



City of Stuart

A G E N D A
LOCAL PLANNING AGENCY / PLANNING ADVISORY BOARD
TO BE HELD JUNE 20, 2019
AT 5:30 PM
COMMISSION CHAMBERS
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

LOCAL PLANNING AGENCY

Chair - Michael Herbach
Vice Chair - Vacant
Board Member - Larry Massing
Board Member - Bill Mathers
Board Member - Christina de la Vega
Board Member - Ryan Strom
Board Member - Li Roberts
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

ROLL CALL

ANNUAL BOARD REORGANIZATION

Board Reorganization

APPROVAL OF MINUTES

Approval of LPA Minutes

COMMENTS FROM THE PUBLIC (5 min. max)

COMMENTS FROM THE BOARD MEMBERS

OTHER MATTERS BEFORE THE BOARD

1. ORDINANCE No. 2410-2019: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE KINGSPORT ESTATES RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR A 7.46 ACRE PROPERTY OWNED BY STUART DEVELOPMENT LLC, LOCATED ON THE SOUTH SIDE OF CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE SEASIDE RPUD CONSISTING OF SEVENTY-FIVE (75) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT 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.

STAFF UPDATE

ADJOURNMENT

UPCOMING MEETINGS and EVENTS

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

Meeting Date:6/20/2019

Prepared by:Jordan Pinkston

Title of Item:

Board Reorganization

Summary Explanation/Background Information on Agenda Request:

Due to Michael Connor's resignation the board will need to appoint a Vice Chair.

Funding Source:

N/A

Recommended Action:

Appoint Vice Chair.

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

Meeting Date:6/20/2019

Prepared by:Jordan Pinkston

Title of Item:

Approval of LPA Minutes

Summary Explanation/Background Information on Agenda Request:

Funding Source:

N/A

Recommended Action:

Approve.

ATTACHMENTS:

Description	Upload Date	Type
❏ LPA Minutes 5.16.19	6/12/2019	Cover Memo



MINUTES

**LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD May 16, 2019 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994**

LOCAL PLANNING AGENCY

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

ADMINISTRATIVE

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



5:32 PM CALL TO ORDER



5:33 PM Roll Call:

Present: Li Roberts (Not voting), Larry Massing, Michael Herbach, Cristina de la Vega.
Absent: William Mathers, Ryan Strom.



5:35 PM APPROVAL OF MINUTES:

Motion: Michael Herbach

Action: Approve

Moved by: Li Roberts

Seconded by: Larry Massing

Motion passed unanimously.

COMMENTS FROM THE PUBLIC: None.

COMMENTS FROM THE BOARD MEMBERS: None.

OTHER MATTERS BEFORE THE BOARD

1. STUART NEWS MAJOR PUD AMENDMENT (QUASI-JUDICIAL)(RC):
ORDINANCE NO. 2408-2019: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MAJOR AMENDMENT TO THE STUART NEWS COMMERCIAL PLANNED UNIT DEVELOPMENT ZONING AGREEMENT; CHANGING THE NAME OF THE CPUD TO MARTIN COUNTY SCHOOL BOARD CPUD; DECLARING THE CPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

PRESENTATION: Tom Reetz, Senior Planner
Tyson Waters, Attorney for Martin County School Board

PUBLIC COMMENT: None.

BOARD COMMENT:

Li Roberts announced herself as an elected official of the Martin County School Board and filed a Form 8B.

Christina de la Vega asked questions about the traffic and parking issues in and around the Stuart News property.

Li Roberts explained that there are 193 parking spaces on the property and they have 190 employees that will be using the building.

Tyson Waters explained that there are no plans to do external improvements to the building, only internal improvements.

Larry Massing followed up by saying the original site was a production facility, not an office building and parking was calculated on that.

Tyson Waters explained that as a commercial PUD it allows a laundry list of uses and would allow commercial development.

Tom Reetz said the parking would have to support the square footage of the use.

Larry Massing said that parking is a significant concern.

Christina de la Vega requested that a short cut road be made through the property.

Li Roberts asked why a piece of private property should have a public road going through it.

Tyson Waters explained that it would compromise the property and create other issues. The School Board is under different regulations than other government entities when it comes to property rights.

Kev Freeman asked to talk about the existing and proposed uses on the site. We know from the calculations that the proposed use can be accommodated using existing parking. If in the future, there are other proposals to use different parts of the site then we would have to recalculate.

Larry Massing stated that the School Board does not have to pull building permits and is concerned that the City would not know. He asked if potential renovations and additions to the building are in current parking calculations.

Kev Freeman said that at the moment it is not included because that is not what is being proposed. If future uses were put on the site outside of the School Board then that would require permits as out parcels.

Larry Massing said his concerns are that the parking calculations of the CPUD were probably calculated for the uses that existed at the time of original construction. If the School Board is planning on ever expanding, the parking needs to be able to handle that. He said this is our opportunity to plan for that expansion.

Kev Freeman said that specific calculation has not been carried out.

Christina de la Vega reiterated that this intersection is very difficult to maneuver with high traffic.

Larry Massing asked that all we are doing is allowing the School Board to accommodate the existing CPUD and there is no revision or change.

Kev Freeman confirmed that was the case.

Larry Massing said that again from his perspective, this is our opportunity to get whatever we need to not impact traffic any more.

Li Roberts explained the different parts of the building. The amount of people being moved into the building is less than the size of the existing building can accommodate. It is a much larger building than the School Board currently needs and plans for the future have not been fully developed yet. At some point as the districts expands there is a possibility that all the available space will be taken up. If I were the city I would be asking for the parking calculation for the building.

Tom Reetz explained that there is one space for every 300 square feet.

Larry Massing said he is familiar with the building and what the original building included. It can accommodate a lot more usable space and he does not want the City to lose an opportunity. He said that we will never see the School Board here again as it relates to this site and we are also taking it off the City's tax role.

Christina de la Vega asked if we could request a public cut through on the property.

Tyson Waters said it would not make this transaction feasible for anybody.

Larry Massing said he agreed that was not their responsibility. Martin County continues to grow and roads are clearly an indicator of that.

Michael Herbach asked if we could restrict the building in the back.

Tom Reetz said he was going to propose that we make a condition that any expansion of office space to the existing warehouse in the back would require School Board to notify the City and justify the parking situation.

Li Roberts asked if that would apply if they made that building into a board room and not everyday office space.

Conversation about the building options for the back warehouse occurred.

Li Roberts proposed that the condition say if you expand office space into that back building, and if that expansion is greater than non-used space in existing building then parking would be recalculated.

Larry Massing said that the building, no matter what the use, needs to be a factor of the parking calculation.

Tyson Waters explained that there is already parking calculated for the building that is there. The issue would be a conversion calculation. Most conference rooms are employee driven and are already calculated. You would need a calculation if you need to change additional office space.

Larry Massing agreed and wants to make sure the City makes that step to ensure enough parking.

Kev Freeman explained that they judged this on the proposal to convert the existing office space, but there is a wider implication to this. We would request, through a condition, that the school board comes back to us with any use that changes the parking requirement for normal working hours. We accept that the meeting room used after working hours is an acceptable way of calculating parking change during the day. If that space is converted to more office space we would need that to come back to the City. Traffic implications would also be assessed then.

Tyson Waters agreed.

Christina de la Vega asked about parking on High School Avenue and if the School Board had to ask permission for parking.

Larry Massing said permission would be needed for parking in the public right of way, but not on private property.

Michael Herbach asked questions about the School Board applying for building permits and if they had to abide by codes.

Larry Massing explained that the School Board is not obligated to come to the City for anything, they do everything internally. This is the only time for leverage.

Li Roberts said the School District is sensitive to parking issues. She did not believe Kev Freeman's wording was appropriate by saying if the School Board adds anything that happens during "normal business hours" then the City would need to redo a parking calculation.

Kev Freeman said he meant that if the intensity of use increases during normal business hours then that needed to be addressed. In other words, additional conversions of office space that would take

more employees or additional conferences during the day with more visitors would need a new calculation. Essentially, it is the School Board taking over the site as is and letting the City know if anything intensifies.

Tyson Waters clarified that they have after hour board meetings. He would like to exclude conference rooms and board rooms as an intensifying use and stick more towards additional office space.

Kev Freeman asked if the School Board was willing to accommodate additional parking for conference/board room use.

Tyson Waters said it is nice that they are a government body that will address things to accommodate the public.

The board discussed what they were able to regulate with the project.

Tyson Waters reassured the board that there are still other regulations the School Board needs to meet which pertain to the City.

Michael Herbach mentioned his concern for future growth of the building site.

Li Roberts used an example of accommodating the public during a School Board meeting. She also said that employees are entitled to a parking space as well.

Larry Massing asked to back up. He said if this was not the school board we would not be having this conversation about a zone change. If it was a private applicant we might see them multiple times, but that is not the case here. He wants to make sure the city has taken the time to evaluate the proposed project.

Li Roberts – Gave an example of overflow parking behind Walmart that the County ended up being responsible for. The difference is that we are a government entity with its own rules and regulations and have accountability.

Larry Massing said that he applauds the school board for purchasing the piece of property for growth.

Kev Freeman said we have reviewed this and are happy that what is being proposed and can be accommodated. The question being brought up by the LPA is if some of the floor space changes to a different use, how does that affect the intensity of parking and traffic? This would be the exact same question on a commercial PUD. In a commercial PUD we would have a condition that if the use change is more than 10% in intensity it would come back to the City. We did not have that in the PUD, so the question is what form of condition do we apply? How do we define the intensity of use is?

The board discussed what the condition should be.

Tyson Waters explained that if a conversion warehouse to office space is greater than 10% of the existing square footage then it comes back to the City.

Kev Freeman asked if there were any plans to lease any part of the building to other entities other than the school.

The board discussed the square footage and foot print of the building and how it relates to the possible condition proposed.



6:30 PM Motion:

Action: Approve with the condition that if the School District expands offices into the warehouse building or additional buildings to become office space at more than 10% of the existing square footage then it comes back to the City.

Moved by: Larry Massing

Second by: Christina de le Vega

Motion passed unanimously with Li Roberts abstaining.

Staff Updates:

Key Freeman informed the board that they had a discussion about fences at the Commission and no action was taken. He warned that there will be some staff proposals to stream line code to accommodate in-fill combined with community outreach.

Board Comments:

Li Roberts asked if we could bring a summary of the fence discussion to the next meeting.

Michael Herbach let the board know that Michael Connor has resigned.



6:34 PM Motion:

Action: Adjourn

Moved by: Cristina de la Vega

Seconded by: Larry Massing

Michael Herbach, Chair

Jordan Pinkston, Board Secretary

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Local Planning Agency

Meeting Date: 6/20/2019

Prepared by: Tom Reetz

Title of Item:

ORDINANCE No. 2410-2019: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE KINGSPORT ESTATES RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR A 7.46 ACRE PROPERTY OWNED BY STUART DEVELOPMENT LLC, LOCATED ON THE SOUTH SIDE OF CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE SEASIDE RPUD CONSISTING OF SEVENTY-FIVE (75) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT 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.

Summary Explanation/Background Information on Agenda Request:

The 7.46 acre parcel of land located on the south side of Central Parkway approximately midway between it's intersections with S. Kanner Highway to the west and U.S. 1 to the east. A Master Site Plan for this project was originally approved in 2005 that included 67 Town Home units on an 8.14 acre parcel, since then the owner has donated a portion of the parcel along the eastern boundary toward the future extension of S.E. Willoughby Boulevard.

The current applicant Meritage Homes is now proposing 75 two story attached town house housing units in thirteen buildings while maintaining preserve area and entry as was proposed in the previously approved Master Site Plan.

The developer's architect has submitted elevations for the Town home community. Site elements such as a cabana and pool area with connecting sidewalks make for a pedestrian friendly neighborhood. Other amenities include a centrally located lake with upland buffer and littoral plantings at the lake's perimeter. A native landscape area with a precast wall will buffer the project from the existing multi-family to the west and a landscape area and PVC vinyl fence will buffer the project from the mobile community to the south. The preserve area will be augmented with native plantings that will count towards the projects required tree mitigation requirements.

If approved, the developer stands ready to obtain necessary permits with state agencies and the City 's Development department. The developer's traffic engineer has coordinated final plans with City of Stuart Public Works for access/egress improvements that include turning lanes into and out of the proposed project. It has been determined that dumpsters with recycle bins are the most efficient method of trash pickup. City staff and professional consultants have reviewed and approved the project.

Funding Source:

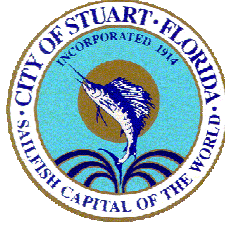
N/A

Recommended Action:

Motion to recommend approval of Ordinance No. 2410-2019 for consideration by the City Commission.

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance No. 2410-2019	6/11/2019	Ordinance add to Y drive
▣ Ordinance No. 2410-2019 Exhibit D	6/11/2019	Ordinance add to Y drive
▣ LPA Staff Report by Tom Reetz	6/11/2019	Staff Report
▣ City review comments	6/12/2019	Backup Material
▣ Consultant Review Comments	6/12/2019	Backup Material
▣ Applicant's response to comments	6/12/2019	Backup Material
▣ Ordinance No.2036-05 Kingsport	6/12/2019	Backup Material



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

ORDINANCE NUMBER 2410-2019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE KINGSPORT ESTATES RESIDENTIAL PLANNED UNIT DEVELOPMENT FOR A 7.46 ACRE PROPERTY OWNED BY STUART DEVELOPMENT LLC, LOCATED ON THE SOUTH SIDE OF CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; ESTABLISHING THE SEASIDE RPUD CONSISTING OF SEVENTY-FIVE (75) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT 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.

*** * * * ***

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Lucido and Associates and Meritage Homes representing Stuart Development, LLC (owner), for an 7.46 acre parcel of land located on

the south side of Central Parkway approximately midway between its intersections with S. Kanner Highway to the west and U.S. 1 to the east; and

WHEREAS, the City of Stuart has determined the need to amend the existing RPUD; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for a Major Amendment to the RPUD, and has also considered the recommendation of the City staff.

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the RPUD; and

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

WHEREAS, the RPUD development will be in harmony with surrounding properties and their anticipated development;

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

WHEREAS, the property is legally described in “**Exhibit A**” of this ordinance. A map depicting the property is attached hereto as **Exhibit “B”** and made a part hereof by reference; and development conditions including a timetable for construction of amenities attached hereto as **Exhibit “C”**;

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

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit “D”**, hereinafter the “Development Documents”, shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

- a. **The Master Site Plan, Sheet SP-1, prepared by Lucido & Associates, dated 02.13.19, last revised on 05.30.19.**
- b. **The Stuart Central ALTA/NSPS Land Title & Topographic Survey, Sheets 1 & 2 of 3, by Caulfield and Wheeler, Inc, dated 11.28.18.**
- c. **The Stuart Central ALTA/NSPS Land Title Tree Survey, Sheet 3 of 3, by Caulfield and Wheeler, Inc, dated 11.28.18.**
- d. **The Landscape Plan & Plant Schedule, Sheets LA1, LA2, LA3, & LA4 of 4, prepared by Lucido & Associates, dated 02.13.19, and response to comments dated 05.30.28.19.**
- e. **Architectural Floor Plans, Roof Plan and Elevations for Front Load Townhomes, Sht. A2.2 Sheet A2.3, Sheet A2.4, and 3.1, by Meritage Homes, dated December 14, 2018.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall remain "Multi-Family Residential". The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall remain "RPUD" Residential Planned Unit Development amended by this ordinance to allow for 75 attached townhome units.

SECTION 4: This ordinance becomes effective upon adoption.

SECTION 5: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

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

SECTION 8: This ordinance shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

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

Passed on first reading the 8 day of July, 2019.

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:

REBECCA S. BRUNER, MAYOR
 EULA R. CLARKE, VICE MAYOR
 KELLI GLASS LEIGHTON, COMMISSIONER
 MERRITT MATHESON, COMMISSIONER
 MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____, 2019.

ATTEST:

 MARY R. KINDEL
 CITY CLERK

 REBECCA S. BRUNER
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:

 MICHAEL MORTELL
 CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Mark Spirtis, Managing member
Stuart Development LLC,

By: _____

Print Name: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day
of _____, 2019, by Mark Spirtis, Stuart Development LLC managing member.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day
of _____, 2019, by REBECCA S. BRUNER, MAYOR , and Mary R. Kindel,
City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A – LEGAL DESCRIPTION**Seaside RPUD**

A parcel of land lying in Section 9, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 9; thence South 00°22'03" West along the East line of said Southwest Quarter a distance of 746.37 feet to a point on the South Right-of-Way of Central Parkway and the Point and Place of Beginning. Thence continuing South 00°22'03" West a distance of 580.16 feet to a point on the North Right-of-Way of San Jose Street; thence North 89°16'18" West a distance of 660.71 feet to a point; thence North 00°21'26" East a distance of 414.03 feet to a point of curve and the South Right-of-Way of Central Parkway, said curve being concave to the South having a radius of 445.00 feet, a central angle of 10°59'51"; thence in a clockwise direction along the arc of said curve and Right-of-Way a distance of 85.41 feet to a point; thence North 66°34'15" East a distance of 204.53 feet to a point of curve, said curve being concave to the South, having a radius of 445.00 feet, a central angle of 23°49'37"; thence in a clockwise direction along the arc of said curve a distance of 185.06 feet to a point; thence South 89°36'08" East continuing along said South Right-of-Way a distance of 219.46 feet to the Point and Place of Beginning.

LESS AND EXCEPT the lands conveyed to the City of Stuart in Special Warranty Deed recorded in Official Records Book 2363, Page 1504.

EXHIBIT C – DEVELOPMENT CONDITIONS**Approved Plans and Documents**

2. The Seaside RPUD project and use thereof shall comply with the following drawings:
 - a. **The Master Site Plan, Sheet SP-1, prepared by Lucido & Associates, dated 02.13.19, last revised on 05.30.19.**
 - b. **The Stuart Central ALTA/NSPS Land Title & Topographic Survey, Sheets 1 & 2 of 3, by Caulfield and Wheeler, Inc, dated 11.28.18.**
 - c. **The Stuart Central ALTA/NSPS Land Title Tree Survey, Sheet 3 of 3, by Caulfield and Wheeler, Inc, dated 11.28.18.**
 - d. **The Landscape Plan & Plant Schedule, Sheets LA1, LA2, LA3, & LA4 of 4, prepared by Lucido & Associates, dated 02.13.19, and response to comments dated 05.30.28.19.**
 - e. **Architectural Floor Plans, Roof Plan and Elevations for Front Load Townhomes, Sht. A2.2 Sheet A2.3, Sheet A2.4, and 3.1, by Meritage Homes, dated December 14, 2018.**
3. Any modifications to the Master RPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
4. Development of the Subject Property as a RPUD shall include an impervious area of not more than 187,514 sf or 4.31 acres within the RPUD. The maximum building height within the RPUD shall be 2 stories or 30 feet. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof or to the eave of a

pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height.

Landscaping

5. The common areas including the projects cabana and pool area shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
6. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
7. A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Pervious and Native Preserve Area

8. Not less than 42.3% of the RPUD shall be pervious area (Landscape area and Native Landscape area) as depicted on the Master Site Plan by Lucido and Associates as described in Exhibit C. Required Pervious Area may include native vegetation areas and landscape buffers between the CPUD and adjacent property.
9. Excluding wetlands defined by the South Florida Water Management District, not less than 20% of the total development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property. The location of the native vegetation shall comply with the project's landscape plan, Shts. LA-1 of 4 & 2 of 4 by Lucido and Associates.

Tree Mitigation

1. The project shall comply with project's tree mitigation plan, Sht. LA-2 of 4 by Lucido and Associates.
2. **Prior to Issuance of Site Permits**
3. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
4. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
5. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.
6. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

7. The Developer shall construct the project's infrastructure in one phase and is required to control the sales of lots in blocks and will create a lot sales and construction plan which shall be provided to the City's Development Department for review and approval prior to application for the first building permit. The last building's townhouse unit shall obtain a certificate of occupancy by June of 2023.
8. The Developer shall install landscaping and gates at the development's entry as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit. The entry gates shall be made operational prior to issuance of the third certificate of occupancy.

9. The proposed cabana and pool landscaping shall be completed before the certificate of occupancy has been issued for the 10th residential unit or within 12 months from the start of any development activity.
10. The developer shall eradicate all exotic vegetation for upland preserve areas to be completed and inspected prior the first building permit being issued.
11. The property owner shall provide easements for licensed television services. Preserve area easements shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.
12. Water and Sewer Services shall be provided by City of Stuart utilities. Additionally the development shall use reclaimed water (Purple Pipe) for watering common areas and make available to individual lots if made available by Martin County.
13. The Developer shall provide a 6 foot tall decorative aluminum fence acceptable to the Development Department at the projects entry connecting both to the proposed 6' high precast wall to the east and the existing west wall at the Villa Bella development.
14. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.
15. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.
16. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
17. All utility improvements constructed by the developer within City's right-of-way, shall be constructed in a manner and form acceptable to the City Public Works department.

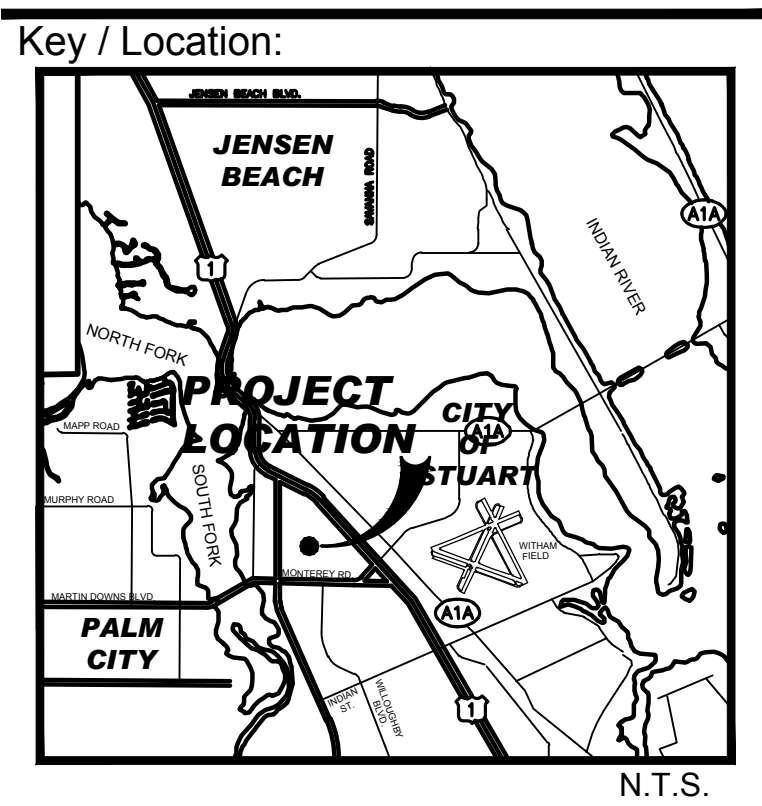
18. The projects turn lanes as described on the project's Master Site plan shall be completed before the first certificate of occupancy is issued.
19. The project's Native Planting schemes at the lake, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins".
20. Temporary or freestanding storage units are prohibited on the property once construction is complete.
21. The installation of a Knox key switch to operate the gate is required for City of Stuart fire rescue and Martin County Fire Rescue and the gate codes are to be posted with the City's Police Department.
22. Site work including but not limited to land preparation, lake excavation, clearing and grading, drainage and water, sewer and irrigation lines, and private road shall be reviewed approved by the City's Public Works department and the city's engineering consultant prior to permitting. Specifically,
 - a. Private Road & R.O.W. including pedestrian sidewalk
 - b. Proposed Lake
 - c. Cabana and Pool
 - d. Upland Preserve

Signage

23. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign shall adhere to the City of Stuart Land Development Code.

Platting- HOA Requirements & Future Amendments

24. Plat approval per Section 11.01.06.1 shall occur prior to any future development permit for any development activity, no permit for development including site work and infrastructure, shall be issued by the City unless and until a plat has been approved by the City Commission and recorded in the public records.
25. The PUD may be conveyed to 75 separate home owners without further amendment to this Ordinance. Prior to application for any development, the applicant/developer shall form a HOA (Homeowners Association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features.
26. If there are any encroachments in to the preserve area a notice of violation shall be issued to the developer or Home Owners Association which will be responsible for remedying the violation.
27. Any applications to amend this Ordinance shall be limited to the developer or the Home Owners Association.
28. The City may elect at any time to assign a future land use designation of "Conservation" to the PUD's preserve areas without objection by the owners. Further, the City may at its discretion, take over maintenance of the preserve area(s) without objection by the owners.



Project Team:

Client & Property Owner: Meritage Homes
5337 Millenia Lakes Blvd, Suite 410
Orlando, Florida 32839

Land Planner / Landscape Architect: Lucido & Associates
701 East Ocean Boulevard
Stuart, Florida 34994

Engineer: The Milcor Group, Inc.
10976 SE Federal Highway
Hobe Sound, Florida 33455

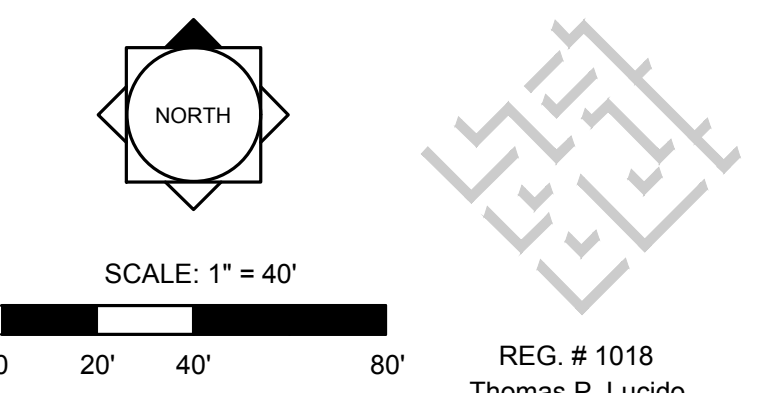
Surveyor: Caulfield & Wheeler, Inc.
7900 Glades Road - Suite 100
Boca Raton, Florida 33434

Seaside RPUD
(fka Kingsport Estates RPUD)

City of Stuart, Martin County, Florida

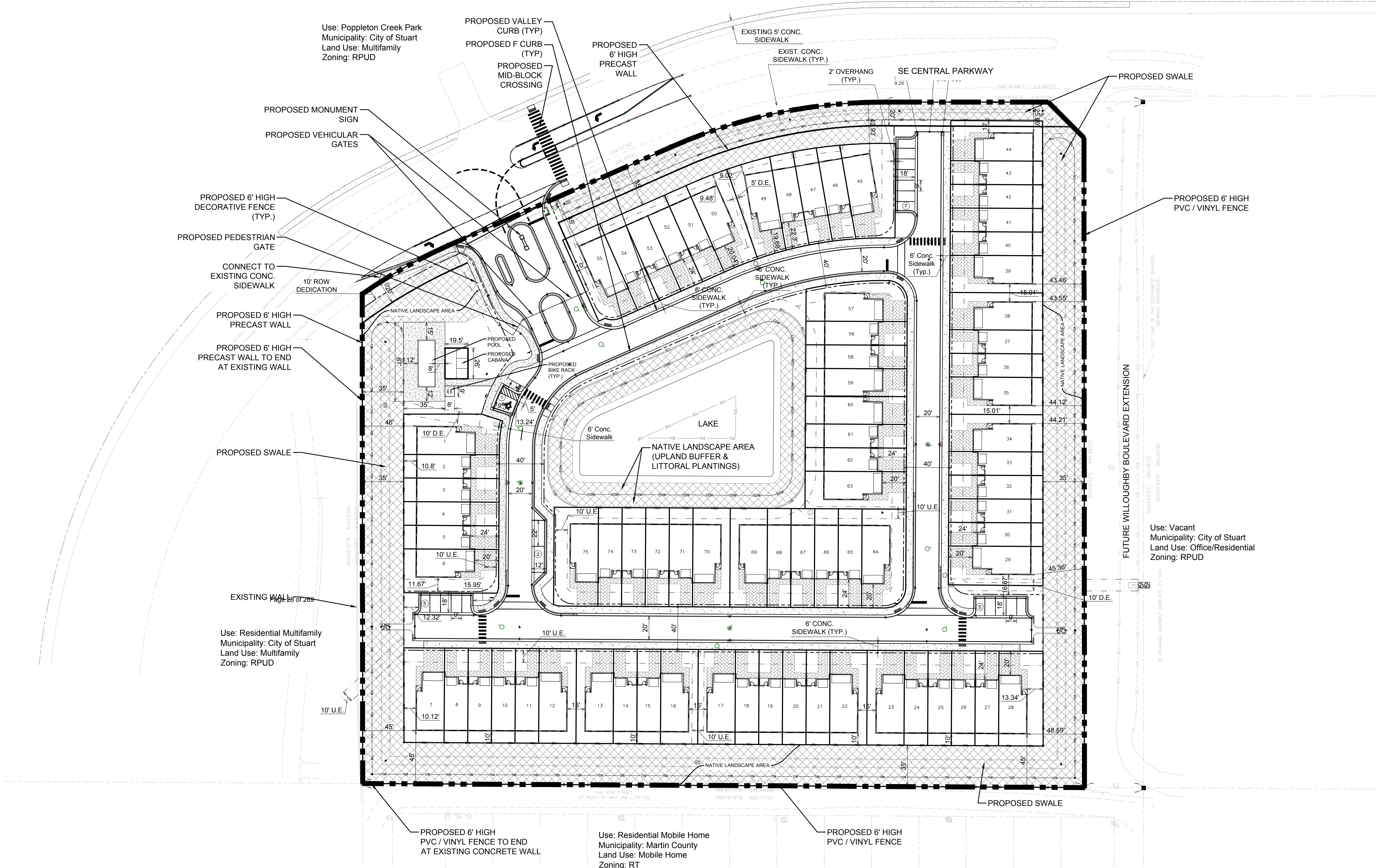
Master Site Plan

Date	By	Description
02.13.2019	J.J.	Initial Submittal
04.30.2019	J.J.	Response to Comments
05.30.2019	J.J.	Response to Comments



Designer	JJ	Sheet
Manager	DF	
Project Number	18-1065	
Municipal Number	---	
Computer File	18-1065 Meritage Homes Central Pkwy - Site Plan.dwg	

SP-1



- General Notes:**
- Refer to Landscape Plan for landscape details and specifications.
 - A Certificate of Occupancy Phasing Plan will be provided with the final plan application.
 - The applicant will request in writing, prior to any land clearing, that a field inspection be performed to determine if barricades have been properly installed on the site.
 - All signs will be reviewed for compliance with the applicable regulations at the time the sign permit is issued.
 - The property owner shall be required to provide adequate easements to ensure non-exclusive access to duly licensed cable television services to persons residing in this development. The easement shall specifically provide for the use by the franchised cable television system.
 - The parking areas shown hereon are private and will be owned and maintained by the homeowners association.
 - Water and sewer service shall be provided by Martin County Utilities.
 - Photometric site lighting plans shall be provided to the City of Stuart for review and approval prior to site development permit approval.

*TYPICAL MONUMENT SIGN ELEVATION
Scale: N.T.S.

*Actual sign design and dimensions may vary.

Building Data:

Product Type:	Townhomes
Maximum Height:	2 Stories - 30'
Building Coverage:	24%

Parking Calculations:

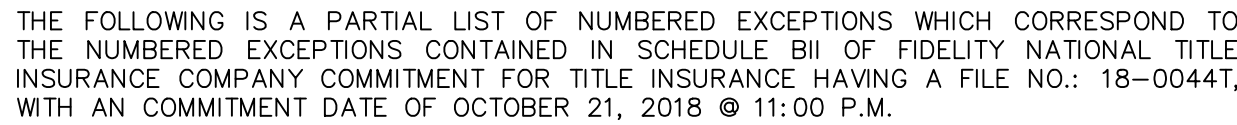
Total Parking Spaces Required	150 Spaces
75 - Two bedroom or greater units @ 2 Spaces per unit: 150 Spaces	
Total Parking Spaces Provided	170 Spaces
Standard Spaces:	20 Spaces
Garage Spaces:	103 Spaces
Driveway Spaces:	47 Spaces

Site Data:

Existing Future Land Use:	Multifamily
Existing Zoning:	RPUD
Total Units:	75 Units
Gross Density:	10.05 DU/Ac.
Area (Total Site):	325,105 sf 7.46 ac.
Impervious Area:	187,514 sf 4.31 ac. (57.7%)
Buildings:	78,844 sf 1.81 ac.
Pavement/Impervious (VUA, Curbs, Driveways, & Sidewalks):	86,890 sf 2.00 ac.
Wet Pond:	21,780 sf 0.50 ac.
Pervious Area:	137,591 sf 3.16 ac. (42.3%)
(Includes Landscape Area & Native Landscape Area)	

STUART CENTRAL

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA,



A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LESS AND EXCEPT THE LANDS CONVEYED TO THE CITY OF STUART IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2363, PAGE 1504.

LANDS SITUATED IN SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN
COUNTY, FLORIDA

CONTAINING 7.4634 ACRES MORE OR LESS.

6. Mineral Reservations contained in Deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 35, Page 175. NOTE: The right of entry has been released by the provisions of Florida Statute 270.11(2).

7. Terms, covenants, conditions, restrictions, and easement(s) granted to Florida Power & Light Company recorded in Official Records Book 42, Page 116, Official Records Book 342, Page 1550 and Official Records Book 665, Page 777, of the Public Records of Martin County.

8. Terms, Terms, covenants, conditions, easement rights, and obligations as set forth in that certain Easement to Perry Cable TV filed in Official Records Book 577, Page 1571, as affected by Termination in Official Records Book 1915, Page 1599, of the Public Records of Martin County, Florida.

9. Limited Matters contained in that certain document entitled "Planned Unit Development Zoning Agreement", recorded in Official Records Book 539, Page 274, amended in the following Official Records Book 554, Page 967, Official Records Book 576, Page 1375, Official Records Book 611, Page 135, Official Records Book 658, Page 135, Official Records Book 789, Page 687, Official Records Book 818, Page 408, Official Records Book 977, Page 3, Official Records Book 977, Page 5, Official Records Book 1088, Page 1345, Official Records Book 1137, Page 1626, Official Records Book 1271, Page 648, Official Records Book 1375, Page 87, Official Records Book 1458, Page 1463, Official Records Book 1655, Page 40, Official Records Book 1700, Page 2804, Official Records Book 1911, Page 2454 and Official Records Book 2050, Page 634, of the Public Records of Martin County, Florida.

10. Limited Terms, covenants, conditions, easement rights, and obligations as set forth in that certain Utility Easement to City of Stuart filed in Official Records Book 617, Page 1729 and Official Records Book 617, Page 1723, of the Public Records of Martin County, Florida.

11. A Terms, covenants, conditions, easement rights, and obligations as set forth in that certain Drainage Easement to Martin County filed in Official Records Book 708, Page 1399, of the Public Records of Martin County, Florida.

12. Matters contained in that certain document entitled "Agreement of Covenants and Restrictions", between Stuart Land Associates, Ltd. and The Babcock Company recorded in Official Records Book 708, Page 1428, of the Public Records of Martin County, Florida.

12. Matters contained in that certain document entitled "Agreement of Covenants and Restrictions", between Stuart Land Associates, Ltd. and The Babcock Company recorded in Official Records Book 708, Page 1428, of the Public Records of Martin County, Florida.

13. Matters contained in that certain document entitled "Common Area Maintenance Agreement", between Stuart Land Associates, Ltd. and The Babcock Company recorded in Official Records Book 708, Page 1440, of the Public Records of Martin County, Florida.

14. Terms, covenants, conditions, easement rights, and obligations as set forth in that certain Declaration of Non-Exclusive Utility Easement filed in Official Records Book 815, Page 2548, of the Public Records of Martin County,

15. Terms, covenants, conditions, easement rights, and obligations as set forth in that certain Drainage Easement to Martin County filed in Official Records Book 872, Page 126 and Official Records Book 872, Page 1404, of the Official Records of Martin County, Florida.

16. Covenants, conditions, restrictions and/or easements (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), contained in certain Deed recorded in Official Records Book 708, Page 1420, of the Public Records of Martin County, Florida.

17. Terms, covenants, conditions, easement rights, and obligations as set forth in that certain Permanent Easement for road and drainage purposes filed in Deed Book 26, Page 254, and Disclaimer recorded in Official Records Book 708, Page 1404, of the Public Records of Martin County, Florida.

18. Resolutions by the City of Stuart amended Development Plan recorded in Official Records Book 1088, Page 1342, and Official Records Book 1271, Page 646, of the Public Records of Martin County, Florida.

19. Terms, covenants, conditions, easement rights, and obligations as set forth in that certain Easement Agreement between Weyerhaeuser Real Estate Company and Karl Thomas filed in Official Records Book 1421, Page 144, of the Public Records of Martin County, Florida.

20. Resolution No. 02-9.42 recorded in Official Records Book 1685, Page 27, of the Public Records of Martin County, Florida.

21. Matters contained in that certain document entitled "City of Stuart Development Department Administrative Variance Permit", recorded in Official Records Book 2268, Page 2937, of the Public Records of Martin County, Florida.

22. Matters contained in that certain document entitled "Kingsport Estates Planned Unit Development Zoning Agreement", recorded in Official Records Book 2050, Page 637, of the Public Records of Martin County, Florida.

23. Matters contained in that certain document entitled "Ordinance of City Commission of the City of Stuart", recorded in Official Records Book 2030, Page 2522, of the Public Records of Martin County, Florida.

24. Interlocal Agreement between the City of Stuart and Martin County recorded in Official Records Book 2473, Page 540.

SHEET 1: COVER SHEET
SHEET 2: ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
SHEET 3: TREE SURVEY

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. COPIES OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON WERE ABSTRACTED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, POLARIS TITLE, 195-00447, DATE OF DEED, OCTOBER 21, 2018 AT 11:00 P.M. AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 38 SOUTH, RANGE 40 EAST, 34 TH STREET, HAVANA, FLORIDA, BEARING N 55° 50' 00" E, DISTANCE 100.00' BASED ON GPS RTK MEASUREMENTS, THE STONER/KEITH RESURVEY NO. 01 OF TOWNSHIP 30 SOUTH, RANGE 40 EAST AS RECORDED; AND AS TRANSFORMED TO THE NORTH AMERICAN DATUM OF 1983, WITH THE 1990 ADJUSTMENT.
5. THE DESCRIPTION SHOWN HEREON PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, EXHIBIT "A" OF THE JUDICIAL COMMITMENT.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. ALL PLONE INFORMATION OBTAINED FROM MARTIN COUNTY AND FEMA, PARCEL 12085C01610 EFFECTIVE FLOOD ZONE X, (MARCH 16, 2015).
8. ORIGIN BENCHMARK: MARTIN COUNTY SURVEY CONTROL BENCHMARK NAME CPW-2, PK NAIL AND WASHER STATION "M.C. BENCHMARK" - W-1, DATUM NAVD83 ELEVATION=7.2'. NORTH SIDE OF CONCRETE SIDEWALK, 20' +/- EAST OF THE CENTERLINE OF THE ENTRANCE OF CITY OF STUART POPPLETON CREEK PARK, 399 SE CENTRAL PARKWAY.
9. THE BOUNDARY DOES NOT GAPS, GORES OR HIATUSSES, THE TRACTS ARE CONTIGUOUS ALONG THEIR BOUNDARIES.
10. TREES DEPICTED ON THIS SURVEY ARE NATIVE SPECIES 4" DIAMETER AT BREAST HEIGHT AND TAGGED WITH CORRESPONDING TAG NUMBER AS SHOWN IN THE TREE TABLE. TREE WERE LOGGED BY SURVEYOR AND FIELD TRAINED IN SPECIES DESIGNATION, DESIGNATION SHOULD BE VERIFIED BY A TRAINED BOTANIST.

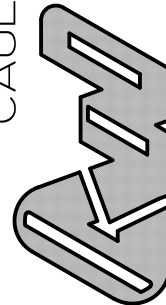
MERITAGE HOMES OF FLORIDA, INC.
MATHISON WHITTLES, LLP
FIDELITY NATIONAL TITLE INSURANCE COMPANY

I HEREBY CERTIFY THAT THE ATTACHED ALTA/NSPS LAND TITLE SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON NOVEMBER 26, 2018. I FURTHER CERTIFY THAT THIS ALTA/NSPS LAND TITLE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR & MAPPER #6272
STATE OF FLORIDA - LB #3591

[illegible]

FIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1453

STUART CENTRAL
ALTA/NSPS
LAND TITLE SURVEY

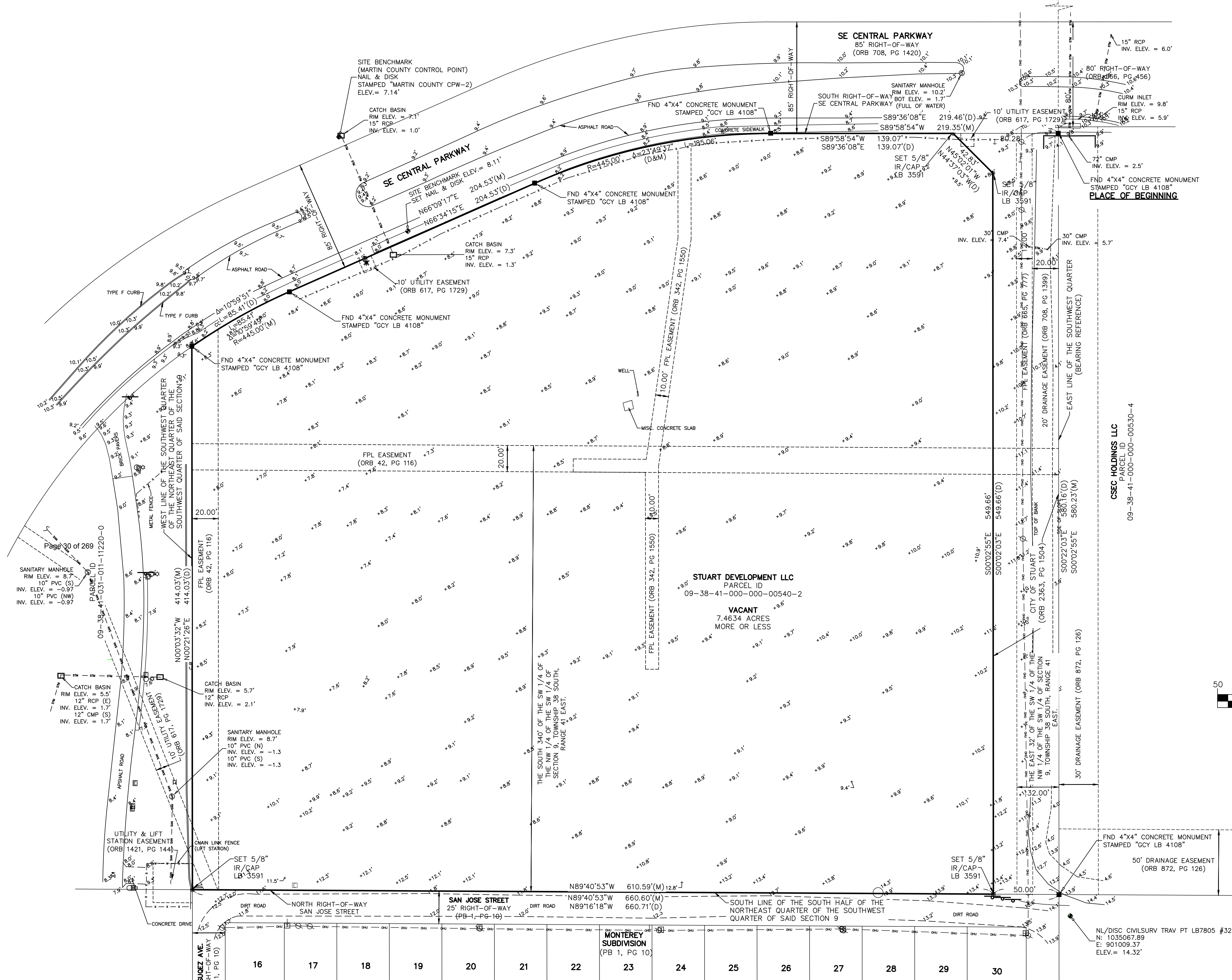
DATE	11/28/18
DRAWN BY	RLF
F.B./ PG.	ELECT
SCALE	AS SHOWN

JOB # 8396
SHT.NO. 1
OF 3 SHEETS

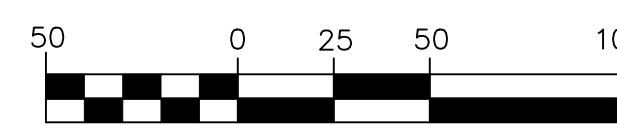
ALUM — ALUMINUM
 C — CENTERLINE
 CLF — CHAIN LINK FENCE
 CONC — CONCRETE
 (D) — DEED RECORD DIMENSION
 DE — DRAINAGE EASEMENT
 ELEV — ELEVATION
 ESMT — EASEMENT
 EXIST — EXISTING
 FND — FOUND
 FPL — FLORIDA POWER & LIGHT
 INV — INVERT
 IR/CAP — IRON ROD & CAP
 L — ARC LENGTH
 LB — LICENSE BUSINESS
 (M) — MEASURED
 ORB — OFFICIAL RECORD BOOK
 (P) — PLAT RECORD DIMENSION
 PB — PLAT BOOK
 POB — POINT OF BEGINNING
 POC — POINT OF COMMENCEMENT
 PG — PAGE(S)
 PRM — PERMANENT REFERENCE MONUMENT
 PROP — PROPOSED
 R — RADIUS
 RB — RADIAL BEARING
 RGE — RANGE
 R/W — RIGHT-OF-WAY
 SEC — SECTION
 SQ FT — SQUARE FEET
 TWP — TOWNSHIP
 TYP — TYPICAL
 Δ — DELTA (CENTRAL ANGLE)
 ● — SET 5/8" IR/CAP LB 3591
 ▲ — SET NAIL & DISK LB 3591
 ▲ — FOUND FDOT CONC MON BLC POINT
 — CONCRETE POWER POLE
 — WOOD POWER POLE
 — ANCHOR
 OHW — ELECTRICAL WIRES OVERHEAD
 — EXISTING ELEVATION
 — TRAFFIC SIGN
 — ELECTRIC HAND HOLE
 — LIGHT POLE
 — MAIL BOX
 — FIRE HYDRANT
 — WATER VALVE
 — TELEPHONE RISER
 ○ — TREE LOCATION

STUART CENTRAL

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA,



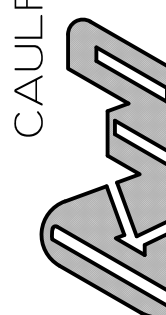
GRAPHIC SCALE



(IN FEET)
1 INCH = 50 FT

[illegible]

FIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-592-1991 / FAX (561)-750-1452

STUART CENTRAL
ALTA/NSPS LAND TITLE
& TOPOGRAPHIC SURVEY

DATE 11/28/18

DRAWN BY RLF

F.B. / PG. ELECT

SCALE AS SHOWN

JOB # 8396

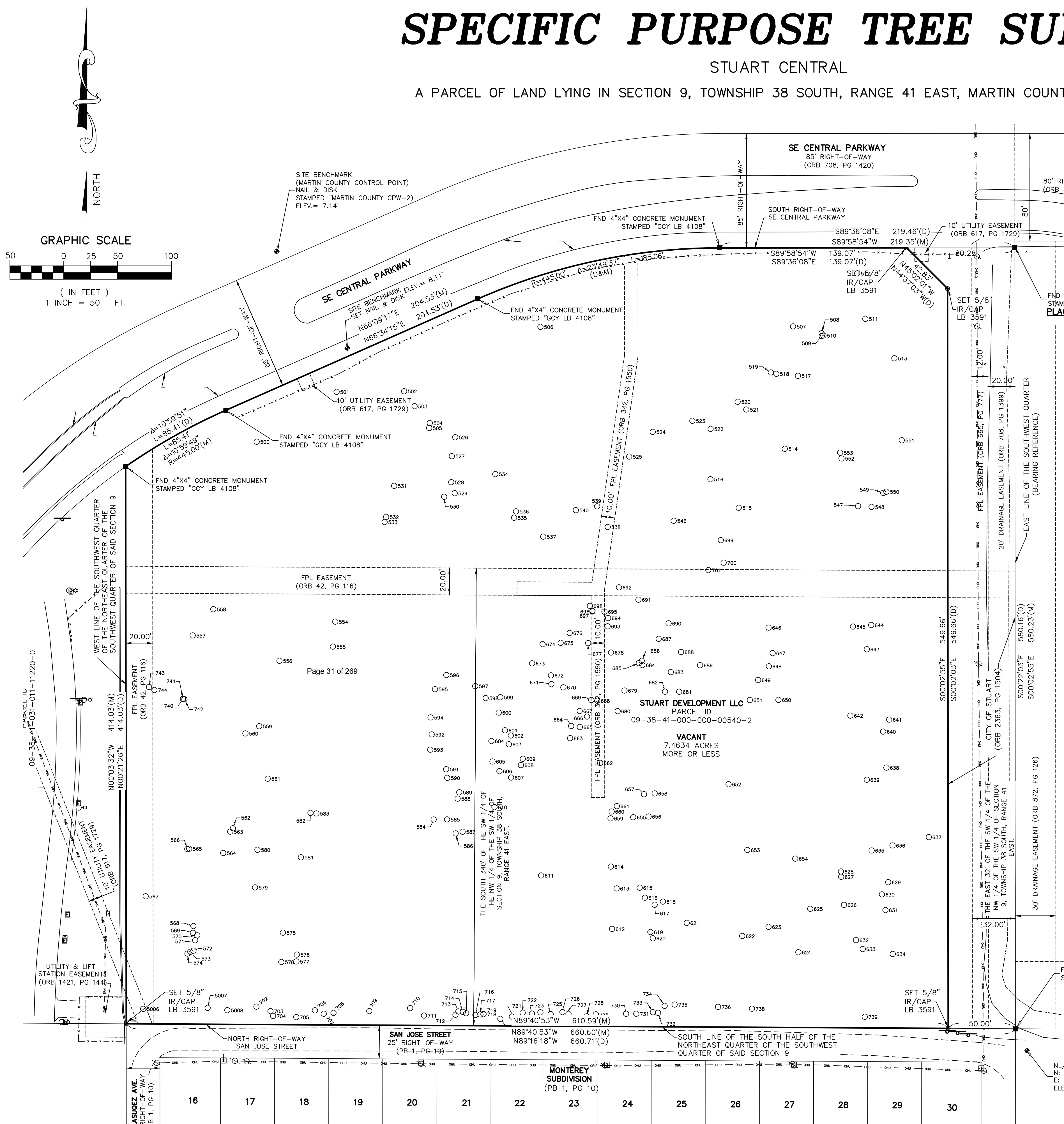
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2

OF 3 SHEETS

STUART CENTRAL

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA,



TREE TABLE		
TREE ID	DIAMETER	TREE TYPE
560	10	OAK TREE
537	12	PALM TREE
601	10	OAK TREE
635	10	OAK TREE
555	12	PALM TREE
619	20	OAK TREE
535	12	OAK TREE
5007	12	PALM TREE
591	12	OAK TREE
556	20	OAK TREE
740	16	OAK TREE
594	18	OAK TREE
722	11	PALM TREE
741	24	OAK TREE
549	12	PALM TREE
533	4	OAK TREE
633	4	OAK TREE
615	5	OAK TREE
675	5	OAK TREE
547	12	OAK TREE
593	6	OAK TREE
721	11	PALM TREE
663	6	OAK TREE
532	8	OAK TREE
724	10	PALM TREE
536	8	OAK TREE
595	8	OAK TREE
723	11	PALM TREE
604	8	OAK TREE
621	8	OAK TREE
557	12	PALM TREE
670	8	OAK TREE
753	9	OAK TREE
512	10	PALM TREE
588	10	PALM TREE
524	12	PALM TREE
607	10	PALM TREE
610	10	PALM TREE
631	10	PALM TREE
678	10	PALM TREE
550	12	PALM TREE
505	12	PALM TREE
501	12	PALM TREE
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509	12	PALM TREE
510	12	PALM TREE
511	12	PALM TREE
514	12	PALM TREE
515	12	PALM TREE
517	12	PALM TREE

TREE TABLE			
TREE ID	DIAMETER	TREE TYPE	
519	12	PAUM TREE	
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644	12	PAUM TREE	

TREE TABLE		
TREE ID	DIAMETER	TREE TYPE
645	12	PALM TREE
648	12	PALM TREE
649	12	PALM TREE
651	12	PALM TREE
662	12	PALM TREE
674	12	PALM TREE
679	12	PALM TREE
680	12	PALM TREE
682	12	PALM TREE
684	12	PALM TREE
685	12	PALM TREE
686	12	PALM TREE
687	12	PALM TREE
693	12	PALM TREE
694	12	PALM TREE
695	12	PALM TREE
696	12	PALM TREE
697	12	PALM TREE
698	12	PALM TREE
699	12	PALM TREE
706	12	PALM TREE
707	12	PALM TREE
712	12	PALM TREE
713	12	PALM TREE
714	12	PALM TREE
715	12	PALM TREE
716	12	PALM TREE
717	12	PALM TREE
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725	12	PALM TREE
726	12	PALM TREE
727	12	PALM TREE
728	12	PALM TREE
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732	12	PALM TREE
733	12	PALM TREE
734	12	PALM TREE
735	12	PALM TREE
736	12	PALM TREE
739	12	PALM TREE
745	12	PALM TREE
743	12	PALM TREE
744	12	PALM TREE
5008	14	PALM TREE
505	14	PALM TREE
513	14	PALM TREE
516	14	PALM TREE
518	14	PALM TREE
540	14	PALM TREE

TREE TABLE			
TREE ID	DIAMETER	TREE TYPE	
546	14	PAUM TREE	
548	14	PAUM TREE	
551	14	PAUM TREE	
567	14	PAUM TREE	
568	14	PAUM TREE	
569	14	PAUM TREE	
570	14	PAUM TREE	
571	14	PAUM TREE	
572	14	PAUM TREE	
575	14	PAUM TREE	
576	14	PAUM TREE	
577	14	PAUM TREE	
584	14	PAUM TREE	
585	14	PAUM TREE	
586	14	PAUM TREE	
589	14	PAUM TREE	
596	14	PAUM TREE	
597	14	PAUM TREE	
605	14	PAUM TREE	
611	14	PAUM TREE	
612	14	PAUM TREE	
625	14	PAUM TREE	
626	14	PAUM TREE	
629	14	PAUM TREE	
646	14	PAUM TREE	
647	14	PAUM TREE	
650	14	PAUM TREE	
655	14	PAUM TREE	
656	14	PAUM TREE	
657	14	PAUM TREE	
658	14	PAUM TREE	
659	14	PAUM TREE	
660	14	PAUM TREE	
663	14	PAUM TREE	
664	14	PAUM TREE	
665	14	PAUM TREE	
666	14	PAUM TREE	
667	14	PAUM TREE	
668	14	PAUM TREE	
669	14	PAUM TREE	
671	14	PAUM TREE	
672	14	PAUM TREE	
673	14	PAUM TREE	
681	14	PAUM TREE	
683	14	PAUM TREE	
688	14	PAUM TREE	
689	14	PAUM TREE	
691	14	PAUM TREE	
701	14	PAUM TREE	
702	14	PAUM TREE	

TREE TABLE		
TREE ID	DIAMETER	TREE TYPE
703	14	PAUM TREE
704	14	PAUM TREE
705	14	PAUM TREE
708	14	PAUM TREE
709	14	PAUM TREE
710	14	PAUM TREE
720	14	PAUM TREE
730	14	PAUM TREE
731	14	PAUM TREE
738	14	PAUM TREE
507	16	PAUM TREE
580	16	PAUM TREE
581	16	PAUM TREE
711	16	PAUM TREE
531	14	PAUM TREE
502	10	PINE TREE
623	10	PINE TREE
628	10	PINE TREE
676	10	PINE TREE
526	12	PINE TREE
528	12	PINE TREE
643	12	PINE TREE
652	12	PINE TREE
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529	14	PINE TREE
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624	14	PINE TREE
627	14	PINE TREE
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653	14	PINE TREE
654	14	PINE TREE
700	14	PINE TREE
539	16	PINE TREE
622	16	PINE TREE
661	16	PINE TREE
692	17	PINE TREE
527	18	PINE TREE
690	18	PINE TREE
506	24	PINE TREE
503	8	PINE TREE

ALUM - ALUMINUM
 Ⓒ - CENTERLINE
 CLF - CHAIN LINK FENCE
 CONC - CONCRETE
 (D) - DEED RECORD DIMENSION
 DE - DRAINAGE EASEMENT
 ELEV - ELEVATION
 ESMT - EASEMENT
 EXIST - EXISTING
 FND - FOUND
 FPL - FLORIDA POWER & LIGHT
 INV - INVERT
 IR/CAP - IRON ROD & CAP
 L - ARC LENGTH
 LB - LICENSE BUSINESS
 (M) - MEASURED
 ORB - OFFICIAL RECORD BOOK
 (P) - PLAT RECORD DIMENSION
 PB - PLAT BOOK
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT
 PG - PAGE(S)
 PRM - PERMANENT REFERENCE MONUMENT
 PROP - PROPOSED
 R - RADIUS
 RB - RADIAL BEARING
 RGE - RANGE
 R/W - RIGHT-OF-WAY
 SEC - SECTION
 SQ FT - SQUARE FEET
 TWP - TOWNSHIP
 TYP - TYPICAL
 Δ - DELTA (CENTRAL ANGLE)
 ● - SET 5/8" IR/CAP LB 3591
 ▲ - SET NAIL & DISK LB 3591
 ▲ - FOUND FOOT CONC MON BLC POINT
 ■ - CONCRETE POWER POLE
 ☐ - WOOD POWER POLE
 ← - ANCHOR
 ——— - ELECTRICAL WIRES OVERHEAD
 +0.8' - EXISTING ELEVATION
 T - TRAFFIC SIGN
 □ - ELECTRIC HAND HOLE
 ○ - LIGHT POLE
 ☒ - MAIL BOX
 ☒ - FIRE HYDRANT
 ☒ - WATER VALVE
 □ - TELEPHONE RISER
 ○100 - TREE LOCATION

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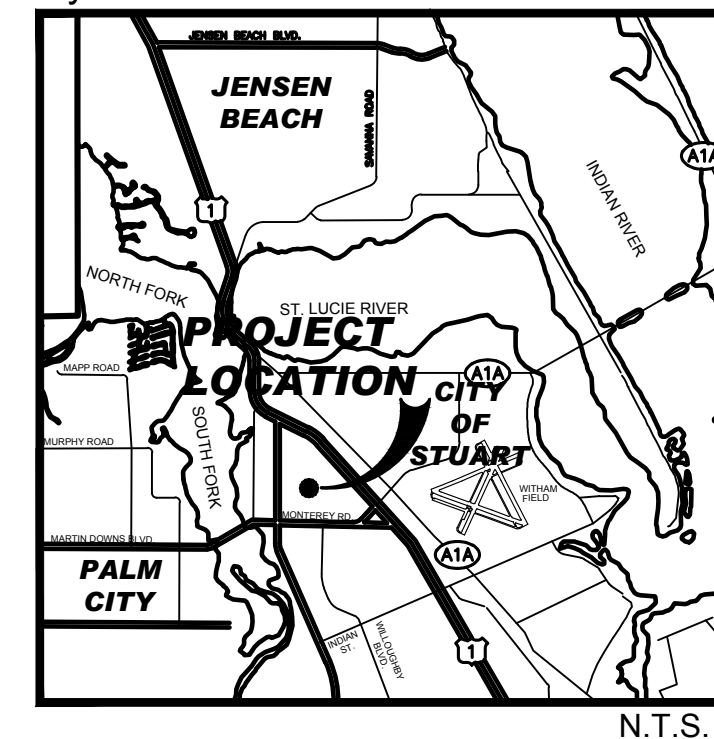
Caulfield & Wheeler, Inc.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

STUART CENTRAL
ALTA/NSPS LAND TITLE
TREE SURVEY

DATE	11/28/18
DRAWN BY	RLF
F.B./ PG.	ELECT
SCALE	AS SHOWN

JOB # 8396
SHT.NO. 3
OF 3 SHEETS

Key / Location:



Project Team:

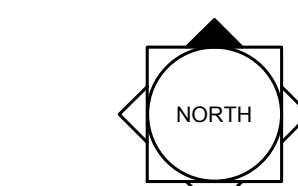
Client & Property Owner:	Meritage Homes 5337 Millenia Lakes Blvd., Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Seaside RPUD
(fka Kingsport Estates RPUD)

City of Stuart, Martin County, Florida

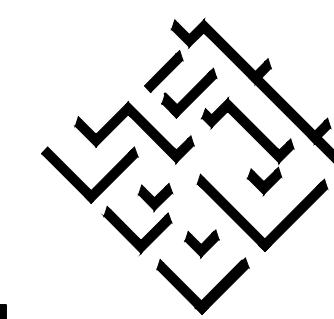
Landscape Plan & Plant Schedule

Date	By	Description
02.13.2019	J.J.	Initial Submittal
04.30.2019	J.J.	Response to Comments
05.30.2019	J.J.	Response to Comments



SCALE: 1" = 40'

0 20' 40' 80'



REG. # 1018
Thomas P. Lucido

Designer	JJ	Sheet
Manager	DF	
Project Number	18-1065	LA-1 of 4
Municipal Number	---	
Computer File	18-1065 Meritage Homes Central Pkwy - Landscape PI	

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Landscape Data:

Total Landscape Area Required (Section 6.04.03.B.1):
325,105 sf, 7.46 ac * 20% = 65,021 sf, 1.49 ac

Total Landscape Area Provided:
141,570 sf, 3.25 ac (43%)

Landscape Requirements

Total Site Area: 325,105 sf, 7.46 ac (100%)
Native Landscape Area: 68,564 sf, 1.57 ac (21%)
Landscape Area: 69,027 sf, 1.59 ac (21%)

Required Tree Credits: 216 Trees

Multi-Family Residential - Total Site Trees Required (Section 6.04.08.B): 216 Trees

(325,105 sf Total Site Area / 1,500 = 216)

Parking Terminal Island Trees Required (Sec. 6.04.07.C, @ 10 Islands): 10 Trees

Landscape Buffer Trees Required (Sec. 6.04.06.B.5, @ 2,137'): 71 Trees

Provided Tree Credits: 248 Trees

Landscape Notes

- Alternative plant species and enhanced landscaping beyond minimum requirements may be permitted subject to review and approval by the City of Stuart prior to installation. Trees and shrubs may be substituted based on availability.
- All required landscape improvements for each phase must be inspected and approved by City of Stuart prior to the issuance of a Certificate of Occupancy.
- No Cypress Mulch is to be used on site.
- Where existing vegetation meets minimum City of Stuart standards, this vegetation may be credited toward landscape requirements.
- Existing vegetation to remain undisturbed outside of construction limits. Proposed vegetation may be relocated due to unforeseen site conditions or in order to preserve existing vegetation.
- All prohibited exotic and invasive species shall be removed from the site prior to the issuance of a certificate of occupancy.
- See engineer's plans for all overhead & underground utility locations
- This plan has been designed to meet with the tree planting requirements contained within the FPL document entitled 'Plant the right tree in the Right Place'
- For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines. Large trees (height at maturity of more than 30') from the nearest overhead power line. Medium height tree (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
- No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines. Tree species shall be selected so as to minimize conflicts with existing or proposed utilities.
- All above ground utilities shall be screened in accordance with City of Stuart requirements
- All plant material to be Florida No. 1 quality and standards or better.

Irrigation Notes

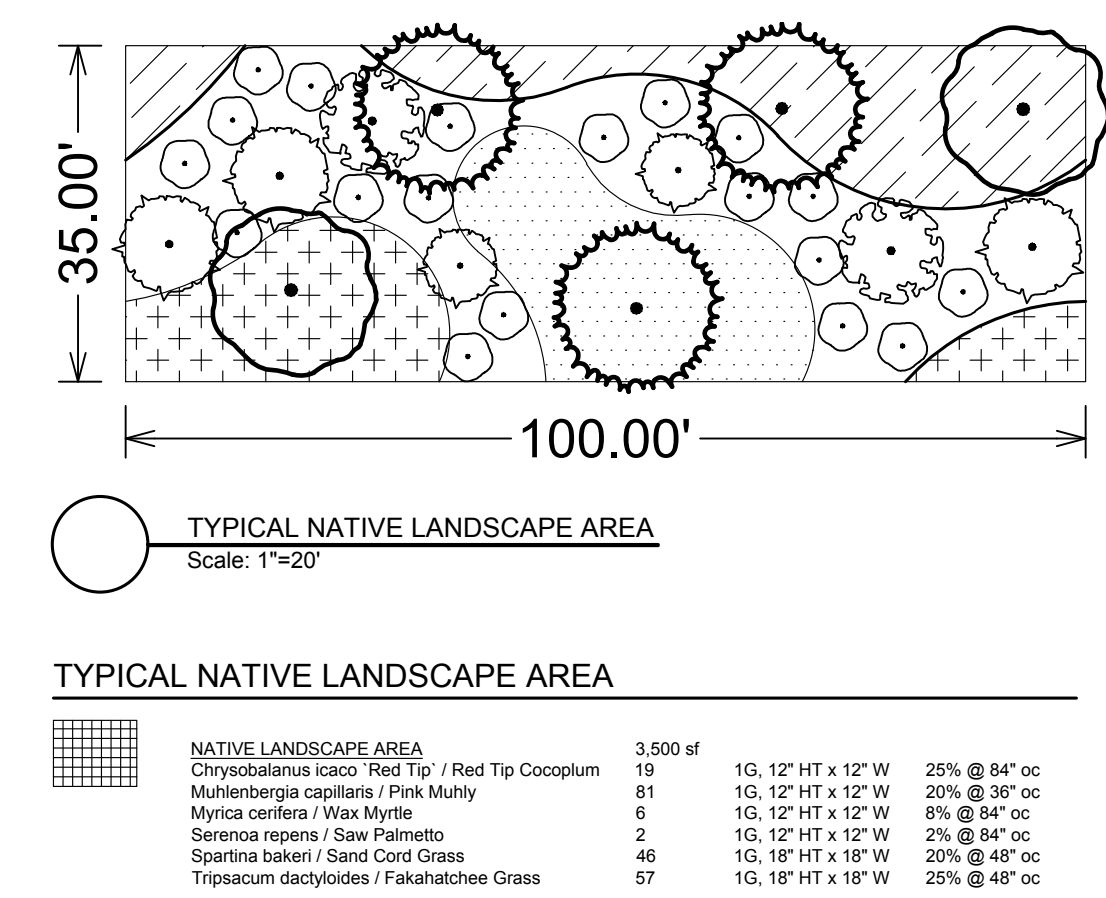
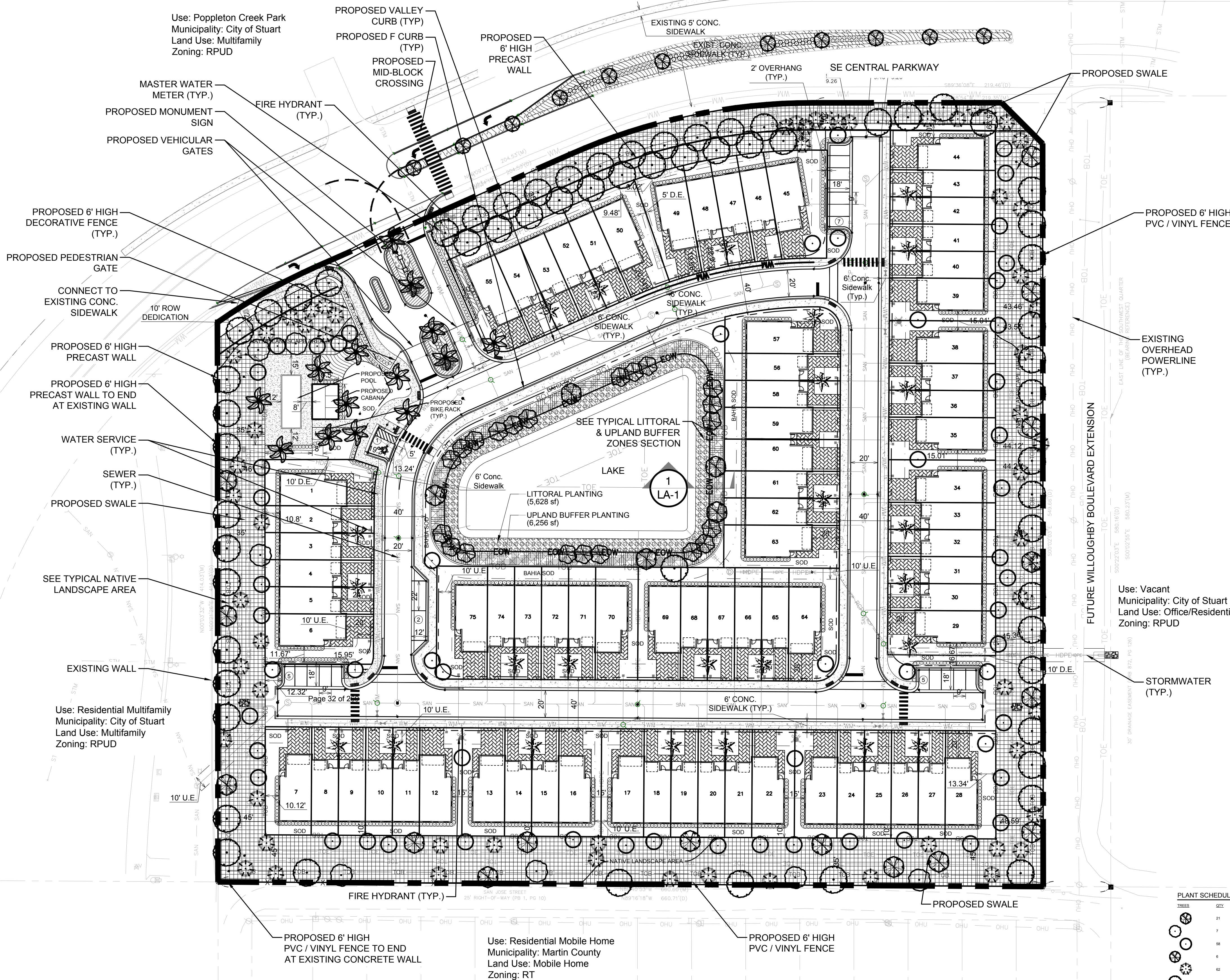
- All Landscape & Sod areas shall be irrigated by an automated system that provides 100% coverage & overlap.
- Irrigation systems shall conform to the following standards: Irrigation systems shall be continuously maintained in working order and shall be designed not to overlap water zones or to water impervious areas.
- No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.
- Irrigation Water Source: To Be Determined
- All irrigation systems shall include a 'rain switch' to monitor rain levels and irrigation needs.

Required Xeriscape Points

At least 51% of the grass areas are made up of drought-tolerant grass species	10 points
At least 51% of the required shrubs are made up of drought-tolerant species	10 points
At least 51% of the required trees are made up of drought-tolerant species	10 points
Utilization of moisture sensing controller other than a rain-sensor override device	5 points
Utilization of mulch other than cypress mulch	5 points
Utilization of compacted mulch with a 3" min. depth in all planted areas except ground cover.	10 points
	50 total points

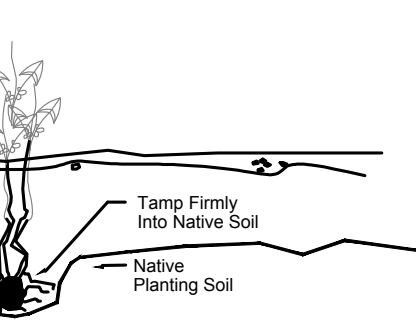
PLANT SCHEDULE MASTER									
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIFES
21	1	Acer rubrum	Red Maple	FG	16'-18' HT	7' SP	F, SP	Native	4.5' DBH
7	1	Conocarpus erectus	Green Buttonwood	FG	14' HT	7' SP	F, SP	Native	2.5' DBH
58	1	Ilex x alternata 'Engelston'	Engelston Holly	FG	14' HT	6' SP	4' CT, F, SP	Native	2.5' DBH
6	1	Lagotis indica 'Natchez'	Natchez' Crepe Myrtle	FG	12' HT	6' SP	ML, SP	Non-native	
62	1	Pinus ellioti var. densa	Slash Pine	FG	14' HT	7' W		Native	2.5' DBH
62	1	Quercus virginiana	Southern Live Oak	FG	16' HT	6' SP	F, SP	Native	4.5' DBH
21	1	Taxodium distichum	Bald Cypress	FG	14' HT	7' SP	F, SP	Native	2.5' DBH
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIFES
14	1	Myrsine rugosa	Florida/Cuban Royal Palm	FG	12' GW, 20' CA		F, SP, No Sp.	Native	
25	1	Wolpelia dolabrata	Fossil Palm	FG	14' CA		Ful Head, Str. Specimen	Non-native	
25	1	Botanical Name	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	BROUGHT TOLERANT
1,317	1	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	30	24" HT	18" W	FTB	Native	
49	1	Cordia alliodora 'Mammy'	Mammy Cotton	30	24" HT	18" W	FTB, SP	Non-native	
15	1	Hamelia patens 'Compact'	Dwarf Firebush	30	30" HT	24" W	FTB	Non-native	
25	1	Scaevola taccata	Green Scaevola	30	24" HT	24" W	F	Non-native	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
37	1	Boerhaavia x Helen Johnson'	Compact Boerhaavia	30	12" CA		F, SP		30" o.c.
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
67	1	Muhlenbergia capillaris	Pink Muhly	30	18" CA		F	Native	30" o.c.
138	1	Spartina bakeri	Sand Cordgrass	30	18" CA		F	Native	48" o.c.
206	1	Juncus chinensis 'Pancini'	Pancini Juniper	10	10" HT	15" SP	Ful	Non-native	24" o.c.
941	1	Rhipidophora indica	Dwarf Indian Hellebore	10	10" HT	12" W	Ful	Non-native	18" o.c.

ALL AREAS INDICATED BY 'SOD' ON PLAN SHALL BE PLANTED WITH STENOTAPHRUM SECUNDATUM 'FLORATAM' SOD UNLESS NOTED OTHERWISE.



LITTORAL, UPLAND BUFFER, & NATIVE LANDSCAPE AREA PLANT SCHEDULE

NATIVE LANDSCAPE AREA		68,564 sf
Chrysobalanus icaco / Red Tip / Red Tip Cocoplum	394	1G, 12' HT x 12' W
Muhlenbergia capillaris / Pink Muhly	1,584	1G, 12' HT x 12' W
Myrica cerifera / Wax Myrtle	117	1G, 12' HT x 12' W
Serenoa repens / Saw Palmetto	30	1G, 12' HT x 12' W
Spartina bakeri / Sand Cord Grass	891	1G, 18' HT x 18' W
Tripsacum dactyloides / Fakahatchee Grass	1,114	1G, 18' HT x 18' W
LITTORAL PLANTING		6,629 sf
Eleocharis interstincta / Jointed Spikerush	98	B.R., 18" HT, 6"-18" Depth
Iris virginica / Blue Flag Iris	65	B.R., 24" HT, 3" Depth
Nymphaea odorata / Fragrant Water Lily	18	B.R., 24" HT, 24" Depth
Portulaca oleracea / Pickered Weed	98	B.R., 24" HT, 6"-24" Depth
Sagittaria latifolia / Arrowhead	98	B.R., 24" HT, 6"-24" Depth
Spartina bakeri / Sand Cord Grass	102	1G, 18' HT x 18' W
Tripsacum dactyloides / Fakahatchee Grass	110	1G, 18' HT x 18' W
UPLAND BUFFER PLANTING		6,256 sf
Callitriche americana / American Beautyberry	61	1G, 12' HT x 12' W
Muhlenbergia capillaris / Pink Muhly	145	1G, 12' HT x 12' W
Myrica cerifera / Wax Myrtle	14	1G, 12' HT x 12' W
Myrsine guianensis / Myrsine	61	1G, 12' HT x 12' W
Serenoa repens / Saw Palmetto	14	1G, 12' HT x 12' W
Spartina bakeri / Sand Cord Grass	102	1G, 18' HT x 18' W
Tripsacum dactyloides / Fakahatchee Grass	61	1G, 18' HT x 18' W

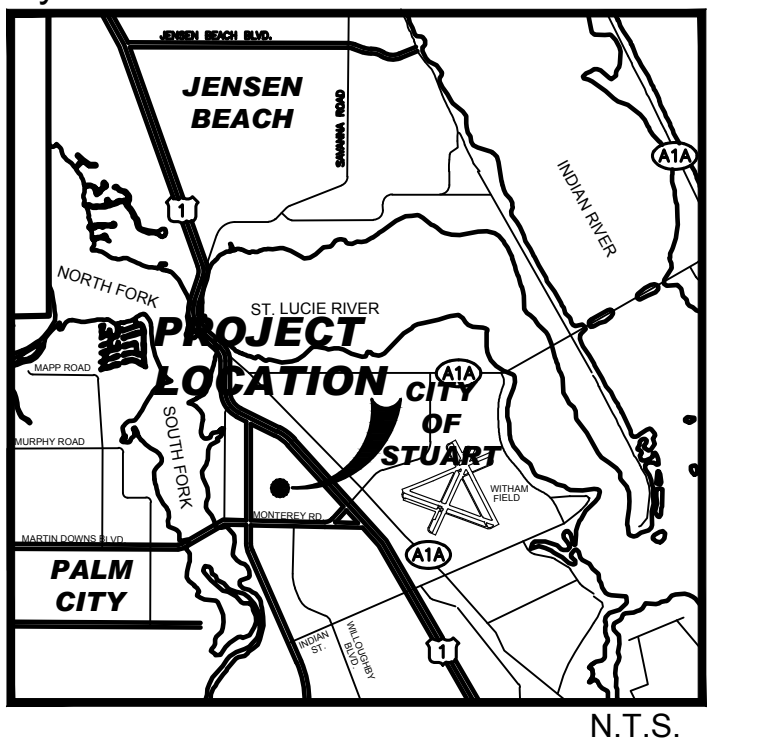


TYPICAL LITTORAL DETAIL
Scale: N.T.S.

1 TYPICAL LITTORAL & UPLAND BUFFER ZONES SECTION
Scale: 1"=20'

Sheet Index:

LANDSCAPE PLAN	LA-1
TREE MITIGATION	LA-2
LANDSCAPE DETAILS	LA-3
LANDSCAPE SPECIFICATIONS	LA-4



Project Team:

Client & Property Owner: Meritage Homes
5337 Millenia Lakes Blvd, Suite 410
Orlando, Florida 32839

**Land Planner /
Landscape Architect:** Lucido & Associates
701 East Ocean Boulevard
Stuart, Florida 34994

Engineer: The Milcor Group, Inc.
10975 SE Federal Highway
Hobe Sound, Florida 33455

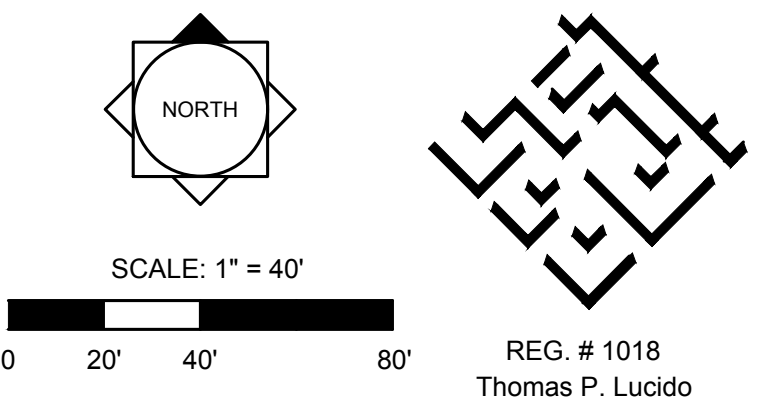
Surveyor: Caulfield & Wheeler, Inc.
7900 Glades Road - Suite 100
Boca Raton, Florida 33434

Seaside RPUD
(fka Kingsport Estates RPUD)

City of Stuart, Martin County, Florida

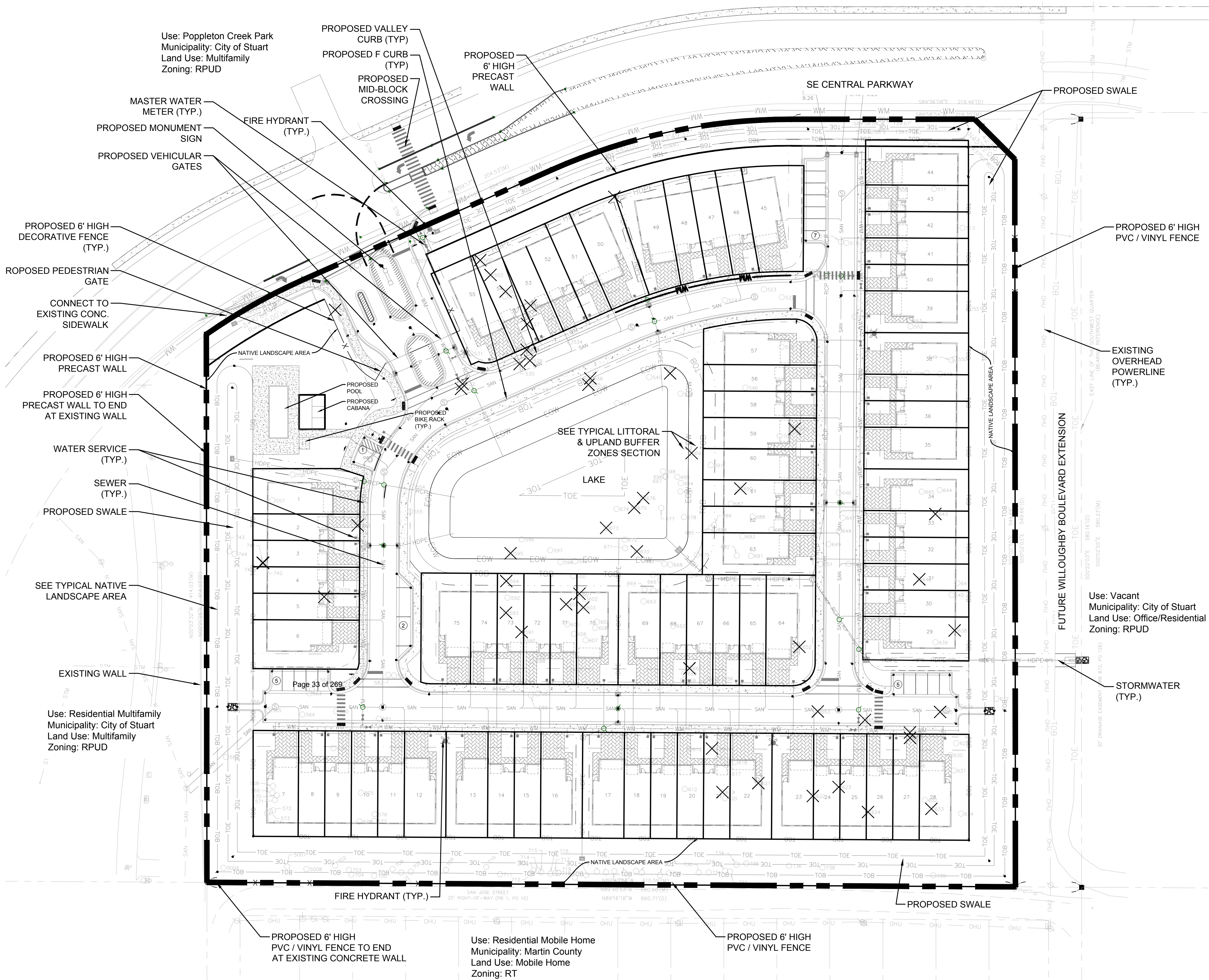
Tree Mitigation Plan

Date	By	Description
02.13.2019	J.J.	Initial Submittal
04.30.2019	J.J.	Response to Comments
05.30.2019	J.J.	Response to Comments



Designer	JJ	Sheet
Manager	DF	LA-2 of 4
Project Number	18-1065	
Municipal Number	---	
Computer File	18-1065 Meritage Homes Central Pkwy - Landscape P	

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EXISTING TREE INVENTORY (ELIGIBLE FOR MITIGATION)

Tree ID	Diameter	Remove/Protect/Reallocate	Tree Type	Tree ID	Diameter	Remove/Protect/Reallocate	Tree Type
560	10	Remove	Oak Tree	502	10	Remove	Pine Tree
601	10	Remove	Oak Tree	623	10	Remove	Pine Tree
635	10	Remove	Oak Tree	628	10	Remove	Pine Tree
619	20	Remove	Oak Tree	676	10	Remove	Pine Tree
536	10	Remove	Oak Tree	536	10	Remove	Pine Tree
591	12	Remove	Oak Tree	528	12	Remove	Pine Tree
556	20	Remove	Oak Tree	643	12	Remove	Pine Tree
740	16	Remove	Oak Tree	658	12	Remove	Pine Tree
594	18	Remove	Oak Tree	504	14	Remove	Pine Tree
741	24	Remove	Oak Tree	504	14	Remove	Pine Tree
533	4	Remove	Oak Tree	539	12	Remove	Pine Tree
633	4	Remove	Oak Tree	530	14	Remove	Pine Tree
615	9	Remove	Oak Tree	634	14	Remove	Pine Tree
676	9	Remove	Oak Tree	627	14	Remove	Pine Tree
593	6	Remove	Oak Tree	638	14	Remove	Pine Tree
603	6	Remove	Oak Tree	642	14	Remove	Pine Tree
532	8	Remove	Oak Tree	637	14	Remove	Pine Tree
536	8	Remove	Oak Tree	654	14	Remove	Pine Tree
595	8	Remove	Oak Tree	700	14	Remove	Pine Tree
606	8	Remove	Oak Tree	539	16	Remove	Pine Tree
621	8	Remove	Oak Tree	622	16	Remove	Pine Tree
670	8	Remove	Oak Tree	661	16	Remove	Pine Tree
673	9	Remove	Oak Tree	692	16	Remove	Pine Tree
				527	18	Remove	Pine Tree
				690	18	Remove	Pine Tree
				506	24	Remove	Pine Tree
				503	8	Remove	Pine Tree
Total	239						

TREE MITIGATION CALCULATIONS

Hardwood Calculation

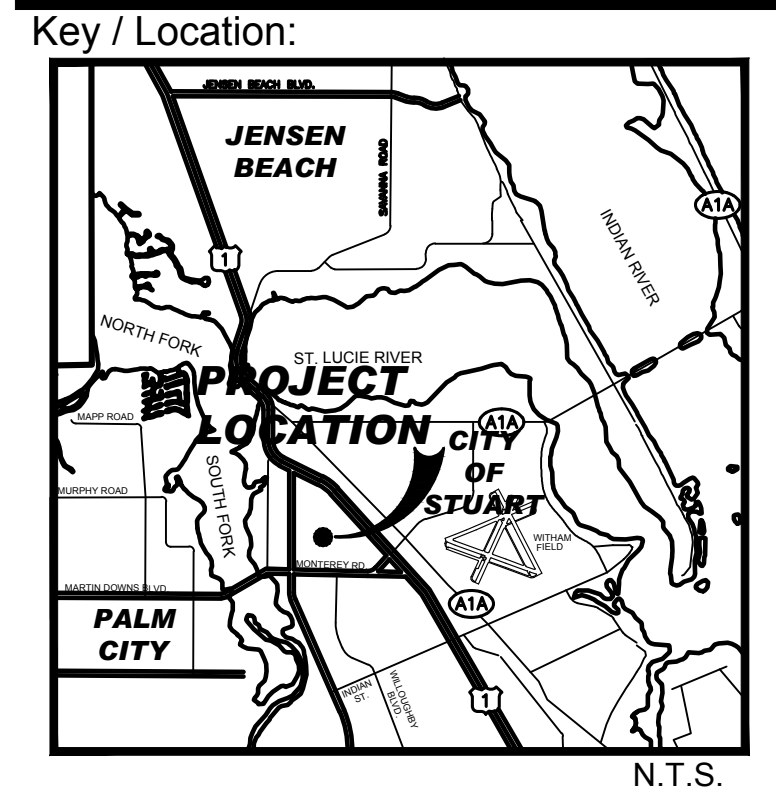
239	inches (x)	2.5	=	597.5	Inches
Total Inches Required (4.5" DBH min.)				598	Inches
Total Inches Provided for Mitigation:				723.5	Inches
Quercus virginiana (4.5" DBH)				279	Inches
Acer rubrum (4.5" DBH)				94.5	
Wodyetia bifurcata (14" for 14' height)				350	Inches

Pine Calculation

375	inches (x)	1.5	=	562.5	Inches
Total Inches Required (2.5" DBH min.)				562.5	Inches
Total Inches Provided for Mitigation:				566	Inches
	<i>Pinus elliottii</i> var. <i>densa</i> (2.5" DBH)			155	Inches
	<i>Ilex x attenuata</i> 'Eagleston' (2.5" DBH)			145	Inches
	<i>Taxodium distichum</i> (2.5" DBH)			52.5	Inches
	<i>Conocarpus erectus</i> (2.5" DBH)			17.5	Inches
	<i>Roystonea regia</i> (14" for 14' height)			196	Inches

TREE MITIGATION LEGEND

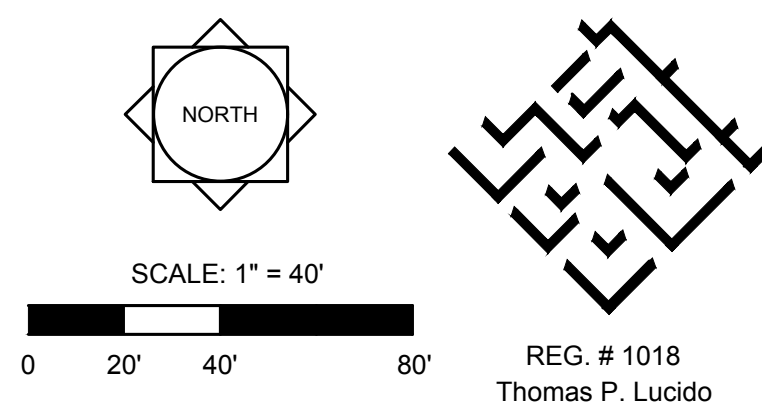
-  Tree Protection Barrier
 Tree to be Relocated On-Site
 Tree to be Removed
 Existing Tree (Not Required for Mitigation)



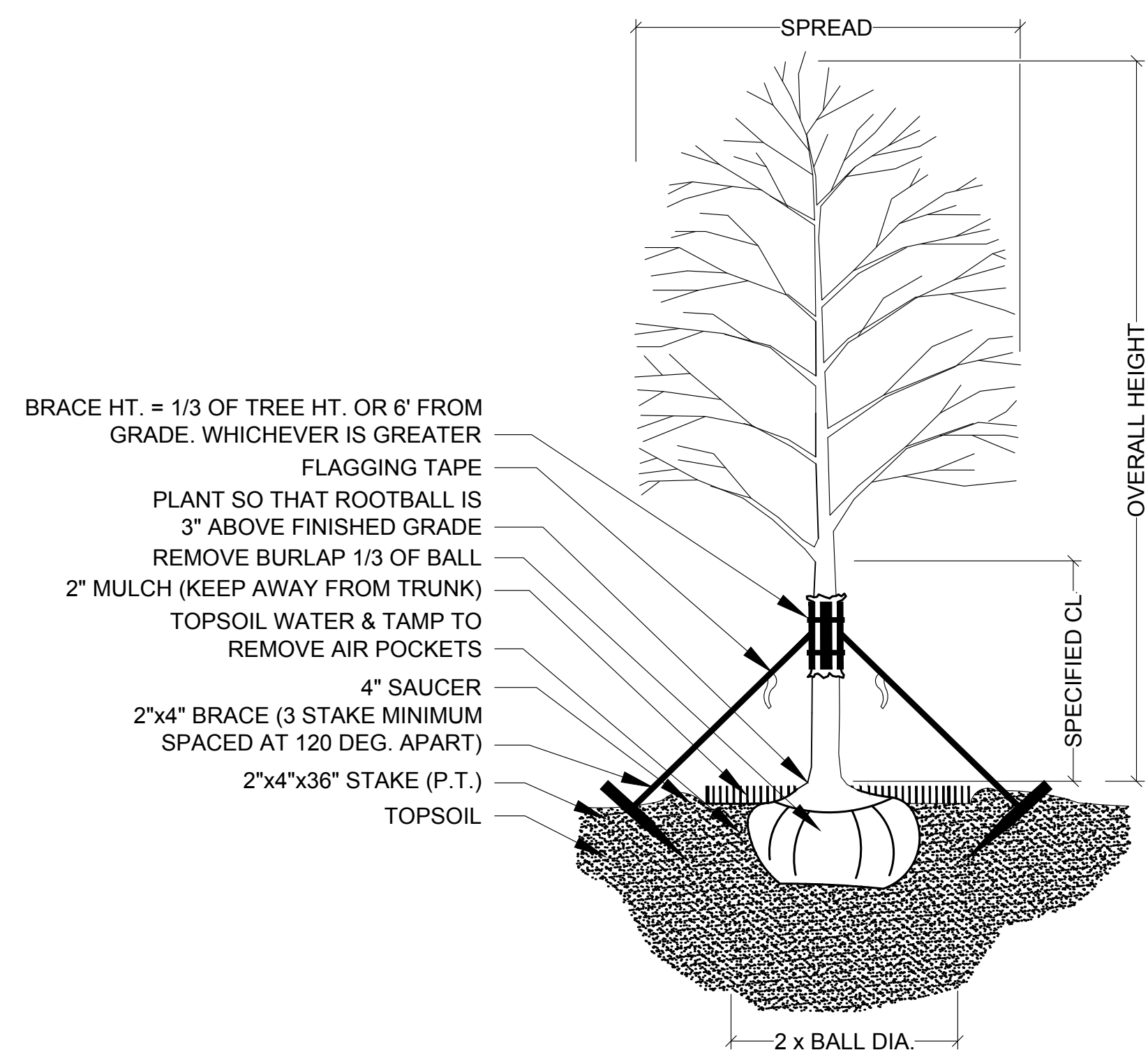
Project Team:

Client & Property Owner:	Meritage Homes 5337 Miralena Lakes Blvd., Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7909 Glades Road - Suite 100 Boca Raton, Florida 33434

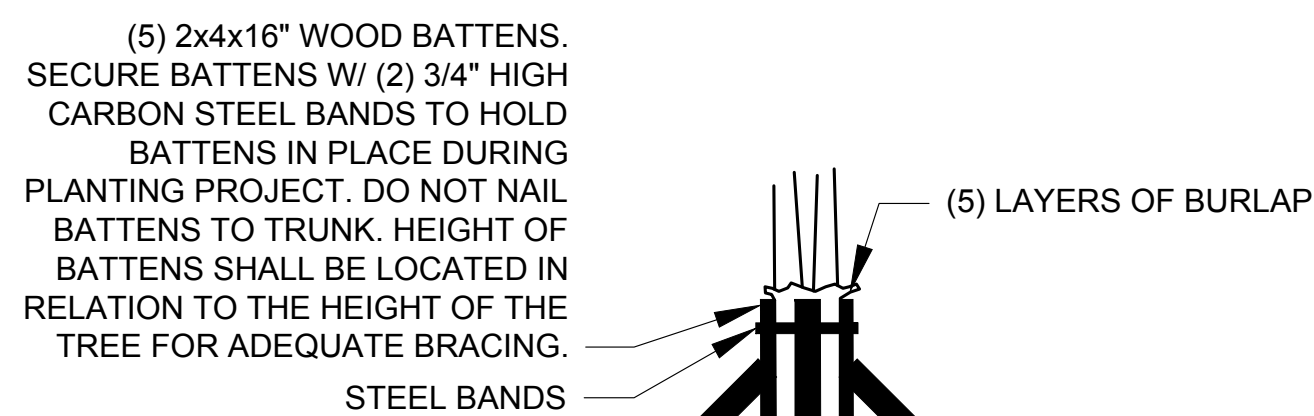
City of Stuart, Martin County, Florida

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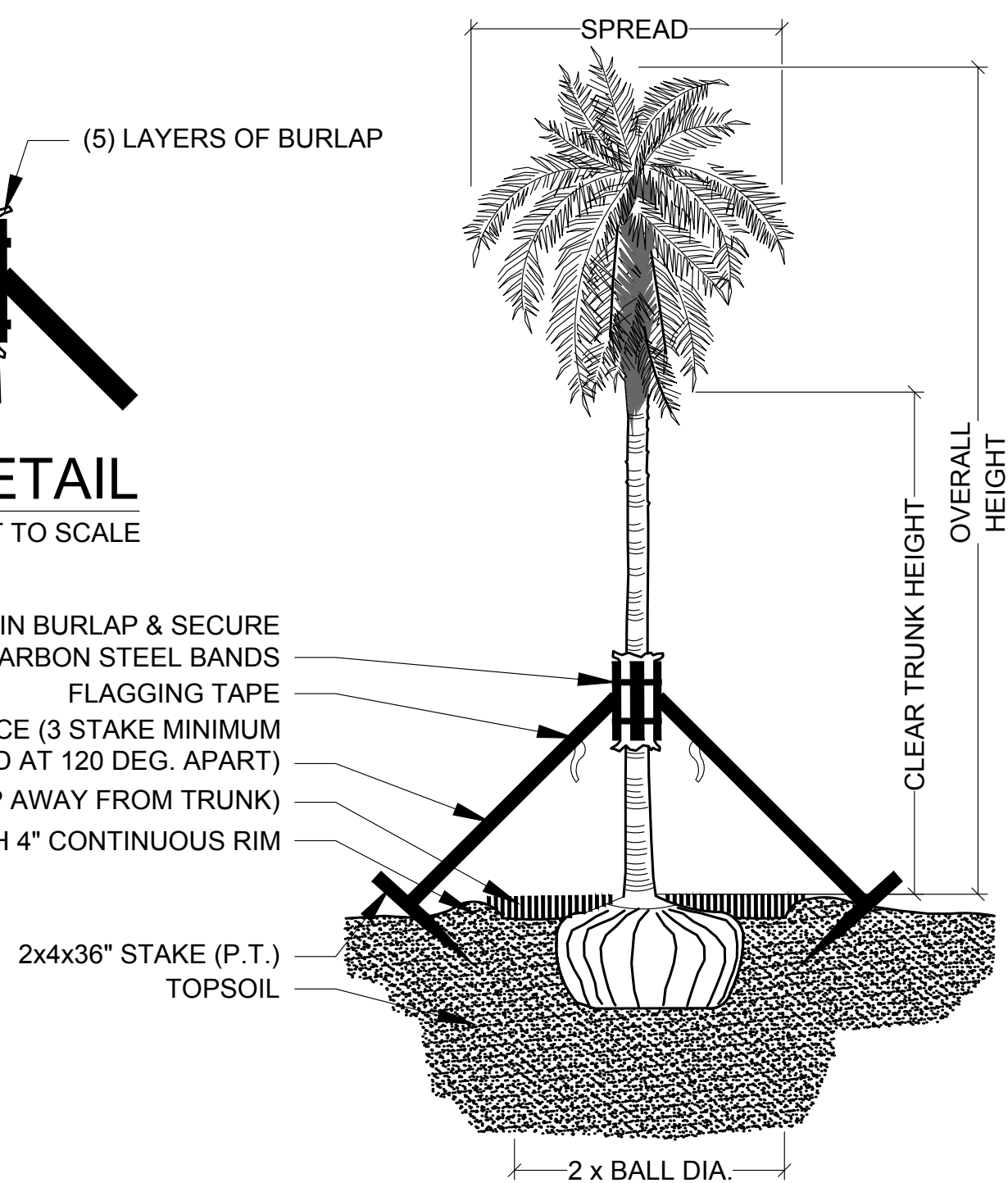
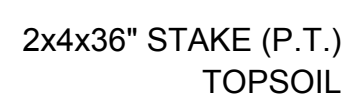
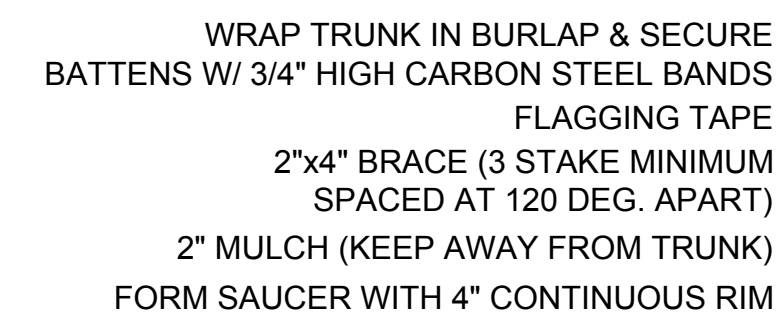
Designer JJ Sheet
 Manager DF
 Project Number 18-1065 **LA-3 of 4**
 Municipal Number ---
 Computer File 18-1065 Meritage Homes Central Pkwy - Landscape P



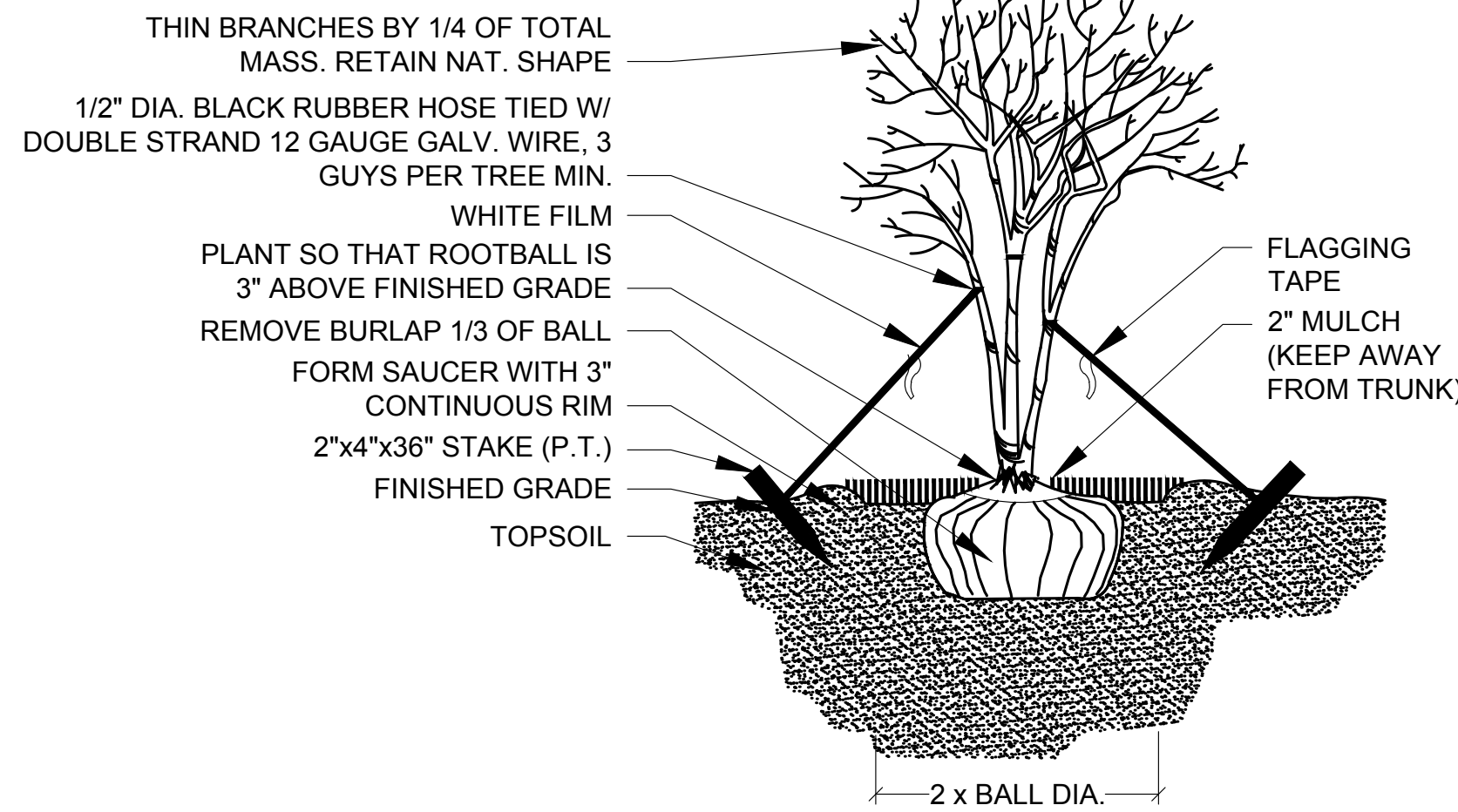
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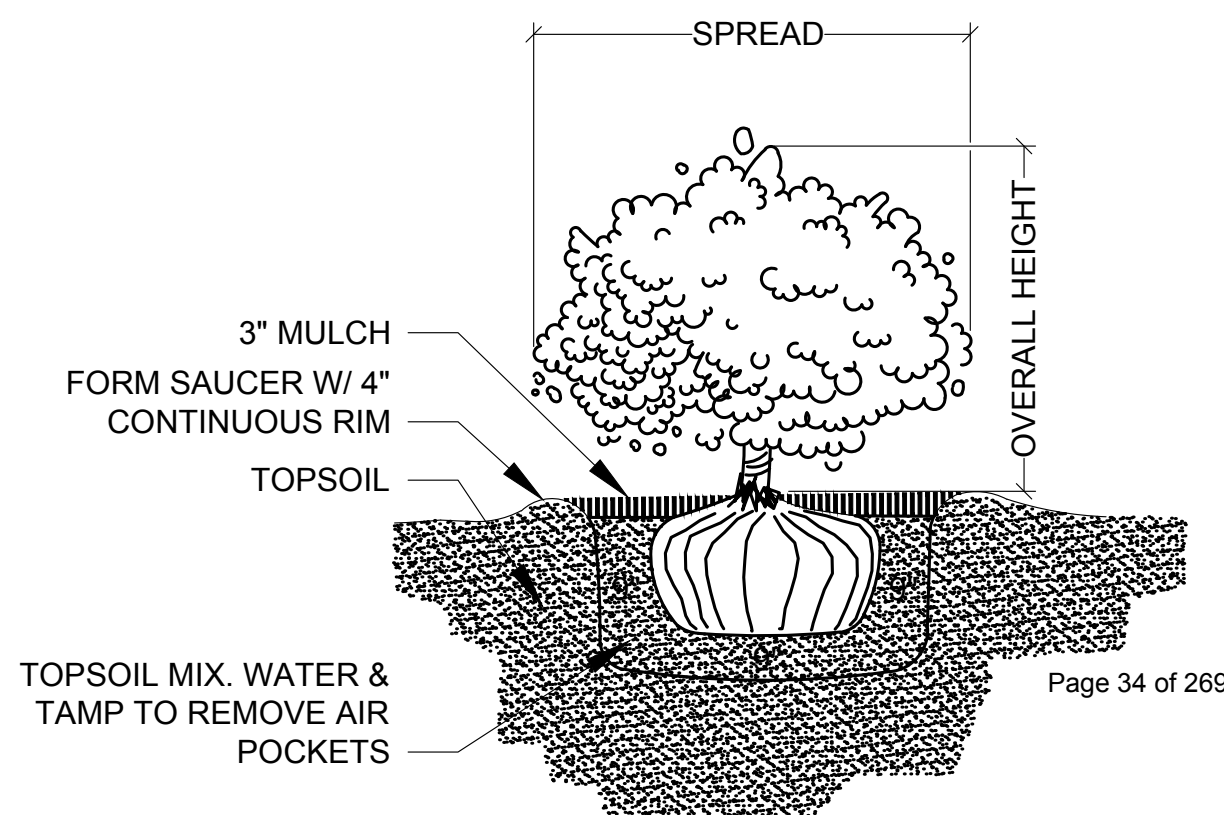
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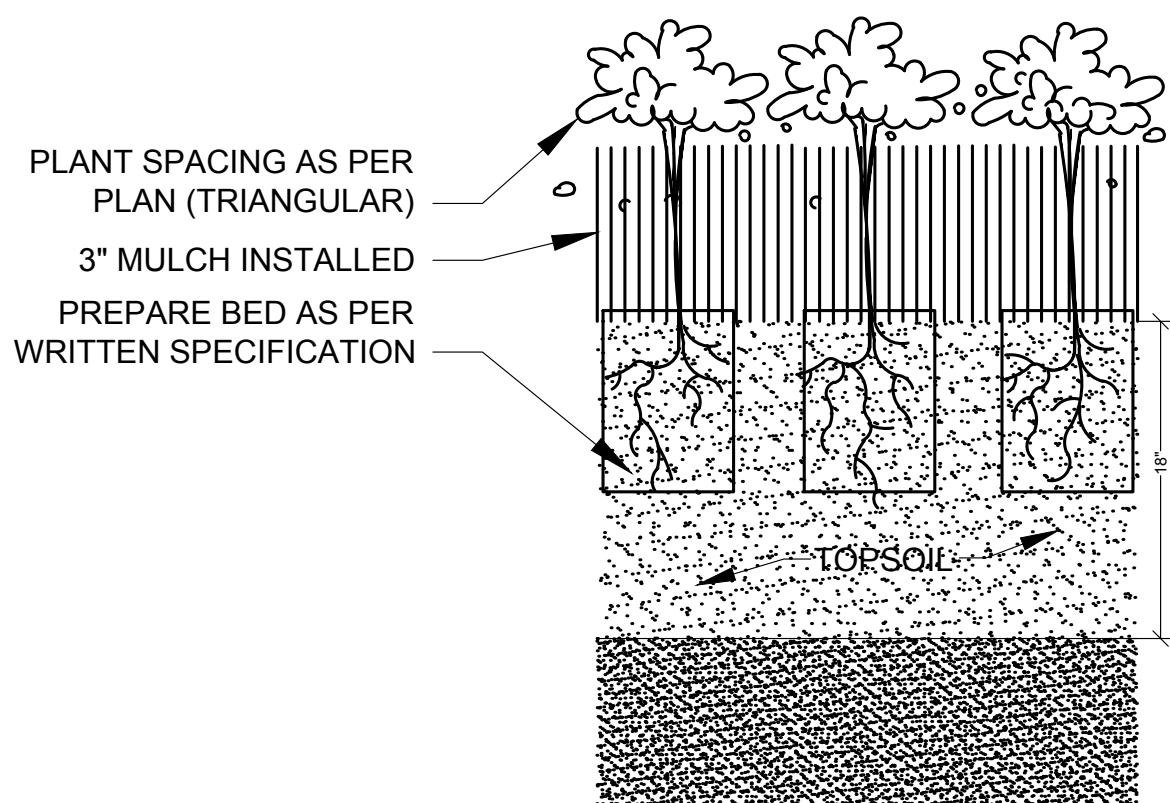
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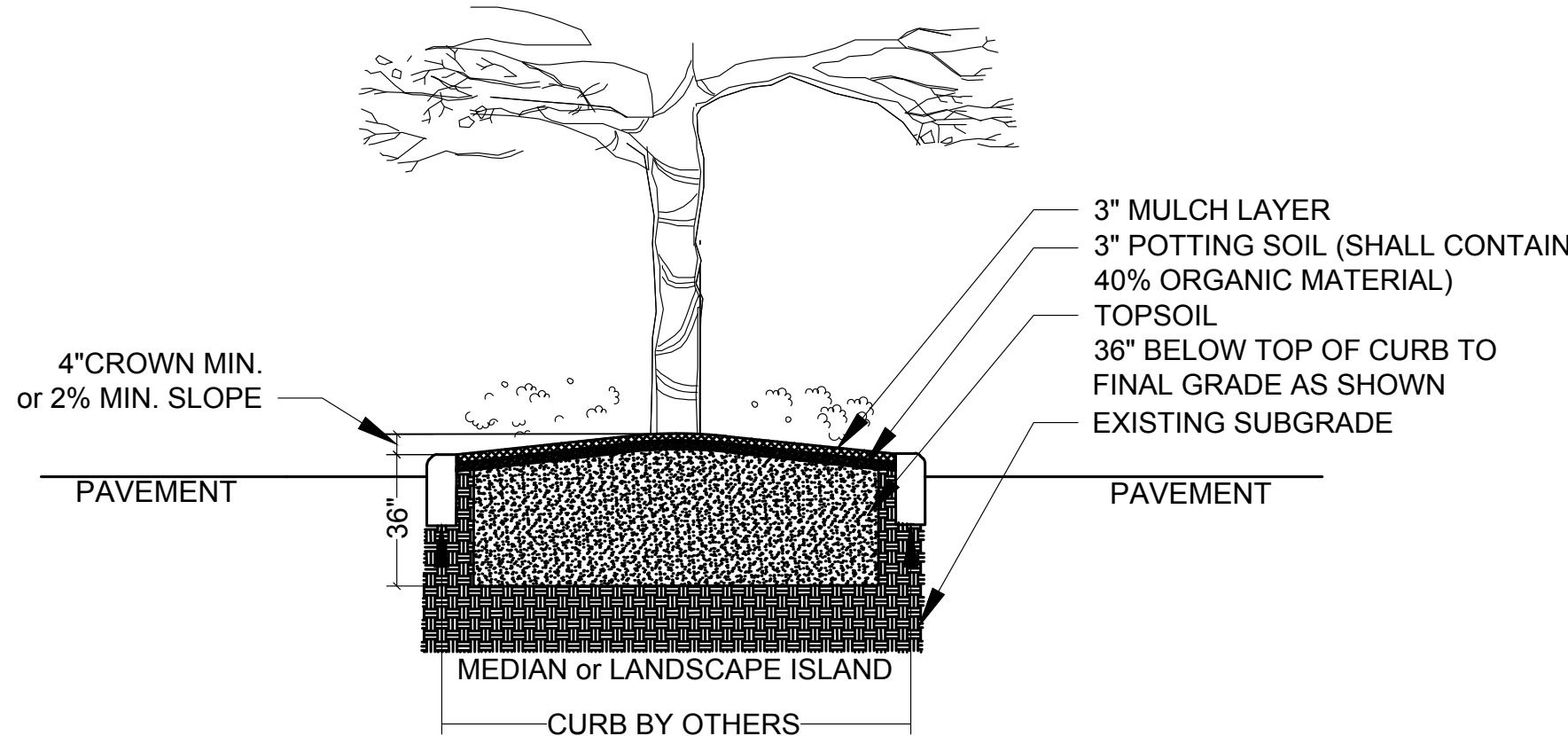
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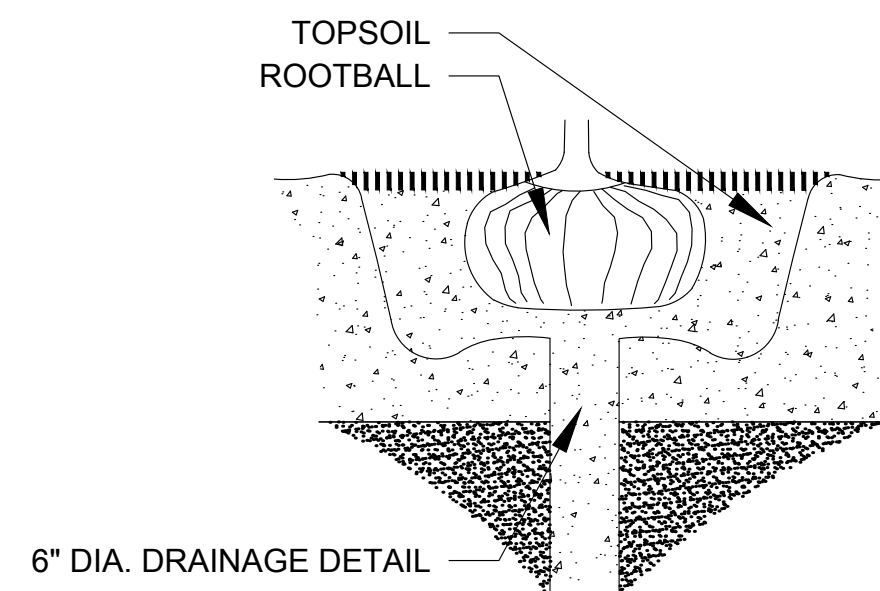
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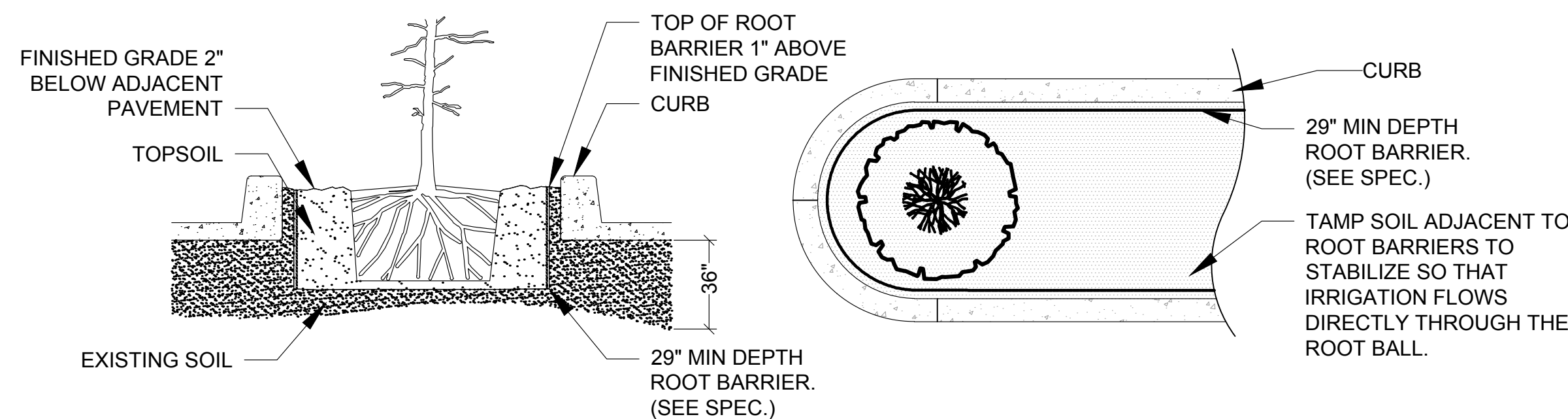
THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

NOT TO SCALE

- TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5 - 7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL SHALL PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY A QUALIFIED LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING

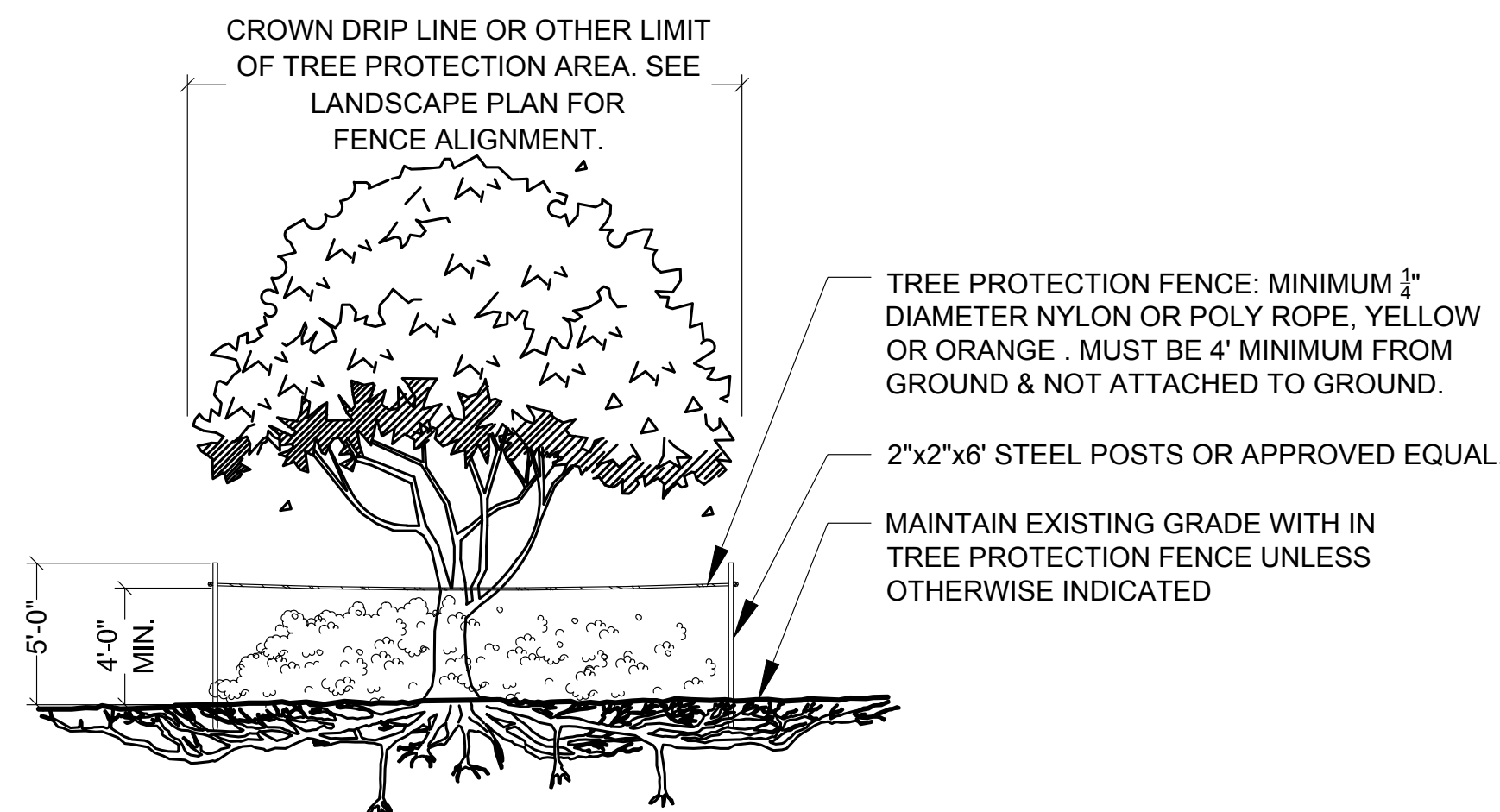


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NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

- A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
- B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.
- C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)
- D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.
- E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

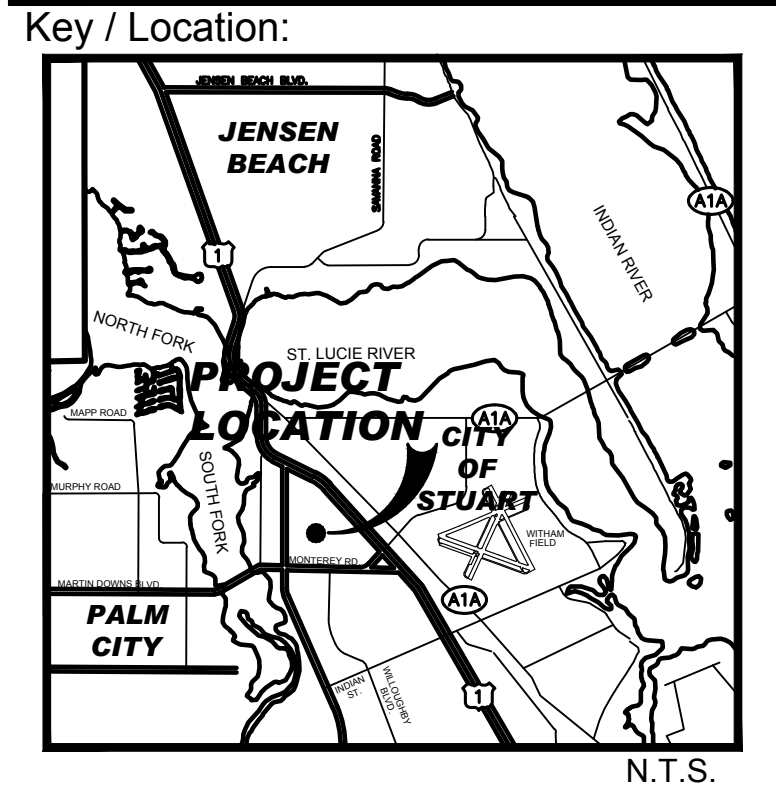
1.01 A.	SCOPE: The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.
1.02 A.	AGENCY STANDARDS: Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.
1.03 A.	SITE EXAMINATION: The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.
1.04 A.	ERRORS AND OMISSIONS: The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.
B.	The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.
C.	If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.
1.05 A.	EXECUTION OF THE WORK: The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.
B.	The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.
C.	The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.
1.06 A.	PROTECTION OF PUBLIC AND PROPERTY: The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.
1.07 A.	CHANGES AND EXTRAS: The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.
1.08 A.	GUARANTEE: The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.
B.	At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.
1.09 A.	CARE AND MAINTENANCE: The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.
B.	The Owner agrees to execute the instructions for such care and maintenance.
1.10 A.	SAFETY: It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.
B.	It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).
1.11 A.	CONTRACTOR QUALIFICATION: The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data: 1. A financial statement showing assets and liabilities of the company current to date. 2. A listing of not less than (3) completed projects of similar scope and nature. 3. Permanent name and address of place of business. 4. The number of regular employees of the organization and length of time the organization has been in business under the present name.
1.12 A.	INSURANCE AND BONDING: The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be \$300,000.00 per person and \$300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.
B.	The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
1.13 A.	PERMITS AND CERTIFICATES: All contractors shall secure and pay for all permits and certificates required for his/her class of work.
PART 2: MARTERIALS	
2.01 A.	PLANT MATERIALS: A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.
B.	Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.
C.	All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.
D.	All plant materials shall be nursery grown, unless otherwise noted. Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.
E.	Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.
F.	The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 A.	INSPECTION The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.
2.03 A.	PROTECTION OF PLANT MATERIALS: Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.
B.	Plants with broken, damaged or insufficient rootballs will be rejected.
C.	All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.
D.	Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.
2.04 A.	STORAGE All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.
B.	No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.
C.	The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.
D.	All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.
2.05 A.	PROTECTION DURING PLANTING: Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails
2.06 A.	TOP SOIL: Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)
B.	Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in <u>all</u> landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to <u>all</u> definitions of "Topsoil" (seeLandscape Area Preparation Detail); In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. <i>East Coast Recycling Inc.</i> is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil. Existing soils must meet <u>all</u> definitions of 'Topsoil' as described above in <u>all</u> planting areas throughout the site. If existing soils do not meet <u>all</u> definitions of Topsoil, please refer to the 'Landscape Area Preparation' detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.
2.07 A.	FERTILIZER: Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.
B.	Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.
C.	Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates: 1 gallon container 1 tablet 3 gallon container 2 tablets 5 gallon container 3 tablets 7 gallon container 5 tablets
	Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.
2.08 A.	MULCH: Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.
B.	All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.
PART 3	
3.01 A.	EXECUTION DIGGING: The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.
3.02 A.	GRADING: Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.
B.	It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.
3.03 A.	PLANTING: Planting shall take place during favorable weather conditions.
B.	The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.
C.	Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.
D.	Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".
E.	A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.
F.	Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail; 1 Gallon material (1 gal.): 12" x 12" x 12" min. 3 Gallon material (3 gal.): 20" x 20" x 18" min. Lerio material (7 gal.): 30" x 30" x 24" min. Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.
G.	No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.
H.	Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I.	All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.
J.	All flagging ribbon shall be removed from trees and shrubs before planting.
K.	Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.
L.	All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.
3.04 A.	PRUNING: Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.
B.	Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.
C.	Trees shall not be poled or topped.
D.	Remove all trimming from site.
3.05 A.	GUYING: All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.
B.	Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.
C.	Stake & Brace all trees larger than 12" oa. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.
D.	Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.
3.06 A.	WATER: Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.
B.	Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.
3.07 A.	SOD: The Landscape Contractor shall sod all areas indicated on the drawings.
B.	It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.
C.	The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.
D.	Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.
E.	6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.
F.	Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.
G.	The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.
H.	If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.
3.08 A.	SEEDING: The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.
B.	Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.
C.	Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.
D.	Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.
3.09 A.	CLEANING UP: The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.
3.10 A.	MAINTENANCE: Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.
B.	Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.
C.	Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.
D.	In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.
E.	Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.
3.11 A.	COMPLETION, INSPECTION AND ACCEPTANCE: Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.
B.	Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.
C.	All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.
D.	After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.
E.	All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.



701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220



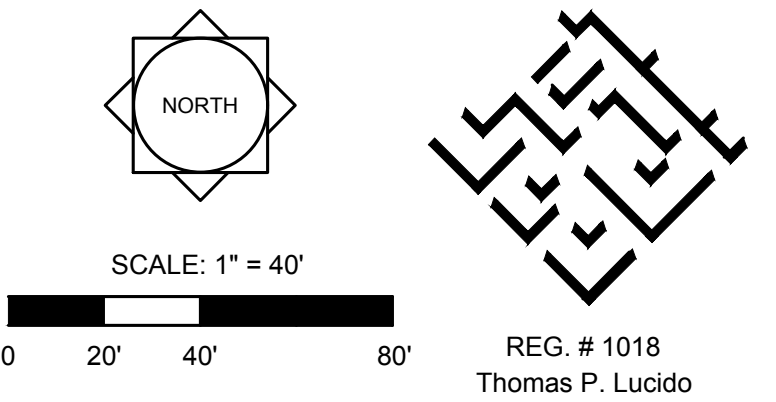
Project Team:	
Client & Property Owner:	Meritage Homes 5337 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Seaside RPUD
(fka Kingsport Estates RPUD)

City of Stuart, Martin County, Florida

Landscape Specifications

Date	By	Description
02.13.2019	J.J.	Initial Submittal
05.30.2019	J.J.	Response to Comments



REG. # 1018
Thomas P. Lucido

Designer	JJ	Sheet
Manager	DF	
Project Number	18-1065	
Municipal Number	---	
Computer File	18-1065 Meritage Homes Central Pkwy - Landscape PI	

SOUTH FLORIDA REGIONAL TOWNHOMES



COASTAL ELEVATION

BUILDING EGFH

SOUTH FLORIDA REGIONAL TOWNHOMES



COASTAL ELEVATION

BUILDING EGFH

SOUTH FLORIDA REGIONAL TOWNHOMES



COASTAL ELEVATION

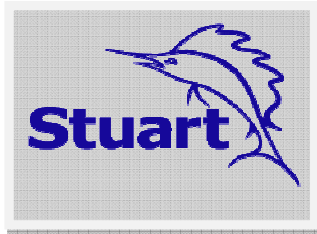
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SOUTH FLORIDA REGIONAL TOWNHOMES

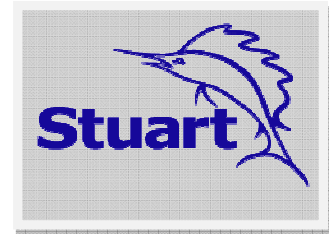


COASTAL ELEVATION

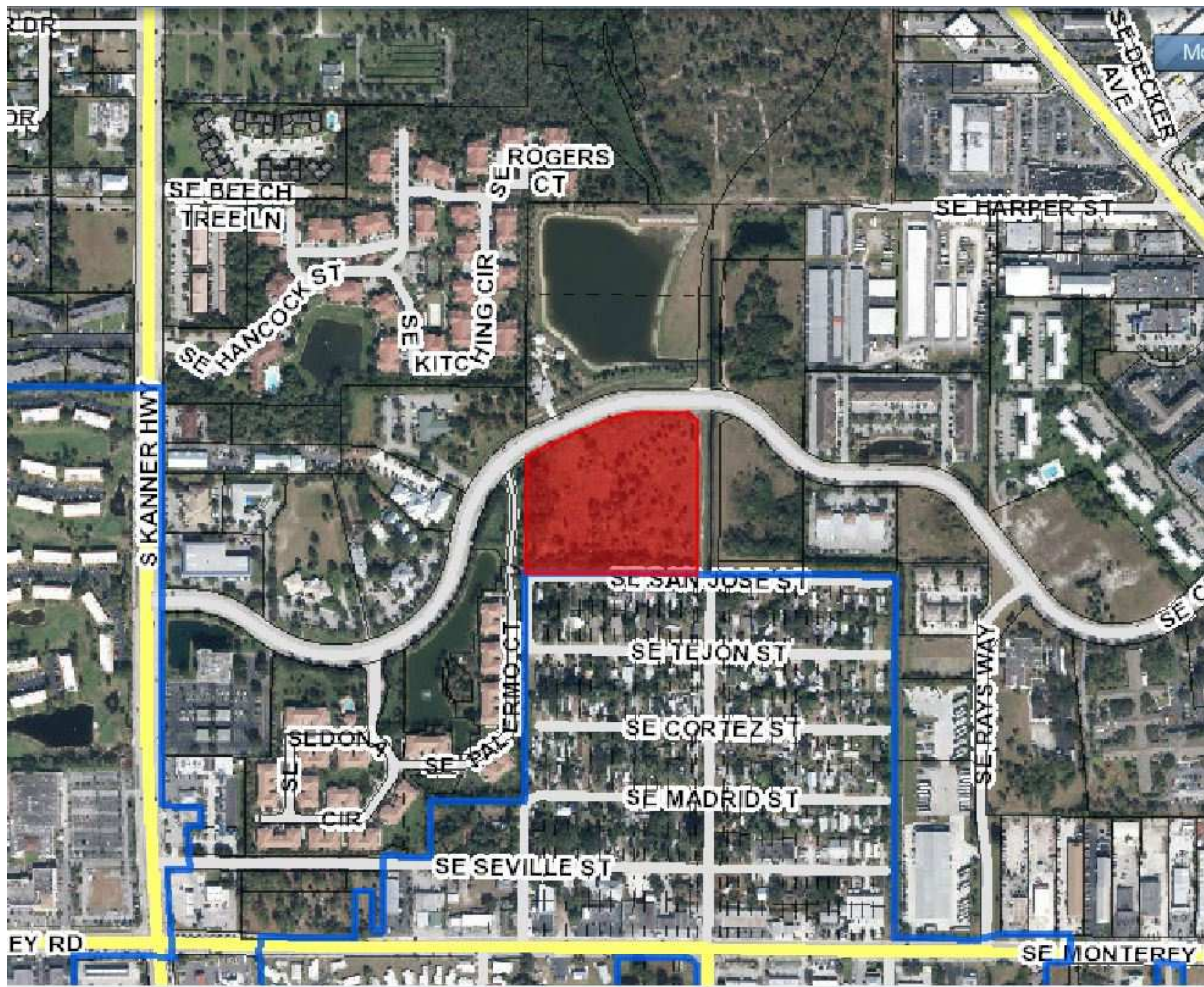
BUILDING MONP



CITY OF STUART
Local Planning Agency
 June 20th, 2019



Project Name: Seaside Preserve - FLU & Zoning Change	Property Owner: Stuart Development LLC
Project No.: Z19020003	Applicant/Petitioner: Justin Cook Meritage Homes
Ordinance No: 2410-2019	Agent/Representative: Doug Fitzwater – Lucido & Associates
	Case Planner: Tom Reetz
Location: South side of Central Parkway east of Vilabella Central Park Condominiums and west of the future extension of Willoughby Parkway.	



PROJECT SUMMARY		
<i>Property Size (area)</i>		7.46 Acres
<i>Present Use</i>		Undeveloped
<i>Subject Property Land Use</i>		Multi-Family
<i>Adjacent FLU</i>	<i>North</i>	City of Stuart Conservation
	<i>South</i>	Martin County Mobile Home
	<i>East</i>	City of Stuart Multifamily/ Office
	<i>West</i>	City of Stuart Multifamily
<i>Subject Property Zoning</i>		RPUD (Residential Planned Unit Development)
<i>Adjacent Zoning</i>	<i>North</i>	RPUD (Residential Planned Unit Development)
	<i>South</i>	Martin County (Mobile Home)
	<i>East</i>	RPUD (Residential Planned Unit Development) divided by land dedicated for the expansion of Green River Pkwy.
	<i>West</i>	RPUD (Residential Planned Unit Development)
<i>Status Quo Land Use Designation & Zoning District</i>		Multi-Family Residential
<i>Proposed Use</i>		Attached homes (up to 8) – See Ordinance 2410-2019
<i>City Approvals</i>		Building Department – No comments at this time. Fire Department – See attached comments Public Works – See attached comments
<i>Brief Explanation</i>		The intent of this application is to request an amendment to the existing Kingsport Residential Planned Unit Development, The subject property is 7.46 acres. The property is currently undeveloped. The intent of this project is to allow 75 attached homes to be developed on the site while upgrading the drainage and enhancing the upland areas as buffers and creating a centrally located lake with Littoral plantings.
<i>Staff Recommendation:</i> Staff recommends approval for the major amendment to the Kingsport RPUD to allow for 75 attached residential units on 7.46 acres.		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The applications amendment to the RPUD have been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Regulations.

B. Site Posting Date: 6-05-2019

C. Mail Notice Postmark: 6-05-2019 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. MAJOR AMENDMENT TO THE RPUD ORDINANCE NO. 2310-2019

III. APPLICATION: Dated February 13, 2019

IV. HISTORY OF THE SITE

The +/-7.46-acre site is located on the south side of Central Parkway, west of Poppleton Creek, north of SE San Jose Street, east of SE Palermo, lying in Section 9, Township 38 South, Range 41 East. The development is proposed for 13 multi-family buildings consisting of 75 individual residences considered Multifamily Housing. Access to the proposed development is a single entrance via Central Parkway. The site is accessed via Central Parkway. Central Parkway is a City of Stuart-maintained roadway with a 80 foot-wide right of way. It is a four-lane, median separated section with no bike lane or paved shoulder, but does provide 5' sidewalks on both sides of the roadway.

V. STAFF ANALYSIS

A. Site and Area Characteristics (Attachment C)

The subject property consists of one parcel totaling 7.46 acres in size, located on the south side of Central Parkway approximately midway between it's intersections with S. Kanner Hwy. to the west and U.S.1 to the east.

B. Project Description

The site is located midtown in the city limits. The parcel to the west has been developed with a multi-family neighborhoods in a similar fashion to the current proposal.

A Master Site Plan has been laid out with 75 attached units strategically placed around a centrally located lake with native plantings. The site includes a gated entry with generous landscaping a decorative fence at the projects entrance. A pool and cabana is nestled at the

project's entrance and surrounded by native landscaping. The developer has submitted attractive two story townhome models for this community. Site elements such as a streetscape scheme including foxtail palms which allows the private road to be lined with decorative trees and sidewalk on both sides. Other amenities include a lake with littoral and buffer plantings and upland preserve creating a natural buffer between existing communities and roadways.

C. Future Land Use Amendment and Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the proposed list of uses that are consistent with the proposed Low Density Future Land Designation:

This land-use category is allows for one or two dwelling units per building. Includes single family detached, duplex/townhomes, patio homes, garden homes, and adult living facilities, foster homes and zero-lot-line residences. Also public facilities, churches day care centers, schools and electric distribution substations are allowed.

Section 11.01.05G.1 (large-Scale Comprehensive Plan Amendments) of the Land Development Code requires the Local Planning Agency to consider the following criteria prior to making an advisory recommendation to the City Commission:

1. The existing land use pattern;

The existing land use pattern on SE Central Parkway consists of privately owned property that has been improved as residential neighborhoods that includes Villabella Condominiums to the west and the Willoughby Extension to the West.

2. The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications;

The demand for residential uses for the this area has been verified by the applicant. See uses in 1. Above.

3. The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities and streets;

The intended use of the subject property or other uses permitted in the multi-family land use classification and the RPUD zoning district would not encourage the type and intensity of development that would result in overtaxing of schools, utilities, or streets.

4. The possible overloading of the City's sewage collection, treatment and disposal facilities;

The type and intensity of development that is feasible is not anticipated to overload the City's system when the site was hooked up to Martin County Utilities.

5. *The possible overloading of the City's drainage system;*

All development to the site would be required to comply with applicable stormwater management requirements of the City of Stuart with input from the South Florida Water Management District and the Army Core of Engineers.

6. *The existing classification boundaries in relation to existing conditions on the subject property;*

There are no issues in this regard.

7. *The existence of changed or changing conditions which make the passage of the proposed amendment necessary or appropriate;*

The county/city has shown a trend toward development of residential uses and the need for single family housing.

8. *The impact of the proposed amendment upon living conditions in the adjacent neighborhood;*

The type and intensity of development that would be feasible on the subject property would not create an adverse impact to nearby neighborhoods. The site is buffered from abutting neighborhoods to the west with preserve and to the north by a major roadway and to the east with ROW dedicated to the expansion of Willoughby Blvd.

9. *The impact of the amendment upon the flow of light and air to adjacent areas;*

The type and intensity of development that would be feasible on the subject property would not create an adverse impact upon the flow of light and air to adjacent areas.

10. *The impact of the proposed amendment upon property values in the adjacent area;*

The change in land use designation from commercial to residential would likely result in an increase in property values in the adjacent area by allowing for properties to be developed with similar use and newer product.

The impact of the proposed amendment upon improvement or development of adjacent property in accordance with existing regulations;

There is no change in land use designation from multifamily land use designation.

11. *The existence of other adequate sites in the City for the proposed land use classifications already permitting such use.*

The goal of the proposed amendment is to allow for uses that are in demand. The subject location is ideal for attached housing.

D. Technical Review by Other Agencies

The City Building, Public Works, Fire, and Police Departments have reviewed the applications and have offered their comments. Each department will provide specific comments at final site approval for permitting.

The applicant will be responsible to meet all federal, state and local permitting and environmental standards. Further, the applicant will also be required to demonstrate full compliance at all times.

VI. LOCAL PLANNING AGENCY BOARD RECOMMENDATION

The Local Planning Agency shall include in its recommendation to the City Commission any information which it deems is relevant to issues relating to the proposed amendment to the RPUD.

VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the proposed major amendment to the RPUD is consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the requests.

DATE: 06/12/2019
TIME: 12:06:22

CITY OF STUART
PLAN REVIEW STOP REPORT

PAGE NUMBER: 1
MODULE : zdplnrevrpt

SELECTION CRITERIA: appl_no='Z19020003'

PROJECT NO.: Z19020003 APPLICANT NAME: COOK, JUSTIN
OWNER NAME: EDENS CONSTRUCTION COMP APPLICATION DATE: 02/14/19
PROJECT TYPE: MAJOR RPUD - MAJOR RESIDENTIAL PLANNED UNIT DEVELOPME
PARCEL: 0538410320000002000000 S COLORADO AVE VACANT

REVIEW STOP: F - FIRE PROTECTION SYSTEMS
REV NO: 2 STATUS: F DATE: CONT ID:
REVIEW SENT BY: DATE: TIME: TIME SPENT: 0.00
REV RECEIVD BY: DATE: TIME: SENT TO:

06/07/2019 NFPA 1, 18.2.3.4.1.1 Fire department access roads shall have an unobstructed width of not less than 20ft. Use Stuart Fire Rescue truck specifications on Autoturn as stated in previous comment.

REVIEW STOP: F - FIRE PROTECTION SYSTEMS
REV NO: 1 STATUS: F DATE: 03/07/19 CONT ID:
REVIEW SENT BY: mcawley DATE: 03/07/19 TIME: 08:57 TIME SPENT: 0.00
REV RECEIVD BY: mcawley DATE: 02/27/19 TIME: 16:13 SENT TO:

03/07/2019 Submit Autoturn using Stuart Fire Rescue truck specifications. Contact mcawley@ci.stuart.fl.us for specs. All work must conform to the most current edition of the Florida Fire Prevention Code.

REVIEW STOP: POLICE - Police Department Review
REV NO: 1 STATUS: DATE: CONT ID:
REVIEW SENT BY: DATE: TIME: TIME SPENT: 0.00
REV RECEIVD BY: treetz DATE: 02/27/19 TIME: 16:13 SENT TO:

REVIEW NOTES: *** NONE ***

REVIEW STOP: PW - PUBLIC WORKS
REV NO: 2 STATUS: C DATE: 06/11/19 CONT ID:
REVIEW SENT BY: mrogolin DATE: 06/11/19 TIME: 3:00 TIME SPENT: 0.00
REV RECEIVD BY: mrogolin DATE: TIME: SENT TO:

06/11/2019 Date: 6-11-2019

To: Tom Reetz

Subject: Seaside/ SE Central Pkwy. Major RPUD Permit #Z19020003

In reviewing the above referenced project, this Department does approve the proposed RPUD contingent upon the use of dumpsters or compactors. Please address the following comments:

M-^U SANITATION-

After further review of the proposed site, the Public Works Dept. Director mandates the use of three double

DATE: 06/12/2019
TIME: 12:06:22

CITY OF STUART
PLAN REVIEW STOP REPORT

PAGE NUMBER: 2
MODULE : zdplnrevrpt

SELECTION CRITERIA: appl_no='Z19020003'

dumpster enclosures (located at each dead-end) or a centralized compactor due to the fact individual M-^Ssanitation only M-^T accounts cannot be established with the tenants. Master water metered accounts and sanitation accounts are billed directly to the property owner and for projects of this nature are typically dumpsters/compactors billed to the property owner.

M-^U Further review will be required.

Please forward comments to applicant. If there are any questions, please contact me at your earliest convenience at (772) 221-4700.

REVIEW STOP:	PW - PUBLIC WORKS		
REV NO: 1	STATUS: F	DATE: 03/11/19	CONT ID:
REVIEW SENT BY: mrogolin	DATE: 03/11/19	TIME:	TIME SPENT: 0.00
REV RECEIVD BY: mrogolin	DATE: 02/27/19	TIME: 16:13	SENT TO:

03/11/2019 Memorandum
To: Tom Reetz
From: Marc Rogolino
Date: 3-11-2019
Re: Seaside/ SE Central Pkwy. Major RPUD Permit
#Z19020003

In reviewing the above mentioned, this Department does not approve the proposed RPUD.

Please address the following comments:

M-^U Items requiring clarification/ corrections;
WATER-

M-^U Site must be designed with a City of Stuart approved master meter assembly. The Master meter assembly must be located within the SE Central Pkwy. R.O.W.

M-^U All proposed infrastructure and fire hydrants within the site will remain privately owned and maintained.

SANITARY SEWER-

M-^U The proposed connection to the City of Stuart sanitary collection system must take place at the City of Stuart owned lift station wet-well.

M-^U Please confirm and provide documentation demonstrating the existing City of Stuart owned lift station equipment (pumps, impellers, etc.) are of adequate size to accommodate the additional flows.

SANITATION-

M-^U Sanitation service will be provided via carts, two carts per unit. Carts must be housed/screened from public eye.

M-^U City of Stuart Utility (water/ sewer) Availability Fees- Please provide quantity and square footage of proposed one, two & three bedroom units.

M-^U Please provide square footage of the proposed Cabana.

M-^U Further review will be required for approval.

DATE: 06/12/2019
TIME: 12:06:22

CITY OF STUART
PLAN REVIEW STOP REPORT

PAGE NUMBER: 3
MODULE : zdplnrevrpt

SELECTION CRITERIA: appl_no='Z19020003'

All construction pertinent to this Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and afore mentioned manuals, the most restrictive shall apply.

All plans to be reviewed by this Department shall be routed through the Permit Technician in the Development Department. Approval by this department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.

Please forward comments to applicant.

If there are any questions, I may be contacted at (772) 221-4700.

REVIEW STOP:	Z - ZONING				
REV NO: 1	STATUS: F	DATE:		CONT ID:	
REVIEW SENT BY:	DATE:	TIME:		TIME SPENT:	0.00
REV RECEIVD BY: treetz	DATE: 02/27/19	TIME: 16:13		SENT TO:	

03/18/2019 Architectural Design Standards:

1. Incorporate vertical elements with varying heights including roof variation into the Architectural Elevations to emphasize individual units.

2. In addition to varying the heights of vertical elements, use paint colors and texture change, to distinguish one unit from another.

3. Vary blocks of units (5-8) from another block of units by applying architectural features, ie; window shutters, light fixtures, etc.

4. Add bike racks per new code.

5. Mirror two northern buildings to face Central Pkwy.



To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Kevin Roberson, P.E.
Kimley-Horn and Associates, Inc.

Date: May 22, 2019

Re: **Seaside RPUD Multi-family– Stuart, Florida**
RPUD Amendment Application Review – Engineering and Landscape

Dear Mr. Reetz,

Kimley-Horn has reviewed the submittal of the RPUD Amendment Application and associated documents, dated April 30, 2019, provided to Kimley Horn on May 3, 2019, prepared by Lucido and Associates for the proposed Seaside RPUD development in Stuart, Florida. Please find below our review comments pertaining to the following items listed within the application:

Master Site Plan

1. Paths are not shown connecting the front doors of the units to the driveways. Please show on the site plan and update the impervious area calculation.

Landscape Comments

1. Tree specifications do not match between the Tree Mitigation Plan and Landscape Plan. Per section 5.05.02.A.1.g all required trees shall be a minimum of 4.5" DBH or 14' CT to count towards mitigation. Update tree/palm specifications.



Memorandum

To: Tom Reetz, Senior Planner, City of Stuart
 From: Shelby Oenbrink, Environmental Scientist
 Date: May 13, 2019
 Subject: Seaside – Application for Major Residential Planned Unit Development (RPUD)
 Amendment – 2nd Review of Response to Comments

Kimley-Horn has reviewed the response letter and resubmittal documents associated with Seaside RPUD, prepared by Lucido and Associates dated April 30, 2019 and supplemental information provided by Universal Engineering Services. Please find below our review comments pertaining to the following items listed within the application:

Section 5.02.00 – Environmental Assessment Report - The assessment appears to have changed the FLUCFCS characterization of the site to reflect 100% cover of disturbed lands (FLUCFCS 740) across the site. A FLUCFCS map has still not been provided, but if the entire site is only one FLUCFCS code then the City may consider this ok.

The response regarding providing correspondence from the Florida Fish and Wildlife Conservation Commission (FWC) or the US Fish and Wildlife Service (USFWS) remains incomplete. Though we do agree that the project is not federally funded and as stated before we understand the agencies may not respond to the request, the City code, Chapter V. Section 5.02.00 *Environmental Assessment Report for Sites with Wetlands of Greater Than One Acre*, D. 2., states that “copies of correspondence with FWC and USFWS shall be provided”. In other reviews, we have seen the letters sent to agencies included in the documentation even if a response is not received. However, we also agree that the USFWS IaPc provided could be considered correspondence with USFWS. There is detailed discussion of the potential species occurrence on the site and a complete review of databases provided in the assessment; thus, the City may choose to consider this sufficient to meet the requirement.

We would suggest the following condition be included if the RPUD is approved by the City:

The Applicant should provide a copy of the pre-construction gopher tortoise survey and copy of the FWC Gopher Tortoise Relocation permit, if applicable at the time of construction, as well as any correspondence received from FWC during the Environmental Resource Permit application process.

Section 5.04.00 – Environmentally Sensitive Lands - The assessment has clarified that there is no naturally-defined vegetative communities and that the project site has been cleared in the past. With this information, the required 25-foot native buffer along the perimeter of the site is sufficient and there are no further comments regarding Section 5.04.00.



Thank you for the opportunity to assist the City of Stuart in reviewing the noted project. Please contact us if you have any questions or need additional information.

Sincerely,

Kimley-Horn and Associates, Inc.

A handwritten signature in blue ink, appearing to read "Kevin M. Roberson".

Kevin M. Roberson, P.E.
Vice President



To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Kevin Roberson, P.E.
Kimley-Horn and Associates, Inc.

Date: May 22, 2019

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1. Tree specifications do not match between the Tree Mitigation Plan and Landscape Plan. Per section 5.05.02.A.1.g all required trees shall be a minimum of 4.5" DBH or 14' CT to count towards mitigation. Update tree/palm specifications.



June 3, 2019

Hand Delivery

Tom Reetz, Senior Planner
City of Stuart Development Department
121 SW Flagler Avenue
Stuart, FL 34994

RE: Seaside RPUD
Our reference number: 18-1065

Dear Tom:

Please accept this correspondence as our formal resubmittal in response to the staff comments received on May 23, 2019. Please find enclosed the original resubmittal packet containing the revised documents and plans referenced below, a CD with PDF copies of the resubmitted materials, and an additional copy of the 24 x 36 plans. The responses to the environmental comments will be submitted under separate cover.

The enclosed revised materials are listed as follows:

1. Response letter for site planning, landscape architecture and engineering;
2. Updated site plan;
3. Updated landscape plan;

Itemized responses:

Engineering Review- Kimley Horn

Master Site Plan

Paths are not shown connecting the front doors of the units to the driveways. Please show on the site plan and update the impervious area calculation.

Response:

The site plan has been updated to show the path connecting to the front door.

The parking requirement is met by a combination of garage and parking spaces. All driveways have sufficient length for a car to park without impeding the proposed sidewalk.

Tom Reetz
April 30, 2019
Page 2 of 2

Landscape Comment

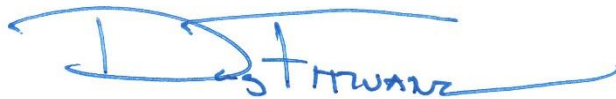
Tree specifications do not match between the Tree Mitigation Plan and Landscape Plan. Per section 5.05.02.A.1.g all required trees shall be a minimum of 4.5" DBH or 14' CT to count towards mitigation. Update tree/palm specifications.

Response:

The tree specification has been updated to show all required trees used for mitigation credits at 4.5" DBH.

Please feel free to contact me if you have any questions or need any additional materials.

Sincerely,

A handwritten signature in blue ink, appearing to read "Doug Fitzwater". The signature is fluid and cursive, with a large initial "D" and "F".

Doug Fitzwater
Copy to team



Memorandum

To: Tom Reetz, Senior Planner, City of Stuart
 From: Shelby Oenbrink, Environmental Scientist
 Date: May 13, 2019
 Subject: Seaside – Application for Major Residential Planned Unit Development (RPUD)
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The Applicant should provide a copy of the pre-construction gopher tortoise survey and copy of the FWC Gopher Tortoise Relocation permit, if applicable at the time of construction, as well as any correspondence received from FWC during the Environmental Resource Permit application process.

Section 5.04.00 – Environmentally Sensitive Lands - The assessment has clarified that there is no naturally-defined vegetative communities and that the project site has been cleared in the past. With this information, the required 25-foot native buffer along the perimeter of the site is sufficient and there are no further comments regarding Section 5.04.00.



Thank you for the opportunity to assist the City of Stuart in reviewing the noted project. Please contact us if you have any questions or need additional information.

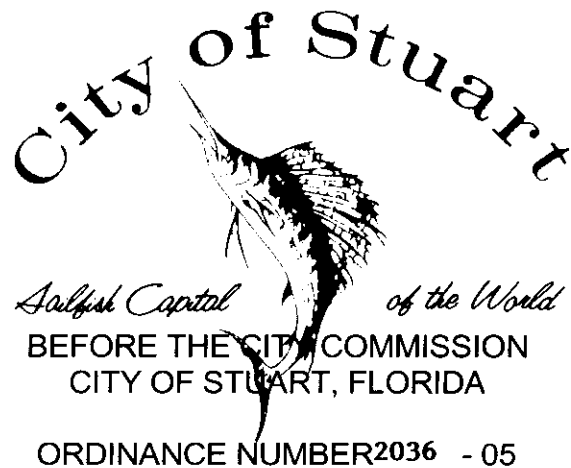
Sincerely,

Kimley-Horn and Associates, Inc.

A handwritten signature in blue ink, appearing to read "Kevin M. Roberson".

Kevin M. Roberson, P.E.
Vice President

INSTR # 1851431
 OR BK 02030 PG 2522
 RECORDED 06/29/2005 11:13:54 AM
 MARSHA EWING
 CLERK OF MARTIN COUNTY FLORIDA
 RECORDED BY C Burkey



AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO REZONE AN 8.14 ACRE PROPERTY ON THE SOUTH SIDE OF S.E. CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST TO ESTABLISH THE KINGSFORT RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) FOR "KINGSFORT ESTATES"; DECLARING THE RPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; REVISING THE ZONING MAP ACCORDINGLY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, an application for the rezoning of an 8.14 acre property on the south side of S.E. Central Parkway approximately midway between its intersections with S. Kanner Highway to the west and U.S. Highway One to the east, hereinafter the "Property," to establish the Kingsport Residential Planned Unit Development (RPUD) for "Kingsport Estates" was properly filed on February 4, 2004 on behalf of the owner of the Property, being Kingsport Development of Stuart, LLC, a Florida limited liability corporation, by Lucido & Associates, hereinafter the "Owner"; and

1 WHEREAS, the City Commission held a properly noticed quasi-judicial
2 hearing at its regular City Commission meeting on May 9, 2005 to consider the
3 application for rezoning the Property to RPUD; and

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

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

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

11
12 SECTION 1: The foregoing recitals are true and adopted as findings of fact and
13 conclusions of law.

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

17 SECTION 3: The Property is hereby rezoned to "Kingsport Residential Planned
18 Unit Development" (RPUD). A development agreement that is consistent with the terms
19 of this ordinance is hereby approved and shall be executed by the Owner and by the City
20 and recorded in the Martin County, Florida public records.

21 SECTION 4: The RPUD zoning classification is consistent with the
22 Comprehensive Plan of the City of Stuart, Florida.

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

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

1. The "Kingsport Estates Final Site Plan" prepared by Lucido & Associates, 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24, 2005.
2. The "Kingsport Estates Landscape Plan" prepared by Lucido & Associates, 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24, 2005.
3. The "Kingsport Estates Landscape Specifications" prepared by Lucido & Associates, 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24, 2005.
4. The elevations entitled "'7 Unit Building" including the "rear elevation" and the "front elevation," received by the City Development Department on April 8, 2005.
5. The unit floor plans entitled "Model A" including the "first floor" and the "second floor," received by the City Development Department on April 8, 2005.
6. The unit floor plans entitled "Model B" including the "first floor" and the "second floor," received by the City Development Department on April 8, 2005.
7. The unit floor plans entitled "Model C" including the "first floor" and the "second floor," received by the City Development Department on April 8, 2005.

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

8 SECTION 7: The rezoning of the Property is subject to the conditions of
9 development set forth in "Exhibit C" attached hereto and made a part hereof by reference.

10 SECTION 8: If the completion of construction or development pursuant to the
11 final development plan has not been accomplished as provided herein, or if the
12 developer has in any other manner failed as determined by the City Development
13 Director to comply with any term or condition of this PUD ordinance, no development
14 orders, building permits or certificates of occupancy will thereafter be issued by the City
15 in relation to any development activity within the PUD site. In such event the City
16 Development Director shall notify the developer of the alleged breach and of the time,
17 date and place of a hearing before the City Commission at which the developer may
18 appear and may contest the allegation of breach or explain the reason or reasons for
19 the breach.

20 In the event a breach is found to have occurred, the City Commission may
21 initiate the process to amend this PUD ordinance. In the event a breach is found to
22 have occurred, the City Commission may also direct that the City Development Director
23 initiate the process to rezone the PUD property or any portion of the PUD property.

1 Any breach of any provision or condition of this PUD ordinance by the developer
2 shall be considered a zoning violation subject to any remedies provided therefor in this
3 PUD ordinance, as well as any other remedies provided in this subsection. Any breach
4 of any provision or condition of this PUD ordinance by the developer shall also be
5 considered a zoning violation subject to the jurisdiction of the City Codes Enforcement
6 Board.

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

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

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

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

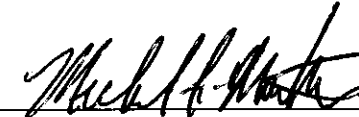
22 SECTION 12: This ordinance shall take effect immediately upon adoption at
23 second reading.

PASSED on first reading this ~~16~~th day of May, 2005.

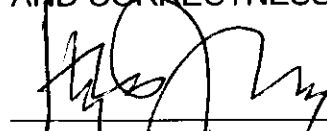
ADOPTED on second and final reading this 13th day of June, 2005.

ATTEST:


CHERYL WHITE
CITY CLERK


MICHAEL J. MORTELL
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


Steve Fry, Interim
CITY ATTORNEY

STUART, FLORIDA
JUN 13 2005
CITY CLERK'S OFFICE

RENDERED & FILED IN
THE OFFICE OF
THE STUART CITY CLERK
ON June 13 2005

EXHIBIT A**KINGSPORT ESTATES - LEGAL DESCRIPTION**

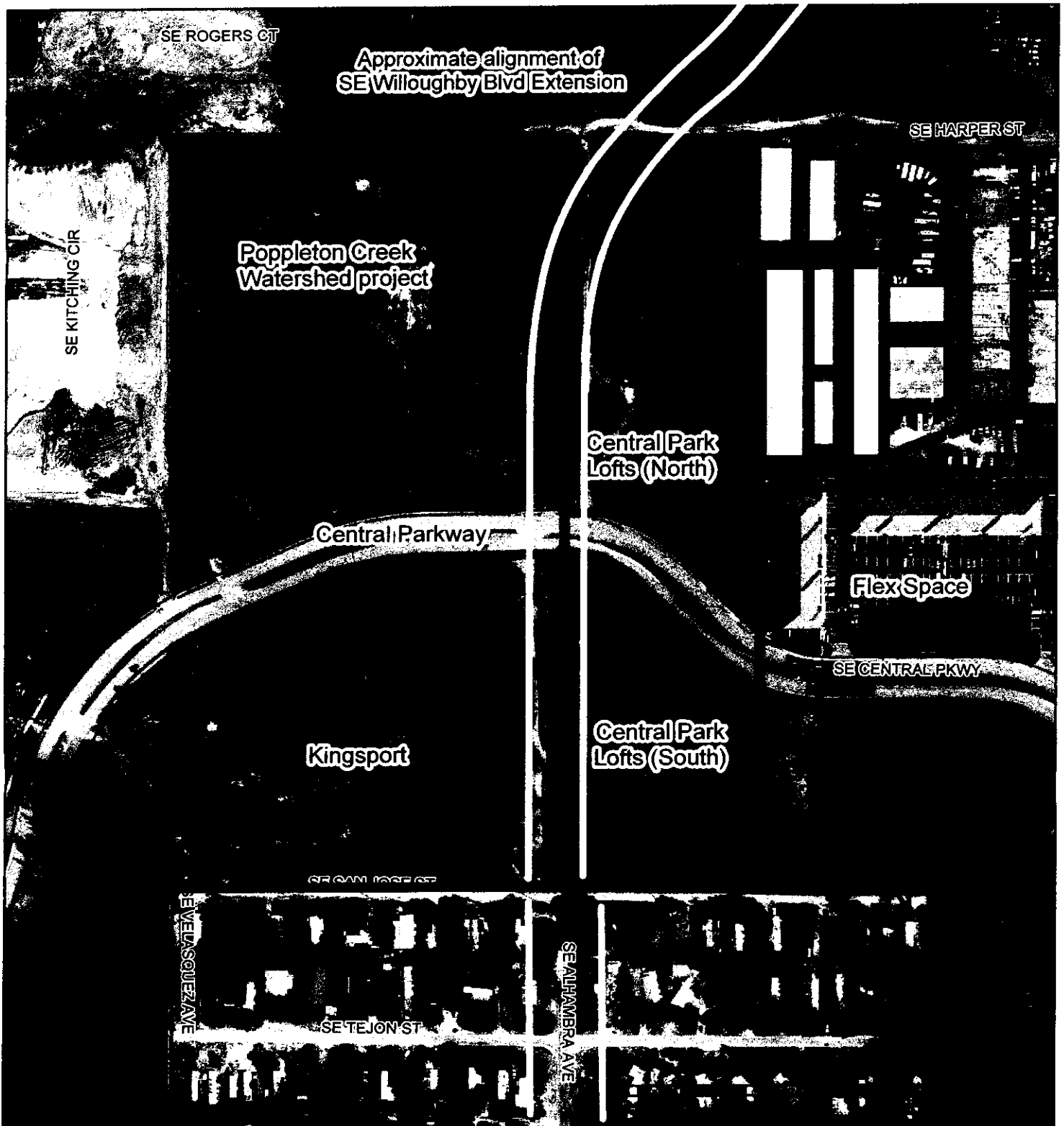
A parcel of land lying in Section 9, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter of the Southwest quarter of said Section 9; thence South 00°22'03" West along the East line of said Southwest quarter a distance of 746.37 feet to a point on the South right-of-way of Central Parkway and the POINT AND PLACE OF BEGINNING; thence continuing South 00°22'03" West a distance of 580.16 feet to a point on the North right-of-way of San Jose Street; thence North 89°16'18" West a distance of 660.71 feet to a point; thence North 00°21'26" East a distance of 414.03 feet to a point of curve and the South right-of-way of Central Parkway, said curve being concave to the South having a radius of 445.00 feet, a central angle of 10°59'51"; thence in a clockwise direction along the arc of said curve and right-of-way a distance of 85.41 feet to a point; thence North 66°34'15" East a distance of 204.53 feet to a point of curve, said curve being concave to the South, having a radius of 445.00 feet, a central angle of 23°49'37"; thence in a clockwise direction along the arc of said curve a distance of 185.06 feet to a point; thence South 89°36'08" East continuing along said South right-of-way a distance of 219.46 feet to the POINT AND PLACE OF BEGINNING.

Containing 8.14 acres, more or less.

Parcel Control No.: 09-38-41-000-000-00540-2

Kingsport Major amendment to Central Park RPUD Location Map



Kingsport Conditions

Exhibit C

- 1) The project shall adhere to the Final Site Plan (project number 1910) prepared by Lucido and Associates and dated 3.24.05 as revised.
- 2) The project shall adhere to the Landscape Plan (project number 1910) prepared by Lucido and Associates and dated 3.24.05 as revised.
- 3) The project shall adhere to the Building Elevations (D7) and Model A, Model B and Model C floor plans, as revised.
- 4) All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corp of Engineers, Florida Department of Transportation shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit.
- 5) The development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - i. Site Plan construction approval;
 - ii. The issuance of building permits to commence construction; and
 - iii. Pays all applicable impact and permit fees.
- 6) All necessary City departments shall review and approve the final site plan construction drawings proposal prior to the issuance of any Development Permits.
- 7) Final site plan construction drawings shall be reviewed and approved by the City's civil engineer.
- 8) Proposed landscaping in the SE Central Parkway median shall be preserved and maintained by the developer and/or home owner's association in perpetuity.
- 9) In addition to landscaping in the SE Central Parkway, median improvements shall consist of irrigation, installation of a "D" curb, and up lighting. Final plans shall be reviewed and approved by all necessary City departments prior to the issuance of a development permit.
- 10) Developer agrees to pay their fair share into the City's SE Central Parkway Street Lighting Program.
- 11) Any existing sidewalks damaged along SE Central Parkway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.
- 12) In order to monitor the proper installation of materials, material quality and long term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum

of two years after site development. In addition, a performance bond in the amount of 25% of the fair market value of landscape material shall be provided to the City prior to the issuance of a Certificate of Occupancy for the last building to guarantee material replacement and maintenance. The security will be held for two years.

- 13) The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to the issuance of a Certificate of Occupancy. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.
- 14) All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.
- 15) "Hat racking" of trees is prohibited on the property.
- 16) A Landscape Maintenance Agreement, executed in accordance with the City Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy for the last building.
- 17) Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed 15' (fifteen feet) in height. The light poles shall be painted black and shall be decorative. The lighting shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2 foot candles as measured from the common boundary.
- 18) Timetable for development shall be as follows:

The first building permit shall be submitted no later December 31, 2006 and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2008.
- 19) The Sales trailer shall be Department of Community Affairs (DCA) Certified. The Sales trailer requires a separate building permit.
- 20) Abandoned vehicles, boats, trucks over one ton capacity, and recreational vehicles are prohibited on the property, with the exception of vehicles stored in a home owner's garage. Recreational vehicles and trucks over one ton capacity may be permitted for a limited period of time not to exceed a nonconsecutive 24 hour day period.
- 21) A City Home Occupational License shall be the only type of business permitted on the property.
- 22) Construction activity shall be limited to 7:00 am to 6:00 pm Monday thru Friday and 8:00 am to 6:00 pm Saturday thru Sunday. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
- 23) Construction access shall be limited to SE Central Parkway and posted accordingly.

- 24) Loading areas, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.
- 25) Where practicable, all enclosed mechanical equipment shall be painted either black or dark green or any other color subject to approval by the City Development Director.
- 26) Street furniture, Cabanas, bike racks, and any other outdoor amenity provided on-site shall be of high quality and aesthetically pleasing appearance.
- 27) Club house and pool amenities shall remain in perpetuity within the project.
- 28) Billboards are prohibited on the property.
- 29) Any modifications to the Master & Final Development Plan, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks; building location; parking size, location and number; drainage areas; and location of landscaping shall require further approval by the City Commission via a public hearing.
- 30) A subdivision plat shall be approved by the City Commission prior to the issuance of a certificate of occupancy and shall be recorded in the public records of Martin County prior to the transfer or lease of any units.
- 31) The developer agrees to contribute its fair share in the amount of \$ 50,000 or a sum determined through fair share apportionment whichever is the lower to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No.1 at the time of final site construction plan approval and prior to the release of any building permits.
- 32) The developer agrees to contribute its fair share in the amount of \$20,000 to the Poppleton Creek Watershed Project fund at the time of final site construction plan approval and prior to the release of any building permits.
- 33) Individual pools, enclosures and building additions located within town-home lots are prohibited on the property, except screen enclosures of the patio area may be allowed over the initially constructed patio area of the unit to which it is attached and subject to obtaining the required permits.
- 34) The developer and/or association agrees to dedicate to The City of Stuart the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of SE Willoughby Boulevard within 30 days of the City's request for same.
- 35) The association will incorporate a deed restriction relating to the placement of waste bins within the property.

- 36) The developer agrees to contribute \$800 per residential unit (\$53,600 aggregate) or a lower amount to be determined by a calculation formula to be agreed and adopted by the City in co-ordination with the Martin County School District in respect of a contribution of mutual benefit (CMB) at the time of final site construction plan approval and prior to the release of any building permits
- 37) The developer agrees to co-ordinate with the Martin County School District regarding the possibility of the provision of a school bus stop at the development prior to final building plan approval.
- 38) Irrigation of landscaping materials on the site shall not utilize water extraction from a well source, and be as far as possible from the use of a non-potable water supply.

PUD BENEFIT STATEMENT

Applicant Benefit

Townhouse Plat (lot size and width)

Front Setback (20 feet)

Public Benefit

Central Parkway Median Curb, Landscaping,
and Lighting

Median Landscape Maintenance & Irrigation

Poppleton Creek Funding

US-1/Central Parkway Signal Funding

Landscape Quantity –

Interior trees required 142

Interior trees provided 152

Buffer trees required 158

Buffer trees provided 183

Landscape Size – Increased minimum tree
height from 14 feet to 16 feet

Project Amenities – Pool and Cabana, Gazebo
and Grill, Benches with Arbor around lake,
Brick Paver Sidewalks and Driveways, Guest
Parking, Two Plazas for Shaded Seating

Provision for Future Willoughby Blvd.
Extension

Deceleration Lane on Central Parkway

Benefit analysis is based upon R-3 development standards, the applicable standard zoning district for multifamily development, and the standard requirements of the Land Development Code.

CITY OF STUART
CITY COMMISSION
AGENDA ITEM

MEETING DATE: May 9, 2005 **PREPARED BY:** Kev Freeman
Senior Planner

TITLE OF ITEM: *Public Hearing: Request for a Major amendment to the Central Park RPUD to approve the Kingsport Residential Planned Unit Development RPUD and to approve:*

- 1) A Master Site Plan for 67 Town House units; and
- 2) A list of development conditions; and
- 3) Compliance with the Site Design Qualitative Development Design Standards; and
- 4) A timetable for development.

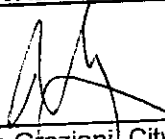
Property located at SE Central Parkway.
Property owner/applicant: Kingsport Development of Florida, LLC.
Representative: Lucido & Associates/Gunster Yoakley

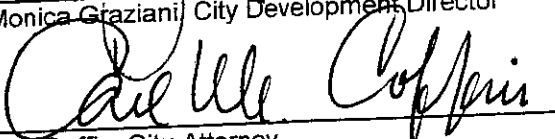
SUMMARY EXPLANATION/BACKGROUND INFORMATION:

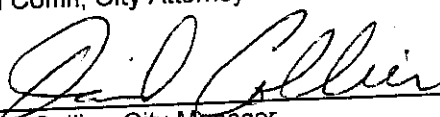
See attached documents.

1. Staff Report
2. Conditions attached to PUD agreement
3. Location/Aerial/Zoning/Land Use map
4. Application, Correspondence from applicant and Legal Description
5. Public Notification
6. Memo dated 9/23/2004 - Daniel Pantel, Police Department
7. Memo dated 3/8/2004 - Larry Massing, Fire Chief
8. Letter dated 11/19/2004 - EW Consultants
9. Memo dated 4/8/2004 - Maria Tejera, City Traffic Consultant
10. Memo dated 4/12/2004 - William Reinhert, Public Works
11. Fax received 4/21/2005 - Martin County School District
12. Martin County Agenda item - SE Willoughby Blvd Extension
13. Ordinance
14. PUD agreement: 14th Amendment to Central Park PUD and Kingsport Estates RPUD
15. Building Elevations
16. Building Floor Plans
17. Site Plan
18. Landscape Plan

DEPARTMENT HEAD RECOMMENDATION:


Monica Graziani, City Development Director


Carl Coffin, City Attorney


David Collier, City Manager

Staff recommends approval of the applicant's request.

5/2/05
Date

5/3/05
Date

5/3/05
Date

**CITY OF STUART
CITY COMMISSION
STAFF REPORT**

MEETING DATE: May 9, 2005 **PREPARED BY:** Kev Freeman
Senior Planner

TITLE OF ITEM: *Public Hearing:* Request for a Major amendment to the Central Park RPUD to approve the Kingsport Residential Planned Unit Development RPUD and to approve:

- 1) A Master Site Plan for 67 Town House units; and
- 2) A list of development conditions; and
- 3) Compliance with the Site Design Qualitative Development Design Standards; and
- 4) A timetable for development.

Property located at SE Central Parkway. Property owner/applicant: Kingsport Development of Florida, LLC. Representative: Lucido & Associates.

DESCRIPTION AND PROJECT SUMMARY

The project is described as Kingsport Estates. The development is situated on the southern side of SE Central Parkway. The proposal is for 67 Town Home units on an **8.14 acre** parcel, the resultant net density being approximately 12 dwelling units per acre. The developer has agreed to donate a portion of the parcel to enable the future route of the SE Willoughby extension.

DEVELOPMENT DOCUMENTS

Final Site Plan	by Lucido & Associates, Project 1910 Rev 3.24.05
Landscape Plan	by Lucido & Associates, Project 1910 Rev 3.24.05
Building Elevations	Labeled "7 UNIT BUILDING" and numbered D7
Floor Plans	Entitled "Model A", "Model B" and "Model C"
PUD Agreement	Fourteenth Amendment to the Central Park Commercial and Residential PUD Agreement, which removes the property from the provisions of that PUD, and a separate RPUD Agreement for Kingsport Estates.

PROPERTY HISTORY

To date, the property has remained vacant and undeveloped.

ZONING AND LAND USE

Site Location	SE Central Parkway	
Parcel Size (area)	8.14 acres	
Adjacent Land Use	North	MF- Res
	South	County – Mobile Home Density
	East	Off – Res (also adopted route of SE Willoughby Blvd).
	West	MF - Res
Adjacent Zoning	North	RPUD
	South	County – R-T
	East	R-3 (rezoning in for RPUD and also adopted route of SE Willoughby Blvd).
	West	RPUD

Proposed Use	Multi-Family /Town homes
Present Use	VACANT LAND
Land Use Plan	MF - Res
ROADWAY AND UTILITIES	
Street Functional Classifications	SE Central Parkway is a collector road maintained by the City of Stuart
Utilities	City water and sewer

ACHITECTURAL DESIGN, LAYOUT AND DENSITY	
Town Homes in blocks of 7, 6 and 4 dwelling units, all 2 Storey in height. Tiled roof, stucco walls, peaked roof forms, pavers used in driveways and sidewalk links,	
DENSITY	Residential at 11.73 Units/Acre (maximum allowable = 15 Units/Acre). Building coverage= 21.4% (maximum allowable in RPUD = 30%).
A portion of the SE Central Parkway median will be landscaped. Additionally, staff is recommending that the SE Central Parkway median be equipped with a "D" curb, irrigation, and up lighting for the balance of the project.	
The project has various amenities through out the site including: a lake, a pool, cabana, benches with arbor, gazebo and barbecue grill and bicycle rack.	

LANDSCAPING	
Of the total site area approximately 45% is landscaped. The proposed scheme offers variety and high specification.	
Tree replacement is required due to the proposed removal of 34" of hardwood (Hickory and Holly) and 462" of Slash Pine. The replacement mitigation proposed includes 42 specimen trees (Laurel Oak and Mahogany), 18 Slash Pine and 61 Palm trees. A breakdown of the tree replacement calculation is provided below and confirms the calculation prepared by the applicant and attached to the landscape plan.	
Tree replacement	

	Inches Out	Total replacement inches required	Total Inches from replacement	Total replacement trees provided	Plant Finder Whole-sale	Trees to Mitigate (max 50%)
Slash Pine	462	693	496	79	\$75.00	0
Other	34	85	21	42	\$120.00	0
				121		0

Native landscaping	
Native Trees	48%
Native Shrubs	88%
Native Ground Cover	32%
Total Native provision	51%

PARKING (spaces for disabled shown thus {0})		
Use	Requirement	Provision
Residential (2 bed x 2 spaces)	134	134
Other (Guest & Pool Parking)	2{1}	12{1}

DUMPSTER	
Dumpster Provision	None- all trash will be collected by individual 'Green' bin

OPEN SPACE/BUFFERS/LANDSCAPING STRIPS		
	<i>Requirement</i>	<i>Provision</i>
	30%	33.9%
Open Space	25ft	35ft
North - Buffer	6.25ft	10ft
North - Strip	25ft	35ft
South - Buffer	6.25ft	10ft
South - Strip	35ft(25ft after SE Willoughby Extension)	55ft (25ft after SE Willoughby Extension)
East - Buffer	6.25ft	10ft
East - Strip	25ft	35ft
West - Buffer	6.25ft	10ft
West - Strip		

WETLAND MITIGATION/WETLAND PRESERVE		
	<i>Required</i>	<i>Provided</i>
Native vegetation area	25%	Incorporated into landscape provision
Wetland Preserve	None present	Not applicable

SIGNAGE	
The applicant is proposing one monument sign at the project entrance. This shall not exceed 6' (feet) in height and 24 square feet in area and will be externally illuminated by ground based lighting.	

TIMETABLE OF DEVELOPMENT	
The Project is intended to be constructed in a single phase	
Building Permit Submission	by December 31, 2006
Certificate of Occupancy Issued	by December 31, 2008

CITY DEPARTMENTAL REVIEWS	
Public Works (Bill Reinhart)	Has no objection to the proposal in conceptual form only.
Fire/Building (Larry Massing)	No objection to conceptual form. Additional detail will be required at Building Permit Stage.
Police (Marty Jacobson)	Approved

EXTERNAL CONSULTANTS	
ENVIRONMENTAL	The requirement for native landscaping to be installed within the site has been addressed by the provision of additional native tree species. The final design meets all other environmental concerns.
TRAFFIC	The proposal has been approved by the City's Traffic Engineer for compliance with the City's Concurrency Management System.
SCHOOL DISTRICT	Have forwarded a ' Letter of no objection ' as required under the intergovernmental agreement. However, the calculation attached to the response that refers to a Contribution of Mutual Benefit is incorrect and will be revisited.

COMPREHENSIVE PLAN - COMPLIANCE	
Element I A 5.1	The proposal is in accordance with this policy as the project is designed to form part of a compact development pattern.
Element I A 5.6	The development will not exceed 45ft or four stories of occupiable space. Landscape buffers and streetscape will be provided where necessary.
Element I A 6.1	The proposal takes into account the proposed extension of SE Willoughby Blvd.
Element I B 1	The proposed project includes the infill development of a currently vacant parcel which front SE Central Parkway. All utilities and infrastructure are in place to support the development, and in addition, the infilling of this site will increase user efficiency of these facilities.
Element I B 3.2	The proposed project is consistent and compatible with the surrounding land uses and will not unduly affect existing approved activities
Element II A 7.2	The proposal plans adequately for pedestrian circulation.
Element II A 7.4	The proposal incorporates a pedestrian sidewalk network with ramps and brick paver crossover points.
Element II A 9.1	The review has considered the transportation impacts of the proposal.
Element IV A 10.5	The proposal exceeds the minimum 30% Open Space provision.
Element IV A 1.10	A contribution to the Poppleton Creek watershed basin project will be made.

SITE DESIGN QUALITATIVE DEVELOPMENT STANDARDS

The purpose of these standards is to insure that all site plan development complies with the Comprehensive Plan of the City and with the Stuart Land Development Regulations and to promote harmonious and compatible development within the City.

1. Harmonious and Efficient Organization

The proposed development efficiently planned relative to its existing surroundings. All vehicular use areas have been designed so as not to impede on the character and existing development of the surrounding properties. Site improvements required for construction should not negatively impact or have any adverse effects on adjacent properties.

2. Preservation of Natural Conditions

In accordance with the City's Land Development Regulations RPUD standards, at least 30% of the total development site must comprise of native vegetation.

3. Screening and Buffering

The Landscape Plan for the subject site proposes to create screening and buffering along the front, sides, and rear portion of the subject property.

4. Enhancement of Residential Privacy

Landscaping and site layout is proposed in such a manner that abutting uses will not create a visual or auditory nuisance.

5. Emergency Access and Access to Public and Private Ways

The proposed development provides adequate access for emergency vehicles. All elements of this proposal have been designed so as to incorporate safe and convenient access to all public and private ways

6. Pedestrian Circulation

A 6' (foot) sidewalk exists along the property line fronting SE Central Parkway. Internal pedestrian links are provided together with proposed special paving

7. Location and Design of Access Drives

The site has one point of ingress and egress from SE Central Parkway.

8. Co-ordination of on-site and off-site circulation

The proposed development has arranged and coordinated the internal drives and parking areas to facilitate efficient vehicular and pedestrian circulation.

9. Location and Design of on-site ways

The on-site driveways and parking areas have been located and designed to be minimal in form and to occupy no more land than is required to provide safe and convenient vehicular and pedestrian circulation.

10. Drainage

The drainage will be addressed in full at final site plan submission. In accordance with the City's Land Development Regulations, the site must provide water quality storage for the applicable run-off volume and limit post-development discharges at pre-development rates for all applicable design storm events. Drainage will be accommodated on site in a manner which shall not adversely effect nearby property or the public storm drainage system.

11. Exterior Lighting

The proposed development will provide decorative exterior lighting at 15ft in height in the vehicular and pedestrian use areas. The lighting does not conflict with the proposed landscaping and will not impact or produce glare on the nearby neighborhood or interfere with the aesthetics of the surrounding area or with public safety and convenience.

LOCAL PLANNING AGENCY

The application was considered at the April 28, 2005 meeting of the LPA. The proposal was approved 6-0. The following issues were raised:

- Green bins should be stored out of sight on the property outside of collection days. A deed restriction to this effect should be attached to the property. **Condition 35** of the proposed Kingsport PUD agreement.
- The developer should liaise directly with the school board to reach agreement regarding the CMB contribution.
- A decorative fence of uniform height, and utilizing block-work where necessary to accommodate land level variation, should be used along the sides and rear of the property.

OTHER DEVELOPMENT ISSUES AND/OR BENEFITS TO THE CITY

- Due to the type and form of the buildings (town homes) a plat will be required that would result in lot widths of less than 50ft.
- The applicant has agreed to contribute \$20,000 towards the implementation and maintenance of the City's Poppleton Creek Watershed Basin project adjacent to the proposal. **Condition 32** of the proposed Kingsport PUD agreement
- The developer will undertake landscaping and other improvements to the SE Central Parkway median. **Conditions 8 and 9** of the proposed Kingsport PUD agreement
- The developer has agreed to contribute a fair share into the City's SE Central Parkway lighting program. **Condition 10** of the proposed Kingsport PUD agreement
- The applicant has agreed to contribute a fair share towards the future construction of a traffic light controlled junction at the intersection of SE Central Parkway and SE Federal Highway (US-1). Staff is presently compiling a list of all conditions contained within other PUD agreements that require some level of contribution to the traffic light signalization at Central Parkway and US-1. The resultant contribution will be based upon the total contributions already committed by existing projects, the fund in Escrow and the traffic impact predicted at the intersection by traffic impact studies prepared and submitted by development projects. **Condition 31** of the proposed Kingsport PUD agreement

- The future implementation of the Willoughby Blvd extension to US-1 will affect the project along its eastern boundary. The City Commission approved the proposed alignment of SE Willoughby Blvd at the April 11, 2005 meeting. Subsequently the alignment, was presented to, and adopted by, Martin County Commission on April 12, 2005. The applicant has agreed to donate a portion of the parcel in order to accommodate the SE Willoughby Blvd extension. **Condition 34** of the proposed Kingsport PUD agreement
- The developer has agreed to contribute \$53,600 to the Martin County School District in respect of a Contribution for Mutual Benefit (CMB). This figure is equivalent to \$800 per dwelling unit. The neighboring development 'The Lofts' has agreed to a contribution of \$67,200 also at a rate of \$800 per dwelling unit. The School District has previously requested a voluntary donation of \$229,800 in respect of the Kingsport proposal. However, this calculation is incorrect and is being revised by the District. **Conditions 36 and 37** of the proposed Kingsport PUD agreement address the issues raised by the District. There is no agreed method for calculating the CMB contribution. It is the intention of Staff to liaise with the School District and Martin County in order to agree a methodology for calculating the contribution and other issues being raised by the School District in respect of future development proposals. The CMB calculation will be brought forward to the Commission for approval and formal adoption at a later date.

RECOMMENDATION

The project is considered to be compatible and in compliance with the City of Stuart Comprehensive Plan.

The design meets the criteria set out in the site design and qualitative standards at section 11.02.08 of the City of Stuart Land Development Regulations.

Therefore, staff offers no objection to the applicant's request to consider a major amendment to the RPUD, subject to the 38 conditions attached to the proposed RPUD agreement.

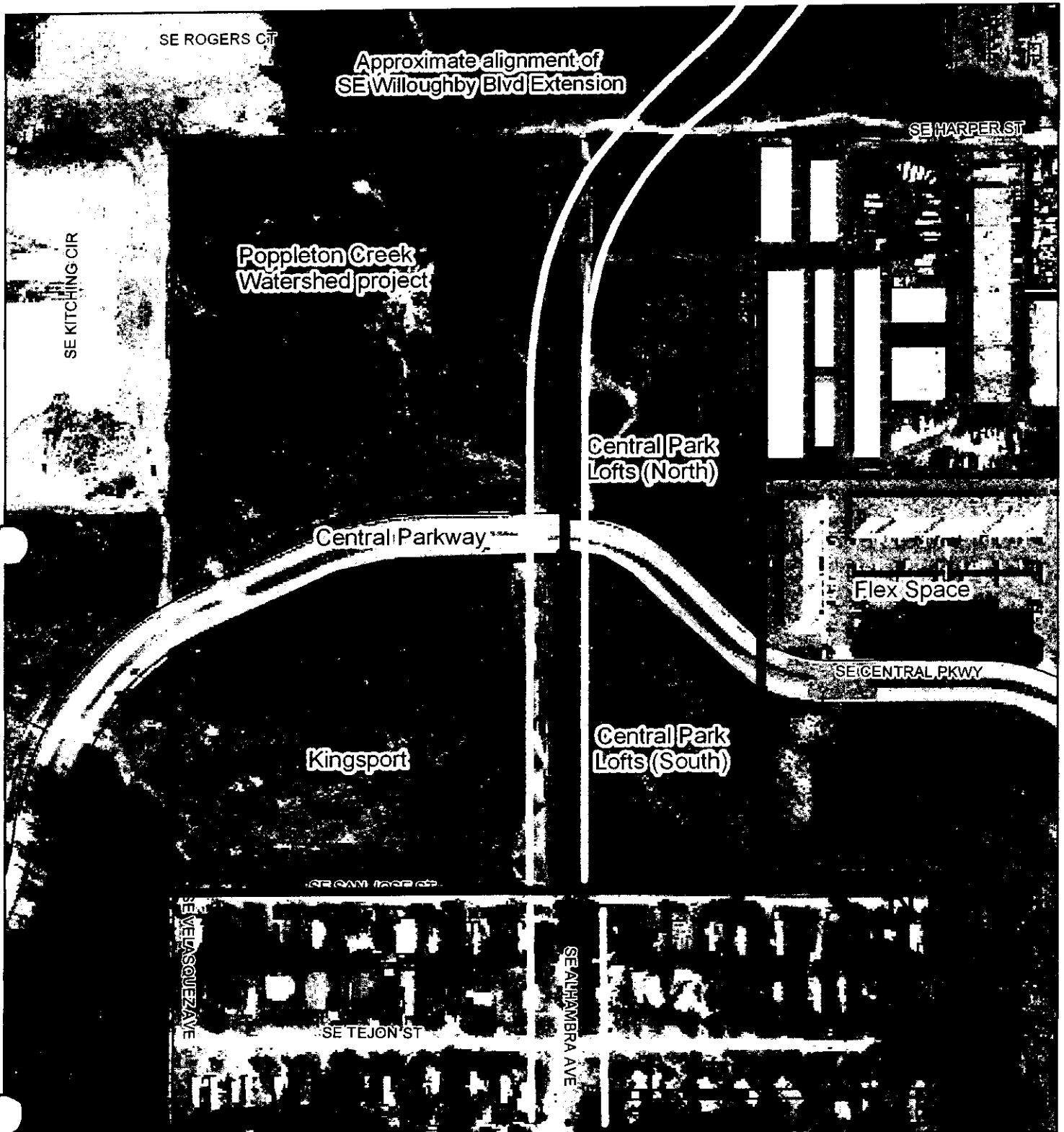
Kingsport

Conditions attached to the proposed PUD agreement

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- 9) In addition to landscaping in the SE Central Parkway, median improvements shall consist of irrigation, installation of a "D" curb, and up lighting. Final plans shall be reviewed and approved by all necessary City departments prior to the issuance of a development permit.
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- 38) Irrigation of landscaping materials on the site shall not utilize water extraction from a well source, and be as far as possible from the use of a non-potable water supply.

Kingsport Major amendment to Central Park RPUD Location Map



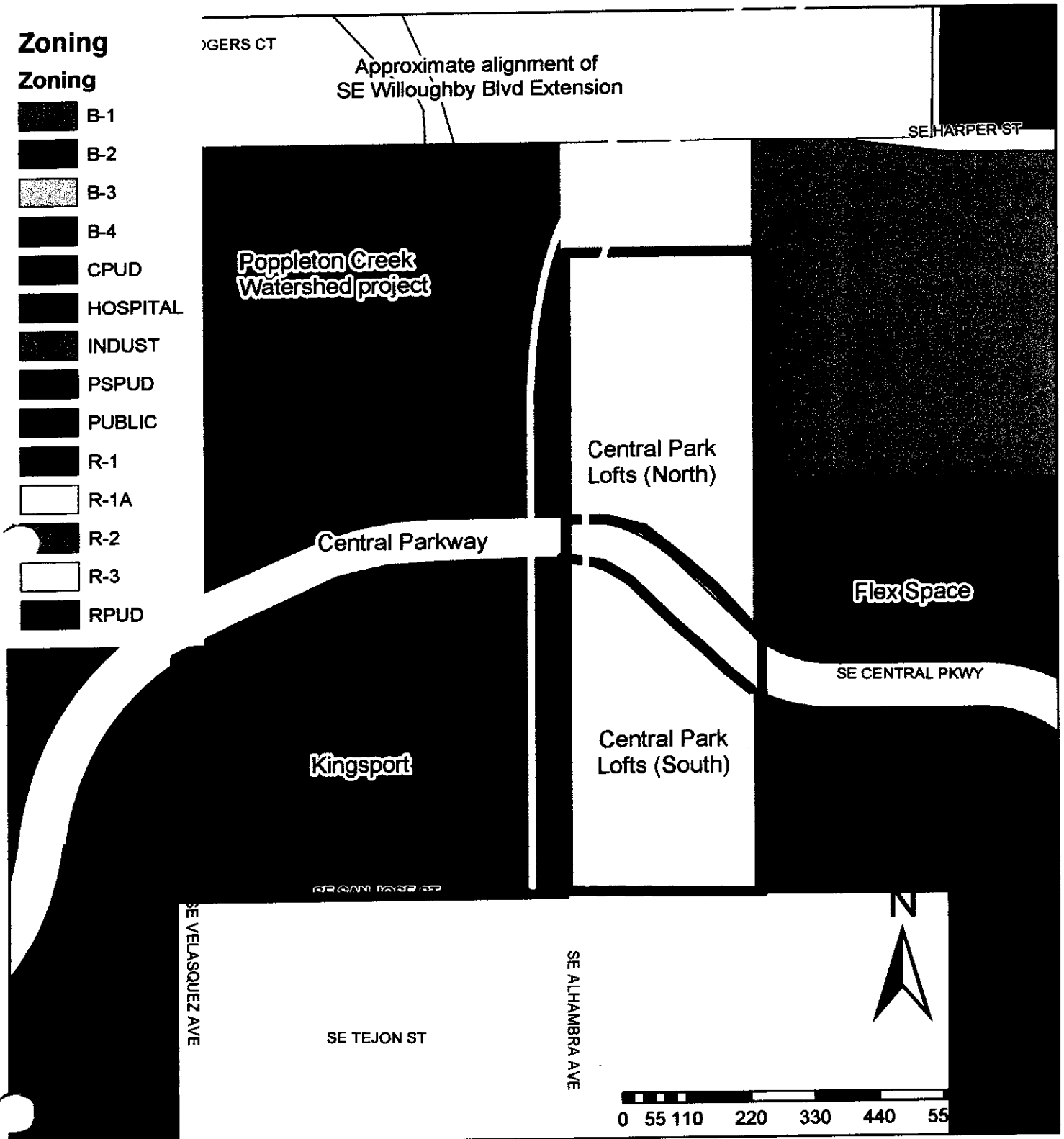
Kingsport

Major amendment to Central Park RPUD Zoning

Zoning

Zoning

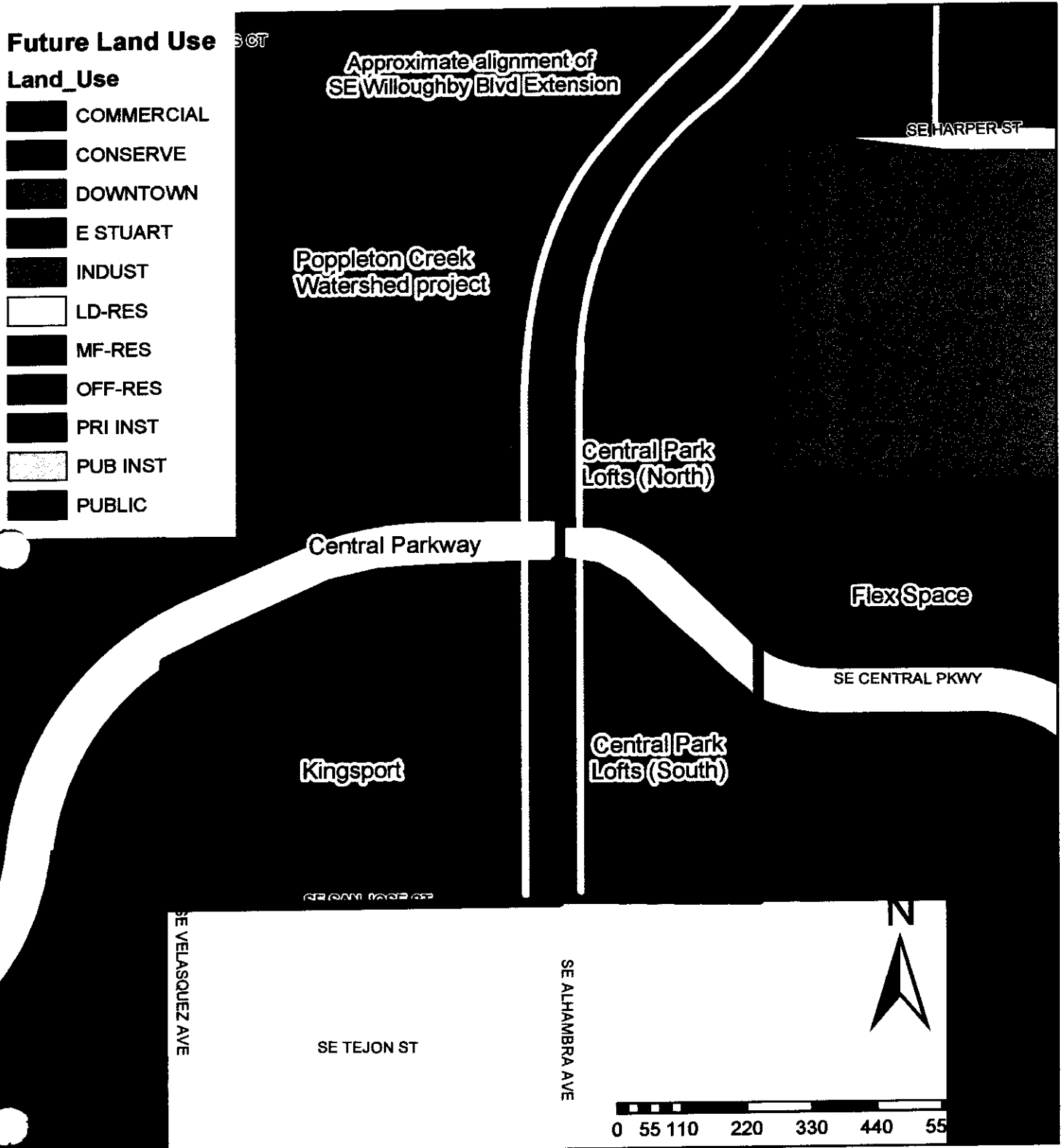
-  B-1
-  B-2
-  B-3
-  B-4
-  CPUD
-  HOSPITAL
-  INDUST
-  PSPUD
-  PUBLIC
-  R-1
-  R-1A
-  R-2
-  R-3
-  RPUD

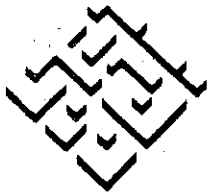


Kingsport

Major amendment to Central Park RPUD

Future Land Use





Lucido & Associates
Land Planning/Landscape Architecture

February 6, 2004

VIA HAND DELIVERY

Ms. Monica Graziani, Director
City of Stuart Development Department
121 SW Flagler Avenue
Stuart, FL 34994

Re: Kingsport Estates - Request for PUD Rezoning (Our ref. #1910-03)

Dear Monica:

We are pleased to submit the enclosed application for a major RPUD amendment for the noted project. The 8.14-acre parcel is located on south side of Central Parkway west of the proposed Willoughby Boulevard extension. The site currently has a dated RPUD from its original platting.

The major PUD amendment is being sought in conjunction with a master site plan approval for a fee-simple, 70-unit town home development. The proposed development provides for an on-site recreation area including a pool and cabana. Interior sidewalks are also provided within the development. An extensive buffer is provided to accommodate the Willoughby Boulevard extension and the existing FPL easement is respected within the extensive buffers provided along the remaining sides of the property. A landscaped berm is located along Central Parkway and a contribution to the Central Parkway lighting plan will be provided.

In support of the application, please find enclosed the following materials:

1. Application fee in the amount of \$2,020.00 (includes sign fee);
2. Nine copies of the Owner's authorization letter;
3. Nine copies of the contract for purchase;
4. Nine copies of the legal description;
5. Nine copies of the boundary survey (see attached engineering plans);
6. Nine copies of the final site plan;
7. Nine copies of the final landscape plan;
8. Nine copies of the building elevations;
9. Nine 8 1/2 " x 11" reductions of the aerial;

FEB 06 2004

RECEIVED



City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5326
Fax 772-288-5388

GUIDELINES FOR SUBMITTING & PROCESSING REZONING/P.U.D. AMENDMENT APPLICATION

Please print clearly and fill in all spaces

DATE: February 5, 2004

STAMP IN

FEES (CHECK ONE)

REZONING	\$700.00	
MAJOR P.U.D. AMENDMENT	\$2,000.00	☒
MINOR P.U.D. AMENDMENT	\$1,000.00	
P.U.D. REZONING	\$2,020.00	☒

APPLICANT INFORMATION

Petitioner Name: Joel Neiberg, Kingsport Development, LLC.

Petitioner Address: 10908 NW 67th Place, Parkland, FL 33076

Phone: (954) 275-1047

Fax: (954) 344-9537

Authorized Agent: Lucido & Associates, Mark Mathes, Project Director

Authorized Agent Address: 701 East Ocean Blvd., Stuart, FL 34994

Phone: (772) 220-2100 ext. 115

Fax: (772) 223-0220

Signature of Owner or Agent: Mark Mathes

PROPERTY INFORMATION

Street Address: SE Central Parkway

Legal Description: (See attached)

General Property Location: S. side of Central Pkwy., extending S. to SE San Jose St., running along SE Velasquez Ave.

CURRENT ZONING	RPUD	CURRENT USE	Vacant
CURRENT LAND USE	Vacant	PROPERTY SIZE	8.14 acres
PROPOSED ZONING	*RPUD	DATE OF ATTACHED DEED	7/8/03
(*change of PUD Conditions)			

SUBMITTAL CHECKLIST

- 1) ☒ PRE-APPLICATION CONFERENCE WITH THE DEVELOPMENT DEPARTMENT
- 2) ☒ COMPLETED APPLICATION FORM WITH FEE
- 3) ☒ AFFIDAVIT OR OTHER LEGAL DOCUMENTATION PERMITTING REPRESENTATION
- 4) ☒ LIST OF NAMES AND ADDRESSES OF SURROUNDING PROPERTY OWNERS WITHIN 300'.
To be provided prior to 1st hearing
- 5) ☒ 7 COPIES OF THE SITE PLAN, LANDSCAPE PLAN, AND ARCHITECTURAL ELEVATIONS
- 6) ☒ P.U.D. AGREEMENT (IF APPLICABLE)

BRIEF PROPOSAL EXPLANATION

See attached letter.

OFFICE USE ONLYRoute To:

- | | |
|---------------------------------------|---|
| ☐ Building | ☐ Engineering |
| ☐ Planning/Zoning | ☐ Environmental |
| ☐ Fire | ☐ Concurrency/Traffic |
| ☐ Police | ☐ Other: _____ |
| ☐ Public Works | |

Asbestos/Hazardous Materials
 Planning Approval
 Soils Report Required
 Sewer Fees Required
 Grading Plans Required

☐ Yes ☐ No
☐ Yes ☐ No
☐ Yes ☐ No
☐ Yes ☐ No
☐ Yes ☐ No

Drainage Calcs. Required ☐ Yes ☐ No
 School Impact Fees Required ☐ Yes ☐ No
 Title 24 Calcs. Required ☐ Yes ☐ No
 Engineering Calcs. Required ☐ Yes ☐ No
 New Cert. Of Occupancy ☐ Yes ☐ No

School Impact Worksheet

Purpose: To assist the City and the Martin County School District in planning for future public school facility needs. Even where your application may be preliminary in nature, please do your best to indicate the most likely build-out scenario.

Applicability: This form is required as part of any of the following applications:

- Any amendment of the Future Land Use Map of the Comprehensive Plan where the proposed change will increase the maximum residential density allowed on the parcel.
- Any zoning map change which will increase the maximum residential density allowed on the parcel.
- Any master or final site plan application involving 50 or more residential dwelling units.

Project information:

1. Parcel ID# 09-38-41-000-000-00540-2
2. Property owner Kingsport Development
3. Project name Kingsport Estates
4. Former project name, if any N/A
5. Total project area 8.14 acres
6. Is project build-out expected within 5 years? ☒ Y ☐ N (circle one)
7. Projected number and type of residential dwelling units at build-out:

Unit Type	Number of Units	Typical Unit Floor Area (sq. ft.)	Estimated Unit Price Per Unit (\$)	Number Restricted to 55+ Age Group (if any)
Single-family detached dwellings	—	—	—	—
Duplex dwellings	<u>70</u>	<u>1750</u>	<u>200,000</u>	<u>0</u>
Multi-family dwellings (apt./condo)	—	—	—	—
Townhouse dwellings	—	—	—	—
Zero lot line dwellings	—	—	—	—
Other	—	—	—	—

8. Provide a map showing the proposed project in relation to all existing public schools. The radius of the mapped area should be at least two miles or large enough to show the nearest public school at each grade level (i.e., the nearest high school, middle school and elementary school). (See enclosed map)

Staff use only:

Project Number _____

Application type _____

Project tracked in ARDP? Y/N _____

January 12, 2004

Ms. Monica Graziani, Director
City of Stuart Development Department
121 SW Flagler Avenue
Stuart, FL 34994

RE: CENTRAL PARKWAY 8.14-ACRE PARCEL - OWNER'S AUTHORIZATION

Dear Ms. Graziani:

As the owner of the property referenced above and described in the attached legal description, please consider this correspondence as formal authorization for Lucido & Associates to represent [CORPORATE ENTITY] during the governmental review of the development application.
KINGSPOINT Development
Thank you for your attention to this matter.

Sincerely,

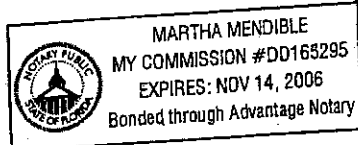
KINGSPOINT Development
[CORPORATE ENTITY]

By: *Joel David Neiberg*
[NAME & TITLE OF AUTHORIZED REPRESENTATIVE]
JOEL NEIBERG

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20th day of January, 2004, by JOEL David Neiberg, of 10908 NW 67th Place, Fort Lauderdale, FL 33076.
He/She ☐ is personally known to me or ☒ has produced FLD H162424582500 as identification.

(NOTARY SEAL)



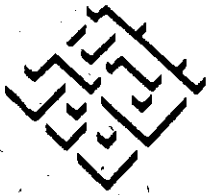
Martha Mendible
(Print name beneath signature)
Notary Public
My Commission Expires:

JAN 26 2004
RECEIVED
FEB 06 2004
RECEIVED

EXHIBIT "A"**Kingsport Estates PUD****LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 00°22'03" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 746.37 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF CENTRAL PARKWAY AND THE POINT AND PLACE OF BEGINNING. THENCE CONTINUING SOUTH 00°22'03" WEST A DISTANCE OF 580.16 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAN JOSE STREET; THENCE NORTH 89°16'18" WEST A DISTANCE OF 680.71 FEET TO A POINT; THENCE NORTH 00°21'26" EAST A DISTANCE OF 414.03 FEET TO A POINT OF CURVE AND THE SOUTH RIGHT-OF-WAY OF CENTRAL PARKWAY, SAID CURVE BEING CONCAVE TO THE SOUTH HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 10°59'51"; THENCE IN A CLOCKWISE DIRECTION ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY A DISTANCE OF 85.41 FEET TO A POINT; THENCE NORTH 66°34'15" EAST A DISTANCE OF 204.53 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 23°49'37"; THENCE IN A CLOCKWISE DIRECTION ALONG THE ARC OF SAID CURVE A DISTANCE OF 185.06 FEET TO A POINT; THENCE SOUTH 89°36'08" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 219.46 FEET TO THE POINT AND PLACE OF BEGINNING.



Lucido & Associates
Land Planning/Landscape Architecture

March 30, 2005

VIA HAND DELIVERY

Kevin Freeman, Planner II
City of Stuart Development Department
121 SW Flagler Avenue
Stuart, FL 34994

RE: Kingsport Estates Major RPUD – Response to Review Comments (LA#1910-03)

Dear Kevin:

Please accept the following responses to your comments dated February 22, 2005 for the referenced project. Our responses are formatted based on the staff report. In support of our re-submittal, please find eight copies of the following materials:

- Revised Final Site Plan;
- Revised Landscape Plan; and
- Revised PUD Agreement.

Development Department letter dated February 22, 2005

1. We agree with the summary of the code language. However, the code does not differentiate between a townhouse project and a typical single-family project. As a townhouse project and planned unit development, we respectfully request as a benefit to the applicant that a plat of the townhouse lots be accepted for the conveyance of units. The applicant shall provide a plat for City review along with the detailed site construction plan submittal.
2. Agree; we have varied the landscape treatment along the street-front. Please refer to the revised landscape plan. We have ensured that oak trees are limited to no more than 25% of the required tree count.
3. Agree; we have eliminated all Sabal Palms and Silver Trumpet Trees from the project. Please refer to the revised landscape plan for our proposed alternative species selection.
4. We agree to vary the tree selection to a greater degree but respectfully request the use of alternative species in lieu of Medjool Date Palms. We have provided a number of focal points throughout the site within the landscape design.
5. Agree; we will provide all trees at a minimum 16' height at time of planting. The landscape plans have been revised accordingly.
6. Agree; we have revised our species selection within the landscape plan to ensure that we exceed the native vegetation requirement of the code. According to the Code, at least

Kevin Freeman
 March 30, 2005
 Page 2 of 3

- 50% of all required landscaping in the form of trees, shrubs, ground cover and grass shall collectively consist of native vegetation. No one species of tree shall exceed 25% the minimum number of trees required. Not less than 20% of the total gross area of a development site shall be landscaped. We are currently exceeding these requirements.
7. Agree; we have provided additional parking at the pool for guests and pool patrons.
 8. Agree; we have revised our building layouts to ensure that no building block length exceeds 170 feet. We have accomplished this by reducing the overall unit count within the proposed project by three.
 9. Agree; we have increased the roadway width to 24-foot minimum as requested. We would like to reduce the road width if supported by the City. We believe residential roads such as ours can be designed with reduced pavement widths providing additional public benefits such as reduced heat sinks; reduced impervious areas; and greater landscaped areas to name a few.
 10. Agree; we have provided additional overflow parking for guests at two locations on the site. The locations are far removed from one another and balance the additional parking for ease of access to all units. One of the sites is adjacent to the pool and also provides additional parking for the pool.
 11. Agree; the dumpsters have been removed from the project. The project will utilize green carts.
 12. Agree; we have increased pedestrian amenities around the lake and the interior site roadway. The increased amenities include additional benches; a small gazebo and grill; and two feature plazas for shaded seating. These additional amenities complement the previously proposed amenities that include benches with arbors, bike rack, cabana, pool, and guest parking.
 13. Agree; we are providing a drive up lane to access the central mailboxes located at the pool cabana. The reference to mailboxes along the southerly property line has been removed as it referenced the off-site mailboxes of the adjacent single-family homes, which are outside the limits of this project.
 14. Agree; the revised site and landscape plans clearly present the limits of the pervious pavement areas (pervious concrete as well as brick pavers). All driveways, sidewalks, and cross-walks will be constructed of brick pavers. The roadway will be constructed of pervious concrete. The revised PUD Agreement has language that binds the Home Owners Association to the required maintenance of such areas.
 15. Agree; the revised site and landscape plans provide for a greater rear garden area for the units along the east boundary. The buffer or rear garden area has been increased to 80', which includes 25' on the unit side of the buffer fence and 55' on the public side of the unit fence.
 16. Agree; the revised landscape plans reflect landscaping along all medians on S.E. Central Parkway for the entire width of property frontage. We will coordinate our landscape plans with that of the adjacent development to ensure compatibility at the property boundaries since these projects will be constructed prior to the construction of Willoughby Boulevard.
 17. Agree; the applicant agrees to provide a fair-share contribution into a fund to provide a traffic light signal at intersection of Central Parkway and U.S. 1 at time of final site

Kevin Freeman
March 30, 2005
Page 3 of 3

- construction plan approval prior to the release of any building permits. See special condition #31 in the PUD Agreement.
18. Agree; the applicant agrees to provide a fair-share contribution into a Poppleton Creek watershed fund at time of final site construction plan approval prior to the release of any building permits. See special condition #32 in the PUD Agreement.
 19. Agree; the revised site and landscape plans provide for the requested deceleration lane off S.E. Central Parkway into the project site. Since the deceleration lane is not warranted based on the traffic counts, we respectfully request an opportunity to discuss this need with the City.
 20. Agree; a written response from school board will be provided upon receipt.
 21. Agree; as we understand via our previous meetings, confirmation regarding S.E. Willoughby Extension from Martin County will occur at the April 25th meeting of the County Commission.
 22. Agree; total impervious areas are less than 40% of the entire site.
 23. The estimated retail value of the proposed units is in the mid \$200,000 range.
 24. Agree; the revised PUD Agreement provides for an exclusion of boats or RV's except for temporary day parking for loading and unloading. See special condition 20 in the PUD Agreement.
 25. Agree; we have increased the front setbacks along all roadways. The minimum front setback is 20'. This distance also equates to the driveway depth from face of garage to the back of sidewalk. Since all sidewalks are proposed to be 6' in width, the effective driveway depth is 22'-6" when measured to the minimum ADA required pathway of 42'.
 26. Agree; the revised PUD Agreement has language that controls future additions, pools, or enclosures. No pools or building additions are to be permitted. Screen enclosure of the proposed patio area may be allowed over the initially constructed patio area subject to obtaining the required City of Stuart permits. See special condition #33 in the PUD Agreement.
 27. Agree; the sign detail provided on the final site plan indicates ground lighting to monument sign. No cabinet lighting is proposed.
 28. Agree; please refer to the enclosed light pole detail on the landscape plans that provide for the lighting column color. We are specifying black light poles.

We hope that the enclosed resubmittal and above responses will meet with your approval. If you have any questions or comments, please contact me directly.

Respectfully,

Peter J. Mathes for Mark Mathes
Mark D. Mathes, AICP
Project Director

ENCL.

CC: Joel Neiberg
Bob Raynes
Elliot Paul



Lucido & Associates
Land Planning/Landscape Architecture

April 4, 2005

RE: Kingsport Development of Stuart, LLC – Request for a major amendment to a Residential Planned Unit Development (RPUD) Agreement to approve:

- 1) A master site plan for 67 single family town homes; and
- 2) A list of development conditions; and
- 3) Compliance with the Site Design Qualitative Development Design Standards; and
- 4) A timetable of development

Dear Property Owner:

Please be advised, as a property owner within 300 feet of the property described in the enclosed legal description and as shown on the enclosed location map, a public hearing will be held to consider a request for an Amendment to remove the subject parcel from the existing Central Park Commercial and Residential PUD and Weyerhaeuser Commercial and Residential PUD, to change the zoning of the subject site from RPUD to RPUD with conditions, and request for master site plan approval of 67 townhouse units. In consideration of the above noted request, the dates of the scheduled hearings are as noted below:

Public Hearing:

Date:

Time:

Place:

LPA MEETING

Thursday, April 21, 2005

7:00 P.M. or as soon as it can be heard after this time

City of Stuart Commission Chambers

121 S.W. Flagler Avenue

Stuart, FL 34994

Public Hearing:

Date:

Time:

Place:

City Commission Meeting (1st Reading)

Monday, May 9, 2005

7:00 P.M. or as soon as it can be heard after this time

City of Stuart Commission Chambers

121 S.W. Flagler Avenue

Stuart, FL 34994

Public Hearing:

Date:

Time:

Place:

City Commission Meeting (2nd Reading)

Monday, May 23, 2005

7:00 P.M. or as soon as it can be heard after this time

City of Stuart Commission Chambers

121 S.W. Flagler Avenue

Stuart, FL 34994

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request described above.

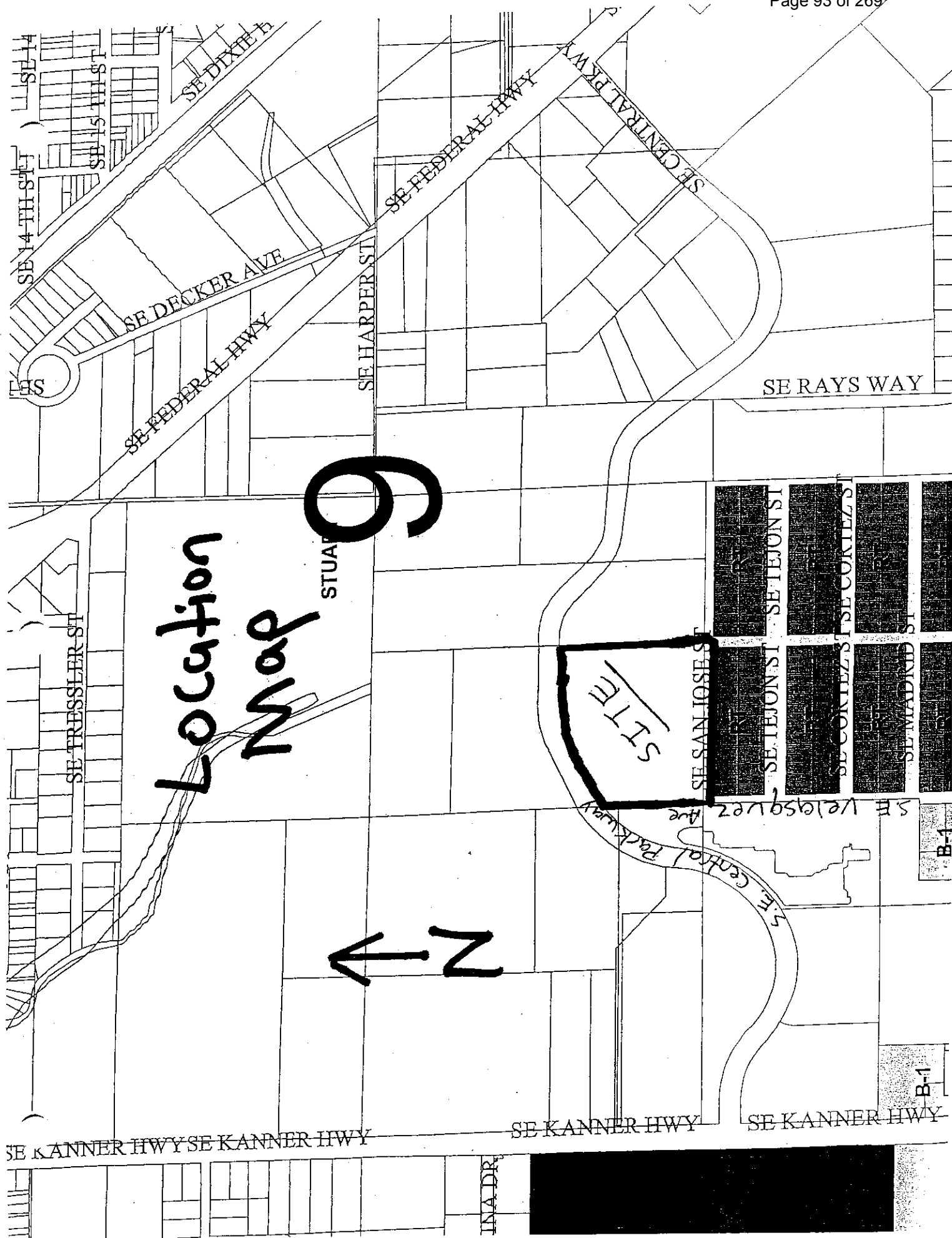
The proposed application will be available in the City Development Department for review. Should you have any questions regarding this request, please call the City Development Department at (772) 288-5326, Monday through Friday from 8:30 a.m. to 5:00 p.m.

Sincerely,

A handwritten signature in cursive script that reads "Peter Gousis".

Peter Gousis,
Project Director

Attachments



NOTICE OF PUBLIC HEARING

BEFORE CITY COMMISSION

FOR A MAJOR AMENDMENT TO THE CENTRAL PARK
(KINGSPORT) RPUD TO APPROVE

1. MASTER SITE PLAN FOR 67 TOWN HOMES.
2. LIST OF DEVELOPMENT CONDITIONS

3. COMPLIANCE WITH SITE DESIGN QUALITATIVE STANDARDS
4. A TIMETABLE OF DEVELOPMENT

HEARING ON ^{1ST} MAY 9, 2005
^{2ND} MAY 23, 2005

7:00^{PM} AT STUART CITY HALL

121 S.W. FLAGLER AVE.

QUESTIONS? CALL

CITY DEVELOPMENT DEPT.

(772) 288-5326

CITY OF STUART, FLORIDA

STUART POLICE DEPARTMENT CPTED REVIEW

TO: Tracey Street

PROJECT: Kingsport Estates

X Approved

COMMENTS:

REVIEWED BY: Daniel Pantel

DATE/TIME: September 23, 2004



9/23/

[Handwritten signature]

Stuart Fire Rescue

Memo

To: Erika Kubia, Planner I
From: Larry Massing, Fire Chief
CC:
Date: March 8, 2004
Re: KINGSPORT ESTATES – CENTRAL PARKWAY (MAJOR PUD AMENDMENT)

Erika,

I have reviewed the recent submittals associated with the proposed PUD Amendment for Kingsport Estates proposed to be developed adjacent Central Parkway. The submittals are conceptual in nature and significant additional detail will be required, however I have no specific objections to the proposed PUD Amendment.

Thanks,

Larry

NATURAL RESOURCE MANAGEMENT, WETLAND, AND ENVIRONMENTAL PERMITTING SERVICE

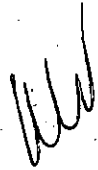
CONSULTANTS, INC.

RECEIVED

NOV 19 2004

MEMORANDUM

TO: Kev Freeman

FROM: Ed Weinberg 

DATE: November 19, 2004

RE: Kingsport Estates; Second Environmental Review

Per your request dated September 13, 2004, we have reviewed the materials provided related to the above referenced project, and offer the following comments with regard to compliance with the City's Resource Protection Code and Conservation Element of the Comprehensive Plan.

Resource Protection Code -

Section 5.02.00 - Environmental Assessment Report

The re-submittal from Crossroads Environmental addresses the previous comments.

Section 5.03.00 - Wetlands

The re-submittal from Crossroads Environmental addresses the previous comments.

Section 5.04.00 - Environmentally Sensitive Lands

There are no upland areas on the site that would be considered environmentally sensitive lands.

Since no native upland buffer is required, Section 5.04.02.A.4. requires that all landscaping be native and that 25 foot landscape strips be provided on the side

and rear lot lines. The landscape plans should provide for an equivalent area of native plantings within the project site.

Section 5.05.00 – Trees

The tree mitigation calculations address tree protection requirements.

Section 5.06.00 – Mangrove and Shoreline Protection

None present thus not applicable.

Conservation Element of the Comprehensive Plan –

The re-submittal from Crossroads Environmental addresses the previous comments



MTP Group, Inc.
12798 Forest Hill Boulevard, Suite 303
Wellington, FL 33414
Phone: (561) 795-0678 Telefax: (561) 795-0230

MEMORANDUM

To: Erica Kubia, Planner I
City of Stuart

From: María M. Tejera, P.E.

MMT

Date: April 8, 2004

Subject: Kingsport Estates

We have reviewed a traffic impact analysis prepared by Pinder Troutman Consulting, Inc. and dated February 4, 2004 for the above subject project. The project is to be located on south side of SE Central Parkway to the east of Kanner Highway (SR 76). The proposed development includes 70 townhouse units with a single access driveway into SE Central Parkway. Buildout of the development has been analyzed for the year 2006.

Our review has been based on the requirements of the *City of Stuart Concurrency Management System (CMS), Ordinance Number 1811-01*. The trip generation potential of the proposed development was based on trip generation rates contained in the *Institute of Transportation Engineers, Trip Generation Report, 6th Edition*. Based on this rate, the net trip generation potential of the development is 46 trips during the PM peak hour.

Based on the information presented, the project meets the requirements of the *City of Stuart Concurrency Management System, Ordinance 1811-01*.

Should you have any questions concerning the above, please give us a call at (561) 795-0678.

Memorandum

To: Erica Kubia
CC: Sam Amerson; Sandy Morgan; Dave Peters
From: William Reinert
Date: 04/12/04
Re: Kingsport Estates

In reviewing the above mentioned, this Department does approve the submitted plans in conceptual form only. Please address the following comments:

- A utility service agreement must be executed and in place with all fees paid prior to the issuance of a building permit. Fees shall be inclusive of, but not limited to water and sewer connection, inspection and availability fees.
- The point of connection for the new wastewater collection system shown on the site plans is currently a private system and will require a letter of acceptance from the owner of the system, on file with the City of Stuart prior to any new connections being made.
- Further review shall be required upon submittal of final engineered design drawings.

All construction pertinent to this Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and afore mentioned manuals, the most restrictive shall apply.

When road closures are required, all business and residents in the affected area shall be notified 48 hours in advance. The Stuart Police, Fire Rescue and Public Works Department shall be notified in writing no less than 48 hours in advance, with an advancement submitted to the local newspaper and radio station for public announcement of the closure.

All plans to be reviewed by this Department shall be routed through the Permit Technician in the Development Department. Approval by this department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.

April 12, 2004

- Sanitation (Size of receptacle to be determined by Sanitation Dept. 2 yard min.)
- Receptacle location and pad construction
- Access to receptacle

Prior to issuing CO this department requires:

- Restoration of Easement and/or Right of Way
- Backflow prevention device test report
- Release of Liens, Easements, DEP / SFWMD permits and Bill of Sale for any structures and/or appurtenances conveyed to the City
- Sealed as-built drawings and digital file with coordinate system in State Plane Coordinates: [NAD 83/90] signed by a Professional Surveyor and Mapper licensed in the State of Florida

3- Blue line

1-Mylar

1- Digital Auto-cad 14 or older

Project Name: Kingsport Estates

Project #:

City of Stuart Application #:

Description: 8.14 acre, 70 Unit residential development located on Central Parkway & SE Velazquez Ave.
 Applicant Contact: Peter Gousis, 220-2100, ext. 132

STATEMENT OF ESTIMATED SCHOOL DISTRICT IMPACT FROM PROPOSED DEVELOPMENT

The Florida State Constitution requires the School District to provide a seat for every student who wishes to attend a public school. However, new developments generate increased school facility and service needs that may be difficult for the school district to meet in a timely manner. The school district does not object to new developments but wishes that impacts from these developments be acknowledged. This form estimates the impact of this project on school facilities and constitutes the *Letter of No Objection* required under the 2003 Intergovernmental Agreement.

In acknowledgement of the impact on school resources from these developments and of the benefit gained specifically for the development by having quality schools, the School Board is seeking a land donation or a Contribution of Mutual Benefit (CMB) from each residential development applicant.

Estimated Impact on School Facility Needs:

Increase in Classrooms:

Elementary: 4 middle school: 2 High School: 24

Increase in Buses: Please see attachment

Additional Routes: 1

Land Donation: this project does not meet the criteria established for a land donation.

A developer meeting the site criteria may opt to provide a monetary contribution in lieu of land and all developers not meeting the criteria for a site donation are requested to make a Contribution for Mutual Benefit (CMB).
 A CMB for this project is \$ 229,800 based on the formula specified on the last page of this document.

Calculation of Impacts:**I. School Capacities Impacts:**

Using current Martin County School calculations of an estimated .25 students per unit (2003 School Impact Fee Study), the proposed development would add an estimated 18 students to the School District. For this number of students, 44.6% would be expected to be elementary school students, 24.2% would be expected to be middle school students and 31.2% would be expected to be high school students.

High School capacity in Martin County is reached when 95% of Student Stations are filled, Middle School at 90% and Elementary Schools at 100%; new schools should be considered when growth reaches 120% of existing school capacity. (FSREF).

Currently, district-wide high school capacity is 94.4% of planned capacity; district-wide Middle school capacity is 90.1%; and, district-wide elementary school capacity is 90.7 % of planned capacity.

The applicant's project would raise district-wide high school capacity to 94.5 %, middle school capacity to 90.2% and elementary school capacity to 90.8% of planned capacity.

Current school zone boundaries indicate that students generated from the proposed project would be expected to attend the following schools (this does not guarantee that students from this project will attend these schools):

J.D. Parker Elementary School is currently at 69 % Planned FISH capacity; the expected growth from proposed project would increase capacity to 75 % planned FISH capacity.

Stuart Middle School is currently at 109 % Planned FISH capacity; the expected growth from proposed project would increase capacity to 110% planned FISH capacity.

Martin County High School is currently at 109 % planned FISH capacity; the expected growth from proposed project would increase capacity to 110 % planned FISH capacity.

*Capacity figures are subject to change due to Class Size Reduction Amendment implementation and redistricting.
**FISH is the Florida Inventory of School Houses, state funding requirement.

II. Transportation Impacts:

Students, grade K-12, are eligible for bus transportation to their zoned school if they live more than two miles from that school. Students living within the two mile radius of the school may be provided transportation if they meet the conditions of School Board Rule 6Gx43-8.10, Hazardous Walking Conditions. (FS)

The proposed project falls within the 2 mile walking radius of an elementary school a middle school and a high school. (Please see attachment)

Current Number of Buses in use in affected school zones: 6. Each bus has a total capacity of 65 students.
 Page 104 of 269

School Board Rule 6Gx43-8.06 states that bus capacity cannot exceed 77% of total capacity for high school, 85% for middle school, and 100% for elementary school.

Bus Stops: Any entry point of the property where the student resides more than 1 1/2 miles from the nearest current bus stop is estimated to require a new bus stop (School Board Rule 6Gx43-8.04).

Bus Routes: The proposed project may necessitate 1 new route (Please see attachment)

III. Land Donation and Contributions of Mutual Benefits

Land Donation criteria: 50 + residential units; net project area greater than 100 acres; logical placement for a school

CMB calculations: Number of Dwelling Units = 70 x student generation rate¹ of .25 = 18 students
 Number of expected elementary Students² = 18 x 44.6% = 8 students
 Number of expected middle school students² = 18 x 24.2% = 4 students
 Number of expected high school students² = 18 x 31.2% = 6 students

Elementary School Land requirements = 8 students x 15 acres⁴ / 750 planned capacity³ = .16
 Middle School Land requirements = 4 students x 30 acres⁴ / 1200 planned capacity³ = 1
 High School Land requirements = 6 students x 50 acres⁴ / 1800 planned capacity³ = .168
 Total Land requirements (acres) = 1.33

Raw Land cost⁵: \$488,400

\$ 488,400 / 8.14 acres = \$60,000 per acre

\$ 60,000 x 1.33 acres = \$ 79,800
 \$ 60,000 x 2.5⁶ = \$ 150,000

Cost for improved Land:

Total Contribution in Lieu of land = \$ 229,800

(Cost per dwelling unit: 70 units / \$ CMB = \$ 3,282.86)

¹ Student Generation is based on School District Impact Fee Analysis, Technological Memorandum, 2002.

² Apportionment of total student population based on Impact Fee Update, 2002 and historical trends analysis.

³ Number of planned student stations in elementary, middle and high schools

⁴ Minimum site size for elementary, middle and high schools, By School Board policy and in current facilities list.

⁵ Market Land Value per Martin County Property Appraiser Assessment

⁶ Multiplier based on cost for improvements of roads, water and sewer

ATTACHMENTS: Dept of Transportation Director's letter and cost breakdown

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

PLACEMENT: Departmental		PRESET:
AGENDA ITEM DATES: MEETING DATE: 4/12/2005 COMPLETE BY: 3/16/2005		COUNTY ATTORNEY: 3/21/2005 DCA AND ACA: 3/28/2005
WORDING: ADOPT A REVISED ALIGNMENT FOR WILLOUGHBY BOULEVARD BETWEEN SR-714 (MONTEREY ROAD) AND SR-5 (US-1 / FEDERAL HIGHWAY)		
REQUESTED BY: Don G. Donaldson, P.E., Engineering Department Director / County Engineer	Engineering: Don G. Donaldson, P.E., Engineering Department Director / County Engineer	PREPARED BY: Lisa A. Wichser, P.E.
DOCUMENT(S) REQUIRING ACTION: Alignment		
QUASI-JUDICIAL: NO		

EXECUTIVE SUMMARY:

The proposed alignment of Willoughby Boulevard, between Monterey Road and US-1/Federal Highway, has been impacted by the City of Stuart purchase of property for conservation and water quality enhancement. The proposed alignment of Central Parkway has been impacted by private development. These impacts have caused staff to revisit the alignments, which were adopted in 1995, and to make an alternate recommendation. Discussions with City staff and adjacent property owners indicate that the most of the right-of-way north of SE San Jose Street can be made available at no cost to Martin County. Right-of-way acquisition will be necessary from properties adjacent to US-1 / Federal Highway and SE Alahambra Street (which will ultimately be renamed to SE Willoughby Boulevard).

BACKGROUND:

In August 1995, the Metropolitan Planning Organization adopted an alignment to extend the northern terminus of Willoughby Boulevard from its current terminus at SR-714 (Monterey Road) to SR-5 (US-1 / Federal Highway). The adopted alignment is in red shown on Exhibit 1. Note the alignment of Willoughby Boulevard required the re-alignment of a portion of Central Parkway, also shown in red on EXHIBIT 1. The Board of County Commissioners later entered into a contract with LBFH, Inc. for final design and permitting of the roadway, however, due to subsequent action by the Board of County Commissioners, the final design and permitting has been on hold since 1998.

The City of Stuart purchased property in the vicinity of the proposed roadway for conservation and development of a stormwater treatment area known as The Poppleton Creek Watershed Retrofit. As a result, the City's stormwater management consultant encouraged the City and County staff to minimize potential impacts to the environmentally sensitive lands near the Poppleton Creek riverbed along the west and central portion of the property. These lands were purchased with assistance from the Florida Communities Trust (FCT) funds; consequently, any conservation or development therein requires FCT approval.

Properties north and south of that portion of Central Parkway that required re-alignment have been developed. The property on the north is the Central Parkway Business Center. The property on the south is Central Parkway Professional Plaza. More recently, the owners of

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER ~~2036~~-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO REZONE AN 8.14 ACRE PROPERTY ON THE SOUTH SIDE OF S.E. CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST TO ESTABLISH THE KINGSFORT RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) FOR "KINGSFORT ESTATES"; DECLARING THE RPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; REVISING THE ZONING MAP ACCORDINGLY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, an application for the rezoning of an 8.14 acre property on the south side of S.E. Central Parkway approximately midway between its intersections with S. Kanner Highway to the west and U.S. Highway One to the east, hereinafter the "Property," to establish the Kingsport Residential Planned Unit Development (RPUD) for "Kingsport Estates" was properly filed on February 4, 2004 on behalf of the owner of the Property, being Kingsport Development of Stuart, LLC, a Florida limited liability corporation, by Lucido & Associates, hereinafter the "Owner"; and

WHEREAS, the City Commission held a properly noticed quasi-judicial hearing at its regular City Commission meeting on May 9, 2005 to consider the application for rezoning the Property to RPUD; and

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

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

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

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

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

SECTION 3: The Property is hereby rezoned to "Kingsport Residential Planned Unit Development" (RPUD). A development agreement that is consistent with the terms of this ordinance is hereby approved and shall be executed by the Owner and by the City and recorded in the Martin County, Florida public records.

SECTION 4: The RPUD zoning classification is consistent with the Comprehensive Plan of the City of Stuart, Florida.

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

SECTION 6:

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

1. The "Kingsport Estates Final Site Plan" prepared by Lucido & Associates, 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24, 2005.
2. The "Kingsport Estates Landscape Plan" prepared by Lucido & Associates, 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24, 2005.
3. The "Kingsport Estates Landscape Specifications" prepared by Lucido & Associates, 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24, 2005.
4. The elevations entitled "'7 Unit Building" including the "rear elevation" and the "front elevation," received by the City Development Department on April 8, 2005.
5. The unit floor plans entitled "Model A" including the "first floor" and the "second floor," received by the City Development Department on April 8, 2005.
6. The unit floor plans entitled "Model B" including the "first floor" and the "second floor," received by the City Development Department on April 8, 2005.
7. The unit floor plans entitled "Model C" including the "first floor" and the "second floor," received by the City Development Department on April 8, 2005.

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

8 SECTION 7: The rezoning of the Property is subject to the conditions of
9 development set forth in "Exhibit C" attached hereto and made a part hereof by reference.

10 SECTION 8: If the completion of construction or development pursuant to the
11 final development plan has not been accomplished as provided herein, or if the
12 developer has in any other manner failed as determined by the City Development
13 Director to comply with any term or condition of this PUD ordinance, no development
14 orders, building permits or certificates of occupancy will thereafter be issued by the City
15 in relation to any development activity within the PUD site. In such event the City
16 Development Director shall notify the developer of the alleged breach and of the time,
17 date and place of a hearing before the City Commission at which the developer may
18 appear and may contest the allegation of breach or explain the reason or reasons for
19 the breach.

20 In the event a breach is found to have occurred, the City Commission may
21 initiate the process to amend this PUD ordinance. In the event a breach is found to
22 have occurred, the City Commission may also direct that the City Development Director
23 initiate the process to rezone the PUD property or any portion of the PUD property.

Any breach of any provision or condition of this PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided therefor in this PUD ordinance, as well as any other remedies provided in this subsection. Any breach of any provision or condition of this PUD ordinance by the developer shall also be considered a zoning violation subject to the jurisdiction of the City Codes Enforcement Board.

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

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

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

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

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

PASSED on first reading this 9th day of May, 2005.

ADOPTED on second and final reading this ____ day of _____, 2005.

ATTEST:

CHERYL WHITE
CITY CLERK

MICHAEL J. MORTELL
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY

EXHIBIT A**KINGSPORT ESTATES - LEGAL DESCRIPTION**

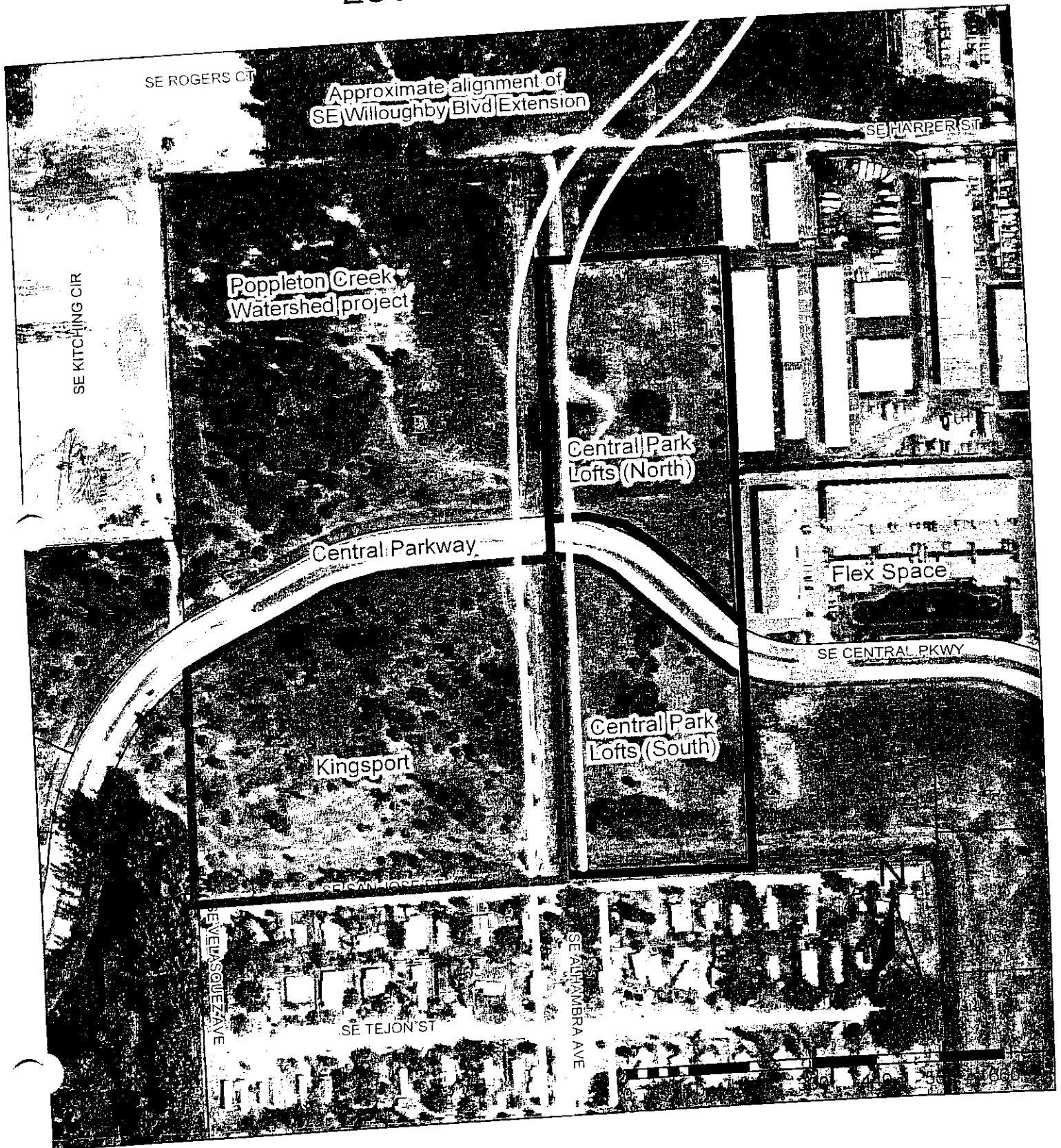
A parcel of land lying in Section 9, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter of the Southwest quarter of said Section 9; thence South $00^{\circ}22'03''$ West along the East line of said Southwest quarter a distance of 746.37 feet to a point on the South right-of-way of Central Parkway and the POINT AND PLACE OF BEGINNING; thence continuing South $00^{\circ}22'03''$ West a distance of 580.16 feet to a point on the North right-of-way of San Jose Street; thence North $89^{\circ}16'18''$ West a distance of 660.71 feet to a point; thence North $00^{\circ}21'26''$ East a distance of 414.03 feet to a point of curve and the South right-of-way of Central Parkway, said curve being concave to the South having a radius of 445.00 feet, a central angle of $10^{\circ}59'51''$; thence in a clockwise direction along the arc of said curve and right-of-way a distance of 85.41 feet to a point; thence North $66^{\circ}34'15''$ East a distance of 204.53 feet to a point of curve, said curve being concave to the South, having a radius of 445.00 feet, a central angle of $23^{\circ}49'37''$; thence in a clockwise direction along the arc of said curve a distance of 185.06 feet to a point; thence South $89^{\circ}36'08''$ East continuing along said South right-of-way a distance of 219.46 feet to the POINT AND PLACE OF BEGINNING.

Containing 8.14 acres, more or less.

Parcel Control No.: 09-38-41-000-000-00540-2

Kingsport Major amendment to Central Park RPUD Location Map



Kingsport Conditions

Exhibit C

- 1) The project shall adhere to the Final Site Plan (project number 1910) prepared by Lucido and Associates and dated 3.24.05 as revised.
- 2) The project shall adhere to the Landscape Plan (project number 1910) prepared by Lucido and Associates and dated 3.24.05 as revised.
- 3) The project shall adhere to the Building Elevations (D7) and Model A, Model B and Model C floor plans, as revised.
- 4) All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corp of Engineers, Florida Department of Transportation shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit.
- 5) The development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - i. Site Plan construction approval;
 - ii. The issuance of building permits to commence construction; and
 - iii. Pays all applicable impact and permit fees.
- 6) All necessary City departments shall review and approve the final site plan construction drawings proposal prior to the issuance of any Development Permits.
- 7) Final site plan construction drawings shall be reviewed and approved by the City's civil engineer.
- 8) Proposed landscaping in the SE Central Parkway median shall be preserved and maintained by the developer and/or home owner's association in perpetuity.
- 9) In addition to landscaping in the SE Central Parkway, median improvements shall consist of irrigation, installation of a "D" curb, and up lighting. Final plans shall be reviewed and approved by all necessary City departments prior to the issuance of a development permit.
- 10) Developer agrees to pay their fair share into the City's SE Central Parkway Street Lighting Program.
- 11) Any existing sidewalks damaged along SE Central Parkway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.
- 12) In order to monitor the proper installation of materials, material quality and long term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum

of two years after site development. In addition, a performance bond in the amount of 25% of the fair market value of landscape material shall be provided to the City prior to the issuance of a Certificate of Occupancy for the last building to guarantee material replacement and maintenance. The security will be held for two years.

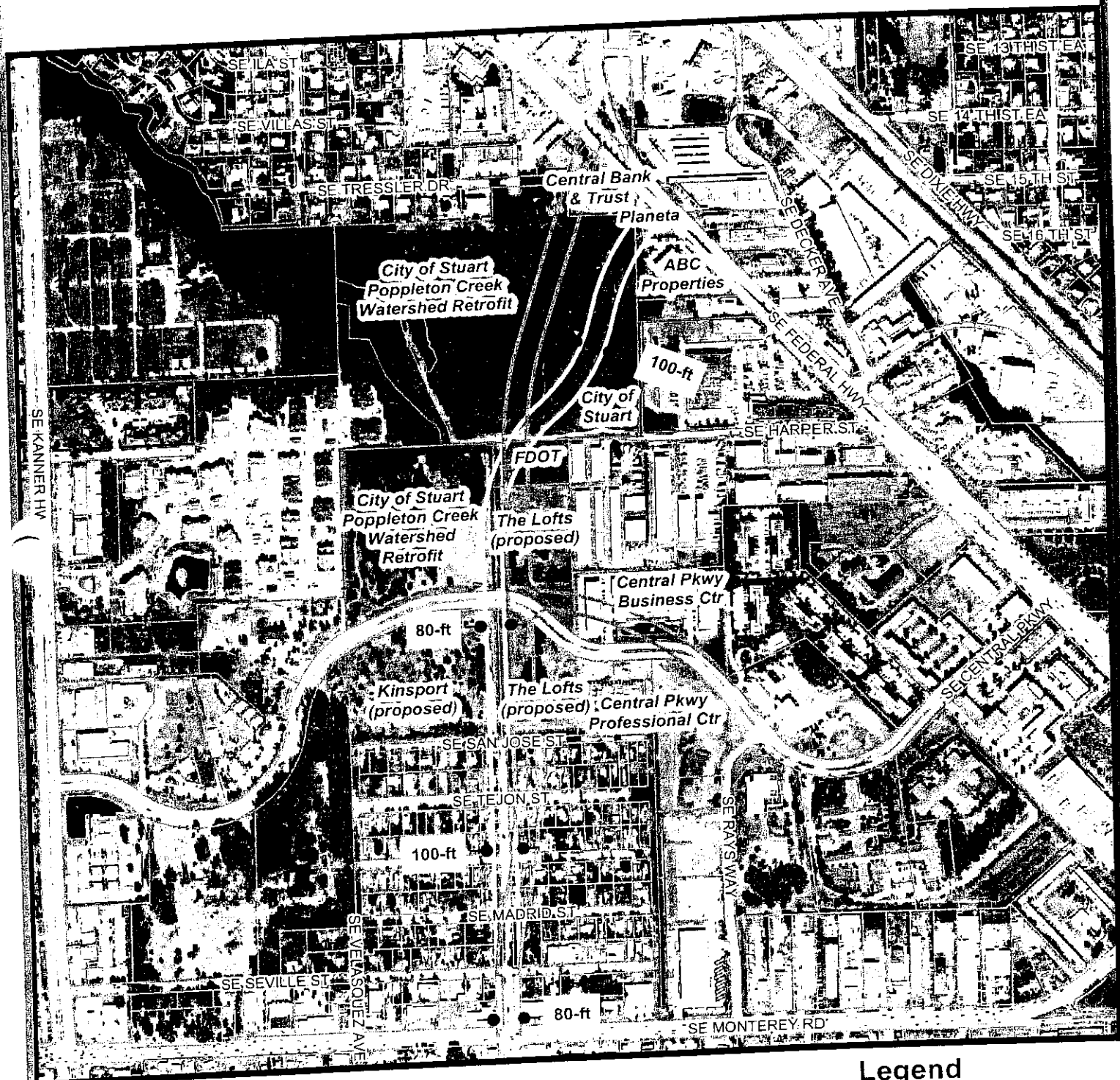
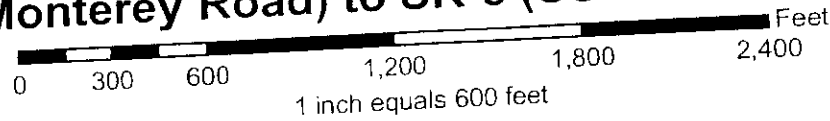
- 13) The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to the issuance of a Certificate of Occupancy. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.
- 14) All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.
- 15) "Hat racking" of trees is prohibited on the property.
- 16) A Landscape Maintenance Agreement, executed in accordance with the City Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy for the last building.
- 17) Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed 15' (fifteen feet) in height. The light poles shall be painted black and shall be decorative. The lighting shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2 foot candles as measured from the common boundary.
- 18) Timetable for development shall be as follows:

The first building permit shall be submitted no later December 31, 2006 and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2008.
- 19) The Sales trailer shall be Department of Community Affairs (DCA) Certified. The Sales trailer requires a separate building permit.
- 20) Abandoned vehicles, boats, trucks over one ton capacity, and recreational vehicles are prohibited on the property, with the exception of vehicles stored in a home owner's garage. Recreational vehicles and trucks over one ton capacity may be permitted for a limited period of time not to exceed a nonconsecutive 24 hour day period.
- 21) A City Home Occupational License shall be the only type of business permitted on the property.
- 22) Construction activity shall be limited to 7:00 am to 6:00 pm Monday thru Friday and 8:00 am to 6:00 pm Saturday thru Sunday. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
- 23) Construction access shall be limited to SE Central Parkway and posted accordingly.

- 24) Loading areas, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.
- 25) Where practicable, all enclosed mechanical equipment shall be painted either black or dark green or any other color subject to approval by the City Development Director.
- 26) Street furniture, Cabanas, bike racks, and any other outdoor amenity provided on-site shall be of high quality and aesthetically pleasing appearance.
- 27) Club house and pool amenities shall remain in perpetuity within the project.
- 28) Billboards are prohibited on the property.
- 29) Any modifications to the Master & Final Development Plan, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks; building location; parking size, location and number; drainage areas; and location of landscaping shall require further approval by the City Commission via a public hearing.
- 30) A subdivision plat shall be approved by the City Commission prior to the issuance of a certificate of occupancy and shall be recorded in the public records of Martin County prior to the transfer or lease of any units.
- 31) The developer agrees to contribute its fair share in the amount of \$ 50,000 or a sum determined through fair share apportionment whichever is the lower to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No.1 at the time of final site construction plan approval and prior to the release of any building permits.
- 32) The developer agrees to contribute its fair share in the amount of \$20,000 to the Poppleton Creek Watershed Project fund at the time of final site construction plan approval and prior to the release of any building permits.
- 33) Individual pools, enclosures and building additions located within town-home lots are prohibited on the property, except screen enclosures of the patio area may be allowed over the initially constructed patio area of the unit to which it is attached and subject to obtaining the required permits.
- 34) The developer and/or association agrees to dedicate to The City of Stuart the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of SE Willoughby Boulevard within 30 days of the City's request for same.
- 35) The association will incorporate a deed restriction relating to the placement of waste bins within the property.

- 36) The developer agrees to contribute \$800 per residential unit (\$53,600 aggregate) or a lower amount to be determined by a calculation formula to be agreed and adopted by the City in co-ordination with the Martin County School District in respect of a contribution of mutual benefit (CMB) at the time of final site construction plan approval and prior to the release of any building permits
- 37) The developer agrees to co-ordinate with the Martin County School District regarding the possibility of the provision of a school bus stop at the development prior to final building plan approval.
- 38) Irrigation of landscaping materials on the site shall not utilize water extraction from a well source, and be as far as possible from the use of a non-potable water supply.

Proposed Extension of Willoughby Boulevard SR-714 (Monterey Road) to SR-5 (US-1/Federal Highway)



Legend

1995 Adopted

2005 Recommended

Parcel Boundary

Page 3

EXHIBIT 1

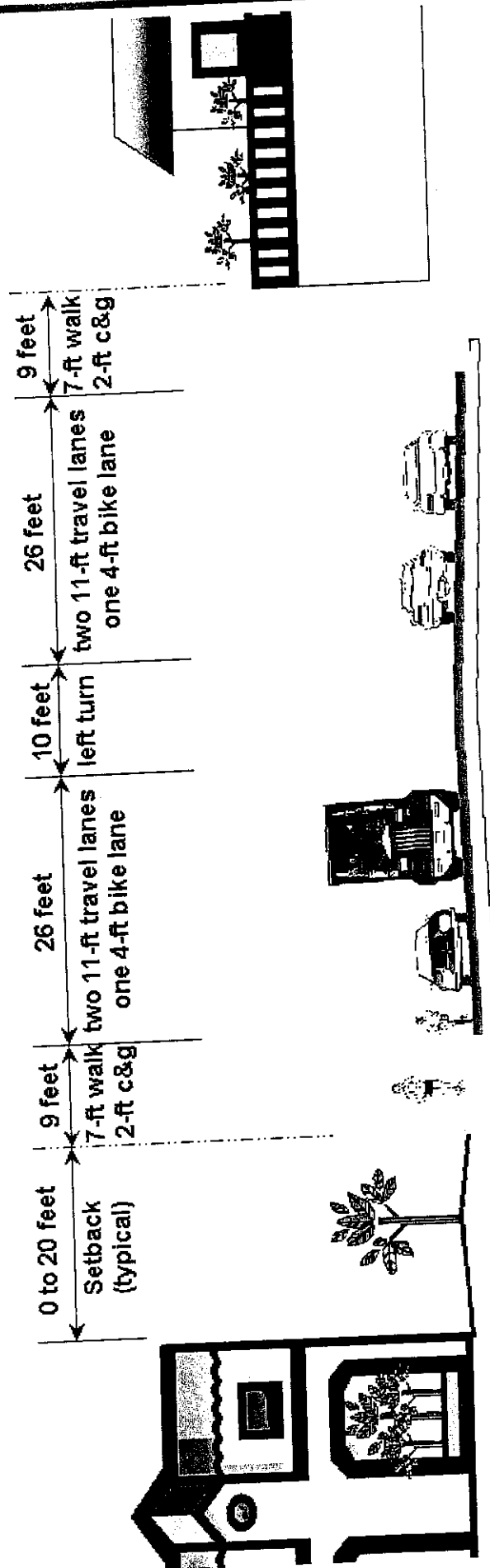
Disclaimer
This Geographic Information System Map Product, received from Martin County
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and implied warranties, including but not limited to the implied warranties of
merchantability and fitness for a particular purpose. The COUNTY does not
warrant, guarantee, or make any representations regarding the use, or the
results of the use, of the information provided to you by the COUNTY in terms of
correctness, accuracy, reliability, timeliness or otherwise. The entire risk as
to the results and performance of any information obtained from the COUNTY is
entirely assumed by the user.

Item # 800-1019 Version 1.19 - 3/29/2005 10:16:50

Proposed Extension of Willoughby Boulevard

**80-foot Right-of-Way
Monterey Road to Seville Street
San Jose Street to Central Parkway**

ULTIMATE TYPICAL SECTION



This Geographic Information System Map Product, received from Martin County, NC, is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express or implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The use of the product, guarantee, or information provided is provided by you, the COUNTY in terms of the results, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by you.

Prepared by:

Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996
772-288-1980

[blank space above line reserved for recording data]

KINGSPORT ESTATES
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2005, by and between KINGSPORT DEVELOPMENT OF STUART, LLC, a Florida limited liability company, hereinafter referred to as "OWNER", and the CITY OF STUART, a Florida municipal corporation, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, OWNER is the fee simple title holder of the property situated in Martin County, Florida, and more particularly described in **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, it is the desire of OWNER to develop a Planned Unit Development (hereinafter sometimes referred to as "PUD") to be known as **KINGSPORT ESTATES** consisting of common areas, sewage, irrigation and water treatment lines and appurtenances thereto, recreational facilities, private streets and parking facilities, street lighting, and a private multi-family residence subdivision consisting of 67 townhomes, together with accessory buildings and other related improvements and facilities; and

WHEREAS, an association will be formed to provide for the maintenance of the roads, streets, rights-of-way and common areas within Kingsport Estates (hereinafter the "ASSOCIATION"); and

WHEREAS, this type of consolidated development is permitted in the CITY subject to a PUD Agreement; and

WHEREAS, it is the desire of the CITY to encourage this form of development.

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

1. **UNIFIED CONTROL.**

The OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all real property included in this PUD. Documents certifying title are attached hereto and incorporated herein as **Exhibit B**. A Covenant of Unified Control by the OWNER is attached hereto and incorporated herein as **Exhibit C**.

2. **DEVELOPMENT.**

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

- 2.1. The final development plan approved by the CITY, a reduced copy of which is attached hereto as **Exhibit D** and by reference made a part hereof. Approval of the final development plan shall authorize the OWNER to submit subdivision plats in accordance with the terms and conditions of the approved final development plan.
- 2.2 The subdivision plats to be approved by the CITY in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

- 2.3. The Timetable for Development as shown in **Exhibit E**, attached hereto and by reference made part hereof.
- 2.4. The conditions and requirements agreed to by the CITY and the OWNER as set forth in **Exhibit F**, attached hereto and by reference made a part hereof.
- 2.5. Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

3. VESTED RIGHTS.

The OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the approved final development plan and the subdivision plats, hereinafter sometimes collectively referred to as development orders.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS.

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Kingsport Estates (hereinafter the "COVENANTS AND RESTRICTIONS"), which shall be submitted as part of the application for plat approval. As part of said Covenants and Restrictions, the ASSOCIATION will be established for the maintenance, operation and management of the common areas as defined therein. The common areas in the PUD shall be designated as such and shown on the approved final development plan and subdivision plats. The Covenants and Restrictions shall be in conformity with such laws, ordinances and regulations as may be in effect at the time of the approval of the plat.
- 4.2 Except for conveyances to governmental entities, it shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument

which does not contain the Covenants and Restrictions or incorporate them by reference thereto.

- 4.3 The ASSOCIATION shall not be dissolved nor shall it dispose of any common areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the common areas, without first receiving approval of the CITY. The CITY, as a condition precedent to the dissolution or disposal of common areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.
- 4.4 In the event that the CITY determines that the ASSOCIATION (or any successor organization) has failed at any time to maintain the common areas of the PUD in reasonable order and condition in accordance with the approved development orders and applicable laws, ordinances, and regulations, then the CITY shall serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the common areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the CITY at a specified time [at least ten (10) days but not more than thirty (30) days after the sending of such notice] either to contest the alleged failure to maintain the common areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the CITY may allow, then the CITY, in order to preserve the taxable values of the

real property within the Planned Unit Development and to prevent the common areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the CITY entering upon such common areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within the PUD and shall be published in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing, the CITY may determine that it is advisable for the CITY to enter upon such common areas, take nonexclusive possession of them and maintain them, according to CITY standards, for one (1) year. Such entry, possession and maintenance shall not be deemed a trespass when done in accordance with the above procedures. In no event shall any such entry, possession and maintenance be construed to give the public or the CITY any right to use the common areas.

- 4.5 The CITY may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such common areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of such maintenance by the CITY shall be assessed ratably against the real properties within the PUD, the owners of which have the right to the use and enjoyment of the common areas and shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefor.

5. DESTRUCTION.

In the event that all or a portion of the PUD should be destroyed by a storm, fire, or other common disaster, the OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved PUD Agreement, final development plan and subdivision plats.

6. CHANGE OR AMENDMENT.

There shall at all times be a strict adherence to the provisions of this Agreement and the approved development orders. Any change or amendment to the Agreement and/or the approved final development plan and subdivision plats shall only be made in accordance with Section 6.08.00.I., Change or Modification, Stuart Land Development Code.

7. BREACH OF AGREEMENT.

7.1 Development of Kingsport Estates shall at all times be in compliance with the PUD Agreement and the approved development orders. Failure to comply with a development order may result in the suspension of that development order, the cessation of CITY processing of all applications for development on the subject property and any associated phases, or termination of the development order pursuant to Section 6.08.00.J., Breach of Planned Unit Development Agreement, Stuart Land Development Code.

7.2 Any person, including the City Commission (hereinafter sometimes referred to as Commission) or any member of the City Commission, may file a complaint with the city manager alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been

disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 6.08.00.J., Breach of Planned Unit Development Agreement, Stuart Land Development Code.

7.3 In addition, pursuant to the provisions of Section 6.08.00.J., Breach of Planned Unit Development Agreement, Stuart Land Development Code, at such time as the City Commission becomes aware of a possible breach of the PUD Agreement, the Commission may schedule a public hearing on reconsideration of the development approval and its possible termination. In the event that the Commission determines that a breach of the PUD Agreement has occurred and voids the development order, the Commission may initiate an amendment to the Comprehensive Plan to cause the property to revert to its immediately pre-existing future land use designation or the most appropriate designation and rezone the property to a consistent zoning district. Following the termination of the PUD Agreement, all further CITY permitting associated with the voided approval shall cease.

7.4 The above provisions shall not be interpreted to provide an exclusive remedy, and CITY may pursue any appropriate remedy at law or equity in the event OWNER or its successors in interest fail to abide by the provisions of this Agreement.

8. JURISDICTION.

This Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this Agreement shall be instituted in Martin County, Florida.

9. SUCCESSORS AND ASSIGNS.

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

10. NOTICE.

Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

OWNER, Kingsport Development of Stuart, LLC
Attention: Joel D. Neiberg
10908 NW 67th Place
Parkland, Florida 33076

with a copy to:

Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard, Suite 200
Stuart, Florida 34996

CITY, City Manager
Stuart City Hall
121 SW Flagler Avenue
Stuart, Florida 34994

with required copy to:

City Attorney
Stuart City Hall
121 SW Flagler Avenue
Stuart, Florida 34994

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the

deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

11. ENTIRE AGREEMENT

This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

12. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. STATUTORY REFERENCES

Any references to laws, ordinances, codes or other regulations shall include any future amendments to such laws, ordinances, codes or regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date this Agreement was approved by the City Commission.

WITNESSES:

Print Name: _____

Print Name: _____

OWNER

KINGSPORT DEVELOPMENT OF STUART, LLC, a Florida limited liability company

BY: KINGSPORT DEVELOPMENT OF FLORIDA, LLC, a Florida limited liability company, Manager/Member

BY: _____
Joel D. Neiberg, Manager/Member

10908 NW 67th Place
Parkland, Florida 33076

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Joel D. Neiberg, Manager/Member, of Kingsport Development of Florida, LLC, a Florida limited liability company, Manager/Member of Kingsport Development of Stuart, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2005.

(NOTARIAL STAMP)

Notary Public
My commission expires:

ATTEST:

Cheryl White, Clerk

(COMMISSION SEAL)

CITY

CITY COMMISSION
STUART, FLORIDA

By: _____
Michael J. Mortell, Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

Carl V.M. Coffin, City Attorney

EXHIBIT A**KINGSPORT ESTATES - LEGAL DESCRIPTION**

A parcel of land lying in Section 9, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter of the Southwest quarter of said Section 9; thence South $00^{\circ}22'03''$ West along the East line of said Southwest quarter a distance of 746.37 feet to a point on the South right-of-way of Central Parkway and the POINT AND PLACE OF BEGINNING; thence continuing South $00^{\circ}22'03''$ West a distance of 580.16 feet to a point on the North right-of-way of San Jose Street; thence North $89^{\circ}16'18''$ West a distance of 660.71 feet to a point; thence North $00^{\circ}21'26''$ East a distance of 414.03 feet to a point of curve and the South right-of-way of Central Parkway, said curve being concave to the South having a radius of 445.00 feet, a central angle of $10^{\circ}59'51''$; thence in a clockwise direction along the arc of said curve and right-of-way a distance of 85.41 feet to a point; thence North $66^{\circ}34'15''$ East a distance of 204.53 feet to a point of curve, said curve being concave to the South, having a radius of 445.00 feet, a central angle of $23^{\circ}49'37''$; thence in a clockwise direction along the arc of said curve a distance of 185.06 feet to a point; thence South $89^{\circ}36'08''$ East continuing along said South right-of-way a distance of 219.46 feet to the POINT AND PLACE OF BEGINNING.

Containing 8.14 acres, more or less.

Parcel Control No.: 09-38-41-000-000-00540-2

EXHIBIT B**KINGSPORT ESTATES - OWNERSHIP CERTIFICATE**

I, Robert S. Raynes, Jr., a member of the Florida Bar, hereby certify that the record title to the property described in **Exhibit A** to that Planned Unit Development Zoning Agreement dated the ____ day of _____, 2005, by and between Kingsport Development of Stuart, LLC and the City of Stuart, is in the ownership of Kingsport Development of Stuart, LLC, a Florida limited liability company.

Dated this _____ day of _____, 2005.

By: _____
Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996

Florida Bar No.: _____

EXHIBIT C**KINGSPORT ESTATES - UNIFIED CONTROL**

The undersigned, being the OWNER of the property described in **Exhibit A** to the Planned Unit Development Zoning Agreement (PUD Agreement), dated the _____ day of _____, 2005, between Kingsport Development of Stuart, LLC, and the City of Stuart, does hereby covenant and agree that the property described in **Exhibit A** shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD Agreement, then each phase or portion of phase may be conveyed separately upon final development plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the City Commission may deem appropriate.

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

The undersigned further agrees that the conditions, restrictions and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the City Commission.

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

IN WITNESS WHEREOF, the OWNER has executed these presents on the date indicated below.

WITNESSES:

Print Name: _____

Print Name: _____

OWNER

KINGSPORT DEVELOPMENT OF STUART,
LLC, a Florida limited liability company

BY: KINGSPORT DEVELOPMENT OF
FLORIDA, LLC, a Florida limited liability
company, Manager/Member

BY: _____

Joel D. Neiberg, Manager/Member

Date: _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Joel D. Neiberg, Manager/Member, of Kingsport Development of Florida, LLC, a Florida limited liability company, Manager/Member of Kingsport Development of Stuart, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____
day of _____, 2005.

(NOTARIAL STAMP)

Notary Public

My commission expires:

EXHIBIT D

KINGSPORT ESTATES - FINAL DEVELOPMENT PLAN

Final development plan as approved by the City Commission to be attached as
Exhibit D.

EXHIBIT E

KINGSPORT ESTATES - TIMETABLE FOR DEVELOPMENT

- A. This development shall be constructed in accordance with this timetable of development.
- B. The first building permit shall be submitted no later than December 31, 2006, and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2008.
- C. Plat approval for the Kingsport Estates PUD must be obtained prior to the issuance of a certificate of occupancy and shall be recorded prior to the transfer or lease of any units.

EXHIBIT F**KINGSPORT ESTATES - SPECIAL CONDITIONS**

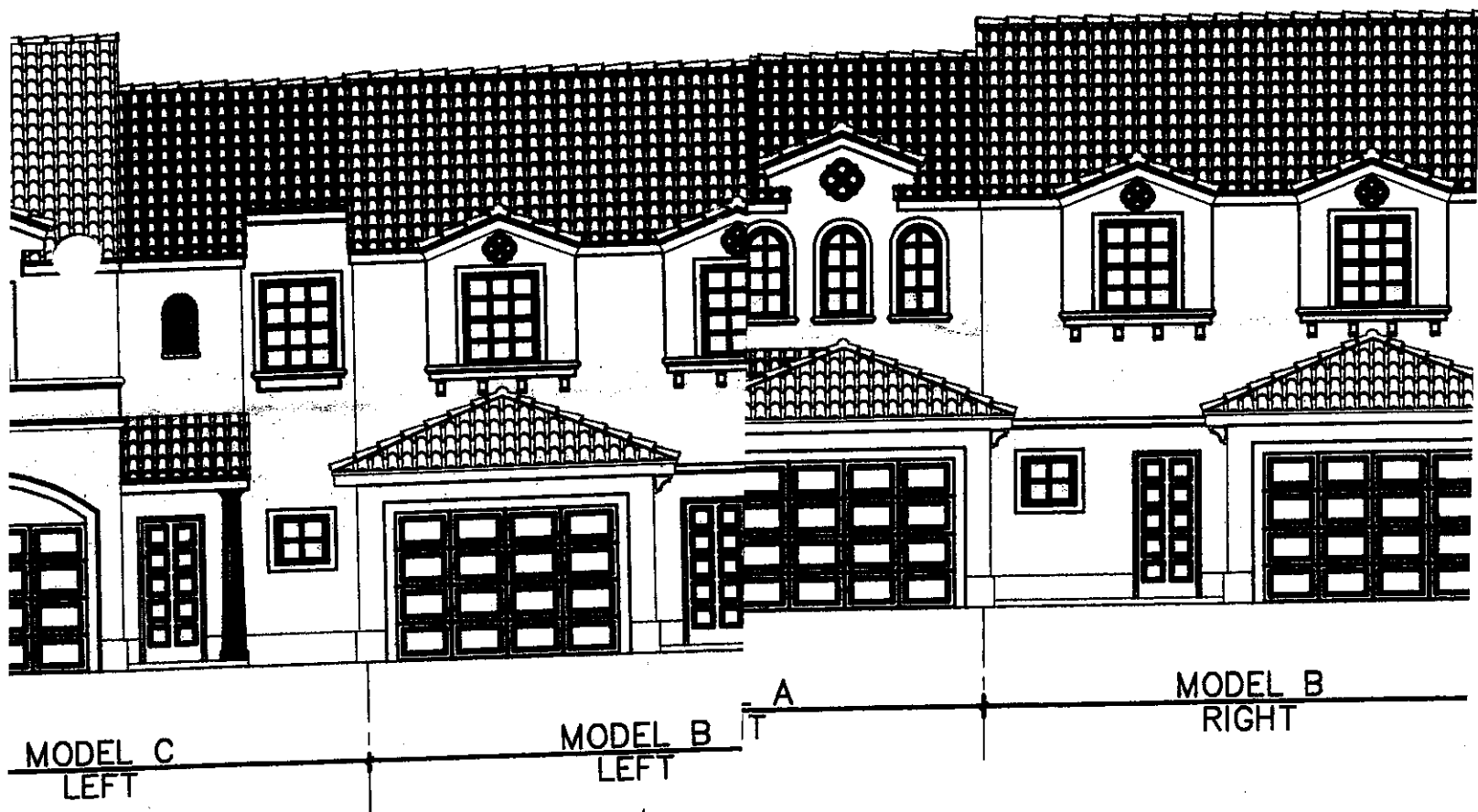
1. The project shall adhere to the Final Site Plan (project number 1910) prepared by Lucido & Associates and dated 3.24.05, as revised.
2. The project shall adhere to the Landscape Plan (project number 1910) prepared by Lucido & Associates and dated 3.24.05, as revised.
3. The project shall adhere to the Building Elevations (D7) and Model A, Model B and Model C floor plans, as revised.
4. All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corps of Engineers and Florida Department of Transportation, shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit.
5. The development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - a. Site plan construction approval;
 - b. The issuance of building permits to commence construction; and
 - c. Pays all applicable impact and permit fees.
6. All necessary City departments shall review and approve the final site plan construction drawings proposal prior to the issuance of any development permits.
7. Final site plan construction drawings shall be reviewed and approved by the City's civil engineer.
8. Proposed landscaping in the SE Central Parkway median shall be preserved and maintained by the developer and/or homeowner's association in perpetuity.
9. In addition to landscaping in the SE Central Parkway median, improvements shall consist of irrigation, installation of a "D" curb and up lighting. Final plans shall be reviewed and approved by all necessary City departments prior to the issuance of a development permit.
10. Developer agrees to pay their fair share into the City's SE Central Parkway Street Lighting Program.
11. Any existing sidewalks damaged along SE Central Parkway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.

12. In order to monitor the proper installation of materials, material quality and long-term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum of two years after site development. In addition, a performance bond or letter of credit in the amount of 25% of the fair market value of landscape material shall be provided to the City prior to the issuance of a Certificate of Occupancy for the last building to guarantee material replacement and maintenance. The security will be held for two years.
13. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to the issuance of a Certificate of Occupancy. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
14. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.
15. "Hat racking" of trees is prohibited on the property.
16. A Landscape Maintenance Agreement, executed in accordance with the City's Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy for the last building.
17. Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed fifteen feet (15') in height. The light poles shall be painted black and shall be decorative. The lighting shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2-foot candles as measured from the common boundary.
18. Timetable for development shall be as follows

The first building permit shall be submitted no later than December 31, 2006, and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2008.
19. The sales trailer shall be Department of Community Affairs (DCA) certified. The sales trailer requires a separate building permit.
20. Abandoned vehicles, trucks over one ton capacity, boats and recreational vehicles are prohibited on the property, with the exception of vehicles or boats stored in a home owner's garage. Recreational vehicles and trucks over one ton capacity may be permitted for a limited period of time not to exceed a nonconsecutive 24-hour day period.
21. A City Home Occupational License shall be the only type of business permitted on the property.

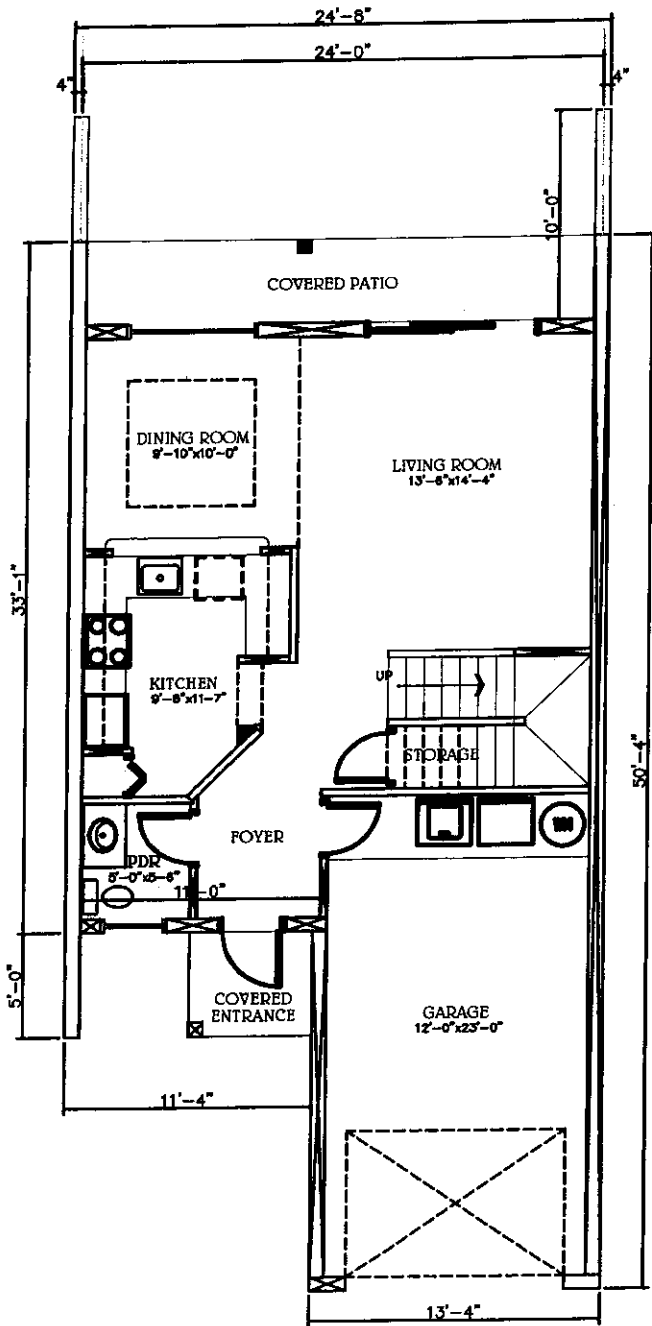
22. Construction activity shall be limited to 7:00 am to 6:00 pm Monday thru Friday and 8:00 am to 6:00 pm Saturday thru Sunday. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
23. Construction access shall be limited to SE Central Parkway and posted accordingly.
24. Loading areas or docks, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.
25. Where practicable, all enclosed mechanical equipment shall be painted either black or dark green or any other color subject to approval by the City Development Director.
26. Street furniture, cabanas, bike racks, and any other outdoor amenity provided on-site shall be of high quality and aesthetically pleasing appearance.
27. The clubhouse and pool amenities shall remain in perpetuity within the project.
28. Billboards are prohibited on the property.
29. Any modifications to the final development plan, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks, building location, parking size, location and number, drainage areas and location of landscaping shall require further approval by the City Commission via a public hearing.
30. A subdivision plat shall be approved by the City Commission prior to the issuance of a certificate of occupancy and shall be recorded in the public records of Martin County prior to the transfer or lease of any units.
31. The Developer agrees to contribute its fair share in the amount of \$50,000.00 or a sum determined through fair share apportionment whichever is the lower to a fund to provide a traffic signal at the intersection of Central Parkway and U.S. Highway No. 1 at the time of final site construction plan approval and prior to the release of any building permits.
32. Developer agrees to contribute its fair share in the amount of \$20,000.00 to the Poppleton Creek Watershed fund at the time of final site construction plan approval and prior to the release of any building permits.
33. Individual pools, enclosures and building additions are prohibited on the property, except that screen enclosures of the proposed patio area may be allowed over the initially constructed patio area subject to obtaining the required permits.
34. The Developer and/or Association agrees to dedicate to the City the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of Willoughby Boulevard within thirty days of the City's request for same.
35. The Association will incorporate a deed restriction relating to the placement of waste bins within the property.

36. The Developer agrees to contribute \$53,600.00 (\$800.00/unit), or a lower amount to be determined by a calculation formula to be agreed and adopted by the City in co-ordination with the Martin County School District in respect of a contribution of mutual benefit (CMB), prior to the issuance of a certificate of occupancy for each unit.
37. The Developer agrees to co-ordinate with the Martin County School District regarding the possibility of the provision of a school bus stop at the development prior to final building plan approval.
38. Irrigation of landscaping materials on the site shall not utilize water extraction from a well source, and be as far as possible from the use of a non-potable water supply.





RECEIVED
APR 03 2005

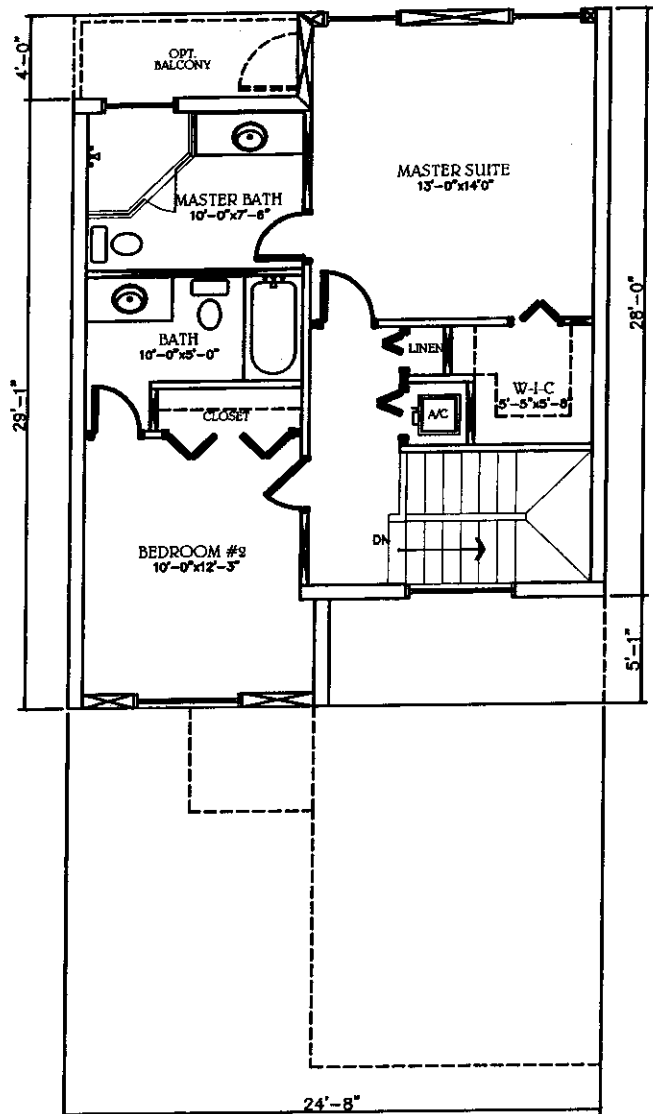


FIRST FLOOR

SCALE: NTA

AREA CALCULATIONS

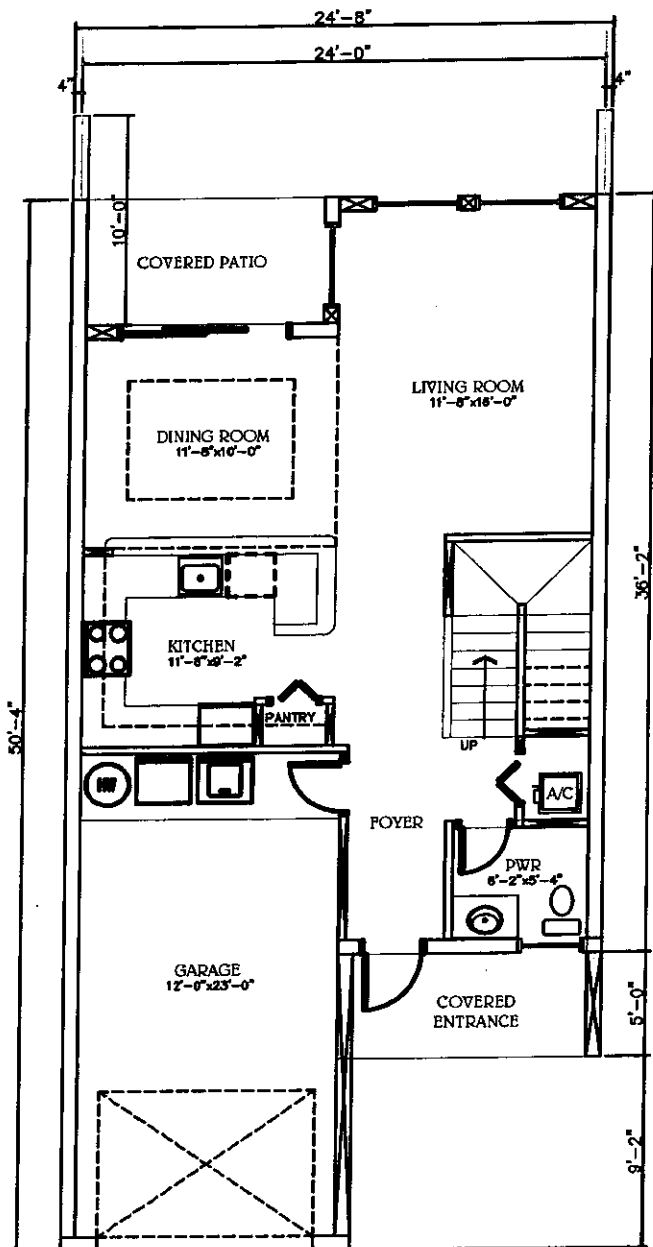
FIRST FLOOR - A/C	638 SQFT.
SECOND FLOOR - A/C	848 SQFT.
TOTAL - A/C	1283 SQFT.
GARAGE	276 SQFT.
COVERED ENTRY	28 SQFT.
COVERED PATIO	35 SQFT.
TOTAL UNDER ROOF	1600 SQFT.



SECOND FLOOR

SCALE: NTA

MODEL A

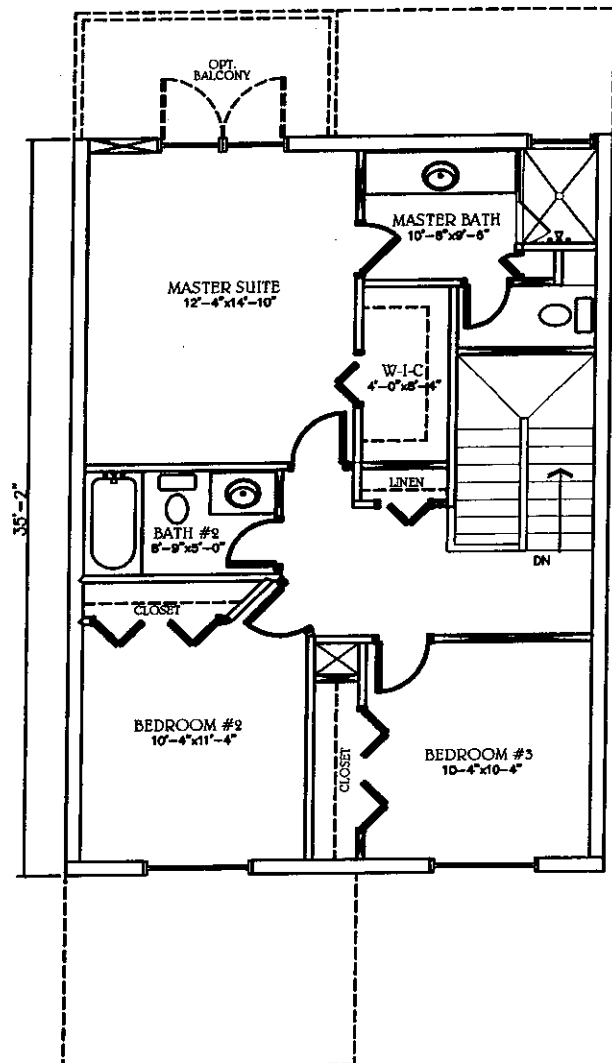


FIRST FLOOR

SCALE: N.T.S.

AREA CALCULATIONS

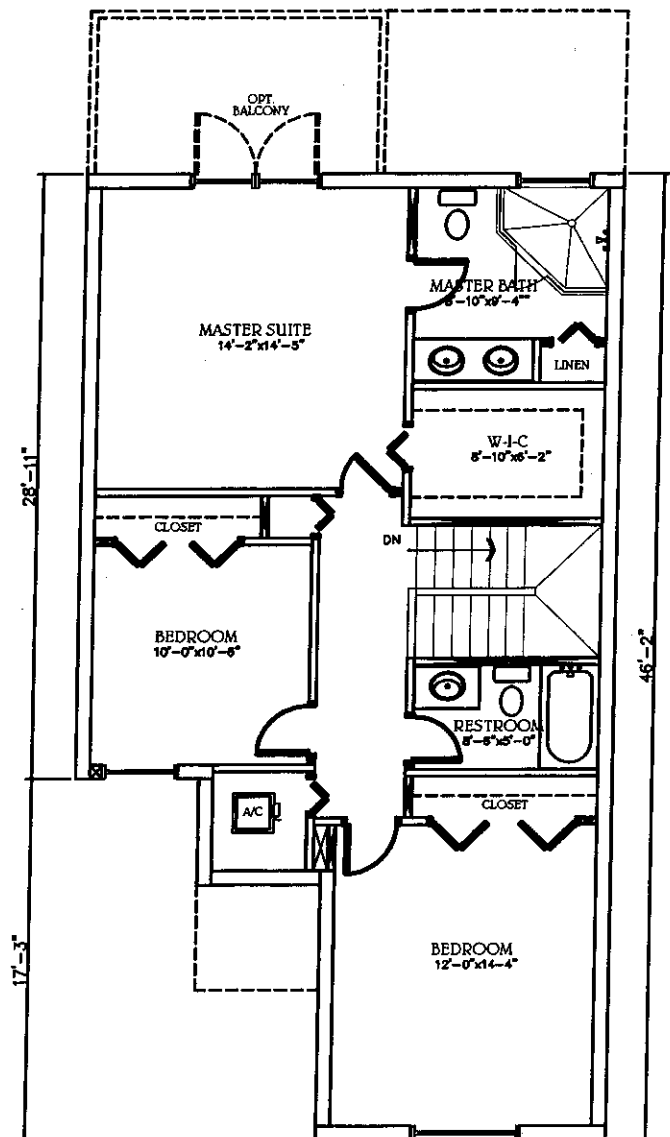
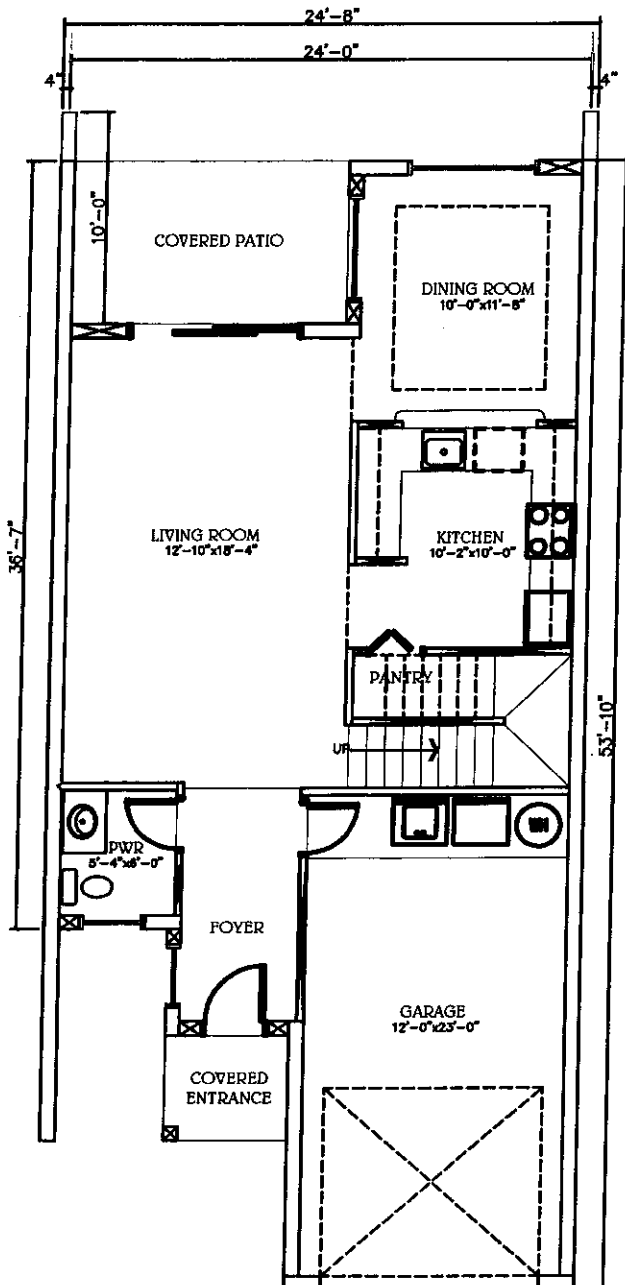
FIRST FLOOR - A/C	618 SQFT.
SECOND FLOOR - A/C	88 SQFT.
TOTAL - A/C	1518 SQFT.
GARAGE	276 SQFT.
COVERED ENTRY	33 SQFT.
COVERED PATIO	66 SQFT.
TOTAL UNDER ROOF	1569 SQFT.



SECOND FLOOR

SCALE: N.T.S.

MODEL B



FIRST FLOOR

SCALE: NTA

AREA CALCULATIONS	
FIRST FLOOR - A/C	281 SQ.FT.
SECOND FLOOR - A/C	280 SQ.FT.
TOTAL - A/C	561 SQ.FT.
GARAGE	216 SQ.FT.
COVERED ENTRY	56 SQ.FT.
COVERED PATIO	28 SQ.FT.
TOTAL UNDER ROOF	2,871 SQ.FT.

MODEL C

White, Cherie

From: Freeman, Kevin
Sent: Wednesday, April 27, 2005 9:48 AM
To: White, Cherie
Subject: RE: Kingsport

Set date at April 25 for 1st reading

I think that this will only require advert 10 days prior to second reading, which should be May 23.

The applicant has noticed to all within 300ft and placed a site notice – giving at least 15 days

Regards

Kev

-----Original Message-----

From: White, Cherie
Sent: Tuesday, April 26, 2005 4:02 PM
To: Freeman, Kevin
Subject: Kingsport

Kev: Please advise of any advertising required for this project prior to Public Hearing on 5/9/05. Do we have enough time???

*Cheryl/White, CMC
City Clerk
www.cityofstuart.com*

Please Note: Florida has a broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

4/27/2005

Ad?

14

CITY OF STUART
CITY COMMISSION
AGENDA ITEM

MEETING DATE: April 25, 2005

PREPARED BY: Kev Freeman
Senior Planner

TITLE OF ITEM: *Request to set a Public Hearing on May 9, 2005: for a Major amendment to The Central Park (Kingsport) Residential Planned Unit Development (RPUD) to approve:*

- 1) A Master Site Plan for 67 Town House units; and
- 2) A list of development conditions; and
- 3) Compliance with the Site Design Qualitative Development Design Standards; and
- 4) A timetable for development.

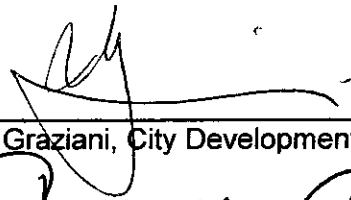
Property located at SE Central Parkway. Property owner/applicant: Kingsport Development of Florida, LLC. Representative: Lucido & Associates.

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

See attached documents.

- Location/Aerial

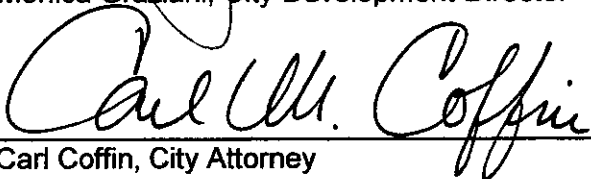
DEPARTMENT HEAD RECOMMENDATION:



Monica Graziani, City Development Director

4/19/05

Date



Carl Coffin, City Attorney

4/19/05

Date

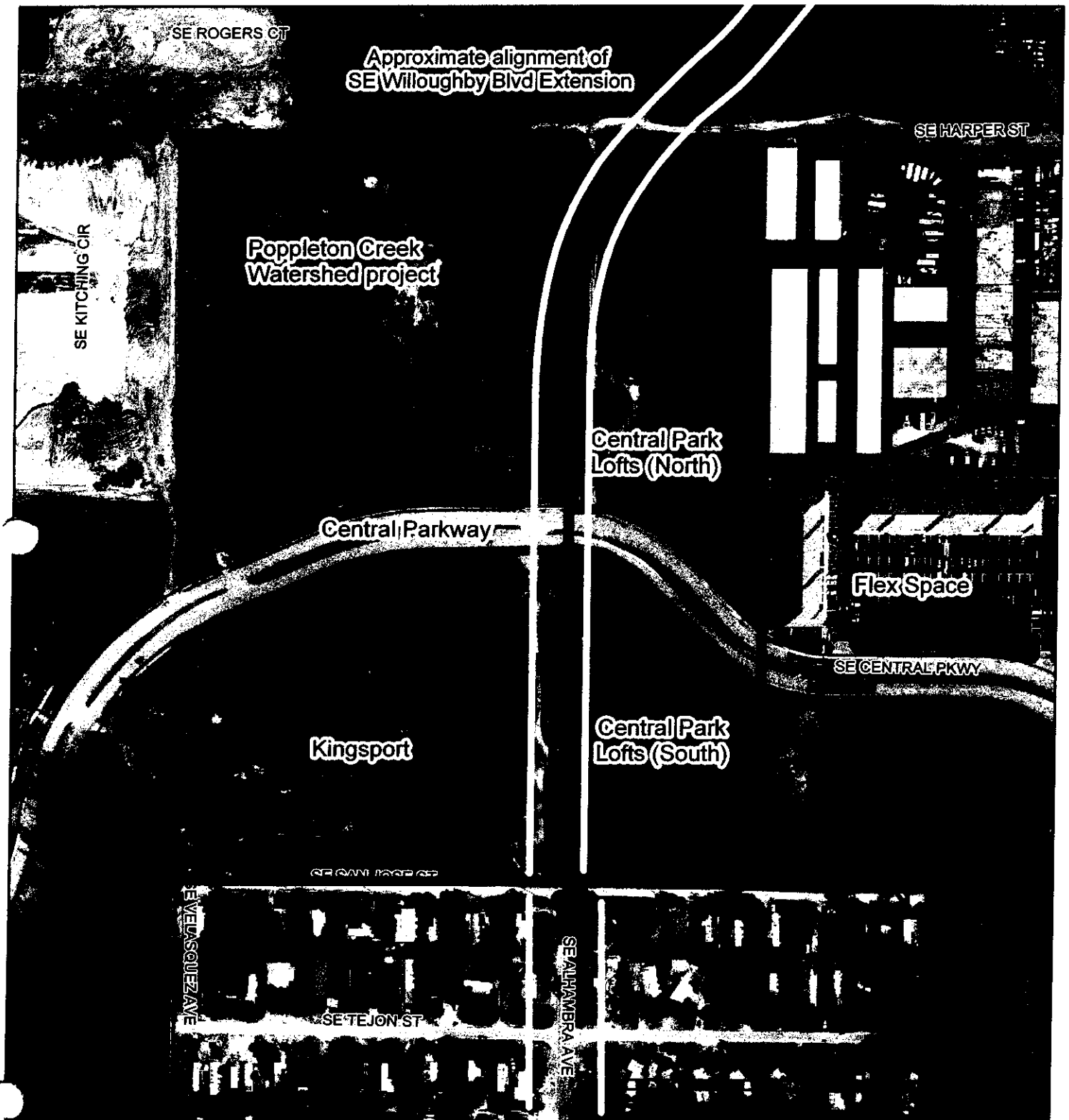


David Collier, City Manager

4/19/05

Date

Kingsport Major amendment to Central Park RPUD Location Map



AGENDA ITEM REQUEST

MEETING DATE: June 13, 2005 PREPARED BY: MARY GHIANULY

TITLE OF ITEM ORDINANCE 2036 -05: SECOND READING: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO REZONE AN 8.14 ACRE PROPERTY ON THE SOUTH SIDE OF S.E. CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST TO ESTABLISH THE KINGSFORT RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) FOR "KINGSFORT ESTATES", DECLARING THE RPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY' REVISING THE ZONING MAP ACCORDINGLY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AND EFFECTIVE DATE; AND FOR OTHER PURPOSES.

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

SEE ATTACHED PROPOSED ORDINANCE.

DEPARTMENT HEAD RECOMMENDED ACTION:

MOTION TO PASS PROPOSED ORDINANCE ON SECOND READING.

CITY ATTORNEY *MAJ*
David Collier
DAVID COLLIER
CITY MANAGER

DATE
6/2/05

DATE

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

Cherie White
City Clerk

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

Page 151 of 260
*Send Invoice
When Billed*

June 27, 2005

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

*Advertise Cost
\$72.90 + %*

Ordinance 2036-05 Rezone Kingsport

Please record the above-mentioned original documents and kindly return the original recorded documents to the City of Stuart, City Clerk to the address above.

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

Thank you,

Cherie White, CMC

Cherie White, CMC
City Clerk

Enc.



Our File Number: 27573.09000
Writer's Direct Dial Number: (772) 288-1980
Writer's E-Mail Address: cbortz@gunster.com

July 21, 2005

BY HAND DELIVERY

Ms. Cheryl White, City Clerk
City of Stuart, Florida
121 SW Flagler Avenue
Stuart, Florida 34994

Re: Kingsport Estates

Dear Cherie:

June 13, 2005, the City Commission approved the Kingsport Estates development. In accordance with the approval, enclosed herein for execution and recordation by the City is the Fourteenth Amendment to the Central Park Commercial and Residential Planned Unit Development Zoning Agreement for Kingsport Estates and the Kingsport Estates Planned Unit Development Zoning Agreement. Please advise if a recording fee is required and I will provide it. Thank you for your cooperation in this matter. Should you have any questions or if I may be of further assistance, please do not hesitate to contact me.

Sincerely,

Carolyn J. Bortz, CLA
Paralegal

Enclosure

cc: Monica Graziani (w/enc.)

Stuart 203816.1

INSTR # 1865226
 OR BK 02050 PG 0634
 RECORDED 08/18/2005 10:54:56 AM
 MARSHA EWING
 CLERK OF MARTIN COUNTY FLORIDA
 RECORDED BY C Burkey

Prepared by and return to:

Robert S. Raynes, Jr., Esquire
 Gunster, Yoakley & Stewart, P.A.
 800 SE Monterey Commons Blvd., Suite 200
 Stuart, Florida 34996
 (772) 288-1980

[blank space above line reserved for recording data]

**FOURTEENTH AMENDMENT TO CENTRAL PARK COMMERCIAL AND
 RESIDENTIAL PLANNED UNIT DEVELOPMENT ZONING AGREEMENT
 FOR KINGSPORT ESTATES**

THIS AGREEMENT, made and entered into this 13th day of June, 2005, by and between **KINGSPORT DEVELOPMENT OF STUART, LLC**, a Florida limited liability company, hereinafter referred to as "Owner", and the **CITY OF STUART**, a Florida municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, after appropriate notice, public hearing and approval, Stuart Land Associates, Ltd., a Florida limited partnership and City, on the 21st day of December, 1981, entered into a Commercial and Residential Planned Unit Development Zoning Agreement for the development of a project in the City of Stuart, Martin County, Florida, known as **CENTRAL PARK**, which Agreement is recorded in Official Records Book 539, Page 274, as amended by the First Amendment dated April 12, 1982, recorded in Official Records Book 554, Page 967, Second Amendment dated June 20, 1983, recorded in Official Records Book 576, Page 1375, Third Amendment dated July 23, 1984, recorded in Official Records Book 611, Page 825, and Fourth Amendment dated January 13, 1986, recorded in Official Records Book 664, Page 1093, all of the Public Records of Martin County, Florida, which Agreement is hereinafter referred to as the "**Central Park C&RPUD Agreement**"; and

WHEREAS, The Babcock Company, a Florida corporation, n/k/a Weyerhaeuser Real Estate Company, a Washington corporation, acquired all right, title and interest to a portion of the property subject to the Central Park C&RPUD Agreement, and caused the Agreement to be amended by the Fifth Amendment dated September 12, 1988, recorded in Official Records Book 789, Page 695, Sixth Amendment dated September 14, 1992, recorded in Official Records Book 977, Page 5, Seventh Amendment dated July 8, 1994, recorded in Official Records Book 1088, Page 1345, Eighth Amendment dated October 13, 1997, recorded in Official Records Book 1271, Page 648, Ninth Amendment (Ordinance Number 1661-99) dated February 22, 1999, recorded in Official Records Book 1375, Page 87, Tenth Amendment dated August 28, 2001, recorded in Official Records Book 1578, Page 1463, Eleventh Amendment dated July 22, 2002, recorded in Official Records Book 1665, Page 407, Twelfth Amendment dated February 25, 2003, recorded in Official Records Book 1745, Page 2804, and Thirteenth Amendment dated

June 14, 2004, recorded in Official Records Book 1911, Page 2454, all of the Public Records of Martin County, Florida, which Agreement is hereinafter referred to as the **“Weyerhaeuser C&RPUD Agreement”**; and

WHEREAS, Owner has acquired all right, title and interest to Parcel II of the Weyerhaeuser portion of the Central Park C&RPUD Agreement; and

WHEREAS, after appropriate notice, public hearing and approval, Owner desires to further amend the Central Park C&RPUD Agreement and the Weyerhaeuser C&RPUD Agreement to remove Parcel II from any and all Central Park and Weyerhaeuser PUD Agreements and Amendments thereto, delete all prior site plans, timetables and design standards for the property and repeal any and all other amendments in conflict with this amendment;

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

1. The above recitations are true and correct and incorporated herein by this reference.
2. Parcel II is hereby removed from the Central Park Commercial and Residential Planned Unit Development Zoning Agreement and the Weyerhaeuser Commercial and Residential Planned Unit Development Agreement and Amendments thereto and any and all conditions and requirements of said Agreements and Amendments thereto.
3. All prior site plans, timetables and design standards approved for Parcel II are hereby deleted and are of no further force and effect.
4. All Planned Unit Development Agreements and Amendments thereto or parts of Agreements and Amendments thereto in conflict with this Amendment or any part thereof are hereby repealed to the extent of such conflict.
5. All the terms and conditions of the Central Park Commercial and Residential Planned Unit Development Zoning Agreement and the Weyerhaeuser Commercial and Residential Planned Unit Development Agreement, as amended, which are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and entered into the day and year first written. The date of this Amendment shall be the date this Amendment was approved by the City Commission.

WITNESSES:

Elaine Rothberg
 Print Name: Elaine Rothberg

Lee A. Neiberg
 Print Name: Lee A. Neiberg

OWNER

KINGSPORT DEVELOPMENT OF STUART,
 LLC, a Florida limited liability company

BY: KINGSPORT DEVELOPMENT OF
 FLORIDA, LLC, a Florida limited liability
 company, Manager/Member

BY: Joel D. Neiberg
 Joel D. Neiberg, Manager/Member

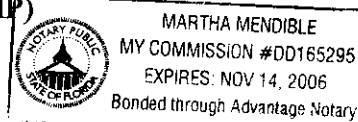
10908 NW 67th Place
 Parkland, Florida 33076

STATE OF FLORIDA
 COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Joel D. Neiberg, Manager/Member, of Kingsport Development of Florida, LLC, a Florida limited liability company, Manager/Member of Kingsport Development of Stuart, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 13
 day of July, 2005.

(NOTARIAL STAMP)



Joel D. Neiberg
 Notary Public
 My commission expires: Nov. 14th 2006

ATTEST:

Cheryl White
 Cheryl White, Clerk

(COMMISSION SEAL)

CITY

CITY COMMISSION
 STUART, FLORIDA

By: Michael J. Mortell
 Michael J. Mortell, Mayor

APPROVED AS TO FORM AND
 CORRECTNESS:

Stephen Fry
 Stephen Fry, Interim City Attorney

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

Cherie White
City Clerk

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

August 11, 2005

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

**RE; Fourteenth Amendment to Central Park C-R-PUD Kingsport &
Kingsport Estates Planned Unit Development Zoning Agreement**

Please record the above-mentioned original documents and kindly return the original recorded documents to the City of Stuart, City Clerk to the address above.

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

Thank you,

COPY
Cherie White CMC

Cherie White, CMC
City Clerk

Enc.



INSTR # 1865227
OR BK 02050 PG 0637
RECORDED 08/18/2005 10:54:56 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

Prepared by:

Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996
(772) 288-1980

[blank space above line reserved for recording data]

KINGSPORT ESTATES
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of June, 2005, by and between KINGSPORT DEVELOPMENT OF STUART, LLC, a Florida limited liability company, hereinafter referred to as "OWNER", and the CITY OF STUART, a Florida municipal corporation, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, OWNER is the fee simple title holder of the property situated in Martin County, Florida, and more particularly described in **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, it is the desire of OWNER to develop a Planned Unit Development (hereinafter sometimes referred to as "PUD") to be known as **KINGSPORT ESTATES** consisting of common areas, sewage, irrigation and water treatment lines and appurtenances thereto, recreational facilities, private streets and parking facilities, street lighting, and a private multi-family residence subdivision consisting of 67 townhomes, together with accessory buildings and other related improvements and facilities; and

WHEREAS, an association will be formed to provide for the maintenance of the roads, streets, rights-of-way and common areas within Kingsport Estates (hereinafter the "ASSOCIATION"); and

WHEREAS, this type of consolidated development is permitted in the CITY subject to a PUD Agreement; and

WHEREAS, it is the desire of the CITY to encourage this form of development.

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

1. **UNIFIED CONTROL.**

The OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all real property included in this PUD. Documents certifying title are attached hereto and incorporated herein as **Exhibit B**. A Covenant of Unified Control by the OWNER is attached hereto and incorporated herein as **Exhibit C**.

2. **DEVELOPMENT.**

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

- 2.1. The final development plan approved by the CITY, a reduced copy of which is attached hereto as **Exhibit D** and by reference made a part hereof. Approval of the final development plan shall authorize the OWNER to submit subdivision plats in accordance with the terms and conditions of the approved final development plan.
- 2.2. The subdivision plats to be approved by the CITY in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

- 2.3. The Timetable for Development as shown in **Exhibit E**, attached hereto and by reference made part hereof.
- 2.4. The conditions and requirements agreed to by the CITY and the OWNER as set forth in **Exhibit F**, attached hereto and by reference made a part hereof.
- 2.5. Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

3. VESTED RIGHTS.

The OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the approved final development plan and the subdivision plats, hereinafter sometimes collectively referred to as development orders.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS.

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Kingsport Estates (hereinafter the "COVENANTS AND RESTRICTIONS"), which shall be submitted as part of the application for plat approval. As part of said Covenants and Restrictions, the ASSOCIATION will be established for the maintenance, operation and management of the common areas as defined therein. The common areas in the PUD shall be designated as such and shown on the approved final development plan and subdivision plats. The Covenants and Restrictions shall be in conformity with such laws, ordinances and regulations as may be in effect at the time of the approval of the plat.
- 4.2 Except for conveyances to governmental entities, it shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument

which does not contain the Covenants and Restrictions or incorporate them by reference thereto.

- 4.3 The ASSOCIATION shall not be dissolved nor shall it dispose of any common areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the common areas, without first receiving approval of the CITY. The CITY, as a condition precedent to the dissolution or disposal of common areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.
- 4.4 In the event that the CITY determines that the ASSOCIATION (or any successor organization) has failed at any time to maintain the common areas of the PUD in reasonable order and condition in accordance with the approved development orders and applicable laws, ordinances, and regulations, then the CITY shall serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the common areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the CITY at a specified time [at least ten (10) days but not more than thirty (30) days after the sending of such notice] either to contest the alleged failure to maintain the common areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the CITY may allow, then the CITY, in order to preserve the taxable values of the

real property within the Planned Unit Development and to prevent the common areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the CITY entering upon such common areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within the PUD and shall be published in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing, the CITY may determine that it is advisable for the CITY to enter upon such common areas, take nonexclusive possession of them and maintain them, according to CITY standards, for one (1) year. Such entry, possession and maintenance shall not be deemed a trespass when done in accordance with the above procedures. In no event shall any such entry, possession and maintenance be construed to give the public or the CITY any right to use the common areas.

- 4.5 The CITY may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such common areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of such maintenance by the CITY shall be assessed ratably against the real properties within the PUD, the owners of which have the right to the use and enjoyment of the common areas and shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefor.

5. DESTRUCTION.

In the event that all or a portion of the PUD should be destroyed by a storm, fire, or other common disaster, the OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved PUD Agreement, final development plan and subdivision plats.

6. CHANGE OR AMENDMENT.

There shall at all times be a strict adherence to the provisions of this Agreement and the approved development orders. Any change or amendment to the Agreement and/or the approved final development plan and subdivision plats shall only be made in accordance with Section 6.08.00.I., Change or Modification, Stuart Land Development Code.

7. BREACH OF AGREEMENT.

7.1 Development of Kingsport Estates shall at all times be in compliance with the PUD Agreement and the approved development orders. Failure to comply with a development order may result in the suspension of that development order, the cessation of CITY processing of all applications for development on the subject property and any associated phases, or termination of the development order pursuant to Section 6.08.00.J., Breach of Planned Unit Development Agreement, Stuart Land Development Code.

7.2 Any person, including the City Commission (hereinafter sometimes referred to as Commission) or any member of the City Commission, may file a complaint with the city manager alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been

disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 6.08.00.J., Breach of Planned Unit Development Agreement, Stuart Land Development Code.

7.3 In addition, pursuant to the provisions of Section 6.08.00.J., Breach of Planned Unit Development Agreement, Stuart Land Development Code, at such time as the City Commission becomes aware of a possible breach of the PUD Agreement, the Commission may schedule a public hearing on reconsideration of the development approval and its possible termination. In the event that the Commission determines that a breach of the PUD Agreement has occurred and voids the development order, the Commission may initiate an amendment to the Comprehensive Plan to cause the property to revert to its immediately pre-existing future land use designation or the most appropriate designation and rezone the property to a consistent zoning district. Following the termination of the PUD Agreement, all further CITY permitting associated with the voided approval shall cease.

7.4 The above provisions shall not be interpreted to provide an exclusive remedy, and CITY may pursue any appropriate remedy at law or equity in the event OWNER or its successors in interest fail to abide by the provisions of this Agreement.

8. JURISDICTION.

This Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this Agreement shall be instituted in Martin County, Florida.

9. SUCCESSORS AND ASSIGNS.

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

10. NOTICE.

Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

OWNER, Kingsport Development of Stuart, LLC
Attention: Joel D. Neiberg
10908 NW 67th Place
Parkland, Florida 33076

with a copy to:

Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard, Suite 200
Stuart, Florida 34996

CITY, City Manager
Stuart City Hall
121 SW Flagler Avenue
Stuart, Florida 34994

with required copy to:

City Attorney
Stuart City Hall
121 SW Flagler Avenue
Stuart, Florida 34994

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the

deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

11. ENTIRE AGREEMENT

This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

12. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. STATUTORY REFERENCES

Any references to laws, ordinances, codes or other regulations shall include any future amendments to such laws, ordinances, codes or regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date this Agreement was approved by the City Commission.

WITNESSES:

Clarice Rothberg
Print Name: Clarice Rothberg

Lore A. Neiberg
Print Name: LORE A. Neiberg

OWNER

KINGSPORT DEVELOPMENT OF STUART, LLC, a Florida limited liability company

BY: KINGSPORT DEVELOPMENT OF FLORIDA, LLC, a Florida limited liability company, Manager/Member

BY: *Joel D. Neiberg*
Joel D. Neiberg, Manager/Member

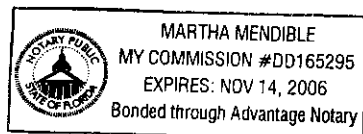
10908 NW 67th Place
Parkland, Florida 33076

STATE OF FLORIDA
COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Joel D. Neiberg, Manager/Member, of Kingsport Development of Florida, LLC, a Florida limited liability company, Manager/Member of Kingsport Development of Stuart, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of July, 2005.

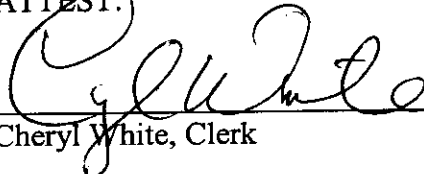
(NOTARIAL STAMP)



Joel D. Neiberg
Notary Public

My commission expires: Nov 14, 2006

ATTEST:


Cheryl White, Clerk

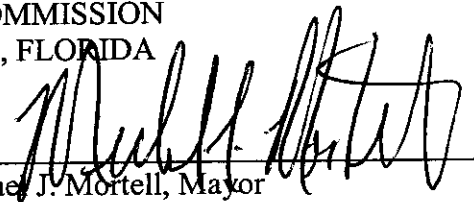
(COMMISSION SEAL)



CITY

CITY COMMISSION
STUART, FLORIDA

By:


Michael J. Mortell, Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

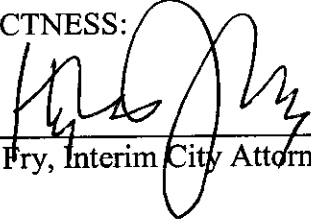

Stephen Fry, Interim City Attorney

EXHIBIT A**KINGSPORT ESTATES - LEGAL DESCRIPTION**

A parcel of land lying in Section 9, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter of the Southwest quarter of said Section 9; thence South $00^{\circ}22'03''$ West along the East line of said Southwest quarter a distance of 746.37 feet to a point on the South right-of-way of Central Parkway and the POINT AND PLACE OF BEGINNING; thence continuing South $00^{\circ}22'03''$ West a distance of 580.16 feet to a point on the North right-of-way of San Jose Street; thence North $89^{\circ}16'18''$ West a distance of 660.71 feet to a point; thence North $00^{\circ}21'26''$ East a distance of 414.03 feet to a point of curve and the South right-of-way of Central Parkway, said curve being concave to the South having a radius of 445.00 feet, a central angle of $10^{\circ}59'51''$; thence in a clockwise direction along the arc of said curve and right-of-way a distance of 85.41 feet to a point; thence North $66^{\circ}34'15''$ East a distance of 204.53 feet to a point of curve, said curve being concave to the South, having a radius of 445.00 feet, a central angle of $23^{\circ}49'37''$; thence in a clockwise direction along the arc of said curve a distance of 185.06 feet to a point; thence South $89^{\circ}36'08''$ East continuing along said South right-of-way a distance of 219.46 feet to the POINT AND PLACE OF BEGINNING.

Containing 8.14 acres, more or less.

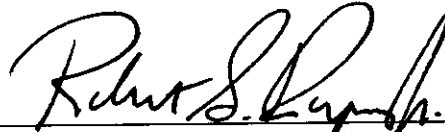
Parcel Control No.: 09-38-41-000-000-00540-2

EXHIBIT B**KINGSPORT ESTATES - OWNERSHIP CERTIFICATE**

I, Robert S. Raynes, Jr., a member of the Florida Bar, hereby certify that the record title to the property described in **Exhibit A** to that Planned Unit Development Zoning Agreement dated the 13th day of June, 2005, by and between Kingsport Development of Stuart, LLC and the City of Stuart, is in the ownership of Kingsport Development of Stuart, LLC, a Florida limited liability company.

Dated this 18th day of July, 2005.

By: _____



Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996
Florida Bar No.: 0124672

EXHIBIT C**KINGSPORT ESTATES - UNIFIED CONTROL**

The undersigned, being the OWNER of the property described in **Exhibit A** to the Planned Unit Development Zoning Agreement (PUD Agreement), dated the 13th day of June, 2005, between Kingsport Development of Stuart, LLC, and the City of Stuart, does hereby covenant and agree that the property described in **Exhibit A** shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD Agreement, then each phase or portion of phase may be conveyed separately upon final development plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the City Commission may deem appropriate.

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

The undersigned further agrees that the conditions, restrictions and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the City Commission.

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

IN WITNESS WHEREOF, the OWNER has executed these presents on the date indicated below.

WITNESSES:

Elaine Rothberg
 Print Name: Elaine Rothberg

Lois A. Neiberg
 Print Name: Lois A. Neiberg

OWNER

KINGSPORT DEVELOPMENT OF STUART,
 LLC, a Florida limited liability company

BY: KINGSPORT DEVELOPMENT OF
 FLORIDA, LLC, a Florida limited liability
 company, Manager/Member

BY: *Joel D. Neiberg*
 Joel D. Neiberg, Manager/Member

Date: 7/13/05

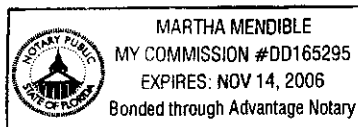
STATE OF FLORIDA
 COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Joel D. Neiberg, Manager/Member, of Kingsport Development of Florida, LLC, a Florida limited liability company, Manager/Member of Kingsport Development of Stuart, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

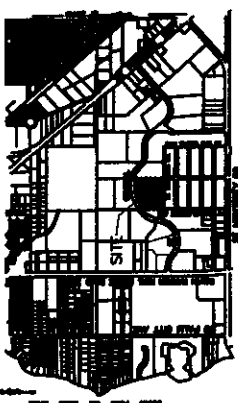
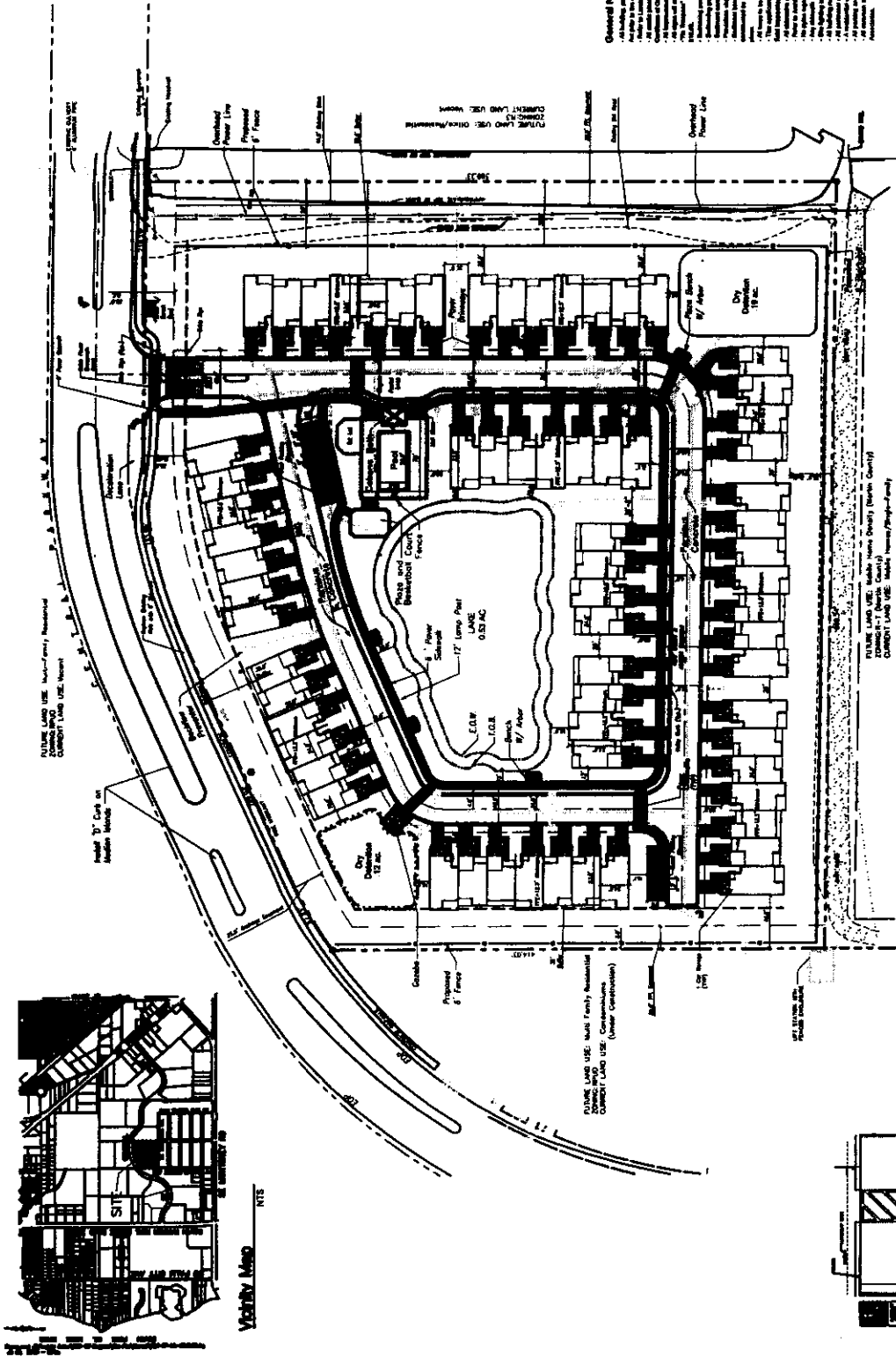
WITNESS my hand and official seal in the County and State last aforesaid this 13
 day of July, 2005.

(NOTARIAL STAMP)

Joel D. Neiberg
 Notary Public
 My commission expires: Nov. 14th 2006



KINGSPORT ESTATES - FINAL DEVELOPMENT PLAN



STUART N.T.S.



Lucido & Associates
Land Planning / Landscape Architecture
10000 N.W. 11th Avenue, Suite 100
Stuart, Florida 34997
Tel: 888-888-8888
Fax: 888-888-8888
www.lucidoassociates.com

Item	Description	Quantity	Unit	Notes
1	Site Plan	1	Set	As Shown
2	Site Plan	1	Set	As Shown
3	Site Plan	1	Set	As Shown
4	Site Plan	1	Set	As Shown
5	Site Plan	1	Set	As Shown
6	Site Plan	1	Set	As Shown
7	Site Plan	1	Set	As Shown
8	Site Plan	1	Set	As Shown
9	Site Plan	1	Set	As Shown
10	Site Plan	1	Set	As Shown
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General Notes:

1. The site plan is based on the information provided by the applicant and is not a guarantee of accuracy.
2. The site plan is subject to change without notice.
3. The site plan is not a contract.
4. The site plan is not a warranty.
5. The site plan is not a representation.
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Kingsport Estates
Master Plan
Stuart, Florida

1 of 1

Property Owner:
Kingsport Estates, LLC
10000 N.W. 11th Avenue, Suite 100
Stuart, Florida 34997
Tel: 888-888-8888
Fax: 888-888-8888
www.kingsportestates.com

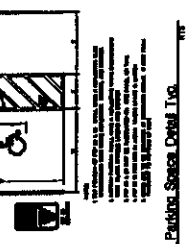
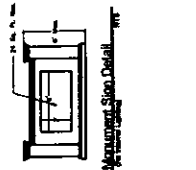
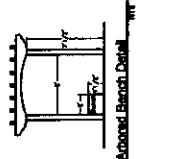
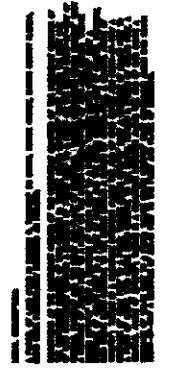


EXHIBIT E

KINGSPORT ESTATES - TIMETABLE FOR DEVELOPMENT

- A. This development shall be constructed in accordance with this timetable of development.
- B. The first building permit shall be submitted no later than December 31, 2006, and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2008.
- C. Plat approval for the Kingsport Estates PUD must be obtained prior to the issuance of a certificate of occupancy and shall be recorded prior to the transfer or lease of any units.

EXHIBIT F**KINGSPORT ESTATES - SPECIAL CONDITIONS**

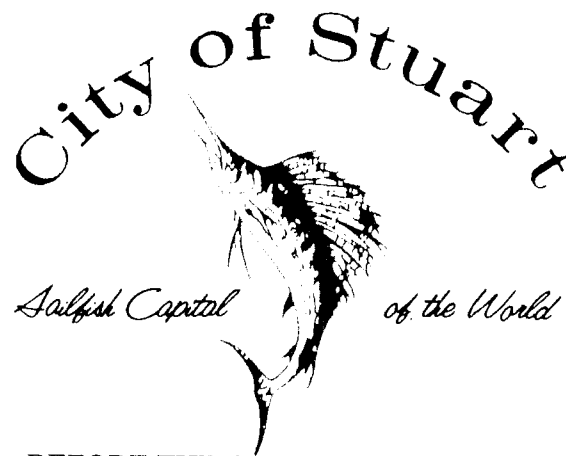
1. The project shall adhere to the Final Site Plan (project number 1910) prepared by Lucido & Associates and dated 5.23.05, as revised.
2. The project shall adhere to the Landscape Plan (project number 1910) prepared by Lucido & Associates and dated 5.23.05, as revised.
3. The project shall adhere to the Building Elevations (D7) and Model A, Model B and Model C floor plans, as revised.
4. All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corps of Engineers and Florida Department of Transportation, shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit.
5. The development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - a. Site plan construction approval;
 - b. The issuance of building permits to commence construction; and
 - c. Pays all applicable impact and permit fees.
6. All necessary City departments shall review and approve the final site plan construction drawings proposal prior to the issuance of any development permits.
7. Final site plan construction drawings shall be reviewed and approved by the City's civil engineer.
8. Proposed landscaping in the SE Central Parkway median shall be preserved and maintained by the developer and/or homeowner's association in perpetuity.
9. In addition to landscaping in the SE Central Parkway median, improvements shall consist of irrigation, installation of a "D" curb and up lighting. Final plans shall be reviewed and approved by all necessary City departments prior to the issuance of a development permit.
10. Developer agrees to pay their fair share into the City's SE Central Parkway Street Lighting Program.
11. Any existing sidewalks damaged along SE Central Parkway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.

12. In order to monitor the proper installation of materials, material quality and long-term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum of two years after site development. In addition, a performance bond or letter of credit in the amount of 25% of the fair market value of landscape material shall be provided to the City prior to the issuance of a Certificate of Occupancy for the last building to guarantee material replacement and maintenance. The security will be held for two years.
13. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to the issuance of a Certificate of Occupancy. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
14. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.
15. "Hat racking" of trees is prohibited on the property.
16. A Landscape Maintenance Agreement, executed in accordance with the City's Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy for the last building.
17. Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed fifteen feet (15') in height. The light poles shall be painted black and shall be decorative. The lighting shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2-foot candles as measured from the common boundary.
18. Timetable for development shall be as follows

The first building permit shall be submitted no later than December 31, 2006, and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2008.
19. The sales trailer shall be Department of Community Affairs (DCA) certified. The sales trailer requires a separate building permit.
20. Abandoned vehicles, trucks over one ton capacity, boats and recreational vehicles are prohibited on the property, with the exception of vehicles or boats stored in a home owner's garage. Recreational vehicles and trucks over one ton capacity may be permitted for a limited period of time not to exceed a nonconsecutive 24-hour day period.
21. A City Home Occupational License shall be the only type of business permitted on the property.

22. Construction activity shall be limited to 7:00 am to 6:00 pm Monday thru Friday and 8:00 am to 6:00 pm Saturday thru Sunday. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
23. Construction access shall be limited to SE Central Parkway and posted accordingly.
24. Loading areas or docks, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.
25. Where practicable, all enclosed mechanical equipment shall be painted either black or dark green or any other color subject to approval by the City Development Director.
26. Street furniture, cabanas, bike racks, and any other outdoor amenity provided on-site shall be of high quality and aesthetically pleasing appearance.
27. The clubhouse and pool amenities shall remain in perpetuity within the project.
28. Billboards are prohibited on the property.
29. Any modifications to the master and final development plans, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks, building location, parking size, location and number, drainage areas and location of landscaping shall require further approval by the City Commission via a public hearing.
30. A subdivision plat shall be approved by the City Commission prior to the issuance of a certificate of occupancy and shall be recorded in the public records of Martin County prior to the transfer or lease of any units.
31. The Developer agrees to contribute its fair share in the amount of \$50,000.00, or a sum determined through fair share apportionment whichever is the lower, to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No. 1 at the time of final site construction plan approval and prior to the release of any building permits.
32. Developer agrees to contribute its fair share in the amount of \$20,000.00 to the Poppleton Creek Watershed fund at the time of final site construction plan approval and prior to the release of any building permits.
33. Individual pools, enclosures and building additions located within townhome lots are prohibited on the property, except screen enclosures of the patio area may be allowed over the initially constructed patio area of the unit to which it is attached subject to obtaining the required permits.
34. The Developer and/or Association agrees to dedicate to the City of Stuart the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of SE Willoughby Boulevard within thirty days of the City's request for same.

35. The Association will incorporate a deed restriction relating to the placement of waste bins within the property.
36. The Developer agrees to contribute \$800.00 per residential unit (\$53,600.00 aggregate), or a lower amount to be determined by a calculation formula to be agreed and adopted by the City in co-ordination with the Martin County School District in respect of a contribution of mutual benefit (CMB), at the time of final site construction plan approval and prior to the release of any building permits.
37. The Developer agrees to co-ordinate with the Martin County School District regarding the possibility of the provision of a school bus stop at the development prior to final building plan approval.
38. Irrigation of landscaping materials on the site shall not utilize water extraction from a well source, and be as far as possible from the use of a non-potable water supply.



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 06-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A MINOR AMENDMENT TO THE "KINGSPORT RPUD AGREEMENT - MINOR PUD AMENDMENT" DESCRIBED IN ORDINANCE NO. 2036-05; PROVIDING FOR A REVISED TIMETABLE FOR DEVELOPMENT; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, on June 13, 2005 the City approved a Planned Unit Development Zoning Agreement between Kingsport Development of Stuart, LLC and the City of Stuart creating Kingsport Estates, a Residential Planned Unit Development, hereinafter the "PUD"; and

WHEREAS, the owner of the PUD property, Kingsport Development of Stuart, LLC, a Florida limited liability corporation, has requested that the PUD documents be amended in a manner which is consistent with the City Comprehensive Plan and is in harmony with surrounding properties and their anticipated development.

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

INSTR # 1985038
OR BK 02213 PG 0903
PG 0903 - 9057 (3pgs)
RECORDED 01/09/2007 03:55:36 PM
HANSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C BURKEY

Res. 06-07

SECTION 1: The City Commission hereby approves an amendment to the PUD documents to provide for a revised timetable for development. The applicant showed by substantial competent evidence that the amendment application is consistent with the Comprehensive Plan of the City and with the procedural requirements of the law.

SECTION 2: the conditions of PUD approval set forth in "Exhibit F" of Ordinance No. 2036-05 amended at condition #18 and at "Exhibit E" condition B of the Kingsport Planned Unit Development zoning agreement prepared by John Carmody, Jr of Gunster, Yoakley Stewart PA, are amended to provide an amended timetable of development, and as attached hereto as "Exhibit A."

SECTION 3: In all other respects and except as amended hereby, Ordinance No. 2036-05 shall remain in full force and effect.

This resolution shall take effect upon adoption.

ADOPTED this 8th day of January 2007.

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

MARY HUTCHINSON, MAYOR
JEFFREY KRAUSKOPF, VICE-MAYOR
MICHAEL MORTELL, COMMISSIONER
CAROL S. WAXLER, COMMISSIONER
JAMES A CHRISTIE, COMMISSIONER

YES	NO	ABSENT
☒	☐	☐
☒	☐	☐
☐	☐	☒
☒	☐	☐
☒	☐	☐

ATTEST:

Cheyl White
CHERYL WHITE
CITY CLERK

Mary Hutchinson
MARY HUTCHINSON
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

Paul J. Nicoletti
PAUL J. NICOLETTI, CITY ATTORNEY



Cheryl A. White
City Clerk

Kingsport RPUD

Resolution#06-07

Development Conditions

EXHIBIT A

Development Timetable:

1. Timetable for development shall be as follows:

The first building permit shall be submitted no later than December 31, 2007, and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2009.

2. Plat approval for the Kingsport Estates PUD must be obtained prior to the issuance of a certificate of occupancy and shall be recorded prior to the transfer or lease of any units.

4

CITY OF STUART, FL
CITY COMMISSION
AGENDA ITEM

MEETING DATE: December 11, 2006

PREPARED BY: Tom Reetz
Senior Project Planner

PROJECT NAME: Kingsport- Minor RPUD Text Amendment

TITLE OF ITEM: *Request to set a public hearing date* for January 8, 2007 to consider a minor RPUD text amendment application for a timetable extension.

Property Location: South side of Central Parkway (see location map)
Property Owner/Applicant: Kingsport Development of Florida LLC
Representative: Gunster, Yoakley P.A.

PROJECT SUMMARY:

See attached Document

➤ Location Map

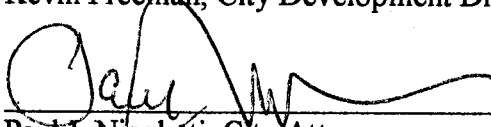
DEPARTMENT HEAD RECOMMENDATION:

Approve Set Date.



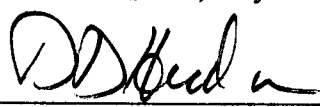
Kevin Freeman, City Development Director

December 1, 2006
Date



Paul J. Nicoletti, City Attorney

12-04-06
Date



Dan Hudson, City Manager

12/4
Date



DO
OVER
new submittal

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER# 03-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF STUART, FLORIDA TO APPROVE A MAJOR
AMENDMENT TO THE "KINGSPORT RPUD AGREEMENT -
MINOR PUD (TEXT) AMENDMENT" DESCRIBED IN
ORDINANCE NO. 2036-05; PROVIDING FOR A REVISED
TIMETABLE FOR DEVELOPMENT; AMENDING THE
CONDITIONS OF DEVELOPMENT ACCORDINGLY
PROVIDING AN EFFECTIVE DATE.

Page 183 of 269

WHEREAS, on June 13, 2005 the City approved a Planned Unit Development
Zoning Agreement between Kingsport Development of Stuart, LLC and the City of Stuart
creating Kingsport Estates, a Residential Planned Unit Development, hereinafter the "PUD"; and

WHEREAS, the owner of the PUD property, Kingsport Development of Stuart,
LLC, a Florida limited liability corporation, has requested that the PUD documents be amended
in a manner which is consistent with the City Comprehensive Plan and is in harmony with
surrounding properties and their anticipated development.

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

SECTION 1: The City Commission hereby approves an amendment to the PUD documents to
provide for a revised time table for development. The applicant showed by substantial competent
evidence that the amendment application is consistent with the Comprehensive Plan of the City
and with the procedural requirements of the law.

Resolution 03-08
Kingsport Amd

SECTION 2: the conditions of PUD approval set forth in "Exhibit F" of Ordinance No. 2036-05 amended at condition #18 and at Exhibit E of the Kingsport Planned Unit Development zoning agreement prepared by John Carmody, Jr of Gunster, Yoakley Stewart PA, are amended to provide an amended timetable of development.

SECTION 3: In all other respects and except as amended hereby, Ordinance No. 2036-05 shall remain in full force and effect.

Page 184 of 269

This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

JEFFREY KRAUSKOPF, MAYOR
JAMES A CHRISTIE, VICE-MAYOR
MICHAEL MORTELL, COMMISSIONER
CAROL S. WAXLER, COMMISSIONER
MARY HUTCHINSON, COMMISSIONER

YES	NO	ABSENT

ADOPTED this 28th day of January 2008.

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
CITY ATTORNEY

CITY OF STUART, FLORIDA
CITY COMMISSION
AGENDA ITEM

2

MEETING DATE: January 14, 2007 PREPARED BY: Tom Reetz
Senior Project Planner

TITLE OF ITEM: Public Hearing: Request a Major Amendment to be heard at the City Commission meeting on January 28th for the Kingsport Residential Planned Unit Development (RPUD) for **Kingsport Estates** to amend the Timetable for development.

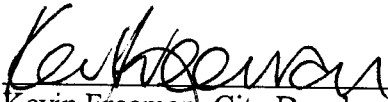
Kingsport Estates is located on the South side of Central Parkway west of the proposed Willoughby Blvd. Extension. The property owner is Kingsport Development of Stuart, LLC The owners representatives are Robert Raynes, Esq. / Doug Schramm of Gunster Yoakley & Pines, P.A. Page 185 of 269

SEE ATTACHED DOCUMENTS:

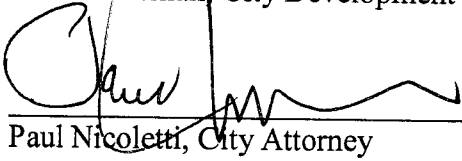
➤ Location Map

DEPARTMENT HEAD RECOMMENDATION:

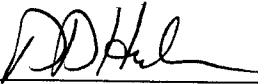
Approve Set Date.



Kevin Freeman, City Development Director



Paul Nicoletti, City Attorney



Dan Hudson, City Manager

January⁸ 2008.

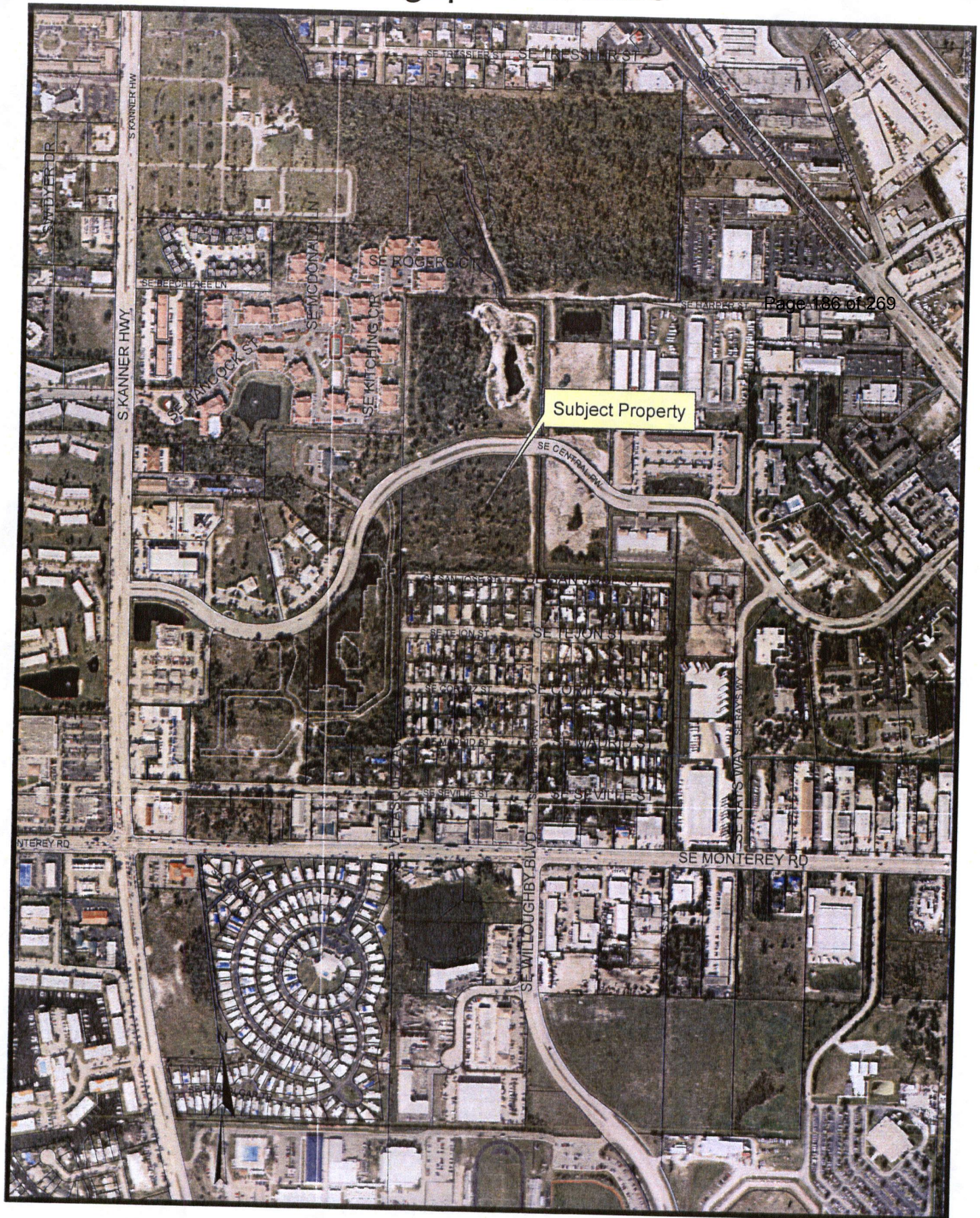
Date

1-9-08

Date

Date

Approved Project:
Kingsport Estates



5

CITY OF STUART, FLORIDA
CITY COMMISSION
AGENDA ITEM

MEETING DATE: January 28th, 2007 **PREPARED BY:** Tom Reetz
Senior Project Planner

TITLE OF ITEM: Public Hearing: Request a Major Amendment to the Kingsport Residential Planned Unit Development (RPUD) for **Kingsport Estates** to amend the Timetable for development.

Kingsport Estates is located on the South side of Central Parkway west of the proposed Willoughby Blvd. Extension. The property owner is Kingsport Development of Stuart, LLC The owners representatives are Linda Hake, Esq. / Doug Schramm of Gunster Yoakley. Page 187 of 269

EXPLANATION / BACKGROUND INFORMATION ON AGENDA REQUEST :

Due to the downturn in the residential market the applicant is requesting that the PUD timetable be modified to extend all dates in the development timetable by 24 months. A previous modification involving the development timetable was approved in January 2007.

Pursuant to Amendment to section 6.08.00 of the City Land Development Code concerning the requirements for review of PUD timetable of development extension.

1. Any timetable extension resulting in an extension of 12 months over the original timetable of development will require a major PUD amendment.
2. Traffic concurrency will be reviewed.
3. Extensions greater than 12 months over the original timetable of development may be granted by City Commission for "good cause shown".
4. Any contributions conditioned as part of a PUD agreement shall be revisited upon application for extension.

Martin County is completing the design work on the Willoughby Boulevard extension. The original PUD agreement contains a condition that the applicant deed right-of way to the City upon request. Therefore, in accordance with condition #34 of Ord' #2036-05, the applicant has been requested to dedicate the right-of-way required to facilitate the Willoughby Boulevard Extension. The applicant has been asked to provide a new plat of record stating and detailing this dedication to the City of Stuart. There are no other outstanding contributions required by conditions attached to the original PUD agreement at this time.

LPA PUBLIC HEARING:

The item was heard at the regular meeting of the city of local planning agency advisory board. The board asked if items referring to dollar amounts would change in the next two years? Staff is researching the contributions for the traffic signal at SE Central Parkway and US1 in relation to condition #31.

SEE ATTACHED DOCUMENTS:

- Location Plan / Aerial / Approved site plan
- Application and justification letter.
- Traffic approval memo, MTP group
- Original PUD #2036-05.
- Resolution # 06-07 (1st amendment of the timetable for development.)
- Resolution # 03-08 amending the timetable for development.
- **KINGSFORT ESTATES - SPECIAL CONDITIONS. REQUESTED JANUARY 28TH, 2007.**

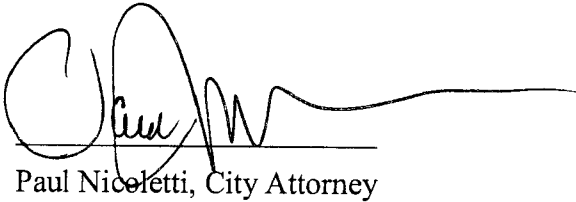
DEPARTMENT HEAD RECOMMENDATION: Supersede Resolution #06-07 with resolution #03-08 relating to the Development timetable (Exhibit A) which amended RPUD Ordinance 2036-05 condition #18 and incorporate any additional requirements as deemed necessary by commission. As a result of staff research it would seem appropriate to require immediate payment of \$50,000 for the installation of the warranted traffic signal at Central Parkway and US-1 contingent upon the extension of the development timetable for a period of two years.



Kevin Freeman, Department Director

123
Page 168 of 269

Date



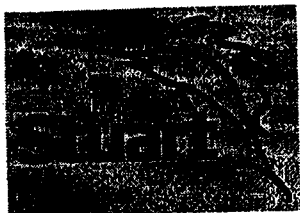
Paul Nicoletti, City Attorney

1/23/08
Date



Dan Hudson, City Manager

1/23/08
Date



121 SW Flagler Ave.
Stuart, FL 34994
Tel: 772-288-5326
Fax: 772-288-5388

RECEIVED
DEC 04 2007

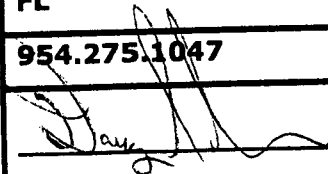
PLANNED UNIT DEVELOPMENT (PUD) (LDR 6.08.00)

Please print clearly and provide all required information

DEVELOPMENT DEPARTMENT USE ONLY	
PUD Ref#	

A.	REZONING TO CPUD FEE \$3,584.00		FLOORSPACE (must be greater than 20,000 sq. ft.)
	REZONING TO RPUD FEE \$3,584.00		SITE AREA (must be greater than 0.5 Acre)
	REZONING TO MXPUD FEE \$3,584.00		SITE AREA (must be greater than 0.5 Acre)
	REZONING TO IPUD FEE \$3,584.00		SITE AREA (must be greater than 1.0 Acre)
	MAJOR PUD AMENDMENT FEE \$3,072.00	X	MAJOR AMENDMENT DEFINED AT Sec 6.08.00. I.
	MINOR PUD AMENDMENT FEE \$2,048.00 (TEXT ONLY \$1,000)		MINOR AMENDMENT DEFINED AT Sec 6.08.00. I.

PROPERTY INFORMATION				
B.	PROJECT TITLE	Kingsport Estates		
	PARCEL ID#	09-38-41-000-000-00540-20000		
	CURRENT ZONING	RPUD		
	CURRENT FUTURE LAND USE	Multifamily		
	PRESENT USE	Undeveloped		
	SITE AREA	8.14 acres		
	STREET ADDRESS	South side of Central Parkway west of the proposed Willoughby Road Extension		
	AGENT	Robert S. Raynes, Esq.		
	COMPANY	Gunster Yoakley & Stewart, P.A.		
	PHONE	772.288.1980	FAX	772.288.0610

PETITIONER INFORMATION				
C.	NAME	Kingsport Development of Stuart, LLC, al Florida limited liability company		
	STREET ADDRESS	10908 NW 67 th Place		
	CITY	Parkland		
	STATE	FL	ZIP	33076
	PHONE	954.275.1047	FAX	954.344.9537
	SIGNATURE OF OWNER OR AGENT	 Date 12/4/07		

D.	SUBMITTAL REQUIREMENTS (9 sets of all documents)					
	SITE PLAN	N/A	LANDSCAPE PLAN	N/A	TRAFFIC ANALYSIS	X
	BOUNDARY SURVEY	N/A	LEGAL DOCUMENTS DEMONSTRATING UNIFIED CONTROL	X	ARCHITECTURAL ELEVATIONS	N/A
	ZONING MAP EXTRACT	N/A	FUTURE LAND USE MAP EXTRACT	N/A	AFFIDAVIT PERMITTING REPRESENTATION	X
	DATE OF PRE- APPLICATION	N/A	ENVIRONMENTAL ANALYSIS	N/A		

BRIEF EXPLANATION OF PROPOSAL	
See attached transmittal letter	

Kingsport Estates Timetable Extension Justification

The 8.14 acre Kingsport Estates multi-family project is located on the south side of SE Central Parkway west of the proposed Willoughby Boulevard extension. On June 13, 2005 the City Commission approved Ordinance # 2036-05, which approved the Planned Unit Development Zoning Agreement for a 67 multi-family unit development project. On January 8, 2007 the City Commission amended Ordinance # 2036-05, by Resolution # 06-07 to extend the time table of development. The history of the projects development time table is as follows:

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- Ordinance # 2036-05 required the first building permit to be submitted by no later then **December 31, 2006** and a Certificate of Occupancy shall be issued for the last building permit no later then **December 31, 2008.**9
- Resolution # 06-07 required the first building permit to be submitted by no later then **December 31, 2007** and a Certificate of Occupancy shall be issued for the last building permit no later then **December 31, 2009.**10

The first development time table extension was necessary due to the fact that the applicant was obtaining applicable agency permits (e.g. SFWMD), which at times can be arduous and time consuming and the City review of the Final Site Civil Construction Plans took a considerable amount of time. There is a considerable amount of risk in submitting building plans simultaneously with the review of the Final Site Civil Construction Plans from a financial and planning perspective, which is the basis for not submitting the plans before the December 31, 2006 deadline date.

Most recently, the applicant has been actively engaged in working with Captec Engineering who has been hired by Martin County to develop roadway plans for the extension of Willoughby Boulevard. The applicant agreed to donate 50 feet of its property to the City for the Willoughby Boulevard extension. However, the County is requesting additional right-of-way and an easement over the property above and beyond the 50 foot dedication to the City. This has resulted in a considerable amount of time and effort on the part of the applicant to determine if it can accommodate the County's request without impacting the approved site plan. Additionally, the applicant has not filed for a building permit due to current housing market conditions, which is the primary factor in not moving forward with the development of the property at this time. Again, the applicant has been actively engaging in resolving some of the site related issues and has not submitted building plans for review until all of the site issues have been resolved and there is an improvement in the housing market. Therefore, the applicant is requesting a time table extension for an additional year and based on the above mentioned factors feel that a time table extension is justifiable.



MTP Group, Inc.
12798 Forest Hill Boulevard, Suite 303
Wellington, FL 33414
Phone: (561) 795-0678 Telefax: (561) 795-0230

MEMORANDUM

To: Tom Reetz, Senior Project Planner
City of Stuart

From: Maria M. Tejera, P.E. 

Date: January 7, 2008

Subject: Kingsport Estates

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We have reviewed a traffic impact analysis prepared by Pinder Troutman Consulting, Inc. revised November 27, 2007 for the above subject project. The project is to be located on south side of SE Central Parkway to the east of Kanner Highway (SR 76). The proposed development includes 67 townhouse units with a single access driveway into SE Central Parkway. Buildout of the development has been analyzed for the year 2011.

Our review has been based on the requirements of the *City of Stuart Concurrency Management System (CMS), Ordinance Number 1811-01*. The trip generation potential of the proposed development was based on trip generation rates contained in the *Institute of Transportation Engineers, Trip Generation Report, 7th Edition*. Based on these rates, the net trip generation potential of the development is 37 trips during the a.m. and 43 trips during the p.m. peak hour.

Based on the information presented, the project meets the requirements of the *City of Stuart Concurrency Management System, Ordinance 1811-01*.

Should you have any questions concerning the above, please give us a call at (561) 795-0678.

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2036 - 05

1851431
INSTR # 02030 PG 2522
OR BK 02030 PG 2522
RECORDED 06/29/2005 11:13:54 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C BURKE

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AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO REZONE AN 8.14 ACRE PROPERTY ON THE SOUTH SIDE OF S.E. CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST TO ESTABLISH THE KINGSFORT RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) FOR "KINGSFORT ESTATES"; DECLARING THE RPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; REVISING THE ZONING MAP ACCORDINGLY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, an application for the rezoning of an 8.14 acre property on the south side of S.E. Central Parkway approximately midway between its intersections with S. Kanner Highway to the west and U.S. Highway One to the east, hereinafter the "Property," to establish the Kingsport Residential Planned Unit Development (RPUD) for "Kingsport Estates" was properly filed on February 4, 2004 on behalf of the owner of the Property, being Kingsport Development of Stuart, LLC, a Florida limited liability corporation, by Lucido & Associates, hereinafter the "Owner"; and

1 WHEREAS, the City Commission held a properly noticed quasi-judicial
2 hearing at its regular City Commission meeting on May 9, 2005 to consider the
3 application for rezoning the Property to RPUD; and

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

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

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

11
12 SECTION 1: The foregoing recitals are true and adopted as findings of fact and
13 conclusions of law.

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

17 SECTION 3: The Property is hereby rezoned to "Kingsport Residential Planned
18 Unit Development" (RPUD). A development agreement that is consistent with the terms
19 of this ordinance is hereby approved and shall be executed by the Owner and by the City
20 and recorded in the Martin County, Florida public records.

21 SECTION 4: The RPUD zoning classification is consistent with the
22 Comprehensive Plan of the City of Stuart, Florida.

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

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

- 5 1. The "Kingsport Estates Final Site Plan" prepared by Lucido & Associates,
6 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24, 2005.
- 7 2. The "Kingsport Estates Landscape Plan" prepared by Lucido & Associates,
8 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24, 2005.
- 9 3. The "Kingsport Estates Landscape Specifications" prepared by Lucido &
10 Associates, 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24,
11 2005.
- 12 4. The elevations entitled "'7 Unit Building" including the "rear elevation" and
13 the "front elevation," received by the City Development Department on April
14 8, 2005.
- 15 5. The unit floor plans entitled "Model A" including the "first floor" and the
16 "second floor," received by the City Development Department on April 8,
17 2005.
- 18 6. The unit floor plans entitled "Model B" including the "first floor" and the
19 "second floor," received by the City Development Department on April 8,
20 2005.
- 21 7. The unit floor plans entitled "Model C" including the "first floor" and the
22 "second floor," received by the City Development Department on April 8,
23 2005.

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

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8 SECTION 7: The rezoning of the Property is subject to the conditions of
9 development set forth in "Exhibit C" attached hereto and made a part hereof by reference.

10 SECTION 8: If the completion of construction or development pursuant to the
11 final development plan has not been accomplished as provided herein, or if the
12 developer has in any other manner failed as determined by the City Development
13 Director to comply with any term or condition of this PUD ordinance, no development
14 orders, building permits or certificates of occupancy will thereafter be issued by the City
15 in relation to any development activity within the PUD site. In such event the City
16 Development Director shall notify the developer of the alleged breach and of the time,
17 date and place of a hearing before the City Commission at which the developer may
18 appear and may contest the allegation of breach or explain the reason or reasons for
19 the breach.

20 In the event a breach is found to have occurred, the City Commission may
21 initiate the process to amend this PUD ordinance. In the event a breach is found to
22 have occurred, the City Commission may also direct that the City Development Director
23 initiate the process to rezone the PUD property or any portion of the PUD property.

1 Any breach of any provision or condition of this PUD ordinance by the developer
2 shall be considered a zoning violation subject to any remedies provided therefor in this
3 PUD ordinance, as well as any other remedies provided in this subsection. Any breach
4 of any provision or condition of this PUD ordinance by the developer shall also be
5 considered a zoning violation subject to the jurisdiction of the City Codes Enforcement
6 Board.

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

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

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

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

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

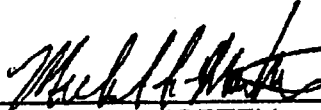
1 PASSED on first reading this 18th day of May, 2005.

2 ADOPTED on second and final reading this 13th day of June, 2005.

3 ATTEST:

4 

5
6
7 CHERYL WHITE
8 CITY CLERK



9
10 MICHAEL J. MORTELL
11 MAYOR

12 APPROVED AS TO FORM
13 AND CORRECTNESS:

14 

15 Steve Fry, Interim
16 CITY ATTORNEY

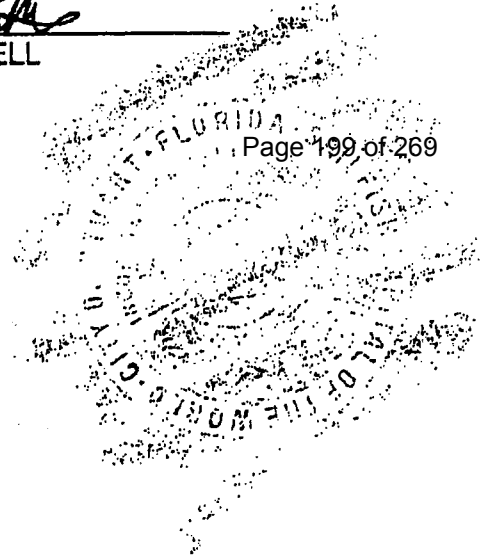


EXHIBIT A

KINGSPORT ESTATES - LEGAL DESCRIPTION

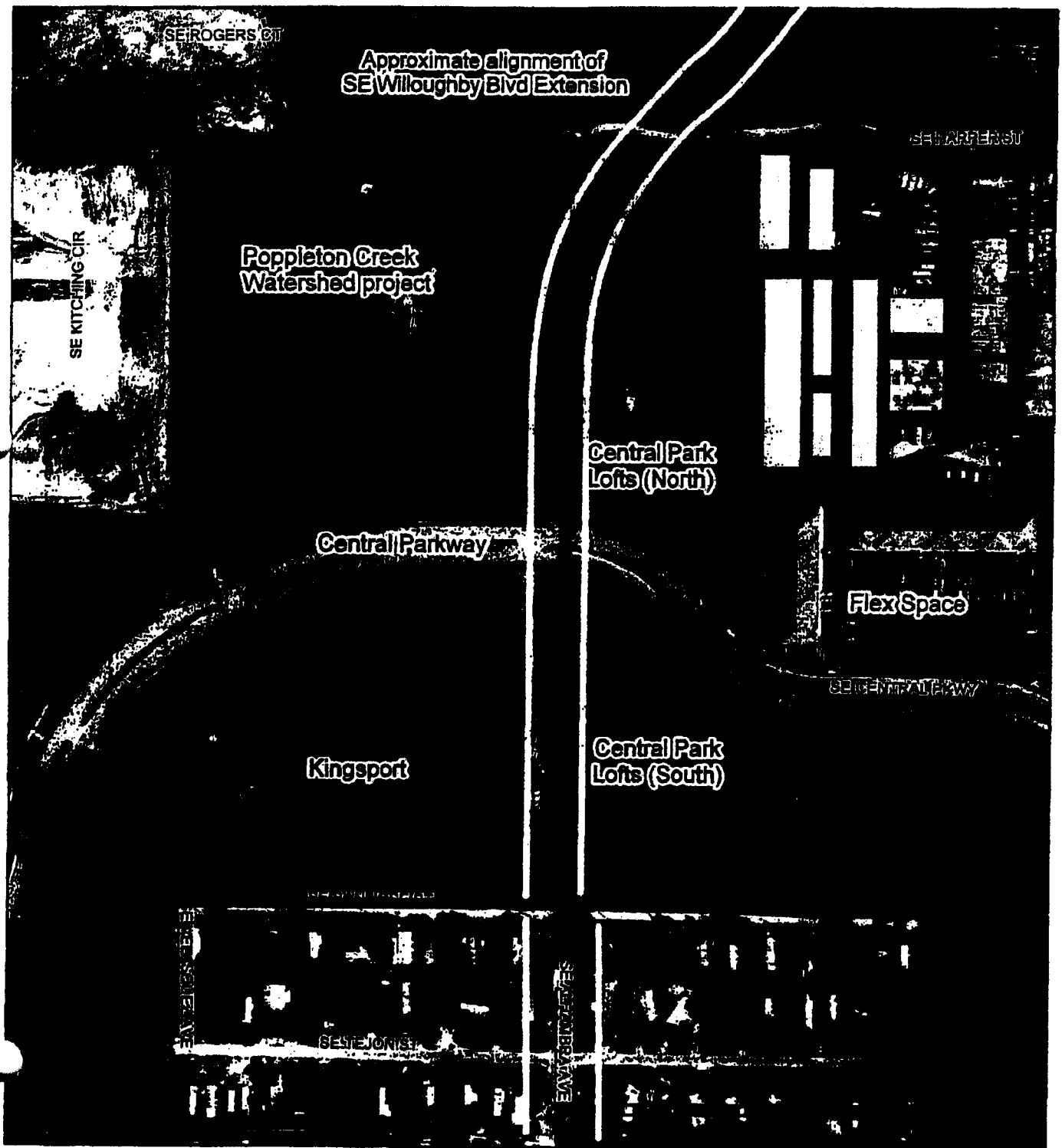
A parcel of land lying in Section 9, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter of the Southwest quarter of said Section 9; thence South $00^{\circ}22'03''$ West along the East line of said Southwest quarter a distance of 746.37 feet to a point on the South right-of-way of Central Parkway and the POINT AND PLACE OF BEGINNING; thence continuing South $00^{\circ}22'03''$ of 269 West a distance of 580.16 feet to a point on the North right-of-way of San Jose Street; thence North $89^{\circ}16'18''$ West a distance of 660.71 feet to a point; thence North $00^{\circ}21'26''$ East a distance of 414.03 feet to a point of curve and the South right-of-way of Central Parkway, said curve being concave to the South having a radius of 445.00 feet, a central angle of $10^{\circ}59'51''$; thence in a clockwise direction along the arc of said curve and right-of-way a distance of 85.41 feet to a point; thence North $66^{\circ}34'15''$ East a distance of 204.53 feet to a point of curve, said curve being concave to the South, having a radius of 445.00 feet, a central angle of $23^{\circ}49'37''$; thence in a clockwise direction along the arc of said curve a distance of 185.06 feet to a point; thence South $89^{\circ}36'08''$ East continuing along said South right-of-way a distance of 219.46 feet to the POINT AND PLACE OF BEGINNING.

Containing 8.14 acres, more or less.

Parcel Control No.: 09-38-41-000-000-00540-2

Kingsport Major amendment to Central Park RPUD Location Map



Kingsport Conditions

Exhibit C

- 1) The project shall adhere to the Final Site Plan (project number 1910) prepared by Lucido and Associates and dated 3.24.05 as revised.
- 2) The project shall adhere to the Landscape Plan (project number 1910) prepared by Lucido and Associates and dated 3.24.05 as revised.
- 3) The project shall adhere to the Building Elevations (D7) and Model A, Model B and Model C floor plans, as revised.
- 4) All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corp of Engineers, Florida Department of Transportation shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit. Page 202 of 269
- 5) The development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - i. Site Plan construction approval;
 - ii. The issuance of building permits to commence construction; and
 - iii. Pays all applicable impact and permit fees.
- 6) All necessary City departments shall review and approve the final site plan construction drawings proposal prior to the issuance of any Development Permits.
- 7) Final site plan construction drawings shall be reviewed and approved by the City's civil engineer.
- 8) Proposed landscaping in the SE Central Parkway median shall be preserved and maintained by the developer and/or home owner's association in perpetuity.
- 9) In addition to landscaping in the SE Central Parkway, median improvements shall consist of irrigation, installation of a "D" curb, and up lighting. Final plans shall be reviewed and approved by all necessary City departments prior to the issuance of a development permit.
- 10) Developer agrees to pay their fair share into the City's SE Central Parkway Street Lighting Program.
- 11) Any existing sidewalks damaged along SE Central Parkway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.
- 12) In order to monitor the proper installation of materials, material quality and long term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum

of two years after site development. In addition, a performance bond in the amount of 25% of the fair market value of landscape material shall be provided to the City prior to the issuance of a Certificate of Occupancy for the last building to guarantee material replacement and maintenance. The security will be held for two years.

- 13) The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to the issuance of a Certificate of Occupancy. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.
- 14) All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.
- 15) "Hat racking" of trees is prohibited on the property.
- 16) A Landscape Maintenance Agreement, executed in accordance with the City Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy for the last building.
- 17) Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed 15' (fifteen feet) in height. The light poles shall be painted black and shall be decorative. The lighting shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2 foot candles as measured from the common boundary.
- 18) Timetable for development shall be as follows:

The first building permit shall be submitted no later December 31, 2006 and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2008.
- 19) The Sales trailer shall be Department of Community Affairs (DCA) Certified. The Sales trailer requires a separate building permit.
- 20) Abandoned vehicles, boats, trucks over one ton capacity, and recreational vehicles are prohibited on the property, with the exception of vehicles stored in a home owner's garage. Recreational vehicles and trucks over one ton capacity may be permitted for a limited period of time not to exceed a nonconsecutive 24 hour day period.
- 21) A City Home Occupational License shall be the only type of business permitted on the property.
- 22) Construction activity shall be limited to 7:00 am to 6:00 pm Monday thru Friday and 8:00 am to 6:00 pm Saturday thru Sunday. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
- 23) Construction access shall be limited to SE Central Parkway and posted accordingly.

- 24) Loading areas, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.
- 25) Where practicable, all enclosed mechanical equipment shall be painted either black or dark green or any other color subject to approval by the City Development Director.
- 26) Street furniture, Cabanas, bike racks, and any other outdoor amenity provided on-site shall be of high quality and aesthetically pleasing appearance.
- 27) Club house and pool amenities shall remain in perpetuity within the project.
- 28) Billboards are prohibited on the property.
- 29) Any modifications to the Master & Final Development Plan, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks; building location; parking size, location and number; drainage areas; and location of landscaping shall require further approval by the City Commission via a public hearing.
- 30) A subdivision plat shall be approved by the City Commission prior to the issuance of a certificate of occupancy and shall be recorded in the public records of Martin County prior to the transfer or lease of any units.
- 31) The developer agrees to contribute its fair share in the amount of \$ 50,000 or a sum determined through fair share apportionment whichever is the lower to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No.1 at the time of final site construction plan approval and prior to the release of any building permits.
- 32) The developer agrees to contribute its fair share in the amount of \$20,000 to the Poppleton Creek Watershed Project fund at the time of final site construction plan approval and prior to the release of any building permits.
- 33) Individual pools, enclosures and building additions located within town-home lots are prohibited on the property, except screen enclosures of the patio area may be allowed over the initially constructed patio area of the unit to which it is attached and subject to obtaining the required permits.
- 34) The developer and/or association agrees to dedicate to The City of Stuart the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of SE Willoughby Boulevard within 30 days of the City's request for same.
- 35) The association will incorporate a deed restriction relating to the placement of waste bins within the property.

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- 36) The developer agrees to contribute \$800 per residential unit (\$53,600 aggregate) or a lower amount to be determined by a calculation formula to be agreed and adopted by the City in co-ordination with the Martin County School District in respect of a contribution of mutual benefit (CMB) at the time of final site construction plan approval and prior to the release of any building permits
- 37) The developer agrees to co-ordinate with the Martin County School District regarding the possibility of the provision of a school bus stop at the development prior to final building plan approval.
- 38) Irrigation of landscaping materials on the site shall not utilize water extraction from a well source, and be as far as possible from the use of a non-potable water supply.

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City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 06-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A MINOR AMENDMENT TO THE "KINGSPORT RPUD AGREEMENT - MINOR PUD AMENDMENT" DESCRIBED IN ORDINANCE NO. 2036-05; PROVIDING FOR A REVISED TIMETABLE FOR DEVELOPMENT; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 13, 2005 the City approved a Planned Unit Development Zoning Agreement between Kingsport Development of Stuart, LLC and the City of Stuart creating Kingsport Estates, a Residential Planned Unit Development, hereinafter the "PUD"; and

WHEREAS, the owner of the PUD property, Kingsport Development of Stuart, LLC, a Florida limited liability corporation, has requested that the PUD documents be amended in a manner which is consistent with the City Comprehensive Plan and is in harmony with surrounding properties and their anticipated development.

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

INSTR # 1985088
OR BK 02213 PG 0903
Pg 0903 - 9051 (3pgs)
RECORDED 01/09/2007 03:55:36 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

Res. 06-07

SECTION 1: The City Commission hereby approves an amendment to the PUD documents to provide for a revised timetable for development. The applicant showed by substantial competent evidence that the amendment application is consistent with the Comprehensive Plan of the City and with the procedural requirements of the law.

SECTION 2: the conditions of PUD approval set forth in "Exhibit F" of Ordinance No. 2036-05 amended at condition #18 and at "Exhibit E" condition B of the Kingsport Planned Unit Development zoning agreement prepared by John Carmody, Jr of Gunster, Yoakley Stewart PA, are amended to provide an amended timetable of development, and as attached hereto as "Exhibit A."

SECTION 3: In all other respects and except as amended hereby, Ordinance No. 2036-05 shall remain in full force and effect.

This resolution shall take effect upon adoption.

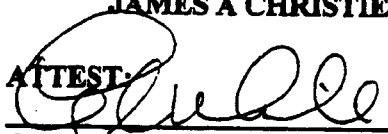
ADOPTED this 8th day of January 2007.

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

MARY HUTCHINSON, MAYOR
JEFFREY KRAUSKOPF, VICE-MAYOR
MICHAEL MORTELL, COMMISSIONER
CAROL S. WAXLER, COMMISSIONER
JAMES A CHRISTIE, COMMISSIONER

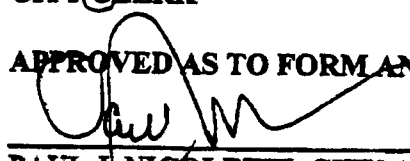
YES	NO	ABSENT
☒	☐	☐
☒	☐	☐
☐	☐	☒
☒	☐	☐
☒	☐	☐

ATTEST:


CHERYL WHITE
CITY CLERK


MARY HUTCHINSON
MAYOR

APPROVED AS TO FORM AND CORRECTNESS


PAUL J. NICOLETTI, CITY ATTORNEY



Cheryl A. White
City Clerk

Development Conditions

EXHIBIT A

Development Timetable:

1. Timetable for development shall be as follows:

The first building permit shall be submitted no later than December 31, 2007, and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2009.

2. Plat approval for the Kingsport Estates PUD must be obtained prior to the issuance of a certificate of occupancy and shall be recorded prior to the transfer or lease of any units.

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER# 03-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A MAJOR AMENDMENT TO THE "KINGSPORT RPUD AGREEMENT - MINOR PUD (TEXT) AMENDMENT" DESCRIBED IN ORDINANCE NO. 2036-05; PROVIDING FOR A REVISED TIMETABLE FOR DEVELOPMENT; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY PROVIDING AN EFFECTIVE DATE.

Page 209 of 269

* * * * *

WHEREAS, on June 13, 2005 the City approved a Planned Unit Development Zoning Agreement between Kingsport Development of Stuart, LLC and the City of Stuart creating Kingsport Estates, a Residential Planned Unit Development, hereinafter the "PUD"; and

WHEREAS, the owner of the PUD property, Kingsport Development of Stuart, LLC, a Florida limited liability corporation, has requested that the PUD documents be amended in a manner which is consistent with the City Comprehensive Plan and is in harmony with surrounding properties and their anticipated development.

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

SECTION 1: The City Commission hereby approves an amendment to the PUD documents to provide for a revised time table for development. The applicant showed by substantial competent evidence that the amendment application is consistent with the Comprehensive Plan of the City and with the procedural requirements of the law.

SECTION 2: the conditions of PUD approval set forth in “Exhibit F” of Ordinance No. 2036-05 amended at condition #18 and at Exhibit E of the Kingsport Planned Unit Development zoning agreement prepared by John Carmody, Jr of Gunster, Yoakley Stewart PA, are amended to provide an amended timetable of development.

SECTION 3: In all other respects and except as amended hereby, Ordinance No. 2036-05 shall remain in full force and effect.

This resolution shall take effect upon adoption.

ADOPTED this 28th day of January 2008.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

JEFFREY KRAUSKOPF, MAYOR
JAMES A CHRISTIE, VICE-MAYOR
MICHAEL MORTELL, COMMISSIONER
CAROL S. WAXLER, COMMISSIONER
MARY HUTCHINSON, COMMISSIONER

YES	NO	ABSENT

ATTEST:

CHERYL WHITE
CITY CLERK

MARY HUCHINSON
MAYOR

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
CORRECTNESS:

PAUL J. NICOLETTI, CITY ATTORNEY

Development Conditions

EXHIBIT E
KINGSPORT ESTATES – TIMETABLE FOR DEVELOPMENT

Development Timetable:

1. Timetable for development shall be as follows:

The first building permit shall be submitted no later than December 31, 2007⁹, and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2009¹¹.

2. Plat approval for the Kingsport Estates PUD must be obtained prior to the issuance of a^{Page 211 of 269} certificate of occupancy and shall be recorded prior to the transfer or lease of any units.

KINGSPORT ESTATES – SPECIAL CONDITIONS

Revised January 28th, 2007

- 1) The project shall adhere to the Final Site Plan (project number 1910) prepared by Lucido and Associates and dated 3.24.05 as revised.
- 2) The project shall adhere to the Landscape Plan (project number 1910) prepared by Lucido and Associates and dated 3.24.05 as revised.
- 3) The project shall adhere to the Building Elevations (D7) and Model A, Model B and Model C floor plans, as revised.
- 4) All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corp of Engineers, Florida Department of Transportation shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit. Page 212 of 269
- 5) The development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - i. Site Plan construction approval;
 - ii. The issuance of building permits to commence construction; and
 - iii. Pays all applicable impact and permit fees.
- 6) All necessary City departments shall review and approve the final site plan construction drawings proposal prior to the issuance of any Development Permits.
- 7) Final site plan construction drawings shall be reviewed and approved by the City's civil engineer.
- 8) Proposed landscaping in the SE Central Parkway median shall be preserved and maintained by the developer and/or home owner's association in perpetuity.
- 9) In addition to landscaping in the SE Central Parkway, median improvements shall consist of irrigation, installation of a "D" curb, and up lighting. Final plans shall be reviewed and approved by all necessary City departments prior to the issuance of a development permit.
- 10) Developer agrees to pay their fair share into the City's SE Central Parkway Street Lighting Program.
- 11) Any existing sidewalks damaged along SE Central Parkway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.
- 12) In order to monitor the proper installation of materials, material quality and long term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum of two years after site development. In addition, a performance bond in the amount

of 25% of the fair market value of landscape material shall be provided to the City prior to the issuance of a Certificate of Occupancy for the last building to guarantee material replacement and maintenance. The security will be held for two years.

13) The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to the issuance of a Certificate of Occupancy. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.

14) All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.

Page 213 of 269

15) "Hat racking" of trees is prohibited on the property.

16) A Landscape Maintenance Agreement, executed in accordance with the City Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy for the last building.

17) Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed 15' (fifteen feet) in height. The light poles shall be painted black and shall be decorative. The lighting shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2 foot candles as measured from the common boundary.

18) Timetable for development shall be as follows:

The first building permit shall be submitted no later December 31, 2007~~9~~ and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2009~~11~~.

19) The Sales trailer shall be Department of Community Affairs (DCA) Certified. The Sales trailer requires a separate building permit.

20) Abandoned vehicles, boats, trucks over one ton capacity, and recreational vehicles are prohibited on the property, with the exception of vehicles stored in a home owner's garage. Recreational vehicles and trucks over one ton capacity may be permitted for a limited period of time not to exceed a nonconsecutive 24 hour day period.

21) A City Home Occupational License shall be the only type of business permitted on the property.

22) Construction activity shall be limited to 7:00 am to 6:00 pm Monday thru Friday and 8:00 am to 6:00 pm Saturday thru Sunday. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

23) Construction access shall be limited to SE Central Parkway and posted accordingly.

- 24) Loading areas, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.
- 25) Where practicable, all enclosed mechanical equipment shall be painted either black or dark green or any other color subject to approval by the City Development Director.
- 26) Street furniture, Cabanas, bike racks, and any other outdoor amenity provided on-site shall be of high quality and aesthetically pleasing appearance.
- 27) Club house and pool amenities shall remain in perpetuity within the project.
- 28) Billboards are prohibited on the property.
- 29) Any modifications to the Master & Final Development Plan, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks; building location; parking size, location and number; drainage areas; and location of landscaping shall require further approval by the City Commission via a public hearing.
- 30) A subdivision plat shall be approved by the City Commission prior to the issuance of a certificate of occupancy and shall be recorded in the public records of Martin County prior to the transfer or lease of any units.
- 31) The developer agrees to contribute its fair share in the amount of \$ 50,000 or a sum determined through fair share apportionment whichever is the lower to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No.1 at the time of final site construction plan approval and prior to the release of any building permits.
- 32) The developer agrees to contribute its fair share in the amount of \$20,000 to the Poppleton Creek Watershed Project fund at the time of final site construction plan approval and prior to the release of any building permits.
- 33) Individual pools, enclosures and building additions located within town-home lots are prohibited on the property, except screen enclosures of the patio area may be allowed over the initially constructed patio area of the unit to which it is attached and subject to obtaining the required permits.
- 34) The developer and/or association agrees to dedicate to The City of Stuart the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of SE Willoughby Boulevard within 30 days of the City's request for same.
- 35) The association will incorporate a deed restriction relating to the placement of waste bins within the property.

Page 214 of 269

- 36) The developer agrees to contribute \$800 per residential unit (\$53,600 aggregate) or a lower amount to be determined by a calculation formula to be agreed and adopted by the City in co-ordination with the Martin County School District in respect of a contribution of mutual benefit (CMB) at the time of final site construction plan approval and prior to the release of any building permits
- 37) The developer agrees to co-ordinate with the Martin County School District regarding the possibility of the provision of a school bus stop at the development prior to final building plan approval.
- 38) Irrigation of landscaping materials on the site shall not utilize water extraction from a well source, and be as far as possible from the use of a non-potable water supply.

Page 215 of 269

Page 216 of 269
INSTR # 2107519
OR BK 02352 PG 0006
Pgs 0006 - 14 (9pgs)
RECORDED 09/24/2008 09:58:00 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

Return to:

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

ORDINANCE NO. 2161-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING AN AMENDMENT TO THE "KINGSPORT ESTATES" RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), AS APPROVED IN ORDINANCE NO. 2036-05 AND AMENDED BY RESOLUTION NO. 06-07 OF THE STUART CITY COMMISSION; PROVIDING FOR CONTRIBUTIONS BY THE DEVEOLPER; PROVIDING A NEW TIMETABLE FOR ISSUANCE OF PERMITS FOR CONSTRUCTION AND CERTIFICATES OF OCCUPANCY FOR THE MULTI-FAMILY HOUSING AT THE SOUTH SIDE OF CENTRAL PARKWAY WEST OF THE PROPOSED WILLOUGHBY BLVD.EXTENSION IN THE CITY; FURTHER AMENDING THE CONDITIONS OF DEVELOPMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, at a hearing to amend the "Kingsport Estates" Planned Unit Development approved by Ordinance No. 2036-05 and amended by Resolution No. 06-07 of the Stuart City Commission, hereinafter the "RPUD," to provide for a new timetable for issuance of permits for construction and certificate of occupancy for the construction of 67 multi-family units at Central Parkway west of the proposed Willoughby extension, the applicant showed by substantial competent evidence that the amendment application is consistent with the Comprehensive Plan of the City and with the procedural requirements of law; and

**Ordinance 2161-08
Kingsport RPUD Amendments**

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

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

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

SECTION 2: The "Kingsport Conditions" attached as "Exhibit C" to Ordinance No. 2036-05 and further amended by Resolution #06-07, are hereby amended in accordance with the amended Conditions for Development attached hereto as Revised Exhibit "C" a copy of which is incorporated herein as if set forth below.

SECTION 3: In all other respects and except as amended hereby, Ordinance No.2036-05 shall remain in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid; the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This ordinance shall take effect immediately upon adoption at second reading.

Ordinance 2161-08
Kingsport RPUD Amendments

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

PASSED on First Reading this 23rd day of June, 2008.

JEFFREY A. KRAUSKOPF, MAYOR
 JAMES CHRISTIE, VICE MAYOR
 MARY L. HUCHINSON, COMMISSIONER
 MICHEAL MORTELL, COMMISSIONER
 CAROL S. WAXLER, COMMISSIONER

YES	NO	ABSENT
X		
X		
X		
X		
X		

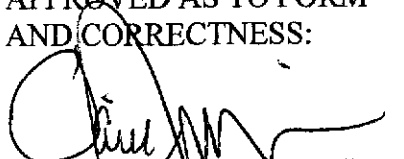
ADOPTED on second and final reading this 14TH day of July, 2008.

ATTEST:


 CHERYL WHITE
 CITY CLERK


 JEFFREY A. KRAUSKOPF
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:

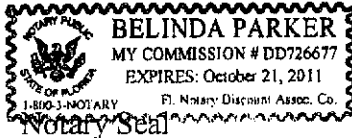

 PAUL J. NICOLETTI
 CITY ATTORNEY



Ordinance 2161-08
Kingsport RPUD Amendments

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 17 day of SEPT., 2008, by Jeffrey Krauskopf and Cheryl White, the Mayor and City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.





Notary Public, State of Florida
My Commission Expires:

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

ACCEPTANCE AND AGREEMENT

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

**Ordinance 2161-08
Kingsport RPUD Amendments**

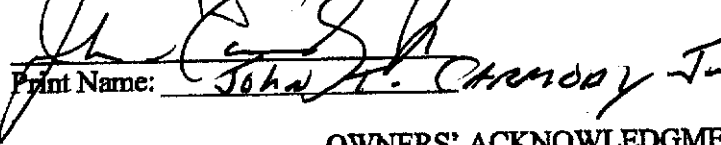
IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS
ACCEPTANCE AND AGREEMENT:

WITNESSES:

Kingsport Development of Stuart, LLC
A Florida Limited Liability Company

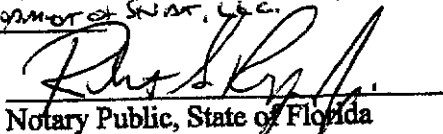

Print Name: Douglas B. Schrago

By: 
It's Member-Manager


Print Name: John H. Chancy Jr.

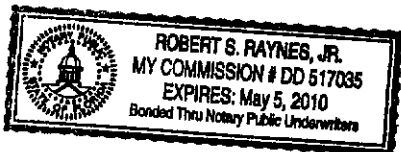
OWNERS' ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me
this 10th day of September, 2008, by Joel D. Neiberg, the
Managing Member of Kingsport Development of Stuart, LLC.


Notary Public, State of Florida
My Commission Expires:

Notary Seal

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



ORDINANCE No. 2161-08
REVISED EXHIBIT C
KINGSPORT ESTATES
CONDITIONS OF DEVELOPMENT

ORDINANCE No. 2161-08

REVISED EXHIBIT C
KINGSPORT ESTATES
CONDITIONS OF DEVELOPMENT

1. The project shall adhere to the Final Site Plan (project number 1910) prepared by Lucido & Associates and dated 5.23.05, as revised.
2. The project shall adhere to the Landscape Plan (project number 1910) prepared by Lucido & Associates and dated 5.23.05, as revised.
3. The project shall adhere to the Building Elevations (1)7) and Model A, Model B and Model C floor plans, as revised.
4. All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corps of Engineers and Florida Department of Transportation, shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit.
5. The development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - a. Site plan construction approval;
 - b. The issuance of building permits to commence construction; and
 - c. Pays all applicable impact and permit fees.
6. All necessary City departments shall review and approve the final site plan construction drawings proposal prior to the issuance of any development permits.
7. Final site plan construction drawings shall be reviewed and approved by the City's civil engineer.
8. Proposed landscaping in the SE Central Parkway median shall be preserved and maintained by the developer and/or homeowner's association in perpetuity.
9. In addition to landscaping in the SE Central Parkway median, improvements shall consist of irrigation, installation of a "D" curb and up lighting. Final plans shall be reviewed and approved by all necessary City departments prior to the issuance of a development permit.
10. Developer agrees to pay their fair share into the City's SE Central Parkway Street Lighting Program.

ORDINANCE No. 2161-08
REVISED EXHIBIT C
KINGSPORT ESTATES
CONDITIONS OF DEVELOPMENT

11. Any existing sidewalks damaged along SE Central Parkway during construction, or requiring fill replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy. In order to monitor the proper installation of materials, material quality and long-term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum of two years after site development. In addition, a performance bond or letter of credit in the amount of 25% of the fair market value of landscape material shall be provided to the City prior to the issuance of a Certificate of Occupancy for the last building to guarantee material replacement and maintenance. The security will be held for two years.
12. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to the issuance of a Certificate of Occupancy. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
13. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.
14. "Hat racking" of trees is prohibited on the property.
15. A Landscape Maintenance Agreement, executed in accordance with the City's Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy for the last building.
16. Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed fifteen feet (15') in height. The light poles shall be painted black and shall be decorative. The lighting shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2-foot candles as measured from the common boundary.
17. Timetable for development shall be as follows:

The first building permit application shall be submitted no later than ~~December 31, 2007~~ June 9, 2010 and a Certificate of Occupancy shall be issued for the last building permit no later than ~~December 31, 2009~~ December 31, 2011.
18. The sales trailer shall be Department of Community Affairs (DCA) certified. The sales trailer requires a separate building permit.
19. Abandoned vehicles, trucks over one ton capacity, boats and recreational vehicles are

ORDINANCE No. 2161-08
REVISED EXHIBIT C
KINGSPORT ESTATES
CONDITIONS OF DEVELOPMENT

prohibited on the property, with the exception of vehicles or boats stored in a home owner's garage. Recreational vehicles and trucks over one ton capacity may be permitted for a limited period of time not to exceed a nonconsecutive 24-hour day period.

20. A City Home Occupational License (now local business tax receipt) shall be the only type of business permitted on the property.

22. Construction activity shall be limited to 7:00 am to 6:00 pm Monday thru Friday and 8:00 am to 6:00 pm Saturday thru Sunday. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

23. Construction access shall be limited to SE Central Parkway and posted accordingly.

24. Loading areas or docks, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.

25. Where practicable, all enclosed mechanical equipment shall be painted either black or dark green or any other color subject to approval by the City Development Director.

26. Street furniture, cabanas, bike racks, and any other outdoor amenity provided on-site shall be of high quality and aesthetically pleasing appearance.

27. The clubhouse and pool amenities shall remain in perpetuity within the project.

28. Billboards are prohibited on the property.

29. Any modifications to the master and final development plans, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks, building location, parking size, location and number, drainage areas and location of landscaping shall require further approval by the City Commission via a public hearing.

30. A subdivision plat shall be approved by the City Commission prior to the issuance of a certificate of occupancy and shall be recorded in the public records of Martin County prior to the transfer or lease of any units.

31. The Developer agrees to contribute its fair share in the amount of \$50,000.00, or a sum determined through fair share apportionment whichever is the lower, to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No. 1 ~~at the time of final site construction plan approval and prior to the release of any building permits.~~ No later than 120 days from the approval date of the timetable extension.

32. Developer agrees to contribute its fair share in the amount of \$20,000.00 to the Poppleton

ORDINANCE No. 2161-08
REVISED EXHIBIT C
KINGSPORT ESTATES
CONDITIONS OF DEVELOPMENT

Creek Watershed fund ~~at the time of final site construction plan approval and prior to the release of any building permits.~~ No later than 120 days from the approval date of the timetable extension.

33. Individual pools, enclosures and building additions located within townhome lots are prohibited on the property, except screen enclosures of the patio area may be allowed over the initially constructed patio area of the unit to which it is attached subject to obtaining the required permits.

34. The Developer and/or Association agrees to dedicate to the City of Stuart the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of SE Willoughby Boulevard ~~within thirty days of the City's request for same.~~ no later than 120 days from the approval date of the timetable extension.

35. The Association will incorporate a deed restriction relating to the placement of waste bins within the property.

36. The Developer agrees to contribute \$800.00 per residential unit (\$53,600.00 aggregate), or a lower amount to be determined by a calculation formula to be agreed and adopted by the City in co-ordination with the Martin County School District in respect of a contribution of mutual benefit (CMB), at the time of final site construction plan approval and prior to the release of any building permits.

37. The Developer agrees to co-ordinate with the Martin County School District regarding the possibility of the provision of a school bus stop at the development prior to final building plan approval.

38. Irrigation of landscaping materials on the site shall not utilize water extraction from a well source, and be as far as possible from the use of a non-potable water supply.

39. The property owner agrees to be liable for burying overhead utilities adjacent to or upon its property, other than FPL transmission lines. The City requires adjacent property owners to do the same as part of a comprehensive streetscape scheme. This provision shall not expire upon the transfer of the property from one owner to the next owner, but shall be deemed to "run with the land," and each and every deed out of an owner, as Grantor, and of all subsequent owners as grantors, shall contain this same provision, until such time as the overhead utilities are buried, and this provision is released by the City. This condition shall be memorialized by a separate writing signed by the owner and recorded in the public records of Martin County, as a deed restriction on the property.

City of Stuart

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

Cherie White
City Clerk

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

September 17, 2008

Clerk of the Circuit Court
Att: Recording Charlotte Burkey
P.O. Box 9016
Stuart, Fl. 34995

RE : Ordinance 2161-08 Kingsport Estates RPUD Amendment

Please record the above mentioned document into the Public Records of Martin County and return the original back to me in the return, self addressed stamped envelope.

Should you have any questions regarding this request please feel free to contact me at 772-288-5306.

Thank you,

Cherie White,

Cherie White, CMC
City Clerk
Enc.

CITY OF STUART, FLORIDA
CITY COMMISSION
AGENDA ITEM

15

MEETING DATE: June 23rd, 2008

PREPARED BY: Tom Reetz
Senior Project Planner

TITLE OF ITEM: Public Hearing: Request a Major Amendment to the Kingsport Residential Planned Unit Development (RPUD) for **Kingsport Estates** to amend the timetable for development.

PROPERTY LOCATION: The property is located on the South side of Central Parkway west of the proposed Willoughby Blvd. Extension.

PROPERTY NAME: Kingsport Estates

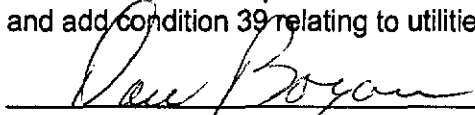
PROPERTY OWNER: Kingsport Development of Stuart, LLC, a Florida Limited Liability Company

REPRESENTATIVE: Robert Raynes, Esq. / Doug Schramm of Gunster Yoakley.

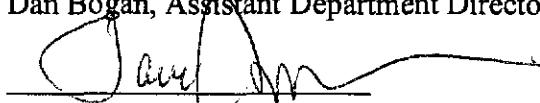
SEE ATTACHED DOCUMENTS:

- Location Plan- Aerial /Approved site plan/
- Staff Report
- Application and Timetable Extension Justification & Revised conditions for development
- Traffic approval memo, MTP group
- Original PUD #2036-05
- Resolution # 06-07 (1st amendment of the timetable for development.)
- Exhibit E – Kingsport Estates – Timetable for Development.
- Ordinance # 2161-08, amending the timetable for development.

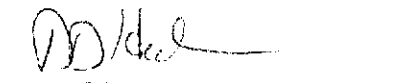
DEPARTMENT HEAD RECOMMENDATION: Replace Resolution #06-07 with Resolution #__-08 relating to the Development timetable (Exhibit A) which amended RPUD Ordinance 2036-05 condition #18 and replace condition #'s 31,32, & 34 relating to contributions made by the developer and add condition 39 relating to utilities.


Dan Bogan, Assistant Department Director

6/17/08
Date

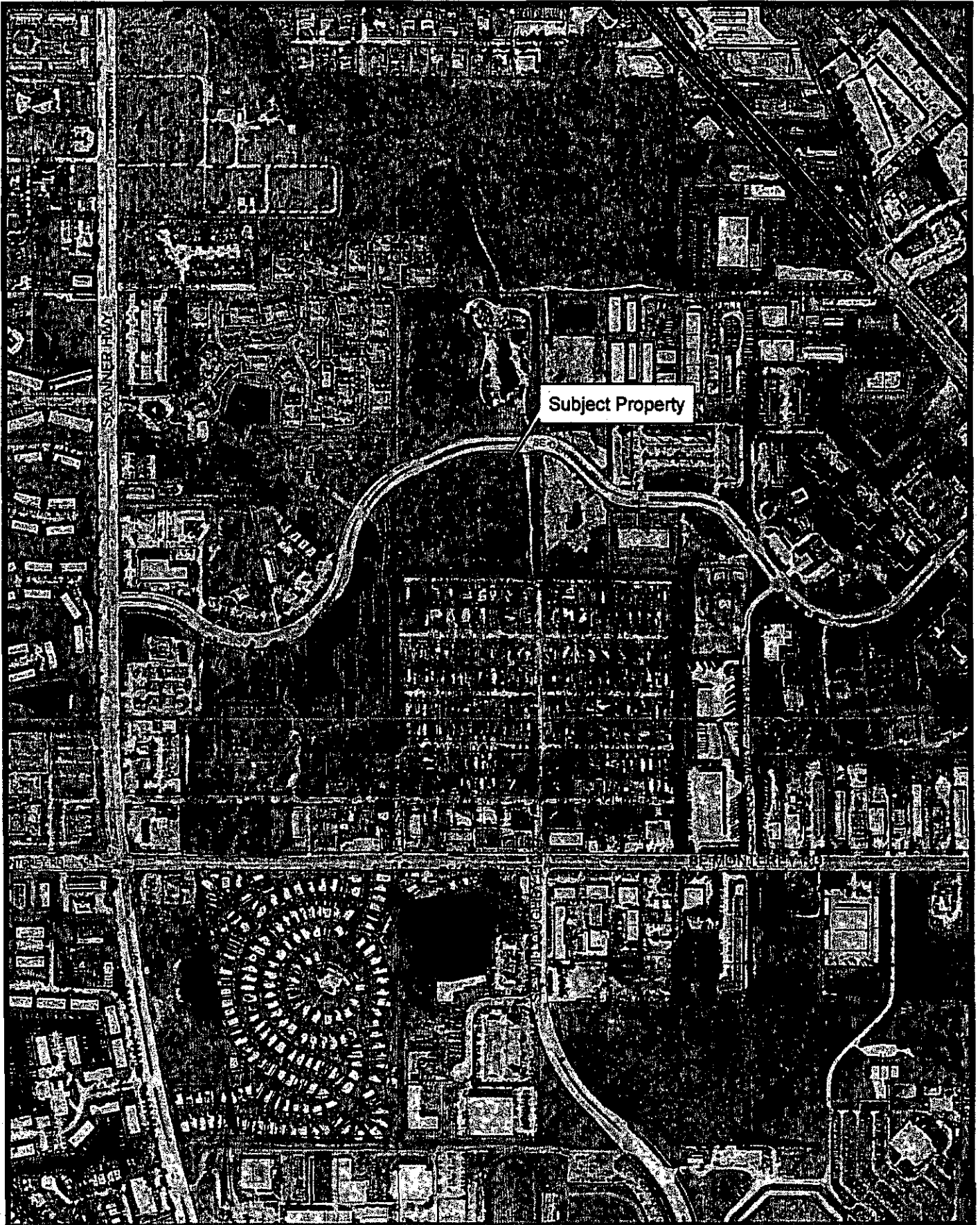

Paul Nicoletti, City Attorney

6-17-08
Date


Dan Hudson, City Manager

6/17/08
Date

Approved Project: Kingsport Estates



CITY OF STUART, FLORIDA
CITY COMMISSION
STAFF REPORT

MEETING DATE: June 23rd, 2008

PREPARED BY: Tom Reetz
 Senior Project Planner

TITLE OF ITEM: Public Hearing: Request a Major Amendment to the Kingsport Residential Planned Unit Development (RPUD) for **Kingsport Estates** to amend the Timetable for development.

Kingsport Estates is located on the South side of Central Parkway west of the proposed Willoughby Blvd. Extension. The property owner is Kingsport Development of Stuart, LLC The owners representatives are Robert Raynes, Esq. / Doug Schramm of Gunster Yoakley.

EXPLANATION / BACKGROUND INFORMATION ON AGENDA REQUEST:

On June 13th, 2005 the City Commission approved Ordinance number 2036-05, which approved the RPUD for the above project and the construction of 67 multifamily units. On January 8, 2007 the City Commission amended this Ordinance # 2036-5, by Resolution #06-07 to extend the time table of development. On December 6, 2007 a subsequent 2 year time table application extension application was submitted to the City which was denied by the commission on January 28th 2008. The applicant is requesting an amendment to the PUD agreement to extend the development time table by two years to amend the original RPUD and pursuant to Amendment to section 6.08.00 I of the City Land Development Code concerning the requirements for review of PUD timetable of development extension.

1. Any timetable extension resulting in an extension of 12 months over the original timetable of development will require a major PUD amendment.
2. Traffic concurrency will be reviewed.
3. Extensions greater than 12 months over the original timetable of development may be granted by City Commission for "good cause shown".
4. Any contributions conditioned as part of a PUD agreement shall be revisited upon application for extension.

The following development conditions taken from Ordinance # 2036-05 Exhibit F are recommended for payment no later than 120 days from approval of Major PUD amendment to Timetable for Development.

The Developer agrees to contribute its fair share in the amount of \$50,000, or a sum determined through fare share apportionment whichever is lower, to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No.1. (Condition # 31)

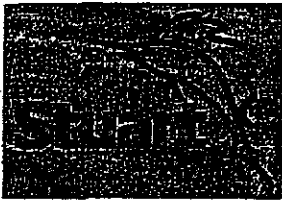
The Developer agrees to contribute its fair share in the amount of \$20,000 to the Poppleton Creek Watershed fund. (Condition # 32)

The Developer and /or Association agrees to dedicate to the City of Stuart the easterly 50 (fifty) feet of the property towards the eighty (80) feet of right-of-way required for the extension of SE Willoughby Boulevard within 30 days of the City's request for same. This includes corner clips and FPL additional easements. (Condition #34) (The city of Stuart is on record having made this request)

Contribution to the City's SE Central Parkway Street lighting Program will be revisited. (Referring to Condition #10)

The Developer agrees to contribute \$800 per residential unit (53,600 aggregate), or a lower amount to be determined by a calculation formula to be agreed and adopted by the City in coordination with Martin County School District in respect of a contribution mutual benefit (CMB), at the time of final site construction plan approval and prior to the release of any building permits.

RECOMMENDATION ACTION: Replace Resolution #06-07 with Resolution #__-08 relating to the Development timetable (Exhibit A) which amended RPUD Ordinance 2036-05 condition #18 and replace condition #'s 31,32, & 34 relating to contributions made by the developer.



PLANNED UNIT DEVELOPMENT (PUD) (LDR 6.08.00)

Please print clearly and provide all required information

121 SW Flagler Ave.
Stuart, FL 34994
Tel: 772-288-5326
Fax: 772-288-5388

DEVELOPMENT DEPARTMENT USE ONLY	
PUD Ref#	08040005

A.	REZONING TO CPUD FEE \$3,584.00		FLOORSPACE (must be greater than 20,000 sq. ft.)
	REZONING TO RPUD FEE \$3,584.00		SITE AREA (must be greater than 0.5 Acre)
	REZONING TO MXPUD FEE \$3,584.00		SITE AREA (must be greater than 0.5 Acre)
	REZONING TO IPUD FEE \$3,584.00		SITE AREA (must be greater than 1.0 Acre)
	MAJOR PUD AMENDMENT FEE \$3,072.00	X	MAJOR AMENDMENT DEFINED AT Sec 6.08.00. I.
	MINOR PUD AMENDMENT FEE \$2,048.00 (TEXT ONLY \$1,000)		MINOR AMENDMENT DEFINED AT Sec 6.08.00. I.

PROPERTY INFORMATION				
B.	PROJECT TITLE	Kingsport Estates		
	PARCEL ID#	09-38-41-000-000-00540-20000		
	CURRENT ZONING	RPUD		
	CURRENT FUTURE LAND USE	Multifamily		
	PRESENT USE	Undeveloped		
	SITE AREA	8.14 acres		
	STREET ADDRESS	South side of Central Parkway west of the proposed Willoughby Road Extension		
	AGENT	Robert S. Raynes, Esq.		
	COMPANY	Gunster Yoakley & Stewart, P.A.		
	PHONE	772.288.1980	FAX	772.288.0610

PETITIONER INFORMATION				
C.	NAME	Kingsport Development of Stuart, LLC, a Florida limited liability company		
	STREET ADDRESS	10908 NW 67 th Place		
	CITY	Parkland		
	STATE	FL	ZIP	33076
	PHONE	954.275.1047	FAX	954.344.9537
	SIGNATURE OF OWNER OR AGENT	Date		

SUBMITTAL REQUIREMENTS (9 sets of all documents)						
D.	SITE PLAN	N/A	LANDSCAPE PLAN	N/A	TRAFFIC ANALYSIS	X
	BOUNDARY SURVEY	N/A	LEGAL DOCUMENTS DEMONSTRATING UNIFIED CONTROL	X	ARCHITECTURAL ELEVATIONS	N/A
	ZONING MAP EXTRACT	N/A	FUTURE LAND USE MAP EXTRACT	N/A	AFFIDAVIT PERMITTING REPRESENTATION	X
	DATE OF PRE- APPLICATION	N/A	ENVIRONMENTAL ANALYSIS	N/A		

BRIEF EXPLANATION OF PROPOSAL

See attached transmittal letter

Kingsport Estates Timetable Extension Justification

The 8.14 acre Kingsport Estates multi-family project is located on the south side of SE Central Parkway west of the proposed Willoughby Boulevard extension. On June 13, 2005 the City Commission approved Ordinance # 2036-05, which approved the Planned Unit Development Zoning Agreement for a 67 multi-family unit development project. On January 8, 2007 the City Commission amended Ordinance # 2036-05, by Resolution # 06-07 to extend the time table of development. On December 6, 2007 a subsequent two year time table application extension request was submitted to the City and as a result, the extension was denied by the Commission on January 28, 2008 due to lack of detailed information to support the request. The history of the projects development time table is as follows:

- Ordinance # 2036-05 required the first building permit to be submitted by no later then **December 31, 2006** and a Certificate of Occupancy shall be issued for the last building permit no later then **December 31, 2008**.
- Resolution # 06-07 required the first building permit to be submitted by no later then **December 31, 2007** and a Certificate of Occupancy shall be issued for the last building permit no later then **December 31, 2009**.

The first development time table extension was necessary due to the fact that the applicant was obtaining applicable agency permits (e.g. SFWMD), which at times can be arduous and time consuming and the City review of the Final Site Civil Construction Plans took a considerable amount of time. The applicant was also burdened with the mitigation of on-site soil contamination, which consisted of soil testing, soil removal and permitting through the City of Stuart. There is a considerable amount of risk in submitting building plans simultaneously with the review of the Final Site Civil Construction Plans from a financial and planning perspective, which was the basis for not submitting the plans before the December 31, 2006 deadline date.

Most recently, the applicant has been actively engaged in working with Captec Engineering who has been hired by Martin County to develop roadway plans for the extension of Willoughby Boulevard. The applicant agreed to donate 50 feet of its property to the City for the Willoughby Boulevard extension. However, the County is requesting additional right-of-way and an easement over the property above and beyond the 50 foot dedication to the City. This has resulted in a considerable amount of time and effort on the part of the applicant to determine if it can accommodate the County's request without impacting the approved site plan. Additionally, the applicant is in the process of developing building plans for submittal to the City, and will submit accordingly, if the Commission grants the time table extension request. Upon approval of the building plans, the applicant will proceed forward with the development of the property. Therefore, the applicant is requesting a time table extension for an additional 2 year and based on the above mentioned factors feel that a time table extension is justifiable. For your convenience, attached please find a Project Timeline for Civil Engineering Site Construction Plan Approval, which outlines external factors that contributed to the delay of the project.

**Kingsport Estates
Stuart, Florida
Project Timeline for Civil Engineering Site Construction Plan Approval**

Task	Completion Date
PUD Approval	June 13, 2005
Mitigation of On-site Soil contamination	Through June 2006
Prepared (CREECH) Final Civil Engineering Plans for submittal	July - October 2006
SFWMD Permit Submittal	November 8, 2006
Civil Engineering Application Submittal	November 16, 2006
1 st Timetable Ext. (Resolution # 06-07)	January 8, 2007
1 st City Comments on Civil Engineering Application	January 18, 2007
Coordinated with Martin County regarding location of ingress/egress drive in relation to Willoughby Blvd. extension	January - February 2007
Notice of Need for Administrative Amendment	February 26, 2007
Responded to 1st City Comments on Civil Engineering Application	March 28, 2007
Administrative Amendment Submittal	April 17, 2007
Revised SFWMD Permit Application	June 2007
Response to SFWMD Verbal Comments	July 7, 2007
Second City Comments on Civil Engineering Application	July 17, 2007
Administrative Amendment Approved	July 27, 2007
Receipt of SFWMD Agency Permit (ERP, WU)	August 14, 2007
Payment of Final Recording Fees	October 1, 2007
Negotiate with Martin County, through Captec Engineering right-of-way dedication for Willoughby Blvd. extension	November - Dec. 2007 (pending)
2 nd Timetable Ext. Submittal	December 4, 2007
Approved by the LPA Board	January 17, 2008
City Commission (Requested applicant to resubmit a new application to further justify time table extension)	January 28, 2008

Summary Points:

- **Mitigation of On-Site Soil Contamination, which consisted of soil testing, soil removal and permitting through City of Stuart (1 year)**
- **Coordinated with Martin County regarding location of ingress/egress drive in relation to Willoughby Blvd. extension (2 months)**
- **Revised Site Plan and Engineering Plans for Administrative Amendment through City of Stuart and revised Engineering Plans for SFWMD Permit Application (3.5 months)**
- **Responded to 1st City Comments on Engineering Application and received Second City Comments on Civil Engineering Application (4.5 months)**
- **Negotiate with Martin County, through Captec Engineering right-of-way dedication for Willoughby Blvd. Extension (2 months)**

EXHIBIT F**KINGSPORT ESTATES - SPECIAL CONDITIONS**

1. The project shall adhere to the Final Site Plan (project number 1910) prepared by Lucido & Associates and dated 5.23.05, as revised.
2. The project shall adhere to the Landscape Plan (project number 1910) prepared by Lucido & Associates and dated 5.23.05, as revised.
3. The project shall adhere to the Building Elevations (1)7) and Model A, Model B and Model C floor plans, as revised.
4. All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corps of Engineers and Florida Department of Transportation, shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit.
5. The development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - a. Site plan construction approval;
 - b. The issuance of building permits to commence construction; and
 - c. Pays all applicable impact and permit fees.
6. All necessary City departments shall review and approve the final site plan construction drawings proposal prior to the issuance of any development permits.
7. Final site plan construction drawings shall be reviewed and approved by the City's civil engineer.
8. Proposed landscaping in the SE Central Parkway median shall be preserved and maintained by the developer and/or homeowner's association in perpetuity.
9. In addition to landscaping in the SE Central Parkway median, improvements shall consist of irrigation, installation of a "D" curb and up lighting. Final plans shall be reviewed and approved by all necessary City departments prior to the issuance of a development permit.
10. Developer agrees to pay their fair share into the City's SE Central Parkway Street Lighting Program.
11. Any existing sidewalks damaged along SE Central Parkway during construction, or requiring fill replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.

12. In order to monitor the proper installation of materials, material quality and long-term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum of two years after site development. In addition, a performance bond or letter of credit in the amount of 25% of the fair market value of landscape material shall be provided to the City prior to the issuance of a Certificate of Occupancy for the last building to guarantee material replacement and maintenance. The security will be held for two years.
13. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to the issuance of a Certificate of Occupancy. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
14. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.
15. "Hat racking" of trees is prohibited on the property.
16. A Landscape Maintenance Agreement, executed in accordance with the City's Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy for the last building.
17. Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed fifteen feet (15') in height. The light poles shall be painted black and shall be decorative. The lighting shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2-foot candles as measured from the common boundary.
18. Timetable for development shall be as follows:

The first building permit shall be submitted no later than ~~December 31, 2007~~ June 9, 2010 and a Certificate of Occupancy shall be issued for the last building permit no later than ~~December 31, 2009~~ 11.
19. The sales trailer shall be Department of Community Affairs (DCA) certified. The sales trailer requires a separate building permit.
20. Abandoned vehicles, trucks over one ton capacity, boats and recreational vehicles are prohibited on the property, with the exception of vehicles or boats stored in a home owner's garage. Recreational vehicles and trucks over one ton capacity may be permitted for a limited period of time not to exceed a nonconsecutive 24-hour day period.
21. A City Home Occupational License shall be the only type of business permitted on the property.

22. Construction activity shall be limited to 7:00 am to 6:00 pm Monday thru Friday and 8:00 am to 6:00 pm Saturday thru Sunday. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
23. Construction access shall be limited to SE Central Parkway and posted accordingly.
24. Loading areas or docks, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.
25. Where practicable, all enclosed mechanical equipment shall be painted either black or dark green or any other color subject to approval by the City Development Director.
26. Street furniture, cabanas, bike racks, and any other outdoor amenity provided on-site shall be of high quality and aesthetically pleasing appearance.
27. The clubhouse and pool amenities shall remain in perpetuity within the project.
28. Billboards are prohibited on the property.
29. Any modifications to the master and final development plans, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks, building location, parking size, location and number, drainage areas and location of landscaping shall require further approval by the City Commission via a public hearing.
30. A subdivision plat shall be approved by the City Commission prior to the issuance of a certificate of occupancy and shall be recorded in the public records of Martin County prior to the transfer or lease of any units.
31. The Developer agrees to contribute its fair share in the amount of \$50,000.00, or a sum determined through fair share apportionment whichever is the lower, to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No. 1 ~~at the time of final site construction plan approval and prior to the release of any building permits.~~ No later then 120 days from the approval date of the timetable extension.
32. Developer agrees to contribute its fair share in the amount of \$20,000.00 to the Poppleton Creek Watershed fund ~~at the time of final site construction plan approval and prior to the release of any building permits.~~ No later then 120 days from the approval date of the timetable extension.
33. Individual pools, enclosures and building additions located within townhome lots are prohibited on the property, except screen enclosures of the patio area may be allowed over the initially constructed patio area of the unit to which it is attached subject to obtaining the required permits.
34. The Developer and/or Association agrees to dedicate to the City of Stuart the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of SE Willoughby Boulevard ~~within thirty days of the City's request for same.~~ No later then 120 days from the approval date of the timetable extension.
35. The Association will incorporate a deed restriction relating to the placement of waste bins

36. The Developer agrees to contribute \$800.00 per residential unit (\$53,600.00 aggregate), or a lower amount to be determined by a calculation formula to be agreed and adopted by the City in co-ordination with the Martin County School District in respect of a contribution of mutual benefit (CMB), at the time of final site construction plan approval and prior to the release of any building permits.
37. The Developer agrees to co-ordinate with the Martin County School District regarding the possibility of the provision of a school bus stop at the development prior to final building plan approval.
38. Irrigation of landscaping materials on the site shall not utilize water extraction from a well source, and be as far as possible from the use of a non-potable water supply.
39. The property owner agrees to be liable for burying overhead utilities adjacent to or upon its property, other than FPL transmission lines - whenever the City requires adjacent property owners to do the same as part of a comprehensive streetscape scheme. This provision shall not expire upon the transfer of the property from one owner to the next owner, but shall be deemed to "run with the land," and each and every deed out of an owner, as Grantor, and of all subsequent owners as grantors, shall contain this same provision, until such time as the overhead utilities are buried, and this provision is released by the City. This condition shall be memorialized by a separate writing signed by the owner and recorded in the public records of Martin County, as a deed restriction on the property.



MTP Group, Inc.
12798 Forest Hill Boulevard, Suite 303
Wellington, FL 33414
Phone: (561) 795-0678 Telefax: (561) 795-0230

MEMORANDUM

To: Tom Reetz, Senior Project Planner
City of Stuart

From: Maria M. Tejera, P.E. *MHT*

Date: January 7, 2008

Subject: Kingsport Estates

We have reviewed a traffic impact analysis prepared by Pinder Troutman Consulting, Inc. revised November 27, 2007 for the above subject project. The project is to be located on south side of SE Central Parkway to the east of Kanner Highway (SR 76). The proposed development includes 67 townhouse units with a single access driveway into SE Central Parkway. Buildout of the development has been analyzed for the year 2011.

Our review has been based on the requirements of the *City of Stuart Concurrency Management System (CMS), Ordinance Number 1811-01*. The trip generation potential of the proposed development was based on trip generation rates contained in the *Institute of Transportation Engineers, Trip Generation Report, 7th Edition*. Based on these rates, the net trip generation potential of the development is 37 trips during the a.m. and 43 trips during the p.m. peak hour.

Based on the information presented, the project meets the requirements of the City of Stuart Concurrency Management System, Ordinance 1811-01.

Should you have any questions concerning the above, please give us a call at (561) 795-0678.

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2036 - 05

INSTR 2 1851431
OR BK 02030 PG 2522
RECORDED 06/29/2005 11:13:54 AM
MARSHA EUTING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkes

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO REZONE AN 8.14 ACRE PROPERTY ON THE SOUTH SIDE OF S.E. CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST TO ESTABLISH THE KINGSFORT RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) FOR "KINGSFORT ESTATES"; DECLARING THE RPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; REVISING THE ZONING MAP ACCORDINGLY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, an application for the rezoning of an 8.14 acre property on the south side of S.E. Central Parkway approximately midway between its intersections with S. Kanner Highway to the west and U.S. Highway One to the east, hereinafter the "Property," to establish the Kingsport Residential Planned Unit Development (RPUD) for "Kingsport Estates" was properly filed on February 4, 2004 on behalf of the owner of the Property, being Kingsport Development of Stuart, LLC, a Florida limited liability corporation, by Lucido & Associates, hereinafter the "Owner"; and

1 WHEREAS, the City Commission held a properly noticed quasi-judicial
2 hearing at its regular City Commission meeting on May 9, 2005 to consider the
3 application for rezoning the Property to RPUD; and

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

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

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

11
12 SECTION 1: The foregoing recitals are true and adopted as findings of fact and
13 conclusions of law.

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

17 SECTION 3: The Property is hereby rezoned to "Kingsport Residential Planned
18 Unit Development" (RPUD). A development agreement that is consistent with the terms
19 of this ordinance is hereby approved and shall be executed by the Owner and by the City
20 and recorded in the Martin County, Florida public records.

21 SECTION 4: The RPUD zoning classification is consistent with the
22 Comprehensive Plan of the City of Stuart, Florida.

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

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

- 5 1. The "Kingsport Estates Final Site Plan" prepared by Lucido & Associates,
6 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24, 2005.
- 7 2. The "Kingsport Estates Landscape Plan" prepared by Lucido & Associates,
8 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24, 2005.
- 9 3. The "Kingsport Estates Landscape Specifications" prepared by Lucido &
10 Associates, 701 E. Ocean Blvd., Stuart, FL 34994, last revised March 24,
11 2005.
- 12 4. The elevations entitled "7 Unit Building" including the "rear elevation" and
13 the "front elevation," received by the City Development Department on April
14 8, 2005.
- 15 5. The unit floor plans entitled "Model A" including the "first floor" and the
16 "second floor," received by the City Development Department on April 8,
17 2005.
- 18 6. The unit floor plans entitled "Model B" including the "first floor" and the
19 "second floor," received by the City Development Department on April 8,
20 2005.
- 21 7. The unit floor plans entitled "Model C" including the "first floor" and the
22 "second floor," received by the City Development Department on April 8,
23 2005.

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

8 SECTION 7: The rezoning of the Property is subject to the conditions of
9 development set forth in "Exhibit C" attached hereto and made a part hereof by reference.

10 SECTION 8: If the completion of construction or development pursuant to the
11 final development plan has not been accomplished as provided herein, or if the
12 developer has in any other manner failed as determined by the City Development
13 Director to comply with any term or condition of this PUD ordinance, no development
14 orders, building permits or certificates of occupancy will thereafter be issued by the City
15 in relation to any development activity within the PUD site. In such event the City
16 Development Director shall notify the developer of the alleged breach and of the time,
17 date and place of a hearing before the City Commission at which the developer may
18 appear and may contest the allegation of breach or explain the reason or reasons for
19 the breach.

20 In the event a breach is found to have occurred, the City Commission may
21 initiate the process to amend this PUD ordinance. In the event a breach is found to
22 have occurred, the City Commission may also direct that the City Development Director
23 initiate the process to rezone the PUD property or any portion of the PUD property.

1 Any breach of any provision or condition of this PUD ordinance by the developer
2 shall be considered a zoning violation subject to any remedies provided therefor in this
3 PUD ordinance, as well as any other remedies provided in this subsection. Any breach
4 of any provision or condition of this PUD ordinance by the developer shall also be
5 considered a zoning violation subject to the jurisdiction of the City Codes Enforcement
6 Board.

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

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

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

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

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

1 PASSED on first reading this 10th day of May, 2005.

2 ADOPTED on second and final reading this 13th day of June, 2005.

3 ATTEST:

4 
5
6
7 CHERYL WHITE
8 CITY CLERK


MICHAEL J. MORTELL
MAYOR

10 APPROVED AS TO FORM
11 AND CORRECTNESS:

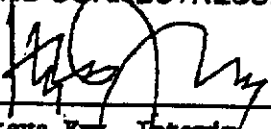
12 
13
14
15 Steve Fry, Interim
16 CITY ATTORNEY



EXHIBIT A**KINGSPORT ESTATES - LEGAL DESCRIPTION**

A parcel of land lying in Section 9, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter of the Southwest quarter of said Section 9; thence South 00°22'03" West along the East line of said Southwest quarter a distance of 746.37 feet to a point on the South right-of-way of Central Parkway and the POINT AND PLACE OF BEGINNING; thence continuing South 00°22'03" West a distance of 580.16 feet to a point on the North right-of-way of San Jose Street; thence North 89°16'18" West a distance of 660.71 feet to a point; thence North 00°21'26" East a distance of 414.03 feet to a point of curve and the South right-of-way of Central Parkway, said curve being concave to the South having a radius of 445.00 feet, a central angle of 10°59'51"; thence in a clockwise direction along the arc of said curve and right-of-way a distance of 85.41 feet to a point; thence North 66°34'15" East a distance of 204.53 feet to a point of curve, said curve being concave to the South, having a radius of 445.00 feet, a central angle of 23°49'37"; thence in a clockwise direction along the arc of said curve a distance of 185.06 feet to a point; thence South 89°36'08" East continuing along said South right-of-way a distance of 219.46 feet to the POINT AND PLACE OF BEGINNING.

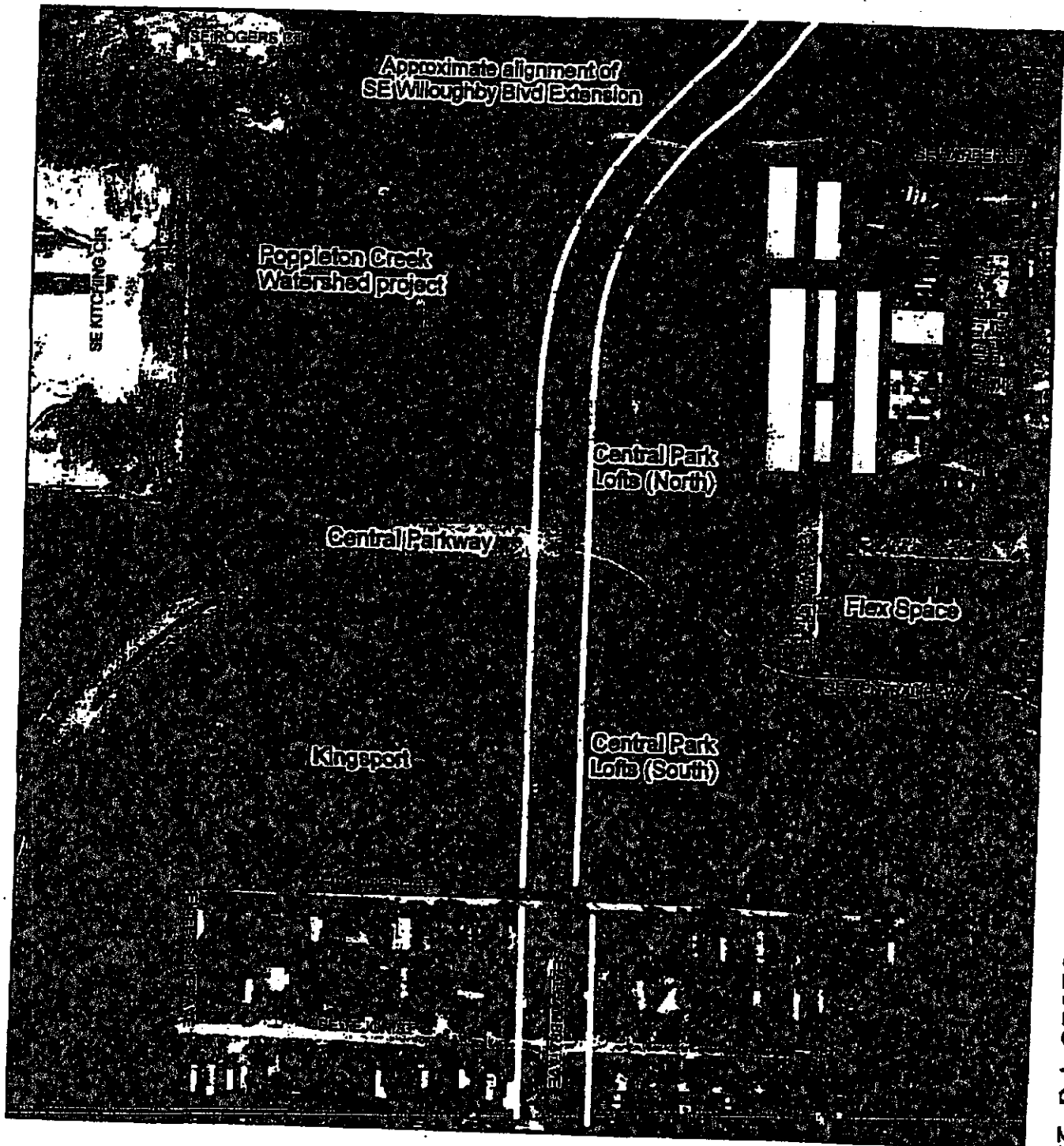
Containing 8.14 acres, more or less.

Parcel Control No.: 09-38-41-000-000-00540-2

DR BK 02030 PG 2528

EXHIBIT B

Kingsport Major amendment to Central Park RPUD Location Map



OR BK 02030 PG 2529

Kingsport Conditions

Exhibit C

- 1) The project shall adhere to the Final Site Plan (project number 1910) prepared by Lucido and Associates and dated 3.24.05 as revised.
- 2) The project shall adhere to the Landscape Plan (project number 1910) prepared by Lucido and Associates and dated 3.24.05 as revised.
- 3) The project shall adhere to the Building Elevations (D7) and Model A, Model B and Model C floor plans, as revised.
- 4) All regulatory agency permits, including but not limited to the South Florida Water Management District, Army Corp of Engineers, Florida Department of Transportation shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit.
- 5) The development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - i. Site Plan construction approval;
 - ii. The issuance of building permits to commence construction; and
 - iii. Pays all applicable impact and permit fees.
- 6) All necessary City departments shall review and approve the final site plan construction drawings proposal prior to the issuance of any Development Permits.
- 7) Final site plan construction drawings shall be reviewed and approved by the City's civil engineer.
- 8) Proposed landscaping in the SE Central Parkway median shall be preserved and maintained by the developer and/or home owner's association in perpetuity.
- 9) In addition to landscaping in the SE Central Parkway, median improvements shall consist of irrigation, installation of a "D" curb, and up lighting. Final plans shall be reviewed and approved by all necessary City departments prior to the issuance of a development permit.
- 10) Developer agrees to pay their fair share into the City's SE Central Parkway Street Lighting Program.
- 11) Any existing sidewalks damaged along SE Central Parkway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.
- 12) In order to monitor the proper installation of materials, material quality and long term maintenance of the site, a comprehensive inspection schedule by an independent landscape professional chosen by the City shall be required. The inspections will occur during the entire development process as well as twice a year for a minimum

of two years after site development. In addition, a performance bond in the amount of 25% of the fair market value of landscape material shall be provided to the City prior to the issuance of a Certificate of Occupancy for the last building to guarantee material replacement and maintenance. The security will be held for two years.

- 13) The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to the issuance of a Certificate of Occupancy. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.
- 14) All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and to the general public.
- 15) "Hat racking" of trees is prohibited on the property.
- 16) A Landscape Maintenance Agreement, executed in accordance with the City Land Development Regulations, shall be submitted for review and approval prior to the issuance of a Certificate of Occupancy for the last building.
- 17) Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Site lighting shall not exceed 15' (fifteen feet) in height. The light poles shall be painted black and shall be decorative. The lighting shall not spill off-site and shall be directed to the ground. Light pole intensity shall not exceed .2 foot candles as measured from the common boundary.
- 18) Timetable for development shall be as follows:

The first building permit shall be submitted no later December 31, 2006 and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2008.
- 19) The Sales trailer shall be Department of Community Affairs (DCA) Certified. The Sales trailer requires a separate building permit.
- 20) Abandoned vehicles, boats, trucks over one ton capacity, and recreational vehicles are prohibited on the property, with the exception of vehicles stored in a home owner's garage. Recreational vehicles and trucks over one ton capacity may be permitted for a limited period of time not to exceed a nonconsecutive 24 hour day period.
- 21) A City Home Occupational License shall be the only type of business permitted on the property.
- 22) Construction activity shall be limited to 7:00 am to 6:00 pm Monday thru Friday and 8:00 am to 6:00 pm Saturday thru Sunday. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
- 23) Construction access shall be limited to SE Central Parkway and posted accordingly.

- 24) Loading areas, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view and shall be maintained in a clean and orderly fashion.
- 25) Where practicable, all enclosed mechanical equipment shall be painted either black or dark green or any other color subject to approval by the City Development Director.
- 26) Street furniture, Cabanas, bike racks, and any other outdoor amenity provided on-site shall be of high quality and aesthetically pleasing appearance.
- 27) Club house and pool amenities shall remain in perpetuity within the project.
- 28) Billboards are prohibited on the property.
- 29) Any modifications to the Master & Final Development Plan, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks; building location; parking size, location and number; drainage areas; and location of landscaping shall require further approval by the City Commission via a public hearing.
- 30) A subdivision plat shall be approved by the City Commission prior to the issuance of a certificate of occupancy and shall be recorded in the public records of Martin County prior to the transfer or lease of any units.
- 31) The developer agrees to contribute its fair share in the amount of \$ 50,000 or a sum determined through fair share apportionment whichever is the lower to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No.1 at the time of final site construction plan approval and prior to the release of any building permits.
- 32) The developer agrees to contribute its fair share in the amount of \$20,000 to the Poppleton Creek Watershed Project fund at the time of final site construction plan approval and prior to the release of any building permits.
- 33) Individual pools, enclosures and building additions located within town-home lots are prohibited on the property, except screen enclosures of the patio area may be allowed over the initially constructed patio area of the unit to which it is attached and subject to obtaining the required permits.
- 34) The developer and/or association agrees to dedicate to The City of Stuart the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of SE Willoughby Boulevard within 30 days of the City's request for same.
- 35) The association will incorporate a deed restriction relating to the placement of waste bins within the property.

- 36) The developer agrees to contribute \$800 per residential unit (\$53,600 aggregate) or a lower amount to be determined by a calculation formula to be agreed and adopted by the City in co-ordination with the Martin County School District in respect of a contribution of mutual benefit (CMB) at the time of final site construction plan approval and prior to the release of any building permits
- 37) The developer agrees to co-ordinate with the Martin County School District regarding the possibility of the provision of a school bus stop at the development prior to final building plan approval.
- 38) Irrigation of landscaping materials on the site shall not utilize water extraction from a well source, and be as far as possible from the use of a non-potable water supply.



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 06-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A MINOR AMENDMENT TO THE "KINGSPORT RPUD AGREEMENT - MINOR PUD AMENDMENT" DESCRIBED IN ORDINANCE NO. 2036-05; PROVIDING FOR A REVISED TIMETABLE FOR DEVELOPMENT; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 13, 2005 the City approved a Planned Unit Development Zoning Agreement between Kingsport Development of Stuart, LLC and the City of Stuart creating Kingsport Estates, a Residential Planned Unit Development, hereinafter the "PUD"; and

WHEREAS, the owner of the PUD property, Kingsport Development of Stuart, LLC, a Florida limited liability corporation, has requested that the PUD documents be amended in a manner which is consistent with the City Comprehensive Plan and is in harmony with surrounding properties and their anticipated development.

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

INSTR 1985088
OR BK 02213 PG 0903
Pg 0903 - 9051 (3pgs)
RECORDED 01/09/2007 03:55:36 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C BURKE

Res. 06-07

SECTION 1: The City Commission hereby approves an amendment to the PUD documents to provide for a revised timetable for development. The applicant showed by substantial competent evidence that the amendment application is consistent with the Comprehensive Plan of the City and with the procedural requirements of the law.

SECTION 2: the conditions of PUD approval set forth in "Exhibit F" of Ordinance No. 2036-05 amended at condition #18 and at "Exhibit E" condition B of the Kingsport Planned Unit Development zoning agreement prepared by John Carmody, Jr of Gunster, Yoakley Stewart PA, are amended to provide an amended timetable of development, and as attached hereto as "Exhibit A."

SECTION 3: In all other respects and except as amended hereby, Ordinance No. 2036-05 shall remain in full force and effect.

This resolution shall take effect upon adoption.

ADOPTED this 8th day of January 2007.

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

MARY HUTCHINSON, MAYOR
JEFFREY KRAUSKOPF, VICE-MAYOR
MICHAEL MORTELL, COMMISSIONER
CAROL S. WAXLER, COMMISSIONER
JAMES A. CHRISTIE, COMMISSIONER

YES	NO	ABSENT
☒	☐	☐
☒	☐	☐
☒	☐	☒
☒	☐	☐
☒	☐	☐

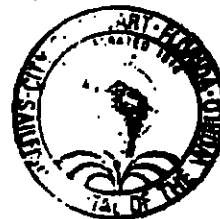
ATTEST:

Cheryl White
CHERYL WHITE
CITY CLERK

Mary Hutchinson
MARY HUTCHINSON
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

Paul J. Nicoletti
PAUL J. NICOLETTI, CITY ATTORNEY



Cheryl A. White
City Clerk

Kingsport RPUD

Resolution#06-07

Development Conditions

EXHIBIT A

Development Timetable:

1. Timetable for development shall be as follows:

The first building permit shall be submitted no later than December 31, 2007, and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 2009.

2. Plat approval for the Kingsport Estates PUD must be obtained prior to the issuance of a certificate of occupancy and shall be recorded prior to the transfer or lease of any units.

INSTR # 1985088
OR BK 02213 PG 0903
Pg 0903 - 9051 (3p.55)
RECORDED 01/09/2007 03:55:36 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C. BURKE

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 06-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A MINOR AMENDMENT TO THE "KINGSPORT RPUD AGREEMENT - MINOR PUD AMENDMENT" DESCRIBED IN ORDINANCE NO. 2036-05; PROVIDING FOR A REVISED TIMETABLE FOR DEVELOPMENT; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 13, 2005 the City approved a Planned Unit Development Zoning Agreement between Kingsport Development of Stuart, LLC and the City of Stuart creating Kingsport Estates, a Residential Planned Unit Development, hereinafter the "PUD"; and

WHEREAS, the owner of the PUD property, Kingsport Development of Stuart, LLC, a Florida limited liability corporation, has requested that the PUD documents be amended in a manner which is consistent with the City Comprehensive Plan and is in harmony with surrounding properties and their anticipated development.

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

Kingsport RPUD

Resolution#08-??

Development Conditions

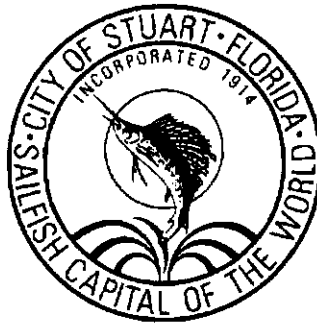
EXHIBIT E
KINGSPORT ESTATES – TIMETABLE FOR DEVELOPMENT

Development Timetable:

1. Timetable for development shall be as follows:

The first building permit shall be submitted no later than ~~December 31, 2007~~ June 9, 2009 and a Certificate of Occupancy shall be issued for the last building permit no later than December 31, 200910.

2. Plat approval for the Kingsport Estates PUD must be obtained prior to the issuance of a certificate of occupancy and shall be recorded prior to the transfer or lease of any units.



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 261 -08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING AN AMENDMENT TO THE "KINGSPORT ESTATES" PLANNED UNIT DEVELOPMENT AGREEMENT DESCRIBED IN ORDINANCE NO. 2036-05 AND AMENDED BY RESOLUTION NO. 06-07 OF THE STUART CITY COMMISSION; PROVIDING FOR A NEW TIMETABLE FOR ISSUANCE OF PERMITS FOR CONSTRUCTION AND CERTIFICATES OF OCCUPANCY FOR THE ADULT LIVING FACILITY AT THE SOUTH SIDE OF CENTRAL PARKWAY WEST OF THE PROPOSED WILLOUGHBY BLVD. EXTENSION IN THE CITY; AMENDING THE CONDITIONS OF DEVELOPMENT ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, at a hearing to amend the "Kingsport Estates" planned unit development described in Ordinance No. 2036-05 and amended by Resolution No. 06-07 of the Stuart City Commission, hereinafter the "PUD," to provide for a new timetable for issuance of permits for construction and certificate of occupancy for the construction of 67 multi-family units at Central Parkway west of the proposed

Ordinance ~~2011~~-08

Willoughby extension, the applicant showed by substantial competent evidence that the amendment application is consistent with the Comprehensive Plan of the City and with the procedural requirements of law; and

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

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

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

SECTION 2: The conditions of PUD approval set forth in "Exhibit C" of Ordinance No. 2036-05 and amended by Ordinance No. 1991-04 are amended by Resolution #06-07 and amended at the following conditions:

A: Condition #18 to provide a deadline for the issuance of permits for construction no later than June 9, 2010 and certificates of occupancy of December 31, 2011.

B: Condition #31,32 and 34 relating to contributions made by the developer no later than 120 days from approval of Major PUD amendment to Timetable for development.

C: Condition #39 relating to utilities.

SECTION 3: In all other respects and except as amended hereby, Ordinance No.2036-05 shall remain in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid; the invalidity shall not

Ordinance 2161-08

affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This ordinance shall take effect immediately upon adoption at second reading.

PASSED on first reading this ____ day of _____, 2008.

Commission member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Commission member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
JEFFREY KRAUSKOPF, MAYOR	☐	☐	☐
JAMES CHRISTIE., VICE MAYOR	☐	☐	☐
MARY L. HUTCHINSON, COMMISSIONER	☐	☐	☐
MICHAEL J. MORTELL, COMMISSIONER	☐	☐	☐
CAROL S. WAXLER, COMMISSIONER	☐	☐	☐

The Mayor thereupon declared the Ordinance duly passed and adopted this ____ day of _____, 2008

ADOPTED on second reading this ____ day of _____, 2008.

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO CORRECTNESS AND TO FORM:

PAUL NICOLLETTI, CITY ATTORNEY

15

CITY OF STUART, FLORIDA
CITY COMMISSION
AGENDA ITEM

MEETING DATE: July 14th, 2008

PREPARED BY: Tom Reetz
Senior Project Planner

TITLE OF ITEM: 2nd reading: Ord. 2161-08 (1st reading on June 23rd 2008 was approved by a 3-2 vote) Request a Major Amendment to the Kingsport Residential Planned Unit Development (RPUD) for **Kingsport Estates** to amend the timetable for development.

PROPERTY LOCATION: The property is located on the South side of Central Parkway west of the proposed Willoughby Blvd. Extension.

PROPERTY NAME: Kingsport Estates

PROPERTY OWNER: Kingsport Development of Stuart, LLC, a Florida Limited Liability Company

REPRESENTATIVE: Robert Raynes, Esq. / Doug Schramm of Gunster Yoakley.

SEE ATTACHED DOCUMENTS:

Ordinance #2161-08, amending the timetable for development.
Revised conditions for development

1st READING:

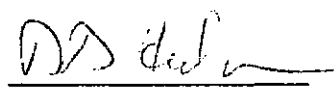
Staff has contacted FP&L concerning the estimated cost to bury overhead distributed feeder lines. The cost to bury the lines is approximately \$20,000 per pole. There are approximately 3 poles that lie on the easterly end of the applicants property that would need to be buried.

ORD.

DEPARTMENT HEAD RECOMMENDATION: Replace Resolution #06-07 with Resolution #2161-08 relating to the Development timetable (Exhibit A) which amended RPUD Ordinance 2036-05 condition #18 and replace condition #'s 31,32, & 34 relating to contributions made by the developer and condition #39 as it relates to overhead utilities.


Paul Nicoletti
City Attorney

7-9-08
Date


Dan Hudson
City Manager

7/9/08
Date

Return to:

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

ORDINANCE NO. 2161-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING AN AMENDMENT TO THE "KINGSPORT ESTATES" RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), AS APPROVED IN ORDINANCE NO. 2036-05 AND AMENDED BY RESOLUTION NO. 06-07 OF THE STUART CITY COMMISSION; PROVIDING FOR CONTRIBUTIONS BY THE DEVELOPER; PROVIDING A NEW TIMETABLE FOR ISSUANCE OF PERMITS FOR CONSTRUCTION AND CERTIFICATES OF OCCUPANCY FOR THE MULTI-FAMILY HOUSING AT THE SOUTH SIDE OF CENTRAL PARKWAY WEST OF THE PROPOSED WILLOUGHBY BLVD. EXTENSION IN THE CITY; FURTHER AMENDING THE CONDITIONS OF DEVELOPMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, at a hearing to amend the "Kingsport Estates" Planned Unit Development approved by Ordinance No. 2036-05 and amended by Resolution No. 06-07 of the Stuart City Commission, hereinafter the "RPUD," to provide for a new timetable for issuance of permits for construction and certificate of occupancy for the construction of 67 multi-family units at Central Parkway west of the proposed Willoughby extension, the applicant showed by substantial competent evidence that the amendment application is consistent with the Comprehensive Plan of the City and with the procedural requirements of law; and

**Ordinance 2161-08
Kingsport RPUD Amendments**

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

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

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

SECTION 2: The "Kingsport Conditions" attached as "Exhibit C" to Ordinance No. 2036-05 and further amended by Resolution #06-07, are hereby amended in accordance with the amended Conditions for Development attached hereto as Revised Exhibit "C" a copy of which is incorporated herein as if set forth below.

SECTION 3: In all other respects and except as amended hereby, Ordinance No.2036-05 shall remain in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid; the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This ordinance shall take effect immediately upon adoption at second reading.

Ordinance 2161-08
Kingsport RPUD Amendments

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:

PASSED on First Reading this 23rd day of June, 2008.

JEFFREY A. KRAUSKOPF, MAYOR
 JAMES CHRISTIE, VICE MAYOR
 MARY L. HUCHINSON, COMMISSIONER
 MICHEAL MORTELL, COMMISSIONER
 CAROL S. WAXLER, COMMISSIONER

YES	NO	ABSENT

ADOPTED on second and final reading this _____ day of July, 2008.

ATTEST:

 CHERYL WHITE
 CITY CLERK

 JEFFREY A. KRAUSKOPF
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:

 PAUL J. NICOLETTI
 CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2008, by Jeffrey Krauskopf and Cheryl White, the Mayor and City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Public, State of Florida
My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ACCEPTANCE AND AGREEMENT

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

**Ordinance 2161-08
Kingsport RPUD Amendments**

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

WITNESSES:

Kingsport Development of Stuart, LLC
A Florida Limited Liability Company

Print Name: _____

By: _____
It's Member-Manager

Print Name: _____

OWNERS' ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me
this _____ day of _____, 2008, by _____, the
_____ of _____.

Notary Public, State of Florida
My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



Our File Number: 25653.09000
 Writer's Direct Dial Number: (772) 288-1980
 Writer's E-Mail Address: rraynes@gunster.com

November 10, 2008

VIA HAND DELIVERY

Paul Nicoletti, City Attorney
 City of Stuart
 121 SW Flagler Avenue
 Stuart, FL 34994

OFFICE OF THE CITY ATTORNEY

NOV 10 2008

RECEIVED

Re: Kingsport Estates Residential Planned Unit Development

Dear Paul:

As you are aware, our client recently received an extension for its timetable of development for the Kingsport Estates Residential Planned Unit Development ("Kingsport"). In granting the extension for the timetable for development the City Commission required that the following three (3) conditions be met by no later then 120 days from the approval date of the timetable extension:

1. The Developer agree to contribute its fair share in the amount of \$50,000.00, or a sum determined through fair share apportionment, whichever is lower, to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No. 1;
2. The Developer agree to contribute its fair share in the amount of \$20,000.00 to the Poppleton Creek Watershed Fund; and
3. The Developer and/or Association agree to dedicate to the City of Stuart the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of SE Willoughby Boulevard.

Accordingly, please find enclosed the following:

1. A check made out to The City of Stuart in the amount of \$50,000.00 representing the sum required for the Kingsport's fair share contribution to a fund to provide a traffic signal at the intersection of SE Central Parkway and U.S. Highway No. 1.

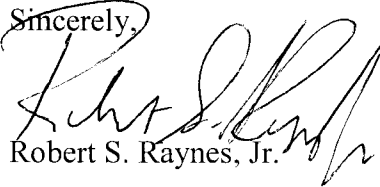
It is our understanding that The City of Stuart (the "City"), has not yet determined the fair share amount for the Kingsport development with respect to this traffic signal because the City has not received the contract bids for the traffic signalization. We further understand that the City does not anticipate being able to determine the fair share amount for Kingsport by the deadline for Kingsport making its contribution, which is November 11, 2008.

Accordingly, our client is willing to provide a check in the amount of \$50,000.00 to the City in order to meet the required Conditions of Development. However, in the event that Kingsport's fair share amount for the traffic signalization is less than \$50,000.00 we would want the City to agree to reimburse Kingsport for the difference in the \$50,000.00 and the actual fair share amount. We would request that the reimbursement check for Kingsport's actual fair share be delivered within fourteen (14) days of the City receiving the contract bids for the traffic signalization and determining Kingsport's fair share.

2. A check made out to the City of Stuart in the amount of \$20,000.00 representing the sum required for the Kingsport's fair share contribution to the Poppleton Creek Watershed Fund.
3. A Special Warranty Deed executed by Joel D. Neiberg, the Managing Member of Kingsport Development of Stuart, LLC, which conveys the easterly fifty feet of the property towards the eighty feet of right-of-way required for the extension of SE Willoughby Boulevard to the City of Stuart.

Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,



Robert S. Raynes, Jr.

cc w/enc: Joel Neiberg
Dan Hudson, City Manager
Jeffrey Krouskopf, City Mayor
James Christie, Vice Mayor
Carol Waxler, City Commissioner
Michael Mortell, City Commissioner
Mary Hutchinson, City Commissioner

Stuart 237030.1

THE SPIRITIS FAMILY LLL PARTNERSHIP

19496 BAY VIEW RD
BOCA RATON, FL 33434-5101

NOV - 6 2008
63-965 908
660
5210007110

1126

Pay to the order of

City of Stuart
Twenty Thousand and no/100 \$ 20,000.00

NORTHERN TRUST NA
Northern Trust

001125 06600965015210007110

THOMAS J. SPIRITIS

MP

THE SPIRITIS FAMILY LLL PARTNERSHIP

19496 BAY VIEW RD.
BOCA RATON, FL 33434-5101

NOV - 6 2008
63-965 908
660
5210007110

1125

Pay to the order of

City of Stuart
Twenty Thousand and no/100 \$ 20,000.00

NORTHERN TRUST NA
Northern Trust

001125 06600965015210007110

THOMAS J. SPIRITIS

MP