City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
MAY 26, 2026
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Sean Reed
Vice Mayor - VACANT
Commissioner Eula R. Clarke
Commissioner Laura Giobbi
Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael Giardino
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

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

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

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

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. PRESENTATION OF CAPRI HARBOR STUART MAJOR DEVELOPMENT PLAN, 50 & 54 NW DIXIE HIGHWAY

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

APPROVAL OF CONSENT CALENDAR

2. APPROVAL OF 05/11/2026 CCM MINUTES (RC)

3. BUDGET AMENDMENT # 2 — WATER RECLAMATION FACILITY (WRF) HEADWORKS EQUIPMENT PROCUREMENT (RC):

RESOLUTION No. 31-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING BUDGET AMENDMENT #2 FOR PROCUREMENT OF WATER RECLAMATION FACILITY (WRF) HEADWORKS EQUIPMENT; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

4. SOVEREIGN SUBMERGED LAND LEASE FOR COURTESY DOCK (RC):

RESOLUTION No. 36-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING ENTERING INTO A RENEWAL OF THE SOVEREIGN SUBMERGED LAND LEASE WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE, MODIFIED TO INCREASE THE LEASED SQUARE FOOTAGE OF THE CITY'S COURTESY DOCK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

5. REFERENDUM BALLOT LANGUAGE FOR 2-ACRE PARCEL IN HANEY CREEK (RC):

RESOLUTION No. 40-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING FOR BALLOT LANGUAGE FOR A REFERENDUM UNDER CITY CHARTER SECTION 9.05 SEEKING VOTER APPROVAL TO RESCIND THE NOVEMBER 8, 2011 ELECTION BALLOT REFERENDUM REQUIREMENT TO LEASE AN UNDEVELOPED 1.97-ACRE COMMERCIAL PARCEL FRONTING US-1 OPPOSITE NORTH RIVER SHORES BOULEVARD THAT WAS TO FUND THE MAINTENANCE OF THE HANEY CREEK PRESERVE, SO THAT THE 1.97-ACRE PARCEL MAY BE CONVERTED TO CONSERVATION AND ADDED TO THE HANEY CREEK PRESERVE; PROVIDING

FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

6. WAL-MART EXTERIOR REBRAND - MAJOR COMMERCIAL PUD AMENDMENT (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2551-2026: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE WAL-MART COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), PROVIDING FOR AN AMENDMENT TO THE ADOPTED RESOLUTION NUMBER 28-2011 TO AUTHORIZE MODIFICATIONS TO THE APPROVED UNIFIED SIGNAGE PLAN, INSTALL A NEW CANOPY AND PAINT THE EXTERIOR OF THE BUILDING; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

7. MARINA COVE AT RIVERSIDE RIGHT-OF-WAY ABANDONMENT (RC):

ORDINANCE NO. 2554-2026: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 20-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF RIVERSIDE PARK, AS RECORDED IN PLAT BOOK 4, PAGE 25, ST. LUCIE COUNTY (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH, DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND DEPICTED IN EXHIBIT “B” ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

8. GROUP III COMMISSIONER VACANCY DISCUSSION

ADJOURNMENT

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

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a

Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

INVOCATION: Any invocation that may be offered at the opening of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 5/26/2026 **Prepared by:** Mechelle Arbuzow

Title of Item:
PRESENTATION OF CAPRI HARBOR STUART MAJOR DEVELOPMENT PLAN, 50 & 54 NW DIXIE HIGHWAY

Summary Explanation/Background Information on Agenda Request:
Pursuant to Section 11.01.02 of the City's Land Development Code, upon approval of a major development plan by the development director, the development direction shall provide a presentation to the City Commission at a subsequent commission meeting on the application and approval. The subject Major Development Plan proposes construction of a two-story restaurant with up to 275 seats, along with a 1,442-square-foot ship store and a marina located on the ground floor. The marina will consist of 158 boat slips, including 10 slips designated for a boat club, and will accommodate vessels ranging from 25 feet to 150 feet in length.

The subject parcels are zoned Urban Waterfront (UW) and carry a Future Land Use designation of Downtown. The parcels are located within the Community Redevelopment Area (CRA).

Vehicular access will continue to be provided via the existing ingress/egress point on NW Dixie Highway. The project includes two pedestrian access points along NW Dixie Highway, where the sidewalk will be widened to eight feet to enhance walkability. A total of 141 onsite parking spaces, including ADA-compliant spaces, are proposed.

Funding Source:
N/A

Recommended Action:
N/A

ATTACHMENTS:
1. Major Development Plan Application
2. Drafted Major Development Plan- Capri Harbor Stuart
3. Architectural Floorplans and Colored Elevations
4. Drainage Report
5. Environmental Assesement
6. Landscape Plans
7. Preliminary Construction Plans
8. Site Plan
9. Survey
10. Traffic Impact Analysis

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

Received by: _____
Reviewed by: _____

Major Development Plan Application

Project ID#_____
(Staff Entry)

Pre-App Conference Date: JANUARY 30, 2025	Application Date:

SITE INFORMATION

Project Name: CAPRI HARBOR STUART	Parcel ID#: 32-37-41-004-000-00030-9 & 05-38-41-000-000-00040-5
Site Address: 54 NW DIXIE HWY STUART FL & 50 NW DIXIE HWY STUART FL	
Subdivision: N/A	Lot(s): N/A
Site Acreage: TOTAL SITE: 11.09 AC. (3.60 AC. UPLAND & 7.49 AC. SUBMERGED LAND)	Flood Zone/Base Flood Elevation: ZONE AE / EL 5 & EL 6
Existing Zoning District / CRA Subdistrict (if applicable): URBAN WATERFRONT (UW) / SITE IS WITHIN THE CRA	
Proposed Zoning District / CRA Subdistrict (if applicable): N/A (NO REZONING PROPOSED)	
Current Comprehensive Plan Future Land Use Designation: DOWNTOWN	
Proposed Comprehensive Plan Future Land Use Designation: N/A (NO PROPOSED LUA)	
Existing Land Use: FORMER BOAT CLUB	Proposed Land Use: MARINA FACILITY & RESTAURANT
Proposed Square Footage (if applicable):	Proposed Density (if applicable): N/A

PETITIONER INFORMATION

Property Owner: CAPRI HARBOR LIGHTHOUSE MARINA LP - Terry J. Thib	Phone Number / Email Address: Phone: 239-961-2898 Email: terry@capriharbormarina.com
Property Owner's Mailing Address: 1333 3RD AVE S , SUITE 505, NAPLES FL 34102	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: TODD TROXELL, HJA DESIGN STUDIO	Phone Number / Email Address: PHONE; 772-678-7200 EX. 211 EMAIL: ttroxell@hjadstudio.com
Agent's Mailing Address: 3500 SW Corporate Parkway, Suite 203, Palm City, Florida 34990	
Architect: MHK Architecture	Engineer: CAPTEC Engineering, Inc.
Planner: HJA DESIGN STUDIO	Landscape Architect: HJA DESIGN STUDIO

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Terry J. Thib

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 Major Development Site Plan in the City of Stuart, FL.
3. That he/she has appointed HJA Design Studio to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Terry J. Thib (CAPRI HARBOR LIGHTHOUSE MARINA LP)

T. Thib — General Partner / Terry J. Thib

Signature of Owner: | By: Name/Title

1333 3RD AVE S, SUITE 505 |

Street Address | City, State, Zip Code

N/A | NAPLES FL 34102

P.O. Box | City, State, Zip Code

239-961-2898 | N/A

Telephone Number | Fax Number

terry@capriharbormarina.com

Email Address:

Province Ontario

~~STATE~~ OF ~~FLORIDA~~, COUNTY OF Simcoe

Sworn and subscribed before me by means of ☑ physical presence or ☐ online notarization, this

6 day of August, 2025 By Terry J. Thib.

Personally Known OR Produced Identification

Type of Identification Produced: Driver's License

L. Mamuller

Notary Public

My Commission expires:

N/A



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: Terry J. Thib	City/State/Zip Code: NAPLES FL 34102
Title:	Telephone Number:
Company: CAPRI HARBOR LIGHTHOUSE MARINA LP	Facsimile Number: N/A
Company Address: 1333 3RD AVE S, SUITE 505	Email Address (optional):

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

1. Signed this 6th day of August, 2025.

T. J. Thib

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

Application Requirements

Fee:

- (•) Major Development Plan - $2,130.00; or
- ( ) Amendment to Approved Site Plan - $852.00

(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 Development Plan is one which is:

- A residential project which exceeds 35 total dwelling units.
- A non-residential development over 50,000 square feet in area.
- A mixed-use development over 50,000 square feet in area.
- A public or private institutional development exceeding one acre in land area.

Submittal Requirements: A completed application form, the payment of fees, a site plan, 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. 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.) One (1) copy of all documents on a PDF formatted disc electronically signed and sealed.

(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. The Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. The City Commission is also required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Please provide justification supporting the application and demonstrating how the application:

- Is 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
- Complies with the relevant development standards of the City of Stuart Land Development Code.

PLEASE SEE SUBMITTED "PROJECT JUSTIFICATION".

(over)

CITY OF STUART

DEVELOPMENT DEPARTMENT

Prepared by and returned to:
City Development Director
121 SW Flagler Avenue
City of Stuart, FL 34994-2139

MAJOR DEVELOPMENT PLAN FINAL ORDER – MJSP-25-1

WHEREAS, on August 8, 2025, Todd Troxell with HJA Design Studio ("Applicant") submitted a Major Development Plan application on behalf of **Terry J. Thib, General Partner for Capri Harbor Lighthouse Marina LP** ("Owner") as the title owner of the below-described real properties, for **Capri Harbor Stuart** ("The Project"), which are located at **50 & 54 NW Dixie Highway** within the City of Stuart, Martin County, Florida, and as further described in **Exhibit "A"**, attached hereto; and

WHEREAS, the properties have a Urban Waterfront (UW) zoning designation and a Future Land Use of Downtown; and

WHEREAS, on August 8, 2025, the Applicant submitted a Major Development Site Plan request proposing to construct a two-story restaurant with a ship store, as well as a marina that will feature a total of 158 boat slips, 10 of which would be designated for a boat club; and

WHEREAS, due to the potential impacts on the public and on the surrounding waterways, the Development Director has determined that the application shall be elevated from a Minor Development Plan Application to a Major Development Plan Application for the purpose of providing public notice.

NOW, THEREFORE, THE CITY OF STUART DEVELOPMENT DIRECTOR HEREBY MAKES THE FOLLOWING DETERMINATION AND APPROVAL:

A. The foregoing recitals are hereby incorporated herein by reference.

B. The following identified **Development Documents** (1 through 8), which will be kept on file with the City Clerk's Office and collectively referred to as **Exhibit "C,"** are hereby incorporated herein:

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1. **Site Plan** (Sheets SP-1 & SP-2) prepared, signed, and sealed by Craig M. Houston, of HJA Design Studio, dated August 8, 2025 (revised through March 2, 2026).
2. **Tidal Water, Boundary & Topographic Survey** (Sheet 1 of 3), prepared and digitally signed by Christian Fenex of Christian Fenex and Associates, LLC (Lic. #6858) on October 24, 2025.
3. **Landscape Plan** (Sheets LP-1, LP-2, LP-3, LP-4 & LP-5) prepared and signed by Craig M. Houston of HJA Design Studio, dated August 8, 2025 (revised through January 28, 2026).
4. **Traffic Impact Statement** (Pages 1-36) prepared by Shaun G. MacKenzie, P.E. (61751), of MacKenzie Engineering & Planning, Inc, dated October 23, 2025.
5. **Drainage Report** (Page 1-102) dated October 24, 2025, prepared by Captec Engineering, Inc., EB-0007657.
6. **Architectural and Elevation Plan** (Sheets A101, A102, A103A, A104, A200, A201, A202, A203, & A204) prepared, signed and sealed by Matthew H. Kragh, of MHK Architecture, dated October 22, 2025.
7. **Environmental Supplement** (Pages 1-102), dated August, 2025, prepared by Turrell, Hall & Associates, Inc.
8. **Preliminary Construction Plans** (Sheets 1-14), dated March, 2, 2026, prepared by Captec Engineering, Inc.

C. The development shall strictly follow the Site Plan, Landscape Plan, Drainage, Elevation and Environmental Assessment review and **Conditions of Approval**, attached hereto as **Exhibit "B"**. The City of Stuart Building Department shall not issue permits for construction or further development activity until all required documents, plans, and fees, if any, are received and approved as may be required in the Conditions of Approval.

D. As part of this Major Development Plan approval, the Applicant, property owner, developer, and/or successor in interest shall obtain all applicable development permits and construction authorizations from the appropriate State, Federal, and local regulatory agencies including, but not limited to, the United States Army Corps of Engineers, the

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Florida Department of Environmental Protection, South Florida Water Management District, or the City of Stuart Public Works, Utilities & Engineering, and Building & Permitting Departments prior to the commencement of any development activities on the property described in **Exhibit "A"**. Approval by the City of Stuart does not in any way create any rights on the part of the Applicant, property owner, developer, and/or successor in interest to obtain a permit from a State or Federal agency and does not create any liability on the part of the City for issuance of this approval if the Applicant, property owner, developer, and/or successor in interest fails to obtain requisite approvals or fulfill the obligations imposed by a State or Federal agency or undertake actions that may result in a violation of State or Federal law.

E. The Conditions of Approval outlined in **Exhibit "B"** are an integral non-severable part of the Major Development Plan approval granted by this Development Order. If any condition(s) of approval outlined in **Exhibit "B"** are determined to be invalid or unenforceable for any reason and the developer declines to comply voluntarily with that condition(s), the site plan approval granted by this Development Order shall become null and void.

F. The approval granted by this Major Development Plan Order shall become null and void unless construction commencement is obtained within five (5) years of the Major Development Plan approval, for the proposed development described in **Exhibit "B" and Exhibit "C"**, or an extension is granted per Section 8.05.08 of the City of Stuart Land Development Code.

G. This Major Development Plan Order shall be recorded in the Martin County public records.

Signed, Attested, Rendered, and Filed this _____ day of _____, 2026.

ATTEST:

By: _____
Mary R. Kindel

APPROVED BY:

By:_____
Jodi Kugler

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City Clerk

City Development Director

Approved as to form and correctness:

By: _____

Lee Baggett, Esq.

City Attorney

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EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION PER TITLE COMMITMENT No. 25O8494FL-A:

PARCEL 1:

LOT A, OF RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF FILED MARCH 26, 1925, RECORDED IN PLAT BOOK 4, PAGE 98, PUBLIC RECORDS OF ST.LUCIE COUNTY, FLORIDA, AND ANY REVISED PLAT OF LATER DATIE RECORDED IN MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, TOGETHER WITH RIPARIAN RIGHTS.

PARCEL 2:

A PARCEL OF SUBMERGED LAND IN THE ST.LUCIE RIVER IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING WEST OF LOT A, OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 41, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM AN IRON PIPE LOCATED ON THE SOUTH LINE OF SAID SECTION 32, SAID PIPE BEING THE SOUTHEAST CORNER OF LOT A OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDlv1SION, AS RECORDED IN PLAT BOOK 1, PAGE 41, MARTIN COUNTY PUBLIC RECORDS; THENCE PROCEED SOUTH 89'23'30" WEST ALONG SAID SECTION LINE FOR 59.24 FEET MORE OR LESS TO THE EASTIERLY SHORE OF THE ST.LUCIE RIVER FOR THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 89'23'30" WEST ALONG SAID SECTION LINE FOR A DISTANCE OF 319 FEET MORE OR LESS TO A POINT ON THE CITY BULKHEAD LINE, SAID POINT BEING 378.24 FEET WEST OF THE ABOVE DESCRIBED SOUTHEAST CORNER OF LOT A; THENCE PROCEED NORTH 02"07'48" WEST ALONG SAID CITY BULKHEAD LINE FOR A DISTANCE OF 299.84 FEET TO A POINT; THENCE PROCEED NORTH 89"23'30" EAST FOR A DISTANCE OF 380 FEET MORE OR LESS TO THE EASTERLY SHORE OF THE ST.LUCIE RIVER, SAID POINT BEING WHERE THE

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NORTH LINE OF THE ABOVE LOT A, INTERSECTS THE EASTIERL Y SHORE OF THE ST.LUCIE RIVER; THENCE MEANDER THE EASTERLY SHORE OF THE ST. LUCIE RIVER IN A SOUTHERLY DIRECTION FOR 300 FEET MORE OR LESS TO THE POINT OR PLACE OF BEGINNING.

PARCEL 3:

ALL OF THE UNNUMBERED TRACT LYING NORTH OF LOT A IN BLOCK A OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 41, OF THE MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, LESS THE NORTH 742.40 FEET OF SAID UNNUMBERED TRACT AND SAID 742.40 FEET BEING MEASURED PERPENDICULAR TO THE NORTH LINE OF SAID UNNUMBERED TRACT, INCLUDING ALL RIPARIAN RIGHTS; LESS AND EXCEPTING ANY PART THEREOF LYING WITHIN 33 FEET OF THE CENTERLINE OF THE 66 FOOT RIGHT OF WAY OF STATE ROAD N0.5.

PARCEL 4:

A PARCEL OF SUBMERGED LAND IN THE ST.LUCIE RIVER IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM AN IRON PIPE LOCATED ON THE SOUTH LINE OF SAID SECTION 32, SAID PIPE BEING THE SOUTHEAST CORNER OF LOT A OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDlv1SION, AS RECORDED IN PLAT BOOK 1, PAGE 41, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS. THENCE PROCEED SOUTH

89'23'30" WEST FOR 378.24 FEET TO A POINT ON THE CITY BULKHEAD LINE; THENCE PROCEED NORTH 02'07'48" WEST ALONG SAID CITY BULKHEAD LINE FOR 299.84 FEET TO THE POINT OR PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE PROCEED NORTH 02'07'48" WEST ALONG THE CITY BULKHEAD LINE FOR 306.59 FEET TO A POINT; THENCE PROCEED NORTH 8974'07" EAST FOR A DISTANCE OF 428.94 FEET TO A POINT ON THE EASTERLY SHORE LINE OF THE

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ST.LUCIE RIVER SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTH 742.40 FEET OF AN UNNUMBERED TRACT OF LAND IN BLOCK A OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDlv1SION AS RECORDED IN PLAT BOOK 1, PAGE 41, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS; THENCE MEANDER THE EASTERLY SH DRE LINE OF THE ST.LUCIE RIVER IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 308 FEET, MORE OR LESS, TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF LOT "A" OF THE ABOVE MENTIONED AMENDED PLAT OF RIVERSIDE PARK SUBDIVISION; THENCE PROCEED SOUTH 89'23'30" WEST FOR A DISTANCE OF 380 FEET, MORE OR LESS, TO THE POINT OR PLACE OF BEGINNING; SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT FOR STA TE ROAD N0.5:

BEGINNING AT A POINT ON THE SOUTH LINE OF AND 406.22 FEET SOUTH 89'49'23" WEST OF THE SOUTH 1/4 CORNER OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE EAST AND HAVING A TANGENT BEARING OF NORTH 11'58'51" WEST THROUGH SAID POINT, RUN NORTHERLY ON SAID CURVE, HAVING A CENTRAL ANGLE OF 71'49'52" AND A RADIUS OF 1055.42 FEET, A DISTANCE OF 542.62 FEET THROUGH AN ANGLE OF 29'27'26" TO THE END OF SAID CURVE; THENCE NORTH 17'28'35" EAST A DISTANCE OF 294.86 FEET TO THE END OF THE LINE HEREIN DESCRIBED; THENCE SOUTH 72'31'25" EAST A DISTANCE OF 61 FEET TO THE CENTERLINE OF THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 5; THENCE NORTH 17'28'35" EAST A DISTANCE OF 805.25 FEET ALONG SAID CENTERLINE TO A POINT ON THE NORTH-SOUTH 1/4 SECTION LINE OF, AND 1565.85 FEET NORTH 00'17'30" EAST OF THE SOUTH 1/4 CORNER OF SAID SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST.

PARCEL 5:

INTENTIONAL DELETED PER TITLE

PARCEL 6:

ALL OF THE PROPERTY AND LANDS LYING BETWEEN THE APPROXIMATE SHORELINE AS SHOWN ON THE STATE OF FLORIDA RIGHT OF WAY MAP DATED

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3/60, AND THE WESTERN BOUNDARY OF THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 109, PAGE 49, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 7:

THAT PART OF GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, LYING WEST OF U.S. HIGHWAY #1, LESS THAT PORTION THEREOF CONVEYED TO THE STATE OF FLORIDA BY SPECIAL WARRANTY DEED APPEARING IN O.R. BOOK 102, PAGE 90, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS. TOGETHER WITH ALL OF THE GRANTOR'S RIGHT, TITILE, AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF SUBMERGED LAND IN THE ST. LUCIE RIVER IN SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT IN THE NORTH LINE OF SAID SECTION 5, SAID POINT BEING THE SOUTHEAST CORNER OF LOT A OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDI"1SION AS RECORDED IN PLAT BOOK 1, PAGE 41, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, RUN SOUTH 89'23'30" WEST ALONG SAID NORTH LINE OF SECTION 5, A DISTANCE OF 59.24 FEET, MORE OR LESS, TO THE MEAN HIGH WATER MARK OF THE ST. LUCIE RIVER FOR THE POINT OF BEGINNING; THENCE THENCE CONTINUE SOUTH 89'23'30" WEST ALONG THE EXTIENSION OF SAID NORTH LINE SECTION 5, A DISTANCE OF 219 FEET, THENCE SOUTH 02'07'48" EAST, A DISTANCE OF 730 FEET, MORE OR LESS, TO A POINT IN THE BULKHEAD LINE ESTABLISHED FOR THIS AREA; THENCE EASTERLY ALONG SAID BULKHEAD LINE, A DISTANCE OF 75 FEET, MORE OR LESS, TO THE MEAN HIGH WATER MARK OF THE ST. LUCIE RIVER; THENCE IN A NORTHERLY DIRECTION ALONG SAID MEAN HIGH WATIER MARK TO THE POINT OF BEGINNING.

AREA NOTES:

PARCEL 1: 12,104± SQ.FT. (0.28± ACRES)

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PARCEL 2: 74,933± SQ.FT. (1.72± ACRES)

PARCEL 3: 13,800± SQ.FT. (0.32± ACRES)

PARCEL 4: 85,596± SQ.FT. (1.97± ACRES)

PARCEL 5: SEE NOTE FOR PARCEL 5

PARCEL 6: SEE NOTE FOR PARCEL 6

PARCEL 7 (UPLAND): 130,970± SQ.FT. (3.01± ACRES)

PARCEL 7 SUBMERGED: 105,319 (2.42± ACRES)
(AREA CALCULATED TO THE DEED SUBMERGED LINE)

PARCEL 7 SUBMERGED: 165,953± SQ.FT. (3.81 ACRES)
(AREA CALCULATED TO LINE AS EVIDENCED BY OTHERS)

THIS SURVEY DOES NOT DEFINE THE LEGAL LIMITS OF THE SUBMERGED LANDS LINES FOR PARCEL 7, AS SUCH IS AMBIGUOUS AND REQUIRES MORE INFORMATION NOT AVAILABLE TO SURVEYOR AT TIME OF SURVEY.

ADDRESS: 50 & 54 N.W. Dixie Highway

PARCEL ID: 28-37-41-000-000-00202-3

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EXHIBIT "B"
CONDITIONS OF APPROVAL

The Major Development Plan proposes construction of a two-story restaurant with up to 275 seats, along with a 1,442-square-foot ship store and a marina located on the ground floor. The marina will consist of 158 boat slips, including 10 slips designated for a boat club, and will accommodate vessels ranging from 25 feet to 150 feet in length. The subject parcels are zoned Urban Waterfront (UW) and carry a Future Land Use designation of Downtown. The parcels are located within the Community Redevelopment Area (CRA).

Vehicular access will continue to be provided via the existing ingress/egress point on NW Dixie Highway. The project includes two pedestrian access points along NW Dixie Highway, where the sidewalk will be widened to eight feet to enhance walkability. A total of 141 on-site parking spaces, including ADA-compliant spaces, are proposed.

REQUIRED PARKING CALCULATIONS – URBAN WATERFRONT		
Parking Standard	**Required**	**Provided**
Marina: 148 Boat Slips & 3 Employees 1 Space per 4 boat slips (148 slips/4) 1 Space per employee on largest shift	 37 3	 37 3
Boat Club: 10 Boat Slips & 2 Employees 1 Space per each boat slip (10 slips / 1) 1 Space per employee on largest shift	 10 2	 10 2
Restaurant: 275 Seat & 15 Employees 1 Space per 4 seats (275 seats/4) 1 Space per employee on largest shift	 69 15	 69 15
Ship Store: 1,442sf (Retail 1,202sf = Office 240 sf) Retail: 1 Space per 300 sf of floor area (1,202 sf/300) Office: 1 Space per 350 sf (240 sf / 350)	 4 1	 4 1
Total Parking includes ADA and compact spaces:	**141**	**141**

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Site Category	Percentage	Area (ft^2)
Building Coverage	5%	8,317 ft^2
Vehicular Use Coverage	35%	54,629 ft^2
Sidewalks, Pavement & Pads	6%	8,951 ft^2
Impervious Coverage	**46%**	71,897 ft^2
Open Space	**54%**	84,979 ft^2
TOTAL SITE AREA	**100%**	**156,876 ft^2**

CONDITIONS OF APPROVAL:

1. By acceptance of this final Development Order, the Applicant, property owner, developer, and/or successor in interest acknowledges and agrees to abide by the terms of Florida Statutes §166.033 for State and Federal agency permits.
2. All issued building permits shall comply with the approved Major Development Plan.
3. Except as otherwise set forth in the Capri Harbor Stuart Major Development Plan Approval, all development shall comply with the City Land Development Code. Any modifications to the Master Site Plan or Architectural Plan which exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, architecture, or location of landscaping, may be approved under an Administrative Variance approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval at a public hearing.
4. All work shall conform to the most recent edition of the Florida Fire Prevention Code (FFPC) in effect at the time of development. Review and approval by the Authority Having Jurisdiction shall not relieve the applicant of responsibility of compliance with the codes.
5. The development shall comply with all applicable Handicap Accessibility (ADA) standards.
6. All Structures shall be permitted with Signed and Sealed Drawings and shall conform to the most recent edition of the Florida Building Code.
7. Temporary or freestanding storage units are prohibited on the property once construction is complete.
8. The Applicant, property owner, developer, and/or successor in interest shall construct and maintain all improvements without any expense to the City of Stuart.

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9. All Site and Building Permits shall be applied for with the City of Stuart Development Department. Approval of a Major Development Plan shall not be construed as a license to proceed with work and shall not be interpreted as authority to violate, cancel, alter, or set aside any of the provisions of the City Code. Approval shall not prevent the City of Stuart from requiring corrections of errors in plans, construction, or violation of the City Code.
10. All applicable State or Federal permits for the upland development must be obtained before the commencement of any development activities. Issuance of this Development Order 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 it 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.
11. Any regulatory agency permits required for the upland development, including but not limited to the Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), Department of Environmental Protection (FDEP), Florida Fish and Wildlife (FWC), and Army Corp of Engineers, shall be obtained by the Applicant, property owner, developer, and/or successor in interest, and copies provided to the City of Stuart Development Department before the commencement of any upland site improvements or development activities.
12. An updated Environmental Study signed and sealed is required prior to construction.
13. A tree/vegetation removal permit is required if any trees and or vegetation is removed.
14. Erosion and dust control measures to be implemented during construction shall be provided on the civil engineering plans and submitted at the time of site permit review. Water trucks may be required and necessary during construction to reduce dust generated on-site.
15. Any sidewalks or roads damaged during construction shall be repaired or replaced by the Applicant, property owner, developer, and/or successor in interest, following the specifications for the City of Stuart.
16. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
17. All construction pertinent to the Public Works Department shall be installed, inspected, and tested following the City of Stuart Minimum Design and Construction Standards, latest edition, and the

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City of Stuart Specifications and Ordinances, where applicable. In case of discrepancies between the construction plans and the manuals mentioned above, the most restrictive shall apply.

18. The Applicant, property owner, developer, and/or successor in interest, is responsible for ensuring drainage will not encroach or adversely affect adjacent properties or the public right-of-way.
19. A signed and sealed drainage statement is required at permitting.
20. The applicant shall submit to the City the DEP approval that grants permission to construct the proposed outdoor dining area.
21. A recorded Unity of Title is required prior to the construction permit.
22. Prior to the issuance of a certificate of occupancy, an installation and maintenance guarantee in a form acceptable (Landscape Maintenance Agreement) to the City Development Director shall be provided to guarantee the installation and maintenance of the required landscaping and the irrigation system in accordance with the provisions of this landscape code and other applicable ordinances, and as defined in chapter XII of this Code. This guarantee shall list all required landscape materials and shall describe the irrigation system to which it pertains in accordance with Section 6.04.04 of the Land Development Code.
23. Before receiving a building permit, all new developments shall select one of the options listed in Section 3.01.08.C. prior to the issuance of a building permit. The work of art must be approved by the Community Redevelopment Board, if the approval was not granted at the time for a building permit, the applicant shall provide a performance security bond or other surety acceptable to the city, in the amount of one percent of the value of the vertical construction. The applicant shall follow the criteria in Section 3.01.08 regarding Public Art requirements.
24. All rooftop utilities and facilities such as air conditioning units, as well as all exterior mechanical equipment, shall be screened so as to not be visible from public view, including from balconies and windows of adjacent buildings.
25. No temporary or modular buildings are permitted on the property except for a permitted temporary construction trailer.
26. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited on the property.
27. Billboards are prohibited on the property.

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28. Illumination of monument or free-standing signs shall be external and directed from the ground via "up-lighting" or from behind individual letters via "backlighting." Wall signs or fixed projecting signs may include individual illuminated letters or letters which are lighted from behind via "backlighting." Illumination of signs shall exclude exposed neon tube lighting, or similar, and electronic changeable copy, unless permitted elsewhere in this code.
29. All signage in the Urban Code District shall comply with the sign requirements as described in section 6.11.00, the sign code, with the following exceptions:
    1. Backlit sign panels and internally illuminated cabinet signs shall be prohibited.
    2. Signs affixed to the exterior of a building should be architecturally compatible with the style, composition, materials, colors and details of the building and with other signs used on the building site.
30. The loading area/driveway and dumpster enclosure area shall always be maintained in a clean manner.
31. Construction activity shall be limited from 7:00am to 6:00 pm Monday – Saturday.
32. The applicant shall submit to the City a Marina Management Plan that identifies all pump-out stations and specifies whether each station is metered.
33. The applicant shall submit an Address Assignment Form to the City, including all required addressing information for the site.

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Exhibit "C"
Development Documents

The following **Development Documents** approved under the Major Development Plan application (MJSP-25-1) for Capri Harbor Stuart are on file with the City of Stuart Clerk's Office and collectively referred to as **Exhibit C:**

A. Site Plan (Sheets SP-1 & SP-2) prepared, signed, and sealed by Craig M. Houston, of HJA Design Studio, dated August 8, 2025 (revised through March 2, 2026).

B. Tidal Water, Boundary & Topographic Survey (Sheet 1 of 3), prepared and digitally signed by Christian Fenex of Christian Fenex and Associates, LLC (Lic. #6858) on October 24, 2025.

C. Landscape Plan (Sheets LP-1, LP-2, LP-3, LP-4 & LP-5) prepared and signed by Craig M. Houston of HJA Design Studio, dated August 8, 2025 (revised through January 28, 2026).

D. Traffic Impact Statement (Pages 1-36) prepared by Shaun G. MacKenzie, P.E. (61751), of MacKenzie Engineering & Planning, Inc, dated October 23, 2025.

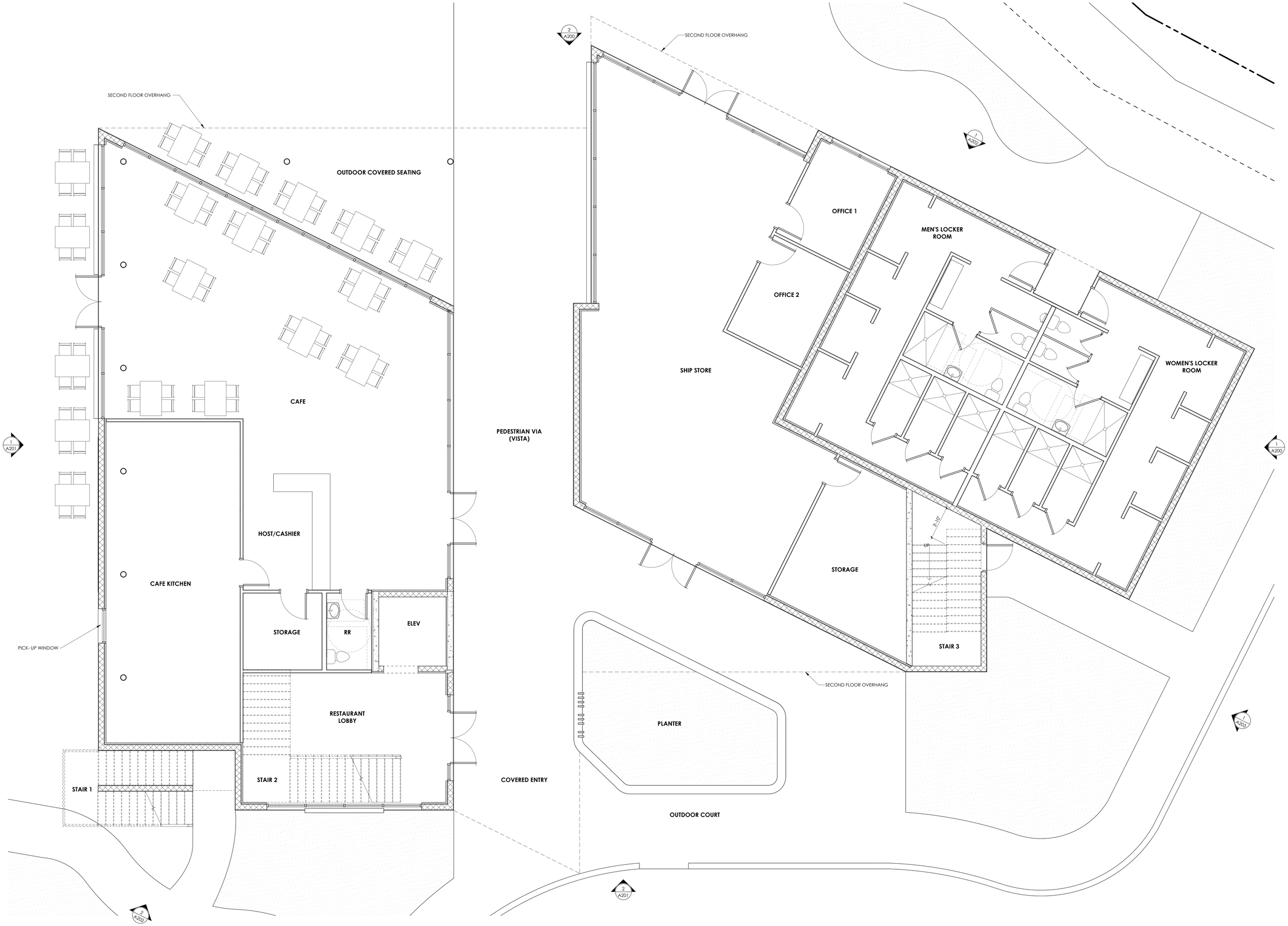
E. Drainage Report (Page 1-102) dated October 24, 2025, prepared by Captec Engineering, Inc., EB-0007657.

F. Architectural and Elevation Plan (Sheets A101, A102, A103A, A104, A200, A201, A202, A203, & A204) prepared, signed and sealed by Matthew H. Kragh, of MHK Architecture, dated October 22, 2025.

G. Environmental Supplement (Pages 1-102), dated August, 2025, prepared by Turrell, Hall & Associates, Inc.

H. Preliminary Construction Plans (Sheets 1-14), dated March, 2, 2026, prepared by Captec Engineering, Inc.

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1 OVERALL FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

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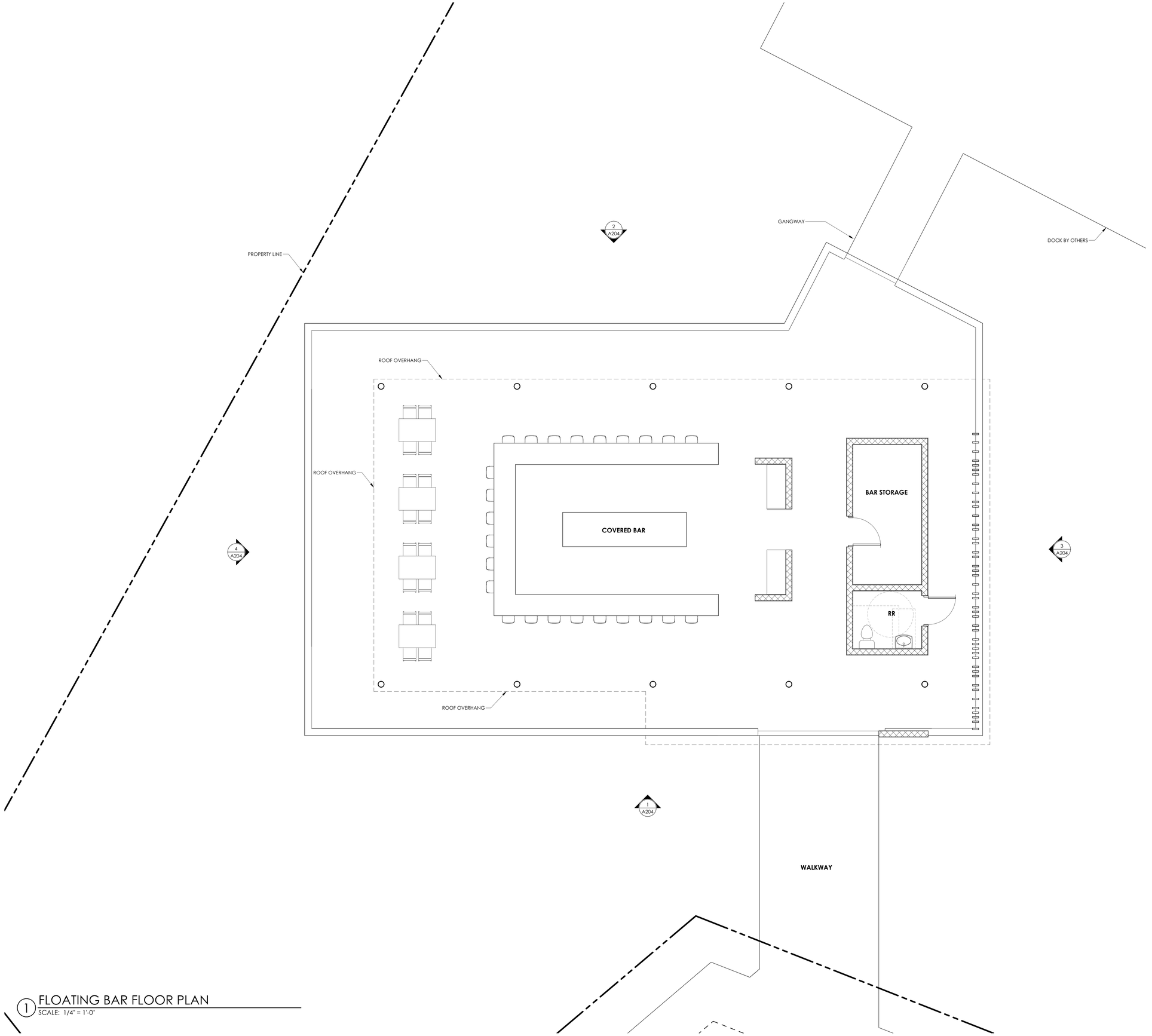
CAPRI HARBOR MARINA

STATE OF WASHINGTON
REGISTERED ARCHITECT
MATTHEW R. KRAGH
STATE OF WASHINGTON
21971
REGISTERED ARCHITECT
Digitally signed by Matthew Kragh
Date: 2025.10.22 14:31:34 -04'00'

OVERALL FIRST FLOOR PLAN

PHASE	SDP
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PA/PM	TD/KR

A101



1 FLOATING BAR FLOOR PLAN
SCALE: 1/4" = 1'-0"

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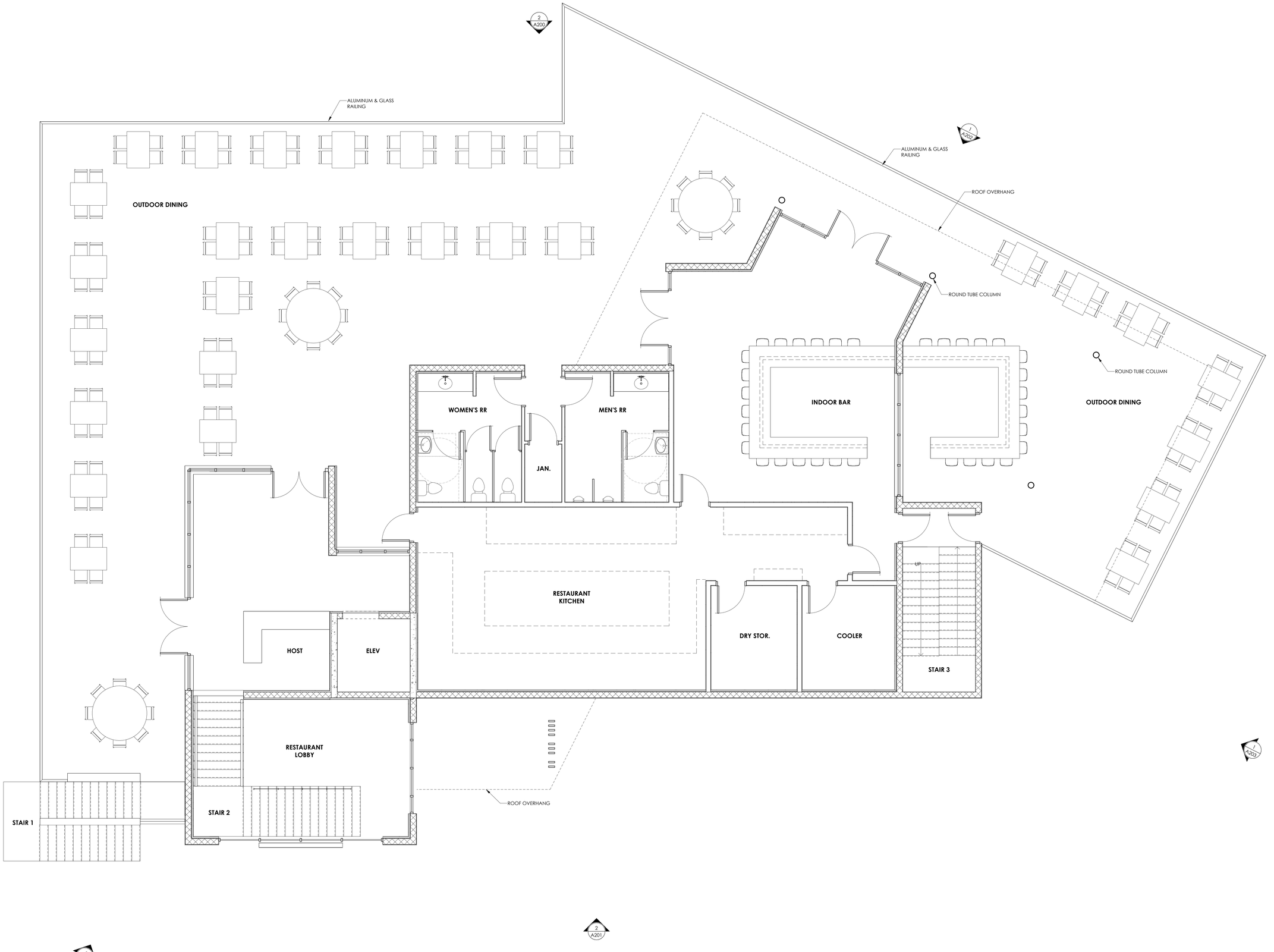
CAPRI HARBOR MARINA

STATE OF FLORIDA
MARK HAMILTON KNIGHT
ARCHITECT
REGISTERED ARCHITECT
NOT FOR CONSTRUCTION
ORIGINAL SEAL AND SIGNATURE AT PROJECT ARCHIVE

FLOATING BAR FLOOR PLAN

PHASE	SDP
PR NO	25083
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1 OVERALL SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

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FLORIDA SEAL REGISTERED ARCHITECT STATE OF FLORIDA MARK H. KNIGHT AR 0017971

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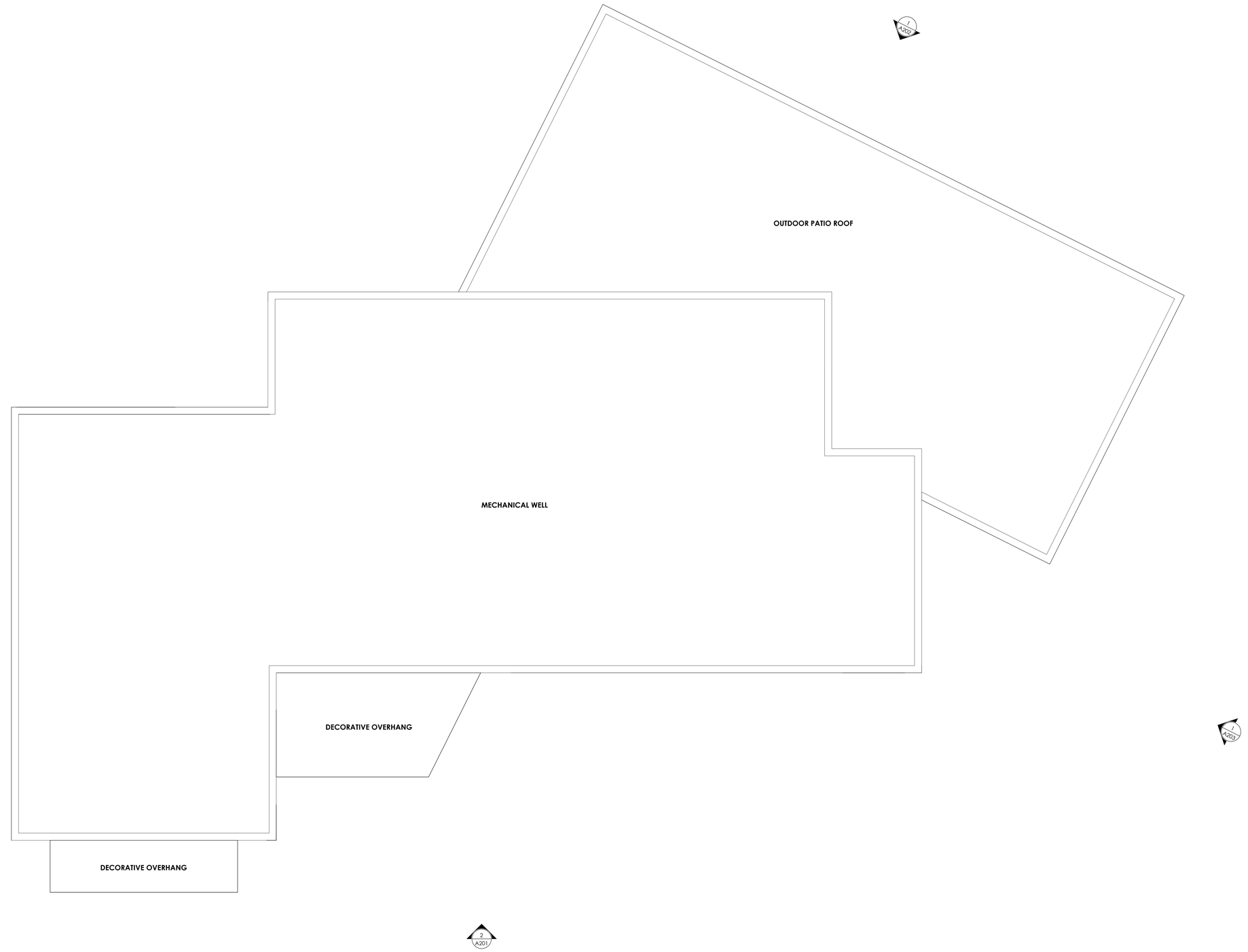
OVERALL SECOND FLOOR PLAN

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PR NO	25083
PA/PM	TD/KR

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ROOF PLAN KEY NOTES

NUMBER	DESCRIPTION



1 OVERALL ROOF PLAN
SCALE: 1/4" = 1'-0"

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MARK H. KNIGHT
AR0011071
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OVERALL ROOF PLAN

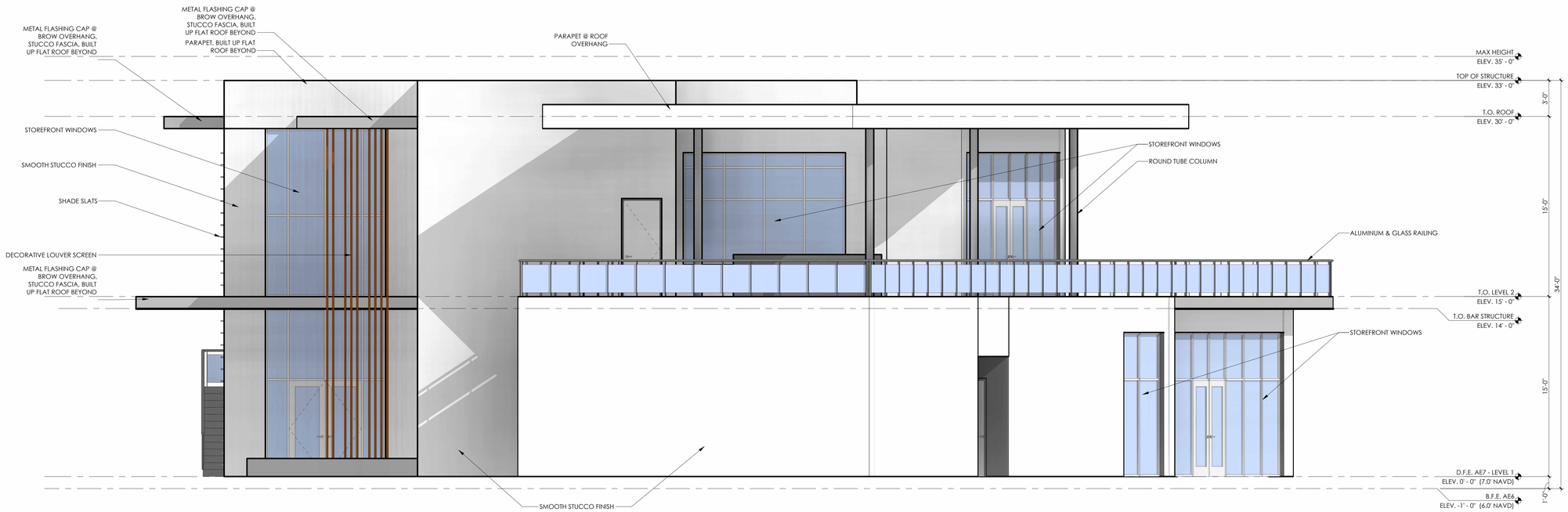
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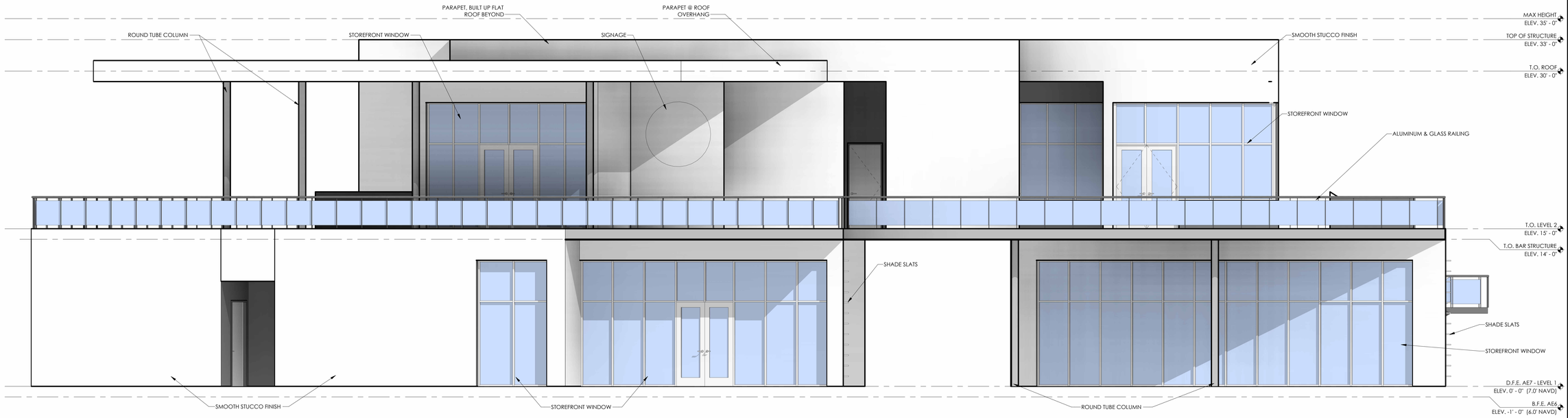
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EXT. ELEV. KEY NOTES

NUMBER	DESCRIPTION



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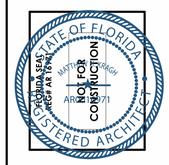
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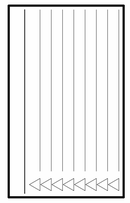
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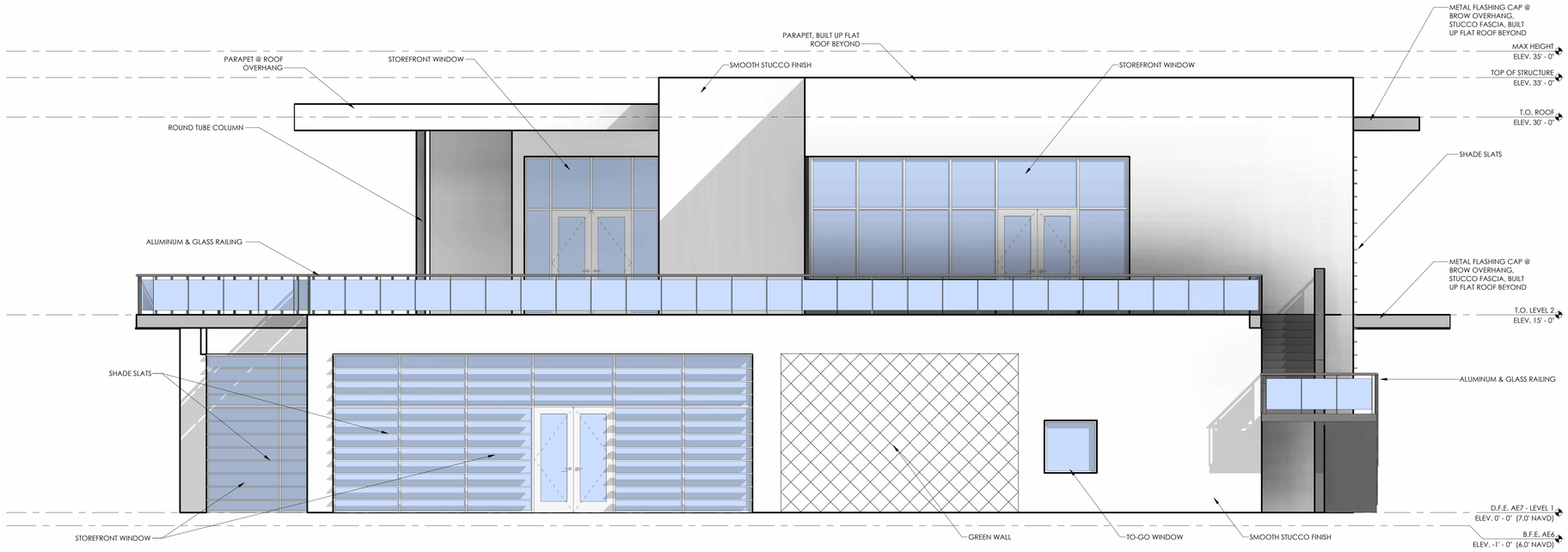




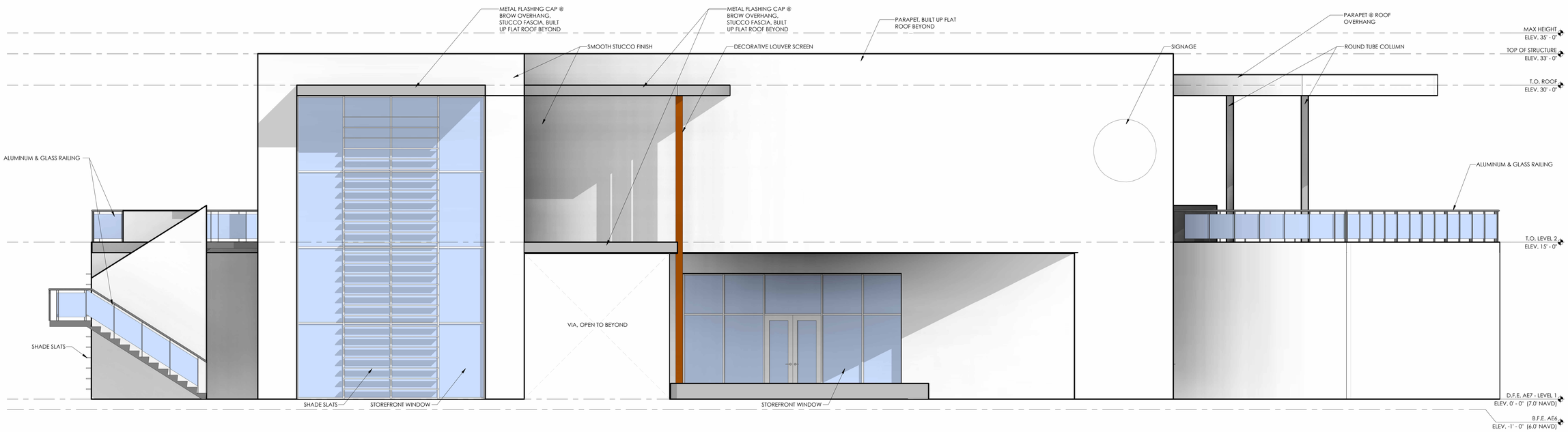
EXTERIOR ELEVATIONS

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1 SOUTH ELEVATION
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2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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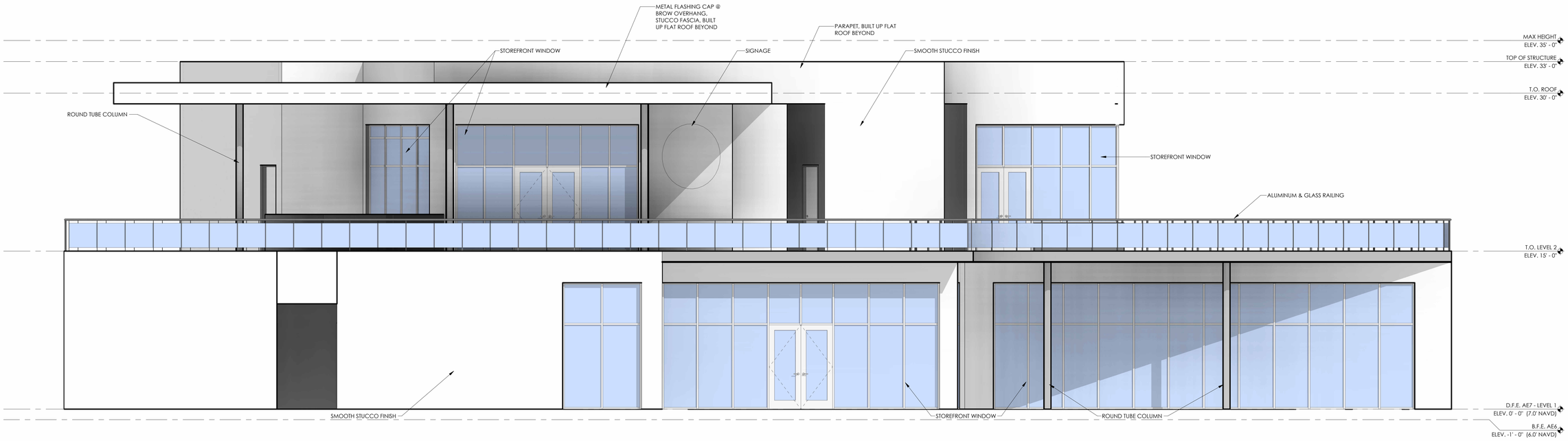
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MARK H. KNIGHT
AR0011071
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UNLESS SEALED AND SIGNED BY AR FOR PERMIT

EXTERIOR ELEVATIONS

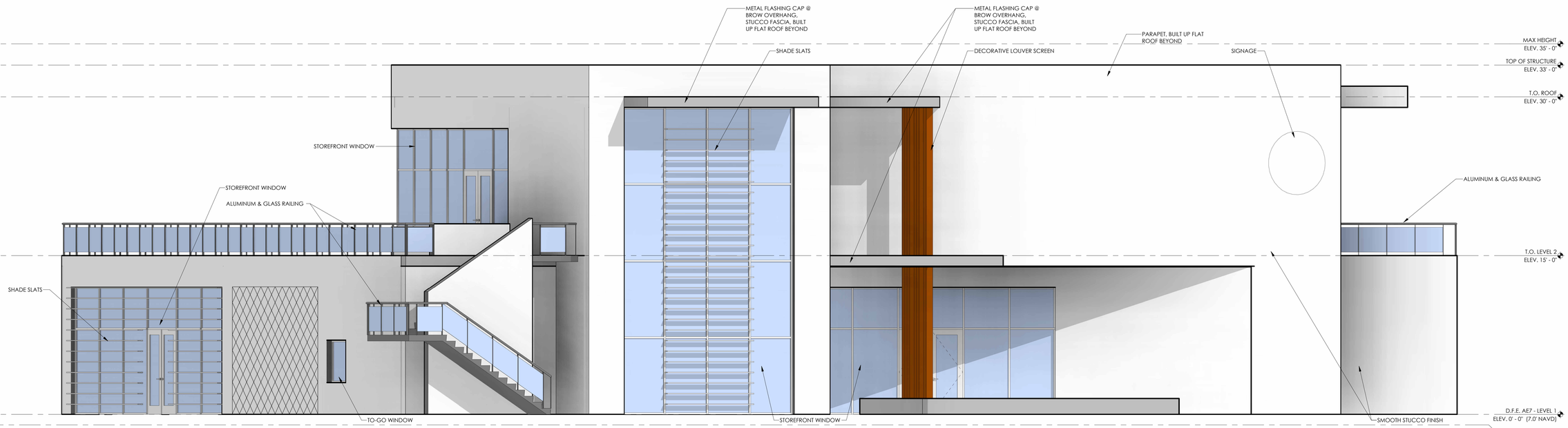
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1 NORTHEAST ELEVATION
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2 SOUTHWEST ELEVATION
SCALE: 1/4" = 1'-0"

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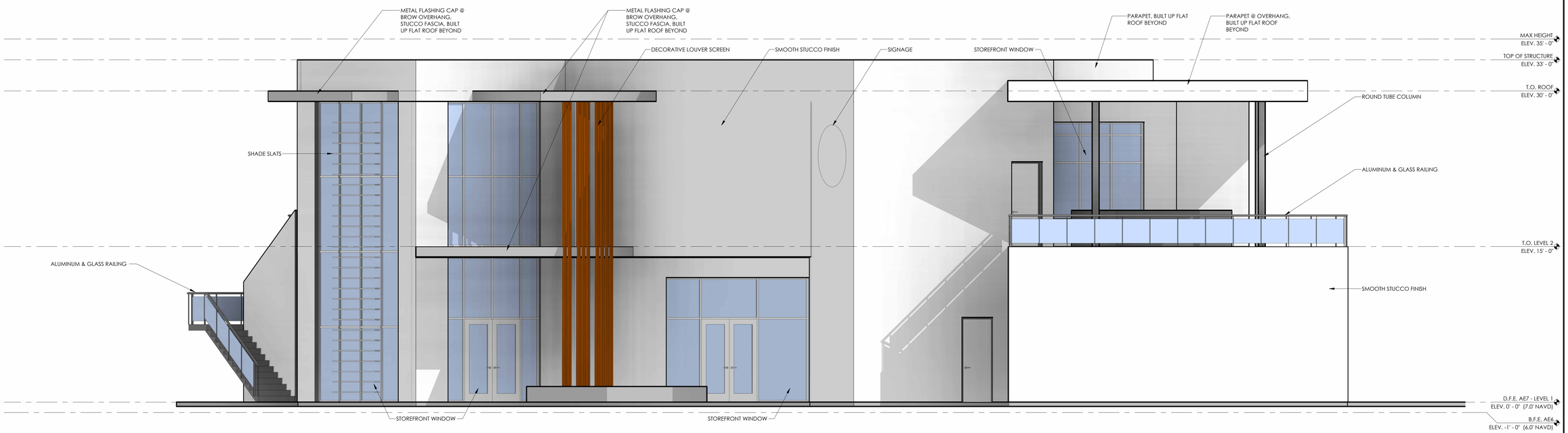
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EXTERIOR ELEVATIONS

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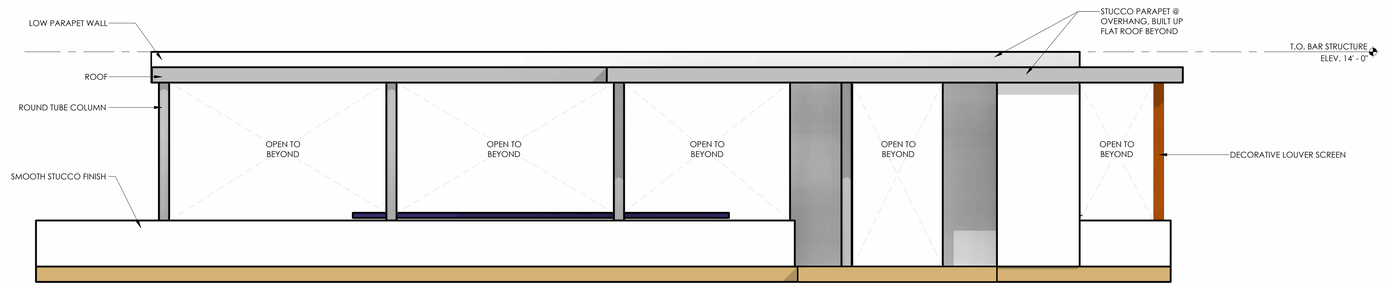
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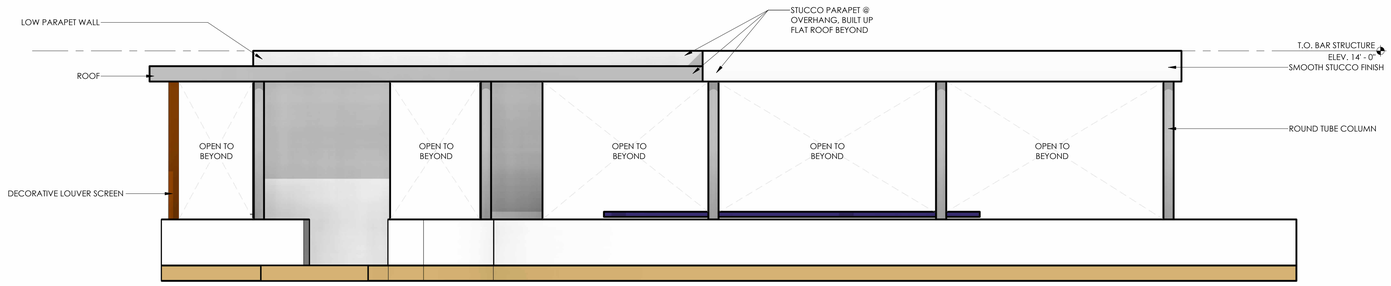
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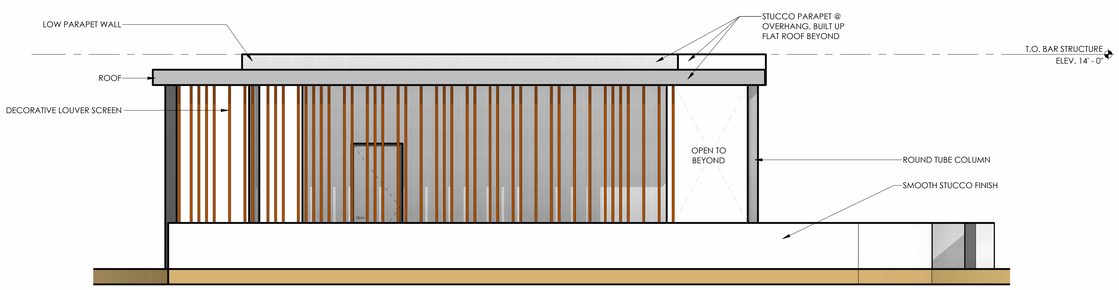
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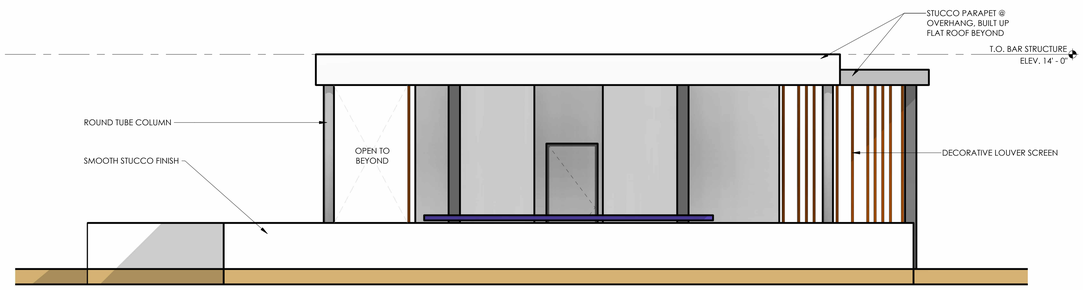
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SCALE: 1/4" = 1'-0"



2 BAR - WEST ELEVATION
SCALE: 1/4" = 1'-0"



3 BAR - NORTH ELEVATION
SCALE: 1/4" = 1'-0"

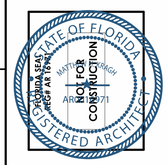


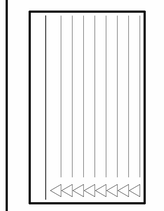
4 BAR - SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

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FLOATING BAR ELEVATIONS

PHASE	SDP
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A204

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Capri Harbor
Stuart

Project No. 2122

Drainage Report

PREPARED FOR:
City of Stuart &
South Florida Water Management District



BY:
CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
(772) 692-4344
EB-0007657

October 24, 2025

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Exhibits

Exhibit 1 – Aerial Map
Exhibit 2 – Location Map
Exhibit 3 – FEMA Flood Map
Exhibit 4A-4F – SFWMD Rainfall Maps

Appendix

Appendix 1 – Drainage Calculations with BMPTrains
Appendix 2 – Existing Stormwise Model Reports
Appendix 3 – Proposed Stormwise Model Reports
Appendix 4 – Recovery Analysis Model Reports
Appendix 5 – Geotechnical Engineering Evaluation Report (*AACE, February 2025*)

1. Introduction

The purpose of this report is to present the design of the surface water management system to serve the proposed Capri Harbor Stuart Marina and Restaurant. The project area is located in the City of Stuart in Martin County, Florida. This report also describes related information discovered during site reconnaissance and project research.

2. Background

2.1. Project Location

Please see the attached Location Map (***Exhibit 1***). The longitude of the project site is 80°15'44.19" West. Latitude of the project site is 27°12'14.18" North. The site is located in the City of Stuart off NW Dixie Hwy just north of the old Roosevelt Drawbridge (***Exhibit 2***).

2.2. Project Description

The total site area is approximately 11.09-acres with 7.49-acres being waterward of the mean high-water level, leaving 3.60-acres of developable upland area. The site is currently vacant except for two existing buildings, an asphalt parking area, and two existing docks located in the St. Lucie River. Proposed improvements include the demolition / removal of the existing buildings, parking areas, and docks, and the construction of a marina, restaurant, and parking lot to serve the site. A boardwalk will be constructed around the proposed site allowing pedestrians access from the sidewalk on NW Dixie Hwy. Approximately 0.57-acres of the upland area will remain undeveloped. A stormwater management system will be constructed to serve the uplands portion of the project, and City of Stuart Utilities will provide water and wastewater services for both the upland and marine portion of the project.

The proposed stormwater management system will consist of two on-site dry retention areas to provide water quality treatment volume and stormwater attenuation for flood protection. The proposed design will meet both SFWMD and the City of Stuart's design criteria. Proposed discharge for the site will be to the St. Lucie River. A summary table of the proposed land use for the proposed upland development can be found below.

Proposed Land Use Table		
Impervious Area	Building	0.19 Ac.
	Pavement	1.25 Ac.
	Sidewalk / Pavers	0.20 Ac.
	Subtotal	**1.64 Ac.**
Pervious Area	Green Space	1.19 Ac.
	Dry Retention Pond	0.20 Ac.
	Subtotal	**1.39 Ac.**
	TOTAL	**3.03 Ac.**

3. Existing Conditions

3.1. Topography

All elevations referenced below are in North American Vertical Datum of 1988 (NAVD '88). According to the topographic survey provided by Christian Fenex and Associates, LLC, the site's average elevations range from approximately 2.00 to 5.50 NAVD in the center of the property, with higher elevations from 6.00-8.00 towards the north. The site generally drains north to south

and into the St. Lucie River via overland sheetflow. The mean high-water level of the adjacent St. Lucie River was found to be -1.41 NAVD.

3.2. Flood Zone

The project area lies within FEMA Flood Zone AE EL 5 and 6 as shown on FEMA Map Number 12085C0134H, updated February 19, 2020 (***Exhibit 3)***. The proposed Finished Floor Elevation will be set at elevation 8.00, two feet above the FEMA Flood Elevation.

3.3. Soils

The Site's Geotechnical Report (***Appendix 5***) found the depth to the water table varied between 3.5-7 feet below existing ground elevation (2.00-5.50 NAVD). The seasonal high-water table can be found approximately 1' above the mean high-water level of the St. Lucie River, or approximately -0.41 NAVD. Additionally, the Geotechnical Report provided hydraulic conductivity rates for the site were on average 6.45 x 10^{-5} cfs/sf-ft.

4. Surface Water Management

4.1. Proposed Drainage Basin and Control Elevation

The Proposed Basin area is approximately 3.03-acres of the uplands on the subject property. The proposed drainage system includes a system of stormwater pipe, and dry retention ponds to provide water quality volume and attenuation for the proposed improvements before discharging to the St. Lucie River. The proposed dry retention pond bottom is set above the seasonal high-water elevation (-0.41 NAVD) at 1.50 NAVD.

4.2. Stormwater Modeling

A Stormwise Model was created for both the Existing and Proposed Site. The Existing Model utilized the existing topography to generate a Stage-Area Table for the Site's storage, and an overland flow weir for the site perimeter to establish existing discharge to the St. Lucie River. The Existing Stormwise Model Reports can be found as ***Appendix 2***.

The Proposed Stormwise Model includes a Stage-Volume Node with volumes generated from the Drainage Calculations (***Appendix 1***). The proposed control structure is designed to provide water quality volume and limit the discharge rate to be less than the Existing Conditions Model. Simulations were run for the 3-year 1-day, 5-year 1-day, 10-year 1-day, 10-year 3-day, 25-year 3-day, and 100-year 3-day storm events. The Proposed Stormwise Model Reports can be found as ***Appendix 3***.

4.3. Water Quality Treatment

Two dry retention ponds are proposed to provide treatment volume for water quality on the project site. The SFWMD Required Water Quality Volume is the greater of 1" over the entire site, 2.5" over the percent impervious area, or the volume required to meet the nutrient load reduction volume as determined by BMPTrains Calculations. Also, an additional 50% of the water quality volume is required due to discharging to the St. Lucie River which is an Impaired Water Body Basin. The Drainage Calculations are attached as ***Appendix 1.*** The Tables below provide a summary of the water quality required and provided.

Required Water Quality Treatment

1" Over Basin Area	2.5" Over % Impervious	BMPTrains Nutrient Analysis
0.13 ac-ft.	0.32 ac-ft.	0.22 ac-ft.
150 % Impaired Water Body = 0.49 ac.-ft. Required		

Provided Water Quality Treatment

Dry Retention Volume	Retention Credited Volume	Dry Detention Volume	Detention Credited Volume
0.22 ac-ft.	0.44 ac-ft.	0.05 ac-ft.	0.07 ac-ft.
Total Credited Volume Provided = 0.51 ac-ft.			

4.4. Stormwater Attenuation and Allowable Discharge

The proposed system will utilize the dry retention ponds for storage volume to maintain the proposed pavement above the 10-year 1-day storm stage. The perimeter berm shall be constructed to contain the 25-year 3-day storm stage. The Finished Floor Elevation of the proposed building shall be constructed 2' above the FEMA Flood Elevation and above the 100-year 3-day zero discharge stage. Attenuation will be controlled by the on-site dry retention pond control structure. Rainfall from specified storm events for this project area was derived using SFWMD Rainfall Maps (***Exhibits 4A-4F***). The Table below summarizes the design storm stages for the project's basin.

Storm Water Attenuation

Storm Event	Required	Provided
10 YR – 1 DAY Stage (routed)	4.92 NAVD	6.50 NAVD
25 YR – 3 DAY Stage (routed)	5.22 NAVD	6.00 NAVD
100 YR – 3 DAY Stage (zero-discharge)	7.45 NAVD	8.00 NAVD

Please see the enclosed Drainage Calculations for additional details.

The Existing and Proposed Stormwise Models were utilized to determine the Site's existing and proposed discharge rates to the St. Lucie River. A summary of the allowable discharge rate storm events for the City of Stuart can be found below.

Allowable Discharge for Capri Harbor Stuart

Storm Event	Existing Discharge (cfs)	Proposed Discharge (cfs)
3 YR – 1 DAY Stage (routed)	2.67	0.18
5 YR – 1 DAY Stage (routed)	3.45	0.44
10 YR – 3 DAY Stage (routed)	6.62	4.60
25 YR – 3 DAY Stage (routed)	7.94	6.22

Please see the enclosed Stormwise Reports for additional details.

4.5. Recovery Analysis

A proposed Stormwise Simulation was completed to ensure the stormwater system recovers the 25-year Storm Event within the allowable 12 days per SFWMD and City of Stuart Criteria. The model utilized the peak 25-year storm stages for each of the nodes in the model. A single percolation link was created using the on-site geotechnical percolation rates and the dry retention pond stormwater system recovers in 55 hours. Please see ***Appendix 4*** for the Stormwise Recovery Analysis Reports.

5. Conclusion

Please see the attached Drainage Calculations and the construction plans. As described above, the proposed design meets or exceeds the South Florida Water Management District and City of Stuart criteria for Storm Water Management.

6. Reference Material

1. Soil Survey of the Martin County Area, Florida (USDA, NRCS)
2. SFWMD ERP Applicant's Handbook Vol. I & II

Capri Harbor
Stuart

Project No. 2122

EXHIBITS

CAPTEC Engineering, Inc.
Civil Engineering Professionals



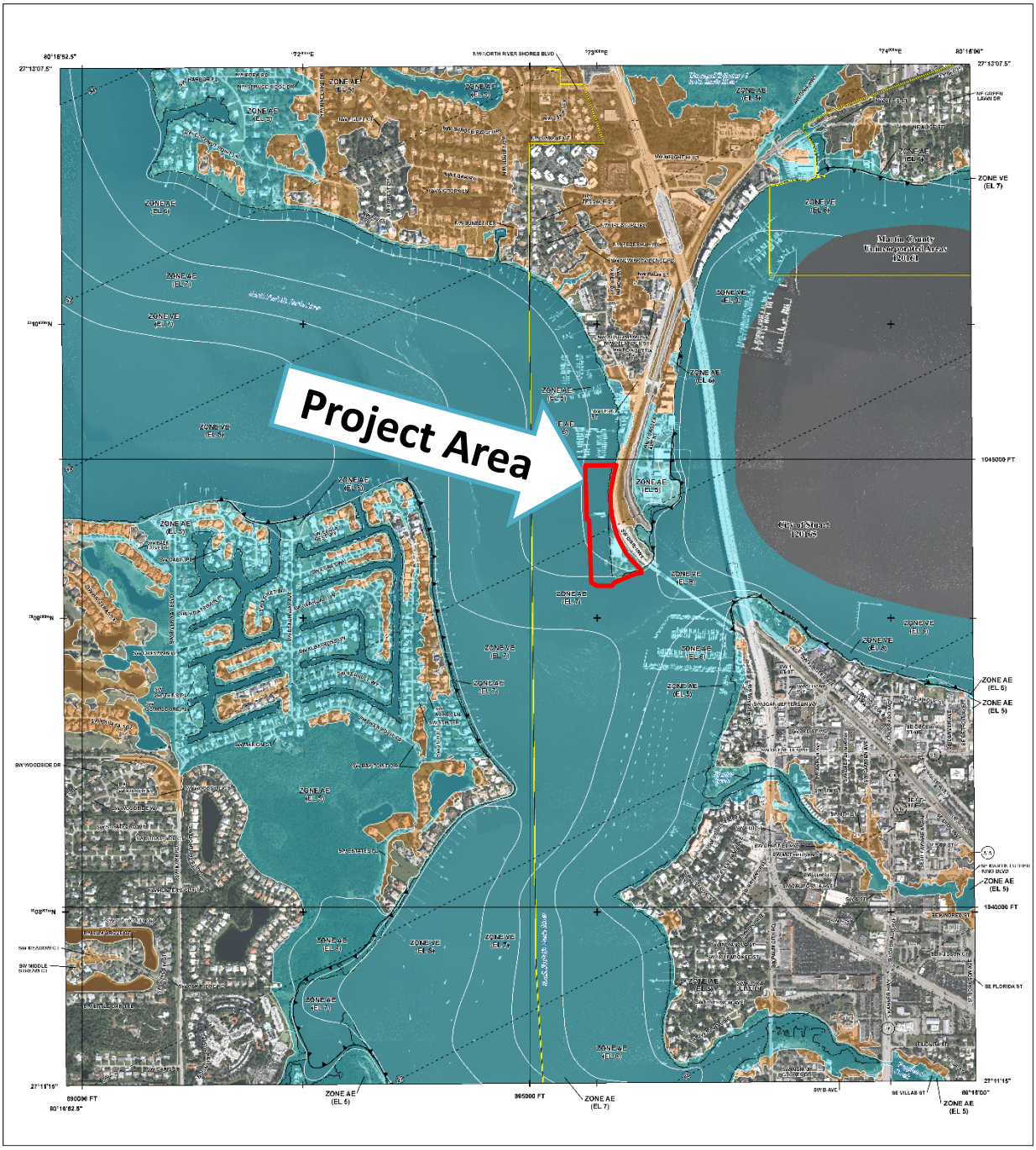
CAPTEC Engineering, Inc.
Civil Engineering Professionals

EXHIBIT 1 – AERIAL MAP
2122 – Capri Harbor Stuart



CAPTEC Engineering, Inc.
Civil Engineering Professionals

EXHIBIT 2 – LOCATION MAP
2122 – Capri Harbor Stuart



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT HTTPS://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall
- 16.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- Base Flood Elevation Line (BFE)

OTHER FEATURES
- Limit of Study
- Jurisdiction Boundary

NOTES TO USERS

For information and updates on flood hazard zones in this area, see Flood Insurance Study (FIS) report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Limit of Moderate Wave Action (LiMWA)

SCALE

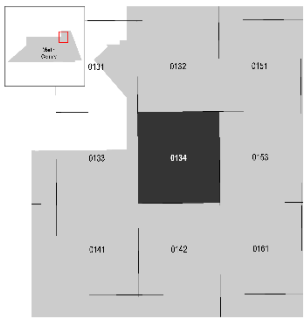
N

1 inch = 500 feet 1:6,000

0 250 500 750 1,000 2,000 feet

0 125 250 500 meters

PANEL LOCATOR



FEMA

National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

MARTIN COUNTY, FLORIDA and Incorporated Areas

PANEL 134 OF 527

FEMA

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
MARTIN COUNTY	120161	0134	H
STUART, CITY OF	120185	0134	H

VERSION NUMBER 2.3.3.2

MAP NUMBER 12085C0134H

MAP REVISED FEBRUARY 19, 2020

CAPTEC Engineering, Inc.
Civil Engineering Professionals

EXHIBIT 3 – FEMA FLOOD MAP
2122 – Capri Harbor Stuart

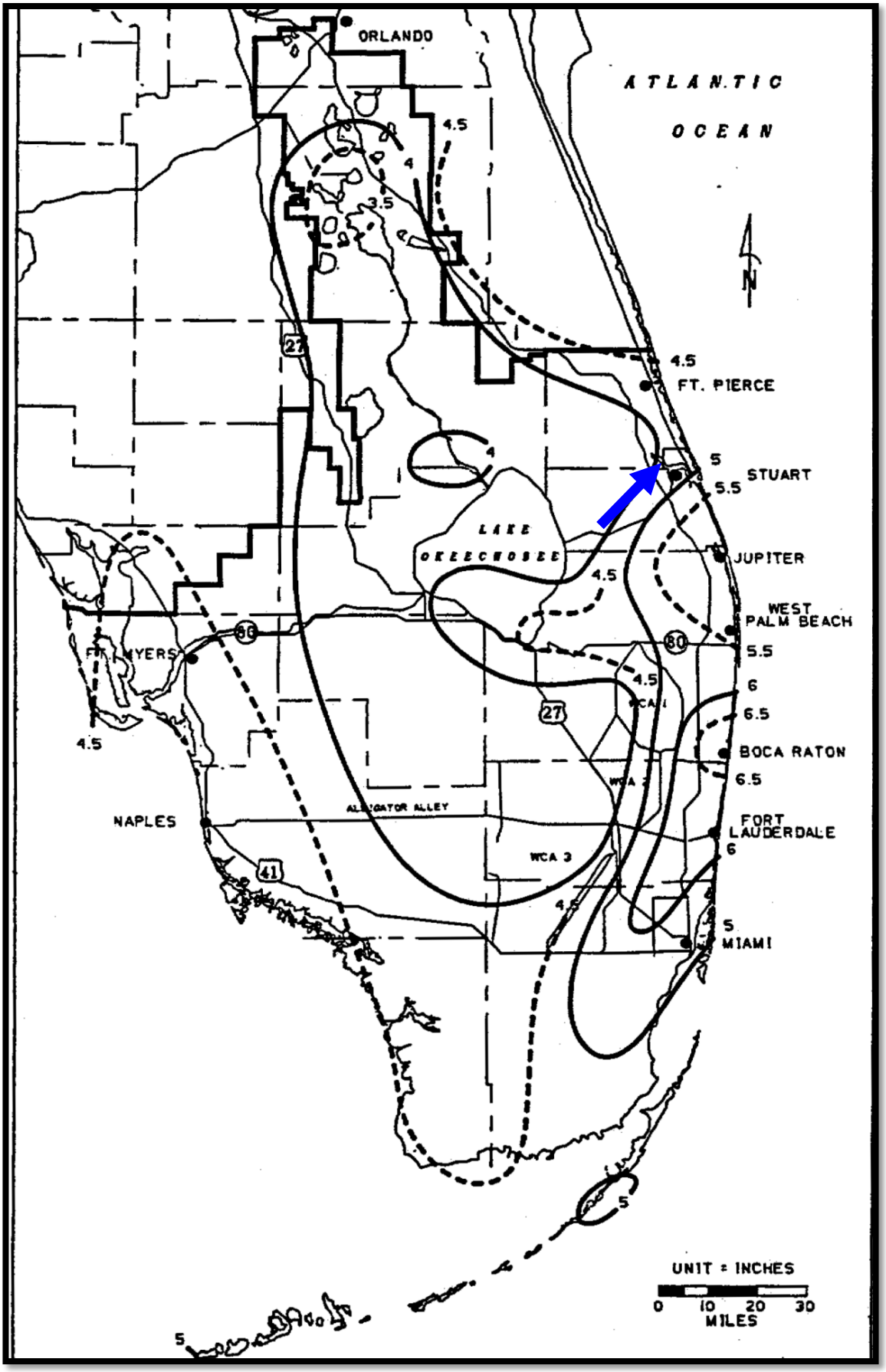


EXHIBIT 4A – SFWMD 1-DAY RAINFALL, 3-YEAR RETURN PERIOD
2122 – Capri Harbor Stuart

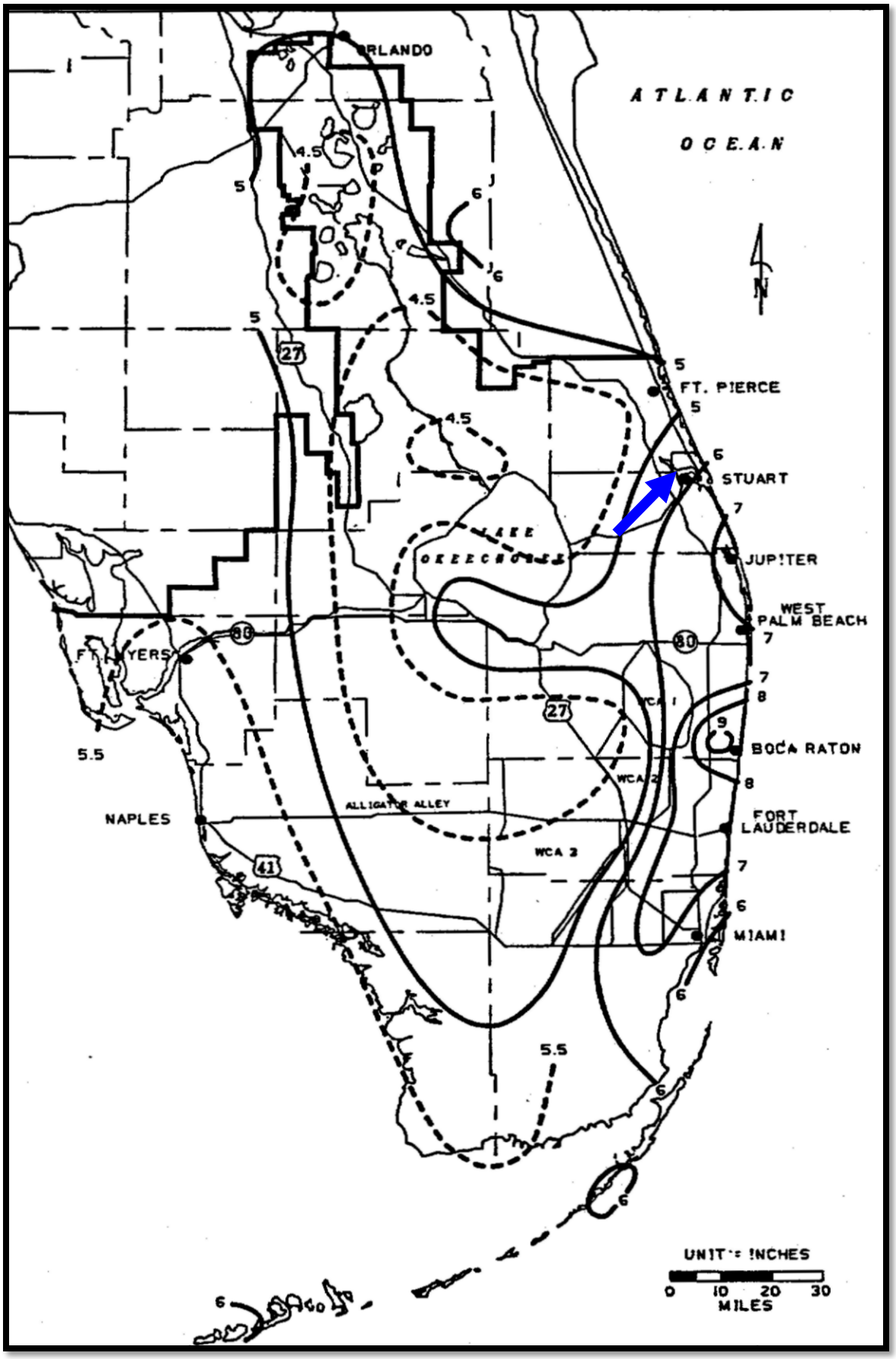


EXHIBIT 4B – SFWMD 1-DAY RAINFALL, 5-YEAR RETURN PERIOD
2122 – Capri Harbor Stuart

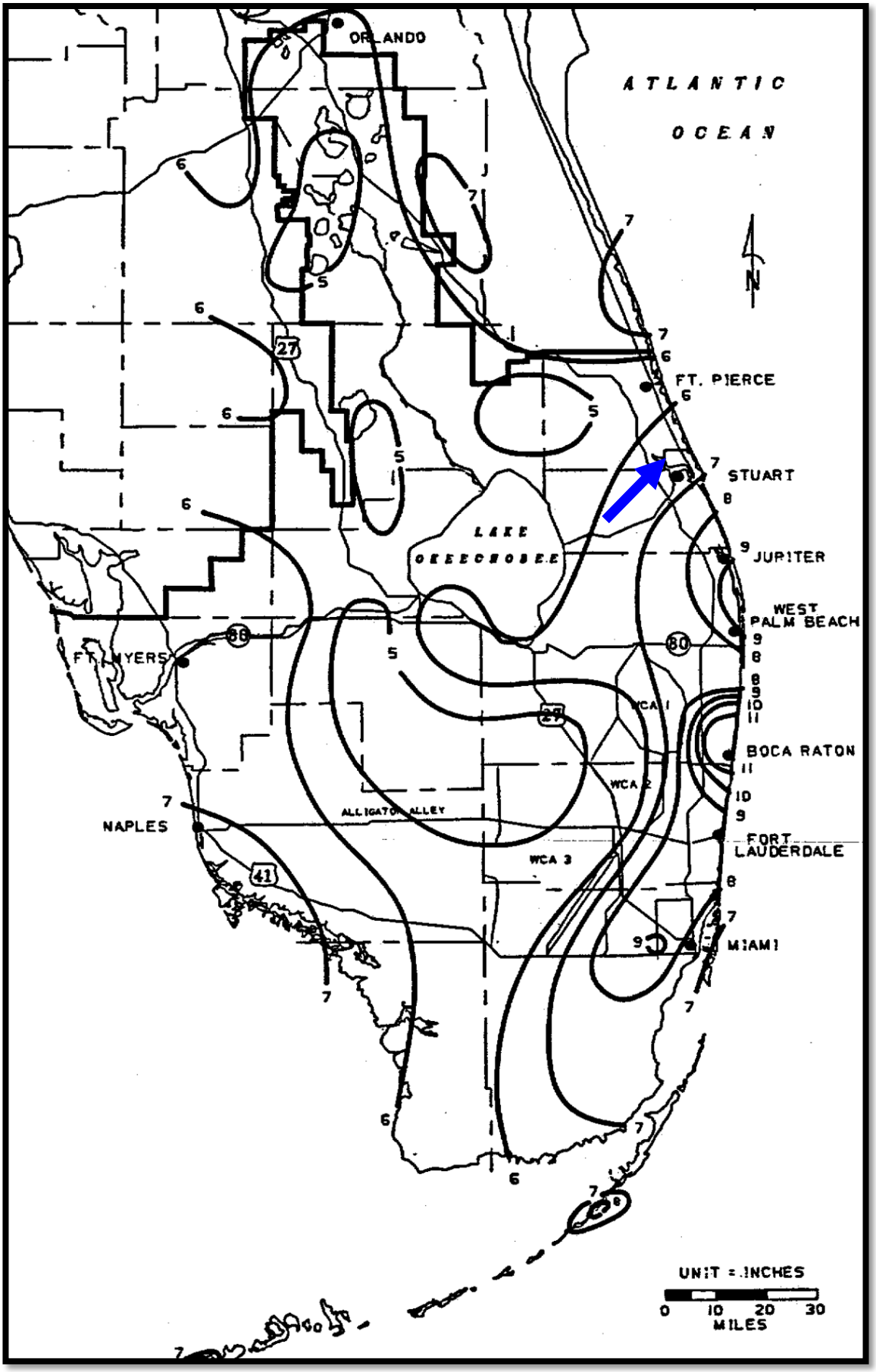


EXHIBIT 4C – SFWMD 1-DAY RAINFALL, 10-YEAR RETURN PERIOD
2122 – Capri Harbor Stuart

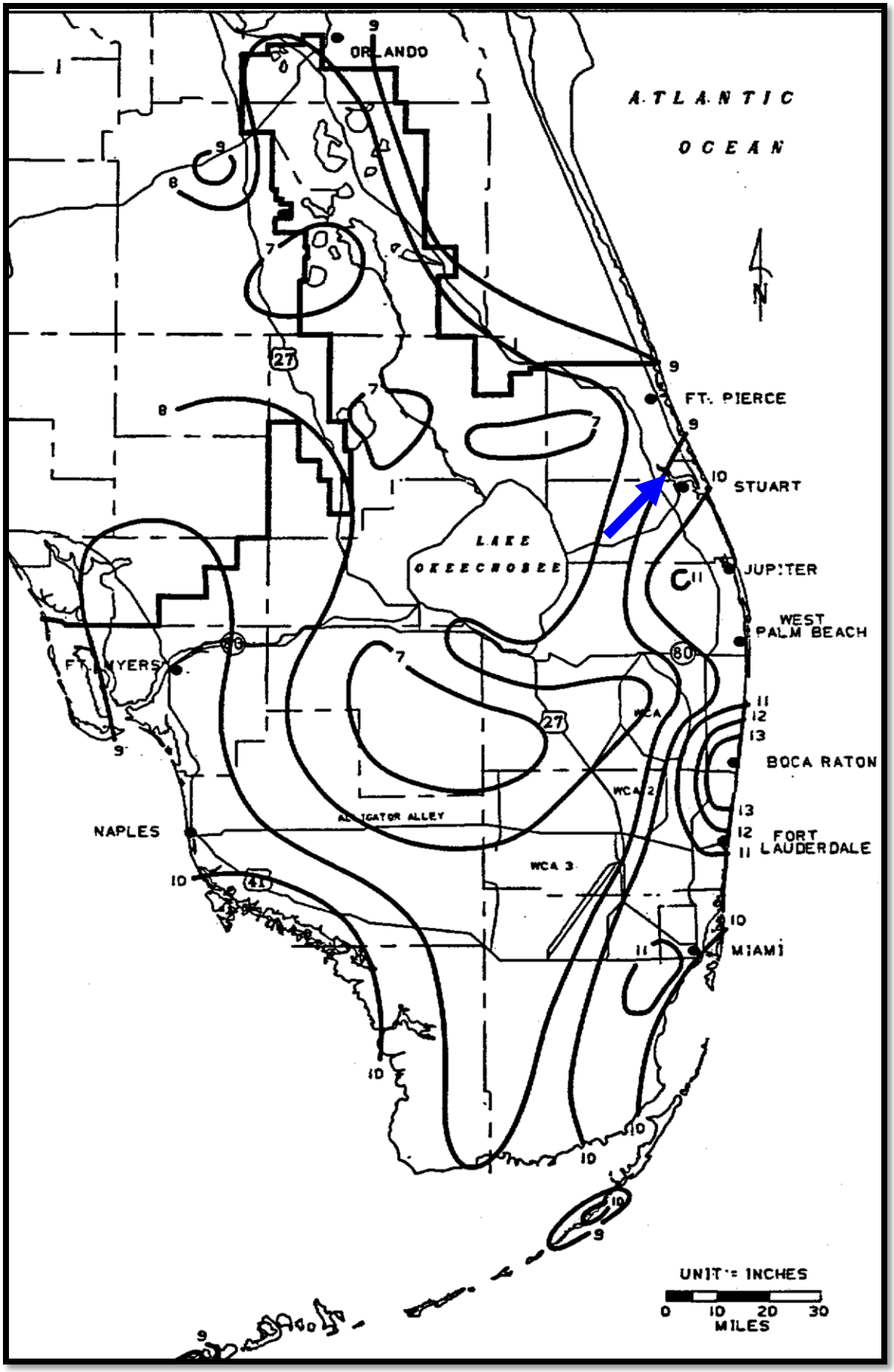


EXHIBIT 4D – SFWMD 3-DAY RAINFALL, 10-YEAR RETURN PERIOD
2122 – Capri Harbor Stuart

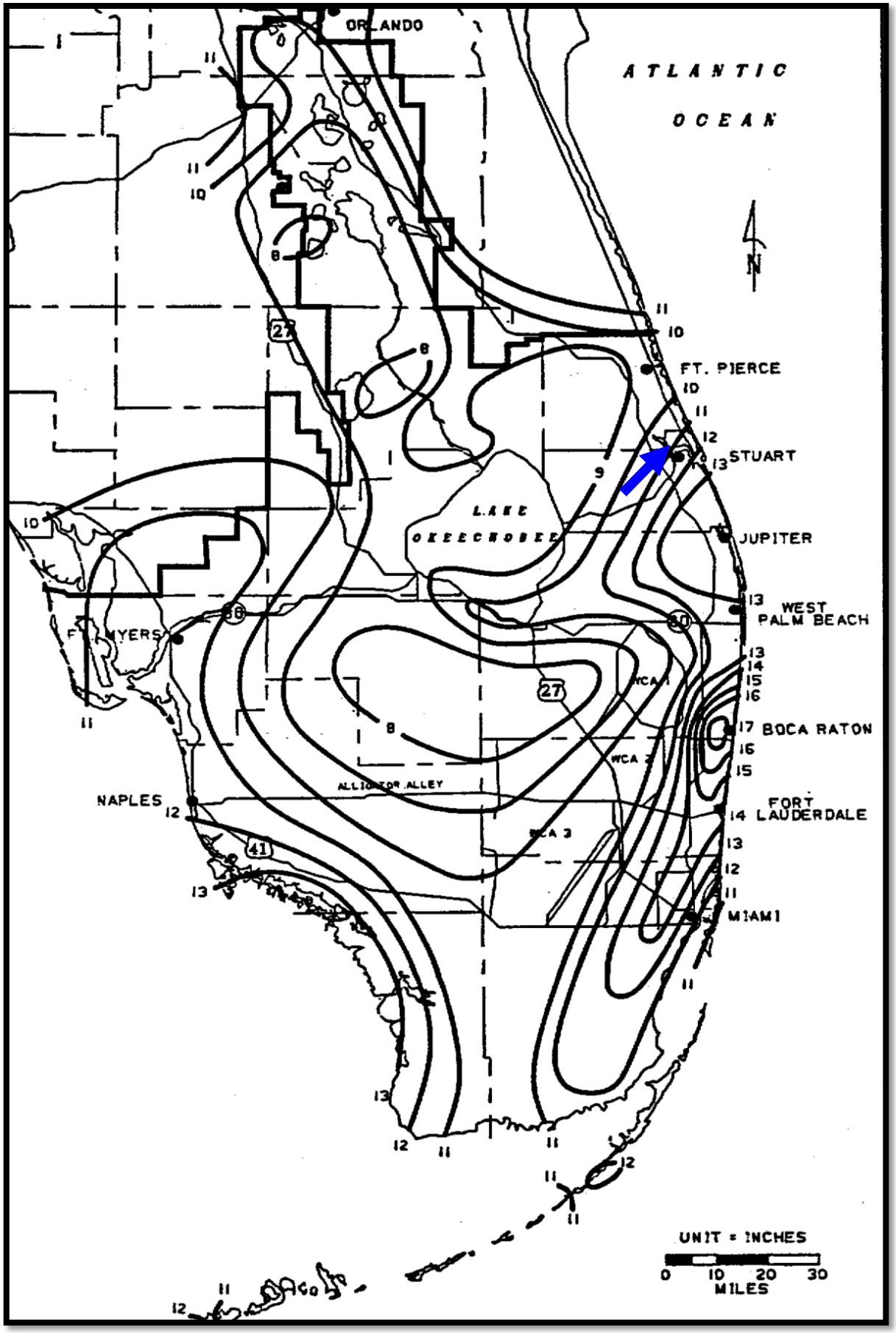


EXHIBIT 4E – SFWMD 3-DAY RAINFALL, 25-YEAR RETURN PERIOD
2122 – Capri Harbor Stuart

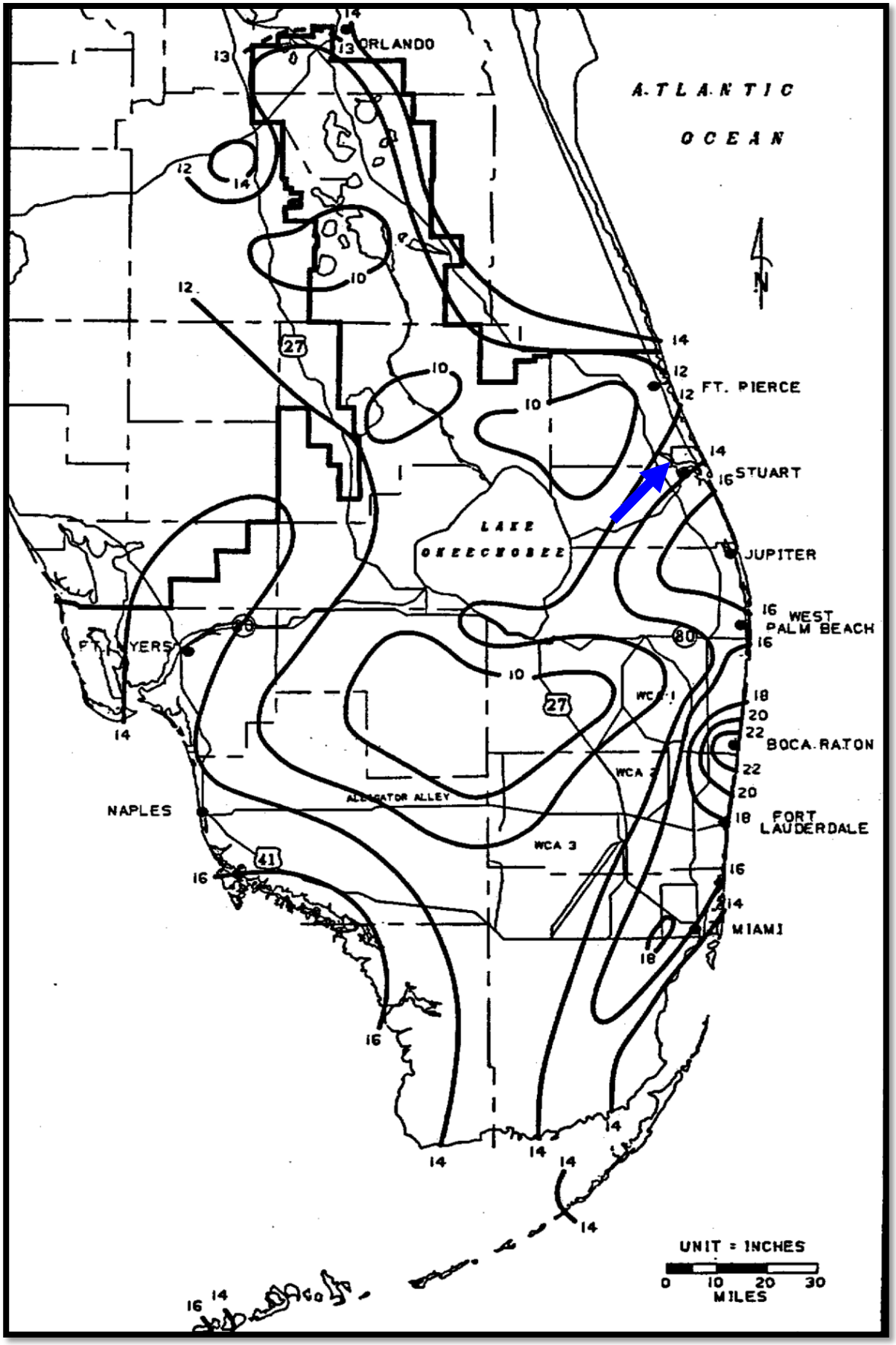


EXHIBIT 4F – SFWMD 3-DAY RAINFALL, 100-YEAR RETURN PERIOD
2122 – Capri Harbor Stuart

Capri Harbor

Stuart

Project No. 2122

APPENDIX 1

Drainage Calculations with BMPTrains

CAPTEC Engineering, Inc.
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Drainage Calculations

Basin Data

Calculate Basin Area

Total Site Area	=	*11.09 Ac.*
Land Waterward of Mean High Water	=	*7.49 Ac.*
Upland Area to Remain	=	*0.57 Ac.*
	=	*0.00 Ac.*
Total Basin Area	=	*3.03 Ac.*

Calculate Impervious Area

Buildings	=	*0.19 Ac.*
Pavement	=	*1.25 Ac.*
Sidewalk / Curb	=	*0.20 Ac.*
Retention/Detention	=	*0.20 Ac.*
Total Impervious Area	=	*1.84 Ac.*
Total Pervious Area	=	*1.19 Ac.*

Calculate CN

The proposed DCIA area	=	*1.45 Ac.*
Remaining Site Area	=	*1.58 Ac.*

Land Type	Hydrologic Soil Group	Area	CN
Green Area	*A*	*1.19 Ac.*	39
Buildings		*0.19 Ac.*	98
Pavement		*1.25 Ac.*	98
Retention/Detention		*0.20 Ac.*	98
Total Composite CN			*75*

Water Quality Storage for Basin

South Florida Water Management District Criteria

1.) Required Pre-Treatment Volume

a) One half inch over Basin Area

Va = 3.03 * 0.5 In. * (1 Ft./12 In.) = ***0.13 Ac.-Ft.***

2.) Required Water Quality Treatment Volume

a) First inch of runoff

Va = 3.03 * 1 In. * (1 Ft./12 In.) = ***0.25 Ac.-Ft.***

b) Runoff from 2.5 * % net impervious

Site Area for Water Quality (S_{WQ}) = Basin - Building - Wtr Mgmt =

= 3.03 - 0.19 - 0.20 = ***2.64 Ac.***

Impervious Area for Water Quality (I_{WQ})= S_{WQ} - Pervious Area =

= 2.64 - 1.19 = ***1.45 Ac.***

% Impervious Area for Water Quality = I_{WQ} / S_{WQ}

= 1.45 / 2.64 = ***54.92%***

Vb (SFWMD) = % Impervious Area for WQ * (Total Basin Area - Wtr Mgmt) =

2.5 * 0.55 * (3.03 - 0.20) * (1 Ft./12 In.) = ***0.32 Ac.-Ft.***

c) Since Vb (SFWMD) > Va the water quality volume required = ***0.32 Ac.-Ft.***

d) Treatment Volume Required by BMP Trains = ***0.22 Ac.-Ft.***

Water Quality Volume Required	=	***0.32 Ac.-Ft.***
150% Impaired Waterbody	=	***0.49 Ac.-Ft.***

2.) Provided Water Quality Treatment Volume

Dry Retention	=	***0.22 Ac.-Ft.***	50% Credit	=	***0.44 Ac.-Ft.***
Dry Detention	=	***0.05 Ac.-Ft.***	75% Credit	=	***0.07 Ac.-Ft.***
Total Provided	=	***0.27 Ac.-Ft.***	**Total Credited**	=	***0.51 Ac.-Ft.***
			WQ Elevation Provided	=	***4.70 Ft.-NAVD***

	Elevation (NAVD)	
	Required	***Provided***
Finished Floor (100 yr. 3 day - zero discharge)	***7.45***	***8.00***
Perimeter Berm (25 yr. 3 day - ICPR Routed)	***5.22***	***6.00***
Parking / Pavement (10 yr. 1 day - ICPR Routed)	***4.92***	***6.50***
Water Quality Elevation	***4.70***	***4.70***
Water Quality Provided		***0.27 Ac.-Ft.***

CAPTEC Engineering, Inc.
Capri Harbor Stuart
Project No. 2122

Drainage Calculations

Soil Storage[1] Basin

Depth to Water Table		~	*4.00 Ft.*
Soil Storage (4.0 depth to Water Table) for	Coastal	=	*10.90 In.*
Compaction Reduction (25%) For Developed Area		=	*8.18 In.*
Pervious Area (Developed)		=	*1.19 Ac.*
S = 8.18 * (Dev. Perv. / 3.03)		=	*3.21 In.*

1.) South Florida Water Management District Volume IV Basis of Review July 2008 Cumulative Water Storage pages E-1 to E-3

Design Storm (Zero Discharge)

3 Yr. - 1 Day P = *4.75*

V=(((4.8-.2*3.21)^2)/(4.8+.8*3.21))*1'/12"*3.03 = ***0.58 Ac.-Ft.***

Elev. 6.00

5 Yr. - 1 Day P = *5.50*

V=(((5.5-.2*3.21)^2)/(5.5+.8*3.21))*1'/12"*3.03 = ***0.74 Ac.-Ft.***

Elev. 6.25

10 Yr. - 1 Day P = *6.50*

V=(((6.5-.2*3.21)^2)/(6.5+.8*3.21))*1'/12"*3.03 = ***0.96 Ac.-Ft.***

Elev. 6.50

10 Yr. - 3 Day P = *9.50*

V=(((9.5-.2*3.21)^2)/(9.5+.8*3.21))*1'/12"*3.03 = ***1.64 Ac.-Ft.***

Elev. 2.50

25 Yr. - 3 Day P = *11.00*

V=(((11.0-.2*3.21)^2)/(11.0+.8*3.21))*1'/12"*3.03 = ***2.00 Ac.-Ft.***

Elev. 7.25

100 Yr. - 3 Day P = *13.00*

V=(((13.0-.2*3.21)^2)/(13.0+.8*3.21))*1'/12"*3.03 = ***2.48 Ac.-Ft.***

Elev. 7.45

Water Quality Storage for Basin 1

Stage Feet NAVD	Dry Ret 1 0.16 Ac. Storage Ac-Ft.	Dry Ret 1 0.02 Ac. Storage Ac-Ft.	Dry Ret 2 0.03 Ac. Storage Ac-Ft.	Dry Ret 2 0.01 Ac. Storage Ac-Ft.	Total Storage Ac-Ft.	Pavement 1.25 Ac.	Green Area 1.19 Ac. Storage Ac-Ft.	Total 2.63 Ac. Storage Ac-Ft.	
	* 6.00	*****	* 6.00	*****		* 8.00	* 8.00		
	**	*****	**	*****		**	**		
	***	*****	***	*****		***	***		
	****	*****	****	*****		****	****		
	***** 1.50	***** 1.50	***** 4.00	***** 4.00		***** 5.50	***** 6.00		
1.50	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
1.60	0.000	0.002	0.000	0.000	0.002	0.000	0.000	0.002	
1.70	0.001	0.005	0.000	0.000	0.005	0.000	0.000	0.005	
1.80	0.002	0.007	0.000	0.000	0.009	0.000	0.000	0.009	
1.90	0.003	0.009	0.000	0.000	0.012	0.000	0.000	0.012	
2.00	0.005	0.012	0.000	0.000	0.016	0.000	0.000	0.016	
2.10	0.007	0.014	0.000	0.000	0.020	0.000	0.000	0.020	
2.20	0.009	0.016	0.000	0.000	0.025	0.000	0.000	0.025	
2.30	0.012	0.019	0.000	0.000	0.030	0.000	0.000	0.030	
2.40	0.015	0.021	0.000	0.000	0.036	0.000	0.000	0.036	
2.50	0.018	0.023	0.000	0.000	0.041	0.000	0.000	0.041	
2.60	0.022	0.025	0.000	0.000	0.048	0.000	0.000	0.048	
2.70	0.026	0.028	0.000	0.000	0.054	0.000	0.000	0.054	
2.80	0.031	0.030	0.000	0.000	0.061	0.000	0.000	0.061	
2.90	0.036	0.032	0.000	0.000	0.068	0.000	0.000	0.068	
3.00	0.041	0.035	0.000	0.000	0.110	0.000	0.000	0.110	
3.10	0.047	0.037	0.000	0.000	0.084	0.000	0.000	0.084	
3.20	0.053	0.039	0.000	0.000	0.092	0.000	0.000	0.092	
3.30	0.059	0.042	0.000	0.000	0.101	0.000	0.000	0.101	
3.40	0.066	0.044	0.000	0.000	0.110	0.000	0.000	0.110	
3.50	0.073	0.046	0.000	0.000	0.119	0.000	0.000	0.119	
3.60	0.080	0.049	0.000	0.000	0.129	0.000	0.000	0.129	
3.70	0.088	0.051	0.000	0.000	0.139	0.000	0.000	0.139	
3.80	0.096	0.053	0.000	0.000	0.150	0.000	0.000	0.150	
3.90	0.105	0.056	0.000	0.000	0.160	0.000	0.000	0.160	
4.00	0.114	0.058	0.000	0.000	0.172	0.000	0.000	0.172	*Bleeder EL
4.10	0.123	0.060	0.000	0.001	0.184	0.000	0.000	0.184	
4.20	0.133	0.063	0.000	0.002	0.197	0.000	0.000	0.197	
4.30	0.143	0.065	0.001	0.003	0.211	0.000	0.000	0.211	
4.40	0.153	0.067	0.001	0.004	0.225	0.000	0.000	0.225	
4.50	0.164	0.069	0.002	0.005	0.240	0.000	0.000	0.240	
4.60	0.175	0.072	0.003	0.006	0.255	0.000	0.000	0.255	
4.70	0.186	0.074	0.004	0.007	0.271	0.000	0.000	0.271	*WQ EL
4.80	0.198	0.076	0.005	0.008	0.287	0.000	0.000	0.287	
4.90	0.210	0.079	0.006	0.009	0.304	0.000	0.000	0.304	
5.00	0.223	0.081	0.007	0.010	0.321	0.000	0.000	0.321	
5.10	0.236	0.083	0.009	0.011	0.339	0.000	0.000	0.339	
5.20	0.249	0.086	0.011	0.011	0.357	0.000	0.000	0.357	
5.30	0.263	0.088	0.012	0.012	0.376	0.000	0.000	0.376	
5.40	0.277	0.090	0.014	0.013	0.395	0.000	0.000	0.395	
5.50	0.291	0.093	0.017	0.014	0.415	0.000	0.000	0.415	
5.60	0.306	0.095	0.019	0.015	0.435	0.002	0.000	0.438	
5.70	0.321	0.097	0.021	0.016	0.456	0.010	0.000	0.466	
5.80	0.337	0.100	0.024	0.017	0.477	0.022	0.000	0.500	
5.90	0.352	0.102	0.027	0.018	0.499	0.040	0.000	0.539	
6.00	0.369	0.104	0.029	0.019	0.521	0.062	0.000	0.584	

Complete Report (not including cost) Ver 2.0.2

Project: Capri Harbor Stuart
Date: 8/5/2025 4:31:11 PM

Site and Catchment Information

Analysis: Net Improvement

Catchment Name	Basin 1
Rainfall Zone	Florida Zone 5
Annual Mean Rainfall	57.00

Pre-Condition Landuse Information

Landuse	Low-Intensity Commercial: TN=1.13 TP=0.188
Area (acres)	3.03
Rational Coefficient (0-1)	0.17
Non DCIA Curve Number	74.00
DCIA Percent (0-100)	8.50
Nitrogen EMC (mg/l)	1.130
Phosphorus EMC (mg/l)	0.188
Runoff Volume (ac-ft/yr)	2.503
Nitrogen Loading (kg/yr)	3.487
Phosphorus Loading (kg/yr)	0.580

Post-Condition Landuse Information

Landuse	High-Intensity Commercial: TN=2.40 TP=0.345
Area (acres)	3.03
Rational Coefficient (0-1)	0.39
Non DCIA Curve Number	39.00
DCIA Percent (0-100)	47.80
Wet Pond Area (ac)	0.00
Nitrogen EMC (mg/l)	2.400
Phosphorus EMC (mg/l)	0.345
Runoff Volume (ac-ft/yr)	5.682
Nitrogen Loading (kg/yr)	16.815
Phosphorus Loading (kg/yr)	2.417

Catchment Number: 1 Name: Basin 1

Project: Capri Harbor Stuart
Date: 8/5/2025

Retention Design

Retention Depth (in)	0.880
Retention Volume (ac-ft)	0.222

Watershed Characteristics

Catchment Area (acres)	3.03
Contributing Area (acres)	3.030
Non-DCIA Curve Number	39.00
DCIA Percent	47.80
Rainfall Zone	Florida Zone 5
Rainfall (in)	57.00

Surface Water Discharge

Required TN Treatment Efficiency (%)	79
Provided TN Treatment Efficiency (%)	79
Required TP Treatment Efficiency (%)	76
Provided TP Treatment Efficiency (%)	79

Media Mix Information

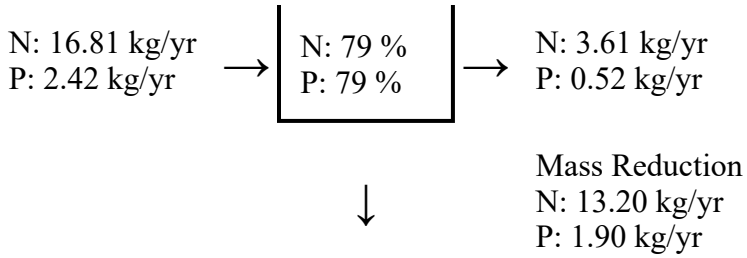
Type of Media Mix	Not Specified
Media N Reduction (%)	
Media P Reduction (%)	

Groundwater Discharge (Stand-Alone)

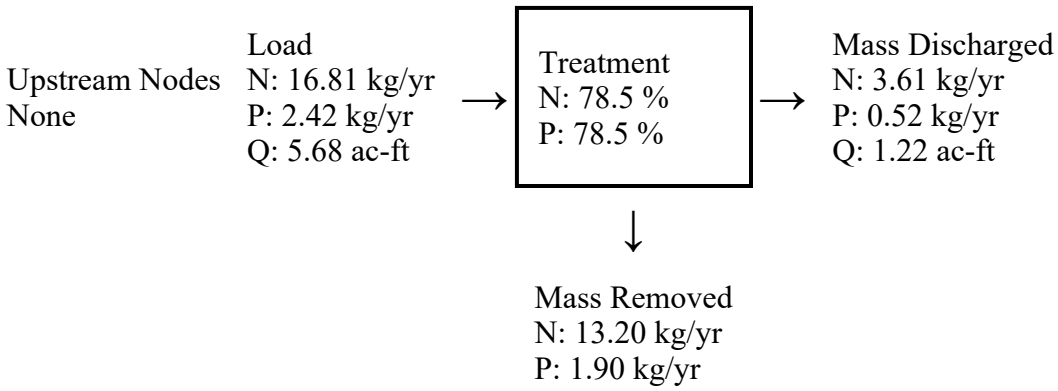
Treatment Rate (MG/yr)	1.438
TN Mass Load (kg/yr)	13.204
TN Concentration (mg/L)	2.400
TP Mass Load (kg/yr)	1.898
TP Concentration (mg/L)	0.345

Load Diagram for Retention (stand-alone)





Load Diagram for Retention (As Used In Routing)



Summary Treatment Report Version: 2.0.2

Project: Capri Harbor Stuart

Date:8/5/2025

Analysis Type: Net Improvement
BMP Types:
Catchment 1 - Retention

Routing Summary
Catchment 1 Routed to Outlet

Total nitrogen target removal met? YES
Total phosphorus target removal met? YES

Summary Report

Nitrogen

Surface Water Discharge		
Total N pre load	3.49 kg/yr	
Total N post load	16.81 kg/yr	
Target N load reduction	79 %	
Target N discharge load	3.49 kg/yr	
Percent N load reduction	79 %	
Provided N discharge load	3.61 kg/yr	7.96 lb/yr
Provided N load removed	13.2 kg/yr	29.12 lb/yr

Phosphorus

Surface Water Discharge

Total P pre load	.58 kg/yr	
Total P post load	2.417 kg/yr	
Target P load reduction	76 %	
Target P discharge load	.58 kg/yr	
Percent P load reduction	79 %	
Provided P discharge load	.519 kg/yr	1.14 lb/yr
Provided P load removed	1.898 kg/yr	4.185 lb/yr

From Pre-Condition Loads

Existing N Discharge	3.49 (kg/yr)
Existing P Discharge	.58 (kg/yr)

Capri Harbor

Stuart

Project No. 2122

APPENDIX 2

Existing Stormwise Model Reports

Existing Input Report

Existing Node Max Report

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Simple Basin: Capri Harbor

Scenario:	Existing
Node:	Existing Site
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	30.0000 min
Max Allowable Q:	999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	3.0300 ac
Curve Number:	74.0
Ia/S:	0.00
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: Existing Site

Scenario:	Existing
Type:	Stage/Area
Base Flow:	0.00 cfs
Initial Stage:	1.19 ft
Warning Stage:	6.00 ft
Alert Stage:	0.00 ft

Stage [ft]	Area [ac]	Area [ft2]
1.19	0.0006	26
1.50	0.0063	274
2.00	0.0413	1799
2.50	0.2594	11299
3.00	0.6313	27499
3.50	0.9246	40276
4.00	1.1949	52050
4.50	1.4187	61799
5.00	1.6156	70376
5.50	1.7573	76548
6.00	1.8859	82150
6.50	1.9858	86501
7.00	2.0196	87974
7.31	2.0333	88571

Comment:

Node: St Lucie River

Scenario: Existing
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: -0.41 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	-0.41
0	0	0	999.0000	-0.41

Comment:

Weir Link: Exist. OF

Scenario: Existing
From Node: Existing Site
To Node: St Lucie River
Link Count: 1
Flow Direction: Both
Damping: 0.0000 ft
Weir Type: Broad Crested Vertical
Geometry Type: Irregular
Invert: 1.39 ft
Control Elevation: 1.39 ft
Cross Section: Exist. Bndry

Bottom Clip
Default: 0.00 ft
Op Table:
Ref Node:

Top Clip
Default: 0.00 ft
Op Table:
Ref Node:

Discharge Coefficients
Weir Default: 2.800
Weir Table:
Orifice Default: 0.600
Orifice Table:

Comment:

Weir Cross Section: Exist. Bndry

Scenario: Existing
Lid: No

Bottom Point Table

Order	Station [ft]	Elevation [ft]
0	0.00	4.55
1	3.90	4.62
2	7.81	4.61
3	11.71	4.53
4	15.61	4.37
5	19.51	4.21
6	23.42	4.13

Order	Station [ft]	Elevation [ft]
7	27.32	4.09
8	31.22	3.99
9	35.13	3.85
10	39.03	3.70
11	42.93	3.55
12	46.84	3.44
13	50.74	3.36
14	54.64	3.32
15	58.54	3.30
16	62.45	3.36
17	66.10	3.35
18	69.76	3.34
19	73.42	3.32
20	77.07	3.29
21	80.73	3.25
22	84.39	3.23
23	88.04	3.20
24	91.70	3.17
25	95.35	3.14
26	99.01	3.10
27	102.67	2.99
28	106.32	2.86
29	109.98	2.76
30	113.64	2.65
31	117.29	2.56
32	120.95	2.47
33	124.61	2.39
34	128.26	2.34
35	131.92	2.28
36	135.57	2.22
37	139.23	2.17
38	142.89	2.11
39	146.54	2.07
40	150.20	2.04
41	153.86	2.07
42	157.51	2.09
43	161.17	2.11
44	164.83	2.12
45	168.48	2.12
46	172.14	2.12
47	175.79	2.11
48	179.45	2.09
49	183.11	2.06
50	186.76	2.04
51	190.42	2.01
52	194.08	1.97
53	197.73	1.92
54	201.39	1.87

Order	Station [ft]	Elevation [ft]
55	205.04	1.81
56	208.70	1.78
57	212.36	1.74
58	216.01	1.71
59	219.67	1.67
60	223.33	1.62
61	226.98	1.57
62	230.64	1.52
63	234.30	1.48
64	237.95	1.45
65	241.61	1.42
66	245.26	1.39
67	248.92	1.41
68	252.58	1.51
69	256.23	1.62
70	259.89	1.74
71	263.55	1.86
72	267.20	1.96
73	270.86	2.02
74	274.52	2.05
75	278.17	2.12
76	281.83	2.19
77	285.48	2.27
78	289.14	2.34
79	292.80	2.42
80	296.45	2.47
81	301.44	2.49
82	306.42	2.49
83	311.40	2.49
84	316.38	2.44
85	321.36	2.39
86	326.34	2.33
87	331.32	2.41
88	336.31	2.53
89	340.99	2.65
90	345.68	2.71
91	350.37	2.76
92	355.05	2.78
93	359.74	2.76
94	364.43	2.67
95	369.12	2.57
96	373.80	2.48
97	378.31	2.58
98	382.81	2.70
99	387.32	2.84
100	391.82	3.01
101	395.78	2.98
102	399.73	2.94

Order	Station [ft]	Elevation [ft]
103	403.68	2.89
104	407.63	2.84
105	411.58	2.81
106	415.53	2.77
107	419.49	2.75
108	423.44	2.74
109	427.39	2.72
110	431.34	2.68
111	435.29	2.64
112	439.25	2.61
113	443.20	2.62
114	447.15	2.67
115	451.10	2.69
116	455.05	2.71
117	459.00	2.71
118	462.96	2.72
119	466.91	2.72
120	470.86	2.72
121	474.81	2.72
122	478.76	2.72
123	482.72	2.72
124	486.67	2.72
125	490.62	2.69
126	494.57	2.69
127	498.52	2.82
128	502.47	3.01
129	506.43	3.21
130	510.38	3.35
131	514.33	3.47
132	518.28	3.61
133	521.33	3.60
134	524.37	3.60
135	527.42	3.59
136	530.46	3.60
137	533.51	3.63
138	536.55	3.74
139	539.60	3.83
140	542.64	3.86
141	546.78	3.85
142	550.92	3.84
143	555.05	3.85
144	559.19	3.94
145	563.33	3.83
146	567.46	3.62
147	571.60	3.21
148	575.74	2.85
149	579.92	3.41
150	584.11	3.88

Order	Station [ft]	Elevation [ft]
151	588.29	4.18
152	592.48	4.26
153	596.67	4.32
154	600.85	4.39
155	605.04	4.46
156	609.22	4.52
157	613.41	4.58
158	617.59	4.57
159	621.78	4.17
160	625.97	4.03
161	630.15	4.09
162	634.34	4.15
163	638.52	4.12
164	642.71	4.10
165	647.15	4.25
166	651.60	4.40
167	656.04	4.59
168	660.48	4.87
169	665.42	4.87
170	670.36	4.93
171	675.30	4.99
172	680.24	5.06
173	685.18	5.10
174	690.12	5.05
175	695.06	4.87
176	700.00	4.68
177	704.94	4.51
178	709.88	4.43
179	714.82	4.44
180	719.76	4.45
181	724.70	4.47
182	729.63	4.49
183	734.57	4.49
184	739.51	4.45
185	744.02	4.81
186	748.53	4.87
187	753.04	4.86
188	757.55	4.66
189	762.06	4.29
190	766.57	4.09
191	771.08	4.10
192	775.59	3.91
193	780.42	3.74
194	785.24	3.56
195	790.07	3.56
196	794.90	3.89
197	799.73	3.76
198	804.56	3.58

Order	Station [ft]	Elevation [ft]
199	809.39	3.42
200	814.22	3.39
201	818.99	3.49
202	823.76	3.60
203	828.53	3.70
204	833.31	3.79
205	838.08	3.88
206	842.85	3.89
207	847.62	3.83
208	852.39	3.79
209	857.16	3.71
210	861.93	3.56
211	866.70	3.41
212	871.48	3.29
213	876.25	3.59
214	881.02	4.43
215	885.79	5.49
216	890.56	6.40

Comment:

Simulation: 003yr1day

Scenario: Existing
Run Date/Time: 8/8/2025 2:27:41 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	120.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

IA Recovery Time: 24.0000 hr
Ia/S: 0.20 dec
Smp/Man Basin Rain Opt: Global
Rainfall Name: ~FLMOD
Rainfall Amount: 4.75 in
Storm Duration: 24.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Simulation: 005yr24hr

Scenario: Existing
Run Date/Time: 8/8/2025 2:28:50 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

Year	Month	Day	Hour [hr]

Start Time:	0	0	0	0.0000
End Time:	0	0	0	120.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft		
		Rainfall Name:	~FLMOD
		Rainfall Amount:	5.50 in
		Storm Duration:	24.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area	100 ft2

(1D):
Energy Switch (1D): Energy

Comment:

Simulation: 010yr24hr

Scenario: Existing
Run Date/Time: 8/8/2025 2:29:58 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	120.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	8.0000	15.0000
0	0	0	16.0000	30.0000
0	0	0	24.0000	60.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	8.0000	15.0000
0	0	0	16.0000	30.0000
0	0	0	24.0000	60.0000
0	0	0	72.0000	120.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Lookup Tables

Rainfall Folder:		Boundary Stage Set:	
		Extern Hydrograph Set:	
Unit Hydrograph Folder:		Curve Number Set:	
		Green-Ampt Set:	
		Vertical Layers Set:	
		Impervious Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft		
		Rainfall Name:	~FLMOD
		Rainfall Amount:	6.50 in
		Storm Duration:	24.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: 010yr72hr

Scenario:	Existing
Run Date/Time:	8/8/2025 2:35:24 PM
Program Version:	StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	240.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	72.0000	30.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000
0	0	0	48.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	76.0000	30.0000
0	0	0	90.0000	60.0000
0	0	0	120.0000	120.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

IA Recovery Time: 24.0000 hr
Ia/S: 0.20 dec
Smp/Man Basin Rain Opt: Global
Rainfall Name: ~SFWMD-72
Rainfall Amount: 9.50 in
Storm Duration: 72.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Simulation: 025yr72hr

Scenario: Existing
Run Date/Time: 8/8/2025 2:36:20 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	240.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	72.0000	30.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000
0	0	0	48.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	76.0000	30.0000
0	0	0	90.0000	60.0000
0	0	0	120.0000	120.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:

Folder:

Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft		
		Rainfall Name:	~SFWMD-72
		Rainfall Amount:	11.00 in
		Storm Duration:	72.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: 100yr72hr

Scenario: Existing
Run Date/Time: 8/8/2025 2:37:14 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	240.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	72.0000	30.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000
0	0	0	0.0000	60.0000
0	0	0	48.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	76.0000	30.0000
0	0	0	90.0000	60.0000
0	0	0	120.0000	120.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

IA Recovery Time: 24.0000 hr
Ia/S: 0.20 dec
Smp/Man Basin Rain Opt: Global
Rainfall Name: ~SFWMD-72
Rainfall Amount: 13.00 in
Storm Duration: 72.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Node Max Conditions [Existing]

Node Name	Sim Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
Existing Site	003yr1day	6.00	0.00	1.56	0.0010	2.67	2.67	470
Existing Site	005yr24hr	6.00	0.00	1.59	0.0010	3.45	3.45	534
Existing Site	010yr24hr	6.00	0.00	1.61	0.0010	4.54	4.54	613
Existing Site	010yr72hr	6.00	0.00	1.65	0.0010	6.62	6.62	737
Existing Site	025yr72hr	6.00	0.00	1.67	0.0010	7.94	7.94	805
Existing Site	100yr72hr	6.00	0.00	1.70	0.0010	9.70	9.70	886

Node Max Conditions [Existing]

Node Name	Sim Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
St Lucie River	003yr1day	0.00	0.00	-0.41	0.0000	2.67	0.00	0
St Lucie River	005yr24hr	0.00	0.00	-0.41	0.0000	3.45	0.00	0
St Lucie River	010yr24hr	0.00	0.00	-0.41	0.0000	4.54	0.00	0
St Lucie River	010yr72hr	0.00	0.00	-0.41	0.0000	6.62	0.00	0
St Lucie River	025yr72hr	0.00	0.00	-0.41	0.0000	7.94	0.00	0
St Lucie River	100yr72hr	0.00	0.00	-0.41	0.0000	9.70	0.00	0

Capri Harbor

Stuart

Project No. 2122

APPENDIX 3

Proposed Stormwise Model Reports

Proposed Input Report

Proposed Node Max Report

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Simple Basin: Capri Harbor

Scenario:	Proposed
Node:	Capri Harbor
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	20.0000 min
Max Allowable Q:	999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	3.0300 ac
Curve Number:	75.0
Ia/S:	0.00
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: Capri Harbor

Scenario:	Proposed
Type:	Stage/Volume
Base Flow:	0.00 cfs
Initial Stage:	1.50 ft
Warning Stage:	4.00 ft
Alert Stage:	6.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
1.50	0.00	0
2.00	0.02	741
2.50	0.05	2047
3.00	0.12	5314
3.50	0.15	6403
4.00	0.22	9627
4.50	0.31	13547
5.00	0.52	22477
5.50	1.08	47132
6.00	2.16	94090

Comment:

Node: St Lucie River

Scenario:	Proposed

Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: -0.41 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	-0.41
0	0	0	999.0000	-0.41

Comment:

Drop Structure Link: CS-1		Upstream Pipe		Downstream Pipe	
Scenario:	Proposed	Invert:	0.50 ft	Invert:	0.50 ft
From Node:	Capri Harbor	Manning's N:	0.0130	Manning's N:	0.0130
To Node:	St Lucie River	Geometry: Circular		Geometry: Circular	
Link Count:	1	Max Depth:	2.00 ft	Max Depth:	2.00 ft
Pipe Flow Direction:	Both	Bottom Clip			
Solution:	Combine	Default:	0.00 ft	Default:	0.00 ft
Increments:	0	Op Table:		Op Table:	
Pipe Count:	1	Ref Node:		Ref Node:	
Damping:	0.0000 ft	Manning's N:	0.0000	Manning's N:	0.0000
Length:	50.00 ft	Top Clip			
FHWA Code:	1	Default:	0.00 ft	Default:	0.00 ft
Entr Loss Coef:	0.00	Op Table:		Op Table:	
Exit Loss Coef:	0.00	Ref Node:		Ref Node:	
Bend Loss Coef:	0.00	Manning's N:	0.0000	Manning's N:	0.0000
Bend Location:	0.00 dec				
Energy Switch:	Energy				

Pipe Comment:

Weir Component		Bottom Clip	
Weir:	1	Default:	0.00 ft
Weir Count:	1	Op Table:	
Weir Flow Direction:	Both	Ref Node:	
Damping:	0.0000 ft	Top Clip	
Weir Type:	Sharp Crested Vertical	Default:	0.00 ft
Geometry Type:	Circular	Op Table:	
Invert:	4.00 ft	Ref Node:	
Control Elevation:	4.00 ft	Discharge Coefficients	
Max Depth:	0.25 ft	Weir Default:	3.200
		Weir Table:	
		Orifice Default:	0.600
		Orifice Table:	

Weir Comment:

Weir Component		Bottom Clip	
Weir:	2	Default:	0.00 ft
Weir Count:	1	Op Table:	
Weir Flow Direction:	Both	Ref Node:	
Damping:	0.0000 ft	Top Clip	
Weir Type:	Horizontal	Default:	0.00 ft
Geometry Type:	Rectangular	Op Table:	
Invert:	4.70 ft	Ref Node:	
Control Elevation:	4.70 ft	Discharge Coefficients	
Max Depth:	0.30 ft	Weir Default:	3.200
Max Width:	1.00 ft	Weir Table:	
Fillet:	0.00 ft	Orifice Default:	0.600
		Orifice Table:	

Weir Comment:

Weir Component		Bottom Clip	
Weir:	3	Default:	0.00 ft
Weir Count:	1	Op Table:	
Weir Flow Direction:	Both	Ref Node:	
Damping:	0.0000 ft	Top Clip	
Weir Type:	Horizontal	Default:	0.00 ft
Geometry Type:	Rectangular	Op Table:	
Invert:	5.00 ft	Ref Node:	
Control Elevation:	5.00 ft	Discharge Coefficients	
Max Depth:	3.00 ft	Weir Default:	3.200
Max Width:	4.50 ft	Weir Table:	
Fillet:	0.00 ft	Orifice Default:	0.600
		Orifice Table:	

Weir Comment:

Drop Structure Comment:

Simulation: 003yr1day	
Scenario:	Proposed
Run Date/Time:	8/8/2025 4:10:02 PM
Program Version:	StormWise 4.08.03

General				
Run Mode:	Normal			
	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	120.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

IA Recovery Time: 24.0000 hr
Ia/S: 0.20 dec
Smp/Man Basin Rain Opt: Global
Rainfall Name: ~FLMOD
Rainfall Amount: 4.75 in
Storm Duration: 24.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Simulation: 005yr24hr

Scenario: Proposed
Run Date/Time: 8/8/2025 4:11:16 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	120.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft		
		Rainfall Name:	~FLMOD
		Rainfall Amount:	5.50 in
		Storm Duration:	24.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: 010yr24hr

Scenario: Proposed
Run Date/Time: 8/8/2025 4:12:26 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	120.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	8.0000	15.0000
0	0	0	16.0000	30.0000
0	0	0	24.0000	60.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	8.0000	15.0000
0	0	0	16.0000	30.0000
0	0	0	24.0000	60.0000
0	0	0	72.0000	120.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

IA Recovery Time: 24.0000 hr
Ia/S: 0.20 dec
Smp/Man Basin Rain Opt: Global
Rainfall Name: ~FLMOD
Rainfall Amount: 6.50 in
Storm Duration: 24.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Simulation: 010yr72hr

Scenario: Proposed
Run Date/Time: 8/8/2025 4:12:54 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	240.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	72.0000	30.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000
0	0	0	48.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	76.0000	30.0000
0	0	0	90.0000	60.0000
0	0	0	120.0000	120.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:

Extern Hydrograph Set:

Curve Number Set:

Green-Ampt Set:

Vertical Layers Set:

Impervious Set:

Tolerances & Options

Time Marching: SAOR

Max Iterations: 6

Over-Relax Weight 0.5 dec

IA Recovery Time: 24.0000 hr

Ia/S: 0.20 dec

Fact:			
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft		
		Rainfall Name:	~SFWMD-72
		Rainfall Amount:	9.50 in
		Storm Duration:	72.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: 025yr72hr

Scenario: Proposed
Run Date/Time: 8/8/2025 4:13:42 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	240.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	72.0000	30.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000
0	0	0	48.0000	30.0000
0	0	0	60.0000	15.0000

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	76.0000	30.0000
0	0	0	90.0000	60.0000
0	0	0	120.0000	120.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft		
		Rainfall Name:	~SFWMD-72
		Rainfall Amount:	11.00 in
		Storm Duration:	72.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: 100yr72hr

Scenario: Proposed
Run Date/Time: 8/8/2025 4:15:57 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	240.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	72.0000	30.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000
0	0	0	0.0000	60.0000
0	0	0	48.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	76.0000	30.0000
0	0	0	90.0000	60.0000
0	0	0	120.0000	120.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec

IA Recovery Time: 24.0000 hr
Ia/S: 0.20 dec

dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft		
		Rainfall Name:	~SFWMD-72
		Rainfall Amount:	13.00 in
		Storm Duration:	72.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Node Max Conditions [Proposed]

Node Name	Sim Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
Capri Harbor	003yr1day	4.00	6.00	4.69	0.0010	3.45	0.18	20905
Capri Harbor	005yr24hr	4.00	6.00	4.80	0.0010	4.43	0.44	25110
Capri Harbor	010yr24hr	4.00	6.00	4.92	0.0010	5.79	0.90	30459
Capri Harbor	010yr72hr	4.00	6.00	5.17	0.0010	8.31	4.60	46523
Capri Harbor	025yr72hr	4.00	6.00	5.22	0.0010	9.94	6.22	50288
Capri Harbor	100yr72hr	4.00	6.00	5.27	0.0010	12.11	8.17	54311

Node Max Conditions [Proposed]

Node Name	Sim Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
St Lucie River	003yr1day	0.00	0.00	-0.41	0.0000	0.18	0.00	0
St Lucie River	005yr24hr	0.00	0.00	-0.41	0.0000	0.44	0.00	0
St Lucie River	010yr24hr	0.00	0.00	-0.41	0.0000	0.90	0.00	0
St Lucie River	010yr72hr	0.00	0.00	-0.41	0.0000	4.60	0.00	0
St Lucie River	025yr72hr	0.00	0.00	-0.41	0.0000	6.22	0.00	0
St Lucie River	100yr72hr	0.00	0.00	-0.41	0.0000	8.17	0.00	0

Capri Harbor
Stuart

Project No. 2122

APPENDIX 4

Recovery Analysis Stormwise Model Reports

Recovery Analysis Input Report

Recovery Analysis Stage Chart

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Simple Basin: Capri Harbor

Scenario:	Recovery 25yr
Node:	Capri Harbor
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	20.0000 min
Max Allowable Q:	999.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	3.0300 ac
Curve Number:	75.0
Ia/S:	0.00
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: Capri Harbor

Scenario:	Recovery 25yr
Type:	Stage/Volume
Base Flow:	0.00 cfs
Initial Stage:	5.22 ft
Warning Stage:	4.00 ft
Alert Stage:	6.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
1.50	0.00	0
2.00	0.02	741
2.50	0.05	2047
3.00	0.12	5314
3.50	0.15	6403
4.00	0.22	9627
4.50	0.31	13547
5.00	0.52	22477
5.50	1.08	47132
6.00	2.16	94090

Comment:

Node: GW

Scenario:	Recovery 25yr

Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: -0.41 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	-0.41
0	0	0	999.0000	-0.41

Comment:

Node: St Lucie River

Scenario: Recovery 25yr
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: -0.41 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	-0.41
0	0	0	999.0000	-0.41

Comment:

Drop Structure Link: CS-1

Scenario: Recovery 25yr
From Node: Capri Harbor
To Node: St Lucie River
Link Count: 1
Pipe Flow Direction: Both
Solution: Combine
Increments: 0
Pipe Count: 1
Damping: 0.0000 ft
Length: 50.00 ft
FHWA Code: 1
Entr Loss Coef: 0.00
Exit Loss Coef: 0.00
Bend Loss Coef: 0.00
Bend Location: 0.00 dec

Upstream Pipe		Downstream Pipe	
Invert:	0.50 ft	Invert:	0.50 ft
Manning's N:	0.0130	Manning's N:	0.0130
Geometry: Circular		Geometry: Circular	
Max Depth:	2.00 ft	Max Depth:	2.00 ft
Bottom Clip			
Default:	0.00 ft	Default:	0.00 ft
Op Table:		Op Table:	
Ref Node:		Ref Node:	
Manning's N:	0.0000	Manning's N:	0.0000
Top Clip			
Default:	0.00 ft	Default:	0.00 ft
Op Table:		Op Table:	
Ref Node:		Ref Node:	
Manning's N:	0.0000	Manning's N:	0.0000

Energy Switch: Energy

Pipe Comment:

Weir Component		Bottom Clip	
Weir:	1	Default:	0.00 ft
Weir Count:	1	Op Table:	
Weir Flow Direction:	Both	Ref Node:	
Damping:	0.0000 ft	**Top Clip**	
Weir Type:	Sharp Crested Vertical	Default:	0.00 ft
Geometry Type:	Circular	Op Table:	
Invert:	4.00 ft	Ref Node:	
Control Elevation:	4.00 ft	**Discharge Coefficients**	
Max Depth:	0.25 ft	Weir Default:	3.200
		Weir Table:	
		Orifice Default:	0.600
		Orifice Table:	

Weir Comment:

Weir Component		Bottom Clip	
Weir:	2	Default:	0.00 ft
Weir Count:	1	Op Table:	
Weir Flow Direction:	None	Ref Node:	
Damping:	0.0000 ft	**Top Clip**	
Weir Type:	Horizontal	Default:	0.00 ft
Geometry Type:	Rectangular	Op Table:	
Invert:	5.70 ft	Ref Node:	
Control Elevation:	5.70 ft	**Discharge Coefficients**	
Max Depth:	3.00 ft	Weir Default:	3.200
Max Width:	4.50 ft	Weir Table:	
Fillet:	0.00 ft	Orifice Default:	0.600
		Orifice Table:	

Weir Comment:

Drop Structure Comment:

Percolation Link: PERC			
Scenario:	Recovery 25yr	Surface Area Option:	Vary Based on Stage/Area Table
From Node:	Capri Harbor		
To Node:	GW	Vertical Flow Termination:	Horizontal Flow Algorithm
Link Count:	1	Perimeter 1:	342.00 ft
Flow Direction:	Both	Perimeter 2:	1149.00 ft
Aquifer Base Elevation:	-50.00 ft	Perimeter 3:	8833.00 ft
Water Table Elevation:	-0.41 ft	Distance P1 to P2:	50.00 ft
Annual Recharge Rate:	0 ipy	Distance P2 to P3:	450.00 ft
Horizontal Conductivity:	3.000 fpd	# of Cells P1 to P2:	10

Vertical Conductivity: 2.000 fpd
Fillable Porosity: 0.200
Layer Thickness: 1.91 ft

# of Cells P2 to P3: 45

Comment: Hydraulic Conductivity K = 6.45 x 10-5
Kh = K *3600*24
Kv = 2/3 Kh

Simulation: Recovery 25yr

Scenario: Recovery 25yr
Run Date/Time: 10/14/2025 10:03:30 AM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	240.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	72.0000	30.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000
0	0	0	48.0000	30.0000
0	0	0	60.0000	15.0000
0	0	0	76.0000	30.0000
0	0	0	90.0000	60.0000
0	0	0	120.0000	120.0000

Restart File

Save Restart: False

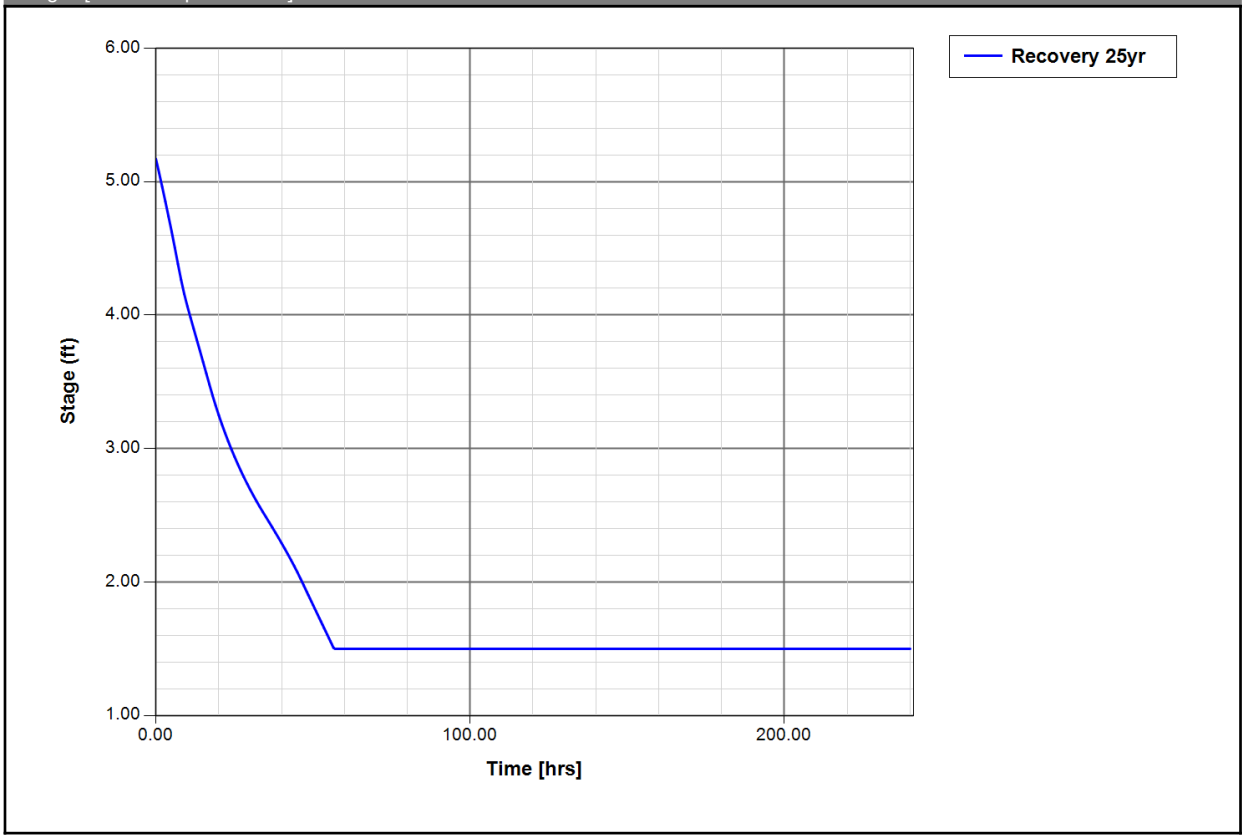
Resources & Lookup Tables

Resources		Lookup Tables	
Rainfall Folder:		Boundary Stage Set:	
		Extern Hydrograph Set:	
Unit Hydrograph Folder:		Curve Number Set:	
		Green-Ampt Set:	
		Vertical Layers Set:	
		Impervious Set:	

Tolerances & Options			
Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	No Rainfall
Link Optimizer Tol:	0.0001 ft		
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Stage [Node: Capri Harbor]



Capri Harbor

Stuart

Project No. 2122

APPENDIX 5

Geotechnical Engineering Evaluation Report

Andersen Andre Consulting Engineering, Inc. (February 2025)

CAPTEC Engineering, Inc.
Civil Engineering Professionals

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION CAPRI HARBOR LIGHTHOUSE MARINA UPLAND IMPROVEMENTS STUART, MARTIN COUNTY, FLORIDA

AACE FILE NO. 25-118

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983
Ph: 772-807-9191 Fax: 772-807-9192
www.aaceinc.com

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AACE FILE NO. 25-118

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- Appendix III Soil Hydraulic Conductivity Test Reports
- Appendix IV AACE Project Limitations and Conditions

Capri Harbor Lighthouse Marina, LP
1333 3rd Avenue South, Suite 505
Naples, FL 34102

Attention: Mr. Terry J. Thib

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
CAPRI HARBOR LIGHTHOUSE MARINA - UPLAND IMPROVEMENTS
STUART, MARTIN COUNTY, FLORIDA

1.0 INTRODUCTION

In accordance with your request and authorization, Andersen Andre Consulting Engineers, Inc. (AACE) has completed a subsurface exploration and geotechnical engineering analyses for the above referenced project. The purpose of performing this exploration was to explore shallow soil types and groundwater levels as they relate to the proposed restaurant construction, and restrictions which these soil and groundwater conditions may place on the proposed site development. Our work included Standard Penetration Test (SPT) borings, auger borings, soil hydraulic conductivity testing, laboratory testing, and engineering analyses. This report documents our explorations and tests, presents our findings, and summarizes our conclusions and recommendations.

2.0 EXECUTIVE SUMMARY

The following summary is intended to provide a brief overview of our findings and recommendations; however, the report should be read in its entirety by the project design team members.

- The proposed restaurant building site, at the locations and depths explored, was found to be underlain by soils which are generally satisfactory to support the proposed construction on conventional spread foundations. A maximum design foundation bearing pressure of 2,500 pounds per square foot (psf) is recommended for the proposed structure.

- Typical pavement sections consisting of an asphaltic or rigid concrete wearing surface atop a calcareous base, followed by a stabilized subgrade on compacted natural soils is considered appropriate for the project.

- The groundwater table was encountered at depths ranging from about 3.5 feet and to 7 feet in the boreholes.

- Overall site preparation procedures will include clearing, stripping and grubbing of all surface vegetation and organic topsoil, removal of former site features (foundation elements, utilities, drainage, etc.) followed by proofrolling of building and pavement areas.

3.0 SITE INFORMATION AND PROJECT UNDERSTANDING

3.1 Site Location and Description

The subject site is located at 54 NW Dixie Highway in Stuart, Martin County, Florida (Parcel ID 05-38-41-000-000-00040-5). The location of the subject site is graphically depicted on the Site Vicinity Map (2023 aerial photograph) as well as on a reproduction of the USGS Topographic Quadrangle Map of "Gomez, Florida", both presented on Figure No. 1. The USGS Quadrangle Map depicts the subject property as being relatively level with an average surface elevation of about 25 feet relative to the National Geodetic Vertical Datum (NGVD) of 1929.

The ±3-acre upland portion of the overall ±6.8-acre site is currently developed with two single-story buildings, a paved parking area, with the remaining portion of the site being undeveloped.

3.2 Review of USDA Soil Survey

According to the USDA NRCS Web Soil Survey, the predominant surficial soil type within the subject site is the *Arents, 0 to 2 percent slopes (USDA NRCS Map Unit 36)*. This soil type is noted to consist of altered marine deposits originating from rises on marine terraces, with fine sands and "mucky fine sands" present to depths of 60 inches below grade.

The approximate location of the subject site is shown superimposed on an aerial photograph obtained from the USDA Web Soil Survey on Figure No. 1. Further, excerpts from the USDA Web Soil Survey summary report are included in Appendix I.

3.3 Project Understanding

Based on our conversations and our review of the provided conceptual site plan, we understand that the proposed development will consist of a single-story restaurant with associated parking, drive-aisles and drainage improvements. We have not been provided with a site plan or any specific structural information relative to proposed building, however, we expect that it will be constructed with load-bearing masonry (CMU) walls and possibly individual columns. For construction of this type we expect maximum wall loads of 1-2 kips per lineal foot and maximum column loads of 150 kips (if any). We expect that a maximum of 1-2 feet of fill will be needed to raise the building grades.

Excerpts from the provided conceptual site plan are presented as our Field Work Location Plan, Figure No. 2.

Should our understanding of the future site development differ significantly from what is described above, we request that we be contacted and given the opportunity to review proposed development plans as they relate to the opinions and recommendations presented herein.

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4.0 FIELD EXPLORATION PROGRAM

To explore subsurface conditions at the site, the exploration program summarized in Table 1 below was completed:

Table 1 - Field Exploration Program

Field Work Type	Standard	# of Borings	Depth Below Grade [feet]	Location
Standard Penetration Test (SPT) boring	ASTM D1586	4	20	Refer to Figure No. 2
Auger boring	ASTM D1452	5	10	Refer to Figure No. 2
Soil Hydraulic Conductivity Test	SFWMD ERPIM(1)	2	6	Refer to Figure No. 2

Note to Table 1: (1) SFWMD Environmental Resource Permit Information Manual

Overall, our site visits and field work were completed in the period February 20-21, 2025. The field work locations shown on Figure No. 2 were determined in the field by our field crew using the provided conceptual site plan, aerial photographs, existing site features, and a hand-held GPS instrument. The locations should be considered accurate only to the degree implied by the method of measurement used. We preliminarily anticipate that the actual locations are within 15 feet of those shown on Figure No. 2.

Summaries of AACE's field procedures are included in Appendix II and the individual boring profiles are presented on the attached Sheets No. 1 and 2. Samples obtained during performance of the borings were visually classified in the field, and representative portions of the samples were transported to our laboratory in sealed sample jars for further classification. The soil samples recovered from our explorations will be kept in our laboratory for 60 days, then discarded unless you specifically request otherwise.

5.0 OBSERVED SUBSURFACE CONDITIONS

5.1 General Soil Conditions

Detailed subsurface conditions are illustrated on the soil boring profiles presented on the attached Sheets No. 1 and 2. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

In general, at the locations and depths explored, our soil borings encountered loose to moderately dense fine sands (SP) from the existing ground surface to the termination depths of our borings. Further, silty fine sand (SM) was encountered in borings TB-1 and TB-2 at depths of about 19 feet below grade. Finally, traces of silt and organics were encountered in several borings at depths of about 5 to 6 feet below grade.

The above soil profile is outlined in general terms only. Please refer to the attached Sheets No. 1 and 2 for individual soil profile details.

5.2 Measured Groundwater Level

The groundwater table depth as encountered in the borings during the field investigations is shown adjacent to the soil profiles on the attached Sheets No. 1 and 2. As can be seen, the groundwater table was generally encountered at depths ranging from about 3.5 feet to about 7 feet below the existing ground surface, with this range likely attributed to similar, localized variations in site topography. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall, tidal fluctuations, and other factors that may vary from the time the borings were conducted.

5.3 Soil Hydraulic Conductivity Testing

Two (2) soil hydraulic conductivity tests were performed at the locations shown on Figure No. 2. In general, these tests were performed in substantial accordance with methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual, and yielded the following results (Table 2).

Table 2 - Soil Hydraulic Conductivity Test Results

Test No.	Groundwater Depth (ft-bls)	Flow Rate, Q (cfs)	Hydraulic Conductivity, K (cfs/sqf - ft head)
EX-1	Not Encountered	2.0×10^{-3}	6.8×10^{-5}
EX-2	Not Encountered	1.8×10^{-3}	6.1×10^{-5}

The soil hydraulic conductivity test reports are included in Appendix III.

6.0 LABORATORY TESTING PROGRAM

Our drillers observed the soil recovered from the SPT sampler and the augers, placed the recovered soil samples in moisture proof containers, and maintained a log for each boring. The recovered soil samples, along with the field boring logs, were transported to our Port St. Lucie soils laboratory where they were visually examined by AACE's project engineer to determine their engineering classification. The visual classification of the samples was performed in accordance with the Unified Soil Classification System, USCS.

Representative samples were selected for limited index property testing, consisting of moisture content tests (ASTM D2216), percent fines tests (ASTM D1140) and organic content tests (ASTM D2974). These tests were performed to aid in classifying the soils and to help evaluate the general engineering characteristics of the site soils. The results of our classifications and laboratory analyses are presented on the soil boring profiles on Sheets No. 1 and 2.

7.0 GEOTECHNICAL ENGINEERING EVALUATION

7.1 General

Based on the findings of our site exploration, our evaluation of subsurface conditions, and judgment based on our experience with similar projects, we conclude that the soils underlying this site are generally satisfactory to support the proposed single-story restaurant construction on conventional spread foundations. However, in our opinion, the bearing capacity of the loose near-surface soils should be improved in order to reduce the risk of unsatisfactory foundation performance. The general soil improvement we recommend includes proofrolling the building site with a heavy vibratory roller.

Following are specific recommendations for site preparation procedures, foundation design, and pavement systems for the project.

7.2 Site Preparation Recommendations

7.2.1 General Site Clearing

The building area, and the areas to be paved, within lines five feet outside construction perimeters, should be cleared, grubbed and stripped of all surface vegetation, trash, debris and topsoil. Stumps and significant root systems, former building foundations/slabs, utilities, drainage features, etc. should be removed entirely and their excavations backfilled with clean granular soils, compacted to the specifications noted below

7.2.2 Compaction Procedures

Following clearing, the proposed building area and the areas to be paved should be proofrolled with a vibratory roller; any soft, yielding soils detected should be excavated and replaced with clean, compacted backfill that conforms with the recommendations below. Sufficient passes should be made during the proofrolling operations to produce dry densities not less than 95 percent of the modified Proctor (ASTM D1557) maximum dry density of the compacted material to depths of 2 feet below the compacted surface, or 2 feet below the bottom of footings, whichever is lower. In any case, the building and parking areas should receive not less than 10 overlapping passes, half of them in each of two perpendicular directions.

After the exposed surface has been proofrolled and tested to verify that the desired dry density has been obtained, the building and pavement areas may be filled to the desired grades. All fill material should conform to the recommendations below. It should be placed in uniform layers not exceeding 12 inches in loose thickness. Each layer should be compacted to a dry density not less than 95 percent of its modified Proctor (ASTM D1557) maximum value.

After completion of the general site preparations discussed above, the bottom of foundation excavations dug through the compacted natural ground, fill or backfill, should be compacted so as to densify soils loosened during or after the excavation process, or washed or sloughed into the excavation prior to the placement of forms. A vibratory, walk-behind plate compactor can be used for this final densification immediately prior to the placement of reinforcing steel, with previously described density requirements to be maintained below the foundation level.

Following removal of foundation forms, backfill around foundations should be placed in lifts six inches or less in thickness, with each lift individually compacted with a plate tamper. The backfill should be compacted to a dry density of at least 95 percent of the modified Proctor (ASTM D1557) maximum dry density.

7.2.3 Fill Material

All fill material under the building and pavement should consist of clean sands free of organics and other deleterious materials. The fill material should have not more than 12 percent by dry weight passing the U.S. No. 200 sieve, and no particle larger than 3 inches in diameter.

7.2.4 Excavations

Any excavation should be made in accordance with applicable State and Federal requirements and guidelines. The recommendations and definitions in OSHA 29 C.F.R. Part 1926 Subpart P "Excavations" and the Florida Trench Safety Act should be reviewed and utilized for any subsurface excavation efforts. Excavated materials should not be stockpiled at the edge of the excavation within a horizontal distance equal to the excavation depth. Trench boxes or engineered shoring system may be required; the design and implementation of temporary slopes and shoring systems is the responsibility of the Contractor. Further, the Contractor is to be responsible for the integrity of adjacent property, protecting adjacent roadway ROW, and for implementing all necessary safety measures.

7.3 Foundation and Slab Design

After the foundation soils have been prepared as recommended above, the site should be suitable for supporting the proposed single-story restaurant construction on conventional shallow foundations proportioned for an allowable bearing stress of 2,500 pounds per square foot [psf], or less.

To provide an adequate factor of safety against a shearing failure in the subsoils, all continuous foundations should be at least 18 inches wide, and all individual column footings should have a minimum width of 36 inches. Exterior foundations should bear at least 18 inches below adjacent outside final grades.

Based upon the boring information and the assumed loading conditions, we estimate that the recommended allowable bearing stress will provide a minimum factor of safety in excess of two against bearing capacity failure. With the site prepared and the foundations designed and constructed as recommended, we anticipate total settlements of one inch or less, and differential settlement between adjacent similarly loaded footings of less than one-quarter of an inch. Because of the granular nature of the subsurface soils, the majority of the settlements should occur during construction; post-construction settlement should be minimal.

We recommend that representatives of AACE inspect all footing excavations in order to verify that footing bearing conditions are consistent with expectations. Foundation concrete should not be cast over a foundation surface containing topsoil or organic soils, trash of any kind, surface made muddy by rainfall runoff, or groundwater rise, or loose soil caused by excavation or other construction work. Reinforcing steel should also be clean at the time of concrete casting. If such conditions develop during construction, the reinforcing steel must be lifted out and the foundation surface reconditioned and approved by AACE.

After the ground surface is proofrolled and filled, if necessary, as recommended in this report, the floor slab can be placed directly on the prepared subgrade. For design purposes, we recommend using a subgrade reaction modulus of 200 pounds per cubic inch (pci) for the compacted shallow sands. In our opinion, a highly porous base material is not necessary. We recommend to use a minimum of 10 mil polyolefin film as the main component of a vapor barrier system.

8.0 PAVEMENT RECOMMENDATIONS

8.1 General

Actual pavement section thickness should be provided by the project Civil Engineer based on traffic loads, volume, and the owners design life requirements. The following sections presents minimum thicknesses representative of typical load and construction practices. In addition, recommendations for a rigid pavement design are presented for use in delivery areas, dumpster pads, etc.

We recommend that the pavement sections be installed late in construction when most heavy construction traffic has ceased. If base material is placed during construction to provide a working surface it should be proofrolled, leveled, and thickened as required prior to paving at the end of construction.

8.2 Flexible Pavement Sections

We recommend a pavement section consisting of an asphaltic concrete wearing surface on a calcareous base course supported on stabilized subbase over well-compacted subgrade. After clearing and proofrolling the site surface as previously recommended, the surficial soils should be suitable to support the pavement sections. The embankment material should be compacted to a dry density of 98 percent of the modified Proctor (ASTM D1557/AASHTO T-180) maximum dry density of the compacted soil to a depth of one foot below the surface.

- The subbase material to a depth of 12 inches should have a minimum Limerock Bearing Ratio (LBR) value (FDOT FM 5-515) of 40 and it should be compacted to at least 98 percent of its modified Proctor (ASTM D1557 or AASHTO T-180) maximum dry density.

- The base course may consist of crushed limerock or coquina and should have a minimum Limerock Bearing Ratio (LBR) value (FDOT FM 5-515) of 100. We recommend a base course at least 8 inches thick for standard pavements and a base course of 12 inches for heavy-duty pavements. The 8-inch base course may be placed and compacted in a single layer, however, the 12-inch base course should be placed and compacted in two layers. All base course material should be compacted to at least 98 percent of its modified Proctor maximum dry density.

- We recommend an FDOT Type SP-9.5 or SP-12.5 asphaltic wearing surface. We recommend a wearing surface 1.5 inches thick on standard pavements and 2.5 inches thick on heavy-duty pavements. The 2.5-inch wearing surface should be placed and compacted in two layers. Care must be exercised to place the asphalt over dry, well primed base material.

8.3 Rigid Pavement Sections and Curbing

After clearing and proofrolling the site surface as previously recommended, the surficial soils should be suitable to support the pavement sections. The subgrade material should be compacted to a dry density of 98 percent of the modified Proctor (ASTM D1557 or AASHTO T-180) maximum dry density of the compacted soil to a depth of two feet below the surface. The subgrade surface should be saturated immediately prior to concrete placement to provide adequate moisture for curing of the concrete.

We recommend a 6-inch thick pavement section of Portland cement concrete. The concrete should have a minimum 28-day compressive strength of 4,000 psi. Construction control joints should be placed no more than 12 feet apart in either direction and should be at least one-quarter of the thickness of the concrete. They should be cut as soon as the concrete will support the crew and equipment (8 to 12 hours). The concrete should be cured by moist curing or by application of a liquid curing compound. Reinforcement within the concrete pavement (if needed) should be designed by the project civil or structural engineer.

The curbing around landscaped areas adjacent to pavement should be constructed with full-depth curb sections. Use of extruded curb sections that lie directly above the final asphalt surface, or omission of the curbing, can allow migration of irrigation water from the landscaped areas. The excess water often causes separation of the asphalt wearing surface from the base and softening of the base material, resulting in early deterioration of the pavement.

9.0 QUALITY CONTROL

We recommend establishing a comprehensive quality control program to verify that all site preparation and foundation and pavement construction is conducted in accordance with the appropriate plans and specifications. Materials testing and inspection services should be provided by Andersen Andre Consulting Engineers, Inc.

An experienced engineering technician should monitor the excavation of unsuitable organic soils, as well as all stripping and grubbing, on a full-time basis to verify that deleterious materials have been removed. The technician should observe the proof-rolling operation to verify that the appropriate number of passes are applied to the subgrade. In-situ density tests should be conducted during filling activities and below all footings, floor slabs and pavement areas to verify that the required densities have been achieved. In-situ density values should be compared to laboratory Proctor moisture-density results for each of the different natural and fill soils encountered.

Representative samples of the various natural ground and fill soils, as well as stabilized subgrade (where applicable) and base materials should be obtained and transported to our laboratory for Proctor compaction tests. These tests will determine the maximum dry density and optimum moisture content for the materials tested and will be used in conjunction with the results of the in-place density tests to determine the degree of compaction achieved.

Finally, we recommend inspecting and testing the construction materials for the foundations and other structural components.

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10.0 CLOSURE

The geotechnical evaluation submitted herein is based on the data obtained from the soil boring profiles presented on Sheets No. 1 and 2 and our understanding of the project as previously described. Limitations and conditions to this report are presented in Appendix IV.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices for the exclusive use of Capri Harbor Lighthouse Marina, LP. No other warranty, expressed or implied, is made.

We are pleased to be of assistance to you on this phase of your project. When we may be of further service to you or should you have any questions, please contact us.

Sincerely,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Peter G. Andersen, P.E.
Principal Engineer
Fla. Reg. No. 57956

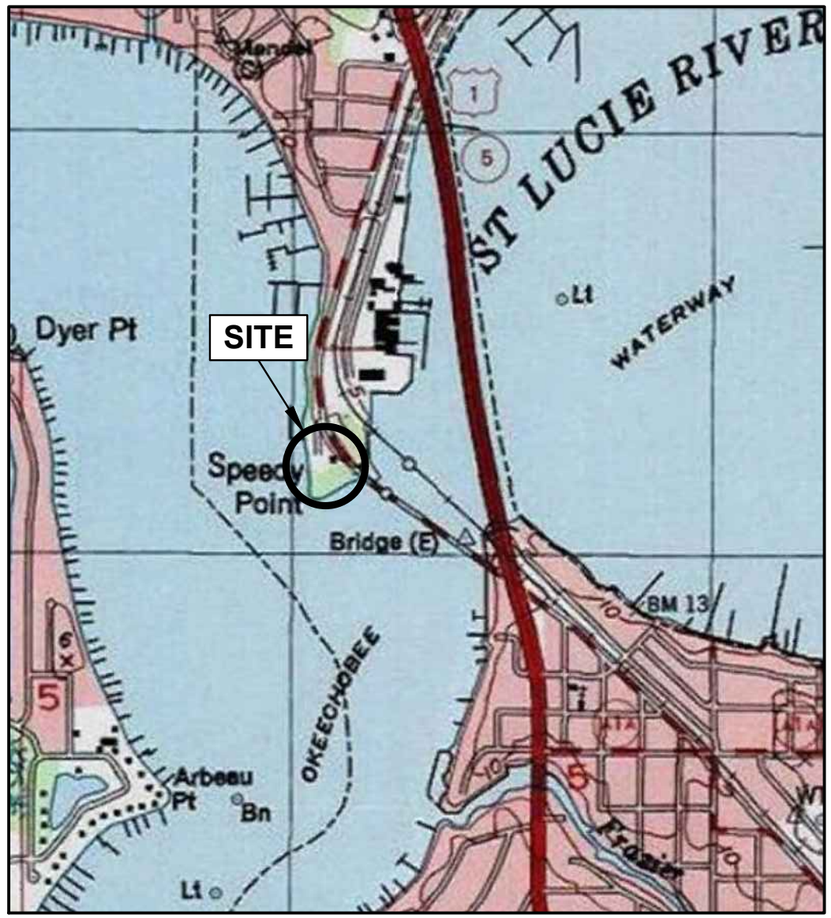
David P. Andre, P.E.
Principal Engineer
Fla. Reg. No. 53969

This report has been digitally signed by Peter G. Andersen, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

2024 AERIAL PHOTOGRAPH



USGS TOPOGRAPHIC QUADRANGLE MAP OF "PALM CITY, FL"



USDA SOIL SURVEY MAP



NORTH

NOT TO SCALE

Sources:
- Google Earth Pro
- QUADS/Earth Survey
- USDA NRCS Web Soil Survey

MARTIN COUNTY PROPERTY APPRAISER

Parcel ID 05-38-41-000-000-00040-5 (6.8 acres)

USDA NRCS SOIL TYPES WITHIN SITE

36: Arents, 0 to 2 percent slopes

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SITE VICINITY MAPS	SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION CAPRI HARBOR LIGHTHOUSE MARINA - UPLAND IMPROVEMENTS 54 NW DIXIE HIGHWAY STUART, MARTIN COUNTY, FLORIDA	Drawn by: PGA	Date: February 2025
		Checked by: DPA	Date: February 2025
		AACE File No: 25-118	**Figure No. 1**

LEGEND

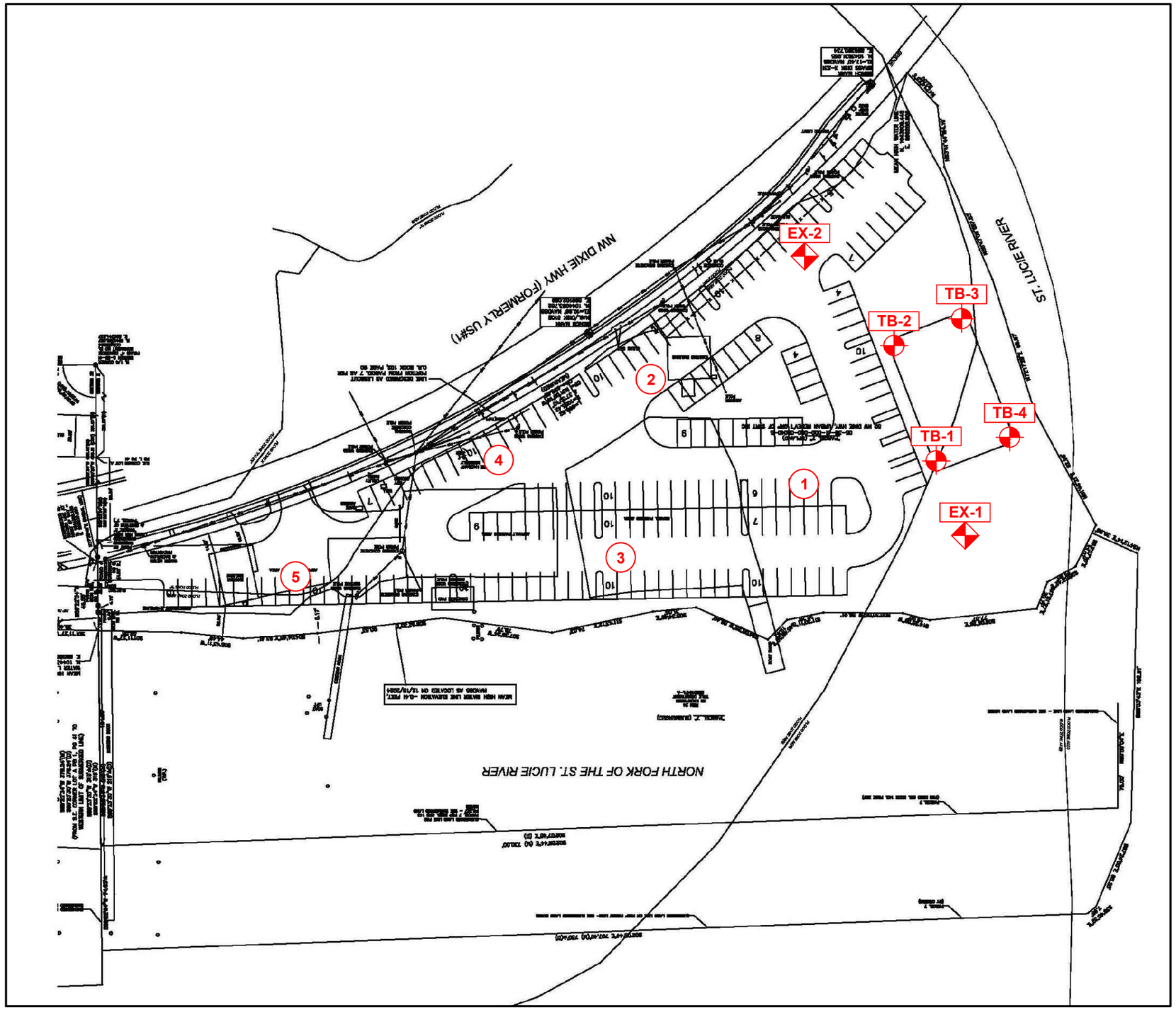
TB-# — Standard Penetration Test Boring

— Auger Boring (AB-#)

EX-# — Exfiltration Test

NOTES

Shown and noted boring/test locations are approximate. All locations were located using the provided site plan, aerial photographs, existing site features, and a hand-held, sub-meter GPS unit. Atmospheric disturbances and local weather conditions may affect the accuracy of the GPS instrument readings. The shown boring/test locations should be considered accurate only to the degree implied by the method of measurement used.



NORTH

NOT TO SCALE

Source: Preliminary Site Plan by CAPTEC

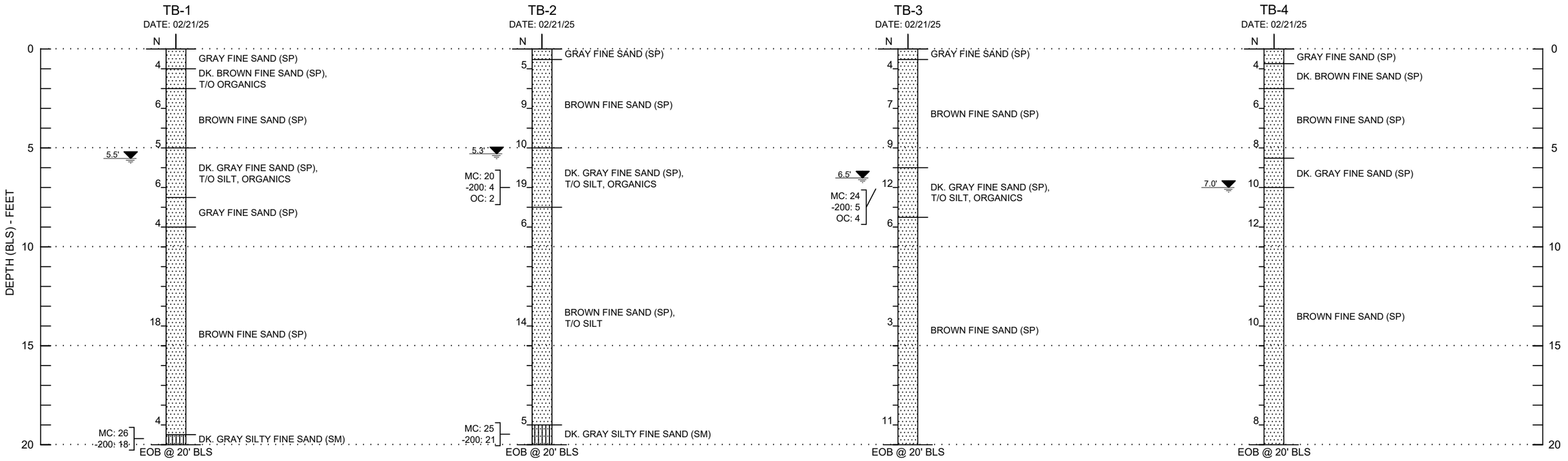
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FIELD WORK LOCATION PLAN

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
CAPRI HARBOR LIGHTHOUSE MARINA - UPLAND IMPROVEMENTS
54 NW DIXIE HIGHWAY
STUART, MARTIN COUNTY, FLORIDA

Drawn by: PGA	Date: February 2025
Checked by: DPA	Date: February 2025
AACE File No: 25-118	Figure No. 2



SOIL GRAPHICAL LEGEND:

- FINE SAND (SP)
- SILTY FINE SAND (SM)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)
N	SPT RESISTANCE IN BLOWS PER FOOT
AB	AUGER BORING (ASTM D1452)
XX.X▼	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING
EOB	END OF BORING
BLS	BELOW LAND SURFACE
FRGM	FRAGMENTS
SP, SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS]
	USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION
	EXCEPT FOR NOTED LABORATORY TESTS
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)
OC	ORGANIC CONTENT IN PERCENT (ASTM D2974)

DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
- INSIDE DIAMETER: 1.375"
- OUTSIDE DIAMETER: 2.0"
- LENGTH: 24"

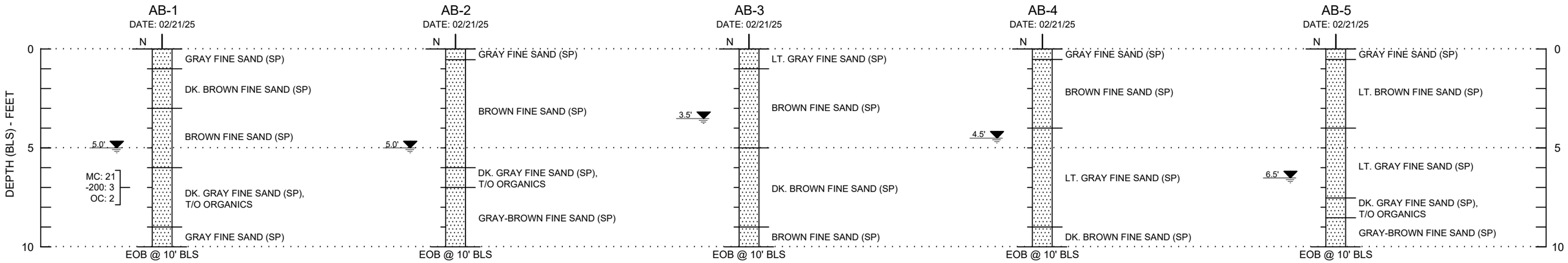
SPT HAMMER:
- AVERAGE DROP: 30"
- WEIGHT: 140 LBS
- TYPE: SAFETY/MANUAL

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
CAPRI HARBOR LIGHTHOUSE MARINA - UPLAND IMPROVEMENTS
54 NW DIXIE HIGHWAY
STUART, MARTIN COUNTY, FLORIDA

Drawn by: PGA	Date: February 2025
Checked by: DPA	Date: February 2025
AACE File No: 25-118	**Sheet No. 1**



SOIL GRAPHICAL LEGEND:

- FINE SAND (SP)
- SILTY FINE SAND (SM)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)
N	SPT RESISTANCE IN BLOWS PER FOOT
AB	AUGER BORING (ASTM D1452)
X.X'	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING
EOB	END OF BORING
BLS	BELOW LAND SURFACE
FRGM	FRAGMENTS
SP, SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS]
	USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION
	EXCEPT FOR NOTED LABORATORY TESTS
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)
OC	ORGANIC CONTENT IN PERCENT (ASTM D2974)

DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
- INSIDE DIAMETER: 1.375"
- OUTSIDE DIAMETER: 2.0"
- LENGTH: 24"

SPT HAMMER:
- AVERAGE DROP: 30"
- WEIGHT: 140 LBS
- TYPE: SAFETY/MANUAL

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
CAPRI HARBOR LIGHTHOUSE MARINA - UPLAND IMPROVEMENTS
54 NW DIXIE HIGHWAY
STUART, MARTIN COUNTY, FLORIDA

Drawn by: PGA	Date: February 2025
Checked by: DPA	Date: February 2025
AACE File No: 25-118	**Sheet No. 2**

APPENDIX I

USDA Soil Survey Information

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

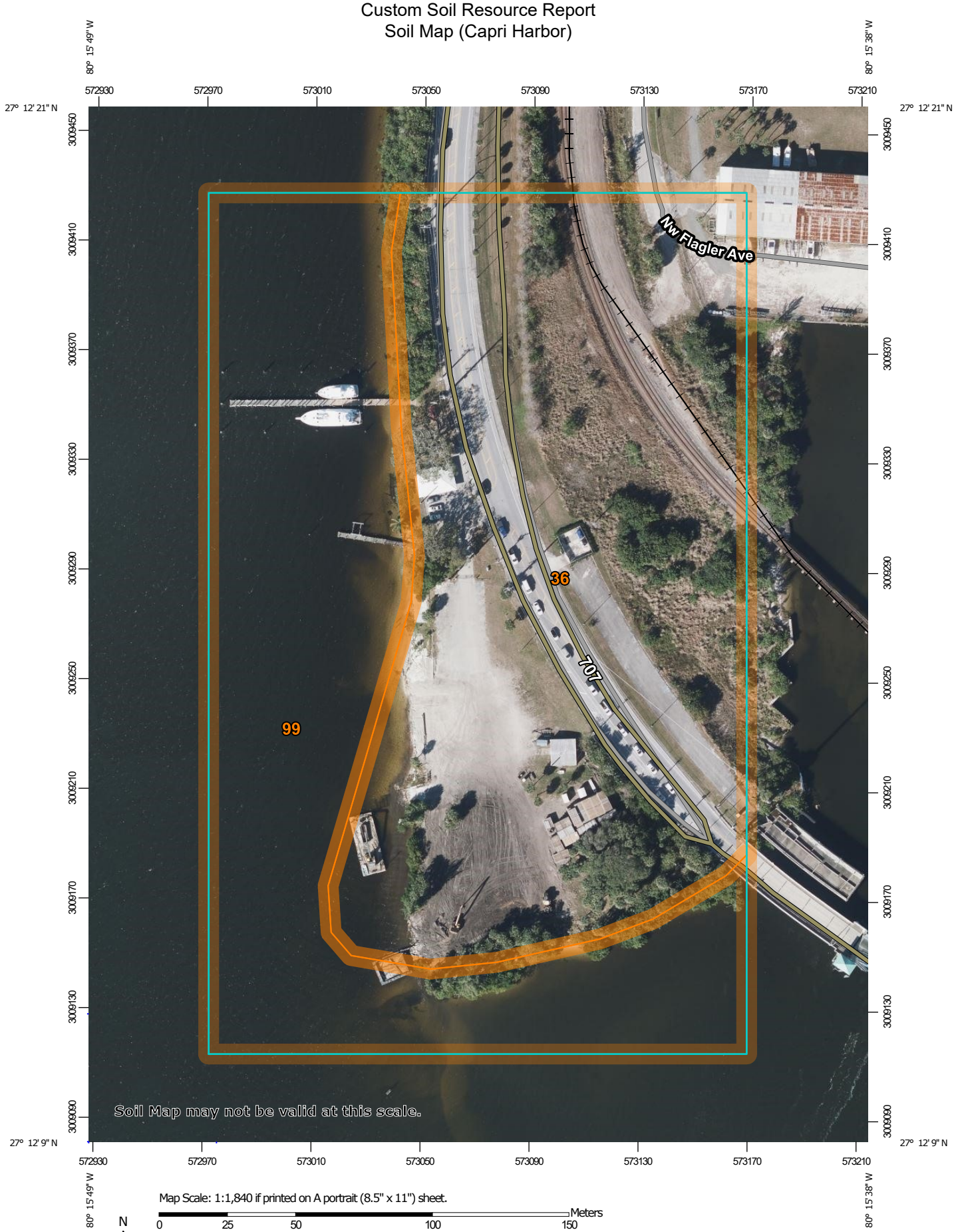
A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Martin County, Florida

Capri Harbor



Custom Soil Resource Report
Soil Map (Capri Harbor)



Map Scale: 1:1,840 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 25 50 100 150

Feet
0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Martin County, Florida
Survey Area Data: Version 23, Aug 21, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 21, 2021—Feb 4, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (Capri Harbor)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
36	Arents, 0 to 2 percent slopes	9.0	58.3%
99	Water	6.4	41.7%
Totals for Area of Interest		**15.4**	**100.0%**

Map Unit Descriptions (Capri Harbor)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Martin County, Florida

36—Arents, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 1jq8k
Elevation: 0 to 50 feet
Mean annual precipitation: 56 to 64 inches
Mean annual air temperature: 72 to 79 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Arents and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Arents

Setting

Landform: Rises on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Altered marine deposits

Typical profile

C - 0 to 30 inches: fine sand
2Ab - 30 to 36 inches: mucky fine sand
2Eb - 36 to 60 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 18 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8
Hydrologic Soil Group: A
Ecological site: F156BY041FL - Sandy Over Loamy Pine Flatwoods and Hammocks
Forage suitability group: Forage suitability group not assigned (G156BC999FL)
Other vegetative classification: Forage suitability group not assigned (G156BC999FL)
Hydric soil rating: No

99—Water

Map Unit Composition

Water: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Water

Interpretive groups

Land capability classification (irrigated): None specified

Forage suitability group: Forage suitability group not assigned (G156BC999FL)

Other vegetative classification: Forage suitability group not assigned (G156BC999FL)

Hydric soil rating: Unranked

APPENDIX II

General Notes
(Soil Borings, Sampling and Testing Methods)

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SOIL BORING, SAMPLING AND TESTING METHODS

GENERAL

Andersen Andre Consulting Engineers, Inc. (AACE) borings describe subsurface conditions only at the locations drilled and at the time drilled. They provide no information about subsurface conditions below the bottom of the boreholes. At locations not explored, surface conditions that differ from those observed in the borings may exist and should be anticipated.

The information reported on our boring logs is based on our drillers' logs and on visual examination in our laboratory of disturbed soil samples recovered from the borings. The distinction shown on the logs between soil types is approximate only. The actual transition from one soil to another may be gradual and indistinct.

The groundwater depth shown on our boring logs is the water level the driller observed in the borehole when it was drilled. These water levels may have been influenced by the drilling procedures, especially in borings made by rotary drilling with bentonitic drilling mud. An accurate determination of groundwater level requires long-term observation of suitable monitoring wells. Fluctuations in groundwater levels throughout the year should be anticipated.

The absence of a groundwater level on certain logs indicates that no groundwater data is available. It does not mean that groundwater will not be encountered at that boring location at some other point in time.

STANDARD PENETRATION TEST

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot (0.6m) long, 2-inch (50mm) O.D. split-barrell sampler attached to the end of a string of drilling rods is driven 24 inches (0.60m) into the ground by successive blows of a 140-pound (63.5 Kg) hammer freely dropping 30 inches (0.76m). The number of blows needed for each 6 inches (0.15m) increments penetration is recorded. The sum of the blows required for penetration of the middle two 6-inch (0.15m) increments of penetration constitutes the test result of N-value. After the test, the sampler is extracted from the ground and opened to allow visual description of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength (Qu):

Cohesionless Soils:	**N-Value**	**Description**
	0 to 4	Very loose
	4 to 10	Loose
	10 to 30	Medium dense
	30 to 50	Dense
	Above 50	Very dense

Cohesive Soils:	N-Value	Description	Qu
	0 to 2	Very soft	Below 0.25 tsf (25 kPa)
	2 to 4	Soft	0.25 to 0.50 tsf (25 to 50 kPa)
	4 to 8	Medium stiff	0.50 to 1.0 tsf (50 to 100 kPa)
	8 to 15	Stiff	1.0 to 2.0 tsf (100 to 200 kPa)
	15 to 30	Very stiff	2.0 to 4.0 tsf (200 to 400 kPa)
	Above 30	Hard	Above 4.0 tsf (400 kPa)

The tests are usually performed at 5 foot (1.5m) intervals. However, more frequent or continuous testing is done by AACE through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid. After completion of a test borings, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed by backfilling, either with accumulated cuttings or lean cement.

Representative split-spoon samples from each sampling interval and from different strata are brought to our laboratory in air-tight jars for classification and testing, if necessary. Afterwards, the samples are discarded unless prior arrangement have been made.

POWER AUGER BORINGS

Auger borings (ASTM D-1452) are used when a relatively large, continuous sampling of soil strata close to the ground surface is desired. A 4-inch (100 mm) diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot (1.5m) sections. It is powered by the rotary drill rig. The sample is recovered by withdrawing the auger our of the ground without rotating it. The soil sample so obtained, is classified in the field and representative samples placed in bags or jars and returned to the AACE soils laboratory for classification and testing, if necessary.

HAND AUGER BORINGS

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5-foot [1.5m]) depth or when access is not available to power drilling equipment. A 3-inch (75mm) diameter hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved at approximately 6-inch (0.15m) interval and its contents emptied for inspection. On occasion post-hole diggers are used, especially in the upper 3 feet (1m) or so. Penetrometer probings can be used in the upper 5 feet (1.5m) to determine the relative density of the soils. The soil sample obtained is described and representative samples put in bags or jars and transported to the AACE soils laboratory for classification and testing, if necessary.

UNDISTURBED SAMPLING

Undisturbed sampling (ASTM D-1587) implies the recovery of soil samples in a state as close to their natural condition as possible. Complete preservation of in situ conditions cannot be realized; however, with careful handling and proper sampling techniques, disturbance during sampling can be minimized for most geotechnical engineering purposes. Testing of undisturbed samples gives a more accurate estimate of in situ behavior than is possible with disturbed samples.

Normally, we obtain undisturbed samples by pushing a 2.875-inch (73 mm) I.D., thin wall seamless steel tube 24 inches (0.6 m) into the soil with a single stoke of a hydraulic ram. The sampler, which is a Shelby tube, is 30 (0.8 m) inches long. After the sampler is retrieved, the ends are sealed in the field and it is transported to our laboratory for visual description and testing, as needed.

ROCK CORING

In case rock strata is encountered and rock strength/continuity/composition information is needed for foundation or mining purposes, the rock can be cored (ASTM D-2113) and 2-inch to 4-inch diameter rock core samples be obtained for further laboratory analyses. The rock coring is performed through flush-joint steel casing temporarily installed through the overburden soils above the rock formation and also installed into the rock. The double- or triple-tube core barrels are advanced into the rock typically in 5-foot intervals and then retrieved to the surface. The barrel is then opened so that the core sample can be extruded. Preliminary field measurements of the recovered rock cores include percent recovery and Rock Quality Designation (RQD) values. The rock cores are placed in secure core boxes and then transported to our laboratory for further inspection and testing, as needed.

SFWMD EXFILTRATION TESTS

In order to estimate the hydraulic conductivity of the upper soils, constant head or falling head exfiltration tests can be performed. These tests are performed in accordance with methods described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV. In brief, a 6 to 9 inch diameter hole is augered to depths of about 5 to 7 feet; the bottom one foot is filled with 57-stone; and a 6-foot long slotted PVC pipe is lowered into the hole. The distance from the groundwater table and to the ground surface is recordedand the hole is then saturated for 10 minutes with the water level maintained at the ground surface.

If a constant head test is performed, the rate of pumping will be recorded at fixed intervals of 1 minute for a total of 10 minutes, following the saturation period.

LABORATORY TEST METHODS

Soil samples returned to the AACE soils laboratory are visually observed by a geotechnical engineer or a trained technician to obtain more accurate description of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to help define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as discussed in this report.

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

The soil descriptions shown on the logs are based upon visual-manual procedures in accordance with local practice. Soil classification is performed in general accordance with the United Soil Classification System and is also based on visual-manual procedures.

BOULDERS (>12" [300 MM]) and COBBLES (3" [75 MM] TO 12" [300 MM]):

GRAVEL: Coarse Gravel: 3/4" (19 mm) to 3" (75 mm)
Fine Gravel: No. 4 (4.75 mm) Sieve to 3/4" (19 mm)

Descriptive adjectives:

0 - 5%	– no mention of gravel in description
5 - 15%	– trace
15 - 29%	– some
30 - 49%	– gravelly (shell, limerock, cemented sands)

SANDS:

COARSE SAND: No. 10 (2 mm) Sieve to No. 4 (4.75 mm) Sieve
MEDIUM SAND: No. 40 (425 µm) Sieve to No. 10 (2 mm) Sieve
FINE SAND: No. 200 (75 µm) Sieve to No. 40 (425 µm) Sieve

Descriptive adjectives:

0 - 5%	– no mention of sand in description
5 - 15%	– trace
15 - 29%	– some
30 - 49%	– sandy

SILT/CLAY: < #200 (75µM) Sieve

SILTY OR SILT: $PI < 4$
SILTY CLAYEY OR SILTY CLAY: $4 \leq PI \leq 7$
CLAYEY OR CLAY: $PI > 7$

Descriptive adjectives:

< - 5%	– clean (no mention of silt or clay in description)
5 - 15%	– slightly
16 - 35%	– clayey, silty, or silty clayey
36 - 49%	– very

ORGANIC SOILS:

Organic Content	**Descriptive Adjectives**	**Classification**
0 - 2.5%	Usually no mention of organics in description	See Above
2.6 - 5%	slightly organic	add “with organic fines” to group name
5 - 30%	organic	SM with organic fines
		Organic Silt (OL)
		Organic Clay (OL)
		Organic Silt (OH)

Organic Clay (OH)

HIGHLY ORGANIC SOILS AND MATTER:

Organic Content	**Descriptive Adjectives**	**Classification**
30 - 75%	sandy peat	Peat (PT)
	silty peat	Peat (PT)
> 75%	amorphous peat	Peat (PT)
	fibrous peat	Peat (PT)

STRATIFICATION AND STRUCTURE:

Descriptive Term		**Thickness**
with interbedded		
seam	--	less than ½ inch (13 mm) thick
layer	--	½ to 12-inches (300 mm) thick
stratum	--	more than 12-inches (300 mm) thick
pocket	--	small, erratic deposit, usually less than 1-foot
lens	--	lenticular deposits
occasional	--	one or less per foot of thickness
frequent	--	more than one per foot of thickness
calcareous	--	containing calcium carbonate (reaction to diluted HCL)
hardpan	--	spodic horizon usually medium dense
marl	--	mixture of carbonate clays, silts, shells and sands

ROCK CLASSIFICATION (FLORIDA) CHART:

Symbol	Typical Description
LS	Hard Bedded Limestone or Caprock
WLS	Fractured or Weathered Limestone
LR	Limerock (gravel, sand, silt and clay mixture)
SLS	Stratified Limestone and Soils

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

LEGEND FOR BORING LOGS

N:	Number of blows to drive a 2-inch OD split spoon sampler 12 inches using a 140-pound hammer dropped 30 inches
R:	Refusal (less than six inches advance of the split spoon after 50 hammer blows)
MC:	Moisture content (percent of dry weight)
OC:	Organic content (percent of dry weight)
PL:	Moisture content at the plastic limit
LL:	Moisture content at the liquid limit
PI:	Plasticity index (LL-PL)
qu:	Unconfined compressive strength (tons per square foot, unless otherwise noted)
-200:	Percent passing a No. 200 sieve (200 wash)
+40:	Percent retained above a No. 40 sieve
US:	Undisturbed sample obtained with a thin-wall Shelby tube
k:	Permeability (feet per minute, unless otherwise noted)
DD:	Dry density (pounds per cubic foot)
TW:	Total unit weight (pounds per cubic foot)

APPENDIX III

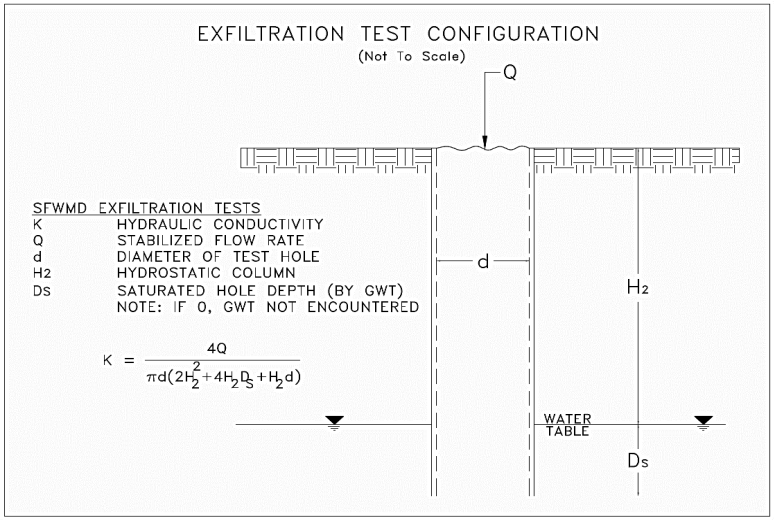
Soil Hydraulic Conductivity Test Reports

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SFWMD Usual Open Hole Test

Test Number	**EX-1**	**Project Name**	Capri Harbor Lighthouse Marina	**Weather Conditions**	Overcast
		Project Number	25-118	**Temperature**	75F
		Test Location	Refer to Figure No. 2	**Technician**	DT
		Date	2/20/2025	**Engineer**	PA

DIAMETER OF TEST HOLE (FEET): **d** =	0.5	
DEPTH OF TEST HOLE (FEET): H_1 =	6	
DEPTH TO WATER TABLE (FEET): H_2 =	6	
SATURATED HOLE DEPTH (FEET): D_s =	0	
METER READING (Gallons): V_i =	0	@ 0.00 MIN
METER READING (Gallons): V_F =	9	@ 10.00 MIN
AVERAGE FLOW RATE (GPM) =	0.90	
"STABILIZED" FLOW RATE (CFS): Q =	**2.0E-03**	
HYDRAULIC CONDUCTIVITY (CFS / FT^2 - FT. HEAD): K =	**6.8E-05**	



Soil Profile	
Depth (in-bls)	**Description**
0 - 48	Brown fine sand (SP)
48 - 72	Gray fine sand (SP)
Groundwater not encountered	

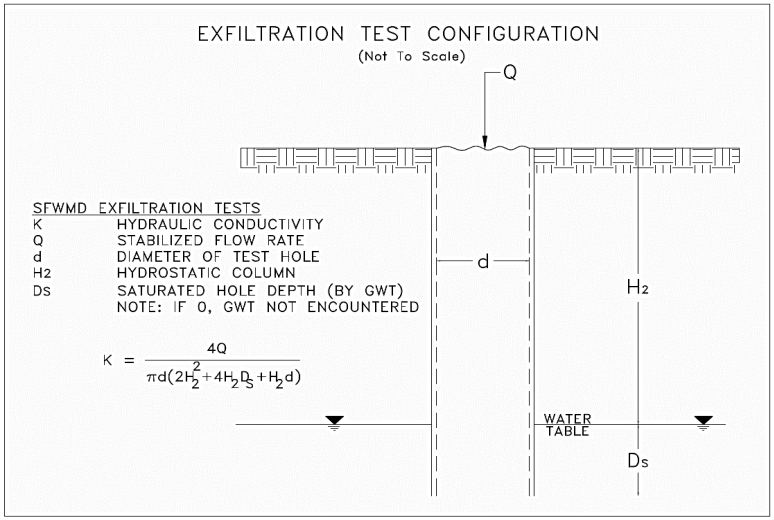
NOTES:
The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).
The K-value was calculated based on the exfiltration test procedure as shown hereon.
The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SFWMD Usual Open Hole Test

Test Number	**EX-2**	**Project Name**	Capri Harbor Lighthouse Marina	**Weather Conditions**	Overcast
		Project Number	25-118	**Temperature**	78F
		Test Location	Refer to Figure No. 2	**Technician**	DT
		Date	2/20/2025	**Engineer**	PA

DIAMETER OF TEST HOLE (FEET): **d** =	0.5	
DEPTH OF TEST HOLE (FEET): H_1 =	6	
DEPTH TO WATER TABLE (FEET): H_2 =	6	
SATURATED HOLE DEPTH (FEET): D_s =	0	
METER READING (Gallons): V_i =	0	@ 0.00 MIN
METER READING (Gallons): V_F =	8	@ 10.00 MIN
AVERAGE FLOW RATE (GPM) =	0.80	
"STABILIZED" FLOW RATE (CFS): Q =	**1.8E-03**	
HYDRAULIC CONDUCTIVITY (CFS / FT^2 - FT. HEAD): K =	**6.1E-05**	



Soil Profile	
Depth (in-bls)	**Description**
0 - 72	Brown fine sand (SP)
Groundwater not encountered	

NOTES:
The hydraulic conductivity test was performed in general accordance with the methods described in the South Florida Water Management District (SFWMD) Environmental Resource Permit Information Manual (Volume IV).
The K-value was calculated based on the exfiltration test procedure as shown hereon.
The presented hydraulic conductivity (K) value is applicable for an exfiltration trench installed at the same depth as the borehole test. The K-value represents an ultimate value. The designer should decide on the required factor of safety (minimum of 2, per SFWMD).

APPENDIX IV

AACE Project Limitations and Conditions

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Project Limitations and Conditions

Andersen Andre Consulting Engineers, Inc. has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made herein. Further, the report, in all cases, is subject to the following limitations and conditions:

VARIABLE/UNANTICIPATED SUBSURFACE CONDITIONS

The engineering analysis, evaluation and subsequent recommendations presented herein are based on the data obtained from our field explorations, at the specific locations explored on the dates indicated in the report. This report does not reflect any subsurface variations (e.g. soil types, groundwater levels, etc.) which may occur adjacent or between borings.

The nature and extent of any such variations may not become evident until construction/excavation commences. In the event such variations are encountered, Andersen Andre Consulting Engineers, Inc. may find it necessary to (1) perform additional subsurface explorations, (2) conduct in-the-field observations of encountered variations, and/or re-evaluate the conclusions and recommendations presented herein.

We at Andersen Andre Consulting Engineers, Inc. recommend that the project specifications necessitate the contractor immediately notifying Andersen Andre Consulting Engineers, Inc., the owner and the design engineer (if applicable) if subsurface conditions are encountered that are different from those presented in this report.

No claim by the contractor for any conditions differing from those expected in the plans and specifications, or presented in this report, should be allowed unless the contractor notifies the owner and Andersen Andre Consulting Engineers, Inc. of such differing site conditions. Additionally, we recommend that all foundation work and site improvements be observed by an Andersen Andre Consulting Engineers, Inc. representative.

SOIL STRATA CHANGES

Soil strata changes are indicated by a horizontal line on the soil boring profiles (boring logs) presented within this report. However, the actual strata's changes may be more gradual and indistinct. Where changes occur between soil samples, the locations of the changes must be estimated using the available information and may not be at the exact depth indicated.

SINKHOLE POTENTIAL

Unless specifically requested in writing, a subsurface exploration performed by Andersen Andre Consulting Engineers, Inc. is not intended to be an evaluation for sinkhole potential.

MISINTERPRETATION OF SUBSURFACE SOIL EXPLORATION REPORT

Andersen Andre Consulting Engineers, Inc. is responsible for the conclusions and recommendations presented herein, based upon the subsurface data obtained during this project. If others render conclusions or opinions, or make recommendations based upon the data presented in this report, those conclusions, opinions and/or recommendations are not the responsibility of Andersen Andre Consulting Engineers, Inc.

CHANGED STRUCTURE OR LOCATION

This report was prepared to assist the owner, architect and/or civil engineer in the design of the subject project. If any changes in the construction, design and/or location of the structures as discussed in this report are planned, or if any structures are included or added that are not discussed in this report, the conclusions and recommendations contained in this report may not be valid. All such changes in the project plans should be made known to Andersen Andre Consulting Engineers, Inc. for our subsequent re-evaluation.

USE OF REPORT BY BIDDERS

Bidders who are reviewing this report prior to submission of a bid are cautioned that this report was prepared to assist the owners and project designers. Bidders should coordinate their own subsurface explorations (e.g.; soil borings, test pits, etc.) for the purpose of determining any conditions that may affect construction operations. Andersen Andre Consulting Engineers, Inc. cannot be held responsible for any interpretations made using this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which may affect construction operations.

IN-THE-FIELD OBSERVATIONS

Andersen Andre Consulting Engineers, Inc. attempts to identify subsurface conditions, including soil stratigraphy, water levels, zones of lost circulation, “hard” or “soft” drilling, subsurface obstructions, etc. However, lack of mention in the report does not preclude the presence of such conditions.

LOCATION OF BURIED OBJECTS

Users of this report are cautioned that there was no requirement for Andersen Andre Consulting Engineers, Inc. to attempt to locate any man-made, underground objects during the course of this exploration, and that no attempts to locate any such objects were performed. Andersen Andre Consulting Engineers, Inc. cannot be responsible for any buried man-made objects which are subsequently encountered during construction.

PASSAGE OF TIME

This report reflects subsurface conditions that were encountered at the time/date indicated in the report. Significant changes can occur at the site during the passage of time. The user of the report recognizes the inherent risk in using the information presented herein after a reasonable amount of time has passed. We recommend the user of the report contact Andersen Andre Consulting Engineers, Inc. with any questions or concerns regarding this issue.

Important Information about Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely, on Your ASFE-Member Geotechncial Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE THE GEOPROFESSIONAL BUSINESS ASSOCIATION

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IIGER03135.0MRP

CAPRI HARBOR STUART

ENVIRONMENTAL SUPPLEMENT
FOR
THE CITY OF STUART

AUGUST 2025

PREPARED BY:
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1.0 SITE DESCRIPTION

The Capri Harbor Stuart Project is located at 54 SW Dixie Highway (A1A) in Stuart, Florida within Sections 5 & 30, Township 38 South, Range 41 East, Martin County. The south 6.80-acre parcel can be identified by Parcel Id 05-38-41-000-000-00040-5 and the north 0.49-acre site can be identified by Parcl Id 32-37-41-004-000-00030-9. In total there are 11.10 project acres.

Historically this site has been used for boat shows, a commercial marina, and for marine construction staging. It has been nearly cleared several times and filled as recently as 2022, so most vegetation present is third or fourth growth.

Allied Marine lies due north of the site, Sunset Bay Marina is approximately 0.17 miles to the southeast on the other side of the bridge, and the nearest residential dock is approximately 0.37 miles west, southwest of the site. The southeast corner of the site abuts the Old Roosevelt Bridge on SW Dixie Highway.

2.0 PROPOSED PROJECT

The development proposal includes a public boardwalk, a two-story (up to 275-seat) restaurant with a ship store, parking and stormwater management system, a small overwater bar, shoreline riprap, a retaining wall, and a 158 wet slip marina with 4 temporary slips associated with a fuel dock and 10 slips associated with a boat club. The marina facility will accommodate vessels from 25 feet to 150 feet in length. (Refer to Section 8.0 for the Marina Siting summary.) It is the goal of the marina to qualify for the state Clean Marina program to ensure water quality standards are improved or maintained at this facility. Further water quality enhancements can be found through mollusk and other filter organism growth on the floating docks and shoreline riprap. Mangroves are also anticipated to recruit along the newly enhanced shoreline which will provide wildlife utilization benefits.

Shoreline impacts are temporary in nature to accommodate riprap and public walkways as required by Future Land Use Goal Policy 1.A.2. Habitat north of the main parking lot will be preserved and enhanced including shoreline wetland habitat per Policy 5.A5.

Pedestrian access to the site is via two entry points from NW Dixie Highway, where the existing sidewalk will be widened to 8 feet. The northern access point connects directly to a 12-foot-wide public boardwalk along the riverfront, leading southward to the restaurant.

3.0 SITE DESCRIPTION

3.1 Soils

Most soils onsite now consist of fill material from the construction of the bridge and A1-A, as well as past site uses. The Natural Resource Conservation Service identifies the majority of the site as #36- Arents, 0 to 2 Percent Slope. Arents parent material is altered marine deposits with a top cover of fine sand (0-30 inches), followed by mucky fine sand (30-36 inches) and sand (36-60 inches). Arents is not considered hydric (wetland) soil.

A small historical line of #99- Water curves into the existing upland but does not reflect current conditions. (Refer to exhibit 7.)

3.2 Habitats

Most of the main southern (6.8-acre) site that is not bay waters is open cleared and filled land which has been disturbed and maintained for decades. A business is located in a small building onsite, as well as a storage barn. Remnants of a boat ramp and barge loading area are located along the western shoreline. Mangroves have recruited to midstory/sub-canopy levels in various locations along the south triangular portion of the site, intermixed with Brazilian pepper, Australian pines and Coinvine. A depression in the southeast corner where fill has not been placed as high as the surrounding, has a dense canopy of cabbage palm along with three large native trees, but lacks midstory and the groundcover is nearly 100% exotic. Remnants of old site use are evident along the highway fence line as well.

North of the business is a large banyan tree in a mowed area followed by a new municipal outfall before vegetative habitats begin again. A slender strip of vegetation extending approximately 0.1 miles along Northwest Dixie Highway and the water lies due north of the outfall. This strip of land is comprised by three types of habitat: mangrove shoreline with varying degrees of exotic species infestations, tropical hardwood with 50-75% exotic coverage and cabbage palm along the uppermost segment adjacent to the sidewalk.

A list of habitats and their acreages is included in Table 1. If they qualify as native habitat, having at least 50% native cover, then they were identified as such. Native upland habitat onsite totaled 5.6%, while wetland habitat, some of which was above the 50% native threshold for exotic cover, totaled 6.1%.

Table 1: FLUCFCS Table and Native Habitat

ID#	FLUCCS	Description	Acreage	Native Habitat
1	740	CLEARED AND FILLED LAND	1.95	
2	428 E4	CABBAGE PALM >75% EXOTIC	0.08	
3	428D	DISTURBED CABBAGE PALM	0.24	
4	426 E1	TROPICAL HARDWOOD 0-25% EXOTIC	0.04	YES
5	426H E3	TROPICAL HARDWOOD 50-75% EX. HYDRIC	0.05	YES
6	612 E2	MANGROVE 25-50% EXOTIC	0.003	YES
7	710	BEACH-OTHER THAN SWIMMING	0.01	
8	426 H	SEAGRAPE- HYDRIC	0.01	YES
9	710	BEACH-OTHER THAN SWIMMING	0.005	
10	426 E4	TROPICAL HARDWOOD >75% EXOTIC	0.11	
11	426H E4	TROPICAL HARDWOOD >75% EX. HYDRIC	0.03	
12	740H	CONCRETE PILE BARGE LANDING	0.01	
13	428 E4	TROPICAL HARDWOOD >75% EXOTIC	0.01	
14	612 E2	MANGROVE 25-50% EXOTIC	0.01	YES
15	428 E2	TROPICAL HARDWOOD 25-50% EXOTIC	0.01	YES
16	612 E1	MANGROVE 0-25% EXOTIC	0.03	YES
17	428 E3	CABBAGE PALM 50-75% EXOTIC	0.004	YES
18	427	AUSTRALIAN PINE	0.01	
19	184	BOAT RAMP	0.01	
20	612	MANGROVE SHRUB	0.001	YES
21	710	BEACH-OTHER THAN SWIMMING	0.06	
22	642	SHORELINE PURSLANE	0.01	YES
23	710	BEACH-OTHER THAN SWIMMING	0.04	
24	428 E4	CABBAGE PALM >75% EXOTIC	0.07	
25	140	COMMERCIAL AND SERVICES	0.10	
26	322 E4	COASTAL SCRUB >75% EXOTIC	0.03	
27	740	DISTURBED- MOWED	0.10	
28	612 E3	MANGROVE 50-75% EXOTIC	0.001	YES
29	422	BRAZILIAN PEPPER	0.003	
30	830	CITY DRAINAGE OUTFALL	0.04	
31	428	CABBAGE PALM	0.15	YES
32	426 E3	TROPICAL HARDWOOD 50-75% EXOTIC	0.23	YES
33	612 E4	MANGROVE >75% EXOTIC	0.04	
34	612 E3	MANGROVE 50-75% EXOTIC	0.04	YES
35	612 E2	MANGROVE 25-50% EXOTIC	0.08	YES
36	540	BAYS & ESTUARIES	7.50	
		TOTAL	**11.10**	**0.67**
		TOTAL UPLAND	**3.14**	**0.43**
		TOTAL WETLAND	**0.31**	**0.24**
		DRAINAGE OUTFALL	**0.04**	
		BEACHES OTHER THAN SWIMMING	**0.11**	
		BAYS & ESTUARY WATERS	**7.50**	

3.3 Habitat Descriptions

#1 740 Cleared and Filled Land 1.95 Acres

The site has been cleared and manipulated for decades with fill being added and scraped at various stages of use. Where gravel is not present the site is mowed and fill elevations vary. This habitat is covered by weedy species as expected in a mowed area. A soil plug was attempted in several locations however the shovel stopped at approximately 6-7 inches before compaction. Based on archaeological shovel tests it is estimated that between 3 and 5 feet of fill is present.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 9%				
Silverling	*Baccharis glomeruliflora*	3	Yes	FAC
Brazilian pepper	*Schinus terebinthifolia*	3	No	FAC
Cabbage palm	*Sabal palmetto*	3	Yes	FAC
GROUNDCOVER 100%				
Frog fruit	*Phyla nodiflora*	16	Yes	FAC
Torpedo grass	*Panicum repens*	11	No	FACW
Florida pusley	*Richardia scabra*	9	No	
Bermuda grass	*Cynodon dactylon*	9	No	
Ragweed	*Ambrosia artemisiifolia*	8	Yes	
Shrubby false buttonwood	*Borreria verticillata*	6		
Lateflowering thoroughwort	*Eupatorium serotinum*	6	Yes	FAC
Smooth rattlebox	*Crotalaria pallida Aiton var. obovata*	5	No	
Silverling	*Baccharis glomeruliflora*	4	Yes	FAC
Dogfennel	*Eupatorium capillifolium*	4	Yes	FAC
Creeping oxeye	*Sphagneticola trilobata*	4	No	FAC
American burnweed	*Erechtites hieraciifolius*	6	Yes	FAC
Brazilian pepper	*Schinus terebinthifolia*	5	No	FAC
Swamp flatsedge	*Cyperus ligularis*	5	Yes	FACW
Railroad vine	*Ipomoea pes-caprae*	1	Yes	
Saltmarsh finger grass	*Eustachys glauca*	1	Yes	FACW

#2 428 E4 Cabbage Palm >75% Exotic 0.08 Acres

This habitat has been overrun with exotic species since it lies at the base and on the slope of A1A.

CANOPY 20%		**% Cover**	**Native**	**Status**
Cabbage palm	*Sabal palmetto*	20	Yes	FAC
MIDSTORY 19%				
Brazilian pepper	*Schinus terebinthifolia*	70	No	FAC
Cabbage palm	*Sabal palmetto*	10	Yes	FAC
GROUNDCOVER 74%				
Brazilian pepper	*Schinus terebinthifolia*	15	No	FAC

#3 428D Disturbed Cabbage Palm 0.24 Acres

This habitat is a disturbed depression where fill was placed around it. The canopy is mostly native, however there is little midstory and the groundcover is 72% exotic from historical impacts.

CANOPY 83%		**% Cover**	**Native**	**Status**
Wild banyan	*Ficus citrifolia*	45	Yes	
Cabbage palm	*Sabal palmetto*	30	Yes	FAC
Live oak	*Quercus virginiana*	5	Yes	UPL
Umbrella tree	*Heptapleurum actinophyllum*	3	No	
MIDSTORY 19%				
Cabbage palm	*Sabal palmetto*	4	Yes	FAC
Umbrella tree	*Heptapleurum actinophyllum*	4	No	
Brazilian pepper	*Schinus terebinthifolia*	3	No	FAC
Coinvine	*Dalbergia ecastaphyllum*	3	Yes	
Gumbo limbo	*Bursera simaruba*	2	Yes	UPL
Wild banyan	*Ficus citrifolia*	2	Yes	
Seagrape	*Coccoloba uvifera*	1	Yes	UPL
GROUNDCOVER 74%				
Creeping oxeye	*Sphagneticola trilobata*	45	No	FAC
Lateflowering thoroughwort	*Eupatorium serotinum*	10	Yes	FAC
Carrotwood	*Cupaniopsis anacardioides*	4	No	
Brazilian pepper	*Schinus terebinthifolia*	3	No	FAC
Gumbo limbo	*Bursera simaruba*	3	Yes	UPL
Swamp flatsedge	*Cyperus ligularis*	3	Yes	FACW
Coinvine	*Dalbergia ecastaphyllum*	2	Yes	
Umbrella tree	*Heptapleurum actinophyllum*	2	No	
Snake plant	*Dracaena trifasciata*	2	No	
VINE 21%				
Virginia creeper	*Parthenocissus quinquefolia*	18	Yes	
Pepper vine	*Nekemias arborea*	3	Yes	

#4 426 E2 Tropical Hardwood 25-50% Exotic 0.04 Acres

In this habitat fill begins to slope down to a sandy tidal area where the vegetation is more tropical in nature. Brazilian pepper is abundant, and coconut palms have taken root in the sub-canopy.

CANOPY 20%		**% Cover**	**Native**	**Status**
Cabbage palm	*Sabal palmetto*	10	Yes	FAC
Seagrape	*Coccoloba uvifera*	10	Yes	
MIDSTORY 79%				
Brazilian pepper	*Schinus terebinthifolia*	50	No	FAC
Coinvine	*Dalbergia ecastaphyllum*	15	Yes	
Seagrape	*Coccoloba uvifera*	8	Yes	
Coconut palm	*Cocos nucifera*	6	No	
GROUNDCOVER 2%				
Seagrape	*Coccoloba uvifera*	2	Yes	

#5 426H E3 Hydric Tropical Hardwood 50-75% Exotic 0.05 Acres

Habitat 5 is similar to #4 but lies in an area where debris washes in with high tides, so it was classified as hydric. There is also more Brazilian pepper in area #5.

CANOPY 10%		**% Cover**	**Native**	**Status**
Weeping fig	*Ficus benjamina*	10	No	
MIDSTORY 81%				
Brazilian pepper	*Schinus terebinthifolia*	60	No	FAC
Coinvine	*Dalbergia ecastaphyllum*	12	Yes	
Seagrape	*Coccoloba uvifera*	6	Yes	
Coconut palm	*Cocos nucifera*	3	No	
GROUNDCOVER 1%				
Seagrape	*Coccoloba uvifera*	1	Yes	

#6 612 E3 Mangrove 50-75% Exotic 0.003 Acres

Habitat 6 is a shoreline patch of mangrove which lies landward of mean high water. Brazilian pepper is also a significant part of this habitat.

CANOPY 5%		**% Cover**	**Native**	**Status**
Red mangrove	*Rhizophora mangle*	5	Yes	OBL
MIDSTORY 70%				
Red mangrove	*Rhizophora mangle*	30	Yes	OBL
Brazilian pepper	*Schinus terebinthifolia*	40	No	FAC
GROUNDCOVER 3%				
Red mangrove	*Rhizophora mangle*	3	Yes	OBL

#7 Beaches Other Than Swimming Beaches 0.01 Acres

This habitat is solely sand from erosion on the shoreline.

#8 426H Hydric Seagrape 0.01 Acres

There is a dense shoreline seagrape habitat which lies landward of mean high water but within a portion of the shoreline where rafted debris indicates high water does encroach occasionally.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 70%				
Seagrape	*Coccoloba uvifera*	60	Yes	
Coinvine	*Dalbergia ecastaphyllum*	10	Yes	
GROUNDCOVER 3%				
Seagrape	*Coccoloba uvifera*	3	Yes	

#9 Beaches Other Than Swimming Beaches 0.005 Acres

This habitat is solely sand from erosion on the shoreline.

#10 426 E3 Tropical Hardwood 50-75% Exotic 0.11 Acres

This habitat has one canopy Wild banyan and one or two cabbage palm, but it is mostly characterized by dense midstory comprised of predominantly exotic species. Also present is a homeless camp on the west end of habitat #10.

CANOPY 18%		**% Cover**	**Native**	**Status**
Wild banyan	*Ficus citrifolia*	12	Yes	
Cabbage palm	*Sabal palmetto*	6	Yes	FAC
MIDSTORY 91%				
Brazilian pepper	*Schinus terebinthifolia*	55	No	FAC
Cabbage palm	*Sabal palmetto*	10		FAC
Australian pine	*Casuarina equisetifolia*	10	No	FAC
Coinvine	*Dalbergia ecastaphyllum*	8	Yes	
Seagrape	*Coccoloba uvifera*	6	Yes	
Coconut palm	*Cocos nucifera*	2	No	
GROUNDCOVER 3%				
Coinvine	*Dalbergia ecastaphyllum*	3	Yes	

#11 437H Hydric Australian Pine 0.03 Acres

Landward of the mean high-water line and a shoreline mangrove fringe is an area where Australian pine dominates, along with Brazilian pepper. It does appear that high tide does inundate this shoreline, so it was designated as hydric.

CANOPY 10%		**% Cover**	**Native**	**Status**
Australian pine	*Casuarina equisetifolia*	10	No	FAC
MIDSTORY 20%				
Brazilian pepper	*Schinus terebinthifolia*	20	No	FAC
Australian pine	*Casuarina equisetifolia*	20	No	FAC
GROUNDCOVER 0%				

#12 740H Concrete Pile Barge Landing 0.01 Acres

This shoreline was stabilized with concrete pilings to accommodate a barge for beach landing. Areas of the landing have washed out under the pilings, exposing dirt and water in places. No vegetation is present at this location.

#13 428 E3 Cabbage palm 50-75% Exotic 0.01 Acres

This small habitat has been recruited since the barge landing was abandoned. Cabbage palm came in, followed by Australian pine and Brazilian pepper.

CANOPY 25%		**% Cover**	**Native**	**Status**
Australian pine	*Casuarina equisetifolia*	15	No	FAC
Cabbage palm	*Sabal palmetto*	10	Yes	FAC
MIDSTORY 45%				
Brazilian pepper	*Schinus terebinthifolia*	20	No	FAC
Australian pine	*Casuarina equisetifolia*	20	No	FAC
Seagrape	*Coccoloba uvifera*	5	Yes	
GROUNDCOVER 5%				
Seagrape	*Coccoloba uvifera*	5	Yes	

#14 612 E1 Mangrove 0-25% Exotic 0.01 Acres

Habitat 14 is comprised of a mangrove fringe which begins above mean high water but continues into the waterway.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 38%				
Red mangrove	*Rhizophora mangle*	15	Yes	OBL
White mangrove	*Laguncularia racemosa*	15	Yes	OBL
Australian pine	*Casuarina equisetifolia*	8	No	FAC
GROUNDCOVER 2%				
Red mangrove	*Rhizophora mangle*	2	Yes	OBL

#15 428 E1 Cabbage Palm 0-25% Exotic 0.01 Acres

This habitat is comprised on midstory sized cabbage palm which have recruited along a mangrove shoreline.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 25%				
Cabbage palm	*Sabal palmetto*	10	Yes	FAC
Brazilian pepper	*Schinus terebinthifolia*	10	No	FAC
Seagrape	*Coccoloba uvifera*	5	Yes	
GROUNDCOVER 2%				
Seagrape	*Coccoloba uvifera*	2	Yes	

#16 612 Mangrove 0.03 Acres

Habitat 16 is comprised of midstory mangrove lining the shoreline above mean high water.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 85%				
Red mangrove	*Rhizophora mangle*	50	Yes	OBL
White mangrove	*Laguncularia racemosa*	20	Yes	OBL
Black mangrove	*Avicennia germinans*	15	Yes	OBL
GROUNDCOVER 22%				
Red mangrove	*Rhizophora mangle*	10	Yes	OBL
White mangrove	*Laguncularia racemosa*	8	Yes	OBL
Black mangrove	*Avicennia germinans*	4	Yes	OBL

#17 428 E3 Cabbage Palm 50-75% Exotic 0.004 Acres

This habitat has recruited adjacent to the boat ramp and is comprised of Australian pine, cabbage palm and Brazilian pepper.

CANOPY 30%		**% Cover**	**Native**	**Status**
Australian pine	*Casuarina equisetifolia*	15	No	FAC
Cabbage palm	*Sabal palmetto*	15	Yes	FAC
MIDSTORY 30%				
Australian pine	*Casuarina equisetifolia*	15	No	FAC
Brazilian pepper	*Schinus terebinthifolia*	15	No	FAC
GROUNDCOVER 5%				
Australian pine	*Casuarina equisetifolia*	5	No	FAC

#18 437H Hydric Australian pine 0.01 Acres

There is a continuation of the Australian pine from habitat 17 down to the mean-high water line.

CANOPY 5%		**% Cover**	**Native**	**Status**
Australian pine	*Casuarina equisetifolia*	5	No	FAC
MIDSTORY 15%				
Australian pine	*Casuarina equisetifolia*	15	No	FAC
GROUNDCOVER 0%				

#20 Mangrove Shrub 0.001 Acres

There are two recruited (<4 foot) mangroves and several more which have also been recruited adjacent to the boat ramp that are less than 20 inches in height.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 20%				
White mangrove	*Laguncularia racemosa*	15	Yes	OBL
Red mangrove	*Rhizophora mangle*	5	Yes	OBL
GROUNDCOVER 5%				
White mangrove	*Laguncularia racemosa*	5	Yes	OBL

#21 Beaches Other Than Swimming Beaches 0.06 Acres

This habitat is solely sand from erosion on the shoreline.

#22 642 Saltwater Marsh 0.01 Acres

Along the eroding beach is a patch of purslane and saltgrass which is dense enough to be called out separately.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 0%				
GROUNDCOVER 75%				
Saltgrass	*Distichlis spicata*	40	Yes	OBL
Shoreline seapurslane	*Sesuvium portulacastrum*	35	Yes	FACW

#24 Cabbage palm >75% Exotic 0.07 Acres

This shady area is dominated by exotic canopy species. More than likely these trees were planted for parking shade.

CANOPY 85%		**% Cover**	**Native**	**Status**
Pongam tree	*Millettia pinnata*	55	No	
Weeping fig	*Ficus benjamina*	25	No	
Cabbage palm	*Sabal palmetto*	5	Yes	FAC
MIDSTORY 20%				
Cabbage palm	*Sabal palmetto*	8	Yes	FAC
GROUNDCOVER 0%				

#26 322 E4 Coastal Scrub >75% Exotic 0.03 Acres

Behind the business is a fringe of exotic infested shrub material.

CANOPY 80%		**% Cover**	**Native**	**Status**
MIDSTORY 20%				
Brazilian pepper	*Schinus terebinthifolia*	65	No	FAC
Coinvine	*Dalbergia ecastaphyllum*	10	Yes	
Carrotwood		5	No	
GROUNDCOVER 40%				
Snake plant	*Dracaena trifasciata*	40	No	

#28 612 E2 Mangrove 25-50% Exotic 0.001 Acres

This small habitat is a shoreline mangrove patch which is somewhat infested with adjacent upland Brazilian pepper.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 42%				
Brazilian pepper	*Schinus terebinthifolia*	30	No	FAC
White mangrove	*Laguncularia racemosa*	12	Yes	OBL
GROUNDCOVER 0%				

#29 422 Brazilian pepper 0.003 Acres

As described this an upland patch of Brazilian pepper.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 100%				
Brazilian pepper	*Schinus terebinthifolia*	100	No	FAC
GROUNDCOVER 0%				

#31 428 Cabbage palm 0.15 Acres

Along the A1A sidewalk is a strip of Cabbage palm which varies in width from 8 feet to 13 feet in places. Most of the cabbage palms are not quite canopy in size (having a clear trunk of 10 feet or more).

CANOPY 25%		**% Cover**	**Native**	**Status**
Cabbage palm	*Sabal palmetto*	25	Yes	FAC
MIDSTORY 60%				
Cabbage palm	*Sabal palmetto*	60	Yes	FAC
GROUNDCOVER 12%				
Cabbage palm	*Sabal palmetto*	12	Yes	FAC

#32 426 E3 Tropical Hardwood 50-75% Exotic 0.23 Acres

This habitat lies waterward to habitat 31 on a slope down to an old poured concrete shoreline slab. It is dominated by Brazilian pepper but also contains some tropical trees and shrubs.

		% Cover	**Native**	**Status**
CANOPY 18%				
Seagrape	*Coccoloba uvifera*	12	Yes	
Cabbage palm	*Sabal palmetto*	5	Yes	FAC
Live oak	*Quercus virginiana*	1	Yes	UPL

MIDSTORY 73%				
Brazilian pepper	*Schinus terebinthifolia*	50	No	FAC
Seagrape	*Coccoloba uvifera*	10	Yes	
Coinvine	*Dalbergia ecastaphyllum*	8	Yes	
Coconut palm	*Cocos nucifera*	5	No	
GROUNDCOVER 7%				
Coinvine	*Dalbergia ecastaphyllum*	5	Yes	
Carrotwood	*Cupaniopsis anacardioides*	2	No	

#33 612 E4 Mangrove >75% Exotic 0.04 Acres

This shoreline wetland habitat is primarily impacted by Brazilian pepper with a few coconut palms. Sporadic mangrove also occupies the water line.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 96%				
Brazilian pepper	*Schinus terebinthifolia*	80	No	OBL
Red mangrove	*Rhizophora mangle*	10	Yes	OBL
White mangrove	*Laguncularia racemosa*	2	Yes	OBL
Coinvine	*Dalbergia ecastaphyllum*	2	Yes	
Pond apple	*Annona glabra*	2	Yes	OBL
GROUNDCOVER 0%				

#34 612 E3 Mangrove 50-75% Exotic 0.04 Acres

Habitat 34 has less Brazilian pepper than area #33 and more mangrove coverage. It also has some midstory sized coconut palms which have drifted in and rooted.

CANOPY 10%		**% Cover**	**Native**	**Status**
Red mangrove	*Rhizophora mangle*	10		
MIDSTORY 83%				
Brazilian pepper	*Schinus terebinthifolia*	45	No	OBL
Red mangrove	*Rhizophora mangle*	15	Yes	OBL
White mangrove	*Laguncularia racemosa*	8	Yes	OBL
Coinvine	*Dalbergia ecastaphyllum*	5	Yes	
Pond apple	*Annona glabra*	5	Yes	OBL
Coconut palm	*Cocos nucifera*	5	No	
GROUNDCOVER 8%				
Red mangrove	*Rhizophora mangle*	5	Yes	OBL
White mangrove	*Laguncularia racemosa*	3	Yes	OBL

#35 612 E1 Mangrove 0-25% Exotic 0.08 Acres

This northern-most mangrove habitat has considerably less exotic plant material but is also more open in nature.

CANOPY 0%	**% Cover**	**Native**	**Status**

MIDSTORY 55%				
Red mangrove	*Rhizophora mangle*	25	Yes	OBL
Brazilian pepper	*Schinus terebinthifolia*	20	No	OBL
White mangrove	*Laguncularia racemosa*	12	Yes	OBL
Pond apple	*Annona glabra*	3	Yes	OBL
GROUNDCOVER 3%				
Red mangrove	*Rhizophora mangle*	3	Yes	OBL

3.4 Tree Protection Information

Pursuant to 5.05.01 in the Land Development Code (LDC) a tree survey was completed referencing the species found in the City of Stuart Tree List and the City of Stuart Flowering Tree List. A tree survey map is included as Exhibit 8 with species and sizes. There are no identified champion trees associated with this property according to the Florida Department of Agriculture Champion Tree Catalog for Martin County. The only tree identified in Stuart as Champion is a black mangrove off of SE MacArthur Boulevard.

According to the Stuart City Tree List there were three Specimen Trees located onsite, and they are identified as follows:

Table 2: Specimen Trees- Stuart Tree List

Common Name- Scientific Name	DBH In.
Live Oak- Quercus virginiana	23.3
Gumbo limbo- Bursera simaruba	5.5
Banyan tree- Ficus benghalensis	360.0

In addition to the specimen trees were three Wild banyan trees, which are native but not on the local tree list for preservation. They are identified as follows on the tree survey map.

Table 3: Native Specimen Trees / Not Listed by Stuart

Common Name- Scientific Name	DBH In.
Wild banyan- Ficus citrifolia	133.2
Wild banyan- Ficus citrifolia	115.2
Wild banyan- Ficus citrifolia	46.0

4.0 WETLANDS AND OTHER SURFACE WATERS

The shoreline of the site would be classified as wetland with mangrove interspersed with exotic plant species and tropical hardwoods. Much of the habitat classified as hydric is above mean-high-water, but the soils and/or vegetation composition would qualify for state jurisdiction and potentially federally jurisdiction. (Refer to Exhibits 3 – 6.)

Vegetated wetland habitats are identified in Table 4 below.

Table 4: Wetland and Other Water Habitats

ID#	FLUCCS	Description	Acreage
5	426H E3	TROPICAL HARDWOOD 50-75% EX. HYDRIC	0.05
6	612 E2	MANGROVE 25-50% EXOTIC	0.003
8	426 H	SEAGRAPE- HYDRIC	0.01
11	426H E4	TROPICAL HARDWOOD >75% EX. HYDRIC	0.03
14	612 E2	MANGROVE 25-50% EXOTIC	0.01
16	612 E1	MANGROVE 0-25% EXOTIC	0.03
20	612	MANGROVE SHRUB	0.001
22	642	SHORELINE PURSLANE	0.01
28	612 E3	MANGROVE 50-75% EXOTIC	0.001
33	612 E4	MANGROVE >75% EXOTIC	0.04
34	612 E3	MANGROVE 50-75% EXOTIC	0.04
35	612 E2	MANGROVE 25-50% EXOTIC	0.08
36	540	BAYS & ESTUARIES	7.50
		TOTAL	11.10
		TOTAL WETLAND	0.31
		BAYS & ESTUARY WATERS	7.50

Habitats 5 through 28 will be either temporarily or permanently impacted by shoreline stabilization work or public boardwalk. Habitats 33 through 35 will be permanently enhanced and preserved. Wetland impacts and mitigation provided to offset those impacts will be permitted with the State and Army Corps of Engineers.

5.0 WILDLIFE EVALUATION

Listed species that could be expected to utilize the site by habitat type according to literature are found below in Table 5.

Table 5: Potential for Listed Species by Habitat Type and Location

Common Name	Scientific Name	Status
Burrowing owl	*Athene cunicularia*	ST
Florida sandhill crane	*Grus canadensis*	ST
Red-cockaded woodpecker	*Picoides borealis*	FE
Florida scrub-jay	*Aphelocoma coerulescens*	FT
Everglades snail kite	*Rostrhamus sociabilis plumbeus*	FE
Little blue heron	*Egretta caerulea*	ST
Tricolored heron	*Egretta tricolor*	ST
Roseate spoonbill	*Platalea ajaja*	ST
Wood stork	*Mycteria americana*	FT
American oystercatcher	*Haematopus palliates*	ST
Black skimmer	*Rynchops niger*	ST
Least tern	*Sternula antillarum*	ST
West Indian manatee	*Trichechus manatus*	FT
Florida pine snake	*Pituophis melanoleucus mugitus*	ST
American crocodile	*Crocodylus acutus*	FT
American alligator	*Alligator mississippiensis*	SA
Eastern indigo snake	*Drymarchon couperi*	FT
Gopher tortoise	*Gopherus polyphemus*	ST
Smalltooth sawfish	*Pristis pectinata*	FE
Golden leather fern	*Acrostichum aureum*	ST
Hand fern	*Cheiroglossa palmata*	SE
Redberry stopper	*Eugenia confuse*	SE
Coastal vervain	*Glandularia maritima*	SE
Banded wild pine	*Tillandsia flexuosa*	ST

A listed species survey has been conducted on the site (please reference Listed Species Survey- Appendix I). Wildlife species identified onsite included those listed below in Table 6. No Protected Species were observed utilizing the site.

Table 6: Species Identified Onsite

Common Name	**Scientific Name**
Black-bellied whistling duck (audible)	*Dendrocygna autumnalis*
Mallard	*Anas platyrhynchos*
Black vulture*	*Coragyps atratus*
American white ibis	*Eudocimus albus*
Pileated woodpecker	*Dryocopus pileatus*
Killdeer (pair and 1 chick)	*Charadrius vociferus*
Crow (audible)	
Osprey*	*Pandion haliaetus*
Bird remains (unidentified on the water line)	
Black racer	*Coluber constrictor*
Eastern fence lizard	*Sceloporus undulatus*
Knight anole°	*Anolis equestris*
Red-headed Agama lizard°	*Agama agama*
Green iguana° (and burrow)	*Iguana iguana*
Eastern cottontail	*Sylvilagus floridanus*

*Flying overhead, **Listed Species, °Exotic Species

6.0 PRESERVE AND BUFFER EVALUATION

Native habitat has been identified as areas with less than 75% exotic plant cover for the purposes of this report. These onsite habitats total 0.67 acres. With 11.10 total project acres only 6% of the site qualifies as native habitat. According to 5.04.00 of the Stuart Land Development Code all of the native habitat should be retained since less than 25% of the site is native vegetation. The already developed portion of the site contains a ring of native vegetation along the shoreline and then an undeveloped 0.54-acre area to the north which will not be impacted. This southern narrow vegetative fringe makes preservation impossible with needed shoreline stabilization; native preservation has been limited to the north parcel.

As identified below 57% of the native upland habitat will be preserved in perpetuity which meets the Martin County LDC requirement identified in Section 4.33 for 25% retention of native upland habitat onsite. In total 75% of the native habitat onsite will be preserved in perpetuity.

Table 7: Native Habitats and Preserved Acreage

ID#	FLUCCS	Description	Acreage	Preserved
4	426 E1	TROPICAL HARDWOOD 0-25% EXOTIC	0.04	*0.00*
5	426H E3	TROPICAL HARDWOOD 50-75% EX. HYDRIC	0.05	*0.00*
6	612 E2	MANGROVE 25-50% EXOTIC	0.003	*0.00*
8	426 H	SEAGRAPE- HYDRIC	0.01	*0.00*
14	612 E2	MANGROVE 25-50% EXOTIC	0.01	*0.00*
15	428 E2	TROPICAL HARDWOOD 25-50% EXOTIC	0.01	*0.00*
16	612 E1	MANGROVE 0-25% EXOTIC	0.03	*0.00*
17	428 E3	CABBAGE PALM 50-75% EXOTIC	0.004	*0.00*
20	612	MANGROVE SHRUB	0.001	*0.00*
22	642	SHORELINE PURSLANE	0.01	*0.00*
28	612 E3	MANGROVE 50-75% EXOTIC	0.001	*0.00*
31	428	CABBAGE PALM	0.15	0.15
32	426 E3	TROPICAL HARDWOOD 50-75% EXOTIC	0.23	0.23
33	612 E4	MANGROVE >75% EXOTIC	0.00	0.04
34	612 E3	MANGROVE 50-75% EXOTIC	0.04	0.04
35	612 E2	MANGROVE 25-50% EXOTIC	0.08	0.08
		TOTAL	**0.67**	**0.71**
		TOTAL UPLAND	**0.43**	**0.38 Ac/ 57%**
		TOTAL WETLAND	**0.24**	**0.20 Ac/ 30%**

With required public boardwalks, parking and retaining walls around the site there are no native habitat buffers on the southern development site. The north site will provide 0.54 acres of native preserve which will be enhanced through exotic removal and native plantings. (Please refer to Preserve Area Protection Plan Appendix II.)

Non-native habitat is identified in Table 8 below. As previously mentioned vegetative areas with greater than 75% exotic plant cover are denoted as non-native habitat.

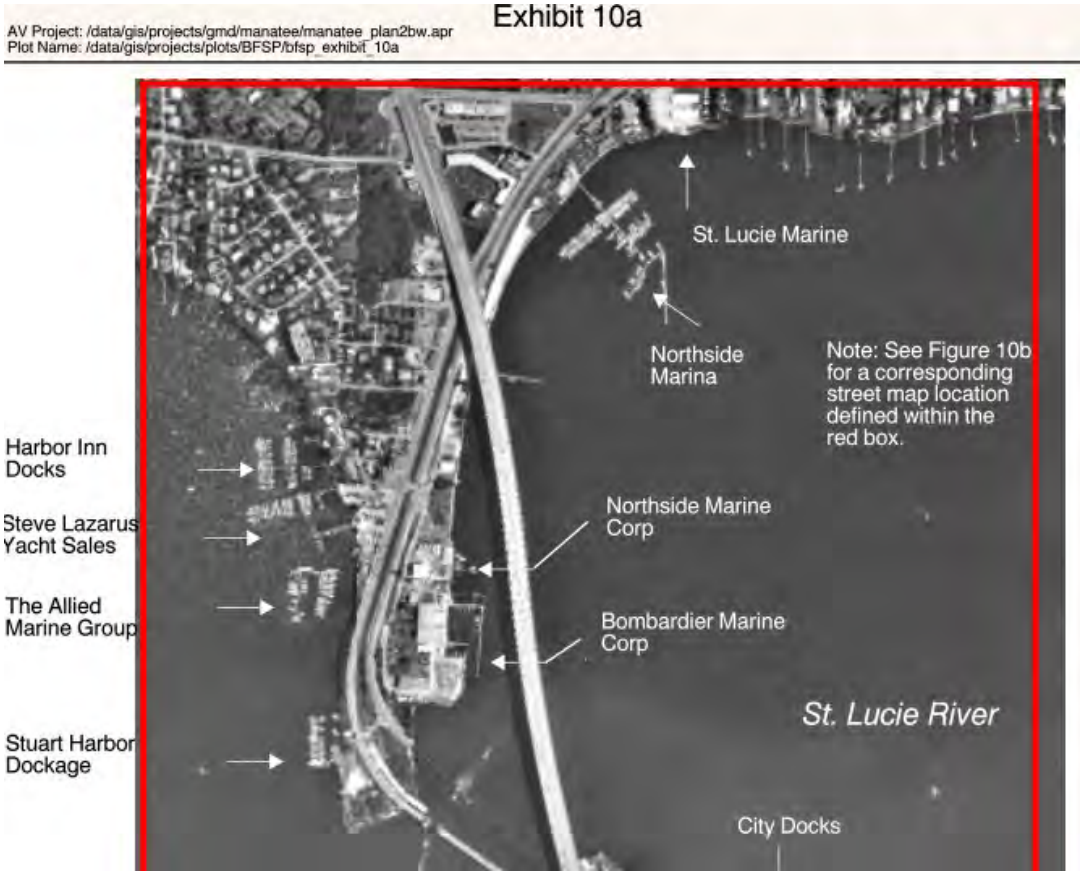
Table 8: Areas Identified as Non-Native Habitat

ID#	FLUCCS	Description	Acreage
1	740	CLEARED AND FILLED LAND	1.95
2	428 E4	CABBAGE PALM >75% EXOTIC	0.08
3	428D	DISTURBED CABBAGE PALM	0.24
7	710	BEACH-OTHER THAN SWIMMING	0.01
9	710	BEACH-OTHER THAN SWIMMING	0.005
10	426 E4	TROPICAL HARDWOOD >75% EXOTIC	0.11
11	426H E4	TROPICAL HARDWOOD >75% EX. HYDRIC	0.03
12	740H	CONCRETE PILE BARGE LANDING	0.01
13	428 E4	TROPICAL HARDWOOD >75% EXOTIC	0.01
18	427	AUSTRALIAN PINE	0.01
19	184	BOAT RAMP	0.01
21	710	BEACH-OTHER THAN SWIMMING	0.06
23	710	BEACH-OTHER THAN SWIMMING	0.04
24	428 E4	CABBAGE PALM >75% EXOTIC	0.07
25	140	COMMERCIAL AND SERVICES	0.10
26	322 E4	COASTAL SCRUB >75% EXOTIC	0.03
27	740	DISTURBED- MOWED	0.10
29	422	BRAZILIAN PEPPER	0.003
30	830	CITY DRAINAGE OUTFALL	0.04
33	612 E4	MANGROVE >75% EXOTIC	0.04
		TOTAL	**2.95**
		TOTAL UPLAND	**2.71**
		TOTAL WETLAND	**0.08**
		DRAINAGE OUTFALL	**0.04**
		BEACHES OTHER THAN SWIMMING	**0.11**

7.0 MARINA SITING ANALYSIS

In the Martin County Manatee Protection Plan, Exhibits 6 and 10a, this project site, identified as Stuart Harbor Dockage, was specifically designated as a Preferred Site (see Figure 1). Since the site was designated for future marina expansion, no further siting analysis has been provided.

Figure 1: Martin County MPP Preferred Site Exhibit 10a



8.0 HISTORICAL/ ARCHAEOLOGICAL RESOURCES

According to the State Division of Historical Resources (DHR) a cultural resource site MT00372 (also known as 8MT372) is located on this site in the middle of the historically used and currently cleared area. An archaeological survey was conducted in 1995 finding sherds of pottery along the eroding shoreline. Since this finding was documented 35 years earlier and many upland changes have occurred to that site since, the applicant retained Archaeological & Historical Conservancy, Inc. to perform a new Phase I survey of the site in June of 2025. Of 20 shovel tests, two returned positive findings of oyster shell but fill impacted their ability to dig in certain other locations. They provided a recommendation that an archaeologist be present onsite for ground disturbing/ excavation work. This report is being coordinated with the DHR, and those recommendations will likely be a state permit special condition.

Figure 2: DHR Cultural Roster Map



9.0 CREDENTIALS

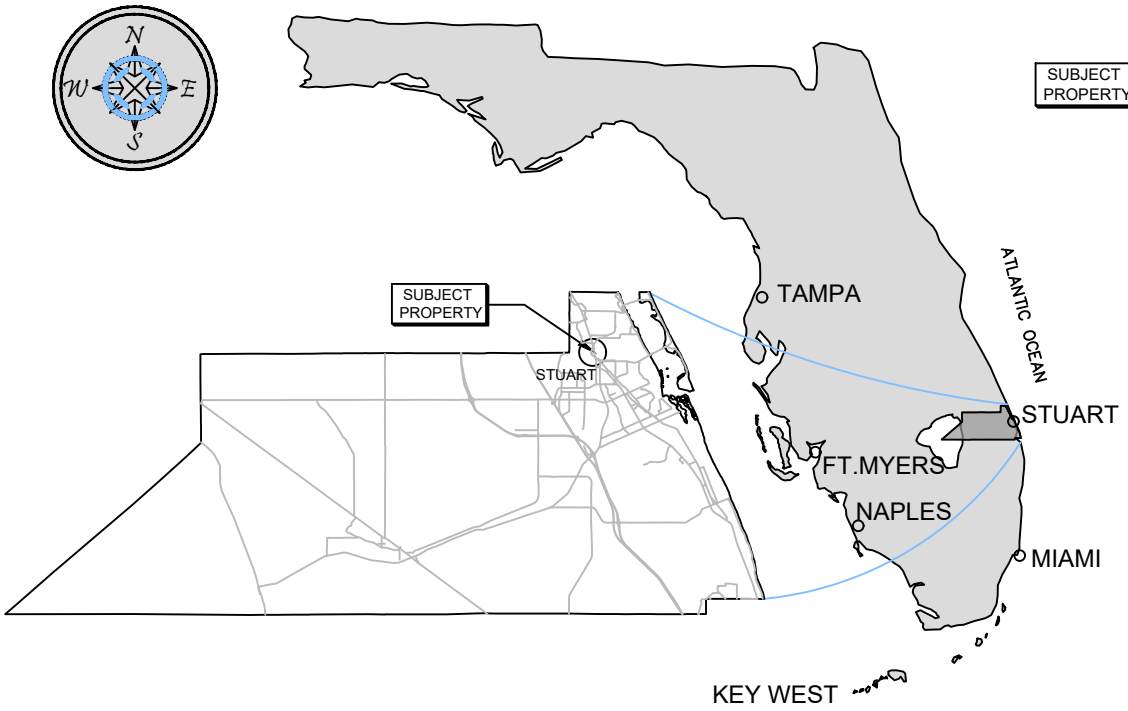
Fieldwork and preceding documentation contained within this Environmental Supplement for the Lighthouse Point Marina project was completed by Marielle Nageon de Lestang of Turrell, Hall & Associates, Inc. at 3584 Exchange Avenue, Naples, Florida, 34104.

Marielle received a Bachelor of Science degree from Alabama A&M University in Environmental Science and has been a Biologist with Turrell, Hall & Associates since 1997 performing work throughout Florida and the Caribbean.

EXHIBIT 1
LOCATION MAP

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg LOCATION MAP 8/6/2025

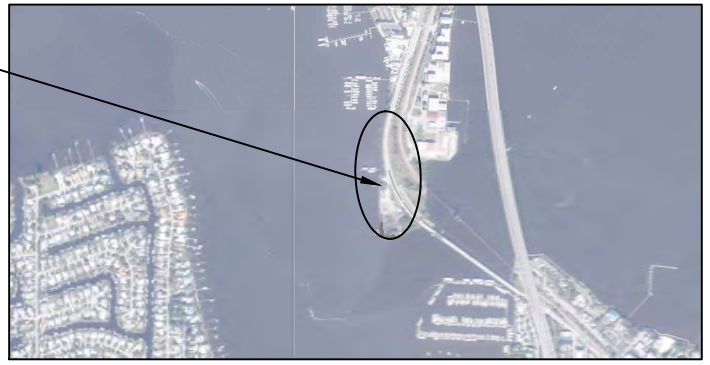
STATE OF FLORIDA



MARTIN COUNTY



VICINITY MAP



COUNTY AERIAL

SITE ADDRESS:
<> 54 NW DIXIE HWY
STUART, FL 34994

<> LATITUDE: N 27.204913
<> LONGITUDE: W -80.262464

NOTES:
<> THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

Turrell, Hall & Associates, Inc.
Marine & Environmental Consulting
3584 Exchange Ave. Naples, FL 34104-3732
Email: tuna@thanaples.com Phone: (239) 643-0166 Fax: (239) 643-6632

CAPRI HARBOR STUART

LOCATION MAP

RY NO. 5875

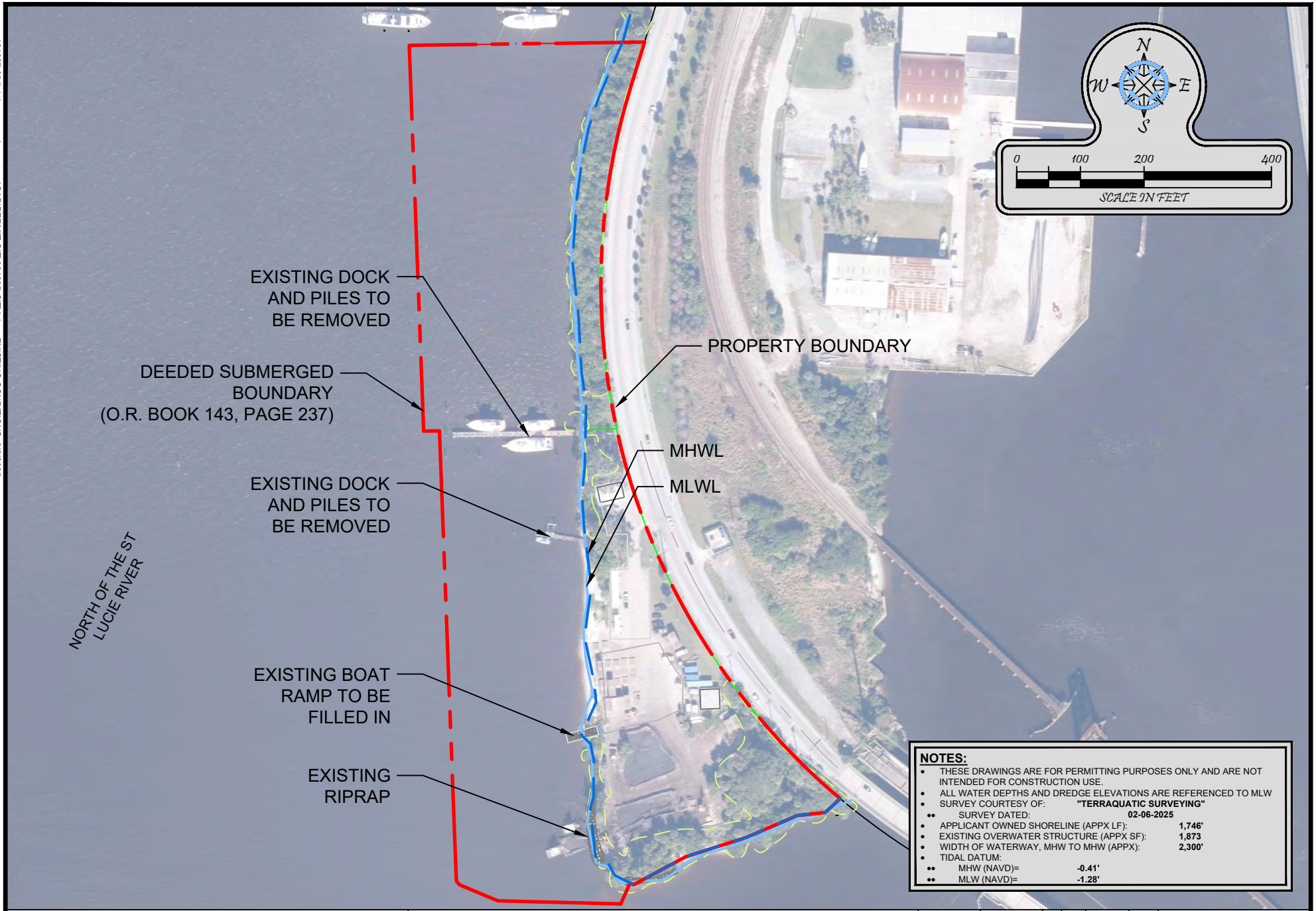
THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

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DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	01 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

EXHIBIT 2
EXISTING CONDITIONS
AERIAL

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg EXISTING CONDITIONS 8/6/2025



NOTES:

- THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.
- ALL WATER DEPTHS AND DREDGE ELEVATIONS ARE REFERENCED TO MLW
- SURVEY COURTESY OF: **"TERRAQUATIC SURVEYING"**
  - SURVEY DATED: **02-06-2025**
- APPLICANT OWNED SHORELINE (APPX LF): **1,746'**
- EXISTING OVERWATER STRUCTURE (APPX SF): **1,873**
- WIDTH OF WATERWAY, MHW TO MHW (APPX): **2,300'**
- TIDAL DATUM:
  - MHW (NAVD)= **-0.41'**
  - MLW (NAVD)= **-1.28'**

Turrell, Hall & Associates, Inc.
Marine & Environmental Consulting
3584 Exchange Ave. Naples, FL 34104-3732
Email: tuna@thanaples.com Phone: (239) 643-0166 Fax: (239) 643-6632

CAPRI HARBOR STUART

EXISTING CONDITIONS

RY NO. 5875

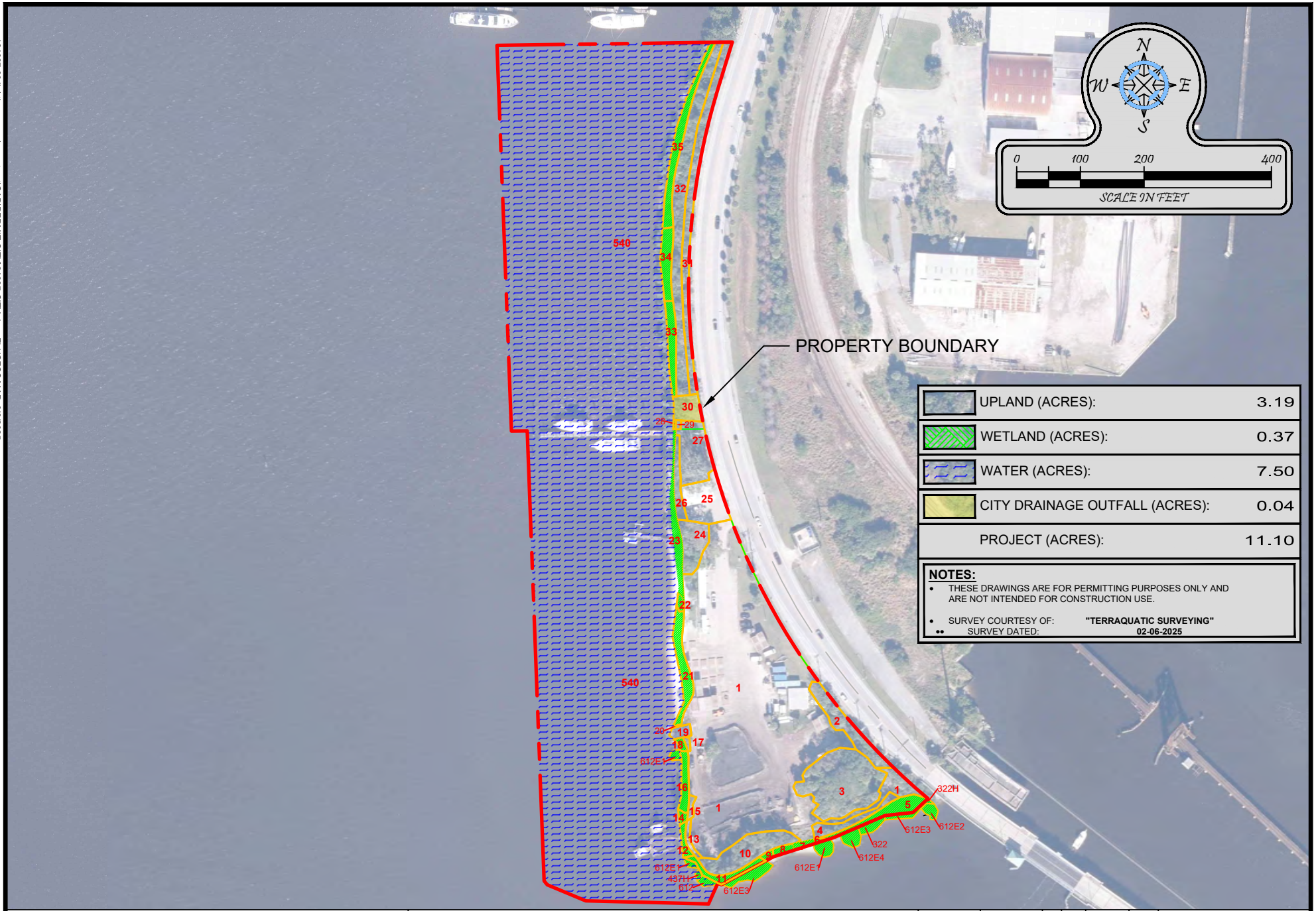
THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

		REV#	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	09 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

EXHIBIT 3
FLUCFCS MAP

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg FLUCFCS MAP 8/6/2025



UPLAND (ACRES):	3.19
WETLAND (ACRES):	0.37
WATER (ACRES):	7.50
CITY DRAINAGE OUTFALL (ACRES):	0.04
PROJECT (ACRES):	11.10

NOTES:

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- SURVEY COURTESY OF: **"TERRAQUATIC SURVEYING"**
- SURVEY DATED: **02-06-2025**

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CAPRI HARBOR STUART

FLUCFCS MAP

RY NO. 5875

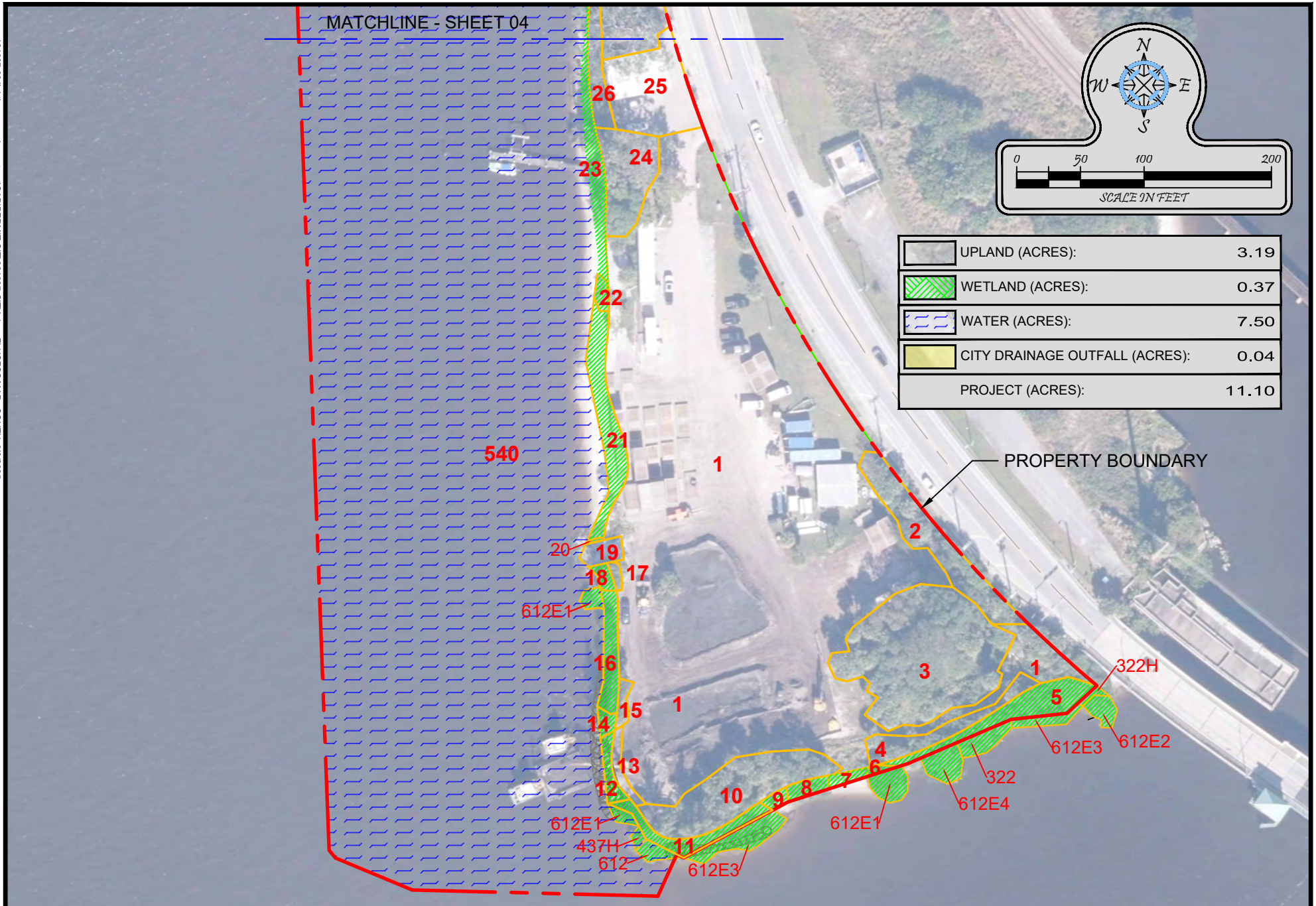
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		REV#:	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	02 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

EXHIBIT 4
FLUCFCS MAP- SOUTH

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg FLUCFCS MAP - SOUTH 8/6/2025



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CAPRI HARBOR STUART

FLUCFCS MAP - SOUTH

RY NO. 5875

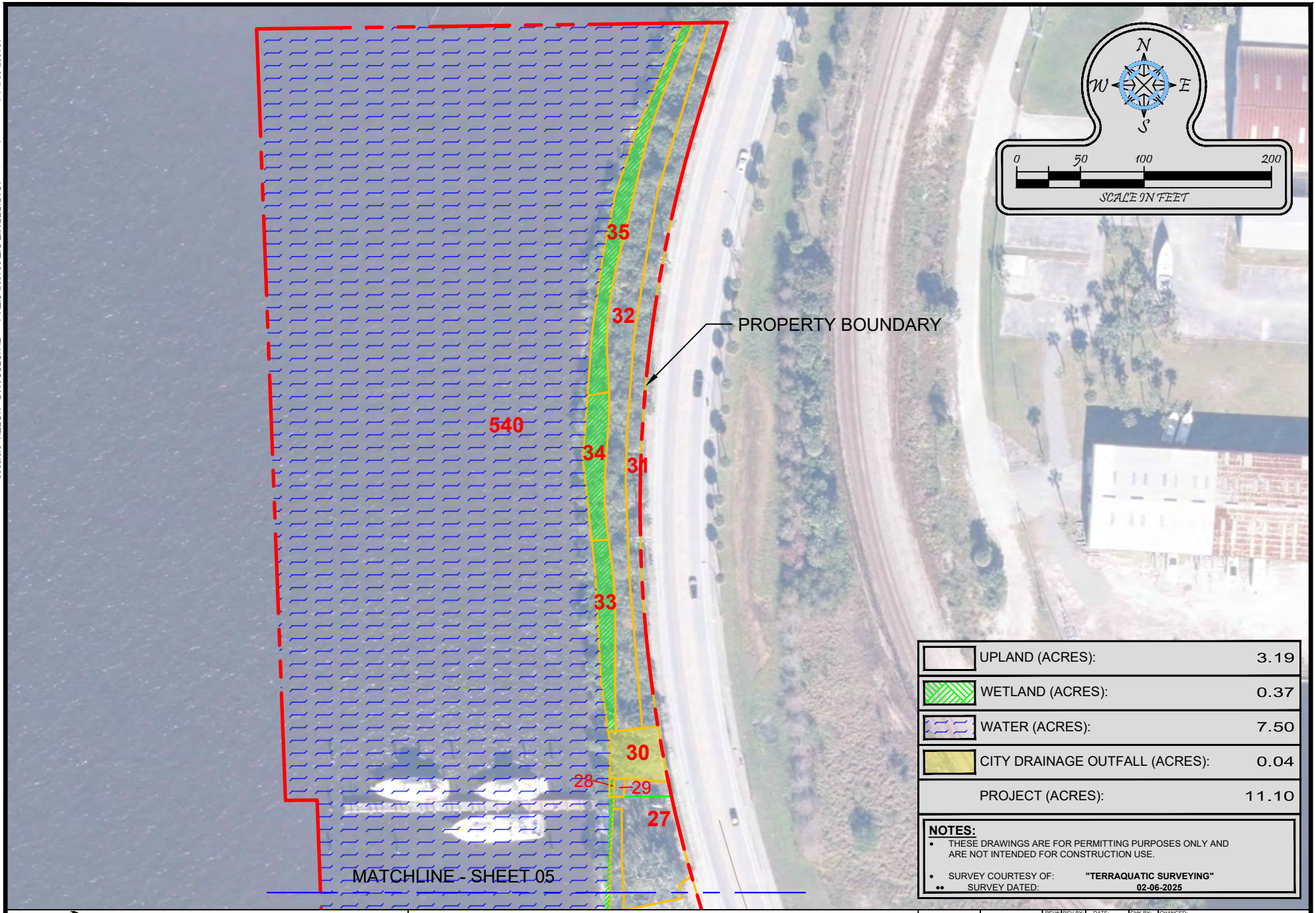
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		REV#	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	03 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

EXHIBIT 5
FLUCFCS MAP- NORTH

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg FLUCFCS MAP - NORTH 8/6/2025



	UPLAND (ACRES):	3.19
	WETLAND (ACRES):	0.37
	WATER (ACRES):	7.50
	CITY DRAINAGE OUTFALL (ACRES):	0.04
	PROJECT (ACRES):	11.10

NOTES:

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- SURVEY COURTESY OF: **"TERRAQUATIC SURVEYING"**
- SURVEY DATED: **02-06-2025**

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CAPRI HARBOR STUART

FLUCFCS MAP - NORTH

RY NO. 5875

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		REV#	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	04 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

EXHIBIT 6
FLUCFCS TABLE

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg FLUCFCS TABLE 8/6/2025

#	FLUCFCS	DESCRIPTION	ACRES
1	740	CLEARED AND FILLED LAND	1.95
2	428 E4	CABBAGE PALM >75% EXOTIC	0.08
3	428D	DISTURBED CABBAGE PALM	0.24
4	426 E2	TROPICAL HARDWOOD 25-50% EXOTIC	0.04
5	426H E3	TROPICAL HARDWOOD 50-75% EX. HYDRIC	0.05
6	612 E3	MANGROVE 50-75% EXOTIC	0.003
7	710	BEACH-OTHER THAN SWIMMING	0.01
8	426H	SEAGRAPE- HYDRIC	0.01
9	710	BEACH-OTHER THAN SWIMMING	0.005
10	426 E3	TROPICAL HARDWOOD 50-75% EXOTIC	0.11
11	437H	AUSTRALIAN PINE HYDRIC	0.03
12	740H	CONCRETE PILE BARGE LANDING	0.01
13	428 E3	CABBAGE PALM 50-75% EXOTIC	0.01
14	612 E1	MANGROVE 0-25% EXOTIC	0.01
15	428 E1	CABBAGE PALM 0-25% EXOTIC	0.01
16	612	MANGROVE	0.03
17	428 E3	CABBAGE PALM 50-75% EXOTIC	0.004
18	437H	AUSTRALIAN PINE HYDRIC	0.01
19	184	BOAT RAMP	0.01
20	612	MANGROVE SHRUB	0.001
21	710	BEACH-OTHER THAN SWIMMING	0.06
22	642	SALTWATER MARSH	0.01
23	710	BEACH-OTHER THAN SWIMMING	0.04
24	428 E4	CABBAGE PALM >75% EXOTIC	0.07
25	140	COMMERCIAL AND SERVICES	0.10
26	322 E4	COASTAL SCRUB >75% EXOTIC	0.03
27	740	DISTURBED- MOWED	0.10
28	612 E2	MANGROVE 25-50% EXOTIC	0.001
29	422	BRAZILIAN PEPPER	0.003
30	830	CITY DRAINAGE OUTFALL	0.04
31	428	CABBAGE PALM	0.15
32	426 E3	TROPICAL HARDWOOD 50-75% EXOTIC	0.23
33	612 E4	MANGROVE >75% EXOTIC	0.04
34	612 E3	MANGROVE 50-75% EXOTIC	0.04
35	612 E1	MANGROVE 0-25% EXOTIC	0.08
36	540	BAYS AND ESTUARIES	7.50
		TOTAL	**11.10**
		TOTAL WETLAND	**0.31**
		TOTAL UPLAND	**3.14**
		TOTAL WATER	**7.50**
		BEACH-OTHER THAN SWIMMING	**0.11**
		CITY DRAINAGE OUTFALL	**0.04**

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CAPRI HARBOR STUART

FLUCFCS TABLE

RY NO. 5875

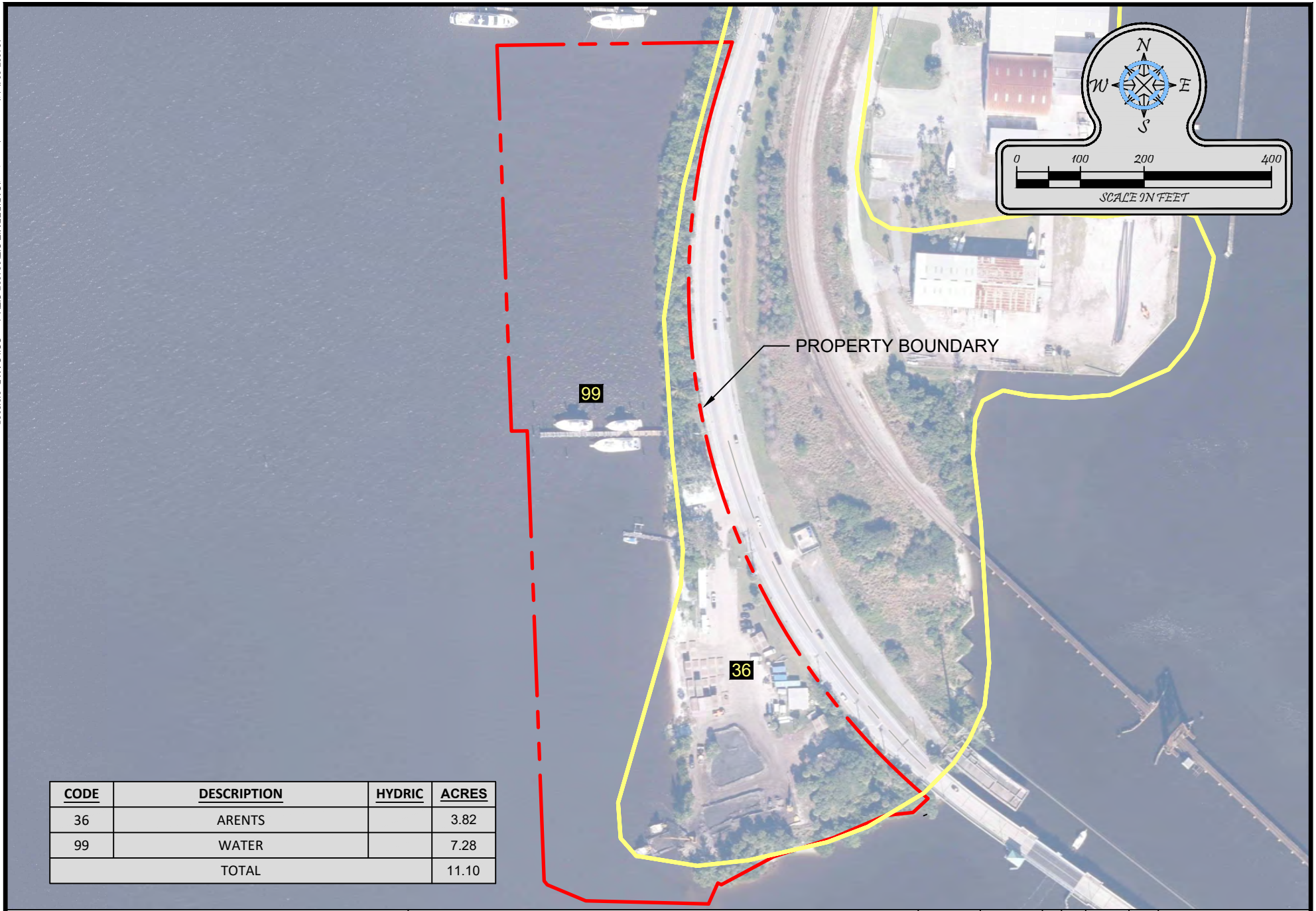
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DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	05 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

EXHIBIT 7
SOILS MAP

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg SOILS MAP 8/6/2025



CODE	DESCRIPTION	HYDRIC	ACRES
36	ARENTS		3.82
99	WATER		7.28
TOTAL			11.10

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CAPRI HARBOR STUART

SOILS MAP

RY NO. 5875

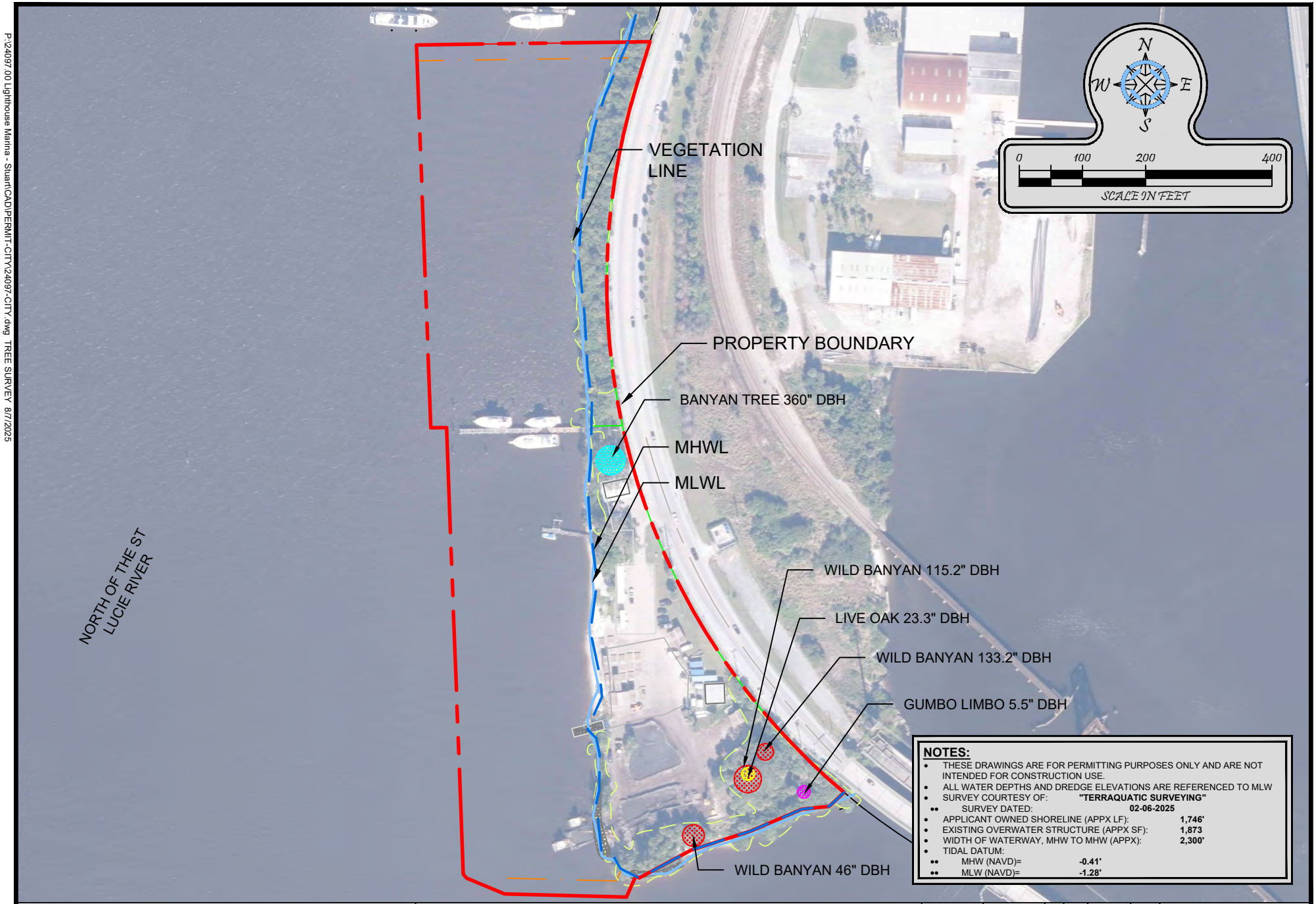
THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

		REV#	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	06 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

EXHIBIT 8
TREE SURVEY

P:\24097.00 Lighthouse Marina - Stuart\CAD\PERMIT-CITY\24097-CITY.dwg TREE SURVEY 8/7/2025



NOTES:

- THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.
- ALL WATER DEPTHS AND DREDGE ELEVATIONS ARE REFERENCED TO MLW
- SURVEY COURTESY OF: **"TERRAQUATIC SURVEYING"**
  - SURVEY DATED: **02-06-2025**
- APPLICANT OWNED SHORELINE (APPX LF): **1,746'**
- EXISTING OVERWATER STRUCTURE (APPX SF): **1,873**
- WIDTH OF WATERWAY, MHW TO MHW (APPX): **2,300'**
- TIDAL DATUM:
  - MHW (NAVD)= **-0.41'**
  - MLW (NAVD)= **-1.28'**

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CAPRI HARBOR STUART

TREE SURVEY

RY NO. 5875

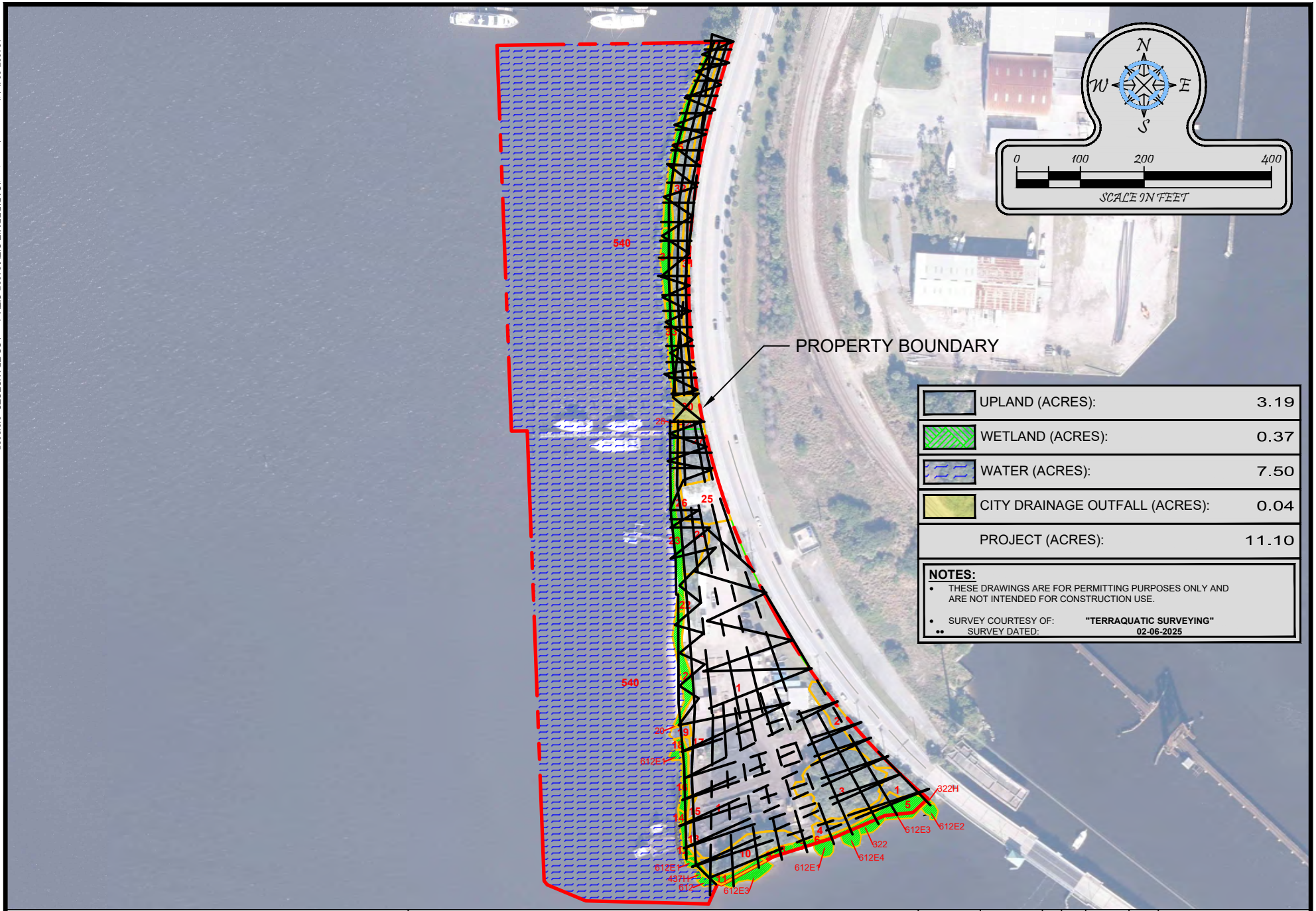
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		REV#	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	07 OF 09	5.	-	-	-	-

SECTION-32,05 TOWNSHIP-37S RANGE-41E

EXHIBIT 9
LISTED SPECIES TRANSECTS

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg LSS TRANSECTS 8/6/2025



UPLAND (ACRES):	3.19
WETLAND (ACRES):	0.37
WATER (ACRES):	7.50
CITY DRAINAGE OUTFALL (ACRES):	0.04
PROJECT (ACRES):	11.10

NOTES:

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- SURVEY DATED: **02-06-2025**

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CAPRI HARBOR STUART

LISTED SPECIES TRANSECTS

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RY NO. 5875

		REV#:	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	08 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

APPENDIX I
LISTED SPECIES SURVEY

LISTED SPECIES REPORT

CAPRI HARBOR STUART

54 SW DIXIE HIGHWAY
STUART, FL 34994

APRIL 14, 2025

Prepared by:

TURRELL, HALL & ASSOCIATES, INC.
Marine & Environmental Consulting
PHONE: 239-643-0166 WWW.THANAPLES.COM

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2 Methodology 2
3 Preliminary Research 3
4 Existing Conditions 5
5 Results 7
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5.2 Species Observed Onsite 7
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1 INTRODUCTION

Turrell, Hall & Associates, Inc. (THA) has conducted a listed species survey at 54 SW Dixie Highway in Stuart, Florida located within Section 5 & 30, Township 38 S, Range 41 E, Martin County. The south 6.80-acre parcel can be identified by Parcel Id 05-38-41-000-000-00040-5 and the north 0.49-acre site can be identified by Parcl Id 32-37-41-004-000-00030-9. The intent of this report is to provide a summary of wildlife observations on the property and to consider potential effects of the proposed project on any local, state, or federal listed species that may utilize the property for feeding, foraging, or nesting.

2 METHODOLOGY

Prior to any wildlife survey, careful consideration is given to the habitat type/s in question and species that are known to utilize such areas. Before any survey is carried out a number of publications and references are consulted. These include: The Official List of Florida's Endangered Species, Threatened Species and Species of Special Concern (latest dated December 2022) Florida Fish and Wildlife Conservation Commission (FWCC) Wildlife Methodology Guidelines, The Standardized State-Listed Animal Survey Procedures for SFWMD ERP Projects, the Florida Natural Areas Inventory (FNAI), and Martin County aerial photography.

The basic objective of any wildlife survey is to obtain evidence that wildlife species are utilizing the subject site. The site may comprise a primary or secondary feeding/foraging or nesting zone or merely be adjacent to those sites for a particular listed species. As many species of concern in Florida are cryptic/camouflaged and/or nocturnal/crepuscular, patience and sufficient time must be devoted to the survey.

Aerial photos and the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) mapping of the site and surrounding area were consulted before arriving on-site and after thorough consideration of the existing habitats a potential list of species that could be found on-site was developed. The required survey procedure for each species was then followed to determine if any listed species utilized the subject property.

A system of linear transects was followed throughout the subject area in the early morning, afternoon, and dusk hours allowing for the proper protocols for surveying wading birds, gopher tortoises, and other anticipated or potential species which could occur on the project lands. Qualified THA biologists traversed the entire site in a series of linear transects spaced approximately 50 to 100 feet apart. Much of the site is now open space, which is periodically mown, which allowed for open visibility during most of the surveying effort. Where the site was not mown and the canopy was dense, transects were spaced closer together.

A visual inspection of trees was also conducted to search for nests and cavities which could provide roosting habitat. Evidence of protected plants was also searched for along transect lines. Indirect evidence such as rooting, scrape marks, nests, cavities, burrows, tracks, and scat were looked for and noted. Located cavity or nest trees are marked with a GPS for further investigation prior to clearing and the approximate sighting location of any listed species are also noted on the survey aerial.

3 PRELIMINARY RESEARCH

Prior to field investigations, aerial photos (historical and present) and soil maps were reviewed to identify the various vegetation associations potentially present on and adjacent to the project area. Various publications and databases were reviewed to determine listed plant and wildlife species which could occur and those that had been previously documented on or near the project site as well as to gather information concerning listed species.

Based on the identification of habitat types, knowledge of the project area, contacts with other consultants and review of publications and databases, a preliminary list of protected plant and animal species with the potential to occur within or near the project area was determined.

As used herein, the term "listed animal species" refers to those animals listed as endangered or threatened by the U.S. Fish and Wildlife Service (FWS) or the Florida Fish and Wildlife Conservation Commission (FWC) as well as those animal species listed as species of special concern by the FWC. THA's wildlife/listed species surveys were supplemented by research concerning listed species. The following subsections document these efforts and the results of these efforts, and a list of listed species that could potentially utilize the subject property can be found below in Table 1.

Table 1: Potential Threatened and Endangered Species

Common Name	Scientific Name	Status
Burrowing owl	*Athene cunicularia*	ST
Florida sandhill crane	*Grus canadensis*	ST
Red-cockaded woodpecker	*Picoides borealis*	FE
Florida scrub-jay	*Aphelocoma coerulescens*	FT
Everglades snail kite	*Rostrhamus sociabilis plumbeus*	FE
Little blue heron	*Egretta caerulea*	ST
Tricolored heron	*Egretta tricolor*	ST
Roseate spoonbill	*Platalea ajaja*	ST
Wood stork	*Mycteria americana*	FT
American oystercatcher	*Haematopus palliates*	ST
Black skimmer	*Rynchops niger*	ST
Least tern	*Sternula antillarum*	ST
West Indian manatee	*Trichechus manatus*	FT
Florida pine snake	*Pituophis melanoleucus mugitus*	ST
American crocodile	*Crocodylus acutus*	FT
American alligator	*Alligator mississippiensis*	SA
Eastern indigo snake	*Drymarchon couperi*	FT
Gopher tortoise	*Gopherus polyphemus*	ST
Smalltooth sawfish	*Pristis pectinata*	FE

Golden leather fern	*Acrostichum aureum*	ST
Hand fern	*Cheiroglossa palmata*	SE
Redberry stopper	*Eugenia confuse*	SE
Coastal vervain	*Glandularia maritima*	SE
Banded wild pine	*Tillandsia flexuosa*	ST

FE = Federally Endangered FT = Federally Threatened ST = State Threatened
SA = Similar in Appearance

4 EXISTING CONDITIONS

The southern 6.8-acre parcel (05-38-41-000-000-000-00040-5) is open disturbed land which has been cleared, filled and maintained for decades. A business is located in a small building onsite, as well as a storage barn. Remnants of a boat ramp and barge loading area line the west shoreline. Mangroves have recruited to midstory/sub-canopy levels in various locations along the south site shoreline, intermixed with Brazilian pepper, Australian pine and Coinvine. North of the small business is a slender 0.49-acre parcel (32-37-41-004-000-00030-9) strip extending approximately 0.1 miles along Northwest Dixie Highway and the adjacent water due west. This 0.49- acre strip of land is comprised of three habitats: Mangrove shoreline, Tropical Hardwood (50-75% exotic) and Cabbage palm along the uppermost street side.

The Florida Land Use, Cover, and Forms Classification System (FLUCFCS) manual was used to classify all of the vegetative communities occurring within the site boundaries. The attached FLUCFCS exhibit on Sheet 2 shows the subject property, its vegetative cover, and depicts the approximate limits of the wetland and upland areas. On this site wetland habitat is limited to shoreline areas only. A general description is provided below in Table 2 along with any site-specific nuances that may be relevant to the assessment.

Table 2: FLUCFCS Codes and Descriptions of Community Types

#	FLUCFCS	DESCRIPTION	ACRES
1	740	CLEARED AND FILLED LAND	1.95
2	428E4	CABBAGE PALM >75% EXOTIC	0.08
3	428D	DISTURBED CABBAGE PALM	0.24
4	426E2	TROPICAL HARDWOOD 25-50% EXOTIC	0.04
5	426E3H	TROPICAL HARDWOOD 50-75% EX. HYDRIC	0.05
6	612E2	MANGROVE 25-50% EXOTIC	0.003
7	710	BEACH-OTHER THAN SWIMMING	0.006
8	426H	SEAGRAPE- HYDRIC	0.009
9	710	BEACH-OTHER THAN SWIMMING	0.005
10	426E3	TROPICAL HARDWOOD 50-75% EXOTIC	0.11
11	437H	AUSTRALIAN PINE HYDRIC	0.03
12	740H	CONCRETE PILE BARGE LANDING	0.01
13	428E2	CABBAGE PALM 25-50% EXOTIC	0.01
14	612E1	MANGROVE 0-25% EXOTIC	0.007
15	428 E1	CABBAGE PALM 0-25% EXOTIC	0.007
16	612	MANGROVE	0.03
17	428E3	CABBAGE PALM 50-75% EXOTIC	0.004
18	437H	AUSTRALIAN PINE HYDRIC	0.006
19	184	BOAT RAMP	0.01
20	612	MANGROVE SHRUB	0.001

21	710	BEACH-OTHER THAN SWIMMING	0.06
22	642	SALTWATER MARSH	0.006
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24	428E4	CABBAGE PALM >75% EXOTIC	0.07
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33	612E4	MANGROVE >75% EXOTIC	0.04
34	612E3	MANGROVE 50-75% EXOTIC	0.04
35	612E1	MANGROVE 0-25% EXOTIC	0.08
36	540	BAYS AND ESTUARIES	7.50
		TOTAL	**11.10**
		TOTAL WETLAND	**0.37**
		TOTAL UPLAND	**3.19**
		TOTAL WATER	**7.50**
		CITY DRAINAGE OUTFALL	**0.04**

5 RESULTS

5.1 SURVEY INFORMATION

The site was surveyed for listed species by two (2) biologists: Jeff Rogers, Principal Biologist with Turrell, Hall & Associates (THA) and Marielle Nageon de Lestang, Senior Biologist with THA.

Tables 3: Survey Dates, Times and Conditions

Date	Times	Temp (°F)	Ambient	Winds (mph)
9/23/24	7:45 – 9:55	80 - 85	10 – 40% Clouds	3 – 7 E
12/13/24	7:56 – 11:48	60 - 74	60% Clouds	10 – 12 NE
3/31/25	15:45 – 18:50	78 - 84	25 -50% Clouds	10 – 15 SE
4/11/25	6:50 – 12:00	61 - 81	0 – 25% Clouds	5 – 10 NW

5.2 SPECIES OBSERVED ONSITE

While surveying the subject property and adjacent land for listed species, ecologists recorded sightings and signs of non-listed wildlife in addition to the listed species (see Table 4). No listed species were identified utilizing this site.

Table 4: List of Species Observed Onsite

Common Name	Scientific Name
Black-bellied whistling duck (audible)	*Dendrocygna autumnalis*
Mallard	*Anas platyrhynchos*
Black vulture*	*Coragyps atratus*
American white ibis	*Eudocimus albus*
Pileated woodpecker	*Dryocopus pileatus*
Killdeer (pair and 1 chick)	*Charadrius vociferus*
Crow (audible)	
Osprey*	*Pandion haliaetus*
Bird remains (unidentified on the water line)	
Black racer	*Coluber constrictor*
Eastern fence lizard	*Sceloporus undulatus*
Knight anole°	*Anolis equestris*
Red-headed Agama lizard°	*Agama agama*
Green iguana° (and burrow)	*Iguana iguana*
Eastern cottontail	*Sylvilagus floridanus*

*Flying overhead, **Listed Species, °Exotic Species

6 DISCUSSION

6.1 PROPOSED PROJECT

As proposed the upland project would consist of a restaurant, parking, associated stormwater, and underground fuel tanks. Waterward of mean-high water will be a 188 wet slip commercial marina with fuel.

6.2 PROPOSED IMPACTS TO POTENTIAL AND OBSERVED LISTED SPECIES

6.2.1 Eastern indigo snake (Drymarchon couperi)

The Eastern indigo snake (*Drymarchon couperi*) is listed as threatened by FWS and FWC. Generally, this species lives and hunts in a wide variety of habitats and its territory can cover large areas. They can be associated with gopher tortoise burrows (as a commensal) and favor pine flatwoods, palmetto prairies, scrub habitats, and wetland edges as well. The habitat onsite is not ideal; however the potential still exists.

Immediately prior to construction an eastern indigo snake survey will be conducted to ensure they are not utilizing areas where large equipment will be working. Special construction guidelines for the indigo snake will have to be followed by construction personnel during all phases of work onsite.

6.2.2 Various Listed Wading Birds

Little Blue herons (*Egretta caerulea)*, tricolored herons (*Egretta tricolor)*, reddish egret (*Egretta rufescens*), roseate spoonbills (*Platalea ajaja*), and other various wading birds are likely to utilize the Mangrove Swamp community and general shoreline onsite and nearby. Impacts to the shoreline mangroves have been minimized to the greatest extent possible and new riprap proposed will offer foraging opportunities for these birds since crabs and juvenile fish inhabit the rocks.

No nests of these species have been observed within the project area. Development of the project area will result in a minor loss to onsite wetlands that could potentially be utilized by the wading birds mentioned.

6.2.3 Wood stork (Mycteria americana)

The Wood stork (Mycteria americana) is a large wading bird typically found in forested freshwater and estuarine wetlands in the southeastern United States. No wood stork nests, rookeries, or roosting sites have been found on the subject property. The closest

documented wood stork colony is located approximately 5 miles to the southeast of the site. The site is not ideal for woodstork foraging however the potential exists. Like the other wading birds mentioned above, foraging opportunities will still be present onsite for this species following construction.

6.2.4 Bald Eagle (Haliaeetus leucocephalus)

While no longer a listed species, state or federally, the bald eagle (*Haliaeetus leucocephalus*) is still protected by state rule 68A-16.002 and federal law. An eagle's nest (MT035) was reported active by Audubon 1.81 miles to the north, northeast of the site in 2025 and nest MT034, which is not identified as being monitored, is located 2.14 miles to the northeast. Bald eagle utilization of the site is possible, though none were observed during the survey.

6.2.5 Burrowing owl (Athene cunicularia)

These small owls spend most of their time on the ground and nest in underground burrows. They are brown and cream/white in color, which blends into their preferred open, grassy, treeless habitat and they are generally not more than 9 inches in height. Burrowing owls (*Athene cunicularia*) also have long yellow legs. They nest from February to July and become very defensive once nesting begins.

No Burrowing owls were found onsite, however a good bit of the 6.8-acre site is suitable habitat for nesting.

6.2.6 American alligator (Alligator mississippiensis)

The American alligator (*Alligator mississippiensis*) is not endangered but is protected due to its similarity of appearance to the American crocodile which is federally threatened. The alligator has a wider more rounded snout than crocodiles and their coloring varies from nearly black to olive green once mature. Alligators can be found in all waters, fresh, brackish and salt, and they can be aggressive if young are nearby, or they have been fed by humans. No alligators were observed during any of the site visits, but rare sightings are potential at this project.

6.2.7 Various listed marine species

Several marine species such as the west Indian manatee (*Trichechus manatus*) and the Smalltooth sawfish (*Pristis pectinata*) potentially utilize the proposed marina zone. Each of these species require wildlife agency review during permitting with strict construction

and operations conditions issued pertaining to their safety and public education. Signage for both species will be present at the marina, both caution and education.

7 CONCLUSION

As can be seen from the list above, this site supports a limited amount of wildlife, consisting mostly of exotic and generalist species. The site is located in the vicinity of a major road and drawbridge with a loud bell and is confined by the road to the east and water to the west. Based on Turrell, Hall & Associates' observations, the development of this site with appropriate management and educational guidelines in place, will not adversely affect any endangered, threatened or otherwise protected species. These guidelines for management will be coordinated with the appropriate local, state, and federal agencies to better ensure their protection.

8 PHOTOS



Photo 1: Iguana burrow



Photo 2: Killdeer pair



Photo 3: Old boat ramp



Photo 4: Facing north on the open site from south



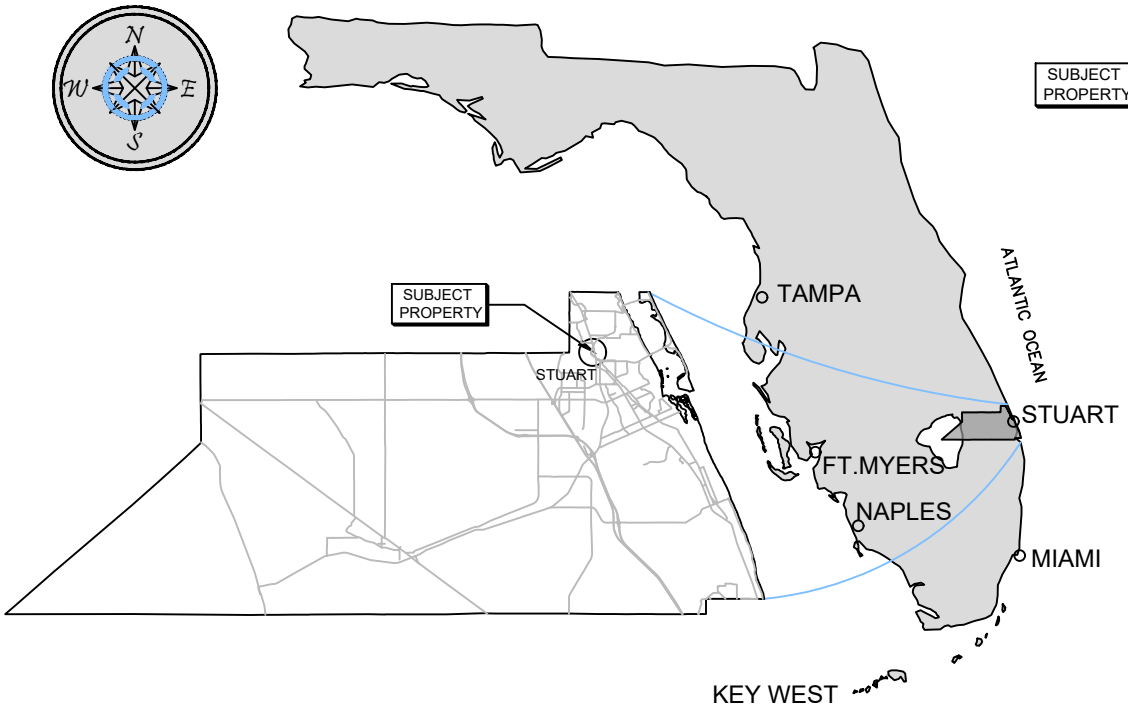
Photo 5: Middle of the site facing south

Photo 6: Pileated woodpecker



p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg LOCATION MAP 8/6/2025

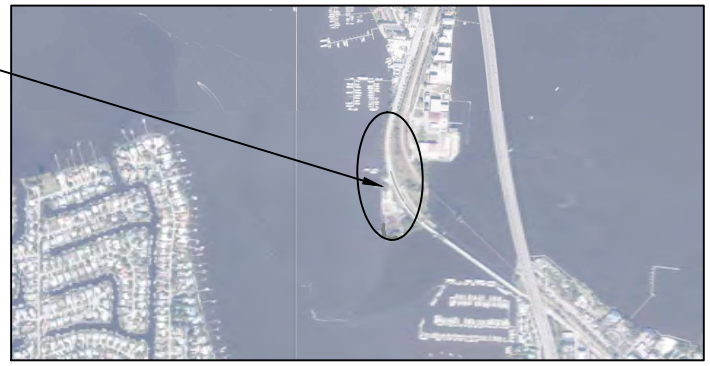
STATE OF FLORIDA



MARTIN COUNTY



VICINITY MAP



COUNTY AERIAL

SITE ADDRESS:
<> 54 NW DIXIE HWY
STUART, FL 34994

<> LATITUDE: N 27.204913
<> LONGITUDE: W -80.262464

NOTES:
<> THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

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Marine & Environmental Consulting
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Email: tuna@thanaples.com Phone: (239) 643-0166 Fax: (239) 643-6632

CAPRI HARBOR STUART

LOCATION MAP

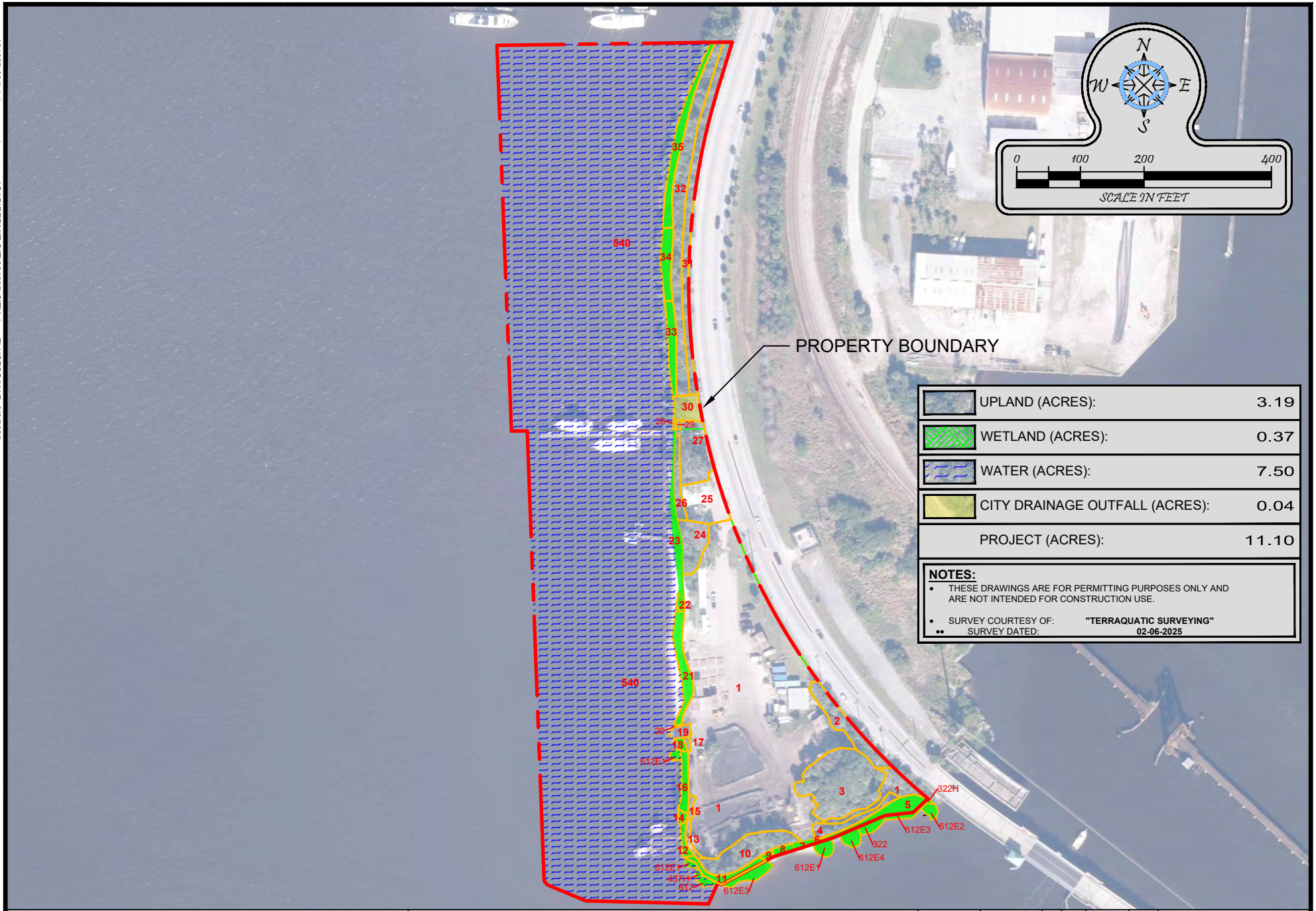
RY NO. 5875

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DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	01 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg FLUCFCS MAP 8/6/2025



UPLAND (ACRES):	3.19
WETLAND (ACRES):	0.37
WATER (ACRES):	7.50
CITY DRAINAGE OUTFALL (ACRES):	0.04
PROJECT (ACRES):	11.10

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- SURVEY DATED: **02-06-2025**

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FLUCFCS MAP

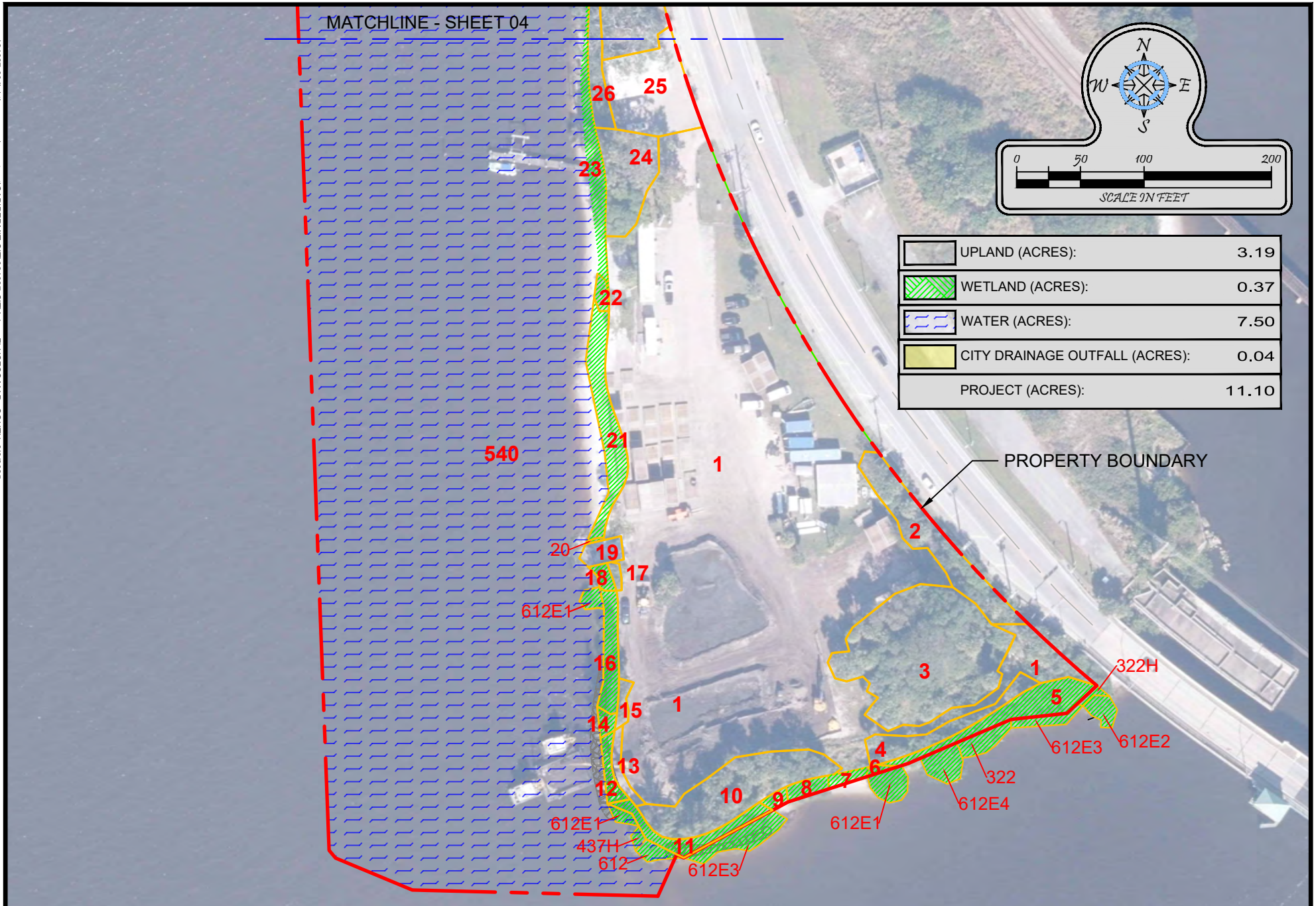
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SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

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FLUCFCS MAP - SOUTH

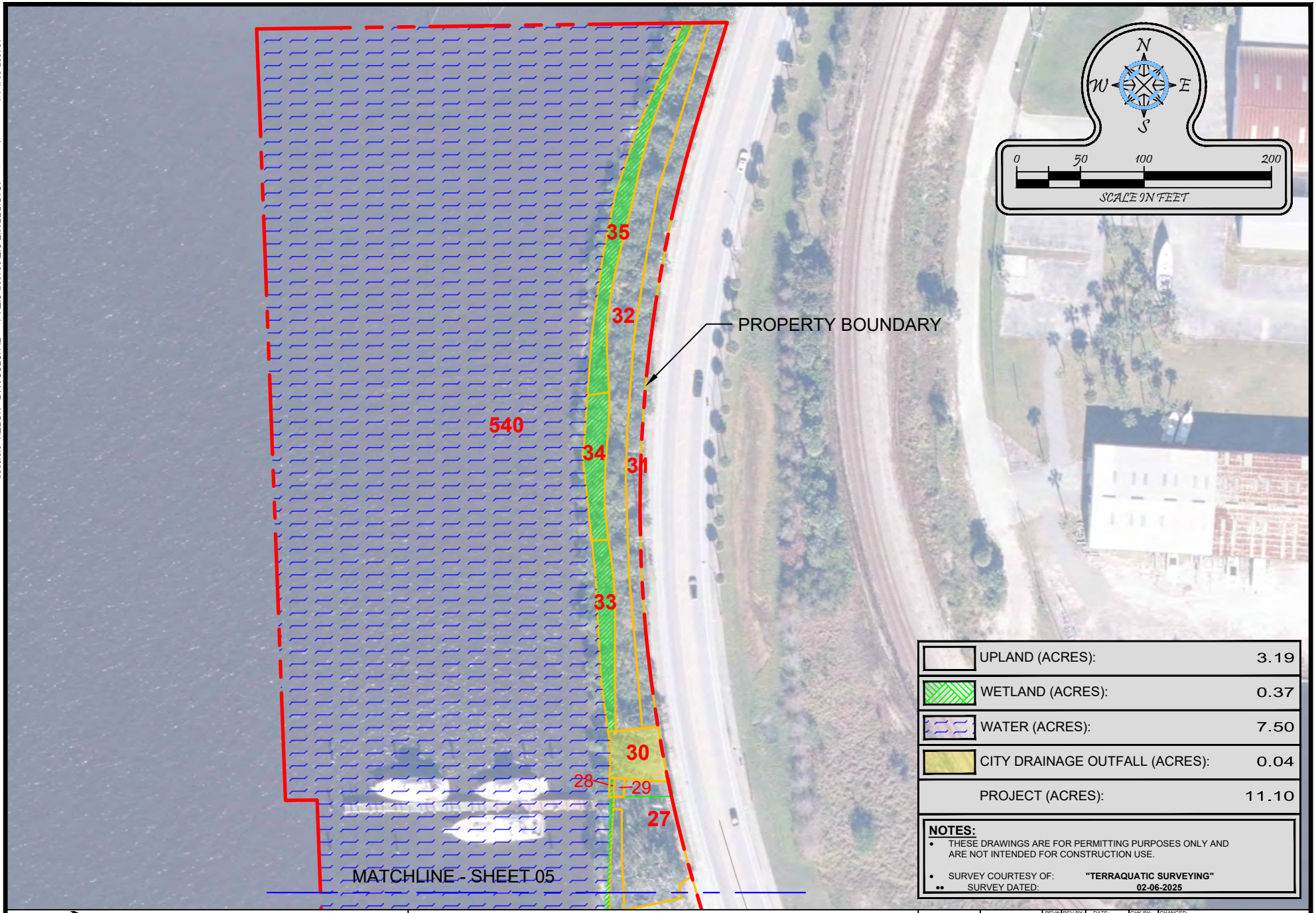
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SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

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	UPLAND (ACRES):	3.19
	WETLAND (ACRES):	0.37
	WATER (ACRES):	7.50
	CITY DRAINAGE OUTFALL (ACRES):	0.04
	PROJECT (ACRES):	11.10

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CAPRI HARBOR STUART

FLUCFCS MAP - NORTH

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SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg FLUCFCS TABLE 8/6/2025

#	FLUCFCS	DESCRIPTION	ACRES
1	740	CLEARED AND FILLED LAND	1.95
2	428 E4	CABBAGE PALM >75% EXOTIC	0.08
3	428D	DISTURBED CABBAGE PALM	0.24
4	426 E2	TROPICAL HARDWOOD 25-50% EXOTIC	0.04
5	426H E3	TROPICAL HARDWOOD 50-75% EX. HYDRIC	0.05
6	612 E3	MANGROVE 50-75% EXOTIC	0.003
7	710	BEACH-OTHER THAN SWIMMING	0.01
8	426H	SEAGRAPE- HYDRIC	0.01
9	710	BEACH-OTHER THAN SWIMMING	0.005
10	426 E3	TROPICAL HARDWOOD 50-75% EXOTIC	0.11
11	437H	AUSTRALIAN PINE HYDRIC	0.03
12	740H	CONCRETE PILE BARGE LANDING	0.01
13	428 E3	CABBAGE PALM 50-75% EXOTIC	0.01
14	612 E1	MANGROVE 0-25% EXOTIC	0.01
15	428 E1	CABBAGE PALM 0-25% EXOTIC	0.01
16	612	MANGROVE	0.03
17	428 E3	CABBAGE PALM 50-75% EXOTIC	0.004
18	437H	AUSTRALIAN PINE HYDRIC	0.01
19	184	BOAT RAMP	0.01
20	612	MANGROVE SHRUB	0.001
21	710	BEACH-OTHER THAN SWIMMING	0.06
22	642	SALTWATER MARSH	0.01
23	710	BEACH-OTHER THAN SWIMMING	0.04
24	428 E4	CABBAGE PALM >75% EXOTIC	0.07
25	140	COMMERCIAL AND SERVICES	0.10
26	322 E4	COASTAL SCRUB >75% EXOTIC	0.03
27	740	DISTURBED- MOWED	0.10
28	612 E2	MANGROVE 25-50% EXOTIC	0.001
29	422	BRAZILIAN PEPPER	0.003
30	830	CITY DRAINAGE OUTFALL	0.04
31	428	CABBAGE PALM	0.15
32	426 E3	TROPICAL HARDWOOD 50-75% EXOTIC	0.23
33	612 E4	MANGROVE >75% EXOTIC	0.04
34	612 E3	MANGROVE 50-75% EXOTIC	0.04
35	612 E1	MANGROVE 0-25% EXOTIC	0.08
36	540	BAYS AND ESTUARIES	7.50
		TOTAL	**11.10**
		TOTAL WETLAND	**0.31**
		TOTAL UPLAND	**3.14**
		TOTAL WATER	**7.50**
		BEACH-OTHER THAN SWIMMING	**0.11**
		CITY DRAINAGE OUTFALL	**0.04**

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FLUCFCS TABLE

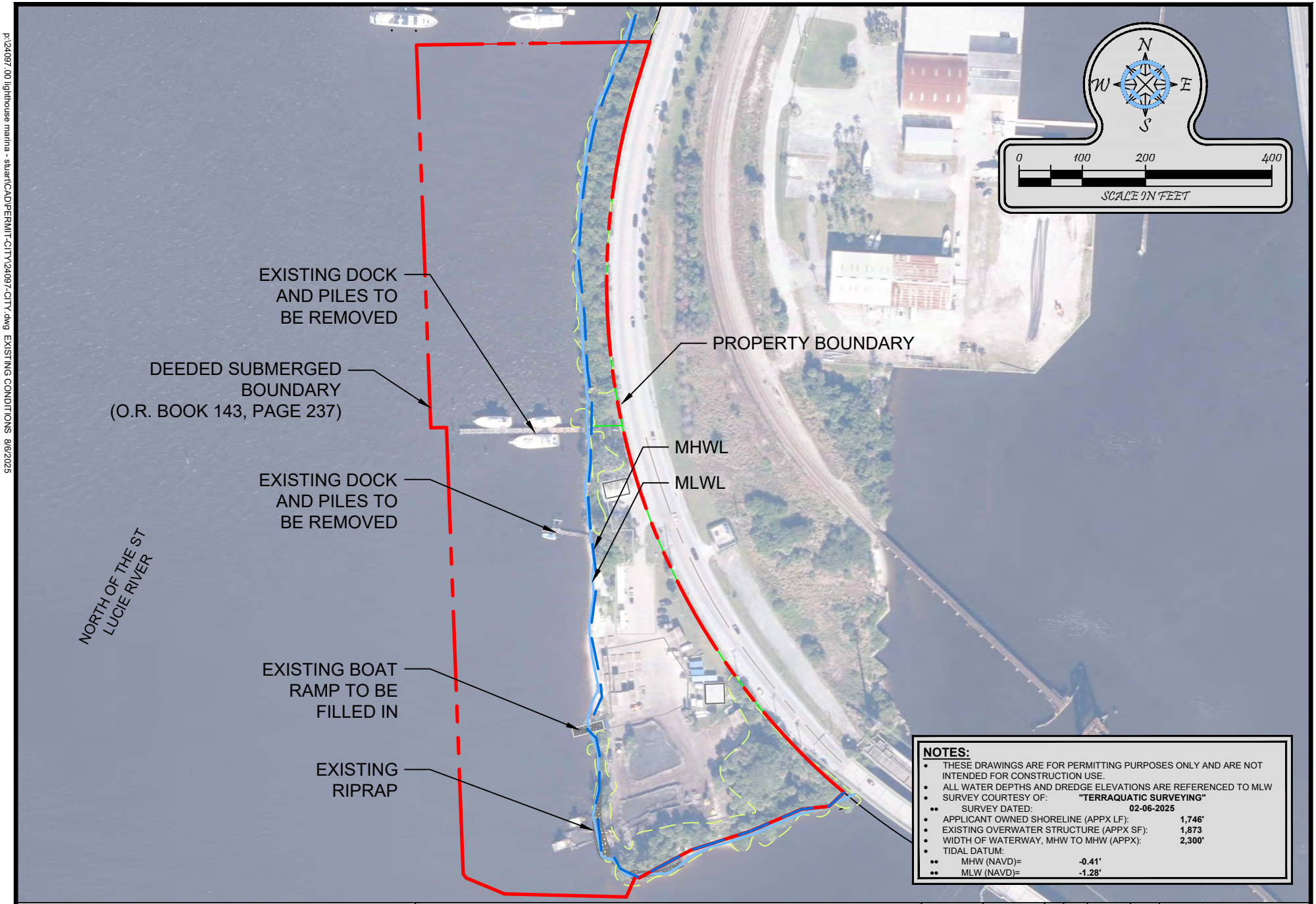
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SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg EXISTING CONDITIONS 8/6/2025



NOTES:

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- ALL WATER DEPTHS AND DREDGE ELEVATIONS ARE REFERENCED TO MLW
- SURVEY COURTESY OF: **"TERRAQUATIC SURVEYING"**
  - SURVEY DATED: **02-06-2025**
- APPLICANT OWNED SHORELINE (APPX LF): **1,746'**
- EXISTING OVERWATER STRUCTURE (APPX SF): **1,873**
- WIDTH OF WATERWAY, MHW TO MHW (APPX): **2,300'**
- TIDAL DATUM:
  - MHW (NAVD)= **-0.41'**
  - MLW (NAVD)= **-1.28'**

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CAPRI HARBOR STUART

EXISTING CONDITIONS

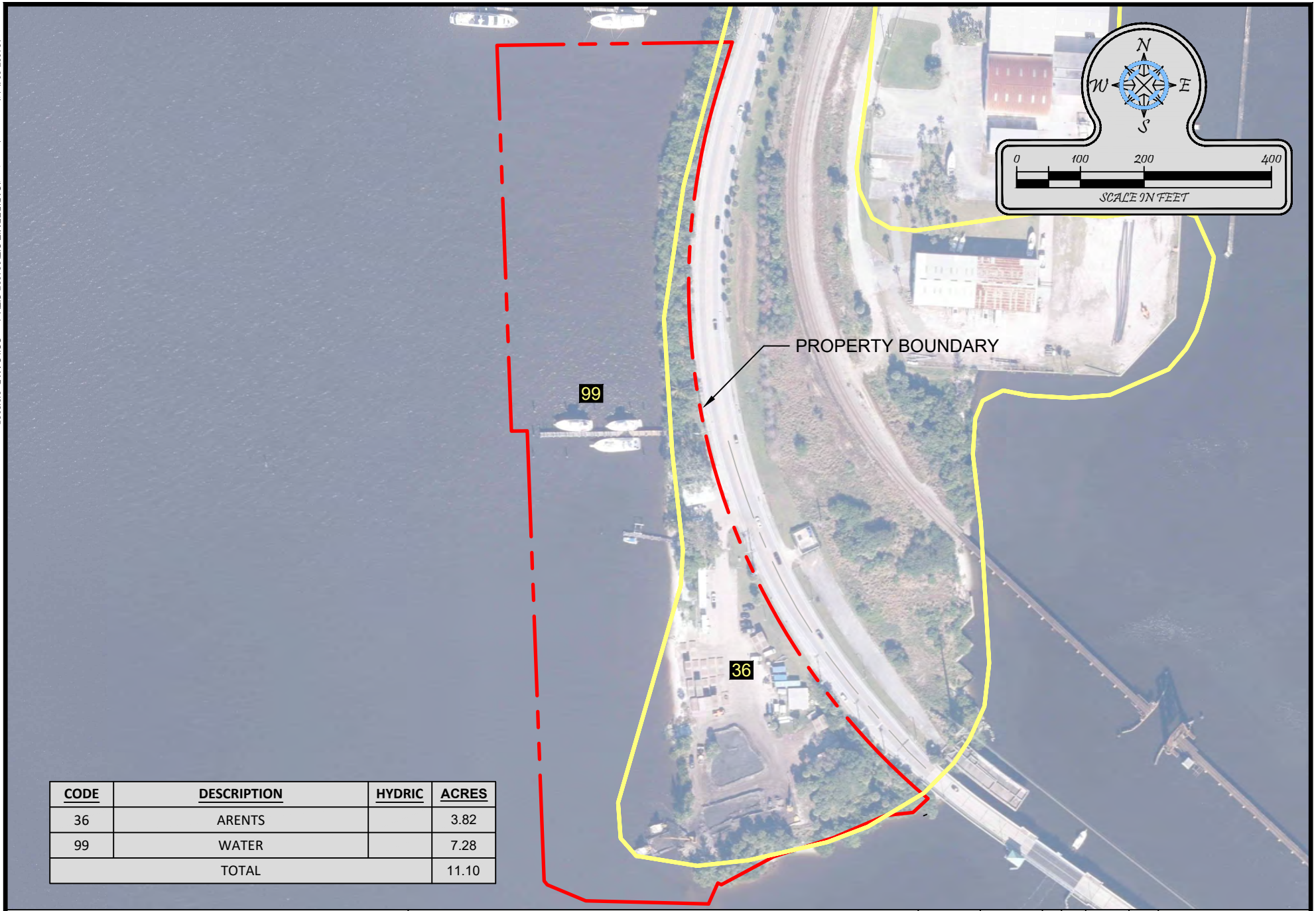
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SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg SOILS MAP 8/6/2025



CODE	DESCRIPTION	HYDRIC	ACRES
36	ARENTS		3.82
99	WATER		7.28
TOTAL			11.10

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CAPRI HARBOR STUART

SOILS MAP

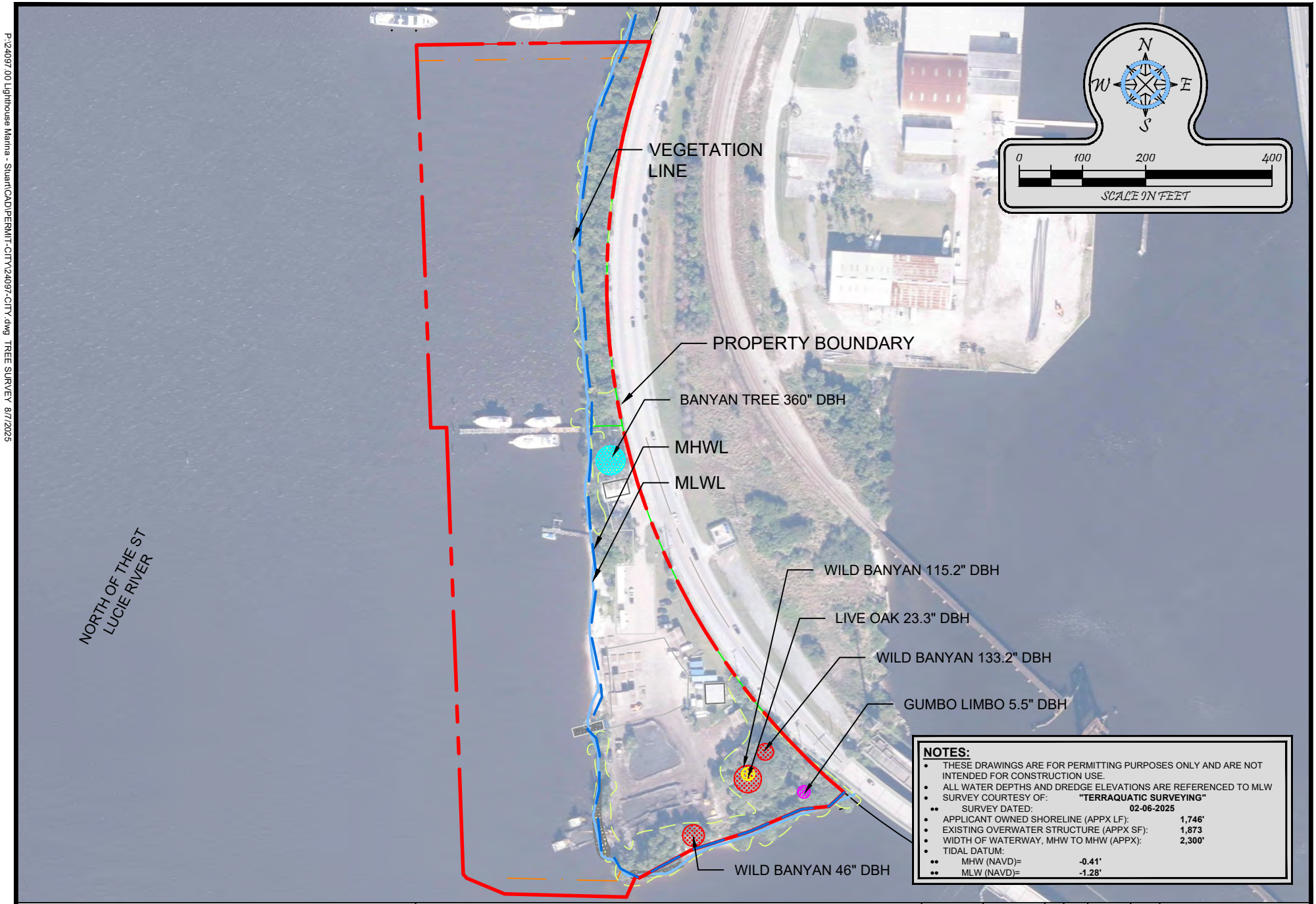
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SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

P:\24097.00 Lighthouse Marina - Stuart\CAD\PERMIT-CITY\24097-CITY.dwg TREE SURVEY 8/7/2025



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CAPRI HARBOR STUART

TREE SURVEY

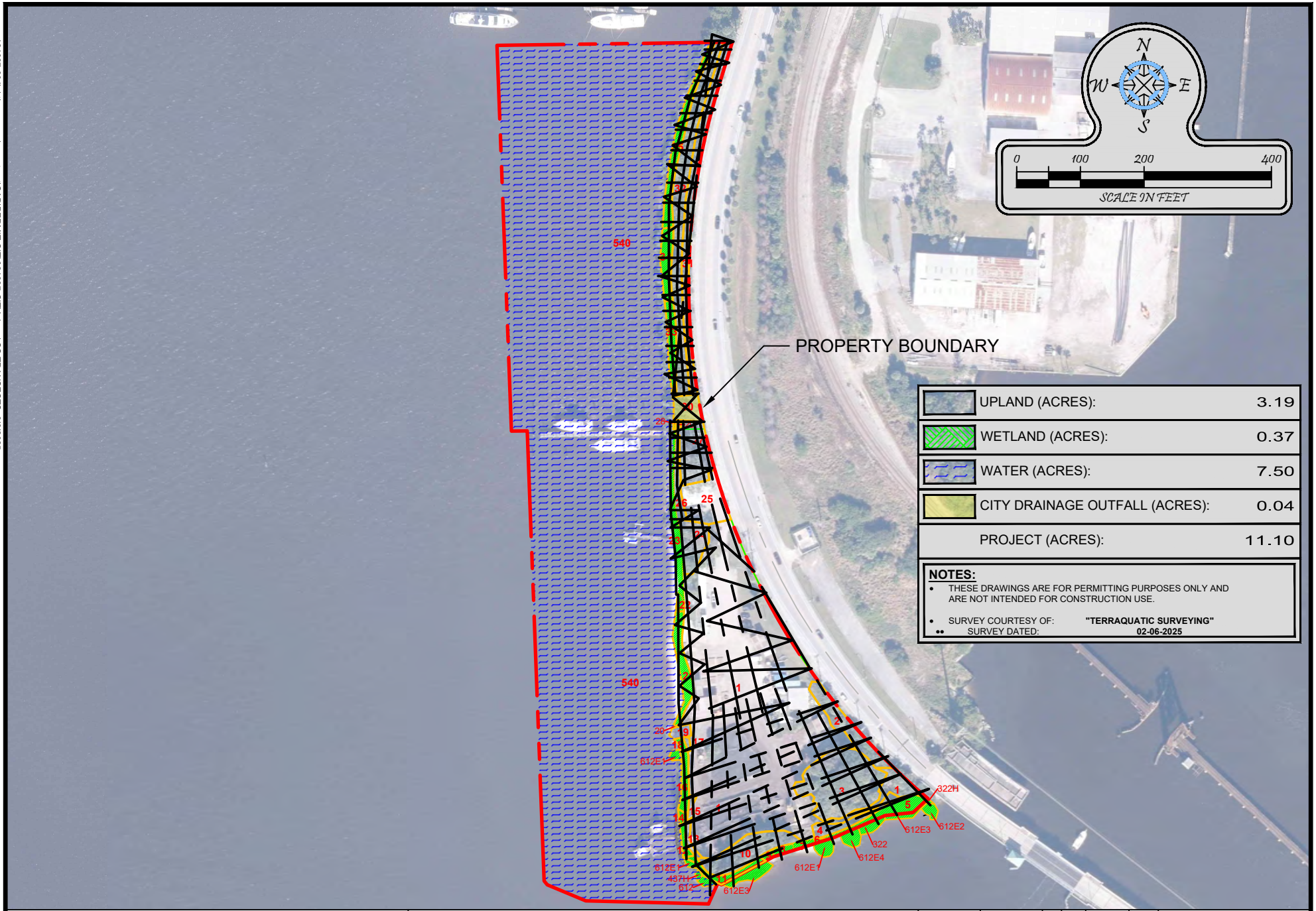
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SECTION-32,05 TOWNSHIP-37S RANGE-41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg LSS TRANSECTS 8/6/2025



UPLAND (ACRES):	3.19
WETLAND (ACRES):	0.37
WATER (ACRES):	7.50
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CAPRI HARBOR STUART

LISTED SPECIES TRANSECTS

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SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

APPENDIX II
PRESERVE AREA PROTECTION PLAN

CAPRI HARBOR STUART

PRESERVE AREA PROTECTION PLAN

AUGUST 2025

PREPARED BY:
TURRELL, HALL & ASSOCIATES, INC.
3584 EXCHANGE AVENUE
NAPLES, FL 34104
(239) 643-0166
TUNA@THANAPLES.COM

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EXHIBITS

1	Location Map
2	Target Habitat Preserve Map
3	Monitoring Map

1.0 INTRODUCTION

The Capri Harbor Stuart Project is located at 54 SW Dixie Highway (A1A) in Stuart, Florida within Sections 5 & 30, Township 38 South, Range 41 East, Martin County. The south 6.80-acre parcel can be identified by Parcel Id 05-38-41-000-000-00040-5 and the north 0.49-acre site can be identified by Parcl Id 32-37-41-004-000-00030-9. In total there are 11.10 project acres.

Historically this site has been used for boat shows, a commercial marina, and for marine construction staging. It has been nearly cleared several times and filled as recently as 2022, so most vegetation present is third or fourth growth.

Allied Marine lies due north of the site, Sunset Bay Marina is approximately 0.17 miles to the southeast on the other side of the bridge, and the nearest residential dock is approximately 0.37 miles west, southwest of the site. The southeast corner of the site abuts the Old Roosevelt Bridge on SW Dixie Highway.

The following document provides the framework and guidelines to improve, maintain and monitor the onsite preserve system.

2.0 PROPOSED PROJECT

The development proposal includes a public boardwalk, a two-story (up to 275-seat) restaurant with a ship store, parking and stormwater management system, a small overwater bar, shoreline riprap, a retaining wall, and a 158 wet slip marina with 4 temporary slips associated with a fuel dock and 10 slips associated with a boat club. The marina facility will accommodate vessels from 25 feet to 150 feet in length. (Refer to Section 8.0 for the Marina Siting summary.) It is the goal of the marina to qualify for the state Clean Marina program to ensure water quality standards are improved or maintained at this facility. Further water quality enhancements can be found through mollusk and other filter organism growth on the floating docks and shoreline riprap. Mangroves are also anticipated to recruit along the newly enhanced shoreline which will provide wildlife utilization benefits.

Shoreline impacts are mostly temporary in nature to accommodate riprap and public walkways as required by Future Land Use Goal Policy 1.A.2. Habitat north of the main parking lot will be preserved and enhanced including shoreline wetland habitat per Policy 5.A5.

Pedestrian access to the site is via two entry points from NW Dixie Highway, where the existing sidewalk will be widened to 8 feet. The northern access point connects directly to a 12-foot-wide public boardwalk along the riverfront, leading southward to the restaurant.

3.0 SITE DESCRIPTION

Most of the main southern (6.8-acre) site that is not bay waters is open cleared and filled land which has been disturbed and maintained for decades. A business is located in a small building onsite, as well as a storage barn. Remnants of a boat ramp and barge loading area are located along the western shoreline. Mangroves have recruited to midstory/sub-canopy levels in various locations along the south triangular portion of the site, intermixed with Brazilian pepper, Australian pines and Coinvine. A depression in the southeast corner where fill has not been placed as high as the surrounding, has a dense canopy of cabbage palm along with three large native trees, but lacks midstory and the groundcover is nearly 100% exotic. Remnants of old site use are evident along the highway fence line as well.

North of the business is a large banyan tree in a mowed area followed by a new municipal outfall before vegetative habitats begin again. A slender strip of vegetation extending approximately 0.1 miles along Northwest Dixie Highway and the water lies due north of the outfall. This strip of land is comprised by three types of habitat: mangrove shoreline with varying degrees of exotic species infestations, tropical hardwood with 50-75% exotic coverage and cabbage palm along the uppermost segment adjacent to the sidewalk.

A list of habitats that qualify as native and their acreages is included in Table 1. Native upland habitat onsite totaled 5.6%, while wetland habitat, some of which was above the 50% native threshold for exotic cover, totaled 6.1%.

3.1 Native Habitat

Native habitat has been identified as areas with less than 75% exotic plant cover for the purposes of this report. These onsite habitats total 0.67 acres. With 11.10 total project acres only 6% of the site qualifies as native habitat. The already developed portion of the site contains a ring of native vegetation along the shoreline and then an undeveloped 0.54-acre area to the north which will not be impacted. This southern narrow vegetative fringe makes preservation and buffer impossible with needed shoreline stabilization, so native preservation has been limited to the north parcel.

As identified below in Table 1, 57% of the native upland habitat will be preserved in perpetuity which meets the Martin County LDC requirement identified in Section 4.33 for 25% retention of native upland habitat onsite. In total 75% of the native habitat onsite will be preserved in perpetuity.

Table 1: Native Habitats and Preserved Acreage

ID#	FLUCCS	Description	Native Ac.	Preserved
4	426 E1	TROPICAL HARDWOOD 0-25% EXOTIC	0.04	*0.00*
5	426H E3	TROPICAL HARDWOOD 50-75% EX. HYDRIC	0.05	*0.00*
6	612 E2	MANGROVE 25-50% EXOTIC	0.003	*0.00*
8	426 H	SEAGRAPE- HYDRIC	0.01	*0.00*
14	612 E2	MANGROVE 25-50% EXOTIC	0.01	*0.00*
15	428 E2	TROPICAL HARDWOOD 25-50% EXOTIC	0.01	*0.00*
16	612 E1	MANGROVE 0-25% EXOTIC	0.03	*0.00*
17	428 E3	CABBAGE PALM 50-75% EXOTIC	0.004	*0.00*
20	612	MANGROVE SHRUB	0.001	*0.00*
22	642	SHORELINE PURSLANE	0.01	*0.00*
28	612 E3	MANGROVE 50-75% EXOTIC	0.001	*0.00*
31	428	CABBAGE PALM	0.15	0.15
32	426 E3	TROPICAL HARDWOOD 50-75% EXOTIC	0.23	0.23
33	612 E4	MANGROVE >75% EXOTIC- not native	0.00	0.04
34	612 E3	MANGROVE 50-75% EXOTIC	0.04	0.04
35	612 E2	MANGROVE 25-50% EXOTIC	0.08	0.08
		TOTAL	**0.67**	**0.71**
		TOTAL UPLAND	**0.43**	**0.38 Ac/ 57%**
		TOTAL WETLAND	**0.24**	**0.20Ac/ 30%**
		TOTAL SITE ACREAGE 11.10		

With required public boardwalks, parking and retaining walls around the site there are no native habitat buffers on the southern development site. The north site will provide 0.54 acres of native preserve which will be enhanced through exotic removal and native plantings.

3.2 Native Habitat Descriptions

#4 426 E2 Tropical Hardwood 25-50% Exotic 0.04 Acres

In this habitat fill begins to slope down to a sandy tidal area where the vegetation is more tropical in nature. Brazilian pepper is abundant, and coconut palms have taken root in the sub-canopy.

CANOPY 20%		**% Cover**	**Native**	**Status**
Cabbage palm	*Sabal palmetto*	10	Yes	FAC
Seagrape	*Coccoloba uvifera*	10	Yes	
MIDSTORY 79%				
Brazilian pepper	*Schinus terebinthifolia*	50	No	FAC
Coinvine	*Dalbergia ecastaphyllum*	15	Yes	
Seagrape	*Coccoloba uvifera*	8	Yes	
Coconut palm	*Cocos nucifera*	6	No	
GROUNDCOVER 2%				
Seagrape	*Coccoloba uvifera*	2	Yes	

#5 426H E3 Hydric Tropical Hardwood 50-75% Exotic 0.05 Acres

Habitat 5 is similar to #4 but lies in an area where debris washes in with high tides, so it was classified as hydric. There is also more Brazilian pepper in area #5.

CANOPY 10%		**% Cover**	**Native**	**Status**
Weeping fig	*Ficus benjamina*	10	No	
MIDSTORY 81%				
Brazilian pepper	*Schinus terebinthifolia*	60	No	FAC
Coinvine	*Dalbergia ecastaphyllum*	12	Yes	
Seagrape	*Coccoloba uvifera*	6	Yes	
Coconut palm	*Cocos nucifera*	3	No	
GROUNDCOVER 1%				
Seagrape	*Coccoloba uvifera*	1	Yes	

#6 612 E3 Mangrove 50-75% Exotic 0.003 Acres

Habitat 6 is a shoreline patch of mangrove which lies landward of mean high water. Brazilian pepper is also a significant part of this habitat.

CANOPY 5%		**% Cover**	**Native**	**Status**
Red mangrove	*Rhizophora mangle*	5	Yes	OBL
MIDSTORY 70%				
Red mangrove	*Rhizophora mangle*	30	Yes	OBL
Brazilian pepper	*Schinus terebinthifolia*	40	No	FAC
GROUNDCOVER 3%				
Red mangrove	*Rhizophora mangle*	3	Yes	OBL

#8 426H Hydric Seagrape 0.01 Acres

There is a dense shoreline seagrape habitat which lies landward of mean high water but within a portion of the shoreline where rafted debris indicates high water does encroach occasionally.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 70%				
Seagrape	*Coccoloba uvifera*	60	Yes	
Coinvine	*Dalbergia ecastaphyllum*	10	Yes	
GROUNDCOVER 3%				
Seagrape	*Coccoloba uvifera*	3	Yes	

#14 612 E1 Mangrove 0-25% Exotic 0.01 Acres

Habitat 14 is comprised of a mangrove fringe which begins above mean high water but continues into the waterway.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 38%				
Red mangrove	*Rhizophora mangle*	15	Yes	OBL
White mangrove	*Laguncularia racemosa*	15	Yes	OBL
Australian pine	*Casuarina equisetifolia*	8	No	FAC
GROUNDCOVER 2%				

Red mangrove	*Rhizophora mangle*	2	Yes	OBL

#15 428 E1 Cabbage Palm 0-25% Exotic 0.01 Acres

This habitat is comprised on midstory sized cabbage palm which have recruited along a mangrove shoreline.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 25%				
Cabbage palm	*Sabal palmetto*	10	Yes	FAC
Brazilian pepper	*Schinus terebinthifolia*	10	No	FAC
Seagrape	*Coccoloba uvifera*	5	Yes	
GROUNDCOVER 2%				
Seagrape	*Coccoloba uvifera*	2	Yes	

#16 612 Mangrove 0.03 Acres

Habitat 16 is comprised of midstory mangrove lining the shoreline above mean high water.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 85%				
Red mangrove	*Rhizophora mangle*	50	Yes	OBL
White mangrove	*Laguncularia racemosa*	20	Yes	OBL
Black mangrove	*Avicennia germinans*	15	Yes	OBL
GROUNDCOVER 22%				
Red mangrove	*Rhizophora mangle*	10	Yes	OBL
White mangrove	*Laguncularia racemosa*	8	Yes	OBL
Black mangrove	*Avicennia germinans*	4	Yes	OBL

#17 428 E3 Cabbage Palm 50-75% Exotic 0.004 Acres

This habitat has recruited adjacent to the boat ramp and is comprised of Australian pine, cabbage palm and Brazilian pepper.

CANOPY 30%		**% Cover**	**Native**	**Status**
Australian pine	*Casuarina equisetifolia*	15	No	FAC
Cabbage palm	*Sabal palmetto*	15	Yes	FAC
MIDSTORY 30%				
Australian pine	*Casuarina equisetifolia*	15	No	FAC
Brazilian pepper	*Schinus terebinthifolia*	15	No	FAC
GROUNDCOVER 5%				
Australian pine	*Casuarina equisetifolia*	5	No	FAC

#20 Mangrove Shrub 0.001 Acres

There are two recruited (<4 foot) mangroves and several more which have also been recruited adjacent to the boat ramp that are less than 20 inches in height.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 20%				
White mangrove	*Laguncularia racemosa*	15	Yes	OBL
Red mangrove	*Rhizophora mangle*	5	Yes	OBL

GROUNDCOVER 5%				
White mangrove	*Laguncularia racemosa*	5	Yes	OBL

#22 642 Saltwater Marsh 0.01 Acres

Along the eroding beach is a patch of purslane and saltgrass which is dense enough to be called out separately.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 0%				
GROUNDCOVER 75%				
Saltgrass	*Distichlis spicata*	40	Yes	OBL
Shoreline seapurslane	*Sesuvium portulacastrum*	35	Yes	FACW

#28 612 E2 Mangrove 25-50% Exotic 0.001 Acres

This small habitat is a shoreline mangrove patch which is somewhat infested with adjacent upland Brazilian pepper.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 42%				
Brazilian pepper	*Schinus terebinthifolia*	30	No	FAC
White mangrove	*Laguncularia racemosa*	12	Yes	OBL
GROUNDCOVER 0%				

#31 428 Cabbage palm 0.15 Acres

Along the A1A sidewalk is a strip of Cabbage palm which varies in width from 8 feet to 13 feet in places. Most of the cabbage palms are not quite canopy in size (having a clear trunk of 10 feet or more).

CANOPY 25%		**% Cover**	**Native**	**Status**
Cabbage palm	*Sabal palmetto*	25	Yes	FAC
MIDSTORY 60%				
Cabbage palm	*Sabal palmetto*	60	Yes	FAC
GROUNDCOVER 12%				
Cabbage palm	*Sabal palmetto*	12	Yes	FAC

#32 426 E3 Tropical Hardwood 50-75% Exotic 0.23 Acres

This habitat lies waterward to habitat 31 on a slope down to an old poured concrete shoreline slab. It is dominated by Brazilian pepper but also contains some tropical trees and shrubs.

		% Cover	**Native**	**Status**
CANOPY 18%				
Seagrape	*Coccoloba uvifera*	12	Yes	
Cabbage palm	*Sabal palmetto*	5	Yes	FAC
Live oak	*Quercus virginiana*	1	Yes	UPL
MIDSTORY 73%				
Brazilian pepper	*Schinus terebinthifolia*	50	No	FAC

Seagrape	*Coccoloba uvifera*	10	Yes
Coinvine	*Dalbergia ecastaphyllum*	8	Yes
Coconut palm	*Cocos nucifera*	5	No
GROUNDCOVER 7%			
Coinvine	*Dalbergia ecastaphyllum*	5	Yes
Carrotwood	*Cupaniopsis anacardioides*	2	No

#33 612 E4 Mangrove >75% Exotic 0.04 Acres

This shoreline wetland habitat is primarily impacted by Brazilian pepper with a few coconut palms. Sporadic mangrove also occupies the water line.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 96%				
Brazilian pepper	*Schinus terebinthifolia*	80	No	OBL
Red mangrove	*Rhizophora mangle*	10	Yes	OBL
White mangrove	*Laguncularia racemosa*	2	Yes	OBL
Coinvine	*Dalbergia ecastaphyllum*	2	Yes	
Pond apple	*Annona glabra*	2	Yes	OBL
GROUNDCOVER 0%				

#34 612 E3 Mangrove 50-75% Exotic 0.04 Acres

Habitat 34 has less Brazilian pepper than area #33 and more mangrove coverage. It also has some midstory sized coconut palms which have drifted in and rooted.

CANOPY 10%		**% Cover**	**Native**	**Status**
Red mangrove	*Rhizophora mangle*	10		
MIDSTORY 83%				
Brazilian pepper	*Schinus terebinthifolia*	45	No	OBL
Red mangrove	*Rhizophora mangle*	15	Yes	OBL
White mangrove	*Laguncularia racemosa*	8	Yes	OBL
Coinvine	*Dalbergia ecastaphyllum*	5	Yes	
Pond apple	*Annona glabra*	5	Yes	OBL
Coconut palm	*Cocos nucifera*	5	No	
GROUNDCOVER 8%				
Red mangrove	*Rhizophora mangle*	5	Yes	OBL
White mangrove	*Laguncularia racemosa*	3	Yes	OBL

#35 612 E1 Mangrove 0-25% Exotic 0.08 Acres

This northern-most mangrove habitat has considerably less exotic plant material but is also more open in nature.

CANOPY 0%		**% Cover**	**Native**	**Status**
MIDSTORY 55%				
Red mangrove	*Rhizophora mangle*	25	Yes	OBL
Brazilian pepper	*Schinus terebinthifolia*	20	No	OBL
White mangrove	*Laguncularia racemosa*	12	Yes	OBL

Pond apple	*Annona glabra*	3	Yes	OBL
GROUNDCOVER 3%				
Red mangrove	*Rhizophora mangle*	3	Yes	OBL

4.0 ONSITE RESTORATION & ENHANCEMENT

All Category I and Category II invasive exotic plant species according to the most up-to-date list of species on the Florida Exotic Pest Plant Council (FLEPPC) website (https://floridainvasivespecies.org/plantlist.cfm) will be removed from the property.

4.1 Initial Clearing and Planting

4.1.1 *Clearing*

In preserve areas exotic removal will be done by hand-cutting trees and shrubs, treating the stumps with state-approved herbicides and removing the debris from the site for proper disposal. An exotic/nuisance groundcover will be carefully target sprayed with a foliar application of herbicide or hand-pulled if able.

The work area will be contained by silt fences and/or turbidity curtain to prevent unauthorized discharges at all times during initial enahcement. If silt fences cannot be utilized due to their proximity to water, then turbidity curtains will be deployed in the waterway.

4.1.2 *Inspections*

Pursuant to LCD Section 5.04.03A. all turbidity barriers will be inspected weekly for breaches/ damage during the dry season. During wet season the barriers will be inspected daily, and the appropriate persons will be notified if segments need to be re-staked. Inspections will be included during normal site SWPPP inspections as well.

4.1.3 *Planting*

Planting will be completed no sooner than 12 months after initial exotic removal in areas where exotic species occupy more than 50% of the habitat since this site has been in a highly degraded condition for quite some time and the remnant seed source will continue to pioneer as it becomes more exposed to sunlight.

The Tables below provide a potential list of species which may be employed when planting wetland and upland forested habitats. The final determination of plant species to install may vary from these tables depending on site conditions and the species availability.

Wetland Forest

- Canopy species will be planted on 15-foot centers, with minimum 7-gallon stock at 6 feet high.

- Midstory species will also be planted on 10-foot centers using minimum 3-gallon stock.
- Ground cover species will be planted on 3-foot centers (average) using minimum bare-root or liner stock. Planting configurations will vary, likely employing uniform spacing within scattered groups or clusters.

Table 2: 612- Mangrove Forest Plantings

WETLAND FOREST PLANTING AREAS		
Canopy	**Midstory**	**Ground Cover**
Red mangrove (*Rhizophora mangle*) White mangrove *(Laguncularia racemosa)*	Buttonwood *(Conocarpus erectus*)	Leather fern *(Acrostichum sp.)* Cordgrass *Spartina (alterniflora or patens)*

Upland Forest

- Canopy species will be planted on 15-foot centers, with minimum 7-gallon stock at 6 feet high.
- Midstory species will also be planted on 10-foot centers using minimum 3-gallon stock.
- Ground cover species will be planted on 3-foot centers (average) using minimum bare-root or liner stock. Planting configurations will vary, likely employing uniform spacing within scattered groups or clusters.

Table 3: 426- Tropical Hardwood Plantings

WETLAND FOREST PLANTING AREAS		
Canopy	**Midstory**	**Ground Cover**
Red bay (*Persea borbonia*) Live oak *(Quercus virginiana)* Gumbo limbo (*Bursera simaruba*) West Indian mahogany (*Swietenia mahagoni*)	Simpson stopper *(Myrcianthes fragrans)* Myrsine *(Myrsine cubana)* Whit indigo berry *(Randia aculeata)* Beautyberry *(Callicarpa americana)* Wild coffee (*Psychotria nervosa*)	Cordgrass *(Spartina bakeri)*

4.2 Maintenance

The first growing season following initial eradication efforts is often a time of rapid colonization of treated areas by ruderal species (both desirable native species and undesirable nuisance species) as well as re-growth of exotics not fully killed and sprouting from seed sources and roots. Too often the intensity of follow-up exotic and nuisance plant eradication required during this first year results in inadvertent damage to planted species. Competition by nuisance and exotic species can also hinder growth of planted species, particularly planted ground cover.

After initial eradication efforts are complete, quarterly follow-up exotic and nuisance plant control will include directed herbicide applications and/or physical removal methods throughout all portions of the preserve area for years one and two. Such maintenance events may be conducted more frequently if field observations indicate the need. At the end of the three-year reporting period, the frequency of activities necessary to adequately control nuisance and exotic plants will be re-assessed and a program developed for future maintenance. At a minimum there will be at least one exotic/nuisance plant control event per year.

A qualified biologist or similar environmental professional will initially inspect the natural preserve areas at least once a year. During the first few years' inspections will likely occur more frequently in an effort to rectify any potential problem situations (e.g., exotic/nuisance plant infestations, mortality of planted species, etc.) before they worsen. The necessary maintenance activities will be determined by the biologist during these inspections.

Native vines will be cut annually to prevent them from covering more than 10% of any native habitat type onsite.

4.3 Success Criteria

Success criteria for the preserve enhancement program are described as follows:

- Complete initial eradication of exotic/invasive and nuisance plant species within the preserve. Exotic/invasive plant species will include Category I and Category II species identified in the current "Invasive Plant List" published by the Florida Exotic Pest Plant Council (FLEPPC) as well as Class I and Class II Prohibited Aquatic Plans listed in Chapter 62C-52.011, Florida Administrative Code. Nuisance plant species will include native species deemed detrimental due to their potential adverse competition with desirable native species. Examples of potential nuisance plant species include dog-fennel (*Eupatorium sp.*), ragweed (*Ambrosia sp.*), cattail (*Typha sp.*), primrose willow (*Ludwigia peruviana*), climbing hempvine

(*Mikania scandens, M. micrantha*), pepper vine (*Nekemias arborea*), and love vine (*Cassytha filiformis*).

- Maintain upland and wetland preserve areas through exotic removal maintenance follow-up treatments. Reduce exotic vegetation regeneration to less than 5% coverage annually.
- Complete initial plantings.
- Achieve a minimum average plant cover of 80% by planted species and/or naturally recruited native species by the end of the monitoring period.
- Monitor preserve areas at least annually to track planting success and exotic and nuisance vegetation infestations.
- Maintain all natural preserve areas such that the total vegetative cover accounted for by exotic and nuisance plants each constitute no more than 5% of the total plant cover.

4.4 Monitoring

The permittee will submit monitoring reports to the City of Stuart, the South Florida Water Management District and the U.S. Army Corps of Engineers documenting general conditions in the preserve areas. Reports will consist of the following:

A **Baseline** monitoring will be conducted prior to initiation of enhancement activities the following information provided:

- Brief description of current conditions within the preserve area.
- Brief description of anticipated maintenance/management work to be conducted over the next year.
- Photographs documenting conditions in the preserve at the time of monitoring. Panoramic photos will be taken at permanent monitoring stations within the on-site preserves in all four directions.
- Quantitative data collected from various habitat types documenting existing vegetation composition and wildlife utilization.

A **Time Zero** monitoring report (with monitoring conducted shortly after completion of plantings) and the subsequent **Annual** monitoring reports will provide the following information:

- Brief description of maintenance and/or management work performed since the previous monitoring report along with discussion of any other significant occurrences.
- Brief description of anticipated maintenance/management work to be conducted over the next year.
- A summary of notable hydrological or tidal activities during the year preceding the monitoring report.

- Photographs documenting conditions in the preserve at the time of monitoring. Panoramic photos will be taken at permanent monitoring stations within the on-site preserves in all four directions.
- Quantitative data will be collected from enhancement areas as outlined in the following paragraph.
- General observations made in various portions of the preserve area. These observations will address potential problem zones, general condition of native vegetation including planted species, wildlife utilization as observed during monitoring, and other pertinent factors.
- A plan view drawing of the preserve area showing mitigation features, monitoring transects/sampling plots, and photo stations.
- A summary assessment of all data and observations along with recommendations as to actions necessary to help meet mitigation and management/maintenance goals and mitigation success criteria.
- A summary of all observed wildlife sightings and evidence of wildlife utilization.

Quantitative Sampling will occur in permanent stations marked by PVC pipe which will cover an area 2,500 square feet (50' x 50') with four quadrants each. At stations (denoted on the Monitoring Map) a panoramic photograph will be taken in each direction, hydrology will be noted, and plant species and coverages will be noted as follows:

- Total canopy cover (defined as $\geq$20-feet tall with a DBH >4 inches) and percent of individual species within the canopy.
- Total sub-canopy/midstory cover (defined as $\leq$20 feet tall but over 48 inches having a DBH 1-4 inches) and percent of individual species within the midstory.
- Total ground cover (defined as <48 inches tall with a DBH of 0-1 inches) and percent cover of individual species.
- Total woody vine percent cover of individual species.

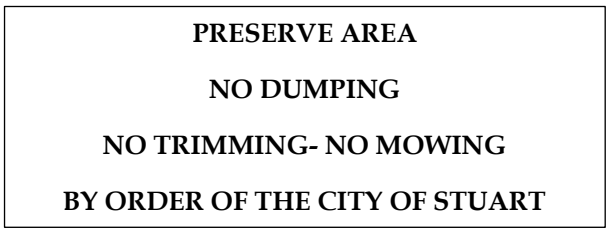
The permittee shall retain the ability to modify this monitoring program should it become necessary to make the program consistent with monitoring requirements of any permitting agencies.

4.5 Permanent Preserve Protection

4.5.1 Signage

Permanent preserve signage will be installed every 100 feet along the A1A sidewalk and between preserve and development. Preserve signs shall state the following:

Figure 1: Example of Preserve Signage



4.5.2 Financial Assurance

Since this preserve will also be used to offset wetland impacts the state requires financial assurance through various mechanisms in 62-330.301 (F.A.C.). As permitting evolves the specific mechanism will be chosen and the City copied once executed.

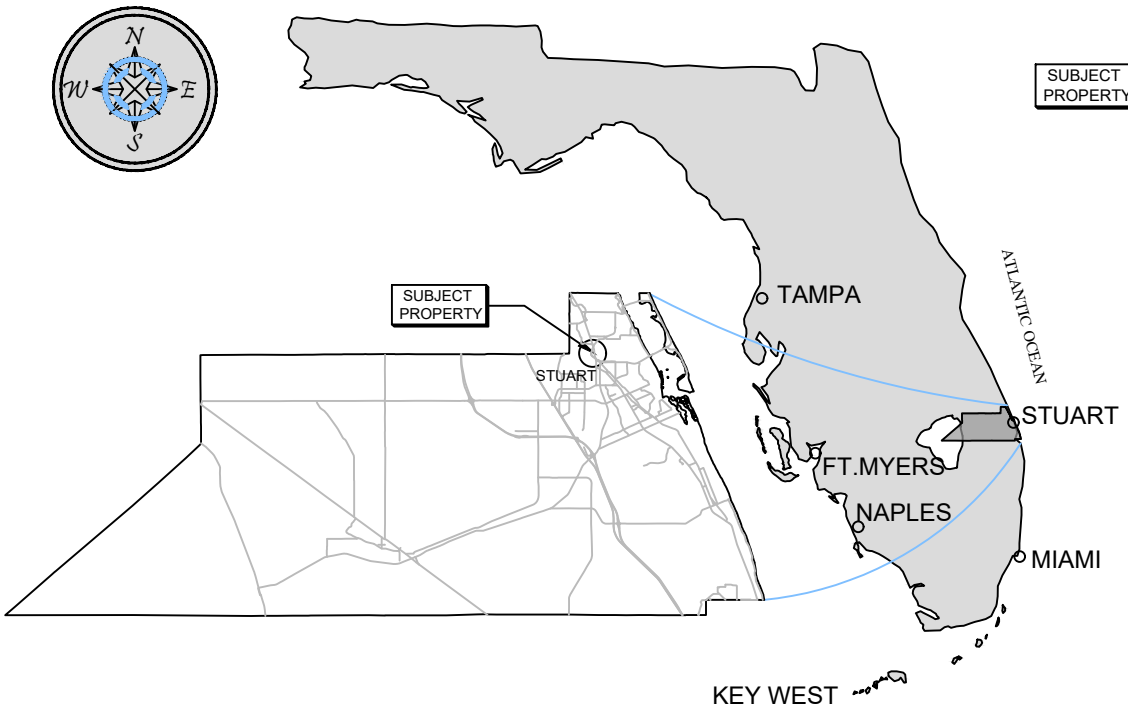
5.0 WORK SCHEDULE

Table 13: Work Schedule

Activity	Description	Due Date
1	Perform Baseline Monitoring & Reporting	Prior to construction commencement
2	Conduct initial exotic removal work.	Upon construction Commencement
3	Perform maintenance activity.	Quarterly After
4	Perform maintenance activity.	Quarterly After
5	Perform maintenance activity.	Quarterly After
6	Perform maintenance activity.	Quarterly After
7	Conduct initial plantings.	1 year from initial exotic removal work
8	Perform Time Zero Monitoring & Reporting	Immediately following plantings
9	Perform maintenance activity.	Quarterly After
10	Perform maintenance activity.	Quarterly After
11	Perform maintenance activity.	Quarterly After
12	Perform maintenance activity.	Quarterly After
13	Perform First Annual Monitoring & Reporting	1 year after the Time Zero
14	Perform maintenance activity.	15 days prior to 2nd Annual
15	Perform Second Annual Monitoring & Reporting	12 months after 1st Annual
16	Perform maintenance activity.	15 days prior to 3rd Annual
17	Perform Third Annual Monitoring & Reporting	12 months after 2nd Annual
18	Perform maintenance activity.	15 days prior to 4th Annual
19	Perform Fourth Annual Monitoring & Reporting	12 months after 3rd Annual
20	Perform maintenance activity.	15 days prior to 5th Annual
21	Perform Fifth Annual Monitoring & Reporting	12 months after 4th Annual
22	Final Site Inspection	

P:\24097.00 Lighthouse Marina - Stuart\CAD\PERMIT-CITY\24097-CITY- MONITORING MAP.dwg LOCATION MAP 8/8/2025

STATE OF FLORIDA



MARTIN COUNTY



VICINITY MAP



COUNTY AERIAL

SITE ADDRESS:
<> 54 NW DIXIE HWY
STUART, FL 34994

<> LATITUDE: N 27.204913
<> LONGITUDE: W -80.262464

NOTES:
<> THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

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CAPRI HARBOR STUART

LOCATION MAP

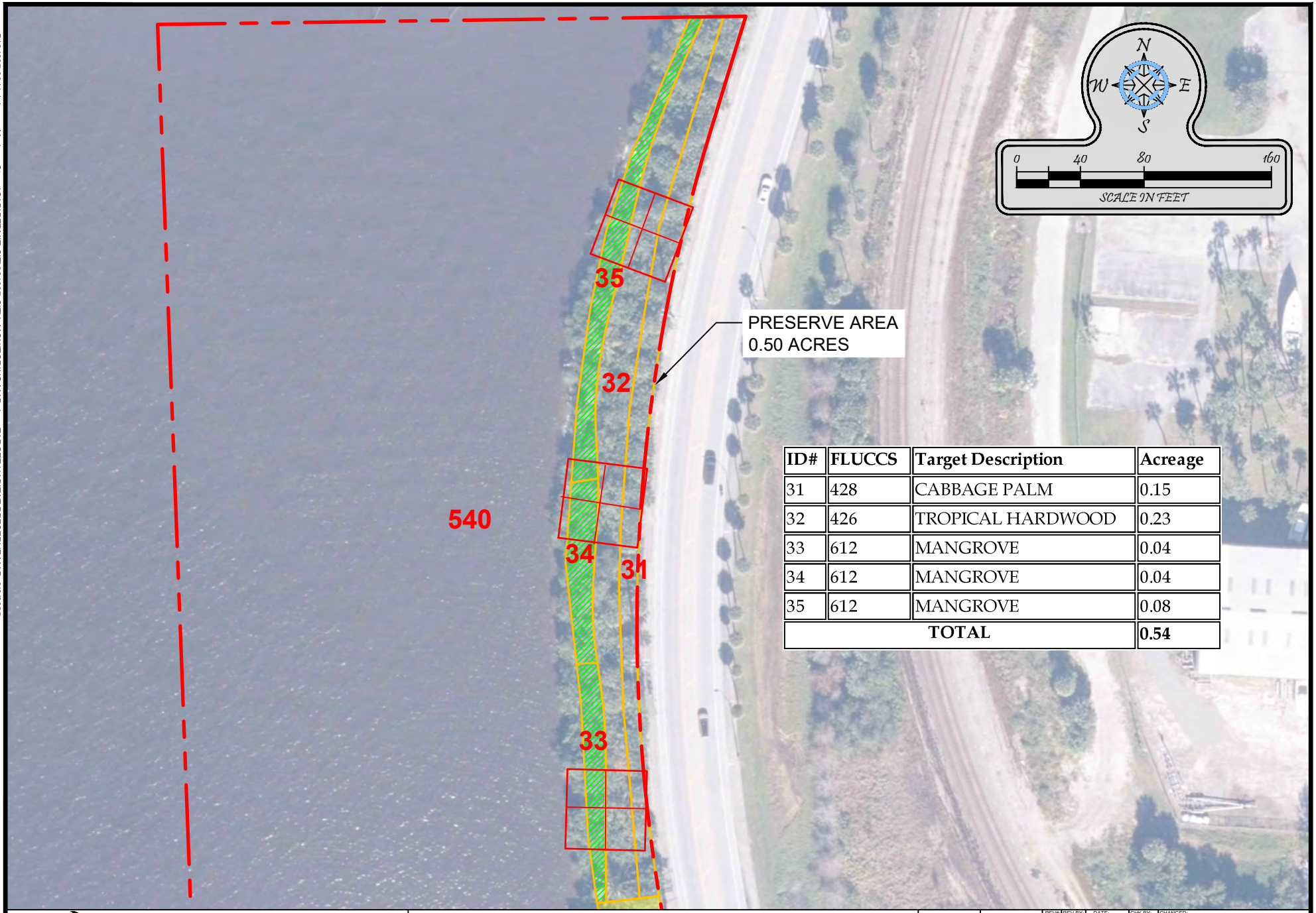
RY NO. 5875

THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

		REV#	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	01 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

P:\24097.00 Lighthouse Marina - Stuart\CAD\PERMIT-CITY\24097-CITY- MONITORING MAP.dwg TARGET HABITAT PRESERVE MAP 8/8/2025



ID#	FLUCCS	Target Description	Acreage
31	428	CABBAGE PALM	0.15
32	426	TROPICAL HARDWOOD	0.23
33	612	MANGROVE	0.04
34	612	MANGROVE	0.04
35	612	MANGROVE	0.08
TOTAL			**0.54**

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CAPRI HARBOR STUART

TARGET HABITAT PRESERVE MAP

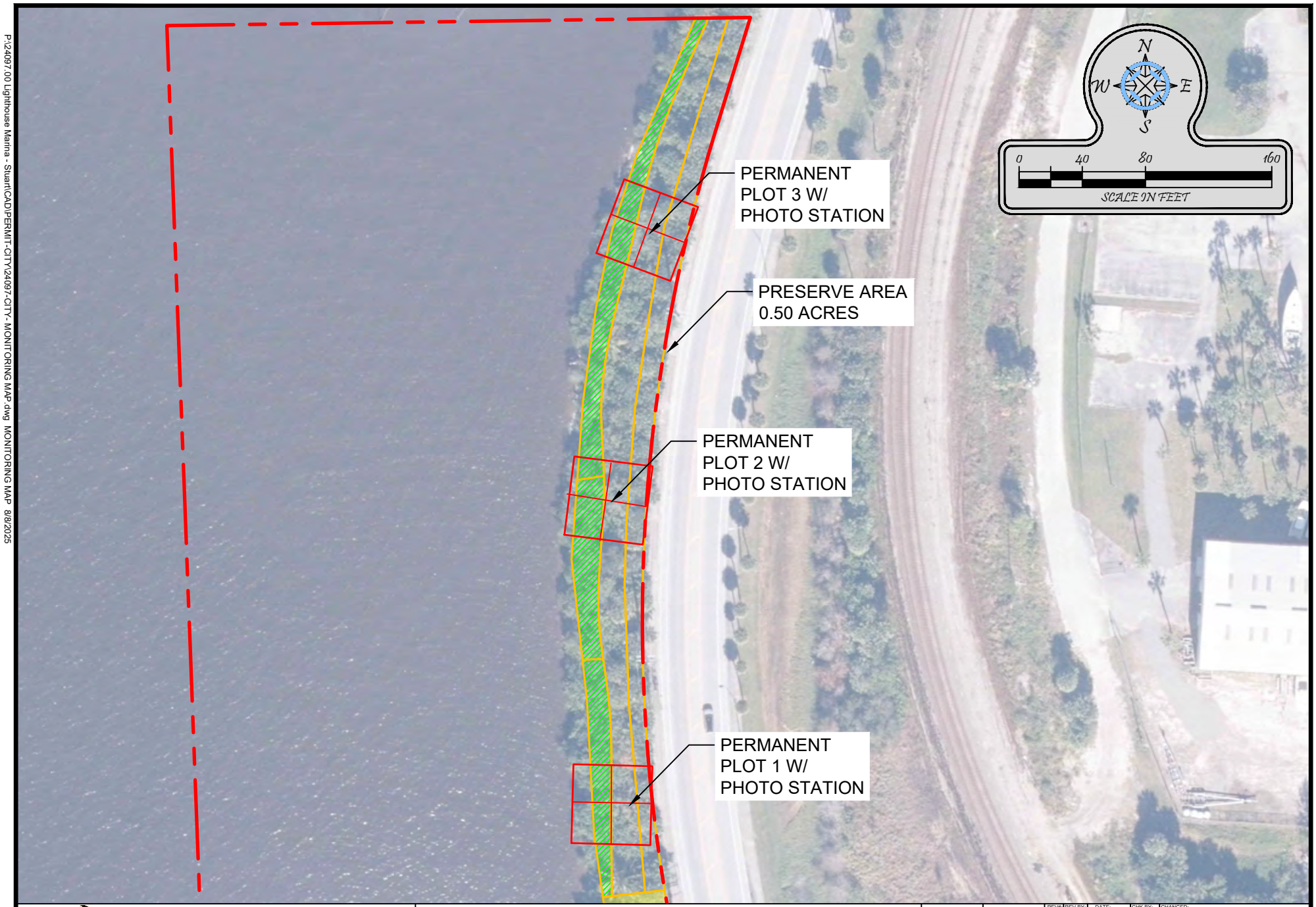
RY NO. 5875

THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

		REV#:	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	04 OF 09	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

P:\24097.00 Lighthouse Marina - Stuart\CAD\PERMIT-CITY\24097-CITY- MONITORING MAP.dwg MONITORING MAP 8/8/2025



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3584 Exchange Ave. Naples, FL 34104-3732
Email: tuna@thanaples.com Phone: (239) 643-0166 Fax: (239) 643-6632

CAPRI HARBOR STUART

MONITORING MAP

RY NO. 5875

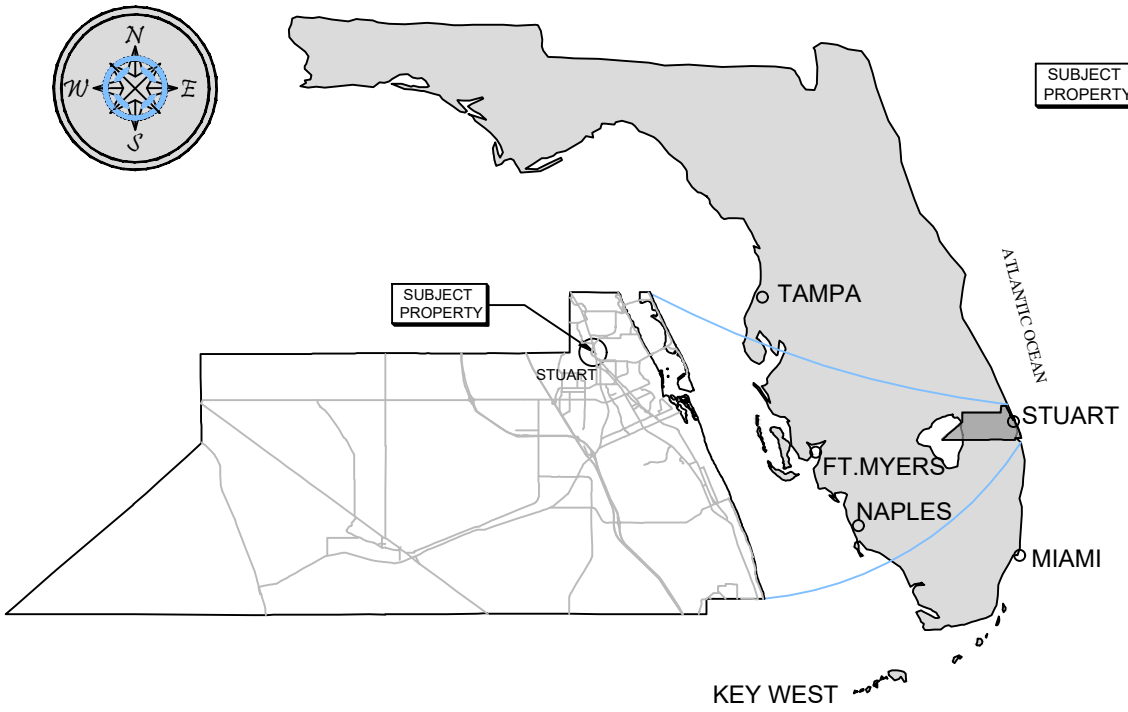
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DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	04 OF 09	5.	-	-	-	-

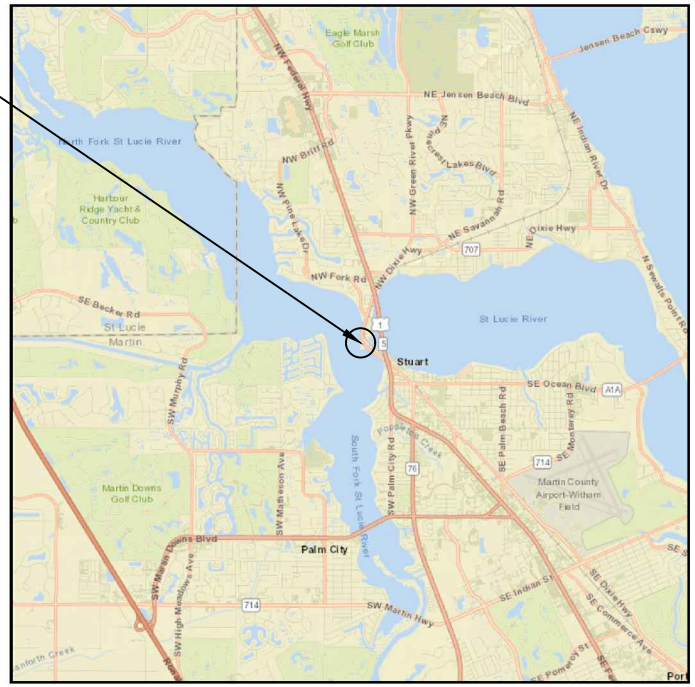
SECTION- 32,05 TOWNSHIP- 37S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg LOCATION MAP 1/29/2026

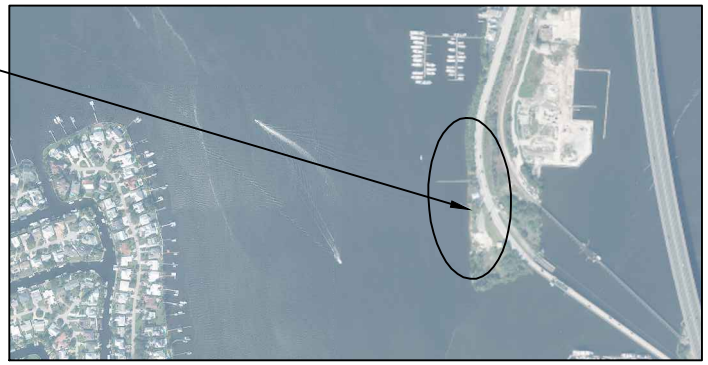
STATE OF FLORIDA



MARTIN COUNTY



VICINITY MAP



COUNTY AERIAL

SITE ADDRESS:
<> 54 NW DIXIE HWY
STUART, FL 34994

<> LATITUDE: N 27.204913
<> LONGITUDE: W -80.262464

NOTES:
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CAPRI HARBOR STUART

LOCATION MAP

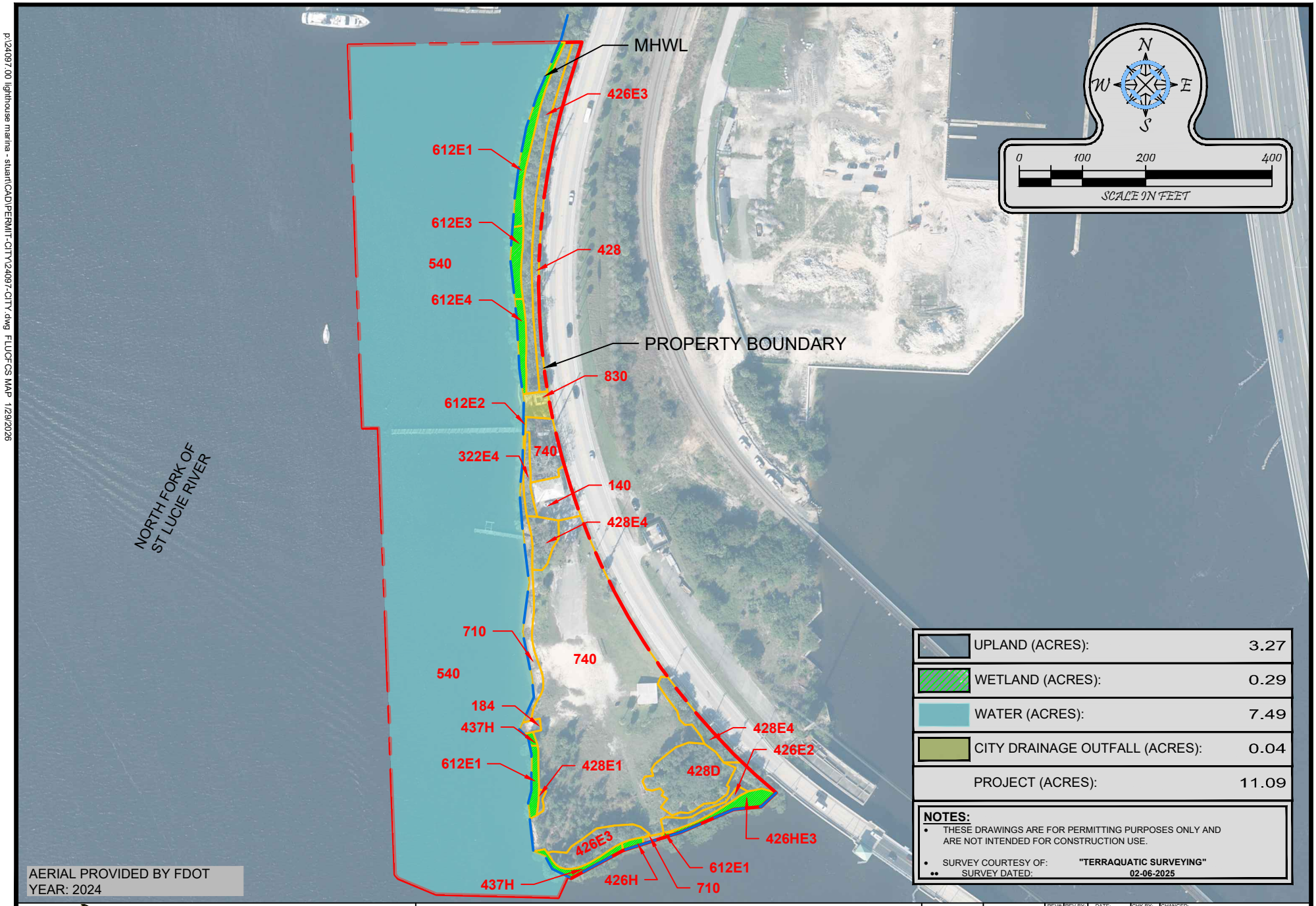
RY NO. 5875

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DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	01 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg FLUCFCS MAP 1/29/2026



AERIAL PROVIDED BY FDOT
YEAR: 2024

UPLAND (ACRES):	3.27
WETLAND (ACRES):	0.29
WATER (ACRES):	7.49
CITY DRAINAGE OUTFALL (ACRES):	0.04
PROJECT (ACRES):	11.09

NOTES:

- THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.
- SURVEY COURTESY OF: **"TERRAQUATIC SURVEYING"**
- SURVEY DATED: **02-06-2025**

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CAPRI HARBOR STUART

FLUCFCS MAP

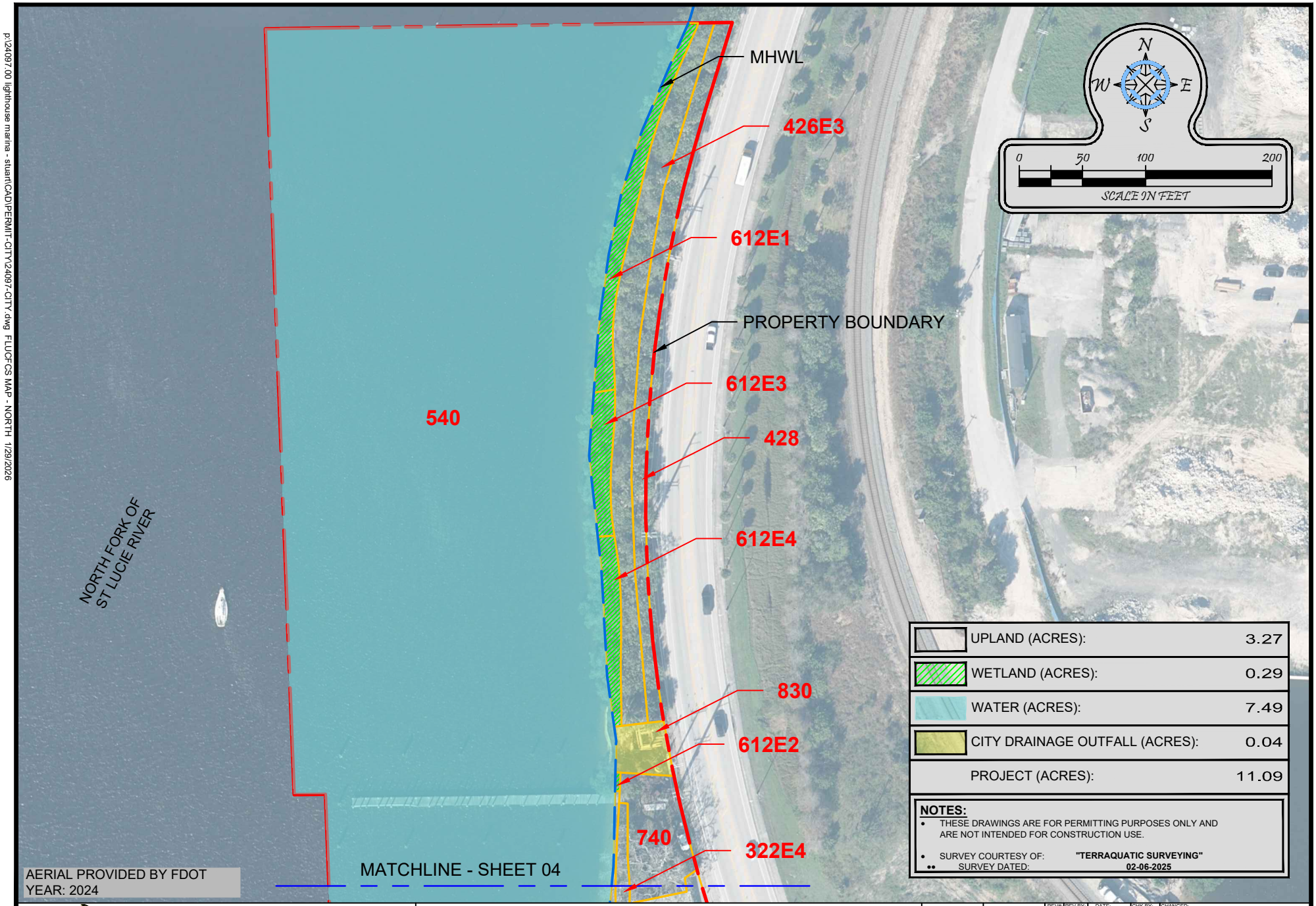
RY NO. 5875

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		REV#:	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	RMJ	01-19-26	AP	REVISED FLUCFCS LINES & CODES
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	02 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg FLUCFCS MAP - NORTH 1/29/2026



AERIAL PROVIDED BY FDOT
YEAR: 2024

UPLAND (ACRES):	3.27
WETLAND (ACRES):	0.29
WATER (ACRES):	7.49
CITY DRAINAGE OUTFALL (ACRES):	0.04
PROJECT (ACRES):	11.09

NOTES:

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- SURVEY DATED: **02-06-2025**

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CAPRI HARBOR STUART

FLUCFCS MAP - NORTH

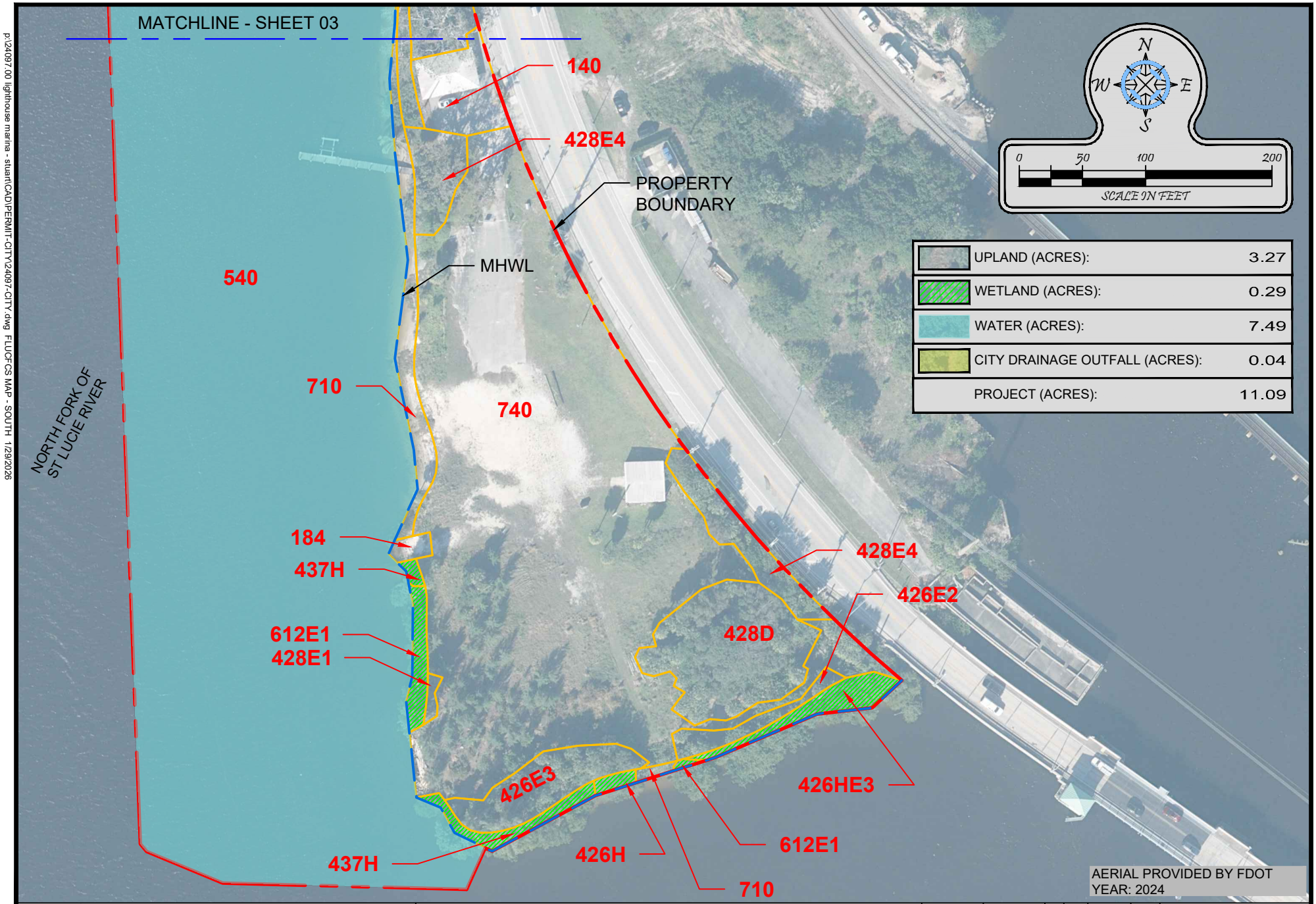
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CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	03 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg FLUCFCS MAP - SOUTH 1/29/2026



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FLUCFCS MAP - SOUTH

RY NO. 5875

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		REV#:	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	RMJ	01-19-26	AP	REVISED FLUCFCS LINES & CODES
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	04 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg FLUCFCS TABLE 1/29/2026

FLUCFCS FOR PROJECT SITE		
FLUCFCS	**DESCRIPTION**	**ACRES**
140	COMMERCIAL AND SERVICES	0.10
184	BOAT RAMP	0.01
322 E4	COASTAL SCRUB >75% EXOTIC	0.03
426 E2	TROPICAL HARDWOOD 25-50% EXOTIC	0.04
426 E3	TROPICAL HARDWOOD 50-75% EXOTIC	0.34
426H	SEAGRAPE- HYDRIC	0.01
426H E3	TROPICAL HARDWOOD 50-75% EX. HYDRIC	0.05
428	CABBAGE PALM	0.15
428 E1	CABBAGE PALM 0-25% EXOTIC	0.01
428 E4	CABBAGE PALM >75% EXOTIC	0.15
428D	DISTURBED CABBAGE PALM	0.25
437H	AUSTRALIAN PINE HYDRIC	0.04
540	BAYS AND ESTUARIES	7.49
612 E1	MANGROVE 0-25% EXOTIC	0.11
612 E2	MANGROVE 25-50% EXOTIC	0.001
612 E3	MANGROVE 50-75% EXOTIC	0.04
612 E4	MANGROVE >75% EXOTIC	0.04
710	BEACH-OTHER THAN SWIMMING	0.11
740	CLEARED AND FILLED LAND	2.08
830	CITY DRAINAGE OUTFALL	0.04
	TOTAL	**11.09**
	TOTAL WETLAND	**0.29**
	TOTAL UPLAND	**3.27**
	TOTAL WATER	**7.49**
	CITY DRAINAGE OUTFALL	**0.04**

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CAPRI HARBOR STUART

FLUCFCS TABLE

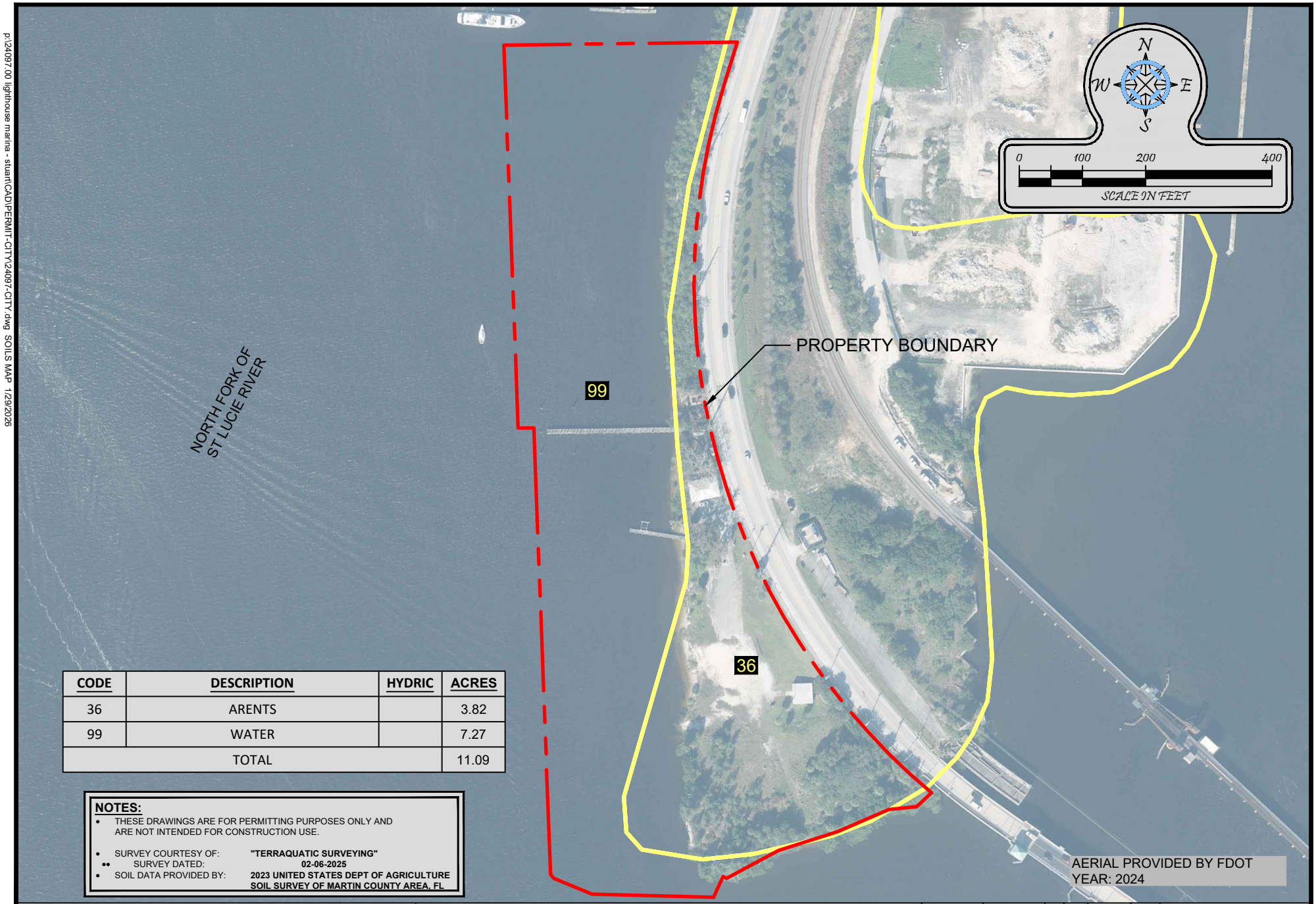
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DESIGNED:	JR	1.	RMJ	01-19-26	AP	REVISED TABLES
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	05 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg SOILS MAP 1/29/2026



CODE	DESCRIPTION	HYDRIC	ACRES
36	ARENTS		3.82
99	WATER		7.27
TOTAL			11.09

NOTES:

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- SURVEY COURTESY OF: **"TERRAQUATIC SURVEYING"**
- SURVEY DATED: **02-06-2025**
- SOIL DATA PROVIDED BY: **2023 UNITED STATES DEPT OF AGRICULTURE SOIL SURVEY OF MARTIN COUNTY AREA, FL**

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CAPRI HARBOR STUART

SOILS MAP

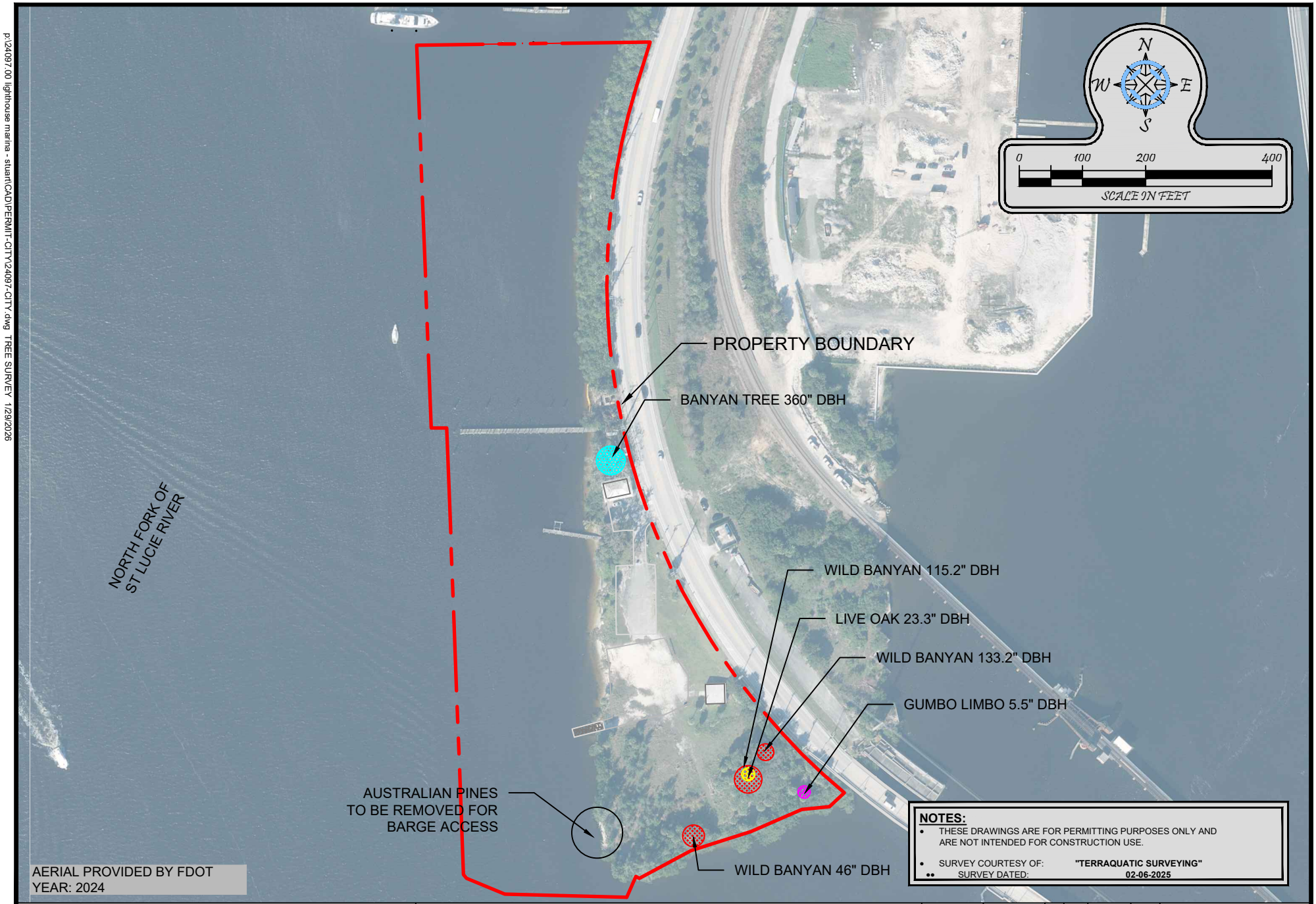
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DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	06 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg TREE SURVEY 1/29/2026



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- SURVEY DATED: **02-06-2025**

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CAPRI HARBOR STUART

TREE SURVEY

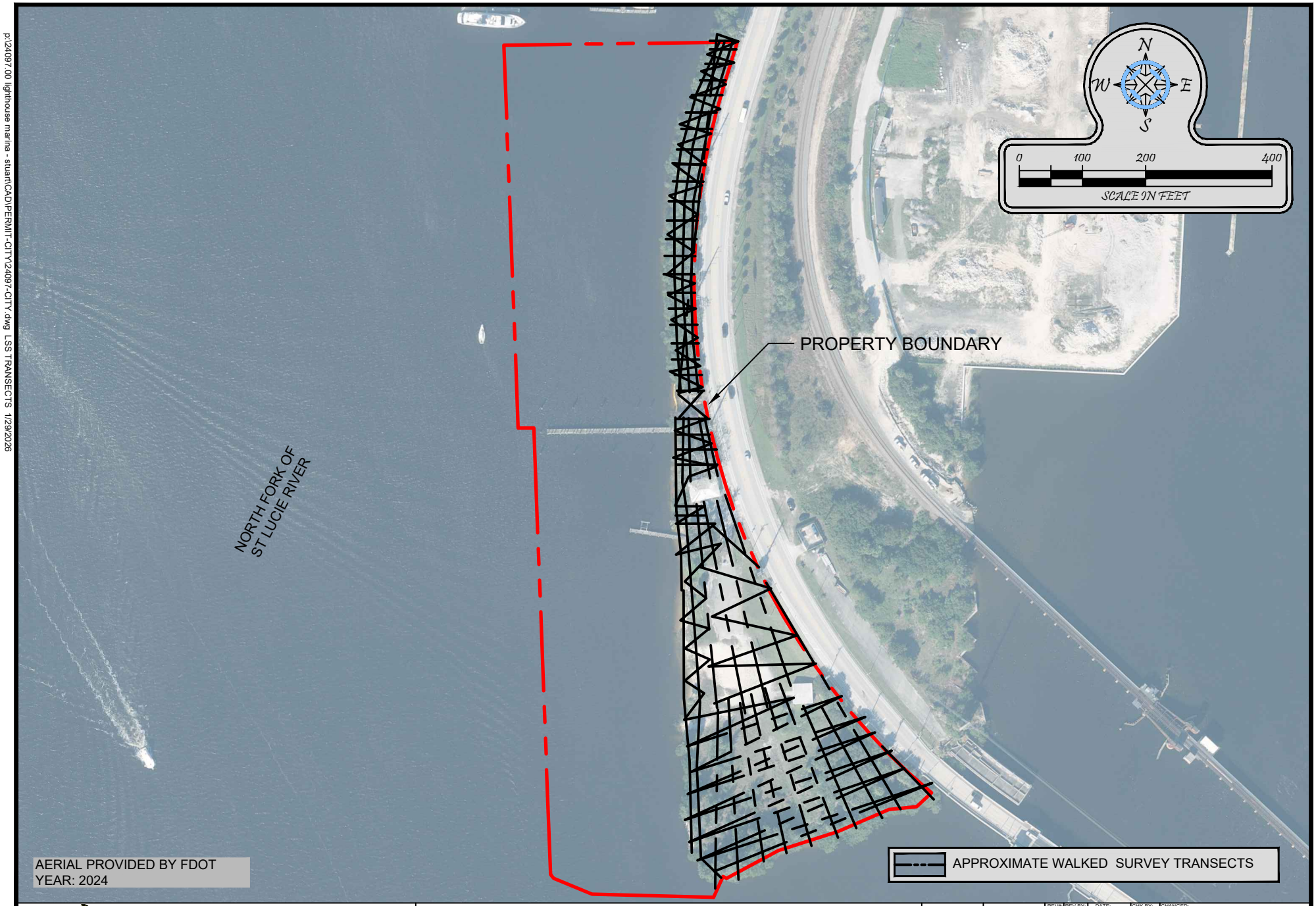
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SHEET NO.:	07 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg LSS TRANSECTS 1/29/2026



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CAPRI HARBOR STUART

LISTED SPECIES TRANSECTS

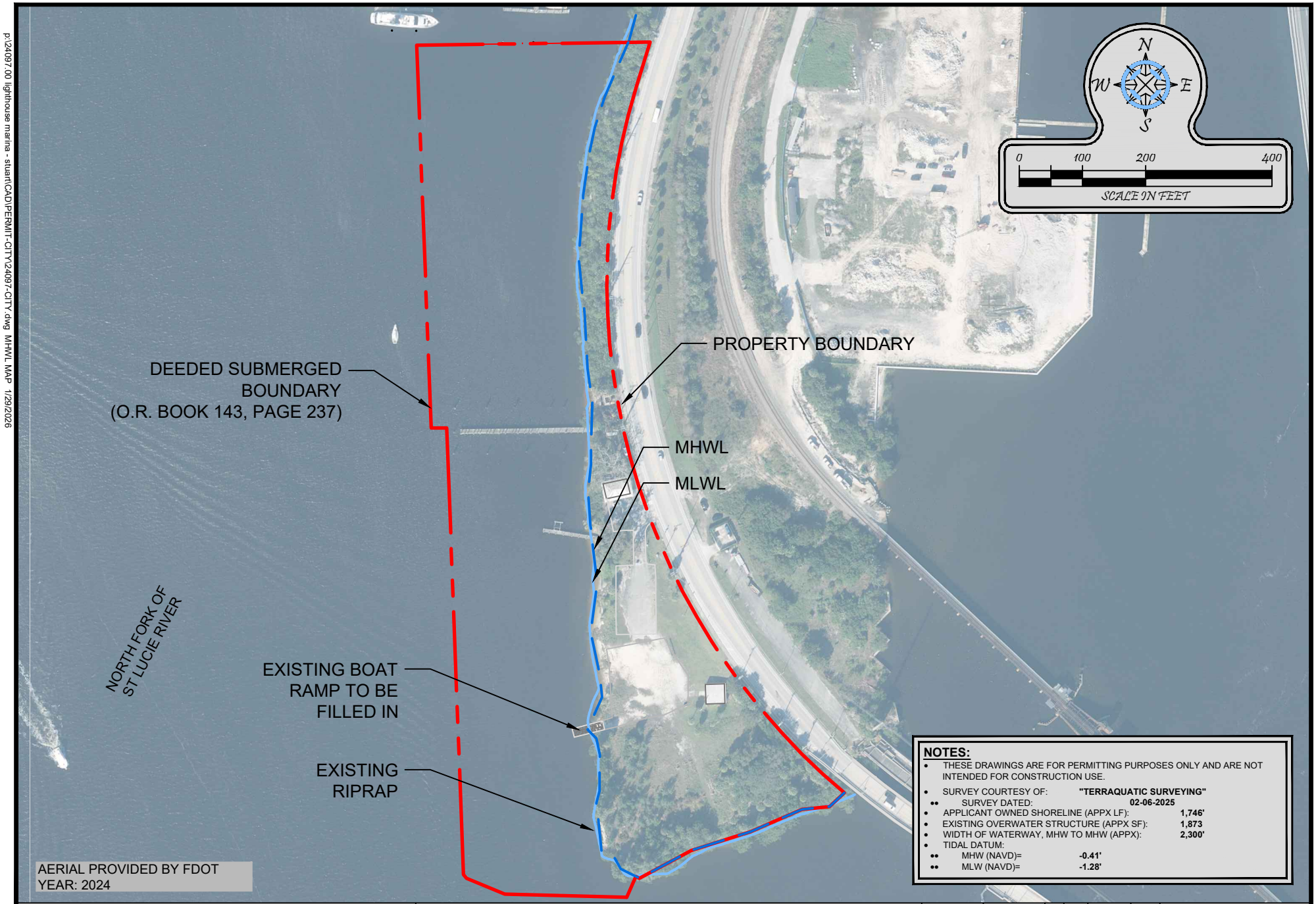
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SHEET NO.:	08 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg MHWL MAP 1/29/2026



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- SURVEY COURTESY OF: **"TERRAQUATIC SURVEYING"**
  - SURVEY DATED: **02-06-2025**
- APPLICANT OWNED SHORELINE (APPX LF): **1,746'**
- EXISTING OVERWATER STRUCTURE (APPX SF): **1,873**
- WIDTH OF WATERWAY, MHW TO MHW (APPX): **2,300'**
- TIDAL DATUM:
  - MHW (NAVD)= **-0.41'**
  - MLW (NAVD)= **-1.28'**

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CAPRI HARBOR STUART

MHWL MAP

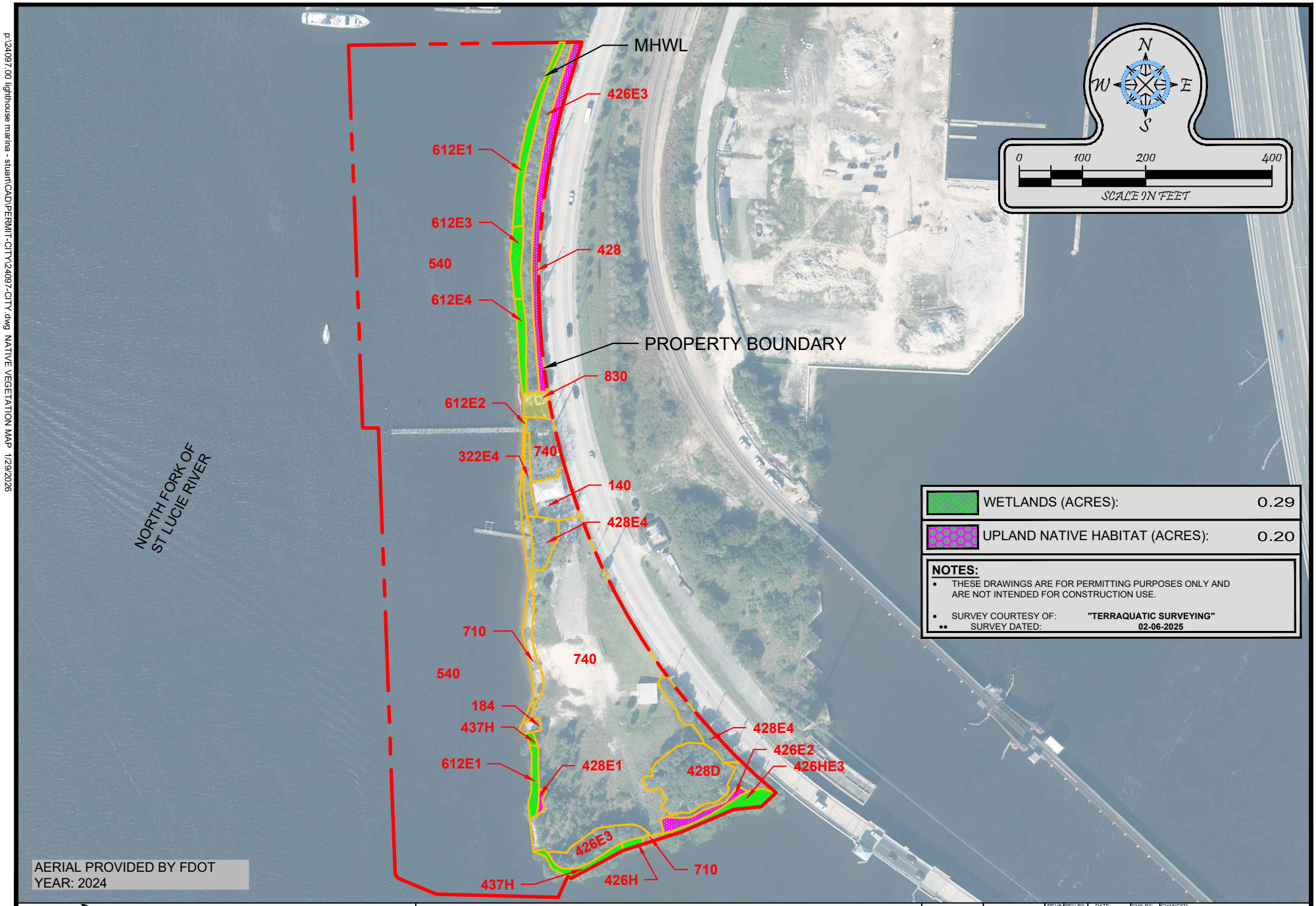
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DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	09 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg NATIVE VEGETATION MAP 1/29/2026



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CAPRI HARBOR STUART

NATIVE VEGETATION MAP

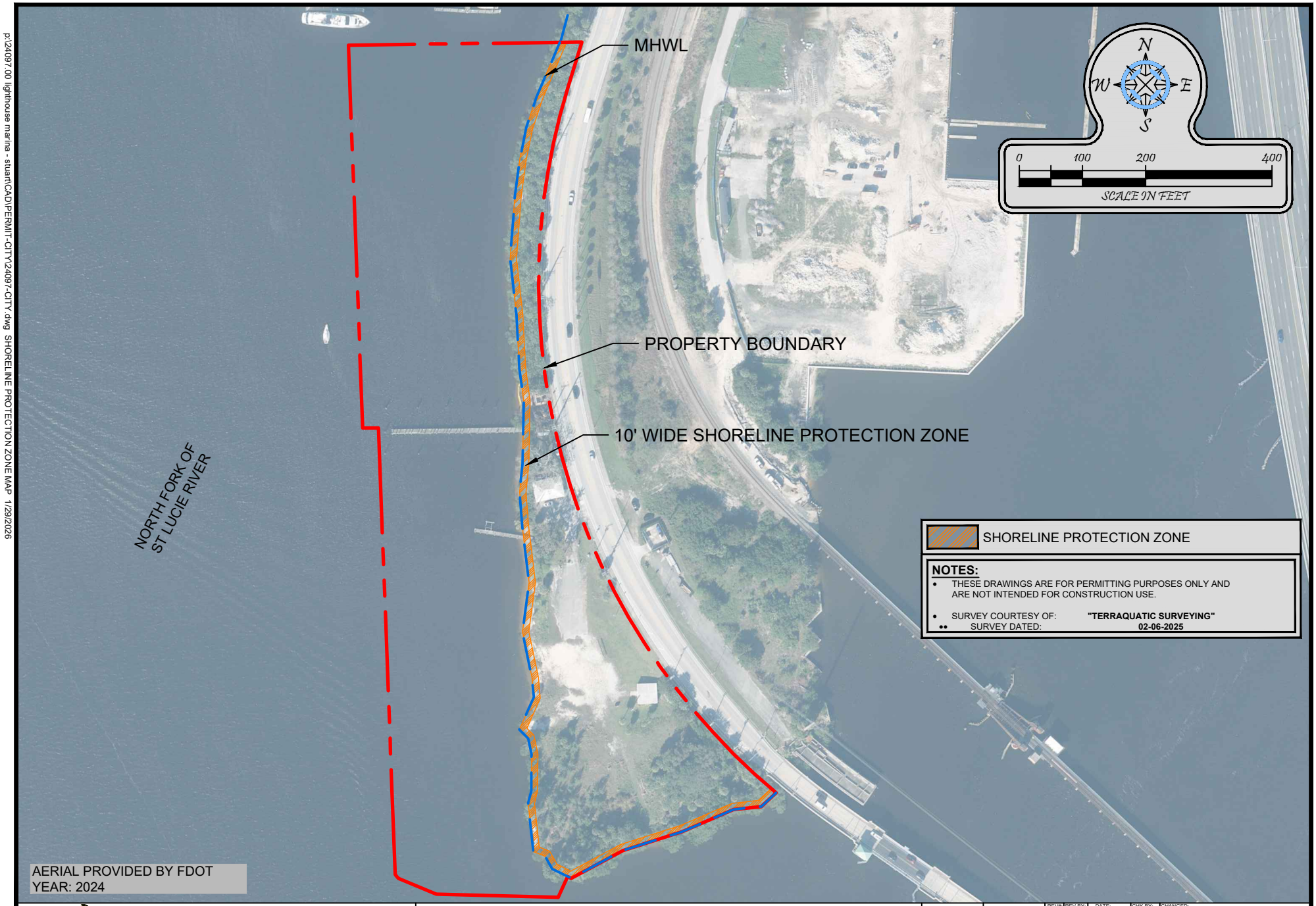
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DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	10 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg SHORELINE PROTECTION ZONE MAP 1/29/2026



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CAPRI HARBOR STUART

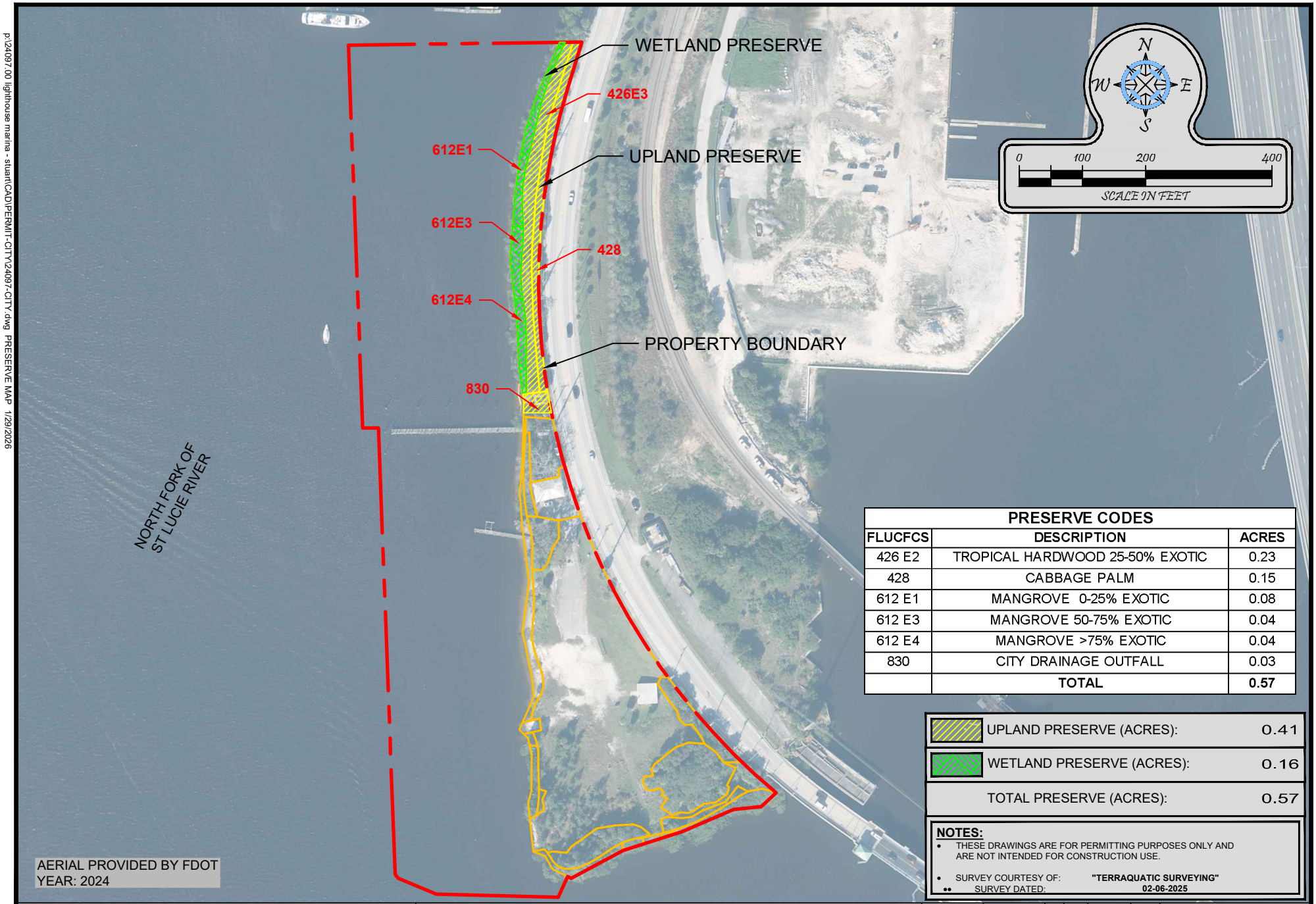
SHORELINE PROTECTION ZONE MAP

RY NO. 5875

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CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	11 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E



PRESERVE CODES		
FLUCFCS	DESCRIPTION	ACRES
426 E2	TROPICAL HARDWOOD 25-50% EXOTIC	0.23
428	CABBAGE PALM	0.15
612 E1	MANGROVE 0-25% EXOTIC	0.08
612 E3	MANGROVE 50-75% EXOTIC	0.04
612 E4	MANGROVE >75% EXOTIC	0.04
830	CITY DRAINAGE OUTFALL	0.03
	TOTAL	**0.57**

UPLAND PRESERVE (ACRES):	0.41
WETLAND PRESERVE (ACRES):	0.16
TOTAL PRESERVE (ACRES):	0.57

NOTES:

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- SURVEY DATED: **02-06-2025**

AERIAL PROVIDED BY FDOT
YEAR: 2024

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CAPRI HARBOR STUART

PRESERVE MAP

RY NO. 5875

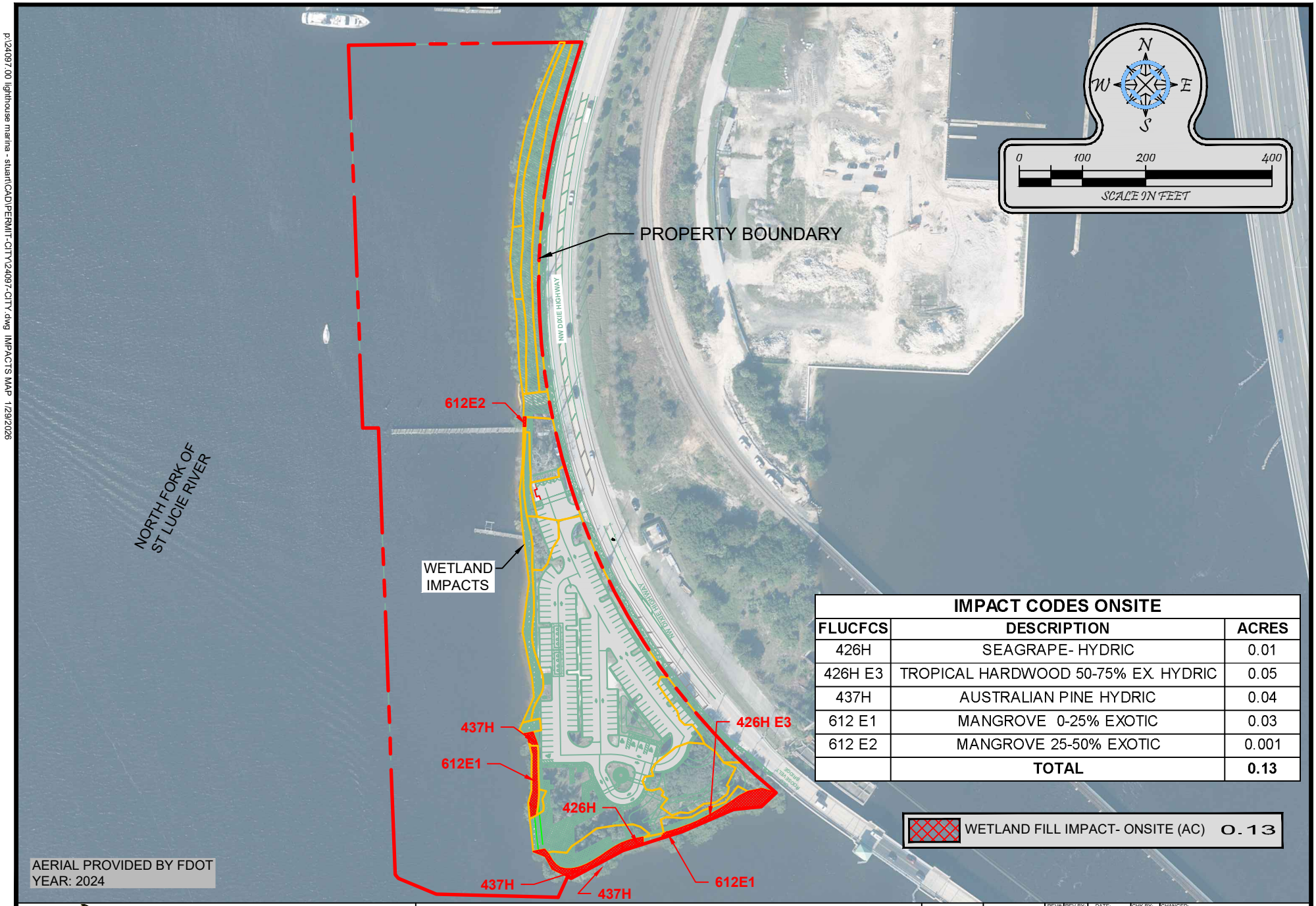
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DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	12 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg PRESERVE MAP 1/29/2026

p:\24097.00 lighthouse marina - stuart\CAD\PERMIT-CITY\24097-CITY.dwg IMPACTS MAP 1/29/2026



IMPACT CODES ONSITE		
FLUCFCS	**DESCRIPTION**	**ACRES**
426H	SEAGRAPE- HYDRIC	0.01
426H E3	TROPICAL HARDWOOD 50-75% EX. HYDRIC	0.05
437H	AUSTRALIAN PINE HYDRIC	0.04
612 E1	MANGROVE 0-25% EXOTIC	0.03
612 E2	MANGROVE 25-50% EXOTIC	0.001
	TOTAL	**0.13**

WETLAND FILL IMPACT- ONSITE (AC) 0.13

Turrell, Hall & Associates, Inc.
Marine & Environmental Consulting
3584 Exchange Ave. Naples, FL 34104-3732
Email: tuna@thanaples.com Phone: (239) 643-0166 Fax: (239) 643-6632

CAPRI HARBOR STUART

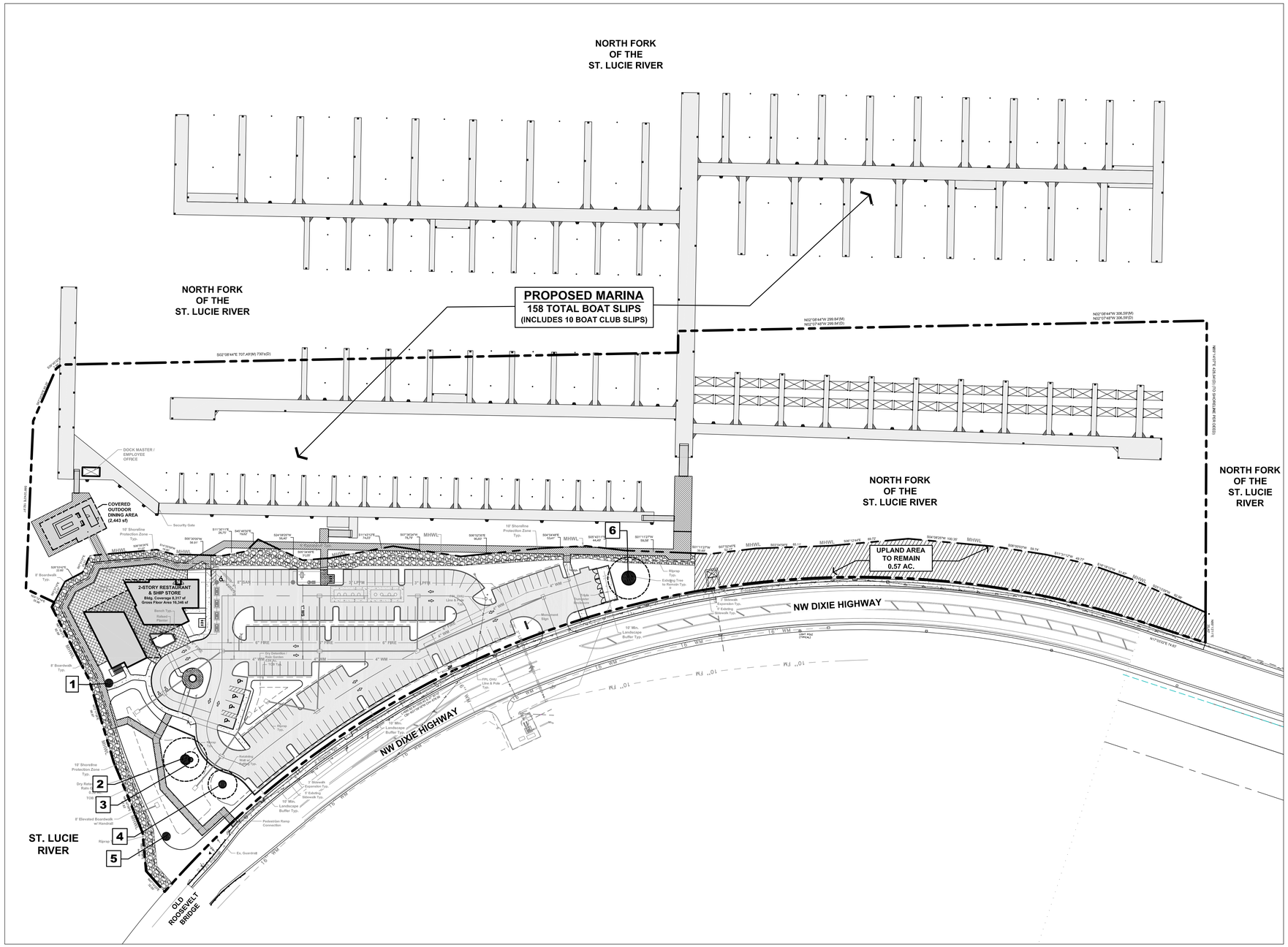
IMPACTS MAP

RY NO. 5875

THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

		REV#:	REV BY:	DATE:	CHK BY:	CHANGED:
DESIGNED:	JR	1.	-	-	-	-
DRAWN BY:	RMJ	2.	-	-	-	-
CREATED:	08-05-25	3.	-	-	-	-
JOB NO.:	24097	4.	-	-	-	-
SHEET NO.:	13 OF 13	5.	-	-	-	-

SECTION- 32,05 TOWNSHIP- 37,38S RANGE- 41E



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LA 0000905

Existing Protected Tree Chart

Tree #	Common Name	Size (DBH)	Protected	Status
1	Stangler Fig	46.0"	Yes	Remove
2	Stangler Fig	133.2"	Yes	Remain
3	Live Oak	23.3"	Yes	Remain
4	Stangler Fig	115.2"	Yes	Remain
5	Gumbo Limbo	5.5"	Yes	Remove
6	Banayan Tree	336.0"	Yes	Remain

Protected Tree Removal Summary

Protected Specimen Trees (Hardwood)

Total Inches (DBH) to be Removed	51.5 Inches
Total Inches (DBH) to be Replaced (51.5 x 2.5)	129 Inches

Legend

Existing Protected Tree to Remain

Existing Protected Tree to Removed

Notes

1. See Sheet LP-5 for Tree Protection Barricade Detail
2. See Tree Mitigation data on Sheet LP-2 for proposed replacement.

Scale: 1" = 60'

0' 30' 60' 120' 180'

North

Capri Harbor Stuart

City of Stuart
Florida

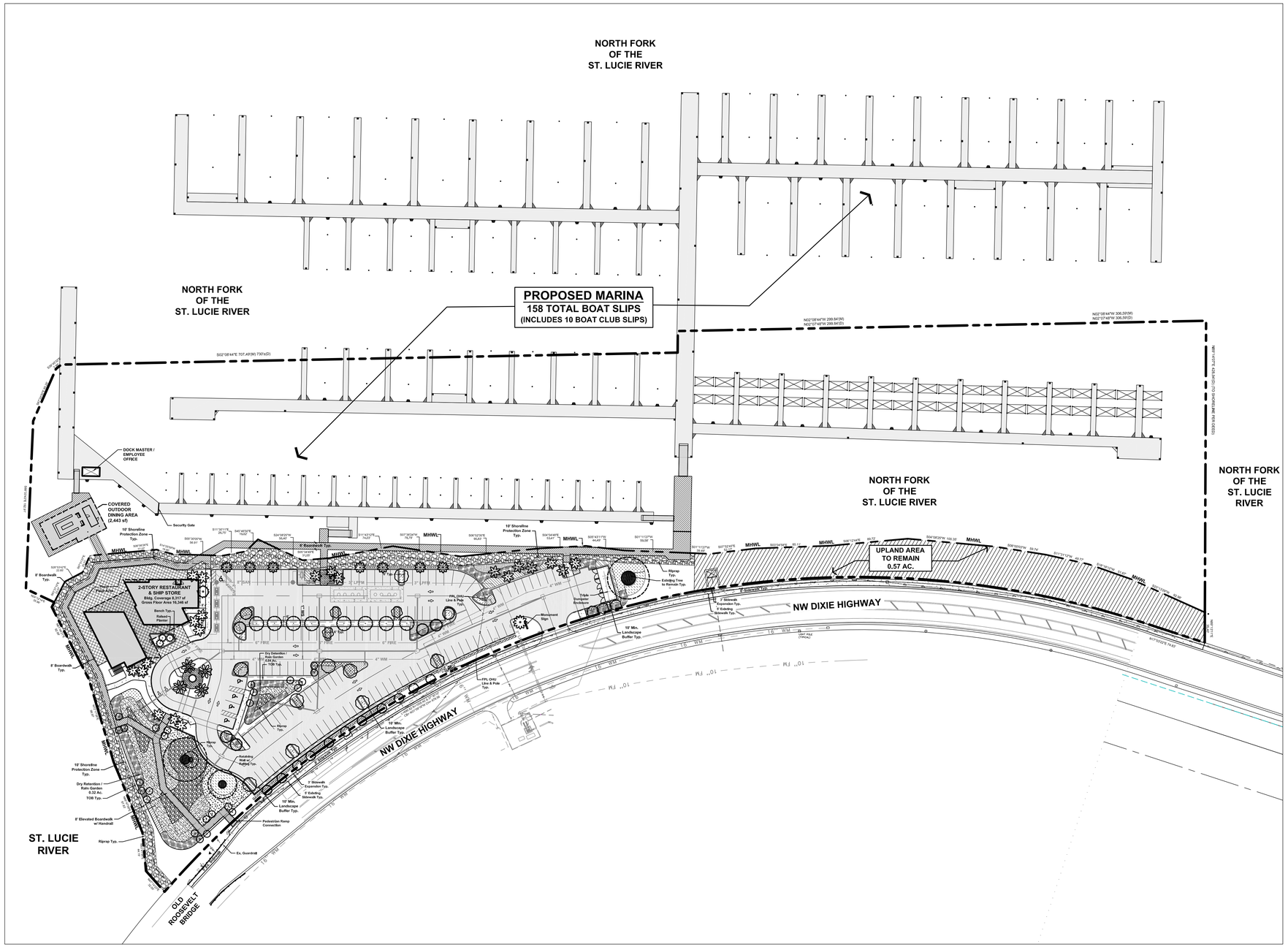
Existing Tree Survey / Removal Plan

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REGISTERED LANDSCAPE ARCHITECT
CRAIG MICHAEL HOUSTON
LA0000905
STATE OF FLORIDA

Job No.	2024-46
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	8-8-25
	10-27-25 1-28-26
Revision Dates	

LP-1



Landscape Data

Total Site Area	11.09 Ac. / 483,368 sf
- Submerged Area	7.49 Ac. / 326,492 sf
Gross Upland Area	3.60 Ac. / 156,876 sf
- Upland Area to Remain	0.57 Ac. / 24,930 sf
= Total Development Site:	3.03 Ac. / 131,946 sf
Zoning District	Urban Waterfront (UW)
Future Land Use	Downtown

* The Property is located within the Community Redevelopment Area (CRA)

Overall Landscape Area Requirement (20% of total development site)

Total Development Site	131,946 sf
Required Area (131,946 sf x 20%)	26,389 sf
Provided Area	42,130 sf

Interior Landscape Area Requirement (50% of required landscape area)

Required Overall Landscape Area	26,389 sf
Required Area (26,389 sf x 50%)	13,195 sf
Provided Area	22,406 sf

Overall Tree Requirement (1 tree per 2,500 sf of total development site)

Total Development Site	131,946 sf
Total Required Trees (131,946 sf / 2,500 sf)	53 Trees
Total Provided Trees	76 Trees
Trees	41 Trees
Palms @ 2:1 Ratio	31 Trees (62 Palms / 2)
Existing Trees	4 Trees
Total Provided Trees	76 Trees

Parking Area Landscaping adjacent to Public Right-of-Way:

A landscaped strip not less than ten feet in width shall be located between the parking area and the abutting street or right of way. 1 tree for every 30 LF of required landscape strip. A hedge, wall, berm or other durable landscape barrier placed in a continuous manner. Hedge shall be provided at 24 to 30 inches on-center.

Adjacent to NW Dixie Hwy (East Property): 420 LF

Trees Required: (420 LF / 30)	14 Trees
Trees Provided:	14 Trees

Required Landscaping between Buildings and Parking Areas:

A two & a half foot wide (2.5') min. landscape area shall be provided along the sides of the building which abut a parking area. One tree per 30 LF , a hedge & ground covers shall be included.

Building adjacent to Parking Area: 128 LF

Trees Required: (128 LF / 30)	5 Trees
Trees Provided:	5 Trees (10 Palms @ 2:1)

Interior Parking Lot Median Landscape Requirement:

Interior medians shall be landscaped with not less than one (1) tree per 20 LF.

Parking Lot Median: 162 LF

Trees Required: (162 LF / 20)	8 Trees
Trees Provided:	8 Trees

Interior / Terminal Landscape Island Requirement:

Each interior / terminal island shall contain a min. of one tree . Shrub materials used must be maintained at a max. height of 24".

Trees Required:	23 Trees
Trees Provided:	23 Trees (18 Trees + 10 Palms @ 2:1)

Landscape Tree Requirement

Shade Tree Requirement (Minimum 50% of Required Trees)

Trees Required (53 Required Trees x 50%)	27 Trees (50%)
Trees Provided	36 Trees (66%) (32 Trees + 4 Existing Trees)

Native Tree Requirement (Minimum 50% of Required Trees)

Native Trees Required (53 Required Trees x 50%)	27 Trees (50%)
Native Trees Provided	41 Trees (75%) (25 Trees + 4 Ex. Trees + 25 Palms @ 2:1)

Tree Replacement / Mitigation Data

Protected Specimen Trees (Hardwood):

Total Inches to be Removed	51.5 Inches
Required Replacement Inches (51.5 x 2.5)	129 Inches
Provided On-site Replacement Inches	165 Inches

Additional Understory Native Plantings

Ordinance # 2432-2020, Chapter V, Sec.5.05.02. C, Table 4, Additional Understory Native Plantings (See Shrub Schedule on Sheet LP-4)

(See "Additional Native Understory Plants" heading in Shrub Schedule on sheet, LP-5)

1,765 - Native Plantings @ 1 Gallon (1" per 24 plants)	73 inches
1,105 - Native Plantings @ 3 Gallon (1" per 12 plants)	92 inches

Landscape Notes

1. Plant materials used in conformance with the provisions of this landscape code shall conform to the Standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants" Part I and Part II, 1963, State of Florida, Department of Agriculture, Tallahassee.
2. Tree locations may be adjusted for site permit application based on final construction and utility plans. Alternative plant species and enhanced landscaping beyond minimum requirements may be permitted subject to review and approval by the City of Stuart prior to installation. Trees and shrubs may be substituted based on availability.
3. For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines. Large trees (height at maturity of no more than 30') from the nearest overhead power line. Medium height tree (height at maturity between 20' and 30' shall be offset at least 20') and small trees (height at maturity of less than 20') require no offset. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.
5. No tree, shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer. Tree species shall be selected as to minimize conflicts with existing or proposed utilities.
6. Ground cover used in lieu of grass shall be planted so as to present a finished appearance and reasonable complete coverage within three months of installation. All landscaped areas shall be sodded or otherwise covered with ground cover.
7. Mulch shall be installed in all planting areas to a minimum depth of three inches. The use of cypress mulch is prohibited
8. All landscaping within a visibility triangle shall provide unobstructed cross-visibility at a level between three feet and six feet and shall comply with the most current edition of the State of Florida DOT Roadway and Traffic Design Standards, Index 546 regarding visibility triangles.
9. Any hedge materials located within an interior landscaped island shall be maintained at a height of not more than 24 inches.
10. All above ground utilities shall be screened in accordance with City of Stuart requirements.
11. All required landscaping installed pursuant to this landscape code shall be installed according to accepted good planting practices.
12. All prohibited, exotic, and invasive species shall be removed from the entire site prior to the issuance of a certificate of occupancy.
13. All native vegetation which is not located in areas requiring their removal as reflected by an approved plan document shall be retained in an undisturbed state as provided in Chapter V, Resource Protection Related Development Standards.
14. To assure the health and survival of protected trees that are not to be removed, the contractor shall avoid the following kinds of tree injuries during all development activities: a. Mechanical injuries to roots, trunk, and branches; b. Injuries by chemical poisoning; c. Injuries by grade changes; d. Injuries by excavations, fill and; e. Injuries by paving.
15. Prior to any land preparation or other development activities a protective barrier easily visible to equipment operators shall be placed around all protected trees so as to encompass the entire tree protection zone.
16. No attachment, wires (other than supportive wires), signs or permits may be fastened to any protected tree.
17. No equipment, construction materials or debris of any kind shall be placed within the protective barrier.
18. 51% or more of the grass areas (sod) shall be made up drought tolerant species.

Irrigation Notes

1. All landscape & sod areas shall be irrigated by an automated system that provides 100% coverage and overlap.
2. Irrigation systems shall conform to the following standards: Irrigation systems shall be continuously maintained in working order and shall be designed not to overlap water zones or to water impervious areas.
3. No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.
4. Irrigation Water Source: Well
5. All irrigation systems must be equipped with a functional rain sensor ("rain switch") to monitor precipitation and adjust irrigation schedules accordingly.

Legend

Existing Protected Tree to Remain Typ.
(See Existing Tree Chart on Sheet LP-1 for more information)

Upland Area to Remain 0.57 Ac.

Riprap Area Typ.

Scale: 1" = 60'

0' 30' 60' 120' 180'

North

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Capri Harbor Stuart

City of Stuart Florida

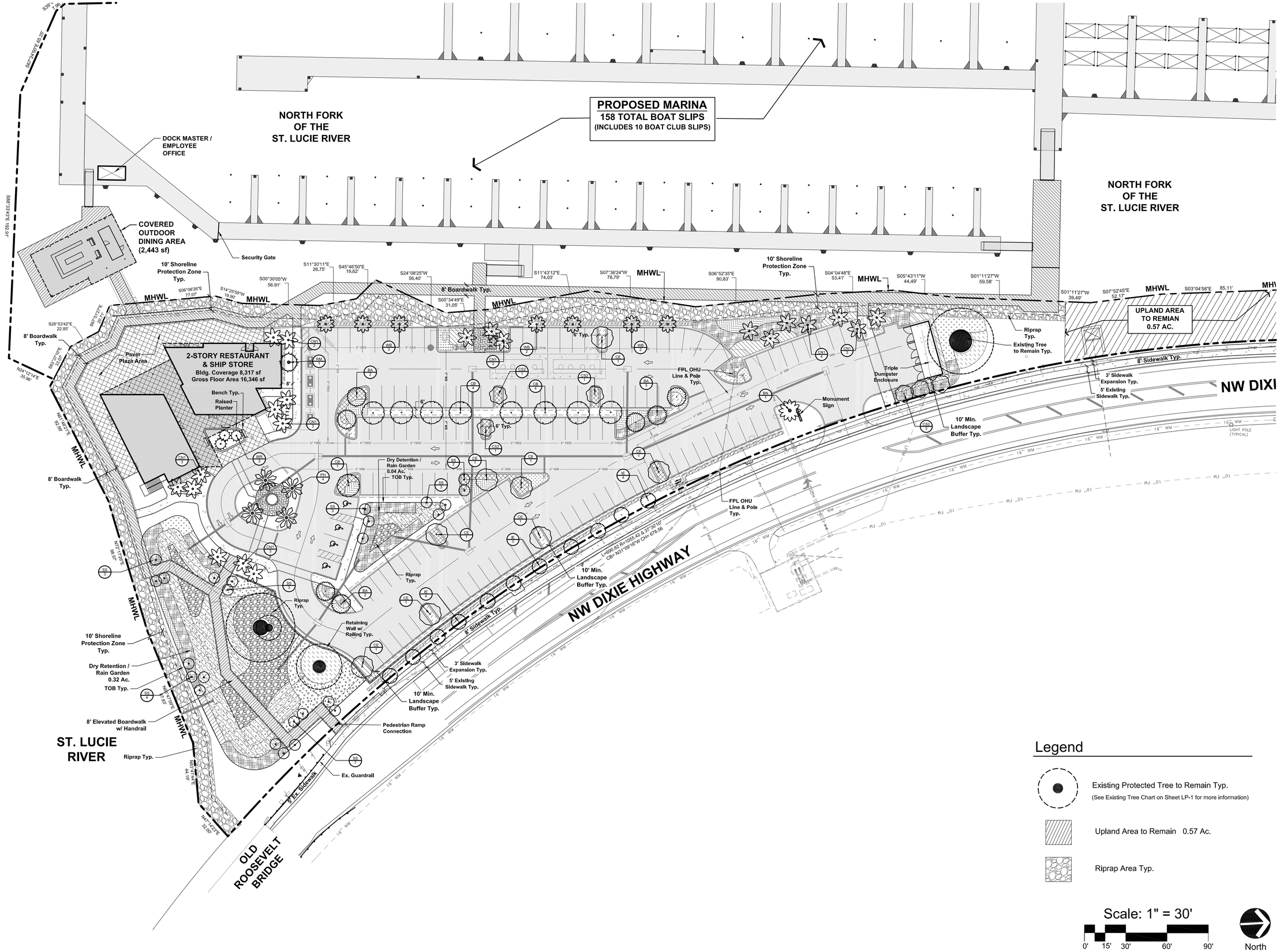
Landscape Plan

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REGISTERED LANDSCAPE ARCHITECT CRAIG MICHAEL HOUSTON LA0000905 STATE OF FLORIDA

Job No.	2024-46
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	8-8-25
	10-27-25 1-28-26
Revision Dates	

LP-2



Legend

- Existing Protected Tree to Remain Typ. (See Existing Tree Chart on Sheet LP-1 for more information)
- Upland Area to Remain 0.57 Ac.
- Riprap Area Typ.

Scale: 1" = 30'

0' 15' 30' 60' 90'

North

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Capri Harbor Stuart

City of Stuart Florida

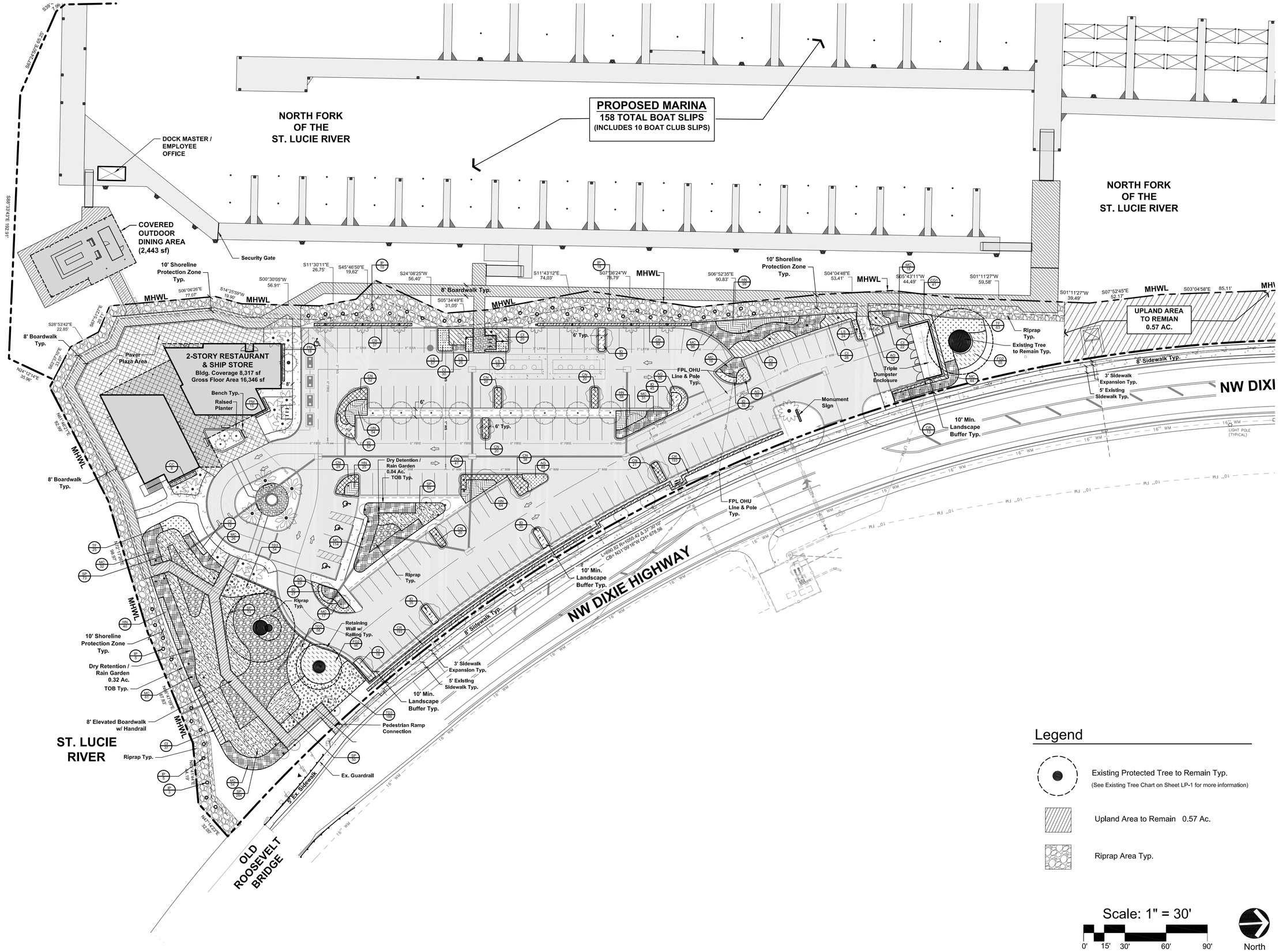
Landscape Tree Plan

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LP-3



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Capri Harbor Stuart

City of Stuart, Florida

Landscape Shrub Plan

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STATE OF FLORIDA

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Revision Dates	

Legend

- Existing Protected Tree to Remain Typ. (See Existing Tree Chart on Sheet LP-1 for more information)
- Upland Area to Remain 0.57 Ac.
- Riprap Area Typ.

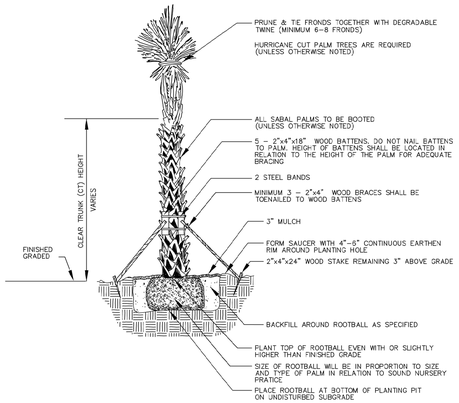
Scale: 1" = 30'

0' 15' 30' 60' 90'

North

LP-4

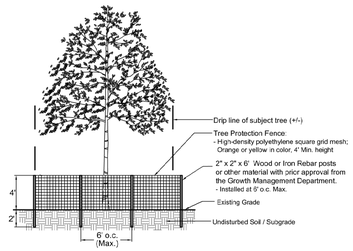
Landscape Details



PALM PLANTING DETAIL

N.T.S.

* PALMS WITH MARRED OR BURNED TRUNKS WILL NOT BE ACCEPTED

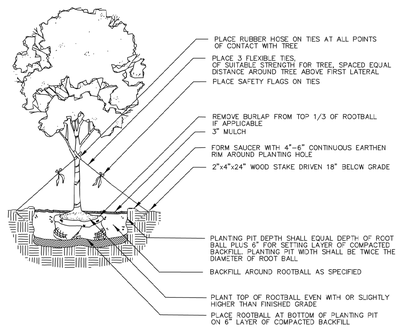


Tree Barricade Detail

N.T.S.

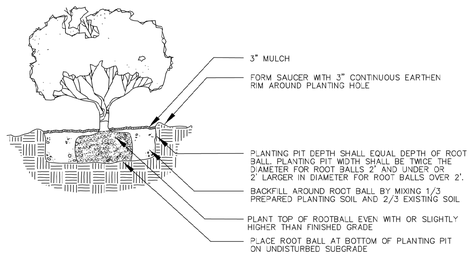
Tree Protection Notes

1. Existing trees that are to be preserved shall be barricaded according to the City of Stuart regulations.
2. Tree Protection Barricades shall be erected prior to the commencement of any work. All barricades must be maintained intact for the duration of construction.
3. Barricades must be constructed around the critical protection zone of each tree or cluster of trees.
4. During periods of development and construction, the areas within the drip-line of preserved trees shall be maintained at their original grade with pervious landscape material. Within these areas, there shall be:
   A. No trenching or cutting of roots
   B. No fill, compaction or removal of soil; and
   C. No use of concrete, paint, chemicals or other foreign substances
5. Barricades shall be constructed of a yellow or orange high density polyethylene square grid mesh fence with a min. height of 4 feet. Fencing shall be secured to posts with nylon cable ties at the top middle and bottom of each post. Posts shall be a 2"x 2" x 6' wood or iron rebar or other material with prior approval from the City of Stuart. Posts shall be spaced a max. of 6' o.c.



TREE PLANTING DETAIL

N.T.S.



SHRUB/GROUNDCOVER PLANTING DETAIL

N.T.S.

Xeriscape Landscape Requirement

To obtain a development permit, an applicant shall attain a minimum of 50 points from the following table of design options. As used in the table, "list" means the list of drought tolerant species set forth in the most current South Florida Water Management District's Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape

Design Options:	Points	Points Received
(1) Utilization of moisture sensing controller other than rain switch	5	
(2) Plan submitted with low, moderate and high water usage zones indicated on the landscape plan	5	
(3) Grass:		
25 - 50 % of the grass areas are made up of drought tolerant grass species from the list	5	
51 % or more of the grass areas are made up of drought tolerant grass species from the list	10	✱ 10
(4) Shrubs:		
25 - 50 % of the required shrubs are made up of drought tolerant species from the list	5	
51 % or more of the required shrubs are made up of drought tolerant species from the list	10	10
(5) Trees:		
25 - 50 % of the required trees are made up of drought tolerant species from the list	5	
51 % or more of the required trees are made up of drought tolerant species from the list	10	10
(6) Extra shade trees in vehicular use areas:		
25 % more than the required shade trees planted in the vehicular use areas.	5	
50 % more than the required shade trees planted in the vehicular use areas.	10	
(7) Sod area less than 50 percent of provided landscape area.	10	10
(8) Utilization of compacted mulched planting beds at least three inches in depth in all planted areas except ground covers. (Use of Cypress Mulch prohibited)	10	10

Total Points Provided: 50 Points

✱ See Landscape Note # 18.

Landscape Notes

1. Plant materials used in conformance with the provisions of this landscape code shall conform to the Standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants" Part I and Part II, 1963, State of Florida, Department of Agriculture, Tallahassee.
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18. 51% or more of the grass areas (sod) shall be made up drought tolerant species.

Irrigation Notes

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3. No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.
4. Irrigation Water Source: Well
5. All irrigation systems must be equipped with a functional rain sensor ("rain switch") to monitor precipitation and adjust irrigation schedules accordingly.

TREE SCHEDULE					
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE
TREES					
✱	BA	7	Bulnesia arborea / Verawood	12` Ht. x 6` Spr. Min., Std., 4-5` ct.	No
	CB	9	Calophyllum brasiliense / Brazilian Beautyleaf	12` HT. x 6` Spr. Min,	No
✱	CE	8	Conocarpus erectus / Green Buttonwood	12` Ht. x 6` Spr. Min., Std., 5-6` ct.	Yes
✱	CS2	6	Conocarpus erectus `Sericeus` / Silver Buttonwood	12` HT. x 6` Spr. Min,	Yes
✱	IE	11	Ilex x attenuata `Eagleston` / Eagleston Holly	12` Ht. x 6` Spr. Min., Std., 4-5` ct.	Yes
PALM TREES					
✱	BN	1	Bismarckia nobilis `Silver` / Silver Bismark Palm	8' ct. , Hvy Trunk, Full Head, Root Pruned	No
	CN1	21	Cocos nucifera `Maypan` / Coconut Palm	7 @ 6' GW, 9 @ 8' GW, 5 @ 10' GW	No
✱	PH	4	Phoenix sylvestris 'Robusta' / Wild Date Palm	12' ct., Hvy Diamond Cut Trunk, Full Head	No
✱	RM	1	Ravenala madagascariensis / Traveler Palm	B&B, 15' -18' OA, Single, Full Head, FL Fancy	No
✱	SS	25	Sabal palmetto / Cabbage Palm	7 @ 15' ct., 10 @ 17' ct., 8 @ 20' ct., Slick Trunks	Yes
✱	WR	3	Washingtonia robusta / Mexican Fan Palm	1 @ 14' ct., 16' ct. & 18' ct., Single Specimen, Full Head	No
	WB	7	Wodyetia bifurcata / Foxtail Palm	11' - 12' ct., Single, Hvy Trunk, Full Head	No

✱ **Drought Tolerant Tree Species**
(per most current SFWMD Waterwise, South Florica Landscapes, Lancscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Required Trees 53 Trees
Drought Tolerant Trees Provided 48 Trees (89%)
(32 Trees + 33 Palms @ 2:1)

PLANT SCHEDULE						
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	DETAILS	NATIVE	SPACING
VINE						
IP	41	Ipomoea pes-caprae / Railroad Vine	1 gal. , 12" - 18" Spr., Full		Yes	30" o.c.
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE		SPACING
SHRUB AREAS						
FG2	151	Farfugium japonicum giganteum / Giant Leopard Plant	3 gal., 18" - 20" Ht., Full	No		30" o.c.
LS	141	Liriope muscari `Super Blue` / Super Blue Liriope	1 gal., 10-12" HT., Full	No		18" o.c.
ADDITIONAL NATIVE UNDERSTORY PLANTS						
AG	305	Arachis glabrata / Perennial Peanut	1 gal., 8" - 12" Spr., Full	Yes		16" o.c.
CI	235	Chrysobalanus icaco `Horizontal` / Horizontal Cocoplum	3 gal., 14" - 16" Ht., Full	Yes		30" o.c.
CN	260	Clusia rosea `Nana` / Dwarf Pitch Apple	3 gal., 12 - 14" HT. x 12 - 14" Spr., Full	Yes		24" o.c.
HN	340	Hamelia nodosa / Dwarf Firebush	3 gal., 14" - 16" Ht., Full	Yes		24" o.c.
ID	270	Ilex vomitoria `Schillings Dwarf` / Dwarf Schillings Holly	3 gal., 10-12" HT. x 10-12" Spr., Full	Yes		18" o.c.
MC	532	Muhlenbergia capillaris / Pink Muhly	1 gal., 16-18" HT., Full	Yes		36" o.c.
SP	540	Spartina bakeri / Sand Cord Grass	1 gal., 16-18" HT., Full	Yes		36" o.c.
TF	88	Tripsacum dactyloides / Fakahatchee Grass	1 gal., 16-18" HT., Full	Yes		36" o.c.
TD3	300	Tripsacum floridanum / Dwarf Fakahatchee	1 gal., 14 - 16" Ht., Full	Yes		30" o.c.
REQUIRED SHRUBS						
CC	8	Chamaedorea cataractarum / Cascade Palm	7 gal., 42" - 48" Ht., Multi, Full	No		36" o.c.
✱ CR	301	Chrysobalanus icaco `Red Tip` / Red Tip Cocoplum	3 gal., 20 - 24" Ht., Full	Yes		24" o.c.
✱ CG1	41	Clusia guttifera / Small-Leaf Clusia	7 gal., 36" - 48" Ht., full	Yes		30" o.c.
PM	34	Podocarpus macrophyllus / Yew Pine	7 gal., 36" Ht. x 24" Spr., Full	No		18" o.c.

✱ **Drought Tolerant Shrub Species**
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Required Shrubs 384 Shrubs
Drought Tolerant Shrubs Provided 342 Shrubs (89%)

Native Shrub Requirement (50% Minimum)

Total Required Shrubs 384 Shrubs
Native Shrubs Provided 342 Shrubs (89%)

REGISTERED LANDSCAPE ARCHITECT CRAIG MICHAEL HOUSTON LA0000905 STATE OF FLORIDA

Scale: 1" = 30'
0' 15' 30' 60' 90'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

Capri Harbor Stuart

City of Stuart Florida

Landscape Specifications

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The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	2024-46
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	8-8-25
	10-27-25 1-28-26
Revision Dates	

LP-5

CONSTRUCTION PLANS AND SPECIFICATIONS

FOR

CAPRI HARBOR STUART



LOCATION MAP

NOTES:
THESE PLANS ARE IN ENGLISH UNITS
ALL ELEVATIONS HEREIN REFERENCE N.A.V.D. 1988 DATUM. ADD 1.48 FEET TO CONVERT TO N.G.V.D. 1929 DATUM. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF STUART STANDARDS AND SPECIFICATIONS.

CITY OF STUART OFFICIALS

MAYOR	**CHRISTOPHER COLLINS**
VICE MAYOR	**SEAN REED**
COMMISSIONER	**EULA CLARKE**
COMMISSIONER	**LAURA GIOBBI**
COMMISSIONER	**CAMPBELL RICH**

OWNER

CAPRI HARBOR LIGHTHOUSE MARINA LP
13333 3RD AVENUE SOUTH, SUITE 505
NAPLES, FL 34102

ENGINEER

MR. JOSEPH W. CAPRA, P.E.
CAPTEC ENGINEERING, INC.
301 NW FLAGLER AVENUE
P.E. NO. 37638
STUART, FLORIDA 34994
PHONE: (772) 692-4344
FAX: (772) 692-4341

PLANNER

HJA DESIGN STUDIO
3500 SW CORPORATE PARKWAY,
SUITE 203, PALM CITY, FL 34990

ARCHITECT

MHK ARCHITECTURE
2059 TAMIAMI TRAIL EAST,
NAPLES, FL 34112

SURVEYOR

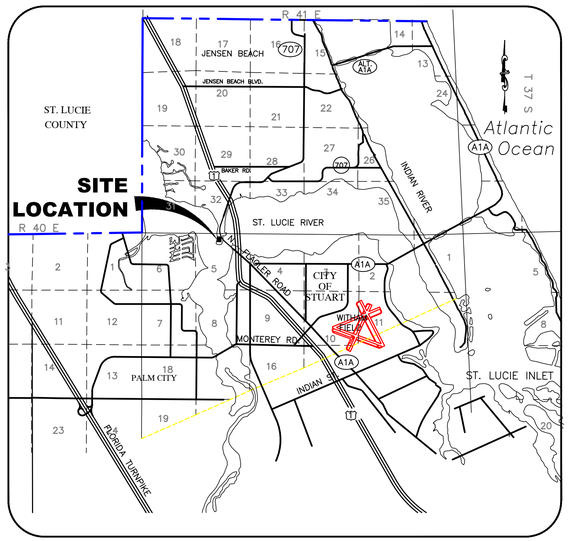
CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991

CITY OF STUART - FLORIDA

LYING IN

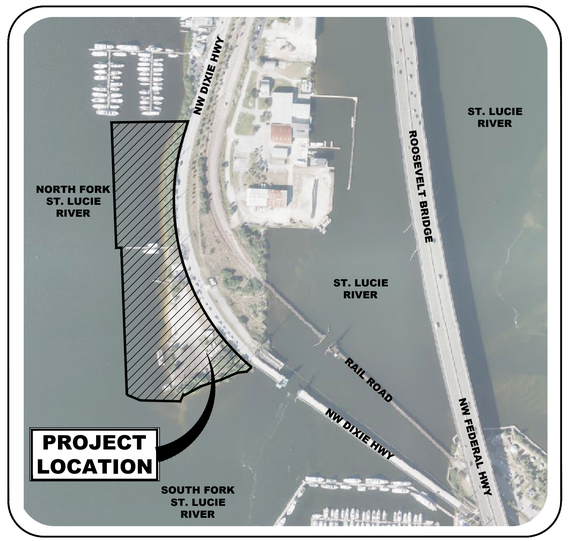
SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST

MARTIN COUNTY, FLORIDA



VICINITY MAP

NTS



LOCATION MAP

NTS

SHEET INDEX

Sheet Number	Sheet Title
1	COVER
2	EROSION CONTROL AND DEMOLITION PLAN
3	HORIZONTAL CONTROL & STRIPING
4	PAVING, GRADING AND DRAINAGE PLAN
5	UTILITY PLAN
6	SECTIONS
7	PROFILE AND SECTIONS
8	PAVING, GRADING & DRAINAGE DETAILS
9	UTILITY DETAILS
10	UTILITY DETAILS
11	UTILITY DETAILS
12	UTILITY DETAILS
13	UTILITY DETAILS
14	GENERAL NOTES

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CITY OF STUART RESUMITTAL 3/2/26

CAPRI HARBOR STUART - PROJECT NO. 2122

CAPRI HARBOR STUART - PROJECT NO. 2122

052122 Capri Harbor Lighthouse Marina\DWG\2122 - Cover.dwg, 3/2/2026 4:45:19 PM

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO CITY OF STUART, SFWMD, FDEP AND FDOT STANDARD SPECIFICATIONS AND REQUIREMENTS, WHICHEVER IS MORE STRINGENT.
2. ELEVATIONS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). PROPERTY CORNERS SHALL BE LOCATED BY A LICENSED LAND SURVEYOR AND CLEARLY MARKED IN THE FIELD PRIOR TO THE PRE-CONSTRUCTION MEETING FOR SITE DEVELOPMENT.
3. AUTHORIZATION TO INSTALL EROSION CONTROL DEVICES WILL BE GRANTED AT THE PRE-CONSTRUCTION MEETING. THIS AUTHORIZATION SHALL BE POSTED ONSITE IN THE PERMIT BOX, ITS LOCATION IS SHOWN IN THE PLAN VIEW ON THIS PAGE AT THE PROJECT ENTRANCE ON NW DIXIE HWY (CITY ROAD).
4. NO ADDITIONAL LAND CLEARING SHALL COMMENCE UNTIL A SATISFACTORY INSPECTION OF THE REQUIRED EROSION CONTROL BARRICADES HAS BEEN OBTAINED.
5. CLEARING LIMITS ARE APPROXIMATE AND WILL BE ADJUSTED ON SITE TO PRESERVE EXISTING PROTECTED TREES.
6. ALL CONSTRUCTION BARRICADES AND SILT FENCES WILL REMAIN IN PLACE AND SHALL BE MONITORED FOR COMPLIANCE BY THE PERMIT HOLDER DURING THE PERMITTED DEVELOPMENT ACTIVITIES.
7. SOIL STABILIZATION SHALL BE COMPLETED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION ACTIVITIES CAUSING VEGETATION REMOVAL. TEMPORARY SEED AND MULCH AND/OR SOD SHALL BE APPLIED TO ALL CLEARED AREAS.
8. THE PROPOSED LAND CLEARING DEBRIS METHOD SHALL BE CHIPPED ON SITE FOR OFF-SITE DISPOSAL.
9. CONTRACTOR WILL MAKE EVERY EFFORT TO UTILIZE EXISTING DISTURBED AND/ OR CLEARED AREAS ON SITE.
10. ANY PROTECTED TREES WILL BE IDENTIFIED AND MITIGATED FOR ON THE LANDSCAPE PLANS
11. PRIOR TO SCHEDULING A FINAL INSPECTION FOR THE INFRASTRUCTURE, ALL BARRICADES AND EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
12. CONTRACTOR SHALL OBTAIN A CITY OF STUART RIGHT-OF-WAY USE PERMIT FOR ALL WORK PERFORMED WITHIN THE ROAD RIGHT-OF-WAY.
13. ALL EXISTING COS UTILITIES PROPOSED TO BE REMOVED WILL BE DONE PER COS SPECIFICATIONS/REQUIREMENTS.

LEGEND

- PROJECT BOUNDARY LINE
- FLOOD ZONE LINE
- EXIST. EDGE OF PAVEMENT
- EXIST. ASPHALT (ON-SITE)
- EXIST. GRAVEL
- EXIST. OVERHEAD UTILITIES
- EXIST. FENCE
- EXIST. GUARD RAIL
- EXIST. SHORE LINE
- EXIST. SIDEWALK
- PROPOSED SAFETY FENCE
- PROPOSED SILT FENCE
- CLEARING LIMITS

NORTH FORK OF THE ST. LUCIE RIVER

ST. LUCIE RIVER

NW DIXIE HWY (FORMERLY US#1)

SILT FENCE (TYP.)

PROJECT BOUNDARY LINE

EXISTING BOAT RAMP (TO BE REMOVED)

EXISTING DOCK (TO BE REMOVED)

EXISTING BOAT LIFT (TO BE REMOVED)

ALL EXISTING PILINGS (TO BE REMOVED)

EXISTING GRINDER & LPFM (REMOVAL TO BE COORDINATED WITH COS STAFF)

MEAN HIGH WATER LINE ELEVATION -0.41 FEET, NAVD88 AS LOCATED ON 12/18/2024

EXISTING ANCHOR POLE (TO REMAIN)

EXISTING WOOD SERVICE POLE (TO BE REMOVED)

EXISTING ELECTRICAL BOX (TO BE REMOVED)

EXISTING CONCRETE PAD (TO BE REMOVED)

EXISTING OVER HEAD WIRES

EXISTING CONCRETE POWER POLE (TO REMAIN)

EXISTING ASPHALT (TO BE REMOVED)

EXISTING GRAVEL (TO BE REMOVED)

EXISTING BUILDING (TO BE REMOVED)

PERMIT SIGN

EXISTING GATES (TO BE REMOVED)

EXISTING WELL (TO BE REMOVED)

EXISTING UTILITY RISER

EXISTING BANYAN TREE (TO BE REMAIN)

EXISTING METER & BFV (TO BE REMOVED)

EXISTING FIRE HYDRANT & BFV

EXISTING GUY ANCHOR

EXISTING CONCRETE POWER POLE

EXISTING ROAD SIGN (REDUCE SPEED AHEAD)

EXISTING WOOD POWER POLE (TO BE REMOVED)

EXISTING BRIDGE WARNING LIGHTS

EXISTING WOOD POWER POLE

EXISTING SIGN (TO BE REMOVED)

EXISTING STANGLER FIG TREE (TO BE REMOVED)

EXISTING FPL ANCHOR POLE (TO BE REMOVED)

EXISTING ROAD SIGN (SPEED LIMIT)

EXISTING BUILDING (TO BE REMOVED)

MONITORING WELL

EXISTING SIDEWALK

EXISTING OVER HEAD WIRES (TO BE REMOVED)

EXISTING STRANGLER FIG TREE (TO REMAIN)

EXISTING STRANGLER FIG TREE (TO REMAIN)

EXISTING LIVE OAK TREE (TO REMAIN)

EXISTING GUMBO LIMBO TREE (TO REMAIN)

EXISTING CONCRETE POWER POLE

EXISTING BELL SYSTEM MANHOLE

EXISTING CONCRETE POWER POLE

EXISTING ROAD SIGN (SLIPPERY WHEN WET)

EXISTING ROAD SIGN (BICYCLE SHARE THE ROAD SIGN)

EXISTING SIGN (ST. LUCIE RIVER)

EXISTING TRAFFIC LIGHT & DRAWBRIDGE MAST ARM SIGNAL

EXISTING GUARD RAIL

EXISTING BRIDGE GATE

EXISTING WOOD POWER POLE (NEED TO CHECK LOCATION

EXISTING CONCRETE POWER POLE (TO BE REMOVED)

EXISTING CONCRETE POWER POLE

EXISTING SEWER LINE TO BE ABANDONED AND GROUTED IN PLACE WITHIN THE RIGHT-OF-WAY

STABILIZED CONSTRUCTION ENTRANCE (SEE DETAIL)

"PARCEL 7" (SUBMERGED)

ITEM 24
BII EXCEPTIONS
TITLE COMMITMENT
2508494FL-A

"PARCEL 7" (UPLAND)
05-38-41-000-000-00040-5
50. NW DIXIE HWY, URBAN REDEV'T GRP. OF STRT INC

PARCEL 7
(BY OTHERS)

PARCEL 7
(PER DEED O.R. BOOK 143, PAGE 327)

SUBMERGED LAND LINE OR FDEP PERMIT LINE– SEE SUBMERGED LAND NOTES

SUBMERGED LAND LINE – SEE SUBMERGED LAND NOTES

SUBMERGED LAND LINE

FLOOD ZONE AE(7)

FLOOD ZONE AE(8)

FLOOD ZONE AE(8)

FLOOD ZONE AE(9)

BENCH MARK
NAIL/DISK 5102
EL=10.99' NAVD88
N. 1044033.782
E. 896102.069

BENCH MARK
BRASS DISK X-231
EL=17.40' NAVD88
N. 1043831.955
E. 896280.734

N. 1/4 CORNER
SECTION 5-38-41
FOUND 4" CONCRETE
MONUMENT NO ID.
CON#30264
N. 1044380.567
E. 896344.937

CENTER SECTION LINE
SECTION 32-37-41

32-37-41-004-000-00030-9
5-6 NW DIXIE HWY, TREASURE COAST INSTITUTE OF OCEANOGRAPHY, INC.

RIGHT OF WAY LINE PER FDOT MAP SECTION 89010-2501 DATED 1960

RIGHT OF WAY PER FDOT MAP SECTION 89010-2501 DATED 1960

EASEMENT ORB 109/47

LOT B

OLD 30' RIGHT OF WAY

SIDEWALK AND CURB

RIP RAP

CONTROL STRUCTURE IMPROVEMENTS (NOTE WITH NO KNOWN PERMISSIBLE EASEMENT)

FLOOD ZONE AE(7)

FLOOD ZONE AE(8)

MEAN HIGH WATER LINE N. 1044385.60 E. 895889.01

MEAN HIGH WATER LINE ELEVATION -0.41 FEET, NAVD88 AS LOCATED ON 12/18/2024

S89°22'34"W 378.41(M)
S89°22'34"W 378.41(D)
(FROM SE CORNER OF LOT 1 PB 1, PG 41 TO WESTERN LIMIT OF SUBMERGED LINE)

S89°22'34"W 319.(M)
S89°22'34"W 319.(D)
S89°22'30"W 319.(D)
S89°22'34"W 319'(M)
S89°22'34"W 319'(D)

S89°22'34"W 378.41(M)
S89°22'34"W 378.41(D)

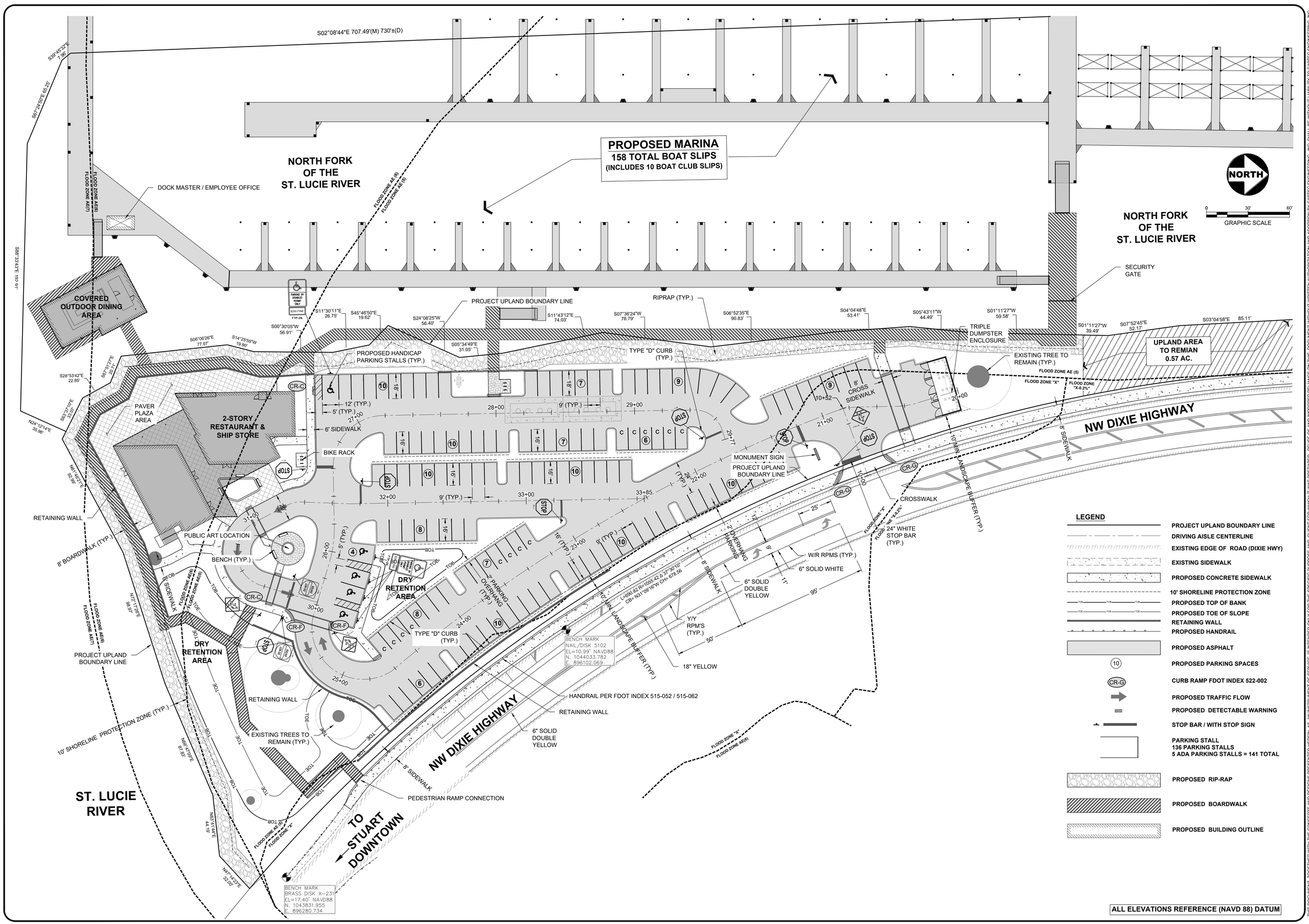
S89°22'34"W 319.(M)
S89°22'34"W 319.(D)

S89°22'30"W 319'(D)

S89°22'34"W 319'(M)

S89°22'34"W 319'(D)

S89°22'34"W 319.(M)
S89°22'34"W 319.



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Stuart, Florida 34994
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Fax: (772) 692-4341
Engineering Business No. EB-0007657

DATE: 8/8/25
DRAWN BY: RC
DESIGNED BY: RC
CHECKED BY: JWC
PROJECT No.: 2122
HORZ. SCALE: 1" = 30'
VERT. SCALE: N/A
CADD FILE: S:\PROJECTS\2122\DWGS\

NO.	DATE	BY	REVISIONS
6	3/2/26	RC	CITY OF STUART RESUBMITTAL
5	2/3/26	RC	FDEP PERMIT SET
4	1/23/26	RC	CITY OF STUART RESUBMITTAL
3	12/12/25	RC	FDEP PERMIT SET
2	10/24/25	RC	CITY OF STUART RESUBMITTAL
1	8/8/25	RC	CITY OF STUART SUBMITTAL

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALES AND DIMENSIONS ACCORDINGLY

CAPRI HARBOR STUART
CITY OF STUART, FLORIDA

HORIZONTAL CONTROL & STRIPING

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

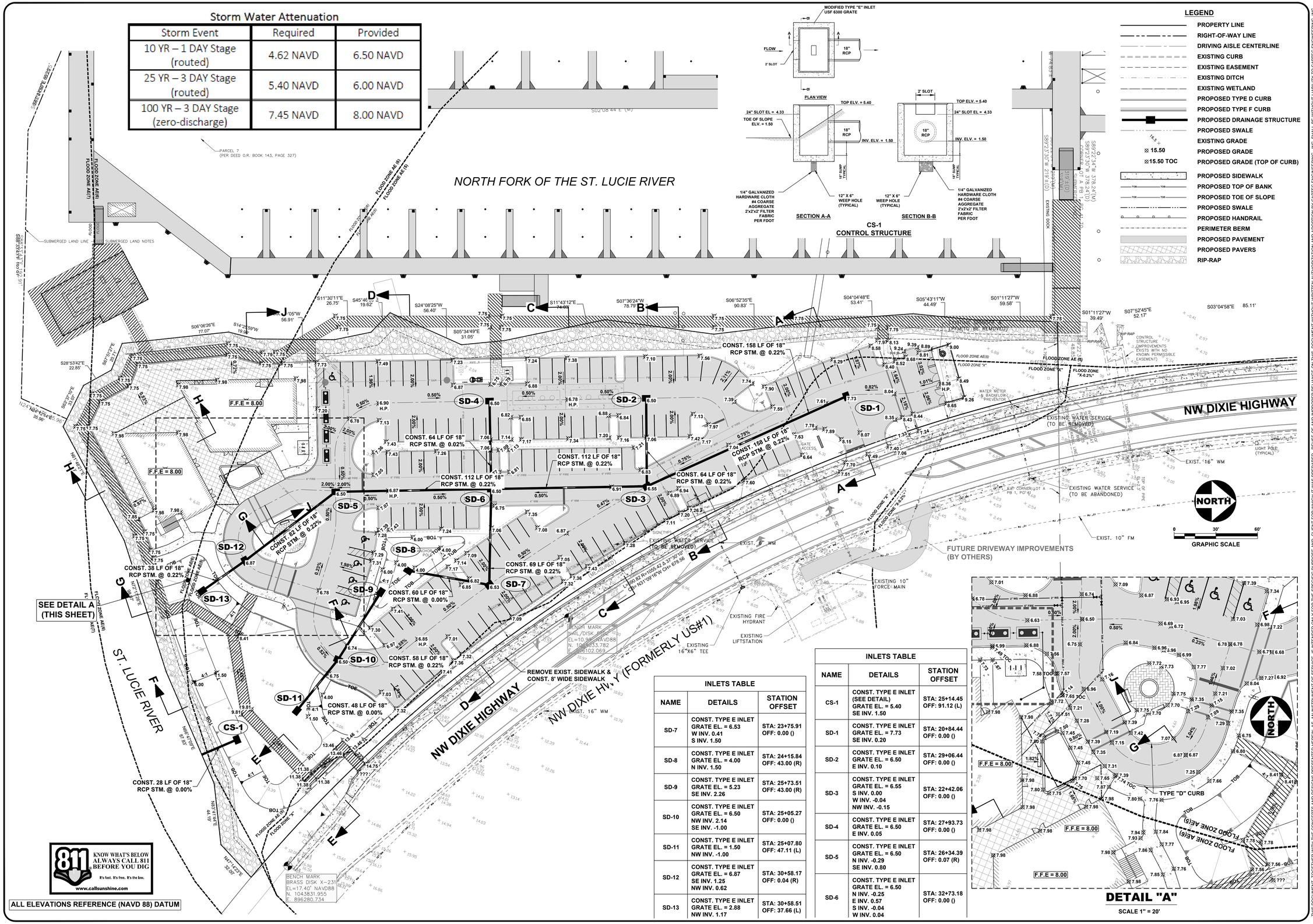
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0032122 Capri Harbor Lighthouse Marina\DWGS\2122 - HORIZONTAL CONTROL & STRIPING.dwg, 3/2/2026 1:45:26 PM

Storm Water Attenuation

Storm Event	Required	Provided
10 YR – 1 DAY Stage (routed)	4.62 NAVD	6.50 NAVD
25 YR – 3 DAY Stage (routed)	5.40 NAVD	6.00 NAVD
100 YR – 3 DAY Stage (zero-discharge)	7.45 NAVD	8.00 NAVD



LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- DRIVING AISLE CENTERLINE
- EXISTING CURB
- EXISTING EASEMENT
- EXISTING DITCH
- EXISTING WETLAND
- PROPOSED TYPE D CURB
- PROPOSED TYPE F CURB
- PROPOSED DRAINAGE STRUCTURE
- PROPOSED SWALE
- EXISTING GRADE
- ⊠ 15.50 PROPOSED GRADE
- ⊠15.50 TOC PROPOSED GRADE (TOP OF CURB)
- PROPOSED SIDEWALK
- PROPOSED TOP OF BANK
- PROPOSED TOE OF SLOPE
- PROPOSED SWALE
- PROPOSED HANDRAIL
- PERIMETER BERM
- PROPOSED PAVEMENT
- PROPOSED PAVERS
- RIP-RAP

INLETS TABLE

NAME	DETAILS	STATION OFFSET
SD-7	CONST. TYPE E INLET GRATE EL. = 6.53 W INV. 0.41 S INV. 1.50	STA: 23+75.91 OFF: 0.00 ()
SD-8	CONST. TYPE E INLET GRATE EL. = 4.00 N INV. 1.50	STA: 24+15.84 OFF: 43.00 (R)
SD-9	CONST. TYPE E INLET GRATE EL. = 5.23 SE INV. 2.26	STA: 25+73.51 OFF: 43.00 (R)
SD-10	CONST. TYPE E INLET GRATE EL. = 6.50 NW INV. 2.14 SE INV. -1.00	STA: 25+05.27 OFF: 0.00 ()
SD-11	CONST. TYPE E INLET GRATE EL. = 1.50 NW INV. -1.00	STA: 25+07.80 OFF: 47.11 (L)
SD-12	CONST. TYPE E INLET GRATE EL. = 6.87 SE INV. 1.25 NW INV. 0.62	STA: 30+58.17 OFF: 0.04 (R)
SD-13	CONST. TYPE E INLET GRATE EL. = 2.88 NW INV. 1.17	STA: 30+58.51 OFF: 37.66 (L)

INLETS TABLE

NAME	DETAILS	STATION OFFSET
CS-1	CONST. TYPE E INLET (SEE DETAIL) GRATE EL. = 5.40 SE INV. 1.50	STA: 25+14.45 OFF: 91.12 (L)
SD-1	CONST. TYPE E INLET GRATE EL. = 7.73 SE INV. 0.20	STA: 20+84.44 OFF: 0.00 ()
SD-2	CONST. TYPE E INLET GRATE EL. = 6.50 E INV. 0.10	STA: 29+06.44 OFF: 0.00 ()
SD-3	CONST. TYPE E INLET GRATE EL. = 6.55 S INV. 0.00 W INV. -0.04 NW INV. -0.15	STA: 22+42.06 OFF: 0.00 ()
SD-4	CONST. TYPE E INLET GRATE EL. = 6.50 E INV. 0.05	STA: 27+93.73 OFF: 0.00 ()
SD-5	CONST. TYPE E INLET GRATE EL. = 6.50 N INV. -0.29 SE INV. 0.80	STA: 26+34.39 OFF: 0.07 (R)
SD-6	CONST. TYPE E INLET GRATE EL. = 6.50 N INV. -0.25 E INV. 0.57 S INV. -0.04 W INV. 0.04	STA: 32+73.18 OFF: 0.00 ()

DETAIL "A"

SCALE 1" = 20'

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Fax: (772) 692-4341

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business No. EB-0007657

DATE: 8/8/25
DRAWN BY: RC
DESIGNED BY: RC
CHECKED BY: JWC
PROJECT No.: 2122
HORZ. SCALE: 1" = 30'
VERT. SCALE: N/A
CADD FILE(S): 2122 - Site Improvements

NO.	DATE	BY	REVISIONS
6	3/2/26	RC	CITY OF STUART RESUMITTAL
5	2/3/26	RC	FDEP PERMIT SET
4	1/12/26	RC	CITY OF STUART RESUBMITTAL
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CITY OF STUART, FLORIDA

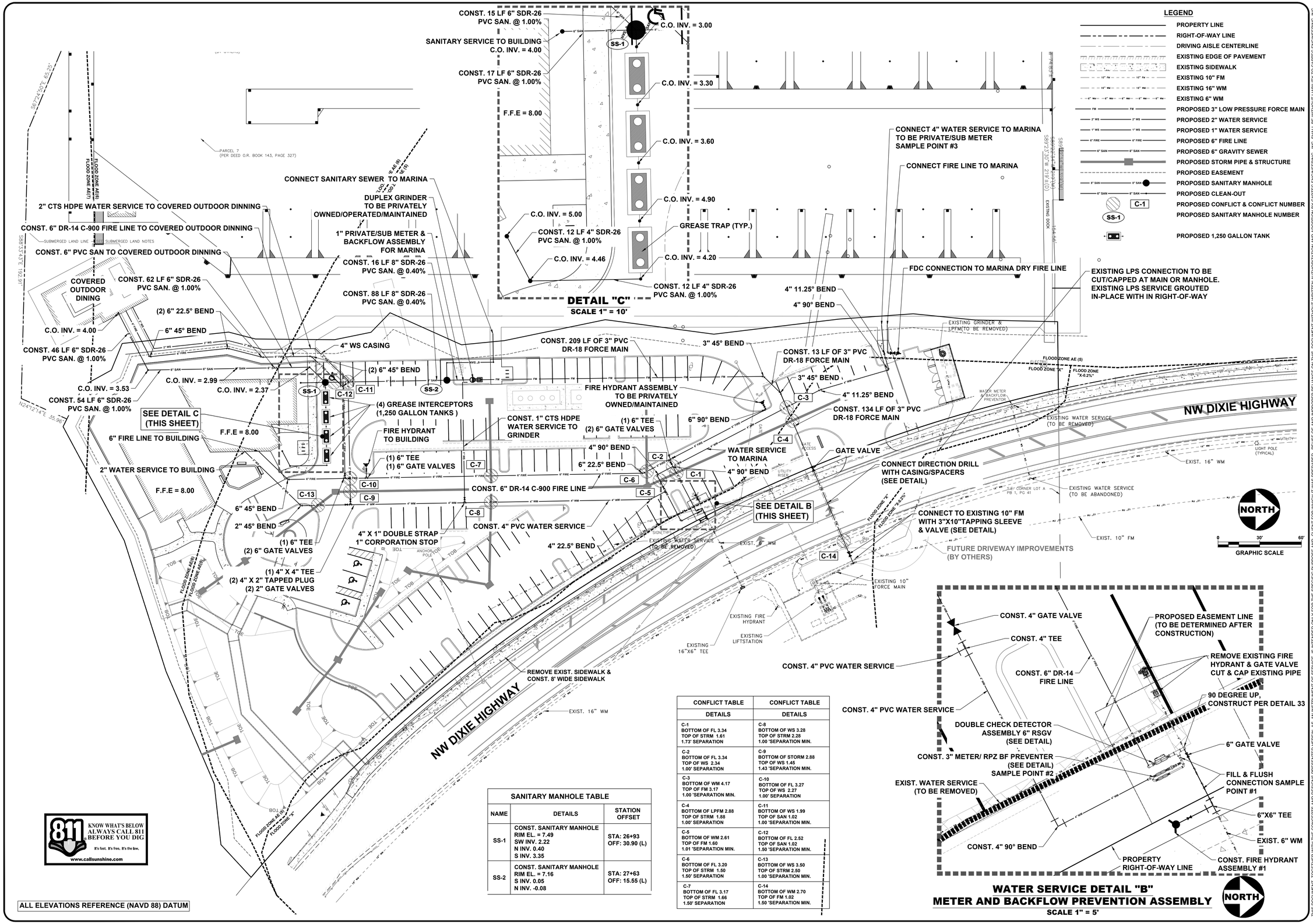
PAVING, GRADING AND DRAINAGE PLAN

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 2122
SHEET 4 OF 14

0012122 Capri Harbor Lighthouse Marina\DWG\2122 - Site Improvements.dwg, 3/2/2026 4:45:40 PM



CONFLICT TABLE	CONFLICT TABLE
DETAILS	DETAILS
C-1 BOTTOM OF FL 3.34 TOP OF STRM 1.61 1.73' SEPARATION	C-8 BOTTOM OF WS 3.28 TOP OF STRM 2.28 1.00 'SEPARATION MIN.
C-2 BOTTOM OF FL 3.34 TOP OF WS 2.34 1.00' SEPARATION	C-9 BOTTOM OF STORM 2.88 TOP OF WS 1.45 1.43 'SEPARATION MIN.
C-3 BOTTOM OF WM 4.17 TOP OF FM 3.17 1.00 'SEPARATION MIN.	C-10 BOTTOM OF FL 3.27 TOP OF WS 2.27 1.00' SEPARATION
C-4 BOTTOM OF LPFM 2.88 TOP OF STRM 1.88 1.00' SEPARATION	C-11 BOTTOM OF WS 1.99 TOP OF SAN 1.02 1.00 'SEPARATION MIN.
C-5 BOTTOM OF WM 2.61 TOP OF FM 1.60 1.01 'SEPARATION MIN.	C-12 BOTTOM OF FL 2.52 TOP OF SAN 1.02 1.50 'SEPARATION MIN.
C-6 BOTTOM OF FL 3.20 TOP OF STRM 1.50 1.50' SEPARATION	C-13 BOTTOM OF WS 3.50 TOP OF STRM 2.50 1.00 'SEPARATION MIN.
C-7 BOTTOM OF FL 3.17 TOP OF STRM 1.66 1.50' SEPARATION	C-14 BOTTOM OF WM 2.70 TOP OF FM 1.02 1.50 'SEPARATION MIN.

SANITARY MANHOLE TABLE		
NAME	DETAILS	STATION OFFSET
SS-1	CONST. SANITARY MANHOLE RIM EL. = 7.49 SW INV. 2.22 N INV. 0.40 S INV. 3.35	STA: 26+93 OFF: 30.90 (L)
SS-2	CONST. SANITARY MANHOLE RIM EL. = 7.16 S INV. 0.05 N INV. -0.08	STA: 27+63 OFF: 15.55 (L)

WATER SERVICE DETAIL "B"
METER AND BACKFLOW PREVENTION ASSEMBLY
SCALE 1" = 5'

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ALL ELEVATIONS REFERENCE (NAVD 88) DATUM

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- DRIVING AISLE CENTERLINE
- EXISTING EDGE OF PAVEMENT
- EXISTING SIDEWALK
- EXISTING 10" FM
- EXISTING 16" WM
- EXISTING 6" WM
- PROPOSED 3" LOW PRESSURE FORCE MAIN
- PROPOSED 2" WATER SERVICE
- PROPOSED 1" WATER SERVICE
- PROPOSED 6" FIRE LINE
- PROPOSED 6" GRAVITY SEWER
- PROPOSED STORM PIPE & STRUCTURE
- PROPOSED EASEMENT
- PROPOSED SANITARY MANHOLE
- PROPOSED CLEAN-OUT
- PROPOSED CONFLICT & CONFLICT NUMBER
- PROPOSED SANITARY MANHOLE NUMBER
- PROPOSED 1,250 GALLON TANK

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6	3/2/26	RC	CITY OF STUART RESUMITTAL
5	2/3/26	RC	FDEP PERMIT SET
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1	8/8/25	RC	CITY OF STUART SUBMITTAL

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST SCALED DIMENSIONS ACCORDINGLY

CAPRI HARBOR STUART
CITY OF STUART, FLORIDA

UTILITY PLAN

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

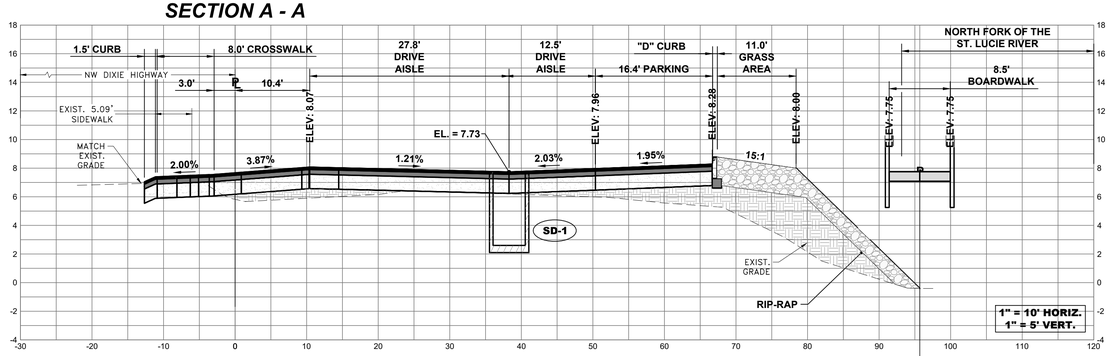
Printed Date:

JOB No.: 2122
SHEET 5 OF 14

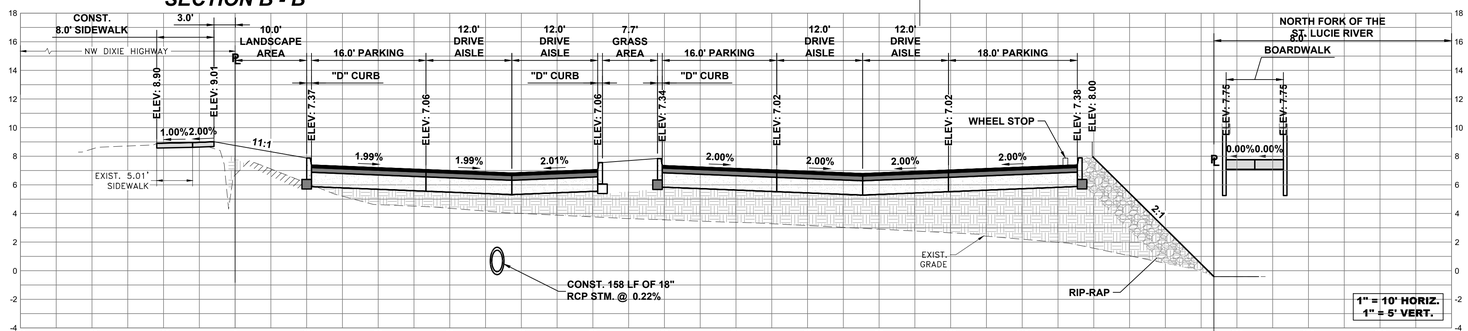
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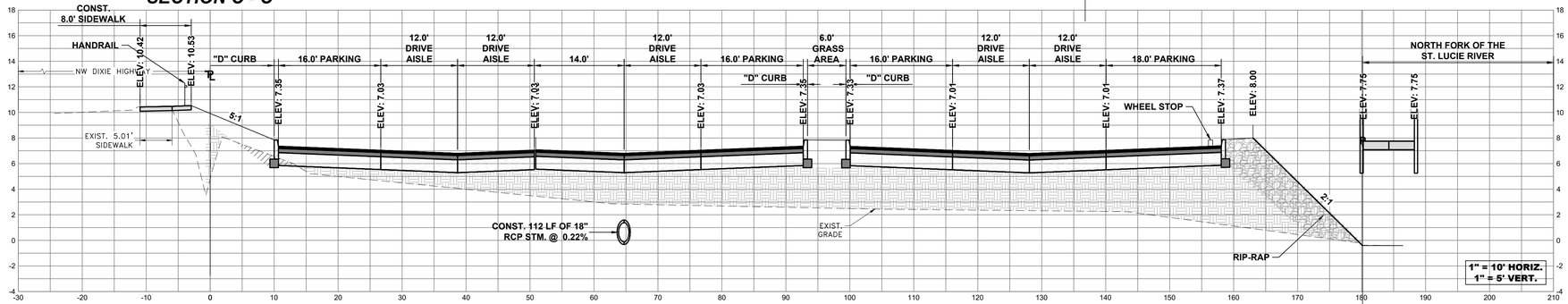
SECTION A - A



SECTION B - B



SECTION C - C



SECTION D - D

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ALL ELEVATIONS REFERENCE (NAVD 88) DATUM

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1	8/8/25	RC	CITY OF STUART SUBMITTAL

DATE: 8/8/25
DRAWN BY: RC
DESIGNED BY: RC
CHECKED BY: JWC
PROJECT No.: 2122
HORZ. SCALE: AS SHOWN
VERT. SCALE: N/A
CADD FILE: 2122 -Sections

• 301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business No. EB-0007657

CAPTEC Engineering, Inc.
Civil Engineering Professionals

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CAPRI HARBOR STUART
CITY OF STUART, FLORIDA

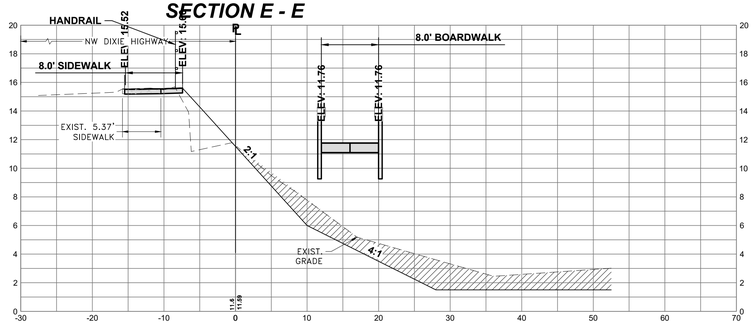
SECTIONS

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

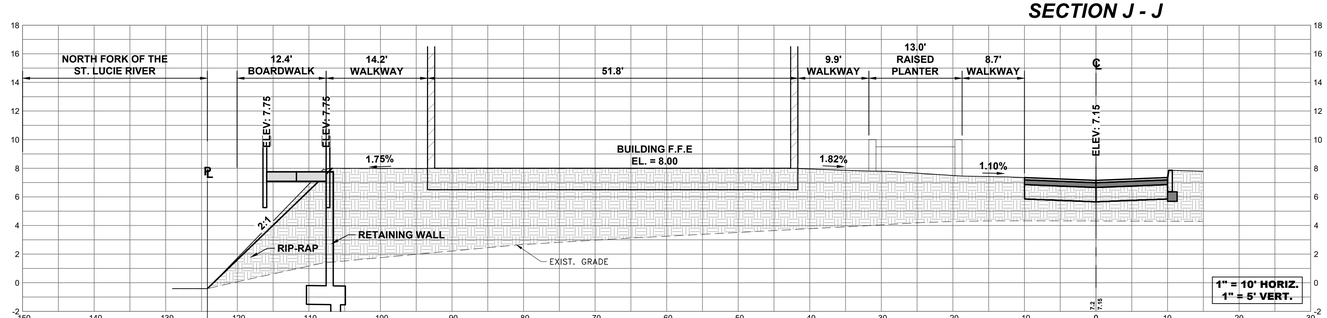
Printed Date:

JOB No.: 2122
SHEET 6 OF 14

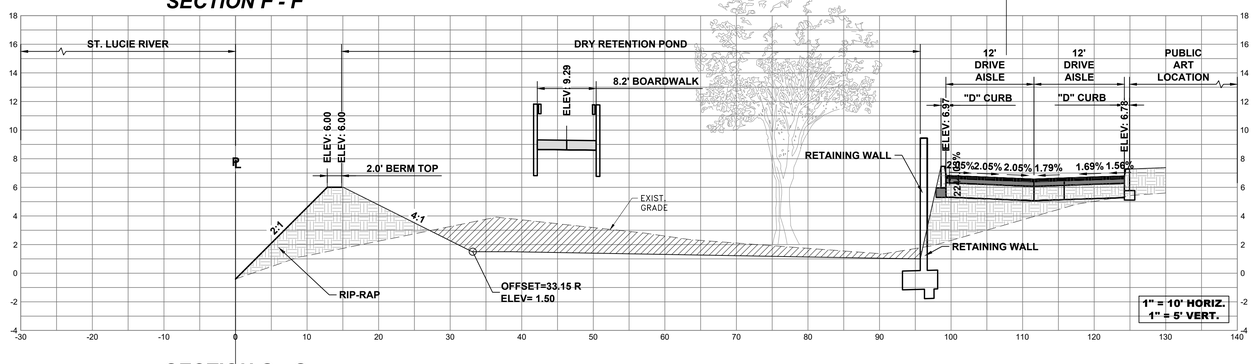
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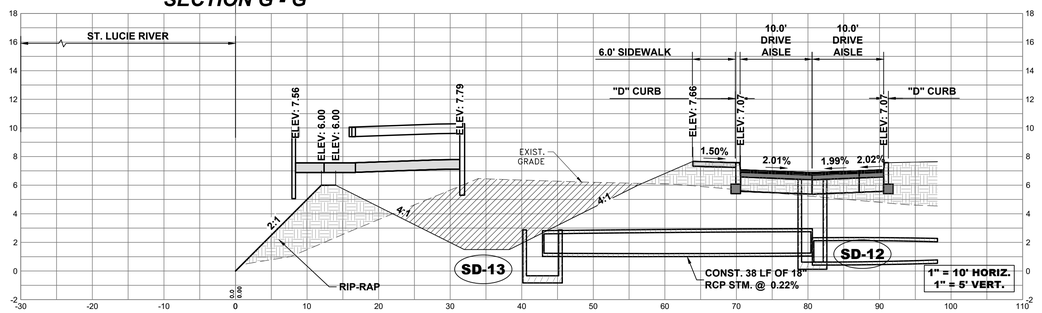
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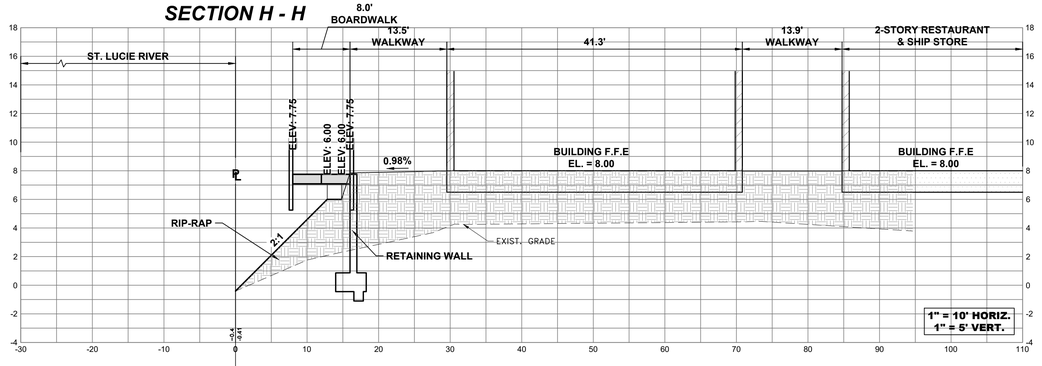
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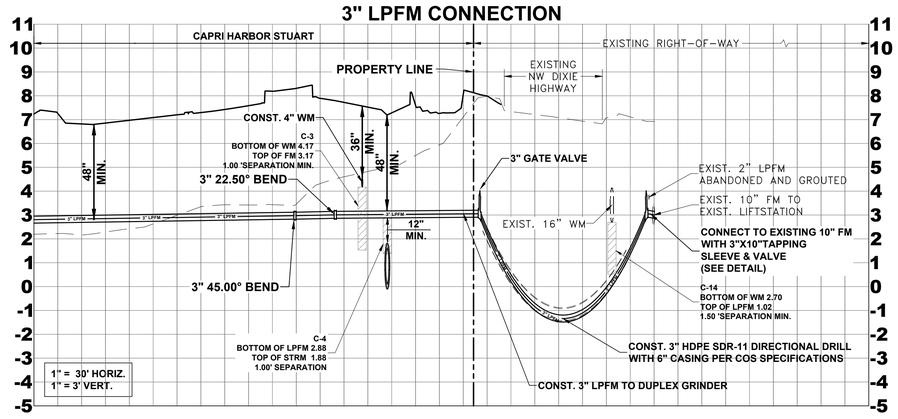
SECTION G - G



SECTION H - H



3" LPFM CONNECTION



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ALL ELEVATIONS REFERENCE (NAVD 88) DATUM

CAPTEC Engineering, Inc.
Civil Engineering Professionals
• 301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007457

DATE: 8/8/25
DRAWN BY: RC
DESIGNED BY: RC
CHECKED BY: JWC
PROJECT No.: 2122
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VERT. SCALE: N/A
CADD FILE: 2122 -Sections

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CAPRI HARBOR STUART
CITY OF STUART, FLORIDA

PROFILE AND SECTIONS

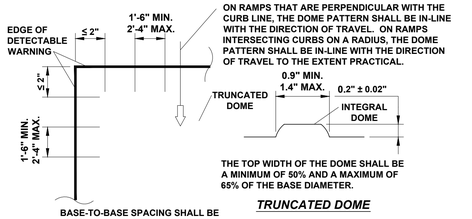
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Stuart, Florida 34994
P.E. No. 37638

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SHEET 7 OF 14

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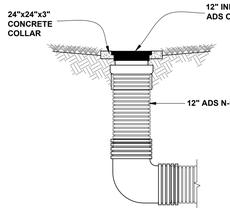
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ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF CURB.

CURB RAMP DETECTABLE WARNING DETAIL

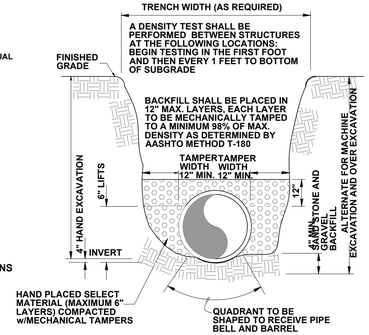
N.T.S.



INSTALLATION PER MANUFACTURER'S SPECIFICATIONS

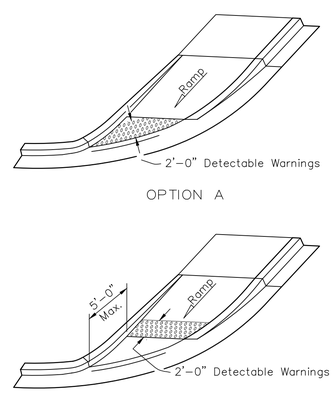
TYPICAL YARD DRAIN DETAIL

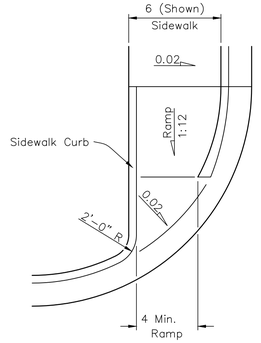
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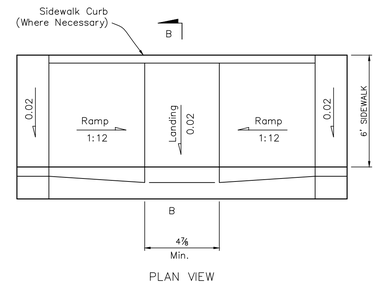


TYPICAL TRENCH DETAIL

N.T.S.







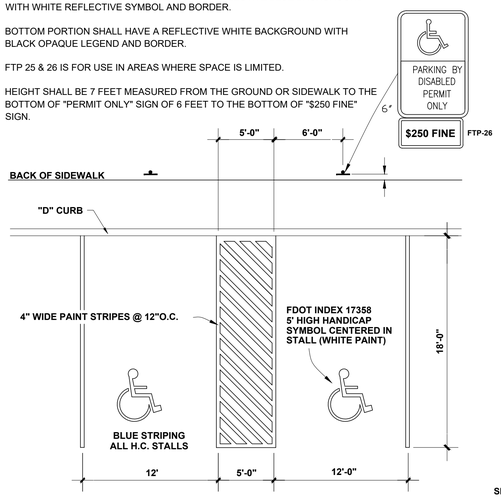
NOTES:

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

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

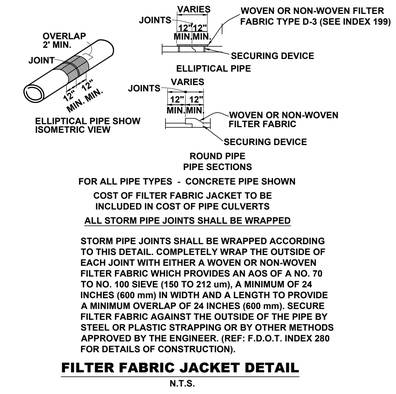
FTP 25 & 26 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.

HEIGHT SHALL BE 7 FEET MEASURED FROM THE GROUND OR SIDEWALK TO THE BOTTOM OF "PERMIT ONLY" SIGN OF 6 FEET TO THE BOTTOM OF "$250 FINE" SIGN.



HANDICAP PARKING DETAIL

N.T.S.



FOR ALL PIPE TYPES - CONCRETE PIPE SHOWN

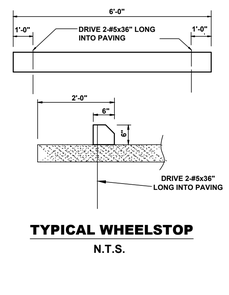
COST OF FILTER FABRIC JACKET TO BE INCLUDED IN COST OF PIPE CULVERTS

ALL STORM PIPE JOINTS SHALL BE WRAPPED

STORM PIPE JOINTS SHALL BE WRAPPED ACCORDING TO THIS DETAIL. COMPLETELY WRAP THE OUTSIDE OF EACH JOINT WITH EITHER A WOVEN OR NON-WOVEN FILTER FABRIC WHICH PROVIDES AN AOS OF A NO. 70 TO NO. 100 SIEVE (150 TO 212 um), A MINIMUM OF 24 INCHES (600 mm) IN WIDTH AND A LENGTH TO PROVIDE A MINIMUM OVERLAP OF 24 INCHES (600 mm). SECURE FILTER FABRIC AGAINST THE OUTSIDE OF THE PIPE BY STEEL OR PLASTIC STRAPPING OR BY OTHER METHODS APPROVED BY THE ENGINEER. (REF: F.D.O.T. INDEX 280 FOR DETAILS OF CONSTRUCTION).

FILTER FABRIC JACKET DETAIL

N.T.S.

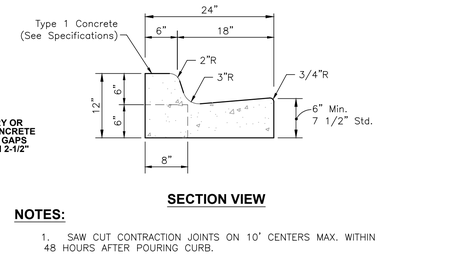


TYPICAL WHEELSTOP

N.T.S.

FILTER FABRIC WRAP ON GROUTED PIPE TO STRUCTURE JOINT

N.T.S.



SECTION VIEW

NOTES:

1. SAW CUT CONTRACTION JOINTS ON 10' CENTERS MAX. WITHIN 48 HOURS AFTER POURING CURB.
2. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS SECTION 520 AND FDOT ROADWAY & TRAFFIC DESIGN STANDARDS INDEX NUMBER 300.
3. WHEN USED ON HIGH SIDE OF ROAD, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

FDOT INDEX 300 TYPE F CURB & GUTTER

N.T.S.



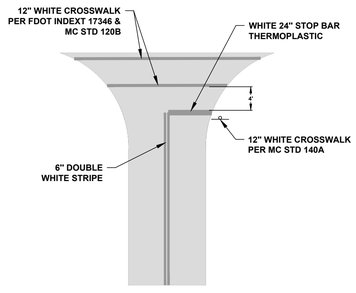
NOTES:

1. PROVIDE EXPANSION JOINTS 120' CENTER TO CENTER, AT PC & PT OF CURVES, JUNCTIONS OF EXISTING & NEW SIDEWALKS, AND WHERE SIDEWALK ABUTS CURBS, DRIVEWAYS & SIMILAR STRUCTURES.
2. PROVIDE CONTRACTION JOINTS 5' CENTER TO CENTER.

SOD SHALL BE PLACED BELOW EDGE OF SIDEWALK TO ALLOW DRAINAGE.

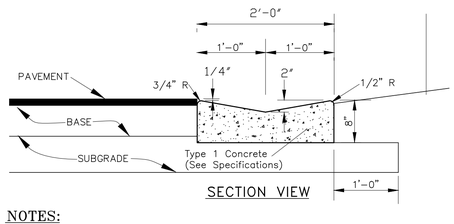
TYPICAL SIDEWALK

N.T.S.



TYPICAL STOP BAR & STOP SIGN

N.T.S.

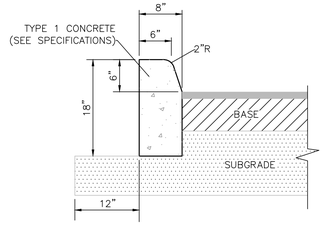


NOTES:

1. Saw cut contraction joints on 10' centers max. within 48 hours after pouring curb.
2. All materials and construction shall be in accordance with FDOT Specifications Section 520 and FDOT Roadway & Traffic Design Standards index number 300.

2'-0" VALLEY GUTTER

N.T.S.



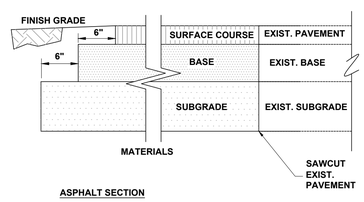
NOTES:

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2. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS SECTION 520 AND FDOT ROADWAY & TRAFFIC DESIGN STANDARDS INDEX NUMBER 300.

SECTION VIEW

FDOT INDEX 300 TYPE "D" CURB

N.T.S.



ASPHALT SECTION

SURFACE COURSE: 2" TYPE SP-9.5 ASPHALT PAVEMENT

BASE: 8" COQUINA BASE, LBR 100, UNIFORMLY COMPACTED TO 98% OF THE T-180 MAX. DRY DENSITY

SUBGRADE: 12" STABILIZED SUBGRADE, LBR 40, TYPICAL (TYPE B STABILIZATION) COMPACTED TO 98% OF THE T-180 MAX. DRY DENSITY OR 24" COMPACTED SUBGRADE (SEE AACE GEOTECHNICAL REPORT)

TYPICAL PAVEMENT SECTION

N.T.S.

CAPTEC Engineering, Inc.
Civil Engineering Professionals
• 301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007557

DATE: 8/8/25
DRAWN BY: RC
DESIGNED BY: RC
CHECKED BY: JWC
PROJECT No.: 2122
HORZ. SCALE: AS SHOWN
VERT. SCALE: N/A
CADD FILE: 2122-DETAILS

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SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ACCORDINGLY IF SCALED DIMENSIONS ACCORDINGLY

CAPRI HARBOR STUART
CITY OF STUART, FLORIDA

PAVING, GRADING & DRAINAGE DETAILS

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 2122
SHEET 8 OF 14

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CITY OF STUART
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE CITY OF STUART.
2. WATER MAIN WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150 OR 235, DR (18).
3. MIN. CLASS 50 WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE, SHALL CONFORM TO ANSI/AWWA C-150/A-21.50 OR ANSI/AWWA C-151/A-21.51 AND SHALL BE PRESSURE CLASS 350 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR. ALL PIPE REQUIRES THHN TRACER WIRE.
5. FITTINGS SHALL BE CAST OR DUCTILE IRON, CONFORMING TO AWWA C-110 AND ANSI A21.11, CLASS 250 MINIMUM, CEMENT LINED, AND SEAL COATED.
6. GATE VALVES SHALL BE RESILIENT WEDGE SEAT. VALVES SHALL CONFORM TO AWWA C-509, AS WELL AS THE CITY OF STUART'S APPROVED PRODUCTS LIST.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE CITY OF STUART'S DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY THE CITY, THE COUNTY AND FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER AND CITY/COUNTY/FDOT.
9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, CITY OF STUART AND COUNTY/FDOT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, THE CITY, COUNTY/FDOT AND ANY OTHER APPLICABLE AGENCIES SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36" FOR MAINS 8" IN DIAMETER OR LESS AND 48" FOR MAINS 10" IN DIAMETER OR MORE, EXCEPT AS APPROVED BY THE ENGINEER AND CITY/COUNTY/FDOT.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-601 FOR DISINFECTION.

STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

WATER DISTRIBUTION NOTES
DATE: AUGUST 2025
FILE NAME: 2122 - UTILITIES DETAILS.dwg
SHEET NUMBER 1

CITY OF STUART
WATER DISTRIBUTION NOTES
(CONTINUED)

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE CITY OF STUART ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING SLEEVE AND VALVE. REVERSE TAPS ARE STRICTLY PROHIBITED (TAPS ON MAIN ARE TO BE ON THE SAME SIDE AS THE PROPSED METER LOCATION).
19. SAMPLE POINT TAPS SHALL BE PLACED APPROXIMATELY 3 FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINES, CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS, AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
20. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND CITY OF STUART REQUIREMENTS, MORE STRINGENT SHALL APPLY.
21. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600.

$$L = \frac{SD(P)^{1/2}}{133,200}$$ OR CURRENT AWWA STANDARD

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TESTING PRESSURE IN PSI

22. PRIOR TO ANY TESTING, ALL MAINS 3 INCHES IN DIA. AND LARGER SHALL HAVE A LINE SIZE SWAB PASSED THROUGH THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45° AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY. CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
23. 10 FEET MINIMUM HORIZONTAL AND 12 INCHES MINIMUM VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO (2) JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
24. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
25. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

WATER DISTRIBUTION NOTES
DATE: AUGUST 2025
FILE NAME: 2122 - UTILITIES DETAILS.dwg
SHEET NUMBER 2

CITY OF STUART
WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE CITY OF STUART.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) SDR-26, GREEN IN COLOR.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY, AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE CITY OF STUART DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY THE CITY. IN CASES WHERE AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO (2) JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, CITY OF STUART UTILITIES & ENGINEERING DEPT., COUNTY/FDOT AND ANY OTHER NECESSARY AGENCY SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FROM THE ENGINEER, CITY, OR COUNTY/FDOT.
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY THE CITY OF STUART 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18 (12" AND SMALLER), OR DR-21, AWWA C-905 (14" AND LARGER).
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR. WASTEWATER FORCE MAIN SHALL HAVE THHN WIRE & LOCATOR TAPE WITH "SEWER" MARKED ON TAPE.
15. FITTINGS SHALL BE CAST OR DUCTILE IRON, CONFORMING TO AWWA C-110 AND ANSI A21.11, CLASS 250 MINIMUM, CEMENT LINED, AND EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS COPPER WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN.

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WASTEWATER CONSTRUCTION NOTES
DATE: AUGUST 2025
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SHEET NUMBER 3

CITY OF STUART
WASTEWATER CONSTRUCTION NOTES
(CONTINUED)

17. MINIMUM COVER SHALL BE 48 INCHES, PIPES WITH LESS COVER REQUIRE PRIOR APPROVAL OF THE ENGINEER AND CITY OF STUART AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED.
19. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.
20. PRIOR TO ANY TESTING, ALL MAINS 3 INCHES IN DIA. AND LARGER SHALL HAVE A LINE SIZE SWAB PASSED THROUGH THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45° AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY. CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.

STANDARD UTILITY DETAILS
City of Stuart
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WASTEWATER CONSTRUCTION NOTES
DATE: AUGUST 2025
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SHEET NUMBER 4

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.

   WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN LESS THAN 12 INCHES VERTICAL DISTANCE, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DIP AT THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARENCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.

   ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING).

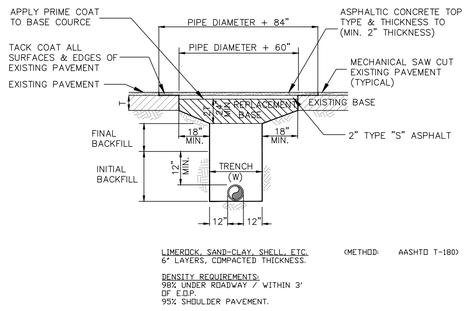
   WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 12 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.
2. A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

   IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

   WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).
3. ALL DIP SHALL BE PRESSURE CLASS 350, MINIMUM. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

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

WATER & SEWER CONFLICT NOTES
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SHEET NUMBER 5



LIMEROCK, SAND-CLAY, SHELL, ETC. 6" LAYERS, COMPACTED THICKNESS. (METHOD AASHTO T-180)

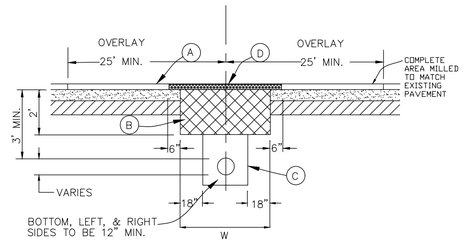
DENSITY REQUIREMENTS:
98% UNDER ROADWAY / WITHIN 3' OF E.O.P.
95% SHOULDER PAVEMENT.

NOTES:

PAVEMENT RESTORATIONS FOR LONGITUDINAL CUTS IN ARTERIAL STREETS SHALL INCLUDE FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN THE LIMITS OF THE CUT.

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UTILITY ROAD CUT PAVEMENT RESTORATION
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FILE NAME: 2122 - UTILITIES DETAILS.dwg
SHEET NUMBER 6



(A) OVERLAY SHALL EXTEND 25' BEYOND TRENCH WALL ON BOTH SIDES OF ROAD CUT. MINIMUM TYPE S-III ASPHALT OR MATCH EXISTING SURFACE MATERIAL WHEN POSSIBLE.

(B) CONSTRUCT 2.0' DEEP x WIDTH AND LENGTH OF TRENCH WITH CEMENTED COQUINA OR LIMEROCK. SEE NOTE #2 BELOW FOR COMPACTION REQUIREMENTS.

(C) PROVIDE CLEAN BACKFILL. BACKFILL SHALL BE REPLACED IN 6" LAYERS. EACH LAYER SHALL BE MECHANICALLY COMPACTED TO A MINIMUM 98% DENSITY AS DETERMINED BY AASHTO T-180.

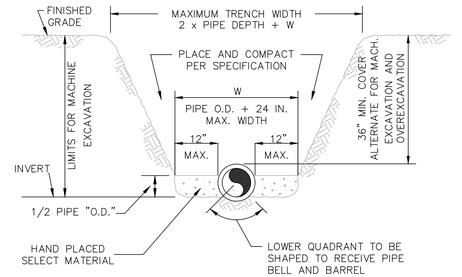
(D) DITCH WIDTH (W)>12", MATCH EXISTING TYPE AND THICKNESS (2" MIN.) OF ASPHALT OR TYPE S-III.

NOTES:

1. REPLACED BASE MATERIAL OVER DITCH SHALL BE AS SHOWN ABOVE.
2. BASE MATERIAL SHALL BE PLACED IN 6" LAYERS OR AS OTHERWISE APPROVED AND EACH LAYER THOROUGHLY MECHANICALLY COMPACTED TO 98% DENSITY AS DETERMINED BY AASHTO T-180.
3. FINAL ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MILLED TO MATCH EXISTING ASPHALT.
4. ALL PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED 90°.
5. SURFACE MATERIAL WILL BE CONSISTENT WITH EXISTING SURFACE OR AS OTHERWISE DIRECTED (TYPE S-III) AND PLACED IN ACCORDANCE WITH FDOT REQUIREMENTS.
6. A MINIMUM OF TWO (2) DENSITY TESTS SHALL BE TAKEN FOR EACH 6" LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN 6-1/2" THE BASE SHALL BE CONSTRUCTED IN TWO (2) OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACK-FILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO THE UTILITIES & ENGINEERING DEPT. AND/OR THE ENGINEER OF RECORD.

STANDARD UTILITY DETAILS
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PAVEMENT RESTORATION (ASPHALT)
DATE: AUGUST 2025
FILE NAME: 2122 - UTILITIES DETAILS.dwg
SHEET NUMBER 8



NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
2. INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 98% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-180.

STANDARD UTILITY DETAILS
City of Stuart
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121 S.W. Flagler Avenue, Stuart, Florida 34994

TYPICAL TRENCH CONSTRUCTION
DATE: AUGUST 2025
FILE NAME: 2122 - UTILITIES DETAILS.dwg
SHEET NUMBER 10

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ALL ELEVATIONS REFERENCE (NAVD 88) DATUM

301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007657
CAPTEC Engineering, Inc.
Civil Engineering Professionals

DATE: 8/8/25
DRAWN BY: RC
DESIGNED BY: RC
CHECKED BY: JNVC
PROJECT No.: 2122
HORZ. SCALE: AS SHOWN
VERT. SCALE: N/A
CAD'D FILE (R22 - UTILITIES).dwg

NO	DATE	BY	REVISIONS
6	3/2/26	RC	CITY OF STUART RESUBMITTAL
5	2/3/26	RC	FDEP PERMIT SET
4	1/23/26	RC	CITY OF STUART RESUBMITTAL
3	12/12/25	RC	FDEP PERMIT SET
2	10/24/25	RC	CITY OF STUART RESUBMITTAL
1	8/8/25	RC	CITY OF STUART SUBMITTAL

SCALE VERIFICATION
0 1"
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALES AND DIMENSIONS ACCORDINGLY

CAPRI HARBOR STUART
CITY OF STUART, FLORIDA

UTILITY DETAILS

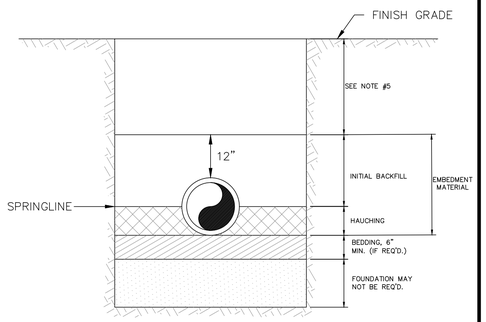
JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 2122
SHEET 9 OF 14

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.

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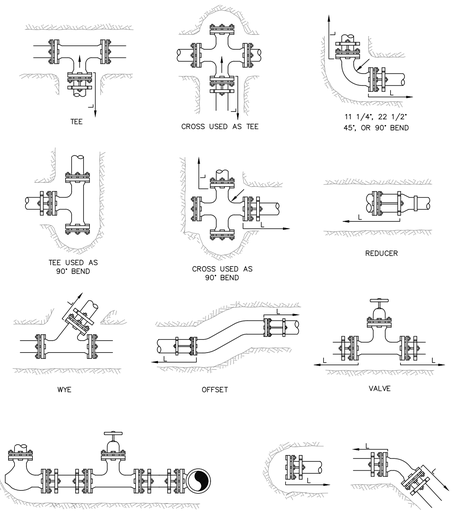
NOTES:

1. IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.
2. BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.
3. HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.
4. INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE AND BE COMPACTED USING A HAND OPERATED TAMPING DEVICE.
5. BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.
6. DENSITY TEST SHALL BE PREFORMED AT AREAS DETERMINED BY THE DESIGN ENGINEER OR PERMIT AGENCY HAVING JURISDICTION.

STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
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BACKFILLING REQUIREMENTS

DATE: AUGUST 2025 | FILE NAME: 2122 - UTILITIES DETAILS.dwg | SHEET NUMBER 11



L- RESTRAINT LENGTH (SEE SHEET #13)

STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

MECHANICAL JOINT ANCHORING REQUIREMENTS

DATE: AUGUST 2025 | FILE NAME: 2122 - UTILITIES DETAILS.dwg | SHEET NUMBER 12

MIN. LENGTH (IN FEET) OF PIPE TO BE RESTRAINED

(SOURCES: EBAA IRON RESTRAINT LENGTH CALCULATION PROGRAM FOR PVC PIPE, RELEASE 3.1, AND DIPRA THRUST RESTRAINT FOR DUCTILE IRON PIPE, RELEASE 3.2)

FITTING TYPE		PIPE SIZE 4"	6"	8"	10"	12"	16"	20"	24"
90° HORIZ. BEND		14	20	25	30	35	45	54	62
45° HORIZ. BEND		6	8	11	13	15	19	22	26
22.5° HORIZ. BEND		3	4	5	6	7	9	11	12
11.25° HORIZ. BEND		1	2	3	3	4	4	5	6
90° VERT. OFFSET	UPPER BEND	29	41	53	64	74	95	115	134
	LOWER BEND	7	10	13	16	19	25	30	35
45° VERT. OFFSET	UPPER BEND	12	19	24	29	34	39	48	56
	LOWER BEND	3	4	6	7	8	10	12	15
22.5° VERT. OFFSET	UPPER BEND	6	9	12	14	17	19	23	27
	LOWER BEND	1	2	4	4	4	5	6	7
11.25° VERT. OFFSET	UPPER BEND	3	4	6	7	8	9	11	13
	LOWER BEND	1	1	1	2	2	2	3	3
PLUG (DEAD END)		32	45	59	70	83	107	129	151
IN-LINE VALVE		32	45	45	45	55	65	80	
TEE (BRANCH RESTRAINT)	4"X ø	23	–	–	–	–	–	–	–
	6"X ø	21	35	–	–	–	–	–	–
	8"X ø	18	34	47	–	–	–	–	–
	10"X ø	16	32	46	58	–	–	–	–
	12"X ø	13	30	44	57	69	–	–	–
	16"X ø	7	26	41	55	67	90	–	–
	20"X ø	1	21	38	52	65	88	109	–
	24"X ø	1	16	34	49	62	86	108	129
	30"X ø	1	8	28	44	58	83	106	127
	36"X ø	1	1	22	39	54	80	103	124
	42"X ø	1	1	15	33	49	77	100	122
	48"X ø	1	1	7	27	44	73	97	120
REDUCER (LARGER PIPE RESTRAINT)	6"X ø	23	–	–	–	–	–	–	–
	8"X ø	38	25	–	–	–	–	–	–
	10"X ø	57	43	24	–	–	–	–	–
	12"X ø	72	60	44	41	–	–	–	–
	16"X ø	99	90	78	75	45	–	–	–
	20"X ø	123	116	107	105	81	45	–	–
	24"X ø	146	140	132	131	111	82	45	–

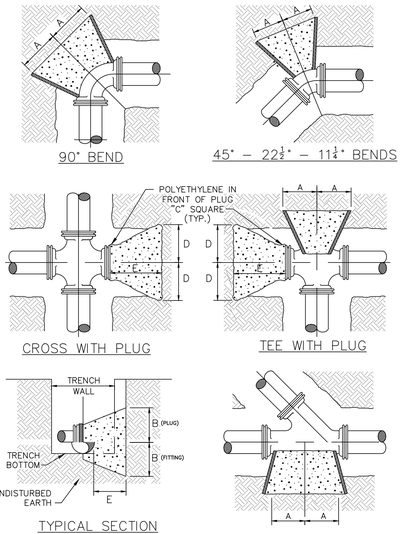
NOTES :

1. THE DATA IN THE ABOVE TABLE IS BASED UPON THE FOLLOWING INSTALLATION CONDITIONS:
   SOIL TYPE: SAND
   TRENCH TYPE: 3
   TEST PRESSURE: 150 PSI
   SAFETY FACTOR: 1.5
   DEPTH OF BURY: 3'
   VERTICAL OFFSET: 3'
   MIN. PIPE LENGTH ALONG TEE RUN: 5'
2. THE RESTRAINED PIPE LENGTHS APPLY TO DIP AND PVC PIPE.
3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.
4. RESTRAINED PIPE LENGTHS APPLY TO PIPE ON BOTH SIDES OF VALVES AND FITTINGS.

STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
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MECHANICAL JOINT REQUIREMENTS NOTES

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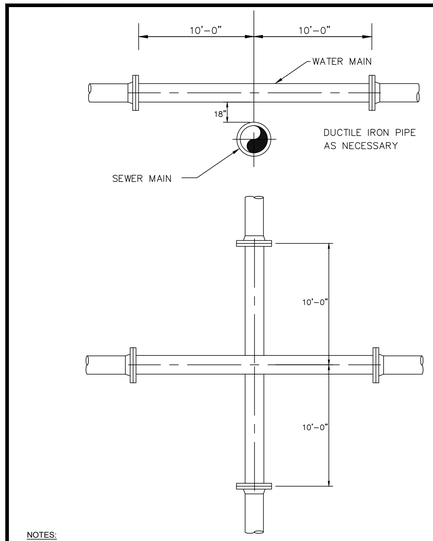
NOTE:

POLYETHYLENE (VISQUEEN OR EQUAL) SHALL BE PLACED BETWEEN CONCRETE AND PIPE. (MILLAGE TO BE DETERMINED BY IRCDUS).

STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
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THRUST BLOCK CONSTRUCTION

DATE: AUGUST 2025 | FILE NAME: 2122 - UTILITIES DETAILS.dwg | SHEET NUMBER 15



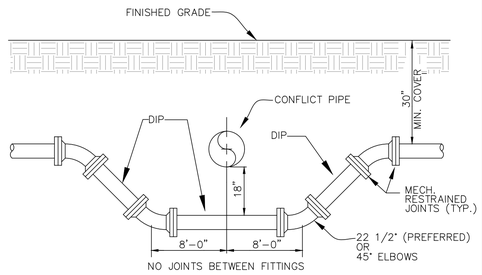
NOTES:

WATER MAIN CROSSING EXISTING FORCE MAIN SHALL BE LAID TO PROVIDE A VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUAL DISTANCE FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). IN ALL CASES AN 18" VERTICAL SEPERATION SHALL BE REQUIRED.

STANDARD UTILITY DETAILS
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Utilities & Engineering Department
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UTILITY CROSSING

DATE: AUGUST 2025 | FILE NAME: 2122 - UTILITIES DETAILS.dwg | SHEET NUMBER 16



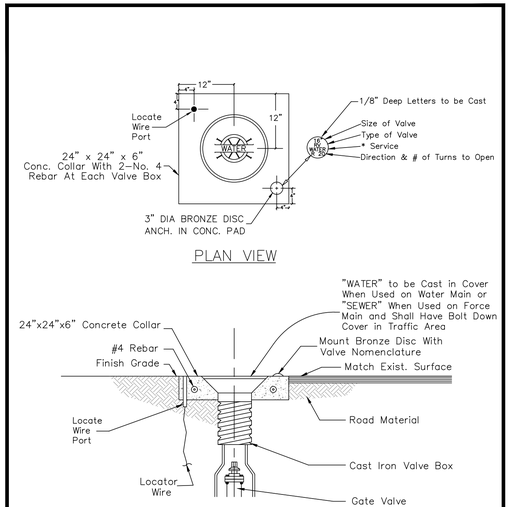
NOTES:

1. THESE METHODS ARE TO BE USED WHEN INSUFFICIENT COVER EXISTS TO ALLOW PRESSURE PIPE TO CROSS ABOVE CONFLICT PIPE MEETING FDEP VERTICAL SEPARATION GUIDLINES.
2. FITTINGS SHALL BE RESTRAINED WITH RETAINER GLANDS AND OR GRAVITY BLOCKS.

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Utilities & Engineering Department
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PRESSURE PIPE CONFLICT

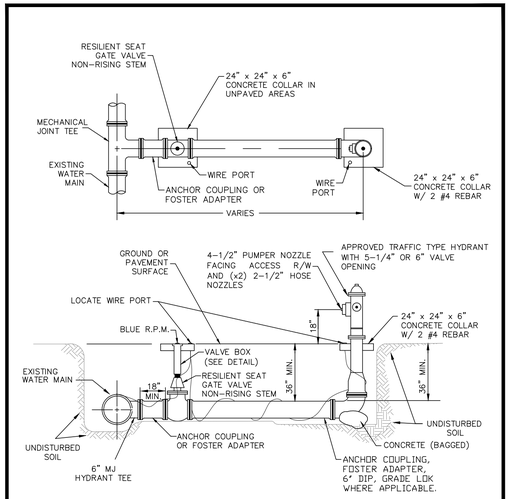
DATE: AUGUST 2025 | FILE NAME: 2122 - UTILITIES DETAILS.dwg | SHEET NUMBER 17



STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
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CONCRETE VALVE COLLAR

DATE: AUGUST 2025 | FILE NAME: 2122 - UTILITIES DETAILS.dwg | SHEET NUMBER 18



1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED FROM FACTORY.
3. FOOT TO REST IN UNDISTURBED SOIL.
4. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
5. ALL FITTINGS TO BE MECHANICAL JOINT.
6. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
7. ALL HYDRANTS ARE TO UTILIZE ANCHOR COUPLINGS, WHEN APPLICABLE.

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FIRE HYDRANT ASSEMBLY

DATE: AUGUST 2025 | FILE NAME: 2122 - UTILITIES DETAILS.dwg | SHEET NUMBER 26

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5	2/3/26	RC	FDEP PERMIT SET
4	1/23/26	RC	CITY OF STUART RESUBMITTAL
3	12/12/25	RC	FDEP PERMIT SET
2	10/24/25	RC	CITY OF STUART RESUBMITTAL
1	8/8/25	RC	CITY OF STUART SUBMITTAL

301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business No. EB-0007657

DATE: 8/8/25
DRAWN BY: RC
DESIGNED BY: RC
CHECKED BY: JNVC
PROJECT No.: 2122
HORZ. SCALE: AS SHOWN
VERT. SCALE: N/A
CAD FILE (R22 - STUTES.STS)

SCALE VERIFICATION
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SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALES ACCORDINGLY

CAPRI HARBOR STUART
CITY OF STUART, FLORIDA

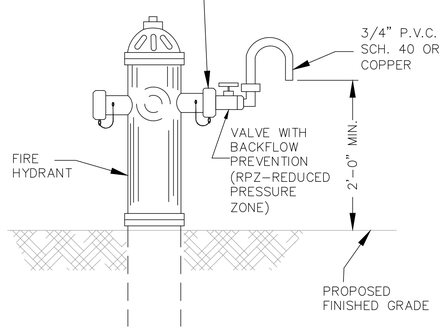
UTILITY DETAILS

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 2122
SHEET 10 OF 14

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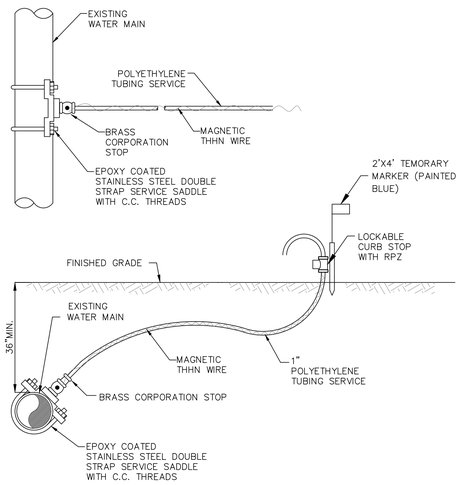
NOTE:

ADD LAMINATED SIGN NOTING THAT "TESTING IS IN PROGRESS" WHILE SAMPLEPOINT IS IN SERVICE.

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Utilities & Engineering Department
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BACTERIOLOGICAL SAMPLE POINT @ FIRE HYDRANT

DATE: AUGUST 2025 | SHEET NUMBER 27
FILE NAME: 2122 - UTILITIES DETAILS.dwg



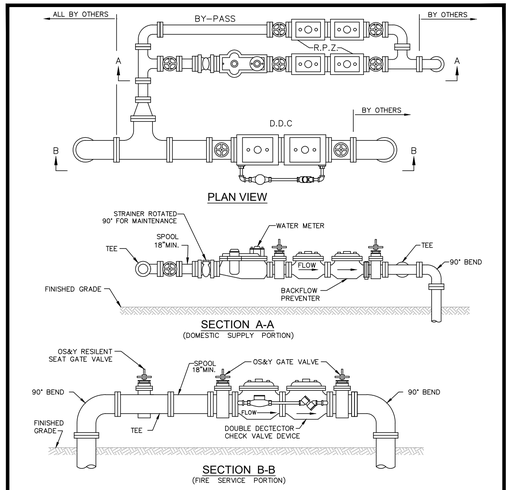
NOTE:

1. ADD LAMINATED SIGN NOTING THAT "TESTING IS IN PROGRESS - DO NOT DISTURB" WHILE SAMPLE POINT IS IN SERVICE.
2. AFTER TESTING, REMOVE THE 1" PE LINE AND CAP WITH BRASS PLUG/CAP AT CORPORATION STOP.

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BACTERIOLOGICAL SAMPLE POINT

DATE: AUGUST 2025 | SHEET NUMBER 29
FILE NAME: 2122 - UTILITIES DETAILS.dwg



WATER METER / BACKFLOW PREVENTION ASSEMBLY
- FIRE SERVICE w/ DOMESTIC SUPPLY

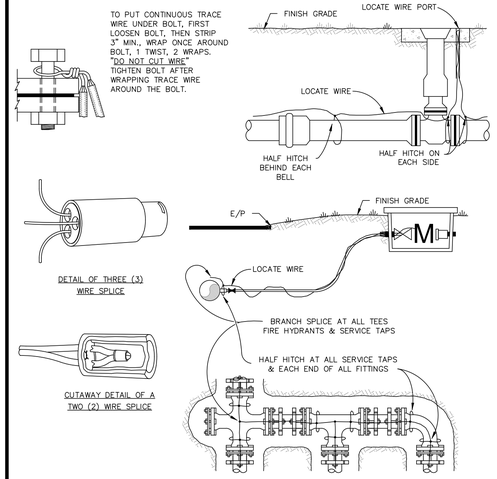
NOTES:

1. LANDSCAPING REQUIRED PER CITY OR COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER TO ALLOW MAINTENANCE WITHOUT DAMAGE TO PLANTS ETC.
2. NO SOLDER JOINTS.
3. METER BY-PASS TO BE HALF THE SIZE OF SERVICE SIDE ASSEMBLY (POTABLE WATER SERVICE ONLY).
4. 12" MIN. / 16" MAX. CLEARANCE IS REQUIRED FROM THE TOP OF THE CONCRETE PAD TO THE BOTTOM OF THE RELIEF VALVE.

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BACKFLOW PREVENTION ASSEMBLY

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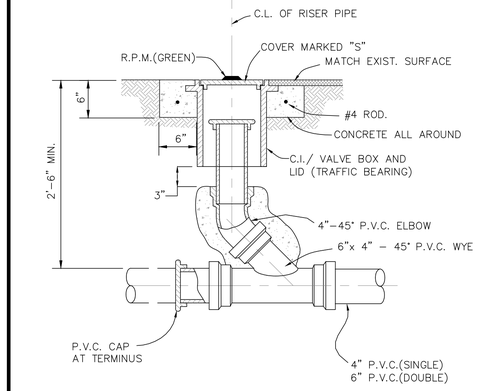
NOTES:

1. LOCATE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER, AND SHOWN IN STANDARD DETAILS.
2. INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3. CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL LOCATE WIRE.

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LOCATE WIRE

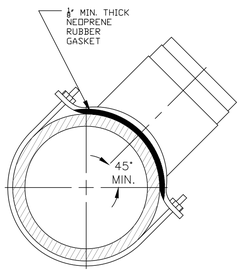
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TERMINAL/SERVICE LATERAL CLEANOUT

DATE: AUGUST 2025 | SHEET NUMBER 44
FILE NAME: 2122 - UTILITIES DETAILS.dwg



TAPPING SADDLE TO BE 304 STAINLESS STEEL

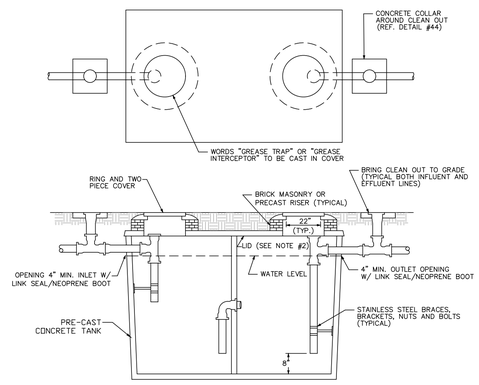
NOTE:

REVERSE TAPS ARE STRICTLY PROHIBITED

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WASTEWATER SERVICE TAP

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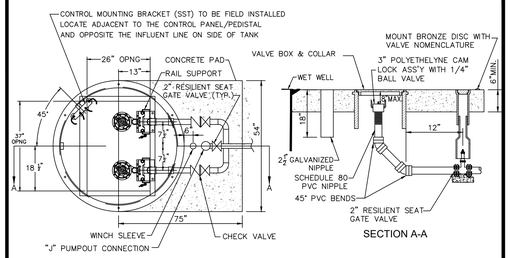
NOTES:

1. GREASE TRAPS SHALL MEET OR EXCEED ALL THE REQUIREMENTS FOR GREASE INTERCEPTORS/SEPTIC TANKS AS IN THE FL ADMINISTRATIVE CODE, AND CITY OF STUART "SPECIFICATIONS AND STANDARDS". THE SHOP DRAWINGS SHALL BE FORWARDED TO THE CITY FOR REVIEW AND APPROVAL.
2. LID TYPES:
   a. 4" REGULAR LID
   b. 8" TRAFFIC BEARING LID
3. TANKS WITH REMOVABLE BAFFLES, BAFFLES MUST BE SECURED IN PLACE.

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GREASE INTERCEPTOR

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PUMP STATION PLAN VIEW
NOT TO SCALE

PUMPOUT CONNECTION

INFORMATION PROVIDED BY ENGINEER OF RECORD

A	RIM ELEVATION	7.62	FT NAVD
B	INFLUENT INVERT ELEVATION	0.53	FT NAVD
C	ALARM	0.03	FT NAVD
D	LAG PUMP "ON"	-0.47	FT NAVD
E	LEAD PUMP "ON"	-1.47	FT NAVD
F	PUMPS "OFF"	-2.97	FT NAVD
G	WET WELL BOTTOM ELEVATION	-4.82	FT NAVD
H	INFLUENT DIAMETER	8	IN
J	PUMPOUT CONNECTION	3	IN

NOTE:

ALL PIPING FOR VALVE AND PUMPOUT CONNECTION ASSEMBLY SHALL BE SCHEDULE 80 P.V.C.

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SINGLE PHASE DUPLEX PUMP STATION

DATE: AUGUST 2025 | SHEET NUMBER 49
FILE NAME: 2122 - UTILITIES DETAILS.dwg

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Fax: (772) 692-4341

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business No. EB-0007657

DATE: 8/8/25
DRAWN BY: RC
DESIGNED BY: RC
CHECKED BY: JNVC
PROJECT No.: 2122
HORZ. SCALE: AS SHOWN
VERT. SCALE: N/A
CADD FILE:R:\2122 - UTILITIES\SHEETS\

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4	1/23/26	RC CITY OF STUART RESUBMITTAL
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1	8/8/25	RC CITY OF STUART SUBMITTAL

SCALE VERIFICATION
0 1"
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALES ACCORDINGLY

CAPRI HARBOR STUART
CITY OF STUART, FLORIDA

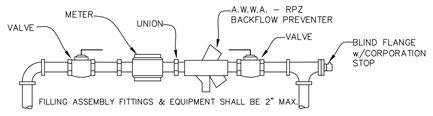
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JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

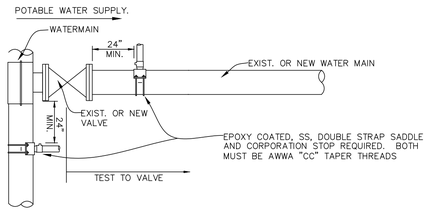
JOB No.: 2122
SHEET 11 OF 14

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DETAIL "A"

SEE DETAIL "A"
FOR FILLING
ASSEMBLY



NOTES:

1. GATE VALVE SHALL BE KEPT CLOSED.
2. DEPARTMENT SHALL BE NOTIFIED BEFORE FILLING AND FLUSHING.
3. AFTER BACTERIOLOGICAL CLEARANCE, GATE VALVE IS TO BE OPEN WITH VALVE BOX.
4. PRESSURE TEST PUMP CONNECTS TO SERVICE LINE OR BLOWOFF. NO EXTRA TAPS ARE PERMITTED.
5. PRESSURE GAUGE TO BE LOCATED IN VICINITY OF TEST PUMP CONNECTION.
6. GAUGE AND RISER TO BE REMOVED AFTER PRESSURE TEST.
7. REMOVE TEMPORARY CONNECTION AT CORPORATION STOPS AFTER FILLING & FLUSHING HAS BEEN COMPLETED.
8. INJECT CHLORINE ON PROJECT SIDE OF BACKFLOW PREVENTER.
9. MUST OBTAIN METER AND BACKFLOW ASSEMBLY FROM CITY OF STUART. PRIOR TO INSTALLATION.

Stuart

STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department

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

FILLING & FLUSHING CONNECTION

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Civil Engineering Professionals

Engineering Business
No. EB-0007557

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CHECKED BY: JWC
PROJECT No.: 2122
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VERT. SCALE: N/A
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1	8/8/25	RC	CITY OF STUART SUBMITTAL

SCALE VERIFICATION
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CAPRI HARBOR STUART
CITY OF STUART, FLORIDA

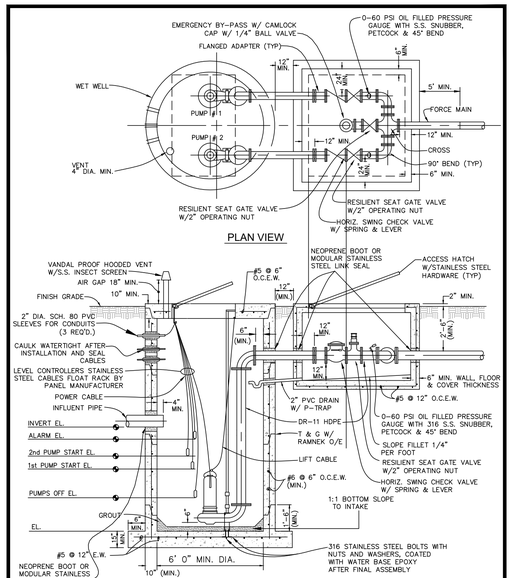
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LIFT STATION

DATE: AUGUST 2025
FILE NAME: 2122 - UTILITIES DETAILS.dwg
SHEET NUMBER 53

PUMP DATA:

MANUFACTURER, LIBERTY GRINDER PUMPS

MODEL No. XLGH023 IMP. No. 5.86" MOTOR, 2.5 HP,

3450 RPM, 230 VOLTS, 3 PHASE, 60 HERTZ

OPERATING CONDITIONS:

50 GPM AT 21.7 TDH. NOT PROVIDED % EFFICIENCY

WET WELL:

SIZED FOR MINIMUM PUMP CYCLE TIME OF 10 MINUTES AND A MAXIMUM OF 6 PUMP STARTS PER HOUR. WORKING DEPTH 1.5 FT. WORKING VOLUME 141 GALS.

ELECTRICAL:

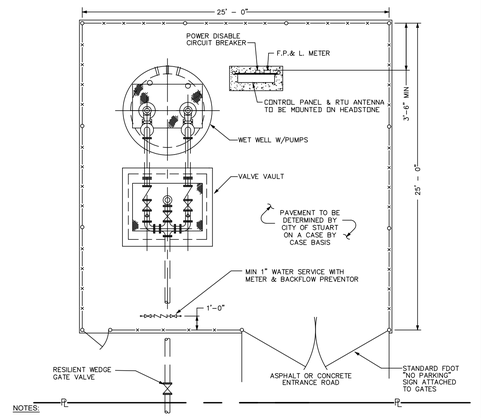
FEEDERS AND CONDUIT TBD MAIN SWITCH TBD POLES TBD AMPS

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LIFT STATION DATA

DATE: AUGUST 2025
FILE NAME: 2122 - UTILITIES DETAILS.dwg
SHEET NUMBER 54

THIS DRAWING DEPICTS A GENERAL SITE PLAN ONLY. THE ENGINEER OF RECORD SHALL ORIENT THE COMPONENTS OF THE SYSTEM TO MEET SPECIFIC SITE PLAN CONDITIONS



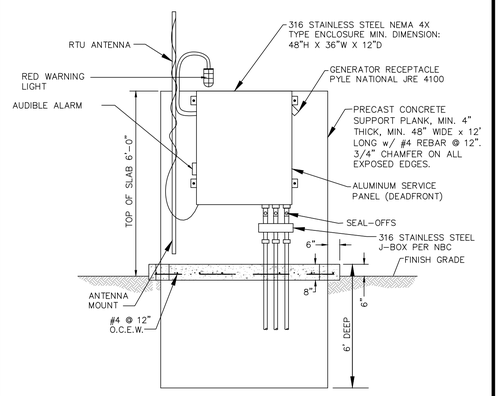
NOTES:

1. MINIMUM 12' WIDE ASPHALT OR CONCRETE ENTRANCE ROAD.
2. ENTRANCE ROAD TO BE EITHER CONCRETE OR ASPHALT AND CONFORM TO FDOT SPECIFICATIONS.
3. PROVIDE TWO (2), 6' WIDE SWING OPEN GATES AT THE ENTRANCE ROAD AND A 30" WALK-IN GATE.
4. PROVIDE A 1" POLYETHYLENE WATER SERVICE LINE WITH METER BOX THEN A REDUCED PRESSURE BACKFLOW PREVENTION DEVICE LOCATED INSIDE FENCE.
5. THE CHAIN LINK FABRIC SHALL BE HOT-DIPPED GALVANIZED AFTER WEAVING. THE SIZE OF MESH SHALL BE 2" AND THE SIZE OF COATED WIRE SHALL BE 9 GAUGE. FABRIC HEIGHT SHALL BE 72". PRIVACY SLATS TO BE INSTALLED.
6. ALL POSTS, RAILS AND APPURTENANCES SHALL BE HOT-DIPPED ZINC-COATED STEEL. PIPE POSTS SHALL HAVE TOPS WHICH EXCLUDE MOISTURE. END, CORNER, PULL AND GATE POSTS SHALL BE BRACED WITH THE SAME MATERIAL AS TOP RAIL AND TRUSSED TO LINE POSTS WITH 3/8" RODS AND TIGHTENERS.
7. TOP AND BOTTOM RAIL SHALL BE 1 5/8" OD STANDARD WEIGHT PIPE, 2.27 LBS/FT, INTERMEDIATE POSTS SHALL BE 2" OD STANDARD WEIGHT PIPE, 2.27 LBS/FT AND POSTS FOR SWING GATES SHALL BE 4" OD STANDARD WEIGHT PIPE, 9.11 LBS/FT.
8. POSTS WHICH COME IN CONTACT WITH CONCRETE SHALL BE COATED WITH WATER BASE EPOXY.
9. LIFT STATION MUST BE SCREENED WITH EITHER LANDSCAPING (AT PLANT HEIGHT, NO GROW IN PERIOD) OR APPROVED OPAQUE FENCE MATERIAL. 10 GATE VALVE SHALL BE LOCATED AT OR NEAR CONNECTION TO FORCEMAIN.

STANDARD UTILITY DETAILS
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TYPICAL LIFT STATION SITE PLAN

DATE: AUGUST 2025
FILE NAME: 2122 - UTILITIES DETAILS.dwg
SHEET NUMBER 55



NOTES:

1. ELECTRIC METER AND PRIMARY DISCONNECT MOUNTED ON BACK SIDE OF PANEL.
2. EMERGENCY GENERATOR RECEPTACLES: PYLE NATIONAL JRE 4100 (100 amp), 2044FR (200 amp).
3. ALL POWER AND CONTROLS LINES SHALL BE CONTINUOUS (NO SPLICES).
4. POWER SUPPLY MECHANICALLY INTERLOCKED.
5. GROUND FAULT INTERRUPTER ON CONVENIENCE RECEPTACLE.
6. CONTROL PANEL SHALL BE UL LISTED AS A UNIT.
7. TELEMETRY CONDUIT SHALL BE INSTALLED BY THE CONTRACTOR WITH SWEEP 90° BEND.
8. ALL HARDWARE, NUTS & BOLTS, AND APPURTENANCES ABOVE GROUND SHALL BE 316 STAINLESS STEEL.
9. TCU FOR DATA FLOW MOUNTED INSIDE PANEL.
10. ALL CONDUITS TO BE 2" SCH. 80 PVC MINIMUM.

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LIFT STATION CONTROL PANEL

DATE: AUGUST 2025
FILE NAME: 2122 - UTILITIES DETAILS.dwg
SHEET NUMBER 57

GENERAL ELECTRICAL NOTES

1. SERVICE CONDUIT AND WIRE INDICATED IN SCHEDULE SHALL BE 100 FEET OR LESS. FOR LENGTHS GREATER THAN 100 FEET, PROVIDE FLORIDA REGISTERED ELECTRICAL ENGINEER'S DESIGN.
2. INTERRUPTING RATINGS OF ALL SHORT CIRCUIT AND GROUND FAULT PROTECTION EQUIPMENT SHALL BE PROVIDED AS PER THE DESIGN OF A FLORIDA REGISTERED ELECTRICIAN ENGINEER. A FAULT CURRENT LETTER FROM FPL SHALL BE PROVIDED.
3. FOR MOTOR HP NOT EQUAL TO NEC STANDARD SIZE, USE THE NEXT STANDARD SIZE RATING.
4. THE PREFERRED POWER SUPPLY FOR LIFT STATIONS SHALL BE 240V, 3PH, 4W.
5. REGULAR LIFT STATIONS (LARGER THAN 2 HP) SHALL BE PROVIDED WITH AN RTU SYSTEM.

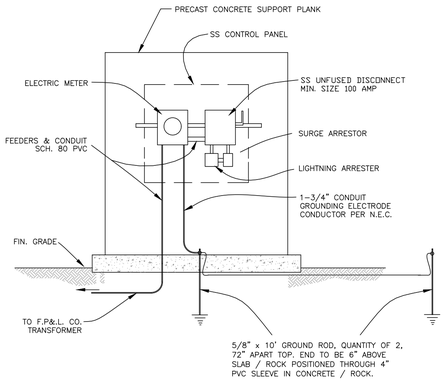
SPECIFIC ELECTRICAL NOTES

1. SPECIAL SERVICE VOLTAGE MAY BE PERMITTED BY PERMISSION OF THE CITY OF STUART. THE PREFERRED VOLTAGE FOR 15 HP AND LESS IS 240V, 3Ø, 4W. 2
2. COORDINATE WITH ELECTRICAL UTILITY. PROVIDE REDUCED VOLTAGE STARTERS AS REQUIRED.
3. SPECIAL SERVICE VOLTAGE MAY BE PERMITTED BY PERMISSION OF THE CITY OF STUART. THE PREFERRED VOLTAGE FOR 15 HP AND LARGER IS 480V, 3Ø, 3W.
4. SPECIAL SERVICE VOLTAGE MAY BE PERMITTED BY PERMISSION OF THE CITY OF STUART. THE PREFERRED VOLTAGE FOR 3 HP AND LESS IS 240V, 3Ø, 4W.
5. FOR SMALL GRINDER PUMP STATIONS WHERE ONLY 1Ø, 240, 3W SERVICE IS AVAILABLE; PROVIDE A CAPACITOR SYSTEM. FOR SMALLER LIFT STATIONS WHERE 3Ø POWER OUTPUT TO THE PUMPS IS REQUIRED A VFD WILL BE PROVIDED.
6. DIESEL ENGINE PUMPS OR LOCAL DIESEL STAND BY GENERATORS SHALL BE PROVIDED WHEN SPECIFIED.
7. PROVIDE 120/240V, 3Ø, 4W, WITH GROUND, MALE RECEPTACLE, 100 AMP, PYLE NATIONAL PART NUMBER JRE4100, CONFIRM WITH CITY BEFORE CONSTRUCTION.
8. PROVIDE 120/240V, 3Ø, 4W, WITH GROUND, MALE RECEPTACLE, 200 AMP, RUSSELSTOLL PART NUMBER FCF3144, CONFIRM WITH CITY BEFORE CONSTRUCTION.
9. PROVIDE 120/240V, 1Ø, 3W, WITH GROUND, MALE RECEPTACLE, HUBBLE 8450A, CONFIRM WITH CITY BEFORE CONSTRUCTION.

STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

ELECTRICAL NOTES

DATE: AUGUST 2025
FILE NAME: 2122 - UTILITIES DETAILS.dwg
SHEET NUMBER 61



REAR VIEW

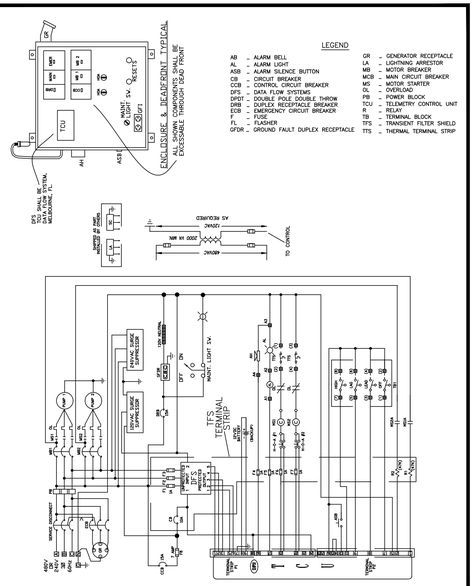
NOTES:

1. NO PENETRATION THROUGH PANEL TOPS.

STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

LIFT STATION CONTROL PANEL

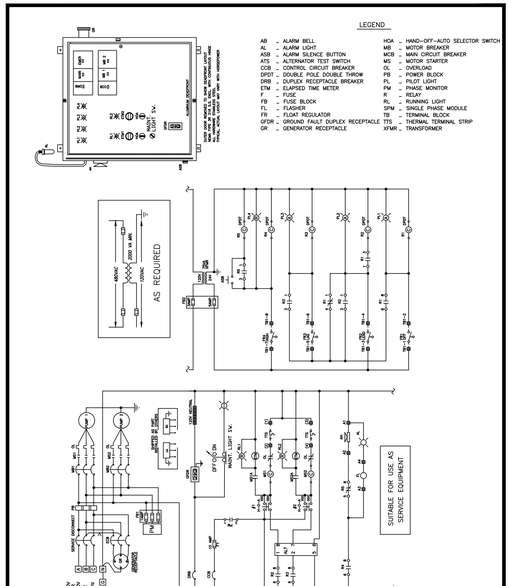
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STANDARD UTILITY DETAILS
City of Stuart
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121 S.W. Flagler Avenue, Stuart, Florida 34994

LIFT STATION CONTROL PANEL

DATE: AUGUST 2025
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STANDARD UTILITY DETAILS
City of Stuart
Utilities & Engineering Department
121 S.W. Flagler Avenue, Stuart, Florida 34994

PANEL W/O TCU

DATE: AUGUST 2025
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ALL ELEVATIONS REFERENCE (NAVD 88) DATUM

CAPTEC Engineering, Inc.
Civil Engineering Professionals
• 301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007557

DATE: 8/8/25
DRAWN BY: RC
DESIGNED BY: RC
CHECKED BY: JWC
PROJECT No.: 2122
HORZ. SCALE: AS SHOWN
VERT. SCALE: N/A
CADD FILE #'S: 2122-UTILITIES DETAILS

NO.	DATE	REVISIONS	BY
1	8/8/25	CITY OF STUART SUBMITTAL	RC
2	10/24/25	CITY OF STUART RESUBMITTAL	RC
3	12/12/25	FDEP PERMIT SET	RC
4	1/23/26	CITY OF STUART RESUBMITTAL	RC
5	2/3/26	FDEP PERMIT SET	RC
6	3/2/26	CITY OF STUART RESUBMITTAL	RC

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SCALE VERIFICATION
0 1"
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALES AND DIMENSIONS ACCORDINGLY

CAPRI HARBOR STUART
CITY OF STUART, FLORIDA

UTILITY DETAILS

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 2122
SHEET 13 OF 14

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GENERAL NOTES

1. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
2. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
3. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
4. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE- CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE LOCAL UTILITY COMPANY BY LETTER PRIOR TO THE PRECONSTRUCTION MEETING APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS.
5. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT, THE CONTRACTOR ACKNOWLEDGES HIS COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.
6. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENCHANCED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.
7. AS-BUILT PLANS: THE CONTRACTOR SHALL PROVIDE ONE (1) REPRODUCIBLE PDF, THREE (3) BLACK LINE COPIES AND ONE (1) DIGITAL FORMAT OF A CERTIFIED AS-BUILT SURVEY. DRAWINGS SHALL BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR AND SHALL BE SUBMITTED AFTER THE COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL APPROVAL. THE AS-BUILT SURVEY SHALL BE PREPARED IN PLAN AND PROFILE FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 472 OF THE FLORIDA STATUES. THE DRAWINGS SHALL BE AT A SCALE COMPARABLE TO THE DESIGN DRAWINGS PREPARED BY THE ENGINEER AND SHALL REFERENCE THE BASE LINE OF SURVEY APPEARING ON THE ENGINEERING DRAWINGS. THE HORIZONTAL AND VERTICAL LOCATION OF THE ROADWAYS, DRAINAGE FACILITIES AND ALL APPURTENANCES SHALL BE ACCURATELY DEPICTED TO SCALE AND SHALL BE IDENTIFIED RELATIVE TO THE BASE LINE AND TO READILY IDENTIFIABLE PERMANENT OR SEMI-PERMANENT REFERENCE POINTS EXISTING AFTER THE COMPLETION OF CONSTRUCTION. LOCATIONS SHALL BE DETERMINED FOR ALL DRAINAGE FACILITIES AT CHANGES IN HORIZONTAL AND VERTICAL DIRECTION, AND AT A MINIMUM OF AN INTERVAL NOT EXCEEDING ONE HUNDRED FEET (100'). THE PROFILE SHALL ACCURATELY REFLECT THE VERTICAL PIPE LOCATION AND THE FINISHED GRADE OVER THE PIPE.
8. THE CONTRACTOR SHALL PREPARE A PLAN SHOWING THE SCHEDULE OF WORK, INCLUDING A HIGHLIGHTED PLAN SHOWING THE ORDER OF CONSTRUCTION WHICH WILL FACILITATE MAINTAINING EXISTING SERVICES DURING CONSTRUCTION. THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE OF TRAFFIC AND STAGING PLAN REQUIREMENTS.
9. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
10. ALL CONSTRUCTION PERTINENT TO THIS DEPARTMENT SHALL BE INSTALLED, INSPECTED, AND TESTED IN ACCORDANCE WITH THE CITY OF STUART MINIMUM DESIGN AND CONSTRUCTION STANDARDS LATEST EDITION AND THE CITY OF STUART SPECIFICATIONS AND ORDINANCES WHERE APPLICABLE. IN CASE OF DISCREPANCIES BETWEEN THE CONSTRUCTION PLANS AND MANUALS, THE MOST RESTRICTIVE SHALL APPLY.
11. ALL AT&T, FPL, LOCAL CABLE, AND ALL LOCAL UTILITY COMPANY LOCATIONS SHOWN ARE TAKEN FROM INFORMATION PROVIDED BY THAT UTILITY COMPANY. THESE LOCATIONS HAVE NOT BEEN VERIFIED IN THE FIELD. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXPOSE ALL CROSSINGS WITH AT&T, CABLES/CATV, FIBER OPTIC (FO) AND FLORIDA POWER AND LIGHT (FPL) CONDUITS PRIOR TO BEGINNING CONSTRUCTION AND DELIVERY OF PIPE. THE CONTRACTOR IS TO USE EXTREME CAUTION WITHIN THE VICINITY OF PRIVATE UTILITY FACILITIES. THE CONTRACTOR WILL REQUEST A PRIVATE UTILITY REPRESENTATIVES PRESENCE DURING CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES. A PROFILE OF THE PRIVATE UTILITY FACILITIES ARE NOT PROVIDED IN THESE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PRIVATE UTILITIES AND OBTAINING THE APPROXIMATE LOCATION OF THESE FACILITIES. ANY NGVD-'29 OR NAVD-'88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:

    GEODETIC INFORMATION CENTER
    ATTN: CHARLIE NOVICE
    ATTN: MICG - 162
    6001 EXECUTIVE BOULEVARD
    ROCKVILLE, MARYLAND 20852
    TELEPHONE: (301) 443-8319
12. BENCH MARK DATA IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD) '88.
13. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION PLANS" ONLY.
14. ALL WORKERS MUST WEAR HIGH VISIBILITY SAFETY VESTS WHILE ON SITE. ALL WORKERS MUST HAVE THEIR COMPANY LOGO UPON THEIR SAFETY VEST, T-SHIRT OR HARD HAT WHILE ON SITE.
15. ASBUILTS TO BE PROVIDED TO THE CITY OF STUART PER COS SPECIFICATIONS.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIAL AS CLASSIFIED BY AASHTO M 145, FOUND SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL, AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 12 INCH LIFTS COMPACTED TO NOT LESS THAN 98% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-180. THICKNESS OF LAYERS MAY BE INCREASED, PROVIDED THAT THE EQUIPMENT AND METHODS USED ARE PROVEN BY FIELD DENSITY TESTING AND CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.
2. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON, OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF ONE (1) FOOT. ITEMS DESIGNATED TO REMAIN, TO BE RELOCATED, OR TO BE ADJUSTED SHALL BE SO DESIGNATED ON THE DRAWINGS.
3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3, OR A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL, NOT MORE THAN 10% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE AND HAVE AN ORGANIC CONTENT LESS THAN 1%.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC. DENSITY TESTS SHALL BE PERFORMED AT THREE (3) LOCATIONS AROUND ANY STRUCTURE. BEGIN TESTING IN THE FIRST FOOT ABOVE THE BOTTOM OF THE STRUCTURE AND THEN EVERY TWO FEET TO WITHIN TWO FEET OF THE FINISH GRADE.
5. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEMS SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE. ALL CONCRETE SHALL BE A MINIMUM 3,000 PSI.
6. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

SOIL RECOMMENDATION AND REQUIREMENTS

FILL REPLACEMENT:

1. WHERE FILLS TO BE PLACED ON NATURAL GROUND, THE FILL SHOULD BE A UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN SAND) AND BE PLACED IN LAYERS NOT TO EXCEED 12 INCHES LOOSE MEASURE AND COMPACTED AS OUTLINED ABOVE. SUFFICIENT COMPACTIVE EFFORT SHOULD BE APPLIED TO OBTAIN A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180 (ASTM D-1557).

EXCAVATION AND BACKFILLING:

1. WHERE EXCAVATION AND BACKFILLING ARE REQUIRED, THE SOILS SHOULD BE REMOVED TO THE SPECIFIED DEPTH. SUFFICIENT COMPACTIVE EFFORT MUST THEN BE APPLIED TO THE EXCAVATED SURFACE TO OBTAIN A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180 (ASTM D-1557).
2. BACKFILL SHALL BE UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN SAND) AND BE PLACED IN LAYERS NOT TO EXCEED 15 INCHES LOOSE MEASURE. SUFFICIENT COMPACTIVE EFFORT SHOULD BE APPLIED TO EACH LAYER TO OBTAIN A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY FOR THE ENTIRE DEPTH OF THE FILL AS DETERMINED BY AASHTO T-180 (ASTM D-1557). THE EXCAVATED SURFACE AND EACH LAYER OF BACKFILL SHOULD BE COMPACTED WITH A SELF-PROPELLED STEEL DRUM VIBRATORY ROLLER HAVING A MINIMUM TOTAL APPLIED FORCE OF 10 TONS.
3. CONTRACTOR TO OVER EXCAVATE ALL DETENTION / SWALE AREAS TO REMOVE HARD PAN LAYER.
4. IN ORDER TO VERIFY THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE RECOMMENDATIONS, ALL PROOFROLLING AND PLACEMENT OF COMPACTED FILL AND BACKFILL SHOULD BE OBSERVED AND TESTED AS REQUIRED HEREIN.

GROUNDWATER:

1. HEAVY RAINFALL AND/OR A HIGH WATER TABLE MAY OCCUR BEFORE THE EARTHWORK COMMENCES, OR DURING THE EARTHWORK OPERATION. WHEN THESE CONDITIONS OCCUR AND THE SITE PREPARATION CANNOT BE ACHIEVED AS SPECIFIED, AN EXCAVATION OF THE EXISTING CONDITIONS SHOULD BE CONDUCTED AND THE SPECIFICATIONS REVISED ACCORDINGLY. ANY DEWATERING FOR THE SITE MUST REMAIN WITHIN THE DETENTION AREAS AND RECHARGE TRENCHES. NO ADDITIONAL OFFSITE DISCHARGE IS ALLOWED.

COMPACTION:

1. WHERE THERE IS EXISTING STRUCTURES ADJACENT TO THE SITE THAT MAY BE AFFECTED BY THE SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT, DENSIFICATION MUST BE PERFORMED USING EQUIPMENT THAT WILL SATISFY THE REQUIRED DENSIFICATION WITHOUT THE RISK OF DAMAGE TO THE EXISTING STRUCTURE(S). LOADERS AND HEAVY PLATE COMPACTORS ARE TWO TYPES OF EQUIPMENT THAT HAVE BEEN USED SUCCESSFULLY. DENSIFICATION PROCEDURES MUST COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED.
2. WHEN SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT CANNOT BE USED AS SPECIFIED, VIBRATORY PLATE COMPACTORS MAY BE USED. WHEN THIS CONDITION OCCURS, THE OVERALL DENSIFICATION PROCEDURE MUST BE REVISED TO COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED. IN GENERAL, SMALL PLATE COMPACTORS WILL BE EFFECTIVE TO A MAXIMUM DEPTH OF 6 TO 8 INCHES.

STORM SEWER NOTES

1. ALL DISTURBED OUTFALL DRAINAGE AREAS SHALL BE SODDED UPON COMPLETION OF GRADING AFTER AS-BUILT GRADE ELEVATIONS ARE APPROVED BY THE ENGINEER.
2. PRIOR TO FINAL PAYMENT OF RETENTION, DETENTION, AND DRAINAGE DITCH QUANTITIES, ALL SLOPES AND SWALES SHALL BE SODDED TO AVOID EROSION.
3. BACKFILL SHALL BE COMPACTED IN NO GREATER THAN ONE (1) FOOT LIFTS TO THE DENSITY OF THE UNDISTURBED ADJACENT SOILS.
4. THERE IS TO BE NO OFF-SITE HAULING WITHOUT PRIOR APPROVAL AND ALL EXCAVATED MATERIAL SHALL BE USED ON-SITE.
5. THE CONTRACTOR SHALL CONSTRUCT THE STORMWATER MANAGEMENT SYSTEM IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES AND WATER QUALITY ON OR OFF-SITE. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
6. WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE CONTRACTOR SHALL ASSIST THE DESIGN ENGINEER TO PROVIDE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. SEE AS-BUILT REQUIREMENTS.
7. A STABLE PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED FEET (100') OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION TO THE WATER MANAGEMENT DISTRICT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITHIN THE CERTIFICATION REPORT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE WATER QUALITY MANAGEMENT SYSTEM.
9. INLETS (425/430): INCLUDES THE LIST OF MATERIALS/INSTALLATION/DEWATERING STABILIZATION/AS BUILT/TESTING. ALL STRUCTURES WILL REQUIRE THREE (3) COMPACTION TESTS AT DIFFERENT LOCATION AROUND STRUCTURES.
10. PIPE CULVERTS AND STORM SEWERS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH SECTION 430 F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
11. HDPE (HIGH DENSITY POLYETHYLENE) CULVERT SHALL BE N-12 INSTALLED PER MANUFACTURERS RECOMMENDATIONS. MANUFACTURER IS ADS (ADVANCED DRAINAGE SYSTEMS, INC.). AIR ENTRENCHED PIPE

BASIS OF PAYMENT

1. THE PRICE AND PAYMENT FOR THIS PROJECT SHALL INCLUDE ALL LABOR, MATERIALS, EXCAVATION, INCIDENTALS, MECHANICAL RESTRAINT, CLEANING & FLUSHING, PIPE BEDDING, SPECIAL BACKFILL, DEWATERING, CLEAN-UP, DISPOSAL OF EXCESS MATERIAL, TESTING, TRENCH SAFETY AND SHORING, MOBILIZATION, MAINTENANCE OF TRAFFIC, CLEARING & GRUBBING, AND ANY OTHER ITEMS OF WORK REQUIRED FOR THE COMPLETED INSTALLATION OF THE PROJECT.

TRAFFIC

1. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND COUNTY RULES AND REGULATIONS GOVERNING THE USE OF STREETS FOR PROTECTION OF THE WORK AND PUBLIC SAFETY. MAINTENANCE OF TRAFFIC SHALL BE PROVIDED BY CONTRACTOR IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION - LATEST EDITION.

CLEAN-UP

1. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A NEAT CONDITION AT ALL TIMES AND SHALL RESTORE/REPAIR ALL DRIVEWAYS, SIDEWALKS, UTILITIES, LANDSCAPING, IRRIGATION SYSTEMS, ETC., AFFECTED BY CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIALS, DEBRIS, EQUIPMENT, ETC., FROM THE JOBSITE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION OPERATIONS.
3. FOR FURTHER SITE MAINTENANCE REQUIREMENTS THE CONTRACTOR IS REFERRED TO THE "AGREEMENT BETWEEN OWNER AND CONTRACTOR.
4. UNLESS OTHERWISE SPECIFIED OR NOTED; ALL DISTURBED AREAS TO BE RESTORED BY CONTRACTOR TO PRE-CONSTRUCTION CONDITION OR BETTER PRIOR TO ACCEPTANCE BY CITY OF STUART / OWNER.

10 DAYS PRIOR TO CROSSING EXISTING UTILITIES, THE CONTRACTOR WILL POT HOLE THE LOCATION OF THE EXISTING UTILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION.

WATER QUALITY NOTES

1. ALL ACTIVITIES SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS, AND PERFORMANCE CRITERIA.
2. THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AUTHORIZED STAFF, UPON PROPER IDENTIFICATION, MUST BE GRANTED PERMISSION TO ENTER, INSPECT, AND OBSERVE THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
3. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS. ALL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL. A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATIONS 1988), WHICH ARE HEREBY INCORPORATED BY REFERENCE, UNLESS A PROJECT SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE SFWMD PERMIT, IN WHICH CASE THE PRACTICES MUST BE IN ACCORDANCE WITH THE PLAN. IF SITE SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY, IN ACCORDANCE WITH THE SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION 1988). THE CONTRACTOR SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
5. THE STORMWATER MANAGEMENT SYSTEM MUST BE COMPLETE IN ACCORDANCE WITH THE PLANS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE.
6. IF DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION OR THEREAFTER AND THE SURFACE WATER PUMP(S), WELLS, OR FACILITIES ARE CAPABLE OF WITHDRAWING ONE MILLION GALLONS OF WATER PER DAY OR MORE, OR AN AVERAGE OF 100,000 GALLONS PER DAY OR MORE OVER A YEAR, AND ANY DISCHARGE IS TO BE OFF-SITE, THE CONTRACTOR MUST APPLY FOR AND OBTAIN A CONSUMPTIVE USE PERMIT (40C-2) FROM THE DISTRICT IF YOU NEED ADDITIONAL INFORMATION OR APPLICATION MATERIALS. ANY DEWATERING FOR THE SITE MUST REMAIN ONSITE.

SITE PREPARATION AND GRADING :

1. PREPARATION OF THE SITE FOR CONSTRUCTION WILL REQUIRE GRUBBING AND STRIPPING OF VEGETATION AND ROOT SYSTEMS THROUGHOUT AREAS TO BE COVERED BY NEW CONSTRUCTION. TRUNKS AND ROOT BALLS FOR TREES SHOULD BE REMOVED. SITE PREPARATION AT FORMER LOCATIONS OF LARGER SHRUBS AND TREES MAY REQUIRE EXCAVATION TO GREATER DEPTHS.
2. FILL MATERIAL MAY BE REQUIRED. FILL SHOULD BE FREE FROM DEBRIS OR OTHER DELETERIOUS MATTER, AND SHOULD CONSIST OF CLEAN GRANULAR MATERIAL THAT HAS A MAXIMUM PARTICLE SIZE NOT GREATER THAN SIX INCHES. IT SHOULD CONTAIN NOT MORE THAN 10% PASSING THE U.S. STANDARD NUMBER 200 SIEVE, AND HAVE AN ORGANIC CONTENT LESS THAN ONE PERCENT.
3. FILL SHOULD BE PLACED IN ESSENTIALLY HORIZONTAL LIFTS LESS THAN 12 INCHES IN UNCOMPACTED THICKNESS, HAVE A MAXIMUM PARTICLE SIZE NOT GREATER THAN 6 INCHES, BE MOISTURE CONDITIONED AS NECESSARY, AND UNIFORMLY COMPACTED TO AT LEAST 98 PERCENT RELATIVE COMPACTION AS DETERMINED BY THE MODIFIED PROCTOR PROCEDURE (ASTM D1557).
4. AFTER COMPLETION OF THE GENERAL SITE PLAN PREPARATION, WHEN EXCAVATIONS FOR THE CONSTRUCTION OF FOUNDATIONS ARE MADE THROUGH THE COMPACTED NATURAL GROUND, FILL OR BACKFILL, THE BOTTOMS OF THE EXCAVATIONS ARE TO BE TAMPED SO AS TO DENSIFY SOILS LOOSENED DURING OR AFTER THE EXCAVATION PROCESS, OR WASHED OR SLOUGHED INTO THE EXCAVATION PRIOR TO THE PLACEMENT OF FORMS. A PLATE TAMPER CAN BE USED FOR THIS FINAL DENSIFICATION IMMEDIATELY PRIOR TO THE PLACEMENT OF REINFORCING STEEL, WITH PREVIOUSLY DESCRIBED DENSITY REQUIREMENTS TO BE MAINTAINED BELOW THE FOUNDATION LEVEL.
5. AFTER FOUNDATION FORMS ARE REMOVED, BACKFILL AROUND FOUNDATIONS SHOULD BE PLACED IN LIFTS SIX INCHES OR LESS IN THICKNESS, WITH EACH LIFT INDIVIDUALLY COMPACTED WITH A PLATE TAMPER. THE BACKFILL SHOULD BE COMPACTED TO A DRY DENSITY OF AT LEAST 98% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM DRY DENSITY.

SOIL EROSION PLAN

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SPECIFIC SOIL EROSION PLAN. IN GENERAL THE SOIL EROSION PLAN SHALL REQUIRE THAT ALL ON-SITE SOILS WILL REMAIN ON-SITE AND WILL NOT ERODE INTO THE ADJACENT ROADSIDE SWALES, ADJACENT PROPERTIES, OR RETENTION DITCHES. ALL EXISTING SWALES SHALL REMAIN SODDED DURING CONSTRUCTION. THE CONTRACTOR SHALL SCARIFY ONLY AS NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL SCARIFY AREAS TO PLACE VARIOUS PIPE WORK. AFTER PLACEMENT OF THE PIPE, THESE TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A 98% DENSITY. PRIOR TO DISCHARGE FROM THE SITE, SILTATION BARRIERS AND HAY BALES SHALL BE UTILIZED AS PER FLORIDA DEPARTMENT OF TRANSPORTATION INDEX 102. THE DRAINAGE WHICH OUTFALLS TO THE RETENTION AREAS SHALL BE STABILIZED AND SODDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. UPON COMPLETION OF THE SITE WORK, ALL AREAS SHALL BE SODDED TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA. SPECIFICALLY, NO OFF-SITE DISCHARGES WILL BE ALLOWED WHICH EXCEED THE STATE TURBIDITY CRITERIA.

ADDENDUM NOTES

1. PRIOR TO RELOCATING ANY STREET SIGNS, CONTRACTOR MUST COORDINATE WITH THE CITY OF STUART.
2. ACCESS TO FDC'S AND FIRE HYDRANTS MUST BE MAINTAINED AT ALL TIMES.
3. INLET GRADES WILL HAVE TRANSFERABLE SLOTS FOR PEDESTRIAN / BICYCLE TRAFFIC. INLET GRATES TO BE GALVANIZED STEEL.
4. CONTRACTOR TO NOTE PIPING AND DDCV'S TO BE RESTRAINED AS PER CITY OF STUART UTILITY STANDARDS - SEE DETAIL SHEETS.

CULVERT / CONDUIT LEGEND:

RCP - REINFORCED CONCRETE PIPE

RCPE - REINFORCED CONCRETE PIPE ELLIPTICAL

HDPE - HIGH DENSITY POLYETHYLENE

CAP - CORRUGATED ALUMINUM PIPE

MES - MITERED END SECTION

FO - FIBER OPTIC CONDUIT

PERMITS:

1. CONTRACTOR TO OBTAIN CITY OF STUART BUILDING PERMIT.
2. CONTRACTOR MUST SUBMIT NPDES PERMIT.
3. CONTRACTOR TO NOTIFY SFWMD PRIOR TO CONSTRUCTION.

ENGINEER OF RECORD INSPECTION REQUIREMENTS

	F.B.V.		DENSITY		L.B.R.		THICKNESS	
	MAX. SPACING		MAX. SPACING		MAX. SPACING		MAX. SPACING	
COMPACTED OR STABILIZED GRADE	LINEAR FEET	SQUARE FEET	LINEAR FEET	SQUARE FEET	LINEAR FEET	SQUARE FEET	LINEAR FEET	SQUARE FEET
200		5,000	200	5,000	200	5,000	300	10,000
---- ROCK BASE		----	300	10,000	300	10,000	300	10,000
---- SHELL ROCK		----	300	10,000	----	----	300	10,000
---- ASPHALT		----	----	----	----	----	PER INSP.	PER INSP.

ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 12" INSIDE THE LEFT EDGE OF THE ITEM TESTED, TO THE CENTER, TO A POINT INSIDE OF THE RIGHT EDGE

GEOTECHNICAL NOTES

SITE PREPARATION RECOMMENDATIONS

AACE File No. 25-101

7.2 SITE PREPARATION RECOMMENDATIONS

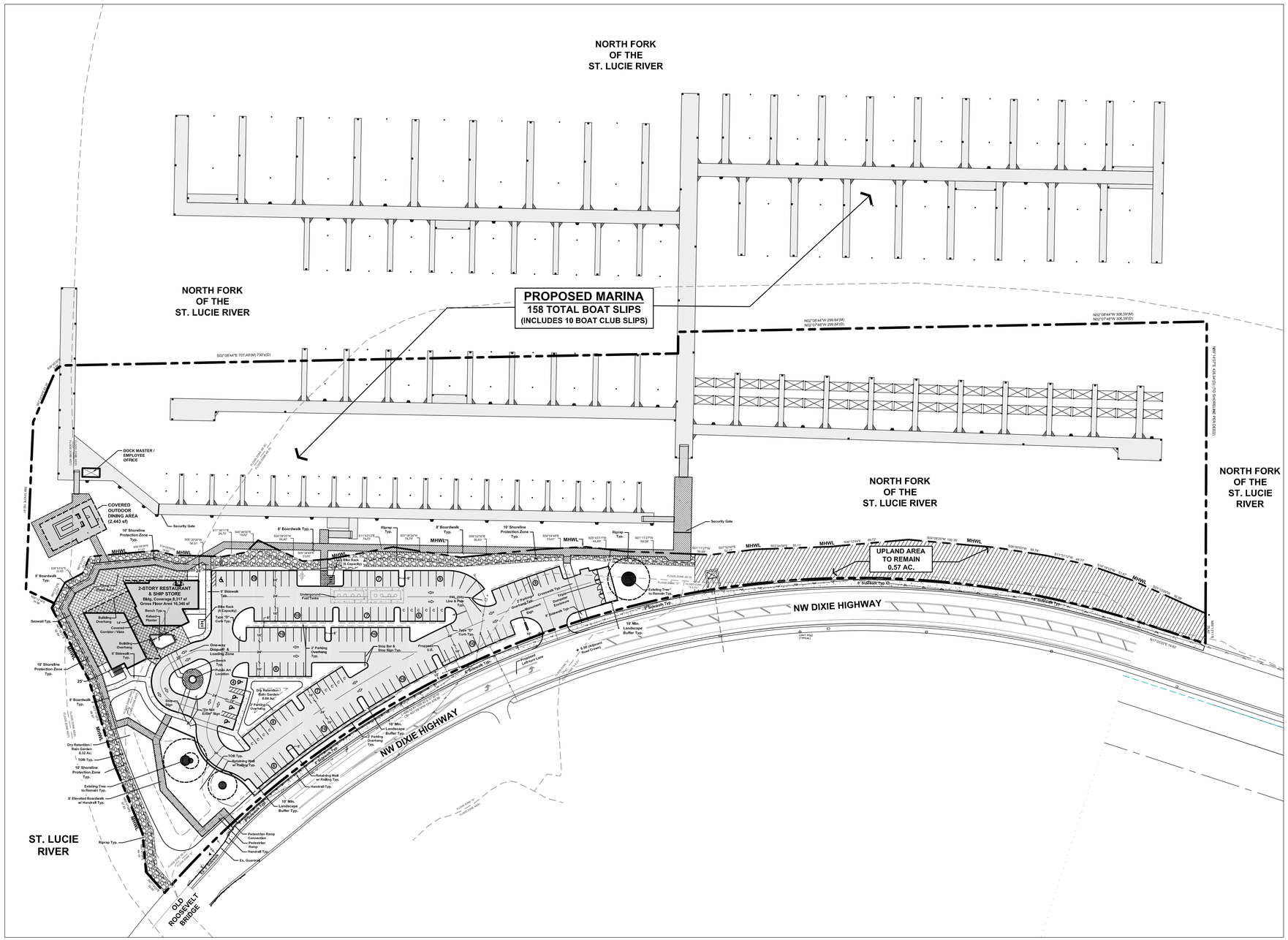
THE SITE PREPARATION WE RECOMMEND FOR THIS SITE CONSISTS OF THE FOLLOWING:

- CLEAR, GRUB AND STRIP THE BUILDING AREAS WITHIN TEN FEET OUTSIDE CONSTRUCTION PERIMETERS OF ALL SURFACE VEGETATION, TOPSOIL AND PAVEMENT SECTIONS.
- REMOVE ALL UNDERGROUND UTILITIES AND DRAINAGE FEATURES, AND BACKFILL THESE AREAS WITH GRANULAR MATERIALS PLACED IN INDIVIDUALLY COMPACTED LIFTS.
- FILL AND LEVEL THE CONSTRUCTION AREAS AS NEEDED.
- DENSIFY DEEP FOUNDATION SOILS USING THE VIBRO-REPLACEMENT TECHNIQUE (VRT) TO DEPTHS OF 35 FEET BELOW THE FOUNDATION BEARING LEVEL.
- AFTER THE VRT IMPLEMENTATION, PREPARE SUITABLE BEARING SURFACES AND SLAB AREAS USING A VIBRATORY ROLLER.

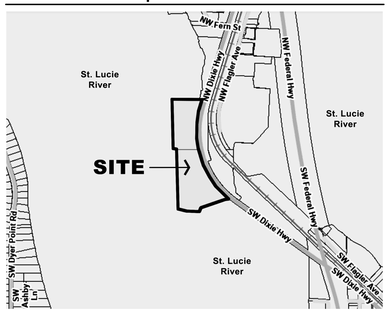
7.2.1 VIBRO-REPLACEMENT TECHNIQUE (VRT)

THE SOILS BENEATH THE LOAD-BEARING WALL AND COLUMN FOUNDATIONS FOR THE PROPOSED THREE-STORY OFFICE BUILDING SHOULD BE IMPROVED USING THE VIBRO-REPLACEMENT TECHNIQUE (VRT) TO DEPTHS OF 35 FEET BELOW THE FOUNDATION BEARING LEVEL. IF HARD RESISTANCE TO THE VRT PROBE ADVANCEMENT IS ENCOUNTERED AT SHALLOWER DEPTHS FEET, THE DEPTH OF IMPROVEMENT MAY BE SHORTENED, BASED ON THE GEOTECHNICAL ENGINEER'S FIELD OBSERVATIONS.

THE VRT GROUND IMPROVEMENT PROCESS IS A HIGHLY SPECIALIZED TECHNIQUE, AND ITS SUCCESSFUL COMPLETION DEPENDS ON THE EXPERIENCE OF THE SPECIALTY CONTRACTOR, THE SIZE AND ENERGY OF THE EQUIPMENT USED, AND THE SPACING OF THE PROBE LOCATIONS. A SITE SPECIFIC VRT GROUND IMPROVEMENT PROGRAM WILL BE DESIGNED AND PERFORMED BY



Location Map



Traffic Statement

The applicant proposes to construct a 158-berth Marina plus ancillary uses to the marina operation, 5,626 SF of restaurant use, 7,641 SF of outdoor seating, 1,202 SF of Retail and 240 SF of Office use.
The property is within the City of Stuart's transportation concurrency exception area and is exempt from transportation concurrency based on the City Code.
The proposed development will generate the following net external trips:
1,195 daily, 83 AM peak hour (44 in/39 out), and 103 PM peak hour (62 in/41 out) trips
The proposed development will generate the following driveway trips:
1,871 daily, 141 AM peak hour (76 in/65 out), and 162 PM peak hour (97 in/65 out) trips

Drainage Statement

Stormwater for the proposed Capri Harbor Stuart Site will be collected via a system of inlets and culverts and will be routed to a proposed on-site dry retention system. The dry retention system will provide the required water quality treatment/nutrient reduction as well as pre- vs. post-development discharge attenuation before ultimately discharging into the St. Lucie River. All calculations will be performed per City of Stuart and South Florida Water Management District criteria. The proposed site's pavement above the 10-year / 1-day storm event, the perimeter berm above the 25-year / 3-day storm event, and finished floor elevations will be set at or above the 100-year / 3-day (zero discharge) storm event or two feet above the FEMA Flood Elevation, whichever is more stringent.

Legend

- **C** — Compact Parking Space Typ. (8.5' x 16' w/ 2' overhang)
- Upland Area to Remain 0.57 Ac.
- Existing Tree to Remain Typ.

Site Data

Total Gross Site Area	11.09 Ac. / 483,368 sf
Upland Area	3.60 Ac. / 156,876 sf
Submerged Area	7.49 Ac. / 326,492 sf
Zoning District	Urban Waterfront (UW)
Future Land Use	Downtown
* The Property is located within the Community Redevelopment Area (CRA)	
Parcel Control Number	05-38-41-000-000-00040-5 32-37-41-004-000-00030-9
Existing Use	Former Boat Club
Proposed Use	Marina Facility & Restaurant
Restaurant	275 Seats
Ship Store	1,442 sf
Retail Area Floor Space 1,202 sf	
Office Area 240 sf	
Marina	148 Slips
Boat Club	10 Slips
Maximum Permitted Building Height	3-Stories / 35'
Proposed Building Height	2-Stories / 33' (Top of Structure = 30' & Top of Parapet = 33')

Building Setback Requirements

Front Building Setback:	(from east property line abutting NW Dixie Hwy.)	10' Min.
Side Building Setback:	(from north property line & south mean high water line)	10' Min.
Rear Building Setback:	(from west mean high water line)	10' Min.

Site Calculations

	Acres	SF	%
Gross Upland Area	3.60 Ac.	156,876 sf	100%
Total Impervious Area	1.65 Ac.	71,897 sf	46%
Building Coverage	0.19 Ac.	8,317 sf	5%
Vehicular Use Area	1.25 Ac.	54,629 sf	35%
Sidewalks, Other Pavement & Pads	0.21 Ac.	8,951 sf	6%
Total Pervious Area	1.95 Ac.	84,979 sf	54%
Dry Retention Area	0.36 Ac.	15,782 sf	10%
Boardwalk / Elevated Boardwalk & Riprap	0.42 Ac.	18,419 sf	12%
Open Space / Landscape Area	0.60 Ac.	25,848 sf	16%
Upland Area to Remain	0.57 Ac.	24,930 sf	16%

Parking Data

	Required	Provided
Marina: 148 Boat Slips & 3 Employees		
1 Space per 4 boat slips (148 slips / 4)	37 Spaces	37 Spaces
1 Space per employee on largest shift	3 Spaces	3 Spaces
Boat Club: 10 Boat Slips & 2 Employees		
1 Space per each boat slip (10 slips / 1)	10 Spaces	10 Spaces
1 Space per employee on largest shift	2 Spaces	2 Spaces
Restaurant: 275 Seats & 15 Employees		
1 Space per 4 seats (275 seats / 4)	69 Spaces	69 Spaces
1 Space per employee on largest shift	15 Spaces	15 Spaces
Ship Store: 1,442 sf (Retail 1,202 sf + Office 240 sf)		
Retail: 1 Space per 300 sf of floor area (1,202 sf / 300)	4 Spaces	4 Spaces
Office: 1 Space per 350 sf (240 sf / 350)	1 Space	1 Space
Total Parking:	141 Spaces	*141 Spaces

* (The total provided 142 parking spaces includes handicap & compact spaces)

Handicap Parking (ADA Compliance, Section 208.2)	Required	Provided
5 Spaces Minimum per 101 - 150 Provided Spaces	5 Spaces	5 Spaces

Compact Parking Spaces (Sec. 3.01.03 F.1.e.v)	Max. Permitted	Provided
Up to 10% of the Required Parking Spaces (141 x 10%) * (Included as part of the total provided parking spaces)	14 Spaces	14 Spaces

Bicycle Parking Requirement	Required	Provided
2 per 1st 10 Spaces & 2 per each additional 30 Required Vehicular Parking Spaces	11 Spaces	12 Spaces (2 Total - 6 Bike Capacity Racks)

Loading Requirement	Required	Provided
1 loading space (10' x 25') per 5,000 - 80,000 sf of floor Area	1 Space	1 Space (Loading activity will occur in drop-off area during non-business hours)

Scale: 1" = 60'

0' 30' 60' 120' 180'

North

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Capri Harbor Stuart

City of Stuart
Florida

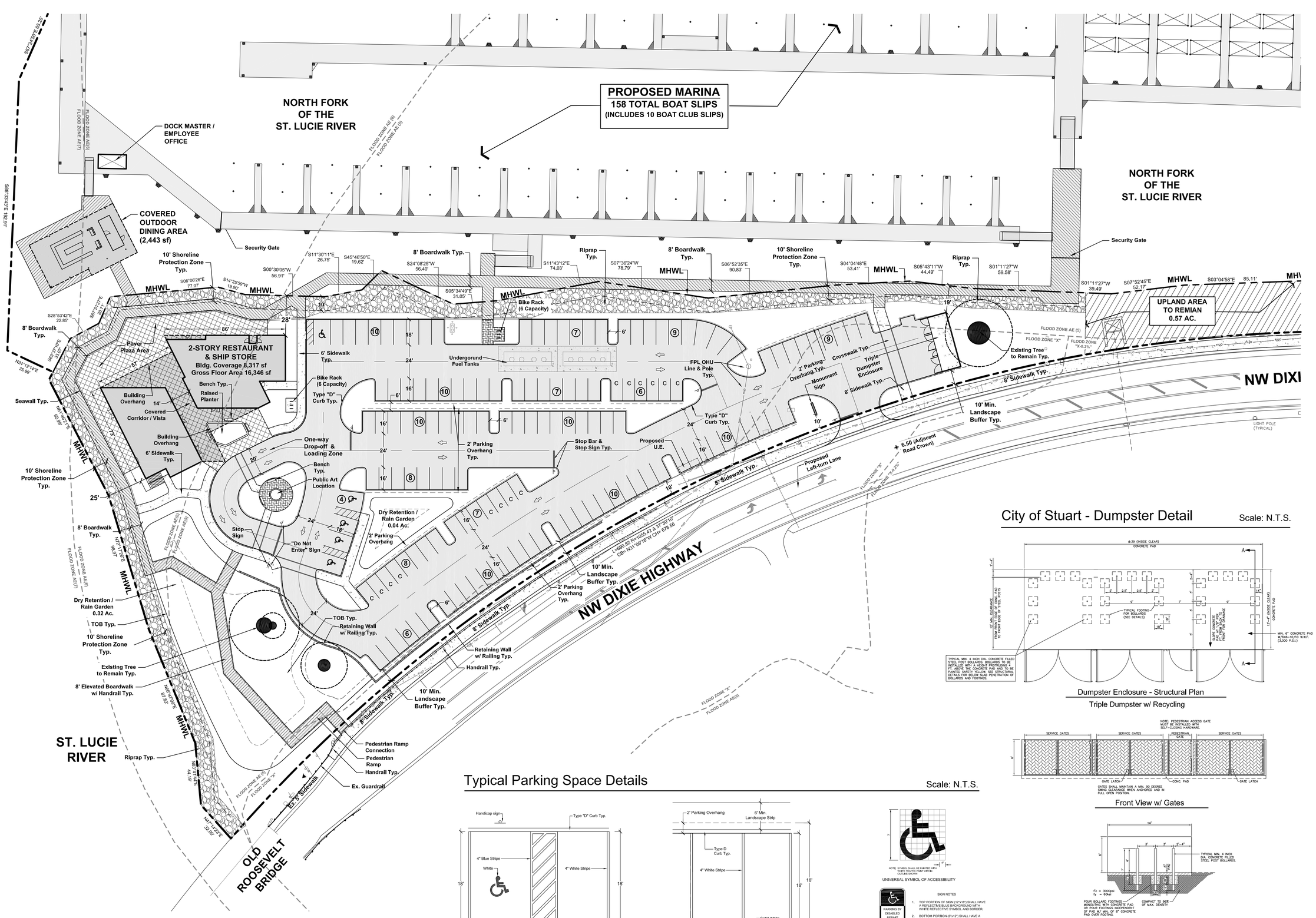
Major Development Site Plan

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REGISTERED LANDSCAPE ARCHITECT CRAIG MICHAEL HOUSTON LA0000905 STATE OF FLORIDA

Job No.	2024-46
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	8-8-25
	10-27-25 1-28-26
Revision Dates	3-02-26

SP-1



City of Stuart - Dumpster Detail

Scale: N.T.S.

Dumpster Enclosure - Structural Plan

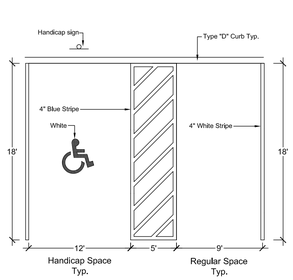
Triple Dumpster w/ Recycling

Front View w/ Gates

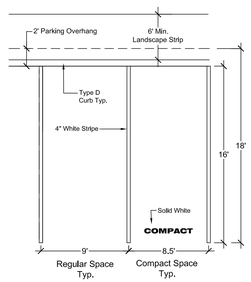
Section A-A

Typical Parking Space Details

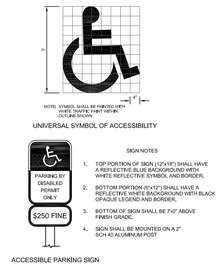
Scale: N.T.S.



Handicap & Regular Parking Space Typ.



Regular & Compact Space w/ Overhang Typ.



Scale: 1" = 30'

0' 15' 30' 60' 90'

North

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Capri Harbor Stuart

Florida

City of Stuart

Major Development Site Plan

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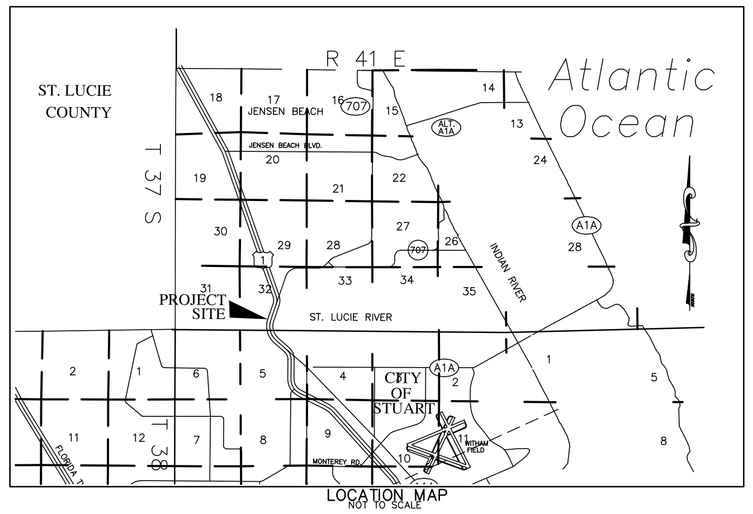
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Submittal Dates	8-8-25
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SP-2

TIDAL WATER SURVEY,
BOUNDARY SURVEY & TOPOGRAPHIC SURVEY

OF

50 NW DIXIE HWY
&
54 NW DIXIE HWY



LOCATION MAP
NOT TO SCALE

SHORELINE PROTECTION NOTE:

SHORELINE PROTECTION ZONE (SPZ) SHOWN PER CITY OF STUART LAND DEVELOPMENT CODE. PROPERTY IS LOCATED IN COMMUNITY REDEVELOPMENT AREA (CRA), URBAN WATERFRONT ZONING. SPZ IS SHOWN AS 10 FEET MEASURED FROM MEAN HIGH WATER LINE PER CITY OF STUART REVIEW COMMENTS.

SURVEYOR REPORT:

AT THE TIME OF THIS SURVEY, THE TITLE COMPANIES, ATTORNEYS, AND CLIENTS WERE INFORMED THAT THE LEGAL DESCRIPTION PER THE TITLE POLICY IS OUT DATED, PARTLY NOT VALID, UNCLEAR, AMBIGUOUS, AND LACKING QUALIFIED INFORMATION. ALL PARTIES WERE ADVISED THAT A NEW AND CLEAR LEGAL DESCRIPTION SHOULD BE CREATED PRIOR TO ANY SUBMITTALS TO GOVERNING AGENCIES FOR FUTURE DEVELOPMENT TO AVOID ANY CONFLICT OR CONFUSION. THE ADVICE HAS NOT BEEN TAKEN BY THOSE PARTIES. THIS SURVEY SHOWS THE UPLAND BOUNDARY LINES AND SUBMERGED LANDS LINES AS BEST AS POSSIBLE. THERE IS A SIGNIFICANT DIFFERENCE IN UPLAND AREA DUE TO FACTORS SUCH AS EROSION, ACCRETION, FILLING AND ROADWAY DEVELOPMENT.

RIGHT OF WAY NOTES:

RIGHT OF WAY SHOWN PER THE FOLLOWING:
PLAT BOOK 17, PAGE 19
PLAT BOOK 1, PAGE 4
PLAT BOOK 4, PAGE 98
RIGHT OF WAY MAP SECTION 89010-2501 (1960)
RIGHT OF WAY MAP SECTION 8901-(111) 205 (1953)

SUBMERGED LAND NOTES:

SUBMERGED LANDS SHOWN ON THIS SURVEY ARE SHOWN PER THE FOLLOWING INFORMATION: DEED BOOK 699/1552; DEED BOOK 1182/2294; DEED BOOK 878/219; FDEP PERMIT #43-0167281-002; D.P. DEBERRY SURVEY OF 1965; S.J. BROWN SURVEY 1995; MARTIN COUNTY GIS PARCEL MAP. THE LIMITS OF SUBMERGED LINES ARE AMBIGUOUS AND THE EVIDENCE SHOWN ABOVE SUPPORTS THE BEST LOCATION AT TIME OF SURVEY. FOR PARCEL 7, THE SUBMERGED LANDS LINE IS SHOWN PER THE DEED (LABELED PER DEED) AND SHOWN BY EVIDENCE OF OTHERS (LABELED BY OTHERS). MARTIN COUNTY, CITY OF STUART & STATE OF FLORIDA WAS CONTACTED AND NO DEFINITE EVIDENCE WAS PROVIDED FOR THIS SURVEY. MARTIN COUNTY SURVEYOR STATED THAT THE BULKHEAD LINES FOR MARTIN COUNTY ARE WELL DEFINED AND IN SOME INSTANCES AS THIS ONE, NOT AVAILABLE.

MEAN HIGH WATER NOTES:

1. THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
2. THE MEAN HIGH WATER (MHW) ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 969 AS SHOWN IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, TIDAL WATER SURVEY PROCEDURAL APPROVAL DATED 12/26/2024.
3. TOPCON S5 ROBOTIC TOTAL STATION USED TO LOCATE MEAN HIGH WATER LINE.
4. THE MEAN HIGH WATER FILING NUMBER HAS BEEN RECEIVED FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, FILE #9244.
5. THE MHW LINE SHOWN HEREON DOES NOT NECESSARILY REFLECT ALL OF THE SINUOSITIES OF SAID LINE, AND ONLY THOSE POINTS MARKED BY CIRCLES ARE IN FACT ON SAID LINE. THE TANGENTS WHICH CONNECT THESE POINTS BY BEARING AND DISTANCE, ARE SHOWN TO PROVIDE A CLOSED GEOMETRIC FIGURE.
6. MONUMENTATION WAS NOT SET ON THE MHW LINE AS A PRECAUTION. TIES TO TWO UPLAND MONUMENTS WERE ESTABLISHED AND SHOWN HEREON.

UTILITY NOTE:

UTILITIES EXIST WITH NO KNOWN PERMISSIBLE EASEMENT

FLOOD ZONE NOTES:

1. FLOOD ZONES LISTED HEREON ARE SCALED FROM DIGITAL FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD ZONE MAP #12061C0134H, DATED 2/19/2020.
2. FLOOD ZONES MAY VARY FROM CURRENT ONSITE CONDITIONS. CLIENT SHOULD CONTACT FEMA FOR EXACT CURRENT FLOOD ZONES.

PARCEL 5 NOTE:

PARCEL 5 INTENTIONALLY DELETED FROM TITLE.

PARCEL 6 NOTE:

PARCEL 6 LIES WITHIN THE RIGHT-OF-WAY, SHOWN HATCHED AND IS APPROXIMATE PER DEED AS SCALED FROM OLD RIGHT OF WAY MAPS.

SURVEYOR'S NOTES:

NOT COMPLETE WITHOUT SHEETS "1 OF 3", "2 OF 3", AND "3 OF 3"
1. BEARINGS REFER TO THE NORTH LINE OF 5-38-41 AND REFER TO STATE PLANE (NAD83) NORTH AMERICAN DATUM 1983(2011), FLORIDA EAST ZONE 901.
2. (DOT)=DEPARTMENT OF TRANSPORTATION RIGHT OF WAY 1960; (M)=FIELD MEASUREMENT; (C)=CALCULATED MEASUREMENT; (D)=DEED;Δ =DELTA ANGLE; CB=CHORD BEARING; CD=CHORD DISTANCE
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAYS, EASEMENTS, OR OTHER ENCUMBRANCES BY THIS FIRM.
4. UNDERGROUND UTILITIES NOT LOCATED PER THIS SURVEY.
5. MONUMENTATION WAS NOT SET ALONG THE MEAN HIGH WATER LINE. INDICES ARE REPRESENTED BY CIRCLES AT EACH CHANGE IN DIRECTION ALONG THE MEAN HIGH WATER LINE.
6. ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
7. (TYP.) = TYPICAL

DATUM & ACCURACY NOTES:

1. HORIZONTAL DATA FOR BEARINGS AND COORDINATES REFER TO STATE PLANE NAD83(2011), FL EAST ZONE 901. CONTROL USED IS NGS MONUMENT K 403 (HELD) AND MARTIN COUNTY GPS 1002 (VERIFIED). POINT POSITION IS PLUS OR MINUS 0.02 FEET. GPS AND ROBOTIC TOTAL STATION USED FOR DATA COLLECTION.
2. VERTICAL DATA FOR ELEVATIONS REFER TO NAVD88 (NORTH AMERICAN VERTICAL DATUM 1988). CONTROL USED IS NGS MONUMENT BRASS DISK X-231 (HELD) AND MARTIN COUNTY BENCHMARK D-1 (VERIFIED). POINT POSITION IS PLUS OR MINUS 0.035 FEET. GPS AND ROBOTIC TOTAL STATION USED FOR DATA COLLECTION.
3. THIS SURVEY IS INTENDED TO MEET OR EXCEED SECOND ORDER CLASS II, 1:20,000 ACCURACY AND CLOSURE SPECIFICATIONS.

LEGEND:

ORB, PG = OFFICIAL RECORD BOOK, PAGE
PB, PG = PLAT BOOK, PAGE
DB, PG = DEED BOOK, PAGE
Ⓢ = UTILITY MAN HOLE
= FIRE HYDRANT ASSEMBLY
○ = CLEAN OUT
-ohu- = OVERHEAD UTILITIES
▫ = UTILITIES INDICATOR
⟵ = GUY ANCHOR
*☐☐ ○ = UTILITY POLE
▭ = SIGN
◆ = BENCH MARK
◉ = SURVEY MARKER
N., E. = NORTHING, EASTING
CL = CENTER LINE
R/W = RIGHT OF WAY

LEGAL DESCRIPTION PER TITLE COMMITMENT No. 2508494FL-A:

PARCEL 1:

LOT A, OF RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF FILED MARCH 26, 1925, RECORDED IN PLAT BOOK 4, PAGE 98, PUBLIC RECORDS OF ST.LUCIE COUNTY, FLORIDA, AND ANY REVISED PLAT OF LATER DATE RECORDED IN MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, TOGETHER WITH RIPARIAN RIGHTS.

PARCEL 2:

A PARCEL OF SUBMERGED LAND IN THE ST.LUCIE RIVER IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING WEST OF LOT A, OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 41, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM AN IRON PIPE LOCATED ON THE SOUTH LINE OF SAID SECTION 32, SAID PIPE BEING THE SOUTHEAST CORNER OF LOT A OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 41, MARTIN COUNTY PUBLIC RECORDS; THENCE PROCEED SOUTH 89°23'30" WEST ALONG SAID SECTION LINE FOR 59.24 FEET MORE OR LESS TO THE EASTERLY SHORE OF THE ST.LUCIE RIVER FOR THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 89°23'30" WEST ALONG SAID SECTION LINE FOR A DISTANCE OF 319 FEET MORE OR LESS TO A POINT ON THE CITY BULKHEAD LINE, SAID POINT BEING 378.24 FEET WEST OF THE ABOVE DESCRIBED SOUTHEAST CORNER OF LOT A; THENCE PROCEED NORTH 02°07'48" WEST ALONG SAID CITY BULKHEAD LINE FOR A DISTANCE OF 299.84 FEET TO A POINT; THENCE PROCEED NORTH 89°23'30" EAST FOR A DISTANCE OF 380 FEET MORE OR LESS TO THE EASTERLY SHORE OF THE ST.LUCIE RIVER, SAID POINT BEING WHERE THE NORTH LINE OF THE ABOVE LOT A, INTERSECTS THE EASTERLY SHORE OF THE ST.LUCIE RIVER; THENCE MEANDER THE EASTERLY SHORE OF THE ST. LUCIE RIVER IN A SOUTHERLY DIRECTION FOR 300 FEET MORE OR LESS TO THE POINT OR PLACE OF BEGINNING.

PARCEL 3:

ALL OF THE UNNUMBERED TRACT LYING NORTH OF LOT A IN BLOCK A OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 41, OF THE MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, LESS THE NORTH 742.40 FEET OF SAID UNNUMBERED TRACT AND SAID 742.40 FEET BEING MEASURED PERPENDICULAR TO THE NORTH LINE OF SAID UNNUMBERED TRACT, INCLUDING ALL RIPARIAN RIGHTS; LESS AND EXCEPTING ANY PART THEREOF LYING WITHIN 33 FEET OF THE CENTERLINE OF THE 66 FOOT RIGHT OF WAY OF STATE ROAD NO.5.

PARCEL 4:

A PARCEL OF SUBMERGED LAND IN THE ST.LUCIE RIVER IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM AN IRON PIPE LOCATED ON THE SOUTH LINE OF SAID SECTION 32, SAID PIPE BEING THE SOUTHEAST CORNER OF LOT A OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 41, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS. THENCE PROCEED SOUTH 89°23'30" WEST FOR 378.24 FEET TO A POINT ON THE CITY BULKHEAD LINE; THENCE PROCEED NORTH 02°07'48" WEST ALONG SAID CITY BULKHEAD LINE FOR 299.84 FEET TO THE POINT OR PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE PROCEED NORTH 02°07'48" WEST ALONG THE CITY BULKHEAD LINE FOR 306.59 FEET TO A POINT; THENCE PROCEED NORTH 89°14'07" EAST FOR A DISTANCE OF 428.94 FEET TO A POINT ON THE EASTERLY SHORE LINE OF THE ST.LUCIE RIVER SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTH 742.40 FEET OF AN UNNUMBERED TRACT OF LAND IN BLOCK A OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 41, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS; THENCE MEANDER THE EASTERLY SHORE LINE OF THE ST.LUCIE RIVER IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 308 FEET, MORE OR LESS, TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF LOT "A" OF THE ABOVE MENTIONED AMENDED PLAT OF RIVERSIDE PARK SUBDIVISION; THENCE PROCEED SOUTH 89°23'30" WEST FOR A DISTANCE OF 380 FEET, MORE OR LESS, TO THE POINT OR PLACE OF BEGINNING; SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT FOR STATE ROAD NO.5:

BEGINNING AT A POINT ON THE SOUTH LINE OF AND 406.22 FEET SOUTH 89°49'23" WEST OF THE SOUTH 1/4 CORNER OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE EAST AND HAVING A TANGENT BEARING OF NORTH 11°58'51" WEST THROUGH SAID POINT, RUN NORTHERLY ON SAID CURVE, HAVING A CENTRAL ANGLE OF 71°49'52" AND A RADIUS OF 1055.42 FEET, A DISTANCE OF 542.62 FEET THROUGH AN ANGLE OF 29°27'26" TO THE END OF SAID CURVE; THENCE NORTH 17°28'35" EAST A DISTANCE OF 294.86 FEET TO THE END OF THE LINE HEREIN DESCRIBED; THENCE SOUTH 72°31'25" EAST A DISTANCE OF 61 FEET TO THE CENTERLINE OF THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 5; THENCE NORTH 17°28'35" EAST A DISTANCE OF 805.25 FEET ALONG SAID CENTERLINE TO A POINT ON THE NORTH-SOUTH 1/4 SECTION LINE OF, AND 1565.85 FEET NORTH 00°17'30" EAST OF THE SOUTH 1/4 CORNER OF SAID SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST.

PARCEL 5:

INTENTIONAL DELETED PER TITLE

PARCEL 6:

ALL OF THE PROPERTY AND LANDS LYING BETWEEN THE APPROXIMATE SHORELINE AS SHOWN ON THE STATE OF FLORIDA RIGHT OF WAY MAP DATED 3/60, AND THE WESTERN BOUNDARY OF THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 109, PAGE 49, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 7:

THAT PART OF GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, LYING WEST OF U.S. HIGHWAY #1, LESS THAT PORTION THEREOF CONVEYED TO THE STATE OF FLORIDA BY SPECIAL WARRANTY DEED APPEARING IN O.R. BOOK 102, PAGE 90, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS. TOGETHER WITH ALL OF THE GRANTOR'S RIGHT, TITLE, AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF SUBMERGED LAND IN THE ST. LUCIE RIVER IN SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT IN THE NORTH LINE OF SAID SECTION 5, SAID POINT BEING THE SOUTHEAST CORNER OF LOT A OF THE AMENDED PLAT OF RIVERSIDE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 41, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, RUN SOUTH 89°23'30" WEST ALONG SAID NORTH LINE OF SECTION 5, A DISTANCE OF 59.24 FEET, MORE OR LESS, TO THE MEAN HIGH WATER MARK OF THE ST. LUCIE RIVER FOR THE POINT OF BEGINNING; THENCE THENCE CONTINUE SOUTH 89°23'30" WEST ALONG THE EXTENSION OF SAID NORTH LINE SECTION 5, A DISTANCE OF 219 FEET, THENCE SOUTH 02°07'48" EAST, A DISTANCE OF 730 FEET, MORE OR LESS, TO A POINT IN THE BULKHEAD LINE ESTABLISHED FOR THIS AREA; THENCE EASTERLY ALONG SAID BULKHEAD LINE, A DISTANCE OF 75 FEET, MORE OR LESS, TO THE MEAN HIGH WATER MARK OF THE ST. LUCIE RIVER; THENCE IN A NORTHERLY DIRECTION ALONG SAID MEAN HIGH WATER MARK TO THE POINT OF BEGINNING.

AREA NOTES:

PARCEL 1: 12,104± SQ.FT. (0.28± ACRES)

PARCEL 2: 74,933± SQ.FT. (1.72± ACRES)

PARCEL 3: 13,800± SQ.FT. (0.32± ACRES)

PARCEL 4: 85,596± SQ.FT. (1.97± ACRES)

PARCEL 5: SEE NOTE FOR PARCEL 5

PARCEL 6: SEE NOTE FOR PARCEL 6

PARCEL 7 (UPLAND): 130,970± SQ.FT. (3.01± ACRES)

PARCEL 7 SUBMERGED: 105,319 (2.42± ACRES)
(AREA CALCULATED TO THE DEED SUBMERGED LINE)

PARCEL 7 SUBMERGED: 165,953± SQ.FT. (3.81 ACRES)
(AREA CALCULATED TO LINE AS EVIDENCED BY OTHERS)

THIS SURVEY DOES NOT DEFINE THE LEGAL LIMITS OF THE SUBMERGED LANDS LINES FOR PARCEL 7, AS SUCH IS AMBIGUOUS AND REQUIRES MORE INFORMATION NOT AVAILABLE TO SURVEYOR AT TIME OF SURVEY.

REVISED PER COMMENTS: 10/23/2025

ADDED TOPO: 3/3/2025
REVISED PER TITLE POLICY REV#2: 1/17/2025
REVISED PER ATTORNEY COMMENTS: 1/13/2025
PREPARED SURVEY WITH RESPECT TO CURRENT TITLE POLICY AND UPDATED MHWL TO DATE: 12/30/2024
REVISED LEGAL: 12/6/2022
DRAWING DATE: 5/31/2022
FIELD DATE: 5/31/2022; 12/18/2024
F.B. K4/72; M7/24
PROJECT NO. 216023/222043

TITLE COMMITMENT

ISSUED BY WFG NATIONAL TITLE INSURANCE COMPANY
ISSUING AGENT: MCCARTHY, SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ, P.A.
ISSUING OFFICE:2400 SE FEDERAL HIGHWAY, 4TH FLOOR, STUART, FLORIDA 34994
COMMITMENT NUMBER: 2508494FL-A, REVISION NUMBER 2
COMMITMENT DATE: JANUARY 6, 2025
PROPERTY ADDRESS 50 & 54 N DIXIE HWY, STUART, FLORIDA 34994

(SURVEYOR NOTE: TITLE POLICY ABOVE RECEIVED TO SURVEYOR JANUARY 16, 2025)

NOTES CORRESPONDING TO EXCEPTIONS TO TITLE:
SCHEDULE B, PART II, EXCEPTIONS PER TITLE COMMITMENT NO. 2508494FL-A, REV. #2

ITEMS 1-6, 8-10, 12 ARE STANDARD EXCEPTIONS, TAXES, SPECIAL ASSESSMENTS OR ARE NOT PLOTTABLE SURVEY MATTERS. THESE ITEMS ARE NOT ADDRESSED HEREON.

ITEMS 7, 11, 13, 14: INTENTIONAL DELETED

ITEM 15: PLAT BOOK 3 PAGE 79; BULKHEAD LINE ESTABLISHED FOR MARTIN COUNTY 1957; HISTORICALLY REFERENCED IN LEGAL DESCRIPTION/ NOT PLOTTABLE SEE SURVEYOR NOTES

ITEMS 16, 17: INTENTIONAL DELETED

ITEM 17: FPL EASEMENT 1926; NOT PLOTTABLE, LOCATED ALONG PREVIOUS RIGHT OF WAY LINE THAT PRECEDES CURRENT RIGHT OF WAY LOCATION

ITEM 18: RESOLUTION REGARDING BULKHEAD LINES DB 96, PG.412 & DB 98, PG.217, NOT PLOTTABLE

ITEM 19: STATE EASEMENT NOVEMBER, 1962, (ORB 109 PG.47); SHOWN ON SURVEY.

ITEM 20: STATE EASEMENT AUGUST, 1962 (ORB 109 PG.49); SHOWN ON SURVEY.

ITEM 21: STATE EASEMENT OCTOBER, 1962 (ORB 109 PG.51); SHOWN ON SURVEY.

ITEM 22: FPL EASEMENT 1963 (ORB 116, PG.225), DOCUMENT NOT CLEAR. NOT PLOTTABLE

ITEM 23: TIFF DEED NO 23575 (1383-43) (ORB 130 PG.536) SHOWN ON SURVEY (PARCEL 4)

ITEM 24: TIFF DEED NO 23845 (1270-43) (ORB 143 PG.327) SHOWN ON SURVEY (PARCEL 7)

ITEM 25: TIFF DEED NO 23931 (1462-43) (ORB 152 PG.66) SHOWN ON SURVEY (PARCEL 2)

ITEM 26: INTENTIONALLY DELETED

ITEM 27: PARCEL LIES IN CITY OF STUART CRA AND IS SUBJECT TO ADOPTED GUIDELINES OF RESOLUTION

ITEM 28: OCCUPYING TENANTS UNDER UNRECORDED LEASES; NOT PLOTTABLE

CERTIFIED TO:

TO: WFG NATIONAL TITLE INSURANCE COMPANY; MCCARTHY SUMMERS, WOOD, NORMAN, MELBY & SHULTZ, PA; GREENGLADE REAL-ESTATE PARTNERS LLC; URBAN REDEVELOPMENT GROUP OF STUART, INC.; CAPRI HARBOR LIGHTHOUSE MARINA, LP, A FLORIDA LIMITED PARTNERSHIP; CAPRI LENDER, LLC, A FLORIDA LIMITED LIABILITY COMPANY

CERTIFICATION: I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS A CORRECT REPRESENTATION OF A SURVEY DONE UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS OUTLINED IN CHAPTER 5J-17, F.A.C.

CHRISTIAN FENEX, STATE OF FLORIDA, PROFESSIONAL SURVEYOR AND MAPPER, LICENSE NO. 5102

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY **CHRISTIAN FENEX, PSM** ON THE DATE 10/23/2025.

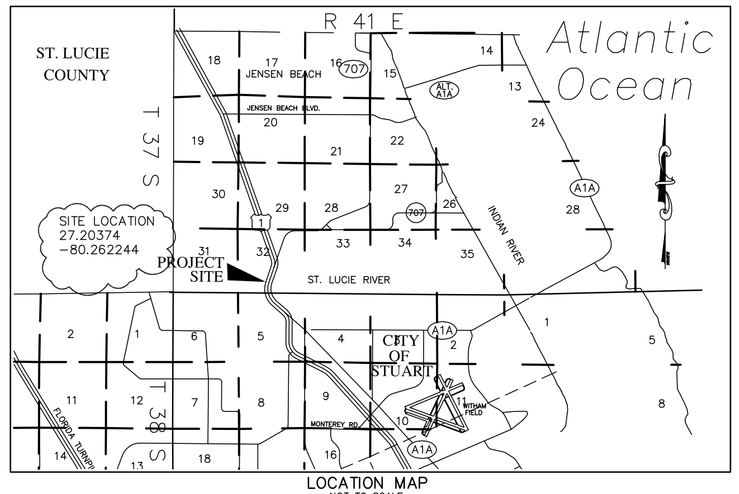
CHRISTIAN FENEX AND ASSOCIATES, L
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
1263 SW THELMA ST., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 SURVEYSBYFENEX@GMAIL.COM
LICENSED BUSINESS # 6858

Christian Fenex, State of Florida, Professional Surveyor and Mapper, License No.5102
This item has been digitally signed and sealed by Christian Fenex on the date indicated here.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

DOCUMENT ARE NOT CONSIDERED THE SIGNATURE ELECTRONIC COPIES

Date: 2025.10.24 10:23:48-04'00'

REGISTRATION #5102
CHRISTIAN FENEX
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



TIDAL WATER SURVEY, BOUNDARY SURVEY & TOPOGRAPHIC SURVEY

OF

50 NW DIXIE HWY

&

54 NW DIXIE HWY

NORTH

GRAPHIC SCALE

30 0 15 30

(IN FEET)

1 inch = 30 ft.

SHORELINE PROTECTION NOTE:

SHORELINE PROTECTION ZONE (SPZ) SHOWN PER CITY OF STUART LAND DEVELOPMENT CODE. PROPERTY IS LOCATED IN COMMUNITY REDEVELOPMENT AREA (CRA), URBAN WATERFRONT ZONING. SPZ IS SHOWN AS 10 FEET MEASURED FROM MEAN HIGH WATER LINE PER CITY OF STUART REVIEW COMMENTS.

UTILITY NOTE:

UTILITIES EXIST WITH NO KNOWN PERMISSIBLE EASEMENT

SUBMERGED LAND NOTES:

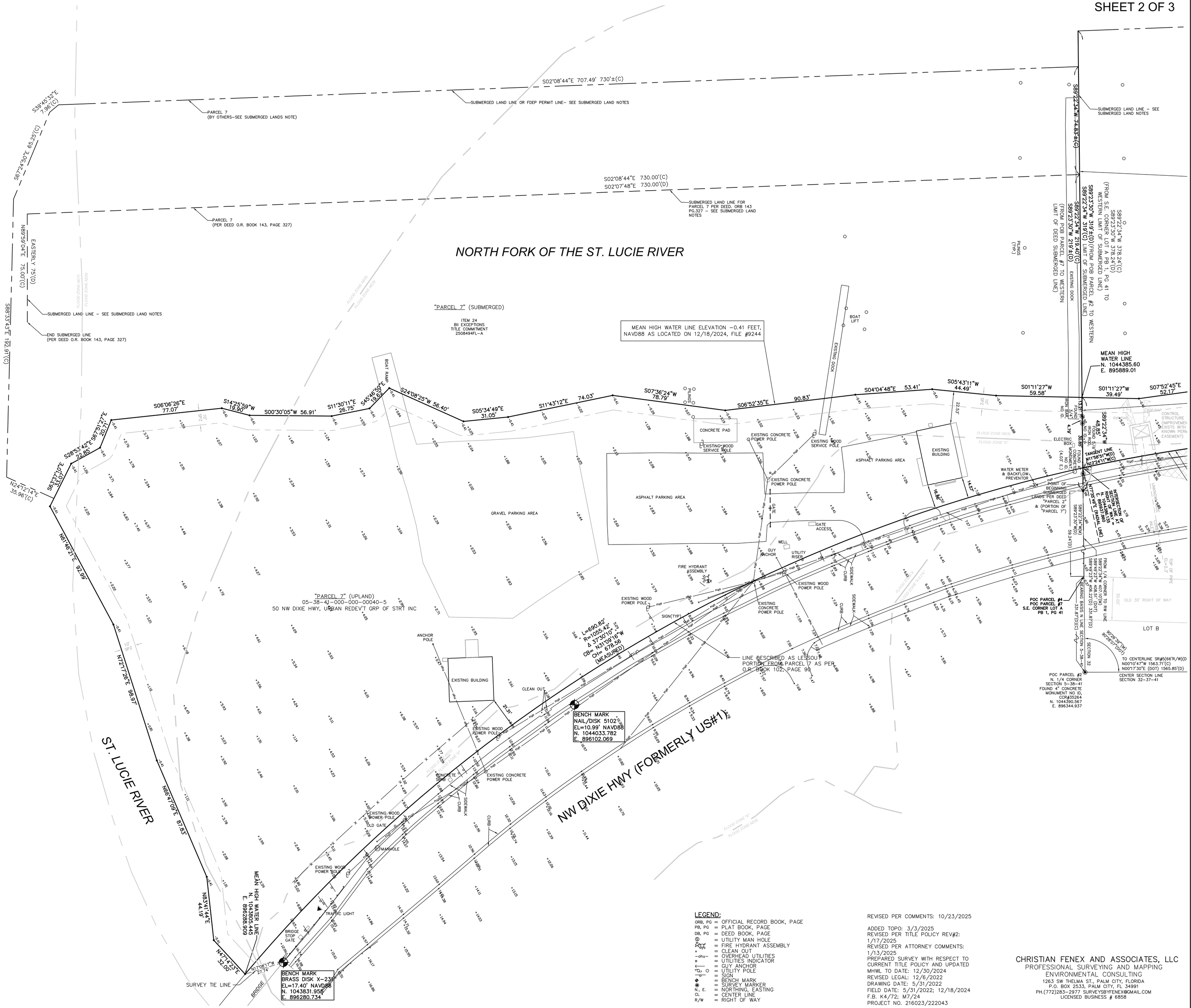
SUBMERGED LANDS SHOWN ON THIS SURVEY ARE SHOWN PER THE FOLLOWING INFORMATION: DEED BOOK 699/1552; DEED BOOK 1182/2294; DEED BOOK 878/219; FDEP PERMIT #43-0167281-002; D.P. DEBERRY SURVEY OF 1965; S.J. BROWN SURVEY 1995; MARTIN COUNTY GIS PARCEL MAP. THE LIMITS OF SUBMERGED LINES ARE AMBIGUOUS AND THE EVIDENCE SHOWN ABOVE SUPPORTS THE BEST LOCATION AT TIME OF SURVEY. FOR PARCEL 7, THE SUBMERGED LANDS LINE IS SHOWN PER THE DEED (LABELED PER DEED) AND SHOWN BY EVIDENCE OF OTHERS (LABELED BY OTHERS). MARTIN COUNTY, CITY OF STUART & STATE OF FLORIDA WAS CONTACTED AND NO DEFINITE EVIDENCE WAS PROVIDED FOR THIS SURVEY. MARTIN COUNTY SURVEYOR STATED THAT THE BULKHEAD LINES FOR MARTIN COUNTY ARE WELL DEFINED AND IN SOME INSTANCES AS THIS ONE, NOT AVAILABLE.

MEAN HIGH WATER NOTES:

1. THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
2. THE MEAN HIGH WATER (MHW) ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 969 AS SHOWN IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, TIDAL WATER SURVEY PROCEDURAL APPROVAL DATED 12/26/2024.
3. TOPCON S5 ROBOTIC TOTAL STATION USED TO LOCATE MEAN HIGH WATER LINE.
4. THE MEAN HIGH WATER FILING NUMBER HAS BEEN RECEIVED FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, FILE #9244.
5. THE MHW LINE SHOWN HEREON DOES NOT NECESSARILY REFLECT ALL OF THE SINUOSITIES OF SAID LINE, AND ONLY THOSE POINTS MARKED BY CIRCLES ARE IN FACT ON SAID LINE. THE TANGENTS WHICH CONNECT THESE POINTS BY BEARING AND DISTANCE, ARE SHOWN TO PROVIDE A CLOSED GEOMETRIC FIGURE.
6. MONUMENTATION WAS NOT SET ON THE MHW LINE AS A PRECAUTION. TIES TO TWO UPLAND MONUMENTS WERE ESTABLISHED AND SHOWN HEREON.

SURVEYOR'S NOTES:

NOT COMPLETE WITHOUT SHEETS "1 OF 3", "2 OF 3", AND "3 OF 3"
1. BEARINGS REFER TO THE NORTH LINE OF S-38-41 AND REFER TO STATE PLANE (NAD83) NORTH AMERICAN DATUM 1983(2011), FLORIDA EAST ZONE 901.
2. (DOT)=DEPARTMENT OF TRANSPORTATION RIGHT OF WAY 1960; (M)=FIELD MEASUREMENT; (C)=CALCULATED MEASUREMENT; (D)=DEED;Δ =DELTA ANGLE; CB=CHORD BEARING; CD=CHORD DISTANCE
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAYS, EASEMENTS, OR OTHER ENCUMBRANCES BY THIS FIRM.
4. UNDERGROUND UTILITIES NOT LOCATED PER THIS SURVEY.
5. MONUMENTATION WAS NOT SET ALONG THE MEAN HIGH WATER LINE, INDICES ARE REPRESENTED BY CIRCLES AT EACH CHANGE IN DIRECTION ALONG THE MEAN HIGH WATER LINE.
6. ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
7. (TYP.) = TYPICAL



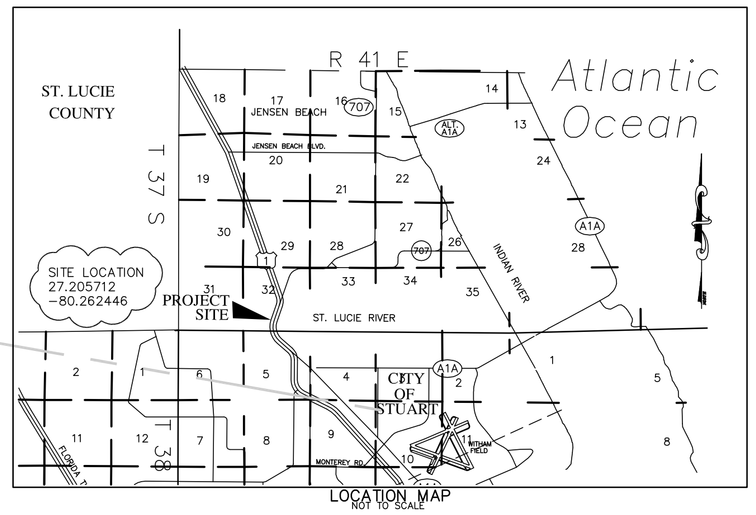
LEGEND:

ORB, PG = OFFICIAL RECORD BOOK, PAGE
PB, PG = PLAT BOOK, PAGE
DB, PG = DEED BOOK, PAGE
Ⓜ = UTILITY MAN HOLE
FDC = FIRE HYDRANT ASSEMBLY
* = CLEAN OUT
-ohu- = OVERHEAD UTILITIES
u = UTILITIES INDICATOR
← = GUY ANCHOR
○ = UTILITY POLE
— = SIGN
◆ = BENCH MARK
◉ = SURVEY MARKER
N., E. = NORTHING, EASTING
CL = CENTER LINE
R/W = RIGHT OF WAY

REVISED PER COMMENTS: 10/23/2025

ADDED TOPO: 3/3/2025
REVISED PER TITLE POLICY REV#2: 1/17/2025
REVISED PER ATTORNEY COMMENTS: 1/13/2025
PREPARED SURVEY WITH RESPECT TO CURRENT TITLE POLICY AND UPDATED MHWL TO DATE: 12/30/2024
REVISED LEGAL: 12/6/2022
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F.B. K4/72; M7/24
PROJECT NO. 216023/222043

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
1263 SW THELMA ST., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 SURVEYSBYFENEX@GMAIL.COM
LICENSED BUSINESS # 6858



TIDAL WATER SURVEY, BOUNDARY SURVEY & TOPOGRAPHIC SURVEY

OF

50 NW DIXIE HWY
&
54 NW DIXIE HWY

NORTH

GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft.

NORTH FORK ST. LUCIE RIVER

N02°08'44"W 299.84'(C)
N02°07'48"W 299.84'(D)

SUBMERGED LAND LINE – SEE SUBMERGED LAND NOTES

POINT OF BEGINNING SUBMERGED LAND PARCEL

N02°08'44"W 306.59'(C)
N02°07'48"W 306.59'(D)

22.5'±

MOORING PILE

S89°22'34"W 74.83'(C)

ITEM 25
BII EXCEPTIONS
TITLE COMMITMENT
2508494FL–A

"PARCEL 2"
32–37–41–004–000–00030–9
NW DIXIE HWY, TREASURE COAST
INSTITUTE OF OCEANOGRAPHY, INC.

N89°22'34"E 400.10'(C) (TO N.E. CORNER LOT A)
N89°23'30"E 380'±(D) (TO SHORELINE PER DEED)

ITEM 23
BII EXCEPTIONS
TITLE COMMITMENT
2508494FL–A

"PARCEL 4"
32–37–41–004–000–00030–9
NW DIXIE HWY, TREASURE COAST
INSTITUTE OF OCEANOGRAPHY, INC.

N89°11'12"E 334.66'(C) (TO MEAN HIGH WATER LINE)
N89°14'07"E 428.84'(D) (TO SHORELINE PER DEED)

1.3'± MOORING PILE

1.8'± MOORING PILE

MEAN HIGH WATER LINE ELEVATION –0.41 FEET, NAVD88 AS LOCATED ON 12/18/2024, FILE #9244

PILINGS (TYP.)

S89°22'34"W 376.24'(C)
S89°23'30"W 376.24'(D)
(FROM S.E. CORNER LOT A PB 1, PG 41 TO SHORELINE PER DEED)

S89°22'34"W 319'±(C) (FROM POB PARCEL #7 TO WESTERN LIMIT OF SUBMERGED LINE)
S89°23'30"W 319'±(D) (FROM POB PARCEL #7 TO WESTERN LIMIT OF SUBMERGED LINE)

S89°22'34"W 219'±(C) EXISTING DOCK
S89°23'30"W 219'±(D)
(FROM POB PARCEL #7 TO WESTERN LIMIT OF DEED SUBMERGED LINE)

MEAN HIGH WATER LINE
N. 1044385.60
E. 895889.01

S01°11'27"W 59.58'
S01°11'27"W 39.49'
S07°52'45"E 52.17'
S06°12'44"E 89.72'
S03°04'58"E 85.11'
S04°08'25"W 100.35'
34.31'
66.04'
S08°00'03"W 59.74'
S11°31'12"W 49.77'
S18°18'12"W 51.67'
S23°13'29"W 92.98'

"PARCEL 1"
LOT A
PB1/PG41

32–37–41–004–000–00030–9
54 NW DIXIE HWY, TREASURE COAST
INSTITUTE OF OCEANOGRAPHY, INC.

RIGHT OF WAY LINE PER FDOT MAP SECTION 89010–2501 DATED 1960

L=542.62'(D)
L=542.65'(M) R=1055.42' Δ=29°27'33"(M) CB=S02°19'35"W CD=536.70'
Δ=29°27'26"(D)

"PARCEL 3"
PORTION OF UNNUMBERED TRACT LYING NORTH OF LOT A, LESS THE NORTH 742.40', PLAT BOOK 1, PAGE 41

MEAN HIGH WATER LINE
N. 1044993.46
E. 895946.79

S89°22'34"W 48.85'(C)
S89°23'30"W 48.85'(D)

TANGENT LINE
N11°58'51"W(C)
N12°01'41"W(D)

ELECTRIC BOX

UTILITY BOX

UTILITY POLE (TYPICAL)

MANHOLE

SIDEWALK AND CURB

CURB

SIDEWALK

WATER METER & BACKFLOW PREVENTOR

POINT OF BEGINNING SUBMERGED LANDS PER DEED "PARCEL 2" & (PORTION OF "PARCEL 7")

INTERSECTION OF SOUTHERLY LINE OF LOT A & WESTERLY LINE OF LOT B
N. 1044380.60
E. 895889.37

S89°22'34"W 458.97'(C)
S89°23'30"W 458.97'(D)

FROM 1/4 CORNER TO INTERSECTION
S89°23'30"W 1563.71'(D)
S89°22'34"W 1563.71'(C)

EASEMENT FOR STATE ROAD NO 5 PER SCHEDULE A PARCEL 5 RIGHT OF WAY PER FDOT MAP SECTION 89010–2501 DATED 1960

CROSS HATCHED AREA REPRESENTS PARCEL 5 PER SCHEDULE A

EASEMENT FOR STATE ROAD NO 5 RIGHT–OF–WAY LINE PER FDOT MAP SECTION 89010–2501 DATED 1960

EASEMENT
ORB 109/47
ITEM 19
BII EXCEPTIONS
TITLE COMMITMENT
2508494FL–A

UTILITY

LIGHT POLE (TYPICAL)

EASEMENT
ORB 109/PG 49
ITEM 20
BII EXCEPTIONS
TITLE COMMITMENT
2508494FL–A

EASEMENT
ORB 109/PG.51
ITEM 21
BII EXCEPTIONS
TITLE COMMITMENT
2508494FL–A

NORTH LINE LOT A, PLAT BOOK 4, PAGE 98 (PRIOR STLUCIE)

NORTH LINE LOT A, PLAT BOOK 1, PAGE 41

OLD 30' RIGHT OF WAY LINE PLAT BOOK 1, PAGE 41

OLD 30' RIGHT OF WAY

LOT B

POC PARCEL #4
POC PARCEL #7
S.E. CORNER LOT A
PB 1, PG 41

BEARING(M) 90°00'00"(D)

TO CENTERLINE SR#5(66'R/W)(D)
N00°10'47"W 1563.71'(C)
N00°17'30"E (DOT) 1565.85'(D)

POC PARCEL #2
N. 1/4 CORNER
SECTION 5–38–41
FOUND 4" CONCRETE MONUMENT NO ID, CO#35264
N. 1044390.567
E. 896344.937

CENTER SECTION LINE
SECTION 32–37–41

SECTION 32

SECTION 5–38–41

RIGHT OF WAY LINE PER FDOT MAP SECTION 89010–2501 DATED 1960

FOUND 5/8" IRON ROD/CAP #1020

N17°28'35"E 394.86'(D)
N17°03'22"E 74.83'(M)

110 NW DIXIE HWY, FERRETTI GROUP OF AMERICA LLC (NOT INCLUDED)

N89°11'12"E 617.15'(M)
N89°14'07"E 617.15'(D)

(742.40' NORTH OF LOT A NOT INCLUDED)

NORTH LINE OF SUBJECT PARCEL, NORTH PORTION OF UNNUMBERED TRACT LYING NORTH OF LOT A, LESS NORTH 742.40', PLAT BOOK 1, PAGE 41

BENCH MARK
MARTIN COUNTY BM "D–2"
ELEV=5.00' NAVD88
N. 1045095.22
E. 886015.25

66' RIGHT OF WAY SR#5(D)
NOT INCLUDED INPARCEL 3

N/A 25'

CENTERLINE 66' RIGHT OF WAY SR#5(D)

OLD 30' RIGHT OF WAY LINE PLAT BOOK 4, PAGE 98

RAILROAD–RIGHT OF WAY LINE

OLD CL RAILROAD

TO 1/4 SECTION LINE
N17°03'22"E 803.30'(C)
N17°38'28"E 805.24'(D)

LEGEND:

ORB, PG = OFFICIAL RECORD BOOK, PAGE
PB, PG = PLAT BOOK, PAGE
DB, PG = DEED BOOK, PAGE
Ⓜ = UTILITY MAN HOLE
= FIRE HYDRANT ASSEMBLY
+ = CLEAN OUT
–ohu– = OVERHEAD UTILITIES
= UTILITIES INDICATOR
= GUY ANCHOR
= UTILITY POLE
= SIGN
= BENCH MARK
= SURVEY MARKER
N., E. = NORTHING, EASTING
CL = CENTER LINE
R/W = RIGHT OF WAY

MEAN HIGH WATER NOTES:

1. THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
2. THE MEAN HIGH WATER (MHW) ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 969 AS SHOWN IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, TIDAL WATER SURVEY PROCEDURAL APPROVAL DATED 12/26/2024.
3. TOPCON SS ROBOTIC TOTAL STATION USED TO LOCATE MEAN HIGH WATER LINE.
4. THE MEAN HIGH WATER FILING NUMBER HAS BEEN RECEIVED FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, FILE #9244.
5. THE MHW LINE SHOWN HEREON DOES NOT NECESSARILY REFLECT ALL OF THE SINUOSITIES OF SAID LINE, AND ONLY THOSE POINTS MARKED BY CIRCLES ARE IN FACT ON SAID LINE. THE TANGENTS WHICH CONNECT THESE POINTS BY BEARING AND DISTANCE, ARE SHOWN TO PROVIDE A CLOSED GEOMETRIC FIGURE.
6. MONUMENTATION WAS NOT SET ON THE MHW LINE AS A PRECAUTION. TIES TO TWO UPLAND MONUMENTS WERE ESTABLISHED AND SHOWN HEREON.

UTILITY NOTE:

UTILITIES EXIST WITH NO KNOWN PERMISSIBLE EASEMENT

SURVEYOR'S NOTES:

NOT COMPLETE WITHOUT SHEETS "1 OF 3", "2 OF 3", AND "3 OF 3"
1. BEARINGS REFER TO THE NORTH LINE OF S–38–41 AND REFER TO STATE PLANE (NAD83) NORTH AMERICAN DATUM 1983(2011), FLORIDA EAST ZONE 901.
2. (DOT)=DEPARTMENT OF TRANSPORTATION RIGHT OF WAY 1960; (M)=FIELD MEASUREMENT; (C)=CALCULATED MEASUREMENT; (D)=DEED;Δ =DELTA ANGLE; CB=CHORD BEARING; CD=CHORD DISTANCE
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT–OF–WAYS, EASEMENTS, OR OTHER ENCUMBRANCES BY THIS FIRM.
4. UNDERGROUND UTILITIES NOT LOCATED PER THIS SURVEY.
5. MONUMENTATION WAS NOT SET ALONG THE MEAN HIGH WATER LINE. INDICES ARE REPRESENTED BY CIRCLES AT EACH CHANGE IN DIRECTION ALONG THE MEAN HIGH WATER LINE.
6. ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
7. (TYP.) = TYPICAL

SHORELINE PROTECTION NOTE:

SHORELINE PROTECTION ZONE (SPZ) SHOWN PER CITY OF STUART LAND DEVELOPMENT CODE. PROPERTY IS LOCATED IN COMMUNITY REDEVELOPMENT AREA (CRA), URBAN WATERFRONT ZONING. SPZ IS SHOWN AS 10 FEET MEASURED FROM MEAN HIGH WATER LINE PER CITY OF STUART REVIEW COMMENTS.

SUBMERGED LAND NOTES:

SUBMERGED LANDS SHOWN ON THIS SURVEY ARE SHOWN PER THE FOLLOWING INFORMATION: DEED BOOK 699/1552; DEED BOOK 1182/2294; DEED BOOK 878/219; FDEP PERMIT #43–0167281–002; D.P. DEBERRY SURVEY OF 1965; S.J. BROWN SURVEY 1995; MARTIN COUNTY GIS PARCEL MAP. THE LIMITS OF SUBMERGED LINES ARE AMBIGUOUS AND THE EVIDENCE SHOWN ABOVE SUPPORTS THE BEST LOCATION AT TIME OF SURVEY. FOR PARCEL 7, THE SUBMERGED LANDS LINE IS SHOWN PER THE DEED (LABELED PER DEED) AND SHOWN BY EVIDENCE OF OTHERS (LABELED BY OTHERS). MARTIN COUNTY, CITY OF STUART & STATE OF FLORIDA WAS CONTACTED AND NO DEFINITE EVIDENCE WAS PROVIDED FOR THIS SURVEY. MARTIN COUNTY SURVEYOR STATED THAT THE BULKHEAD LINES FOR MARTIN COUNTY ARE WELL DEFINED AND IN SOME INSTANCES AS THIS ONE, NOT AVAILABLE.

REVISED PER COMMENTS: 10/23/2025

ADDED TOPO: 3/3/2025
REVISED PER TITLE POLICY REV#2: 1/17/2025
REVISED PER ATTORNEY COMMENTS: 1/13/2025
PREPARED SURVEY WITH RESPECT TO CURRENT TITLE POLICY AND UPDATED MHWL TO DATE: 12/30/2024
REVISED LEGAL: 12/6/2022
DRAWING DATE: 5/31/2022
FIELD DATE: 5/31/2022; 12/18/2024
F.B. K4/72; W7/24
PROJECT NO. 216023/222043

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
1263 SW THELMA ST., PALM CITY, FLORIDA
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PH.(772)283–2977 SURVEYSBYFENEX@GMAIL.COM
LICENSED BUSINESS # 6858

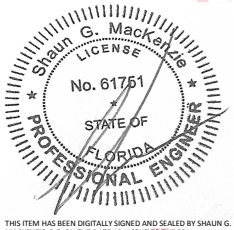
TRAFFIC IMPACT STATEMENT

Capri Light House Marina
City of Stuart, FL

Prepared for:
CAPTEC Engineering, Inc.
Stuart, Florida

Prepared by:

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990
(772) 286-8030



Digitally signed by Shaun G MacKenzie
Date: 2025.10.23 16:01:02 -04'00'

Shaun G. Mackenzie P.E.
Florida License No. 61751

086025
Revised October 2025
August 2025
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CA 29013

EXECUTIVE SUMMARY

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed project site located at 54 NW Dixie Highway, Stuart, Florida, 34994 (Parcel ID's: 053841000000000405). The applicant proposes to construct a 158-berth Marina, 5,626 SF of restaurant use plus 7,641 SF of outdoor seating, 1,202 SF of Retail, and 240 SF of Office. The built-out year is 2028.

The property is within the City of Stuart's Transportation Concurrency Exception Area and is exempt from transportation concurrency based on the City Code.

The proposed development will generate the following net external trips:

- 1,195 daily, 83 AM peak hour (44 in/39 out), and 103 PM peak hour (62 in/41 out) trips

The proposed development will generate the following driveway trips:

- 1,871 daily, 141 AM peak hour (76 in/65 out), and 162 PM peak hour (97 in/65 out) trips

The traffic analysis was performed in accordance with the City of Stuart Code (Chapter IV) and State Law (F.S 163.3180). No improvements are needed at the Driveway.

Restriping the existing median to create a northbound left-turn lane is recommended to the extent feasible and permittable without widening the footprint of the road. A southbound right-turn lane is not warranted.

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2. Martin County Pass-by Rate
3. Martin County Roadway Level of Service Report (2023)
4. Right-turn Bay analysis
5. Left-turn Bay analysis
6. Transportation Concurrency Exception Area
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INTRODUCTION

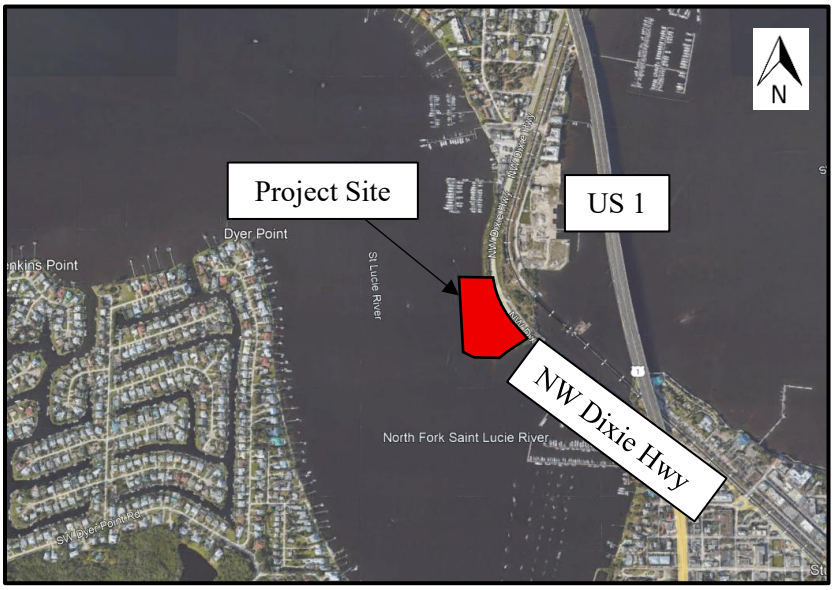
MacKenzie Engineering and Planning, Inc. (MEP) was retained by Captec Engineering, Inc. to perform a traffic analysis for Capri Harbor Marina in Stuart, FL. The proposed development is located at 54 NW Dixie Highway, Stuart, Florida, 34994 (Parcel ID's: 053841000000000405). The applicant proposes to construct a 158-berth Marina, 5,626 SF of restaurant use plus 7,641 SF of outdoor seating (275 total seats), 1,202 SF of Retail, and 240 SF of Office. The project will be built out by 2028.

The property is within the City of Stuart's Transportation Concurrency Exception Area (TCEA) as shown in Appendix 6.

Pursuant to Section 4.04.01, a traffic study is required, and the City may require access related improvements (4.04.01.3). However, by definition of the property being within the TCEA, the property meets concurrency.

Figure 1 illustrates the proposed development location.

Figure 1: Proposed Site Location



INVENTORY AND PLANNING DATA

The traffic data used in this analysis was obtained from Martin County and MacKenzie Engineering & Planning, Inc. The data includes:

- Institute of Transportation Engineers' (ITE) report, *Trip Generation (11th Edition*)
- Martin County 2023 Roadway Level of Service Inventory Report
- FDOT Quality Level of Service (Q/LOS) Handbook – 2023

HJA Design Studio provided site plan information.

PROJECT TRAFFIC

Traffic Generation

Trip generation is calculated utilizing the ITE's Trip Generation Manual, 11th Edition (see Exhibit's 1) based on the study submittal date. The study used Marina (Land Use 420) and High turnover Sit-down Restaurant (Land Use 932). Table 1 displays the projects expected trip generation.

Proposed Trip Generation

- 158 - Berths Marina (ITE Land Use 420)
- 13,267 SF of High turnover Sit-down Restaurant (ITE Land Use 932)
- 1,202 SF of Retail (ITE Land Use 822)
- 240 SF of Office (ITE Land Use 712)

ITE's definition of gross floor area only includes area within exterior walls of the building and states that exterior area should be excluded from the calculations. The restaurants on the property occupy 5,626 SF within the exterior walls of the building. In order to provide a conservative analysis, the 7,641 SF of outdoor seating is included in addition to the gross floor area.

The proposed development will generate the following net external trips:

- 1,195 daily, 83 AM peak hour (44 in/39 out), and 103 PM peak hour (62 in/41 out) trips

The proposed development will generate the following driveway trips:

- 1,871 daily, 141 AM peak hour (76 in/65 out), and 162 PM peak hour (97 in/65 out) trips

The trip generation can be found in Table 1.

Table 1. Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Proposed Site Traffic									
Marina	158	Berths	381	11	4	7	33	20	13
High Turnover Sit-Down Rest	13.267	1000 SF	1,422	127	70	57	120	73	47
Strip Reatil Plaza	1.202	1000 SF	65	3	2	1	8	4	4
Small Office Building	0.240	1000 SF	3	0	0	0	1	0	1
Subtotal			1,871	141	76	65	162	97	65
Pass-By Traffic									
Marina	5.0%		19	1	0	1	2	1	1
High Turnover Sit-Down Rest	44.0%		626	56	31	25	53	32	21
Strip Reatil Plaza	48.0%		31	1	1	0	4	2	2
Small Office Building	10.0%		0	0	0	0	0	0	0
Subtotal			676	58	32	26	59	35	24
NET CHANGE IN TRIPS (FOR THE PURPOSES OF CONCURRENCY)			**1,195**	**83**	**44**	**39**	**103**	**62**	**41**
NET CHANGE IN DRIVEWAY VOLUMES			**1,871**	**141**	**76**	**65**	**162**	**97**	**65**

Note: Trip generation was calculated using the following data:

Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
Marina	420	Berths	2.41	5%	33/67	0.07	60/40	0.21
High Turnover Sit-Down Rest	932	1000 SF	107.2	44%	55/45	9.57	61/39	9.05
Strip Reatil Plaza	822	1000 SF	54.45	48%	60/40	2.36	50/50	6.59
Small Office Building	712	1000 SF	14.39	10%	82/18	1.67	34/66	2.16

ITE 11th Edition

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Internal Capture

Internal capture is anticipated, but conservatively set to 0 percent.

Pass-by Trip Capture

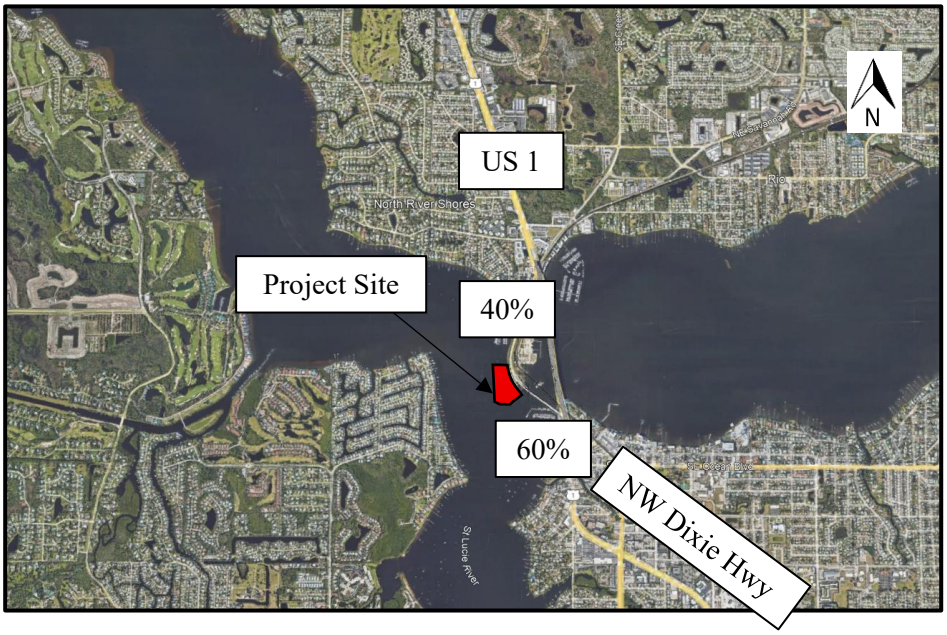
Pass-by rates are based on the Martin County Impact Fee Technical Memorandum, as shown in Table 1. The study uses 5 percent pass-by rate for Marina, 44 percent pass-by rate for High Turnover Sit-down Restaurant, 48 percent pass-by rate for Retail, and 10 percent pass-by rate for Office with Martin County's Impact Fee Technical Memorandum.

TRAFFIC DISTRIBUTION

The overall distribution is summarized by general directions and is depicted below:

NORTH	-	40 percent
SOUTH	-	60 percent

Figure 2: Traffic Assignmnet



SIGNIFICANCE

Significance Impact

A project significantly impacts a facility if its peak hour trips use five percent (5%) or more of a roadway's capacity (Stuart Code Section 4.05.02.5). The project's traffic assignment and net external trips were utilized to determine the number of project trips on each road segment. Martin County's Generalized Service Capacities were used to develop the roadway capacities. In order to determine the project significance, the project's trips were divided by the roadway segment capacity. The roadway capacities and the project significance are shown in Table 2. The analysis is limited to the adjacent roadway segments.

Table 2. Project Impact – Peak Hour

Roadway	From	To	E + C Lanes	Capacity	Assign	PM Peak Hour Project Traffic		Impact	Significant Impact? (Y/N)	
						NB/EB	SB/WB		NB/EB	SB/WB
Dixie Hwy	NW Wright Blvd	Project Driveway	2	890	40%	39	26	4.4%	NO	NO
	Project Driveway	SE Joan Jefferson Way	2	890	60%	39	58	6.5%	**YES**	**YES**

ROADWAY ANALYSIS

Roadway analysis is provided for informational purposes. The property meets concurrency because it is located within the City of Stuart TCEA. Traffic volumes and growth rates were obtained from the Martin County 2023 Roadway Level of Service Inventory Report. The 2028 total (post-development) volumes were developed by adding the project trips, existing traffic volume, and background traffic growth. The projected 2028 total traffic volumes were compared to the service volume on each respective roadway segment to determine if each roadway segment is projected to operate acceptably. As shown in Table 3, all roadways are projected to operate acceptably with the project.

Table 3. 2028 PM Peak Hour Directional Total Traffic Volumes

Roadway	From	To	E + C Lanes	Service Volume	2023 Peak Hour Directional Volume	Growth Rate	2028 Peak Hour Background Traffic	Peak Hour Project Traffic	2028 Peak Hour Total Traffic	Meets Adopted LOS
Dixie Hwy	NW Wright Blvd	Project Driveway	2	890	231	0.50%	237	39	276	YES
	Project Driveway	SE Joan Jefferson Way	2	890	231	0.50%	237	58	295	YES

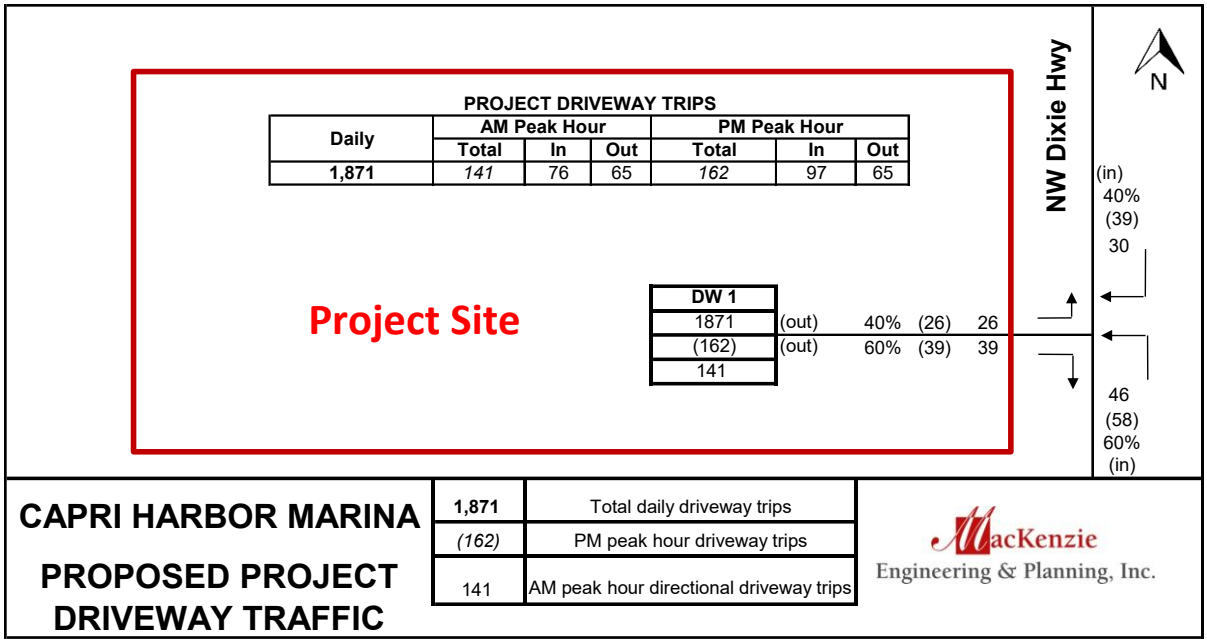
DRIVEWAYS

The project proposes driveway access on the following road:

- Driveway 1 – NW Dixie Highway – Full opening

Figure 3 illustrates the proposed driveways.

Figure 3. Proposed Driveway Traffic



The projected peak hour right-turn volume of 30 vehicles is not warranted based on NCHRP-457. Therefore, a southbound right-turn lane is not recommended at Driveway 1, as shown in Appendix 4.

A northbound left-turn lane is not warranted based on projected 58 left-turn volumes during the peak hour and is based on analysis using NCHRP-457 as shown in Appendix 5. Therefore, a left-turn lane into Driveway 1 is not recommended based on the existing 2-lane road conditions.

However, restriping the existing median appears feasible and is recommended to the extent feasible and permittable without widening the footprint of the road.

CONCLUSION

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed project site located at 54 NW Dixie Highway, Stuart, Florida, 34994 (Parcel ID's: 053841000000000405). The applicant proposes to construct a 158-berth Marina, 5,626 SF of restaurant use plus 7,641 SF of outdoor seating, 1,202 SF of Retail, and 240 SF of Office. The built-out year is 2028.

The property is within the City of Stuart's Transportation Concurrency Exception Area and is exempt from transportation concurrency based on the City Code.

The proposed development will generate the following net external trips:

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The proposed development will generate the following driveway trips:

- 1,871 daily, 141 AM peak hour (76 in/65 out), and 162 PM peak hour (97 in/65 out) trips

The traffic analysis was performed in accordance with the City of Stuart Code (Chapter IV) and State Law (F.S 163.3180). No improvements are needed at the Driveway.

Restriping the existing median to create a northbound left-turn lane is recommended to the extent feasible and permittable without widening the footprint of the road. A southbound right-turn lane is not warranted.

APPENDICES

Exhibit 1. Trip Generation

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EXHIBIT 1

CAPRI HARBOR MARINA

TRIP GENERATION

Land Use	Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
Proposed Site Traffic									
Marina	158	Berths	381	11	4	7	33	20	13
High Turnover Sit-Down Rest	13.267	1000 SF	1,422	127	70	57	120	73	47
Strip Reatil Plaza	1.202	1000 SF	65	3	2	1	8	4	4
Small Office Building	0.240	1000 SF	3	0	0	0	1	0	1
Subtotal			1,871	141	76	65	162	97	65
Pass-By Traffic									
Marina	5.0%		19	1	0	1	2	1	1
High Turnover Sit-Down Rest	44.0%		626	56	31	25	53	32	21
Strip Reatil Plaza	48.0%		31	1	1	0	4	2	2
Small Office Building	10.0%		0	0	0	0	0	0	0
Subtotal			676	58	32	26	59	35	24
NET CHANGE IN TRIPS (FOR THE PURPOSES OF CONCURRENCY)			**1,195**	**83**	**44**	**39**	**103**	**62**	**41**
NET CHANGE IN DRIVEWAY VOLUMES			**1,871**	**141**	**76**	**65**	**162**	**97**	**65**

Note: Trip generation was calculated using the following data:

Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
Marina	420	Berths	2.41	5%	33/67	0.07	60/40	0.21
High Turnover Sit-Down Rest	932	1000 SF	107.2	44%	55/45	9.57	61/39	9.05
Strip Reatil Plaza	822	1000 SF	54.45	48%	60/40	2.36	50/50	6.59
Small Office Building	712	1000 SF	14.39	10%	82/18	1.67	34/66	2.16

ITE 11th Edition

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Land Use: 420
Marina

Description

A marina is a public or private facility that provides docks and berths for boats and may include limited retail and restaurant space.

Additional Data

The sites were surveyed in the 1980s in Connecticut and Washington.

Source Numbers

123, 265

Marina
(420)

Vehicle Trip Ends vs: Berths
On a: Weekday

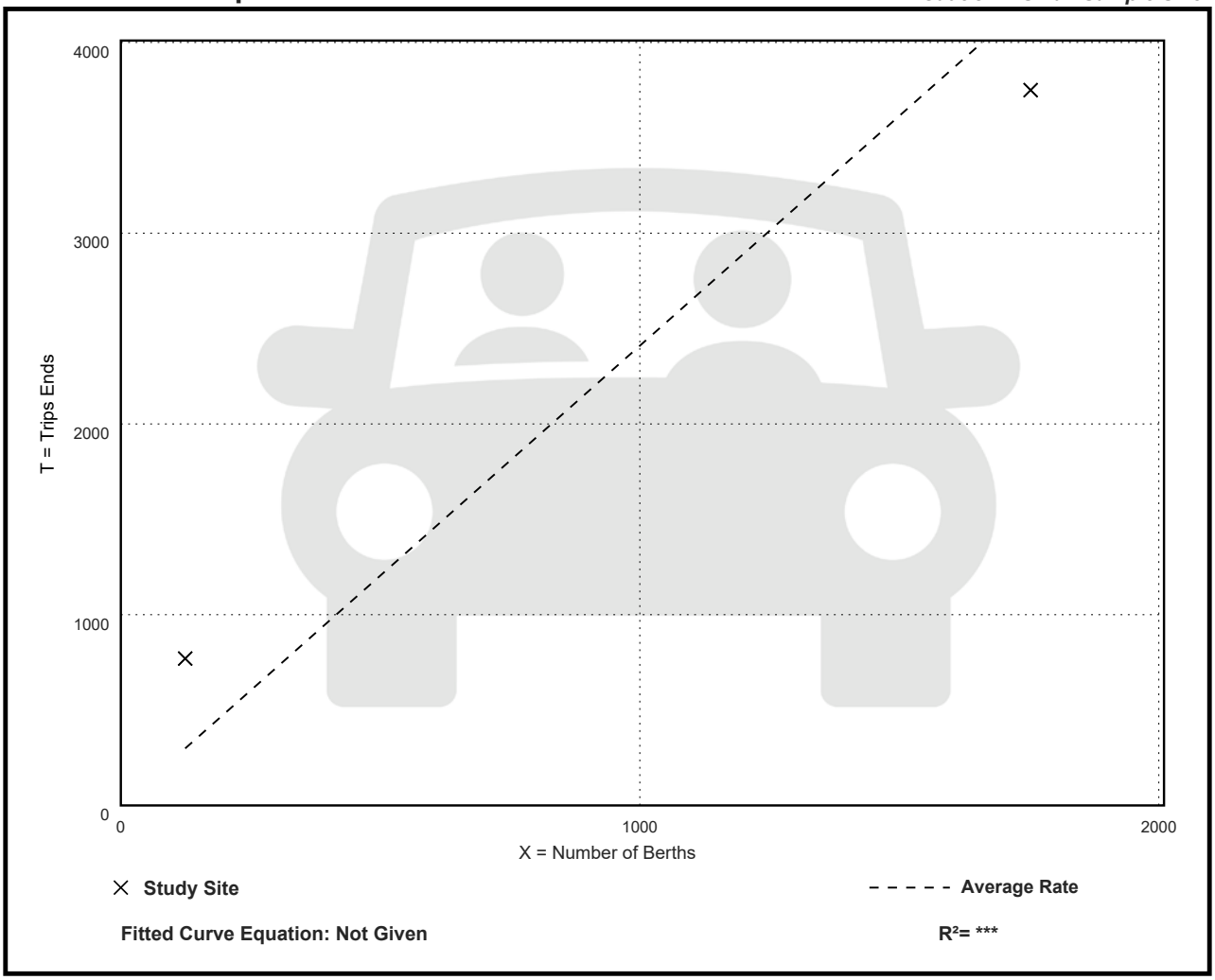
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. Num. of Berths: 939
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
2.41	2.14 - 6.21	***

Data Plot and Equation

Caution – Small Sample Size



Marina
(420)

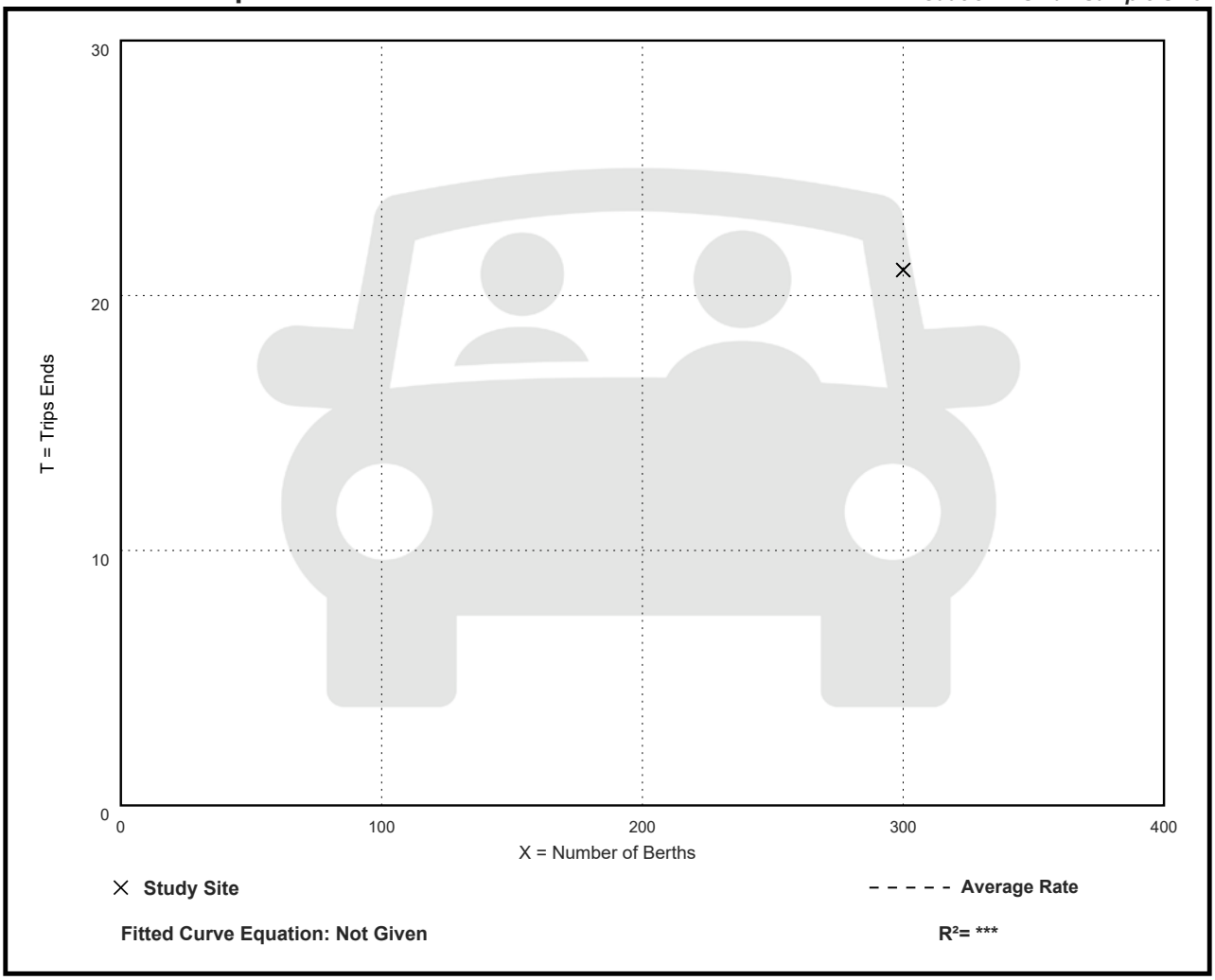
Vehicle Trip Ends vs: Berths
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. Num. of Berths: 300
Directional Distribution: 33% entering, 67% exiting

Vehicle Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.07	0.07 - 0.07	***

Data Plot and Equation

Caution – Small Sample Size



Marina
(420)

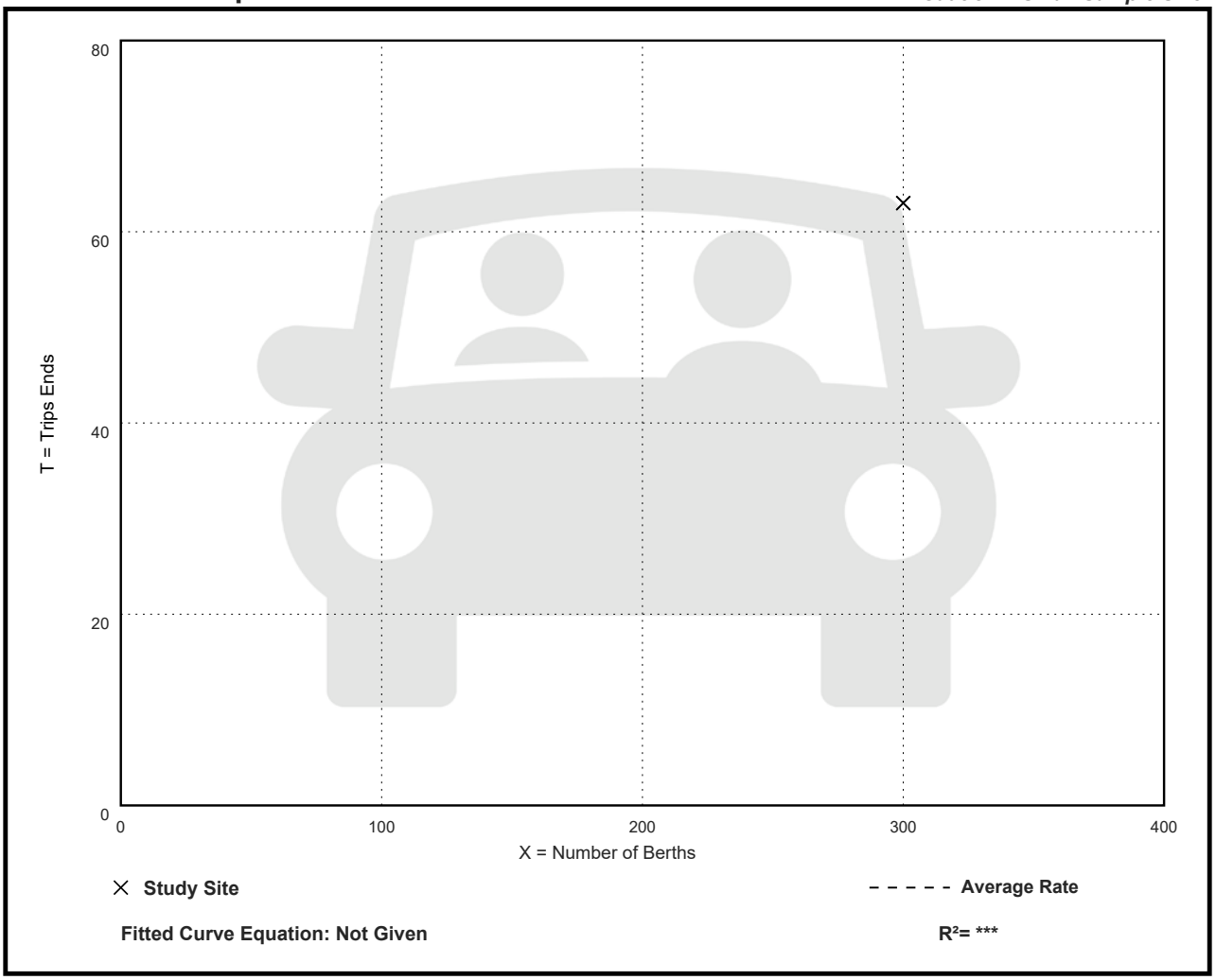
Vehicle Trip Ends vs: Berths
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. Num. of Berths: 300
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per Berth

Average Rate	Range of Rates	Standard Deviation
0.21	0.21 - 0.21	***

Data Plot and Equation

Caution – Small Sample Size



Land Use: 932
High-Turnover (Sit-Down) Restaurant

Description

This land use consists of sit-down, full-service eating establishments with a typical duration of stay of 60 minutes or less. This type of restaurant is usually moderately priced, frequently belongs to a restaurant chain, and is commonly referred to as casual dining. Generally, these restaurants serve lunch and dinner; they may also be open for breakfast and are sometimes open 24 hours a day. These restaurants typically do not accept reservations. A patron commonly waits to be seated, is served by wait staff, orders from a menu, and pays after the meal.

Some facilities offer carry-out for a small proportion of its customers. Some facilities within this land use may also contain a bar area for serving food and alcoholic drinks.

Fast casual restaurant (Land Use 930), fine dining restaurant (Land Use 931), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window (Land Use 934) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Florida, Georgia, Indiana, Kentucky, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Texas, Vermont, and Wisconsin.

Source Numbers

126, 269, 275, 280, 300, 301, 305, 338, 340, 341, 358, 384, 424, 432, 437, 438, 444, 507, 555, 577, 589, 617, 618, 728, 868, 884, 885, 903, 927, 939, 944, 961, 962, 977, 1048

High-Turnover (Sit-Down) Restaurant
(932)

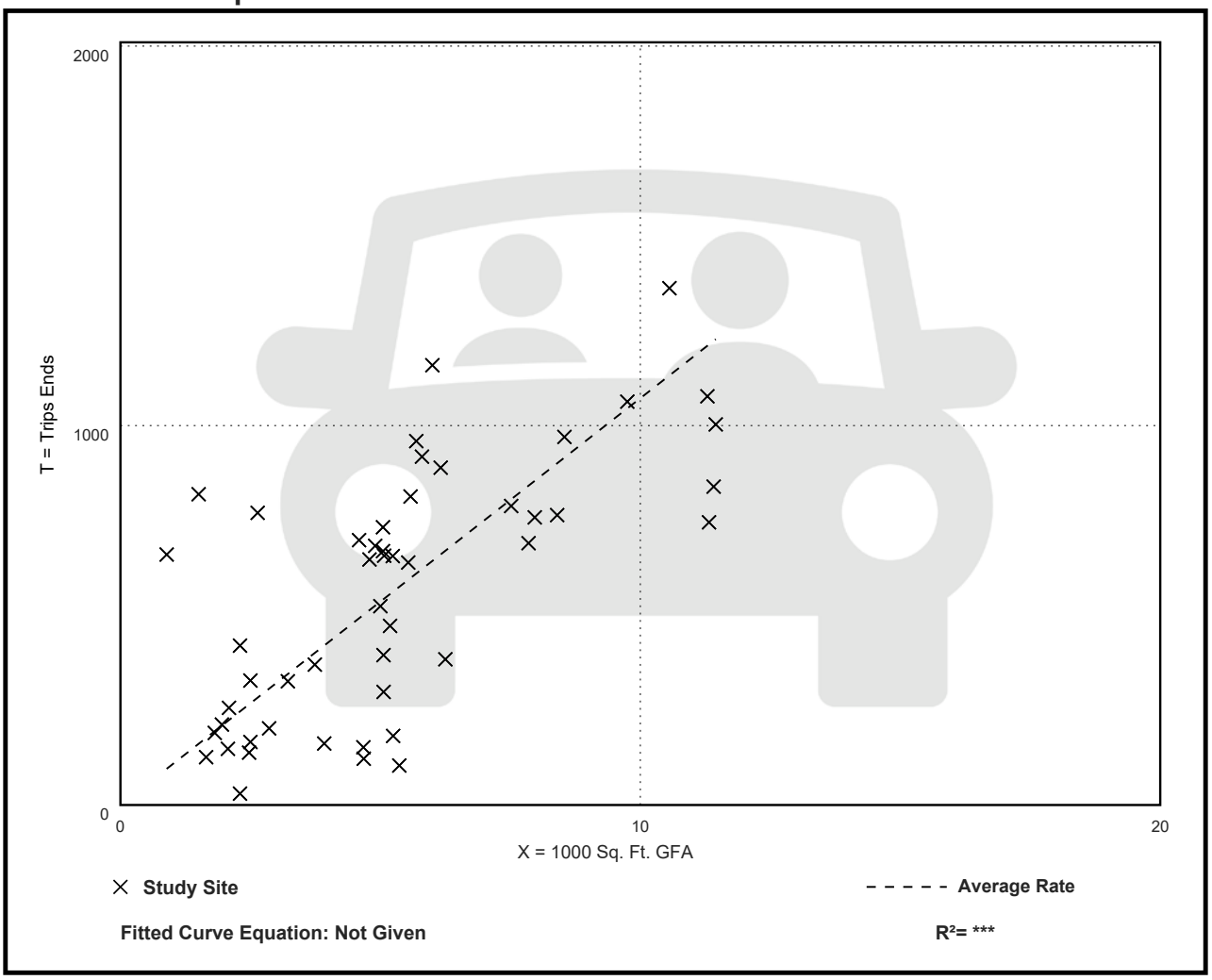
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 50
Avg. 1000 Sq. Ft. GFA: 5
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
107.20	13.04 - 742.41	66.72

Data Plot and Equation



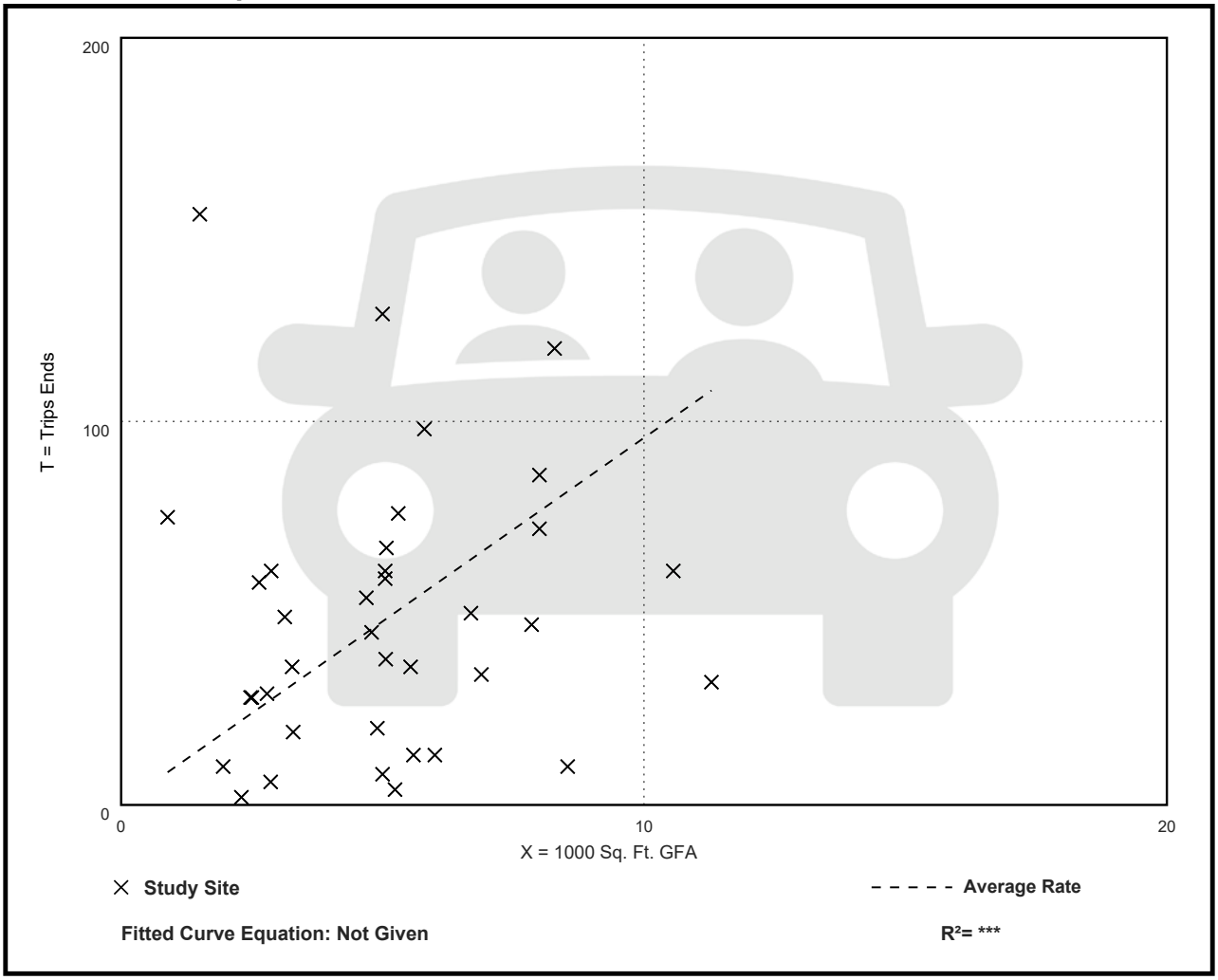
High-Turnover (Sit-Down) Restaurant
(932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 5
Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.57	0.76 - 102.39	11.61

Data Plot and Equation



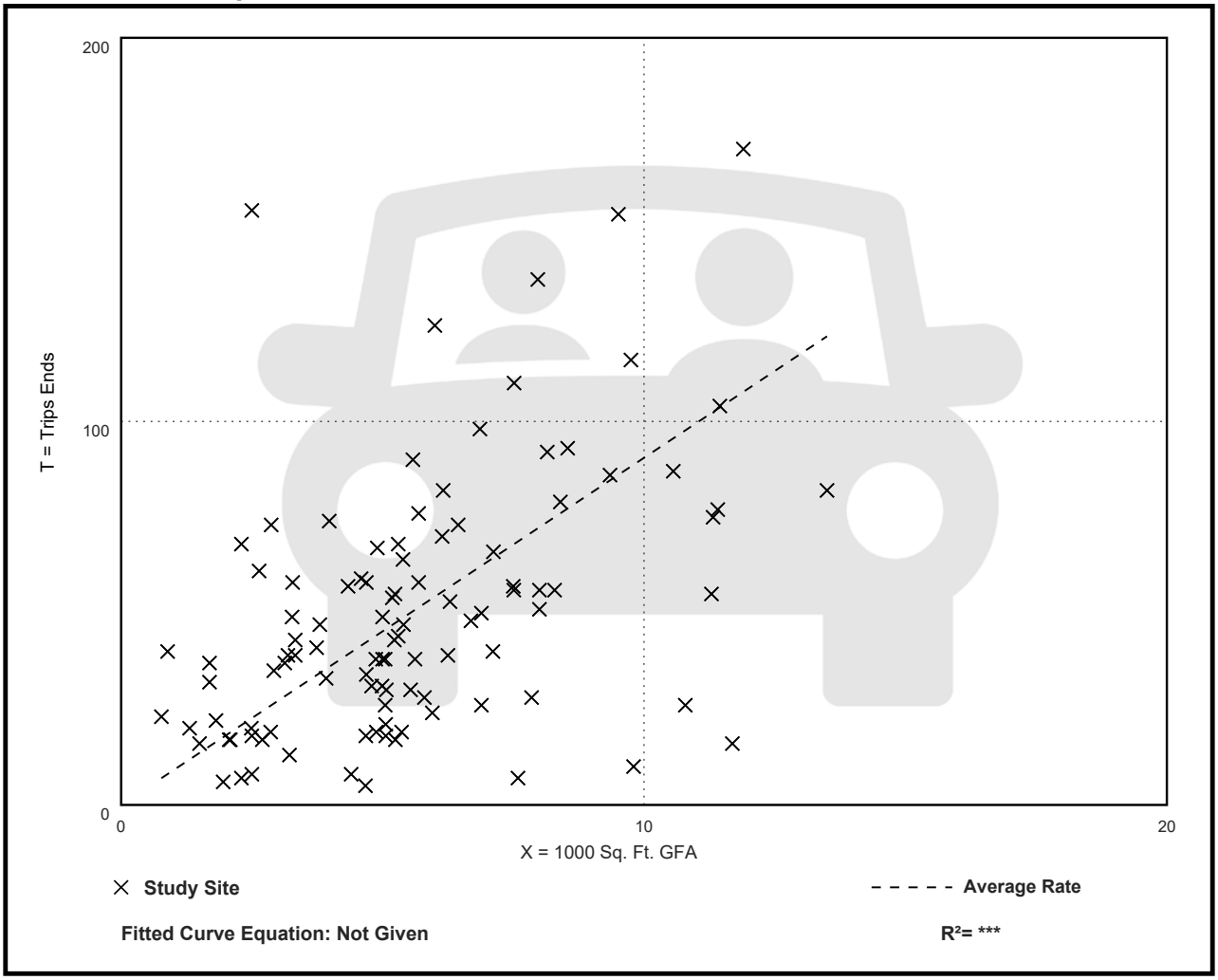
High-Turnover (Sit-Down) Restaurant
(932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 104
Avg. 1000 Sq. Ft. GFA: 6
Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.05	0.92 - 62.00	6.18

Data Plot and Equation



Land Use: 822
Strip Retail Plaza (<40k)

Description

A strip retail plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has less than 40,000 square feet of gross leasable area (GLA). Because a strip retail plaza is open-air, the GLA is the same as the gross floor area of the building.

The 40,000 square feet GFA threshold between strip retail plaza and shopping plaza (Land Use 821) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land use 820), shopping plaza (40-150k) (Land Use 821), and factory outlet center (Land Use 823) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Delaware, Florida, New Jersey, Ontario (CAN), South Dakota, Vermont, Washington, and Wisconsin.

Source Numbers

304, 358, 423, 428, 437, 507, 715, 728, 936, 960, 961, 974, 1009

Strip Retail Plaza (<40k)
(822)

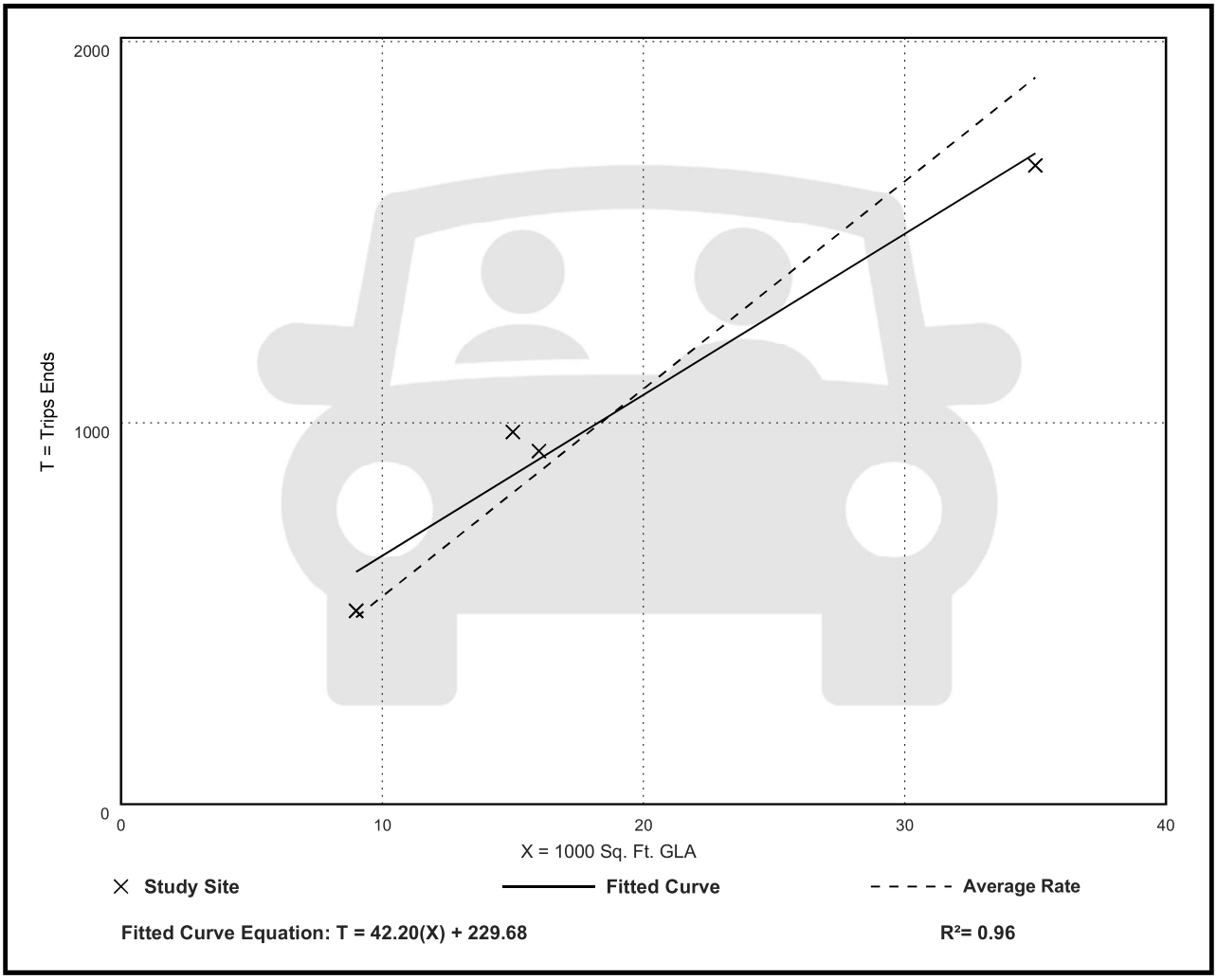
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GLA: 19
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
54.45	47.86 - 65.07	7.81

Data Plot and Equation



Fitted Curve Equation: T = 42.20(X) + 229.68

R^2= 0.96

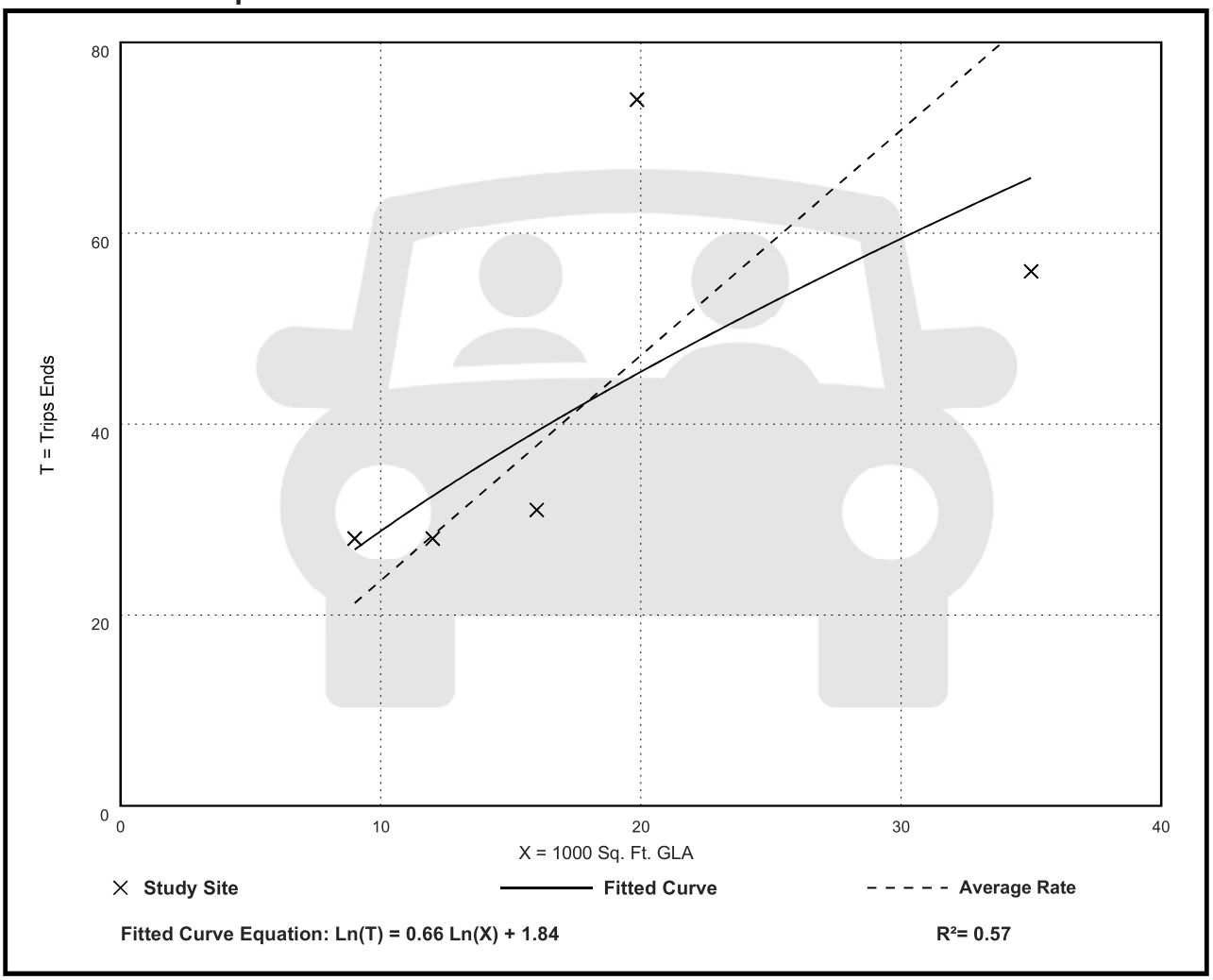
Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. 1000 Sq. Ft. GLA: 18
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
2.36	1.60 - 3.73	0.94

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.66 Ln(X) + 1.84

R^2= 0.57

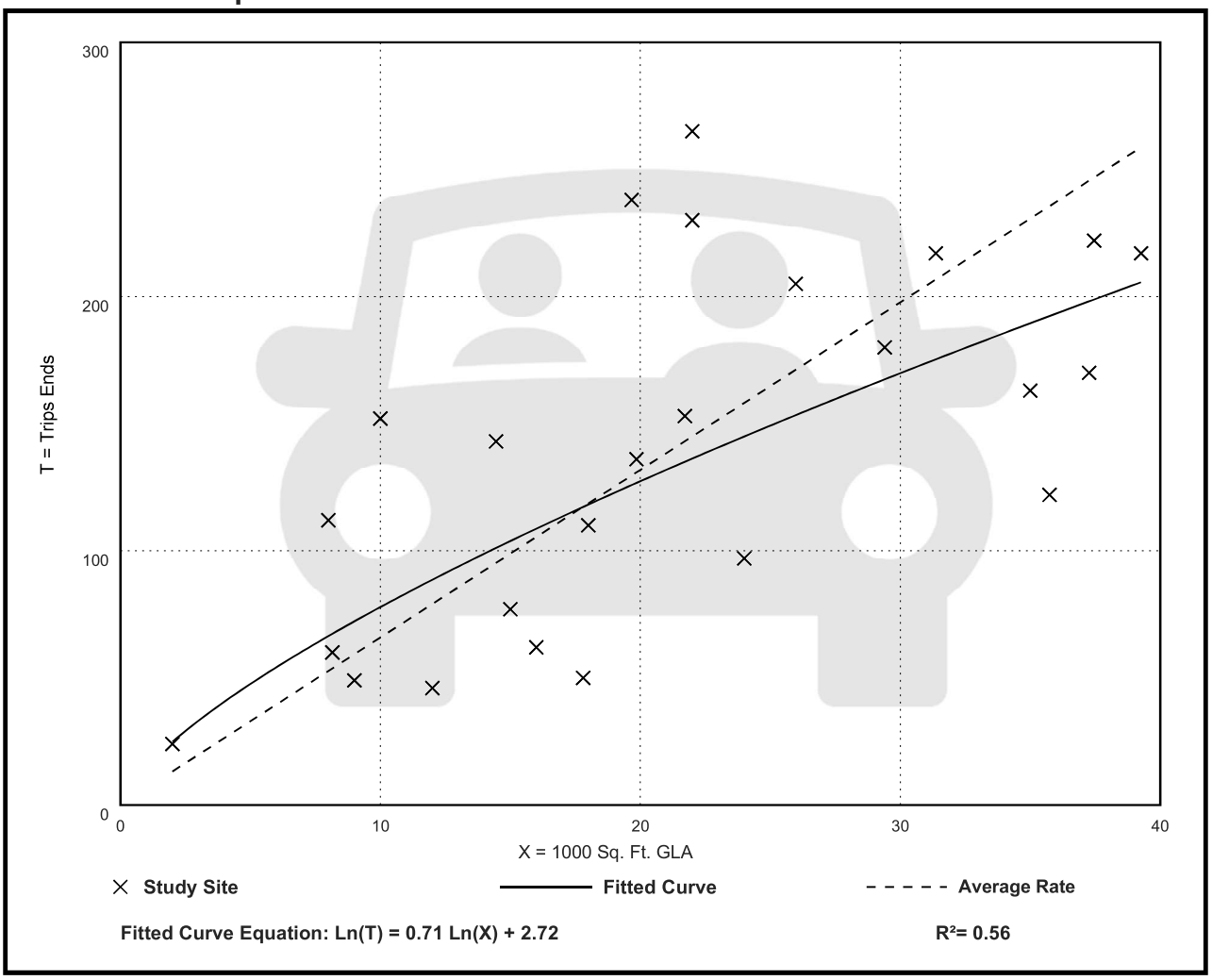
Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 25
Avg. 1000 Sq. Ft. GLA: 21
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

Data Plot and Equation



Land Use: 712
Small Office Building

Description

A small office building is the same as a general office building (Land Use 710) but with less than or equal to 10,000 square feet of gross floor area. The building typically houses a single tenant. It is a location where affairs of a business, commercial or industrial organization, or professional person or firm are conducted. General office building (Land Use 710) is a related use.

Additional Data

Attorney office, mortgage company, financial advisor, insurance agency, home health care provider, and real estate company are examples of tenants included in the small office building database. The diversity of employer types results in a wide range in employee density in the database. Densities range from a high of 1,300 to a low of 240 square feet per employee with an overall average of nearly 600 square feet per employee (a value much larger than the average observed in a general office building study sites).

In addition to the significant difference in employee density, small office buildings tend to be dominated by a single tenant (or very few) that are more service-oriented than a typical general office building. The result is more frequent and regular visitors and higher trip generation rates.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s and the 2010s in Alberta (CAN), California, Texas, and Wisconsin.

Source Numbers

418, 890, 891, 959, 976

Small Office Building
(712)

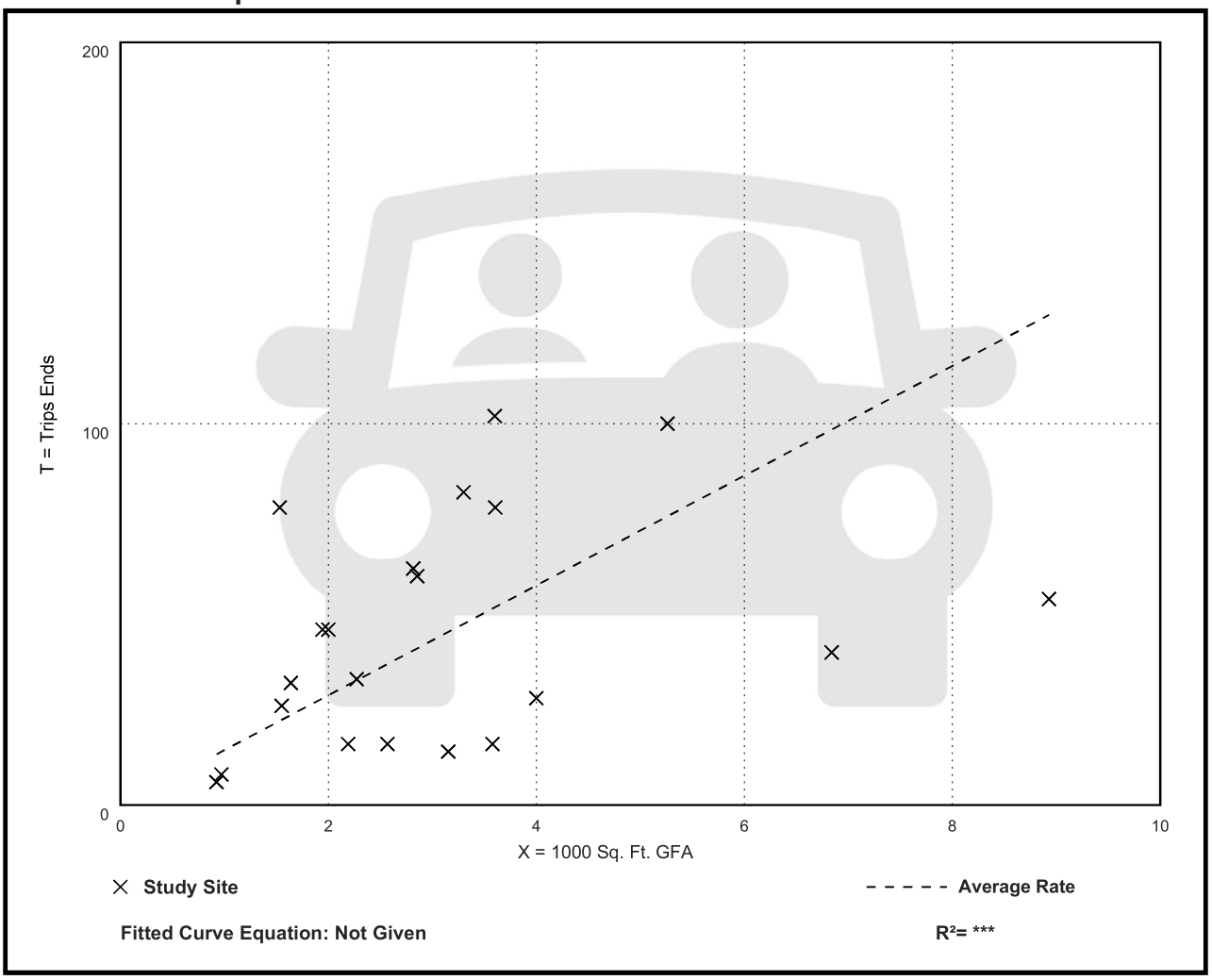
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 21
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
14.39	4.44 - 50.91	10.16

Data Plot and Equation



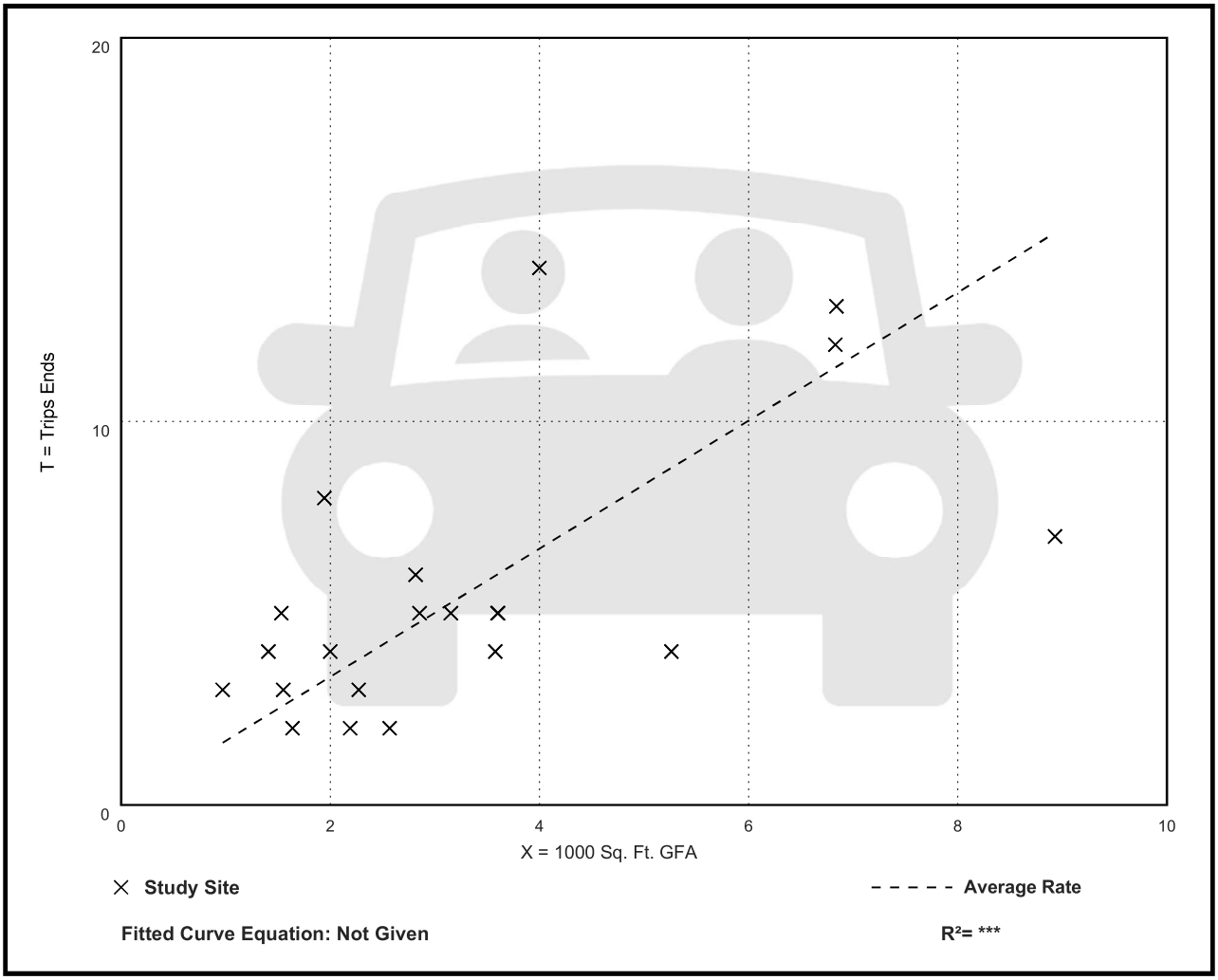
Small Office Building
(712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 21
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 82% entering, 18% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.67	0.76 - 4.12	0.88

Data Plot and Equation



Small Office Building
(712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 21
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 34% entering, 66% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.16	0.56 - 5.50	1.26

Data Plot and Equation

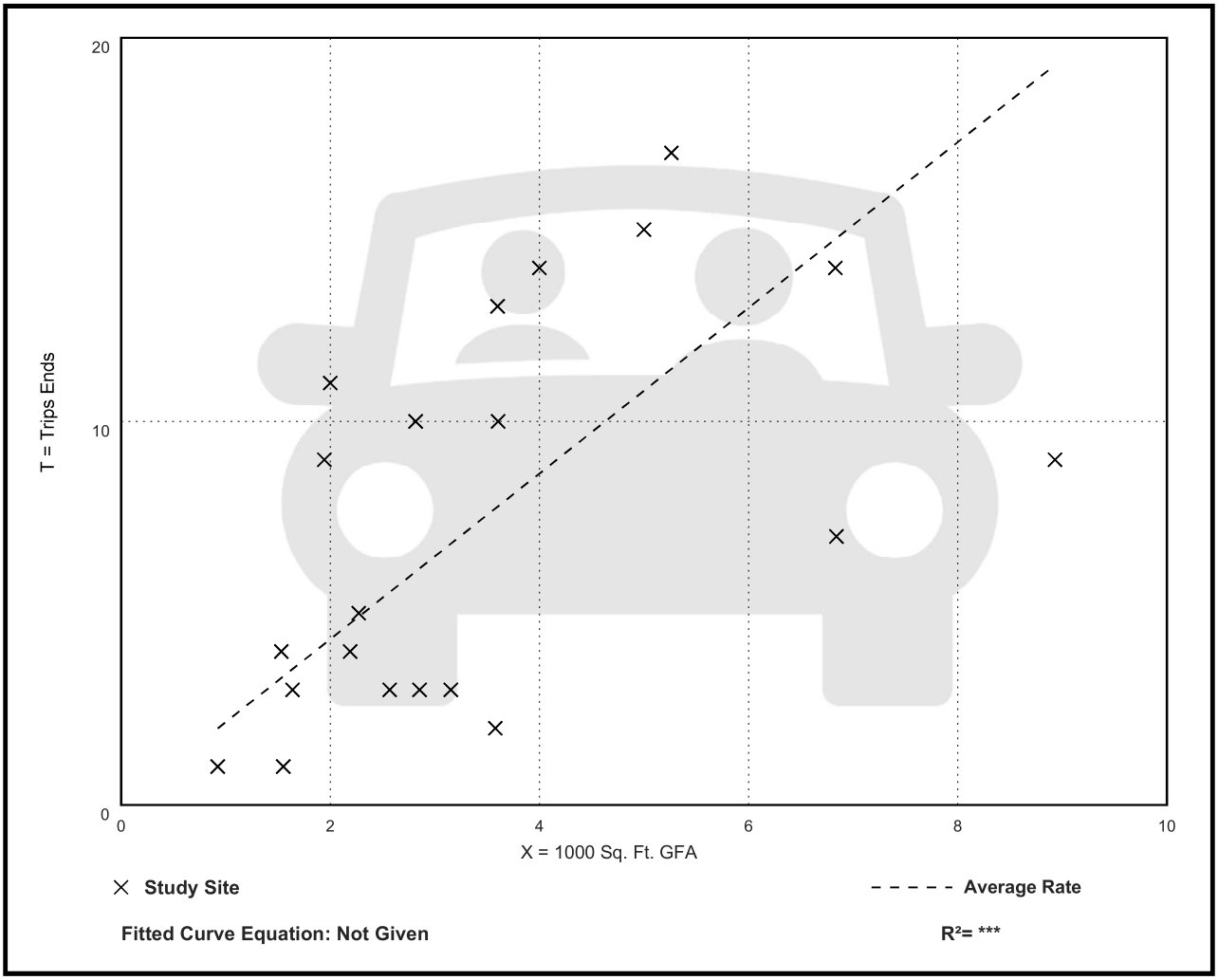


Table 13 – Road Improvement Needs by Land Use Type

Land Use	Unit	Trips	Trip Length	% New	Adj %	VMT	New Rds (Ln Ft)
Residential:							
800 FT² & Under	Dwelling	5.34	5.63	100%	35%	10.66	6.13
801 to 1,100	Dwelling	5.40	5.63	100%	35%	10.78	6.19
1,101 to 2,300	Dwelling	6.63	5.63	100%	35%	13.23	7.60
2,301 & Over	Dwelling	9.57	5.63	100%	35%	19.10	10.98
Non-Residential:							
Hotel/Motel	Room	8.17	5.57	90%	35%	14.52	8.34
RV Park	Per Lot	4.00	5.57	90%	35%	7.11	4.09
Nursing Home	1000 s.f.	7.58	3.46	100%	35%	9.30	5.34
ACLF	1000 s.f.	2.66	3.46	100%	35%	3.26	1.88
Medical Office	1000 s.f.	36.13	3.46	90%	35%	39.88	22.92
Bank Walk In	1000 s.f.	69.60	3.46	53%	35%	45.25	26.00
Bank w/Drive In	1000 s.f.	148.15	3.46	53%	35%	96.31	55.35
Office Under 100,000 FT²	1000 s.f.	13.34	5.63	90%	35%	23.96	13.77
Office 100,000 to 199,999 FT²	1000 s.f.	11.38	5.63	90%	35%	20.44	11.75
Office 200,000 to 399,999 FT²	1000 s.f.	11.44	5.63	90%	35%	20.55	11.81
Office 400,000 TO 599,999 FT²	1000 s.f.	11.10	5.63	90%	35%	19.94	11.46
Office 600,000 TO 799,999 FT²	1000 s.f.	10.93	5.63	90%	35%	19.63	11.28
Office 800,000 TO 999,999 FT²	1000 s.f.	10.83	5.63	90%	35%	19.45	11.18
Office 1,000,000 Ft² or Larger	1000 s.f.	10.75	5.63	90%	35%	19.31	11.10
Manufacturing	1000 s.f.	3.82	5.63	90%	35%	6.86	3.94
Warehouse	1000 s.f.	3.56	5.63	90%	35%	6.40	3.68
Mini-Warehouse	1000 s.f.	2.50	5.63	90%	35%	4.49	2.58
Gen. Industrial	1000 s.f.	6.97	5.63	90%	35%	12.52	7.20
Retail Under 50,000 FT²	1000 s.f.	84.76	1.50	52%	35%	23.44	13.47
Retail 50,000 to 99,999 FT²	1000 s.f.	67.92	2.50	52%	35%	31.30	17.99
Retail 100,000 to 199,999 FT²	1000 s.f.	53.28	3.00	61%	35%	34.57	19.87
Retail 200,000 to 399,999 FT²	1000 s.f.	41.80	4.00	74%	35%	43.86	25.21
Retail 400,000 TO 599,999 FT²	1000 s.f.	36.27	5.73	77%	35%	56.73	32.60
Retail 600,000 TO 799,999 FT²	1000 s.f.	32.80	6.87	79%	35%	63.11	36.27
Retail 800,000 TO 999,999 FT²	1000 s.f.	30.33	8.00	80%	35%	68.81	39.55
Retail 1,000,000 Ft² or Larger	1000 s.f.	28.06	8.00	81%	35%	64.46	37.05
Gasoline/Service Station	Fuel Pstn	168.56	1.50	50%	35%	44.82	25.76
Auto Sales & Repair	1000 s.f.	33.34	3.46	85%	35%	34.76	19.98
Restaurant	1000 s.f.	89.95	3.29	56%	35%	58.75	33.76
Fast Food Restaurant	1000 s.f.	496.12	1.50	51%	35%	134.54	77.33
Car Wash	1000 s.f.	108.00	3.46	100%	35%	132.47	76.13
Convenience Store w/o Gas	1000 s.f.	737.99	1.50	39%	35%	153.05	87.96
Convenience Store w/Gas	1000 s.f.	845.60	1.50	39%	35%	175.36	100.79
Pharmacy w/Drive Thru	1000 s.f.	88.16	3.46	50%	35%	54.07	31.07
Golf Course	Hole	35.74	3.21	95%	35%	38.64	22.21
Racquet Club	1000 s.f.	14.03	3.21	95%	35%	15.17	8.72
Parks	Acre	2.28	3.21	95%	35%	2.47	1.42
Tennis Court	Court	31.04	3.21	95%	35%	33.56	19.29
Marina	Slip	2.96	3.37	95%	35%	3.36	1.93
Boat Storage	Slip	2.96	3.37	95%	35%	3.36	1.93
Post Office	1000 s.f.	108.19	3.21	90%	35%	110.80	63.68
Library	1000 s.f.	56.24	5.63	90%	35%	101.02	58.06
Day Care Center	1000 s.f.	79.26	3.46	50%	35%	48.61	27.94
Hospital	1000 s.f.	16.50	5.63	90%	35%	29.64	17.03
House of Worship	1000 s.f.	9.11	5.36	95%	35%	16.45	9.45
Movie Theatre	1000 s.f.	78.06	3.21	95%	35%	84.39	48.50
Elem School	1000 s.f.	15.43	5.36	100%	35%	29.32	16.85
Middle School	1000 s.f.	13.78	5.36	100%	35%	26.18	15.05
High School	1000 s.f.	12.89	5.36	100%	35%	24.49	14.08
Fitness Center	1000 s.f.	32.93	3.46	95%	35%	38.37	22.05

Source: Institute of Transporation Engineers Trip Generation - 8th Edition
Palm Beach County Trip Generation Rates - September 1, 2011
Walter H. Keller, Inc.

APPENDIX 3

Martin County 2023 Roadway Level of Service Inventory Report

Road Name	From	To	Context Classification	Generalized Service Capacity	2023 Average Annual Daily Traffic	2023 Peak Hour Directional Volume	2023 Generalized LOS	Avg. Annual Growth Rate
Baker Rd	SR-5	Green River Pkwy	C3R	1165	5,610	246	C	1.2%
Berry Ave	Golden Bear Wy	CR-714	C3R	890	3,620	193	C	0.9%
Berry Ave	CR-714	Sunset Tr	C3R	890	2,149	104	C	4.4%
Britt Rd	Pine Lake Dr	SR-5	C3C	1125	4,492	204	C	0.5%
Newfield Pkwy	SR-714 (Martin Hwy)	Port St. Lucie Blvd.	C2	730	5,815	507	D	1.9%
Commerce Ave	Salerno Rd	Monroe St	C3C	855	6,257	297	TCEA	0.5%
Commerce Ave	Monroe St	Indian St	C3C	855	6,777	359	C	0.5%
Country Club Dr	Palm Beach County	Island Way	C3R	890	3,016	131	C	1.6%
Country Club Dr	Island Way	Little Club Dr	C3R	890	3,692	156	C	1.3%
County Line Rd	Little Club Dr	SR-5	C3R	890	2,525	127	C	0.5%
Cove Rd	SR-76	Willoughby Blvd	C3R	1165	14,459	878	C	1.1%
Cove Rd	Willoughby Blvd	SR-5	C3R	1165	16,452	779	C	1.6%
Cove Rd	SR-5	CR-A1A	C4	870	13,949	495	TCEA	1.5%
Cove Rd	CR-A1A	End	C3R	890	5,247	312	TCEA	0.5%
CR-609 (Allapattah Rd)	SR-710	CR-714	C2	730	2,436	117	A/B	6.5%
CR-609 (Allapattah Rd)	CR-714	St Lucie County	C2	730	2,174	126	A/B	5.0%
CR-707 (Beach Rd)	Palm Beach County	CR-708	C3R	890	1,669	86	C	0.5%
CR-707 (Dixie Hwy)	CR-723/CR-707	CR-707 (Indian River Dr)	C3R	890	5,353	231	TCEA	0.5%
CR-707 (Indian River Dr)	CR-707 (Dixie Hwy)	CR-707A (Jensen Beach Blvd.)	C3R	890	11,042	674	C	1.2%
CR-707 (Indian River Dr)	CR-707A	SR-732	C4	695	5,911	317	TCEA	0.5%
CR-707 (Indian River Dr)	SR-732	St. Lucie County	C3R	890	8,265	555	C	5.7%
CR-707A (Jensen Beach Blvd)	CR-723	Skyline Dr	C4	1790	21,241	994	C	0.5%

Segments with shaded LOS require additional analysis.
The peaks are: CR-713 (PM/NB), US-1 (PM/NB) and SR-714 (AM/EB)

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadw ay

Variable	Value
Major-road speed, mph:	35
Major-road volume (one direction), veh/h:	276
Right-turn volume, veh/h:	30

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	1783
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

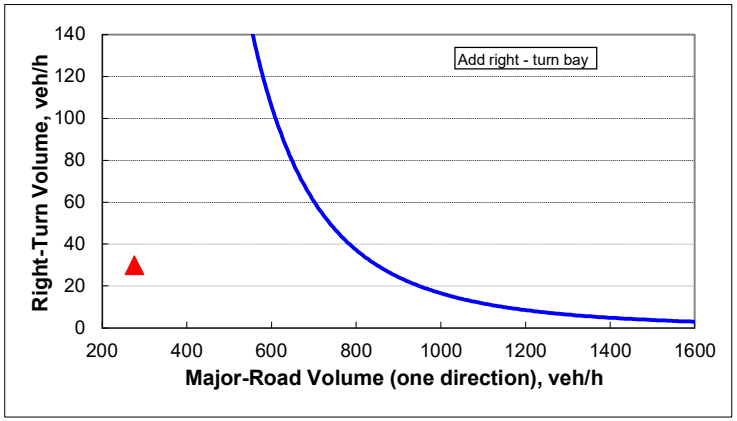


Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

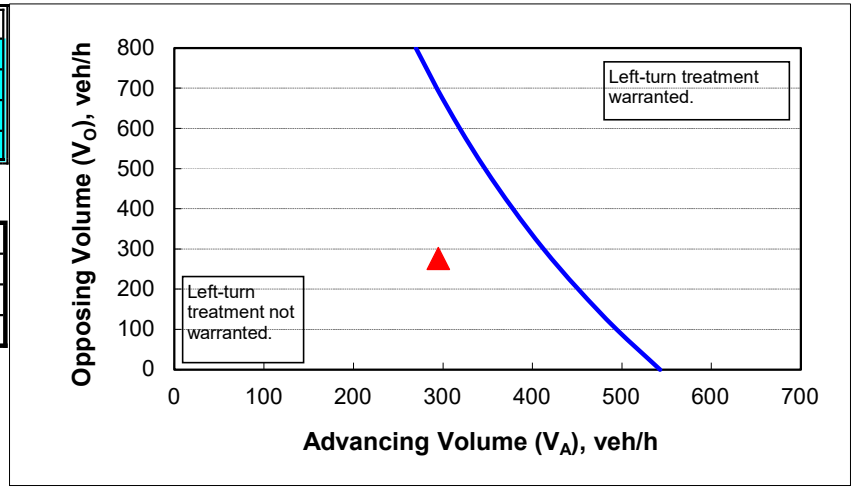
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	35
Percent of left-turns in advancing volume (V_A), %:	20%
Advancing volume (V_A), veh/h:	295
Opposing volume (V_O), veh/h:	276

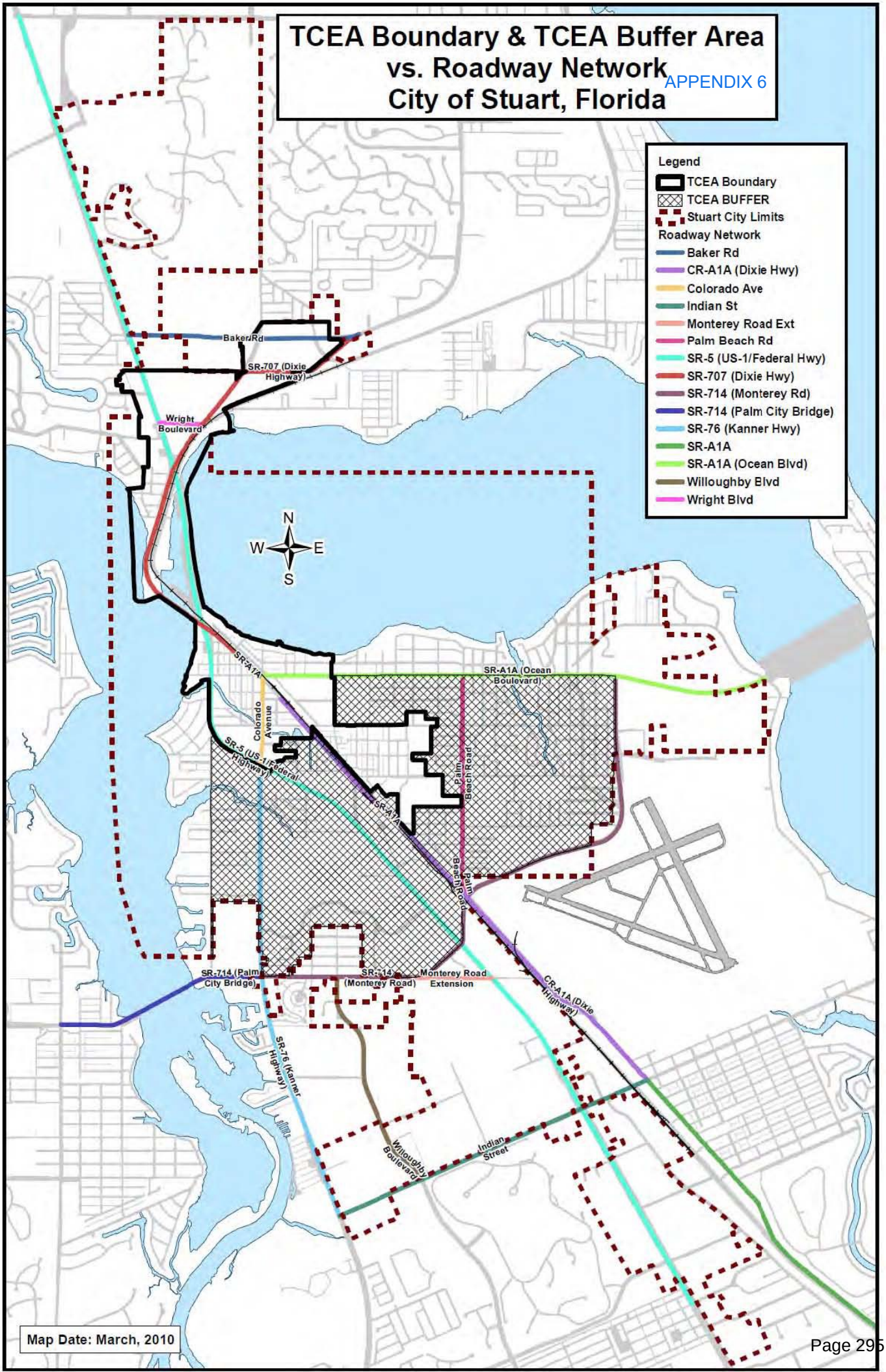
OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	421
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	2.2
Critical headway, s:	4.2
Average time for left-turn vehicle to clear the advancing lane, s:	1.9


TCEA Boundary & TCEA Buffer Area
vs. Roadway Network
City of Stuart, Florida
APPENDIX 6
Legend
TCEA Boundary
TCEA BUFFER
Stuart City Limits
Roadway Network
Baker Rd
CR-A1A (Dixie Hwy)
Colorado Ave
Indian St
Monterey Road Ext
Palm Beach Rd
SR-5 (US-1/Federal Hwy)
SR-707 (Dixie Hwy)
SR-714 (Monterey Rd)
SR-714 (Palm City Bridge)
SR-76 (Kanner Hwy)
SR-A1A
SR-A1A (Ocean Blvd)
Willoughby Blvd
Wright Blvd
N
W
E
S
Baker Rd
SR-707 (Dixie Highway)
Wright Boulevard
SR-A1A
SR-A1A (Ocean Boulevard)
Colorado Avenue
SR-5 (US-1/Federal Highway)
SR-A1A
Palm Beach Road
Palm Beach Road
SR-714 (Palm City Bridge)
SR-714 (Monterey Road)
Monterey Road Extension
CR-A1A (Dixie Highway)
SR-76 (Kanner Highway)
Willoughby Boulevard
Indian Street
Map Date: March, 2010

Basic Info

PIN	AIN	Situs Address	Website Updated
05-38-41-000-000-00040-5	22101	54 NW DIXIE HWY STUART FL	6/26/25

General Information

CHANGE MAILING ADDRESS SIGN UP FOR PROPERTY FRAUD ALERT

Property Owners
CAPRI HARBOR LIGHTHOUSE MARINA LP

Mailing Address
1333 3RD AVE S #505
NAPLES FL 34102

Tax District
STUART

Parcel ID
05-38-41-000-000-00040-5

Account Number
22101

Property Address
54 NW DIXIE HWY STUART FL

Legal Description
THAT PART OF GOV LOT 3 IN 5-38-41 LYING ...

Use Code/Property Class
1000 - 1000 Vacant Commercial

Neighborhood
M2 M2-DOWNTOWN STUART

Legal Acres
6.8

Ag Use Size (Acre\Sq Ft)
N/A

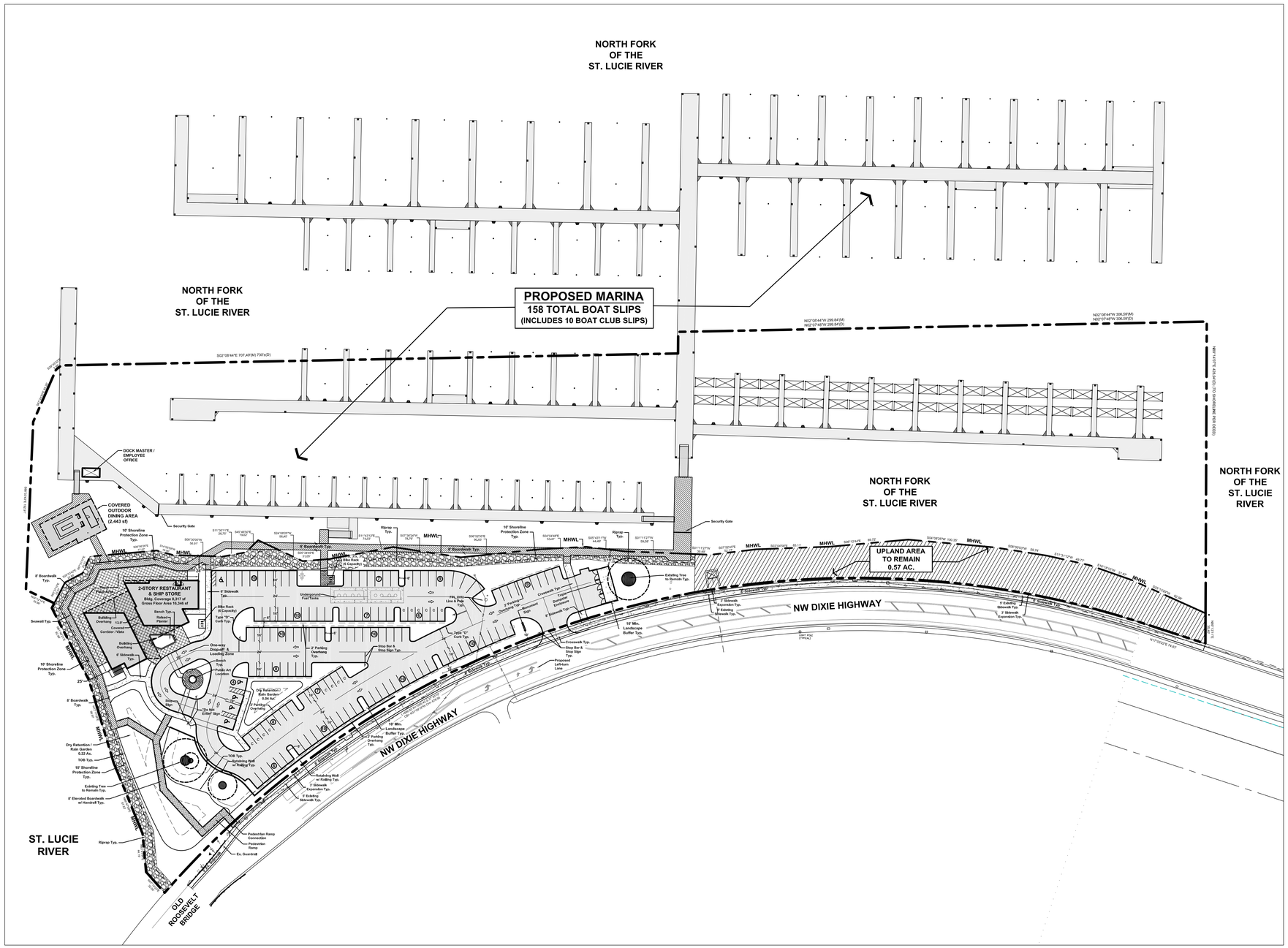
Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2025	$ 6,840,410	$ 120,400	$ 6,960,810	$ 4,534,956	$ 2,425,854	$ 0	$ 2,425,854

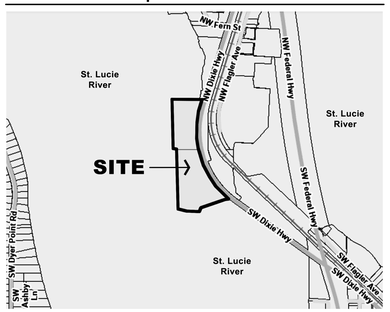
Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date	Grantor (Seller)	Doc Num
1/16/25	URBAN REDEVELOPMENT GROUP OF STUART INC	3109537
Sale Price	**Deed Type**	**Book & Page**
$ 10,000,000	Warranty Deed	3478 2255



Location Map



Traffic Statement

The applicant proposes to construct a 158-berth Marina and 275-seat high turnover sit-down restaurant. The property is within the City of Stuart's Transportation Concurrency Exception Area and is exempt from transportation concurrency based on the City Code.

The proposed development will generate the following net external trips:
1,040 daily, 102 AM peak hour (52 in/50 out), and 92 PM peak hour (53 in/39 out) trips
The proposed development will generate the following driveway trips:
1,588 daily, 176 AM peak hour (90 in/86 out), and 141 PM peak hour (81 in/60 out) trips

Drainage Statement

Stormwater for the proposed Capri Harbor Stuart Site will be collected via a system of inlets and culverts and will be routed to a proposed on-site dry retention system. The dry retention system will provide the required water quality treatment/nutrient reduction as well as pre- vs. post-development discharge attenuation before ultimately discharging into the St. Lucie River. All calculations will be performed per City of Stuart and South Florida Water Management District criteria. The proposed site's pavement above the 10-year / 1-day storm event, the perimeter berm above the 25-year / 3-day storm event, and finished floor elevations will be set at or above the 100-year / 3-day (zero discharge) storm event or two feet above the FEMA Flood Elevation, whichever is more stringent.

Legend

- **C** — Compact Parking Space Typ. (8.5' x 16' w/ 2' overhang)
- Upland Area to Remain 0.57 Ac.
- Existing Tree to Remain Typ.

Site Data

Total Gross Site Area	11.09 Ac. / 483,368 sf
Upland Area	3.60 Ac. / 156,876 sf
Submerged Area	7.49 Ac. / 326,492 sf
Zoning District	Urban Waterfront (UW)
Future Land Use	Downtown
* The Property is located within the Community Redevelopment Area (CRA)	
Parcel Control Number	05-38-41-000-000-00040-5 32-37-41-004-000-00030-9
Existing Use	Former Boat Club
Proposed Use	Marina Facility & Restaurant
Restaurant	275 Seats
Ship Store	1,442 sf
Retail Area Floor Space 1,202 sf	
Office Area 240 sf	
Marina	148 Slips
Boat Club	10 Slips
Maximum Permitted Building Height	3-Stories / 35'
Proposed Building Height	2-Stories / 33' (Top of Structure = 30' & Top of Parapet = 33')

Building Setback Requirements

Front Building Setback:	(from east property line abutting NW Dixie Hwy.)	10' Min.
Side Building Setback:	(from north property line & south mean high water line)	10' Min.
Rear Building Setback:	(from west mean high water line)	10' Min.

Site Calculations

	Acres	SF	%
Gross Upland Area	3.60 Ac.	156,876 sf	100%
Total Impervious Area	1.65 Ac.	71,897 sf	46%
Building Coverage	0.19 Ac.	8,317 sf	5%
Vehicular Use Area	1.25 Ac.	54,629 sf	35%
Sidewalks, Other Pavement & Pads	0.21 Ac.	8,951 sf	6%
Total Pervious Area	1.95 Ac.	84,979 sf	54%
Dry Retention Area	0.26 Ac.	11,530 sf	7%
Boardwalk / Elevated Boardwalk & Riprap	0.42 Ac.	18,419 sf	12%
Open Space / Landscape Area	0.70 Ac.	30,100 sf	19%
Upland Area to Remain	0.57 Ac.	24,930 sf	16%

Parking Data

	Required	Provided
Marina: 148 Boat Slips & 3 Employees		
1 Space per 4 boat slips (148 slips / 4)	37 Spaces	37 Spaces
1 Space per employee on largest shift	3 Spaces	3 Spaces
Boat Club: 10 Boat Slips & 2 Employees		
1 Space per each boat slip (10 slips / 1)	10 Spaces	10 Spaces
1 Space per employee on largest shift	2 Spaces	2 Spaces
Restaurant: 275 Seats & 15 Employees		
1 Space per 4 seats (275 seats / 4)	69 Spaces	69 Spaces
1 Space per employee on largest shift	15 Spaces	15 Spaces
Ship Store: 1,442 sf (Retail 1,202 sf + Office 240 sf)		
Retail: 1 Space per 300 sf of floor area (1,202 sf / 300)	4 Spaces	4 Spaces
Office: 1 Space per 350 sf (240 sf / 350)	1 Space	1 Space
Total Parking:	141 Spaces	*141 Spaces

* (The total provided 142 parking spaces includes handicap & compact spaces)

Handicap Parking (ADA Compliance, Section 208.2)	Required	Provided
5 Spaces Minimum per 101 - 150 Provided Spaces	5 Spaces	5 Spaces

Compact Parking Spaces (Sec. 3.01.03 F.1.e.v)	Max. Permitted	Provided
Up to 10% of the Required Parking Spaces (141 x 10%) * (Included as part of the total provided parking spaces)	14 Spaces	14 Spaces

Bicycle Parking Requirement	Required	Provided
2 per 1st 10 Spaces & 2 per each additional 30 Required Vehicular Parking Spaces	11 Spaces	12 Spaces (2 Total - 6 Bike Capacity Racks)

Loading Requirement	Required	Provided
1 loading space (10' x 25') per 5,000 - 80,000 sf of floor Area	1 Space	1 Space (Loading activity will occur in drop-off area during non-business hours)

Scale: 1" = 60'

0' 30' 60' 120' 180'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjadesignstudio.com
LA 0000905

Capri Harbor Stuart

City of Stuart Florida
Major Development Site Plan

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The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	2024-46
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	8-8-25
Revision Dates	10-06-25

SP-1

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 5/26/2026 **Prepared by:** Nina Mullin

Title of Item:
APPROVAL OF 05/11/2026 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:
N/A

Funding Source:
N/A

Recommended Action:
Approve Minutes.

ATTACHMENTS:
1. 05/11/2026 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
MAY 11, 2026
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Sean Reed
Vice Mayor - Vacant
Commissioner Eula R. Clarke
Commissioner Laura Giobbi
Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael Giardino
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

PRESENT: Mayor Reed, Commissioner Clarke, Commissioner Giobbi, and Commissioner Rich

INVOCATION

Chaplain Edward Skiba, City of Stuart Police Department, gave the Invocation.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - GERTRUDE WALDEN CHILDREN'S SONG PERFORMANCE

Thelma Washington, Director of Gertrude Walden, introduced her students who performed "The ABC Song" and "One Small Voice" and received a Certificate of Appreciation.

PROCLAMATIONS

2. SAFE BOATING WEEK - MAY 16 – 22, 2026

Robert Hess, Flotilla Commander USCG Auxiliary Flotilla 59, was presented the Proclamation and all gathered with the Commissioners for a group photo.

3. PUBLIC WORKS WEEK - MAY 17 – 23, 2026

Chris Corrado, Member of the American Public Works Association Chapter, was presented the Proclamation and commented on the duties of the City of Stuart Public Works Department.

4. LUPUS AWARENESS MONTH - MAY 2026

Pamela Klinger-Milazzo, Lupus Foundation of America Ambassador SE Region, was presented the Proclamation and provided information on the disease.

5. HISTORIC PRESERVATION MONTH - MAY 2026

Jacqui May, Vice Chair of Martin County Historic Preservation Board was presented the Proclamation, thanked the City for their participation in preservation, and announced some of the upcoming events planned for the month.

6. MUNICIPAL CLERKS WEEK - MAY 3 – 9, 2026

Mary Kindel, City Clerk, was presented the Proclamation and thanked the Commission and her staff.

PRESENTATIONS

7. SERVICE AWARDS - MAY 2026

James Chrulski	Community Services	20 years	Present
Brian Tison	Police Department	5 years	Present

8. MARTIN COUNTY TRANSIT

Chris Stephenson and Karen Deigl, of Martin County Transit, presented the new improvements to the Marty bus system, followed by some questions and answers from the Commission.

9. INNOVATION HUB UPDATE

Jodi Kugler, Development Director, presented a brief summary review of the latest Martin County Innovation Hub Study and the responsibilities of the City of areas located within Martin County, including the southern portion of the City of Stuart and the Golden Gate redevelopment area.

10. RECOGNITION OF NEW SRT MEDICS

Jon Huneycutt, Operations Chief Fire Rescue, introduced staff and reported on the joint program, explaining SRT being the high rush situations, working together as an SRT medic, trained to move into a location and side by side with the Police. Vince Felicione, Fire Chief, presented the new Special Response Team; Leroy Ehret, Anthony Pesaturo, and Drew Edwards. Fire Chief Felicione thanked the Police Chief for working together as this effort had been a plan for many years. Flamur Zenelovic, Police Chief, and Sergeant Tyler Bovee, explained the training for the team members.

Commissioners thanked the team and commented on the comradery between the Fire and Police Departments.

COMMENTS BY CITY COMMISSIONERS

Commissioner Rich

- Congratulated the Mayor on his new position.
- Reported on his attendance at the Boys and Girls Club Awards Ceremony and thanked the Commissioners for making the effort to reach out to the members of the community.

- Complimented resident, Cody Johnson, on his comments at the Boys and Girls Club Awards Ceremony.

Commissioner Giobbi

- Congratulated the Mayor on his new position.
- Commented on Historical Preservation Month and thanked Mrs. Hamilton from the 1895 church for being present with "official garb" of women of the late 18th Century.
- Commented on the Local newspaper.

Commissioner Clarke

- Commented on Historic Preservation Month and the Emancipation Day Event scheduled for tomorrow. Thanked all who participated and supported the National Historic Registry application.
- Commented on a photo received from resident Luke Lathem, noting that otters were in the Poppleton Creek area.
- Suggested finding a way to get information to the East Stuart community and asked the City Manager to contact Ms. Brinkley.
- Noted that Commissioner Collins is no longer with the City and suggested to note the language of the Charter to the public about the ascendance to the Mayor and Vice Mayor.

COMMENTS BY CITY MANAGER

City Manager Giardino

- Commented positively on staff and looks forward to getting to know more about the community.
- Announced the City was honored at the Environmental Stewardship Awards for the Oyster Bed Program and a surprise award to Milton Leggett, Public Works Director, for Lifetime Achievement.
- Reported a successful meeting with the Martin County Administrator, Don Donaldson.
- Thanked Misti Guertin for coordinating the meet and greet with staff last Friday and was grateful for the opportunity to meet so many of the staff members.
- Commented on the Fire Interlocal Agreement complimented the training facility agreement and the professionalism of our highly qualified and highly proficient staff.
- Expressed though new to the City, he feels deeply connected with staff and citizens, sees the City in a strong place, and is committed to working together on the mission.

APPROVAL OF AGENDA

5:23 PM MOTION: Approval of Consent Calendar, pulling Item #12.
MOVED BY: Eula Clarke
SECONDED BY: Campbell Rich
Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

1. Mark Brechbill - Stuart; Commented on the fixing of the railroad crossings and is thankful for the life-saving efforts.
2. Robin Cartwright - Stuart; Commented on the importance of updating information on your Drivers Licenses as is reminded on the Supervisor of Elections website.
3. Olga Hamilton - Stuart; Congratulated the City Manager and Mayor; commented on the historic church and invited the public to come visit.
4. Robert Hamilton - Stuart; Thanked Mayor Reed for keeping his campaign promises along with Commissioner Giobbi and thanked City Manager Giardino for his service. Requested a meeting between the City Manager and Mayor Reed in hopes to resolve issues; noted there is no lawsuit filed.
5. Shirley Brennan, Esq. - Ponce Inlet, FL; Commented on the positive impression of Mr. Giardino, looks forward to resolving the Hamilton issue to prevent a lawsuit.
6. Deb Harsh - Jensen Beach; Commented on Preservation Month and asked that we include (Potsdam) 1895 church next year.

APPROVAL OF CONSENT CALENDAR

11. APPROVAL OF 4/27/2026 CCM MINUTES (RC)

***** ITEM #12 PULLED *****

12. STUART HOUSING AUTHORITY BOARD MEMBER RATIFICATION (RC):

RESOLUTION No. 32-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE REAPPOINTMENT OF BOARD MEMBER JENNIE DAVIS ON THE STUART HOUSING AUTHORITY OF THE CITY OF STUART, FLORIDA FOR A FOUR (4) YEAR TERM FROM MAY 21, 2026, THROUGH MAY 21, 2030; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

13. FACSIMILE SIGNATURE BANK UPDATE (RC):

RESOLUTION No. 38-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

5:37 PM MOTION: Approve, pulling Item #12.
MOVED BY: Laura Giobbi
SECONDED BY: Eula Clarke
Motion approved unanimously.

***** PULLED ITEM #12 FROM THE CONSENT CALENDAR*****

12. STUART HOUSING AUTHORITY BOARD MEMBER RATIFICATION (RC):

RESOLUTION No. 32-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE REAPPOINTMENT OF BOARD MEMBER JENNIE DAVIS ON THE STUART HOUSING AUTHORITY OF THE CITY OF STUART, FLORIDA FOR A FOUR (4) YEAR TERM FROM MAY 21, 2026, THROUGH MAY 21, 2030; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Lee Baggett, City Attorney, provided an explanation on the election of appointees to the Stuart Housing Authority Board.

Commissioner Clarke reviewed the reasons she requested the item be pulled from the Consent Calendar, noting the relationship between the City and the Stuart Housing Authority and to bring recognition to the members of the community.

Commissioner Giobbi commented on having the City Commission reach out to the Housing Authority to provide more affordable housing for residents in Stuart.

Commissioner Rich commented on additional members, Mr. Cooper and Mr. Dougherty, to provide information and be added to one of our agendas.

5:42 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Campbell Rich
Motion approved unanimously.

COMMISSION ACTION

14. FIRE RESCUE INTERLOCAL AGREEMENT (RC):

RESOLUTION No. 37-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART (“CITY”) AND MARTIN COUNTY (“COUNTY”) FOR FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Vince Felicione, Fire Chief, reported on the updated Interlocal Agreement, the improved relationship with the County and noted that no money is to be exchanged for the agreement between entities.

5:47 PM MOTION: Approve.
MOVED BY: Laura Giobbi
SECONDED BY: Eula Clarke
Motion approved unanimously.

***** 5:48 PM RECESS *****
***** 5:59 PM RECONVENE *****

ORDINANCE SECOND READING

15. (CONTINUED TO A DATE CERTAIN OF MAY 26, 2026 - CITY COMMISSION MEETING)
WAL-MART EXTERIOR REBRAND - MAJOR COMMERCIAL PLANNED UNIT DEVELOPMENT AMENDMENT (QUASI-JUDICIAL):

ORDINANCE No. 2551-2026: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE WAL-MART COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), PROVIDING FOR AN AMENDMENT TO THE ADOPTED RESOLUTION NUMBER 28-2011 TO AUTHORIZE MODIFICATIONS TO THE APPROVED UNIFIED SIGNAGE PLAN, INSTALL A NEW CANOPY AND PAINT THE EXTERIOR OF THE BUILDING; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Baggett explained that the Ordinance remained on the agenda because the City Clerk advised it, avoiding the need to readvertise.

ORDINANCE FIRST READING

16. CHARTER AMENDMENT- SALE OR LONG TERM LEASE OF CITY PROPERTY CONTAINING RECREATIONAL BALLFIELDS MUST BE APPROVED BY REFERENDUM VOTE (RC):

ORDINANCE No. 2553-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING BALLOT LANGUAGE AND DIRECTING THE SUPERVISOR OF ELECTIONS OF MARTIN COUNTY, FLORIDA, TO PLACE A REFERENDUM ON THE AUGUST 18, 2026 PRIMARY ELECTION SEEKING VOTER APPROVAL ON A PROPOSED AMENDMENT TO THE CITY CHARTER PERTAINING TO THE SALE OR LONG-TERM LEASE OF CITY-OWNED PROPERTY CONTAINING RECREATIONAL BALLFIELDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE; FOR OTHER PURPOSES.

Lee Baggett, City Attorney, reviewed the Ordinance, noting it was requested by former Mayor Collins and stated the referendum requirements. He outlined the following three methods available to amend the City Charter; 1) an initiative by voters, 2) Charter Advisory Board that meets every 10 years (again in 2030), and 3) Commission can amend the Charter by referendum. Mr. Baggett stated that Florida Statute prohibits the use of a referendum for any type of development order. His opinion was that Charter amendment language should not include a single parcel of land, but should be more broad.

Commissioners' discussion included the change of language to address uses other than ballfields, the ten-year lease term, the current four (4) person Commission, and the timeframe to have the language ready for the ballot in August.

PUBLIC COMMENT:

1. Joseph Cooper - Stuart; Feels the City should slow down and look further into the ballparks and ensure that all players have access to these parks, and it is premature to push it to a referendum.
2. Will Laughlin - Stuart; Commented on the discussion of research, questioned the history of the ballfields.

City Attorney Baggett informed the Commission that this Ordinance does not have anything to do with the right to sell, and he reviewed the property background.

PUBLIC COMMENT CONTINUED:

3. Missy Harris - Stuart; Commented on a past meeting on this topic and asked that we not allow our parks to be developed.
4. Gwendalyne Hall Brinkley - Stuart; Commented that this process is moving too quickly, the citizens need additional information.

City Manager stated he can work with Martin County and believed a white paper/analysis could be done prior to the next meeting.

5. Mark Brechbill - Stuart; Commented on the history and referred to the RFP done, encouraged educating the community and feels the language the City Attorney is presenting is unworkable.
6. Robin Cartwright - Stuart; Recommended the motion be withdrawn and tabled until the next meeting, suggests an opportunity for a community discussion on what can and cannot be done on the property.

6:13 PM MOTION: Approve to move Ordinance 2553-2026 to Second Reading.
MOVED BY: Laura Giobbi
SECONDED BY: ---
MOTION DIED FOR LACK OF SECOND.

6:14 PM Mayor Reed passed the gavel to Commissioner Clarke.

6:15 PM MOTION: Approve to move Ordinance 2553-2026 to Second Reading.
MOVED BY: Sean Reed
SECONDED BY: Laura Giobbi
6:52 PM: Mayor Reed withdrew his motion.

6:52 PM MOTION: Motion to move to date certain on May 26th, giving City Manager time to do the white paper.
MOVED BY: Sean Reed
SECONDED BY: Laura Giobbi
VOTE: MOTION FAILED 2/2.
YES: Laura Giobbi, Sean Reed
NO: Eula Clarke, Campbell Rich

6:55 PM Commissioner Clarke passed the gavel back to Mayor Reed.

DISCUSSION AND DELIBERATION

17. GROUP III COMMISSIONER VACANCY DISCUSSION

City Attorney Baggett reviewed the following options:

- Do nothing and leave space open.
- Vote in a new Vice Mayor.
- Appoint a fifth (5th) Board Member.

Commissioner Giobbi would like to appoint a person to the Commission, then look at the opportunities to select a Vice Mayor.

Commissioner Clarke felt the Board did not need to bring in a fifth (5th) temporary Commissioner, prefers to wait until the seat is filled by an elected official.

7:03 PM MOTION: Appoint Commissioner Clarke as Vice Mayor.
MOVED BY: Campbell Rich
SECONDED BY: ----
MOTION DIED FOR LACK OF SECOND.

7:03 PM MOTION: Appoint Commissioner Rich as Vice Mayor.
MOVED BY: Eula Clarke
SECONDED BY: ---
MOTION DIED FOR LACK OF SECOND.

7:07 PM MOTION: Approve Commissioner Giobbi to serve on the Metropolitan Planning Organization (MPO).
MOVED BY: Laura Giobbi
SECONDED BY: Campbell Rich
Motion approved unanimously.

7:09 PM MOTION: Approve Commissioner Clarke to serve on the Stuart Main Street (SMS).
MOVED BY: Laura Giobbi
SECONDED BY: Campbell Rich
Motion approved unanimously.

Commissioners' discussed the vacancy of Group III seat on the Board, past practices, keeping it vacant until August election, how it affects the vote, and advisory board members being considered.

The Board consensus was to bring back discussion to next meeting.

ADJOURNMENT

7:20 PM

Mary R. Kindel, City Clerk **Sean Reed, Mayor**

Minutes to be approved at the Regular Commission Meeting this 26th day of May, 2026.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 5/26/2026 **Prepared by:** Peter Kunen

Title of Item:
BUDGET AMENDMENT # 2 — WATER RECLAMATION FACILITY (WRF) HEADWORKS EQUIPMENT PROCUREMENT (RC):

RESOLUTION No. 31-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING BUDGET AMENDMENT #2 FOR PROCUREMENT OF WATER RECLAMATION FACILITY (WRF) HEADWORKS EQUIPMENT; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:
SUMMARY

This item requests approval of a Budget Amendment for the procurement of replacement headworks equipment associated with the ongoing rehabilitation and reconstruction of the City's Water Reclamation Facility (WRF) headworks system.

During construction and inspection activities associated with the WRF Headworks Rehabilitation Project, severe corrosion and structural deterioration were identified within the existing headworks structure. As part of the reconstruction effort, replacement of the headworks screening and grit removal equipment is necessary.

The revised proposal from Environmental Equipment Services, LLC totals **$699,797.57** and includes:

- New mechanically cleaned bar screen system
- Grit removal system
- Screw classifier
- Electrical controls and associated startup/training services

BACKGROUND

The City's WRF headworks facility, originally constructed in 1955 and enclosed in 2010 for odor control purposes, has experienced extensive corrosion due to prolonged exposure to hydrogen sulfide and the highly corrosive operating environment.

During recent rehabilitation activities, direct inspection of the structure revealed significant deterioration requiring reconstruction and replacement of major process equipment.

The proposed equipment package includes:

- One (1) Headworks® MS2 Bar Screen in 316 stainless steel
- One (1) Smith & Loveless PISTA® OPTIFLOW™ Grit Chamber System
- Associated controls, grit pump, screw classifier, startup, and operator training services

PROCUREMENT & COST SAVINGS

Staff recommends that the City directly procure the equipment rather than purchasing through the construction contractor.

By directly purchasing the equipment:

- The City will avoid contractor markup costs
- The City will avoid sales tax expenditures associated with contractor procurement
- The City will maintain greater control over procurement timing and delivery coordination

This approach is anticipated to provide meaningful cost savings to the utility fund.

LEAD TIMES / URGENCY

The supplier has identified the following estimated lead times:

- Submittal data: 6–8 weeks after purchase order
- Equipment shipment: 32–34 weeks after approved submittals
- Field crew scheduling: 4–6 weeks

Due to the extended manufacturing lead times and current market conditions, staff recommends proceeding with procurement as soon as funding is available in order to avoid delays to the overall rehabilitation project.

Funding Source:
FISCAL IMPACT
Budget Amendment Amount

$699,797.57

Funding Source

- Water & Sewer Fund (Fund 410)
- Utility Reserves and/or CIP Reallocation

Recommended Action:
Approve Resolution No. 31-2026, adopting Budget Amendment # 2 in the amount of **$699,797.57** for procurement of WRF headworks equipment.

ATTACHMENTS:
1. R31-2026_Water Reclamation Facility Headworks Equipment Procurement
2. Stuart WWTP Headworks Rehab Proposal

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 31-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING BUDGET AMENDMENT #2 FOR PROCUREMENT OF WATER RECLAMATION FACILITY HEADWORKS EQUIPMENT; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Stuart owns and operates a Water Reclamation Facility (WRF) that is critical to the City's wastewater treatment system; and

WHEREAS, severe corrosion and deterioration were identified within the WRF headworks structure during rehabilitation activities; and

WHEREAS, replacement of headworks screening and grit removal equipment is necessary to support reconstruction of the facility and maintain reliable wastewater treatment operations; and

WHEREAS, the City has received a proposal from Environmental Equipment Services, LLC in the amount of **$699,797.57** for procurement of the required equipment; and

WHEREAS, direct procurement of the equipment by the City is anticipated to reduce project costs by avoiding contractor markup and sales tax expenditures; and

WHEREAS, the City Commission finds it to be in the best interest of the public health, safety, and welfare to approve Budget Amendment #2.

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

SECTION 1: The above-referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The Budget Amendment #2 in the amount of **$699,797.57** for procurement of Water Reclamation Facility headworks equipment is hereby approved.

SECTION 3: Funds are hereby appropriated from the Water & Sewer Fund and/or other appropriate utility funding sources identified by staff.

SECTION 4: The City Manager is authorized to execute any documents necessary to implement this procurement and Budget Amendment #2.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 6: This Resolution shall take effect immediately upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
SEAN REED, MAYOR				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
SEAN REED
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

"EXHIBIT A"

ENVIRONMENTAL EQUIPMENT SERVICES, LLC
SCOPE OF SUPPLY

May 11, 2026

To: City of Stuart WWTP

Attn: Paul Hitchcock
Re: S&L PISTA Retrofit and Headworks Screens
Quote#: 050526-JW1

*** Please see the equipment and services proposal listed below which shall be per Environmental Equipment Services, LLC (EES) terms and conditions of sale located at the end of this document. Please see Headworks and Smith and Loveless documentation attached at the end of the proposal***

Headworks Equipment Scope of Supply:

Qty (1) MS2 Bar Screen in 316ss
- Main control panel NEMA 4X and Local Panel NEMA 7
- Ultrasonic Level Sensor
- Chain roller in stainless steel
- 16.47 feet overall length
- 4mm bar spacing

Qty (1) Discharge Transition Chute
- 316 SS discharge transition chute from screen discharge to existing screenings floor connection
- Field welding of discharge transition chute included for 1 day onsite
- Welded 1" 316SS water flush connection included on transition chute (to be piped by contractor)

Headworks Services Scope of Supply:

The equipment manufacturer shall furnish a qualified field technician on site for installation inspection, start-up, and operator training for up to three (3) consecutive days during one (1) trip to the jobsite. The number of days and trips specified shall be included in the contract price.

Smith and Loveless Equipment Scope of Supply:

Qty (1) Smith & Loveless Model 12.0 PISTA OPTIFLOW™ GRIT CHAMBER™ complete system consisting of the vortex grit removal mechanism, grit pump, screw classifier and electrical controls as described below:

- Model 12.0 PISTA OPTIFLOW ™ GRIT CHAMBER™ suitable for installation in a concrete structure 12'-0" diameter x 5'-0" deep with a concentric 5'-0" diameter x 6'-8" deep grit well and concrete bridge – concrete structure by others. The belt drive mechanism driven by 1.5 HP, explosion-proof motor, 3 phase, 60 hertz, 480 V, 1760 RPM, spur gear final drive head, propeller, drive tube, PISTA® GRIT FLUIDIZER™ vane, PISTA OPTIFLOW ™ B exit baffle, removable grit well cover plates and accessories as described herein. All wetted parts shall be constructed of 316 stainless steel.
- 1.5" explosion-proof solenoid valve and manual isolation valve for flush water line
- Model 4B2J remote-mounted PISTA® TURBO GRIT PUMP™ capable of delivering 250 GPM driven by 10 HP, 1760 RPM, 3-phase, 60-hertz, 460-volts, explosion proof, premium efficiency motor.
- 4" actuated plug valve to be installed in the inlet pipe of the grit pump.
- Electrical panel to be PLC based system housed in a NEMA 4X 316 stainless steel enclosure.
- NEMA 7 Local Panel with Hand-Off-Auto selector switch & Estop push button for grit pump motor.
- NEMA 7 Local Panel with Hand-Off-Auto selector switch & Estop push button for screw conveyor motor.
- NEMA 7 Local Panel with Auto-Off selector switch for PISTA drive.
- Model 250 PISTA® GRIT CONCENTRATOR™ to be mounted over the dewatering equipment.
- PISTA® SCREW CLASSIFIER™ Model 12SW-CL fabricated of 316 stainless steel. Included is a 3-phase, 60-hertz, 460-volts, 0.5 HP, explosion-proof, premium efficiency motor, belt drive gear reducer,12" diameter screw, screw trough, solid cover, inlet hopper supported on legs to provide an incline of approximately 22°.

Smith and Loveless Services Scope of Supply:

Seller will provide four (4) days (one [1] trip) of supervision by a factory technician over initial operation, start-up of equipment, and operator training (if required). If additional days are required, Seller will furnish a factory supervisor for $1,100 per day including travel time plus actual travel expenses. Start-up includes technician onsite to work with cc controls for Scada/plc integration.

Your Total Cost for the Equipment and Services Listed Above, With No Sales Tax Included Is:

$699,797.57

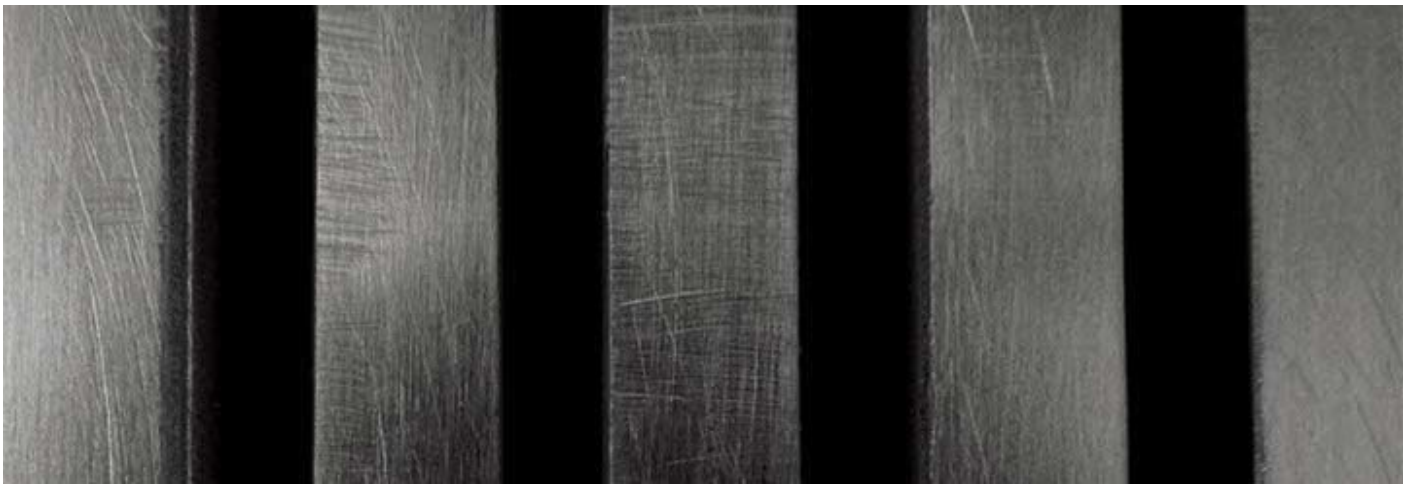
Notes: Quotation is only an estimate based on drawings, email correspondence. Any hardware not listed in the above sections are not included in the quoted price shown below. All interconnecting external piping, concrete work, conduit and wiring by others. Contractor to remove grout in the upper chamber to restore the floor to a flat condition. Additionally, contractor shall grout the inlet channel to provide a smooth transition into the upper chamber.

EES Terms and Conditions

1. We do not include sales tax, tools, toolboxes, lubricants, spare parts, control panels or any other items which are not specifically called out in this scope of supply.
2. Under no circumstances will EES, LLC or its suppliers be liable for any incidental, consequential, liquidated or late delivery damages whatsoever.
3. Payment terms are 30% net 30 days from submittal approval, 60% net 30 days from delivery of equipment listed herein, 10% retainage due net 30 days from installation with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit.
4. Pricing is based upon EES, LLC's Conditions of Sale. No other terms or conditions of sale will apply unless accepted in writing by an authorized member of the Company.
5. The following lead times are estimates only based on market conditions at the time of the proposal and are conditional on acts of force majeure outside of the company's control.
   - Submittal Data Available: 6-8 weeks after receipt of purchase order
   - Estimated Shipment of Equipment: 32-34 weeks after approved submittals
   - Estimated Time for scheduling field crews: 4-6 weeks

Jackson Wilson

Jackson Wilson, Sales Engineer
Environmental Equipment Services, LLC
C (786) 330-3219



Prepared for:

Stuart WWTP
FL
B-2021-00330 R7

Submitted by:

Headworks® Inc.

May 6, 2026



Statewide Historically Underutilized Business Program

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND NEITHER THIS DOCUMENT NOR SAID PROPRIETARY INFORMATION SHALL BE PUBLISHED, REPRODUCED, COPIED, DISCLOSED, OR USED FOR ANY PURPOSE OTHER THAN CONSIDERATION OF THIS PROPOSAL, WITHOUT THE WRITTEN APPROVAL OF HEADWORKS INC.

Project Name:	Stuart WWTP
State/Country:	FL
Rep.Company:	EES Florida
Offer:	B-2021-00330 R7
Date Offer:	5/6/2026
	V3.4

Budget Offer # B-2021-00330 R7
Stuart WWTP

Thank you for your request for a screen and screenings handling package proposal. Headworks is pleased to offer you the Headworks MS Series Bar Screen Model MS2H and Headworks Transpactor Shaftless Spiral Conveyor/Compactor for this project.

The Headworks® Bar Screen Model MS2H™ design offers the following features:



- Stainless Steel Construction - for corrosion resistance
- Low Profile - requires less than 8 feet of head space
- Low Headloss - even with 1/4 inch openings
- High Hydraulic Capacity - about 2 MGD per ft^2 of screen area
- Electronically Controlled Automatic Reverse - to remove obstructions
- Lower Sprockets in-lieu of lower turnarounds

Enclosed are our Suggested Design Specifications, Budget Offer, Scope of Supply, and General Terms and Conditions, which complete the offer. If you have any questions or comments, please do not hesitate to contact our local Sales Representative, or our office.

Best regards,

Brandon Childs
Headworks Inc.
Inside Sales Engineer

HUB
Statewide Historically Underutilized Business Program

Project Name:	Stuart WWTP
State/Country:	FL
Rep.Company:	EES Florida
Offer:	B-2021-00330 R7
Date Offer:	5/6/2026
	V3.4

Sales Representative:
Jackson Wilson

122 E. Main St, #230
Lakeland, FL 33801
+1 786 330 3219

Project Summary:

Equipment	Item	Units	US $
Bar Screen MS2H	1		
TOTAL PROJECT COSTS			

Project Name: Stuart WWTP
State/Country: FL
Rep.Company: EES Florida
Offer: B-2021-00330 R7
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Item:	1
Type of Product	**Bar Screen MS2H**

Project Name:	Stuart WWTP	
Offer Number	B-2021-00330 R7	
Item Number:	1	
No. of Screens	1	
Screen Data	**Feet**	**Meter**
SOL Screen Overall Length (approx.)	16.47	5.02
OF Operating Floor to Channel Invert	3.33	1.02
CD Channel Depth	3.33	1.02
CW Channel Width	2.67	0.81
SW Screen Total Width (approx.)	2.50	0.76
SFW Screen Field Width (approx.)	1.68	0.51
WD Water Depth	2.67	0.81
DH Discharge Height	9.50	2.90
SFH Screen Field Height	3.33	1.01
BS Bar spacing in Inch/mm	0.16 inch	4.00 mm
Wall Recess	NO	
Floor Recess	NO	
Screen grouted when in recess	NO	
# of sections/pieces	1	
Material	SS 316	
Chain Roller Type	Stainless	
Top Enclosed	Yes	
Installation Angle (Degree)	75 deg	
Weight [lb,kg] (per screen)	2906 lb	1318 kg
Pull Out Type	Yes	
Pivot Type	NO	
Q max. Specified	4.50 mgd	0.20 m3/s
Q max. (v-Ch. = 3'/s) [mgd,m3/s]	6.71 mgd	0.31 m3/s
Q max. (v-Ch. = 2'/s) [mgd,m3/s]	4.47 mgd	0.21 m3/s
Headloss at 2'/sec channel velocity	9.81 inch	24.93 cm
Headloss at 3'/sec channel velocity	12.08 inch	30.69 cm

Screen Scope of Supply	Supplied
Headworks Bar Screen MS2H	YES
Spare Parts	NO
Control Panel (Main NEMA 4X & Local NEMA 7)	YES
Ultrasonic Level Sensor	YES
Interconnecting Wiring	NO
Training (O&M)	YES

Project Name:	Stuart WWTP
State/Country:	FL
Rep.Company:	EES Florida
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GENERAL TERMS AND CONDITIONS

Applicable Terms

These terms govern the purchase and sale of the equipment and related services. If any (collectively, "Equipment") referred to in Seller's quotation, proposal or acknowledgement, as the case may be (Seller's "Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms documents.

Pricing

The price of the Equipment is based upon the following conditions:

20% Upon Approval of Submittals
75% due net 30 days from date of equipment shipment
5% Retainage due net 30 days from date of Start-Up, but no later than 180 days from shipment

Pricing is based on receipt of a Purchase Order within 60 days from the date of this Offer and shipment of the equipment not later than 12 months from the date of this Offer. In the event Buyer cannot take the equipment within the stipulated time, the price will escalate 0.5% per month thereafter. All storage costs are for the account of the Buyer.

These terms are independent of and not contingent upon the time and manner in which the purchaser receives payment from the site owner or any other person. Acceptance of order subject to credit approval. All monies not paid when due shall bear interest from the due date to the date paid either (i) at the fluctuating rate of 3% above the Prime Rate as defined below or (ii) the highest rate allowed by law, whichever is lesser. "Prime Rate" is the prime rate in effect on the first business day of the month in which a change occurs, as published in the Wall Street Journal on the next business day.

Payment

Invoices must be paid by ACH or Wire. Checks are not accepted.
In accordance with ACH best practices, please be sure to confirm transfer details with a member of Headworks' accounting team via telephone prior to setting up any new Headworks bank account.

Validity of Quotation:

60 days from date of offer.

Unless specifically stated in our Offer, this quote is only valid for the listed quantities. If different quantities are desired please inform Inside Sales before issuing a PO as pricing may differ.

Prices are valid at the time of submission; however, they do not take into account possible impacts of tariffs. Pricing is subject to revision and no purchase order will be accepted until pricing is reviewed and confirmed. We appreciate your patience and understanding as we monitor this situation and work to confirm and mitigate the effects of tariffs on pricing with our vendors.

Bonds:

Unless specifically stated in our Offer, No Performance Bonds, Payment Bonds, Supply Bonds, Maintenance or any other type of Bonds and any related expenses are included. Any acceptance to provide Bonds will only be considered prior to the Offer.

Ownership of Material

All devises, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's properties. Seller grants Buyer a non-exclusive, non transferable license to use any such material solely for Buyer's use of the equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

Project Name:	Stuart WWTP
State/Country:	FL
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Date Offer:	5/6/2026
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Changes
Seller shall not implement any changes in the scope of work described in Seller's documentation unless Buyer and Seller agree in writing to the details of the changes and any resulting price, schedule, or contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.

Stainless Steel Price Increases:
All Orders accepted, are subject to the following terms:

Headworks® Inc. reserves the right to adjust the price of the equipment based on increases in the price of stainless steel. This increase would be based on stainless steel price increases (including surcharges) as published monthly in the U.S. with the base price being that price (including surcharges, if any) published on the date of this offer. Such price increase only affects the cost of the stainless steel material portion of the affected equipment. Regardless of anything stated elsewhere, an increase in costs of manufacture due to tariffs shall be passed on directly to Buyer regardless of the material or component.

Force Majeure
“Force Majeure” shall mean any act or event which is outside the reasonable control of a party including, without prejudice to the foregoing generality, Acts of God, epidemics, tidal waves, explosions, lightning, earthquakes, hurricanes, wars (whether declared or not), riots, strikes and industrial actions (other than among the employees of party seeking to rely on such event, or its subcontractor), civil and military disturbances and unrest, acts of the public enemy, action or inaction of the government or governmental authorities or of representatives thereof. If Headworks is prevented from or delayed in performing its obligations as a result of Force Majeure, such prevention or delay shall not be considered a breach of the Agreement, but shall for the duration of such event relieve Headworks of its respective obligations thereunder.

Freight Terms
Equipment is sold FOB point of manufacture with freight included in the above price to the nearest specified destination, provided suitable access roads exist for the delivery carrier(s).

Shipment Schedule
16 - 20 weeks ex works after receipt of approved submittal drawings.

Start-Up and Operator Training
1 trip of up to 3 consecutive days included, per Screen.

Submittals
Technical submittal drawings for review, authority examination and approval shall be furnished to the buyer within 3 - 4 weeks of order acceptance. The buyer shall approve the submittals within 4 weeks from receipt.

Taxes
Federal, state and local taxes, if any, are not included in the above prices. All applicable taxes are for the purchaser's account.

Patent Protection
Various Headworks equipment contain proprietary information covered by a number of patents and patents pending in the USA and in many international countries. For a full list of the approved patents, please contact Headworks Inc. Legal department in Houston, Texas.

Project Name:	Stuart WWTP
State/Country:	FL
Rep.Company:	EES Florida
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Headworks® Bar Screen Warranty:

The seller warrants all equipment of its own manufacture to be free of defects caused by faulty material or workmanship for a period of eighteen (18) months from date of shipment or twelve (12) months from date of start-up, whichever first occurs. Headworks will replace or repair any part or parts which upon examination shall show to have failed under normal use and service by the original user within the warranty period. In the event that defects develop during the warranty period, under normal and proper use, Headworks is to be notified promptly and with their consent the products are to be returned to Headworks F.O.B. Headworks factory at Buyer's expense. In the case of components purchased by Headworks and incorporated into the equipment, such as Electrical Controls, Instrumentation, Electrical Motors, Gear Reducers and related items, Headworks warranty is limited to the individual manufacturer's warranty for that component, usually one year. This warranty does not apply to equipment or parts thereof which have been altered or repaired other than by a representative of Headworks, or damaged by improper installation, application, erosion or corrosion of any sort, or subjected to misuse, abuse, neglect or accident.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY HEADWORKS AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. HEADWORKS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT. HEADWORKS SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON NOR ANY CLAIM THAT ITS EQUIPMENT WAS NEGLIGENTLY DESIGNED OR MANUFACTURED.

Project Name:	Stuart WWTP
State/Country:	FL
Rep.Company:	EES Florida
Offer:	B-2021-00330 R7
Date Offer:	5/6/2026
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Termination

Buyer may at any time terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, including without limitations any and all engineering work completed in submittal preparation, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Seller's suppliers or subcontractors which Seller could reasonably have avoided. Buyer will make no payments for finished work, work in process, or raw material fabricated or procured by the Seller in excess of any order or release.

Dispute Clause

Any claim, dispute or other matter in question between Supplier and Owner, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Supplier's and Owner's designated representatives for the applicable Purchase Order. Supplier and Owner each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated representatives for the applicable Purchase Order, no later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Supplier and Owner shall attempt to resolve the matter.

If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator and a mediation location that are mutually acceptable.

If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file suit in a court of competent jurisdiction in the county of the state in which the Work Site is located. If a Purchase Order required Work to be performed at more than one Work Site in more than one state, the exclusive venue for suit shall be a court of competent jurisdiction in Harris County, TX.

Presence of High Grit Levels, Stones and Rocks

The presence of high levels of Grit, Stones and/or Rocks that can impair the normal operation of Headworks' products, develop premature wear and/or cause damage to it's products is not covered under the Headworks Inc. Standard Warranties unless strictly expressed in writing. This policy is in effect for the Bar Screen, Perforator™, Eliminator™, Spiralman™, Transporter™, Transpactor™, & Screwpactor™.

Limitation of Liability

In no event shall Seller be liable for anticipated profits or for incidental or consequential damages. Seller's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services which gives rise to the claim. Seller shall not be liable for penalties of any description. Any action resulting from any breach on the part of Seller as to the goods or services delivered hereunder must be commenced within one (1) year after the cause of action has accrued.

Notes & Clarifications

1. Anchor bolts and epoxy are not included in Headworks® Inc. Scope of Supply. Headworks® Inc. does not have any knowledge of the Concrete Design, existing or future. Headworks® Inc. will include in its Project Submittal the Anchor bolt locations and loads in the submittal for the design and supply of Anchor Bolts by others. No Seismic Calculations are included, if required. No PE Stamps are included, if required. No Vibration/Sound Testing is included, if required.

2. Prices are valid at the time of submission; however, they do not take into account possible impacts of tariffs. Pricing is subject to revision, and no purchase order will be accepted until pricing is reviewed and confirmed. We appreciate your patience and understanding as we monitor this situation and work to confirm and mitigate the effects of tariffs on pricing with our vendors.

3. Headworks has not considered any Domestic Preference requirements in generating this proposal. If any are required, Contractor to advise specific reference for Headworks' review and adjustment to the proposal.

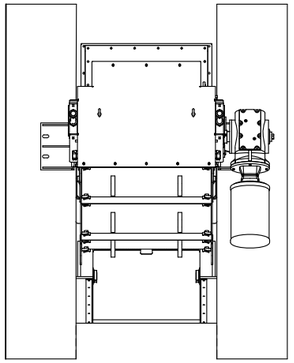
4. All Stainless-Steel material purchased will be provided to Headworks Inc. pickled and passivated at the mill. Our offer is based on Headworks Inc. standard material finish where all stainless-steel surfaces shall be glass Bead Blasted prior to equipment assembly. The Bead Blast shall remove all weld discoloration and surface contaminants and provide for Spontaneous Passivation as recognized in ASTM A380, Cleaning, Descaling, and Passivation of Stainless-Steel Parts, Equipment, and Systems, 1. Scope, 1.1.1.1.
   All purchased components such as motors, reducers, valves, switches, etc. that are not Stainless Steel shall be supplied with the manufacturers' standard coating / finish.

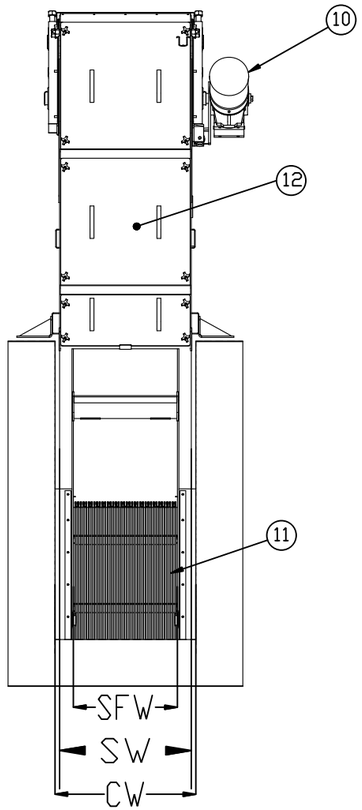
5. Our offer is based on the Headworks Inc. standard design, standard control panel, material thicknesses, and features as detailed in the attached specification(s).

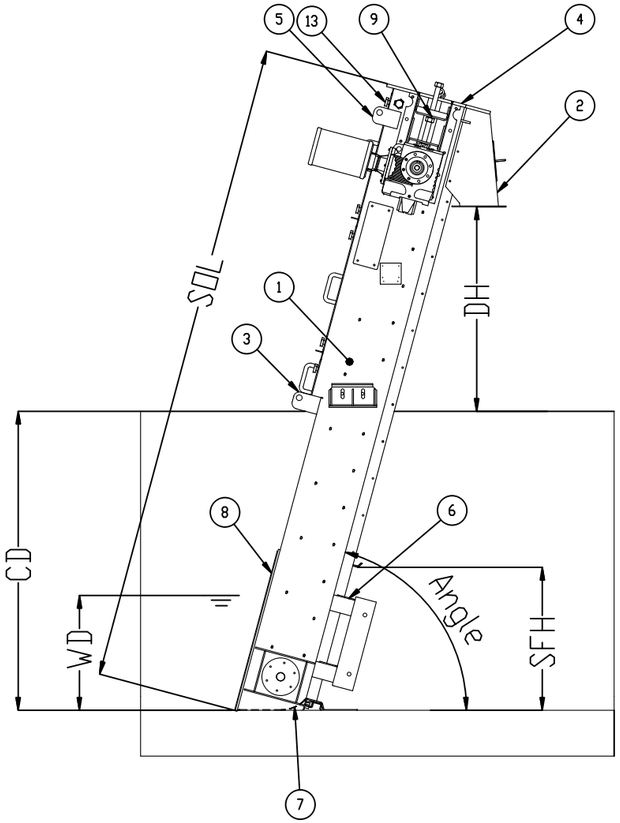
6. Please note that Headworks Equipment will be delivered under Tarp by the Equipment Carrier. Shrink wrap is not used as it can easily heat up under the sun if left out for storage purposes, this can cause it to stick to the equipment/covers when trying to remove it. Shrink wrapping the equipment also does not allow a recipient to view any damage that might occur via transit while taking it off a truck until an installation instead of right after delivery. When being stored outside Headworks recommends tarping or covering it.

7. Our budget offer does not include any spare parts, if required.

Item No.	Part	Material
1	Side Frame	304/316 SS
2	Discharge Chute	304/316 SS
3	Floor Channel	304/316 SS
4	Top Cover	304/316 SS
5	Lifting Pad	304/316 SS
6	Screenfield Support	304/316 SS
7	Sole Plate	304/316 SS
8	Seal	BUNA N
9	Chain Adjuster	304/316 SS
10	Reducer & Motor	CAST IRON
11	Taper Bar (Removeable)	304/316 SS
12	Screen Covers	POLYCARBONATE/SS
13	Cover Knobs	PLASTIC







SCREEN FIELD WIDTH .....SFW
SREEN FRAME WIDTH.....SW
CHANNEL DEPTH.....CD
CHANNEL WIDTH.....CW
DISCHARGE HEIGHT.....DH
SCREEN FIELD HEIGHT.....SFH
SCREEN OVERALL LENGTH.....SOL
WATER DEPTH.....WD

Rev	DESCRIPTION	NAME	DATE
0	FOR INFORMATION ONLY		

CHECKED BY: DATE:
DRAWN BY: DATE:

SCALE: 1:40
PROJ. NO:
PLANT:
LOCATION:

MS SERIES BAR SCREEN
MODEL MS2
TEMPLATE DRAWING

Rev: 0
Sht: 1 of 1
No. 12
Yr. 14

Headworks Inc.
11000 Brittmoore Park Dr.
Houston, Texas 77041

Suggested Specification for a Headworks® Bar Screen Type MS2
Revised August 2025

NOTICE: The following specification is written for Grade 316 stainless steel. Changes are required for Grade 304 stainless steel.

MECHANICALLY CLEANED HEADWORKS® BAR SCREEN TYPE MS2

PART 1 – GENERAL

1.01 DESCRIPTION

Furnish, install, and test mechanically cleaned screening equipment.

1.02 SYSTEM

a. Screen shall remove solids from raw wastewater.
b. Screenings shall be mechanically raised on screen to the debris plate and automatically discharged as indicated on the plans or specified herein.

1.03 QUALITY ASSURANCE

a. All materials shall be new, of high grade, and with properties best suited to the working environment.
b. Manufacturer shall be successful in the experience of manufacture, operation, and servicing of equipment of type, size, quality, performance, and reliability equal to that specified. The manufacturer shall submit evidence of experience having supplied at least twenty-five (25) installations of similar type and size in the USA that have been in successful operation for at least five (5) years.

1.04 SUBMITTAL

a. The manufacturer shall submit a general arrangement drawing that illustrates the layout of the equipment and principle dimensions, and other related data including descriptive literature, electrical control drawings, and catalog cut sheets for individual components and drive motor data.
b. The manufacturer shall submit the location of the nearest permanent service headquarters of the screen and motor manufacturer for the screen and motor submitted.
c. The manufacturer shall submit operating instructions with descriptive literature indicating materials of construction, weights, principle dimensions, and other important details.
d. The manufacturer shall submit evidence of experience in the form of a current installation list.

1.05 DELIVERY, STORAGE, & HANDLING

a. Shipping
    i. Ship equipment, material, and spare parts complete except where partial disassembly is required by transportation regulations, for protection of components, or for installation requirements.
    ii. Pack spare parts in containers bearing labels which clearly designate contents and pieces of equipment for which they are intended.

b. Receiving
    i. Contractor shall store and safeguard equipment, material, and spare parts.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

a. Screen shall be the Headworks® Bar Screen Type MS2 as manufactured by Headworks Inc. or pre-qualified equal. All pre-qualification proposals must be submitted to the owner's representative a minimum of fourteen (14) days prior to bid opening. Any pre-qualification proposal failing to meet that deadline will not be considered. Pre-qualification package shall include, but not be limited to, the following:
    i. Complete set of dimensional drawings with descriptive information
    ii. Process equipment electrical requirements with schematic diagrams
    iii. Control panel layout diagram with details on related components
    iv. Detailed list of deviations from contract documents and specifications

2.02 PROVISIONS

a. Screen shall be mechanically cleaned. Incline of bar screen shall be _____ degrees from vertical. *(The range is from zero (0°) to fifteen (15°) degrees)*
b. Rakes shall approach channel invert from upstream side of screen and rake upward at upstream face with tines between the bars.
c. Neoprene side seals shall seal the screen to the channel walls.
d. Screenings shall be discharged on the downstream side of the screen to a_____.
e. Framework of screen shall be constructed of Grade 316 stainless steel with cross section of minimum thickness 3/16". Various parts fastened by welding or bolting shall be braced as necessary to ensure a rigid structure. The side frames shall be minimum 3/16" formed to a channel profile. The bottom thickness shall be a minimum of 3/16". The frame shall have support beams with U-profile thickness of 3/16" on the front above the maximum water line.
f. The screen frame shall be supplied in one piece, requiring no field assembly.
    Optional. For indoor installations with height restrictions, the screen shall be supplied in flanged subassemblies complete with installed drive chains and rake bar. The flanged subassemblies shall be bolted together onsite during installation.
g. The drive mechanism for the rakes shall incorporate a solid shaft constructed of Grade 316 stainless steel.
h. Bolts and nuts shall be of Grade 316 stainless steel or other acceptable corrosion-resistant material. Anchor bolts shall be Grade 316 stainless steel and furnished by the installing contractor.
i. The screen field shall consist of continuous bars of Grade 316 stainless steel with a trapezoidal cross-section. The dimensions of the bars are .31" x .15" x 1.57" (8mm x 4mm x 40mm) **OR** .47" x .23" x 1.97" (12mm x 6mm x 50mm) for bar spacing >3/8" (10mm).
j. Round, teardrop, or rectangular bars shall not be used.
k. The screen field shall be supported from framework. The screen bars shall be individually replaceable without any welding or cutting. Bars that are welded to the framework or

welded into sub-assemblies shall not be allowed. Replacement screen bars shall be available from the screen manufacturer.

l. Bars shall be fastened to a debris plate that extends to the point of discharge. Bars shall extend a minimum of 8" (200mm) above the maximum water level, but not to exceed top of channel.

m. The screen field shall be accurately constructed to give a clear opening of ____ inches (____mm) between the bars. There shall be no space wider than the opening between the bars which would permit passage of larger solids through the screen.

n. Debris plate of Grade 316 stainless steel plate (thickness is minimum 3/16") shall extend to the point of discharge. Debris plate shall be true and flat such that a close clearance between the raking tines and the plate can be maintained during the cleaning cycle. The debris plate shall be constructed to ensure a minimum and maximum gap between rake bar and debris plate, leading to the discharge chute without interruption.

o. Screenings transported to the top of the screen shall be discharged positively by means of a scraper mechanism to the discharge chute. A scraper blade made of a synthetic material shall be provided on the scraper mechanism.

p. The raking tines shall have the tooth profile precision cut from a sufficient thickness and depth to ensure adequate stiffness and strength to cope with the specified duty cycle. The rakes shall run in guides on both sides to ensure engagement and clean the bars from the upstream side of the screen. The rakes shall be fabricated from Grade 316 stainless steel. The rake material thickness shall be as follows:

Thickness of rake bar	3/8 inch
Reinforcement profile	1/4 inch
Side plates	3/8 inch

q. The rake capacity shall be as follows:

Capacity/Rake Bar: 0.074 ft^3/ft Screen Field Width (SFW)

Total Screen Capacity at approx. 10 second cleaning interval (ft^3/h)

_____ = 0.074 ft^3 x SFW (ft) x 360

Total Screen Capacity at approx. 5-second cleaning interval (ft^3/h)

_____ = 0.074 ft^3 x SFW (ft) x 720

r. Rakes shall have a shovel shape to prevent screenings from falling back to the channel. Flat rakes without this feature are not permitted.

s. Rake tines shall penetrate into the screen bar spacing to ensure that screenings are completely cleared during each lifting operation. Rake tines are mechanically engaged into the screen bars. During each cleaning stroke, the raking tines shall engage into the bottom of the bar screen grids at the channel invert.

t. Drive chains, chain guides, chain sprockets, bearings, and shafts shall be fully replaceable without having to remove the screen from the channel.

u. The upper sprocket shall be made of Grade 316 stainless steel. The upper sprocket shall have a 125mm pitch and a tooth width of minimum 27mm. No split sprockets shall be used.

v. Upper bearings shall be UCFX Type or equal; housed bearings are grease-lubricated and mounted to the take-up frame assembly. No bearings shall be submerged in the waste stream

w. The lower turn guide shall measure:

Pitch	4.92”
Disk Width	0.875”
Outer Diameter	10.695”
Inner Diameter	9.195”

x. Chains shall be heavy duty roller type with a minimum weight of 6 lbs./ft. Chain Side Bars and Chain Rollers shall be heavy duty and manufactured of Grade 316 stainless steel of high tensile strength and resistant to corrosion.
   i. Chain Pins shall be 17-4 PH Stainless Steel.
   ii. Chain Bushings shall be 420 Stainless Steel.
   iii. The average ultimate strength of the chain shall be minimum 31,000 pound-force.

y. Chain guides shall be securely fixed to the screen frame for the full height of travel and shall not protrude into the flow. The type of chain guide, thickness of material, and size is an L-profile, 2.5"/1.3125"/0.1875" (upper) and 2.687”/1.5”/0.1875” (lower), material Grade 316 stainless steel. Replaceable wear strips on chain guides located below the water level shall not be allowed.

z. The drive motor shall be maximum 3 HP. The motor shall be an inverter duty rated motor with a 1.0 service factor, rated for continuous duty. The motor shall be controlled by a VFD (variable frequency drive), rated for continuous operation. Enclosure shall be rated applicable for the specific installation environment. The drive unit, including the reduction gearbox, shall be directly shaft mounted and shall be positioned to facilitate maintenance work.

aa. A VFD and a PLC (programmable logic controller) shall be provided. VFD shall have solid state overload integral. On meeting a blockage, the device shall be able to automatically reverse the direction of travel of the raking mechanism for an adjustable distance and revert to the forward motion to try to clear the blockage. This reversing action can occur a maximum of three times for any one obstruction. The device shall reset automatically if the blockage causing the initial overload condition is cleared; should the blockage remain upon the completion of the fourth attempt, the screen shall be tripped and an alarm generated. The reverse function shall operate the screen in reverse at the low speed.

bb. The raking mechanism shall be capable of two cleaning speeds. Normal speed shall have an approximate ten second cleaning interval and high speed shall have an approximate five second cleaning interval. Screens which do not meet these performance criteria will not be considered.

cc. A discharge chute (thickness is minimum 3/16”) shall be provided for each screen to divert screenings discharged from the screen to a _____. The discharge chute shall be made of Grade 316 stainless steel. The discharge chute shall be mounted at an angle of 30 degrees. Panels are positioned on both sides to protect from splashing.

dd. Covers, which are easily removable, shall be provided for easy maintenance. Covers shall be constructed of clear, impact-resistant polycarbonate material (thickness is minimum 1/4") to allow for visual observation during screen operation. Polycarbonate covers shall have reinforced plastic pull handles. Polycarbonate covers shall be held in place with threaded plastic hand knobs. Stainless steel covers shall not be used.

ee. Top enclosed: The discharge chute and top of screen shall be fully enclosed. The top of the frame shall be covered with a minimum 11 gauge Grade 316 stainless steel cover, bolted to the front and back of the screen frame. The sides of the top cover shall be bent to overlap the side frames. The rear cover shall be made of 1/4" clear, impact resistant, polycarbonate to allow for visual inspection during screen operation. The polycarbonate cover shall be held in place with threaded plastic hand knobs.

ff. **Optional.** Heat tracing: The debris plate shall be heat traced, insulated, and jacketed above the maximum water level or the base of the debris plate, whichever is higher, up to the top of the debris plate where screenings are discharged and down to the base of the discharge chute. Heat tracing shall be suitable for Class ___, Division ___ areas. Insulation shall be approximately 1" thick. Jacketing shall be of Grade 316 stainless steel material. The surface where heat tracing is installed shall be energized by a thermostat that turns on the heat tracing when the outside air temperature reaches 40 degrees Fahrenheit. Heat cable shall extend outside the pan for field termination.

gg. **Optional.** Pivot device: The screen shall be equipped with a pivot stand that allows the screen to pivot for maintenance purposes. The lifting is achieved by means of cables mounted on the lifting eyes on the lower end of the screen. The lifting device is not included in the scope of supply.

hh. **(MS2H)** Lower Sprocket in-lieu of lower turn guide: The lower sprocket shall be made of Grade 316 stainless steel. The lower sprocket shall have a tooth width of minimum 27mm, and a bore of 70mm. Split sprockets shall not be used. Bearings for lower submerged sprockets shall be of proven self-lubricating Polyethylene material and be maintenance-free. A ceramic type of collar shall be bonded onto the stub shaft. No metallic lower bearings or bushing shall be allowed. No lower bearing requiring lubrication shall be allowed.

ii. **Optional.** The Screen Manufacturer shall provide a monitoring system that senses misalignment, loose components, loose drive chain, binding components, irregular wear and tear on components and other anomalies that require operators and maintenance staff notice that preventive maintenance and/or repairs may be necessary. The monitoring system shall include an adjustable sensitivity that is programmed for the individual Bar Screen and provides an alarm output that notifies the operator or maintenance staff of the need for inspection, maintenance and possible repairs that may be necessary. This alarm can be local at the equipment through a audible and/or visual alarm and can be monitored by the Plant SCADA System. The monitoring system shall be incorporated into the Screen Manufacturer's Control System.

2.03 SEQUENCE OF OPERATION – Dual Speed Operation

Main Panel *On/Off*	**Local Panel** *Hand/Off/Auto* *&* *Fwd/Off/Rev*	**Result**	**Action when Blockage occurs**	**Comments**
On	*Auto* *&* *Any Position*	Screen starts in LSP when the rising water differential reaches set level (Level 1).	Screen performs cleaning shuttle up to 4 times. If unsuccessful, screen stops and initiates alarm contact.	LSP - Low Speed Mode (approx. 10-second cleaning interval)
On	*Auto* *&* *Any Position*	Screen starts in HSP when the rising water differential reaches set level (Level 2.)	Screen performs cleaning shuttle up to 4 times. If unsuccessful, screen stops and initiates alarm contact.	HSP – High Speed Mode (approx. 5 second cleaning interval)
On	*Auto* *&* *Any Position*	Exercise Cycle	Screen performs cleaning shuttle up to 4 times. If no success, screen stops and initiates alarm signal.	X min in LSP, every Y min. (X & Y are Operator adjustable)
On	*Hand* *&* *Forward*	Screen operates forward in LSP.	Screen stops immediately. No cleaning shuttle.	
On	*Hand* *&* *Reverse*	Screen operates in reverse in LSP.	Screen stops immediately. No cleaning shuttle.	
On	*E-Stop Engaged*	Screen stops immediately.	N/A	
On	*Off* *&* *Any Position*	Screen will not operate.	N/A	
On	*Hand* *&* *Off*	Screen will not operate.	N/A	
Off	*Any Position* *&* *Any Position*	Screen will not operate.	N/A	

2.04 BAR SCREEN CONTROLS

a. A bar screen main control panel shall be furnished, completely pre-wired and tested, requiring only wall mounting and connection to interconnecting wiring in the field by an electrical contractor. The control panel shall include all equipment required to control one or more bar screen(s) as specified herein. The control panel shall bear a serialized UL 508, UL 698A, or cUL label when applicable and shall be manufactured by a CSIA certified panel shop. The panel shall be located in a non-classified area where no corrosive gases are present.

b. The control panel enclosure shall be sized as required to house equipment and shall be suitable for wall mounting or mounting to strut-type supports. The enclosure shall be rated NEMA 4X Grade 304 stainless steel.

c. Each bar screen motor shall be controlled by a ABB ACS 500 Series VFD with an internal swinging choke, sized as required for bar screen motor horsepower and suitable for use with variable torque loads. VFD shall include discrete and analog input and outputs as required by control panel manufacturer. No bypass starters will be required.

d. The VFD(s) shall be controlled by an Allen Bradley Micro850 Series PLC with necessary extended I/O. The PLC shall be used to control the VFD to operate the screen at two (2) speeds and through the automatic reversing/cleaning shuttle sequence. The PLC shall include discrete and analog inputs and outputs as required.

e. Each screen shall be controlled in synchronization with ultrasonic level sensors. Upon reaching a predetermined differential set point the screen shall begin operation in low speed and shall shut down after a predetermined time if the differential level is less than the predetermined set point. Upon reaching a second, higher predetermined differential set point, the screen shall operate in high speed.

f. When an overcurrent is detected, the screen shall automatically stop and run in reverse for a predetermined time. The screen shall then stop and return to forward. If the cause of the overload is cleared, the screen shall automatically reset to normal operation. If an overload is again detected, the reversing cycle is repeated up to four (4) times prior to initiating an alarm contact. The use of clutches, friction disks, or similar devices for overload protection are not acceptable.

g. The control panel shall have an OIT (Operator Interface Terminal) to allow adjustment of counter values, timers, and level set points without connecting to the PLC. The OIT shall be rated NEMA 4X and provide fault and operational information.

h. Door mounted NEMA 4X indicating lights shall be provided to indicate running and alarm status of the bar screen. Legend plates and a door mounted alarm reset push button shall also be provided.

i. Local control station(s) shall be provided at the bar screen(s) and shall be fitted a push button emergency stop switch, a Hand-Off-Auto switch, and a Forward-Off-Reverse switch. The local control station enclosure(s) shall be rated NEMA 7.

2.05 SPARE PARTS (Optional)

a. The following minimum recommended spare parts shall be provided for mechanically cleaned screens:
   i. One (1) set of scraper arm wear pads
   ii. One (1) five-foot chain segment
   iii. Two (2) rake bars

2.06 DESIGN DATA

a.	Quantity of Bar Screens	____ each
b.	Channel Depth	____ feet
c.	Channel Invert to Operating Floor	____ feet
d.	Channel Width	____ feet
e.	Discharge Height above Floor Level	____ feet
f.	Maximum Water Depth	____ feet
g.	Bar Spacing	____ inch
h.	Screen Field Width	____ feet
i.	Maximum Design Flow per Bar Screen	____ MGD
j.	Screen Incline from Vertical	____ degrees
k.	Screen shall be installed in a floor recess	Yes/No
l.	Screen shall be installed in a wall recess	Yes/No
m.	Screen shall be pivot type	Yes/No
n.	Screen shall be enclosed on top	Yes/No
o.	Screen Location	Indoor/Outdoor

2.07 SURFACE FINISHES AND COATINGS

a. After all fabrication and welding has been completed, all stainless steel surfaces shall be glass bead blasted prior to equipment assembly. The bead blast shall remove all weld discoloration and surface contaminants and provide for spontaneous passivation as recognized in ASTM A380.
b. All purchased components such as motors, reducers, valves, switches, etc. shall be supplied with the manufacturer's standard finish.

PART 3 – EXCECUTION

3.01 INSTALLATION

Equipment shall be installed in strict conformance with manufacturer's recommendations.

3.02 MANUFACTURER'S SERVICES

The equipment manufacturer shall furnish a qualified field technician on site for installation inspection, start-up, and operator training for up to three (3) consecutive days during one (1) trip to the jobsite. The number of days and trips specified shall be included in the contract price.

END OF SECTION

Smith & Loveless, Inc.
14040 Santa Fe Trail Drive
Lenexa, Kansas 66215
913/888-5201

Name and Address:

Quotation Date: 5/4/2026
Inquiry Number: 38224
Engineer:
Job Location: Stuart, FL

Smith & Loveless, Inc., having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment subject to all of the provisions set forth in this Sales Agreement. ***The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.***

SMITH & LOVELESS®, INC. is pleased to offer our quotation for the following:

GRIT REMOVAL EQUIPMENT

ONE Smith & Loveless Model 12.0 **PISTA® OPTIFLOW™ GRIT CHAMBER™** complete system consisting of the vortex grit removal mechanism, grit pump, screw classifier and electrical controls as described below:

The **PISTA® GRIT CHAMBER™** system will include the following:

ONE Model 12.0 **PISTA® OPTIFLOW ™ GRIT CHAMBER™** suitable for installation in a concrete structure 12'-0" diameter x 5'-0" deep with a concentric 5'-0" diameter x 6'-8" deep grit well and concrete bridge – concrete structure by others. The belt drive mechanism driven by 1.5 HP, explosion-proof motor, 3 phase, 60 hertz, 480 V, 1760 RPM, spur gear final drive head, propeller, drive tube, **PISTA® GRIT FLUIDIZER™** vane, **PISTA® OPTIFLOW ™ B** exit baffle, removable grit well cover plates and accessories as described herein. All wetted parts shall be constructed of 316 stainless steel.

ONE 1.5" explosion-proof solenoid valve and manual isolation valve for flush water line

ONE Model 4B2J remote-mounted **PISTA® TURBO GRIT PUMP™** capable of delivering 250 GPM driven by 10 HP, 1760 RPM, 3-phase, 60-hertz, 460-volts, explosion proof, premium efficiency motor.

ONE 4" actuated plug valve to be installed in the inlet pipe of the grit pump.

ONE Electrical panel PLC based housed in a NEMA 4X 316 stainless steel enclosure.

ONE NEMA 7 Local Panel with Hand-Off-Auto selector switch & Estop push button for grit pump motor.

ONE NEMA 7 Local Panel with Hand-Off-Auto selector switch & Estop push button for screw conveyor motor.

ONE NEMA 7 Local Panel with Auto-Off selector switch for PISTA drive.

ONE Model 250 **PISTA® GRIT CONCENTRATOR™** to be mounted over the dewatering equipment.

ONE **PISTA® SCREW CLASSIFIER™** Model 12SW-CL fabricated of 316 stainless steel. Included is a 3-phase, 60-hertz, 460-volts, 0.5 HP, explosion-proof, premium efficiency motor, belt drive gear reducer,12" diameter screw, screw trough, solid cover, inlet hopper supported on legs to provide an incline of approximately 22°.

CORROSION PROTECTION:

All fabricated steel components, except for stainless steel, shall be commercial blasted and coated by the manufacturer with one 6-mil DFT coat of **VERSAPOX®** epoxy prior to shipment. All motors and gearboxes shall be furnished with the original manufacturer's coating.

Approximate weight of the **PISTA® VIO™ GRIT CHAMBER™** mechanism	2,500 lbs.
Approximate weight of the **GRIT PUMP™**:	750 lbs.
Approximate weight of the **PISTA® SCREW CONVEYOR™**:	3,000 lbs.
Approximate weight of the **PISTA® GRIT CONCENTRATOR™**:	250 lbs.

The system will be shipped in major pieces as follows:

PISTA® drive assembly
Propeller drive tube with **GRIT FLUIDIZER™**
Propeller mounting ring and blades
Grit well cover plate
Grit pump
PISTA® VIO BAFFLE™
Second stage Grit Concentrator
Screw conveyor –
Electrical panel – 1 unit
Local panels– 3 units

WARRANTY:

The equipment shall be covered in accordance with our standard warranty certificate and warrants our equipment to be free from defects in materials and workmanship for a period of 12 months from start-up or 18 months from date of shipment. The cost of labor is **not** included.

NOT INCLUDED:

Interconnecting piping, wiring and conduit
Field paint, painting, or field welding
Performance Testing
Lubricants
Anchorage or anchor bolts
Vibration testing
Grouting
Videotaping of startup or training sessions
Any items not specifically included in this Sales Agreement are specifically excluded from Smith & Loveless scope of supply
Certified Test Report, Material Test Reports, Mill Certs (unless stated as included)
Inspection, Test, QC Holds Points
AIS included
NEMA 7 local panel for flush water solenoid
PLC Program Copy (if applicable)

Seller will provide Buyer with four hard copies of the O&M Manual, also on CD (.pdf format). Additional copies can be provided for $50 per copy.

PRICE, SUBMITTAL DATA, AND DELIVERY:

$_____ Option 1: PISTA Grit System with 12SW-CL Classifier

F.O.B. factory plus any taxes, which may apply. Truck/Rail freight allowed to the job site, rail siding or nearest unloading area-unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Smith & Loveless at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

We are currently experiencing large increases in the price of materials and components with very little advance notice. Therefore, the sales price of the equipment quoted herein is subject to an escalation in price. Escalation shall be based upon the increase incurred by **SMITH & LOVELESS®, INC.** for the material or components in excess of 5% from the time of quote. The escalation shall be calculated as the percent (%) of increase over 5% of the material/component item and shall include material handling factor and overhead. Such escalation shall be verified through quotes, invoices, or receipts from suppliers to **SMITH & LOVELESS®, INC.**

Quote is valid for 30 days from date of this agreement.

Six (6) days supervision of initial operation, start-up, and operator training over two (2) trips are included. If additional days are required, Seller will furnish a factory supervisor for $1,100 per day including travel time plus actual travel expenses.

With continuing approval of the Smith & Loveless Credit Department, payment terms are as follows:

- 10% with order,
- 25% upon delivery of submittal data,
- 65% Net 30 from date of shipment.

Seller to send Submittal Data for approval 8 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated 32-34 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved and inserted into the manufacturing documents by the Seller. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved, but which contain contingencies or variations may impact the completion time of the equipment.

Please be advised, delivery quotes are estimates and subject to change based on the current, unpredictable supply chain. Smith and Loveless Inc. cannot guarantee delivery dates, nor accept responsibility for liquidated damages incurred from a late shipment.

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid dateprovided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.
B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.
C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.
E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.
F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-

five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.

3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.

4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.

5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.

7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.

8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.

9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.

10. SEVERABILITY – If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.

12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at $25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at $50.00 each.

13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

Agreed to this _____day of _____, _____

_____
Buyer

By_____
Print Name

By_____
Authorized Signature

_____
Physical Address

_____
Email Address

Is this purchase tax exempt? **Yes**____ **No**____
If **YES**, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Agreed to this _____day of _____, _____
at Lenexa, KS.

SMITH & LOVELESS,INC

By _____
Authorized Signature

Prepared by _____
Sales Representative

NOTE: The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.

Grit Removal Performance Improvement:

Improved grit removal efficiency is possible with the current PISTA® unit you have installed. S&L has developed some new baffle technologies to improve the flow control in and out of the PISTA® unit.

OPTIFLOW 270™ BAFFLE SYSTEM (INCLUDED)
An upgrade to your PISTA® 270™ Grit Chamber with the OPTIFLOW 270™ LFB paired with the OPTIFLOW 270™ B can improve efficiency to 95% of grit removal down to 100 mesh particle size. The OPTIFLOW 270™ LFB in the influent channel keeps the grit flowing towards the chamber at 1.67-3.5 fps. Meanwhile, the OPTIFLOW 270™ B is installed at the exit of the chamber to aid in directing the flow back towards the floor, creating one additional pass for even more grit to move to the chamber floor and move into the grit hopper.

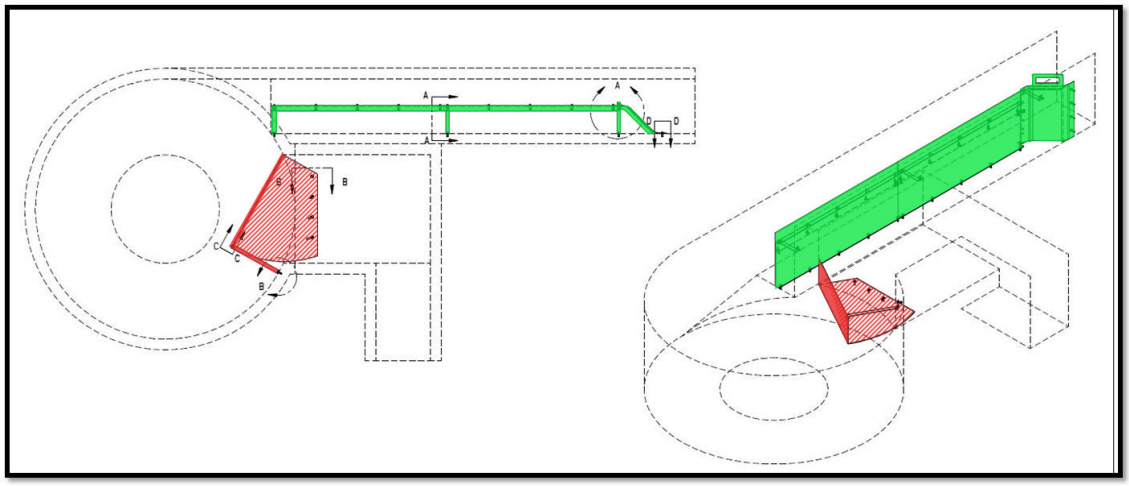


Figure 1: OPTIFLOW 270™ LFB – GREEN. OPTIFLOW 270™ B - RED

Low Flow Baffle (LFB) (INCLUDED)
To manage flow conditions and attain optimum channel flow velocity at 1.67 to 3.5 ft./sec. during low flow conditions, the addition of the Low Flow Baffle (LFB) in the influent keeps the grit moving to the grit chamber even during lower flow conditions. The baffle would be custom engineered based on the flow conditions for your site. This baffle system makes it possible for your existing unit to handle a wide range of flows while maintaining optimum channel velocity for grit transport with minimum turbulence into the PISTA®.

270™ B (INCLUDED)
The 270™B Exit Baffle is the essential component to every OPTIFLOW 270™. It increases grit removal efficiency to 95% down to 100 mesh (150 micron) on 270 degree grit chambers from any manufacturer. Each baffle is custom engineered based on flow rate to achieve 95% of 100 mesh (150 micron). Installed within the chamber at the exit, the 270™B directs the flow toward the hopper for an additional pass along the flat-bottomed chamber floor for even better grit removal.

	Grit Removal Efficiency		
	50 mesh grit *(300 micron)*	70 mesh Grit *(210 micron)*	100 mesh grit *(150 micron)*
PISTA®270™	95%	85%	65%
Existing **PISTA®** 270™ units with **OPTIFLOW 270™ Baffle System**	95%		
270° units with **OPTIFLOW 270™ Baffle System**	95%		

Figure 2: Grit Removal Efficiency

With more than 2,500 **PISTA®** Grit Chamber installations worldwide, Smith & Loveless continues to advance the science of grit removal with the new **OPTIFLOW 270™** Baffle System for any 270° vortex unit. The **OPTIFLOW 270™** Baffle System brings previously unachieved grit removal efficiencies to any 270° vortex unit, improving grit removal to 95% of 100 mesh (150 micron) during peak and low flows alike as demonstrated in Figure 2 above.

S&L Recommendations:

S&L would recommend further investigation in water depth to properly size OPTIFLOW 270™ Baffles. What is required is water depth at different flows in the inlet channel before the ramp. It is recommended that 2-3 measurements be taken at different flow rates, ideally with low, mid and high flow; please utilize Table 1 below to record measurements. Along with this information, a SCADA flow range for about a years' worth of data. We are seeking information for the lowest flow, average flow, and peak flow from the SCADA flow range.

	Measurement 1 *Minimum of 1 measurement is required*	**Measurement 2**	**Measurement 3**
Water Depth: *(Feet & Inches)*			
Flow Rate: *(MGD)*			

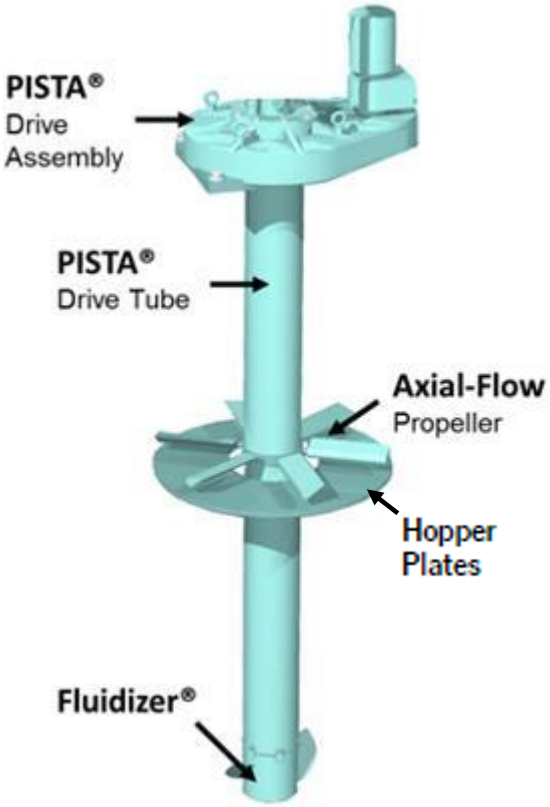
Table 1: Water Depth & Flow Rate Measurements

Components to consider replacing and added fluidizing feature:

PISTA® GRIT REMOVAL EQUIPMENT

The flow in the removal chamber shall travel between the inlet and outlet of 270 degrees, providing maximum travel of the liquid for effective grit removal. Each **PISTA®** system shall handle all flows equal to or less than the hydraulic peak flow of 7.0 MGD.

Mechanical Drive Assembly (INCLUDED) includes the totally enclosed combination spur gear and turntable bearing. Pinions and gears shall be high quality steel, machined and hardened for high strength and long wear.



The fluidizing vanes (INCLUDED)provide mechanical fluidization of the lower hopper and eliminate the need for additional water lines to the chamber, eliminating at least 20 GPM of continuous water addition. The gentle stirring or mixing action of the fluidizer prevents grit from packing in the grit hopper.

Axial-Flow Propellers (INCLUDED) lift the organics up and into the flow towards the WWTP. The propellers help sweep the grit along the floor and into the grit hopper.

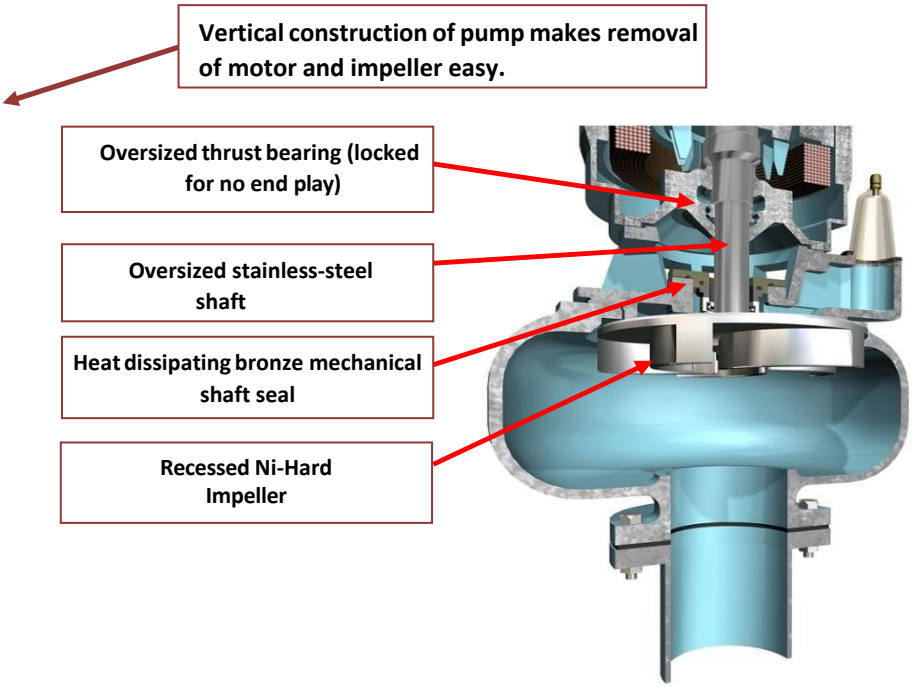
PISTA® Drive Tube (INCLUDED)shall be driven by the mechanical drive assembly with a maximum output speed of 21 RPM.

PISTA® Storage Hopper Plates (INCLUDED) shall consist of two (2) sections with lifting slots to allow access to the storage area. These plates lay flat at the bottom of the grit chamber without having to add additional brackets bolted onto the chamber, resulting in undisturbed flows or disruption of the vortex.

TURBO GRIT PUMP™ (INCLUDED) has a fully recessed impeller designed for grit applications over traditional sewage pumps. A Ni-Hard impeller and volute of 550+ Brinell hardness will have superior abrasion resistance when compared to cast iron.

PISTA® TURBO GRIT PUMP: Top mounted or flooded suction arrangements available. (INCLUDED)
Smith & Loveless has been designing & manufacturing pumps for wastewater applications since 1946 and the S&L grit pump has been engineered specifically for grit slurry pumping. The vertical direct coupled construction provides a space efficient and maintenance friendly design. Engineered features include:





PISTA® GRIT CONCENTRATOR™ – 250 GPM (INCLUDED) The Smith & Loveless PISTA® Grit Concentrator with Ni-Hard Bottom offers durable and efficient grit concentrator performance at installations with combined sewer systems, high I&I (infiltration and inflow) or unusually heavy grit loads. The PISTA® Grit Concentrator features a two-piece design with Ni-Hard Bottom construction that effectively washes collected grit while providing added durability for these harsh conditions. Its bottom cone is constructed of Ni-Hard, with a minimum thickness of 1.25” in high wear areas and features a large discharge plain end grit outlet of 5.5” to minimize clogging.



The PISTA® Grit Concentrator effectively functions as a primary grit washing and dewatering device, separating the pumped flow into basic components of water, organics and grit. Working in concert with the PISTA® Grit Screw Conveyor above which it snugly positions and discharges, the PISTA® Grit Concentrator’s overall performance achieves greater than 95 percent removal of the residual organic material.

Additional Links:
Headwork Retrofits

https://smithandloveless.com/products/headworks-retrofits

OPTIFLOW 270
https://smithandloveless.com/products/grit-removal-systems/optiflow-270-baffle-system

Grit Washing & Dewatering
https://smithandloveless.com/products/grit-washing-dewatering

GRIT THE FACTS: The Truth About Grit & Grit Removal
http://www.gritthefacts.com/index.php

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Attached Documents:

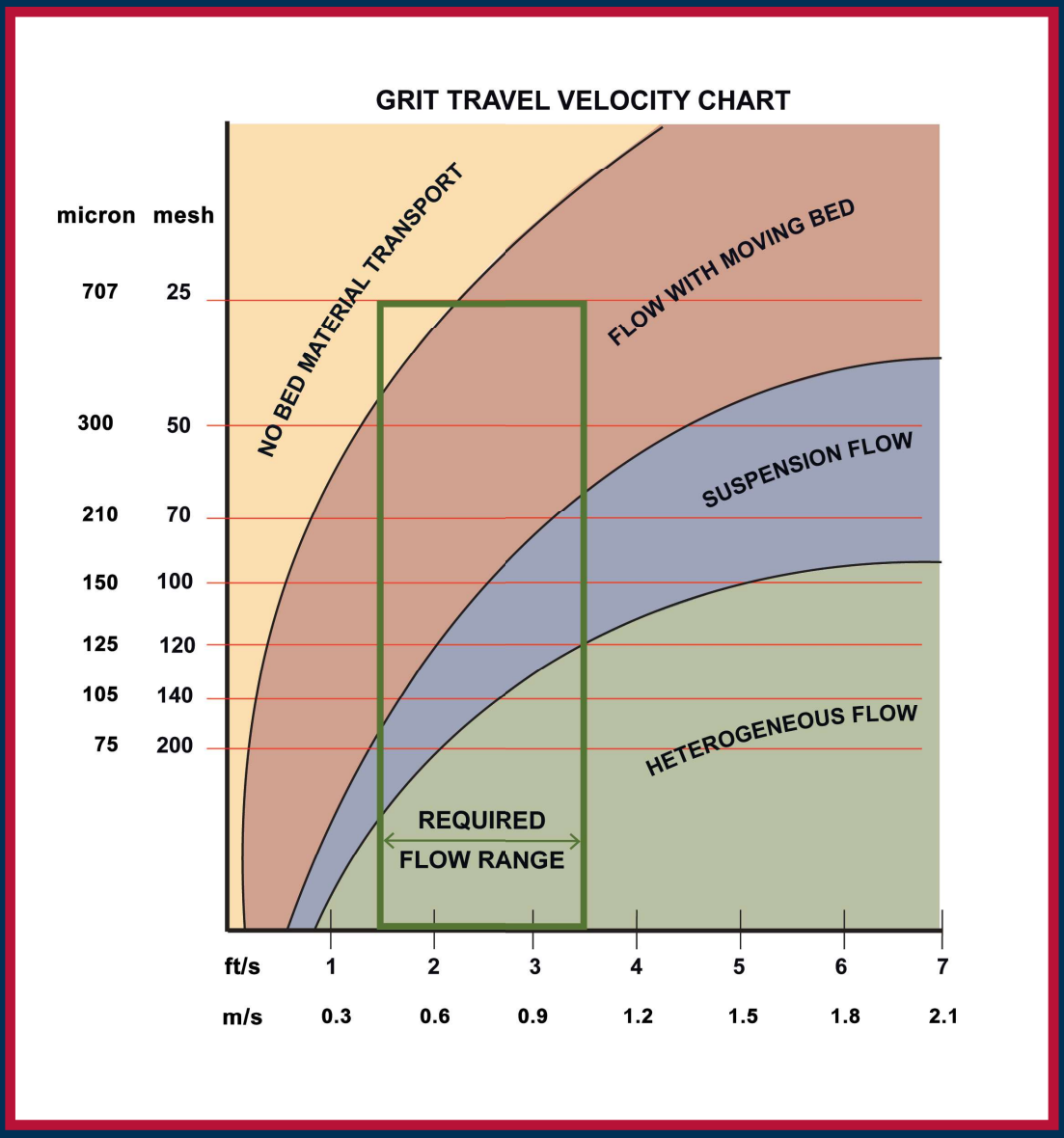
Page	Attachment
8 – 13	Notes on **PISTA®** Design
14 – 18	Principles of Grit Piping
19	**PISTA® GRIT CHAMBER™** Drive Unit
20	**PISTA® GRIT CHAMBER™** Drive Unti and Internal Mechanism
21	**PISTA® TURBO GRIT PUMP™** Outline Dimension
22	2-pc. 250 GPM Second-Stage PISTA® Grit Concentrator Ni-Hard Drawing
23 – 24	Model 15 Dewatering Screw Conveyor Drawing
25	**PISTA® OPTIFLOW 270®** with Remote Mounted **TURBO GRIT PUMP™**
26 – 42	**PISTA® OPTIFLOW 270®** System Specification
43 – 44	**OPTIFLOW 270®** Baffles Brochure
45 – 46	**PISTA® GRIT CONCENTRATOR™** Brochure
47	**PISTA®** Model 15 **GRIT SCREW CONVEYOR™** Brochure
48 – 52	Equipment Scope, Pricing, and Availability

ENGINEERING DATA

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PISTA Grit Removal System

Notes on Design



PISTA Grit Removal System

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PURPOSE

The **PISTA®** Grit Removal System is a complete grit removal system that includes the **PISTA®** Grit Chamber, the **PISTA® TURBO™** Grit Pump, the **PISTA®** Grit Concentrator, and the **PISTA® TURBO™** Grit Washer (or the **PISTA®** Grit Screw Conveyor). Each component has been specifically designed for the capture, washing and dewatering of fine grit.

The **PISTA®** Grit Chamber handles grit removal for it is sewage, water, or an industrial liquid flow application. It removes grit from an incoming water or wastewater stream. It is designed to remove grit in its standard configuration down to 0.106 mm or 105 Microns in size (140 Mesh). The **PISTA®** Grit Chamber also does an excellent job separating organics from the grit. Ideally, the upper magnitude for the grit would be approximately 2.0 mm or 2,000 Microns (10 Mesh). Larger sizes would be collected as long as the specific gravity is around 2.5 or greater. Organics are kept in suspension in the waste by means of the density difference. Where other grit removal devices are sensitive to flow variations, the **PISTA®** Grit Chamber's velocities at the middle of the unit, where organics are separated from the grit, are maintained near an optimum design value at all flows.

Organics are kept in suspension because of their lighter density or specific gravity. The grit and any organics that are captured in the **PISTA®** Grit Chamber are moved along the flat bottom of the grit chamber. As they near the center, the particle velocity is increased by a specially designed axial flow propeller and resultant induced spiral flow. The lifting force on the particle attached to the bottom is a function of the cross-sectional area and the velocity squared. The lighter, larger organics are fluidized into the main stream through the grit Chamber. Only a small gap is provided between the torque tube and the floor plate to allow the grit to enter the storage hopper while the lighter organics are detached from the flat bottom and drawn upward to the effluent flume.

Because no device is 100% efficient, a small percentage of organics will be trapped with the grit. The second stage **PISTA®** Grit Concentrator, located on the grit discharge line, is designed for ultimate separation of organics. This second stage concentrator returns virtually all organics and most of the excess water to the inlet channel of the **PISTA®** Grit Chamber.

Final dewatering may be accomplished by discharging directly into the Smith & Loveless dewatering screw, with parallel plate separator.

POSITION IN THE TREATMENT PROCESS

The nature of the operation of the **PISTA®** Grit Chamber dictates where it should be installed. Our general recommendation is that it should be placed before anything else in the treatment plant except a suitable bar rack to prevent sticks and other foreign objects from entering the **PISTA®** Grit Chamber. Being located ahead of all other equipment in a treatment plant, it will remove the grit which can quickly cause mechanical failure, excessive wear on downstream mechanical devices, or accumulate in basins and channels.

The head loss in the **PISTA®** Grit Chamber (1/4" or 6 mm maximum, except for **PISTA® 360™** Grit Chamber with **V-FORCE BAFFLE™** or **OPTIFLOW 270®**) is no more than in an open flume. Consult the factory for head loss for the **PISTA® 360™** Grit Chamber with **V-FORCE BAFFLE™** or **OPTIFLOW 270®**, as it differs per application. This makes it ideal for installation as an initial phase of a treatment process. It also makes it ideal for the insertion into an already existing flow scheme.

PISTA® Grit Chambers can be installed above ground or below ground. They can be supplied in steel for easy installation and/or attachment to a concrete channel. They can be installed in multiples for added flow and reliability. Their low cost and small space requirement make it possible to protect almost any size plant from the detrimental effects of grit. The low power usage requirements for the **PISTA®** Grit Chamber also make it ideal for any size plant.

The **PISTA®** Grit Chamber can be applied in the municipal or industrial process schemes for pretreatment of raw water or wastewater. Industrially, there are many applications. Independent tests have, for example, proven the Smith & Loveless, Inc. **PISTA®** Grit Chamber to be far superior to other grit removal devices in the handling of fly ash from power generating plants. Smith & Loveless, Inc. has the technical expertise and laboratory facilities to test samples and we are eager to assist you in utilizing this cost effective separation system.

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OPERATION

The **PISTA®** Grit Chamber operates on the vortex principle. The hydraulics force the grit to the chamber floor. The grit is propelled to the floor sufficiently so as not to be within the influence of the chamber outlet. The grit on the chamber floor, along with other material, is propelled along the chamber floor towards the center and into the hopper. The flow is directed by the chamber wall and moves circumferentially, across the bottom to the center (still moving in a circle), up in the middle to the top of the surface, and across the top while continuing to move in a circle to the outside. When the solids approach the middle, the propeller induces an upward flow, where lighter organics are lifted from the heavier grit particles to clean the grit and returned to the flow passing through the **PISTA®** Grit Chamber. The grit moves inward and drops into the center storage hopper. The PISTA® is designed to handle flows up to the unit's rated peak flow rate. Normally, low flows are not a problem unless velocities become too low which can lead to grit deposition in channels. The influent channel velocities should be maintained between 1.6 and 3.5 feet per second (fps) (0.5 and 1.1 meters per seconds (mps). Initial peak flows should exceed 2 fps (0.6 mps) to re-suspend any grit which may have accumulated during very low flows. High flows more than the rated peak flow can cause a reduction in efficiency of grit removal. If grit removal is impaired because of high flows, an additional PISTA® GRIT CHAMBER™ needs to be considered.

Each feature of the **PISTA®** Grit Chamber makes an important contribution to the overall performance. Any alteration in dimension or placement can seriously affect the efficiency of grit removal. The **PISTA®** Grit Chamber offers more discrete separation and superior handling of organics. Specific design features surrounding the inlet baffle when used in conjunction with the coanda ramp, upper chamber and other velocity control mechanisms should not be altered.

When sufficient grit is accumulated in the storage hopper, the grit must be removed. Grit removal may be performed manually or automatically.

Manual operation involves only the following steps:

1. Close the discharge plug valve.
2. Turn the switch for the **PISTA® TURBO™** Grit Pump to the "On" position. This will initiate the pump priming cycle. When the vacuum pump stops running the **PISTA® TURBO™** Grit Pump is primed and will start.
3. Open the discharge plug valve and operate the pump until all the grit is removed.
4. Shut off the pump and leave the discharge plug valve open so that the contents of the discharge pipe and pump can drain back into the **PISTA®** Grit Chamber. In cold weather, the discharge valve should be left open to prevent freezing in the closed position.

The manual grit removal operation is now completed.

Automatic operation is as follows:

1. The 24-hour timer, or push to initiate button, initiates the grit removal cycle.
2. When the grit removal cycle is initiated, the pneumatically operated pinch valve on the pump discharge closes.
3. The recommended flush water sequence is detailed on page D3.
4. The vacuum pump starts simultaneously with the pneumatic valve operator and draws water up into the pump. The vacuum pump runs until the liquid level reaches the **SONIC START®** sensor.
5. The liquid touches the **SONIC START®** sensor, which signals the control system to close the priming solenoid valve and shut-off the vacuum pump.
5. The **PISTA® TURBO™** Grit Pump starts and the pneumatically operated valve opens. The **PISTA® TURBO™** Grit Pump operates for an adjustable period set for the amount of time for the grit to be removed. This should be set for the early morning period and other such times during the day as may be necessary.
6. When the **PISTA® TURBO™** Grit Pump stops, the valve remains open to allow the contents of the discharge pipe and pump to drain back into the **PISTA®** Grit Chamber.

This completes the automatic grit removal cycle.

STORM FLOW TIMER OVERRIDE SEQUENCE

While the 24 hour clock-timer is sufficient for typical peak flow cycles, it may be advisable to coordinate the grit pumping frequency with the flow into the chamber when extreme storm events may cause abnormal grit volumes in a short time. This may be done by initiating an extra grit removal cycle from a simple high water

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level switch in the inlet flume, or, if PLC controls are incorporated, a signal from the plant's flowmeter or signal from the influent pump station, could be used to trigger additional grit removal cycles. During this time the timer sequence of operation will be overridden.

FLOW-PACED GRIT PUMPING

For installations with large I&I contributions or other wide variations in flow and grit content, using flow-paced grit pumping in lieu of timed control gives improved results. This integrates the PLC based controls for sequencing the grit system, with a signal from a flow measuring device (provided by others) in the flow stream through the grit chamber. Together, they pace grit pumping with the flow through the grit chamber.

High flow rates usually bring with them high grit concentrations, as grit in the collection system becomes re-suspended and carried to the WRRF, so collected grit accumulates faster at these times.

The PLC is programmed to initiate a grit removal cycle whenever the measured flow reaches a pre-set value, over-riding the timed sequence. This assures that the collected grit does not accumulate to an excessive depth in the hopper, and discharges it before it has a chance to settle and compact. So, grit may be discharged several times during a storm event, instead of the regular timed cycle.

The second stage **PISTA®** Grit Concentrator operates on the constant flow principle and is sized to match the discharge from the **PISTA® TURBO™** Grit Pump. The grit is discharged out the bottom, while most of the water and organic material are returned to the inlet of the **PISTA®** Grit Chamber via a return line connected at the top of the second stage concentrator.

The pressure required to effectively operate the second stage concentrator is readily available from the **PISTA® TURBO™** Grit Pump. An airlift device is not adequate for this purpose.

HYDRAULICS

The influent flow, in a typical wastewater treatment system, is subjected to a significant degree of variation during the day and from start-up to design conditions. The Smith & Loveless, Inc. **PISTA®** Grit Chamber should be selected so that the peak design flow rate is within the recommended maximum flow of the unit. An important feature of the **PISTA®** Grit Chamber is that no decrease in efficiency is experienced at flows less than the design rate.

PISTA® Model	Recommended Max. Flow (Eng.)	Recommended Max. Flow Metric
0.5/0.5A/0.5B	0.5 MGD	1,892 CMD
1.0/1.0A/1.0B	1.0 MGD	3,785 CMD
2.5/2.5A/2.5B	2.5 MGD	9,465 CMD
4.0/4.0A/4.0B	4.0 MGD	15,140 CMD
7.0/7.0A/7.0B	7.0 MGD	26,495 CMD
12.0/12.0A/12.0B	12.0 MGD	45,420 CMD
20.0/20.0A/20.0B	20.0 MGD	75,700 CMD
30.0/30.0A/30.0B	30.0 MGD	113,550 CMD
50.0/50.0A/50.0B	50.0 MGD	189,250 CMD
70.0/70.0A/70.0B	70.0 MGD	265,000 CMD
100.0/100.0A/100.0B	100.0 MGD	378,500 CMD

Specific dimensional data dealing with each size **PISTA®** Grit Chamber is provided with the drawings. It is important to adhere to the recommendations in these tables. Liquid levels tabulated are for peak design flow rates.

The entrance flume or pipe into the **PISTA®** Grit Chamber should provide for a smooth laminar type flow with little turbulence. To optimize this, we recommend a straight run into the **PISTA®** Grit Chamber as shown on the drawings. Note this requirement is greatly reduced in the **PISTA® 360™** Grit Chamber with **V-FORCE BAFFLE™** and **PISTA® 360™** Grit Chamber without baffle.

If at all possible, the entrance to the **PISTA®** Grit Chamber should be exactly as shown on the drawings. Please contact Smith & Loveless for any needed assistance.

The downstream channel should maintain a constant elevation and be without 90° bends or channel narrowing that is not shown on the drawings. The **PISTA® 270™** Grit Chamber needs the channel raised and narrowed for flow control. The use of the **V-FORCE BAFFLE™** or the **PISTA® 360™** Grit Chamber eliminates the required downstream channel. To maintain proper water velocities in the **PISTA®**, there can be no downstream restrictions that would cause the water levels in the effluent channel to be higher than it would be with a free-flowing flume.

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We again ask that you contact us if there are any questions, or it is not possible to optimize the installation using these guidelines.

PISTA® GRIT CHAMBER LAYOUT

The **PISTA®** Grit Chamber is designed such that the most ideal velocity arrangement is if the downstream channel is a free flowing flume. On certain larger **PISTA® 360™** Grit Chamber Model A units, the level is controlled by a submerged weir located in the discharge channel. The downstream side of the weir should be a free flowing flume.

The straight length of influent channel required varies according to the model and type of chamber configuration. The **PISTA® 360™** Grit Chamber with **V-FORCE BAFFLE™** and without baffle units have greatly reduced influent channel straight lengths, as shown on the drawings. If obtaining the necessary influent channel length becomes a problem for the **PISTA® 270™** Grit Chamber, consider rotating the chamber such that any required bends are placed in the effluent flume, in accordance with the downstream channel limitations.

The straight-in arrangement (seen on this page) for **PISTA® 270™** units offer increased length of the influent channel having virtually the same space requirement, and an equivalent number of 90° bends.

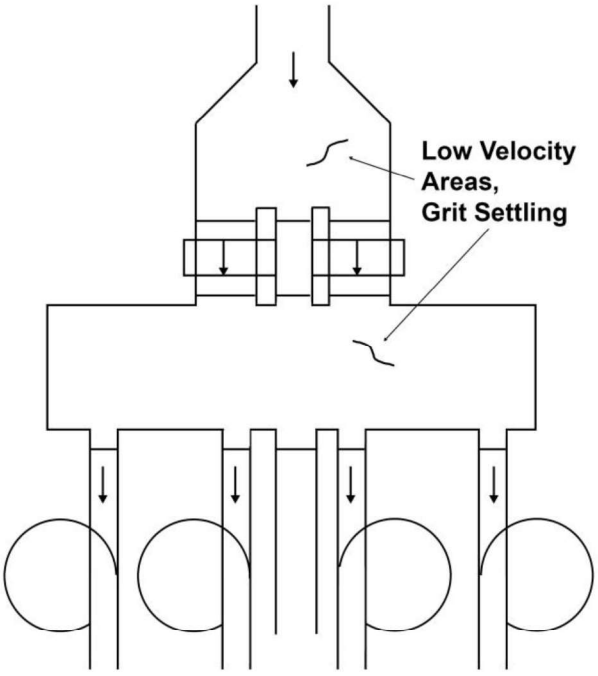
UNEVEN GRIT DISTRIBUTION AND UPSTREAM TRANSPORT

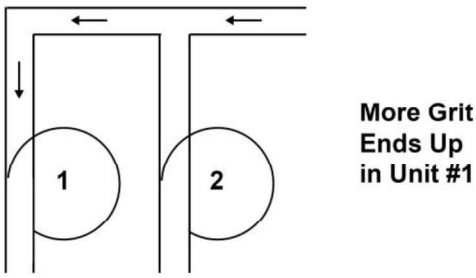
Since grit is not uniformly distributed in open channel wastewater flow, it is important to avoid bends in the inlet channels ahead of the grit removal system which may result in uneven grit distribution across the channel width or, more especially, where the non-uniform flow will result in the uneven distribution of the grit between multiple grit removal units, where the flow divides, loading one unit with much more grit than others.

It is equally important to avoid all low velocity areas in the upstream channels, basins, wells, flumes, splitter boxes and screens, where grit may settle out before reaching the grit removal equipment. This may result in grit accumulations which must be eventually manually cleaned out, or may be re-suspended by extreme peak flows, and overload the removal equipment downstream. This scenario can create a perceived notion that the grit system is not removing grit.

However, to measure performance, grit must reach the chamber for removal.

EXAMPLES OF POOR LAYOUTS





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PISTA® TURBO™ GRIT REMOVAL PUMP

The Smith & Loveless, Inc. **PISTA® TURBO™** Grit Pump is mounted directly on top of the flanged center pipe for discharging the grit from the storage hopper of the **PISTA®** Grit Chamber. Remote Mounted arrangements are available, but the Top-Mounted configuration is best. The **PISTA® TURBO™** Grit Pump, when used in conjunction with the **PISTA®** Grit Concentrator, eliminates the necessity for air blowers for lifting and provides the pumping head and capacity necessary for optimizing the efficiency of the second stage **PISTA®** Grit Concentrator. The reduced discharge rate/under-flow from the second stage concentrator greatly improves the performance of the final dewatering screw or other device.

PISTA® TURBO™ GRIT PUMP SELECTION

The Smith & Loveless, Inc. **PISTA® TURBO™** Grit Pump is an excellent grit pumping device, and in most cases, will satisfy the need for lifting the grit to the required elevation. Suction lift, of course, should be held to a minimum, placing the **PISTA® TURBO™** Grit Pump directly on top of the **PISTA®** Grit Chamber whenever possible.

The **PISTA® TURBO™** Grit Pump discharge line should be as short as practical and will need to contain a full opening eccentric plug valve as shown on the drawings. The plug valve is required for priming and if automatic grit removal is desired, it will need to be a pneumatically operated pinch valve.

The vacuum priming system should be located adjacent to the **PISTA® TURBO™** Grit Pump. It will normally be provided in a weatherproof enclosure mounted on the drive unit for the **PISTA®** Grit Chamber.

The Top-Mounted vacuum primed **PISTA® TURBO™** Grit Pump should always be employed in conjunction with the Smith & Loveless, Inc. second stage **PISTA®** Grit Concentrator. The optimum rate through the **PISTA®** Grit Concentrator is established by selecting the pump for 250 GPM (15.8 lps) based on the following friction coefficients applicable to Schedule 40 steel pipe. Typically, Models 0.5 to 20.0 will use a four-inch (4") (100 mm) pump and a **PISTA®** 250 GPM (15.8 lps) Grit Concentrator. Typically, Models 30.0 and larger will use a six-inch (6") (150 mm) pump and **PISTA® DURALYTE®** 500 GPM (31.6 lps) Grit Concentrator.

Nominal Pipe Size		Flow		Velocity		Friction Loss	
Inch	mm	GPM	lps	Ft/Sec	m/sec	Ft/100 Ft	m/100 m
4"	100	250	15.8	6.3	1.9	4.6	4.6
6"	150	500	31.6	5.7	1.7	2.4	2.4

When selecting the **PISTA® TURBO™** Grit Pump, the first thing to consider is the allowable static suction lift. Referring to the pump performance rating curves in this section, you will note that the allowable static suction lift varies from 0' to 20' (0 to 6.1 m). These static suction lift ratings shown should be reduced one-foot (0.3 m) for each 1000' (305 m) elevation above mean sea level. They relate to the physical lift as shown on the drawings and the friction loss in the 4" (100 mm) suction pipe need not be considered.

However, to compensate for lifting the grit, it will be necessary to correct the actual elevation difference between the centerline of the pump casing and the low water level in the **PISTA®** Grit Chamber, for the specific gravity of the slurry. See Pages C7 – C10 for Pump Design Calculations.

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ENGINEERING DATA

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PISTA® GRIT REMOVAL SYSTEM

Principles of Grit Piping



PISTA® GRIT REMOVAL SYSTEM

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PRINCIPLES OF GRIT PIPING

As we all know, a chain is only as strong as the weakest link. This also applies to grit removal. In many cases, the weak link is the grit piping between the grit storage hopper and the grit handling equipment.

Grit plugging can be a real problem if the piping is not laid out correctly. For this reason, Smith & Loveless recommends the use of the Top-Mounted **PISTA® TURBO™** Grit Pump. This arrangement prevents any chance of plugging within the pump suction line because the suction line is in the vertical position, and drains after every pumping cycle.

If a Flooded Suction Remote-Mounted suction-type **PISTA® TURBO™** Grit Pump is used, the pump suction line should be as short as possible, preferably less than 10' or 3 m long. The ideal situation is to have a short, straight suction run directly into the side of the bottom of the grit storage chamber with an eccentric plug valve to isolate the pump. Smith & Loveless recommends a slight incline (1/8" per foot or 10 mm/m) up from the pump to the storage chamber. This prevents air entrapment from occurring. Do not use a "turn down" elbow for the suction line in the grit storage hopper. Never have the suction line exit the grit storage hopper vertically down through the bottom, or plugging will occur.

When using the Flooded Suction Remote-Mounted suction **PISTA® TURBO™** Grit Pump, the grit storage hopper should be pumped completely out every cycle. This prevents grit from accumulating within the suction line. A flushing connection should also be incorporated into the grit pump suction line to allow for flushing should plugging occur. Never use elbows in the suction line; however, if elbows are necessary, sanitary tees with clean out capability must be used.

The eccentric plug valve located in the pump suction line should be turned, so that the rubber face seals against the flow from the **PISTA®** Grit Chamber. If it is not turned in this direction, grit will pack around the movable plug, on the backside, and prevent it from turning. Small engineering details such as this can prevent a real problem from occurring.

Smith & Loveless often sees two grit pumps specified in order to provide 100% back-up. Normally when this occurs, the pumps are tied in together. Smith & Loveless does not recommend this because it only provides additional elbows and piping. Bottom line, it creates additional places for grit to plug the line. Instead, Smith & Loveless recommends specifying a spare rotating assembly for 100% backup. As you know, the Smith & Loveless pump is designed so that the rotating assemblies can be changed out in a matter of minutes, limiting any down time.

The length of the grit discharge line should not exceed 50' (15 m) and should be as straight as possible. Doing this eliminates unnecessary elbows and fittings. The piping must not contain any traps that can accumulate grit. Consult the factory if more than 50' (15 m) is required.

The isolation valve on the discharge side of the pump must be a pinch valve. A **PISTA®** Pinch Valve is preferred because it seals even if grit is present within the valve. The pinch valve must be located in the vertical position to eliminate accumulation of grit within the valve. Check valves must never be used in any grit pumping line. Not only do they provide the opportunity for plugging; but they also very rarely work properly, and will wear quickly due to the presence of grit. The pump must also operate for a sufficient length of time to clear the line entirely of grit.

Another link in the grit removal chain is the use of good screening equipment ahead of the **PISTA®** Grit Chamber, such as the **OBEX™** Spiral Fine Screen. This prevents large debris from entering the system and plugging the pipelines.

Smith & Loveless offers a complete line of grit handling equipment – the **PISTA®** Grit Removal System – along with diagrams showing the best possible arrangement.

In summary, Smith & Loveless recommends the use of the top-mounted **PISTA® TURBO™** Grit Pump, which eliminates the possibility of plugging within the pump suction pipe. The **PISTA® TURBO™** Grit Pump incorporates a recessed Ni-Hard impeller for added wear resistance. Smith & Loveless further recommends coupling the **PISTA® TURBO™** Grit Pump with the **PISTA®** Grit Concentrator, which provides for secondary treatment of residual organics and secondary grit dewatering. The **PISTA®** Grit Concentrator returns 93-94% of the water pumped to it along with 95-96% of the residual organic matter. Along with the **PISTA®**

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TURBO™ Grit Pump and the **PISTA®** Grit Concentrator, Smith & Loveless recommends the use of the new **PISTA® TURBO™** Grit Washer with parallel plates. The **PISTA® TURBO™** Grit Washer provides unequaled retention of fine grit. When you couple grit-handling equipment, such as this, along with the **PISTA® 360™** with **V-FORCE BAFFLE™** Grit Chamber, you have a grit removal system that was designed specifically for grit removal applications, coordinated to work as a complete system, and is second to none. This system removes more grit from the incoming wastewater than any other system, and provides a low maintenance grit handling system.

The following is a layout checklist for the grit pumping equipment.

1. The Top-Mounted **PISTA® TURBO™** Grit Pump is recommended for use because it limits the possibility of grit plugging within the suction line. The recommended flush water sequence is detailed on page D3.

2. If a Flooded Suction Remote-Mounted **PISTA® TURBO™** Grit Pump is used, incorporate the following:

    a. Plug valves or pinch valves to isolate the pump.

    b. A flushing connection. See page D3

    c. Slope up the pump suction line from the pump to the **PISTA®** Grit Chamber.

    d. Never use elbow in the suction line; however, if they are necessary, you must use quick disconnect fittings or sanitary tees with a clean-out. (Top-Mounted or Flooded Suction)

    e. Suction line must be less than 10’ (3 m) long.

    f. Discharge piping less than 50’ (15 m) long if possible.

    g. All unnecessary elbows, bends, dips or manifolds should be eliminated. (Top-Mounted or Flooded Suction)

    h. The discharge valve is recommended to be a pinch valve.

    i. The grit pumping cycle must be long enough to completely move all of the grit out of the **PISTA®** Grit Storage Hopper and also continue to pump long enough to remove all grit from the line. (Top-Mounted or Flooded Suction)

    j. Do not locate traps in the suction or discharge line. (Top-Mounted or Flooded Suction)

    k. Do not use check valves in grit piping. (Top-Mounted or Flooded Suction)

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RECOMMENDED APPLICATION OF FLUSH WATER FOR NEW AND EXISTING VORTEX CHAMBER INSTALATIONS

INTRODUCTION

Grit particles need to be fluidized to allow them to be pumped. As grit settles in the grit storage hopper, water is forced from between the particles, which restricts the ability of the particles to move effectively. The grit is compacted from the overburden of additional grit particles settling. Once the grit is compacted, it is very difficult to move, and most likely will require mechanical means to remove the grit. This can happen at any point in the storage hopper, pump suction line and discharge lines where grit will tend to settle. Therefore, it is important to keep the grit fluidized, so that it can be pumped. This allows it to flow and not become compacted. The pump cycle should be such that all of the grit captured in the storage hopper is completely pumped out, clearing the suction and discharge lines.

TERMINOLOGY

The terminology commonly used:

- **Fluidizing:** This term consists of the addition of water (or of mechanical action) to the captured grit, to fill the interstices between the particles, and allow them to flow and pump more effectively.
- **Flush Water:** The feeding of clear water into the suction line of the grit pump to flush the line.
- **Fluidizing Water:** Water added to the grit bed inside the **PISTA®** hopper, via a separate and dedicated pipeline. This source is not fed through the pump suction line.
- **Air Scour:** Air scour is the direct injection of air into the **PISTA®** grit hopper. Used on some early **PISTA®** installations, it is generally not effective and should not be used. Air tends to lift the liquid from the grit causing further compaction.

RECOMMENDED PRACTICE

Feeding flush water into the grit pump suction pipe, plus the use of the **PISTA®** Grit Fluidizer Vanes to stir up grit in the hopper is the recommended practice. Fluidized grit slurry will aid in reducing the abrasive characteristics of grit and will reduce the pump power requirements. In addition to fluidizing the grit, flush water aids in clearing out pipelines or areas where grit can deposit and build up, leading up to plugging conditions.

DESIGN RECOMMENDATIONS

The Smith & Loveless, Inc. **PISTA® TURBO™** Grit Pump suction lines for Top-Mounted **PISTA® TURBO™** Grit Pump contains a coupling that allows flush water. The coupling (provided by S&L) on the Top-Mounted Vacuum Primed **PISTA® TURBO™** Grit Pumps is located in the suction pipe below the pump. On Flooded Suction Remote-Mounted **PISTA® TURBO™** Grit Pumps the coupling (not provided by S&L) is located in the horizontal line before the pump. The coupling sizes and flow specifications are listed below.

Grit Pump	Coupling (NPT)**	Flow Range
250 GPM (15.8 lps) (4" or 100 mm S&L Grit Pump)	1 ½" (38 mm)	50 - 75 GPM (3.2 – 4.7 lps)
500 GPM (31.6 lps) (6" or 150 mm S&L Grit Pump)	2 ½ " (64 mm)	100 - 150 GPM (6.3 – 9.5 lps)

*Coupling not provided by S&L on Flooded Suction Remote-Mounted **PISTA® TURBO™** Grit Pumps
** May be reduced to match supply pipe.

The flush water range listed above should not be exceeded since it can reduce the amount of grit slurry pumped from the hopper, and can cause a separate water column. Limit flow using a manual valve in the water supply line (not by S&L)

Plant effluent water can be provided for this service. Installing the flush water connection in the Top-Mounted suction pipe provides both flush and fluidizing water to the suction line and grit hopper, respectively.

Flush water can be fed for 5 minutes prior to running the grit pump, during the grit pump operation, and for 5 minutes after the pump stops.

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Flush water flow control will be based on the grit pump timer located in the control panel. Providing the water to the line prior to the pump starting will allow the water to fluidize the grit surrounding the suction line, and aid in initiating the pump cycle. Providing the water during the pump cycle will continue to fluidize the grit being pumped through the suction line. Continuing to provide water after the pump cycle will aid in flushing out the suction line from any build up that may have occurred.

An automatic valve (not by S&L) may be installed between the water supply and the **PISTA®** connection to control the flush water operation.

The above specified flow range for the flush water is broad to allow for variation in the amount of grit captured by the **PISTA®**. A larger amount of grit requires a larger flush water flow. The amount of flush water varies per **PISTA®** installation, and can only be determined after the initial run period of the **PISTA®**. The maximum flow shown should not be exceeded.

Available flush water pressure and conditions can vary for each **PISTA®** installation. Higher available pressures provide higher flows. The flush water line diameter and length will also affect the flow. Smaller diameters and longer flush lines will increase friction losses reducing pressure and flow. The flush line connection coupling provided by Smith & Loveless, Inc. is sized large enough for a wide range of conditions. However the flush line connected to the coupling may or may not need to be this size. It is recommended that a manual valve (not by S&L) be installed in the flush water line to adjust the flow as required.

The consulting engineer should review flush line sizing and plumbing construction to assure that adequate but not excessive flush water flow is provided. A reducing bushing can be installed in the coupling to downsize flush water inlet pipe connections as required.

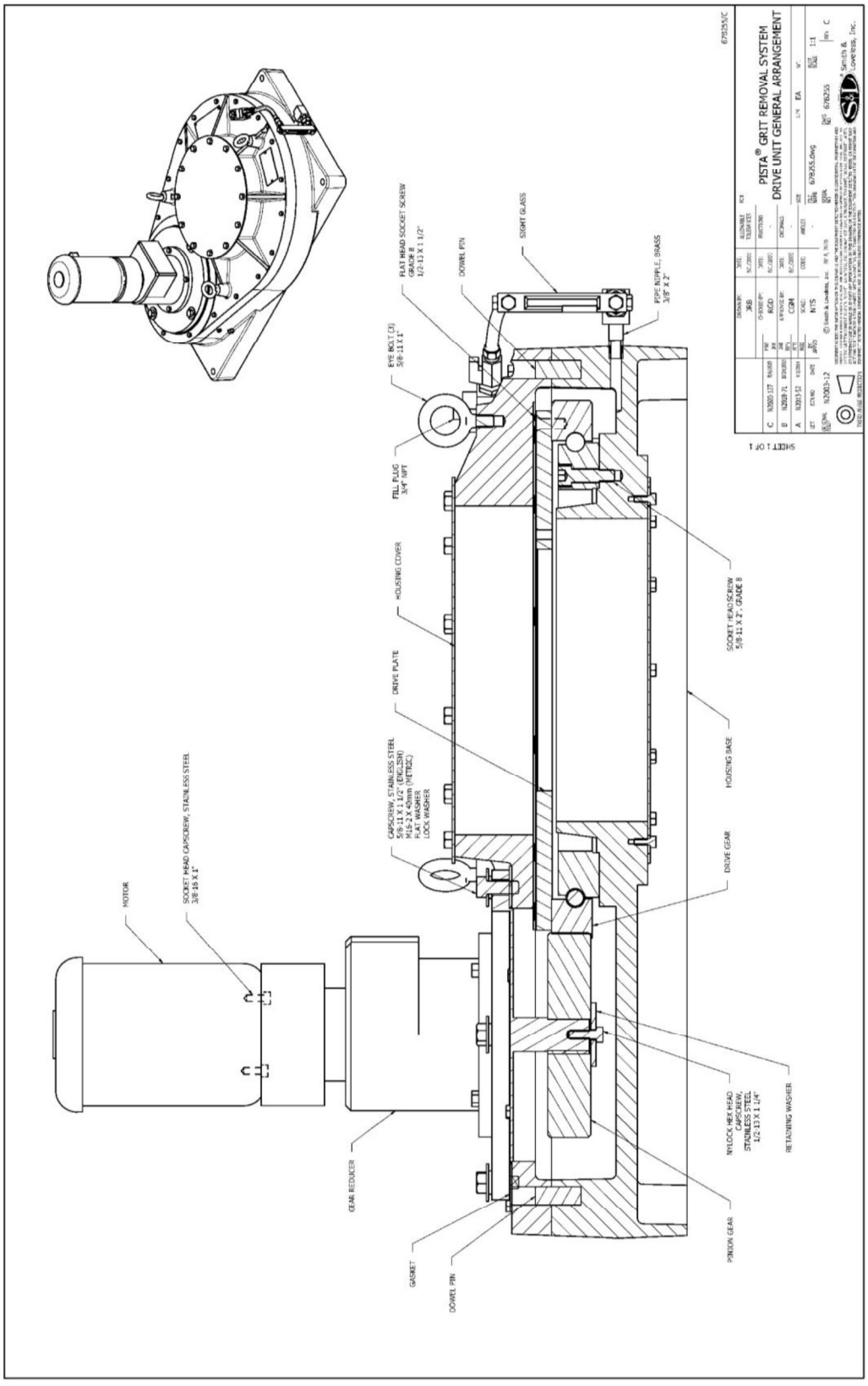
NOTES FOR FLOODED SUCTION REMOTE-MOUNTED PISTA® TURBO™ GRIT PUMPS

S&L does not provide the suction piping for Flooded Suction Remote-Mounted **PISTA® TURBO™** Grit Pumps. A flush water line connection needs to be installed by the contractor in the horizontal suction line before the pump isolation valve. The flush water flow and timing requirements for Flooded Suction Remote-Mounted **PISTA® TURBO™** Grit Pumps defined above are the same as for the remote Top-Mounted **PISTA® TURBO™** Grit Pumps. It is essential that the flush water provided after the pump cycle be capable of clearing out the horizontal suction line.

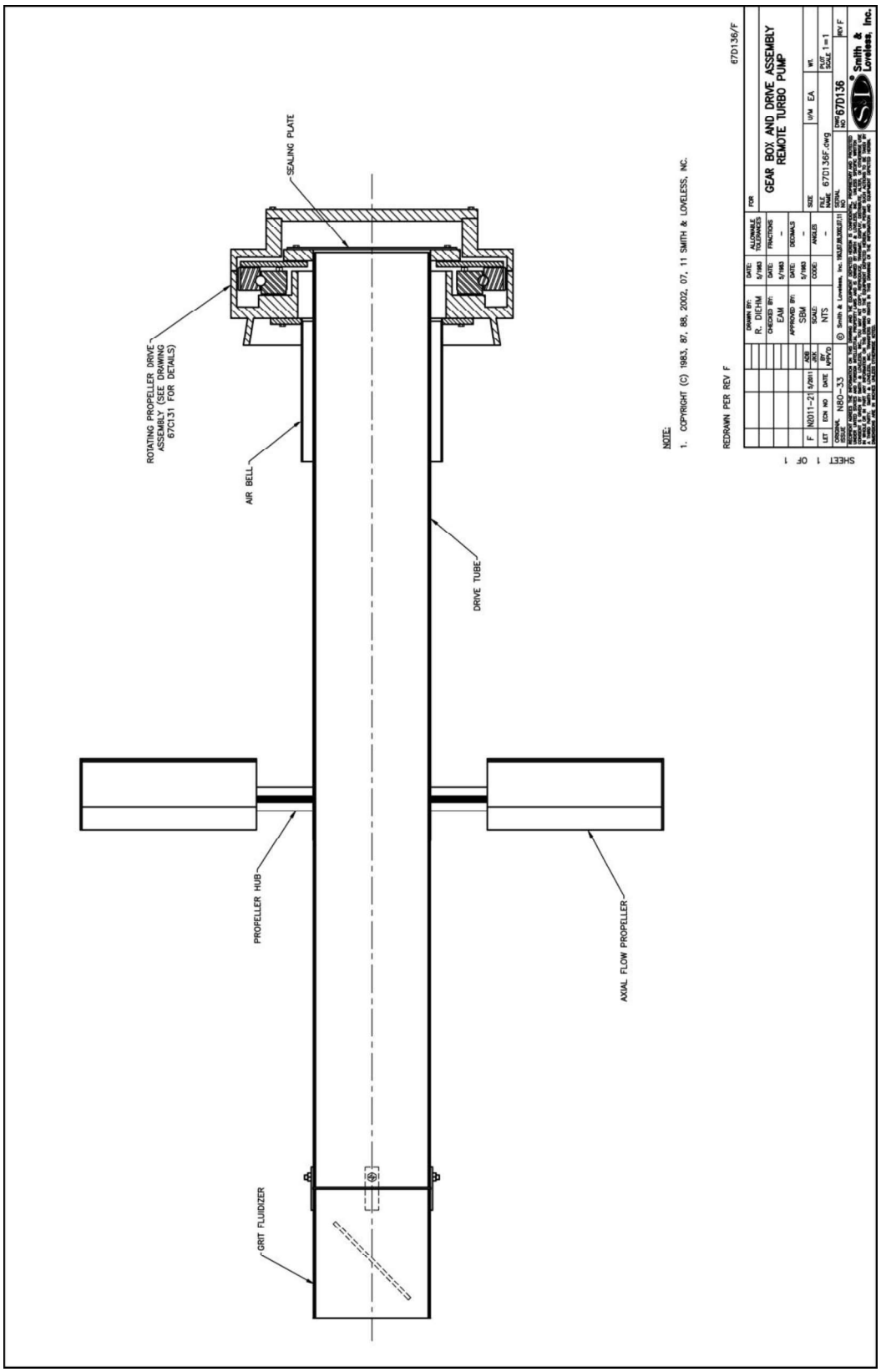
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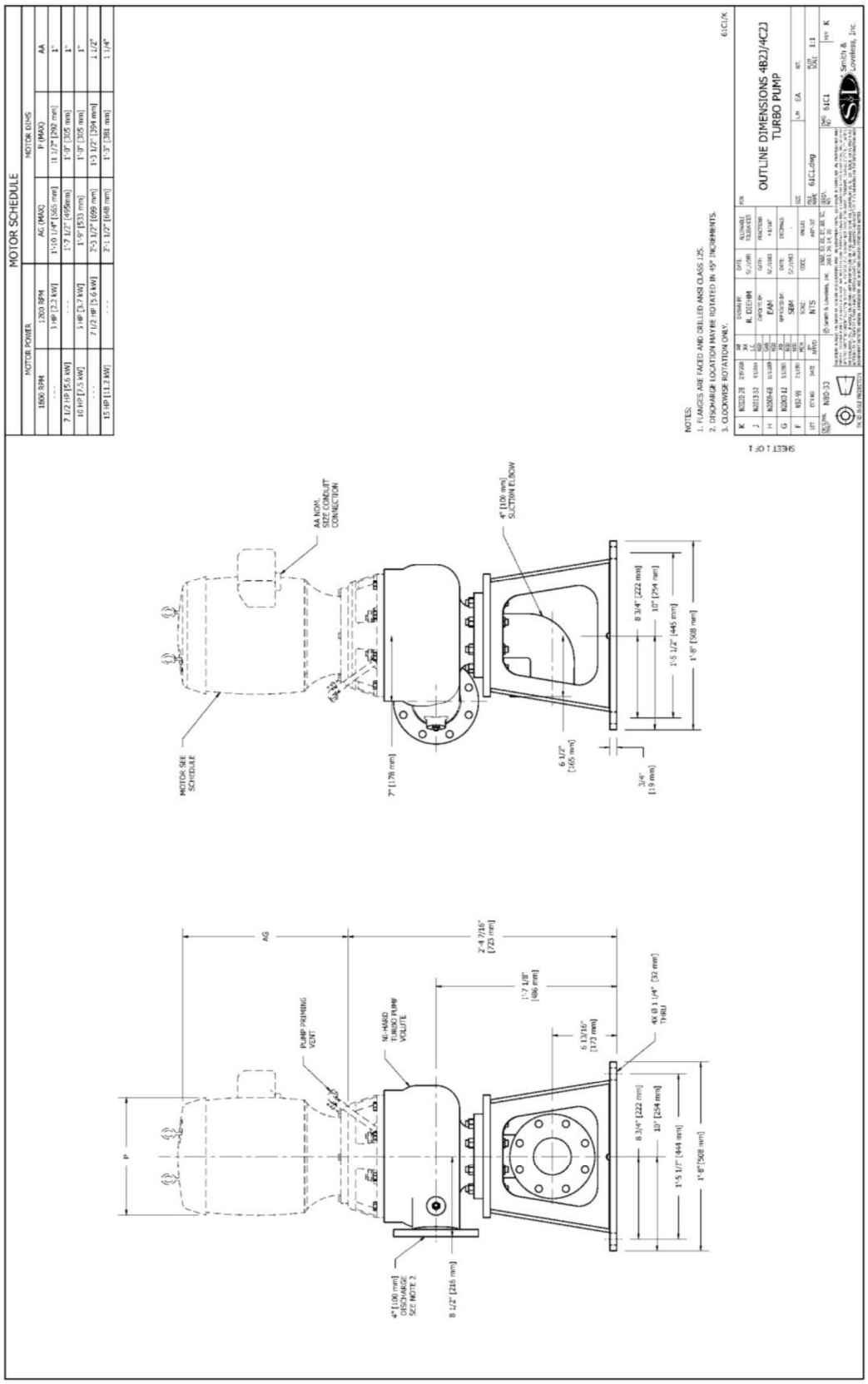
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ENGINEERING DATA

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PISTA® TURBO™ Grit Pump
4B2J Pump
Outline Dimensions
Drawing 61C1
Page O2



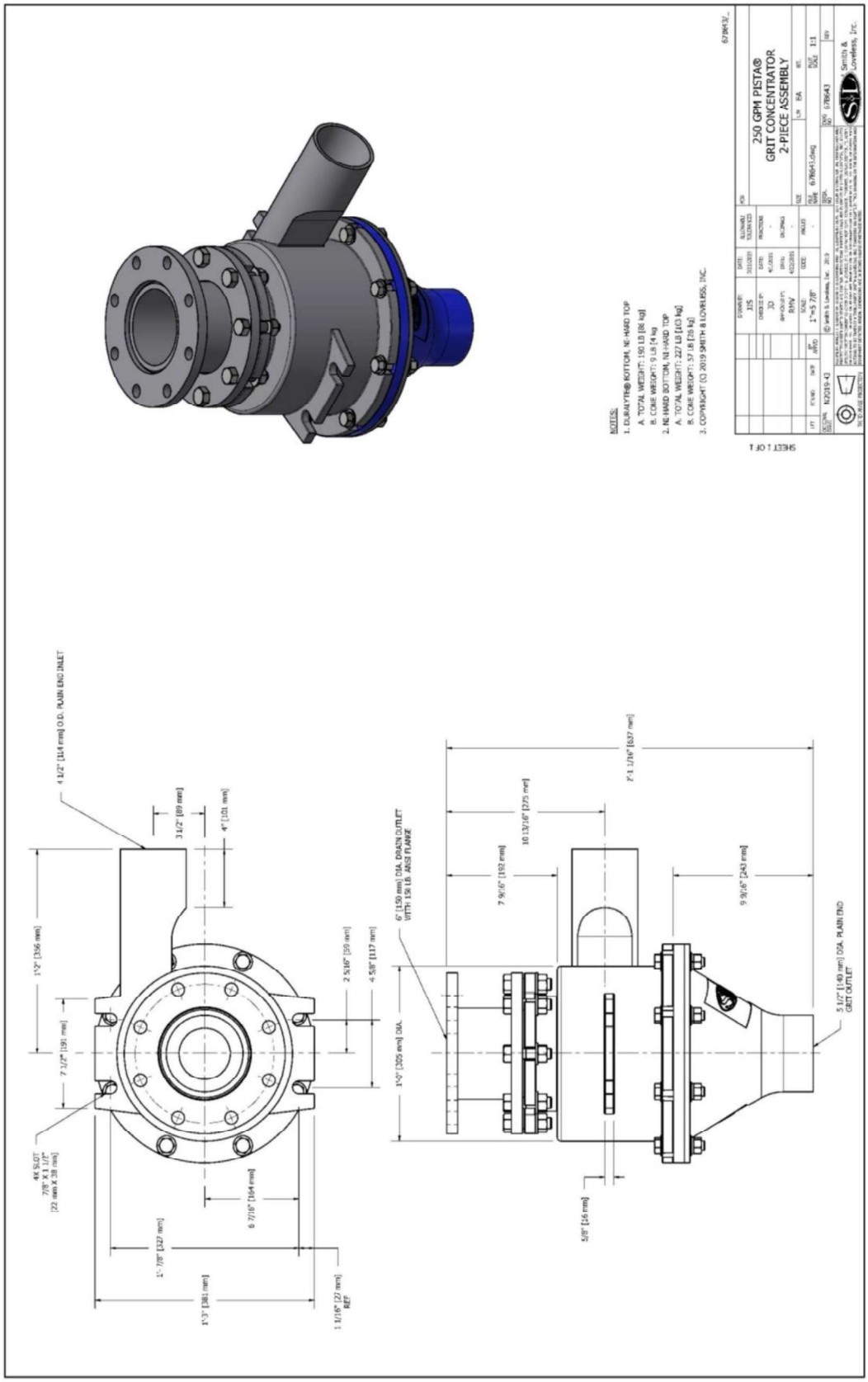
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ENGINEERING DATA

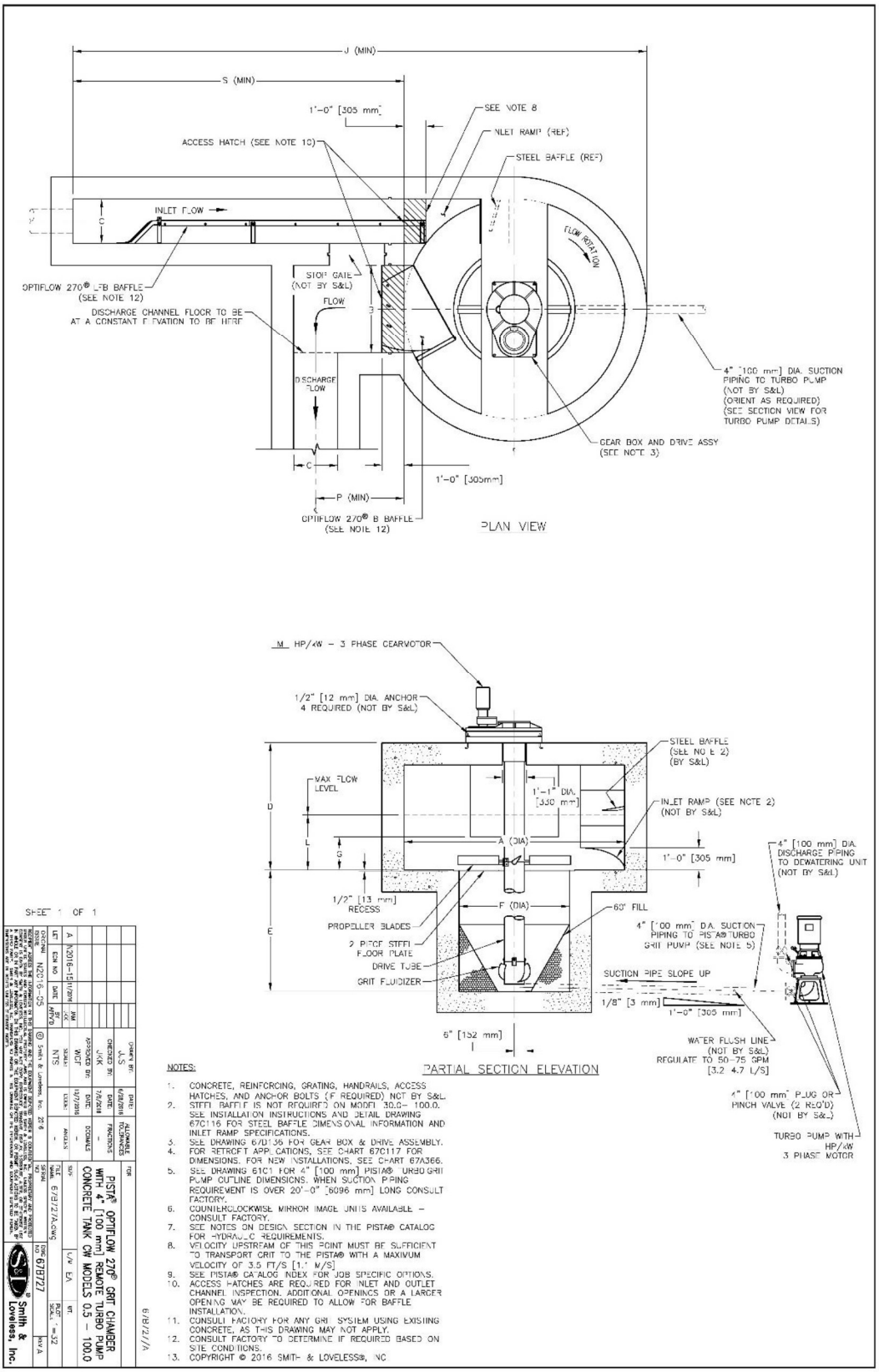
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PISTA® Grit Concentrator
250 GPM (15.8 lps),
2-Piece Assembly
Drawing 67B643
Page O6



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September 2020



NOTES:

1. CONCRETE, REINFORCING, GRATING, HANDRAILS, ACCESS HATCHES, AND ANCHOR BOLTS (IF REQUIRED) NOT BY S&L.
2. STEEL BAFFLE IS NOT REQUIRED ON MODEL 30.0 – 100.0. SEE INSTALLATION INSTRUCTIONS AND DETAIL DRAWING 67C116 FOR STEEL BAFFLE DIMENSIONAL INFORMATION AND INLET RAMP SPECIFICATIONS.
3. SEE DRAWING 67D136 FOR GEAR BOX & DRIVE ASSEMBLY.
4. FOR RETROFIT APPLICATIONS, SEE CHART 67C117 FOR DIMENSIONS. FOR NEW INSTALLATIONS, SEE CHART 67A366.
5. SEE DRAWING 61C1 FOR 4" [100 mm] PISTA® TURBO GRIT PUMP OUTLINE DIMENSIONS. WHEN SUCTION PIPING REQUIREMENT IS OVER 20'-0" [6096 mm] LONG CONSULT FACTORY.
6. COUNTERCLOCKWISE MIRROR IMAGE UNITS AVAILABLE – CONSULT FACTORY.
7. SEE NOTES ON DESIGN SECTION IN THE PISTA® CATALOG FOR HYDRAULIC REQUIREMENTS.
8. VELOCITY UPSTREAM OF THIS POINT MUST BE SUFFICIENT TO TRANSPORT GRIT TO THE PISTA® WITH A MAXIMUM VELOCITY OF 3.5 FT/S [1.1 M/S]
9. SEE PISTA® CATALOG INDEX FOR JOB SPECIFIC OPTIONS.
10. ACCESS HATCHES ARE REQUIRED FOR INLET AND OUTLET CHANNEL INSPECTION. ADDITIONAL OPENINGS OR A LARGER OPENING MAY BE REQUIRED TO ALLOW FOR BAFFLE INSTALLATION.
11. CONSULT FACTORY FOR ANY GRIT SYSTEM USING EXISTING CONCRETE, AS THIS DRAWING MAY NOT APPLY.
12. CONSULT FACTORY TO DETERMINE IF REQUIRED BASED ON SITE CONDITIONS.
13. COPYRIGHT © 2016 SMITH & LOVELESS®, INC

SHEET 1 OF 1

DRAWN BY	J.L.S	6/28/2016	ALLOWABLE TOLERANCES		
CHECKED BY	J.K.	7/6/2016	FRACTIONS	±	
APPROVED BY	W.C.T.	10/7/2016	DECIMALS	±	
SCALE	NTS	SHEET	ANGULAR	±	
FOR	PISTA® OPTIFLOW 270® GRIT CHAMBER WITH 4" [100 mm] REMOTE TURBO PUMP CONCRETE TANK CW MODELS 0.5 – 100.0				
DWG NO	67B727		REV	A	
SIZE	D		WEIGHT	LBS	
SCALE	1/32		SHEET	1 OF 1	

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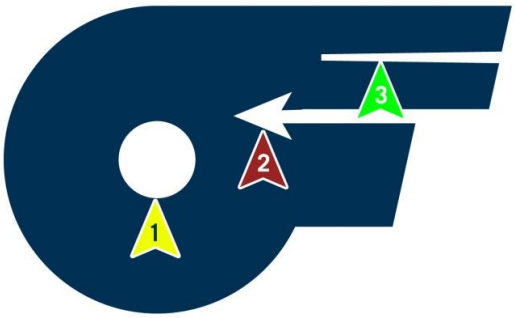
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September 2020

OPTIFLOW 270® BAFFLE SYSTEM

INTRODUCTION



The **OPTIFLOW 270®** Baffle System is for 270-degree circular vortex grit chambers, both new and the many S&L and non-S&L units that have been installed throughout North America and elsewhere in previous generations. As the name implies, the **OPTIFLOW 270®** Baffle System can be applied into those type of systems in order to optimize flow velocity and ultimately removal efficiency. Circular vortex grit removal systems designed to meet previous standards can be upgraded to remove 95 percent of grit down to 100 mesh(150 micron) with the retrofit. The baffle system can be applied to both flat-floor vortex 270-degree chambers and as a conversion system for sloped and cone-shaped chambers.

The 270-degree baffle system first regulates the proper inlet velocity and then directs the flow toward the center hopper with an additional pass along the flat-floor. This reduces any potential weir effect at the outlet and improves grit capture. It compensates when flows have declined to below 60 percent of the design rate.

BAFFLE COMPONENTS

1. 270 STF

The **270 STF** Slope-To-Flat Chamber Floor Conversion is necessary only for non-**PISTA®** vortex grit chambers constructed with a sloping chamber floor. To ensure the efficient transport of grit and simultaneous lifting and discharge of organic material, the bottom of the chamber must be at a constant elevation. An **OPTIFLOW 270® STF** adapter ring will be added, and the chamber floor will go from Slope-To-Flat to enhance the toroidal flow path within the chamber.

2. 270 B

The **270 B** Exit Baffle is the essential component to every **OPTIFLOW 270®** Baffle System. Installed within the chamber at the exit, the **270 B** directs the flow toward the hopper for an additional pass along the flat-bottomed chamber floor for grit removal. The **270 B** increases grit removal efficiency to 95% down to 100 mesh (150 micron) on 270 degree grit chambers from any manufacturer, including the **PISTA® 270™** Grit Chamber.

3. 270 LFB

The **270 LFB** Low Flow Baffle is installed on most units. Bisecting the influent channel, this partition makes it possible for your existing unit to handle a wide range of flows while maintaining optimum influent channel velocity of 2 to 3.5 ft/s for grit transport with minimum turbulence. The **270 LFB** also helps provide the proper entry velocity into the main grit chamber.

For existing grit systems, S&L or non-S&L, contact S&L Retrofit team for **OPTIFLOW 270®** Baffle System, as each system is custom-designed based upon site-specific conditions. Standard catalog drawings do not apply.

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INSTALLATION TEST RESULTS

OPTIFLOW 270® Baffle System – Installed 2015 • Testing Dates: February 25 – March 2, 2015

Size		Influent (g)	Effluent (g)	Cumulative Efficiency (%)
U.S. Mesh	Microns			
50	300	757.62	6.23	99.18
70	212	107.12	7.47	98.42
100	150	100.36	14.45	97.10
Residual	0	148.48	7.78	96.77
Total		1113.58	35.93	96.77

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SPECIFICATIONS FOR PISTA® 270™ GRIT CHAMBER SYSTEM WITH OPTIFLOW 270® BAFFLE DESIGN

GENERAL

The contractor shall furnish and install One (1) Model 7.0 **PISTA® 270™ GRIT CHAMBER™** Mechanism with **OPTIFLOW 270®** baffle design, into existing **PISTA®** 270 **GRIT CHAMBER™**'s in accordance with the drawings. Each **PISTA® 270™** Grit Chamber shall be complete with the following equipment: gear motor, gear head, propeller drive tube, axial flow propeller, (**PISTA®** Grit Removal Pump and grit dewatering equipment to make up a complete system manufactured by the same company, for single source responsibility,) as specified herein. All wetted parts shall be constructed of 316 stainless steel.

The **PISTA® 270™** Grit Removal Unit shall be capable of removing grit from raw waste or process water and depositing the grit in a storage hopper. No moving parts subject to wear or stoppage shall be below the water surface. An integral grit transporting means shall be provided to transport the grit from the storage hopper to the disposal means. To minimize the possibility of clogging, all internal openings in the piping to the grit pumping device as well as the grit pumping device shall be large enough to pass a 4" (100 mm) sphere. No bends or elbows will be allowed in the piping on the suction side of the Top-Mounted **PISTA® TURBO™** Grit Pump. All drives, lubrication and bearings shall be readily accessible from walkways above the operating water level. To minimize the possibility of organic capture, the floor of the grit separation chamber shall be flat and there shall be no greater than a 3" (75 mm) opening for grit to pass through to the storage hopper. Sloping floors in the upper chamber will not be allowed due to reduced grit removal efficiency and extra construction costs. The **PISTA® 270™** Grit Chamber shall be manufactured by Smith & Loveless®, Inc., Lenexa, Kansas.

[DESIGNER NOTE: CONSULT S&L REGARDING ANY GRIT SYSTEMS UTILIZING EXISTING CONCRETE, AS OPTIFLOW 270® BAFFLE DESIGN DIFFERS PER APPLICATION.]

The inlet coanda ramp shall be provided to enhance the coanda effect and direct the grit downward to the bottom of the separation chamber. In addition, an **OPTIFLOW 270®** baffle system shall be provided to enhance the chamber flow patterns and retain grit in the chamber.

CONDITIONS OF OPERATION

The grit removal device shall be capable of removing the following at the specified hydraulic peak flow rate, and no decrease in efficiency will be allowed at flows less than this design rate.

- 95% of the grit greater than 100 Mesh (150 Microns) in size.

The **PISTA® 270™** Grit Chamber shall operate on the vortex principle. The described **PISTA® 270™** Grit Chamber has been certified to meet the above performance in 2,600 previous installations of similar design and equipment. The above performance shall be proven in full scale field testing of over 50 installations utilizing certified grit removal efficiency test procedures as performed by qualified, Factory payroll personnel who have at least one (1) year experience performing the test.

To maximize grit removal efficiency, the grit chamber hydraulics shall incorporate a toroidal flow path enhanced by a slow vortex. Grit chambers incorporating the gravity principle will not be acceptable due to the turbulence in the flow, which prevents gravity settling from being effective and due to the extra area needed for settling fine grit. Aerated grit chambers, and those incorporating conventional settling criteria, are also specifically unacceptable.

To ensure the efficient transport of the grit and simultaneous lifting and discharge of the organic material, the bottom of the upper chamber covering the storage hopper shall be constructed of structural grade (epoxy coated carbon) (304 stainless) (316 stainless) steel plate, free from rotation, and shall be flat.

The grit moving across the bottom of the chamber shall be hydraulically scoured as the propeller blades, moving within 6" (150 mm) of the grit, pass over the moving grit and cause hydraulic currents to lift up the organics. The grit scouring intensity shall be adjustable.

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Propellers running with a center line greater than 8" (200 mm) from the bottom of the chamber will not be acceptable. The grit shall pass from the removal chamber through an opening in the transition plate and drop into a grit storage hopper.

The flow in the removal chamber shall travel between the inlet and the outlet a minimum 270° (clockwise) (counterclockwise), providing maximum travel of the liquid for effective grit removal.

The **PISTA® 270™** Grit Chamber shall handle all flows equal to or less than a hydraulic peak flow of 7.0 MGD. The influent flume, transporting the liquid waste to the **PISTA® 270™** Grit Chamber, shall be of the size and shape shown on the contract drawings to assure that grit does not settle in the inlet flume and to provide for proper operation of the **PISTA® 270™** Grit Chamber. The effluent flume shall be a free-flowing flume for maintaining proper velocity within the chamber.

OPTIFLOW 270® LFB INLET CHANNEL BAFFLE
□ (OPTIONAL ITEM – CHECK IF REQUIRED)

The **PISTA® 270™** Grit Chamber shall be equipped with an **OPTIFLOW 270® LFB** baffle in the inlet channel to the main chamber. The inlet channel baffle shall be designed to maintain the optimum inlet channel velocities over the following ranges:

Minimum Hourly Flow - _____ MGD
Average Daily Flow - _____ MGD
Peak Daily Flow - _____ MGD
Peak Hourly Flow - _____MGD

The baffled partition shall provide three operating stages, for stepped flow capacity, to handle a wide range of flows, while maintaining optimum channel velocity for grit transport with minimum turbulence, and provide the proper entry velocity into the main chamber to maintain the vortex.

The baffle shall be constructed of (epoxy coated carbon) (304 stainless) (316 stainless) steel. The installing contractor shall attach the influent baffle to the concrete structure using 1/2" (13 mm) anchor bolts, as shown on the drawings. The inlet channel floor is to be at a constant elevation, as shown on the drawings.

OPTIFLOW 270® B EXIT BAFFLE

The outlet from the main chamber shall be equipped with an **OPTIFLOW 270® B** exit baffle to provide vertical flow separation within the chamber and reduce the weir effect at the outlet, preventing grit from escaping before it is drawn to the center for removal. The discharge channel floor is to be at a constant elevation, as shown on the drawings. The baffle shall be constructed of 316 stainless steel. The installing contractor shall attach the influent baffle to the concrete structure using 1/2" (13 mm) anchor bolts, as shown on the drawings.

MECHANICAL DRIVE PISTA SPUR GEAR/BULL GEAR DRIVE SPECIFICATION

The **PISTA®** Grit Removal Unit shall have an axial flow propeller connected by a drive tube through gearing to a 3-phase, 60 cycle, 460 volt, totally enclosed helical gear motor. The minimum rated horsepower of the motor shall be 1 BHP.

The drive tube shall be driven by a large, totally enclosed combination spur gear and turntable bearing. The maximum output speed of the drive shall be 21 RPM. Pinions and gears shall be high quality steel, machined and hardened for high strength and long wear. Propeller blades shall be tapered, with generously rounded leading edge, to reduce energy consumption and prevent foreign material from fouling the propeller.

A pinion mounted on the output shaft of the helical gear motor shall drive a large spur tooth bull gear enclosed in a heavy cast-iron case. The spur gear pinion shall be cut from heat-treated steel. The bull gear shall rotate with a minimum 21" (533 mm) diameter turntable bearing for durability and stability. The pinion and bull gear shall have a service factor of 5.0 or greater at standard operating speeds.

All bearings of the drive unit, including the motor, shall have a minimum L-10 bearing life of 100,000 hours, except for the 21" (533 mm) diameter turntable bearing supporting the propeller assembly which shall have a minimum L-10 life of 20 years.

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An oil level sight glass shall be provided for checking the lubricant level, and a vent for the gear drive shall be furnished.

The bull gearbox shall be specifically designed for this service. It shall have an opening for the 10-3/4" (273 mm) diameter torque tube driving the propeller. The top of the gearbox shall have a bolted flanged connection for the grit discharge pipe and flanged connections for attaching the drive tube shall be provided to allow for either top or bottom mounting. Lifting loop holes shall be provided in the drive tube to facilitate installation. Clarifier drives, which are modified to meet the higher propeller speed, specifically will not be acceptable. The drive motor shall have normal starting torque and low starting current. The motor shall not be overloaded beyond the nameplate rating under any normal conditions encountered.

Clarifier drives, which are modified to meet the higher propeller speed, specifically will not be acceptable.

PISTA® GRIT FLUIDIZER™

The **PISTA®** Grit Collection System shall be equipped with **PISTA®** Grit **FLUIDIZER™** vanes. The **PISTA®** Grit **FLUIDIZER™** vanes shall be located within six inches (6") (150 mm) of the elevation of the pump suction inlet. The **PISTA®** Grit **FLUIDIZER™** vanes shall be bolted to the propeller drive tube in a helical fashion so as to gently pump the grit upward and keep the grit fluidized at the inlet of the **PISTA® TURBO™** Grit Pump.

The **PISTA®** Grit **FLUIDIZER™** vanes shall be fabricated of the same material as the drive tube and shall be bolted to the drive tube to facilitate easy removal.

The **PISTA®** Grit **FLUIDIZER™** is a helical pump that provides two (2) functions.
One, the **PISTA®** Grit **FLUIDIZER™** vanes continuously pump the grit upward at the center of the **PISTA®** Grit Collection Chamber. This gentle pumping action prevents the grit from packing down around the pump suction pipe. If grit is left in the chamber too long, or has a sticky or greasy consistency, it can pack together, and the pull of water created by the pump might not break it loose. The **PISTA®** Grit **FLUIDIZER™** vanes keep the grit fluidized at the suction inlet so packing cannot occur.

Second, the upward pumping action of the **PISTA®** Grit **FLUIDIZER™** vanes enhance the performance of the propeller in keeping organics in suspension. The heavier grit can fall downward through the gently circulating water, but the organics are more readily swept away by the currents induced by the **PISTA®** propeller.

☐ PISTA® TURBO™ GRIT PUMP – REMOTE MOUNTED [ALTERNATE PUMPING OPTION #2 – CHECK IF SELECTED– TYPICALLY, MODELS 0.5 THRU 20.0 USE A 4" (100 MM) 250 GPM (15.8 LPS) PUMP AND MODELS 30.0 THRU 100.0 USE A 6" (150 MM) 500 GPM (31.6 LPS) PUMP]

The **PISTA® TURBO™** Grit Pump shall be a 4" or 100 mm vertical, close-coupled type with curved 5-vane flow inducer completely out of the flow path between the pump inlet and discharge connection, so that the grit pumped is not required to pass through the impeller. All internal clearances shall provide for the passage of a 3" (75 mm) spherical solid to preclude clogging of the pump and suction line. The pump shall be vertical, for easy removal of the motor and impeller, to facilitate maintenance of the suction line by providing a straight path to any potential blockage.

The pump shall be of Ni-Hard construction, with Ni-Hard impeller, and especially designed for the use of mechanical seals.

In order to minimize seal wear caused by lineal movement of the shaft, the shaft bearing nearest the pump impeller shall be locked in place so that end play is limited to the clearance within the bearing. To minimize seal wear resulting from shaft deflection caused by the radial thrust of the pump the shaft from the top of the impeller to the lower bearing supporting the impeller shall have a minimum diameter of 1-7/8" (48 mm) for a 4" (100 mm) pump or 2-1/8" (54 mm) for a 6" (150 mm) pump. The dimension from the lower bearing to the top of the impeller hub shall not exceed 6" (150 mm).

The bottom bearing of the motor shall be locked in place and designed to handle all thrust loads and the necessary radial load. The upper bearing shall be free to move up and down and, thus, carry only radial load. This movement allows for thermal expansion of the shaft.

The shaft shall be solid stainless steel through the mechanical seal to eliminate corrosion and abrasive rust particles. Removable shaft sleeves will not be acceptable if the shaft under the sleeve does not meet the specified 1-7/8" (48 mm) minimum diameter

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for a 4" (100 mm) pump or 2-1/8" (54 mm) for a 6" (150 mm) pump.
Carbon steel shafts are not acceptable.

The impeller shall produce a turbine-like flow pattern within the casing, generating flow. To prevent grit from entering the seal area, all impellers less than full diameter shall be trimmed with the back shroud remaining full diameter so that a minimum clearance from shroud to casing is maintained. Both the end of the shaft and the bore of the impeller shall be tapered to permit easy removal of the impeller from the shaft.

The pump shall be arranged so that the complete rotating element can easily be removed from the casing without disconnecting the electrical wiring or disassembling the motor, impeller, backhead or seal.

The pump shall be supported by a heavy base with four (4) legs to provide maximum rigidity and balance. Anchor bolts are not included. For ease of maintenance, an isolation plug valve should be installed on each side of the pump.

The **PISTA® TURBO™** Grit Pump shall be capable of delivering TBD GPM against a total dynamic head of TBD'. The maximum allowable speed shall be 1800 RPM. The minimum rated horsepower of the **PISTA® TURBO™** Grit Pump motor shall be 15 BHP.

The pump motor shall be vertical, solid shaft, TEFC NEMA P-base, squirrel-cage induction-type, suitable for 3-phase, 60 cycle, 460 volt electric current. It shall have Class F insulation, but the motor shall have Class B temperature limits. The motor shall have normal starting torque and low starting current, as specified for NEMA Design B characteristics. It shall have a 1.15 service factor.

The motor-pump shaft shall be centered, in relation to the motor base, within 0.005" (0.13 mm). The shaft run-out shall be limited to 0.003" (0.08 mm).

A bearing cap shall be provided to hold the bottom motor bearing in a fixed position. Bearing housings shall be provided with fittings for lubrication as well as purging old lubricant.
The motor shall be fitted with heavy lifting eyes or lugs, each capable of supporting the entire weight of the pump and motor.

A complete replacement pump shaft seal assembly shall be furnished with each Turbo pump. The spare seal shall be packed in a suitable container and shall include complete installation instructions. A spare volute gasket shall also be provided.

MINIMUM PUMP REQUIREMENTS

Shaft through seal:	1-7/8" (48 mm) Diameter, Solid Stainless Steel (4" or 100 mm Pump); 2-1/8" (54 mm) Diameter, Solid Stainless Steel (6" or 150 mm Pump)
Lower bearing to impeller distance:	6" (150 mm) Maximum
Shaft run-out:	0.003" (0.08 mm) Maximum
Shaft end play:	Limited to bearing shake
Shaft to motor base:	0.005" (0.13 mm) Maximum
Impeller to shaft fit:	Tapered
Impeller:	
Type:	Recessed 5-Vane **PISTA® TURBO™**
Material:	Ni-Hard - High nickel iron
Shroud:	Untrimmed - Full diameter
Seal housing:	Bronze
Fronthead to casing:	One piece
Backhead & motor adapter:	One piece
Upper bearing:	Axially free
Lower bearing:	Locked in place
Motor insulation:	Class F
Motor temperature rise:	Class B
Motor service factor:	1.15

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Pumps will only be considered if all of the above requirements are met as a minimum. These requirements are specified for long service life and ease of operator maintenance. Deviations from the **PISTA® TURBO™** Grit Pump specifications will be cause for rejection.

FLUSH WATER AUTOMATIC CONTROL
☐ (OPTIONAL ITEM – CHECK IF REQUIRED)

Provisions shall be made in the control circuitry to automatically actuate a remote (1-1/2" – 38 mm) (2-1/2" – 64 mm) solenoid valve to control the flow of flush water to the suction line of the grit pump to fluidize the grit in the suction line and flush it after the end of the pumping cycle. The flushing water will also reduce the abrasive characteristics of the grit and reduce pump power requirements. Initial timer settings shall run the flush water for 1 to 3 minutes before the start of pumping, during pumping and for 1-3 minutes after the pump is stopped. These settings shall be adjustable. The automatic valve, a similarly sized manual flow adjustment/isolation valve, flush water interconnecting piping and the 40-60 psi (2.8 - 4.1 bar) water supply shall all be provided and installed by the Installing Contractor.

LIFTING STANCHION
☐ (OPTIONAL ITEM – CHECK IF REQUIRED)

A stanchion with lifting arm shall be provided to lift the **PISTA® TURBO™** Grit Pump for disassembly. The lifting arm shall have a hook over the center of the motor to support a hoist provided by the Owner. Installation shall be as detailed in the contract drawings. The lifter shall be designed for a 1,000 lb. (454 kg) lifting load.

☐ ELECTRICAL CONTROLS FOR AUTOMATIC GRIT REMOVAL [CONTROL OPTION #1 – CHECK IF SELECTED]

The electrical control equipment shall be mounted in a NEMA Type 4X steel enclosure with removable access cover. Thermal magnetic air circuit breakers shall be provided for branch disconnect service and short-circuit protection of all motor control and auxiliary circuits. Magnetic across-the-line starters with overload coils for each phase shall be provided for the **PISTA® TURBO™** Grit Pump Motor, [**PISTA®** Grit Screw Conveyor] and drive motor for the propeller drive unit. Each single-phase auxiliary motor shall be equipped with an over-current protection device, in addition to the branch circuit breaker, or shall be impedance protected. All switches shall be labeled and a coded wiring diagram shall be provided.

An On-Off selector switch shall be provided to operate the propeller drive motor starter.

To control the operation of the **PISTA® TURBO™** Grit Pump, a manual Momentary-Off-Automatic selector switch shall be provided. In the automatic position, control shall be by a time clock with manual selector switch to override the timer and initiate the pumping [and **PISTA®** Grit Screw Conveyor] cycle. A 24-hour, 96-position time clock shall be provided. The 24-hour timer contacts shall operate a 0-30-Minute Pump Timer (and a 0-30-Minute priming timer)[and an adjustable off-delay timer for the **PISTA®** Grit Screw Conveyor]. All timers shall be provided within the control cabinet enclosure.

STORM FLOW TIMER OVERRIDE OPTION
☐ (OPTIONAL ITEM – CHECK IF REQUIRED)

To compensate for high grit loads during storm flows, provisions shall be made in the controls to override the timed operation of the grit pump and initiate a continuous grit removal pumping cycle upon the closing of dry contacts from a high flow rate signal. The flow measurement device not provided by the grit chamber manufacturer.

CONTROL TRANSFORMER
☐ (OPTIONAL ITEM – CHECK IF SELECTED)

A properly sized insulating-type control transformer shall be provided by the controls Manufacturer to supply power for controls and auxiliary devices necessary to semi-automatic operation. The control transformer shall have _____ Volt AC primary, 120-volt AC secondary, Class F insulation; with temperature rise not to exceed 115°C above a 40°C ambient.

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☐ PISTA® GRIT CONCENTRATOR™ – 250 GPM (15.8 LPS) [CHECK IF SELECTED – TYPICALLY MODELS 0.5 TO 20.0 USE A 250 GPM (15.8 LPS) CONCENTRATOR]

The second stage **PISTA®** Grit Concentrator™ shall be provided as shown on the drawings for secondary treatment of organics and secondary grit dewatering. The 250 GPM (15.8 lps) **PISTA®** Grit Concentrator™ shall operate on the constant rate vortex principle. Design shall be such that a small volume of water and grit will discharge at the bottom for final dewatering and ultimate disposal of the grit.

As a minimum, 93 to 94 percent of the water pumped to the 250 GPM (15.8 lps) **PISTA®** Grit Concentrator™ and 95 to 96 percent of the residual organic material shall flow out the top and be returned to the inlet channel of the **PISTA® GRIT CHAMBER™.** The unit shall be capable of intermittent operation with minimal variation in removal efficiency. There shall be less than 5% putrescible material in the recovered grit from the underflow.

NI-HARD AND NI-HARD CONSTRUCTION

The 2-piece 250 GPM (15.8 lps) **PISTA®** Grit Concentrator™ shall be constructed of a Ni-Hard top section, with a minimum thickness of 1/2" (13 mm) in high wear areas, and a bottom cone constructed of the same material, with a minimum thickness of ¾" (20 mm), and which shall be readily replacable. Inlet and outlet connections shall be as shown on the drawings. The 250 GPM (15.8 lps) **PISTA®** Grit Concentrator™ shall be provided by the Manufacturer of the **PISTA® GRIT CHAMBER™,** for installation by the contractor.

The operating range shall be compatible with the total **PISTA® GRIT REMOVAL SYSTEM™** as described herein.
thickness of 7/8" (22 mm). Inlet and outlet connections shall be as shown on the drawings. The 250 GPM (15.8 lps) **PISTA® DURALYTE®** Grit Concentrator™ shall be provided by the Manufacturer of the **PISTA® GRIT CHAMBER™,** for installation by the contractor. The operating range shall be compatible with the total **PISTA® GRIT REMOVAL SYSTEM™** as described herein.

PROTECTION AGAINST CORROSION

All structural steel and cast iron surfaces shall be factory blasted with steel grit, in an environmentally controlled booth, to remove rust, mill scale, weld slag, etc. All weld spatter and surface roughness shall be removed by grinding. Surface preparation and cleanliness shall comply with SSPC-SP6 specifications. The surface profile shall be 2.0 mils (0.05 mm). Sandblasting is specifically prohibited. After blast cleaning, all surface contaminants, such as grease or oil, shall be removed before coating.

Immediately following cleaning, a single 6 mil (0.15 mm) minimum dry film thickness coating of VERSAPOX®, a self-priming Cycloaliphatic Amine Epoxy shall be factory applied to the cleaned components. After curing, a 2.5 mil (0.06 mm) minimum DFT top coating of semi-gloss XTRATHANE™, a moisture-cured Aliphatic Polyurethane protective finish, for abrasion resistance and weather protection, shall be applied to the exterior areas, except for the screw flights and shaft. These coatings shall be as formulated by Smith & Loveless specifically for this type of application and service.

Stainless steel, aluminum and other corrosion-resistant surfaces shall not be coated. Carbon steel surfaces not otherwise protected shall be coated with a suitable non-hardening rust preventative compound. Auxiliary components shall be furnished with the original manufacturer's coating.

Finish coating shall be accomplished prior to shipment of the equipment from the factory and shall comply fully with the intent of these specifications. A touch-up kit shall be provided by the manufacturer for repair of any mars or scratches occurring during shipping and installation. This kit shall contain detailed instructions for use.

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☐(304) (316) STAINLESS STEEL STRUCTURAL ITEMS [OPTIONAL: DESIGNER SELECT IF REQUIRED]

All structural stainless steel surfaces shall be dry abrasive blast cleaned to remove rust, mill scale, weld slag, etc. Cleanliness shall be to SSPC-SP16. The nominal surface profile shall be 0.75 mils. All blasted surfaces, including welds and cut edges, shall be coated completely with an environmentally friendly passivation solution and then thoroughly rinsed.to provide a uniform finish, and to add a transparent oxide film to protect the surface from future contamination.

CONTROL TRANSFORMER

☐ (OPTIONAL ITEM – CHECK IF SELECTED)

A properly sized insulating-type control transformer with fused primary and secondary shall be provided by the controls Manufacturer to supply power for controls and auxiliary devices necessary to semi-automatic operation. The control transformer shall have 208/230/460 Volt AC primary, 120-volt AC secondary, Class F insulation; with temperature rise not to exceed 115°C above a 40°C ambient.

☐ MODEL 15 PISTA® GRIT SCREW CONVEYOR WITH PARALLEL PLATE SEPARATOR (FOR USE WITH A 250 GPM (15.8 LPS) CONCENTRATOR) [DEWATERING OPTION #3 – CHECK IF SELECTED]

The **PISTA®** Grit Screw Conveyor shall be constructed of (epoxy coated carbon) (304 stainless) (316 stainless) steel with an inlet hopper to receive the mixture of water and grit. The hopper shall be equipped with an energy dissipation zone to prevent turbulence in the remaining portion of the hopper. The hopper shall have parallel plates located in the settling zone to improve retention of the fine grit. An overflow weir trough shall be provided to return the water to the system. The conveyor shall be freestanding with support legs to hold the conveyor at an angle of approximately 22°. The discharge shall be 8" (200 mm) diameter, plain-end pipe. The drive assembly shall be located at the discharge end.

The **PISTA®** Grit Screw Conveyor shall have an open, 3/16" (5 mm) steel U-trough. The screw shall be 9" (230 mm) in diameter. The conveyor shall be 15' (4.6 m) in length, with overall dimensions as shown on the drawing. The hopper shall have a 4" (100 mm) full-length outlet weir trough to minimize the overflow rate and carryover of the fine grit. The total surface area shall be a minimum of 22 square feet (2.1 meters squared).

OVERFLOW RATES: The maximum surface overflow rate (SOR) shall be 0.004 FPS (0.0012 MPS), and the maximum weir overflow rate shall be 12,000 GPD/FT of weir length (489 M³/D/M of weir length), at steady/normal operating flow conditions.

The screw shall run on anti-friction bearings at the outlet end, and a bronze bushing at the inlet end.

The dewatering screw conveyor lower bearing shall be provided with automatic motor driven lubricator, with a refillable reservoir to supply grease to the bearing surface. The reservoir and base shall be constructed of clear polycarbonate, to allow for visual inspection and monitoring of the grease supply. The lubricator shall fit to a thread size of 1/8" NPT and have a grease storage capacity of 17 oz. (500 cc). The operating temperature range shall be from -14°F (-10°C) to 131°F (55°C).

The inlet end shaft bushing shall be capable of being greased. The inlet end shall have two 2" (50 mm) drains. Clearance between the legs and the discharge outlet shall be as shown on the drawing.

The drive to the **Model 15 dewatering screw** shall be a parallel shaft, direct drive, 3 stage, high efficiency, single case, shaft-mounted helical gear reducer. The motor shall be 1 HP (0.8 kW), 1800 RPM, (TEFC) (Class 1, Division 1 rated) **[DESIGNER: SELECT AS REQUIRED]** 3-phase, 60 cycle, 460 volt with a 1.0 Service Factor. The screw speed shall be 10 RPM. The drive shall be mounted on a plate at the discharge end and the plate shall be bolted to the flanges on the trough.

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Electrical over-torque sensing with shutdown shall be provided to prevent damage to the unit.

A solid steel cover shall be provided over the hopper and trough openings. The inlet opening over the hopper shall not be covered.

PROTECTION AGAINST CORROSION

All structural steel and cast iron surfaces shall be factory blasted with steel grit, in an environmentally controlled booth, to remove rust, mill scale, weld slag, etc. All weld spatter and surface roughness shall be removed by grinding. Surface preparation and cleanliness shall comply with SSPC-SP6 specifications. The surface profile shall be 2.0 mils (0.05 mm). Sandblasting is specifically prohibited. After blast cleaning, all surface contaminants, such as grease or oil, shall be removed before coating.

Immediately following cleaning, a single 6 mil (0.15 mm) minimum dry film thickness coating of VERSAPOX®, a self-priming Cycloaliphatic Amine Epoxy shall be factory applied to the cleaned components. After curing, a 2.5 mil (0.06 mm) minimum DFT top coating of semi-gloss XTRATHANE™, a moisture-cured Aliphatic Polyurethane protective finish, for abrasion resistance and weather protection, shall be applied to the exterior areas, except for the screw flights and shaft. These coatings shall be as formulated by Smith & Loveless specifically for this type of application and service.

Stainless steel, aluminum and other corrosion-resistant surfaces shall not be coated. Carbon steel surfaces not otherwise protected shall be coated with a suitable non-hardening rust preventative compound. Auxiliary components shall be furnished with the original manufacturer's coating.

Finish coating shall be accomplished prior to shipment of the equipment from the factory and shall comply fully with the intent of these specifications. A touch-up kit shall be provided by the manufacturer for repair of any mars or scratches occurring during shipping and installation. This kit shall contain detailed instructions for use.

☐(304) (316) STAINLESS STEEL STRUCTURAL ITEMS [OPTIONAL: DESIGNER SELECT IF REQUIRED]

All structural stainless steel surfaces shall be dry abrasive blast cleaned to remove rust, mill scale, weld slag, etc. Cleanliness shall be to SSPC-SP16. The nominal surface profile shall be 0.75 mils. All blasted surfaces, including welds and cut edges, shall be coated completely with an environmentally friendly passivation solution and then thoroughly rinsed.to provide a uniform finish, and to add a transparent oxide film to protect the surface from future contamination.

MANUFACTURING QUALITY

The specified Manufacturer markets, designs, fabricates and manufactures the grit chamber equipment at its own U. S. facility. The Manufacturer shall have on staff registered engineers, both in process and design. This would be for providing current capabilities in these areas as well as future capabilities after the equipment is installed and operating, for the best long term interest of the Owner.

INSTALLATION AND OPERATING INSTRUCTIONS

Installation and operation shall be in accordance with instructions provided by the Manufacturer.

MANUFACTURER'S INSURANCE

ALL EQUIPMENT MANUFACTURERS, either direct or subcontractors to the general or mechanical contractors, SHALL HAVE in effect at TIME OF BID, CONTRACT AWARD, CONTRACT PERFORMANCE, and WARRANTY TERM, PRODUCT AND COMPREHENSIVE LIABILITY INSURANCE, INCLUDING SUDDEN AND ACCIDENTAL POLLUTION COVERAGE, in the amount of FIVE MILLION DOLLARS ($5,000,000) through an insurance company with a minimum rating of A+ (SUPERIOR) XV according to the BEST'S INSURANCE REPORTS. All policies must be written on an OCCURRENCE BASIS. Policies written on a CLAIMS MADE BASIS are not acceptable. The CERTIFICATE OF INSURANCE attesting to the specified coverage issued by the responsible carrier naming the ENGINEER OF RECORD and the OWNER as ADDITIONAL INSURED, must be presented to the named additional insured prior to contract award. A FAILURE TO COMPLY with this requirement BY

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THE BIDDER will require DISQUALIFICATION of the BID and CONTRACT AWARD.

STARTUP

The Manufacturer shall provide the services of a Factory-trained representative for a maximum period of _____ days on-site to assist with the initial startup, and to instruct the Owner's operating personnel in the operation and maintenance of the equipment.

WARRANTY

The Manufacturer of the equipment shall warrant for one (1) year from date of startup, not to exceed eighteen (18) months from date of shipment, that all equipment he provides will be free from defects in material and workmanship.

In the event a component fails to perform as specified, or is proven defective in service during the warranty period, the Manufacturer shall repair or replace, at his discretion, such defective part. The cost of labor and all other expenses resulting from replacement or replacement of parts is not included.
The repair or replacement of those items normally consumed in service such as seals, grease, light bulbs, etc., shall be considered as part of routine maintenance and upkeep.
It is not intended that the Manufacturer assume responsibility for contingent liabilities or consequential damages of any nature resulting from defects in design, material, workmanship or delays in delivery, replacement or otherwise.

MANUFACTURED EQUIPMENT

OPTION 1 (STANDARDIZATION) [DELETE THIS LINE FROM FINAL SPEC TEXT]

The specifications and drawings detail Smith & Loveless equipment and represent the minimum standard of quality for both equipment and materials of construction. The contractor shall prepare his bid on the basis of the particular equipment and materials specified for the purpose of determining the low bid.

The Owner has standardized on the named equipment in order to optimize their operation, maintenance, and safety programs, provide for interchangeability of costly equipment items, reduce stocking levels required for necessary spare parts and provide increased flexibility in the utilization of their facility. Equipment substitutions, since incompatible with the Owner's standardization program, will not be considered.

OPTION 2 (BASE BID WITH BID SUBMITTAL) [DELETE THIS LINE FROM FINAL SPEC]

The specifications and drawings detail Smith & Loveless equipment and represent the minimum standard of quality for both equipment and materials of construction. The contractor shall prepare his bid on the basis of this equipment for the purpose of determining the low bid without consideration of a possible substitute.
Substitution of other makes may be considered if the equipment proposed for substitution is superior or equal in quality and efficiency to the standards of quality named in the specifications and this is demonstrated to the satisfaction of the engineer. After award of the contract, a contractor wishing to offer a deduct for substitute equipment shall submit the following information with their proposal to the Engineer for review..

BID SUBMITTAL

This submittal shall include all necessary information for the proper determination of the acceptability of the proposed substitution and shall not necessarily be limited to the following.

A. Complete description of the equipment, system, process, or function, including a list of system components and features, drawings, catalog information and cuts, manufacturer's specifications, including materials description.
B. Performance data and curves, and horsepower requirements.
C. Outside utility requirements, such as water power, air, etc.
D. Functional description of any internal instrumentation and control supplied including list of parameters monitored, controlled, or alarmed.
E. Addresses and phone numbers of nearest service centers and a listing of the manufacturer's or manufacturer's representatives' services available at these locations, including addresses and phone numbers of the nearest parts warehouses capable of providing full parts replacement and/or repair services.
F. A list of five installations in the states where similar equipment by the manufacturer is currently in similar service; include contact name, telephone number, mailing address of the municipality or installation, engineer, owner, and installation

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contractor; if five installations do not exist, the list shall include all that do exist, if any.

G. Detailed information on site, architectural, structural, mechanical, plumbing, electrical, and control, and all other changes or modifications to the design and construction work necessary to adapt the equipment or systems to the arrangement shown and/or functions described on the drawings and in the technical specifications. This shall include plan view and section sketches illustrating any additional space requirements necessary to provide the minimum adequate clear space within and around the equipment for operation and maintenance, as shown on the drawings and specified.

H. All differences between the specifications and the proposed substitute equipment shall be clearly stated in writing under a heading of "differences".

I. Other specified submittal requirements listed in the detailed equipment and material specifications.

J. A completed and signed copy of the “Pump Station Certification Affidavit” which follows.

EVALUATION

Approval of the substitution to bid as an alternate shall in no way relieve the contractor from submitting the specified shop drawings for approval or complying fully with all provisions of the specifications and drawings.

If substituted equipment is accepted, the contractor shall, at his own expense, make any changes in the structures, piping, electrical, etc. necessary to accommodate the equipment. If engineering is required due to substitution of alternate equipment, the contractor shall pay for all engineering charges.

To receive final consideration, copies of the manufacturers' quotations for the equipment may be required to document the savings to the satisfaction of the engineer. It is the intent that the owner shall receive the full benefit of the savings in cost of equipment and the contractor's bid price shall be reduced by an amount equal to the savings. In all technical and other evaluations, the decision of the engineer is final.

PISTA® GRIT SYSTEM CERTIFICATION AFFIDAVIT

A submittal will be made to the Owner by manufacturers proposing alternate, unnamed equipment with their bid. Included in the submittal shall be full-size drawings and detailed specifications on the proposed system. Copies of the engineer’s plans and specifications will not be acceptable. Included in the bid submittal shall be the following completed checklist, signed by an officer of the company.

	YES	NO
PISTA® GRIT CHAMBER™		
Flat floor in upper chamber		
Stationary floor plate		
Heavy duty cast-iron bull gear		
Less than 1/4” (6 mm) headloss through the chamber		
Minimum of 2,600 installations		
PISTA® GRIT FLUIDIZER™ vanes at bottom of grit hopper, within 6” (150 mm) of suction inlet (no additional hp (kW), no moving parts)		
	YES	**NO**
PISTA® TURBO GRIT PUMP™		
Close-coupled pump design - no motor to pump shaft coupling		
Pump shaft diameter of 1-7/8” (48 mm) minimum through seal (for 4” (100 mm) pump –or– 2-1/8” (54 mm) for 6” (150 mm) pump) through seal		
Full diameter impeller shroud		
Stainless steel pump shaft		
Tapered shaft to impeller fit		
Maximum pump shaft overhang of 6” (150 mm) - lower bearing to impeller		
Bronze seal housing		
Class F motor insulation with Class B max motor temperature rise and 1.15 service factor		
Motor shaft run-out 0.003” (0.08 mm) max		

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Motor shaft centered to motor base with 0.005” (0.13 mm)		
Locked lower bearing and floating upper bearing		
Ni-Hard volute		
Ni-Hard impeller		
One-piece motor adapter/backhead		
Motor HP (kW) of _____ at _____ RPM		
Priming from low-pressure area behind the impeller (Top-Mounted Only)		
Resonant frequency pump prime detection system (Top-Mounted Only)		
Transparent priming bowl for operator monitoring (Top-Mounted Only)		
Hollow priming adapter for positive seal lubrication		
Vortex-type (**PISTA® TURBO™**) impeller		
Minimum 2-1/2” (65 mm) equivalent opening in priming passageways		
Product liability insurance, $5 million per specification		

	YES	NO
☐ **PISTA® NI-HARD 2-PIECE GRIT CONCENTRATOR – NI-HARD/NI-HARD**		
Two piece cast Ni-Hard construction		
Minimum thickness 1/2” (13 mm) in high-wear areas		
No liners required		
6” (150 mm) Vortex finder		
	YES	**NO**
☐ **PISTA® DURALYTE® 2-PIECE GRIT CONCENTRATOR - NI-HARD/DURALYTE®**		
2-Piece Construction: Solid cast Ni-Hard Top with Proprietary **DURALYTE®** Bottom Cone Construction		
Minimum thickness 1/2” (13 mm) in high-wear areas of Top and 3/4” (20 mm) in high-wear areas of Bottom Cone		
No liners required		
6” (150 mm) Vortex finder		
	YES	**NO**
DEWATERING PISTA® TURBO™ GRIT WASHER		
3 Wash Levels: hydro-flushing, air infusion, grit agitation		
Energy dissipation baffle		
Parallel plates in settling zone (minimum area of 17ft^2 (1.6 m^2) for Model 250 & 35.5ft^2 (3.3 m^2) for Model 500)		
Full width outlet trough minimizing fine grit carryover		
Mixer fluidizing vanes on screw with continuous shaft design off the flight segment		
8” (200 mm) dia. X 15’ (4.6 m) minimum screw length (Model 250) & 14” (356 mm) dia. X 17’ (5.2 m) minimum screw length (Model 500)		
	YES	**NO**
DEWATERING PISTA® SCREW CONVEYOR		
Energy dissipation baffle		
Parallel plates in settling zone (Minimum total surface area of 22 ft^2 (2.1 m^2) for Model 15 and 50 ft^2 (4.4 m^2) for Model 17)		
Double sided outlet weir trough (minimum weir length of 4’ (1.2 m))		
15’ (4.6 m) minimum screw length (Model 15) or 17’ (5.2 m) minimum screw length (Model 17)		

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STARTUP		
Performed by Factory personnel		

The consulting engineer shall be the sole judge of whether the proposed equipment is acceptable. The manufacturer shall have the responsibility of submitting sufficient information in one submission. Incomplete or inaccurate submittal data shall be cause for rejection of the proposed equipment.

By an officer of the company signing this affidavit, he has stated 100% compliance with the plans and specifications or as noted in above checklist, and further states he will supply or pay for all deficiencies found in the job submittals or after the unit is installed. The consulting engineer shall be the sole judge regarding compliance with the plans and specifications and shall be sole judge on the amount of moneys required if any deficiencies are found. Generally, the amount of money shall be related to, but not limited to, a 20-year design life.

_____
Signature of Company Officer

Corporate Seal
(Notarized)

_____
Title

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Smith & Loveless Inc.



Get the Specifics, for results you can see.

With more than 2,500 **PISTA®** Grit Chamber installations worldwide, Smith & Loveless continues to advance the science of grit removal with the patent pending **OPTIFLOW 270™** Baffle System for the **PISTA® 270™**. The **OPTIFLOW 270™** Baffle System brings previously unachieved grit removal efficiencies to new **PISTA® 270™** Grit Chambers, improving grit removal from 65% of 100 mesh (150 micron) grit and 85% of 70 mesh (210 micron) to 95% of 100 mesh (150 micron) during peak and low flows alike.

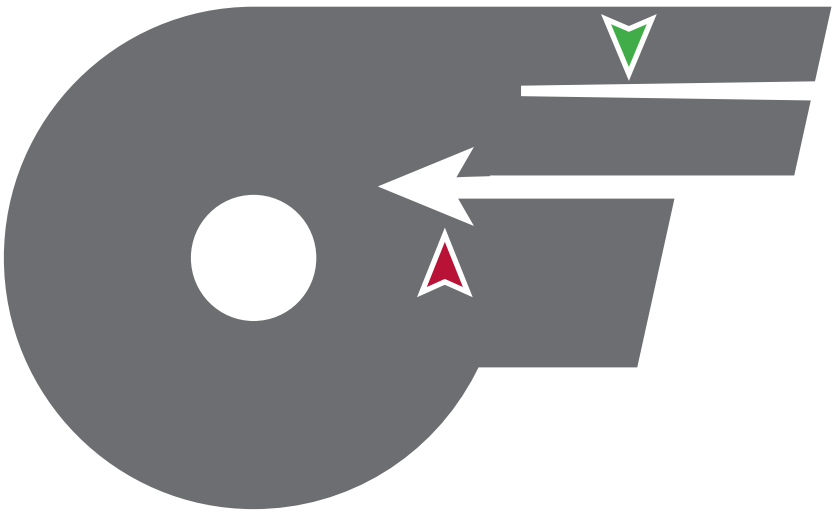
Designed by the team that created the **PISTA® 270™**, the **OPTIFLOW 270™B** baffle fits inside the grit chamber at the exit, directing the flow toward the hopper for an additional pass along the flat-bottomed chamber floor for grit removal. This revolutionary baffle reduces the weir effect at the outlet, keeping more fine grit within the chamber and improving the toroidal flow path within the **PISTA®** Grit Chamber. The **OPTIFLOW 270™LFB** baffle is installed on all units where the lowest flow rate is below 60% of the design rate. This inlet channel baffle maintains influent velocities to provide proper entry velocity into the main chamber vortex.

The key to grit removal excellence with the **PISTA® 270™** is its unique flat chamber floor design and forced vortex operation. Now these features have been enhanced with the **OPTIFLOW 270™** making higher grit removal efficiencies with the **PISTA® 270™** Grit Chamber reality.

	Grit Removal Efficiency		
	50 mesh grit (300 micron)	70 mesh Grit (210 micron)	100 mesh grit (150 micron)
PISTA® 270™	95%	85%	65%
New PISTA® 270™ with OPTIFLOW 270™ Baffle System	95%		

* **OPTIFLOW 270™** is also available as a retrofit option for existing 270 degree systems.
Direct existing 270 degree system inquiries to Smith & Loveless Retrofit Department at 1 (800) 922-9048 - select option 6.

OPTIFLOW 270™ Baffles



270™ B

The patent pending OPTIFLOW 270™ B Exit Baffle is the essential component to every OPTIFLOW 270™. Installed within the chamber at the exit, the 270™ B directs the flow toward the hopper for an additional pass along the flat-bottomed chamber floor for even more efficient grit removal.

The 270™ B increases grit removal efficiency to 95% down to 100 mesh (150 micron) on 270 degree grit chambers making it the premier 270 degree grit removal unit.

270™ LFB

The 270™LFB Low Flow Baffle keeps velocities on the influent channel between 1.6 to 3.5 fps, keeping grit flowing into the grit chamber.

The 270™LFB makes it possible for your unit to handle a wide range of flows while maintaining optimum channel velocity for grit transport with minimum turbulence, and to provide the proper entry velocity into the main chamber vortex.

Features and Benefits

Increased Removal Efficiency

Dramatically improve **PISTA® 270™** performance by installing the patent pending **OPTIFLOW 270™** Baffle System for 95% grit removal down to 100 mesh (150 micron).

Maximize Grit Capture

Improve vortex pathways, and enhance toroidal flow path.

Handle Large Flow Variations with a Single PISTA® 270™

Some regions experience large variations in flow from year-to-year and season-to-season. If the low flow for your **PISTA® 270™** is expected to fall below 60% of the design rate, the **OPTIFLOW 270™LFB** will keep grit moving through the inlet channel and into the grit chamber helping to maintain a grit removal efficiency of 95% of 100 mesh (150 micron) for your **PISTA® 270™**.



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PISTA® DURALYTE® Grit Concentrators
w/ Ni-Hard and Polyurethane Bottom Cones

Smith & Loveless Inc.





DURALYTE® w/ Ni-Hard Bottom Cone (Standard)

DURALYTE® w/ Polyurethane Bottom Cone (Lightweight)

Smith & Loveless 2-Piece **PISTA® DURALYTE®** Grit Concentrators offer durable and efficient grit concentrator performance with minimal O&M and quicker installation / removal than the competition. The standard 2-Piece **PISTA® DURALYTE®** Grit Concentrator with Ni-Hard Bottom Cone (starting at 61 lbs / 28 kg) effectively washes collected grit while providing added durability for harsh conditions and heavy grit, like applications with combined sewer systems or high I&I (infiltration and inflow). The 2-Piece **PISTA® DURALYTE®** Grit Concentrator with Polyurethane Bottom Cone is lightweight (starting at 15 lbs / 7 kg) and even easier to install or remove than the standard design. Both bottom cones are designed with a minimum thickness of 1.25" (3.2 cm) in high wear areas and feature a large discharge plain end grit outlet of 5.5" (14 cm) to minimize clogging. Both systems are available in standard 250 and 500 GPM models / 16 and 32 lps.

Features & Benefits

- Ni-hard bottom provides added protection against CSOs, high I&I and heavy grit loads
- Poly-urethane bottom easy to install / remove
- Effectively washes collected grit with less than five percent putrescible material
- Large discharge orifice minimizes clogging
- No wearing parts or liners for simple O&M



For maximum grit removal, PISTA® Grit Chamber should be complemented with S&L PISTA® Grit Handling and Dewatering components including Grit Concentrators. See "Why Concentrate" below and "Complete Grit Removal, Handling & Dewatering Flow Scheme" on page 2 for more info.





Product Features	DURALYTE® w/ Ni-Hard Bottom Cone	DURALYTE® w/ Polyurethane Bottom Cone	All Others
Effective in Harsh Conditions (CSOs, High I&I and Heavy Grit Loads)	✓		
Ni-Hard Top Construction (vs. Basic Carbon Steel for All Others)	✓	✓	
2-Piece Design for Ease Maintenance	✓	✓	
Lightweight (15 lbs / 7 kg)		✓	
Large 5.5" (14 cm) Diameter Outlet to Minimize Clogging	✓	✓	
Wear Liners Requiring Routine Replacement			✓

WHY CONCENTRATE?

PISTA® DURALYTE® Grit Concentrators effectively function as a primary grit washing and dewatering device, separating the pumped flow into basic components of water, organics and grit. Working in concert with the standard **PISTA®** Grit Screw Conveyor or premium **PISTA® TURBO™** Grit Washer which the concentrator snugly positions above and discharges into, **PISTA® DURALYTE®** Grit Concentrators overall performance achieves greater than 95 percent removal of the residual organic material.

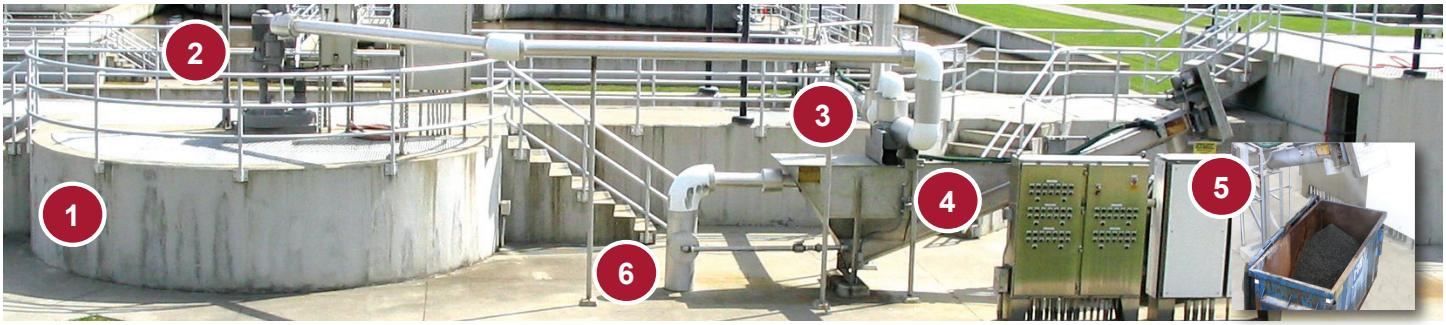
Installation and Removal Times / Model Weights

250 GPM Models / 16 lps	DURALYTE® Ni-Hard® (Standard Cone)	DURALYTE® Polyurethane (Lightweight Cone)	Other Concentrators (Typical)
Model Weights:	61 lbs / 28 kg	15 lbs / 7 kg	N/A
Installation / Removal Time:	20 Minutes	10 Minutes	3 Hours

500 GPM Models / 32 lps	DURALYTE® Ni-Hard® (Standard Cone)	DURALYTE® Polyurethane (Lightweight Cone)	Other Concentrators (Typical)
Model Weights:	208 lbs / 94 kg	34 lbs / 15 kg	N/A
Installation / Removal Time:	30 Minutes	20 Minutes	4 Hours

PISTA Grit Removal System

Complete Grit Removal, Handling & Dewatering System Flow Scheme



1. ***PISTA® Grit Chamber*** — Influent enters flat-floor grit chamber hydraulically guided by coanda ramp, internal baffles and central, low-speed propeller. Forced vortex drives grit particles to center chamber floor and into lower grit hopper while organics and flow continue to plant.

2. ***PISTA® TURBO™ Grit Pump*** — Top-mounted or remote mounted unit pumps collected grit slurry (kept fluid by the **PISTA®** Grit Fluidizer) to the **PISTA®**'s second-stage grit washing and dewatering system while also providing proper head.

3. ***PISTA® Grit Concentrator*** — Specifically engineered for the **PISTA®** system, this abrasion-resistant Ni-Hard unit washes grit further. It positions on the grit discharge line.

4. ***PISTA® Grit Screw Conveyor*** — Grit from the concentrator deposits into the parallel (lamella) plate section of the S&L dewatering screw conveyor, which aids in retaining finer grit and reducing the stream's turbulence and overflow rate.

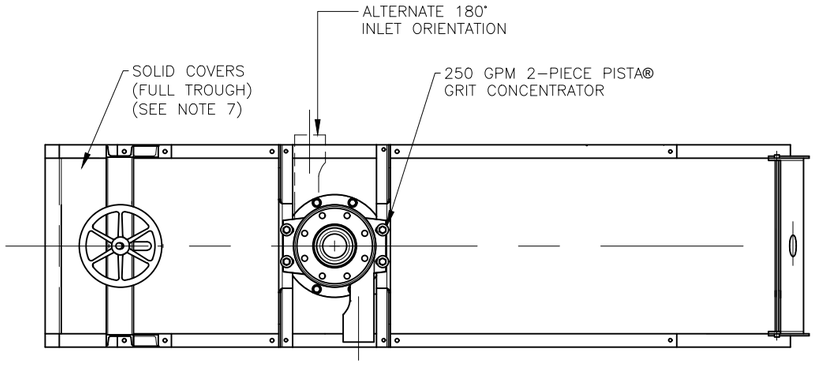
5. ***Dewatered Grit Discharges*** from the top of the inclined **PISTA®** Grit Screw Conveyor into a container for disposal.

6. ***The Flow and any Residual Organics are Returned*** to the inlet channel prior to the grit chamber, typically 93% of flow and 95% of organics.

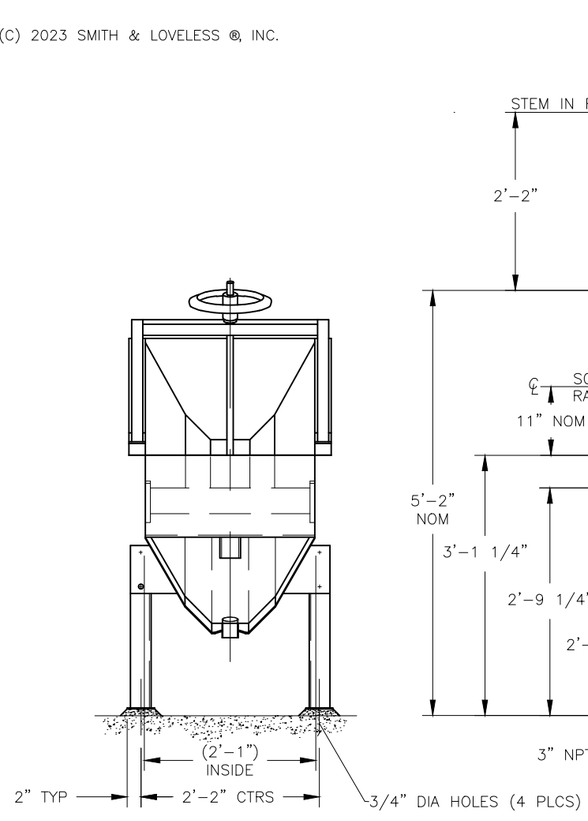
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GENERAL NOTES:

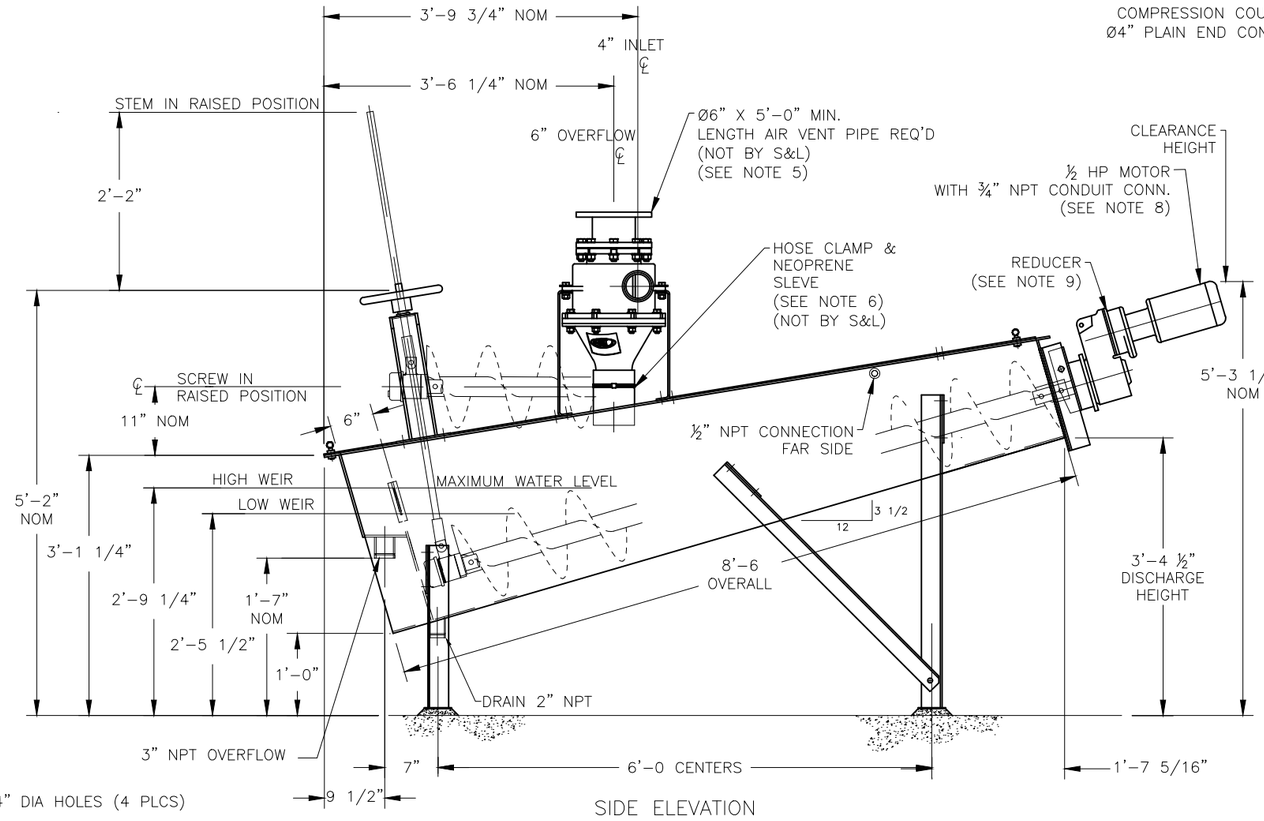
1. GROUTING OF EQUIPMENT TO BE DONE ONLY AFTER ALIGNMENT IS COMPLETED AND TEST RUN IS PERFORMED.
2. GRIT SCREW AUGER: 12" DIA X 8'–0" LG ⅜" THICK RH FLIGHTS. CONSULT FACTORY FOR OPTIONS AVAILABLE.
3. ALL GROUTING, FOUNDATION, AND ANCHORS PROVIDED BY OTHERS.
4. SEE DRAWING 67B643 FOR PISTA® 2–PIECE GRIT CONCENTRATOR DETAILS.
5. TOP OF GRIT CONCENTRATOR AIR VENT IS TO BE OPEN ENDED. ANY OBSTRUCTIONS RESTRICTING AIR FLOW INTO THE PIPING WILL RESULT IN DECREASED PERFORMANCE OF THE GRIT CONCENTRATOR.
6. THE NEOPRENE SLEEVE OUTLET CANNOT BE SUBMERGED. AIR MUST BE CAPABLE OF VENTING UP THROUGH THE SLEEVE INTO THE PISTA® 2–PIECE GRIT CONCENTRATOR. TERMINATE THE SLEEVE AT LEAST 6" ABOVE THE HIGH WATER LEVEL IN THE GRIT CLASSIFIER. IF THE SLEEVE IS OVER 5'–0" SLEEVE ATTACHES TO THE PISTA® 2–PIECE GRIT CONCENTRATOR OUTLET TO PERMIT PROPER VENTILATION.
7. SOLID COVERS ARE SUPPLIED STANDARD FOR. CONSULT FACTORY FOR OTHER OPTIONS AVAILABLE.
8. SEE SPECIFICATIONS FOR MOTOR DETAIL.
9. DIRECT DRIVE CONFIGURATION SHOWN. BELT DRIVEN OPTION AVAILABLE.
10. COPYRIGHT (C) 2023 SMITH & LOVELESS ®, INC.



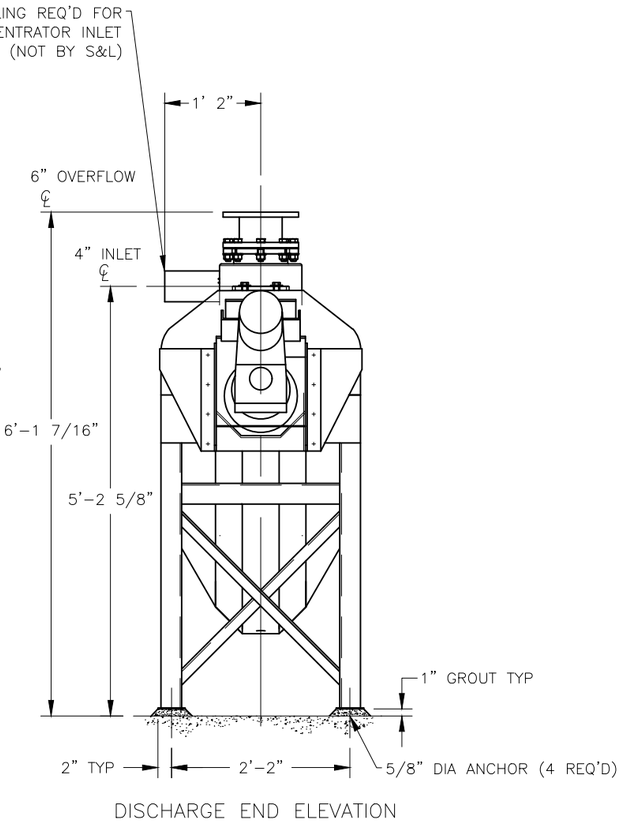
PLAN VIEW
DRIVE OMITTED FOR CLARITY



OVERFLOW END ELEVATION



SIDE ELEVATION



DISCHARGE END ELEVATION

CZS01008–001/A

				DRAWN BY: JMD	DATE: 8/3/2023	ALLOWABLE TOLERANCES	FOR BYRON, MN
				CHECKED BY: JJS	DATE: 8/3/2023	FRACTIONS –	SCHLOSS MODEL 12SW GRIT CLASSIFIER WITH 2–PC 250 GPM GRIT CONCENTRATOR GENERAL ARRANGEMENT
				APPROVED BY: RDL	DATE: 8/3/2023	DECIMALS –	SIZE / U/M / WT.
LET	ECN NO	DATE	BY APPV'D	SCALE: NTS	CODE:	ANGLES –	FILE NAME 34763–ZS–002.dwg / PLOT SCALE 1=1
ORIGINAL ISSUE				© Smith & Loveless, Inc. 2023			SERIAL NO 34763–ZS / DWG NO 34763–ZS–002 / REV A

SHEET 1 OF 1

RECIPIENT AGREES THE INFORMATION ON THIS DRAWING AND THE EQUIPMENT DEPICTED HEREIN IS CONFIDENTIAL, PROPRIETARY AND PROTECTED UNDER UNITED STATES AND FOREIGN INTELLECTUAL PROPERTY LAWS AND IS OWNED BY SMITH & LOVELESS, INC. UNLESS SPECIFIC WRITTEN CONSENT IS GIVEN BY SMITH & LOVELESS, INC., YOU MAY NOT COPY, REPRODUCE, TRANSMIT, DISPLAY, DISTRIBUTE, ALTER, OR OTHERWISE USE IN WHOLE OR IN PART ANY INFORMATION ON THIS DRAWING OR THE EQUIPMENT DEPICTED HEREIN, OR PERMIT SUCH ACTIONS TO BE TAKEN BY A THIRD PARTY. SMITH & LOVELESS, INC. TRANSFERS NO RIGHTS IN THIS DRAWING OR THE INFORMATION AND EQUIPMENT DEPICTED HEREIN. DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.

Smith & Loveless, Inc.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 5/26/2026 **Prepared by:** Ruth Holmes

Title of Item:
SOVEREIGN SUBMERGED LAND LEASE FOR COURTESY DOCK (RC):

RESOLUTION No. 36-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING ENTERING INTO A RENEWAL OF THE SOVEREIGN SUBMERGED LAND LEASE WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE, MODIFIED TO INCREASE THE LEASED SQUARE FOOTAGE OF THE CITY'S COURTESY DOCK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
This is a modified and renewed Sovereign Submerged Land Lease for the construction of the future courtesy dock. The current expiration date for this renewed lease is November 5, 2026.

Funding Source:
N/A

Recommended Action:
Approve Resolution 36-2026.

ATTACHMENTS:
1. R36-2026 Courtesy Dock Sovereign Submerged Land Lease
2. R36-2026 Exhibit A SSL Lease Mod - 2026

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 36-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING ENTERING INTO A RENEWAL OF THE SOVEREIGN SUBMERGED LAND LEASE WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE, MODIFIED TO INCREASE THE LEASED SQUARE FOOTAGE OF THE CITY'S COURTESY DOCK,; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, in 2002, the Board of Trustees of the Internal Improvement Trust Fund (TIIF) of the State of Florida authorized the lease of sovereign submerged land through the Department of Environmental Protection's (FDEP) Environmental Resource Permit (ERP) No.: 43-0194753-001 for the purpose of construction and operation of the City's Courtesy Dock located within the St. Lucie River behind City Hall; and

WHEREAS, FDEP and the City have modified and renewed the ERP three times since the original issue date in 2002; and

WHEREAS, since the original 2002 ERP for the Courtesy Dock, TIIF has begun to require stand alone leases, in addition to ERPs, for the use of sovereign submerged land underlying waters of the state; and

WHEREAS, the City has requested a modification of the ERP to allow for a new Courtesy Dock that will expand the footprint of the existing dock; and

WHEREAS, for the ERP modification, TIIF is requiring the City enter into a Lease Renewal and Modification for the Sovereign Submerged Land for the expanded footprint for the City's Courtesy Dock is attached here as Exhibit "A"; and

WHEREAS, TIIF staff has informed the City that the Lease Renewal and Modification must have the same expiration date as the existing ERP, which is November 5, 2026; and

WHEREAS, the City will request a subsequent renewal of the Lease near the November 5, 2026 expiration date.

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

SECTION 1: The above referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The Mayor is authorized to execute the Renewal and Modification of the Sovereign Submerged Land Lease with the Board of the Internal Improvement Trust Fund of the State of Florida for the construction and operation of the expanded footprint of the City's Courtesy dock with an expiration date of November 5, 2026.

SECTION 3: This resolution shall take effect immediately upon its adoption.

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

	YES	NO	ABSENT	ABSTAIN
SEAN REED, MAYOR				
VACANT, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

_____	_____
MARY R. KINDEL, MMC	SEAN REED
CITY CLERK	MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

This Instrument Prepared By:
Celeda Wallace
Action No. 41148
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE
RENEWAL AND MODIFICATION TO INCREASE SQUARE FOOTAGE

BOT FILE NO. 432916926
PA No. 43-0330221-005-EI

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Stuart, a Florida municipal corporation, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 05, Township 38 South, Range 41 East, in St. Lucie River, Martin County, Florida, containing 99,729 square feet, more or less, as is more particularly described and shown on Attachment A, dated December 23, 2025.

TO HAVE THE USE OF the hereinabove described premises from March 5, 2025, the effective date of this modified lease renewal, through November 5, 2026, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 44-slip courtesy dock, public over water marginal river walk to be used exclusively for mooring of recreational vessels in conjunction with an upland municipal complex, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 43-0194753-001, dated May 28, 2002, Consolidated Environmental Resource Permit No. 43-0194753-002, dated October 31, 2003, and Consolidated Environmental Resource Permit No. 43-0330221-005-EI, dated January 3, 2025, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Stuart, Florida
121 SW Flagler Drive
Stuart, Florida 34996

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in “cruises to nowhere,” where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit mooring, on either a temporary or permanent basis along all sides of the boardwalk, except where mooring is authorized. To ensure compliance, the Lessee shall place and maintain signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

B. Mooring at this docking facility is temporary and transient in nature and mooring between the hours of midnight and 5:00 a.m. is prohibited. This docking facility shall be made available to the general public on a first come, first served basis each day when this docking facility opens.

C. The Lessee shall provide recycling bins for the separation and recycling of monofilament line.

D. Within 30 days after the completion of construction of the docking facility, the Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. The Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. The Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, “Manatee Educational Signs,” which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street – 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

E. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Florida Department of Environmental Protection
Division of State Lands
3800 Commonwealth Blvd
Tallahassee, FL 32399

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____ 20_____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

_____

Notary Public, State of Florida

_____

Printed, Typed or Stamped Name

My Commission Expires:

_____

Commission/Serial No._____

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

_____

Signature: _____

Printed Name: _____

Address: _____

_____

City of Stuart, a Florida municipality (SEAL)

BY: _____
Original Signature of Executing Authority

Sean Reed
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

City of Stuart, Florida
121 SW Flagler Drive
Stuart, Florida 34996

"LESSEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this day _____ of _____ , 20__ , by Sean Reed as Mayor, for and on behalf of City of Stuart, a Florida municipality. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

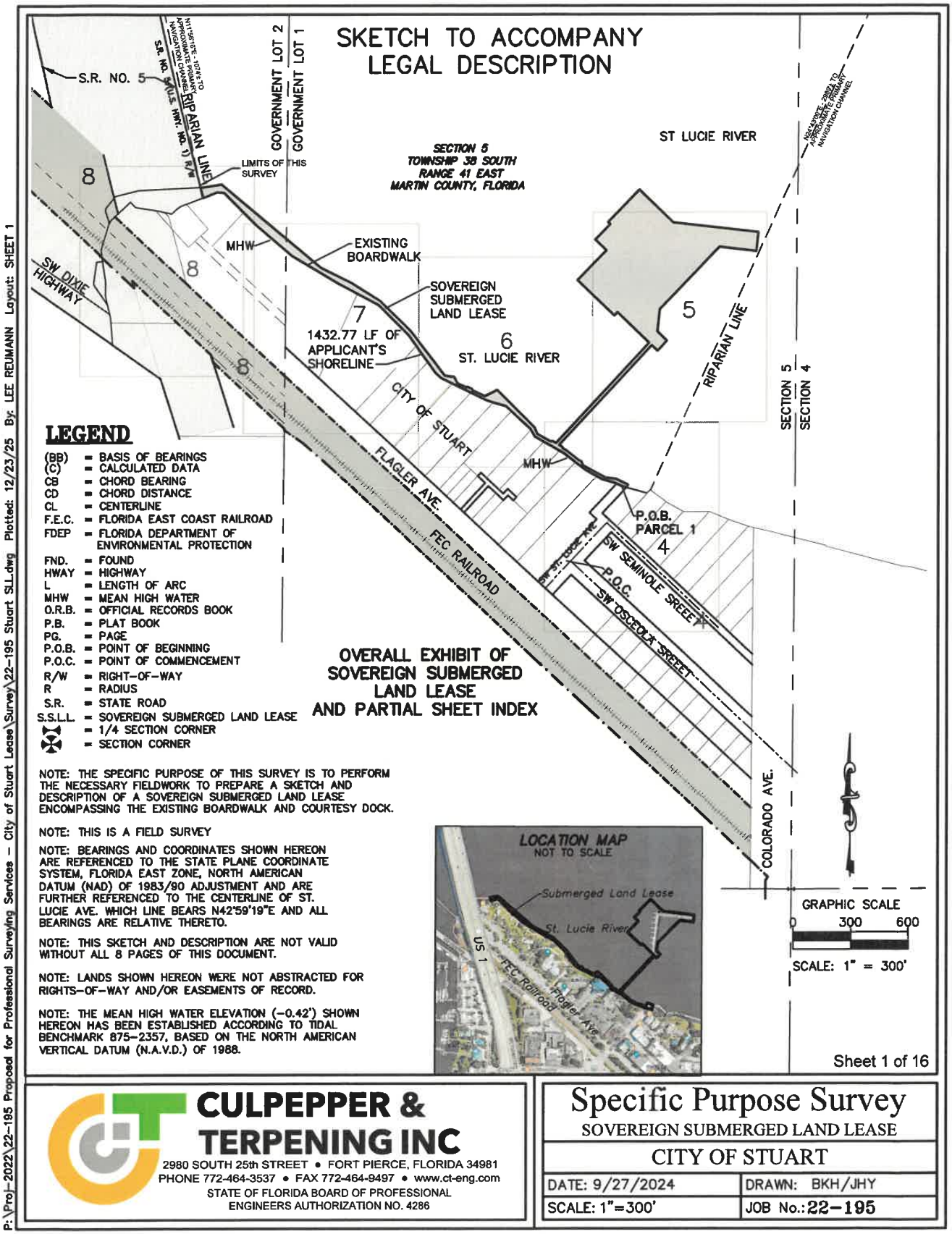
_____

Commission/Serial No._____

_____
Signature of Notary Public

Notary Public, State of _____

_____
Printed, Typed or Stamped Name


SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
S.R. NO. 5
S.R. NO. 5 (U.S. HWY. NO. 1) R/W
RIPARIAN LINE
GOVERNMENT LOT 2
GOVERNMENT LOT 1
LIMITS OF THIS SURVEY
SECTION 5
TOWNSHIP 38 SOUTH
RANGE 41 EAST
MARTIN COUNTY, FLORIDA
ST LUCIE RIVER
MHW
EXISTING BOARDWALK
SOVEREIGN SUBMERGED LAND LEASE
1432.77 LF OF APPLICANT'S SHORELINE
ST. LUCIE RIVER
SW DIXIE HIGHWAY
CITY OF STUART
FLAGLER AVE.
FEC RAILROAD
MHW
P.O.B. PARCEL 1
P.O.C.
SW SEMINOLE STREET
SW OSCEOLA STREET
RIPARIAN LINE
SECTION 5
SECTION 4
COLORADO AVE.
LEGEND
(BB) = BASIS OF BEARINGS
(C) = CALCULATED DATA
CB = CHORD BEARING
CD = CHORD DISTANCE
CL = CENTERLINE
F.E.C. = FLORIDA EAST COAST RAILROAD
FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FND. = FOUND
HWAY = HIGHWAY
L = LENGTH OF ARC
MHW = MEAN HIGH WATER
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
R = RADIUS
S.R. = STATE ROAD
S.S.L.L. = SOVEREIGN SUBMERGED LAND LEASE
= 1/4 SECTION CORNER
= SECTION CORNER
OVERALL EXHIBIT OF SOVEREIGN SUBMERGED LAND LEASE AND PARTIAL SHEET INDEX
NOTE: THE SPECIFIC PURPOSE OF THIS SURVEY IS TO PERFORM THE NECESSARY FIELDWORK TO PREPARE A SKETCH AND DESCRIPTION OF A SOVEREIGN SUBMERGED LAND LEASE ENCOMPASSING THE EXISTING BOARDWALK AND COURTESY DOCK.
NOTE: THIS IS A FIELD SURVEY
NOTE: BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983/90 ADJUSTMENT AND ARE FURTHER REFERENCED TO THE CENTERLINE OF ST. LUCIE AVE. WHICH LINE BEARS N42°59'19"E AND ALL BEARINGS ARE RELATIVE THERETO.
NOTE: THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT ALL 8 PAGES OF THIS DOCUMENT.
NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
NOTE: THE MEAN HIGH WATER ELEVATION (-0.42') SHOWN HEREON HAS BEEN ESTABLISHED ACCORDING TO TIDAL BENCHMARK 875-2357, BASED ON THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.
LOCATION MAP
NOT TO SCALE
Submerged Land Lease
St. Lucie River
US 1
FEC Railroad
Flagler Ave
GRAPHIC SCALE
0 300 600
SCALE: 1" = 300'
Sheet 1 of 16
CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286
Specific Purpose Survey
SOVEREIGN SUBMERGED LAND LEASE
CITY OF STUART
DATE: 9/27/2024
DRAWN: BKH/JHY
SCALE: 1"=300'
JOB No.: 22-195
P:\Proj-2022\22-195 Proposed for Professional Surveying Services - City of Stuart Lease\Survey\22-195 Stuart SLL.dwg Plotted: 12/23/25 By: LEE REUMANN Layout: SHEET 1

LEGAL DESCRIPTION

LEGAL DESCRIPTION PARCEL 1
SOVEREIGN SUBMERGED LAND LEASE

All those sovereign lands of the State of Florida lying within the following described area;

A parcel of submerged land lying in the St. Lucie River and being in Section 5, Township 38 South, Range 41 East, City of Stuart, Martin County, Florida;

Commencing at a point marked by a Parker Kaylon nail at the centerline intersection of SW St. Lucie Avenue and SW Osceola Street and running thence North 42°59'19" East (basis of bearings)) along the centerline of said SW St Lucie Avenue as shown on a Specific Purpose Survey of Osceola Avenue (Maintenance Map), recorded in Plat Book 15 at page 23, public records of said Martin County, Florida, a distance of 135.00 feet to an intersection with the centerline of SW Seminole Street; thence North 42°59'19"East a distance of 10.00 feet to a point on the Southwesterly bounds of lot 1 as shown on the plat of Feroe's subdivision, recorded in Plat Book 2 at page 25, public records of Palm Beach County, now Martin County, Florida; Thence North 46°55'15" West along the Southwesterly bounds of said lot 1 a distance of 25.00 feet: thence North 42°59'19" East along the Northwesterly bounds of said lot 1 a distance of 90.67 feet to a point on the Mean High Water Line of the St. Lucie River and the POINT OF BEGINNING of the herein described parcel;

From the above described POINT OF BEGINNING run thence along said Mean High Water Line the following 22 courses and distances; 1) North 74°20'23" West, a distance of 11.35 feet; 2) thence North 64°07'15" West, a distance of 20.58 feet; 3) thence North 74°26'41" West, a distance of 33.92 feet; 4) thence North 60°29'55" West, a distance of 47.00 feet; 5) thence North 53°01'46" West, a distance of 28.37 feet; 6) thence North 51°20'47" West, a distance of 43.16 feet; 7) thence North 60°28'01" West, a distance of 86.91 feet; 8) thence North 29°20'56" West, a distance of 21.80 feet; 9) thence North 46°58'45" West, a distance of 87.81 feet; 10) thence North 74°36'14" West, a distance of 32.04 feet; 11) thence North 71°36'03" West, a distance of 20.73 feet; 12) thence North 64°09'06" West, a distance of 131.12 feet; 13) thence North 48°22'06" West, a distance of 19.71 feet; 14) thence North 35°31'19" West, a distance of 119.88 feet; 15) thence North 45°02'11" West, a distance of 108.70 feet; 16) thence North 61°48'43" West, a distance of 114.10 feet; 17) thence North 59°04'20" West, a distance of 142.45 feet; 18) thence North 49°26'38" West, a distance of 121.41 feet; 19) thence North 44°42'07" West, a distance of 117.46 feet; 20) thence North 86°55'55" West, a distance of 17.95 feet; 21) thence South 67°58'18" West, a distance of 32.54 feet; 22) thence South 69°57'51" West, a distance of 6.20 feet to a point on the East Right Of Way Line of U.S. Highway No. 1 (Roosevelt Bridge) as recorded in Florida Department Of Transportation Right Of Way Map, Section 89010–2548; said point being the beginning of a non–tangent curve, concave to the Northwest having a radius of 11,297.91 feet, the chord of which bears North 14°43'58" West, a chord distance of 27.79 feet; Thence departing said Mean High Water Line along the arc of said curve, and said East right of–way line, through a central angle of 00°08'27", a distance of 27.79 feet; thence North 87°11'33" East, departing said East right of way line, a distance of 9.63 feet; thence North 80°45'24" East, a distance of 45.81 feet; thence South 49°56'43" East, a distance of 134.06 feet; thence South 49°57'22" East, a distance of 199.65 feet; thence South 63°38'02" East, a distance of 87.57 feet; thence South 57°48'34" East, a distance of 84.81 feet; thence South 45°42'33" East, a distance of 112.28 feet; thence South 37°40'10" East, a distance of 144.61 feet; thence South 77°48'34" East, a distance of 9.63 feet; thence South 84°17'35" East, a distance of 15.91 feet; thence South 26°12'14" East, a distance of 18.79 feet; thence South 65°13'59" East, a distance of 25.17 feet; thence North 68°13'42" East, a distance of 3.94 feet; thence South 65°50'16" East, a distance of 12.57 feet; thence South 22°21'34" East, a distance of 4.52 feet; thence South 65°16'27" East, a distance of 34.95 feet; thence North 63°25'03" East, a distance of 35.65 feet; thence South 45°13'13" East, a distance of 135.42 feet; thence South 22°47'00" East, a distance of 19.58 feet; thence South 60°44'04" East, a distance of 39.68 feet; thence North 75°50'30" East, a distance of 4.66 feet; thence South 60°52'43" East, a distance of 10.22 feet; thence North 42°44'35" East, a distance of 170.03 feet; thence North 42°47'31" East, a distance of 180.98 feet;

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STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

Specific Purpose Survey	
SOVEREIGN SUBMERGED LAND LEASE	
CITY OF STUART	
DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: NONE	JOB No.: 22–195

P:\Proj–2022\22–195 Proposal for Professional Surveying Services – City of Stuart Lease\Survey\22–195 Stuart SLL.dwg Plotted: 12/23/25 By: LEE REUMANN Layout: SHEET 2

LEGAL DESCRIPTION

Parcel 1 Continued:

Thence North 46°04'12" West, a distance of 113.12 feet; Thence South 43°57'09" West, a distance of 11.47 feet; Thence North 46°02'51" West, a distance of 130.93 feet; Thence North 43°57'09" East, a distance of 106.40 feet; Thence North 46°00'50" West, a distance of 39.75 feet; Thence North 43°56'17" East, a distance of 55.17 feet; Thence North 46°03'35" West, a distance of 7.87 feet; Thence North 43°57'09" East, a distance of 115.49 feet; Thence South 46°02'56" East, a distance of 121.41 feet; Thence South 83°33'40" East, a distance of 223.17 feet; Thence South 06°26'20" West, a distance of 49.02 feet; Thence North 83°33'40" West, a distance of 96.98 feet; Thence South 43°57'09" West, a distance of 222.52 feet; Thence South 06°11'02" West, a distance of 57.53 feet; Thence South 46°02'51" East, a distance of 34.15 feet; Thence South 42°27'40" West, a distance of 35.49 feet; Thence North 46°07'02" West, a distance of 20.66 feet; thence South 42°46'36" West, a distance of 180.96 feet; thence South 42°44'43" West, a distance of 167.98 feet; thence South 60°08'14" East, a distance of 8.75 feet; thence South 21°18'07" East, a distance of 4.51 feet; thence South 58°25'17" East, a distance of 11.39 feet; thence South 51°16'58" East, a distance of 40.53 feet; thence South 69°23'07" East, a distance of 6.32 feet; thence South 24°30'57" East, a distance of 12.00 feet; thence South 61°20'02" East, a distance of 65.12 feet; thence South 82°38'05" East, a distance of 27.86 feet; thence South 64°00'39" East, a distance of 33.69 feet; thence South 30°14'49" West, a distance of 8.33 feet to the POINT OF BEGINNING.

Containing 99,729.36 square feet or 2.289 acres, more or less.

FLORIDA DEP
BSM APPROVED
BY Charles A. Botts
DATE 01/06/2026

Digitally signed by LEE REUMANN
DN: CN=LEE REUMANN,
O=Unaffiliated, C=US
Date: 2025.12.23 13:57:20-05'00'

DATE

LEE B. REUMANN
Professional Surveyor & Mapper
Florida Certificate No. 7222

CERTIFIED TO:
THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

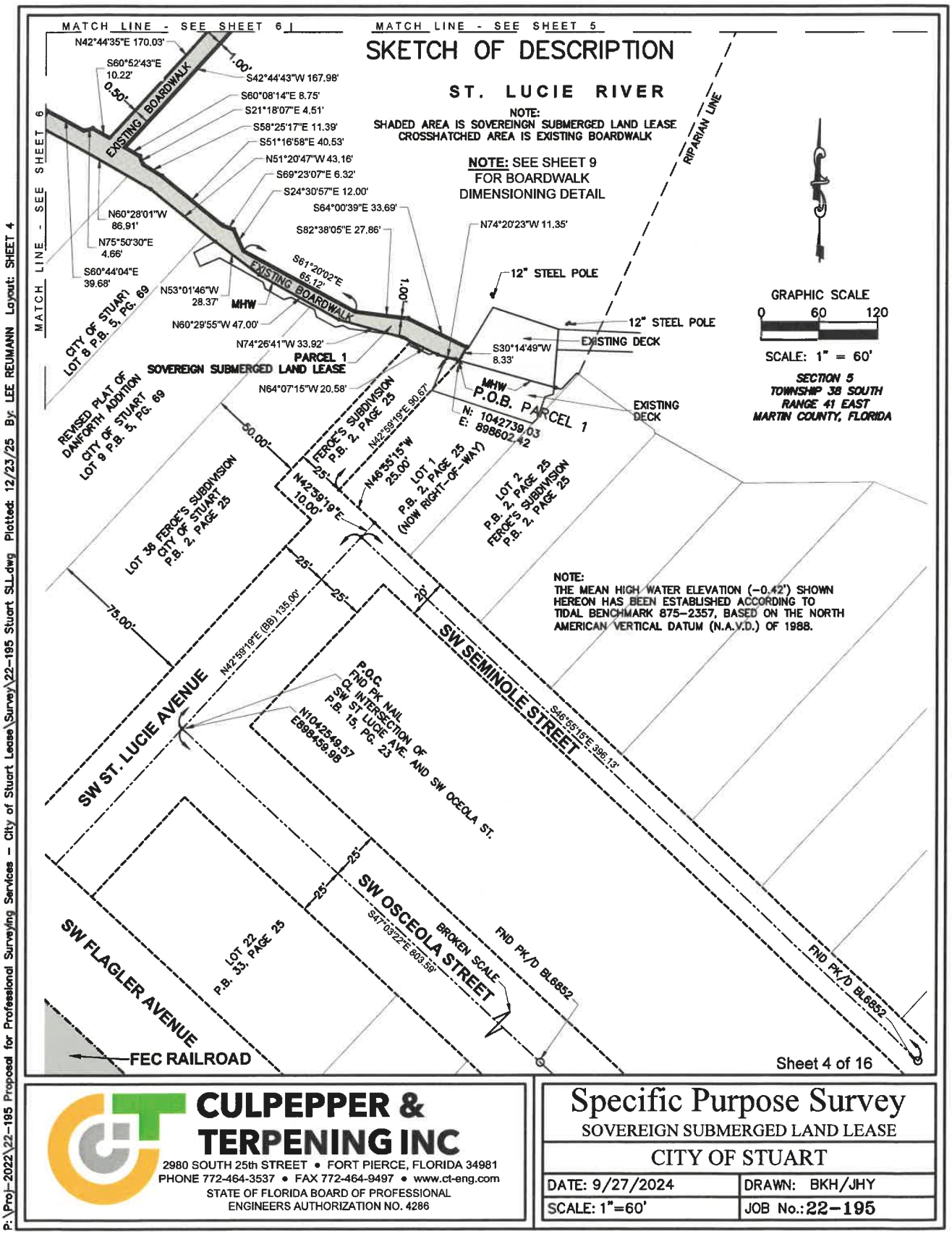
11/18/25 | JDJ | REVISED TO REMOVE DECK AREA
12/23/25 | LBR | REVISED TO ADD MISSING DIMENSIONS (SHEET 5)

Sheet 3 of 16

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STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

Specific Purpose Survey	
SOVEREIGN SUBMERGED LAND LEASE	
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DATE: 9/27/2024	DRAWN: BKH/JHY
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P:\Proj-2022\22-195 Proposal for Professional Surveying Services - City of Stuart Lease\Survey\22-195 Stuart SLL.dwg Plotted: 12/23/25 By: LEE REUMANN Layout: SHEET 3



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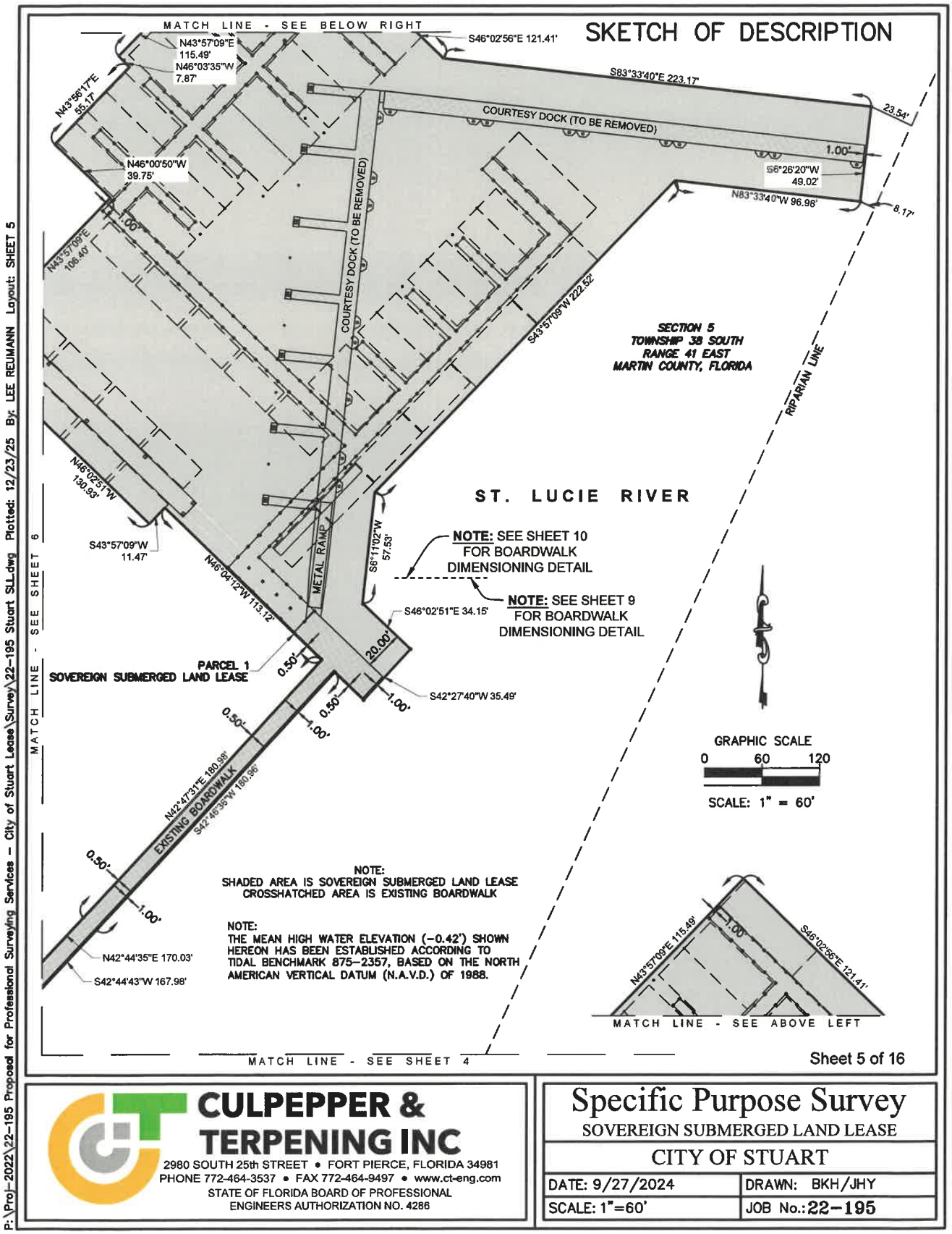
Specific Purpose Survey

SOVEREIGN SUBMERGED LAND LEASE

CITY OF STUART

DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: 1"=60'	JOB No.: 22-195

P:\Proj-2022\22-195 Proposal for Professional Surveying Services - City of Stuart Lease\Survey\22-195 Stuart SLL.dwg Plotted: 12/23/25 By: LEE REUMANN Layout: SHEET 4



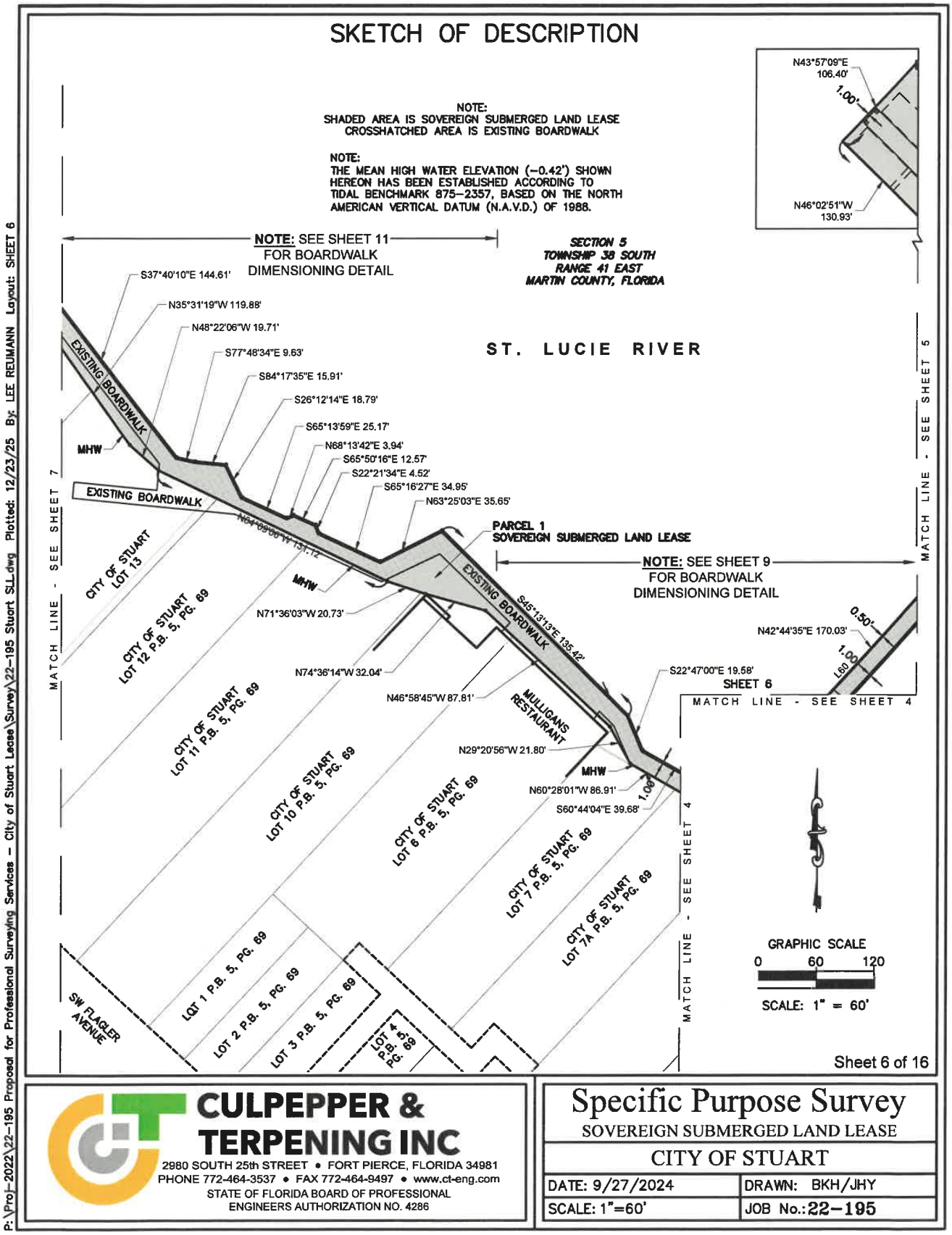
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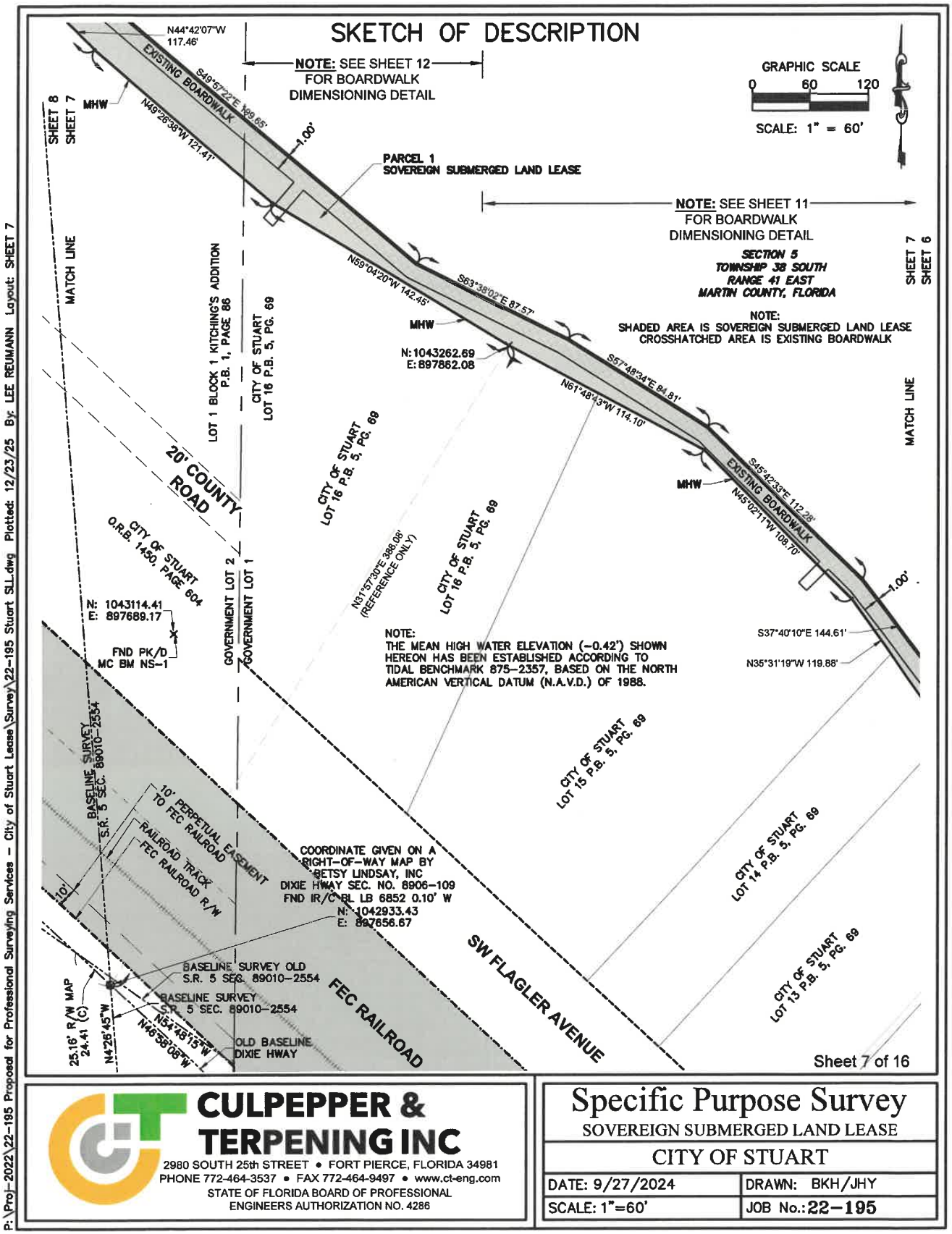
Specific Purpose Survey

SOVEREIGN SUBMERGED LAND LEASE

CITY OF STUART

DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: 1"=60'	JOB No.: 22-195


SKETCH OF DESCRIPTION
NOTE:
SHADED AREA IS SOVEREIGN SUBMERGED LAND LEASE
CROSSHATCHED AREA IS EXISTING BOARDWALK
NOTE:
THE MEAN HIGH WATER ELEVATION (-0.42') SHOWN HEREON HAS BEEN ESTABLISHED ACCORDING TO TIDAL BENCHMARK 875-2357, BASED ON THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.
NOTE: SEE SHEET 11
FOR BOARDWALK
DIMENSIONING DETAIL
SECTION 5
TOWNSHIP 38 SOUTH
RANGE 41 EAST
MARTIN COUNTY, FLORIDA
ST. LUCIE RIVER
N43°57'09"E
106.40'
1.00'
N46°02'51"W
130.93'
S37°40'10"E 144.61'
N35°31'19"W 119.88'
N48°22'06"W 19.71'
S77°48'34"E 9.63'
S84°17'35"E 15.91'
S26°12'14"E 18.79'
S65°13'59"E 25.17'
N68°13'42"E 3.94'
S65°50'16"E 12.57'
S22°21'34"E 4.52'
S65°16'27"E 34.95'
N63°25'03"E 35.65'
EXISTING BOARDWALK
MHW
N64°09'06"W 131.12'
PARCEL 1
SOVEREIGN SUBMERGED LAND LEASE
NOTE: SEE SHEET 9
FOR BOARDWALK
DIMENSIONING DETAIL
MATCH LINE - SEE SHEET 7
MATCH LINE - SEE SHEET 6
CITY OF STUART LOT 13
CITY OF STUART LOT 12 P.B. 5, PG. 69
CITY OF STUART LOT 11 P.B. 5, PG. 69
CITY OF STUART LOT 10 P.B. 5, PG. 69
CITY OF STUART LOT 6 P.B. 5, PG. 69
CITY OF STUART LOT 7 P.B. 5, PG. 69
CITY OF STUART LOT 7A P.B. 5, PG. 69
N71°36'03"W 20.73'
N74°36'14"W 32.04'
N46°58'45"W 87.81'
S45°13'13"E 135.42'
N42°44'35"E 170.03'
0.50'
1.00'
L60
S22°47'00"E 19.58'
SHEET 6
MATCH LINE - SEE SHEET 4
MULLIGANS RESTAURANT
N29°20'56"W 21.80'
MHW
N60°28'01"W 86.91'
S60°44'04"E 39.68'
1.00'
MATCH LINE - SEE SHEET 4
SW FLAGLER AVENUE
LOT 1 P.B. 5, PG. 69
LOT 2 P.B. 5, PG. 69
LOT 3 P.B. 5, PG. 69
LOT 4 P.B. 5, PG. 69
GRAPHIC SCALE
0 60 120
SCALE: 1" = 60'
Sheet 6 of 16
P:\Proj-2022\22-195 Proposed for Professional Surveying Services - City of Stuart Lease\Survey\22-195 Stuart SLL.dwg Plotted: 12/23/25 By: LEE REUMANN Layout: SHEET 6
CULPEPPER & TERPENING INC
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STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286
Specific Purpose Survey
SOVEREIGN SUBMERGED LAND LEASE
CITY OF STUART
DATE: 9/27/2024
DRAWN: BKH/JHY
SCALE: 1"=60'
JOB No.: 22-195



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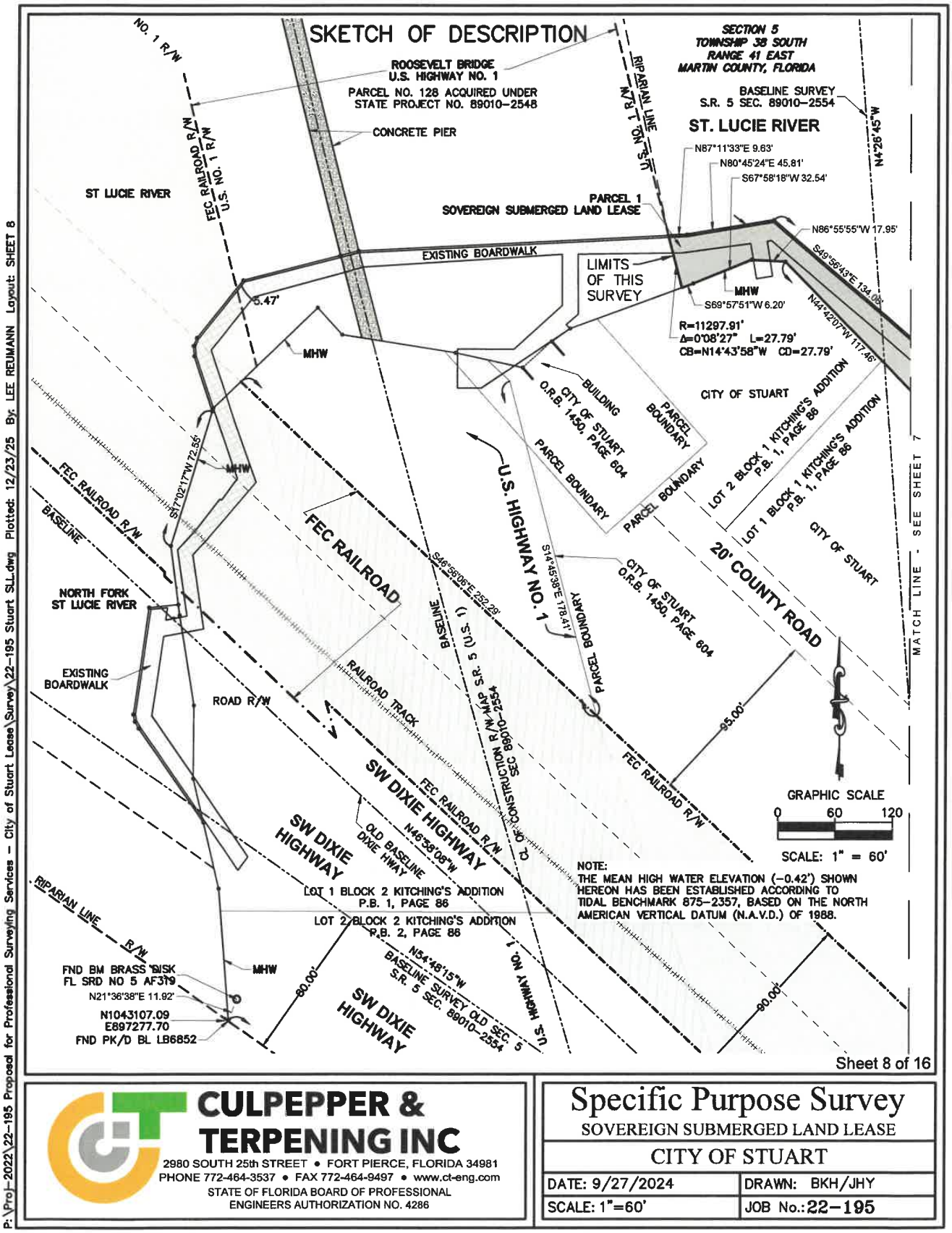
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Specific Purpose Survey

SOVEREIGN SUBMERGED LAND LEASE

CITY OF STUART

DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: 1"=60'	JOB No.: 22-195



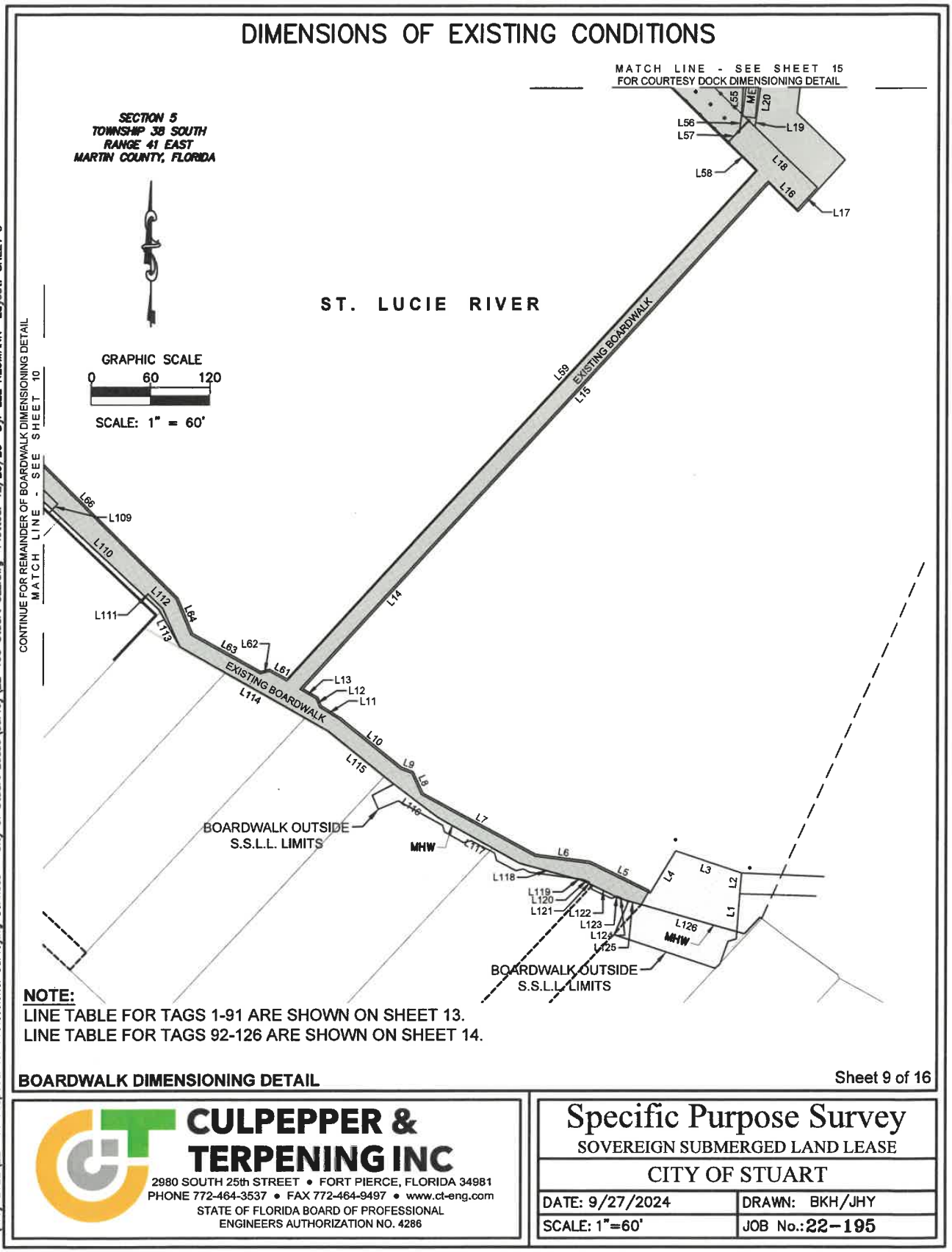
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Specific Purpose Survey

SOVEREIGN SUBMERGED LAND LEASE

CITY OF STUART

DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: 1"=60'	JOB No.: 22-195

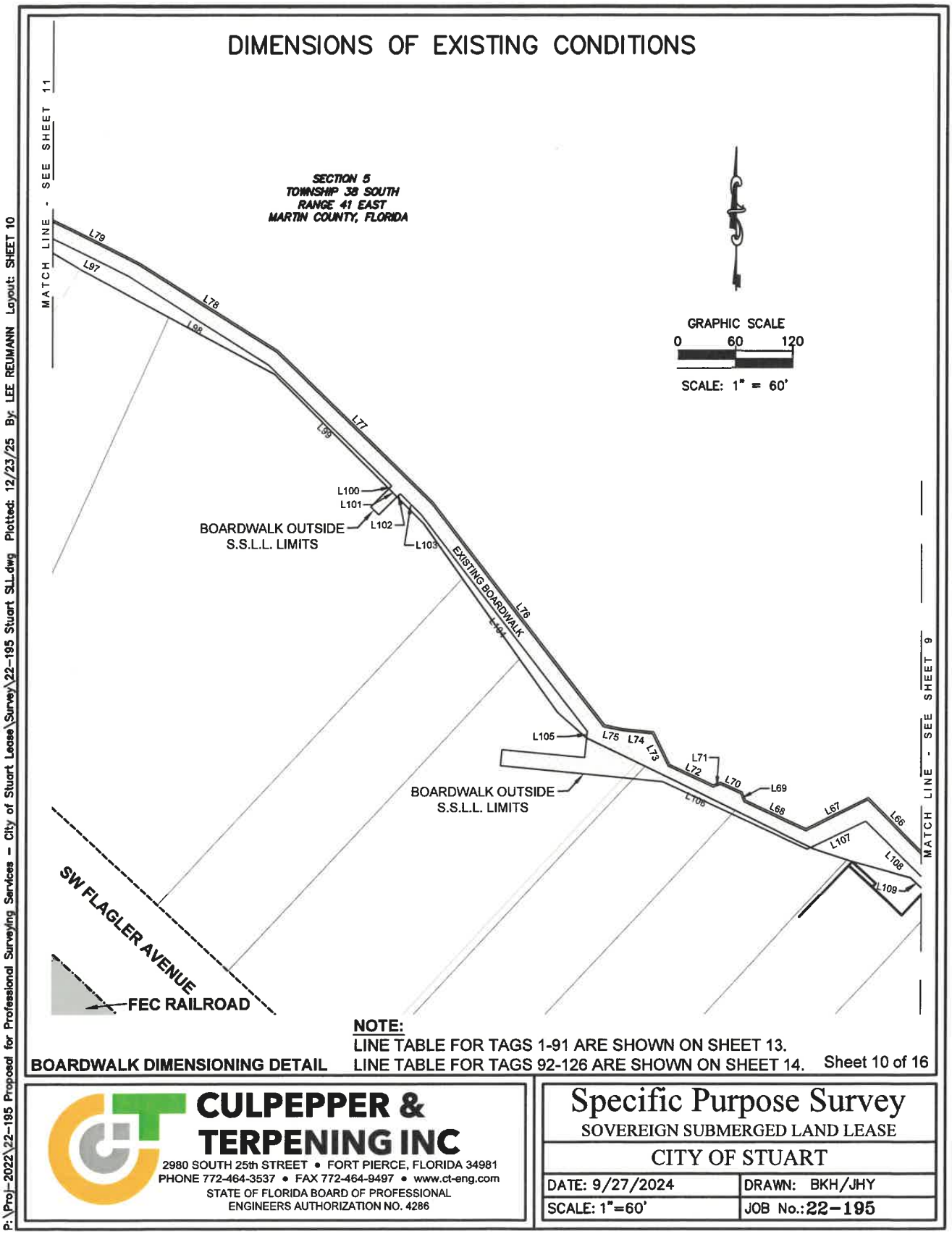


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SOVEREIGN SUBMERGED LAND LEASE
CITY OF STUART

DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: 1"=60'	JOB No.: 22-195

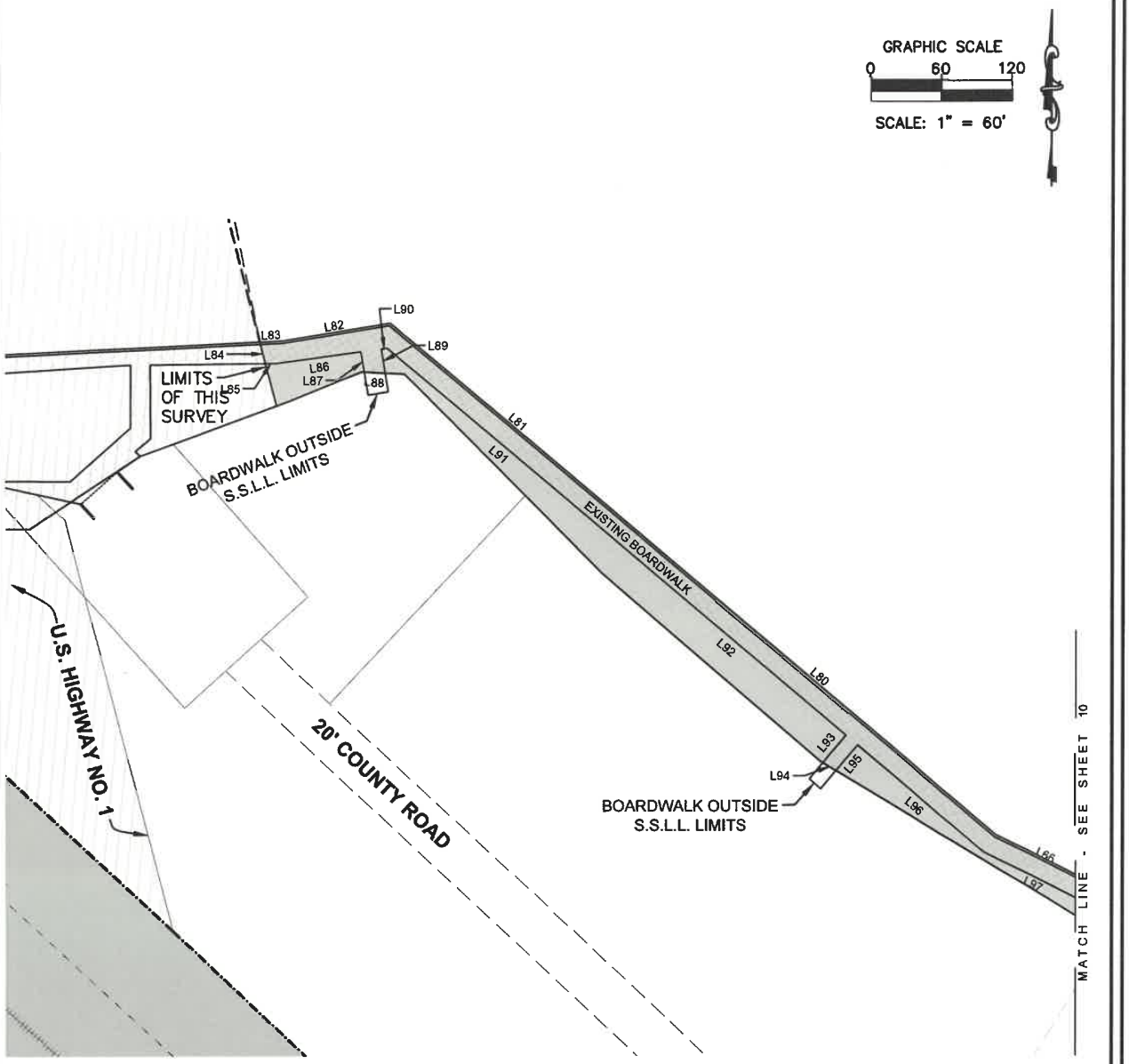
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Specific Purpose Survey	
SOVEREIGN SUBMERGED LAND LEASE	
CITY OF STUART	
DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: 1"=60'	JOB No.:22-195

DIMENSIONS OF EXISTING CONDITIONS



NOTE:
LINE TABLE FOR TAGS 1-91 ARE SHOWN ON SHEET 13.
LINE TABLE FOR TAGS 92-126 ARE SHOWN ON SHEET 14.

BOARDWALK DIMENSIONING DETAIL

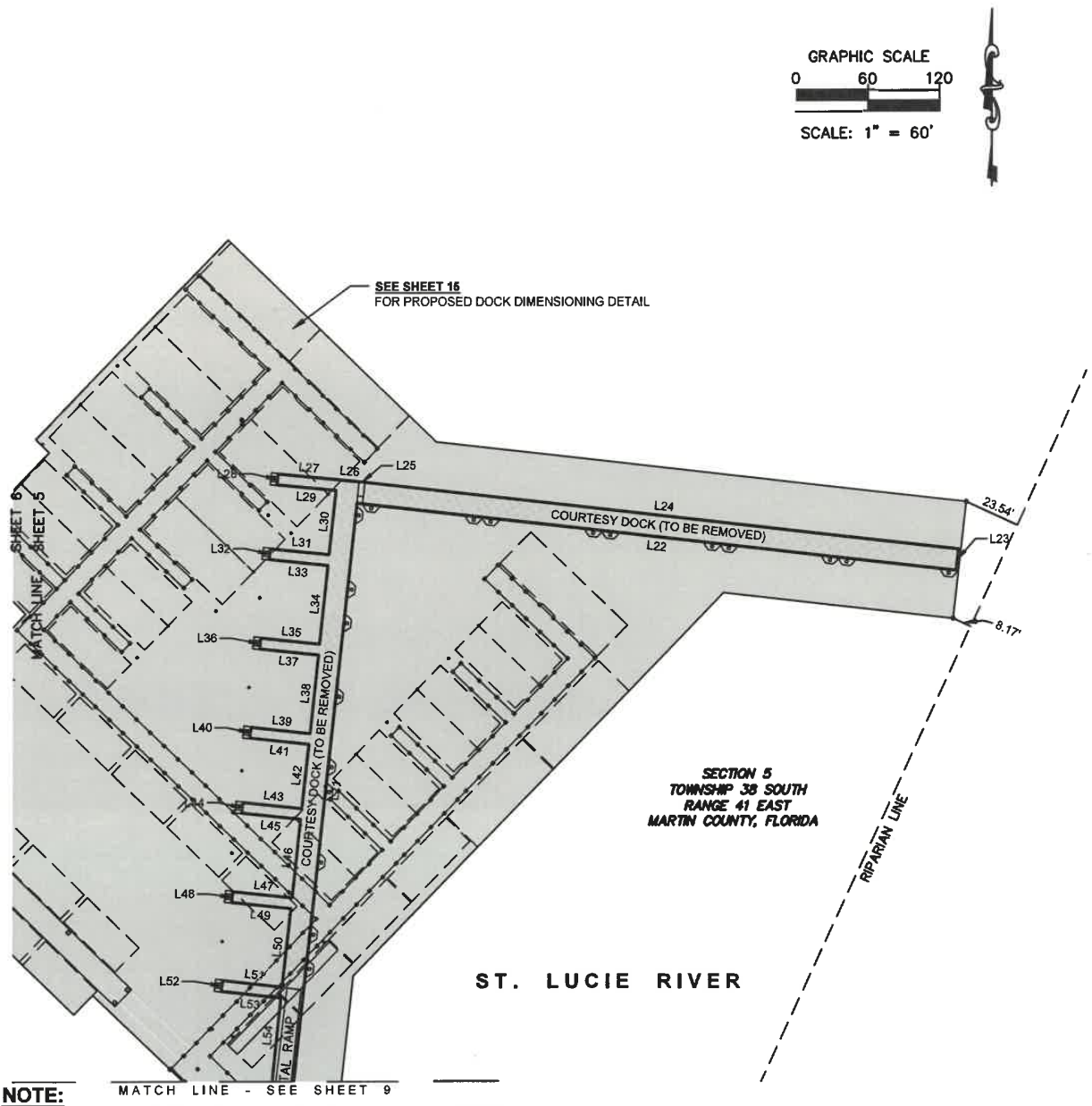
Sheet 11 of 16

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Specific Purpose Survey	
SOVEREIGN SUBMERGED LAND LEASE	
CITY OF STUART	
DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: 1"=60'	JOB No.: 22-195

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DIMENSIONS OF EXISTING CONDITIONS



NOTE:
LINE TABLE FOR TAGS 1-91 ARE SHOWN ON SHEET 13.
LINE TABLE FOR TAGS 92-126 ARE SHOWN ON SHEET 14.

COURTESY DOCK DIMENSIONING DETAIL

Sheet 12 of 16

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Specific Purpose Survey

SOVEREIGN SUBMERGED LAND LEASE

CITY OF STUART

DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: 1"=60'	JOB No.: 22-195

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DIMENSIONS OF EXISTING CONDITIONS

Line Table		
Line #	Direction	Length
L1	N04° 21' 56"E	19.35'
L2	N04° 34' 38"E	10.54'
L3	N71° 32' 32"W	35.58'
L4	S31° 16' 27"W	25.06'
L5	N64° 00' 39"W	34.44'
L6	N82° 38' 05"W	27.89'
L7	N61° 20' 02"W	65.64'
L8	N24° 30' 57"W	11.92'
L9	N69° 23' 07"W	6.07'
L10	N51° 16' 58"W	40.62'
L11	N58° 25' 17"W	11.67'
L12	N21° 18' 07"W	4.50'
L13	N60° 08' 14"W	9.65'
L14	N42° 44' 43"E	169.19'
L15	N42° 46' 21"E	181.52'
L16	S46° 07' 01"E	20.67'
L17	N42° 27' 40"E	14.99'
L18	N46° 02' 51"W	44.45'
L19	N10° 33' 46"E	4.15'
L20	N07° 36' 28"E	18.20'
L21	N06° 11' 02"E	241.00'
L22	S83° 33' 44"E	252.36'
L23	N06° 26' 26"E	9.02'
L24	N83° 33' 40"W	249.90'
L25	N85° 49' 34"W	2.50'
L26	N84° 13' 48"W	9.01'
L27	N84° 30' 34"W	25.22'
L28	S05° 39' 37"W	4.52'
L29	S84° 30' 34"E	24.86'
L30	S06° 02' 21"W	27.01'

(CONTINUED ABOVE RIGHT)

Line Table		
Line #	Direction	Length
L31	N84° 08' 40"W	24.84'
L32	S05° 51' 20"W	4.50'
L33	S84° 08' 40"E	24.82'
L34	S06° 02' 21"W	33.02'
L35	N84° 09' 39"W	24.77'
L36	S05° 50' 21"W	4.50'
L37	S84° 09' 39"E	24.75'
L38	S06° 03' 58"W	33.02'
L39	N83° 57' 36"W	24.85'
L40	S06° 02' 24"W	4.50'
L41	S83° 57' 36"E	24.85'
L42	S06° 06' 02"W	27.04'
L43	N84° 04' 04"W	24.84'
L44	S05° 55' 56"W	4.50'
L45	S84° 04' 04"E	24.81'
L46	S06° 17' 40"W	32.99'
L47	N84° 14' 42"W	24.86'
L48	S05° 45' 18"W	4.50'
L49	S84° 14' 42"E	24.82'
L50	S06° 18' 41"W	33.14'
L51	N83° 41' 06"W	24.91'
L52	S06° 18' 54"W	4.50'
L53	S83° 41' 06"E	24.91'
L54	S05° 54' 48"W	32.13'
L55	S03° 25' 49"W	18.12'
L56	S06° 40' 21"W	6.55'
L57	S42° 19' 28"W	8.63'
L58	S46° 04' 12"E	20.60'
L59	S42° 47' 31"W	181.47'
L60	S42° 44' 35"W	170.94'

(CONTINUED ABOVE RIGHT)

Line Table		
Line #	Direction	Length
L61	N60° 52' 43"W	10.10'
L62	S75° 50' 30"W	4.66'
L63	N60° 44' 04"W	40.42'
* L64	N22° 47' 00"W	19.72'
L66	N45° 13' 13"W	134.51'
L67	S63° 25' 03"W	35.41'
L68	N65° 16' 27"W	35.83'
L69	N22° 21' 34"W	4.52'
L70	N65° 50' 16"W	11.74'
L71	S68° 13' 42"W	3.95'
L72	N65° 13' 59"W	25.95'
L73	N26° 12' 14"W	18.59'
L74	N84° 17' 35"W	15.41'
L75	N77° 48' 34"W	10.05'
L76	N37° 40' 10"W	144.91'
L77	N45° 42' 33"W	112.11'
L78	N57° 48' 34"W	84.65'
L79	N63° 38' 02"W	87.64'
L80	N49° 57' 22"W	199.77'
L81	N49° 56' 43"W	133.60'
L82	S80° 45' 24"W	45.40'
L83	S87° 11' 33"W	9.47'
L84	S14° 41' 19"E	8.33'
L85	N89° 22' 02"E	4.53'
L86	N82° 14' 27"E	36.03'
L87	S09° 42' 59"E	8.59'
L88	S86° 55' 55"E	8.81'
L89	N09° 12' 50"W	10.13'
L90	N79° 16' 04"E	2.31'
L91	S49° 55' 49"E	128.20'

(CONTINUED SHEET 14 - UPPER LEFT)

* LINE L-65 IS INTENTIONALLY DELETED

Sheet 13 of 16

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Specific Purpose Survey

SOVEREIGN SUBMERGED LAND LEASE

CITY OF STUART

DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: NONE	JOB No.: 22-195

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DIMENSIONS OF EXISTING CONDITIONS

Line Table		
Line #	Direction	Length
L92	S49° 57' 30"E	124.17'
L93	S40° 09' 54"W	15.10'
L94	S59° 04' 20"E	6.44'
L95	N40° 15' 57"E	14.00'
L96	S50° 02' 31"E	69.77'
L97	S63° 40' 18"E	88.02'
L98	S57° 44' 09"E	84.95'
L99	S45° 34' 56"E	88.78'
L100	S45° 08' 42"W	2.07'
L101	S45° 02' 11"E	5.95'
L102	N45° 47' 27"E	2.22'
L103	S45° 30' 07"E	15.58'
L104	S37° 34' 35"E	140.67'
L105	S05° 17' 20"W	3.52'
L106	S64° 09' 06"E	129.62'
L107	N64° 23' 13"E	31.24'
L108	S45° 41' 30"E	50.73'
L109	S43° 11' 25"W	4.05'
L110	S46° 58' 45"E	65.09'
L111	N34° 41' 52"E	2.06'
L112	S45° 32' 09"E	10.59'
L113	S23° 54' 40"E	21.38'
L114	S60° 28' 01"E	87.20'
L115	S51° 17' 00"E	42.87'
L116	S53° 01' 46"E	28.37'
L117	S60° 29' 55"E	47.00'
L118	S74° 26' 41"E	29.07'
L119	S82° 07' 51"E	4.68'
L120	S67° 39' 12"E	3.06'
L121	S22° 04' 22"E	1.15'

(CONTINUED ABOVE RIGHT)

Line Table		
Line #	Direction	Length
L122	S64° 07' 15"E	14.80'
L123	N67° 52' 41"E	0.60'
L124	S63° 44' 37"E	4.11'
L125	S74° 20' 23"E	9.00'
L126	S74° 20' 23"E	50.92'

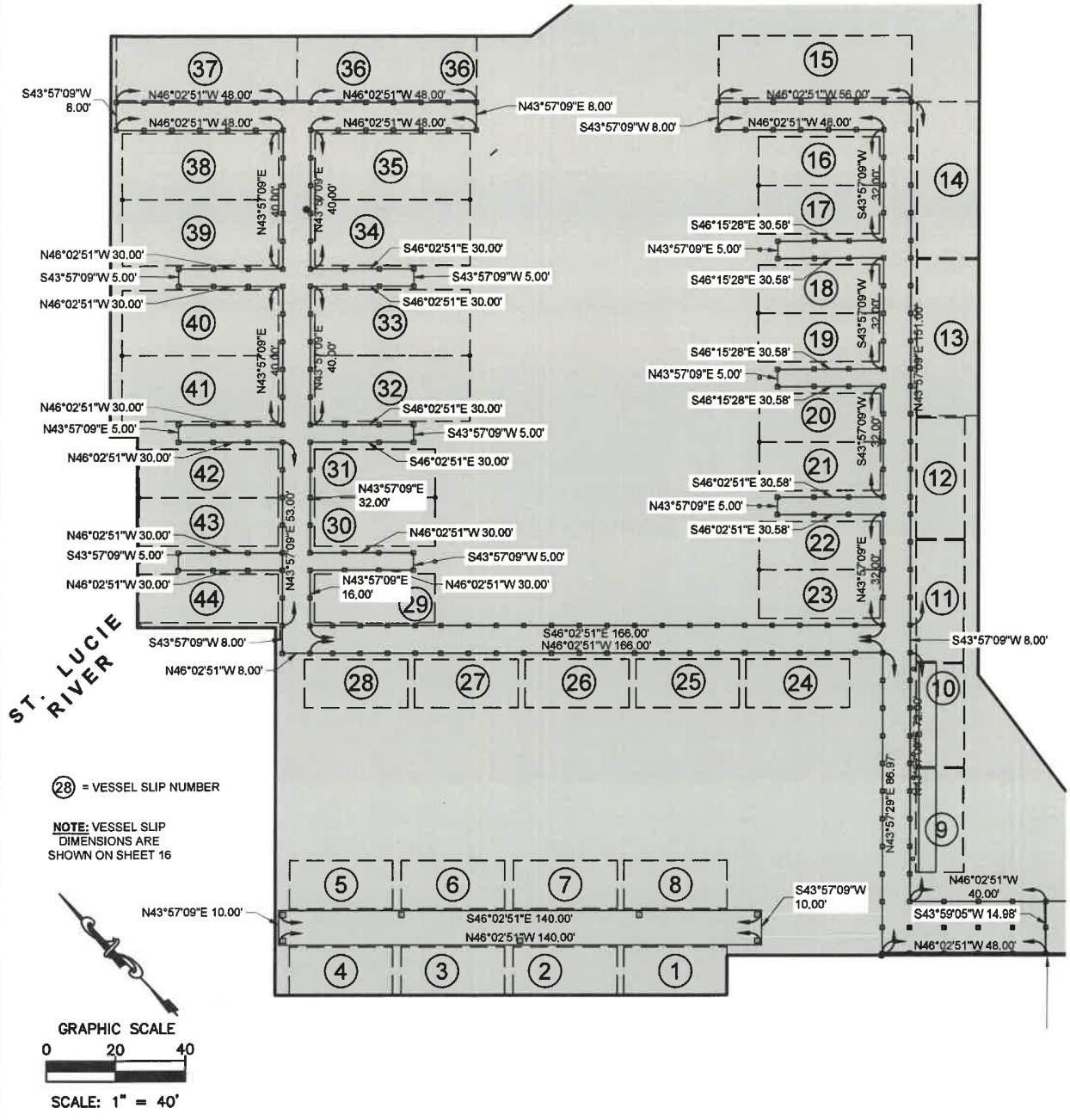
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Specific Purpose Survey
SOVEREIGN SUBMERGED LAND LEASE
CITY OF STUART

DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: NONE	JOB No.: 22-195

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DIMENSIONS OF PROPOSED IMPROVEMENTS



PROPOSED DOCK DIMENSIONING DETAIL

Sheet 15 of 16

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Specific Purpose Survey

SOVEREIGN SUBMERGED LAND LEASE

CITY OF STUART

DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: 1"=40'	JOB No.: 22-195

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DIMENSIONS OF PROPOSED IMPROVEMENTS

VESSEL SLIP DIMENSIONS		
SLIP #	LENGTH	WIDTH
1	30'	14'
2	30'	14'
3	30'	14'
4	30'	14'
5	30'	14'
6	30'	14'
7	30'	14'
8	30'	14'
9	30'	14'
10	30'	14'
11	35'	14'
12	35'	14'
13	35'	14'
14	35'	14'
15	35'	14'
16	35'	14'
17	35'	14'
18	35'	14'
19	35'	14'
20	35'	14'
21	35'	14'
22	35'	14'

VESSEL SLIP DIMENSIONS		
SLIP #	LENGTH	WIDTH
23	35'	14'
24	30'	14'
25	30'	14'
26	30'	14'
27	30'	14'
28	30'	14'
29	35'	14'
30	35'	14'
31	35'	14'
32	45'	19'
33	45'	19'
34	45'	19'
35	45'	19'
36	52'	18'
37	52'	18'
38	45'	19'
39	45'	19'
40	45'	19'
41	45'	19'
42	35'	14'
43	35'	14'
44	35'	14'

VESSEL SLIP DIMENSIONS

Sheet 16 of 16

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Specific Purpose Survey

SOVEREIGN SUBMERGED LAND LEASE

CITY OF STUART

DATE: 9/27/2024	DRAWN: BKH/JHY
SCALE: NONE	JOB No.: 22-195

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(1)

224931

S-492

WARRANTY DEED

STUART DEPARTMENT STORE, INC., a Florida corporation, the Grantor, in consideration of the sum of $10.00 and other good and valuable considerations received from CITY OF STUART, a Florida Municipal corporation, the Grantee, whose mailing address is Post Office Box 599, Stuart, Florida, hereby on this 25 day of March, 1975, conveys to the Grantee the real property in Martin County, Florida described as:

PARCEL I

Lot 36 of The Feroe Subdivision, Plat Book 2, Page 25, Public Records of Palm Beach County, Florida;

AND ALSO that 25 foot strip of land bounded by Lot 1, Lot 36 and Seminole Street - St. Lucie Avenue, as shown on the plat of the above Feroe Subdivision;

AND ALSO that land bounded by Lot 36, and the Northeasterly extension of the Northwesterly line of Lot 36 and the Northeasterly extension of the Northwesterly line of Lot 1, and the waters of the St. Lucie River; together with all accretion thereto and all riparian rights thereunto appertaining;

LESS AND EXCEPT the following described parcel:

Begin at the most Southerly corner of Lot 36, Feroe Subdivision, Plat Book 2, Page 25, Public Records of Palm Beach County, Florida; thence run North 43° 38' 38" East, along the Southeasterly line of Lot 36, a distance of 159.50 feet; thence run North 46° 21' 22" West, a distance of 75.00 feet to the Northwesterly line of Lot 36; thence run South 43° 38' 38" West, along said Northwesterly lot line, a distance of 204.50 feet to the Northwesterly corner of Lot 36; thence run South 89° 20' 22" East, along the Southerly line of Lot 36, a distance of 66.00 feet; thence run South 46° 21' 22" East, along the Southwesterly line of Lot 36, a distance of 26.72 feet to the Point of Beginning;

AND LESS the right of way of Flagler Avenue.

DOCUMENTARY SURTAX 2.25 FLORIDA

MARTIN COUNTY

STATE OF FLORIDA DEPT. OF REVENUE

MARTIN COUNTY

W. R. SCOTT
700 Colorado Avenue
Stuart, Florida

(1)

Beach County, Florida, together with all accretions thereto and all riparian rights thereunto appertaining,

LESS AND EXCEPTING the following described parcel:

Start at the most Southerly corner of Lot 36, the Feror Subdivision, Plat Book 2, Page 25, Public Records of Palm Beach County, Florida; said corner being the Point of Intersection of the Westerly right of way line of St. Lucie Avenue and the Northerly right of way line of Railroad Avenue, as shown on said Plat; thence run North 46° 21' 22" West at right angles to the said Westerly right of way line of St. Lucie Avenue, along the Northerly right of way line of Flagler Avenue as it presently exists, a distance of 75.00 feet for the Point of Beginning; thence continue to run North 46° 21' 22" West, along said Northerly right of way of Flagler Avenue, a distance of 55.00 feet; thence run North 43° 38' 38" East a distance of 132.20 feet; thence run South 46° 21' 22" East a distance of 55.00 feet; thence run South 43° 38' 38" West a distance of 132.20 feet to the Point of Beginning;

AND LESS the right of way of Flagler Avenue.

FILED FOR RECORD MARTIN COUNTY, FLA. 1975 MAR 25 PM 3:41

LOUISE V. ISAACS CLERK CIRCUIT COURT D.C.

and covenants that the property is free of all encumbrances, that lawful seisin of and good right to convey that property are vested in the Grantor, and that the Grantor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever.

STUART DEPARTMENT STORE, INC.

By: Max Auerbach
Its Secretary - Treasurer

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared before me MAX AUERBACH, to me well known to be the person described as Secretary - Treasurer of Stuart Department Store, Inc., a Florida corporation, in and who executed the foregoing Warranty Deed, and

(2)

73532

WARRANTY DEED FROM INDIVIDUAL TO CORPORATION — BROWN'S FORM S. S. 24 — Manufactured and for sale by The H. E. W. S. Drew Company, Jacksonville, Florida

O.R. BOOK 39 PAGE 197

This Warranty Deed Made the 11th day of January A. D. 1960 by K. F. HARRIS, a single man hereinafter called the grantor, to CITY OF STUART, a Florida Municipal Corporation a corporation existing under the laws of the State of Florida, with its permanent postoffice address at Stuart, Florida hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Martin County, Florida, viz:

Lots 4, 5, 7, 7A, 8 and 9A, and the following described tract:

Commence at the South corner of Lot No. 8, thence run on the lot line in a Northwesterly direction 50', for a point or place of beginning, being the Southwest corner of said Lot 8; thence continue on the same line being the Northerly line of Lot 9"A" a distance of 19'; thence run in a Northeasterly direction 12', to a point of intersection with the boundary line of Lot 7A, thence Southeasterly along the boundary line of Lot 7A, a distance of 19', to a point of intersection with the Westerly boundary line of Lot 8, thence Southwesterly along the boundary line of Lot 8, a distance of 12', to the point or place of beginning. This being a strip of land 12' wide between Lots 7A and 9A, extending Southeasterly a distance of 19', contiguous to Lot 8, all the foregoing according to the revised plat of Danforth's Addition to the Town of Stuart, Florida, which platwas filed September 29, 1914, and recorded in Plat Book 5, page 69, Palm Beach, County, public records.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1959

In Witness Whereof, the said grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Virginia Thorpe

P C Hand

K F Harris (L.S.)

(L.S.)

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared K. F. HARRIS, a single man to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of January, A. D. 19 60

NOTARY PUBLIC (SEAL) STATE OF FLORIDA

Virginia Thorpe
Notary Public

Notary Public State of Florida at Large
My Commission Expires Nov. 6, 1963

FILED & RECORDED
IN MARTIN COUNTY, FLA.
1960 JAN 12 PM 4:31
DOROTHY PIERCE, CLERK
D.C.

City Hall & Annex
Parking Lots
& Street End
St Lucie Ave

(2)

DANFORTH ADDITION PROPERTY
(Commodore Hotel)

Warranty Deed

FROM INDIVIDUAL TO CORPORATION

T. F. HARRIS

To

CITY OF STUART, Fla

Attachment B
Page 27 of 45 Pages
Sovereignty Submerged Lands Lease No. 432916926

(3)

INSTR # 2136228
OR BK 02379 PG 2530
Pgs 2530 - 2531 P (2pgs)
RECORDED 03/18/2009 04:05:11 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED DOC TAX 26,787.60
RECORDED BY S Phoenix

Prepared by and return to:
RICHARD J. DUNGEY
FOX, WACKEEN, DUNGEY,
BEARD, SOBEL, BUSH & McCLUSKEY, L.L.P.
3473 SE Willoughby Blvd.
Stuart, FL 34994
772-287-4444
File Number: CI35-S01
Will Call No.: 55

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 18 day of **March, 2009** between **PARADISE ENTERPRISES OF BREVARD, INC., a Florida corporation** whose post office address is **131 S.W. Flagler Avenue, Stuart, FL 34994**, grantor, and **CITY OF STUART, a municipal corporation** whose post office address is **121 South Flagler Avenue, Stuart, FL 34994**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Martin County, Florida** to-wit:

LOTS 1, 2 6 and 10, DANFORTH'S ADDITION, according to the map or plat thereof as recorded in Plat Book 5, Page 69, Public Records of Palm Beach County, (now Martin) Florida.

Parcel Identification Number: 5-38-41-003-000-00010.80000

SUBJECT TO restrictions, reservations and easements of record, if any, but this provision shall not operate to re-impose the same, and taxes and assessments subsequent to 2008.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2008**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Courtesy Copy

DoubleTimes

(3)

Signed, sealed and delivered in our presence:

Print Name: D J Dungey

Debra A Sigafoose

Print Name: Debra A. Sigafoose

PARADISE ENTERPRISES OF BREVARD, INC., a Florida corporation

By: Arthur Dombrose

ARTHUR DOMBROSE, President
a/k/a ARDITY FAY DOMBROSE

(Corporate Seal)

State of Florida
County of Martin

The foregoing instrument was acknowledged before me this 18 day of March, 2009 by ARTHUR DOMBROSE, President of PARADISE ENTERPRISES OF BREVARD, INC., a Florida corporation, on behalf of the corporation. He [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

DEBRA A. SIGAFOOSE
MY COMMISSION # DD 466048
EXPIRES: December 29, 2009
Bonded Thru Notary Public Underwriters

Debra A Sigafoose
Notary Public

Printed Name: DEBRA A SIGAFOOSE

My Commission Expires: _____

Copy Copy Copy

(4)

0536C
DAS/cp

House

This Instrument Prepared By
THOMAS R. SAWYER
WARNER, FOX, SEELEY & DUNKLEY
Attorneys, P.A.
1000 S. Federal Highway
P. O. Drawer 5
Stuart, Florida 34995-0005

2

701367

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02 F.S.)

Ad Valorem Tax Identification #05-38-41-003-000-00110-7-0000

THIS INDENTURE, made this 10TH day of March, 1988, between ANTHONY J. BORELLO, as to an undivided one-third (1/3) interest; ALICE M. BORELLO, as to an undivided one-third (1/3) interest; and JOSEPH BECKAGE, as to an undivided one-third (1/3) interest, of the County of Martin, State of Florida, grantor*, and CITY OF STUART, A Florida Municipal Corporation, whose post office address is P.O. Drawer 599, Stuart, Florida 34995, of the County of Stuart, State of Florida, grantee*,

WITNESSETH, that said grantor, for and in consideration of the sum of $10.00 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida, to-wit:

Lot 11, Revised plat of DANFORTH'S ADDITION to the Town of Stuart filed September 29, 1914, and recorded in Plat Book 5, Page 69, Palm Beach (now Martin) County, Florida, Public Records. LESS AND EXCEPT the Southwesterly 50.68 feet for Flagler Avenue and concrete walkway as laid out and now in use.

SUBJECT TO taxes accruing subsequent to December 31, 1987, zoning regulations in force and effect, restrictions, easements and road rights-of-way of public record;

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Thomas R. Sawyer
As to Grantor

ANTHONY J. BORELLO (SEAL)

ALICE M. BORELLO (SEAL)

JOSEPH BECKAGE (SEAL)

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10TH day of March, 1988, by ANTHONY J. BORELLO, as to an undivided one-third (1/3) interest; ALICE M. BORELLO, as to an undivided one-third (1/3) interest; and JOSEPH BECKAGE, as to an undivided one-third (1/3) interest.

Thomas R. Sawyer
I am a Notary Public of the State of Florida and my commission expires:
11-19-90

(NOTARY SEAL)

FLA. DOC. PAID
$ 759.00
Marsha Stiller
Clerk of Circuit Court
Martin Co., Fla.
By [illegible] D.C.

FILED FOR RECORD
88 MAR 10 PM 3:38

BOOK 756 PAGE 1308

(5)

065ZC
DAS/cp

701366

WARREN, TYSON, SLOAN & BURGEY
Attorneys, P.A.
1000 S. Federal Highway
P. O. Drawer 6
Stuart, Florida 34995-0006

Feed Store

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02 F.S.)

Ad Valorem Tax Identification #05-38-41-003-000-00120-5

THIS INDENTURE, made this 10TH day of March, 1988, between STUART FEED & SUPPLY, INC., a Florida Corporation, of the County of Martin, State of Florida, grantor*, and CITY OF STUART, a Florida Municipal Corporation, whose post office address is P.O. Drawer 599, Stuart, Florida 34995, of the County of Martin, State of Florida, grantee*,

WITNESSETH, that said grantor, for and in consideration of the sum of $10.00 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida, to-wit:

Lot 12, according to the revised plat of Danforth's Addition to the Town of Stuart, filed September 29, 1914, and recorded in Plat Book 5, page 69, Palm Beach (now Martin) County, Florida Public Records. LESS AND EXCEPT the Southwesterly 50.68 feet for Flagler Avenue and concrete walkway as laid out and now in use.

The Southerly 4 feet of Lot 13, according to the revised plat of Danforth's Addition to the Town of Stuart, Florida, filed September 29, 1914, and recorded in Plat Book 5, page 69, Palm Beach (now Martin) County, Florida, Public Records and bounded on the Southeast by the Southeast line of Lot 13; on the Northeast by the waters of the St. Lucie River; on the Southwest by Flagler Avenue; and on the Northwest by a line parallel to and 4 feet distance measured on the perpendicular from the said Southeast line of said Lot 13. LESS AND EXCEPT the Southwesterly 50.68 feet for Flagler Avenue and concrete walkway as laid out and now in use.

SUBJECT TO taxes accruing subsequent to December 31, 1987, zoning regulations in force and effect, restrictions, easements and road rights-of-way of public record;

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Joan C. Bernath

Thomas R. Jagger

As to Grantor

STUART FEED & SUPPLY, INC.,
a Florida Corporation

BY: Alice M. Borello
ALICE M. BORELLO, President

Its: President

(CORPORATE SEAL)

FLA. DOC. PAID
$ 2541.00
Marsha Sattes
Clerk of Circuit Court
Martin Co., Fla.
By [illegible] D.C.

O.R. BOOK 756 PAGE 1306

(5)

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me, this 10th day of March, 1988, by ALICE M. BORELLO, as President of STUART FEED & SUPPLY, INC., a Florida Corporation, on behalf of the corporation.

Thomas R. Lanza
I am a Notary Public of the State of Florida, and my commission expires:
11-19-90

(NOTARY SEAL)

O.R. BOOK 756 PAGE 1307

(6)

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by: 4

JOHN E. MORRIS, JR.
of the Law Offices of
ROGERS, MORRIS & ZIEGLER
501 East Las Olas Boulevard
FORT LAUDERDALE, FLORIDA

202413

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

North of Feed Store

This Indenture, Made this 12th day of October 19 73, Between

PHILLIP SCHILLER, joined by his wife, DIANE B. SCHILLER

of the County of Broward, State of Florida, grantor*, and

the CITY OF STUART, a Florida municipal corporation,

whose post office address is

of the County of Martin, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of

----------Ten---------- Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida, to-wit:

A one-half interest in and to Lot 13, DANFORTH'S ADDITION, according to the plat thereof recorded in Plat Book 5, page 69, of the Public Records of Palm Beach County (now Martin County); LESS the Southerly 4 feet thereof.

MARTIN COUNTY 01747 5
STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE $33.00 OCT 31 '73 P.D. 11109
DOCUMENTARY SURTAX $12.10 DEPT. OF REVENUE OCT 31 '73 P.D. 11060
LOUISE V. ISAACS CLERK CIRCUIT COURT
1973 OCT 31 PM 2:26
FILED FOR RECORD MARTIN COUNTY, FLA.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Phillip Schiller (Seal)
(Phillip Schiller)

(Seal)

Diane B. Schiller (Seal)
(Diane B. Schiller)

(Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared PHILLIP SCHILLER, joined by his wife, DIANE B. SCHILLER,

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of October, 19 73

Notary Public

My commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 15, 1974
BONDED THROUGH FRED W. DIESTELHORST

OR BOOK 365 PAGE 534

(6)

202414

EXECUTRIX' DEED

THIS DEED made and entered into this the 13 day of [illegible], A.D., 1973, between DOROTHY O. FIRESTONE, a widow, individually and as Executrix of the Estate of EDWARD L. FIRESTONE, Deceased, party of the first part, and the CITY OF STUART, a Florida municipal corporation, whose mailing address is:

North of Feed Store

party of the second part,

W I T N E S S E T H :

That in consideration of the sum of $11,000.00 to her paid, the receipt of which is hereby acknowledged, the party of the first part has sold and conveyed, and does hereby sell and convey unto the said CITY OF STUART, a Florida municipal corporation, its successors or assigns, all that certain parcel or tact of land situate in the County of Martin, State of Florida, described as follows:

A one-half interest in and to Lot 13, DANFORTH'S ADDITION, according to the plat thereof recorded in Plat Book 5, page 69, of the Public Records of Palm Beach County, Florida (now Martin County); LESS the Southerly 4 feet thereof;

together with all the appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors or assigns, in as full and ample manner as the same was possessed or enjoyed by the said EDWARD L. FIRESTON, Deceased, in his lifetime.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and affixed her seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

[illegible] (SEAL)
Dorothy O. Firestone, a widow, individually and as Executrix of the Estate of Edward L. Firestone, deceased

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments DOROTHY O. FIRESTONE, a widow, individually and as Executrix of the Estate of Edward L. Firestone, deceased, to me well known to be the person who is described in and who executed the foregoing Deed, and acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Hollywood, County of Broward, State of Florida, this 13 day of [illegible], A.D., 1973.

[illegible]
Notary Public

My Commission Expires:

[illegible]

BOOK 365 PAGE 535

ROGERS, MORRIS & ZIEGLER
ATTORNEYS AT LAW
FORT LAUDERDALE, FLORIDA

(6)

Rec Center

S-201

106153 WARRANTY DEED

ROBERT J. BLAKESLEE, a single man, the Grantor, in consideration of the sum of &10.00 and other good and valuable considerations received from CITY OF STUART, a Florida Municipal Corporation, the Grantee, whose mailing address is Post Office Box 597, Stuart, Florida, hereby on this 6th day of July, 1973, conveys to the Grantee the real property in Martin County, Florida described as:

Lot 14, BENEDETTI'S REVISED PLAT TO THE TOWN OF STUART, FLORIDA, according to the plat thereof recorded in Plat Book 5, page 69, Palm Beach County, Florida, public records.

and covenants that the property is free of all encumbrances that lawful seisin of and good right to convey that property are vested in the Grantor, and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Signed, sealed and delivered in the presence of:

Robert J. Blakeslee (SEAL)

STATE OF FLORIDA)
: ss
COUNTY OF MARTIN)

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments personally appeared before me ROBERT J. BLAKESLEE, a single man, to me known to be the person described as Grantor, in and who executed the foregoing Warranty Deed and he acknowledged before me that he executed the same.

Witness my hand and official seal in the State and County named above this 6th day of July, 1973.

(Notary Seal)

Janice R. Clark
Notary Public

DOCUMENTARY SURTAX 20.35 FLORIDA MARTIN COUNTY

STATE OF FLORIDA DOCUMENTARY STAMP TAX $5.50 DEPT. OF REVENUE MARTIN COUNTY

THIS INSTRUMENT PREPARED BY ANDREW T. COUTANT 700 COLORADO AVE STUART, FLA. 33494

FILED FOR RECORD MARTIN COUNTY, FLA. 1973 JUL -6 PM 4:00 LOUISE V. ISAACS CLERK OF CIRCUIT COURT

359 PAGE 2204

SCOTT AND TILTON ATTORNEYS AT LAW 700 COLORADO AVENUE STUART, FLORIDA

6

(6)

Rec Center

QUITCLAIM DEED

(Project No. Fla.8-253-F) Contract No. WAbof-3-64

THIS DEED, made this 15 day of May, 1946, by and between the United States of America, hereinafter called the "Government", acting by and through the Federal Works Administrator, hereinafter called the "Administrator", and the City of Stuart, County of Martin, Florida, a municipal corporation of said County and State hereinafter called the "City":

WHEREAS, pursuant to the provisions of Public Law No. 849, 76th Congress, approved October 14, 1940, as amended by Public Law 42, 77th Congress, approved April 29, 1941, Public Law 137, 77th Congress, approved June 28, 1941, Public Law 409, 77th Congress, approved January 21, 1942, Public Law 522, 77th Congress approved April 10, 1942, Public Law 119, 78th Congress, approved July 7, 1943, Public Law 150, 78th Congress, approved April 15, 1943, and Public Law 279, 78th Congress, approved April 1, 1944, hereinafter called the "Act", the Government has acquired certain recreation facilities under its Project No. Fla. 8-253-F in the City of Stuart, Florida; and

WHEREAS, pursuant to the authority conferred by the Act, the Government has agreed to sell to the City and the City has agreed to purchase from the Government the aforesaid recreation facilities upon terms which the Administrator deems to be in the public interest; and

WHEREAS, the Government has agreed to transfer to the City all of the Government's right, title and interest in and to such recreation facilities:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Government in consideration of the premises and the payment to it by the City of the sum of Nine Thousand Seventy-Eight dollars and Eighteen cents, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release and forever quitclaim unto the City of Stuart, Florida, all the Government's right, title and interest in and to said recreation facilities, including the furnishings and equipment, and in and to the following described real property in the City of Stuart, County of Martin, State of Florida, and the recreation facilities and improvements thereon:

All that certain parcel of land lying and being in the County of Martin and State of Florida, more particularly described as follows:

Lot Fifteen (15), as shown on Revised Plat of Danforth's Addition filed 29 September 1914, recorded in Plat Book 5, Page 69, Palm Beach County, Florida, public records; EXCEPTING therefrom the Westerly One-Third (1/3) of Lot Fifteen (15) (approximately), Danforth's Addition Revised

(10)

Plat as in Plat Book 5, Page 69, Palm Beach County records, Section 5 Township South 38, Range East 41, conveyed by Tax Deed, recorded in Deed Book 15, Page 252, Martin County, Florida, public records, to Robert P. Fulford and Luette Fulford, his wife.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by the Acting Federal Works Administrator and the seal of the Federal Works Agency to be hereunto affixed the day and year first above written. Attest: Minnie E. Lyles

UNITED STATES OF AMERICA
FEDERAL WORKS AGENCY
By [signature]
Acting Federal Works Administrator

ATTEST:
Edison L. Jenkins
G. Elizabeth Putney

UNITED STATES OF AMERICA }
DISTRICT OF COLUMBIA } SS

I, Minnie E. Lyles, a Notary Public in and for the District of Columbia, and as such officer authorized to take acknowledgements of deeds, do hereby certify that [signature], Acting Federal Works Administrator, personally known to me to be the person and officer whose name is subscribed to the foregoing instrument, appeared before me and acknowledged the said instrument to be his free act and deed in his said capacity and the free act and deed of the said United States of America for the purpose therein expressed and the seal thereto affixed is the seal of the Federal Works Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in Washington, D. C. this 15th day of June 1946.

Minnie E. Lyles
Notary Public
District of Columbia

My Commission expires: Oct 15, 1948

(6)

WARRANTY DEED STATUTORY — DREW'S FORM R. E. 45 — Reproduced by The H. & W. B. Drew Company, Jacksonville, Florida, 32202

This Indenture,

Made this 20th day of January, A. D. 19 43.

Between STANLEY KITCHING and his wife, NAOMI NELLIS KITCHING,

of the County of Martin, in the State of Florida part ies of the first part, and CITY OF STUART, a municipal corporation of the County of Martin, in the State of Florida part y of the second part.

Rec Center

Witnesseth: That the said part ies of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations ~~------~~ to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the second part, its ~~/~~ successors ~~xxxx~~ and assigns forever, the following described land, situate, lying and being in the County of Martin, State of Florida to-wit:

From the point where the southeast line of Lot Fifteen (15), as shown on the Revised Plat of Danforth Addition filed September 29, 1914, and recorded in Plat Book 5, Page 69, Public Records of Palm Beach County, Florida, intersects the Northeast line of Flagler Avenue, proceed northwesterly along the said Northeast line of Flagler Avenue a distance of 50 feet for a point of beginning; thence continue a distance of 60.4 feet along said northeasterly line of Flagler Avenue to a point; thence at an angle of 90 degrees proceed in a northeasterly direction on a line parallel to and 110.4 feet Northwest of the Southeast line of said Lot 15 to the waters of the St. Lucie River; thence meander in a southeasterly direction to a point on a line that is 50 feet Northwest of and parallel to the Southeast line of said Lot 15; thence proceed in a southwesterly direction along a line that is 50 feet Northwest of and parallel to the Southeast line of Lot 15 to the point of beginning, together with all riparian rights thereunto belonging or in anywise appertaining. This Deed is given for the purpose of conveying all of that part of Lot 15 as shown on the Revised Plat of Danforth Addition filed September 29, 1914 and recorded in Plat Book 5, Page 69, Public Records of Palm Beach County, Florida, except those portions of the aforesaid Lot which have been previously conveyed by the grantors herein as shown by Quit Claim Deed, dated March 10, 1923, filed March 16, 1923 and recorded in Deed Book 148, Page 193, Palm Beach County Records, and Warranty Deed, dated June 16, 1932, filed June 18, 1932 and recorded in Deed Book 21, Page 249, Martin County Records, and Warranty Deed, dated February 1, 1939, filed February 15, 1939, and recorded in Deed Book 21, Page 535, Martin County Records -----



And the said part ies of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *The said part ies of the first part* have *hereunto set* their *hand s and seal s the day and year first above written.*

Signed, sealed and delivered in presence of us

Ruby Hendrix Brown — Stanley Kitching

Ethel Crandall Hancock — Naomi Nellis Kitching

---

(6)

Flagler Park

WARRANTY DEED TO CORPORATION

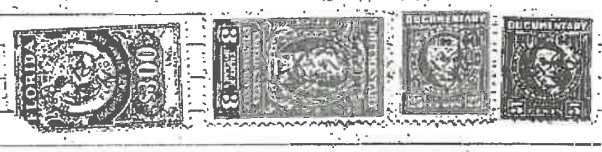
DREW'S FORM R. E. 34 Manufactured and for sale by The H. & W. B. Drew Company Jacksonville, Florida

This Indenture, Made this 31st day of January A. D. 1947, BETWEEN ELSIE HANSON (also known as ELSIE M. HANSON), joined by her husband, T. E. HANSON, of the ~~County of~~ Green Cove Springs and State of Florida parties of the first part, and CITY OF STUART, a Municipal, a corporation existing under the laws of the State of Florida with permanent post office address at Stuart, Florida, County of Martin, State of Florida, called Grantee, party of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Martin and State of Florida more particularly described as follows:

Lot 16, Danforth's Addition, according to Plat thereof filed September 29, 1914, recorded in Plat Book 5, Page 69, Palm Beach County, Florida, public records.

Together with all riparian rights thereto appertaining.

Subject to any taxes which may become due thereon for the year 1947.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining. To Have and To Hold the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part, that they are lawfully seized of the said premises; that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in our presence:

Elsie Hanson (Seal)

T. E. Hanson (Seal)

(6)

STATE OF FLORIDA, COUNTY OF MARTIN, SS:

I Hereby Certify, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Elsie Hanson (also known as Elsie M. Hanson) and T. E. Hanson, her husban to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that t he y executed the same.

Witness my hand and official seal in the County and State last aforesaid this 31st day of January, A. D. 1947.

Ruby H. Brown

Notary Public,
My commission expires

Notary Public, State of Florida at Large.
My commission expires October 21, 1950.
Bonded by American Surety Co. of N. Y.

Lot 16, Danforth A/D

Warranty Deed

TO CORPORATION

ELSIE HANSON, et vir

TO

CITY OF STUART

Date

ABSTRACT OF DESCRIPTION

LOT 16, DANFORTH ADDITION

FILED AT RECORDED
11:42 A M Book 31 Deed
Page
FEB 13 1947
MARTIN COUNTY, FLA.
J. R. TOMLINSON, Clerk
By
Deputy Clerk
Record Verified

STATE OF FLORIDA, COUNTY OF MARTIN, SS:

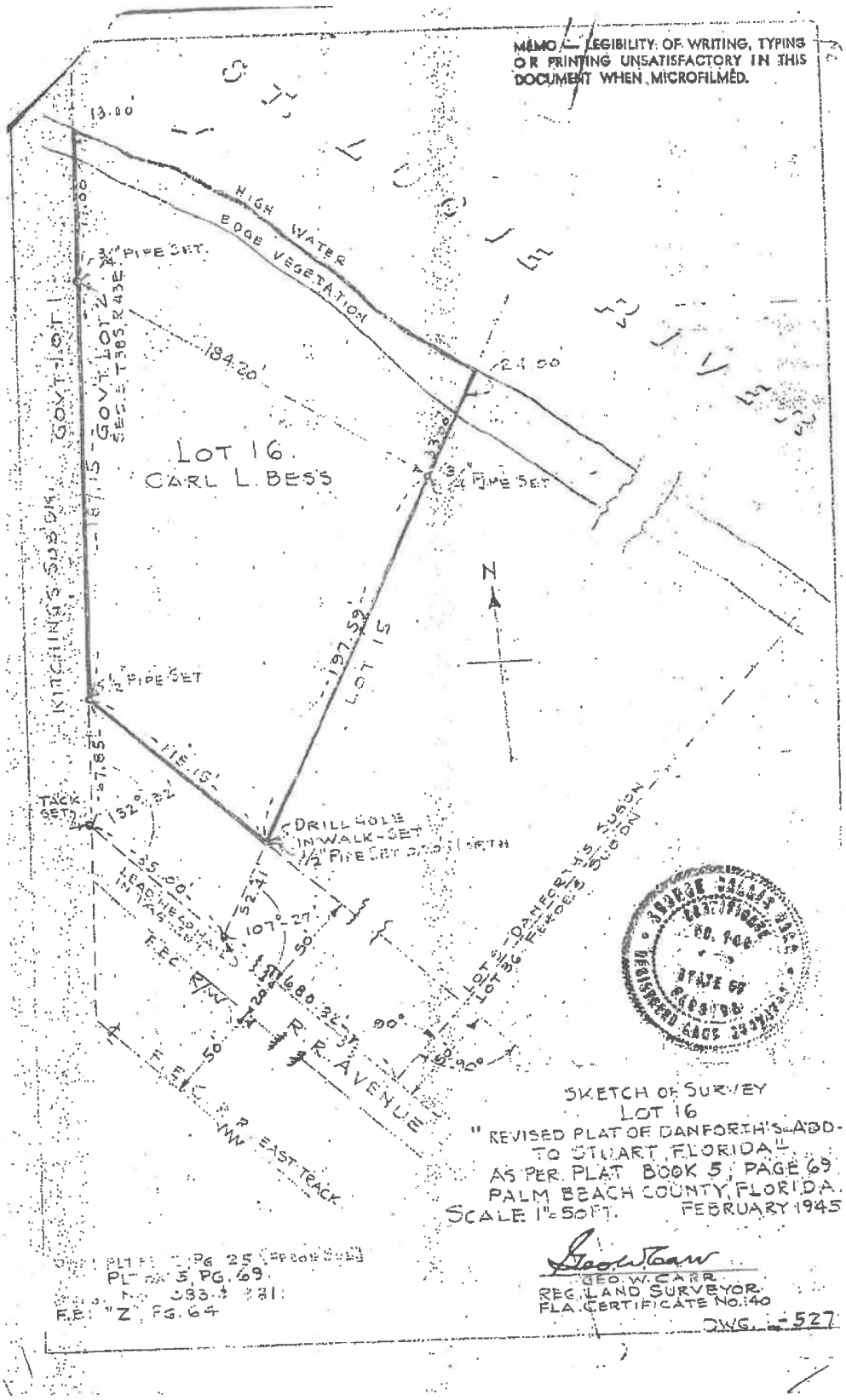
AND I FURTHER CERTIFY, That the said Elsie Hanson (also known as Elsie M. Hanson, known to me to be the wife of the said T. E. Hanson, on a separate and private examination, taken and made in the above named State an County by and before me, separately and apart from her said husband, did thi day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of January, 1947.

Ruby H. Brown

Notary Public, State of Florida at Large.
My commission expires October 21, 1950.
Bonded by American Surety Co. of N. Y.

(6)


MEMO — LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN MICROFILMED.
13.00'
HIGH WATER
EDGE VEGETATION
¾" PIPE SET
184.20'
GOVT. LOT 1
SEC. 5, T38S, R43E
GOVT. LOT 2
KITCHING'S SUBDIV.
LOT 16
CARL L. BESS
21.00'
¾" PIPE SET
N
197.52'
LOT 15
½" PIPE SET
N.E. 15'
TACK SET
DRILL HOLE IN WALK - SET ½" PIPE SET
132° 32'
35.00'
LEASE AREA
F.E.C. R/W
52.21'
107° 27'
50'
680.32'
90°
R. R. AVENUE
50'
F.E.C. R/W
EAST TRACK
LOTS 1 & 16 DANFORTH'S SUBDIV. REVISED
PLAT BK. 5, PG. 69
SKETCH OF SURVEY
LOT 16
" REVISED PLAT OF DANFORTH'S ADD-
TO STUART, FLORIDA"
AS PER PLAT BOOK 5, PAGE 69
PALM BEACH COUNTY, FLORIDA.
SCALE 1"=50FT. FEBRUARY 1945
GEO. W. CARR.
REG. LAND SURVEYOR.
FLA. CERTIFICATE NO. 140
DWG. - 527
PL. BK. 5, PG. 69.
F.B. "Z" PG. 64

(7)

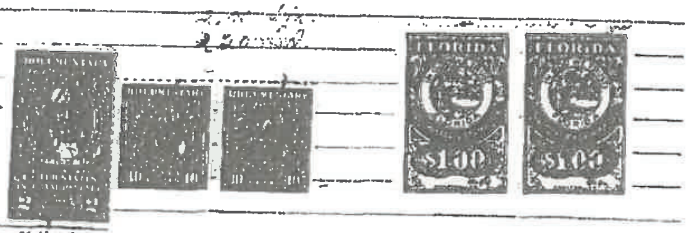
WARRANTY DEED
TO CORPORATION

DREW'S FORM R. E. 24 Manufactured and for sale by The R. & W. B. Drew Company Jacksonville, Florida

Pelican Cafe

This Indenture, Made this 19th day of January
A. D. 19 48 BETWEEN EMMA J. KITCHING, widow of Walter Kitching, deceased, of the City of Stuart,
of the County of Martin and State of Florida
part y of the first part, and CITY OF STUART, a municipal, a corporation
existing under the laws of the State of Florida with permanent post office
address at City Hall, City of Stuart
County of Martin, State of Florida, called
Grantee, party of the second part, **Witnesseth,** that the said part y of the first part, for
and in consideration of the sum of Ten Dollars and other valuable considerations
to her in hand paid, the receipt whereof is hereby acknowledged, ha s granted, bar-
gained, sold, altened, remised, released, enfeoffed, conveyed and confirmed, and by these presents
do es grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said
party of the second part and its successors and assigns forever, all that certain parcel of land lying
and being in the City of Stuart,
County of Martin and State of Florida
more particularly described as follows:

Lot 1, except the Northwesterly 50 feet, of Block 1, Final Plat Kitching's Addition, according to plat thereof filed March 17, 1919, recorded in Plat Book 2, page 86, Palm Beach County, Florida, public records.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining. **To Have and To Hold** the same in fee simple forever.

And the said part y of the first part do es covenant with the said party of the second part, that she is lawfully seized of the said premises; that they are free of all incumbrance, and that she has good right and lawful authority to sell the same; and that said part y of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part y of the first part ha s hereunto set her hand and seal the day and year above written.

Signed, sealed and delivered in our presence:

Ted L. Pebley
Leslie A. LeVot

Widow of Walter Kitching, deceased (Seal)
(Seal)

(7)

STATE OF FLORIDA, COUNTY OF MARTIN, SS:

I Hereby Certify, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Emma J. Kitching, widow of Walter Kitching, deceased to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 19th day of January, A. D. 19 48.

C. E. Dudley
Notary Public,
My commission expires August 1 1949

Lot 1, less N'westerly 50' of Blk 1, Kitching A/D

Warranty Deed

TO CORPORATION

EMMA J. KITCHING

TO

CITY OF STUART

Date

ABSTRACT OF DESCRIPTION

Record Verified

FILED AT 1:35 P.M. RECORDED Book 73 Deeds Page 172
FEB 16 1948
MARTIN COUNTY, FLA.
R. POMEROY, Clerk
By Elizabeth Miller D.C.

(7)

WARRANTY DEED
FROM CORPORATION

DREW'S FORM R. E. 33

Manufactured by The H. & W. B. Drew Company
Jacksonville, Florida.

This Indenture,

Made this 14th day of April, A. D. 1947

Between EAST COAST GROCERY COMPANY, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of St. Lucie and State of Florida party of the first part, and CITY OF STUART, a municipal corporation, of the County of Martin and State of Florida party of the second part. **Witnesseth,** That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its successors and assigns forever, all that certain parcel of land lying and being in the County of Martin and State of Florida, more particularly described as follows:

The Northwesterly Fifty (50) Feet of Lot One (1), Block One (1), Kitching's Addition to Stuart, according to the Final Plat thereof, together with all riparian rights thereunto belonging or in anywise appertaining; subject to State, County and City taxes for 1947 and prior years.
(This Grant is expressly made upon the condition that the above described property shall be used for public purposes only up to and including the year 1972, and should the same cease to be used for public purposes within the above mentioned time, the fee simple title thereto shall immediately revert to the Grantor herein, its successors or assigns.)

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining: **To Have and To Hold** the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

(Corporate Seal)

Attest: [signature] As Secretary

EAST COAST GROCERY COMPANY
By [signature] As President.

Signed, Sealed and Delivered in Our Presence:
Bertram Sharpe
Dema B. Rasmussen

(7)

State of FLORIDA
County of ST, LUCIE

I Hereby Certify, That on this 14th day of April, A. D. 19 47
before me personally appeared J. E. Harris
and H. F. Jones, respectively President and Secretary
of East Coast Grocery Company, a corporation under the laws
of the State of Florida, to me known to be the individuals and officers described
in and who executed the foregoing conveyance to City of Stuart, a municipal corporation
and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my signature and official seal at Fort Pierce
in the County of St. Lucie and State of Florida
the day and year last aforesaid.

Betty Lou Jackson
Notary Public in and for the
State of Florida at Large

My Commission expires on the 11th day of November, A. D. 19 47.

E'westerly 50' of Lot 1, Blk 1, Kitching A/D thru year 1972

FROM CORPORATION

EAST COAST GROCERY COMPANY
To
CITY OF STUART

Deed

Abstract of Description

State of Florida
County of Martin.

On this 15th day of April A. D. 1947, at 1:25 o'clock P. M., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 465 in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the Fifteenth Judicial Circuit of said State, in and for said County.

Clerk.

D. C.

Record Verified

.55 & Fd.

Rec Thereof

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 5/26/2026 **Prepared by:** Lee Baggett

Title of Item:
REFERENDUM BALLOT LANGUAGE FOR 2-ACRE PARCEL IN HANEY CREEK (RC):

RESOLUTION No. 40-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING FOR BALLOT LANGUAGE FOR A REFERENDUM UNDER CITY CHARTER SECTION 9.05 SEEKING VOTER APPROVAL TO RESCIND THE NOVEMBER 8, 2011 ELECTION BALLOT REFERENDUM REQUIREMENT TO LEASE AN UNDEVELOPED 1.97-ACRE COMMERCIAL PARCEL FRONTING US-1 OPPOSITE NORTH RIVER SHORES BOULEVARD THAT WAS TO FUND THE MAINTENANCE OF THE HANEY CREEK PRESERVE, SO THAT THE 1.97-ACRE PARCEL MAY BE CONVERTED TO CONSERVATION AND ADDED TO THE HANEY CREEK PRESERVE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
In 2006, Section 9.05 was added to the City Charter wherein any conveyance or long-term lease (in excess of 10 years) of any interest in city-owned property, which has or any contiguous parcel has frontage on a tidal creek of the St. Lucie River, requires approval by public referendum. In 2011, Martin County and the City co-purchased a 49.3-acre parcel, known as Harbour Walk Commercial Planned Unit Development parcel at Wright Boulevard and North US-1 for the purpose of conserving the land and making it contiguously part of the larger 165-acre Haney Creek Watershed Preserve which includes a tidal creek. In addition, the City acquired a 1.97-acre commercial zoned(CPUD) parcel fronting North US-1 opposite North River Shores Boulevard, which adjoins the Haney Creek Preserve. Pursuant to section 9.05 of the City Charter and with the goal of saving tax dollars, the City Commission requested the voters to vote on whether to lease the 1.97-acre commercial parcel on a long-term basis for the purposes of creating revenue to defray the cost of maintaining the Haney Creek Preserve, as well as other expenditures. On November 8, 2011, the voters of the City of Stuart approved a referendum authorizing the City to seek a long-term commercial lease for the 1.07-acre parcel in order to generate revenue to fund the perpetual maintenance of the Haney Creek Preserve. Since that time, the City has not leased the 1.97 acre parcel and it remains undeveloped land. The City uses an alternative lease, i.e. billboard, as the source of non-taxpayer revenue to fund the perpetual maintenance of the Haney Creek Preserve.

Earlier this year, the City Commission instructed City staff to move forward with converting the 1.97-acre into conservation and adding said parcel into the Haney Creek Preserve. In the original 2011 Funding Agreement, the City and Martin County agreed that the 1.97-acre parcel would be carved out and that the City would lease the property to fund the maintenance of the preserve. In resolution No. 20-2026, the City Commission approved the First Amendment to the 2011 Funding Agreement with Martin County which lifted the requirement to lease the 1.97-acre parcel for revenue and allow for it to be added to the Haney Creek Preserve. On May 5, 2026, Martin County also approved the First Amendment to the 2011 Funding Agreement.

By approving this ballot language, the referendum can be placed on the August 18, 2026 primary election ballot.

Funding Source:

Recommended Action:
The City Staff recommend that the City Commission approve this resolution.

ATTACHMENTS:
1. R40-2026 Referendum 2 Acre Parcel Haney Creek
2. R20-2026 plus ILA
3. Section 9.05 City Charter

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 40-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING FOR BALLOT LANGUAGE FOR A REFERENDUM UNDER CITY CHARTER SECTION 9.05 SEEKING VOTER APPROVAL TO RESCIND THE NOVEMBER 8, 2011 ELECTION BALLOT REFERENDUM REQUIREMENT TO LEASE AN UNDEVELOPED 1.97-ACRE COMMERCIAL PARCEL FRONTING US-1 OPPOSITE NORTH RIVER SHORES BOULEVARD THAT WAS TO FUND THE MAINTENANCE OF THE HANEY CREEK PRESERVE, SO THAT THE 1.97-ACRE PARCEL MAY BE CONVERTED TO CONSERVATION AND ADDED TO THE HANEY CREEK PRESERVE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, in 2006, Section 9.05 was added to the City Charter wherein any conveyance or long-term lease of any interest in City-owned property, which has or any contiguous parcel has frontage on a tidal creek, requires approval by public referendum; and

WHEREAS, in 2011, the City of Stuart and Martin County co-purchased a 49.3 acre parcel, known as Harbour Walk Commercial Planned Unit Development parcel at Wright Boulevard and North US-1 for the purpose of conserving the land and making it contiguously part of the larger 165-acre Haney Creek Watershed Preserve which includes a tidal creek (the entire 165 acre area is referred to herein as Haney Creek Preserve); and

WHEREAS, City acquired a 1.97-acre commercial zoned (CPUD) lot fronting North US-1 opposite North River Shores Boulevard, which adjoins Haney Creek Preserve; and

WHEREAS, consistent with Section 9.05 of the City of Stuart Charter and with the goal of providing relief to City taxpayers, the City Commission requested the voters vote on whether to lease the 1.97 acres on a long-term basis for the purpose of creating revenue to defray the cost of maintaining the Haney Creek Preserve, as well as other expenditures; and

WHEREAS, on November 8, 2011, the voters of the City of Stuart approved a referendum authorizing the City to seek a commercial lease for the 1.97-acre parcel in order to generate revenue to fund the perpetual maintenance of the Haney Creek Preserve (the 2011 Referendum); and

WHEREAS, the City has not leased the 1.97-acre parcel and it remains undeveloped land; and

WHEREAS, the City uses an alternative lease as the source of non-taxpayer revenue to fund the perpetual maintenance of Haney Creek Preserve; and

WHEREAS, the City Commission desires to convert the 1.97-acre parcel into conservation and add said parcel into the Haney Creek Preserve; and

WHEREAS, in order to keep the 1.97-acre parcel from being leased, the 2011 referendum must be rescinded by referendum of the voters at the next election and the voters must approve converting the 1.97-acre commercial parcel to conservation and adding said parcel into the Haney Creek Preserve.

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

SECTION 1: The following ballot question shall be placed on the City's Election to be held August 18, 2026, to become effective as provided by ordinance.

SECTION 2: The form of the question on the ballot for the August 18, 2026 referendum shall be as follows:

RESCIND PRIOR REFERENDUM REQUIRING COMMERCIAL LEASING OF PARCEL ADJOINING CITY PROPERTY FRONTING TIDALLY INFLUENCED WATERS

Shall the City rescind the November 8, 2011 election ballot referendum requirement to lease an undeveloped 1.97-acre commercial parcel fronting US-1 opposite North River Shores Boulevard that was to fund the maintenance

of the Haney Creek Preserve, so that the 1.97-acre parcel may be converted to conservation and added to the Haney Creek Preserve?

_____ Yes for approval

_____ No for rejection

SECTION 3: This resolution shall take effect immediately upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
SEAN REED, MAYOR				
VACANT, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

_____ _____

MARY R. KINDEL, MMC
CITY CLERK

SEAN REED
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 20-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE FIRST AMENDMENT TO THE 2011 FUNDING AGREEMENT WITH MARTIN COUNTY THAT AUTHORIZED THE PURCHASE OF 51.4 ACRES OF REAL PROPERTY KNOWN AS THE HANEY CREEK WATERSHED PRESERVE, WHICH WILL RESCIND THE CARVE-OUT OF THE 1.97 ACRE COMMERCIAL PORTION OF THE PROPERTY ALLOWING THE 1.97 ACRES TO BE USED FOR CONSERVATION PURPOSES ALONG WITH THE ADJOINING HANEY CREEK WATERSHED PRESERVE; PROVIDING FOR AN EFFECTIVE DATE; FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, in 2011, the City and Martin County (the "County") entered into a Funding Agreement to co-purchase approximately 51.4 acres of property for conservation and recreation within the City limits and in accordance with County Ordinance 711(the "Haney Creek Preserve"), the 2011 Funding Agreement is attached hereto as Exhibit "A"; and

WHEREAS, on November 8, 2011, a majority of voters approved a City referendum directing the City to carve-out approximately 2 acres of the Haney Creek Preserve located on U.S. Highway 1 for commercial purposes to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Preserve (the "Carve-Out Parcel"), a map depicting Haney Creek Preserve and the Carve-Out Parcel is attached hereto as Exhibit "B"; and

WHEREAS, since 2011, the City has paid for all improvements, maintenance and management of the Haney Creek Preserve from its general fund, and to date, the City has not found any acceptable commercial use for the Carve-out Parcel; and

WHEREAS, the City desires to abandon the covenant to use the Carve-out Parcel for commercial purposes in favor of combining the Carve-out Parcel with the rest of the Haney Creek Preserve to be used for conservation purposes in accordance with its Future Land Use Map and Zoning, subject to approval by the County and approved referendum in the upcoming August 18, 2026 Election Day; and

WHEREAS, in order to change the use of the Carve-Out Parcel from commercial to conservation and eliminate the requirement that its commercial revenue be used for perpetual maintenance for the Haney Creek Preserve, the 2011 Funding Agreement between the City and Martin County must be amended to reflect the parties' desires.

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

SECTION 1: The above referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The City Commission hereby approves the First Amendment to the Funding Agreement with Martin County; a draft of the First Amendment to the Funding Agreement is attached hereto as Exhibit "C."

SECTION 3: The final First Amendment to the Funding Agreement with Martin County shall be signed by the Mayor, or his designee and then be provided to the County for their consideration and execution.

SECTION 4: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR	Y			
SEAN REED, VICE MAYOR	Y			
EULA R. CLARKE, COMMISSIONER	Y			
LAURA GIOBBI, COMMISSIONER	Y			
CAMPBELL RICH, COMMISSIONER		N		

ADOPTED this 23rd day of March, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

EXHIBIT H

FUNDING AGREEMENT
BETWEEN
THE CITY OF STUART
AND
MARTIN COUNTY
(HANEY CREEK)

THIS AGREEMENT (the "Agreement") is made and entered into as of this 14th day of June, 2011, by and between **the City of Stuart, a municipal corporation of the State of Florida (the "City")** and **Martin County, a political subdivision of the State of Florida (the "County").**

BACKGROUND AND OBJECTIVES

WHEREAS, the City is a municipal corporation of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with the County for the purposes set forth herein; and

WHEREAS, the County is a political subdivision of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with the City for the purposes set forth herein; and

WHEREAS, effective as of May 6, 2011, the City, as Buyer, and **TCoast Holdings, LLC, a Florida limited liability company, as Sellers,** entered into that certain Agreement to Purchase and Sell Real Estate (the "Agreement") for the acquisition of Haney Creek Parcel located within the City of Stuart in Martin County consisting of approximately 51.4 acres more or less, for Three Million Eight Hundred Twenty- Five Dollars ($3,825,000.00), and

WHEREAS, the City has determined, subject to referendum, that it will use two acres, more or less, (located adjacent to US1) (the "Carve-out Parcel") of the 51.4 acres for commercial purposes in order to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Parcel and adjoining conservation lands; and

WHEREAS, the City applied to the County Land Acquisition Selection Committee ("LASC") to receive funds from the Martin County Half-Cent Sales Tax, pursuant to Martin County Ordinance No. 711 to acquire environmentally significant land for the purpose of preserving, conserving and restoring the St. Lucie River and to provide connections and wildlife corridors between publicly owned parks and conservation land; and

WHEREAS, on April 12, 2011, the Martin County Board of County Commissioners received and approved the recommendation of the LASC to provide fifty (50%) percent matching funds to partner with the City to fund the purchase of the Haney Creek Parcel; and

WHEREAS, the City further met the requirements of Ordinance 711 by providing fifty percent (50%) matching funds towards the purchase of the Haney Creek Parcel; and

WHEREAS, the City will also convey, at no cost, to the County a fifty percent (50%) interest in a 1.63 acre parcel that is connected to Wright Boulevard (the "Flag Parcel"), which Flag Parcel is contiguous to the Haney Creek Parcel and has previously been improved with a parking lot that will be used to provide public access; and

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

1. COUNTY'S CONTRIBUTION

1.1 The above recitals in the "Background and Objectives" section are true and correct, and incorporated herein.

1.2 The County will provide a contribution to the City for the City's acquisition of 49.4 acres, more or less, (hereinafter described as the Property), as described in Exhibit "A" attached hereto and made a part hereof, in the amount of One Million Eight Hundred Thirty Seven Thousand Five Hundred and 00/100 ($1,837,500.00) and the County will receive a fifty (50%) percent undivided interest in the Parcel.

2. COUNTY CLOSING PROCEDURE

2.1 The City will cooperate with the County in order to receive the Half-Cent Sales Tax funding by providing the following documents to the County for review and approval prior to the Closing set forth in section 2.3 below.

a. A fully executed copy of the Agreement for Purchase and Sale between the City and TCoast Holdings, LLC, a Florida limited liability company.

b. A fully executed copy of this Funding Agreement between the City and Martin County.

c. The proposed closing statement.

d. The proposed Special Warranty Deed from TCoast Holdings, LLC, a Florida limited liability company conveying a fifty percent (50%) undivided interest in the Property to the City of Stuart, and a fifty percent (50%) undivided interest in the Property to Martin County.

e. The proposed Special Warranty Deed, at no consideration, from the City conveying a fifty percent (50%) undivided interest in the Flag Parcel as described in Exhibit "B" attached hereto and made a part hereof to Martin County, at no cost.

f. A survey of the Property prepared to ALTA standards and certified to the City, the County and the Title Insurance Company.

g. A survey of the Flag Parcel prepared to ALTA standards and certified to the City, the County and the Title Insurance Company.

h. A title insurance commitment for the amount of the purchase price, naming the City and County as co-insured with copies of all documents referenced on Schedule B-I and B-II of the commitment for the Property

i. A title insurance commitment for the amount of $344,000.00, naming the City and County as co-insured with copies of all documents referenced on Schedule B-I and B-II of the commitment for the Flag Parcel.

j. An environmental site assessment of the Property and the Flag Parcel, certified to the City and the County, which meets the standards and requirements of ASTM practice E1527, and with a date of certification within 45 days of the date of acquisition of the Property by the City, together with a statement required by Rule 9K-8.021(4), F.A.C.

2.2 At least ten (10) business days prior to the Closing Date, the City shall provide a closing statement and an invoice in the amount of the County's contribution of **One Million, Eight Hundred Thirty Seven Thousand Five Hundred and 00/100 Dollars ($1,837,500.00) or fifty percent (50%) of the purchase price of the Property, whichever is less,** and copies of all documents with respect to the acquisition of the Property as set forth in Section 2.1 above; and specific wiring instructions to the County. The County shall provide the invoiced amount to the account specified by the closing agent at the Closing. If, for any reason, the County has delivered its funds and the Closing does not occur, the funds shall immediately be returned to the County within 1 business day.

2.3 At Closing, the City shall cause the Seller to convey to each of the County and the City an undivided fifty percent (50%) interest in the Property by special warranty deed. The City shall also convey an undivided fifty percent (50%) interest in the Flag Parcel to the County by Special Warranty Deed at no cost. The City shall be responsible, at its expense, with respect to any costs incurred, including but not limited to closings costs, documentary stamps, if any, recording fees, survey, and the title insurance premium. Closing with the County is conditioned upon both the City and the County closing with Seller on the Property.

3. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified, return receipt requested, or facsimile, to the parties as follows:

City: Stuart City Commission
ATTN.: Paul Nicoletti, City Manager & City Attorney

121 SW Flagler Avenue
Stuart, Florida 34994

County: Martin County Board of County Commissioners
ATTN.: Taryn Kryzda, County Administrator
2401 SE Monterey Road
Stuart, Florida 34996

or to such other address as may hereafter be provided by the parties in writing. Notices sent registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

4. TERM OF AGREEMENT; EXTENSION; TERMINATION

4.1 This Agreement shall be in effect for an initial term of five (5) years (``Term''), commencing on the date of execution by the last party to sign.

4.2 This Agreement may be extended upon the same terms and conditions by mutual written agreement of both parties.

4.3 This Agreement shall terminate automatically unless the same is extended by mutual written agreement prior to the expiration date of this Agreement. In addition any other provisions which by their terms survive the expiration or termination of this Agreement, sections 7, 8 and 9 survive the expiration or termination of this Agreement.

5. AUTHORITY OF PARTIES TO ENTER INTO AGREEMENT

5.1 The City represents that (1) this Agreement has been duly authorized, executed and delivered by the Mayor of the City of Stuart, and (2) it has the required power and authority to perform this Agreement.

5.2 The County represents that (1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of Martin County, and (2) it has the required power and authority to perform this Agreement.

6. AVAILABILITY OF FUNDING

This Agreement is subject to the availability of funding by the parties and does not obligate future appropriations for the obligations created herein.

7. TRANSFER OF THE PROPERTY AND DEDICATION/CERTIFICATION.

The County or City shall not sell, transfer or convey any right, title, or interest in the Property or create any lien or encumbrance or otherwise alter or encumber title to the Property without the prior written consent of the City and the County

8. MANAGEMENT OF ACQUIRED PROPERTY

8.1 The managing agency for the Property shall be the City.

8.2 A management plan with respect to the Property and the Flag Parcel (hereinafter described as the "Site") shall be prepared by the City. The management plan shall provide for all aspects of the improvement, use, management, and operation of the Site, including land uses that are compatible with the restoration goals and purposes, conservation and appropriate public recreational uses where such recreational uses are compatible with conservation requirements. The management plan shall include provisions for passive recreation, such as: (a) conducting limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails; and (b) construction and maintenance of passive public use facilities for the purpose of educating the public or allowing public access and recreation which have minimal or no impact on natural resources; and (c) placing signs and markers as necessary to identify trails, restoration areas, or other site features related to public use and land management activities; and (d) construction and maintenance to the extent allowed by current and future permits, at grade, management roads, fire breaks, trails, walkways, piers, observation platforms or boardwalks necessary to provide public access and management activities as provided for in the site's management plan; and (e) removal or killing by any lawful means, exotic or nuisance vegetation or animal species, conducting prescribed burns and conducting other management activities necessary to carry out management for conservation purposes; and (f) conducting restoration and enhancement projects which do not conflict with the purpose of this Agreement. A management plan with respect to the Site shall not become final until reviewed and approved in writing by the County. Any modification to the management plan with respect to the Site shall also require the approval of the County. The City shall be responsible, at its expense, for the construction, maintenance, and rehabilitation of any facilities or improvements on the Site for conservation, recreation or public access, including those required pursuant to the management plan for the Site. The City shall provide its proposed management plan to the County prior to June 14, 2012. The management plan shall require the City to change the Comprehensive Plan Future Land Use Map designation and zoning district of the Property to the conservation Future Land Use Map designation and the "P- Public Service" zoning district.

8.3 The City agrees that any and all revenue, other than taxes, received by the City from sale, lease or otherwise, from the Carve-out Parcel shall be perpetually and exclusively used for the improvement, use, management and operation of the Site and adjoining conservation parcels (see Exhibit "C"). All such improvement, maintenance, and operation shall comply with Martin County Ordinance 711 (see Exhibit "D"). In the event the revenue exceeds the expenses for the improvement, use, management and operation of the site, then the expenditure of any such surplus revenue shall be subject to the prior agreement of the City and County, which agreement shall not be unreasonably withheld or denied.

8.4 The City shall annually provide the County with an accounting of all revenues received from the Carve-out Parcel and the use of those revenues.

9. DISPUTE RESOLUTION

In the event a dispute arises concerning any provision of this Agreement, which the parties cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial and shall be selected by the parties. The cost of the mediation shall be borne equally by the parties. In the event the parties are unable to resolve their dispute through mediation, they shall have the right to pursue whatever remedies are available at law or in equity.

10. ADDITIONAL PROVISIONS

The provisions in this Agreement, and the obligations of the parties hereto under this Agreement may be modified or amended by mutual written agreement of the parties.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

ATTEST:

Marsha Ewing, Clerk

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida

By _____
Sarah Heard, Vice-Chairman

Approved as to form and correctness:

By: _____
Stephen Fry, County Attorney

ATTEST:

Cheryl White, City Clerk

CITY OF STUART, a municipal corporation of the State of Florida

By: _____
Mayor

Approved as to Form and Correctness:

By: _____
Paul J. Nicoletti, City Attorney

EXHIBIT B

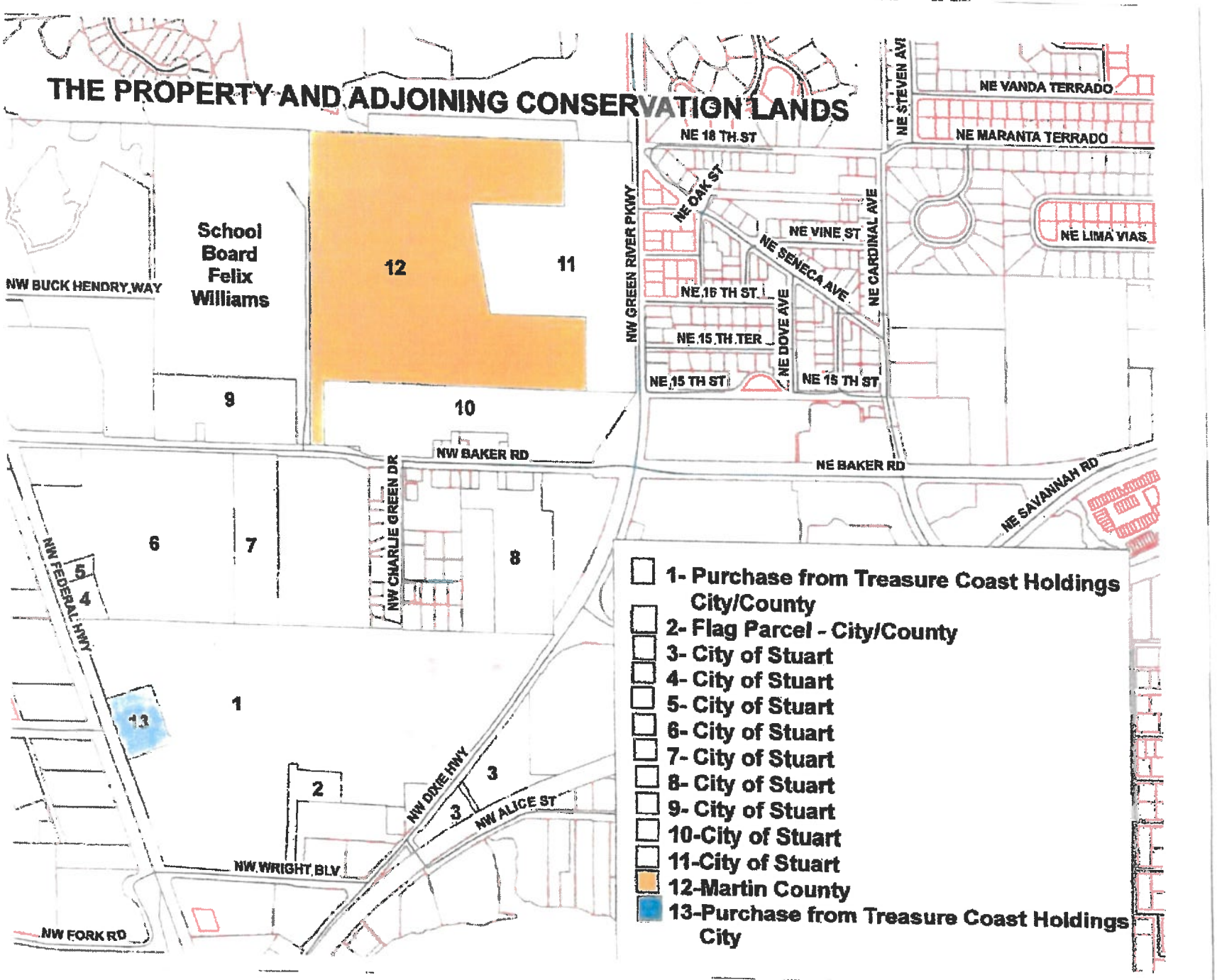

THE PROPERTY AND ADJOINING CONSERVATION LANDS
School Board Felix Williams
NW BUCK HENDRY WAY
NW GREEN RIVER PKWY
NE 18 TH ST
NE OAK ST
NE VINE ST
NE SENECA AVE
NE CARDINAL AVE
NE STEVEN AVE
NE VANDA TERRADO
NE MARANTA TERRADO
NE LIMA VIAS
NE 16 TH ST
NE 15 TH TER
NE DOVE AVE
NE 15 TH ST
NW BAKER RD
NE BAKER RD
NE SAVANNAH RD
NW CHARLIE GREEN DR
NW FEDERAL HWY
NW DIXIE HWY
NW ALICE ST
NW WRIGHT BLV
NW FORK RD
1
2
3
4
5
6
7
8
9
10
11
12
13
1- Purchase from Treasure Coast Holdings City/County
2- Flag Parcel - City/County
3- City of Stuart
4- City of Stuart
5- City of Stuart
6- City of Stuart
7- City of Stuart
8- City of Stuart
9- City of Stuart
10-City of Stuart
11-City of Stuart
12-Martin County
13-Purchase from Treasure Coast Holdings City

EXHIBIT C

FIRST AMENDMENT TO THE FUNDING AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY (HANEY CREEK PRESERVE)

THIS FIRST AMENDMENT TO THE JUNE 13, 2011 FUNDING AGREEMENT is made and entered into as of this 5th day of May, 2026, by and between **the City of Stuart, a municipal corporation of the State of Florida (the "City")** and **Martin County, a political subdivision of the State of Florida (the "County").**

RECITALS

WHEREAS, the City is a municipal corporation of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with other local governments for the purposes set forth herein; and

WHEREAS, in 2011, the City and the County agreed to purchase approximately 51.4 acres of property for conservation and recreation within the City limits and in accordance with County Ordinance 711(the "Haney Creek Preserve"); and

WHEREAS, on May 6, 2011, the City, as the buyer, entered into a real estate purchase agreement with TCoast Holdings, LLC for the acquisition of the Haney Creek Preserve consisting of approximately 51.4 acres of land within the City; and

WHEREAS, on June 14, 2011, the City and the County entered into an agreement referred to as the FUNDING AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY (hereinafter "2011 Agreement") and attached hereto with its original exhibits as Exhibit "1"; and

WHEREAS, on November 8, 2011, a majority of voters approved a City referendum directing the City to carve out and use approximately 2 acres of the Haney Creek Preserve which was located on U.S. Highway 1 for commercial purpose to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Preserve and other adjoining conservation lands (i.e. the "Carve-out Parcel"); and

WHEREAS, since 2011, the City has paid for all improvements, maintenance and management of the Haney Creek Preserve from its general fund, and to date, the City has not found any acceptable commercial use for the Carve-out Parcel; and

WHEREAS, both the City and the County desire to abandon the City's covenant to use the Carve-out Parcel for commercial purposes and convert the Carve-out Parcel to be used for conservation purposes in accordance with its Future Land Use Map and Zoning and to combine

the Carve-out Parcel with the remainder of the approximate 49.4 acres of the Haney Creek Preserve, subject to referendum by the City; and

WHEREAS, subject to passage of a 2026 referendum by the City, the City agrees to continue the maintenance, management and necessary improvements from its general funds, subject to the provisions of Section 6 of the 2011 Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and promises contained herein, the parties agree as follows:

1. The above-referenced recitals are true and correct, and incorporated as if fully set forth herein.

2. Section 3 of the 2011 Agreement is amended to read as follows:

3. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified, return receipt requested, or facsimile, to the parties as follows:

City: Stuart City Commission
ATTN.: City Manager
121 SW Flagler Avenue
Stuart, Florida 34994

County: Martin County Board of County Commissioners
ATTN.: County Administrator
2401 SE Monterey Road
Stuart, Florida 34996

or to such other address as may hereafter be provided by the parties in writing. Notices sent registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

3. Section 8 of the 2011 Agreement is amended to read as follows:

8. MANAGEMENT OF ACQUIRED PROPERTY

8.1 The managing agency for the Haney Creek Preserve shall be the City.

8.2 A management plan with respect to the Haney Creek Preserve and the Flag Parcel (hereinafter described as the "Site") shall be prepared by the City. The management plan shall provide for all aspects of the improvement, use, management, and operation of the Site, including land uses that are compatible with the restoration goals and purposes, conservation and appropriate public recreational uses where such recreational uses are compatible with conservation requirements. The management plan shall include provisions for passive recreation, such as: (a) conducting limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or

mulched walking trails; and (b) construction and maintenance of passive public use facilities for the purpose of educating the public or allowing public access and recreation which have minimal or no impact on natural resources; and (c) placing signs and markers as necessary to identify trails, restoration areas, or other site features related to public use and land management activities; and (d) construction and maintenance to the extent allowed by current and future permits, at grade, management roads, fire breaks, trails, walkways, piers, observation platforms or boardwalks necessary to provide public access and management activities as provided for in the site's management plan; and (e) removal or killing by any lawful means, exotic or nuisance vegetation or animal species, conducting prescribed burns and conducting other management activities necessary to carry out management for conservation purposes; and (f) conducting restoration and enhancement projects which do not conflict with the purpose of this Agreement. A management plan with respect to the Site shall not become final until reviewed and approved in writing by the County. Any modification to the management plan with respect to the Site shall also require the approval of the County. The City shall be responsible, at its expense, for the construction, maintenance, and rehabilitation of any facilities or improvements on the Site for conservation, recreation or public access, including those required pursuant to the management plan for the Site. The City shall provide its proposed management plan to the County prior to June 14, 2012. The management plan shall require the City to ensure the Comprehensive Plan Future Land Use Map designation and zoning district of the entire Haney Creek Preserve is Conservation Future Land Use Map designation and the "P- Public Service" zoning district.

8.3 Any and all improvement, maintenance, and operation of the Haney Creek Preserve shall comply with Martin County Ordinance 711 (see Exhibit "D").

4. Section 11 of the 2011 Agreement is amended to read as follows:

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An emailed copy of this First Amendment to the 2011 Agreement and any signatures hereon shall be considered for all purposes as originals.

5. This First Amendment to the 2011 Agreement is subject to referendum by the City at the 2026 elections on the question of whether the Carve-out Parcel shall be converted from commercial purposes to conservational and recreational purposes.

6. Except as amended herein, the remaining terms and conditions of the 2011 Agreement shall remain in full force and effect.

7. This First Amendment to the 2011 Agreement shall be filed with the Martin County Clerk of Circuit Court as required by Florida Statutes § 163.01.

ATTEST:

Carolyn Timmann, Clerk of Circuit Court and Comptroller

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida

By: _____
Sarah Heard, Chairman

Approved as to form and correctness:

By: _____
Elysse Elder, County Attorney

ATTEST:

Mary R. Kindel, City Clerk

CITY OF STUART, a municipal corporation of the State of Florida

By: _____
Christopher Collins, Mayor

Approved as to form and correctness:

By: Lee J. Baggett
Lee J. Baggett (Mar 25, 2026 09:30:14 EDT)
Lee J. Baggett, Esq. City Attorney

ARTICLE IX. VACATION OF STREETS

Sec. 9.01. Alteration of streets.

Whenever it may be deemed necessary, the city commission by ordinance may cause public right-of-way to be opened, closed, or vacated.

(Ord. No. 2231-2011, § 1(Exh. A), 7-11-2011)

Sec. 9.02. Vacation of streets [subject to terms and costs].

The vacation or abandonment of any public right-of-way or part thereof shall be subject to the procedures, terms, fees, costs and charges for such vacation as shall be provided by ordinance.

(Ord. No. 2231-2011, § 1(Exh. A), 7-11-2011)

Sec. 9.03. Closing streets giving direct access to navigable waters.

Notwithstanding the provisions of Section 9.02 of this charter, no public right-of-way giving direct access to any navigable waters in the City of Stuart shall be closed, vacated or abandoned without the approval of a majority of the electors participating in a referendum election, as hereafter provided, except in those instances wherein the person or persons petitioning the City of Stuart for such closing, vacating or abandoning of public right-of-way giving direct access to any navigable waters offer to trade or give to the city comparable land or lands for a road, street or public thoroughfare to give access to the same body of water. Such access shall be of such condition as to not work a hardship to users thereof, and the reasonableness of the distance shall be left to the discretion of the city commission of the City of Stuart.

(Ord. No. 2231-2011, § 1(Exh. A), 7-11-2011)

Sec. 9.04. Procedure to close, vacate or abandon public rights-of-way giving direct access to navigable waters.

If any such person or persons petitioning the commission of the city for the closing, vacating or abandoning of public rights-of-way which give direct access to any navigable waters within the city limits of the city do not offer to trade or give to the city comparable land within a reasonable distance of the area affected, the following shall apply:

a. After giving thirty (30) days' notice thereof by publication once a week for three (3) consecutive weeks in a newspaper published in said city, such publications being at least seven (7) days apart, the question of whether the road shall be closed shall be submitted to the qualified electors of city.

b. A special election may be held at the same time and may be conducted by the same election officials as any scheduled election.

c. If a special election is called the person or persons requesting the change shall advance to the city the cost of said election.

(Ord. No. 2231-2011, § 1(Exh. A), 7-11-2011)

Sec. 9.05. Long term lease or conveyance of waterfront property; subject to approval at referendum.

The City Commission shall not convey or lease for more than 10 years (including options to renew) any interest in real property owned or controlled by the City, if it or any contiguous parcel has frontage on the St. Lucie River or on a tidal creek, unless the proposed conveyance or lease is first approved by public referendum using the procedure started in Charter section 9.04 for vacating public streets providing water access.

(Res. No. 195-06, § 1, 11-27-2006, ref. of 11-7-2006)

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 5/26/2026 **Prepared by:** Mechelle Arbuzow

Title of Item:
WAL-MART EXTERIOR REBRAND - MAJOR COMMERCIAL PUD AMENDMENT (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2551-2026: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE WAL-MART COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), PROVIDING FOR AN AMENDMENT TO THE ADOPTED RESOLUTION NUMBER 28-2011 TO AUTHORIZE MODIFICATIONS TO THE APPROVED UNIFIED SIGNAGE PLAN, INSTALL A NEW CANOPY AND PAINT THE EXTERIOR OF THE BUILDING; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The Wal-Mart Commercial Planned Unit Development (CPUD) is designated with CPUD zoning and a Commercial Future Land Use classification, encompassing approximately 33.7 acres.

The sign amendment adopted on March 28th, 2011 in Resolution Number 28-2011 totals 536 square feet. The Administrative Variance Number Z18010002 recorded on April 5th, 2018 totals the remaining 71.58 square feet to equal 607.58 square feet.

The applicant is seeking approval from the Stuart City Commission for the following site and signage modifications:
- Removal of 642.14 sq. ft. of existing wall-mounted signage (nineteen individual signs) and installation of 588.89 sq. ft. of new wall-mounted signage (twenty-seven individual signs)
- Face changes to the four (4) existing monument signs
- Construction of a new canopy on the previously approved expansion
- Repainting the building's exterior

The original request proposed adding a new pick-up banner sign on an existing light pole; since the meeting with the LPA Board, Wal-Mart has decided not to move forward with the pick-up banner request.

Funding Source:
N/A

Recommended Action:
Staff find that the proposed updates to the existing signs are consistent with the Land Development Code.

Staff do find the proposed monument signs face change as well as the new canopy on the previously approved addition to be consistent with the City's Land Development Regulations and Comprehensive Plan.

The request for the new Pickup banner on the existing light pole in the parking lot is not a permitted sign in the City's Land Development Code and was not recommended by the LPA Board. The applicant has since pulled that request from the list and is based off of Commission approval; staff did not recommend

approval of the additional sign.

The request to repaint the Wal-Mart building in a predominantly gray color does not comply with Section 6.05.07.C. of the City's Land Development Code, which requires all building and structure wall colors to be limited to muted pastel or earth-tone shades; staff is not recommending approval.

The item was presented to the Local Planning Agency (LPA) on March 12, 2026. The Board recommended approval of the following:
-Approval of the proposed canopy
-Approval of the Monument signs changes
-Approval of the wall signs with the condition that the signs have to stay within the 607.58 square-feet of signage space.

The LPA did not recommend the pick-up banner proposed in the parking lot as well as the proposed color scheme. The LPA Board recommended that the color scheme be a lighter shade that meets the Stuart Code Requirements. For example, different shades for the trim and shutter awnings to show the architectural features of the building.

ATTACHMENTS:
1. Ordinance 2551-2026 Major Amendment CPUD - Wal-Mart Exterior Rebrand
2. Staff Report
3. Major PUD Amendment Application
4. Plans
5. ORD 1915-03
6. Resolution 28-2011 - Signage

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2551-2026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE WAL-MART COMMERCIAL PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN AMENDMENT TO THE ADOPTED RESOLUTION NUMBER 28-2011 TO AUTHORIZE MODIFICATIONS TO THE APPROVED UNIFIED SIGNAGE PLAN, INSTALL A NEW CANOPY AND PAINT THE EXTERIOR OF THE BUILDING LOCATED AT 4001 SE FEDERAL HIGHWAY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Florida Statutes § 163.3202 requires the City of Stuart to adopt, amend, and enforce land development regulations that are consistent with and serve to implement the City's Comprehensive Plan; and

WHEREAS, pursuant to the Florida Local Government Development Agreement Act, Florida Statutes § 163.3220 *et. Seq.,* the City of Stuart has the authority to hold public hearings and enter into development agreements on properties located within the City of Stuart; and

WHEREAS, the City of Stuart Land Development Code Section 11.01.10 requires a Major Amendment to a Planned Unit Development for a change in the site plan or approval regarding any

DRAFT

area set aside and designated for future development; and

WHEREAS, on March 31, 2003, the City Commission adopted Ordinance No. 1915-03, to amend Ordinance Number 1533-97 to approve an amendment to the 55.380 acre Commercial Planned Unit Development (CPUD) relating to 33.903 acres providing for the CPUD development documents and development conditions, and

WHEREAS, on March 28, 2011, the City Commission adopted Resolution No. 28-2011, to approve a minor amendment to the Wal-Mart CPUD ordinance number 1915-03, development condition #4 to allow for a modification to the previously adopted signage plan, and

WHEREAS, the Local Planning Agency ("LPA") held a properly noticed hearing on March 12, 2026, to consider the Applicant's request and unanimously voted to recommend approval subject to certain conditions; and

WHEREAS, the City Commission held two properly noticed public hearings with the First Reading of the ordinance on April 13, 2026, and the Second Reading of the ordinance on April 27, 2026.

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

SECTION 1: The foregoing recitals shall be and are hereby incorporated as if fully set forth herein.

SECTION 2: The legal description of the subject property, reflecting the 31.44-acre parcel, is set forth on **Exhibit "A"** attached hereto and made a part hereof by reference. A map depicting the subject property is attached hereto as **Exhibit "B"** and made part of reference.

SECTION 3: In consideration of the LPA's recommendation, all written and oral comments at the public hearing, the analysis by the City's Development Department and the evidence and testimony presented by the parties at the public hearing, the City Commission has determined that the Applicant/Property Owner showed substantial competent evidence that the application is

consistent with the City's Comprehensive Plan and Land Development Code of the City along with being compliant with the procedural requirements of the law. The City Commission hereby approves the Major Amendment to the "Wal-Mart Commercial Planned Unit Development (CPUD)," subject to certain Conditions of Approval. The Conditions of Approval for the subject development are attached hereto attached as **Exhibit "C"** and made part hereof by reference.

SECTION 4: All ordinances or parts of ordinances and resolutions in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any prior contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 5: Following the adoption of this ordinance and any 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 Applicant, Property Owner or successor in interest 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) and Resolutions adopting the same, the City Commission may impose or do any or all the following:

a. Initiate the process to amend or repeal this or any other ordinance or resolution pertaining to the development.
b. Direct the City Development Director to initiate the process to rezone the CPUD property or any portion of the CPUD property.
c. 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 CPUD ordinance by the Applicant, Property Owner or successor in interest shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: 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 7: This ordinance shall become effective immediately upon adoption by the City Commission.

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.

SECTION 9: The following documents (hereinafter "Approved Development Documents" are attached hereto attached as **Exhibit "D"**) on file as public records of the City of Stuart, at the City Clerk's office in City Hall, shall be deemed as part of the conditions applicable to the subject development:

1. Exterior Elevations, Sheet A2, dated September 5, 2025, prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.
2. Exterior Signage, Sheet A2.1 dated September 5, 2025, and prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.
3. Online Pickup Elevations with Canopy, Sheet OPA1.2 dated September 5, 2025, and prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.

SECTION 10: 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 11: Upon complete executing of this ordinance, the City Clerk is directed to record this ordinance in the Public Records of Martin County, Florida.

First read on the ____ day of _____, 2026.

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:

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR				
SEAN REED, VICE MAYOR				
EULA CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED on second and final reading this day of _____, 2026.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

DRAFT

EXHIBIT "A" Legal Description

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF LOTS 153 THROUGH 159, AND ALSO A PORTION OF LOTS 197, 203 AND 204 AND ALSO ALL OF LOTS 198 THROUGH 202, OFFICIAL MAP SEWALL'S POINT LAND CO., PLAT BOOK 3, PAGE 7, LYING WITHIN LOT 3 OF THE MILES OR HANSON GRANT, PALM BEACH COUNTY, FLORIDA (SAID LAND NOW LYING AND BEING A PART OF MARTIN
COUNTY, FLORIDA), BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF "THE EXPOSITION" AS RECORDED IN PLAT BOOK 9, PAGE 17, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE BEARING NORTH 29°28'59" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 1 (A 200" WIDE RIGHT OF WAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 89010-2114, A DISTANCE OF 80.41 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF S.E. MARKET PLACE (AN 80' WIDE PUBLIC RIGHT OF WAY), AS RECORDED IN
OFFICIAL RECORDS BOOK 402, PAGE 763 THROUGH 768, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING NORTH 29°28'59" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 807.60 FEET TO A POINT;

THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, BEARING NORTH 60°29'03" EAST, A DISTANCE OF 215.25 FEET TO A POINT;

THENCE, BEARING NORTH 66°19 23" EAST, A DISTANCE OF 314.21 FEET TO A POINT;

THENCE, BEARING NORTH 37°07'18" EAST, A DISTANCE OF 44.26 FEET TO A POINT;

THENCE, BEARING NORTH 66°17'23" EAST, A DISTANCE OF 1016.35 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S.E. COMMERCE (AN 80' WIDE RIGHT OF WAY), AS RECORDED IN OFFICIAL RECORDS BOOK 631, PAGE 1627, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 7460.00 FEET, A CHORD DISTANCE OF 607.69 FEET BEARING SOUTH 50°33'38" EAST; THENCE SOUTHEASTERLY A DISTANCE OF 607.86 FEET ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04°40'07", TO A POINT;

THENCE, BEARING SOUTH 48°13'34" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 336.07 FEET TO THE POINT OF INTERSECTION WITH

THE NORTHERLY RIGHT OF WAY LINE OF THE AFORESAID S.E. MARKET PLACE;

THENCE, BEARING SOUTH 66°19'21" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1916.05 FEET TO THE POINT OF BEGINNING.

Parcel Control Number: **03-38-41-020-001-00010-0**

Property Address: **4001 SE FEDERAL HIGHWAY, STUART FL**

DRAFT

EXHIBIT "B"

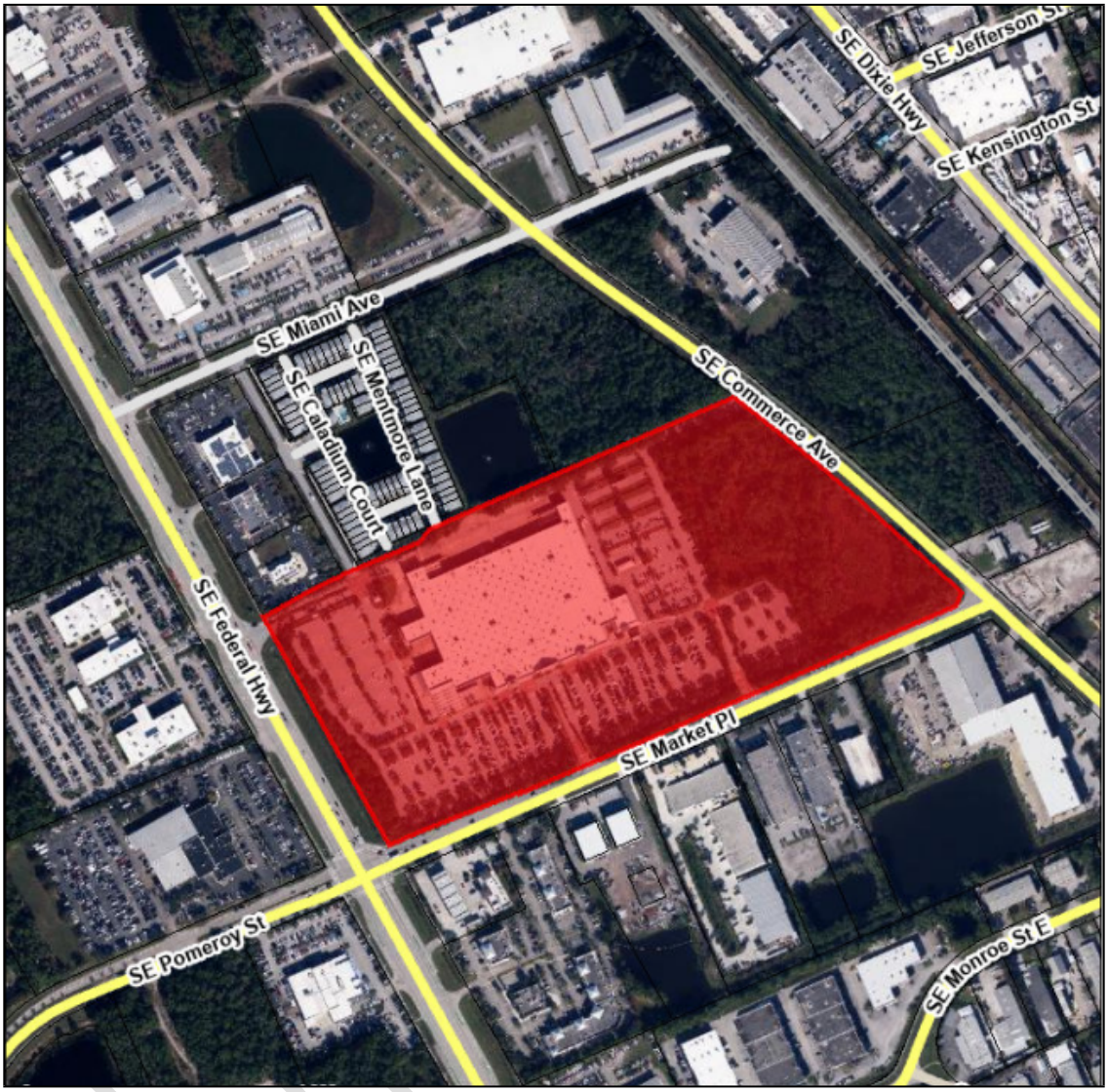

SE Jefferson St
SE Dixie Hwy
SE Kensington St
SE Miami Ave
SE Mentmore Lane
SE Caladium Court
SE Commerce Ave
SE Federal Hwy
SE Market Pl
SE Pomeroy St
SE Monroe St E

EXHIBIT "C" – DEVELOPMENT CONDITIONS

1. Any modifications to the Master CPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

2. The approval granted shall become null and void unless a Building and/or Site Permit is obtained within five (5) years of the Major Amendment to the CPUD approval, or an extension is granted in accordance with Section 8.05.08 of the City of Stuart Land Development Code.

3. Any changes to this approved site plan will require an application for amendment, in accordance with Section 11.01.00 of the Land Development Code.

4. Construction activity shall be limited from 7:00am to 6:00 pm Monday – Saturday.

5. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

6. The Applicant, Property Owner or successor in interest shall construct the project's infrastructure in one phase and complete all site and infrastructure prior to the certificate of occupancy.

7. In the event of any conflict in the provisions of Exhibit "D" Development Conditions and attached exhibits, Exhibit "D" shall prevail.
8. Temporary or freestanding storage units are prohibited on the property once construction is complete.

Signage

20. All signage within the CPUD must maintain consistency in quantity, placement, dimensions, height, illumination, and materials, reflecting a unified design theme throughout the Planned Unit Development. The signage package prepared by HFA-AE, LTD., digitally signed and sealed by Bogue Louis Ebbrecht, dated September 5, 2025, is hereby approved for this project. No additional signage beyond this approved package is permitted.

DRAFT

EXHIBIT "D" - Approved Plans and Documents

The Wal-Mart CPUD project shall comply with the following drawings:

A. **Exterior Elevations, Sheet A2, dated September 5, 2025, prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.**

B. **Exterior Signage, Sheet A2.1 dated September 5, 2025, and prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.**

C. **Online Pickup Elevations with Canopy, Sheet OPA1.2 dated September 5, 2025, and prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.**

DRAFT

City of Stuart

TO:	City Commission
THROUGH:	Jodi Kugler, Development Director
FROM:	Mechelle Arbuzow, Development Planner I
MEETING DATE:	Monday, April 13, 2026
SUBJECT:	1087 – Wal-Mart Exterior Rebrand – Major Planned Unit Development Amendment (*Project No. MJPD-25-6)*

AGENDA REQUEST:

Wal-Mart is requesting a variance from the adopted CPUD Ordinance No. 1915-03 and the previously approved Resolution No. 28-2011, Development Condition #4, to allow modifications to the approved Unified Signage Plan. The request seeks to update and increase the square footage of the exterior Walmart store signage, install a new canopy and paint the exterior building at 4001 SE Federal Highway.

The original request proposed to add new pick up banner sign on an existing light pole; since the meeting with the LPA Board, Wal-Mart has decided not to move forward with the pick-up banner request.

GENERAL INFORMATION

Property Owner/Applicant:	Wal-Mart Stores East, LP 702 SW 8 Street Bentonville, AR 72716
Agent:	Christine Brooks of HFA-AE, LTD. 1705 S Walton Boulevard, Suite 3 Bentonville, AR 72712
Location:	4001 SE Federal Highway
Parcel ID:	38-38-41-020-001-00010-0
Future Land Use:	Commercial
Zoning District:	Commercial Planned Unit Development
Existing Use:	Retail
Surrounding Zoning:	CPUD and RPUD

BACKGROUND

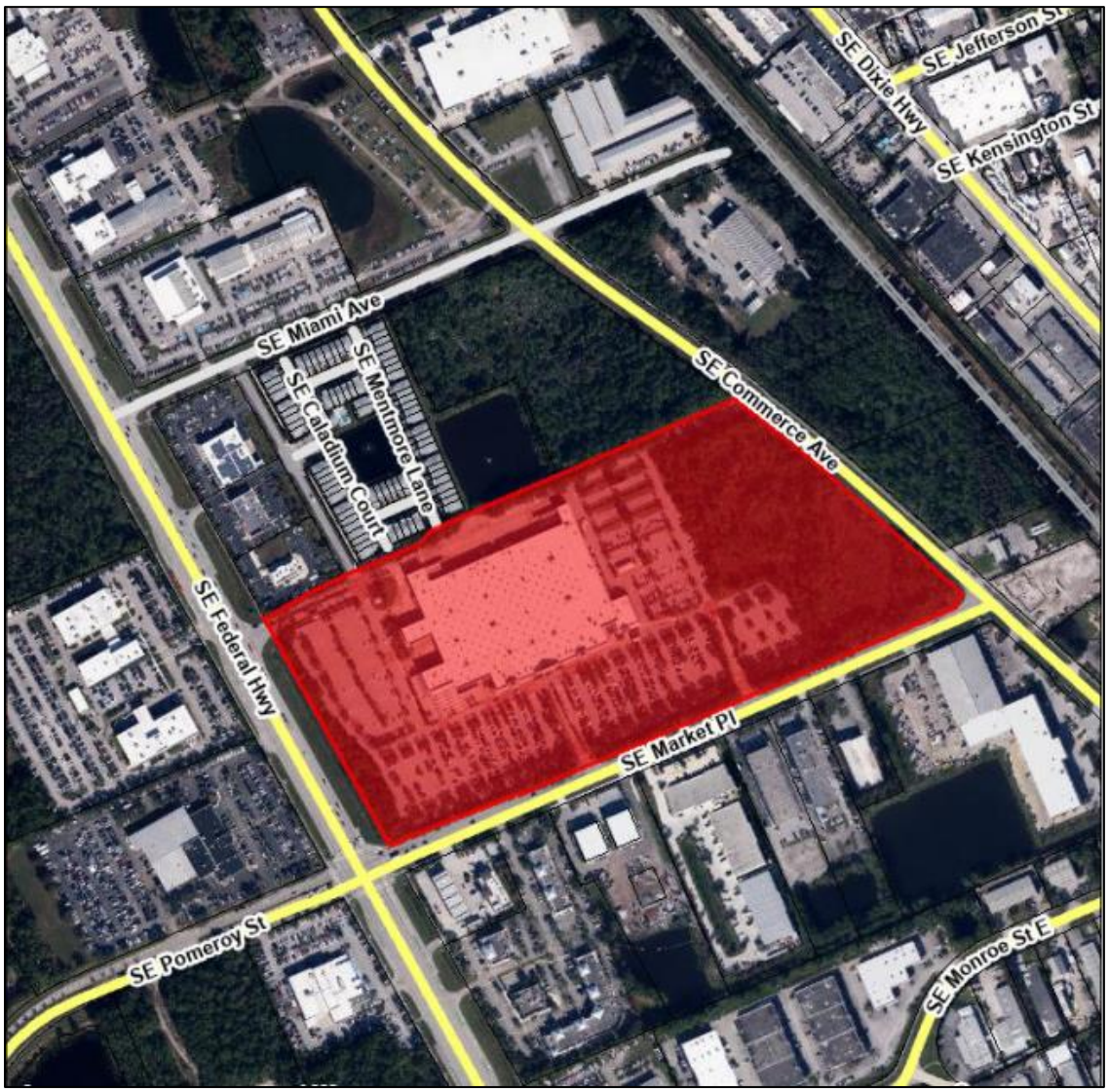
The Wal-Mart Commercial Planned Unit Development (CPUD) is designated with CPUD zoning and a Commercial Future Land Use classification, encompassing approximately 33.7 acres.

The sign amendment adopted on March 28th, 2011 in Resolution Number 28-2011 totals 536 square feet. The Administrative Variance Number Z18010002 recorded on April 5th, 2018 totals the remaining 71.58 square feet to equal 607.58 square feet.

The applicant is seeking approval from the Stuart City Commission for the following site and signage modifications:

- Removal of 607.58 sq. ft. of existing wall-mounted signage (eighteen individual signs) and installation of 608.90 sq. ft. of new wall-mounted signage (twenty-eight individual signs)
- Face changes to the four (4) existing monument signs
- Construction of a new canopy on the previously approved expansion
- Repainting the building's exterior

Location Map



Land Use/Zoning neighboring the proposed development:

Surrounding Property	Address	Zoned	Future Land Use
North	3991 SE Federal Highway 2400 SE Miami Street Unassign add. (City Owned)	CPUD RPUD CPUD	Commercial Multi-Family Residential Commercial
West	3970 SE Federal Highway 4000 SE Federal Highway	CPUD CPUD	Commercial Commercial
South	Multiple parcels 3920 SE Commerce Avenue	CPUD Industrial PUD	Commercial Industrial
East	Multiple Parcels (Martin County)	M-2-Industrial (Martin County)	Industrial (Martin County)

PROJECT ANALYSIS

Any modifications to the PUD final site plan, due to final engineering, that exceeds five percent of the approved plan documents for items, including, but not limited to, those affecting building footprint, building setbacks; density; building location; parking size, location and number; **signage**; drainage areas; and location of landscaping shall require further approval by the advisory board and city commission via a public hearing process. A written record of the modification shall be entered upon the original approval and maintained in the files of the city clerk.

Wall Mounted Signs

The proposed amendment reflected on Sheet A2.1 shows the existing 607.58sqft of wall mounted signs totaling eighteen (18) to be removed and proposing of 608.90sqft of wall mounted signs totaling twenty-eight (28) to be installed. Upon approval, the applicant will be required to comply with all applicable conditions and requirements outlined in the CPUD agreement.

EXISTING SIGNAGE SCHEDULE

NOTE: THE SQUARE FOOTAGE IS NOT REQUIRED FOR THE SIGNAGE SHOWING 0.00 SF.

ETR / DEMO	SIGNAGE	HEIGHT	COLOR	ILLUMINATED	QTY	TOTAL FONT / SHAPE AREA (SF)	TOTAL RECTANG / CIRCLE AREA (SF)
SIDE SIGNAGE							
DEMO	Walmart		WHITE	YES	1		
DEMO	Spark	4'-6"	YELLOW	YES	1	198.38	198.38
DEMO	Auto Center	2'-0"	WHITE	NO	1	31.47	31.47
SIDE SIGNAGE							229.85
FRONT SIGNAGE							
DEMO	Walmart		WHITE	YES	1		
DEMO	Spark	4'-6"	YELLOW	YES	1	198.38	198.38
DEMO	Home & Pharmacy	1'-6"	WHITE	NO	1	35.13	35.13
DEMO	Grocery	1'-6"	WHITE	NO	1	14.48	14.48
DEMO	Lawn & Garden	2'-0"	WHITE	NO	1	41.02	41.02
DEMO	Pickup		WHITE	YES	1		
DEMO	Spark	2'-6"	YELLOW	YES	1	66.68	66.68
FRONT SIGNAGE							335.69
AUTO CARE							
DEMO	Tire	1'-0"	WHITE	NO	4	3.13	12.52
DEMO	Lube	1'-0"	WHITE	NO	4	2.38	9.52
AUTO CARE							22.04
TOTAL BUILDING SIGNAGE							607.58

EXSITING SIGNAGE SCHEDULE:
1. REVISED GRAPHIS OF SCHEUDLE IN ITS ENTIRETY

NEW SIGNAGE SCHEDULE

NOTE: THE SQUARE FOOTAGE IS NOT REQUIRED FOR THE SIGNAGE SHOWING 0.00 SF.

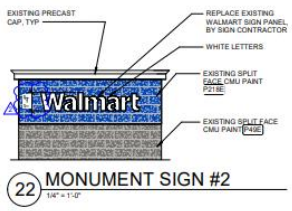
ETR / NEW	SIGNAGE	HEIGHT	COLOR	ILLUMINATED	QTY	RECTANG AREA (SF)	TOTAL RECTANG AREA (SF)
SIDE							
NEW	Walmart	4'-0"	WHITE	YES	1	88.94	88.94
NEW	Spark	6'-10"	YELLOW	YES	1	42.10	42.10
SIDE					2		131.04
FRONT							
NEW	Walmart	4'-6"	WHITE	YES	1	112.57	112.57
NEW	Spark	7'-9"	YELLOW	YES	1	53.28	53.28
NEW	Grocery	2'-6"	WHITE	NO	1	42.95	42.95
NEW	Home & Fashion	2'-6"	WHITE	NO	1	73.60	73.60
NEW	Pickup ->	2'-0"	WHITE	YES	1	32.86	32.86
NEW	Wine & Spirits	1'-6"	WHITE	NO	1	27.39	27.39
NEW	Address Numbers	1'-0"	WHITE	NO	1	0.00	0.00
NEW	Outdoor	2'-0"	WHITE	NO	1	24.96	24.96
NEW	<Auto Care	1'-6"	WHITE	NO	1	20.01	20.01
FRONT					9		387.62
AUTO CARE							
NEW	Auto Care	2'-0"	WHITE	NO	1	28.16	28.16
NEW	Oil Change	1'-0"	WHITE	NO	4	9.51	38.04
NEW	Tire	1'-0"	WHITE	NO	4	2.89	11.56
NEW	Numerals	1'-3"	WHITE	NO	8	1.56	12.48
AUTO CARE					17		90.24
Grand total: 28					28		608.90

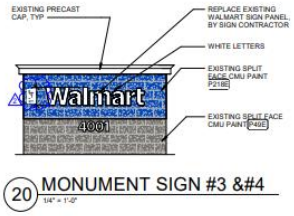
NEW SIGNAGE SCHEDULE:
1. REVISED GRAPHICS OF SCHEUDLE IN ITS ENTIRETY
2. REVISED SIDE SIGNS TOTAL SQ FT
3. REVISED FRONT SIGNS TOTAL SQ FT
4. REVISED AUTO CARE SIGNS TOTAL SQ FT
5. REVISED GRAND TOTAL SIGNS SQ FT

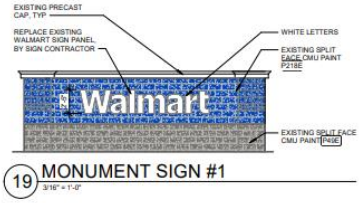
Monument Signs

The applicant proposes face changes only to the existing four (4) monument signs. Sheet A2.1 reflects the face changes and location of the monument signs.



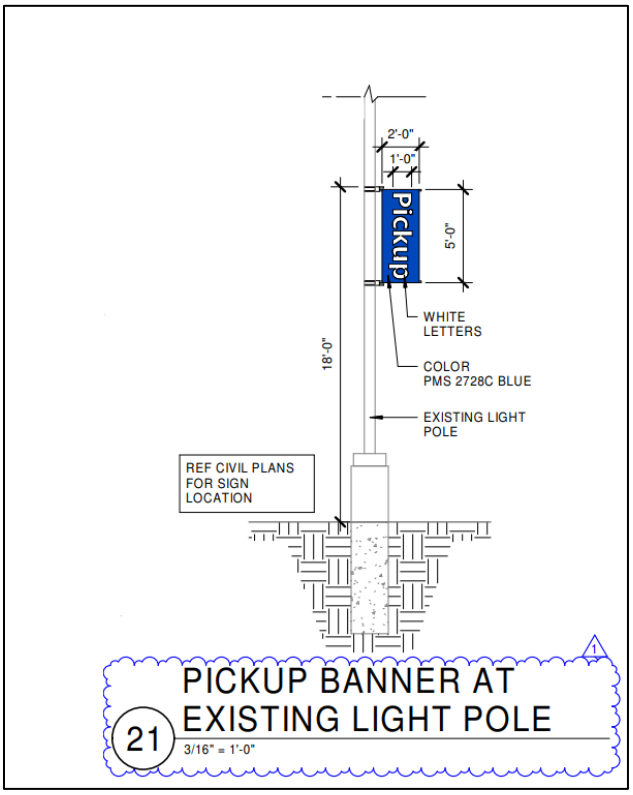






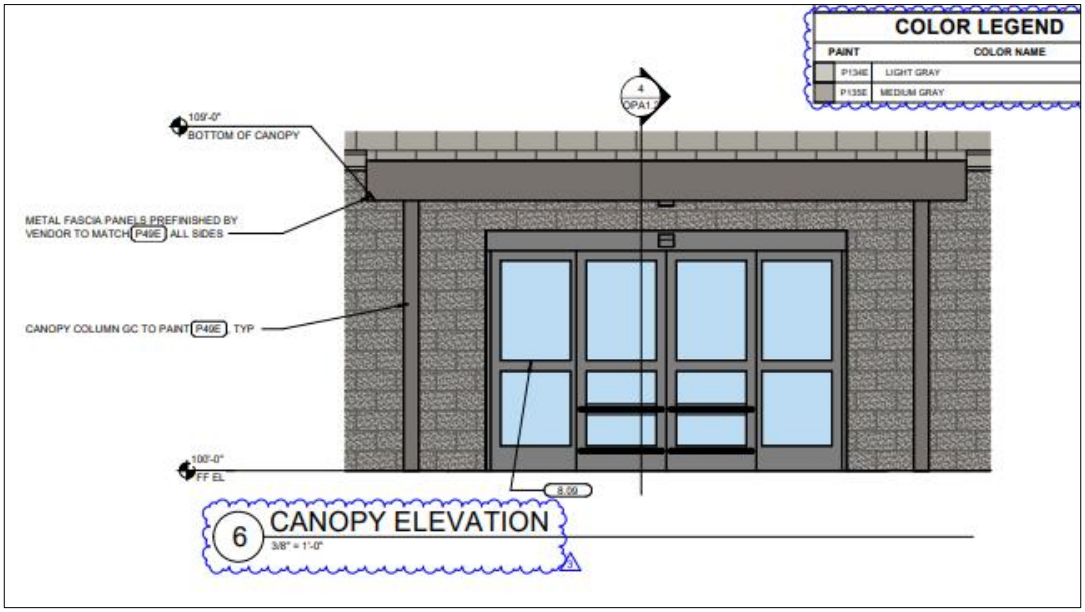
Pickup Banner

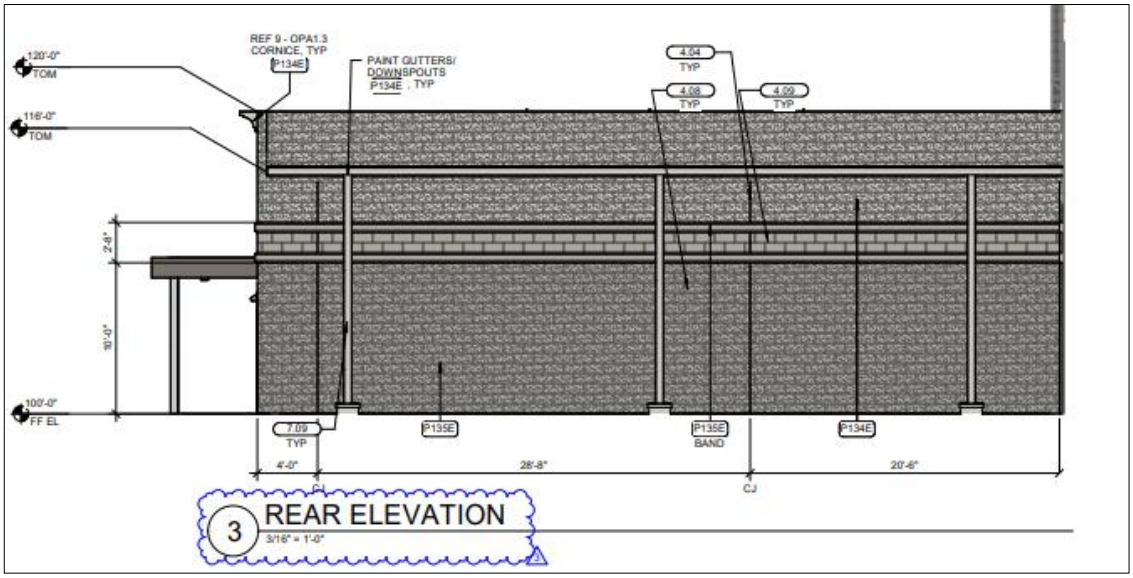
The original proposal included a new 2'X5'pickup banner to be installed on an existing light pole within the parking lot. The background is Wal-Mart blue with white lettering "Pickup". Following the feedback from the LPA Board meeting, Wal-Mart has decided to withdraw the request. The image of the banner is located below:



Canopy:

The applicant is requesting approval for the installation of a canopy on the previously approved addition and has updated the color legend to reflect the light and medium gray instead of the original dark gray.





Exterior Paint

The applicant is requesting repaint utilizing the colors below:

COLOR LEGEND

PAINT	COLOR NAME
P5E	SAFETY YELLOW
P21E	SAFETY RED
P33E	CREAM
P36E	BLACK
P134E	LIGHT GRAY
P135E	MEDIUM GRAY
P140E	WHITE
P218E	TRUE BLUE

In accordance with Section 6.05.07.C. of the City's Land Development Code, regarding predominant exterior color states that all building or structure wall colors shall be restricted to muted pastel or earth-tone shades. The use of black or fluorescent colors is prohibited as a predominant exterior building color.

Building Department

Signs are permitted separately; Installation of New Canopy is a separate permit.

Fire Department

All work shall conform with the 8th edition of the Florida Fire Prevention Code. NFPA 1, 1.14.4 Review and approval by the Authority Having Jurisdiction shall not relieve the applicant of the responsibility of compliance with this Code.

PUBLIC NOTIFICATION

On February 20, 2026, the Applicant sent notification to property owners located within 300 feet of the proposed petitions. Two (2) public notification signs were installed to inform the public about the Local Planning Agency and the Commission's Public Hearings.

STAFF RECOMMENDATION

Staff find that the proposed updates to the existing signs are consistent with the Land Development Code; however, staff do not support increasing the square footage of the previously approved signage.

Staff do find the proposed monument signs face change as well as the new canopy on the previously approved addition to be consistent with the City's Land Development Regulations and Comprehensive Plan.

The request for the new Pickup banner on the existing light pole in the parking lot is not a permitted sign in the City's Land Development Code and was not recommended by the LPA Board, the applicant has since pulled that request from the list and is based off of Commission approval; staff did not recommend approval of the additional sign.

The request to repaint the Wal-Mart building in a predominantly gray color does not comply with Section 6.05.07.C of the City's Land Development Code, which requires all building and structure wall colors to be limited to muted pastel or earth-tone shades; staff is not recommending approval.

LOCAL PLANNING AGENCY RECOMMENDATION

The item was presented to the Local Planning Agency (LPA on March 12, 2026. The Board recommended approval of the following:

- Approval of the proposed canopy
- Approval of the monument signs changes
- Approval of the wall signs with the condition that the signs must stay within 607.58 square-foot of signage space.

The LPA did not recommend the proposed pick-up banner sign to be located in the parking lot as well as the proposed color scheme. The LPA Board recommended that the color scheme be a lighter shade that meets the Stuart Code Requirements. For example, different shades for the trim and shutter awnings to show the architectural features of the building.

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# MJPD-25-6
(Staff Entry)

Pre-App Conference Date: 9/5/2024	Application Date: 10/8/2025

SITE INFORMATION

Project Name: 1087 Walmart Signage	Parcel ID#: 383841020001000100
Site Address: 4001 SE Federal HWY., Stuart, FL	
Subdivision:	Lot(s):
Site Acreage: 33.99 acres, no change	Flood Zone/Base Flood Elevation: X
Existing Zoning District / CRA Subdistrict (if applicable): CPUD: Commercial PUD	
Proposed Zoning District / CRA Subdistrict (if applicable): No change	
Current Comprehensive Plan Future Land Use Designation: No change	
Proposed Comprehensive Plan Future Land Use Designation: No change	
Existing Land Use: Retail/Commercial	Proposed Land Use: No change
Proposed Square Footage (if applicable): Existing sign square footage - 607.58. Proposed sign square footage - 750.58.	Proposed Density (if applicable): NA

PETITIONER INFORMATION

Property Owner: Wal-Mart Stores East LP - Jeffery Bruce	Phone Number / Email Address: 479-273-4000 - Jeffrey.Bruce@walmart.com
Property Owner's Mailing Address: 2608 SE J Street, Bentonville, AR 72712	
Applicant (if not Owner): HFA-AE, LTD. - Christine Brooks	Phone Number / Email Address: 479-644-0760 Christine.Brooks@HFA-AE.com
Applicant's Mailing Address: 1705 S Walton Blvd, Suite 3, Bentonville, AR 72712	
Agent/Contact Person: Christine Brooks	Phone Number / Email Address: 479-644-0760 Christine.Brooks@HFA-AE.com
Agent's Mailing Address: 1705 S Walton Blvd, Suite 3, Bentonville, AR 72712	
Architect: HFA-AE, LTD - Bogue Ebbrecht	Engineer: NA
Planner: NA	Landscape Architect: NA

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Coby Stauffer

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 Major PUD Amendment for paint and signage in the City of Stuart, FL.
3. That he/she has appointed Christine Brooks to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Walmart

Signature of Owner:

Coby Stauffer - Senior Design Manager
By: Name/Title

2608 SE J St,
Street Address

Bentonville, AR 72712
City, State, Zip Code

NA
P.O. Box

NA
City, State, Zip Code

479-420-0917
Telephone Number

NA
Fax Number

coby.stauffer@walmart.com
Email Address:

STATE OF ~~FLORIDA~~ Arkansas, COUNTY OF Benton

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

14th day of October, 2025 By Kristen Howard.

(Personally Known) OR Produced Identification
Type of Identification Produced:

Kristen Howard
Notary Public

My Commission expires:
APR 16, 2032

KRISTEN HOWARD
Notary Public - Arkansas
Benton County
Commission # 12713260
My Commission Expires Apr 16, 2032

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: HFA-AE, LTD. - Christine Brooks	City/State/Zip Code: Bentonville, AR 72712
Title: Permit Manager	Telephone Number: 479-644-0760
Company: HFA-AE, LTD.	Facsimile Number: NA
Company Address: 1705 S Walton Blvd., Suite 3,	Email Address (optional): Christine.Brooks@HFA-AE.com

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

1. Signed this 10th day of July, 2025.

Christine Brooks Digitally signed by Christine Brooks
DN: C=US, E=christine.brooks@hfa-ae.com, O=HFA-AE, OU=Permit Admin II, CN="Christine Brooks"
Date: 2025.07.10 08:16:58-04'00'

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

Application Requirements

Fees:

- [x] 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)

SITE PLAN



EXISTING MONUMENT SIGN LOCATION ON SITE
GAZEBO_REF 19 - A2
LAWN AND GARDEN CENTER PICKUP
GAZEBO_REF 19 - A2
EXISTING MONUMENT SIGN LOCATION ON SITE

MONUMENT SIGNAGE: REF A2.1



DEMOLITION NOTES

1. NOT USED
2. REMOVAL OF BUILDING MOUNTED ITEMS, SHOWN OR NOTED TO BE DEMOLISHED OR AS REQUIRED BY SCOPE OF WORK, SHALL OCCUR PRIOR TO PAINTING BUILDING
   a. COORDINATE DEMOLITION WORK SO EXTERIOR PAINTING WILL OCCUR PRIOR TO INSTALLATION OF BUILDING MOUNTED ITEMS

COLOR LEGEND

PAINT	COLOR NAME
P5E	SAFETY YELLOW
P21E	SAFETY RED
P36E	BLACK
P140E	WHITE
P142E	EIDER WHITE
P200E	DURANODIC BRONZE
P214E	MEDIUM BROWN
P215E	LIGHT TAN
P217E	DARK BRONZE
P218E	TRUE BLUE
P220E	SKY BLUE

HATCH LEGEND

EIFS AREA TO BE RESURFACED (REF SPECS)

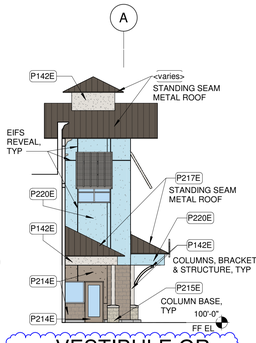
EIFS AREA EXISTING TO REMAIN

SHEET NOTES

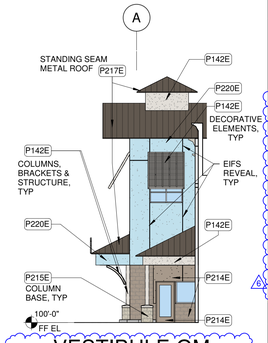
1. PATCH AND REPAIR EXTERIOR WALL SURFACES, DAMAGED OR EXPOSED DUE TO REMOVAL OF BUILDING MOUNTED ITEMS, TO MATCH ADJACENT AS REQ'D
2. REF DETAILS ON SHEET A2.1 FOR SUBSTRATE AND FINISH REQUIREMENTS AT LOCATIONS OF BUILDING MOUNTED SIGNS
3. RESURFACE EXISTING EIFS WHERE SHOWN (HATCHED AREA)
4. NOT USED
5. PRIOR TO PAINTING WALL AT LOCATION(S) OF LIT ID/LOGO SIGN(S), COORDINATE SCOPE OF WORK WITH WALMART CM
6. IF PAINTING ADJACENT WALLS PAINT HOLLOW METAL STEEL DOORS, FRAMES, AND DOWNSPOUTS, EXPOSED METAL FLASHING, HANDRAILS, AND EXPOSED MISCELLANEOUS STEEL TO MATCH PRIMARY ADJACENT BUILDING COLOR UNO
7. PAINT ANY ROOFTOP GAS PIPING P5E
   a. WHERE EXTERIOR WALL IS BEING PAINTED, GAS PIPE ALONG SIDE WALL TO GRADE SHALL MATCH ADJACENT BUILDING
   b. DO NOT PAINT METER OR VALVES
8. IF PAINTING ADJACENT WALLS PAINT CANOPY STRUCTURAL STEEL AND FLASHING TO MATCH ADJACENT WALL, UNO
9. WHERE CANOPIES ARE VISIBLE TO AND ACCESSED BY CUSTOMERS, PAINT UNDERSIDE OF CANOPY DECK P33E
10. DO NOT PAINT CANOPY DECK IF NOT PREVIOUSLY PAINTED
11. PAINT ALL EXTERIOR ENTRY BOLLARDS TO MATCH EXISTING COLOR UNLESS NOTED TO RECEIVE PLASTIC BOLLARD SLEEVE, REF SP SHEETS
12. PAINT SECURITY WALL PACK HOUSINGS TO MATCH ADJACENT WALL, REMOVE PAINT OVERSPRAY FROM LENSES
13. DO NOT PAINT LED WALL PACK HOUSINGS
14. PAINT GARDEN CENTER FENCE STEEL DOORS AND FRAMES P36E
15. NOT USED
16. DO NOT PAINT STONE VENEER, FACE BRICK, QUIK BRIK, AGGREGATE PRECAST PANELS/TILT WALLS, UNPAINTED PRECAST CAPS, UNPAINTED WOOD, CLAY TILES, ANODIZED ALUMINUM, AND VINYL WRAPPED ELEMENTS.
17. NOT USED
18. PAINT JIB CRANE P36E ON JIB BOOM, P5E ON HANDRAILS
19. PAINT SPRINKLER VALVES P21E
    a. DO NOT PAINT OVER SIGHT GLASS OR FIRE ALARM BELL
20. REPLACE EXISTING NON-GRAY SLATS WITH GRAY SLATS



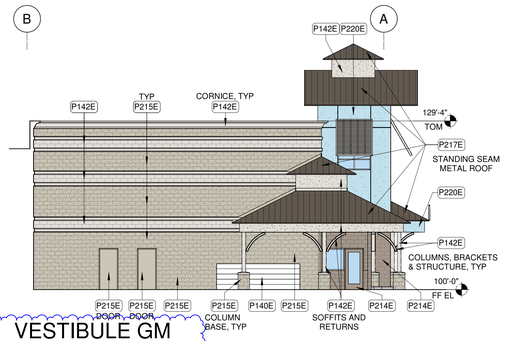
17 BRAND WALL ELEVATION
3/32" = 1'-0"



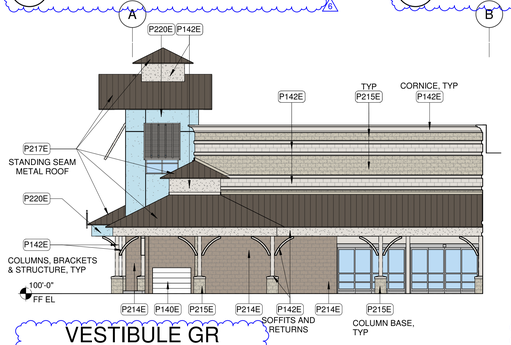
16 VESTIBULE GR LEFT ELEVATION
3/32" = 1'-0"



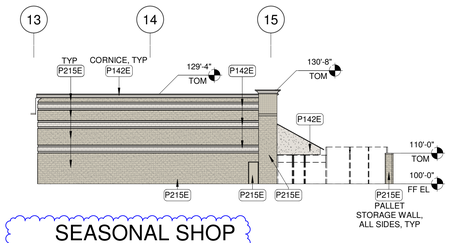
15 VESTIBULE GM RIGHT ELEVATION
3/32" = 1'-0"



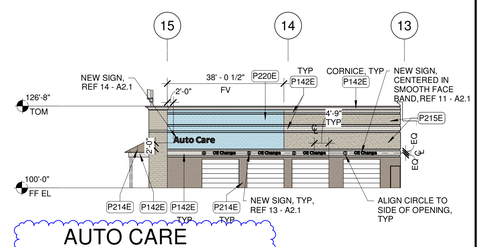
14 VESTIBULE GM LEFT ELEVATION
3/32" = 1'-0"



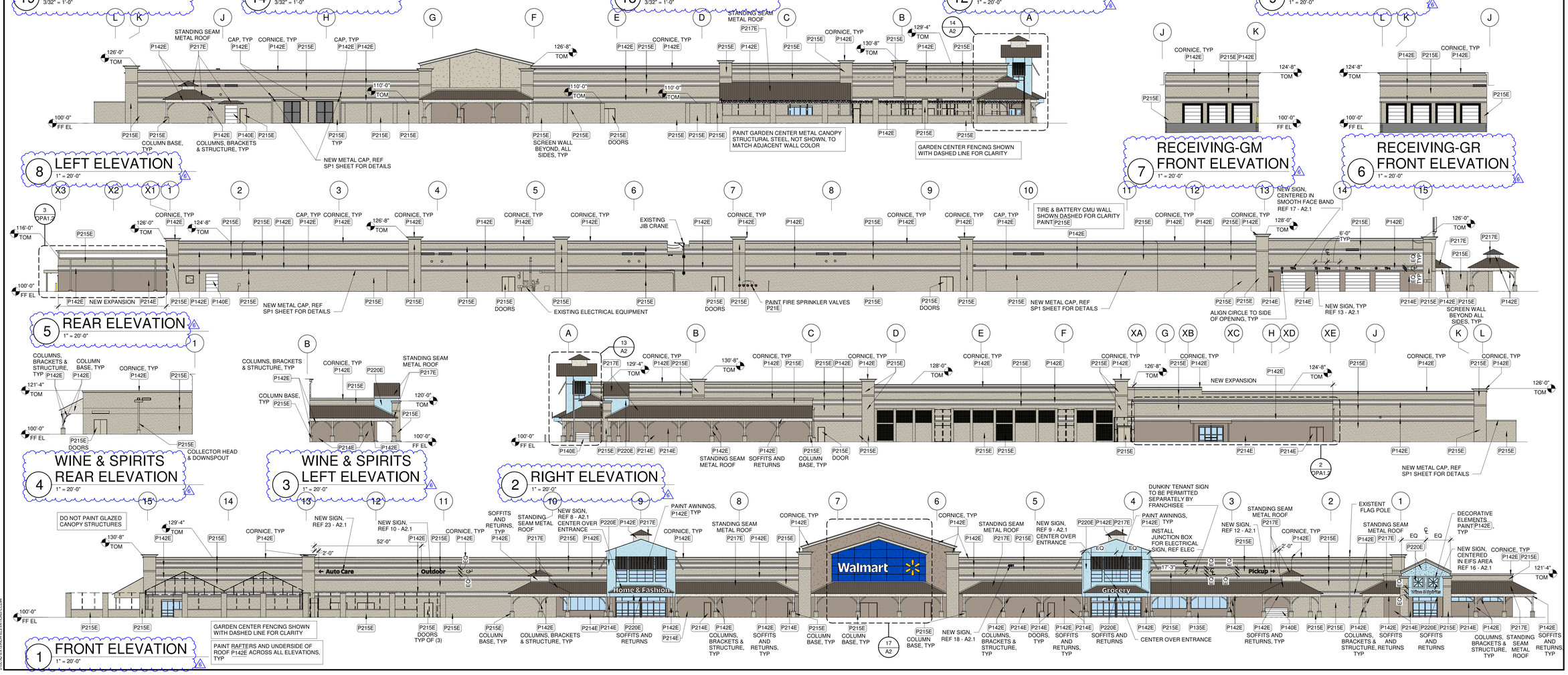
13 VESTIBULE GR RIGHT ELEVATION
3/32" = 1'-0"



12 SEASONAL SHOP REAR ELEVATION
1" = 20'-0"



9 AUTO CARE FRONT ELEVATION
1" = 20'-0"



8 LEFT ELEVATION
1" = 20'-0"

X3
X2
X1
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
3 OPA1.2
CORNICE, TYP P142E
116'-0" TOM
126'-0" TOM
124'-8" TOM
126'-8" TOM
128'-0" TOM
P215E
P142E NEW EXPANSION P214E
P215E P142E P140E
P215E
P215E
P215E
P215E DOORS
P215E
P142E
EXISTING JIB CRANE
P142E
P215E DOORS
P215E P215E
P215E
P215E DOORS
P215E
P215E
P215E
TIRE & BATTERY CMU WALL SHOWN DASHED FOR CLARITY
PAINT P215E
P142E
P215E
P215E
P142E
P142E
P215E
P215E
P215E
P215

EXISTING SIGNAGE SCHEDULE

NOTE: THE SQUARE FOOTAGE IS NOT REQUIRED FOR THE SIGNAGE SHOWING 0.00 SF.

ETR / DEMO	SIGNAGE	HEIGHT	COLOR	ILLUMINATED	QTY	TOTAL FONT / SHAPE AREA (SF)	TOTAL RECTANG / CIRCLE AREA (SF)
SIDE SIGNAGE							
DEMO	Walmart		WHITE	YES	1		
DEMO	Spark	4'-6"	YELLOW	YES	1	198.38	198.38
DEMO	Auto Center	2'-0"	WHITE	NO	1	31.47	31.47
SIDE SIGNAGE							229.85
FRONT SIGNAGE							
DEMO	Walmart		WHITE	YES	1		
DEMO	Spark	4'-6"	YELLOW	YES	1	198.38	198.38
DEMO	Home & Pharmacy	1'-6"	WHITE	NO	1	35.13	35.13
DEMO	Grocery	1'-6"	WHITE	NO	1	14.48	14.48
DEMO	Lawn & Garden	2'-0"	WHITE	NO	1	41.02	41.02
DEMO	Pickup		WHITE	YES	1		
DEMO	Spark	2'-6"	YELLOW	YES	1	66.68	66.68
DEMO	Beer Wine & Spirits	1'-6"	WHITE	NO	1	34.56	34.56
FRONT SIGNAGE							390.25
AUTO CARE							
DEMO	Tire	1'-0"	WHITE	NO	4	3.13	12.52
DEMO	Lube	1'-0"	WHITE	NO	4	2.38	9.52
AUTO CARE							22.04
TOTAL BUILDING SIGNAGE							642.14

NEW SIGNAGE SCHEDULE

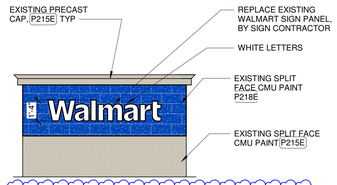
NOTE: THE SQUARE FOOTAGE IS NOT REQUIRED FOR THE SIGNAGE SHOWING 0.00 SF.

ETR / NEW	SIGNAGE	HEIGHT	COLOR	ILLUMINATED	QTY	RECTANG AREA (SF)	TOTAL RECTANG AREA (SF)
FRONT							
NEW	Walmart	4'-6"	WHITE	YES	1	112.57	112.57
NEW	Spark	7'-9"	YELLOW	YES	1	53.28	53.28
NEW	Grocery	2'-6"	WHITE	NO	1	42.95	42.95
NEW	Home & Fashion	2'-6"	WHITE	NO	1	73.60	73.60
NEW	Pickup ->	2'-0"	DURANODIC BRONZE	YES	1	32.86	32.86
NEW	Wine & Spirits	1'-6"	WHITE	NO	1	27.39	27.39
NEW	Address Numbers	1'-0"	DURANODIC BRONZE	NO	1	0.00	0.00
NEW	Outdoor	2'-0"	DURANODIC BRONZE	NO	1	24.96	24.96
NEW	<Auto Care	2'-0"	DURANODIC BRONZE	NO	1	35.57	35.57
FRONT					9		403.18
AUTO CARE							
NEW	Auto Care	2'-0"	DURANODIC BRONZE	NO	1	28.16	28.16
NEW	Oil Change	1'-0"	DURANODIC BRONZE	NO	4	9.51	38.04
NEW	Tire	1'-0"	DURANODIC BRONZE	NO	4	2.89	11.56
NEW	Numerals	1'-3"	DURANODIC BRONZE	NO	8	1.56	12.48
AUTO CARE					17		90.24
Grand total: 26					26		493.42

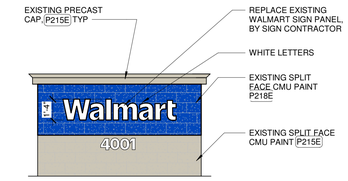
NEW SIGNAGE SCHEDULE:
1. REMOVED:
   A. SIDE SIGNAGE, WALMART AND SPARK
2. ADDED:
   A. < AUTO CARE SIGN
3. REVISED:
   A. COLOR FOR PICKUP ->, ADDRESS NUMBERS, OUTDOOR, AUTO CARE, OIL CHANGE, TIRE, NUMERALS
   B. FRONT TOTAL SIGNAGE QTY AND AREA
   C. TOTAL QTY AND AREA

SIGNAGE GENERAL NOTES

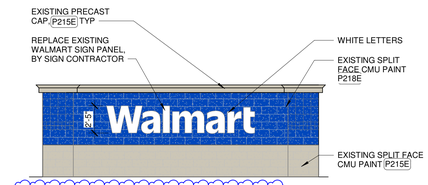
1. SIGNAGE FURNISHED BY WALMART AND INSTALLED BY GC THROUGH OWNER ASSIGNED SIGN CONTRACTOR
2. ALL EXISTING WALMART EXTERIOR SIGNAGE IS TO REMAIN IN PLACE ON BUILDING UNTIL GC SIGN COMPANY IS ONSITE
   A. EXISTING SIGNAGE WILL THEN BE REMOVED, PATCH AND REPAIR WORK WILL BE COMPLETED AT SIGN LOCATIONS, AND SIGNAGE WILL BE INSTALLED PER PLANS
   B. A TEMPORARY BANNER WILL BE INSTALLED PRIOR TO REMOVAL OF EXISTING EXTERIOR SIGNAGE
      a. BANNER WILL REMAIN IN PLACE UNTIL ALL MODIFICATIONS AND/OR REPAIRS HAVE BEEN COMPLETED AND SIGNAGE IS INSTALLED
   C. TEMPORARY BANNER WILL BE APPROXIMATELY 125 SF, 5' x 25'
   D. EXTERIOR SIGN WORK NEEDS TO BE SCHEDULED, COORDINATED, AND COMPLETED DURING WEEK 6 OF CONSTRUCTION SCHEDULE
3. GC RESPONSIBILITIES
   A. BY END OF FIRST WEEK OF CONSTRUCTION, REVIEW EXISTING CONSTRUCTION WHERE SIGN(S) WILL BE INSTALLED
      a. IF EXISTING CONDITIONS DO NOT MATCH SIGN ATTACHMENT DETAILS SHOWN, REQUEST APPROVAL FROM CONSTRUCTION MANAGER TO SUBMIT RFI IN ACCORDANCE WITH SPECS
      b. NOTE DIFFERENCES IN CONSTRUCTION, INCLUDING DIMENSIONS, AND INCLUDE PHOTOGRAPHS FOR CLARIFICATION
   B. PROVIDE SUBSTRATE SUITABLE FOR INSTALLATION OF SIGNAGE, REF SIGN DETAILS FOR LIGHTED ID/LOGO SIGNS
   C. PROVIDE JUNCTION BOXES AND CIRCUITRY TO "Walmart" and "spark" SIGNAGE
      a. EXISTING (8) BOXES FROM "WAL=MART" SIGNAGE MAY BE REUSED
   D. PROVIDE JUNCTION BOXES AND CIRCUITRY TO TENANT SIGNAGE LOCATION SHOWN, REF ELEC
   E. INSTALL ACCESS DOORS AND FRAMES IN GYPSUM BOARD CEILINGS IF REQ'D BY RELOCATION OF EXISTING TENANT SIGNAGE
   F. VERIFY VOLTAGE AT CIRCUITS FEEDING LIGHTED SIGNAGE, REF ELEC
   G. MAKE FINAL TERMINATIONS ON LIGHTED SIGNAGE
   H. REMOVE ALL LIT ID/LOGO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS, UNLESS NOTED OTHERWISE
   I. MAKE REQ'D EXTERIOR WALL PENETRATIONS, INSTALL CONDUIT, AND SEAL PENETRATIONS PER SPECS



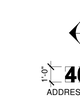
22 MONUMENT SIGN #2
1/4" = 1'-0"



20 MONUMENT SIGN #3 &#4
1/4" = 1'-0"



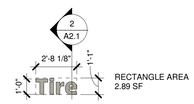
19 MONUMENT SIGN #1
3/16" = 1'-0"



ADDRESS SIGN

NOTE:
SQUARE FOOTAGE NOT INCLUDED IN BUILDING SIGNAGE SCHEDULE

18 SIGNAGE
1/4" = 1'-0"



RECTANGLE AREA
2.89 SF

17 1'-0" TIRE SIGN
1/4" = 1'-0"



RECTANGLE AREA
27.39 SF

16 1'-6" WINE & SPIRITS SIGN
1/4" = 1'-0"



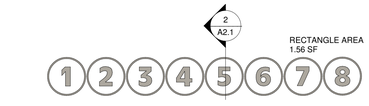
RECTANGLE AREA
35.57 SF

2'-0" AUTO CARE SIGN
(LEFT ARROW)
23 1/4" = 1'-0"



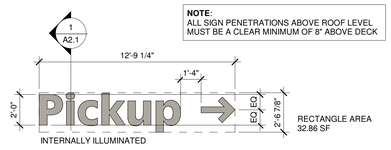
RECTANGLE AREA
28.16 SF

14 2'-0" AUTO CARE SIGN
1/4" = 1'-0"



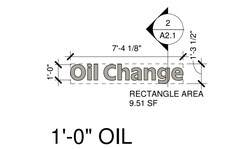
RECTANGLE AREA
1.56 SF

13 NUMERALS SIGN
1/2" = 1'-0"



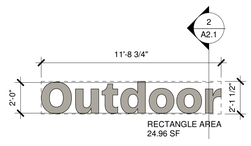
INTERNALLY ILLUMINATED
RECTANGLE AREA
32.86 SF

12 2'-0" PICKUP (RIGHT ARROW)
1/4" = 1'-0"



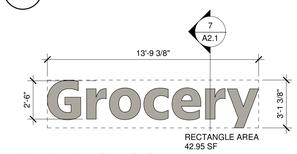
RECTANGLE AREA
9.51 SF

1'-0" OIL CHANGE SIGN
1/4" = 1'-0"



RECTANGLE AREA
24.96 SF

10 2'-0" OUTDOOR SIGN
1/4" = 1'-0"



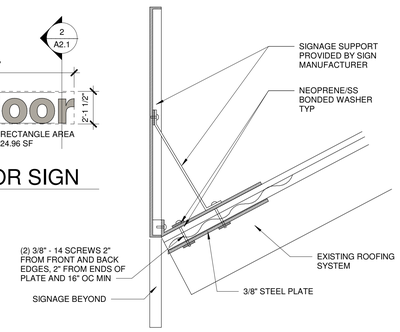
RECTANGLE AREA
42.95 SF

9 2'-6" GROCERY
1/4" = 1'-0"

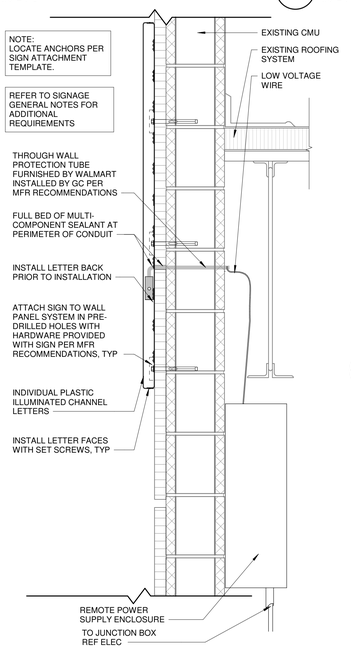


RECTANGLE AREA
73.60 SF

8 2'-6" HOME & FASHION
1/4" = 1'-0"



7 SIGNAGE ATTACHMENT
1 1/2" = 1'-0"



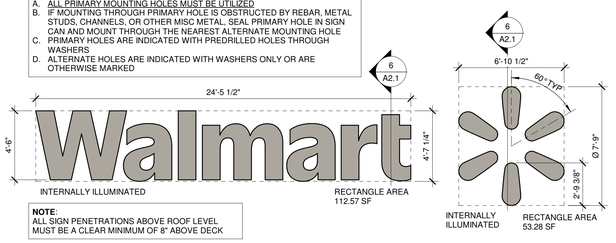
ATTACHMENT AT EIFS AND CMU BELOW ROOFLINE

6 SIGN ATTACHMENT
1 1/2" = 1'-0"

21 NOT USED
3/16" = 1'-0"

15 NOT USED
1/4" = 1'-0"

NOTE TO SIGN INSTALLER:
A. ALL PRIMARY MOUNTING HOLES MUST BE UTILIZED
B. IF MOUNTING THROUGH PRIMARY HOLE IS OBSTRUCTED BY REBAR, METAL STUDS, CHANNELS, OR OTHER MISC METAL, SEAL PRIMARY HOLE IN SIGN CAN AND MOUNT THROUGH THE NEAREST ALTERNATE MOUNTING HOLE
C. PRIMARY HOLES ARE INDICATED WITH PREDRILLED HOLES THROUGH WASHERS
D. ALTERNATE HOLES ARE INDICATED WITH WASHERS ONLY OR ARE OTHERWISE MARKED



NOTE:
ALL SIGN PENETRATIONS ABOVE ROOF LEVEL MUST BE A CLEAR MINIMUM OF 8" ABOVE DECK

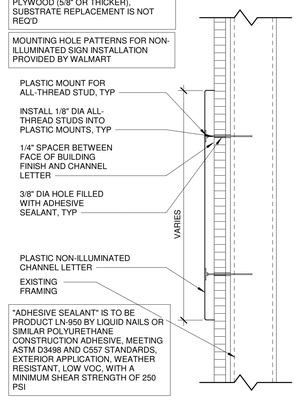
INTERNALLY ILLUMINATED
RECTANGLE AREA
53.28 SF

5 4'-6" WALMART SIGN
1/4" = 1'-0"

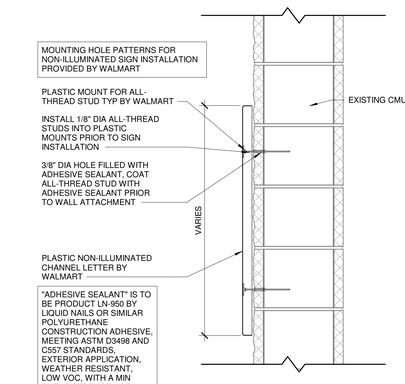
4 NOT USED
1/4" = 1'-0"

NOTE TO SIGN INSTALLER:
A. ALL PRIMARY MOUNTING HOLES MUST BE UTILIZED
B. IF MOUNTING THROUGH PRIMARY HOLE IS OBSTRUCTED BY REBAR, METAL STUDS, CHANNELS, OR OTHER MISC METAL, SEAL PRIMARY HOLE IN SIGN CAN AND MOUNT THROUGH THE NEAREST ALTERNATE MOUNTING HOLE
C. PRIMARY HOLES ARE INDICATED WITH PREDRILLED HOLES

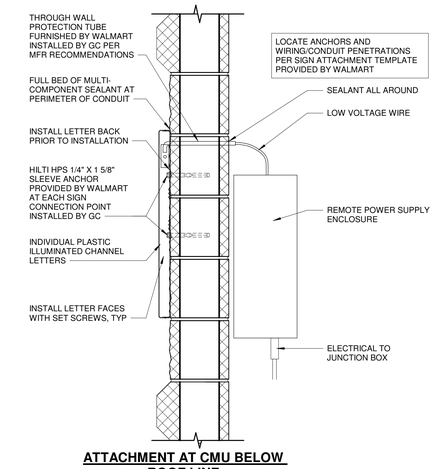
NOTE:
ALL SIGN PENETRATIONS ABOVE ROOF LEVEL MUST BE A CLEAR MINIMUM OF 8" ABOVE DECK



3 SIGN ATTACHMENT AT EIFS AND METAL STUD WALL
1 1/2" = 1'-0"



2 SIGN ATTACHMENT AT CMU WALL
1 1/2" = 1'-0"



ATTACHMENT AT CMU BELOW ROOF LINE

1 SIGNAGE ATTACHMENT
1 1/2" = 1'-0"

HFA
HFA-AE, L.T.D.
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

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CITY OF STUART, FL
DATE ON: 09/15/24 AND IT IS NOT INTENDED FOR USE ON ANY OTHER PROJECT SITE OR AT A LATER TIME.
THESE DRAWINGS SHALL NOT BE REFERENCED OR USED AS STANDARDS FOR BIDDING PURPOSES.
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STUART, FL
4001 SE FEDERAL HWY
STORE NO. 01087-278
JOB NUMBER: 02-25-21057
192

ISSUE BLOCK		
1	PR#4	09/04/25
2	CCD#2	03/26/26
3	CCD#3	04/28/26
4	CCD#4	04/24/26

CHECKED BY:	JM/SM
DRAWN BY:	JH
DOCUMENT DATE:	08/15/24
PROTO:	192
PROTO CYCLE:	05/31/24

EXTERIOR SIGNAGE

SHEET:
A2.1

STATE OF FLORIDA
BOGUE L. EBBRECHT
AR98288
REGISTERED ARCHITECT

Bogue Louis Ebbrecht
Digitally signed by Bogue Louis Ebbrecht
DN: cn=Bogue Louis Ebbrecht, o=Hanson Davis and Associates, L=Bentonville, st=Arkansas, 2.5.4.5=8cfe8b5fc4e0f2f2f0f6f3e5f6f3e5f4f3, c=US
Date: 2026.04.23 16:14:45-05'00'

Bogue L. Ebbrecht, Architect
License #AR98288
HFA-AE, LTD
Qualifier Lic. #AR98636

This item has been digitally signed and sealed by BOGUE L. EBBRECHT on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

4/28/2026 4:54:17 PM
C:\Users\ruthn.ruiz\Documents\2024 Revit Projects\1087_STUART_FL_182_R_ARCH_V24 - Detached\ROO_HFA Matthew Rieta.rvt
STUART EXTERIOR SIGNAGE.COM

KEYNOTES

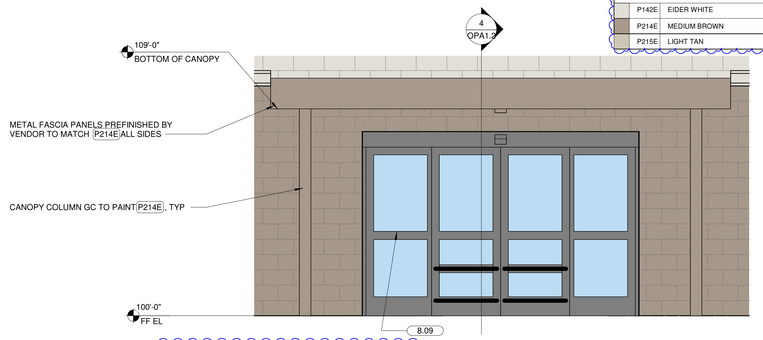
4.04	CONTROL JOINT, TYP, REF STRUCTURAL
4.08	SPLIT FACE CMU
4.09	SMOOTH FACE CMU
7.09	METAL DOWNSPOUT, PREFINISHED, UNLESS NOTED OTHERWISE
8.02	HOLLOW METAL DOOR AND FRAME
8.09	AUTOMATIC SLIDING ENTRANCE DOORS

SHEET NOTES

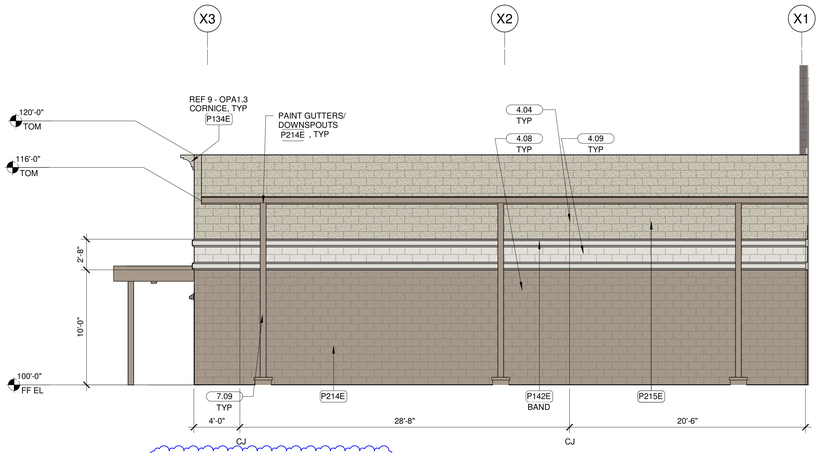
1. DOWNSPOUTS ARE INDICATED FOR SIZE, QUANTITIES, AND APPROXIMATE LOCATION ONLY. REF SHEET OPDSP1 FOR DOWNSPOUT LOCATION.
2. GUTTERS, DOWNSPOUTS, STEEL DOORS, FRAMES, EXPOSED METAL FLASHING, AND EXPOSED MISCELLANEOUS STEEL SHALL MATCH ADJACENT COLORS AT DOORS, USE THE BOTTOM COLOR FOR THE ENTIRE DOOR.
3. PARAPET STEPS OCCUR AT CONTROL JOINTS ONLY. REFER TO STRUCTURAL FOR CONTROL JOINT LOCATIONS

COLOR LEGEND

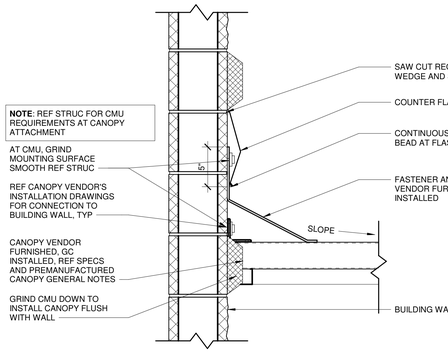
PAINT	COLOR NAME
P142E	EIDER WHITE
P214E	MEDIUM BROWN
P215E	LIGHT TAN



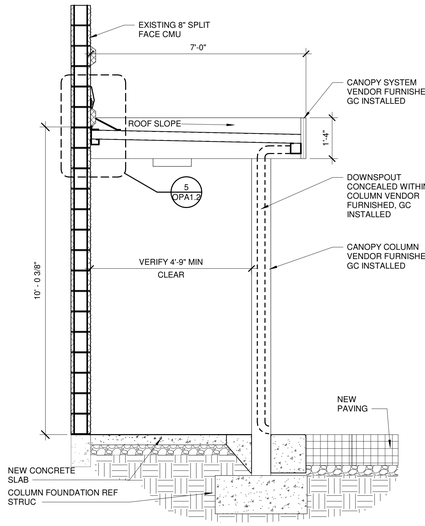
6 CANOPY ELEVATION
3/8" = 1'-0"



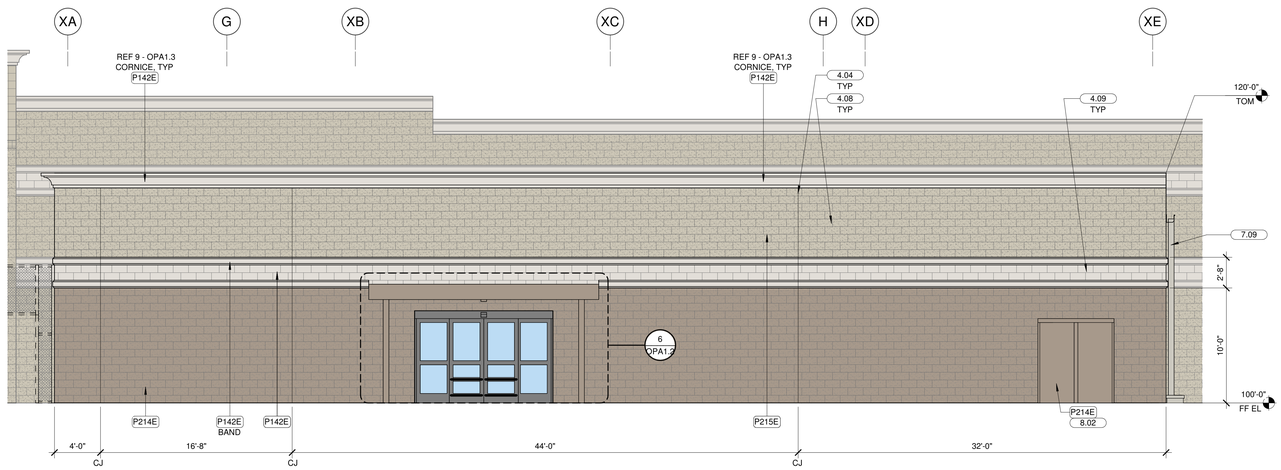
3 REAR ELEVATION
3/16" = 1'-0"



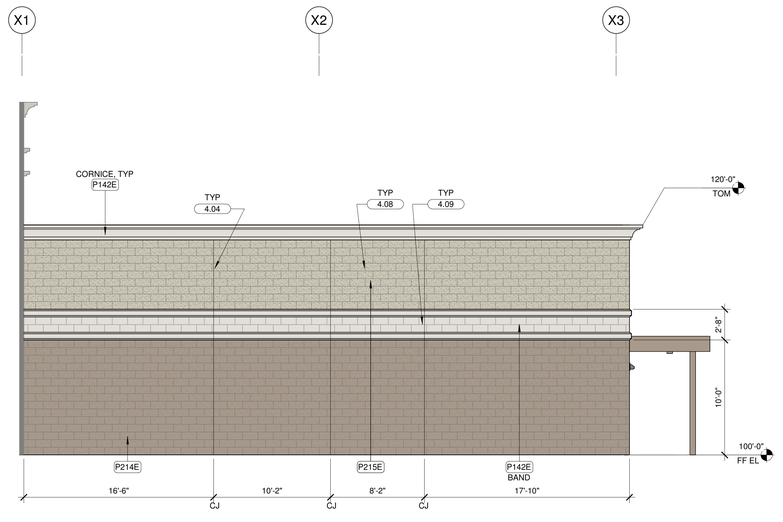
5 CANOPY ATTACHMENT AT CMU
1 1/2" = 1'-0"



4 ASSOCIATE CANOPY COVER SECTION
1/2" = 1'-0"



2 RIGHT ELEVATION
3/16" = 1'-0"



1 FRONT ELEVATION
3/16" = 1'-0"

HFA
HFA-AE, L T D.
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

STIPULATION FOR REUSE
THESE DRAWINGS WERE PREPARED FOR USE ON A SPECIFIC PROJECT AT A SPECIFIC SITE AT THE TIME OF ISSUE DATE ON SHEET. ANY PUBLICATION OF THESE PLANS, SPECIFICATIONS OR OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT SITE OR AT A LATER TIME WITHOUT THE EXPRESS WRITTEN PERMISSION AND PROTECTION OF THE ARCHITECT IS PROHIBITED. ALL COMMON LAW, STATUTORY AND OTHER RIGHTS IN PROPERTY, INCLUDED COPYRIGHTS, ARE RESERVED BY THE ARCHITECT. REPRODUCTION OF THESE DRAWINGS FOR ANY PURPOSE WHATSOEVER IS EXPRESSLY PROHIBITED UNLESS AGREED TO OTHERWISE IN WRITING BY THE ARCHITECT.

Walmart
STUART, FL
4001 SE FEDERAL HWY
STORE NO. 01087-278
JOB NUMBER: 02-25-21087
192

ISSUE BLOCK		
1	PR#4	09/04/25
2	CCD#1	12/04/25
3	CCD#2	03/26/26
4	CCD#4	04/24/26

CHECKED BY:	JM/SM
DRAWN BY:	JH
DOCUMENT DATE:	08/15/24
PROTO:	192
PROTO CYCLE:	05/31/24

STATE OF FLORIDA
BOGUE L. EBBRECHT
AR98288
REGISTERED ARCHITECT

Bogue L. Ebbrecht, Architect
License #AR98288
HFA-AE, LTD
Qualifier Lic. #AR96636

This item has been digitally signed and sealed by BOGUE L. EBBRECHT on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ONLINE PICKUP ELEVATIONS

SHEET:
OPA1.2

4/30/2026 4:05:25 PM
C:\Users\rebar.rosa\Documents\2024 Revit Projects\087_STUART_FL_192_R_ARCH_V24 - Detached BDO_HFA.Rebar.Rosa.rvt
BIM-OPA1.2 ONLINE PICKUP ELEVATIONS (CCD#4

City of Stuart

Sailfish Capital of the World

RECEIVED
4-1-03

INSTR # 1673986
OR BK 01787 PG 2271
RECORDED 07/11/2003 10:12:40 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1915 - 03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMEND ORDINANCE NUMBER 1533-97 OF THE CITY COMMISSION TO APPROVE AN AMENDMENT TO THE 55.380 ACRE COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) RELATING TO 33.903 ACRES THEREOF; PROVIDING FOR CPUD DEVELOPMENT DOCUMENTS AND DEVELOPMENT CONDITIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

* * * * *

WHEREAS, an application has been received by the City from Wal-Mart Stores East, Inc., an Arkansas corporation, the contract-purchaser a 33.903 acre property at the northeast corner of the intersection of U.S. Highway #1 and S.E. Market Street (Wal-Mart), to amend Ordinance No. 1533-97 of the City Commission adopted on December 8, 1997 (Ordinance) relating to a Commercial Planned Unit Development (CPUD) on a 55.380 acre property of which the 33.903 acre property (Property) is a portion, and

WHEREAS, Wal-Mart has been authorized by Harold Dubner, the owner of the Property, to submit the aforesaid application to amend the CPUD as it pertains to the Property to permit the construction of a "Walmart Super Center" thereon; and

WHEREAS, the requested amendment to the CPUD is consistent with the Stuart Comprehensive Plan and the Stuart Land development Regulations, and will be in harmony with surrounding properties and their present uses and anticipated future development.

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

SECTION 1: The foregoing recitals are adopted by the City Commission as findings of fact.

SECTION 2: The 55.380 acre CPUD described in the Ordinance is hereby amended as provided herein relating to a 33.903 acre proportion thereof being the Property. The legal description of the Property is set forth in "Attachment A" attached hereto.

SECTION 3: The development of the Property shall proceed in accordance with the following Development Documents filed in the office of the City Development Department included in "Attachment B":

1. The "Site Plan" and the "Preliminary Paving, Grading and Drainage Plan" prepared by Kimley-Horn and Associates of Vero Beach, FL. and dated February 6, 2003.
2. The "Utility Plan" prepared by Kimley-Horn and Associates of Vero Beach, FL. and dated November 1, 2002.
3. The "Preliminary Landscape Plan – LA 1," and the "Preliminary Landscape Plan – LA 2," and the "Landscape Buffers – LA 3," all prepared by Kimley-Horn and Associates of Vero Beach, FL. and dated December 6, 2002.

OR BK 01787 PG 2272

4. The elevations and the monument sign drawings prepared by Boice Raidl and Rhea dated November 27, 2002.

SECTION 4: The development of the Property according to the Development Documents shall proceed in accordance with all terms and conditions set forth in including the Development Conditions set forth in "Attachment C" attached hereto. Included as a development condition is the specific and unique requirement that a portion of the "Market Place Corridor" as described in that certain agreement between Martin County and the City (Interlocal Agreement), a copy of which is attached hereto as "Attachment D," be constructed by the developer. The terms and conditions of the Interlocal Agreement are terms and conditions of this ordinance as if fully set forth herein.

SECTION 5: The Owner shall execute a PUD agreement in substantially the form attached hereto as "Attachment E." The PUD agreement shall include the development documents and conditions set forth in this ordinance as well as the terms and conditions of the Interlocal Agreement.

SECTION 6: 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 PUD 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 PUD site. In such event the City Development Director shall notify the developer of the alleged breach and of the time,

OR BK 01787 PG 2273

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 PUD 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 PUD property or any portion of the PUD property.

Any breach of any provision or condition of this PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided therefor in this PUD ordinance, as well as any other remedies provided in this subsection. Any breach of any provision or condition of this PUD 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 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 6: This ordinance shall take effect upon second reading.

OR BK 01787 PG 2274

PASSED on first reading this 18th day of March, 2003.

ADOPTED on second reading this 31st day of March, 2003.

ATTEST:

Cheryl White Acting
CITY CLERK

KARL J. KRUEGER, JR.
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY

OR BK 01787 PG 2275

Legal Description

All that certain piece, parcel or tract of land situate, lying and being a portion of Lots 153 through 159, and also a portion of Lots 197, 203 and 204 and also all of Lots 198 through 202, Plat of PORT SEWALL, lying within Lot 3 of the Miles or Hanson Grant, Palm Beach County, Florida (said land now lying and being a part of Martin County, Florida), being more particularly bounded and described as follows, to wit:

Commencing for reference at the Northwest corner of "THE EXPOSITION" as recorded in Plat Book 9, Page 17, Public Records of Martin County, Florida; thence bearing North 29 degrees 28' 59" West, along the Easterly right of way line of US Highway No. 1 (a 200' wide right of way) as shown on Florida Department of Transportation Right Of Way Map Section No. 89010-2114, a distance of 80.41 feet to the intersection with the Northerly right of way line of S.E. Market Place (an 80' wide public right of way), and the point and place of beginning of the herein described parcel;

Thence, bearing North 29 degrees 28' 59" West, along said Easterly right of way line, a distance of 807.60 feet to a point;

Thence, leaving said Easterly right of way line, bearing North 60 degrees 29' 03" East, a distance of 215.25 feet to a point;

Thence, bearing North 66 degrees 17' 23" East, a distance of 314.21 feet to a point;

Thence, bearing North 37 degrees 07' 18" East, a distance of 44.26 feet to a point;

Thence, bearing North 66 degrees 17' 23" East, a distance of 1016.35 feet to a point on the Westerly right of way line of S.E. Commerce (an 80' wide right of way), as recorded in Official Records Book 631, Page 1627, Public Records of Martin County, Florida;

Said point being the beginning of a non-tangent curve concave Southwesterly, and having a radius of 7460.00 feet, a chord distance of 607.86 feet bearing South 50 degrees 33' 38" East;

Thence Southeasterly a distance of 607.86 feet along the arc of said curve and said Westerly right of way line, through a central angle of 04 degrees 40' 07", to a point;

Thence, bearing South 48 degrees 13' 34" East, along said Westerly right of way line, a distance of 336.07 feet to the point of intersection with the Northerly right of way line of the aforesaid S.E. Market Place;

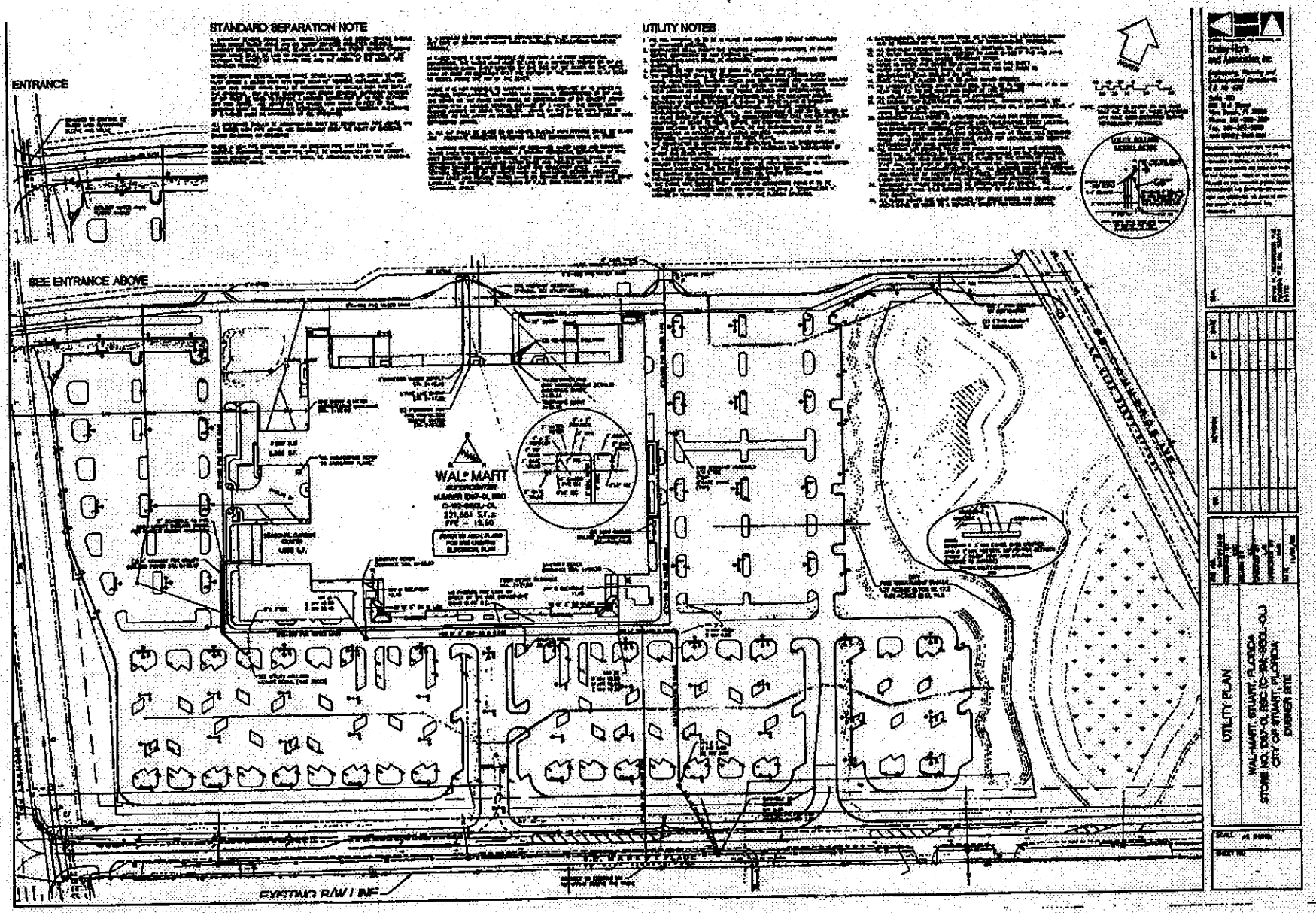
Thence, bearing South 66 degrees 19' 21" West, a distance of 1916.05 feet to the Point of Beginning.

ATTACHMENT A

ATTACHMENT B

OR BK 01787 PG 2277

OR BK 01787 PG 2278

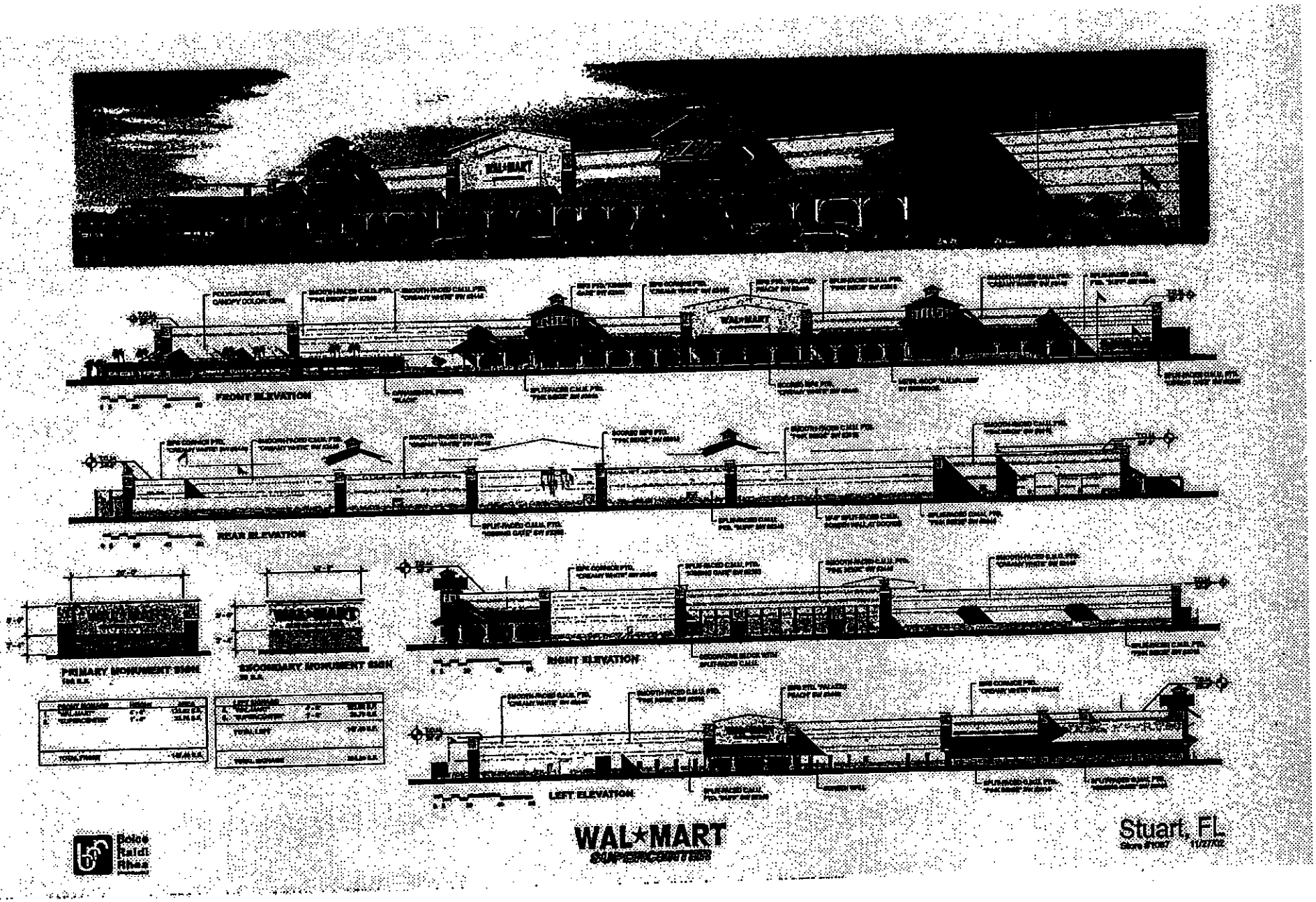


OR BK 01787 PG 2279

PRELIMINARY LANDSCAPE PLAN
WAL-MART STUART, FLORIDA
STORE NO. 1787-01 MC (C-182-SSQL-01)
CITY OF STUART, FLORIDA
DUNKEN SITE

OR BK 01787 PG 2280

OR BK 01787 PG 2281



OR BK 01787 PG 2282

DEVELOPMENT CONDITIONS

1) The project shall adhere to the Master Site Plan prepared by Kimley-Horn and Associates, Inc., dated 2/06/03. Job # 047053048.

2) The project shall adhere to the Final Landscape Plan prepared by Kimley-Horn and Associates, Inc. dated 12/06/02. Job # 047053048.

3) The project shall adhere to the Building Elevations prepared by Boice, Raidl and Rhea Architects, dated 11/27/02. Job # 90221.

4) The project shall adhere to the Unified Signage Plan prepared by Boice, Raidle and Rhea Architects, dated 11/27/02. Job # 90221.

5) The project shall adhere to the decorative lighting detail proposed by the applicant (See exhibit F of Ordinance # 1915-03).

6) All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corp of Engineers, Florida Department of Transportation shall be obtained by the applicant and copies provided to the City prior to the issuance of development permits.

7) S.E. Market Place Extension Landscape Requirements:

   a. Prior to the issuance of any development permits for any portion of the Walmart development, Walmart shall submit to the City a landscape plan depicting the berms, trees and hedges to be installed and planted in the S.E. Market Place right-of-way between Willoughby Boulevard and U.S. Highway One with the construction of the 2-lane roadway itself. The plan shall indicate the detail of the landscaping to be located in the median of the roadway and on each side as hereinafter specified. An irrigation plan shall be submitted for review and approved by the City and Martin County.

   b. The median landscaping shall run the entire length of the roadway from Willoughby Boulevard eastward to U.S. Highway One. The median landscaping shall include interspersed areas of 14 foot high Live Oak or Gumbo Limbo trees with a 7 foot spread 30 feet on center, 10 foot high Crape Myrtle or East Palatka Holly trees 40 feet on center, and clusters of Cabbage Palms 12 feet in height 10 feet on center, all measurements at planting. The County has indicated that this County-owned area will thereafter be maintained by the County.

   c. The landscaping to be located along the south side of the road shall be located in the adjacent 17.5 feet of County-owned land between the "Coral Gardens" residential community and the S.E. Market Place right-of-way a distance of approximately 2,800 feet eastward from Willoughby Boulevard (except at the intersection of Edison Street). At a minimum this landscaping shall include a 3 foot berm, a hedge along the top thereof of 80% opacity at planting, and 14 foot high Live Oak or Gumbo Limo trees with a 7 foot spread 100 feet on center, all measurements at planting. At a minimum the ground shall be sodded with Bahia grass. The County has indicated that this County-owned area will thereafter be maintained by the County.

   d. The landscaping to be located along the north side of the road shall be located in the northernmost 9 feet of the S.E. Market Street right-of-way adjacent to the "Willoughby Golf Club" residential community a distance of approximately 3,500 feet eastward from Willoughby Boulevard to the Willoughby maintenance building

Attachment C

OR BK 01787 PG 2283

access road. To the extent possible within this 9 foot wide area, the landscaping shall include a 3 foot berm, a hedge along the top thereof of 80% opacity at planting, and 14 foot high Live Oak or Gumbo Limbo trees with a 7 foot spread 100 feet on center, all measurements at planting. This berm and hedge is not required in the right-of-way adjacent to the 6 foot Willoughby berm already in place. Where not possible to achieve a 6 foot high opaque buffer, an alternative means of doing so such as a hedge, wall or fence may be presented by Walmart to the City for consideration.

e. Walmart shall guarantee the successful planting and growth of the landscaping materials for a period of one year after issuance of the last certificate of occupancy for the Walmart development. All material that is not successful shall be replaced with healthy materials of the same species and variety.

f. No certificates of occupancy shall be issued for any portion of the Walmart development until the landscaping berms, hedges and trees have been successfully installed and planted. Walmart shall provide a surety acceptable to the City Attorney to assure replacement of unsuccessful materials for one year after issuance of the last certificate of occupancy for the Walmart development.

8) The design of SE Market Place extension west of SE Federal Hwy. to Willoughby Blvd. shall be approved by Martin County and the City and constructed prior to the issuance of a Certificate of Occupancy. A Letter of Credit shall be posted at 110% of the cost of the construction improvements prior to the issuance of a development permit.

9) No Certificate of Occupancy for this development shall be issued until the intersection of SE Federal Highway and SE Market Place has been signalized and roadway geometry has been provided in accordance with information provided in the traffic study for both lane geometry and storage lengths. Design of this intersection shall be coordinated with the Florida Department of Transportation (FDOT) and Martin County. City staff shall have the opportunity to review and approve the design of the intersection.

10) Walmart shall actively market the existing building located in Wedgewood Commons for lease and/or for sale prior to vacating the existing store with no restrictive covenants against a future owner/tenant. Should the market not support another "big box user" Walmart shall make modifications to the interior building to accommodate smaller future tenant users. The windows and doors of the building shall not be boarded-up. The garden center shall be kept in a neat and orderly fashion and shall not be utilized for storage purposes. Site lighting in the parking lot and internal to the building shall be kept illuminated. All Walmart retail signs shall be removed from the building and wall areas. These sign areas shall be painted and/or repaired

11) Timetable for development shall be as follows:

A building and site permit shall be submitted no later December 31, 2003 and a Certificate of Occupancy and shall be issued for the entire project no later than 18 months after issuance of development permits.

12) Development shall comply with the City'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) Pays all applicable impact and permit fees.

OR BK 01787 PG 2284

In the event that a time extension is granted prior to the expiration of the development permit, then the accompanying concurrency reservation certificate shall be automatically renewed for up to one year after the date of the issuance of the initial development permit.

13) A subdivision plat shall be approved by the City Commission and shall be recorded in the public records at Martin County prior to the issuance of any development permits.

14) There shall be no future out parcels on the property.

15) Outdoor speaker systems are prohibited on the property

16) Outdoor storage and the display of materials are prohibited on the property.

17) Construction activity shall be limited to 7:00 am to 7:00 pm Monday thru Friday and 8:00 am to 7:00 pm Saturday thru Sunday. Construction access shall be limited to SE Market Place. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

18) Water trucks shall be provided by the applicant as necessary during construction of SE Market Place in order to reduce dust generated on-site.

19) Walmart 18 wheel tractor trailer trucks shall not use SE Market Place as a route for delivery of store merchandise and shall not use SE Market Place upon exiting Walmart.

20) Telecommunication Towers, including stealth are prohibited on the property.

21) One flag pole is permitted on-site and shall not exceed 25' (feet) in height. The flag shall not exceed 24 square feet in area.

22) Outdoor automotive repair is prohibited on the property.

23) Loading areas or docks, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.

24) No news rack publications and/or any type of publication shall be displayed beyond the interior of the building.

25) Street furniture provided on-site shall be of high quality and aesthetically pleasing appearance. Street furniture shall be approved by staff prior to the issuance of a building permit.

26) No building permits will be issued for the development until an agreement has been made between the developer and the City relating to security at the Walmart store and grounds.

27) Community Center and Police sub-station shall remain in perpetuity.

28) A tree protective barrier plan shall be reviewed, approved and inspected by the City's landscape architect prior to construction activity to ensure that all existing and transplanted vegetation is not disturbed.

29) SE Federal Highway and SE Market Place right-of-way shall be planted with Bahai grass and shall be maintained by the applicant.

30) All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be

OR BK 01787 PG 2285

designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties ands to the general public.

31) In order to monitor the proper installation of landscape materials, material quality and long term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum of four years after site development. In addition, 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 four years.

32) If at any time, transplanted trees die and/or are damaged the City may require a mitigation plan from the applicant. Replacement shall be at a 1 to 1½ ratio.

33) The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.

34) 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.

35) Interior landscape islands shall have a combination of trees, grass, groundcover, and mulch.

36) "Hat racking" of trees is prohibited on the property.

37) Bollards shall be painted with a muted color that compliments the building color.

38) All trash, debris, and exotics shall be removed from the preserve area. The preserve area shall be maintained in perpetuity.

39) Banners, Billboards, and any other sign or advertising device not in accordance with the Unified signage plan are prohibited on the property.

40) No temporary or modular buildings are permitted on the property.

41) Special events shall be limited to four per calendar year. A permit is required for each special event.

42) Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed 27' (feet) in height. The lighting in the parking lot shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2 foot candles as measured from the common property line.

43) Any existing sidewalks damaged along SE Federal Highway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.

OR BK 01787 PG 2286

INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY AND CITY OF STUART REGARDING MARKET PLACE CORRIDOR

THIS AGREEMENT is made and entered into this _____ day of _____, 2002, by and between MARTIN COUNTY, a political subdivision of the State of Florida (``COUNTY") and the CITY OF STUART, a municipal corporation of the State of Florida (``CITY").

WHEREAS, the City of Stuart and Martin County are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, COUNTY has enacted Article 6, Impact Fees, Land Development Regulations, Martin County Code, applicable to both incorporated and unincorporated areas of Martin County; and

WHEREAS, COUNTY and CITY have previously entered into an Interlocal Agreement for Collection of Impact Fees (``Impact Fee Agreement") which has been recorded beginning at Book 1484, Page 1366 of the Official Records of Martin County, Florida; and

WHEREAS, said Impact Fee Agreement provides that funds collected within the corporate limits of the City shall be used to fund projects within certain areas as specified within the Impact Fee Agreement and further provides for coordination between COUNTY and CITY

OR BK 01787 PG 2287

with regard to expenditures of such fees and prioritization of projects contained in the COUNTY'S Capital Improvement Plan; and

WHEREAS, COUNTY has acquired the necessary right of way for the Market Place Corridor from U.S. 1 to Willoughby Boulevard; and

WHEREAS, the Market Place Corridor is on the COUNTY'S 2025 Transportation Needs Plan and is included in COUNTY'S Capital Improvement Plan; and

WHEREAS, Wal-Mart Stores East, Inc. (``Wal-Mart") has applied to CITY to construct a retail facility (the ``Wal-Mart Store") at the northeast corner of the intersection of U.S.1 and Market Place; and

WHEREAS, upon the approval of the Wal-Mart Store, Wal-Mart shall at the time of construction of the Wal-Mart Store, construct certain improvements to Market Place from U.S.1 to Commerce Avenue which are deemed to be site-related improvements; and

WHEREAS, Wal-Mart is willing to design and construct, at the time of construction of the Wal-Mart Store, additional improvements to the Market Place Corridor, including construction of a two-lane divided section of Market Place from U.S.1 to Willoughby Boulevard, the required turn lanes and signalization of the U.S.1/Market Place intersection, and the required turn lane at the Willoughby Boulevard/Market Place intersection (the ``Market Place Additional Improvements") in exchange for certain road impact fee credits; and

WHEREAS, the value of the design and construction for the Market Place Additional Improvements proposed by Wal-Mart significantly exceeds the amount of road impact fees for which Wal-Mart would be obligated under Article 6, Impact Fees; and

OR BK 01787 PG 2288

WHEREAS, Advantage Ford of Stuart, Inc. (``Advantage") has submitted a request for development approval of the property located at the northwest corner of the intersection of U.S.1 and Market Place across from the Wal-Mart Store, which request is currently pending before CITY.

NOW, THEREFORE, in consideration of the covenants, conditions, and premises set forth herein, the Parties agree as follows:

1. This Interlocal Agreement is entered into pursuant to Section 163.01, Florida Statutes, The Florida Interlocal Cooperation Act.

2. The recitations set forth above are true and correct.

3. The CITY shall include the following conditions within the development order for the approval of the Wal-Mart Store:

   A. In consideration of COUNTY'S approval of the road impact fee reimbursement for same, Wal-Mart shall, upon receiving all necessary permits and approvals and at the time of construction of the Wal-Mart Store, design and construct to County standards a two-lane divided section of Market Place from U.S.1 to Willoughby Boulevard including required turn lanes and signalization at the U.S.1/Market Place intersection and the required turn lane at the Willoughby Boulevard/Market Place intersection all as more particularly described on Exhibit ``A" attached hereto and made a part hereof (collectively, the ``Market Place Additional Improvements"). Wal-Mart shall obtain any and all required permits and approvals necessary for the construction of the Market Place Additional Improvements.

OR BK 01787 PG 2289

B. COUNTY agrees that when Wal-Mart completes the Market Place Additional Improvements, Wal-Mart will receive full reimbursement for road impact fees paid by Wal-Mart for the Wal-Mart Store up to a maximum of six hundred thousand dollars ($600,000.00). COUNTY shall pay said reimbursement to Wal-Mart in five equal annual installments of one hundred twenty thousand dollars ($120,000.00) each without interest, with the first payment to be made no later than sixty (60) days after written certification by the Wal-Mart project engineer (``Project Engineer") is presented to the COUNTY'S engineer, provided that the COUNTY'S Engineer concurs that the Market Place Additional Improvements are complete. A determination by COUNTY'S Engineer shall be required within ten (10) working days after receipt of the written certification by the Wal-Mart project engineer. The remaining four payments shall be made each subsequent year on the anniversary date of the first payment until the COUNTY pays the total amount of the six hundred thousand dollar ($600,000.00) road impact fee credit reimbursement.

C. Wal-Mart is only obligated to construct the Market Place Additional Improvements if it constructs the Wal-Mart Store. Wal-Mart is only entitled to the road impact fee credit reimbursement if it receives CITY'S approval for the Wal-Mart Store, pays the road impact fees as required by Article 6, Impact Fees, Land Development Regulations, Martin County Code and completes the Market Place Additional Improvements.

OR BK 01787 PG 2290

D. If Wal-Mart has not completed the Market Place Additional Improvements prior to Wal-Mart's request to the CITY for a certificate of occupancy for the Wal-Mart Store, then prior to the issuance of the certificate of occupancy by the CITY, Wal-Mart shall guarantee the completion of the Market Place Additional Improvements through the provision of security to the COUNTY in an amount equal to the cost to complete the Market Place Additional Improvements less six hundred thousand dollars ($600,000.00). The cost to complete the Market Place Additional Improvements shall be determined based on certified cost estimates submitted by the Wal-Mart project engineer and approved by the COUNTY'S engineer. Such security shall be in a form deemed acceptable by the COUNTY.

E. In accordance with COUNTY standards and as approved by the COUNTY'S Engineer, Wal-Mart shall, upon receiving all necessary permits and approvals and at the time of construction of the Wal-Mart Store, construct a three-lane section of Market Place from U.S.1 to Commerce Avenue including a left turn lane from Market Place on to Commerce Avenue. Should any additional right of way be required for the construction of the three-lane section of Market Place from U.S.1 to Commerce Avenue, Wal-Mart shall provide the additional right of way at no cost to the COUNTY. The improvements to Market Place from U.S.1 to Commerce Avenue are site-related and shall not be eligible for road impact fee credits.

4. The CITY shall include the following condition within the development order for the approval of Advantage Ford of Stuart, Inc., the successors and assigns of

OR BK 01787 PG 2291

Advantage Ford of Stuart, Inc., or any other developer of the property at the northwest corner of the intersection of U.S. 1 and Market Place (collectively, "Advantage"):

A. In the event that Advantage requests access to Market Place prior to the expiration of the reimbursement schedule set forth in Paragraph 3.B. above, then as a condition of granting such access, Advantage shall pay to COUNTY fifty thousand dollars ($50,000.00) as its fair share contribution toward the Market Place Additional Improvements. COUNTY shall pay to Wal-Mart the money received from Advantage within sixty (60) days of COUNTY'S receipt of same, or within thirty (30) days of Wal-Mart's commencement of construction of the Market Place Improvements, whichever comes later. This payment is in addition to the COUNTY's impact fee reimbursement payments to Wal-Mart.

B. If Wal-Mart does not construct the Wal-Mart Store and the Market Place Additional Improvements, then COUNTY shall return to Advantage any funds which may have been paid by Advantage to COUNTY for the fair share contribution to the Market Place Additional Improvements and Advantage shall be permitted to proceed with the development of its property, as approved by CITY, notwithstanding the fact that the Market Place Additional Improvements have not been constructed, and that Advantage will not have access to Market Place as set forth in its development approval from CITY.

OR BK 01787 PG 2292

5. Any notices which are required or may be permitted to be given pursuant to this Agreement shall be made by hand delivery, courier, facsimile transmission, or U.S. mail as follows:

If to COUNTY:	County Administrator, Martin County 2401 SE Monterey Road Stuart, Florida 34996
With a copy to:	County Attorney, Martin County 2401 SE Monterey Road Stuart, Florida 34996
If to CITY:	City Manager, City of Stuart 121 SW Flagler Avenue Stuart, Florida 34994
With a copy to:	City Attorney, City of Stuart 121 SW Flagler Avenue Stuart, Florida 34994
If to Wal-Mart:	Wal-Mart Stores East, Inc. Florida Realty Manager 2001 SE Tenth Street Bentonville, Arkansas 72716
With a copy to	Wal-Mart Legal Team 2001 SE Tenth Street Bentonville, Arkansas 72716
And to:	Susan Motley, Esquire Ruden, McClosky, Smith, Schuster & Russell, P.A. 200 East Broward Boulevard, Suite 1500 Ft. Lauderdale, Florida 33301
If to Advantage:	Advantage Ford of Stuart, Inc. 4501 S.E. Federal Highway Stuart, Florida 34997 Attention: Mr. Irving Matthews

OR BK 01787 PG 2293

With a copy to: Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996

6. This Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Martin County, Florida.

7. This Agreement may be amended only by written agreement of the parties.

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

9. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

10. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or

OR BK 01787 PG 2294

unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the City of Stuart has approved this Interlocal Agreement at its meeting held on the _____ day of _____, 2002, and Martin County has approved this Interlocal Agreement at its meeting held on the _____ day of _____, 2002.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials as of the date set forth above.

"CITY"

ATTEST:

CITY OF STUART, a municipal corporation of the State of Florida

_____ **By:** _____

Cheryl White, Acting City Clerk

Karl J. Krueger, Mayor

APPROVED AS TO FORM AND CORRECTNESS

_____

Carl V. M. Coffin, City Attorney

OR BK 01787 PG 2295

"COUNTY"

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
Michael DiTerlizzi, Vice Chairman

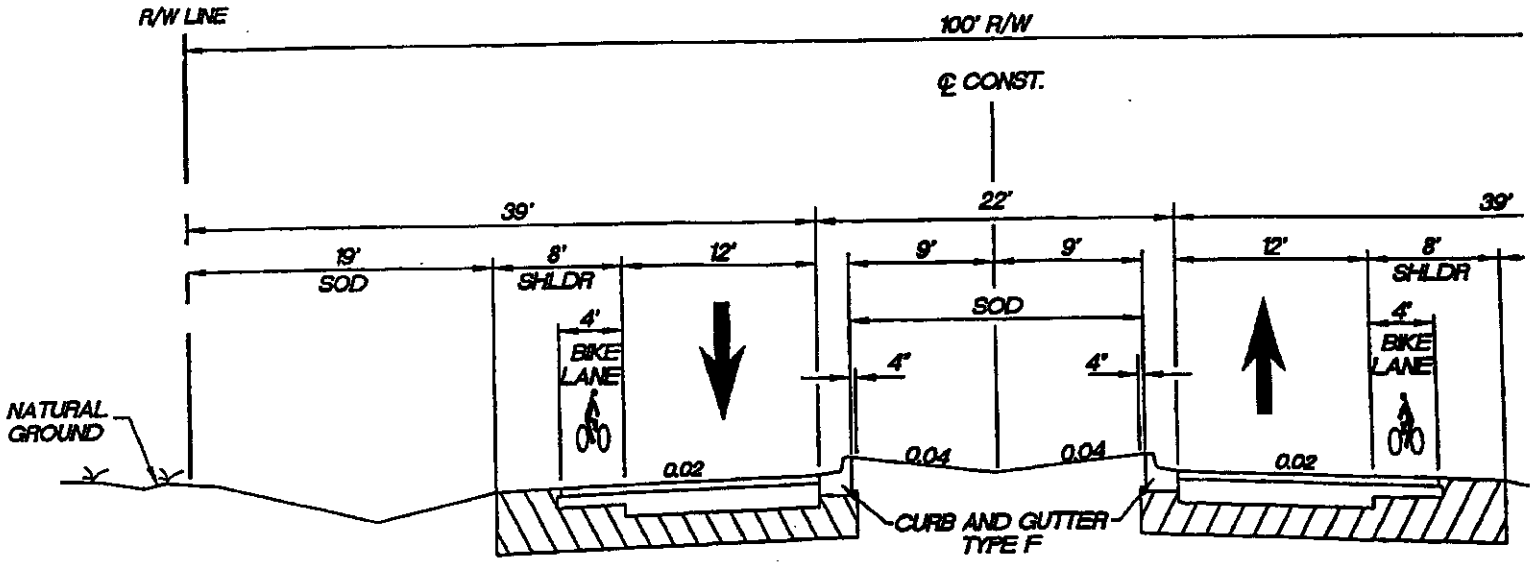
_____
Marsha Ewing, Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
Krista A. Storey, Senior Assistant County Attorney

OR BK 01787 PG 2296

EXHIBIT A – SHEET 1 OF 2



PROPOSED TYPICAL SECTION

SE MARKET PLACE

SE WILLOUGHBY BLVD. EAST TO US 1

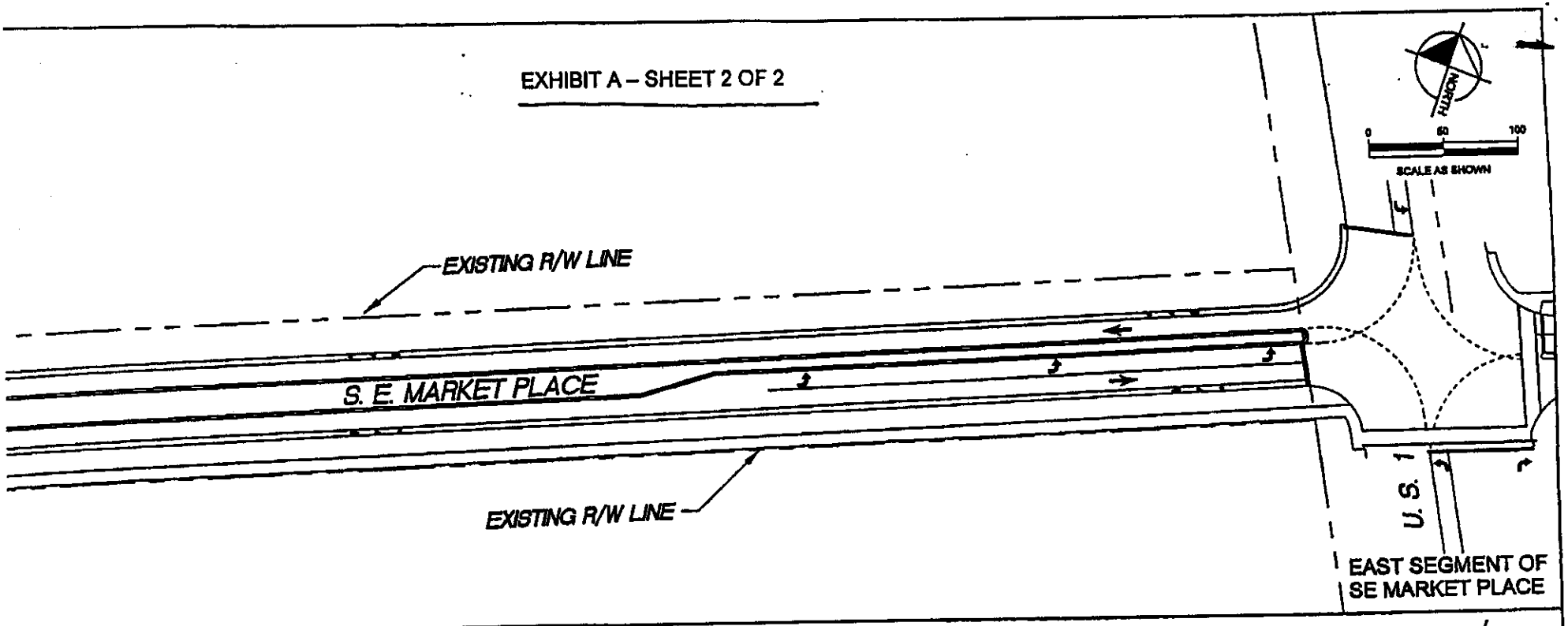
The following items are specifically not included

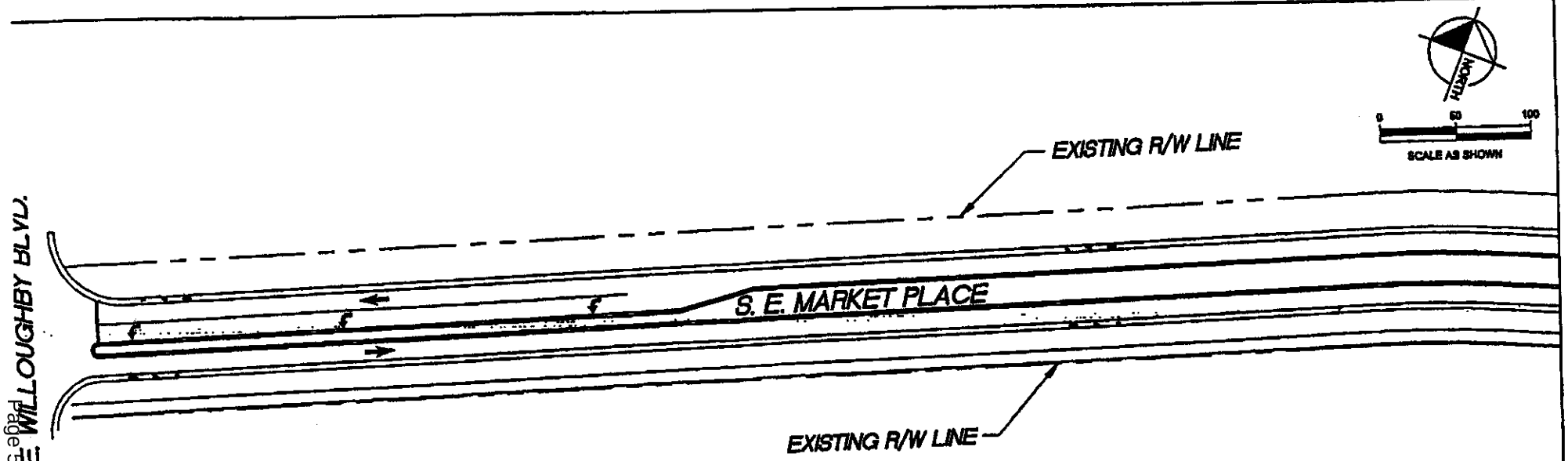
- Roadway or pedestrian lighting
- Construction of any utilities including but not limited to el telephone, cable television, water, sanitary force mains distribution.
- Drainage improvements not related to proposed roadwa
- Lateral roadway connections to any adjacent drives or s
- Pedestrian amenities other than the proposed sidewalk
- Any landscaping except bahia sod or seed in disturbed a

Kimley-Horn and Associates, Inc.

OR BK 01787 PG 2297

EXHIBIT A – SHEET 2 OF 2





Kimley-Horn
and Associates, Inc.

OR BK 01787 PG 2298

WEST SEGMENT OF
SE MARKET PLACE

PLANNED UNIT DEVELOPMENT AGREEMENT FOR A
COMMERCIAL PLANNED UNIT DEVELOPMENT
FOR
WAL-MART SUPERCENTER

This Agreement, made and entered into this _____ day of _____, 2002, by and between Wal-Mart Stores East, Inc. (an Arkansas corporation authorized to do business in Florida) hereinafter sometimes referred to as "Developer" and the CITY OF STUART, a municipal corporation of the State of Florida, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, it is the desire of Developer to develop in accordance with the development plans, a Commercial Planned Unit Development (hereinafter sometimes referred to as the "CPUD") on real property located in the City of Stuart, Florida; and

WHEREAS, Developer desires to develop the Property consistent with the requirements of the overall planning and development goals and objectives of the City and with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, Developer desires to vary from the strict application of the standard zoning districts in order to develop the subject property in an aesthetically pleasing style which makes use of its natural features in an orderly and economical manner; and

WHEREAS, the Comprehensive Plan and Land Development Code of the City permit this type of development subject to a PUD Agreement; and

WHEREAS, City wishes to encourage such manner of development; and

WHEREAS, to accomplish such development Developer and City wish to establish a Commercial Planned Unit Development District ("CPUD") to provide standards for the development of the property.

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

1. ACCURACY OF RECITALS. The above recitals are true and correct.

OR BK 01787 PG 2299

Stuart, FL
#1087-00
FTL:942020:2

ATTACHMENT E

2. UNIFIED CONTROL. Developer hereby warrants that, upon closing, it will have unified ownership and control of all real property included in this CPUD. The real property consists of approximately 33.9 acres and is legally described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property").

3. DESCRIPTION AND NAME OF PROJECT. The name of the project shall be Wal-Mart Supercenter. Developer shall develop the Property as a CPUD as described in the City's Land Development Regulations (hereinafter "LDR"). The CPUD shall be known as the Wal-Mart Supercenter and shall generally consist of the Wal-Mart Supercenter, public and private streets and alleys, parking facilities, street lighting, and other ancillary and related uses.

4. DEVELOPMENT PLANS. Developer and City agree that the project shall be developed in accordance with the Development Plans approved in this Agreement, reduced copies of which are attached hereto and made a part hereof as Exhibit "B" – 1 thru 5,

5. USES PERMITTED. The Property shall be developed as a Wal-Mart Supercenter in accordance with the City's conditions of approval attached hereto and made a part hereof as Exhibit "C" – 1 thru 3.

6. ARCHITECTURAL DESIGN AND SIGNAGE. The architectural design and signage for the CPUD shall be in accordance with the Architectural Design elevations attached hereto and made a part hereof as Exhibit "D".

7. BUILDING SPECIFICATIONS. No trailers, pre-fabricated or modular structures shall be permitted except on a temporary basis to assist in development within the CPUD or, upon completion, on a temporary basis pursuant to special permit approval by City. Trailers or structures utilized during construction shall be removed within thirty (30) days after the completion of construction of the improvements (land improvements and/or building improvements) or at the direction of the City Development Director if any violations have occurred. Failure to remove such a trailer or structure accordingly shall be deemed a violation of the City Code.

8. COMPLIANCE WITH COMPREHENSIVE PLAN AND LDR. Except as otherwise set forth herein, Developer shall comply with all requirements of City's Comprehensive Plan and LDR including but not limited to, landscaping, parking, stormwater management, resource

OR BK 01787 PG 2300

protection, fire regulations, and planned unit development regulations applicable to the Property at time of permitting.

9. BUILDING PERMITS. Building and signage permits shall be issued by City for development within the CPUD District consistent with this Agreement and the exhibits attached hereto.

10. CONCURRENCY. The City has determined that the total development shown on the Development Plans for the CPUD meets all City concurrency requirements.

11. MARKET PLACE EXTENSION AND IMPACT FEE CREDITS. Attached hereto and made a part hereof as Exhibit "E" is a copy of the Interlocal Agreement between Martin County and City of Stuart Regarding Market Place Corridor. Developer is in agreement with the terms and conditions of the Interlocal Agreement.

12. CONSISTENCY WITH CITY LAWS. This Agreement is consistent with the City of Stuart Comprehensive Plan and Land Development Regulations.

13. NOTICE: All notices given pursuant to the terms of this Agreement shall be in writing and sent by certified mail, return receipt requested; by overnight courier; or hand delivered to the parties as follows:

CITY:
City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

With a copy to:
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

DEVELOPER:
Wal-Mart Stores East, Inc.
Attn: Florida Real Estate Manager
2001 Southeast 10 Street
Bentonville, AR 72712-6489

With a copy to:
Wal-Mart Legal Department
2001 Southeast 10 Street
Bentonville, AR 72716-0550

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

OR BK 01787 PG 2301

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

DEVELOPER:

Signed, sealed and delivered in the presence of:

WAL-MART STORES EAST, INC.
an Arkansas corporation

_____ By:_____
Witness Signature , Assistant Vice President
*Printed Name:*_____

_____
Witness Signature
*Printed Name:*_____

STATE OF **ARKANSAS**)
COUNTY OF **BENTON**)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the **Assistant Vice President** of **Wal-Mart Stores East, Inc, an Arkansas corporation,** freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2002.

_____
Notary Public

_____
Typed, printed or stamped name of Notary Public
My Commission Expires:

OR BK 01787 PG 2302

Stuart, FL
#1087-00
FTL:942020:2

CITY:

Signed, sealed and delivered in the presence of:

CITY OF STUART, FLORIDA

By: _____
Karl J. Krueger Jr., Mayor

_____
Witness Signature
Printed Name: _____

_____
Witness Signature
Printed Name: _____

ATTEST:

_____
Clerk

Approved as to form and correctness:

_____
Carl V. M. Coffin, City Attorney

This instrument prepared by:

Susan P. Motley, Esq.
RUDEN, McCLOSKY, SMITH,
SCHUSTER & RUSSELL, P.A.
200 East Broward Boulevard
Fort Lauderdale, FL 33301
(954) 527-2412

Stuart, FL
#1087-00
FTL:942020:2

OR BK 01787 PG 2303

Legal Description

All that certain piece, parcel or tract of land situate, lying and being a portion of Lots 153 through 159, and also a portion of Lots 197, 203 and 204 and also all of Lots 198 through 202, Plat of PORT SEWALL, lying within Lot 3 of the Miles or Hanson Grant, Palm Beach County, Florida (said land now lying and being a part of Martin County, Florida), being more particularly bounded and described as follows, to wit:

Commencing for reference at the Northwest corner of "THE EXPOSITION" as recorded in Plat Book 9, Page 17, Public Records of Martin County, Florida; thence bearing North 29 degrees 28' 59" West, along the Easterly right of way line of US Highway No. 1 (a 200' wide right of way) as shown on Florida Department of Transportation Right Of Way Map Section No. 89010-2114, a distance of 80.41 feet to the intersection with the Northerly right of way line of S.E. Market Place (an 80' wide public right of way), and the point and place of beginning of the herein described parcel;

Thence, bearing North 29 degrees 28' 59" West, along said Easterly right of way line, a distance of 807.60 feet to a point;

Thence, leaving said Easterly right of way line, bearing North 60 degrees 29' 03" East, a distance of 215.25 feet to a point;

Thence, bearing North 66 degrees 17' 23" East, a distance of 314.21 feet to a point;

Thence, bearing North 37 degrees 07' 18" East, a distance of 44.26 feet to a point;

Thence, bearing North 66 degrees 17' 23" East, a distance of 1016.35 feet to a point on the Westerly right of way line of S.E. Commerce (an 80' wide right of way), as recorded in Official Records Book 631, Page 1627, Public Records of Martin County, Florida;

Said point being the beginning of a non-tangent curve concave Southwesterly, and having a radius of 7460.00 feet, a chord distance of 607.86 feet bearing South 50 degrees 33' 38" East;

Thence Southeasterly a distance of 607.86 feet along the arc of said curve and said Westerly right of way line, through a central angle of 04 degrees 40' 07", to a point;

Thence, bearing South 48 degrees 13' 34" East, along said Westerly right of way line, a distance of 336.07 feet to the point of intersection with the Northerly right of way line of the aforesaid S.E. Market Place;

Thence, bearing South 66 degrees 19' 21" West, a distance of 1916.05 feet to the Point of Beginning.

OR BK 01787 PG 2304

EXHIBIT A

SITE PLAN
WAL-MART, STUART, FLORIDA
STORE NO. 1087-01, REC (C-152-SEQL-01)
CITY OF STUART, FLORIDA
DUNKEN SITE
WAL-MART

EXHIBIT B-1

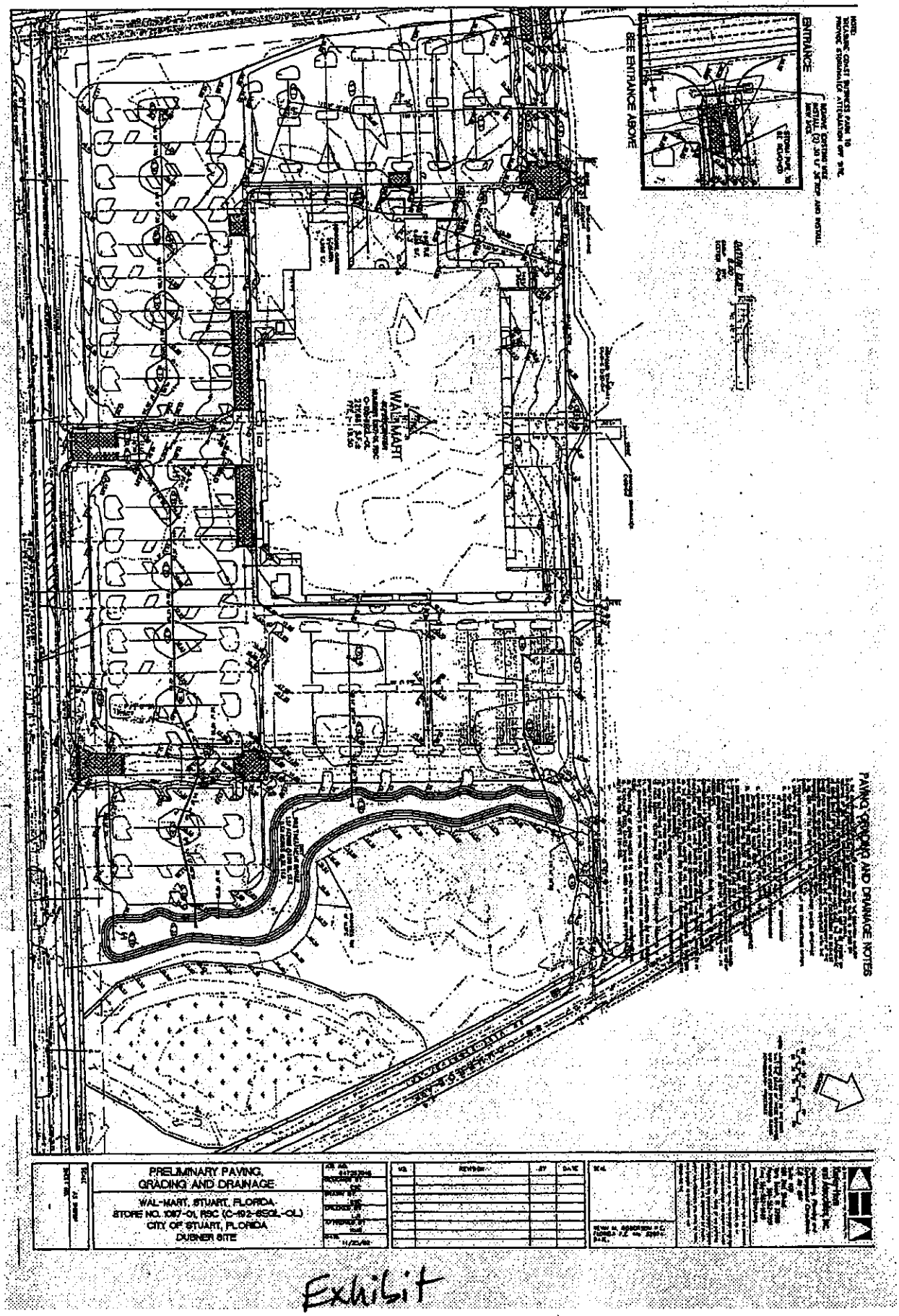


Exhibit B-2

OR BK 01787 PG 2306

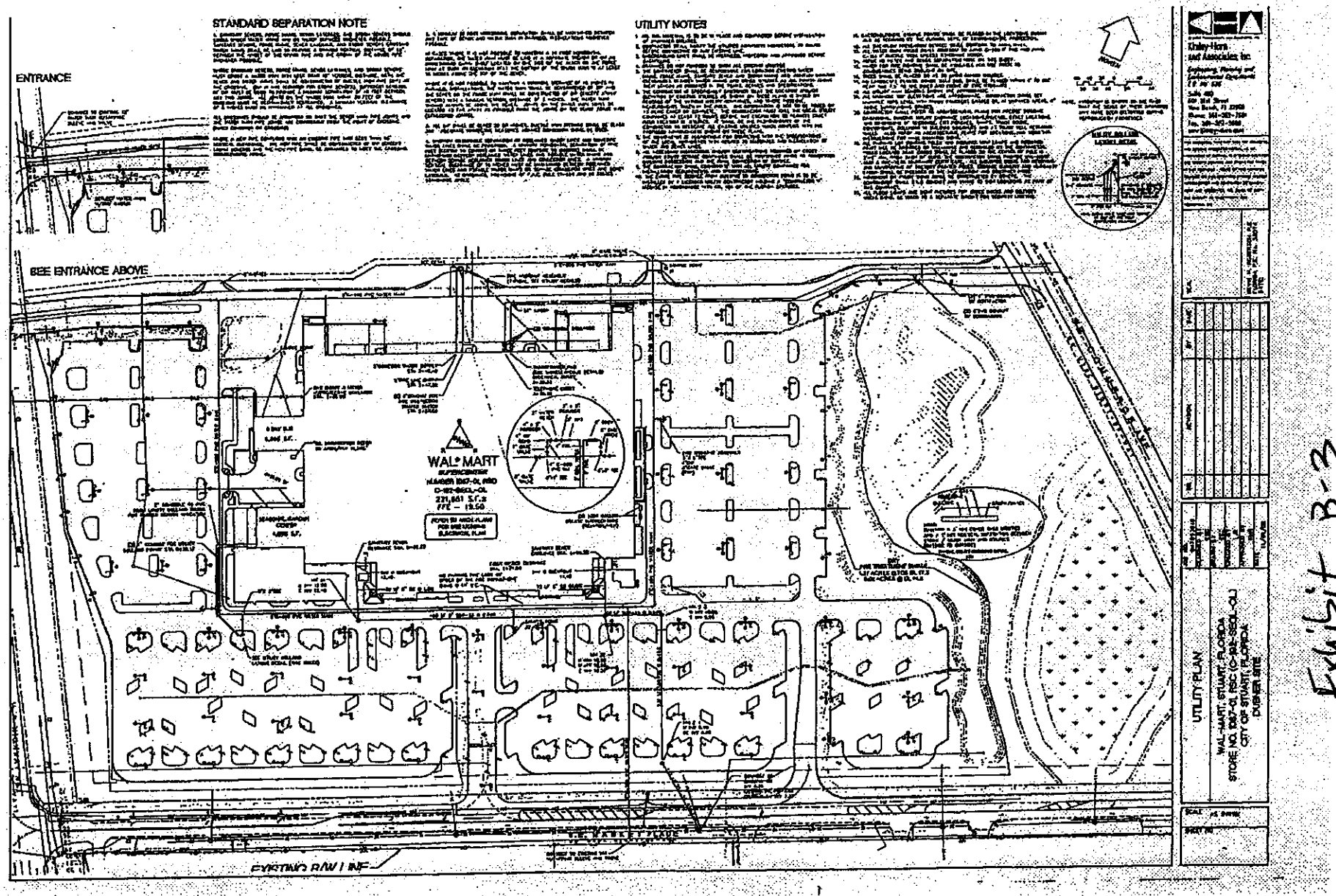

STANDARD SEPARATION NOTE
UTILITY NOTES
ENTRANCE
SEE ENTRANCE ABOVE
WAL*MART
EXISTING R/W LINE
Kimley-Horn and Associates, Inc.
UTILITY PLAN
WAL-MART, STUART, FLORIDA
STORE NO. 1907-01 DSC (CAR-SSC)-OU
CITY OF STUART, FLORIDA
DUBBER SITE

Exhibit B-3

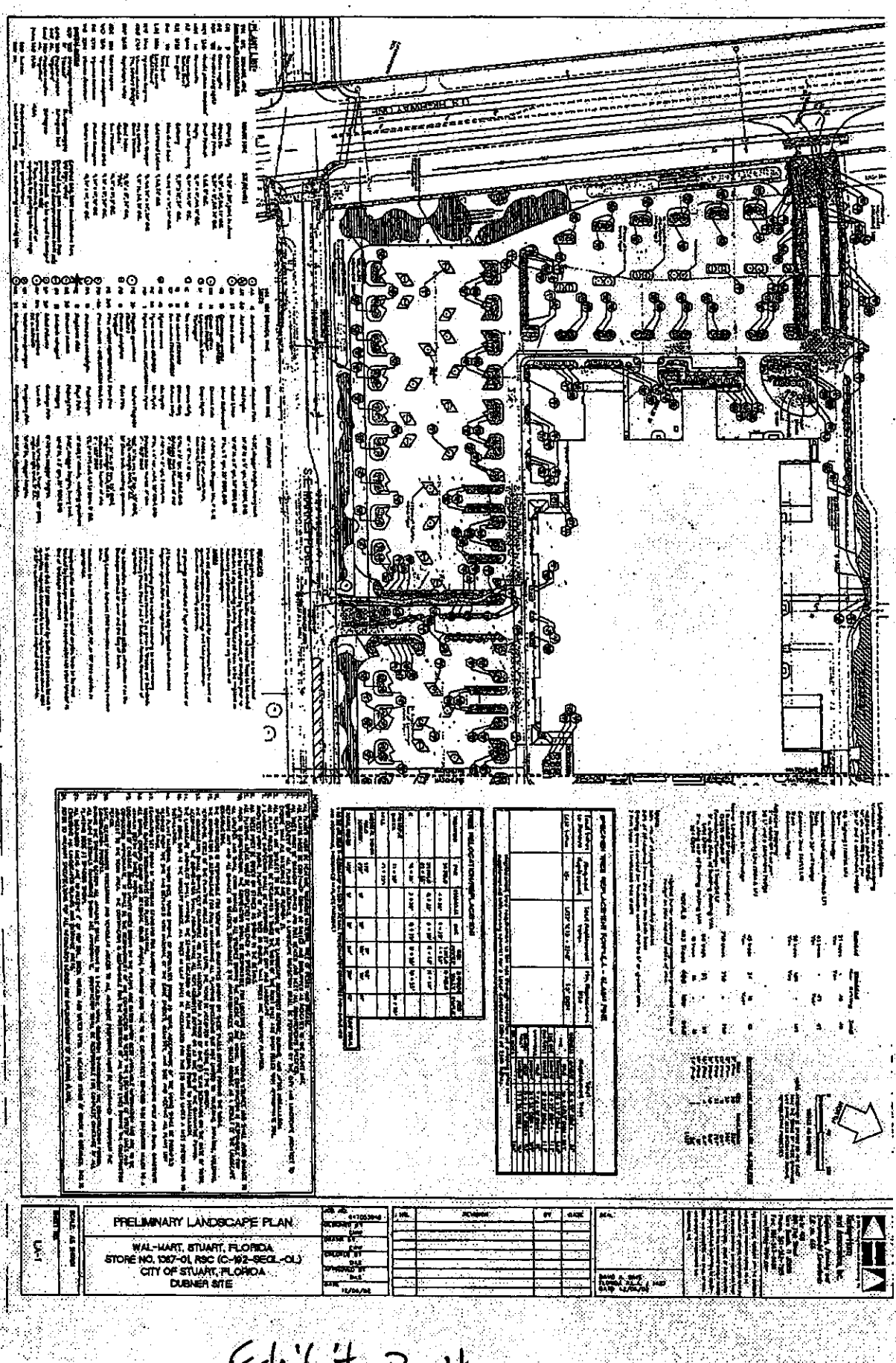


Exhibit B-4

OR BK 01787 PG 2308

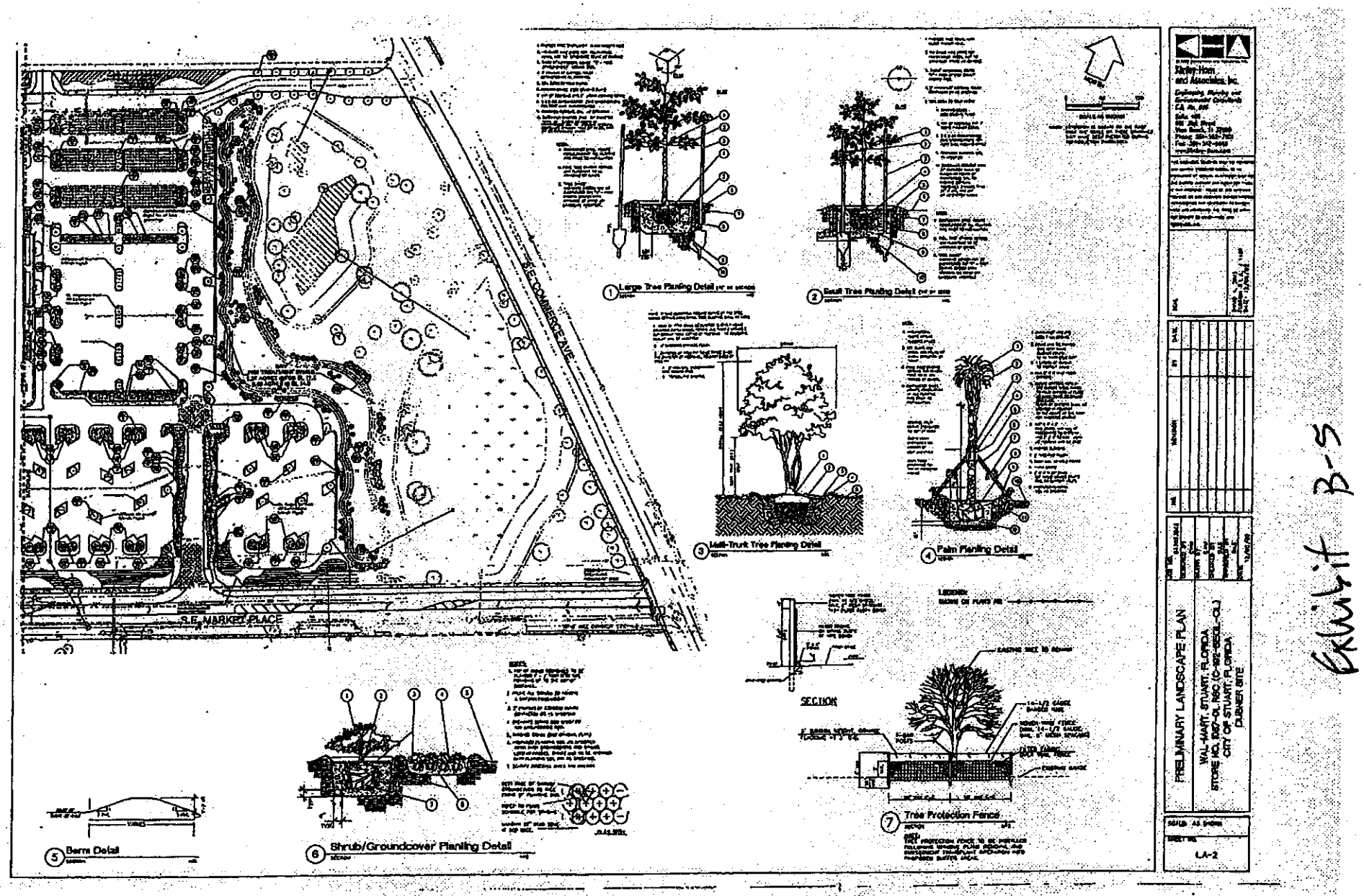

S.E. COMMERCE AVE.
S.E. MARKET PLACE
1 Large Tree Planting Detail
2 Small Tree Planting Detail
3 Multi-Trunk Tree Planting Detail
4 Palm Planting Detail
5 Berm Detail
6 Shrub/Groundcover Planting Detail
7 Tree Protection Fence
SECTION
PRELIMINARY LANDSCAPE PLAN
WAL-MART, STUART, FLORIDA
STORE NO. 2507-01, REC (C-182-REC-01)
CITY OF STUART, FLORIDA
DUBNER SITE
LA-2

Exhibit B-5

DEVELOPMENT CONDITIONS

1) The project shall adhere to the Master Site Plan prepared by Kimley-Horn and Associates, Inc., dated 2/06/03. Job # 047053048.

2) The project shall adhere to the Final Landscape Plan prepared by Kimley-Horn and Associates, Inc. dated 12/06/02. Job # 047053048.

3) The project shall adhere to the Building Elevations prepared by Boice, Raidl and Rhea Architects, dated 11/27/02. Job # 90221.

4) The project shall adhere to the Unified Signage Plan prepared by Boice, Raidle and Rhea Architects, dated 11/27/02. Job # 90221.

5) The project shall adhere to the decorative lighting detail proposed by the applicant (See exhibit F of Ordinance # 1915-03).

6) All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corp of Engineers, Florida Department of Transportation shall be obtained by the applicant and copies provided to the City prior to the issuance of development permits.

7) S.E. Market Place Extension Landscape Requirements:

   a. Prior to the issuance of any development permits for any portion of the Walmart development, Walmart shall submit to the City a landscape plan depicting the berms, trees and hedges to be installed and planted in the S.E. Market Place right-of-way between Willoughby Boulevard and U.S. Highway One with the construction of the 2-lane roadway itself. The plan shall indicate the detail of the landscaping to be located in the median of the roadway and on each side as hereinafter specified. An irrigation plan shall be submitted for review and approved by the City and Martin County.

   b. The median landscaping shall run the entire length of the roadway from Willoughby Boulevard eastward to U.S. Highway One. The median landscaping shall include interspersed areas of 14 foot high Live Oak or Gumbo Limbo trees with a 7 foot spread 30 feet on center, 10 foot high Crape Myrtle or East Palatka Holly trees 40 feet on center, and clusters of Cabbage Palms 12 feet in height 10 feet on center, all measurements at planting. The County has indicated that this County-owned area will thereafter be maintained by the County.

   c. The landscaping to be located along the south side of the road shall be located in the adjacent 17.5 feet of County-owned land between the "Coral Gardens" residential community and the S.E. Market Place right-of-way a distance of approximately 2,800 feet eastward from Willoughby Boulevard (except at the intersection of Edison Street). At a minimum this landscaping shall include a 3 foot berm, a hedge along the top thereof of 80% opacity at planting, and 14 foot high Live Oak or Gumbo Limo trees with a 7 foot spread 100 feet on center, all measurements at planting. At a minimum the ground shall be sodded with Bahia grass. The County has indicated that this County-owned area will thereafter be maintained by the County.

   d. The landscaping to be located along the north side of the road shall be located in the northernmost 9 feet of the S.E. Market Street right-of-way adjacent to the "Willoughby Golf Club" residential community a distance of approximately 3,500 feet eastward from Willoughby Boulevard to the Willoughby maintenance building

OR BK 01787 PG 2310

EXHIBIT C

access road. To the extent possible within this 9 foot wide area, the landscaping shall include a 3 foot berm, a hedge along the top thereof of 80% opacity at planting, and 14 foot high Live Oak or Gumbo Limbo trees with a 7 foot spread 100 feet on center, all measurements at planting. This berm and hedge is not required in the right-of-way adjacent to the 6 foot Willoughby berm already in place. Where not possible to achieve a 6 foot high opaque buffer, an alternative means of doing so such as a hedge, wall or fence may be presented by Walmart to the City for consideration.

e. Walmart shall guarantee the successful planting and growth of the landscaping materials for a period of one year after issuance of the last certificate of occupancy for the Walmart development. All material that is not successful shall be replaced with healthy materials of the same species and variety.

f. No certificates of occupancy shall be issued for any portion of the Walmart development until the landscaping berms, hedges and trees have been successfully installed and planted. Walmart shall provide a surety acceptable to the City Attorney to assure replacement of unsuccessful materials for one year after issuance of the last certificate of occupancy for the Walmart development.

8) The design of SE Market Place extension west of SE Federal Hwy. to Willoughby Blvd. shall be approved by Martin County and the City and constructed prior to the issuance of a Certificate of Occupancy. A Letter of Credit shall be posted at 110% of the cost of the construction improvements prior to the issuance of a development permit.

9) No Certificate of Occupancy for this development shall be issued until the intersection of SE Federal Highway and SE Market Place has been signalized and roadway geometry has been provided in accordance with information provided in the traffic study for both lane geometry and storage lengths. Design of this intersection shall be coordinated with the Florida Department of Transportation (FDOT) and Martin County. City staff shall have the opportunity to review and approve the design of the intersection.

10) Walmart shall actively market the existing building located in Wedgewood Commons for lease and/or for sale prior to vacating the existing store with no restrictive covenants against a future owner/tenant. Should the market not support another "big box user" Walmart shall make modifications to the interior building to accommodate smaller future tenant users. The windows and doors of the building shall not be boarded-up. The garden center shall be kept in a neat and orderly fashion and shall not be utilized for storage purposes. Site lighting in the parking lot and internal to the building shall be kept illuminated. All Walmart retail signs shall be removed from the building and wall areas. These sign areas shall be painted and/or repaired

11) Timetable for development shall be as follows:

A building and site permit shall be submitted no later December 31, 2003 and a Certificate of Occupancy and shall be issued for the entire project no later than 18 months after issuance of development permits.

12) Development shall comply with the City'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) Pays all applicable impact and permit fees.

OR BK 01787 PG 2311

In the event that a time extension is granted prior to the expiration of the development permit, then the accompanying concurrency reservation certificate shall be automatically renewed for up to one year after the date of the issuance of the initial development permit.

13) A subdivision plat shall be approved by the City Commission and shall be recorded in the public records at Martin County prior to the issuance of any development permits.

14) There shall be no future out parcels on the property.

15) Outdoor speaker systems are prohibited on the property

16) Outdoor storage and the display of materials are prohibited on the property.

17) Construction activity shall be limited to 7:00 am to 7:00 pm Monday thru Friday and 8:00 am to 7:00 pm Saturday thru Sunday. Construction access shall be limited to SE Market Place. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

18) Water trucks shall be provided by the applicant as necessary during construction of SE Market Place in order to reduce dust generated on-site.

19) Walmart 18 wheel tractor trailer trucks shall not use SE Market Place as a route for delivery of store merchandise and shall not use SE Market Place upon exiting Walmart.

20) Telecommunication Towers, including stealth are prohibited on the property.

21) One flag pole is permitted on-site and shall not exceed 25' (feet) in height. The flag shall not exceed 24 square feet in area.

22) Outdoor automotive repair is prohibited on the property.

23) Loading areas or docks, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.

24) No news rack publications and/or any type of publication shall be displayed beyond the interior of the building.

25) Street furniture provided on-site shall be of high quality and aesthetically pleasing appearance. Street furniture shall be approved by staff prior to the issuance of a building permit.

26) No building permits will be issued for the development until an agreement has been made between the developer and the City relating to security at the Walmart store and grounds.

27) Community Center and Police sub-station shall remain in perpetuity.

28) A tree protective barrier plan shall be reviewed, approved and inspected by the City's landscape architect prior to construction activity to ensure that all existing and transplanted vegetation is not disturbed.

29) SE Federal Highway and SE Market Place right-of-way shall be planted with Bahai grass and shall be maintained by the applicant.

30) All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be

OR BK 01787 PG 2312

designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties ands to the general public.

31) In order to monitor the proper installation of landscape materials, material quality and long term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum of four years after site development. In addition, 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 four years.

32) If at any time, transplanted trees die and/or are damaged the City may require a mitigation plan from the applicant. Replacement shall be at a 1 to 1½ ratio.

33) The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.

34) 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.

35) Interior landscape islands shall have a combination of trees, grass, groundcover, and mulch.

36) "Hat racking" of trees is prohibited on the property.

37) Bollards shall be painted with a muted color that compliments the building color.

38) All trash, debris, and exotics shall be removed from the preserve area. The preserve area shall be maintained in perpetuity.

39) Banners, Billboards, and any other sign or advertising device not in accordance with the Unified signage plan are prohibited on the property.

40) No temporary or modular buildings are permitted on the property.

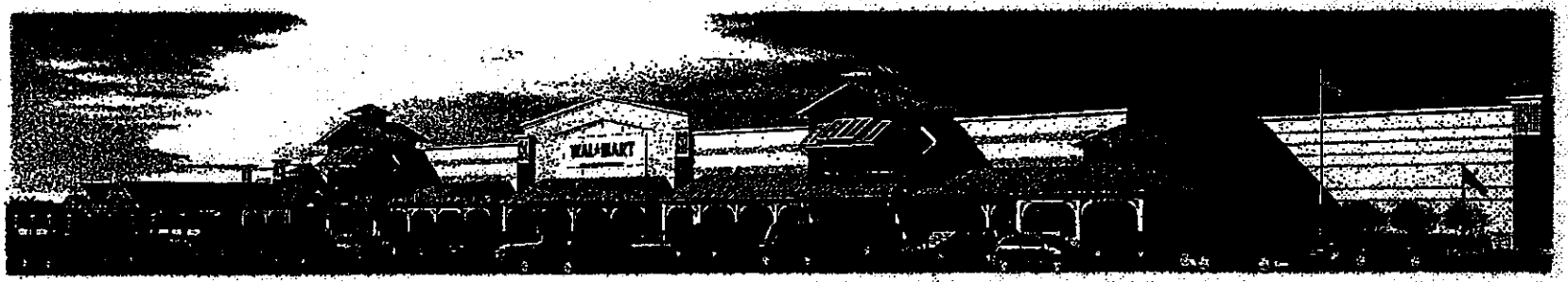
41) Special events shall be limited to four per calendar year. A permit is required for each special event.

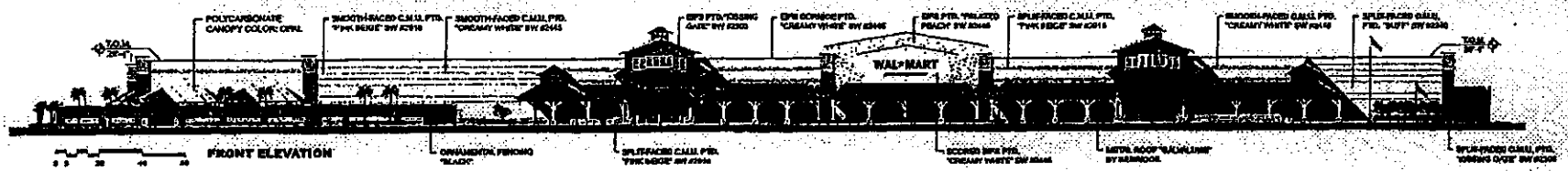
42) Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed 27' (feet) in height. The lighting in the parking lot shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2 foot candles as measured from the common property line.

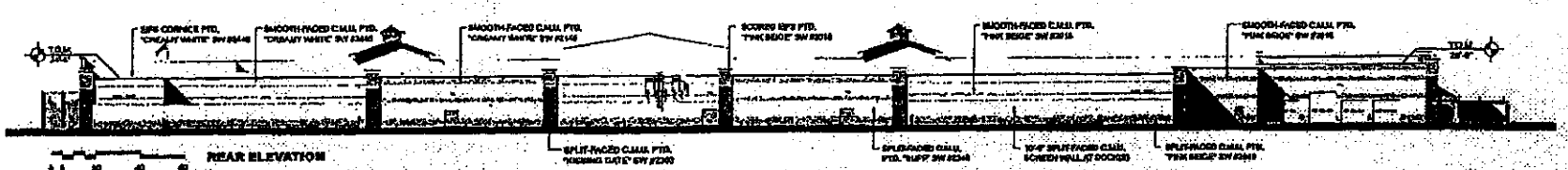
43) Any existing sidewalks damaged along SE Federal Highway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.

OR BK 01787 PG 2313

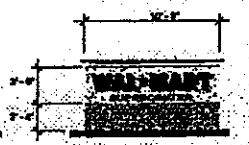
EXHIBIT A

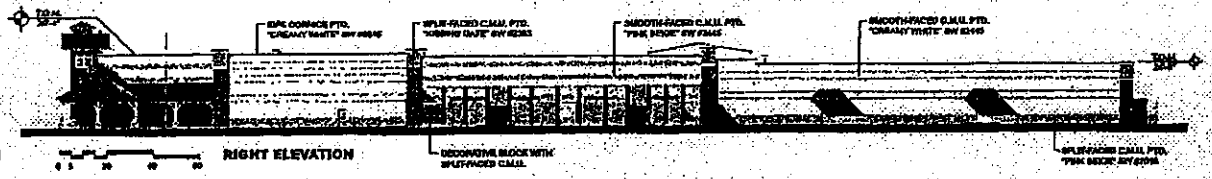






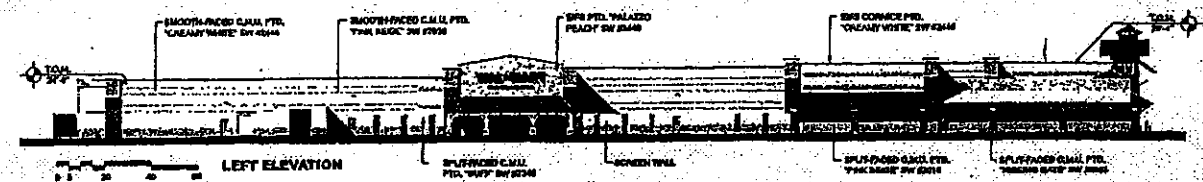






FRONT SIGNAGE	HEIGHT	AREA
1. "WAL-MART"	4'-0"	133.42 S.F.
2. "SUPERCENTER"	1'-4"	23.75 S.F.
TOTAL FRONT		157.00 S.F.

LEFT SIGNAGE		
1. "WAL-MART"	4'-0"	133.42 S.F.
1. "SUPERCENTER"	1'-4"	23.75 S.F.
TOTAL LEFT		157.00 S.F.
TOTAL SIGNAGE		314.00 S.F.



Boice Raidl Rhea

WAL★MART SUPERCENTER

Stuart, FL
Store #1087 11/27/02

OR BK 01787 PG 2314

INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY AND CITY OF STUART REGARDING MARKET PLACE CORRIDOR

THIS AGREEMENT is made and entered into this _____ day of _____, 2002, by and between MARTIN COUNTY, a political subdivision of the State of Florida (``COUNTY") and the CITY OF STUART, a municipal corporation of the State of Florida (``CITY").

WHEREAS, the City of Stuart and Martin County are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, COUNTY has enacted Article 6, Impact Fees, Land Development Regulations, Martin County Code, applicable to both incorporated and unincorporated areas of Martin County; and

WHEREAS, COUNTY and CITY have previously entered into an Interlocal Agreement for Collection of Impact Fees (``Impact Fee Agreement") which has been recorded beginning at Book 1484, Page 1366 of the Official Records of Martin County, Florida; and

WHEREAS, said Impact Fee Agreement provides that funds collected within the corporate limits of the City shall be used to fund projects within certain areas as specified within the Impact Fee Agreement and further provides for coordination between COUNTY and CITY

OR BK 01787 PG 2315

EXHIBIT E

with regard to expenditures of such fees and prioritization of projects contained in the COUNTY'S Capital Improvement Plan; and

WHEREAS, COUNTY has acquired the necessary right of way for the Market Place Corridor from U.S. 1 to Willoughby Boulevard; and

WHEREAS, the Market Place Corridor is on the COUNTY'S 2025 Transportation Needs Plan and is included in COUNTY'S Capital Improvement Plan; and

WHEREAS, Wal-Mart Stores East, Inc. (``Wal-Mart") has applied to CITY to construct a retail facility (the ``Wal-Mart Store") at the northeast corner of the intersection of U.S.1 and Market Place; and

WHEREAS, upon the approval of the Wal-Mart Store, Wal-Mart shall at the time of construction of the Wal-Mart Store, construct certain improvements to Market Place from U.S.1 to Commerce Avenue which are deemed to be site-related improvements; and

WHEREAS, Wal-Mart is willing to design and construct, at the time of construction of the Wal-Mart Store, additional improvements to the Market Place Corridor, including construction of a two-lane divided section of Market Place from U.S.1 to Willoughby Boulevard, the required turn lanes and signalization of the U.S.1/Market Place intersection, and the required turn lane at the Willoughby Boulevard/Market Place intersection (the ``Market Place Additional Improvements") in exchange for certain road impact fee credits; and

WHEREAS, the value of the design and construction for the Market Place Additional Improvements proposed by Wal-Mart significantly exceeds the amount of road impact fees for which Wal-Mart would be obligated under Article 6, Impact Fees; and

OR BK 01787 PG 2316

WHEREAS, Advantage Ford of Stuart, Inc. (``Advantage") has submitted a request for development approval of the property located at the northwest corner of the intersection of U.S.1 and Market Place across from the Wal-Mart Store, which request is currently pending before CITY.

NOW, THEREFORE, in consideration of the covenants, conditions, and premises set forth herein, the Parties agree as follows:

1. This Interlocal Agreement is entered into pursuant to Section 163.01, Florida Statutes, The Florida Interlocal Cooperation Act.

2. The recitations set forth above are true and correct.

3. The CITY shall include the following conditions within the development order for the approval of the Wal-Mart Store:

   A. In consideration of COUNTY'S approval of the road impact fee reimbursement for same, Wal-Mart shall, upon receiving all necessary permits and approvals and at the time of construction of the Wal-Mart Store, design and construct to County standards a two-lane divided section of Market Place from U.S.1 to Willoughby Boulevard including required turn lanes and signalization at the U.S.1/Market Place intersection and the required turn lane at the Willoughby Boulevard/Market Place intersection all as more particularly described on Exhibit ``A" attached hereto and made a part hereof (collectively, the ``Market Place Additional Improvements"). Wal-Mart shall obtain any and all required permits and approvals necessary for the construction of the Market Place Additional Improvements.

OR BK 01787 PG 2317

B. COUNTY agrees that when Wal-Mart completes the Market Place Additional Improvements, Wal-Mart will receive full reimbursement for road impact fees paid by Wal-Mart for the Wal-Mart Store up to a maximum of six hundred thousand dollars ($600,000.00). COUNTY shall pay said reimbursement to Wal-Mart in five equal annual installments of one hundred twenty thousand dollars ($120,000.00) each without interest, with the first payment to be made no later than sixty (60) days after written certification by the Wal-Mart project engineer (``Project Engineer") is presented to the COUNTY'S engineer, provided that the COUNTY'S Engineer concurs that the Market Place Additional Improvements are complete. A determination by COUNTY'S Engineer shall be required within ten (10) working days after receipt of the written certification by the Wal-Mart project engineer. The remaining four payments shall be made each subsequent year on the anniversary date of the first payment until the COUNTY pays the total amount of the six hundred thousand dollar ($600,000.00) road impact fee credit reimbursement.

C. Wal-Mart is only obligated to construct the Market Place Additional Improvements if it constructs the Wal-Mart Store. Wal-Mart is only entitled to the road impact fee credit reimbursement if it receives CITY'S approval for the Wal-Mart Store, pays the road impact fees as required by Article 6, Impact Fees, Land Development Regulations, Martin County Code and completes the Market Place Additional Improvements.

OR BK 01787 PG 2318

D. If Wal-Mart has not completed the Market Place Additional Improvements prior to Wal-Mart's request to the CITY for a certificate of occupancy for the Wal-Mart Store, then prior to the issuance of the certificate of occupancy by the CITY, Wal-Mart shall guarantee the completion of the Market Place Additional Improvements through the provision of security to the COUNTY in an amount equal to the cost to complete the Market Place Additional Improvements less six hundred thousand dollars ($600,000.00). The cost to complete the Market Place Additional Improvements shall be determined based on certified cost estimates submitted by the Wal-Mart project engineer and approved by the COUNTY'S engineer. Such security shall be in a form deemed acceptable by the COUNTY.

E. In accordance with COUNTY standards and as approved by the COUNTY'S Engineer, Wal-Mart shall, upon receiving all necessary permits and approvals and at the time of construction of the Wal-Mart Store, construct a three-lane section of Market Place from U.S.1 to Commerce Avenue including a left turn lane from Market Place on to Commerce Avenue. Should any additional right of way be required for the construction of the three-lane section of Market Place from U.S.1 to Commerce Avenue, Wal-Mart shall provide the additional right of way at no cost to the COUNTY. The improvements to Market Place from U.S.1 to Commerce Avenue are site-related and shall not be eligible for road impact fee credits.

4. The CITY shall include the following condition within the development order for the approval of Advantage Ford of Stuart, Inc., the successors and assigns of

OR BK 01787 PG 2319

Advantage Ford of Stuart, Inc., or any other developer of the property at the northwest corner of the intersection of U.S. 1 and Market Place (collectively, "Advantage"):

A. In the event that Advantage requests access to Market Place prior to the expiration of the reimbursement schedule set forth in Paragraph 3.B. above, then as a condition of granting such access, Advantage shall pay to COUNTY fifty thousand dollars ($50,000.00) as its fair share contribution toward the Market Place Additional Improvements. COUNTY shall pay to Wal-Mart the money received from Advantage within sixty (60) days of COUNTY'S receipt of same, or within thirty (30) days of Wal-Mart's commencement of construction of the Market Place Improvements, whichever comes later. This payment is in addition to the COUNTY's impact fee reimbursement payments to Wal-Mart.

B. If Wal-Mart does not construct the Wal-Mart Store and the Market Place Additional Improvements, then COUNTY shall return to Advantage any funds which may have been paid by Advantage to COUNTY for the fair share contribution to the Market Place Additional Improvements and Advantage shall be permitted to proceed with the development of its property, as approved by CITY, notwithstanding the fact that the Market Place Additional Improvements have not been constructed, and that Advantage will not have access to Market Place as set forth in its development approval from CITY.

OR BK 01787 PG 2320

5. Any notices which are required or may be permitted to be given pursuant to this Agreement shall be made by hand delivery, courier, facsimile transmission, or U.S. mail as follows:

If to COUNTY:	County Administrator, Martin County 2401 SE Monterey Road Stuart, Florida 34996
With a copy to:	County Attorney, Martin County 2401 SE Monterey Road Stuart, Florida 34996
If to CITY:	City Manager, City of Stuart 121 SW Flagler Avenue Stuart, Florida 34994
With a copy to:	City Attorney, City of Stuart 121 SW Flagler Avenue Stuart, Florida 34994
If to Wal-Mart:	Wal-Mart Stores East, Inc. Florida Realty Manager 2001 SE Tenth Street Bentonville, Arkansas 72716
With a copy to	Wal-Mart Legal Team 2001 SE Tenth Street Bentonville, Arkansas 72716
And to:	Susan Motley, Esquire Ruden, McClosky, Smith, Schuster & Russell, P.A. 200 East Broward Boulevard, Suite 1500 Ft. Lauderdale, Florida 33301
If to Advantage:	Advantage Ford of Stuart, Inc. 4501 S.E. Federal Highway Stuart, Florida 34997 Attention: Mr. Irving Matthews

OR BK 01787 PG 2321

With a copy to: Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996

6. This Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Martin County, Florida.

7. This Agreement may be amended only by written agreement of the parties.

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

9. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

10. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or

OR BK 01787 PG 2322

unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the City of Stuart has approved this Interlocal Agreement at its meeting held on the _____ day of _____, 2002, and Martin County has approved this Interlocal Agreement at its meeting held on the _____ day of _____, 2002.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials as of the date set forth above.

"CITY"

ATTEST:

CITY OF STUART, a municipal corporation of the State of Florida

_____ By: _____

Cheryl White, Acting City Clerk **Karl J. Krueger, Mayor**

APPROVED AS TO FORM AND CORRECTNESS

_____

Carl V. M. Coffin, City Attorney

OR BK 01787 PG 2323

"COUNTY"

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Marsha Ewing, Clerk

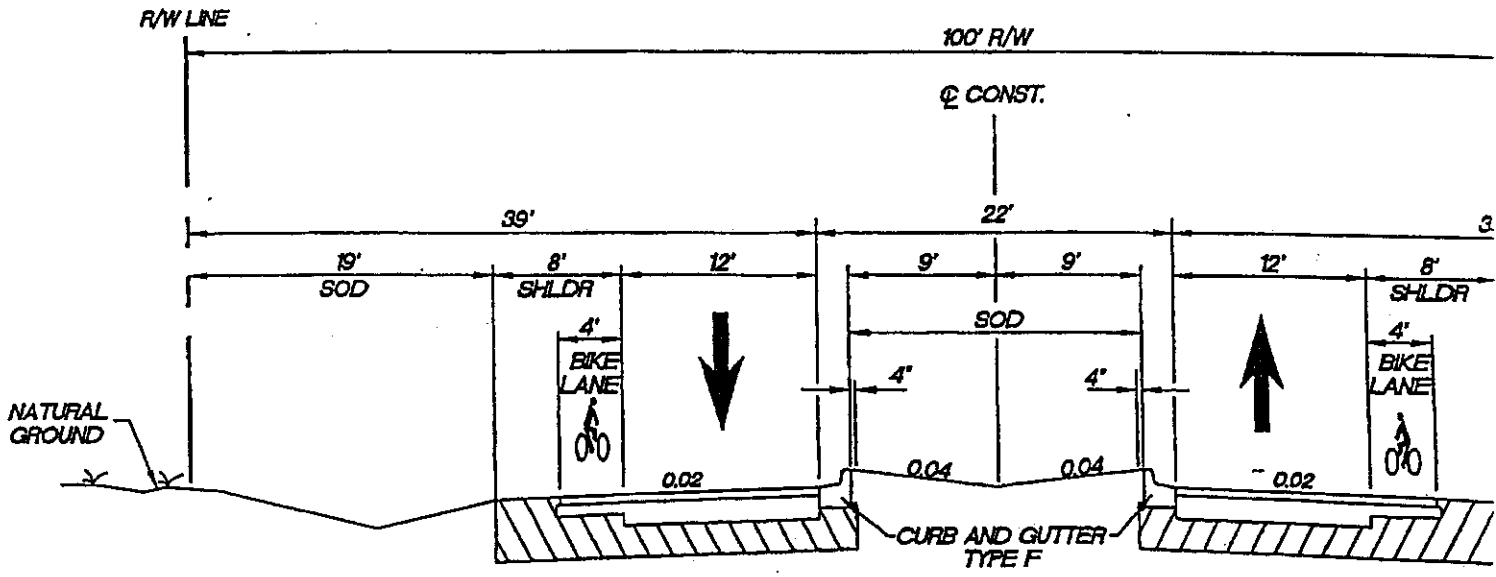
BY: _____
Michael DiTerlizzi, Vice Chairman

APPROVED AS TO FORM
AND CORRECTNESS

_____
Krista A. Storey, Senior Assistant County Attorney

OR BK 01787 PG 2324

EXHIBIT A – SHEET 1 OF 2



PROPOSED TYPICAL SECTION

SE MARKET PLACE

SE WILLOUGHBY BLVD. EAST TO US 1

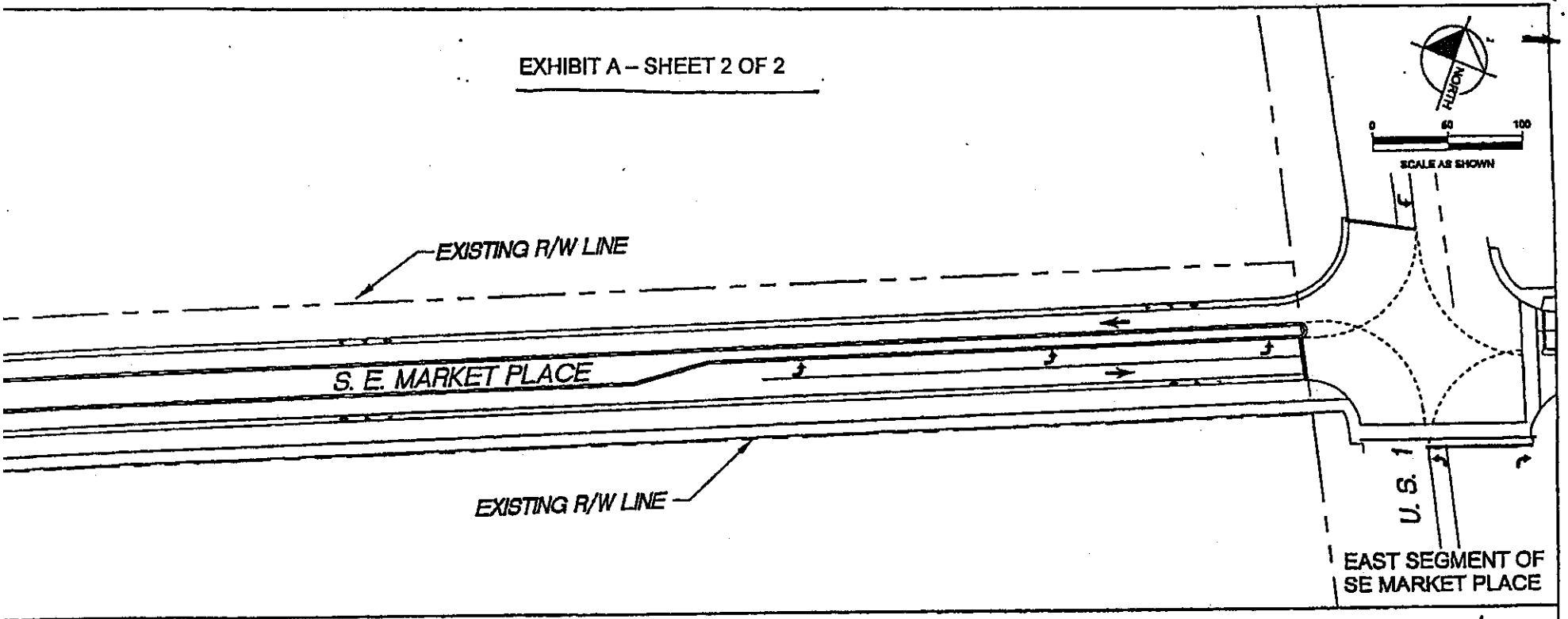
The following items are specifically not included

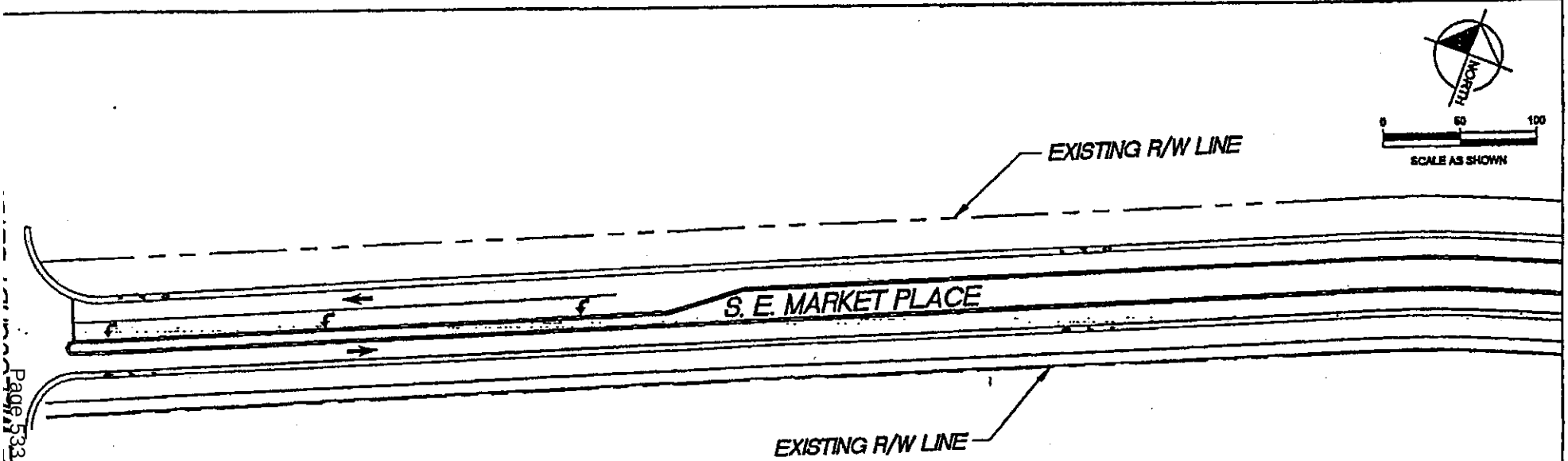
- Roadway or pedestrian lighting
- Construction of any utilities including but not limited t telephone, cable television, water, sanitary force mai distribution.
- Drainage improvements not related to proposed roa
- Lateral roadway connections to any adjacent drives
- Pedestrian amenities other than the proposed sidew
- Any landscaping except bahia sod or seed in disturb

Kimley-Horn and Associates, Inc.

OR BK 01787 PG 2325

EXHIBIT A – SHEET 2 OF 2





WEST SEGMENT OF

Kimley-Horn

OR BK 01787 PG 2326

PAGE 003 * RCVD AT 11/8/2002 4:26:21 PM [Eastern Standard Time] * SVR:FTLFAX/13 * DNIS:4012 * CSID:1 561 286 0138 * DURATION (mm-ss):01-28

PLANNED UNIT DEVELOPMENT AGREEMENT FOR A
COMMERCIAL PLANNED UNIT DEVELOPMENT
FOR
WAL-MART SUPERCENTER

This Agreement, made and entered into this 8th day of July, 2003, by and between Wal-Mart Stores East, Inc. (an Arkansas corporation authorized to do business in Florida) hereinafter sometimes referred to as "Developer" and the CITY OF STUART, a municipal corporation of the State of Florida, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, it is the desire of Developer to develop in accordance with the development plans, a Commercial Planned Unit Development (hereinafter sometimes referred to as the "CPUD") on real property located in the City of Stuart, Florida; and

WHEREAS, Developer desires to develop the Property consistent with the requirements of the overall planning and development goals and objectives of the City and with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, Developer desires to vary from the strict application of the standard zoning districts in order to develop the subject property in an aesthetically pleasing style which makes use of its natural features in an orderly and economical manner; and

WHEREAS, the Comprehensive Plan and Land Development Code of the City permit this type of development subject to a PUD Agreement; and

WHEREAS, City wishes to encourage such manner of development; and

WHEREAS, to accomplish such development Developer and City wish to establish a Commercial Planned Unit Development District ("CPUD") to provide standards for the development of the property.

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

1. ACCURACY OF RECITALS. The above recitals are true and correct.

2. UNIFIED CONTROL. Developer hereby warrants that, upon closing, it will have unified ownership and control of all real property included in this CPUD. The real property

Stuart, FL
#1087-00
FTL:942020:2

OR BK 01787 PG 2327

consists of approximately 33.9 acres and is legally described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property").

3. DESCRIPTION AND NAME OF PROJECT. The name of the project shall be Wal-Mart Supercenter. Developer shall develop the Property as a CPUD as described in the City's Land Development Regulations (hereinafter "LDR"). The CPUD shall be known as the Wal-Mart Supercenter and shall generally consist of the Wal-Mart Supercenter, public and private streets and alleys, parking facilities, street lighting, and other ancillary and related uses.

4. DEVELOPMENT PLANS. Developer and City agree that the project shall be developed in accordance with the Development Plans approved in this Agreement, reduced copies of which are attached hereto and made a part hereof as Exhibit "B".

5. USES PERMITTED. The Property shall be developed as a Wal-Mart Supercenter in accordance with the City's conditions of approval attached hereto and made a part hereof as Exhibit "C".

6. ARCHITECTURAL DESIGN AND SIGNAGE. The architectural design and signage for the CPUD shall be in accordance with the Architectural Design elevations attached hereto and made a part hereof as Exhibit "D".

7. BUILDING SPECIFICATIONS. No trailers, pre-fabricated or modular structures shall be permitted except on a temporary basis to assist in development within the CPUD or, upon completion, on a temporary basis pursuant to special permit approval by City. Trailers or structures utilized during construction shall be removed within thirty (30) days after the completion of construction of the improvements (land improvements and/or building improvements) or at the direction of the City Development Director if any violations have occurred. Failure to remove such a trailer or structure accordingly shall be deemed a violation of the City Code.

8. COMPLIANCE WITH COMPREHENSIVE PLAN AND LDR. Except as otherwise set forth herein, Developer shall comply with all requirements of City's Comprehensive Plan and LDR including but not limited to, landscaping, parking, stormwater management, resource protection, fire regulations, and planned unit development regulations applicable to the Property at time of permitting.

OR BK 01787 PG 2328

9. BUILDING PERMITS. Building and signage permits shall be issued by City for development within the CPUD District consistent with this Agreement and the exhibits attached hereto.

10. CONCURRENCY. The City has determined that the total development shown on the Development Plans for the CPUD meets all City concurrency requirements.

11. MARKET PLACE EXTENSION AND IMPACT FEE CREDITS. Attached hereto and made a part hereof as Exhibit "E" is a copy of the Interlocal Agreement between Martin County and City of Stuart Regarding Market Place Corridor. Developer is in agreement with the terms and conditions of the Interlocal Agreement.

12. CONSISTENCY WITH CITY LAWS. This Agreement is consistent with the City of Stuart Comprehensive Plan and Land Development Regulations.

13. NOTICE. All notices given pursuant to the terms of this Agreement shall be in writing and sent by certified mail, return receipt requested; by overnight courier; or hand delivered to the parties as follows:

CITY:
City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

With a copy to:
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

DEVELOPER:
Wal-Mart Stores East, Inc.
Attn: Florida Real Estate Manager
2001 Southeast 10 Street
Bentonville, AR 72712-6489

With a copy to:
Adele Lucas, Esq., #8313
Wal-Mart Legal Department
2001 Southeast 10 Street
Bentonville, AR 72716-0550

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

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

OR BK 01787 PG 2329

DEVELOPER:

Signed, sealed and delivered in the presence of:

WAL-MART STORES EAST, INC.
an Arkansas corporation

By: _____
Robert M. Bedard, Assistant Vice President

Jeannette Taglauer
Witness Signature
Printed Name: Jeannette Taglauer

Joan Mladucky
Witness Signature
Printed Name: JOAN MLADUCKY

STATE OF **ARKANSAS**)
COUNTY OF **BENTON**)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Robert M. Bedard, the **Assistant Vice President** of **Wal-Mart Stores East, Inc, an Arkansas corporation,** freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of June, 2003.

Pamela Core
Notary Public
Pamela Core
Typed, printed or stamped name of Notary Public
My Commission Expires: May 1, 2007

"OFFICIAL SEAL"
PAMELA CORE
NOTARY . ARKANSAS
BENTON COUNTY
COMMISSION EXPIRES 5-01-2007

Approved as to legal terms only
by _____
WAL-MART LEGAL DEPT.
Date: 6-25-03

Stuart, FL
#1087-00
FTL:942020:2

OR BK 01787 PG 2330

CITY:

Signed, sealed and delivered in the presence of:

CITY OF STUART, FLORIDA

Mary Fluhrsenart
Witness Signature
Printed Name: MARY F. WHISENANT

By: _____
Karl J. Krueger, Jr. Mayor

Debra McLaughey
Witness Signature
Printed Name: Debra McLaughey

ATTEST:

_____
Clerk Cheryl Whitt

Approved as to form and correctness:

_____
Carl V. M. Coffin, City Attorney

This instrument prepared by:

Susan P. Motley, Esq.
RUDEN, McCLOSKY, SMITH,
SCHUSTER & RUSSELL, P.A.
200 East Broward Boulevard
Fort Lauderdale, FL 33301
(954) 527-2412

Stuart, FL
#1087-00
FTL:942020:2

OR BK 01787 PG 2331

LIST OF EXHIBITS

PLANNED UNIT DEVELOPMENT AGREEMENT FOR A COMMERCIAL PLANNED UNIT DEVELOPMENT

Exhibit A	Legal description
Exhibit B	Development Plans (reduced copies)
Exhibit C	City of Stuart's Conditions of Approval
Exhibit D	Architectural Design Elevations (reduced copy)
Exhibit E	Interlocal Agreement between Martin County and City of Stuart Regarding Market Place Corridor

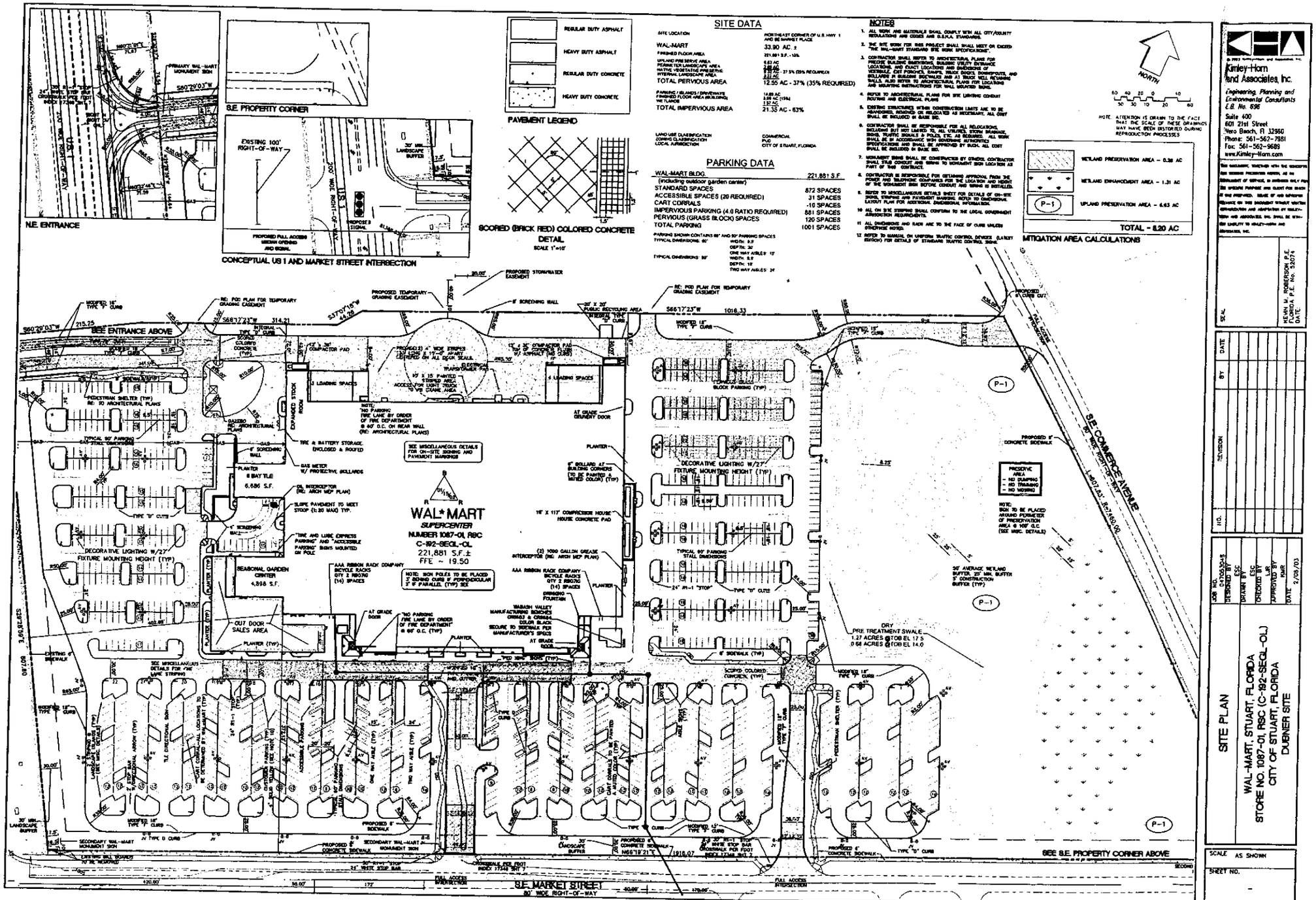
OR BK 01787 PG 2332

LEGAL DESCRIPTION - STUART WAL-MART STORE # 1087-00

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF LOTS 153 THROUGH 159, AND ALSO A PORTION OF LOTS 197, 203 AND 204 AND ALSO ALL OF LOTS 198 THROUGH 202, PLAT OF PORT SEWALL, LYING WITHIN LOT 3 OF THE MILES OR HANSON GRANT, PALM BEACH COUNTY, FLORIDA (SAID LAND NOW LYING AND BEING A PART OF MARTIN COUNTY, FLORIDA), BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF "THE EXPOSITION" AS RECORDED IN PLAT BOOK 9, PAGE 17, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE, BEARING NORTH 29D28'59" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY No. 1 (A 200' WIDE RIGHT OF WAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 89010-2114, A DISTANCE OF 80.41 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF S.E. MARKET PLACE (AN 80' WIDE PUBLIC RIGHT OF WAY), AND THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, BEARING NORTH 29D28'59" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 807.60 FEET TO A POINT; THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, BEARING NORTH 60D29'03" EAST, A DISTANCE OF 215.25 FEET TO A POINT; THENCE, BEARING NORTH 66D17'23" EAST, A DISTANCE OF 314.21 FEET TO A POINT; THENCE, BEARING NORTH 37D07'18" EAST, A DISTANCE OF 44.26 FEET TO A POINT; THENCE, BEARING NORTH 66D17'23" EAST, A DISTANCE OF 1016.35 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S.E. COMMERCE (AN 80' WIDE RIGHT OF WAY), AS RECORDED IN OFFICIAL RECORDS BOOK 631, PAGE 1627, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 7460.00 FEET, A CHORD DISTANCE OF 607.69 FEET BEARING SOUTH 50D33'38" EAST; THENCE SOUTHEASTERLY A DISTANCE OF 607.86 FEET ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04D40'07", TO A POINT; THENCE, BEARING SOUTH 48D13'34" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 336.07 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF THE AFORESAID S.E. MARKET PLACE; THENCE, BEARING SOUTH 66D19'21" WEST, A DISTANCE OF 1916.05 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

EXHIBIT "B" (1 of 2)



Kimley-Horn and Associates, Inc.
Engineering, Planning and Environmental Consultants
C.A. No. 696
Suite 400
801 21st Street
Vero Beach, FL 32960
Phone: 561-562-7881
Fax: 561-562-9689
www.Kimley-Horn.com

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THE DRAWINGS, TOGETHER WITH THE DESCRIPTIVE MATERIAL CONTAINED HEREIN, AS TO THE ARRANGEMENT OF SPACES, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHOM IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

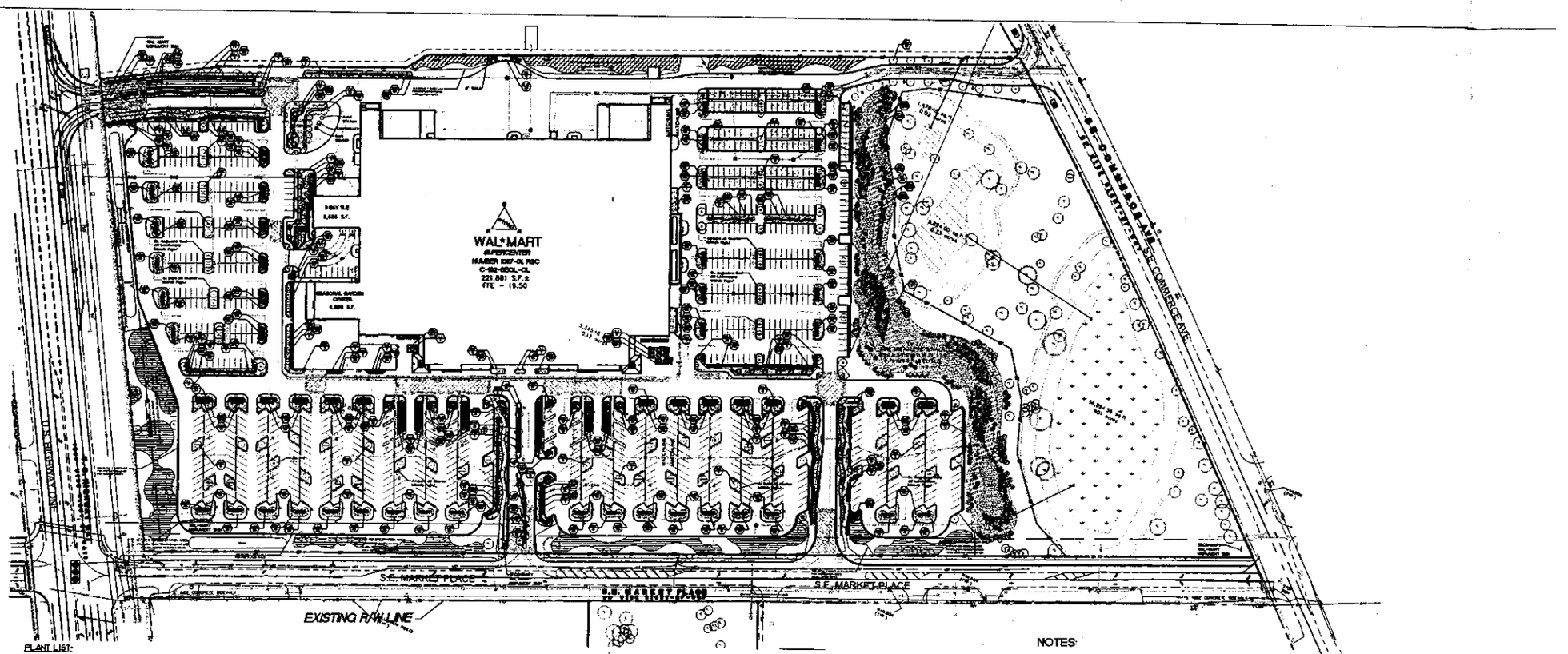
SEAL
RICHARD M. ROBERTSON, P.E.
FLORIDA P.E. No. 56074
DATE:

NO.	REVISION	BY	DATE

JOB NO. 047606.004
DESIGNED BY ESC
DRAWN BY ESC
CHECKED BY MR
APPROVED BY MMR
DATE 2/28/03

SITE PLAN
WAL-MART, STUART, FLORIDA
STORE NO. 1087-01, RSC (C-192-SEQL-OL)
CITY OF STUART, FLORIDA
DUBNER SITE

SCALE AS SHOWN
SHEET NO. -



PLANT LIST:

SYM.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/REMARKS
TREES				
AA	41	Archontophoenix alexandrae	Alexander Palm	16'-12' Ht. x 5' spr., 2.5" cal, B&B
AR	640	Acer rubrum	Red Maple	16'-12' Ht. x 5' spr., 2.5" cal, B&B
BS	86	Bursera simaruba	Gumbo Limbo	16'-12' Ht. x 5' spr., 2.5" cal, B&B
CN	11	Cocos nucifera	Coconut Palm	16'-24' Ht. O.A., Stagger Ht., 4' C. T.
LI	38	Lagerstroemia indica 'Muskogee'	Crape Myrtle	16'-12'Ht. x 8' spr., multi-trunk, tree-form, ('Lavender') consimilar, Florian Gardens or approved equal
IC	54	Ilex cassine	Dahoon Holly	16' - 12' Ht. x 8' spr.
MC	45	Myrica cerifera	Wax Myrtle	8'-16'Ht. x 6' spr., 3 trunk min.
PD	15	Phoenix dactylifera 'Medjool'	Date Palm	16' Clear trunk, matching specimens
PEr	41	Pinus elliottii - RELOCATED	Slash Pine	Relocate from interior of site 8" DBH minimum
PRE	2	Roystonea elata	Royal Palm	8' Clear, matching specimens
RR	38	Ravenea rivularis	Majesty Palm	14-22', stagger heights, heavy trunk
SP	44	Sabal Palmetto	Cabbage Palm	12'-30' Ht., stagger heights,
QV	269	Quercus virginiana	Live Oak	14'-16' x 7'-8' spr., 4" cal., single straight trunk, 5' C.T. containerized, Florian Gardens or approved equal
VH	32	Veitchia merrillii	Christmas Palm	16'-18' Ht., stagger heights,
WR	32	Washingtonia robusta	Washington Palm	12'-28' Ht., stagger heights,

SHRUBS AND GROUNDCOVERS

SYM.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/REMARKS
AGA	956	Agapanthus africanus	Lily of the Nile	#3, full, 24" O.C.
CRI	21	Crinum asiaticum	Crinum Lily	#1, 36" x 36", plant as shown
FOR	686	Forestiera segregata	Florida Privet	#3, 24" x 18", full, 24" O.C.
HEY	142	Hamelocallis	Daylily	#3, 12" x 12", full, 24" O.C.
ILE	958	Ilex vomitoria	Dwarf Yaupon Holly	#3, 18" x 18", 3' O.C.,
INO	138	Ixora 'Nora Grant'	Nora Grant Ixora	#3, full, 18" x 18", 24" O.C.
MYP	1,486	Myrcianthes fragrans	Simpson's Stopper	#3, full, 24" x 24", 24" O.C.
NEP	1,858	Nephrolepis exaltata	Boston Fern	#, 12" Ht., full, 24" O.C.,
RAP	1,672	Raphiolepis indica	Dwarf Indian Hawthorn 'Pink'	#3, 18" x 15", 24" O.C.,
TRD	318	Tripsacum dactyloides	Fakahatchee Grass	#, 18" x 12", 18" O.C.,
TRF	855	Tripsacum floridana	Florida Gamagrass	#3, 14" x 14", 24" O.C.
VIB	184	Viburnum obovatum	Walker's Viburnum	#3, 14" x 14", 24" O.C.

MISCELLANEOUS

SOD	TBD SF	Stenotaphrum secundatum 'Floratam'	St. Augustinegrass	Certified Sod, 100% insect/disease free, laid tight, rolled
Sprig	TBD Sod	Paspalum notatum sc. 'Argentine'	Bahiagrass Sod	Certified Sod, 100% insect/disease free. To be used in detention/retention areas only
Seed	TBD sc.	Paspalum notatum 'Argentine'	Bahiagrass	Certified Seed: To be spread in disaged preserve areas only
Mulch	TBD	Mulch	Mulch	3" layer, shredded, 'Flora-mulch' or equivalent for planting beds, tree rings
	TBD	Soil Mix	Prepared planting mix	per specifications
	TBD	Fill	backfill for berming	clean, well-draining sand / sandy loam

SHRUB PLANTING

SYM.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/REMARKS
JNC	6,868	Juncus effusus	Soft Rush	Liners, 18" O.C.
SPA	6,858	Spartina bakeri	Sand Cordgrass	Liners, 18" O.C.
TRD	1,848	Tripsacum dactyloides	Fakahatchee Grass	Liners, 18" O.C.
TRG	6,514	Tripsacum floridana	Florida Gamagrass	Liners, 18" O.C.

RELOCATES

Existing 6'-12' Ht. pine trees to be relocated from interior of site to buffer areas as indicated. Trees to be saved shall be field located by landscape architect, or biologist prior to initiation of any clearing activity. Relocated trees to be irrigated as necessary and protected with fencing from any intrusion of construction equipment.

NOTE

All landscape materials to be 'Florida 1' according to Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants.

NOTES:

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
3. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. UPON DELIVERY OF ALL PLANT MATERIALS, A LANDSCAPE INSPECTION SHALL BE PERFORMED BY THE CITY AND LANDSCAPE ARCHITECT TO ENSURE THAT ALL MATERIALS ARE FLORIDA 1.
5. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
6. ALL PLANT HOLES SHALL BE EXCAVATED 3 TIMES THE WIDTH OF THE ROOT BALL AND BACK FILLED WITH APPROPRIATE SOIL.
7. A LANDSCAPE INSPECTION SHALL BE PERFORMED BY THE CITY AND LANDSCAPE ARCHITECT UPON INITIAL PLANTING OF ALL TREES TO ENSURE THAT TREES ARE PROPERLY PLANTED.
8. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
9. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
10. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
11. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
12. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF THE PLANTING AREAS AND LAWN UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
13. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
14. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
15. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
16. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
17. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
18. ALL SHRUB, GROUND COVER AND SEASONAL COLOR ANNUAL PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH HARDWOOD MULCH TO A MINIMUM DEPTH OF THREE INCHES.
19. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
20. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
21. DURING THE GROWING SEASON ALL ANNUALS SHALL REMAIN IN A HEALTHY, VITAL CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
22. ALL PLANT MATERIALS QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
23. ALL DISTURBED AREAS ARE TO RECEIVE 4" OF TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. THIS IS EXCLUDING ALL LANDSCAPED ISLANDS AND ENTRANCE AREAS.
24. REFER TO WAL*MART SPECIFICATIONS FOR ALL INFORMATION NEEDED FOR IMPLEMENTATION OF PLANTING PLANS.

NORTH

0 80 160

SCALE AS SHOWN

Kimley-Horn and Associates, Inc.

WAL-MART, STUART, FLORIDA

STORE NO. 1087-01, RSC (C-192-SEGL-OL)
CITY OF STUART, FLORIDA
DUBNER SITE

EXHIBIT "B" (2 of 2)

DEVELOPMENT CONDITIONS

1) The project shall adhere to the Master Site Plan prepared by Kimley-Horn and Associates, Inc., dated 2/06/03. Job # 047053048.

2) The project shall adhere to the Final Landscape Plan prepared by Kimley-Horn and Associates, Inc. dated 12/06/02. Job # 047053048.

3) The project shall adhere to the Building Elevations prepared by Boice, Raidl and Rhea Architects, dated 11/27/02. Job # 90221.

4) The project shall adhere to the Unified Signage Plan prepared by Boice, Raidle and Rhea Architects, dated 11/27/02. Job # 90221.

5) The project shall adhere to the decorative lighting detail proposed by the applicant (See exhibit F of Ordinance # 1915-03).

6) All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corp of Engineers, Florida Department of Transportation shall be obtained by the applicant and copies provided to the City prior to the issuance of development permits.

7) S.E. Market Place Extension Landscape Requirements:

   a. Prior to the issuance of any development permits for any portion of the Walmart development, Walmart shall submit to the City a landscape plan depicting the berms, trees and hedges to be installed and planted in the S.E. Market Place right-of-way between Willoughby Boulevard and U.S. Highway One with the construction of the 2-lane roadway itself. The plan shall indicate the detail of the landscaping to be located in the median of the roadway and on each side as hereinafter specified. An irrigation plan shall be submitted for review and approved by the City and Martin County.

   b. The median landscaping shall run the entire length of the roadway from Willoughby Boulevard eastward to U.S. Highway One. The median landscaping shall include interspersed areas of 14 foot high Live Oak or Gumbo Limbo trees with a 7 foot spread 30 feet on center, 10 foot high Crape Myrtle or East Palatka Holly trees 40 feet on center, and clusters of Cabbage Palms 12 feet in height 10 feet on center, all measurements at planting. The County has indicated that this County-owned area will thereafter be maintained by the County.

   c. The landscaping to be located along the south side of the road shall be located in the adjacent 17.5 feet of County-owned land between the "Coral Gardens" residential community and the S.E. Market Place right-of-way a distance of approximately 2,800 feet eastward from Willoughby Boulevard (except at the intersection of Edison Street). At a minimum this landscaping shall include a 3 foot berm, a hedge along the top thereof of 80% opacity at planting, and 14 foot high Live Oak or Gumbo Limo trees with a 7 foot spread 100 feet on center, all measurements at planting. At a minimum the ground shall be sodded with Bahia grass. The County has indicated that this County-owned area will thereafter be maintained by the County.

   d. The landscaping to be located along the north side of the road shall be located in the northernmost 9 feet of the S.E. Market Street right-of-way adjacent to the "Willoughby Golf Club" residential community a distance of approximately 3,500 feet eastward from Willoughby Boulevard to the Willoughby maintenance building

OR BK 01787 PG 2336

access road. To the extent possible within this 9 foot wide area, the landscaping shall include a 3 foot berm, a hedge along the top thereof of 80% opacity at planting, and 14 foot high Live Oak or Gumbo Limbo trees with a 7 foot spread 100 feet on center, all measurements at planting. This berm and hedge is not required in the right-of-way adjacent to the 6 foot Willoughby berm already in place. Where not possible to achieve a 6 foot high opaque buffer, an alternative means of doing so such as a hedge, wall or fence may be presented by Walmart to the City for consideration.

e. Walmart shall guarantee the successful planting and growth of the landscaping materials for a period of one year after issuance of the last certificate of occupancy for the Walmart development. All material that is not successful shall be replaced with healthy materials of the same species and variety.

f. No certificates of occupancy shall be issued for any portion of the Walmart development until the landscaping berms, hedges and trees have been successfully installed and planted. Walmart shall provide a surety acceptable to the City Attorney to assure replacement of unsuccessful materials for one year after issuance of the last certificate of occupancy for the Walmart development.

8) The design of SE Market Place extension west of SE Federal Hwy. to Willoughby Blvd. shall be approved by Martin County and the City and constructed prior to the issuance of a Certificate of Occupancy. A Letter of Credit shall be posted at 110% of the cost of the construction improvements prior to the issuance of a development permit.

9) No Certificate of Occupancy for this development shall be issued until the intersection of SE Federal Highway and SE Market Place has been signalized and roadway geometry has been provided in accordance with information provided in the traffic study for both lane geometry and storage lengths. Design of this intersection shall be coordinated with the Florida Department of Transportation (FDOT) and Martin County. City staff shall have the opportunity to review and approve the design of the intersection.

10) Walmart shall actively market the existing building located in Wedgewood Commons for lease and/or for sale prior to vacating the existing store with no restrictive covenants against a future owner/tenant. Should the market not support another "big box user" Walmart shall make modifications to the interior building to accommodate smaller future tenant users. The windows and doors of the building shall not be boarded-up. The garden center shall be kept in a neat and orderly fashion and shall not be utilized for storage purposes. Site lighting in the parking lot and internal to the building shall be kept illuminated. All Walmart retail signs shall be removed from the building and wall areas. These sign areas shall be painted and/or repaired

11) Timetable for development shall be as follows:

A building and site permit shall be submitted no later December 31, 2003 and a Certificate of Occupancy and shall be issued for the entire project no later than 18 months after issuance of development permits.

12) Development shall comply with the City'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) Pays all applicable impact and permit fees.

OR BK 01787 PG 2337

In the event that a time extension is granted prior to the expiration of the development permit, then the accompanying concurrency reservation certificate shall be automatically renewed for up to one year after the date of the issuance of the initial development permit.

13) A subdivision plat shall be approved by the City Commission and shall be recorded in the public records at Martin County prior to the issuance of any development permits.

14) There shall be no future out parcels on the property.

15) Outdoor speaker systems are prohibited on the property

16) Outdoor storage and the display of materials are prohibited on the property.

17) Construction activity shall be limited to 7:00 am to 7:00 pm Monday thru Friday and 8:00 am to 7:00 pm Saturday thru Sunday. Construction access shall be limited to SE Market Place. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

18) Water trucks shall be provided by the applicant as necessary during construction of SE Market Place in order to reduce dust generated on-site.

19) Wal * Mart 18 wheel tractor trailer trucks shall not use SE Market Place as a route for delivery of store merchandise and shall not use SE Market Place upon exiting Wal * Mart.

20) Telecommunication Towers, including stealth are prohibited on the property.

21) One flag pole is permitted on-site and shall not exceed 25' (feet) in height. The flag shall not exceed 24 square feet in area.

22) Outdoor automotive repair is prohibited on the property.

23) Loading areas or docks, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.

24) No news rack publications and/or any type of publication shall be displayed beyond the interior of the building.

25) Street furniture provided on-site shall be of high quality and aesthetically pleasing appearance. Street furniture shall be approved by staff prior to the issuance of a building permit.

26) No building permits will be issued for the development until an agreement has been made between the developer and the City relating to security at the Walmart store and grounds.

27) Community Center and Police sub-station shall remain in perpetuity.

28) A tree protective barrier plan shall be reviewed, approved and inspected by the City's landscape architect prior to construction activity to ensure that all existing and transplanted vegetation is not disturbed.

29) SE Federal Highway and SE Market Place right-of-way shall be planted with Bahai grass and shall be maintained by the applicant.

OR BK 01787 PG 2338

30) All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties ands to the general public.

31) In order to monitor the proper installation of landscape materials, material quality and long term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum of four years after site development. In addition, 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 four years.

32) If at any time, transplanted trees die and/or are damaged the City may require a mitigation plan from the applicant. Replacement shall be at a 1 to 1½ ratio.

33) The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.

34) 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.

35) Interior landscape islands shall have a combination of trees, grass, groundcover, and mulch.

36) "Hat racking" of trees is prohibited on the property.

37) Bollards shall be painted with a muted color that compliments the building color.

38) All trash, debris, and exotics shall be removed from the preserve area. The preserve area shall be maintained in perpetuity.

39) Banners, Billboards, and any other sign or advertising device not in accordance with the Unified signage plan are prohibited on the property.

40) No temporary or modular buildings are permitted on the property.

41) Special events shall be limited to four per calendar year. A permit is required for each special event.

42) Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed 27' (feet) in height. The lighting in the parking lot shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2 foot candles as measured from the common property line.

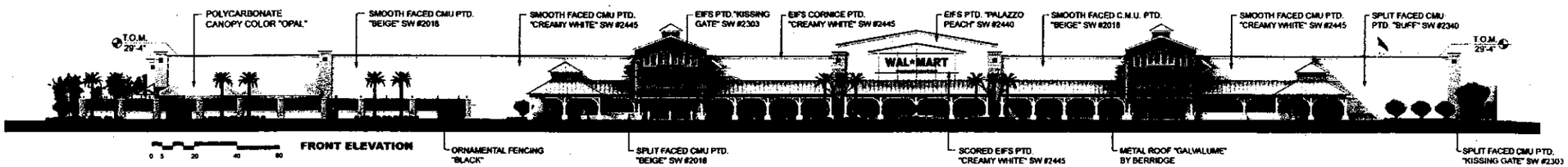
43) Any existing sidewalks damaged along SE Federal Highway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.

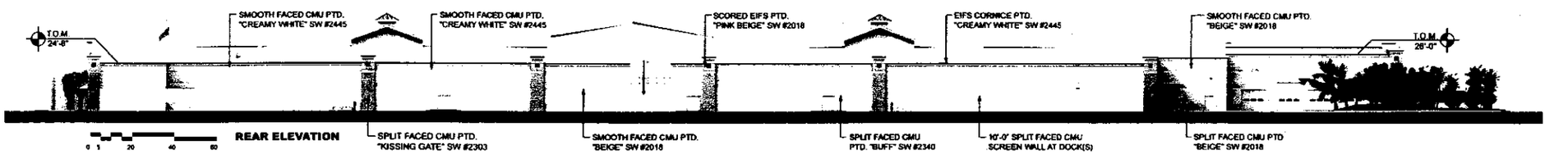
EXHIBIT "C" (4 of 4)

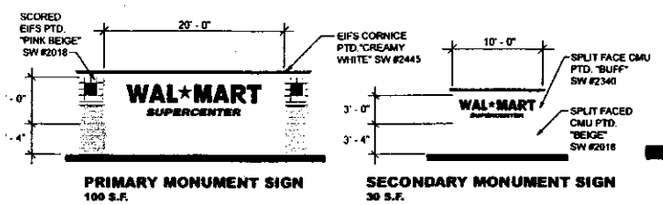
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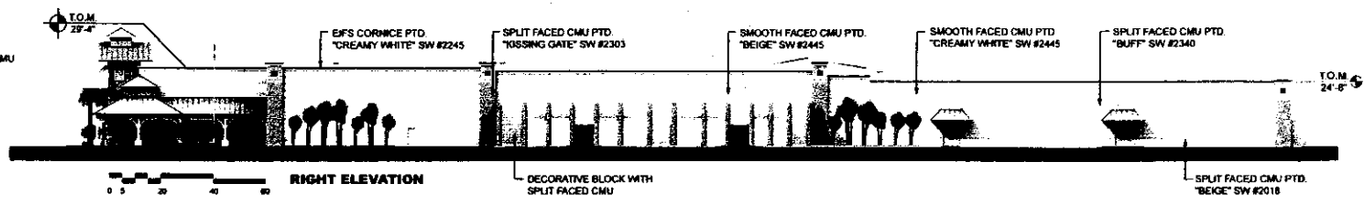
EXHIBIT "D"

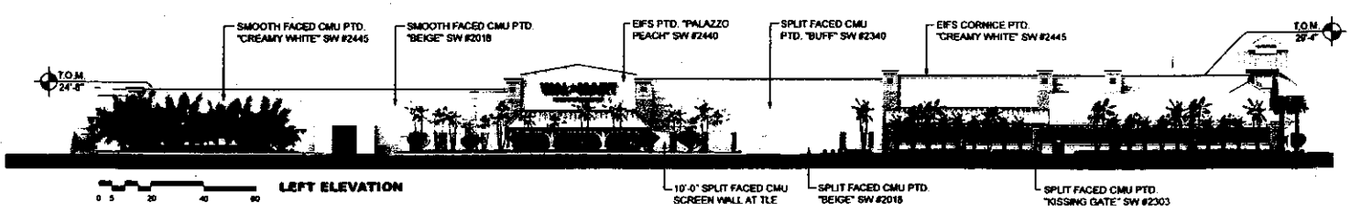












	FRONT SIGNAGE	HEIGHT	AREA
1.	"WAL-MART"	4' - 0"	123.40 S.F.
2.	"SUPERCENTER"	1' - 6"	22.50 S.F.
	TOTAL FRONT		145.90 S.F.
	LEFT SIGNAGE		
5.	"WAL-MART"	4' - 0"	123.40 S.F.
6.	"SUPERCENTER"	1' - 6"	22.50 S.F.
	TOTAL LEFT		145.90 S.F.
	TOTAL SIGNAGE		291.80 S.F.

Boice Raidl Rhea architects

Landscaping is shown for reference only. Refer to the Landscaping Plan for actual location, size, quantity, and species of planting.

WAL★MART SUPERCENTER

Stuart, FL
Store #1087 03/14/03

OR BK 01787 PG 2340

EXHIBIT "E"

Interlocal Agreement
between Martin County and City of Stuart
Regarding Market Place Corridor

OR BK 01787 PG 2341

INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY AND CITY OF STUART REGARDING MARKET PLACE CORRIDOR

THIS AGREEMENT is made and entered into this _____ day of _____, 2002, by and between MARTIN COUNTY, a political subdivision of the State of Florida (``COUNTY") and the CITY OF STUART, a municipal corporation of the State of Florida (``CITY").

WHEREAS, the City of Stuart and Martin County are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, COUNTY has enacted Article 6, Impact Fees, Land Development Regulations, Martin County Code, applicable to both incorporated and unincorporated areas of Martin County; and

WHEREAS, COUNTY and CITY have previously entered into an Interlocal Agreement for Collection of Impact Fees (``Impact Fee Agreement") which has been recorded beginning at Book 1484, Page 1366 of the Official Records of Martin County, Florida; and

WHEREAS, said Impact Fee Agreement provides that funds collected within the corporate limits of the City shall be used to fund projects within certain areas as specified within the Impact Fee Agreement and further provides for coordination between COUNTY and CITY

OR BK 01787 PG 2342

with regard to expenditures of such fees and prioritization of projects contained in the COUNTY'S Capital Improvement Plan; and

WHEREAS, COUNTY has acquired the necessary right of way for the Market Place Corridor from U.S. 1 to Willoughby Boulevard; and

WHEREAS, the Market Place Corridor is on the COUNTY'S 2025 Transportation Needs Plan and is included in COUNTY'S Capital Improvement Plan; and

WHEREAS, Wal-Mart Stores East, Inc. (``Wal-Mart") has applied to CITY to construct a retail facility (the ``Wal-Mart Store") at the northeast corner of the intersection of U.S.1 and Market Place; and

WHEREAS, upon the approval of the Wal-Mart Store, Wal-Mart shall at the time of construction of the Wal-Mart Store, construct certain improvements to Market Place from U.S.1 to Commerce Avenue which are deemed to be site-related improvements; and

WHEREAS, Wal-Mart is willing to design and construct, at the time of construction of the Wal-Mart Store, additional improvements to the Market Place Corridor, including construction of a two-lane divided section of Market Place from U.S.1 to Willoughby Boulevard, the required turn lanes and signalization of the U.S.1/Market Place intersection, and the required turn lane at the Willoughby Boulevard/Market Place intersection (the ``Market Place Additional Improvements") in exchange for certain road impact fee credits; and

WHEREAS, the value of the design and construction for the Market Place Additional Improvements proposed by Wal-Mart significantly exceeds the amount of road impact fees for which Wal-Mart would be obligated under Article 6, Impact Fees; and

OR BK 01787 PG 2343

WHEREAS, Advantage Ford of Stuart, Inc. (``Advantage") has submitted a request for development approval of the property located at the northwest corner of the intersection of U.S.1 and Market Place across from the Wal-Mart Store, which request is currently pending before CITY.

NOW, THEREFORE, in consideration of the covenants, conditions, and premises set forth herein, the Parties agree as follows:

1. This Interlocal Agreement is entered into pursuant to Section 163.01, Florida Statutes, The Florida Interlocal Cooperation Act.

2. The recitations set forth above are true and correct.

3. The CITY shall include the following conditions within the development order for the approval of the Wal-Mart Store:

   A. In consideration of COUNTY'S approval of the road impact fee reimbursement for same, Wal-Mart shall, upon receiving all necessary permits and approvals and at the time of construction of the Wal-Mart Store, design and construct to County standards a two-lane divided section of Market Place from U.S.1 to Willoughby Boulevard including required turn lanes and signalization at the U.S.1/Market Place intersection and the required turn lane at the Willoughby Boulevard/Market Place intersection all as more particularly described on Exhibit ``A" attached hereto and made a part hereof (collectively, the ``Market Place Additional Improvements"). Wal-Mart shall obtain any and all required permits and approvals necessary for the construction of the Market Place Additional Improvements.

OR BK 01787 PG 2344

B. COUNTY agrees that when Wal-Mart completes the Market Place Additional Improvements, Wal-Mart will receive full reimbursement for road impact fees paid by Wal-Mart for the Wal-Mart Store up to a maximum of six hundred thousand dollars ($600,000.00). COUNTY shall pay said reimbursement to Wal-Mart in five equal annual installments of one hundred twenty thousand dollars ($120,000.00) each without interest, with the first payment to be made no later than sixty (60) days after written certification by the Wal-Mart project engineer (``Project Engineer") is presented to the COUNTY'S engineer, provided that the COUNTY'S Engineer concurs that the Market Place Additional Improvements are complete. A determination by COUNTY'S Engineer shall be required within ten (10) working days after receipt of the written certification by the Wal-Mart project engineer. The remaining four payments shall be made each subsequent year on the anniversary date of the first payment until the COUNTY pays the total amount of the six hundred thousand dollar ($600,000.00) road impact fee credit reimbursement.

C. Wal-Mart is only obligated to construct the Market Place Additional Improvements if it constructs the Wal-Mart Store. Wal-Mart is only entitled to the road impact fee credit reimbursement if it receives CITY'S approval for the Wal-Mart Store, pays the road impact fees as required by Article 6, Impact Fees, Land Development Regulations, Martin County Code and completes the Market Place Additional Improvements.

OR BK 01787 PG 2345

D. If Wal-Mart has not completed the Market Place Additional Improvements prior to Wal-Mart's request to the CITY for a certificate of occupancy for the Wal-Mart Store, then prior to the issuance of the certificate of occupancy by the CITY, Wal-Mart shall guarantee the completion of the Market Place Additional Improvements through the provision of security to the COUNTY in an amount equal to the cost to complete the Market Place Additional Improvements less six hundred thousand dollars ($600,000.00). The cost to complete the Market Place Additional Improvements shall be determined based on certified cost estimates submitted by the Wal-Mart project engineer and approved by the COUNTY'S engineer. Such security shall be in a form deemed acceptable by the COUNTY.

E. In accordance with COUNTY standards and as approved by the COUNTY'S Engineer, Wal-Mart shall, upon receiving all necessary permits and approvals and at the time of construction of the Wal-Mart Store, construct a three-lane section of Market Place from U.S.1 to Commerce Avenue including a left turn lane from Market Place on to Commerce Avenue. Should any additional right of way be required for the construction of the three-lane section of Market Place from U.S.1 to Commerce Avenue, Wal-Mart shall provide the additional right of way at no cost to the COUNTY. The improvements to Market Place from U.S.1 to Commerce Avenue are site-related and shall not be eligible for road impact fee credits.

4. The CITY shall include the following condition within the development order for the approval of Advantage Ford of Stuart, Inc., the successors and assigns of

OR BK 01787 PG 2346

Advantage Ford of Stuart, Inc., or any other developer of the property at the northwest corner of the intersection of U.S. 1 and Market Place (collectively, "Advantage"):

A. In the event that Advantage requests access to Market Place prior to the expiration of the reimbursement schedule set forth in Paragraph 3.B. above, then as a condition of granting such access, Advantage shall pay to COUNTY fifty thousand dollars ($50,000.00) as its fair share contribution toward the Market Place Additional Improvements. COUNTY shall pay to Wal-Mart the money received from Advantage within sixty (60) days of COUNTY'S receipt of same, or within thirty (30) days of Wal-Mart's commencement of construction of the Market Place Improvements, whichever comes later. This payment is in addition to the COUNTY's impact fee reimbursement payments to Wal-Mart.

B. If Wal-Mart does not construct the Wal-Mart Store and the Market Place Additional Improvements, then COUNTY shall return to Advantage any funds which may have been paid by Advantage to COUNTY for the fair share contribution to the Market Place Additional Improvements and Advantage shall be permitted to proceed with the development of its property, as approved by CITY, notwithstanding the fact that the Market Place Additional Improvements have not been constructed, and that Advantage will not have access to Market Place as set forth in its development approval from CITY.

OR BK 01787 PG 2347

5. Any notices which are required or may be permitted to be given pursuant to this Agreement shall be made by hand delivery, courier, facsimile transmission, or U.S. mail as follows:

If to COUNTY:	County Administrator, Martin County 2401 SE Monterey Road Stuart, Florida 34996
With a copy to:	County Attorney, Martin County 2401 SE Monterey Road Stuart, Florida 34996
If to CITY:	City Manager, City of Stuart 121 SW Flagler Avenue Stuart, Florida 34994
With a copy to:	City Attorney, City of Stuart 121 SW Flagler Avenue Stuart, Florida 34994
If to Wal-Mart:	Wal-Mart Stores East, Inc. Florida Realty Manager 2001 SE Tenth Street Bentonville, Arkansas 72716
With a copy to	Wal-Mart Legal Team 2001 SE Tenth Street Bentonville, Arkansas 72716
And to:	Susan Motley, Esquire Ruden, McClosky, Smith, Schuster & Russell, P.A. 200 East Broward Boulevard, Suite 1500 Ft. Lauderdale, Florida 33301
If to Advantage:	Advantage Ford of Stuart, Inc. 4501 S.E. Federal Highway Stuart, Florida 34997 Attention: Mr. Irving Matthews

OR BK 01787 PG 2348

With a copy to: Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996

6. This Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Martin County, Florida.

7. This Agreement may be amended only by written agreement of the parties.

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

9. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

10. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or

OR BK 01787 PG 2349

unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the City of Stuart has approved this Interlocal Agreement at its meeting held on the _____ day of _____, 2002, and Martin County has approved this Interlocal Agreement at its meeting held on the _____ day of _____, 2002.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials as of the date set forth above.

``CITY''

ATTEST:

CITY OF STUART, a municipal corporation of the State of Florida

_____ **By:** _____

Dianne M. O'Donnell, City Clerk **, Mayor**

APPROVED AS TO FORM AND CORRECTNESS

_____

Carl V. M. Coffin, City Attorney

OR BK 01787 PG 2350

"COUNTY"

ATTEST:

Marsha Ewing, Clerk

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

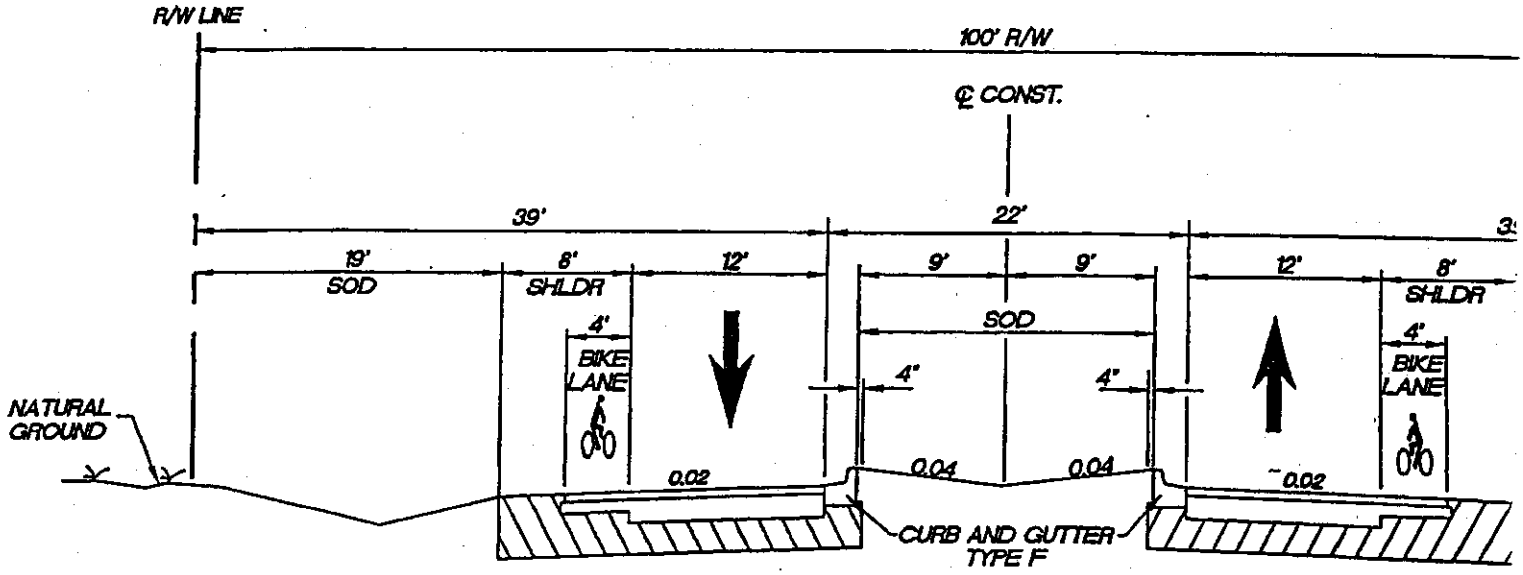
BY: _____
Michael DiTerlizzi, Vice Chairman

APPROVED AS TO FORM
AND CORRECTNESS

_____
Krista A. Storey, Senior Assistant County Attorney

OR BK 01787 PG 2351

EXHIBIT A – SHEET 1 OF 2



PROPOSED TYPICAL SECTION

SE MARKET PLACE

SE WILLOUGHBY BLVD. EAST TO US 1

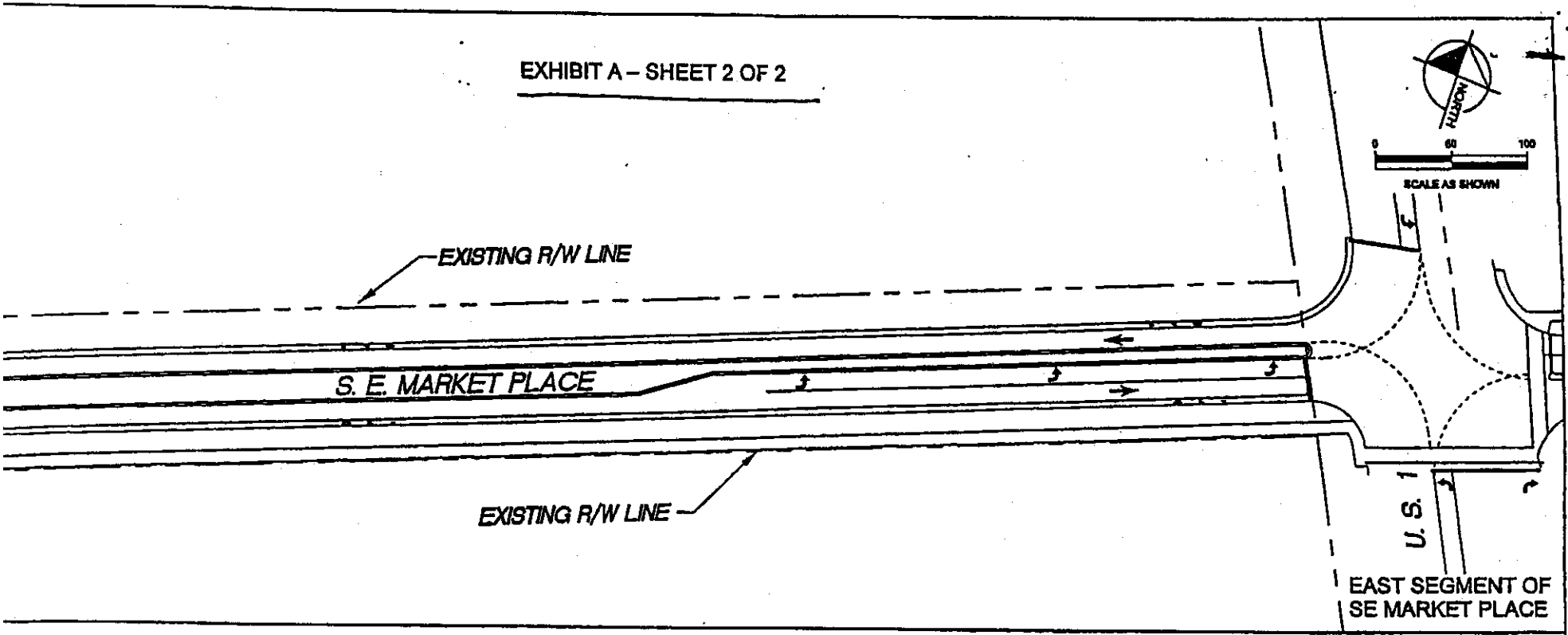
The following items are specifically not included

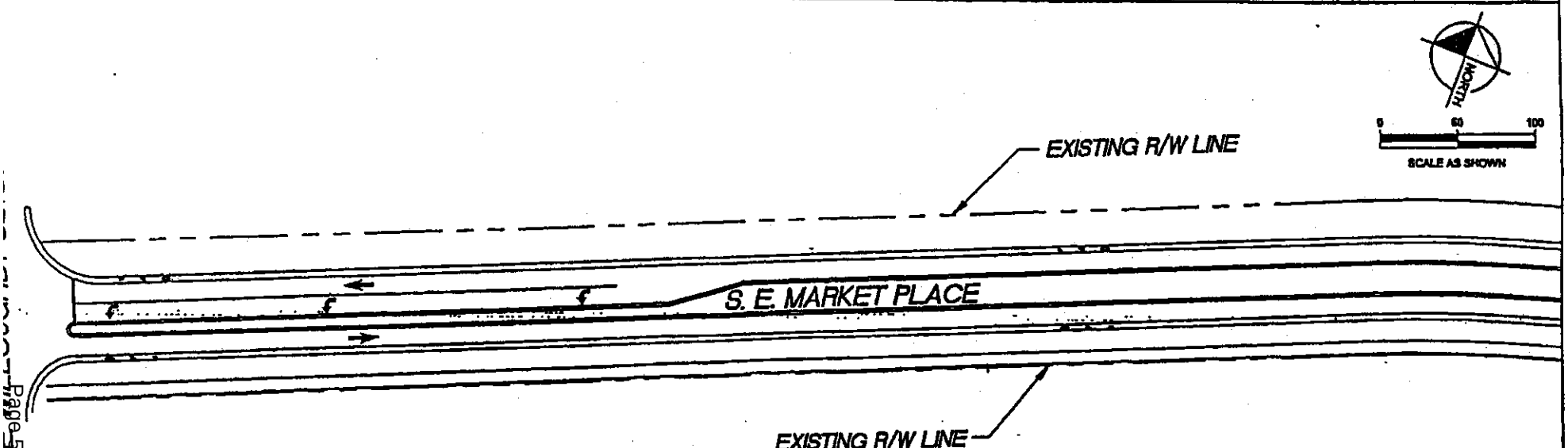
- Roadway or pedestrian lighting
- Construction of any utilities including but not limited tc telephone, cable television, water, sanitary force mair distribution.
- Drainage improvements not related to proposed road
- Lateral roadway connections to any adjacent drives o
- Pedestrian amenities other than the proposed sidewa
- Any landscaping except bahia sod or seed in disturbe

Kimley-Horn and Associates, Inc.

OR BK 01787 PG 2352

EXHIBIT A – SHEET 2 OF 2





WEST SEGMENT OF

Kimley-Horn

OR BK 01787 PG 2353

PAGE 3/3 * RCVD AT 11/8/2002 4:26:21 PM [Eastern Standard Time] * SVR:FLP-AM/3 * DNIS:8012 * CSID:1 561 288 0138 * DURATION (mm-ss):

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 131 -04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SECURITY PLAN AGREEMENT BETWEEN WAL-MART STORES EAST, LP AND THE CITY OF STUART TO PROVIDE FOR SECURITY MEASURES REQUIRED AS A CONDITION OF THE SITE PLAN APPROVAL; PROVIDING AND EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute a Security Plan Agreement between Wal-Mart Stores East, LP and the City of Stuart to provide for security measures required as a condition of the site plan approval. A copy of the Security Plan Agreement is attached hereto as "Attachment A."

SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 12th day of July, 2004.

ATTEST:

CHERYL WYITE
CITY CLERK

JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY

INSTR # 1774190
OR BK 01931 PG 1540
RECORDED 08/17/2004 09:47:09 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

SECURITY PLAN AGREEMENT FOR WAL-MART STORES EAST, LP

This Agreement, made and entered into this _____ day of _____, 2004, by and between Wal-Mart Stores East, LP, a Delaware limited partnership, authorized to do business in Florida (herein referred to as "Wal-Mart") and the CITY OF STUART, a municipal corporation of the State of Florida (herein referred to as "City").

RECITALS:

WHEREAS, this Agreement involves a proposed Wal-Mart Supercenter ("Supercenter") located in the City on real property more particularly described in "Exhibit A", a copy of which is attached hereto and made part hereof (herein referred to as the "Property"); and

WHEREAS, a condition of site plan approval for this Supercenter required the City and Wal-Mart to enter into this Security Plan Agreement; and

WHEREAS, it is the desire of Wal-Mart and the City to address security measures to serve as deterrents against criminal activity on the Property as hereinafter more particularly described; and

WHEREAS, Wal-Mart and the City believe that the provision of such security measures will promote the public interest, health, safety and welfare of the City; and

WHEREAS, the parties desire to set forth the terms and considerations upon which the security measures will be implemented.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars ($10.00), and certain other good, valuable, and diverse considerations, the sufficiency and receipt of which is hereby acknowledged and the parties desiring to be legally bound, do agree as follows:

1. Incorporation of Recitals. Each and all of the foregoing recitals are hereby incorporated herein, and each and all of the recitals are hereby deemed to be true and correct.

2. Site Plan Consideration. The development of the Supercenter shall include the following security measures which may serve as deterrents against criminal activity on the Property:

A. Wal-Mart will have an exterior closed circuit camera system which will provide reasonably clear images which may serve to assist law enforcement in identifying suspected wrongdoers. The cameras will record activity outside the building within the Property twenty-four hours per day, seven days per week.

Attachment A

OR BK 01931 PG 1541

The number of exterior cameras will be determined, within thirty (30) days after this Agreement is fully executed by the parties hereto, by the Stuart Police Chief, in his reasonable discretion, after (i) a Crime Prevention through Environmental Design ("CPTED") analysis by the Police Department, (ii) consultation with Wal-Mart, and (iii) a site visit to an existing Supercenter which has an operational closed circuit camera system; and

B. Wal-Mart will have an interior closed circuit camera system which will provide reasonably clear images which may serve to assist law enforcement in identifying suspected wrong-doers and will record activity inside the store twenty-four hours per day, seven days per week. The number of interior cameras will be determined, within thirty (30) days after this Agreement is fully executed by the parties hereto, by the Stuart Police Chief, in his reasonable discretion, after (i) a Crime Prevention through Environmental Design ("CPTED") analysis by the Police Department, (ii) consultation with Wal-Mart, and (iii) a site visit to an existing Supercenter which has an operational closed circuit camera system; and

C. Signs will be placed on various light poles throughout the parking lot to advise the public that security cameras are in use; and

D. Wal-Mart will be equipped with an Electronic Article Surveillance ("EAS") System to assist in detecting shoplifting activity within the store; and

E. A Loss Prevention Wal-Mart Associate, in plain clothes attire, will be present on-site at various times to assist in detecting and apprehending shoplifters; and

F. In the event that a shoplifter is apprehended, Wal-Mart will make every reasonable effort to complete all necessary reports prior to the police officer's arrival in order to expedite the time that an officer must spend in arresting a shoplifter. As deemed appropriate by the City Police Chief, Wal-Mart will work with the City Police Chief to implement various procedures for shoplifting which will help expedite the transport and booking of a suspect; and

G. In the event that additional security is needed at any time to provide assistance in deterring criminal activity, Wal-Mart may elect to: 1) hire off-duty police officers; and/or 2) hire a third party security guard service; and/or 3) utilize uniformed Wal-Mart security personnel. The Wal-Mart Store Manager may request at various times that off-duty police officers work as additional security for grand opening events, various holidays or special events. Wal-Mart will provide the Police Chief with 30-days notice, when possible, to allow the Police Chief ample time to address staffing and scheduling needs. Wal-Mart will pay

OR BK 01931 PG 1542

off-duty police officers at a rate agreed to by the Police Chief and the Store Manager; and

H. Wal-Mart will continually evaluate the security measures implemented as described above and will take reasonable, additional actions to secure the Property as reasonably deemed necessary.

3. The parties agree that this Agreement is intended to assist the City Police Department in its work but is not intended to guarantee the success of the Police Department in identifying suspected wrongdoers and is not intended to create any third party liability for Wal-Mart with regard to the services provided by the City's Police Department. The parties additionally agree that the cameras required herein are subject to reasonable wear and tear and malfunction typical of such electronic equipment. Wal-Mart will make all reasonable efforts to keep such cameras in good working condition.

4. Notice. Any notice that may be provided by one party to the other pursuant to, or as a result of, this Agreement shall be provided by regular, first class, United States mail, postage prepaid, overnight delivery, or by hand delivery as follows:

TO THE CITY:

City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

With a copy to:
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

TO WAL-MART:

Southeast Florida Real Estate Manager
WSE Management, LLC
2001 Southeast 10 Street
Bentonville, AR 72716-0550

With a copy to:
Wal-Mart Legal Department
Adele Lucas, Esq., #8313
2001 Southeast 10 Street
Bentonville, AR 72716-0550

With a copy to:
Susan Motley, Esq.
Ruden, McClosky, et al.
200 East Broward Blvd.
Fort Lauderdale, FL 33301-1963

5. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and may only be altered or canceled by written instrument executed by the City and Wal-Mart. In the event of any sale or other disposition of the Property, then this Agreement shall terminate.

6. Severability. If any provision of this Agreement or the application of any provision to any persons or circumstances shall be held invalid, illegal, or unenforceable in any respect or for any reason, the invalidity, illegality, or unenforceability shall not affect any other provision, and the remainder of this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it provided that the parties promptly and diligently negotiate replacement terms as permitted by law.

7. Modification. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless the parties mutually agree in writing.

8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Amendment.

9. Governing law. This Agreement and the performance hereunder, and all suits and actions hereunder, shall be construed in accordance with the laws of the State of Florida. In any action that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

10. Force Majeure. Non-performance of any duty or undertaking under this Agreement shall be excused if caused or resulting from any Act of God, force of nature, war, insurrection, civil disturbance, terrorism, governmental orders, or any other event or instrumentality beyond the control of the party whose non-performance has occurred.

11. Entire Agreement. This written Agreement contains the sole and entire agreement between the parties, and all prior agreements, understandings and statements, oral or written, are merged into this Agreement.

12. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

WAL-MART:

WAL-MART STORES EAST, LP, a
Delaware limited partnership

Signed, sealed and delivered
in the presence of:

By: WSE MANAGEMENT, LLC, a Delaware limited liability company, its General Partner

By:_____
Name: Robert M. Bedard
Title: Assistant Vice President, Real Estate

_____
Witness Signature
Printed Name:_____

_____
Witness Signature
Printed Name:_____

CITY:

CITY OF STUART, FLORIDA

Signed, sealed and delivered
in the presence of:

By:_____
Jeffrey A. Krauskopf, Mayor

_____
Witness Signature
Printed Name:_____

_____
Witness Signature
Printed Name:_____

ATTEST:

_____
Cheryl White, City Clerk

OR BK 01931 PG 1545

Clerk

Approved as to form and correctness:

_____

Carl V. M. Coffin, City Attorney

OR BK 01931 PG 1546

INSTR # 1774181 OR BK 01931 PG 1547 RECD 08/17/2004 09:47:09 AM
MARSHA EWING MARTIN COUNTY DEPUTY CLERK C Burkey

SECURITY PLAN AGREEMENT FOR WAL-MART STORES EAST, LP

This Agreement, made and entered into this 12 day of July, 2004, by and between Wal-Mart Stores East, LP, a Delaware limited partnership, authorized to do business in Florida (herein referred to as "Wal-Mart") and the CITY OF STUART, a municipal corporation of the State of Florida (herein referred to as "City").

RECITALS:

WHEREAS, this Agreement involves a proposed Wal-Mart Supercenter ("Supercenter") located in the City on real property more particularly described in "Exhibit A", a copy of which is attached hereto and made part hereof (herein referred to as the "Property"); and

WHEREAS, a condition of site plan approval for this Supercenter required the City and Wal-Mart to enter into this Security Plan Agreement; and

WHEREAS, it is the desire of Wal-Mart and the City to address security measures to serve as deterrents against criminal activity on the Property as hereinafter more particularly described; and

WHEREAS, Wal-Mart and the City believe that the provision of such security measures will promote the public interest, health, safety and welfare of the City; and

WHEREAS, the parties desire to set forth the terms and considerations upon which the security measures will be implemented.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars ($10.00), and certain other good, valuable, and diverse considerations, the sufficiency and receipt of which is hereby acknowledged and the parties desiring to be legally bound, do agree as follows:

1. Incorporation of Recitals. Each and all of the foregoing recitals are hereby incorporated herein, and each and all of the recitals are hereby deemed to be true and correct.

2. Site Plan Consideration. The development of the Supercenter shall include the following security measures which may serve as deterrents against criminal activity on the Property:

A. Wal-Mart will have an exterior closed circuit camera system which will provide reasonably clear images which may serve to assist law enforcement in identifying suspected wrongdoers. The cameras will record activity outside the building within the Property twenty-four hours per day, seven days per week.

The number of exterior cameras will be determined, within thirty (30) days after this Agreement is fully executed by the parties hereto, by the Stuart Police Chief, in his reasonable discretion, after (i) a Crime Prevention through Environmental Design ("CPTED") analysis by the Police Department, (ii) consultation with Wal-Mart, and (iii) a site visit to an existing Supercenter which has an operational closed circuit camera system; and

B. Wal-Mart will have an interior closed circuit camera system which will provide reasonably clear images which may serve to assist law enforcement in identifying suspected wrong-doers and will record activity inside the store twenty-four hours per day, seven days per week. The number of interior cameras will be determined, within thirty (30) days after this Agreement is fully executed by the parties hereto, by the Stuart Police Chief, in his reasonable discretion, after (i) a Crime Prevention through Environmental Design ("CPTED") analysis by the Police Department, (ii) consultation with Wal-Mart, and (iii) a site visit to an existing Supercenter which has an operational closed circuit camera system; and

C. Signs will be placed on various light poles throughout the parking lot to advise the public that security cameras are in use; and

D. Wal-Mart will be equipped with an Electronic Article Surveillance ("EAS") System to assist in detecting shoplifting activity within the store; and

E. A Loss Prevention Wal-Mart Associate, in plain clothes attire, will be present on-site at various times to assist in detecting and apprehending shoplifters; and

F. In the event that a shoplifter is apprehended, Wal-Mart will make every reasonable effort to complete all necessary reports prior to the police officer's arrival in order to expedite the time that an officer must spend in arresting a shoplifter. As deemed appropriate by the City Police Chief, Wal-Mart will work with the City Police Chief to implement various procedures for shoplifting which will help expedite the transport and booking of a suspect; and

G. In the event that additional security is needed at any time to provide assistance in deterring criminal activity, Wal-Mart may elect to: 1) hire off-duty police officers; and/or 2) hire a third party security guard service; and/or 3) utilize uniformed Wal-Mart security personnel. The Wal-Mart Store Manager may request at various times that off-duty police officers work as additional security for grand opening events, various holidays or special events. Wal-Mart will provide the Police Chief with 30-days notice, when possible, to allow the Police Chief ample time to address staffing and scheduling needs. Wal-Mart will pay

off-duty police officers at a rate agreed to by the Police Chief and the Store Manager; and

H. Wal-Mart will continually evaluate the security measures implemented as described above and will take reasonable, additional actions to secure the Property as reasonably deemed necessary.

3. The parties agree that this Agreement is intended to assist the City Police Department in its work but is not intended to guarantee the success of the Police Department in identifying suspected wrongdoers and is not intended to create any third party liability for Wal-Mart with regard to the services provided by the City's Police Department. The parties additionally agree that the cameras required herein are subject to reasonable wear and tear and malfunction typical of such electronic equipment. Wal-Mart will make all reasonable efforts to keep such cameras in good working condition.

4. Notice. Any notice that may be provided by one party to the other pursuant to, or as a result of, this Agreement shall be provided by regular, first class, United States mail, postage prepaid, overnight delivery, or by hand delivery as follows:

TO THE CITY:

City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

With a copy to:
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

TO WAL-MART:

Southeast Florida Real Estate Manager
WSE Management, LLC
2001 Southeast 10 Street
Bentonville, AR 72716-0550

With a copy to:
Wal-Mart Legal Department
Adele Lucas, Esq., #8313
2001 Southeast 10 Street
Bentonville, AR 72716-0550

With a copy to:
Susan Motley, Esq.
Ruden, McClosky, et al.
200 East Broward Blvd.
Fort Lauderdale, FL 33301-1963

5. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and may only be altered or canceled by written instrument executed by the City and Wal-Mart. In the event of any sale or other disposition of the Property, then this Agreement shall terminate.

6. Severability. If any provision of this Agreement or the application of any provision to any persons or circumstances shall be held invalid, illegal, or unenforceable in any respect or for any reason, the invalidity, illegality, or unenforceability shall not affect any other provision, and the remainder of this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it provided that the parties promptly and diligently negotiate replacement terms as permitted by law.

7. Modification. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless the parties mutually agree in writing.

8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Amendment.

9. Governing law. This Agreement and the performance hereunder, and all suits and actions hereunder, shall be construed in accordance with the laws of the State of Florida. In any action that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

10. Force Majeure. Non-performance of any duty or undertaking under this Agreement shall be excused if caused or resulting from any Act of God, force of nature, war, insurrection, civil disturbance, terrorism, governmental orders, or any other event or instrumentality beyond the control of the party whose non-performance has occurred.

11. Entire Agreement. This written Agreement contains the sole and entire agreement between the parties, and all prior agreements, understandings and statements, oral or written, are merged into this Agreement.

12. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

WAL-MART:

WAL-MART STORES EAST, LP, a
Delaware limited partnership

Signed, sealed and delivered
in the presence of:

By: WSE MANAGEMENT, LLC, a Delaware
limited liability company, its General Partner

By: _____
Name: Robert M. Bedard
Title: Assistant Vice President, Real Estate

_____
Witness Signature
Printed Name: _____

_____
Witness Signature
Printed Name: _____

CITY:

CITY OF STUART, FLORIDA

Signed, sealed and delivered
in the presence of:

By: _____
Jeffrey A. Krauskopf, Mayor

_____
Witness Signature
Printed Name: _____

_____
Witness Signature
Printed Name: _____

ATTEST:

_____
Cheryl White, City Clerk

Approved as to legal terms only
by _____
Wal-Mart Legal Team
Date: _____

Security Plan Agreement
Stuart, FL
#1087

FTL:1076033:5

OR BK 01931 PG 1551

Clerk

Approved as to form and correctness:

Carl V. M. Coffin, City Attorney

OR BK 01931 PG 1552

City of Stuart

Sailfish Capital of the World

July 22, 2004

Susan Motley, Esquire
Ruden, McClosky, et al
200 East Broward Blvd.
Fort Lauderdale, Florida 33301-1963

Re: Security Agreement

Dear Attorney Motley:

Please find two originals of the Security Plan Agreement adopted at the regular City Commission meeting of July 12, 2004 and executed by Jeffrey A. Krauskopf, Mayor. Upon receipt, please have both executed and returned to me.

The City Clerk will finalize and record same and return an original to your office. If you have any question, please call me.

Sincerely,

Mary

Mary Ghiaruly, CLA, CFLA
to Carl V.M. Coffin

Enclosure

Ruden McClosky

200 EAST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301

POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

(954) 527-2412
FAX: (954) 333-4012
susan.motley@RUDEN.COM

August 9, 2004

Carl V. M. Coffin, Esq.
City of Stuart
121 S. W. Flagler Avenue
Stuart, FL 34994-2172

Re: Security Plan Agreement for Wal-Mart Stores East, L.P.

Dear Carl:

Enclosed are two (2) originals of the Security Plan Agreement adopted at your regular City Commission meeting of July 12, 2004. After execution and recordation by the City of Stuart, please return one original me. If you have any questions, please call me.

Sincerely,

Susan P. Motley

SPM/ls
Enclosures

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

August 13, 2004

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

SUBJECT: Resolution 131-04 Wal - Mart Security Agreement

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

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

COPY

Thank you,

Cherie White, CMC

Cherie White, CMC
City Clerk

Enc.

X:\msoffice\winword\recmc doc.doc

City of Stuart

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

Cheryl White,CMC
City Clerk

PHONE (772) 288-5306
FAX (772) 288-5305

September 21, 2004

Susan Motley, Esquire
Ruden McClosky, et al
200 East Broward Blvd.
Ft Lauderdale, Fl 33301-1963

REFERENCE: Security Agreement Wal-Mart Supercenter Stuart, Fl.

Enclosed please find your certified copy of the above named agreement.

Should you have or need further information, please do not hesitate to call me at 772-288-5306.

COPY
COPY

Respectfully,

Cheryl White, CMC
City Clerk

Enc

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 193-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT ENTITLED "WAL-MART AT PORT SEWALL" PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC.; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: That certain plat entitled "WAL-MART AT PORT SEWALL" prepared by KIMLEY-HORN AND ASSOCIATES, INC., a copy of which was filed with the City Development Department on August 23, 2004, is hereby approved by the City Commission as being in compliance with the requirements for platting in Chapter 177, Florida Statutes and with local laws relative thereto.

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 25TH day of October, 2004.

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY

Sent to recording
12-17-04

NOTICE OF SUBDIVISION PLAT FILING

DATE 12/17/04 COUNTY OF MARTIN

PLAT BOOK # _____ PAGE _____

SECTION _____ TOWNSHIP _____ RANGE _____

NAME OF SUBDIVISION Hanson Grant

NUMBER OF LOTS 1

NAME OF OWNER OR CORPORATE NAME: Wal More Stores East LP

ADDRESS OF OWNER 2001 SE 10th Street Bentonville, Ar. 72716

PHONE NUMBER IF AVAILABLE 479-273-4000

ARE ADDITIONAL PLAT FILINGS ANTICIPATED? NO

TYPE OF OFFERING:

HOMESITE	_____
MOBILE HOMESITE	_____
IMPROVED ACREAGE	_____
HOME & LOT PACKAGE	_____
MOBILE HOME & LOT PACKAGE	_____
TOWNHOUSE	_____
CONDOMINIUM	_____
COMMERCIAL	X
RPUD	_____
PUD	_____
UNIMPROVED ACREAGE	_____
PARCEL CONTROL NUMBER	_____

CLERK OF THE CIRCUIT COURT

_____

SIGNATURE

THIS IS A SELF MAILER - FOLD, STAPLE & ATTACH POSTAGE

KIMLEY-HORN AND ASSOCIATES, INC.
ENGINEERS AND PLANNERS
P. O. BOX 33068
RALEIGH, NC 27636-3068

14925

56-158/531
BRANCH 38999

DATE NOVEMBER 5, 2004

PAY
TO THE
ORDER OF MARTIN COUNTY $ 45.00

WARRANTY 45 DOLS 00 CTS DOLLARS

Security features included. Details on back.

FIRST UNION® *First Union National Bank*
firstunion.com
Org. 001 R/T 053101561

KIMLEY-HORN AND ASSOCIATES, INC.

BY

⑈00014925⑈ ⑆053101561⑆ 2079985320339⑈

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW. IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.
KIMLEY-HORN AND ASSOCIATES, INC. RALEIGH, NC 27636-3068

VO# 14925
VN# 320039

COPY

CHERYL SELIG/VERO BEACH
FED-EX

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

January 5, 2005

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

SUBJECT: Payment for recording

Enclosed is payment for recording of the Wal- Mart Plat sent for recording on December 17,2004. Please send a receipt of payment back to my attention when posted. Thank you.

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

Thank you,

Cherie White, CMC

COPY

Cherie White, CMC
City Clerk

Enc.

Kimley-Horn
and Associates, Inc.

601 21st Street, Suite 400
Vero Beach, FL
32960

TEL 772/562-7981
FAX 772/562-9689

Wal-Mart

Transmittal

Date: December 6, 2004 Job. No: 047053048 (3117)(2717) **SURVEY**

To:		
	Cheryl White-	Wal★Mart – Stuart, Florida
	City of Stuart City Clerk	Store # 1087-00, RSC
	121 S.W. Flagler Ave.	Dubner Site
	Stuart, Florida 34994	**Via Courier**
	(772) 288-5306	

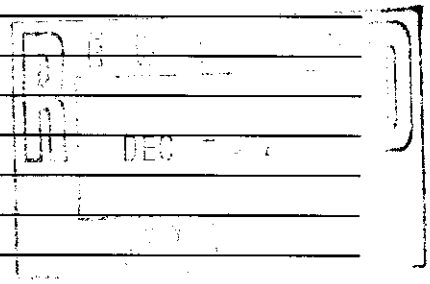
We are sending you

☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop Drawings ☐ Prints/Plans ☐ Samples ☐ Specifications ☐ Change

☐ Other: _____

Copies	*Date*	*No.*	*Description*
1		1	Check #14925 for $45.00 Payable to Martin County
1		2	Executed Plat



These are transmitted as checked below:

☒ For your use ☐ Approved as submitted ☐ Resubmit ☐ copies for approval

☒ As requested ☐ Approved as noted ☐ Submit ☐ copies for distribution

☐ For review and comment ☐ Returned for corrections ☐ Return ☐ corrected prints

Remarks

Attached is a check for the recording fees for the plat, as well as the plat, which is being returned for signatures. Should you have any comments or questions, please feel free to contact me at (772) 794-4041. Thank you.

Copy to _____ Signed RK for
Kai Burk, EIT

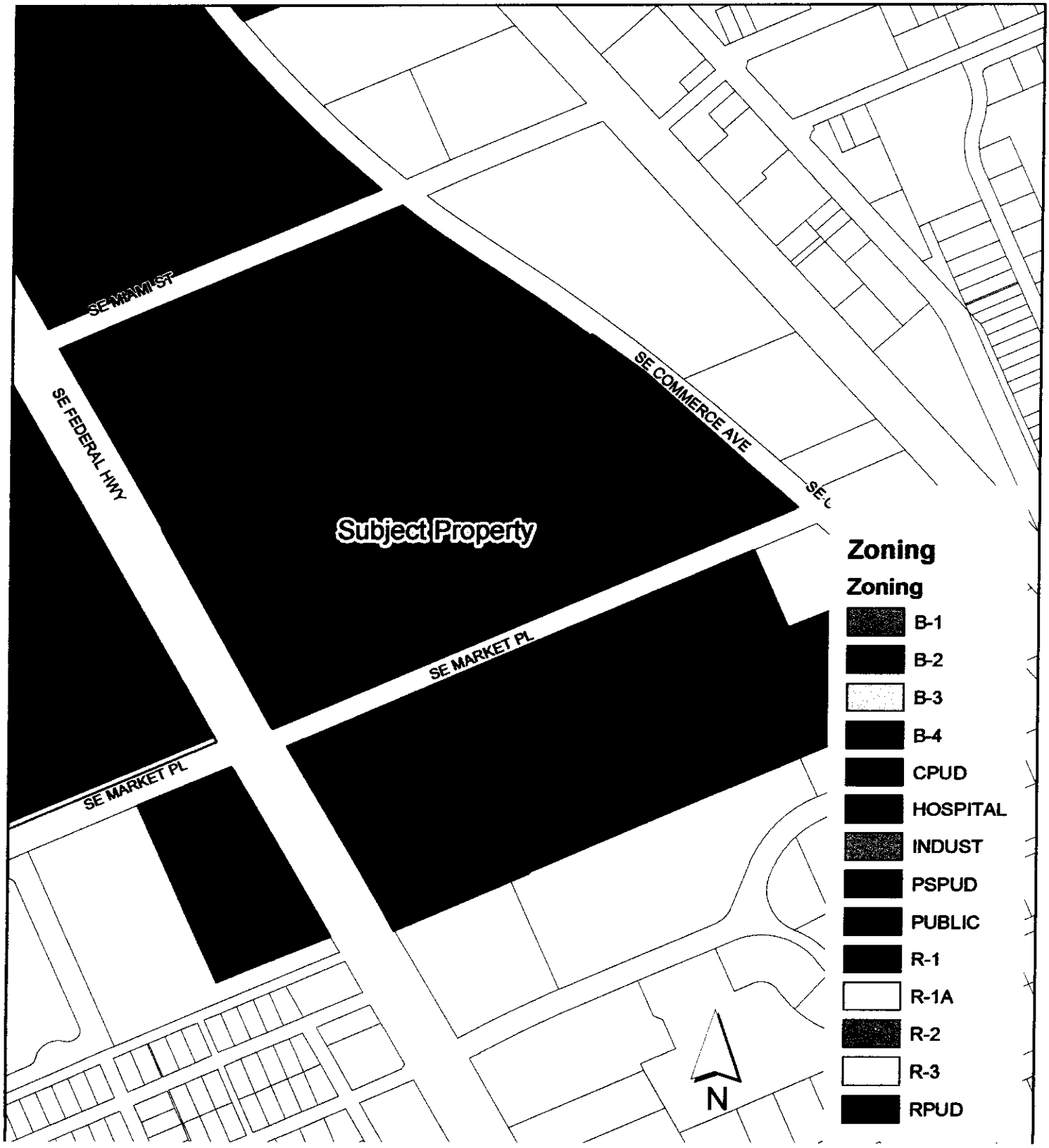
Engineering
Planning
and
Environmental
Consultants

G:\STUART\DUBNER\Trans\City of Stuart - Ewing - 12-6-04.doc

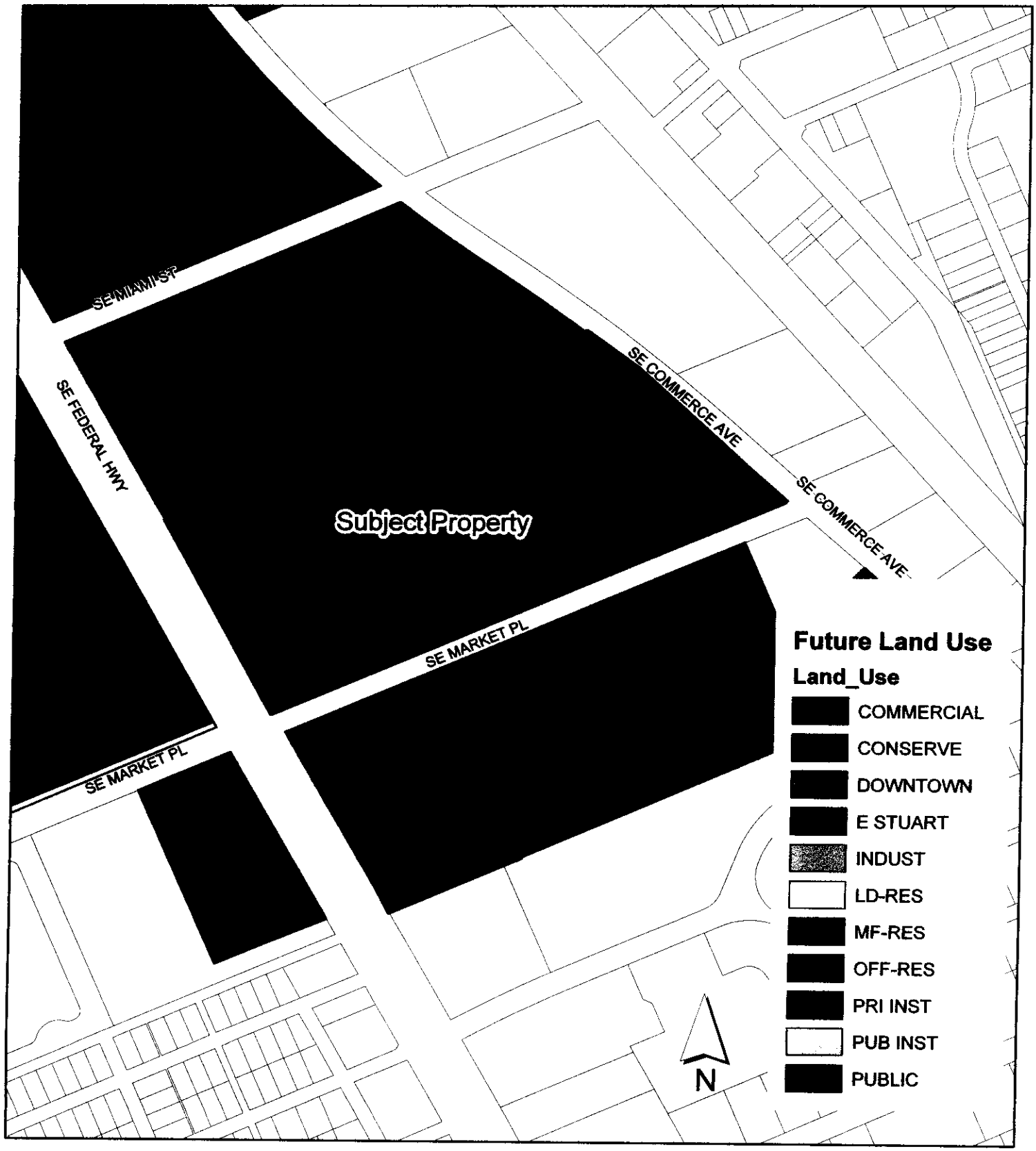
Wal*Mart Plat
Location



Wal*Mart Plat
Zoning Map



Wal*Mart Plat
Future Land Use Map



INSTR # 1800285
OR BK 01965 PG 0601
RECORDED 12/17/2004 03:42:17 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

FILE NUMBER

CERTIFICATE

I, Marsha Ewing, Clerk of the Circuit Court, Martin County, Florida, hereby certify that I have this day recorded the following described ***Plat*** in **Plat Book 15 Page 100** of the Public Records of Martin County, Florida.

Name of Subdivision: **WAL-MART AT PORT SEWALL**

LEGAL DESCRIPTION:

Replat of a portion of Lots 153 through 159 and a portion of Lots 197 through 204, plat of Port Sewall, P. B. 3, pg. 7, Hanson Grant, City of Stuart, Martin County, Florida.

Dated this 17th day of December , 2004.

CIRCUIT COURT ★ MARTIN COUNTY, FLORIDA ★

Marsha Ewing
Clerk of the Circuit Court

By Charlotte Burkey
Deputy Clerk

JAN 14 2005

INSTR # 2268271
OR BK 02511 PG 1894
Pgs 1894 - 1896; (3pgs)
RECORDED 04/11/2011 09:10:00 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY S Phoenix

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 28 - 2011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A MINOR AMENDMENT TO THE WALMART COMMERCIAL PLANNED UNIT DEVELOPMENT, ORDINANCE NUMBER 1915-03, DEVELOPMENT CONDITION #4 TO ALLOW FOR A MODIFICATION TO THE PREVIOUSLY APPROVED SIGNAGE PLAN; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: On behalf of Walmart Stores, Incorporated Cuhaci & Peterson Architects prepared a proposed wall signage plan to modify the signage located at the existing Walmart retail establishment located at 4100 SE Federal Highway;

SECTION 2: The new signage schedule details all existing signage conditions as well as, all proposed modifications and is hereby attached at Exhibit 'A'.

SECTION 3: This resolution shall take effect upon adoption.

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

April 6, 2011

Clerk of the Circuit Court
Att: Recording, Tammy Copus
P.O. Box 9016
Stuart, Fl. 34995

RE: WalMart CPUD Amendment Signage
Res 28-2011

Please record the above mentioned documents, into the Public Records of Martin County and return the original back to me in an inter office envelope.

Should you have any questions regarding this request please feel free to contact me at 772-288-5306.

Thank you,

Cherie White, MMC

COPY

Cherie White, MMC
City Clerk
Enc.

\\stuartfile\home\cwhite\msoffice\winword\recmc doc.doc

CITY OF STUART, FLORIDA
COMMISSION MEETING
AGENDA ITEM REQUEST

Meeting Date: 3/28/2011 **Prepared by:** Murriah Dekle

Ordinance/Resolution No. 28-2011

Title of Item:

Request for a minor amendment to the Walmart PUD to
permit a revised signage package encompassing directional signage and the company's new logo. Property located at 4001 SE Federal Highway.

Summary Explanation/Background Information on Agenda Request:

The applicant is seeking a minor amendment to PUD Ordinance No. 1915-03, condition #4, to permit a revised signage package consisting of additional generic wall signage and the company's new logo. Under this proposal, the site's existing monument signs will be repainted with new lettering, but will not increase in size. The project's wall signage will increase from 269 square feet to 536 square feet, with the bulk of this increase consists of generic signs such as ***"TIRE & LUBE," "MARKET"*** and the like. All proposed modifications are shown on the attached signage elevations plan.

Funding Source:
N/A

Recommended Action:

Given the mass of the Walmart building and the fact that the proposed increase in wall signage is largely directional in nature and essentially visible only from the parking lot because of surrounding native vegetation, staff offers no objection to the applicant's request and recommends approval of Resolution No. 28-2011.

3/21/2011

X Terrance W. O'Neil

Department Director

Click here to sign this section

3/22/2011

X

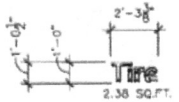
City Attorney

3/22/2011

X

City Manager

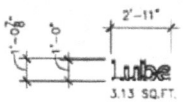
Exhibit A



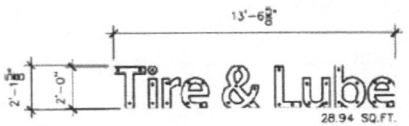
6 12" TIRE SIGNAGE
1/4" = 1'-0"



5 24" MARKET SIGNAGE
1/4" = 1'-0"



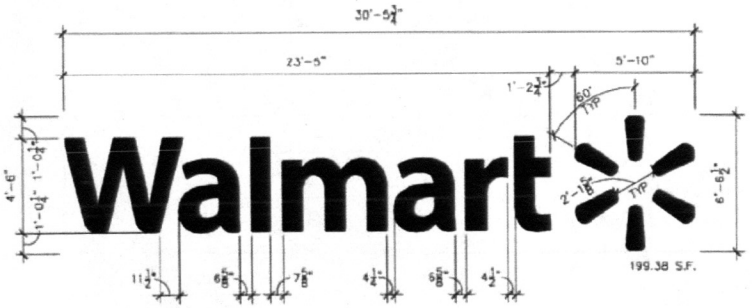
4 12" LUBE SIGNAGE
1/4" = 1'-0"



3 24" TIRE & LUBE SIGNAGE
1/4" = 1'-0"



2 30" OUTDOOR LIVING SIGNAGE
NTS 022908



1 4'-6" WALMART SIGN
1/4" = 1'-0"

NEW SIGNAGE SCHEDULE

SIGNAGE LOCATION	QTY	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
FRONT SIGNAGE						
Walmart	2	LED	WHITE	4'-6"		
Spark	2	LED	YELLOW	6'-6 1/2"	199.38 SF	389.76 SF
Outdoor Living	1	N/A	WHITE	2'-6"	77.24 SF	77.24 SF
Market	1	N/A	WHITE	2'-0"	17.97 SF	17.97 SF
TOTAL FRONT SIGNAGE						484.97 SF
AUTO CENTER SIGNAGE						
Tire & Lube	1	N/A	WHITE	2'-0"	28.99 SF	28.99 SF
Lube	4	N/A	WHITE	1'-0"	3.13 SF	12.52 SF
Tire	4	N/A	WHITE	1'-0"	2.38 SF	9.52 SF
TOTAL AUTO CENTER SIGNAGE						51.03 SF
TOTAL BUILDING SIGNAGE						536 SF

Walmart

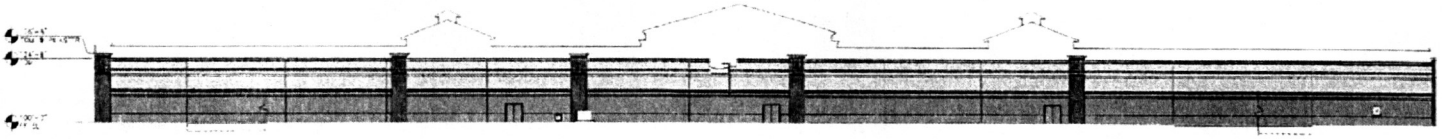
Cahani & Petersen

August 20, 2010

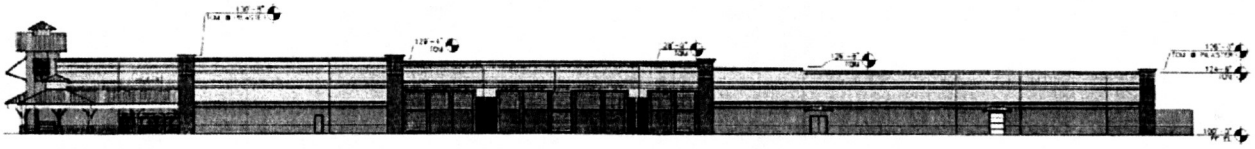
Stuart, FL # 1087



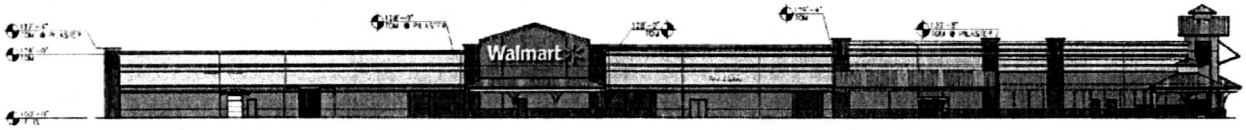
Front Elevation



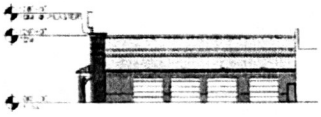
Rear Elevation



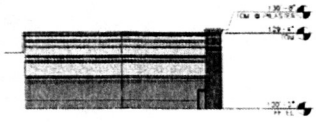
Right Elevation



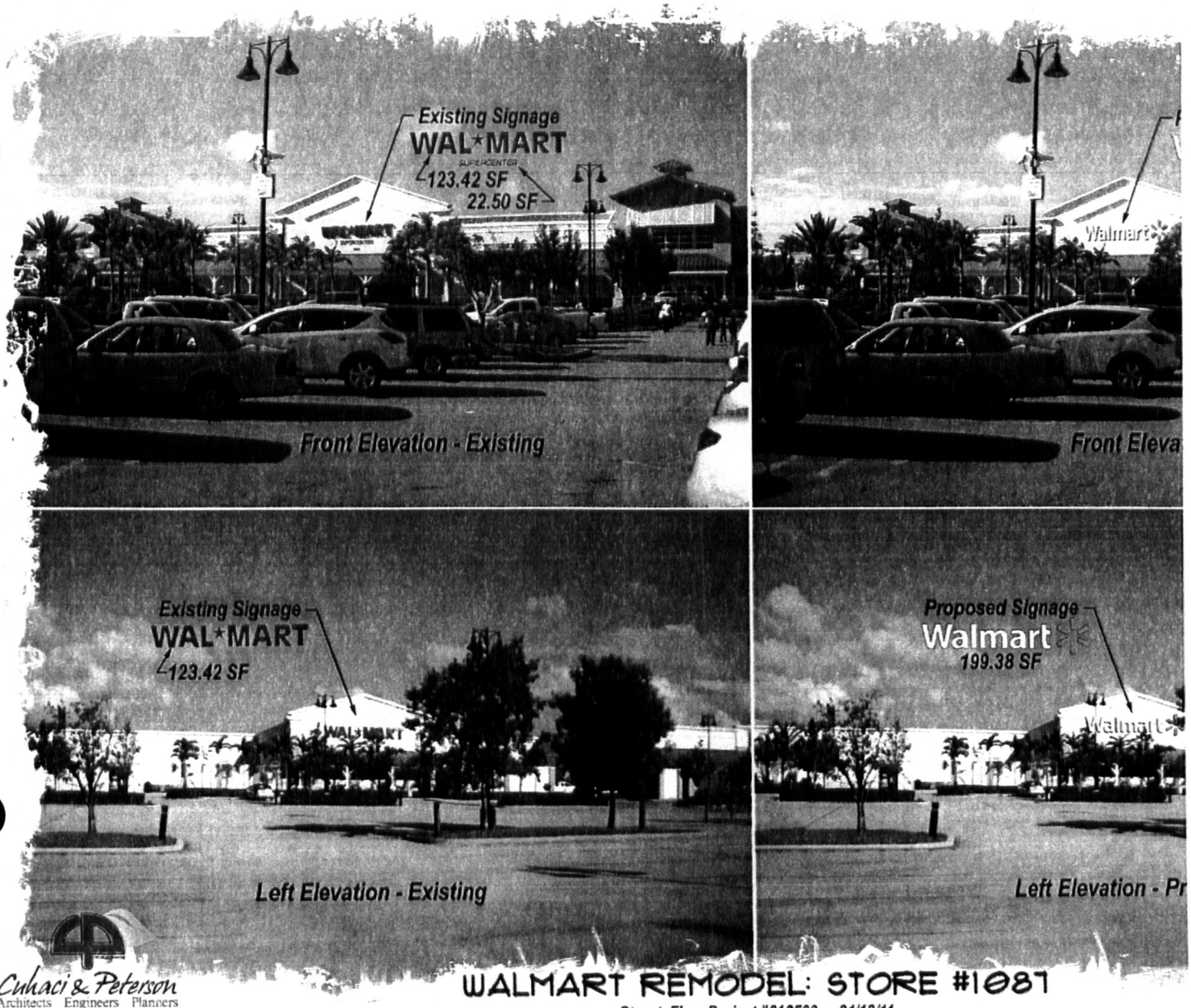
Left Elevation



Auto Center Elevation



Auto Center Elevation



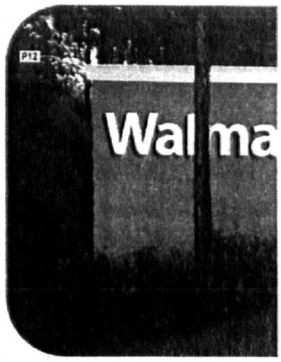
Cuhaci & Peterson
Architects Engineers Planners
Orlando, FL | 407-661-9100 | www.C-P.com

WALMART REMODEL: STORE #1087

Stuart, FL • Project #210533 • 01/18/11



Proposed Monument Sign
Lights to be painted Duranodic Bronze.



Proposed Monument S
Lights to be painted Duranodic Br



Current Monument Sign A



Proposed Monument Sign
Lights to be painted Duranodic Bronze.



Current Monument Sign C

Walmart

Cuhaci & Peterson

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

Received by: _____

RECEIVED
FEB 18 2011

Planned Unit Development (PUD) Amendment Application

Project ID# Z110200003
(Staff Entry)

Pre-App Conference Date:	Application Date: 2/18/11
Project Name: Walmart #1087	
Parcel ID# 3838-41-020-001-00010-0	Project Address: 4001 SE Federal Hwy. Stuart, FL 34997
Zoning/CRA Sub-district:	
Subdivision:	Lot(s):

Fees: Major PUD Amendment - $3,072.00; Minor PUD Amendment: $2,048.00; PUD Agreement Amendment (text change only): $1,024.00 *(this does not include fees that may be charged as a result of application review by the City's consultants)*

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

1. A change of two (2) percent or more in the area of any land use designations shown on the site plan;
2. Any change in the list of proposed uses;
3. An increase in residential density of five (5) percent or more;
4. An increase in nonresidential Building square footage of ten (10) percent or more;
5. A change in the boundary of the PUD district;
6. A change in the site plan or approval regarding any area(s) set aside and designated for future development;
7. Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
8. 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, 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)

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Bill Tomala	City/State/Zip Code: Orlando, FL 32814
Title: Sr. Permitting Coordinator / Due Diligence	Telephone Number: 407-628-9100 x. 2341
Company: Cuhaci + Peterson Architects	Facsimile Number: 407-628-9101
Company Address: 1925 Prospect Ave.	Email Address (optional): BillT@c-p.com

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Bill Tomala	City/State/Zip Code: Orlando, FL 32814
Title: Sr. Permitting Coordinator / Due Diligence	Telephone Number: 407-628-9100 x. 2341
Company: Cuhaci + Peterson Architects	Facsimile Number: 407-628-9101
Company Address: 1925 Prospect Ave.	Email Address (optional): BillT@c-p.com

3. 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: Bill Tomala	City/State/Zip Code: Orlando, FL 32814
Title: Sr. Permitting Coordinator / Due Diligence	Telephone Number: 407-628-9100 x. 2341
Company: Cuhaci + Peterson Architects	Facsimile Number: 407-628-9101
Company Address: 1925 Prospect Ave.	Email Address (optional): BillT@c-p.com

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

4. Signed this 29th day of November, 2010.

x _____

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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 29th day of November 2010 by Bill Tomala who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

_____

Notary Signature

Seal:

BETSY D. ENGLERT
MY COMMISSION # DD 948982
EXPIRES: February 25, 2014
Bonded Thru Notary Public Underwriters

Walmart

2001 SE 10th Street
Bentonville, AR 72716-0550
Teri Hite, Remodel Design Manager
Dept 44-9813
Ph - 479.204.1063
E-mail –

December 6, 2010

WALMART #1087
4001 SE FEDERAL HIGHWAY
STUART, FL 34997

To whom it may concern:

The purpose of this correspondence is to grant authorization to Bill Tomala and/or Cuhaci & Peterson Architects to represent, sign, and file applications as acting agent and representative on behalf of Walmart Non-REBT Properties regarding all submittals and correspondence for said project.

Thank you for your help in this matter.

Sincerely,

Teri Hite
Remodel Design Manager – Real Estate Division
Walmart Stores, Inc.

State of Arkansas
County of Benton

The forgoing instrument was acknowledged before me this 6th day of December, 2010 by Teri Hite, who is personally known to me.

Vicki Flippo Ingram
Signature of Notary

"NOTARY SEAL"
Vicki Flippo, Notary Public
Benton County, State of Arkansas
My Commission Expires Nov. 1, 2012.

Vicki Flippo Ingram
Printed Name of Notary

(Seal)

Cuhaci & Peterson
Architects Engineers Planners

Lonnie G. Peterson, AIA
Chairman

James E. Downs, AIA
President

Michael E. Lynch, RA
V.P. - Production

Norberto O. Campos
V.P. - Design

Greg N. Simpson, AIA
V.P. - Operations

Brett C. Rylands
V.P. - Structural Engineering

Joseph F. Keene
V.P. - Mechanical Engineering

Jay R. Adkinson
Director of Technology

Betsy D. Englert
Director of Finance

Tina Kennedy
Director of HR

Steven A. Blevins, AIA
Arch. Studio Manager

Amin S. Fikry
Arch. Studio Manager

Chris D. Renegar, RA
Arch. Studio Manager

Professional Registrations:
Alabama
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin

Florida Corporate Certificate:
#AA C000526

1925 Prospect Avenue
Orlando, FL 32814
Phone 407-661-9180
Fax 407-661-9101
www.cuhaci.com

17 February 2011

Ms. Pinal Ghandi-Savdas
City of Stuart
Development Department
121 S.W. Flagler Avenue
Stuart, FL 34994

WALMART #1087 **CP: 210533**
4001 S.E. FEDERAL HIGHWAY
STUART, FLORIDA 34997
PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION

Dear Ms. Ghandi-Savdas:

Please see the below Description of Changes and Justification for the above referenced project:

Description of Changes

In order to finalize the remodel for Walmart #1087, in the City of Stuart, Cuhaci & Peterson Architects, on behalf of Walmart*, would like to update existing wall signage and monument signage as detailed below. As shown in the attached elevations and renderings, all wall signage will be replaced with new, updated signage. The two red Wal*Mart signs on the front and left elevations will each be replaced with a white Walmart sign and an orange spark (WALMART*). Additional signage will be added to more appropriately label the building as listed below:

- "Market" will be added to the right elevation above the existing entryway. Currently no signage exists at this location, and the entryway is difficult to locate.
- "Tire" and "Lube" signs will be added to drive-in bays at the Auto Center. These are covered by a screen wall and are only visible upon entering the premise of this department.
- "Tire & Lube" will be added to the side elevation of the Auto Center to properly label its location.
- "Outdoor Living" will be added to the front elevation labeling the Outdoor Living department location.
-

The following tables detail quantity and size of existing and proposed signage:

Existing Wall Signage.

Sign	Quantity	Size	Individual Area (SF)	Total Area (SF)
WAL*MART	2	4'-0"	123.42	246.84
SUPERCENTER	1	1'-6"	22.50	22.50
Total Existing Signage	-	-	-	**269.34**

Proposed Wall Signage:

Sign	Quantity	Size	Individual Area (SF)	Total Area (SF)
Front Signage	-	-	-	-
Walmart	2	4'- 6"	199.38	389.76
Spark	2	6'- 6.5"		
Market	1	2'- 6"	77.24	77.24
Outdoor Living	1	2'- 6"	17.97	17.97
Total Front Signage	-	-	-	484.97
Auto Center Signage				
Tire & Lube	1	2'- 0"	28.99	28.99
Lube	4	1'- 0"	3.13	12.52
Tire	4	1'- 0"	2.38	9.52
Total Auto Center Signage	-	-	-	51.03
Total Proposed Signage	-	-	-	**536**

In addition to updating existing wall signage, Walmart* would also like to update existing monument signs. Copy area on monument signs will not increase, however, new lettering and paint will be applied. Existing and proposed pictures are included in the enclosed submittal package.

Justification

It is the goal of Walmart* and Cuhaci & Peterson Architects to provide a signage plan that satisfies the City's goal to maintain aesthetic quality while providing adequate labeling of the building and its major department locations.

To begin, the Unified Signage Area Table, in Section 6.11.09 of the City of Stuart's Land Development Code, states that a building face that is greater than or equal to 3,500 SF may display 4.5% of signage. The table below depicts proportions of signage per building face:

Location	Building Face Area (SF)	Signage Area Allowed (SF)	Signage Area Proposed (SF)	Percent Signage to Building Face
Front Elevation	15,545	500	276.62	1.8%
Right Elevation	10,900	490	17.97	0.2%
Left Elevation	11,033	496	250.41	2.3%
Rear Elevation	NA	NA	NA	NA

As shown in the table above, proposed signage is well within the maximum allowable 4.5% display area per building face.

The City of Stuart's Development Code states that the maximum allowable wall signage on a single building is 200 square feet. It is the opinion of Walmart* that 200 square feet of aggregate signage for a building of this size does not allow for adequate or proper labeling of the building. For example, 200 square feet of signage would allow for one Walmart* sign that is a mere 20' x 10'. A sign of this size would be dwarfed by the size of building face alone and certainly does not allow for additional labeling of major departments or entrance locations.

Proposed wall signage has been designed with the specific intent to adequately label the building while maintaining the City of Stuart's aesthetic standard. In reviewing the intent of the City of Stuart's signage regulations, the new sign package is consistent with the City's goals to "to encourage the efficient and effective use of signs as a means of communications in the city" and "balance, maintain and enhance the aesthetic environment of the city and its ability to attract sources of economic development and growth."

Should you need additional information regarding this application, please feel free to contact me at 407-661-9100 or billt@c-p.com.

Sincerely,

Bill Tomala
Sr. Permitting Coordinator/Due Diligence
BT/srm

INSTR # 2268271
OR BK 02511 PG 1894
Pgs 1894 - 1896; (3pgs)
RECORDED 04/11/2011 09:10:00 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY S Phoenix

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 28 - 2011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A MINOR AMENDMENT TO THE WALMART COMMERCIAL PLANNED UNIT DEVELOPMENT, ORDINANCE NUMBER 1915-03, DEVELOPMENT CONDITION #4 TO ALLOW FOR A MODIFICATION TO THE PREVIOUSLY APPROVED SIGNAGE PLAN; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: On behalf of Walmart Stores, Incorporated Cuhaci & Peterson Architects prepared a proposed wall signage plan to modify the signage located at the existing Walmart retail establishment located at 4100 SE Federal Highway;

SECTION 2: The new signage schedule details all existing signage conditions as well as, all proposed modifications and is hereby attached at Exhibit 'A'.

SECTION 3: This resolution shall take effect upon adoption.

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

April 6, 2011

Clerk of the Circuit Court
Att: Recording, Tammy Copus
P.O. Box 9016
Stuart, Fl. 34995

RE: WalMart CPUD Amendment Signage
Res 28-2011

Please record the above mentioned documents, into the Public Records of Martin County and return the original back to me in an inter office envelope.

Should you have any questions regarding this request please feel free to contact me at 772-288-5306.

Thank you,

Cherie White, MMC

COPY

Cherie White, MMC
City Clerk
Enc.

\\stuartfile\home\cwhite\msoffice\winword\recmc doc.doc

CITY OF STUART, FLORIDA
COMMISSION MEETING
AGENDA ITEM REQUEST

Meeting Date: 3/28/2011 **Prepared by:** Murriah Dekle

Ordinance/Resolution No. 28-2011

Title of Item:

Request for a minor amendment to the Walmart PUD to
permit a revised signage package encompassing directional signage and the company's new logo. Property located at 4001 SE Federal Highway.

Summary Explanation/Background Information on Agenda Request:

The applicant is seeking a minor amendment to PUD Ordinance No. 1915-03, condition #4, to permit a revised signage package consisting of additional generic wall signage and the company's new logo. Under this proposal, the site's existing monument signs will be repainted with new lettering, but will not increase in size. The project's wall signage will increase from 269 square feet to 536 square feet, with the bulk of this increase consists of generic signs such as ***"TIRE & LUBE," "MARKET"*** and the like. All proposed modifications are shown on the attached signage elevations plan.

Funding Source:
N/A

Recommended Action:

Given the mass of the Walmart building and the fact that the proposed increase in wall signage is largely directional in nature and essentially visible only from the parking lot because of surrounding native vegetation, staff offers no objection to the applicant's request and recommends approval of Resolution No. 28-2011.

3/21/2011

X Terrance W. O'Neil

Department Director

Click here to sign this section

3/22/2011

X

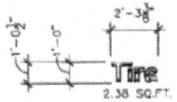
City Attorney

3/22/2011

X

City Manager

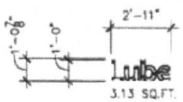
Exhibit A



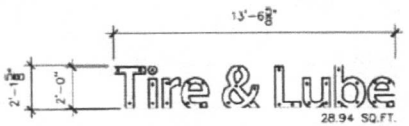
6 12" TIRE SIGNAGE
1/4" = 1'-0"



5 24" MARKET SIGNAGE
1/4" = 1'-0"



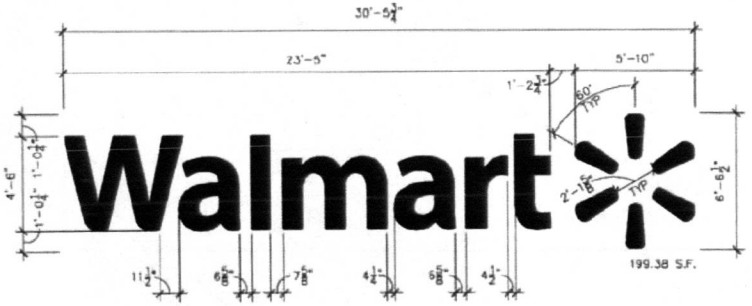
4 12" LUBE SIGNAGE
1/4" = 1'-0"



3 24" TIRE & LUBE SIGNAGE
1/4" = 1'-0"



2 30" OUTDOOR LIVING SIGNAGE
NTS 022908



1 4'-6" WALMART SIGN
1/4" = 1'-0"

NEW SIGNAGE SCHEDULE

SIGNAGE LOCATION	QTY	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
FRONT SIGNAGE						
Walmart	2	LED	WHITE	4'-6"		
Spark	2	LED	YELLOW	6'-6 1/2"	199.38 SF	389.76 SF
Outdoor Living	1	N/A	WHITE	2'-6"	77.24 SF	77.24 SF
Market	1	N/A	WHITE	2'-0"	17.97 SF	17.97 SF
TOTAL FRONT SIGNAGE						484.97 SF
AUTO CENTER SIGNAGE						
Tire & Lube	1	N/A	WHITE	2'-0"	28.99 SF	28.99 SF
Lube	4	N/A	WHITE	1'-0"	3.13 SF	12.52 SF
Tire	4	N/A	WHITE	1'-0"	2.38 SF	9.52 SF
TOTAL AUTO CENTER SIGNAGE						51.03 SF
TOTAL BUILDING SIGNAGE						536 SF

Walmart

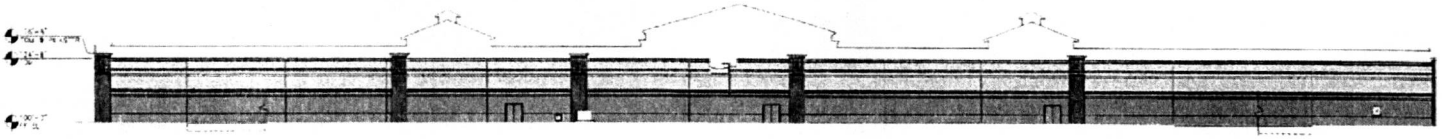
Cahoon & Peterson

August 20, 2010

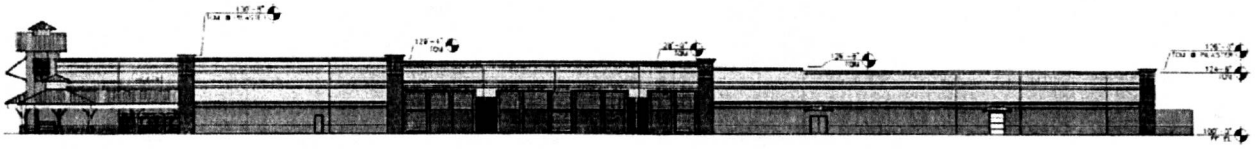
Stuart, FL # 1087



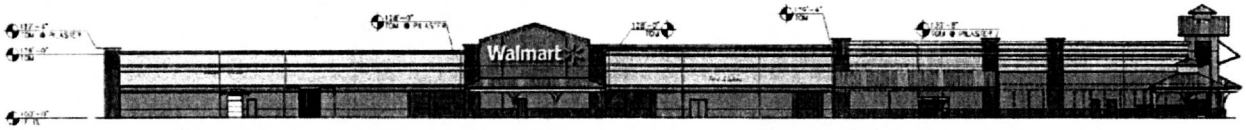
Front Elevation



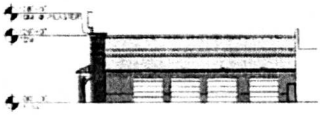
Rear Elevation



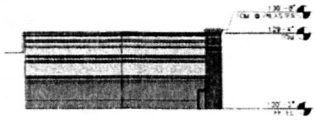
Right Elevation



Left Elevation

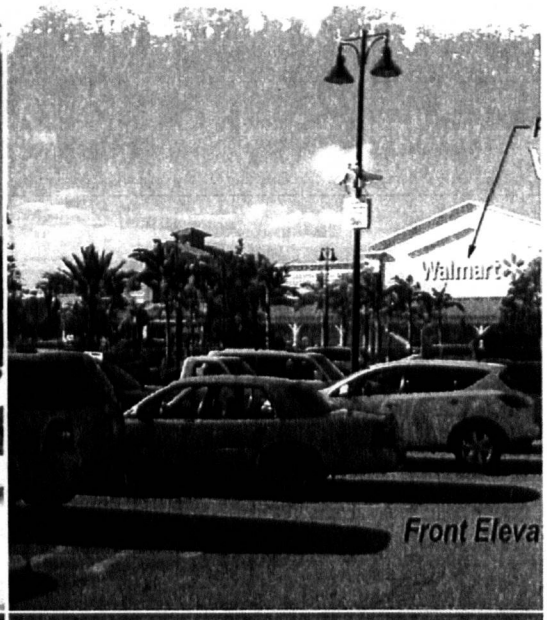


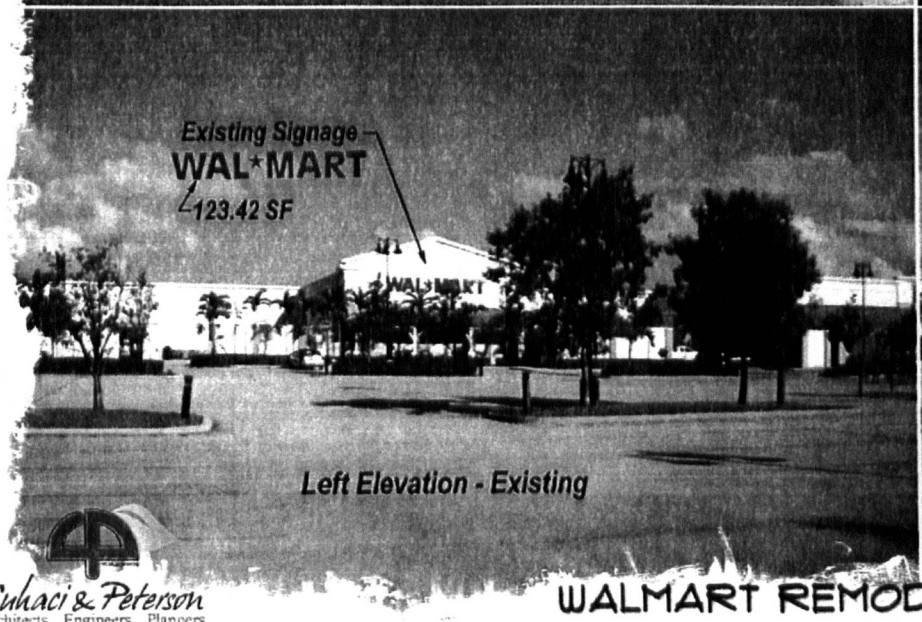
Auto Center Elevation

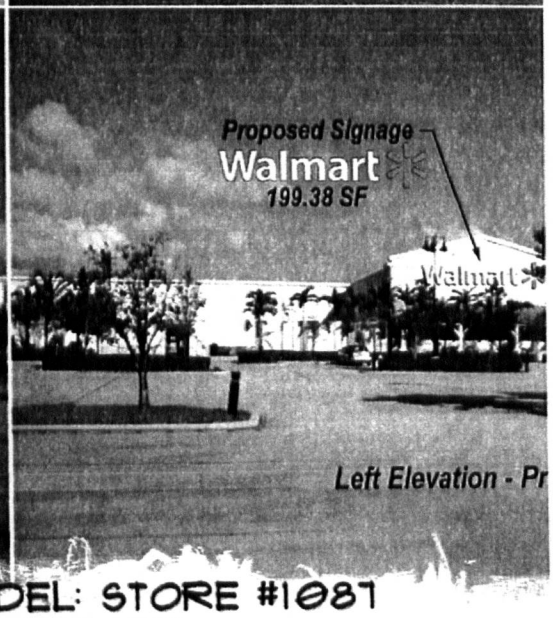


Auto Center Elevation









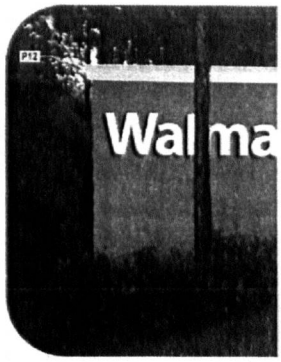
Cuhaci & Peterson
Architects Engineers Planners
Orlando, FL | 407-661-9100 | www.C-P.com

WALMART REMODEL: STORE #1087

Stuart, FL • Project #210533 • 01/18/11



Proposed Monument Sign
Lights to be painted Duranodic Bronze.



Proposed Monument S
Lights to be painted Duranodic Br



Current Monument Sign A





Proposed Monument Sign
Lights to be painted Duranodic Bronze.

Current Monument Sign C

Walmart

Cuhaci & Peterson

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

Received by: _____

RECEIVED
FEB 18 2011

Planned Unit Development (PUD) Amendment Application

Project ID# Z110200003
(Staff Entry)

Pre-App Conference Date:	Application Date: 2/18/11
Project Name: Walmart #1087	
Parcel ID# 3838-41-020-001-00010-0	Project Address: 4001 SE Federal Hwy. Stuart, FL 34997
Zoning/CRA Sub-district:	
Subdivision:	Lot(s):

Fees: Major PUD Amendment - $3,072.00; Minor PUD Amendment: $2,048.00; PUD Agreement Amendment (text change only): $1,024.00 *(this does not include fees that may be charged as a result of application review by the City's consultants)*

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

1. A change of two (2) percent or more in the area of any land use designations shown on the site plan;
2. Any change in the list of proposed uses;
3. An increase in residential density of five (5) percent or more;
4. An increase in nonresidential Building square footage of ten (10) percent or more;
5. A change in the boundary of the PUD district;
6. A change in the site plan or approval regarding any area(s) set aside and designated for future development;
7. Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
8. 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, 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)

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Bill Tomala	City/State/Zip Code: Orlando, FL 32814
Title: Sr. Permitting Coordinator / Due Diligence	Telephone Number: 407-628-9100 x. 2341
Company: Cuhaci + Peterson Architects	Facsimile Number: 407-628-9101
Company Address: 1925 Prospect Ave.	Email Address (optional): BillT@c-p.com

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Bill Tomala	City/State/Zip Code: Orlando, FL 32814
Title: Sr. Permitting Coordinator / Due Diligence	Telephone Number: 407-628-9100 x. 2341
Company: Cuhaci + Peterson Architects	Facsimile Number: 407-628-9101
Company Address: 1925 Prospect Ave.	Email Address (optional): BillT@c-p.com

3. 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: Bill Tomala	City/State/Zip Code: Orlando, FL 32814
Title: Sr. Permitting Coordinator / Due Diligence	Telephone Number: 407-628-9100 x. 2341
Company: Cuhaci + Peterson Architects	Facsimile Number: 407-628-9101
Company Address: 1925 Prospect Ave.	Email Address (optional): BillT@c-p.com

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

4. Signed this 29th day of November, 2010.

x _____

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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 29th day of November 2010 by Bill Tomala who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

_____

Notary Signature

Seal:

BETSY D. ENGLERT
MY COMMISSION # DD 948982
EXPIRES: February 25, 2014
Bonded Thru Notary Public Underwriters

Walmart

2001 SE 10th Street
Bentonville, AR 72716-0550
Teri Hite, Remodel Design Manager
Dept 44-9813
Ph - 479.204.1063
E-mail –

December 6, 2010

WALMART #1087
4001 SE FEDERAL HIGHWAY
STUART, FL 34997

To whom it may concern:

The purpose of this correspondence is to grant authorization to Bill Tomala and/or Cuhaci & Peterson Architects to represent, sign, and file applications as acting agent and representative on behalf of Walmart Non-REBT Properties regarding all submittals and correspondence for said project.

Thank you for your help in this matter.

Sincerely,

Teri Hite
Remodel Design Manager – Real Estate Division
Walmart Stores, Inc.

State of Arkansas
County of Benton

The forgoing instrument was acknowledged before me this 6th day of December, 2010 by Teri Hite, who is personally known to me.

Vicki Flippo Ingram
Signature of Notary

"NOTARY SEAL"
Vicki Flippo, Notary Public
Benton County, State of Arkansas
My Commission Expires Nov. 1, 2012.

Vicki Flippo Ingram
Printed Name of Notary

(Seal)

Cuhaci & Peterson
Architects Engineers Planners

Lonnie G. Peterson, AIA
Chairman

James E. Downs, AIA
President

Michael E. Lynch, RA
V.P. - Production

Norberto O. Campos
V.P. - Design

Greg N. Simpson, AIA
V.P. - Operations

Brett C. Rylands
V.P. - Structural Engineering

Joseph F. Keene
V.P. - Mechanical Engineering

Jay R. Adkinson
Director of Technology

Betsy D. Englert
Director of Finance

Tina Kennedy
Director of HR

Steven A. Blevins, AIA
Arch. Studio Manager

Amin S. Fikry
Arch. Studio Manager

Chris D. Renegar, RA
Arch. Studio Manager

Professional Registrations:
Alabama
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin

Florida Corporate Certificate:
#AA C000526

1925 Prospect Avenue
Orlando, FL 32814
Ph 407-841-9180
Fax 407-660-9101
www.cphome.com

17 February 2011

Ms. Pinal Ghandi-Savdas
City of Stuart
Development Department
121 S.W. Flagler Avenue
Stuart, FL 34994

WALMART #1087 **CP: 210533**
4001 S.E. FEDERAL HIGHWAY
STUART, FLORIDA 34997
PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION

Dear Ms. Ghandi-Savdas:

Please see the below Description of Changes and Justification for the above referenced project:

Description of Changes

In order to finalize the remodel for Walmart #1087, in the City of Stuart, Cuhaci & Peterson Architects, on behalf of Walmart*, would like to update existing wall signage and monument signage as detailed below. As shown in the attached elevations and renderings, all wall signage will be replaced with new, updated signage. The two red Wal*Mart signs on the front and left elevations will each be replaced with a white Walmart sign and an orange spark (WALMART*). Additional signage will be added to more appropriately label the building as listed below:

- "Market" will be added to the right elevation above the existing entryway. Currently no signage exists at this location, and the entryway is difficult to locate.
- "Tire" and "Lube" signs will be added to drive-in bays at the Auto Center. These are covered by a screen wall and are only visible upon entering the premise of this department.
- "Tire & Lube" will be added to the side elevation of the Auto Center to properly label its location.
- "Outdoor Living" will be added to the front elevation labeling the Outdoor Living department location.
-

The following tables detail quantity and size of existing and proposed signage:

Existing Wall Signage.

Sign	Quantity	Size	Individual Area (SF)	Total Area (SF)
WAL*MART	2	4'-0"	123.42	246.84
SUPERCENTER	1	1'-6"	22.50	22.50
Total Existing Signage	-	-	-	**269.34**

Proposed Wall Signage:

Sign	Quantity	Size	Individual Area (SF)	Total Area (SF)
Front Signage	-	-	-	-
Walmart	2	4'- 6"	199.38	389.76
Spark	2	6'- 6.5"		
Market	1	2'- 6"	77.24	77.24
Outdoor Living	1	2'- 6"	17.97	17.97
Total Front Signage	-	-	-	484.97
Auto Center Signage				
Tire & Lube	1	2'- 0"	28.99	28.99
Lube	4	1'- 0"	3.13	12.52
Tire	4	1'- 0"	2.38	9.52
Total Auto Center Signage	-	-	-	51.03
Total Proposed Signage	-	-	-	**536**

In addition to updating existing wall signage, Walmart* would also like to update existing monument signs. Copy area on monument signs will not increase, however, new lettering and paint will be applied. Existing and proposed pictures are included in the enclosed submittal package.

Justification

It is the goal of Walmart* and Cuhaci & Peterson Architects to provide a signage plan that satisfies the City's goal to maintain aesthetic quality while providing adequate labeling of the building and its major department locations.

To begin, the Unified Signage Area Table, in Section 6.11.09 of the City of Stuart's Land Development Code, states that a building face that is greater than or equal to 3,500 SF may display 4.5% of signage. The table below depicts proportions of signage per building face:

Location	Building Face Area (SF)	Signage Area Allowed (SF)	Signage Area Proposed (SF)	Percent Signage to Building Face
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Right Elevation	10,900	490	17.97	0.2%
Left Elevation	11,033	496	250.41	2.3%
Rear Elevation	NA	NA	NA	NA

As shown in the table above, proposed signage is well within the maximum allowable 4.5% display area per building face.

The City of Stuart's Development Code states that the maximum allowable wall signage on a single building is 200 square feet. It is the opinion of Walmart* that 200 square feet of aggregate signage for a building of this size does not allow for adequate or proper labeling of the building. For example, 200 square feet of signage would allow for one Walmart* sign that is a mere 20' x 10'. A sign of this size would be dwarfed by the size of building face alone and certainly does not allow for additional labeling of major departments or entrance locations.

Proposed wall signage has been designed with the specific intent to adequately label the building while maintaining the City of Stuart's aesthetic standard. In reviewing the intent of the City of Stuart's signage regulations, the new sign package is consistent with the City's goals to "to encourage the efficient and effective use of signs as a means of communications in the city" and "balance, maintain and enhance the aesthetic environment of the city and its ability to attract sources of economic development and growth."

Should you need additional information regarding this application, please feel free to contact me at 407-661-9100 or billt@c-p.com.

Sincerely,

Bill Tomala
Sr. Permitting Coordinator/Due Diligence
BT/srm

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 5/26/2026 **Prepared by:** Jodi Nentwick

Title of Item:
MARINA COVE AT RIVERSIDE RIGHT-OF-WAY ABANDONMENT (RC):

ORDINANCE NO. 2554-2026: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 20-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF RIVERSIDE PARK, AS RECORDED IN PLAT BOOK 4, PAGE 25, ST. LUCIE COUNTY (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Pursuant to Section 36-3 of the City's Code of Ordinances, the vacation of any public right-of-way shall be accomplished by adoption of ordinance by the City Commission. However, the City Commission must pass a resolution declaring its intent of vacating the right-of-way before moving forward with the ordinance. The applicant has submitted an application requesting an abandonment of an undeveloped public right-of-way located between NW Oleander Street and NW Poinsettia Street, and just west of NW Old Dixie Highway. On March 26, 2026, the City Commission approved Resolution No. 23-2026, declaring its intent to abandon a portion of the right-of-way and scheduling public hearings before the City Commission at a regular meeting to consider the proposed abandonment of the subject right-of-way.

Pursuant to Section 36-2 of the City's Code of Ordinances, the applicant is required to pay a privilege fee in the amount of $32,600.00. The privilege fee is determined and fixed by computing 100% of the value added to the adjoining property of the applicant/petitioner by the resulting addition of the interest in the abandoned property by the city.

The City's Public Works Department has reviewed the request and determined that the continued use of the Right-of-Way is no longer in the public's best interest. As such, the department does not object to the abandonment of the City's interest in the Right-of-Way.

Funding Source:
N/A

Recommended Action:
Staff requests that the item be forwarded for second reading (adoption) at the regular City Commission meeting scheduled for June 8, 2026.

ATTACHMENTS:
1. Ordinance 2554-2026 - Marina Cove ROW
2. Application
3. Justification Statement

4. Resolution 23-2026 - Intention to abandon ROW
5. Draft Appraisal 1-8-25
6. Riverside Park Plat
7. Marina Cove at Riverside LLC MNSP-25-2
8. Code of Ordinances Chapter 36-Streets, Sidewalks, and Other Public Places

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2554-2026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 20-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF RIVERSIDE PARK, AS RECORDED IN PLAT BOOK 4, PAGE 25, ST. LUCIE COUNTY (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO SOUTH, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*****

WHEREAS, Marina Cove at Riverside, LLC, a Florida limited liability company ("The Applicant"), filed a petition for abandonment relating to the public right-of-way described below pursuant to Sections 36-2 and 36-3 of the Code of Ordinances of the City of Stuart, Florida, and

WHEREAS, on March 23, 2026, the City Commission approved Resolution No. 23-2026, the intention of the City Commission to abandon a portion of the public right-of-way and to set public hearings before the City Commission at its regular meeting in the City Commission Chambers to consider the abandonment of the subject right-of-way within Stuart, Martin County, Florida; and

WHEREAS, Stephen G. Neill, MAI, Callaway & Price, Inc. (License# RZ2956) conducted a fair market appraisal of said property on January 8, 2025, and determined that the market value of the real property is thirty-two thousand, six hundred dollars ($32,600) for the portion of right-of-way described in Exhibit "A", and

WHEREAS, at the public hearing to consider the requested abandonment, the City Commission has determined that it is the best public interest that the said right-of-way be abandoned as said right-of-way is no longer need by the City and it is needed to satisfy condition No. 16 of the approving the Minor Final Site Plan Development Order No. MNSP-25-2 Marina Cove at Riverside ("Project") to develop the vacant 2.19 acres site to construct twenty-two (22) townhome units and five (5) single family homes.

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

SECTION 1: That the above referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: That any interest vested with the City of Stuart in that certain 20 foot +/-wide alley, as set forth as that portion of a platted alley according to the plat of Riverside Park, as recorded in Plat Book 4, Page 25, Public Records of Palm Beach (now Martin), County, Florida, Public Records, fully described and depicted in **Exhibit "A"** attached hereto, is hereby abandoned.

SECTION 3: A location map depicting the subject area is hereby attached as **Exhibit "B".**

SECTION 4: The Applicant has agreed to and shall pay the privilege fee in the amount of **THIRTY-TWO THOUSAND SIX HUNDRED DOLLARS ($32,600)** for right-of-way to be received and said funds shall be deposited into the city's property management fund within 90 days of approval, otherwise this Ordinance shall become null and void.

SECTION 5: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 7: This Ordinance shall take effect immediately upon adoption.

First read on the ____ day of _____.

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:

	YES	NO	ABSENT	ABSTAIN
SEAN REED, MAYOR				
VACANT, VICE MAYOR				
EULA CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED on second and final reading this XXXX_day of _XXXXX, 2026.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
SEAN REED
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

Exhibit "A" – Riverside Plat

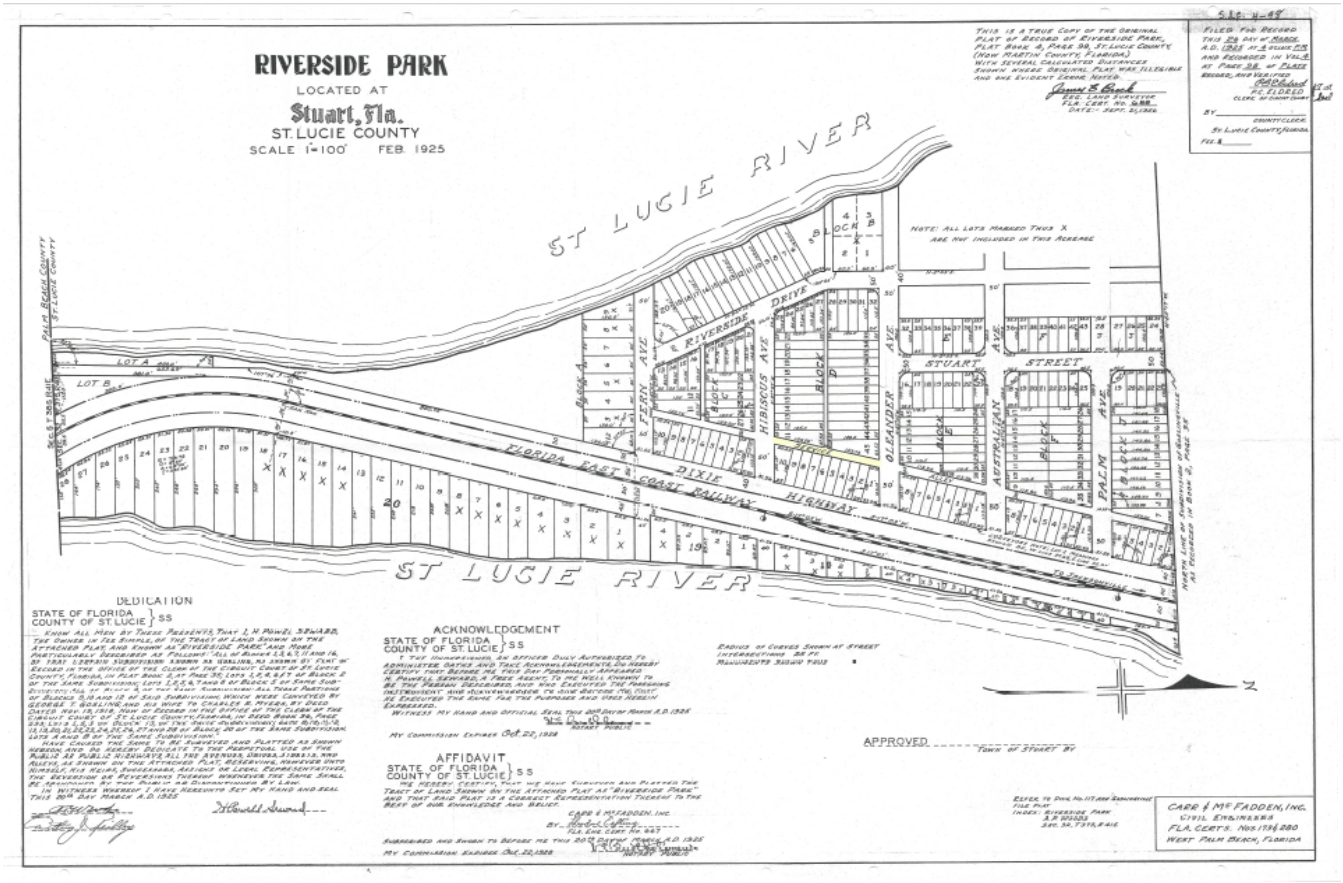
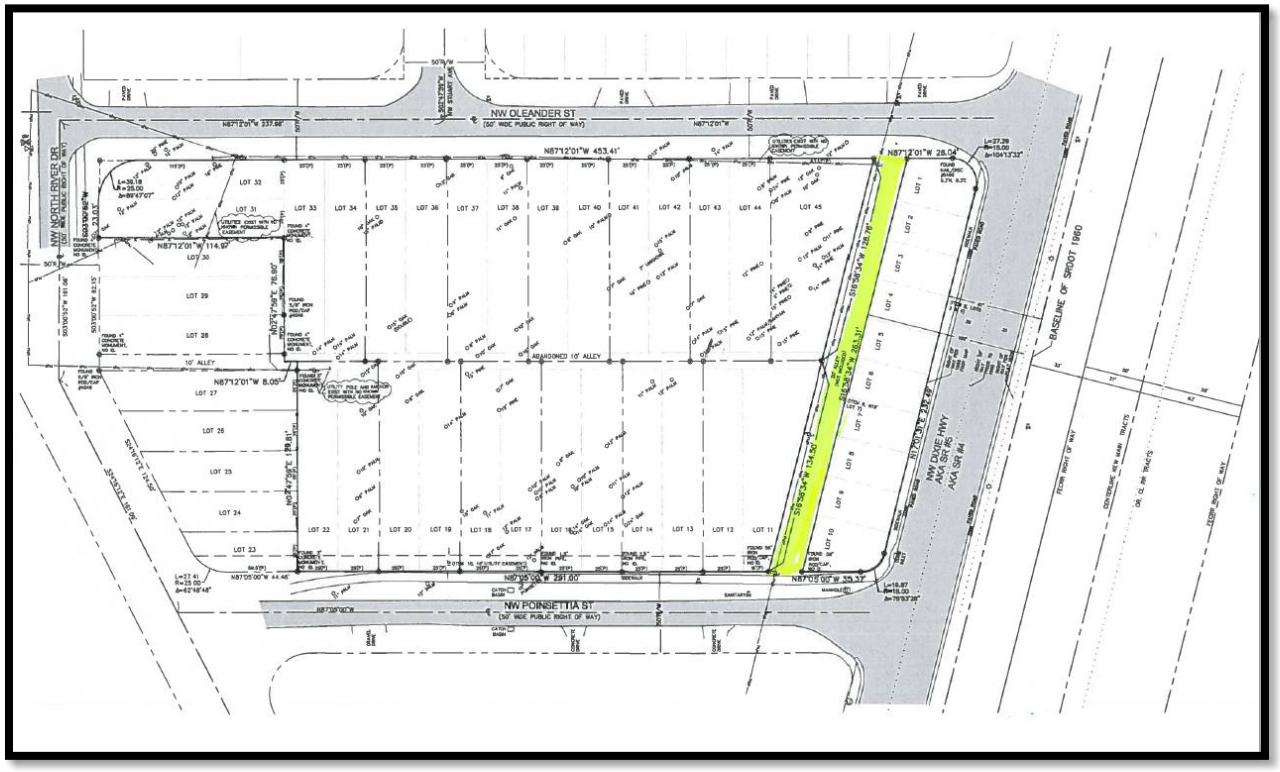


Exhibit "B" - Location Map





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

Received by: _____
Reviewed by: _____

RECEIVED
NOV 26 2024
By: .....

Right-Of-Way Abandonment Application

Project ID# Z24110002
(Staff Entry)

Pre-App Conference Dat	Application Date

SITE INFORMATION

Project Name: Marina Cove @ Riverside	Parcel ID#:
Site Address: 402 N.W. Dixie Hwy Stuart, FL 34994	
Subdivision: Riverside Park	Lot(s):
Site Acreage:	Flood Zone/Base Flood Elevation:
Existing Zoning District / CRA Subdistrict (if applicable): Urban Neighborhood,	
Current Comprehensive Plan Future Land Use Designation: Downtown	

PETITIONER INFORMATION

Property Owner: Bayshore Executive Investments LLC	Phone Number / Email Address: 954-336-1124 steve@sadoffandfisherpa.com
Property Owner's Mailing Address: 2500 Weston Rd Suite 311 Weston, FL 33331	
Applicant (if not Owner): George M- Cotleur + Hearing	Phone Number / Email Address: 561-747-6336 gmissimer@cotleur-hearing.com
Applicant's Mailing Address:	
Agent/Contact Person: George Missimer	Phone Number / Email Address: 561-747-6336 gmissimer@cotleur-hearing.com
Agent's Mailing Address: 1934 Commerce Lane Suite 1 Jupiter, FL 33458	
Architect: Chandej Limpabaadh	Engineer: Mark Landsman, EDC Inc
Planner: George Missimer; Cotleur + Hearing	Landscape Architect: Don Hearing, Cotleur + Hearing

Application Requirements

Fee: $799.00 plus 100% of appraised value *(This does not include fees that may be charged as a result of application reviews by the City's consultants or any required recording fees)*
Submittal Requirements: A completed application form, the payment of fees, and pertinent information as determined by the Development Director.
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the City Commission public hearing.
Justification: Please provide justification supporting the request for the abandonment, vacation or change of name of any street, alley, road, or public way *(include additional pages if needed):*

(over)

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Steven Fischer

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 ROW Abandonment in the City of Stuart, FL.
3. That he/she has appointed Cotleur + Hearing, George Missimer to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Steven Fischer Bayshore Executive Investments LLC

Signature of Owner

By: Name/Title Steven Fischer, manager

2500 Weston Road St. 311
Street Address

Weston, FL 33331
City, State, Zip Code

P.O. Box

City, State, Zip Code

954-336-1124
Telephone Number

954-385-6464
Fax Number

steve@sadoffandfischercpa.com
Email Address:

STATE OF FLORIDA, COUNTY OF Broward

Sworn and subscribed before me by means of [X] physical presence or [ ] online notarization, this

22 day of November, 2024 By Steven Fischer

Personally Known OR Produced Identification
Type of Identification Produced:

Notary Public

My Commission expires:
08/11/2028

NOTARY PUBLIC STATE OF FLORIDA

BETTINA NAVA
Commission # HH 580523
Expires August 11, 2028

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: Steven Fischer	City/State/Zip Code: Weston, FL 33331
Title: MGR	Telephone Number: 954-336-1124
Company: Bayshore Executive Investments LLC	Facsimile Number: 954-385-6464
Company Address: 2500 weston Road Suite 311 Weston, FL 33331	Email Address (optional): steve@sadoffandfischercpa.com

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

1. Signed this 22 day of November, 2024.

Steven Fischer

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

Cotleur & Hearing

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

ROW ABANDONMENT JUSTIFICATION

On behalf of the applicant, Bayshore Executive Investments LLC, we respectfully request the approval for the abandonment of an existing right-of-way easement located on the west side of NW Dixie Highway, situated between NW Poinsettia Street to the north and NW Oleander Street to the south. The subject right-of-way currently runs between Lots 1-10 and Lots 11/45. A photograph of the location in question is provided below for your reference.:



The City of Stuart has indicated that there are no current or future plans to develop within this easement. Approval of this request will facilitate access to the two proposed cottage lots, which are part of the overall development currently under review by the City of Stuart. Upon approval, a maintenance easement will be secured with Florida Power & Light (FPL) for the continued maintenance of the existing overhead utilities.

In conclusion, we believe that the approval of this request will benefit both the applicant and the City of Stuart. It will enable the applicant to provide access to the proposed new residential units, while also relieving the City of an underutilized right-of-way. Additionally, it will ensure the preservation of existing utilities through a new maintenance agreement with FPL.

We look forward to collaborating with the City of Stuart on this matter. Please do not hesitate to contact us using the information below if you have any questions regarding this request.

Sincerely,

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter · Florida · 33458
561-747-6336 · Fax 561-747-1377 · Lic.# LC-C000239

Sam Polacek
Planning Technician
Cotleur & Hearing
561-406-1024

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 23-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF A 25' WIDE PUBLIC RIGHT-OF-WAY WITHIN THE CITY, LOCATED ON THE WEST SIDE OF NW DIXIE HIGHWAY, SITUATED BETWEEN NW POINSETTIA STREET TO THE NORTH AND NW OLEANDER STREET TO THE SOUTH, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, the City has received a request for abandonment relating to the public right-of-way described below that conforms to the requirements of Chapter 36 of the Code of Ordinances of the City of Stuart, Florida.

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

SECTION 1: The purpose of this resolution is to state the intention of the City Commission to abandon a portion of public right-of-way and to set public hearings before the City Commission at its regular meeting in the City Commission Chambers to consider the abandonment of the subject property within Martin County, Florida:

SECTION 2: A sketch depicting the subject right-of-way is attached hereto as Exhibit "A".

Resolution No. 23 -2026; Intention to the abandonment being the portion of Marina Cove at Riverside Drive

SECTION 3: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR	Y			
SEAN REED, VICE MAYOR		N		
EULA R. CLARKE, COMMISSIONER	Y			
LAURA GIOBBI, COMMISSIONER	Y			
CAMPBELL RICH, COMMISSIONER	Y			

ADOPTED this 23rd day of March, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

Exhibit "A"


NW Oleander St
25' Public-right-of way to be abandoned
NW Dixie Hwy
NW Poinsettia St

AN APPRAISAL OF

THE RIGHT-OF-WAY ABANDONMENT
LOCATED BETWEEN NORTHWEST OLEANDER STREET
AND NORTHWEST POINSETTIA STREET AND
WEST OF NW DIXIE HIGHWAY
STUART, FLORIDA

FILE #24-86167

PREPARED FOR

5 STAR DEVELOPERS, LLC

AS OF

DECEMBER 14, 2024

BY

STEPHEN G. NEILL, MAI
CALLAWAY & PRICE, INC.



Callaway & Price, Inc.
Real Estate Appraisers & Consultants
Licensed Real Estate Brokers

DRAFT

Callaway & Price, Inc.

Real Estate Appraisers and Consultants
Licensed Real Estate Brokers
www.callawayandprice.com

Please respond to Treasure Coast office
E-Mail: s.neill@callawayandprice.com

SOUTH FLORIDA
825 US Highway 1
Suite 110
Jupiter, FL 33477
Phone (561)686-0333

Stephen D. Shaw, MAI, AI-GRS
Cert Gen RZ1192
s.shaw@callawayandprice.com

Robert A. Callaway, MRICS
Cert Gen RZ2461
r.callaway@callawayandprice.com

TREASURE COAST
603 N Indian River Drive
Suite 104
Fort Pierce, FL 34950
Phone (772) 464-8607

Stephen G. Neill, Jr., MAI
Cert Gen RZ2480
s.neill@callawayandprice.com

SPACE COAST
1120 Palmetto Avenue
Melbourne, FL 32901
Phone (321) 726-0970

Curtis L. Phillips, MAI
Cert Gen RZ2085
c.phillips@callawayandprice.com

CENTRAL FLORIDA
2816 E. Robinson Street
Orlando, FL 32803
Phone (321) 726-0970

Curtis L. Phillips, MAI
Cert Gen RZ2085
c.phillips@callawayandprice.com

December 17, 2024

Ms. Steve Gravett
Five Star Developers, LLC
14255 U.S. Highway 1
Suite 208
Juno Beach, FL 33408

Dear Mr. Gravett:

We have made an investigation and analysis of the potential right-of-way abandonment located between NW Oleander Street and NW Poinsettia Street and just west of NW Dixie Highway in the City of Stuart, Florida. The Subject Property will be further described both narratively and legally within the following Appraisal Report. The purpose of this investigation and analysis was to provide our opinion of the Market Value of the Fee Simple Estate of the Subject Property as of December 14, 2024. The Subject Property is considered to be a road right-of-way totaling 0.12 acres or 5,266 square feet. Given the property type associated with the Subject Property, we have incorporated the across the fence methodology for valuing the Subject Property.

This report has been prepared for our client, Mr. Steve Gravett of F5 Star Developers, LLC. The intended use is for assisting the client for possible right-of-way abandonment. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses. The scope of work performed included an analysis of the Subject property by the Sales Comparison Approach only.

Based upon the scope of the assignment, our investigation and analysis of the information contained within this report, as well as our general knowledge of real estate valuation procedures and market conditions, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property as of December 14, 2024 was:

$32,600

DRAFT

A description of the property appraised, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent.

Respectfully submitted,

CALLAWAY & PRICE, INC.

Stephen G. Neill, MAI
Cert Gen RZ2480

Anthony D. Vercillo
Cert Gen RZ2956

SGN/ADV/meb:24-86167
Attachments

DRAFT

PROPERTY TYPE	:	Road Right-of Way
LOCATION	:	The Subject Property is located between NW Oleander Street and NW Poinsettia Street and just west of NW Old Dixie Highway in the City of Stuart, Florida. There is no physical street address for the site.
DATE OF VALUATION	:	December 14, 2024
DATE OF REPORT	:	December 17, 2024
PROPERTY DESCRIPTION:		
LAND	:	The Subject Property contains 0.12 acres or 5,266 square feet. The site size has been provided via a survey. In utilizing the across the fence methodology we have considered the 2.16 acres that the right-of-way is located between for comparable sales and value analysis.
BUILDING	:	None noted
ZONING	:	Surrounding properties to the east and west are UN, Urban Neighborhood by the City of Stuart. For the purposes of the appraisal report, we have made the extraordinary assumption that the site is zoned UN, Urban Neighborhood
LAND USE PLAN	:	Surrounding properties to the east and west are Downtown Redevelopment, City of Stuart. For the purposes of the appraisal report, we have made the extraordinary assumption that the site has future land use of Downtown Redevelopment.
HIGHEST AND BEST USE:		
AS IF VACANT	:	Future Residential Development
MARKET VALUE OF THE FEE SIMPLE ESTATE OF THE SUBJECT PROPERTY AS OF DECEMBER 14, 2024	:	$32,600

DRAFT

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LIMITING CONDITIONS 5
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ADDENDA
Letter of Engagement
Qualifications:
Stephen G. Neill, MAI
Anthony D. Vercillo

DRAFT

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.

4. We have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

9. Anthony D. Vercillo has made personal inspection of the property that is the subject of this report. Stephen G. Neill, MAI is signing this report having not inspected the Subject Property.

10. No one provided significant real property appraisal assistance to the persons signing this certification.

11. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

12. The reported analyses, opinions and conclusion were developed, and this report was prepared, in conformity with the requirements of the Code of

DRAFT

Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

14. As of the date of this report, Stephen G. Neill, MAI has completed the continuing education program of the Appraisal Institute.

Stephen G. Neill, MAI
Cert Gen RZ2480

Anthony D. Vercillo
Cert Gen RZ2956

SGN/ADV/meb:24-86167

DRAFT

GENERAL ASSUMPTIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. The value opinion in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.

3. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.

4. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. No right to expert testimony is included unless other arrangements have been completed. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.

5. No rights to expert witness testimony, pre-trial or other conferences, depositions, or related services are included with this appraisal. If as a result of this appraisal process Callaway and Price, Inc., or any of its principals, its appraisal consultants or experts are requested or required to provide any litigation services, such shall be subject to the provisions of the engagement letter or, if not specified therein, subject to the reasonable availabilty of Callaway and Price, Inc. and/or said principals or appraisers at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses of Callaway and Price, Inc. either in accordance with the engagement letter or arrangements at the time, as the case may be.

6. Any material error in any of the data relied upon herein could have an impact on the conclusions reported. We reserve the right to amend conclusions reported if made aware of such error. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusion within 30 days of delivery of this report and should immediately notify us of any questions or errors.

7. The market value reported herein assumes that all taxes and assessments have been paid and assumes a fee simple interest unless otherwise reported. The body of the report will define the interest appraised if it differs.

DRAFT

8. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.

9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.

10. Our opinion of value was based on the assumption of competent marketing and management regarding the property. If there is no competent marketing and management, then the market value opinion herein may not apply.

11. Typically, the best indication of site size and boundaries is a boundary survey. We were provided a boundary survey and therefore have relied upon the client provided information.

DRAFT

LIMITING CONDITIONS

1. It should be noted that there are currently overhead powerlines within the Right-Of-Way area that has been the designated Subject of this report. We have noted that once a possible agreement is made for the Right-Of-Way abandonment on the Subject Property, that a recorded powerline easement in favor of Florida Power and Light would necessary. Therefore, the final value conclusion within this report is being made based on the hypothetical condition that an easement in favor of Florida Power & Light has been recorded on the Right-Of-Way abandonment tract.

2. We have utilized the "Across the Fence Value" methodology in appraising the Subject Property.

   "A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land."

   The Subject Property has a zoning designation of Urban Neighborhood and underlying land use of Downtown Redevelopment by the City of Stuart. In applying the across the fence value method in order to provide an opinion of market value on the Subject Property we have made the extraordinary assumption that the site would most likely be valued on the basis on these zoning and land use districts. Our search relied on the sales of vacant mixed use or residential land tracts in the market area that would be considered most similar to the surrounding properties near the Subject and based on this extraordinary assumption.

3. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of, nor did the appraisers become aware of such during their inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

DRAFT

4. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered

DRAFT



VIEW ALONG NW DIXIE HIGHWAY FACING SOUTH



VIEW OF NW DIXIE HIGHWAY FACING NORTH



VIEW ALONG NW OLEANDER STREET



VIEW ALONG NW POINSETTIA STREET



INTERIOR VIEW OF SUBJECT PROPERTY



INTERIOR VIEW OF SUBJECT PROPERTY



INTERIOR VIEW OF SUBJECT PROPERTY



INTERIOR VIEW OF SUBJECT PROPERTY



INTERIOR VIEW OF SUBJECT PROPERTY



INTERIOR VIEW OF SUBJECT PROPERTY



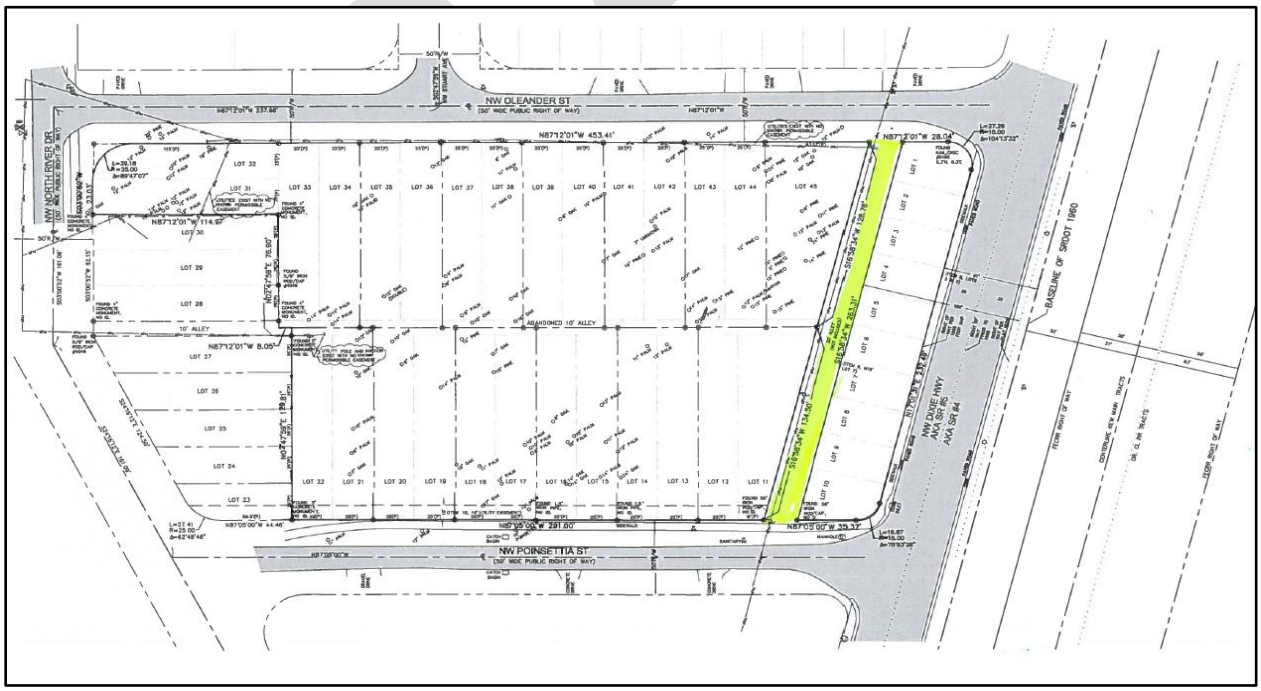
VIEW OF OVERHEAD POWERLINES



VIEW OF OVERHEAD POWERLINES



AERIAL PHOTO



DEFINITION OF THE APPRAISAL PROBLEM

Purpose, Date of Value, and Interest Appraised

The purpose of this investigation and analysis was to estimate the Market Value of the Fee Simple Estate of the Subject Property as of December 14, 2024.

Intended Use and User of Appraisal

This report has been prepared for our client, Mr. Steve Gravett of 5 Star Developers, LLC. The intended use of this report was to assist the client in evaluation of possible right-of-way road abandonment. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

Legal Description

There is currently no legal description in place for the Right-of-Way that is the Subject of this report. We have included a survey of the surrounding land area which denotes the width and length of the right-of-way area. We have relied upon this for the size of the Right-O-Way area.

Market Value

> "As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> a. Buyer and seller are typically motivated;
>
> b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
>
> c. A reasonable time is allowed for exposure in the open market;
>
> d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
>
> e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: The Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010, Pgs. 61-62.

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Interest Appraised

The interest appraised herein is the Fee Simple Estate of the Subject Property.

Fee Simple Estate

The Dictionary of Real Estate Appraisal, Seventh Edition 2022, by the Appraisal Institute, defines Fee Simple Estate on page 73 as follows:

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Marketing Time

The Dictionary of Real Estate Appraisal, Seventh Edition 2022, by the Appraisal Institute, defines Marketing Time on page 116 as follows:

> "An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which precedes the effective date of an appraisal."

"Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time."

As in most markets, properties that are priced competitively and marketed professionally will sell before others which are not. Based on this, the Subject should have a marketing time of less than 12 months, provided adequate financing is available, the property is listed for sale at market value and is marketed by a competent brokerage firm.

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Exposure Time

The Dictionary of Real Estate Appraisal, Seventh Edition 2022, by the Appraisal Institute, defines Exposure Time on pages 67 - 68 as follows:

1. "The time a property remains on the market."

2. "An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."

There is a requirement under Standard Two to report exposure time according to the latest USPAP publication. "Exposure Time" is different for various types of property under different market conditions.

We have reviewed the exposure time on the sales contained in the Sales Comparison Approach in this appraisal. Based on that data and the current market, it is our opinion that the Subject Property would have had an exposure time of approximately 12 months or less.

Across the Fence Method

The Dictionary of Real Estate Appraisal, Seventh Edition 2022, by the Appraisal Institute, defines Across the Fence Method on page 3 as follows:

"A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land."

Across the Fence Value

The Dictionary of Real Estate Appraisal, Seventh Edition 2022, by the Appraisal Institute, defines Across the Fence Value on page 3 as follows:

"In the valuation of real estate corridors, the value concluded based on a comparison with adjacent lands before the consideration of any other adjustment factors."

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SCOPE OF WORK

According to the 15th Edition of The Appraisal of Real Estate, page 75, "In the valuation process, the identification of the assignment elements leads directly into the determination of the scope of work of an assignment, i.e., the type and extent of research needed to solve an appraisal problem. Professional valuation standards place the responsibility for determining the appropriate scope of work in an appraisal assignment squarely on the shoulders of the appraiser. The scope of work for an assignment is acceptable if it leads to credible assignment results, is consistent with the expectations of parties who are regularly intended users for similar assignments and is consistent with what the actions of an appraiser's peers would be in the same or a similar assignment.

The first step in the appraisal process involved defining the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determined if the appraisal were subject to any extraordinary assumptions or hypothetical conditions.

The next step involved the inspection of the Subject Property on December 14, 2024 by Anthony D. Vercillo. The inspection allowed us to understand the physical components of the Subject Property. In addition to the inspection of the Subject Property, we also began the data-collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including a neighborhood analysis, and property data analysis. We gathered and reviewed information from the Martin County Property Appraiser's Office and the Martin County Zoning and Planning Department. In addition, we had conversations with other market participants that are actively involved with these types of properties. We also spoke with the property contact regarding possible plans for the site and other physical traits.

The third step in the process was to determine the Highest and Best Use of the Subject Property. Through the Highest and Best Use analysis, we determined the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we relied on information obtained from the data-collection process.

The final step was the application of the appropriate approaches to value. Only the Sales Comparison Approach was applicable as the Subject is being valued as vacant land. We have utilized the "Across the Fence" valuation method in order to value the Subject Property (Right-Of-Way). Given that the Subject Property is located directly between adjacent properties that were recently purchased and are under one ownership, we have considered the 2.16-acres of residential/mixed use land as a method of valuing the Subject Property.

It should also be noted that there are currently overhead powerlines existing on the Subject Property (Right-Of-Way area). It is likely that if a Right-Of-Way

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abandonment agreement was reached that an easement in favor of Florida Power & Light would be recorded. We have also considered the diminution of value that is caused by the existence of the overhead powerlines.

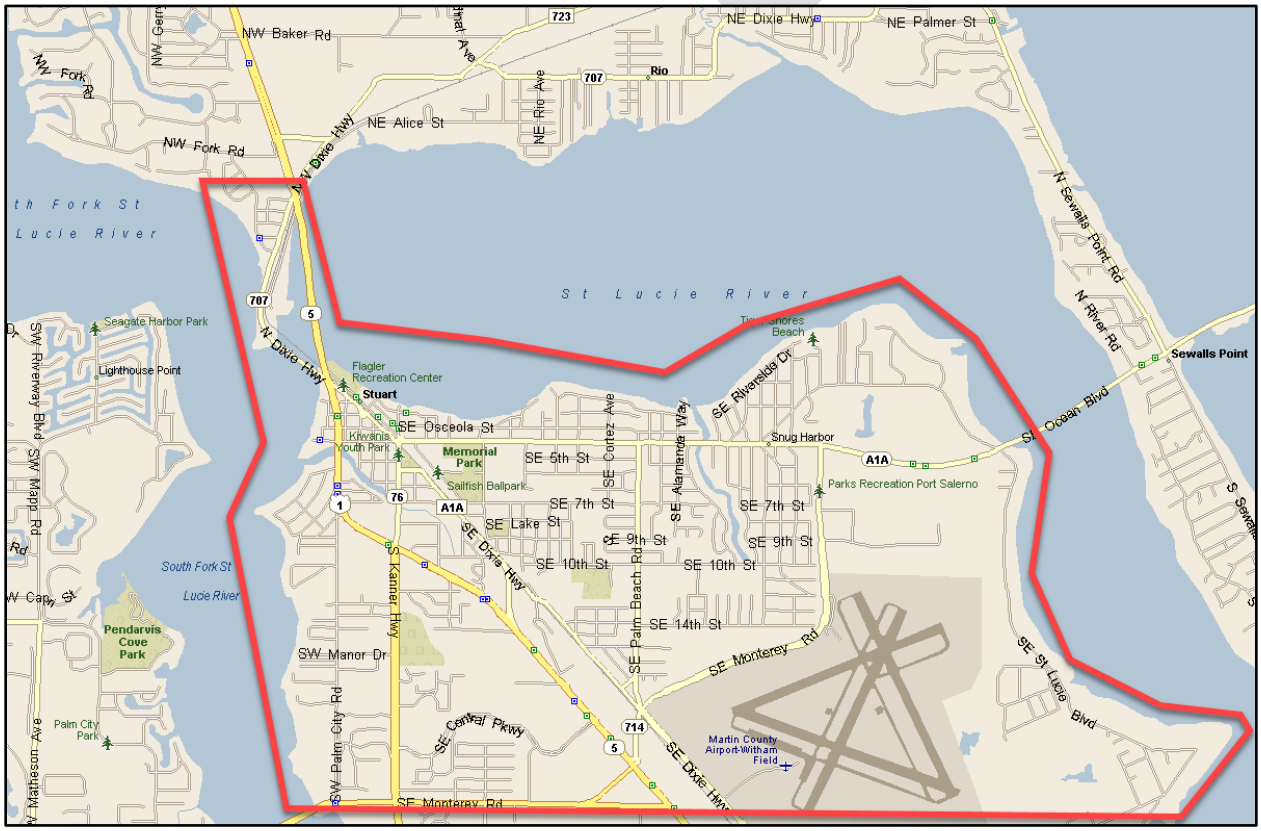
Since only the Sales Comparison Approach to value was used, no reconciliation of value was performed.

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NEIGHBORHOOD DATA

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 15th Edition on page 141 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

In the case of this appraisal assignment, neighborhood boundaries are identified by physical boundaries and surrounding land uses. The neighborhood boundaries are considered to be the St. Lucie River to the north, SW 7th Street to the south, South Fork of the St. Lucie River to the west and SE St. Lucie Boulevard to the east. The neighborhood encompasses much of the "downtown" Stuart area.



Primary east/west access is provided by East Ocean Boulevard, which runs from Colorado Avenue on the east to Hutchinson Island, east of the neighborhood. Access north and south is provided by U.S. Highway 1, Dixie Highway and several smaller streets which run throughout the neighborhood. Both U.S. Highway 1 (new Roosevelt

Bridge) and N. Dixie Highway (old Roosevelt Bridge) provide access across the St. Lucie River. Development within the neighborhood dates back to the early 1900s.

The immediate neighborhood is the location of the municipal offices of the City of Stuart, the Martin County Courthouse and Martin Memorial Hospital. The presence of these entities has made the neighborhood a popular area for medical, professional, and legal offices. Much of the neighborhood consists of small offices, many of which have been converted from single-family homes over the years.

Commercial development consists primarily of small professional offices and retail development. Retail development is located along Flagler Avenue in the western portion of the neighborhood and consists of local retail shops and restaurants. Residential properties are also prevalent within the neighborhood, given its downtown location and the location attributes of the St. Lucie River. Waterfront properties are used for primarily residential and some commercial development and are limited in supply.

Several of the mixed-use projects are waterfront and several are on interior lots with water (river) views. The mixed-use projects have commercial uses on the lower floors (retail first floor and office on first and second floors) with residential units above. Several of these projects are: The Harborage Yacht Club Marina and Cottages; The Esplanade at Downtown Stuart; Osceola Place and the Civitas Place. The newest proposed mixed-use development is located on the NW and NE corners of SE Ocean Boulevard and SE Detroit Street that will be known as Amarela. Amarela will contain approximately 10,000 square feet of ground floor retail space and 2nd floor office space as well as 31 rental apartments and 8, 3-story townhouse units. This project was slated to begin in mid-2020, with a projected completion date in late 2021 but was delayed due to the pandemic. One more recent market trend that has indicated some increase in activity is the small, owner/user type office building in the downtown area. There have been some continued sales in the last few years in the downtown Stuart area, where the buyer bought older or renovated office buildings and planned on using them for or professional offices.

Conclusion

The Subject neighborhood is in the heart of downtown Stuart and is a popular area for residential, office and retail users. There has been increased professional office activity in the downtown area in the last couple of years, particularly near the Martin Memorial Hospital corridor along Osceola Street as well as along SE Ocean Boulevard. Property values have seen some subtle increases in this corridor along SE Ocean Boulevard and SE Osceola Street. This downtown area of Stuart has experienced a major revitalization period and is expected to continue going forward.

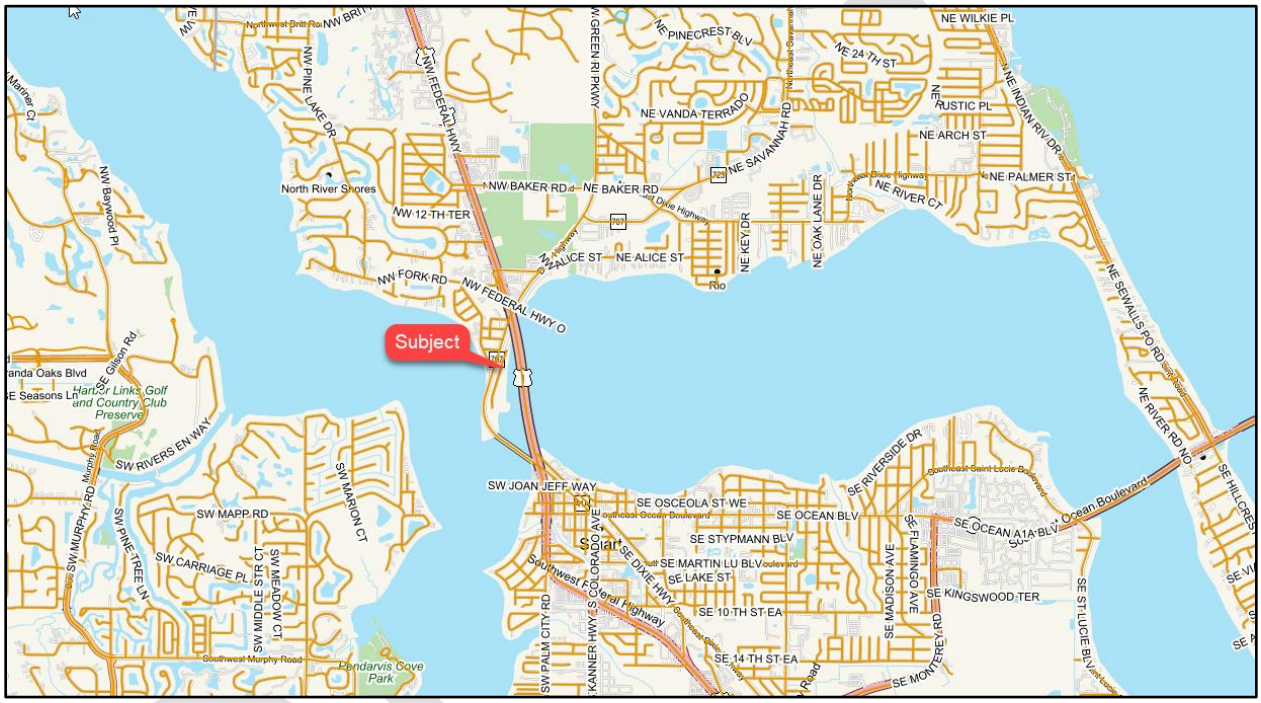
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PROPERTY DATA

Location

The Subject Property is located between NW Oleander Street and NW Poinsettia Street and just west of NW Old Dixie Highway in Stuart, Florida. There is no physical street address for the site Right-Of-Way. For the reader's convenience, a location map is located below.

Location Map



Zoning

The site is zoned UN, Urban Neighborhood, by the City of Stuart. This zoning district refers to a centrally located area characterized by a mix of older, established homes, small businesses, and community amenities, often situated to the downtown core, offering residents easy access to shops, restaurants, and cultural attractions, while maintaining a relatively close-knit neighborhood feel. This zoning designation allows for a wide variety of both residential and commercial uses and learn largely upon the future land use designation as well as the City of Stuart CRA.

It must be noted that on September 18, 2024 the city commission voted 3-1 on approval on a Zoning in Progress (ZIP) in the City of Stuart. This essentially means there is a temporary hold on the issuing of building permits. It was indicated that the initial hold was for three months. However, City Commission recently voted to approve a 90-day extension

that would run into early March 2025. This does not affect or change any PUD approvals that my or not be in place on properties, however, needs to be mentioned as it slows the potential issuing of actual building permits.

Land Use

The Subject Property has a land use designation of Downtown Redevelopment.

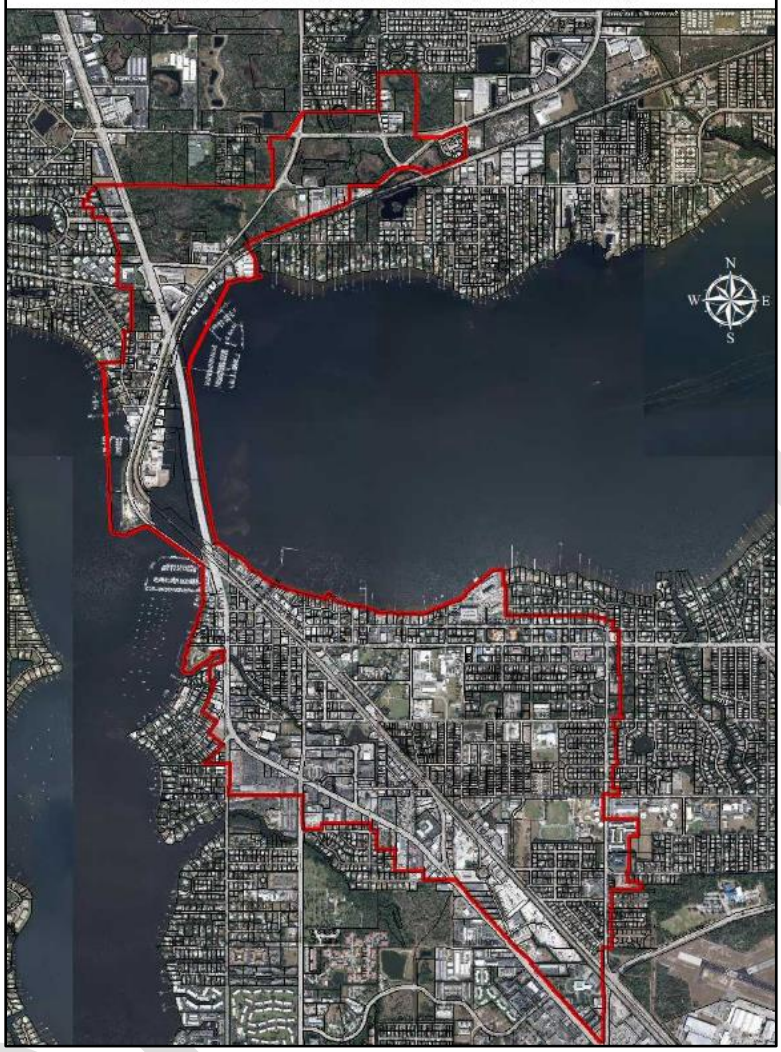
The Downtown Redevelopment Land Use includes the land area within the Stuart Community Redevelopment Agency. General uses permitted include low density residential, multi-family residential, office, commercial, recreation, lodging, civic uses, conservation, and mixed-use projects. Individual projects and sites may consist of single uses. However, a mix of residential uses and nonresidential uses shall be required within this designation as a whole.

City of Stuart CRA

The Subject Property is also located within the CRA Center for City of Stuart, future use land designated area.

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Community Redevelopment Agency (CRA) Area Map



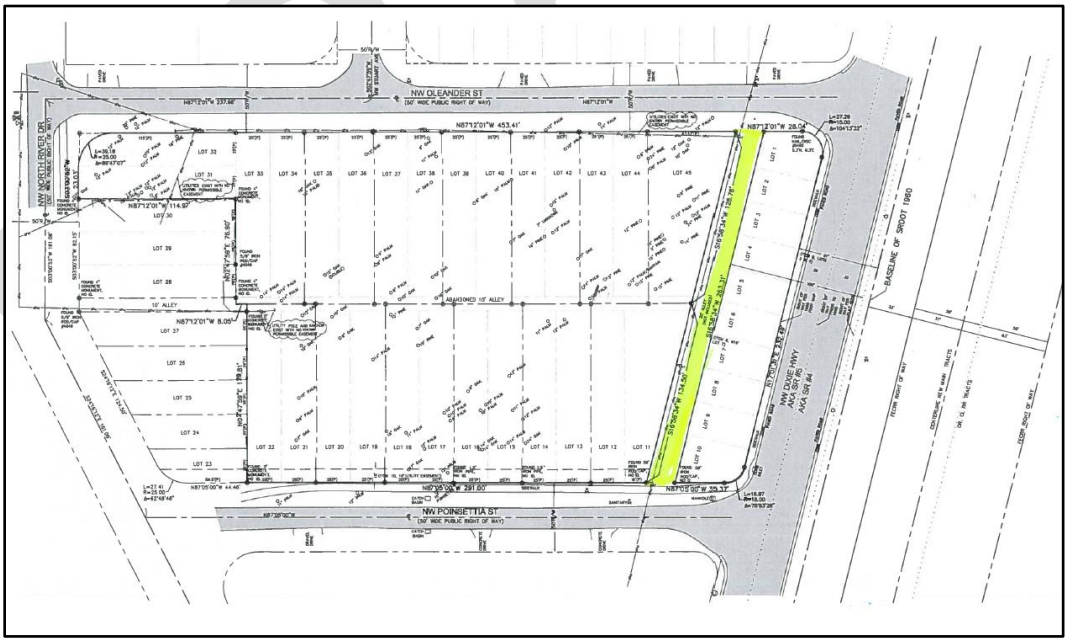
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Over the years, the Historic Downtown lost its luster, and much of the traditional retailing had died out. The City recognized the decline and created the City of Stuart Community Redevelopment Agency (CRA) in order to assist in the revitalization of the downtown and surrounding neighborhoods. The CRA was initially created in 1986 and then re-established and expanded in 1998, 2002, 2010 and 2016 to reflect suggested changes introduced in the MSCW, Evaluation Report (2008) and the following extensive research of the extent of the CRA area.

Today, the expanded CRA encompasses approximately 1,168 acres both north and south of the Roosevelt Bridge. The northern part of the CRA is generally bounded by the St. Lucie River on part of its eastern, southern and western edges and contains property fronting on U.S. 1 and State Road 707. Much of the Haney Creek conservation area north of the Bridge is included in the CRA, as well as the proposed mixed-use development called Avonlea. The southern part of the CRA generally contains the Historic Downtown, historic neighborhoods such as Frazier Addition and Potsdam, the commercial properties along East Ocean Boulevard, the area between Frazier Creek and U.S. 1, the properties along Colorado Avenue and the East Stuart area.

Site Size, Shape and Access

The Subject Property (Right-Of-Way) is mostly rectangular in shape and contains 0.12 acres or 5,266 square feet (263.31' length & 20' width). Located below is a survey of the Subject Property.



Utilities

Water and Sewer are available to the Subject Property from the City of Stuart. FPL provides electrical service and AT&T provides telephone services.

Topography

The Subject site is generally level and at road grade with surrounding roadways. The site appears to be well drained based upon visual inspection. At the present time, the site is mostly naturally occurring vegetation.

Per a review of the U.S. Fish and Wildlife National Wetlands Mapper, the site has no designated wetlands.

Hazardous Waste Conditions

There were no hazardous waste sites that were observed during our inspection of the Subject Property.

Census Tract

The Subject Property lies within Census Tract 5.01.

Easements

It is worth noting that there are currently overhead powerlines located within the Right-Of-Way, which is the Subject of this report. If the Right-Of-Way is abandoned as proposed, there will likely be an easement recorded in favor of Florida Power & Light. This has been considered in the valuation of this report.

Deed Restrictions

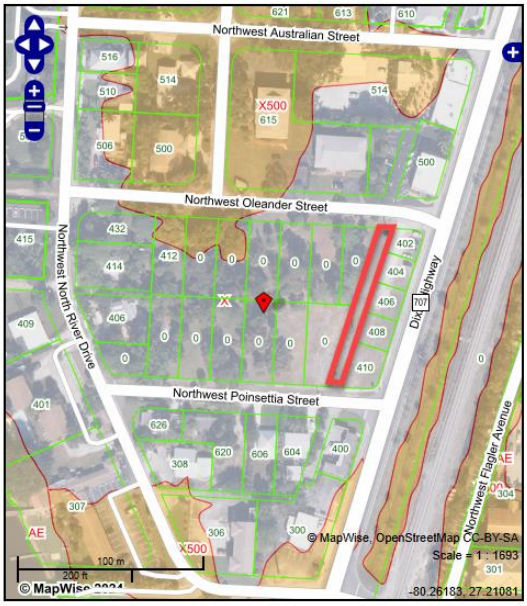
There are no known deed restrictions on the Subject Property.

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Flood Hazard Zone

Flood Report

Address (from parcels)	0 NW OLEANDER ST
FEMA Data Source	DFIRM - Digital Flood Information Rate Map
Inside Special Flood Hazard Area?	OUTSIDE SPECIAL FLOOD HAZARD AREA
Risk Level	MODERATE TO LOW RISK AREAS
Flood Zone(s)	X
Description(s)	X = OUTSIDE FLOODPLAIN
Base Flood Elevation	N/A
NFIP Community Name	City of Stuart
County	MARTIN
State	Florida
NFIP Community Number	120165
NFIP Map Number or Community Panel Number	12085C0134H
Inside CBRA?	FALSE
CBRA Type	N/A
Map Panel Effective Date	2020-02-19 05:00:00+00
LOMA/LOMR (yes/no)	UNKNOWN - check map
LOMA/LOMR Date	UNKNOWN - check map



Assessed Value and Taxes – 2024

No taxes apply to the Subject Property as this time as it is a city-owned Right-Of-Way.

Property History

A title search was not provided by the client, nor did our office perform one. According to the Martin County Property Appraiser's Office, the Subject Property is currently under the ownership of City of Stuart. There have been no sales of the Subject Property as it is currently a Right-Of-Way.

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HIGHEST AND BEST USE ANALYSIS

The Dictionary of Real Estate Appraisal, Seventh Edition 2022, by the Appraisal Institute defines Highest and Best Use on pages 88 - 89 as follows:

> "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

To estimate the Highest and Best Use of the Subject, we have considered those uses which are legally permissible, physically possible, financially feasible, and maximally productive. Consideration was given to individual features of the land such as size, shape, location, access to roadways, and the availability of utilities. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

Conclusion – As Vacant

It is our opinion that the Highest and Best Use of the Subject Property is for future residential use in conjunction of the neighboring parcels. The reasons for this conclusion are as follows:

1. The Subject Property has a zoning classification of UN, Urban Neighborhood with a Downtown Redevelopment future land use. R-3A with a COR Land Use. The property is also located within the Corridor classification CRA City of Stuart overlay. The existing zoning and land use allow for a mixture of commercial and residential development.

2. The Subject Property contains 5,266 square feet of 0.12 acres. The site size and shape does not allow for any development as a standalone parcel. The Subject Property along with surrounding properties would have development schemes including single-family or multi-family residential development. It should be noted that there are currently overhead powerlines located on the Subject Right-Of-Way. Even of the Right-Of-Way is abandoned, once an easement in favor of Florida Power & Light is recorded, there will still be some physical limitations as to what can be placed on the easement area.

3. Currently there is demand for new residential development, as this market has improved over the last three years. There has been some new development in the area. Research indicates that finished homes in the immediate area are selling for $600,000 to over $1,500,000.

4. Based on the "Across the Fence Value Method" being used in this report in conjunction with the extraordinary assumption that the Subject Property would be zoned Urban Neighborhood, it is our opinion that the maximally productive use of the Subject Property would be to be used as part of a future residential

development. It should be noted that a proposed right-of-way abandonment would likely include an easement record in favor of Florida Power & Light and would have some physical limitations with regard to development. However, it would make the land parcels east and west of the current right-of-way contiguous and allow for a more fluid development plan.

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LAND VALUE ANALYSIS

According to the 15th Edition of The Appraisal of Real Estate on page 35, developing an opinion of land value can be considered a separate step in the valuation model or an essential technique for applying certain approaches to value, depending on the defined appraisal problem and on the highest and best use analysis. The relationship between highest and best use and land value may indicate whether an existing use is the highest and best use of the land.

An appraiser can use several techniques to obtain an indication of land value:

- Sales Comparison
- Extraction
- Allocation
- Subdivision Development
- Land Residual
- Ground Rent Capitalization

The most common way to develop an opinion of land value is by sales comparison. When few sales are available, however, or when the value indications produced through sales comparison need additional support, procedures like extraction or allocation may be applied. In the case of the Subject Property, the only approach used was the sales comparison approach.

Discussion of Vacant Land Sales

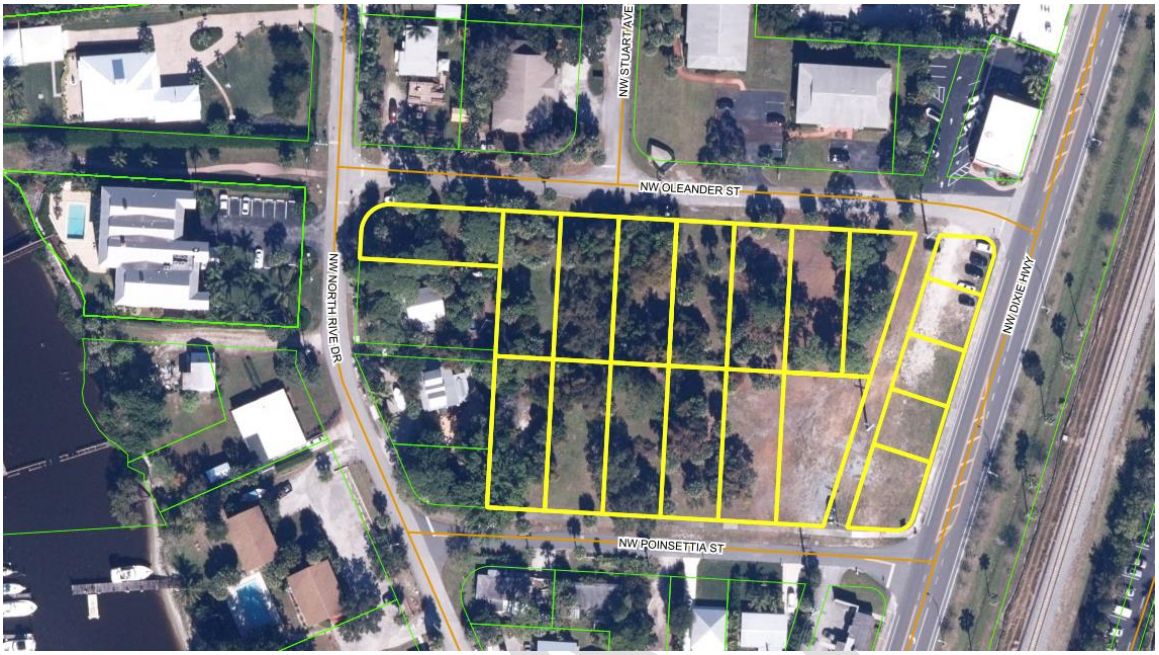
In order to estimate the value of the Subject site, a search was made for sales with development potential similar to the Subject. We made a specific search for vacant residential land sales located within the market area with similar uses and/or future development potential. We considered the price per square foot in our analysis.

In our opinion, the best available land sales data that would be considered the most comparable to the Subject Property have been used in this analysis. All of the comparables were considered with regard to property rights appraised, financing, conditions of sale, time or market conditions, location, size, site quality/amenities, unit density/ per acre, access/frontage, utilities, and approvals.

Details of each sale along with a location map are located on the following pages. A sales chart and discussion follow.

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Land Sale No. 1



Property Identification

Record ID	5543
Property Type	Commercial/Residential, Vacant Land
Address	402 NW Dixie Highway, Stuart, Martin County, Florida
Tax ID	32-37-41-004-004-00110-0
Latitude, Longitude	N27.210205, W-80.261204

Sale Data

Grantor	Riverside Park Realty Group, LLC
Grantee	Bayshore Executive Investments, LLC
Sale Date	May 13, 2024
Deed Book/Page	3436/2847
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller

Sale Price	$3,000,000
Cash Equivalent	$3,000,000
Adjusted Price	$3,000,000

Land Data

Zoning	Urban Neighborhood
Topography	Generally level at road grade
Utilities	All available
Shape	Mostly Rectangular

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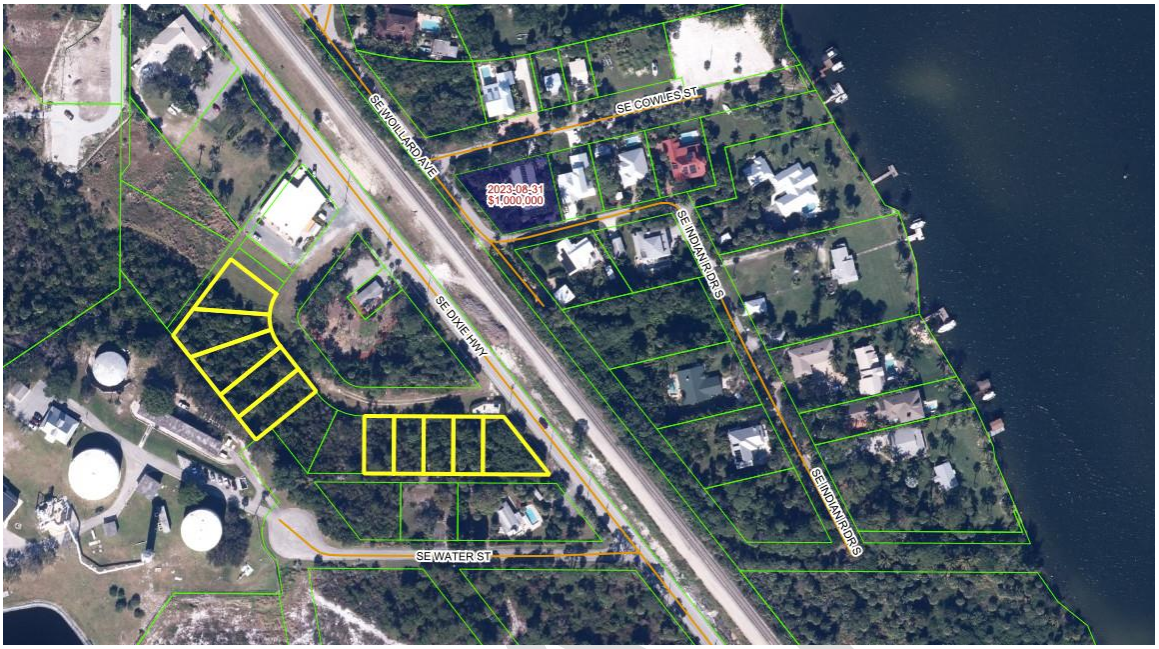
Land Size Information
Gross Land Size 2.160 Acres or 94,090 SF

Indicators
Sale Price/Gross Acre $1,388,883 Actual or $1,388,883 Adjusted
Sale Price/Gross SF $31.88 Actual or $31.88 Adjusted

Remarks
This is the May 2024 sale of the lot assemblage/vacant land tract located along the west side of NW Dixie Highway and between NW Oleander Street and NW Poinsettia Street in the City of Stuart, Florida. The site contains a total of 2.16 acres and is mostly rectangular in shape. It should be noted that the front portion of land was separated from the rear lots by a Right-Of-Way easement at the time of sale. Based on the zoning and land use designations of the Subject, a mixture of commercial and residential could be possible. However, the buyer has plans to buy the property with a residential use.

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Land Sale No. 2



Property Identification

Record ID	5538
Property Type	Commercial/Residential, Vacant Land
Address	Hobe Sound, Martin County, Florida
Location	West of SE Dixie Highway and north of SE Water Street
Tax ID	26-39-42-001-00540-0, Multiple Parcels
Latitude, Longitude	N27.052621, W-80.122768

Sale Data

Grantor	Bright Homes, LLC
Grantee	SE Hillside Circle
Sale Date	January 26, 2024
Sale Price	$1,700,000
Cash Equivalent	$1,700,000
Adjusted Price	$1,700,000

Land Data

Zoning	B-1
Topography	Generally level and a road grade
Utilities	All available along SE Dixie
Shape	Irregular

Land Size Information

Gross Land Size	1.540 Acres or 67,082 SF

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Indicators

Sale Price/Gross Acre	$1,103,896 Actual or $1,103,896 Adjusted
Sale Price/Gross SF	$25.34 Actual or $25.34 Adjusted

Remarks

This is the January 2024 sale of the 1.54-acre land tract located west of SE Dixie Highway and just north of SE Water Street in Hobe Sound. Florida. The site consists of an 11-lot portfolio and was purchased to build infrastructure for a single-family subdivision. At the time of sale there was a "paper" road on place SE Hillside Drive. After the purchase, the buyer constructed a road as well as sidewalks is not marketing the property.

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Land Sale No. 3



Property Identification

Record ID	5361
Property Type	Commercial, Commercial Land
Address	Stuart, Martin County, Florida
Location	West side of Colorado Avenue and just north of SW Federal Highway
Tax ID	05-38-41-032-000-00020-0
Latitude, Longitude	N27.193539, W-80.253396

Sale Data

Grantor	Ted Glasrud Associates Fl, LLC
Grantee	Victoria Garden Inns, LLC
Sale Date	January 29, 2024
Deed Book/Page	3417/1447
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller

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Sale Price	$2,150,000
Cash Equivalent	$2,150,000
Adjusted Price	$2,150,000

Land Data

Zoning	Urban Center
Topography	Generally level and at road grade
Utilities	All available
Shape	Mostly Rectangular

Land Size Information

Gross Land Size	1.620 Acres or 70,567 SF

Indicators

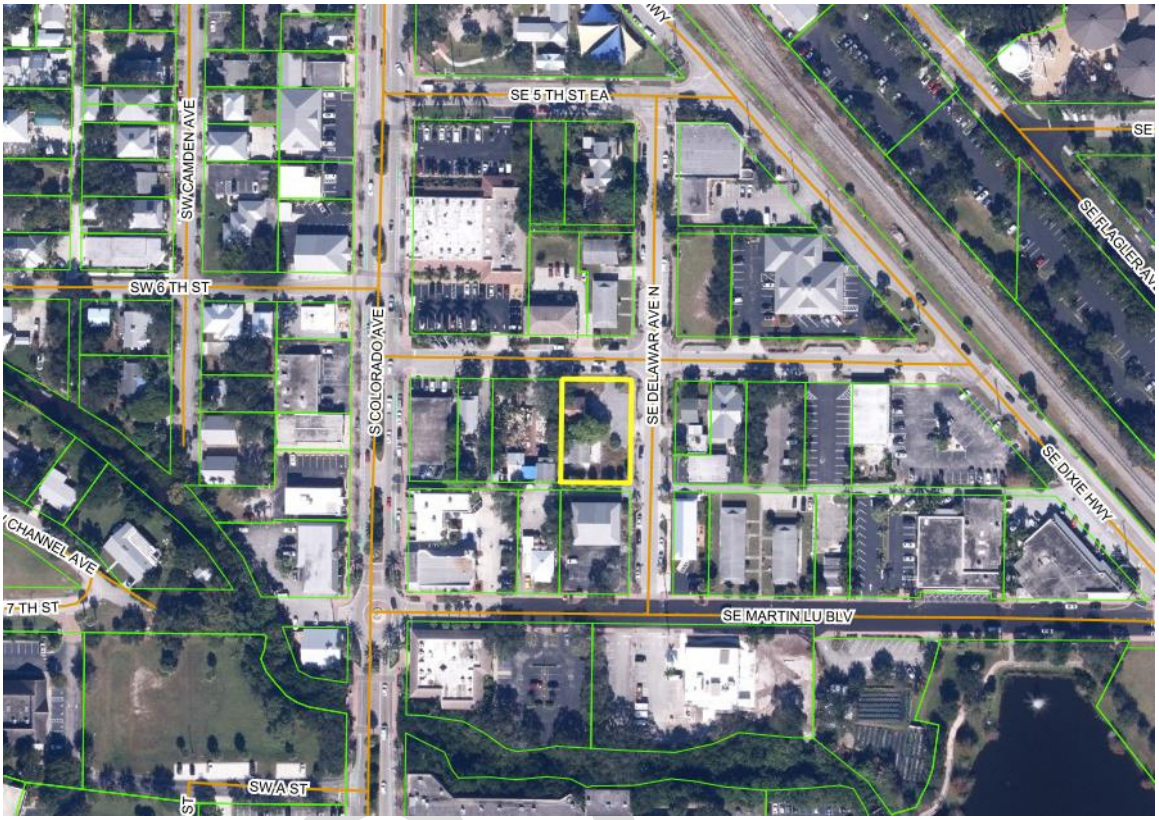
Sale Price/Gross Acre	$1,327,164 Actual or $1,327,164 Adjusted
Sale Price/Gross SF	$30.47 Actual or $30.47 Adjusted

Remarks

This is the January 2024 sale of the vacant commercial land located along the west side of Colorado Avenue and approximately 600 feet north of SW Federal Highway in Stuart. The site is mostly rectangular in shape and contains a total of 1.62 acres. It was purchased for the possible development of a small Inn or hotel.

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Land Sale No. 4



Property Identification

Record ID	5362
Property Type	Commercial, Commercial Land
Address	34 SE 6th Street, Stuart, Martin County, Florida
Tax ID	04-38-41-024-003-00010-0
Latitude, Longitude	N27.194698, W-80.251973

Sale Data

Grantor	AGC Stuart, LLC
Grantee	FL Props, LLC
Sale Date	December 02, 2023
Deed Book/Page	3410/1706
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller

Sale Price	$575,000
Cash Equivalent	$575,000
Adjusted Price	$575,000

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Land Data

Zoning	Urban Center
Topography	Generally level and at road grade
Utilities	All available
Shape	Mostly Rectangular

Land Size Information

Gross Land Size	0.300 Acres or 13,068 SF

Indicators

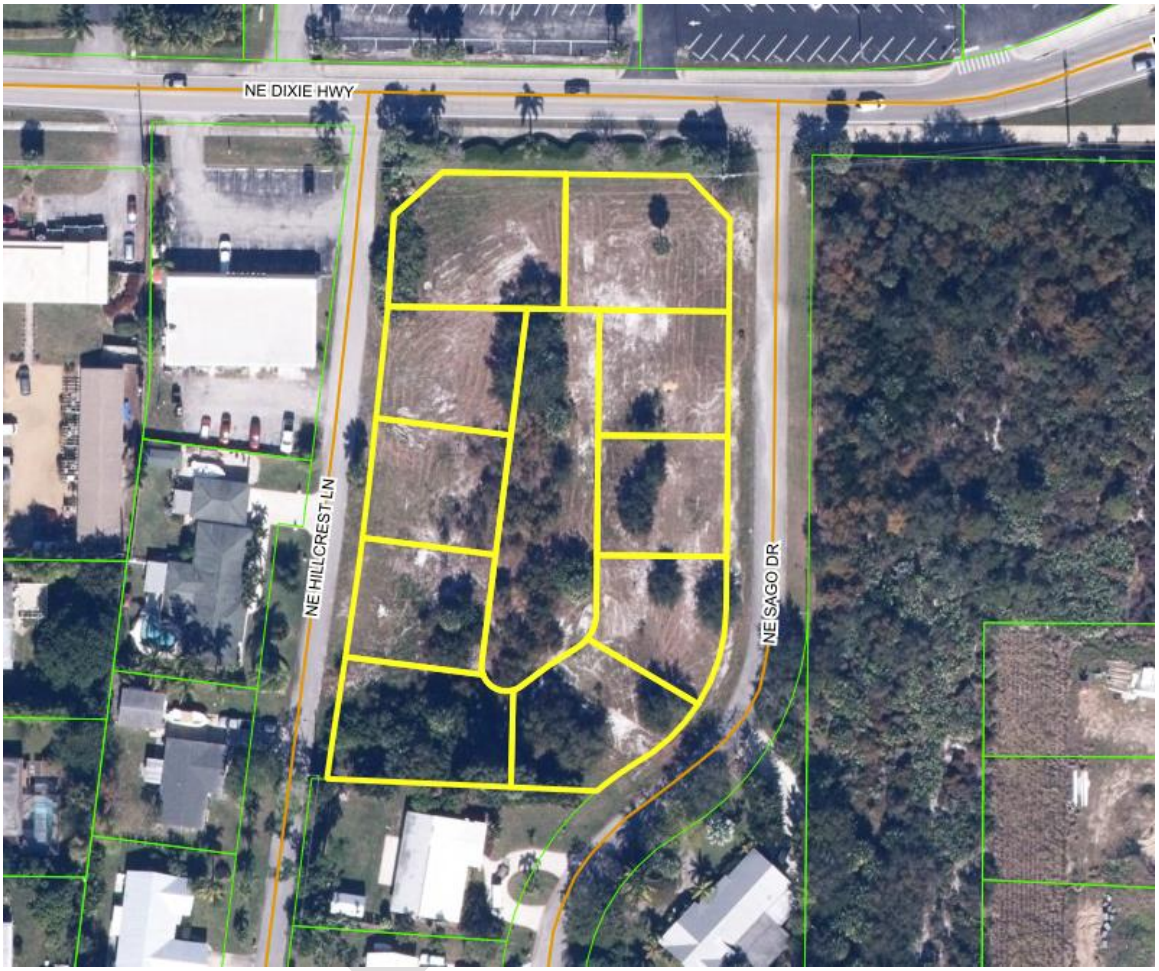
Sale Price/Gross Acre	$1,916,667 Actual or $1,916,667 Adjusted
Sale Price/Gross SF	$44.00 Actual or $44.00 Adjusted

Remarks

This is the December 2023 sale of the commercial land located along the southwest corner of 34th Street and SE Delaware Avenue North in the City of Stuart. The site is mostly rectangular in shape and contains a total of 0.30 acres. There was an older single-family residence on site at the time of sale, however, it was in poor condition (Built 1930) and no contributory value to the site. There were no immediate development plans for the site.

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Land Sale No. 5



Property Identification

Record ID	5539
Property Type	Commercial/Residential, Vacant Land
Address	Hobe Sound, Martin County, Florida
Location	Southwest Corner of NW Dixie Highway and NE Sago Drive
Tax ID	27-37-41-020-000-00090-0, Multiple Parcels
Latitude, Longitude	N27.222413, W-80.221982

Sale Data

Grantor	Sago Bluff, LLC
Grantee	KOA Development, LLC
Sale Date	November 20, 2023

Sale Price	$1,250,000
Cash Equivalent	$1,250,000
Adjusted Price	$1,250,000

Land Data

Zoning	R3-A
Topography	Generally level and a road grade
Utilities	All available
Shape	Irregular

Land Size Information

Gross Land Size	1.860 Acres or 81,022 SF

Indicators

Sale Price/Gross Acre	$672,043 Actual or $672,043 Adjusted
Sale Price/Gross SF	$15.43 Actual or $15.43 Adjusted

Remarks

This is the November 2023 sale of the 1.86-acre land tract located at the southwest corner of NW Dixie Highway and NE Sago Drive in Jensen Beach, Florida. The site had approvals for a 10-lot subdivision at the time of sale. Each lot already had paved road frontage at the time of sale. The buyer had plans to clear the property, add sidewalks and retention and move forward with a 10-lot single-family subdivision with coastal style homes.

DRAFT

Land Sale No. 6



Property Identification

Record ID	4967
Property Type	Commercial, Commercial Land
Address	Stuart, Martin County, Florida
Location	Northwest corner of SE Commerce Avenue and SE Salerno Road
Tax ID	51-38-41-001-034-00130-8 & 51-38-41-001-034-00090-6
Latitude, Longitude	N27.144828, W-80.199891

Sale Data

Grantor	4878 Commerce RE LLC
Grantee	Capital C Inc.
Sale Date	October 13, 2022
Deed Book/Page	3341/638
Property Rights	Fee Simple
Conditions of Sale	Arm's length transaction
Financing	Cash to Seller

Sale Price	$1,050,000
Cash Equivalent	$1,050,000
Adjusted Price	$1,050,000

DRAFT

Land Data

Zoning	Port Salerno Redevelopment District
Topography	Generally level and at road grade
Utilities	All available
Shape	Rectangular

Land Size Information

Gross Land Size	1.295 Acres or 56,410 SF

Indicators

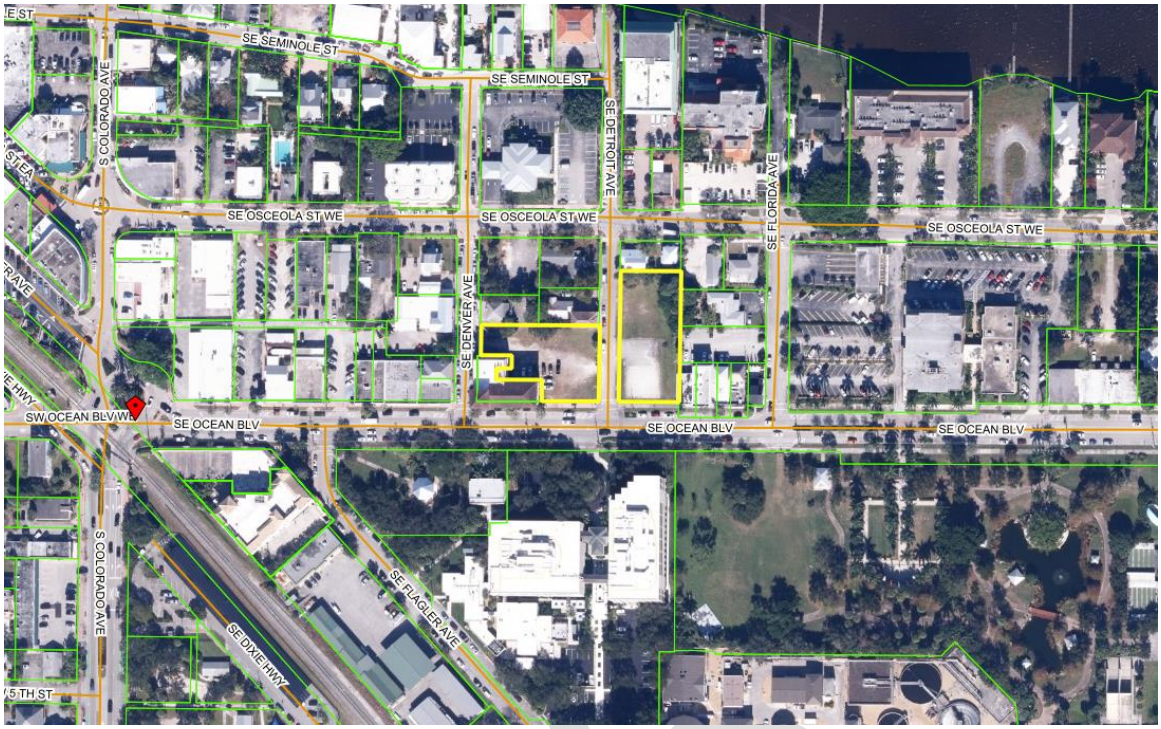
Sale Price/Gross Acre	$810,814 Actual or $810,814 Adjusted
Sale Price/Gross SF	$18.61 Actual or $18.61 Adjusted

Remarks

This is the October 2022 sale of the vacant commercial land tract located on the northwest corner of SE Commerce Avenue and SE Salerno Road in Port Salerno (Stuart), Florida. The site is rectangular in shape and contains a total of 1.30 acres. It has road frontage along SE Salerno Road, SE Commerce Avenue, and SE Seaward Street. The property was purchased as an investment with hopes for future development with a commercial or retail use in conjunction with the Port Salerno Downtown CRA. Residential development was also a possibility for up to a maximum of 19 units.

DRAFT

Land Sale No. 7



Property Identification

Record ID	4970
Property Type	Commercial, Commercial Land
Address	103 SE Ocean Boulevard, Stuart, Martin County, Florida
Location	North side of SE Ocean Boulevard and on both the east and west sides of SE Detroit Avenue
Tax ID	04-38-41-006-000-00410-4 & 04-38-41-006-000-00210-6
Latitude, Longitude	N27.197888, W-80.250052

Sale Data

Grantor	Bomar, LLC
Grantee	Stuart Courthouse, LLC
Sale Date	August 02, 2022
Deed Book/Page	3330/2026
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller

Sale Price	$800,000
Cash Equivalent	$800,000
Adjusted Price	$800,000

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Land Data

Zoning	UC, Urban Center
Topography	Generally level and at road grade
Utilities	All available
Shape	Mostly Rectangular

Land Size Information

Gross Land Size	0.930 Acres or 40,511 SF

Indicators

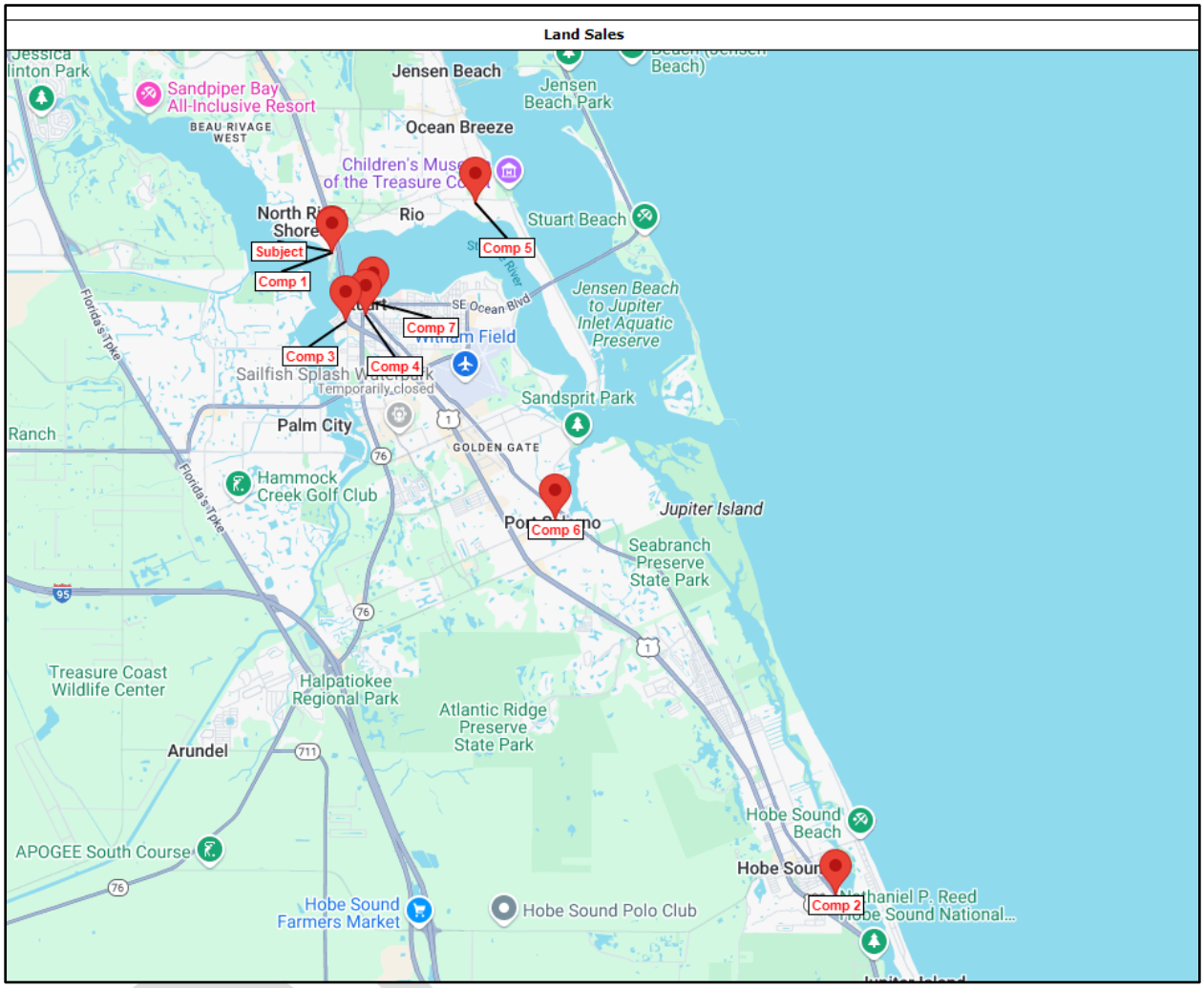
Sale Price/Gross Acre	$860,211 Actual or $860,211 Adjusted
Sale Price/Gross SF	$19.75 Actual or $19.75 Adjusted

Remarks

This is the August 2022 sale of two vacant land parcels located along the north side of SE Ocean Boulevard and split by SE Detroit Avenue in Stuart, Florida. The site contains a total of 0.93 acres and is located directly north of the Stuart Courthouse in the downtown city of Stuart. There were no immediate development plans for the site.

DRAFT

Comparable Sales Map



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Discussion of Adjustments

We analyzed the Subject Property based on price per square foot as this is one of the more recognized units of comparison in this market. The comparables indicated an unadjusted range from $15.43 to $44.00 per square foot. The comparables are shown below.

Vacant Comparable Land Sales
Callaway & Price, Inc. #24-86167

Sale Number	Subject	1	2	3	4	5	6	7
Record ID Number	**-**	**5543**	**5538**	**5361**	**5362**	**5539**	**4967**	**4970**
OR BK/PG	-	3436/2847	3418/1594	3417/1447	3410/1706	3407/2125	3341/638	3330/2026
Sale Price	-	$3,000,000	$1,700,000	$2,150,000	$575,000	$1,250,000	$1,050,000	$800,000
Additional Consideration	$0	$0	$0	$0	$0	$0	$0	$0
Adjusted Sales Price	-	$3,000,000	$1,700,000	$2,150,000	$575,000	$1,250,000	$1,050,000	$800,000
Size - Acres (Useable)	2.16	2.16	1.54	1.62	0.30	1.86	1.30	0.93
Size - Square Feet	94,090	94,090	67,082	70,567	13,068	81,022	56,410	40,511
Price/Square Foot	-	$31.88	$25.34	$30.47	$44.00	$15.43	$18.61	$19.75
Location	402 NW Dixie Highway	402 NW Dixie Highway	Along SE Hillside Circle and just west of SE Dixie Highway	West side of Colorado Avenue and just north of SW Federal Highway	34 SE 6th Street	Southwest corner of NW Dixie Highway and NE Sago Drive	4878 SE Commerce Avenue	103 SE Ocean Blvd
City	Stuart	Stuart	Hobe Sound	Stuart	Stuart	Jensen	Stuart	Stuart
Arm's Length	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Property Rights	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee
Date of Sale (Contract)	-	May-24	Jan-24	Jan-24	Dec-23	Nov-23	Oct-22	Aug-22
Date of Value	Dec-24							
Zoning	UN, Urban Neighborhood	B-1	B-1	UC, Urban Center	UC, Urban Center	R-3A	Port Salerno Redevelopment Dist.	UC, Urban Center
Future Land Use	Downtown Redevelopment	Commercial Limited	Commercial Limited	Downtown Redevelopment	Downtown Redevelopment	CRA Center	CRA Center	Downtown
Property Rights Adj.	0%	0%	0%	0%	0%	0%	0%	0%
Condition of Sale Adj.	0%	0%	0%	0%	0%	0%	0%	0%
Market Condition Adj.	0%	0%	0%	0%	0%	0%	15%	15%
Adjusted Price Per SF	**-**	**$31.88**	**$25.34**	**$30.47**	**$44.00**	**$15.43**	**$21.41**	**$22.71**
Physical Adjustments								
Location	0%	0%	0%	0%	0%	20%	20%	0%
Size	0%	0%	0%	0%	-25%	0%	0%	0%
Access/Frontage	0%	0%	5%	0%	0%	0%	0%	0%
Zoning	0%	0%	0%	0%	0%	0%	0%	0%
Site Quality/Topography	0%	0%	0%	0%	0%	0%	0%	10%
Total Physical Adjustment	0.00%	0.00%	5.00%	0.00%	-25.00%	20.00%	20.00%	10.00%
Adjusted Price Per SF	-	$31.88	$26.61	$30.47	$33.00	$18.51	$25.69	$24.98

Average	$26.54
Minimum	$18.51
Maximum	$33.00
Median	$26.15

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Property Rights Conveyed

All the sales in this analysis were transferred on a Fee Simple Estate basis, with the buyers receiving full property rights ownership. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustment was considered necessary for property rights conveyed.

Terms of Financing (Cash Equivalency)

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the sales analyzed herein involved either market terms or cash to Grantor. Therefore, no adjustments were made, nor any cash equivalency performed.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. No adjustments were considered necessary for conditions of sale to the closed sales. No adjustments were warranted.

Expenditures Made

A knowledgeable buyer considers expenditures that will have to be made upon purchase of the property because these costs affect the price a buyer will pay. Our sales did not require any adjustments for expenditures made after the sale.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The comparables occurred from August 2022 to May 2024. An analysis of the available sales during this time period noted that there has been some value increases since the sales that occurred in 2022. Therefore, we have made upward adjustments to Comparables 6 and 7. The remaining sales were considered to be good indications of more recent market conditions, and no other adjustments were warranted.

Location

The Subject Property is located along the west side of NW Old Dixie Highway and between NW Oleander Street and NW Poinsettia Street in the City of Stuart. It is considered part of the Downtown City of Stuart and located within the redevelopment area (CRA). It is also worth noting that it is located in an area within close proximity to the waterway. Comparables 5 and 6 were considered to be of inferior locations and have been adjusted upward. The remaining comparables were considered similar and no further adjustments were noted.

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Size

The Subject Property Right-Of-Way easement itself contains 0.12 acres or 5,266 square feet. However, as previously mentioned in the report, we have used a size of 2.16 acres within the across the fence value methodology. This size was established as the right-of-way is located between several parcels that are under one ownership and were recently purchased as an assemblage for future residential development.

All of the comparables were considered similar with regard to size with the exception of Comparable 4. This site is 0.30 acres and is considerably smaller. Given the smaller sites typically sell for a higher price per square foot due to the economies of scale, we have made a downward adjustment. No other adjustments were considered necessary to the remaining sales.

Access/Frontage

The Subject Property has good, paved road access. All of the comparables have good, paved road frontage and access with exception of Comparable 2. This site was purchased for the development of 11 homes; however, the buyer was going to need to pave the roadway to access the lots purchased. Therefore, we have made an upward adjustment. and no adjustments were necessary. The remaining sales were all considered similar, and no other adjustments were made.

Zoning

The Subject Property and all of the comparables are considered similar in regard to zoning and development potential. The Subject does have some approvals, and this was considered in the overall value of the Subject Property.

Site Quality/Topography

The Subject Property as well as all of the comparables were considered similar with this regard and no adjustments were warranted.

Conclusion

We have considered all of the comparable data as it shows some of the more recent medium to higher density residential activity or commercial/mixed use sites in the area. Overall, the comparables noted an adjusted range from $18.51 to $33.00 per square foot, with an average indication of $26.16 per square foot and median indication of $26.15 per square foot. We have paid particular attention to Comparables 1, 2, 3, and 4 as they are the most recent transactions. Additionally, Comparable 1 is the recent sale surrounding the Subject Right-Of-Way. These four comparables alone have an average indication of $30.49.

DRAFT

After considering all of the available data and placing more weight on Comparables 1 (Prior Subject), 2, 3, and 4, we have concluded that the Fee Simple Market Value of the Subject Property as of December 14, 2024 is best represented between $31.00 to $32.00 per square foot.

$31.00 PSF x 5,266 Square Foot = $157,980

$32.00 PSF x 5,266 Square Foot = $168,512

Say, $163,000

It should be noted that the above value conclusion does not take into account or consider the Florida Power & Light easement that based on the hypothetical condition will occur with any possible Right-Of-Way abandonment moving forward. Given that there are existing above ground powerlines (FP&L) on the right-of-way area, based on the assumption that the adjacent owner was to acquire a Right-Of-Abandonment on the Subject Property an easement in favor of Florida Power and Light would be recorded. The easement and existence of the power lines as direct impacts on the surface area and a diminution of value would be noted.

Therefore, we must consider the "As Encumbered" scenario whereas the Florida Power & Light Easement would be placed on the Right-of-Abandonment tract.

Therefore, based on the above sales data, it is our opinion that the Subject Property in the "As Encumbered" scenario would have a land value of **20%** of the Fee Simple unencumbered value conclusion ("Unencumbered") scenario.

To further support the above percentage, we have provided an easement matrix published by Donald Sherwood summarizing different findings and data for easement types. The Subject Property as encumbered by a possible future Florida Power & Light powerline easement would best be applied under the "Major to Severe" impact on surface use per the matrix below. Per the matrix, an easement or restriction considered to have "major or severe" impacts on a property's surface use would have a 75% to 100% diminution as a percentage of fee. Based on our conclusion of land value of 20% as a percentage of fee, this would indicate an 80% diminution of the site's value. The data below for major to severe impacts provides another level of support to our conclusion.

EASEMENT VALUATION MATRIX

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	• Severe impact on surface use • Conveyance of future uses	• Overhead electric • Flowage easements • Railroad right-of-way • Irrigation canals • Access roads
75% - 80%	• Major impact on surface use • Conveyance of future uses	• Pipelines • Drainage easements • Flowage easements
51% - 74%	• Some impact on surface use • Conveyance of ingress/egress rights	• Pipelines • Scenic easements
50%	• Balance use by both owner and easement holder	• Water or sewer lines cable line • Telecommunications
20% - 49%	• Location along a property line, location across non-usable land area	• Water or sewer line • Cable lines
11% - 25%	• Subsurface or air rights that have minimal effect on use and utility • Location with a setback	• Air rights • Water or sewer line
0% - 10%	• Nominal effect on use and utility	• Small subsurface easement

Therefore, based on the above conclusions, it is our opinion that the Subject Property in the "As Encumbered" scenario would have a land value of **20%** of the Fee Simple unencumbered value conclusion ("Before") scenario.

This would be calculated as follows:

20% of $163,000 = $496,000

Say, $32,600

DRAFT

S.L.C. 4-98

RIVERSIDE PARK

LOCATED AT

Stuart, Fla.

ST. LUCIE COUNTY

SCALE 1"=100' FEB. 1925

THIS IS A TRUE COPY OF THE ORIGINAL PLAT OF RECORD OF RIVERSIDE PARK, PLAT BOOK 4, PAGE 98, ST. LUCIE COUNTY, (NOW MARTIN COUNTY, FLORIDA.) WITH SEVERAL CALCULATED DISTANCES SHOWN WHERE ORIGINAL PLAT WAS ILLEGIBLE AND ONE EVIDENT ERROR NOTED.

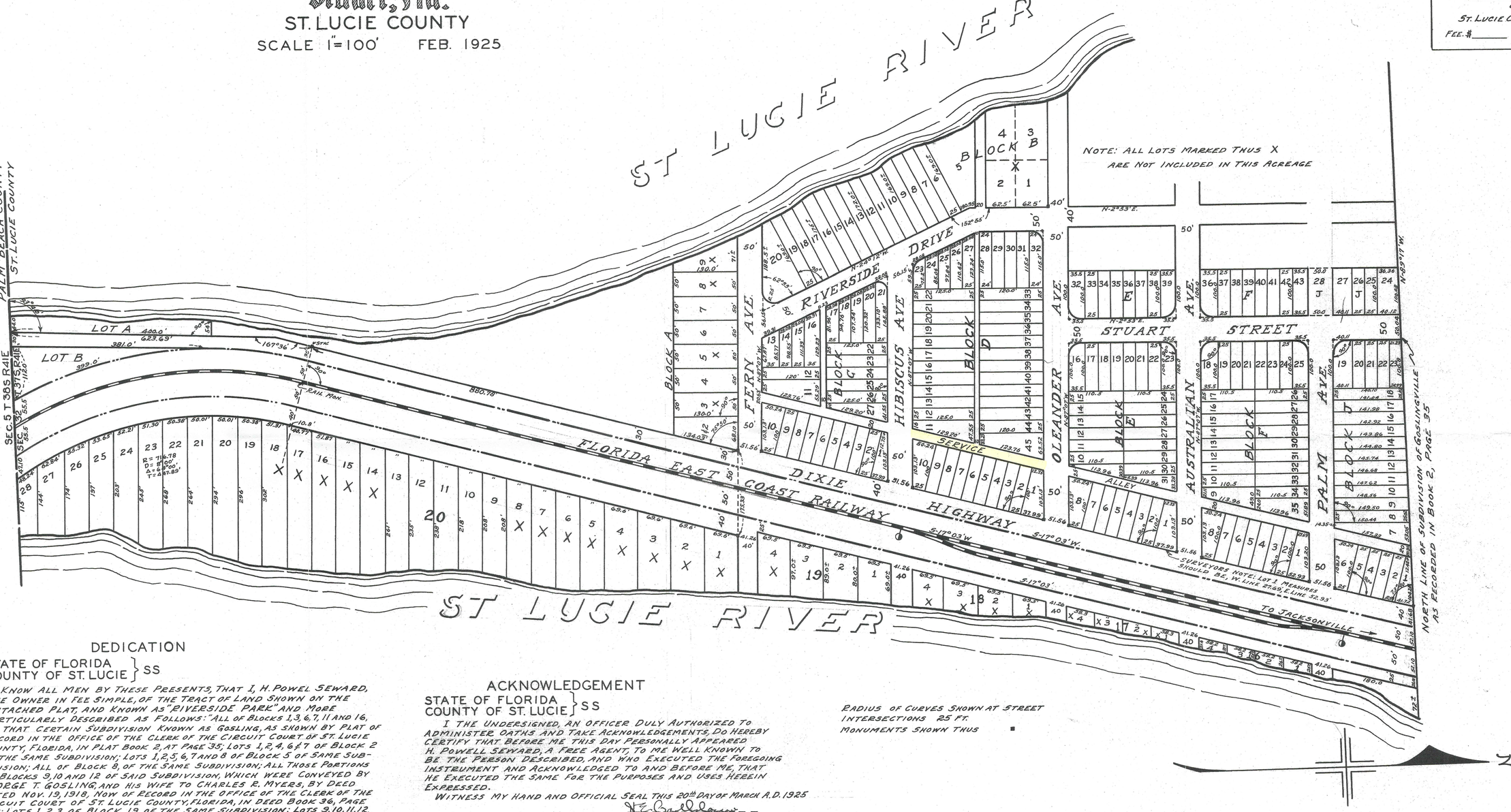
James E. Brock
REG. LAND SURVEYOR
FLA. CERT. NO. 688
DATE:- SEPT. 21, 1956

FILED FOR RECORD THIS 26 DAY OF MARCH, A.D. 1925 AT 4 O'CLOCK P.M. AND RECORDED IN VOL 4 AT PAGE 98 OF PLATS RECORD, AND VERIFIED

P.C. ELDRED
CLERK OF CIRCUIT COURT

BY _____
COUNTY CLERK.
ST. LUCIE COUNTY, FLORIDA.
FEE. $_____

(Seal)



DEDICATION

STATE OF FLORIDA } SS
COUNTY OF ST. LUCIE }

KNOW ALL MEN BY THESE PRESENTS, THAT I, H. POWEL SEWARD, THE OWNER IN FEE SIMPLE, OF THE TRACT OF LAND SHOWN ON THE ATTACHED PLAT, AND KNOWN AS "RIVERSIDE PARK" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: "ALL OF BLOCKS 1, 3, 6, 7, 11 AND 16, OF THAT CERTAIN SUBDIVISION KNOWN AS GOSLING, AS SHOWN BY PLAT OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, IN PLAT BOOK 2, AT PAGE 35; LOTS 1, 2, 4, 6 & 7 OF BLOCK 2 OF THE SAME SUBDIVISION; LOTS 1, 2, 5, 6, 7 AND 8 OF BLOCK 5 OF SAME SUBDIVISION; ALL OF BLOCK 8, OF THE SAME SUBDIVISION; ALL THOSE PORTIONS OF BLOCKS 9, 10 AND 12 OF SAID SUBDIVISION, WHICH WERE CONVEYED BY GEORGE T. GOSLING, AND HIS WIFE TO CHARLES R. MYERS, BY DEED DATED NOV. 19, 1918, NOW OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, IN DEED BOOK 36, PAGE 293; LOTS 1, 2, 3 OF BLOCK 19, OF THE SAME SUBDIVISION; LOTS 9, 10, 11, 12, 13, 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28 OF BLOCK 20 OF THE SAME SUBDIVISION. LOTS A AND B OF THE SAME SUBDIVISION."

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC AS PUBLIC HIGHWAYS, ALL THE AVENUES, DRIVES, STREETS, AND ALLEYS, AS SHOWN ON THE ATTACHED PLAT, RESERVING, HOWEVER UNTO HIMSELF, HIS HEIRS, SUCCESSORS, ASSIGNS OR LEGAL REPRESENTATIVES, THE REVERSION OR REVERSIONS THEREOF WHENEVER THE SAME SHALL BE ABANDONED BY THE PUBLIC OR DISCONTINUED BY LAW.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS 20th DAY MARCH A.D. 1925

H. Powell Seward

Witness: Carling J. Fielding

ACKNOWLEDGEMENT

STATE OF FLORIDA } SS
COUNTY OF ST. LUCIE }

I THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, DO HEREBY CERTIFY THAT BEFORE ME THIS DAY PERSONALLY APPEARED H. POWELL SEWARD, A FREE AGENT, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED, AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME, THAT HE EXECUTED THE SAME FOR THE PURPOSES AND USES HEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20th DAY OF MARCH A.D. 1925

H. C. Bartholomew
NOTARY PUBLIC

MY COMMISSION EXPIRES Oct. 22, 1928

AFFIDAVIT

STATE OF FLORIDA } SS
COUNTY OF ST. LUCIE }

WE HEREBY CERTIFY, THAT WE HAVE SURVEYED AND PLATTED THE TRACT OF LAND SHOWN ON THE ATTACHED PLAT AS "RIVERSIDE PARK" AND THAT SAID PLAT IS A CORRECT REPRESENTATION THEREOF TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CARR & McFADDEN, INC.
BY Theodore Eckling
FLA. ENG. CERT. No. 667

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20th DAY OF MARCH A.D. 1925

H. C. Bartholomew
NOTARY PUBLIC

MY COMMISSION EXPIRES Oct. 22, 1928

RADIUS OF CURVES SHOWN AT STREET INTERSECTIONS 25 FT.
MONUMENTS SHOWN THUS ■

APPROVED _____
TOWN OF STUART BY

REFER TO DWG. No. 117 AND GOSHINGVILLE FILE PLAT
INDEX: RIVERSIDE PARK
A.P. WOODS
SEC. 32, T 37S, R 41E

CARR & McFADDEN, INC.
CIVIL ENGINEERS
FLA. CERTS. Nos. 173 & 280
WEST PALM BEACH, FLORIDA

Recorded in Martin County, FL 4/22/2026 2:21 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $146.00
CFN#3181874 BK 3562 PG 398 PAGE 1 of 17

CITY OF STUART

DEVELOPMENT DEPARTMENT

Prepared by and returned to:
City Development Director
121 SW Flagler Avenue
City of Stuart, FL 34994-2139

MINOR FINAL SITE PLAN DEVELOPMENT ORDER – MNSP-25-2

WHEREAS, on August 30, 2024, **Cotleur & Hearing** ("Representative") submitted a Minor Development Plan application on behalf of **Marina Cove at Riverside, LLC, a Florida limited liability company** ("Applicant") as the title owner of the below-described real property for Marina Cove at Riverside ("the Project"), within Stuart, Martin County, Florida, and as further described in **Exhibit "A"**, attached hereto; and

WHEREAS, the Applicant through the Representative seeks approval to develop the vacant 2.19 acres site to construct twenty-two (22) townhome units and five (5) single family homes located in the block surrounded by NW Oleander Street, NW North River Drive, NW Poinsettia Street, and NW Dixie Highway, Stuart, Florida.

WHEREAS, according to Section 11.01.03(A)(1) of the City of Stuart Land Development Code, final action on a single-family, multi-family or duplex residential project of between three (3) and thirty-five (35) units, inclusive, constitutes a Minor Development Plan application which shall be reviewed and approved by the City Development Director.

NOW, THEREFORE, THE CITY OF STUART DEVELOPMENT DIRECTOR HEREBY MAKES THE FOLLOWING DETERMINATION AND APPROVAL:

A. The foregoing recitals are hereby incorporated herein by reference.

B. The following identified **Development Documents** (1 through 14), which will be kept on file with the City Clerk's Office and collectively referred to as **Exhibit "C"** are hereby incorporated herein:

1. Project Narrative (3 Pages) dated September 25, 2025, and prepared by George Missimer, Cotleur & Hearing.

2. Site Plan (Sheet 1 of 4) dated March 19, 2025, (revised through November 4, 2025), and prepared by Cotleur & Hearing.

3. Boundary & Topographic Survey (Sheet 1), dated September 26, 2024 (revised through June 19, 2025), prepared by Ronnie L Furnes, Florida Professional Surveyor Mapper #272, Caulfield & Wheeler, Inc.

4. Landscape Plan/Detail/Specifications (Sheets 1 of 2) dated March 20, 2025 (revised through November 4, 2025) and prepared by Cotleur & Hearing.

5. Tre Disposition Plan (Sheet 1) dated June 6, 2024 (revised through March 3, 2025, and prepared by Cotleur & Hearing.

6. Environmental Assessment Report (8 Pages) dated December 2025, and prepared by Drew Gatewood, Advanced Restoration Ecology.

7. Traffic Statement (Page 1 of 5, and attachments) dated August 29, 2024 (date signed and sealed on January 21, 2025, and prepared by Adam B. Kerr, P.E. #36108 by Kimley-Horn & Associates.

8. SFWMD Drainage Report (75 Pages) dated September 25, 2025, and prepared by Mark Landsman, P.E. 96288, by Haley Ward, Inc.

9. Lift Station Report (16 Pages) dated May 16, 2025, and prepared by Mark Landsman, P.E., 96288, by Haley Ward, Inc.

10. Sanitation Truck Auto Turn Plan (Sheet 1) dated September 5, 2025, and prepared by Haley Ward.

11. Fire Truck Auto Turn Plan (Sheet 1) dated May 30, 2025, and prepared by EDC, a Division of Haley Ward, Inc.

12. Architectural Elevations Building 12-21 (10 units) (11 Sheets) dated September 9, 2024, prepared by Specialty Engineering and Design, LLC.

13. Architectural Elevations Building 33-44 (12 units) (11 Sheets) dated September 9, 2024, prepared by Specialty Engineering and Design, LLC.

14. Construction Plans and Specification Plans (cover sheet, C-102, C-103, C-104, C-105, C-107, C-501, C-502, C-503, C-504, C-505, C-506, C-700, and prepared by Mark Landsman, p.E., 96288, by Harley Ward, Inc.

C. The Marina Cove at Riverside Project shall strictly follow the Site Plan, Landscape Plan, Shared Access & Parking Agreement, Fire Line Improvements Plan, and the **Conditions of Approval** attached hereto as **Exhibit "B"**. The City shall issue no permits for construction or further development activity until all required documents, plans, and fees, if any, are received and approved as may be required in the Conditions of Approval.

D. As part of this Minor Development Plan approval, the Applicant, property owner, developer, and/or successor in interest shall obtain all applicable development permits and construction authorizations from the appropriate State, Federal, and local regulatory agencies including, but not limited to, the United States Army Corps of Engineers, the Florida Department of Environmental Protection, South Florida Water Management District, or the City of Stuart Public Works, Utilities & Engineering, and Building & Permitting Departments prior to the commencement of any development activities on the property described in **Exhibit "A"**. Approval by the City of Stuart does not in any way create any rights on the part of the Applicant, property owner, developer, and/or successor in interest to obtain a permit from a State or Federal agency and does not create any liability on the part of the City for issuance of this approval if the Applicant, property owner, developer, and/or successor in interest fails to obtain requisite approvals or fulfill the obligations imposed by a State or Federal agency or undertake actions that may result in a violation of State or Federal law.

E. The conditions of approval outlined in **Exhibit "B"** are an integral non-severable part of the site plan approval granted by this Development Order. If any condition(s) of approval outlined in **Exhibit "B"** is/are determined to be invalid or unenforceable for any reason and the Applicant, property owner, developer and/or successor in interest declines to comply voluntarily with that condition(s), the site plan approval granted by this Development Order shall become null and void.

F. The approval granted by this Development Order shall become null and void unless a Building and/or Site Permit is obtained within five (5) years of the date of this Order, for the use described in **Exhibit "B" & "C"**, or an extension is granted per Section 8.05.08 of the City of Stuart Land Development Code.

G. This Development Order shall be recorded in the Martin County public records.

Signed, Attested, Rendered, and Filed this 10th day of April, 2026.

APPROVED BY:

By: _____

Mary R. Kindel

City Clerk

By: _____

Jodi Kugler

City Development Director

Approved as to Form and Correctness:

By: _____

Lee Baggett, Esq.

City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 THROUGH 10 INCLUSIVE, BLOCK D, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98, PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA, LESS AND EXCEPTING THEREFROM ALL PORTIONS THEREOF THAT LIE WITHIN THE RIGHTS OF WAY OF NW DIXIE HIGHWAY, NW POINSETTIA STREET, AND NW OLEANDER STREET.

PARCEL 2:

LOTS 11 THROUGH 12, BLOCK D, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98, PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA.

PARCEL 3:

LOTS 13 THROUGH 22 INCLUSIVE AND 34 THROUGH 44 INCLUSIVE, BLOCK D, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98, PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA.

PARCEL 4:

LOTS 31 & 32, BLOCK D, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98, PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA.

PARCEL 5:

LOT 45, BLOCK D, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98, PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA.

PARCEL 6:

LOT 33, BLOCK D, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98, PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA.

PARCEL 7:

THAT 10 FOOT WIDE ALLEYWAY IN BLOCK D, RIVERSIDE PARK, PLAT BOOK 4, PAGE 98, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS, WHICH ALLEYWAY IS BOUNDED

ON THE NORTH BY LOTS 34-45 AND IS BOUNDED ON THE SOUTH BY LOTS 11-22, AND WHICH WAS ABANDONED BY ORDINANCE NO. 987 OF THE CITY OF STUART, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK 582, BEGINNING ON PAGE 131 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCELS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 22, INCLUSIVE, LESS THE EAST 54' OF LOTS 1 THROUGH 10, INCLUSIVE; LOTS 31 THROUGH 45, INCLUSIVE, ALL IN BLOCK D, RIVERSIDE PARK, PLAT BOOK 4, PAGE 98, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS; AND

THAT 10 FOOT WIDE ALLEYWAY IN BLOCK D, RIVERSIDE PARK, PLAT BOOK 4, PAGE 98, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS, WHICH ALLEYWAY IS BOUNDED ON THE NORTH BY LOTS 34-45 AND IS BOUNDED ON THE SOUTH BY LOTS 11-22, AND WHICH WAS ABANDONED BY ORDINANCE NO. 987 OF THE CITY OF STUART, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK 582, BEGINNING ON PAGE 131 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LESS AND EXCEPTING THE FOLLOWING 2 PARCELS CONVEYED TO THE STATE OF FLORIDA IN OFFICIAL RECORDS BOOK 99, PAGE 225, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

A. THAT PART OF SAID LOT 10, WIHICH IS INCLUDED IN THE EXTERNAL AREA FORMED BY A 15 FOOT RADIUS ARC, TANGENT TO THE SOUTH LINE OF SAID LOT 10 AND TANGENT TO A LINE 61 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF THE EIXSTING 66 FOOT RIGHT OF WAY FOR STATE ROAD 5; AND

B. THAT PART OF SAID LOT 1, WHICH IS INCLUDED IN THE EXTERNAL AREA, FORMED BY A 15 FOOT RADIUS ARC, TANGENT TO THE NORTH LINE OF SAID LOT 1 AND TANGENT TO A LINE 61 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF THE EXISTING 66 FOOT RIGHT OF WAY FOR STATE ROAD 5.

PARCEL ID:

323741004004003308	323741004004003500
323741004004003700	323741004004003900
323741004004004100	323741004004004300
323741004004004500	323741004004000300
323741004004000105	323741004004000900
323741004004001100	323741004004001300
323741004004001500	323741004004001700
323741004004001900	323741004004002100
323741004004000700	323741004004000500
323741004004000900	

EXHIBIT "B"

CONDITIONS OF APPROVAL

General:

The Minor Development Plan approval for the project consists of twenty-two (22) townhome units and five (5) single-family lots. The 2.19-acre parcel is zoned Urban Neighborhood (UN), has a Downtown Future Land Use designation, and is located within the Community Redevelopment Area (CRA) District. The Applicant is proposing to develop the townhome properties as fee simple ownership units with a rear access garage.

A. Effect on Adjacent Properties

Architectural Design

The proposed conceptual architectural elements incorporate a Florida vernacular style that is compatible with and complementary to the surrounding area.

Access

The Project offers two (2) points of access. Based on the proposed site plan each townhouse has a private drive at the rear of the unit for vehicle access. Northbound left-turn lanes exist on NW Dixie Highway at projected entrance points (NW Fern Steet, NW Poinsettia Street, and NW Oleander Street).

Prior to the issuance of a building permit, the Applicant shall obtain City Commission approval for the abandonment of the public Right-Of-Way. In the event that the City does not approve the abandonment the City shall issue a revocable permit for purposes of permitting the Applicant to improve and maintain the alleyway in accordance with City standards.

Parking

The Project requires thirty-three (33) parking spaces, and the Applicant provided forty-four (44), including one (1) handicap space. Additionally, each unit provides a private 2-car garage park and on-street parking are provided (not included in the overall parking count). The Project requires five (5) bike racks.

Signage

All signage shall conform to the requirements of the City of Stuart. The Project identification sign shall be illuminated with ground mounted fixtures on photocells.

B. Adequacy of Public Facilities

Water/Wastewater

The site will be serviced by the City of Stuart for water via master meter and wastewater via privately owned/maintained lift station at the sole expense of the applicant, property owner, developer and/or successor in interest. All applicable City of Stuart Utility accounts (water, sewer, sanitation, stormwater) to be established as one (1) single account holder.

Sanitation

The site will be serviced by the City of Stuart for sanitation collection.

Stormwater Management/Water Quality Treatment

The stormwater management system for the site is designed to comply with Section 6.03.03. of the City of Stuart Land Development Code.

Traffic Impact Analysis

The City's Traffic Consultant, Mackenzie Engineering & Planning, Inc., reviewed the Project's transportation and determine the impacts are both De minimis and exempt based on the relatively small impact of the project and the project's location within the City of Stuart TCEA.

Based on the analysis, the Project will generate a net change of -9 AM peal hour and -13 PM peak hour Project trips at Project buildout compared to the potential of 25 constructed single-family homes.

The construction of 22 townhomes results in 148 daily, 9 AM peak hour (2 in/7 out) and 11 PM peak hour trips (7 in/4 out) trips.

In the event of any conflict in provisions of Exhibit "B" Development Conditions and, Exhibit "C" Development Documents shall prevail.

Approved Plans and Documents

1. By acceptance of this Development Order, the Applicant acknowledges and agrees to abide by the terms of Florida Statutes § 166. 033 pertaining to State and Federal agency permits.

2. Any modification to the approved Minor Site Plan resulting in changes of less than ten percent (10%) to the building footprint, setbacks, gross square footage, building location, parking size, number or location of parking spaces, drainage areas, impervious surfaces, or landscaping location may be approved by the City's Development Director. The Development Director may, at

their discretion, refer to any such modification to the City Commission for review via a public hearing.

Development and Construction

3. All utility improvements constructed by the Applicant, property owner, developer and/or successor in interest within the City's right-of-way shall be designed, constructed, and inspected in a manner acceptable to the City of Stuart Public Works Department. The Applicant, property owner, developer and/or successor in interest shall grant all utility easements required by the City to serve the site. No final approval or acceptance of utilities shall be granted until construction has been completed and inspected to the satisfaction of the City.

4. Erosion and dust control measures to be implemented during construction shall be clearly identified in the civil plans and submitted for review as part of the construction permit application. The Applicant, property owner, developer and/or successor in interest shall provide water trucks as necessary throughout construction activities to minimize and control dust generated on-site.

5. Temporary or freestanding storage units shall be prohibited on the property following completion of construction.

6. Sidewalks or roads damaged during construction shall be repaired or replaced by the Applicant, property owner, developer, and/or successor in interest according to the City of Stuart standards.

7. All required fees must be paid, and all applicable accounts (water, sewer, sanitation,) must be established before activating services.

8. All construction pertinent of the Public Works Department shall be installed, inspected, and tested following the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart specifications and ordinances where applicable. In the case of discrepancies between the construction plans and the manuals, the most restrictive apply.

9. The Applicant, property owner, developer, and/or successor in interest shall construct and maintain all improvements without any expense to the City of Stuart.

10. The Applicant, property owner, developer, and/or successor in interest is responsible for ensuring drainage will not encroach or adversely affect adjacent properties or the public right-of-way.

11. The Applicant, property owner, developer, and/or successor in interest shall be responsible for relocating and constructing a dumpster enclosure and landscape buffer adjacent to the parking

spaces located on-site.

12. A separate building permit for the construction of the dumpster enclosure shall be required and submitted to the City of Stuart Building Department.

13. Prior to the issuance of the Certificate of Completion, the Applicant, property owner, developer, and/or successor in interest shall receive zoning compliance from the City of Stuart.

14. Construction site work, including but not limited to land preparation, retention area excavation, clearing and grading, drainage, and installation of water, sewer, and irrigation lines, shall be reviewed and approved by the City's Public Works Department and the City's engineering consultant prior to issuance of permits.

15. As part of the construction permit submittal, the Applicant, property owner, developer and/or successor in interest shall revise the SFWMD Drainage Report dated September 25, 2025, to address all City review comments. The revised report shall: (i) demonstrate that the 25-year/3-day storm event is fully contained on-site, including consideration of all low points along property lines; (ii) show that the proposed development will not cause or increase off-site flooding of adjacent properties or along discharge paths in accordance with City of Stuart Land Development Code Section 6.03.00.B, including resolution of the currently reported 100-year/3-day peak stage of 8.06 NAVD; and (iii) confirm that horizontal hydraulic conductivity calculations account for the wall along the west side of the property, which will prevent horizontal percolation. No construction permit shall be issued until the revised drainage report is reviewed and accepted by the City.

Before Issuance of Construction Site Permit (Infrastructure)

16 Prior to issuance of a construction site permit, the existing water main located within the unimproved public right-of-way should be relocated, removed and/or abandoned in place at the sole expense of the developer. Any request by the applicant, property owner, developer and/or successor in interest for a reduction of impact fees must be approved by the City Commission through adoption of a resolution.

17. The construction site permit shall not be issued until the abandonment application is approved by the City, pursuant to Section 36-3 of the Code of Ordinances of the City of Stuart, and the applicant, property owner, developer and/or successor in interest has committed to improving and maintaining the alleyway in perpetuity in accordance with City standards. In the event that the City does not approve the abandonment application the City shall issue a revocable permit for

purposes of permitting the Applicant to improve and maintain the alleyway in accordance with City standards.

18. Prior to the issuance of a construction site permit, the existing water main located within the unimproved public right-of-way (ROW) shall be relocated and placed into service at the sole expense of the applicant, property owner, developer and/or successor in interest.

19. A gopher tortoise survey shall be conducted by a qualified professional in accordance with Florida Fish and Wildlife Conservation Commission (FWC) guidelines within ninety (90) days prior to issuance of the construction site permit. Any impacts to gopher tortoises or their burrows shall be addressed in accordance with FWC permitting and mitigation requirements prior to commencement of construction activities.

20. A tree removal permit shall be required prior to the removal of any trees and may only be issued after the construction site permit has been approved.

21. Civil plans shall receive review and approval from all applicable City departments, including review by the City's consulting engineer, prior to the issuance of a construction site permit. No construction activities shall commence until such approvals have been obtained.

Landscaping

22. Not less than 50 percent of all trees used to meet landscaping requirements shall be shade or canopy trees. Trees shall have a minimum height of 12 feet and a minimum spread of six feet at planting. Palm trees may be substituted for any number of the remaining trees that two palm trees shall be counted as one.

23. All required landscaping shall be installed pursuant to the Landscape Code and in accordance with accepted good planting practices.

24. Prior to the issuance of a Certificate of Occupancy or any similar authorization, a registered landscape architect shall inspect the site and submit a signed and sealed certification letter confirming that all landscaping has been installed in accordance with the approved landscape plan and the requirements of the City of Stuart Land Development Code, Section 6.04.00.

25. Prior to the issuance of a Certificate of Occupancy for any portion of a new development, an installation and maintenance guarantee, in a form acceptable to the City Development Director, shall be provided to ensure the installation and maintenance of all landscaping and the irrigation system in accordance with the provisions of the City of Stuart Landscape Code and all other

applicable ordinances. The guarantee shall list all required landscape materials and shall describe the irrigation system to which it applies.

26. All A/C units shall be located to the rear or side of all buildings and fully screened on three (3) sides with landscaping.

Tree Mitigation

27. The Project shall comply with Section 5.05.02. of the "Tree replacement and protection requirements" of the City's Land Development. All required tree mitigation will be met on site.

Plat

28. Prior to the issuance of a construction site permit and any building permits for the project, the Applicant, property owner, developer, and/or successor in interest shall obtain approval from the Development Director for a plat that allows each unit to be held in fee simple ownership.

Public Art

29. As a condition of the Minor Development application, the Applicant, property owner, developer, and/or successor in interest will be required to submit a Minor Urban Code Conditional application to comply with the Public Art requirements outlined in Section 3.01.08 of the Land Development Code. Public Art requirements shall apply to all new developments and substantial renovations in the Urban Code Districts and shall equal not less than one percent of the total costs of vertical construction. Public Art may include fountains, murals, sculptures, paintings, or other generally acceptable art forms as directed by the Community Redevelopment Board. All public art required shall be readily visible to the public. All public art intended to meet the requirements of this section that is visible form a public right-of-way or is exterior to a building must be approved by the Community Redevelopment Board as a Minor Urban Code Conditional Use. The submittal requirements for Minor Urban Code Conditional Use for Public Art are specified in the Stuart Land Development Code, Section 3.01.08.

Impacts Fees

30. Pursuant to the City of Stuart Code of Ordinance, Section 32-68, Impact fees shall be due and payable at the time of issuance of building permit by the City for new construction and shall not be refundable once a building permit has been issued. No building permit for such new construction shall be issued until all applicable impact fees have been paid to the City.

City of Stuart Public Works Department

31. The construction plan submittal shall include all applicable City of Stuart Standard Specification Details. All construction shall be installed, inspected, and tested in accordance with the latest edition of the City of Stuart Minimum Design and Construction Standards, City Specifications, and applicable City Ordinances. In the event of any discrepancy between the plans and these standards, the more restrictive requirement shall apply. All plans requiring review by this Department shall be routed through the Building Department. Public Works approval shall not authorize commencement of work, nor permit violation, alteration, or suspension of any City Code provision, and does not relieve the design engineer of responsibility for code compliance or correction of errors in plans or construction.

Fire Department

32. Per NFPA 1, Section 18.2.4.1.1, the required width of a fire apparatus access road shall not be obstructed in any manner, including the parking of vehicles. Vehicles parked within residential driveways would obstruct the required fire apparatus access and limit emergency response capabilities. Additionally, the northbound turn depicted in the fire apparatus turning radius demonstrates the bumper swing radius extending over the proposed single-family lots. If a driveway is located within this swing radius, a parked vehicle could further obstruct fire apparatus access and operations. NFPA 1, Section 18.2.3.5.1.1 requires fire apparatus access roads to maintain an unobstructed width of not less than 20 feet (6.1 meters). While the Fire Department may be able to work with the proposed configuration, the applicant/developer must demonstrate compliance with NFPA 1, Section 18.2.3.2.2, which requires fire apparatus access roads to be provided such that any portion of the facility, or any portion of an exterior wall of the first story of the building, is located no more than 150 feet (46 meters) from the fire apparatus access road, as measured by an approved route around the exterior of the building or facility.

Stormwater Management

33. Prior to issuance of a certificate of occupancy for the final building, the Applicant, property owner, developer, and/or successor in interest shall provide written certification from a licensed engineer, subject to review and acceptance by the City, confirming that the project's overall stormwater system has been fully installed, is operational, and is functioning in compliance with all approved plans, specifications, and applicable City standards. No certificate of occupancy shall be issued until such certification is reviewed and accepted by the City.

Signage

34. All signage associated with the Minor Site Plan shall require a separate permit prior to installation.

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Exhibit "C"
Development Documents
On File with the
City of Stuart Clerk's Office

1. Project Narrative (3 Pages) dated September 25, 2025, and prepared by George Missimer, Cotleur & Hearing.
2. Site Plan (Sheet 1 of 4) dated March 19, 2025, (revised through November 4, 2025), and prepared by Cotleur & Hearing.
3. Boundary & Topographic Survey (Sheet 1), dated September 26, 2024 (revised through June 19, 2025), prepared by Ronnie L Furnes, Florida Professional Surveyor Mapper #272, Caulfield & Wheeler, Inc.
4. Landscape Plan/Detail/Specifications (Sheets 1 of 2) dated March 20, 2025 (revised through November 4, 2025) and prepared by Cotleur & Hearing.
5. Tree Disposition Plan (Sheet 1) dated June 6, 2024 (revised through March 3, 2025, and prepared by Cotleur & Hearing.
6. Environmental Assessment Report (8 Pages) dated December 2025, and prepared by Drew Gatewood, Advanced Restoration Ecology.
7. Traffic Statement (Page 1 of 5, and attachments) dated August 29, 2024 (date signed and sealed on January 21, 2025, and prepared by Adam B. Kerr, P.E. #36108 by Kimley-Horn & Associates.
8. SFWMD Drainage Report (75 Pages) dated September 25, 2025, and prepared by Mark Landsman, P.E. 96288, by Haley Ward, Inc.
9. Lift Station Report (16 Pages) dated May 16, 2025, and prepared by Mark Landsman, P.E., 96288, by Haley Ward, Inc.
10. Sanitation Truck Auto Turn Plan (Sheet 1) dated September 5, 2025, and prepared by Haley Ward.
11. Fire Truck Auto Turn Plan (Sheet 1) dated May 30, 2025, and prepared by EDC, a Division of Haley Ward, Inc.

12. Architectural Elevations Building 12-21 (10 units) (11 Sheets) dated September 9, 2024, prepared by Specialty Engineering and Design, LLC.

13. Architectural Elevations Building 33-44 (12 units) (11 Sheets) dated September 9, 2024, prepared by Specialty Engineering and Design, LLC.

14. Construction Plans and Specification Plans (cover sheet, C-102, C-103, C-104, C-105, C-107, C-501, C-502, C-503, C-504, C-505, C-506, C-700) dated September 26, 2025 (digitally signed October 1, 2025) prepared by Mark Landsman, P.E., 96288, by Haley Ward, Inc.

Chapter 36 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE I. IN GENERAL

Sec. 36-1. Obstructing.

No person shall place any wares, merchandise or other personal property upon the sidewalks or streets within the city which obstructs or in any way impairs the free use of the public in and to the sidewalks or streets.

(Code 1981, § 14-1; Code 1995, § 70-1)

Sec. 36-2. Privilege fee for abandoning public property.

(a) There is hereby established a privilege fee, payable by any person petitioning the city for the abandonment and vacation of the interests of the city in and to any real property or street, alleyway, road, highway or other place used for travel, or any portion thereof; such fee to be deposited into the city property management fund to be used exclusively for the acquisition, operation and maintenance of other public properties of the city.

(b) The privilege fee shall be determined and fixed by computing 100 percent of the value added to the adjoining real property of the petitioner by the resulting addition of the interest abandoned by the city; the value added to be determined by the appraisal of a qualified, registered real estate appraiser who practices in the county; such appraisal shall be ordered by the city but shall be paid for by the petitioner in addition to any privilege fee payable. The resulting 100 percent computation shall be established for the fee herein provided for, but in no event shall the privilege fee payable be less than the amount as currently established or as hereafter adopted by resolution of the city commission from time to time in appendix A to this Code.

(c) This privilege fee shall not apply to petitions made by the original gratuitous donor of the city's interest to be abandoned nor when F.S. § 255.22, or a reverter clause in the instrument of conveyance to the city shall take effect.

(d) The privilege fee hereby imposed may, upon proper application, be waived by the city commission in its discretion upon a showing that the abandonment will benefit the public and city residents at large and not the adjoining landowners exclusively.

(Code 1981, § 14-7; Code 1995, § 70-7; Ord. No. 1971, § 1, 2-23-2004)

Sec. 36-3. Vacation or change of name of streets, alleys, etc.

(a) *Ordinance, resolution required.* The vacation or change of name of any street, alley, road or public way shall be accomplished by ordinance. The city commission, in vacating any street or part of a street or changing the name of any street, may include in one ordinance the change of name or vacation or narrowing of more than one street, avenue or alley, but before vacating any street or part thereof, or narrowing any street, the city commission shall first pass a resolution declaring its intention to do so.

(b) *Notice requirement and expenses.* The person applying for a vacation, alteration or change of name of a street, road, avenue or alley shall bear the expense and responsibility of providing due public notice of the time, place and purpose of the hearing to be held on the application to all persons whose property abuts

upon the portion of the street, road, avenue or alley to be directly affected by the vacation, alteration or change of name.

(c) *Service of notice by mail.* Notice of road, street or alley abandonment, vacation, alteration and name change shall be furnished to all persons whose property abuts upon that portion of such public way affected by a proposed abandonment, vacation, alteration or name change by certified mail, return receipt requested, to be mailed no later than ten days prior to the date the public hearing which shall be the second reading of an ordinance vacating, altering or changing the name of such public way. The notice so mailed shall be a true and correct copy of the resolution adopted by the city commission clearly setting forth the location of the affected public way and the time, date, and place of the public hearing (second reading of the ordinance) on the abandonment, vacation, alteration, or name change.

(d) *Publication of resolution.* The resolution shall also be published in the legal advertisement classified section in a newspaper of general circulation in the city no earlier than seven calendar days prior to the public hearing.

(e) *Signage.*

(1) The beginning area of the abandonment, location, alteration or change of name as well as its point of termination shall both be posted with signs facing perpendicular to the right-of-way, in plain view of traffic, each being no smaller than 24 inches by 36 inches, which shall be captioned by the following language in bold print:

NOTICE

THIS ROAD IS SUBJECT TO (ABANDONMENT) (ALTERATION) (NAME CHANGE)
BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA. PLEASE
READ THE NOTICE ON THIS SIGN FOR FURTHER INFORMATION.

(2) The signs shall have affixed in weatherproof transparent coverings a copy of the required resolution. The signs shall be clearly visible from the nearest right-of-way other than that sought to be abandoned, altered or otherwise changed.

(3) The sign shall be so displayed for 15 continuous days prior to the scheduled hearing.

(f) *Closure.* The act of the city commission in closing or abandoning any road, alleyway, or street, or in renouncing or disclaiming any rights in any land delineated on any recorded map as a road, alleyway or street, shall abrogate the easement theretofore owned, held, claimed or used by or on behalf of the public and the title of fee owners shall be freed and released therefrom. If the fee of the road, alleyway or street space had been vested in the city, the same will be thereby surrendered and will vest in the abutting fee owners to the extent and in the same manner as in case of termination of an easement for road purposes.

(Code 1981, § 14-8; Code 1995, § 70-8)

Charter reference(s)—Vacation of streets, art. IX.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 5/26/2026 **Prepared by:** Susej Meleqi

Title of Item:
GROUP III COMMISSIONER VACANCY DISCUSSION

Summary Explanation/Background Information on Agenda Request:
Pursuant to section 7.09 of the City Charter **Sec. 7.09. - Mayor.**
(a) *Selection.* At the regular meeting of the city commission held on the second Monday in December of each year the city commission shall select from its membership a mayor and vice-mayor.
(b) *Duties.* The mayor shall preside at meetings of the commission and shall be recognized as head of the city government for service of process, ceremonial matters, and execution of contracts, deeds, and other documents. The mayor shall have no administrative duties other than those necessary to accomplish these duties or any other duties provided by Florida law.
(c) *Absences.* The vice-mayor shall act as mayor during the absence or disability of the mayor and if a vacancy occurs or exists in the office of mayor the vice-mayor shall become mayor for the completion of the unexpired mayoral term. In the temporary absence of the mayor and vice-mayor the remaining commissioners shall select a mayor pro tempore. In the event that there is neither a mayor nor a vice-mayor sitting on the commission, then the commission shall select a mayor to serve in that capacity until the next annual mayoral selection. A mayor or vice-mayor designate may refuse such office or once in office may resign from such office and otherwise continue his public duties as a commissioner.

Sec. 7.10. - Vacancies in office.

(a) *Vacancies.* The office of a commissioner shall become vacant in accordance with general law or if a commissioner is absent from four (4) consecutive regular commission meetings without being excused by the commission for the fourth consecutive unexcused absence.
(b) *Filling of vacancies.* A vacancy of the commission shall be filled by a majority vote of the remaining members of the commission or by special election to be called, either to be accomplished within one hundred and twenty (120) days of said vacancy. Any person appointed by the commission or elected to fill a vacancy shall hold office for the remaining term of that office. If at any time the membership of the commission is reduced to less than a quorum, the remaining member or members may by majority vote appoint additional pro tempore members in conformity with this section or the remaining members shall call for a special election to be held within one hundred and twenty (120) days from the date of the vacancy which reduced the commission to less than a quorum.

Funding Source:
N/A

Recommended Action:

ATTACHMENTS: