



City of Stuart

A G E N D A
LOCAL PLANNING AGENCY / PLANNING ADVISORY BOARD
TO BE HELD DECEMBER 10, 2020
AT 5:30 PM
COMMISSION CHAMBERS
121 S.W. FLAGLER AVE. STUART, FLORIDA 34994

LOCAL PLANNING AGENCY

Chair - Ryan Strom
Vice Chair - Li Roberts
Board Member - Larry Massing
Board Member - Bill Mathers
Board Member - Christina de la Vega
Board Member - Michael Herbach
Board Member - Campbell Rich
Ex Officio - Garret Grabowski

ADMINISTRATIVE

Development Director, Kev Freeman
Board Secretary, Jordan Pinkston

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

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

CALL TO ORDER

THIS MEETING WILL BE AVAILABLE LIVE VIA ZOOM:

Zoom links and ID information can be found at www.cityofstuart.us/meetings

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Approval of July 16, 2020 Amended Minutes

Approval of November 12, 2020 Minutes

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

COMMENTS FROM THE BOARD MEMBERS

ACTION ITEMS

ORDINANCES

1. ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK. (QUASI-JUDICIAL) (RC)

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

STAFF UPDATE

ADJOURNMENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Local Planning Agency**

Meeting Date: 12/10/2020

Prepared by: Jordan Pinkston

Title of Item:

Approval of July 16, 2020 Amended Minutes.

Summary Explanation/Background Information on Agenda Request:

N/A.

Funding Source:

N/A.

Recommended Action:

Approve.

ATTACHMENTS:

Description	Upload Date	Type
📎 LPA Minutes_7.16.2020	12/4/2020	Cover Memo



MINUTES

Amended

**LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD JULY 16, 2020 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994**

LOCAL PLANNING AGENCY

**Chair – Ryan Strom
Vice Chair – Li Roberts
Board Member – Michael Herbach
Board Member – Larry Massing
Board Member – Campbell Rich
Board Member – Bill Mathers
Board Member – Cristina de la Vega
Ex Officio – Garrett Grabowski**

ADMINISTRATIVE

**Development Director – Kev Freeman
Board Secretary – Jordan Pinkston**

CALL TO ORDER

ROLL CALL

Present (Physically): Ryan Strom, Li Roberts, Michael Herbach, Bill Mathers

Present (Remotely): N/A

Absent: Larry Massing, Campbell Rich, Christina De La Vega

APPROVAL OF MINUTES

Motion: Approval of Amended 5/21/2020 LPA Minutes

Action: Approve.

Moved by: Li Roberts

Seconded by: Bill Mathers

Motion passed unanimously.

Motion: Approval of 6/4/2020 Special LPA Minutes

Action: Approve.

Moved by: Li Roberts

Seconded by: Bill Mathers

Motion passed unanimously.

Motion: Approval of 6/18/2020 LPA Minutes

Action: Approve.

Moved by: Li Roberts

Seconded by: Bill Mathers

Motion passed unanimously.

PLEDGE OF ALLEGIANCE

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS: None.

COMMENTS FROM THE BOARD MEMBERS ON NON-AGENDA ITEMS: None.

ACTION ITEMS: None.

ORDINANCES:

1. ANNEXATION OF INDUSTRIAL PROPERTY (QUASI-JUDICIAL) AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING TW O PARCELS OF LAND SOUTH OF SE MARKET PLACE AND EAST OF SE COMMERCE AVENUE, CONSISTING OF 2.01 AND .92 ACRES EACH, SAID PARCELS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

BOARD COMMENT: None.

PUBLIC COMMENTS: None.

MOTION:

Action: Continued to next LPA meeting on August 20, 2020.

Moved by: Bill Mathers

Second by: Michael Herbach

Motion passed unanimously.

2. FUTURE LAND USE AND IPUD DESIGNATION (QUASI-JUDICIAL) AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN AND THE CITY'S ZONING MAP FOR TW O PARCELS OF LAND LOCATED SOUTH OF SE

MARKET PLACE AND EAST OF SE COMMERCE AVENUE, CONSISTING OF 2.01 AND .92 ACRES EACH, SAID PARCELS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; THEREBY ESTABLISHING A FUTURE LAND USE DESIGNATION FOR BOTH PARCELS TO "INDUSTRIAL" AND CONCURRENTLY A ZONING DESIGNATION OF "INDUSTRIAL PLANNED UNIT DEVELOPMENT" (IPUD), WHICH SHALL BE REFLECTED ON THE CITY'S OFFICIAL ZONING MAP; APPROVING A FINAL SITE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

BOARD COMMENT: None.

PUBLIC COMMENTS: None.

MOTION:

Action: Continued to next LPA meeting on August 20, 2020.

Moved by: Bill Mathers

Second by: Michael Herbach

Motion passed unanimously.

BOARD COMMENT:

3. AMENDMENT TO THE LAND DEVELOPMENT CODE - PUD AMENITY CRITERIA(RC): ORDINANCE No. 2446-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.07.00.J. ENTITLED "PUD AMENITY CRITERIA" TO CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY" TO ADD A METHODOLOGY FOR ATTRIBUTING QUALIFYING AMENITY CRITERIA IN RESPECT OF CONSIDERATION OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATIONS: Kev Freeman, Development Director

BOARD COMMENT:

The board discussed criteria options for projects.

Li Roberts suggested language changes.

Discussion regarding recycling options, emergency generators, land donation, etc. occurred between the board and staff.

PUBLIC COMMENTS: None.

MOTION:

Action: Approve.

Moved by: Michael Herbach

Second by: Bill Mathers

Motion passed unanimously.

BOARD COMMENT:

Chair Strom announced staff has withdrawn item #4 (Food Truck Ordinance) from the agenda.

4. AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.06.22. TO THE LAND DEVELOPMENT CODE ENTITLED "FOOD TRUCKS" TO CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOW ED, DENSITY, INTENSITY" IN RESPECT OF STANDARDS FOR THE PERMITTING OF FOOD TRUCKS ON PRIVATE PROPERTY OUTSIDE OF THE OLD DOWNTOWN DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.
5. ELECTRIC VEHICLE CHARGING INFRASTRUCTURE. (QJ)(RC). AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.06.23. OF THE LAND DEVELOPMENT CODE ENTITLED "EV CHARGING INFRASTRUCTURE" OF CHAPTER II ENTITLED "ZONING DISTRICTS USES ALLOW ED, DENSITY, INTENSITY" IN RESPECT OF STANDARDS FOR THE PROVISION OF ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE IN NEW COMMERCIAL AND NEW RESIDENTIAL DEVELOPMENTS GREATER THAN 50 DW ELLING UNITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATIONS: Kev Freeman, Development Director

BOARD COMMENT:

Bill Mathers commented on the parking space ratio based on the level of charging rate.

The board discussed level options for commercial versus residential spaces and developers meeting those requirements.

Michael Herbach made suggestions and the board discussed the ratio of spaces to dwelling units, land use type language with a minimum amount of two EV spaces, permits, design

guidelines, sizing, signage, public vs. private property requirements, and on-street vs. off-street parking.

Li Roberts asked if developers will be provided a checklist.

Kev Freeman said that there will be preapplication meetings with a breakdown of what is required.

PUBLIC COMMENTS: None.

MOTION:

Action: Approve with the following condition:

1. Minimum of two Electric Vehicle Charging Infrastructure units for residential properties.

Moved by: Li Roberts

Second by: Bill Mathers

Motion passed unanimously.

BOARD COMMENT:

Li Roberts reminded staff about our holiday party.

STAFF UPDATE: None.

ADJOURNMENT

Ryan Strom, Chair

Jordan Pinkston, Board Secretary

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Local Planning Agency**

Meeting Date: 12/10/2020

Prepared by: Jordan Pinkston

Title of Item:

Approval of November 12, 2020 Minutes.

Summary Explanation/Background Information on Agenda Request:

N/A.

Funding Source:

N/A.

Recommended Action:

Approve.

ATTACHMENTS:

Description	Upload Date	Type
❏ LPA Minutes_11.12.2020	12/4/2020	Cover Memo



MINUTES

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD TO BE HELD NOVEMBER 12, 2020 AT 5:30PM COMMISSION CHAMBERS 121 SW FLAGLER AVE. STUART, FL 34994

LOCAL PLANNING AGENCY

**Chair – Ryan Strom
Vice Chair – Li Roberts
Board Member – Campbell Rich
Board Member – Larry Massing
Board Member – Michael Herbach
Board Member – Bill Mathers
Board Member – Christina de la Vega**

ADMINISTRATIVE

**Development Director – Kev Freeman
Board Secretary – Jordan Pinkston**

CALL TO ORDER

ROLL CALL

Present: Ryan Strom, Michael Herbach, Bill Mathers, Li Roberts
Absent: Christina de la Vega, Campbell Rich, Larry Massing

PLEDGE OF ALLEGIENCE

APPROVAL OF MINUTES

MOTION: Approve the following minutes:
Approval of July 16, 2020 LPA Minutes

Approval of August 20, 2020 LPA Minutes

Approval of October 8, 2020 LPA Minutes

Action: Approve with the following corrections to July 16, 2020 LPA Minutes:

Correct Food Trucks to item #4 and Electric Vehicles to item #5.

Moved by: Li Roberts

Second by: Michael Herbach

Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS: None.

1. Yvette Satuard (NW 21st Street) – Concerned about the amount of development happening in the City of Stuart.

COMMENTS FROM THE BOARD MEMBERS ON NON-AGENDA ITEMS:

Ryan Strom and Li Roberts addressed the concerns presented after public comment.

ACTION ITEMS:

1. MEETING DECORUM  5:39 PM

PRESENTATION: Mary Kindel, City Clerk

BOARD COMMENT: None.

PUBLIC COMMENT: None.

ORDINANCES:

2. HIDDEN KEY RPUD REZONING (QJ) (RC): ORDINANCE No. 2457-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTIFAMILY / OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Stephen Mayer, Senior Planner
Rick Creech, Creech Engineering

BOARD COMMENT:

Michael Herbach asked for clarification about the amount of apartments in the plans, the effect on the school system counts, school bus stops and traffic.

Rick Creech confirmed that they are currently requesting two bedrooms, calculations and bus stops.

Michael Herbach asked about ex-officio Garrett Labowski.

Discussion between the applicant and Michael Herbach occurred regarding exterior construction materials.

Bill Mathers asked if staff was requiring a plat.

Staff confirmed that they will not require a plat unless they are subdivided out.

Li Roberts asked about mail delivery, rear setback, landscape plan, bio-swells, sidewalks, and other concerns.

Rich Creech and the landscape architect clarified plans based on Li Roberts's inquiries.

Li Roberts voiced her concerns about fencing, buffers, landscaping, density, and stormwater retention.

Rich Creech said that he would be willing to extend the buffer.

Discussion about extending the buffer, traffic reports, school bus stops, pedestrian connectivity, and bedroom amount occurred.

Ryan Strom asked staff about the zoning density for the lot with buffers. Discussion continued about buffers and density.

The board discussed the current easement.

PUBLIC COMMENT:

1. Keith Munez (S. Kanner Highway) – Comfortable with the property being developed. Concerned about traffic, construction damage, safety, parking spaces, current tenants, etc.

MOTION:

Action:

1. Show mail delivery location by the dumpster
2. Change site plan verbiage to reflect a wall, not a fence.
3. Create pedestrian connectivity to Kanner Highway
4. Change plans to reflect two-bedroom apartments
5. Restore a 15-foot landscape buffer behind building
6. Fix development condition so it will show four electric vehicles instead of two
7. Comply with Condition #4 regarding impervious coverage
8. Show HVAC on the site plan
9. Address roadway damage in development conditions

Moved by: Li Roberts

Second by: Michael Herbach

Motion passed 3-1 with Ryan Strom opposing.

3. ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK. (QUASI-JUDICIAL) (RC) AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Kev Freeman, Senior Planner  6:31 PM

BOARD COMMENT:

Discussion occurred about the property owner, enclaves and conservation rights.

Kev Freeman clarified why the land needs to be deemed conservation.

Bill Mathers asked about the neighboring properties being owned by the City or County.

Discussion occurred about enclaves and locations of proposed properties.

Kev Freeman reiterated what staff's goal is and confirmed that the City Attorney has looked further into this, but still recommends moving approval to go to the state.

Li Roberts asked about asking Martin County changing the properties to conservation and expressed that she feels the problems are property's B and C. She requested staff have a letter from Martin County stating they will not turn properties into conservation.

Discussion continued about which properties should be annexed and zoned conservation.

Kev Freeman said that they will make that request to Martin County with the suggested request.

Discussion continued about the properties being annexed.

PUBLIC COMMENT:

1. Keith Cop (Ginger Terrace, Jensen Beach) – Is in favor of the project to improve water quality.
2. Public Comment #2 (Name not stated) – asked how this project would affect her property.

MOTION:

Action: Continue to December 10, 2020 LPA meeting.

Moved by: Li Roberts

Second by: Bill Mathers

Motion passed unanimously.

4. UPDATE COMMUNITY INVESTMENT PROGRAM (CIP)
ORDINANCE No. 2458-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO UPDATE THE FIVE YEAR COMMUNITY INVESTMENT PROGRAM INCLUDED WITHIN THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PRESENTATION: Stephen Mayer, Senior Planner  6:53 PM

BOARD COMMENT:

Bill Mathers asked for staff to confirm the duration times stated.

Staff confirmed that they would verify times stated and verbiage.

Bill Mathers asked about stormflows.

Stephen Mayer verified stormwater calculations.

PUBLIC COMMENT: None.

MOTION:

Action: Approve.

Moved by: Li Roberts

Second by: Michael Herbach

Motion passed unanimously.

STAFF UPDATE:

Ryan Strom reminded staff and board members that the next meeting is Li Robert's last board meeting.

ADJOURNMENT

Ryan Strom, Chair

Jordan Pinkston, Board Secretary

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Local Planning Agency

Meeting Date: 12/10/2020

Prepared by: Kev Freeman

Title of Item:

ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK. (QUASI-JUDICIAL) (RC)

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Item History

This item was continued from the Local Planning Agency Meeting of November 12, 2020. Staff have communicated with the County's Growth Management Department and confirmed that the County has no immediate plan to amend the Future land use of their property to Conservation.

In terms of a creation of an enclave the City Attorney in attachment D3 to this agenda item states:

'Based upon the foregoing facts and analysis it is my opinion that the voluntary annexation of this parcel into the municipal boundaries of the City of Stuart complies with three of the four conditions set forth in Florida Statute §171.044. If the County challenges this annexation application, it is unlikely that the City will meet the burden of proof to comply with the state statute.'

Background

The four (4) properties subject of this application are affected by the conditions and restrictions contained within a Florida Communities Trust Grand Award Agreement dated 28th June, 2000. The agreement sets out the conservation of an area of land contiguous to the Haney Creek watershed. The agreement further states that the properties within the project site should be assigned a Future Land Use of Open Space, Conservation or outdoor recreation uses.

At the present time the properties are within the jurisdiction of Martin County and each are assigned a Future Land Use of one of either Mobile Home, Low Density or Medium Density.

Summary

Staff have confirmed with the County Administrator that the County have no objection to the annexation of the properties subject of this application. Staff have also confirmed that County is not interested in the annexation of the remaining County owned parcel, which has a Future Land Use of Low Density.

The proposal is therefore to annex the four (4) City owned properties into the City limits and to allocate a future land use category of Conservation and zoning category of Public to each property.

Conservation future land use is defined in the Comprehensive Plan such: The purpose[s] of the conservation category include: to conserve and protect natural resources including wetlands, floodplains, unique native

vegetation, and habitat of listed species; to provide flood control; and to provide a general open space amenity. Uses allowed include passive recreation support facilities and other public facilities and utilities which do not conflict with the purpose of this land use category.

A Public zoning category allows uses that are of a public function such as parks.

Funding Source:

N/A.

Recommended Action:

Recommend Approval.

ATTACHMENTS:

Description	Upload Date	Type
▣ A1. Ord 2452-2020 Haney Creek City Properties	9/28/2020	Ordinance add to Y drive
▣ A2. Exhibit A1 to Ord 2452-2020	9/28/2020	Exhibit
▣ A3. Exhibit A2 to Ord 2452-2020	9/28/2020	Exhibit
▣ A4. Exhibit A3 to Ordinance 2452-2020	9/28/2020	Exhibit
▣ A5. Exhibit A4 to Ordinance 2452-2020	9/28/2020	Exhibit
▣ C1. Subject Property	9/28/2020	Backup Material
▣ C2. Notification Property Owners 300ft	9/28/2020	Attachment
▣ C3. County Notification	9/28/2020	Attachment
▣ D1. Resolution 181-98	9/25/2020	Backup Material
▣ D2. FCT Grant Agreement	9/25/2020	Backup Material
▣ D3. City Attorney Letter	10/1/2020	Backup Material

Return to:

**City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994**

ORDINANCE No. 2452-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, The City of Stuart as petitioner, constituting the fee simple title holder to the four (4) parcels consisting of a combined 42.46 acres, more particularly described in **Exhibits "A1, A2, A3 and A4"**, attached hereto and made a part thereof, has voluntarily requested the City of Stuart annex said land into the corporate limits of the City; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for annexation, and has also considered the recommendation of the Stuart Local Planning Agency and City staff.

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

SECTION 1. Findings. The City Commission finds the above statements are true and

correct,

and serve as a basis for consideration of this ordinance; that said lands are contiguous with the corporate limits of the City of Stuart, creates no enclaves, is reasonably compact, and that the City can effectively provide police, fire, and sanitary services to said land, all in compliance with the terms and requirements of Sec. 171.44, Florida Statutes, and the City of Stuart Code.

SECTION 2. Annexation. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4"**, are hereby annexed into and shall be within the corporate limits of the City of Stuart, Florida, and that same shall henceforth be a part of said City as if said lands were originally a part of the City of Stuart.

SECTION 3. Future Land Use. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4"**, are hereby designated a City of Stuart Future Land Use of Conservation.

SECTION 4. Zoning. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4"**, are hereby designated a City of Stuart zoning category of Public.

SECTION 5. Directions to the City Clerk. The City Clerk shall cause the boundaries as set forth in the City's Charter to be amended and codified. The City Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court, Board of County Commissioners Florida Statute 171.044(6) within 10 days prior to second reading adoption, the Chief Administrative Officer of Martin County, and the Florida Department of State within seven (7) days following adoption, in accordance with Section 171.044, Florida Statutes. Upon complete execution of this Ordinance, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

SECTION 6. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

SECTION 7. Severability. 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. The corporate boundary of the City shall be re-codified to include lands annexed.

SECTION 8. Adoption. This ordinance shall take effect upon adoption

Passed on first reading the ____ day of _____ 2020.

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:

MICHAEL J. MEIER, MAYOR

EULA R. CLARKE, VICE MAYOR

BECKY BRUNER, COMMISSIONER

MERRITT MATHESON, COMMISSIONER

TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2020.

ATTEST:

MARY R. KINDEL

CITY CLERK

MICHAEL J. MEIER

MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

MICHAEL J. MORTELL

CITY ATTORNEY

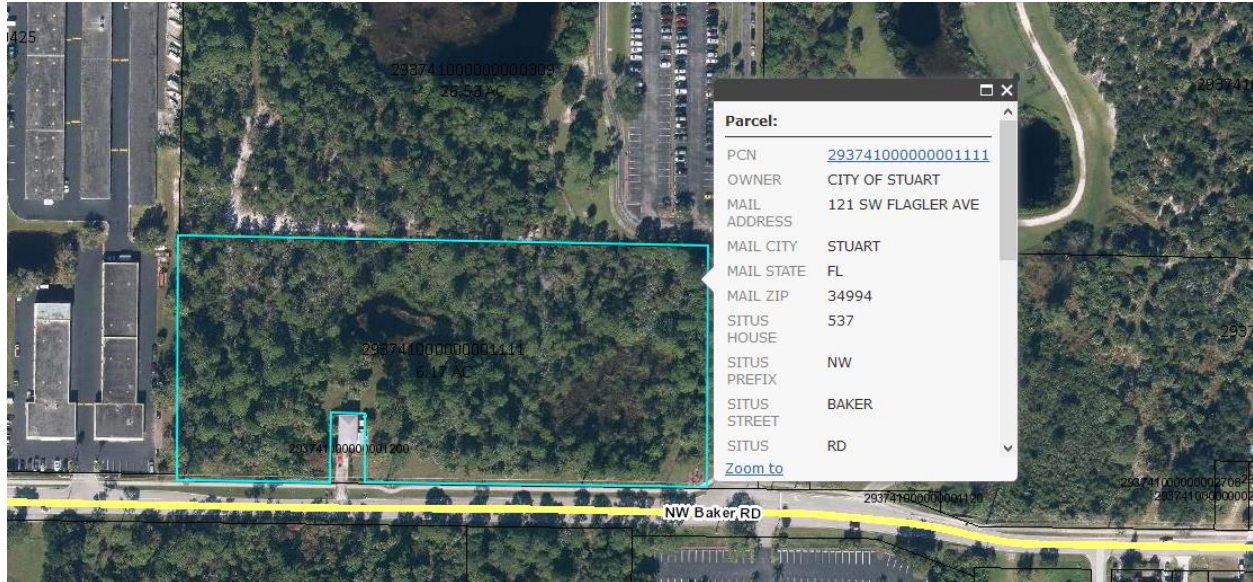
Exhibits

EXHIBIT A1 to Ordinance 2452-2020

PARCEL ID: 29-37-41-000-000-00111-1

ACRES: 6.12

ADDRESS: 537 NW BAKER RD, STUART

**LEGAL DESCRIPTION**

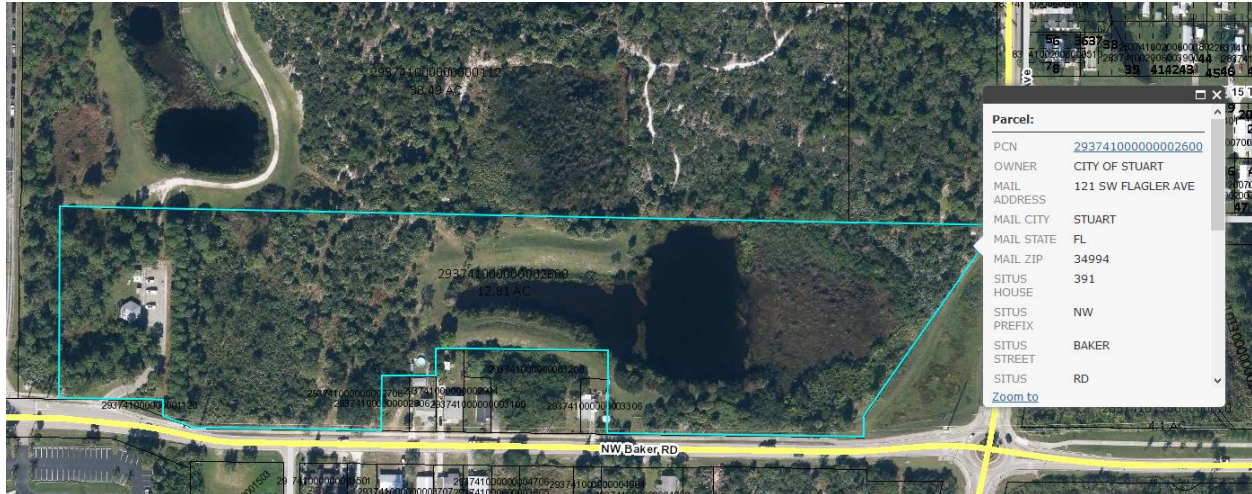
Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

EXHIBIT A2 to Ordinance 2452-2020

PARCEL ID: **29-37-41-000-000-00260-0**

ACRES: **13.0**

ADDRESS: **391 NW BAKER RD, STUART**



LEGAL DESCRIPTION

Begin 633 feet East of the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run East 678 feet to the West road right-of-way, thence run Southwesterly and South to the North road right-of-way, thence run West along right-of-way 460 feet, thence run North 100 feet, thence run East 35 feet and North 292.87 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin 1,326.1 feet North of the Southeast section corner and 703.15 feet West for the Point of Beginning, thence continue West 300 feet, thence run South 244.59 feet, thence run East 265 feet, thence run South 50 feet, thence run East 35 feet and North 292.89 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run South 396.48 feet, thence run East along road right-of-way 180.12 feet, thence run North 100 feet, thence run East 100 feet, thence run North 50 feet, thence run East 50 feet, thence run North 244.59 feet and East 333 feet to the Point of Beginning, and the East 171 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North of Baker Road, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

That part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, lying North of the North right-of-way of Baker Road; less triangle along North right-of-way as described in O.R. Book 1076, Page 2499 and less that West 925.89 feet thereof.

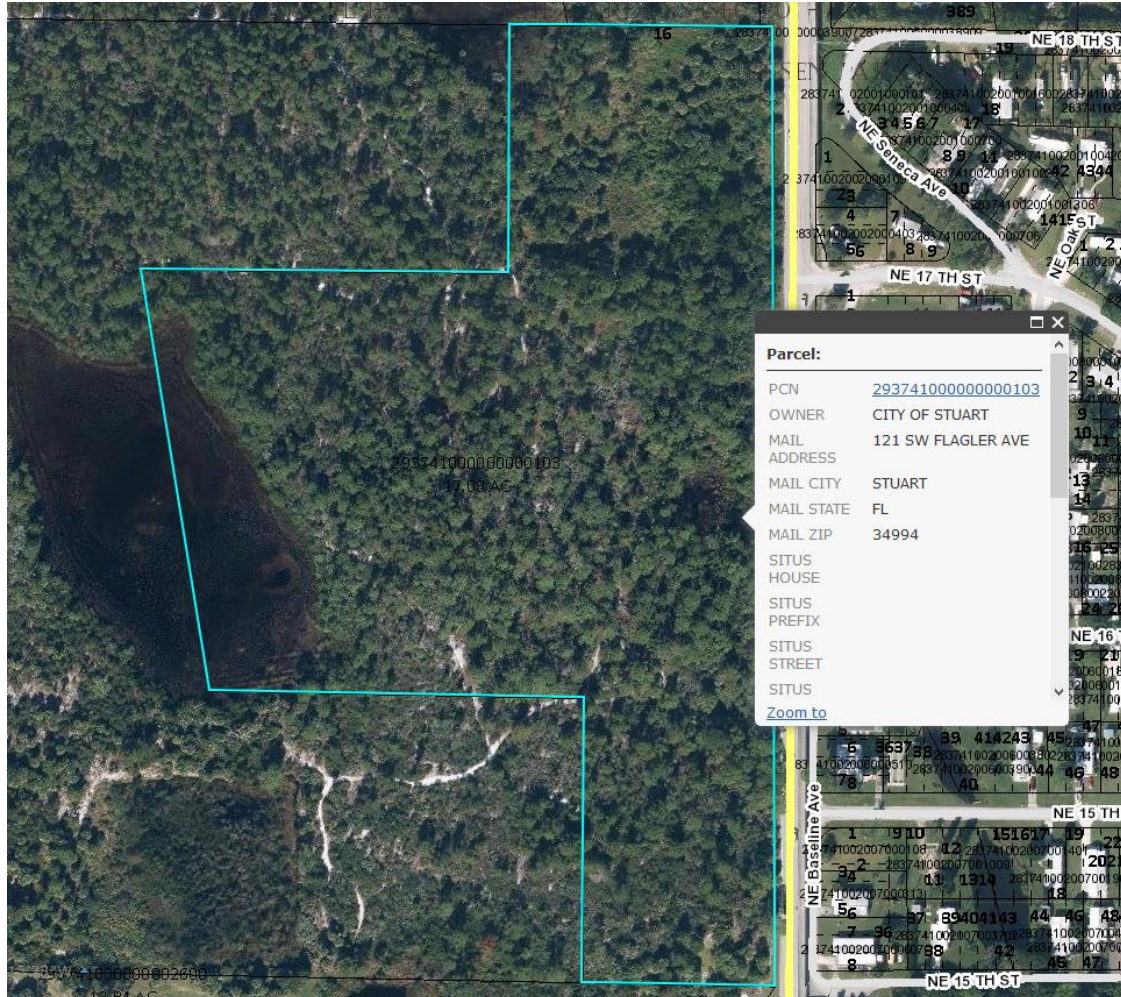
(Containing 13 Acres +/-)

EXHIBIT A3 to Ordinance 2452-2020

PARCEL ID: 29-37-41-000-000-00010-3

ACRES: 16.9

ADDRESS: NW GREEN RIVER PKY, STUART

**LEGAL DESCRIPTION**

Part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, described as follows:

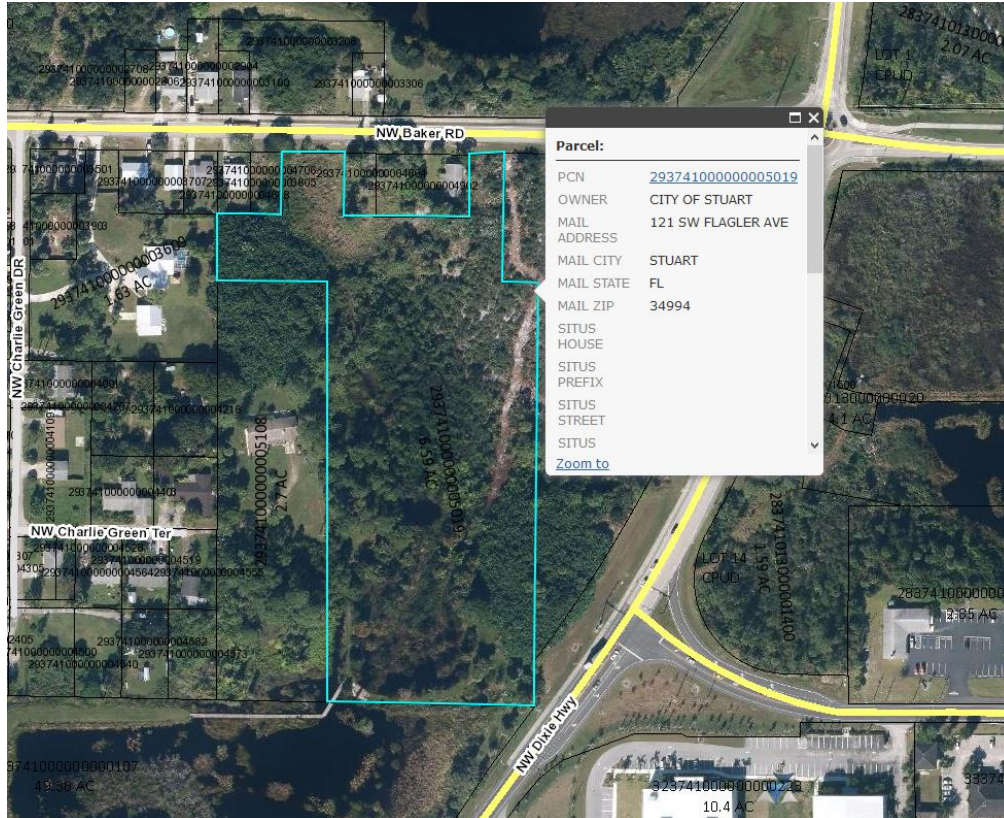
Begin 2,255 feet, more or less, East of the Northwest corner of the Southeast $\frac{1}{4}$; thence run South 350 feet, thence run West 520 feet; thence run South $09^{\circ}43'31''$ East 603.83 feet; thence run East 530 feet; thence run South 400 feet; thence run East to the East line of Section; thence run North to the Northeast corner of the Southeast $\frac{1}{4}$ and West to the Point of Beginning. Less and except the East 30 feet thereof.

EXHIBIT A4 to Ordinance 2452-2020

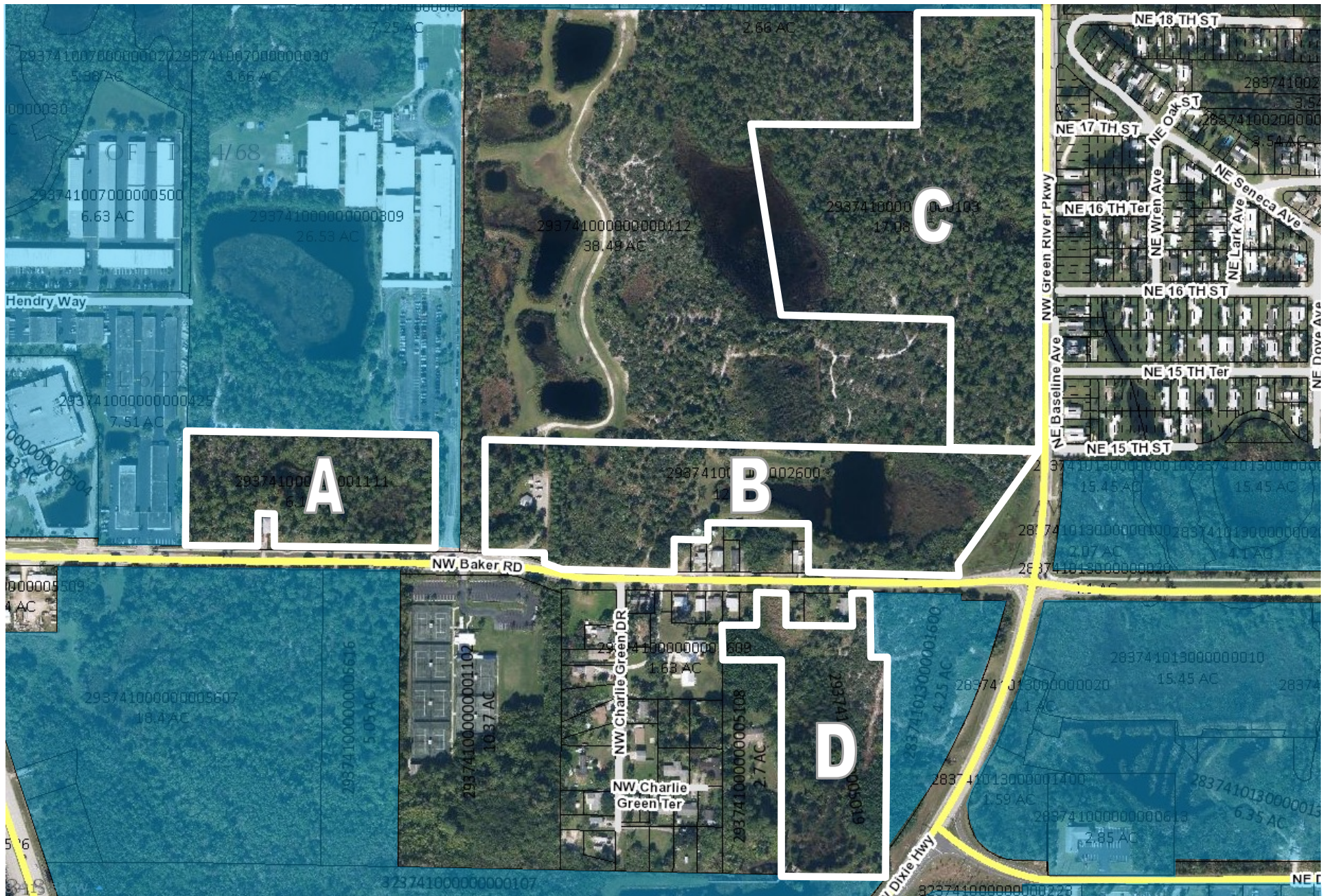
PARCEL ID: 29-37-41-000-000-00501-9

ACRES: 6.44

ADDRESS: UNASSIGNED, SOUTH BAKER ROAD, STUART

**LEGAL DESCRIPTION**

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.



A: PID#: 29-37-41-000-000-00111-1

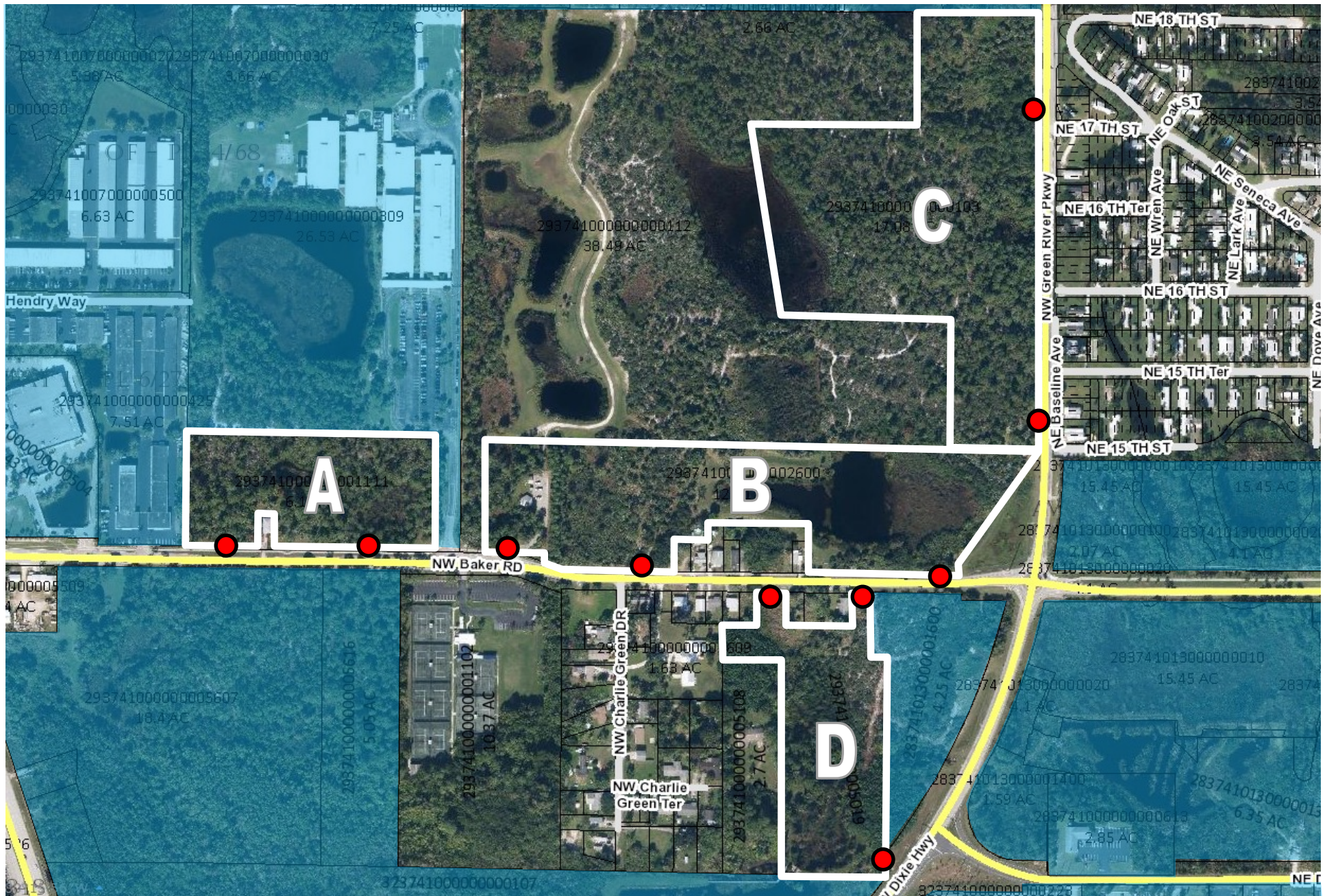
B: PID#: 29-37-41-000-000-00260-0

PROPERTIES SUBJECT OF PROPOSED

C: PID#: 29-37-41-000-000-00010-3

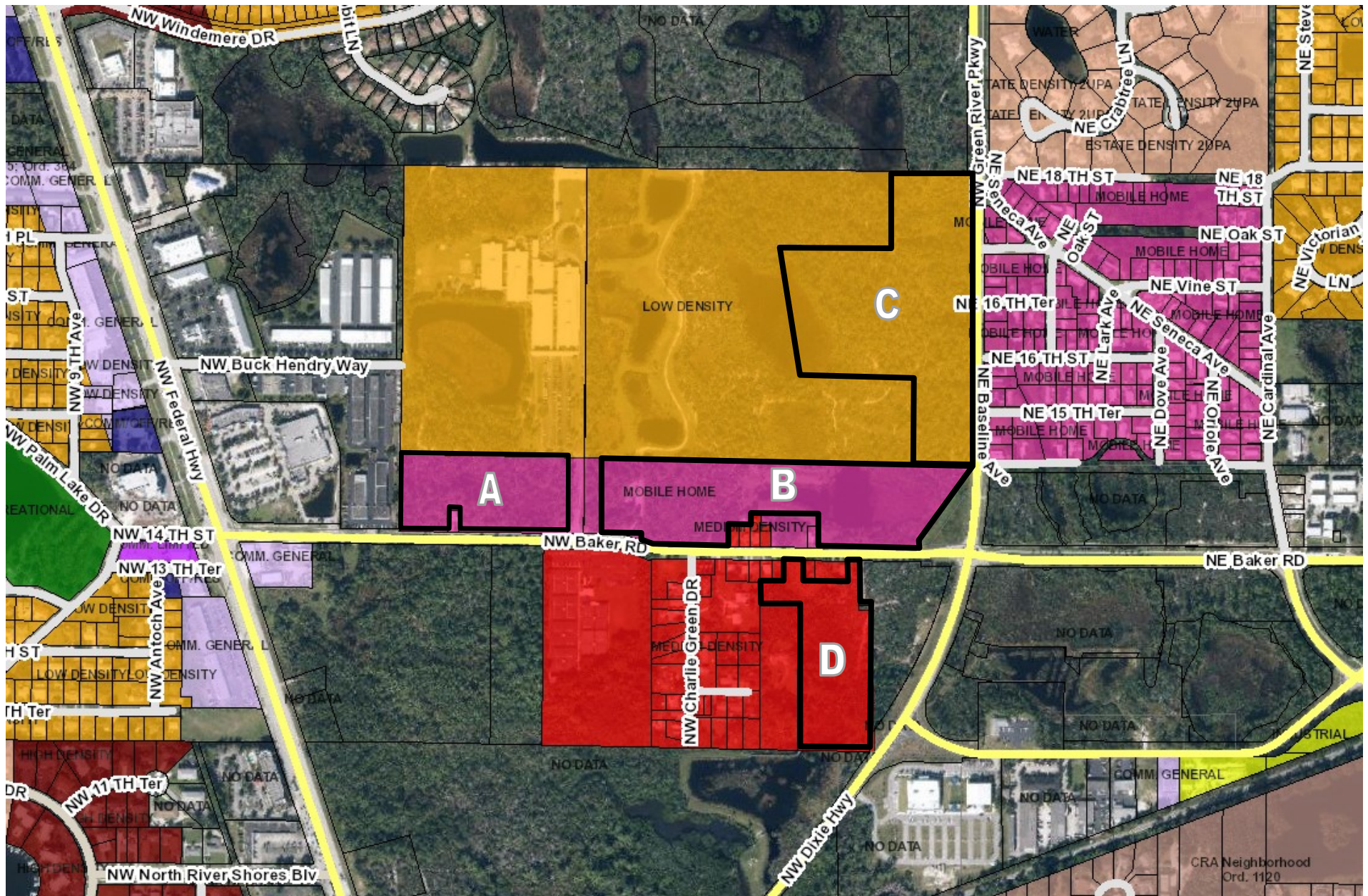
D: PID#: 29-37-41-000-000-00501-9

ANNEXATION



SITE NOTICE LOCATIONS

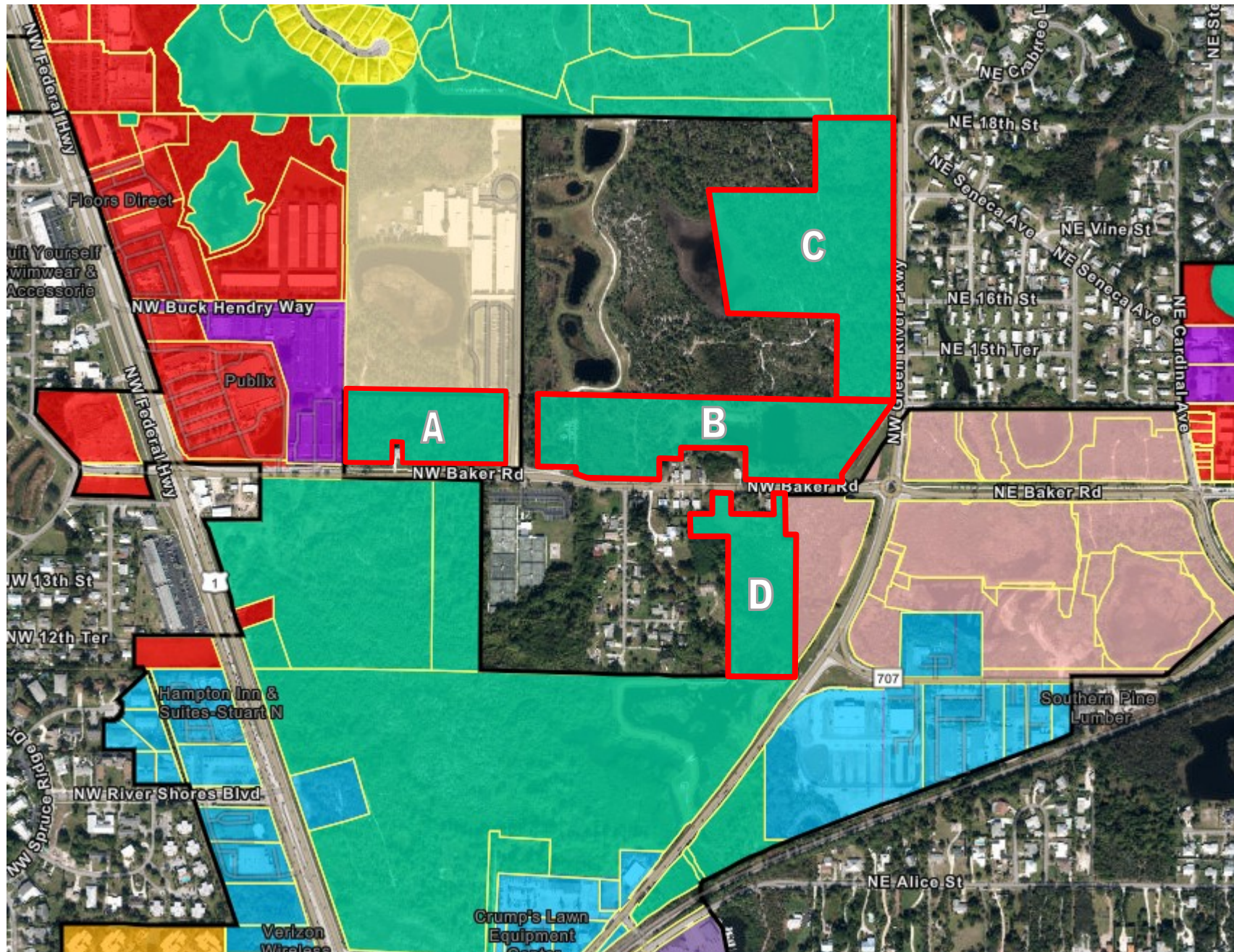
PROPERTIES SUBJECT OF PROPOSED
ANNEXATION



PROPERTIES SUBJECT OF PROPOSED
ANNEXATION

FUTURE LAND USE
EXISTING COUNTY

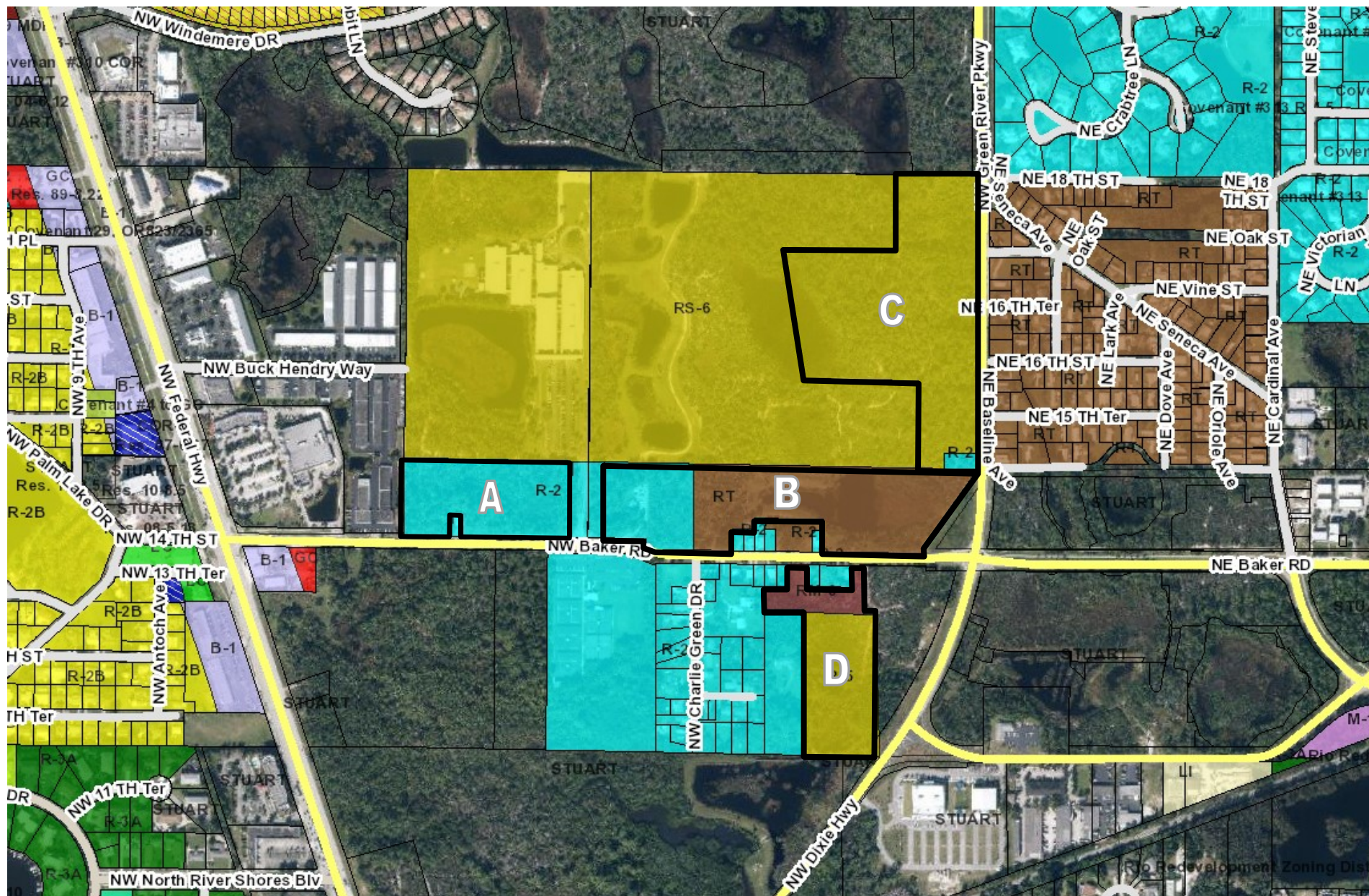
A: MOBILE HOME B: MOBILE HOME
C: LOW DENSITY D: MEDIUM DENSITY



PROPERTIES SUBJECT OF PROPOSED
ANNEXATION

FUTURE LAND USE

PROPOSED CITY: **CONSERVATION**

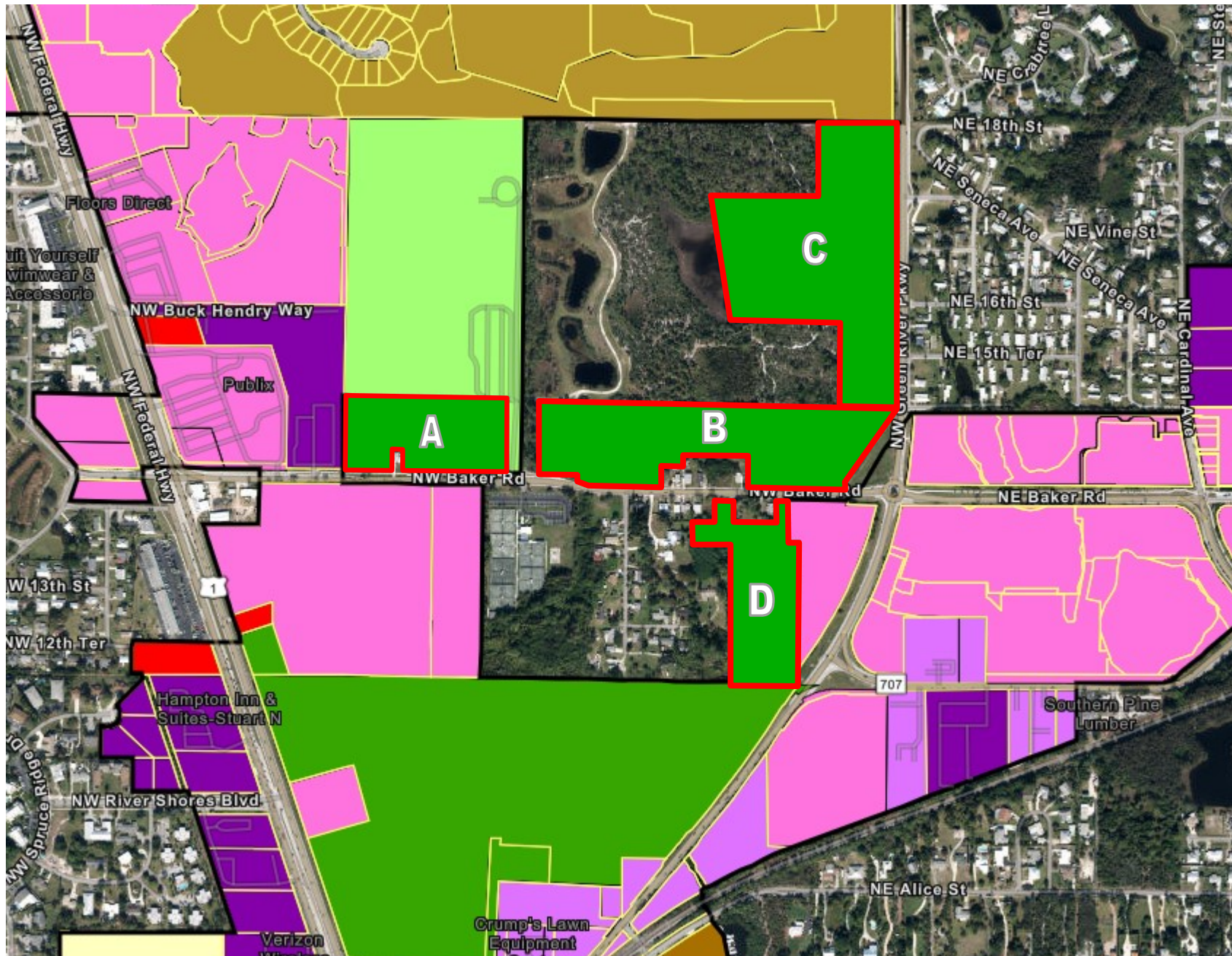


PROPERTIES SUBJECT OF PROPOSED ANNEXATION

ZONING

EXISTING COUNTY

A: R-2 B: R-2, RT
C: RS-6, R-2 D: RM-8, R-5



PROPERTIES SUBJECT OF PROPOSED
 ANNEXATION

ZONING
 PROPOSED CITY ZONING: **PUBLIC**

Owner	Mail Street Addr	Mail City	Mail State	Mail Zip
16330B55 TRUST	1015 10TH ST	LAKE PARK	FL	33403
ABSHIRE CAROL F	18 MOHAVE RD	CRAWFORDVILLE	FL	32327
AVONLEA COMMERCIAL CORNERS LLC	100 SW ALBANY AVE #200	STUART	FL	34994
AVONLEA PROPERTY OWNERS ASSOCIATION	PO BOX 1610	JENSEN BEACH	FL	34958
BAGNASCO JEFF	38 NE 16TH TERR	STUART	FL	34994
BAKER RD LLC	20734 NW 29TH AVE	BOCA RATON	FL	33434
BASHAWAY MARIA LEONORBASHAWAY PAUL DAVID	61 NE 15TH TERR	STUART	FL	34994
BEACH, NETTIE ANN	PO BOX 141	STUART	FL	34995
BETEL PROPERTIES	2702 SE JANET ST	STUART	FL	34997
BROWN JENNIFER LSATUR DAVID	1822 NE CRABTREE TR	JENSEN BEACH	FL	34957
BUTTONWOOD TENNIS CLUB LLC	400 NW BAKER RD	STUART	FL	34994
CHURCH OF JESUS CHRIST	1628 APACHE AVE	STUART	FL	34994
COGOSSI MATTHEW	1368 NW CHARLIE GREEN DR	STUART	FL	34994
COOPER THOMAS JCOOPER VIRGINIA K	1585 N BASELINE AVE	STUART	FL	34994
DURYEA CHARLES H	1535 NW 9TH AVE	STUART	FL	34994
DYSON MILA L/E	42 NE 15TH TERR	STUART	FL	34994
ESTRADA, VICTORIALLEON, COSMEN	55 NE 16TH ST	STUART	FL	34994
FARMER, BOBBY RAY JR	956 NW EGRET CT	STUART	FL	34994
IORE MICHAELIORE MARTIN	1043 FAIRVIEW AVE	LAKE FOREST	IL	60045
FISHER, GLENN W	49 NE 15TH ST	STUART	FL	34994
FORTIN VIRGINIA L	1740 NE SENECA AVE	STUART	FL	34994
FRANK A WACHA JR TRUSTEE	PO BOX 1610	JENSEN BEACH	FL	34958
FREDERICK H RUTZKE FARMS INC	325 SE ST LUCIE BLVD	STUART	FL	34996
FYR SFR BORROWER LLC	3505 KOGER BLVD #400	DULUTH	GA	30096
GARCIA MIGUEL AGARCIA JANET	14645 SW SANDY OAKS LOOP	INDIANTOWN	FL	34956
GARLAND MARJORIE	190 SW KANNER HWY	STUART	FL	34997
GATHRIGHT THOMASGATHRIGHT LINDSEY	1832 NE CRABTREE LN	JENSEN BEACH	FL	34957
GONZALEZ GAUDENCIO	1104 NW 16TH PL	STUART	FL	34994
GREEN MARGARET	1358 NW CHARLIE GREEN DR	STUART	FL	34994
HALL, KENNETH D	93 NE OAK ST	STUART	FL	34994
HENDRY PROPERTIES INC	656 NW BUCK HENDRY WAY	STUART	FL	34994
HOLLINGER JODY	276 NW CHARLIE GREEN TERR	STUART	FL	34994
HOWARD-DAVIS, BOBBIE MOORE, SHELLY L	225 NW CHARLIE GREEN TER	STUART	FL	34994
HUGHES, WILLIAM NHUGHES, MARTHA A (T/C)	738 HUGHES RD	FRANKLIN	KY	42134
JK & MAG HOMES & ASSOCIATES INC	5354 NW ALAM CIR	PORT ST LUCIE	FL	34986
JOSUE DIANA DIXON	2601 ARNOLD CT	FORT PIERCE	FL	34946
KINDIG CHRISTOPHER WKINDIG MELISSA C	646 NE RIVER TERR	JENSEN BEACH	FL	34957
LEONARD ANNIE ESTATE	1900 S KANNER HWY #5-201	STUART	FL	34994
LEONARD OTIS SRLEONARD OTIS JR	292 NW BAKER RD #A	STUART	FL	34994
MAIZE, JOYCE	236 NW CHARLIE GREEN TER	STUART	FL	34994
MARTIN COUNTY	2401 SE MONTEREY RD	STUART	FL	34996
MCLENDON MONTE PARKER	272 NW BAKER RD	STUART	FL	34994
MIHAYLOV VASILTODOROVA GALINA S	3864 SE FAIRWAY WEST	STUART	FL	34997
MYERS WANDA SILSBY	1535 N BASELINE AVE	STUART	FL	34994
NEADOW CHRISTINA	1148 S ORTONVILLE RD	ORTONVILLE	MI	48462
NORTHWOOD MOBILE HOME PARK LLC	21346 ST ANDREWS BLVD #420	BOCA RATON	FL	33433
NORTHWOOD TWIN LAKES, INC	152 NE 15TH TERR	STUART	FL	34994
PARRISH NEALIE C	222 NW BAKER RD	STUART	FL	34994
PINEAPPLE PLANTATION PROPERTY OWNERS	1111 SE FEDERAL HWY SUITE 100	STUART	FL	34994
PUBLIX SUPER MARKETS INC	PO BOX 32018	LAKELAND	FL	33802
RABENOLD, MARLYN L	6700 WYMAN LN	CINCINNATI	OH	45243
RICKARD RODNEY L/E	82 NE 15TH TERR	STUART	FL	34994
RPMO PROPERTIES II LLC	2854 NE ROSETREE DR	JENSEN BEACH	FL	34957
SANCHEZ FERNANDO RUBIO	4476 SE BECKET AVE	STUART	FL	34997
SCHOOL BOARD OF MARTIN COUNTY	500 E OCEAN BLVD	STUART	FL	34994
SOLID GROUND OF MARTIN COUNTY LLC	2076 NW DIAMOND CREEK WAY	JENSEN BEACH	FL	34957
STRAIN BRIAN	4357 HICKORY HOLLOW RD	GASTONIA	NC	28056
TELM, SANDRA LYNN	37 NE 16TH TER	STUART	FL	34994
THAYER JOAN ELAINE	1 NE 15TH TERR	STUART	FL	34994
TILLMAN, JERRY D III	62 NE 18TH ST	STUART	FL	34994
TLC LLC	1592 NE SOUTH ST	JENSEN BEACH	FL	34957
TREASURE COAST COMMUNITY CHURCH INC	PO BOX 1511	JENSEN BEACH	FL	34958
TYSON CLEVELAND	231 NW BAKER RD	STUART	FL	34994
VILORIA MARIO WVILORIA CARMEN	1720 NE SENECA AVE	STUART	FL	34994
WELLIVER, ALAN RWELLIVER, BRENDA L	27 NE 16TH TERR	STUART	FL	34994
WILLIAMS JAMES ESTATE	1100 NW 128TH ST	MIAMI	FL	33168
WILSON SHACARA D	3654 BURLINGTON AVE N	ST PETERSBURG	FL	33713



Development Department
121 SW Flagler Ave. Stuart FL 34994
Phone: 772.600.5375

VIA MAIL AND EMAIL

September 17th, 2020
Taryn Kryzda
County Administrator
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996

RE: City of Stuart property annexations.

Dear Taryn,

In accordance with the City of Stuart Comprehensive Plan Intergovernmental Coordination Element Policy A8.13, please find enclosed a proposal for the City to annex four properties located in the area adjacent to NW Baker Road and NW Green River Parkway, Stuart. The properties are all in ownership of the City of Stuart and subject to a Florida Communities Trust grant award agreement. Details of each property are also attached.

As part of the application the City proposes to assign a Future Land Use of Conservation and a Zoning of Public to each parcel.

The proposal is scheduled for the October 8th, 2020 Local Planning Agency meeting and hearings at the October 26th, 2020 and November 9th, 2020 City Commission meetings. If possible, please review and submit comments by Friday, October 2nd, 2020.

If you have any questions or would like to schedule a meeting to discuss the proposal, please feel free to contact me at 772 288 5328.

Sincerely,

Kev Freeman
Development Director

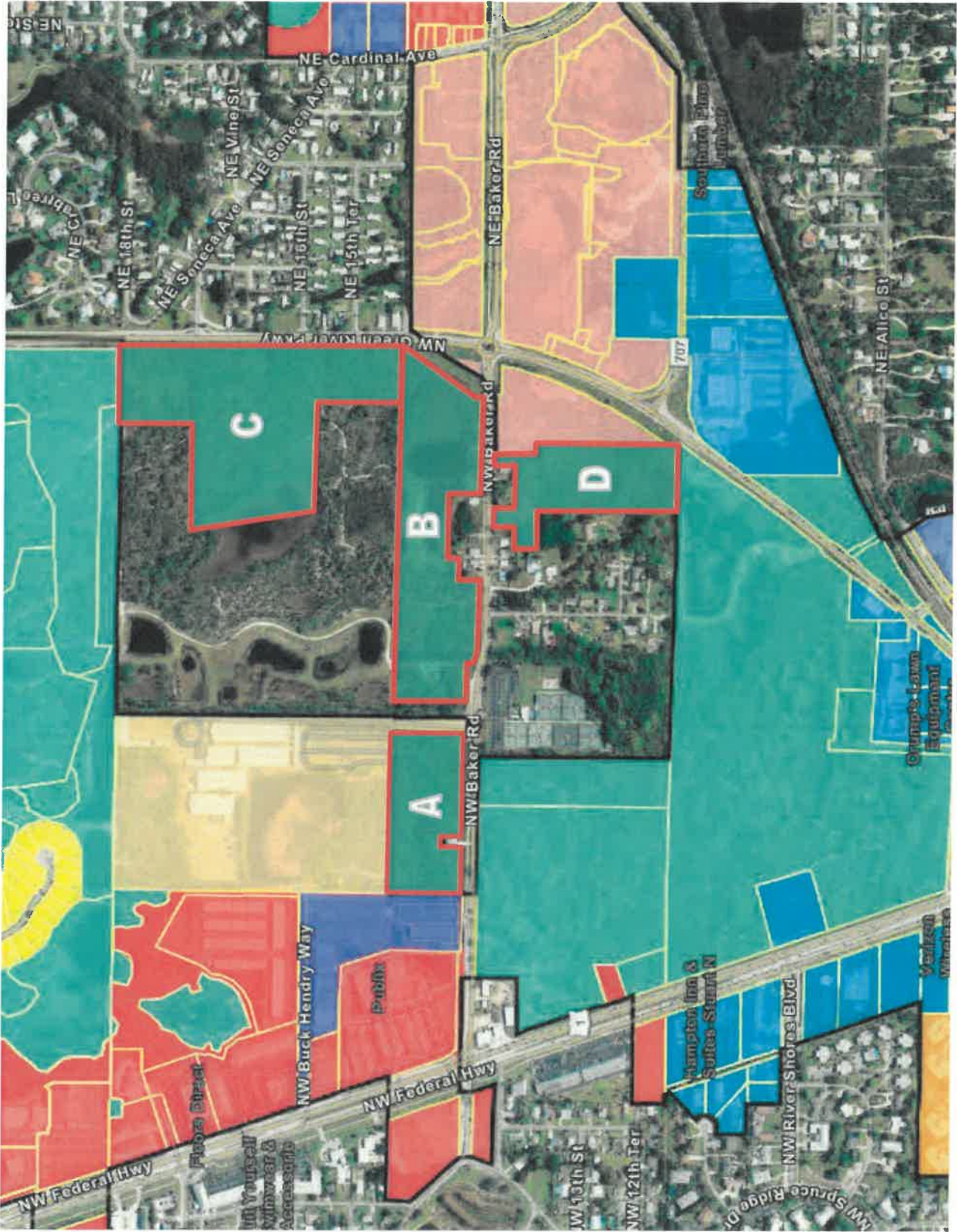
CC: Paul Shilling, Growth Management Director
Sarah Woods, County Attorney

B: PID#: 29-37-41-000-000-00260-0

PROPERTIES SUBJECT OF PROPOSED

D: PID#: 29-37-41-000-000-00501-9

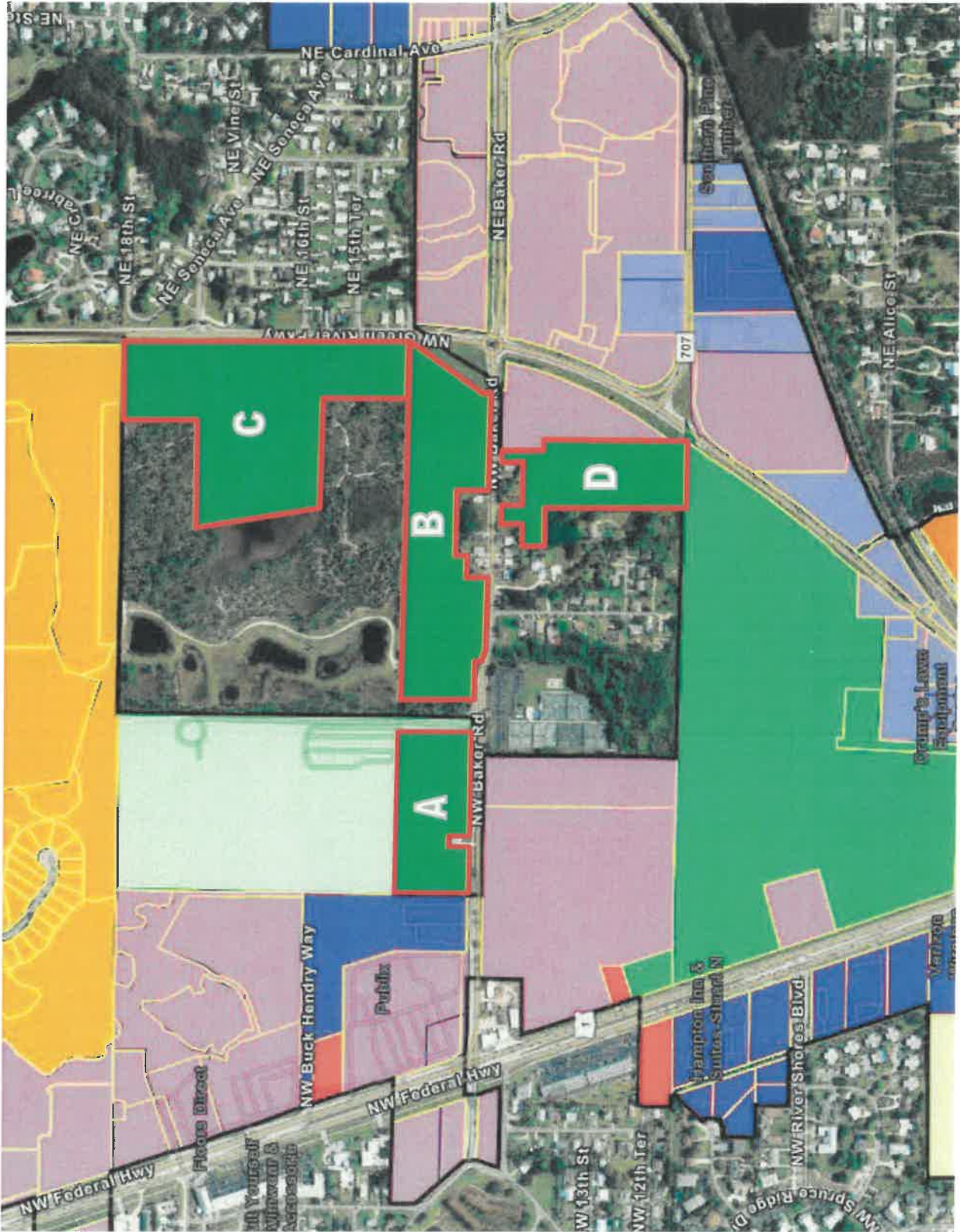
ANNEXATION



PROPERTIES SUBJECT OF PROPOSED ANNEXATION

FUTURE LAND USE

PROPOSED CITY: CONSERVATION



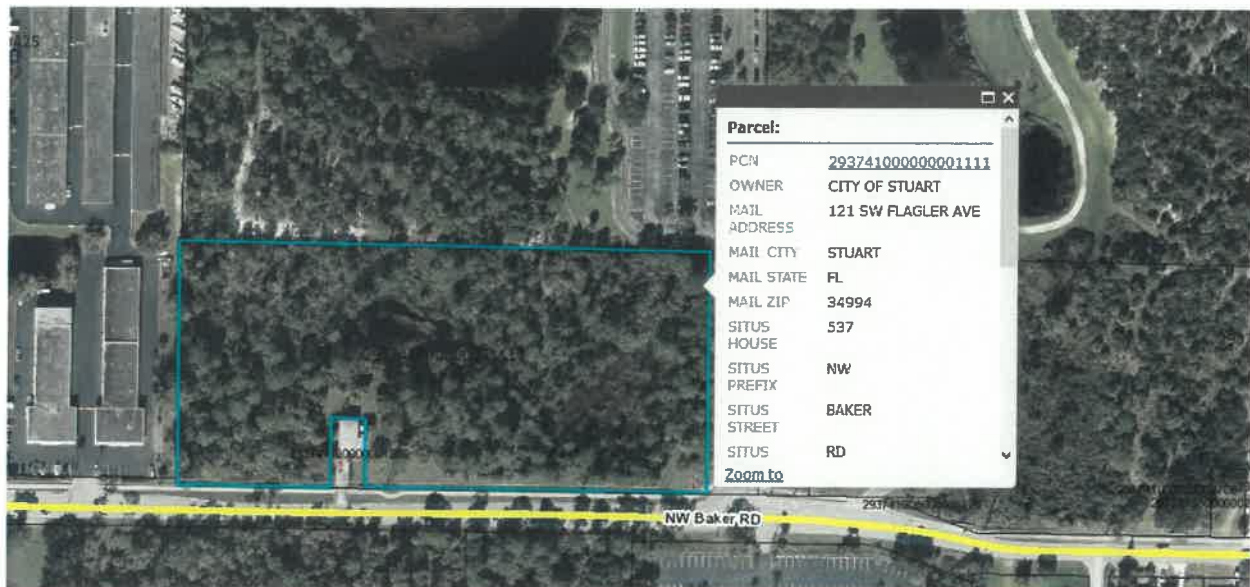
PROPERTIES SUBJECT OF PROPOSED ANNEXATION ZONING PROPOSED CITY ZONING: PUBLIC



PARCEL ID: 29-37-41-000-000-00111-1

ACRES: 6.12

ADDRESS: 537 NW BAKER RD, STUART



LEGAL DESCRIPTION

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

PARCEL ID: 29-37-41-000-000-00260-0

ACRES: 13.0

ADDRESS: 391 NW BAKER RD, STUART

**LEGAL DESCRIPTION**

Begin 633 feet East of the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run East 678 feet to the West road right-of-way, thence run Southwesterly and South to the North road right-of-way, thence run West along right-of-way 460 feet, thence run North 100 feet, thence run East 35 feet and North 292.87 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin 1,326.1 feet North of the Southeast section corner and 703.15 feet West for the Point of Beginning, thence continue West 300 feet, thence run South 244.59 feet, thence run East 265 feet, thence run South 50 feet, thence run East 35 feet and North 292.89 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run South 396.48 feet, thence run East along road right-of-way 180.12 feet, thence run North 100 feet, thence run East 100 feet, thence run North 50 feet, thence run East 50 feet, thence run North 244.59 feet and East 333 feet to the Point of Beginning, and the East 171 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North of Baker Road, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

That part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, lying North of the North right-of-way of Baker Road; less triangle along North right-of-way as described in O.R. Book 1076, Page 2499 and less that West 925.89 feet thereof.

(Containing 13 Acres +/-)



PARCEL ID: 29-37-41-000-000-00010-3

ACRES: 16.9

ADDRESS: NW GREEN RIVER PKY, STUART

**LEGAL DESCRIPTION**

Part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, described as follows:

Begin 2,255 feet, more or less, East of the Northwest corner of the Southeast $\frac{1}{4}$; thence run South 350 feet, thence run West 520 feet; thence run South $09^{\circ}43'31''$ East 603.83 feet; thence run East 530 feet; thence run South 400 feet; thence run East to the East line of Section; thence run North to the Northeast corner of the Southeast $\frac{1}{4}$ and West to the Point of Beginning. Less and except the East 30 feet thereof.



PARCEL ID: 29-37-41-000-000-00501-9

ACRES: 6.44

ADDRESS: UNASSIGNED, SOUTH BAKER ROAD, STUART

**LEGAL DESCRIPTION**

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 181-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A "CONCEPTUAL APPROVAL AGREEMENT" BETWEEN THE CITY AND THE FLORIDA COMMUNITIES TRUST OF THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS RELATING TO THE "HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS PROJECT" GRANT; FURTHER DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A "CONFIDENTIALITY AGREEMENT" RELATING TO THIS PROJECT GRANT; APPROVING AN ACQUISITION PLAN FOR THE PROJECT; PROVIDING AN 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 on behalf on the City a "Conceptual Approval Agreement" between the City and the Florida Communities Trust of the Florida Department of Community Affairs relating to the "Haney Creek Watershed Preservation and Greenways Project." A copy of the agreement is attached as "Attachment A."

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute on behalf on the City a "Confidentiality Agreement" relative to this Project. A copy of the agreement is an attachment to the agreement.

SECTION 3: An "Acquisition Plan" is hereby approved for this Project. A copy of the plan is attached as "Attachment B."

SECTION 4: This resolution shall take effect upon adoption.

ADOPTED this 23rd day of November, 1998.

ATTEST:


DIANNE M. O'DONNELL
CITY CLERK


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


CARL V.M. COFFIN
CITY ATTORNEY

ORIGINAL

FCT Contract #99-CT-8D-98-8A-H1-045

FLORIDA COMMUNITIES TRUST

P8A AWARD #98-045-P8A

HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

CONCEPTUAL APPROVAL AGREEMENT

THIS AGREEMENT is entered into on JANUARY 5, 1999, the date the last party executes this Agreement, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART (FCT Recipient), a local government of the State of Florida. The intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (Project Site), that are necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Sections 259.101, 375.045, and Chapter 380, Part III, Florida Statutes (F.S.).

* * * * *

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs (Department) that will assist local governments in bringing local comprehensive plans into compliance and implementing the goals, objectives, and policies of the conservation, recreation and open space, and coastal management elements of local comprehensive plans, or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.101(3)(c) of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) less certain reductions of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet have annually authorized the sale and issuance of State of Florida Department of Environmental Protection Preservation 2000 Revenue Bonds (Bonds); and Bonds have been annually sold, thereby producing revenues for distribution according to Section 259.101(3)(c), F.S.;

WHEREAS, the Bonds are issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-4, Florida Administrative Code (F.A.C.), describes the

Funded/Joint Acquisition/98-045-P8A

11/6/98

FINAL

procedures for evaluation and selection of lands proposed for acquisition using funds allocated to the FCT through the Department of Community Affairs from the Preservation 2000 Trust Fund;

WHEREAS, the FCT Governing Body met on August 27-28, 1998, to score, rank and select projects that were to receive Conceptual Approval for funding;

WHEREAS, the FCT Recipient's project, described in an application submitted for evaluation, was selected for funding and in accordance with Rule Chapter 9K-4, F.A.C., and more particularly described within this Agreement;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of Conceptual Approval that must be satisfied by FCT Recipient prior to the disbursement of any FCT Preservation 2000 funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Series Bond Proceeds.

NOW THEREFORE, FCT and FCT Recipient mutually agree as follows:

I. GENERAL CONDITIONS

1. At least two original copies of this Agreement shall be executed by FCT Recipient and returned to the FCT office at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 as soon as possible and before **December 15, 1998**. Upon receipt of the signed Agreements by FCT, FCT will execute the Agreements, retain one original copy and return all other copies that have been executed to FCT Recipient. If the FCT Recipient requires more than one original document, the FCT Recipient should photocopy the number of additional copies needed, and then execute each as an original document.

2. The name *Conceptual Approval Agreement* is used to indicate that the project has been approved as a concept that was described in FCT Application #98-045-P8A. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known, such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property. The Conceptual Approval Agreement is in every respect a grant contract between the parties. The Agreement describes activities that will be conducted both prior and subsequent to acquisition of the Project Site, described in the application that was submitted and selected for funding by the FCT.

3. Conceptual Approval for funding shall be until **July 27, 1999**. In the event the project has not been completed in full by **July 27, 1999**, the Conceptual Approval Agreement must be extended in order that the grant will remain in effect. In advance of the **July 27, 1999**, date and in sufficient time before a meeting of the FCT governing board that would allow

approval of an extension to this Agreement before its expiration, the FCT Recipient must request a written extension to the Conceptual Approval Agreement for project continuation in compliance with Rule 9K-4.010(2)(j), F.A.C. If the FCT Recipient does not request an extension, or if an extension is not granted to the FCT Recipient by the FCT Governing Body, the Preservation 2000 award granted to the FCT Recipient by the Governing Body shall terminate and all obligations hereunder shall cease.

Based upon the Florida Legislature's ongoing oversight of the rate of expenditure of funds, and the impact on future funding if expenditures do not timely occur, the FCT requires that the project be completed as soon as possible after project selection.

4. Extensions to this Agreement, described in Paragraph 3 above, shall not exceed 24 months from the date the Agreement was approved by the FCT, except as described in this paragraph. In compliance with Section 380.510(f), F.S., if the project is not concluded by October 27, 2000, the project shall only be extended if the FCT Governing Body determines that a request for additional time to complete the project is warranted based upon FCT Recipient's demonstration that significant progress is being made toward closing the project or that extenuating circumstances warrant an extension of time.

5. This Agreement may be terminated before its expiration at the written request of the FCT Recipient. Such a request shall fully describe the circumstances that compel the FCT Recipient to terminate the project. A request for termination should be mailed to the offices of the FCT at the address given in paragraph 1 above. The request for termination will be placed on the agenda of the next regularly scheduled meeting of the FCT Governing Body for concurrence by the FCT. The termination shall be acknowledged by the FCT in a letter to the FCT Recipient.

Circumstances may arise that, in the analysis of the FCT, warrant termination of the project before its completion. In such an event, the FCT will advise the FCT Recipient of its analysis and will confer with the FCT Recipient on continuation of the project. If the FCT Recipient concurs, a request for termination will be considered at the next regularly scheduled meeting of the FCT Governing Body.

6. FCT Recipient agrees to make diligent efforts to submit the documentation to FCT that is required in this Agreement as soon as is reasonably possible so that the Project Site may be acquired in an expeditious manner. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, are strictly enforced. Failure to adhere to deadlines, whether stated in this Agreement or associated with meetings of the FCT Governing Body, may result in delays in the project, may result in allocation of time or resources to other recipients that responded timely, and may result in this Agreement being voidable. It is the responsibility of the FCT Recipient to know all project deadlines, to devise a method of monitoring the project, and to adhere to all deadlines.

7. The FCT Preservation 2000 award granted to the FCT Recipient will in no event

exceed the lesser of Ninety-Five Percent (95.00%) of the final Total Project Costs, as defined in Rule 9K-4.002(30), F.A.C., or Four Million Four Hundred Twenty-Four Thousand Six Hundred Twenty-Five Dollars And No Cents (\$4,424,625.00), unless the FCT Governing Body approves a different amount, which shall be reflected in an addendum to this Agreement.

8. The grant amount stated in paragraph 7 above is based on the FCT Recipient's estimate of Total Project Costs in application #98-045-P8A, as well as limits on awards in the Notice of Application Period announcing the application cycle. When disbursing funds for the project, the FCT will recognize the actual Total Project Costs, defined in Rule 9K-4.002(30), F.A.C., for acquisition of the Project Site. The Total Project Costs will be reflected on a grant reconciliation statement prepared pursuant to paragraph 10 below. The FCT will participate in the land cost at either the actual purchase price, or the Maximum Approved Purchase Price based on appraisal reports that comply with requirements set forth in Rule 9K-6.007, F.A.C., whichever is less, and multiplied by the percent stated in paragraph 7 above.

9. The FCT Governing Body has given Conceptual Approval for funding to acquire the entire Project Site identified in the FCT Recipient's application #98-045-P8A. The FCT Governing Body reserves the right to withdraw the FCT award if the acreage that comprises the Project Site is reduced so that the objectives of the acquisition cannot be achieved. Request for modification of the boundary of the Project Site identified in the FCT Recipient's application #98-045-P8A may be considered by the FCT Governing Body following the procedures for submission and review of boundary modification requests set forth in Rule 9K-4.0105, F.A.C.

If the Project Site is comprised of multiple parcels, an Acquisition Plan was required in the application. The FCT Governing Body reserves the right to withdraw the FCT award if the priority parcel(s), identified in the Acquisition Plan prepared pursuant to Rule 9K-4.004(5)(g), F.A.C., included in application #98-045-P8A, incorporated by reference herein and attached as Exhibit "A," cannot be acquired. Approval of the Conceptual Approval Agreement shall constitute approval of the Acquisition Plan by FCT.

10. The FCT funds shall be delivered either in the form of eligible Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller's designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT award that corresponds to the parcel being closed. FCT will prepare a grant reconciliation statement prior to the closing of the Project Site parcel that will evidence the amount of local match, if any is required, provided by the FCT Recipient and the portion of the FCT award that corresponds to the parcel being closed. Cash expended by the FCT for eligible Project Costs incurred by the FCT will be recognized as part of the FCT grant award amount on the grant reconciliation statement.

11. The FCT Recipient's local match, if any is required, shall be delivered either in the form of eligible Project Costs prepaid to vendors by the FCT Recipient; cash; eligible documented donation by Seller of land value; or FCT Recipient's warrant at the closing of the Project Site. If the Project Site is comprised of multiple parcels, the FCT Recipient shall deliver at the closing of each parcel the share of the local match, if any is required, that corresponds to the parcel being closed. The cash expended by the FCT Recipient for eligible Project Costs incurred by the FCT Recipient conducting acquisition activities will be recognized as part of the local match, if any is required, on the reconciliation statement prepared pursuant to paragraph 10 above. In the event FCT Recipient's application #98-045-P8A represents that land value is the source of local match, if any is required, the value attributed to the land local match, if any is required, shall be determined after an appraisal report that complies with the procedures and requirements set forth in Rule 9K-6.007, F.A.C. Such appraisal report shall be subject to review and approval by FCT prior to FCT funds being delivered for the project.

12. The FCT Governing Body adopted the Preservation 2000 Program Approved List of Complete Applications for Series P8A Funding Cycle on May 18, 1998, at which time the Project Site became part of a list of lands that were approved for consideration for land acquisition. If action initiated by the FCT Recipient that is the local government having jurisdiction over the Project Site, subsequent to May 18, 1998, results in a governmentally-derived higher value due to an enhanced highest and best use, the FCT acquisition activities will be terminated unless the seller agrees that the appraisal will be done at the highest and best use of the Project Site on or before May 18, 1998.

13. FCT Recipient hereby notifies the FCT that the following local government employee or official is the authorized key contact, or project manager, on behalf of the FCT Recipient for purposes of coordinating project activities for the duration of the project:

Name: David Collier
 Title: City Manager
 Address: 121 S.W. Flagler Ave. Stuart, FL. 34994
 Phone: (561) 288-5312 Fax: (561) 288-5316

The FCT Recipient must notify the FCT as to any change in the authorization of the key contact on behalf of the FCT Recipient named above. This notification must be made in writing to the Executive Director and signed by the appropriate local government employee, official or authorized representative named in paragraph II.6.d. below.

14. This Agreement may be amended at any time prior to FCT giving Project Plan approval to the FCT Recipient. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT. Such amendments shall become a part of this Agreement.

II. REQUIREMENTS THAT MUST BE MET PRIOR TO INITIATION OF PROJECT SITE NEGOTIATION

1. The FCT Recipient hereby notifies the FCT that City of Stuart
[note: elect either FCT, FCT Recipient or FCT Recipient Agent] will be the party responsible for all negotiation and acquisition activities.

2. The FCT Recipient hereby notifies the FCT that the FCT Recipient(s)' Federal Employer Identification Number(s) is 59-6000 433.

3. No later than **December 15, 1998**, the FCT Recipient must deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the FCT Recipient and FCT.

4. No later than **December 15, 1998**, the FCT Recipient shall execute a Confidentiality Agreement pursuant to Rule 9K-6.010(5), F.A.C. A sample of a Confidentiality Agreement is attached as Exhibit "B"; an Agreement specific to this project will be prepared by FCT for execution by the FCT Recipient. This Confidentiality Agreement is not a part of this Agreement and may be amended without amending this Agreement, if needed.

5. By execution of this Agreement, the FCT Recipient affirms that:

a. the FCT Recipient is ready, willing and able to provide the local match, if any, is required;

b. the FCT Recipient reaffirms the representations made in FCT Application #98-045-P8A;

c. the FCT Recipient shall, on the anniversary date of the approval of the Project Plan by the FCT Governing Body, prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.;

d. the FCT Recipient authorizes the local government employee, official or authorized representative named in this paragraph to execute all documents in connection with this project on behalf of the FCT Recipient, including but not limited to the Conceptual Approval Agreement or any addenda thereto, purchase agreement for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and Grant Award Agreement pursuant to Rule 9K-6.014(6), F.A.C.:

Name: David Collier

Title: City Manager

Address: 121 S.W. Flagler Ave. Stuart, Fl. 34994

Funded/Joint Acquisition/98-045-P8A

11/6/98

FINAL

Phone: (561) 288-5312

Fax: (561) 288-5316

The FCT Recipient must notify the FCT as to any change in the authorization of the local government employee, official or representative named in this paragraph to execute all documents on behalf of the FCT Recipient. This notification must be made in writing to the Executive Director and signed by the appropriate local government employee, official or authorized representative.

III. PROJECT PLAN APPROVAL

1. Prior to closing of the real estate transaction and final disbursement of award funds by FCT, the FCT Recipient must prepare a Project Plan that complies with Rule 9K-4.011, F.A.C. This Project Plan is a compilation of the following items listed below, which must be reviewed and approved by FCT in a meeting of the FCT Governing Body. In the event that the FCT Recipient is a partnership, the FCT Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

The Project Plan shall include, and shall not be considered by FCT unless it includes all of the following documents, to be reviewed and approved by FCT to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement for acquisition of the Project Site, in a form approved by the FCT staff prior to being executed by the Seller, such agreement fully executed by both the Seller and the FCT Recipient, that is based on an appraisal or appraisals prepared consistent with the requirements of Rule Chapter 9K-6, F.A.C., and otherwise consistent with the provisions of that rule chapter and in a form and with terms that are acceptable to FCT. (See Paragraph 1 of Section IV below.)

b. A management plan that complies with the following: written according to Exhibit "C" (*FCT Technical Assistance Bulletin #2--Writing a Management Plan*), which is attached hereto and incorporated herein by reference; acceptable to FCT; addresses the criteria and conditions set forth in Section IV, V, VI, VII and VIII hereinbelow; and, at a minimum, sets forth how the site will be managed to further the purpose of the project, contains a description of all planned improvements to the Project Site, identifies the costs of management and site improvement and funding sources, and identifies the management entity and its funding source.

If the FCT Recipient is not the proposed managing entity, the Project Plan must also include a signed agreement between the FCT Recipient and the managing entity stating the managing

entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project, and identification of the source of funding for management.

c. A statement of the Total Project Cost, including all non-recurring costs of project development.

d. A statement of the amount of the award being requested from the FCT.

e. A statement from each local government in whose jurisdiction the Project Site is located that the Project Plan is consistent with the local comprehensive plan.

f. Evidence that the conditions imposed as part of the Conceptual Approval Agreement have been satisfied.

g. An affidavit from the FCT Recipient evidencing that after conducting a diligent search, the FCT Recipient, to the best of its knowledge, represents that there are no existing or pending violations of any local, state, regional and federal laws and regulations on the Project Site.

2. The FCT strongly encourages the FCT Recipient to request a courtesy review of its entire Project Plan, but especially its management plan, well in advance of the meeting of the FCT Governing Body where the Project Plan will be considered for approval and funds will be authorized for disbursement. As a part of its duties to the FCT Governing Body, FCT Staff will make a recommendation of approval of complete and accurate Project Plans or disapproval of incomplete or insufficient Project Plans. FCT Recipient is strongly urged to coordinate with the FCT staff in order that the FCT review of the management plan coincides with both the anticipated FCT Governing Body approval and the closing date of the real estate transaction(s) associated with the project.

3. Pursuant to 9K-4.011(2)(f), F.A.C., FCT shall withhold Project Plan approval if the local comprehensive plan(s) of the FCT Recipient or the FCT Recipient's partner is, for any reason, found not in compliance by the Department after conceptual approval has been granted by FCT, unless the FCT Recipient has executed a Compliance Agreement (formerly called a stipulated settlement agreement) with the Department to resolve all of the issues raised by the Department in a statement of intent to find a plan not in compliance issued pursuant to Section 163.3184(8), F.S.

4. Pursuant to Rule 9K-4.011(3), F.A.C., the FCT shall publish a Notice of Approval for Preservation 2000 Funds in the *Florida Administrative Weekly* that shall list each Project Plan that has received approval for funding and the amount of funding approved. Any person with a substantial interest that is or may be determined by the decision of the FCT to reject or approve the Project Plan may request an administrative proceeding pursuant to Section 120.57, F.S. within 21 days from publication of the Notice of Approval for Preservation 2000 Funds. Real

estate closings associated with the project may close only after expiration of the 21-day notice period, so long as no requests for an administrative proceeding have been filed.

IV. PROJECT SITE ACQUISITION REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, F.S.

FCT RECIPIENT AGREES AS FOLLOWS:

1. FCT shall approve the terms under which the interest in land is acquired, pursuant to Section 380.510(3), F.S. Such approval is deemed given when the FCT governing body approves and executes the purchase agreement for acquisition of the Project Site, further described in Section III.1.a. above, to which FCT is a party.

2. Title to the Project Site shall be titled in the FCT Recipient, unless the FCT Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund (Trustees). Such request shall be subject to the approval of FCT and the Trustees. The FCT Recipient hereby elects that title to the Project Site shall be vested in City of Stuart [Note—insert either the name of FCT Recipient or Board of Trustees of Internal Improvement Trust Fund]. If the FCT Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, F.S., and Rule 18-1, F.A.C.

3. The transfer of title to the FCT Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), F.S., and Rule Chapter 9K-6, F.A.C., have been fully complied with by the FCT Recipient and FCT.

4. Any deed whereby the FCT Recipient acquires title to the Project Site shall contain or be subject to such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Section 375.045 and 375.051, F.S.; Section 9, Article XII of the State Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds and shall contain clauses providing for the conveyance of title to the Project Site in the Board of Trustees of the Internal Improvement Trust Fund upon failure to use the Project Site conveyed thereby for such purposes. Such covenants and restrictions as are described in this paragraph shall be in the form of a Grant Award Agreement, prepared by FCT, executed by the parties to the Conceptual Approval Agreement and recorded at the time of closing of the Project Site. The recordable Grant Award Agreement shall restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. All statements contained in the recordable Grant Award Agreement are contained in this Conceptual Approval Agreement, with the exception of statements that do not survive the real estate closing of the Project Site.

5. The Grant Award Agreement containing such covenants and restrictions as

referenced in paragraph 4 above and describing the real property subject to the Agreement shall be executed by the FCT and FCT Recipient at the time of the conveyance of the Project Site and shall be recorded in the county in which the Project Site is located.

6. If any essential term or condition of the Grant Award Agreement is violated, and the FCT Recipient does not correct the violation within 30 days of written notice of violation, title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The deed transferring title to the Project Site to the FCT Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

7. The interest acquired by the FCT Recipient in the Project Site shall not serve as security for any debt of the FCT Recipient.

8. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed or revert to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

9. The Project Site shall be managed only for the conservation, protection and enhancement of natural resources and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site must be specifically designated in the management plan approved by the FCT as a part of the Project Plan.

V. OBLIGATIONS OF THE FCT RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. Following the acquisition of the Project Site, the FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient subsequent to the Project Site's acquisition.

2. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

3. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the management plan approved by the FCT as a part of the Project Plan.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

5. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

VI. OBLIGATIONS OF THE FCT RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Sections 375.045(4) and 380.510(7)(a) and (b), F.S., to impose conditions for funding on FCT Recipient in order to ensure that the project complies with the requirements for the use of Preservation 2000 Bond proceeds including without limitation the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. If the Project Site is to remain subject, after its acquisition by the FCT Recipient and/or the Trustees, to any of the below listed transactions, events, and circumstances, the FCT Recipient shall provide at least 60 days advance written notice of any such transactions, events, and circumstances to FCT, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest. FCT Recipient agrees and acknowledges that the following transactions, events, and circumstances may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The FCT Recipient further agrees and acknowledges that the following transactions, events, and circumstances may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to any person or organization;
- b. the operation of any concession on the Project Site by any person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with any person or organization;

d. any use of the Project Site by any person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

f. a management contract of the Project Site with any person or organization;
or

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

The foregoing are collectively referred to as the "Disallowable Activities."

VII. DISALLOWABLE ACTIVITIES/REMEDIES

In the event that FCT determines at any time or from time to time that the FCT Recipient is engaging or allowing others to engage in Disallowable Activities on the Project Site, the FCT Recipient agrees to immediately cease or cause the cessation of the Disallowable Activity upon receipt of written notice from the FCT. To the extent allowed by law, FCT Recipient hereby indemnifies and agrees to hold FCT harmless from all claims, causes of action or damages of any nature whatsoever arising from or with respect to Disallowable Activities on the Project Site. Nothing herein shall be deemed a waiver of the FCT Recipient's sovereign immunity. In addition to all other rights and remedies at law or in equity, FCT shall have the right to temporary and permanent injunctions against FCT Recipient for any Disallowable Activity on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

VIII. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN

The management plan for the Project Site is mentioned throughout this Agreement, and is particularly described in Paragraph 1.b. of Section III above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the management plan shall address the following conditions that are particular to the Project Site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-4.010(2)(f), F.A.C.:

1. Outdoor recreational facilities including nature trails, boardwalks, an observation deck and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.
2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.
3. Regularly scheduled and ongoing educational programs that promote the protection of natural resources shall be provided at the Project Site. The programs shall include guided walks and programs for school groups.
4. A survey of vegetative communities and plant species shall be conducted on the Project Site. The FCT Recipient shall detail how the survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural resources on the Project Site.
5. The slash pine, sand pine scrub, hardwood swamp and wetland communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.
6. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the gopher tortoise, scrub jay and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

7. Management of the Project Site shall be coordinated with the Department of Environmental Protection's Aquatic Preserve Management Plan and the Indian River Lagoon SWIM Plan.
8. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site. Vegetated buffers shall be used as necessary to ensure that resources and planned outdoor recreation activities on the project site are sufficiently protected from the adverse impacts of adjacent land uses.
9. Approximately 7 acres of disturbed upland and wetland vegetation on the Project Site shall be restored in terms of biological composition and ecological function by removing exotics and planting native vegetative species.
10. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.
11. A stormwater management program shall be developed and implemented on the Project Site to improve the quality of water entering Haney Creek and the St. Lucie River. The FCT Recipient shall coordinate with the South Florida Water Management District on the development of a stormwater management program for the Project Site.
12. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinate with Division of Forestry and Game and Fresh Water Fish Commission.
13. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area.
14. Pedestrian and bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing pedestrian walkways and/or bicycle parking stands.
15. The Project Site shall be incorporated into the City's overall management program for the protection and enhancement of natural and recreational resources within the greenway corridor that extends from the St. Lucie River to the Savannahs State Preserve.
16. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

This Agreement including Exhibits "A", "B" and "C" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF STUART

FLORIDA COMMUNITIES TRUST

By: [Signature]
Print Name: Jeffrey A. Krauskopf
Its: Mayor

By: [Signature]
James F. Murley, Chair
Date: 11/5/99

Date: 11/24/98
ATTEST: [Signature]
Print Name: Dianne O'Donnell
City Clerk

Approved as to Form and Legality:
By: [Signature]
Print Name: CARL V.M. COFFIN

Approved as to Form and Legality:
By: [Signature]
Ann J. Wild, Trust Counsel

STATE OF FLORIDA
COUNTY OF MARTIN

I, the undersigned, duly appointed City Clerk of the City of Stuart, Florida, HEREBY CERTIFY that this is a true and correct copy of the original.

Signature: [Signature]
CITY CLERK
DATE: 3/17/99

ORIGINAL

Contract No: 99-CT-8D-98-8A-H1-045

FCT Project No: 98-045-P8A

FCT Project Name: HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-6.010(5), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: CITY OF STUART ("FCT Recipient"), a municipality within the State of Florida, and the Florida Communities Trust ("FCT"), a nonregulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the Project Site in FCT application 98-045-P8A That was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number 98-045-P8A ("Project Site").

Confidentiality:

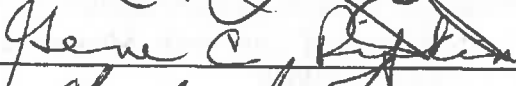
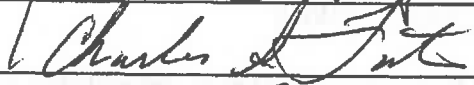
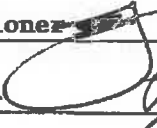
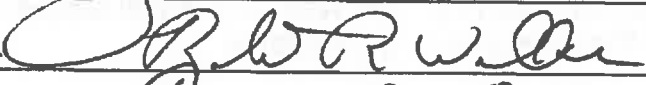
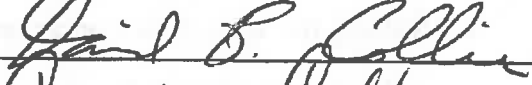
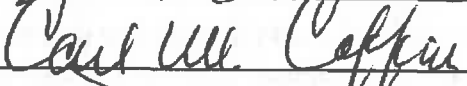
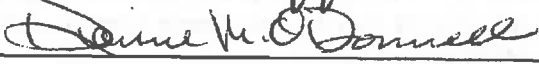
a) Pursuant to Rule 9K-6.002(17), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07(1), Florida Statutes (F.S.).

b) The FCT Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C. The FCT Recipient may disclose such confidential information only to the individuals listed herein below.

c) Requests to add persons to the disclosure list must be made in writing and the FCT Recipient must receive the written consent of the FCT Executive Director and execute an Addendum to the Agreement. All confidentiality requirements outlined above shall apply to individuals added to the list.

d) The undersigned board members and staff of the FCT Recipient ("FCT Recipient") and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 98-045-P8A as required by Section 125.355 (1)(a), F.S., for counties, or Section 166.045 (1)(A), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C., and by this Confidentiality Agreement between the FCT Recipient and FCT.

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	FCT Recipient Board Member, Staff or Agent name	Signature
	<u>Karl J. Krueger, Jr., Mayor</u>	
	<u>Gene C. Rifkin, Vice Mayor</u>	
	<u>Charles S. Foster, Commissioner</u>	
	<u>Jeffrey A. Krauskopf, Commissioner</u>	
	<u>Robert W. Walker, Commissioner</u>	
	<u>David Collier, City Manager</u>	
	<u>Carl V.M. Coffin, City Attorney</u>	
	<u>Dianne M. O'Donnell, City Clerk</u>	
	<u>Wm. F. Underwood, Administrative Services Director</u>	

CITY OF STUART

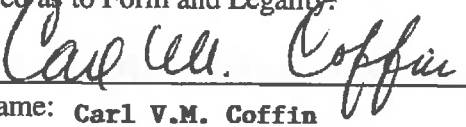
By: 
 Print Name: Karl J. Krueger

Its: Mayor

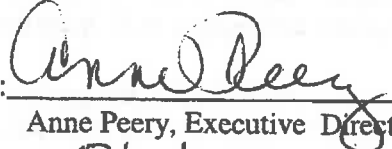
Date: 5/8/99

ATTEST: 
 Dianne M. O'Donnell, City Clerk

Approved as to Form and Legality:

By: 
 Print Name: Carl V.M. Coffin
 City Attorney

FLORIDA COMMUNITIES TRUST

By: 
 Anne Peery, Executive Director

Date: 3/11/99

Approved as to Form and Legality:

By: 
 Ann J. Wild, Trust Counsel

Contract No: 99-CT-8D-98-8A-H1-045

FCT Project No: 98-045-P8A

FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 1 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 1 to Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART ("FCT Recipient"), this 19 day of July 1999.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by FCT Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the Project Site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires July 27, 1999 ;

WHEREAS, the FCT Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the July 27, 1999 expiration date;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the FCT Recipient. Any agreement must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.;

NOW THEREFORE, the FCT and FCT RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before July 27, 1999

3. The Conceptual Approval Agreement by and between FCT and FCT Recipient is hereby extended until January 27, 2000

The date of execution of this addendum shall be the date that the last party signs this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 1 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

By: [Signature]

Print Name: Karl J. Krueger, Jr.
Mayor

Attest: [Signature]
Dianne M. O'Donnell
City Clerk

Date: 7/2/99

FLORIDA COMMUNITIES TRUST

By: [Signature]

Steven M. Seibert, Chair

Date: 7/19/99

Approved as to Form and Legality:

By: [Signature]

Print Name: CALL V.N. COFFIN

Approved as to Form and Legality:

By: [Signature]

Ann J. Wild, Trust Counsel

City of Stuart

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

Dianne M. O'Donnell
City Clerk

PHONE (561) 288-5306
FAX (561) 288-5305

July 2, 1999

Florida Communities Trust
Anne Peery, Executive Director
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

ATTENTION: Anne Perry, Executive Director

REFERENCE: Haney Creek Watershed Preservation & Greenways Grant
Addendum I - PROJECT #98-045-P8A / City of Stuart

MESSAGE: Enclosed are two original addendums executed by city officials.
Please complete with required signatures and return one fully
executed original to the Office of the City Clerk at the address
indicated above.

If you have any questions please do not hesitate to call.

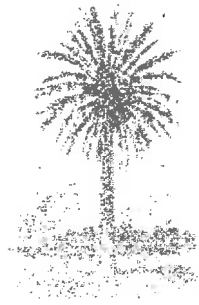
Sincerely,



Dianne M. O'Donnell
City Clerk

Enc.

rec'd 7/27



Florida Communities Trust

June 14, 1999

David Collier
City Manager
City Development Department
121 SW Flagler Avenue
Stuart, FL 34994-2192

RE: City of Stuart
Haney Creek Watershed Preservation and Greenways
Project Number: 98-045-P8A

Mr. Collier:

Enclosed find Addendum I to the Conceptual Approval Agreement for the referenced project. The Addendum reflects an extension of time granted by the governing board of the Florida Communities Trust at its June 11, 1999, meeting. Your agreement has been extended according to the terms set forth in the addendum. Any questions about the addendum can be directed to Ann Wild, Trust Attorney at (850) 488-0410. Please execute the addendum and return it to the Trust **as soon as possible**.

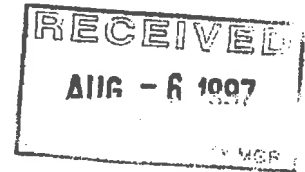
Please expedite your FCT project so that we can conclude it as soon as possible. This expediting includes promptly returning documents, phone calls or any other step needed to achieve success in your project. I encourage you to rely on the Trust staff for any assistance you need to bring the project to a successful conclusion.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anne Peery". The signature is written in dark ink and is positioned above the printed name and title.

Anne Peery
Executive Director

Enclosure: Conceptual Approval Agreement Addendum I



Florida Communities Trust

August 4, 1999

Mr. David Collier
City Manager
121 S.W. Flagler Ave.
Stuart, Florida 34994

**RE: FCT Project Number: 98-045-P8A
City of Stuart
Haney Creek Watershed Preservation and Greenways**

Dear Mr. Collier:

Enclosed please find a fully executed original of the Addendum I to Confidentiality Agreement for the above- referenced Florida Communities Trust Project.

If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

Sincerely,

A handwritten signature in dark ink, appearing to read "Lee H. Slaton", with a horizontal line extending to the right.

Lee H. Slaton
Operations & Management Consultant I

LHS/bw

Enclosures



Contract No: 99-CT-8D-98-8A-H1-045

FCT Project No: 98-045-P8A

FCT Project Name: HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

ADDENDUM TO CONFIDENTIALITY AGREEMENT

This is an Addendum to the Confidentiality Agreement ("Agreement") pursuant to Rule 9K-6.010(5), Florida Administrative Code (F.A.C.), and is entered into by the parties to add the undersigned persons to the list contained in the Agreement between the parties.

Parties to the Confidentiality Agreement: CITY OF STUART ("FCT Recipient"), a municipality State of Florida, and the Florida Communities Trust ("FCT"), a nonregulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the Project Site in FCT application 98-045-P8A That was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number 98-045-P8A ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-6.002(17), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07(1), Florida Statutes (F.S.).

b) The FCT Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C. The FCT Recipient may disclose such confidential information only to the individuals listed herein below.

c) The undersigned board members and staff of the FCT Recipient ("FCT Recipient") and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 98-045-P8A as required by Section 125.355 (1)(a), F.S., for counties, or Section 166.045 (1)(A), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C., and by this Confidentiality Agreement between the FCT Recipient and FCT.

d) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date FCT Recipient Board Member, Staff or Agent name Signature

7-22-99 Kim DeLaney, City Planner, City of Stuart

Kim DeLaney

7-23-99 Matthew Sexton, Florida Representative, The Conservation Fund

Matthew Sexton

CITY OF STUART

FLORIDA COMMUNITIES TRUST

By: *David Collier*
Print Name: DAVID COLLIER

By: *Anne Peery*
Anne Peery, Executive Director

Its: CITY MANAGER

Date: 8/3/99

Date: JUL 19, 1999

Approved as to Form and Legality:

By: *Carl V.M. Coffin*
Print Name: CARL V.M. COFFIN

Approved as to Form and Legality:

By: *Ann J. Wild*
Ann J. Wild, Trust Counsel

ORIGINAL

Contract No: 99-CT-8D-98-8A-A1-045

FCT Project No: 98-045-P8A

FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 2 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 2 to the Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART(Recipient), this 7th day of MARCH, 2000.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the project site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires January 27, 2000;

WHEREAS, the Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the January 27, 2000 expiration date;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the Recipient. Any agreement must be set forth in a written instrument and agreed to by both the Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.:

NOW THEREFORE, the FCT and RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before January 27, 2000.

3. The Conceptual Approval Agreement by and between FCT and Recipient is hereby extended until July 27, 2000.

ADD 2/98-045-P8A

01/26/2000

The date of execution of this addendum shall be the date that the last party signs this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 2 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

FLORIDA COMMUNITIES TRUST

By: [Signature]
Print Name: Karl J. Krueger Jr.

By: [Signature]
for Steven M. Seibert, Chair

Its: Mayor

Date: 3/3/00

Date: [Signature]
ATTEST City Clerk

Dianne M. O'Donnell, City Clerk
Approved as to Form and Legality:

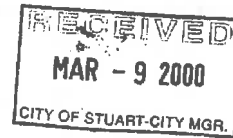
Approved as to Form and Legality:

By: [Signature]
Print Name: CARL V.M. COFFIN

By: [Signature]
Ann J. Wild, Trust Counsel



Florida Communities Trust



March 6, 2000

Mr. David Collier
City Manager
121 S.W. Flagler Ave.
Stuart, Florida 34994

**RE: FCT Project Number: 98-045-P8A
City of Stuart
Haney Creek Watershed Preservation and Greenways**

Dear Mr. Collier:

Enclosed please find a fully executed original of the Addendum II to Conceptual Approval Agreement for the above- referenced Florida Communities Trust Project.

If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

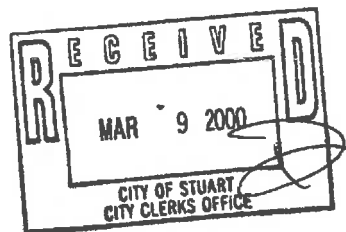
Sincerely,

A handwritten signature in dark ink, appearing to read "Lee H. Slaton".

Lee H. Slaton
Operations & Management Consultant I

LHS/bw

Enclosures



DEPARTMENT OF COMMUNITY AFFAIRS • 2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-2100
850/922-2207 • SUNCOM 292-2207 • FAX 850/921-1747


FLORIDA COMMUNITIES TRUST BICYCLES

City of Stuart

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

Dianne M. O'Donnell
City Clerk

PHONE (861) 288-5306
FAX (861) 288-5305

February 21, 2000

Ralph Cantral, Acting Executive Director
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Dear Ralph Cantral, Acting Executive Director:

SUBJECT: FCT PROJECT # 98-045-P8A

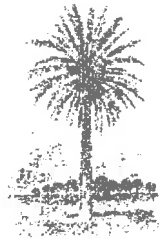
Honey Creek
Enclosed are two original Conceptual Approval Agreements for your execution. Please sign and date both and mail one fully executed original back in the self-stamped addressed envelope provided.

Respectfully,

Cherie White
Office Assistant II

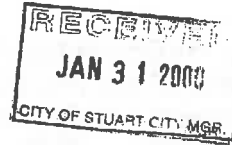
Enclosures (2)

cw



Florida Communities Trust

January 27, 2000



Mr. David Collier
City Manager
City Development Department
121 SW Flagler Avenue
Stuart, FL 34994-2192

RE: FCT Project Number 98-045-P8A
Haney Creek Watershed Preservation and Greenways
City of Stuart

Dear Mr. Collier:

Enclosed are two originals of Addendum 2 to the Conceptual Approval Agreement for the project. The Addendum includes an extension of time as approved by the governing board of the Florida Communities Trust at its January 26, 2000, meeting. Any questions about the addendum can be directed to Ann Wild, Trust Attorney at (850) 488-0410. Please execute the addendum and return it to the Trust as soon as possible.

Please expedite your FCT project so that we can conclude it as soon as possible. This expediting includes promptly returning documents, phone calls or any other step needed to achieve success in your project. I encourage you to rely on the Trust staff for any assistance you need to bring the project to a successful conclusion.

Sincerely,

Ralph Cantrai
Acting Executive Director

RC:lhs

Enclosure: Conceptual Approval Agreement Addendum 2

Contract No: 99-CT-8D-98-8A-A1-045

FCT Project No: 98-045-P8A

FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 3 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 3 to the Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART (Recipient), this 7th day of SEPTEMBER, 2000.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the project site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires July 27, 2000;

WHEREAS, the Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the July 27, 2000 expiration date;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.; and

WHEREAS, Section 215.97, Florida Statutes, the Florida Single Audit Act, provides uniform state audit requirements for state financial assistance provided by state agencies over the audit threshold as defined in that Section;

WHEREAS, the parties hereto desire to make these requirements a part of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.;

WHEREAS, the Recipient has requested the expansion of the boundary of the Project Site to add two adjacent parcels and this request was approved on August 3, 2000, by the Acting Executive Director pursuant to the authority delegated to him by the governing board ;

WHEREAS, the parties hereto desire to make these two parcels a part of the Conceptual Approval Agreement; and

WHEREAS, the Recipient has requested a modification to the Acquisition Plan included in the application, and incorporated by reference and attached as Exhibit "B" to the Conceptual Approval Agreement, to include these two parcels;

WHEREAS, the parties hereto desire to amend the Conceptual Approval Agreement to modify the Acquisition Plan;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the Recipient. Any agreement must be set forth in a written instrument and agreed to by both the Recipient and FCT;

NOW THEREFORE, the FCT and RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.
2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before July 27, 2000.
3. The Conceptual Approval Agreement by and between FCT and Recipient is hereby extended until January 27, 2001.
4. The Conceptual Approval Agreement by and between FCT and Recipient is hereby amended to add Section IX as follows:

IX. AUDIT REQUIREMENTS

1. The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
2. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by FCT. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
3. The Recipient shall also provide FCT with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
4. In the event that the Recipient expends a total amount of State financial assistance from all state sources equal to or in excess of \$300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General.

Section 1.7. above below indicates State financial assistance through FCT by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, except that State financial assistance received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by FCT as a grant appropriation.

- a. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
- c. The complete financial audit report, including all items specified in (12)(d) 1 and 2 above, shall be sent directly to:

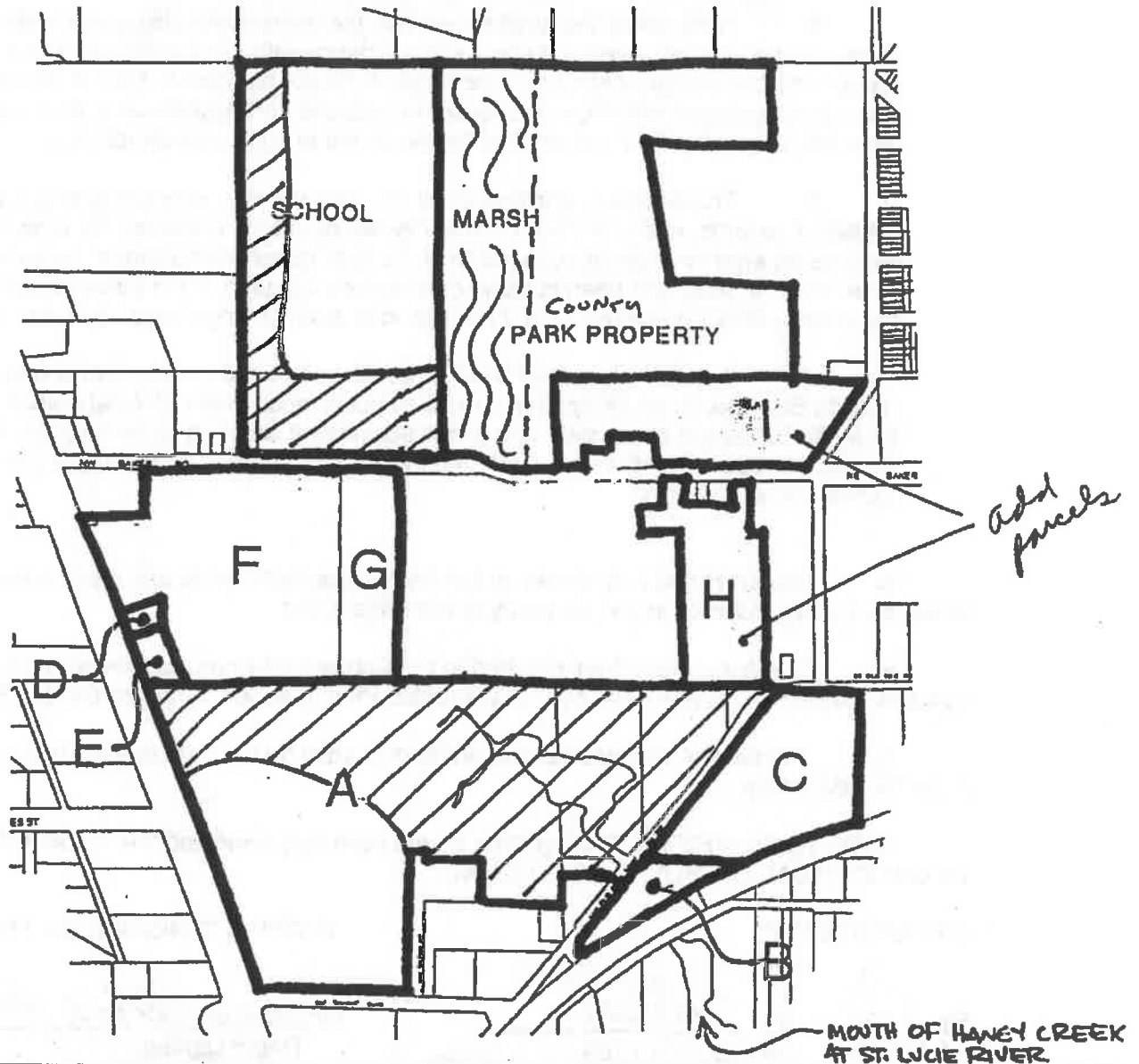
Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

State of Florida Auditor General
Attn: Ted J Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

- d. In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
- e. If the Recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

HANEY CREEK WATERSHED PRESERVATION & GREENWAYS PROJECT **MAP OF PURCHASE AREA & SUBJECT PROPERTIES**



LEGEND	
A	Kremser property (mostly upland; may be developed)
 A	Kremser property (location of Arant's Swamp and slough; cannot be developed or mitigated. City to acquire through PUD negotiations)
B	Bussell property (option contract pending)
C	Boll property (counter-offer pending from owner)
D	Sommer property
E	Conway property
F	Bridgeton property (option contract approved; closing TBA)
G	Bridgeton property (option contract approved; closing TBA)
H	Dragseth property (to be added via boundary modification)
I	Tilton property (to be added via boundary modification)
SCHOOL	Felix Williams Elementary School (area of school improvements)
 SCHOOL	Felix Williams Elementary School (area of preserve to be dedicated to City)
 MARSH	Flow-through freshwater marsh (included within County-owned park property; permits to be approved by SFWMD in July 2000)
PARK PROPERTY	County-owned surplus park property (to be preserved with limited passive recreational improvements)

EXHIBIT "A"

5. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with 215.97, Florida Statutes, by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

5. Parcels H and I as shown on Exhibit "A" attached hereto and made a part hereof are hereby included in the boundary of the Project Site.

6. The Acquisition Plan attached to the Conceptual Approval Agreement is hereby replaced, revised and superseded by the Acquisition Plan attached hereto as Exhibit "B".

7. The date of execution of this addendum shall be the date that the last party signs this addendum

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 3 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

FLORIDA COMMUNITIES TRUST

By: David Collier
Print Name: DAVID COLLIER

By: Ann J. Wild for
Ralph Central,
Acting Executive Director

Attest: Dianne M. O'Donnell
City Clerk

Its: City Manager

Date: 9-7-00

Date: August 28, 2000

Approved as to Form and Legality:

By: Carl M. Collier
Print Name: CARL V. M. COLLIER

Approved as to Form and Legality:

By: Ann J. Wild
Ann J. Wild, Trust Counsel

Acquisition Plan

Project Name: Haney Creek Watershed Preservation and Greenways Project

Applicant: City of Stuart

Rule 9K-4.004(5)(g), Florida Administrative Code, reads in part as follows:

If the project site consists of more than one parcel or owner, an Acquisition Plan, as defined in Rule 9K-4.002(2), is required.

Rule 9K-4.002(2), Florida Administrative Code, reads as follows:

Acquisition Plan applies to Project Sites with multiple parcels or multiple owners and means a written description of the priority parcels and the general order in which the parcels will be acquired to assure that, in the event that all parcels cannot be acquired, the purposes of the project can be achieved.

Florida Communities Trust (FCT) staff will review the acquisition plan to assure that the purposes of the project can be achieved in the event all parcels cannot be acquired.

Provide tax identification number for all parcels within the project boundary

See attached summary ownership data sheet (Exhibit D).

Provide the name, address and phone number, if available, for all the owners of parcels within the project boundary.

See attached summary ownership data sheet (Exhibit D).

Identify the priority parcels needed to achieve the purposes of the project.

The key parcels required are reference parcels F, G and B (please see Exhibit D). Ownership of these parcels will enable the flow-through marsh construction on parcels F and G (23.5 acres) and control of the tributary flood plain via parcel B. These parcels abut and surround wetlands in the largest parcel, parcel A which is a key feature in the Haney Creek project.

Purchase of parcel A is highly desirable due to its size and diversity of habitats and is a key link of the overall greenways/flowways project if the surrounding parcels are in public ownership. If not purchased in this program, the combination of the City's upland preserve requirements and state and federal wetlands protection will likely protect a large portion of this parcel under conservation easements with any development proposal. However, the protection of parcel A in public ownership will allow both the connection to the greenway/flowway from the drainage basin to the north as well as provide protection of key environmental areas and habitats present on the

site.

Parcel C is next most desirable, being comprised of sand pine uplands and seepage slope wetlands tributary to parcel B.

Parcels H and I will allow a greenway/flowway connecting into the eastern portion of the Swamp, which will improve stormwater quality and preservation of a native corridor for wildlife. In addition, Parcel I contains an old borrow pit which will allow for the preservation of a deepwater habitat, thereby expanding the habitat functions of the entire project.

Finally, parcels D and E are included to preclude development adjacent to the main freshwater swamp along Federal Highway. These are also desirable but not essential to overall success.

Identify the general order in which the parcels should be acquired, parcels can be grouped in categories.

FIRST PRIORITY

Parcel A

Parcel B

Parcel C

Parcel F

Parcel G

Parcel H

Parcel I

SECOND PRIORITY

Parcel E

Parcel D

INSTR # 1452314
 OR BK 01502 PG 0951
 RECORDED 08/29/2000 11:39 AM
 MARSHA EWING
 MARTIN COUNTY Florida
 DEPUTY CLERK S Johnson

This document prepared by:
 Ann J. Wild
 Florida Communities Trust
 Department of Community Affairs
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399

After Recording Return To:

Robert D. Schwartz, Esq.
 Law offices of Robert D. Schwartz, P.A.
 555 South Federal Hwy.--Suite 430
 Boca Raton, FL 33432

FLORIDA COMMUNITIES TRUST
 P8A AWARD# 98-045-P8A
 FCT Contract# 98-CT-P8A-98-P8A-J1-045

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 26th day of JUNE, 2000, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the CITY OF STUART, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 1 of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds ("Bonds");

GAA\98-045-P8A
 5-15-00

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Bond award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Martin County, Florida, as referenced in the warranty deed vesting fee simple title to the Project Site in the FCT Recipient, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation

OR BK 01502 PG 0953

2000 Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT:

Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient:

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
ATTN: Kim Delaney, City Planner

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal

GAA\98-045-P8A
5-15-00

Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed

OR BK 01502 PG 0955

uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Outdoor recreational facilities including nature trails, boardwalks, an observation deck and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.

3. Regularly scheduled and ongoing educational programs that promote the protection of natural resources shall be provided at the Project Site. The programs shall include guided walks and programs for school groups.

4. A survey of vegetative communities and plant species shall be conducted on the Project Site. The FCT Recipient shall detail how

the survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural resources on the Project Site.

5. The slash pine, sand pine scrub, hardwood swamp and wetland communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

6. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the gopher tortoise, scrub jay and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

7. Management of the Project Site shall be coordinated with the Department of Environmental Protection's Aquatic Preserve Management Plan and the Indian River Lagoon SWIM Plan.

8. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site. Vegetated buffers shall be used as necessary to ensure that resources and planned outdoor recreation activities on the project site are sufficiently protected from the adverse impacts of adjacent land uses.

9. Approximately 7 acres of disturbed upland and wetland vegetation on the Project Site shall be restored in terms of biological composition and ecological function by removing exotics and planting native vegetative species.

10. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.

11. A stormwater management program shall be developed and implemented on the Project Site to improve the quality of water entering Haney Creek and the St. Lucie River. The FCT Recipient shall coordinate with the South Florida Water Management District on the development of a stormwater management program for the Project Site.

OR BK 01502 PG 0959

12. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinate with Division of Forestry and Game and Fresh Water Fish Commission.

13. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area.

14. Pedestrian and bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing pedestrian walkways and/or bicycle parking stands.

15. The Project Site shall be incorporated into the City's overall management program for the protection and enhancement of natural and recreational resources within the greenway corridor that extends from the St. Lucie River to the Savannahs State Preserve.

16. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

CITY OF STUART

Mary F. Whisenant
Witness Name:
N. Pat Person
Witness Name:

BY: [Signature]
Its: Mayor, Karl J. [Signature]
Date: 4/12/00

Attest: [Signature]
City Clerk, Dianne O'Donnell

Accepted as to Legal Form and
Sufficiency:

Carl V.M. Coffin
Date: 4/15/00
Carl V.M. Coffin, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____, as _____ He\She is personally known to me.

Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

FLORIDA COMMUNITIES TRUST

L. Christine McCay
Witness Name: L. Christine McCay
Teresa Divers
Witness Name: Teresa Divers

Ralph Cantral
Ralph Cantral,
Acting Executive Director
Date: 6/28/00

Accepted as to Legal Form and
Sufficiency:

Ann J. Wild
Ann J. Wild, Trust Counsel
Date: 6/22/00

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28 day of June, 2000, by Ralph Cantral, as Acting Executive Director of the Florida Communities Trust. He is personally known to me.



Darrah L. Bagley
Notary Public
Print Name: Darrah L. Bagley
Commission No. CC 716067
My Commission Expires: 02-12-2002

GAA\98-045-P8A
5-15-00

EXHIBIT "A"

A TRACT OF LAND LYING IN SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 29, COMMENCE NORTH 89 DEGREES, 38 MINUTES, 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 249.64 FEET; THENCE NORTH 18 DEGREES, 41 MINUTES, 32 SECONDS WEST, A DISTANCE OF 257.58 FEET; THENCE NORTH 00 DEGREES, 32 MINUTES, 08 SECONDS EAST, A DISTANCE OF 105.91 FEET; THENCE SOUTH 71 DEGREES, 18 MINUTES, 28 SECONDS WEST, A DISTANCE OF 201.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) AS SHOWN ON THE PLAT OF "PALM LAKE PARK" AS RECORDED IN PLAT BOOK 3, PAGE 41, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 18 DEGREES, 41 MINUTES, 32 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 451.16 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 22 SECONDS EAST, PARALLEL WITH AND 710 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 273.05 FEET; THENCE NORTH 00 DEGREES, 30 MINUTES, 17 SECONDS EAST, PARALLEL TO AND 400 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 205.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF BAKER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE SOUTH 89 DEGREES, 11 MINUTES, 13 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF BAKER ROAD, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00 DEGREES, 30 MINUTES, 17 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEGREES, 32 MINUTES, 08 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES, 32 MINUTES, 08 SECONDS WEST, A DISTANCE OF 241.03 FEET; THENCE SOUTH 00 DEGREES, 32 MINUTES, 08 SECONDS WEST, A DISTANCE OF 915.77 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 88 DEGREES, 33 MINUTES, 13 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 665.57 FEET TO THE POINT OF BEGINNING.

A tract of Land lying in Section 29, Township 37 South, Range 41 East, Martin County, Florida, being more particularly described as follows: The East 240.97 feet (as measured at right angles to) The East line of the following described parcel: Beginning at the South One-Quarter corner of said Section 29, commence North 89°38'22" West, along the South line of the Southwest quarter of said Section 29, a distance of 249.64 feet; Thence North 18°41'32" West, a distance of 257.58 feet; Thence North 00°32'08" East, a distance of 105.91 feet; Thence South 71°18'28" West, a distance of 201.63 feet to the Easterly right of way line of U.S. Highway No 1 (State Road No 5) As shown on the Plat of "Palm Lake Park" as recorded in Plat Book 3, Page 41 of the Public Records of Martin County, Florida; Thence North 18°41'32" West along said Easterly Right of Way line a distance of 451.16 feet; Thence South 89°38'22" East parallel with and 710 feet North of, as measured at right angles to, the South line of the Southwest quarter of said Section 29, a distance of 273.05 feet; Thence North 00°30'17" East parallel to and 400 feet West of, as measured at right angles to, the East line of the Southwest quarter of said section 29, a distance of 205.45 feet to the South right of way line of Baker Road, a 60 foot right of way as now laid out and in use;

Thence South 89°11'13" East along the South Right of Way line of Baker Road, A distance of 25.00 feet; thence South 00°30'17" West, a distance of 100.00 feet; Thence South 89°11'13" East, a distance of 200.00 feet; Thence North 00°30'17" East a distance of 100.00 feet to the South Right of Way line of said Baker Road; Thence South 89°11'13" East along said South Right of Way line a distance of 175.00 feet to the East line of the Southwest quarter of said Section 29; Thence continue South 89°11'13" East along said South Right of Way line a distance of 250.00 feet; Thence South 00°30'17" West parallel to and 250.00 feet East of, as measured at right angles to, the West line of the Southwest quarter of said Section 29 A distance of 100.00 feet; Thence South 89°11'13" East, a distance of 175.00 feet; Thence North 00°30'17" East a distance of 100.00 feet to the South Right of Way line of said Baker Road; Thence South 89°11'13" East, along said South Right of Way line a distance of 241.03 feet; Thence South 00°32'08" West, a distance of 915.77 feet to the South line of the Southwest quarter of said Section 29; Thence North 88°33'13" West along aforesaid South line a distance of 665.57 feet to the Point of Beginning.

CITY OF STUART
OFFICE OF THE CITY ATTORNEY



MEMORANDUM

TO: KEV FREEMAN, DEVELOPMENT DIRECTOR

SUBJECT: ANNEXATION OF FOUR PARCELS ON BAKER ROAD ADJACENT
TO HANEY CREEK WATERSHED

CC: DAVID DYESS, CITY MANAGER

DATE: October 1, 2020

I have reviewed the agenda item prepared by the Development Director pertaining to the City's annexation of 42.46 acres of conservation land located on or near Baker Road and Green River Parkway S.E. Federal Highway bearing parcel control nos.: 29-37-41-000-000-00111-1 (6.12 acres); 9-37-41-000-000-00260-0 (13.0 acres); 29-37-41-000-000-00010-3 (16.9 acres); and 29-37-41-000-000-00501-9 (6.44 acres) as depicted in the location maps attached as Exhibit A1-A4 to the Ordinance.

The City is the owner of the property at issue. As a result, the City is seeking a voluntary annexation to place City owned conservation land into the City boundaries. Voluntary annexations are governed by the standards of Section 171.044 Florida Statutes. The basic requirement is stated as follows:

“(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.”

Because these parcels are being submitted as one annexation the review will be based upon all parcels being annexed contemporaneously.

The state statute contains four (4) general requirements. First, a petition for voluntary annexation

must be unanimously signed by all property owners in the area to be annexed. Second, the property proposed to be annexed must be contiguous and reasonably compact. Third, the proposed annexation cannot produce an enclave. Finally, county charters which provide for an exclusive method of municipal annexation override the Florida Statute. Martin County is not a Charter county and therefore, the fourth criteria does not apply to an annexation in the City of Stuart, Florida.

1. **Signed by all property owners in the geographic area being annexed.** Because the City is the sole owner of all properties, the first requirement has been met.
2. **Contiguous to the Municipality:** Pursuant to Section 171.044(1), F.S., “the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.” Property is deemed to be “Contiguous” under Section 171.031 (11), F.S., where a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous (sharing a common boundary) with a part of the boundary of the municipality. “Contiguous” has also been defined as “touching or adjoining in a reasonably substantial ... sense.” See City of Sanford v. Seminole County, 538 So. 2d 113 (Fla. 5th DCA 1989); May v. Lee County, 483 So. 2d 481 (Fla. 2d DCA 1986). The Sanford Court found that Section 171.031(11) F.S. only requires “that a substantial part of a boundary” touch municipal property as opposed to the entire perimeter of the property.

Section 171.031(11) provides that:

Separation of the territory sought to be annexed from the annexing municipality by a publicly owned right-of-way for a highway, road, railroad, canal or utility or a body of water, watercourse or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, shall not prevent annexation under this act, provided the presence of such division does not, as a practical matter, present the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent inhabitants from fully associating and trading with each other socially and economically.

In the current application, a review of the location map indicates that a substantial part of the boundary is coterminous with the City of Stuart. The entire frontage of the property of all four properties abuts and is bordered by the City of Stuart. Therefore, the property meets condition two and deemed is contiguous to the City of Stuart.

3. **Reasonably Compact**

“Compactness is defined under subsection (12) of 171.031, F.S., to mean a concentration of a piece of property in a single area. The requirement for compactness precludes any action which would create enclaves, pockets, or ginger areas in serpentine patterns. The purpose of the compact and contiguous requirement is to assure creation of geographically unified and compact municipalities, City of Sunrise v. Broward County, 473 So. 2d 1387 (Fla. 4th DCA 1985).

A review of the map and the application determines that this property is reasonably compact and meets Florida Statute 171.031(12). Given the configuration of the City, as well as the property requesting annexation, the annexation will not *create* pockets of unincorporated areas or serpentine finger areas.

No Enclaves

Subsection 5 of 171.044, F.S. Provides that “[l] and shall not be annexed through voluntary annexation when such annexation *results in the creation of enclaves*”. The term “enclave” is defined under Section 171.031(13), F.S., as “any unincorporated improved or developed area that is bounded on all sides by a single municipality or any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.”

A review of the map, appears to indicate that property that remains dedicated to the Haney Creek Water Shed will be in an enclave. In addition, there is property on the South Side of Baker Road which will also become an enclave.

Conclusion

Based upon the foregoing facts and analysis it is my opinion that the voluntary annexation of this parcel into the municipal boundaries of the City of Stuart complies with three of the four conditions set forth in Florida Statute §171.044. If the County challenges this annexation application, it is unlikely that the City will meet the burden of proof to comply with the state statute.

This opinion is prepared solely at the request of and for the use of, the City of Stuart, and no other person or entity may rely on it for any purpose without the express written permission of the City of Stuart.