



AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

MAY 9, 2022

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

**Mayor Merritt Matheson
Vice Mayor Troy McDonald
Commissioner Becky Bruner
Commissioner Eula R. Clarke
Commissioner Mike Meier**

ADMINISTRATIVE

**City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel**

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

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

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

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - "THE FOLDING CITY" - A PRESENTATION BY CARSON KATRI OF CLARK ADVANCED LEARNING CENTER
2. CERTIFICATE OF RECOGNITION FOR STEVAN WEISS

PROCLAMATIONS

3. MINORITY HEALTH MONTH - APRIL 2022
4. LETTER CARRIERS' *STAMP OUT HUNGER* FOOD DRIVE DAY - MAY 14, 2022
5. SAFE BOATING WEEK - MAY 17-22, 2022
6. FLORIDA EMANCIPATION DAY - MAY 20, 2022
7. HISTORIC PRESERVATION MONTH - MAY 2022
8. MENTAL HEALTH AWARENESS MONTH - MAY 2022; NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI)
9. MENTAL HEALTH AWARENESS MONTH - MAY 2022; NEW HORIZONS
10. GARDEN WEEK - JUNE 5-11, 2022

PRESENTATIONS

11. STUART MAIN STREET ANNUAL UPDATE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

12. APPROVAL OF 04/25/2022 CCM MINUTES (RC)

13. BUDGET AMENDMENT FOR WALMART DONATION TO PUBLIC SAFETY (RC):

RESOLUTION NO. 09-2022; BA #3-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NUMBER 3 TO THE 2022 OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION OF A DONATION FROM WALMART CORPORATION AUTHORIZING THE EXPENDITURE OF FUNDS FOR POLICE COMMUNITY EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

14. AWARD OF ITB #2022-109: DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT (RC):

RESOLUTION No. 51-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2022-109, DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$49,690.00 TO UNDERWATER ENGINEERING SERVICES, INC. OF FORT PIERCE, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

15. CITY OF STUART COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM CONFLICT DISCLOSURE (RC)

16. LAND USE CHANGE TO CONSERVATION WITHIN AVONLEA (RC):

RESOLUTION No. 50-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO REQUEST AUTHORIZATION FOR STAFF TO COMMENCE A CITY INITIATED PROCESS TO DESIGNATE A CITY FUTURE LAND USE OF CONSERVATION ON CERTAIN TRACTS IDENTIFIED WITHIN THE NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD), PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

17. ATLANTIC POINT MARINA – MAJOR URBAN CODE CONDITIONAL USE APPROVAL – **(REQUEST FOR CONTINUANCE TO A DATE CERTAIN OF MAY 23, 2022 CCM)**

RESOLUTION No. 43-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL FOR MIDDLE ISLAND MANAGEMENT AND DEVELOPMENT, LLC

OWNER OF PROPERTY LOCATED AT 75 NW FLAGLER AVENUE, ADJACENT TO THE ST. LUCIE RIVER, PARALLEL TO NW FLAGLER AVENUE, NORTH DIXIE HIGHWAY, AND THE FEC RAILWAY, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; ALLOWING URBAN DESIGN VARIANCES TO THE URBAN WATERFRONT DISTRICT SUCH AS THE MAXIMUM CUMULATIVE FRONT BUILDING FAÇADE WIDTH OF 160 FEET, THE REQUIREMENT TO PROVIDE ADDITIONAL VISTA REQUIREMENTS FOR A BUILDING FAÇADE 100 FEET OR MORE IN WIDTH, MAXIMUM BUILDING HEIGHT OF THREE STORIES AND 35 FEET, THE REQUIREMENT TO PROVIDE BALCONIES ON THE WATERFRONT SIDE OF A BUILDING, FROM CERTAIN ARCHITECTURAL STANDARDS AND REGULATIONS AND SIDE SETBACKS OF NOT LESS THAN 10 FEET ON EACH SIDE; IN ORDER TO BUILD A BOAT BARN, RESTAURANT, SHIP STORE, BOAT SLIPS, AND ASSOCIATED MARINA USES. PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

18. INDIAN STREET SELF STORAGE DEVELOPMENT (RC):

ORDINANCE No. 2482-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 6.59-ACRE PROPERTY AT 1053 SOUTHEAST INDIAN STREET; LOCATED APPROXIMATELY ONE-HALF MILE EAST OF THE INTERSECTION AT WILLOUGHBY ROAD AND SE INDIAN STREET ON THE NORTH SIDE OF THE ROAD, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE BEE SAFE STORAGE CPUD CONSISTING OF ONE, THREE-STORY, 135,000-SQUARE-FOOT SELF STORAGE BUILDING AND EIGHT, ONE-STORY STORAGE BUILDINGS; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

19. ATLANTIC POINT MARINA - FUTURE LAND USE MAP CHANGE - MIDDLE ISLAND MANAGEMENT & DEVELOPMENT, LLC (RC):

ORDINANCE No. 2485-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "INDUSTRIAL" TO "MARINE INDUSTRIAL" FOR MIDDLE ISLAND MANAGEMENT AND DEVELOPMENT, LLC OWNER OF PROPERTY LOCATED AT 75 NW FLAGLER AVENUE, ADJACENT TO THE ST. LUCIE RIVER, PARALLEL TO NW FLAGLER AVENUE, NORTH DIXIE HIGHWAY, AND THE FEC RAILWAY, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Susej Meleqi

Title of Item:

ARTS MOMENT - "THE FOLDING CITY" - A PRESENTATION BY CARSON KATRI OF CLARK
ADVANCED LEARNING CENTER

Summary Explanation/Background Information on Agenda Request:

ARTS MOMENT - CLARK ADVANCED LEARNING CENTER

Funding Source:

N/A

Recommended Action:

Enjoy!

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Susej Meleqi

Title of Item:

CERTIFICATE OF RECOGNITION FOR STEVAN WEISS

Summary Explanation/Background Information on Agenda Request:

The Mayor and Roz Johnson will present a Certificate of Recognition to Stevan Weiss, a student intern from Clark Advanced Learning Center who spent 60 hours with various departments of the City to learn about public administration.

Funding Source:

N/A

Recommended Action:

Present certificate.

ATTACHMENTS:

1. Certificate of Recognition



CERTIFICATE OF RECOGNITION

The City of Stuart sincerely acknowledges

STEVAN WEISS

**For his dedication and commitment
of learning during the
"Clark Advanced Learning Center
Senior Internship Program."**

MERRITT MATHESON

Mayor

DAVID DYESS

City Manager

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Ryanne Cavo

Title of Item:

MINORITY HEALTH MONTH - APRIL 2022

Summary Explanation/Background Information on Agenda Request:

April is National Minority Health Month. The FDA's Office of Minority Health and Health Equity highlights important issues impacting diverse communities year-round, but National Minority Health Month gives us the opportunity to amplify those efforts.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Minority Health Month April 2022

**PROCLAMATION
MINORITY HEALTH MONTH
APRIL 2022**

WHEREAS, the United States has become increasingly diverse in the last century and is projected to be even more diverse in the coming decades; and

WHEREAS, although health indicators such as life expectancy and infant mortality have improved for most Americans, some minorities experience a disproportionate burden of preventable disease, death, and disability compared with non-minorities; and

WHEREAS, April is National Minority Health Month. The FDA's Office of Minority Health and Health Equity highlights important issues impacting diverse communities year-round, but National Minority Health Month gives us the opportunity to amplify those efforts; and

WHEREAS, the Department of Health in Martin County whose mission is to protect, promote and improve public health, recently launched a task force to address disparities and develop strategies to improve the health of all groups within our community.

NOW, THEREFORE, I, MERRITT MATHESON, Mayor of the City of Stuart, Florida do hereby proclaim April 2022, as:

MINORITY HEALTH MONTH

in the City of Stuart and encourages everyone to take time this month to learn about COVID-19 vaccines and boosters and support efforts to help eliminate health disparities, accelerate health equity, and make the City of Stuart a stronger and healthier City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 9th day of May, 2022.

MERRITT MATHESON
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: RYANNE CAVO

Title of Item:

LETTER CARRIERS' *STAMP OUT HUNGER* FOOD DRIVE DAY - MAY 14, 2022

Summary Explanation/Background Information on Agenda Request:

Every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one day food drive, distributing the donations to local food banks.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Stamp Out Hunger Day May 14, 2022

PROCLAMATION
LETTER CARRIERS' *STAMP OUT HUNGER*
FOOD DRIVE DAY
MAY 14, 2022

WHEREAS, every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one day food drive, distributing the donations to local food banks; and

WHEREAS, the Letter Carriers' Stamp Out Food Hunger Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, more than 1.82 billion pounds of food have been collected; and

WHEREAS, food collected during the Stamp Out Hunger food drive provides a critical supply for House of Hope and partnering local agencies who strive to empower Stuart and Martin County residents to overcome hunger and hardship. Collected food items supply the four Client Choice pantry services in Martin County and expanding nutrition initiatives designed to combat the rising levels of obesity-related illnesses in lower income households; and

WHEREAS, we recognize all letter carriers for their hard work and their commitment to their communities. All of the food collected in our community stays in our community and we support carriers' efforts to help those in need in our community.

NOW, THEREFORE, I, Merritt Matheson, Mayor of the City of Stuart do hereby proclaim May 14, 2022 as: **LETTER CARRIERS' *STAMP OUT HUNGER* FOOD DRIVE DAY** in the City of Stuart and encourage the citizens of our community to support the food drive by placing non-perishable food items in or near your mailbox on May 14, 2022. Your letter carrier will pick it up while delivering the mail – and together, we can all help to feed the hungry.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this 9th day of May, 2022.

MERRITT MATHESON
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: RYANNE CAVO

Title of Item:

SAFE BOATING WEEK - MAY 17-22, 2022

Summary Explanation/Background Information on Agenda Request:

U.S. Coast Guard statistics show that 650 people die annually in boating related accidents in the United States of which four of every five fatalities is due to drowning.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Safe Boating Week 2022

**PROCLAMATION
SAFE BOATING WEEK
May 17-22, 2022**

Commending United States Coast Guard Auxiliary Flotilla 59 Stuart

WHEREAS, U.S. Coast Guard statistics show that 650 people die annually in boating related accidents in the United States of which four of every five fatalities is due to drowning; and

WHEREAS, eighty-six percent (86%) of those drownings were of boaters who were not wearing a life preserver; and

WHEREAS, life preservers could have saved a large percentage of those who perished; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment nor environmental factors.

NOW, THEREFORE, I, MERRITT MATHESON, Mayor of the City of Stuart, Florida hereby commends the volunteer members of US Coast Guard Auxiliary Flotilla 59 for their efforts in furthering the goals of the National Safe Boating Week campaign, May 17-22, 2022, and the start of the year-round effort to promote boater safety.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 9th day of May, 2022.

MERRITT MATHESON
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: RYANNE CAVO

Title of Item:

FLORIDA EMANCIPATION DAY - MAY 20, 2022

Summary Explanation/Background Information on Agenda Request:

Emancipation Day helps shed light on the continuing challenges our country faces in combatting racism, inequity and inequality.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Florida Emancipation Day May 20, 2022

**PROCLAMATION
FLORIDA EMANCIPATION DAY
MAY 20, 2022**

- WHEREAS,** on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, freeing enslaved people in the rebelling Southern states, announcing “That on the first day of January, in the year of our Lord one thousand eight hundred and sixty-three, all persons held as slaves within any State or designated part of a State, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free....”; and
- WHEREAS,** it was more than two years later at the end of the Civil War, on May 20, 1865, that Union Brigadier General Edward M. McCook announced in Tallahassee, Florida the freeing of the state’s African slave population. On that same day, Special Order Number 63 arrived from Major General Quincy A. Gillmore, and stated that "the people of the black race are free citizens of the United States"; and
- WHEREAS,** newly freed slaves celebrated this announcement with a picnic at Bull's Pond, which is located in Tallahassee and today called Lake Ella; and
- WHEREAS,** for decades after the initial proclamation, African-American communities across the state carried out celebrations as a way of both honoring the past and celebrating the present. While the end of slavery in Texas is commonly observed as the end of slavery in the U.S. and celebrated as “Juneteenth.” Florida’s own day provides an opportunity to honor the history of, and continued fight for freedom for, historically marginalized communities; and
- WHEREAS,** Emancipation Day helps shed light on the continuing challenges our country faces in combatting racism, inequity and inequality.

NOW, THEREFORE, I, MERRITT MATHESON, Mayor of the City of Stuart, Florida do hereby proclaim May 20, 2022, as:

FLORIDA EMANCIPATION DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 9th day of May, 2022.

MERRITT MATHESON
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: RYANNE CAVO

Title of Item:

HISTORIC PRESERVATION MONTH - MAY 2022

Summary Explanation/Background Information on Agenda Request:

Historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, and maintaining community character. The Stuart Heritage Museum is a great source of information related to the History of the Stuart area and everyone is encouraged to stop by and visit the museum during Historic Preservation Month.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation

ATTACHMENTS:

1. Historic Preservation Month - May 2022

**PROCLAMATION
HISTORIC PRESERVATION MONTH
MAY 2022**

WHEREAS, historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, and maintaining community character; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, historic preservation plays an important role in our lives, and we should celebrate the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the Martin County Historic Preservation Board has planned events throughout Martin County during the month of May to increase awareness and the need for public participation in historic preservation in order to save our local treasures.

NOW, THEREFORE, I, MERRITT MATHESON, Mayor of the City of Stuart do hereby proclaim May, 2022 as:

HISTORIC PRESERVATION MONTH

in the City of Stuart, Florida and encourages our citizens to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this 9th day of May, 2022.

MERRITT MATHESON
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Ryanne Cavo

Title of Item:

MENTAL HEALTH AWARENESS MONTH - MAY 2022; NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI)

Summary Explanation/Background Information on Agenda Request:

The National Alliance on Mental Illness (NAMI) Martin County is available to support, educate and advocate in areas related to mental illness and mental health and offer various support groups, classes and activities throughout the year.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Mental Health Awareness Month - NAMI (May 2022)

**PROCLAMATION
MENTAL HEALTH AWARENESS MONTH
MAY 2022**

WHEREAS, mental health is part of overall health and helps to sustain an individual's thought processes, relationships, productivity and ability to change or face adversity; and

WHEREAS, mental illness adversely affects those abilities and often is life-threatening in nature; and

WHEREAS, one in four Americans has a mental health condition and 12.8 million adults live with a severe mental illness. In Florida, 2,769,000 adults have a mental health condition; and

WHEREAS, approximately 50% of mental illness begins by age 14 and 75% by the age of 24; and

WHEREAS, early identification and treatment can make a profound difference in successful management of mental illness and recovery; and

WHEREAS, the National Alliance on Mental Illness (NAMI) Martin County is available to support, educate and advocate in areas related to mental illness and mental health and offer various support groups, classes and activities throughout the year; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help.

NOW, THEREFORE, I, MERRITT MATHESON, as Mayor of the City of Stuart, Florida do hereby proclaim in the City of Stuart, Florida the month of May 2022, as:

MENTAL HEALTH AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 9th day of May, 2022.

MERRITT MATHESON
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Ryanne Cavo

Title of Item:

MENTAL HEALTH AWARENESS MONTH - MAY 2022; NEW HORIZONS

Summary Explanation/Background Information on Agenda Request:

The City of Stuart strives to be a community who supports mental wellness, including greater access to treatment, increasing educational tools and resources for our citizens, and continually supporting those citizens with mental health opportunities.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Mental Health Awareness Month - May 2022

**PROCLAMATION
MENTAL HEALTH AWARENESS MONTH
MAY 2022**

WHEREAS, **mental health** is key to overall wellness, as **mental health** influences decision making, behavior and consequently physical health; and

WHEREAS, over half of adults living with **mental health** illnesses do not seek treatment; and

WHEREAS, a growing number of youths in the United States live with depression, and in fact about 20% of young people ages 12 – 17 have experienced major depression; and

WHEREAS, in 2022, more than 10% of children and adults continue to lack adequate medical insurance coverage for essential **mental health** services. Florida is ranked 49th out of 50 states with access to mental health care; and

WHEREAS, stigma remains the primary obstacle to getting help; and

WHEREAS, as community leaders, we must prepare for an increase in demand on services through education, outreach, and ever greater access to care to ensure our community's overall health; and

WHEREAS, it is the duty of each and every one of us to provide continued and consistent access to resources to **mental health** care; and

WHEREAS, the City of Stuart strives to be a community who supports mental wellness, including greater access to treatment, increasing educational tools and resources for our citizens, and continually supporting those citizens with **mental health** opportunities.

NOW, THEREFORE, I, MERRITT MATHESON, as Mayor of the City of Stuart, Florida do hereby proclaim in the City of Stuart, Florida the month of May 2022, as:

MENTAL HEALTH AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 9th day of May, 2022.

MERRITT MATHESON
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Ryanne Cavo

Title of Item:

GARDEN WEEK - JUNE 5-11, 2022

Summary Explanation/Background Information on Agenda Request:

Gardening enables members of Garden Clubs across the nation to make a world of difference in the communities where they reside and work.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Garden Week 2022

**PROCLAMATION
GARDEN WEEK
JUNE 5 - 11, 2022**

WHEREAS, gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

WHEREAS, gardeners seek to add beauty, splendor, fragrance, and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and

WHEREAS, gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

WHEREAS, gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

WHEREAS, gardening furnishes a challenging and productive activity for our citizens, for those just learning, as well as those having years of experience; and

WHEREAS, gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, teaches that rewards can come from diligent efforts; and

WHEREAS, gardening enables members of Garden Clubs across the nation and the world to make a world of difference in the communities where they reside and work.

NOW, THEREFORE, in an effort to acknowledge the importance of Gardening and the numerous contributions of Gardeners and Garden Clubs, I, Merritt Matheson, Mayor of the City of Stuart hereby proclaim June 5 – 11, 2022 as:

GARDEN WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 9th day of May, 2022.

ATTEST:

MERRITT MATHESON
Mayor

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Jim Chrulski

Title of Item:

STUART MAIN STREET ANNUAL UPDATE

Summary Explanation/Background Information on Agenda Request:

This is an annual presentation from Stuart Main Street to the City of Stuart Commission. The City of Stuart holds a 'Service Agreement' with Stuart Main Street. The agreement is budgeted in FY22 for \$70,000. The organization manages the Flagler Center, and produces the weekly Rock'n RiverWalk concerts and Market on Main.

Funding Source:

N/A

Recommended Action:

Enjoy the Presentation and ask any questions you may have as it relates to the Stuart Main Street Program.

ATTACHMENTS:

1. May 9 2022 SMS Presentation_CCW
2. 54-2019 Stuart Main Street
3. R04-2019_RockinRiverWalk
4. Res 54-2021 SMS Market on Main License Agreement



"Embracing the future, while preserving the past."

A 501©3 Nonprofit organization.

**“THE FUTURE
INFLUENCES
THE PRESENT
JUST AS MUCH
AS THE PAST”**

- FRIEDRICH NIETZSCHE



Est. 1987

**PROUDLY SERVING
DOWNTOWN STUART FOR
34 YEARS**

“Embracing the future, while preserving the past.”

Our mission is to create and promote a positive downtown experience for residents, businesses and visitors.



“Embracing the future, while preserving the past.”



Objectives

- Strengthen Economic Activity
- Promote the Downtown
- Organize the Community by *Collaboration*
- Design physical & visual assets



“Embracing the future, while preserving the past.”



“Embracing the future, while preserving the past.”

Stake Holders & Partners



"Embracing the future, while preserving the past."

Accomplishments

- Rock'n Riverwalk Stage
- Colorado Avenue Road Design
- Sailfish Historic Art Marker Program
- Outdoor Dining
- Seminole Street Revitalization
- Riverwalk Extension
- City Hall Relocation Survey
- Osceola St. & Flagler Ave. Streetscape
- Flagler Center of Stuart LLC. est. Jan 2020
- Market on Main LLC. est. July 2021



..... *just to name a few*

“Embracing the future, while preserving the past.”



Events

Feb, Mar, Oct Art & Craft Festivals **45,000**
Spring, Summer & Fall Sidewalk Sales **3,000**
Oct 'Hobgoblins on Main' **2,000**
Nov 'Christmas on Main' **2,000**
May, Dec Strolls **2,200**

Every Sunday Rock'n Riverwalk *2000*
1,000's attendees a week!

Every Sunday Year-Round 'Market on Main' *mid 2021*
1,000's attendees a week! 50-65 vendors on avg.

Private & Public events at Flagler Center *late 2020*
More than 20,000 visitors to Downtown Stuart



“Embracing the future, while preserving the past.”

The Flagler of Stuart

- Special Event Venue
- Meeting Space
- Main Street Offices
- Resource for market Vendors

\$120,000 in improvements and renovations since October 2020.



“Embracing the future, while preserving the past.”



Market on Main

- New Mission
- New Branding
- New Vendors
- New Music
- New Programming
- New Special Events



“Embracing the future, while preserving the past.”



"This program is important to us as we believe it will strengthen the community in this shared vision to populate economic growth and encourage young entrepreneurs, like my child, to follow their dreams."

Jennifer, mother of Keegan

"The confidence and joy it brings to my three-year-old son is a priceless gift. He looks forward to it every month."

Nicole, mother of River



"We are the incubators for small entrepreneurs, with BIG Dreams."



"Not only are they learning how to create business plans, but they are strengthening their interpersonal skills. It's wonderful to see the pride and responsibility they both experience with their successes."

Daisy, mother of Eamon & Maeve



BOYS & GIRLS CLUBS
OF MARTIN COUNTY

"We are the incubators for small entrepreneurs, with BIG Dreams."

LET'S COLLABORATE!

Candace Callahan

Executive Director

director@stuartmainstreet.org

772-286-2848

www.stuartmainstreet.org

www.flaglercenter.org



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

RESOLUTION NUMBER 54-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN ANNUAL SERVICE AGREEMENT FOR STUART MAIN STREET BETWEEN THE CITY/CRA AND STUART MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC BENEFITS, REDEVELOPMENT AND MAINTENANCE OF THE STUART MAIN STREET DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Stuart Main Street envisions a vibrant, sustainable Historic Downtown Stuart which embraces the future while preserving the past. The Historic Downtown district is a center for community life in Stuart and the larger surrounding community and home to an active spirit of civic pride and entrepreneurship, public and private sector cooperation, and the community's historical and cultural heritage; and

WHEREAS, Stuart Main Street Association, Inc. (SMS) uses the Main Street Four Point Approach to create and promote a positive downtown experience for residents, businesses, and visitors; and

WHEREAS, Stuart Main Street works to build community consensus and use resources collaboratively with the intent to maintain a distinctive appearance in keeping with downtown Stuart's old Florida charm; and

WHEREAS, Stuart Main Street intends to market a positive image of the downtown Stuart district through advertising, public relations and digital media including retail and special events; and

WHEREAS, the City Commission, individually and acting as the Community Redevelopment Agency desires to enter a Service Agreement with Stuart Main Street through which the City will grant funds to Stuart Main Street for the promotion of the economic environment, retaining existing businesses and filling vacancies as well as marketing a positive image of the district through advertising, public relations and digital media; and

WHEREAS, the City Commission finds that the allocation of public funds to Stuart Main Street for the purposes that are stated in the agreement attached hereto as Exhibit "A" serves a clearly identifiable and concrete public purpose as the primary objective and has a reasonable expectation that such purpose will be substantially and effectively accomplished; and

WHEREAS, the City Commission further finds that the purposes described herein are consistent with the legal principles described in *O'Neill v. Burns*, 198 SO.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975);

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

SECTION 1: The Mayor is hereby authorized to execute a service agreement with Stuart Main Street Association, Inc. providing for a grant from the City/CRA for the continuation of the Stuart Main Street in accordance with the terms as set forth in the Service Agreement.

SECTION 2: This Resolution shall take effect upon its adoption.

Resolution No. 54-2019
Service Agreement with Stuart Main Street

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
		ABSENT	

ADOPTED this 10th day of June, 2019.

ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY



**2019 FISCAL YEAR SERVICE AGREEMENT
FOR STUART MAIN STREET**

THIS AGREEMENT is made by and between the **CITY OF STUART, FLORIDA ("CITY")**, a Florida municipal corporation, the **COMMUNITY REDEVELOPMENT AGENCY ("AGENCY")**, and **STUART MAIN STREET ASSOCIATION, INC. ("SMS")**, a Florida non-profit corporation, for the purpose of promoting the economic, physical and aesthetic redevelopment and maintenance of the Stuart Main Street district, inconsideration of the terms and conditions described as follows.

1. **Recitals.** The recitals described above are incorporated herein by reference and are part of this Agreement.
2. **Public Purpose.** The allocation and expenditure of public funds herein provided are intended to serve clearly identifiable and concrete public purposes as the primary objective of this agreement, has a reasonable expectation that such public purposes will be substantially and effectively accomplished, and that the public funds provided herein are not to be used for the purpose of engaging in commercial enterprises for profit. The parties determine that the use of the public funds is intended to satisfy the "public purpose" principles established in O'Neil v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975)."
3. **Term.** This Agreement shall be effective on the date it is last signed by the undersigned parties and shall continue in effect through and including September 30, 2020. Thereafter, this Agreement may be renewed for two additional one (1) year periods based upon the fiscal calendar of the **CITY/AGENCY**, which fiscal year begins on October 1st of a given year and ends on September 30th of the following year. It is the intention of the parties that this agreement sunset on September 30, 2023.
4. **Responsibilities of the Respective Parties.** **Stuart Main Street** shall be responsible for the following:
 - a. Provide the City an annual survey of all property owners and businesses that reside in the Main Street designated district. Including an inventory and data base repository of vacant properties in the Stuart Main Street District.
 - b. Provide a copy of the SMS budget to the City Manager.
 - c. Maintain "Main Street" State and National accreditation.
 - d. Advertising the Stuart Main Street District, its brand, businesses, events and opportunities via all traditional media avenues, as well as social media and internet sites;
 - e. Identify and apply for grants which support the historic downtown redevelopment district;
 - f. Act as a liaison between the City, Downtown businesses and residents;
 - g. Maintain an informational website, downtown social media and email contact lists.
 - h. Collecting and disseminating data, providing assistance to various **SMS** and **CITY/AGENCY** committees and workshop groups, and attending various meetings relative to such tasks.

5. **Promotional Activities.** SMS shall be responsible for the following promotional activities:
 - a. Manage and coordinate Rock'n Riverwalk on Sundays from 1-4 including hiring talent, coordinating equipment, permitting and alcohol sales if applicable.
 - b. Manage and coordinate the Arts and Crafts show.
 - c. Manage and coordinate a tree lighting ceremony and family festival per the city agreement with the Visiting Nurses Association.
 - d. Manage and coordinate safe Halloween Trick or Treat alternative family event.
 - e. Provide the City with an annual report of promotional activities, including a schedule of activities.
6. **Economic Vitality** – SMS shall provide an annual "Economic Vitality Report" which shall include an update of the information available regarding the "Main street district" which includes:
 - a. Historic designations.
 - b. Total floor space within the district and its usage.
 - c. Property Tax analysis from year 2000 until the present.
 - d. Vacancy rates and Market Rental Rate for Retail, office and hotel. Additionally housing costs for residential housing in the district.
 - e. Number of current businesses with supporting data regarding closed and open business for prior years.
 - f. Maintain a downtown directory of businesses within the SMS district boundary.
7. **Downtown Design and Improvement.** SMS shall identify a minimum of one key downtown improvement project per contract year. It shall provide a summary of the project and identify the following:
 - a. How will the project enhance the quality of the urban fabric?
 - b. How will the project improve the streetscape of the downtown?
 - c. How does the project support the aims of the Community Redevelopment Plan?
 - d. Identify key elements of the project which reflect the character of the City of Stuart.
8. **Miscellaneous. SMS shall:**
 - a. Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge **SMS's** duties under this Agreement.
 - b. Be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein.
 - c. Comply with all applicable federal, state, and local laws, rules, and regulations.
 - d. Submit to the City Manager or designee, a Semi-Annual report on April 15th and a year-end report on October 15th, in each year that this Agreement is in effect, which shall contain:
 - i. A financial report detailing revenues and expenditures for both the quarter and year to date, and a balance sheet detailing assets and liabilities as of the last day of the reporting period.
 - ii. A status report on the progress of each item described in *Responsibilities of the Respective Parties*.
 - iii. A membership report detailing the current membership of **SMS**.

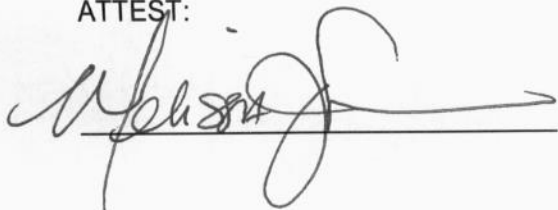
9. For the services rendered above, the **CITY/AGENCY** shall pay to SMS, Seventy Thousand (\$70,000.00) dollars. Such payments shall be considered a fee for service and are not to be intended to create a Joint Venture or Partnership between the agencies. Stuart Main Street is solely responsible to provide for its administrative duties required to maintain a Main Street presence including staffing, an office, and operating costs.
10. **Board Appointment.** The City Manager shall be entitled to appoint one (1) member to the Board of Directors of Stuart Main Street.
11. **Termination of Agreement.** Either party may terminate this Agreement without cause upon giving the other party at least sixty (60) days prior written notice of the intention to terminate this Agreement.
12. **Relationship of Parties.** Neither the **CITY/AGENCY** (including any of its elected or appointed officers, employees, agents or other representatives) nor Stuart Main Street (including any of its directors, officers, employees, agents or other representatives) are the employee, agent, or other representative of the other party; and all activity performed by either party pursuant to and in furtherance of this Agreement, whether directly or indirectly related to this Agreement, shall constitute the separate and independent act of the respective party performing said act.
13. **Liability and Indemnification.** Stuart Main Street shall fully defend, indemnify, save, and hold the **CITY/AGENCY** (including its elected and appointed officers, employees, agents, and other representatives) harmless from and against all suits, action, claims, proceedings, demands, or liability of any nature whatsoever (including attorney's fees through and including all appeals), arising from injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of Stuart Main Street (including its directors, officers, employees, agents and other representatives).
14. **Relationship.** This agreement shall not construe any rights or obligations between or onto the parties that are not expressly authorized herein. This agreement shall not create an agency relationship. This agreement does not authorize Stuart Main Street to act on behalf of the City of Stuart or the Community Redevelopment Agency without express written authority. Stuart Main Street shall act solely as an independent contractor, and as such, shall control in all matters its mission, hiring practices, marketing or any other ventures undertaken. Nothing herein contained shall be construed to create the relationship of employer and employee between the City of Stuart and Stuart Main Street or any of its agents, members, employees or designees.
15. **Assignment.** Neither this Agreement nor any part thereof may be assigned to any other person or entity without the prior written consent of the City Commission.
16. **Sovereign Immunity.** The **CITY/AGENCY** expressly retains all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the **CITY/AGENCY**.

17. **Complete Agreement.** This Agreement constitutes the entire and complete agreement by and between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

18. **Amendments.** This Agreement may not be amended unless such changes are reduced to writing, which amendments must be approved by the City Commission, and signed by both parties.

IN WITNESS WHEREOF, on the date first written above, Stuart Main Street and the City/Agency have executed this Service Agreement by the duly authorized undersigned officers.

ATTEST:



STUART MAIN STREET ASSOCIATION, INC.


NIK SCHROTH, President

ATTEST:

CITY OF STUART, FLORIDA


MARY R. KINDEL, CITY CLERK
REBECCA S. BRUNER, MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, CITY ATTORNEY



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

RESOLUTION NUMBER 04-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. AND DOWNTOWN BUSINESS ASSOCIATION OF STUART, INC.; GRANTING A NON-EXCLUSIVE LICENSE TO OPERATE A WEEKLY OUTDOOR CONCERT SERIES ON THE RIVERWALK STAGE AND ADJACENT PARK AREA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Stuart Main Street Association, Inc. (SMS) and the Downtown Business Association of Stuart, Inc. (DBA) desire to promote Historic Downtown Stuart; and

WHEREAS, SMS and DBA promote a positive downtown experience for residents, businesses, and visitors of the City and create a center for community life in Stuart and the larger surrounding community; and

WHEREAS, SMS and DBA have a legacy of presenting high-quality, well-produced, and well-attended special events which have become a part of the community's cultural life and traditions; and

WHEREAS, SMS and DBA desire to operate a weekly outdoor concert series; and

WHEREAS, SMS and DBA seek to execute a license agreement with the City of Stuart for the use of the Riverwalk Stage and adjacent park area for a weekly outdoor concert series.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute a non-exclusive license to Stuart Main Street Association, Inc. and the Downtown Business Association of Stuart, Inc. for the operation of a weekly outdoor concert series upon the Riverwalk Stage and adjacent park area.

SECTION 2: This Resolution shall take effect upon its adoption.

Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MEIER 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
Y			
Y			
Y			
Y			
Y			

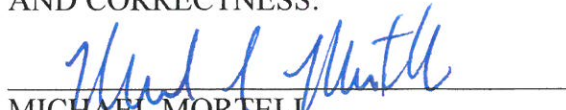
ADOPTED this 14th day of January, 2019.

ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORFELI
CITY ATTORNEY



LICENSE AGREEMENT

CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. AND DOWNTOWN BUSINESS ASSOCIATION OF STUART, INC. (STUART MAIN STREET PROMOTION COMMITTEE)

THIS LICENSE AGREEMENT, hereinafter "License" is made and entered into this 14th day of January, 2019 by and between the CITY OF STUART, FLORIDA a municipal corporation of the State of Florida, whose principal address is 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter the "City," and THE DOWNTOWN BUSINESS ASSOCIATION OF STUART, INC., a State of Florida not for profit corporation, and IRS recognized 501(c) organization, whose principal address is PO Box 1708, Stuart, Florida, 34995 and STUART MAIN STREET ASSOCIATION, INC., a Florida not for profit corporation, , and IRS recognized 501(c) organization, whose principal address is PO Box 3035, Stuart, Florida, 34995, collectively hereinafter the "Licensee."

WITNESSETH

The City and the Licensee do hereby agree as follows:

1. **DESCRIPTION OF LICENSED AREA PREMISES.** City licenses to Licensee, and Licensee accepts such License from City, for the purpose of operating a weekly outdoor concert series upon the Riverwalk Stage and adjacent park area, and further depicted in the drawing attached hereto as **Exhibit "A,"** hereinafter the "Premises."
2. **TERM.** The initial term of this License shall commence on the date first written above and continue henceforth until terminated by either party upon ninety (90) days written notice to the other; hereinafter the "Term." The City licenses the Premises only on each Sunday during the Term from 9:00 a.m. through 6:00 p.m., unless otherwise expressly permitted by the City Manager, in advance and in writing, for additional Special Events of a temporary nature.
3. **FEE.** The License Fee for the use of the Premises during the Term as provided in paragraph 2 above is \$1,500.00 annually, to be paid within 30 days of the execution of this agreement, and subsequent renewal payments on or before the first day of October each year the agreement remains in effect beginning October 1st, 2019.
4. **CITY'S COMMITMENT.** City will be committed to do the following:

- A. The Premises shall be kept in good condition and repair by the City; and the City will use its best efforts to make repairs to the Premises and boardwalk and bathroom facilities, including emergency repairs, as needed.
- B. Assure that the public bathrooms adjacent to City Hall are cleaned at the beginning of each Sunday morning, no later than 8:30 AM, and assure the bathrooms are open and available for use by the public during the use of the Premises.
- C. Provide a sufficient amount of 90 gallon Green Carts for solid waste, and 90 gallon Blue Carts for Recyclable materials to be located in the paved area at the top of the Riverwalk Stage.
- D. Cause all City vehicles to be parked outside the Premises. The City will make all reasonable efforts to clear the area of privately owned vehicles but cannot guarantee all private vehicles will be removed.
- E. Designate five (5) parking spaces depicted in the attached hereto as Exhibit "A," along the east side of SW Saint Lucie Avenue, between SW Seminole Street and SW Osceola Street, for the loading and unloading use by event vendors, organizers, and for other commercial deliveries.
- F. Designate a reserved loading zone depicted in the attached hereto as Exhibit "A," along the south side of the westernmost section of SW Seminole Street, for the temporary exclusive use of event sound technicians. An additional loading zone sign shall be placed at location identifying such use for each Sunday, between the hours of 2:00 AM and 5:00 PM.
- G. Provide and permit the Licensee the use of any necessary barricades, cones, traffic control and directional signage, and related materials during the use of the Premises.
- H. Provide electrical and water service to the Premises as reasonably needed, and as currently installed.
- I. Provide shade to the Premises as currently installed.

- J. Provide and permit the Licensee the use of promotional banner locations including special event banner locations, street pole banners, and the Riverwalk Stage banner poles for up to 10 days before the occupancy by the Licensee of the Premises.
 - K. Use this agreement in lieu of a "Hold the Date" application to reserve all covered dates in the City special event permitting system and calendars.
 - L. Conduct an annual review of the terms and conditions of this agreement.
5. LICENSEE'S OBLIGATIONS. Licensee shall have the obligation to do the following:
- A. Generally the Licensee shall have access to the Premises at 9:00 AM Sunday morning, and shall vacate the Premises not later than 6:00 PM the same day, subject only to the further restrictions contained herein.
 - B. The Licensee shall keep the Premises clean throughout its Sunday operation, including but not limited to the adjacent walkways, driveways, and streets, and the entire Premises shall be cleaned and restored to its prior condition by 6:00 PM each Sunday of operation. At that time, date and time-stamped photographs shall be taken of restrooms and area and sent to the City Manager or their designee.
 - C. The Licensee shall use the provided 90 gallon Green Carts for solid waste, and 90 gallon Blue Carts for Recyclable materials provided by the City and return them to the paved area at the top of the Riverwalk Stage by 6:00 PM each Sunday of operation.
 - D. Any sale, distribution, or consumption of alcoholic beverages during each event will be limited to a predefined area as determined and approved by the City Manager, or their designee. Such activity by the Licensee or any of their designated vendors will be considered ancillary to the scope and nature of the license, and may be revoked by the City Manager, or their designee for any reason, at any time.
 - E. The Licensee shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises or any improvements on it, except if the Licensee shall have damaged the same.

- F. Licensee shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, or any activity or condition on or in the Premises.
 - G. Licensee shall provide to the City recognition of 501(c) status by the IRS and remain in compliance with all fiduciary requirements and obligations as required by Internal Revenue Code and the State of Florida. Licensee will make available upon request by the City, or any member of the public, a copy of its IRS determination letter, or any document issued by the IRS concerning its 501(c) application, and any tax returns within the most recent three-year period as required by federal law.
 - H. Licensee may be permitted the use of temporary event signage within the designated event area. All signage erected or placed by Licensee shall be first approved by the City Manager.
 - I. Licensee will use its best efforts to assure that event vendors, sponsors, and organizers do not park their vehicles or place any equipment on the streets immediately adjacent to the Premises, or in the City Hall parking lot, with the exception of the designated loading zones depicted herein this agreement.
 - J. Licensee shall pay to the City, an additional fee of \$80.00 for each event occurring in February, March, and April of every calendar year for the purpose of assigning one police officer for traffic control over a two hour period; and/or as may otherwise be determined by the City with reasonable notice given to the Licensee.
 - K. If Licensee elects to make alcoholic beverages available for sale, distribution, or consumption during its licensed event, Licensee may be required to hire at its own expense, additional public or private security officers as determined by the City.
6. NON-EXCLUSIVE USE. City grants this License to the Licensee as a non-exclusive right to use the Premises, except that the City agrees it shall not grant a similar license or right to use the Premises during the dates and times of this License without first consulting and making a suitable mutual agreement with Licensee. Licensee's use of the Premises is nonetheless a "public use" provided by a private entity for the benefit of the general public. The City, in

granting this License to the Licensee, reserves the right to alter or otherwise require the Licensee to modify its use of the Premises with reasonable notice given to the Licensee.

7. CITY'S RIGHT OF ENTRY. Licensee shall permit City and its agents and employees to enter the Premises at all reasonable times for inspection, and for other public purposes, including but not limited to the provision of safety and security of the general public.
8. NOTICES. All notices, demands, or other writings in this License provided to be given or made or sent, or which may be given or made or sent, by either party to this License to the other, shall be deemed to have been fully given or when either hand delivered to the offices of or made in writing and deposited in the United States Certified Mail, and postage prepaid, or emailed and receipted, and properly addressed to:

to the City: City Manager
 121 SW Flagler Avenue
 Stuart, FL 34994
 cmanager@ci.stuart.fl.us & mmortell@ci.stuart.fl.us

to the Licensee: Stuart Main Street Promotion Committee
 PO Box 3035
 Stuart, FL 34995
 info@stuartmainstreet.org & info@historicdowntownstuart.com

9. TAXES AND ASSESSMENTS. In the event any governmental taxes or assessments are levied upon the Premises as a result of the occupancy and activities of the Licensee hereunder, Licensee, as an additional license fee, shall pay and discharge said taxes or assessments as they become due, promptly and before delinquency.
10. UTILITIES. City shall provide electrical service and water service to the Premises to the extent such service is reasonably needed to operate the outdoor concert series. Any other public utilities shall be provided by the Licensee.
11. LIENS. Licensee shall keep all of the Premises free and clear of any and all liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Licensee, any

alteration, improvement, or repairs or additions which Licensee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Licensee on or about the Premises, or any obligations of any kind incurred by Licensee. Licensee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify City and all of the Premises and all buildings and improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens.

12. INDEMNIFICATION OF CITY. Under separate consideration, the amount and sufficiency which is acceptable to each party, it is further agreed that the City shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Licensee, or any other person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Licensee or of any occupant, vendor, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing. Licensee shall hold the City, its agents and employees harmless, and shall indemnify the City, its agents and employees against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. The foregoing indemnification shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of the City, its agents, or employees. This indemnification shall be insured, at all times during this License, by the Licensee, in amounts provided in Section 13, below, failing which this License shall be automatically terminated without further action by the City.

13. INSURANCE. Licensee shall maintain in effect throughout the term of this License personal injury liability insurance covering the Licensee, and the City and the operations of the business in the amount of \$1,000,000 for injury to or death of any one person, and \$1,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance on the Premises in the amount of \$50,000. The insurance shall specifically insure Licensee against all contractual liability assumed by it under this License, as well as liability imposed by law, and shall insure both City and Licensee.

14. REDELIVERY OF PREMISES. Licensee shall pay the fees and all other sums required to be paid by Licensee under this License in the amounts, at the times, and in the manner provided in this License, and shall keep and perform all the terms and conditions of this License on its part to be kept and performed, and at the expiration or sooner termination of this License, Licensee shall peaceably and quietly quit and surrender the Premises to City in good order and condition. In the event of the non-performance by Licensee of any of the covenants that Licensee has undertaken, this License may be terminated as provided herein.
15. NOTICE OF DEFAULT. For any material breach of this License, including the failure to maintain the required insurance coverages, the Licensee shall not be deemed to be in default under this License unless City shall first give Licensee 10 days written notice of the default and Licensee fails to cure the default within 10 days, thereafter. Fees shall be due and shall become delinquent without notice thereof given by Licensor or Licensee.
16. DEFAULT. In the event of any material breach of this License by Licensee, and following notice as required herein, if any is required, City, in addition to the other rights or remedies it may have, shall have the immediate right to cancel this License and may remove the Licensee and all invited or uninvited persons and property from the Premises. Such personal property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Licensee.
17. WAIVER. The failure of either party to take action with respect to any breach of any term, covenant, or condition contained in this License shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the License. The subsequent acceptance of rent under this License by City shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License, other than the failure of Licensee to pay the particular rental so accepted, regardless of City's knowledge of the preceding breach at the time of acceptance of rent.
18. MISCELLANEOUS. The License embodies the entire understanding and agreement of the parties concerning the use of the Premises by the Licensee. The Licensee shall not rely upon

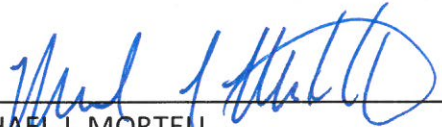
any prior written agreement or any oral agreement concerning the use of the Licensehold. No modification or amendment to this License shall be valid, unless the same shall be in writing and signed by the authorized representative of each party. In the event that it becomes necessary to use legal process to enforce any terms of the License, the prevailing party shall be entitled to reasonable attorneys' fees and costs at all levels of litigation.

IN WITNESS WHEREOF, the parties have respectively signed and sealed this License in the days and year written below.

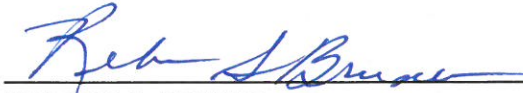
ATTEST:


MARY KINDEL
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

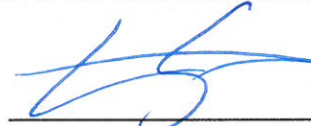

MICHAEL J. MORTELL
CITY ATTORNEY

CITY:
CITY OF STUART, FLORIDA


REBECCA S. BRUNER
MAYOR



LICENSEES:
STUART MAIN STREET ASSOCIATION, INC.


NIK SCHROTH
PRESIDENT

DOWNTOWN BUSINESS ASSOCIATION OF
STUART, INC.

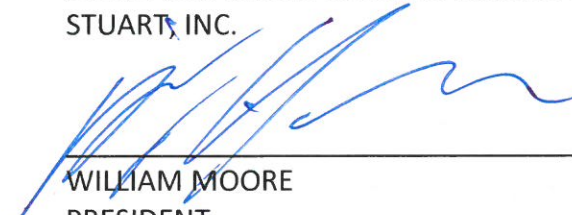

WILLIAM MOORE
PRESIDENT

Exhibit A

Site Area Rock'n Riverwalk

Rock'n Riverwalk Site Plan 2019





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

RESOLUTION NUMBER 54-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE THE AWARD OF RFP #2021-203; STUART MARKET TO STUART MAIN STREET AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. A DESIGNATED 501(c) ORGANIZATION; GRANTING A NON-EXCLUSIVE LICENSE TO OPERATE A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC FOR FRESH PRODUCE, BAKED GOODS, PLANTS, ASSORTED FOODS, GREEN PRODUCTS, AND OTHER PRODUCTS AND SERVICES BY INDEPENDENT VENDORS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart recognizes that freshly grown produce, and environmental awareness is healthy for the community; and

WHEREAS, Stuart Main Street Association, Inc., a designated 501(c) organization has over 25 years in successful event management experience, and

WHEREAS, the City Commission supports the purpose of the National and Florida Main Street Program, and an environmentally friendly market.

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

SECTION 1: The foregoing precatory language is adopted as if set forth below.

SECTION 2: The Mayor and City Clerk are hereby award RFP #2021-203 to Stuart Main Street, and authorize a non-exclusive license to Stuart Main Street Association, Inc. for the operation of a weekly outdoor market place for sales to the general public of fresh produce, baked goods, plants, assorted foods, green products, and other products and services by independent vendors.

SECTION 3: This Resolution shall take effect upon its adoption.

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 14th day of June, 2021.

ATTEST:



MARY R. KINDEL
CITY CLERK



EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



**LICENSE AGREEMENT
CITY OF STUART AND STUART STUART MAIN STREET ASSOCIATION INC.**

This LICENSE AGREEMENT, hereinafter "License" made and entered into this 14th day of June, 2021, by and between the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City," and STUART MAIN STREET ASSOCIATION, INC., a Florida not for profit corporation, 201 S.W. Flagler Avenue Stuart, FL, 34994, hereinafter the "Licensee."

WITNESSETH:

The City and the Licensee do hereby agree as follows:

1. **LICENSED PREMISES.** City, for and in consideration of the conditions and stipulations contained in this non-exclusive license agreement ("License") does hereby license to Licensee, and Licensee accepts such License from City, for the purpose of operating an outdoor market place for sales to the general public of fresh produce, baked goods, plants, and other assorted foods, products, and services by independent vendors, upon that portion of Flagler Park and described in the drawing attached hereto as **Exhibit "A,"** hereinafter "Premise A," the licensee is prohibited from any activity that blocks the free flow of pedestrian traffic along public sidewalks and crosswalks or fire lane access for emergency services. If the City Manager determines that the Flagler Park location is inaccessible or not suitable for the Market, a alternative location can be designated. If the licensee is provided the leased premises for more than 26 weekends during the term, then the licensee shall not be entitled to any reduction of rent or other compensation if the premises is not suitable
2. **TERM.** The initial term of this License shall commence on the date first written above and continue henceforth for one year, through June of 2022, unless renewed for a consecutive term agreed to in writing by both parties, and adopted by City Commision in resolution, or until terminated by either party upon sixty (60) days written notice to the other; hereinafter the "Term." The City license authorizes the licensee to conduct an outdoor marketwithin the boundaries of the Premises only on each Sunday during the Term from 6:00 a.m. through 4:00 p.m, unless otherwise expressly permitted by the City Manager, in advance and in writing.
3. **FEE AND COMPENSATION.** The base License Fee for the use of the Premises is \$1,500.00 annually, to be paid within 30 days of the execution of this agreement, with subsequent renewal payments on or before the first day of June, each year the agreement remains in effect, beginning June 1st, 2022. An additional compensation of 20% of net revenue collected by the Licensee for each annual period in the course of Licensee's operation of an outdoor market place as provided within this agreement shall be remitted to the City within 30 days of the completion of each annual period beginning June 1st and ending May 31st. The net revenue remitted to the City by Licensee as agreed to herein will be used for city enhancements in the Stuart Main Street downtown district, which may

include one annual fireworks production. The parties have attached a sample to demonstrate the intention related to this process.

4. CITY'S OBLIGATIONS. City shall have the obligation to do the following:

- A. Assure that the public bathrooms in Flagler Park and Ctiy Hall are cleaned regularly and assure the bathrooms are open and available for use by the public during the use of the Premises.
- B. Provide three (3) 90 gallon Green Carts for solid waste, and three (3) 90 gallon Blue Carts for Recyclable materials
- C. Licensee is aware of the current configuration of Flagler Park and is accepting same.

5. LICENSEE'S OBLIGATIONS. Licensee shall have the obligation to do the following:

- A. Licensee shall operate the market at least 48 Sundays per year, unless approved by the city manager for additional closures.
- B. The Licensee must furnish to the City, a copy of its annual financial report to include all revenues and expenses, each year this agreement remains in effect. Licensee shall also provide copies of the bank statements that reflect the deposits and expenditures set forth in the report upon request. The Licensee must also maintain an IRS tax exempt, 501(c) status throughout the term of this agreement. Revocation of Licensee's tax exempt status by the IRS, whether automatic or as an outcome of an audit or failure to provide the financial report, will constitute a material breach of the terms of this license.
- C. The License shall authorize access to the Premises at 6:00 AM Sunday morning, and shall vacate the Premises not later than 4:00 PM the same day. The financial terms of this agreement are based upon the operation of the market during the operating hours set forth herein. Although the license provides access for preparation and restoration of the site, it does not authorize the vendors to operate outside of the limitations set forth in this agreement.
- D. Licensee shall be permitted to have privately contracted vendors ("Vendors") each Sunday, who shall each be permitted to temporarily erect for licensed uses, 10'x10' canopies, tables, and displays for the sale or distribution of produce, food, beverages, wares, or services.

- E. The Market shall only be open to the public from 9:00 am until 2:00 p.m.. At 2:00 PM the remaining Vendors shall cease operations and restore the premises to its original condition.
- F. The Licensee shall keep the Premises clean throughout its Sunday operation of an outdoor market place, including but not limited to its use of any parking lot, outdoor public restrooms, and adjacent walkways, driveways, and streets, and the entire Premises shall be cleaned and restored to its prior condition by 5:00 PM each Sunday of operation.
- G. The Licensee shall use the three (3) 90 gallon Green Carts for solid waste, and three (3) 90 gallon Blue Cart for Recyclable materials provided by the City, and shall collapse and fold all cardboard boxes and place them in the Blue recycle cart or immediately adjacent to it in a neat and orderly fashion in a area designated by the City by 5:00 PM each Sunday of operation.
- H. It will be the responsibility of the Licensee to ensure its vendors comply with and conform to all city policies relating to zero plastics on public property. Any violation of such policy will be considered a material breach of this agreement. Licensee shall be subject to any penalties as set forth in the policy. Further, failure to comply with same shall be grounds for termination of this agreement.
- I. Any sale, distribution, or consumption of alcoholic beverages during each event will be limited to a predefined area as determined and approved by the City Manager, or their designee. Such activity by the Licensee or any of their designated vendors will be considered ancillary to the scope and nature of the license, and may be revoked by the City Manager, or their designee for any reason, at any time. Licensee may be required to hire at its own expense, additional public or private security officers as determined by the City.
- J. Licensee shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on the Premises, or any activity or condition on or in the Premises.
- K. Any signage constructed or placed by Licensee shall be first approved by the City Manager.
- L. Licensee Vendors will not park their vehicles on the streets immediately adjacent to the Licensed Premises, or within the City Hall parking lot except when setting up or breaking down equipment to be transported to and off premise. Repeated violations of this policy may constitute a material breach of the license agreement. Beginning at 9:00 a.m. all vendor vehicles must be relocated outside of the spaces adjacent to Flagler Park.

6. **NON-EXCLUSIVE USE.** City grants this License to the Licensee as a non-exclusive right to use the Premises, except that the City agrees it shall not grant a similar license or right to use the Premises during the dates and times of this License, without first consulting and making a suitable mutual agreement with Licensee. Licensee's use of the Premises is nonetheless a "public use". It is the intent of this license agreement to provide an outdoor recreational activity for the general public.

7. **CITY'S RIGHT OF ENTRY.** Licensee shall permit City and its agents and employees to enter the Premises at all reasonable times for the purpose of inspecting them. The License in no way grants exclusive use of the premises to the licensee. The licensed premises shall remain open and accessible to the public during all hours of the license agreement.

8. **NOTICES.** All notices, demands, or other writings in this License provided to be given or made or sent, or which may be given or made or sent, by either party to this License to the other, shall be deemed to have been fully given or when either hand delivered to the offices of or made in writing and deposited in the United States Certified Mail, and postage prepaid, or emailed and receipted, and properly addressed to:

to the City: City Manager
 121 SW Flagler Avenue
 Stuart, FL 34994
 cmanager@ci.stuart.fl.us and mmortell@ci.stuart.fl.us

to the Licensee: Stuart Main Street Association, Inc.
 PO Box 3035
 Stuart, FL 34994
 director@stuartmainstreet.org

9. **TAXES AND ASSESSMENTS.** In the event any governmental taxes or assessments are levied upon the Premises as a result of the occupancy and activities of the Licensee hereunder, Licensee, as an additional license fee, shall pay and discharge said taxes or assessments as they become due, promptly and before delinquency.

10. **LIENS.** Licensee shall keep all of the Premises free and clear of any and all liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Licensee, any alteration, improvement, or repairs or additions which Licensee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Licensee on or about the Premises, or any obligations of any kind incurred by Licensee. Licensee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify City and all of the Premises and all buildings and

improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens.

11. INDEMNIFICATION OF CITY. Under separate consideration, the amount and sufficiency which is acceptable to each party, it is further agreed that the City shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Licensee, or by any of Licensee's vendors, or any other person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Licensee or of any occupant, vendor, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing. Licensee shall hold the City, its agents and employees harmless, and shall indemnify the City, its agents and employees against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage.

12. INSURANCE. Licensee shall maintain in effect throughout the term of this License personal injury liability insurance covering the Licensee, and the City and the operations of the business in the amount of \$1,000,000 for injury to or death of any one person, and \$1,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance on the Premises in the amount of \$50,000. The insurance shall specifically insure Licensee against all contractual liability assumed by it under this License, as well as any liability imposed by law, and the licensee shall list the City of Stuart as an additional insured on the policy as well as name the City of Stuart as an the entity to notify if the policy is terminated or expires. Licensee shall notify the City of Stuart within 10 days of learning that its insurance is being cancelled or any terms are modified to the extent that they no longer comply with this agreement. The insured premises shall be the entire licensed area.

13. REDELIVERY OF PREMISES. Licensee shall pay the fees and all other sums required to be paid by Licensee under this License in the amounts, at the times, and in the manner provided in this License, and shall keep and perform all the terms and conditions of this License on its part to be kept and performed, and at the expiration or sooner termination of this License, Licensee shall peaceably and quietly quit and surrender the Premises to City in good order and condition. In the event of the non-performance by Licensee of any of the covenants that Licensee has undertaken, this License may be terminated as provided herein.

14. DEFAULT. In the event of any material breach of this License by Licensee, , City, in addition to the other rights or remedies it may have, shall have the immediate right to cancel this License and may remove the Licensee and all invited or uninvited persons and property from the Premises. Any personal property located on the licensed premises may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Licensee for thirty days. If at the expiration of 30 days, the Licensee or anyone else making claim to the property has not paid for the reasonable cost of removal

and storage and recovered the property, the City shall have the right to sell or dispose of the property without regard for its perceived value.

15. **WAIVER.** The failure of either party to take action with respect to any breach of any term, covenant, or condition contained in this License shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the License. The subsequent acceptance of the license fee under this License by City shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License, other than the failure of Licensee to pay the particular license fee so accepted, regardless of City's knowledge of the preceding breach at the time of acceptance of the license fee.

16. **AMENDMENTS.** This agreement may be amended only in writing and signed by both parties. All amendments hereto shall be ratified in resolution by the City Commission.

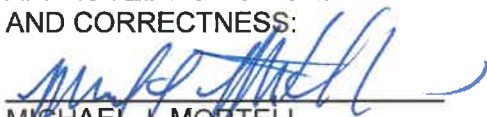
17. **MISCELLANEOUS.** The License embodies the entire understanding and agreement of the parties concerning the use of the Premises by the Licensee. The Licensee shall not rely upon any prior written agreement or any oral agreement concerning the use of the Licensehold. No modification or amendment to this License shall be valid, unless the same shall be in writing and signed by the authorized representative of each party. In the event that it becomes necessary to use legal process to enforce any terms of the License, the prevailing party shall be entitled to reasonable attorneys fees and costs, at all levels of litigation.

IN WITNESS WHEREOF, the parties have respectively signed and sealed this License the days and year written below.

ATTEST:


MARY KINDEL
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY

CITY:
CITY OF STUART, FLORIDA


EULA R. CLARKE
MAYOR



LICENSEE:
STUART MAIN STREET ASSOCIATION, INC.


MARK BRECHBILL
PRESIDENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Susej Meleqi

Title of Item:

APPROVAL OF 04/25/2022 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

APPROVAL OF 04/25/2022 CCM MINUTES (RC)

Funding Source:

N/A

Recommended Action:

Approve minutes.

ATTACHMENTS:

1. 04252022 CCM

MINUTES

REGULAR MEETING OF THE STUART CITY COMMISSION

APRIL 25, 2022

AT 5:30 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Merritt Matheson

Vice Mayor Troy McDonald

Commissioner Becky Bruner

Commissioner Eula R. Clarke

Commissioner Mike Meier

ADMINISTRATIVE

City Manager, David Dyess

City Attorney, Michael J. Mortell

City Clerk, Mary R. Kindel

ROLL CALL

5:51 PM

PRESENT: Mayor Matheson, Vice Mayor McDonald, Commissioner Bruner, Commissioner Clarke, Commissioner Meier

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Brunner

- Thanked staff for her birthday card.

Commissioner Clarke

- Thanked all for her birthday wishes.
- Commented that she has received inquiries about the section of Monterey and Christie Way coming south and better signage to make clear.
- Congratulated the Mayor and staff for the shade tree effort in East Stuart and appreciated the effort of hiring a local company for the work.

Vice Mayor McDonald

- Commented on his interest in installing a four-way stop on Palm City Road and Manor Drive; made a Motion.

5:56 PM MOTION: Move to have an agenda item with a Resolution being brought forth to future meeting for a residential 4-way stop at Palm City Road and Manor.

MOVED BY: Troy McDonald

SECONDED BY: Mike Meier

Motion approved unanimously.

City Manager Dyess explained that the Code gives him authority to provide temporary traffic control but permanent traffic control need to be approved by Commission, therefore a Resolution at a future meeting is preferred. Palm City Road is County maintained but City has traffic enforcement and control authority via an Interlocal Agreement with the County. There is currently a crosswalk speedbump at that intersection and that would need to be addressed.

McDonald continued:

- Commented on WaWa Store charging stations for electric vehicles/public charging stations and requested a future D&D for an RFP to see if a company would add charging stations for City revenue and promotion of such stations.
- Suggested adding a duck crossing sign on Flamingo Avenue as he noticed many ducks are getting hit by vehicles.

Mayor Matheson

- Summarized the shade tree planting program, announcing that 13 mature trees were planted in East Stuart on residential properties last Saturday.
- Announced upcoming Rivers Coalition Meeting on Thursday, extended gratitude for the hybrid meetings being offered.
- Provided a Lake Okeechobee update.
- Commented that a study over the next year by the MPO will be done on Palm City Road and he will keep all updated on the improvements.

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

6:05 PM MOTION: Approve

MOVED BY: Troy McDonald

SECONDED BY: Eula Clarke

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

1) Helen McBride - Flamingo Ave.; Commented on a gentleman from AT&T coming to her

home to dig a ditch in her yard with no identification and no notification. Asked if City has a policy to protect citizens from such access from companies with no identification?

The City Manager responded to never hesitate to contact the Stuart Police if concerned. City Attorney explained a past similar scenario of companies soliciting homeowners, but unfortunately, public access and right-of-way allow people to go door to door.

2) Mark Brechbill - SE Osceola St.; Thanked the City Commission and staff and announced that the Walton Building, the Old Towne Grille is now open.

CONSENT CALENDAR

6:12 PM

1. APPROVAL OF 04/11/2022 CCM MINUTES (RC)
2. APPLY/ACCEPT CSCMC ANNUAL GRANT FOR ESYI RECREATION AND POLICE DEPT. (RC)

RESOLUTION No. 45-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN APPLICATION TO THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT; AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN'S SERVICES COUNCIL GRANT, COLA, AND EMERGENCY FUNDING; IF APPROVED, AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:14 PM MOTION: Approve

MOVED BY: Eula Clarke

SECONDED BY: Mike Meier

Motion approved unanimously.

COMMISSION ACTION

6:14 PM

3. FISCAL YEAR 2022 MID-YEAR BUDGET REVIEW AND AMENDMENT (RC):

RESOLUTION No. 48-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING ADMENDMENT NO. 13 TO THE FISCAL YEAR 2022 BUDGETS OF GENERAL FUND, WATER AND SEWER FUND AND STORMWATER; RECOGNIZING ADDITIONAL REVENUES, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS, AND RECORDING THE ADVANCE OF FUNDS FROM WATER AND SEWER TO GENERAL FUND IN EXCHANGE FOR APPROPRIATING ARPA FUNDS IN WATER AND SEWER FOR THE ALTERNATIVE WATER SUPPLY PROJECT;

PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Louis "Joly" Boglioli, Finance Director, presented the mid-year budget to the Commission.

City Manager Dyess informed the Commission that they are monitoring the raising costs of gas but to date this year, budgeting was done well and no transfers have been needed.

Commissioners reviewed and discussed permit projections in Development and the impacts, the City's fleet and sustainability, via hybrid vehicles, vehicles on order, ARPA funds, and workforce housing.

Mr. Boglioli explained that due to a software upgrade, the budget will look a bit different than what they are used to.

6:32 PM MOTION: Approve
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

4. MAJOR CONDITIONAL USE APPROVAL FOR THE OAKS CLASSICAL CHRISTIAN ACADEMY AT ST. MARY'S EPISCOPAL CHURCH (RC):

RESOLUTION No. 44-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A MAJOR CONDITIONAL USE APPROVAL TO ALLOW A SCHOOL, PRIVATE, PAROCHIAL, OR TECHNICAL, FOR THE OAKS CLASSICAL CHRISTIAN ACADEMY, INC. AT ST. MARY'S EPISCOPAL CHURCH; WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; PROVIDING FOR CONDITIONS; PROVIDING FOR REPEAL OF ALL DEVELOPMENT ORDERS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Erin Wohlitka, City Senior Planner, briefly opened the presentation for the Oaks School, identifying the location and introducing Applicant, Kate DeWitt.

Ms. DeWitt presented the school's project history, identifying that they are seeking approval for K - 8, to modify conditional use to allow 90 students over a 5 to 7 year build-out. No physical changes to building/parking; reviewed the traffic study concerning pick-up and drop-off. This project received unanimous approval from the Local Planning Advisory Board.

Mrs. Wohlitka noted for the record three letters of support were received and zero opposed.

6:44 PM MOTION: Approve
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

5. PALMETTO COVE RPUD ROW MAINTENANCE AGREEMENT (RC):

RESOLUTION No. 41-2022; A RESOLUTION OF THE CITY COMMISSION OF

THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MAINTENANCE AGREEMENT BETWEEN 924 SW PALM CITY ROAD AND THE CITY OF STUART RELATING TO THE PROPOSED IMPROVEMENTS WITHIN THE ALLEY-WAY OF 11 FOOT ALLEY-WAY, AS SET FORTH IN THE ACCESS AND MAINTENANCE AGREEMENT, RESCINDING ALL ORDINANCES IN CONFLICT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Tom Reetz, Senior Planner, reviewed the Resolution noting it rescinds Ordinance No. 2484-2022.

Attorney Mortell clarified that the Commission has passed a Resolution that directed staff to move forward on an Ordinance to abandon the alleyway. There was a First Reading of the Ordinance (2484-2022) but it did get to and pass a Second Reading. Commission action is required to no longer move forward on the abandonment and rescind the prior Resolution which would withdraw the action for the Ordinance. This Resolution, No. 41-2022 is to be corrected to state that the Resolution will be rescinded, it is not the Ordinance being rescinded, because the Ordinance was never adopted.

Mr. Reetz continued confirming the Resolution is to be rescinded and noted the developer's decision to enter into a maintenance agreement with the Public Works Department.

PUBLIC COMMENT:

1) Terry McCarty - Commented with the opportunity to thank staff for their work on this project.

Commissioner Meier requested clarification on the PUD site plan and long-term effects. It was confirmed to be correct.

6:49 PM MOTION: Approve
MOVED BY: Eula Clarke
SECONDED BY: Mike Meier
Motion approved unanimously.

6. SUPPORTING A U.S. HOUSE RESOLUTION CITED AS THE "NORTHERN ESTUARIES RESTORATION PLAN (NERP) ACT" (RC):

RESOLUTION No. 46-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING A UNITED STATES HOUSE RESOLUTION INTRODUCED BY U.S. CONGRESSMAN BRIAN MAST AND CITED AS THE "NORTHERN ESTUARIES RESTORATION PLAN (NERP) ACT;" PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ben Hogarth, Community Affairs Liaison, briefly explained that the final edited version of the Resolution with the added number be approved.

6:55 PM MOTION: Move approval with the change.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke

Motion approved unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

6:56 PM

Mary R. Kindel, City Clerk

Merritt Matheson, Mayor

Minutes approved at the Regular Commission
Meeting this 9th day of May, 2022.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Susej Meleqi

Title of Item:

BUDGET AMENDMENT FOR WALMART DONATION TO PUBLIC SAFETY (RC):

RESOLUTION NO. 09-2022; BA #3-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NUMBER 3 TO THE 2022 OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION OF A DONATION FROM WALMART CORPORATION AUTHORIZING THE EXPENDITURE OF FUNDS FOR POLICE COMMUNITY EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City received \$2,000 to Fire Rescue and \$2,000 to police from our local Walmart Manager as part of her annual discretion giving fund.

Funding Source:

N/A

Recommended Action:

Approve BA #3-2022.

ATTACHMENTS:

1. R09-2022_BA_No._3-2021_Police Donation WalMart



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

RESOLUTION NUMBER 09-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NUMBER 3 TO THE 2022 OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION OF A DONATION FROM WALMART CORPORATION AUTHORIZING THE EXPENDITURE OF FUNDS FOR POLICE COMMUNITY EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is to accept, appropriate and expend a donation from Walmart Corporation in the amount of \$4,000.00; and

WHEREAS, the City of Stuart, Florida Police Department is a full-service police agency and is to accept the donations for Community Programs.

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

SECTION 1: The foregoing precatory language is incorporated herein, as if set forth below.

SECTION 2: The City of Stuart, Florida has derived funds from the Walmart Corporation.

SECTION 3: The 2022 Fiscal Year Budget of the Police Department is hereby further amended as follows:

FROM: GENERAL FUND DONATION REVENUES: \$4,000.00

TO: POLICE DEPARTMENT (1190) OPERATION Acct. 552 \$4,000.00

This authorization is to accept, appropriate, and expend funds in the amount of \$4,000.00 from Walmart Corporation for the Police Department Community Relations Unit.

SECTION 4: Conflicts. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5: Severability. If any section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 6: Effective Date. This Resolution shall become effective immediately upon its passage and 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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



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

RESOLUTION NUMBER 51-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2022-109, DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$49,690.00 TO UNDERWATER ENGINEERING SERVICES, INC. OF FORT PIERCE, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

WHEREAS, the City entered into the competitive bid process in order to solicit licensed general contractors with marine experience to submit for construction of the Downtown Riverwalk Floating Dock Replacement Project.

WHEREAS, the project consist of erosion control, demolishing and removing two (2) existing concrete floating dock finger piers and installing two (2) new Golden Marine 850 series floating dock finger piers to the existing City of Stuart public use floating dock located on SW Flagler Ave. in the City of Stuart, Florida. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2022-109: Downtown Floating Dock Replacement Project to the lowest, responsive, and responsible bidder, Underwater Engineering Services, Inc., of Fort Pierce, Florida at the unit price total of \$49,690.00; subsequent to review and approval by City Attorney.

SECTION 2: 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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 9th day of May 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 5/9/2022

Prepared by: Pinal Gandhi-Savdas

Title of Item:

CITY OF STUART COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM CONFLICT DISCLOSURE (RC)

Summary Explanation/Background Information on Agenda Request:

The Community Development Block Grant (CDBG) requires each applicant provide information pertaining to any real or perceived conflicts of interest regarding City employment status, family relationships with City elected officials, City employees or Citizen Advisory Task Force members. When a relationship such as this exists, a conflict-of-interest waiver from the Florida Department of Economic Opportunity (FDEO) and/or the United States Department of Housing and Urban Development (HUD) is required prior to obligating and expending any grant funds on a project where a conflict may exist. In this particular instance, the conflict only applies to the applicant because of rules set forth by the Community Development Block Grant program.

As required by 24 CFR 570.611, 24 CFR 85.36, 24 CFR 583.330(e), and Page 8-Section E (3) of the approved City of Stuart Housing Assistance Plan, the name(s) of any person who is an employee, agent, consultant, officer, elected or appointed official of a recipient or subrecipient the following actions must take place:

1. Upon discovery, and prior to final application approval, the City Attorney should review the conflict, and render a written legal opinion regarding the validity of said conflict (letter attached).
2. Upon discovery, and prior to final application approval, any beneficiary with a potential or real conflict must have their name(s) disclosed at a regular meeting of the City of Stuart Council meeting. Any and all such names must be included in the minutes of the applicable Council meeting(s).
3. Post legal opinion, and before an applicant with a potential or real conflict is given final approval for program participation, the FDEO must be petitioned (letter attached), in writing, to grant a conflict waiver for each applicant/beneficiary deemed to have a potential or real conflict.
4. Prior to the official award of any rehabilitation contract where a conflict may exist, the City must receive written notification of FDEO's approval of the application, in accordance with 24 CFR Section 570.489(h). If this process is not followed, the local government and/or the applicant may be liable for returning the funds to FDEO.

The following applicant has currently been identified via the CDBG housing application and vetting process as having a potential and/or real conflict of interest and, as such, will require a conflict-of-interest waiver from DEO:

Applicant: Margaret Bromfield, 1201 SE Sand Dollar Lane, Stuart FL 34996

Potential Conflict: Cousin – Eula Clarke – City Commissioner

Projected Outcome: Given that the City's Elected Official in question has direct review, approval, and

funding authority, the City Elected Official would be required to abstain from any decision pertaining to the application of the family member's application.

Funding Source:

N/A

Recommended Action:

Motion to apply for a conflict-of-interest waiver for the applicant, Ms. Margaret Bromfield.

ATTACHMENTS:

1. Conflict of Interest Form (signed)
2. Stuart CDBG- Conflict of Interest Memorandum - Margaret Bromfield
3. 2022.04.28 Ltr. to Eula Clarke re Conflict of Interest_

**CITY OF STUART
HOUSING REHABILITATION PROGRAM
CONFLICT OF INTEREST STATEMENT**

CHECK ALL OF THE FOLLOWING THAT APPLY:

____ I hereby certify that I am a City employee: Department _____ Position _____

____ I hereby certify that I am **not** a City employee, nor am I related to, nor do I have a business relationship with any City employee(s).

____ I am related to and/or have a business relationship with the following City employee(s):

Detail Relationship (Print Name, Department and Position)

Name _____ Department _____ Position _____

Name _____ Department _____ Position _____

Name _____ Department _____ Position _____

☒ I am related to and/or have a business relationship with one or more of the Commissioner(s) listed below:
Print all names that apply

1. Eula R Clarke - City of Stuart Commissioner - My Cousin

2. _____

3. _____

4. _____

Detail relationship Eula Clarke is my cousin

____ I hereby certify that I am **not** related to, nor do I have a business relationship with any of the current elected City officials, especially members of the Board of County Commissioners as identified in the above listing:

____ I am related to the following member(s) of the Citizens Advisory Taskforce and/or Affordable Housing Action Committee: CATF/AHAC Member list attached

Please list name and position of CATF/AHAC Member.

Name _____

Name _____

Name _____

☒ I certify that I am **not** related to, nor do I have a business relationship with any member of the Citizen's Advisory Task Force and/or Affordable Housing Action Committee.

<u>M. Bronfey</u> Applicant Signature <u>MARGARET A BRONFEY</u> Print Name <u>1201 SE Sanddollar Ln</u> Address <u>STUART FL 34996</u>	_____ Co-Applicant Signature _____ Print Name _____ Phone Number/email
--	---

MEMORANDUM

TO: City of Stuart City Council

FROM: Guardian Community Resource Management, Inc.

SUBJECT: City of Stuart Community Development Block Grant Housing Rehabilitation Program - Conflict Disclosure

DATE: 4/25/2022

The Community Development Block Grant (CDBG) requires that each applicant provide information pertaining to any real or perceived conflicts of interest regarding City employment status, family relationships with City elected officials, City employees or Citizen Advisory Task Force Members. When a relationship such as this exists, it is required to obtain a conflict-of-interest waiver from the Florida Department of Economic Opportunity (FDEO) and/or the United States Department of Housing and Urban Development (HUD) prior to obligating and expending any grant funds on a project where a conflict may exist.

As required by 24 CFR 570.611, 24 CFR 85.36, 24 CFR 583.330(e), and Page 8-Section E (3) of the approved City of Stuart Housing Assistance Plan, the name(s) of any person who is an employee, agent, consultant, officer, elected or appointed official of a recipient or subrecipient the following actions must take place:

- (1) Upon discovery, and prior to final application approval, the City Attorney should review the conflict, and render a written legal opinion regarding the validity of said conflict (sample attached).
- (2) Upon discovery, and prior to final application approval, any beneficiary with a potential or real conflict must have their name(s) disclosed at a regular meeting of the City of Stuart Council meeting. Any and all such names must be included in the minutes of the applicable Council meeting(s).
- (3) Post legal opinion, and before an applicant with a potential or real conflict is given final approval for program participation, the FDEO must be petitioned (sample attached), in writing, to grant a conflict waiver for each applicant/beneficiary deemed to have a potential or real conflict.
- (4) Prior to the official award of any rehabilitation contract, where a conflict may exist, the City must receive written notification of FDEO's approval of the application, in accordance with 24 CFR Section 570.489(h). If this process is not

followed, the local government and/or the applicant may be liable for returning the funds to FDEO.

Please provide the City Attorney with a copy of the attached documents for review so that the waiver process may move forward for clearance.

The following applicant has currently been identified via the CDBG housing application and vetting process as having a potential and/or real conflict of interest and as such will require a conflict-of-interest waiver from DEO:

Applicant: Margaret Bromfield, 1201 SE Sand Dollar Lane, Stuart FL 34996

Potential Conflict: Cousin – Eula Clarke – City Commissioner

Projected Outcome: Given that the City’s Elected Official in question has direct review, approval, and funding authority, the City Elected Official would be required to abstain from any decision attaining to the application of the family member’s application.

Recommended Action: Motion to apply for a conflict-of-interest waiver for the applicant listed above.

Regards,

Antonio Jenkins, Project Manager
Guardian Community Resource Management, Inc
15000 Citrus Country Drive, Suite 331
Dade City, Florida 33523
(352) 437-3902



MICHAEL J. MORTELL | CITY ATTORNEY
121 SW Flagler Avenue
Stuart, Florida 34994

Telephone: (772) 288-5386
Email: mmortell@ci.stuart.fl.us

April 28, 2022

Community Redevelopment Board
City of Stuart, Florida
121 S.W. Flagler Avenue
Stuart, Florida 34994

RE: City of Stuart Housing Rehabilitation Program – Conflict of Interest

Dear Board Member:

A condition of the Community Development Block Grant (CDBG) Program requires the disclosure of any potential conflicts. Conflicts do not always prohibit an applicant from receiving the grant funds. It is a transparency requirement to ensure that the public is aware of any relationships that qualify as a conflict under the definitions of the program. As requested by the CRA staff and pursuant to the Memorandum of Conflict dated April 25, 2022 and provided by Antonio Jenkins, listed as the Project Manager, this legal opinion is being submitted to the City of Stuart Community Redevelopment Board. The issue presented is based upon a disclosure by Ms. Bromfield (applicant) disclosed that she was first cousins with Commissioner Clarke. Because the City Commissioners vote on and award the grant benefits, there are specific policies describing conflicts of interest and other restrictions when an applicant is related to the Commissioner as described in the Code of Federal Regulations, State Statutes or City regulations and policies.

Pursuant to the Conflict-of-Interest Memorandum attached to the agenda item, I have been asked to render this letter. The letter identifies several Federal Regulations which I will address in order. In addition, I will address the State Statute pertaining to voting conflicts as well.

1. 24 CFR 570.611 – this CDBG regulation governs conflicts of interest that arise when a representative of the City has a financial interest in a contract awarded by the City. *In the present matter, the representative of the City (Commissioner Clarke) does not have a financial interest and therefore there is no conflict based upon this regulation.*
2. 24 CFR 85.36– this CDBG regulation states that when procuring property or services, the City will follow the same procedures that it uses for procurement from non-Federal funds. *In the present matter, the City is not seeking services or property and the procurement policies of the City are in compliance and therefore there is no conflict based upon this regulation.*

3. 24 CFR 583.330(e)– this CDBG regulation states that no employee or elected official may obtain a personal or financial interest or benefit from the activity for herself or for those with whom she has family ties. It further states that upon request of the applicant, HUD may grant an exception on a case-by-case basis when it determines that the exception will serve to further the purposes of the program. *According to 24 CFR 93.353, “family ties” is defined to include the spouse, parent (including stepparent), child (including a stepchild), brother or sister (including step-sister), grandparent, grandchild, and in-laws. Because the applicant is the first cousin of Commissioner Clarke, it is the opinion of the City Attorney that this definition does not apply and therefore there is no conflict based upon this regulation.*
4. Page 8, Section E (3) of the approved City of Stuart Housing Assistance Plan– this policy states all applicants that may have a familial relationship with a member of the City Commission must fully disclose this relationship on the Application. Further, Paragraph E(3) includes reference to 24 CFR 570.89(H)(2) which prohibits the award of a construction contract to a relative unless it was done by sealed bid which provided for competitive bidding to occur. *The express language of Page 8, Section E of the City of Stuart Housing Assistance Plan requires all applicants that have a familial relationship with a member of the City Commission to disclose the relationship. The applicant has disclosed that she is the first cousin of Commissioner Clarke and has therefore completely complied with this policy. 24 CFR 570.89 applies to awarding construction contracts but subsection (H)(2) limits the conflict for those whom they have “family ties”. Family ties is defined in paragraph 3 above and does not include first cousins.*
5. Florida Statute, Section 112.3143 states that no City Commissioner shall vote in an official capacity upon any measure which the Commissioner knows would inure to the special private gain or loss of a relative. Section 112.3143(c) defines relative as: *Relative” means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. There are other times such as when hiring employees where the statute includes first cousin in the definition and therefore, the fact that it is not included means that a conflict does not exist based upon the relationship as first cousin. In the present matter, the applicant does not meet the definition of “relative” and it is the opinion of the City Attorney that Section 112.3143 requires the Commissioner to vote on the item and prohibits abstaining.*

A response to the question of whether these conflicts may be waived requires review of both Florida and Federal laws. But, before evaluating if a conflict qualifies for waiver, it must first be deemed a conflict. Under 24 CFR 85.36 and 24 CFR § 583.330, an exception may be granted by FDEO and/or HUD for a conflict if it would serve to further the purpose of the grant and the effective and efficient administration of the program. Factors to be considered in making this decision are listed in the aforesaid CFRs. The issue of “Waiver” only arises in the event that a conflict exists. In the absence of a conflict, there is no requirement for a formal procedure,

disclosure and/or waiver. There are also conflicts related to the CRA members seeking grant funds for themselves but that is not being addressed because Commissioner Clarke is not seeing grant funds. Prior to being notified that the application included this description of the relationship, Commissioner Clarke was not even aware that Ms. Brumfield had even submitted an application for grant funds.

It is important to note that the nature of the perceived conflict is the applicant and not Commissioner Clarke. It is the City Attorney's recommendation that the disclosure be made at a public meeting. Further, the disclosure should include the individuals involved (Commissioner Clarke and Ms. Brumfield); their relationship as first cousins; the fact that Commissioner Clarke is a City Commissioner and CRA Board Member, and the authority (if any) of the City Elected Official over the administration of the CDBG grant. I mention the authority because I believe Grant has already been voted on by the Commission and grant benefits are awarded to everyone that qualifies.

The aforementioned applicable federal regulations state that "no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter."

As presented, Commissioner Clarke (first cousin of the applicant), does hold a position that has authority to exercise functions and responsibilities with respect to CDBG activities. Further, Commissioner Clarke is in a position to participate in any decision-making process or gain inside information with regard to CDBG activities. Given that the City Elected Official in question has direct review, approval, and funding authority, the City Elected Official would be required to abstain from any decision pertaining to a "relative's" application as described in the regulations. Because "first cousin" does not qualify as a conflicting familial tie, it remains the City Attorney's position that no conflict exists. However, in the event that the CRA staff or Board interprets the regulations as creating a conflict, this type of conflict still qualifies for waiver.

As such, it is possible that this federally defined conflict may be waived because it would serve to further the purpose of the grant and the effective and efficient administration of the program. Further, Commissioner Clarke in no way stands to receive any benefit from the award of the grant and the applicant has not received any special information or advantage as a result of being cousins with Commissioner Clarke.

This opinion is rendered in response to the specific facts as described herein and the advice is given to the CRA Board and Staff as well as the City Commission. This document does not make any factual determinations, nor should any such determinations be implied here from. This opinion is limited to what is actually set forth in writing and nothing should be, or is intended to

be, implied here from other than that which is unequivocally set forth herein. As stated previously, if the Board discovers additional factual information that does in fact meet the threshold of “family ties”, then it would be the opinion of the City Attorney that a Waiver should be sought after confirmation from the CRA staff that the applicant was otherwise qualified to receive the grant funds pursuant to the program and her application.

Sincerely,



Michael J. Mortell

City Attorney – City of Stuart

Phone (772) 288-5386

Email: mmortell@ci.stuart.fl.us

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Kevin Freeman

Title of Item:

LAND USE CHANGE TO CONSERVATION WITHIN AVONLEA (RC):

RESOLUTION No. 50-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO REQUEST AUTHORIZATION FOR STAFF TO COMMENCE A CITY INITIATED PROCESS TO DESIGNATE A CITY FUTURE LAND USE OF CONSERVATION ON CERTAIN TRACTS IDENTIFIED WITHIN THE NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD), PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This Resolution initiates the process to amend the Future Land Use Map of certain tracts within the New Avonlea Planned Unit Development to a designation of CONSERVATION. The tracts are currently identified as preserve area, wetland & wetland buffer and mitigation area within the PUD. This action is permitted under condition #4 of Ordinance 2307- 2015 (and as approved) enacting the New Avonlea Planned Unit Development (PUD), which states: *'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. Said preserve areas shall be identified in the Preserve Area Maintenance Plan (PAMP)...'*

The PAMP connected to the New Avonlea Planned Unit Development is attached hereto, together with a recorded deed of Conservation Easement between the owner and the South Florida Water Management District (dated April 5th, 2006).

The legal descriptions of the tracts which are the subject of this proposed Future Land Use Map amendment are identified within the PAMP and on the site survey. A highlighted site plan identifying the areas is attached to this item.

The owners have been notified of the proposed action.

The process will involve site notices, a hearing before the Land Planning Agency (LPA) and two hearings before the City Commission.

Funding Source:

Staff time, Development Department funds - site notice expenditure of approximately \$1,800

Recommended Action:

Motion to direct staff to proceed with the process to amend the City' s Future Land Use Map accordingly.

ATTACHMENTS:

1. A1. R50-2022 Authorization to Initiate FLU Map Amendment
2. A2. Avonlea Conservation FLU Tracts
3. D1. Survey Sheets 1 and 2
4. D2. Survey Sheets 3 and 4
5. D3. Survey Sheets 5 and 6

6. D4. Survey Sheets 7 and 8
7. D5. New Avonlea PUD PAMP



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

RESOLUTION NUMBER 50-2022

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA TO REQUEST
AUTHORIZATION FOR STAFF TO COMMENCE
A CITY INITIATED PROCESS TO DESIGNATE A
CITY FUTURE LAND USE OF CONSERVATION
ON CERTAIN TRACTS IDENTIFIED WITHIN THE
NEW AVONLEA PLANNED UNIT
DEVELOPMENT (PUD), PROVIDING FOR
SEVERABILITY, PROVIDING AN EFFECTIVE
DATE, AND FOR OTHER PURPOSES**

*** * * * ***

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

WHEREAS, on June 8, 2015, the City Commission adopted Ordinance No. 2307-2015, whereby establishing the “New Avonlea PUD” which consists of a Master Parcel Plan and Preserve Area Management Plan, which identify Preserve, Wetland & Buffer and Mitigation tracts.

WHEREAS, the New Avonlea PUD agreement states at condition #4. ‘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. Said preserve areas shall be identified in the Preserve Area Maintenance Plan (PAMP), more particularly set forth in condition #6.’

Resolution No. 50-2022

Authorization to commence a city-initiated process to designate FLU category of
Conservation to tracts within New Avonlea PUD

SECTION 1: The City Commission of the City of Stuart hereby approves the authorization and directs staff to commence a city-initiated process to designate appropriate city FLU category of Conservation to certain tracts within the New Avonlea PUD, identified and attached hereto as Exhibit A.1.

SECTION 2: 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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

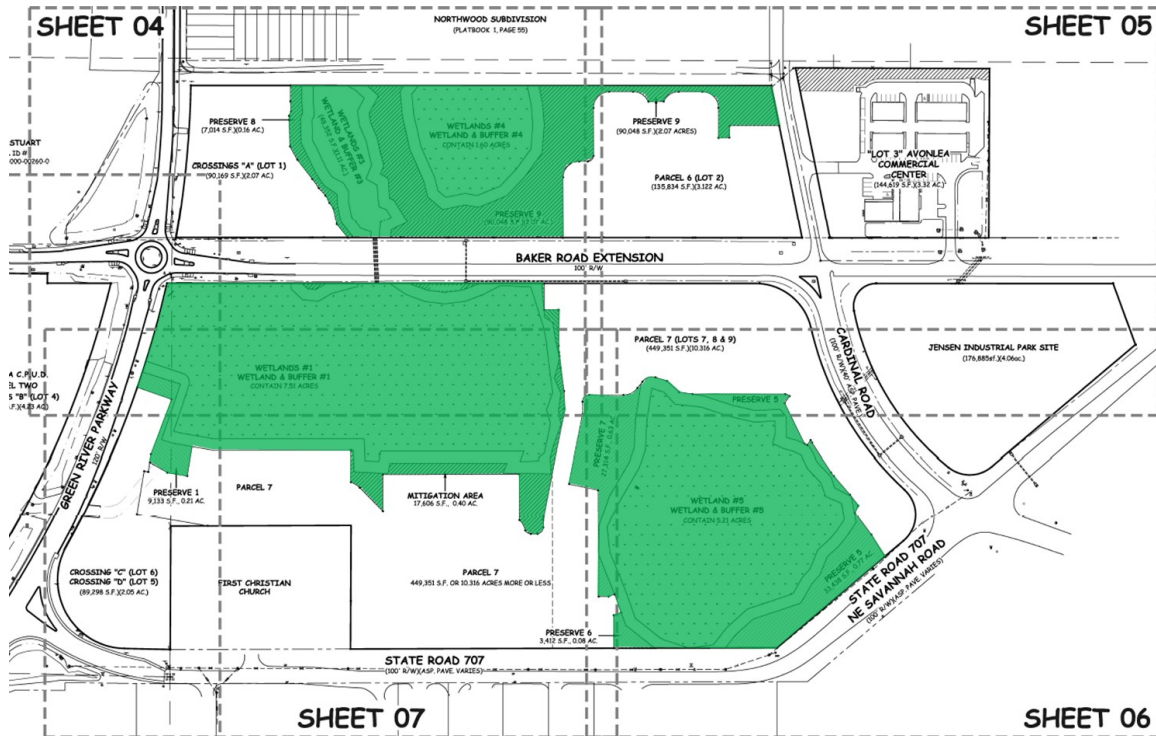
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

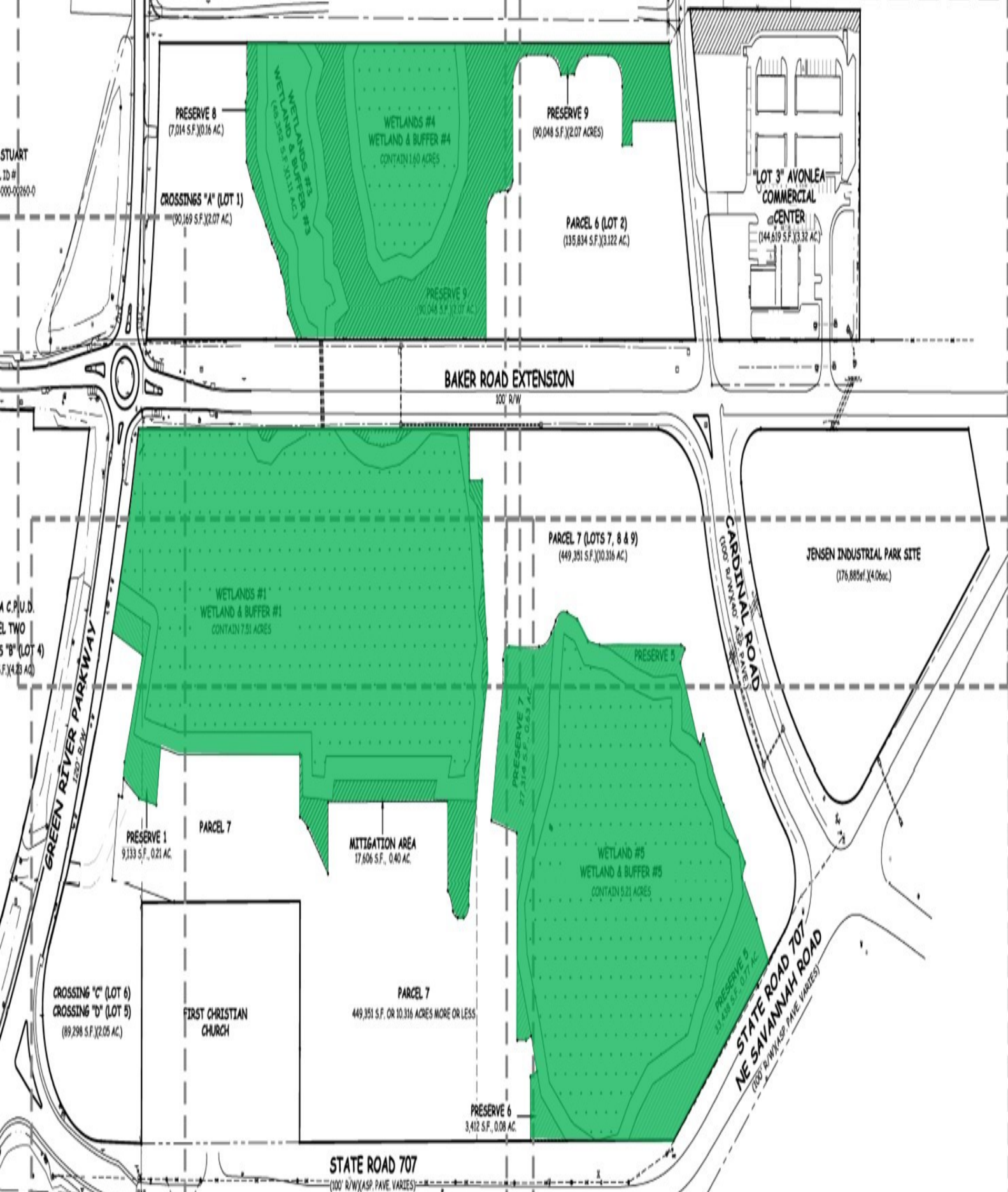
Resolution No. 50-2022

Authorization to commence a city-initiated process to designate FLU category of Conservation to tracts within New Avonlea PUD

EXHIBIT A. 1

NEW AVONLEA PUD - PROPOSED CONSERVATION AREA TRACTS



STUART
TO #
000-00260-0A.C.P.U.D.
EL TWO
5 "B" (LOT 4)
S.F. (14.83 AC)

LEGAL DESCRIPTION CROSSINGS "A" (LOT 1):

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 37 S, RANGE 41E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 37S, RANGE 41E, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707; THENCE RUN N00°15' 38"E ALONG THE WEST LINE OF SECTION 28, A DISTANCE OF 961.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF BAKER ROAD; THENCE S89°58'55"E ALONG THE SAID NORTH RIGHT OF WAY LINE OF BAKER ROAD (100 FEET WIDE), A DISTANCE OF 8.88 FEET TO A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF BAKER ROAD WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY, AND THE **POINT OF BEGINNING**, AND EXTENDING THENCE

- 1 NORTHWARDLY ALONG THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), ALONG AN ARC CURVING TO THE LEFT WITH A RADIUS OF 2148.75 FEET, THROUGH A CENTRAL ANGLE OF 8°58'27", AN ARC DISTANCE OF 336.56 FEET TO A POINT, THENCE
- 2 S89°58' 55"E, A DISTANCE OF 218.85 FEET TO A POINT, THENCE
- 3 S00°01' 05"W, A DISTANCE OF 34.50 FEET TO A POINT, THENCE
- 4 S03°21' 16"E, A DISTANCE OF 22.22 FEET TO A POINT, THENCE
- 5 S24°35' 21"W, A DISTANCE OF 10.80 FEET TO A POINT, THENCE
- 6 S01°42' 54"E, A DISTANCE OF 66.91 FEET TO A POINT, THENCE
- 7 S28°46' 22"E, A DISTANCE OF 32.82 FEET TO A POINT, THENCE
- 8 S38°14' 31"E, A DISTANCE OF 54.10 FEET TO A POINT, THENCE
- 9 S35°00' 50"E, A DISTANCE OF 23.84 FEET TO A POINT, THENCE
- 10 S43°09' 39"E, A DISTANCE OF 22.95 FEET TO A POINT, THENCE
- 11 S26°48' 23"E, A DISTANCE OF 17.57 FEET TO A POINT, THENCE
- 12 S39°33' 42"E, A DISTANCE OF 15.00 FEET TO A POINT, THENCE
- 13 S11°31' 26"E, A DISTANCE OF 36.53 FEET TO A POINT, THENCE
- 14 S39°20' 11"E, A DISTANCE OF 38.92 FEET TO A POINT IN THE NORTHERLY LINE OF BAKER ROAD, THENCE
- 15 N89°58' 55"W, ALONG THE NORTHERLY LINE OF BAKER ROAD, A DISTANCE OF 377.39 FEET TO THE **POINT OF BEGINNING**.

CONTAINING WITHIN SAID BOUNDS 2.07 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PRESERVE 8

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), AND RUN S 89°58' 55" E, ALONG THE NORTHERLY LINE OF BAKER ROAD, A DISTANCE OF 377.39 FEET TO THE **POINT OF BEGINNING**, AND EXTENDING THENCE

- 1 N39°20' 11"W, A DISTANCE OF 38.92 FEET TO A POINT, THENCE
- 2 N11°31' 26"W, A DISTANCE OF 34.50 FEET TO A POINT, THENCE
- 3 N35°33' 43"W, A DISTANCE OF 15.00 FEET TO A POINT, THENCE
- 4 N26°48' 23"W, A DISTANCE OF 17.57 FEET TO A POINT, THENCE
- 5 N43°09' 39"W, A DISTANCE OF 22.95 FEET TO A POINT, THENCE
- 6 N35°00' 50"W, A DISTANCE OF 23.84 FEET TO A POINT, THENCE
- 7 N38°14' 31"W, A DISTANCE OF 54.10 FEET TO A POINT, THENCE
- 8 N28°46' 22"W, A DISTANCE OF 32.82 FEET TO A POINT, THENCE
- 9 N01°42' 54"W, A DISTANCE OF 66.91 FEET TO A POINT, THENCE
- 10 N24°35' 21"E, A DISTANCE OF 10.80 FEET TO A POINT, THENCE
- 11 N03°21' 16"W, A DISTANCE OF 22.22 FEET TO A POINT, THENCE
- 12 N00°01' 05"E, A DISTANCE OF 34.50 FEET TO A POINT, IN THE SOUTHERLY LINE OF 15TH STREET, THENCE
- 13 S89°58' 55"E, ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 24.98 FEET TO A POINT, THENCE
- 14 S00°01' 04"W, A DISTANCE OF 33.80 FEET TO A POINT, THENCE
- 15 S03°21' 18"E, A DISTANCE OF 27.70 FEET TO A POINT, THENCE
- 16 S24°35' 18"W, A DISTANCE OF 11.18 FEET TO A POINT, THENCE
- 17 S01°42' 56"E, A DISTANCE OF 54.91 FEET TO A POINT, THENCE
- 18 S26°03' 38"E, A DISTANCE OF 75.77 FEET TO A POINT, THENCE
- 19 S35°04' 48"E, A DISTANCE OF 30.27 FEET TO A POINT, THENCE
- 20 S55°46' 30"E, A DISTANCE OF 34.20 FEET TO A POINT, THENCE
- 21 S00°43' 30"W, A DISTANCE OF 18.50 FEET TO A POINT, THENCE
- 22 S11°35' 05"E, A DISTANCE OF 43.66 FEET TO A POINT, THENCE
- 23 S38°37' 10"E, A DISTANCE OF 44.60 FEET TO A POINT, IN THE NORTHERLY LINE OF BAKER ROAD, THENCE
- 24 N89°58' 55"W, ALONG THE NORTHERLY LINE OF BAKER ROAD A DISTANCE OF 12.84 FEET TO THE **POINT OF BEGINNING**.

SAID PRESERVE CONTAINING 0.16 ACRES OR 7,014 SQUARE FEET ±.

LEGAL DESCRIPTION PRESERVE 9

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), AND RUN S 89°58' 55" E, ALONG THE NORTHERLY LINE OF BAKER ROAD, A DISTANCE OF 470.84 FEET TO THE **POINT OF BEGINNING**, AND EXTENDING THENCE

- 1 N05°17' 47"E, A DISTANCE OF 17.64 FEET TO A POINT, THENCE
- 2 N64°16' 04"E, A DISTANCE OF 39.76 FEET TO A POINT, THENCE
- 3 N31°23' 01"W, A DISTANCE OF 56.70 FEET TO A POINT, THENCE
- 4 N68°23' 59"W, A DISTANCE OF 10.80 FEET TO A POINT, THENCE
- 5 N03°45' 35"W, A DISTANCE OF 44.16 FEET TO A POINT, THENCE
- 6 N60°12' 54"W, A DISTANCE OF 19.82 FEET TO A POINT, THENCE
- 7 N22°50' 22"E, A DISTANCE OF 18.67 FEET TO A POINT, THENCE
- 8 N13°50' 00"W, A DISTANCE OF 28.35 FEET TO A POINT, THENCE
- 9 N12°25' 49"W, A DISTANCE OF 34.44 FEET TO A POINT, THENCE
- 10 N23°01' 30"W, A DISTANCE OF 37.37 FEET TO A POINT, THENCE
- 11 N08°15' 31"W, A DISTANCE OF 20.47 FEET TO A POINT, THENCE
- 12 N28°18' 35"E, A DISTANCE OF 43.11 FEET TO A POINT, THENCE
- 13 N47°26' 59"W, A DISTANCE OF 33.43 FEET TO A POINT, IN THE SOUTHERLY LINE OF 15th STREET, THENCE
- 14 S89°58' 55"E, ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 80.74 FEET TO A POINT, THENCE
- 15 S37°43' 43"W, A DISTANCE OF 14.22 FEET TO A POINT, THENCE
- 16 S05°14' 29"E, A DISTANCE OF 57.47 FEET TO A POINT, THENCE
- 17 S13°15' 05"E, A DISTANCE OF 41.81 FEET TO A POINT, THENCE
- 18 S12°08' 13"E, A DISTANCE OF 32.13 FEET TO A POINT, THENCE
- 19 S23°32' 57"E, A DISTANCE OF 44.99 FEET TO A POINT, THENCE
- 20 S24°53' 27"E, A DISTANCE OF 30.13 FEET TO A POINT, THENCE
- 21 S13°37' 01"E, A DISTANCE OF 35.74 FEET TO A POINT, THENCE
- 22 S49°54' 55"E, A DISTANCE OF 42.82 FEET TO A POINT, THENCE
- 23 N78°38' 52"E, A DISTANCE OF 50.20 FEET TO A POINT, THENCE
- 24 S80°44' 00"E, A DISTANCE OF 30.34 FEET TO A POINT, THENCE
- 25 N67°47' 58"E, A DISTANCE OF 66.98 FEET TO A POINT, THENCE
- 26 N43°46' 18"E, A DISTANCE OF 56.25 FEET TO A POINT, THENCE
- 27 N36°08' 57"E, A DISTANCE OF 64.84 FEET TO A POINT, THENCE
- 28 N04°32' 25"E, A DISTANCE OF 62.41 FEET TO A POINT, THENCE
- 29 N04°40' 53"W, A DISTANCE OF 46.76 FEET TO A POINT, THENCE
- 30 N11°23' 56"W, A DISTANCE OF 40.06 FEET TO A POINT IN THE SOUTHERLY LINE OF 15TH STREET, THENCE
- 31 S89°58' 55"E, ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 508.38 FEET TO A POINT, THENCE
- 32 S11°27' 02"E, A DISTANCE OF 89.44 FEET TO A POINT, THENCE

LEGAL DESCRIPTION PRESERVE 9 CONTINUED

- 33 N89°58' 55"W, A DISTANCE OF 109.69 FEET TO A POINT, THENCE
- 34 S00°01' 05"W, A DISTANCE OF 26.22 FEET TO A POINT, THENCE
- 35 N89°58' 55"W, A DISTANCE OF 23.74 FEET TO A POINT, THENCE
- 36 N00°01' 05"E, A DISTANCE OF 65.22 FEET TO A POINT OF CURVATURE, THENCE
- 37 NORTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00' 00", AN ARC DISTANCE OF 55.76 FEET TO A POINT OF TANGENCY, THENCE
- 38 N89°58' 55"W, A DISTANCE OF 52.00 FEET TO A POINT OF CURVATURE, THENCE
- 39 SOUTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 67°31' 30", AN ARC DISTANCE OF 41.84 FEET TO A POINT, THENCE
- 40 N89°58' 55"W, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 32.39 FEET TO A POINT ON A CURVE, SAID POINT HAVING A RADIAL BEARING OF N67°32' 35"E, THENCE
- 41 NORTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 67°31' 30", AN ARC DISTANCE OF 41.84 FEET TO A POINT OF TANGENCY, THENCE
- 42 N89°58' 55"W, A DISTANCE OF 52.00 FEET TO A POINT OF CURVATURE, THENCE
- 43 SOUTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00' 00", AN ARC DISTANCE OF 55.76 FEET TO A POINT OF TANGENCY, THENCE
- 44 S00°01' 05"W, A DISTANCE OF 105.00 FEET TO A POINT OF CURVATURE, THENCE
- 45 SOUTHWESTWARDLY ALONG A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 12.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00' 00", AN ARC DISTANCE OF 19.63 FEET TO A POINT OF TANGENCY, THENCE
- 46 N89°58' 55"W, A DISTANCE OF 19.00 FEET TO A POINT OF CURVATURE, THENCE
- 47 SOUTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00' 00", AN ARC DISTANCE OF 55.76 FEET TO A POINT OF TANGENCY, THENCE
- 48 S00°01' 05"W, A DISTANCE OF 133.00 FEET TO A POINT IN THE NORTHERLY LINE OF BAKER ROAD, THENCE
- 49 N89°58' 55"W, ALONG THE NORTHERLY LINE OF BAKER ROAD, A DISTANCE OF 378.65 FEET TO THE **POINT OF BEGINNING**.

SAID PRESERVE CONTAINING 2.07 ACRES OR 90,048 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION WETLAND AND BUFFER 3

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 S, RANGE 41 E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF GREEN RIVER PARKWAY (120' WIDE) WITH THE SOUTHERLY LINE OF 15TH STREET, AND RUN S89°58' 55"E ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 243.84 FEET TO THE **POINT OF BEGINNING**, AND EXTENDING THENCE

- 1 S89°58' 55"E, ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 143.64 FEET TO A POINT, THENCE
- 2 S47°26' 59"E, A DISTANCE OF 33.43 FEET TO A POINT, THENCE
- 3 S28°18' 35"W, A DISTANCE OF 43.11 FEET TO A POINT, THENCE
- 4 S08°15' 31"E, A DISTANCE OF 20.47 FEET TO A POINT, THENCE
- 5 S23°01' 30"E, A DISTANCE OF 37.37 FEET TO A POINT, THENCE
- 6 S12°25' 49"E, A DISTANCE OF 34.44 FEET TO A POINT, THENCE
- 7 S13°50' 00"E, A DISTANCE OF 28.35 FEET TO A POINT, THENCE
- 8 S22°50' 21"W, A DISTANCE OF 18.67 FEET TO A POINT, THENCE
- 9 S60°12' 54"E, A DISTANCE OF 19.82 FEET TO A POINT, THENCE
- 10 S03°16' 55"E, A DISTANCE OF 39.72 FEET TO A POINT, THENCE
- 11 S08°01' 15"E, A DISTANCE OF 4.46 FEET TO A POINT, THENCE
- 12 S68°23' 59"E, A DISTANCE OF 10.80 FEET TO A POINT, THENCE
- 13 S31°23' 01"E, A DISTANCE OF 56.70 FEET TO A POINT, THENCE
- 14 S84°16' 04"W, A DISTANCE OF 39.76 FEET TO A POINT, THENCE
- 15 S05°17' 47"W, A DISTANCE OF 17.64 FEET TO A POINT IN THE NORTHERLY LINE OF BAKER ROAD EXTENSION (100' WIDE), THENCE
- 16 N89°58' 55"W, ALONG THE NORTHERLY LINE OF BAKER ROAD EXTENSION, A DISTANCE OF 80.62 FEET TO A POINT, THENCE
- 17 N38°37' 10"W, A DISTANCE OF 44.60 FEET TO A POINT, THENCE
- 18 N11°35' 05"W, A DISTANCE OF 43.66 FEET TO A POINT, THENCE
- 19 N00°43' 30"E, A DISTANCE OF 18.50 FEET TO A POINT, THENCE
- 20 N55°46' 30"W, A DISTANCE OF 34.20 FEET TO A POINT, THENCE
- 21 N35°04' 48"W, A DISTANCE OF 30.27 FEET TO A POINT, THENCE
- 22 N26°03' 35"W, A DISTANCE OF 75.77 FEET TO A POINT, THENCE
- 23 N01°42' 56"W, A DISTANCE OF 54.91 FEET TO A POINT, THENCE
- 24 N24°35' 18"E, A DISTANCE OF 11.18 FEET TO A POINT, THENCE
- 25 N03°21' 18"W, A DISTANCE OF 27.70 FEET TO A POINT, THENCE
- 26 N00°01' 04"E, A DISTANCE OF 33.80 FEET TO THE **POINT OF BEGINNING**

CONTAINING WITHIN SAID BOUNDS 1.11 ACRES, MORE OR LESS

LEGAL DESCRIPTION: WETLAND AND BUFFER 4

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 S, RANGE 41 E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF GREEN RIVER PARKWAY (120' WIDE) WITH THE SOUTHERLY LINE OF 15TH STREET AND RUN S89°58' 55"E ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 468.22 FEET TO THE **POINT OF BEGINNING**, AND EXTENDING THENCE

- 1 S89°58' 55"E, ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 296.18 FEET TO A POINT, THENCE
- 2 S11°23' 56"E A DISTANCE OF 40.06 FEET TO A POINT, THENCE
- 3 S04°40' 53"E, A DISTANCE OF 46.79 FEET TO A POINT, THENCE
- 4 S04°32' 28"W, A DISTANCE OF 62.41 FEET TO A POINT, THENCE
- 5 S36°08' 57"W, A DISTANCE OF 64.84 FEET TO A POINT, THENCE
- 6 S43°46' 18"W, A DISTANCE OF 56.25 FEET TO A POINT, THENCE
- 7 S67°47' 57"W, A DISTANCE OF 66.98 FEET TO A POINT, THENCE
- 8 N80°44' 00"W, A DISTANCE OF 30.34 FEET TO A POINT, THENCE
- 9 S78°38' 52"W, A DISTANCE OF 50.20 FEET TO A POINT, THENCE
- 10 N49°54' 55"W, A DISTANCE OF 42.82 FEET TO A POINT, THENCE
- 11 N13°37' 01"W, A DISTANCE OF 35.74 FEET TO A POINT, THENCE
- 12 N24°43' 27"W, A DISTANCE OF 30.13 FEET TO A POINT, THENCE
- 13 N23°32' 57"W, A DISTANCE OF 44.99 FEET TO A POINT, THENCE
- 14 N12°08' 13"W, A DISTANCE OF 32.13 FEET TO A POINT, THENCE
- 15 N13°15' 05"W, A DISTANCE OF 41.81 FEET TO A POINT, THENCE
- 16 N05°14' 29"W, A DISTANCE OF 57.47 FEET TO A POINT, THENCE
- 17 N37°43' 42"E, A DISTANCE OF 14.22 FEET TO THE **POINT OF BEGINNING**

CONTAINING WITHIN SAID BOUNDS 1.60 ACRES, MORE OR LESS

LEGAL DESCRIPTION: PARCEL 6 (LOT 2)

A PARCEL OF LAND LOCATED IN THE SW 1/4) OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY RIGHT OF WAY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE) AND RUN S 89°58'55"E ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD, A DISTANCE OF 849.49 FEET TO THE **POINT OF BEGINNING**; THENCE RUN N 00°01'05"E DEPARTING SAID RIGHT OF WAY A DISTANCE OF 133.00 FEET; TO A POINT OF CURVATURE, THENCE NORTHEASTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 35.50 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 55.76 FEET TO A POINT OF TANGENCY, THENCE S 89°58'55"E, A DISTANCE OF 19.00 FEET TO A POINT OF CURVATURE, THENCE NORTHEASTWARDLY ALONG A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 12.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 19.63 FEET TO A POINT OF TANGENCY, THENCE N 00°01'05"E A DISTANCE OF 105.00 FEET TO A POINT OF CURVATURE, THENCE NORTHEASTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 55.76 FEET TO A POINT OF TANGENCY, THENCE S 89°58'55"E, A DISTANCE OF 52.00 FEET TO A POINT OF CURVATURE, THENCE SOUTHEASTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 67°31'30", AN ARC DISTANCE OF 41.84 FEET TO A POINT, THENCE S 89°58'55"E, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 32.39 FEET TO A POINT ON A CURVE, SAID POINT HAVING A RADIAL BEARING OF N 67°30'25"W, THENCE NORTHEASTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 67°31'30", AN ARC DISTANCE OF 41.84 FEET TO A POINT OF TANGENCY, THENCE S 89°58'55"E, A DISTANCE OF 52.00 FEET TO A POINT OF CURVATURE, THENCE SOUTHEASTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 55.76 FEET TO A POINT OF TANGENCY, THENCE S 00°01'05"W, A DISTANCE OF 65.22 FEET TO A POINT, THENCE S 89°58'55"E, A DISTANCE OF 23.74 FEET TO A POINT, THENCE N 00°01'05"E, A DISTANCE OF 26.22 FEET TO A POINT, THENCE S 89°58'55"E, A DISTANCE OF 109.69 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF CARDINAL ROAD, THENCE S 11°27'02"E CONTINUING ON SAID RIGHT OF WAY A DISTANCE OF 252.03 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY OF CARDINAL ROAD AND THE NORTH RIGHT OF WAY LINE OF BAKER ROAD EXTENSION, THENCE N 89°58'55"W ALONG THE NORTH RIGHT OF WAY LINE OF BAKER ROAD EXTENSION, A DISTANCE OF 523.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINS WITHIN SAID BOUNDS 135,834 SQUARE FEET OR 3.122 ACRES MORE OR LESS

LEGAL DESCRIPTION (LOT 3)

AVONLEA COMMERCIAL CENTER A PARCEL OF LAND LYING IN SECTION 28, T37S, R41E, MARTIN COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 202.00' OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 28, T37S, R41E OF PARCEL 6 AS DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENSION AS DESCRIBED IN OFFICIAL RECORDS BOOK 726, PAGE 1921, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE N89°28' 19"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENSION, 348.92' TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY BEING A 60.00' RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE N10°56' 26"W ALONG SAID EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY, 381.40' TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 25 AND 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND PHYSICALLY DESCRIBED BY MONUMENTS AND OCCUPATION; THENCE S89°15' 48"E ALONG SAID OCCUPIED LINE, 426.27' TO THE POINT OF INTERSECTION WITH THE AFORESAID PARCEL 6; THENCE S00°45' 39"W ALONG SAID WEST LINE OF THE EAST 202.00' OF PARCEL 6 A DISTANCE OF 372.11' TO THE **POINT OF BEGINNING**. CONTAINS 3.32 ACRES MORE OR LESS.

LEGAL DESCRIPTION: CROSSINGS "B" (LOT 4)

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 29, TOWNSHIP 37S, RANGE 41E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 37S, RANGE 41E, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707; THENCE RUN N00°15' 38"E ALONG THE EAST LINE OF SECTION 29, A DISTANCE OF 861.34 FEET TO A POINT IN THE SOUTH RIGHT OF WAY OF BAKER ROAD; THENCE N89°58' 36"W ALONG THE SAID SOUTH RIGHT OF WAY LINE OF BAKER ROAD A DISTANCE OF 134.01 FEET TO A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF BAKER ROAD WITH THE WESTERLY LINE OF GREEN RIVER PARKWAY, AND THE **POINT OF BEGINNING**, AND EXTENDING THENCE

- 1 N89°58' 55"W, ALONG THE SOUTHERLY LINE OF BAKER ROAD (100 FEET WIDE), A DISTANCE OF 139.42 FEET TO A POINT, THENCE
- 2 N00°15' 38"E, A DISTANCE OF 20.37 FEET TO A POINT ON THE SOUTHERLY LINE OF BAKER ROAD (60 FEET WIDE), THENCE
- 3 N89°07' 27"W ALONG THE SOUTHERLY LINE OF BAKER ROAD (60 FEET WIDE), A DISTANCE OF 281.73 FEET TO A POINT, THENCE
- 4 S00°52' 33"W, A DISTANCE OF 205.53 FEET TO A POINT, THENCE
- 5 S88°58' 54"E, A DISTANCE OF 57.22 FEET TO A POINT, THENCE
- 6 S00°14' 59"W, A DISTANCE OF 599.46 FEET TO A POINT IN THE WESTERLY LINE OF GREEN RIVER PARKWAY, THENCE
- 7 N33°12' 44"E, ALONG THE WESTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), A DISTANCE OF 171.24 FEET TO A POINT OF CURVATURE, THENCE
- 8 NORTHWARDLY STILL ALONG THE WESTERLY LINE OF GREEN RIVER PARKWAY, ALONG AN ARC CURVING TO THE LEFT WITH A RADIUS OF 2028.75 FEET, THROUGH A CENTRAL ANGLE OF 19°43' 35", AN ARC DISTANCE OF 698.48 FEET TO THE **POINT OF BEGINNING**.

CONTAINING WITHIN SAID BOUNDS 4.23 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: CROSSINGS "C" (LOT 6) AND "D" LOT (5)

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, AND THE SE 1/4 OF SECTION 29, TOWNSHIP 37 S, RANGE 41 E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 37S, RANGE 41 E, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707; THENCE RUN N00°15' 38"E ALONG THE EAST LINE OF SECTION 29, A DISTANCE OF 60.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE FIRST CHRISTIAN CHURCH TRACT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY OF STATE ROAD 707, AND THE **POINT OF BEGINNING**, AND EXTENDING THENCE

- 1 N88°46' 41"W, ALONG THE NORTHERLY LINE OF STATE ROAD 707, A DISTANCE OF 100.61 FEET TO A POINT OF CURVATURE, SAID CURVE CONNECTING THE NORTHERLY LINE OF STATE ROAD 707 WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY, THENCE
- 2 NORTHWESTWARDLY AND NORTHWARDLY ALONG SAID CONNECTING CURVE ALONG AN ARC CURVING TO THE RIGHT WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 118°01' 59", AN ARC DISTANCE OF 309.01 FEET TO A POINT OF REVERSE CURVE IN THE EASTERLY LINE OF GREEN RIVER PARKWAY, THENCE
- 3 NORTHWARDLY ALONG THE EASTERLY LINE OF GREEN RIVER PARKWAY, ALONG AN ARC CURVING TO THE LEFT WITH A RADIUS OF 2148.75 FEET, THROUGH A CENTRAL ANGLE OF 10°11' 03", AN ARC DISTANCE OF 381.93 FEET TO A POINT, THENCE
- 4 S70°55' 43"E, A DISTANCE OF 79.95 FEET TO A POINT, THENCE
- 5 S20°43' 18"W, A DISTANCE OF 128.12 FEET TO A POINT, THENCE
- 6 S09°37' 04"W, A DISTANCE OF 38.15 FEET TO A POINT, THENCE
- 7 N80°22' 56"W, A DISTANCE OF 9.04 FEET TO A POINT, THENCE
- 8 S09°37' 04"W, A DISTANCE OF 95.75 FEET TO A POINT, THENCE

LEGAL DESCRIPTION: CROSSINGS "C" (LOT 6) AND "D" LOT (5) CONTINUED

- 9 S80°1530"E, A DISTANCE OF 157.98 FEET TO A POINT IN THE NORTHERLY LINE OF LANDS OF FIRST CHRISTIAN CHURCH, THENCE
- 10 S89°49' 49"W, ALONG SAID NORTHERLY LINE A DISTANCE OF 81.30 FEET TO THE NORTHWESTERLY CORNER OF SAID FIRST CHRISTIAN CHURCH LANDS, THENCE
- 11 S00°15' 38"W STILL ALONG SAID CHURCH LANDS A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 2.05 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: PRESERVE 1

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28 AND THE SE 1/4 OF SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE CURVED EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), SAID POC HAVING A RADIAL BEARING OF S77°15' 06"E, AND RUN SOUTHWESTWARDLY ALONG THE CURVED EASTERLY LINE OF GREEN RIVER PARKWAY, SAID CURVE BEING CONCAVE TO THE NORTHWEST WITH A RADIUS OF 2148.75 FEET, THROUGH A CENTRAL ANGLE OF 05°22' 35", AN ARC DISTANCE OF 201.63 FEET TO THE **POINT OF BEGINNING**, AND EXTENDING THENCE

- 1 S72°18' 59"E, A DISTANCE OF 87.54 FEET TO A POINT, THENCE
- 2 S18°47' 30"W, A DISTANCE OF 128.72 FEET TO A POINT, THENCE
- 3 S73°22' 15"E, A DISTANCE OF 26.79 FEET TO A POINT, THENCE
- 4 S80°04' 30"E, A DISTANCE OF 41.62 FEET TO A POINT THENCE
- 5 S09°47' 27"W, A DISTANCE OF 63.53 FEET TO A POINT, THENCE
- 6 N80°04' 05"W, A DISTANCE OF 43.21 FEET TO A POINT, THENCE
- 7 N61°01' 24"W, A DISTANCE OF 44.86 FEET TO A POINT, THENCE
- 8 N09°37' 04"E, A DISTANCE OF 17.38 FEET TO A POINT, THENCE
- 9 N20°43' 18"E, A DISTANCE OF 128.12 FEET TO A POINT, THENCE
- 10 N70°55' 43"W, A DISTANCE OF 79.95 FEET TO A POINT IN THE CURVED EASTERLY LINE OF GREEN RIVER PARKWAY, THENCE
- 11 NORTHEASTWARDLY ALONG THE CURVED EASTERLY LINE OF GREEN RIVER PARKWAY, SAID CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 2148.75 FEET, THROUGH A CENTRAL ANGLE OF 0°56' 46", AN ARC DISTANCE OF 35.49 FEET TO THE **POINT OF BEGINNING**.

SAID PRESERVE CONTAINING 0.21 ACRES OR 9,133 SQUARE FEET, MORE OR LESS

**LEGAL DESCRIPTION: (PARCEL 7) LOTS 7, 8 AND 9
CONTINUED**

THENCE SOUTHEASTERLY 14.58 FEET ALONG THE ARC OF SAID CURVE; THROUGH A CENTRAL ANGLE OF 6°14'22" TO THE END OF SAID CURVE; THENCE RUN 89°49'49" E, A DISTANCE OF 15.03 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 14.00 FEET; THENCE NORTHEASTERLY 20.49 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°51'05" TO THE END OF SAID CURVE, THENCE RUN N 00°11'06" W, A DISTANCE OF 16.30 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY 5.96 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°23'22" TO THE END OF SAID CURVE, THENCE RUN N 11°12'16" E, A DISTANCE OF 225.38 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 79.60 FEET; THENCE NORTHERLY 16.79 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°05'21" TO THE END OF SAID CURVE; THENCE RUN N 00°25'59" W, A DISTANCE OF 38.67 FEET, THENCE RUN N 08°51'07" W, A DISTANCE OF 50.77 FEET; THENCE RUN N 05°44'10" W, A DISTANCE OF 26.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 141.15 FEET; THENCE NORTHEASTERLY 8.18 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°19'12" TO THE END OF SAID CURVE TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 122.86 FEET; THENCE SOUTHWESTERLY 14.36 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°41'40" TO THE END OF SAID CURVE; THENCE RUN N 00°01'06" E, A DISTANCE OF 78.48 FEET; THENCE RUN N 89°58'56" W, A DISTANCE OF 31.50 FEET; THENCE RUN N 00°01'05" E, A DISTANCE OF 58.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BAKER ROAD EXTENSION; THENCE RUN S 89°58'55" E CONTINUING ON SAID RIGHT OF WAY LINE, A DISTANCE OF 462.46 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 125.00 FEET, THENCE SOUTHEASTERLY 168.28 FEET ALONG THE ARC OF SAID CURVE, CONNECTING THE SOUTH RIGHT OF WAY LINE OF BAKER ROAD EXTENSION AND THE WEST RIGHT OF WAY LINE OF CARDINAL ROAD, THROUGH A CENTRAL ANGLE OF 77°08'02" TO A POINT; SAID POINT BEING THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 685.00 FEET; THENCE SOUTHEASTERLY 414.88 FEET (CONTINUING ON SAID RIGHT OF WAY LINE) ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°42'07" TO A POINT, SAID POINT BEING THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHWESTERLY 127.56 FEET ALONG THE ARC OF SAID CURVE, CONNECTING THE WEST RIGHT OF WAY LINE OF CARDINAL ROAD AND THE NORTH RIGHT OF WAY LINE OF STATE ROAD 707, THROUGH A CENTRAL ANGLE OF 97°26'55" TO THE END OF SAID CURVE; THENCE RUN S 49°53'54" W, CONTINUING ON SAID RIGHT OF WAY LINE A DISTANCE OF 54.47 FEET; THENCE RUN N 31°09'10" W, DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 56.43 FEET; THENCE RUN N 36°36'47" W, A DISTANCE OF 60.77 FEET; THENCE RUN N 23°23'13" E, A DISTANCE OF 18.00 FEET; THENCE RUN N 37°06'10" W, A DISTANCE OF 29.53 FEET; THENCE RUN N 41°00'15" W, A DISTANCE OF 53.89 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 54.48 FEET; THENCE NORTHWESTERLY 10.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°31'25" TO THE END OF SAID CURVE, THENCE RUN N 33°13'49" W, A DISTANCE OF 76.66 FEET, THENCE RUN N 26°19'13" W, A DISTANCE OF 5.86 FEET; THENCE RUN S 34°59'40" W, A DISTANCE OF 13.56 FEET; THENCE RUN N 64°02'59" W, A DISTANCE OF 6.37 FEET, THENCE RUN N 26°19'12" W, A DISTANCE OF 99.31 FEET; THENCE RUN N 34°59'40" E, A DISTANCE OF 19.16 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 13.00 FEET (THROUGH WHICH A RADIAL LINE BEARS N 47°20'34" E), THENCE NORTHWESTERLY 10.74 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°19'29" TO THE END OF SAID CURVE; THENCE RUN N 89°58'55" W, A DISTANCE OF 203.74 FEET; THENCE RUN N 81°16'22" W, A DISTANCE OF 29.72 FEET, THENCE RUN N 47°40'56" W, A DISTANCE OF 36.06 FEET, THENCE RUN N 71°19'09" W, A DISTANCE OF 24.53 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.01 FEET; THENCE SOUTHWESTERLY 32.11 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°34'10" TO THE END OF SAID CURVE; THENCE RUN S 38°22'13" W, A DISTANCE OF 18.02 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 38.50 FEET; THENCE SOUTHWESTERLY 35.44 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°44'47" TO THE END OF SAID CURVE; THENCE RUN N 89°58'55" W, A DISTANCE OF 75.40 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 14.50 FEET; THENCE SOUTHWESTERLY 22.78 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'59" TO THE END OF SAID CURVE; THENCE RUN S 00°01'06" W, A DISTANCE OF 27.75 FEET; THENCE RUN S 11°12'16" W, A DISTANCE OF 154.05 FEET; THENCE RUN S 78°47'45" E, A DISTANCE OF 66.02 FEET; THENCE RUN S 00°10'12" E, A DISTANCE OF 234.70 FEET; THENCE RUN N 89°49'49" E, A DISTANCE OF 21.72 FEET; THENCE RUN N 70°18'01" E, A DISTANCE OF 14.25 FEET, THENCE RUN S 19°41'59" E, A DISTANCE OF 42.72 FEET; THENCE RUN S 70°18'01" W, A DISTANCE OF 17.36 FEET; THENCE RUN S 00°10'11" E, A DISTANCE OF 71.58 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 707; THENCE RUN S 89°49'49" W, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 578.57 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: WETLAND AND BUFFER 1

A PARCEL OF LAND LOCATED ON THE SW 1/4 OF SECTION 28 AND THE SE 1/4 OF SECTION 29, TOWNSHIP 37 S, RANGE 41 E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY LINE OF GREEN RIVER PARKWAY (120' WIDE) WITH THE SOUTHERLY LINE OF BAKER ROAD EXTENSION (100' WIDE) AND EXTENDING THENCE.

- 1 S89°58'55"E, ALONG THE SOUTHERLY LINE OF BAKER ROAD EXTENSION, A DISTANCE OF 296.08 FEET TO A POINT, THENCE
- 2 S47°10'54"E, A DISTANCE OF 17.45 FEET TO A POINT, THENCE
- 3 S83°39'35"E, A DISTANCE OF 17.96 FEET TO A POINT, THENCE
- 4 N59°51'44"E, A DISTANCE OF 27.54 FEET TO A POINT IN THE SOUTHERLY LINE OF BAKER ROAD EXTENSION, THENCE
- 5 S89°58'55"E, ALONG THE SOUTHERLY LINE OF BAKER ROAD EXTENSION A DISTANCE OF 182.92 FEET TO A POINT, THENCE
- 6 S55°23'02"E, A DISTANCE OF 5.00 FEET TO A POINT, THENCE
- 7 S70°15'33"E, A DISTANCE OF 37.06 FEET TO A POINT, THENCE
- 8 S83°11'55"E, A DISTANCE OF 37.68 FEET TO A POINT, THENCE
- 9 N82°41'48"E, A DISTANCE OF 39.50 FEET TO A POINT, THENCE
- 10 N69°40'00"E, A DISTANCE OF 32.94 FEET TO A POINT, THENCE
- 11 N62°27'58"E, A DISTANCE OF 8.34 FEET TO A POINT IN THE SOUTHERLY LINE OF BAKER ROAD EXTENSION, THENCE
- 12 S89°58'55"E, ALONG THE SOUTHERLY LINE OF BAKER ROAD EXTENSION, A DISTANCE OF 135.33 FEET TO A POINT, THENCE
- 13 S04°56'06"E, A DISTANCE OF 71.14 FEET TO A POINT, THENCE
- 14 S56°42'28"E, A DISTANCE OF 21.43 FEET TO A POINT, THENCE
- 15 S09°36'43"E, A DISTANCE OF 37.49 FEET TO A POINT, THENCE
- 16 S11°39'46"E, A DISTANCE OF 41.48 FEET TO A POINT, THENCE
- 17 S09°51'34"W, A DISTANCE OF 26.27 FEET TO A POINT, THENCE
- 18 S16°33'40"W, A DISTANCE OF 22.18 FEET TO A POINT, THENCE
- 19 S23°10'51"E, A DISTANCE OF 36.73 FEET TO A POINT, THENCE
- 20 S08°37'13"W, A DISTANCE OF 36.56 FEET TO A POINT, THENCE
- 21 S09°14'57"E, A DISTANCE OF 32.50 FEET TO A POINT, THENCE
- 22 S19°40'48"W, A DISTANCE OF 47.26 FEET TO A POINT, THENCE
- 23 S14°19'55"W, A DISTANCE OF 28.08 FEET TO A POINT, THENCE
- 24 S03°50'29"E, A DISTANCE OF 32.34 FEET TO A POINT, THENCE
- 25 N89°01'45"W, A DISTANCE OF 105.37 FEET TO A POINT, THENCE
- 26 N22°13'05"E, A DISTANCE OF 23.21 FEET TO A POINT, THENCE
- 27 S89°59'59"W, A DISTANCE OF 257.12 FEET TO A POINT, THENCE
- 28 S11°23'31"W, A DISTANCE OF 22.90 FEET TO A POINT, THENCE
- 29 N87°23'03"W, A DISTANCE OF 74.51 FEET TO A POINT, THENCE
- 30 N02°27'55"W, A DISTANCE OF 46.29 FEET TO A POINT, THENCE
- 31 S89°59'59"W, A DISTANCE OF 305.59 FEET TO A POINT, THENCE
- 32 N80°04'30"W, A DISTANCE OF 90.97 FEET TO A POINT, THENCE
- 33 N73°22'15"W, A DISTANCE OF 26.79 FEET TO A POINT, THENCE
- 34 N18°47'30"E, A DISTANCE OF 128.72 FEET TO A POINT, THENCE
- 35 N72°18'59"W, A DISTANCE OF 87.54 FEET TO A POINT IN THE EASTERLY LINE OF GREEN RIVER PARKWAY, THENCE
- 36 NORTHWARDLY ALONG THE EASTERLY LINE OF GREEN RIVER PARKWAY ALONG AN ARC CURVING TO THE LEFT WITH A RADIUS OF 2148.75 FEET, THROUGH A CENTRAL ANGLE OF 05°22'21" AN ARC DISTANCE OF 201.49 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 7.51 ACRES, MORE OR LESS

LEGAL DESCRIPTION: PRESERVE 2

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), AND RUN S 89°58'55" E, ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 296.08 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- 1 S89°58'55"E ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 54.46 FEET TO A POINT, THENCE
- 2 S59°50'39"W, A DISTANCE OF 27.53 FEET TO A POINT, THENCE
- 3 N83°39'35"W, A DISTANCE OF 17.96 FEET TO A POINT, THENCE
- 4 N47°10'54"W, A DISTANCE OF 17.45 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 0.01 ACRES OR 469 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: PRESERVE 3

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), AND RUN S89°58'55"E, ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 533.50 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- 1 S89°58'55"E ALONG THE SOUTHERLY
- 2 LINE OF BAKER ROAD, A DISTANCE OF 154.14 FEET TO A POINT, THENCE
- 3 S66°40'00"W, A DISTANCE OF 8.34 FEET TO A POINT, THENCE
- 4 S69°40'00"W, A DISTANCE OF 32.94 FEET TO A POINT, THENCE
- 5 S82°41'48"W, A DISTANCE OF 39.50 FEET TO A POINT, THENCE
- 6 N83°11'55"W, A DISTANCE OF 37.68 FEET TO A POINT, THENCE
- 7 N70°15'31"W, A DISTANCE OF 37.06 FEET TO A POINT, THENCE
- 8 N55°23'02"W, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 0.04 ACRES OR 1,950 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PRESERVE #4

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), AND RUN S89°58'55"E, ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 822.98 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- 1 S89°58'55"E ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 5.63 FEET TO A POINT, THENCE
- 2 S00°01'05"W, A DISTANCE OF 58.00 FEET TO A POINT, THENCE
- 3 S89°58'56"E, A DISTANCE OF 31.50 FEET TO A POINT, THENCE
- 4 S00°01'06"W, A DISTANCE OF 78.48 FEET TO A POINT OF CURVATURE, THENCE
- 5 SOUTHWARDLY ALONG A CURVE, SAID CURVE CONCAVE TO THE EAST WITH A RADIUS OF 122.86 FEET, THROUGH A CENTRAL ANGLE OF 06°41'40", AN ARC DISTANCE OF 14.36 FEET TO A POINT OF REVERSE CURVE, THENCE
- 6 SOUTHWARDLY ALONG A CURVE, SAID CURVE CONCAVE TO THE WEST WITH A RADIUS OF 141.15 FEET, THROUGH A CENTRAL ANGLE OF 03°19'12", AN ARC DISTANCE OF 8.18 FEET TO A POINT, THENCE
- 7 S05°44'10"E, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 26.42 FEET TO A POINT, THENCE
- 8 S08°51'07"E, A DISTANCE OF 50.77 FEET TO A POINT, THENCE
- 9 S09°51'59"E, A DISTANCE OF 38.67 FEET TO A POINT, THENCE
- 10 SOUTHWARDLY ALONG A CURVE, SAID CURVE CONCAVE TO THE WEST WITH A RADIUS OF 79.60 FEET, THROUGH A CENTRAL ANGLE OF 12°05'21", AN ARC DISTANCE OF 16.79 FEET TO A POINT, THENCE
- 11 S11°12'16"W, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 127.07 FEET TO A POINT, THENCE
- 12 N89°01'50"W, A DISTANCE OF 2.07 FEET TO A POINT, THENCE
- 13 N03°50'29"W, A DISTANCE OF 32.34 FEET TO A POINT, THENCE
- 14 N14°19'55"E, A DISTANCE OF 28.08 FEET TO A POINT, THENCE
- 15 N19°26'58"E, A DISTANCE OF 49.38 FEET TO A POINT, THENCE
- 16 N09°14'57"W, A DISTANCE OF 32.50 FEET TO A POINT, THENCE
- 17 N08°37'13"E, A DISTANCE OF 36.56 FEET TO A POINT, THENCE
- 18 N23°10'51"W, A DISTANCE OF 36.73 FEET TO A POINT, THENCE
- 19 N16°33'40"E, A DISTANCE OF 22.18 FEET TO A POINT, THENCE
- 20 N11°23'55"E, A DISTANCE OF 23.34 FEET TO A POINT, THENCE
- 21 N11°39'46"W, A DISTANCE OF 41.48 FEET TO A POINT, THENCE
- 22 N09°36'43"W, A DISTANCE OF 37.49 FEET TO A POINT, THENCE
- 23 N56°42'28"W, A DISTANCE OF 21.43 FEET TO A POINT, THENCE
- 24 N04°56'06"W, A DISTANCE OF 74.14 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 0.08 ACRES OR 3,375 SQUARE FEET, MORE OR LESS

LEGAL DESCRIPTION PRESERVE #5

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707; THENCE RUN N00°15'38"E ALONG THE WEST LINE OF SECTION 28, A DISTANCE OF 60.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE FIRST CHRISTIAN CHURCH TRACT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 707; THENCE RUN N89°49'49"E ALONG THE NORTH LINE OF SAID STATE ROAD 707 A DISTANCE OF 1217.54 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- 1 N38°46'24"E, A DISTANCE OF 35.78 FEET TO A POINT, THENCE
- 2 N48°11'49"E, A DISTANCE OF 51.94 FEET TO A POINT, THENCE
- 3 N71°34'23"E, A DISTANCE OF 109.93 FEET TO A POINT, THENCE
- 4 N29°58'55"E, A DISTANCE OF 48.95 FEET TO A POINT, THENCE
- 5 N42°22'56"E, A DISTANCE OF 25.83 FEET TO A POINT, THENCE
- 6 N22°14'05"E, A DISTANCE OF 43.35 FEET TO A POINT, THENC
- 7 N47°13'20"E, A DISTANCE OF 34.72 FEET TO A POINT, THENCE
- 8 N39°55'49"E, A DISTANCE OF 25.81 FEET TO A POINT, THENCE
- 9 N33°42'26"E, A DISTANCE OF 39.20 FEET TO A POINT, THENCE
- 10 N10°36'22"W, A DISTANCE OF 58.79 FEET TO A POINT, THENCE
- 11 N62°58'34"W, A DISTANCE OF 40.86 FEET TO A POINT, THENCE
- 12 N18°08'26"W, A DISTANCE OF 25.15 FEET TO A POINT, THENCE
- 13 N43°38'30"W, A DISTANCE OF 45.18 FEET TO A POINT, THENCE
- 14 N26°18'14"W, A DISTANCE OF 30.36 FEET TO A POINT, THENCE
- 15 N37°47'36"W, A DISTANCE OF 8.35 FEET TO A POINT, THENCE
- 16 N64°03'00"W, A DISTANCE OF 28.21 FEET TO A POINT, THENCE
- 17 N75°13'57"W, A DISTANCE OF 22.21 FEET TO A POINT, THENCE
- 18 N63°01'00"W, A DISTANCE OF 2.88 FEET TO A POINT, THENCE
- 19 N14°22'05"E, A DISTANCE OF 4.50 FEET TO A POINT, THENCE
- 20 N01°18'05"W, A DISTANCE OF 39.77 FEET TO A POINT, THENCE
- 21 N37°47'36"W, A DISTANCE OF 21.38 FEET TO A POINT, THENCE
- 22 S86°45'07"W, A DISTANCE OF 54.57 FEET TO A POINT, THENCE
- 23 N77°12'45"W, A DISTANCE OF 47.54 FEET TO A POINT, THENCE
- 24 N72°08'30"W, A DISTANCE OF 70.70 FEET TO A POINT, THENCE

LEGAL DESCRIPTION PRESERVE #5 CONTINUED

- 25 N81°13'01"W, A DISTANCE OF 24.95 FEET TO A POINT, THENCE
- 26 S89°58'55"E, A DISTANCE OF 203.74 FEET TO A POINT OF CURVATURE, THENCE
- 27 SOUTHEASTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 13.00 FEET, THROUGH A CENTRAL ANGLE OF 47°19'29", AN ARC DISTANCE OF 10.74 FEET TO A POINT, THENCE
- 28 S34°59'40"W, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 19.16 FEET TO A POINT, THENCE
- 29 S26°19'12"E, A DISTANCE OF 99.31 FEET TO A POINT, THENCE
- 30 S64°02'59"E, A DISTANCE OF 6.37 FEET TO A POINT, THENCE
- 31 N34°59'40"E, A DISTANCE OF 13.56 FEET TO A POINT, THENCE
- 32 S26°19'13"E, A DISTANCE OF 5.86 FEET TO A POINT, THENCE
- 33 S33°13'49"E, A DISTANCE OF 76.66 FEET TO A POINT OF CURVATURE, THENCE
- 34 SOUTHEASTWARDLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 54.48 FEET, THROUGH A CENTRAL ANGLE OF 10°31'25", AN ARC DISTANCE OF 10.01 FEET TO A POINT, THENCE
- 35 S41°00'15"E, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 53.89 FEET TO A POINT, THENCE
- 36 S37°06'10"E, A DISTANCE OF 29.53 FEET TO A POINT, THENCE
- 37 S23°23'13"W, A DISTANCE OF 18.00 FEET TO A POINT, THENCE
- 38 S36°36'47"E, A DISTANCE OF 60.77 FEET TO A POINT, THENCE
- 39 S31°09'10"E, A DISTANCE OF 56.43 FEET TO A POINT IN THE NORTHWESTERLY LINE OF STATE ROAD 707, THENCE
- 40 S49°53'54"W ALONG THE NORTHWESTERLY LINE OF STATE ROAD 707, A DISTANCE OF 308.75 FEET TO AN ANGLE POINT IN SAID LINE, THENCE
- 41 S89°49'49"W ALONG THE NORTHERLY LINE OF STATE ROAD 707, A DISTANCE OF 113.58 FEET TO THE POINT OF BEGINNING

SAID PRESERVE CONTAINING 0.77 ACRES OR 33,438 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: PRESERVE 6

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707; THENCE RUN N00°15'38"E ALONG THE WEST LINE OF SECTION 28, A DISTANCE OF 60.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE FIRST CHRISTIAN CHURCH TRACT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 707; THENCE RUN N89°49'49"E ALONG THE NORTH LINE OF SAID STATE ROAD 707 A DISTANCE OF 974.58 FEET TO THE POINT OF BEGINNING AND EXTENDING THENCE

- 1 N00°10'11"W, A DISTANCE OF 71.58 FEET TO A POINT, THENCE
- 2 N70°18'09"E, A DISTANCE OF 17.36 FEET TO A POINT, THENCE
- 3 S19°41'59"E, A DISTANCE OF 29.15 FEET TO A POINT, THENCE
- 4 S51°47'46"E, A DISTANCE OF 80.40 FEET TO A POINT IN THE NORTHERLY LINE OF STATE ROAD 707, THENCE
- 5 S89°49'49"W ALONG THE NORTHERLY LINE OF STATE ROAD 707, A DISTANCE OF 89.14 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 0.08 ACRES OR 3,412 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: WETLAND AND BUFFER 5

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 S, RANGE 41 E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 37 S, RANGE 41 E, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707 AND RUN N89°49'49"E ALONG THE CENTER LINE OF STATE ROAD 707, A DISTANCE OF 396.01 FEET TO A POINT, THENCE N00°15'38"E, A DISTANCE OF 165.00 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1, AVONLEA, THENCE N89°49'49"E ALONG THE NORTHERLY LINE OF PARCELS 1, 2 AND 3, AVONLEA, A DISTANCE OF 584.34 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- 1 N19°41'59"W, A DISTANCE OF 17.26 FEET TO A POINT, THENCE
- 2 N22°22'28"W, A DISTANCE OF 88.95 FEET TO A POINT, THENCE
- 3 N00°45'57"E, A DISTANCE OF 65.35 FEET TO A POINT, THENCE
- 4 N19°02'53"E, A DISTANCE OF 67.48 FEET TO A POINT, THENCE
- 5 N30°24'58"E, A DISTANCE OF 85.01 FEET TO A POINT, THENCE
- 6 N20°26'18"E, A DISTANCE OF 34.13 FEET TO A POINT, THENCE
- 7 N02°55'45"E, A DISTANCE OF 62.25 FEET TO A POINT, THENCE
- 8 N08°36'22"E, A DISTANCE OF 73.03 FEET TO A POINT OF CURVATURE, THENCE
- 9 ALONG AN ARC CURVING TO THE RIGHT WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 100°04'53" AN ARC DISTANCE OF 43.67 FEET TO A POINT OF TANGENCY, THENCE
- 10 S71°19'09"E, A DISTANCE OF 24.53 FEET TO A POINT, THENCE
- 11 S47°40'56"E, A DISTANCE OF 36.06 FEET TO A POINT, THENCE
- 12 S81°14'51"E, A DISTANCE OF 54.67 FEET TO A POINT, THENCE
- 13 S72°08'30"E, A DISTANCE OF 70.70 FEET TO A POINT, THENCE
- 14 S77°12'45"E, A DISTANCE OF 47.54 FEET TO A POINT, THENCE
- 15 N86°45'07"E, A DISTANCE OF 54.57 FEET TO A POINT, THENCE
- 16 S37°47'36"E, A DISTANCE OF 21.38 FEET TO A POINT, THENCE
- 17 S01°18'05"E, A DISTANCE OF 39.77 FEET TO A POINT, THENCE
- 18 S14°22'05"W, A DISTANCE OF 4.58 FEET TO A POINT, THENCE
- 19 S64°34'59"E, A DISTANCE OF 2.86 FEET TO A POINT, THENCE
- 20 S75°13'57"E, A DISTANCE OF 22.21 FEET TO A POINT, THENCE
- 21 S64°03'00"E, A DISTANCE OF 28.21 FEET TO A POINT, THENCE
- 22 S37°47'37"E, A DISTANCE OF 8.35 FEET TO A POINT, THENCE
- 23 S26°18'14"E, A DISTANCE OF 30.36 FEET TO A POINT, THENCE
- 24 S43°38'30"E, A DISTANCE OF 45.18 FEET TO A POINT, THENCE
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- 26 S62°58'34"E, A DISTANCE OF 40.86 FEET TO A POINT, THENCE
- 27 S10°36'22"E, A DISTANCE OF 58.79 FEET TO A POINT, THENCE
- 28 S33°34'26"W, A DISTANCE OF 39.20 FEET TO A POINT, THENCE
- 29 S39°55'49"W, A DISTANCE OF 25.81 FEET TO A POINT, THENCE
- 30 S47°13'20"W, A DISTANCE OF 34.72 FEET TO A POINT, THENCE
- 31 S22°14'05"W, A DISTANCE OF 43.35 FEET TO A POINT, THENCE
- 32 S42°22'56"W, A DISTANCE OF 25.83 FEET TO A POINT, THENCE
- 33 S29°58'55"W, A DISTANCE OF 48.95 FEET TO A POINT, THENCE
- 34 S71°34'23"W, A DISTANCE OF 109.93 FEET TO A POINT, THENCE
- 35 S48°11'49"W, A DISTANCE OF 51.94 FEET TO A POINT, THENCE
- 36 S38°46'24"W, A DISTANCE OF 35.78 FEET TO A POINT, THENCE
- 37 S89°49'49"W, A DISTANCE OF 153.82 FEET TO A POINT, THENCE
- 38 N51°47'46"W, A DISTANCE OF 80.40 FEET TO A POINT, THENCE
- 39 N19°41'59"W, A DISTANCE OF 58.44 FEET TO THE POINT OF BEGINNING

EXCEPTING THERE OUT AND THERE FROM, ALL LANDS WITHIN THE RIGHT OF WAY OF STATE ROAD 707.

CONTAINING WITHIN SAID BOUNDS 5.21 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: PRESERVE 7

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41

LEGAL DESCRIPTION: PRESERVE 7 CONTINUED

EAST, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707; THENCE RUN N00°15'38"E ALONG THE WEST LINE OF SECTION 28, A DISTANCE OF 60.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE FIRST CHRISTIAN CHURCH TRACT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 707; THENCE RUN N89°49'49"E ALONG THE NORTH LINE OF SAID STATE ROAD 707 A DISTANCE OF 1063.72 FEET TO A POINT, THENCE N51°47'46"W, A DISTANCE OF 80.40 FEET TO A POINT, THENCE N19°58'25"W, A DISTANCE OF 71.87 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- 1 S70°18'01"W, A DISTANCE OF 14.25 FEET TO A POINT, THENCE
- 2 S89°49'49"W, A DISTANCE OF 21.72 FEET TO A POINT, THENCE
- 3 N00°10'11"W, A DISTANCE OF 234.70 FEET TO A POINT, THENCE
- 4 N78°47'45"W, A DISTANCE OF 66.02 FEET TO A POINT, THENCE
- 5 N11°12'16"E, A DISTANCE OF 154.05 FEET TO A POINT, THENCE
- 6 N00°01'06"E, A DISTANCE OF 27.75 FEET TO A POINT OF CURVATURE, THENCE
- 7 NORTHE

SHEET 05

PRESERVE 5
39,438 S.F. 0.77 AC.

STATE ROAD 707
NE SAVANNAH ROAD
(100' R/W)(ASP. PAVE. VARTES)

LEGEND

WITH TELEPHONE RISER
 WITH TELEPHONE MANHOLE
 TRAP
 SIGNAL BOX
 DETECTOR CHECK VALVE
 PARTMENT CONECTOR
 ICATOR POST
 G METER
 ILVE
 BASIN
 D END SECTION
 TE POWER POLE
 SERVICE BOX
 SE VALVE
 VALVE
 RON ROD AND CAP LB 4942
 OTHERWISE NOTED

	=	BELLSOUTH TELEPHONE RISER
	=	BELLSOUTH TELEPHONE MANHOLE
	=	GREASE TRAP
	=	TRAFFIC SIGNAL BOX
	=	DOUBLE DETECTOR CHECK VALVE
	=	FIRE DEPARTMENT CONNECTOR
	=	FIRE INDICATOR POST
	=	ELECTRIC METER
	=	GATE VALVE
	=	CATCH BASIN
	=	MITERED END SECTION
	=	CONCRETE POWER POLE
	=	ELECTRIC SERVICE BOX
	=	AIR RELEASE VALVE
	=	SANITARY VALVE
	=	FOUND IRON ROD AND CAP LB 4942 UNLESS OTHERWISE NOTED

REVISIONS

BY:	DATE:
-----	-------

DRAWN BY:
T.C.MULLIN

APPROVED BY:
R. KEMERSON

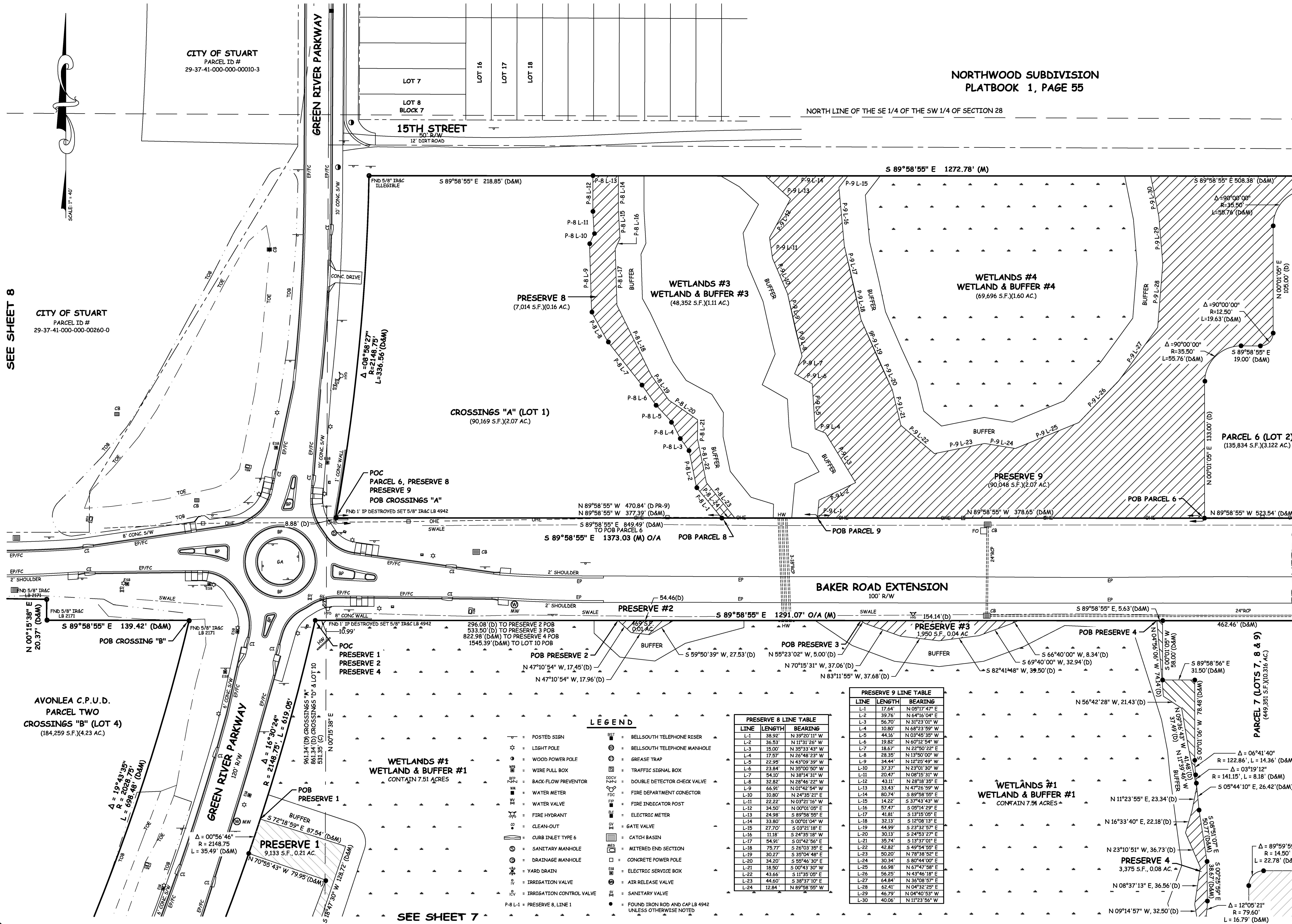
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10/06/14

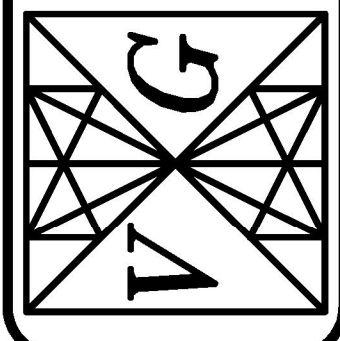
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3 OF 8

SEE SHEET 8



VELCON GROUP, INC.
ENGINEERS & SURVEYORS
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702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FLORIDA 34983
PHONE (772) 879-0477 (772) 871-6699
Web Site: www.velcongroup.com



BOUNDARY SURVEY
OF A PORTION OF SECTION 28 AND 29
TOWNSHIP 37 SOUTH, RANGE 41 EAST FOR
MARTIN COUNTY, FLORIDA

REVISED	DATE	BY

DRAWN BY:
T.C. MULLIN
APPROVED BY:
R. KEMERSON
SCALE:
1" = 40'
DATE:
10/06/14
FIELD BOOK/PAGES
DATA COLLECTED
JOB NUMBER:
13-082
SHEET:
4 OF 8

UNPLATTED LANDS
(VACANT)(4.88 ac.)

NORTH LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 28

PRESERVE AREA

**LOT 3" AVONLEA
COMMERCIAL
CENTER
(144,619 S.F.)(3.32 AC.)**

UNPLATTED LANDS
(VACANT)(1.65ac.)

BAKER ROAD EXTENSION
(100' RIGHT OF WAY)

JENSEN INDUSTRIAL PARK SITE
(176,885sf.)(4.06ac.)
(LOT 10)

PRESERVE 7
27,314 S.F., 0.63 AC.

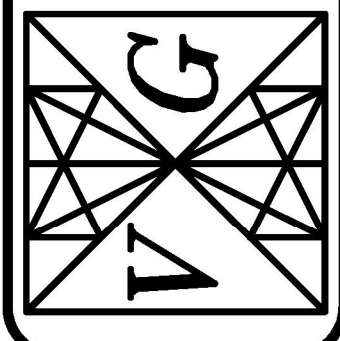
WETLAND #5
WETLAND & BUFFER #5
CONTAIN 5.21 ACRES

PRESERVE 5
33,438 S.F., 0.77 AC.

SEE SHEET 6

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**BOUNDARY SURVEY
OF A PORTION OF SECTION 28 AND 29
TOWNSHIP 37 SOUTH, RANGE 41 EAST FOR
MARTIN COUNTY, FLORIDA**

REVISIONS

DATE:	
BY:	

DRAWN BY:
T.C.MULLIN
APPROVED BY:
R. KEMERSON
SCALE:
1" = 40'
DATE:
10/06/14
FIELD BOOK/PAGE:
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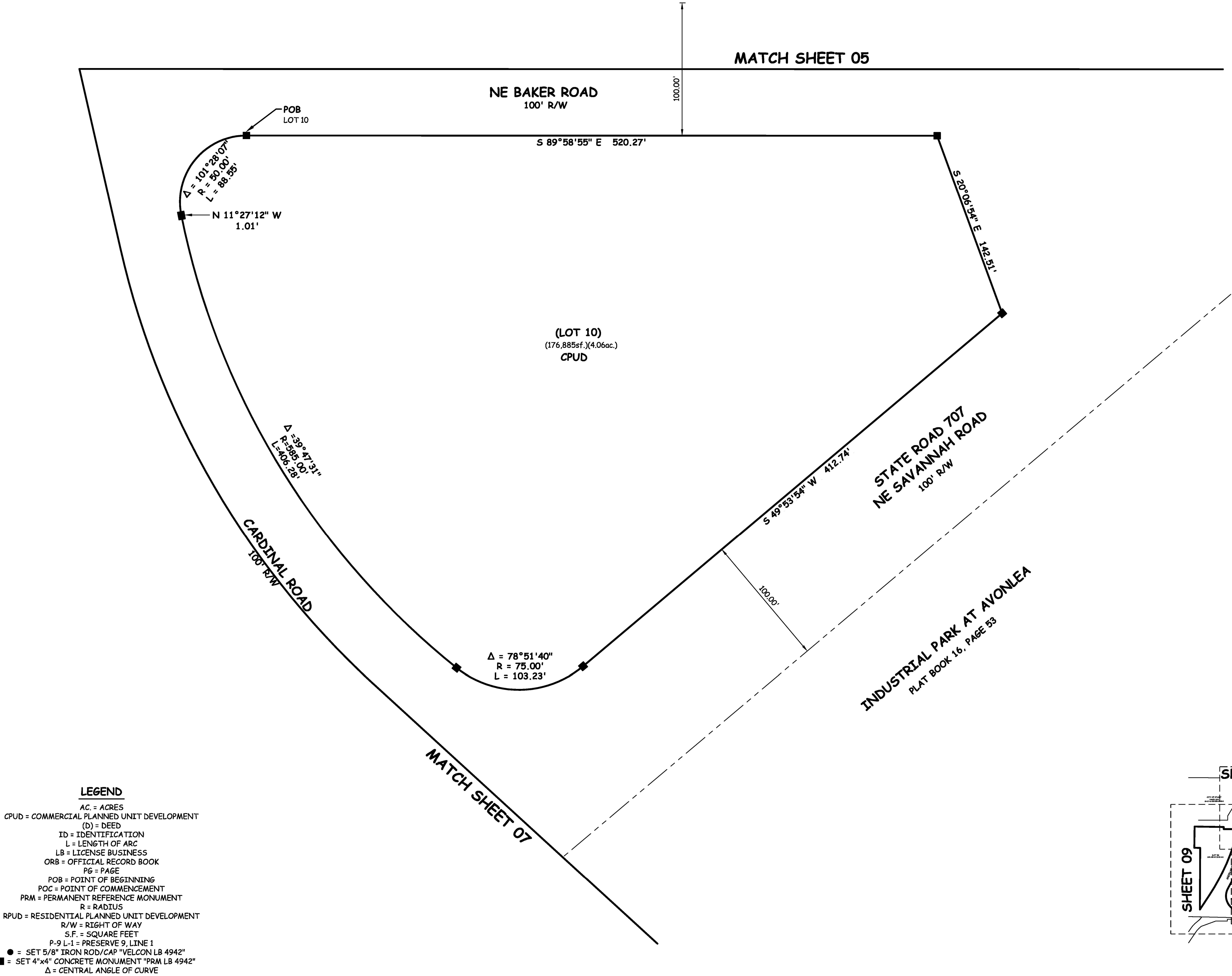
JOB NUMBER:
13-082

SHEET:
5 OF 8

NEW AVONLEA P.U.D.

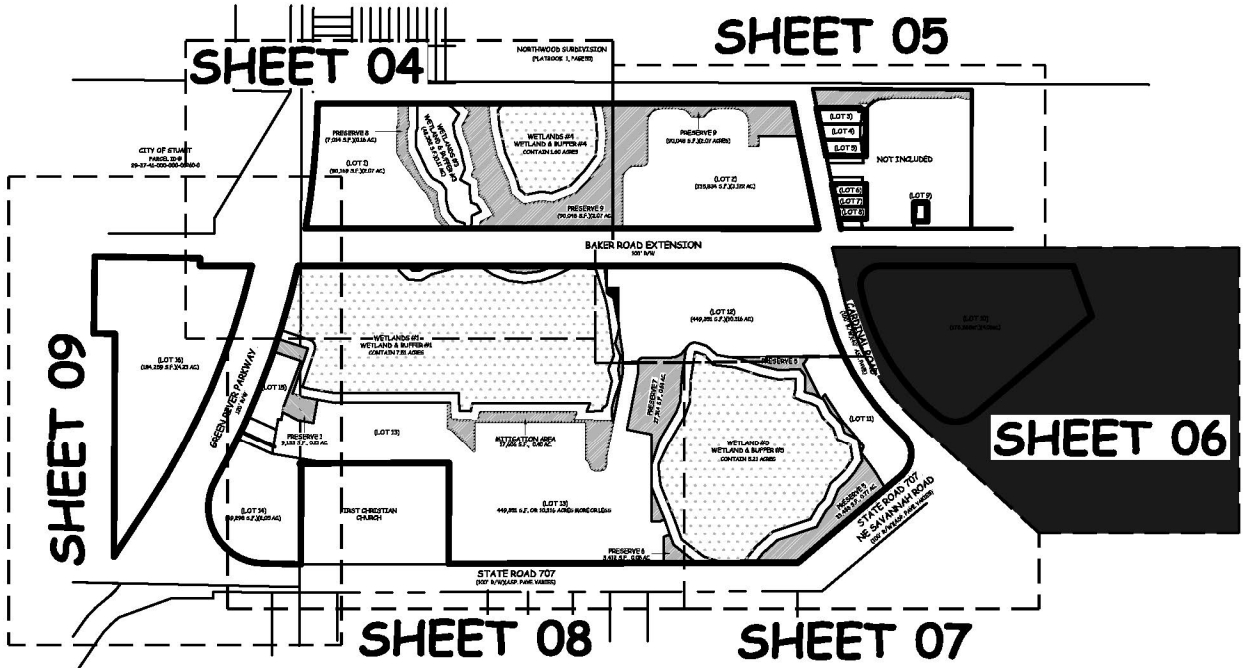
LYING IN A PORTION OF SECTIONS 28 AND 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST,
CITY OF STUART, MARTIN COUNTY, FLORIDA.
SHEET 6 OF 9

PLAT BOOK: _____
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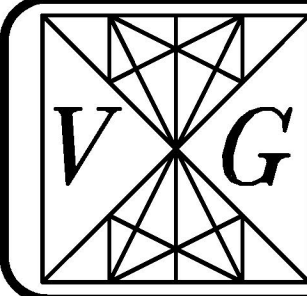


LEGEND

AC = ACRES
CPUD = COMMERCIAL PLANNED UNIT DEVELOPMENT
(D) = DEED
ID = IDENTIFICATION
L = LENGTH OF ARC
LB = LICENSE BUSINESS
ORB = OFFICIAL RECORD BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRM = PERMANENT REFERENCE MONUMENT
R = RADIUS
RPUD = RESIDENTIAL PLANNED UNIT DEVELOPMENT
R/W = RIGHT OF WAY
S.F. = SQUARE FEET
P-9 L-1 = PRESERVE 9, LINE 1
● = SET 5/8" IRON ROD/CAP "VELCON LB 4942"
■ = SET 4"x4" CONCRETE MONUMENT "PRM LB 4942"
Δ = CENTRAL ANGLE OF CURVE

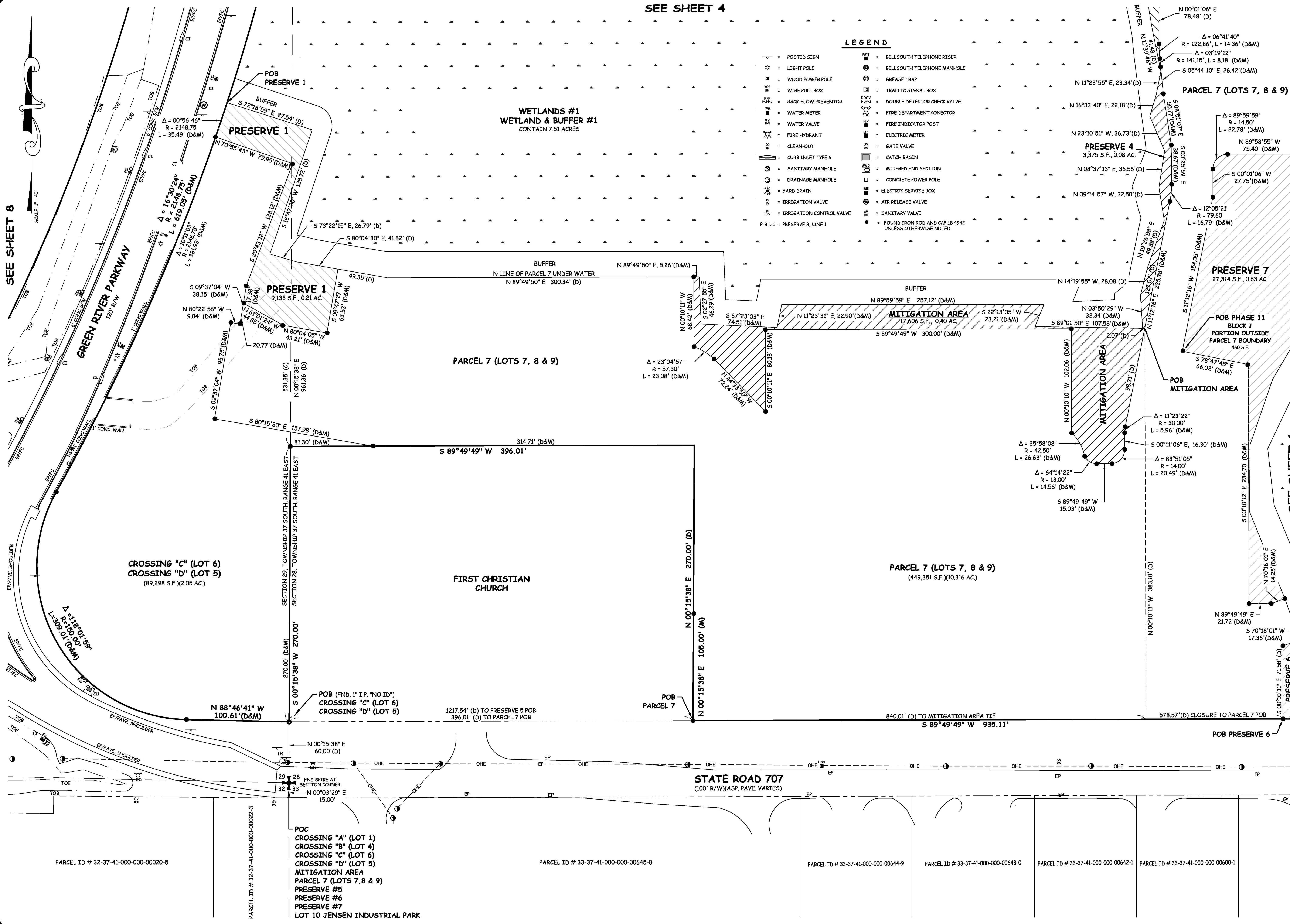


PLAT PREPARED BY:

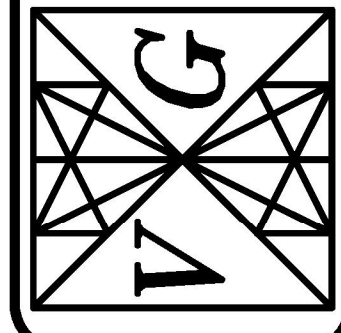


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SEE SHEET 4



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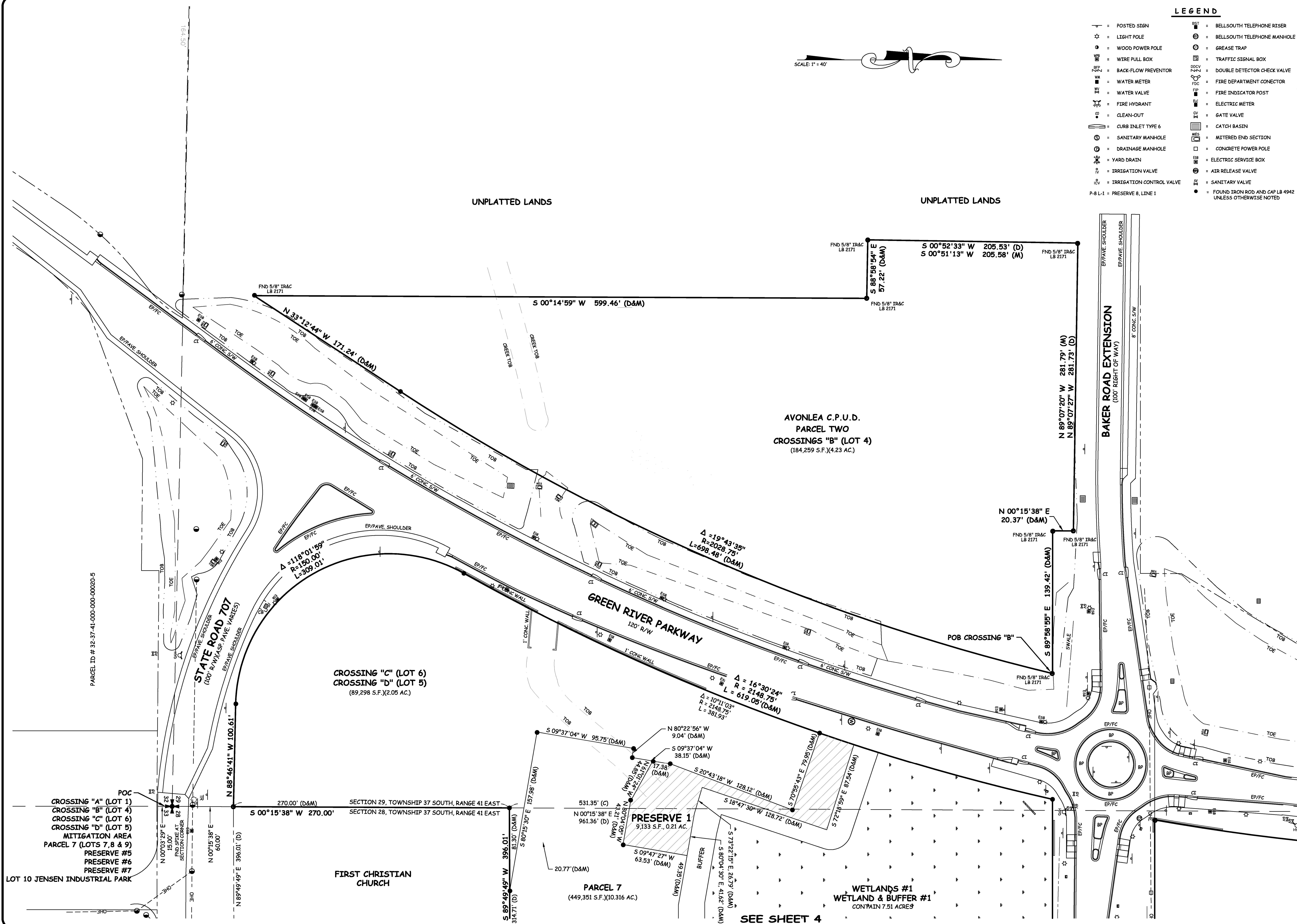
**BOUNDARY SURVEY
OF A PORTION OF SECTION 28 AND 29
TOWNSHIP 37 SOUTH, RANGE 41 EAST FOR
MARTIN COUNTY, FLORIDA**

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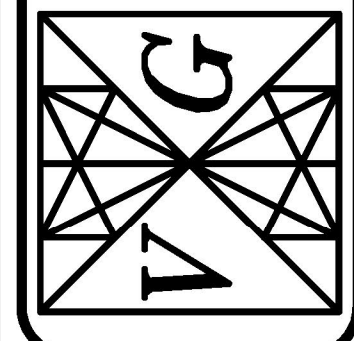
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7 OF 8



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 PORT ST. LUCIE, FLORIDA 34953
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 Web Site: www.welcongroup.com



**BOUNDARY SURVEY
OF A PORTION OF SECTION 28 AND 29
TOWNSHIP 37 SOUTH, RANGE 41 EAST FOR
MARTIN COUNTY, FLORIDA**

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R. KEMERSON
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JOB NUMBER:
13-082

SHEET:
8 OF 8

PRESERVE AREA MANAGEMENT PLAN

AVONLEA PROPERTY OWNERS' ASSOCIATION, INC.

Martin County, Florida

MARCH 2017

For:

Avonlea Property Owners' Association, Inc.
c/o Frank Wacha
P.O. Box 1610
Jensen Beach, FL 34958-1610

STB Outdoors, LLC
c/o Nikolaus Schroth
3200 St. Lucie Boulevard
Fort Pierce, FL 34946

Prepared by:

DLS Environmental Services, Inc.
1901 SW Yellowtail Avenue
Port St. Lucie, Florida 34953
(772)215-3997
Fax: (772)879-4520
Email: danna@dlsenvironmentalservices.com

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FIGURES

Figure 1	Location Map
Figure 2	USDA Soils Map
Figure 3	FLUCFCS Map
Figure 4	Preserve Area Survey
Figure 5	Example of Preserve Area Sign

APPENDICES

Appendix A	Recorded Conservation Easements
Appendix B	Survey and Legal for Preserve Areas A1 and A2

PART I - ENVIRONMENTAL SITE ASSESSMENT

1.0 LOCATION

An environmental assessment of the New Avonlea PUD property was conducted by DLS Environmental Services, Inc. The project site totals 49.04 acres, 46.0 of which is undeveloped but does contain structures associated with the surface water management system for the proposed future development. Of the remaining undeveloped area, 25.64± acres are permitted for mixed use development and the remaining 20.4 acres are preserved. The preserve areas consist of four wetlands totaling 12.6 acres and upland buffers and compensation areas totaling 7.79 acres (includes Preserve Areas A1 and A2).

The property is located north of State Road 707 and south of Northwood subdivision in north Stuart and within the Haney Creek watershed in Section 28, Township 37 South, Range 41 East (**Figure 1 – Location Map**). Field data was collected on February 10, 2017. The following are the methodologies and results of the environmental assessment conducted at the project site.

2.0 SOILS

Project soils were mapped according to the *Soil Survey of Martin County Area, Florida*, March 1981, United States Department of Agriculture, Soil Conservation Service. A copy of the Soil Survey Map depicting the project boundaries and soil type(s) is included as **Figure 2**. The project site contained the following soil mapping units, one of which was identified as being a hydric soil. A general description of the soil types are as follows:

Jonathan Sand (41)

This nearly level to gently sloping soil is moderately well drained. It is on slightly elevated knolls and ridges in the flatwoods, mainly in the eastern part of the county. Areas range from 5 to 200 acres or more. Slopes are smooth to convex and range from 0 to 5 percent. The water table is at a depth of 40 to 60 inches for 1 to 4 months during the wet season and it is below 60 inches most of the rest of the year. Some large areas of this soil are used for urban development. The typical native vegetation is South Florida slash pine, saw palmetto, species of scrub oak, gallberry, fetterbush, cacti, pineland threeawn, and other grasses.

Placid sand (13) - Hydric

This type of soil is very poorly drained with slopes that are smooth to concave and range from 0 to 2 percent. It is in wet depressions and drainageways in the flatwoods. Typically, the surface layer is black sand and the subsurface layer is sand to a depth of more than 80 inches. Included in this mapping area are small areas of Bassinger, Lawnwood, Sanibel, and St. Johns Variant soils. Most areas of this soil are ponded for 6 months or more each year. The water table is at a depth of less

than 10 inches for most of the rest of the year. Permeability is rapid throughout the profile. The available water capacity is high in the surface layer and low in the subsurface layer.

Paola and St. Lucie Sands (6)

This nearly level to sloping soil is excessively drained. It is on the coastal ridge and isolated knolls in coastal areas. Areas are many hundreds of acres in size. Slopes are smooth to convex. Included in this mapping layer of Paola soil are small areas of St. Lucie soil. The water table is below a depth of 72 inches throughout the year and permeability is very rapid. Typical natural vegetative associations include sand pine, scrub oak, and saw palmetto.

Salerno Sand (35)

This nearly level soil is poorly drained. It is in broad areas of flatwoods. Areas range from 20 to 500 acres. Slopes are dominantly smooth and range from 0 to 2 percent. The water table is within a depth of 10 inches for 2 to 4 months during the wet season in most years and below a depth of 40 inches for 1 to 4 months in dry seasons. The natural vegetation is South Florida slash pine, saw palmetto, gallberry, fetterbush, wax myrtle, and panicums.

3.0 HABITATS

3.1 PROTECTED SPECIES

3.1.1 Objective

Conduct a review of the project site for flora and fauna that may occur on-site and note the presence of any endangered, threatened and species of special concern as identified by Florida Fish and Wildlife Conservation Commission and the Florida Department of Agriculture and Consumer Services.

3.1.2 Methodology

Biologist conducted random transects throughout the project site and utilized previous knowledge of protected species observed on-site during previous maintenance and monitoring events.

3.1.3 Conclusion

During the random transects, the biologist noted several gopher tortoise burrows, all of which appeared active. During previous maintenance and monitoring events, the biologist has observed the following species in the preserved wetlands; American alligator, Florida sandhill crane, little blue heron, wood stork, and osprey. No other endangered, threatened, or species of special concern as identified by Florida Fish and Wildlife Conservation Commission and the

Florida Department of Agriculture and Consumer Services were observed. No tree markings, nests, or cavities were observed. No scrub jays or red-cockaded woodpeckers were observed or called on-site. In addition, the habitat on-site was reviewed to determine the likelihood of occurrence for the following federal/state listed species (shorebirds and sea turtles were not considered in this review for obvious reasons):

Amphibians

Gopher frog (<i>Rana capito</i>)	likely
------------------------------------	--------

Reptiles

American alligator (<i>Alligator mississippiensis</i>)	likely
Eastern indigo snake (<i>Drymarchon corais couperi</i>)	likely
Gopher tortoise (<i>Gopherus polyphemus</i>)	likely

Birds

Roseate spoonbill (<i>Ajaia ajaia</i>)	likely
Florida scrub jay (<i>Aphelocoma coerulescens</i>)	not likely
Limpkin (<i>Aramus guarauna</i>)	likely
Crested caracara (<i>Caracara plancus</i>)	not likely
Little blue heron (<i>Egretta caerulea</i>)	likely
Snowy egret (<i>Egretta thula</i>)	likely
Tri-colored heron (<i>Egretta tricolor</i>)	likely
White ibis (<i>Eudocimus albus</i>)	likely
Peregrine falcon (<i>Falco peregrines</i>)	not likely
Southeastern American kestrel (<i>Falco sparverius paulus</i>)	not likely
Florida sandhill crane (<i>Grus Canadensis protensis</i>)	likely
Bald eagle (<i>Haliaeetus leucocephalus</i>)	not likely
Wood stork (<i>Mycteria Americana</i>)	likely
Osprey (<i>Pandion haliaetus</i>)	likely
Red-cockaded woodpecker (<i>Picoides borealis</i>)	not likely
Snail kite (<i>Rostrhamus sociabilis plumbeus</i>)	not likely
Florida burrowing owl (<i>Athene cunicularia floridana</i>)	not likely

Mammals

Florida panther (<i>Felis concolor coryt</i>)	not likely
Florida mouse (<i>Peromyscus floridana</i>)	not likely
Sherman's fox squirrel (<i>Sciurus niger shermani</i>)	not likely

Vascular plants

Sea lavender (<i>Argusia gnaphalodes</i>)	not likely
Curtiss' milkweed (<i>Asclepias curtissii</i>)	not likely
Four-petal pawpaw (<i>Asimina tetramera</i>)	likely
Sand-dune spurge (<i>Chamaesyce cumulicola</i>)	not likely
Hand fern (<i>Cheiroglossa palmata</i>)	not likely
Large-flowered rosemary (<i>Conradina grandiflora</i>)	not likely
Florida tree fern (<i>Ctenitis sloanei</i>)	not likely

Dollar orchid (<i>Encyclia boothiana</i> var. <i>erthonioides</i>)	not likely
Night-scented orchid (<i>Epidendrum nocturnum</i>)	not likely
Tropical ironwood (<i>Eugenia confusa</i>)	not likely
Coastal vervain (<i>Glandularia maritime</i>)	not likely
Beach jacquermontia (<i>Jacquemontia reclinata</i>)	not likely
Atlantic Coast Florida lantana (<i>Lantana depressa</i> var. <i>floridana</i>)	not likely
Nodding pinweed (<i>Lechea cernua</i>)	likely
Pine pinweed (<i>Lechea divaricata</i>)	likely
Carter's large-flowered flax (<i>Linum carteri</i> var. <i>sinallii</i>)	not likely
Burrowing four o'clock (<i>Okenia hypogaea</i>)	not likely
Dancing-lady orchid (<i>Oncidium bahamense</i>)	not likely
Terrestrial peperomia (<i>Peperomia humilis</i>)	not likely
Blunt-leaved peperomia (<i>Peperomia obtusifolia</i>)	not likely
Scrub bay (<i>Persea humilis</i>)	likely
Tiny polygala (<i>Polygala smallii</i>)	not likely
Wild coco (<i>Pteroglossaspis ecristata</i>)	not likely
Green ladies'-tresses (<i>Spiranthes polyantha</i>)	not likely
Banded wild-pine (<i>Tillandsia flexuosa</i>)	not likely
Scentless vanilla (<i>Vanilla mexicana</i>)	not likely
Rain lily (<i>Zephyranthes simpsonii</i>)	not likely

Non-Vascular Plants

Perforate reindeer lichen (<i>Cladonia perforata</i>)	not likely
---	------------

Table 1. Wildlife Observed on the Property During the Pedestrian Transect Surveys

A. Birds

COMMON NAME	SCIENTIFIC NAME	PROTECTED SPECIES	
		STATE	FEDERAL
Great white heron	<i>Ardea alba</i>	----	----
Snowy egret	<i>Egretta thula</i>	SSC	
Ducks			

B. Mammals – none observed

C. Reptiles

COMMON NAME	SCIENTIFIC NAME	PROTECTED SPECIES	
		STATE	FEDERAL
Gopher tortoise	<i>Gopherus polyphemus</i>	T	T
American alligator	<i>Alligator mississippiensis</i>	T	T
Black racer	<i>Coluber constrictor</i>		

3.3 VEGETATION SURVEY (FLUCFCS)

3.2.1 Objective

To map vegetation on-site according to the Florida Land Use, Cover, and Forms Classification System.

3.2.2 Methodology

Biologist used the following methodology to conduct vegetation survey.

- Biologist used the *Florida Land Use, Cover, and Forms Classification System: A Technical Report (FLUCFCS)*, January 1999, State of Florida, Department of Transportation, Survey and Mapping, Geographic Mapping Section;
- Biologist based vegetative community descriptions on field surveys and Soil Conservation Service soil maps.
- Numerical community designations were carried to Level III, according to FLUCFCS.

3.2.3 Conclusion

The FLUCFCS map is depicted as **Figure 3** and contained the following community designations:

- **641 – Freshwater Marshes (12.7± acres)**
These wetlands contain a mix of buttonbush (*Cephalanthus occidentalis*), pickerelweed (*Pontedaria cordata*), swamp fern (*Blechnum serrulatum*), whiterwater lily (*Nymphae ordata*), jointed spikerush (*Eleocharis interstincta*), alligator flag (*Thalia geniculata*) on the interiors and pond apple (*Annona glabra*), Dahoon holly (*Ilex cassine*), and red maple (*Acer rubrum*) on the perimeter.
- **411 – Pine Flatwoods (26.97± acres)**
This community contains South Fla. slash pine (*Pinus elliottii*) with a dominant understory of saw palmetto (*Serenoa repens*) along with minor associations of Brazilian pepper (*Shinus terebinthifoliu*) in locations which are outside of the preserve area.
- **413 – Sand Pine (1.88± acres)**
This community contains a mixture of South Fla. slash pine (*Pinus elliottii*), and scrub oaks (Myrtle, Sand live) (*Quercus geminata* & *Quercus myrtfolia*), saw palmetto (*Serenoa repens*), rusty lyonia (*Lyonia ferruginea*). Neither the upland conifers or hardwoods are dominant.

- **619 – Exotic Wetland Hardwoods (5.28± acres)**
The canopy of these wetlands consists of a monoculture of melaleuca (*Melaleuca quinquenervia*) and almost no other vegetation.

3.3 JURISDICTIONAL WETLANDS

Jurisdictional wetlands are located within the project area as depicted in **Figure 3**. The locations and boundaries of these wetlands have been confirmed by South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (ACOE) as part of the original conceptual permit issued for the project. The filling of the wetlands associated with the New Avonlea PUD was re-authorized by SFWMD and ACOE.

The preserved/enhanced wetlands located on the site contained vegetation consistent with that found in depressional marshes and the wetlands proposed to be filled are exotic hardwood wetlands which contain a monoculture of melaleuca (*Melaleuca quinquenervia*).

4.0 PREVIOUS IMPACTS

Based upon a review of the property, no previous impacts were noted on the property.

5.0 PROPERTY/TOPOGRAPHIC SURVEY

A property survey is included as **Figure 4**, recorded Conservation Easements are included in Appendix A, and additional preserve areas (Preserve Area A1 and A2) are included in Appendix B. The survey (**Figure 4**) shows the location and acreage of the Preserve Areas. Exotic removal will continue to be performed as required by the PAMP.

PART II – CONDITIONS

6.0 RECORDING

This Preserve Area Management Plan (PAMP) will be recorded by the Martin County Clerk of Courts and labeled with the appropriate O. R. Book and Page Number. One copy of the recorded document will be provided to the City of Stuart Development Director within thirty (30) days of the Recording date. This PAMP may be altered or amended only with the agreement of the City of Stuart Development Director and the owner/developer and with the approval of the City of Stuart City Commission. If the PAMP is altered or amended, the revised document will be recorded by the Martin County Clerk of Courts and one copy of the revised document will be provided to the City of Stuart Development Director within thirty (30) days of the Recording date.

7.0 COMPLIANCE

The owner(s) of the lands to be preserved/maintained by this Preserve Area Management Plan (PAMP) and the developer(s) of the property described in this PAMP, their successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP.

8.0 MONITORING AND REPORTING

Compliance with the terms of this PAMP includes submittal of Monthly Monitoring Reports on PAMP compliance throughout all phases of project construction. The owner(s) of the lands to be preserved shall have ultimate responsibility for the submittal of all Monitoring Reports.

Required monitoring will be conducted by a qualified environmental. A report presenting the results of the monitoring will be submitted by the environmental professional to the City of Stuart Development Director within thirty days of the completion of the monitoring. Included in the Monitoring Report will be a list of any violations of the PAMP, with recommendations for, and a schedule of, remedial actions and any enhancement activities proposed.

The lands to be preserved/maintained by this PAMP have been the subject of monitoring for 5-years therefore annual monitoring is not required.

9.0 TRANSFER OF OWNERSHIP

The City of Stuart Development Director shall be notified in writing within thirty (30) days of transfer of ownership of any lands preserved by this PAMP. Failure to notify will be considered as a non-compliance with the terms of this PAMP.

10.0 SITE PLAN

The Site Plan (Survey) included as **Figure 4** in this PAMP illustrates all preserve areas, proposed development areas, wetlands and wetland buffers. Included on the Site Plan is a summary of the following: total acreage of the Site; acreage of wetland habitats under preservation; acreage of native and common upland habitats under preservation; acreage of upland buffer on-site; acreage of on-site wetland mitigation areas; and total acreage under preservation. The Site Plan will contain the notation: **"PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE CITY OF STUART CITY COMMISSION."**

11.0 PRESERVE AREA SURVEYING REQUIREMENTS

All Preserve Areas will be surveyed and marked with 4 X 4 inch signs at each corner and at other sites necessary for locating the boundary of the Preserve Area.

A recorded sketch and legal description of the Preserve Areas has been provided as **Appendix A**.

12.0 PRESERVE AREA SIGNAGE REQUIREMENT

Preserve Areas will be posted with permanent signs. These signs will be at least 11 x 14 inches in size and will be posted in conspicuous locations along the Preserve Area boundary, at a frequency of no less than one (1) sign per 100 feet or (1) sign per lot for lots bordering the Preserve Area. All signs and boundary markers will be in place prior to issuance of a building permit for construction on the site. An example of the Preserve Area Sign is included as **Figure 5**.

13.0 SITE CLEARING

The Land Clearing/Erosion Control Plan will contain information on the location of land clearing to be conducted, existing vegetation to be retained, procedures for debris removal and soil stabilization, and location of silt fences. Where clearing of vegetation is proposed, the owner will ensure that all Preserve Areas are protected with construction barricades and erosion control devices in accordance with the following guidelines.

Construction barricades will be placed outside of Preserve Areas, or at the dripline of the canopy trees, whichever is greater. Barricades will be inspected by City of Stuart Environmental Division staff prior to work approval. Barricades will consist of high-visibility orange safety fence extending from the ground to a height of at least 4 feet and will not be attached to vegetation. Removal of the barricades will be approved only after issuance of a Certificate of Occupancy.

All native vegetation not slated for removal as part of the land clearing plan will be retained in its undisturbed state and a silt fence will serve as a barricade during the clearing and construction process. Wetlands not authorized to be impacted will be

protected from possible surface water and sediment runoff by the placement of erosion control devices (e.g., silt screens, hay bales or other turbidity control measures) outside of the Preserve Areas.

All barricades silt screens and other erosion control devices will be upright and maintained intact for the duration of construction.

The owner/developer is required to inform all contractors of site clearing requirements. Failure to comply with these requirements will be considered a violation of the Land Clearing approval. Work on the project may be stopped until compliance is achieved and additional preserve area barricades may be required.

This PAMP includes all Preserve Areas of the New Avonlea PUD however the upland development in the New Avonlea PUD will occur in stages. As a result of the staged development, each section proposed for development is required to provide a Land Clearing/Erosion Control Plan which fulfills the requirements identified herein.

14.0 ACTIVITIES ALLOWED IN PRESERVE AREAS

Property owners are encouraged to enjoy the natural beauty of their Preserve Areas. Although development of Preserve Areas is not allowed, passive uses, such as bird-watching and other non-destructive uses of natural areas are encouraged, as long as they do not affect the hydrology or vegetative cover of a Preserve Area.

15.0 ACTIVITIES PROHIBITED IN PRESERVE AREA

Activities prohibited in the Preserve Areas include, but are not limited to: construction; dumping or placing building materials, soil, garbage, trash, or dead vegetation on or above the ground; removal or destruction of native trees, shrubs or other native vegetation; excavation or dredging of soil; diking or fencing; vehicular traffic including use by non-motorized vehicles, recreational vehicles and off-road vehicles; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

No hazardous material other than fuel for refueling on-site equipment may be stored during construction. On-site fuel tanks may not be located within twenty-five (25) feet of any Preserve Areas and will be removed upon completion of construction work.

Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management shall not alter the hydrology of adjacent Preserve Areas. Nor shall any activities increase non-point source pollution in Preserve Areas.

Grazing of cattle and horses or other livestock in Preserve Areas, while not prohibited, is discouraged. Over-grazing can result in destruction of habitat, loss of top soils and changes in hydrology of the area as a result of the loss of ground cover material, increased

fertilization from animal droppings, and contamination of surface waters. These and other effects of over-grazing will be considered violations of this PAMP and will be addressed as any other PAMP violation.

16.0 RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved enhancement, restoration, and maintenance activities, Preserve Areas will be left undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMP. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional and must be approved by the City of Stuart Development Director. A description of all proposed restoration and maintenance activities to be conducted on the site will be included in the Restoration/Mitigation Planting Plan prepared as part of the EA. The following restoration and maintenance activities may be allowed within Preserve Areas with prior written approval from the City of Stuart Development Director: exotic plant removal; revegetation with native plants; removal of plant material that is dead, diseased, or considered to be a safety hazard; and controlled burns.

16.1 EXOTIC PLANT REMOVAL

Exotic vegetation shall continue to be removed from Preserve Areas by the least ecologically-damaging method available. Such methods include hand pulling, hand spading, cutting with hand or chain saws and in-situ treatment with appropriate herbicides. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. In addition, all dead plant material and exotic plant debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.

16.2 RE-VEGETATION

Any re-vegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species representative of the existing native plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. Re-vegetation plans shall be included in the Restoration/Mitigation Planting Plan prepared as part of the EA.

All monitoring provisions necessary to assure the survivorship and maintenance responsibility for the reclamation areas of littoral and upland transition zone buffer areas around lakes constructed on the site managed by this PAMP shall be identified in the Restoration/Mitigation Planting Plan included in the EA for this site.

16.3 VEGETATION REMOVAL

Dead or diseased plant material shall be removed from Preserve Areas upon approval by the City of Stuart Development Director. Re-vegetation may be

required for any removed plant material. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. All dead plant material and debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.

16.4 PRESCRIBED BURNS

City of Stuart considers prescribed burns an acceptable habitat management tool. When approved by the City of Stuart Development Director, prescribed burns may be conducted by a certified burn manager who will be responsible for obtaining all appropriate permits from State and local agencies.

16.5 OTHER RESTORATION AND MAINTENANCE ACTIVITIES

Alternative and innovative management techniques, which may provide for the long-term viability and habitat value of the Preserve Areas and for protection against imminent threats to public health and safety, may be approved by the City of Stuart Development Director.

17.0 SITE HYDROLOGY

Previous or potential drainage impacts will be corrected to the extent technically feasible. Water quality and the rate, timing, and volume of runoff shall recreate natural conditions for the benefit of on-site wetlands and other waterbodies. Wetlands and waterbodies on adjacent properties shall be protected from adverse impacts.

18.0 PROTECTED SPECIES

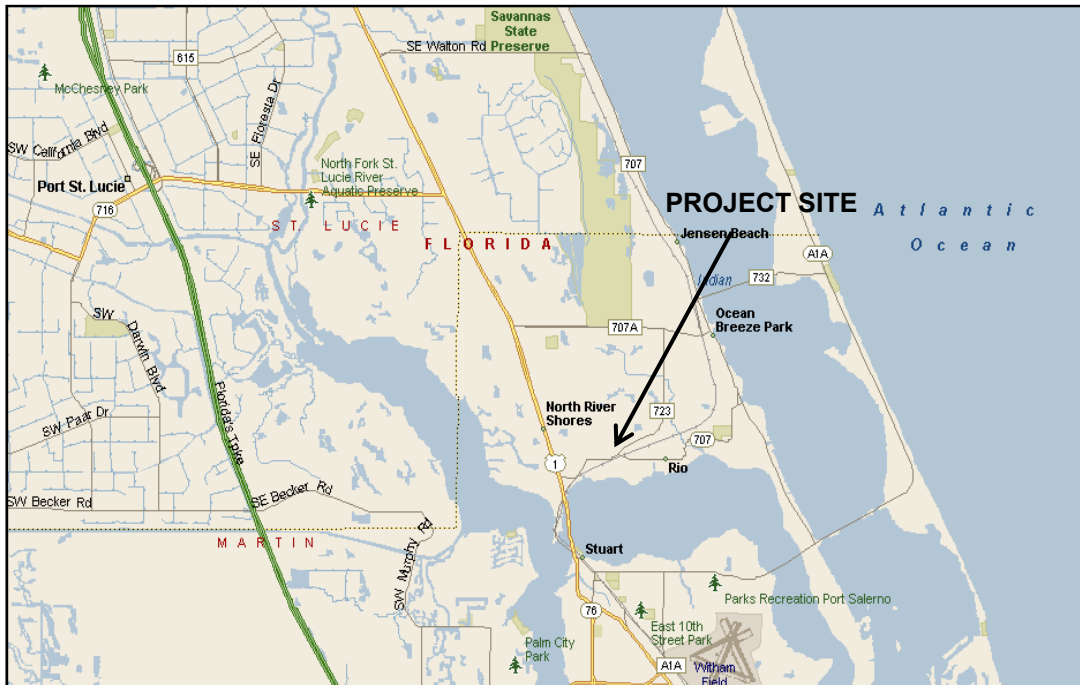
If a protected species survey conducted as part of the Environmental Assessment of the project site indicates the presence of protected plant or animal species, the Environmental Assessment will include a Protected Species Management Plan. This Plan will include the results of the protected species survey; a listing and description of protected species occurring on, or utilizing, the site; documentation of the protection status of each species; a map of active and inactive burrows, nests, cavity trees, etc. found as part of the survey; a description of the protective measures being provided for each listed species found on the site; and copies of all correspondence with applicable state and federal agencies regarding the protection of listed species.

A protected species survey was conducted by a biologist as part of the Environmental Assessment of the project site. Active burrows were found while performing the pedestrian transects. Those burrows which are within the boundaries of the Preserve Areas addressed in this PAMP shall remain undisturbed. Burrows outside of the Preserve Areas will be surveyed prior to construction activities and the appropriate permit will be obtained from Florida Fish and Wildlife Conservation Service to allow for gopher tortoises located within the development area to be relocated to the upland preserve areas

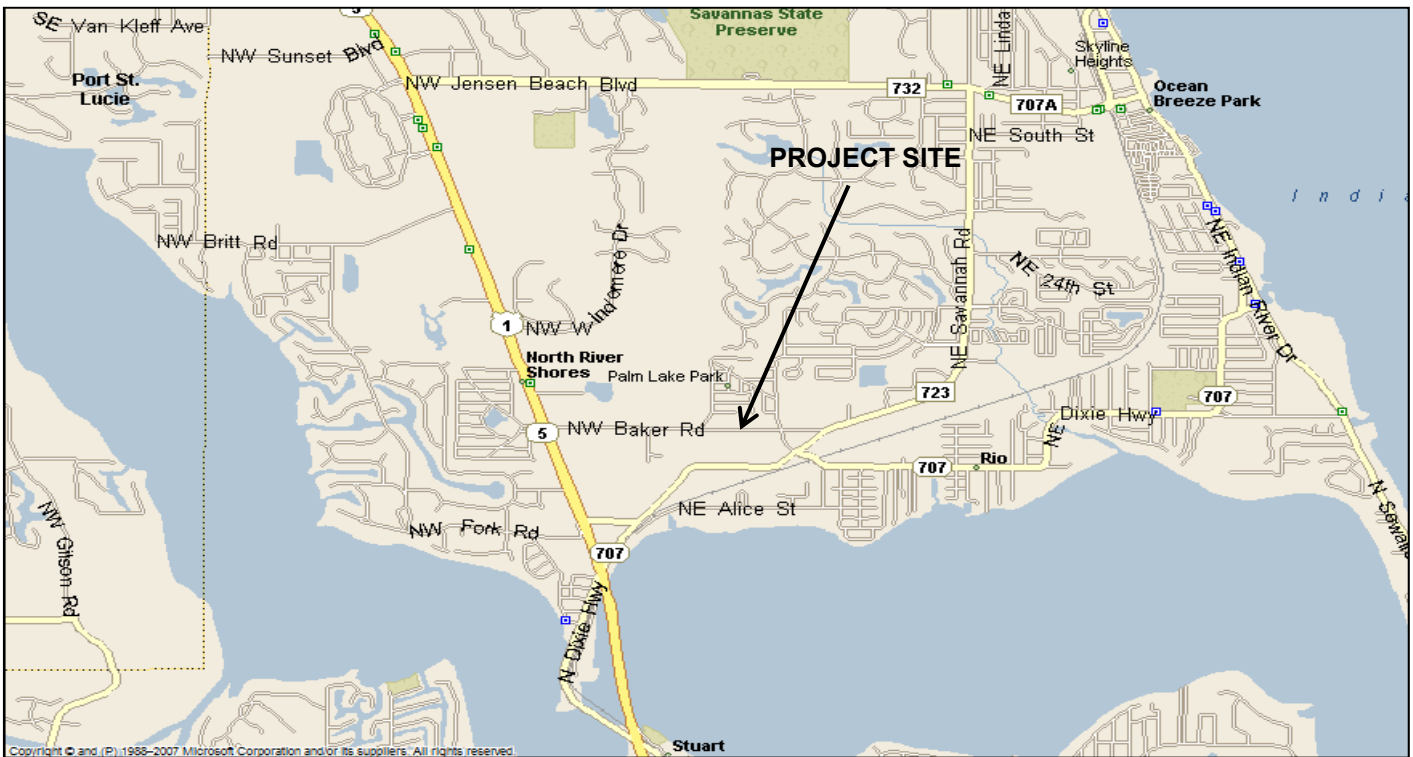
and a silt fence will be erected to prevent them from relocating within the development area.

19.0 INSPECTIONS AND ENFORCEMENT

City of Stuart is authorized to inspect any City regulated site or appurtenance. Duly authorized representatives of the City of Stuart may, at any time, upon presenting proper identification, enter upon and shall be given access to any premises for the purpose of such inspection. The City of Stuart shall have the right to enforce the provisions of this PAMP through any available administrative or civil proceeding, which may result in penalties. Restoration of habitat and other remedies, such as fines and fees covering staff time, may be required of any person, corporation or other entity found in violation of any of the provisions of this PAMP or of Section 5.04.03 of the City of Stuart Land Development Regulations.



MARTIN COUNTY



SECTION 28 AND 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST



1901 SW Yellowtail Avenue
Port Saint Lucie, FL 34953

Phone: 772-215-3997 Fax: 772-879-4520
www.dlsenvironmentalservices.com

Location Map

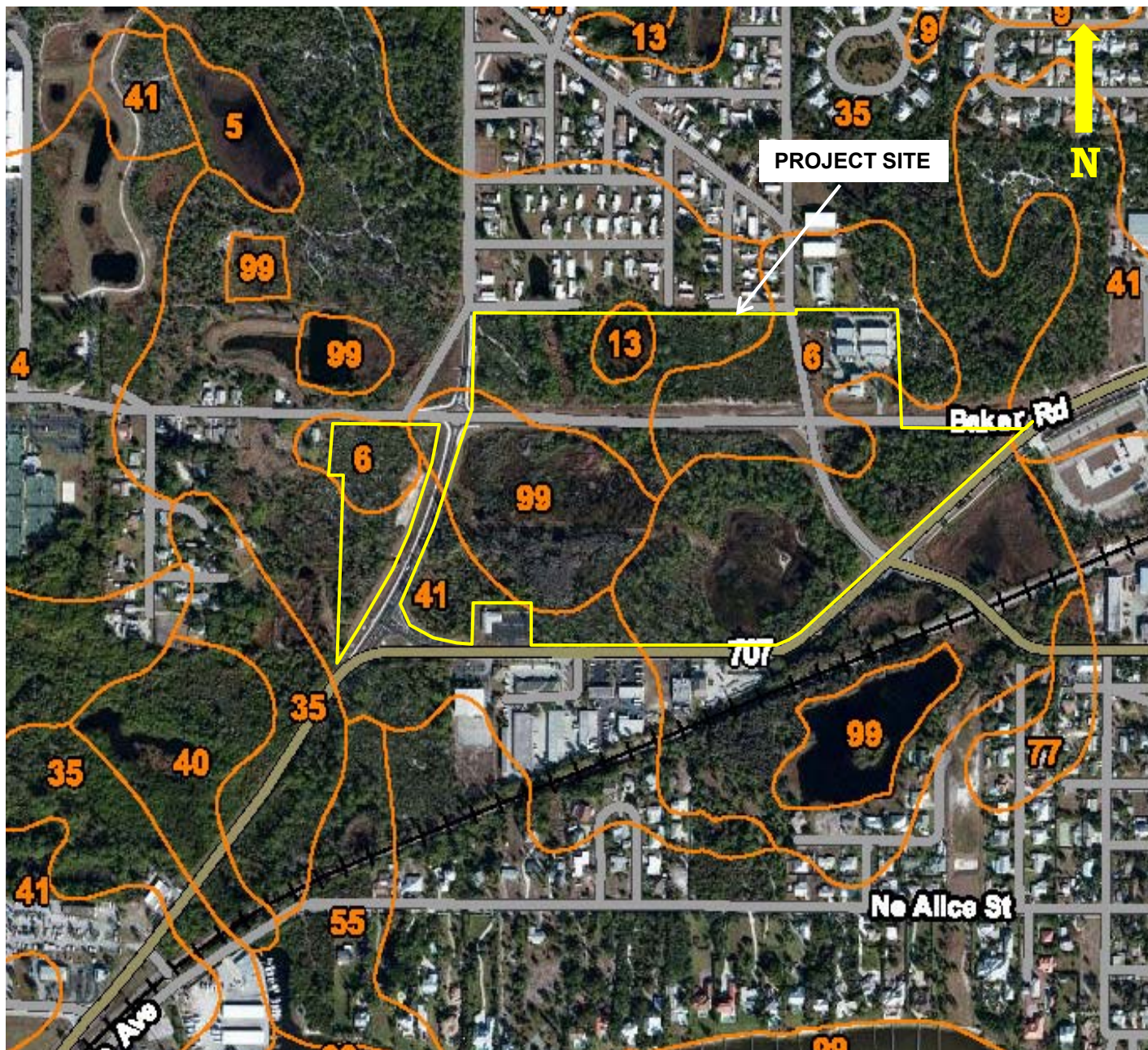
New Avonlea PUD
Stuart, FL

SCALE:

N.T.S.

FEB 2017

FIGURE 1



Source: <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx> Viewed on February 22, 2017

SOILS

JONATHAN SAND, 0 TO 5 PERCENT SLOPES (41)
 PLACID AND BASSINGER FINE SAND (13) - HYDRIC
 SALERNO SAND (35)
 PAOLO AND ST. LUCIE SANDS, 0 TO 8 PERCENT SLOPES(6)
 WATER (99)

DS Environmental Services, Inc.

1901 SW Yellowtail Avenue
 Port Saint Lucie, FL 34953

Phone: 772-215-3997 Fax: 772-879-4520
www.dsenvironmentalservices.com

USGS Soils Map

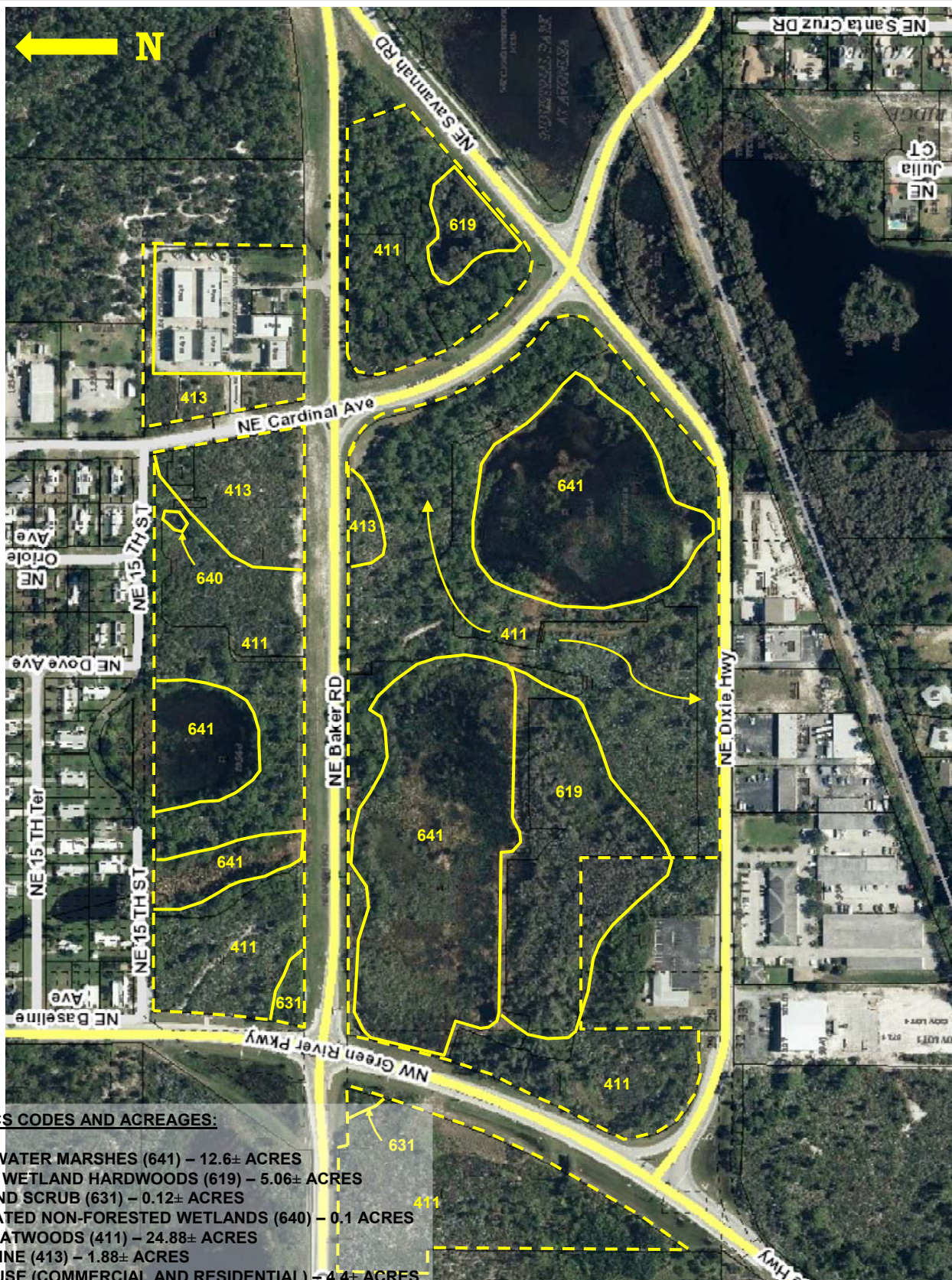
New Avonlea PUD
 Stuart, FL

SCALE:

N.T.S.

FEB 2017

FIGURE 2



DLS Environmental Services, Inc.

1901 SW Yellowtail Avenue
 Port Saint Lucie, FL 34953

Phone: 772-215-3997 Fax: 772-879-4520
www.dlsenvironmentalservices.com

FLUCFCS Map

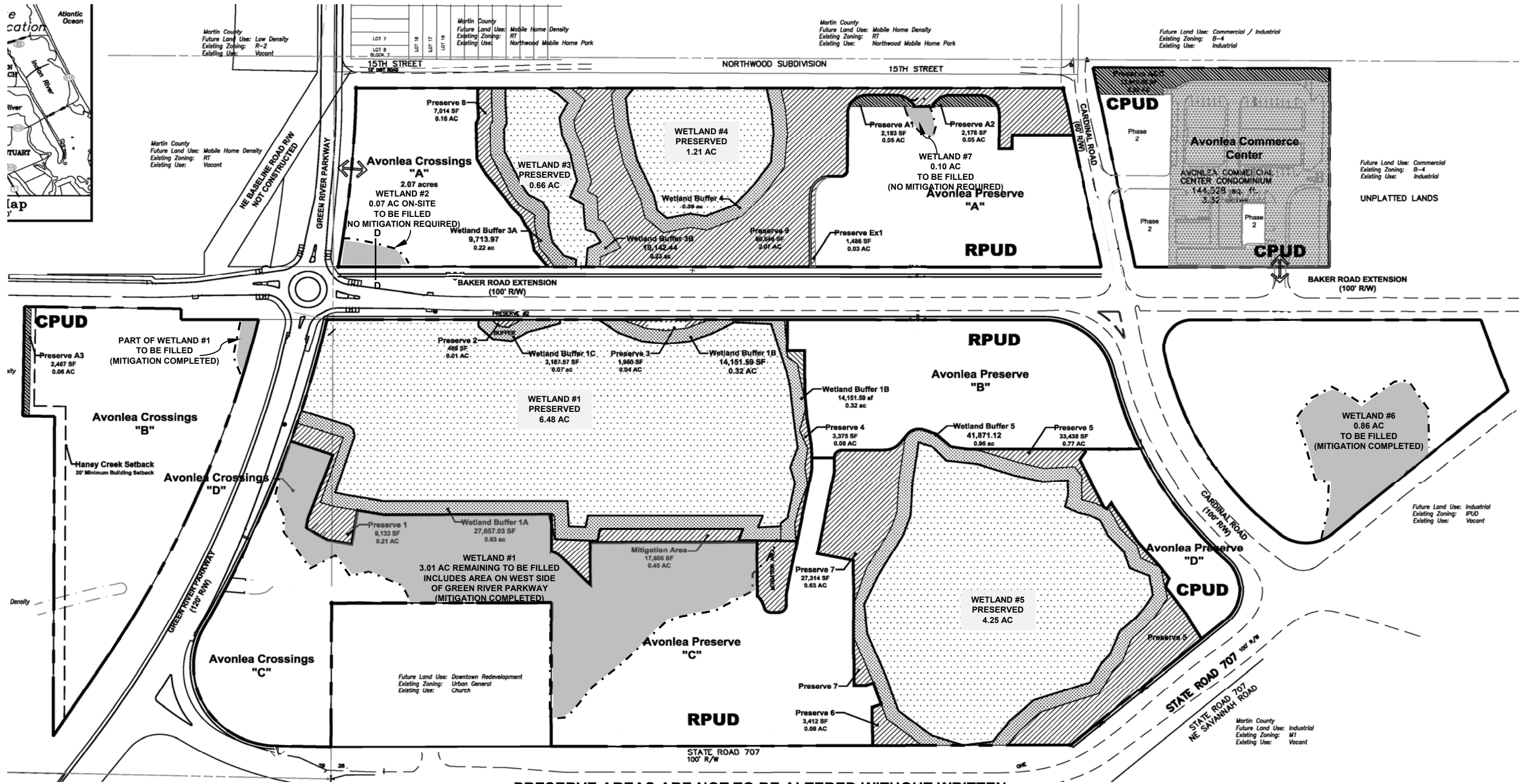
New Avonlea PUD
 Stuart, FL

SCALE:

N.T.S.

FEB 2017

FIGURE 3



PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN
PERMISSION OF THE CITY OF STUART CITY COMMISSION

- NOTES**
1. WETLAND DELINEATION PREVIOUSLY CONFIRMED BY SFWMD DURING REVIEW OF APPLICATION NO. 050531-9
 2. TOTAL SITE ACREAGE 49.04 - INCLUDED AVONLEA COMMERCE CENTER AREA WHICH IS DEVELOPED
 3. TOTAL ACRES UNDEVELOPED UPLAND ON SITE - 27.84 ACRES
 4. TOTAL ACRES WETLAND ON-SITE - 16.64 ACRES
 5. TOTAL ACRES WETLANDS PRESERVED ON-SITE - 12.60 ACRES
 6. TOTAL ACRES UPLANDS PROPOSED TO BE PRESERVED ON-SITE - 7.78 ACRES (UPLAND BUFFERS AND UPLAND PRESERVES)
 7. TOTAL ACRES OF PRESERVATION/MITIGATION COMPENSATION ON-SITE 15.86 - MITIGATION COMPLETED CONSISTENT WITH APPLICATION NO. 050531-9
 8. TOTAL ACRES OF PROPOSED WETLAND FILL (PREVIOUSLY AUTHORIZED) - 4.04 (INCLUDES WETLAND #2 AND WETLAND #7 - EACH OF WHICH ARE UNDER 0.5 ACRES)



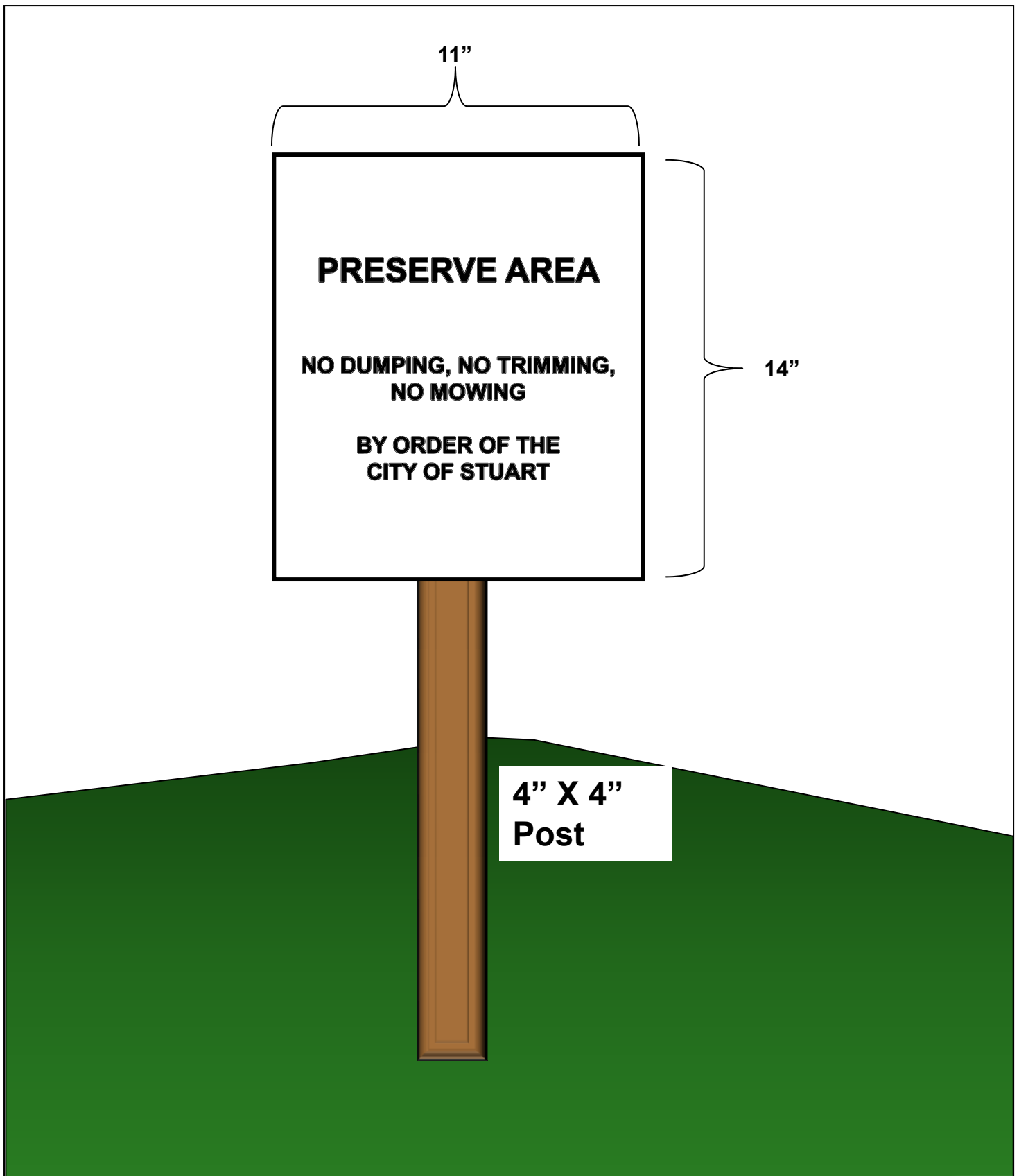
1901 SW Yellowtail Avenue
Port Saint Lucie, FL 34953

Phone: 772-215-3997 Fax: 772-879-4520
www.dlsevenvironmentalservices.com

SURVEY WITH PRESERVE AREAS

**Avonlea PUD
Stuart, FL**

SCALE:	N.T.S.
DATE:	FEB 2017
	FIGURE 4



**DS Environmental
Services, Inc.**

1901 SW Yellowtail Avenue
Port Saint Lucie, FL 34953

Phone: 772-215-3997 Fax: 772-879-4520
www.dsenvironmentalservices.com

Preserve Area Signage

**New Avonlea PUD
Stuart, FL**

SCALE:

N.T.S.

FEB 2017

FIGURE 5

APPENDIX A
RECORDED CONSERVATION EASEMENTS

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 5th day of APRIL, 2006, by **FRANK A. WACHA, JR., as TRUSTEE**, P. O. Box 1610, Jensen Beach, Florida 34958, ("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Martin County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct (name of project) AVONLEA, P.U.D., ("Project") at a site in Martin County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. 43-01387-P ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

INSTR # 1925797 OR BK 02133 PG 0594 RECD 04/14/2006 02:33:31 PM
Pg 0594 - 646 (53895)
MARSHA EWING MARTIN COUNTY DEPUTY CLERK L Wood
DOC TAX 0.70

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

8. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

11. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

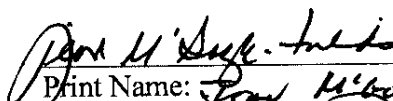
13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Martin County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, **FRANK A. WACHA, JR., as Trustee**, has hereunto set his authorized hand this 5th day of APRIL, 2006.

Signed, sealed and delivered
in our presence as witnesses:


Print Name: John M. Suggs

Print Name: JOHN M. SUGGS


Print Name: **FRANK A. WACHA, JR.**
Title: Trustee

STATE OF FLORIDA

) ss:

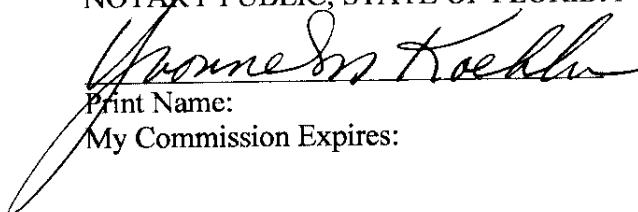
COUNTY OF MARTIN

On this 5th day of APRIL, 2006 before me, the undersigned notary public, personally appeared **FRANK A. WACHA, JR.**, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, and

acknowledged that he executed the same and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA


Print Name:

My Commission Expires:



South Florida Water Management District
Legal Form Approved
Date: July, 2001

TITLE: *PRESERVE #1*

PROJECT: *AVONLEA*

JOB No.: *02-601*

LEGAL DESCRIPTION

PRESERVE #1

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28 AND THE SE 1/4 OF SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE CURVED EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), SAID POC HAVING A RADIAL BEARING OF S77°15'06"E, AND RUN SOUTHWESTWARDLY ALONG THE CURVED EASTERLY LINE OF GREEN RIVER PARKWAY, SAID CURVE BEING CONCAVE TO THE NORTHWEST WITH A RADIUS OF 2148.75 FEET, THROUGH A CENTRAL ANGLE OF 05°22'35", AN ARC DISTANCE OF 201.63 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- (1) S72°18'59"E, A DISTANCE OF 87.54 FEET TO A POINT, THENCE
- (2) S18°47'29"W, A DISTANCE OF 128.72 FEET TO A POINT, THENCE
- (3) S73°22'15"E, A DISTANCE OF 26.79 FEET TO A POINT, THENCE
- (4) S80°04'30"E, A DISTANCE OF 41.62 FEET TO A POINT, THENCE
- (5) S09°47'27"W, A DISTANCE OF 63.53 FEET TO A POINT, THENCE
- (6) N80°04'05"W, A DISTANCE OF 43.21 FEET TO A POINT, THENCE
- (7) N61°01'24"W, A DISTANCE OF 44.85 FEET TO A POINT, THENCE
- (8) N09°37'04"E, A DISTANCE OF 17.38 FEET TO A POINT, THENCE
- (9) N20°43'18"E, A DISTANCE OF 128.12 FEET TO A POINT, THENCE
- (10) N70°55'43"W, A DISTANCE OF 79.95 FEET TO A POINT IN THE CURVED EASTERLY LINE OF GREEN RIVER PARKWAY, THENCE
- (11) NORTHEASTWARDLY ALONG THE CURVED EASTERLY LINE OF GREEN RIVER PARKWAY, SAID CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 2148.75 FEET, THROUGH A CENTRAL ANGLE OF 0°56'46", AN ARC DISTANCE OF 35.49 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 0.21 ACRES OR 9,133 SQUARE FEET, MORE OR LESS

VELCON GROUP, INC.



ENGINEERS & SURVEYORS

702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FLORIDA 34953

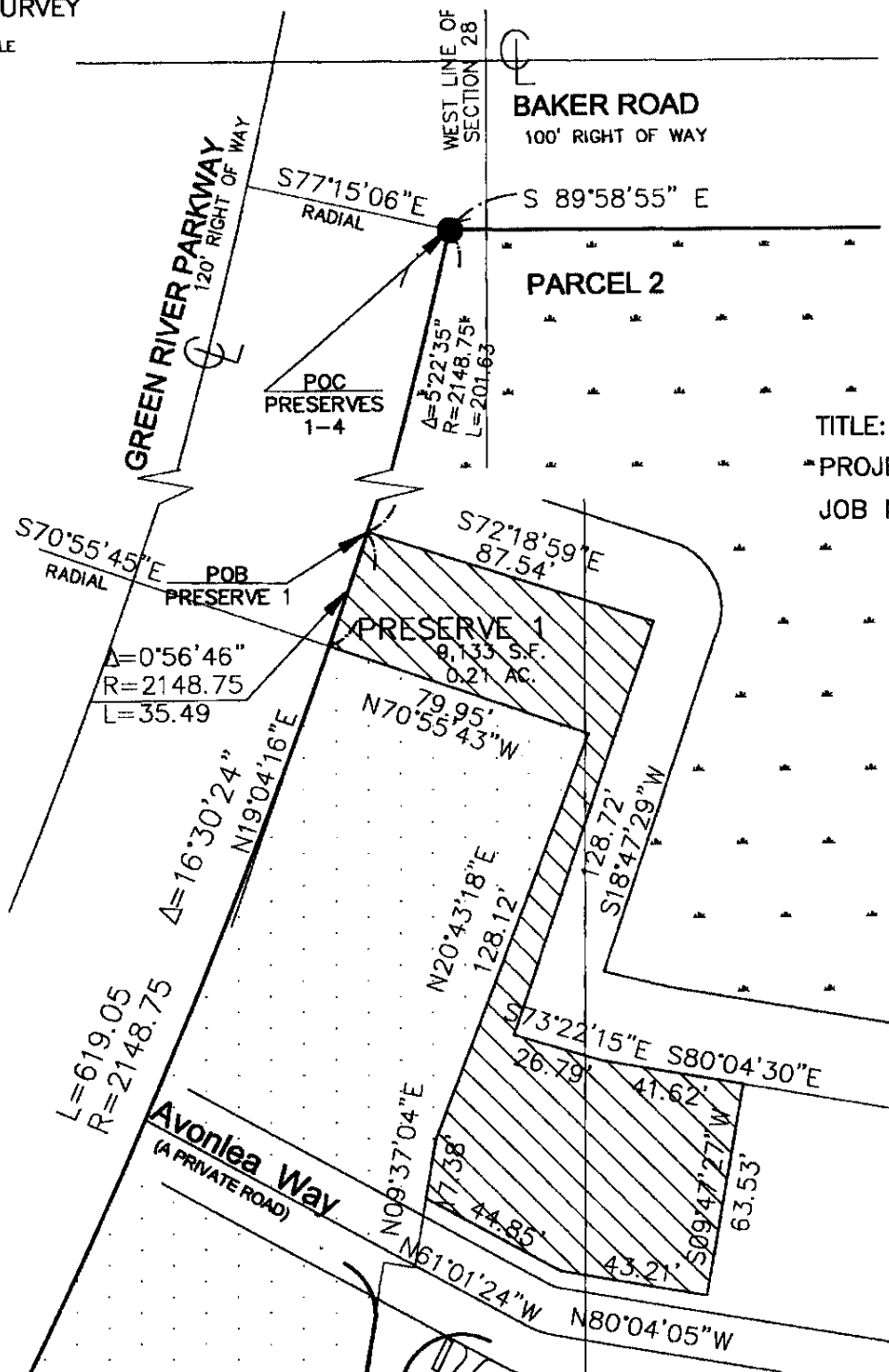
(772) 879-0477
(772) 871-6659 (FAX)

07/27/05

LICENSE BUSINESS #4942

PAGE 1 OF 2

NOT TO SCALE



TITLE: *PRESERVE #1*

*PROJECT: *AVONLEA*

JOB No.: 02-601

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R	RADIUS
L	LENGTH
Δ	DELTA

VELCON GROUP, INC.



ENGINEERS & SURVEYORS

702 S.W. PORT ST. LUCIE BLVD.
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(772) 879-0477
(772) 871-6659 (FAX)

LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

TITLE: *PRESERVE #2*

PROJECT: *AVONLEA*

JOB No.: *02-601*

LEGAL DESCRIPTION

PRESERVE #2

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), AND RUN S 89°58'55" E, ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 297.66 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

(1) S89°58'55"E ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 52.86 FEET TO A POINT, THENCE

(2) S59°50'39"W, A DISTANCE OF 27.53 FEET TO A POINT, THENCE

(3) N83°39'36"W, A DISTANCE OF 17.96 FEET TO A POINT, THENCE

(4) N47°10'55"W, A DISTANCE OF 15.27 FEET TO A POINT, THENCE

(5) N00°01'05"E, A DISTANCE OF 1.48 FEET TO THE POINT OF BEGINNING

SAID PRESERVE CONTAINING 0.01 ACRES OR 469 SQUARE FEET, MORE OR LESS.

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LICENSE BUSINESS #4942

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PAGE 2 OF 2

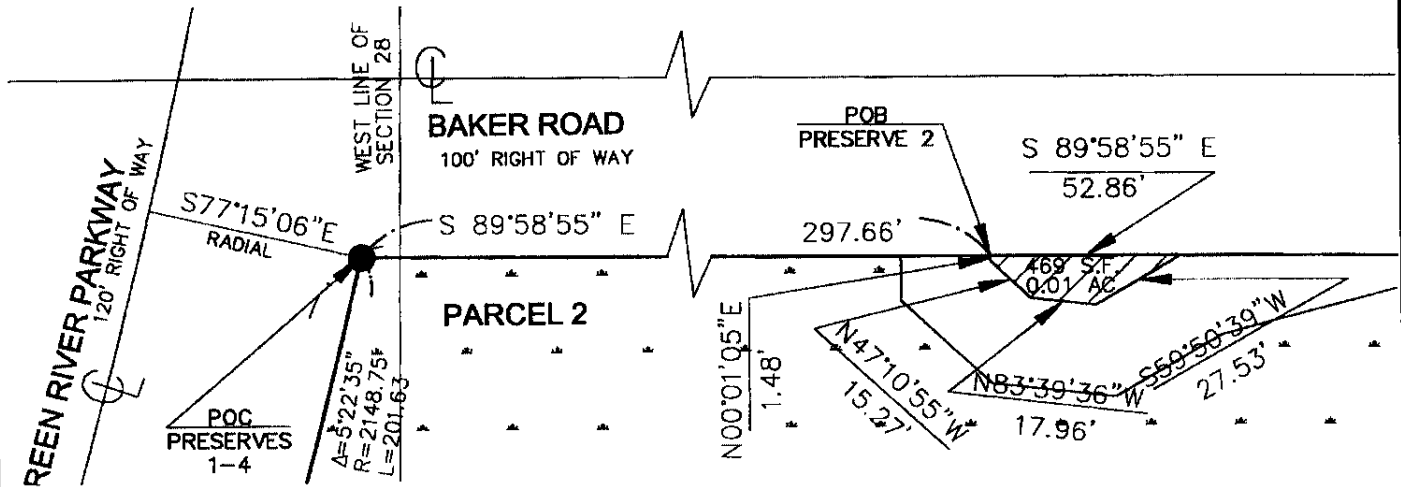
07/27/05

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TITLE: *PRESERVE #2*

PROJECT: *AVONLEA*

JOB No.: *02-601*



LEGEND

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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

TITLE: *PRESERVE #3*
PROJECT: *AVONLEA*
JOB No.: *02-601*

LEGAL DESCRIPTION
PRESERVE #3

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), AND RUN S89°58'55"E, ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 533.65 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- (1) S89°58'55"E ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 154.14 FEET TO A POINT, THENCE
- (2) S62°27'58"W, A DISTANCE OF 3.48 FEET TO A POINT, THENCE
- (3) S69°40'00"W, A DISTANCE OF 39.31 FEET TO A POINT, THENCE
- (4) S83°12'20"W, A DISTANCE OF 38.04 FEET TO A POINT, THENCE
- (5) N83°11'55"W, A DISTANCE OF 37.68 FEET TO A POINT, THENCE
- (6) N69°43'54"W, A DISTANCE OF 38.24 FEET TO A POINT, THENCE
- (7) N55°57'10"W, A DISTANCE OF 3.77 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 0.04 ACRES OR 1,950 SQUARE FEET, MORE OR LESS.

VELCON GROUP, INC.



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LICENSE BUSINESS #4942

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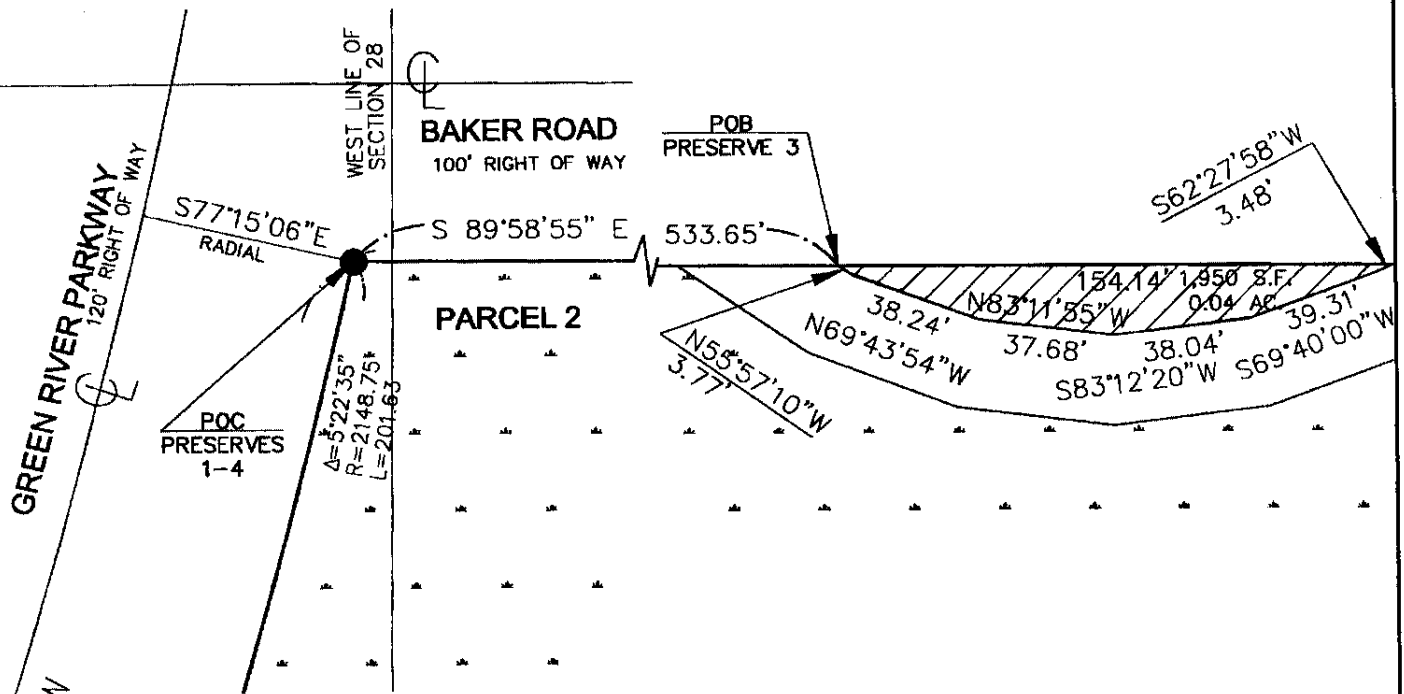
TITLE: PRESERVE #3

PAGE 2 OF 2

PROJECT: AVONLEA

07/27/05

JOB No.: 02-601



LEGEND

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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

LEGAL DESCRIPTION

PRESERVE #4

TITLE: *PRESERVE #4*

PROJECT: *AVONLEA*

JOB No.: *02-601*

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), AND RUN S89°58'55"E, ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 822.98 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- (1) S89°58'55"E ALONG THE SOUTHERLY LINE OF BAKER ROAD, A DISTANCE OF 5.63 FEET TO A POINT, THENCE
- (2) S00°01'05"W, A DISTANCE OF 58.00 FEET TO A POINT, THENCE
- (3) S89°58'56"E, A DISTANCE OF 31.50 FEET TO A POINT, THENCE
- (4) S00°01'06"W, A DISTANCE OF 78.48 FEET TO A POINT OF CURVATURE, THENCE
- (5) SOUTHWARDLY ALONG A CURVE, SAID CURVE CONCAVE TO THE EAST WITH A RADIUS OF 122.86 FEET, THROUGH A CENTRAL ANGLE OF 06°41'40", AN ARC DISTANCE OF 14.36 FEET TO A POINT OF REVERSE CURVE, THENCE
- (6) SOUTHWARDLY ALONG A CURVE, SAID CURVE CONCAVE TO THE WEST WITH A RADIUS OF 141.15 FEET, THROUGH A CENTRAL ANGLE OF 03°19'12", AN ARC DISTANCE OF 8.18 FEET TO A POINT, THENCE
- (7) S05°44'10"E, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 26.42 FEET TO A POINT, THENCE
- (8) S08°51'07"E, A DISTANCE OF 50.77 FEET TO A POINT, THENCE
- (9) S00°25'59"E, A DISTANCE OF 38.67 FEET TO A POINT OF CURVATURE, THENCE
- (10) SOUTHWARDLY ALONG A CURVE, SAID CURVE CONCAVE TO THE WEST WITH A RADIUS OF 79.60 FEET, THROUGH A CENTRAL ANGLE OF 12°05'21", AN ARC DISTANCE OF 16.79 FEET TO A POINT, THENCE
- (11) S11°12'16"W, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 127.02 FEET TO A POINT, THENCE
- (12) S89°49'37"W, A DISTANCE OF 2.08 FEET TO A POINT, THENCE
- (13) N03°50'30"W, A DISTANCE OF 32.34 FEET TO A POINT, THENCE
- (14) N14°19'55"E, A DISTANCE OF 30.20 FEET TO A POINT, THENCE
- (15) N19°40'45"E, A DISTANCE OF 47.26 FEET TO A POINT, THENCE
- (16) N09°14'57"W, A DISTANCE OF 32.50 FEET TO A POINT, THENCE
- (17) N08°37'12"E, A DISTANCE OF 36.56 FEET TO A POINT, THENCE
- (18) N23°10'51"W, A DISTANCE OF 36.73 FEET TO A POINT, THENCE
- (19) N16°33'39"E, A DISTANCE OF 22.18 FEET TO A POINT, THENCE
- (20) N11°48'50"W, A DISTANCE OF 38.63 FEET TO A POINT, THENCE
- (21) N09°36'43"W, A DISTANCE OF 40.34 FEET TO A POINT, THENCE
- (22) N56°42'28"W, A DISTANCE OF 21.43 FEET TO A POINT, THENCE
- (23) N03°38'57"W, A DISTANCE OF 14.70 FEET TO A POINT, THENCE
- (24) N05°24'53"W, A DISTANCE OF 56.45 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 0.08 ACRES OR 3,375 SQUARE FEET, MORE OR LESS

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LICENSE BUSINESS #4942

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PAGE 1 OF 3

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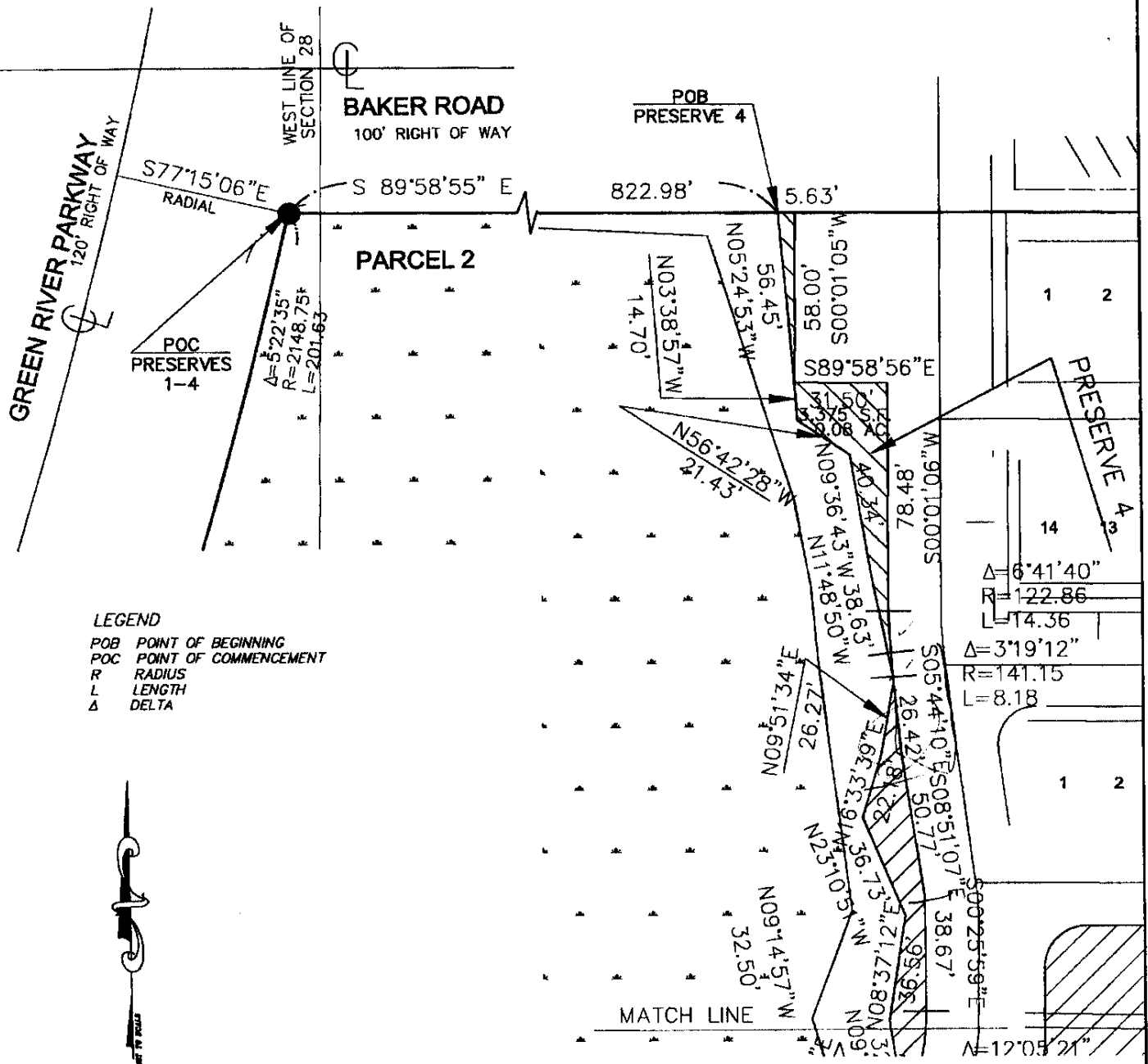
TITLE: **PRESERVE #4**

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PROJECT: **AVONLEA**

07/27/05

JOB No.: **02-601**



LEGEND

POB POINT OF BEGINNING
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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

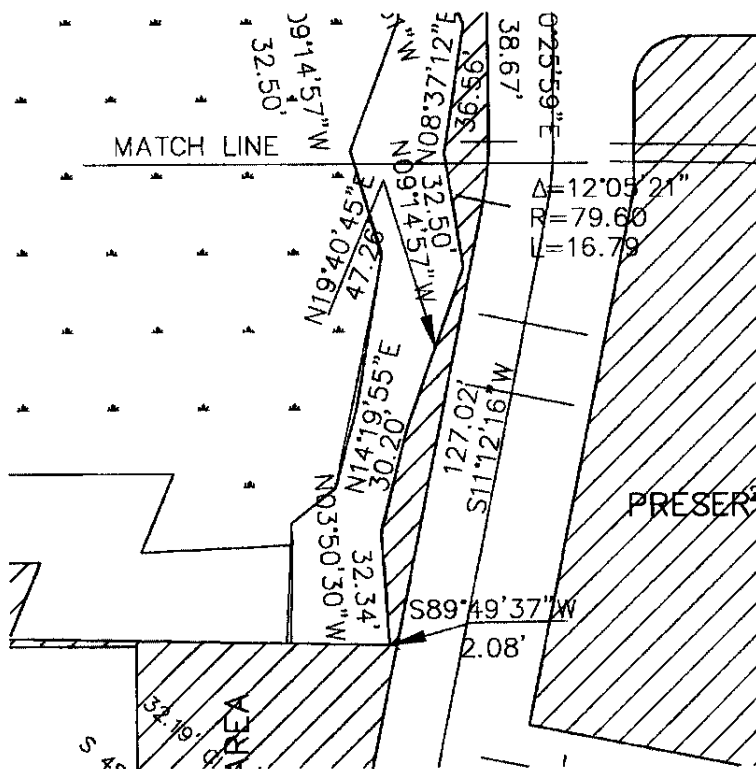
ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

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JOB No.: 02-601

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LEGEND

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A DELTA



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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

LEGAL DESCRIPTION
PRESERVE #5

TITLE: *PRESERVE #5*
PROJECT: *AVONLEA*
JOB No.: *02-601*

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707; THENCE RUN N00°15'38"E ALONG THE WEST LINE OF SECTION 28, A DISTANCE OF 60.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE FIRST CHRISTIAN CHURCH TRACT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 707; THENCE RUN N89°49'49"E ALONG THE NORTH LINE OF SAID STATE ROAD 707 A DISTANCE OF 1217.54 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- (1) N38°46'24"E, A DISTANCE OF 35.78 FEET TO A POINT, THENCE
- (2) N48°11'49"E, A DISTANCE OF 51.94 FEET TO A POINT, THENCE
- (3) N71°34'22"E, A DISTANCE OF 109.93 FEET TO A POINT, THENCE
- (4) N29°58'54"E, A DISTANCE OF 48.95 FEET TO A POINT, THENCE
- (5) N42°22'56"E, A DISTANCE OF 25.83 FEET TO A POINT, THENCE
- (6) N22°14'05"E, A DISTANCE OF 43.35 FEET TO A POINT, THENCE
- (7) N47°13'20"E, A DISTANCE OF 34.66 FEET TO A POINT, THENCE
- (8) N39°56'53"E, A DISTANCE OF 25.87 FEET TO A POINT, THENCE
- (9) N33°42'26"E, A DISTANCE OF 39.20 FEET TO A POINT, THENCE
- (10) N10°36'24"W, A DISTANCE OF 58.79 FEET TO A POINT, THENCE
- (11) N62°58'35"W, A DISTANCE OF 40.86 FEET TO A POINT, THENCE
- (12) N18°08'26"W, A DISTANCE OF 25.15 FEET TO A POINT, THENCE
- (13) N43°38'30"W, A DISTANCE OF 45.18 FEET TO A POINT, THENCE
- (14) N26°18'14"W, A DISTANCE OF 30.36 FEET TO A POINT, THENCE
- (15) N37°47'37"W, A DISTANCE OF 8.35 FEET TO A POINT, THENCE
- (16) N64°03'00"W, A DISTANCE OF 28.21 FEET TO A POINT, THENCE
- (17) N75°13'57"W, A DISTANCE OF 22.21 FEET TO A POINT, THENCE
- (18) N63°01'00"W, A DISTANCE OF 2.88 FEET TO A POINT, THENCE
- (19) N14°22'05"E, A DISTANCE OF 4.50 FEET TO A POINT, THENCE
- (20) N01°18'05"W, A DISTANCE OF 39.77 FEET TO A POINT, THENCE

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LICENSE BUSINESS #4942

PAGE 1 OF 5

TITLE: *PRESERVE #5*

PROJECT: *AVONLEA*

JOB No.: *02-601*

LEGAL DESCRIPTION

PRESERVE #5 CONTINUED

- (21) N37°47'37"W, A DISTANCE OF 21.38 FEET TO A POINT, THENCE
- (22) S86°45'07"W, A DISTANCE OF 54.57 FEET TO A POINT, THENCE
- (23) N77°12'45"W, A DISTANCE OF 47.54 FEET TO A POINT, THENCE
- (24) N72°08'30"W, A DISTANCE OF 70.70 FEET TO A POINT, THENCE
- (25) N81°13'01"W, A DISTANCE OF 24.95 FEET TO A POINT, THENCE
- (26) S89°58'55"E, A DISTANCE OF 203.74 FEET TO A POINT OF CURVATURE, THENCE
- (27) SOUTHEASTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 13.00 FEET, THROUGH A CENTRAL ANGLE OF 47°19'29", AN ARC DISTANCE OF 10.74 FEET TO A POINT, THENCE
- (28) S34°59'40"W, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 19.16 FEET TO A POINT, THENCE
- (29) S26°19'12"E, A DISTANCE OF 99.31 FEET TO A POINT, THENCE
- (30) S64°02'59"E, A DISTANCE OF 6.37 FEET TO A POINT, THENCE
- (31) N34°59'40"E, A DISTANCE OF 13.56 FEET TO A POINT, THENCE
- (32) S26°19'13"E, A DISTANCE OF 5.86 FEET TO A POINT, THENCE
- (33) S33°13'49"E, A DISTANCE OF 76.66 FEET TO A POINT OF CURVATURE, THENCE
- (34) SOUTHEASTWARDLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 54.48 FEET, THROUGH A CENTRAL ANGLE OF 10°31'25", AN ARC DISTANCE OF 10.01 FEET TO A POINT, THENCE
- (35) S41°00'15"E, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 53.89 FEET TO A POINT, THENCE
- (36) S37°06'10"E, A DISTANCE OF 29.53 FEET TO A POINT, THENCE
- (37) S23°23'13"W, A DISTANCE OF 18.00 FEET TO A POINT, THENCE
- (38) S36°36'47"E, A DISTANCE OF 60.77 FEET TO A POINT, THENCE
- (39) S31°09'10"E, A DISTANCE OF 56.43 FEET TO A POINT IN THE NORTHWESTERLY LINE OF STATE ROAD 707, THENCE
- (40) S49°53'54"W ALONG THE NORTHWESTERLY LINE OF STATE ROAD 707, A DISTANCE OF 308.75 FEET TO AN ANGLE POINT IN SAID LINE, THENCE
- (41) S89°49'49"W ALONG THE NORTHERLY LINE OF STATE ROAD 707, A DISTANCE OF 113.58 FEET TO THE POINT OF BEGINNING

SAID PRESERVE CONTAINING 0.77 ACRES OR 33,438 SQUARE FEET, MORE OR LESS.

VELCON GROUP, INC.



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PAGE 2 OF 5

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TITLE: *PRESERVE #5*

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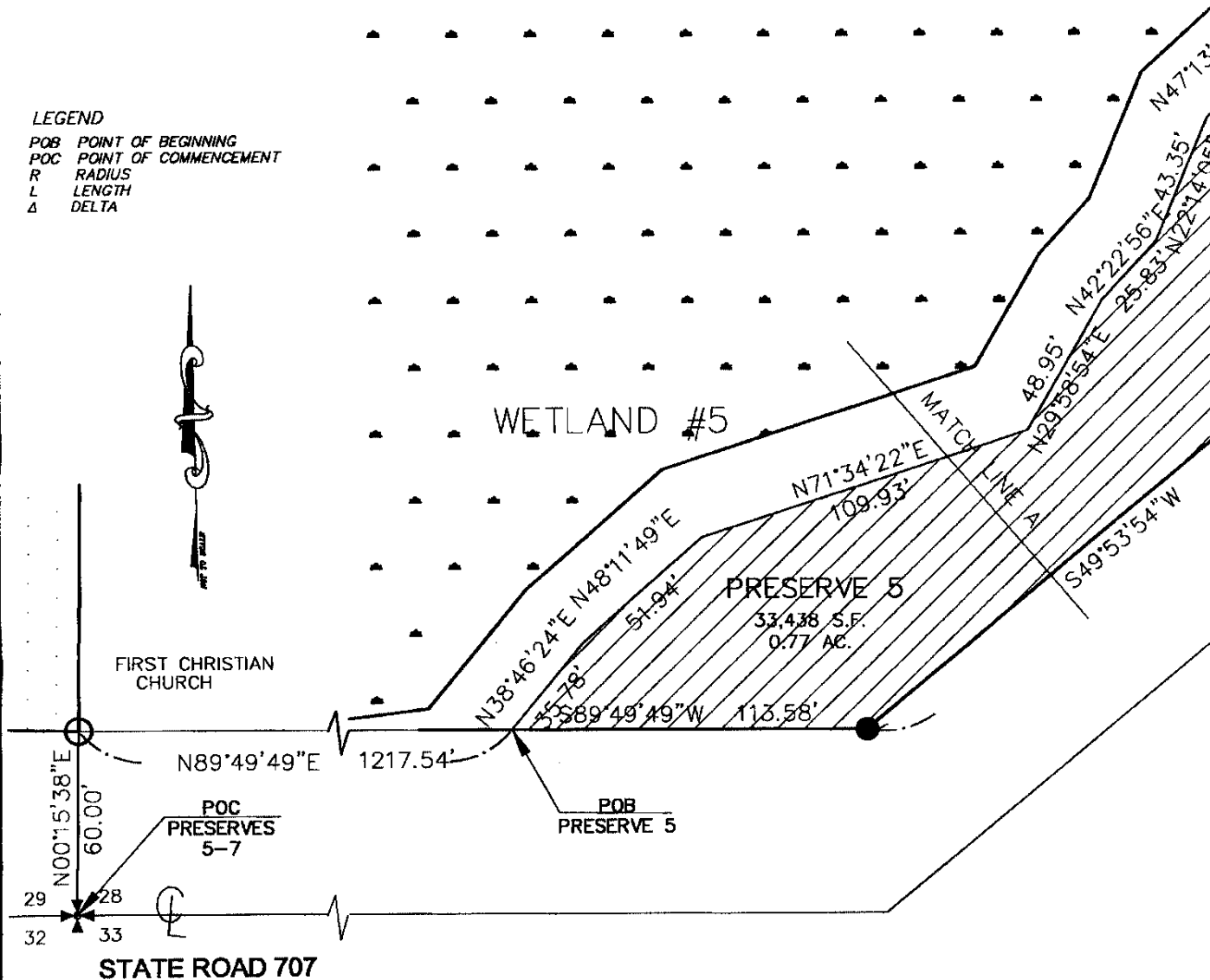
PROJECT: *AVONLEA*

07/27/05

JOB No.: *02-601*

LEGEND

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SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

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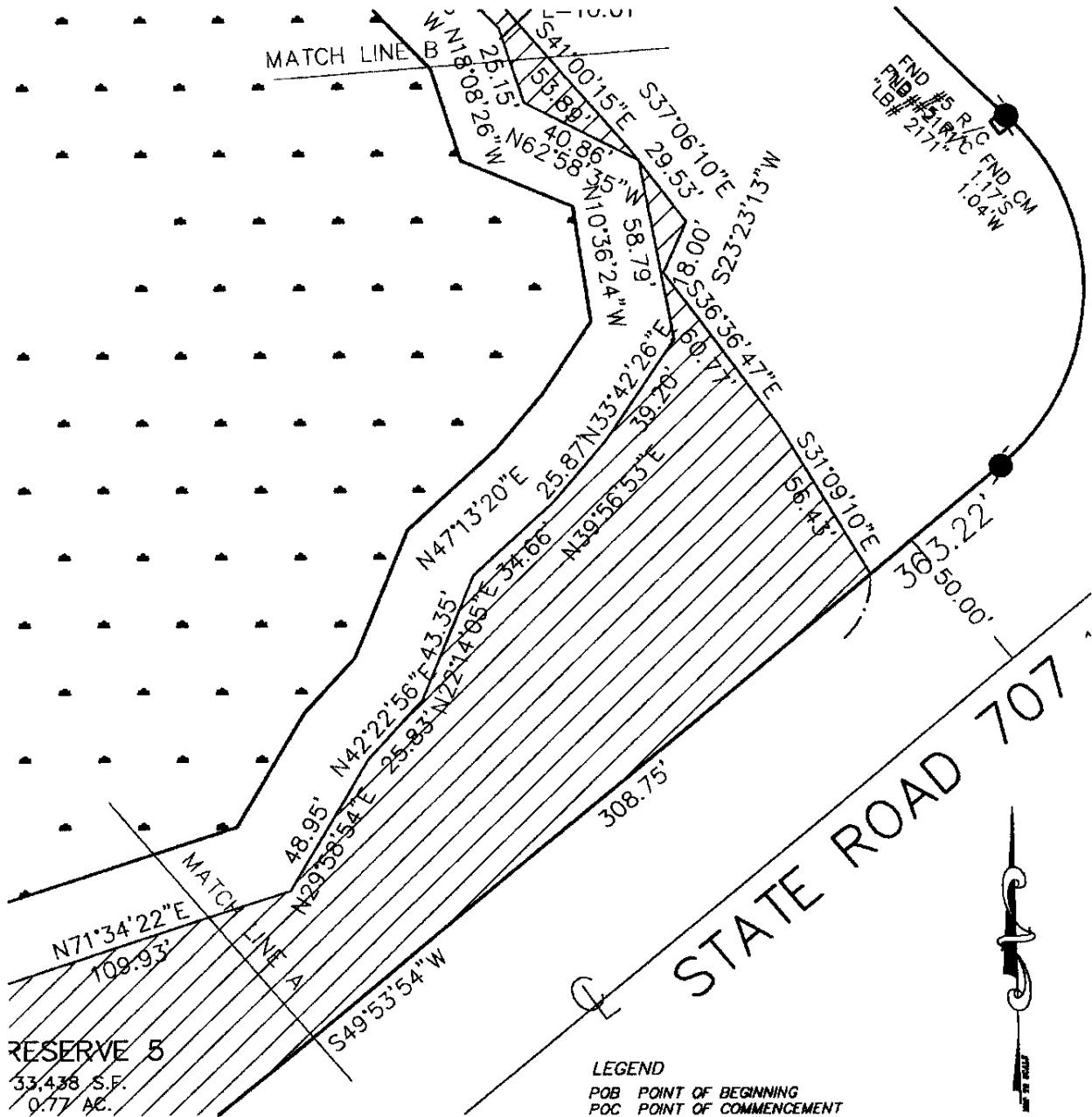
TITLE: PRESERVE #5

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PROJECT: AVONLEA

07/27/05

JOB No.: 02-601



LEGEND

POB POINT OF BEGINNING
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SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

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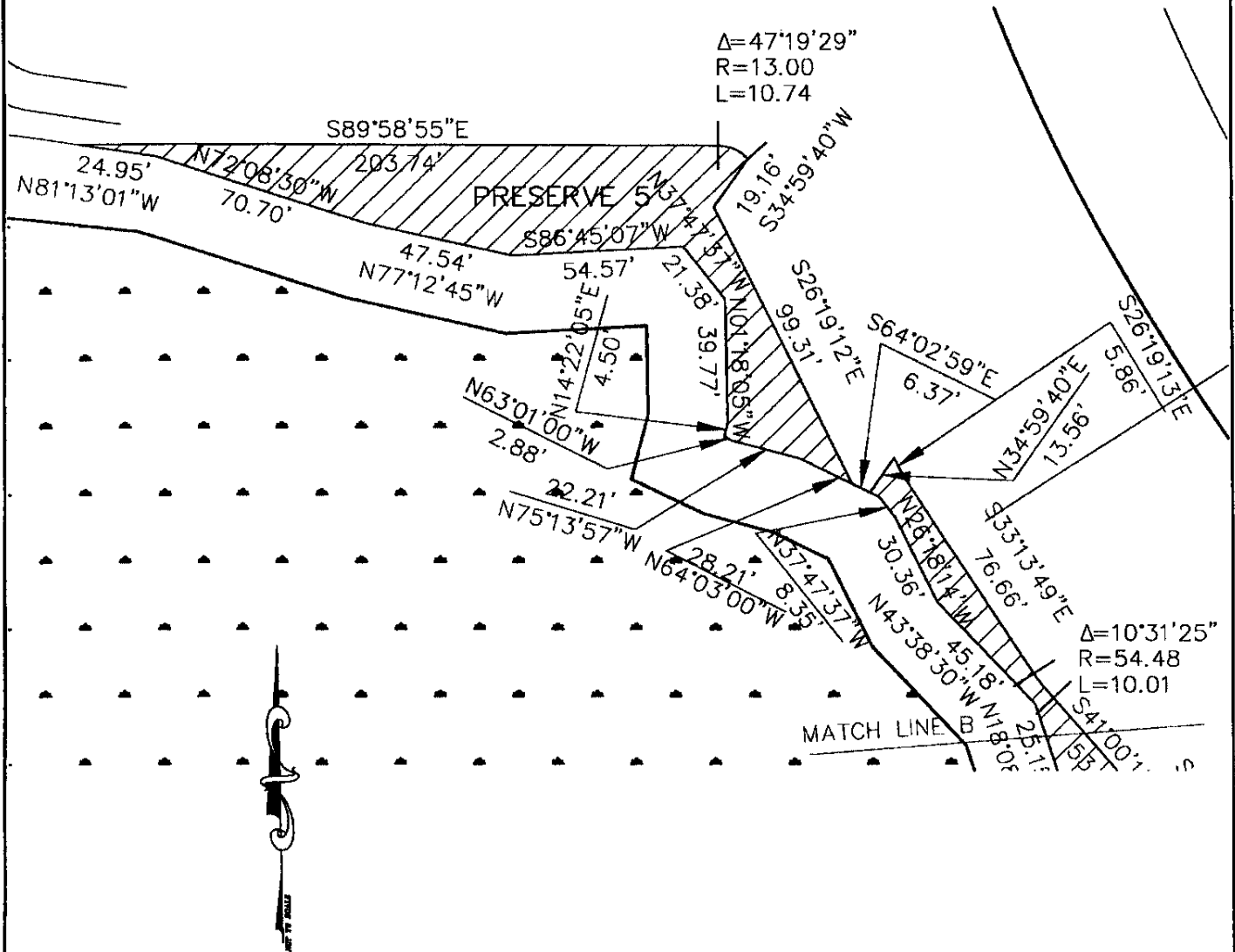
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PROJECT: AVONLEA

07/27/05

JOB No.: 02-601



LEGEND

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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

TITLE: *PRESERVE #6*

PROJECT: *AVONLEA*

JOB No.: *02-601*

LEGAL DESCRIPTION

PRESERVE #6

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707; THENCE RUN N00°15'38"E ALONG THE WEST LINE OF SECTION 28, A DISTANCE OF 60.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE FIRST CHRISTIAN CHURCH TRACT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 707; THENCE RUN N89°49'49"E ALONG THE NORTH LINE OF SAID STATE ROAD 707 A DISTANCE OF 974.58 FEET TO THE POINT OF BEGINNING AND EXTENDING THENCE

- (1) N00°10'11"W, A DISTANCE OF 71.58 FEET TO A POINT, THENCE
- (2) N70°18'01"E, A DISTANCE OF 17.36 FEET TO A POINT, THENCE
- (3) S19°41'59"E, A DISTANCE OF 29.15 FEET TO A POINT, THENCE
- (4) S51°47'46"E, A DISTANCE OF 80.40 FEET TO A POINT IN THE NORTHERLY LINE OF STATE ROAD 707, THENCE
- (5) S89°49'49"W ALONG THE NORTHERLY LINE OF STATE ROAD 707, A DISTANCE OF 89.14 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 0.08 ACRES OR 3,412 SQUARE FEET, MORE OR LESS.

VELCON GROUP, INC.



ENGINEERS & SURVEYORS

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LICENSE BUSINESS #4942

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TITLE: *PRESERVE #6*

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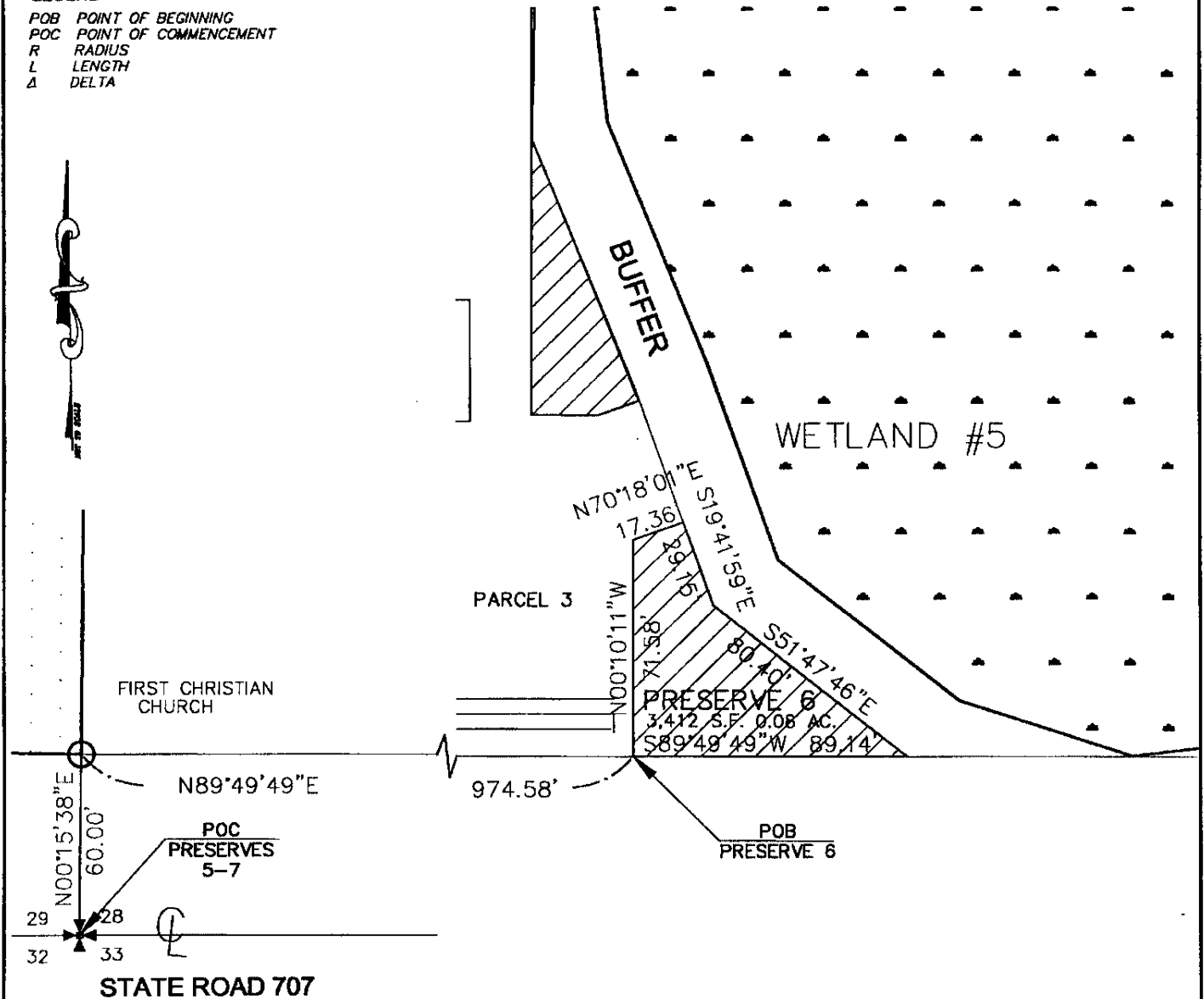
PROJECT: *AVONLEA*

07/27/05

JOB No.: *02-601*

LEGEND

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SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

TITLE: *PRESERVE #7*
PROJECT: *AVONLEA*
JOB No.: *02-601*

LEGAL DESCRIPTION

PRESERVE #7

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707; THENCE RUN N00°15'38"E ALONG THE WEST LINE OF SECTION 28, A DISTANCE OF 60.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE FIRST CHRISTIAN CHURCH TRACT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 707; THENCE RUN N89°49'49"E ALONG THE NORTH LINE OF SAID STATE ROAD 707 A DISTANCE OF 1063.72 FEET TO A POINT, THENCE N51°47'46"W, A DISTANCE OF 80.40 FEET TO A POINT, THENCE N19°41'59"W, A DISTANCE OF 29.15 FEET TO A POINT, THENCE N19°58'25"W, A DISTANCE OF 42.72 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- (1) S70°18'01"W, A DISTANCE OF 14.05 FEET TO A POINT, THENCE
- (2) S89°49'49"W, A DISTANCE OF 21.72 FEET TO A POINT, THENCE
- (3) N00°10'11"W, A DISTANCE OF 234.70 FEET TO A POINT, THENCE
- (4) N78°47'45"W, A DISTANCE OF 66.02 FEET TO A POINT, THENCE
- (5) N11°12'16"E, A DISTANCE OF 154.05 FEET TO A POINT, THENCE

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LICENSE BUSINESS #4942

PAGE 1 OF 4

TITLE: *PRESERVE #7*
PROJECT: *AVONLEA*
JOB No.: *02-601*

LEGAL DESCRIPTION

PRESERVE #7 CONTINUED

- (6) N00°01'06"E, A DISTANCE OF 27.75 FEET TO A POINT OF CURVATURE, THENCE
(7) NORTHEASTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 14.50 FEET, THROUGH A CENTRAL ANGLE OF 89°59'59", AN ARC DISTANCE OF 22.78 FEET TO A POINT OF TANGENCY, THENCE
(8) S89°58'55"E, A DISTANCE OF 75.40 FEET TO A POINT OF CURVATURE, THENCE
(9) NORTHEASTWARDLY ALONG A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 38.50 FEET, THROUGH A CENTRAL ANGLE OF 52°44'47", AN ARC DISTANCE OF 35.44 FEET, TO A POINT, THENCE
(10) N38°22'13"E, A DISTANCE OF 18.25 FEET TO A POINT ON A CURVE, SAID POINT HAVING A RADIAL BEARING OF N55°00'13"W, THENCE
(11) SOUTHWESTWARDLY ALONG A CURVE CONCAVE TO THE EAST WITH A RADIUS OF 25.39 FEET, THROUGH A CENTRAL ANGLE OF 28°18'38", AN ARC DISTANCE OF 12.54 FEET TO A POINT, THENCE
(12) S08°36'22"W, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 72.05 FEET TO A POINT, THENCE
(13) S02°55'44"W, A DISTANCE OF 62.25 FEET TO A POINT, THENCE
(14) S20°26'18"W, A DISTANCE OF 34.13 FEET TO A POINT, THENCE
(15) S30°24'58"W, A DISTANCE OF 85.01 FEET TO A POINT, THENCE
(16) S19°02'52"W, A DISTANCE OF 67.48 FEET TO A POINT, THENCE
(17) S00°45'57"W, A DISTANCE OF 65.35 FEET TO A POINT, THENCE
(18) S22°08'17"E, A DISTANCE OF 92.77 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 0.63 ACRES OR 27,314 SQUARE FEET, MORE OR LESS.

VELCON GROUP, INC.



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07/27/05

LICENSE BUSINESS #4942

PAGE 2 OF 4

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TITLE: **PRESERVE #7**

PAGE 3 OF 4

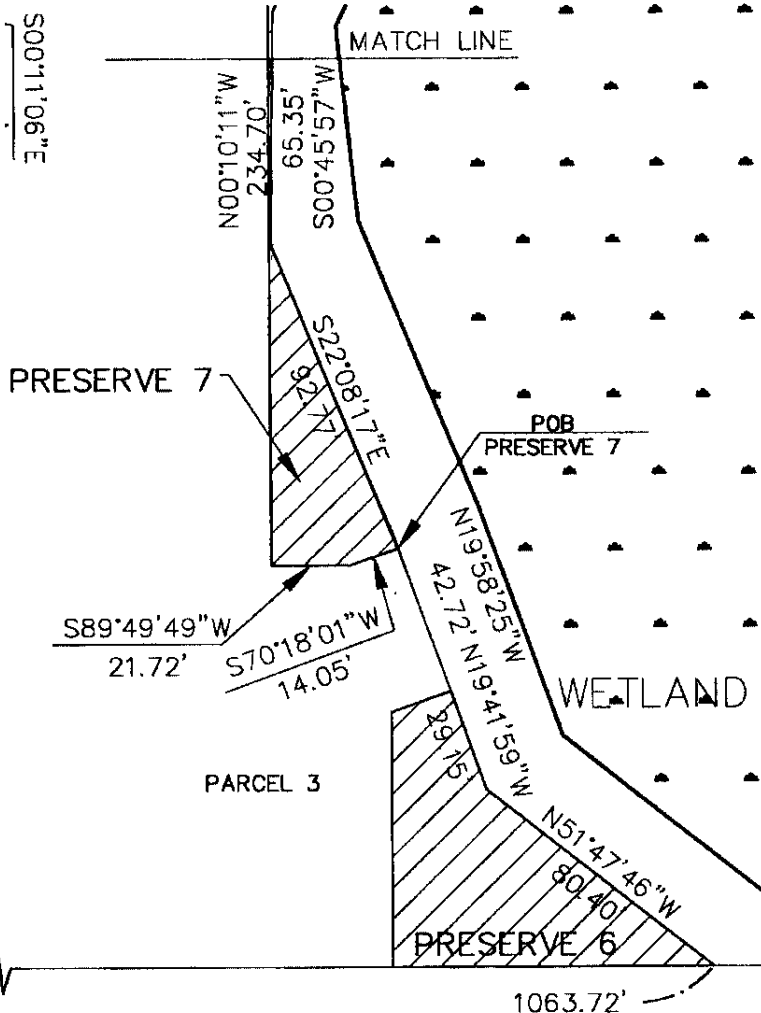
PROJECT: **AVONLEA**

07/27/05

JOB No.: **02-601**

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS
L LENGTH
Δ DELTA



N89°49'49"E

POC

29

32

STATE ROAD 707

VELCON GROUP, INC.



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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

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PAGE 4 OF 4

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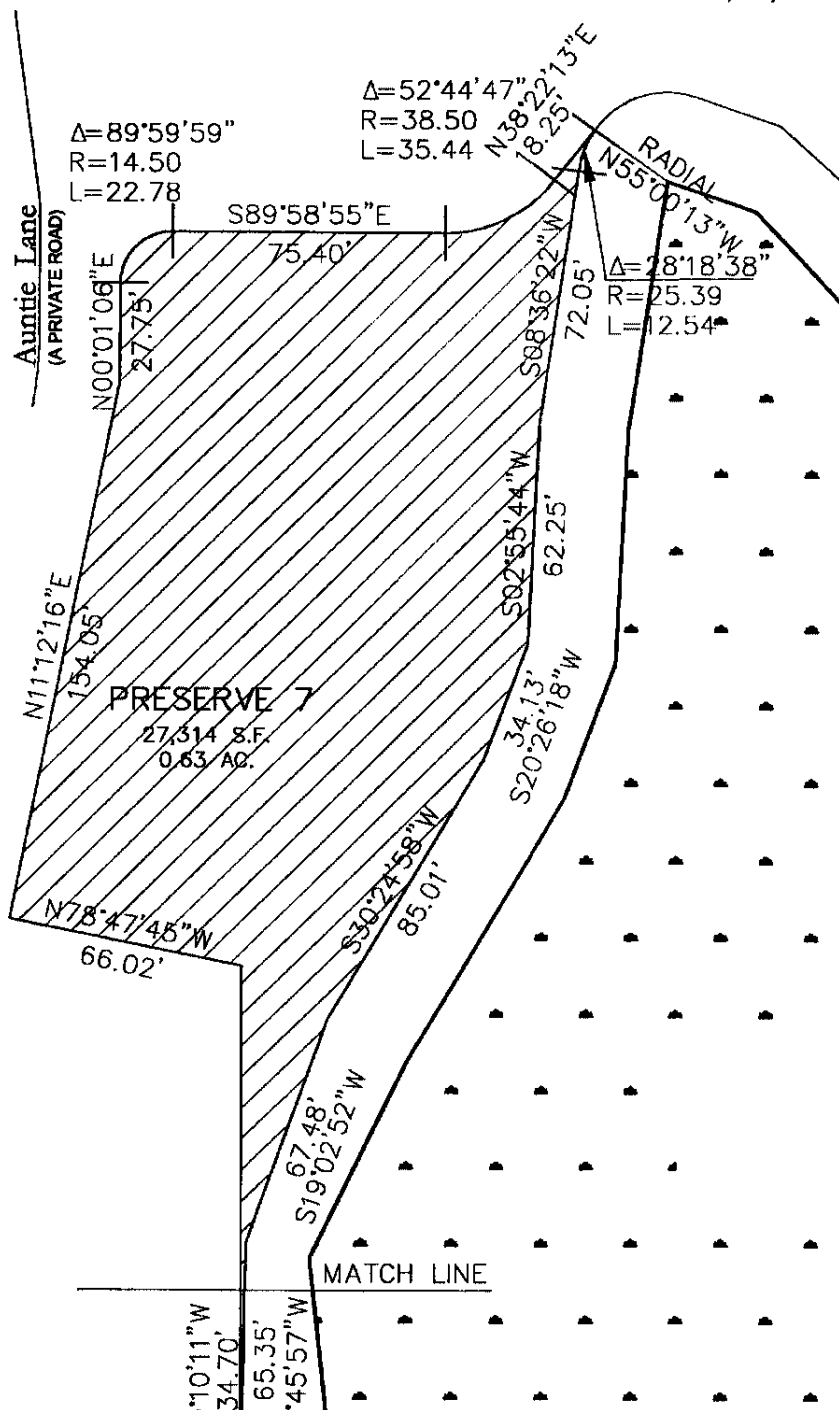
TITLE: PRESERVE #7

PROJECT: AVONLEA

JOB No.: 02-601

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS
L LENGTH
Δ DELTA



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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

TITLE: *MITIGATION AREA*
 PROJECT: *AVONLEA*
 JOB No.: *02-601*

LEGAL DESCRIPTION
MITIGATION AREA

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707; THENCE RUN N00°15'38"E ALONG THE WEST LINE OF SECTION 28, A DISTANCE OF 60.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE FIRST CHRISTIAN CHURCH TRACT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 707; THENCE RUN N89°49'49"E ALONG THE NORTH LINE OF SAID STATE ROAD 707 A DISTANCE OF 840.01 FEET TO A POINT, THENCE DEPART SAID RIGHT OF WAY N00°10'11"W, A DISTANCE OF 383.18 FEET TO THE POINT OF BEGINNING AND EXTENDING THENCE

- (1) S11°12'16"W, A DISTANCE OF 88.52 FEET TO A POINT OF CURVATURE, THENCE
- (2) SOUTHWARDLY ALONG A CURVE CONCAVE TO THE EAST WITH A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 11°23'22", AN ARC DISTANCE OF 5.96 FEET TO A POINT OF TANGENCY, THENCE
- (3) S00°11'06"E, A DISTANCE OF 16.30 FEET TO A POINT OF CURVATURE, THENCE
- (4) SOUTHWESTWARDLY ALONG A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 14.00 FEET, THROUGH A CENTRAL ANGLE OF 83°51'05", AN ARC DISTANCE OF 20.49 FEET TO A POINT, THENCE
- (5) S89°49'49"W, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 15.03 FEET TO A POINT OF CURVATURE, THENCE
- (6) NORTHWESTWARDLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 13.00 FEET, THROUGH A CENTRAL ANGLE OF 64°14'22", AN ARC DISTANCE OF 14.58 FEET TO A POINT OF REVERSE CURVE, THENCE

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07/27/05

LICENSE BUSINESS #4942

PAGE 1 OF 4

TITLE: *MITIGATION AREA*
PROJECT: *AVONLEA*
JOB No.: *02-601*

LEGAL DESCRIPTION CONTINUED

MITIGATION AREA

- (7) NORTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 42.50 FEET, THROUGH A CENTRAL ANGLE OF 35°58'08", AN ARC DISTANCE OF 26.68 FEET TO A POINT, THENCE
(8) N00°10'10"W, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 102.06 FEET TO A POINT, THENCE
(9) S89°49'49"W, A DISTANCE OF 300.00 FEET TO A POINT, THENCE
(10) S00°10'11"E, A DISTANCE OF 80.18 FEET TO A POINT, THENCE
(11) N44°33'50"W, A DISTANCE OF 72.24 FEET TO A POINT OF CURVATURE, THENCE
(12) NORTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 57.30 FEET, THROUGH A CENTRAL ANGLE OF 23°04'57", AN ARC DISTANCE OF 23.08 FEET TO A POINT, THENCE
(13) N00°10'11"W, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 68.42 FEET TO A POINT, THENCE
(14) N89°49'17"E, A DISTANCE OF 5.26 FEET TO A POINT, THENCE
(15) S02°27'55"E, A DISTANCE OF 46.29 FEET TO A POINT, THENCE
(16) S87°23'03"E, A DISTANCE OF 74.51 FEET TO A POINT, THENCE
(17) N11°23'31"E, A DISTANCE OF 22.90 FEET TO A POINT, THENCE
(18) N89°59'59"E, A DISTANCE OF 257.12 FEET TO A POINT, THENCE
(19) S22°13'05"W, A DISTANCE OF 23.21 FEET TO A POINT, THENCE
(20) S89°01'50"E, A DISTANCE OF 107.58 FEET TO THE POINT OF BEGINNING.

SAID MITIGATION AREA CONTAINING 0.40 ACRES OR 17,606 SQUARE FEET, MORE OR LESS.

VELCON GROUP, INC.



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LICENSE BUSINESS #4942

07/27/05

PAGE 2 OF 4

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TITLE: **MITIGATION AREA**

PROJECT: **AVONLEA**

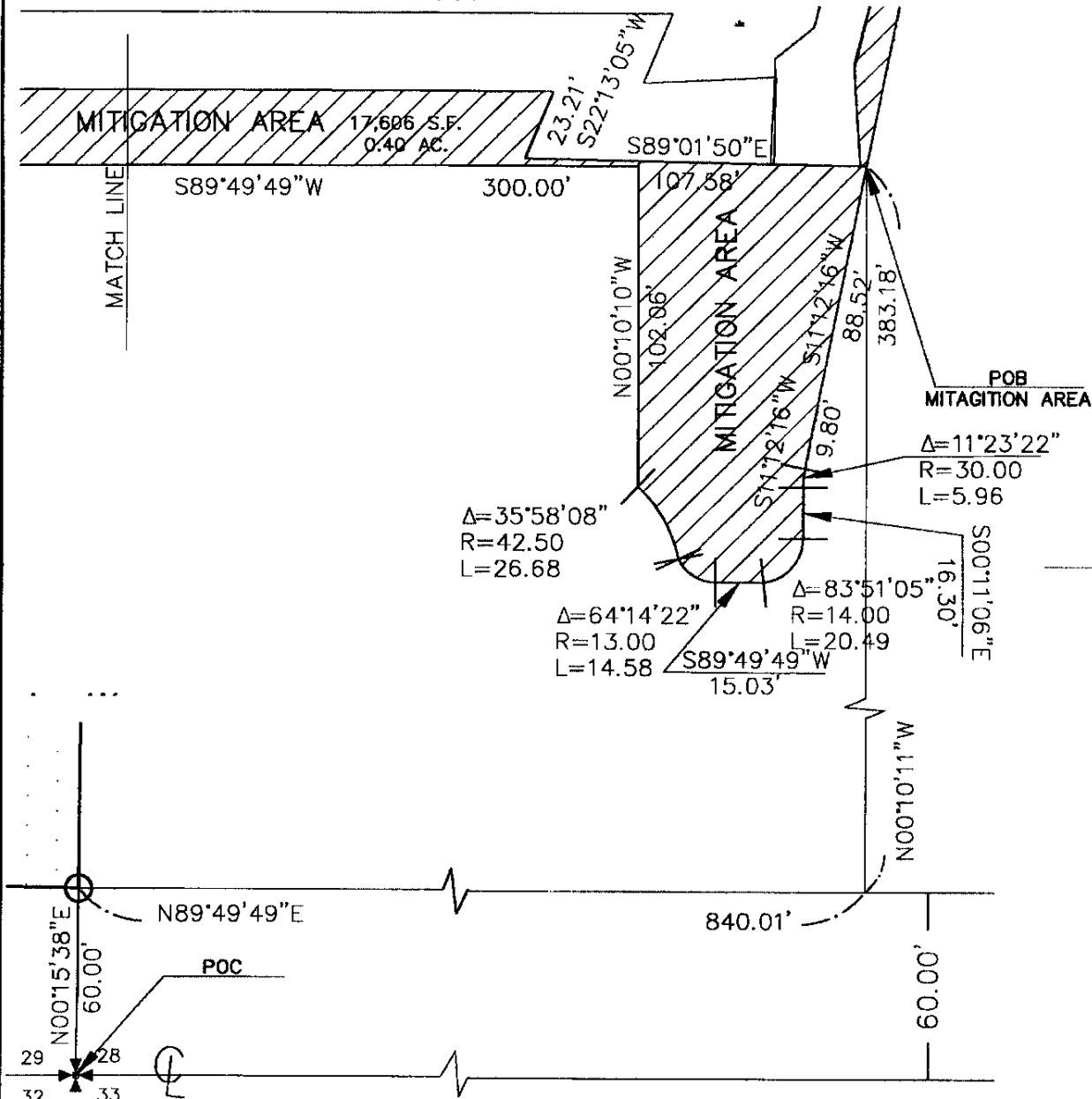
JOB No.: **02-601**

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS
L LENGTH
Δ DELTA

PAGE 3 OF 4

07/27/05



STATE ROAD 707

VELCON GROUP, INC.



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SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

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TITLE: *MITIGATION AREA*

PROJECT: *AVONLEA*

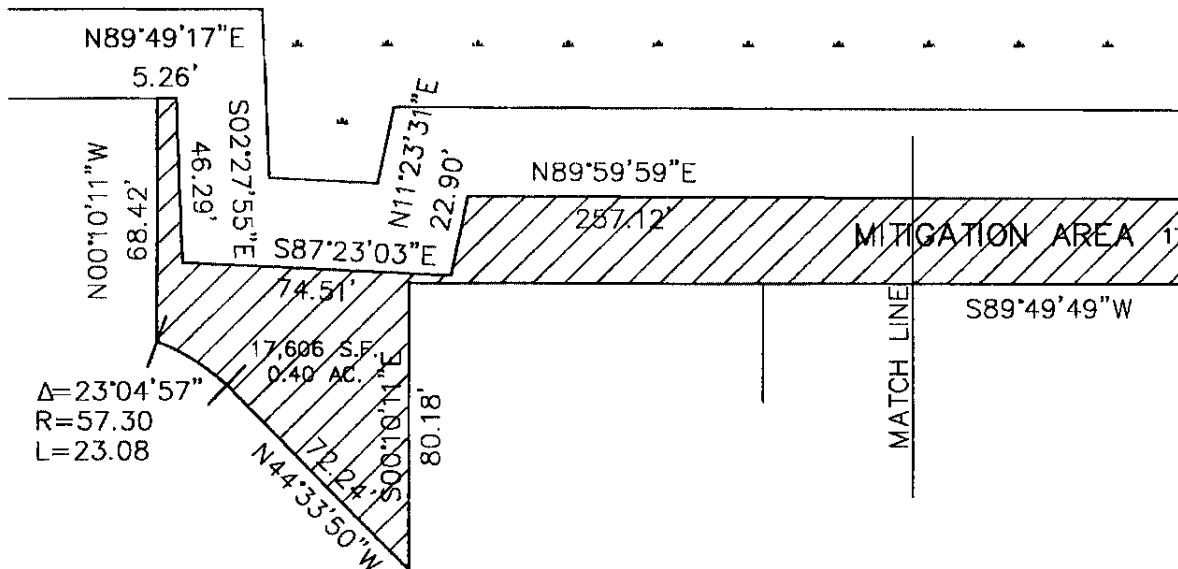
JOB No.: *02-601*

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07/27/05

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS
L LENGTH
Δ DELTA



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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

LEGAL DESCRIPTION

PRESERVE #8

TITLE: *PRESERVE #8*

PROJECT: *AVONLEA*

JOB No.: *02-601*

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), AND RUN S 89°58'55" E, ALONG THE NORTHERLY LINE OF BAKER ROAD, A DISTANCE OF 377.39 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- (1) N39°20'12"W, A DISTANCE OF 38.92 FEET TO A POINT, THENCE
- (2) N11°31'26"W, A DISTANCE OF 36.53 FEET TO A POINT, THENCE
- (3) N35°33'43"W, A DISTANCE OF 15.00 FEET TO A POINT, THENCE
- (4) N26°48'23"W, A DISTANCE OF 17.57 FEET TO A POINT, THENCE
- (5) N43°09'39"W, A DISTANCE OF 22.95 FEET TO A POINT, THENCE
- (6) N35°00'50"W, A DISTANCE OF 23.84 FEET TO A POINT, THENCE
- (7) N38°14'31"W, A DISTANCE OF 54.10 FEET TO A POINT, THENCE
- (8) N28°46'23"W, A DISTANCE OF 32.82 FEET TO A POINT, THENCE
- (9) N01°42'54"W, A DISTANCE OF 66.91 FEET TO A POINT, THENCE
- (10) N24°35'21"E, A DISTANCE OF 10.80 FEET TO A POINT, THENCE
- (11) N03°21'16"W, A DISTANCE OF 22.22 FEET TO A POINT, THENCE
- (12) N00°01'06"E, A DISTANCE OF 34.50 FEET TO A POINT, IN THE SOUTHERLY LINE OF 15TH STREET, THENCE
- (13) S89°58'55"E, ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 24.98 FEET TO A POINT, THENCE
- (14) S00°01'04"W, A DISTANCE OF 33.80 FEET TO A POINT, THENCE
- (15) S03°21'18"E, A DISTANCE OF 27.70 FEET TO A POINT, THENCE
- (16) S24°35'18"W, A DISTANCE OF 11.18 FEET TO A POINT, THENCE
- (17) S01°42'56"E, A DISTANCE OF 54.91 FEET TO A POINT, THENCE
- (18) S26°03'36"E, A DISTANCE OF 75.77 FEET TO A POINT, THENCE
- (19) S35°04'48"E, A DISTANCE OF 30.27 FEET TO A POINT, THENCE
- (20) S55°46'30"E, A DISTANCE OF 34.20 FEET TO A POINT, THENCE
- (21) S00°43'30"W, A DISTANCE OF 18.50 FEET TO A POINT, THENCE
- (22) S11°35'05"E, A DISTANCE OF 43.66 FEET TO A POINT, THENCE
- (23) S38°37'10"E, A DISTANCE OF 44.60 FEET TO A POINT, IN THE NORTHERLY LINE OF BAKER ROAD, THENCE
- (24) N89°58'55"W, ALONG THE NORTHERLY LINE OF BAKER ROAD A DISTANCE OF 12.84 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 0.16 ACRES OR 7,014 SQUARE FEET ±.

VELCON GROUP, INC.



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LICENSE BUSINESS #4942

07/27/05

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TITLE: PRESERVE #8

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PROJECT: AVONLEA

07/27/05

JOB No.: 02-601

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS
L LENGTH
Δ DELTA



GREEN RIVER PARKWAY
120' RIGHT OF WAY

WEST LINE OF
SECTION 28

BAKER ROAD
100' RIGHT OF WAY

VELCON GROUP, INC.

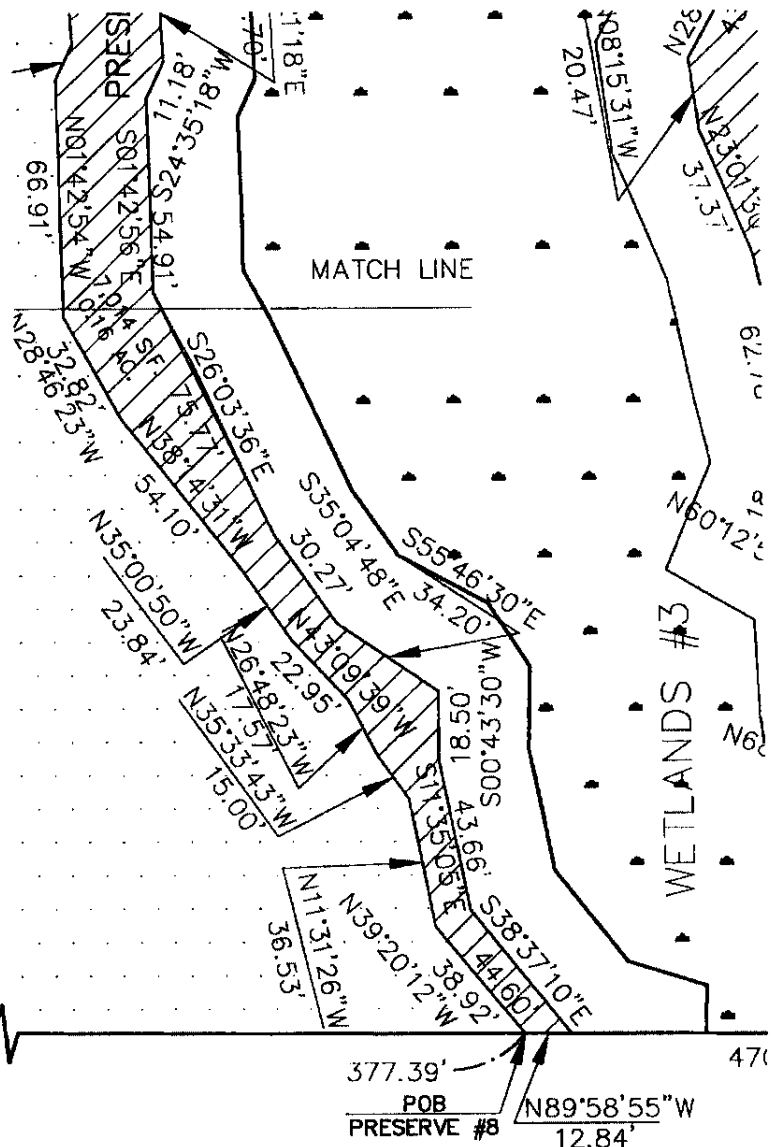


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LICENSE BUSINESS #4942



SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

TITLE: *PRESERVE #9*PROJECT: *AVONLEA*JOB No.: *02-601***LEGAL DESCRIPTION****PRESERVE #9**

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF BAKER ROAD (100 FEET WIDE) WITH THE EASTERLY LINE OF GREEN RIVER PARKWAY (120 FEET WIDE), AND RUN S 89°58'55" E, ALONG THE NORTHERLY LINE OF BAKER ROAD, A DISTANCE OF 470.84 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

- (1) N05°17'47"E, A DISTANCE OF 17.64 FEET TO A POINT, THENCE
- (2) N64°16'04"E, A DISTANCE OF 39.76 FEET TO A POINT, THENCE
- (3) N31°23'01"W, A DISTANCE OF 56.70 FEET TO A POINT, THENCE
- (4) N68°23'59"W, A DISTANCE OF 10.80 FEET TO A POINT, THENCE
- (5) N03°45'35"W, A DISTANCE OF 44.16 FEET TO A POINT, THENCE
- (6) N60°12'54"W, A DISTANCE OF 19.82 FEET TO A POINT, THENCE
- (7) N22°50'21"E, A DISTANCE OF 18.67 FEET TO A POINT, THENCE
- (8) N13°03'50"W, A DISTANCE OF 62.78 FEET TO A POINT, THENCE
- (9) N23°01'30"W, A DISTANCE OF 37.37 FEET TO A POINT, THENCE
- (10) N08°15'31"W, A DISTANCE OF 20.47 FEET TO A POINT, THENCE
- (11) N28°18'35"E, A DISTANCE OF 43.11 FEET TO A POINT, THENCE
- (12) N47°26'59"W, A DISTANCE OF 33.43 FEET TO A POINT, IN THE SOUTHERLY LINE OF 15th STREET, THENCE
- (13) S89°58'55"E, ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 80.74 FEET TO A POINT, THENCE
- (14) S37°43'42"W, A DISTANCE OF 14.22 FEET TO A POINT, THENCE
- (15) S05°14'29"E, A DISTANCE OF 57.47 FEET TO A POINT, THENCE
- (16) S12°46'02"E, A DISTANCE OF 73.94 FEET TO A POINT, THENCE
- (17) S24°01'14"E, A DISTANCE OF 75.11 FEET TO A POINT, THENCE
- (18) S13°37'01"E, A DISTANCE OF 35.74 FEET TO A POINT, THENCE
- (19) S49°54'55"E, A DISTANCE OF 42.82 FEET TO A POINT, THENCE
- (20) N78°38'52"E, A DISTANCE OF 50.20 FEET TO A POINT, THENCE
- (21) S80°44'00"E, A DISTANCE OF 30.29 FEET TO A POINT, THENCE
- (22) N67°49'23"E, A DISTANCE OF 67.03 FEET TO A POINT, THENCE
- (23) N43°38'20"E, A DISTANCE OF 57.24 FEET TO A POINT, THENCE

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LICENSE BUSINESS #4942

07/27/05

PAGE 1 OF 7

TITLE: *PRESERVE #9*
 PROJECT: *AVONLEA*
 JOB No.: *02-601*

LEGAL DESCRIPTION

PRESERVE #9 CONTINUED

- (24) N36°08'57"E, A DISTANCE OF 63.84 FEET TO A POINT, THENCE
- (25) N04°32'25"E, A DISTANCE OF 62.41 FEET TO A POINT, THENCE
- (26) N04°40'53"W, A DISTANCE OF 46.79 FEET TO A POINT, THENCE
- (27) N11°23'56"W, A DISTANCE OF 40.06 FEET TO A POINT IN THE SOUTHERLY LINE OF 15TH STREET, THENCE
- (28) S89°58'55"E, ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 508.38 FEET TO A POINT, THENCE
- (29) S11°27'02"E, A DISTANCE OF 89.44 FEET TO A POINT, THENCE
- (30) N89°58'55"W, A DISTANCE OF 109.69 FEET TO A POINT, THENCE
- (31) S00°01'05"W, A DISTANCE OF 26.22 FEET TO A POINT, THENCE
- (32) N89°58'55"W, A DISTANCE OF 23.74 FEET TO A POINT, THENCE
- (33) N00°01'05"E, A DISTANCE OF 65.22 FEET TO A POINT OF CURVATURE, THENCE
- (34) NORTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 55.76 FEET TO A POINT OF TANGENCY, THENCE
- (35) N89°58'55"W, A DISTANCE OF 52.00 FEET TO A POINT OF CURVATURE, THENCE
- (36) SOUTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 67°31'30", AN ARC DISTANCE OF 41.84 FEET TO A POINT, THENCE
- (37) N89°58'55"W, DEPARTING FROM SAID CURVE ON A NON-TANGENT LINE, A DISTANCE OF 32.39 FEET TO A POINT ON A CURVE, SAID POINT HAVING A RADIAL BEARING OF N67°32'35"E, THENCE
- (38) NORTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 67°31'30", AN ARC DISTANCE OF 41.84 FEET TO A POINT OF TANGENCY, THENCE
- (39) N89°58'55"W, A DISTANCE OF 52.00 FEET TO A POINT OF CURVATURE, THENCE

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07/27/05

PAGE 2 OF 7

TITLE: *PRESERVE #9*
PROJECT: *AVONLEA*
JOB No.: *02-601*

LEGAL DESCRIPTION

PRESERVE #9 CONTINUED

- (40) SOUTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 55.76 FEET TO A POINT OF TANGENCY, THENCE
(41) S00°01'05"W, A DISTANCE OF 105.00 FEET TO A POINT OF CURVATURE, THENCE
(42) SOUTHWESTWARDLY ALONG A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 12.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 19.63 FEET TO A POINT OF TANGENCY, THENCE
(43) N89°58'55"W, A DISTANCE OF 19.00 FEET TO A POINT OF CURVATURE, THENCE
(44) SOUTHWESTWARDLY ALONG A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 55.76 FEET TO A POINT OF TANGENCY, THENCE
(45) S00°01'05"W, A DISTANCE OF 133.00 FEET TO A POINT IN THE NORTHERLY LINE OF BAKER ROAD, THENCE
(46) N89°58'55"W, ALONG THE NORTHERLY LINE OF BAKER ROAD, A DISTANCE OF 378.65 FEET TO THE POINT OF BEGINNING.

SAID PRESERVE CONTAINING 2.07 ACRES OR 90,048 SQUARE FEET, MORE OR LESS.

VELCON GROUP, INC.



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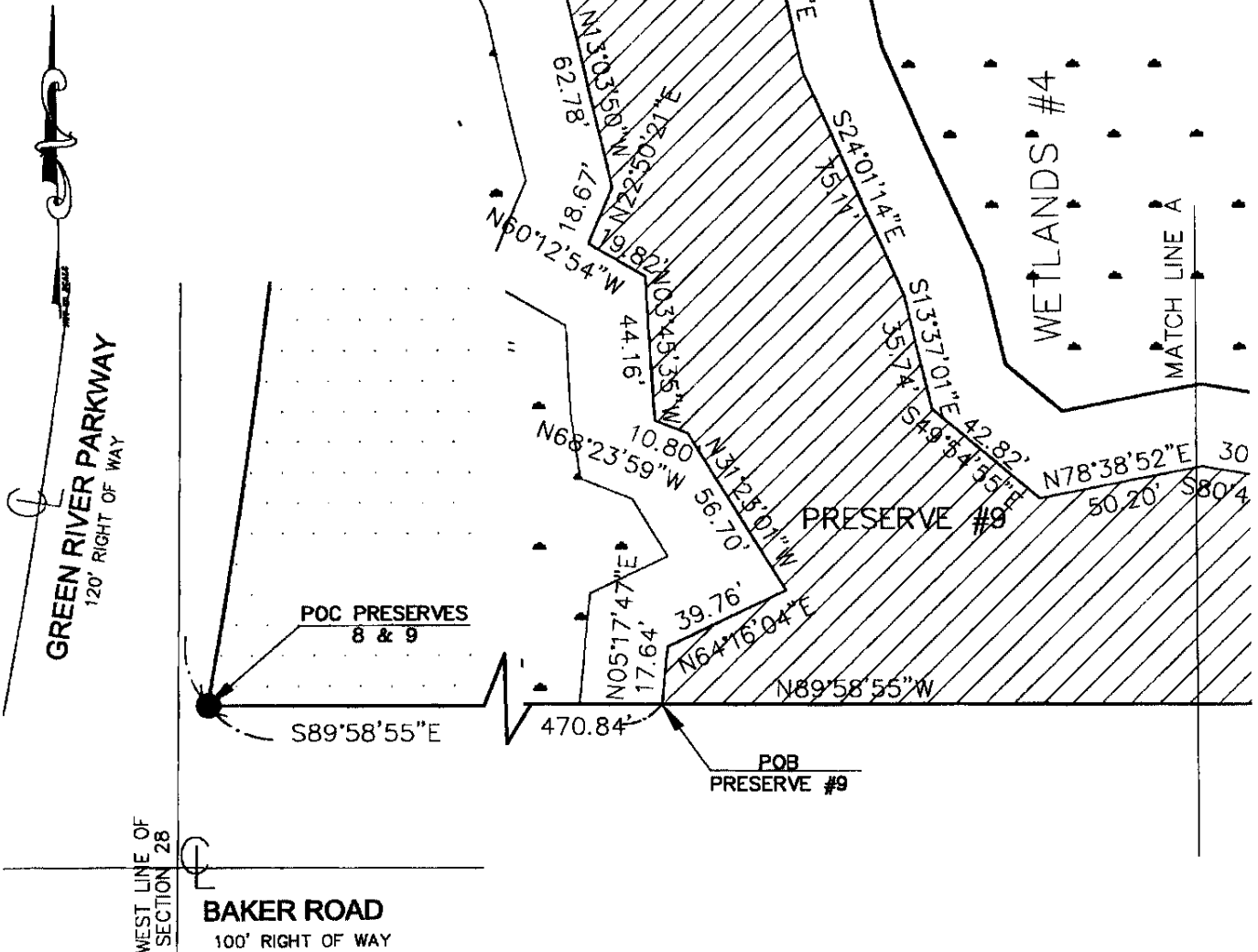
TITLE: PRESERVE #9

PROJECT: AVONLEA

JOB No.: 02-601

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS
L LENGTH
Δ DELTA



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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

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TITLE: PRESERVE #9

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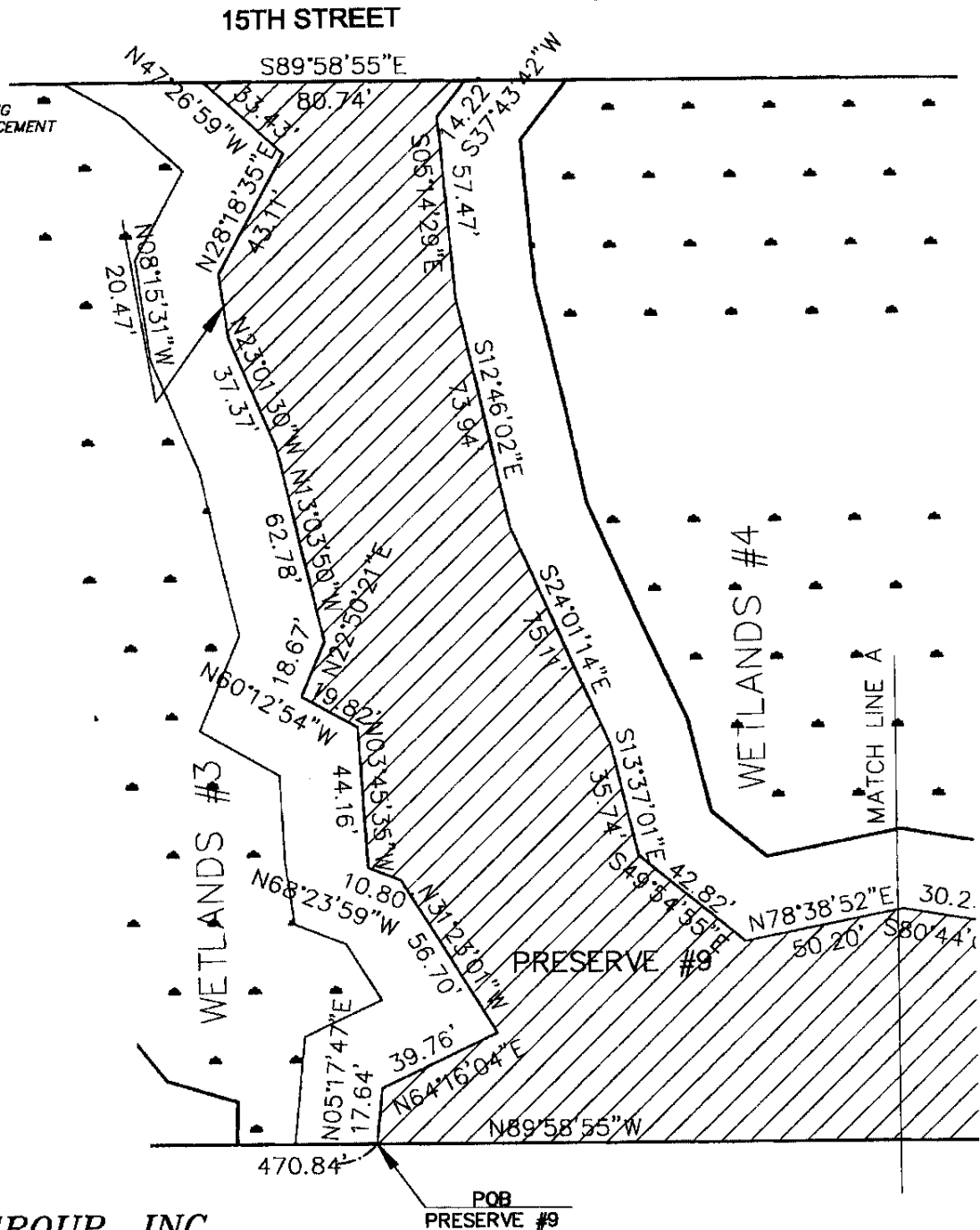
PROJECT: AVONLEA

07/27/05

JOB No.: 02-601

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS
L LENGTH
Δ DELTA



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PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

NOT A SURVEY

NOT TO SCALE

TITLE: PRESERVE #9

PAGE 6 OF 7

PROJECT: AVONLEA

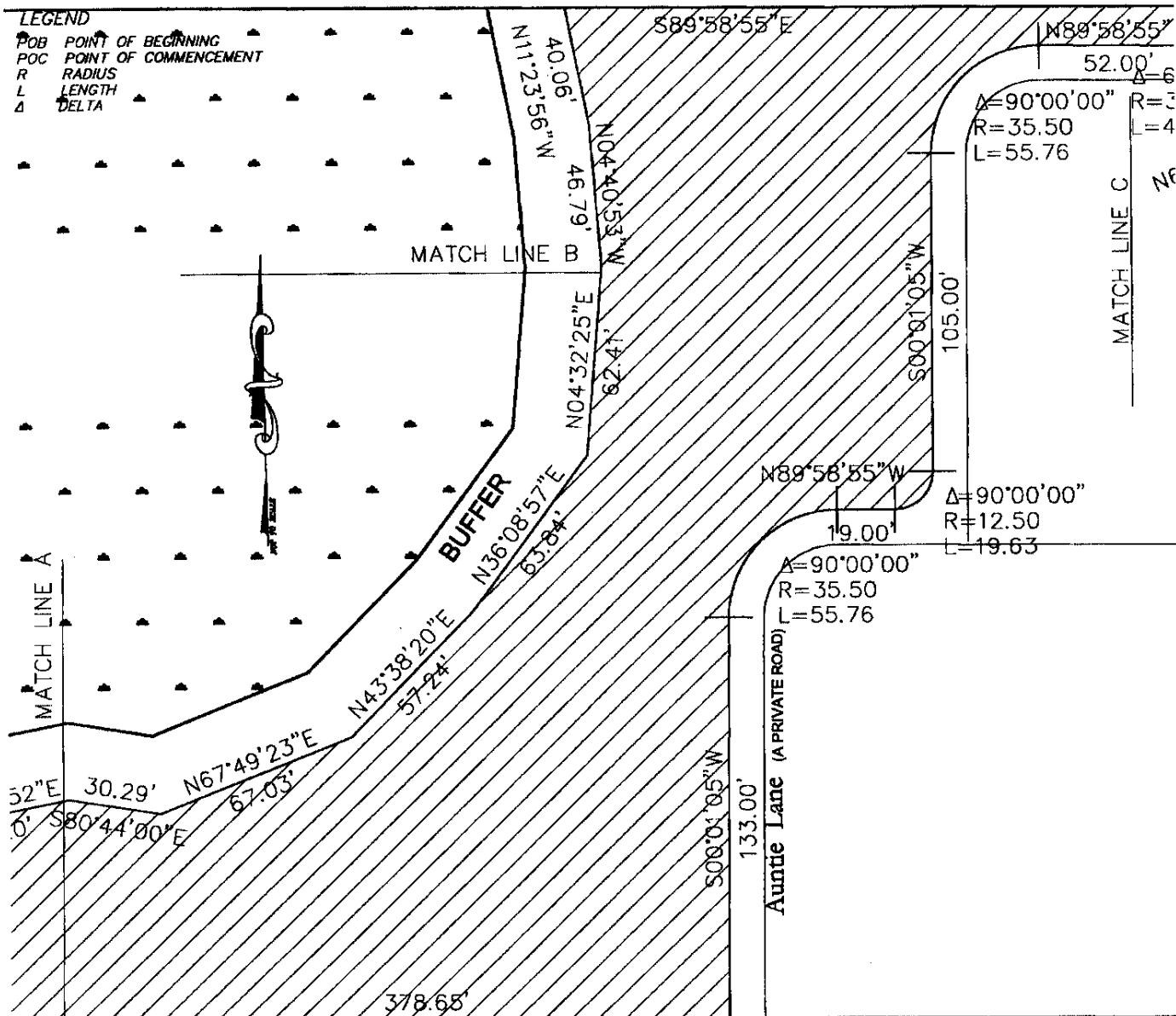
07/27/05

JOB No.: 02-601

15TH STREET

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS
L LENGTH
Δ DELTA



BAKER ROAD

VELCON GROUP, INC.



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(772) 879-0477
(772) 871-6659 (FAX)

LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

NOT A SURVEY

NOT TO SCALE

TITLE: PRESERVE #9

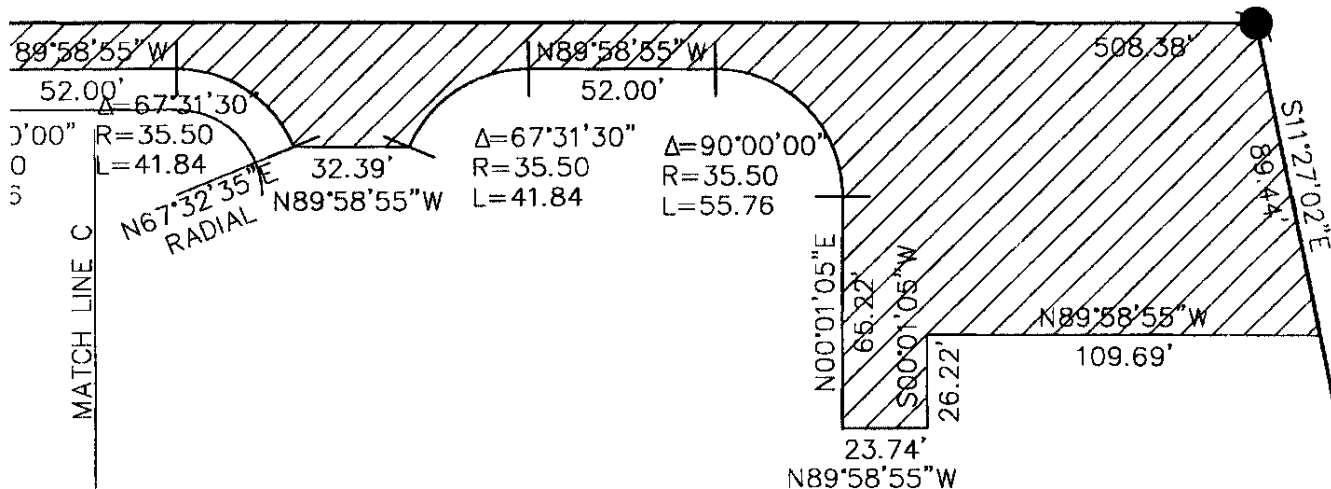
PAGE 7 OF 7

PROJECT: AVONLEA

07/27/05

JOB No.: 02-601

15TH STREET



LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS
L LENGTH
Δ DELTA

0"

Janny Lane
(A PRIVATE ROAD)

Jenni Lane
(A PRIVATE ROAD)



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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT J. SIPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 3793

TITLE: *WETLANDS # 1 AND BUFFER # 1*
PROJECT: *AVONLEA*
JOB No.: *02-601*

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED ON THE SW 1/4 OF SECTION 28 AND THE SE 1/4 OF SECTION 29, TOWNSHIP 37 S, RANGE 41 E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEIGN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY LINE OF GREEN RIVER PARKWAY (120' WIDE) WITH THE SOUTHERLY LINE OF BAKER ROAD EXTENSION (100' WIDE) AND EXTENDING THENCE.

1. S89°58'55"E, ALONG THE SOUTHERLY LINE OF BAKER ROAD EXTENSION, A DISTANCE OF 297.66 FEET TO A POINT, THENCE
2. S00°01'04"W, A DISTANCE OF 1.48 FEET TO A POINT, THENCE
3. S47°10'55"E, A DISTANCE OF 15.27 FEET TO A POINT, THENCE
4. S83°39'36"E, A DISTANCE OF 17.96 FEET TO A POINT, THENCE
5. N59°50'39"E, A DISTANCE OF 27.53 FEET TO A POINT IN THE SOUTHERLY LINE OF BAKER ROAD EXTENSION, THENCE
6. S89°58'55"E, ALONG THE SOUTHERLY LINE OF BAKER ROAD EXTENSION A DISTANCE OF 183.12 FEET TO A POINT, THENCE
7. S55°57'10"E A DISTANCE OF 3.77 FEET TO A POINT, THENCE
8. S69°37'53"E A DISTANCE OF 37.97 FEET TO A POINT, THENCE
9. S83°11'53"E, A DISTANCE OF 37.97 FEET TO A POINT, THENCE
10. N83°14'03"E, A DISTANCE OF 37.97 FEET TO A POINT, THENCE

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LICENSE BUSINESS #4942

PAGE 1 OF 4

TITLE: WETLANDS # 1 AND BUFFER # 1
PROJECT: AVONLEA
JOB No.: 02-601

LEGAL DESCRIPTION (CONT.):

11. N69°40'00"E, A DISTANCE OF 39.39 FEET TO A POINT, THENCE
12. N62°27'58"E, A DISTANCE OF 3.48 FEET TO A POINT IN THE SOUTHERLY LINE OF BAKER ROAD EXTENSION, THENCE
13. S89°58'55"E, ALONG THE SOUTHERLY LINE OF BAKER ROAD EXTENSION, A DISTANCE OF 135.19 FEET TO A POINT, THENCE
14. S05°24'53"E, A DISTANCE OF 60.98 FEET TO A POINT, THENCE
15. S02°51'47"E, A DISTANCE OF 10.18 FEET TO A POINT, THENCE
16. S56°42'28"E, A DISTANCE OF 21.43 FEET TO A POINT, THENCE
17. S09°36'43"E, A DISTANCE OF 46.00 FEET TO A POINT, THENCE
18. S12°11'31"E, A DISTANCE OF 32.98 FEET TO A POINT, THENCE
19. S09°51'34"W, A DISTANCE OF 26.27 FEET TO A POINT, THENCE
20. S16°33'39"W, A DISTANCE OF 22.18 FEET TO A POINT, THENCE
21. S23°10'51"E, A DISTANCE OF 36.73 FEET TO A POINT, THENCE
22. S08°37'12"W, A DISTANCE OF 36.56 FEET TO A POINT, THENCE
23. S09°14'57"E, A DISTANCE OF 32.50 FEET TO A POINT, THENCE
24. S19°40'45"W, A DISTANCE OF 47.26 FEET TO A POINT, THENCE
25. S14°19'55"W, A DISTANCE OF 30.20 FEET TO A POINT, THENCE
26. S03°50'30"E, A DISTANCE OF 27.84 FEET TO A POINT, THENCE

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LICENSE BUSINESS #4942

PAGE 2 OF 4

TITLE: *WETLANDS # 1 AND BUFFER # 1*

PROJECT: *AVONLEA*

JOB No.: *02-601*

LEGAL DESCRIPTION (CONT.):

27. S03°50'30"E, A DISTANCE OF 4.49 FEET TO A POINT, THENCE
28. N89°01'50"W, A DISTANCE OF 105.51 FEET TO A POINT, THENCE
29. N22°13'05"E, A DISTANCE OF 23.21 FEET TO A POINT, THENCE
30. S89°59'59"W, A DISTANCE OF 257.12 FEET TO A POINT, THENCE
31. S11°23'31"W, A DISTANCE OF 22.90 FEET TO A POINT, THENCE
32. N87°23'03"W, A DISTANCE OF 74.51 FEET TO A POINT, THENCE
33. N02°27'55"W, A DISTANCE OF 46.29 FEET TO A POINT, THENCE
34. S89°59'59"W, A DISTANCE OF 305.59 FEET TO A POINT, THENCE
35. N80°12'34"W, A DISTANCE OF 45.22 FEET TO A POINT, THENCE
36. N79°56'32"W, A DISTANCE OF 45.75 FEET TO A POINT, THENCE
37. N73°22'15"W, A DISTANCE OF 26.79 FEET TO A POINT, THENCE
38. N18°47'29"E, A DISTANCE OF 128.72 FEET TO A POINT, THENCE
39. N72°18'59"W, A DISTANCE OF 87.54 FEET TO A POINT IN THE
EASTERLY LINE OF GREEN RIVER PARKWAY, THENCE
40. NORTHWARDLY ALONG THE EASTERLY LINE OF GREEN RIVER PARKWAY
ALONG AN ARC CURVING TO THE LEFT WITH A RADIUS OF 2148.75 FEET,
THROUGH A CENTRAL ANGLE OF 05°22'21" AN ARC DISTANCE OF 201.49
FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 7.51 ACRES, MORE OR LESS

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LICENSE BUSINESS #4942

09/16/04

PAGE 3 OF 4

NOT A SURVEY

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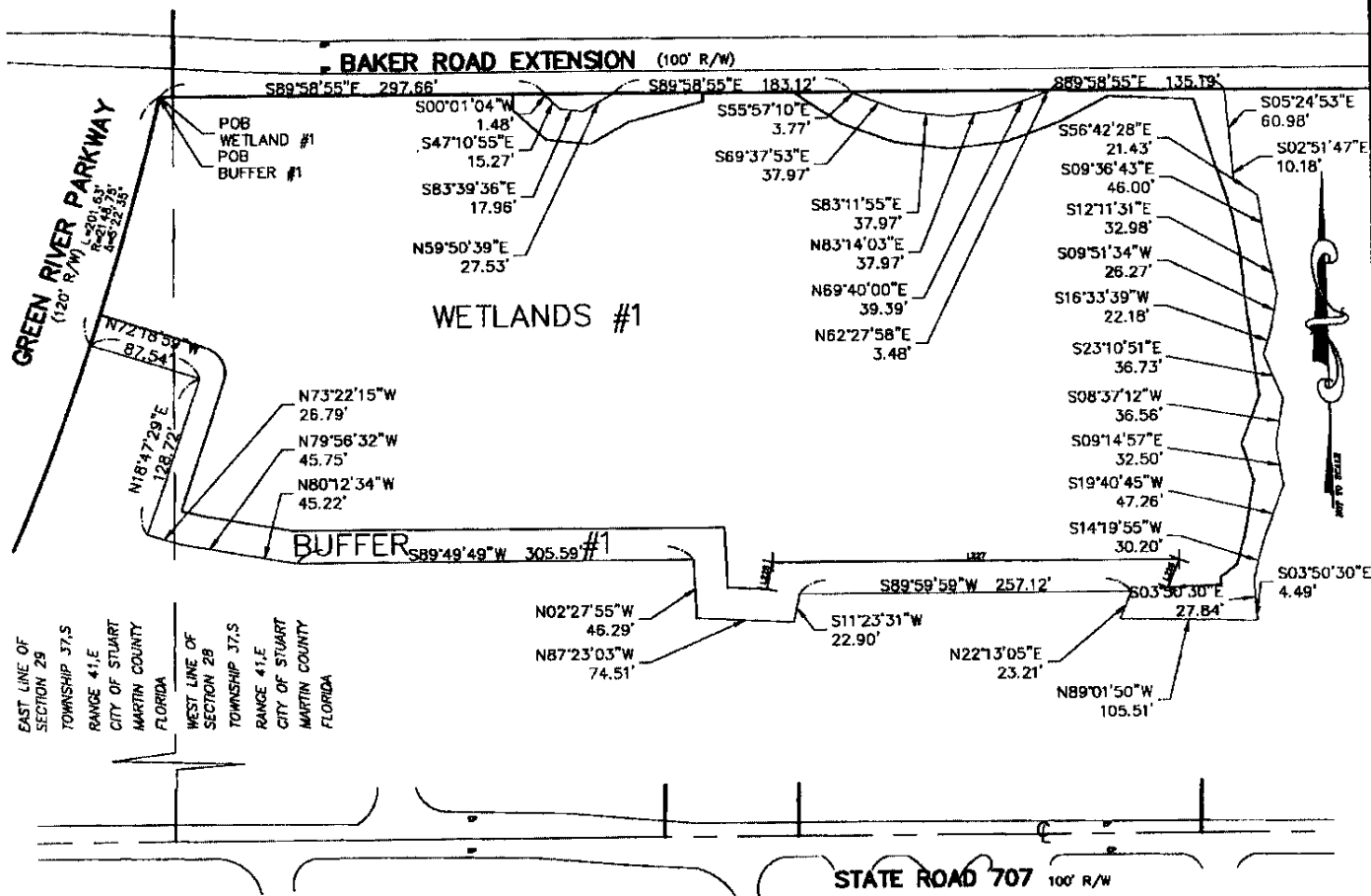
TITLE: WETLANDS # 1 AND BUFFER # 1

PROJECT: AVONLEA

JOB No.: 02-601

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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 6285

TITLE: WETLANDS # 3 AND BUFFER # 3

PROJECT: AVONLEA

JOB No.: 02-601

LEGAL DESCRIPTION :

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 S, RANGE 41 E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF GREEN RIVER PARKWAY (120' WIDE) WITH THE SOUTHERLY LINE OF 15TH STREET, AND RUN S89°58'55"E ALONG THE SOUTHERLY LINE OF 15TH STREET. A DISTANCE OF 243.84 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

1. S89°58'55"E, ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 143.64 FEET TO A POINT, THENCE
2. S47°26'59"E, A DISTANCE OF 33.43 FEET TO A POINT, THENCE
3. S28°18'35"W, A DISTANCE OF 43.11 FEET TO A POINT, THENCE
4. S08°15'31"E, A DISTANCE OF 20.47 FEET TO A POINT, THENCE
5. S23°01'30"E, A DISTANCE OF 37.37 FEET TO A POINT, THENCE
6. S12°25'49"E, A DISTANCE OF 34.44 FEET TO A POINT, THENCE
7. S13°50'00"E, A DISTANCE OF 28.35 FEET TO A POINT, THENCE
8. S22°50'21"W, A DISTANCE OF 18.67 FEET TO A POINT, THENCE
9. S60°12'54"E, A DISTANCE OF 19.82 FEET TO A POINT, THENCE
10. S03°16'55"E, A DISTANCE OF 39.72 FEET TO A POINT, THENCE
11. S08°01'15"E, A DISTANCE OF 4.46 FEET TO A POINT, THENCE
12. S68°23'59"E, A DISTANCE OF 10.80 FEET TO A POINT, THENCE

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09/21/04

LICENSE BUSINESS #4942

PAGE 1 OF 3

TITLE: **WETLANDS # 3 AND BUFFER # 3**

PROJECT: **AVONLEA**

JOB No.: **02-601**

LEGAL DESCRIPTION (CONT.) :

13. S31°23'01"E, A DISTANCE OF 56.70 FEET TO A POINT, THENCE
14. S64°16'04"W, A DISTANCE OF 39.76 FEET TO A POINT, THENCE
15. S05°17'47"W, A DISTANCE OF 17.64 FEET TO A POINT IN THE
NORTHERLY LINE OF BAKER ROAD EXTENSION (100'WIDE), THENCE
16. N89°58'55"W, ALONG THE NORTHERLY LINE OF BAKER ROAD
EXTENSION, A DISTANCE OF 80.62 FEET TO A POINT, THENCE
17. N38°37'10"W, A DISTANCE OF 44.60 FEET TO A POINT, THENCE
18. N11°35'05"W, A DISTANCE OF 43.66 FEET TO A POINT, THENCE
19. N00°43'30"E, A DISTANCE OF 18.50 FEET TO A POINT, THENCE
20. N55°46'30"W, A DISTANCE OF 34.20 FEET TO A POINT, THENCE
21. N35°04'48"W, A DISTANCE OF 30.27 FEET TO A POINT, THENCE
22. N25°07'07"W, A DISTANCE OF 54.23 FEET TO A POINT, THENCE
23. N28°38'07"W, A DISTANCE OF 21.40 FEET TO A POINT, THENCE
24. N01°42'56"W, A DISTANCE OF 55.08 FEET TO A POINT, THENCE
25. N24°35'18"E, A DISTANCE OF 11.18 FEET TO A POINT, THENCE
26. N03°21'18"W, A DISTANCE OF 27.70 FEET TO A POINT, THENCE
27. N00°01'04"E, A DISTANCE OF 33.80 FEET TO THE POINT OF
BEGINNING

CONTAINING WITHIN SAID BOUNDS 1.11 ACRES, MORE OR LESS

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LICENSE BUSINESS #4942

09/21/04

PAGE 2 OF 3

NOT A SURVEY

NOT TO SCALE

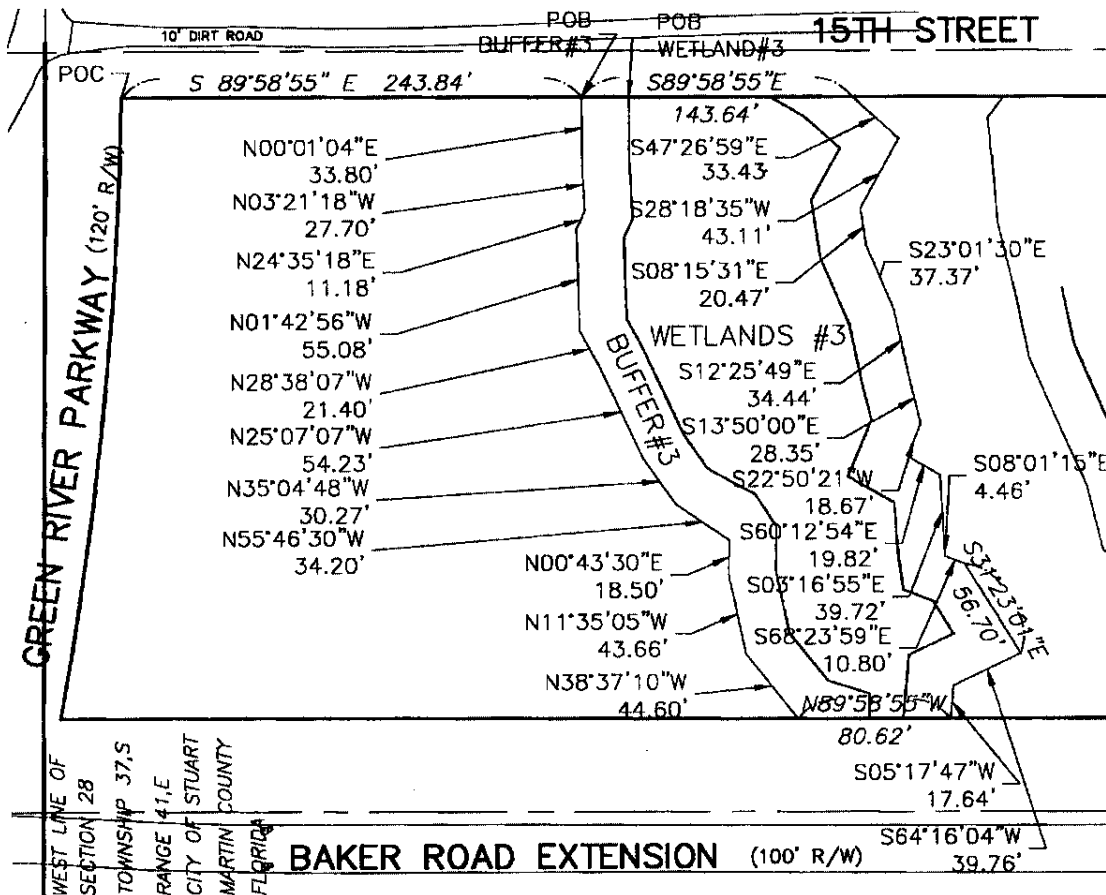
TITLE: WETLANDS # 3 AND BUFFER # 3

PROJECT: AVONLEA

JOB No.: 02-601

PAGE 3 OF 3

09/21/04



LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT OF WAY

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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 6285

TITLE: WETLANDS # 4 AND BUFFER # 4

PROJECT: AVONLEA

JOB No.: 02-601

LEGAL DESCRIPTION :

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 S, RANGE 41 E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF GREEN RIVER PARKWAY (120' WIDE) WITH THE SOUTHERLY LINE OF 15TH STREET AND RUN S89°58'55"E ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 468.22 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

1. S89°58'55"E, ALONG THE SOUTHERLY LINE OF 15TH STREET, A DISTANCE OF 296.18 FEET TO A POINT, THENCE
2. S11°23'56"E A DISTANCE OF 40.06 FEET TO A POINT, THENCE
3. S04°40'53"E, A DISTANCE OF 46.79 FEET TO A POINT, THENCE
4. S04°32'25"W, A DISTANCE OF 62.41 FEET TO A POINT, THENCE
5. S36°08'57"W, A DISTANCE OF 64.84 FEET TO A POINT, THENCE
6. S43°46'18"W, A DISTANCE OF 56.25 FEET TO A POINT, THENCE
7. S67°47'57"W, A DISTANCE OF 66.98 FEET TO A POINT, THENCE
8. N80°44'00"W, A DISTANCE OF 30.34 FEET TO A POINT, THENCE
9. S78°38'52"W, A DISTANCE OF 50.20 FEET TO A POINT, THENCE
10. N49°54'55"W, A DISTANCE OF 42.82 FEET TO A POINT, THENCE
11. N13°37'01"W, A DISTANCE OF 35.74 FEET TO A POINT, THENCE

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09/21/04

LICENSE BUSINESS #4942

PAGE 1 OF 3

TITLE: WETLANDS # 4 AND BUFFER # 4
PROJECT: AVONLEA
JOB No.: 02-601

LEGAL DESCRIPTION (CONT.) :

12. N24°43'27"W, A DISTANCE OF 30.13 FEET TO A POINT, THENCE
 13. N23°32'57"W, A DISTANCE OF 44.99 FEET TO A POINT THENCE
 14. N12°08'13"W, A DISTANCE OF 32.13 FEET TO A POINT, THENCE
 15. N13°15'05"W, A DISTANCE OF 41.81 FEET TO A POINT, THENCE
 16. N05°14'29"W, A DISTANCE OF 57.47 FEET TO A POINT, THENCE
 17. N37°43'42"E, A DISTANCE OF 14.22 FEET TO THE POINT OF BEGINNING
- CONTAINING WITHIN SAID BOUNDS 1.60 ACRES, MORE OR LESS

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PAGE 2 OF 3

NOT A SURVEY

NOT TO SCALE

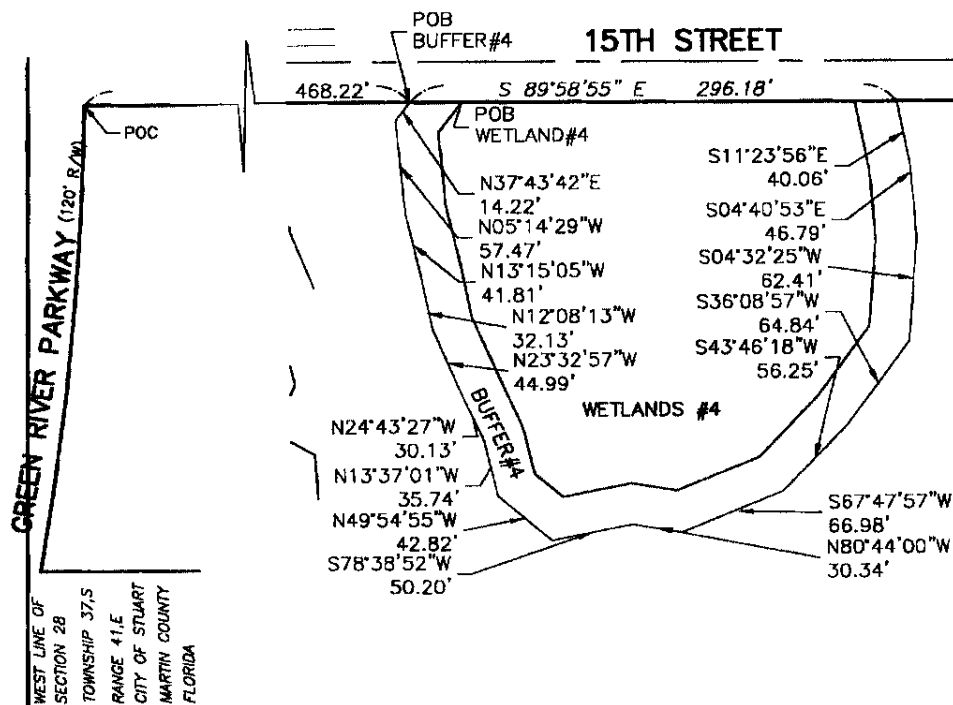
TITLE: WETLANDS # 4 AND BUFFER # 4

PROJECT: AVONLEA

JOB No.: 02-601

PAGE 3 OF 3

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LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT OF WAY

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LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 6285

TITLE: WETLANDS # 5 AND BUFFER # 5

PROJECT: AVONLEA

JOB No.: 02-601

LEGAL DESCRIPTION :

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 37 S, RANGE 41 E IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 37 S, RANGE 41 E, SAID POINT BEING IN THE CENTER LINE OF STATE ROAD 707 AND RUN N89°49'49"E ALONG THE CENTER LINE OF STATE ROAD 707. A DISTANCE OF 396.01 FEET TO A POINT, THENCE N00°15'38"E, A DISTANCE OF 165.00 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 1, AVONLEA, THENCE N89°49'49"E ALONG THE NORTHERLY LINE OF PARCELS 1, 2 AND 3, AVONLEA, A DISTANCE OF 584.34 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE

1. N19°41'59"W, A DISTANCE OF 17.26 FEET TO A POINT, THENCE
2. N22°22'28"W, A DISTANCE OF 88.95 FEET TO A POINT, THENCE
3. N00°45'57"E, A DISTANCE OF 65.35 FEET TO A POINT, THENCE
4. N19°02'52"E, A DISTANCE OF 67.48 FEET TO A POINT, THENCE
5. N30°24'58"E, A DISTANCE OF 85.01 FEET TO A POINT, THENCE
6. N20°26'18"E, A DISTANCE OF 34.13 FEET TO A POINT, THENCE
7. N02°55'44"E, A DISTANCE OF 62.25 FEET TO A POINT, THENCE
8. N08°36'22"E, A DISTANCE OF 73.03 FEET TO A POINT OF CURVATURE, THENCE
9. ALONG AN ARC CURVING TO THE RIGHT WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 100°04'53" AN ARC DISTANCE OF 43.67 FEET TO A POINT OF TANGENCY, THENCE

VELCON GROUP, INC.



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LICENSE BUSINESS #4942

PAGE 1 OF 4

TITLE: **WETLANDS # 5 AND BUFFER # 5**

PROJECT: **AVONLEA**

JOB No.: **02-601**

LEGAL DESCRIPTION (CONT.) :

10. S71°19'09"E, A DISTANCE OF 24.53 FEET TO A POINT, THENCE
11. S47°40'56"E, A DISTANCE OF 36.06 FEET TO A POINT, THENCE
12. S81°14'51"E, A DISTANCE OF 54.67 FEET TO A POINT, THENCE
13. S72°08'30"E, A DISTANCE OF 70.70 FEET TO A POINT, THENCE
14. S77°12'45"E, A DISTANCE OF 47.54 FEET TO A POINT, THENCE
15. N86°45'07"E, A DISTANCE OF 54.57 FEET TO A POINT, THENCE
16. S37°47'37"E, A DISTANCE OF 21.38 FEET TO A POINT, THENCE
17. S01°18'05"E, A DISTANCE OF 39.77 FEET TO A POINT, THENCE
18. S14°22'05"W, A DISTANCE OF 4.58 FEET TO A POINT, THENCE
19. S64°34'59"E, A DISTANCE OF 2.86 FEET TO A POINT, THENCE
20. S75°13'57"E, A DISTANCE OF 22.21 FEET TO A POINT, THENCE
21. S64°03'00"E, A DISTANCE OF 28.21 FEET TO A POINT, THENCE
22. S37°47'37"E, A DISTANCE OF 8.35 FEET TO A POINT, THENCE
23. S26°18'14"E, A DISTANCE OF 30.36 FEET TO A POINT, THENCE
24. S43°38'30"E, A DISTANCE OF 45.18 FEET TO A POINT, THENCE
25. S18°08'26"E, A DISTANCE OF 25.15 FEET TO A POINT, THENCE
26. S62°58'35"E, A DISTANCE OF 40.86 FEET TO A POINT, THENCE

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09/21/04

LICENSE BUSINESS #4942

PAGE 2 OF 4

TITLE: WETLANDS # 5 AND BUFFER # 5

PROJECT: AVONLEA

JOB No.: 02-601

LEGAL DESCRIPTION (CONT.) :

27. S10°36'22"E, A DISTANCE OF 58.79 FEET TO A POINT, THENCE
28. S33°42'26"W, A DISTANCE OF 39.20 FEET TO A POINT, THENCE
29. S39°55'49"W, A DISTANCE OF 25.81 FEET TO A POINT, THENCE
30. S47°13'20"W, A DISTANCE OF 34.72 FEET TO A POINT, THENCE
31. S22°14'05"W, A DISTANCE OF 43.35 FEET TO A POINT, THENCE
32. S42°22'56"W, A DISTANCE OF 25.83 FEET TO A POINT, THENCE
33. S29°58'54"W, A DISTANCE OF 48.95 FEET TO A POINT, THENCE
34. S71°34'22"W, A DISTANCE OF 109.93 FEET TO A POINT, THENCE
35. S48°11'49"W, A DISTANCE OF 51.94 FEET TO A POINT, THENCE
36. S38°46'24"W, A DISTANCE OF 35.78 FEET TO A POINT, THENCE
37. S89°49'49"W, A DISTANCE OF 153.82 FEET TO A POINT, THENCE
38. N51°47'46"W, A DISTANCE OF 80.40 FEET TO A POINT, THENCE
39. N19°41'59"W, A DISTANCE OF 58.44 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREOUT AND THERE FROM, ALL LANDS WITHIN THE RIGHT OF WAY OF STATE ROAD 707.

CONTAINING WITHIN SAID BOUNDS 5.21 ACRES, MORE OR LESS.

VELCON GROUP, INC.



ENGINEERS & SURVEYORS

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09/21/04

PAGE 3 OF 4

APPENDIX B
SURVEY AND LEGAL FOR PRESERVE AREAS A1 AND A2

LEGAL DESCRIPTION

A PARCEL OF LAND FOR PRESERVE A1 LYING IN A PORTION OF LOT 2, NEW AVONLEA P.U.D., AS RECORDED IN PLAT BOOK 17, PAGE 35, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND FOR PRESERVE A1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°58'55" WEST, A DISTANCE OF 109.69 FEET; THENCE SOUTH 00°01'05" WEST, A DISTANCE OF 26.22 FEET; THENCE NORTH 89°58'55" WEST, A DISTANCE OF 23.74 FEET; THENCE NORTH 00°01'05" EAST, A DISTANCE OF 65.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWESTERLY HAVING A RADIUS OF 35.50 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 11°13'10" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 22°28'30", A DISTANCE OF 13.92 FEET; THENCE NORTH 89°58'55" WEST, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 89°58'55" WEST, A DISTANCE OF 117.61 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.50 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 56°15'20" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 67°31'30", A DISTANCE OF 41.84 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°58'55" EAST, A DISTANCE OF 52.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWESTERLY HAVING A RADIUS OF 35.50 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 56°13'10" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 67°31'30", A DISTANCE OF 41.84 FEET TO THE **POINT OF BEGINNING**.

SAID PRESERVE A1 CONTAINING WITHIN SAID BOUNDS 2180 SQUARE FEET (0.050 ACRES)± MORE OR LESS.

PAGE 1 OF 2 NOT VALID WITHOUT PAGE 2 OF 2

JOB No.: 16-158	DRAWN BY: T.C. MULLIN APPROVED BY: R. KEMERSON SCALE: N/A DATE: 05/15/17 FIELD BOOK/PAGES N/A
SHEET: 1 OF 2	

BY:	DATE:	REVISIONS:

**SKETCH AND LEGAL DESCRIPTION
OF PRESERVE A1 FOR
STB OUTDOORS LLC**



VELCON GROUP, INC.
ENGINEERS & SURVEYORS
CERTIFICATE OF AUTHORIZATION NO. LB 4942
702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FLORIDA 34953
PHONE (772) 879-0477 (772) 871-6659
Web Site: www.velcongroup.com

$\Delta = 67^{\circ}31'30''$
 $R = 35.50'$
 $L = 41.84'$
CHB. = N $56^{\circ}15'20''$ E
CHD. = 39.46'

NORTHWOOD SUBDIVISION
(PLATBOOK 1, PAGE 55)

$\Delta = 67^{\circ}31'30''$
 $R = 35.50'$
 $L = 41.84'$
CHB. = S $56^{\circ}13'10''$ E
CHD. = 39.46'

NORTH LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 28

15TH STREET

NE CARDINAL AVENUE
60' R/W

(BASIS OF BEARINGS)
N $89^{\circ}44'58''$ E

S $89^{\circ}58'55''$ E

52.00'

P.O.B.

N $89^{\circ}58'55''$ W
117.61'

N $89^{\circ}58'55''$ W 150.00'

NEW AVONLEA P.U.D.
PRESERVE 9

PRESERVE A1
(2180 sf.)(0.050 ac.)

$\Delta = 22^{\circ}28'30''$
 $R = 35.50'$
 $L = 13.92'$
CHB. = N $11^{\circ}13'10''$ W
CHD. = 13.84'

N $00^{\circ}01'05''$ E
65.22'

N $89^{\circ}58'55''$ W 109.69'
S $00^{\circ}01'05''$ W 26.22'

N $89^{\circ}58'55''$ W
23.74'

P.O.C.
N.E. COR. LOT 2

NEW AVONLEA P.U.D.
(PLAT BOOK 17, PAGE 35)

LOT 2

LEGEND

ac. = ACRES
CHD. = CHORD
CHB. = CHORD BEARING
EX. = EXISTING
HWY. = HIGHWAY
INT. = INTERSECTION
NO. = NUMBER
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
sf. = SQUARE FEET
 Δ = DELTA OF CURVE
R = RADIUS OF CURVE
L = LENGTH OF CURVE

SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE EASTERLY LINE OF LOT 2, PLAT OF NEW AVONLEA P.U.D., AS RECORDED IN PLAT BOOK 17, PAGE 35, MARTIN COUNTY, FLORIDA PUBLIC RECORDS.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOT VALID WITHOUT PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY.



SCALE: 1" = 60'

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 6285

JOB No.:
16-158

DRAWN BY:
T.C. MULLIN
APPROVED BY:
R. KEMERSON
SCALE:
1" = 60'
DATE:
05/15/17
FIELD BOOK/PAGES
N/A

SHEET:
2 OF 2

BY: DATE: REVISIONS:

SKETCH AND LEGAL DESCRIPTION
OF PRESERVE A1 FOR
STB OUTDOORS LLC



VELCON GROUP, INC.
ENGINEERS & SURVEYORS
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PHONE (772) 879-0477 (772) 871-6659
Web Site: www.velcongroup.com

F:\Projects\16-JOBS\16-158 PARCEL SKT-LGL.dwg, LEGAL PRESERVE A2, 5/17/2017 8:52:44 AM, Velcon Group, Inc., (7725) 879-0477

PAGE 1 OF 2 NOT VALID WITHOUT PAGE 2 OF 2

SKETCH AND LEGAL DESCRIPTION
OF PRESERVE A2 FOR
STB OUTDOORS LLC



NORTHWOOD SUBDIVISION
(PLATBOOK 1, PAGE 55)

NORTH LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 28

$\Delta = 67^{\circ}31'30''$
 $R = 35.50'$
 $L = 41.84'$
CHB. = N $56^{\circ}15'20''$ E
CHD. = 39.46'

$\Delta = 67^{\circ}31'30''$
 $R = 35.50'$
 $L = 41.84'$
CHB. = S $56^{\circ}13'10''$ E
CHD. = 39.46'

15TH STREET

NE CARDINAL AVENUE
60' R/W

(BASIS OF BEARINGS)
N $89^{\circ}44'58''$ E

PRESERVE A2
(2180 sf.)(0.050 ac.)

S $89^{\circ}58'55''$ E
52.00'

N $89^{\circ}58'55''$ W
117.61'

$\Delta = 22^{\circ}28'30''$
 $R = 35.50'$
 $L = 13.92'$
CHB. = N $11^{\circ}13'10''$ W
CHD. = 13.84'

P.O.B.

NEW AVONLEA P.U.D.
PRESERVE 9

N $89^{\circ}58'55''$ W 109.69'
S $00^{\circ}01'05''$ W 26.22'

N $89^{\circ}58'55''$ W
23.74'

P.O.C.
N.E. COR. LOT 2

NEW AVONLEA P.U.D.
(PLAT BOOK 17, PAGE 35)

LOT 2

LEGEND

ac. = ACRES
CHD. = CHORD
CHB. = CHORD BEARING
EX. = EXISTING
HWY. = HIGHWAY
INT. = INTERSECTION
NO. = NUMBER
O.R.B. = OFFICIAL RECORD BOOK
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R/W = RIGHT OF WAY
sf. = SQUARE FEET
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L = LENGTH OF CURVE



SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE EASTERLY LINE OF LOT 2, PLAT OF NEW AVONLEA P.U.D., AS RECORDED IN PLAT BOOK 17, PAGE 35, MARTIN COUNTY, FLORIDA PUBLIC RECORDS.

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NOT VALID WITHOUT PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY.

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 6285

JOB No.:
16-158

DRAWN BY:
T.C. MULLIN
APPROVED BY:
R. KEMERSON
SCALE:
1" = 60'
DATE:
05/15/17
FIELD BOOK/PAGES
N/A

SHEET:
2 OF 2

BY: DATE: REVISIONS:

SKETCH AND LEGAL DESCRIPTION
OF PRESERVE A2 FOR
STB OUTDOORS LLC



VELCON GROUP, INC.
ENGINEERS & SURVEYORS
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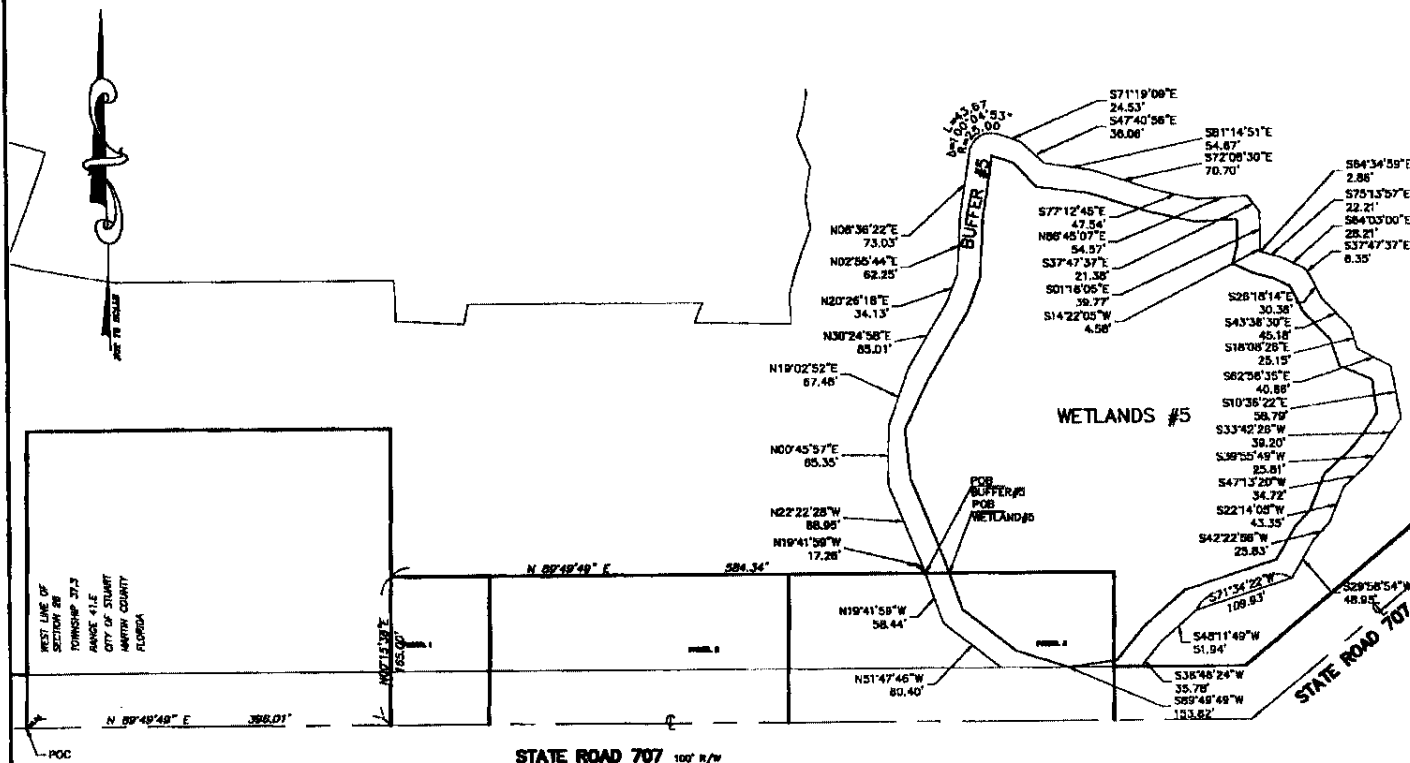
NOT TO SCALE

PROJECT: AVONLEA

JOB No.: 02-601

PAGE 4 OF 4

09/21/04



POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
 Δ CENTRAL ANGLE
R RADIUS
R/W RIGHT OF WAY
CL CENTER LINE
L LENGTH

VELCON GROUP, INC.

**ENGINEERS & SURVEYORS**

702 S.W. PORT ST. LUCIE BLVD.

PORT ST. LUCIE, FLORIDA 34953

(772) 879-0477
(772) 871-6659 (FAX)

LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 6285

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 5/9/2022

Prepared by: Thomas Reetz

Title of Item:

ATLANTIC POINT MARINA – MAJOR URBAN CODE CONDITIONAL USE APPROVAL – (REQUEST FOR CONTINUANCE TO A DATE CERTAIN OF MAY 23, 2022 CCM)

RESOLUTION No. 43–2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL FOR MIDDLE ISLAND MANAGEMENT AND DEVELOPMENT, LLC OWNER OF PROPERTY LOCATED AT 75 NW FLAGLER AVENUE, ADJACENT TO THE ST. LUCIE RIVER, PARALLEL TO NW FLAGLER AVENUE, NORTH DIXIE HIGHWAY, AND THE FEC RAILWAY, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; ALLOWING URBAN DESIGN VARIANCES TO THE URBAN WATERFRONT DISTRICT SUCH AS THE MAXIMUM CUMULATIVE FRONT BUILDING FAÇADE WIDTH OF 160 FEET, THE REQUIREMENT TO PROVIDE ADDITIONAL VISTA REQUIREMENTS FOR A BUILDING FAÇADE 100 FEET OR MORE IN WIDTH, MAXIMUM BUILDING HEIGHT OF THREE STORIES AND 35 FEET, THE REQUIREMENT TO PROVIDE BALCONIES ON THE WATERFRONT SIDE OF A BUILDING, FROM CERTAIN ARCHITECTURAL STANDARDS AND REGULATIONS AND SIDE SETBACKS OF NOT LESS THAN 10 FEET ON EACH SIDE; IN ORDER TO BUILD A BOAT BARN, RESTAURANT, SHIP STORE, BOAT SLIPS, AND ASSOCIATED MARINA USES. PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This is a request to continue an application for a major urban code conditional use approval to facilitate a boat barn, restaurant, ship store, boat slips, and associated marina uses.

Funding Source:

N/A

Recommended Action:

Continue Resolution No.43-2022 Atlantic Point Marina - Major Urban Code Conditional Use Approval to the May 23rd City Commission Meeting.

ATTACHMENTS:

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

Meeting Date: 5/9/2022

Prepared by: Erin Wohlitka

Title of Item:

INDIAN STREET SELF STORAGE DEVELOPMENT (RC):

ORDINANCE No. 2482-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 6.59-ACRE PROPERTY AT 1053 SOUTHEAST INDIAN STREET; LOCATED APPROXIMATELY ONE-HALF MILE EAST OF THE INTERSECTION AT WILLOUGHBY ROAD AND SE INDIAN STREET ON THE NORTH SIDE OF THE ROAD, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE BEE SAFE STORAGE CPUD CONSISTING OF ONE, THREE-STORY, 135,000-SQUARE-FOOT SELF STORAGE BUILDING AND EIGHT, ONE-STORY STORAGE BUILDINGS; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant is requesting an Amendment to a Commercial Planned Urban Development (CPUD) to allow the construction of a three (3)-story, enclosed, 135,000-square-foot storage building and eight (8), one (1)-story storage buildings on a parcel of land located at 1053 SE Indian Street. The subject site is located approximately one-half mile east of the intersection at Willoughby Road and SE Indian Street on the north side of SE Indian Street within the jurisdictional boundaries of the City of Stuart.

At the Local Planning Agency (LPA) meeting on March 10, 2022, the LPA recommended denial of the subject petition to the City Commission with five (5) members recommending denial of the proposal and one (1) member in support of the proposal. The reasons given by the LPA members recommending denial were: (1) not in favor of the reduction in the side setback for the three (3)-story building, (2) the overall size/height and massing of the three (3)-story building, and (3) the use of the subject property as a self-storage facility.

For additional project details, please refer to the attached staff report.

Funding Source:

N/A

Recommended Action:

City staff recommends a motion to approve Ordinance 2482-2022.

ATTACHMENTS:

1. A.1 ORDINANCE 2482-2022
2. A2. EXHIBIT D: ALTA NSPS LAND TITLE BOUNDARY AND TOPOGRAPHIC SURVEY
3. A3. EXHIBIT D SITE PLAN
4. A4. EXHIBIT D LANDSCAPE PLAN

5. A5. EXHIBIT D: FLOOR PLANS
6. A6. EXHIBIT D: EXTERIOR ELEVATIONS
7. A7. EXHIBIT D: PROPOSED SITE LIGHTING
8. A8. EXHIBIT D: CIVIL PLANS
9. A9. EXHIBIT D: TRAFFIC IMPACT ANALYSIS
10. A10. EXHIBIT D: STORMWATER REPORT
11. A11. EXHIBIT D: RULES AND REGULATIONS
12. A12. EXHIBIT D: STORMWATER MANAGEMENT SYSTEM OPERATION AND MAINTENANCE PLAN
13. B1. STAFF REPORT
14. B.2 BACKUP PROJECT RENDERING
15. B3. BACKUP PUBLIC NOTIFICATION AFFIDAVIT
16. B4 BACKUP PROJECT NARRATIVE
17. B5. BACKUP: TURN LANE WARRANT ANALYSIS
18. B6. BACKUP: CPUD AMENDMENT APPLICATION
19. B7. BACKUP: OWNER AUTHORIZATION LETTER
20. B8. BACKUP: ORDINANCE 1578-97
21. B9. BACKUP: ORDINANCE 1579-97
22. B10. BACKUP: ORDINANCE 1580-97
23. B11. BACKUP: FEBRUARY 2, 2022 STAFF COMMENTS



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

ORDINANCE NUMBER 2482-2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 6.59-ACRE PROPERTY OWNED BY MICHAEL NOVIK TRUST AT 1053 SOUTHEAST INDIAN STREET; GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE EAST OF THE INTERSECTION AT WILLOUGHBY ROAD AND SOUTHEAST INDIAN STREET ON THE NORTH SIDE OF THE ROAD, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; ESTABLISHING THE BEE SAFE STORAGE CPUD CONSISTING OF ONE, THREE-STORY, 135,000-SQUARE-FOOT SELF STORAGE BUILDING AND EIGHT, ONE-STORY STORAGE BUILDINGS; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

*** * * * ***

WHEREAS, on May 26th, 1998, the City Commission of the City of Stuart, FL adopted Ordinance 1578-97, providing for the voluntary annexation of a parcel of land at the northeast corner of S.E. Willoughby Boulevard and S.E. Indian Street in Section 16, Township 38 South, Range 41 East, Martin County, FL, upon the petition of the owner thereof; and

WHEREAS, on August 24th, 1998, the City Commission of the City of Stuart, FL adopted Ordinance 1579-97, providing a land use designation of “Commercial” on the City Future Land Use Map of the City Comprehensive Plan for Annexation Parcel #F12; and

WHEREAS, on August 24th, 1998, the City Commission of the City of Stuart, FL adopted Ordinance 1580-97, establishing a zoning classification of Commercial Planned Unit Development (CPUD) for Annexation Parcel #F12; and

WHEREAS, on May 7, 2021, an application was submitted to the City for an amendment to the aforementioned CPUD; and

WHEREAS, the Local Planning Agency board held a properly noticed hearing at a regularly scheduled meeting to consider the applicant’s request to amend the CPUD; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Lucido and Associates representing Bee Safe Storage & Wine Cellar Holdings (contract purchaser) and Michael Novik Trust (property owner), for a 6.59-acre parcel of land located approximately one-half mile east of the intersection at Willoughby Road and SE Indian Street on the north side of SE Indian Street; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for a Major Amendment to the CPUD, 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 CPUD; 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 CPUD development will be in harmony with surrounding properties and their anticipated development; and

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

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 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:

- a. **ALTA/NSPS Land Title Boundary and Topographic Survey, Sheets 1-3, prepared by *Bowman Consulting*, dated 03.10.2021.**
- b. **Site Plan, Bee Safe Storage & Wine Cellar CPUD, Sheet 1 and 2 of 2, by *Lucido & Associates*, dated 04.19.2022.**
- c. **Landscape Plan, Bee Safe Storage & Wine Cellar CPUD, Sheets L1-L4, by *Lucido & Associates*, dated 04.20.2022.**
- d. **Floor Plans, Bee Safe Storage and Wine Cellar, Sheets A101-A104, by *Carmina Wood Morris*, dated 12.06.2021.**
- e. **Exterior Elevations, Bee Safe Storage and Wine Cellar, Sheets A500-A502, by *Carmina Wood Morris*, dated 10.06.2021.**
- f. **Proposed Site Lighting, Bee Safe Storage, Sheet 1 of 1, by *Visual*, dated 10.11.2021.**
- g. **Civil Plans, Bee Safe Storage and Wine Cellar, Sheets C03, C04, C07, C08, C09, C10, C11, by *Bowman Consulting*, dated February 2022.**

- h. Traffic Impact Analysis, 31 pages, by *Bowman Consulting*, dated July 20, 2021.**
- i. Stormwater Report, Bee Safe Self Storage, 42 pages, by *Bowman Consulting*, dated February 8, 2022.**
- j. Rules and Regulations, Bee Safe Storage and Wine Cellar, 4 pages.**
- k. Stormwater Management System Operation and Maintenance Plan, Bee Safe Self Storage, 1 page.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall remain split Commercial (C) and Public (P). The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall remain "CPUD" Commercial Planned Unit Development amended by this ordinance to allow for one enclosed, three-story 135,000-square-foot storage building and eight, one-story self-storage structures.

SECTION 3: This ordinance becomes effective upon adoption.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code.

SECTION 5: 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 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 be effective upon the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

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

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

(The remainder of this page intentionally left blank)

Passed on first reading the ____ day of _____, 2022.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

(The remainder of this page intentionally left blank)

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 COMMERCIAL 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 COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) 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:

Steven Epstein, Successor Trustee of
Michael Novik Trust

By: _____

Print Name: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day
of _____, 2022, by Steven Epstein, Successor Trustee of the Michael Novik Trust.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGEMENT

STATE OF FLORIDA,

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical
presence or ____ online notarization, this ____ day of _____, 2022, by

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: _____

Commission Expires:

Notary Seal:

EXHIBIT A – LEGAL DESCRIPTION

BEE SAFE STORAGE CPUD

TRACT 45, PORT SEWALL, ACCORDING TO OFFICIAL MAP OF SEWALL'S POINT LAND COMPANY PLAT, FILED NOVEMBER 18, 1913, RECORDED IN PLAT BOOK 3, AT PAGE 7, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA;

TOGETHER WITH THE WEST 35 FEET OF THE SOUTH 35 FEET OF TRACT 39, AND THE SOUTH 95 FEET OF TRACT 40, PORT SEWALL, ACCORDING TO OFFICIAL MAP OF SEWALL'S POINT LAND COMPANY PLAT, FILED NOVEMBER 18, 1913, RECORDED IN PLAT BOOK 3, AT PAGE 7, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

CONTAINING 287,050 SQUARE FEET OR 6.59 ACRES, MORE OR LESS.

EXHIBIT B – LOCATION MAP

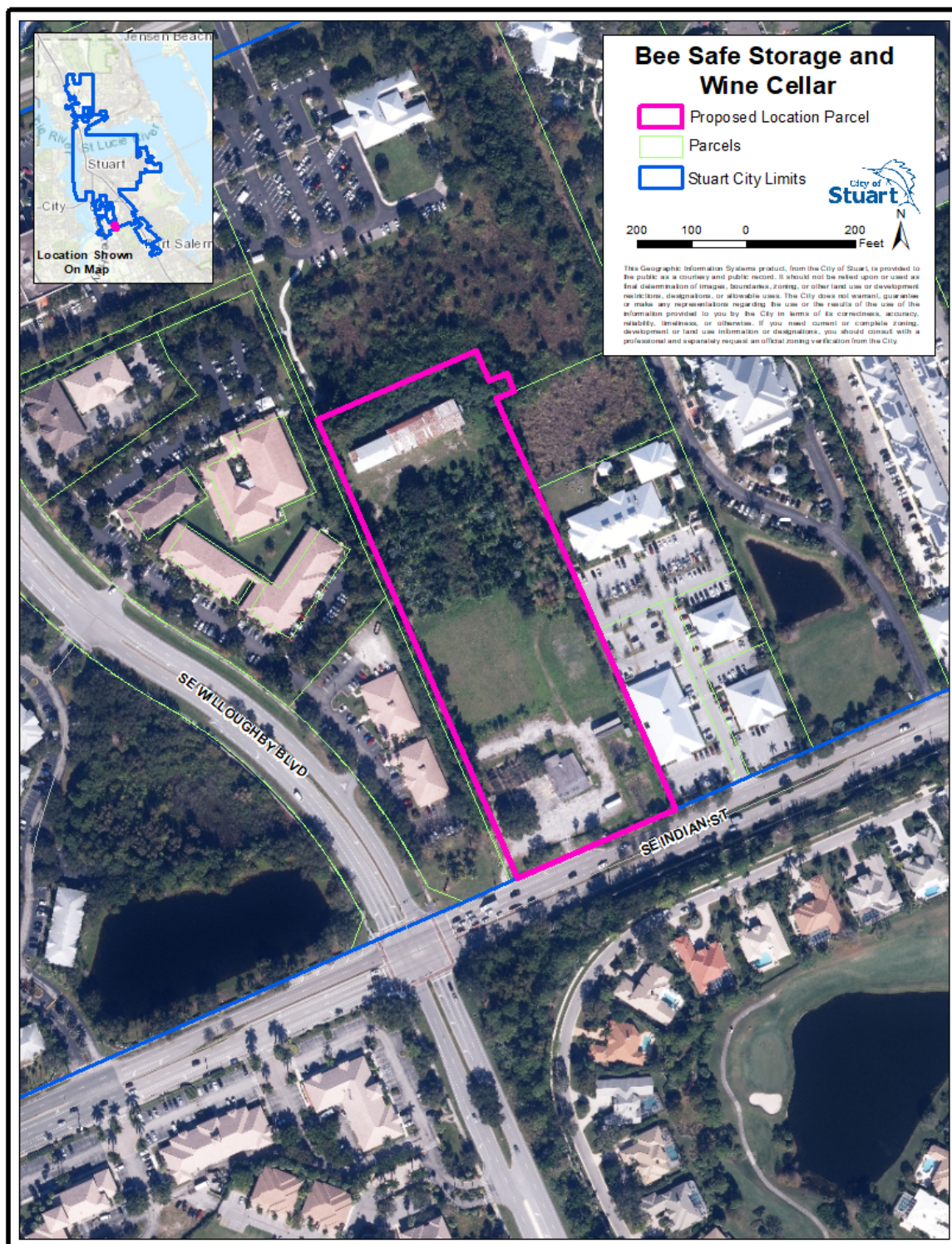


EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

2. The Bee Safe CPUD project and use thereof shall comply with the following drawings and documents:
 - a. ALTA/NSPS Land Title Boundary and Topographic Survey, Sheets 1-3, prepared by *Bowman Consulting*, dated 03.10.2021.
 - b. Site Plan, Bee Safe Storage & Wine Cellar CPUD, Sheet 1 and 2 of 2, by *Lucido & Associates*, dated 04.19.2022.
 - c. Landscape Plan, Bee Safe Storage & Wine Cellar CPUD, Sheets L1-L4, by *Lucido & Associates*, dated 04.20.2022.
 - d. Floor Plans, Bee Safe Storage and Wine Cellar, Sheets A101-A104, by *Carmina Wood Morris*, dated 12.06.2021.
 - e. Exterior Elevations, Bee Safe Storage and Wine Cellar, Sheets A500-A502, by *Carmina Wood Morris*, dated 10.06.2021.
 - f. Proposed Site Lighting, Bee Safe Storage, Sheet 1 of 1, by *Visual*, dated 10.11.2021.
 - g. Civil Plans, Bee Safe Storage and Wine Cellar, Sheets C03, C04, C07, C08, C09, C10, C11, by *Bowman Consulting*, dated February 2022.
 - h. Traffic Impact Analysis, 31 pages, by *Bowman Consulting*, dated July 20, 2021.
 - i. Stormwater Report, Bee Safe Self Storage, 42 pages, by *Bowman Consulting*, dated February 8, 2022.
 - j. Rules and Regulations, Bee Safe Storage and Wine Cellar, 4 pages.
 - k. Stormwater Management System Operation and Maintenance Plan, Bee Safe Self Storage, 1 page.
3. Any modifications to the CPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size,

location and number of parking, location of drainage areas, location of monument and building signage, and location of landscaping may be approved by the City's Development Director; however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

4. The build out date shall be two years from the date that this ordinance is recorded.
5. Photometric plans must be revised to increase foot candle averages near and around storage unit to an average of 2.
6. All on-site lighting shall be cast downward and shielded from adjacent properties.
7. Double dumpster enclosure shall be constructed per City of Stuart specifications.
8. 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 aforementioned manuals, the most restrictive shall apply.
9. Approval by the Public Works 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. Code Compliance rests with the design engineer.
10. A preliminary radio signal strength survey is required and shall be submitted at time of site permit.
11. 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.

12. Consistent with F.S. 163.31801 and prior to the issuance of each building permit, the owner shall pay all applicable impact fees.
13. By acceptance of this development order, the Applicant acknowledges and agrees to abide by the terms of Florida Statute 166.033 pertaining to state and federal agency permits.
14. All work shall conform with the 7th edition of the Florida Fire Prevention Code.
15. Prior to the issuance of a Certificate of Occupancy for each building, an inspection from the Development Department is required.
16. No more than two wall signs and one monument sign shall be permitted on the subject site.
17. Prior to the issuance of the first building permit, the Applicant shall schedule through the Building Department a pre-construction meeting.
18. Outdoor storage of items and vehicles are prohibited on the property.
19. Temporary or freestanding storage units are prohibited on the property once construction is complete.
20. Prior to the issuance of the first Certificate of Occupancy, all landscape buffers shall be installed per the approved landscape plan.
21. The project shall comply with project's tree relocation and mitigation plan, Sht. L2 of L4 by *Lucido and Associates*. The Applicant shall demonstrate compliance with this plan at time of site permit submittal.
22. The developer shall eradicate all invasive vegetation for the entire site to be completed and inspected prior the first building permit being issued.

23. Any tree proposed for onsite relocation that does not survive shall be replaced at a 1/1 ratio per caliper inch, or as otherwise approved by the City's Development Director.
24. Prior to the issuance of the Certificate of Occupancy for each building, all new ground-mounted and rooftop mechanical equipment shall be screened from view, unless otherwise exempted by the City Fire Marshal or the Public Works Department.
25. At no time shall staging of construction vehicles and/or service vehicles occur within a public right-of-way.
26. All gutters, downspouts, vents, and louvers attached to the building shall be painted to match the surface to which it is attached.
27. The Applicant, successors, or assigns shall be responsible for the maintenance of all onsite landscaping, stormwater maintenance, concrete/asphalt/pavers, and all other site elements approved within the Development Documents.
28. Prior to the issuance of the site permit, the Applicant shall submit an updated construction phasing and safety plan for City staff to review. The construction phasing and safety plan shall include all necessary construction zone signage and fencing as required by the City Building Department and will need to be monitored throughout the construction duration and modified as necessary to allow for safe and effective pedestrian and vehicular movement throughout the project. If at any time the contractor wishes to modify the phasing plan, a revised phasing plan shall be submitted to the Building Department for review.
29. The construction, operation, and/or maintenance of any elements of the subject project shall not have any negative impacts on the existing drainage of the surrounding areas. If at any time during the project development it is determined by the City that any of the surrounding areas are experiencing negative drainage impacts caused by the project, it shall be the Applicant's responsibility to resolve said impacts in a period of time and a manner acceptable to the City prior to additional construction activities.

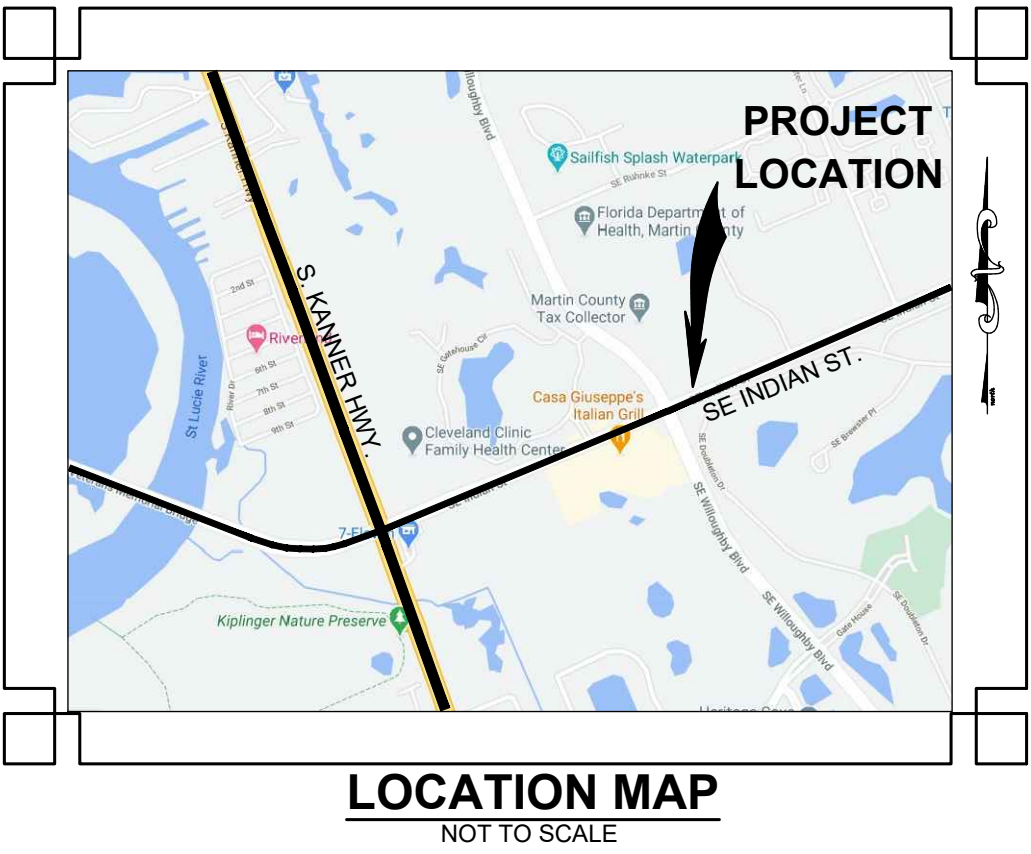
30. Prior to the issuance of a Certificate of Occupancy, the Applicant shall submit all required recorded easements and easement modifications to the City Development Department.
31. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
32. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
33. 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.
34. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.
35. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.
36. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the CPUD's stormwater system is in place and functioning in compliance with all approved plans and specifications.
37. 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.
38. 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 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 Retention Areas

39. All new fences and gates shall be maintained by the Applicant, successors, and assigns.

(The remainder of this page intentionally left blank)

EXHIBIT D – DEVELOPMENT DOCUMENTS



ALTA/NSPS LAND TITLE
BOUNDARY AND TOPOGRAPHIC SURVEY
LYING IN PORT SEWALL (OFFICIAL MAP SEWALL'S POINT LAND CO.)
RECORDED IN PLAT BOOK 3, PAGE 7, PALM BEACH, NOW MARTIN COUNTY PUBLIC RECORDS
AND SECTION 16, TOWNSHIP 38 SOUTH, RANGE 38EAST
MARTIN COUNTY, FLORIDA

LEGAL DESCRIPTION
(PER O.R.B. 1427, PG. 1145)

TRACT 45, PORT SEWALL, ACCORDING TO OFFICIAL MAP OF SEWALL'S POINT LAND COMPANY PLAT, FILED NOVEMBER 18, 1913, RECORDED IN PLAT BOOK 3, AT PAGE 7, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA;

TOGETHER WITH THE WEST 35 FEET OF THE SOUTH 35 FEET OF TRACT 39, AND THE SOUTH 95 FEET OF TRACT 40, PORT SEWALL, ACCORDING TO OFFICIAL MAP OF SEWALL'S POINT LAND COMPANY PLAT, FILED NOVEMBER 18, 1913, RECORDED IN PLAT BOOK 3, AT PAGE 7, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

CONTAINING 287,050 SQUARE FEET OR 6.59 ACRES, MORE OR LESS.

TITLE COMMITMENT:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NUMBER: 10253094, ISSUING OFFICE FILE NUMBER: NO73S01
COMMITMENT DATE: FEBRUARY 12, 2020 @ 1100 P.M.

SCHEDULE B - SECTION II:

- A. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE COMMITMENT DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
NOT A SURVEY MATTER.
1. ANY RIGHTS, INTERESTS OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
NOT A SURVEY MATTER.
2. A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR **2021** AND SUBSEQUENT YEARS.
NOT A SURVEY MATTER.
B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS.
NOT A SURVEY MATTER.
C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND.
NONE PROVIDED.
D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS.
NONE PROVIDED.
E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS.
NOT A SURVEY MATTER.
3. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: *ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS.*
NONE PROVIDED.
4. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY.
NOT A SURVEY MATTER.
5. EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED IN O.R. BOOK 179, PAGE 266, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
DOES NOT AFFECT SUBJECT PROPERTY.
6. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES.
NOT A SURVEY MATTER.

TREE LEGEND				
Tree #	Common Name	DBH	Mult-trunk	Nursery Stock
1	Live Oak	14.5		
2	Live Oak	15		
3	Live Oak	14		
4	Live Oak	26		
5	Live Oak	31		
6	Live Oak	11.5		
7	Mahogany	5.5		
8	Live Oak	9		YES
9	Bald Cypress	7		YES
10	Bald Cypress	7.5		YES
11	Bald Cypress	6		YES
12	Bald Cypress	9		YES
13	Bald Cypress	11		YES
14	Bald Cypress	8		YES
15	Bald Cypress	8		YES
16	Bald Cypress	6.5		YES
17	Bald Cypress	6.5		YES
18	Bald Cypress	6.5		YES
19	Bald Cypress	7.5		YES
20	Bald Cypress	7.5		YES
21	Bald Cypress	8		YES
22	Bald Cypress	7		YES
23	Bald Cypress	7		YES
24	Bald Cypress	5.5		YES
25	Bald Cypress	8		YES
26	Bald Cypress	9.5		YES
27	Bald Cypress	7		YES
28	Bald Cypress	8.5		YES
29	Bald Cypress	10		YES
30	Bald Cypress	7		YES
31	Bald Cypress	7.5		YES
32	Bald Cypress	7		YES
33	Bald Cypress	9		YES
34	Bald Cypress	10		YES
35	Bald Cypress	8		YES
36	Bald Cypress	8		YES
37	Bald Cypress	8.5		YES
38	Bald Cypress	11		YES
39	Bald Cypress	7.5		YES
40	Live Oak	17.5	YES	YES
41	Live Oak	26	YES	YES
42	Live Oak	11.5	YES	YES
43	Live Oak	11	YES	YES
44	Live Oak	18.5	YES	YES
45	Bald Cypress	8		YES
46	Bald Cypress	8		YES
47	Bald Cypress	10		YES
48	Bald Cypress	10		YES
49	Bald Cypress	8		YES
50	Bald Cypress	9		YES
51	Bald Cypress	9		YES
52	Bald Cypress	6		YES
53	Live Oak	4.5		YES
54	Live Oak	16	YES	YES
55	Live Oak	22	YES	
56	Live Oak	17	YES	
57	Live Oak	4.5		
58	Live Oak	17	YES	
59	Live Oak	6		
60	Live Oak	4.5		
61	Live Oak	12	YES	
62	Live Oak	10	YES	
63	Live Oak	4.5		YES
64	Live Oak	5		YES
65	Live Oak	10		YES
66	Live Oak	15.5	YES	YES
67	Live Oak	5.5		YES
68	Live Oak	18		
69	Live Oak	18		
70	Live Oak	6		YES

LEGEND	
ALTA	= AMERICAN LAND TITLE ASSOCIATION
APU	= APPARENT PHYSICAL USE
BTM	= BOTTOM
CBS	= CONCRETE BLOCK AND STUCCO
CMP	= CORRUGATED METAL PIPE
EL	= ELEVATION
F.F.E.	= FINISHED FLOOR ELEVATION
G.P.S.	= GLOBAL POSITIONING SYSTEM
HDPE	= HIGH DENSITY POLYETHYLENE PIPE
INV.	= INVERT
LB	= LICENSED BUSINESS
N/A	= NON APPLICABLE
N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM
NSPS	
O.R.B.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
PCN	= PARCEL CONTROL NUMBER
PG.	= PAGE
RCP	= REINFORCED CONCRETE PIPE
R.T.K.	= REAL TIME KINEMATIC
R/W	= RIGHT-OF-WAY
TYP.	= TYPICAL
U.D.E.	= UTILITY & DRAINAGE EASEMENT
x14.52	= EXISTING ELEVATION
53	= TREE DESIGNATION
●	= SET 5/8" IRON ROD AND CAP STAMPED "BOWMAN CG LB 8030"
○	= FOUND IRON ROD
□	= FOUND CONCRETE MONUMENT
■	= ASPHALT PAVEMENT
▨	= ASPHALT MILLINGS
⌂	= BACKFLOW PREVENTER
⊕	= BENCHMARK
⊙	= BIKE LANE
⊙	= BOLLARD
■	= BRICK PAVYER BLOCKS
■	= BUILDING
■	= CATCH BASIN
⊙	= CLEANOUT
■	= CONCRETE
⌂	= CONCRETE UTILITY POLE
~10~	= CONTOUR ELEVATION
⊕	= ELECTRIC HAND HOLE
⊕	= FIBER OPTIC MARKER
- X -	= FENCE
⌂	= GATE VALVE
⌂	= GUY WIRE & ANCHOR
⌂	= IRRIGATION VALVE OR BOX
⌂	= LIGHT POLE
⌂	= MAILBOX
- OU -	= OVERHEAD UTILITY LINE
⌂	= RISER
⌂	= SEWER VALVE
●	= SIGN
⌂	= STORM MANHOLE
⊕	= WELL
⌂	= WOOD UTILITY POLE

SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. SAID SURVEY MEETS THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (F.A.C.), PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THE BOUNDARY SURVEY SHOWN HEREON WAS PREPARED UTILIZING THE TITLE COMMITMENT AS PROVIDED BY THE CLIENT.
2. THE COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83 / 2011 ADJUSTMENT). THIS REFERENCE WAS ESTABLISHED BY USING TRIMBLE R-10 AND TRIMBLE R-12 GPS RECEIVERS WITH THE TRIMBLE VRS NOW NETWORK AND VERIFIED BY MULTIPLE OCCUPATIONS ON THE PROJECT CONTROL POINTS.
- THE BEARING BASIS SHOWN HEREON REFERS TO THE OBSERVED BEARING OF NORTH 66°17'21" WEST FOR THE NORTHERLY RIGHT-OF-WAY LINE OF INDIAN STREET.
3. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88) AND ARE BASED UPON THE FOLLOWING MARTIN COUNTY BENCHMARK:
- "WILL-IND"
FOUND MARTIN COUNTY PK DISK AND WASHER #4350 SET IN TOP OF CONCRETE CURBED LANDSCAPE ISLAND BULL NOSE IN THE CENTER OF WILLOUGHBY BOULEVARD ON THE SOUTHLERLY SIDE OF INDIAN STREET.
STAMPED "WILL-IND"
ELEVATION - 14.85' (N.A.V.D. 88)
4. THIS SURVEY WAS PERFORMED UTILIZING G.P.S.-R.T.K. PROCEDURES AND TRADITIONAL SURVEY PROCEDURES WITH MULTIPLE MEASUREMENTS ON PROJECT CONTROL POINTS AND HAS A STATISTICAL HORIZONTAL AND VERTICAL POSITIONAL PRECISION OF LESS THAN 0.10 FEET;
5. ALL DISTANCE SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF AND ARE CALCULATED DISTANCES UNLESS OTHERWISE NOTED.
6. THE TREE LOCATIONS SHOWN HEREON WERE LOCATED BY EW CONSULTANTS, INC. BY HAND HELD GPS AND ARE APPROXIMATE.
7. APPARENT PHYSICAL USES:
1) THERE ARE UTILITY POLES, LINES AND ANCHORS ALONG THE SOUTHERLY PROPERTY LINE. NO EASEMENT WAS PROVIDED.
8. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR.
9. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OF PARTIES.
10. TABLE "A" ITEM 3: THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING FLOOD ZONE DESIGNATION "X" PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 12085C0161H, DATED FEBRUARY 19, 2020.
11. TABLE "A" ITEM 6: NO ZONING REPORT WAS PROVIDED.
12. TABLE "A" ITEM 9: THERE ARE NO IDENTIFIABLE PARKING SPACES.
13. TABLE "A" ITEM 16: THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK.
14. TABLE "A" ITEM 17: THERE IS NO OBSERVABLE EVIDENCE OF CHANGES TO RIGHT-OF-WAY. THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
15. TABLE "A" ITEM 18. THERE HAS BEEN NO FIELD DELINEATION OF WELANDS TO LOCATE.

SURVEYOR'S CERTIFICATION:

TO: CIP CONSTRUCTION COMPANY, A NORTH CAROLINA CORPORATION
FOX MCCLUSKEY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1 THROUGH 5, 6(B), 7(A), 8, 9, 13, 16, 17, 18, 19 AND 20 OF TABLE A THEREOF.

PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/NSPS LAND TITLE SURVEYS."

ALSO

I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEVEN N. BRICKLEY
FLORIDA SURVEYOR AND MAPPER
REGISTRATION NO. 6841

MARCH 10, 2021
DATE OF LAST FIELDWORK

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

Bowman
CONSULTING
GROUP, LTD., INC.
PROFESSIONAL SURVEYORS AND MAPPERS: CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS: CERTIFICATE OF AUTHORIZATION NO. 30482

Bowman Consulting Group, Ltd., Inc.
301 S.E. Ocean Blvd., Suite 301
Stuart, FL 34994
Phone: (772) 283-1413
Fax: (772) 220-7881
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

CIP CONSTRUCTION - INDIAN STREET

ALTANSPS LAND TITLE
BOUNDARY AND TOPOGRAPHIC SURVEY

FLORIDA

MARTIN COUNTY

PROJECT NO
010823-01-001

PLAN STATUS

DATE DESCRIPTION

FIELD BOOK PAGE
20-203 61-66
20-204 61-63
20-207 2,3,6,7
CREW: CS,ZV,CP,JS,AA

D.A.L. S.N.B.
DRAWN CHKD

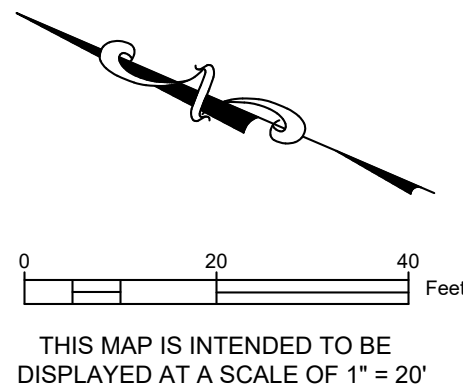
SCALE H: N/A
V: N/A

JOB No. 010823-01-001

DATE MARCH 10, 2021

FILE No.
010823 CIP ALTA

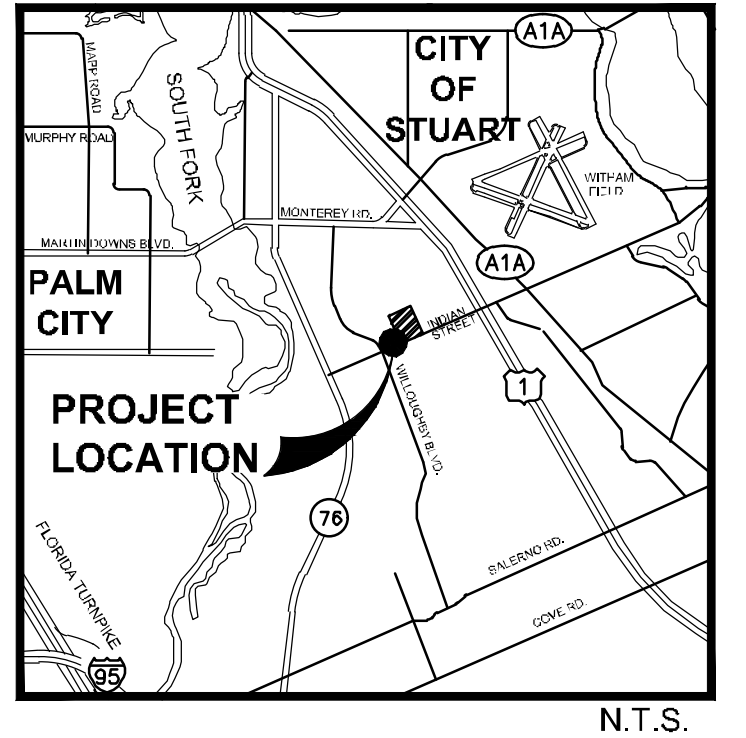
SHEET 1 OF 3



Bowman Consulting Group, Ltd., Inc.
301 S.E. Ocean Blvd., Suite 301
Stuart, FL 34994
Phone: (772) 283-1413
Fax: (772) 220-7881
www.bowmanconsulting.com
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PROJECT NO 010823-01-001	
PLAN STATUS	
DATE	DESCRIPTION
FIELD BOOK	PAGE
20-203	61-66
20-204	61-63
20-207	2,3,6,7
CREW: CS,ZV,CP,JS,AA	
D.A.L. DRAWN	S.N.B. CHKD
SCALE: $\frac{H}{V} = \frac{1"}{N/A} = 20'$	
JOB No. 010823-01-001	
DATE MARCH 10, 2021	
FILE No. 010823 CIP ALTA	
SHEET	2 OF 3

Key / Location:



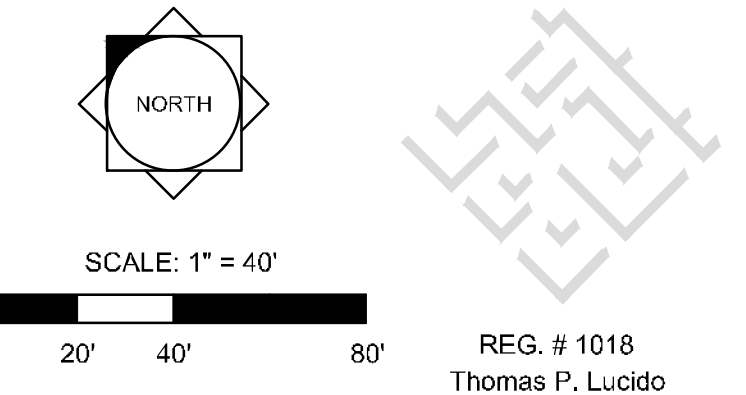
Project Team:

Property Owner:	Michael Novik Trust 14900 Telegraph Road Redford, MI 48239
Client & Property Owner:	Southeast Realty Partners 201 North Elm Street Greensboro, NC 27401
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Bowman Consulting Group, LTD, Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994
Surveyor:	Bowman Consulting Group, LTD, Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994

Bee Safe Storage & Wine Cellar CPUD
Stuart, Florida

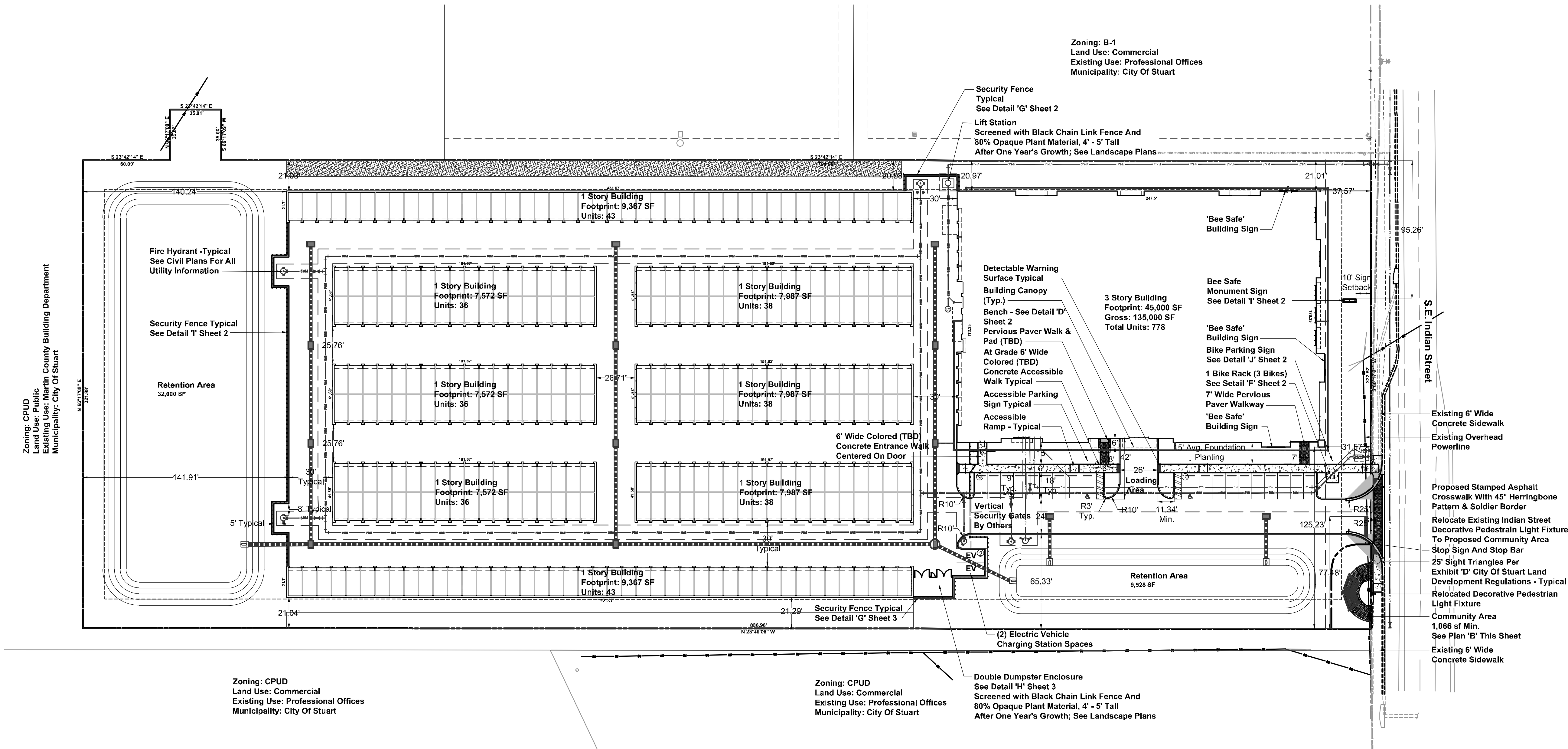
Site Plan

Date	By	Description
12MAY21	SJS	Initial Submittal
18AUG21	SJS	Re-Submittal
28OCT21	SJS	Re-Submittal
11FEB22	SJS	Re-Submittal
23FEB22	SJS	Re-Submittal
4.19.2022	SLS	Re-Submittal

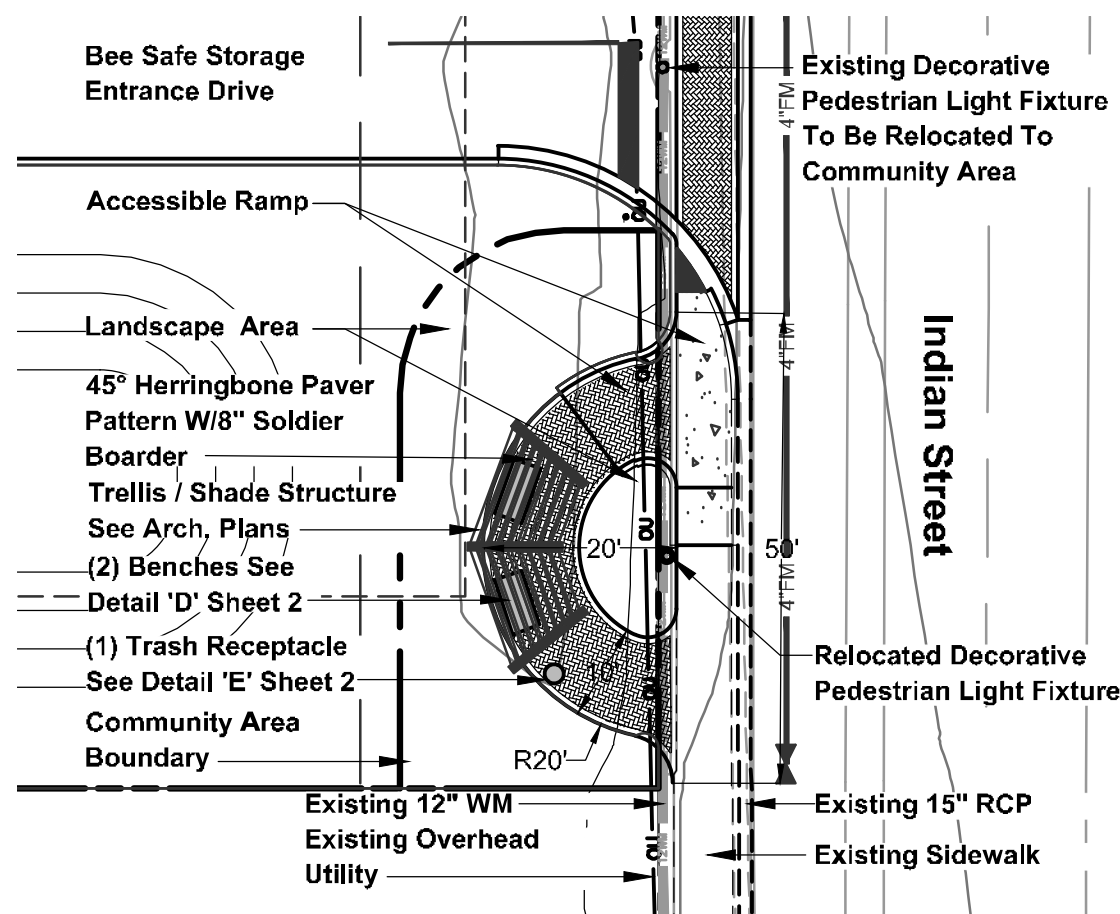


Designer	SJS	Sheet
Manager	DF	
Project Number	20-305	
Municipal Number	---	
Computer File		

1 of 2



A
1 Bee Safe Storage Site Plan
Plan View Scale: 1" = 40'



B
1 Community Area Site Plan
Plan View Scale: 1" = 20'

General Notes:

- All building, parking and access areas shall document compliance with the requirements of the American Disabilities Act prior to the issuance of a building permit.
- Refer to Landscape Plan for landscape details and specifications.
- All exotic plant species shall be removed and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- The applicant will request in writing, prior to any land clearing, that the City of Stuart Development Dept. Perform a field inspection to determine if barricades have been properly installed on the site.
- All signs will comply with the sign regulations at the time of permitting.
- "No Trespass" signs to be posted during construction and displayed at all entrances and exits.
- All building numbers to be no less than four (4) inches tall, illuminated, and not blocked by landscaping.
- Building numbers shall be placed at front and rear entrances.
- Sediment control measures shall be maintained in working order at all times.
- Provisions shall be made to minimize the deposit of sediment by transport vehicles onto public paved surfaces.
- Sediment basin and traps, perimeter dikes, sediment barriers and other measures intended to trap sediment shall be constructed as a first step in any land activity and shall be made functional before land disturbance takes place.
- All public sidewalks are to be a minimum of 6' in width.
- A crime watch contact shall be established on site, to include all residents and businesses.
- Any sidewalk damaged during construction shall be repaired or replaced.
- A/C Units, trash receptacles, back flow preventer, and other above ground utilities shall be screened with landscape per City of Stuart LDR.
- Knox Box key vaults shall be provided as required.
- No permanent trailers shall be permitted on site. A temporary construction trailer shall be allowed during the course construction activities.
- Detectable warning surfaces shall be provided at all sidewalk ramps and crosswalks.

Site Data

Project Name:	Bee Safe Storage & Wine Cellar
Zoning:	CPUD
Future Land Use:	Commercial (6.59ac)
Parcel ID Number (PIN):	38-38-41-002-039-00010-8
Proposed Use:	Warehouse / Mini-Storage
Proposed FAR:	0.68
Total Site Area:	287,060 sf 6.59 ac
Total Building Area:	200,411 sf 4.60 ac
Total Building Footprint:	110,411 sf 2.53 ac
Vehicular Use Area:	73,995 sf 1.69 ac

Master CPUD Agreement Item #5: Impervious Area

Buildings:	110,411 sf	2.53 ac
Pavement & Curb:	73,995 sf	1.69 ac
Sidewalks:	2,183 sf	0.05 ac
Impervious Max. Allowed:	65%	4.28 ac
Impervious Area Provided:	186,589 sf	4.28 ac 65%

CPUD Setback Modification Request Section 2.04.04.E.5

Building	Min. Required Setback	Provided Setback
3 Story Storage	30'	20'

Pervious Area

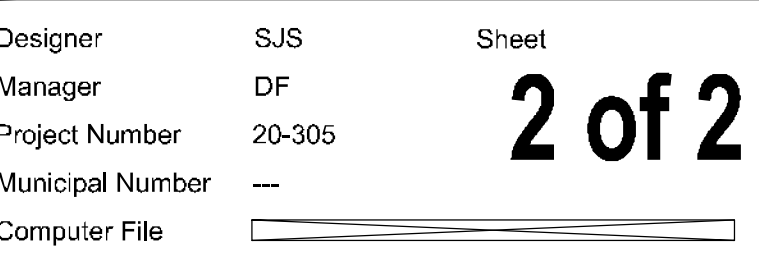
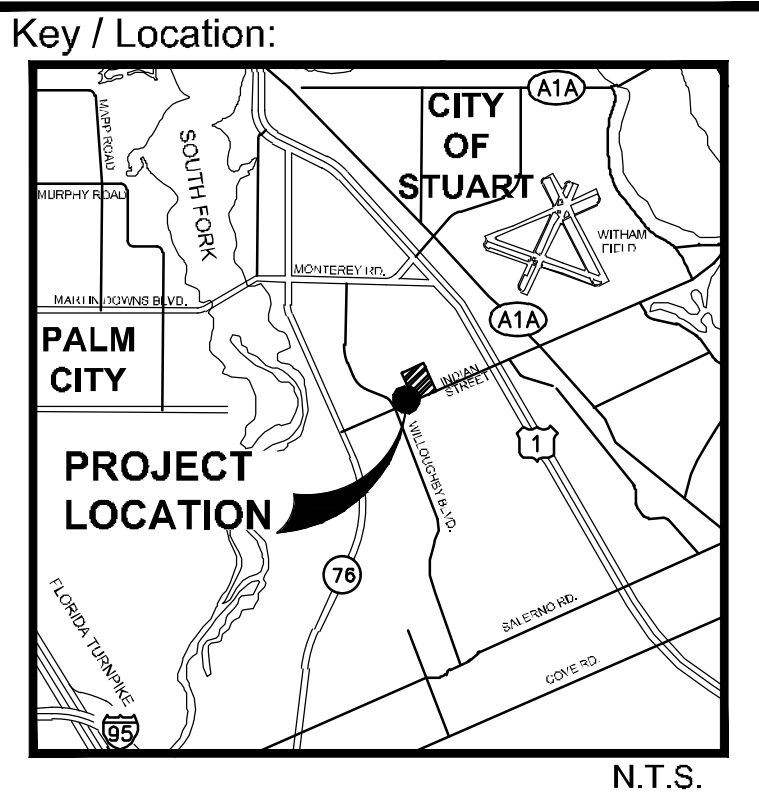
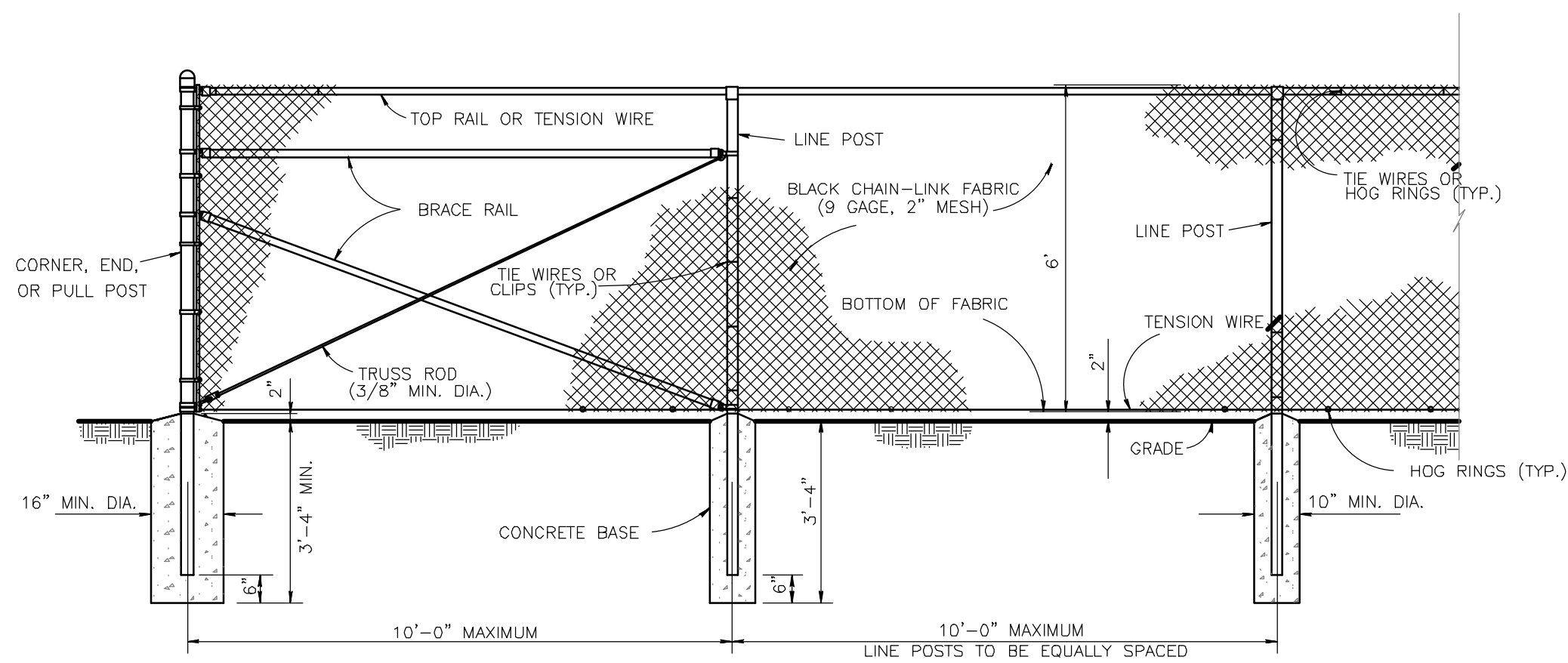
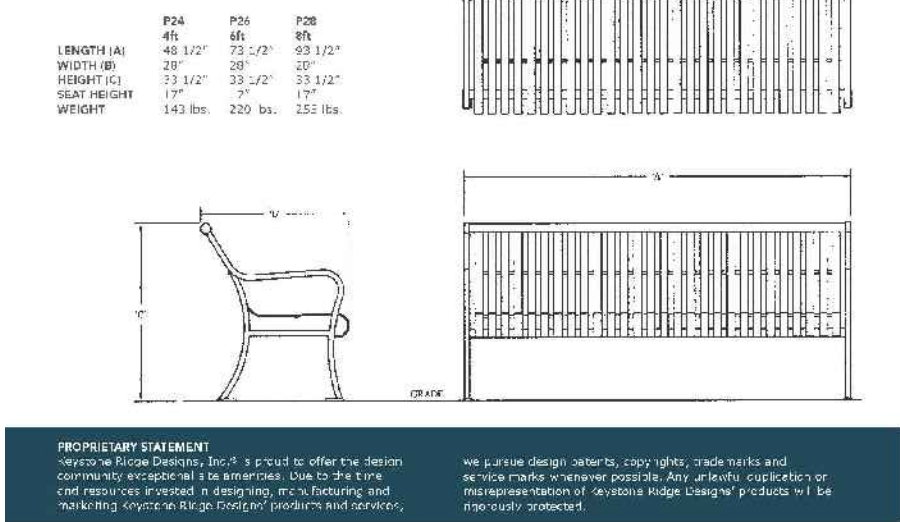
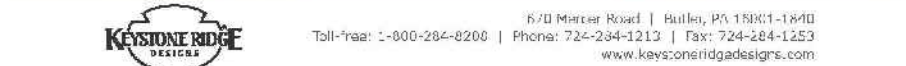
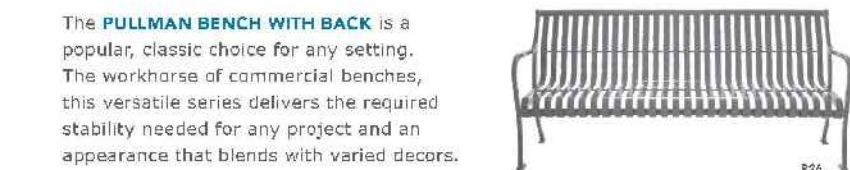
Landscape & Native Vegetation Area:	100,471 sf	2.30 ac
Dry Retention Areas:	41,528 sf	0.96 ac

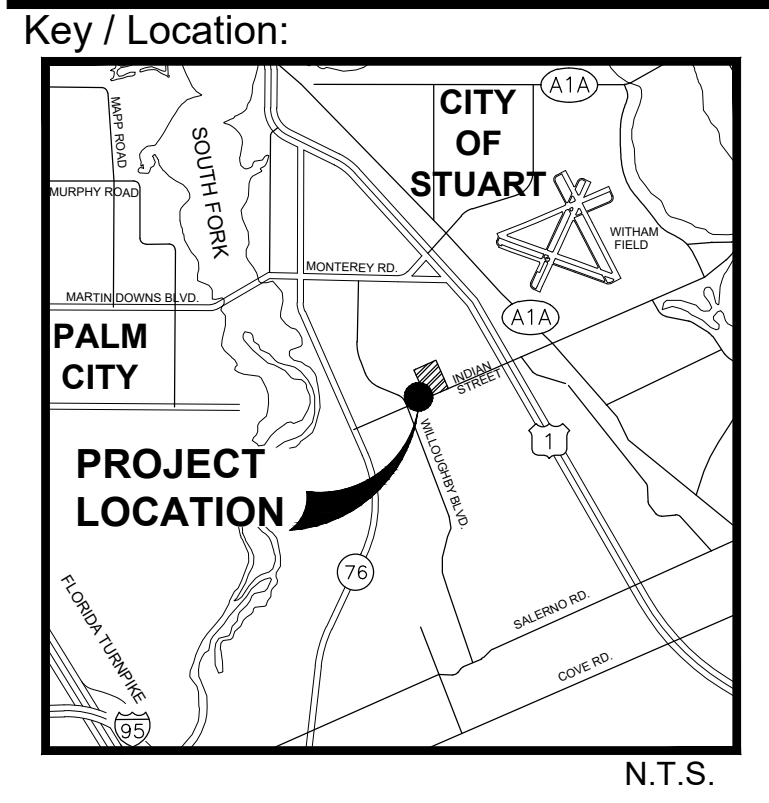
Ordinance 1580-97 Section 7.b Open Space

Open Space Required:	71,765 sf	25%	1.65 ac
Open Space Provided*:	71,780 sf	25%	1.65 ac

*Includes: Landscape with Native Vegetation Areas & Dry Retention Areas

Total Storage Units:	1,124 Units
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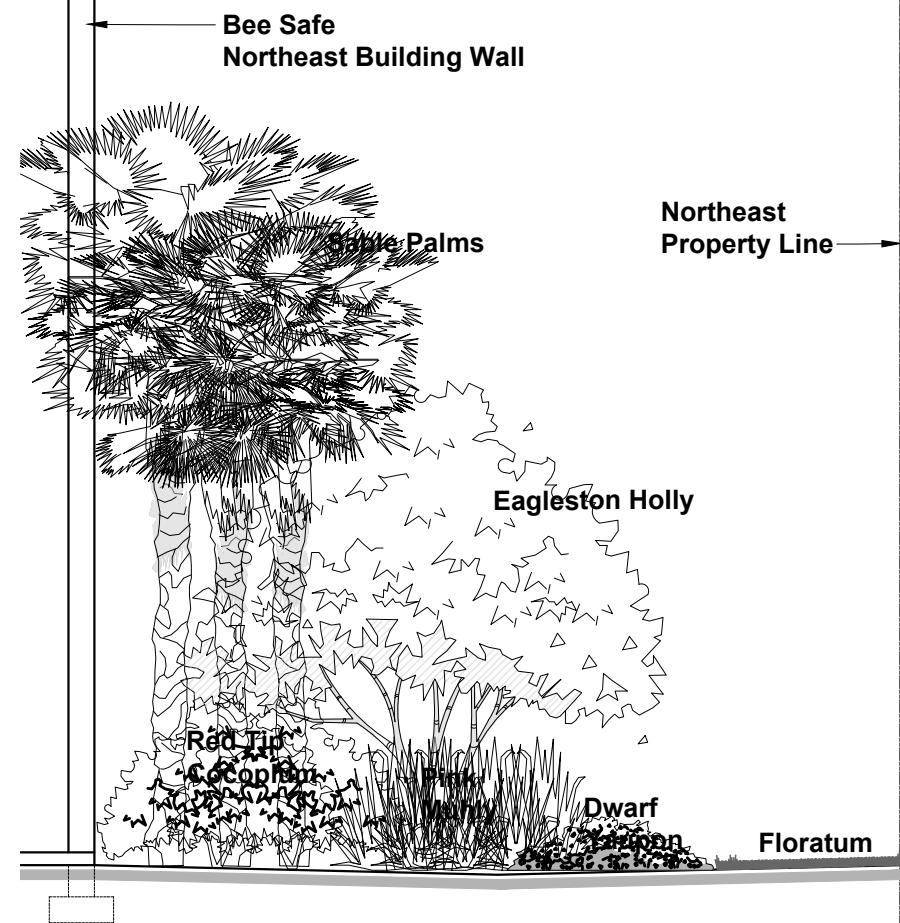
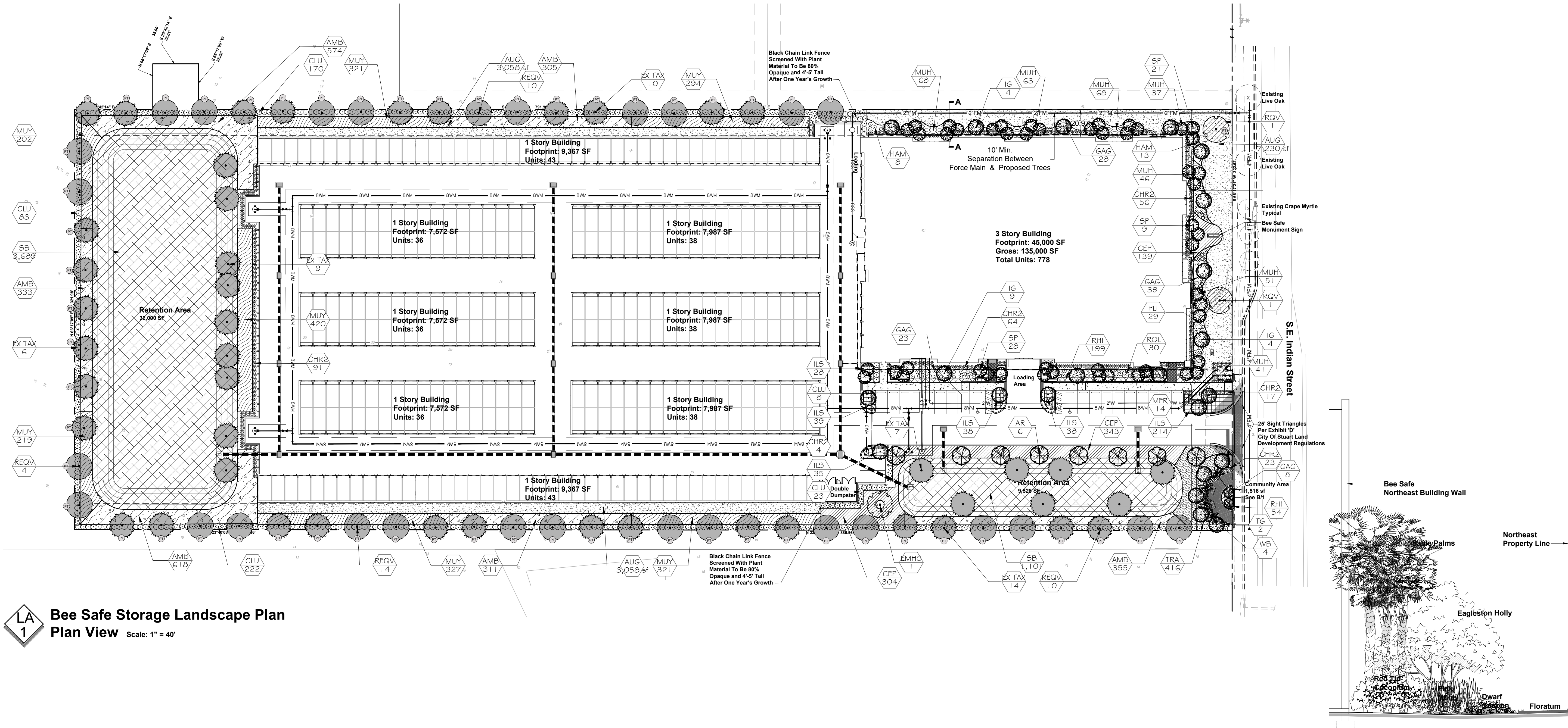
Project Team:

Property Owner:	Michael Novik Trust 14900 Telegraph Road Redford, MI 48239
Client & Property Owner:	Southeast Realty Partners 201 North Elm Street Greensboro, NC 27401
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Bowman Consulting Group, LTD, Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994
Surveyor:	Bowman Consulting Group, LTD, Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994

Bee Safe Storage & Wine Cellar CPUD

Stuart, Florida

Landscape Plan



Bee Safe Storage Landscape Plan

Plan View Scale: 1" = 40'

Landscape Data:

Total Site Area:	287,060 sf. (6.59 Ac.)	(Exceed minimum stalls by 5 x 100sf = 500 sf of additional landscaping)	500 sf	N/A
Total Developed Area:	287,060 sf. (6.59 Ac.)	(For each additional 500sf of impervious area for additional stall one tree shall be provided. 5x162sf= 810 sf/ 500= 1 tree)	1 tree	N/A
Existing Use:	Vacant			
Proposed Use:	Storage Facility			
Zoning:	CPUD			
Future Land Use Designation:	Commercial			
Minimum Number of Required Trees (287,060 / 2,500)	115 trees			
Trees Provided (25 palms (50 palms / 2))	117 trees			
Sec. 6.04.02. General Provisions	Required	Provided		
A1. At least 50% of all required landscaping shall collectively consist of native vegetation	50%	100%		
A1. No one tree shall exceed 25% of the the minimum number of trees required	Cannot exceed 29 trees	Maximum of 29 Trees		
A2. Not less than 50% of all trees to meet requirements shall be shade trees	Minimum of 58 shade trees	Provided 151 shade trees		
Sec. 6.04.02. General Provisions				
B.1 Not less than 20% of the total gross area of a development shall be landscaped	57,412 sf.	99,339 sf.		
B.2. Not less than 50 percent of the required landscaping for a major development shall be interior landscaping	28,706 sf	66,772 sf		

C.5. Interior islands shall contain one shade tree (5 interior islands= 5 shade trees)	5 shade trees	5 shade trees
C.6. Terminal islands shall contain one shade tree (5 terminal islands= 5 shade trees)	5 shade trees	5 shade trees
C.8. Not less than 50% of trees used in parking area interior landscaping shall be shade trees. (5 interior trees at parking)	5 shade trees	5 shade tree
Sec. 6.04.08 Development Landscaping Requirements		
C. One existing or planted tree for every 2,500 sf of development site area + One tree for additional parking stalls	115 trees	151 trees
C. Not less than 20% of the development site shall be landscaped	57,412 sf	99,339 sf
Sec. 6.04.05 Xeriscape Landscaping		
1. Min. 50 Points Required		
1. Utilization of moisture-sensing controller other than rain-sensor override device.		5 Points
2. Plan submitted with low, moderate and high water usage zones indicated on the landscape plan. (See general irrigation note 1).		5 Points
3. Grasses: 51% or more of the grass areas are made up of drought tolerant grass species from the list		10 Points
4. Shrubs: 51% percent or more of the required shrubs are made up of drought-tolerant species from the list.		10 Points
5. Trees: 51% or more than the required trees are made up of drought-tolerant species from the list.		10 Points
6. Utilization of compacted mulched planting beds at least 3" deep. No cypruss mulch.		10 Points
Total:		50 Points

PLANT SCHEDULE 1									
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINERS	HEIGHT	WIDTH	NOTES	NATIVE
AR	6	1	Acer rubrum	Red Maple	60G	14' HT	7' SP	F, SP	Native
IG	22	1	Ilex x attenuata 'Eagleston'	Eagleston Holly	100G	16' HT	8' SP	4' CT, F, SP	Native
RECV	28	1	Quercus virginiana	Existing Southern Live Oak	-	-	-	-	Native
RDV	2	1	Quercus virginiana	Southern Live Oak	-	-	-	-	Native
SP	50	1	Sabal palmetto	Sabal Palm	FG	20' CT	-	NOV CAL, SP	Native
EMHG	1	1	Eucalyptus marginata	Manzanilla	-	-	-	-	Native
EX TAX	46	1	Taxodium distichum	Bald Cypress	-	-	-	-	Native
TG	2	1	Tibouchina grandifolia	Purple Glory Tree	25G	6' HT	4' W	SP	Non-native
WB	4	1	Wolpelia ibarata	Florida Palm	FG	16' - 18' HT, 6' GW	-	Full Sun, 6' - 8' GW	Non-native
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINERS	HEIGHT	WIDTH	NOTES	NATIVE
CHRD	360	1	Chrysanthemum 'Red Tip'	Red Tip Chrysanthemum	3G	24' HT	24' W	F, SP	Native
CLU	500	1	Clusia guianensis	Small Leaf Clusia	15G	5' HT	4' W	FTB	Non-native
GAG	84	1	Gaillardia x grandifolia	Thyris	3G	24' HT	18' W	F	Non-native
HAM	18	1	Hamelia patens 'Compacta'	Dwarf Firebush	3G	30' HT	30' W	FTB	Non-native
MFR	14	1	Myrsine laevis	Savanna Sedge	7G	4' HT	3' W	FTB, SP	Native
PL	25	1	Plumbago auriculata 'Impatiens Blue'	Plumbago	3G	24' HT	24' W	F, SP	Non-native
ROL	30	1	Rondeletia odorata	Plumosa Rose 'Pink'	3G	24' HT	24' W	FTB, SP	Non-native
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINERS	HEIGHT	WIDTH	NOTES	NATIVE
MBH	508	1	Muhlenbergia capillaris	Pink Muhly	3G	18' GA	-	F	Native
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINERS	HEIGHT	WIDTH	NOTES	NATIVE
AMB	2,408	1	Andropogon scoparius	American Broomgrass	3G	10-12" (MAX)	-	-	Native
CEP	1,027	1	Cortaderia selloana 'Elegantissima'	Elegantissima Pampas Grass	1G	10' HT	10' SP	Full	Non-native
ILS	409	1	Ilex vominifolia 'Stokes Dwarf'	Dwarf Yaupon	1G	12" HT	12" W	Full	Native
MUY	2,104	1	Muhlenbergia capillaris	Muhly Grass	3G	24" GA	-	F	Native
RBI	253	1	Rondeletia odorata	Dwarf Indian Hawthorn	1G	10' HT	12" W	Full	Non-native
SB	4,790	1	Sporobolus airoides	Sand Cordgrass	3G	24" GA	36"	-	Native
AUG	14,075	1	Andropogon scoparius 'Thompson'	Thompson St. Andropogon Grass	50G	-	-	-	Native
TRA	424	1	Tripsacum dactyloides nana	Dwarf Falsedaisy Grass	3G	10-12" (MAX)	18" SP	-	Native

Date	By	Description
12MAY21	SJS	Initial Submittal
18AUG21	SJS	Re-Submittal
21OCT21	SJS	Re-Submittal
16DEC21	SJS	Re-Submittal
11FEB22	SJS	Re-Submittal
20April22	PG	Re-Submittal

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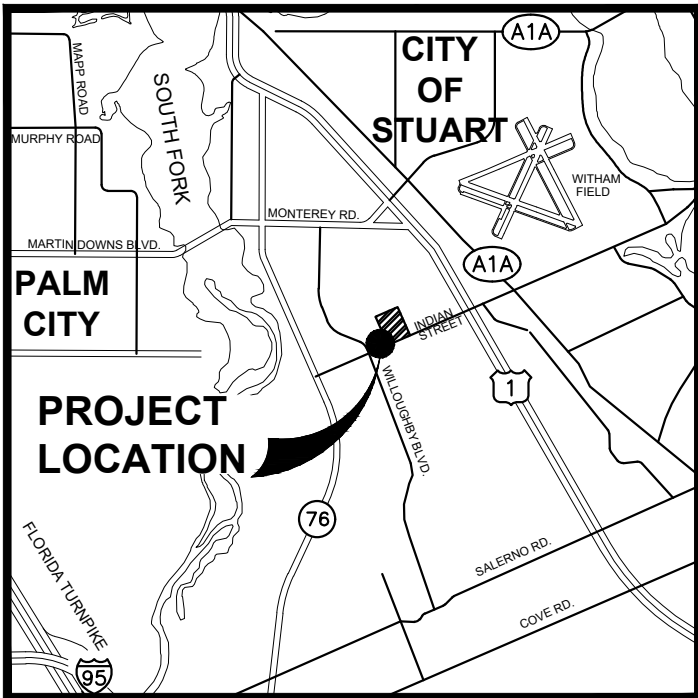
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REG. # 1018
Thomas P. Lucido

Designer	SJS	Sheet
Manager	DF	L1 of L4
Project Number	20-305	
Municipal Number	---	
Computer File		

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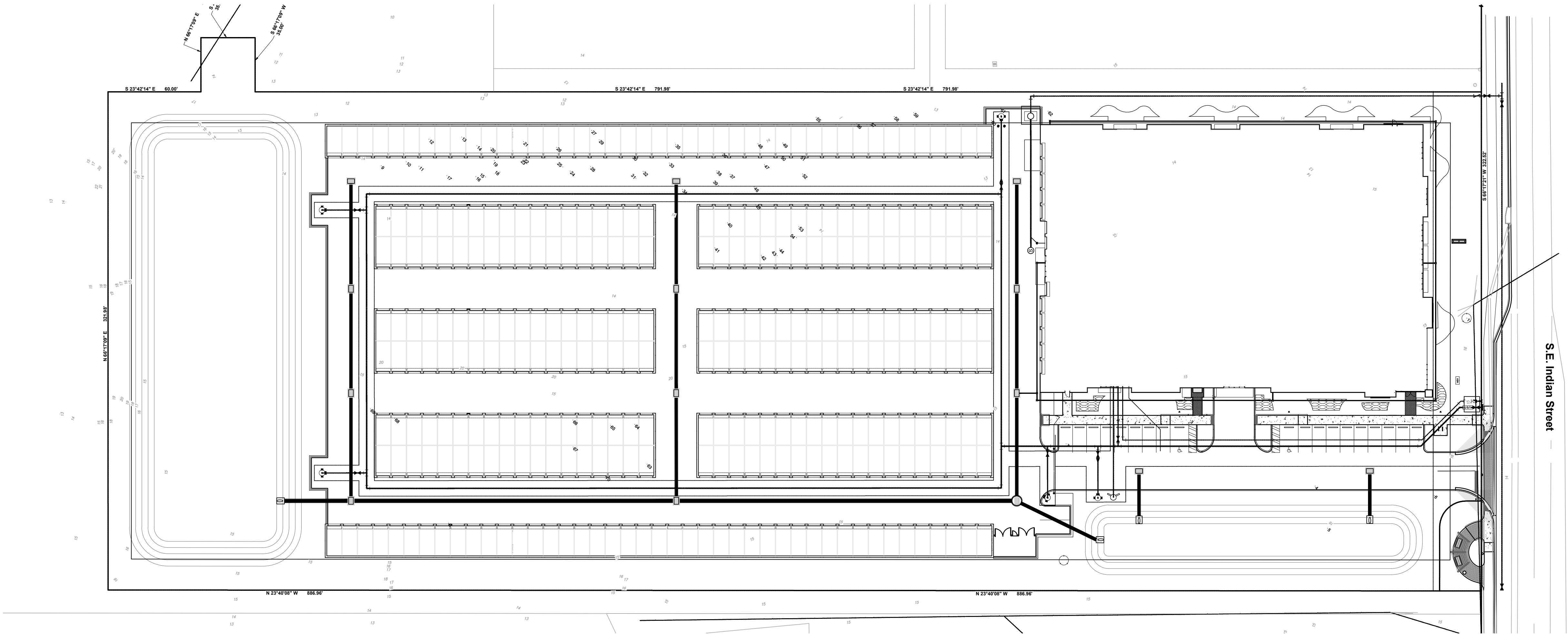
Key / Location:



N.T.S.

Project Team:

Property Owner:	Michael Novik Trust 14900 Telegraph Road Redford, MI 48239
Client & Property Owner:	Southeast Realty Partners 201 North Elm Street Greensboro, NC 27401
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Bowman Consulting Group, LTD, Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994
Surveyor:	Bowman Consulting Group, LTD, Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994



A
L2 Bee Safe Storage Tree Relocation Plan
Plan View Scale: 1" = 40'

Tree #	Common Name	DBH	Mult-trunk	Nursery Stock
1	Live Oak	14.5		
2	Live Oak	15		
3	Live Oak	14		
4	Live Oak	26		
5	Live Oak	31		
6	Live Oak	11.5		
7	Mahogany	5.5		
8	Live Oak	9		
9	Bald Cypress	7	YES	
10	Bald Cypress	7.5	YES	
11	Bald Cypress	6	YES	
12	Bald Cypress	9	YES	
13	Bald Cypress	11	YES	
14	Bald Cypress	8	YES	
15	Bald Cypress	8	YES	
16	Bald Cypress	6.5	YES	
17	Bald Cypress	6.5	YES	
18	Bald Cypress	6.5	YES	
19	Bald Cypress	7.5	YES	
20	Bald Cypress	7.5	YES	
21	Bald Cypress	8	YES	
22	Bald Cypress	7	YES	
23	Bald Cypress	7	YES	
24	Bald Cypress	5.5	YES	
25	Bald Cypress	8	YES	
26	Bald Cypress	8.5	YES	
27	Bald Cypress	7	YES	
28	Bald Cypress	8.5	YES	
29	Bald Cypress	10	YES	
30	Bald Cypress	7	YES	
31	Bald Cypress	7.5	YES	
32	Bald Cypress	7	YES	
33	Bald Cypress	9	YES	
34	Bald Cypress	10	YES	
35	Bald Cypress	8	YES	
36	Bald Cypress	8	YES	
37	Bald Cypress	8.5	YES	
38	Bald Cypress	11	YES	
39	Bald Cypress	7.5	YES	
40	Live Oak	17.5	YES	
41	Live Oak	26	YES	
42	Live Oak	11.5	YES	
43	Live Oak	11	YES	
44	Live Oak	18.5	YES	
45	Bald Cypress	8	YES	
46	Bald Cypress	10	YES	
47	Bald Cypress	8	YES	
48	Bald Cypress	10	YES	
49	Bald Cypress	8	YES	
50	Bald Cypress	9	YES	
51	Bald Cypress	9	YES	
52	Bald Cypress	6	YES	
53	Live Oak	4.5	YES	
54	Live Oak	16	YES	
55	Live Oak	22	YES	
56	Live Oak	17	YES	
57	Live Oak	4.5	YES	
58	Live Oak	17	YES	
59	Live Oak	6	YES	
60	Live Oak	4.5	YES	
61	Live Oak	12	YES	
62	Live Oak	10	YES	
63	Live Oak	4.5	YES	
64	Live Oak	5	YES	
65	Live Oak	10	YES	
66	Live Oak	15.5	YES	
67	Live Oak	5.5	YES	
68	Live Oak	18	YES	
69	Live Oak	6	YES	
70	Live Oak	6	YES	

B
L2 Bee Safe Storage Existing Tree Legend

TAG#	TYPE	MIT REQ	DBH	RELOCATED / REMAIN	TREE RELOCATION DATA --- BEE SAFE STORAGE & WINE CELLAR CPUD
1	Live Oak	Yes	14.5	Remain In Place	1. SLASH PINES QTY INCHES 2. OTHER TREES QTY INCHES
2	Live Oak	Yes	15	Yes	Trees Relocated: 0 0"
3	Live Oak	Yes	14	Yes	If Mitigated / Required: 0" 591"
4	Live Oak	Yes	26	Yes	Trees Relocated: 706.5"
5	Live Oak	Yes	31	Yes	Trees To Remain In Place: 24.5"
6	Live Oak	Yes	11.5	Yes	
7	Mahogany	No	5.5	Yes	
8	Live Oak	No	9	Yes	
9	Bald Cypress	No	7	Yes	
10	Bald Cypress	No	7.5	Yes	
11	Bald Cypress	No	6	Yes	
12	Bald Cypress	No	9	Yes	
13	Bald Cypress	No	11	Yes	
14	Bald Cypress	No	8	Yes	
15	Bald Cypress	No	8	Yes	
16	Bald Cypress	No	6.5	Yes	
17	Bald Cypress	No	6.5	Yes	
18	Bald Cypress	No	6.5	Yes	
19	Bald Cypress	No	7.5	Yes	
20	Bald Cypress	No	7.5	Yes	
21	Bald Cypress	No	8	Yes	
22	Bald Cypress	No	7	Yes	
23	Bald Cypress	No	7	Yes	
24	Bald Cypress	No	5.5	Yes	
25	Bald Cypress	No	8	Yes	
26	Bald Cypress	No	9.5	Yes	
27	Bald Cypress	No	7	Yes	
28	Bald Cypress	No	8.5	Yes	
29	Bald Cypress	No	10	Yes	
30	Bald Cypress	No	7	Yes	
31	Bald Cypress	No	7.5	Yes	
32	Bald Cypress	No	7	Yes	
33	Bald Cypress	No	9	Yes	
34	Bald Cypress	No	10	Yes	
35	Bald Cypress	No	8	Yes	
36	Bald Cypress	No	8	Yes	
37	Bald Cypress	No	8.5	Yes	
38	Bald Cypress	No	22	Yes	
39	Bald Cypress	No	7.5	Yes	
40	Live Oak	No	17.5	Yes	
41	Live Oak	No	26	Yes	
42	Live Oak	No	11.5	Yes	
43	Live Oak	No	11	Yes	
44	Live Oak	No	18.5	Yes	
45	Bald Cypress	No	8	Yes	
46	Bald Cypress	No	8	Yes	
47	Bald Cypress	No	10	Yes	
48	Bald Cypress	No	10	Yes	
49	Bald Cypress	No	8	Yes	
50	Bald Cypress	No	9	Yes	
51	Bald Cypress	No	9	Yes	
52	Bald Cypress	No	6	Yes	
53	Live Oak	No	4.5	Yes	
54	Live Oak	No	16	Yes	
55	Live Oak	Yes	22	Yes	
56	Live Oak	Yes	17	Yes	
57	Live Oak	Yes	4.5	Yes	
58	Live Oak	Yes	17	Yes	
59	Live Oak	Yes	6	Yes	
60	Live Oak	No	4.5	Yes	
61	Live Oak	Yes	12	Yes	
62	Live Oak	Yes	10	Remain In Place	
63	Live Oak	No	4.5	Yes	
64	Live Oak	No	5	Yes	
65	Live Oak	No	10	Yes	
66	Live Oak	No	15.5	Yes	
67	Live Oak	No	5.5	Yes	
68	Live Oak	Yes	18	Yes	
69	Live Oak	Yes	18	Yes	
70	Live Oak	No	6	Yes	

C
L2 Bee Safe Storage Tree Relocation Requirements

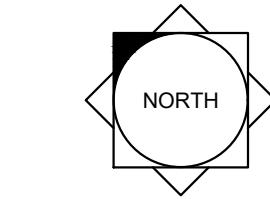
Inches Required: 591"
Trees Relocated: 706.5"
Trees To Remain In Place: 24.5"
Total Trees Relocated / Remain: 731"

D
L2 Bee Safe Storage Tree Mitigation

Bee Safe Storage & Wine Cellar CPUD
Stuart, Florida

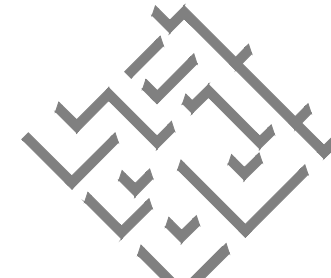
Tree Relocation Plan

Date	By	Description
12MAY21	SJS	Initial Submittal
18AUG21	SJS	Re-Submittal
21OCT21	SJS	Re-Submittal
16DEC21	SJS	Re-Submittal
11FEB22	SJS	Re-Submittal



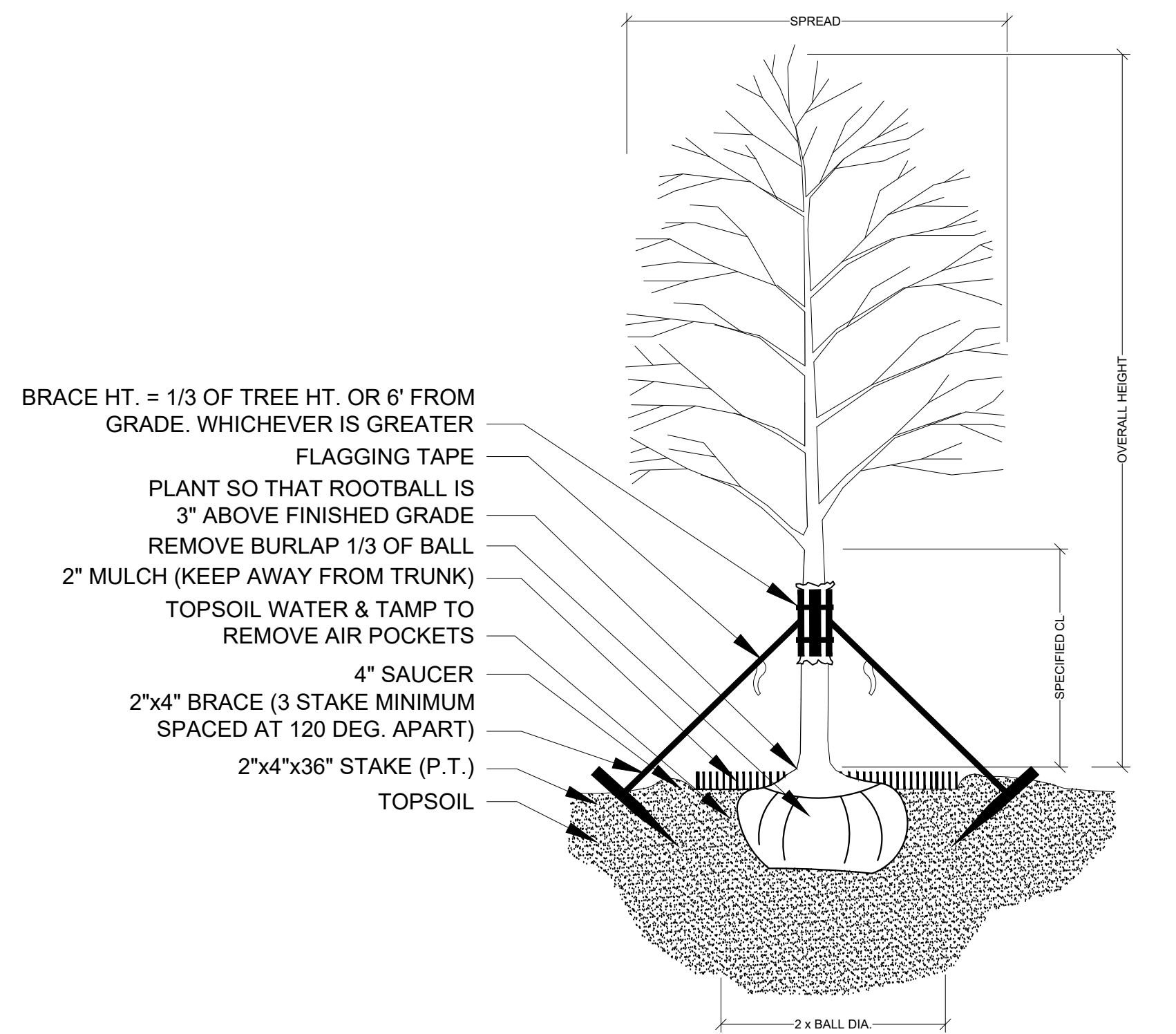
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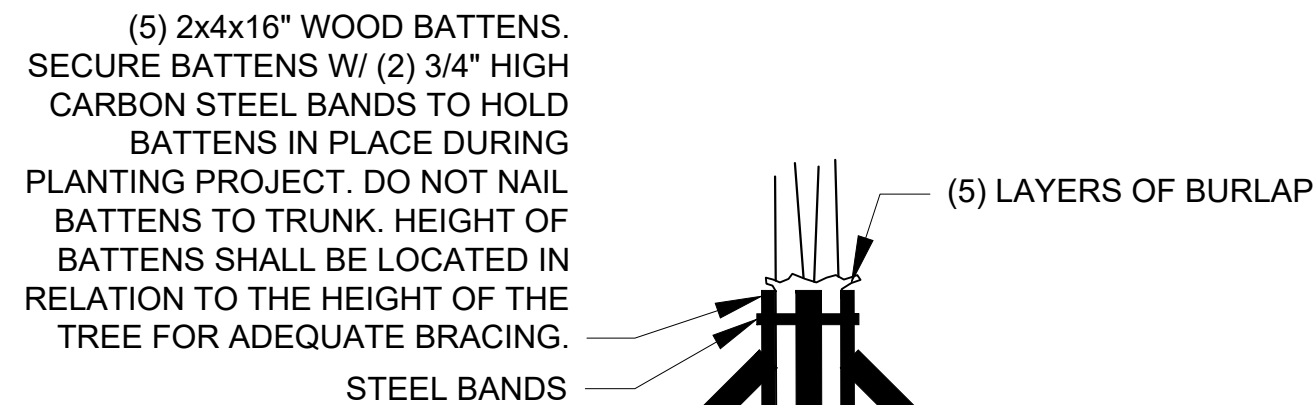


REG. # 1018
Thomas P. Lucido

Designer	SJS	Sheet
Manager	DF	L2 of L4
Project Number	20-305	
Municipal Number	---	
Computer File		



TREE PLANTING & STAKING
NOT TO SCALE

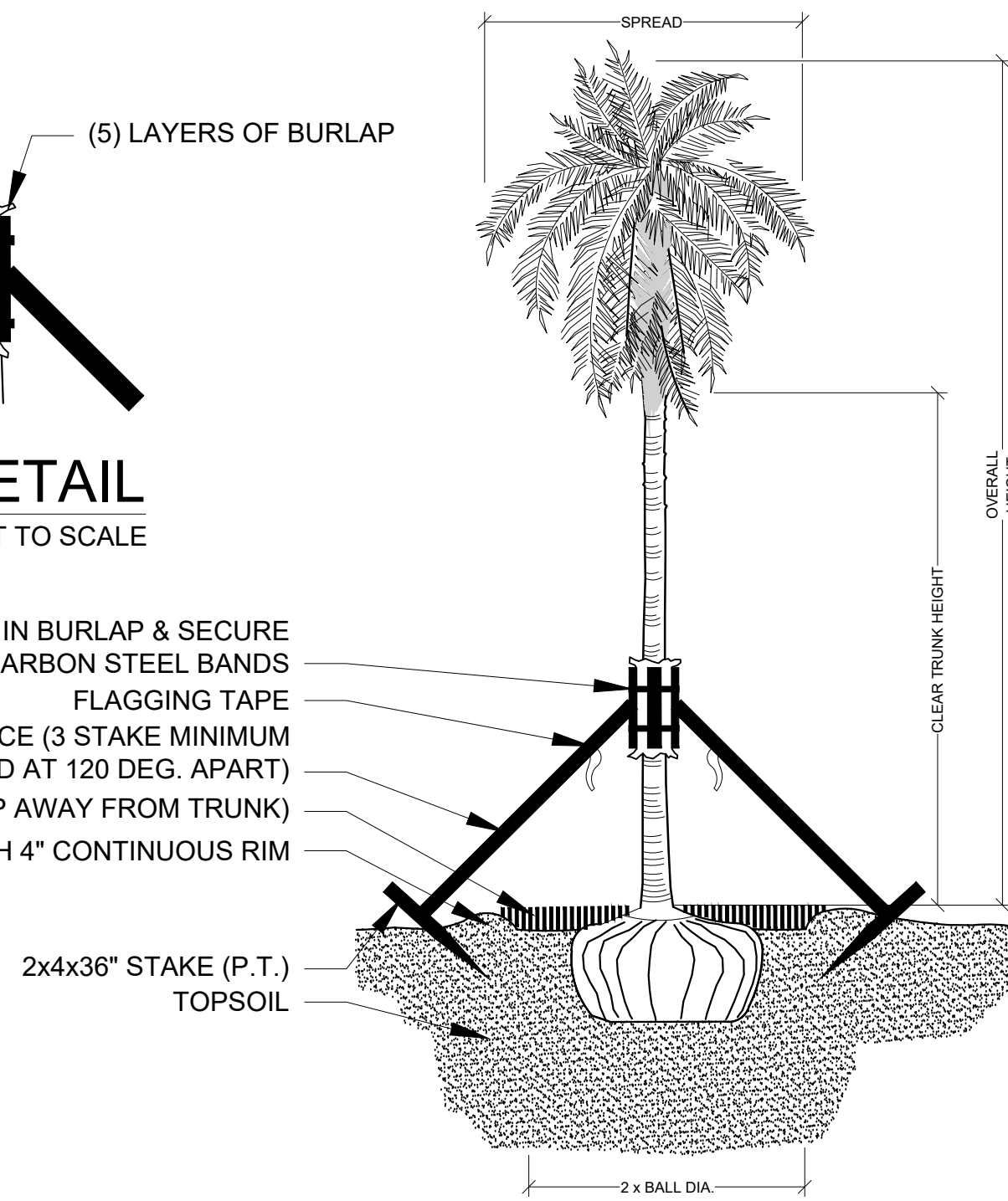


BRACING DETAIL
NOT TO SCALE

WRAP TRUNK IN BURLAP & SECURE BATTENS W/ 3/4" HIGH CARBON STEEL BANDS
FLAGGING TAPE
2"x4" BRACE (3 STAKE MINIMUM SPACED AT 120 DEG. APART)
2" MULCH (KEEP AWAY FROM TRUNK)
FORM SAUCER WITH 4" CONTINUOUS RIM

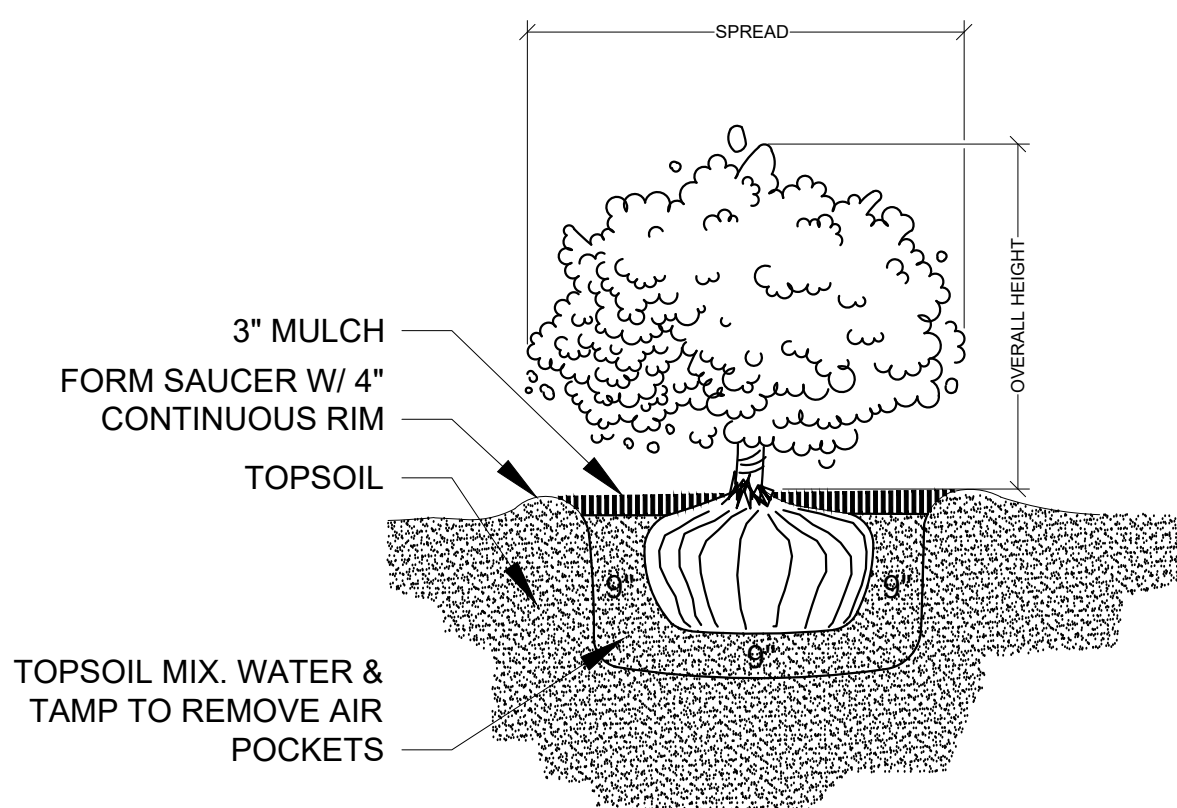
2x4x36" STAKE (P.T.)
TOPSOIL

PALM PLANTING - ANGLE STAKE
NOT TO SCALE

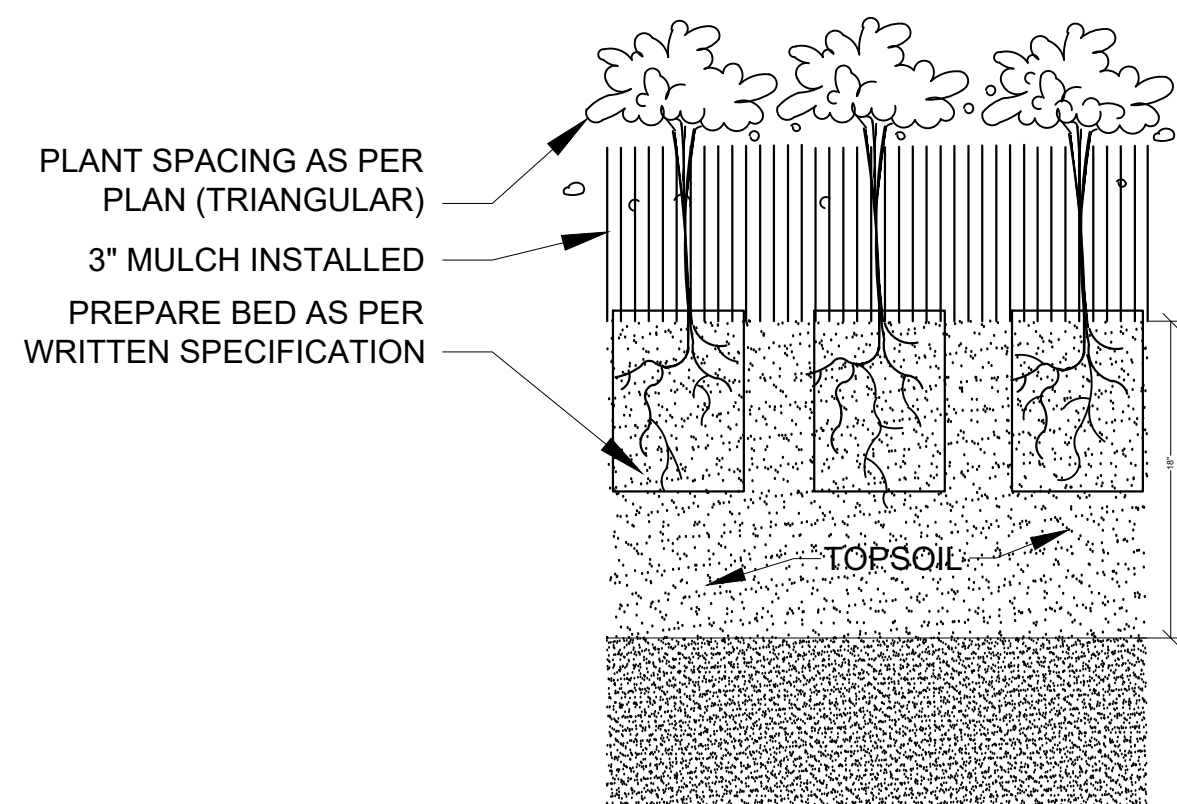


THIN BRANCHES BY 1/4 OF TOTAL MASS. RETAIN NAT. SHAPE
1/2" DIA. BLACK RUBBER HOSE TIED W/ DOUBLE STRAND 12 GAUGE GALV. WIRE, 3 GUYS PER TREE MIN.
WHITE FILM
PLANT SO THAT ROOTBALL IS 3" ABOVE FINISHED GRADE
REMOVE BURLAP 1/3 OF BALL
FORM SAUCER WITH 3" CONTINUOUS RIM
2"x4"x36" STAKE (P.T.)
FINISHED GRADE
TOPSOIL
2 x BALL DIA.
FLAGGING TAPE
2" MULCH (KEEP AWAY FROM TRUNK)

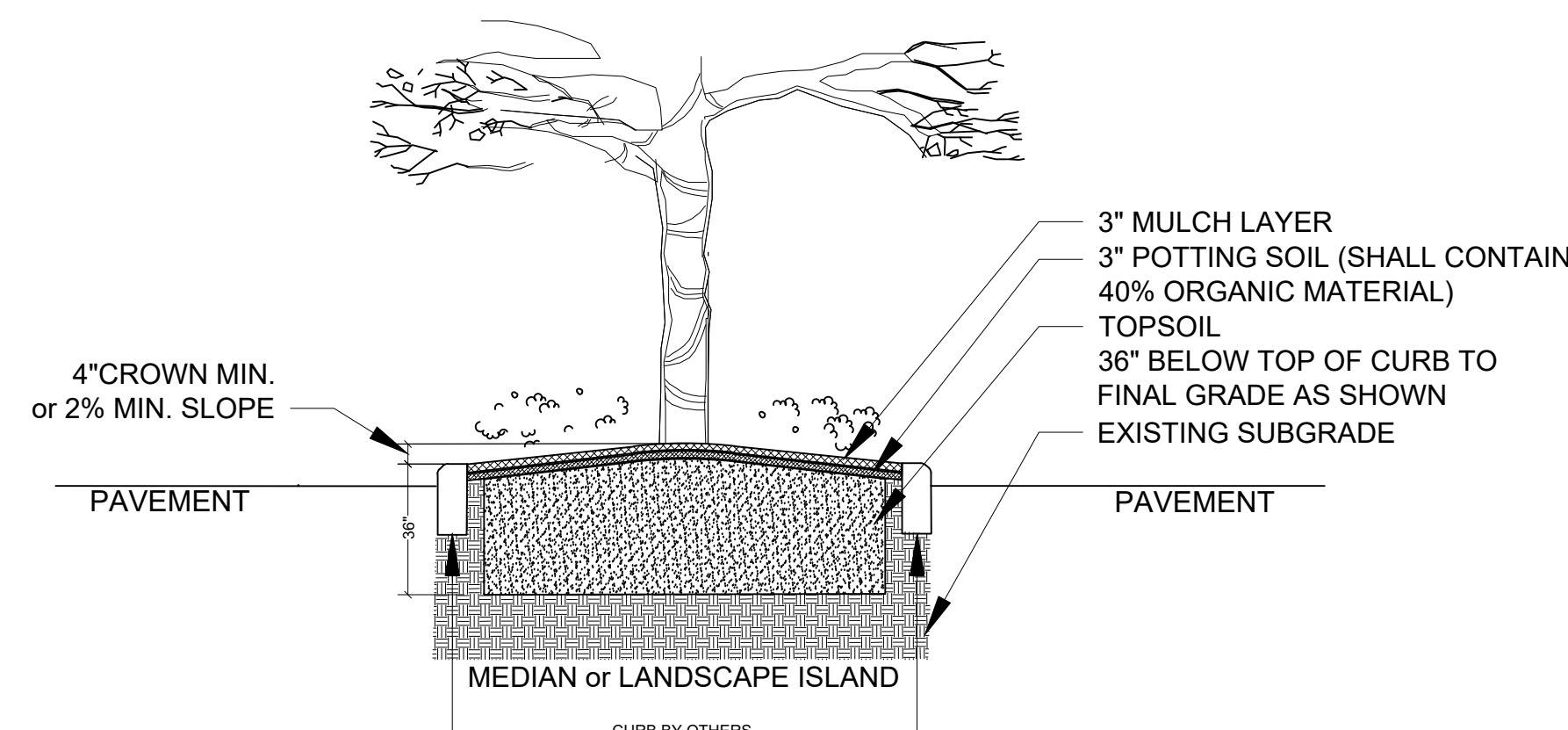
MULTI-TRUNK PLANTING & GUYING
NOT TO SCALE



SHRUB PLANTING
NOT TO SCALE



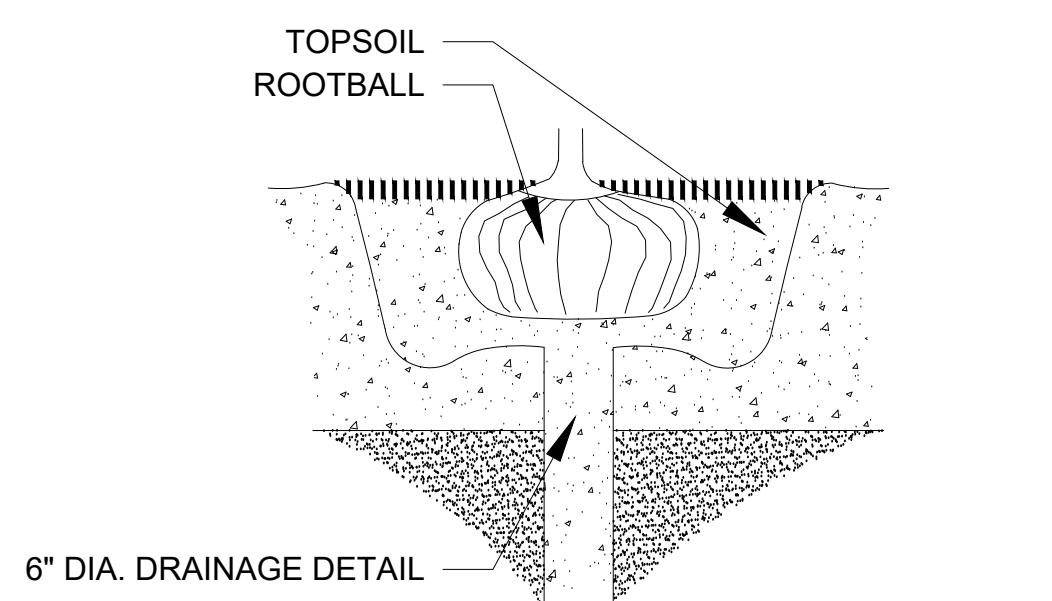
GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



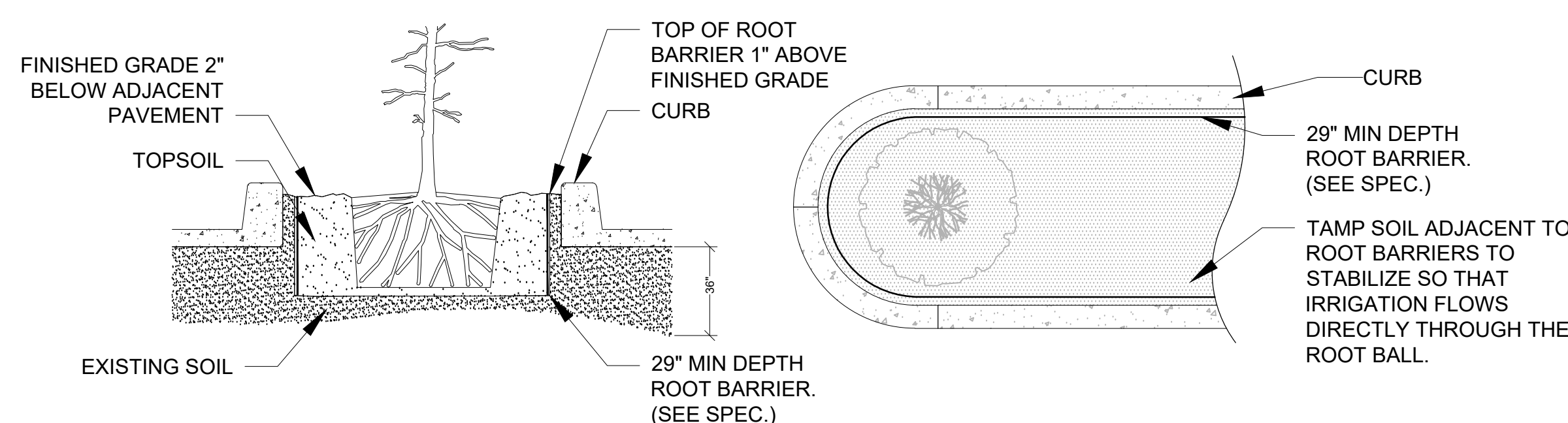
THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL
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 MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- * LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING

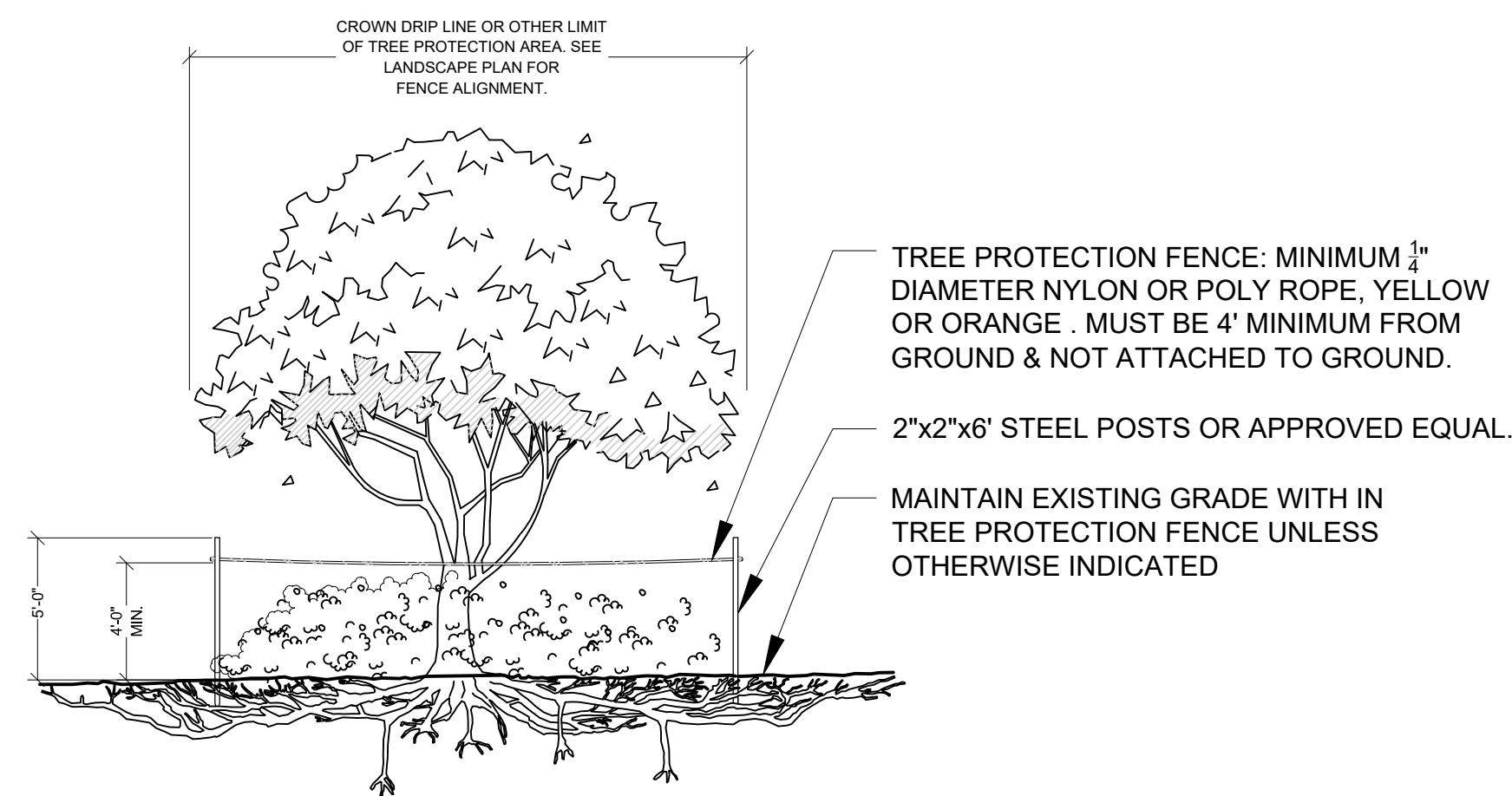


DRAINAGE TESTING DETAIL
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL
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.



TREE PROTECTION BARRICADE
NOT TO SCALE

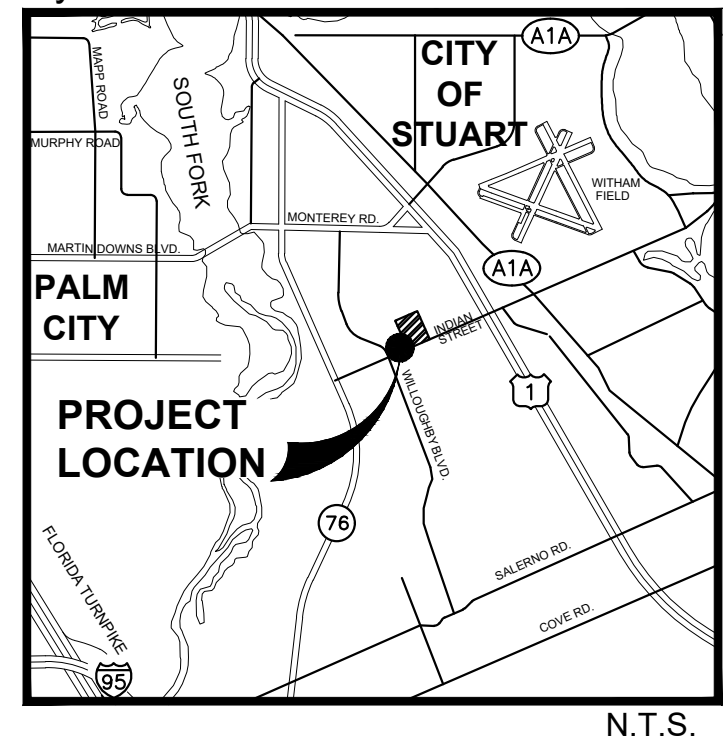
- NOTES:
- 1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
 - 3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
 - 4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

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

- DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
- 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.
- WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)
- ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.
- 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.

Key / Location:



Project Team:

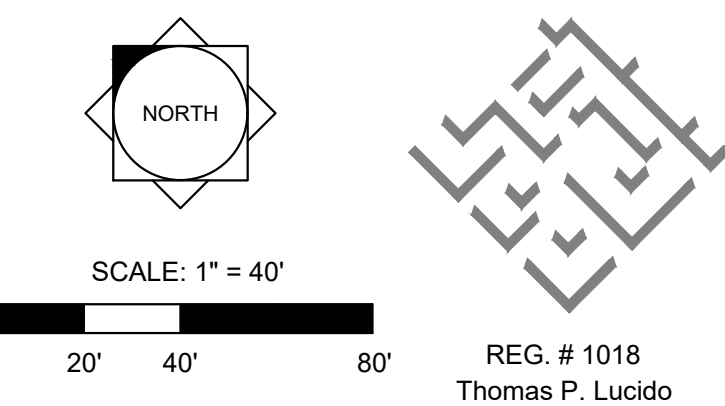
Property Owner:	Michael Novik Trust 14900 Telegraph Road Redford, MI 48239
Client & Property Owner:	Southeast Realty Partners 201 North Elm Street Greensboro, NC 27401
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Bowman Consulting Group, LTD, Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994
Surveyor:	Bowman Consulting Group, LTD, Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994

Bee Safe Storage & Wine Cellar CPUD

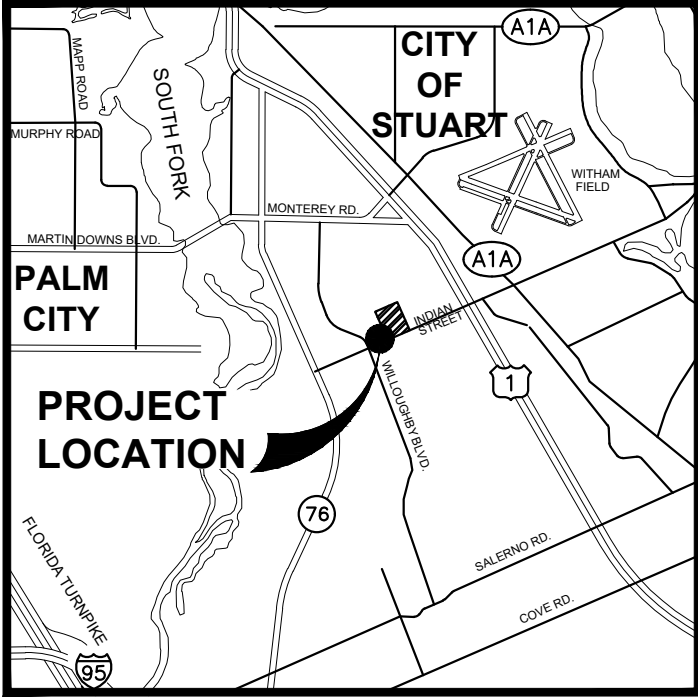
Stuart, Florida

Landscape Details

Date	By	Description
12MAY21	SJS	Initial Submittal
18AUG21	SJS	Re-Submittal
21OCT21	SJS	Re-Submittal
16DEC21	SJS	Re-Submittal
11FEB22	SJS	Re-Submittal



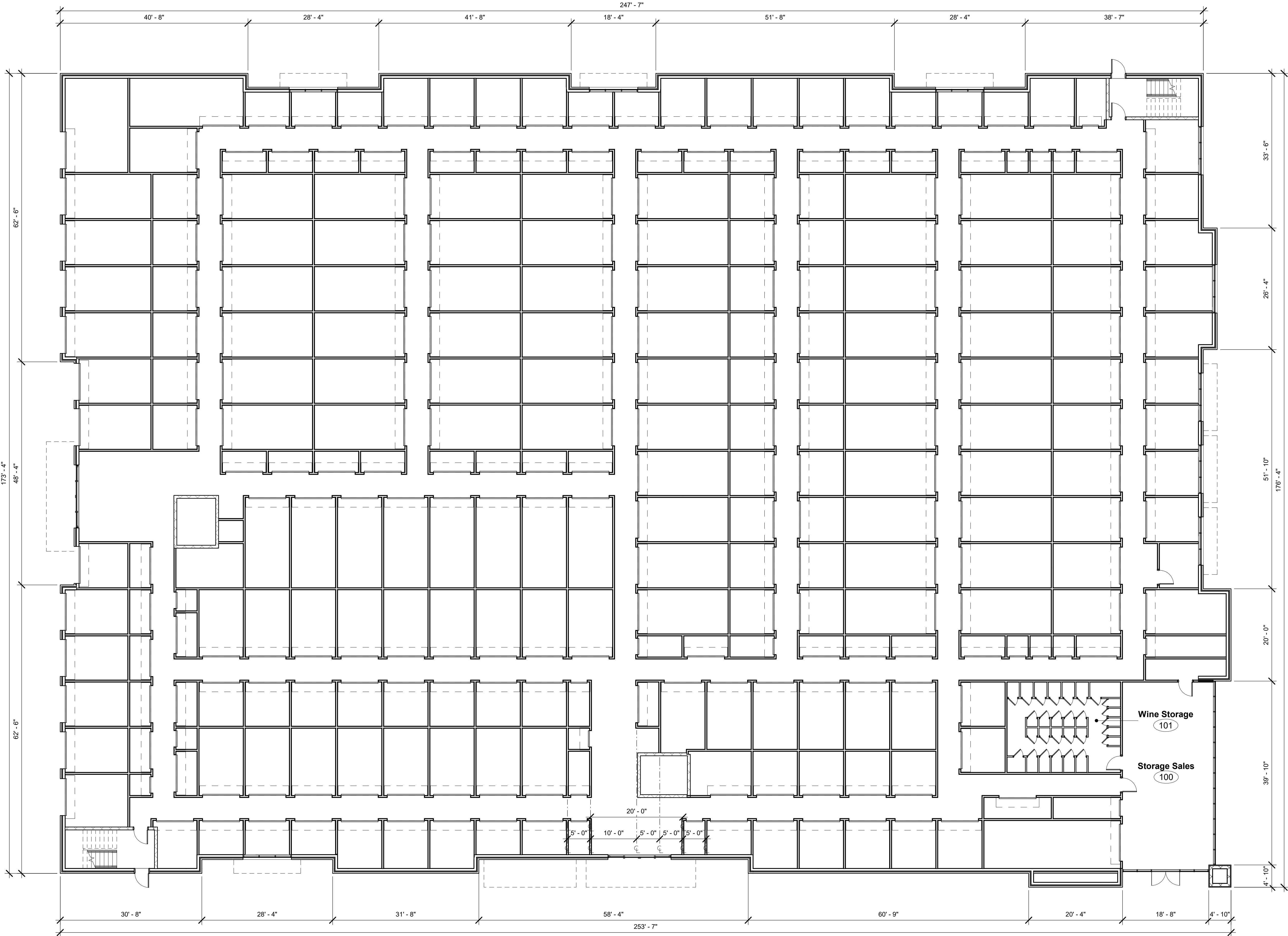
Designer	SJS	Sheet
Manager	DF	20-305
Project Number	---	L3 of L4
Municipal Number	---	
Computer File		

LANDSCAPE SPECIFICATIONS			 lucido & associates 701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220		
PART 1: GENERAL CONDITIONS			Key / Location:  N.T.S.		
Project Team:			Property Owner: Michael Novik Trust 14900 Telegraph Road Redford, MI 48239 Client & Property Owner: Southeast Realty Partners 201 North Elm Street Greensboro, NC 27401 Land Planner / Landscape Architect: Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994 Engineer: Bowman Consulting Group, LTD, Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994 Surveyor: Bowman Consulting Group, LTD, Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994		
			Bee Safe Storage & Wine Cellar CPUD Stuart, Florida Landscape Specifications		
			Date By Description 12MAY21 SJS Initial Submittal 18AUG21 SJS Re-Submittal 21OCT21 SJS Re-Submittal 16DEC21 SJS Re-Submittal 11FEB22 SJS Re-Submittal		
			0 20' 40' 80' SCALE: 1" = 40' REG. # 1018 Thomas P. Lucido		
			Designer Manager Project Number Municipal Number Computer File SJS DF 20-305 --- Sheet L4 of L4		
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1.01	SCOPE:
A.	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	AGENCY STANDARDS:
A.	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	SITE EXAMINATION:
A.	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	ERRORS AND OMISSIONS:
A.	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	EXECUTION OF THE WORK:
A.	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	PROTECTION OF PUBLIC AND PROPERTY:
A.	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	CHANGES AND EXTRAS:
A.	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	GUARANTEE:
A.	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	CARE AND MAINTENANCE:
A.	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	SAFETY:
A.	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	CONTRACTOR QUALIFICATION:
A.	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. 2. 3. 4. A financial statement showing assets and liabilities of the company current to date. A listing of not less than (3) completed projects of similar scope and nature. Permanent name and address of place of business. The number of regular employees of the organization and length of time the organization has been in business under the present name.
1.12	INSURANCE AND BONDING:
A.	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	PERMITS AND CERTIFICATES:
A.	All contractors shall secure and pay for all permits and certificates required for his/her class of work.
PART 2: MATERIALS	
2.01	PLANT MATERIALS:
A.	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	INSPECTION
A.	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	PROTECTION OF PLANT MATERIALS:
A.	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	STORAGE
A.	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	PROTECTION DURING PLANTING:
A.	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	TOP SOIL:
A.	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 all landscape areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all 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 all definitions of "Topsoil" as described above in all planting areas throughout the site. If existing soils do not meet all 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	FERTILIZER:
A.	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 3 gallon container 5 gallon container 7 gallon container 1 tablet 2 tablets 3 tablets 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	MULCH:
A.	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	EXECUTION
3.01	DIGGING:
A.	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	GRADING:
A.	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	PLANTING:
A.	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.): 3 Gallon material (3 gal.): Lerio material (7 gal.): Field grown material and trees: 12" x 12" x 12" min. 20" x 20" x 18" min. 30" x 30" x 24" min. 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	PRUNING:
A.	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	GUYING:
A.	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	WATER:
A.	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	SOD:
A.	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	SEEDING:
A.	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	CLEANING UP:
A.	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	MAINTENANCE:
A.	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	COMPLETION, INSPECTION AND ACCEPTANCE:
A.	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.



1 Level 1 - Floor Plan
A-101 3/32" = 1'-0"

GENERAL FLOOR PLAN NOTES

- A. **DO NOT SCALE DRAWINGS.** If there is a dimension that is not shown on the construction documents that requires clarification, request that clarification of the Architect. The Contractor shall verify all dimensions, grades, boundaries, and construction documents and immediately report any discrepancies to the architect.
- B. All work shall conform to the requirements of all Local, State and Federal codes. Local, State and Federal Codes are to take precedence over the drawings and specifications. If discrepancy is noted, inform the Architect immediately and before proceeding with the work.
- C. All dimensions, notes, finishes and fixtures shown on typical floor plans, sections and details shall apply to all similar, opposite hand, or symmetrical plans, sections or details.
- D. All dimensions are to face of said construction, unless otherwise noted.
- E. All new walls shall be aligned with the center or nearest edge (as indicated on drawings) of existing walls, columns, window openings, etc. unless otherwise noted. The contractor shall confine operations at the site to areas indicated on the drawings and shall not encumber the site with material and equipment.
- F. Failure to show of mention minor details shall not be warrant for omission of necessary appurtenances for the normal, usual or proper completion of the Work.
- G. All Finishes not involved in areas of Construction shall be protected in such a manner that when the work is complete the finishes would be in the same condition they were before the work started. Any unfortunate damage to existing to remain will be restored at no additional cost to the Owner.
- H. Coordinate all new architectural work with Design-Build Engineered construction documents for Mechanical, Electrical, Plumbing and Fire Protection Systems.
- I. Smoke Tight: areas indicating smoke tight construction shall meet requirements of the Building Code of NYS, 2010 edition, Section 710. Penetrations and Joints shall be filled with an approved material to limit the free passage of smoke, such as fire rated spray foam.
- J. For information on all interior finishes and millwork in the project, refer to the INTERIORS drawings (I-100, I-101...).

FLOOR PLAN LEGEND

- New Wall Construction
- New Door to be Installed
Size as Spec'd, Type by Owner
- New Window to be Installed
Size as Spec'd, Type by Owner

Carmina Wood Morris
487 Main Street Suite 500
Buffalo, New York 14203
P 716.842.3165
F 716.816.8143

PRELIMINARY
NOT FOR CONSTRUCTION
12/6/2021 2:08:00 PM

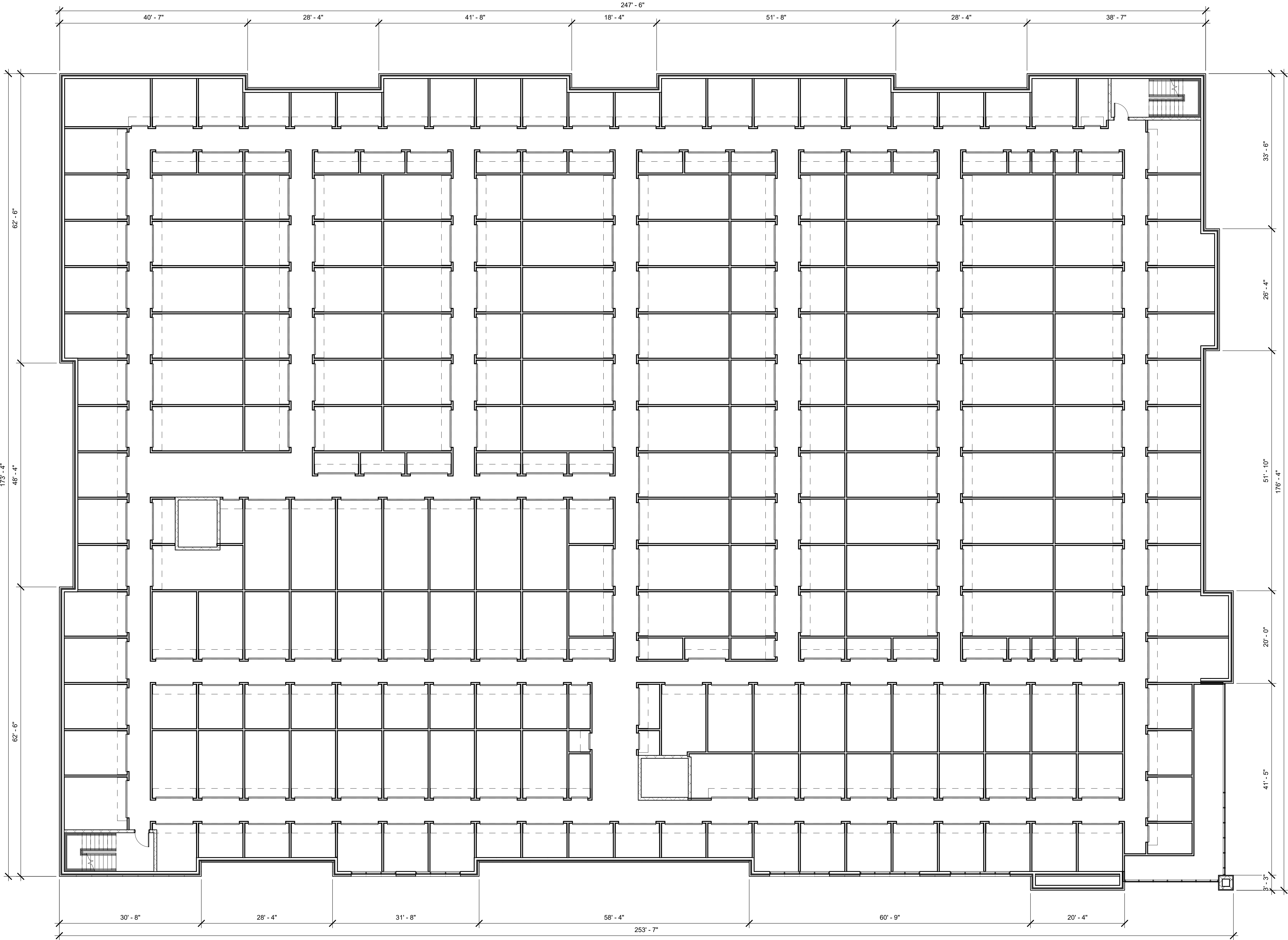
REVISIONS:		
No.	Description	Date

PROJECT NAME:
Project Status
BEE SAFE STORAGE AND WINE CELLAR
1053 Indian Street
Stuart, FL 34994

Issued for Construction:	Issue Date
Municipality Submission:	07/12/2021
Drawn By:	LVT
Checked By:	BJS

DRAWING NAME:
Level 1 - Floor Plan

DRAWING NO.
A-101
Project No: 21.030



1 Level 2 - Floor Plan
A-102 3/32" = 1'-0"

GENERAL FLOOR PLAN NOTES

- A. **DO NOT SCALE DRAWINGS.** If there is a dimension that is not shown on the construction documents that requires clarification, request that clarification of the Architect. The Contractor shall verify all dimensions, grades, boundaries, and construction documents and immediately report any discrepancies to the architect.
- B. All work shall conform to the requirements of all Local, State and Federal codes. Local, State and Federal Codes are to take precedence over the drawings and specifications. If discrepancy is noted, inform the Architect immediately and before proceeding with the work.
- C. All dimensions, notes, finishes and fixtures shown on typical floor plans, sections and details shall apply to all similar, opposite hand, or symmetrical plans, sections or details.
- D. All dimensions are to face of said construction, unless otherwise noted.
- E. All new walls shall be aligned with the center or nearest edge (as indicated on drawings) of existing walls, columns, window openings, etc. unless otherwise noted. The contractor shall confine operations at the site to areas indicated on the drawings and shall not encumber the site with material and equipment.
- F. Failure to show of mention minor details shall not be warrant for omission of necessary appurtenances for the normal, usual or proper completion of the Work.
- G. All Finishes not involved in areas of Construction shall be protected in such a manner that when the work is complete the finishes would be in the same condition they were before the work started. Any unfortunate damage to existing to remain will be restored at no additional cost to the Owner.
- H. Coordinate all new architectural work with Design-Build Engineered construction documents for Mechanical, Electrical, Plumbing and Fire Protection Systems.
- I. Smoke Tight: areas indicating smoke tight construction shall meet requirements of the Building Code of NYS, 2010 edition, Section 710. Penetrations and Joints shall be filled with an approved material to limit the free passage of smoke, such as fire rated spray foam.
- J. For information on all interior finishes and millwork in the project, refer to the INTERIORS drawings (I-100, I-101...).

FLOOR PLAN LEGEND

- X New Wall Construction
- New Door to be Installed
Size as Spec'd, Type by Owner
- 1 New Window to be Installed
Size as Spec'd, Type by Owner

Carmina Wood Morris
487 Main Street Suite 500
Buffalo, New York 14203
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F 716.816.8143

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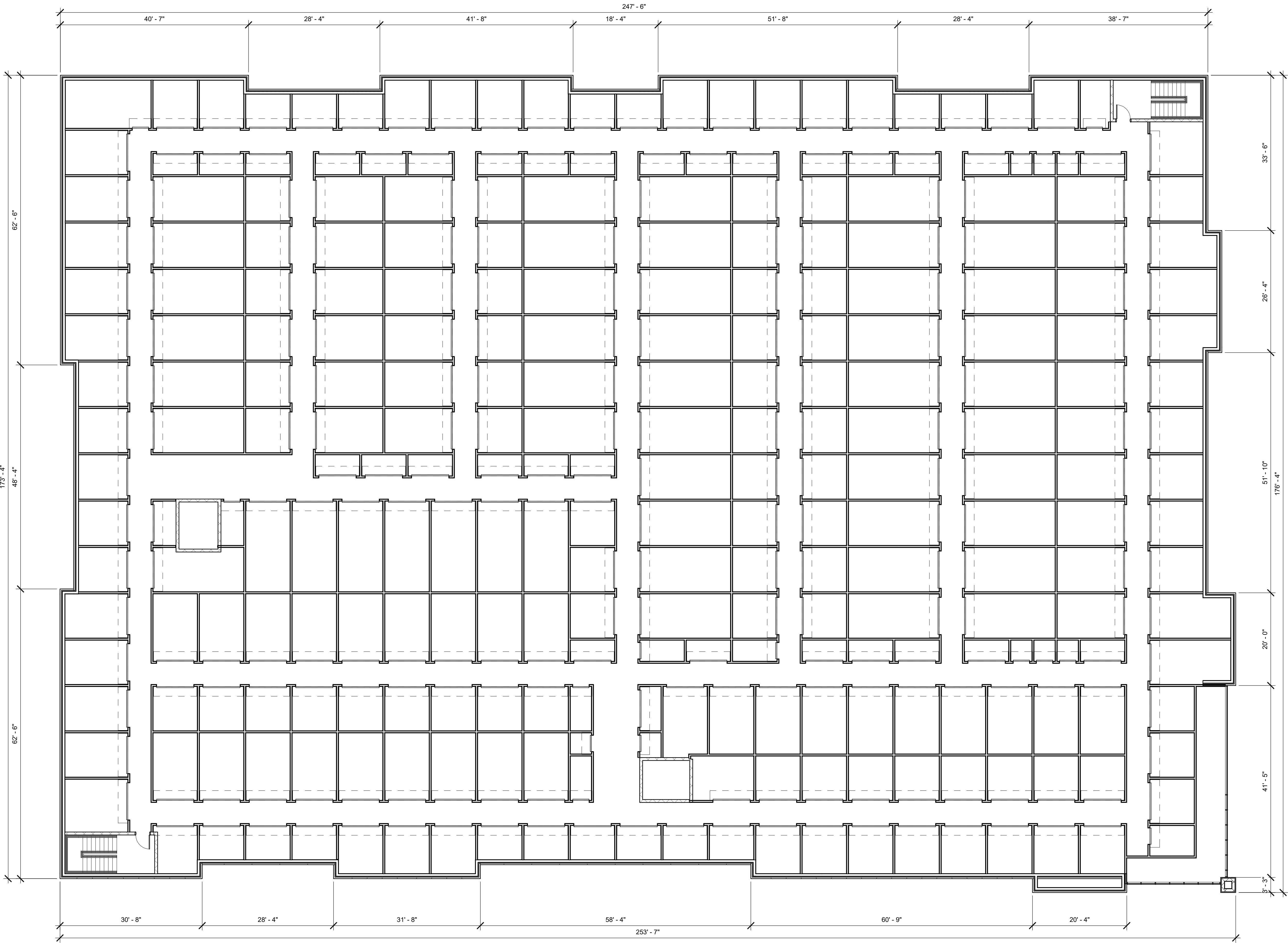
PROFESSIONAL SEAL		
REVISIONS:		
No.	Description	Date

PROJECT NAME:
Project Status
BEE SAFE STORAGE AND WINE CELLAR
1053 Indian Street
Stuart, FL 34994

Issued for Construction:	Issue Date
Municipality Submission:	09/21/21
Drawn By:	Author
Checked By:	Checker

DRAWING NAME:
Level 2 - Floor Plan

DRAWING NO.
A-102
Project No: 21.030



1
A-103
Level 3 - Floor Plan
3/32" = 1'-0"

GENERAL FLOOR PLAN NOTES

- A. **DO NOT SCALE DRAWINGS.** If there is a dimension that is not shown on the construction documents that requires clarification, request that clarification of the Architect. The Contractor shall verify all dimensions, grades, boundaries, and construction documents and immediately report any discrepancies to the architect.
- B. All work shall conform to the requirements of all Local, State and Federal codes. Local, State and Federal Codes are to take precedence over the drawings and specifications. If discrepancy is noted, inform the Architect immediately and before proceeding with the work.
- C. All dimensions, notes, finishes and fixtures shown on typical floor plans, sections and details shall apply to all similar, opposite hand, or symmetrical plans, sections or details.
- D. All dimensions are to face of said construction, unless otherwise noted.
- E. All new walls shall be aligned with the center or nearest edge (as indicated on drawings) of existing walls, columns, window openings, etc. unless otherwise noted. The contractor shall confine operations at the site to areas indicated on the drawings and shall not encumber the site with material and equipment.
- F. Failure to show of mention minor details shall not be warrant for omission of necessary appurtenances for the normal, usual or proper completion of the Work.
- G. All Finishes not involved in areas of Construction shall be protected in such a manner that when the work is complete the finishes would be in the same condition they were before the work started. Any unfortunate damage to existing to remain will be restored at no additional cost to the Owner.
- H. Coordinate all new architectural work with Design-Build Engineered construction documents for Mechanical, Electrical, Plumbing and Fire Protection Systems.
- I. Smoke Tight: areas indicating smoke tight construction shall meet requirements of the Building Code of NYS, 2010 edition, Section 710. Penetrations and Joints shall be filled with an approved material to limit the free passage of smoke, such as fire rated spray foam.
- J. For information on all interior finishes and millwork in the project, refer to the INTERIORS drawings (I-100, I-101...).

FLOOR PLAN LEGEND

- New Wall Construction
- New Door to be Installed
Size as Spec'd, Type by Owner
- New Window to be Installed
Size as Spec'd, Type by Owner

REVISIONS:	
No.	Description

PROJECT NAME:
Project Status
BEE SAFE STORAGE AND WINE CELLAR
1053 Indian Street
Stuart, FL 34994

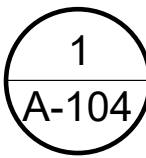
Issued for Construction: 09/21/21
Municipality Submission: Author
Drawn By: Checker
Checked By: Checker

DRAWING NAME:
Level 3 - Floor Plan

DRAWING NO.

A-103

Project No: 21.030


$$3/32'' = 1'-0'''$$

DO NOT SCALE DRAWINGS. If there is a dimension that is not shown on the construction documents that requires clarification, request that clarification of the Architect.

A. The Architect shall verify all dimensions, grades, boundaries, and construction documents and immediately report any discrepancies to the architect.

B. All work shall conform to the requirements of all Local, State and Federal codes. Local, State and Federal Codes are to take precedence over the drawings and specifications. If discrepancy is noted, inform the Architect immediately and before proceeding with the work.

C. All dimensions, notes, finishes and fixtures shown on typical floor plans, sections and details shall apply to all similar, opposite hand, or symmetrical plans, sections or details.

D. All dimensions are to face of said construction, unless otherwise noted.

E. All new walls shall be aligned with the center or nearest edge (as indicated on drawings) of existing walls, columns, window openings, etc. unless otherwise noted.

F. The Contractor shall be responsible for the site to areas indicated on the drawings and shall not encumber the site with material and equipment.

G. Failure to show or mention minor details shall not be warrant for omission of necessary appointments for the normal, usual or proper completion of the Work.

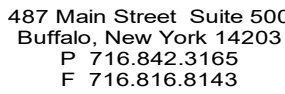
H. The Contractor shall not be responsible for Work shall be protected in such a manner that when the work is complete the finishes would be in the same condition they were before the work started. Any unfortunate damage to existing to remain will be restored at no additional cost to the Owner.

I. Complete all new architectural work with Design-Build Engineering construction documents for Mechanical, Electrical, Plumbing and Fire Protection Systems.

J. Smoke Tight: areas indicating smoke tight construction shall meet requirements of the Building Code of NYS, 2010 edition, Section 7.10. Penetrations and Joints shall be sealed with an approved material to limit the free passage of smoke, such as fire rated spray foam.

K. For information on all interior finishes and millwork in the project, refer to the INTERIORS drawings (I-100, I-101...).

The diagram illustrates three types of new construction. The top section shows a wall with a square symbol containing an 'X' above it, labeled 'New Wall Construction'. The middle section shows a door with a square symbol containing an 'X' above it, labeled 'New Door to be Installed Size as Spec'd, Type by Owner'. The bottom section shows a window with a square symbol containing a circled '1' below it, labeled 'New Window to be Installed Size as Spec'd, Type by Owner'.

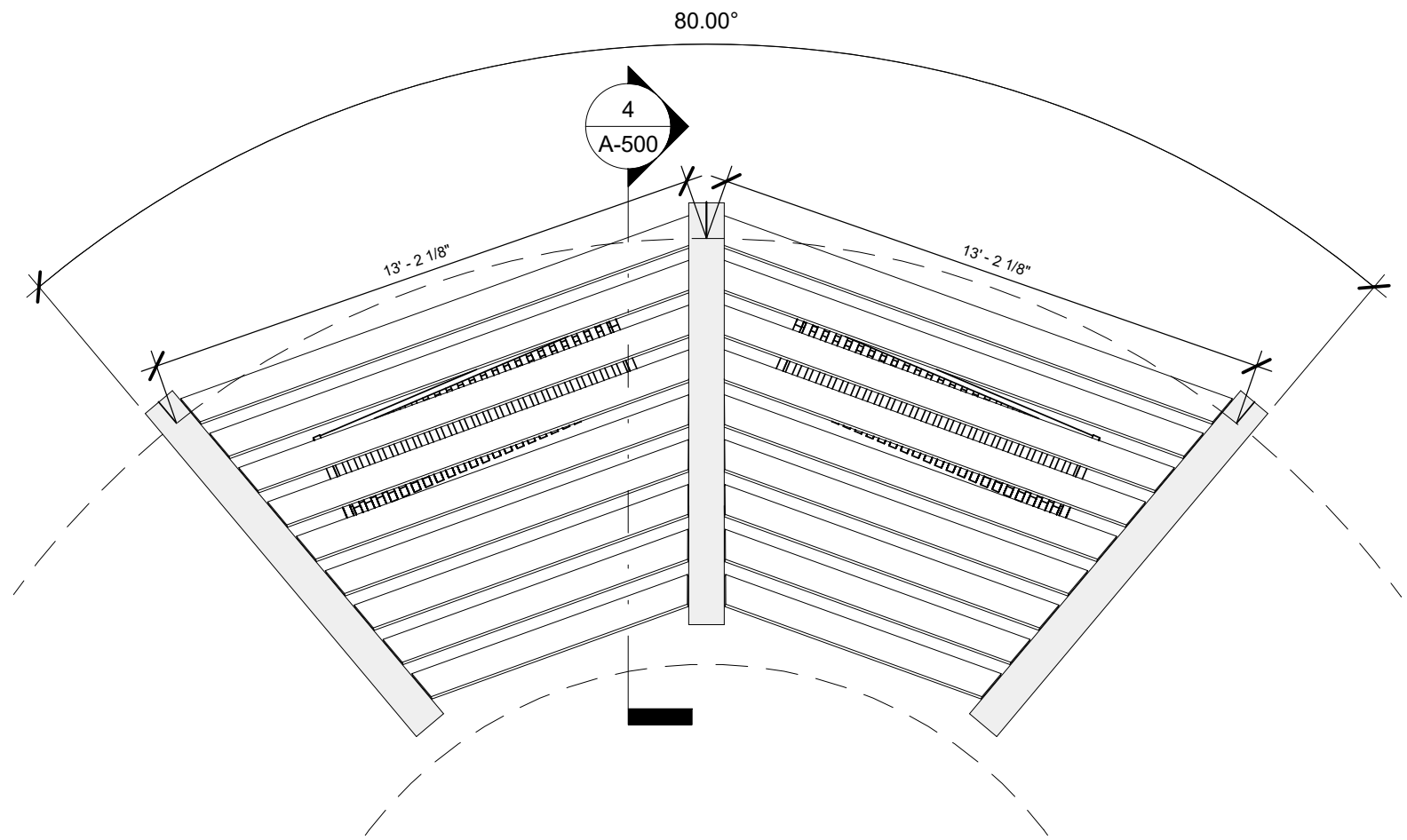


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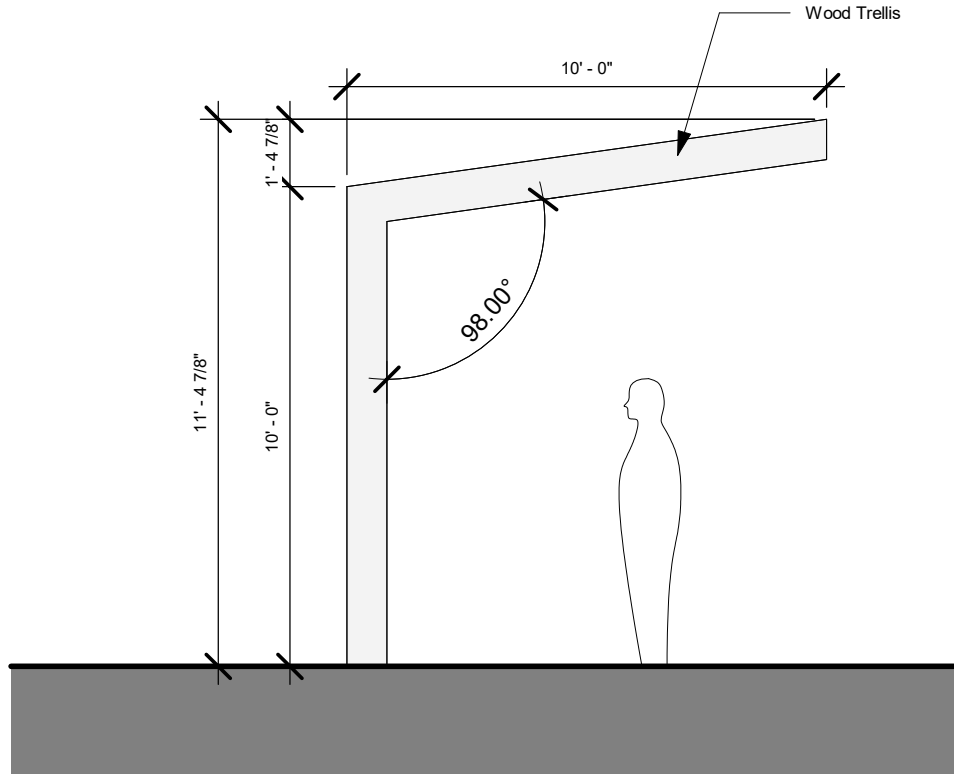
REVISIONS:	
No.	Description Date

Issued for Construction:	Issue Date
Municipality Submission:	07/19/21
Drawn By:	Author
Checked By:	Checker

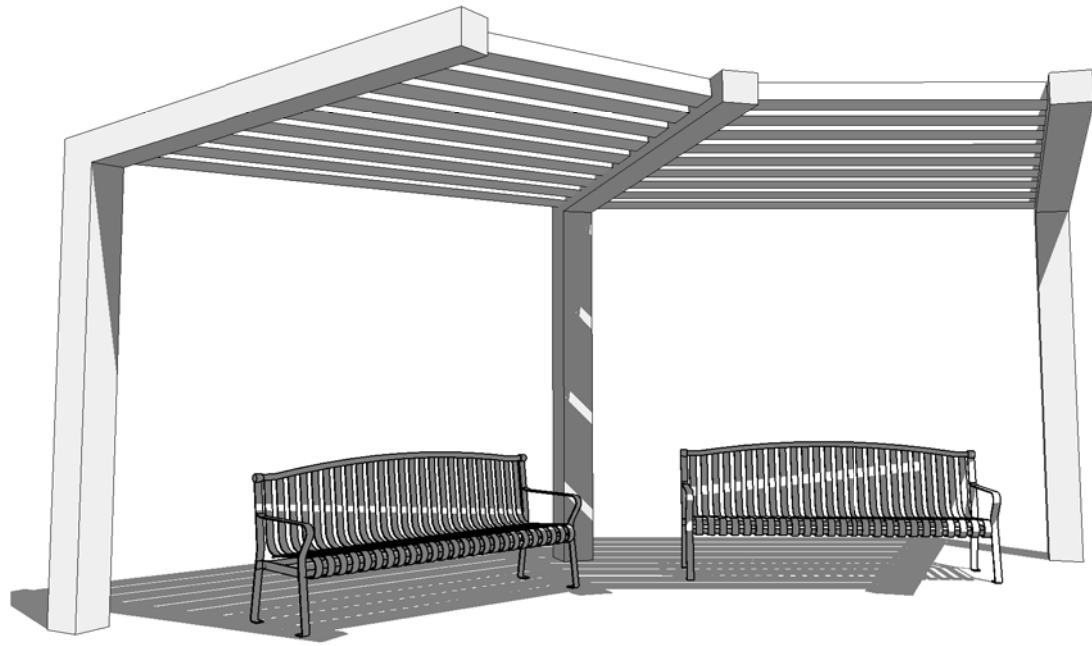
Project No: 21.030



3 Pedestrian Trellis - Top
1/4" = 1'-0"



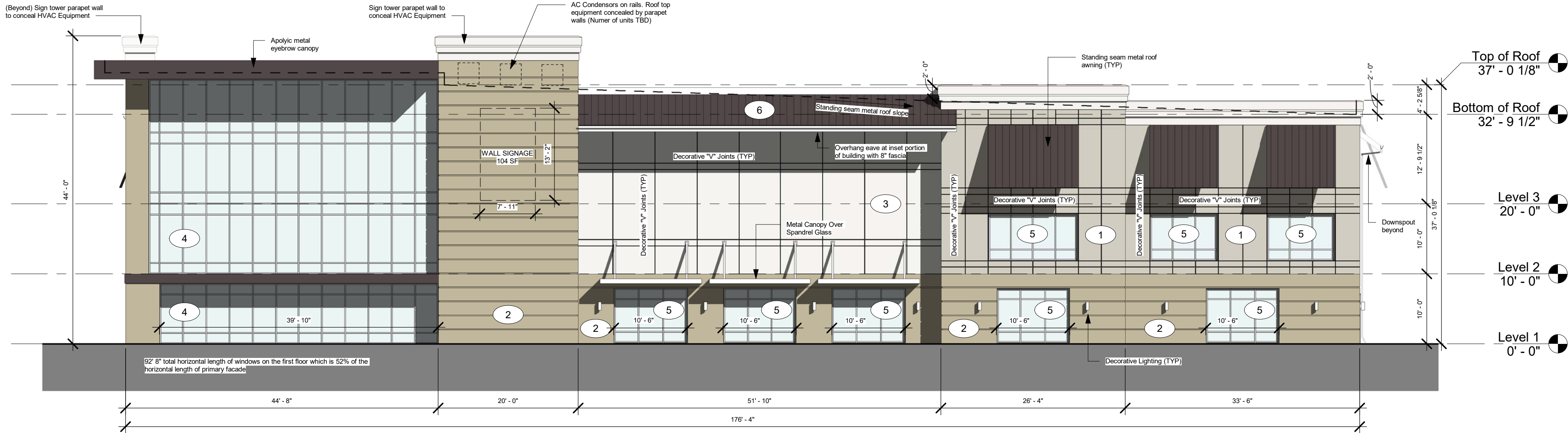
4 Pedestrian Trellis - Post
1/4" = 1'-0"



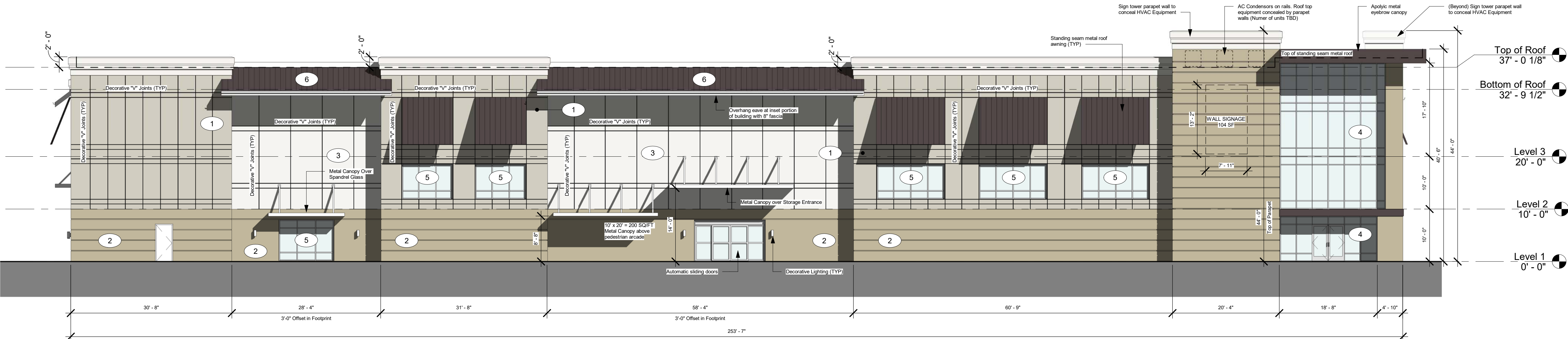
5 Pedestrian Trellis - 3D View

EXTERIOR FINISH SCHEDULE				
CALLOUT	PATTERN	MATERIALS	DESCRIPTION	LOCATION
1		E.F.I.S.	E.I.F.S. System Manuf: Ultrakote Color: 2717T Sugar Cookie	Selected Locations
2		E.F.I.S.	E.I.F.S. System Manuf: Ultrakote Color: 2739T Finch	Selected Locations
3		E.F.I.S.	E.I.F.S. System Manuf: Ultrakote Color: SW6050 White Linen	Selected Locations
4		Glass	Glazing: As Specified Texture: Smooth Color: As Specified	Selected Locations
5		Spandrel Glass	Glazing: As Specified Texture: Smooth Color: As Specified	Selected Locations
6		Metal	Standing Seam Metal Roof Color: Bronze	Selected Locations
7		Metal	Metal Manuf: Janus International Color: Bronze	Selected Locations
8		Metal	Metal Panel Color: Match E.F.I.S Color (1)	Selected Locations
9		Metal	Metal Panel Color: Match E.F.I.S Color (2)	Selected Locations

- NOTES:**
- A. **IMPORTANT!** Before final ordering of materials, coordinate color schemes with architect via use of exterior elevations in color!
- B. Refer to written specifications for further requirements for each exterior finish listed above, including finishes for doors and windows.
- C. ALL adjacent copings, flashings and trim shall match main field color area material (U.N.O), final selection shall be by architect from physical samples of metal flashings and trim.
- D. ALL materials on exterior finish schedule shall be selected from manufacturer's **FULL** range of colors unless otherwise noted above.
- E. ALL items mounted in masonry veneer shall receive the proper pre-manufactured trim stone or precast concrete (for items including but not limited to light fixtures, electrical outlets, plumbing fixtures, etc.) Some items may not require trim stones if boxes are concealed behind fixtures and fixtures sit plumb and level against masonry. Coordinate items in question with the Architect.
- F. ALL exterior dis-similar materials shall be caulked weather tight with silicone caulk, color to match adjacent materials. Contractor shall coordinate all colors selection of caulk to be used on the job with the Architect using elevations for location and application.



2 Elevation - South
3/32" = 1'-0"



1 Elevation - West
3/32" = 1'-0"



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PROFESSIONAL SEAL

REVISIONS:

No.	Description	Date
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PROJECT NAME:
Project Status
BEE SAFE STORAGE AND WINE CELLAR
1053 Indian Street
Stuart, FL 34994

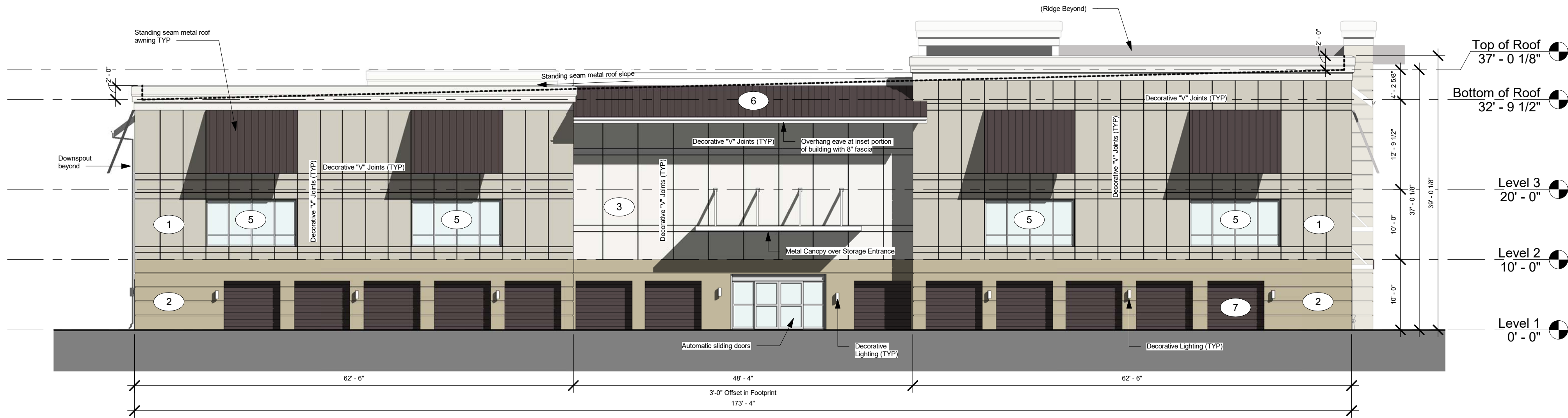
Issued for Construction: 09/22/21
Municipality Submission: 09/22/21
Drawn By: Author
Checked By: Checker

Issue Date
09/22/21
Author
Checker

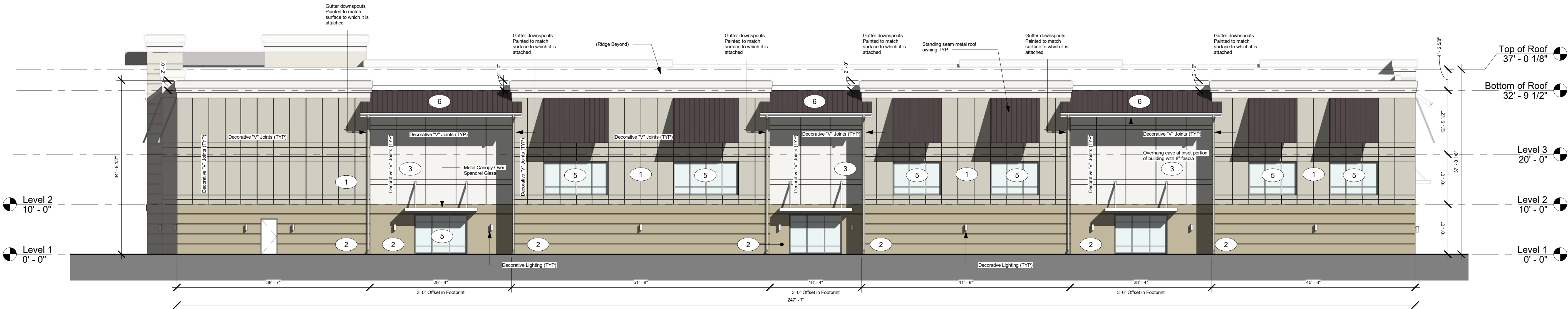
DRAWING NAME:
Exterior
Elevations

DRAWING NO.
A-500
Project No: 21.030

Page 211 of 426



2 Elevation - North
A-501 3/32" = 1'-0"



1 Elevation - East
A-501 3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE				
CALLOUT	PATTERN	MATERIALS	DESCRIPTION	LOCATION
1		E.F.I.S.	E.I.F.S. System Manuf: Ultrakote Color: 2717T Sugar Cookie	Selected Locations
2		E.F.I.S.	E.I.F.S. System Manuf: Ultrakote Color: 2739T Finch	Selected Locations
3		E.F.I.S.	E.I.F.S. System Manuf: Ultrakote Color: SW6050 White Linen	Selected Locations
4		Glass	Glazing: As Specified Texture: Smooth Color: As Specified	Selected Locations
5		Spandrel Glass	Glazing: As Specified Texture: Smooth Color: As Specified	Selected Locations
6		Metal	Standing Seam Metal Roof Color: Bronze	Selected Locations
7		Metal	Metal Manuf: Janus International Color: Bronze	Selected Locations
8		Metal	Metal Panel Color: Match E.F.I.S Color (1)	Selected Locations
9		Metal	Metal Panel Color: Match E.F.I.S Color (2)	Selected Locations

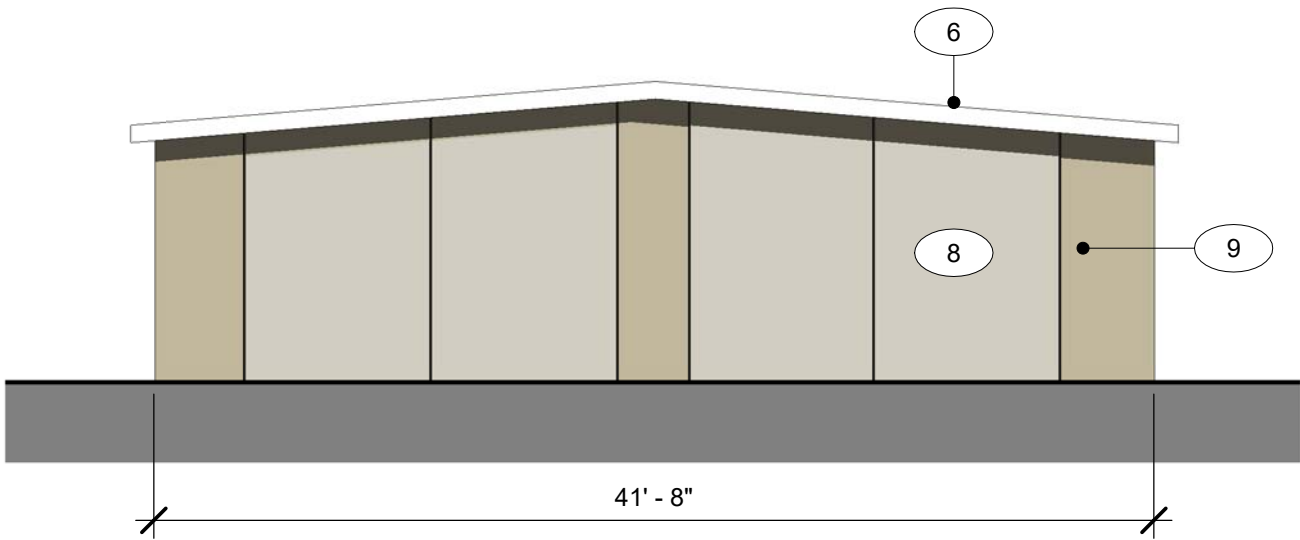
- NOTES:**
- IMPORTANT!** Before final ordering of materials, coordinate color schemes with architect via use of exterior elevations in color!
 - Refer to written specifications for further requirements for each exterior finish listed above, including finishes for doors and windows.
 - ALL adjacent copings, flashings and trim shall match main field color area material (U.N.O), final selection shall be by architect from physical samples of metal flashings and trim.
 - ALL materials on exterior finish schedule shall be selected from manufacturer's **FULL** range of colors unless otherwise noted above.
 - ALL items mounted in masonry veneer shall receive the proper pre-manufactured trim stone or precast concrete (for items including but not limited to light fixtures, electrical outlets, plumbing fixtures, etc.). Some items may not require trim stones if boxes are concealed behind fixtures and fixtures sit plumb and level against masonry. Coordinate items in question with the Architect.
 - ALL exterior dis-similar materials shall be caulked weather tight with silicone caulk, color to match adjacent materials. Contractor shall coordinate all colors selection of caulk to be used on the job with the Architect using elevations for location and application.

PROFESSIONAL SEAL		
REVISIONS:	No.	Description
		Date

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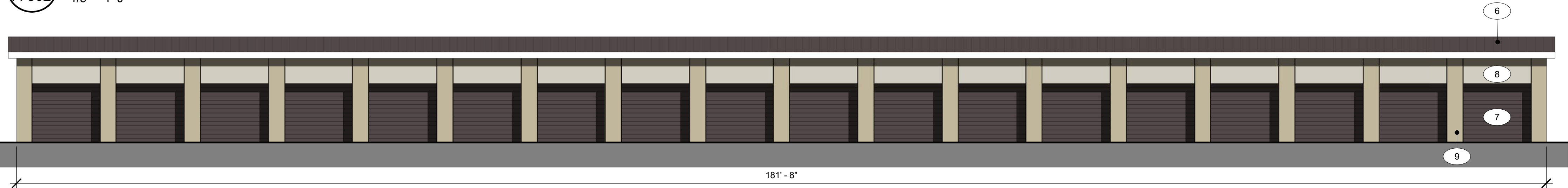
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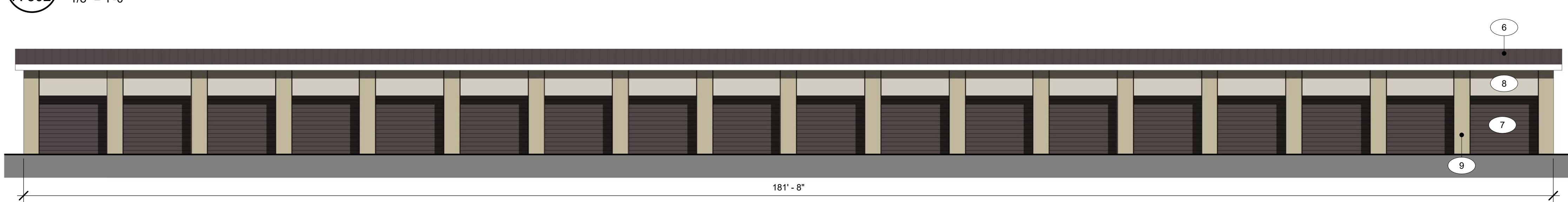
8 36 & 38 Unit One Story - Elevation 3 (Side)

A-502 1/8" = 1'-0"



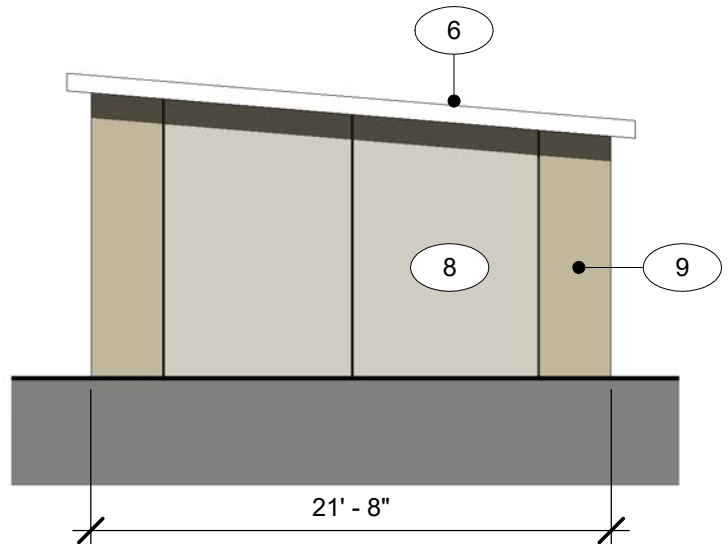
6 36 & 38 Unit One Story - Elevation 2

A-502 1/8" = 1'-0"



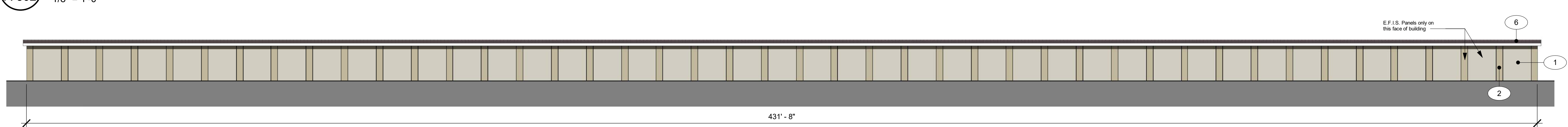
5 36 & 38 Unit One Story - Elevation 1

A-502 1/8" = 1'-0"



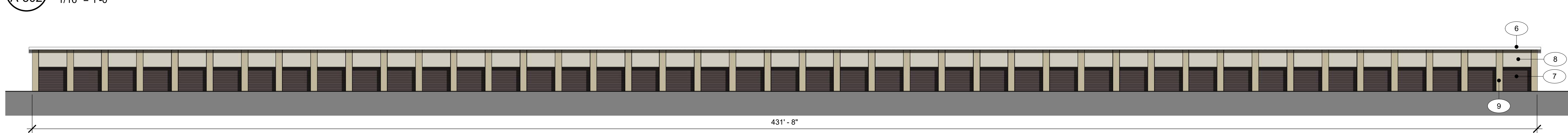
4 43 Unit One Story - Elevation 3 (Side)

A-502 1/8" = 1'-0"



2 43 Unit One Story - Elevation 2

A-502 1/16" = 1'-0"



1 43 Unit One Story - Elevation 1

A-502 1/16" = 1'-0"

EXTERIOR FINISH SCHEDULE				
CALLOUT	PATTERN	MATERIALS	DESCRIPTION	LOCATION
1		E.F.I.S. System Manuf: Ultrakote Color: 2717T Sugar Cookie		Selected Locations
2		E.F.I.S. System Manuf: Ultrakote Color: 2739T Finch		Selected Locations
3		E.F.I.S. System Manuf: Ultrakote Color: SW6050 White Linen		Selected Locations
4		Glass	Glazing: As Specified Texture: Smooth Color: As Specified	Selected Locations
5		Spandrel Glass	Glazing: As Specified Texture: Smooth Color: As Specified	Selected Locations
6		Metal	Standing Seam Metal Roof Color: Bronze	Selected Locations
7		Metal	Metal Manuf: Janus International Color: Bronze	Selected Locations
8		Metal	Metal Panel Color: Match E.F.I.S Color (1)	Selected Locations
9		Metal	Metal Panel Color: Match E.F.I.S Color (2)	Selected Locations

NOTES:

- A. **IMPORTANT!** Before final ordering of materials, coordinate color schemes with architect via use of exterior elevations in color!
- B. Refer to written specifications for further requirements for each exterior finish listed above, including finishes for doors and windows.
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- D. ALL materials on exterior finish shedule shall be selected from manufacturer's **FULL** range of colors unless otherwise noted above.
- E. ALL items mounted in masonry veneer shall receive the proper pre-manufactured trim stone or precast concrete (for items including but not limited to light fixtures, electrical outlets, plumbing fixtures, etc.) Some items may not require trim stones if boxes are concealed behind fixtures and fixtures sit plumb and level against masonry. Coordinate items in question with the Architect.
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Buffalo, New York 14203
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PROFESSIONAL SEAL		
REVISIONS:	No.	Description
		Date

PROJECT NAME:
Project Status
**BEE SAFE STORAGE AND
WINE CELLAR**

1053 Indian Street
Stuart, FL 34994

Issued for Construction:	Issue Date
Municipality Submission:	07/09/21
Drawn By:	LVT
Checked By:	BJS

DRAWING NAME:
Exterior
Elevations - Typ.
One Story

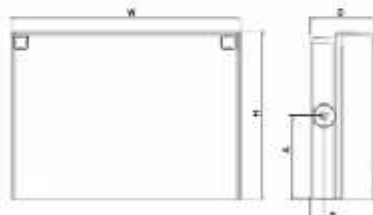
DRAWING NO.
A-502
Project No: 21.030



WPX LED Wall Packs



Specifications



Luminaire	Height (ft)	Width (ft)	Depth (ft)	Side Config Location	Weight
WPX1	8.17 (2.49m)	11.17 (3.40m)	3.27 (1.00m)	4" (103mm)	6.6 (1.80kg)
WPX2	8.17 (2.49m)	12.17 (3.71m)	4.17 (1.26m)	5.7 (1.50m)	8.2 (2.28kg)
WPX3	8.17 (2.49m)	13.17 (4.02m)	5.17 (1.57m)	6.7 (1.70m)	11.0 (3.06kg)

Ordering Information

EXAMPLE: WPX2 LED 40K MVOLT DDBXD

Series	Color Temperature	Voltage	Options	Finish
WPX1 LED P1	3000K	120V/277V	None	Black
WPX1 LED P2	3000K	120V/277V	Emergency battery backup, CE compliant	White
WPX2 LED	3000K	120V/277V	Emergency battery backup, CE compliant	Black
WPX3 LED	3000K	120V/277V	Emergency battery backup, CE compliant	Black

Note: The luminaire output and input power shown in the ordering tree are average representations of all configuration options. Specific values are available on request.

FEATURES & SPECIFICATIONS

INTENDED USE: WPX LED wall packs are designed to provide a cost effective, energy efficient solution for the one-for-one replacement of existing HID wall packs. The WPX1, WPX2 and WPX3 are ideal for replacing up to 150W, 250W, and 400W HID luminaires respectively. WPX luminaires deliver a uniform, wide distribution.

CONSTRUCTION: WPX features a die-cast aluminum main body with optional thermal management that both minimizes LED thermal and electrical components. The luminaires are IP68 rated, and sealed against moisture or environmental contaminants.

ELECTRICAL: Light engine configurations consist of high-efficiency LEDs and LED lumen maintenance of 100,000 hours. Color temperature (CCT) options of 3000K, 4000K and 5000K with minimum CRI of 90. Electronic drivers deliver system power factor >90% and THD <20%. All luminaires have 8V surge protection. WPX1 LED P1 and WPX2 LED P2 have standard surge protection rating of 2,500V (can be ordered with an optional 6kV surge protection). All physical IP68 rated on MVOLT (120V/277V) rated.

Note: The standard WPX LED wall pack luminaires come with fully adjustable die-cast output. Note: The standard WPX LED wall pack luminaires come with fully adjustable die-cast output. Note: The standard WPX LED wall pack luminaires come with fully adjustable die-cast output.

One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com

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WPX LED Rev. 06/2020

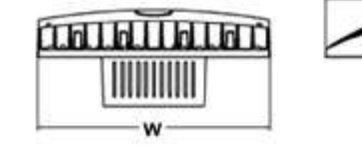


D-Series Size 2 LED Wall Luminaire



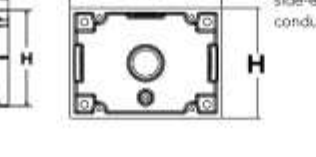
Specifications

Width	18-1/2" (46.7cm)
Height	10" (25.4cm)
Depth	7-5/8" (19.4cm)



Back Box (BBW)

Width	5-1/2" (14.0cm)
Depth	1-1/2" (3.8cm)
Height	4" (10.2cm)



Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency.
- This luminaire is A+ Certified when ordered with DTL* controls marked by a shaded background. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocell interoperability.
- This luminaire is part of an A+ Certified solution for ROAM* or XPoint** Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background.

To learn more about A+, visit www.acuitybrands.com/aplus.

1. See ordering tree for details.

2. A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately. [Link to Roam](#). [Link to DTL DLL](#).

Ordering Information

EXAMPLE: DSXW2 LED 30C 700 40K T3M MVOLT DDBTDL

Series	LEDs	Drive Current	Color Temperature	Distribution	Voltage	Mounting	Control Options
DSXW2 LED	30C	700mA	40K	T3M	120V/277V	Surface mount	None
DSXW2 LED	30C	700mA	40K	T3M	120V/277V	Surface mount	Emergency battery backup, CE compliant
DSXW2 LED	30C	700mA	40K	T3M	120V/277V	Surface mount	Emergency battery backup, CE compliant

Other Options	Shipped separately	Finish
SB Single for (120, 277, 347V)	BBW Back-mount spikes	DSXW2 Dark bronze
SG Single for (120, 240, 480V)	IG Vertical guard	DSXW2 White
SG Single for (120, 240, 480V)	IG Vertical guard	DSXW2 White

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DSXW2 LED Rev. 06/2020

Lyon Exterior - Wall

SEW12114 49 in

JOB NAME:
TYPE:
NOTES:

SPI LIGHTING PROJECT DETAILS

DESCRIPTION

Lyon is a family of small-scale linear LED fixtures that delivers impressive performance at an affordable price. Designed for exterior applications, it is a practical choice for lighting eaves, covered walkways, outdoor canopies or other exterior spaces. The lens, available in four shapes, softly diffuses light with minimal glare. Lyon's simple design and versatility make it suitable for many kinds of spaces. Available in interior and exterior pendant, ceiling, and wall mount versions in 4' and 8' lengths.

FEATURES & BENEFITS

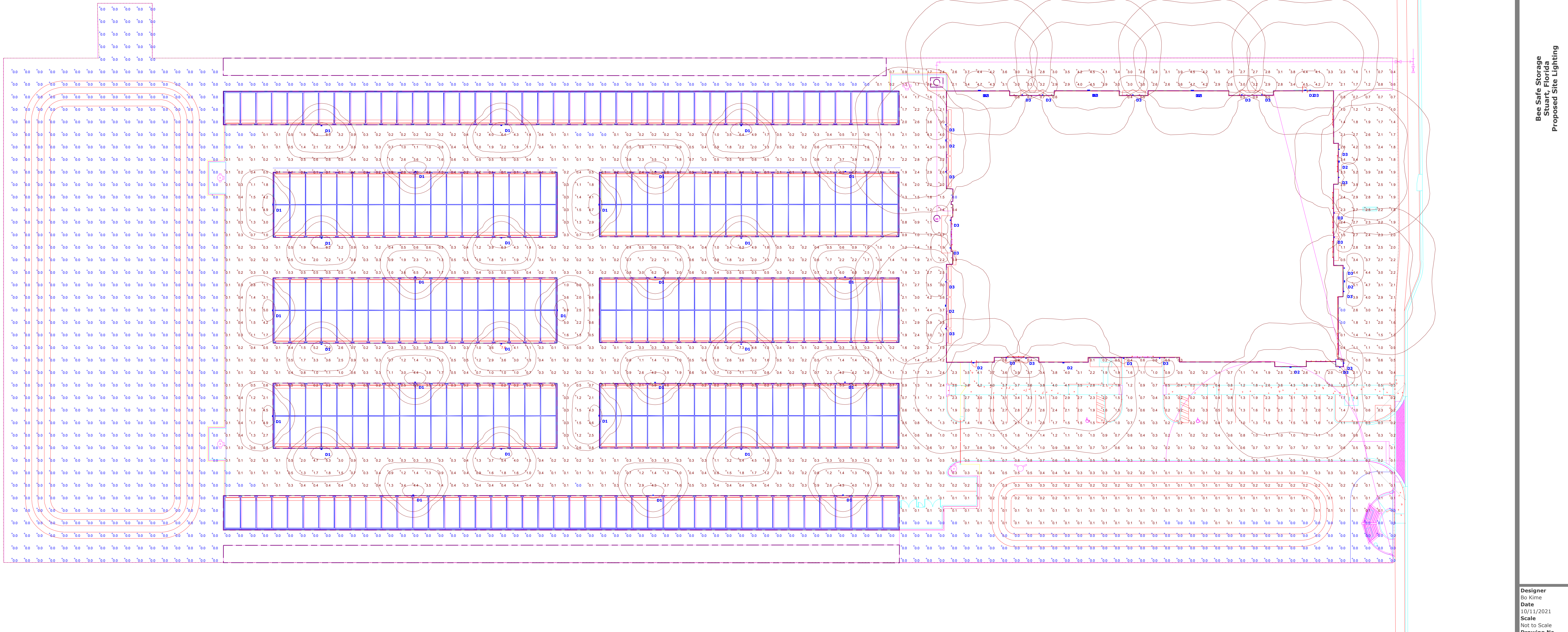
- Choose from 4 diffuser shapes
- Configure in a run or mount as an individual fixture
- Housing is engineered to act as an efficient heat sink, maximizing output and life by allowing the LEDs to operate at optimal temperatures
- Up to 1495 lm/foot delivered at high wattage
- Anodized finish provides durable corrosion protection
- Flush mounted external fasteners
- Versatile design allows fixture to be mounted in any orientation
- Available in low, medium and high wattages
- Provides functional lighting with comfortable luminance levels
- Handcrafted in USA

SPECIFICATIONS

- LIGHT SOURCE:** White LED light engine
- CRI:** 80+ (contact factory for 90+)
- LUMEN MAINTENANCE:** L70 > 50,000 hrs.
- EFFICIACY:** 105 lm/W delivered
- CCT:** 3000K, 3500K, or 4000K
- VOLTAGE:** 120-277V standard
- DRIVER:** Includes remote dimmable Class 2 power supply and wet location enclosure. Continuous runs are supplied with one power supply per fixture. Max distance to the driver is: #18 AWG = 50', #16 AWG = 75', #14 AWG = 100'. For extended distances, contact factory.
- DIMMING:** 0-10V controls standard to 1%

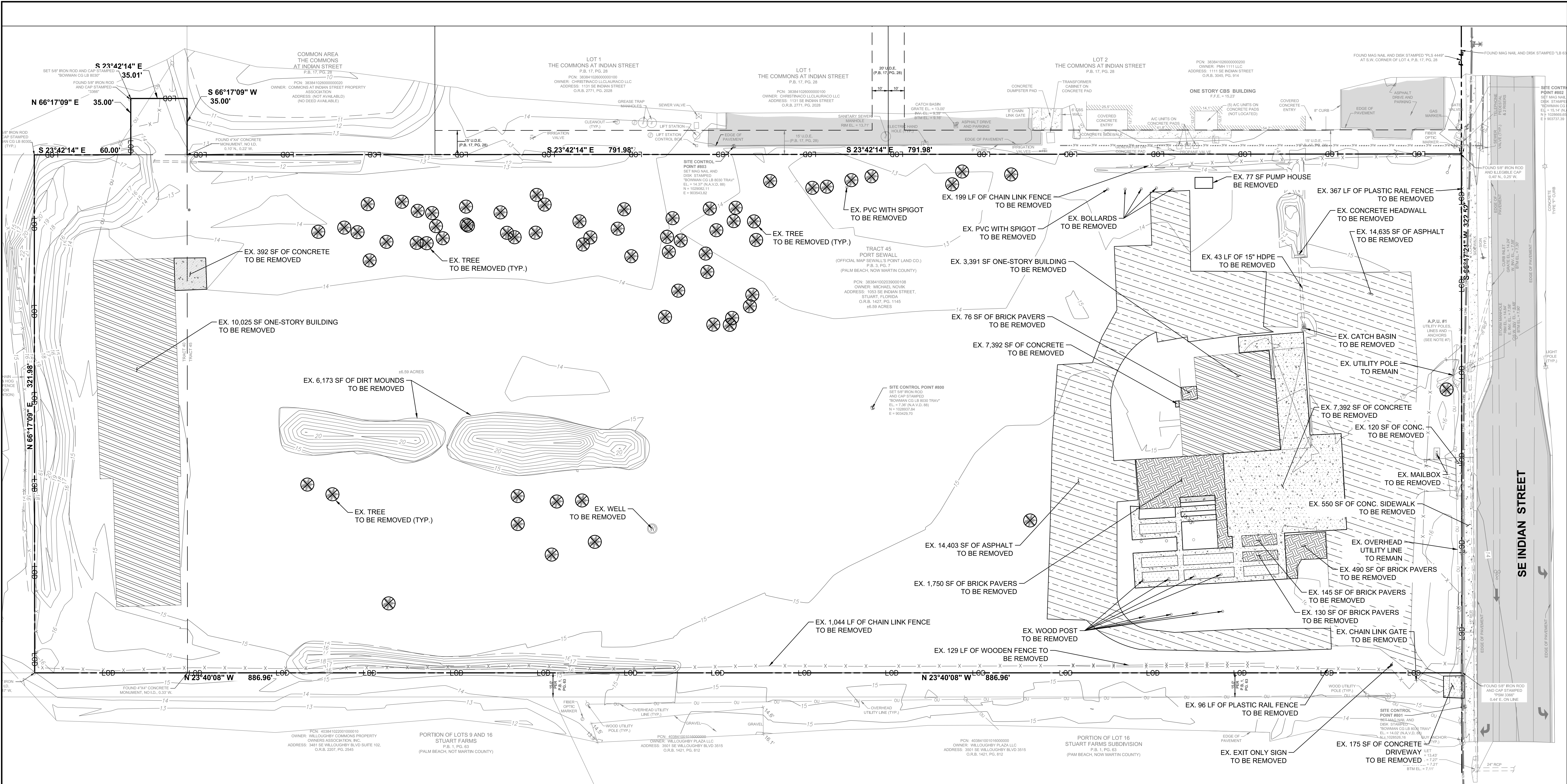
SPI LIGHTING

P-262-242-1420 | SPILighting@spilighting.com | Last Revised: 9/12/2021 | Design Rights Reserved | SEW12114 | 1 of 8



Plan View
Scale - 1" = 25'

Bee Safe Storage
Bo Kime
Date
10/11/2021
Scale
Not to Scale
Drawing No.
Summary



GENERAL DEMOLITION NOTES

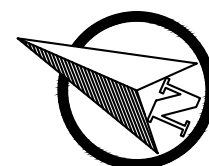
- THE LOCATION OF THE UTILITIES SHOWN HAVE BEEN DETERMINED BY INFORMATION GATHERED AND SHALL NOT BE USED AS EXACT. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES TO VERIFY EXACT LOCATIONS PRIOR TO DEMOLITION.
- THE CONTRACTOR SHALL COORDINATE WITH THE PROPER UTILITY COMPANIES FOR REMOVAL AND RELOCATIONS OF THE RESPECTIVE UTILITY. THE CONTRACTOR SHALL VERIFY ANY WORK THAT MAY BE DONE BY THE UTILITY COMPANIES.
- CONTRACTOR SHALL PROTECT THE PUBLIC WITH BEST MANAGEMENT PRACTICES.
- CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING STRUCTURES, PAVEMENT, AND VEGETATION THAT IS NOT TO BE DISTURBED AND IS RESPONSIBLE FOR ANY DAMAGES TO THEM.
- THE CONTRACTOR SHALL PROPERLY DISPOSE OF ALL MATERIALS RESULTING FROM OPERATION ACCORDING TO GOVERNING AUTHORITIES AND SHALL OBTAIN THE PROPER PERMITS REQUIRED FOR DISPOSAL AND DEMOLITION.
- THE CONTRACTOR SHALL MAINTAIN CONTINUOUS ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND AVOID ANY PROPERTY DAMAGE DURING CONSTRUCTION.
- THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO DEMOLITION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SERVICES TO ANY NECESSARY UTILITIES DURING CONSTRUCTION.
- FOR ALL ITEMS NOTED TO BE REMOVED, REMOVE NOT ONLY THE ABOVE GROUND ELEMENTS, BUT ALSO REMOVE ALL UNDERGROUND ELEMENTS AS WELL INCLUDING, BUT NOT LIMITED TO: FOUNDATIONS, GRAVEL FILLS, TREE ROOTS, PIPES, TANKS, ETC.
- BACKFILL ALL EXCAVATIONS RESULTING FROM THE DEMOLITION WORK MEETING THE REQUIREMENTS FOR FILL OUTLINED IN THE GEOTECHNICAL INVESTIGATION REPORT FOR THIS SITE.
- ASBESTOS AND ANY OTHER HAZARDOUS MATERIAL SHALL BE PROPERLY PERMITTED AND REMOVED BY THE CONTRACTOR. CONTRACTOR SHALL SECURE ALL PERMITS FOR DEMOLITION AND REMOVAL OF MATERIALS FROM THE SITE.
- LIMIT SAW CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE PLANS. ANY DAMAGE TO ANY SURROUNDING AREAS SHALL BE REPAIRED / REPLACED AT THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROTECT EXISTING ADJACENT STRUCTURES, PAVEMENT, UTILITIES, LANDSCAPE, ETC. FROM DAMAGE DURING CONSTRUCTION.
- CONTRACTOR SHALL ENSURE THAT SERVICES TO ALL UTILITIES TO BE REMOVED HAS BEEN DISCONTINUED AND SHUT OFF. ALL UTILITY LINES SHALL BE CAPPED PER UTILITY COMPANY STANDARDS.
- EXISTING PERIMETER TREES & LANDSCAPING TO REMAIN WHEREVER POSSIBLE.
- EXISTING WELLS SHALL BE REMOVED OR RELOCATED BY CERTIFIED WELL CONTRACTOR
- ALL DRAINAGE PIPE ASSOCIATED WITH EXISTING DRAINAGE STRUCTURES TO BE REMOVED.
- ALL SANITARY SEWER & WATER SERVICE PIPE ASSOCIATED WITH THE EXISTING SYSTEM TO BE REMOVED.
- ALL EXISTING RIGHT-OF-WAY SIDEWALK TO REMAIN IN PLACE DURING CONSTRUCTION UNTIL NEW SIDEWALK IS READY TO BE POURED.
- ALL EXISTING RIGHT-OF-WAY ASPHALT PAVEMENT TO REMAIN IN PLACE DURING CONSTRUCTION UNTIL NEW ASPHALT PAVEMENT IS READY TO BE CONSTRUCTED.

EXISTING LEGEND

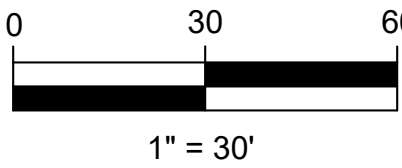
- | | |
|--|---------------------------|
| | PROPERTY LINE |
| | ADJACENT ROW |
| | CONCRETE SIDEWALK |
| | FENCE |
| | OVERHEAD ELECTRIC SERVICE |
| | SANITARY LINE |
| | WATER VALVE |
| | WATER METER |
| | FIBER OPTIC |
| | MONITOR WELL |
| | FIRE HYDRANT |
| | SANITARY SEWER MANHOLE |
| | DRAINAGE MANHOLE |
| | DRAINAGE INLET |
| | LIGHT POLE |
| | WOOD POWER POLE |
| | ELECTRIC METER |
| | SPOT ELEVATION |
| | TREE |

DEMOLITION LEGEND

- | | |
|--|-------------------------------------|
| | EXISTING ASPHALT TO BE REMOVED |
| | EXISTING BRICK PAVERS TO BE REMOVED |
| | EXISTING CONCRETE TO BE REMOVED |
| | EXISTING STRUCTURE TO BE REMOVED |
| | LIMITS OF DISTURBANCE |
| | EXISTING TREE TO BE REMOVED |



GRAPHIC SCALE



NOTE:

ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).



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Bowman

PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 30462

Bee Safe Storage and Wine Cellar Demolition Plan

WINE CELLAR
DEMOLITION PLAN

PROJECT NO
010823-01-001

PLAN STATUS

DATE	DESCRIPTION
MCU	RO
DESIGN	DRAWN
CHKD	CHKD

SCALE:

JOB No. 010823-01-001

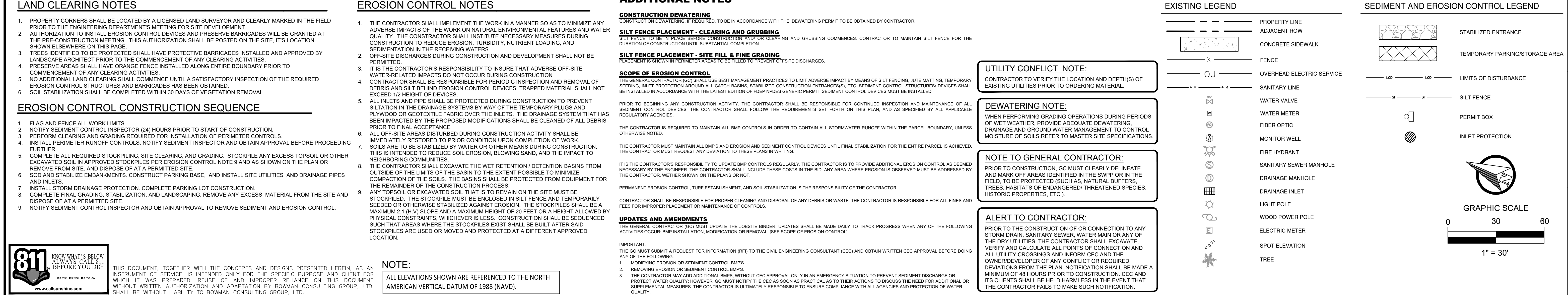
DATE FEBRUARY 2022

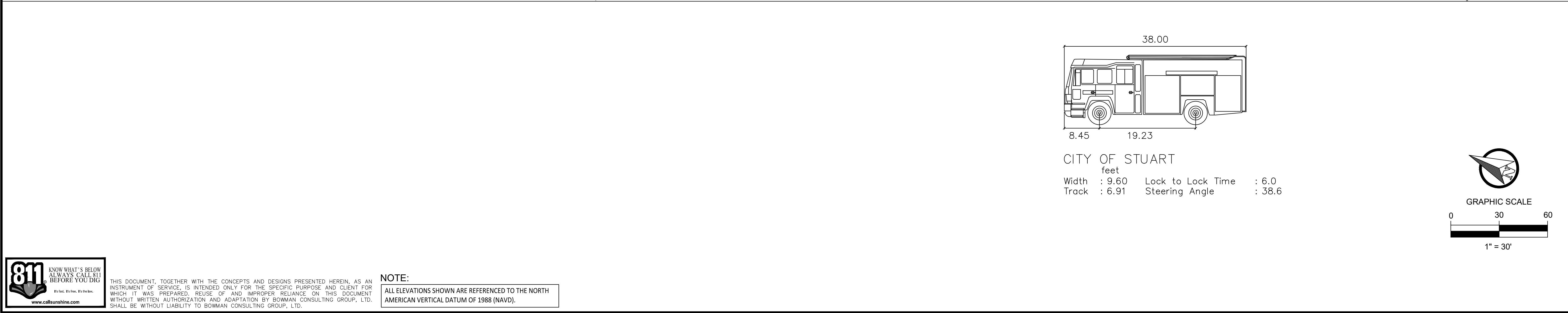
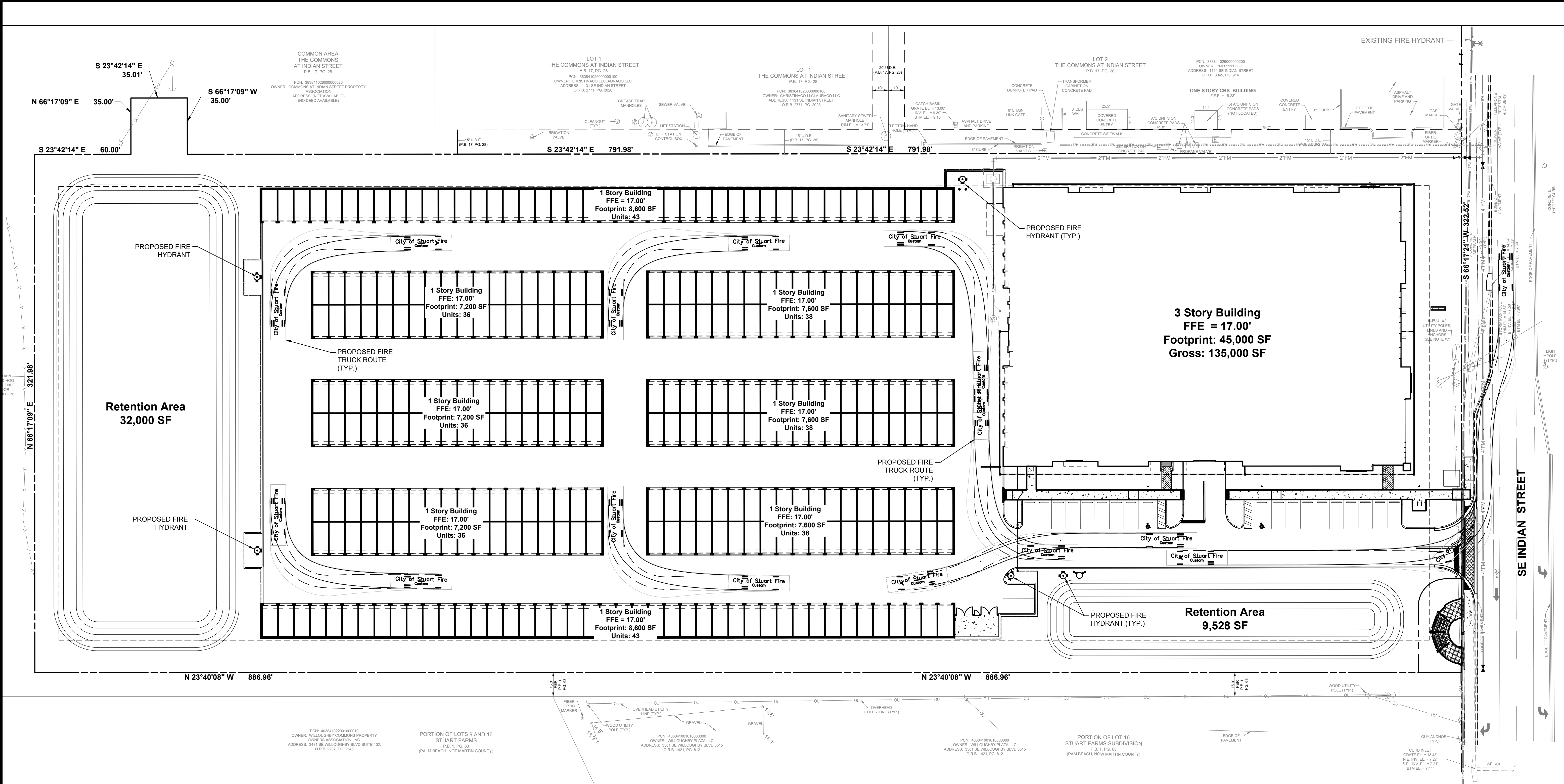
FILE No. 010823-01-001-C003-DEM0

SHEET

Michael Hazie, P.E.
FL. LICENSE NO. 88867

C03





Bowman

PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION NO. 30462

Bowman Consulting Group, Ltd., Inc.
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Stuart, Florida 34994
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BEE SAFE STORAGE AND WINE CELLAR

FIRE TRUCK CIRCULATION PLAN

FLORIDA
MARTIN COUNTY

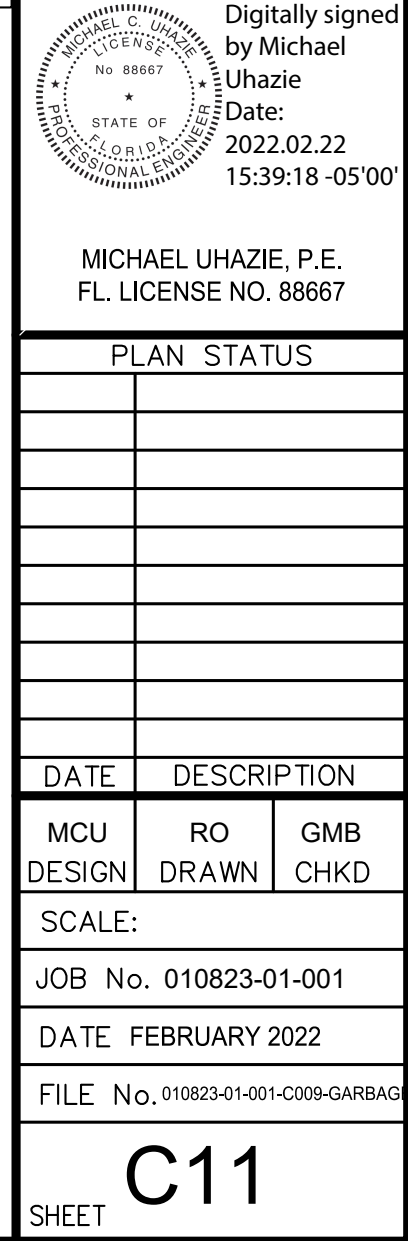
PROJECT NO
010823-01-001

Digitally signed
by Michael
Ushazie
Date:
2022.02.22
15:38:58 -05'00'

MICHAEL UHAZIE, P.E.
FL LICENSE NO. 88667

PLAN STATUS

DATE	DESCRIPTION
MCU DESIGN	RO DRAWN GMB CHKD
SCALE:	
JOB No.	010823-01-001
DATE	FEBRUARY 2022
FILE No.	010823-01-001-C008-FIRE
SHEET	C10



Memorandum

To: Michael Uhazie, PE
Project Manager / Bowman Consulting

From: Andrew Petersen, PE

Andrew J. Petersen, P.E.
State of Florida, License # 75493

Date: 07/20/2021

07/22/2021

Re: Bee Safe Storage & Wine Cellar @ SE Indian St. Stuart, FL – Turn Lane Warrant Analysis

Digitally signed by Andrew Petersen
Reason: This item has been digitally signed & sealed by Andrew J. Petersen, P.E. on the date indicated here. Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.
Contact Info:
apetersen@bowmanconsulting.com
Date: 2021.07.22 22:52:40-04'00'

Bowman Consulting Group (Bowman) has been retained to perform a Traffic Impact Memorandum for the proposed Bee Safe Storage & Wine Cellar to be located at 1137 SE Indian St. Stuart, Florida, see **Attachment A**. The purpose for this memorandum is to provide a summary of the anticipated trip generation and trip distribution, and to conduct a turn lane warrant analysis for the proposed Bee Safe Storage.

The scope of the Traffic Impact Assessment was coordinated with Martin County Traffic Review Staff, see **Attachment B**. This scope was also coordinated and the City of Stuart Traffic Review Staff (Captec Engineering, Inc.) via conference call.

Proposed Development

The applicant is proposing to develop the site with a 135,000 square feet Warehouse, and an additional 61,600 square feet of storage building. The Site is proposed to be developed on SE Indian St, northeast of the intersection with SE Willoughby Blvd. **Figure 1** depicts the location of the proposed development.



Figure 1 Location of site

Access to the site is proposed to be provided by one right-in/right-out driveway along SE Indian St, as depicted in **Figure 1**.

Roadway system

SE Indian St.: within the identified study area SE Indian St. is a four-lane divided urban major arterial according to the Florida Department of Transportation, Martin County Functional Classification Map. SE Indian St has a Northeast-Southwest alignment and a posted speed limit of 45 MPH.

Trip Generation and Distribution

The Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition was used to determine the number of trips generated by the land use Warehousing (Land Use 150). **Table 1** outlines the trip generation calculations for the proposed development.

Table 1 Site Trip Generation

Land Use (1)	Size	Weekday			AM			PM		
		In	Out	Total	In	Out	Total	In	Out	Total
LU 150 Warehousing	196,600	178	179	357	38	11	49	13	38	51

(1) Institute of Transportation Engineers Trip Generation (ITE), 10th Edition

Based on **Table 1**, the proposed development is expected to generate a total of 49 trips (38 entering and 11 exiting) during the morning peak hour and 51 trips during (13 entering and 38 exiting) the evening peak hour.

The anticipated trip distribution for the proposed site was developed based on review of the 2019 Traffic Volume information extracted from the Martin County *2019 Roadway Level of Service Inventory Report*.



Figure 2 Trip Distribution

Martin County *Adopted LOS D*, city of Stuart *Adopted LOS E*. As defined on Chapter 5, Section 5.2 of the Martin County Code of Ordinances, and Element II (*Transportation Element*) Objective 1 Policy 1.4 of the city of Stuart Code of Ordinances.

Table 2 presents the projected impact of the proposed development site trips in the surrounding roadway network according to the Trip Distribution presented in **Figure 2**.

Table 2 Site Trip Distribution

Roadway	Segment	Generalized Service ⁽¹⁾	Generalized Service Capacity ⁽¹⁾	Project Traffic Trip Dist %	Projected Daily Development Trips ^(2,3)	Project Traffic Impact (%)
SE Indian St	From Wiloughby Blvd to US -1	C	2,000	50%	26	1.3%
SE Indian St	From SR-76 to Wiloughby Blvd	C	2,000	29%	15	0.8%
SE Indian St	From US - 1 to SR-5	C	2,000	10%	5	0.3%
Wiloughby Blvd	North of SE Indian St.	C	2,000	11%	6	0.3%
Wiloughby Blvd	South of SE Indian St.	C	2,000	10%	5	0.3%
US-1	North of SE Indian St.	C	3,020	22%	11	0.4%
US-1	South of SE Indian St.	C	3,020	18%	9	0.3%

(1) Generalized LOS Capacity and 2019 Peak Hour Directional Volume extracted from Martin County 2019 Roadway Level of Service Inventory Report

(2) Projected Daily Development Trips were calculated using LU 150 from the ITE Trip Generation Manual. The assumed trip distribution along the roadways based on the projected site trip distribution pattern.

(3) Trip Generation Rates calculated for the PM Peak Hour

Based on **Table 2** and considering the evening peak hour was determined to be the peak hour of the proposed development, the development is not expected to significantly impact the surrounding roadway network. The proposed trips would fit in the existing traffic conditions without disrupting the current level of service. Justifying that the proposed traffic created by the proposed development should be considered acceptable without the need for any additional improvements.

Capacity Analysis

The intersection of SE Indian St & the Warehouse Driveway was analyzed for the Build Out Conditions following the Highway Capacity Manual (HCM 6th edition) methodologies using the computer software package Synchro 10. The analysis uses capacity, Level of Service, and control delay as the criteria for the performance of the intersection.

Per the city of Stuart request, the Build Out year was revised to be two years after the anticipated construction/issuance of certificate of occupancy year (2022), therefore for the purposes of this memorandum, 2024 is considered the Build Out year.

Capacity Analyses were conducted for the Build conditions (year 2024). The primary purpose for this approach was to evaluate the results in order to identify the impact of the proposed development. The capacity results are included in **Appendix C**.

The intersection is expected to operate at LOS A under No Build and Build conditions. No increases in delays are expected on the eastbound and westbound approaches with the inclusion of the proposed development. A 11.9-second delay is expected on the southbound approach (site driveway) for the morning peak hour and a 17-second delay is anticipated for the evening peak hour. Therefore, under Build

conditions, the site driveway is expected to operate at acceptable LOS C or better during the morning and evening peak hours.

The 95th queue results for the morning and evening peak hour show the queue lengths are not expected to exceed the available storage of the driveway under Build conditions.

Turn Lane Warrant Analysis

The forecasted right turn volumes at the site driveways were evaluated to determine the need for the installation of auxiliary right turn lanes to access the proposed site. The analyses were completed per the criteria set forth in the Driveway Information Guide (Chapter 7) published by the Florida Department of Transportation.

The proposed site driveway is projected to generate the following number of right turns:

- AM Peak Hour – 38
- PM Peak Hour – 13

Table 3 outlines the criteria required to meet the installation of an auxiliary right turning lane.

Table 3 Right Turn Lane Warrant Criteria Results at Proposed Site Driveways

Criteria ⁽¹⁾	Driveway 1
	Criteria Met?
45 MPH or Less - more than 80 -125 turns per hour ⁽²⁾ .	No
Over 45 MPH More than 35-55 right turns per hour ⁽²⁾ .	N/A
⁽¹⁾ FDOT Driveway Information Guide ⁽²⁾ The lower threshold of 80 right turn vehicles per hour would be most used for higher volume (greater than 600 vehicles per hour, per lane in one direction on the major roadway) or two-lane roads where lateral movement is restricted. The 125 right turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with a large entry radius (50 feet or greater).	

As shown in **Table 3**, the proposed site driveway 1 does not meet the conditions for a right turn lane along SE Indian St.

Table 4 presents the additional criteria provided by the FDOT Driveway information guide for the installation of a right turn lanes.

Table 4 Right Turn Lane Warrant Criteria Results at Proposed Site Driveways

Criteria ⁽¹⁾	Driveway 1
	Criteria Met?
Facilities having a high volume of buses, trucks or trailers (2 or 3 per hour).	No
Poor internal design of a driveway facility causing potential backups in the through lanes.	No
Heavier than normal peak flows on the main roadway.	No
Very high operating speeds (such as 55 MPH or above) and in rural areas where turns are not expected by through drivers.	No
Highways with curves or hills where sight distance is impacted.	No
Gated entrances.	Yes
Crash experience, especially Rear-End Collisions.	No
Intersections or driveways just after signalized intersections where acceleration or driver expectancy would make a separate right turn lane desirable, (this would also be the case downstream soon after a dual left turn lane onto a four-lane road)	No
Severe skewed angle of intersection requiring right turn vehicle to stop greatly.	No
⁽¹⁾ FDOT Driveway Information Guide	

The criteria for gated entrances is met. However, considering the expected number of trips of this development, the queue length at the southbound approach of the intersection of site driveway and SE Indian St., and considering no additional criteria is met, the installation of a right turn lane is not warranted at this location.

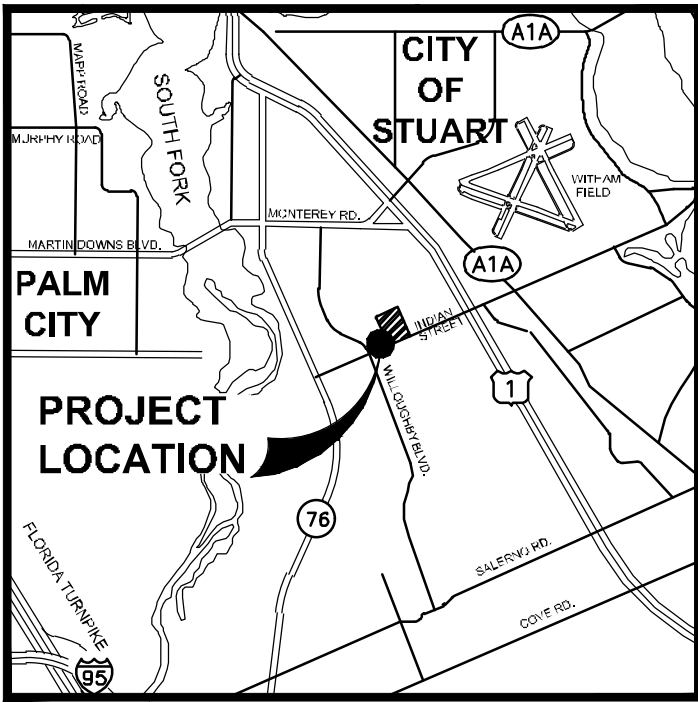
Summary of findings and Conclusions

- The proposed development is expected to generate a total of 49 trips (38 entering and 11 exiting) during the morning peak hour and 51 trips during (13 entering and 38 exiting) the evening peak hour.
- It is anticipated that 50% of the site trips travel to/from West of SE Indian St.; of these, 29% are expected to/from SE Indian St., 11% are expected from/to north of SE Willoughby Blvd and 10% are expected to travel from/to north of SE Willoughby Blvd. It is anticipated that the remaining 50% of the site trips travel to/from East of SE Indian St.; of these, 10% are expected to/from SE Indian St., 22% are expected from/to north of U.S. Rte. 1 and 18% are expected to travel from/to south of U.S. Rte. 1.
- The proposed site driveway is projected to generate the following number of right turns:
 - AM Peak Hour – 38
 - PM Peak Hour – 13
- Based on the roadway impact evaluation, the proposed development is not expected to significantly impact the surrounding roadway network.
- The results of the turn lane warrant analysis are as follows:
 - The intersection is expected to operate at LOS A under No Build and Build conditions. The eastbound and westbound approach are not expected to be impact by the inclusion of the proposed development. The southbound approach is expected to operate at an acceptable LOS C or better.
 - The 95th queue results for the morning and evening peak hour show the queue lengths are not expected to exceed the available storage of the driveway under Build conditions.
- The results of the turn lane warrant analysis are as follows:
 - The proposed site driveway does not meet the conditions set by the FDOT Driveway Information Guide, not warranting a right turn lane along SE Indian St.
 - Based on the additional criteria set by the FDOT Driveway Information Guide, the criteria for gated entrances is met. However, considering the expected number of trips of this development, the queue length at the southbound approach of the intersection of site driveway and SE Indian St., and considering no additional criteria is met, the installation of a right turn lane is not warranted at this location.

Appendix A

Drawing Name: J:\Projects Active\20-305 Indian Street Storage-Bee Safe\Site Plan-1.dwg
Apr. 27, 2021 - 5:27pm 20-305 - Indian Street Bee Safe Storage CSP 1.dwg
J:\Projects Active\20-305 Indian Street Storage-Bee Safe\Site Plan-1.dwg

Key / Location:



N.T.S.

Project Team:

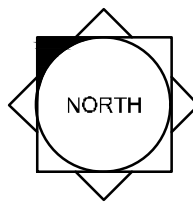
Client & Property Owner:	Southeast Realty Partners 201 North Elm Street Greensboro, NC 27401
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Surveyor:	Bowman Consulting Group, LTD. Inc. 301 S.E. Ocean Blvd., Suite 301 Stuart, Florida 34994

Indian Street Storage

Indian Street, Stuart, Florida

Conceptual Site Plan

Date	By	Description
08APR21	SJS	Conceptual Site Plan
26APR21	SJS	Revised Per New Building Footprint

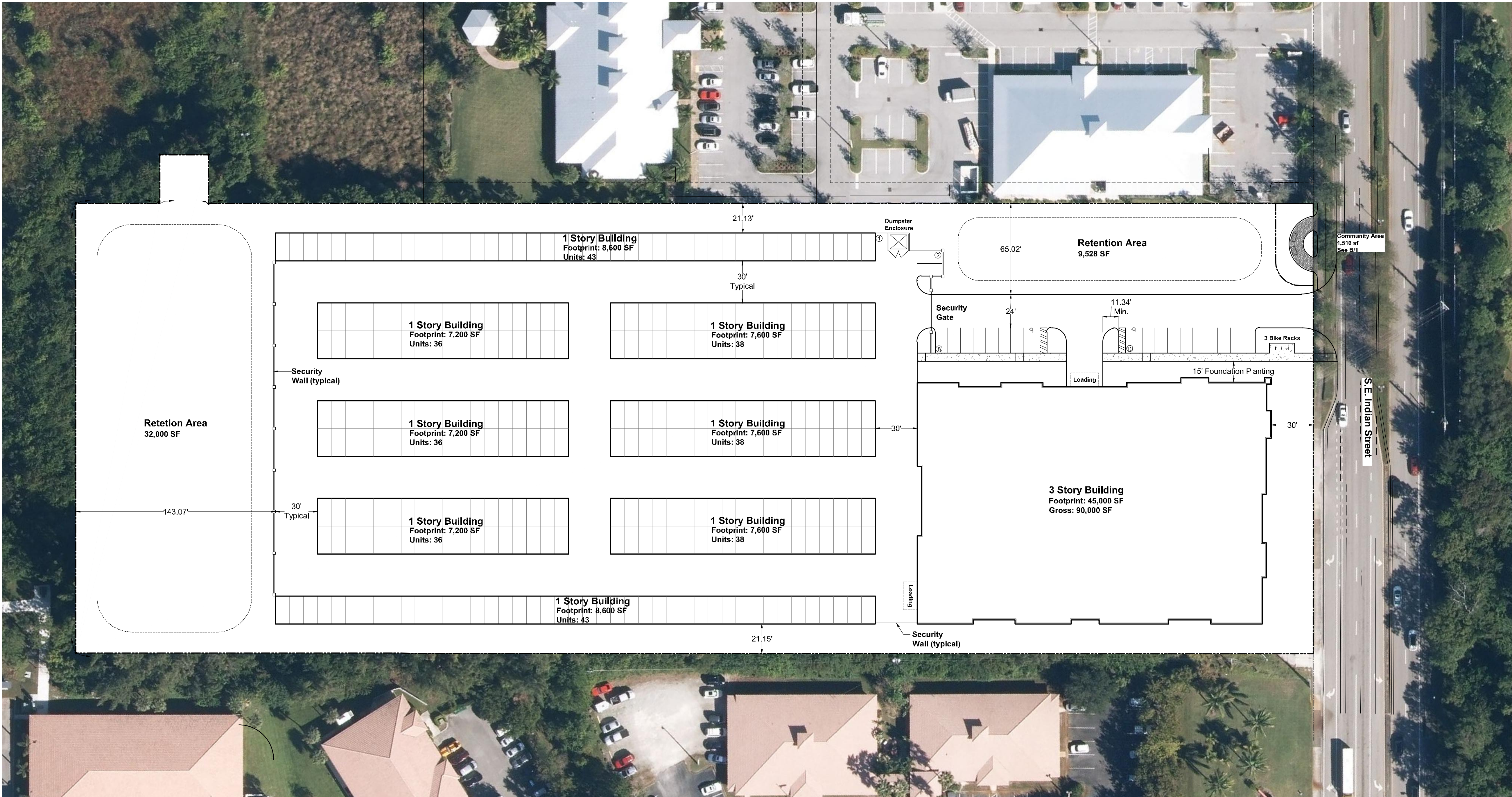


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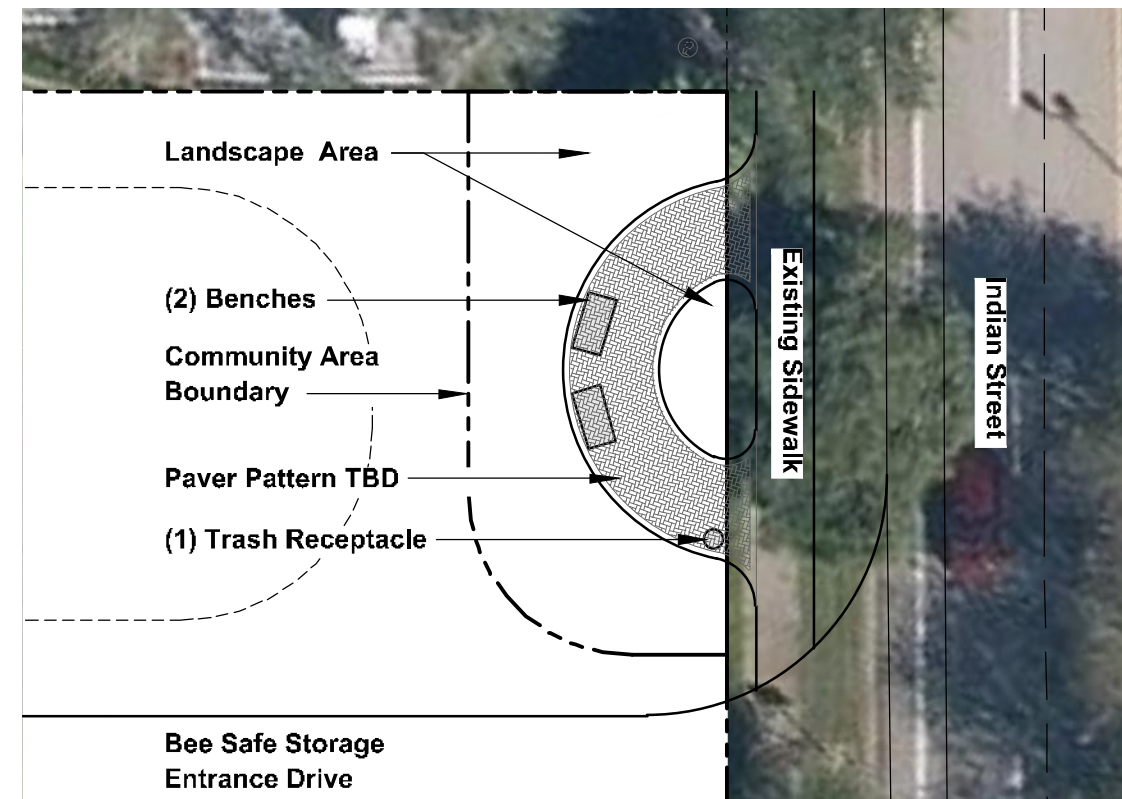
0 20' 40' 80'

REG. # 1018
Thomas P. Lucido

Designer	SJS	Sheet
Manager	DF	1 of 1
Project Number	20-305	
Municipal Number	---	
Computer File	20-305 - Indian Street Be Safe Storage CSP 1.dwg	



A
1
Bee Safe Storage Conceptual Site Plan
Plan View Scale: 1" = 40'



B
1
Community Area Site Plan
Plan View Scale: 1" = 20'

Site Data

Total Site Area:	287,060 sf	6.59 ac
Total Building Area:	151,600 sf	3.48 ac
Building Footprint:	106,600 sf	2.45 ac
Vehicular Use Area:	79,605 sf	1.83 ac

Impervious Max. Allowed:	65%	4.28 ac
Impervious Area Provided:	186,205 sf	65% 4.28 ac

Open Space Required:	25%	1.65 ac
Open Space Provided:	99,339 sf	35% 2.30 ac

Community Area: 1,516 sf 1% of Gross Floor Area

Total Units: 908 Units

Parking Requirements

Parking Required:	21 Spaces
1 space per employee plus 1 space per 50 storage units	
Parking Provided:	21 Spaces

Appendix B

From: Lukas Lambert <llambert@martin.fl.us>
Sent: Tuesday, February 16, 2021 2:50 PM
To: Daniela Jurado
Cc: Lisa Wichser; Damian Bono
Subject: [EXTERNAL] RE: Warehouse Stuart, FL-Traffic Impact Assessment Scope

Good afternoon Daniela,

The proposed development is within the municipal boundaries of the City of Stuart, and will need to be submitted for their review. <https://cityofstuart.us/264/Planning-Zoning-Department>

City of Stuart Development Web Map

<https://stuartfl.maps.arcgis.com/apps/webappviewer/index.html?id=0af302238bf542deaeb499ca6efcb2e>

Martin County would review and issue a right-of-way use permit should any access changes be proposed.

Luke Lambert
Traffic Engineering Manager
Public Works Department
[Martin County Board of County Commissioners](#)
772-221-2300

From: Daniela Jurado <djurado@bowmanconsulting.com>
Sent: Tuesday, February 16, 2021 2:28 PM
To: Damian Bono <dbono@martin.fl.us>
Cc: Andrew Petersen <apetersen@bowmanconsulting.com>
Subject: Warehouse Stuart, FL-Traffic Impact Assessment Scope

**Think Before You Click: This Email Originated
Outside of your organization.**

Good afternoon Mr. Bono,

My is Daniela Jurado I am an engineer working with Bowman Consulting. I am sending this email to discuss the scope of the traffic study for a proposed project near the intersection of SE Indian Street and SE Willoughby Road in the city of Stuart, Martin County.

The development in question is a proposed Warehouse with a 135,000 SF 3 story Main Building (45,000 SF per floor) and 62,400 SF of additional storage space outside the main building. Therefore based on the ITE the expected number of trips is 357 daily trips, 49 during the morning peak and 56 during the evening peak hour.

Our proposed scope is as follows:

1. Trip generation calculations for the proposed development utilizing the ITE *Trip Generation Manual, 10th Edition*

2. Traffic assignment (trip distribution) for the proposed development
3. Turn lane warrant analysis.

I have attached the proposed scope to this email. Would this be an acceptable approach for the County?

Please let me know if you have any questions, or would like to discuss these items further.

Thank you in advance,

DANIELA JURADO

Engineer I | **BOWMAN**

4450 W Eau Gallie Boulevard, Suite 144, Melbourne, FL 32934

O: (321) 255-5434 | D: (321) 270-8977 | M: (786) 370-2762

djurado@bowmanconsulting.com | bowmanconsulting.com



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TRAFFIC IMPACT STUDY WAREHOUSING, STUART FL SCOPING/METHODOLOGY STATEMENT

Scoping Meeting Date: Electronic Coordination

Applicant's Consultant: Bowman Consulting Group

Applicant's Contact information: Andrew J Petersen (321 -270 - 8983 / apetersen@bowmanconsulting.com)
Daniela Jurado (321 -270 - 8977 / djurado@bowmanconsulting.com)

(1) LOCATION OF PROPOSED PROJECT: **See Figure 1**

Municipality: City of Stuart, FL

Roadway SE Indian Street

(2) DESCRIPTION OF PROPOSED PROJECT:

The proposed project consists on the development of a currently abandoned parcel located on the Northwest side of SE Indian St, northeast of the intersection with SE Willoughby Blvd, in the city of Stuart, Florida. The proposed development comprises a 135,000 square feet warehouse and 32,400 SF of additional storage building. Access to the development will be provided by one Right-in/Right-out driveway along SE Indian Street.

Trip generation rates were extracted from the Institute of Transportation Engineers 10th Edition. The trip generation is presented in **Table 1**. The proposed Trip Distribution is presented in **Figure 2**.

(3) PURPOSE OF THE ASSESSMENT:

The purpose for the study is to determine the number of trips generated by the proposed site; to evaluate the need of turn lanes into the site.

Turn lane warrant analyses will be completed at the proposed driveway access points along SE Indian Street. The results of the study will be summarized in a report document with graphics and back up data.

(4) DEVELOPMENT SCHEDULE:

Anticipated Opening Date: 2022

Analysis Date: 2022

(5) STUDY INTERSECTIONS (See Figure 2):

-SE Indian Street and Site Driveway 1 (Right-in/Right-out driveway)

(6) STUDY AREA TYPE: Urban: x Rural:

(7) ANALYSIS PERIODS AND TIMES:

AM Peak hour	7:00 AM - 09:00 AM
PM Peak hour	4:00 PM - 06:00 PM

(8) TRAFFIC ADJUSTMENT FACTORS:

(a) Seasonal Adjustment: N/A

(b) Annual Base Traffic Growth: N/A Source: N/A

(9) OTHER PROJECTS WITHIN STUDY AREA TO BE ADDED TO BASE TRAFFIC:

No

(10) APPROVAL OF DATA COLLECTION ELEMENTS AND METHODOLOGIES:

<u>Proposed Location</u>	<u>Period (Avg Day)</u>	<u>Type</u>
- SE Indian St, NE of int w/ Willoughby Blvd	AM/PM	Turning Movement Counts

(11) CAPACITY/LOS ANALYSIS

<u>Location</u>	<u>Period (Avg Day)</u>	<u>Type</u>
N/A		

(12) ROADWAY IMPROVEMENTS/MODIFICATIONS BY OTHERS TO BE INCLUDED:

TBD

(13) OTHER NEEDED ANALYSES:

(a) Signal Warrant Analysis:
No

(b) Required Signal Phasing/Timing Modifications:
N/A

(c) Analysis of the Need for Turning Lanes:
-SE Indian Street and Site Driveway 1 (Right-in/Right-out driveway)

(d) Turning Lane Lengths:
N/A

(e) Queuing Analysis:
N/A

(14) ADDITIONAL COMMENTS OR RECOMMENDATIONS RELATIVE TO THE SCOPE OF THIS PROJECT:

TRAFFIC IMPACT STUDY **SCOPING/METHODOLOGY STATEMENT**

FIGURE 1



TABLE 1

Land Use (1)	Size	Weekday			AM			PM		
		In	Out	Total	In	Out	Total	In	Out	Total
LU 150 Warehousing	197,400	178	179	357	38	11	49	18	38	56

(1) Institute of Transportation Engineers Trip Generation (ITE), 10th Edition

(2) Pass-by Rates of 76% for LU-960 were extracted from the ITE Trip Generation Errata.

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Baker Rd	SR-5	CR-723	Class II: 2-Ln Undivided	750	5,349	243	C	1.8%
Berry Ave	Golden Bear Wy	CR-714	Class II: 2-Ln Undivided	750	3,487	177	C	1.3%
Berry Ave	CR-714	Sunset Tr	Class II: 2-Ln Undivided	750	1,809	97	C	0.5%
Britt Rd	Pine Lake Dr	SR-5	Class II: 2-Ln Undivided	750	4,565	212	C	0.6%
Citrus Blvd.	CR-714 (Martin Hwy)	Port St. Lucie Blvd.	Transitional 2-Ln Uninter /Undivided Flow	1200	5,391	469	C	7.0%
Commerce Ave	Salerno Rd	Monroe St	Class II: 2-Ln Undivided	750	6,156	393	D	3.1%
Commerce Ave	Monroe St	Indian St	Class II: 2-Ln Undivided	750	6,704	366	C	0.7%
Country Club Dr	Palm Beach County	Island Way	Class II: 2-Ln Undivided	750	2,827	134	C	0.5%
Country Club Dr	Island Way	Little Club Dr	Class II: 2-Ln Undivided	750	3,512	159	C	1.9%
County Line Rd	Little Club Dr	SR-5	Class II: 2-Ln Undivided	750	2,703	124	C	2.9%
Cove Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	13,855	749	C	1.5%
Cove Rd	Willoughby Blvd	SR-5	Class I: 2-Ln Undivided	880	15,446	699	C	0.9%
Cove Rd	SR-5	CR-A1A	Class II: 2-Ln Undivided	750	13,161	586	D	2.5%
Cove Rd	CR-A1A	End	2-Ln Undivided Non-State	675	5,739	322	C	1.7%
CR-609 (Allapattah Rd)	SR-710	CR-714	Uninterrupted Rural Hwy: 2-Ln Undivided	740	1,892	109	A/B	3.5%
CR-609 (Allapattah Rd)	CR-714	St Lucie County	Uninterrupted Rural Hwy: 2-Ln Undivided	740	1,786	88	A/B	2.9%
CR-707 (Beach Rd)	Palm Beach County	CR-708	2-Ln Undivided Non-State	675	1,782	116	C	1.4%
CR-707 (Dixie Hwy)	CR-723/CR-707	CR-707 (Indian River Dr)	Class II: 2-Ln Undivided	750	5,383	235	C	0.8%
CR-707 (Indian River Dr)	CR-707 (Dixie Hwy)	CR-707A (Jensen Beach Blvd.)	2-Ln Undivided Non-State	675	10,521	601	D	0.5%
CR-707 (Indian River Dr)	CR-707A	SR-732	Class II: 2-Ln Undivided	750	6,007	336	C	8.0%
CR-707 (Indian River Dr)	SR-732	St. Lucie County	2-Ln Undivided Non-State	675	6,615	351	D	8.0%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB) and Murphy Rd (PM/NB).

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
CR-707A (Jensen Beach Blvd)	CR-723	Skyline Dr	Class II: 4-Ln Divided	1630	23,279	1,175	D	4.5%
CR-707A (Jensen Beach Blvd)	Skyline Dr	Pineapple Way	Class II: 4-Ln Divided	1630	19,680	962	D	0.5%
CR-707A (Jensen Beach Blvd)	Pineapple Wy	CR-707	2-Ln Undivided Non-State	675	8,920	448	D	0.5%
CR-708 (Bridge Rd)	SR-76	CR-711	Uninterrupted Rural Hwy: 2-Ln Undivided	740	932	67	A/B	6.7%
CR-708 (Bridge Rd)	CR-711	I-95	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,899	246	C	8.0%
CR-708 (Bridge Rd)	I-95	Powerline Ave	Transitional 2-Ln Uninter /Undivided Flow	1200	9,172	540	C	4.9%
CR-708 (Bridge Rd)	Powerline Ave	SR-5	Class I: 2-Ln Undivided	880	10,577	588	C	4.2%
CR-708 (Bridge Rd)	SR-5	CR-A1A	2-Ln Undivided Non-State	675	9,373	570	D	0.7%
CR-708 (Bridge Rd)	CR-A1A	Gomez Ave	2-Ln Undivided Non-State	675	8,053	419	D	0.5%
CR-708 (Bridge Rd)	Gomez Ave	CR-707	Class II: 2-Ln Undivided	750	4,739	319	C	1.2%
CR-711 (Pratt Whitney Rd)	Palm Beach County	CR-708	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,278	294	C	5.5%
CR-711 (Pratt Whitney Rd)	CR-708	South Fork High School	Class I: Transitional 2-Ln Undivided	800	4,582	314	C	2.2%
CR-711 (Pratt Whitney Rd)	South Fork High School	SR-76	Class I: Transitional 2-Ln Undivided	800	6,071	290	C	4.9%
CR-713 (High Meadow Ave)	I-95	CR-714	2-Ln Uninter /Undivided Flow	1190	13,157	1,008	D	1.1%
CR-713 (High Meadow Ave)	CR-714	SR-714	Class I: 2-Ln Undivided	880	10,885	634	C	4.2%
CR-713 (High Meadow Ave)	SR-714	Murphy Rd	2-Ln Uninter /Undivided Flow	1190	12,431	577	C	2.8%
CR-714 (Martin Hwy)	SR-710	Fox Brown Rd	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,413	202	A/B	7.9%
CR-714 (Martin Hwy)	Fox Brown Rd	CR-609	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,679	194	A/B	7.4%
CR-714 (Martin Hwy)	CR-609	I-95	Uninterrupted Rural Hwy: 2-Ln Undivided	740	5,747	261	C	6.2%
CR-714 (Martin Hwy)	Florida's Turnpike	CR-713	Class I: 4-Ln Divided	2000	20,783	1,504	C	0.5%
CR-714 (Martin Hwy)	CR-713	Mapp Rd	Class I: 4-Ln Divided	2000	22,656	1,223	C	5.6%

Segments with shaded LOS require additional analysis.
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Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	Class I: 4-Ln Divided	2000	23,957	1,622	C	6.1%
CR-723 (Savanna Rd)	CR-707	NE 24th St	Class I: 2-Ln Undivided	880	9,135	384	C	0.5%
CR-723 (Savanna Rd)	NE 24th St	CR-707A (Jensen Beach Blvd.)	Class I: 2-Ln Undivided	880	9,631	471	C	1.0%
CR-726 (Citrus Blvd)	SR-710	Greenridge Ln	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,783	126	A/B	0.5%
CR-726 (Citrus Blvd)	Greenridge Ln	CR-76A	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,488	137	A/B	0.5%
CR-76A (Citrus Blvd.)	CR-726	SR-714	Transitional 2-Ln Uninter /Undivided Flow	1200	4,269	283	A/B	8.0%
CR-76A (SW 96th St)	CR-726	Pennsylvania Ave	Transitional 2-Ln Uninter /Undivided Flow	1200	3,845	195	A/B	8.0%
CR-76A (SW 96th St)	Pennsylvania Ave	SR-76	Class I: Transitional 2-Ln Undivided	800	8,086	492	C	2.5%
CR-A1A (Dixie Hwy)	SR-5	CR-708	Class II: 2-Ln Undivided	750	3,416	192	C	4.7%
CR-A1A (Dixie Hwy)	CR-708	Osprey St	Class I: 2-Ln Undivided	880	7,552	477	C	3.7%
CR-A1A (Dixie Hwy)	Osprey St	Heritage Blvd	2-Ln Uninter /Undivided Flow	1190	6,595	393	A/B	3.1%
CR-A1A (Dixie Hwy)	Heritage Blvd	Cove Rd	2-Ln Uninter /Undivided Flow	1190	7,147	346	A/B	2.9%
CR-A1A (Dixie Hwy)	Cove Rd	Salerno Rd	Class II: 2-Ln Divided	790	12,131	617	D	3.1%
CR-A1A (Dixie Hwy)	Salerno Rd	St. Lucie Blvd	Class II: 2-Ln Undivided	750	17,261	835	F	3.3%
CR-A1A (Dixie Hwy)	St Lucie Blvd	Jefferson St	Class II: 2-Ln Undivided	750	14,108	748	D	2.9%
CR-A1A (Dixie Hwy)	Jefferson St	Indian St	Class II: 4-Ln Divided	1630	18,389	848	D	2.2%
CR-A1A (Dixie Hwy)	Indian St	SR-714	Class I: 4-Ln Divided	2000	17,161	824	C	3.1%
CR-A1A (Dixie Hwy)	SR-714	SE Fifth St	2-Ln Undivided Non-State	675	6,710	346	D	1.6%
Farm Rd	Dr Martin Luther King Jr Dr	Palm Wy	Class II: 2-Ln Undivided	750	2,817	124	C	3.2%
Fox Brown Rd	SR-710	CR-714	Uninterrupted Rural Hwy: 2-Ln Undivided	740	347	16	A/B	0.0%
Goldenrod Rd	Britt Rd	SR-732	Class II: 4-Ln Divided	1630	4,810	278	A/B	0.5%

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Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Goldenrod Rd	SR-732	SR-5	Class II: 2-Ln Undivided	750	6,877	402	D	1.9%
Goldenrod Rd	SR-5	Westmoreland Blvd	Class II: 2-Ln Undivided	750	4,635	295	C	3.0%
Gomez Ave	CR-708	Crossrip St	Class II: 2-Ln Undivided	750	3,732	199	C	1.4%
Gomez Ave	Crossrip St	Osprey St	Class II: 2-Ln Undivided	750	1,065	61	C	0.5%
Green River Parkway	Dixie Hwy	Baker Rd	Class II: 2-Ln Undivided	750	6,833	351	C	3.1%
Green River Parkway	Baker Rd	SR-732	Class I: 2-Ln Undivided	880	8,341	596	C	4.3%
Green River Parkway	SR-732	St. Lucie County	2-Ln Uninter /Undivided Flow	1190	8,667	576	C	1.8%
Horseshoe Point Rd	CR-A1A	Kubin Ave	2-Ln Undivided Non-State	675	5,647	285	C	0.5%
Indian St	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	29,306	1,729	C	4.7%
Indian St	Willoughby Blvd	SR-5	Class I: 4-Ln Divided	2000	27,852	1,236	C	2.8%
Indian St	SR-5	Commerce Ave	Class I: 4-Ln Divided	2000	22,368	995	C	0.5%
Indian St	Commerce Ave	CR-A1A	Class I: 4-Ln Divided	2000	25,515	1,199	C	2.5%
Indian St	CR-A1A	St Lucie Blvd	2-Ln Undivided Non-State	675	7,051	346	D	1.1%
Indian River Dr	Palmer St	CR-707	Class II: 2-Ln Undivided	750	7,509	374	D	3.7%
Island Way	Palm Beach County	Jupiter Road	Transitional 2-Ln Uninter /Undivided Flow	1200	4,493	302	A/B	3.4%
Island Way	Jupiter Road	Country Club Dr	Class II: 2-Ln Undivided	750	4,855	213	C	0.5%
Jack James Rd	SR-76	Blue Water Wy	Class II: 2-Ln Undivided	750	3,132	294	C	0.5%
Lares St	CR-708	CR-A1A	2-Ln Undivided Non-State	675	3,349	235	C	0.6%
Little Club Wy	Country Club Dr	Wooden Bridge Wy	2-Ln Undivided Non-State	675	2,273	103	C	0.5%
Locks Rd	Canal St	SR-76	2-Ln Undivided Non-State	675	3,667	232	C	2.0%
MacArthur Blvd	Saifish Point	SR-A1A	2-Ln Undivided Non-State	675	5,989	368	D	6.8%

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Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Mapp Rd	South End	CR-714	Class II: 2-Ln Undivided	750	5,236	249	C	0.5%
Mapp Rd	CR-714	SR-714	Class II: 2-Ln Undivided	750	11,668	557	D	0.5%
Mapp Rd	SR-714	Matheson Ave	Class II: 2-Ln Undivided	750	5,278	301	C	0.5%
Mapp Rd	Matheson Ave	North End	Class II: 2-Ln Undivided	750	7,320	314	C	0.7%
Market Pl	SR-5	Commerce Ave	Class II: 2-Ln Divided	790	4,589	254	C	0.6%
Matheson Ave	SR-714	Mapp Rd	Class II: 2-Ln Undivided	750	5,845	324	C	0.5%
Monroe St	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	1,874	161	C	3.0%
Murphy Rd	Mapp Rd	High Meadow Ave	Class II: 2-Ln Undivided	750	6,712	375	D	4.5%
Murphy Rd	High Meadow Ave	St Lucie County	Class II: 2-Ln Undivided	750	9,721	908	F	3.3%
Ocean Blvd	Flagler Ave	Palm Beach Rd	Class II: 2-Ln Divided	790	10,107	565	D	0.5%
Ocean Blvd	Palm Beach Rd	SR-714	4-Ln Divided Non-State	1465	12,415	652	C	0.5%
Osprey St	SR-5	CR-A1A	Class II: 2-Ln Undivided	750	5,203	216	C	2.3%
Osprey St	CR-A1A	Gomez Ave	Class II: 2-Ln Undivided	750	1,926	118	C	0.5%
Palm Beach Rd	SR-714	Ocean Blvd	2-Ln Divided Non-State	710	8,894	426	D	0.5%
Palm City Rd	SR-714	SR-5	Class II: 2-Ln Undivided	750	7,832	419	D	3.8%
Palmer St	CR-707	Indian River Dr	Class II: 2-Ln Undivided	750	3,111	213	C	3.8%
Pineapple Wy	CR-707A(Jensen Beach Blvd.)	SR-732	Class II: 2-Ln Undivided	750	11,820	614	D	3.9%
Pomeroy St	SR-76	Willoughby Blvd	Class II: 2-Ln Divided	790	8,781	479	D	0.5%
Pomeroy St	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	8,687	466	D	2.3%
Salerno Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	7,831	429	C	1.5%
Salerno Rd	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	9,509	524	D	1.1%

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Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Salerno Rd	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	9,794	440	D	8.0%
Salerno Rd	Commerce Ave	CR-A1A	Class II: 2-Ln Undivided	750	7,955	346	C	0.5%
Seabbranch Blvd	Doubletree Dr	SR-5	Class I: 4-Ln Divided	2000	6,693	335	C	0.5%
Sewalls Pt Rd	SR-A1A	Palmer St	2-Ln Undivided Non-State	675	9,496	470	D	3.0%
Skyline Dr	CR-707A	CR-707	2-Ln Undivided Non-State	675	1,634	84	C	0.5%
SR-5 (US-1)	Palm Beach County	CR-A1A	Transitional 4-Ln Uninter /Divided Flow	3110	20,848	1,062	A/B	1.9%
SR-5 (US-1)	CR-A1A	CR-708	Class I: 4-Ln Divided	2000	17,201	1,001	C	3.1%
SR-5 (US-1)	CR-708	Osprey St	Class I: 4-Ln Divided	2000	24,807	1,670	C	2.2%
SR-5 (US-1)	Osprey St	Seabbranch Blvd	Class I: 4-Ln Divided	2000	23,579	1,046	C	0.6%
SR-5 (US-1)	Seabbranch Blvd	Cove Rd	Class I: 6-Ln Divided	3020	30,507	1,426	C	0.5%
SR-5 (US-1)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	32,412	1,433	C	0.5%
SR-5 (US-1)	Salerno Rd	Monroe St	Class I: 6-Ln Divided	3020	40,491	1,673	C	0.5%
SR-5 (US-1)	Monroe St	Indian St	Class I: 6-Ln Divided	3020	37,491	1,859	C	0.5%
SR-5 (US-1)	Indian St	SR-714	Class I: 6-Ln Divided	3020	45,498	2,267	C	0.5%
SR-5 (US-1)	SR-714	SR-5A	Class I: 6-Ln Divided	3020	37,271	1,822	C	0.5%
SR-5 (US-1)	SR-5A(Cut-off Rd)	SR-76	Class I: 6-Ln Divided	3020	32,616	1,625	C	0.5%
SR-5 (US-1)	SR-76	Palm City Rd	Class II: 6-Ln Divided	2520	47,483	1,986	D	0.5%
SR-5 (US-1)	Palm City Rd	Joan Jefferson Wy	Class II: 6-Ln Divided	2520	54,897	2,473	D	0.5%
SR-5 (US-1)	Joan Jefferson Wy	Wright Blvd	Class I: 6-Ln Divided	3020	59,873	2,874	C	0.5%
SR-5 (US-1)	Wright Blvd	Baker Rd	Class I: 6-Ln Divided	3020	52,644	2,491	C	0.5%
SR-5 (US-1)	Baker Rd	Britt Rd	Class I: 6-Ln Divided	3020	51,826	2,481	C	0.5%

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SR-5 (US-1)	Britt Rd	SR-732	Class I: 7-Ln Divided	3530	55,878	2,898	C	0.8%
SR-5 (US-1)	SR-732	Westmoreland Blvd	Class I: 8-Ln Divided	4040	64,147	3,522	C	0.5%
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	Class I: 8-Ln Divided	4040	60,343	2,721	C	0.5%
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	Uninterrupted Rural Hwy: 2-Ln Undivided	670	6,348	257	C	4.8%
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	2-Ln Uninter /Undivided Flow	840	7,419	310	A/B	3.0%
SR-710 (Warfield Blvd)	CR-609 (Allapattah)	Van Buren	Class I: 2-Ln Undivided	870	12,335	694	C	4.0%
SR-710 (Warfield Blvd)	Van Buren	CR-726 (Citrus)	Class II: 4-Ln Divided	1710	12,335	694	A/B	4.0%
SR-710 (Warfield Blvd)	CR-726	SR-76 (Kanner)	Transitional 4-Ln Uninter /Divided Flow	2450	11,001	431	A/B	3.4%
SR-710 (Warfield Blvd)	SR-76	Palm Beach County	Transitional 4-Ln Uninter /Divided Flow	2450	6,959	258	A/B	1.4%
SR-714 (Martin Hwy)	I-95	CR-76A (Citrus)	Transitional 2-Ln Uninter /Undivided Flow	1200	13,786	735	C	5.1%
SR-714 (Martin Hwy)	CR-76A (Citrus)	Florida's Turnpike	Class I: 4-Ln Divided	2000	21,291	1,136	C	4.9%
SR-714 (Martin Downs Blvd)	Florida's Turnpike	CR-713	Class I: 4-Ln Divided	2000	20,695	1,038	C	1.7%
SR-714 (Martin Downs Blvd)	CR-713	Matheson Ave	Class I: 4-Ln Divided	2000	27,291	1,267	C	0.5%
SR-714 (Martin Downs Blvd)	Matheson Ave	Mapp Rd	Class I: 4-Ln Divided	2000	32,789	1,738	C	0.5%
SR-714 (Palm City Bridge)	Mapp Rd	SR-76	Class I: 4-Ln Divided	2000	34,751	1,989	D	0.5%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	22,465	1,274	C	0.5%
SR-714 (Monterey Rd)	Willoughby Blvd	Monterey Extension	Class I: 4-Ln Divided	2000	24,716	1,186	C	0.6%
SR-714 (Monterey Rd)	Monterey Extension	SR-5	Class I: 4-Ln Divided	2000	18,136	926	C	0.8%
SR-714 (Monterey Rd)	SR-5	CR-A1A	Class II: 4-Ln Divided	1630	21,333	1,099	D	0.5%
SR-714 (Monterey Rd)	CR-A1A	SR-A1A	Class I: 4-Ln Divided	1910	19,430	1,031	C	1.1%
SR-732 (Causeway Blvd)	CR-707	SR-A1A	2-Ln Uninter /Undivided Flow	1190	12,645	786	C	0.5%

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SR-732 (Jensen Beach Blvd)	SR-5	Green River Pkwy	Class I: 4-Ln Divided	2000	25,949	1,349	C	0.5%
SR-732 (Jensen Beach Blvd)	Green River Pkwy	CR-723	Class I: 4-Ln Divided	2000	23,804	1,154	C	0.5%
SR-76 (Kanner Hwy)	SR-15	SR-710	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,134	111	A/B	6.1%
SR-76 (Kanner Hwy)	SR-710	CR-708	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,412	151	A/B	0.9%
SR-76 (Kanner Hwy)	CR-708	CR-711/CR-76A	Transitional 2-Ln Uninter /Undivided Flow	1200	2,889	168	A/B	0.5%
SR-76 (Kanner Hwy)	CR-711/CR76A	Locks Rd	Class I: 4-Ln Divided	2000	13,401	831	C	1.7%
SR-76 (Kanner Hwy)	Locks Rd	Jack James	Class I: 4-Ln Divided	2000	19,231	920	C	0.5%
SR-76 (Kanner Hwy)	Jack James	Cove Rd	Class I: 6-Ln Divided	3020	43,880	2,372	C	0.6%
SR-76 (Kanner Hwy)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	34,493	1,495	C	1.0%
SR-76 (Kanner Hwy)	Salerno Rd	Indian St	Class I: 6-Ln Divided	3020	30,912	1,293	C	2.6%
SR-76 (Kanner Hwy)	Indian St	SR-714	Class I: 6-Ln Divided	3020	21,116	993	C	0.5%
SR-76 (Kanner Hwy)	SR-714	SR-5	Class I: 6-Ln Divided	3020	25,158	1,006	C	0.5%
SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	Class II: 4-Ln Divided	1630	19,437	1,081	D	0.6%
SR-A1A (Ocean Blvd)	St Lucie Blvd	Sewalls Point Rd	Class I: 4-Ln Divided	2000	23,060	1,127	C	1.0%
SR-A1A (Ocean Blvd)	Sewalls Point Rd	Macarthur Blvd	Class I: 2-Ln Divided	925	13,597	845	C	0.5%
SR-A1A (Ocean Blvd)	MacArthur Blvd	SR-732	2-Ln Uninter /Undivided Flow	1190	8,532	407	A/B	3.1%
SR-A1A (Ocean Blvd)	SR-732	St Lucie County	2-Ln Uninter /Undivided Flow	1190	14,752	870	D	1.8%
St Lucie Blvd	CR-A1A	Indian St	2-Ln Undivided Non-State	675	3,305	172	C	0.5%
St Lucie Blvd	Indian St	SR-A1A	2-Ln Undivided Non-State	675	7,524	429	D	3.3%
Westmoreland Blvd	St Lucie County	SR-5	Class II: 2-Ln Divided	790	12,271	601	D	1.0%
Willoughby Blvd	Cove Rd	Salerno Rd	Class I: 2-Ln Undivided	880	4,332	214	C	8.0%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB) and Murphy Rd (PM/NB).

Martin County 2019 Roadway Level of Service Inventory Report

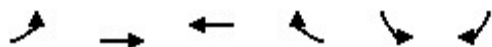
Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Willoughby Blvd	Salerno Rd	Pomeroy St	Class I: 2-Ln Undivided	880	9,007	544	C	5.4%
Willoughby Blvd	Pomeroy St	Indian St	Class I: 4-Ln Divided	2000	11,709	597	C	8.0%
Willoughby Blvd	Indian St	SR-714	Class I: 4-Ln Divided	2000	11,100	666	C	3.7%
Wright Blvd	SR-5	Dixie Highway	Class II: 2-Ln Undivided	750	10,460	555	D	4.3%

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Appendix C

Lanes, Volumes, Timings
1: SE Indian St & Driveway

NO BUILD 2024-AM
07/20/2021

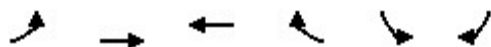


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Traffic Volume (vph)	0	1409	849	0	0	0
Future Volume (vph)	0	1409	849	0	0	0
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt						
Flt Protected						
Satd. Flow (prot)	0	3421	3421	0	0	1863
Flt Permitted						
Satd. Flow (perm)	0	3421	3421	0	0	1863
Adj. Flow (vph)	0	1532	923	0	0	0
Lane Group Flow (vph)	0	1532	923	0	0	0
Sign Control		Free	Free		Stop	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 42.3%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Traffic Vol, veh/h	0	1409	849	0	0	0
Future Vol, veh/h	0	1409	849	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1532	923	0	0	0
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	-	0	-	0	-	462
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	547
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	547
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		0		
HCM LOS					A	
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s)	-	-	-	0		
HCM Lane LOS	-	-	-	A		
HCM 95th %tile Q(veh)	-	-	-	-		

Lanes, Volumes, Timings
1: SE Indian St & Driveway

NO BUILD 2024-PM
07/20/2021

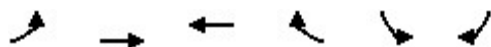


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Traffic Volume (vph)	0	849	1409	0	0	0
Future Volume (vph)	0	849	1409	0	0	0
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt						
Flt Protected						
Satd. Flow (prot)	0	3421	3421	0	0	1863
Flt Permitted						
Satd. Flow (perm)	0	3421	3421	0	0	1863
Adj. Flow (vph)	0	923	1532	0	0	0
Lane Group Flow (vph)	0	923	1532	0	0	0
Sign Control		Free	Free		Stop	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 42.3%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Vol, veh/h	0	849	1409	0	0	0
Future Vol, veh/h	0	849	1409	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	923	1532	0	0	0
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	766
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	345
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	345
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s)	-	-	-	0		
HCM Lane LOS	-	-	-	A		
HCM 95th %tile Q(veh)	-	-	-	-		

Lanes, Volumes, Timings
1: SE Indian St & Driveway

BUILD 2024-AM
07/20/2021

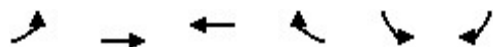


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Traffic Volume (vph)	0	1414	849	38	0	11
Future Volume (vph)	0	1414	849	38	0	11
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.994			0.865
Flt Protected						
Satd. Flow (prot)	0	3421	3401	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3421	3401	0	0	1611
Adj. Flow (vph)	0	1537	923	41	0	12
Lane Group Flow (vph)	0	1537	964	0	0	12
Sign Control		Free	Free		Stop	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 42.4%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Vol, veh/h	0	1414	849	38	0	11
Future Vol, veh/h	0	1414	849	38	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1537	923	41	0	12
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	-	0	-	0	-	482
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	530
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	530
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		11.9		
HCM LOS	B					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	530		
HCM Lane V/C Ratio	-	-	-	0.023		
HCM Control Delay (s)	-	-	-	11.9		
HCM Lane LOS	-	-	-	B		
HCM 95th %tile Q(veh)	-	-	-	0.1		

Lanes, Volumes, Timings
1: SE Indian St & Driveway

BUILD 2024-PM
07/20/2021



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Traffic Volume (vph)	0	868	1409	13	0	38
Future Volume (vph)	0	868	1409	13	0	38
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.999			0.865
Flt Protected						
Satd. Flow (prot)	0	3421	3418	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3421	3418	0	0	1611
Adj. Flow (vph)	0	943	1532	14	0	41
Lane Group Flow (vph)	0	943	1546	0	0	41
Sign Control		Free	Free		Stop	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 49.4%				ICU Level of Service A		
Analysis Period (min) 15						

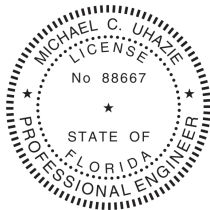
Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Vol, veh/h	0	868	1409	13	0	38
Future Vol, veh/h	0	868	1409	13	0	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	943	1532	14	0	41
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	773
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	342
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	342
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		17		
HCM LOS				C		
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	342		
HCM Lane V/C Ratio	-	-	-	0.121		
HCM Control Delay (s)	-	-	-	17		
HCM Lane LOS	-	-	-	C		
HCM 95th %tile Q(veh)	-	-	-	0.4		

Bee Safe Self Storage Stormwater Report

Date: February 8, 2022

Revised:

Prepared by:



Digitally signed
by Michael
Uhazie
Date: 2022.02.08
18:02:27 -05'00'

Michael Uhazie, P.E.
Florida License # 88667

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772-283-1413

INTRODUCTION

Site Description

The Bee Safe Self-Storage and Wine Cellar project site is approximately 6.59 acres in size and is located on the north side of SE Indian Street, east of the intersection of SW Willoughby Boulevard. The site was previously developed and used as a plant/tree nursery starting in the late 1990's. The existing improvements will be removed and replaced with a proposed self-storage facility. The project will consist of a three-story self-storage building, eight single-story self-storage buildings, parking facilities, utilities, drainage pipes/inlets, and two dry retention ponds. The project falls under the jurisdiction of the City of Stuart, Martin County, and South Florida Water Management District (SFWMD's) for stormwater regulatory approval.

Adjacent Parcels

The project site is bordered by the Martin County Building Department / Health Department to the north, Parks-Indian Dream Center to the east, SE Indian Street to the south, and Willoughby Commons / Willoughby Plaza to the west. Based on the existing elevations shown on the topographic survey, the proposed project site does not appear to receive any off-site flows from adjacent parcels.

Soils

The existing property is relatively flat, with only about 1-2 feet variation throughout. The elevations range from elevation 13' NAVD to 15' NAVD. The NRCS Soil Survey of the site indicates that most of the site constitutes of a Waveland/Immokalee and Hobe fine sands, which are common in the area. This soil profile consists mainly of sandy and loamy marine deposits originating from flatwoods within historic marine terraces.

The NRCS Soil Survey of the site indicates the estimated saturated hydraulic conductivity rate to be roughly 60.31 micrometers/second (17.09 feet/day) for the Waveland/Immokalee sands, and 160 micrometers/second (45.35 feet/day) for the Hobe fine sands.

Water Table Elevation

The estimated wet season water table was derived based on existing permits and field observations. To the west of our project site, the Willoughby Plaza project (Permit 43-01727-P) indicated a wet season water table elevation of 11.5' NAVD. To the north of our site, the Martin County Health Department project (Permit 43-01347-P) indicated a wet season water table elevation of 9.25' NAVD. To the east, the Treasure Coast Hospice (Permit 43-01212-P) indicated a wet season water table of 10.8' NAVD. Based on the combination of these three permits, it is estimated that the wet season water table for our project site is at 11.00' NAVD.

Outfall and Allowable Discharge Rate

The existing project site currently discharges into the Martin County Health Department dry detention pond. Previous SFWMD permits include references to this discharge from our property, however no official permits have been issued. Based on conversations with Martin County Public Works, it appears that discharge into the Martin County pond will not be permitted. Additionally, due to existing flooding conditions within SE Indian Street, Martin County Public Works also indicated that discharge into the roadway will not be permitted either. This results in zero allowable discharge for the project site. Therefore, the proposed project will contain the 100-year 3-day storm on-site in a full retention scenario. The proposed discharge rate for the project is 0.00 cfs.

Stormwater System

Runoff from the new proposed project will be collected by new drainage basins and pipes before being directed into the two dry-retention basins. All stormwater runoff will be stored within the retention basins and infiltrated back into the groundwater table. No discharge structures are proposed with the project. The perimeter berms will be set at the 100-year 3-day storm event peak stage elevation, and the finished floors of the structures will be set at least one-foot above that peak stage.

Level of Service

The minimum required level of service elevations will be met. Specifically:

1. The parking lot will be designed at or above the projected 10-year, 1-day storm event.
2. The perimeter berm elevations will be designed at or above the projected zero discharge 100-year, 3-day storm event.
3. The finished floor elevations will be designed above the projected zero discharge 100-year, 3-day storm event.

DESIGN CRITERIA

Water Quality

The South Florida Water Management District Criteria for Water Quality is typically given as:

The larger of:

- 2.5" x Imperviousness (Imperviousness as defined by the SFWMD)
- 1" over the entire site

In addition, since the project site falls within a basin with an impaired water body, the following also apply:

- 150% Additional Water Quality Treatment

A water quality credit of 200% is given for using dry-retention treatment.

The required water quality volume, included the 150% additional treatment, and the 200% credit for retention is 0.41 ac-ft. The provided water quality volume is 0.41 ac-ft at elevation 12.83' NAVD.

Stormwater Runoff Attenuation

We propose to limit our post-development discharge rate to 0.00 cfs for the 100yr-3day storm. Therefore the site is designed for full on-site retention.

The following accumulated rainfall data was used for the design storms.

10 year 1 day Rainfall	7.0 inches	Minimum Pavement EL
100 year 3 day Rainfall	14.0 inches	Minimum Berm EL

BASIN HYDROLOGY

Pre-Development

Site	Areas (acres)	TC (mins)	CN
Open Space	5.33	10	75
Total Pervious (81%)	5.33		
Pavement / Sidewalk	0.95	10	98
Buildings	0.32	10	98
Total Impervious (19%)	1.27		
Site Total (100%)	6.59		80

Post-Development

Site	Areas (acres)	TC (mins)	CN
Open Space	2.31	10	75
Dry Retention Ponds	0.95	10	75
Total Pervious (49%)	3.26		
Pavement / Sidewalk	1.83	10	98
Buildings	1.50	10	98
Total Impervious (51%)	3.33		
Site Total (100%)	6.59		87

RECOVERY ANALYSIS

Recovery Criteria

The South Florida Water Management District Criteria for pond recovery is typically given as:

- Recover a maximum of 50% of the water quality volume within 24-hours.
- Recover 100% of the design storm volume within 12-days.

The proposed project is designed for full on-site retention; therefore, the water quality recovery calculation can be disregarded.

The design storm for system recovery is the 100-year 3-day storm. An ICPR model has been created to simulate the system's recovery.

The starting stage for the model is set at the maximum stage of the 100-year 3-day storm, or 16.39' NAVD.

The model includes two percolation links which simulate infiltration from the ponds into the groundwater table.

The soil beneath the northern pond is Waveland/Immokalee; therefore the horizontal and vertical hydraulic conductivities are 17.09 ft/day 11.39 ft/day respectively. The soil beneath the southern pond is Hobe fine sand; therefore horizontal and vertical hydraulic conductivities are 45.35 ft/day 30.23 ft/day respectively.

The model indicates that the system will recover 5.07 ac-ft of volume at hour 288 (12 days), and results in a final elevation of 12.94' NAVD, or 92% of the total storm volume.

Because the system does not fully recover after 12 days, a second 100-year 3-day storm was simulated. The second storm has a total runoff volume of 6.01 ac-ft, which is derived from 0.46 ac-ft of remaining volume from the initial storm plus 5.54 ac-ft from the second storm.

The resulting maximum stage of the second 100-year 3-day storm is 16.51' NAVD. This is lower than the proposed finished floors at 17.00' NAVD, and equal to the perimeter berm at 16.50' NAVD.

The ICPR inputs, results, and subsequent calculations can be found in the back of the report.

RESULTS

Pavement Elevation

The minimum pavement elevation was designed based on the maximum stage of the 10-year 1-day storm event. The rainfall amount for this storm event was 7.0-inches. The average site soil storage

volume is calculated to be 4.05", based on the depth to water table and estimated compaction. The resulting runoff volume for the 10-year 1-day storm is 2.31 ac-ft.

Based on storage volumes within the two retention ponds, this results in a maximum stage of 15.00' NAVD. The proposed minimum pavement elevation is 16.00' NAVD.

Perimeter Berm Elevation

The minimum perimeter berm elevation was designed based on the maximum stage of the 100-year 3-day storm event. The rainfall amount for this storm event was 14.0-inches. The average site soil storage volume is calculated to be 4.05". The resulting runoff volume for the 100-year 3-day storm is 5.54 ac-ft.

Based on storage volumes within the two retention ponds, as well as storage volume within the pavement and open space, this results in a maximum stage of 16.39' NAVD. The proposed minimum perimeter berm elevation is 16.50' NAVD.

Finished Floor Elevation

The minimum finished floor elevation was designed based on the maximum stage of the 100-year 3-day storm event. The maximum resulting stage is 16.39' NAVD. The proposed minimum finished floor elevation is 17.00' NAVD.

CONCLUSION

The proposed development has been designed to meet all stormwater codes and regulations. The proposed project will not cause any adverse impacts to the surrounding properties. The stormwater management system has sufficient capacity to provide water quality treatment and stormwater attenuation for the proposed improvements.

SITE DATA

Bee Safe Self Storage

Area Calculations Pre-Development Basin

Pre Development

Description	Square Feet	Acres
<u>Impervious</u>		
Building (Total Footprint)	13812	0.32
Pavement/Conc	41209	0.95
Total Impervious	55,021	1.27
<u>Pervious</u>		
Open Space	232,029	5.33
Total Pervious	232,029	5.33
Total	287,050	6.59
Percent Impervious		19%
Percent Pervious		81%

Bee Safe Self Storage

Area Calculations Post-Development Basin

Post Development

Description	Square Feet	Acres
<u>Impervious</u>		
Building (Total Footprint)	65256	1.50
Pavement/Conc	79867	1.83
Total Impervious	145,123	3.33
<u>Pervious</u>		
Open Space	100,500	2.31
Retention Ponds	41,427	0.95
Total Pervious	141,927	3.26
Total	287,050	6.59
Percent Impervious		51%
Percent Pervious		49%

CURVE NUMBER

Bee Safe Self Storage

Curve Number

Name	Total Area	Pervious Area	Pervious CN	Impervious Area	Impervious Cn	Weighted CN
Pre-Site Basin	6.59	5.33	75	1.27	98	80
Total	6.59					

Name	Total Area	Pervious Area	Pervious CN	Impervious Area	Impervious Cn	Weighted CN
Post-Site Basin	5.64	2.31	75	3.33	98	89
Dry Ret North	0.73	0.73	75	0.00	98	75
Dry Ret South	0.22	0.22	75	0.00	98	75
Total	6.59					

STAGE STORAGE

Bee Safe Self Storage

Stage / Storage Computations

Post-Development - Site Storage

	Pavement	Open Space	
	Linear	Linear	
Area (ac)	1.83	2.31	
	L	L	
Starting Elev (ft)	16.00	15.00	
Ending Elev (ft)	17.00	16.00	
	Linear	Linear	Total
Stage	Storage	Storage	Storage
NAVD	ac-ft	ac-ft	ac-ft
10.00	0.000	0.000	0.000
10.50	0.000	0.000	0.000
11.00	0.000	0.000	0.000
11.50	0.000	0.000	0.000
12.00	0.000	0.000	0.000
12.50	0.000	0.000	0.000
13.00	0.000	0.000	0.000
13.50	0.000	0.000	0.000
14.00	0.000	0.000	0.000
14.50	0.000	0.000	0.000
15.00	0.000	0.000	0.000
15.50	0.000	0.289	0.289
16.00	0.000	1.155	1.155
16.50	0.229	2.310	2.539
17.00	0.915	3.465	4.380
17.50	1.830	4.620	6.450
18.00	2.745	5.775	8.520

Bee Safe Self Storage

Stage / Storage Computations

Post-Development - Dry Retention North Storage

	Pond Bottom	Pond Banks	
	Vertical	Linear	
Area (ac)	0.47	0.26	
	V	L	
Starting Elev (ft)	12.00	12.00	
Ending Elev (ft)	16.00	16.00	
	Vertical	Linear	Total
Stage	Storage	Storage	Storage
NAVD	ac-ft	ac-ft	ac-ft
10.00	0.000	0.000	0.000
10.50	0.000	0.000	0.000
11.00	0.000	0.000	0.000
11.50	0.000	0.000	0.000
12.00	0.000	0.000	0.000
12.50	0.235	0.008	0.243
13.00	0.470	0.033	0.503
13.50	0.705	0.073	0.778
14.00	0.940	0.130	1.070
14.50	1.175	0.203	1.378
15.00	1.410	0.293	1.703
15.50	1.645	0.398	2.043
16.00	1.880	0.520	2.400
16.50	2.115	0.650	2.765
17.00	2.350	0.780	3.130
17.50	2.585	0.910	3.495
18.00	2.820	1.040	3.860
18.50	3.055	1.170	4.225

Bee Safe Self Storage

Stage / Storage Computations

Post-Development - Dry Retention South Storage

	Pond Bottom	Pond Banks	
Area (ac)	Vertical	Linear	
	0.06	0.16	
	V	L	
Starting Elev (ft)	12.00	12.00	
Ending Elev (ft)	16.00	16.00	
Stage	Vertical	Linear	Total
NAVD	Storage	Storage	Storage
	ac-ft	ac-ft	ac-ft
10.00	0.000	0.000	0.000
10.50	0.000	0.000	0.000
11.00	0.000	0.000	0.000
11.50	0.000	0.000	0.000
12.00	0.000	0.000	0.000
12.50	0.028	0.005	0.033
13.00	0.055	0.020	0.075
13.50	0.083	0.046	0.128
14.00	0.110	0.082	0.192
14.50	0.138	0.127	0.265
15.00	0.165	0.183	0.348
15.50	0.193	0.250	0.442
16.00	0.220	0.326	0.546
16.50	0.248	0.408	0.655
17.00	0.275	0.489	0.764
17.50	0.303	0.571	0.873
18.00	0.330	0.652	0.982
18.50	0.358	0.734	1.091

Bee Safe Self Storage

Stage / Storage Computations

Post-Development - Total Site Storage

	Site		North Pond		South Pond		
	Pavement	Open Space	Pond Bottom	Pond Banks	Pond Bottom	Pond Banks	
Area (ac)	Linear 1.83	Linear 2.31	Vertical 0.47	Linear 0.26	Vertical 0.055	Linear 0.163	
	L	L	V	L	V	L	
Starting Elev (ft)	16	15	12	12	12	12	
Ending Elev (ft)	17	16	16	16	16	16	
Stage	Linear Storage	Linear Storage	Vertical Storage	Linear Storage	Vertical Storage	Linear Storage	Total Storage
NAVD	ac-ft	ac-ft	ac-ft	ac-ft	ac-ft	ac-ft	ac-ft
10.00	0.000	0.000	0.000	0.000	0.000	0.000	0.00
10.50	0.000	0.000	0.000	0.000	0.000	0.000	0.00
11.00	0.000	0.000	0.000	0.000	0.000	0.000	0.00
11.50	0.000	0.000	0.000	0.000	0.000	0.000	0.00
12.00	0.000	0.000	0.000	0.000	0.000	0.000	0.00
12.50	0.000	0.000	0.235	0.008	0.028	0.005	0.28
13.00	0.000	0.000	0.470	0.033	0.055	0.020	0.58
13.50	0.000	0.000	0.705	0.073	0.083	0.046	0.91
14.00	0.000	0.000	0.940	0.130	0.110	0.082	1.26
14.50	0.000	0.000	1.175	0.203	0.138	0.127	1.64
15.00	0.000	0.000	1.410	0.293	0.165	0.183	2.05
15.50	0.000	0.289	1.645	0.398	0.193	0.250	2.77
16.00	0.000	1.155	1.880	0.520	0.220	0.326	4.10
16.50	0.229	2.310	2.115	0.650	0.248	0.408	5.96
17.00	0.915	3.465	2.350	0.780	0.275	0.489	8.27
17.50	1.830	4.620	2.585	0.910	0.303	0.571	10.82

WATER QUALITY REQUIRED

Bee Safe Self Storage

Water Quality Requirements

Post Development

- a) Per SFWMD and City of Stuart, water quality volume shall provide for the greater of:

Criteria 1: 1 inch of runoff x total drainage area

$$\text{Calculated Runoff Volume} \Rightarrow (1.0/12) * (6.59) = 0.55 \text{ ac-ft}$$

Criteria 2: 2.5 inches times imperviousness

Site area, for water quality pervious/impervious calculation only

Total Project - (Roof + Lake) = site area for water quality

$$= 6.59 - (1.50 + 0.00) = 5.09 \text{ ac}$$

Impervious area for water quality pervious/impervious calculations

(Site area for water quality pervious/impervious) - pervious =

$$= 5.09 - 3.26 = 1.83 \text{ ac}$$

Percentage of impervious area for water quality

(Imp. Area for WQ / Site area for WQ) * 100%

$$= (1.83 / 5.09) * 100\% = 35.95\%$$

For 2.5 in times the percentage impervious

$$2.5 * 0.3595 = 0.90 \text{ in}$$

Calculated Runoff Volume:

Inches to be Treated x (Total Site - Lake - Roof)

$$= 0.90 * (6.59 - 1.50) * (1/12) = 0.38 \text{ ac-ft}$$

Controlling SFWMD Required Water Quality Volume for Site	0.55 ac-ft
--	------------

x150% for Discharge into Impaired Water Body for Site	0.82 ac-ft
---	------------

WATER QUALITY PROVIDED

Bee Safe Self Storage

Site Water Quality Treatment Provided

	Dry Ret N Bottom	Dry Ret N Bank	Dry Ret S Bottom	Dry Ret S Bank	
Area (ac)	0.47	0.26	0.06	0.16	
	V	L	V	L	
Starting Elev (ft)	12.00	12.00	12.00	12.00	
Ending Elev (ft)	16.00	16.00	16.00	16.00	
Stage NAVD					Total Storage ac-ft
10.00	0.000	0.000	0.000	0.000	0.000
10.50	0.000	0.000	0.000	0.000	0.000
11.00	0.000	0.000	0.000	0.000	0.000
11.50	0.000	0.000	0.000	0.000	0.000
12.00	0.000	0.000	0.000	0.000	0.000
12.50	0.235	0.008	0.000	0.000	0.243
13.00	0.470	0.033	0.000	0.000	0.503
13.50	0.705	0.073	0.028	0.005	0.811
14.00	0.940	0.130	0.055	0.020	1.145
14.50	1.175	0.203	0.083	0.046	1.506
15.00	1.410	0.293	0.110	0.082	1.894
15.50	1.645	0.398	0.138	0.127	2.308
16.00	1.880	0.520	0.165	0.183	2.748

WQ Required 0.82 Ac-ft
 WQ Credit: 200% Due to Dry Retention
 New WQ Required 0.41 Ac-ft

 WQ Provided: 0.41 Ac-ft Provided at elev 12.83

Interpolation Table

<u>Storage</u>	<u>Stage</u>
0.24	12.50
0.41	12.83
0.50	13.00

10-YEAR 1-DAY STORM

Bee Safe Self Storage

10-Year 1-Day Runoff (Zero Discharge) Calculations

Post Development

Soil Storage

Average Depth to Water Table = 4.00 feet
Using SFWMD Applicant Handbook Table 5.7.4.2, with 25% reduction due to compaction:

Depth to W.T. (ft)	Cumulative Water Storage (in)
1.0	0.45
2.0	1.88
3.0	4.95
4.0	8.18

Developed Pervious Area = 3.26 acres
Total Developed Area = 6.59 acres
Soil Storage = 8.18 inches
Average Site Soil Storage (S) = $3.26 / 6.59 * 8.18$
S = 4.05 inches

For the 10 year - 1 day storm event, with zero discharge:

P = 7.00 inches

Interpolation Table

Vol =	$\frac{(7.0 - (0.2 \times 4.05))^2}{(7.0 + (0.8 \times 4.05))}$	in ²	6.59 acres	1 foot	Storage	Stage
		in		12 inches	2.05	15.00
					2.06	15.00
					2.77	15.50

= 2.06 ac-ft

From Total Stage - Storage Table, elevation = 15.00 ft, NAVD

100-YEAR 3-DAY STORM

Bee Safe Self Storage

100-Year 3-Day Runoff (Zero Discharge) Calculations

Post Development

Soil Storage

Average Depth to Water Table = 4.00 feet
Using SFWMD Applicant Handbook Table 5.7.4.2, with 25% reduction due to compaction:

Depth to W.T. (ft)	Cumulative Water Storage (in)
1.0	0.45
2.0	1.88
3.0	4.95
4.0	8.18

Developed Pervious Area = 3.26 acres
Total Developed Area = 6.59 acres
Soil Storage = 8.18 inches
Average Site Soil Storage (S) = $3.26 / 6.59 * 8.18$
S = 4.05 inches

For the 100 year - 3 day storm event, with zero discharge:

P = 14.00 inches

Interpolation Table

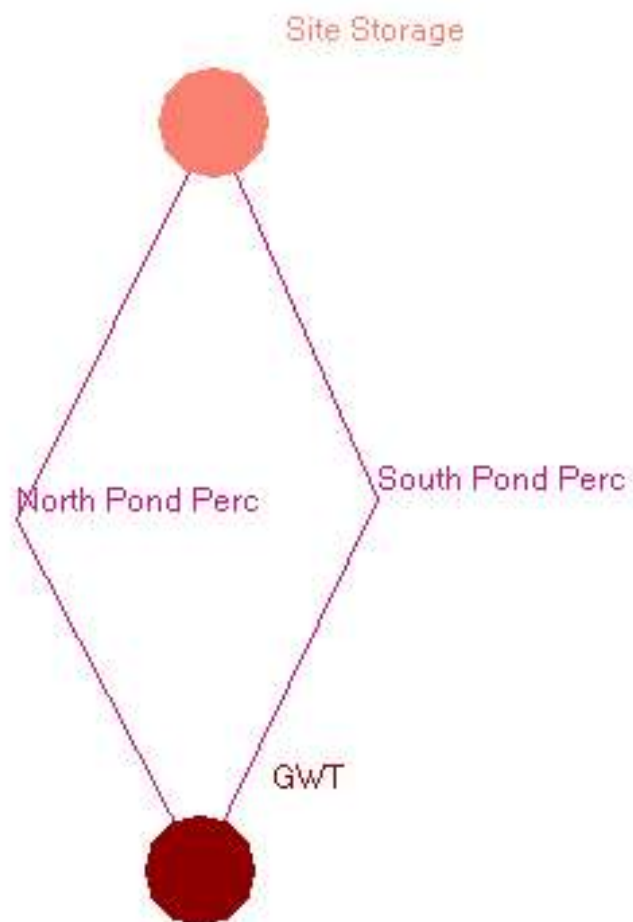
Vol =	$\frac{(14.0 - (0.2 \times 4.05))^2}{(14.0 + (0.8 \times 4.05))}$	in ²	6.59 acres	1 foot	Storage	Stage
		in		12 inches	4.10	16.00
					5.54	16.39
					5.96	16.50

= 5.54 ac-ft

From Total Stage - Storage Table, elevation = 16.39 ft, NAVD

STORMWATER RECOVERY

ICPR Recovery Nodal Map



Node: GWT

Scenario: Scenario1
 Type: Time/Stage
 Base Flow: 0.00 cfs
 Initial Stage: 11.00 ft
 Warning Stage: 0.00 ft
 Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	11.00
0	0	0	72.0000	11.00
0	0	0	300.0000	11.00

Comment:

Node: Site Storage

Scenario: Scenario1
 Type: Stage/Volume
 Base Flow: 0.00 cfs
 Initial Stage: 16.39 ft
 Warning Stage: 0.00 ft

Starting stage
 is 100y 3d
 max stage

Stage [ft]	Volume [ac-ft]	Volume [ft3]
12.00	0.00	0
12.50	0.28	12197
13.00	0.58	25265
13.50	0.91	39640
14.00	1.26	54886
14.50	1.64	71438
15.00	2.05	89298
15.50	2.77	120661
16.00	4.10	178596
16.50	5.96	259618
17.00	8.27	360241
17.50	10.82	471319

Comment:

Percolation Link: North Pond Perc

Scenario: Scenario1
 From Node: Site Storage
 To Node: GWT
 Link Count: 1
 Flow Direction: Both
 Aquifer Base Elevation: 0.00 ft
 Water Table Elevation: 11.00 ft
 Annual Recharge Rate: 0 ipy
 Horizontal Conductivity: 17.090 fpd
 Vertical Conductivity: 11.390 fpd
 Fillable Porosity: 0.250
 Layer Thickness: 0.00 ft

Waveland/
 Immokalee
 Sands

Surface Area Option: Vary Based on Stage/Area Table
 Vertical Flow Termination: Horizontal Flow Algorithm
 Perimeter 1: 662.00 ft
 Perimeter 2: 976.00 ft
 Perimeter 3: 1605.00 ft
 Distance P1 to P2: 50.00 ft
 Distance P2 to P3: 100.00 ft
 # of Cells P1 to P2: 5
 # of Cells P2 to P3: 10

Comment:

Percolation Link: South Pond Perc

Scenario:	Scenario1	Surface Area Option:	Vary Based on Stage/Area Table
From Node:	Site Storage	Vertical Flow Termination:	Horizontal Flow Algorithm
To Node:	GWT	Perimeter 1:	419.00 ft
Link Count:	1	Perimeter 2:	734.00 ft
Flow Direction:	Both	Perimeter 3:	1362.00 ft
Aquifer Base Elevation:	0.00 ft	Distance P1 to P2:	50.00 ft
Water Table Elevation:	11.00 ft	Distance P2 to P3:	100.00 ft
Annual Recharge Rate:	0 ipy	# of Cells P1 to P2:	5
Horizontal Conductivity:	45.350 fpd	# of Cells P2 to P3:	10
Vertical Conductivity:	30.233 fpd		
Fillable Porosity:	0.250		
Layer Thickness:	0.00 ft		

Hobe Fine
Sands

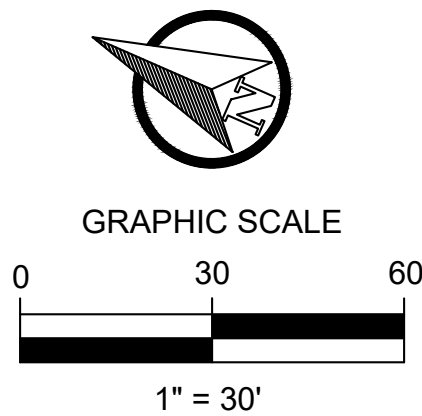
Comment:



NOTE:

ALL ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

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BEE SAFE STORAGE AND
WINE CELLAR
POND RECOVERY

PROJECT NO
010823-01-001

MICHAEL UHAZIE, P.E.
FL LICENSE NO. 88667

PLAN STATUS

DATE	DESCRIPTION
MCU DESIGN	RO DRAWN GMB CHKD

SCALE:

JOB No. 010823-01-001

DATE FEBRUARY 2022

FILE No. RECOVERY EXHIBIT

EX-1
SHEET

MARTIN COUNTY

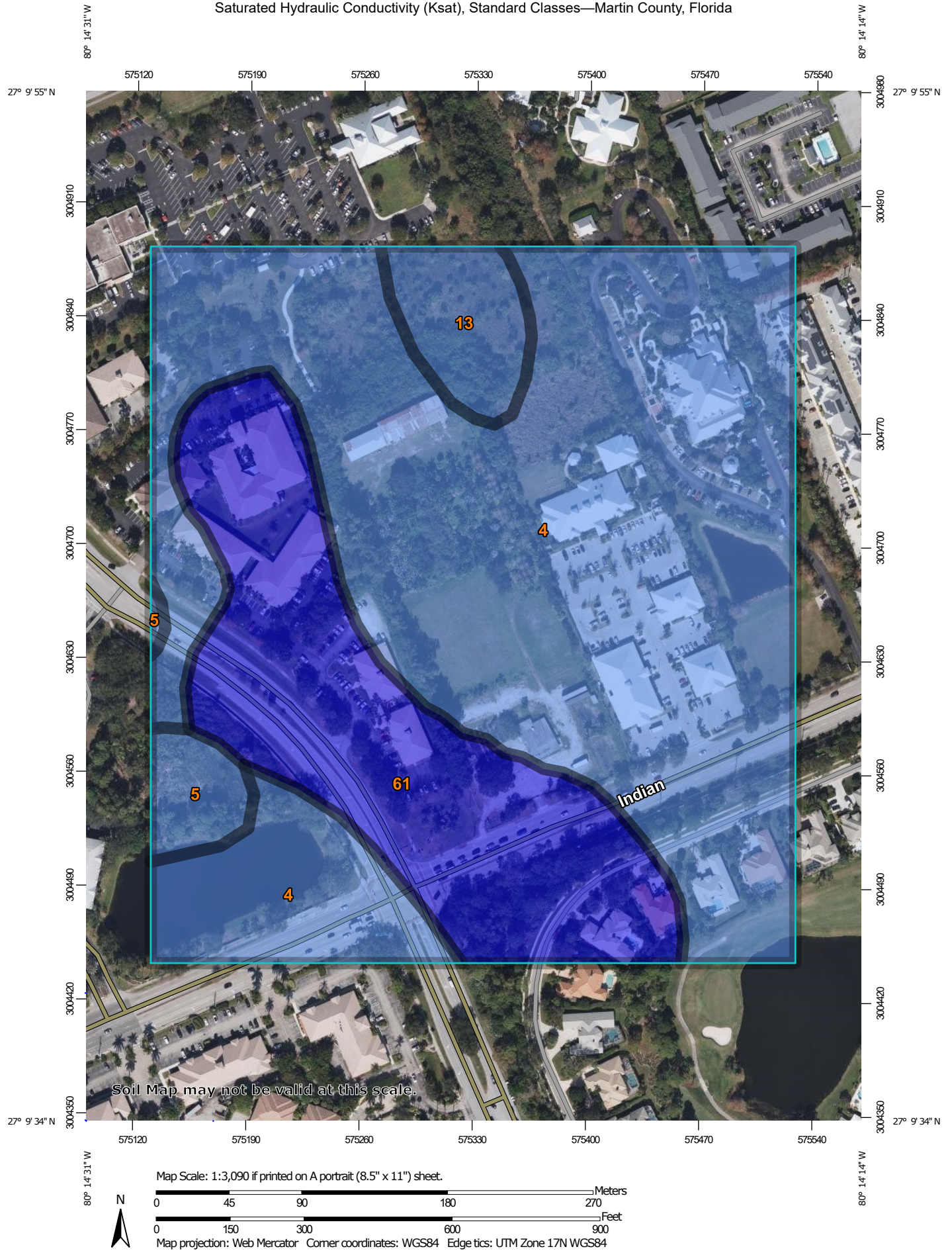
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Bowman

PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION NO. 30462

Saturated Hydraulic Conductivity (Ksat), Standard Classes—Martin County, Florida



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  Very Low (0.0 - 0.01)
-  Low (0.01 - 0.1)
-  Moderately Low (0.1 - 1)
-  Moderately High (1 - 10)
-  High (10 - 100)
-  Very High (100 - 705)
-  Not rated or not available

Soil Rating Lines

-  Very Low (0.0 - 0.01)
-  Low (0.01 - 0.1)
-  Moderately Low (0.1 - 1)
-  Moderately High (1 - 10)
-  High (10 - 100)
-  Very High (100 - 705)
-  Not rated or not available

Soil Rating Points

-  Very Low (0.0 - 0.01)
-  Low (0.01 - 0.1)
-  Moderately Low (0.1 - 1)
-  Moderately High (1 - 10)
-  High (10 - 100)
-  Very High (100 - 705)

 Not rated or not available

Water Features

 Streams and Canals

Transportation

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

Background

 Aerial Photography

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Martin County, Florida
Survey Area Data: Version 20, Aug 25, 2021

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

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

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

Saturated Hydraulic Conductivity (Ksat), Standard Classes

North Pond

South Pond

Map unit symbol	Map unit name	Rating (micrometers per second)	Acres in AOI	Percent of AOI
4	Waveland and Immokalee fine sands	60.3128	29.8	68.4%
5	Waveland and Lawnwood fine sands, depressional	45.2364	1.1	2.5%
13	Placid and Basinger fine sands, depressional	87.2913	1.8	4.2%
61	Hobe fine sand, 0 to 5 percent slopes	160.5685	10.9	24.9%
Totals for Area of Interest			43.6	100.0%

Description

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity is considered in the design of soil drainage systems and septic tank absorption fields.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

The numeric Ksat values have been grouped according to standard Ksat class limits. The classes are:

Very low: 0.00 to 0.01

Low: 0.01 to 0.1

Moderately low: 0.1 to 1.0

Moderately high: 1 to 10

High: 10 to 100

Very high: 100 to 705

Rating Options

Units of Measure: micrometers per second

Aggregation Method: Weighted Average

Component Percent Cutoff: None Specified

Tie-break Rule: Fastest

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): All Layers (Weighted Average)

Node Name	Relative Time [hrs]	Stage [ft]	Link Outflow Volume [ft3]
Site Storage	0.0027	16.39	0
Site Storage	1.0027	16.32	12503
Site Storage	2.0027	16.28	18850
Site Storage	3.0027	16.25	23590
Site Storage	4.0027	16.22	27560
Site Storage	5.0027	16.20	31059
Site Storage	6.0027	16.18	34232
Site Storage	7.0027	16.16	37160
Site Storage	8.0027	16.14	39895
Site Storage	9.0027	16.13	42473
Site Storage	10.0027	16.11	44920
Site Storage	11.0027	16.09	47255
Site Storage	12.0027	16.08	49493
Site Storage	13.0027	16.06	51645
Site Storage	14.0027	16.05	53721
Site Storage	15.0027	16.04	55730
Site Storage	16.0027	16.02	57677
Site Storage	17.0027	16.01	59568
Site Storage	18.0027	15.99	61407
Site Storage	19.0027	15.98	63200
Site Storage	20.0027	15.97	64949
Site Storage	21.0027	15.96	66657
Site Storage	22.0027	15.94	68327
Site Storage	23.0027	15.93	69962
Site Storage	24.0027	15.92	71563
Site Storage	25.0027	15.91	73133
Site Storage	26.0027	15.90	74673
Site Storage	27.0027	15.88	76185
Site Storage	28.0027	15.87	77670
Site Storage	29.0027	15.86	79130
Site Storage	30.0027	15.85	80566
Site Storage	31.0027	15.84	81978
Site Storage	32.0027	15.83	83368
Site Storage	33.0027	15.81	84738
Site Storage	34.0027	15.80	86086
Site Storage	35.0027	15.79	87415
Site Storage	36.0027	15.78	88726
Site Storage	37.0027	15.77	90018
Site Storage	38.0027	15.76	91293
Site Storage	39.0027	15.75	92551
Site Storage	40.0027	15.74	93793
Site Storage	41.0027	15.73	95019
Site Storage	42.0027	15.72	96230
Site Storage	43.0027	15.70	97426
Site Storage	44.0027	15.69	98608
Site Storage	45.0027	15.68	99776
Site Storage	46.0027	15.67	100930
Site Storage	47.0027	15.66	102071

Starting stage
is 100y 3d
max stage

Node Name	Relative Time [hrs]	Stage [ft]	Link Outflow Volume [ft3]
Site Storage	48.0027	15.65	103200
Site Storage	49.0027	15.64	104316
Site Storage	50.0027	15.63	105421
Site Storage	51.0027	15.62	106513
Site Storage	52.0027	15.61	107595
Site Storage	53.0027	15.60	108664
Site Storage	54.0027	15.59	109724
Site Storage	55.0027	15.58	110772
Site Storage	56.0027	15.56	111810
Site Storage	57.0027	15.55	112838
Site Storage	58.0027	15.54	113856
Site Storage	59.0027	15.53	114864
Site Storage	60.0027	15.52	115863
Site Storage	61.0027	15.51	116852
Site Storage	62.0027	15.50	117832
Site Storage	63.0027	15.49	118803
Site Storage	64.0027	15.48	119766
Site Storage	65.0027	15.47	120719
Site Storage	66.0027	15.46	121665
Site Storage	67.0027	15.44	122602
Site Storage	68.0027	15.43	123531
Site Storage	69.0027	15.42	124451
Site Storage	70.0027	15.41	125364
Site Storage	71.0027	15.40	126270
Site Storage	72.0027	15.39	127168
Site Storage	73.0027	15.38	128058
Site Storage	74.0027	15.37	128941
Site Storage	75.0027	15.36	129816
Site Storage	76.0027	15.34	130685
Site Storage	77.0027	15.33	131546
Site Storage	78.0027	15.32	132400
Site Storage	79.0027	15.31	133248
Site Storage	80.0027	15.30	134089
Site Storage	81.0027	15.29	134922
Site Storage	82.0027	15.28	135750
Site Storage	83.0027	15.26	136570
Site Storage	84.0027	15.25	137384
Site Storage	85.0027	15.24	138191
Site Storage	86.0027	15.23	138992
Site Storage	87.0027	15.22	139787
Site Storage	88.0027	15.21	140575
Site Storage	89.0027	15.19	141357
Site Storage	90.0027	15.18	142132
Site Storage	91.0027	15.17	142901
Site Storage	92.0027	15.16	143664
Site Storage	93.0027	15.14	144421
Site Storage	94.0027	15.13	145171
Site Storage	95.0027	15.12	145915

Node Name	Relative Time [hrs]	Stage [ft]	Link Outflow Volume [ft3]
Site Storage	96.0027	15.11	146653
Site Storage	97.0027	15.09	147385
Site Storage	98.0027	15.08	148110
Site Storage	99.0027	15.07	148829
Site Storage	100.0027	15.06	149542
Site Storage	101.0027	15.04	150248
Site Storage	102.0027	15.03	150948
Site Storage	103.0027	15.01	151642
Site Storage	104.0027	15.00	152329
Site Storage	105.0027	14.99	153010
Site Storage	106.0027	14.97	153685
Site Storage	107.0027	14.96	154354
Site Storage	108.0027	14.95	155016
Site Storage	109.0027	14.93	155674
Site Storage	110.0027	14.92	156325
Site Storage	111.0027	14.90	156971
Site Storage	112.0027	14.89	157612
Site Storage	113.0027	14.88	158247
Site Storage	114.0027	14.86	158877
Site Storage	115.0027	14.85	159501
Site Storage	116.0027	14.83	160120
Site Storage	117.0027	14.82	160735
Site Storage	118.0027	14.81	161344
Site Storage	119.0027	14.79	161947
Site Storage	120.0027	14.78	162546
Site Storage	121.0027	14.76	163140
Site Storage	122.0027	14.75	163729
Site Storage	123.0027	14.74	164313
Site Storage	124.0027	14.72	164892
Site Storage	125.0027	14.71	165466
Site Storage	126.0027	14.69	166035
Site Storage	127.0027	14.68	166599
Site Storage	128.0027	14.67	167159
Site Storage	129.0027	14.65	167713
Site Storage	130.0027	14.64	168263
Site Storage	131.0027	14.62	168808
Site Storage	132.0027	14.61	169349
Site Storage	133.0027	14.59	169884
Site Storage	134.0027	14.58	170415
Site Storage	135.0027	14.57	170942
Site Storage	136.0027	14.55	171463
Site Storage	137.0027	14.54	171980
Site Storage	138.0027	14.52	172492
Site Storage	139.0027	14.51	173000
Site Storage	140.0027	14.49	173502
Site Storage	141.0027	14.48	174001
Site Storage	142.0027	14.46	174495
Site Storage	143.0027	14.45	174985

Node Name	Relative Time [hrs]	Stage [ft]	Link Outflow Volume [ft3]
Site Storage	144.0027	14.44	175471
Site Storage	145.0027	14.42	175953
Site Storage	146.0027	14.41	176431
Site Storage	147.0027	14.39	176905
Site Storage	148.0027	14.38	177376
Site Storage	149.0027	14.37	177843
Site Storage	150.0027	14.35	178307
Site Storage	151.0027	14.34	178767
Site Storage	152.0027	14.33	179224
Site Storage	153.0027	14.31	179677
Site Storage	154.0027	14.30	180127
Site Storage	155.0027	14.28	180574
Site Storage	156.0027	14.27	181017
Site Storage	157.0027	14.26	181458
Site Storage	158.0027	14.24	181895
Site Storage	159.0027	14.23	182329
Site Storage	160.0027	14.22	182760
Site Storage	161.0027	14.21	183188
Site Storage	162.0027	14.19	183614
Site Storage	163.0027	14.18	184036
Site Storage	164.0027	14.17	184455
Site Storage	165.0027	14.15	184872
Site Storage	166.0027	14.14	185286
Site Storage	167.0027	14.13	185696
Site Storage	168.0027	14.12	186105
Site Storage	169.0027	14.10	186510
Site Storage	170.0027	14.09	186913
Site Storage	171.0027	14.08	187313
Site Storage	172.0027	14.07	187710
Site Storage	173.0027	14.05	188105
Site Storage	174.0027	14.04	188498
Site Storage	175.0027	14.03	188887
Site Storage	176.0027	14.02	189275
Site Storage	177.0027	14.01	189659
Site Storage	178.0027	13.99	190042
Site Storage	179.0027	13.98	190422
Site Storage	180.0027	13.97	190799
Site Storage	181.0027	13.96	191174
Site Storage	182.0027	13.95	191547
Site Storage	183.0027	13.93	191917
Site Storage	184.0027	13.92	192286
Site Storage	185.0027	13.91	192651
Site Storage	186.0027	13.90	193015
Site Storage	187.0027	13.89	193376
Site Storage	188.0027	13.88	193736
Site Storage	189.0027	13.86	194093
Site Storage	190.0027	13.85	194447
Site Storage	191.0027	13.84	194800

Node Name	Relative Time [hrs]	Stage [ft]	Link Outflow Volume [ft3]
Site Storage	192.0027	13.83	195151
Site Storage	193.0027	13.82	195499
Site Storage	194.0027	13.81	195846
Site Storage	195.0027	13.80	196190
Site Storage	196.0027	13.79	196532
Site Storage	197.0027	13.78	196872
Site Storage	198.0027	13.76	197211
Site Storage	199.0027	13.75	197547
Site Storage	200.0027	13.74	197881
Site Storage	201.0027	13.73	198214
Site Storage	202.0027	13.72	198544
Site Storage	203.0027	13.71	198873
Site Storage	204.0027	13.70	199199
Site Storage	205.0027	13.69	199524
Site Storage	206.0027	13.68	199847
Site Storage	207.0027	13.67	200168
Site Storage	208.0027	13.66	200487
Site Storage	209.0027	13.65	200804
Site Storage	210.0027	13.64	201120
Site Storage	211.0027	13.63	201434
Site Storage	212.0027	13.62	201746
Site Storage	213.0027	13.60	202056
Site Storage	214.0027	13.59	202364
Site Storage	215.0027	13.58	202671
Site Storage	216.0027	13.57	202976
Site Storage	217.0027	13.56	203279
Site Storage	218.0027	13.55	203581
Site Storage	219.0027	13.54	203881
Site Storage	220.0027	13.53	204179
Site Storage	221.0027	13.52	204476
Site Storage	222.0027	13.51	204771
Site Storage	223.0027	13.50	205064
Site Storage	224.0027	13.49	205356
Site Storage	225.0027	13.48	205646
Site Storage	226.0027	13.47	205934
Site Storage	227.0027	13.47	206221
Site Storage	228.0027	13.46	206506
Site Storage	229.0027	13.45	206790
Site Storage	230.0027	13.44	207073
Site Storage	231.0027	13.43	207353
Site Storage	232.0027	13.42	207632
Site Storage	233.0027	13.41	207910
Site Storage	234.0027	13.40	208186
Site Storage	235.0027	13.39	208461
Site Storage	236.0027	13.38	208734
Site Storage	237.0027	13.37	209006
Site Storage	238.0027	13.36	209276
Site Storage	239.0027	13.35	209545

Node Name	Relative Time [hrs]	Stage [ft]	Link Outflow Volume [ft3]
Site Storage	240.0027	13.34	209813
Site Storage	241.0027	13.33	210079
Site Storage	242.0027	13.32	210343
Site Storage	243.0027	13.31	210606
Site Storage	244.0027	13.31	210868
Site Storage	245.0027	13.30	211128
Site Storage	246.0027	13.29	211387
Site Storage	247.0027	13.28	211645
Site Storage	248.0027	13.27	211901
Site Storage	249.0027	13.26	212156
Site Storage	250.0027	13.25	212410
Site Storage	251.0027	13.24	212662
Site Storage	252.0027	13.23	212913
Site Storage	253.0027	13.23	213162
Site Storage	254.0027	13.22	213411
Site Storage	255.0027	13.21	213658
Site Storage	256.0027	13.20	213903
Site Storage	257.0027	13.19	214148
Site Storage	258.0027	13.18	214391
Site Storage	259.0027	13.17	214633
Site Storage	260.0027	13.16	214873
Site Storage	261.0027	13.16	215113
Site Storage	262.0027	13.15	215351
Site Storage	263.0027	13.14	215588
Site Storage	264.0027	13.13	215823
Site Storage	265.0027	13.12	216058
Site Storage	266.0027	13.11	216291
Site Storage	267.0027	13.11	216523
Site Storage	268.0027	13.10	216754
Site Storage	269.0027	13.09	216983
Site Storage	270.0027	13.08	217212
Site Storage	271.0027	13.07	217439
Site Storage	272.0027	13.06	217665
Site Storage	273.0027	13.06	217890
Site Storage	274.0027	13.05	218114
Site Storage	275.0027	13.04	218337
Site Storage	276.0027	13.03	218558
Site Storage	277.0027	13.02	218779
Site Storage	278.0027	13.02	218998
Site Storage	279.0027	13.01	219216
Site Storage	280.0027	13.00	219433
Site Storage	281.0027	12.99	219649
Site Storage	282.0027	12.99	219864
Site Storage	283.0027	12.98	220078
Site Storage	284.0027	12.97	220291
Site Storage	285.0027	12.96	220502
Site Storage	286.0027	12.95	220713
Site Storage	287.0027	12.95	220923

Node Name	Relative Time [hrs]	Stage [ft]	Link Outflow Volume [ft3]
Site Storage	288.0027	12.94	221131

Total volume infiltrated = 5.07 ac-ft

Final stage at day 12

BACK-TO-BACK STORMS

Bee Safe Self Storage

Back to Back 100-Year 3-Day Runoff (Zero Discharge) Calculations

Post Development

Soil Storage

Average Depth to Water Table = 4.00 feet

Using SFWMD Applicant Handbook Table 5.7.4.2, with 25% reduction due to compaction:

Depth to W.T. (ft)	Cumulative Water Storage (in)
1.0	0.45
2.0	1.88
3.0	4.95
4.0	8.18

Developed Pervious Area = 3.26 acres

Total Developed Area = 6.59 acres

Soil Storage = 8.18 inches

Average Site Soil Storage (S) = $3.26 / 6.59 * 8.18$

S = 4.05 inches

For the Second 100 year - 3 day storm event, with zero discharge:

P = 14.00 inches

$$\text{Vol} = \frac{(14.0 - (0.2 \times 4.05))^2}{(14.0 + (0.8 \times 4.05))} \frac{\text{in}^2}{\text{in}} \left| \begin{array}{c} 6.59 \text{ acres} \\ 1 \text{ foot} \\ 12 \text{ inches} \end{array} \right|$$

= 5.54 ac-ft

Leftover volume from first storm

= 0.46 ac-ft

Total volume from back-to-back storms

= 6.01 ac-ft

Interpolation Table

<u>Storage</u>	<u>Stage</u>
5.96	16.50
6.01	16.51
8.27	17.00

From Total Stage - Storage Table, elevation = 16.51 ft, NAVD

Bee Safe Storage and Wine Cellar Rules and Regulations

These Rules and Regulations (called “Rules”) are incorporated into and made a part of the Agreement between the Customer and the Owner. Defined terms in these Rules have the same meanings given to those terms in the Agreement. If there is a conflict between these Rules and the Agreement, the Agreement will control. Owner may change these Rules at any time by posting 30 days advance notice of the change on this website. Customers are encouraged to view this website often.

A. Prohibited Uses. Customer may only use the Cube for storing Customer’s personal property. Customer may NOT:

- Modify or alter the Cube
- Allow anyone else to use the Cube.
- Conduct a business or hobby, or manufacture, exhibit, or sell items from the Cube.
- Use the Cube for any illegal purposes.
- Store guns, ammunition, weapons and/or illegal drugs in the Cube. Marijuana is considered illegal even if it is legal in the state where the Store is located.
- Store or abandon hazardous materials in the Cube including, without limitation, substances that are toxic, reactive, volatile, flammable, explosive, hazardous, or corrosive, or that are, at any time, regulated by state, Federal or local authorities.
- Store items with an aggregate value of more than \$5,000 unless Owner has expressly consented in writing to a higher value. Customer’s purchase of insurance from any provider in an amount greater than \$5,000 will not be considered Owner’s consent to the storage of Cube Contents in excess of \$5,000.
- Store animals, food or other perishable items in the Cube.
- Store items that, in Owner’s determination, attract vermin, create a nuisance, have a noxious odor or stench, or endanger the safety or health of people or the environment including, without limitation, mothballs.
- Store any documents, film, or electronic data containing any personal information relating to Customer, Customer’s clients, customers, patients, or others, such as social security numbers; credit card, debit card, bank account or passport information; or tax, employment, medical, or legal records. If Customer is in default and Owner finds any documents, film or electronic data in the Cube, Owner may, at Owner’s option, immediately destroy these items and charge Customer for the destruction costs.
- Store items with special or sentimental value, or with unknown immediate resale or market value.
- Connect to any electricity, cable, internet or any other utilities serving the Store.
- Bring pets to the Store or Cube other than trained service dogs.
- Use any dumpsters or garbage depositories at the Store. Customer will be charged fees for violating this prohibition.

- Cube Contents shall not be stored at a height higher than a plane which is eighteen (18") inches below the fire sprinkler head(s) within a cube. Further, no Cube Contents shall be hung from and/or affixed to any sprinkler heads and/or other fire suppressions systems. Owner reserves the right to inspect Cubes for compliance with these requirements.

B. Cube Access.

- Unless otherwise consented to in writing by Owner (which consent may be withdrawn at any time), Customers may access their Cubes only during the Store's access hours, and Customers found at the Store during times other than the Store's access hours will be deemed to be trespassers.
- A Customer's Cube door must remain open at all times while the Customer is accessing their Cube.

C. Unsecured Cubes & Overlocks.

- Owner may place a new lock on any Cube that is not secured by a lock. Customer will pay for the costs of the new lock and any other costs incurred by Owner in connection with the new lock.
- If an unsecured Cube is vacant, or if there are only items that appear to be trash, Owner may dispose of the trash, at Customer's cost, and consider the Agreement terminated.
- If Rent is 30 days or more past due, Owner will remove Customer's lock from the Cube to prepare for the sale of the Cube Contents.

D. Store Gates, Driveways & Security.

- If there is a gate at the Store, Customers must follow all procedures to enter the gate. If no procedures are posted, then the following procedures apply:
 - Customer must pull up to and enter Customer's gate code into the key pad.
 - Customer must wait for the gate to open completely before driving through the gate area.
 - After the gate has fully opened, only 1 vehicle may drive through the gate area. Each vehicle must enter a gate code into the key pad to access the property. Customers are warned that when a gate code is entered into the key pad, the gate opens only for enough time to allow 1 vehicle to drive through the gate area. The gate may close on, and damage, a vehicle if more than 1 vehicle enters though the gate when a gate code is entered into the key pad. Owner is not liable for this damage.
- Customers will be responsible to pay to Owner all costs incurred by Owner to repair any damage to the gate or fence due to Customer's or Customer's guests improper use or negligence.

- All driveways at the Store are for vehicular use only. Pedestrians are not permitted to walk through the driveways.
- Any security systems at the Store such as fences, gates, or video cameras are for Owner's protection only. Customer may not rely on these security systems to protect the Cube or the Cube Contents.

E. Vehicle Storage.

- If a motorized vehicle including, without limitation, a car, boat, motorcycle, snow mobile, or wave runner (called "Vehicle"), is stored in a Cube, the following requirements must be complied with:
 - The Vehicle must be stored over drip trays or cardboard to prevent fluids from leaking into the Cube. If fluids from the Vehicle leak into the Cube or Store, Customer will remediate the Cube or Store at Customer's expense in accordance with applicable laws.
 - The gas tank must be drained.
- If a Vehicle is stored in an outside parking lot at the Store, the following requirements must be complied with:
 - The Vehicle must be insured.
 - At Owner's request, identification stickers, decals, or tags must be placed in the Vehicle so that they are visible from the outside of the Vehicle.
 - In the event of an emergency, Owner may relocate the Vehicle to different areas of the Store without notice.
 - The Vehicle must be in good, operational condition.
 - Only 1 Vehicle may be stored in a Space.
- If a Customer is in default of the Agreement, Owner may, without incurring any liability, have any Vehicle being stored by the Customer towed at the Customer's expense.

F. Special Equipment & Keys.

- If any special equipment such as remote controls, keys, or portable electronic devices is provided to a Customer, it is the Customer's responsibility to protect and safeguard the equipment. If the equipment is damaged or lost, Customer will pay to Owner the cost to replace or repair the equipment.
- Customer must protect and safeguard Customer's keys to the Cube. If Customer loses a key, it is recommended that Customer replace Customer's lock immediately to avoid unauthorized access. Owner does not verify the authority of those entering Cubes with keys.

G. Law Enforcement Directives.

- Owner cooperates with law enforcement officials in all reasonable respects including, without limitation, allowing law enforcement officials to comply with and enforce

search warrants, and providing business records (excluding financial information), video footage, and subpoenaed documents to law enforcement officials.

H. Fees.

- Customers will not receive an invoice for the Monthly Rent unless Customers pay a monthly invoice fee in the amount determined by Owner.
- The Agreement does not include all fees, expenses, or charges that Customers may be required to pay under the Agreement, and Owner reserves the right to charge additional fees.
- Owner reserves the right to increase, decrease, supplement, or otherwise modify any fees or charges in the Agreement by either sending advance notice directly to the Customer, or posting advance notice of any such change on this website or in the office.
- The list of fees set forth in this Agreement is not all inclusive and additional fees may apply.

I. Temperature.

- The temperature in a Cube is not controlled unless a Cube is designated as a "temperature controlled" Cube.
- When a Cube is designated as a "temperature controlled" Cube, it means that we use reasonable efforts to maintain a temperature in the building where the Cube is located of between 55 and 80 degrees Fahrenheit. The temperature control may be accomplished through any type of system including, without limitation, "swamp coolers." You will regularly inspect the Cube and protect the Cube Contents from the growth of mold and mildew. Owner is not liable for the growth of mold or mildew on the Cube Contents.

J. Accepted Payment Method.

- Customer's payments may be made in cash, credit card, debit card or ACH. Owner may accept other forms of payment at Owner's sole discretion.
- Owner may refuse any form of payment other than Cash when a Customer is in default.

K. Customer Conduct While on Premises.

- Customers shall conduct themselves appropriately while on Owner's premises. Any type of harassment toward Owner's employees, foul language, boisterous behavior or other behavior that interferes with Owner's business or negatively affects Owner's employees or Customers will not be tolerated.

Stormwater Management System Operation and Maintenance Plan

Bee Safe Self-Storage
Stuart, Florida

The Bee Safe Self Storage development utilizes a series of dry retention ponds to manage stormwater runoff and provide water quality treatment. Proper maintenance of the dry retention ponds is essential to the maintain the performance and treatment capacity of the overall stormwater system.

General Maintenance

1. All stormwater pipes, catch basins, manholes, and pond inflow pipes should be inspected on a yearly basis. They should be maintained by removing built-up debris, vegetation, and repairing deteriorating structures.
2. Chemicals, oils, greases or similar wastes are NOT to be disposed of directly to the stormwater facility or through storm sewers. Dispose of these potentially dangerous materials properly by taking them to recycling facilities or to collection locations. Do not dispose of grass clippings in a storm water management system (SWMS).
3. Accumulated pond sediments may contain heavy metals such as lead, cadmium, and mercury, as well as other potentially hazardous materials. Sediments removed from storm sewers, inlets, pipes, and ponds should be disposed of at an approved facility (check with the City of Stuart Solid Waste Department or the Florida Department of Environmental Protection for disposal facilities approved to accept treatment pond sediment).
4. During any repair or maintenance activity, use care to avoid causing erosion or siltation to adjacent or off-site areas.
5. Alterations (filling, enlarging, etc.) of any part of the stormwater facility is not permitted under this maintenance plan.
6. Mosquito growth can be minimized in a SWMS by the following measures:
 - a. Do not dump grass clippings or other organic debris into a SWMS — decaying grass clippings and other decomposing vegetation create ideal conditions for breeding mosquitoes.
 - b. Clean out any obstructions that get into the system. Debris can obstruct flow and harbor mosquito eggs and larvae.
 - c. Remove water lettuce and water hyacinth, which nourish and shelter mosquito larvae.

Dry Retention Ponds

1. On a regular basis (yearly), an inspection of the pond should be made to ensure the system is working properly. Repairs may include scarifying or raking the pond bottom, or the removal of the bottom foot of soil and replacement with clean sand.
2. Mow dry detention pond frequently to prevent vegetative buildup. Pick up grass clippings after cutting.
3. Do not fertilize grass within the pond, and limit fertilization around the pond area.
4. Resod any areas where grass or sod has been removed or eroded.



Ordinance 2482-2022 Staff Report

A. Application

Bee Safe Storage CPUD Amendment Application Number: Z21050004

Applicant	Bee Safe Storage & Wine Cellar Holdings
Property Owner	Michael Novik Trust
Agent for Applicant	Lucido & Associates, Doug Fitzwater
Project Manager	Erin Wohlitka, Senior Planner
Date of Report	April 19, 2022

B. Executive Summary and Background

Executive Summary

The intent of this application is to request a CPUD Amendment to allow the construction of a three (3)-story, enclosed, 135,000-square-foot storage building and eight (8), one (1)-story storage buildings located at 1053 SE Indian Street. The subject site is generally located approximately one-half mile east of the intersection at Willoughby Road and SE Indian Street on the north side of SE Indian Street within the jurisdictional boundaries of the City of Stuart.

The Applicant is requesting three waivers. Staff recommends approval of the project.

Background

The subject property was originally voluntarily annexed by the City of Stuart City Commission via the adoption of Ordinance 1578-97 on May 26, 1998. On August 24, 1998, the City Commission adopted Ordinances 1579-97 and 1580-97 establishing the land use designation of Commercial (C) and the zoning classification of Commercial Planned Unit Development (CPUD) on the subject property. The rezoning ordinance, Ordinance 1580-97, included the exhibits for the PUD Agreement and Master Development Plan.

The uses approved via the PUD Agreement include the following:

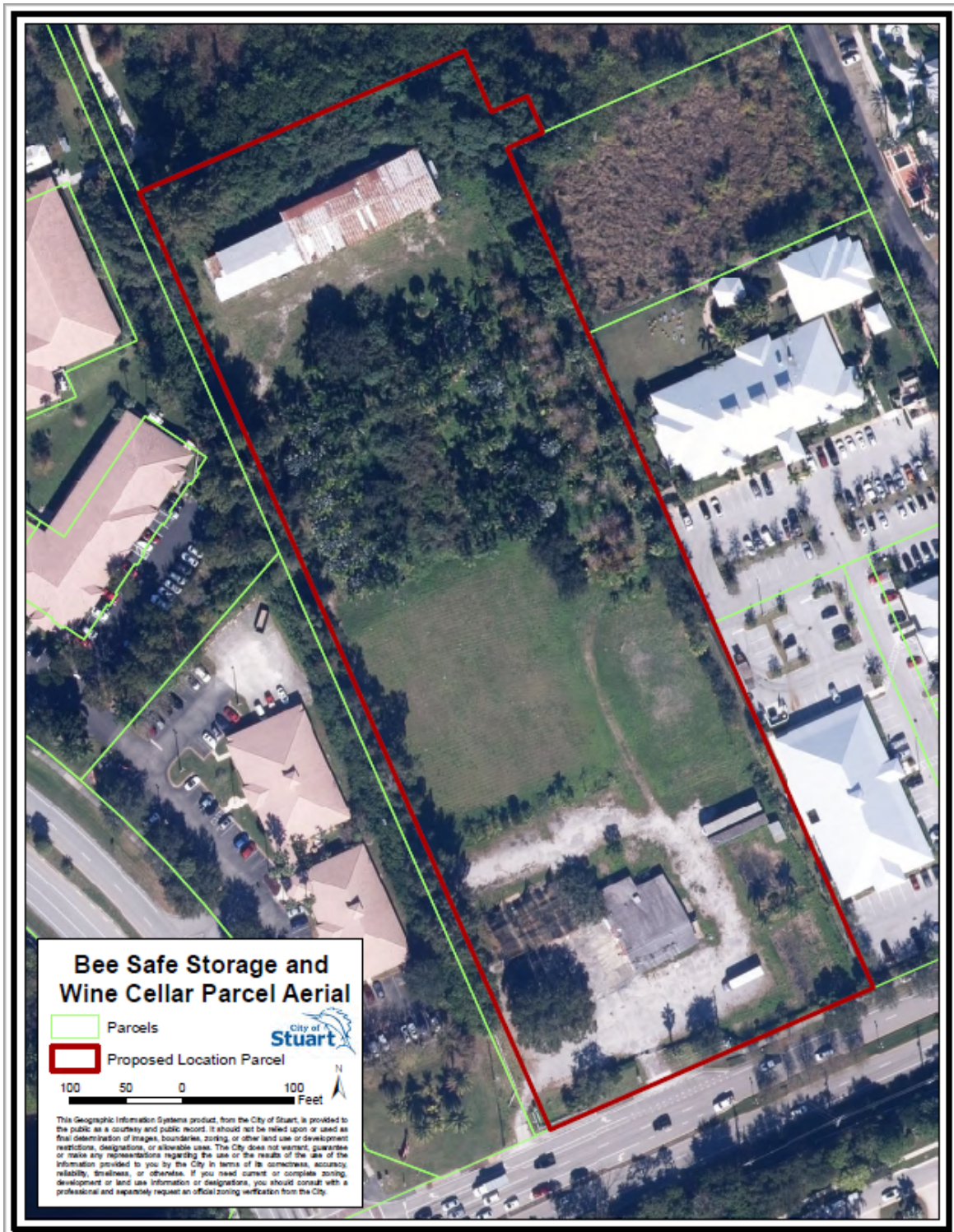
- Retail Business
- Business Professional, Medical and Veterinary Offices (indoor kennel only)
- Banks
- Theatres, Restaurants, Bars, Cocktail Lounges

- Public Buildings
- Hotels, Motels
- Gas Station
- Auto Sales
- Retail Warehouse Sales and Service (no outdoor storage)
- **Mini-Warehouse Facilities in conjunction with adjacent commercial**
- Barber and Beauty Shops
- Existing commercial nursery/garden center may continue until more than 50% of use is converted.

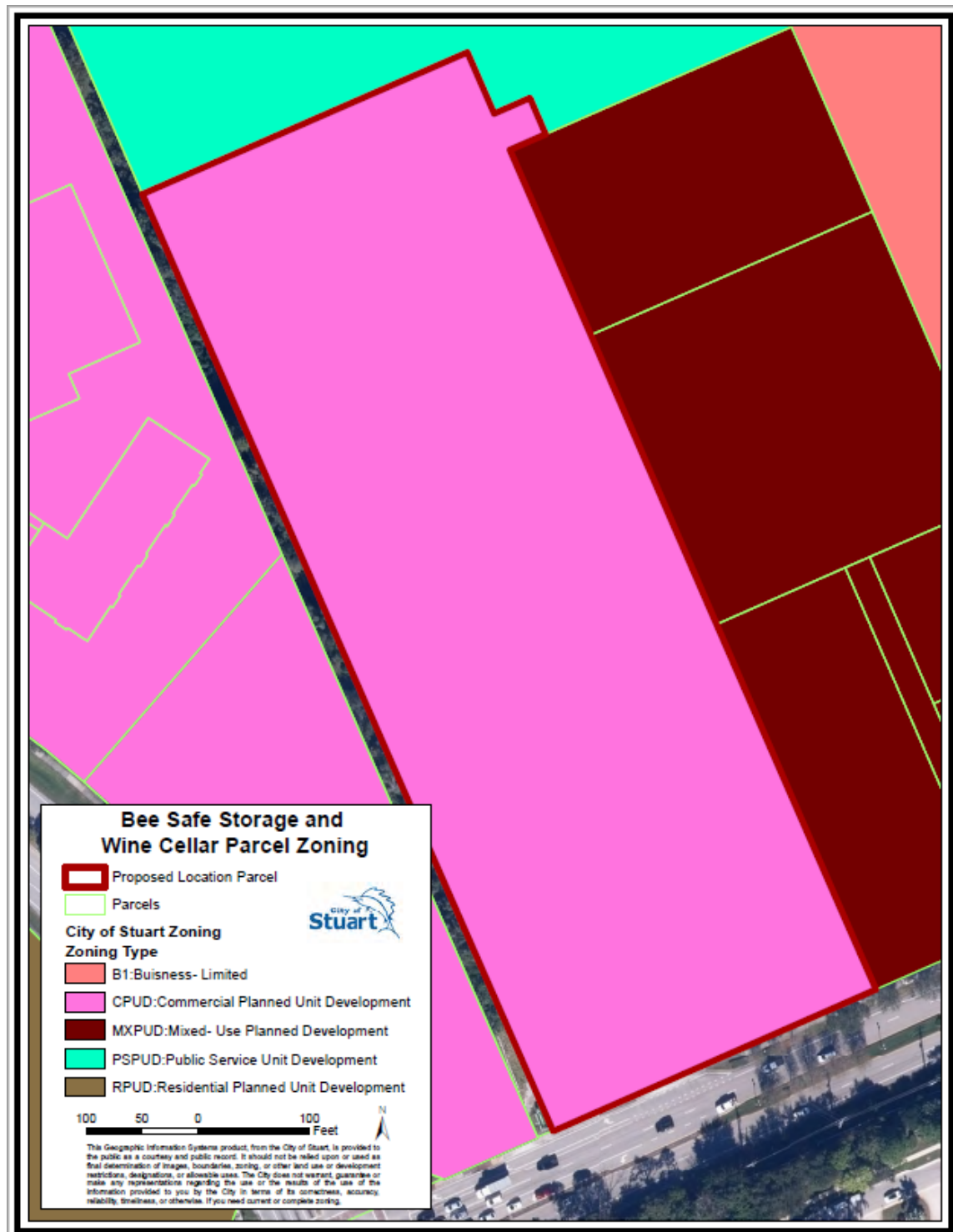
C. Location and Site Information

Address	1053 SE Indian Street, Stuart, FL
Parcel Number(s)	38-38-41-002-039-0010-8
Existing Zoning	Commercial PUD (CPUD)
Future Land Use	Commercial (C)
Site Area (acres)	6.59 acres
Present Use	Vacant (Prior use was commercial nursery)
Subject Property Land Use	Vacant Commercial
Proposed Land Use Designation	N/A
Subject Property Zoning	CPUD
Proposed Zoning District	N/A
Proposed Use	Mini Warehouse Facility
City Approvals	Building Department – Approved. Fire Department – Approved. Public Works – Approved. Police Department – Approved.
Staff Recommendation (if final report)	Complies.

Aerial Map MAP

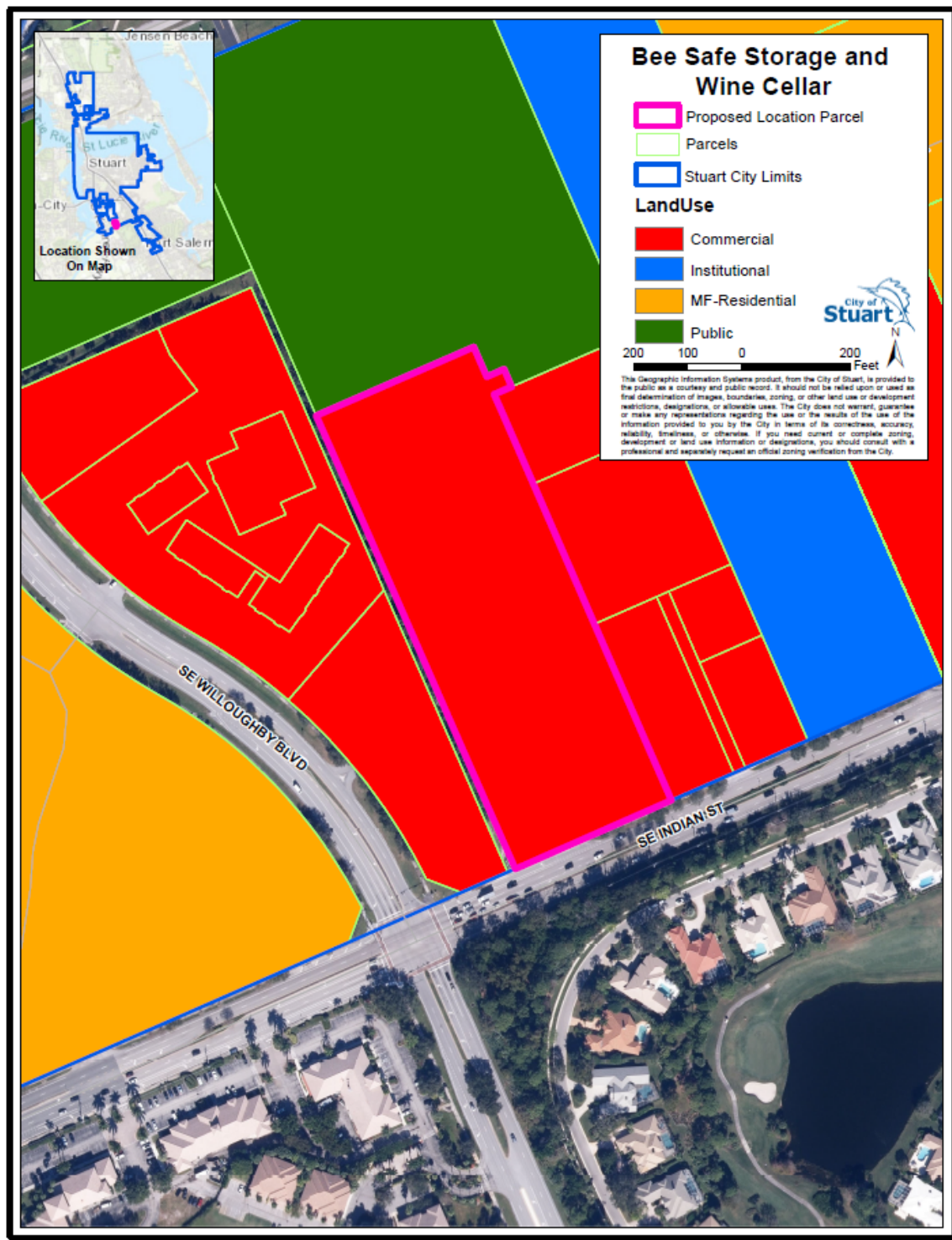


Existing Zoning MAP



Existing Future Land Use

MAP



D. Determination of compliance with Comprehensive Plan

The proposal complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan:

Objective 1.A7: The Future Land Use Map establishes the optimum, overall distribution of land uses as well as can be established on a City-wide basis. The City of Stuart has designated land use categories and allowed uses for all land within the City of Stuart. The subject property has a Future Land Use of Commercial (C). This Future Land Use allows land uses and activities predominately connected with the sale, rental, and distribution of products or performance of professional and non-professional services. Includes retail sales, service establishments, business, professional and other offices, shopping centers, financial institutions, restaurants, entertainment, hotels, motels and other temporary lodging. A limited amount of Multi-Family Residential and indoor industrial uses is allowed. Mixed-use projects are allowed. Also, public facilities and electric distribution substations are allowed.

Policy 11.A1.1: The City will seek to ensure the allocation of an appropriate quantity of lands that are desirable for commercial and industrial purposes to serve future growth needs of the City.

Policy 11.A1.5: The City will encourage new commercial and industrial development.

E. Project Details

Traffic

The City's Traffic Consultant, Captec Engineering, Inc., has completed the review of the Applicant's Traffic Impact Memorandum and confirmed that the proposed development is consistent with the City's Concurrency Requirements. The proposed development is expected to generate a total of 49 trips during the morning peak hour and 51 trips during the evening peak hour. Based on the roadway impact evaluation, the proposed development is not expected to significantly impact the surrounding roadway network. The Applicant has prepared a turn lane warrant analysis that states the installation of a right turn lane at SE Indian Street is not warranted with this development.

Drainage

The City's Traffic Consultant, Captec Engineering, Inc., has completed the review of the Applicant's Stormwater Report, and has confirmed that the proposed development exceeds the City's requirements for stormwater management. Runoff from the new proposed project will be collected by new drainage basins and pipes before being directed into the two dry-retention basins. All stormwater runoffs will be stored within the onsite retention basins and infiltrated back into the groundwater table. No discharge structures are proposed within the project. The perimeter berms will be set at the 100-year 3-day storm event peak stage elevation, and the finished floors of the structures will be set at least one-foot above that peak stage. The Applicant

has prepared a stormwater maintenance plan that will be adhered to for assurance that the stormwater system will continue to perform appropriately as designed.

Existing Site Details

The subject property was used in the past as a commercial nursery. It has since been abandoned. The existing site includes trees left from when the site was in operation as a nursery. The existing site includes a one-story wood frame building fronting Indian Street and a one-story metal building in the rear of the property. Both structures have been abandoned and are proposed to be demolished. Additional existing site conditions include an overhead utility line along a portion of the Indian Street right-of-way, an asphalt parking area, and a pump house. The overhead utility line is proposed to remain, but the asphalt parking area and pump house will be removed.

Proposed Project Details

Access, Security, and Circulation

Access is granted to the site through one point of ingress/egress along Indian Street with a stamped asphalt crosswalk to delineate the change from a public right-of-way to private property. The main access drive into the subject site is ungated. Vertical security gates are proposed to restrict access into the area where the one (1)-story buildings will be located as the design of these buildings allow external access into individual units through the use of overhead garage doors. The gates connect to a security fence that continues around the perimeter of the site, excluding the rear stormwater retention area. Additional security is provided by the end user of the site through the use of a minimum of 32 high resolution cameras. The main access drive also provides a connection to a loading area for the three (3)-story building. Adequate circulation has been depicted on the submitted plans for full access into the site for the City's fire rescue and garbage vehicles.

The 6-foot-wide concrete sidewalk within the SE Indian Street Right-of-Way will remain as is, and a 6-foot-wide sidewalk connection into the site along the west side of the three (3)-story building is proposed, with 6-foot, 7-foot, and 8-foot pedestrian connections to the building. The City's Code requires 8-foot-wide sidewalks; therefore, the Applicant is requesting a waiver to deviate from the code requirements by providing a 6-foot-wide sidewalk from the existing right-of-way sidewalk into the site.

Building Area and Site Layout

The Applicant is proposing a three (3)-story, enclosed, 135,000-square-foot self-storage building along S.E. Indian Street. A total of eight (8) one (1)-story self-storage buildings with exterior garage bay access are proposed behind the three (3)-story structure and located in the center of the site. Six of the one (1)-story structures located internal to the site range from 7,572 square feet (36 storage units) to 7,987 square feet (38 units). The two one (1)-story structures located on the external portions of the site include 43 storage units and have a footprint of 9,367 square

feet. The rear of the site includes a large retention area, and a secondary retention area is proposed along the Indian Street right-of-way on the southwest corner of the site.

The three-story building is setback 31.57 feet from the south property line (S.E. Indian Street frontage). The three-story building is setback 20.97 feet from the east property line and has requested a waiver to deviate from the requirements of City Code section 2.04.04 (E)(5) that requires a 30-foot side yard setback. This waiver is only being requested for the three (3)-story building, as this code requirement only applies for structures over one (1)-story in height.

Pursuant to Section 6.01.05(G) of the City's Code, the Applicant is required to provide a pedestrian amenity on the subject site. Due to the gross floor area of the proposed buildings, the Applicant is required to provide a combination of benches, shade structures, and/or fountains. The Applicant has proposed this amenity along the S.E. Indian Street right-of-way through the provision of two benches over a herringbone paver pattern area that connects to the public sidewalk, a landscape area in between the bench area and the sidewalk, a trash receptacle, and pedestrian trellis structure for shade.

Parking

The City's code requires one (1) parking space per employee plus one (1) parking space per every 50 storage units. The proposed plan shows a total of 778 storage units. Per the City's Code, a total of 22 spaces is required for the number of storage units proposed on the subject site. The Applicant has stated they anticipate that one (1) employee will be on the property at a time; therefore, a total of 23 parking spaces is required onsite. The Applicant has provided a total of 21 spaces and is therefore requesting a waiver as a part of the approval for this minor proposed deviation from the City's code.

Pursuant to the City's parking code requirements, a total of 1 bicycle parking rack and two bicycle parking spaces are required for this development. The Applicant has exceeded this requirement by providing 2 bicycle racks and 4 bicycle parking spaces adjacent to the six-foot-wide pedestrian sidewalk.

Landscape

City staff has reviewed the proposed landscaping and the Applicant's proposal meets and exceeds the requirements set forth in the City's landscape code. The Applicant has proposed a landscape palette consisting of 100% native plant material on the subject property. The Applicant has provided a total of 151 shade trees and 50 palm trees. Additionally, the Applicant has made the effort to relocate and preserve a total of 70 Live Oak and Bald Cypress trees onsite. Foundation planting is provided along the exterior of the three (3)-story building, designed with Eagleston Holly trees, Southern Live Oaks, Sabal Palms, and grasses and groundcovers including Pink Muhly Grass and Dwarf Yaupon Holly.

Additionally, the Applicant has provided a variety of grasses, Red Maple Trees, and Bald Cypress trees within the Retention Area along the S.E. Indian Street right-of-way to aid in the filtration of

stormwater. The retention area located in the rear of the property has been planted with sod and live oak trees around the perimeter of the depression.

Since the LPA hearing on March 10, 2022, the Applicant has added to the landscape plan a few palms, small flowering trees, and flowering shrubs to the building frontage and retention/seating area.

Architecture

As previously stated within this report, the Applicant is proposing one (1), three (3)-story fully enclosed self-storage facility and eight, one (1)-story storage structures. The three-story building is 37 feet tall to the top of the roof and 44 feet tall to the top of the sign tower parapet wall. The parapets are proposed for vertical articulation as well as to conceal rooftop mechanical equipment. The southwest corner of the building includes a vast portion of glass with metal canopies. This glass façade will be transparent and provide a view into “dummy doors”. These doors are not functioning doors, they are part of an architectural style utilized by other self-storage facilities in the City. The remainder of the building incorporates the use of spandrel glass, metal canopies and overhangs, projections and recesses, tower elements, and decorative “V” joints to provide a visually appealing building that meets all elements of the City’s architectural requirements. The applicant has provided many of these elements in response to staff’s request that the Applicant address the condition of the large massing of the building.

Signage

The Applicant has provided locations for two wall signs on the three-story building: one sign on the south elevation and another on the west elevation. The Applicant has stated that the signage design meets the City’s sign code and will be submitted at time of building permit.

The Applicant has provided staff with a location and design for the proposed monument sign. The monument sign meets the setback and dimensional requirements in the City’s sign code.

Waivers

#	CODE	REQUIREMENT	PROPOSED	WAIVER REQUESTED
1	<i>Section 2.04.04 (E)(5), Nonresidential Use Common Boundary Setbacks</i>	30-foot side yard setback	20.97 feet	9.03 feet
2	<i>Section 6.01.13, Off-street Parking Schedule</i>	23 parking spaces (22 spaces for units, 1 space for employee)	21 parking spaces	2 parking spaces
3	<i>Section 6.01.04(B), Sidewalks and bikeways</i>	Eight-foot-wide sidewalks	6-foot-wide sidewalks	2 feet

- (1) The Applicant has requested a waiver for the side yard setback adjacent to the three (3)-story storage building. The Applicant has provided a cross section that depicts a dense landscape buffer in this area to offset the 9-foot setback reduction.
- (2) The Applicant has requested a waiver for the number of provided parking spaces on the subject property. As the one-story storage units are drive-up facilities with overhead garage doors, it is anticipated that the majority of the parking spaces provided will be utilized by storage unit tenants of the three (3)-story building. The three (3)-story building requires a net of 15 parking spaces out of the 22 required by code. The location of all of the 21 parking spaces provided are adjacent to the three (3)-story building and are appropriate in this location. Additionally, the Applicant has further justified this request by providing double the amount of required bicycle parking.
- (3) The Applicant has requested a waiver to deviate from the required sidewalk width. City staff has requested that the Applicant provide an 8-foot-wide sidewalk from the Indian Street right-of-way to the building, and the Applicant has responded that 6-foot-wide sidewalks are sufficient. The Applicant has provided an average of 15 feet of foundation planting in the area between the sidewalk and the building. There is sufficient space in this area for an additional two feet of sidewalk width, which may be helpful to unit tenants transporting sometimes heavy and large items into the building from their vehicles in the event the loading zone is occupied.

F. Staff Analysis

Staff has reviewed the subject petition for an amendment to the PUD located at 1053 S.E. Indian Street to allow for the proposed development program. According to the US Census, approximately 29% of the population in Martin County is 65 and older. The trend seen is that as people age, many choose to downsize to smaller homes, multi-family units, and assisted living facilities. Therefore, staff is aware that there is a demand for additional self-storage facilities in the City of Stuart. This development provides a supply of storage units to accompany existing housing developments as well as the many multi-family housing developments approved and currently under construction. The Applicant has exceeded the code requirements in regard to providing a quality stormwater management system. The Applicant has chosen to relocate many of the mature trees located onsite from when the site was utilized as a commercial nursery and provided plantings in the retention areas for filtration of runoff. The project includes a modern, three-story building that fronts the street and has met code requirements by proposing a pedestrian amenity that provides shade and seating.

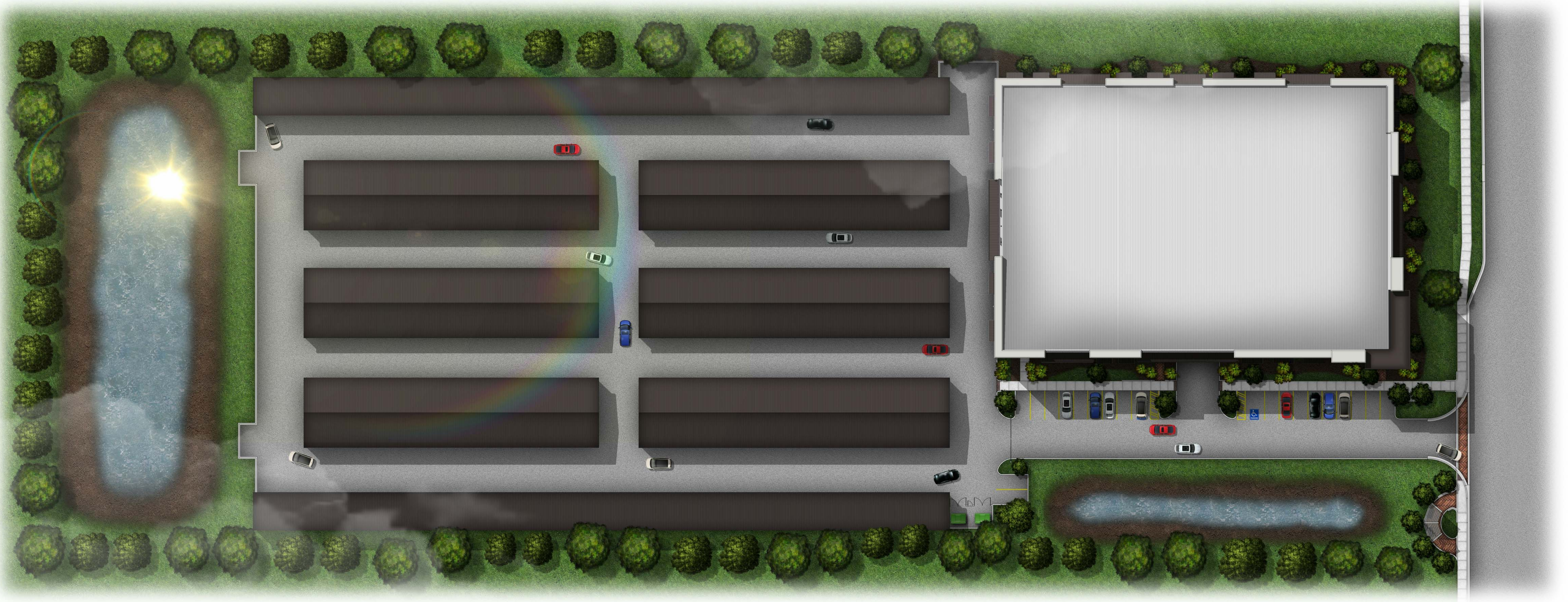
Staff recommends approval of Ordinance 2482-2022.

G. Local Planning Agency

At the Local Planning Agency (LPA) meeting on March 10, 2022, the LPA recommended denial of the subject petition to the City Commission with five (5) members recommending denial of the proposal and one (1) member in support of the proposal. The reasons given by the LPA members recommending denial were: (1) not in favor of the reduction in the side setback for the three (3)-story building, (2) the overall size/height and massing of the three (3)-story building, and (3) the use of the subject property as a self-storage facility.

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1 Site Plan Rendering
A-000 N.T.S.



3 Rendering 2
A-000 N.T.S.



2 Rendering 1
A-000 N.T.S.

PRELIMINARY
NOT FOR CONSTRUCTION
3/22/2022 9:57:26 AM

PROFESSIONAL SEAL

REVISIONS:	No.	Description	Date

PROJECT NAME:
Project Status
**BEE SAFE STORAGE AND
WINE CELLAR**
1053 Indian Street
Stuart, FL 34994

Issued for Construction:
Drawn By: LVT
Checked By: BJS
Issue Date:
LVT
BJS

DRAWING NAME:
Renderings

DRAWING NO.
A-000
Project No.: 21.030

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

Doug Fitzwater, being first duly sworn, depose(s) and say(s):

That (I am / we are) the owner(s) or petitioner(s) of the following described property which constitutes the location for which notification is required:

1053 SE Indian Street, Stuart, FL

That a copy of the notice was sent by regular U.S. Mail on 4/22/22 to the property owners within 300 feet of the subject property.

That a list of the property owners and their addresses is on file with the City of Stuart; and

That a sign was posted on the subject property in accordance with Section 11.02.02 of the City's Land Development Code; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit.

Doug Fitzwater
SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

Doug Fitzwater
SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

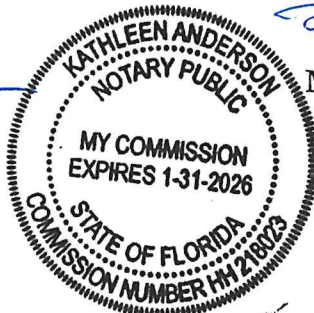
STATE OF FLORIDA, COUNTY OF Martin

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28 day of April, 2022 By

Doug Fitzwater
Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public, State of FL
(Notary Seal)



Kathleen Anderson
My Commission expires:

11/31/2026

Notice to Surrounding Property Owners

Subject: **Public Hearing Before:**
City Commission

Petitioner: Bee Safe Storage and Wine Cellar

Parcel ID #: 38-38-41-002-039-00010-8

Address of Property: 1053 SE Indian Street, Stuart, FL

Proposed Request: Request to consider an amendment to the Commercial Planned Unit Development (CPUD) and site plan approval to allow the construction of a self-storage facility.

Dear Property Owner:

Please be advised that the City of Stuart will conduct a public hearing before the City Commission on **Monday, May 9th at 4:00pm and Monday, May 23rd at 5:30pm** to consider the above request.

The public hearing(s) will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart and via a Zoom link available prior to the meetings.

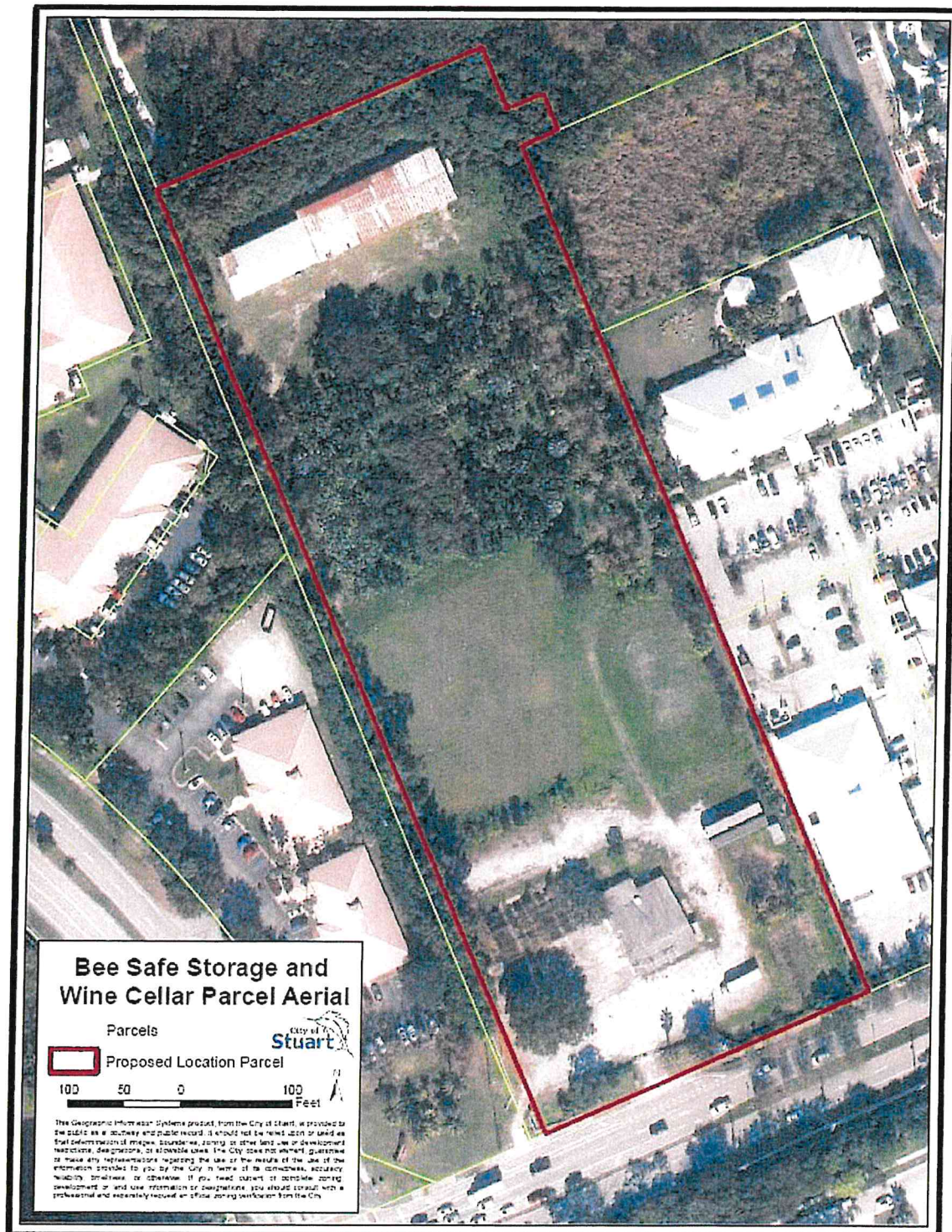
All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for inspection at the Office of the City Development Department located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, please feel free to call the City's Senior Planner, Erin Wohlitka, at (772) 600-1255, M-F 8:30 A.M. – 5:00 P.M.

Sincerely,

Erin Wohlitka

Erin Wohlitka
Senior Planner
ewohlitka@ci.stuart.fl.us

Location Map





Sign 1 – East Side



Sign 2 – West Side



Bee Safe Storage & Wine Cellar
April 20, 2022

The applicant has submitted a CPUD application for a proposed storage facility on a 6.59-acre parcel on SE Indian Street. The property was used as a tree nursery and farmer's market, but the property is currently vacant. Regarding the two adjacent properties along Indian Street, to the east of the property is the Commons at Indian Street, a professional office complex. To the west of the property is a professional office complex. The proposed storage facility is compatible with each of the adjacent uses.

The Bee Safe Storage is requesting approval of a three-story air-conditioned storage building along SE Indian Street and eight one-story garage access storage buildings to the rear of the property. The total floor area proposed is 195,400 sf., which includes all proposed buildings on site. Along with the storage uses, Bee Safe will sell moving and storage supplies to their customer base.

In 1997, the property was annexed into the City of Stuart and assigned a zoning category of CPUD and a land use of Commercial. The approved CPUD Zoning Ordinance 1580-97 allows for mini-storage facilities, and the proposed Bee Safe Storage & Wine Cellar Storage Facility is consistent with the approved use. The commercial land use is consistent with the CPUD zoning district and proposed use.

The proposed project is consistent with the approved CPUD and is asking for a waiver for the following items:

- A reduction in the sideyard setback as required in Section 2.04.04 (E)(5) from 30-feet to 20-feet. Please note that this section is only applicable to the 3-story building only.
- A reduction in the internal sidewalk width from eight feet to six feet as required in Section 6.01.04(B). A six foot side walk is sufficient for the proposed use
- The standard parking requirement for a mini-storage facility is as follows: 1 space per employee and 1 space per 50 storage units. Bee Safe Storage anticipates having one employee and will provide 1086 storage units, therefore the parking requirements would be 23 spaces. Bee Safe is providing 21 parking spaces, which based on their knowledge of their operations is more than sufficient for the project.

Below is how the Applicant intends to further secure the proposed site.

- The facility will include a minimum of 32 high resolution cameras that will record all movement and could be remotely viewed.
- There is a proposed security gate in the drive lane separating the single-story units from the multi-story facility. This gate can only be accessed by customers who have a security code provided by staff.

- The facility will have limited hours of access. 6:00am-10:00pm every day. There will be staff on site as well Monday-Friday 9:30am-6:00pm, Saturday 8:30am-5:00pm, Sunday 11:00am-3:00pm.
- The staff will NOT be living on the property, there are no living facilities provided.

Memorandum

To: Michael Uhazie, PE
Project Manager / Bowman Consulting

From: Andrew Petersen, PE

Andrew J. Petersen, P.E.
State of Florida, License # 75493

Date: 07/20/2021

07/22/2021

Re: Bee Safe Storage & Wine Cellar @ SE Indian St. Stuart, FL – Turn Lane Warrant Analysis

Digitally signed by Andrew Petersen
Reason: This item has been digitally signed & sealed by Andrew J. Petersen, P.E. on the date indicated here. Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.
Contact Info:
apetersen@bowmanconsulting.com
Date: 2021.07.22 22:52:40-04'00'

Bowman Consulting Group (Bowman) has been retained to perform a Traffic Impact Memorandum for the proposed Bee Safe Storage & Wine Cellar to be located at 1137 SE Indian St. Stuart, Florida, see **Attachment A**. The purpose for this memorandum is to provide a summary of the anticipated trip generation and trip distribution, and to conduct a turn lane warrant analysis for the proposed Bee Safe Storage.

The scope of the Traffic Impact Assessment was coordinated with Martin County Traffic Review Staff, see **Attachment B**. This scope was also coordinated and the City of Stuart Traffic Review Staff (Captec Engineering, Inc.) via conference call.

Proposed Development

The applicant is proposing to develop the site with a 135,000 square feet Warehouse, and an additional 61,600 square feet of storage building. The Site is proposed to be developed on SE Indian St, northeast of the intersection with SE Willoughby Blvd. **Figure 1** depicts the location of the proposed development.



Figure 1 Location of site

Access to the site is proposed to be provided by one right-in/right-out driveway along SE Indian St, as depicted in **Figure 1**.

Roadway system

SE Indian St.: within the identified study area SE Indian St. is a four-lane divided urban major arterial according to the Florida Department of Transportation, Martin County Functional Classification Map. SE Indian St has a Northeast-Southwest alignment and a posted speed limit of 45 MPH.

Trip Generation and Distribution

The Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition was used to determine the number of trips generated by the land use Warehousing (Land Use 150). **Table 1** outlines the trip generation calculations for the proposed development.

Table 1 Site Trip Generation

Land Use (1)	Size	Weekday			AM			PM		
		In	Out	Total	In	Out	Total	In	Out	Total
LU 150 Warehousing	196,600	178	179	357	38	11	49	13	38	51

(1) Institute of Transportation Engineers Trip Generation (ITE), 10th Edition

Based on **Table 1**, the proposed development is expected to generate a total of 49 trips (38 entering and 11 exiting) during the morning peak hour and 51 trips during (13 entering and 38 exiting) the evening peak hour.

The anticipated trip distribution for the proposed site was developed based on review of the 2019 Traffic Volume information extracted from the Martin County *2019 Roadway Level of Service Inventory Report*.



Figure 2 Trip Distribution

Martin County *Adopted LOS D*, city of Stuart *Adopted LOS E*. As defined on Chapter 5, Section 5.2 of the Martin County Code of Ordinances, and Element II (*Transportation Element*) Objective 1 Policy 1.4 of the city of Stuart Code of Ordinances.

Table 2 presents the projected impact of the proposed development site trips in the surrounding roadway network according to the Trip Distribution presented in **Figure 2**.

Table 2 Site Trip Distribution

Roadway	Segment	Generalized Service ⁽¹⁾	Generalized Service Capacity ⁽¹⁾	Project Traffic Trip Dist %	Projected Daily Development Trips ^(2,3)	Project Traffic Impact (%)
SE Indian St	From Wiloughby Blvd to US -1	C	2,000	50%	26	1.3%
SE Indian St	From SR-76 to Wiloughby Blvd	C	2,000	29%	15	0.8%
SE Indian St	From US - 1 to SR-5	C	2,000	10%	5	0.3%
Wiloughby Blvd	North of SE Indian St.	C	2,000	11%	6	0.3%
Wiloughby Blvd	South of SE Indian St.	C	2,000	10%	5	0.3%
US-1	North of SE Indian St.	C	3,020	22%	11	0.4%
US-1	South of SE Indian St.	C	3,020	18%	9	0.3%

(1) Generalized LOS Capacity and 2019 Peak Hour Directional Volume extracted from Martin County 2019 Roadway Level of Service Inventory Report

(2) Projected Daily Development Trips were calculated using LU 150 from the ITE Trip Generation Manual. The assumed trip distribution along the roadways based on the projected site trip distribution pattern.

(3) Trip Generation Rates calculated for the PM Peak Hour

Based on **Table 2** and considering the evening peak hour was determined to be the peak hour of the proposed development, the development is not expected to significantly impact the surrounding roadway network. The proposed trips would fit in the existing traffic conditions without disrupting the current level of service. Justifying that the proposed traffic created by the proposed development should be considered acceptable without the need for any additional improvements.

Capacity Analysis

The intersection of SE Indian St & the Warehouse Driveway was analyzed for the Build Out Conditions following the Highway Capacity Manual (HCM 6th edition) methodologies using the computer software package Synchro 10. The analysis uses capacity, Level of Service, and control delay as the criteria for the performance of the intersection.

Per the city of Stuart request, the Build Out year was revised to be two years after the anticipated construction/issuance of certificate of occupancy year (2022), therefore for the purposes of this memorandum, 2024 is considered the Build Out year.

Capacity Analyses were conducted for the Build conditions (year 2024). The primary purpose for this approach was to evaluate the results in order to identify the impact of the proposed development. The capacity results are included in **Appendix C**.

The intersection is expected to operate at LOS A under No Build and Build conditions. No increases in delays are expected on the eastbound and westbound approaches with the inclusion of the proposed development. A 11.9-second delay is expected on the southbound approach (site driveway) for the morning peak hour and a 17-second delay is anticipated for the evening peak hour. Therefore, under Build

conditions, the site driveway is expected to operate at acceptable LOS C or better during the morning and evening peak hours.

The 95th queue results for the morning and evening peak hour show the queue lengths are not expected to exceed the available storage of the driveway under Build conditions.

Turn Lane Warrant Analysis

The forecasted right turn volumes at the site driveways were evaluated to determine the need for the installation of auxiliary right turn lanes to access the proposed site. The analyses were completed per the criteria set forth in the Driveway Information Guide (Chapter 7) published by the Florida Department of Transportation.

The proposed site driveway is projected to generate the following number of right turns:

- AM Peak Hour – 38
- PM Peak Hour – 13

Table 3 outlines the criteria required to meet the installation of an auxiliary right turning lane.

Table 3 Right Turn Lane Warrant Criteria Results at Proposed Site Driveways

Criteria ⁽¹⁾	Driveway 1
	Criteria Met?
45 MPH or Less - more than 80 -125 turns per hour ⁽²⁾ .	No
Over 45 MPH More than 35-55 right turns per hour ⁽²⁾ .	N/A
⁽¹⁾ FDOT Driveway Information Guide ⁽²⁾ The lower threshold of 80 right turn vehicles per hour would be most used for higher volume (greater than 600 vehicles per hour, per lane in one direction on the major roadway) or two-lane roads where lateral movement is restricted. The 125 right turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with a large entry radius (50 feet or greater).	

As shown in **Table 3**, the proposed site driveway 1 does not meet the conditions for a right turn lane along SE Indian St.

Table 4 presents the additional criteria provided by the FDOT Driveway information guide for the installation of a right turn lanes.

Table 4 Right Turn Lane Warrant Criteria Results at Proposed Site Driveways

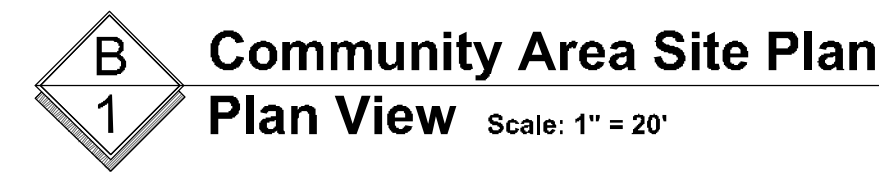
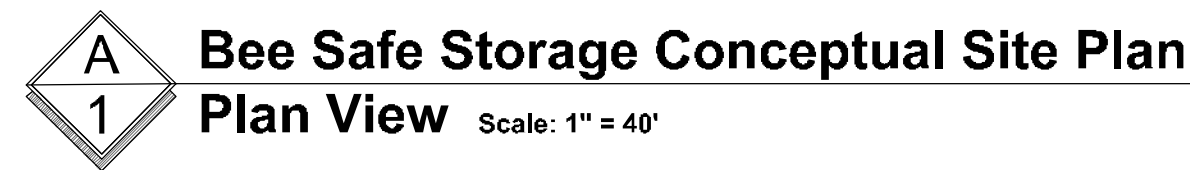
Criteria ⁽¹⁾	Driveway 1
	Criteria Met?
Facilities having a high volume of buses, trucks or trailers (2 or 3 per hour).	No
Poor internal design of a driveway facility causing potential backups in the through lanes.	No
Heavier than normal peak flows on the main roadway.	No
Very high operating speeds (such as 55 MPH or above) and in rural areas where turns are not expected by through drivers.	No
Highways with curves or hills where sight distance is impacted.	No
Gated entrances.	Yes
Crash experience, especially Rear-End Collisions.	No
Intersections or driveways just after signalized intersections where acceleration or driver expectancy would make a separate right turn lane desirable, (this would also be the case downstream soon after a dual left turn lane onto a four-lane road)	No
Severe skewed angle of intersection requiring right turn vehicle to stop greatly.	No
⁽¹⁾ FDOT Driveway Information Guide	

The criteria for gated entrances is met. However, considering the expected number of trips of this development, the queue length at the southbound approach of the intersection of site driveway and SE Indian St., and considering no additional criteria is met, the installation of a right turn lane is not warranted at this location.

Summary of findings and Conclusions

- The proposed development is expected to generate a total of 49 trips (38 entering and 11 exiting) during the morning peak hour and 51 trips during (13 entering and 38 exiting) the evening peak hour.
- It is anticipated that 50% of the site trips travel to/from West of SE Indian St.; of these, 29% are expected to/from SE Indian St., 11% are expected from/to north of SE Willoughby Blvd and 10% are expected to travel from/to north of SE Willoughby Blvd. It is anticipated that the remaining 50% of the site trips travel to/from East of SE Indian St.; of these, 10% are expected to/from SE Indian St., 22% are expected from/to north of U.S. Rte. 1 and 18% are expected to travel from/to south of U.S. Rte. 1.
- The proposed site driveway is projected to generate the following number of right turns:
 - AM Peak Hour – 38
 - PM Peak Hour – 13
- Based on the roadway impact evaluation, the proposed development is not expected to significantly impact the surrounding roadway network.
- The results of the turn lane warrant analysis are as follows:
 - The intersection is expected to operate at LOS A under No Build and Build conditions. The eastbound and westbound approach are not expected to be impact by the inclusion of the proposed development. The southbound approach is expected to operate at an acceptable LOS C or better.
 - The 95th queue results for the morning and evening peak hour show the queue lengths are not expected to exceed the available storage of the driveway under Build conditions.
- The results of the turn lane warrant analysis are as follows:
 - The proposed site driveway does not meet the conditions set by the FDOT Driveway Information Guide, not warranting a right turn lane along SE Indian St.
 - Based on the additional criteria set by the FDOT Driveway Information Guide, the criteria for gated entrances is met. However, considering the expected number of trips of this development, the queue length at the southbound approach of the intersection of site driveway and SE Indian St., and considering no additional criteria is met, the installation of a right turn lane is not warranted at this location.

Appendix A



Indian Street Storage

Indian Street, Stuart, Florida

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Appendix B

From: Lukas Lambert <llambert@martin.fl.us>
Sent: Tuesday, February 16, 2021 2:50 PM
To: Daniela Jurado
Cc: Lisa Wichser; Damian Bono
Subject: [EXTERNAL] RE: Warehouse Stuart, FL-Traffic Impact Assessment Scope

Good afternoon Daniela,

The proposed development is within the municipal boundaries of the City of Stuart, and will need to be submitted for their review. <https://cityofstuart.us/264/Planning-Zoning-Department>

City of Stuart Development Web Map

<https://stuartfl.maps.arcgis.com/apps/webappviewer/index.html?id=0af302238bf542deaeb499ca6efcb2e>

Martin County would review and issue a right-of-way use permit should any access changes be proposed.

Luke Lambert
Traffic Engineering Manager
Public Works Department
[Martin County Board of County Commissioners](#)
772-221-2300

From: Daniela Jurado <djurado@bowmanconsulting.com>
Sent: Tuesday, February 16, 2021 2:28 PM
To: Damian Bono <dbono@martin.fl.us>
Cc: Andrew Petersen <apetersen@bowmanconsulting.com>
Subject: Warehouse Stuart, FL-Traffic Impact Assessment Scope

**Think Before You Click: This Email Originated
Outside of your organization.**

Good afternoon Mr. Bono,

My is Daniela Jurado I am an engineer working with Bowman Consulting. I am sending this email to discuss the scope of the traffic study for a proposed project near the intersection of SE Indian Street and SE Willoughby Road in the city of Stuart, Martin County.

The development in question is a proposed Warehouse with a 135,000 SF 3 story Main Building (45,000 SF per floor) and 62,400 SF of additional storage space outside the main building. Therefore based on the ITE the expected number of trips is 357 daily trips, 49 during the morning peak and 56 during the evening peak hour.

Our proposed scope is as follows:

1. Trip generation calculations for the proposed development utilizing the ITE *Trip Generation Manual, 10th Edition*

2. Traffic assignment (trip distribution) for the proposed development
3. Turn lane warrant analysis.

I have attached the proposed scope to this email. Would this be an acceptable approach for the County?

Please let me know if you have any questions, or would like to discuss these items further.

Thank you in advance,

DANIELA JURADO

Engineer I | **BOWMAN**

4450 W Eau Gallie Boulevard, Suite 144, Melbourne, FL 32934

O: (321) 255-5434 | D: (321) 270-8977 | M: (786) 370-2762

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TRAFFIC IMPACT STUDY WAREHOUSING, STUART FL SCOPING/METHODOLOGY STATEMENT

Scoping Meeting Date: Electronic Coordination

Applicant's Consultant: Bowman Consulting Group

Applicant's Contact information: Andrew J Petersen (321 -270 - 8983 / apetersen@bowmanconsulting.com)
Daniela Jurado (321 -270 - 8977 / djurado@bowmanconsulting.com)

(1) LOCATION OF PROPOSED PROJECT: **See Figure 1**

Municipality: City of Stuart, FL

Roadway SE Indian Street

(2) DESCRIPTION OF PROPOSED PROJECT:

The proposed project consists on the development of a currently abandoned parcel located on the Northwest side of SE Indian St, northeast of the intersection with SE Willoughby Blvd, in the city of Stuart, Florida. The proposed development comprises a 135,000 square feet warehouse and 32,400 SF of additional storage building. Access to the development will be provided by one Right-in/Right-out driveway along SE Indian Street.

Trip generation rates were extracted from the Institute of Transportation Engineers 10th Edition. The trip generation is presented in **Table 1**. The proposed Trip Distribution is presented in **Figure 2**.

(3) PURPOSE OF THE ASSESSMENT:

The purpose for the study is to determine the number of trips generated by the proposed site; to evaluate the need of turn lanes into the site.

Turn lane warrant analyses will be completed at the proposed driveway access points along SE Indian Street. The results of the study will be summarized in a report document with graphics and back up data.

(4) DEVELOPMENT SCHEDULE:

Anticipated Opening Date: 2022

Analysis Date: 2022

(5) STUDY INTERSECTIONS (See Figure 2):

-SE Indian Street and Site Driveway 1 (Right-in/Right-out driveway)

(6) STUDY AREA TYPE: Urban: x Rural:

(7) ANALYSIS PERIODS AND TIMES:

AM Peak hour	7:00 AM - 09:00 AM
PM Peak hour	4:00 PM - 06:00 PM

(8) TRAFFIC ADJUSTMENT FACTORS:

(a) Seasonal Adjustment: N/A

(b) Annual Base Traffic Growth: N/A Source: N/A

(9) OTHER PROJECTS WITHIN STUDY AREA TO BE ADDED TO BASE TRAFFIC:

No

(10) APPROVAL OF DATA COLLECTION ELEMENTS AND METHODOLOGIES:

<u>Proposed Location</u>	<u>Period (Avg Day)</u>	<u>Type</u>
- SE Indian St, NE of int w/ Willoughby Blvd	AM/PM	Turning Movement Counts

(11) CAPACITY/LOS ANALYSIS

<u>Location</u>	<u>Period (Avg Day)</u>	<u>Type</u>
N/A		

(12) ROADWAY IMPROVEMENTS/MODIFICATIONS BY OTHERS TO BE INCLUDED:

TBD

(13) OTHER NEEDED ANALYSES:

(a) Signal Warrant Analysis:
No

(b) Required Signal Phasing/Timing Modifications:
N/A

(c) Analysis of the Need for Turning Lanes:
-SE Indian Street and Site Driveway 1 (Right-in/Right-out driveway)

(d) Turning Lane Lengths:
N/A

(e) Queuing Analysis:
N/A

(14) ADDITIONAL COMMENTS OR RECOMMENDATIONS RELATIVE TO THE SCOPE OF THIS PROJECT:

TRAFFIC IMPACT STUDY **SCOPING/METHODOLOGY STATEMENT**

FIGURE 1



TABLE 1

Land Use (1)	Size	Weekday			AM			PM		
		In	Out	Total	In	Out	Total	In	Out	Total
LU 150 Warehousing	197,400	178	179	357	38	11	49	18	38	56

(1) Institute of Transportation Engineers Trip Generation (ITE), 10th Edition

(2) Pass-by Rates of 76% for LU-960 were extracted from the ITE Trip Generation Errata.

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Baker Rd	SR-5	CR-723	Class II: 2-Ln Undivided	750	5,349	243	C	1.8%
Berry Ave	Golden Bear Wy	CR-714	Class II: 2-Ln Undivided	750	3,487	177	C	1.3%
Berry Ave	CR-714	Sunset Tr	Class II: 2-Ln Undivided	750	1,809	97	C	0.5%
Britt Rd	Pine Lake Dr	SR-5	Class II: 2-Ln Undivided	750	4,565	212	C	0.6%
Citrus Blvd.	CR-714 (Martin Hwy)	Port St. Lucie Blvd.	Transitional 2-Ln Uninter /Undivided Flow	1200	5,391	469	C	7.0%
Commerce Ave	Salerno Rd	Monroe St	Class II: 2-Ln Undivided	750	6,156	393	D	3.1%
Commerce Ave	Monroe St	Indian St	Class II: 2-Ln Undivided	750	6,704	366	C	0.7%
Country Club Dr	Palm Beach County	Island Way	Class II: 2-Ln Undivided	750	2,827	134	C	0.5%
Country Club Dr	Island Way	Little Club Dr	Class II: 2-Ln Undivided	750	3,512	159	C	1.9%
County Line Rd	Little Club Dr	SR-5	Class II: 2-Ln Undivided	750	2,703	124	C	2.9%
Cove Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	13,855	749	C	1.5%
Cove Rd	Willoughby Blvd	SR-5	Class I: 2-Ln Undivided	880	15,446	699	C	0.9%
Cove Rd	SR-5	CR-A1A	Class II: 2-Ln Undivided	750	13,161	586	D	2.5%
Cove Rd	CR-A1A	End	2-Ln Undivided Non-State	675	5,739	322	C	1.7%
CR-609 (Allapattah Rd)	SR-710	CR-714	Uninterrupted Rural Hwy: 2-Ln Undivided	740	1,892	109	A/B	3.5%
CR-609 (Allapattah Rd)	CR-714	St Lucie County	Uninterrupted Rural Hwy: 2-Ln Undivided	740	1,786	88	A/B	2.9%
CR-707 (Beach Rd)	Palm Beach County	CR-708	2-Ln Undivided Non-State	675	1,782	116	C	1.4%
CR-707 (Dixie Hwy)	CR-723/CR-707	CR-707 (Indian River Dr)	Class II: 2-Ln Undivided	750	5,383	235	C	0.8%
CR-707 (Indian River Dr)	CR-707 (Dixie Hwy)	CR-707A (Jensen Beach Blvd.)	2-Ln Undivided Non-State	675	10,521	601	D	0.5%
CR-707 (Indian River Dr)	CR-707A	SR-732	Class II: 2-Ln Undivided	750	6,007	336	C	8.0%
CR-707 (Indian River Dr)	SR-732	St. Lucie County	2-Ln Undivided Non-State	675	6,615	351	D	8.0%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB) and Murphy Rd (PM/NB).

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
CR-707A (Jensen Beach Blvd)	CR-723	Skyline Dr	Class II: 4-Ln Divided	1630	23,279	1,175	D	4.5%
CR-707A (Jensen Beach Blvd)	Skyline Dr	Pineapple Way	Class II: 4-Ln Divided	1630	19,680	962	D	0.5%
CR-707A (Jensen Beach Blvd)	Pineapple Wy	CR-707	2-Ln Undivided Non-State	675	8,920	448	D	0.5%
CR-708 (Bridge Rd)	SR-76	CR-711	Uninterrupted Rural Hwy: 2-Ln Undivided	740	932	67	A/B	6.7%
CR-708 (Bridge Rd)	CR-711	I-95	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,899	246	C	8.0%
CR-708 (Bridge Rd)	I-95	Powerline Ave	Transitional 2-Ln Uninter /Undivided Flow	1200	9,172	540	C	4.9%
CR-708 (Bridge Rd)	Powerline Ave	SR-5	Class I: 2-Ln Undivided	880	10,577	588	C	4.2%
CR-708 (Bridge Rd)	SR-5	CR-A1A	2-Ln Undivided Non-State	675	9,373	570	D	0.7%
CR-708 (Bridge Rd)	CR-A1A	Gomez Ave	2-Ln Undivided Non-State	675	8,053	419	D	0.5%
CR-708 (Bridge Rd)	Gomez Ave	CR-707	Class II: 2-Ln Undivided	750	4,739	319	C	1.2%
CR-711 (Pratt Whitney Rd)	Palm Beach County	CR-708	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,278	294	C	5.5%
CR-711 (Pratt Whitney Rd)	CR-708	South Fork High School	Class I: Transitional 2-Ln Undivided	800	4,582	314	C	2.2%
CR-711 (Pratt Whitney Rd)	South Fork High School	SR-76	Class I: Transitional 2-Ln Undivided	800	6,071	290	C	4.9%
CR-713 (High Meadow Ave)	I-95	CR-714	2-Ln Uninter /Undivided Flow	1190	13,157	1,008	D	1.1%
CR-713 (High Meadow Ave)	CR-714	SR-714	Class I: 2-Ln Undivided	880	10,885	634	C	4.2%
CR-713 (High Meadow Ave)	SR-714	Murphy Rd	2-Ln Uninter /Undivided Flow	1190	12,431	577	C	2.8%
CR-714 (Martin Hwy)	SR-710	Fox Brown Rd	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,413	202	A/B	7.9%
CR-714 (Martin Hwy)	Fox Brown Rd	CR-609	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,679	194	A/B	7.4%
CR-714 (Martin Hwy)	CR-609	I-95	Uninterrupted Rural Hwy: 2-Ln Undivided	740	5,747	261	C	6.2%
CR-714 (Martin Hwy)	Florida's Turnpike	CR-713	Class I: 4-Ln Divided	2000	20,783	1,504	C	0.5%
CR-714 (Martin Hwy)	CR-713	Mapp Rd	Class I: 4-Ln Divided	2000	22,656	1,223	C	5.6%

Segments with shaded LOS require additional analysis.
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Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	Class I: 4-Ln Divided	2000	23,957	1,622	C	6.1%
CR-723 (Savanna Rd)	CR-707	NE 24th St	Class I: 2-Ln Undivided	880	9,135	384	C	0.5%
CR-723 (Savanna Rd)	NE 24th St	CR-707A (Jensen Beach Blvd.)	Class I: 2-Ln Undivided	880	9,631	471	C	1.0%
CR-726 (Citrus Blvd)	SR-710	Greenridge Ln	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,783	126	A/B	0.5%
CR-726 (Citrus Blvd)	Greenridge Ln	CR-76A	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,488	137	A/B	0.5%
CR-76A (Citrus Blvd.)	CR-726	SR-714	Transitional 2-Ln Uninter /Undivided Flow	1200	4,269	283	A/B	8.0%
CR-76A (SW 96th St)	CR-726	Pennsylvania Ave	Transitional 2-Ln Uninter /Undivided Flow	1200	3,845	195	A/B	8.0%
CR-76A (SW 96th St)	Pennsylvania Ave	SR-76	Class I: Transitional 2-Ln Undivided	800	8,086	492	C	2.5%
CR-A1A (Dixie Hwy)	SR-5	CR-708	Class II: 2-Ln Undivided	750	3,416	192	C	4.7%
CR-A1A (Dixie Hwy)	CR-708	Osprey St	Class I: 2-Ln Undivided	880	7,552	477	C	3.7%
CR-A1A (Dixie Hwy)	Osprey St	Heritage Blvd	2-Ln Uninter /Undivided Flow	1190	6,595	393	A/B	3.1%
CR-A1A (Dixie Hwy)	Heritage Blvd	Cove Rd	2-Ln Uninter /Undivided Flow	1190	7,147	346	A/B	2.9%
CR-A1A (Dixie Hwy)	Cove Rd	Salerno Rd	Class II: 2-Ln Divided	790	12,131	617	D	3.1%
CR-A1A (Dixie Hwy)	Salerno Rd	St. Lucie Blvd	Class II: 2-Ln Undivided	750	17,261	835	F	3.3%
CR-A1A (Dixie Hwy)	St Lucie Blvd	Jefferson St	Class II: 2-Ln Undivided	750	14,108	748	D	2.9%
CR-A1A (Dixie Hwy)	Jefferson St	Indian St	Class II: 4-Ln Divided	1630	18,389	848	D	2.2%
CR-A1A (Dixie Hwy)	Indian St	SR-714	Class I: 4-Ln Divided	2000	17,161	824	C	3.1%
CR-A1A (Dixie Hwy)	SR-714	SE Fifth St	2-Ln Undivided Non-State	675	6,710	346	D	1.6%
Farm Rd	Dr Martin Luther King Jr Dr	Palm Wy	Class II: 2-Ln Undivided	750	2,817	124	C	3.2%
Fox Brown Rd	SR-710	CR-714	Uninterrupted Rural Hwy: 2-Ln Undivided	740	347	16	A/B	0.0%
Goldenrod Rd	Britt Rd	SR-732	Class II: 4-Ln Divided	1630	4,810	278	A/B	0.5%

Segments with shaded LOS require additional analysis.
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Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Goldenrod Rd	SR-732	SR-5	Class II: 2-Ln Undivided	750	6,877	402	D	1.9%
Goldenrod Rd	SR-5	Westmoreland Blvd	Class II: 2-Ln Undivided	750	4,635	295	C	3.0%
Gomez Ave	CR-708	Crossrip St	Class II: 2-Ln Undivided	750	3,732	199	C	1.4%
Gomez Ave	Crossrip St	Osprey St	Class II: 2-Ln Undivided	750	1,065	61	C	0.5%
Green River Parkway	Dixie Hwy	Baker Rd	Class II: 2-Ln Undivided	750	6,833	351	C	3.1%
Green River Parkway	Baker Rd	SR-732	Class I: 2-Ln Undivided	880	8,341	596	C	4.3%
Green River Parkway	SR-732	St. Lucie County	2-Ln Uninter /Undivided Flow	1190	8,667	576	C	1.8%
Horseshoe Point Rd	CR-A1A	Kubin Ave	2-Ln Undivided Non-State	675	5,647	285	C	0.5%
Indian St	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	29,306	1,729	C	4.7%
Indian St	Willoughby Blvd	SR-5	Class I: 4-Ln Divided	2000	27,852	1,236	C	2.8%
Indian St	SR-5	Commerce Ave	Class I: 4-Ln Divided	2000	22,368	995	C	0.5%
Indian St	Commerce Ave	CR-A1A	Class I: 4-Ln Divided	2000	25,515	1,199	C	2.5%
Indian St	CR-A1A	St Lucie Blvd	2-Ln Undivided Non-State	675	7,051	346	D	1.1%
Indian River Dr	Palmer St	CR-707	Class II: 2-Ln Undivided	750	7,509	374	D	3.7%
Island Way	Palm Beach County	Jupiter Road	Transitional 2-Ln Uninter /Undivided Flow	1200	4,493	302	A/B	3.4%
Island Way	Jupiter Road	Country Club Dr	Class II: 2-Ln Undivided	750	4,855	213	C	0.5%
Jack James Rd	SR-76	Blue Water Wy	Class II: 2-Ln Undivided	750	3,132	294	C	0.5%
Lares St	CR-708	CR-A1A	2-Ln Undivided Non-State	675	3,349	235	C	0.6%
Little Club Wy	Country Club Dr	Wooden Bridge Wy	2-Ln Undivided Non-State	675	2,273	103	C	0.5%
Locks Rd	Canal St	SR-76	2-Ln Undivided Non-State	675	3,667	232	C	2.0%
MacArthur Blvd	Saifish Point	SR-A1A	2-Ln Undivided Non-State	675	5,989	368	D	6.8%

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Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Mapp Rd	South End	CR-714	Class II: 2-Ln Undivided	750	5,236	249	C	0.5%
Mapp Rd	CR-714	SR-714	Class II: 2-Ln Undivided	750	11,668	557	D	0.5%
Mapp Rd	SR-714	Matheson Ave	Class II: 2-Ln Undivided	750	5,278	301	C	0.5%
Mapp Rd	Matheson Ave	North End	Class II: 2-Ln Undivided	750	7,320	314	C	0.7%
Market Pl	SR-5	Commerce Ave	Class II: 2-Ln Divided	790	4,589	254	C	0.6%
Matheson Ave	SR-714	Mapp Rd	Class II: 2-Ln Undivided	750	5,845	324	C	0.5%
Monroe St	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	1,874	161	C	3.0%
Murphy Rd	Mapp Rd	High Meadow Ave	Class II: 2-Ln Undivided	750	6,712	375	D	4.5%
Murphy Rd	High Meadow Ave	St Lucie County	Class II: 2-Ln Undivided	750	9,721	908	F	3.3%
Ocean Blvd	Flagler Ave	Palm Beach Rd	Class II: 2-Ln Divided	790	10,107	565	D	0.5%
Ocean Blvd	Palm Beach Rd	SR-714	4-Ln Divided Non-State	1465	12,415	652	C	0.5%
Osprey St	SR-5	CR-A1A	Class II: 2-Ln Undivided	750	5,203	216	C	2.3%
Osprey St	CR-A1A	Gomez Ave	Class II: 2-Ln Undivided	750	1,926	118	C	0.5%
Palm Beach Rd	SR-714	Ocean Blvd	2-Ln Divided Non-State	710	8,894	426	D	0.5%
Palm City Rd	SR-714	SR-5	Class II: 2-Ln Undivided	750	7,832	419	D	3.8%
Palmer St	CR-707	Indian River Dr	Class II: 2-Ln Undivided	750	3,111	213	C	3.8%
Pineapple Wy	CR-707A(Jensen Beach Blvd.)	SR-732	Class II: 2-Ln Undivided	750	11,820	614	D	3.9%
Pomeroy St	SR-76	Willoughby Blvd	Class II: 2-Ln Divided	790	8,781	479	D	0.5%
Pomeroy St	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	8,687	466	D	2.3%
Salerno Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	7,831	429	C	1.5%
Salerno Rd	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	9,509	524	D	1.1%

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Salerno Rd	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	9,794	440	D	8.0%
Salerno Rd	Commerce Ave	CR-A1A	Class II: 2-Ln Undivided	750	7,955	346	C	0.5%
Seabbranch Blvd	Doubletree Dr	SR-5	Class I: 4-Ln Divided	2000	6,693	335	C	0.5%
Sewalls Pt Rd	SR-A1A	Palmer St	2-Ln Undivided Non-State	675	9,496	470	D	3.0%
Skyline Dr	CR-707A	CR-707	2-Ln Undivided Non-State	675	1,634	84	C	0.5%
SR-5 (US-1)	Palm Beach County	CR-A1A	Transitional 4-Ln Uninter /Divided Flow	3110	20,848	1,062	A/B	1.9%
SR-5 (US-1)	CR-A1A	CR-708	Class I: 4-Ln Divided	2000	17,201	1,001	C	3.1%
SR-5 (US-1)	CR-708	Osprey St	Class I: 4-Ln Divided	2000	24,807	1,670	C	2.2%
SR-5 (US-1)	Osprey St	Seabbranch Blvd	Class I: 4-Ln Divided	2000	23,579	1,046	C	0.6%
SR-5 (US-1)	Seabbranch Blvd	Cove Rd	Class I: 6-Ln Divided	3020	30,507	1,426	C	0.5%
SR-5 (US-1)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	32,412	1,433	C	0.5%
SR-5 (US-1)	Salerno Rd	Monroe St	Class I: 6-Ln Divided	3020	40,491	1,673	C	0.5%
SR-5 (US-1)	Monroe St	Indian St	Class I: 6-Ln Divided	3020	37,491	1,859	C	0.5%
SR-5 (US-1)	Indian St	SR-714	Class I: 6-Ln Divided	3020	45,498	2,267	C	0.5%
SR-5 (US-1)	SR-714	SR-5A	Class I: 6-Ln Divided	3020	37,271	1,822	C	0.5%
SR-5 (US-1)	SR-5A(Cut-off Rd)	SR-76	Class I: 6-Ln Divided	3020	32,616	1,625	C	0.5%
SR-5 (US-1)	SR-76	Palm City Rd	Class II: 6-Ln Divided	2520	47,483	1,986	D	0.5%
SR-5 (US-1)	Palm City Rd	Joan Jefferson Wy	Class II: 6-Ln Divided	2520	54,897	2,473	D	0.5%
SR-5 (US-1)	Joan Jefferson Wy	Wright Blvd	Class I: 6-Ln Divided	3020	59,873	2,874	C	0.5%
SR-5 (US-1)	Wright Blvd	Baker Rd	Class I: 6-Ln Divided	3020	52,644	2,491	C	0.5%
SR-5 (US-1)	Baker Rd	Britt Rd	Class I: 6-Ln Divided	3020	51,826	2,481	C	0.5%

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SR-5 (US-1)	Britt Rd	SR-732	Class I: 7-Ln Divided	3530	55,878	2,898	C	0.8%
SR-5 (US-1)	SR-732	Westmoreland Blvd	Class I: 8-Ln Divided	4040	64,147	3,522	C	0.5%
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	Class I: 8-Ln Divided	4040	60,343	2,721	C	0.5%
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	Uninterrupted Rural Hwy: 2-Ln Undivided	670	6,348	257	C	4.8%
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	2-Ln Uninter /Undivided Flow	840	7,419	310	A/B	3.0%
SR-710 (Warfield Blvd)	CR-609 (Allapattah)	Van Buren	Class I: 2-Ln Undivided	870	12,335	694	C	4.0%
SR-710 (Warfield Blvd)	Van Buren	CR-726 (Citrus)	Class II: 4-Ln Divided	1710	12,335	694	A/B	4.0%
SR-710 (Warfield Blvd)	CR-726	SR-76 (Kanner)	Transitional 4-Ln Uninter /Divided Flow	2450	11,001	431	A/B	3.4%
SR-710 (Warfield Blvd)	SR-76	Palm Beach County	Transitional 4-Ln Uninter /Divided Flow	2450	6,959	258	A/B	1.4%
SR-714 (Martin Hwy)	I-95	CR-76A (Citrus)	Transitional 2-Ln Uninter /Undivided Flow	1200	13,786	735	C	5.1%
SR-714 (Martin Hwy)	CR-76A (Citrus)	Florida's Turnpike	Class I: 4-Ln Divided	2000	21,291	1,136	C	4.9%
SR-714 (Martin Downs Blvd)	Florida's Turnpike	CR-713	Class I: 4-Ln Divided	2000	20,695	1,038	C	1.7%
SR-714 (Martin Downs Blvd)	CR-713	Matheson Ave	Class I: 4-Ln Divided	2000	27,291	1,267	C	0.5%
SR-714 (Martin Downs Blvd)	Matheson Ave	Mapp Rd	Class I: 4-Ln Divided	2000	32,789	1,738	C	0.5%
SR-714 (Palm City Bridge)	Mapp Rd	SR-76	Class I: 4-Ln Divided	2000	34,751	1,989	D	0.5%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	22,465	1,274	C	0.5%
SR-714 (Monterey Rd)	Willoughby Blvd	Monterey Extension	Class I: 4-Ln Divided	2000	24,716	1,186	C	0.6%
SR-714 (Monterey Rd)	Monterey Extension	SR-5	Class I: 4-Ln Divided	2000	18,136	926	C	0.8%
SR-714 (Monterey Rd)	SR-5	CR-A1A	Class II: 4-Ln Divided	1630	21,333	1,099	D	0.5%
SR-714 (Monterey Rd)	CR-A1A	SR-A1A	Class I: 4-Ln Divided	1910	19,430	1,031	C	1.1%
SR-732 (Causeway Blvd)	CR-707	SR-A1A	2-Ln Uninter /Undivided Flow	1190	12,645	786	C	0.5%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB) and Murphy Rd (PM/NB).

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
SR-732 (Jensen Beach Blvd)	SR-5	Green River Pkwy	Class I: 4-Ln Divided	2000	25,949	1,349	C	0.5%
SR-732 (Jensen Beach Blvd)	Green River Pkwy	CR-723	Class I: 4-Ln Divided	2000	23,804	1,154	C	0.5%
SR-76 (Kanner Hwy)	SR-15	SR-710	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,134	111	A/B	6.1%
SR-76 (Kanner Hwy)	SR-710	CR-708	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,412	151	A/B	0.9%
SR-76 (Kanner Hwy)	CR-708	CR-711/CR-76A	Transitional 2-Ln Uninter /Undivided Flow	1200	2,889	168	A/B	0.5%
SR-76 (Kanner Hwy)	CR-711/CR76A	Locks Rd	Class I: 4-Ln Divided	2000	13,401	831	C	1.7%
SR-76 (Kanner Hwy)	Locks Rd	Jack James	Class I: 4-Ln Divided	2000	19,231	920	C	0.5%
SR-76 (Kanner Hwy)	Jack James	Cove Rd	Class I: 6-Ln Divided	3020	43,880	2,372	C	0.6%
SR-76 (Kanner Hwy)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	34,493	1,495	C	1.0%
SR-76 (Kanner Hwy)	Salerno Rd	Indian St	Class I: 6-Ln Divided	3020	30,912	1,293	C	2.6%
SR-76 (Kanner Hwy)	Indian St	SR-714	Class I: 6-Ln Divided	3020	21,116	993	C	0.5%
SR-76 (Kanner Hwy)	SR-714	SR-5	Class I: 6-Ln Divided	3020	25,158	1,006	C	0.5%
SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	Class II: 4-Ln Divided	1630	19,437	1,081	D	0.6%
SR-A1A (Ocean Blvd)	St Lucie Blvd	Sewalls Point Rd	Class I: 4-Ln Divided	2000	23,060	1,127	C	1.0%
SR-A1A (Ocean Blvd)	Sewalls Point Rd	Macarthur Blvd	Class I: 2-Ln Divided	925	13,597	845	C	0.5%
SR-A1A (Ocean Blvd)	MacArthur Blvd	SR-732	2-Ln Uninter /Undivided Flow	1190	8,532	407	A/B	3.1%
SR-A1A (Ocean Blvd)	SR-732	St Lucie County	2-Ln Uninter /Undivided Flow	1190	14,752	870	D	1.8%
St Lucie Blvd	CR-A1A	Indian St	2-Ln Undivided Non-State	675	3,305	172	C	0.5%
St Lucie Blvd	Indian St	SR-A1A	2-Ln Undivided Non-State	675	7,524	429	D	3.3%
Westmoreland Blvd	St Lucie County	SR-5	Class II: 2-Ln Divided	790	12,271	601	D	1.0%
Willoughby Blvd	Cove Rd	Salerno Rd	Class I: 2-Ln Undivided	880	4,332	214	C	8.0%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB) and Murphy Rd (PM/NB).

Martin County 2019 Roadway Level of Service Inventory Report

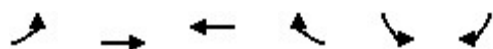
Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Willoughby Blvd	Salerno Rd	Pomeroy St	Class I: 2-Ln Undivided	880	9,007	544	C	5.4%
Willoughby Blvd	Pomeroy St	Indian St	Class I: 4-Ln Divided	2000	11,709	597	C	8.0%
Willoughby Blvd	Indian St	SR-714	Class I: 4-Ln Divided	2000	11,100	666	C	3.7%
Wright Blvd	SR-5	Dixie Highway	Class II: 2-Ln Undivided	750	10,460	555	D	4.3%

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Appendix C

Lanes, Volumes, Timings
1: SE Indian St & Driveway

NO BUILD 2024-AM
07/20/2021

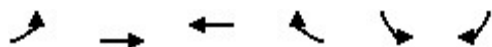


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Volume (vph)	0	1409	849	0	0	0
Future Volume (vph)	0	1409	849	0	0	0
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt						
Flt Protected						
Satd. Flow (prot)	0	3421	3421	0	0	1863
Flt Permitted						
Satd. Flow (perm)	0	3421	3421	0	0	1863
Adj. Flow (vph)	0	1532	923	0	0	0
Lane Group Flow (vph)	0	1532	923	0	0	0
Sign Control		Free	Free		Stop	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 42.3%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Traffic Vol, veh/h	0	1409	849	0	0	0
Future Vol, veh/h	0	1409	849	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1532	923	0	0	0
Major/Minor	Major1	Major2	Minor2			
Conflicting Flow All	-	0	-	0	-	462
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	547
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	547
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s)	-	-	-	0		
HCM Lane LOS	-	-	-	A		
HCM 95th %tile Q(veh)	-	-	-	-		

Lanes, Volumes, Timings
1: SE Indian St & Driveway

NO BUILD 2024-PM
07/20/2021

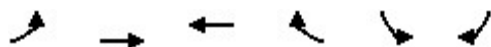


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Volume (vph)	0	849	1409	0	0	0
Future Volume (vph)	0	849	1409	0	0	0
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt						
Flt Protected						
Satd. Flow (prot)	0	3421	3421	0	0	1863
Flt Permitted						
Satd. Flow (perm)	0	3421	3421	0	0	1863
Adj. Flow (vph)	0	923	1532	0	0	0
Lane Group Flow (vph)	0	923	1532	0	0	0
Sign Control		Free	Free		Stop	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 42.3%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Vol, veh/h	0	849	1409	0	0	0
Future Vol, veh/h	0	849	1409	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	923	1532	0	0	0
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	766
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	345
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	345
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	-		
HCM Lane V/C Ratio	-	-	-	-		
HCM Control Delay (s)	-	-	-	0		
HCM Lane LOS	-	-	-	A		
HCM 95th %tile Q(veh)	-	-	-	-		

Lanes, Volumes, Timings
1: SE Indian St & Driveway

BUILD 2024-AM
07/20/2021



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Traffic Volume (vph)	0	1414	849	38	0	11
Future Volume (vph)	0	1414	849	38	0	11
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.994			0.865
Flt Protected						
Satd. Flow (prot)	0	3421	3401	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3421	3401	0	0	1611
Adj. Flow (vph)	0	1537	923	41	0	12
Lane Group Flow (vph)	0	1537	964	0	0	12
Sign Control		Free	Free		Stop	

Intersection Summary

Control Type: Unsignalized

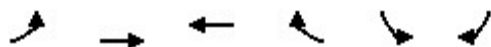
Intersection Capacity Utilization 42.4% ICU Level of Service A

Analysis Period (min) 15

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Vol, veh/h	0	1414	849	38	0	11
Future Vol, veh/h	0	1414	849	38	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1537	923	41	0	12
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	482
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	530
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	530
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		11.9		
HCM LOS	B					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	530		
HCM Lane V/C Ratio	-	-	-	0.023		
HCM Control Delay (s)	-	-	-	11.9		
HCM Lane LOS	-	-	-	B		
HCM 95th %tile Q(veh)	-	-	-	0.1		

Lanes, Volumes, Timings
1: SE Indian St & Driveway

BUILD 2024-PM
07/20/2021



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Traffic Volume (vph)	0	868	1409	13	0	38
Future Volume (vph)	0	868	1409	13	0	38
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.999			0.865
Flt Protected						
Satd. Flow (prot)	0	3421	3418	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3421	3418	0	0	1611
Adj. Flow (vph)	0	943	1532	14	0	41
Lane Group Flow (vph)	0	943	1546	0	0	41
Sign Control		Free	Free		Stop	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 49.4%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Vol, veh/h	0	868	1409	13	0	38
Future Vol, veh/h	0	868	1409	13	0	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	943	1532	14	0	41
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	773
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	342
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	342
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		17		
HCM LOS				C		
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	342		
HCM Lane V/C Ratio	-	-	-	0.121		
HCM Control Delay (s)	-	-	-	17		
HCM Lane LOS	-	-	-	C		
HCM 95th %tile Q(veh)	-	-	-	0.4		



**CITY OF STUART, FLORIDA
DEVELOPMENT DEPARTMENT
PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION**

Reviewed By: _____

Application must be legible with all relevant fields completed.

Pre-App Conference Date: On-File	Application Date: May 7, 2021
Project Name: Bee Safe Storage and Wine Cellar CPUD	
Parcel ID# 38-38-41-002-039-00010-8	Project Address: 1053 SE Indian St, Stuart, FL
Zoning/CRA Sub-district: CPUD	
Subdivision: Not applicable	Lot(s): Not applicable
Fees: Major PUD Amendment - \$3,072.00; Minor PUD Amendment: \$2,048.00; PUD Agreement Amendment (text change only): \$1,024.00 <i>(this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)</i>	
A Major Planned Unit Development Amendment is one which shall include any one of the following; ➤ A change of two (2) percent or more in the area of any land use designations shown on the site plan; ➤ Any change in the list of proposed uses; ➤ An increase in residential density of five (5) percent or more; ➤ An increase in nonresidential Building square footage of ten (10) percent or more; ➤ A change in the boundary of the PUD district; ➤ A change in the site plan or approval regarding any area(s) set aside and designated for future development; ➤ Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood; ➤ An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review. <i>(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)</i>	
Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) <i>(The data requirements for a site plan and a concept plan are available at the Development Department)</i>	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.	
Justification: Written justification supporting the application and demonstrating how the application remains: (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and (b) complies with the relevant development standards of the City of Stuart Land Development Code.	

(over)

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Michael Novik
Title: _
Company: _
Company Address: 14900 Telegraph Road

City/State/Zip Code: Redford, MI 48239
Telephone Number: _
Facsimile Number: _
Email Address (optional): _

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Doug Fitzwater
Title: Landscape Architect
Company: Lucido & Associates
Company Address: 701 SE Ocean Boulevard

City/State/Zip Code: Stuart, FL 34994
Telephone Number: 772-220-2100
Facsimile Number: _
Email Address (optional): dfitzwater@lucidodesign.com

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

Name: Lance Appelberg
Title: Vice President
Company: Bee Safe Storage and Wine Cellar
Company Address: 201 North Elm Street

City/State/Zip Code: Greensboro/NC/27401
Telephone Number: 336-471-8487
Facsimile Number:
Email Address (optional): lappelberg@cipconst.com

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

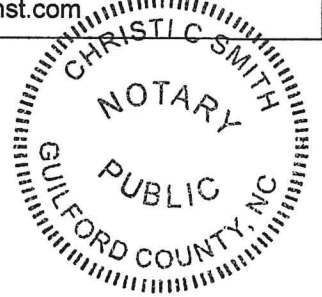
4. Signed this 3 day of May, 2021.

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

NC Guilford
 State of ~~Florida~~, Martin County The foregoing instrument was acknowledged before me on this 3 day of May 2021

_____ by Lance Appelberg who is personally known to me, or who has produced
personally known to me as identification and who did/did not take an oath.

Christi Curlee Smith
 Notary Signature Christi Curlee Smith

Commission expires: 4/10/2023

*Michael Novik Trust Dated June 1, 1992 as Amended
14900 Telegraph Road
Redford, MI 48239*

May 11, 2021

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994

Re: Bee Safe Storage CPUD
PCN: 38-38-41-002-039-00010-8

To Whom It May Concern:

As owner of the property referenced above, please consider this correspondence formal authorization for Lucido & Associates to represent **Michael Novik** during the governmental review process of the applications.

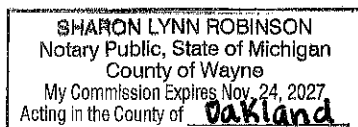
Sincerely,



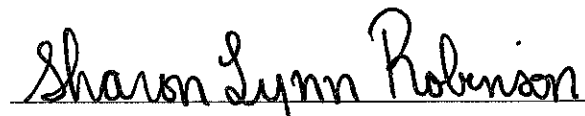
Steven Epstein, Successor Trustee of the Michael Novik Trust Dated
June 1, 1992 as amended.

STATE OF MI
COUNTY OF Oakland

The foregoing was acknowledged before me this 11th day of May, 2021,
by Steven Epstein, Successor Trustee of the Michael Novik Trust Dated June 1, 1992 as amended.
He [] is personally known to me or [] has produced _____ as
identification.



(Notarial Seal)


NOTARY PUBLIC
My Commission Expires:



**CITY OF STUART, FLORIDA
DEVELOPMENT DEPARTMENT
PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION**

Reviewed By: _____

Application must be legible with all relevant fields completed.

Pre-App Conference Date: On-File	Application Date: May 7, 2021
Project Name: Bee Safe Storage and Wine Cellar CPUD	
Parcel ID# 38-38-41-002-039-00010-8	Project Address: 1053 SE Indian St, Stuart, FL
Zoning/CRA Sub-district: CPUD	
Subdivision: Not applicable	Lot(s): Not applicable
Fees: Major PUD Amendment - \$3,072.00; Minor PUD Amendment: \$2,048.00; PUD Agreement Amendment (text change only): \$1,024.00 <i>(this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)</i>	
A Major Planned Unit Development Amendment is one which shall include any one of the following; ➤ A change of two (2) percent or more in the area of any land use designations shown on the site plan; ➤ Any change in the list of proposed uses; ➤ An increase in residential density of five (5) percent or more; ➤ An increase in nonresidential Building square footage of ten (10) percent or more; ➤ A change in the boundary of the PUD district; ➤ A change in the site plan or approval regarding any area(s) set aside and designated for future development; ➤ Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood; ➤ An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review. <i>(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)</i>	
Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) <i>(The data requirements for a site plan and a concept plan are available at the Development Department)</i>	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.	
Justification: Written justification supporting the application and demonstrating how the application remains: (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and (b) complies with the relevant development standards of the City of Stuart Land Development Code.	
(over)	

General Information
(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Michael Novik Trust Dated June 1, 1992 as Amended.
Title: Steven Epstein Successor Trustee-
Company: _
Company Address: 14900 Telegraph Road

City/State/Zip Code: Redford, MI 48239
Telephone Number: 248-557-7466
Facsimile Number: _
Email Address (optional): _

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Doug Fitzwater
Title: Landscape Architect
Company: Lucido & Associates
Company Address: 701 SE Ocean Boulevard

City/State/Zip Code: Stuart, FL 34994
Telephone Number: 772-220-2100
Facsimile Number: _
Email Address (optional): dfitzwater@lucidodesign.com

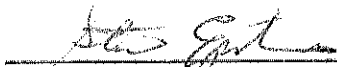
3. The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will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

Name: Lance Appleberg
Title:
Company:
Company Address:

City/State/Zip Code:
Telephone Number:
Facsimile Number:
Email Address (optional): lappelberg@cipconst.com

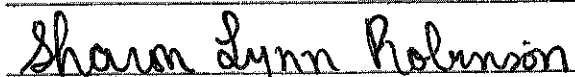
I hereby certify that all information contained herein is true and correct.

4. Signed this 11 day of MAY, 2021.


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

MICHIGAN
State of ~~Florida~~, Martin County The foregoing instrument was acknowledged before me on this 11 day of

_____ by _____ who is personally known to me, or who has produced
_____ as Identification and who did/did not take an oath.


Notary Signature

Commission expires:

SHARON LYNN ROBINSON Notary Public, State of Michigan County of Wayne My Commission Expires Nov. 24, 2027 Acting in the County of <u>Oakland</u>
--

RECORDED & VERIFIED
BY *RO*
D.C.

98 MAY 29 PM 2:16

MARSHA STILLER
CLERK OF CIRCUIT COURT
HARTIN CO. FL

01300258



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1578 - 97

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING FOR THE VOLUNTARY ANNEXATION BY THE CITY OF STUART OF ANNEXATION PARCEL #F12 BEING GENERALLY A 6.67 ACRE PARCEL OF LAND AT THE NORTHEAST CORNER OF S.E. WILLOUGHBY BOULEVARD AND S.E. INDIAN STREET IN SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, UPON THE PETITION OF THE OWNER THEREOF; DECLARING THAT THE VOLUNTARY PETITION FOR ANNEXATION FILED PURSUANT TO FLORIDA STATUTES 171.044 BEARS THE SIGNATURE OF THE OWNER OF THE PROPERTY TO BE ANNEXED AND THAT SUCH APPLICATION COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 171, FLORIDA STATUTES; PROVIDING A CONFLICTS CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission of the City of Stuart, Florida has received a petition from the owner of the real property hereinafter described, that said real property be annexed into the City of Stuart, Florida pursuant to the provisions of s. 171.044, Florida Statutes; and

WHEREAS, it is the opinion of the City Commission that it is in the best interest of the City that said real property be annexed into the City.

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

SECTION 1: The real property described in "Exhibit A," attached hereto and made a part hereof by reference, being the real property for which the voluntary annexation petition was filed for annexation pursuant to s. 171.044, Florida Statutes, be and the same is hereby annexed into the City of Stuart, Florida. A map depicting the real property annexed hereby is attached hereto and incorporated herein by reference as "Exhibit B."

SECTION 2: The City Commission hereby finds that the written petition for voluntary annexation filed with the City bears the signature of all owner of the real property to be annexed into the City of Stuart, Florida and that all requirements of Chapter 171, Florida Statutes regarding such annexation have been met.

SECTION 3: The City Clerk shall:

1. within seven (7) days after the adoption of this ordinance, file a copy of this ordinance with the Clerk of the Circuit Court in and for Martin County, Florida and with the County Administrator of Martin County, Florida; and

2. within thirty (30) days of the adoption of this this ordinance, cause the "Boundary Article" of the City Charter of the City of Stuart, Florida, being "Appendix A" to said City Charter, to be revised in accordance with the aforesaid annexation, and to cause a copy of such revision to be filed with the State of Florida Department of State.

SECTION 4: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION 5: If any provision of this ordinance or the application thereof to any person or circumstances is held to be

invalid, the invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: This ordinance shall take effect immediately upon its passage at second reading.

PASSED on first reading this 8th day of December, 1997.

ADOPTED on second reading this 26 day of May, 1998.

ATTEST

STATE OF FLORIDA
COUNTY OF DADE
CITY OF MIAMI
CLERK

APPROVED AS TO CORRECTNESS
AND TO FORM.

CARL V.M. COFFIN
CITY ATTORNEY

JEFFREY A. KRAUSKOPF
MAYOR

LEGAL DESCRIPTION: MADYDA - F12

The West 35.00 feet of the South 35.00 feet of Tract 39, the South 95.00 feet of Tract 40 and [REDACTED] PORT SEWALL, according to the Official Map of SEWALL'S POINT LAND COMPANY'S Plat filed November 18, 1913, recorded in Plat Book 3, Page 7, Palm Beach (now Martin) County, Florida Public Records.

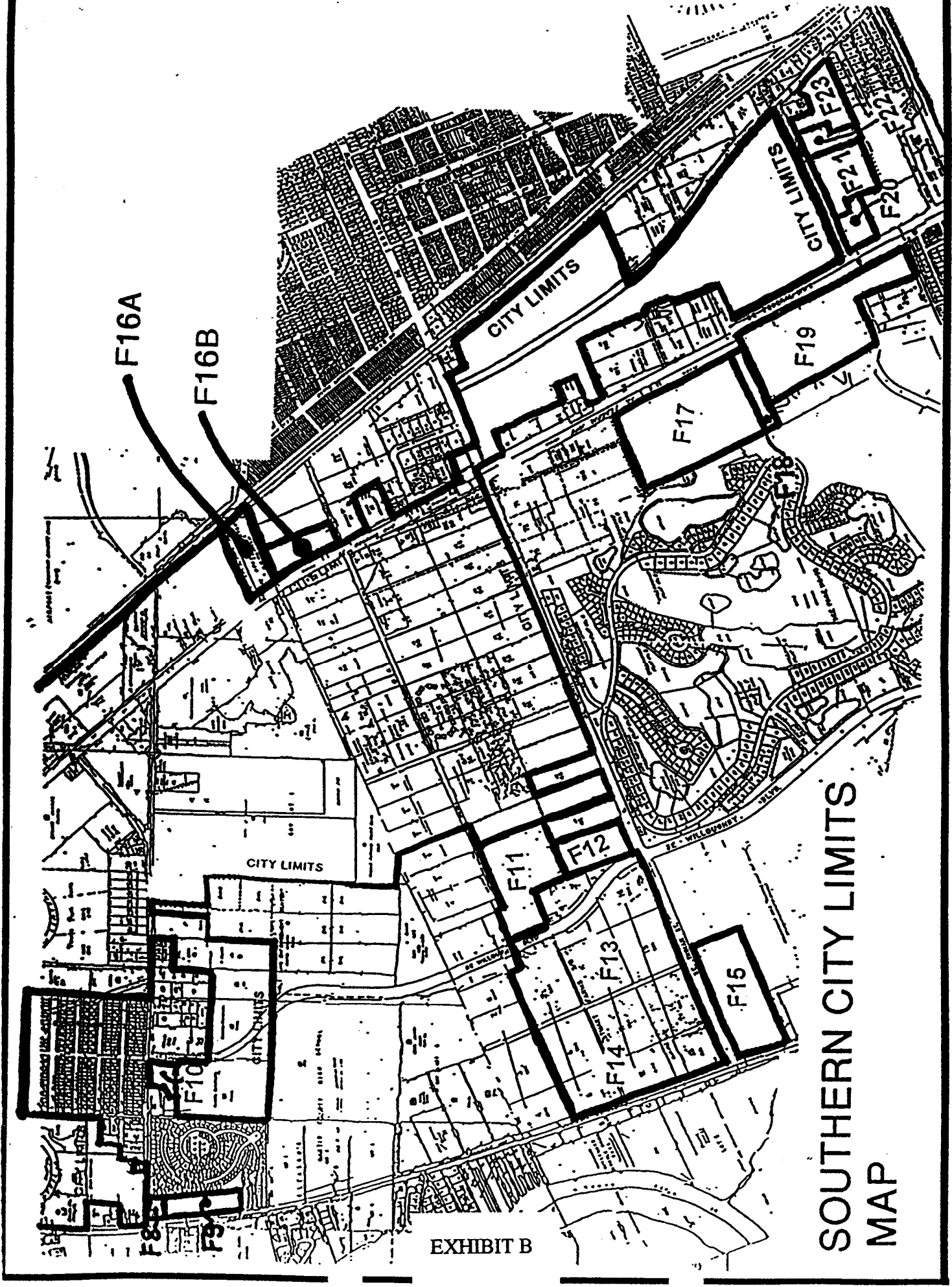


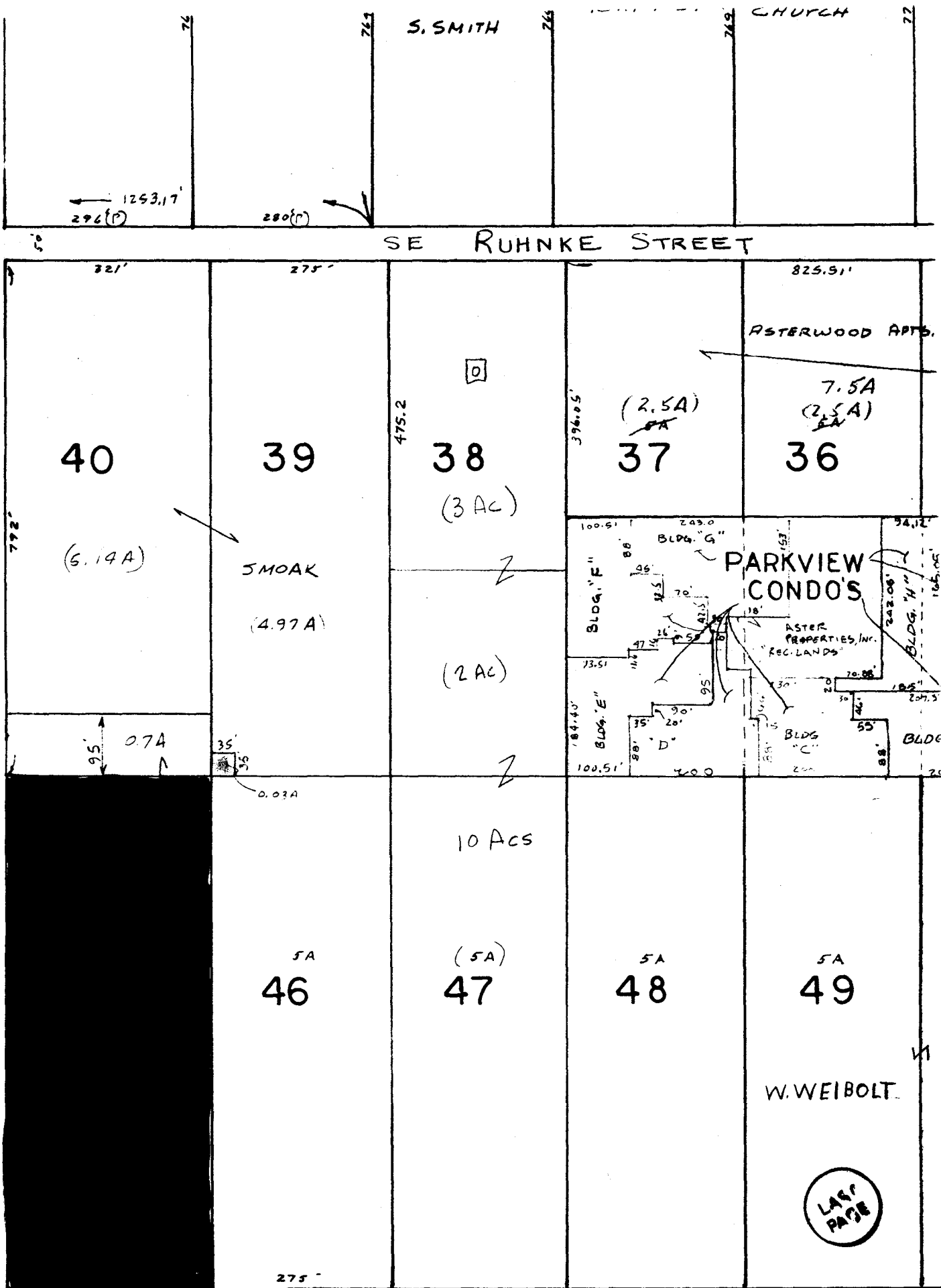
EXHIBIT B

SOUTHERN CITY LIMITS
MAP

This map has been compiled from the most authentic information available and neither Martin County nor the Office of the Tax Assessor assumes responsibility for errors or omissions contained hereon.

PAGE HG-II

MART



City of Stuart

Sailfish Capital of the World



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1579 - 97

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING A LAND USE DESIGNATION OF "COMMERCIAL" ON THE CITY FUTURE LAND USE MAP OF THE CITY COMPREHENSIVE PLAN FOR ANNEXATION PARCEL #F12 BEING GENERALLY A 6.67 ACRE PARCEL OF LAND AT THE NORTHEAST CORNER OF S.E. WILLOUGHBY BOULEVARD AND S.E. INDIAN STREET IN SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; PROVIDING A CONFLICTS CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida annexed the real property described in "Exhibit A" attached hereto and made a part hereof by reference; and

WHEREAS, the City is authorized by law to provide a land use designation to be indicated on the Future Land Use Map being a part of the Future Land Use Element of the City of Stuart Comprehensive Plan; and

WHEREAS, the intended use of the property is consistent with land use designation set forth below as contained in the City Comprehensive Plan.

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

01325489
MARSHA STILLER
CLERK OF CIRCUIT COURT
MARTIN CO., FL

98 OCT - 8 PM 3:56
RECORDED & VERIFIED
BY D.C.

SECTION 1: The real property described in "Exhibit A" attached hereto and made a part hereof by reference is hereby designated as "Commercial" on the Future Land Use Map of the Future Land Use Element of the Comprehensive Plan of the City of Stuart, Florida. This amendment to the Future Land Use Map is consistent with all other provisions of the City Comprehensive Plan and with the Florida Growth Management Act.

SECTION 2: The Future Land Use Map of the Future Land Use Element of the Comprehensive Plan of the City of Stuart, Florida shall be amended to reflect this amendment. A map depicting the subject real property is attached hereto as "Exhibit B."

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

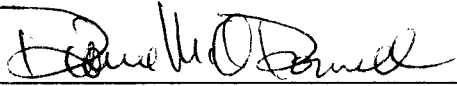
SECTION 4: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect the other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5: The effective date of this Plan amendment shall be the date a final order is issued by the Department of Community Affairs or Administration Commission finding the amendment in compliance in accordance with Section 163.3184(9) F.S.

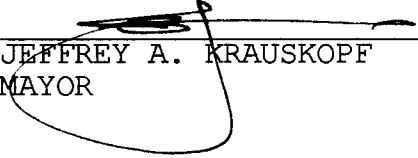
PASSED on first reading this 8th day of December, 1997.

ADOPTED on second reading this 24th day of August, 1998.

ATTEST:

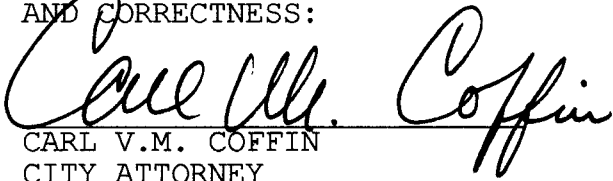


DIANNE M. O'DONNELL
CITY CLERK



JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



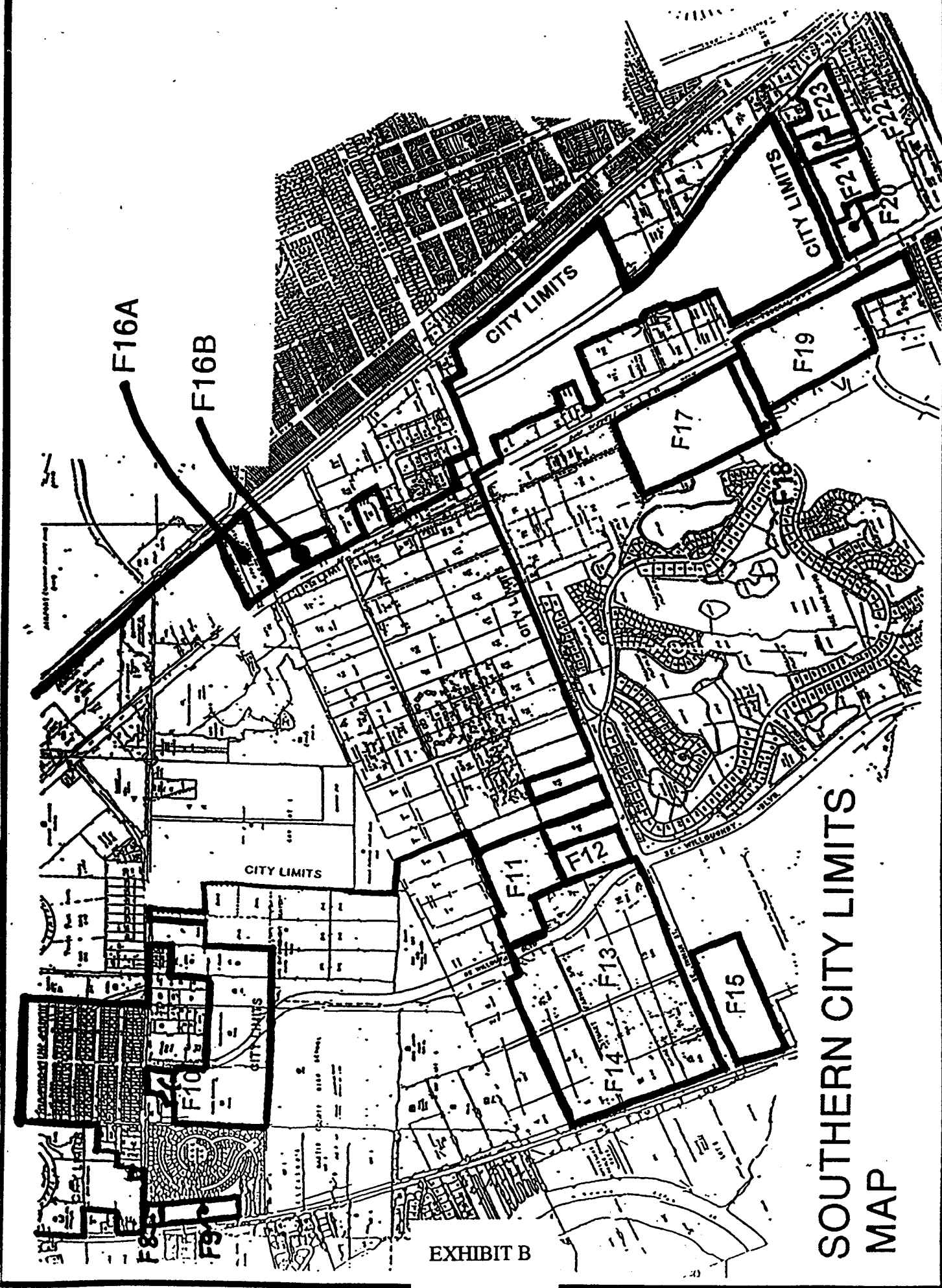
CARL V.M. COFFIN
CITY ATTORNEY

LAND USE LEGAL DESCRIPTION: MADYDA - F12

(COMMERCIAL)

The West 35.00 feet of the South 35.00 feet of Tract 39, the South 95.00 feet of Tract 40 and all of Tract 45, PORT SEWALL, according to the Official Map of SEWALL'S POINT LAND COMPANY'S Plat filed November 18, 1913, recorded in Plat Book 3, Page 7, Palm Beach (now Martin) County, Florida Public Records.

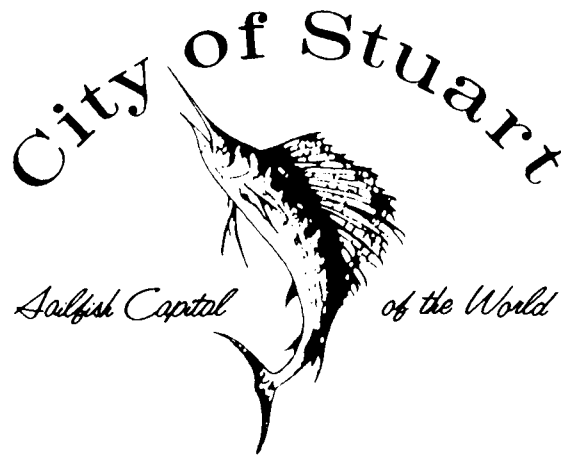
EXHIBIT "A"



SOUTHERN CITY LIMITS
MAP

EXHIBIT B

LAST
PAGE



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 1580 - 97

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO ESTABLISH THE ZONING CLASSIFICATION OF COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR ANNEXATION PARCEL #F12 BEING GENERALLY A 6.67 ACRE PARCEL OF LAND AT THE NORTHEAST CORNER OF S.E. WILLOUGHBY BOULEVARD AND S.E. INDIAN STREET IN SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; PROVIDING THAT THE ZONING MAP OF THE CITY SHALL BE AMENDED ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the real property described in "Exhibit A" attached hereto and made a part hereof by reference, hereinafter the "Property," has been annexed into the City by voluntary annexation pursuant to s. 171.044, Florida Statutes; and

WHEREAS, an application for the rezoning of the Property was properly filed by the owner of the Property; and

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

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent

MARSHA STILLER
CLERK OF CIRCUIT COURT
MARTIN CO., FL.

01325490

RECORDED & VERIFIED
BY
D.C.

98 OCT -8 PM 3:56

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."

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

SECTION 4: The Property is hereby zoned "CPUD" Commercial Planned Unit Development District. The zoning map of the City shall be amended in proper part to reflect this amendment.

SECTION 5: DEVELOPMENT DOCUMENTS. The following documents file in the office of the City Development Department, shall be deemed a part of the development regulations applicable to the Property:

1. The legal documents demonstrating unified control of the CPUD which are on file in the office of the City Development Department.
2. The proposed PUD agreement, a copy of which is attached hereto as "Exhibit C." The mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.
3. The Master Development Plan, a copy of which on file in

the office of the City Development Department.

SECTION 6: DEVELOPMENT CONDITIONS. No building permits or other development orders or approvals will be issued by the City for any portion of the development until:

- a. A rezoning ordinance, hereinafter "Rezoning Ordinance," approving the final development plan has been adopted by the City Commission as required by the Stuart Land Development Regulations (LDR).
- b. All conditions to issuance of building permits as provided in the Rezoning Ordinance are satisfied.
- c. Payment of the reimbursement of all City expenses as required by the LDR.
- d. Payment of all permit, rezoning and other fees and charges due the City as required by the LDR.

SECTION 7: DEVELOPMENT STANDARDS. Review of the final development plan prior to adoption of the Rezoning Ordinance shall be governed by the following standards:

- a. CPUD standards regarding circulation, parking, utilities, drainage, open space and all other applicable standards shall apply as described in the LDR except as may be modified as provided in the Rezoning Ordinance.
- b. Not less than 25% of the CPUD shall be open space as defined in the LDR. Required open space may include native vegetation areas and required landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement. In the event less than 25% of the CPUD is comprised of native vegetation area, then all existing native vegetation area shall be maintained as part of the required open space.
- c. Excluding wetlands defined by the South Florida Water Management District, not less than 25% of the total development site shall remain as undeveloped native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the open space

requirement. The location of the native vegetation area shall be determined using a study of the site with consideration to the value of existing vegetation.

SECTION 8: 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.

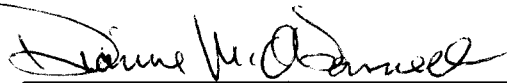
SECTION 9: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications

SECTION 10: This ordinance shall take effect immediately upon adoption at second reading.

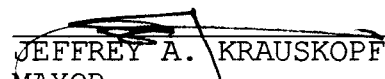
PASSED on first reading this 8th day of December, 1997.

ADOPTED on second reading this 24 day of August, 1998.

ATTEST:

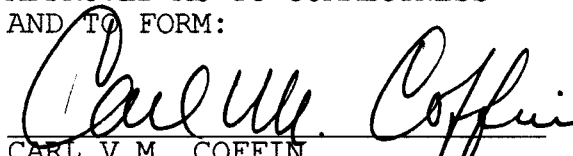


DIANNE M. O'DONNELL
CITY CLERK



JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO CORRECTNESS
AND TO FORM:



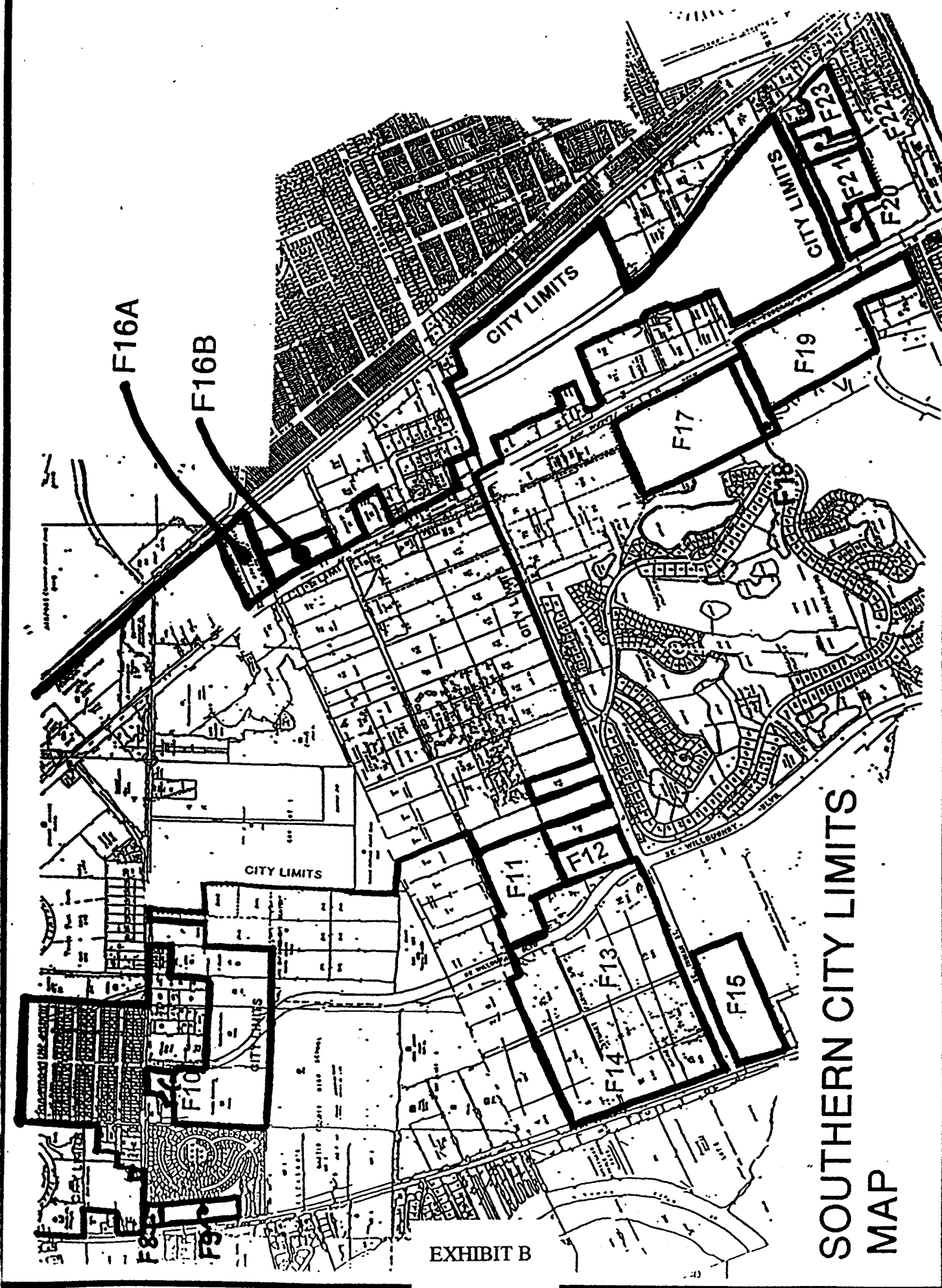
CARL V.M. COFFIN
CITY ATTORNEY

ZONING LEGAL DESCRIPTION: MADYDA - F12

(CPUD)

The West 35.00 feet of the South 35.00 feet of Tract 39, the South 95.00 feet of Tract 40 and all of Tract 45, PORT SEWALL, according to the Official Map of SEWALL'S POINT LAND COMPANY'S Plat filed November 18, 1913, recorded in Plat Book 3, Page 7, Palm Beach (now Martin) County, Florida Public Records.

EXHIBIT "A"



SOUTHERN CITY LIMITS
MAP

EXHIBIT B

Bm
9/12/97

F12

MASTER COMMERCIAL PLANNED UNIT DEVELOPMENT AGREEMENT

This Master Commercial Planned Unit Development Agreement, hereinafter "Agreement," is entered into this 28th day of AUG, 1998 by and between BERNARD MADYDT

_____, hereinafter referred to as "Developer," and the City of Stuart, a municipal corporation of the State of Florida, hereinafter the "City."

1. DEVELOPMENT SITE. The Developer is the sole and exclusive owner of the real property described as:

SEE ATTACHED

[insert legal description or attach]

The real property described above is hereinafter referred to as the "Subject Property." A survey of the Subject Property is attached hereto as "Attachment A."

2. DESIRE OF DEVELOPER. The Developer desires to develop the Subject Property as a Commercial Planned Unit Development, hereinafter "CPUD," as described in the Stuart Land Development Regulations, hereinafter the "LDR," and that the Subject Property be zoned CPUD District.

3. INTENT OF DEVELOPER. As required by the LDR, it is the intention of the Developer that this Agreement constitute a "Master PUD Agreement" as that term is used in the LDR. The developer will submit to the City any and all documents requested by the City Development Director, the City Planning Board and the City Commission in the course of the PUD review by the City. The Developer will follow the PUD zoning procedures set forth in the LDR.

4. USES. The uses to be located on the Subject Property within the CPUD shall be limited to the following:

- a)
- b)
- c)
- d)
- e)
- f)
- g)
- h)
- i)
- j)
- k)
- l)
- m)
- n)
- o)

SEE ATTACHED

5. IMPERVIOUS AREA. Development of the Subject Property as a CPUD shall include an impervious area of not more than sixty-five percent (65%) of the total development site within the CPUD.

6. BUILDING HEIGHT. The maximum building height within the CPUD shall be 45 feet above existing grade. Height shall be measured from the mean high roof line.

EXHIBIT C

Bm
9/12/97

7. **OPEN SPACE.** Not less than 25% of the CPUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement. In the event that less than 25% of the CPUD is comprised of native vegetation area, than all existing native vegetation area shall be maintained as part of the required open space.
8. **NATIVE VEGETATION.** Excluding wetlands defined by the South Florida Water Management District, not less than 25% of the total development site shall remain as undeveloped native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. The location of the native vegetation area shall be determined using a study of the site with consideration to the value of existing vegetation.
9. **TREE SURVEY.** The Developer shall provide a certified tree survey prior to or with the submittal of the final site plan to determine the existence on the Subject Property of any of the protected species listed in the LDR. The survey shall identify the type and size of protected and specimen trees.
10. **LANDSCAPE REQUIREMENTS.** The landscaping within the CPUD shall meet the requirements of the City Land Development Regulations; however, additional landscaping may be required by the City in the event the Developer proposes to vary from the minimum requirements of the Land Development Regulations for any portion of the CPUD.
11. **PARKING.** Parking within the CPUD shall comply with the LDR. Parking areas shall be interconnected throughout the CPUD and, where feasible, with adjacent properties.
12. **PEDESTRIAN ACCESS ROUTES.** All buildings and structures shall have a walkway connection with the off-site sidewalk system.
13. **SIGNAGE.** All signs to be located within the CPUD shall comply with the LDR.
14. **INGRESS/EGRESS.** The CPUD shall be designed to limit the number of curb-cuts required for ingress and egress to and from the CPUD.
15. **BUILDING SPECIFICATIONS.** No trailers, pre-fabricated or modular structures shall be permitted except on a temporary basis to assist in development and with rentals and sales of realty within the CPUD. Such trailers or structures shall be removed within thirty days of a direction to do so issued by the City Development Director. Failure to remove such a trailer or structure accordingly shall be deemed a violation of the City Code.
16. **ARCHITECTURAL CHARACTERISTICS.** The architectural theme and materials of the development within the CPUD may be submitted and reviewed in conjunction with the final site plan.
17. **STATEMENT OF COMMITMENT TO COMPLY WITH CITY COMPREHENSIVE PLAN AND LDR.** Subject to the provisions of the LDR, the Developer shall comply with all requirements of the City Comprehensive Plan and of the LDR including but not limited to, landscaping, parking, stormwater management, resource protection, fire regulations, and planned unit development regulations applicable to the Property at time of permitting.
18. **BUILDING PERMITS.** No building permits shall be issued by the City for any development within the CPUD District until a final development plan has been submitted and approved by the City in accordance with the LDR.
19. **ADDITIONAL TERMS AND CONDITIONS.**
 - a) To promote harmonious and compatible development within the City, site plan review for the property shall incorporate the Site Design Qualitative Development Standards pursuant to Section 11.02.08 of the City Land Development Regulations.

bm
9/12/97

- b) This agreement does not in any way indicate sufficient infrastructure capacity or adequate public facilities for the development of the Subject Property or any portion thereof.
- c) All utilities, including but not limited to electricity, cable television, telephone, water and sanitary sewer, shall be located underground.
- d) This Agreement is not intended to be an all-inclusive list of development restrictions and conditions or in any way preclude the City from imposing any additional development restrictions or conditions at the time of zoning and final site plan review and approval.
- e) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon Developer, its successors and assigns.
- f) Nothing in this Agreement shall be deemed to constitute CPUD zoning or to commit the City to approve CPUD zoning or the final site plan.
- g) Nothing in this Agreement shall constitute a vesting of development rights. This Agreement is simply a statement of present intentions and understanding of the Developer.

Signed, sealed and delivered
in the presence of:

Trish Perron
Signature

Donna O'Snell
Signature

Print Name

ATTEST:
Donna O'Snell
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

Carl V.M. Coffin
CARL V.M. COFFIN
CITY ATTORNEY

DEVELOPER

By: Bernard Madyda
Print Name

BERNARD MADYDA

CITY OF STUART

[Signature]
MAYOR

pm
9/12/97

- A: Retail Businesses
- B: Business Professional , Medical and veterinary offices (indoor kennel only)
- C: Banks
- D: Theatres, Restuarants, Bars, Cocktail Lounges
- E: Public Buildings
- F: Hotels, Motels
- G: Gas Station
- H: Auto Sales
- I: Retail Warehouse Sales and Service (no outdoor storage)
- J: Mini-Warehouse facilities in conjunction with adjacent commercial
- K: Barber and Beauty Shops
- L: Existing commercial nursery/garden center may continue until more than 50% of use is converted.



Staff Review

A. Application

Bee Safe Storage CPUD Amendment Application Number: Z21050004

Applicant	Bee Safe Storage & Wine Cellar Holdings
Property Owner	Michael Novik Trust
Agent for Applicant	Lucido & Associates, Doug Fitzwater
Project Manager	Erin Wohlitka, Senior Planner
Date of Report	February 4, 2022

B. Project Description

The intent of this application is to request a CPUD Amendment to allow the construction of a three (3)-story enclosed storage building and eight (8), one (1)-story storage buildings located at 1053 SE Indian Street. The subject site is generally located approximately one-half mile east of the intersection at Willoughby Road and SE Indian Street on the north side of SE Indian Street within the jurisdictional boundaries of the City of Stuart.

The subject property was originally voluntarily annexed by the City of Stuart City Commission via the adoption of Ordinance 1578-97 on May 26, 1998. On August 24, 1998, the City Commission adopted Ordinances 1579-97 and 1580-97 establishing the land use designation of Commercial (C) and the zoning classification of Commercial Planned Unit Development (CPUD) on the subject property. The rezoning ordinance, Ordinance 1580-97, included the exhibits for the PUD Agreement and Master Development Plan.

The uses approved via the PUD Agreement include the following:

- Retail Business
- Business Professional, Medical and Veterinary Offices (indoor kennel only)
- Banks
- Theatres, Restaurants, Bars, Cocktail Lounges
- Public Buildings
- Hotels, Motels
- Gas Station
- Auto Sales

- Retail Warehouse Sales and Service (no outdoor storage)
- Mini-Warehouse Facilities in conjunction with adjacent commercial
- Barber and Beauty Shops
- Existing commercial nursery/garden center may continue until more than 50% of use is converted.

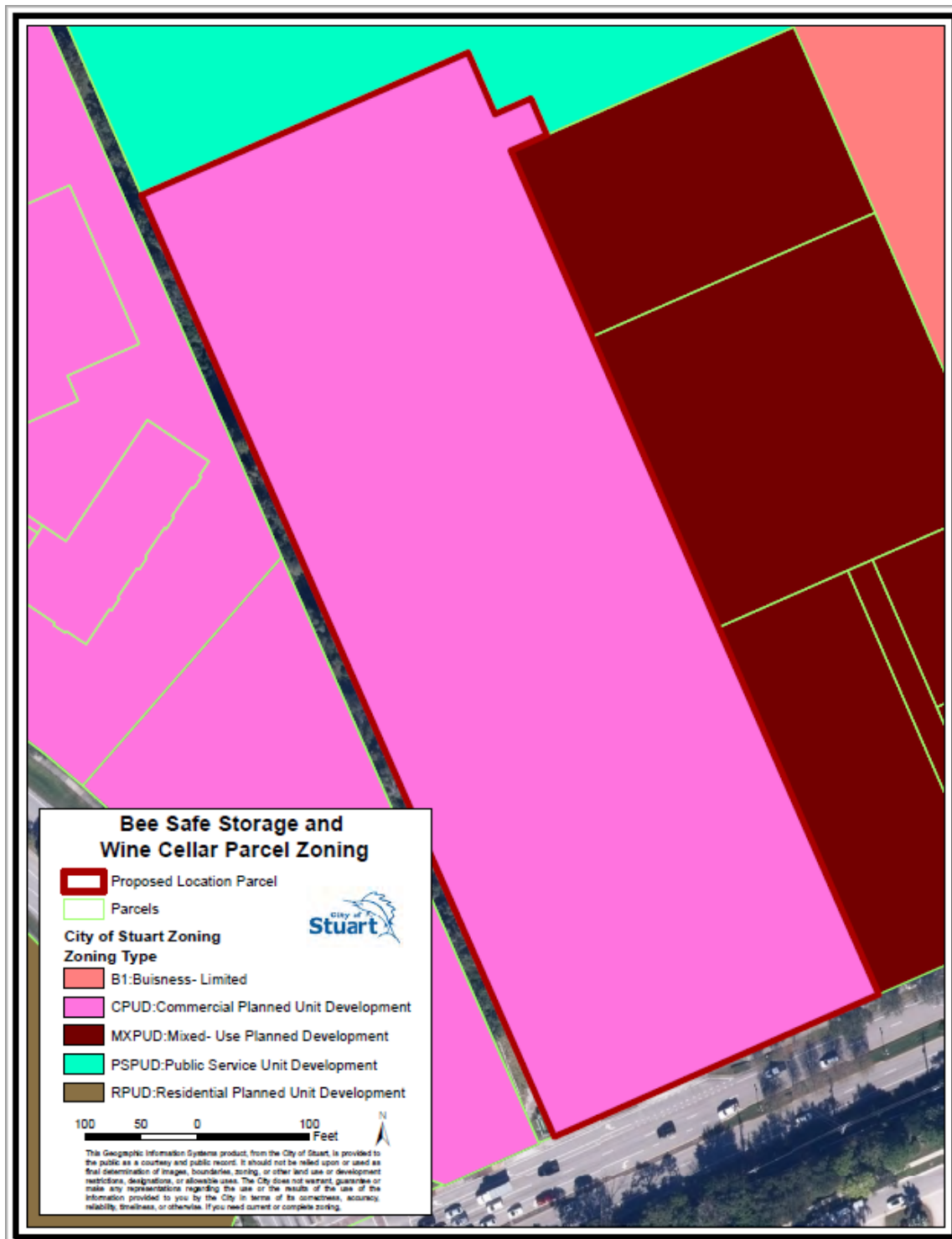
C. Location and Site Information

Address	1053 SE Indian Street, Stuart, FL
Parcel Number(s)	38-38-41-002-039-0010-8
Existing Zoning	Commercial PUD (CPUD)
Future Land Use	Split Commercial (C) and Public (P)
Site Area (acres)	6.59 acres
Present Use	Vacant (Prior use was commercial nursery)
Subject Property Land Use	Vacant Commercial
Proposed Land Use Designation	N/A
Subject Property Zoning	CPUD
Proposed Zoning District	N/A
Proposed Use	Mini Warehouse Facility
City Approvals	Building Department – Approved. Fire Department – Failed. Public Works – Failed. Police Department – Failed.
Staff Recommendation (if final report)	N/A

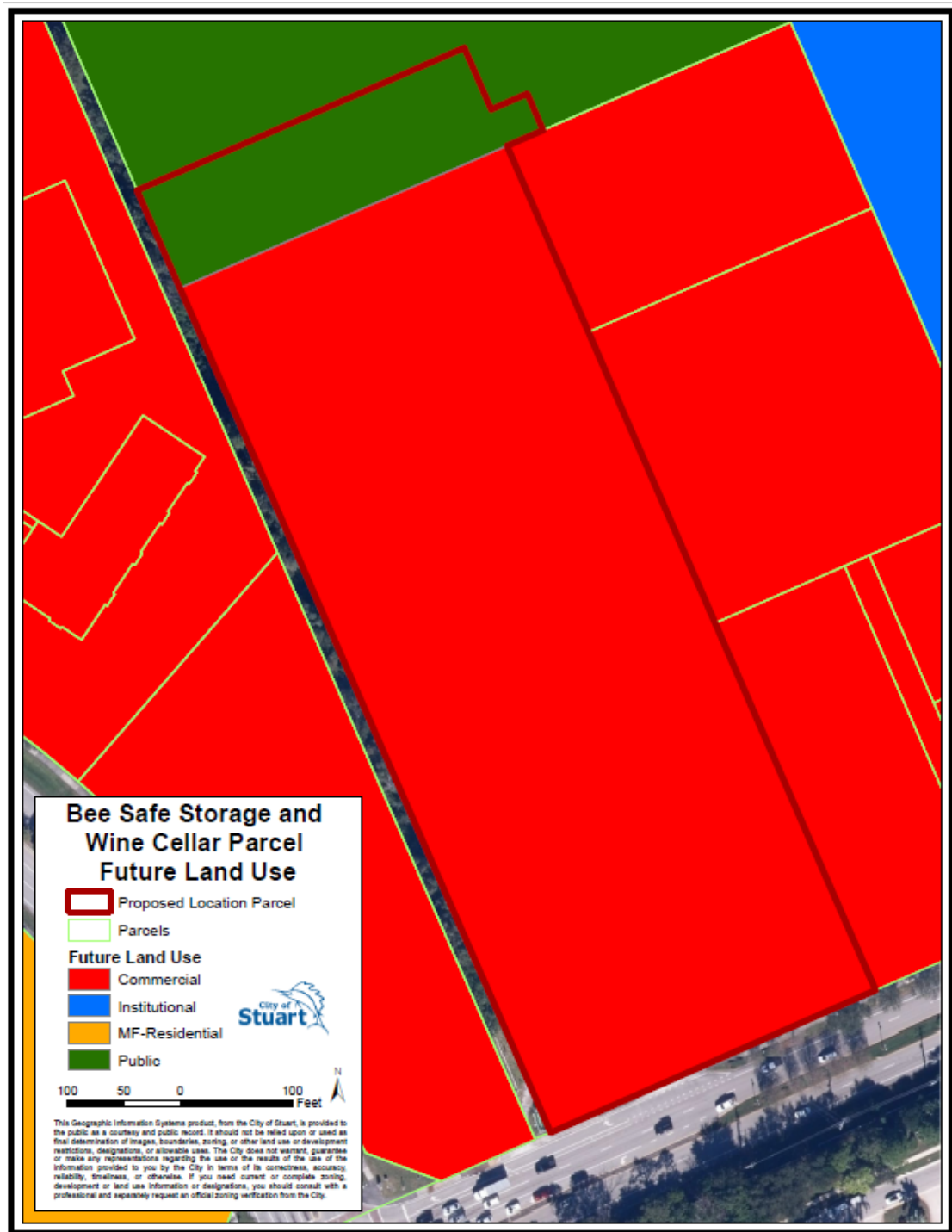
Aerial Map MAP



Existing Zoning MAP



Existing Future Land Use MAP



D. Determination of compliance with Comprehensive Plan

The proposal complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan:

Objective 1.A7: The Future Land Use Map establishes the optimum, overall distribution of land uses as well as can be established on a City-wide basis. The City of Stuart has designated land use categories and allowed uses for all land within the City of Stuart. The subject property has a Future Land Use of Commercial (C). This Future Land Use allows land uses and activities predominately connected with the sale, rental, and distribution of products or performance of professional and non-professional services. Includes retail sales, service establishments, business, professional and other offices, shopping centers, financial institutions, restaurants, entertainment, hotels, motels and other temporary lodging. A limited amount of Multi-Family Residential and indoor industrial uses is allowed. Mixed-use projects are allowed. Also, public facilities and electric distribution substations are allowed.

The majority of industrial uses in the City are along the Dixie Highway corridor. As there are limited amount of industrial uses within the Commercial (C) Future Land Use, the proposed industrial use of Mini Warehouse is consistent with the Future Land Use element of the City's Comprehensive Plan.

Policy 1.B3.10: All commercial buildings shall be designed to maintain and enhance the attractiveness of the streetscape and promote the architectural heritage of the City. Buildings shall include architectural features and patterns that provide visual interest from the perspective of the pedestrian, reduce building massing and recognize local character. Facades shall be designed to reduce the mass or scale and uniform monolithic appearance of large unadorned walls while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale. The building's mass shall be varied in height and width so that it appears to be divided into distinct massing elements and details that can be perceived at the scale of the pedestrian.

The Applicant has proposed a building with varying roof elements, a large portion of glass at the project entrance, and scoring to break up the massing of the building. The Applicant should continue to evaluate other ways to break up the massing of the building (i.e. varying roof heights, spandrel windows, additional paint colors, visual projections and recesses, etc.)

Policy 11.A1.1: The City will seek to ensure the allocation of an appropriate quantity of lands that are desirable for commercial and industrial purposes to serve future growth needs of the City.

Policy 11.A1.5: The City will encourage new commercial and industrial development.

The Applicant is proposing an industrial use on the subject property with a Commercial (C) Future Land Use. Thus, the property is in compliance with the aforementioned policies of the City's Comprehensive Plan.

E. Review Comments

Zoning and Site Design

1. **SATISFIED.** Please include in the resubmittal a project narrative including how the proposed use complies with the LDC, Comprehensive plan, and the PUD agreement.
2. **SATISFIED. Please note that the City's noise ordinance requires that projects do not exceed 80 decibels from 8:00 a.m. until 10:00 p.m., and 60 decibels from 10:00 p.m. until 8:00 a.m. at all times throughout the city.** Please include within the narrative how the Applicant intends to further secure the site, (i.e. security cameras, on-site security staff, etc.), the proposed hours of operation, the anticipated number of employees onsite, and whether an accessory dwelling unit is proposed for security staff.
3. **SATISFIED.** Please include in the resubmittal a site details sheet including, but not limited to, the design, color, material, and dimensions for the proposed bicycle racks, benches, trash receptacles, wall sconces, site lighting, dumpster enclosure, and security wall.
4. **SATISFIED.** Please include the lighting values (foot candles) for the site on the photometrics plan. Please include in the resubmittal a site lighting and photometrics plan that shows any proposed pole mounted lights and wall sconces to ensure the lighting values are consistent with the LDC and adequate for purposes of crime prevention (Development & Police Department).
5. **SATISFIED.** Please include in the site data the project name, Zoning and Future Land Use designations, the Parcel Identification Number (PIN), the Proposed Use of *Warehouse, Mini Storage*, and the proposed Floor Area Ratio (FAR) on the subject property.
6. **SATISFIED.** Please relocate the data to the parking requirements section of the site data. Please indicate on the site data the number of bicycle parking spaces required and proposed.
7. **SATISFIED.** Pursuant to Sec.6.01.05(G), please provide a shaded gazebo or similar structure over the benches within the community area. Please also include the number of benches proposed within the site data of the proposed site plan as the architectural elevations show two (2) benches adjacent to the building and the site plan depicts two (2) benches within the community area.
8. **SATISFIED.** Please dimension the width of the paved area depicted on the Community Area Site Plan (B-1).

9. **SATISFIED.** Please provide two bicycle racks so that three bicycles can be parked and reorient the racks in their current location to be parallel to Indian Street for sufficient space. Please depict the three (3) proposed bicycle racks on the site plan per the standards set forth in Sec.6.01.20(H) of the LDC.
10. **SATISFIED.** Please indicate how the lift station is proposed to be screened.
11. **SATISFIED.** Please indicate if any monument signs are proposed for this property, and if so, depict the locations on the proposed plans and submit a monument sign detail for staff review.
12. **SATISFIED.** Please continue the pattern of Eagleston Holly trees and Live Oak trees along the north property line to SE Indian Street. Please evaluate the opportunity to reduce the amount of proposed impervious area to reduce the potential heat island effect.
13. **SATISFIED.** Please include pavers at the entrance drive of the site to increase visual interest, with a different pattern of pavers proposed to delineate the pedestrian crossing in front of the entrance drive per Sec. 6.01.05(E).
14. **SATISFIED.** Pursuant to Sec.6.01.05(B) of the LDC, please provide pavers, stamped concrete, colored concrete, or similar materials.
15. **SATISFIED.** Pursuant to Sec.6.01.18(B), please depict that the loading area for the three (3)-story building may accommodate four (4) vehicles at one time without requiring any of the vehicles to be blocked in.
16. **ONGOING – Please see new landscape comment #11.** Per Sec.2.04.04(E)(5), please revise your setbacks to reflect a minimum 30-foot side setback and 15-foot rear setback.
17. **SATISFIED.** Please depict all existing and proposed underground and overhead utilities on the site plan to ensure there are no conflicts with the Applicant’s proposal.
18. **ACKNOWLEDGED.** Please revise the existing sidewalk to a required 8-foot-wide sidewalk.

9/1/21 COMMENTS

19. **SATISFIED.** Please provide a walkway from the benches located at the front of the building to the sidewalk and bicycle parking racks.
20. **SATISFIED.** Please show the location of the benches located at the front of the building on the site plan.
21. **SATISFIED.** Please clarify the three-dimensional relief provided by the metal canopy over the pedestrian benches.
22. **SATISFIED.** Please provide the CPUD Agreement that, “includes the uses allowed in the CPUD Agreement” for Staff review as noted on the site plan.
23. **SATISFIED.** The Existing Live Oaks to remain along SE Indian Street appear to be in poor shape. Please consider removing and replanting with new healthy shade trees.
24. **SATISFIED.** The property is located within the 1,500 foot wellfield protection zone. Please include in the resubmittal how you have addressed those requirements with the project proposal.

25. **SATISFIED.** Please describe the retail use on the project narrative, and include the square footage, required parking, and traffic associated with the retail use on the site plan and other applicable plans and studies.

NEW COMMENTS:

26. **The Applicant is requested to consider using low impact development options such as permeable surfaces for the parking areas, or other appropriate low impact development strategies.**
27. **The Applicant is requested to provide an updated site plan, as it still shows the northern pond discharging to the north.**

Architectural Design

1. **SATISFIED.** Label the canopy on the site plan, and depict the dimensional relief provided by the metal canopy on the exterior elevations. Please identify on the elevations the visual projection provided by the metal canopies.
2. **PROVIDED.** Prior to public hearing, please remove the bench from the first-floor plan as it was previously stated it has been removed. Please also call staff to discuss the “retail” space shown on the floor plan as this may require a revision of site plan data if it remains on the floor plan and as a part of this proposal. Please provide in the resubmittal a preliminary floor plan of the main three (3)-story building.
3. **COMPLIED.** Please evaluate the opportunity to provide an architectural element (e.g. sloped roof elements) for the one-story storage buildings compatible with the design to the main building. Please provide in the resubmittal typical four (4)-sided elevations for the one (1)-story storage buildings.
4. **PROVIDED.** Prior to scheduling a public hearing, staff will require a revised elevation and 3-dimensional rendering that includes a view of the building depicting the false doors as they will be visible from the street. The elevations are not an accurate depiction of what the building will look like with the clear glass and the false doors being visible from view. Staff has reviewed the response and understands the intent for this area. Please revise the exterior elevations to depict what the public will see when looking at this building. Please indicate whether the clear glass depicted on the elevations for the three (3)-story building allow visibility into the hallways of the building, and when storage units are opened, whether the contents of the storage units are visible from exterior view.
5. **SATISFIED.** The project is permitted a maximum of 209 square feet of building signage. The exterior elevations are depicting two signage locations with a total of 376 square feet of signage area. Please revise. Please remove the wall sign designs and replace with a dashed line area for proposed sign locations if these are intended to meet code and be reviewed at time of signage permit.
6. **SATISFIED.** Prior to scheduling a public hearing, staff will require a 3-dimensional rendering to review for consistency with the plans. Staff requests a provision of three-dimensional rendering to ensure compliance with staff comments in order to complete

staff's review. Please provide a three (3)-dimensional rendering and 3-dimensional CAD model of the proposed architecture to depict proposed visual projections, recesses, awnings, and prominent windowsills.

7. **SATISFIED.** Staff awaiting clarification on elevation directions per new comment #16. Please ensure that the primary façade on the ground floor has architectural features along 50% of horizontal length by providing dimensions of glass windows and other architectural features and by providing a note on the plans.
8. **SATISFIED.** Pursuant to Appendix C of the LDC, please indicate the minimum percentage of glass required and provided on the plans.
9. **SATISFIED.** Please clarify if any wall-mounted equipment is proposed as it is not depicted on the elevations. Please depict the gutters and downspouts as painted to match the surface to which they are attached. Please depict any proposed gutters and wall mounted equipment (color and material) on the architectural elevations.
10. **SATISFIED.** Please consider providing an additional paint color to further break up the vertical massing of the three (3)-story building.
11. **SATISFIED.** Please modify the architectural elevations in accordance with Sec.2.04.07(A)(2), that the parapet wall shall not exceed 24 inches in height.
12. **SATISFIED.** Please remove the stray "EXTERIOR STORAGE UNIT OH DOOR" label on the South West Elevation.
13. **SATISFIED.** The wall pack lighting depicted on the site details sheet does not match the decorative lighting depicted on the exterior elevations. Please clarify and add the decorative vertical lighting fixtures on the site details sheet.
14. **SATISFIED.** Please clarify further to Staff the South East Elevation with specific regard to where the loading area and doors are located.
15. **SATISFIED.** The building footprint depicted on the site plan and the elevations do not match in regard to the locations and number of projections and recesses on the building. Please revise.
16. **SATISFIED.** Please revise the directions on the elevations to be "North, East, South, and West" only, and match the orientation of the elevations to the footprint on the site plan.

Engineering – Drainage/Stormwater

1. **ACKNOWLEDGED.** The Applicant is responsible for obtaining all state, federal and local permits that may be required as part of this project such as South Florida Water Management District (ERP/Dewatering) and Martin County Public Works for roadway and driveway connections.
2. **APPLICANT HAS NOTED CODE SECTION FOR COMPLIANCE.** Pursuant to Section 6.00.04 of the City's LDC, "Stormwater drainage shall be accommodated on the site or shall be removed from the site in a manner which does not adversely affect nearby property or the public storm drainage system. The necessary facilities, including grading, gutters, piping and the treatment of soil, shall be provided to accommodate stormwater retention, percolation and drainage, and to prevent erosion and the formation of silt."

The Applicant is requested to provide paving, grading, and drainage (plans, sections, details, etc.) not included with the conceptual plans will be necessary for further review.

3. **ACKNOWLEDGED.** The Applicant is responsible for obtaining any required South Florida Water Management District permits prior to final review / conditional approval. The drainage design should include nutrient load reductions (water quality treatment volume / recovery calculations) as part of the ERP / Dewatering permitting requirements.
4. **ONGOING. See new site plan comment.** Due to the shared retention area with Martin County, the Applicant must schedule a time to discuss legal positive outfall of this area with the Martin County Public Works Department (contact Lisa A. Wichser, P.E., CFM, County Engineer; P: (772)223-7945; e: lwichser@martin.fl.us . The Applicant should note that legal-positive outfall and the allowable discharge mentioned in the preliminary drainage report will require further information for review.
5. **APPLICANT HAS NOTED CODE SECTION TO ENSURE COMPLIANCE.** Pursuant to Section 6.00.04 of the City's LDC, "Stormwater drainage shall be accommodated on the site or shall be removed from the site in a manner which does not adversely affect nearby property or the public storm drainage system. The necessary facilities, including grading, gutters, piping and the treatment of soil, shall be provided to accommodate stormwater retention, percolation and drainage, and to prevent erosion and the formation of silt." City of Stuart Public Works Department may require off-site / downstream improvements if the proposed design creates any adverse effects on the adjacent drainage system.

NEW COMMENTS:

6. **The Applicant is being requested to provide a more complete Paving and Grading Plan. Include proposed site grades, perimeter berm, Finished Floor elevations of proposed and offsite adjacent buildings, drainage inlet details (type, top elevation, inverts), proposed pipe sizes and type, driveway cross sections meeting minimum pavement requirements, pond sections, and add callouts for clarity.**
7. **The Applicant is requested to address if there will be roof drains, and if so, where they will drain. Roof drains will not be permitted to discharge to the rear of buildings where there is potential to affect adjacent properties.**
8. **The applicant is requested to address conflicts between drainage and the fire line.**
9. **The Applicant is requested to show typical cross sections for perimeter grading to ensure that drainage is not discharging to offsite properties.**
10. **The Applicant is requested to review the narrative on Pages 4 & 5 states that the 100-year/3-day rainfall is 14.0 inches. The calculations on Page 20 use 14.5 inches.**
11. **The Applicant will be required to provide a pond recovery analysis for the dry retention ponds.**
12. **The Applicant is requested to provide a Maintenance Plan for the stormwater management system.**

13. **The Applicant is requested to address erosion control. Provide a SWPPP plan, including a construction entrance detail.**
14. **If dewatering will be required, address where the effluent water will discharge.**
15. **Martin County Public Works has reviewed this project and their comments should be addressed prior to approval.**

Building Department

- A. **SATISFIED.** Provide Plan of additional buildings pursuant to the Florida Building Code 107.

Environmental and Landscaping

1. **SATISFIED.** Pursuant to Sec.5.05.01(A)(1) of the LDC, please indicate on the tree inventory if any existing specimen or historic trees exist.
2. **SATISFIED.** Pursuant to Sec. 5.05.02(c) of the LDC, please evaluate the opportunity to relocate onsite the existing mature oak, bald cypress, and palm trees from the center of the site to the perimeter buffers for enhanced screening of the site from adjacent properties.
3. **SATISFIED.** Pursuant to Sec.6.04.10 of the LDC, please include screening for relevant service function areas (e.g. the loading area, dumpster, lift station, etc.)
4. **SATISFIED.** Please provide shading/hatching on all proposed groundcover on the subject property, specifically within the perimeter buffers and around the proposed retention areas to differentiate from internal vehicular use areas.
5. **SATISFIED.** In accordance with Section 6.03.04, *Stormwater management for all commercial development*, of the LDC, modify the southernmost retention area from dry retention to a wet retention area with a more natural shape, a fountain, and littoral plantings.
6. **SATISFIED.** Please delineate both required and provided square feet and acreage for Master CPUD Agreement Item # 5: Impervious Area and Pervious Area on the site plan data.
7. **SATISFIED.** Please ensure that the community area landscaping has adequate distancing from the adjacent 3-foot force main.
8. **SATISFIED.** Please depict all utilities, specifically the sanitary sewer line, and the overhead power lines on the landscape plans to ensure there will be no conflicts with proposed landscaping.
9. **SATISFIED.** Please include a note on the landscape plan that the proposed Clusia hedge shall be 80% opaque within one (1) year of planting.
10. **SATISFIED.** A Condition of Approval will be added that irrigation plans must be provided prior to issuance of the site permit. Please include an irrigation plan with the resubmittal in accordance with Sec.6.04.C (1) of the LDC.
11. **PROVIDED.** Prior to public hearing, please provide a cross section along the northeast property line between the building and the property where the applicant is proposing a reduced setback, showing the proposed landscaping to ensure that the variance for a

reduced setback is properly mitigated by providing a dense buffer with multi-level plantings (i.e., groundcover, mid-level plantings, and trees.)

- 28. ONGOING.** The Applicant is requested to label the southern dry retention area to “Dry Retention / Bioretention” and a cross section of the pond shall be provided detailing the bioretention plantings, as requested by the City. The Applicant is requested to verify that the proposed plantings along the eastern property line will not impact the 2” force main. The City satisfied the comment regarding wet detention in the southernmost proposed dry retention area due to the width of the area; however, staff requests the applicant utilize bioretention in this location that include grasses, flowering perennials, and other appropriate landscaping to create a well-designed rain garden that is aesthetically pleasing, aids in filtering out pollutants in runoff, and provides habitat for wildlife.

- 12. PROVIDED.** Please include stormwater flows on the preliminary engineering plan.

Traffic and Transportation

1. **SATISFIED.** The Applicant is recommended to request from Martin County Public Works the latest available Martin County Level of Service Report for traffic impacts upon County Roads: Indian Street and Willoughby Boulevard.
2. **SATISFIED.** The Applicant should correct the following:
 - a. Build-out year should be revised to be two (2) years after the expected construction year/ issuance of the Certificate of Occupancy (CO).
 - b. The peak hour peak direction should be identified in the Trip Generation results and used to calculate a revised Percent Impact upon LOS.
 - c. The driveway queue length and level of service analysis should be included in the revised final report.
 - d. Driveway layout and design should consider the minimum requirements set forth in the latest FDOT Design Manual sections for Design Controls and Driveways.
3. **ONGOING.** Martin County Public Works has verified that the second driveway cut to the west of the proposed access is within the Martin County right-of-way, not on the neighbor’s property. Martin County Public Works Department acknowledges the applicant’s efforts to remove the proposed new entrance location and requests the second driveway cut to the west of the proposed access be removed as well. The Applicant has proposed a new entrance to the subject site where a curb inlet and crepe myrtle trees currently exist. Martin County Public Works has reviewed this proposal and has determined that the proposed new entrance location will not be permitted and that the existing driveway must be used.

City of Stuart Public Works – COMPLY

Fire Department - COMPLY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 5/9/2022

Prepared by: Thomas Reetz

Title of Item:

ATLANTIC POINT MARINA - FUTURE LAND USE MAP CHANGE - MIDDLE ISLAND MANAGEMENT & DEVELOPMENT, LLC (RC):

ORDINANCE No. 2485-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "INDUSTRIAL" TO "MARINE INDUSTRIAL" FOR MIDDLE ISLAND MANAGEMENT AND DEVELOPMENT, LLC OWNER OF PROPERTY LOCATED AT 75 NW FLAGLER AVENUE, ADJACENT TO THE ST. LUCIE RIVER, PARALLEL TO NW FLAGLER AVENUE, NORTH DIXIE HIGHWAY, AND THE FEC RAILWAY, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

"Small Scale" Comprehensive Plan Amendment Land Use Map change from Industrial to Marine/Industrial

(On April 14, 2022, the Local Planning Agency unanimously recommended approval for the future land use (FLU) Map change request and forwarded the request to the City Commission)

The applicant is requesting consideration of a small-scale comp plan amendment to change the land use from Industrial FLU to Marine/Industrial FLU. The Industrial land use designation does not specifically reference restaurant or marina use within the Comp Plan policy language. Therefore, the amendment would allow uses commensurate with the designation of the property as a preferred location within Martin County's Boat Facility Siting Plan. In detail, this land use category is a waterfront type district which permits the continuation of industrial/marine uses while encouraging mixed-use development including multi-family residential; commercial; office; lodging; marinas; and civic uses.

Section 11.01.07.G. of the City's Land Development Code includes specific policy provisions which are required to be considered when assessing a request for a small-scale comprehensive plan amendment. In addition, Florida State Statutes at F.S. 163.3177(6)(a) 8. Future Land Use Map Change Analysis, directs the consideration of certain criteria. In addition, any FLU map amendment shall be consistent with Elements of the City's Comprehensive Plan.

For information: A Major Urban Code Conditional Use Approval for a site plan on the property the subject of this item **(not to be considered as part of this FLU Map amendment)** will be presented to the Community Redevelopment Board at its regularly scheduled meeting of May 3, 2022.

Funding Source:

N/A

Recommended Action:

Motion to Approve a Future Land Use Map Amendment to Marine Industrial

ATTACHMENTS:

1. A.1 Ordinance 2485-2022 Atlantic Point Marina Land Use Map Change
2. A.2 Boundary Survey
3. B.1 APM Staff Report with Comp Plan Analysis
4. B.2 Small-Scale Land Use Map Change policy provisions
5. B.3 FLU Checklist
6. B.4 Staff Review - FLU amendment - Urban Sprawl FS 163.3177
7. C.1 Small Scale Comp Plan Amendment Application
8. D.1 Atlantic Point Marina Public Works Fire Rescue letter for capacity and Service



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

ORDINANCE NUMBER 2485-2022

* * * * *

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "INDUSTRIAL" TO "MARINE INDUSTRIAL" FOR MIDDLE ISLAND MANAGEMENT AND DEVELOPMENT, LLC OWNER OF PROPERTY LOCATED AT 75 NW FLAGLER AVENUE, ADJACENT TO THE ST. LUCIE RIVER, PARALLEL TO NW FLAGLER AVENUE, NORTH DIXIE HIGHWAY, AND THE FEC RAILWAY, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; PROVIDING 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 Cuozzo Planning Solutions, Inc. representing Middle Island Management & Development LLC (owner), for a 10.81-acre parcel of land;

WHEREAS, the Local Planning Agency held a properly noticed hearing at a regularly scheduled meeting to consider the application of the Petitioner and recommended approval of the Small-scale Land Use change on April 14, 2022; and

WHEREAS, on May 9, 2022, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by the Owner and Applicant, to consider the Small-Scale Comprehensive Plan land use change, and

WHEREAS, the City of Stuart has determined the need to change the Future Land Use for said lands; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for land use designations, and has also considered the recommendation of the City staff.

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 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;

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

SECTION 1: The Future Land Use designation in the City's Comprehensive Land Use Plan shall be established as "Marine Industrial".

SECTION 2: This ordinance becomes effective upon adoption.

SECTION 3: 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 4: 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 5: 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 6: This ordinance shall be effective upon the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

SECTION 7: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

SECTION 8: 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 ___ day of _____ 2022.

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

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____, 2022.

ATTEST:

MARY R. KINDEL MERRITT MATHESON
CITY CLERK MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
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 SMALL-SCALE COMPREHENSIVE PLAN LAND USE AMENDMENT 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:

Middle Island Management & Development LLC

Print Name: _____

By: _____

Jeffrey Hardin (Agent of Middle Island
Management & Development LLC)

Print Name: _____

Personally Known _____ OR Produced Identification _____ Type of ID _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day
of _____, 2022, by Jeffrey Hardin, Agent for Middle Island Management LLC

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

(Notary Seal)

Signature of Notary Public

Printed Name: _____

EXHIBIT A – LEGAL DESCRIPTION

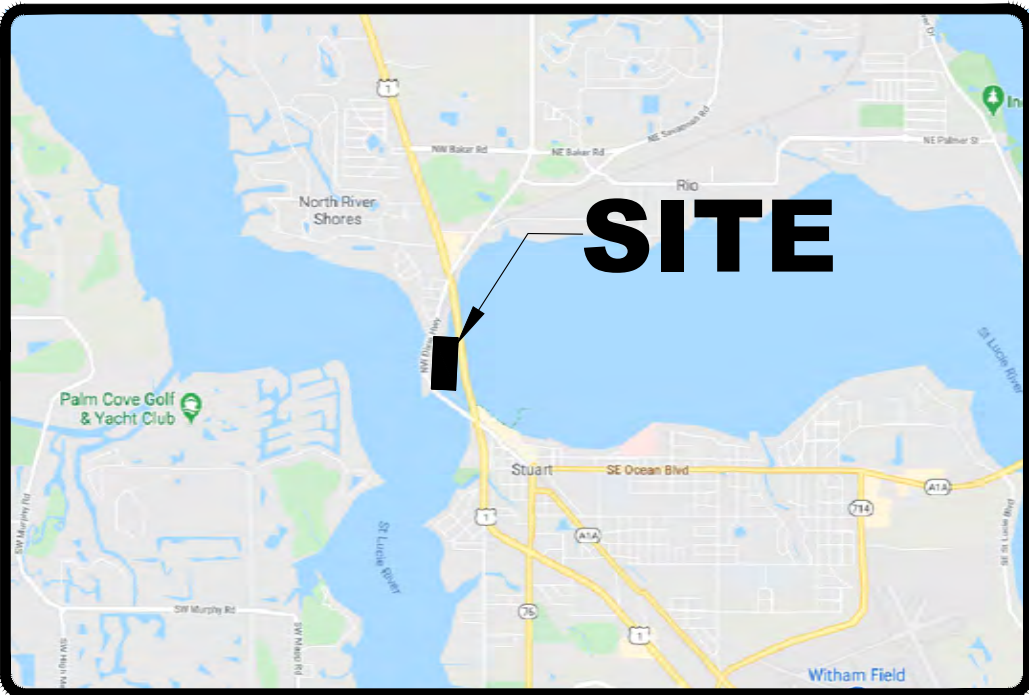
PARCEL 1: LOTS 11, 12 AND 13, BLOCK 20, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 98, OF THE PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA. PARCEL 2: LOTS 14, 15, 16, 17, AND 18, BLOCK 20, REVISED PLAT OF GOSLING, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 35, OF THE PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA; ALSO SHOWN ON THE PLAT OF RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 98, OF THE PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA, AND MARKED "NOT INCLUDED IN THIS ACREAGE". PARCEL 3: LOTS 19, 20, 21, 22, 23, 24, 25 AND 26, BLOCK 20, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 98, OF THE PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA. PARCEL 4: : A PARCEL OF SUBMERGED LAND IN THE ST. LUCIE RIVER IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF LOT 14, BLOCK 20, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 98, OF THE PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA RUN SOUTH 87°01' EAST ALONG THE NORTH LINE OF THE SAID LOT 14, A DISTANCE OF 319.00 FEET TO THE SHORELINE OF THE ST. LUCIE RIVER FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87°01' EAST, A DISTANCE OF 211.15 FEET TO THE BULKHEAD LINE AS ESTABLISHED BY THE CITY OF STUART; THENCE SOUTH 04°40'27" WEST ALONG SAID BULKHEAD LINE, A DISTANCE OF 447.60 FEET; THENCE SOUTH 43°03' WEST ALONG SAID BULKHEAD LINE, A DISTANCE OF 259.38 FEET; THENCE NORTH 87°01' WEST, A DISTANCE OF 237 FEET TO AFORESAID SHORELINE OF ST. LUCIE RIVER, THENCE MEANDER SAID SHORELINE NORTH 4°55" WEST, A DISTANCE OF 188.00 FEET; THENCE NORTH 03°45" EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH 50° EAST, A DISTANCE OF 122.00 FEET; THENCE SOUTH 87°01' EAST, A DISTANCE OF 116.00 FEET; THENCE NORTH 08°45' EAST A DISTANCE OF 247.72 FEET TO THE POINT OF BEGINNING. PARCEL 5: LOT 27 AND LOT 28, BLOCK 20, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 98, OF THE PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA. LEASEHOLD PARCEL: A PARCEL OF SOVEREIGNTY SUBMERGED LAND LYING IN THE ST. LUCIE RIVER, IN THE SOUTH HALF OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING EASTERLY OF LOTS 11, 12, & 13 IN BLOCK 20 OF "RIVERSIDE PARK" ACCORDING TO THE PLAT THEREOF AS RIVERSIDE PARK" ACCORDING TO THE PLAT THEREOF AS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4 AT PAGE 98 OF THE PUBLIC RECORDS OF ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 11; THENCE ALONG THE NORTH LINE OF SAID LOT 11: SOUTH 87°06'04" EAST 280.68 FEET TO A POINT 04" EAST 280.68 FEET TO A POINT EAST 280.68 FEET TO A POINT 0.32 FEET SOUTH OF THE MOST SOUTHEASTERLY CORNER OF AN EXISTING PIER AND THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE, CONTINUING; (2) SOUTH 87°06'04" EAST 234.63 FEET; (3) THENCE SOUTH 07°15'52" WEST 139.64 FEET; (4) THENCE SOUTH 45°33'18" WEST 15.85 FEET TO ITS 04" EAST 234.63 FEET; (3) THENCE SOUTH 07°15'52" WEST 139.64 FEET; (4) THENCE SOUTH 45°33'18" WEST 15.85 FEET TO ITS EAST 234.63 FEET; (3) THENCE SOUTH 07°15'52" WEST 139.64 FEET; (4) THENCE SOUTH 45°33'18" WEST 15.85 FEET TO ITS 52" WEST 139.64 FEET; (4) THENCE SOUTH 45°33'18" WEST 15.85 FEET TO ITS WEST 139.64 FEET; (4) THENCE SOUTH 45°33'18" WEST 15.85 FEET TO ITS 18" WEST 15.85 FEET TO ITS WEST 15.85 FEET TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 13; THENCE ALONG SAID EXTENSION: (5) NORTH 87°06'04" WEST 183.29 FEET TO ITS 04" WEST 183.29 FEET TO ITS WEST 183.29 FEET TO ITS INTERSECTION WITH THE MEAN HIGH WATER LINE OF SAID ST. LUCIE RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE: (6) NORTH 19°00'42" WEST 25.03 FEET; (7) 42" WEST 25.03 FEET;

(7) WEST 25.03 FEET; (7) NORTH 25°31'33" WEST 25.00 FEET; (8) NORTH 25°47'38" WEST 24.91 FEET; (9) NORTH 18°32'37" WEST 24.89 FEET; (10) NORTH 08°36'39" WEST 25.74 FEET; (11) NORTH 33" WEST 25.00 FEET; (8) NORTH 25°47'38" WEST 24.91 FEET; (9) NORTH 18°32'37" WEST 24.89 FEET; (10) NORTH 08°36'39" WEST 25.74 FEET; (11) NORTH WEST 25.00 FEET; (8) NORTH 25°47'38" WEST 24.91 FEET; (9) NORTH 18°32'37" WEST 24.89 FEET; (10) NORTH 08°36'39" WEST 25.74 FEET; (11) NORTH 38" WEST 24.91 FEET; (9) NORTH 18°32'37" WEST 24.89 FEET; (10) NORTH 08°36'39" WEST 25.74 FEET; (11) NORTH WEST 24.91 FEET; (9) NORTH 18°32'37" WEST 24.89 FEET; (10) NORTH 08°36'39" WEST 25.74 FEET; (11) NORTH 37" WEST 24.89 FEET; (10) NORTH 08°36'39" WEST 25.74 FEET; (11) NORTH WEST 24.89 FEET; (10) NORTH 08°36'39" WEST 25.74 FEET; (11) NORTH 39" WEST 25.74 FEET; (11) NORTH WEST 25.74 FEET; (11) NORTH 00°30'17" WEST 25.29 FEET; (12) NORTH 20°41'08" EAST 10.67 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 11; THENCE ALONG SAID NORTH LINE (13) 17" WEST 25.29 FEET; (12) NORTH 20°41'08" EAST 10.67 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 11; THENCE ALONG SAID NORTH LINE (13) WEST 25.29 FEET; (12) NORTH 20°41'08" EAST 10.67 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 11; THENCE ALONG SAID NORTH LINE (13) 08" EAST 10.67 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 11; THENCE ALONG SAID NORTH LINE (13) EAST 10.67 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 11; THENCE ALONG SAID NORTH LINE (13) SOUTH 87°06'04" EAST 15.70 FEET TO THE POINT OF BEGINNING. 04" EAST 15.70 FEET TO THE POINT OF BEGINNING. EAST 15.70 FEET TO THE POINT OF BEGINNING. AND TOGETHER WITH A PORTION OF GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST MARTIN COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED BY METE AND BOUNDS AS FOLLOWS: BEGIN AT THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE S89°49'23"W ALONG THE NORTH LINE OF AID SECTION 5 FOR 96.59 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE BEING 50.00 FEET NORTHEASTERLY OF, AS MEASURE AT RIGHT ANGLES AND PARALLEL TO THE CENTERLINE OF RAILROAD TRACKS AS LAID OUT AND IN USE (12/12/02) AND HAVING A TANGENT BEARING OF S35°52'01"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID PARALLEL CURVE HAVING A RADIUS OF 702.22 FEET AND A CENTRAL ANGLE OF 10°27'28" FOR 128.17 FEET TO A POINT OF TANGENCY; THENCE S46°19'29"E FOR 16.33 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE ST. LUCIE RIVER; THENCE MEANDER ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING FOUR (4) COURSES: (1) N08°26'25"E FOR 25.24 FEET; (2) N00°49'02"W FOR 22.74 FEET; (3) N05°58'57"E FOR 31.58 FEET; (4) N01°50'29"E FOR 28.95 FEET TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID SECTION 5 THENCE S89°49'23"W FOR 6.96 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 6,018 SQUARE FEET MORE OR LESS.

EXHIBIT B – LOCATION MAP



**WITH TREE LOCATIONS
AND SUBSURFACE SCANNING
FOR: MIDDLE ISLAND MANAGEMENT
AND DEVELOPMENT, LLC.**



SURVEYORS STATEMENT

THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 887694 WITH AN EFFECTIVE DATE OF MAY 27, 2020 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.

SURVEYORS CERTIFICATION

THIS IS TO CERTIFY, TO THE HEREON NAMED PARTIES, THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES PLOTTABLE ITEMS OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 17, 2020.

PUBLIC RECORDS INFORMATION

ALL IF THE RECORDING INFORMATION CONTAINED HEREON REFERS TO THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREON TO A OFFICIAL RECORD BOOK AND PAGE OR INSTRUMENT NUMBER IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

PROPERTY ADDRESS

75 NORTH WEST FLAGLER AVE, STUART, FLORIDA 33494

CERTIFIED TO

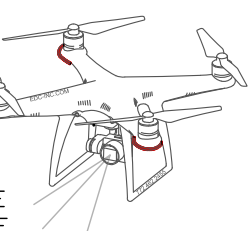
1. MIDDLE ISLAND MANAGEMENT AND DEVELOPMENT LLC
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
3. RUMBERGER, KIRK & CALDWELL, P.A.
4. GUNSTER, YOAKLEY & STEWART, P.A.
5. BRP US, INC.

SUBSURFACE NOTES & REPORT:

1. SUBSURFACE LOCATIONS SHOWN HEREON WERE MARKED BY DIG SAFE FIRST, LLC., A SUB-CONSULTANT TO EDC-INC.
2. SUBSURFACE LOCATIONS WERE COMPLETED ON AUGUST 13, 2020.
3. SUBSURFACE MAPPING WAS COMPLETED BETWEEN AUGUST 14 AND AUGUST 17, 2020.
4. LOCATIONS REFLECTED ARE THOSE THAT WERE ACCESSIBLE AT TIME OF WORK. ACCESS TO INTERIOR ELECTRICAL, COMMUNICATIONS, MECHANICAL AND PUMP ROOMS WAS LIMITED AS WELL AS ACCESS TO THE TOWER BASE.
5. CLIENT TO BE ADVISED AND AWARE THAT LIMITATIONS EXIST IN LOCATING NON-METALLIC MATERIALS AND UTILITIES WITHOUT TRACEABLE WIRE ATTACHED (MATERIALS SUCH AS, BUT NOT LIMITED TO, FIBER OPTIC CABLES, PLASTIC PIPE, ETC.).
6. DUE TO VARIANCES IN EQUIPMENT, SOIL AND SITE CONDITIONS, NO DEPTHS WERE PROVIDED.

FLIGHT NOTES & REPORT:

1. THIS SITE WAS FLOWN DURING AUGUST 16, 2020, UTILIZING A DJI PHANTOM 4 PRO SERIES DRONE, WITH DRONE DEPLOY VERSION 2.56.1 FOR FLIGHT PLANNING AND POST PROCESSING.
2. THE FLIGHT WAS CONDUCTED BY CERTIFIED REMOTE PILOT NO. 4297810.
3. HORIZONTAL CONTROL STATEMENT: MAP BASED UPON NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA STATE PLANE PROJECTION, EAST ZONE, U.S. SURVEY FEET, FL83-EF UTILIZING EPSG CODE 2236. USED FOUNDATION CONTROL POINTS, STATE RIGHT OF WAY POINTS, NASS LOCATION AND/OR SECTIONAL AREA KEYWAY, USED AS PART OF THE MAPPING PROCESS. DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
4. MEASUREMENTS OF DISTANCE, AREA AND VOLUME WITHIN THE MAP ARE ACCURATE TO WITHIN 1% OF THE MEASURED DISTANCE. MAP MEASUREMENTS ARE WITHIN 1-3% OF GROUND-BASED MEASUREMENTS.
5. FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE PHOTOGRAPHY AND ARE SUBJECT TO PHOTOGRAPHIC QUALITY. AREAS DEGRADED OR "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
6. RELATIVE ACCURACY:
a. GROUND SAMPLING DISTANCE (GSD) RANGE = 0.02"/PIXEL
b. TOTAL (RMSE) X: 0.007" = Y: 0.005" = Z: 0.007"
- 



ACREAGE BREAKDOWN

- 1) LANDS ABOVE MEAN HIGH WATER LINE (UPLANDS) CONTAINS 302,216± SQUARE FEET, 6.9± ACRES.
- 2) LANDS BELOW MEAN HIGH WATER LINE, NOT INCLUDING LEASEHOLD PARCEL
CONTAINS: 94,373± SQUARE FEET, 2.17 ± ACRES.
- 3) LEASEHOLD PARCEL CONTAINS: 36,000± SQUARE FEET, 8.2± ACRES.

ABBREVIATION AND SYMBOL LEGEND

(C)	CALCULATED	D.E.	DRAINAGE EASEMENT
(D)	DEED	DIA	DIAMETER
(M)	FIELD MEASURED	DIP	DUCTILE IRON PIPE
(P)	PLAT DATA	E	EAST OR EASTING
AL	ARC LENGTH	EHH	ELECTRIC HAND HOLE
ASPH	ASPHALT	EL	ELEVATION
BFP	BACK FLOW PREVENTER	ELEV	ELEVATION
BM	BENCHMARK	EOW	EDGE OF WATER
BPM	BURIED WATER LINE MARKED BY OTHERS	F.B.P.E.	FLORIDA BOARD OF PROFESSIONAL ENGINEERS
BST	BELL SOUTH TELEPHONE	F.F.E.	FINISHED FLOOR ELEVATION
C.D.	CHORD DISTANCE	F.O.	FIBER OPTIC
CCCL	COASTAL CONSTRUCTION CONTROL LINE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CCR	CERTIFIED CORNER RECORD	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
CL	CENTERLINE	FM	FORCE MAIN
CLF	CHAIN LINK FENCE	FND	FOUND
CM	CONCRETE MONUMENT	FOHH	FIBER OPTIC HAND HOLE
CMP	CORRUGATED METAL PIPE	FP&L	FLORIDA POWER AND LIGHT
CONC	CONCRETE	FT	FOOT
CPP	CONCRETE POWER POLE	GCP	GROUND CONTROL POINTS
D.B.	DEED BOOK	GIS	GEOGRAPHIC INFORMATION SYSTEMS

Y	BURIED SANITARY LINES MARKED BY OTHERS	N.R.	NON RADIAL
Y	GAS VALVE	N/A	NOT AVAILABLE
WPE	HIGH DENSITY POLYETHYLENE PIPE	N/D	NON DESCRIPT NAIL AND DISK
W	HOG WIRE FENCE	NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
W.R.C.	INDIAN RIVER COUNTY	NGVD 29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
W	INCH		NUMBER
W	INVERT	O.R.B.	OFFICIAL RECORDS BOOK
W	IRON PIPE	OHW	OVER HEAD WIRES
W	IRON ROD	OPM	BURIED COMMUNICATION LINES MARKED BY OTHERS
W/C	IRON ROD AND CAP	P.B.	PLAT BOOK
	LENGTH	P.B.C.	PALM BEACH COUNTY
A.E.	LIMITED ACCES EASEMENT	P.C.C.	POINT OF CURVATURE
C.	MARTIN COUNTY	P.C.C.	POINT OF COMPOUND CURVE
AG NAIL	MAG BRAND NAIL	P.O.B.	POINT OF BEGINING
AG/D	MAG BRAND NAIL AND DISK	P.O.C.	POINT OF COMMENCEMENT
HWL	MEAN HIGH WATER LINE	P.O.T.	POINT OF TERMINUS
LWL	MEAN LOWER WATER LINE	P.T.	POINT OF TANGENCY
MONUMENT	MONUMENT	P.U.&D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
P	METAL PIPE	PCN	PARCEL CONTROL NUMBER
	NORTH OR NORTHING	PCP	PERMANENT CONTROL POINT

PG	PAGE	SO. FT.	SQUARE FEET	
PK NAIL	PARKER-KALON NAIL	STA	STATION	
PK/D	PARKER-KALON NAIL & DISK	SV	SEWER VALVE	
PLS	PROFESSIONAL LAND SURVEYOR	T.O.N.	TOP OF NUT	
PPM	BURIED IRRIGATION LINES MARKED BY OTHERS	TOB	TOB OF BANK/BERM	
PRM	PERMANENT REFERENCE MONUMENT	TOE	TOE OF SLOPE	
PSL	PORT SAINT LUCIE, FLORIDA	TSCR	TRAFFIC SIGNAL CONTROL BOX	
PVC	POLYVINYL CHLORIDE	TWNSHP	TOWNSHIP	
R	RADIUS	TYP	TYPICAL	
R/C	ROD AND CAP	U.E.	UTILITY EASEMENT	
R/W	RIGHT-OF-WAY	UNK	UNKNOWN	
RCP	REINFORCED CONCRETE PIPE	VCP	VITRIFIED CLAY PIPE	
RGE	RANGE	W	WEST	
RIS	COMMUNICATION RISER	WF	WOOD FENCE	
RLS	REGISTERED LAND SURVEYOR	WM	WATER METER	
RPM	BURIED ELECTRICAL LINES MARKED BY OTHERS	WPP	WOOD POWER POLE	
RTK	REAL TIME KINEMATIC	WV	WATER VALVE	
S	SOUTH	X 0.0	TOPOGRAPHIC DATA ON A SOFT SURFACE	
S.L.C.	ST. LUCIE COUNTY	X 0.00	TOPOGRAPHIC DATA ON A HARD SURFACE	
SEC	SECTION	YPM	BURIED GAS LINE MARKED BY OTHERS	

TREE LEGEND

AG No	TYPE	SIZE (INCHES)
N.A.	PALM 20	20
N.A.	PALM	15
707	PALM	18
708	PALM	18
709	PALM	18
710	PALM	18
N.A.	UNKNOWN	36
712	PALM 15	15
713	PALM 15	15
714	PALM 8	8
715	PALM 10	10
716	PALM 8	8
717	PALM	12
718	PALM	14
719	PALM	12
720	PALM	14
721	PALM	10
722	PALM	14
723	PALM	12
724	PALM	15
725	PALM	14
726	PALM	12
727	PALM	14
728	PALM	8
729	PALM	12
730	PALM	10
731	PALM	12
732	PALM	15
734	PALM	12
735	PALM	10
736	PALM	12
737	PALM	14
738	PALM	12
739	PALM	12
740	PALM	12
741	PALM	12
742	PALM	14
743	PALM	16
745	PALM	15
746	PALM	12
748	PALM	8
749	PALM	8
747	PALM	12
751	PALM	10
739	PALM	12
740	PALM	12
742	PALM	12
741	PALM	12
753	PALM	15
754	PALM	14
10420	PALM	18
10421	PALM	18
10422	PALM	30
10423	PALM	30

SURVEYORS NOTES

- REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN CONSENT OF ENGINEERING CONSULTANTS, INC., THE FLOOD INSURANCE RATE MAP PREPARED BY ENGINEERS AND ARCHITECTS, ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
- CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY THE CLIENTS AND/OR THEIR AGENTS. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENTS, ENCROACHMENTS OR MURPHY ACT DECREES. A FORMAL TITLE COMMITMENT WAS PROVIDED FROM OLD REPUBLIC TITLE INSURANCE COMPANY.
- SUBSURFACE IMPROVEMENTS, INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE MARKED BY A "TYPICAL" LOCATION OF EXISTING UTILITIES. NO FIELD VERIFICATION OF ANY OF THESE UTILITIES OR GUARANTEES TO THE ACCURACY OF THE MARKINGS. SEE SUBSURFACE NOTES AND REPORT PORTION OF THIS PAGE.
- THE LAST DATE OF FIELD WORK WAS AUGUST 25, 2021.
- REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
- BEARINGS, IF SHOWN HEREON, ARE BASED UPON NORTH AMERICAN DATUM OF 1983. FLOOD PLANE PROJECTION PER THE LINE LABELED HEREON AS "BEARING BASIS" AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
- IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL BE USED FOR LOCATING OF ANY NEW CONSTRUCTION ON THE LOCALITY.
- THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
- THE SURVEY MAY SHOW HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE SURVEYSORS DURING THE COURSE OF THE SURVEY.
- THE HEREON DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA OF MINIMAL FLOODING, FLOOD HAZARD ZONE DESIGNATIONS "AE-5", "AE-6" "VE-B" ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 12085C0134H, EFFECTIVE DATE FEBRUARY 19, 2020.
- PORTIONS OF LOTS 11-13 AND 27-28 EXTEND TO THE WATERS EDGE OF THE ST. LUPIE RIVER.
- PARCEL HAS A PHYSICAL ACCESS POINT TO NORTH FLAGLER AVENUE AS SHOWN.
- THE PUBLISHED PHYSICAL ADDRESS FOR THIS PROPERTY IS 75 NORTHWEST FLAGLER AVENUE PER THE MARTIN COUNTY PROPERTY APPRAISER.
- ALL AVAILABLE ABOVE GROUND UTILITIES SHOWN HEREON.
- ITEMS NOTED WITH "REFERENCE" REFERS TO A SURVEY PREPARED OTHERS, DATED DECEMBER 2003, AS SUPPLIED BY CLIENT.
- ALL ABOVE GROUND PARCEL IMPROVEMENTS ARE SHOWN.
- SURVEY METHODS, INCLUDING THE UTILIZATION OF LIDAR, DRONE, RTK GPS, ROBOTIC, AND/OR TRADITIONAL METHODS WAS USED DURING THIS SURVEY. A REDUNDANCY OF MEASUREMENTS ARE USED TO VERIFY DATA. RELATIVE HORIZONTAL ACCURACY OF THE FEATURES SHOWN ARE ESTIMATED TO BE BETWEEN 0.05' TO 0.15'+.
- AERIAL DATA, IF SHOWN, PROVIDED BY THE FDOT AERIAL PHOTO LOOKUP SYSTEM.
- ALL LANDS DESCRIBED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS AND ARE FREE OF ANY GAPS AND ENCROACHMENTS.
- ITEMS NOTED WITH "REFERENCE" REFERS TO A SURVEY PREPARED OTHERS, DATED DECEMBER 2003, AS SUPPLIED BY CLIENT.
- ALL ABOVE GROUND PARCEL IMPROVEMENTS ARE SHOWN.
- SURVEY METHODS, INCLUDING THE UTILIZATION OF LIDAR, DRONE, RTK GPS, ROBOTIC, AND/OR TRADITIONAL METHODS WAS USED DURING THIS SURVEY. A REDUNDANCY OF MEASUREMENTS ARE USED TO VERIFY DATA. RELATIVE HORIZONTAL ACCURACY OF THE FEATURES SHOWN ARE ESTIMATED TO BE BETWEEN 0.05' TO 0.15'+.
- AERIAL DATA, IF SHOWN, PROVIDED BY THE FDOT AERIAL PHOTO LOOKUP SYSTEM.
- MEASURED BEARINGS AND DISTANCES, DEPICTED WITH AN (M), ALONG THE PARCEL 4, WAS CALCULATED UTILIZING THE CURRENT LOCATION OF THE EXISTING BREAKWATERS AND SEAWALLS AS INTENDED BY THE VERBAGE PRESENTED IN TIFF DEED, AS RECORDED IN O.R. BOOK 142, PAGE 411.
- MEASURED BEARINGS AND DISTANCES, DEPICTED WITH AN (M), ALONG THE LEASEHOLD PARCEL, WAS CALCULATED UTILIZING THE CURRENT LOCATION OF THE EXISTING BREAKWATERS AS INTENDED BY THE VERBAGE PRESENTED IN THE INSTRUMENT OF CONVEYANCE, SUBJECT MATTER OF THE DEED, RECORDED IN O.R. BOOK 04-241985.
- PARCELS 1, 2, 3, 4, 5, AND THE LEASEHOLD PARCEL ARE CONTIGUOUS, WITHOUT ANY GAPS, CORES, OR HIATUSSES
- ALL LANDS DESCRIBED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS AND ARE FREE OF ANY GAPS AND ENCROACHMENTS.
- ALL CHAINLINK FENCES ARE LOCATED WITHIN THE BOUNDARY LIMITS AND DO NOT CROSS THE BOUNDARY LINES.
- THE CORNER LOCATION AND WIDTH PROVIDED BY REGULATORY DIVISION, PALM BEACH GARDENS OFFICE, U.S. ARMY CORPS OF ENGINEERS.

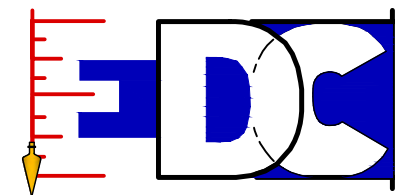
<i>LINE TABLE</i>		
LINE NUMBER	BEARING	DISTANCE
L-1	N16°11'44"E	24.19'
L-2	N06°20'23"W	25.81'
L-3	N01°18'59"W	23.68'
L-4	N02°54'29"E	17.79'
L-5	S84°20'52"	15.87'
L-6	S02°21'48"	59.04'
L-7	N09°37'06"	11.44'
L-8	N13°25'06"E	14.46'
L-9	N12°54'57"E	27.03'
L-10	N07°22'05"E	36.86'
L-A	N19°00'42"W	25.03'
L-B	N25°31'33"W	25.00'
L-C	N25°47'38"W	24.91'
L-D	N18°32'37"W	24.89'
L-E	N08°36'39"W	25.74'
L-F	N00°30'17"W	25.29'
L-G	N20°41'08"E	10.67'
L-H	S87°06'04"E	15.70'

GROUND CONTROL

NORTHING	EASTING	ELEVATION	ID
1044945.546	896336.592	2.818	GCP-3
1044778.302	896356.176	3.011	GCP-4
1044863.133	896510.903	2.566	GCP-5
1044763.476	896682.49	4.294	GCP-6
104469.56	89591.108	4.243	GCP-7
1044545.931	896358.805	3.691	GCP-8
1045234.762	896548.159	2.285	GCP-9
1045097.03	896536.754	2.362	GCP-10
1045100.67	896792.902	2.528	GCP-11
1044663.532	896762.153	2.528	GCP-12
1044790.117	896172.485	2.35	GCP-14
104601.997	896194.261	3.412	GCP-15
1044271.028	896303.157	8.792	GCP-16
1044895.443	896115.123	7.799	GCP-17
1045249.313	896285.083	2.157	GCP-18
1045217.519	896206.775	7.059	GCP-19

	= BACK FLOW PREVENTER		= HYDRANT		= VALVE
	= BENCHMARK		= LIGHT POST		= WATER SERVICE METER
	= CATCH BASIN		= METAL UTILITY POLE		= WOOD UTILITY POLE
	= COMM OR POWER VAULT		= MONITORING WELL		= AIR RELEASE VALVE
	= CONCRETE UTILITY POLE		= OVERHEAD WIRE		= FPL MANHOLE
	= ELECTRIC HAND HOLE		= SIGN		= COMMUNICATION MANHOLE
	= EXISTING ELEVATION		= STREET LIGHT		= SANITARY MANHOLE
	= GUY WIRE ANCHOR		= UNDETERMINED HANDHOLD		= STORMWATER DRAINAGE MANHOLE
	= HANDICAP		= UNDETERMINED RISER		= UNKNOWN DRAINAGE MANHOLE

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556



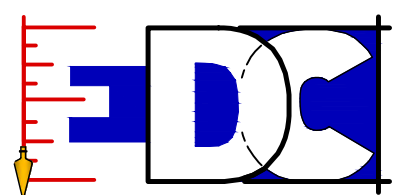
**10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987**
 **772-462-2455**
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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

		CANTON	
		DRAWN BY	
		OWN	
		CHECKED BY	
		20-280	
		FILENAME	
		SHEET 1	
		LAYOUT	
		NO SCALE THIS SHEET	
		SCALE	
		AUGUST 18, 2020	
		DATE	

DATE	REVISION COMMENTS
3/7/22	ADDED MANGROVE LOCATION IN DETAIL ON SHEET 3 OF 3
9/1/21	UPDATED SURVEY AND ADDED PORTIONS OF GOVERNMENT LOT 3
10/26/21	ADDED BOUNDARY INFO FOR A PORTION OF GOVERNMENT LOT 3
8/25/2021	

**BOUNDARY AND
TOPOGRAPHIC SURVEY
WITH TREE LOCATIONS
AND SUBSURFACE SCANNING
FOR: MIDDLE ISLAND MANAGEMENT &
DEVELOPMENT, LLC.**

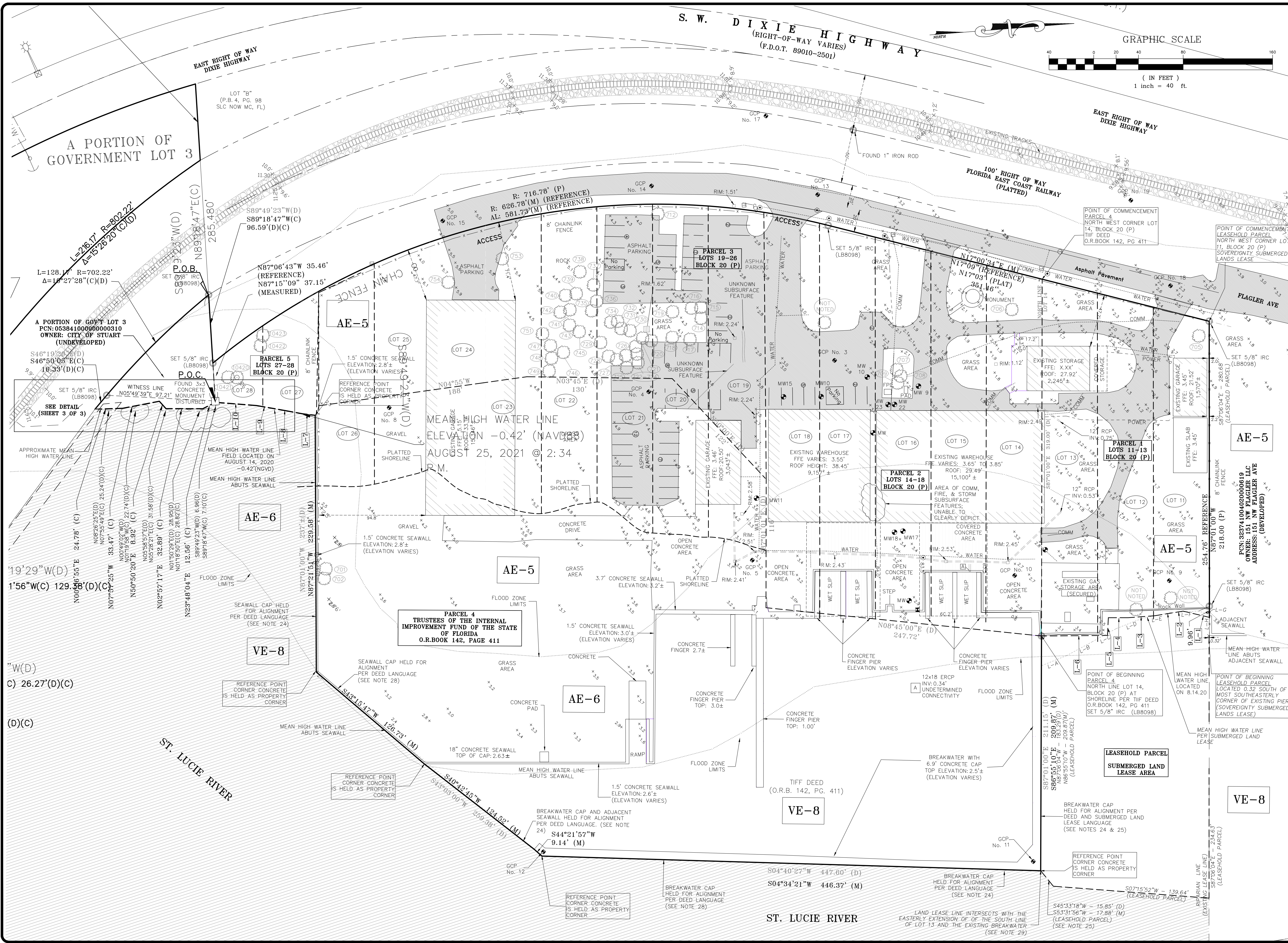


**10250 VILLAGE PARKWAY
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20-290

1 OF 2

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CANTON	DRAWN BY	CHECKED BY	FILE NAME	SHEET 2	LAYOUT	AS SHOWN	SCALE	DATE

BOUNDARY AND TOPOGRAPHIC SURVEY WITH TREE LOCATIONS AND SUBSURFACE SCANNING FOR: MIDDLE ISLAND MANAGEMENT & DEVELOPMENT, LLC.

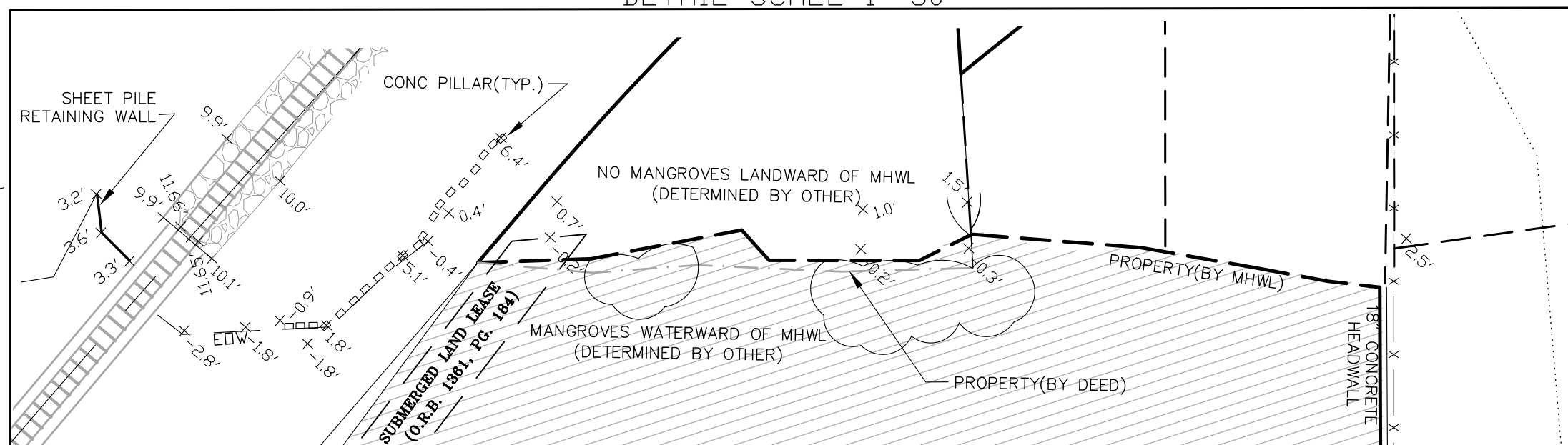
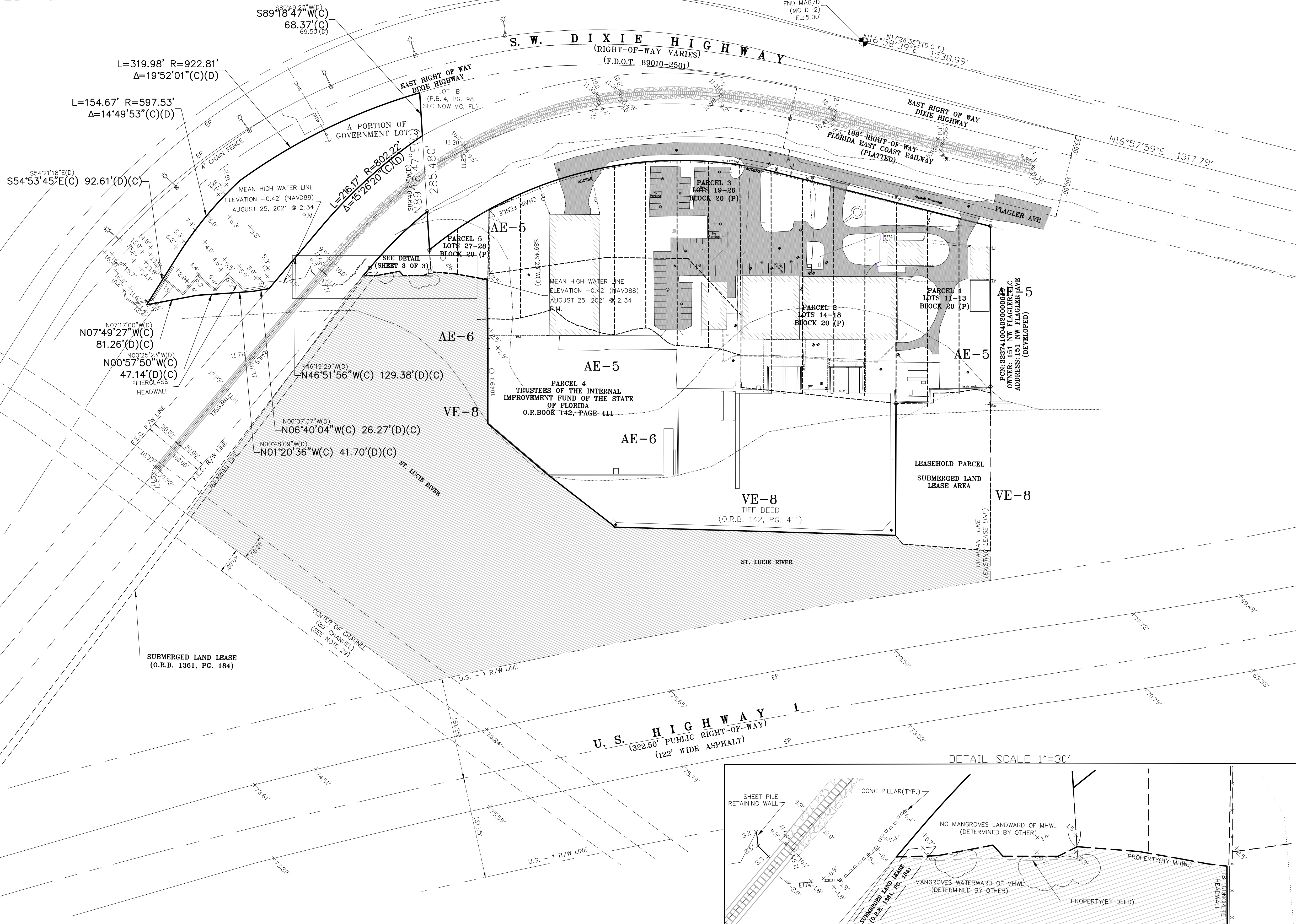
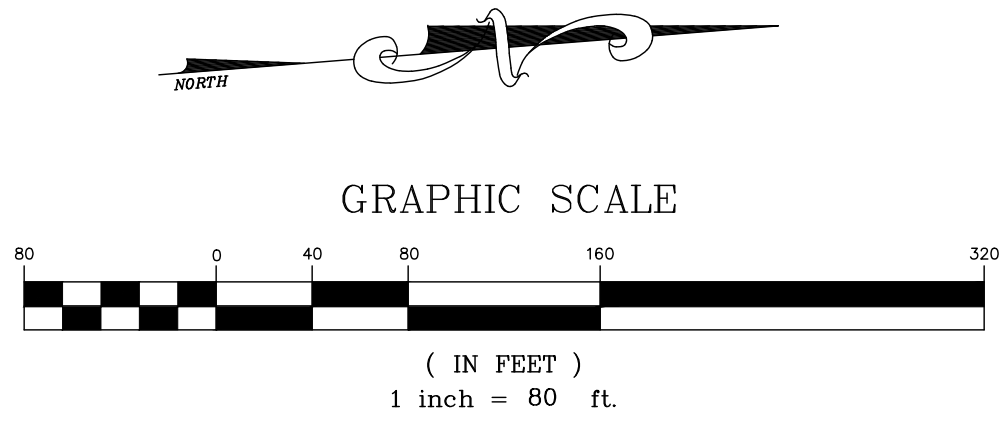
STUART, FLORIDA
MARTIN COUNTY

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UNIT 201
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2 OF 2

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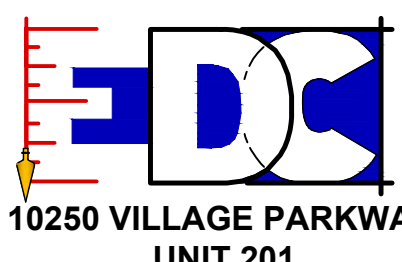
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CANTON	DRAWN BY
DATE	DATE
FILE NAME	FILE NAME
SHEET 2	SHEET 2
LAYOUT	LAYOUT
AS SHOWN	AS SHOWN
SCALE	SCALE
AUGUST 18, 2020	AUGUST 18, 2020

9/1/20	ADDED TANGROVE LOCATION IN DETAIL ON SHEET 3 OF 3
11/10/21	ADDED TOPIC INFO IN DETAIL ON SHEET 3 OF 3
10/10/21	UPDATED SURVEY ASIN ADDED PORTIONS OF GOVERNMENT LOT 3
9/25/2021	ADDED BOUNDARY INFO FOR A PORTION OF GOVERNMENT LOT 3
DATE	REVISION COMMENTS

ALTANSPS LAND TITLE SURVEY
WITH TOPOGRAPHY, TREE LOCATIONS
AND SUBSURFACE SCANNING
FOR: MIDDLE ISLAND MANAGEMENT &
DEVELOPMENT, LLC.

STUART, FLORIDA



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20-290

3 OF 3



Atlantic Point Marina

Staff Report

A. Application

Applicant	Jeffrey Hardin, Middle Island Management & Development LLC
Property Owner	Middle Island Management & Development LLC
Agent for Applicant	Donald J. Cuozzo Planning Solutions, Inc.
Project Manager	Don Cuozzo
Date of Report	May 3, 2022

B. Project Description

The intent of this application is to propose a Small-Scale Future Land Use Amendment to Marine Industrial from the existing designation of Industrial. The zoning will remain as Industrial.

The property is located east of N Dixie Highway and NW Flagler Avenue, west of St. Lucie River and NW Federal Highway and east of the FEC railway line, in Stuart, Florida. The parcel site is approximately 10.81 +/- acres with dry land area consisting of 7.86 +/- acres, the proposal site including 7.0-acres, and a right of way donation of 0.86-+/- acres, located west of SE Federal Highway.

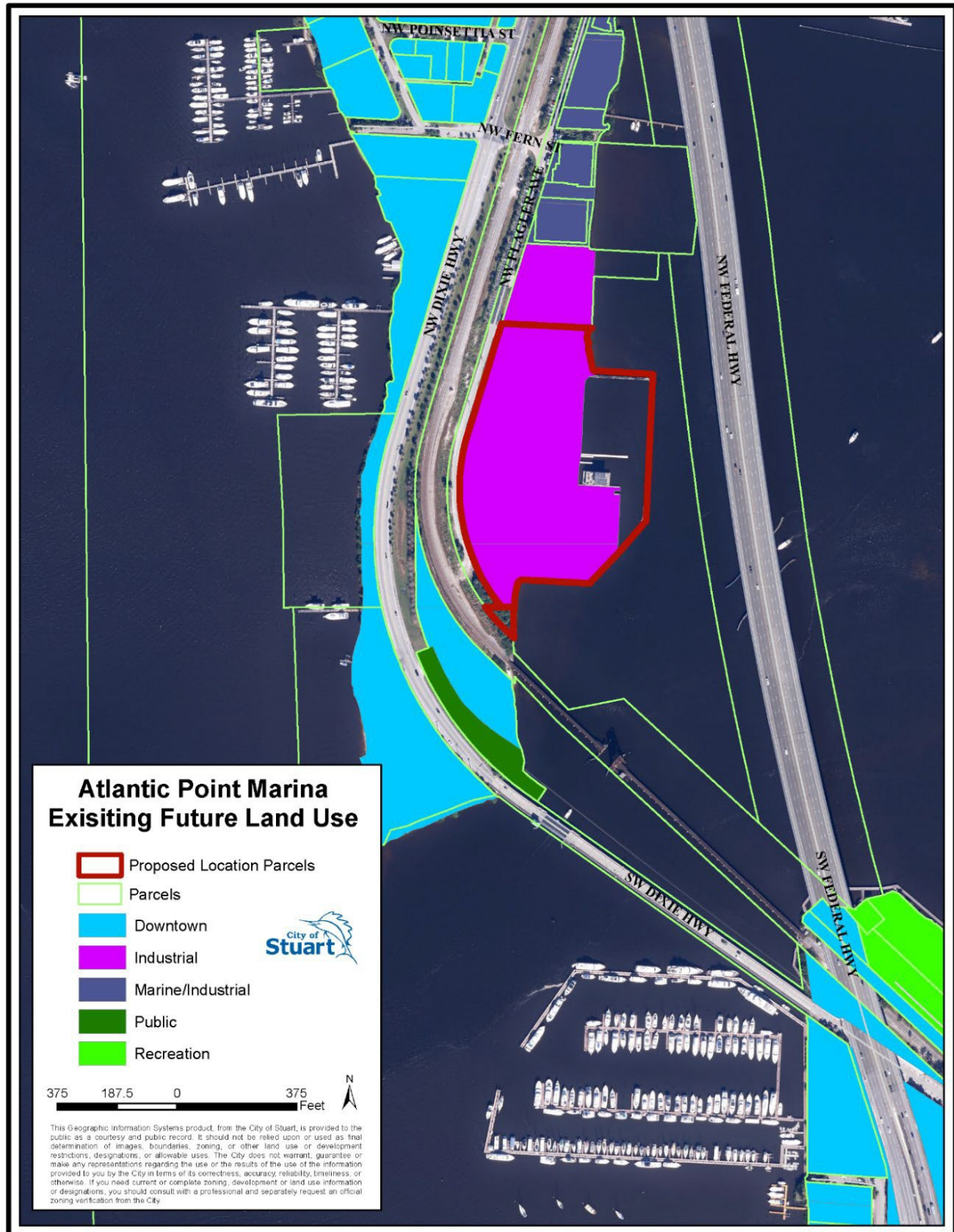
The property is zoned Industrial and has a Land Use of Industrial and is located within the Community Redevelopment Area.

Currently the property accommodates a large boat storage warehouse facility and a covered commercial canopy building built dating back to the 1930's and 1960's. Middle Island Management & Development, LLC recently purchased the property with the intent of introducing an effective and economically viable reuse.

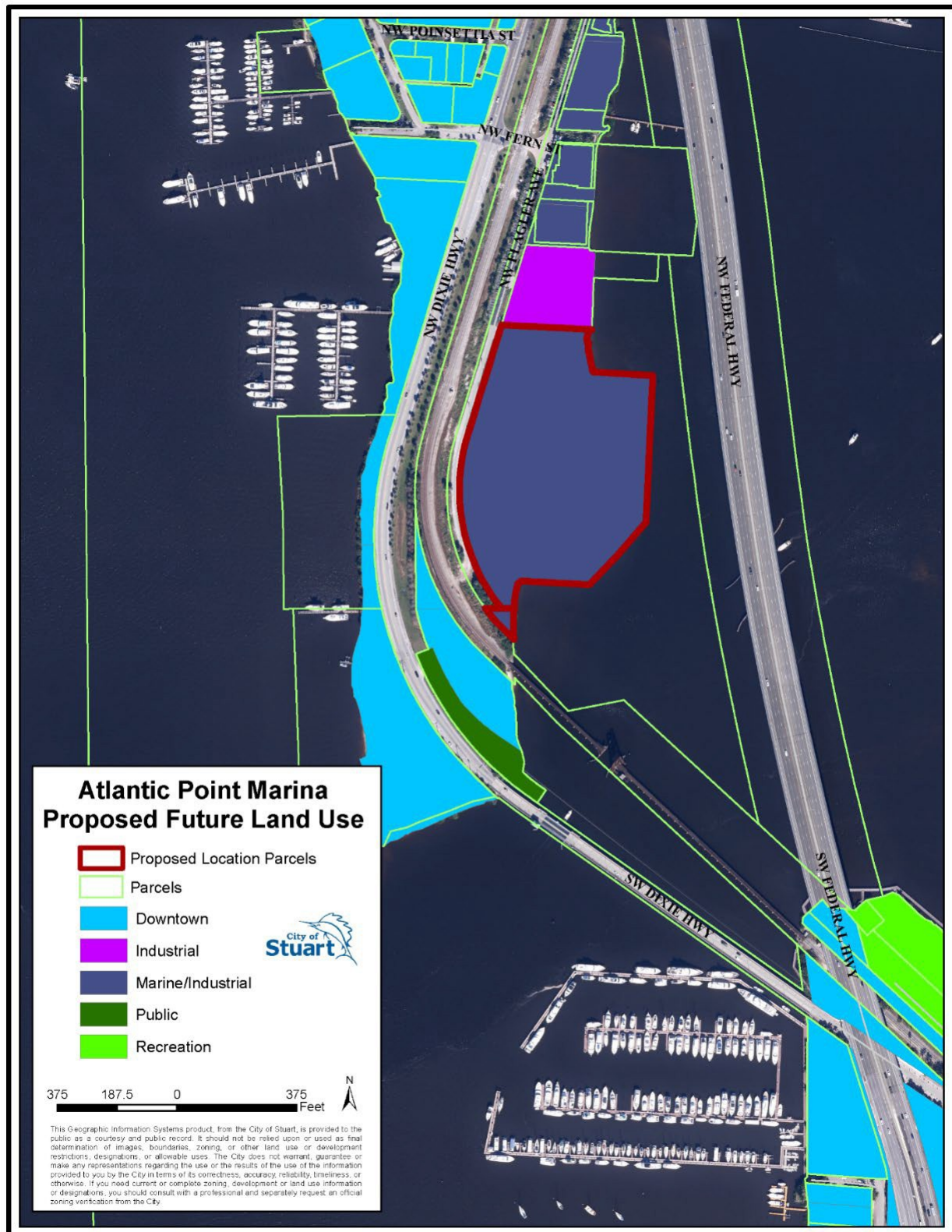
Land Use & Zoning Analysis

Existing Land Use Site	Industrial
Existing Land Use Adjacent Properties	
North	FEC Rail & Downtown FLU
South	FEC Rail & Downtown
East	St. Lucie River & NW Federal Highway
West	NW Flagler Highway, FEC Rail N Dixie Highway & Downtown FLU
Existing Zoning Site	Industrial
Existing Zoning Adjacent Properties	
North	FEC Rail & Industrial Further north Urban Waterfront
South	FEC Rail & Urban Waterfront
East	St. Lucie River & NW Federal Highway
West	Urban Waterfront
Site and surroundings within City of Stuart CRA	
Existing Uses Site	
	Storage Warehouse, Commercial Canopy Ancillary buildings & Outboard test center/boatyard
Proposed Uses Site	To be determined
Existing Uses Adjacent	
North	151 NW FLAGLER, LLC Marina with 3 buildings.
	Harborage Yacht – 4 stories (approx. 60' tall) residential condos Mixed use office/residential/commercial buildings – 4 stories (approx. 60' tall)
South	City of Stuart vacant land FEC Rail
East	St. Lucie River NW Federal Highway
West	NW Flagler Avenue FEC Rail NW Dixie Highway Marina
City Approvals - Capacity	FIRE SANITATION POLICE
Staff Recommendation	The proposal will be reviewed against the City's Comprehensive Plan

Existing Land Use



Proposed Land Use



D. Determination of compliance with Comp Plan

Future Land Use

The subject property is located within the City of Stuart Community Redevelopment Area. The existing Industrial zoning designation on the property and Industrial future land use designation are consistent with the comprehensive plan and land development code provisions. The existing buildings and previous uses currently on the subject property are considered permitted based on the structures and activities pre-dating the code.

The Industrial future land use category includes provision for land uses and activities predominantly connected with manufacturing, assembly, processing, packaging, research, or storage of products. Additional permitted uses in such areas include warehousing, wholesale activity, machine repair, and limited indoor retail sales and professional and other offices. The Industrial land use designation does not specifically reference restaurant or marina use within the Comp Plan policy language. To address this matter a request for consideration of a small-scale comp plan amendment to change the land use to Marine/Industrial Waterfront District will accommodate the proposal.

Marine/Industrial: Waterfront district which permits continuation of industrial/marine uses while encouraging mixed use development including multi-family residential; commercial; office; lodging; marinas; and civic uses. Also, public facilities and electric distribution substations are allowed.

A long-range future land use analysis including a maximum buildout for Marine Industrial land use compared to the existing Industrial land use designation.

A maximum build out analysis has been completed in accordance with Comp Plan Table Element 1.A7.2. The gross site area of 471,182 sf was multiplied by 3, the applicable FAR number from Comp Plan for property with an Industrial future land use designation. Based on this calculation a total maximum square footage of 1,413,546 sf represents the maximum build out for a property with an Industrial future land use.

The same calculation applies to the property if it was designated Marine Industrial future land use as the Comp Plan table applies the same FAR of 3 in CRA for both land use designations. Providing the same maximum build out for Industrial/Manufacturing/warehouse facilities. Residential analysis was applied to the Marine/Industrial land use designation with a maximum threshold of up to 25% residential based on 15 dwelling units per acre. Residential density for a property with a Marine Industrial flu – is calculated applying the maximum density allowed at 15 du/acre. Based on the 10.81 gross acreage that would be 237 units as a maximum. This calculation is made at the land use level to show maximums based on the table in the comp plan and does not factor in LDC code requirements.

A more reasonable approach was taken by the applicant's Traffic engineer and is as follows:

The current future land use is Marine Industrial use. The code allows for an FAR of 3.0. However, based on the buildable land area of 7.0 acres, the other restrictions in the code and standard development patterns result in an FAR of 0.5. There are many uses allowed within this land use but the worst case is High Cube Warehouse - Sort. Retail is not permitted as a primary use. Therefore, ITE Land Use Code 155 was used as a worst-case trip generation for the existing future land use.

The proposed future land use is Marine Industrial. The highest allowable use is LU 820 - Commercial Retail. The trip generation for the proposed future land use was retail shopping center. Retail use could not achieve an FAR of 3.0 based on typical uses and the code requirements. An FAR of 0.25 was used, resulting in 76,230 of retail.

Residential use is also allowed in Marine Industrial, but that does not represent worst case. Table 1 provides the comparison of the trip generation for the existing future land use as retail versus the proposed future land use as industrial. As shown, the AM peak hour would have fewer trips in the proposed condition and the PM peak hour would have 76 more peak hour trips. See table 1 in Land use traffic report attached to the agenda.

Consistency with the Comprehensive Plan

Chapter 1, CGMP Policy GOAL STATEMENT C establishes the future land use goal for the Community Redevelopment Area (CRA) [is] to maintain and strengthen the beauty, economic viability, cultural resources and social importance of the area. This shall be accomplished through mixed-use zoning, preservation of historic buildings, innovative zoning and land use regulations, demolition, reconstruction or substantial renovation of existing buildings and infrastructure, enhancement of marine resources, and other measures to promote urban redevelopment.

The proposal offers enhanced marine resources and includes a restaurant and ship store facility to promote effective and attractive urban redevelopment

Chapter 1, Policy C1.2. The City of Stuart shall continue to implement the Stuart Architectural Regulations which have been adopted based on the Stuart Urban Code for the CRA to regulate materials, colors, and landscaping for buildings. These regulations shall encourage traditional, durable construction with materials that age well and fit with the existing architectural heritage of Stuart.

The project has been designed to incorporate a site layout and building designs sympathetic to the property's location with the CRA and adjacent to St. Lucie River.

Chapter 1, Objective C3. - Urban redevelopment.

Revitalize the designated Urban Redevelopment Area (URA), including the CRA, by:

- A. Maintaining or increasing the amount of development and redevelopment.
- B. Maintaining or increasing the percentage of County-wide employment located in the URA and CRA and the City of Stuart as a whole.
- C. Reducing blight conditions as defined by F.S. § 163.340(8)(a) and (b).
- D. Achieving and maintaining a 90 percent occupancy rate of commercial and office spaces.
- E. Enhancing the City's marine resources.
- F. Promote pedestrian mobility throughout the CRA.

The reuse of the existing property by replacing all but one of the existing older buildings, with a modern and more practical mix of uses and appropriately marina scaled units, is consistent with the objectives of policy C3. As the site has been purchased by the applicant, approval of the proposal would achieve the retention and expansion of a marine based use, generating City-wide employment while being located within the City of Stuart CRA. Specifically enhancing the City's marine resources and promoting pedestrian mobility offering enjoyment of the water-based facilities at the Atlantic Point Marina.

Chapter 1, Policy C3.3. The City shall promote waterfront access through FLUE Objective A2 and its associated policies in order to increase the attractiveness and desirability of the CRA for new development and redevelopment.

The proposal, when completed, will achieve waterfront access in pedestrian, boat, and access to water within the heart of the CRA.

Chapter 1, Policy C3.5. The City shall promote compact urban form and discourage urban sprawl consistent with FLUE Objective B1 and Policy B1.1.

The property is a brownfield, infill project, replacing most of the older buildings and bringing the entire site up to date while introducing additional use and accessibility within an established urban area.

Chapter 1, Policy C3.12. The City of Stuart shall promote land use patterns which complement multiple modes of transportation, including transit, pedestrian and bicycle amenities, and marine transit such as ferries, water taxis and upland support facilities (e.g., designated anchorages, marinas, dinghy accommodations, canoe/kayak launches and the City's "blueways" program).

The proposed marina type facility is consistent with the objective, offering proposed uses very much water based, within half a mile of downtown Stuart.

Chapter 1, Objective A2. - [St. Lucie River access and views.] Enhance public access to and public views of the St. Lucie River waterfront through implementation of the following policies.

The proposed design, layout, and balance of uses included on the site plan provide opportunity to enhance and increase public access to the property.

Chapter 1, Objective B3. - Desirable pattern of land uses.

Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources, and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.

Chapter 1, Policy B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

The proposed land use is consistent with the existing pattern of development, compatible with surrounding established Marine/Industrial Waterfront District land use patterns to the north. Re-use of a property with a more effective site layout and mix of uses will add significant improvement in terms of design consistent with the Comprehensive Plan policies and objectives.

Chapter 9, ECONOMIC DEVELOPMENT ELEMENT GOAL STATEMENT - A The City will develop and maintain an economic environment that will encourage the creation, expansion and retention of business within city limits while maintaining a high quality of life for its residents.

Objective A1. - Retain existing businesses and attracting new businesses. Provide supporting services for the retention of existing businesses and attracting new businesses.

Effective retention of a marine related use and proposed reuse of the existing marine industrial site in the form of a new water-based marina type facility, and

introduction of a restaurant and ancillary uses, fosters marine industry related business expansion and retention in a central location of the City of Stuart CRA.

Policy A1.1. The city will seek to ensure the allocation of an appropriate quantity of lands that are desirable for commercial and industrial purposes to serve future growth needs of the City.

A proposal to amend the land use from Industrial to Marine/Industrial Waterfront District provides an opportunity for additional uses, not limiting a waterfront property to only industrial uses. The concurrent request to consider a major urban code conditional use request to accept restaurant and marina use on the property is consistent with the land use change to Marine Industrial and the Urban Code. Retaining employment-based use opportunities on the existing property and opening up opportunity for uses accessible for public enjoyment.

Policy A1.2. The city will seek to prioritize the development of sites with high visibility and direct access to major transportation corridors for targeted and other industries and uses that encourage job creation.

The proposed mix of uses will be well-served and accommodated with access to St. Lucie River, easy access to Okeechobee Waterway, the Intracoastal Waterway, and the Atlantic Ocean. Flagler Avenue is parallel to the subject property and easy access exists to Dixie Highway.

Policy A1.4. The city will encourage the designation and preservation of industrial land for industrial uses.

The request to amend the land use from Industrial to Marine/Industrial Marine/Industrial Waterfront District is consistent with the property location and the pattern of land use designations to the north. Rather than removing the Industrial land use designation, the comprehensive plan amendment provides the opportunity for the property to have a Marine/Industrial Waterfront District land use designation for additional commercial uses conducive with water-based activities.

The proposal is consistent with Comprehensive Plan Objective B1 – Compact Urban Form, in that the project discourages urban sprawl by facilitating urban redevelopment and infill development of properties. The proposed marina/boat barn and restaurant facilities are considered suitable modern replacements for the existing uses on the subject property, while retaining a dependence as a water-based boat industry use in the heart of the CRA.

The development of a marina facility with boat barn and a restaurant in this part of the City of Stuart plans well for urban infill and redevelopment of lands and achieves a compact urban form of development. The project is also consistent with Comprehensive Plan Objective B3. Desirable pattern of land uses. The proposal will enhance the pattern of development in a way that is compatible and convenient to City residents, businesses and visitors and avoids inappropriate or wasteful use of land.

Sec. 11.01.07. "Small scale" comprehensive plan map amendment application.

- B. *Pre-application conference: DATE: July 23, 2021*
- C. *Application submittal: DATE: August 2, 2021*
- D. *Compliance Complete: DATE: September 22, 2021*
- E. *Report to the local planning agency. DATE: April 14, 2022*
- F. *Local planning agency public hearing notice and posting. DATE: March 30, 2022*
- G. *Local planning agency public hearing.*
 - a. The existing land use pattern; **INDUSTRIAL & MARINE/INDUSTRIAL. REFER TO STAFF REPORT.**
 - b. The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications; **ADJACENT TO INDUSTRIAL WHICH IS PROPOSED TO BE MARINE/INDUSTRIAL FUTURE LAND USE. THE REQUEST IS CONSISTENT WITH THESE ESTABLISHED LAND USE PATTERNS AND WATER-BASED DEVELOPMENTS WITHIN THE CRA AND A MIX OF USES INCLUDING COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL USES.**
 - c. The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities, and streets; **THE PROPOSED USE WILL NOT ADD TO THE POPULATION DENSITY PATTERN. IN ADDITION, A DEVELOPMENT PLAN WILL BE REQUIRED TO DEMONSTRATE THE IMPACT OF THE PROPOSED AMENDMENT ON THE DENSITY PATTERN AND IMPACT UPON PUBLIC FACILITIES.**
 - d. The possible overloading of the city's sewage collection, treatment, and disposal facilities; **THE PROPOSED FUTURE LAND USE OF MARINE/INDUSTRIAL DOES NOT INCREASE THE MAXIMUM DEVELOPMENT POTENTIAL OVER THE PRESENT FUTURE LAND USE OF INDUSTRIAL FUTURE LAND USE. ALSO, REFER TO THE CONFIRMATION OF CAPACITY LETTER FROM CITY'S UTILITIES DEPARTMENT. IN ADDITION, A DEVELOPMENT PLAN WILL BE REQUIRED TO DEMONSTRATE THE IMPACT OF THE PROPOSED AMENDMENT ON THE CITY'S SEWAGE COLLECTION, TREATMENT, AND DISPOSAL FACILITIES.**
 - e. The possible overloading of the city's drainage system; **THE PROPOSED FUTURE LAND USE OF MARINE/INDUSTRIAL DOES NOT INCREASE THE MAXIMUM DEVELOPMENT POTENTIAL OVER THE PRESENT FUTURE LAND USE OF INDUSTRIAL FUTURE LAND USE. IN ADDITION, A DEVELOPMENT PLAN WILL BE REQUIRED TO DEMONSTRATE THE IMPACT OF THE PROPOSED AMENDMENT ON THE CITY'S DRAINAGE SYSTEM.**
 - f. The existing classification boundaries in relation to existing conditions on the subject property; **THE EXISTING CONDITIONS OF A VACANT/DEMOLISHED MARINE WAREHOUSE ARE IN COMPLIANCE WITH THE EXISTING INDUSTRIAL FUTURE LAND USE.**
 - g. The existence of changed or changing conditions which make the passage of the proposed amendment necessary or appropriate; **THE ORIGINAL BUILDINGS CURRENTLY ON SITE WERE CONSTRUCTED IN THE 1930'S AND 1960'S. THE OPPORTUNITY TO DEMOLISH EXISTING BUILDINGS AND INTRODUCE MODERN, BOAT BARN, RESTAURANT, SHIP STORE, AND ANCILLARY USES AND OFFER WET AND DRY BOAT STORAGE AND OTHER AMENITIES, WILL OFFER AN EFFECTIVE REUSE OF THE PROPERTY. TO ACCOMMODATE SUCH A CHANGE A LAND USE AMENDMENT TO MARINE/INDUSTRIAL WATERFRONT DISTRICT AND A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO ALLOW THE MARINA AND RESTAURANT USE, IS REQUIRED. SUCH USES ARE ALLOWED WITHIN THE PROVISIONS OF THE CRA URBAN CODE.**

- h. The impact of the proposed amendment upon living conditions in the adjacent neighborhood; **A THE PROPOSED FUTURE LAND USE OF MARINE/INDUSTRIAL DOES NOT INCREASE THE MAXIMUM DEVELOPMENT POTENTIAL OVER THE PRESENT FUTURE LAND USE OF INDUSTRIAL FUTURE LAND USE. IN ADDITION, A DEVELOPMENT PLAN WILL BE REQUIRED TO DEMONSTRATE THE IMPACT OF THE PROPOSED AMENDMENT ON THE LIVING CONDITIONS.**
- i. The impact of the amendment upon the flow of light and air to adjacent areas; **A THE PROPOSED FUTURE LAND USE OF MARINE/INDUSTRIAL DOES NOT INCREASE THE MAXIMUM DEVELOPMENT POTENTIAL OVER THE PRESENT FUTURE LAND USE OF INDUSTRIAL FUTURE LAND USE. IN ADDITION, A DEVELOPMENT PLAN WILL BE REQUIRED TO DEMONSTRATE THE IMPACT OF THE PROPOSED AMENDMENT ON THE LIGHT AND AIR ON ADJACENT AREAS.**
- j. The impact of the proposed amendment upon property values in the adjacent area; **THE PROPOSED FUTURE LAND USE OF MARINE/INDUSTRIAL DOES NOT INCREASE THE MAXIMUM DEVELOPMENT POTENTIAL OVER THE PRESENT FUTURE LAND USE OF INDUSTRIAL FUTURE LAND USE. IN ADDITION, THE LOCATION IS IDENTIFIED AS A PREFERRED LOCATION FOR A MARINA UNDER THE MARTIN COUNTY BOAT FACILITIES SITING PLAN AND IS NOT CONSIDERED AS HAVING A DETRIMENTAL IMPACT UPON PROPERTY VALUES IN THE AREA.**
- k. The impact of the proposed amendment upon improvement or development of adjacent property in accordance with existing regulations; **THE PROPOSED FUTURE LAND USE OF MARINE/INDUSTRIAL ENHANCES THE LOCATION IS IDENTIFIED AS A PREFERRED LOCATION FOR A MARINA UNDER THE MARTIN COUNTY BOAT FACILITIES SITING PLAN AND WILL PROMOTE SIMILAR USES WITHIN THE LOCALITY. THE PROPOSED AMENDMENT IS CONSISTENT WITH PROPERTY FURTHER NORTH WHICH SHARES THE REQUESTED MARINE/INDUSTRIAL WATERFRONT DISTRICT FUTURE LAND USE. THE USE IS ALSO CONSISTENT WITH THE GOALS, OBJECTIVES, AND POLICIES OF THE COMP PLAN PERTAINING TO RETENTION AND EXPANSION OF MARINE BASED USES, ENCOURAGING ACCESS TO WATER, AND EMPLOYMENT GENERATING USE.**
- l. The existence of other adequate sites in the city for the proposed land use classifications already permitting such use. **THE LOCATION IS IDENTIFIED AS A PREFERRED LOCATION FOR A MARINA UNDER THE MARTIN COUNTY BOAT FACILITIES SITING PLAN. THERE ARE LIMITED LOCATIONS IDENTIFIED WITHIN THE CITY LIMITS, ONLY 12.6 ACRES EXIST IN THE CITY AT THE PRESENT TIME IN THE MARINE/INDUSTRIAL FUTURE LAND USE CATEGORY. THERE ARE APPROXIMATELY 109 ACRES AT PRESENT WITHIN THE INDUSTRIAL FUTURE LAND USE.**

FLU Checklist

Item	Criteria	Note
Topography	Condition/Sloping?	Refer to EDC submission 0 to 2 percent slopes
Wetlands	National Wetlands Inventory https://www.fws.gov/wetlands/data/mapper.html	As per Environmental Assessment Report by Drew Gatewood confirms this. “There are no State or Federally jurisdictional wetlands on the site as the site’s characteristics do not meet the minimum thresholds required for wetland classification”
Strategic Habitat Conservation Area	Florida Fish and Wildlife Conservation Commission’s Strategic Habitat Conservation Area Map (layer on City GIS)	Gatewood confirms this in the EA. ” Gopher Tortoise burrows were not observed on site, neither were any other State or Federally listed species observed on the property during the site visit. “
Wellfield Protection	Layer on City GIS	Refer to EDC submission No wells within 300 ft from to site.
Soils	Layer on City GIS (SSURGO)	Gatewood confirms this in the EA. “The soil consists of fill material that were excavated and spread over the surface of wet mineral soils.”

FEMA Flood Plain	FEMA's National Flood Hazard Layer https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd	EDC to follow up with staff AE Combined riverine and coastal floodplain.
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Water/Sewer Availability	See Letter from City of Stuart Public Works Director	Refer to EDC submission City of Stuart.
Traffic LOS	https://www.martin.fl.us/resources/2019-roadway-los-inventory-report	Refer to Traffic Report
Job Creation	Estimate for number of marina employees is 27, working various shifts with 9 to 12 staff per shift. An additional 27 employees for the restaurant & bar, working similar shifts with 9 to 12 staff per shift and bringing the total number of employees to 54.	As per submission
Urban Sprawl	See – attachment B.5 - FLU amendment - Urban Sprawl FS 163.3177	The proposal will not lead to urban sprawl. The property is located within the heart of CRA and downtown area. Existing infrastructure including utilities, roads, emergency services, communications, and proximity to an established mix of uses, within an urban area, addresses the question of urban sprawl. In addition, the effective reuse of an existing brownfield Property.

Maximum Buildout	Comp Plan Density comparison <i>A long-range future land use analysis including a maximum buildout for Marine Industrial land use compared to the existing Industrial land use designation is as follows.</i> <i>Response: A maximum build out analysis has been completed in accordance with Comp Plan Table Element 1.A7.2. The gross site area of 471,182 sf was multiplied by 3, the applicable FAR number from Comp Plan for property with an Industrial future land use designation. Based on this calculation a total maximum square footage of 1,413,546 sf represents the maximum build out for a property with an Industrial future land use. The same calculation applies to the property if it was designated Marine Industrial future land use as the Comp Plan table applies the same FAR of 3 in CRA for both land use designations. Providing the same maximum build out for Industrial/Manufacturing/warehouse facilities. Residential analysis was applied to the Marine/Industrial land use designation with a maximum threshold of up to 25% residential based on 15 dwelling units per acre. Residential density for a property with a Marine Industrial flu – is calculated applying the maximum density allowed at 15 du/acre. Based on the 10.81 gross acreage that would be 237 units as a maximum. This calculation is made at the land use level to show maximums based on the table in the comp plan and does not factor in LDC code requirements.</i> <i>All of these calculations and analysis have been based on the Comp Plan and FAR. It is understood and acknowledged that further zoning constraints in the LDC will reduce maximum floor space through such factors as stormwater, parking requirements, landscaping, etc.</i>	Also addressed in cover letter in response to Planning review comments. In accordance with Comp Plan Table Element 1.A7.2. the gross site area of 471,182 sf multiplied by an FAR of 3 determines the maximum buildout for property with an Industrial or Marine Industrial FLU in the CRA to be 1,413,546 sf. This calculation would further change when factoring LDC requirements for site design.
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Maximum Building Height	<u>Objective A5. - Residential development.</u> 1. Comprehensive Plan 2. Element I - FUTURE LAND USE ELEMENT Goals, Objectives, and Policies City of Stuart, Florida Adopted December 2001 (effective April 2002) and October 14, 2002 3. GOAL STATEMENT A 4. Policy A5.6. The City shall maintain a height limitation of the greater of 45 feet or <i>four stories</i> of occupiable space for all buildings.	
Maximum Building Height (LDR)	<i>Land Development Code Chapter 12 Definitions</i> <i>Building height</i> means the vertical distance from grade to the highest finished roof surface of a flat roof or to the mean level between eaves and ridge for gable, hip, or gambrel roofs. (Ord. No. 1841-02, § 2, 6-10-02; Ord. No. 1979-04, § 1, 6-28-04; Ord. No. 2145-07, § 4, 11-26-07) <i>Building height</i> means the vertical distance measured from the lowest permissible finished first-floor elevation to the surface of a flat roof and to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in the calculation of building height (as referenced in chapter 3).	The boat barn for dry storage is 45 feet from finish floor to the bottom of Mansard Roof. The total height of the building will not exceed 60 feet N.A.V.D.

FLU Map Change	Atlantic Point Marina
F.S.163.	9. The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl.
YES/NO/NA	a. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:
NO	(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.
NO	(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
NO	(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.
NO	(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.
NA	(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.
NO	(VI) Fails to maximize use of existing public facilities and services.
NO	(VII) Fails to maximize use of future public facilities and services.
NO	(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.
NO	(IX) Fails to provide a clear separation between rural and urban uses.
NO	(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.
NO	(XI) Fails to encourage a functional mix of uses.
NO	(XII) Results in poor accessibility among linked or related land uses.
NO	(XIII) Results in the loss of significant amounts of functional open space.
	b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:
YES	(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.
YES	(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.
YES	(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.
YES	(IV) Promotes conservation of water and energy.
NO	(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.
YES	(VI) Preserves open space and natural lands and provides for public open space and recreation needs.
YES	(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.
NO	(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Middle Island Management & Development LLC	City/State/Zip Code: Stuart, FL, 34994
Title: Agent: Jeffrey Hardin	Telephone Number:
Company: Middle Island Management & Development LLC	Facsimile Number:
Company Address: 75 NW Flagler Avenue	Email Address (optional):

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Donald J. Cuozzo	City/State/Zip Code: Stuart, Florida 34995
Title: President	Telephone Number: 772 485 1600
Company: Cuozzo Planning Solutions, Inc.	Facsimile Number:
Company Address: P.O. Box 1939	Email Address (optional): dcuozzo@cdgplan.com

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

Name: Middle Island Management & Development LLC	City/State/Zip Code: Stuart, FL, 34994
Title: Agent: Jeffrey Hardin	Telephone Number:
Company: Middle Island Management & Development LLC	Facsimile Number:
Company Address: 75 NW Flagler Avenue	Email Address (optional):

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

4. Signed this 27 day of August, 2021.

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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 27 day of August, 2021 by Jeffrey Hardin who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Allison Bauer
Notary Signature

Commission expires:



ALLISON BAUER
Commission # HH 027650
Expires August 4, 2024
Bonded Thru Budget Notary Services

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



Timothy Voelker P.E. | Utilities & Engineering Director
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288-5332

April 12, 2022

Mark Landsman – Project Engineer
EDC, Inc.
10250 SW Village Parkway - Suite 201
Port Saint Lucie, Florida 34987

Re: PCN #32-37-41-004-020-00110-0- Atlantic Point Marina

Dear Mr. Landsman:

In accordance with the submitted plans, please be advised that the City of Stuart has water and wastewater plant capacity to serve the proposed development within Parcel #32-37-41-004-020-00110-0 in Stuart, Florida.

This letter should not be construed as a commitment on behalf of the City to provide water and sewer service to the property until such time final design plans have been approved and all water and sewer availability fees have been paid.

Should you have any questions or require any additional information please contact Marc Rogolino at 772 221 4700.

Sincerely,
City of Stuart

Timothy Voelker, P.E.
Utilities & Engineering Director

cc: K. Noguera, Customer Service Supervisor
M. Rogolino, Capital Projects



City of Stuart Fire Rescue

800 SE Martin Luther King Blvd, Stuart, FL 34994

Vincent Felicione, Fire Chief, CFEI, CVFI

vfelicione@ci.stuart.fl.us

772-600-1287

ISO CLASS 1 DEPARTMENT

April 12, 2022

Kevin Freeman
City of Stuart Development Director
121 SW Flagler Ave
Stuart, FL 34994

Re: Atlantic Point Marina, 75 NW Flagler Ave

Mr. Freeman,

The proposed development, Atlantic Point Marina at 75 NW Flagler Ave, can be served by the City of Stuart Fire Rescue Department without any negative impacts to levels of service at this time,

If you have any questions on this matter, please contact me,

Respectfully,

A handwritten signature in black ink, appearing to read "T Bowser".

Troy Bowser
Operations Chief
City of Stuart Fire Rescue

cc: Vincent Felicione, Fire Chief, City of Stuart Fire Rescue



MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH
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TARYN KRYZDA, CPM County Administrator
SARAH W. WOODS County Attorney

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March 31, 2022

Middle Island Management & Development, LLC
75 NW Flagler Ave.
Stuart, FL 34994

RE: Atlantic Point Yacht Club & Marina – Stuart, FL

To Whom it may concern:

Please be advised that the Martin County Growth Management Department has conducted a cursory review of this project which proposes marine and docking facilities within waters of Martin County. The project is subject to the requirements found in the County's Manatee Protection Plan and Boat Facilities Siting Plan.

The project is located at 75 NW Flagler Avenue in Stuart, FL which is shown to be within a preferred location under the Boat Facilities Siting Plan. New boat facilities or the expansion and redevelopment of marine industries within preferred locations are encouraged and supported under the BFSP as outlined under Policy 3 of the plan:

POLICIES FOR SITING BOAT FACILITIES

Policy 3. Preferred locations for new boat facilities in Martin County are defined as sites that are located in the Manatee Pocket and Downtown City of Stuart on the north and south side of Roosevelt Bridge and encompassing sites east and west of US 1, as identified and depicted in Exhibits 8 and 10. The BFSP supports the expansion and redevelopment of marine industries in these defined areas. The S & S Investments Parcel 2 or Potential Site 10, Potential Site 7, Potential Site 8, and American Custom Yacht are designated also as a preferred areas (Exhibit 13) and the county proposes that the undeveloped areas be used for waterfront

manufacturing and boat repair activities. The number of boats at each facility will be limited by site plan constraints, and local, state, and federal requirements to avoid and minimize impacts to natural resources.

If you have any questions, please don't hesitate to contact me.

Sincerely,



Paul Schilling
Growth Management Director

PS:SM:cl

Cc: Don Cuzzo/Cuzzo Planning Solutions LLC
Kevin Freeman/Development Director City of Stuart