



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

OCTOBER 24, 2022

AT 5:30 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald

Commissioner Becky Bruner

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Campbell Rich

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

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

1. APPROVAL OF 10/10/2022 CCM MINUTES (RC)
2. BA #01-2023; AUTHORIZE AND ACCEPT CSCMC GRANT (RC):

RESOLUTION No. 98-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT #01-2023 TO THE FISCAL YEAR 2023 OPERATING BUDGET; MODIFYING THE APPLICATION REQUEST TO THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY GRANT R45-2022 AND AUTHORIZING AND ACCEPTING A NEW FISCAL YEAR 2023 GRANT ALLOCATION FOR THE EAST STUART YOUTH INITIATIVE; AUTHORIZING THE EXPENDITURE OF THE CHILDRENS SERVICES COUNCIL GRANT, COLA, AND EMERGENCY FUNDING PURSUANT TO THE TERMS OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

3. HOUSING SOLUTIONS COUNCIL LAND LEASE - **ON 10/19/2022, APPLICANT CANCELLED RESOLUTION FROM BEING HEARD ON THE 10/24/2022 CITY COMMISSION MEETING:**

RESOLUTION No. 96-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HOUSING SOLUTIONS COUNCIL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. AMERICAN TOWER LEASE AGREEMENT (RC):

RESOLUTION No. 102-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO LEASE BETWEEN THE CITY OF STUART, FLORIDA AND AMERICAN TOWER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

5. FIRE STATION 3 - SMALL SCALE FUTURE LAND USE AMENDMENT FROM COMMERCIAL TO PUBLIC (RC):
(THIS IS A SINGLE READING ITEM)

ORDINANCE No. 2503-2022; AN ORDINANCE OF THE CITY OF STUART, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AS DEFINED IN F.S. § 163.3187; AMENDING THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP FOR AN APPROXIMATELY 1.78-ACRE PARCEL FROM THE FUTURE LAND USE OF COMMERCIAL TO THE FUTURE LAND USE OF PUBLIC; FOR THE PURPOSE OF DEVELOPING THE SITE FOR A NEW FIRE STATION TO SERVE THE NORTHERN PART OF THE CITY; AMENDING THE FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

6. MAJOR AMENDMENT TO THE JOHNSON HONDA CPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2504-2022; 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 5.83-ACRE PROPERTY OWNED BY TURQUOISE MOON LLC AT 4200 SOUTHEAST FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING JOHNSON HONDA AUTOMOBILE DEALERSHIP CPUD TO ADD TWO (2) PARKING GARAGES; 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.

7. MAJOR AMENDMENT TO THE WALLACE VOLVO PUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2505-2022; 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 5.78-ACRE

PROPERTY OWNED BY WALLACE J 2755 SE FEDERAL HIGHWAY, LLC AT 2675 SE FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING PUD TO DEMOLISH ONE SINGLE-STORY BUILDING AND ADD A SHOWROOM WITH OFFICE AND GENERAL STORAGE SPACE, AUTO REPAIR BAYS, OUTDOOR DISPLAY AREA, AND ADDITIONAL PARKING INCLUDING ELECTRIC VEHICLE CHARGING STATIONS; 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.

8. FIRE STATION 3 - REZONE FROM CPUD TO PUBLIC (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2506-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP; TO REZONE A 1.78-ACRE PARCEL; LOCATED AT 3473 NW GREEN RIVER PARKWAY; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO PUBLIC; DEVELOPING THE SITE FOR A NEW FIRE STATION WITH 6,523 SQ FT TO SERVE THE NORTHNERN PART OF THE CITY; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

Meeting Date: 10/24/2022

Prepared by: Susej Meleqi

Title of Item:

APPROVAL OF 10/10/2022 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

APPROVAL OF 10/10/2022 CCM MINUTES

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 10102022 CCM Minutes

MINUTES

REGULAR MEETING OF THE STUART CITY COMMISSION

OCTOBER 10, 2022

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald

Commissioner Becky Bruner

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, David Dyess

City Attorney, Michael J. Mortell

City Clerk, Mary R. Kindel

ROLL CALL

4:00 PM

PRESENT: Mayor McDonald, Commissioner Bruner, Commissioner Clarke, Commissioner Collins, Commissioner Rich

Announcement by Mayor McDonald: The Housing Solutions Council has requested to continue Item #15, therefore, the Resolution will not be heard during this meeting.

1. ARTS MOMENT - THE ROYAL HEARTS STUDENT DANCE TEAM, 10TH STREET COMMUNITY CENTER'S ESYI AFTERSCHOOL PROGRAM

All stood for the Pledge of Allegiance.

The Royal Hearts Students of East Stuart Community Center performed a dance to a song called "Mama Will Provide."

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

Recognized State Representative, Toby Overdorf in the audience.

2. "CHARACTER COUNTS!" WEEK - OCTOBER 16-22, 2022

Meghan Shirey and Sarah Torres of the Boys and Girls Club of Martin County accepted the Proclamation and thanked the Commission, speaking about the importance of character in Martin County. Several members joined in for a photo.

3. FLORIDA CITY GOVERNMENT WEEK - OCTOBER 17-23, 2022

City Clerk, Mary Kindel and Communications & Digital Marketing Manager, Misti Guertin accepted the Proclamation and announced the plans to introduce and interact with Stuart citizens on social media during the week.

4. DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2022

Dr. Teresa Albizu, Safe Space CEO, came forward to accept the Proclamation and introduced fellow Safe Space Board Members in attendance, announced statistics and the upcoming "Walk a Mile in Her Shoes" event scheduled for November 12th and invited the men of the Commission to participate. Commissioners gathered in red high heel shoes for a group photo in support of the cause.

PRESENTATIONS

4:25 PM

5. SERVICE AWARDS - OCTOBER 2022

Lisa Scott - Police Department - 35 years of service. Lisa thanked the City, especially Police Chief Tuminelli and City Manager Dyess and commented that she looks forward to more years with the City.

Richard Shine - Police Department - 20 years

Michael Cenk, Fire Rescue - 5 Years

Mechelle Arbuzow - Community Services - 5 Years

6. CDBG HOUSING REHABILITATION PROGRAM UPDATE

Pinal Gandhi-Savdas, CRA Executive Director, provided a brief background on the program and the DEO application process and determination. She reviewed the ranked applicants, explained the plan and scope of work of the Consultant, and noted that this plan helps to preserve the City's existing housing stock and address the housing needs.

Commissioners requested clarification on how long the process is expected to take, ranking, etc.

7. NEW LAW ON MULTI-STORY RESIDENTIAL INSPECTIONS

Steve Nicolsi, City of Stuart Building Inspector, presented on the new Senate Bill 4, amending Florida Statute 553.889 of the Florida Building Code. Steve provided two handouts to the Commission; a City of Stuart Milestone Inspection List and Stuart Milestone Inspection Requirements. He presented a power point to review the new code and how it is expected to work and explained the various phases after he inspects a property. He noted that Stuart has not had any major issues and feels property owners have been responsible.

Commission discussion followed the presentation and Mayor McDonald noted that we should create an information sheet and a reminder that inspections are done in a timely manner.

Steve Nicolosi noted that this is a State mandate and not a City mandate.

COMMENTS BY CITY COMMISSIONERS

Commissioner Rich

- Commented on domestic violence awareness and noted when he was in New England, read a headline about the domestic violence shelters in Rhode Island being full and was struck by that. Glad to see the City recognize such organizations and noted recognition creates responsibility and hopes the City helps support these efforts.

Commissioner Clarke

- Thanked Jim Chrulski and his Department, commended the children who participated in Arts Moment and all of Community Services for all they do in the community.
- Commented on it being Columbus Day and the recognition of other designations such as Indigenous Peoples Day and Hispanic Heritage Month and announced that if people in the community are interested in Proclamations, they must contact the City.
- Announced a City Meeting tomorrow at the 10th St. Community Center at 6:00 p.m. to discuss The Creek District and code updates and invited the public to participate.
- Commented that Commissioner McDonald will be giving a Welcome Proclamation to the AKA (Alpha Kappa Alpha Sorority) for them coming to the community.
- Reminded all that October is Breast Cancer Awareness Month and encouraged everyone to get checked and help monetarily with research.

McDonlad

- Thanked City staff for all they had done during Hurricane Ian, feels homeowners will soon feel the pressure of increased insurance rates.

COMMENTS BY CITY MANAGER

City Manager Dyess reported that October 29th is the Annual Hobgoblin Costume Contest and asked the Commissioners to let him know if they plan to attend and judge the costume contest.

APPROVAL OF AGENDA

5:04 PM MOTION: Approve the Agenda pulling Item #8 from Consent Calendar.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

- 1) Frank McChrystal - Flamingo Ave.; Commented that his door to door polling of residents are unhappy with the direction of the City and do not want density, feels people will be more organized for next election and do not want radical visions.
- 2) Phyllis Mills - Terrace Rd., North River Shores - Commented on the Haney Creek property low income development and her concerns for conservation, traffic, and opposes the project.
- 3) Don Cuzzo - Not present.
- 4) Mark Brechbill - Osceola St.; Commented on the zoning in progress and feels the City

should stop and look at anything approving three stories and over as an additional process as a ZIP because it may be a burden relative to inspections and safety.

CONSENT CALENDAR

5:12 PM

*** PULLED * Item #8** - (see COMMISSION ACTION) Correction noted to the 09/26/22 CCM Minutes due to Item #10's Motion. Commissioner Rich seconded the motion, not Commission Collins, as published in the draft Minutes.

9. INVESTMENT POLICY UPDATE (RC):

RESOLUTION No. 85-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY OF STUART INVESTMENT POLICY FOR PUBLIC FUNDS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. RATIFY COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND PROFESSIONAL FIREFIGHTERS OF STUART, LOCAL #2411 (RC):

RESOLUTION No. 90-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PROFESSIONAL FIREFIGHTERS OF STUART, LOCAL 2411 (IAFF), EFFECTIVE OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. RATIFY COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (RC):

RESOLUTION No. 91-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (PBA), EFFECTIVE OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. TRESSLER DRIVE WATER QUALITY IMPROVEMENT PROJECT - IRL COUNCIL COST-SHARE AGREEMENT CHANGE ORDER 2 (RC):

RESOLUTION No. 92-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER 2 TO THE COST-SHARE AGREEMENT FOR THE TRESSLER DRIVE WATER QUALITY IMPROVEMENT PROJECT WITH THE INDIAN RIVER LAGOON (IRL) COUNCIL; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. GRANT AGREEMENT AMENDMENT 4 - ALTERNATIVE WATER SUPPLY STATE APPROPRIATION (RC):

RESOLUTION No. 94-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING AMENDMENT 4 TO AGREEMENT NO. LPA0046 FOR THE ALTERNATIVE WATER SUPPLY PROJECT; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 4; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

5:12 PM MOTION: Approve, less Item #8.

MOVED BY: Eula Clarke

SECONDED BY: Becky Bruner

Motion approved unanimously.

COMMISSION ACTION

8. APPROVAL OF 09/26/2022 SCM FINAL BUDGET MINUTES AND 09/26/2022 CCM MINUTES (RC)

5:13 PM MOTION: Approve

MOVED BY: Becky Bruner

SECONDED BY: Campbell Rich

Motion approved unanimously.

14. ZONING IN PROGRESS (RC):

RESOLUTION No. 93-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DIRECTING STAFF TO PREPARE AN ORDINANCE TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS ADDRESSING SECTION 2.07.00(I), DENSITY AND PARKING CALCULATION WITHIN AN URBAN PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

RESOLUTION No. 95-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DIRECTING STAFF TO PREPARE AN ORDINANCE TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS ADDRESSING SECTION 2.03.03 ADDRESSING THE DENSITY ALLOWED BY RIGHT WITHOUT COMMISSION APPROVAL, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Attorney Mike Mortell noted that two separate Resolutions were being brought before the Commission and explained the reasons. He reviewed Resolution No. 93-2022 and

explained that a workshop that would include public input may be scheduled.

The Commissioner's discussion included comments such as being glad to see this coming before the public and a brief overall description the Resolution's meaning.

PUBLIC COMMENT:

1) Frank McChrystal - Flamingo Ave.; Requested clarification on the two Resolutions and which of the scenarios protects the public the most.

5:17 PM MOTION: Approve Resolution No. 93-2022.

MOVED BY: Christopher Collins

SECONDED BY: Campbell Rich

Motion approved unanimously. 5:25 PM

Resolution No.95-2022: City Attorney, Mike Mortell discussed Resolution No. 95-2022.

Commissioner's discussion included public input, density, PUD's, zoning in progress, the Comp Plan vision, the strategic plan, and workshops held.

PUBLIC COMMENT:

1) Robin Cartwright - Hibiscus Ave.; Commented on the school availability and recommended they look at the totality for what is best for the community and supports the zoning in progress; working on a point based system to present to City and County.

2) Laura Giobbi - Ocean Blvd.; Read the definition of preserve and asked the Commission to vote responsibly.

5:45 PM PM MOTION: Approve Resolution No. 95-2022.

MOVED BY: Christopher Collins

SECONDED BY: Becky Bruner

Motion approved unanimously.

15. HOUSING SOLUTIONS COUNCIL LAND LEASE (RC):

RESOLUTION No. 96-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HOUSING SOLUTIONS COUNCIL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5:46 PM MOTION: Approve Motion to continue to October 24, 2022 CCM

MOVED BY: Eula Clarke

SECONDED BY: Becky Bruner

Motion approved unanimously.

16. ACCEPT DONATED PROPERTY FROM MARTIN COUNTY (RC):

RESOLUTION No. 97-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AND ACCEPTING THE DONATION OF .25 ACRES OF LAND LOCATED IN EAST STUART BEING CONVEYED BY MARTIN COUNTY TO THE CITY OF STUART, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager David Dyess provided a brief overview of the background on this Resolution, noted there is no desire to develop the property at this time but is currently off the tax roll and poses no harm in accepting it as ownership in the City.

Commissioner Clarke commented in full disclosure that she is a member of St. Monica's Church and an alleyway abuts or is associated with this property.

5:51 PM MOTION: Approve to approve Resolution 97-2022.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

17. 751 SE CENTRAL PARKWAY - SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FROM COMMERCIAL (C) TO MULTI-FAMILY RESIDENTIAL (MF-RES) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2486-2022; 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 "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR A 4.88-ACRE PARCEL, LOCATED AT 751 SE CENTRAL PARKWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

New Development Director, Jodi Nentwick-Kugler, was introduced and provided a brief summary of her experience. Erin Wohlitka, Senior Planner, presented via Zoom, on the 751 SE Central Parkway, also known as Sailfish Cay, small-scale future land use map amendment.

Ryan Johnston, Cypress Holding, LLC, Applicant, presented their presentation. Read into the record, past objections to Towne Park Condominiums.

Attorney Mortell clarified that the Ordinance only pertains to the future land use, and not zoning.

Commissioners comments included preferences for the property to remain commercial, whether commercial or residential property is selling better at this time, and on staff's analysis of the site.

Jane Cornett, attorney, spoke on behalf of Towne Park Condominium and the decision of the board to support the project.

Bob Raynes, Applicant Representative, came forward and noted the property's highest and best use for the property.

PUBLIC COMMENT:

- 1) Robin Cartwright - Hibiscus Ave.; Commented on the flaws in the project, noting that the round-a-bout was not indicated on the map, a sidewalk not included; suggested to look at the process in totality with compatibility to area.
- 2) Linda Lundblad - Central Parkway; Commented on traffic and wondered if the study was done before or after the building that is already being built.
- 3) Linda Kay Richards - Commented on land use being changed easily, hopes the Commission stops the development process.
- 4) Sean Reed - Commented that he thinks most citizens have pushed back, hopes they vote right.

Applicant, Ryan Johnston summarized the presentation and pointed out the reduced land use being requested, noting the property is inappropriate for commercial use.

6:56 PM MOTION: Approve this as provided based on the staff analysis and what we've discussed with regard to ensuring that we're following all of our Comp Plan amendment guidelines and to show that it has met the requirements.

MOVED BY: Eula Clarke

SECONDED BY: None

Died for lack of second. Motion FAILED.

18. 751 SE CENTRAL PARKWAY - REZONING FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2487-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO REZONE REAL PROPERTY FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" FOR A 4.88-ACRE PARCEL, LOCATED AT 751 SE CENTRAL PARKWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE SAILFISH CAY RPUD CONSISTING OF SIXTY (60) TOWNHOUSE UNITS; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

6:59 PM MOTION: Table this until such time as they decide to revisit it or bring it back.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

19. **REQUEST TO CONTINUE TO DATE UNCERTAIN - DOGSWORLD URBAN CODE CONDITIONAL USE (QUASI-JUDICIAL):**

RESOLUTION No. 73-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO JUSTIN PHILLIPS, (CONTRACT PURCHASER) FOR THE PROPERTY LOCATED AT 400 SW 7TH STREET, CONSISTING OF APPROXIMATELY 1.62 ACRES; TO ALLOW THE USE OF KENNELS FOR DOGSWORLD; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

6:59 PM MOTION: Approve request to continue to date uncertain.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

Motion approved unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

7:00 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

**Minutes to be approved at the Regular Commission
Meeting this __ day of _____, 2022.**

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

Meeting Date: 10/24/2022

Prepared by: Jim Chrulski

Title of Item:

BA #01-2023; AUTHORIZE AND ACCEPT CSCMC GRANT (RC):

RESOLUTION No. 98-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT #01-2023 TO THE FISCAL YEAR 2023 OPERATING BUDGET; MODIFYING THE APPLICATION REQUEST TO THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY GRANT R45-2022 AND AUTHORIZING AND ACCEPTING A NEW FISCAL YEAR 2023 GRANT ALLOCATION FOR THE EAST STUART YOUTH INITIATIVE; AUTHORIZING THE EXPENDITURE OF THE CHILDRENS SERVICES COUNCIL GRANT, COLA, AND EMERGENCY FUNDING PURSUANT TO THE TERMS OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Budget Amendment #01-2023; R98-2022 modifies the FY23 Budget with the actual grant amount awarded by the Children's Service Commission of Martin County.

Funding Source:

001-33770-000 \$ 351,063.00 - Community Services Department
001-33720-000 \$ 49,856.00 - Stuart Police Department

Recommended Action:

Approve BA #01-2023; R98-2022

ATTACHMENTS:

1. R98-2022 BA 01 Childrens Services Council - Grant COLA Increase (003)
2. 45-2022 Apply CSCMC



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

RESOLUTION NUMBER 98-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT #01-2023 TO THE FISCAL YEAR 2023 OPERATING BUDGET; MODIFYING THE APPLICATION REQUEST TO THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY GRANT R45-2022 AND AUTHORIZING AND ACCEPTING A NEW FISCAL YEAR 2023 GRANT ALLOCATION FOR THE EAST STUART YOUTH INITIATIVE; AUTHORIZING THE EXPENDITURE OF THE CHILDRENS SERVICES COUNCIL GRANT, COLA, AND EMERGENCY FUNDING PURSUANT TO THE TERMS OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is committed to providing quality recreation and education programming for youth; and

WHEREAS, the Children's Services Council of Martin County, an independent special district, created in 1988 and reauthorized in 2014 to provide a dedicated funding source for local children's programs; and

WHEREAS, the City of Stuart, Florida has been awarded a grant for the East Stuart Initiative After School Program since 2003; and

WHEREAS, the City of Stuart's Community Services Department is the lead grant administrator and is modifying the grant request amount in R45-2022 from the Children's Services Council of Martin County from \$405,152.67 to \$400,919.00 to underwrite the East Stuart Youth Initiative after-school program at the 10th Street Community Center. This includes \$351,063.00 to the Community Services Department and 49,856.00 for the Police Department.

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 Budget Amendment No. 01-2023 and authorizes a formal grant application to the Children's Services Council of Martin County (CSCMC) for the East Stuart Youth Initiative, a collaboration which includes the City of Stuart Community Services Department, and Stuart Police Department. The City Commission further authorizes the Community Services Department and Police Department to execute contracts with CSCMC necessary for the administration of grant award funds and services rendered thereby.

SECTION 2: Upon grant approval through the CSCMC, the City expects to manage a total grant award of \$400,919.00. This includes \$351,063.00 for services administrated by the Community Services Department, and an additional \$49,856.00 for services administrated by the Stuart Police Department.

SECTION 3: The City Commission further authorizes the Community Services Department to accept a Cost-of-Living Adjustment (COLA) awarded by the CSCMC Board of Directors, and apply and expend any additional emergency funding, if needed. The Community Services Department will serve as lead administrator and operator for the grant.

SECTION 4: The City Commission authorizes the Mayor, City Clerk and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney as to form.

SECTION 5: 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:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



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

RESOLUTION NUMBER 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.

*** * * * ***

WHEREAS, the City of Stuart, Florida is committed to providing quality recreation and education programming for youth; and

WHEREAS, the Children's Services Council of Martin County is an independent special district, created in 1988 and reauthorized in 2014 to provide a dedicated funding source for local children's programs; and

WHEREAS, the City of Stuart, Florida has been awarded a consecutive grant for the East Stuart Youth Initiative After School Program since 2003; and

WHEREAS, the City of Stuart's Community Services Department is the lead grant administrator and is subject to accept a grant from the Children's Services Council in the amount of \$405,152.67 for Fiscal Year 2023 East Stuart Youth Initiative after-school program at the 10th Street Community Center.

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

SECTION 1: The City Commission of the City of Stuart, Florida authorizes a formal grant application to the Children's Services Council of Martin County (CSCMC) for the East Stuart Youth Initiative, a collaboration which includes the City of Stuart Community Services Department, and Stuart Police Department. The City Commission further authorizes the Community Services Department and Police Department to execute contracts with CSCMC necessary for the administration of grant award funds and services rendered thereby.

SECTION 2: Upon grant approval through the CSCMC, the City expects to manage a total grant award of \$405,152.67. This includes \$341,917.67 for services administrated by the Community Services Department, and an additional \$63,235 for services administrated by the Stuart Police Department.

SECTION 3: The City Commission also authorizes the Community Services Department to accept a Cost-of-Living Adjustment (COLA) increase up to 10% awarded by the CSCMC Board of Directors, and apply and expend any additional emergency funding, if needed. The Community Services Department will serve as lead administrator and operator for the grant. There are no matching funds required to receive this grant.

SECTION 4: The City Commission authorizes the Mayor, City Clerk and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney as to form.

SECTION 5: This resolution shall take effect upon adoption.

Commissioner CLARKE 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:

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 25th day of April, 2022.

ATTEST:

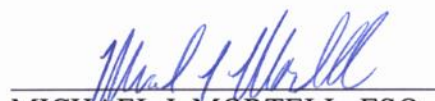


MARY R. KINDEL
CITY CLERK



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: 10/24/2022

Prepared by: David Dyess

Title of Item:

HOUSING SOLUTIONS COUNCIL LAND LEASE - **ON 10/19/2022, APPLICANT CANCELLED
RESOLUTION FROM BEING HEARD ON THE 10/24/2022 CITY COMMISSION MEETING:**

RESOLUTION No. 96-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HOUSING SOLUTIONS COUNCIL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On April 27, 2020, the City Commission was presented with an option to provide housing on a City-owned parcel north of the Roosevelt Bridge. On September 27, 2021, the Commission adopted Resolution 99-2021 authorizing the City Manager to enter into a letter of Intent with the Housing Solutions Council (HSC) allowing HSC to exercise a due diligence period to inspect the property and determine the project viability. The City agreed to hold the property for one year to allow HSC an opportunity to determine the feasibility of developing the site for workforce housing. The Housing Solutions Council has notified the City that it would like to enter a land lease of the 1.97 acre property.

The initial lease would be for a period of two years. During this time, the tenant would seek grants, tax credits and other approvals. In addition, the tenant would present a development proposal to the City Commission for approval. If the project becomes viable, the tenant would then enter a 96 year lease and construct the residential housing units at a rate of \$2,500.00 per month. The lease as proposed is a non-subordinated net land lease. The tenant is responsible for all expenses, maintenance, development, taxes or assessments during the lease period. A condition of the lease as set by the City Commission is that the property must be used for attainable housing and the failure to operate the apartment in a manner inconsistent with the purpose of alleviating the housing costs or the failure to limit the rents to 30% of 80% of the Average Median Income shall cause the property to revert back to the ownership of the City. In other-words, the income needed is no greater than 80% of the AMI. Rent can be no greater than 30% of gross income. Therefore, the maximum rents that can be charged are up to 30% of the gross income that is equal to or less than 80% of the AMI.

If the Lease is approved, the due diligence period will begin and the tenant will have to obtain Commission approval for the land at a later time.

Funding Source:

Not applicable

Recommended Action:

Provide any additional lease terms to staff and adopt Resolution authorizing Mayor to execute lease.

ATTACHMENTS:

1. R96-2020 Approval of Lease with Housing Solutions Council
2. HSC Proposal



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

RESOLUTION NUMBER 96-2022

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE MAYOR TO EXECUTE A LAND LEASE
BETWEEN THE CITY OF STUART, FLORIDA AND
HOUSING SOLUTIONS COUNCIL; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City Commission of the City of Stuart, Florida authorized the City Manager to execute a letter of intent with the Housing Solutions Council (HSC) on September 27, 2021, which provided a due diligence period for HSC to evaluate the 1.97 acres; and

WHEREAS, the Housing Solutions Council has notified the City that the property is acceptable, and it would like to enter a long-term land lease for the property; and

WHEREAS, the initial due diligence term of the lease is for 24 months to allow the tenant to seek all approvals and gain entitlement for the land; and

WHEREAS, the City Commission has determined that providing this land for low income housing provides public benefit to the City so long as Housing Solutions provides housing at a level that qualifies for tax credits on the property; and

WHEREAS, the lease terms were conditioned upon Housing Solutions maintaining the property as residential rental property with rental rates that do not exceed 30% of those people earning 80% of the average median income during the entire duration of the land lease, and

WHEREAS, HSC desires to enter a long term, non-subordinated, triple net land lease in which it shall be responsible for the property depicted in the lease conditioned upon remaining compliant with all terms of the lease as well as any development conditions.

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

SECTION 1: The CITY COMMISSION authorizes the Mayor to execute a land lease with Housing Solutions Council.

SECTION 2: The lease shall have an automatic reverter if the property is ever used for anything other than affordable housing as described in the lease.

SECTION 3: 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:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 10TH day of October, 2022.
ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

Resolution No.: 96-2022
Land Lease 1.97 acres

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

Nick Blount,
FPL Retiree

Madeleine Greenwood
Co-Founder
Housing Solutions Council
Executive Director
Family Promise Martin
County

Joe Catrambone,
President & CEO
Stuart/Martin Chamber of
Commerce

Mari Huff, C.P.A., P.A
Mari Huff C.P.A. Certified
Public Accountants

Iris Jones,
Vice President, CRA Officer
Seacoast Bank

Thomas Lanahan,
Executive Director
Treasure Coast Regional
Planning Council

Amy Moniz, Esq
Partner
Crory Buchanan Attorneys at Law

Christia Li Roberts
Martin County School Board

Roberta Scott
Community Advocate

Harold Tourjee,
Senior Project Manager
Captex Engineering

Pinal Gandhi-Savdas, CRA
Administrator
City of Stuart

Board Advisors

Brent Wood, CEO
Brent A. Wood Architecture

Dear Mr. Dyess,

The members of the Housing Solutions Council (HSC) want to protect City of Stuart and Martin County working families. We believe everyone in our local workforce deserves an opportunity for financially feasible housing.

Our council coined the term “Gap Workforce” to describe the essential services workers in our community that are making too much to qualify for government subsidies but too little to afford the inflated market rents. We were experiencing a drain of our talent pool, our businesses were struggling to recruit and retain top talent due to extreme housing costs, and households of higher than before seen income levels were beginning to reach out for assistance they did not qualify for, only to find themselves facing homelessness or forced to move. All of this was well before the Pandemic. While we have made much headway on bringing these issues to the forefront, there is a new sense of urgency as the Pandemic expedited further drain at a rapid pace. This is mostly due to the mass migration to our area from other states and counties, driving housing costs skyward.

Since 2018, we have educated our city and county staff and officials on the resources to determine the necessary rent rate to household income ratios, we shared our research on the household income levels of our workforce that were struggling to make ends meet on full time wages prior to the Pandemic, and shared potential solutions we gleaned from other communities that had been successful bringing quality housing on-line for members of all income levels of their workforce.

Our HSC team of local community members and leaders have been working to educate ourselves and our community, facilitating crucial partnerships. In our meetings with city and county staff and commissioners, we have achieved much behind the scenes progress. We started the conversation about the need in our community through public speaking opportunities and the media. We began with advocacy and education. We encouraged our local government to create incentives for affordable housing development, educated local decision makers and our community on the needs and potential solutions, and worked with the City and the County to release surplus land for affordable housing solutions.

We are proud of the accomplishments we have achieved and the conversations in our community we have fostered. While all of this is good, to actually get housing built, we began the long process of facilitating a partnership with an experienced developer and property manager willing to collaborate with our local Martin County team of experts (land planner, architect, engineer and real estate attorney) because we know nobody cares more about our community than the people who live, work and play here.

We believe this is the best way to:

- Bring housing on-line that meets the unique needs of our community.
- Provide our community with much needed housing opportunities that are financially feasible to our Gap Workforce
- Ensure high quality multi-family housing that fits the flavor of our community
- Ensure that it remains financially feasible for the target demographic in the gap workforce for a minimum of 50 years.
- Meet our goal of creating housing that will serve a mix of household income levels of low, very low and moderate income.

We have fostered relationships with the Florida Housing Coalition, vetted five affordable housing developers and their developments, traveled to see their housing projects in person, researched their track records to determine which developers would be willing to partner with our local team, and visited other cities to learn what creative solutions they provided to their community. This took some time and the Pandemic set us back, but we continued to moving forward.

We are pleased to be partnering with Rural Neighborhoods and Jason Goldfarb of Odyssey Housing Group (RN/OHG). They became our number one choice because they have over 30 years of experience, have successfully won state RFAs to develop affordable housing numerous times, have a proven track record in managing the properties they develop, provided the necessary services to help the residents of the properties they develop achieve upward mobility, and have won numerous awards on local and state levels for their work.

To this day, their developments are still well maintained and providing housing that is affordable in their respective communities. Unlike other potential development partners, RN has agreed to include our local development team to create our housing. They have also agreed to keep our developments affordable as intended for a much longer term than other developers.

We are grateful to the City of Stuart Commissioners and Staff for making this dream to better serve our community a reality. We look forward to winning awards and setting the example for others in Stuart, the county, other cities around the state and around the country.

Sincerely,

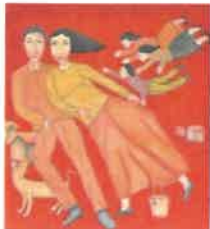
H. Madeleine Greenwood
Housing Solutions Council, Co-Founder

6526 S. Kanner Hwy #301, Stuart, FL 34997
HousingSolutionsCo@gmail.com
772.260.2388



Housing Solutions Council

a Not-For Profit Corporation
6526 S. Kanner Hwy #301, Stuart, FL 34997
Telephone 772.260.2388



Rural Neighborhoods, Inc.

a Not-For-Profit Corporation
Building Livable Places for Working Families
Post Office Box 343529, 19308 SW 380th Street, Florida City, FL 33034
Telephone 305-242-2142

July 14, 2022

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

City of Stuart Property

Re: PROPOSAL FOR ACQUISITION (GROUND LEASE) AND DEVELOPMENT OF AFFORDABLE HOUSING
ON THE STUART OWNED PROPERTY

To Whom It May Concern:

Thank you for the opportunity to present this proposal to the City of Stuart, Florida to acquire and build a quality, affordable housing development on the city owned site located in Stuart, Florida. We are pleased to create this partnership (The Partnership) with Housing Solutions Council, Rural Neighborhoods Incorporated and Odyssey Housing Group.

The Partnership collectively has the requisite experience, financial capacity and local knowledge to deliver a high-quality development in collaboration with the City of Stuart. The Partnership has an established track record of successfully completing numerous high quality and sustainable housing communities throughout the State of Florida.

Rural Neighborhoods, Incorporated is a national award-winning housing and community development charitable organization providing livable places for more than 2,000 working families from the Florida Keys to Gainesville. As one of the largest not-for-profit providers of affordable rental communities in Florida, Rural Neighborhoods is experienced in Low Income Housing Tax Credits (LIHTC), SAIL, HUD 202, CDBG, HOME, USDA Rural Development and conventional debt financing. It has more than \$100M in current

neighborhood developments in its pipeline. Please refer to Rural Neighborhoods' company profile that is attached to view a list of successful developments completed over its 40-year history.

Rural Neighborhoods, Inc. is a NeighborWorks America Chartered Member. Executive Director, Steven Kirk sits on national boards to advise on redevelopment, stabilization, and community engagement strategies. Rural Neighborhoods, Inc. has participated to bring national initiatives to our local markets, such as Local Initiatives Support Corporation and Enterprise Community Partners.

Housing Solutions Council (HSC) is a citizen-led council of community leaders working to support housing opportunities for members of our workforce (of all income levels) through action, education, advocacy, and facilitating partnerships. One of HSC's primary focuses is creating and advocating for housing solutions that allows current generations in the workforce to have access to quality housing and financial stability that previous generations entering the workforce had.

Odyssey Housing Group's President Jason Goldfarb has been developing affordable housing for communities in need for over 20 years. Its primary focus is on building quality affordable and workforce housing communities throughout the southeast region of the United States. Odyssey Housing Group is noted for its targeted and creative approach to solving housing needs by first focusing on the mission and goals of its partners which include local stakeholders, non-profit organizations and public agencies.

Odyssey Housing Group currently has multiple affordable/workforce housing communities in different stages of development funded by low-income housing tax credits, HOME, SAIL, CDBG, and FHLB funding.

Development Plan

The development plan will include a quality, multi-family affordable housing serving *families and individual* residents. The development will consist of up to 63 residential units in a three-story building with up to 73 parking spaces. The unit mix of the housing development will consist of approximately 50% one-bedroom/ one-bathroom units and 50% two-bedroom/ two-bathroom units. Note: Per the City of Stuart Building Code, the property allows for four stories, potentially 84 units and a lower parking space ratio per unit requirement, however, due to the size and configuration of the property, the number of parking spaces cannot be increased to accommodate an increase in total units.

Planned amenities will include a leasing office and community center containing a library/ computer room and exercise facility. It is important to our team to create common space which allows for greater community engagement, shared identity and a thriving vitality to the neighborhood.

A conceptual site plan and rendering is attached for your review. The Partnership will comply with the City Codes and ordinances. In the event any density bonuses or entitlements need to be addressed prior to submitting funding to accommodate the development plan, the Partnership looks forward to working with the City of Stuart to address these items.

Financing Option #1

The Partnership will initially pursue the first of two funding options to finance the developments through the Florida Housing Finance Corporation by applying for 9% low-income housing tax credits (LIHTC) in the FHFC 2022 RFA - Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties. Applications are tentatively due set to be released in November 2022.

It is the Partnership's understanding that the City of Stuart wishes to address and serve a wider range of income levels, if possible. In previous years, FHFC 9% LIHTC funding program has required 100% of all Set-Aside Units to serve residents at or below 60% of Area Median Income (AMI) and a minimum of 10% of the Set-Aside Units to serve Extremely Low Income (ELI). However, since 2018, FHFC has also offered an option to "Income Average Test" all the units within the proposed development allowing Set-Aside Units to serve residents at or below 80 percent AMI. The average AMI of all the Set-Aside Units cannot exceed 60 percent of AMI, overall. Applicants that select the Average Income Test must set aside a minimum of 15 percent of the total units as ELI Set-Aside Units. To accommodate that need, we can select the "Income Average Test" approach if the City of Stuart prefers.

This FHFC 9% LIHTC RFA will fund approximately ten applications. Of these ten applications, a Goal to fund six (6) Local Government Area of Opportunity (LGAO) Applications. The Partnership's funding application consisting of an LGAO contribution will qualify for two (2) of the six (6) LGAO Application Goals due to FHFC rules giving preference to four competitor LGAO applications submitted in previous years.

To qualify for the LGAO, the Applicant is required to furnish a Local Government Contribution form executed by the local municipality committing a minimum of **\$340,000** in the form of a loan or a grant sourced from a local municipality (City of Stuart and/or Martin County). However, we understand that a total of **\$500,000** is available from the City of Stuart. We would like to request the support of this higher amount as construction costs are increasing and any additional sources of funds would be helpful.

The property is also located in a FHFC designated area called a Geographic Area of Opportunity (GAO). There is a FHFC RFA goal to fund two GAO developments with the Family Demographic selection only.

Financing Option #2

To take advantage of other types of funding opportunities, FHFC also offers SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits" ("SAIL") for Affordable Housing. The Partnership will also submit a SAIL funding application to increase the chance of successfully allocating funding. SAIL applications are anticipated to be due a few weeks after the 9% LIHTC RFA applications are due.

Selection of SAIL applications is based on a Leverage Tie Breaker ranking system. Top ranking will be based on applications requesting the least amount of SAIL funding per Set-Aside Unit. The local government

contribution is also very helpful in the SAIL funding scenario because the more additional funding the applicant has committed to the development, the lower amount of SAIL fund needs to be requested.

Any leveraging advantages through economic tools we can obtain through the City and/or the County including identifying additional sources such as CRA TIFF (or other) as well as lowering the total development costs through such items as reduced soft costs, (i.e. permit fees, utility connection fees and impact fee waivers and/or reductions). Applying these elements will help decrease the total development costs resulting in a lesser SAIL funding request amount per Set-Aside Unit and ultimately increase our chances of success. We hope to work with the City of Stuart to determine if there are any opportunities regarding these items that will help the development to compete.

Management

Everglades Housing Group (EHG) and Mr. Steven Kirk, its qualified principal, are among the most expert and experienced managers of affordable housing. EHG's management team will provide management services to the development. EHG currently manages 15 rental communities with 1,439 units including 12 FHFC-financed properties. Its management experience includes 28+ years of experience managing all types of housing including families, seniors and farmworker housing throughout the State of Florida.

EHG in partnership with Housing Solutions Council, Inc will actively manage the day-to-day operations including leasing agent/manager staff onsite. We feel it is a great advantage to the operation of the property and the overall wellbeing of the residents that a local stakeholder is on location and available to help address any urgent matters as well assist in providing and coordinating community-based services to the property. The range of services to the residents of the property will include but not limited to employment assistance programs and financial management programs.

Contingencies

The subject property presents numerous challenges due to its physical condition and surrounding areas. The Partnership will be required to conduct due diligence tasks that will incur significant upfront cost not typical prior to funding application submission to determine the viability of the property. The due diligence work prior to submission will entail conducting multiple studies and assessments by multiple governmental bodies and technical professionals including updating the survey, FDOT determinations relating to the traffic light, soil condition testing, geotechnical reporting addressing wetland mitigation and potential need for a retaining wall on the east side of the property, percolation tests for drainage, South Florida Water Management District assessments, Departments of Environmental Protection (DEP) reporting, civil engineering assessments and schematics to determine the scope of work and derive land preparation hard costs.

Acquisition Structure

The Partnership employed great care and thoroughness to determine the highest level of monthly lease payments the development will support. The goal is to apply this lease amount to the operating expenses in the development pro forma and maintaining a 1.15 a DSCR (the minimum DSCR acceptable to lenders and the Partnership).

The Partnership proposes to execute a ground lease agreement with the City of Stuart for 99 years. Due to the anticipated increased construction costs, the Partnership will be able to pay \$2,500 per month (\$30,000.00 per year) for the term of the lease which equates to a net present value of \$944,804.13 using the current 30-year treasury bill rate of 3.014%. The ground lease will be in full effect and payment will commence upon Certificate of Occupancy.

As mentioned above, significant upfront due diligence work and costs will be required. The Partnership can justify making a commitment of upfront time and money towards the project through obtaining a minimum 36-month ground lease option with the City of Stuart to allow for multiple FHFC funding application submissions. In the event the initial funding application is not selected for funding, the lease option term would give the Partnership the opportunity to resubmit the application over the next two years, if needed.

In conclusion, the Partnership is sensitive to the City of Stuart's interest and mission to bring more high-quality housing as well as greatly needed services to the area. The Partnership is committed to collaborate with the City of Stuart to build quality and sustainable affordable housing.

The Partnership offers its extensively experienced development team, available resources and local relationships. These relationships include our community-based services network to the overall development to meet the City of Stuart's ambition in delivering quality sustainable affordable housing developments to the local community.

Thank you in advance for your consideration and we look forward to working with the City of Stuart.

Regards,

A handwritten signature in blue ink, appearing to read 'S. Kirk', written over a horizontal line.

Steven C. Kirk
President and Executive Director of Rural Neighborhoods, Inc.

A handwritten signature in black ink, appearing to read 'M. Greenwood', written over a horizontal line.

Madeleine Greenwood
Executive of Housing Solutions Council, Incorporated

A handwritten signature in black ink, appearing to read 'J. Goldfarb', written over a horizontal line.

Jason Goldfarb
President of Odyssey Housing Group



RURAL NEIGHBORHOODS, INCORPORATED

Think for a moment about the image of rural America: close-knit communities where people are hard-working and independent, small towns replete with family and friends, places where hard times are met by resilience and strength. Then think about neighborhoods across our nation where life is a constant struggle to get by, jobs are scarce, schools are marginal and it seems like there's nowhere to turn. That's where we work.

Every day we work hard to change struggling communities into ones closer to the image of rural America in our minds. It takes more than a handful of affordable apartments. It starts with the hard working families who live there. It takes an award-winning vision that considers the strengths and challenges of each neighborhood on every front.

Our mission is providing shelter, a simple decent place to live for working families to eliminate substandard housing, overcrowding and to make rents affordable. But our objective is not just to build houses. We want to develop strong communities in which people can live and grow, be neighbors first, and then good neighbors. In our third decade, Rural Neighborhoods has built remarkable new communities in rural towns and places across Florida – in Immokalee, Ruskin, Dover, Fort Pierce, Okeechobee, Homestead, Labelle, Winter Haven. Using tools such as the Low Income Housing Tax Credit, HUD Supportive Housing for the Elderly, USDA Rural Development Farm Labor Housing together with private sector capital, Rural Neighborhoods provides housing to rural residents, agricultural workers, the elderly and homeless. Hard working families who call our neighborhoods home no longer return at the end of the day to dwellings falling to pieces. Instead home today is a livable community – one replete with quality affordable living, green space and aesthetic design, access to services and community engagement.

From our original mission to rescue a single labor camp, our calling has grown to include real estate development, asset and property management, community-building, resident services and disaster response. Our efforts help underserved communities, support rural economies and enable people to become self-sufficient and successful. Today, Rural Neighborhoods owns 1,791 rental units, 50,000 square feet of commercial space, provides work for nearly 45 talented staff and has served 100,000 individuals since its inception.

Rural Neighborhoods communities earn high marks, not only from satisfied residents, but from the housing sector as well. Such recognition includes our listing in 2011's Top 50 Affordable Housing Developers by Affordable Housing Magazine and receipt of prestigious national awards like the Maxwell Award of Excellence from the Fannie Mae Foundation, Skip Jason Community Service Award from the Housing Assistance Council and the Littleford Award for Community Service from the editors of American Business Media. The United States Department of Agriculture twice awarded our accomplishments as National Multifamily Housing Manager of the Year. Feature articles in magazines such as Builder, Planning,



Affordable Housing Finance and Design, Develop & Construct continue to highlight our efforts to revitalize local communities.

Rental Properties. How does our vision play out in practice? Rural Neighborhoods places families into quality housing where reasonable rents leave them with more disposable income. Parents have access to health care, childcare and financial counseling to help them stabilize their lives today and build assets for the future. Children get help with their homework and still have time to run and play in refurbished neighborhood parks. Through our work poor communities become sustainable neighborhoods – good places to live.

Ours is no longer just a vision or hopeful plan. Rural Neighborhoods knew at the outset it would be a long-term proposition, one that required passion and commitment as well as funding. We are building a good place to call home – and it’s working!

Our 2019 Rental Communities:

Everglades Farmworker Village	Florida City, FL	466 Units
Everglades Migrant Housing	Florida City, FL	30 Units
Everglades Rural Rental Housing	Florida City, FL	15 Units
Casa Cesar Chavez SRO `	Florida City, FL	144 Units
Orchid Grove	Florida City, FL	80 Units
Main Street Village	Immokalee, FL	79 Units
Eden Gardens I	Immokalee, FL	51 Units
Eden Gardens II	Immokalee, FL	37 Units
Everglades Supportive Housing	Immokalee, FL	4 Units
Esperanza Apartments	Immokalee, FL	48 Units
Timber Ridge at Sanders Pines Reserve	Immokalee, FL	75 Units
Scattered Site Homes	Immokalee, FL	5 Units
Hatchers Preserve	Immokalee, FL	18 Units
Pollywog Creek Commons I	Labelle, FL	40 Units
Pollywog Creek Commons II	Labelle, FL	24 Units
Pollywog Creek Senior Housing	Labelle, FL	29 Units
Oaks at Shannon’s Crossing	Okeechobee, FL	100 Units
Live Oak Villas I	Ft. Pierce, FL	104 Units
Live Oak Villas II	Ft. Pierce, FL	80 Units
Cypress Cove	Winter Haven, FL	80 Units
Manatee Village	Ruskin, FL	62 Units
Manatee Village 4	Ruskin, FL	27 Units
Manatee Village SRO	Ruskin, FL	128 Units
Tradewinds Hammocks	Key Largo, FL	66 Units



Community Facilities. Rural Neighborhoods has revitalized old (and constructed new) parks. Hard work established a new health clinic. Three childcare centers help families with two wage-earners go to work. Neighborhood office space brings services to the underserved.

Our 2019 Community Facilities:

Fernando Pro, Jr. Child Development Center	Florida City, FL
Steven Mainsteer Family Learning Center	Florida City, FL
Everglades 1 Child Care Center	Florida City, FL
Everglades 2 Child Care Center	Florida City, FL
Carl Kuehner Community Center	Immokalee, FL
Cinco de Mayo Park	Immokalee, FL
Everglades Health Center	Florida City, FL

Neighborhood Revitalization. Neighborhood revitalization is about influencing residents, businesses, civic organizations and others to invest time, energy and resources in a neighborhood. Make or break choices include whether to invest one's time in activities ranging from neighborhood clean-ups to crime watch, whether to buy into the neighborhood or avoid it or whether to make long-term investments or seek short-term profits as a landlord or business.

Rural Neighborhoods aims to influence stakeholder decision-making in ways that strengthen the neighborhood – to attract and retain homeowners, better landlords and more businesses. In Immokalee, FL it reinforces the positive future set out in the EP2 Mi Casa – Kominote M Revitalization Plan, and the continuing work of neighborhood partners.

2019 Target Neighborhoods:

Eden Park-Esperanza Place EP ²	Immokalee, FL
Owner-Occupied Rehabilitation 55 Units	Collier County, FL

Housing Solutions Council of Martin County, Inc.

OUR MISSION

Housing Solutions Council is a citizen-led council of community leaders working to support housing opportunities for members of our workforce (of all income levels) through action, education, advocacy, and facilitating partnerships.

WHY WE DO WHAT WE DO

In 2017 local citizens (many native to Martin County) and community leaders working in and serving members of our community identified a gap in the number of housing units that are affordable to our local workforce households with annual incomes between \$30,000 and \$60,000 (this income level is changing with inflation). We refer to our workforce in this population as our “Gap Workforce”. Our Gap Workforce make just too much to qualify for government subsidy yet too little to afford the inflated market rents/mortgages.

It was our experience that more and more hard-working members of our community were on the brink of homelessness, forced to leave our community for better opportunities, draining our local talent pool, decreasing our ability to attract and retain talent and pushing out long time locals and natives that made Martin County what it is today. Our goal is that we improve stability and quality of life for all members of our workforce in keeping with our unique “flavor” of Martin County. This requires creative housing solutions.

WHAT WE DO

Advocate

In May 2018, Housing Solutions Council was officially founded as a non-profit organization to provide and support solutions to the affordable housing crisis for members of all income levels of our workforce. Helping facilitate these solutions means:

- Creating and advocating for housing solutions that allows current generations in the workforce to have access to quality housing and financial stability that previous generations entering the workforce had.
- Generating options so that talented and hard-working individuals may live and work in our community.
- Giving parents and grandparents the ability to live near their grown children and their grandchildren, many who were raised here.
- Increasing walkability (decreasing traffic & sprawl).
- Improving financial and economic stability in our neighborhoods.
- Creating a balanced, happier, safer, healthier, more stable community.

Develop

Housing Solutions Council seeks to:

- Assist County and City Commissioners by vetting developers seeking to develop housing that is affordable in Martin County to ensure a proven track record of bringing quality affordable housing on-line.
- Vet non-profits working to provide creative housing solutions to help our low and very low-income families – to ensure there is no duplication of efforts and the best project ideas are put forward for local and state funding RFPs. On the state level, this is a highly competitive process. Non-profits duplicating efforts and resources risk our county losing out on competitive state funding.

- Collaborate with reputable developers to build quality multi-family rental housing and single-family units that are attainable for members of our workforce in the Low to Moderate Household Income levels (*these levels vary as our Area Median Income (AMI) increases annually.*
- Review Projects and Developer agreements prior to commission approval to determine if the language in the intended agreements with our city and county binds the developer to the production of housing units that meet the affordability criteria we've established to help our *gap workforce and that the components are in place to ensure tenant eligibility requirements will be followed for the long-term
- Review agreements to determine how the development entity will manage and maintain properties to provide for quality/upkeep and hold accountable to the agreements that rent rates/housing prices match the wages of the members of our workforce the development is intended to serve.
- Work with developers and our local government to provide incentives to developers to bring creative solutions to meet our housing needs for the long-term. It is important that developers are able to make the necessary ROI while creating the housing stock our community needs.

Educate

Housing Solutions Council works to educate our community members and community leaders on: the importance of affordable housing, the need for a strategy and meaningful policies to increase the availability of housing that is attainable for our workforce, providing LGAO (Local Government Area of Opportunity) funds and local government and city owned surplus land for the development of housing that is affordable.

HOW WE DO IT

Our highly knowledgeable council of local experts and concerned citizens seeks to inspire and facilitate the development of creative housing solutions in our community that will make our mid-sized county an inspiration to other counties throughout the United States. We will:

- Vet local and outside entities (i.e. developers, non-profit agencies, individuals) providing housing solutions to ensure they meet all the criteria for quality, affordability, sustainability, complementing our unique community.
- Work with local municipalities, developers and the state housing leaders to develop funding to increase opportunities for housing solutions.
- Facilitate partnerships with local non-profits, reputable developers, private investors and our local government to inspire and bring creative solutions to Martin County. Encourage Public Private Partnerships (P3s) to develop housing that meet the unique needs of our community.
- Work with city and county leadership to put surplus land to good use for hardworking members of our community in a Geographic Area of Opportunity – near schools, work and healthcare.

When the city and county work together with Housing Solutions Council, we are able to provide solutions for housing to meet the growing demand, creating a healthier economy.

Here's a short Glossary that is helpful to know when discussing this issue:

- **Affordable** – Generally accepted classification that defines when housing costs are no more than 30 percent of household income.
- **Area Median Income (AMI)** – The estimated median income, adjusted for family size, by metropolitan area (or county in nonmetropolitan areas) that is adjusted by HUD annually and used as a basis of eligibility for most housing assistance programs. This number is also used to delineate the various programs for housing. (*In Martin County, the current AMI increased to \$84,500 in April 2022.*)
- **Elderly/Senior Housing** – Residential developments restricted to tenants age 62 or older, or 80 percent of occupancy by households with at least one person 55 or older.
- **Fair Market Rent (FMR)** – An amount determined by HUD to be the monthly cost of modest, non-luxury rental units in a specific market area.
- **Housing and Urban Development (HUD)** – The United States Department of Housing and Urban Development is a Cabinet department in the Executive branch of the federal government.
- **Infill Development** – The practice of building on vacant or undeveloped parcels, especially urban and suburban neighborhoods. This promotes compact development, which in turn allows undeveloped land to remain open and green.
- **Smart Growth** – The term used to refer to a rapidly growing movement that calls for a more coordinated, environmentally sensitive approach to planning and development that calls for more efficient land use, compact development patterns, less dependence on automobiles, a range of housing opportunities and choices, and improved jobs/housing balance.



Jason Goldfarb, Founder and President of Odyssey Housing Group

Mr. Goldfarb has over 15 years of real estate development experience in building quality affordable housing with a primary focus on building quality affordable and workforce housing communities throughout the southeast region of the United States.

For the past five years, in partnership with Rural Neighborhoods, Mr. Goldfarb has successfully allocated LIHTC, HOME, SAIL and CDBG-DR funding through the Florida Housing Finance Corporation to construct multiple affordable and workforce developments in Central Florida and the Florida Keys. Each development is in either the credit underwriting or construction stage of development. Mr. Goldfarb is project managing the developments through to completion and stabilization.

Additionally, Mr. Goldfarb has consulted for multiple non-profits organizations and has most recently played a pivotal role as a development consultant for Rural Neighborhoods, Inc. in allocating and building over \$80 million in LIHTC and SAIL funding through the Florida Housing Finance Corporation for numerous elderly low-income housing, farmworker housing and workforce housing developments throughout the State of Florida. Each of the developments are in different stages of the development continuum ranging from credit underwriting and predevelopment to construction and stabilization.

Prior to founding the Odyssey Housing Group in 2017, Mr. Goldfarb served for eight years as a Director in The Related Group's affordable housing division. Mr. Goldfarb was primarily responsible for identifying new subsidies, negotiating land acquisitions in underserved markets, managing funding applications for low income and mixed income residential developments due diligence and all other pre-development activities including entitlements and site planning. During his time at The Related Group, Mr. Goldfarb secured over \$400 million in funding for the construction and/or rehabilitation of over 2,000 affordable housing units throughout the State of Florida.

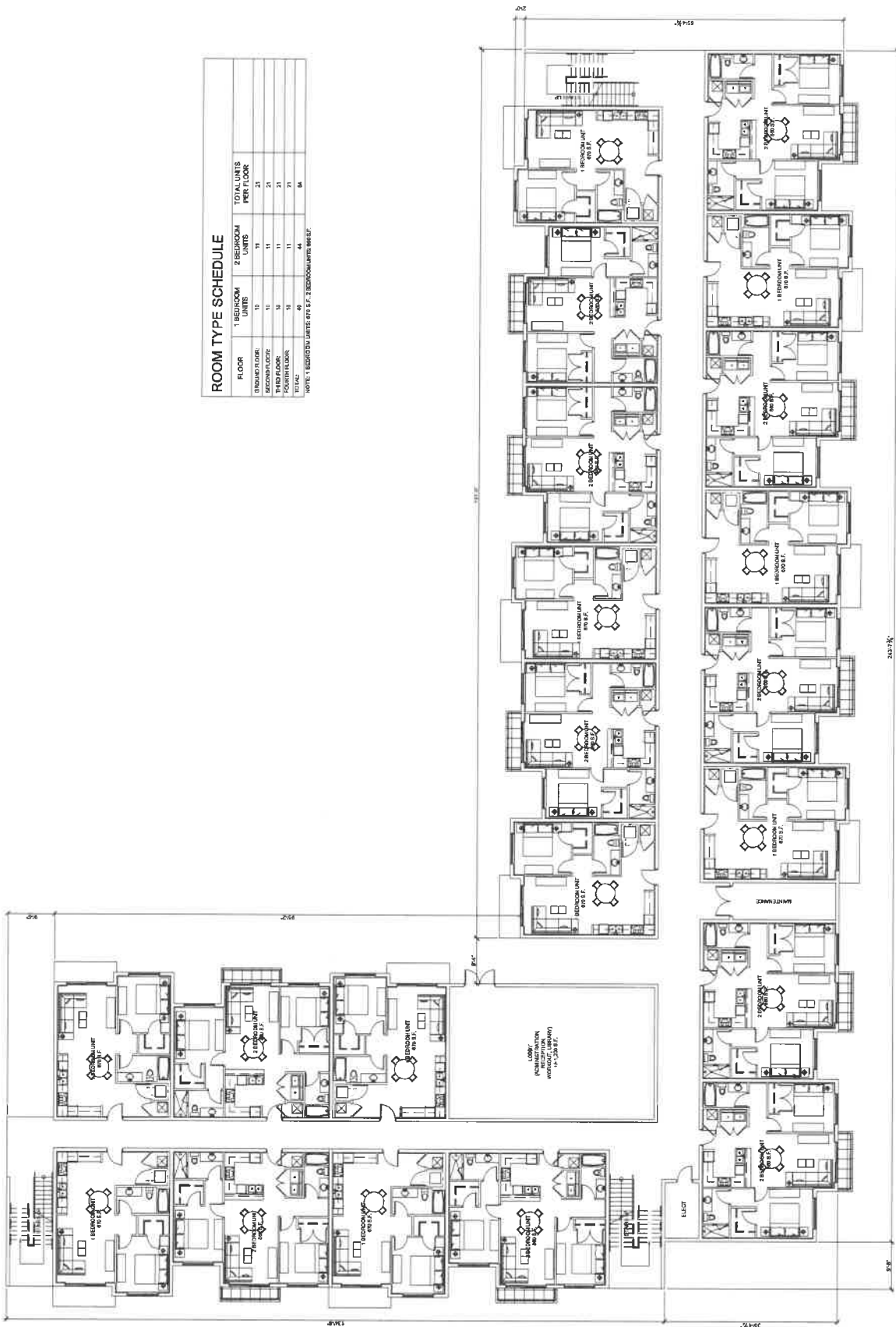
Mr. Goldfarb previously served as a senior associate for six years with the national commercial sales brokerage Marcus and Millichap. As a senior sales associate, he negotiated and facilitated over \$200 million of commercial property transactions.

Mr. Goldfarb began his career with Bonneventure Development Corp and Owner's Management Company in Cleveland, Ohio as an affordable housing project manager and property manager. Mr. Goldfarb holds a bachelor's degree in Business Administration from Kent State University.

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6/21/2022 - CLIENT REVIEW - NOT FOR CONSTRUCTION

GROUND FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 NORTH



ROOM TYPE SCHEDULE

FLOOR	1 BEDROOM UNITS	2 BEDROOM UNITS	TOTAL UNITS PER FLOOR
GROUND FLOOR	10	11	21
FIRST FLOOR	10	11	21
SECOND FLOOR	10	11	21
THIRD FLOOR	10	11	21
FOURTH FLOOR	10	11	21
FIFTH FLOOR	10	11	21
SIXTH FLOOR	10	11	21
SEVENTH FLOOR	10	11	21
EIGHTH FLOOR	10	11	21
NINTH FLOOR	10	11	21
TENTH FLOOR	10	11	21
NOTE: 1 BEDROOM UNITS ARE 800 SQ FT, 2 BEDROOM UNITS ARE 950 SQ FT			

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

Meeting Date: 10/24/2022

Prepared by: Michael Mortell

Title of Item:

AMERICAN TOWER LEASE AGREEMENT (RC):

RESOLUTION No. 102-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO LEASE BETWEEN THE CITY OF STUART, FLORIDA AND AMERICAN TOWER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

American Tower has had a lease with the City since approximately 2001. It manages and operates the Cellular Tower located near Walgreen's on East Ocean Blvd. The amendment to the lease provides a limited right of first refusal if the City ever considers selling the tower; it changes the consent required for alterations and allows subleases under the cellular regulations. American Tower also shares the rent received with the City and therefore any subleases will result in an increase in revenue to the City.

Funding Source:

NA

Recommended Action:

Move approval of Resolution 102-2022

ATTACHMENTS:

1. R102-2020 authorize amendment to american tower lease
2. Original Lease
3. Lease amendment



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

RESOLUTION NUMBER 102-2022

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE MAYOR TO EXECUTE AN AMENDMENT TO
THE TOWER LEASE BETWEEN THE CITY OF
STUART, FLORIDA AND AMERICAN TOWER;
PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, the City Commission of the City of Stuart, Florida entered into a lease for the management of a tower near East Ocean Blvd., in 2001; and

WHEREAS, the City has maintained a professional working relationship with American Tower and the lease is in full force and effect; and

WHEREAS, the Commission finds that the Public will benefit from the Lease Amendment because it will allow the City to generate increased revenue from the relationship and continue to provide mobile telephone communications within the community.

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

SECTION 1: The CITY COMMISSION authorizes the City Manager to execute the Amendment to the Lease.

SECTION 2: The amendment to the lease does not change the aesthetic nature of the tower.

SECTION 3: 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:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 24thTH day of October, 2022.
ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

AGREEMENT TO LEASE REAL ESTATE

THIS AGREEMENT TO LEASE REAL ESTATE (hereinafter the "Agreement") made and entered into this 13th day of March, 1998 between CITY OF STUART, a Florida corporation (hereinafter the "Lessor") and AMERICAN TOWER SYSTEMS, L.P., a Delaware limited partnership (hereinafter the "Lessee"), collectively, the "Parties."

WITNESSETH:

WHEREAS, Lessor is the owner in fee simple of certain real property located in the City of Stuart, County of Martin, State of Florida more fully described in the description attached hereto as "Exhibit A" and incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, Lessee desires to lease the Property from Lessor and Lessor desires to lease the Property to Lessee on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and in consideration of the terms and conditions set forth herein and with the intention of being legally bound hereby, Lessor and Lessee agree as follows:

1. LEASE: Lessor hereby leases to Lessee the Property. In addition, an access to the Property from Monterey Road shall be granted by Lessor to Lessee by way of a mutually agreed route. The access shall be available for vehicular travel including a truck 24 hours every day, seven days per week. The route shall be sufficient to permit the construction and maintenance of the Tower and its appurtenant facilities on the Property. The appurtenant facilities include transmission and utility wires and cables, conduits and pipes on the Property and along the route. In the event a new survey of the Property or of the access route is required by the Lessor for the purposes of this Agreement, the cost of such survey shall be at the sole expense of Lessee.

(a) Commencement and Term of Lease: The term of this Agreement shall commence on the date upon which all zoning and permits necessary for Lessee to erect a 200 foot tower (hereinafter the "Tower") have been secured at Lessee's sole expense. The required permits include the building permit and any other approvals necessary from the Lessor according to the land development regulations of Lessor. This date is hereinafter the "Commencement Date", and shall expire on the twentieth (20th) anniversary of the Commencement Date. No building permit or other approval shall be issued unless and until the plans for the construction have been approved by the Lessor and a site plan for the Property has been approved. The site plan is approved and is attached hereto as "Exhibit B." If Lessee is unable to secure all required zoning and permits for the Tower within 180 days of the date upon which this Agreement is

executed, either party may terminate this Agreement at its option with no further liability to the other party.

(b) Renewal: The term of this Agreement shall automatically renew for two (2) successive five (5) year periods at the same lease rate described in Paragraph 1(c) below unless written notice from either Party to the other is provided not less than ninety (90) days prior to the ensuing termination date.

(c) Lease Payment: Commencing upon the Commencement Date, Lessee shall pay as rent to Lessor sixteen percent (16%) of all revenues received by Lessee as a result of the use of the Tower generated from lease and license agreements between the Lessee and others. Any compensation to the Lessee from the Tower users in a form other than cash shall be valued at fair market value for purposes of determining the appropriate payment to the Lessor. All such payments shall be payable quarterly. Lessee shall notify Lessor of all contractual arrangements entered into for the use of the Tower. Payment of rent shall be made within thirty (30) days following the end the calendar quarter for which payment is due. Rent payments due and not paid within the thirty (30) days shall accrue interest at the annual rate of eighteen percent (18%) until paid.

(d) Reopener: Prior to the fifteenth (15th) anniversary of the Commencement Date and within 90 days thereof, the Lessor may give notice to the Lessee of the intent of the Lessor to renegotiate the amount of the Lease Payment. Both Parties agree to negotiate in good faith.

2. LESSEE'S DEFAULT: If Lessee fails to perform any act required by this Agreement when required, Lessee shall be deemed in default of this Agreement.

(a) Non-monetary obligations: If Lessee shall fail to perform any non-monetary obligation hereunder and such failure continues for thirty (30) business days after written notice thereof given by the Lessor, Lessor may, in addition to its other available remedies, seek to evict said Lessee, and may further undertake appropriate proceedings to collect all damages recognized by law as a result of such default; provided, however, Lessee shall not be in default if Lessee shall commence to cure such breach within said thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion.

(b) Monetary obligations: If Lessee shall fail to perform any monetary obligation hereunder when payment is due and such failure continues for ten (10) business days thereafter, Lessor may, in addition to its other available remedies, declare Lessee in default and may thereupon seek to evict said Lessee, and may further undertake appropriate proceedings to collect all damages recognized by law as a result of such default

3. LESSOR'S DEFAULT: In the event of default by Lessor hereunder, Lessee may, at its option, elect to enforce the terms hereof in any court of competent jurisdiction or demand and be entitled to any and all appropriate damages in connection with such default.

4. TITLE: Lessor represents and warrants to Lessee that as of the signing of this Agreement, Lessor holds marketable title to the Property and will provide satisfactory evidence thereof on or before the Commencement Date.

5. POSSESSION: Subject to Paragraph 4 above, Lessor shall deliver and Lessee shall accept possession of the Property on the Commencement Date. Lessor represents that as of the Commencement Date, Lessor shall grant no interests in the Leased Premises to any other party which have not been approved by the Lessee. Lessor shall have the right to continue to occupy the Property as well as Lessee subject to Lessee's approval, and may carry on such activities as are consistent with law and which do not interfere with Lessee's right to use the Property for a transmission facility as described in this Agreement.

6. TAXES: Lessee shall be liable for any increase in real property taxes and other assessments which are levied against the Property as a result of Lessee's use thereof. If billed directly to Lessee, Lessee shall pay directly to the applicable taxing authority. If paid by Lessor, Lessee shall pay to Lessor upon thirty (30) days prior written notice from Lessor.

7. UTILITIES: Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Property throughout the term of this Lease, and all other costs and expenses in connection with the use, operation, and maintenance of the Property and all activities conducted on the Property. Lessor shall have no responsibility of any kind for any such costs and expenses.

8. BROKER/AGENT PARTICIPATION: Lessee and Lessor agree that no real estate brokerage or agent has participated in this transaction or otherwise has any claim for a commission resulting from the real estate lease agreed to hereby.

9. GENERAL PROVISIONS: The following general provisions shall apply to the leasehold granted by this Agreement:

(a) Purpose: Lessee shall have the exclusive right to use the Property for the purpose of constructing and operating a communications facility including the fabrication and erection of the Tower on the Property as well as the erection of satellite downlink antennas, transmitter and receiver buildings, other receive and transmit antennas on the Tower and other secondary communications facilities. During the term of this Agreement, no improvements shall be made to the Property except as approved by Lessor. Before construction, Lessor shall review all of Lessee's Plans and Specifications. No construction shall commence unless and until the Plans and Specifications have been approved and all necessary permits and approvals have been granted by Lessor. Thereafter, all modifications, including Lessee's Changes defined below, shall be subject to Lessor's prior approval. Lessee's operation of its facility shall at all times be consistent with law, ordinance and administration regulation. The Tower shall be located in the area of the Property set out in Exhibit B attached hereto.

Lessor also grants to Lessee rights to (i) install electric lines from a main feed of off-site power source to the equipment and telephone lines from a main or off-site telephone entry point to the equipment, and (ii) erect, construct or make Property improvements, alterations or additions ("Lessee's Changes") appropriate for Lessee's use. Lessee's Changes may include, if permitted by law, fencing and landscaping the Leased Premises. All of Lessee's improvements to the Property, including Lessee's Changes, shall become on the date of their installation or attachment, Lessor's personal property.

(b) Assignment and Sublease: Lessee may not assign its rights under this Agreement or sublet the Property or facilities on the Property without the express consent of the Lessor.

(c) Condition of Premises: Lessee agrees that no representation as to condition or repair of the Property, and no promise to alter, repair or improve the Property has been made by Lessor. At the expiration of this Agreement, including all renewals or extensions hereof, Lessee shall deliver the Property to Lessor and all improvements and fixtures which Lessee has constructed or otherwise placed on the Property during the term of this Agreement, including all renewals or extensions hereof, shall become the property of Lessor.

(d) Right To Enter Property: Lessor shall have the right at all times to inspect or gain access to the leasehold improvements made by Lessee in or to the Property.

(e) Alterations: Lessee's Changes may include alterations, decorations, additions or improvements in or to the Property. Lessee's Changes shall be approved by Lessor and shall comply with federal, state and local laws, regulations and ordinances. Any mechanic's lien filed against the Property for work claimed to have been done for or materials claimed to have been furnished to Lessee shall be discharged by Lessee within ten (10) days after filing. Lessor shall have the right, but not the obligation, to pay or discharge any mechanic's lien. If Lessor should elect to exercise this right, Lessee shall pay Lessor the amount so expended on the next ensuing rental due date. Lessor will allow Lessee to make reasonably appropriate alterations to the Property in order to accomplish Lessee's Changes.

(f) Lessor's Nonliability: Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts of omissions of persons occupying or using property adjacent to the Property. In addition, Lessor shall not be liable for any damage or injury to any person or property which occurs on the Property due to Lessee's actions or omissions. Lessee shall maintain commercial liability insurance on the Property of a type and level consistent with good communications industry practice to be approved by the City Attorney of Lessor. Lessor shall be named as an additional insured on said policy at no cost to Lessor.

(g) Eminent Domain: If, during the term of this Agreement, proceedings shall be instituted under the power of eminent domain which shall result in an eviction, total or partial, of Lessee from the Property, this Agreement shall be voidable at the option of Lessee and

the terms above shall cease and terminate if Lessee elects to void this Agreement. Each party shall be free to make and prosecute claims against the condemning authority for their respective damages. The Lessee may elect to remain in possession in which case this Agreement shall continue until its expiration.

(h) Indemnification: Lessee shall defend, indemnify and hold Lessor harmless from and against any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation reasonable attorney's fees and expenses) incurred by Lessor on account of or arising from Lessee's use of the Leased Premises. Lessee, upon notice from Lessor, shall assist and defend at Lessee's expense any such actions or proceedings by counsel reasonably satisfactory to Lessor. This indemnity shall not apply to any claims arising from any negligent or intentional misconduct of the Lessor. This indemnity shall survive any termination of this Agreement.

(i) Remedies Not Exclusive: Each of the rights provided in this Agreement shall be cumulative.

(j) No Right To Mortgage: Lessor shall not have the right to subordinate this Agreement to any mortgage hereafter placed on the Property unless prior consent therefor has been given by the Lessor.

(j) Liens: Lessee shall keep all of the Property and every part of the Property and all buildings and other improvements at any time located on the Property free and clear of any and all mechanics', materialmen's, and other 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 Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Property, or any obligations of any kind incurred by Lessee. Lessee 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 Lessor and all of the Property and all buildings and improvements on the Property against all liens and claims of liens and suits or other proceedings pertaining to those liens.

(k) Quiet Enjoyment: Upon Lessee paying the rent and performing all of the other provisions of this Agreement, Lessor agrees that Lessee shall peacefully and quietly have, hold and enjoy the Property during the term of this Agreement

10. MISCELLANEOUS: The following additional terms and conditions apply to the performance of this Agreement by the parties:

(a) Contingent Use: Lessor agrees that Lessee's ability to use the Leased Premises is contingent upon its suitability for Lessee's intended use from a technical engineering basis and Lessee's ability to obtain any and all governmental leases, permits, and approvals required or deemed necessary or appropriate by Lessee for its use of the Leased Premises. Lessor

agrees to cooperate with Lessee and, at Lessee's expense, join in any applications for Governmental Approvals. Lessor specifically authorizes Lessee to prepare, execute and file all necessary or appropriate applications to obtain Governmental Approvals for its use under this Lease.

(b) Waiver of Default: Either party may waive or remedy any default in any manner without waiving such default remedied and without waiving any other prior or subsequent default and either party may waive or delay the exercise of any right or remedy under this Agreement without waiving that right or remedy or any other right or remedy hereunder. No waiver of any of the terms, provisions or conditions hereof shall be effective against either party unless the same is in writing and signed by the waiving party.

(c) Binding on Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties.

(d) Survival of Covenants and Warranties: Each of the agreements, covenants and warranties on the part of the Parties to this Agreement shall be deemed and construed to be on a continuing basis and shall survive the execution and deliver of this Agreement.

(e) Notices: All notices, demands or requests required or permitted under this Agreement to be given by or to either of the Parties shall be in writing and, unless and until otherwise specified in a written notice by the respective parties or any of them, shall be sent to the parties at their following respective addresses:

If to the Lessor:
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
Attn: Dept. of Admin. Services
Telephone: 561-288-5310

If to the Lessee:
American Tower Systems, Inc.
6400 North Congress Avenue
Suite 1750
Boca Raton, FL 33487
Attn: Leasing Department
Telephone: 561-998-2280

or to such other address as either party from time to time shall designate by written notice to the other. Each such notice, demand or request shall be deemed to have been properly served for all purposes if personally delivered or sent by registered certified mail return receipt requested to its addressee at its address as set forth above. Each such notice, demand or request so mailed by either party shall be deemed to have been received by its addressee on the third business day after the day of mailing.

(f) Integration; Amendment; Modification: This Agreement represents the entire agreement of the Parties as to the subject, and there exists no other oral or written agreement or understanding which is not a part of this Agreement or which shall have no force or

effect. This Agreement shall not be amended or modified except by written instrument executed by the Parties.

(g) Severability: Each section, subsection and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

(h) Law of Forum; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties agree that this Agreement was executed in Martin County, Florida and the Parties contemplate that its performance is to occur in Martin County, Florida. The Parties agree that the sole venues for all actions brought pursuant to this Agreement shall be the county or state courts of law or equity of Martin County, Florida.

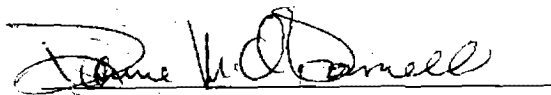
(i) Titles; Pronouns: Titles at the beginning of paragraphs, subparagraphs, sections and subsections of this Agreement are placed there for the convenience of the reader, and are of no force or effect. To the extent that said titles are expressed or implied contrary to any provision in this Agreement, the terms of the provision and not the title governs the interpretation of this Agreement. Pronouns, regardless of gender, shall be interpreted as if they were of the gender of the noun to which they refer.

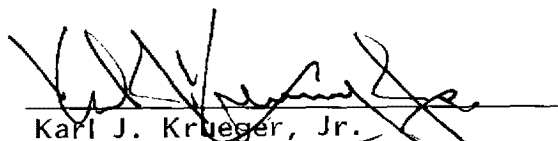
(j) Interpretation: Neither this Agreement nor any provision contained herein shall be interpreted for or against either Party solely because that Party or that Party's legal representative crafted the provision.

(k) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed and delivered this Agreement on the day and year first above written.

CITY OF STUART


DIANNE M. O'DONNELL
CITY CLERK


Karl J. Krueger, Jr.
Vice Mayor

APPROVED AS TO FORM
AND CORRECTNESS:


CARL V.M. COFFIN
CITY ATTORNEY

AMERICAN TOWER SYSTEMS, L.P.
By: ATSC GP, Inc., IT'S SOLE GENERAL PARTNER

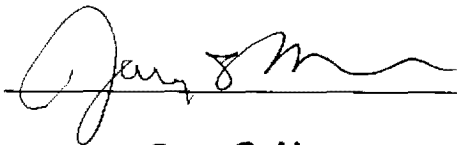
By: 
Its: Gary S. Hess
Vice President-
Southeast Region

EXHIBIT A

Legal Description of Property

EXHIBIT A

Legal Description

A 200 foot, by 200 foot, square Parcel of Land lying in Government Lot 1, Section 16, Township 38 South, Range 41 East, Martin County Florida, being more particularly described by Metes and Bounds as follows:

Commence at the Northeast corner of said Section 16; thence N88°37'56"W along the North line of said Section 16 for 1320.65 feet to the Northwest corner of Government Lot 1; thence S00°24'24"W for 2072.53 feet to a point; thence S89°35'36"E for 342.97 feet to the point of beginning of the following described Parcel; thence N00°00'00"W for 200.00 feet; thence N90°00'00"E for 200.00 feet; thence S00°00'00"E for 200.00 feet; thence S90°00'00"W for 200 feet to the point of beginning.

Said Parcel contains 40,000 square feet or 0.918 Acres more or less.

Said Parcel being subject to any/all Easements, Reservations, and Dedications.

EXHIBIT B

Site Plan

THE THIRD AMENDMENT TO AGREEMENT TO LEASE REAL ESTATE

This Third Amendment to Agreement to Lease Real Estate (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **The City of Stuart**, a Florida Municipal Corporation, ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company, ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Agreement to Lease Real Estate dated March 13, 1998 (the "**Original Lease**"), as amended by that certain First Amendment to Agreement to Lease Real Estate dated May 1, 2008 (the "**First Amendment**"), as amended by that certain The Second Amendment to Agreement to Lease Real Estate dated March 28, 2013 (the "**Second Amendment**"), (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before September 30, 2022; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Landlord under the Lease shall be paid to **The City of Stuart** by Tenant.
3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or

to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, installing, modifying, repairing, or replacing improvements within the Leased Premises, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. Provided Tenant shall provide notice to Landlord for subleasing and licensing to additional customers and/or assigning all or any portion of Tenant's interest in the Lease.

4. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased

Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease (and if the existing tower is a guyed tower, then the Leased Premises also consists of 10 feet on both sides of each guy wire and extends 20 feet beyond each guy anchor). The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

6. **Notices.** The Parties acknowledge and agree that Section 10 (e) of the Original Lease and Section 6 of the Second Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 121 SW Flagler Avenue, Stuart, FL 34994-2139; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart.
8. **Deletions.** The Parties acknowledge and agree that Section 9 (b) of the Original Lease is hereby deleted in its entirety and is of no further force and effect.
9. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

The City of Stuart,
a Florida Municipal Corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Towers LLC,
a Delaware limited liability company,

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Martin, State of Florida, and being known as
Martin County APN: 16-38-41-000-00012-0.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 200 foot, by 200 foot, square Parcel of Land lying in Government Lot 1, Section 16, Township 38 South, Range 41 East, Martin County Florida, being more particularly described by Metes and Bounds as follows:

Commence at the Northeast corner of said Section 16; thence N88°37'56"W along the North line of said Section 16 for 1320.65 feet to the Northwest corner of Government Lot 1; thence S00°24'24"W for 2072.53 feet to a point; thence S89°35'36"E for 342.97 feet to the point of beginning of the following described Parcel; thence N00°00'00"W for 200.00 feet; thence N90°00'00"E for 200.00 feet; thence S00°00'00"E for 200.00 feet; thence S90°00'00"W for 200 feet to the point of beginning.

Said Parcel contains 40,000 square feet or 0.918 Acres more or less.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Karla Disla, Esq.
ATC Site No: 2001
ATC Site Name: STUART FL1
Assessor's Parcel No(s): 16-38-41-000-000-00012-0

Prior Recorded Lease Reference:

Book 2644, Page 296
Document No: 2389111
State of Florida
County of Martin

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **The City of Stuart**, a Florida Municipal Corporation, ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company, ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Agreement to Lease Real Estate dated March 13, 1998 (the "**Original Lease**"), as amended by that certain First Amendment to Agreement to Lease Real Estate dated May 1, 2008 (the "**First Amendment**"), as amended by that certain The Second Amendment to Agreement to Lease Real Estate dated March 28, 2013 (the "**Second Amendment**"), (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be March 17, 2063. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's

Site No: 2001
Site Name: STUART FL1

request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 121 SW Flagler Avenue, Stuart, FL 34994-2139; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

The City of Stuart,
a Florida Municipal Corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization,

_____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Towers LLC,
a Delaware limited liability company,

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization,

_____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Martin, State of Florida, and being known as
Martin County APN: 16-38-41-000-00012-0.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 200 foot, by 200 foot, square Parcel of Land lying in Government Lot 1, Section 16, Township 38 South, Range 41 East, Martin County Florida, being more particularly described by Metes and Bounds as follows:

Commence at the Northeast corner of said Section 16; thence N88°37'56"W along the North line of said Section 16 for 1320.65 feet to the Northwest corner of Government Lot 1; thence S00°24'24"W for 2072.53 feet to a point; thence S89°35'36"E for 342.97 feet to the point of beginning of the following described Parcel; thence N00°00'00"W for 200.00 feet; thence N90°00'00"E for 200.00 feet; thence S00°00'00"E for 200.00 feet; thence S90°00'00"W for 200 feet to the point of beginning.

Said Parcel contains 40,000 square feet or 0.918 Acres more or less.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Karla Disla, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 16-38-41-000-000-00012-0

RESOLUTION AND CONSENT AFFIDAVIT

The City of Stuart, a Florida Municipal Corporation,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **American Towers LLC**, a Delaware limited liability company, (the "**Tenant**") pursuant to that certain Agreement to Lease Real Estate dated March 13, 1998 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and

Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____

 (Address) _____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means
of (____) physical presence or (____) online notarization,

_____, who proved to me on the basis of satisfactory
evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means
of (____) physical presence or (____) online notarization,

_____, who proved to me on the basis of satisfactory
evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means
of (____) physical presence or (____) online notarization,

_____, who proved to me on the basis of satisfactory
evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: *(circle one)* Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means
of (____) physical presence or (____) online notarization,

_____, who proved to me on the basis of satisfactory
evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means
of (____) physical presence or (____) online notarization,

_____, who proved to me on the basis of satisfactory
evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means
of (____) physical presence or (____) online notarization,

_____, who proved to me on the basis of satisfactory
evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

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

Meeting Date: 10/24/2022

Prepared by: Bonnie Landry

Title of Item:

FIRE STATION 3 - SMALL SCALE FUTURE LAND USE AMENDMENT FROM COMMERCIAL TO PUBLIC (RC):

(THIS IS A SINGLE READING ITEM)

ORDINANCE No. 2503-2022; AN ORDINANCE OF THE CITY OF STUART, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AS DEFINED IN F.S. § 163.3187; AMENDING THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP FOR AN APPROXIMATELY 1.78-ACRE PARCEL FROM THE FUTURE LAND USE OF COMMERCIAL TO THE FUTURE LAND USE OF PUBLIC; FOR THE PURPOSE OF DEVELOPING THE SITE FOR A NEW FIRE STATION TO SERVE THE NORTHERN PART OF THE CITY; AMENDING THE FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

If adopted, the ordinance will amend the Future Land Use Map (FLUM) created by the City of Stuart Comprehensive Plan. The current future land use designation for the parcel is commercial. The Future Land Use is being amended from Commercial to Public. The FLUM Amendment is consistent with the goals, objectives and policies of the City of Stuart Comprehensive Plan and is therefore in compliance.

The Local Planning Agency met on October 13, 2022, reviewed the request and voted unanimously to recommend the City Commission approve this Ordinance as drafted.

Funding Source:

n/a

Recommended Action:

Staff recommends approval of the Future Land Use Map/ Comprehensive Plan Amendment from Commercial to Public.

ATTACHMENTS:

1. A. Staff Report Fire Station 3
2. B. Ordinance 2503-2022
3. C. Application
4. D. Affidavit & Pictures



Ordinance 2503-2022 Staff Report

A. Application

Fire Station 3 Future Land Use Amendment from Commercial to Public Application Number: Z22100001

Applicant	City of Stuart
Property Owner	City of Stuart
Agent for Applicant	CAPTEC Engineering, Inc.
Date of Report	October 13, 2022

B. Executive Summary and Background

Executive Summary

The intent of this application is to change the Future Land Use of the parcel to Public to allow the construction of Fire Station 3 on 1.78 acres of land located at 3473 NW Green River Parkway. This Fire Station will allow the City to continue to deliver critical, efficient public safety services to the northern part of the City of Stuart.

The Applicant is requesting a Future Land Use Map Amendment from Commercial to Public. This request has a companion item for the same parcel for a rezone from CPUD to Public which is consistent with the Future Land Use of Public.

On October 13, 2022, the Local Planning Agency (LPA) recommended approval of the subject petition to the City Commission.

Staff recommends approval of Ordinance 2503-2022.

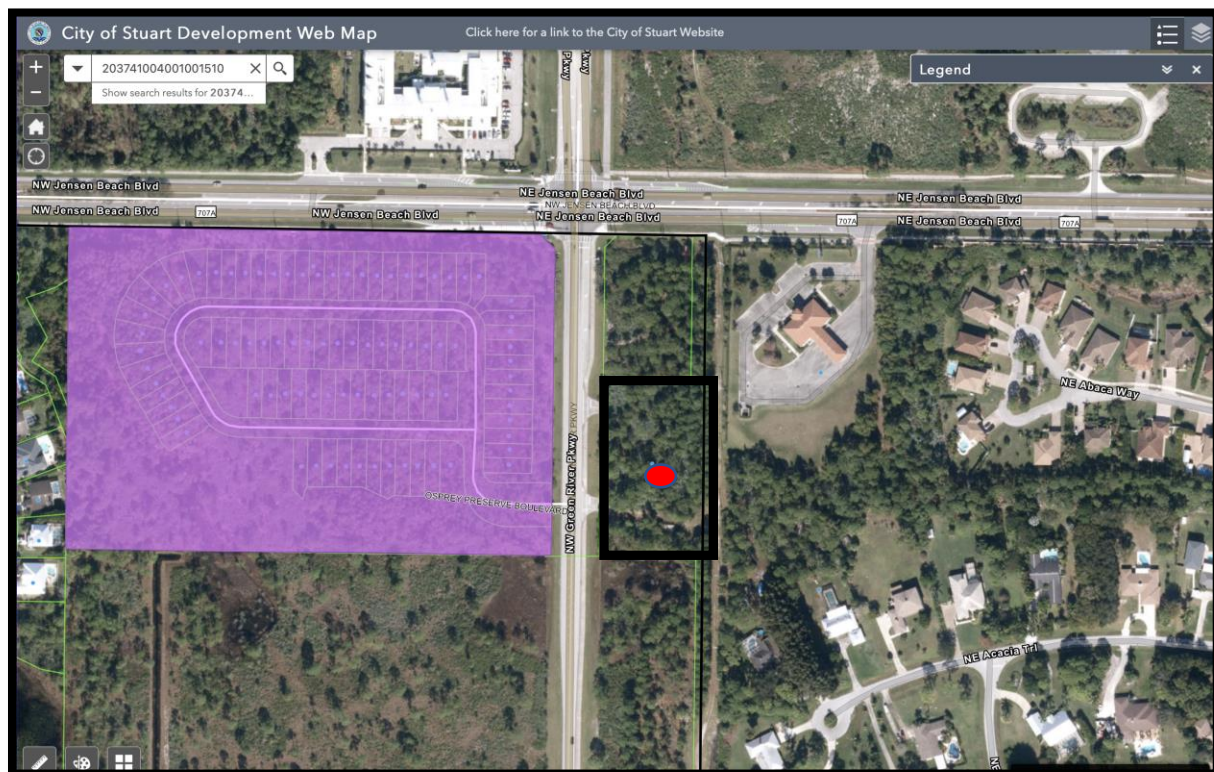
Background

The subject parcel is currently vacant and strategically located near the corner of Green River Parkway and Jensen Beach Boulevard allowing the City to provide a fire station north of the Roosevelt Bridge. This will improve the responsiveness and life safety services to the City of Stuart.

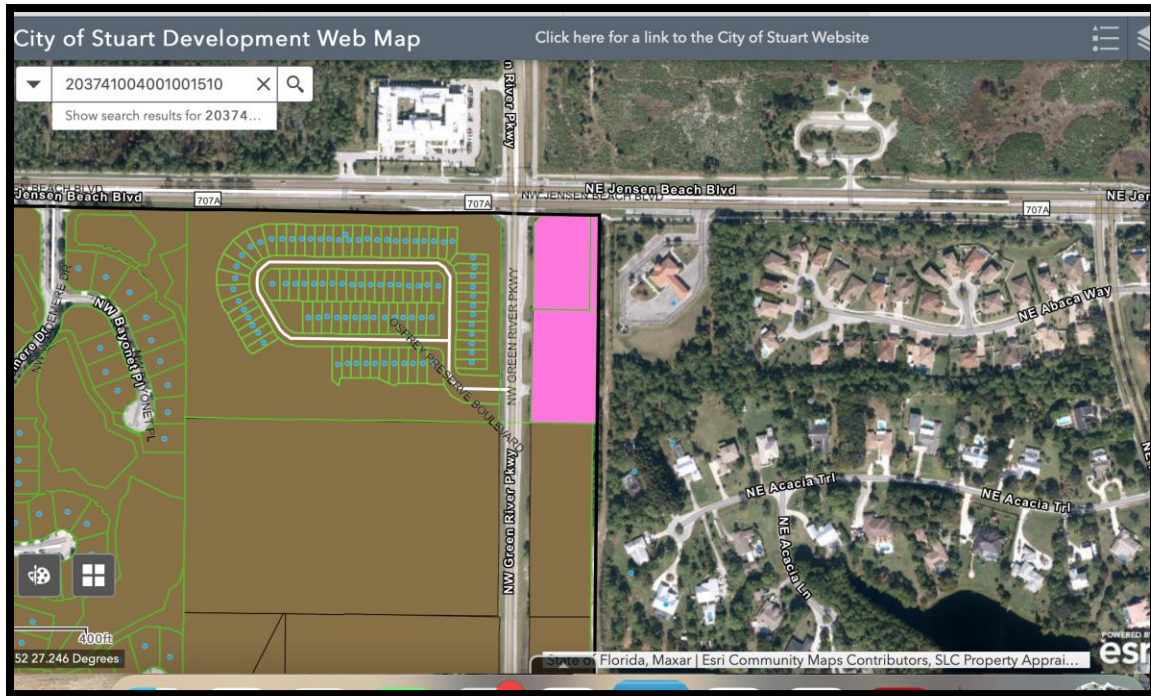
C. Site Location and Information

Address	3473 NW Green River Parkway
Parcel Number(s)	20-37-41-004-001-00151-0
Existing Zoning	CPUD
Future Land Use	Commercial
Site Area (acres)	1.78
Present Use	Vacant Land
Proposed Future Land Use Designation	Public
Proposed Zoning District	Public
Proposed Use	Fire Station

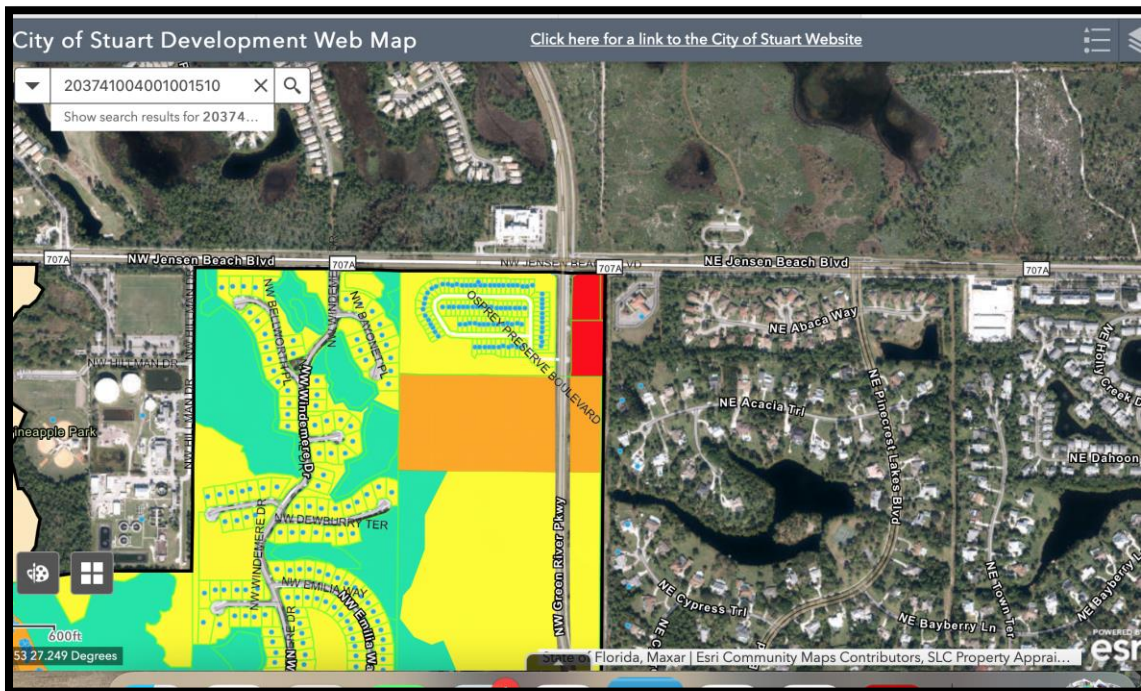
Location Map



Existing Zoning Map



Existing Future Land Use Map



B. Determination of compliance with Comprehensive Plan

Upon approval of the companion agenda item for the Future Land Use (FLU) Map amendment of the site, the corresponding zoning of Public will be consistent with the FLU of Public. The proposal complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan:

Policy 8.A1.2. Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

- a. Whether the project is needed to protect public health, welfare and safety; to fulfill the City's legal commitment to provide facilities and services; or to preserve or achieve full use of existing facilities;
- b. Whether the project increases efficiency of use of existing facilities; prevents or reduces future improvement cost; provides service to developed areas lacking full service to eliminate existing deficits; serves public schools; or promotes in-fill development and redevelopment;

Staff Analysis: Consistent. Fire Stations provide vital life safety services to the City. Public health, safety and welfare are a prioritized capital improvement.

Policy 4.A3.2. The Five-Year Public Facility work programs and the Ten-Year Water Supply Facilities Work Plan, consistent with the Capital Improvements Element of this Plan, shall be evaluated on an annual basis in order to ensure that necessary projects are prioritized based upon current conditions and future resident demand. Based upon the annual evaluation, amend the Comprehensive Plan as necessary, including updating level of service standards.

Staff Analysis: Consistent. This facility is prioritized because of its life safety services and is prioritized as this fire station will provide services to the northern part of the City and needed for both current and future residents; needs.

Policy 1.B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

Staff Analysis: Consistent. The future fire station architecture is designed to be harmonious with the surrounding area.

Policy 1.B3.9. The City shall implement architectural and site design requirements for commercial development that utilize "Crime Prevention Through Environmental Design" principles include natural surveillance and defensible space. This shall include site designs that provide for unobstructed supervision of public activity areas and access points by occupants and law enforcement while conducting routine activities and thereby discouraging criminal activity.

Staff Analysis: Consistent. The design will include CPTED elements to ensure a safe and defensible space.

E. Project Details

Existing Site Details

The subject property is vacant.

Building Area and Site Layout

The proposed Future Land Use Map Amendment will provide a Public Future Land Use on property for the future home of Fire Station 3. The new fire station will be a single-story building with three drive through apparatus bays to serve the northern portion of the City.

Building Description: The station will have six private bunks and a private officer bunk. The building has flat roofs, with a lower roof above the living quarters and a higher roof above the apparatus bay. The roofs have a minimum parapet height of 24" to screen rooftop equipment. An internal roof ladder and hatch provides access to the low roofs. A fixed exterior ladder on the east elevation, which is not visible from the public right of way provides access to the high roof. The building has a light grey base color with an accent color matching the City of Stuart Fire Department. The windows frames are white and apparatus bay doors are white. The building will be fully sprinklered.

F. Conclusion

City staff and the City's consultants have determined that the proposed Future Land Use Map amendment from Commercial to Public meets the requirements of the City of Stuart Comprehensive Plan. The project complies with many objectives and policies within the City's Comprehensive Plan to continue to provide the vital services of public safety.

Staff recommends approval of Ordinance 2503-2022.



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

ORDINANCE NO. 2503-2022

AN ORDINANCE OF THE CITY OF STUART, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AS DEFINED IN F.S. § 163.3187; AMENDING THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP FOR AN APPROXIMATELY 1.78-ACRE PARCEL FROM THE FUTURE LAND USE OF COMMERCIAL TO THE FUTURE LAND USE OF PUBLIC; FOR THE PURPOSE OF DEVELOPING THE SITE FOR A NEW FIRE STATION TO SERVE THE NORTHERN PART OF THE CITY; AMENDING THE FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on December 11, 1989, the City of Stuart City Commission approved Ordinance Number 1174-89, adopting a comprehensive growth management plan as mandated by the local government comprehensive planning and land development regulation act, Chapter 163, Part II, Florida State Statutes, also known as the City of Stuart Comprehensive Plan; and

WHEREAS, the Local Planning Agency board held a properly noticed public hearing at a regularly scheduled meeting on October 13, 2022, to consider the applicant's request and recommended approval of the subject petition to the City Commission; and

WHEREAS, the City Commission held a properly noticed public hearing at a regularly scheduled City Commission to consider the application by City Of Stuart (applicant) for a 1.78 -acre parcel of land; and

WHEREAS, the City of Stuart must continue to deliver efficient, vital public safety services throughout the City; and

WHEREAS, the City of Stuart finds this additional fire station to be in the best interest of the City of Stuart; and

WHEREAS, this public project meets the goals, objectives, and policies of the City of Stuart Comprehensive Plan; and

WHEREAS, Policy 4.A2.1 of the Infrastructure Element of the City of Stuart comprehensive plan proposed capital improvements projects will be evaluated and ranked in order of the following guideline:

a. The protection of public health, safety and welfare to fulfill the City's Legal commitment to provide facilities and services, or to maximize the use of existing facilities; and

WHEREAS, Policy 8.A1.2 of the Capital Improvement and Concurrency Management System Element of the City of Stuart comprehensive plan establishes that the proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

a. Whether the project is needed to protect public health, welfare and safety; to fulfill the City's legal commitment to provide facilities and services; or to preserve or achieve full use of existing facilities;

b. Whether the project increases efficiency of use of existing facilities; prevents or reduces future improvement cost; provides service to developed areas lacking full service to eliminate existing deficits; serves public schools; or promotes in-fill development and redevelopment; and

WHEREAS, Policy 4.A3.2 of the Infrastructure Element of the City of Stuart Comprehensive Plan establishes the Five-Year Public Facility work programs and the Ten-Year Water Supply Facilities Work Plan, consistent with the Capital Improvements Element of this Plan, shall be evaluated on an annual basis in order to ensure that necessary projects are prioritized based upon current conditions and future resident demand.; and

WHEREAS, this ordinance will amend the Comprehensive Plan Future Land Use Map for said property, more specifically identified in “Exhibit A” and “Exhibit B” from Commercial to Public Future Land Use designation to provide for the construction of Fire Station 3 to provide vital public safety services to the northern portion of the City of Stuart.

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

SECTION 1. The City of Stuart Comprehensive Plan Future Land Use Map is hereby amended to designate this parcel with the Future Land Use designation of Public.

PASSED AND ADOPTED this _____ day of _____, _____.

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:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

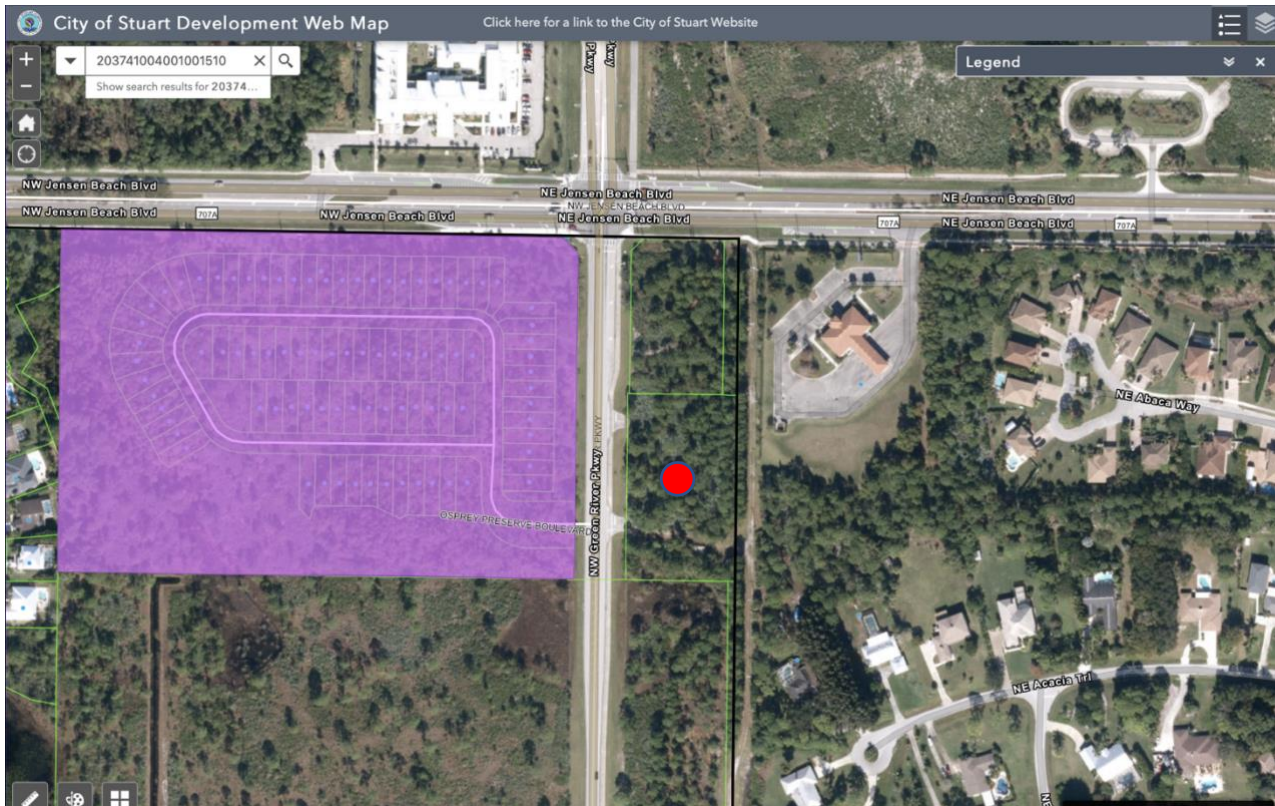
(The remainder of this page intentionally left blank)

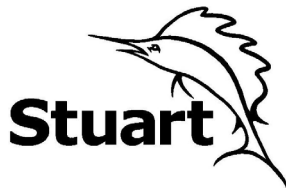
EXHIBIT A – LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SEC 20-37-41 MARTIN COUNTY FLORIDA
BEING A PORTION OF LOT 15 & 16 BLOCK 1 SAINT LUCIE GARDENS
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 PAGE
35 PUBLIC RECORDS ST LUCIE NOW MARTIN COUNTY FLORIDA BEING
MORE PARTICULARLY DESCRIBED IN OR 3030/2484 PUBLIC RECORDS
MARTIN COUNTY FLORIDA

(The remainder of this page intentionally left blank)

EXHIBIT B – LOCATION MAP





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

Received by: _____

Reviewed by: _____

Small-Scale Comprehensive Plan Amendment Application

Project ID# _____
(Staff Entry)

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

SITE INFORMATION

Project Name: City of Stuart Fire Station 3	Parcel ID#: 20-37-41-004-001-00151-0
Site Address: SE Green River Parkway, Jensen Beach, Florida 34957 - number TBD	
Subdivision: N/A	Lot(s): N/A
Site Acreage: 1.78 Acres	Flood Zone/Base Flood Elevation: Flood Zone X
Existing Zoning District / CRA Subdistrict (if applicable): Commercial	
Proposed Zoning District / CRA Subdistrict (if applicable): Public	
Current Comprehensive Plan Future Land Use Designation: Low Density Residential	
Proposed Comprehensive Plan Future Land Use Designation: Public	
Existing Land Use: Vacant (Commercial)	Proposed Land Use: Fire Station (Public)
Proposed Square Footage (if applicable): 6,523 SF	Proposed Density (if applicable):

PETITIONER INFORMATION

Property Owner: City of Stuart	Phone Number / Email Address: (772) 288-5312 ddyess@ci.stuart.us
Property Owner's Mailing Address: 121 SW Flagler Avenue, Stuart, Florida 34994	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: Joseph W. Capra, P.E.	Phone Number / Email Address: (772) 692-4344 jcapra@gocaptec.com tjshaw@gocaptec.com kkrumbholz@gocaptec.com
Agent's Mailing Address: 301 NW Flagler Avenue, Stuart, Florida 34994	
Architect: Joby L. Balint, PGAL (561) 988-4002 JBalint@pgal.com sferreri@pgal.com	Engineer: Joseph W. Capra, P.E., CAPTEC Engineering, Inc. jcapra@gocaptec.com tjshaw@gocaptec.com kkrumbholz@gocaptec.com
Planner:	Landscape Architect: Mike Flaugh, Landscape Architect (772) 419-0024 mike@mikeflaughla.com pete@mikeflaughla.com

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared David Dyess

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

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a Minor Site Plan Application in the City of Stuart, FL.
3. That he/she has appointed Captec Engineering, Inc. to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: City of Stuart

[Signature]
Signature of Owner:

David Dyess, City Manager

By: Name/Title
Stuart Florida 34994

Street Address

121 SW Flagler Avenue

City, State, Zip Code

Stuart, Florida 34994

P.O. Box

772-288-5312

City, State, Zip Code

Telephone Number

Fax Number

Ddyess@ci.stuart.us

Email Address:

STATE OF FLORIDA, COUNTY OF Martin

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

3 day of October, 2022 By David Dyess

Personally Known OR Produced Identification

Type of Identification Produced:

[Signature]
Notary Public



Financial Responsibility Form

(Please Print or Type)

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

Name: David Dyess
Title: City Manager
Company: City of Stuart
Company Address: 121 SW Flagler Ave

City/State/Zip Code: Stuart Florida, 34994
Telephone Number: 772-288-5312
Facsimile Number:
Email Address (optional): Dyess@ci.stuart.us

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

1. Signed this 03 day of October, 2022.



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

Application Requirements

Fees:

- ☒ Minor Development Plan - \$1,703.00; or
☐ Amendment to approved site plan - \$852.00

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

A Minor Development Plan is one which is:

- A single-family, multi-family or duplex residential project of between 3 and 35 units, inclusively.
- A non-residential development under 50,000 square feet in area.
- A mixed-use development under 50,000 square feet in area.
- A public or private institutional development less than one acre in land area.
- Commercial tenant finishes.

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. *(The data requirements for a site plan are available at the Development Department)*

Approving Authority: The Development Director has the administrative authority to approve this application after review by appropriate City staff and, if necessary, the City's consultants.

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

- Is consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and
- Complies with the relevant development standards of the City of Stuart Land Development Code *(include additional pages if needed)*.

(over)

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

David Dyess, being first duly sworn, depose(s) and say(s):

That I am the owner or petitioner of the following described property which constitutes the location for which notification is required:

3473 NW GREEN RIVER PKWY JENSEN BEACH 34957

That a copy of the notice was sent by regular U.S. Mail on (09/09/2022) to the property owners within 300 feet of the subject property; and

That a list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent and property was posted 15+ days prior to the scheduled public hearing(s) for this item.


SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

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 19 day of September, 2022 By
David Dyess
Personally Known OR Produced Identification


Type of Identification Produced:

Notary Public, State of Florida
(Notary Seal)

My Commission expires:



MICHELLE VICAT
Commission # GG 230877
Expires October 17, 2022
Bonded Thru Budget Notary Services



From the office of Jenny Fields, CFA
Martin County Property Appraiser

NOTICE

Public information data is furnished by the Martin County Property Appraiser's office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied, as to the correctness, accuracy, reliability, completeness, usefulness, suitability and/or timeliness of information or links herein.

This data is not certified. This data does not include any owners who qualify for confidentiality pursuant to FS 119.071 & 493.6122. This office assumes no liability associated with the use or misuse of such data.

Note that search results may not be complete due to public records exemptions. If compiling results for legal notice, a complete list is required. For assistance with missing parcel owner information, please contact the Martin County Property Appraiser's Office at 772-288-5608.

The address labels are formatted for 1" x 2 5/8" labels. 3 across by 10 down.
Compatible with Avery 5160.

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

ERB MEL J JR PARK SUSIE
3401 SW ST LUCIE SHORES DR
PALM CITY FL 34990

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

OSPREY KEY ASSOCIATION INC
1400 CENTERPARK BLVD STE 1000
WEST PALM BEACH FL 33401

FRUGGIERO JEFFREY E FRUGGIERO
SHAUNA
63 NE ACACIA TRL
JENSEN BEACH FL 34957

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

OSPREY KEY ASSOCIATION INC
1400 CENTERPARK BLVD STE 1000
WEST PALM BEACH FL 33401

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

PINECREST LAKES INC
340 JENSEN BEACH BLVD
JENSEN BEACH FL 34957

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

STINSON CHRISTOPHER & RENEE
93 NE ACACIA TRL
JENSEN BEACH FL 34957

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

THOMAS TRUST L L C
4 MARINA ISLES BLVD #302
INDIAN HARBOUR BEACH FL 32937

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

THOMAS TRUST LLC
4 MARINA ISLES BLVD STE 302
SATELLITE BEACH FL 32937

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

WADELL CHARLES R WADELL SONDR A F
123 NE ACACIA TRL
JENSEN BEACH FL 34957-4621

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401



JENSEN BEACH
2301 NE SAVANNAH RD
JENSEN BEACH, FL 34957-9998
(800)275-8777

09/09/2022 02:32 PM

Product	Qty	Unit Price	Price
Mightv MS	1	\$6.00	\$6.00

Grand Total: \$6.00

Credit Card Remit \$6.00

Card Name: VISA
Account #: XXXXXXXXXXXX9406
Approval #: 319023
Transaction #: 431
AID: A0000000031010 Contactless
AL: VISA CREDIT

Every household in the U.S. is now
eligible to receive a third set
of 5 free test kits.
Go to www.covidtests.gov

In a hurry? Self-service kiosks offer
quick and easy check-out. Any Retail
Associate can show you how.

Preview your mail
Track your Packages
Sign up for FREE @
<https://intormedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 114470-0410
Receipt #: 840-53270162-3-5722035-1
User: 21

1783.28.1
City of Stuart Task 4B

Fire Station 3

Notices to adjacent
property owners.

9/9/2022

NOTICE OF PUBLIC HEARING

**FUTURE LAND USE AMENDMENT
FROM COMMERCIAL TO PUBLIC**

Fire Station 3

STUART LIA October 1st, 2012 at 9:30 PM

AND

CITY COMMISSION

October 31st, 2012 at 5:30 P.M.

STUART CITY HALL 325 SW FLAGLER AVE.

772-288-5326 9:30 AM- 5:00 PM

**VISIT WWW.CITYOFSTUART.US FOR MORE
INFORMATION**



NOTICE OF PUBLIC HEARING

**FOR ZONE C-200 USE AMENDMENT
FROM COMMERCIAL TO PUBLIC**

For Ordinance 2

Monday, April 10, 2017, 6:00 PM to 8:00 PM

City Commission

Monday, April 10, 2017, 6:00 PM to 8:00 PM

City Council Meeting Room, 100 N. Main Street

For more information, call 336-222-2222

Visit www.cityofhickory.com for more information

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 10/24/2022

Prepared by: Bonnie Landry

Title of Item:

MAJOR AMENDMENT TO THE JOHNSON HONDA CPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2504-2022; 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 5.83-ACRE PROPERTY OWNED BY TURQUOISE MOON LLC AT 4200 SOUTHEAST FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING JOHNSON HONDA AUTOMOBILE DEALERSHIP CPUD TO ADD TWO (2) PARKING GARAGES; 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:

Johnson Honda is a Commercial Planned Unit Development (CPUD) is requesting a Major Amendment to the most recent PUD agreement approved July 28th, 2008 by Ordinance 2163-08. The amendment will allow for the construction of two parking garages for vertical storage of automobile inventory to be located on 5.83 acres of land located at 4200 SE Federal Highway, Stuart, Florida 34997. The applicant requests a waiver for the internal landscaping requirements. This is a redevelopment of a site which will include vertical construction that provides compact urban development. The vertical storage of automobiles provides a much more secure facility; it provides covered areas that are not in direct sunlight and the compact urban development causes less impact. In this instance, the applicant is permitted a maximum of 65% impervious area. The applicant has provided a total of 52.6% of impervious area because of the compact environment. Without the waiver of the landscape requirement, the vehicle storage could result in an impervious area much closer to 65%.

The Local Planning Agency met on October 13, 2022. The LPA requested the Ordinance be amended to include standard development conditions such as timeframe for construction. The LPA unanimously recommended approval of this Ordinance with the additional development conditions and to include the granting of the waiver for the internal landscaping requirements.

Funding Source:

n/a

Recommended Action:

Staff recommends approval of this ordinance to include a waiver of the internal landscape requirements as requested.

ATTACHMENTS:

1. A. Staff Report - Johnson Honda CPUD
2. B. Ordinance _2504-2022
3. C. Ordinance 2504-2022 'Exhibit D'
4. D. Application

5. E. Affidavit & Pictures
6. D. Attachments/Backup Material



Ordinance 2504-2022 Staff Report

A. Application

Johnson Honda of Stuart
Major CPUD Amendment
Application Number: Z22060002

Applicant	Turquoise Moon LLC
Property Owner	Turquoise Moon LLC
Agent for Applicant	Drew Wilkinson
Project Manager	MVE and Partners
Date of Report	October 13, 2022

B. Executive Summary and Background

Executive Summary

The intent of this application is to request the approval of a major amendment to the Johnson Honda of Stuart Commercial Planned Unit Development (CPUD) to allow the construction of Auto Dealership on 5.83 acres of land located at 4200 SE Federal Highway, Stuart, Florida 34997.

The Applicant is requesting a modification of the existing Johnson Honda auto dealership by adding two (2) parking garages.

On October 13, 2022, the Local Planning Agency (LPA) recommended approval of the subject petition to the City Commission.

Staff recommends approval of Ordinance 2504-2022.

Background

Ordinance 2163-08 was the original Commercial Planned Unit Development (CPUD) agreement for the subject property. This ordinance was approved in July of 2008 which allowed for the initial construction of the Johnson Honda auto dealership. The major amendment to this CPUD would allow Johnson Honda to expand their existing capacity by adding two (2) parking garages. The garages will be constructed over existing asphalt parking lots. The project will be completed in two phases. Phase I, Building A, will be constructed initially while Phase II, Building B, will be included under a future application. Phase I of the project will include 5,270 SF service/parts expansion as part of the first parking structure. The existing

building footprint is approximately 26,652 SF and after the proposed expansion it will be approximately 31,715 SF. The project is planned for completion by the end of 2025.

C. Site Location and Information

Address	4200 SE Federal Highway, Stuart, Florida 34997
Parcel Number(s)	38-38-42-002-217-00010-0
Existing Zoning	CPUD
Future Land Use	Commercial
Site Area (acres)	5.83
Present Use	Auto Dealership
Proposed Land Use Designation	Auto Dealership
Proposed Zoning District	CPUD
Proposed Use	Commercial

Location Map



D. Determination of compliance with Comprehensive Plan

The proposal complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan:

Policy 1.A3.2. The City's Future Land Use Map and land development regulations shall direct development to areas where adequate utilities, services and schools exist or are planned in order to protect natural resources.

Staff Analysis: Due to the fact that this project is an addition to an existing site, current utility connections are sufficient for the building expansion. Additionally, traffic analysis has been completed by MacKenzie Engineering and Planning Inc. All other sections of Policy 1.A3.2 have been met and deemed acceptable by staff.

Policy 1.A7.2. Gross densities, gross intensities and proportional use amounts for each land use category are established in the "Table of Land Use Densities and Intensities" that is adopted as part of this element...

Land Use Category	CRA	General	UPUD, RPUD, or UCE	ALF	Residential	FAR	Non-residential
Multi-Family Residential	Out	<10 du/ac to 11.62 du/ac	<30 du/ac	<30 du/ac	70—100%	<0.5 FAR	0—30%

Staff Analysis: This project will be in compliance with CPUD standards and Ordinance 2163-08.

Objective 1.B1. - Compact Urban Form: Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

Staff Analysis: The applicant is developing on their existing auto dealership site. By developing the parking garages and services bays in the manner that is presented on the site plan the applicant is showing vertical density rather than expansion into the preservation areas surrounding the property. Staff believes this site plan design is in compliance with Objective 1.B1.

Policy 1.B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

Staff Analysis: The applicant has provided a massing exhibit which shows similar development and design patterns along US HWY 1. Staff believes the proposed development is in compliance with Policy 1.B3.2.

Policy 1.B3.7. Open spaces are relatively undeveloped areas used to enhance natural resource conservation, recreation, or aesthetic functions of an urban environment. Open spaces may include preserved wetlands, landscaped stormwater facilities, landscaped areas, playgrounds, parks, and golf courses.

Staff Analysis: The applicant is providing vertical density with the proposed parking garages with staff finds to be sufficient in order to protect adjacent green space and preservation areas surrounding the site.

Policy 1.B3.9. The City shall implement architectural and site design requirements for commercial development that utilize "Crime Prevention Through Environmental Design" principles include natural surveillance and defensible space. This shall include site designs that provide for unobstructed supervision of public activity areas and access points by occupants and law enforcement while conducting routine activities and thereby discouraging criminal activity.

Staff Analysis: The applicant has provided architectural and site design requirements that allow for unobstructed supervision of public activity and access points for law enforcement.

E. Project Details

Traffic

The City's Traffic Consultant, Kimley Horn and Associates, Inc., has completed the review of the applicant's Traffic Analysis and confirmed that the proposed development is consistent with the City's Concurrency Requirements. According to the Traffic Analysis, the proposed addition to the auto dealership generates fewer than 20 net new trips and City of Stuart Code, Section 4.05.00.

Drainage

The City's Traffic Consultant, Kimley Horn and Associates, Inc. completed the review of the applicant's Stormwater Report and has confirmed that the proposed development meets the City's requirements for stormwater management. As stated within the applicant's drainage report, the project's stormwater management system will consist of low impact development strategies which will ultimately decrease the impervious areas on the site.

Existing Site Details

The subject property is currently used as an auto dealership and the proposed expansion will create parking garage structures and additional service bays.

Proposed Project Details

Access and Circulation

Access is granted to the site via SE Pomeroy Street and US Hwy 1. A monument sign is currently located at the corner of SE Pomeroy and US Hwy 1 and there are no proposed changes to the existing monument sign and no proposed plans for any additional monument signs on the property. Vehicular circulation is provided using internal drive isles that connect to the service and maintenance bays along Pomeroy Drive and the guest entrance on US 1. Pedestrian circulation is provided through sidewalks and landscape islands that connect to the guest services entrance of the property.

Building Area and Site Layout

The applicant has proposed to expand the existing auto dealership from 26,652 SF to 31,715 SF. This expansion will take place in two phases and will result in two parking garages.

Parking

The existing parking encompasses 271. The new configuration of the site will reduce the existing parking spaces to 130. Building A (garage I) will create 298 parking spaces and Building B (garage II) will create 233. This will create a new total of 661 parking spaces on the premises. The applicant is also proposing 4 electric vehicle charging stations.

Landscaping, Open Space, and Native Vegetation Area

City staff has reviewed the proposed landscaping and the applicant's proposal is unable to meet the interior landscape area requirements due to the layout of the originally approved and constructed site.

The applicant is requesting a waiver from this requirement. The applicant is proposing landscape parking lot islands to separate every 10 parking stalls. Each island will contain one shade tree and groundcovers.

Finally, the applicant is permitted a maximum of 65% impervious area. The applicant has provided a total of 52.6% of impervious area.

Signage

The Applicant has provided staff with a location and design for the proposed wall signage on the parking garage. The original CPUD ordinance approval, 2163-08 Exhibit C, included condition 31 which prohibited signage on the fourth floor of the parking structure. The proposed signage has been proposed on the third floor of the parking garage.

F. Conclusion

Staff has reviewed the subject petition for a Major PUD Amendment from CPUD to Commercial located at 4200 SE Federal Highway, Stuart, Florida 34997.

City staff and the City's consultants have determined that the proposal meets the requirements of the Land Development Code, subject to the waivers requested herein. The project complies with many objectives and policies within the City's Comprehensive Plan and supports compact urban development with the vertical construction of parking garage to house auto inventory which is currently provided horizontally.

Staff recommends approval of Ordinance 2504-2022.



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

ORDINANCE NUMBER 2504-2022

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 5.83-ACRE PROPERTY OWNED BY TURQUOISE MOON LLC AT 4200 SOUTHEAST FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING JOHNSON HONDA AUTOMOBILE DEALERSHIP CPUD TO ADD TWO (2) PARKING GARAGES; 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, the Local Planning Agency board held a properly noticed hearing on October 13th, 2022, to consider the applicant’s request and recommended approval of the subject petition to the City Commission 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 Turquoise Moon LLC (property owner), for a 5.83-acre parcel of land located at 4200 Southeast Federal Highway; 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 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. **Overall Site Plan, Johnson Honda, Sheet 1 of 1, prepared by CAPTEC Engineering, dated 09.23.2022.**
- b. **ALTA/NSPS Land Title Boundary and Topographic Survey, Sheets 1-5, prepared by Betsy Lindsay, Inc., dated 05.25.2022.**
- c. **Landscape Plan, Phase 1, Sheets L1-L7, prepared by Michael Flaugh dated 06.30.2022.**

- d. **Landscape Plan, Phase 2, Sheets L1-L5, prepared by *Michael Flaugh* dated 06.30.2022.**
- e. **Overall Elevations, Sheets A2-21.1-A104, prepared by *MVE Partners (two sheets)*, dated 6-10, 2022.**
- f. **Overall Section, Sheet A1-32.1, prepared by *MVE Partners*, dated 6.10, 2022.**
- g. **Auto Turn Exhibit, prepared by CAPEC Engineering, dated 9-23-22.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall remain Commercial (C). 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 the addition of 2 parking garages 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 and the Florida Building 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.

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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:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
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 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:

C. David Johnson Jr, Manager of
Turquoise Moon LLC

Print Name: _____

By: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2022, by C. David Johnson Jr, Manager of Turquoise Moon LLC.

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:

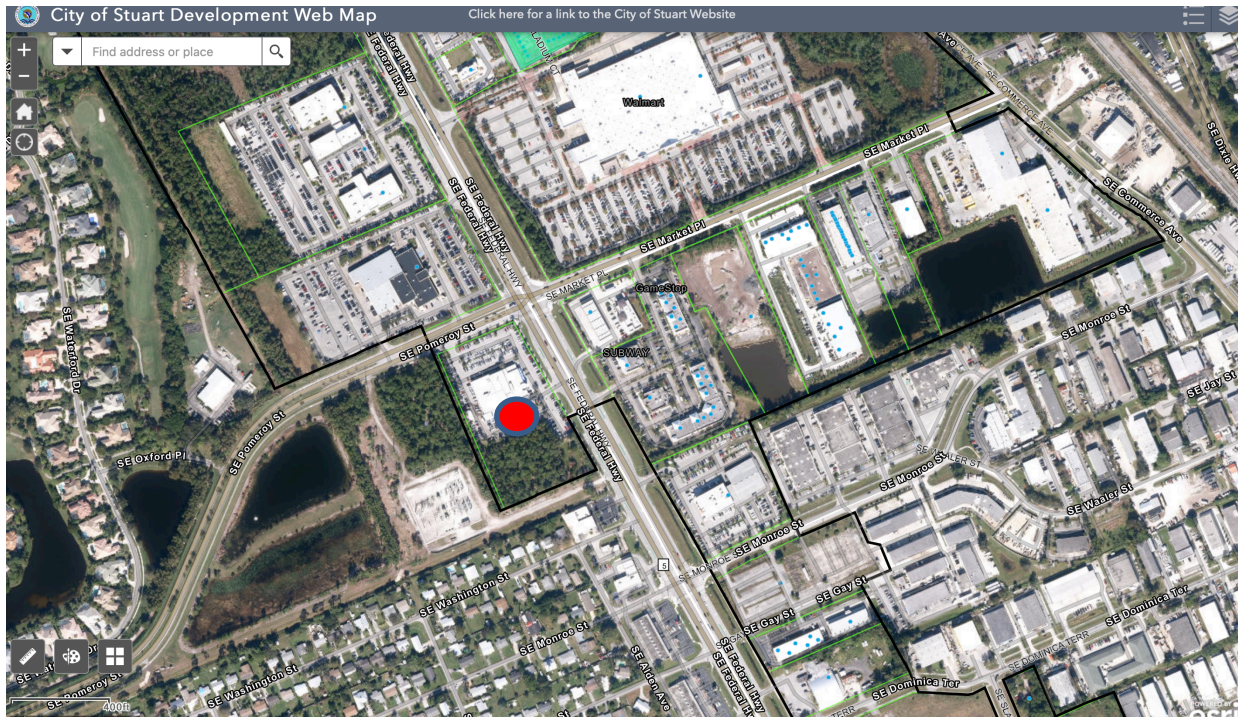
EXHIBIT A – LEGAL DESCRIPTION

JOHNSON HONDA OF STUART CPUD

SEWALL'S POINT LAND CO, TR 217 W OF HWY & E 1/2 OF TR 218 (LESS S 50' & N 12.5'
OF BOTH)

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EXHIBIT B – LOCATION MAP



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EXHIBIT C – DEVELOPMENT CONDITIONS

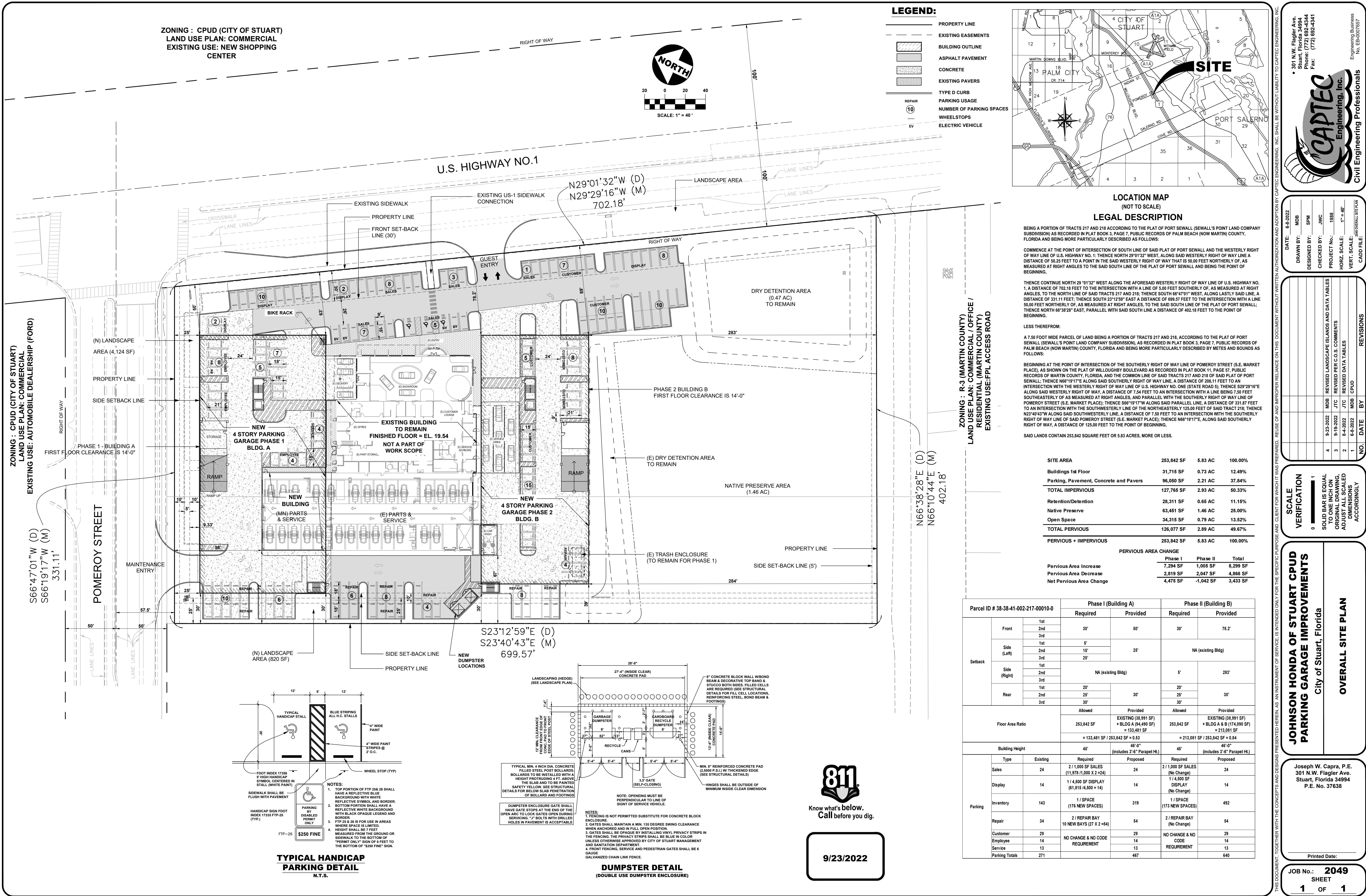
Approved Plans and Documents

1. The Wallace Volvo CPUD amendment project and use thereof shall comply with the following drawings and documents:
 - a. **Overall Site Plan, Johnson Honda, Sheet 1 of 1, prepared by CAPTEC Engineering, dated 09.23.2022.**
 - b. **ALTA/NSPS Land Title Boundary and Topographic Survey, Sheets 1-5, prepared by Betsy Lindsay, Inc., dated 05.25.2022.**
 - c. **Landscape Plan, Phase 1, Sheets L1-L7, prepared by Michael Flaugh dated 06.30.2022.**
 - d. **Landscape Plan, Phase 2, Sheets L1-L5, prepared by Michael Flaugh dated 06.30.2022.**
 - e. **Overall Elevations, Sheets A2-21.1-A104, prepared by MVE Partners (two sheets), dated 6-10, 2022.**
 - f. **Overall Section, Sheet A1-32.1, prepared by MVE Partners, dated 6.10, 2022.**
 - g. **Auto Turn Exhibit, prepared by *CAPEC Engineering*, dated 9-23-22.**
2. 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. The build out date shall be two years from the date that this ordinance is recorded.
3. The build out date shall be two years from the date that this ordinance is recorded.

4. Additional stormwater calculations and exhibits shall be provided, if requested, prior to final site approval.
5. 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.
6. Consistent with F.S. 163.31801 and prior to the issuance of each building permit, the owner shall pay all applicable impact fees.
7. 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.
8. All work shall conform with the 7th edition of the Florida Fire Prevention Code.
9. Prior to the issuance of a Certificate of Occupancy for each building, an inspection from the Development Department is required.
10. 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.

(The remainder of this page intentionally left blank)

EXHIBIT D – DEVELOPMENT DOCUMENTS



SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/1990 ADJUSTED (NAD 83/90), FLORIDA EAST ZONE, REFERENCE A BEARING OF N29°29'16"W ALONG THE CENTERLINE OF U.S. HIGHWAY NO. ONE (STATE ROAD 5).
2. THE ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), REFERENCE NATIONAL GEODETIC SURVEY BENCHMARK "GCY D15", ELEVATION = 16.78 FEET. SOME ELEVATIONS WERE COLLECTED IN THE FILED REFERENCE THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) BASED ON MARTIN COUNTY BENCHMARK "MARTIN COUNTY BM 15-4", ELEVATION=19.978 FEET. THE ELEVATIONS WERE CONVERTED TO NAVD 88 USING CORPSCON VERSION .016, A NATIONAL GEODETIC SURVEY PROGRAM. THE CONVERSION FACTOR FROM NGVD 29 TO NAVD 88 IS (-)1.457 FEET.

3. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

4. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.

5. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.

6. ABOVE GROUND EVIDENCE OF UNDERGROUND UTILITIES WERE LOCATED AND SHOWN HEREON.

7. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 120165, PANEL NO. 0163, SUFFIX H, EFFECTIVE DATE FEBRUARY 19, 2020. NO SEARCH FOR MAP MODIFICATIONS WAS MADE BY THIS SURVEYOR.

8. THIS SURVEY WAS PERFORMED IN THE FIELD BETWEEN JANUARY 12, 2007 AND APRIL 22, 2022.

9. THIS PROPERTY IS A COMMERCIAL PLANNED URBAN DEVELOPMENT. SETBACKS WERE DETERMINED WITH THE SITE PLAN.

10. THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT PERFORMED BY CHICAGO TITLE INSURANCE COMPANY, REFERENCE POLICY NUMBER FL-1008-107-05462, DATE OF POLICY OCTOBER 26, 2009 AT 12:42 P.M., REFERENCE THE FOLLOWING EXCEPTIONS IN SCHEDULE B PART 1:

1. Standard Exceptions
- A. Rights or claims of parties in possession not shown by the Public Records.
- B. Encroachments, overlaps, boundary lines disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements or claims of easements not shown by the Public Records.
- D. Any lien or right to a lien for services, labor or materials now or hereafter furnished, imposed by law and not shown by the Public Records.
- E. Taxes or special assessments which are not shown as existing liens by the Public Records.
- F. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such lands.
- G. Taxes and assessments for the year 2009 and subsequent years, not yet due and payable.

NOTE: Exceptions 1(A) through 1(F) are hereby deleted.

2. Matters shown on the plat of Port Sevall as recorded in Plat Book 3, page 7, Public Records of Martin County, Florida. (ILLUSTRATED ON SURVEY.)
3. Permanent Drainage Easement as set forth in that Order of Taking under Civil Action No. 94-227 CA, filed June 6, 1994, in Official Records Book 1074, page 2143, Public Records of Martin County, Florida. (ILLUSTRATED ON SURVEY.)
4. Declaration of Special Property Use Restrictions, Right of First Refusal and Option to Repurchase by and between Global Development, LLC, and Turquoise Moon LLC, recorded in Official Records Book 2256, Page 2313, as amended by Amendment to Declaration of Special Property Use Restrictions, Right of First Refusal and Option to Repurchase recorded in Official Records Book 2354, Page 2198, and further amended by Second Amendment to Declaration of Special Property Use Restrictions, Right of First Refusal and Option to Repurchase recorded in Official Records Book 2413, Page 2174, Public Records of Martin County, Florida.
5. Ordinance No. 2163-06 of the City Commission of the City of Stuart, Florida, recorded in Official Records Book 2344, Page 2193, Public Records of Martin County, Florida.
6. Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this Policy only insures the amount actually disbursed, but as proceeds of such loan are disbursed in good faith and without actual knowledge of any adverse matters in title, the amount of insurance under this Policy shall increase to the extent of such disbursement up to the amount of insurance stated in Schedule A, but neither the date of Policy nor any other part of the Policy shall be deemed changed by virtue of such disbursement.
7. Any rights, interests or claims arising from the following matters shown on survey prepared by Betsy Lindsay, Inc., dated January 19, 2007, last revised May 4, 2007, under Project No. 07-02:
- a) A wiring pull box is located along the west boundary of the property without the benefit of an apparent easement or agreement of record. (THE WIRING PULL BOX IS LOCATED ALONG THE NORTHERLY BOUNDARY AND IS ILLUSTRATED ON SURVEY.)
- b) An overhead utility wire crosses the southeast boundary of the property without the benefit of an apparent easement or agreement of record. (THE OVERHEAD UTILITY WIRE CROSSES THE SOUTHWEST CORNER OF THE PROPERTY AND IS ILLUSTRATED ON THE SURVEY.)
- c) An asphalt and gravel driveway is depicted in the northerly portion of the property. (THE DRIVEWAY IS NO LONGER ON THE PROPERTY.)
- d) A concrete power pole encroaches over the east property line without the benefit of an apparent easement or agreement of record. (THE CONCRETE POWER POLE IS 1.37' SOUTH OF THE SOUTH PROPERTY LINE AND IS ILLUSTRATED ON THE SURVEY.)
8. Consent That Property Securing Loan Will Not Be Used As Cross Collateral by and among American Honda Finance Corporation, Turquoise Moon LLC, and Global Development, LLC, dated October 20, 2009, recorded October 26, 2009, in Official Records Book 2418, Page 2744, Public Records of Martin County, Florida.

AND REFLECTS THE ITEMS DISCLOSED IN CHICAGO TITLE INSURANCE COMPANY ENDORSEMENTS NO 1 THROUGH NO. 10

ENDORSEMENT NO.1. The Company insures there have been no instruments filed among the Public Records of Martin County, affecting title to the lands described in Schedule A from October 26, 2009 at 12:42 p.m. through April 5, 2010 at 8:00 a.m. other than the following:

- A. Resolution Number 130-09 recorded in Official Records Book 2421, Page 564; (INFORMATION ONLY)
- B. Water and Wastewater Service Agreement recorded in Official Records Book 2431, Page 2119; (INFORMATION ONLY)
- C. Notice of Commencement recorded in Official Records Book 2433, Page 625; (INFORMATION ONLY)
- D. Additional Consent that Property Securing Loan Will Not be Used as Cross Collateral recorded in Official Records Book 2443, Page 678; (INFORMATION ONLY)
- E. Notice of Future Advance recorded in Official Records Book 2443, Page 688. (INFORMATION ONLY)

3. The Company insures each of the foregoing is subordinate to the lien of the mortgage insured except:
- A. Resolution Number 130-09 recorded in Official Records Book 2421, Page 564; (INFORMATION ONLY)
- B. Water and Wastewater Service Agreement recorded in Official Records Book 2431, Page 2119; (INFORMATION ONLY)
- C. Additional Consent that Property Securing Loan Will Not be Used as Cross Collateral recorded in Official Records Book 2443, Page 678; (INFORMATION ONLY)

ENDORSEMENT NO.2. NO NEW MATTERS

ENDORSEMENT NO.3. NO NEW MATTERS

ENDORSEMENT NO. 4. The Company insures there have been no instruments filed among the Public Records of County, affecting title to the lands described in Schedule A from May 4, 2010 at 5:00 p.m. through June 10, 2010 at 6:00 a.m. other than the following: Easement granted to Florida Power & Light Company recorded May 13, 2010, in Official Records Book 2453, page 1889, of the public records of Martin County, Florida. (ILLUSTRATED ON THE SURVEY)

3. The Company insures each of the foregoing is subordinate to the lien of the mortgage insured except:

None

ENDORSEMENT NO. 5. NO NEW MATTERS

ENDORSEMENT NO. 6. NO NEW MATTERS

ENDORSEMENT NO. 7 The Company insures there have been no instruments filed among the Public Records of County, affecting title to the lands described in Schedule A from August 18, 2010 at 6:00 a.m. through September 16, 2010 at 6:00 a.m. other than the following:

- Notice of Commencement recorded in Official Records Book 2475, Page 1239. (INFORMATION ONLY)

3. The Company insures each of the foregoing is subordinate to the lien of the mortgage insured except:

None

ENDORSEMENT NO. 8. NO NEW MATTERS

ENDORSEMENT NO. 9 The Company insures there have been no instruments filed among the Public Records of Martin County, affecting title to the lands described in Schedule A from October 20, 2010 at 6:00 a.m. through November 16, 2010 at 6:00 a.m. other than the following:

- A. Bill of Sale from Turquoise Moon LLC to Martin County recorded in Official Records Book 2463, Page 800. (INFORMATION ONLY) --
- B. Resolution Number 114-2010 by the City Commission of the City of Stuart, Florida, recorded in Official Records Book 2486, Page 1828. (INFORMATION ONLY)

3. The Company insures each of the foregoing is subordinate lien of the mortgage insured except

- A. Bill of Sale recorded in Official Records Book 2483, Page 800. (INFORMATION ONLY)
- B. Resolution No. 114-2010 recorded in Official Records Book 2486, Page 1828. (INFORMATION ONLY)

ENDORSEMENT NO. 10 Chicago Title Insurance Company insures there have been no instruments filed among the Public Records of Martin County, affecting title to the lands described in Schedule A from November 16, 2010 at 6:00 a.m. through February 24, 2011 at 6:00 a.m. other than the following:

- A. Warranty Deed to Martin County recorded in Official Records Book 2498, Page 2142, (ILLUSTRATED ON THE SURVEY.)
- B. Resolution recorded in Official Records Book 2498, Page 2148. (SUPPORTS ORB 2498, PG 2102)
- C. Partial Release of Mortgage recorded in Official Records Book 2498, Page 2149; (RELEASES LIEN FROM LANDS DESCRIBED IN ORB 2498, PG 2102)
- D. Partial Release of Declaration recorded in Official Records Book 2498, Page 2155. (RELEASES USE RESTRICTIONS FROM LANDS DESCRIBED IN ORB 2498, PG 2102)
- E. Easement to Martin County, recorded in Official Records Book 2498, Page 2174. (ILLUSTRATED ON THE SURVEY.)
- F. Resolution recorded in Official Records Book 2498, Page 2185; (MARTIN COUNTY ACCEPTS EASEMENTS DESCRIBED IN ORB 2498, PG 2174)
- G. Claim of Lien recorded in Official Records Book 2498, Page 2781, together with Satisfaction of Lien recorded in Official Records Book 2501, Page 1091.
- H. Claim of Lien recorded in Official Records Book 2499, Page 884, together with satisfaction of Lien recorded in Official Records Book 2506, Page 398.
- I. Claim of Lien recorded in Official Records Book 2500, Page 2284, together with Satisfaction of Lien recorded in Official Records Book 2501, Page 255.

The Company insures each of the foregoing is subordinate to the lien of the mortgage insured except:

- A. Warranty Deed to Martin County recorded in Official Records Book 2498, Page 2142. (ILLUSTRATED ON THE SURVEY.)
- B. Partial Release of Mortgage recorded in Official Records Book 2498, Page 2148; (RELEASES LIEN FROM LANDS DESCRIBED IN ORB 2498, PG 2102)
- C. Partial Release of Declaration recorded in Official Records Book 2498, Page 2155. (RELEASES USE RESTRICTIONS FROM LANDS DESCRIBED IN ORB 2498, PG 2102)
- D. Easement to Martin County, recorded in Official Records Book 2498, Page 2174. (ILLUSTRATED ON THE SURVEY.)
- E. Resolution recorded in Official Records Book 2498, Page 2185; (MARTIN COUNTY ACCEPTS EASEMENTS DESCRIBED IN ORB 2498, PG 2174)

SURVEYOR'S NOTES CONTINUED

11. THIS TITLE COMMITMENT WAS FURTHER UPDATED ON JUNE 02, 2020 AT 8:00 AM, REFERENCE ORDER NUMBER 8578610, REFERENCE THE FOLLOWING: AMENDMENTS:

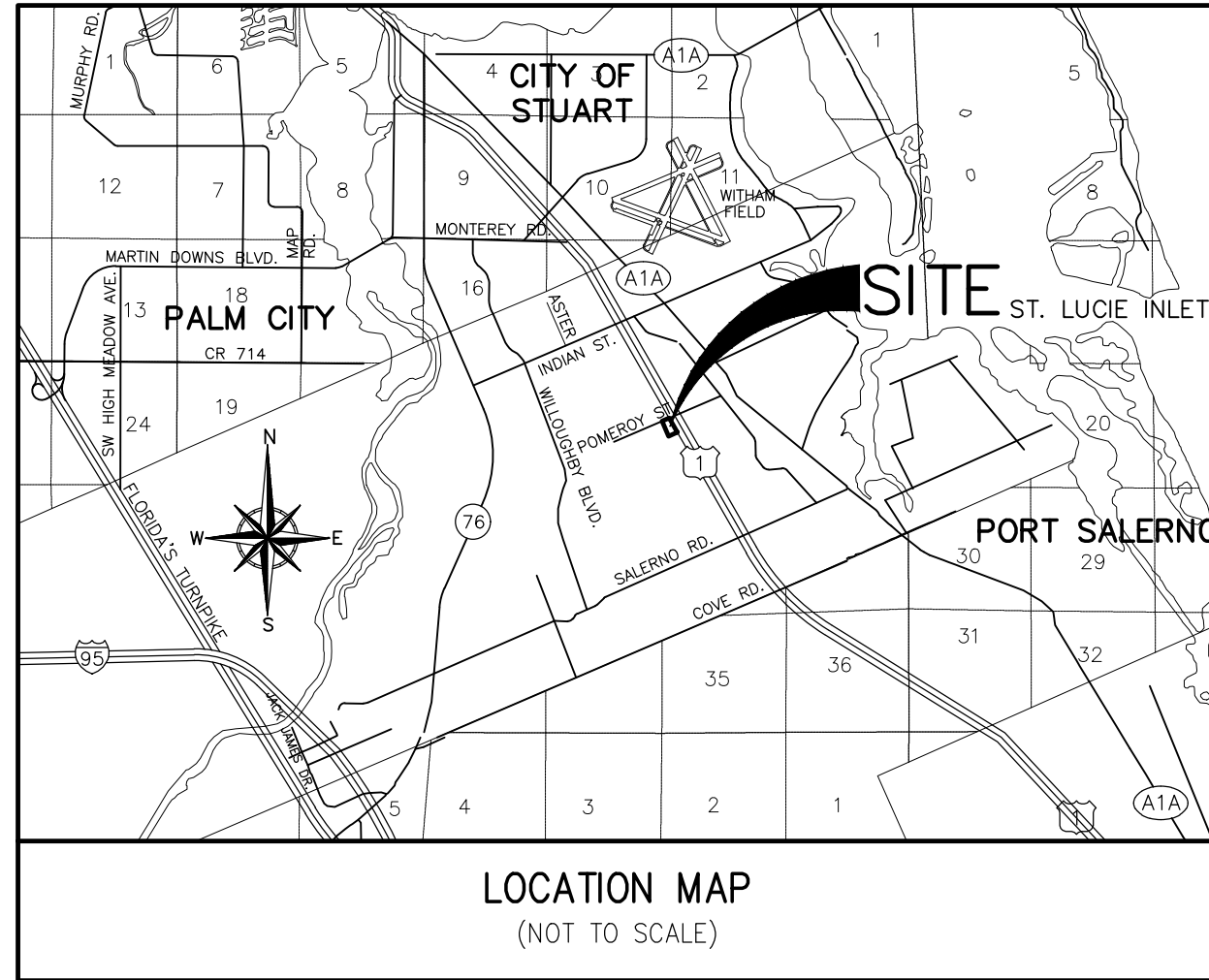
ITEM 1 OF SCHEDULE B, PART I IS HEREBY AMENDED TO READ AS FOLLOWS: TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

THE FOLLOWING EXCEPTION(S) IS/ARE HEREBY ADDED TO SCHEDULE B, PART 1 OF THE LOAN POLICY:

- A. CORRECTIVE RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 2423, PAGE 1171. (AFFECTS PROPERTY – NOT DEPICTABLE)
- B. THREE UTILITY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 2498, PAGE 2174 AS ACCEPTED AND APPROVED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 2498, PAGE 2185. (SHOWN ON SURVEY)
- C. UCC FINANCING STATEMENT AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 2183. (AFFECTS PROPERTY – NOT DEPICTABLE)
- D. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 2697, PAGE 2930. (AFFECTS PROPERTY – NOT DEPICTABLE)

LESS AND EXCEPT LAND CONVEYED TO MARTIN COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2498, PAGE 2142. (SHOWN ON SURVEY)

12. THIS TITLE COMMITMENT WAS FURTHER UPDATED ON APRIL 22, 2022, REFERENCE FILE NUMBER 8578610, REFERENCE THE FOLLOWING: RESOLUTION NO. 21-12.6, RECORDED JANUARY 6, 2022 IN OFFICIAL RECORDS BOOK 3284, PAGE 1078. (AFFECTS PROPERTY, NOT DEPICTABLE)



SHEET KEY:

- 1) COVER SHEET
2) OVERALL BOUNDARY & EASEMENTS
3) UTILITY
4) PAVING, GRADING & DRAINAGE
5) DETAILS

SYMBOL LEGEND

- SIGN (SINGLE SUPPORT POLE)
— SIGN (DOUBLE SUPPORT POLE)
WATER VALVE
FIRE HYDRANT
TELEPHONE MANHOLE
WIRING PULL BOX
GUY WIRE & ANCHOR
LIGHT POLE
CONCRETE
WOOD POWER POLE
SANITARY VALVE
IRRIGATION CONTROL VALVE

- × 15.35 FIELD LOCATED POINT WITH ELEVATION (HARD SURFACES)

- × 15.3 FIELD LOCATED POINT WITH ELEVATION (SOFT SURFACES)

ABBREVIATIONS

- ALTA AMERICAN LAND TITLE ASSOCIATION
ACSM AMERICAN CONGRESS ON SURVEYING AND MAPPING
BE BURIED ELECTRIC LINES
BL BETSY LINDSAY, INC.
CB CATCH BASIN
CBS CONCRETE BLOCK STRUCTURE
CLF CHAIN LINK FENCE
CM CONCRETE MONUMENT
CONC. CONCRETE
DEED
DDCV DOUBLE DETECTOR CHECK VALVE
DMH STORM DRAIN MANHOLE
EL. ELEVATION
ENC. ENCROACHING
FM FORCE MAIN
FND. FOUND
IPC IRON PIPE AND CAP
IR IRON ROD
IRC IRON ROD AND CAP
INV. INVERT
LB LICENSED BUSINESS
M MEASURED
MES MITERED END SECTION
NO. NUMBER
NSPS NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC.
OHE OVERHEAD ELECTRIC LINES
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
PK PARKER KALON NAIL
P.L.S. PROFESSIONAL LAND SURVEYOR
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PT. POINT
PVC POLY VINYL CHLORIDE PIPE
RCP REINFORCED CONCRETE PIPE
REF. REFERENCE
R/W RIGHT OF WAY
SAN. SANITARY
T.B.M. TEMPORARY BENCHMARK
TCB TRAFFIC CONTROL BOX
TRAV. TRAVERSE
U.E. UTILITY EASEMENT
WM WATER MAIN
W/ WITH

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback

LEGAL DESCRIPTION

BEING A PORTION OF TRACTS 217 AND 218 ACCORDING TO THE PLAT OF PORT SEWALL (SEWALL'S POINT LAND COMPANY SUBDIVISION) AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF SOUTH LINE OF SAID PLAT OF PORT SEWALL AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 29°01'32" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 50.25 FEET TO A POINT IN THE SAID WESTERLY RIGHT OF WAY THAT IS 50.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SAID SOUTH LINE OF THE PLAT OF PORT SEWALL AND BEING THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 29°01'32" WEST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 702.18 FEET TO THE INTERSECTION WITH A LINE OF 5.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE NORTH LINE OF SAID TRACTS 217 AND 218; THENCE SOUTH 66°47'01" WEST, ALONG LASTLY SAID LINE, A DISTANCE OF 331.11 FEET; THENCE SOUTH 23°12'59" EAST A DISTANCE OF 699.57 FEET TO THE INTERSECTION WITH A LINE 50.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE SAID SOUTH LINE OF THE PLAT OF PORT SEWALL; THENCE NORTH 66°38'28" EAST, PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 402.18 FEET TO THE POINT OF BEGINNING.

LESS THEREFROM:

A 7.50 FOOT WIDE PARCEL OF LAND BEING A PORTION OF TRACTS 217 AND 218, ACCORDING TO THE PLAT OF PORT SEWALL (SEWALL'S POINT LAND COMPANY SUBDIVISION), AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF POMEROY STREET (S.E. MARKET PLACE), AS SHOWN ON THE PLAT OF WILLOUGHBY BOULEVARD AS RECORDED IN PLAT BOOK 11, PAGE 57; PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND THE COMMON LINE OF SAID TRACTS 217 AND 218 OF SAID PLAT OF PORT SEWALL; THENCE N66°19'17"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 206.11 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. ONE (STATE ROAD 5); THENCE S29°29'16"E ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 7.54 FEET TO AN INTERSECTION WITH A LINE BEING 7.50 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF POMEROY STREET (S.E. MARKET PLACE); THENCE S66°19'17"W ALONG SAID PARALLEL LINE, A DISTANCE OF 331.87 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 125.00 FEET OF SAID TRACT 218; THENCE N23°40'43"W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 7.50 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID POMEROY STREET (S.E. MARKET PLACE); THENCE N66°19'17"E, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 253,842 SQUARE FEET OR 5.83 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

TO AMERICAN HONDA FINANCE CORPORATION, CHICAGO TITLE INSURANCE COMPANY, TURQUOISE MOON LLC, WARD AND SMITH, P.A., MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7a, 7b, 7c, 8, 9, 11, 13, 14 & 16 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON APRIL 27, 2022.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING

DATE OF PLAT OR MAP: MAY 25, 2022

ERNESTO J. GARCIA, P.L.S.
FLORIDA REGISTRATION NO. 3878

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS DIGITALLY SIGNED

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING

7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

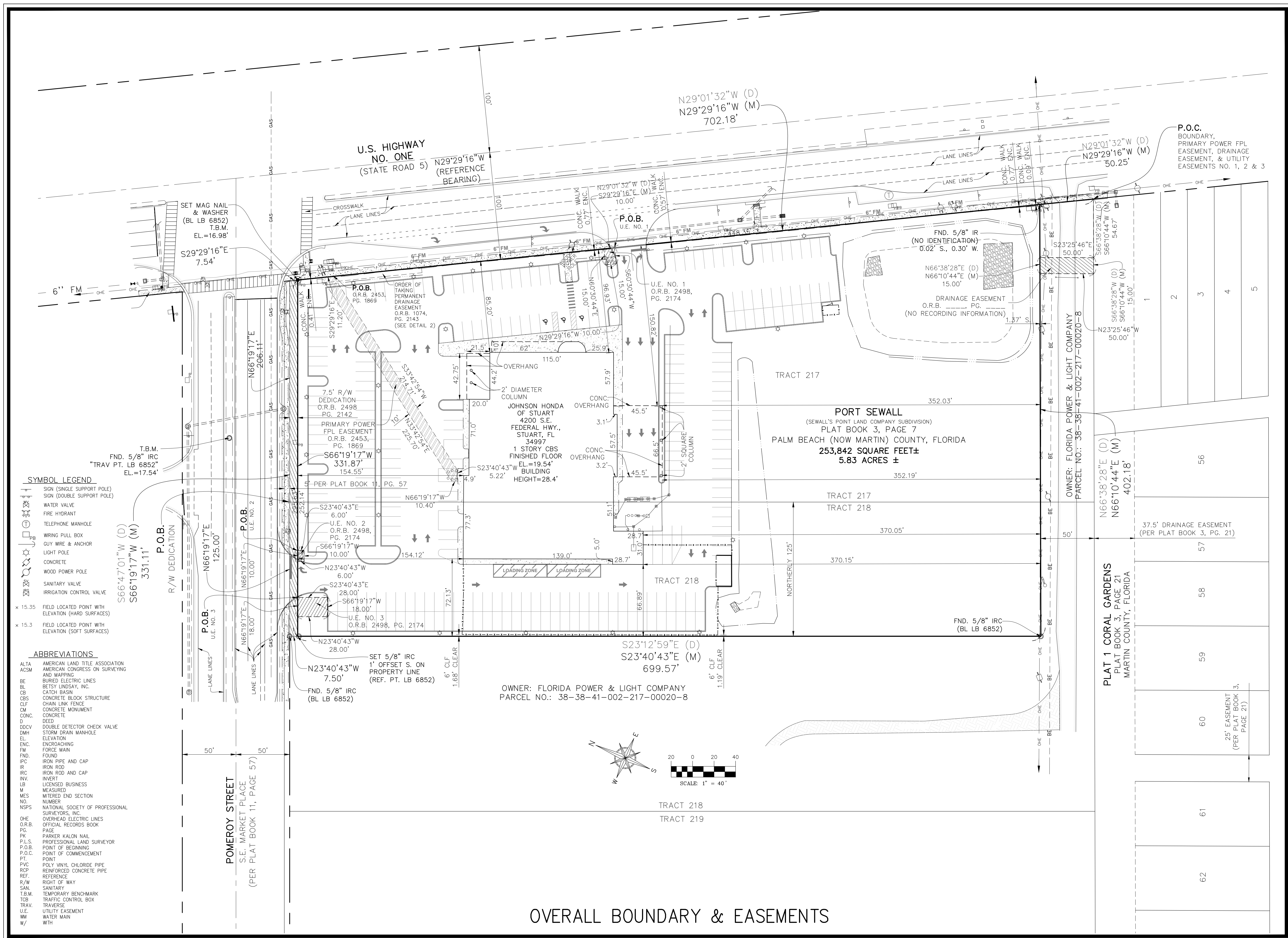
DATE	REVISIONS
05/06/22	REVISE PER COMMENTS
05/25/22	REVISE DRAWING

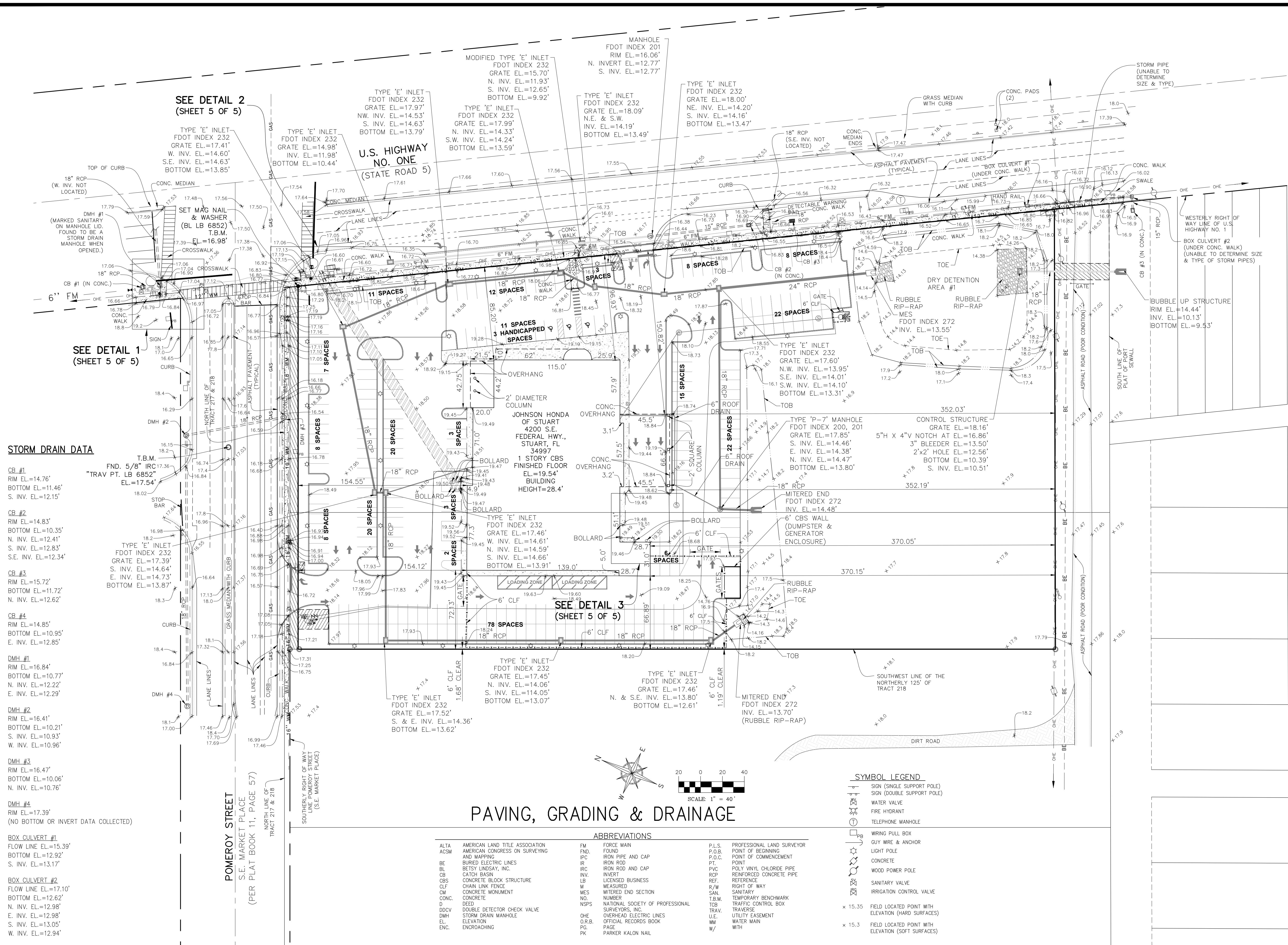
DATE 04/27/2022
SCALE AS SHOWN
FIELD B. STUART 18, BNC 1, STUART 40
DRAWN BY D.B./D.H.
CHECKED BY E.J.G.

A PORTION OF TRACTS 217 & 218 – PLAT OF
PORT SEWALL – MARTIN COUNTY, FLORIDA
TURQUOISE MOON LLC

BOUNDARY & ALTA/NSPS LAND TITLE SURVEY
CAPIEC ENGINEERING, INC.

SHEET NO. 1
OF 5 SHEETS
PROJECT NO. 07-02





BBETSY LINDSAY, INC.
SURVEYING AND MAPPING

7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS
5/06/22	REVISE PER COMMENTS
5/25/22	REVISE DRAWING

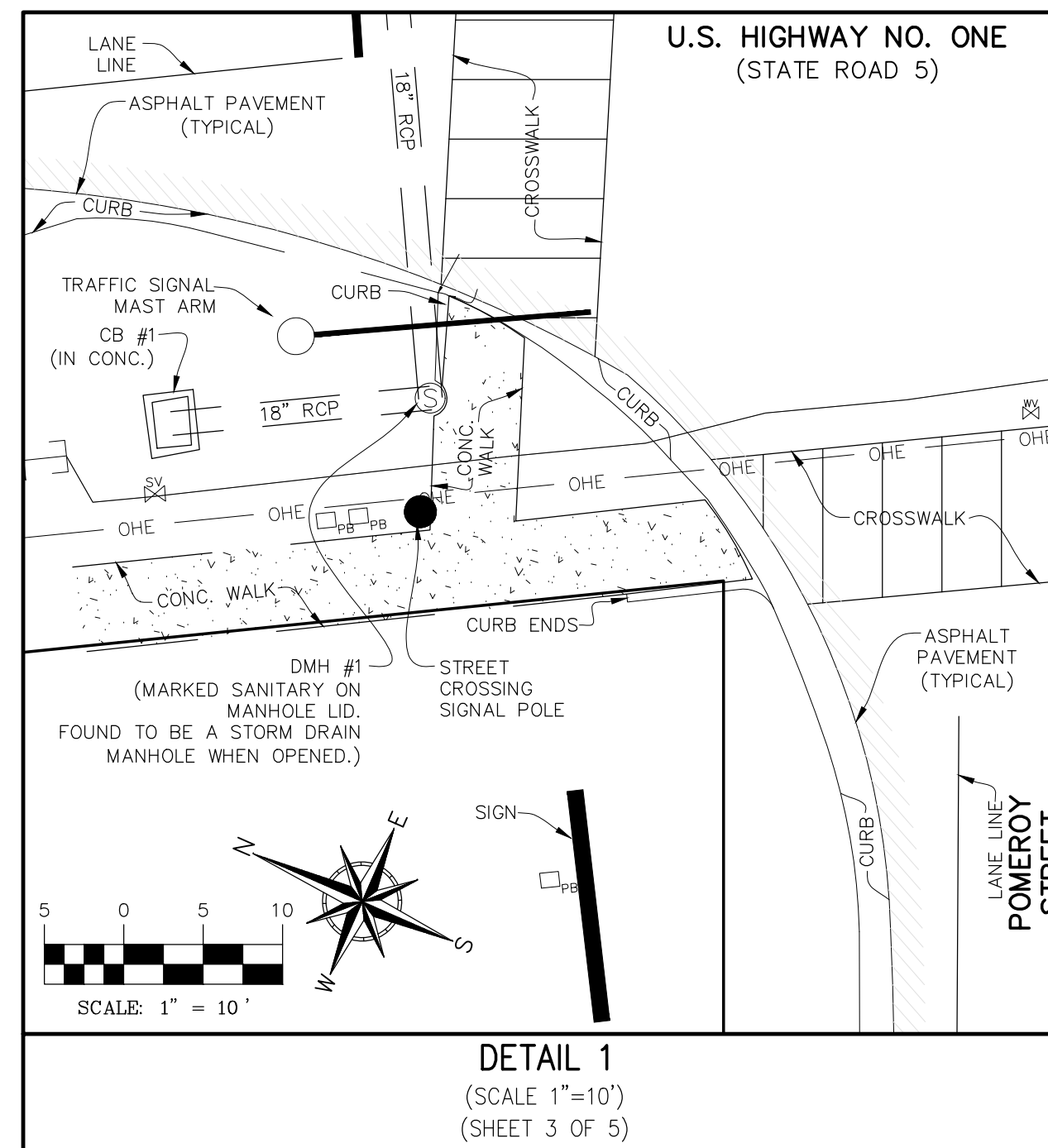
DATE 04/27/2022
SCALE 1"=40'
FIELD BK. STUART 18, BBC 1
STUART 40
DRAWN BY D.B./D.H.
CHECKED BY E.J.G.

BOUNDARY & ALTA/NSPS LAND TITLE SURVEY
CAPTEC ENGINEERING, INC.

SHEET NO. 4

OF 5 SHEETS

PROJECT NO.
07-02

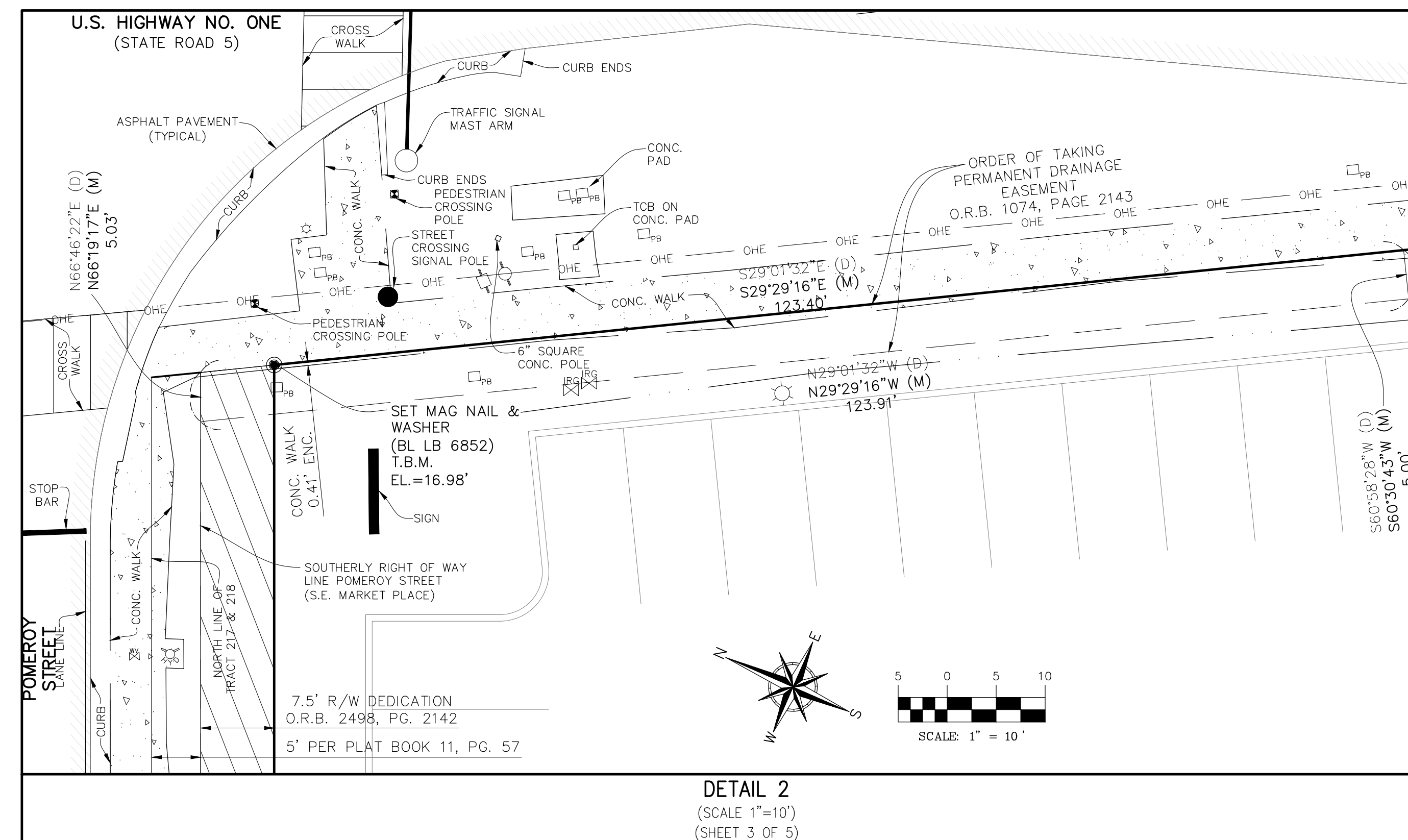
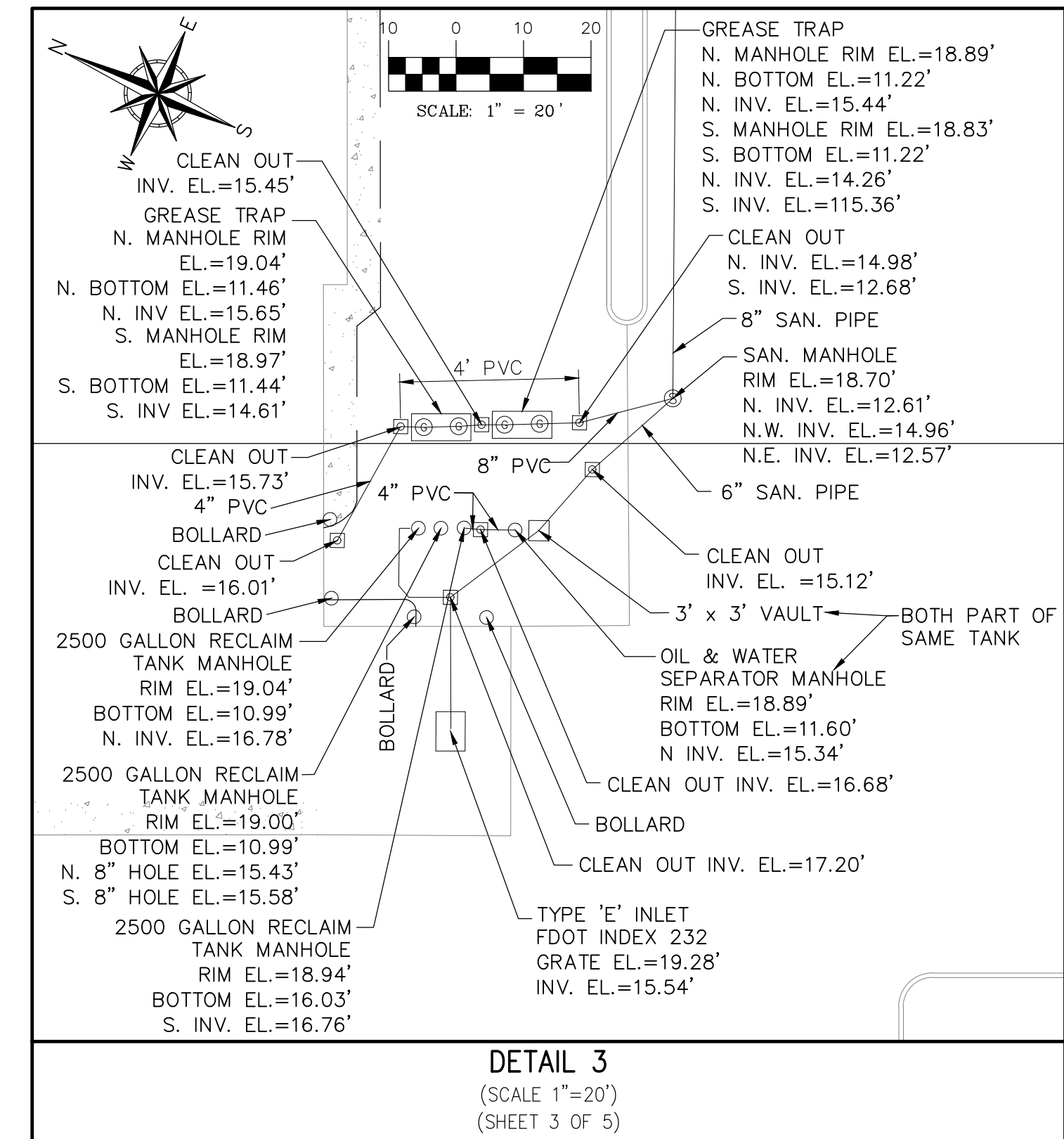


ABBREVIATIONS

ALTA	AMERICAN LAND TITLE ASSOCIATION
ACSM	AMERICAN CONGRESS ON SURVEYING
	AND MAPPING
BE	BURIED ELECTRIC LINES
BL	BETSY LINDSAY, INC.
CB	CATCH BASIN
CBS	CONCRETE BLOCK STRUCTURE
CF	CHAIN LINK FENCE
CJF	CONCRETE MONUMENT
CONC.	CONCRETE
D	DEED
DDCV	DOUBLE DETECTOR CHECK VALVE
DMH	STORM DRAIN MANHOLE
EL	ELEVATION
ENC.	ENCROACHING
FM	FORCE MAIN
FND.	FOUND
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
INV.	INVERT
LB	LICENSED BUSINESS
M	MEASURED
MES	MITERED END SECTION
N	NUMBER
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC.
OHE	OVERHEAD ELECTRIC LINES
O.R.B.	OFFICIAL RECORDS BOOK
PC	PAGE
PK	PARKER KALON NAIL
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.T.	POINT
PVC	POLY VINYL CHLORIDE PIPE
R	REINFORCED CONCRETE PIPE
REF.	REFERENCE
R/W	RIGHT OF WAY
SAN.	SANITARY
TB	TEMPORARY BENCHMARK
TCLB	TRAFFIC CONTROL BOX
TRAV.	TRAVERSE
U.E.	UTILITY EASEMENT
WM	WATER MAIN
W/	WITH

SYMBOL LEGEND

	SIGN (SINGLE SUPPORT POLE)
	SIGN (DOUBLE SUPPORT POLE)
	WATER VALVE
	FIRE HYDRANT
	TELEPHONE MANHOLE
	WIRING PULL BOX
	GUY WIRE & ANCHOR
	LIGHT POLE
	CONCRETE
	WOOD POWER POLE
	SANITARY VALVE
	IRRIGATION CONTROL VALVE
× 15.35	FIELD LOCATED POINT WITH ELEVATION (HARD SURFACES)
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SURVEYING AND MAPPING

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SCALE AS SHOWN
FIELD BK. STUART 18, BBC 1, STUART 40
DRAWN BY D.B./D.H.
CHECKED BY E.J.G.

PORT SEWALL – MARTIN COUNTY, FLORIDA
TURQUOISE MOON LLC

BOUNDARY & ALTA/NSPS LAND TITLE SURVEY
CAPTEC ENGINEERING, INC.

SHEET NO. 5
OF 5 SHEETS
PROJECT NO.
07-02



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L1 - TITLE SHEET L2 - SITEWORK PLAN NORTH L3 - SITEWORK PLAN SOUTH / MITIGATION TABLE L4 - PLANTING PLAN NORTH L5 - PLANTING PLAN SOUTH L6 - NORTH ELEVATION / CODE TABLES / PLANT SCHEDULE / PLANT PICTURES L1 - DETAILS AND SPECIFICATIONS		HARDINESS ZONE: 10A MEAN ANNUAL PRECIPITATION: 56" - 64" MEAN ANNUAL AIR TEMP: 72° - 79° FROST FREE PERIOD: 350 - 365 DAYS SOIL TYPE: LAWNWOOD AND SIM., MYAKKA AND SIM., MARINE TERR. ON FLATWOODS LANDFORM: A - 0" - 5" FINE SAND SOIL PROFILE: E - 5" - 28" FINE SAND 8h - 28" - 52" LOAMY FINE SAND C1 - 52" - 64" FINE SAND C2 - 64" - 80" LOAMY FINE SAND 0% - 2% 20" - 30" TO ORTSTEIN POORLY DRAINED HIGH 6" - 18" NONE A/D SLOPE: 20° - 30° TO ORTSTEIN DEPTH TO RESTRICTIVE FEATURE: HIGH DRAINAGE CLASS: POORLY DRAINED RUNOFF CLASS: HIGH DEPTH TO WATER TABLE: 6" - 18" FREQUENCY FOR FLOODING: NONE HYDROLOGIC SOIL GROUP: A/D Sandy soils on flats of mesic or hydric lowlands. HYDRIC SOIL RATING: NO WETLANDS: NA	10A 56" - 64" 72° - 79° 350 - 365 DAYS LAWNWOOD AND SIM., MYAKKA AND SIM., MARINE TERR. ON FLATWOODS A - 0" - 5" FINE SAND E - 5" - 28" FINE SAND 8h - 28" - 52" LOAMY FINE SAND C1 - 52" - 64" FINE SAND C2 - 64" - 80" LOAMY FINE SAND 0% - 2% 20" - 30" TO ORTSTEIN POORLY DRAINED HIGH 6" - 18" NONE A/D NO NA	<table><thead><tr><th colspan="2">SYMBOLS</th><th colspan="2">LINE TYPES / NOTES</th></tr></thead><tbody><tr><td>T TELEPHONE PEDESTAL</td><td>□ DOWNSPOUT</td><td> A/C UNIT</td><td> FENCE</td></tr><tr><td>CA CABLE TV PEDESTAL</td><td>→ HOSE BIB</td><td> EXISTING PALM SYMBOLS VARY BASED ON SPECIES</td><td> PROPERTY LINE</td></tr><tr><td>W WELL</td><td>MB MAILBOX</td><td> EXISTING TREE SYMBOLS VARY BASED ON SPECIES</td><td> SETBACK / EASEMENT</td></tr><tr><td>WM WATER METER</td><td>U UTILITY POLE</td><td> EXISTING SHRUB SYMBOLS VARY BASED ON SPECIES</td><td> EXISTING CONTOURS (BASED ON LOCAL GIS DATA)</td></tr><tr><td>G GAS METER</td><td>L LIGHT POST</td><td> EXISTING PLANT SYMBOLS SHOWN ON THE PLANTING PLAN REPRESENT PLANTS TO REMAIN</td><td> PROPOSED CONTOURS</td></tr><tr><td>E ELECTRIC METER</td><td>W WALL MOUNTED LIGHT</td><td> EXISTING TREE TO BE REMOVED</td><td> EXISTING VEGETATION MASS</td></tr><tr><td>IB IRRIGATION BOX</td><td>PE POOL EQUIPMENT</td><td> EXISTING TREE TO BE RELOCATED</td><td> SPOT GRADES</td></tr><tr><td>FH FIRE HYDRANT</td><td></td><td></td><td></td></tr></tbody></table> <table><thead><tr><th colspan="2">ABBREVIATIONS</th></tr></thead><tbody><tr><td>EX</td><td>EXISTING</td></tr><tr><td>FV</td><td>FIELD VERIFY</td></tr><tr><td>TBD</td><td>TO BE DETERMINED</td></tr><tr><td>OAP</td><td>ON ADJACENT PROPERTY</td></tr></tbody></table>	SYMBOLS		LINE TYPES / NOTES		T TELEPHONE PEDESTAL	□ DOWNSPOUT	A/C UNIT	FENCE	CA CABLE TV PEDESTAL	→ HOSE BIB	EXISTING PALM SYMBOLS VARY BASED ON SPECIES	PROPERTY LINE	W WELL	MB MAILBOX	EXISTING TREE SYMBOLS VARY BASED ON SPECIES	SETBACK / EASEMENT	WM WATER METER	U UTILITY POLE	EXISTING SHRUB SYMBOLS VARY BASED ON SPECIES	EXISTING CONTOURS (BASED ON LOCAL GIS DATA)	G GAS METER	L LIGHT POST	EXISTING PLANT SYMBOLS SHOWN ON THE PLANTING PLAN REPRESENT PLANTS TO REMAIN	PROPOSED CONTOURS	E ELECTRIC METER	W WALL MOUNTED LIGHT	EXISTING TREE TO BE REMOVED	EXISTING VEGETATION MASS	IB IRRIGATION BOX	PE POOL EQUIPMENT	EXISTING TREE TO BE RELOCATED	SPOT GRADES	FH FIRE HYDRANT				ABBREVIATIONS		EX	EXISTING	FV	FIELD VERIFY	TBD	TO BE DETERMINED	OAP	ON ADJACENT PROPERTY
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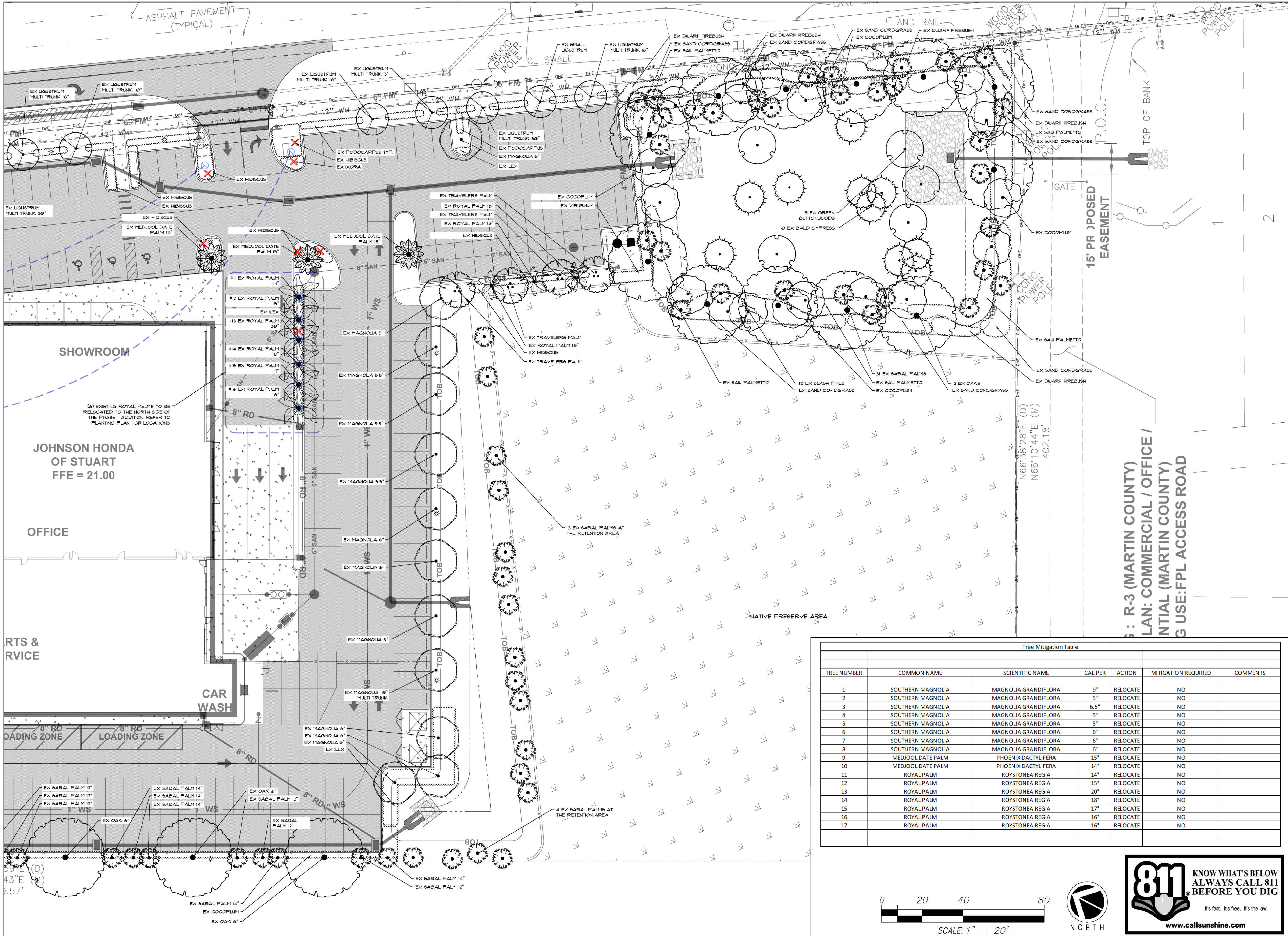
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Sheet
L1
Title Sheet

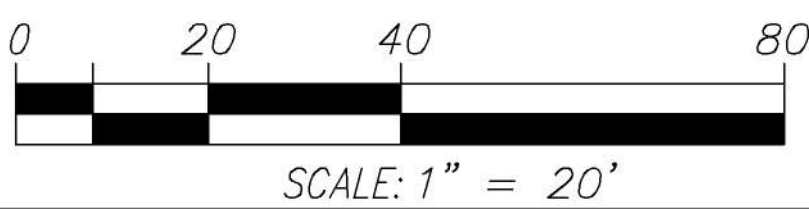
Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

Please note:
This landscape plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include: property surveys, architectural plans, aerial imagery, site observations, photographs and site plans. At times, these supporting documents are inaccurate or approximate or adjustments to the design during installation are necessary. It is the contractor's responsibility to verify all measurements and quantities prior to commencing work.

Date: 06/03/2022
Design by: MF:PA
Reviewed by: MF
Revised: 09/23/2022



Tree Mitigation Table						
TREE NUMBER	COMMON NAME	SCIENTIFIC NAME	CAULPER	ACTION	MITIGATION REQUIRED	COMMENTS
1	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	9"	RELOCATE	NO	
2	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5"	RELOCATE	NO	
3	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6.5"	RELOCATE	NO	
4	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5"	RELOCATE	NO	
5	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5"	RELOCATE	NO	
6	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
7	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
8	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
9	MEDJOOOL DATE PALM	PHOENIX DACTYLIFERA	15"	RELOCATE	NO	
10	MEDJOOOL DATE PALM	PHOENIX DACTYLIFERA	14"	RELOCATE	NO	
11	ROYAL PALM	ROYSTONEA REGIA	14"	RELOCATE	NO	
12	ROYAL PALM	ROYSTONEA REGIA	15"	RELOCATE	NO	
13	ROYAL PALM	ROYSTONEA REGIA	20"	RELOCATE	NO	
14	ROYAL PALM	ROYSTONEA REGIA	18"	RELOCATE	NO	
15	ROYAL PALM	ROYSTONEA REGIA	17"	RELOCATE	NO	
16	ROYAL PALM	ROYSTONEA REGIA	16"	RELOCATE	NO	
17	ROYAL PALM	ROYSTONEA REGIA	16"	RELOCATE	NO	





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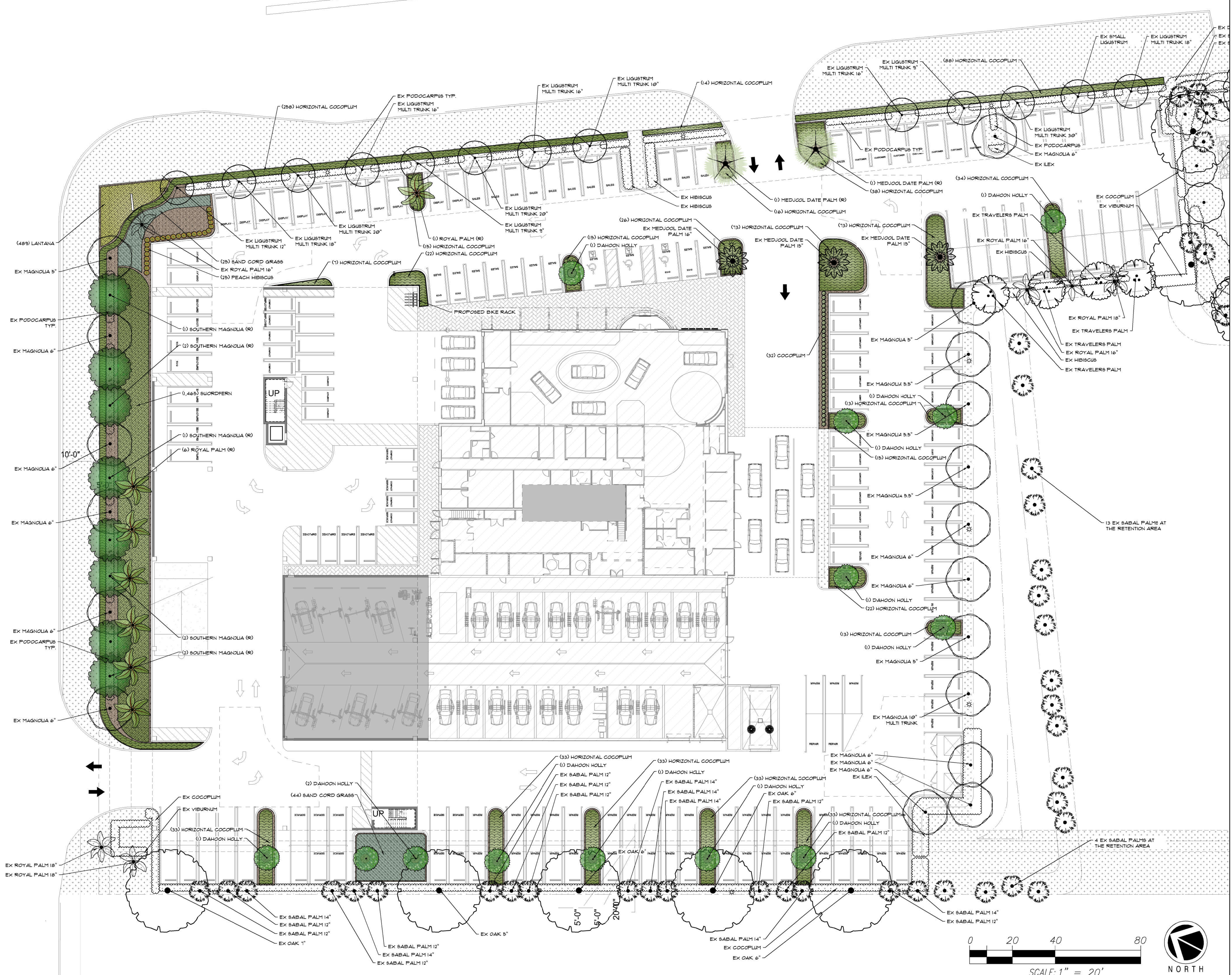
Sheet
L3
Sitemap Plan
South

Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

DATE: 06/03/2022
DESIGN BY: MF/PA
REVIEWED BY: MF
REVISED: 09/23/2022



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Sheet
L4
Planting Plan
North

Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

Date: 06/03/2022
Design by: MF/PA
Reviewed by: MF
Revised: 09/23/2022

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REGISTERED LANDSCAPE ARCHITECT
FLA 178
FLORIDA

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NOTES	NOTES
	13	ILEX CASSINE	DAHOO HOLLY	25 GAL		12' HT., 6' SPRD.		
RELOCATED TREES AND PALMS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NOTES	NOTES
	8	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA (R)	TRANSPLANTED				
	2	PHOENIX DACTYLOPERA	MEDJOL DATE PALM (R)	TRANSPLANTED				
	1	ROYSTONIA REGIA	ROYAL PALM (R)	TRANSPLANTED				
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	32	CHRYSOBALANUS ICACO 'RED-TIP'	COCOPLUM	3 GAL	24" OC	18" HT. FULL	NATIVE	REQ. CODE
	25	HIBISCUS ROSA-SINENSIS 'DOUBLE PEACH'	PEACH HIBISCUS	3 GAL	30" O.C.	24X18"		
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	901	CHRYSOBALANUS ICACO 'HORIZONTALIS'	HORIZONTAL COCOPLUM	3 GAL	30" O.C.	8"X12"	NATIVE	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	489	LANTANA SPP.	LANTANA	1 GAL		6"X8"	NATIVE	
	1,465	NEPHROLEPIS CORDIFOLIA	SWORDFERN	1 GAL		6"X8"	NATIVE	
	69	SPARTINA BAKERI	SAND CORD GRASS	1 GAL	4' O.C.	28" HT., FULL	NATIVE	
OTHER	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	13,629 SF	HARDWOOD, NON-CYPRESS MULCH AT NON REQUIRED PLANTINGS	MULCH	S.F.	AS NEEDED	4" LAYER		



DAHOO HOLLY



RELOCATED MAGNOLIA



RELOCATED MEDJOL DATE PALM



ROYAL PALM



RED TIP COCOPLUM



DOUBLE PEACH HIBISCUS



HORIZONTAL COCOPLUM



LANTANA



NATIVE SWORD FERN



SAND CORDGRASS

XERISCAPE REQUIREMENTS

OPTION	POINTS AVAILABLE	POINTS ACQUIRED
UTILIZATION OF MOISTURE SENSING CONTROLLER OTHER THAN RAIN SWITCH	5	0
PLAN SUBMITTED WITH LOW, MODERATE AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN	5	0
GRASS:		
25 - 50% OF THE GRASS AREAS ARE MADE UP OF DROUGHT TOLERANT GRASS SPECIES FROM THE LIST	5	0
51% OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT TOLERANT GRASS SPECIES FROM THE LIST	10	10
SHRUBS:		
25 - 50% OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST	5	0
51% OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST	10	10
25% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA	5	0
50% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA	10	0
SOD AREA LESS THAN 50% OF LANDSCAPE AREA	10	10
UTILIZATION OF COMPACTED MULCHED PLANTING BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER	10	10
TOTAL POINTS REQUIRED:	50	50

PERVIOUS AREA CHANGE

	PHASE 1	PHASE 2	TOTAL
PERVIOUS AREA INCREASE	1,294 SF	1,005 SF	8,299 SF
PERVIOUS AREA DECREASE	2,819 SF	2,041 SF	4,866 SF
NET PERVIOUS AREA CHANGE	+4,475 SF	-1,042 SF	+3,433 SF

TOTAL SITE AREA: 256,329 SQ/FT (5.88 ACRES)

- REQUIRED LANDSCAPE AREA 256,329 X 20% = 51,266 SQ/FT
- LANDSCAPE AREA PROVIDED: 110,010 SQ/FT (INCLUDING RETENTION PONDS AND PRESERVATION AREA)
- 1 TREE REQUIRED BY 2,500 SQ/FT OF SITE AREA
- 103 TREES REQUIRED
- 94 EXISTING TREES AND 13 NEW TREES
- 83 EXISTING PALMS (EQUALS 41 TREES)
- TOTAL EXISTING TREES 148

INTERIOR LANDSCAPE

- REQUIRED LANDSCAPE AREA: 51,266 SQ/FT X 50% = 25,633 SQ/FT
- LANDSCAPE AREA PROVIDED: 5,393 SQ/FT (WAIVER REQUIRED)
- 1 TREE REQUIRED FOR EVERY 500 SQ/FT = 11 TREES
- 14 TREES AND 6 PALMS PROVIDED

TREE CANOPY COVERAGE

- PROPOSED AND EXISTING TREE CANOPY COVERAGE: 122,690 SQ/FT
- SITE AREA 256,329 SQ/FT / 122,690 SQ/FT = 47.8% CANOPY COVERAGE

LANDSCAPE STRIP BETWEEN THE PARKING AREAS AND ABUTTING STREETS PER SEC. 6.04.01 ALONG POMEROY STREET, AND U.S. 1

TREES

- 803 LN/FT X 10' WIDE LANDSCAPE STRIP
- 1 TREE PER 30 LN/FT
- 21 TREES REQUIRED
- 19 EXISTING TREES AND 2 EXISTING PALMS (1 TREE)
- 20 TOTAL EXISTING TREES
- 8 RELOCATED MAGNOLIA TREES
- 28 TOTAL TREES PROVIDED

SHRUBS

- HEDGE WITH PLANTINGS AT 24" TO 30" ON CENTER
- EXISTING HEDGE OF PODOCARPUS

GROUND COVER

- 25% OF THE LANDSCAPE STRIP SHALL HAVE GROUND COVER
- NO EXISTING GROUND COVER ON SITE
- 803 LN/FT X 10' LANDSCAPE STRIP WIDTH = 8,030 SQ/FT
- 8,030 SQ/FT X 25 = 2,008 SQ/FT OF GROUND COVER REQUIRED
- 2,155 SQ/FT OF GROUND COVERS ARE PROPOSED

LANDSCAPE STRIP BETWEEN THE PARKING AREAS AND ABUTTING PRIVATE PROPERTY PER SEC. 6.04.01 ALONG THE WEST PROPERTY LINE

TREES

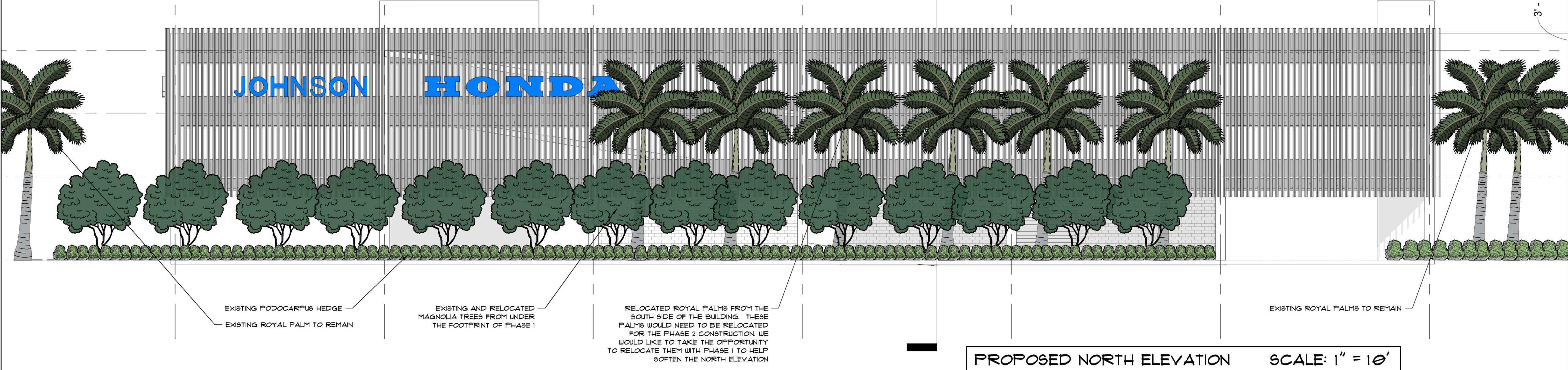
- 353 LN/FT X 5' WIDE LANDSCAPE STRIP
- 1 TREE PER 30 LN/FT
- 12 TREES REQUIRED
- 5 EXISTING TREES AND 16 EXISTING PALMS (EQUALS 8 TREES)
- 13 TOTAL EXISTING TREES

SHRUBS

- HEDGE WITH PLANTINGS AT 24" TO 30" ON CENTER
- EXISTING HEDGE OF COCOPLUM

GROUND COVER

- 25% OF THE LANDSCAPE STRIP SHALL HAVE GROUND COVER
- NO EXISTING GROUND COVER ON SITE
- 353 LN/FT X 5' LANDSCAPE STRIP WIDTH = 1,765 SQ/FT
- 1,765 SQ/FT X 25 = 442 SQ/FT OF GROUND COVER REQUIRED
- PROPOSED PARKING LOT ISLANDS ALONG THE WEST PROPERTY LINE CONTAIN 1,064 SQ/FT OF GROUND COVERS



PROPOSED NORTH ELEVATION

SCALE: 1" = 10'

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Sheet
L6
North Elevation

Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

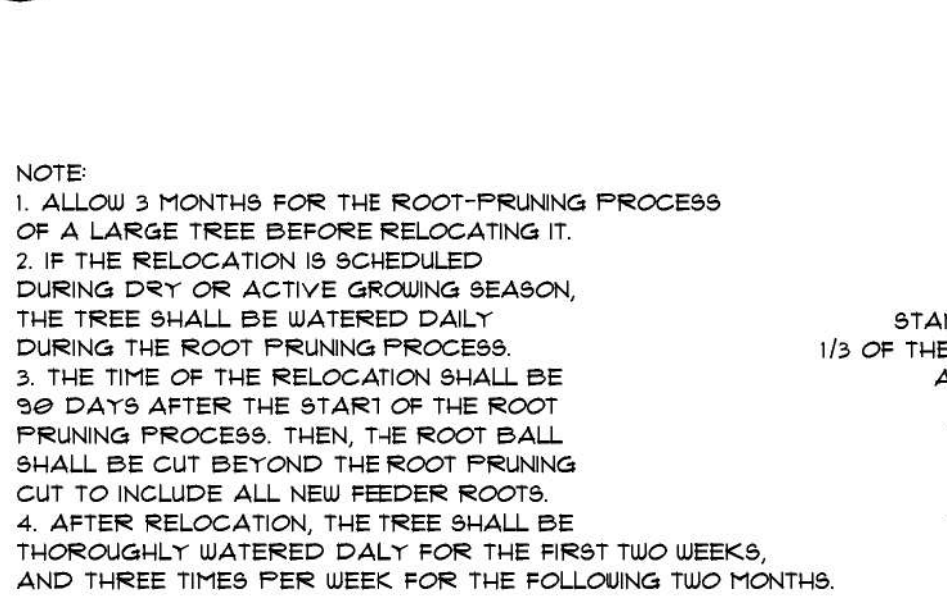
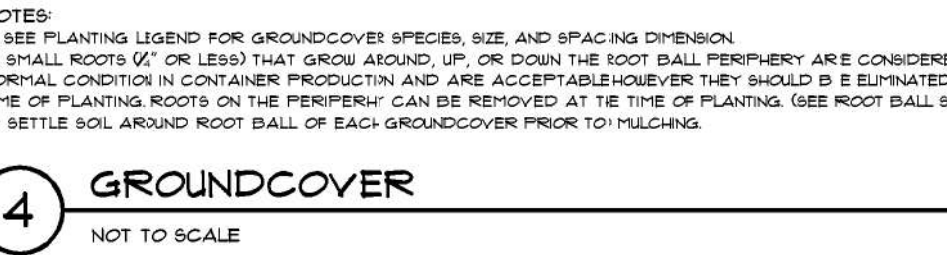
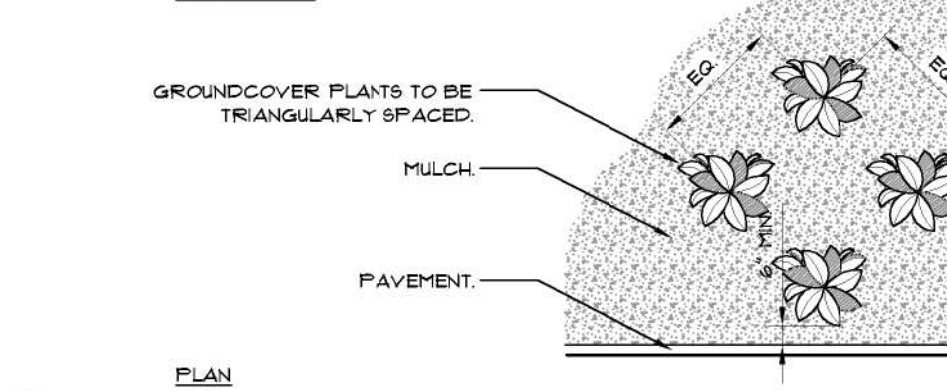
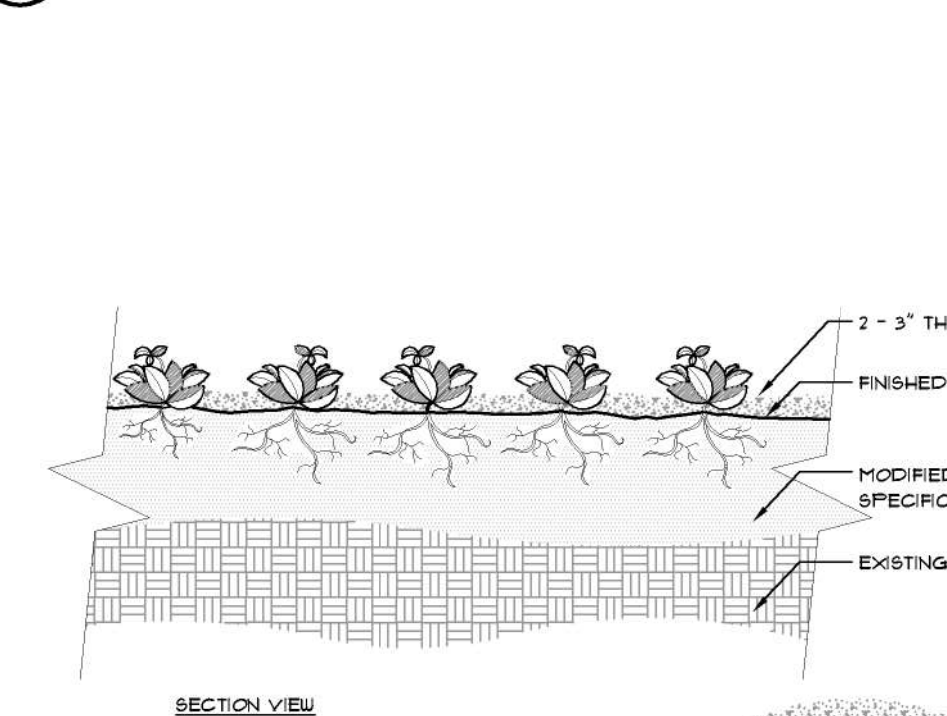
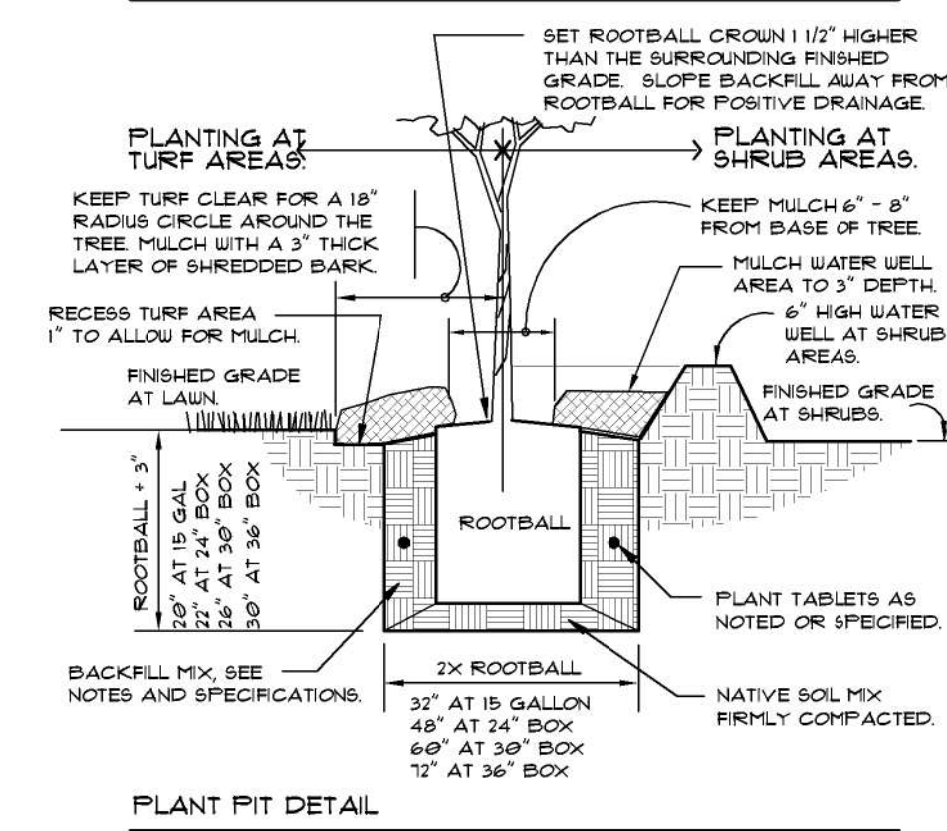
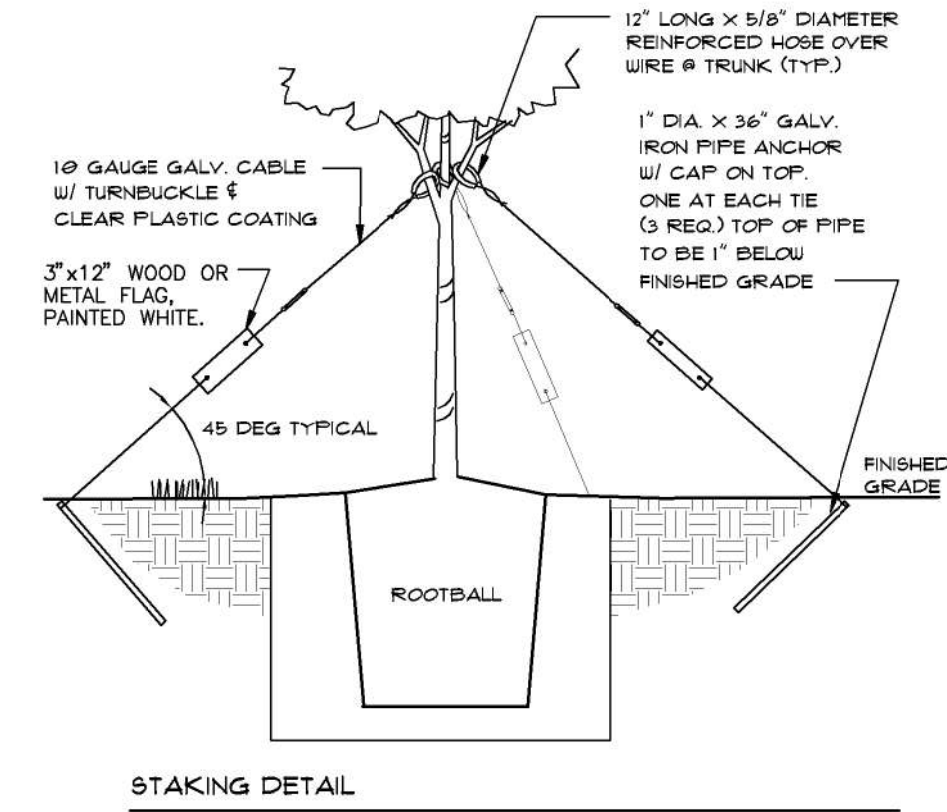


Date: 06/03/2022
Design by: MF,PA
Reviewed by: MF
Revised: 09/23/2022

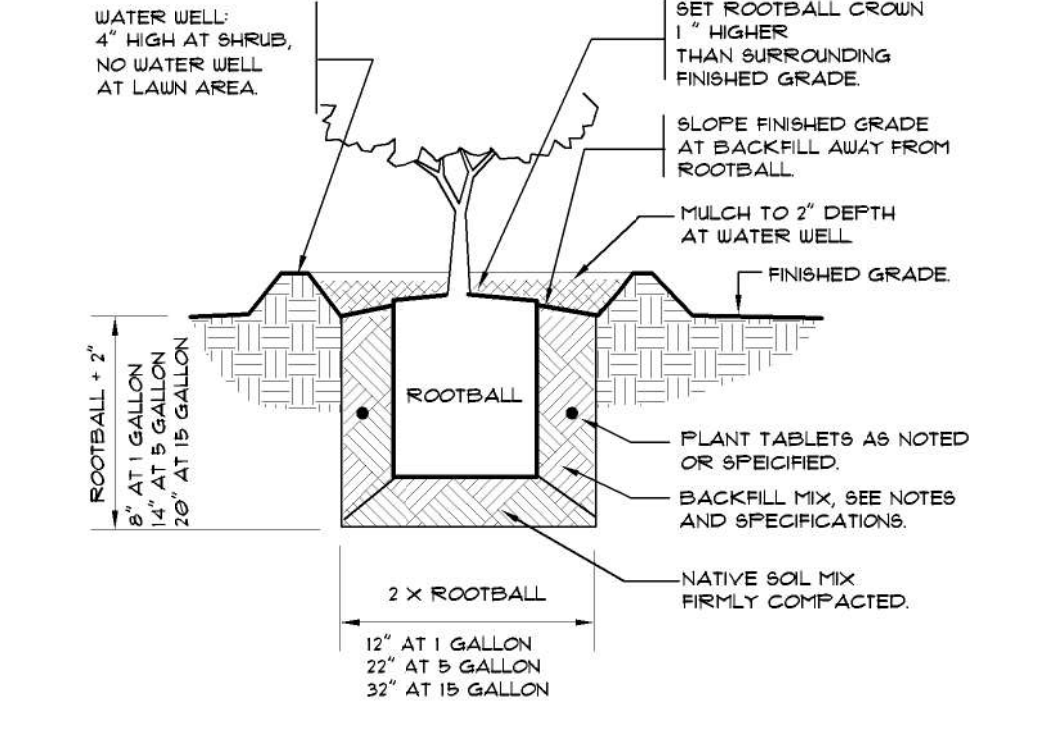
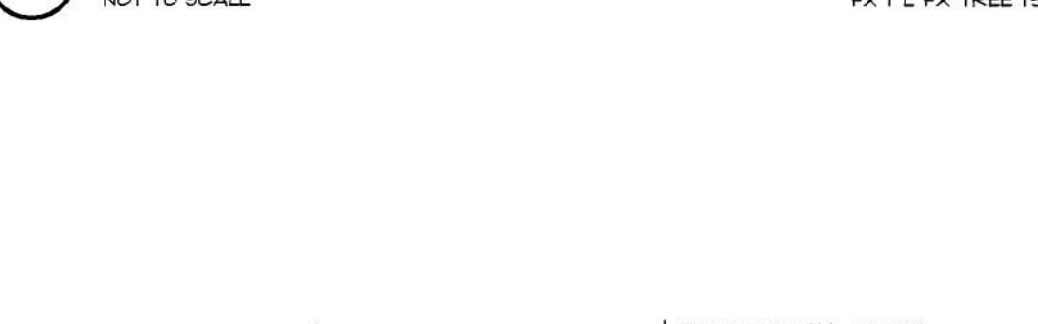
LANDSCAPE INSTALLATION NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL DESIGNATE AN ENGLISH SPEAKING, SKILLED CREW FOREMAN FOR THE PROJECT, WHO WILL BE AVAILABLE AND ACCESSIBLE FOR THE DURATION OF THE LANDSCAPE INSTALLATION.
2. ALL SPECIFICATIONS MUST BE SATISFIED. IF THERE IS A PROBLEM LOCATING A MATERIAL WITH GIVEN SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL PRIOR TO INSTALLATION. AT THE DISCRETION OF THE LANDSCAPE ARCHITECT, A SUBSTITUTION MAY BE MADE.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW AND RECONCILE PLAN WITH LANDSCAPE MATERIALS LIST, AND ANALYZE SITE CONDITIONS AND ACCESS PRIOR TO SUBMITTING A PROPOSAL.
4. LANDSCAPE CONTRACTOR MUST PROVIDE EVIDENCE OF WORKMAN'S COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
5. THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE LAWS, CODES AND ORDINANCES.
6. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1 OR BETTER (GRADES AND STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION), UNLESS OTHERWISE NOTED ON THE LANDSCAPE MATERIALS LIST. AS MANY SPECIES TOLERATE BOTH SUNNY AND SHADY GROWING CONDITIONS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PLANT MATERIAL GROWN IN SIMILAR CONDITIONS TO THE SITE.

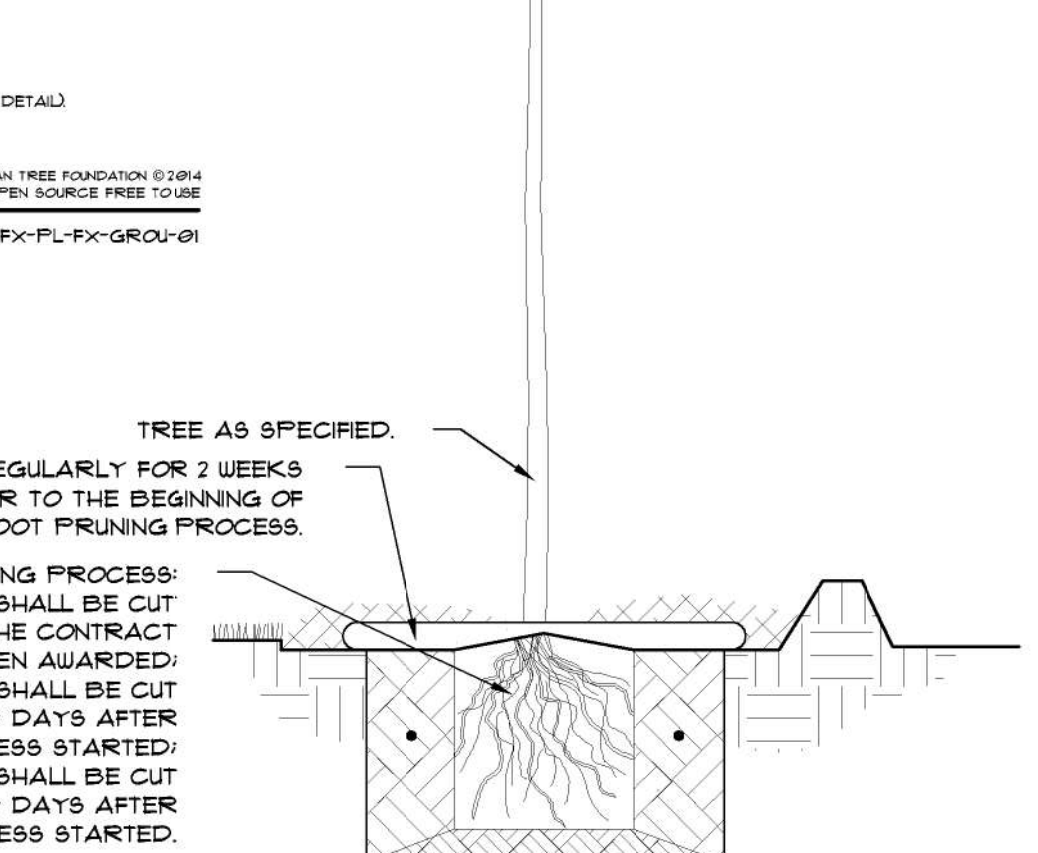
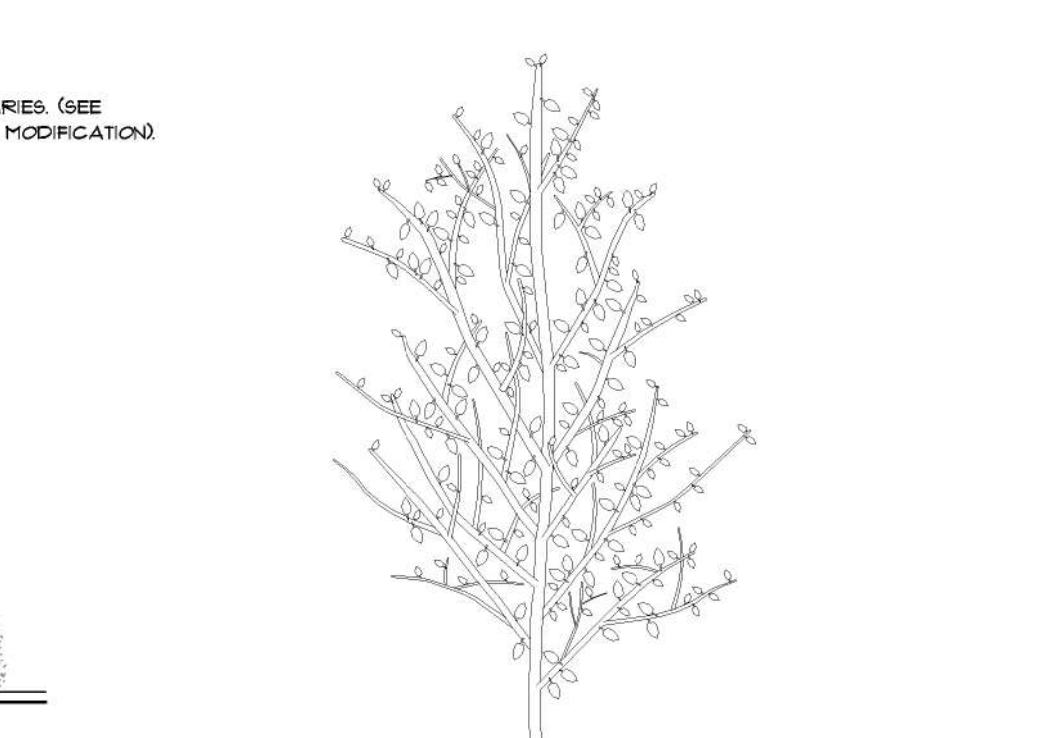
1. THE LANDSCAPE CONTRACTOR SHALL COMPLETE ALL WORK ACCORDING TO THE FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES.
2. THE LANDSCAPE CONTRACTOR MUST SPECIFY START AND COMPLETION DATES, IF AWARDED THE PROJECT.
3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
10. ALL PLANTING AREAS SHALL BE PREPARED BY REMOVING ALL DEBRIS, INCLUDING ASPHALT, CONCRETE, OR SIMILAR MATERIALS NOT SUITED FOR LANDSCAPE PLANTING.
11. PLANTING SOIL SHALL BE CLEAN OF ROCKS, STICKS, ROOTS AND WEEDS, AND SHALL BE WELL-DRAINING.
12. ALL LANDSCAPED AREAS SHALL BE FINISH GRADED SUCH THAT FINISHED ELEVATION WILL BE FLUSH AND LEVEL WITH SURROUNDING PAVED SURFACES. THE FINISHED GRADE AFTER PLANTING AND MULCHING SHALL NOT IMPEDE THE FLOW OF DRAINAGE INTO LANDSCAPED AREAS AND TO PREVENT THE BACKWASH OF MULCH AND DEBRIS INTO PAVED AREAS.
13. ALL PLANTING BEDS MUST DRAIN SUFFICIENTLY PRIOR TO PLANTING. IF EXISTING SOIL IS NOT ADEQUATE FOR ESTABLISHMENT OF PLANT MATERIALS DUE TO POOR DRAINAGE OR CHEMICAL PROPERTIES, SOIL AMENDMENTS SHALL BE ADDED PRIOR TO PLANTING.
14. PLANTS SHALL NOT BE PLACED TOO CLOSE TO ONE ANOTHER OR ANY HARDSCAPES. SEE LANDSCAPE MATERIALS LIST AND PLANTING DETAILS FOR SPACING AND PLACEMENT OF ALL PLANTS. A MULCH STRIP SHALL BE LEFT BETWEEN THE PLANTINGS AND WALLS, EDGE OF SOD, DRIVEWAY OR WALKWAYS. ALL PLANTS SHALL BE PLACED OUTSIDE THE EAVES OF THE ROOF, UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
15. ALL PLANTS TO BE RELOCATED SHALL BE PROPERLY ROOT PRUNED 6 TO 10 WEEKS PRIOR TO RELOCATION.
16. ALL NEW LANDSCAPE PLANTS SHALL BE PLANTED SLIGHTLY HIGHER THAN THE EXISTING GRADE LEAVING TOP OF THE ROOT BALL EXPOSED.
17. ALL PLANT MATERIALS SHALL BE THOROUGHLY WATERED IN AT THE TIME OF PLANTING.
18. 3" LAYER OF ORGANIC MULCH SHALL BE LAID IN ALL LANDSCAPE BEDS. NO MULCH SHALL BE LAID NEAR TREE TRUNKS. NO MULCH SHALL BE LAID ON TOP OF CITRUS TREE ROOT BALLS.
19. NEWLY PLANTED TREES SHALL BE STAKED ONLY IF THE ROOT BALL MOVES IN THE WIND OR THE TREES ARE LOCATED IN AN AREA OF WINDY CONDITIONS. ALL PALMS SHALL BE STAKED. ALL WOOD BRACES AND BRACE FRAMES SHALL BE STAINED DARK BROWN. NO NAILS SHALL BE DRIVEN INTO ANY PALM OR TREE.
20. PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.
21. THE LANDSCAPE BID SHALL INCLUDE IRRIGATION ON A SEPARATE CONTRACT, EXPRESSED AS A LINE-ITEM PROPOSAL.
22. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH FULLY AUTOMATIC IRRIGATION SYSTEM. THE IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE IN ALL IRRIGATED PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED ACCORDING TO ACCEPTED IRRIGATION STANDARDS USING WATER CONSERVATION PRINCIPLES WITH LOW-VOLUME IRRIGATION SYSTEM. THE SYSTEM SHALL ACCOMMODATE EASY ADJUSTMENTS FOR SEASONAL IRRIGATION NEED CHANGES OR LOCAL WATERING RESTRICTIONS.
23. ALL SOD AND SHRUB AREAS SHALL BE IRRIGATED ON SEPARATE ZONES, WHENEVER POSSIBLE. PLANTING AREAS WITH DIFFERENT WATERING NEEDS SHALL BE PLACED ON SEPARATE ZONES.
24. ALL SHRUB AND GROUND COVER AREAS SHALL BE IRRIGATED WITH DRIP LINE OR MIST HEADS; TREES AND PALMS SHALL HAVE BUBBLERS. ALL HEADS IN A GIVEN ZONE MUST HAVE THE SAME PRECIPITATION RATE.
25. SPRAY HEADS SHALL BE PLACED AND ADJUSTED TO MINIMIZE OVER-SPRAY ON PAVED AREAS, ROADWAYS AND CURBING. NO OVER-SPRAY ON BUILDINGS IS ACCEPTABLE.
26. THE CONTRACTOR(S) SHALL KEEP ALL WORK AREAS NEAT AND TIDY ON A DAILY BASIS. AT COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL REMOVE FROM THE PROPERTY ALL TEMPORARY STRUCTURES AND GARBAGE AT HIS/HER OWN EXPENSE.
27. THE CONTRACTOR(S) SHALL KEEP ALL PLANTS WATERED, FERTILIZED, MULCHED, PRUNED, STAKED AND GUYED AS NECESSARY TO ASSURE SPECIFIED MINIMUM GRADE OF FLORIDA #1 THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD. PLANTING BEDS SHALL BE KEPT FREE OF LITTER AND UNDESIRABLE VEGETATION. THE CONTRACTOR(S) IS RESPONSIBLE FOR KEEPING ALL THE PLANT MATERIAL HEALTHY, VIGOROUS, AND UNDAMAGED THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD.
28. THE FINAL PAYMENT IS MADE UPON COMPLETION OF PROJECT AND EXECUTION OF LIEN RELEASE AFFIDAVIT.
29. ALL SHRUBS AND GROUND COVERS SHALL BE WARRANTIED FOR 90 DAYS; ALL TREES AND PALMS SHALL BE WARRANTIED FOR 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT.



2 PALM TREE PLANTING



3 SHRUB PLANTING



LANDSCAPE MAINTENANCE GUIDELINES:

1. LAWN CARE:
- 1.1. MAINTAIN ST. AUGUSTINE LAWN AT 3" HEIGHT. LEAVE LAWN CLIPPINGS ON THE LAWN.
- 1.2. FERTILIZE IN FEBRUARY, MAY AND OCTOBER. APPLY PRE-EMERGENT WEED KILLER IN EARLY SPRING AND FALL.
- 1.3. PRACTICE INTEGRATED PEST MANAGEMENT TO IDENTIFY AND TREAT INSECT STRESS, WEED AND FUNGAL PROBLEMS. INSPECT AND CONTROL INSECT DAMAGE ON LAWNS DURING SUMMER MONTHS. FOLLOW LABEL DIRECTIONS FOR ANY INSECTICIDE, HERBICIDE OR FUNGICIDE APPLICATION. REFER TO GROWERS GUIDELINES FOR DETAILED INSTRUCTIONS.
- 1.4. 100% OF THE SOD AREAS SHALL BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM. INSPECT THE IRRIGATION SYSTEM FOR BREAKS AND HEAD ALIGNMENT ROUTINELY.
2. MULCH:
- 2.1. ALL LANDSCAPE BEDS SHALL BE MULCHED TWICE A YEAR.
- 2.2. APPLY 3" LAYER OF M&C CERTIFIED, SHREDDED EUCALYPTUS OR RECYCLED HARDWOOD MULCH.
3. FERTILIZING:
- 3.1. FERTILIZE WITH A GOOD QUALITY ORGANIC FERTILIZER THREE TIMES A YEAR PER LABEL INSTRUCTIONS STARTING IN MID TO LATE FEBRUARY.
- 3.2. YELLOWING LEAVES ARE OFTEN A SIGN OF NUTRITIONAL DEFICIENCY.
- 3.3. DO NOT APPLY FERTILIZER BETWEEN JUNE 1 AND SEPTEMBER 30. COMPOST SHALL BE USED IN LIEU OF FERTILIZER DURING THE RAINY SEASON, AS NEEDED.
- 3.4. MAINTAIN A FERTILIZER FREE ZONE ALONG THE RIVER TO PREVENT RUN-OFF.
4. PEST AND DISEASES:
- 4.1. SCOUT FOR PESTS AND DISEASES REGULARLY. ONLY 1% OF ALL INSECTS ARE HARMFUL TO PLANTS.
- 4.2. USE INTEGRATED PEST MANAGEMENT PRACTICES. USE PREVENTATIVE CHEMICAL APPLICATIONS ONLY, WHEN DETERMINED NECESSARY BY A PEST MANAGEMENT PROFESSIONAL.
- 4.3. CHEMICAL PEST CONTROL SHALL BE USED ONLY WHEN THE DAMAGE IS EXPECTED TO BE SIGNIFICANT.
5. WEEDS:
- 5.1. WEED CONTROL SHALL BE PREVENTATIVE.
- 5.2. HERBICIDE APPLICATIONS MUST BE DONE BY A LICENSED PEST-CONTROL PROFESSIONAL.
6. IRRIGATION:
- 6.1. PROGRAM THE IRRIGATION SYSTEM TO RUN IN THE EARLY MORNING.
- 6.2. NEW PLANTINGS SHOULD BE WATERED DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
- 6.3. NEW TREES SHALL BE WATERED AT LEAST ONCE A WEEK FOR THE FOLLOWING YEAR AND SHRUBS FOR THE FOLLOWING 6 MONTHS FOR PROPER ESTABLISHMENT.
- 6.4. TREES SHOULD RECEIVE 2 - 3 GALLONS OF WATER PER INCH OF TRUNK DIAMETER AT EACH WATERING.
- 6.5. AT EACH WATERING, APPLY 1" WATER TO ESTABLISHED PLANTING BED.
- 6.6. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSPECTED ONCE A MONTH FOR LEAKS, BRAKES AND MISALIGNED HEADS.
- 6.7. INCREASE WATERING FREQUENCY DURING TIMES OF HEAVY WINDS AND DROUGHT, TYPICALLY IN THE SPRING. PLEASE NOTE THAT A RAIN SENSOR WILL NOT DETECT THE DRYING EFFECTS OF HEAVY WINDS.
- 6.8. REDUCE WATERING FREQUENCY DURING COOL WINTER AND RAINY SUMMER MONTHS. WATER ONLY AS NEEDED AS HEAVY RAINS AND IRRIGATION WILL INCREASE WEEDS. THE IRRIGATION SYSTEM MAY BE TURNED OFF DURING MONTHS OF HEAVY RAIN. A RAIN SENSOR MAY BE USED TO OVERRIDE THE SYSTEM DURING THE RAINY SEASON.
7. PRUNING:
- 7.1. ALL PRUNING AND TRIMMING TOOLS SHALL BE CLEANED AFTER EACH USE TO PREVENT SPREADING OF DISEASES.
- 7.2. REMOVE DEAD FRONDS, DEAD WOOD AND CROSSING BRANCHES ON LARGE SHRUBS, PALMS AND TREES ANY TIME OF THE YEAR.
- 7.3. FLOWERING SHRUBS: LATE SUMMER AND FALL FLOWERING SHRUBS, AS WELL AS CONIFERS SHALL BE PRUNED ONCE A YEAR IN MARCH. SPRING BLOOMING SHRUBS SHALL BE PRUNED ONCE A YEAR, AFTER THEIR BLOOMS FADE IN LATE SPRING.
- 7.4. SHADE TREES SHALL BE STRUCTURALLY PRUNED ONCE A YEAR IN SPRING BY A CERTIFIED ARBORIST.
- 7.5. SHRUBS SHALL BE MAINTAINED FOLLOWING THEIR NATURAL FORM WITH ROUNDED TOP AND WIDER BASE. SMALL-LEAVED (LESS THAN 1" LENGTH) SHRUBS MAY BE SHEARED WITH POWERED HEDGE TRIMMERS. ALL SHRUBS SHALL BE TRIMMED ONE TO THREE TIMES A YEAR TO MAINTAIN DESIRED HEIGHT. ALL OVERGROWN SHRUBS SHALL BE CUT BACK IN MAY AND IN SEPTEMBER.
- 7.6. HEDGES SHALL BE PRUNED REGULARLY FROM THE BEGINNING FOR PROPER ESTABLISHMENT. ALL HEDGES MUST BE MAINTAINED WITH NARROWER TOP THAN THE BOTTOM FOR SUNLIGHT TO REACH THE LOWER HALF OF THE PLANT.
- 7.7. ORNAMENTAL GRASSES MAY BE CUT BACK ONCE A YEAR IN SUMMER TO REMOVE BROWN LEAVES. CUTTING MAY BE COMPLETED IN FOUR WEEK INTERVALS SO NOT TO HAVE ALL THE ORNAMENTAL GRASSES RECOVERING AT THE SAME TIME.
8. DIVIDING PLANTS:
- 8.1. BROMELIADS: WHEN THE MOTHER PLANT TURNS BROWN, CAREFULLY PULL UP THE BROMELIAD CLUMP. CUT THE PUPS APART WITH A SHARP KNIFE OR PRUNERS PRESERVING AS MANY OF THE ROOTS AS POSSIBLE. DISCARD THE DYING MOTHER PLANT AND PLANT THE PUPS. THE DEAD MOTHER PLANT MAY ALSO BE TWISTED OFF AT THE BASE, WITHOUT REMOVING THE CLUMP FROM THE GROUND.
- 8.2. HERBACEOUS PERENNIALS: THE CLUMPS MAY BE DIVIDED EVERY TWO TO THREE YEARS IN LATE SPRING OR SUMMER. DIG THE ROOT BALL OUT OF THE GROUND AND CAREFULLY DIVIDE THE CLUMP INTO 2-4 SMALLER SECTIONS.
9. RELOCATING PLANT MATERIAL:
- 9.1. THE BEST TIME TO RELOCATE PLANTS IN THE GARDEN IS FEBRUARY THROUGH APRIL.
- 9.2. THE PLANT SHALL BE PROPERLY ROOT-PRUNED BETWEEN 6 AND 10 WEEKS BEFORE RELOCATION.
- 9.3. AT THE TIME OF THE RELOCATION, THE ROOT BALL SHALL BE CUT BEYOND THE ROOT PRUNING CUT TO INCLUDE ALL NEW FEEDER ROOTS.
- 9.4. WATER RELOCATED PLANTS DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
10. MAINTAINING SOIL PH:
- 10.1. SANDY SOILS ARE NATURALLY ALKALINE, BUT MOST PLANT MATERIALS PREFER SOILS IN NEUTRAL OR ACIDIC RANGE TO THRIVE.
- 10.2. ADDING ORGANIC MATTER REGULARLY WILL MAINTAIN A HEALTHY PH LEVEL FOR ALL PLANTS.
- 10.3. COMPOST WILL DECREASE THE SOIL PH THROUGH THE DECOMPOSITION PROCESS.
- 10.4. ACIDIC ORGANIC MATTER, SUCH AS PINE NEEDLES AND ACID PEAT WILL REDUCE THE PH TEMPORARILY.
- 10.5. GRANULAR SULFUR SHOULD ONLY BE USED AS THE LAST RESORT TO LOWER SOIL PH.
11. CONTAINER PLANTS:
- 11.1. ONLY USE POTTING SOIL OR POTTING MIX IN CONTAINERS.
- 11.2. WATER THOROUGHLY. CONTAINER PLANTS NEED MORE WATER THAN THE PLANTS IN THE GROUND. DURING SUMMER MONTHS, HERBS IN CONTAINERS WILL NEED WATERING ONCE DAILY.
12. COLD PROTECTION:
- 12.1. WATER COLD SENSITIVE PLANTS THOROUGHLY 12 HOURS BEFORE THE FORECASTED COLD FRONT.
- 12.2. COVER THE PLANTS AT DUSK WITH BLANKETS OR BREATHABLE COVERS. REMOVE THE COVERS AFTER DAWN.

Sheet
L7
Details and
Specifications

Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997



Date: 06/03/2022
Design by: MF,PA
Reviewed by: MF
Revised: 09/23/2022

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LANDSCAPE ARCHITECT
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TABLE OF CONTENTS:	LOCATION MAP:	SITE DATA		LEGEND																																														
L1 - TITLE SHEET L2 - SITEWORK PLAN NORTH L3 - HARDSCAPE PLAN SOUTH / MITIGATION TABLE L4 - PLANTING PLAN NORTH L5 - PLANTING PLAN SOUTH / PLANT SCHEDULE / PLANT PICTURES / CODE TABLES L6 - DETAILS AND SPECIFICATIONS		HARDINESS ZONE: MEAN ANNUAL PRECIPITATION: MEAN ANNUAL AIR TEMP: FROST FREE PERIOD: SOIL TYPE: LANDFORM: SOIL PROFILE: SLOPE: DEPTH TO RESTRICTIVE FEATURE: DRAINAGE CLASS: RUNOFF CLASS: DEPTH TO WATER TABLE: FREQUENCY FOR FLOODING: HYDROLOGIC SOIL GROUP: Sandy soils on flats of mesic or hydric lowlands. HYDRIC SOIL RATING: WETLANDS:	10A 56" - 64" 72° - 79° 350 - 365 DAYS LAWNWOOD AND SIM., MYAKKA AND SIM., MARINE TERR. ON FLATWOODS A - 0" - 5" FINE SAND E - 5" - 28" FINE SAND Bh - 28" - 52" LOAMY FINE SAND C1 - 52" - 64" FINE SAND C2 - 64" - 80" LOAMY FINE SAND 0% - 2% 20" - 30" TO ORTSTEIN POORLY DRAINED HIGH 6" - 18" NONE A/D NO NA	<table><thead><tr><th colspan="2">SYMBOLS</th><th colspan="2">LINE TYPES / NOTES</th></tr></thead><tbody><tr><td> T TELEPHONE PEDESTAL</td><td> DOWNSPOUT</td><td> A/C UNIT</td><td> FENCE</td></tr><tr><td> CA CABLE TV PEDESTAL</td><td> HOSE BIB</td><td> EXISTING PALM SYMBOLS VARY BASED ON SPECIES</td><td> PROPERTY LINE</td></tr><tr><td> W WELL</td><td> MAILBOX</td><td> EXISTING TREE SYMBOLS VARY BASED ON SPECIES</td><td> SETBACK / EASEMENT</td></tr><tr><td> WM WATER METER</td><td> UTILITY POLE</td><td> EXISTING SHRUB SYMBOLS VARY BASED ON SPECIES</td><td> EXISTING CONTOURS (BASED ON LOCAL GIS DATA)</td></tr><tr><td> G GAS METER</td><td> LIGHT POST</td><td> EXISTING PLANT SYMBOLS SHOWN ON THE PLANTING PLAN REPRESENT PLANTS TO REMAIN</td><td> PROPOSED CONTOURS</td></tr><tr><td> E ELECTRIC METER</td><td> WALL MOUNTED LIGHT</td><td> EXISTING TREE TO BE REMOVED</td><td> EXISTING VEGETATION MASS</td></tr><tr><td> IB IRRIGATION BOX</td><td> POOL EQUIPMENT</td><td> EXISTING TREE TO BE RELOCATED</td><td> SPOT GRADES</td></tr><tr><td> FIRE HYDRANT</td><td></td><td></td><td></td></tr></tbody></table> <table><thead><tr><th colspan="2">ABBREVIATIONS</th></tr></thead><tbody><tr><td>EX</td><td>EXISTING</td></tr><tr><td>FV</td><td>FIELD VERIFY</td></tr><tr><td>TBD</td><td>TO BE DETERMINED</td></tr><tr><td>OAP</td><td>ON ADJACENT PROPERTY</td></tr></tbody></table>	SYMBOLS		LINE TYPES / NOTES		T TELEPHONE PEDESTAL	DOWNSPOUT	A/C UNIT	FENCE	CA CABLE TV PEDESTAL	HOSE BIB	EXISTING PALM SYMBOLS VARY BASED ON SPECIES	PROPERTY LINE	W WELL	MAILBOX	EXISTING TREE SYMBOLS VARY BASED ON SPECIES	SETBACK / EASEMENT	WM WATER METER	UTILITY POLE	EXISTING SHRUB SYMBOLS VARY BASED ON SPECIES	EXISTING CONTOURS (BASED ON LOCAL GIS DATA)	G GAS METER	LIGHT POST	EXISTING PLANT SYMBOLS SHOWN ON THE PLANTING PLAN REPRESENT PLANTS TO REMAIN	PROPOSED CONTOURS	E ELECTRIC METER	WALL MOUNTED LIGHT	EXISTING TREE TO BE REMOVED	EXISTING VEGETATION MASS	IB IRRIGATION BOX	POOL EQUIPMENT	EXISTING TREE TO BE RELOCATED	SPOT GRADES	FIRE HYDRANT				ABBREVIATIONS		EX	EXISTING	FV	FIELD VERIFY	TBD	TO BE DETERMINED	OAP	ON ADJACENT PROPERTY
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Michael Flough
LANDSCAPE ARCHITECT

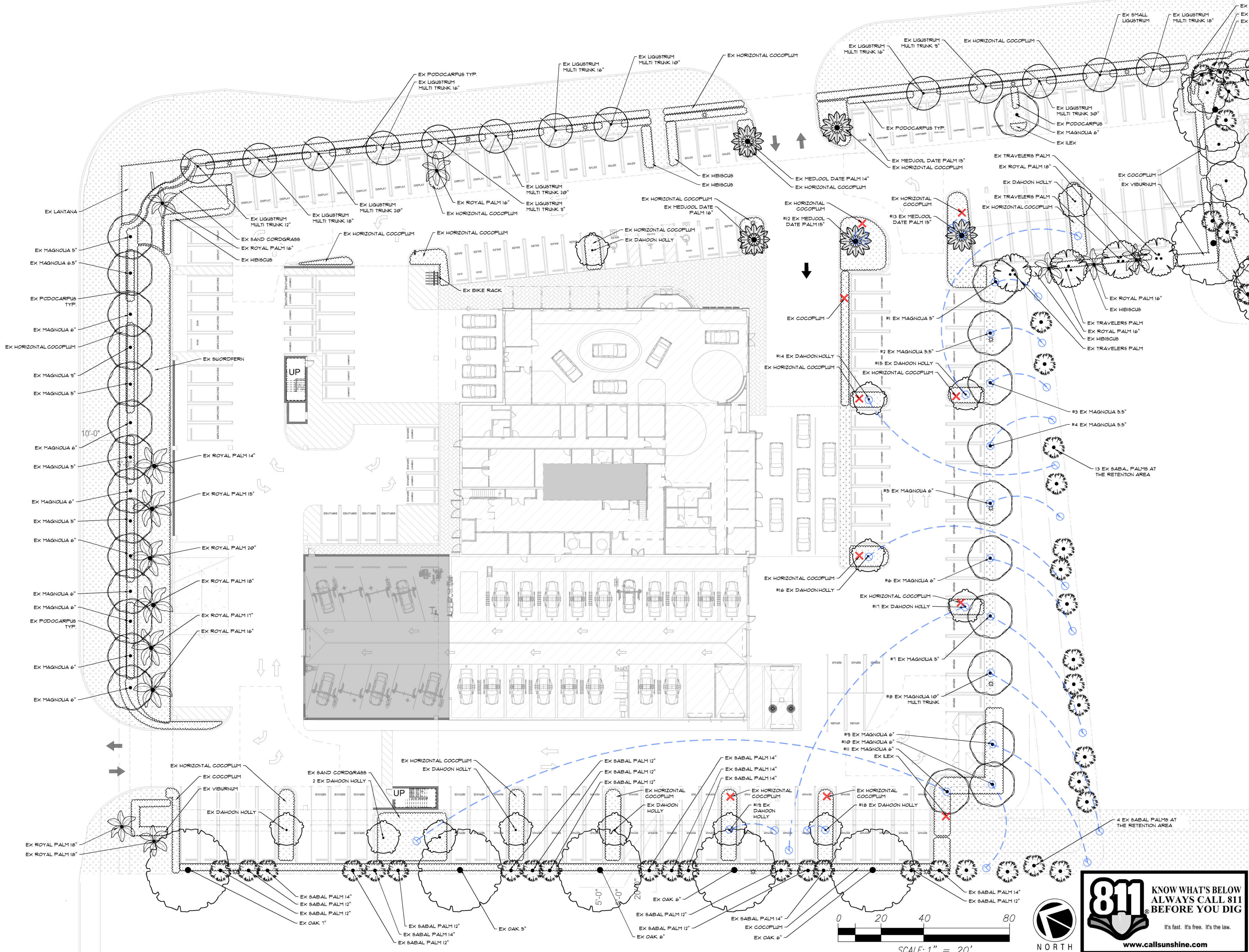
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Stuart
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Sheet
L1
Title Sheet

Landscape Plan Phase 2
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

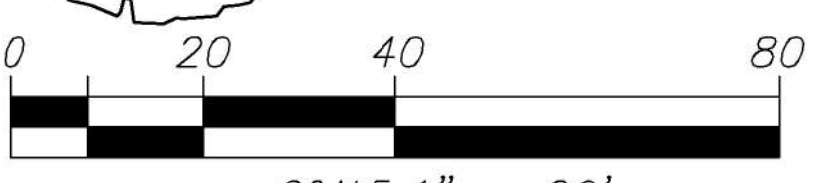
Date: 06/03/2022
Design by: MF,PA
Reviewed by: MF
Revised: 09/15/2022

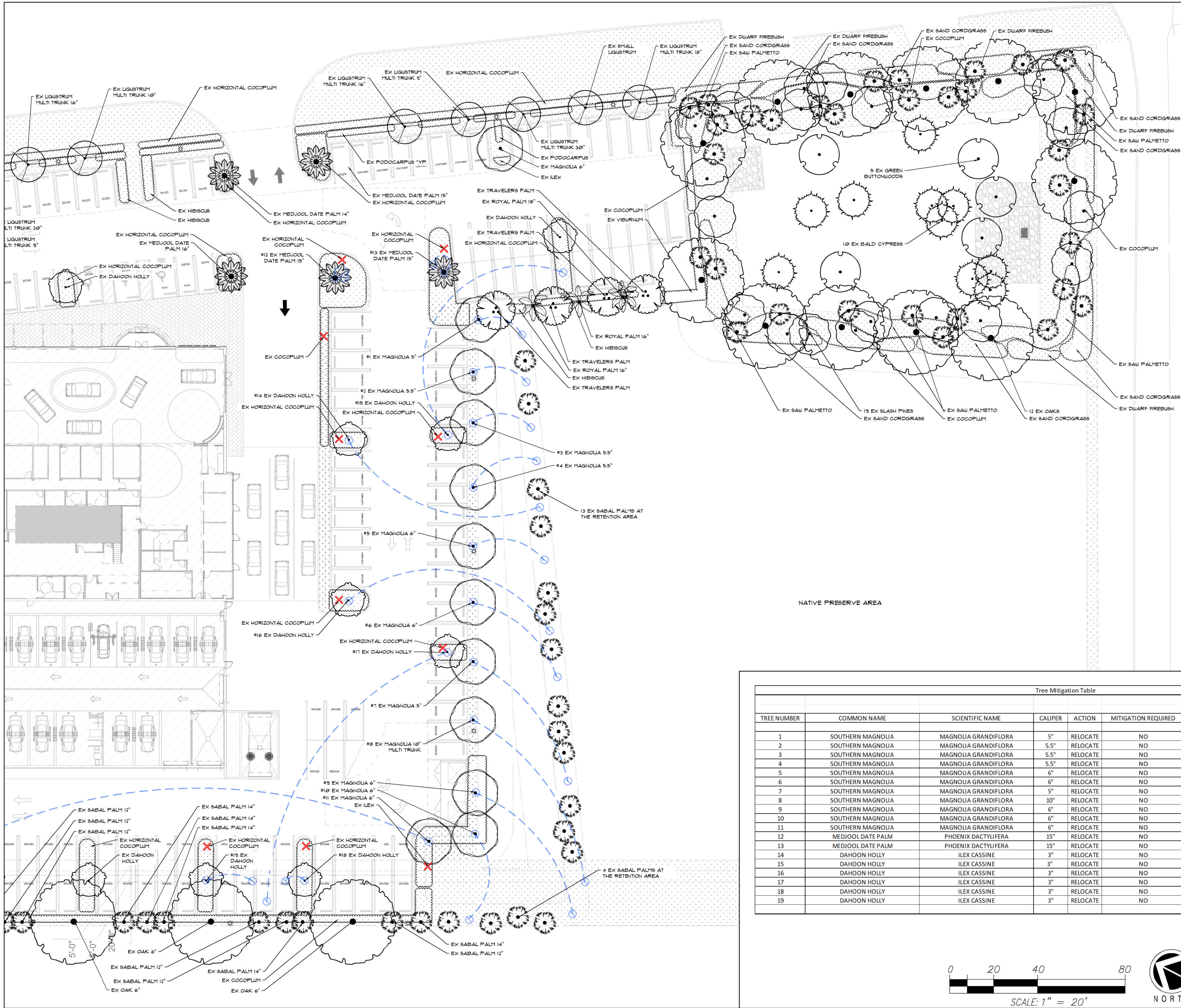
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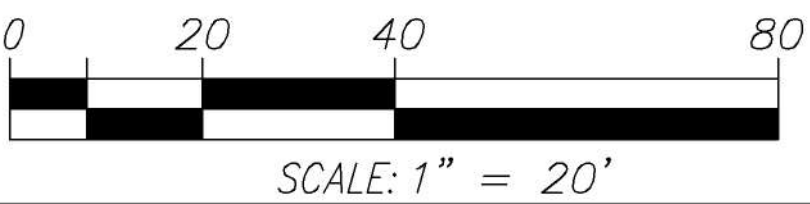
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Tree Mitigation Table						
TREE NUMBER	COMMON NAME	SCIENTIFIC NAME	CALIPER	ACTION	MITIGATION REQUIRED	COMMENTS
1	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5"	RELOCATE	NO	
2	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5.5"	RELOCATE	NO	
3	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5.5"	RELOCATE	NO	
4	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5.5"	RELOCATE	NO	
5	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
6	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
7	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5"	RELOCATE	NO	
8	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	10"	RELOCATE	NO	
9	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
10	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
11	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
12	MEDJOL DATE PALM	PHOENIX DACTYLIFERA	15"	RELOCATE	NO	MOVE +/- 5' TO CENTER OF THE MODIFIED LANDSCAPE ISLAND
13	MEDJOL DATE PALM	PHOENIX DACTYLIFERA	15"	RELOCATE	NO	MOVE +/- 5' TO CENTER OF THE MODIFIED LANDSCAPE ISLAND
14	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	
15	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	
16	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	
17	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	
18	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	
19	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	





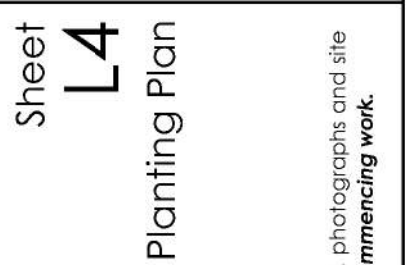
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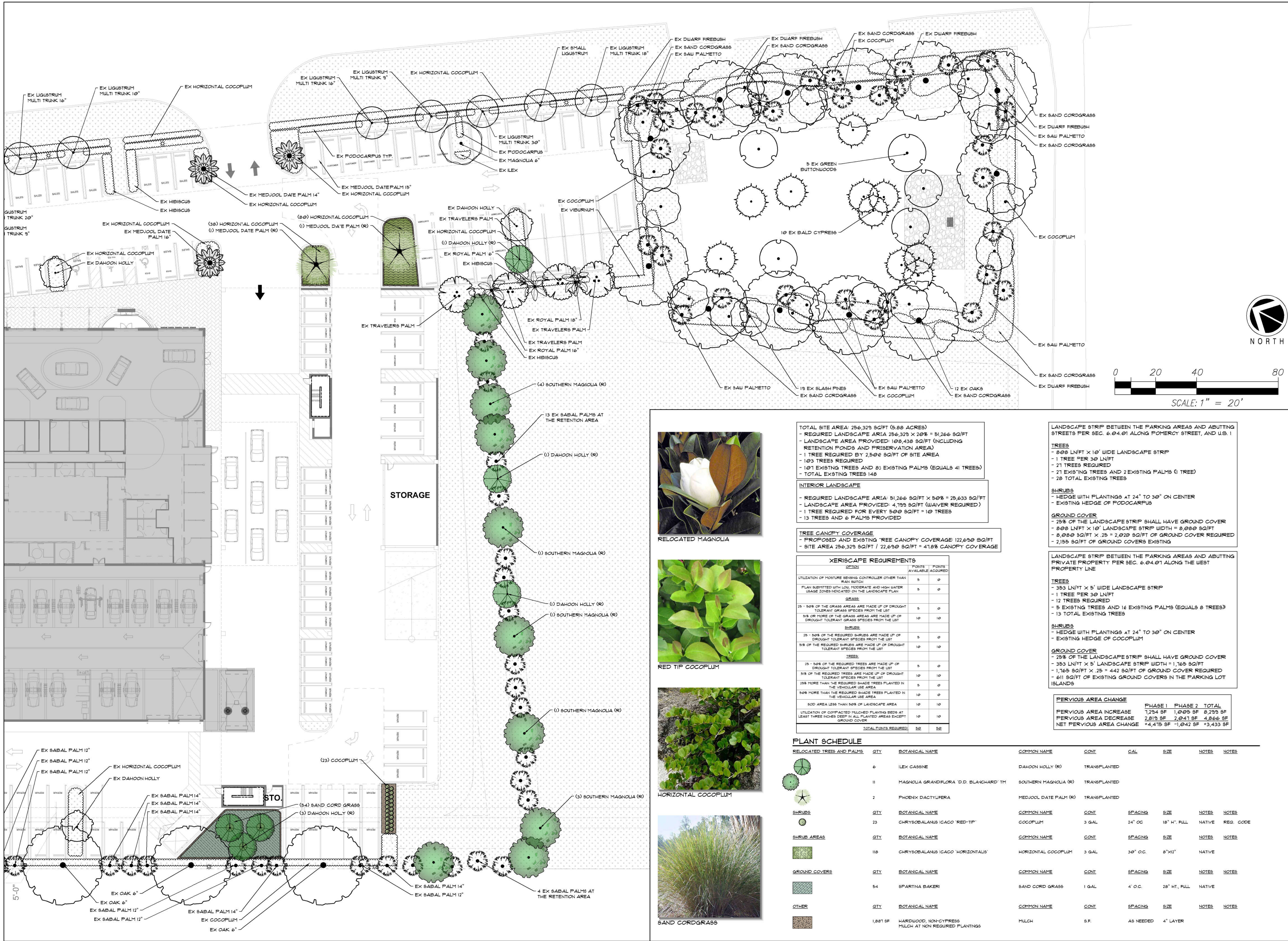
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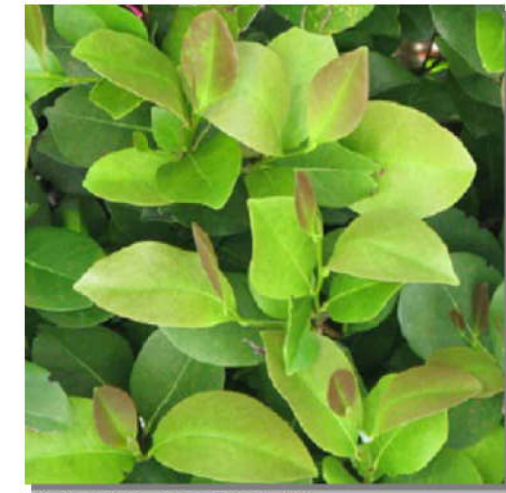


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RELOCATED MAGNOLIA



RED TIP COCCOLUP



HORIZONTAL COCCOLUP



SAND CORDGRASS

TOTAL SITE AREA: 256,325 SQ/FT (5.88 ACRES)
- REQUIRED LANDSCAPE AREA: 256,325 X 20% = 51,266 SQ/FT
- LANDSCAPE AREA PROVIDED: 108,438 SQ/FT (INCLUDING RETENTION PONDS AND PRESERVATION AREA)
- 1 TREE REQUIRED BY 2,500 SQ/FT OF SITE AREA
- 103 TREES REQUIRED
- 101 EXISTING TREES AND 83 EXISTING PALMS (EQUALS 41 TREES)
- TOTAL EXISTING TREES 148

INTERIOR LANDSCAPE
- REQUIRED LANDSCAPE AREA: 51,266 SQ/FT X 50% = 25,633 SQ/FT
- LANDSCAPE AREA PROVIDED: 4,793 SQ/FT (WAIVER REQUIRED)
- 1 TREE REQUIRED FOR EVERY 500 SQ/FT = 10 TREES
- 13 TREES AND 6 PALMS PROVIDED

TREE CANOPY COVERAGE
- PROPOSED AND EXISTING TREE CANOPY COVERAGE: 122,650 SQ/FT
- SITE AREA 256,325 SQ/FT / 22,650 SQ/FT = 47.8% CANOPY COVERAGE

XERISCAPE REQUIREMENTS		
POINTS AVAILABLE	POINTS ACCURSED	
UTILIZATION OF HUMIDITY SENSING CONTROLLER OTHER THAN RAIN SWITCH	5	0
PLAN SUBMITTED WITH LOW, MODERATE AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN	5	0
GRASS		
25% - 50% OF THE GRASS AREAS ARE MADE UP OF DROUGHT-TOLERANT GRASS SPECIES FROM THE LIST	5	0
50% OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT-TOLERANT GRASS SPECIES FROM THE LIST	10	10
SHRUBS		
25% - 50% OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST	5	0
50% OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST	10	10
TREES		
25% - 50% OF THE REQUIRED TREES ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST	5	0
50% OF THE REQUIRED TREES ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST	10	10
25% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA	5	0
50% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA	10	0
50% AREA LESS THAN 50% OF LANDSCAPE AREA	10	10
UTILIZATION OF COMPACTED MULCHED PLANTING BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER	10	10
TOTAL POINTS REQUIRED	50	50

LANDSCAPE STRIP BETWEEN THE PARKING AREAS AND ABUTTING STREETS PER SEC. 6.04.01 ALONG POMEROY STREET, AND U.S. 1

TREES
- 800 LN/FT X 10' WIDE LANDSCAPE STRIP
- 1 TREE PER 30 LN/FT
- 21 TREES REQUIRED
- 21 EXISTING TREES AND 2 EXISTING PALMS (1 TREE)
- 28 TOTAL EXISTING TREES

SHRUBS
- HEDGE WITH PLANTINGS AT 24" TO 30" ON CENTER
- EXISTING HEDGE OF COCCOLUP

GROUND COVER
- 25% OF THE LANDSCAPE STRIP SHALL HAVE GROUND COVER
- 800 LN/FT X 10' LANDSCAPE STRIP WIDTH = 8,000 SQ/FT
- 8,000 SQ/FT X .25 = 2,000 SQ/FT OF GROUND COVER REQUIRED
- 2,155 SQ/FT OF GROUND COVERS EXISTING

LANDSCAPE STRIP BETWEEN THE PARKING AREAS AND ABUTTING PRIVATE PROPERTY PER SEC. 6.04.01 ALONG THE WEST PROPERTY LINE

TREES
- 353 LN/FT X 5' WIDE LANDSCAPE STRIP
- 1 TREE PER 30 LN/FT
- 12 TREES REQUIRED
- 5 EXISTING TREES AND 16 EXISTING PALMS (EQUALS 8 TREES)
- 13 TOTAL EXISTING TREES

SHRUBS
- HEDGE WITH PLANTINGS AT 24" TO 30" ON CENTER
- EXISTING HEDGE OF COCCOLUP

GROUND COVER
- 25% OF THE LANDSCAPE STRIP SHALL HAVE GROUND COVER
- 353 LN/FT X 5' LANDSCAPE STRIP WIDTH = 1,765 SQ/FT
- 1,765 SQ/FT X .25 = 442 SQ/FT OF GROUND COVER REQUIRED
- 611 SQ/FT OF EXISTING GROUND COVERS IN THE PARKING LOT ISLANDS

PERVIOUS AREA CHANGE		
PERVIOUS AREA INCREASE	PHASE 1	PHASE 2 TOTAL
PERVIOUS AREA INCREASE	1,294 SF	1,005 SF 8,299 SF
PERVIOUS AREA DECREASE	2,819 SF	2,041 SF 4,866 SF
NET PERVIOUS AREA CHANGE	+4,475 SF	-1,042 SF +3,433 SF

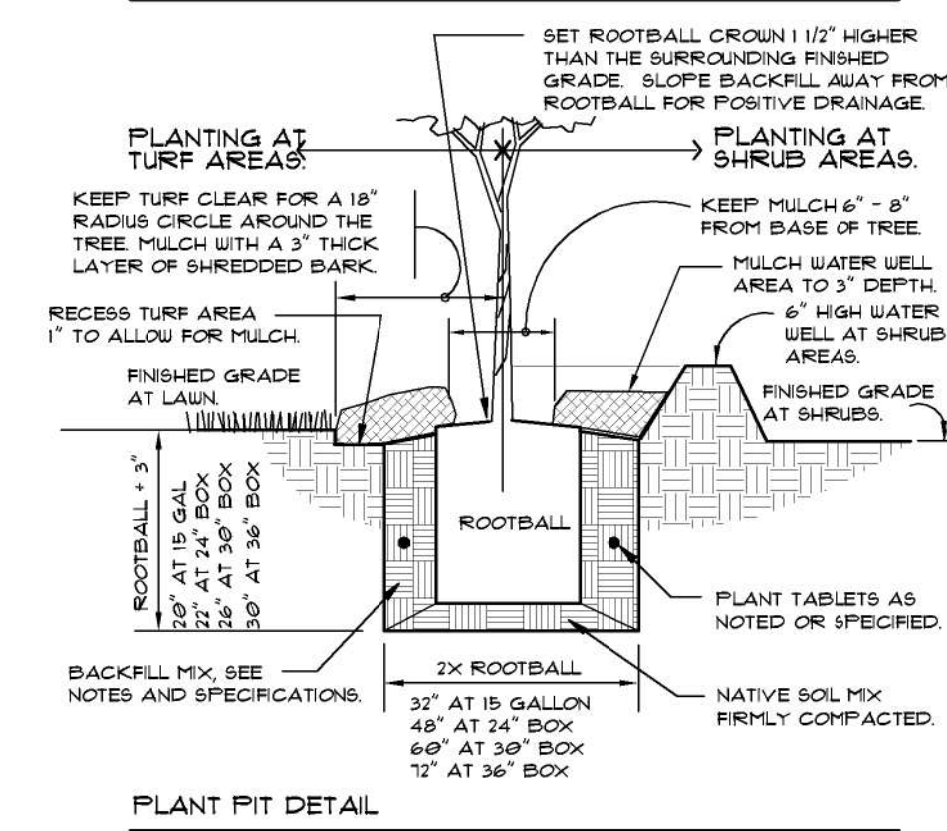
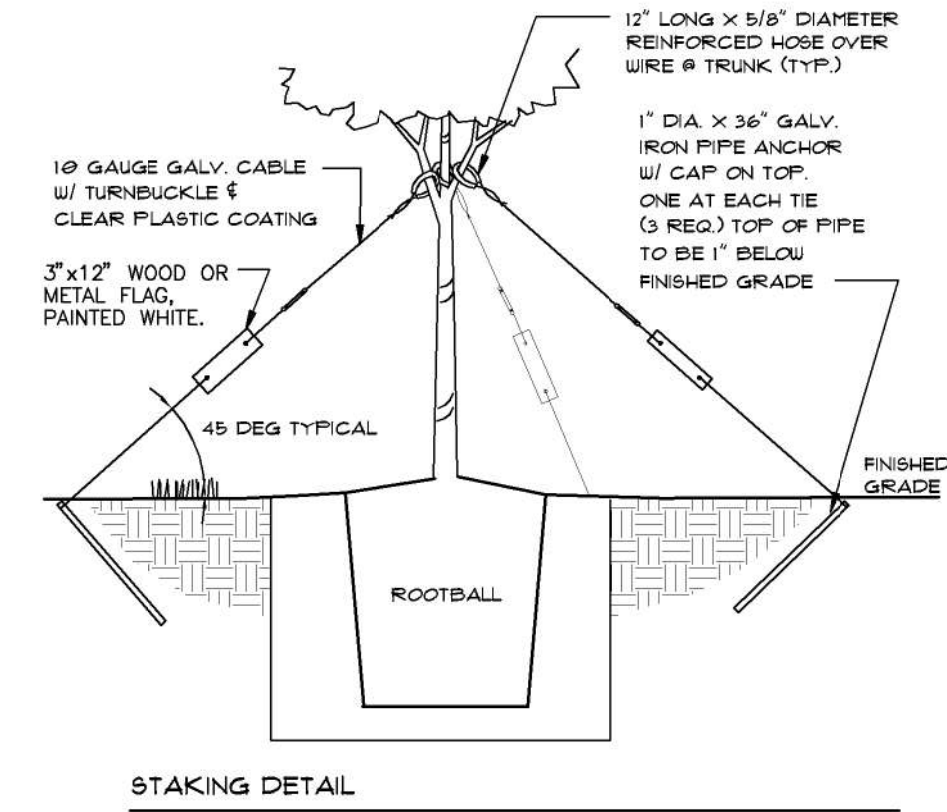
PLANT SCHEDULE

RELOCATED TREES AND PALMS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE	NOTES	NOTES
	6	ILEX CASSINE	DAHON HOLLY (R)	TRANSPLANTED				
	11	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA (R)	TRANSPLANTED				
	2	PHOENIX DACTYLIPERA	MEDJOL DATE PALM (R)	TRANSPLANTED				
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SIZE	NOTES	NOTES
	23	CHRYSOBALANUS 'CAGO RED-TIP'	COCCOLUP	3 GAL	24" OC	18" H", FULL	NATIVE	REQ. CODE
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SIZE	NOTES	NOTES
	118	CHRYSOBALANUS 'CAGO HORIZONTAL'	HORIZONTAL COCCOLUP	3 GAL	36" OC	8"x12"	NATIVE	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SIZE	NOTES	NOTES
	54	SPARTINA BAKERI	SAND CORD GRASS	1 GAL	4' OC	28" HT., FULL	NATIVE	
OTHER	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SIZE	NOTES	NOTES
	1,881 SF	HARDWOOD, NON-CYPRESS MULCH AT NON REQUIRED PLANTINGS	MULCH	S.F.	AS NEEDED	4" LAYER		

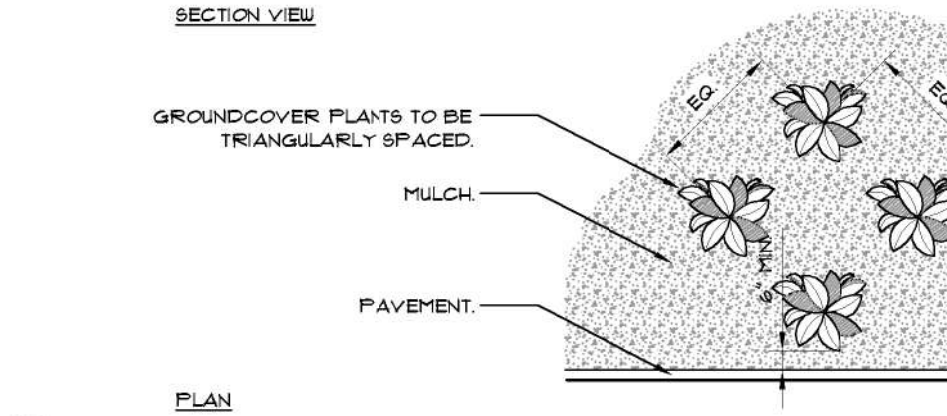
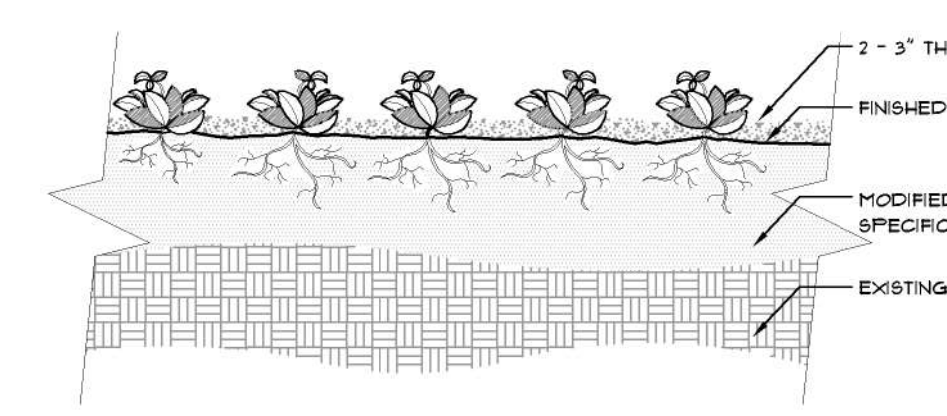
LANDSCAPE INSTALLATION NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL DESIGNATE AN ENGLISH SPEAKING, SKILLED CREW FOREMAN FOR THE PROJECT, WHO WILL BE AVAILABLE AND ACCESSIBLE FOR THE DURATION OF THE LANDSCAPE INSTALLATION.
2. ALL SPECIFICATIONS MUST BE SATISFIED. IF THERE IS A PROBLEM LOCATING A MATERIAL WITH GIVEN SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL PRIOR TO INSTALLATION. AT THE DISCRETION OF THE LANDSCAPE ARCHITECT, A SUBSTITUTION MAY BE MADE.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW AND RECONCILE PLAN WITH LANDSCAPE MATERIALS LIST, AND ANALYZE SITE CONDITIONS AND ACCESS PRIOR TO SUBMITTING A PROPOSAL.
4. LANDSCAPE CONTRACTOR MUST PROVIDE EVIDENCE OF WORKMAN'S COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
5. THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE LAWS, CODES AND ORDINANCES.
6. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1 OR BETTER (GRADES AND STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION), UNLESS OTHERWISE NOTED ON THE LANDSCAPE MATERIALS LIST. AS MANY SPECIES TOLERATE BOTH SUNNY AND SHADY GROWING CONDITIONS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PLANT MATERIAL GROWN IN SIMILAR CONDITIONS TO THE SITE.

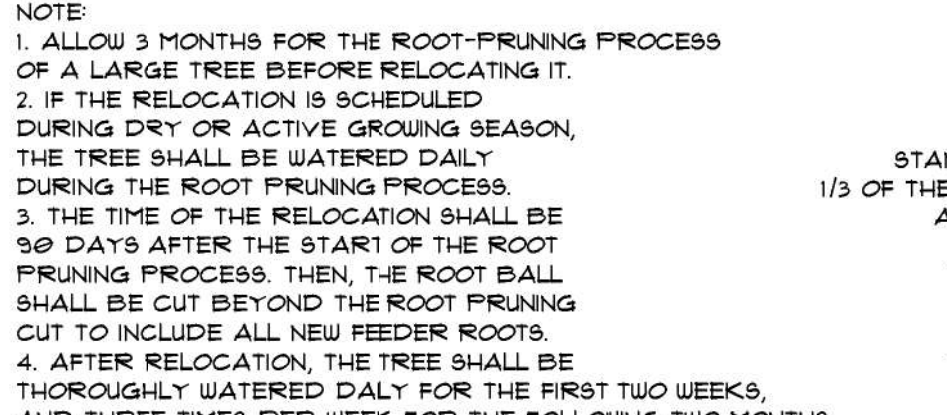
1. THE LANDSCAPE CONTRACTOR SHALL COMPLETE ALL WORK ACCORDING TO THE FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES.
2. THE LANDSCAPE CONTRACTOR MUST SPECIFY START AND COMPLETION DATES, IF AWARDED THE PROJECT.
3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
10. ALL PLANTING AREAS SHALL BE PREPARED BY REMOVING ALL DEBRIS, INCLUDING ASPHALT, CONCRETE, OR SIMILAR MATERIALS NOT SUITED FOR LANDSCAPE PLANTING.
11. PLANTING SOIL SHALL BE CLEAN OF ROCKS, STICKS, ROOTS AND WEEDS, AND SHALL BE WELL-DRAINING.
12. ALL LANDSCAPED AREAS SHALL BE FINISH GRADED SUCH THAT FINISHED ELEVATION WILL BE FLUSH AND LEVEL WITH SURROUNDING PAVED SURFACES. THE FINISHED GRADE AFTER PLANTING AND MULCHING SHALL NOT IMPEDE THE FLOW OF DRAINAGE INTO LANDSCAPED AREAS AND TO PREVENT THE BACKWASH OF MULCH AND DEBRIS INTO PAVED AREAS.
13. ALL PLANTING BEDS MUST DRAIN SUFFICIENTLY PRIOR TO PLANTING. IF EXISTING SOIL IS NOT ADEQUATE FOR ESTABLISHMENT OF PLANT MATERIALS DUE TO POOR DRAINAGE OR CHEMICAL PROPERTIES, SOIL AMENDMENTS SHALL BE ADDED PRIOR TO PLANTING.
14. PLANTS SHALL NOT BE PLACED TOO CLOSE TO ONE ANOTHER OR ANY HARDSCAPES. SEE LANDSCAPE MATERIALS LIST AND PLANTING DETAILS FOR SPACING AND PLACEMENT OF ALL PLANTS. A MULCH STRIP SHALL BE LEFT BETWEEN THE PLANTINGS AND WALLS, EDGE OF SOD, DRIVEWAY OR WALKWAYS. ALL PLANTS SHALL BE PLACED OUTSIDE THE EAVES OF THE ROOF, UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
15. ALL PLANTS TO BE RELOCATED SHALL BE PROPERLY ROOT PRUNED 6 TO 10 WEEKS PRIOR TO RELOCATION.
16. ALL NEW LANDSCAPE PLANTS SHALL BE PLANTED SLIGHTLY HIGHER THAN THE EXISTING GRADE LEAVING TOP OF THE ROOT BALL EXPOSED.
17. ALL PLANT MATERIALS SHALL BE THOROUGHLY WATERED IN AT THE TIME OF PLANTING.
18. 3" LAYER OF ORGANIC MULCH SHALL BE LAID IN ALL LANDSCAPE BEDS. NO MULCH SHALL BE LAID NEAR TREE TRUNKS. NO MULCH SHALL BE LAID ON TOP OF CITRUS TREE ROOT BALLS.
19. NEWLY PLANTED TREES SHALL BE STAKED ONLY IF THE ROOT BALL MOVES IN THE WIND OR THE TREES ARE LOCATED IN AN AREA OF WINDY CONDITIONS. ALL PALMS SHALL BE STAKED. ALL WOOD BRACES AND BRACE FRAMES SHALL BE STAINED DARK BROWN. NO NAILS SHALL BE DRIVEN INTO ANY PALM OR TREE.
20. PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.
21. THE LANDSCAPE BID SHALL INCLUDE IRRIGATION ON A SEPARATE CONTRACT, EXPRESSED AS A LINE-ITEM PROPOSAL.
22. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH FULLY AUTOMATIC IRRIGATION SYSTEM. THE IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE IN ALL IRRIGATED PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED ACCORDING TO ACCEPTED IRRIGATION STANDARDS USING WATER CONSERVATION PRINCIPLES WITH LOW-VOLUME IRRIGATION SYSTEM. THE SYSTEM SHALL ACCOMMODATE EASY ADJUSTMENTS FOR SEASONAL IRRIGATION NEED CHANGES OR LOCAL WATERING RESTRICTIONS.
23. ALL SOD AND SHRUB AREAS SHALL BE IRRIGATED ON SEPARATE ZONES, WHENEVER POSSIBLE. PLANTING AREAS WITH DIFFERENT WATERING NEEDS SHALL BE PLACED ON SEPARATE ZONES.
24. ALL SHRUB AND GROUND COVER AREAS SHALL BE IRRIGATED WITH DRIP LINE OR MIST HEADS; TREES AND PALMS SHALL HAVE BUBBLERS. ALL HEADS IN A GIVEN ZONE MUST HAVE THE SAME PRECIPITATION RATE.
25. SPRAY HEADS SHALL BE PLACED AND ADJUSTED TO MINIMIZE OVER-SPRAY ON PAVED AREAS, ROADWAYS AND CURBING. NO OVER-SPRAY ON BUILDINGS IS ACCEPTABLE.
26. THE CONTRACTOR(S) SHALL KEEP ALL WORK AREAS NEAT AND TIDY ON A DAILY BASIS. AT COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL REMOVE FROM THE PROPERTY ALL TEMPORARY STRUCTURES AND GARBAGE AT HIS/HER OWN EXPENSE.
27. THE CONTRACTOR(S) SHALL KEEP ALL PLANTS WATERED, FERTILIZED, MULCHED, PRUNED, STAKED AND GUYED AS NECESSARY TO ASSURE SPECIFIED MINIMUM GRADE OF FLORIDA #1 THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD. PLANTING BEDS SHALL BE KEPT FREE OF LITTER AND UNDESIRABLE VEGETATION. THE CONTRACTOR(S) IS RESPONSIBLE FOR KEEPING ALL THE PLANT MATERIAL HEALTHY, VIGOROUS, AND UNDAMAGED THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD.
28. THE FINAL PAYMENT IS MADE UPON COMPLETION OF PROJECT AND EXECUTION OF LIEN RELEASE AFFIDAVIT.
29. ALL SHRUBS AND GROUND COVERS SHALL BE WARRANTIED FOR 90 DAYS; ALL TREES AND PALMS SHALL BE WARRANTIED FOR 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT.



1 TREE GUY WIRE PLANTING
NOT TO SCALE
FX-PL-FX-TREE-11

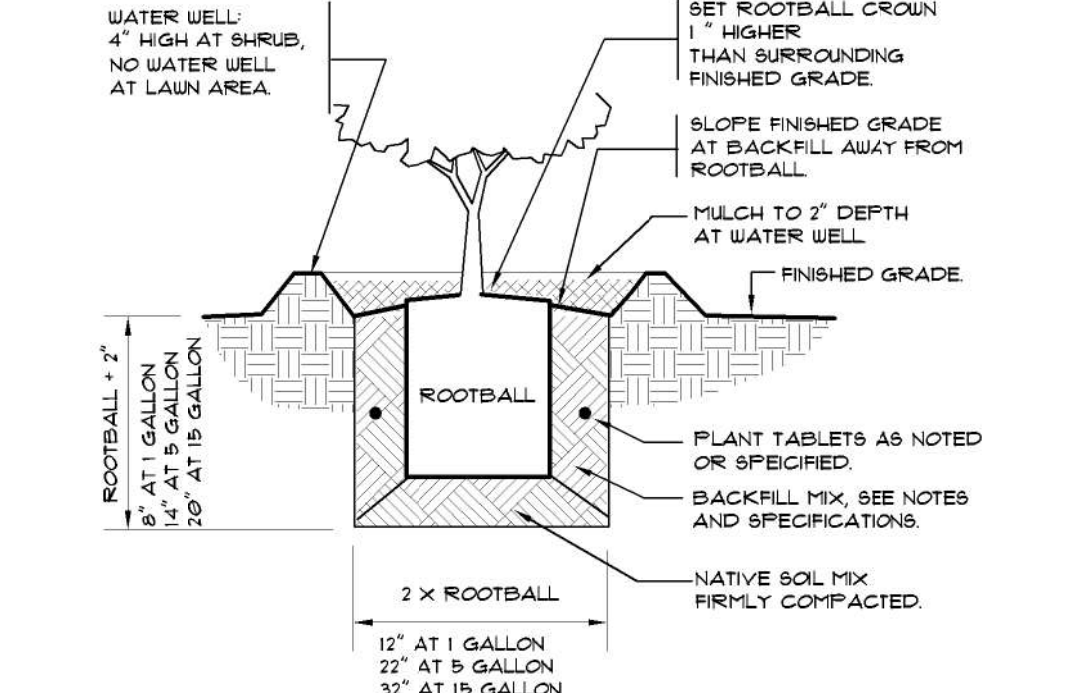


4 GROUND COVER
NOT TO SCALE
FX-PL-FX-GROU-01

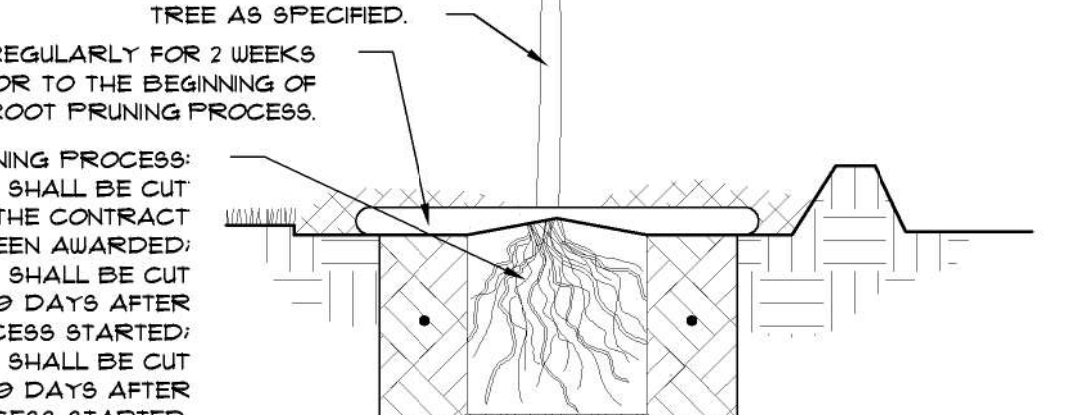
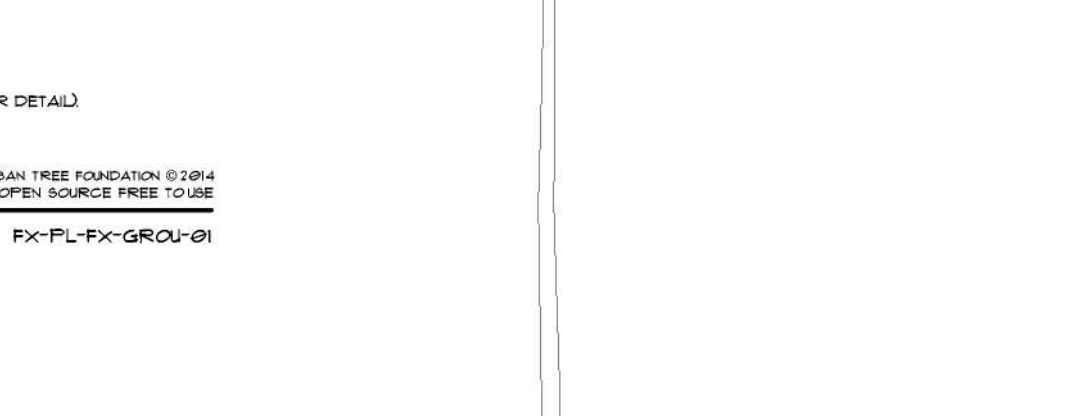
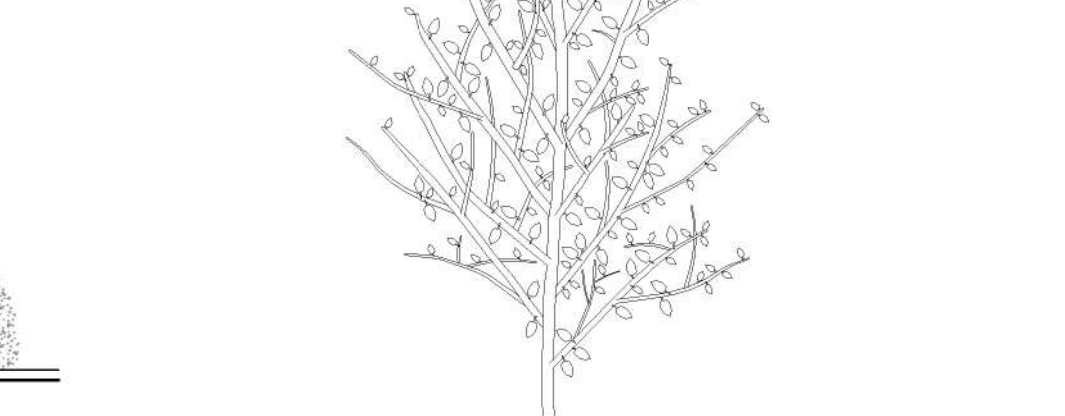
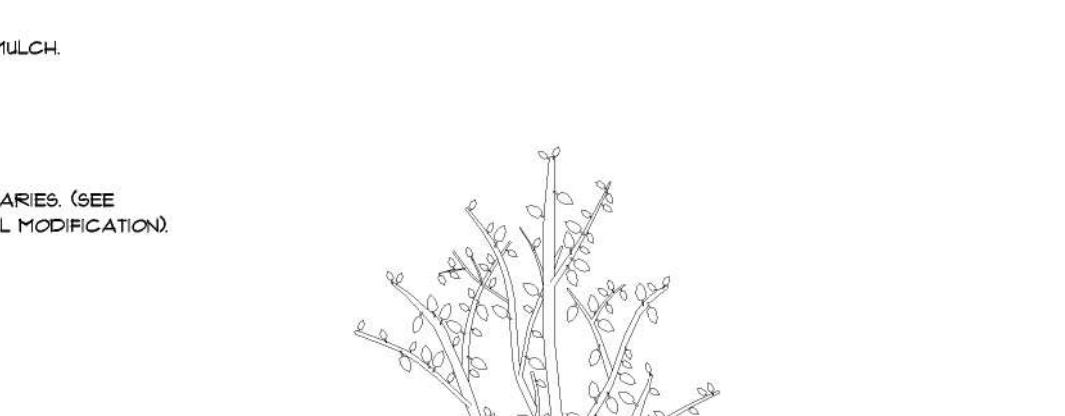


5 TREE RELOCATION
NOT TO SCALE

2 PALM TREE PLANTING
NOT TO SCALE
FX-PL-FX-TREE-15



3 SHRUB PLANTING
NOT TO SCALE
FX-PL-FX-SHRUB-01



3 SHRUB PLANTING
NOT TO SCALE
FX-PL-FX-SHRUB-01

LANDSCAPE MAINTENANCE GUIDELINES:

1. LAWN CARE:
- 1.1. MAINTAIN ST. AUGUSTINE LAWN AT 3" HEIGHT. LEAVE LAWN CLIPPINGS ON THE LAWN.
- 1.2. FERTILIZE IN FEBRUARY, MAY AND OCTOBER. APPLY PRE-EMERGENT WEED KILLER IN EARLY SPRING AND FALL.
- 1.3. PRACTICE INTEGRATED PEST MANAGEMENT TO IDENTIFY AND TREAT INSECT STRESS, WEED AND FUNGAL PROBLEMS. INSPECT AND CONTROL INSECT DAMAGE ON LAWNS DURING SUMMER MONTHS. FOLLOW LABEL DIRECTIONS FOR ANY INSECTICIDE, HERBICIDE OR FUNGICIDE APPLICATION. REFER TO GROWERS GUIDELINES FOR DETAILED INSTRUCTIONS.
- 1.4. 100% OF THE SOD AREAS SHALL BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM. INSPECT THE IRRIGATION SYSTEM FOR BREAKS AND HEAD ALIGNMENT ROUTINELY.
2. MULCH:
- 2.1. ALL LANDSCAPE BEDS SHALL BE MULCHED TWICE A YEAR.
- 2.2. APPLY 3" LAYER OF M&C CERTIFIED, SHREDDED EUCALYPTUS OR RECYCLED HARDWOOD MULCH.
3. FERTILIZING:
- 3.1. FERTILIZE WITH A GOOD QUALITY ORGANIC FERTILIZER THREE TIMES A YEAR PER LABEL INSTRUCTIONS STARTING IN MID TO LATE FEBRUARY.
- 3.2. YELLOWING LEAVES ARE OFTEN A SIGN OF NUTRITIONAL DEFICIENCY.
- 3.3. DO NOT APPLY FERTILIZER BETWEEN JUNE 1 AND SEPTEMBER 30. COMPOST SHALL BE USED IN LIEU OF FERTILIZER DURING THE RAINY SEASON, AS NEEDED.
- 3.4. MAINTAIN A FERTILIZER FREE ZONE ALONG THE RIVER TO PREVENT RUN-OFF.
4. PEST AND DISEASES:
- 4.1. SCOUT FOR PESTS AND DISEASES REGULARLY. ONLY 1% OF ALL INSECTS ARE HARMFUL TO PLANTS.
- 4.2. USE INTEGRATED PEST MANAGEMENT PRACTICES. USE PREVENTATIVE CHEMICAL APPLICATIONS ONLY, WHEN DETERMINED NECESSARY BY A PEST MANAGEMENT PROFESSIONAL.
- 4.3. CHEMICAL PEST CONTROL SHALL BE USED ONLY WHEN THE DAMAGE IS EXPECTED TO BE SIGNIFICANT.
5. WEEDS:
- 5.1. WEED CONTROL SHALL BE PREVENTATIVE.
- 5.2. HERBICIDE APPLICATIONS MUST BE DONE BY A LICENSED PEST-CONTROL PROFESSIONAL.
6. IRRIGATION:
- 6.1. PROGRAM THE IRRIGATION SYSTEM TO RUN IN THE EARLY MORNING.
- 6.2. NEW PLANTINGS SHOULD BE WATERED DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
- 6.3. NEW TREES SHALL BE WATERED AT LEAST ONCE A WEEK FOR THE FOLLOWING YEAR AND SHRUBS FOR THE FOLLOWING 6 MONTHS FOR PROPER ESTABLISHMENT.
- 6.4. TREES SHOULD RECEIVE 2 - 3 GALLONS OF WATER PER INCH OF TRUNK DIAMETER AT EACH WATERING.
- 6.5. AT EACH WATERING, APPLY 1" WATER TO ESTABLISHED PLANTING BED.
- 6.6. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSPECTED ONCE A MONTH FOR LEAKS, BRAKES AND MISALIGNED HEADS.
- 6.7. INCREASE WATERING FREQUENCY DURING TIMES OF HEAVY WINDS AND DROUGHT, TYPICALLY IN THE SPRING. PLEASE NOTE THAT A RAIN SENSOR WILL NOT DETECT THE DRYING EFFECTS OF HEAVY WINDS.
- 6.8. REDUCE WATERING FREQUENCY DURING COOL WINTER AND RAINY SUMMER MONTHS. WATER ONLY AS NEEDED AS HEAVY RAINS AND IRRIGATION WILL INCREASE WEEDS. THE IRRIGATION SYSTEM MAY BE TURNED OFF DURING MONTHS OF HEAVY RAIN. A RAIN SENSOR MAY BE USED TO OVERRIDE THE SYSTEM DURING THE RAINY SEASON.
7. PRUNING:
- 7.1. ALL PRUNING AND TRIMMING TOOLS SHALL BE CLEANED AFTER EACH USE TO PREVENT SPREADING OF DISEASES.
- 7.2. REMOVE DEAD FRONDS, DEAD WOOD AND CROSSING BRANCHES ON LARGE SHRUBS, PALMS AND TREES ANY TIME OF THE YEAR.
- 7.3. FLOWERING SHRUBS: LATE SUMMER AND FALL FLOWERING SHRUBS, AS WELL AS CONIFERS SHALL BE PRUNED ONCE A YEAR IN MARCH. SPRING BLOOMING SHRUBS SHALL BE PRUNED ONCE A YEAR, AFTER THEIR BLOOMS FADE IN LATE SPRING.
- 7.4. SHADE TREES SHALL BE STRUCTURALLY PRUNED ONCE A YEAR IN SPRING BY A CERTIFIED ARBORIST.
- 7.5. SHRUBS SHALL BE MAINTAINED FOLLOWING THEIR NATURAL FORM WITH ROUNDED TOP AND WIDER BASE. SMALL-LEAVED (LESS THAN 1" LENGTH) SHRUBS MAY BE SHEARED WITH POWERED HEDGE TRIMMERS. ALL SHRUBS SHALL BE TRIMMED ONE TO THREE TIMES A YEAR TO MAINTAIN DESIRED HEIGHT. ALL OVERGROWN SHRUBS SHALL BE CUT BACK IN MAY AND IN SEPTEMBER.
- 7.6. HEDGES SHALL BE PRUNED REGULARLY FROM THE BEGINNING FOR PROPER ESTABLISHMENT. ALL HEDGES MUST BE MAINTAINED WITH NARROWER TOP THAN THE BOTTOM FOR SUNLIGHT TO REACH THE LOWER HALF OF THE PLANT.
- 7.7. ORNAMENTAL GRASSES MAY BE CUT BACK ONCE A YEAR IN SUMMER TO REMOVE BROWN LEAVES. CUTTING MAY BE COMPLETED IN FOUR WEEK INTERVALS SO NOT TO HAVE ALL THE ORNAMENTAL GRASSES RECOVERING AT THE SAME TIME.
8. DIVIDING PLANTS:
- 8.1. BROMELIADS: WHEN THE MOTHER PLANT TURNS BROWN, CAREFULLY PULL UP THE BROMELIAD CLUMP. CUT THE PUPS APART WITH A SHARP KNIFE OR PRUNERS PRESERVING AS MANY OF THE ROOTS AS POSSIBLE. DISCARD THE DYING MOTHER PLANT AND PLANT THE PUPS. THE DEAD MOTHER PLANT MAY ALSO BE TWISTED OFF AT THE BASE, WITHOUT REMOVING THE CLUMP FROM THE GROUND.
- 8.2. HERBACEOUS PERENNIALS: THE CLUMPS MAY BE DIVIDED EVERY TWO TO THREE YEARS IN LATE SPRING OR SUMMER. DIG THE ROOT BALL OUT OF THE GROUND AND CAREFULLY DIVIDE THE CLUMP INTO 2-4 SMALLER SECTIONS.
9. RELOCATING PLANT MATERIAL:
- 9.1. THE BEST TIME TO RELOCATE PLANTS IN THE GARDEN IS FEBRUARY THROUGH APRIL.
- 9.2. THE PLANT SHALL BE PROPERLY ROOT-PRUNED BETWEEN 6 AND 10 WEEKS BEFORE RELOCATION.
- 9.3. AT THE TIME OF THE RELOCATION, THE ROOT BALL SHALL BE CUT BEYOND THE ROOT PRUNING CUT TO INCLUDE ALL NEW FEEDER ROOTS.
- 9.4. WATER RELOCATED PLANTS DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
10. MAINTAINING SOIL PH:
- 10.1. SANDY SOILS ARE NATURALLY ALKALINE, BUT MOST PLANT MATERIALS PREFER SOILS IN NEUTRAL OR ACIDIC RANGE TO THRIVE.
- 10.2. ADDING ORGANIC MATTER REGULARLY WILL MAINTAIN A HEALTHY PH LEVEL FOR ALL PLANTS.
- 10.3. COMPOST WILL DECREASE THE SOIL PH THROUGH THE DECOMPOSITION PROCESS.
- 10.4. ACIDIC ORGANIC MATTER, SUCH AS PINE NEEDLES AND ACID PEAT WILL REDUCE THE PH TEMPORARILY.
- 10.5. GRANULAR SULFUR SHOULD ONLY BE USED AS THE LAST RESORT TO LOWER SOIL PH.
11. CONTAINER PLANTS:
- 11.1. ONLY USE POTTING SOIL OR POTTING MIX IN CONTAINERS.
- 11.2. WATER THOROUGHLY. CONTAINER PLANTS NEED MORE WATER THAN THE PLANTS IN THE GROUND. DURING SUMMER MONTHS, HERBS IN CONTAINERS WILL NEED WATERING ONCE DAILY.
12. COLD PROTECTION:
- 12.1. WATER COLD SENSITIVE PLANTS THOROUGHLY 12 HOURS BEFORE THE FORECASTED COLD FRONT.
- 12.2. COVER THE PLANTS AT DUSK WITH BLANKETS OR BREATHABLE COVERS. REMOVE THE COVERS AFTER DAWN.

Sheet
L6
Details and
Specifications

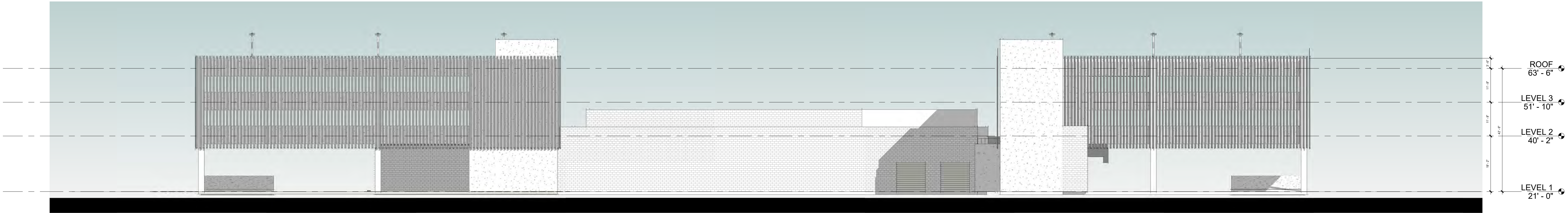
Landscape Plan Phase 2
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997



Date: 06/03/2022
Design by: MF,PA
Reviewed by: MF
Revised: 09/15/2022

Michael Flough
LANDSCAPE ARCHITECT
FL REG. #A-0001728
772.419.0024
Houzz.com/profile/Michael-Flough www.MikeFloughLA.com

Please note: This plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include: property owner, architectural plans, aerial imagery, site observations, photographs and site plans. At times, these supporting documents are inaccurate or approximate or of different scale than the design during installation or construction. It is the contractor's responsibility to verify all measurements and quantities prior to commencing work.



OVERALL ELEVATION - WEST

1/16" = 1'-0"

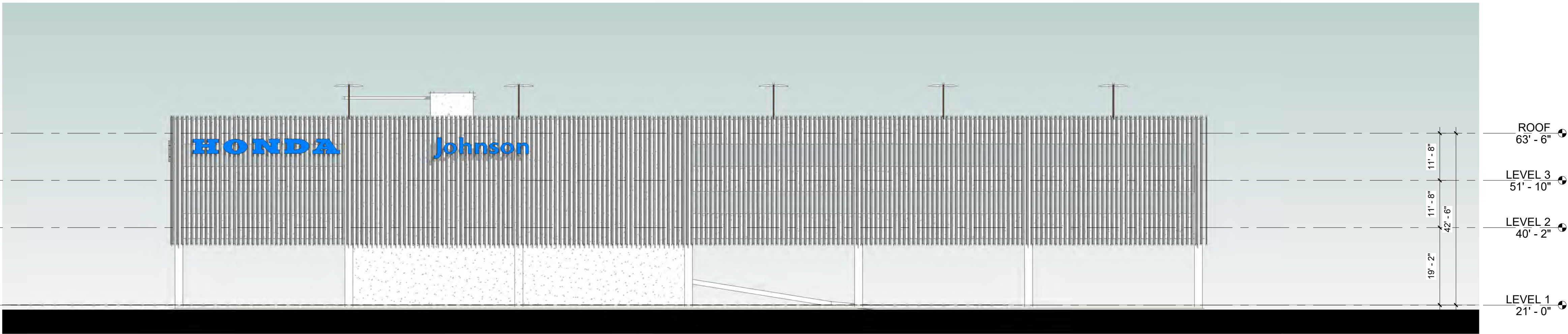
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OVERALL ELEVATION - EAST

1/16" = 1'-0"

2

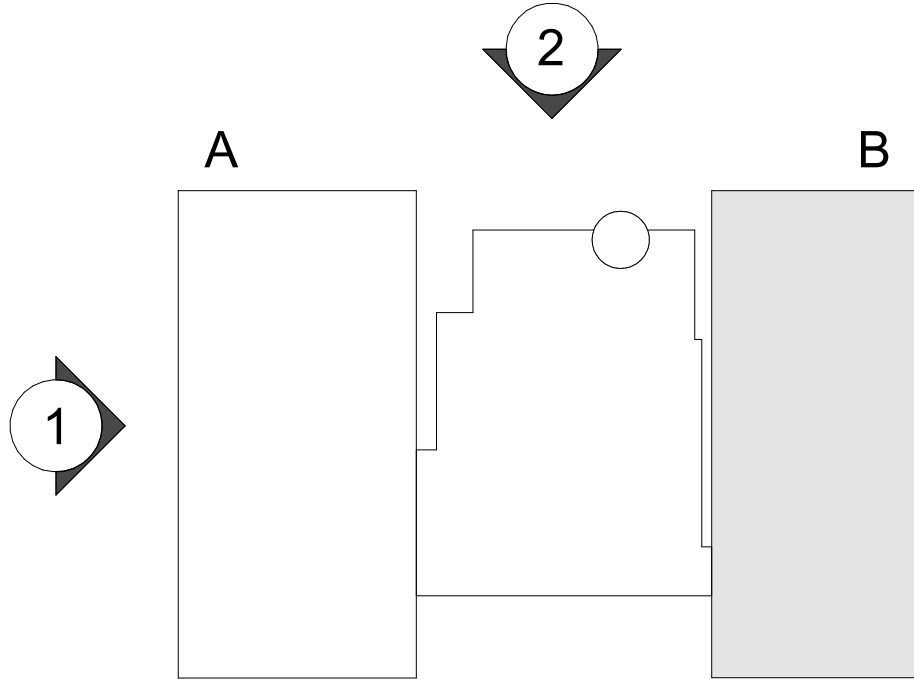


OVERALL ELEVATION - NORTH

1/16" = 1'-0"

1

KEY MAP



REVISIONS

PROJECT NAME

JOHNSON HONDA STUART

4200 SE Federal Hwy, Stuart, FL 34997

SHEET TITLE

OVERALL ELEVATIONS

SHEET NUMBER

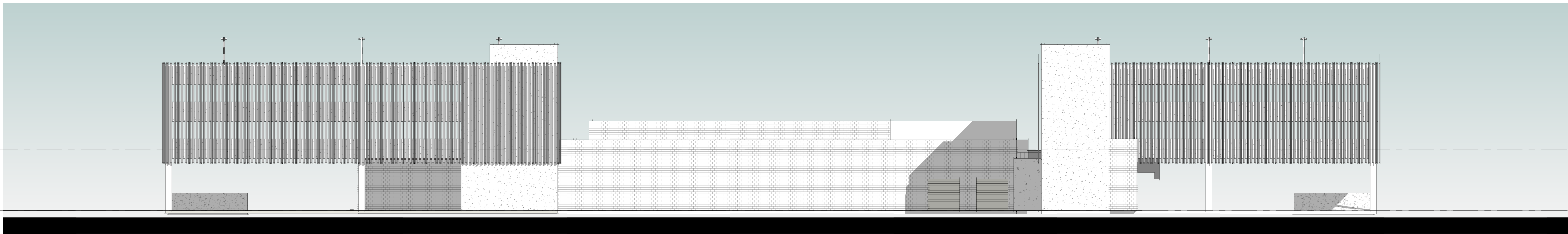
A2-21.1

PROJECT NUMBER

2110195

MVE
+ PARTNERS

NO SIGNAGE



OVERALL ELEVATION - WEST

1/16" = 1'-0"

3

WALL AREA (FRONT): 10,961 SF
SIGNAGE AREA: 306 SF

PROVIDED % : 2.79% (< 4.5%, ALLOWABLE *) (*) refer to the Table 6.11.09



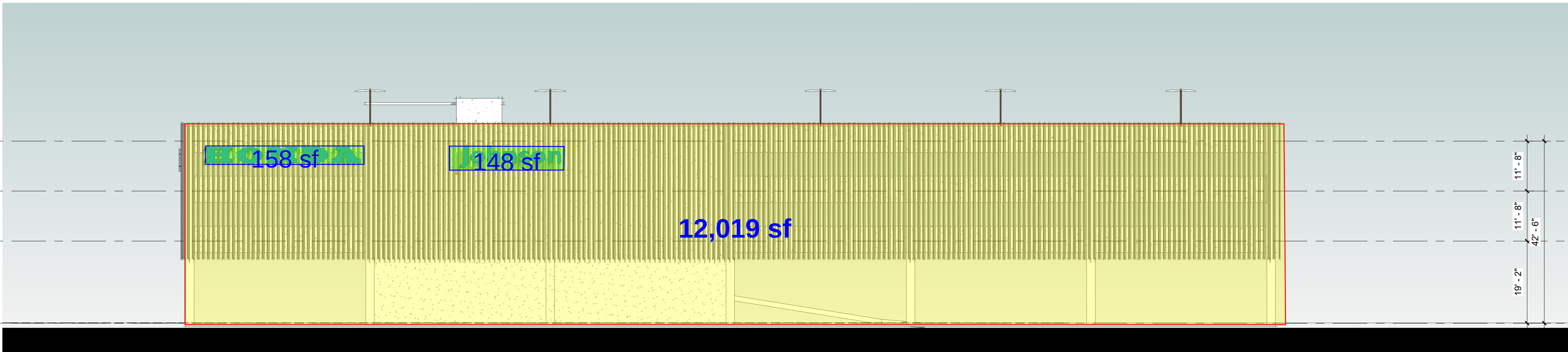
OVERALL ELEVATION - EAST

1/16" = 1'-0"

2

WALL AREA (SIDE): 12,019 SF
SIGNAGE AREA: 306 SF

PROVIDED % : 2.54% (< 4.5%, ALLOWABLE)



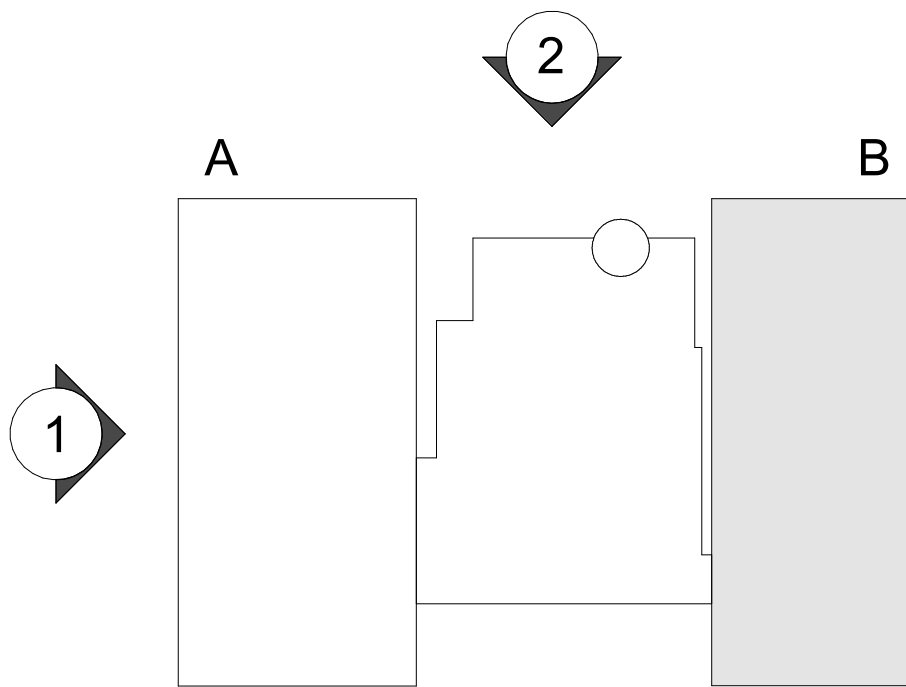
OVERALL ELEVATION - NORTH

1/16" = 1'-0"

1

UNIFIED SIGNAGE AREA TABLE 6.11.09

Square Footage of Building Face Area	Percent Allowable
0— less than 500 SF	7 %
500 SF - less than 1,000 SF	5.75 %
1,000 SF - less than 1,500 SF	5.5 %
1,500 SF - less than 2,500 SF	5.25 %
2,500 SF - less than 3,500 SF	4.75 %
3,500 SF — up	4.5 %



REVISIONS

STAMP

JOHNSON HONDA STUART

OVERALL ELEVATIONS

SHEET TITLE

SHEET NUMBER
A2-21.1

PROJECT NUMBER
2110195

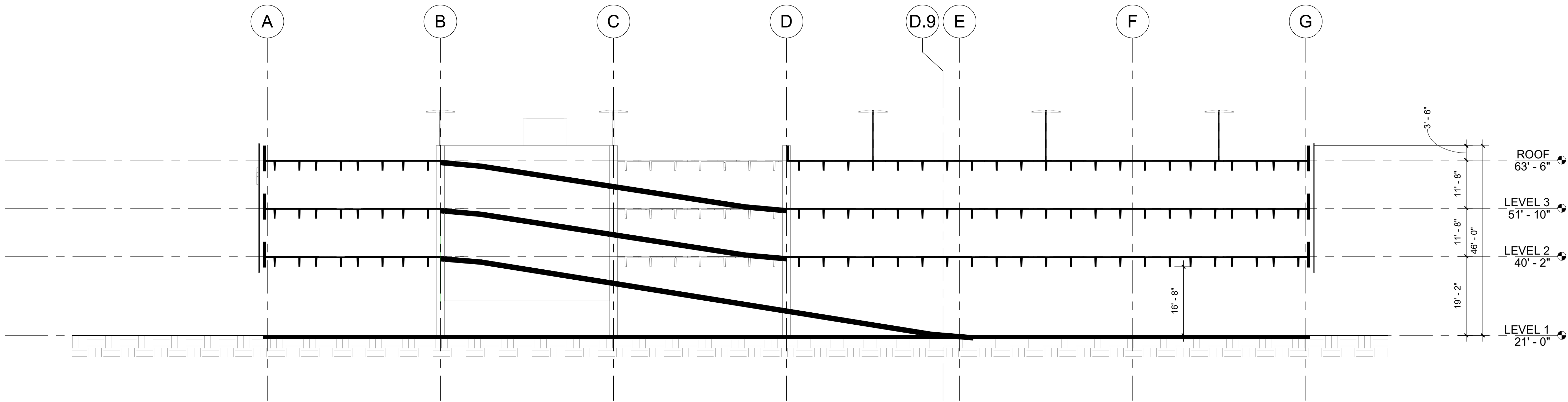
MVE
+ PARTNERS

100% DESIGN DEVELOPMENT SET - 06/10/2022

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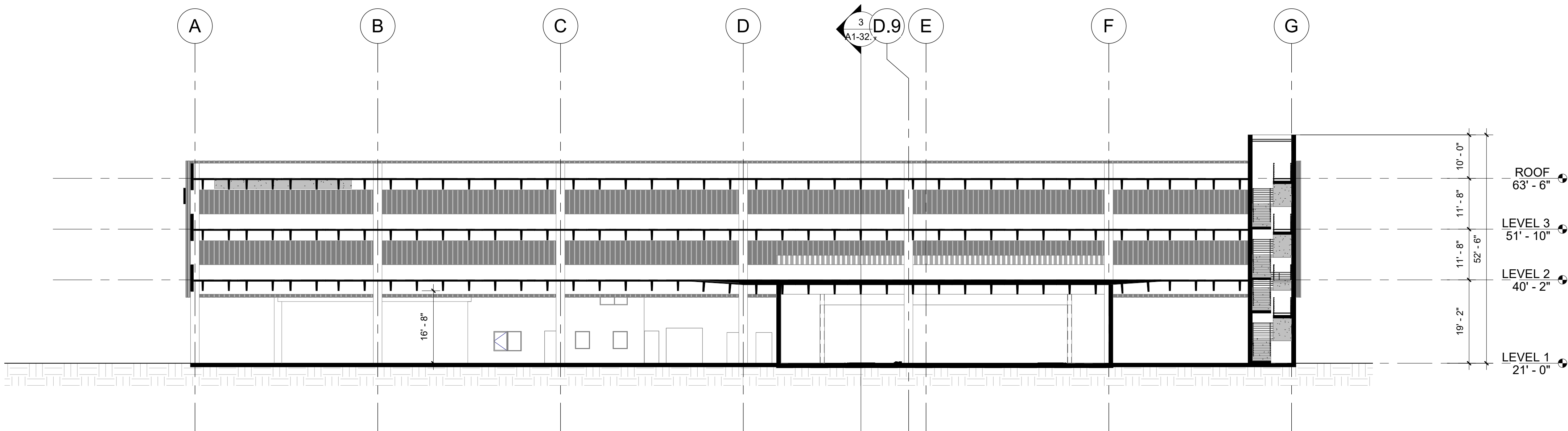
PHASE - II



BLDG A - SECTION 2

1/16" = 1'-0"

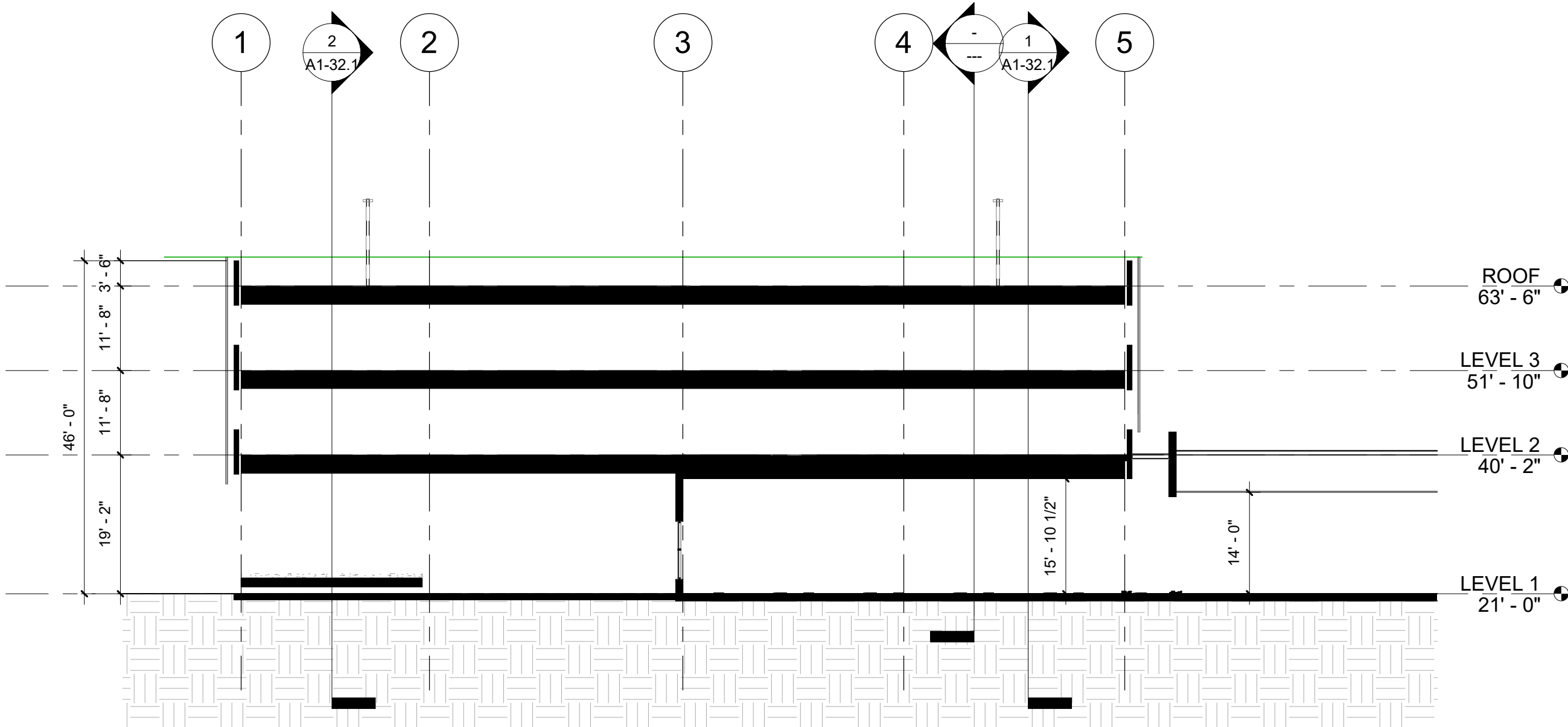
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BLDG A - SECTION 1

1/16" = 1'-0"

1

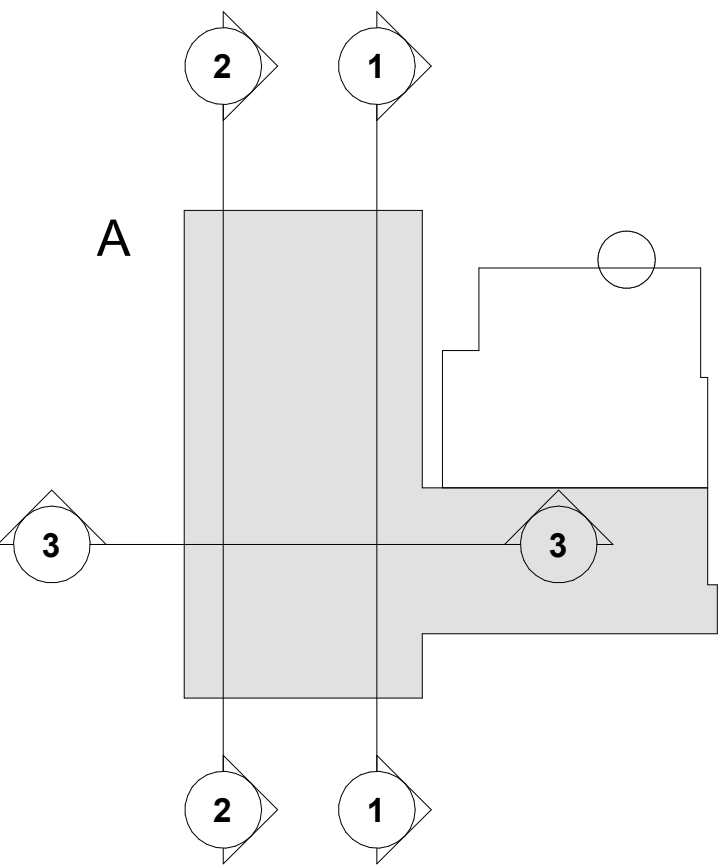


BLDG A - SECTION 3

1/16" = 1'-0"

3

KEY MAP



SHEET TITLE

BLDG A - BUILDING SECTIONS

SHEET NUMBER

A1-32.1

PROJECT NUMBER

2110195

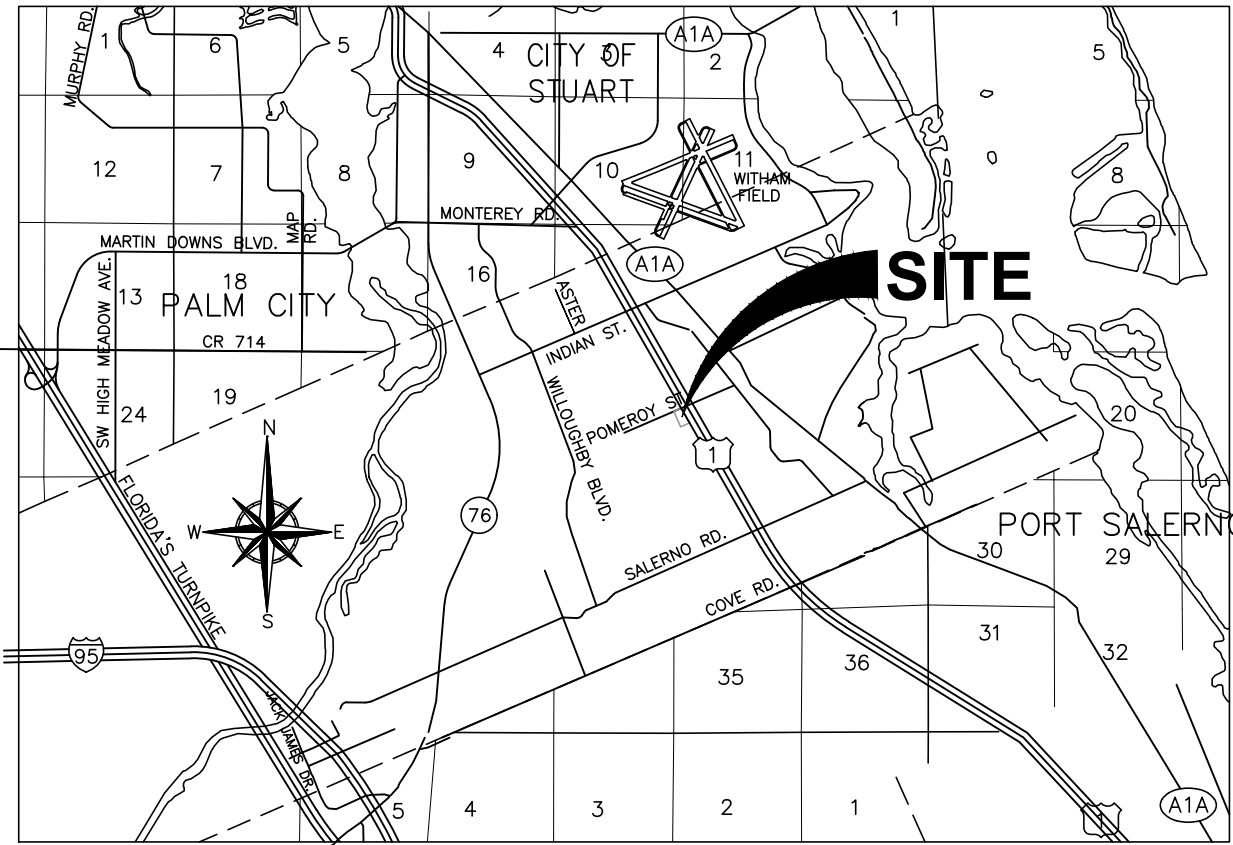
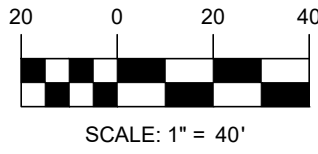
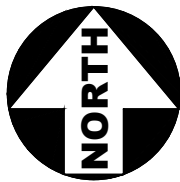
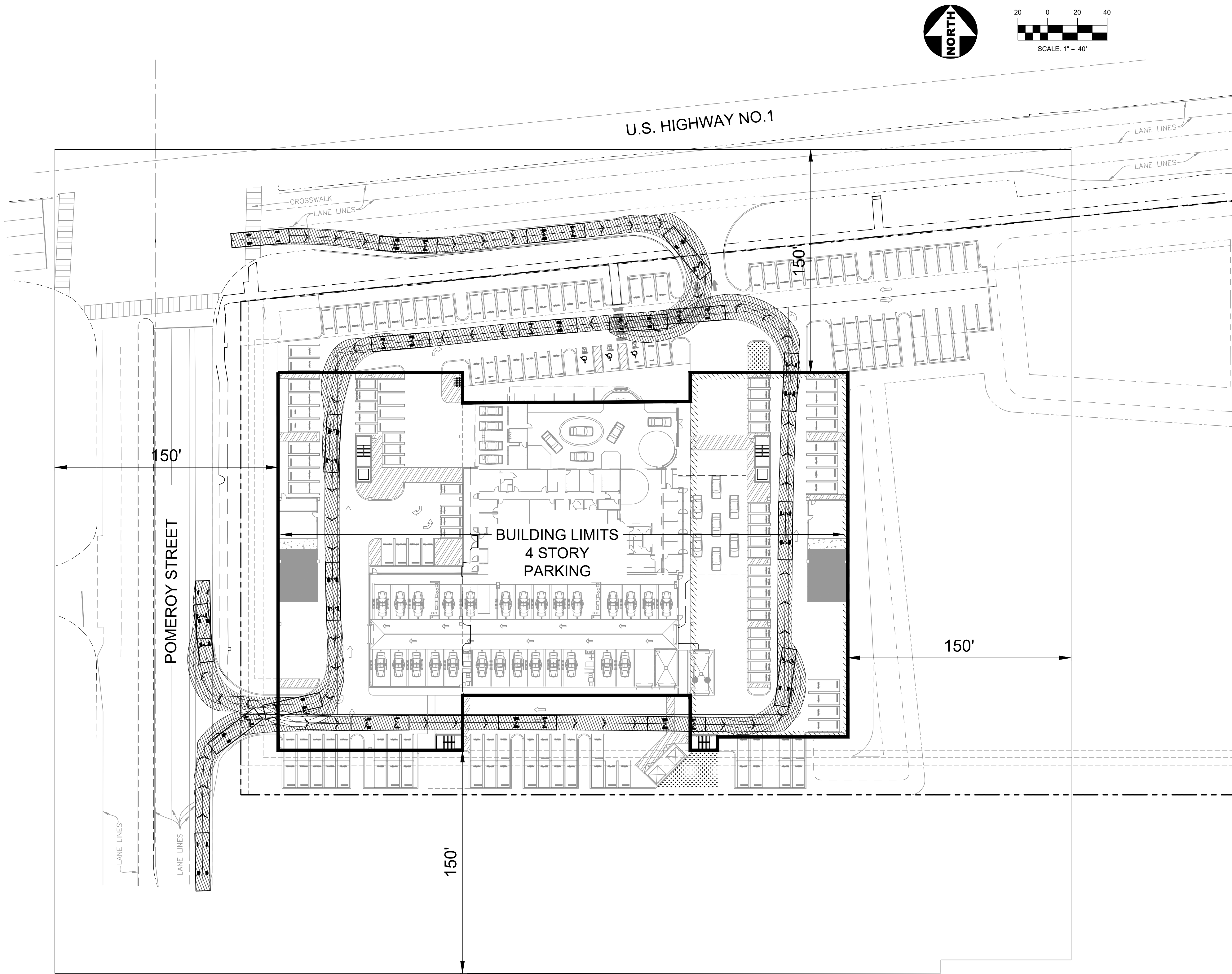
MVE
+ PARTNERS

PROJECT NAME

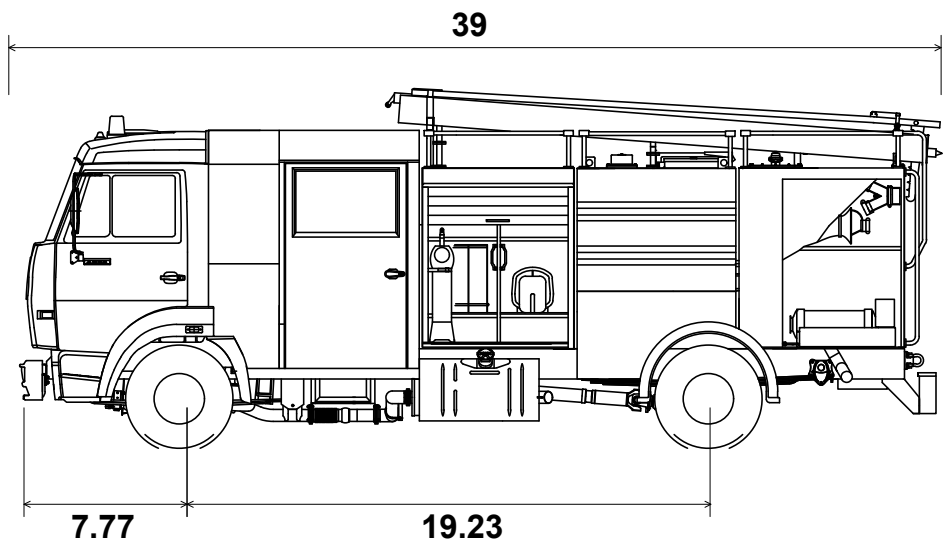
JOHNSON HONDA STUART

STAMP

REVISIONS



LOCATION MAP
(NOT TO SCALE)



Fire Truck	
Overall Length	39.000ft
Overall Width	9.600ft
Overall Body Height	7.280ft
Min Body Ground Clearance	0.530ft
Track Width	6.910ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

9-23-22

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

NO.	DATE	BY	REVISIONS
1	6-8-2022	MDB	CPUD
2	9-23-2022	JTC	REVISED PER C.O.S. COMMENTS

DATE:	6-8-2022
DRAWN BY:	MDB
DESIGNED BY:	SPM
CHECKED BY:	JWC
PROJECT NO.:	1888
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	1" = 40'
CADD FILE:	2049 VEHICLE TRACKING

JOHNSON HONDA OF STUART CPUD
PARKING GARAGE IMPROVEMENTS
City of Stuart, Florida

VEHICLE TRACKING (AUTOTURN)
FIRE TRUCK

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 2049
SHEET
1 OF 1

CAPTEC
Engineering, Inc.
Civil Engineering Professionals

301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business
No. EE-007157

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.



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

Received by: 

Reviewed by: 

Planned Unit Development (PUD) Amendment Application

Project ID#

22060002

(Staff Entry)

Pre-App Conference Date: April 14, 2022	Application Date:
---	-------------------

SITE INFORMATION

Project Name: Johnson Honda of Stuart	Parcel ID#: 38-38-41-002-217-00010-0
Site Address: 4200 SE Federal Highway, Stuart, Florida 34997	
Subdivision: N/A	Lot(s): N/A
Site Acreage: 5.83	Flood Zone/Base Flood Elevation: Zone X (No elevation) FFE is 19.54 NAVD
Existing Zoning District / CRA Subdistrict (if applicable):	CPUD
Proposed Zoning District / CRA Subdistrict (if applicable):	CPUD
Current Comprehensive Plan Future Land Use Designation:	Commercial
Proposed Comprehensive Plan Future Land Use Designation:	Commercial
Existing Land Use: Auto Dealership	Proposed Land Use: Auto Dealership
Proposed Square Footage (if applicable): 174,090 SF Total	Proposed Density (if applicable):

PETITIONER INFORMATION

Property Owner: Turquoise Moon LLC	Phone Number / Email Address:
Property Owner's Mailing Address: 5839 Capital Boulevard, Raleigh, North Carolina 27616	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: Drew Wilkinson	Phone Number / Email Address: (919) 877-1955 dwilkinson@johnsonautomotive.com
Agent's Mailing Address: 5839 Capital Boulevard, Raleigh, North Carolina 27616	
Architect: MVE and Partners doh@mve-architects.com	Engineer: CAPTEC Engineering, Inc. jcapra@gocaptec.com smarquant@gocaptec.com kkrumbholz@gocaptec.com
Planner: N/A	Landscape Architect: Micheal Flaugh Landscape Architect mike@mikeflaughla.com pete@mikeflaughla.com

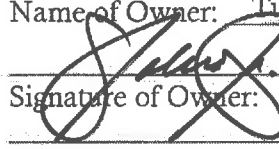
Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared C. David Johnson, Jr. (manager of
Turquoise Moon LLC)
Who, being by me first duly sworn, on oath deposed and says:

- Turquoise Moon LLC
1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
 2. That he/she is requesting approval of a CPUD Major Amendment in the City of Stuart, FL.
 3. That he/she has appointed Staff at CAPTEC Engineering, Inc. to act as an authorized agent on his/her behalf to accomplish the above project.
and Drew Wilkinson of Johnson Automotive

Name of Owner: Turquoise Moon LLC

Signature of Owner: 

C. David Johnson, Jr. / Manager

By: Name/Title

Street Address
5839 Capital Boulevard

City, State, Zip Code
Raleigh, North Carolina 27616

P.O. Box

City, State, Zip Code

Telephone Number

Fax Number

(919) 877-1955

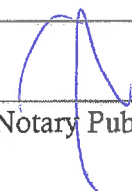
Email Address: dwilkinson@johnsonautomotive.com

STATE OF FLORIDA, COUNTY OF _____

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

_____ day of _____, By _____

Personally Known OR Produced Identification
Type of Identification Produced:


Notary Public

My Commission expires: _____

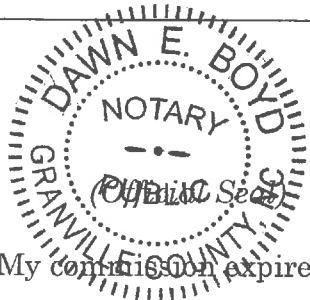
See next page

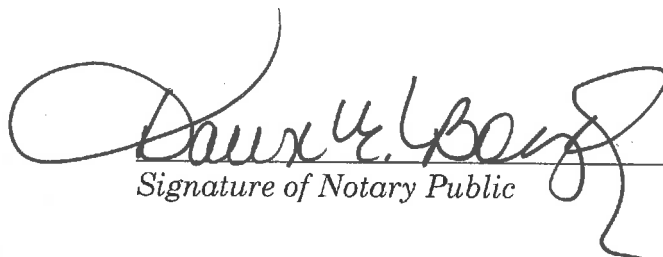
STATE OF NORTH CAROLINA, COUNTY OF Wake

Sworn and subscribed before me by means of physical presence, this 6 day of June, 2022, by C. DAVID JOHNSON, JR.

Personally Known OR Produced Identification

Type of Identification Produced:




Signature of Notary Public

My commission expires: 9/30/25

Financial Responsibility Form

(Please Print or Type)

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

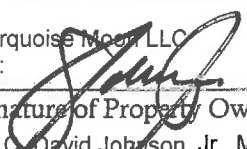
Name: C. David Johnson, Jr. As manager of Turquoise Moon LLC
Title: Manager
Company: Turquoise Moon, LLC
Company Address: 5839 Capital Boulevard

City/State/Zip Code: Raleigh, North Carolina 27616
Telephone Number: (919) 877-1955
Facsimile Number:
Email Address (optional): dwilkinson@johnsonautomotive.com

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

1. Signed this 6th day of June, 2022.

Turquoise Moon LLC

By: 

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

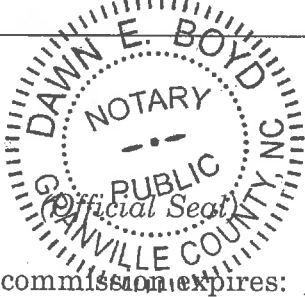
C. David Johnson, Jr., Manager

STATE OF NORTH CAROLINA, COUNTY OF Wake

Sworn and subscribed before me by means of physical presence, this 6 day of June, 2022, by C. DAVID JOHNSON, JR.

Personally Known OR Produced Identification

Type of Identification Produced:



Dawn E. Boyd
Signature of Notary Public

My commission expires: 9/30/25

Application Requirements

Fees:

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

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

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

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

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

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

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

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

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

(over)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
TURQUOISE MOON LLC

Filing Information

Document Number M07000000935
FEI/EIN Number 20-8262327
Date Filed 02/16/2007
State NC
Status ACTIVE

Principal Address

5839 CAPITAL BOULEVARD
RALEIGH, NC 27616

Mailing Address

5839 CAPITAL BOULEVARD
RALEIGH, NC 27616

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

JOHNSON, C. DAVID JR
5839 CAPITAL BOULEVARD
RALEIGH, NC 27616

Annual Reports

Report Year	Filed Date
2020	03/24/2020
2021	02/12/2021
2022	03/30/2022

Document Images

[03/30/2022 -- ANNUAL REPORT](#) [View image in PDF format](#)

02/12/2021 -- ANNUAL REPORT	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
04/03/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
02/03/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
02/10/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/04/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
02/08/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
04/07/2008 -- ANNUAL REPORT	View image in PDF format
02/16/2007 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

(3)
5/9/07 44
AB 23312

This Instrument Prepared by:
Lisa A. Atty, Esq.
McGuire Woods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
~~Recording Requested By and~~
~~When Recorded Mail to:~~
Turquoise Moon, LLC
5839 Capital Boulevard
Raleigh, NC 27616
Attn: David Johnson

INSTR # 2020024
OR BK 02256 PG 2329
Pgs 2329 - 2333 (5 pgs)
RECORDED 06/18/2007 11:52:41 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED DOC TAX 22,312.50
RECORDED BY S Phoenix

Return to:
Chicago Title Insurance Co.
495 State Road 436
Casselberry, Florida 32707
100610326047

MAIL TAX STATEMENTS TO:
Turquoise Moon, LLC
5839 Capital Boulevard
Raleigh, NC 27616
Attn: David Johnson

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this 5th day of June, 2007, by GLOCAL DEVELOPMENT, LLC, a Delaware limited liability company, whose address is c/o Wilmington Trust Services, Inc., Attention: Donald R. McLamb, Jr., 1105 North Market Street, Suite 1300, Wilmington, Delaware 19801 ("Grantor") and Turquoise Moon LLC, a North Carolina limited liability company, whose address is 5839 Capital Boulevard, Raleigh, North Carolina 27616 ("Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, fee simple title encumbered only by those permitted exceptions provided in Exhibit "B," attached hereto and by this reference incorporated herein, in that certain land situate in Martin County, Florida (the "Property"), as described on Exhibit "A" attached hereto.

It is the intent of the Grantor to convey to the Grantee its full, collective and undivided interest in and to the Property.

THE PROPERTY IS NOT NOW NOR HAS IT EVER BEEN THE HOMESTEAD OF THE GRANTOR OR OF ANY INDIVIDUAL REPRESENTING THE GRANTOR, NOR IS IT CONTIGUOUS TO THE HOMESTEAD OF THE GRANTOR OR OF ANY INDIVIDUAL REPRESENTING THE GRANTOR.

[Property Appraiser's Parcel Identification No.: 38-38-41-002-217-00010.00000]

TOGETHER with all the improvements, tenants, hereditaments, and appurtenances thereto belonging or in anywise appertaining to the Property and subject only to those matters

specifically set forth on Exhibit "B" attached hereto and by this reference incorporated herein; provided, however, this reference hereto shall not serve to reimpose the same.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby warrants the title to the Property and will defend the same against the lawful claims of all parties and persons claiming by, through and under Grantor, and that the Property is free of all encumbrances, except only for real property taxes accruing subsequent to December 31, 2006 and the matters listed on Exhibit "B" attached hereto.

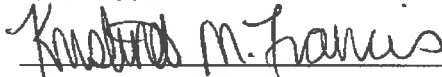
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESS:



WITNESS:



Glocal Development, LLC
a Delaware limited liability company

By: Wilmington Trust SP Services,
Inc., a Delaware corporation
Its: Manager



By: _____
Name: Donald R. McLamb, Jr.
Its: Assistant Vice President

ALL-PURPOSE ACKNOWLEDGEMENT

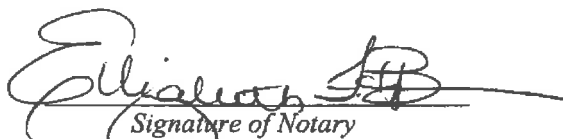
State of DELAWARE)
County of NEW CASTLE)

On JUNE 6, 2007 before me, Elizabeth F. Bothner,
Date Name and Title of Notary Public

personally appeared DONALD R. MCLAMB, JR.,
Name of Document Signer

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary

ELIZABETH F. BOTHNER
Notary Public - State of Delaware
My Comm. Expires Sept. 29, 2009

EXHIBIT "A" TO SPECIAL WARRANTY DEED**DESCRIPTION OF PROPERTY****Exhibit "A"**

Being a portion of Tracts 217 and 218 according to the Plat of Port Sewall (Sewall's Point Land Company Subdivision) as recorded in Plat Book 3, Page 7, Public Records of Palm Beach (now Martin) County, Florida and being more particularly described as follows:

Commence at the Point of Intersection of the South line of said Plat of Port Sewall and the Westerly right-of-way line of U.S. Highway No 1; thence North $29^{\circ}01'32''$ West, along said Westerly right of way line a distance of 50.23 feet to a point in the said Westerly right-of-way that is 50.00 feet Northerly of, as measured at right angles to the said South line of the Plat of Port Sewall and being the Point of Beginning.

Thence continue North $29^{\circ}01'32''$ West along the said Westerly right of way line of U.S. Highway No 1, a distance of 702.18 feet to the intersection with a line of 5.00 feet Southerly of, as measured at right angles, to the North line of said Tracts 217 and 218; thence South $66^{\circ}47'01''$ West, along lastly said line, a distance of 331.11 feet; thence South $23^{\circ}12'59''$ East a distance of 699.57 feet to the intersection with a line 50.00 feet Northerly of, as measured at right angles, to the said South line of the Plat of Port Sewall; thence North $66^{\circ}38'28''$ East, parallel with said South line a distance of 402.18 feet to the Point of Beginning.

EXHIBIT "B" TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS TO SPECIAL WARRANTY DEED

1. Real property taxes for the year 2007 and subsequent years, which are not yet due and payable.
2. Declaration of Special Property Use Restrictions, Right of First Refusal and Option to Repurchase between Grantor and Grantee dated May 29, 2007.
3. Permanent Drainage Easement as set forth in that Order of Taking Under Civil Action No. 94-227CA, filed June 6, 1994, in Official Records Book 1074, Page 2143, Public Records of Martin County, Florida.
4. Matters shown on plat of Port Sewall as recorded in Plat Book 3, page 7, Public Records of Martin County, Florida.

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

C. David Johnson Jr. being first duly sworn, depose(s) and say(s):
Turquoise Moon LLC

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:

4200 SE Federal Highway, Stuart, Florida 34997

That a copy of the notice was sent by regular U.S. Mail on (09/26/2022) to the property owners within 300 feet of the subject property; and

That a list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent and property was posted 15+ days prior to the scheduled public hearing(s) for this item.

Turquoise Moon LLC

By: [Signature]

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF NORTH CAROLINA, COUNTY OF Wake

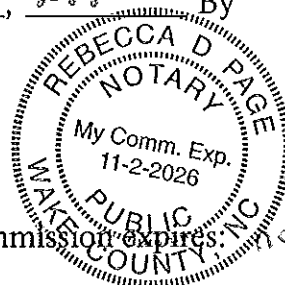
Sworn and subscribed before me by means of ✓ physical presence or online notarization, this 28 day of September, 2022 By [Signature]

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public, State of NC
(Notary Seal)

My Commission expires: 11-2-2026



2049
Johnson Honda
Notices to adjacent
property owners
within 300 feet.

9/26/2022



STUART
801 SE JOHNSON AVE
STUART, FL 34994-9998
(800)275-8777

09/26/2022

02:41 PM

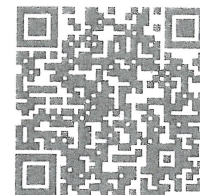
Product	Qty	Unit Price	Price
Hold Mail Pkup	1		\$0.00
Forever Love 2022	20	\$0.60	\$12.00
US Flags	3	\$0.60	\$1.80
Grand Total:			\$13.80
Cash			\$20.00
Change			-\$6.20

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 118745-0620
Receipt #: 840-53270168-2-4670906-1
Clerk: 5



From the office of Jenny Fields, CFA
Martin County Property Appraiser

NOTICE

Public information data is furnished by the Martin County Property Appraiser's office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied, as to the correctness, accuracy, reliability, completeness, usefulness, suitability and/or timeliness of information or links herein.

This data is not certified. This data does not include any owners who qualify for confidentiality pursuant to FS 119.071 & 493.6122. This office assumes no liability associated with the use or misuse of such data.

Note that search results may not be complete due to public records exemptions. If compiling results for legal notice, a complete list is required. For assistance with missing parcel owner information, please contact the Martin County Property Appraiser's Office at 772-288-5608.

The address labels are formatted for 1" x 2 5/8" labels. 3 across by 10 down.
Compatible with Avery 5160.

ABC JS AUTO SALES LLC
5850 CENTENNIAL CENTER BLVD
LAS VEGAS NV 89149

KIMURA, STEPHANIE M
4352 SE ALDEN ST
STUART FL 34997

WAL-MART STORES EAST LP USO1087
PO BOX 8050-MS 0555
BENTONVILLE AR 72716

ANWORTH PROPERTIES INC
INFINITY PROPERTY MANAGEMENT AND
SERVICES INC
PALM BEACH GARDENS FL 33410

LEE CHAD MITCHELL
2514 SE WASHINGTON ST N
STUART FL 34997

YEOMANS MURRAY A & SANDRA J
2453 SE WASHINGTON ST N
STUART FL 34997

BE A MAN BUY LAND LLC
4260 SE FEDERAL HWY
STUART FL 34997

LOLMAUGH TAYLOR BROWN KARI M
2524 SE WASHINGTON ST N
STUART FL 34997

YEOMANS MURRAY A YEOMANS SANDRA J
2453 SE WASHINGTON ST N
STUART FL 34997

BE A MAN BUY LAND LLC
4260 SE FEDERAL HWY
STUART FL 34997

MENDEZ WILLIAM MENDEZ SINFOROSA
2443 SE WASHINGTON ST N
STUART FL 34997

BM KROMREY LLC
3402 SE FAIRWAY WEST
STUART FL 34997

MILLS CLINTON T JR MILLS DEBRA ANN
2494 SE WASHINGTON ST N
STUART FL 34997

BROWN GLENMOOR CARR IV
2503 SE WASHINGTON ST N
STUART FL 34997

RACETRAC INC
200 GALLERIA PRKWY SE #900
ATLANTA GA 30339

CERVANTES REALTY GROUP LLC
2554 SE WASHINGTON ST N
STUART FL 34997

SOWARDS BEVLOLITA
2493 SE WASHINGTON ST N
STUART FL 34997

EAGLE ROCK HOLDINGS LLC
PO BOX 318
MALVERNE NY 11565

STUART NISSAN LLC
4313 SE FEDERAL HIGHWAY
STUART FL 34997

FLORIDA POWER & LIGHT COMPANY
700 UNIVERSE BLVD
NORTH PALM BEACH FL 33408

TIMPANO GERARD K
305 W 28TH ST #13A
NEW YORK NY 10001

JEFFREY C AND BERNADINE D ROBERTSON
LIVING TRUST ROBERTSON JEFFREY C
TTEE
85 ECHO ST
ROCHESTER NY 14609

TURQUOISE MOON LLC
5839 CAPITAL BLVD
RALEIGH NC 27616

NOTICE OF PUBLIC HEARING
MAJOR PUD AMENDMENT REQUEST
FOR JOHNSON HONDA

Request to consider a Major PUD Amendment Request to
add two parking garages over existing asphalt parking lots on
approximately 5.83 acres of land.

STUART LOCAL PLANNING AGENCY
October 13, 2022 AT 5:30 P.M.

AND

STUART CITY COMMISSION
October 24, 2022 AT 5:30 PM

STUART CITY HALL 321 SW FLAGLER AVE 772 288-9326 8:30 AM-5:00 PM.
VISIT WWW.CITYOFSTUART.FL FOR MORE INFORMATION

NOTICE OF PUBLIC HEARING
MAJOR PUD AMENDMENT REQUEST
FOR JOHNSON HONDA

Request to consider a Major PUD Amendment Request to
add two parking garages over existing asphalt parking lots on
approximately 5.83 acres of land.

STUART LOCAL PLANNING AGENCY
October 13, 2022 AT 5:30 P.M.

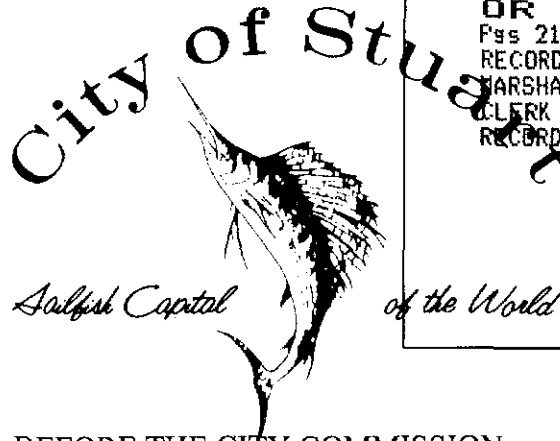
AND

STUART CITY COMMISSION
October 24, 2022 AT 5:30 PM

STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-5:00 P.M.
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

FEDERAL HWY

35



INSTR # 2100008
OR BK 02344 PG 2193
Pgs 2193 - 2205 (13pgs)
RECORDED 08/08/2008 03:01:08 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

Return to:

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

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2163 - 08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A MAJOR AMENDMENT TO THE COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ON THE PROPERTY LOCATED ON SOUTHWEST CORNER OF SE FEDERAL HIGHWAY AND SE POMEROY STREET; PROVIDING FOR AN APPROVAL OF A FINAL SITE PLAN; PROVIDING CONDITIONS FOR DEVELOPMENT AND TO ESTABLISH THE "JOHNSON HONDA OF STUART COMMERCIAL PLANNED UNIT DEVELOPMENT," AN AUTOMOBILE DEALERSHIP; DECLARING THE CPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

WHEREAS, the City Commission approves major amendment to the Commercial Planned Unit Development CPUD for the subject property for that certain 5.8 acre of land on the southwest corner of SE Federal Highway and SE Pomeroy Street; and

WHEREAS, an application to amend the CPUD was properly filed on behalf of the petitioner, Turquoise Moon, LLC, ("Owner," "Applicant," or "Developer," as variously used herein); and

Ordinance 2163-08
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WHEREAS, Turquoise Moon, LLC is the Owner of the property, legally described as set forth in **"Exhibit A"**, has applied for a major amendment to the CPUD for development of an automobile dealership; and

WHEREAS, the Applicant has committed to the City that its development documents are complete; and

WHEREAS, the final site plan approval does not constitute construction approval which is required prior to the issuance of development permits; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting to consider the application of the Owner for the Property to approve "Johnson Honda of Stuart" as a Commercial Planned Unit Development (the "CPUD"); and

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

WHEREAS, the City Commission has determined the application is consistent with the overall planning and development goals and objectives of the City; and

WHEREAS, the CPUD is consistent with the Stuart Comprehensive Plan and the development will be in harmony with surrounding properties and their anticipated development.

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 laws.

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**” and made a part hereof by reference. The conditions of development for the property are attached hereto as “**Exhibit C**” and made a part hereof by reference and shall constitute one of development documents.

SECTION 3: The Owner’s written acceptance of this Ordinance shall constitute an agreement with the City for the purposes expressed herein, but the same shall not be construed as a “Development Agreement,” as provided in Section 163.3221, Florida Statutes.

SECTION 4: The following documents are on file as public records of the City at the office of the City Development Department in City Hall, and as listed on “Exhibits A,B &C”, and as attached hereto, hereinafter the “Development Documents”, shall be deemed a part of the development regulations applicable to the Property:

- A. Final Site Plan – Prepared By; Captec Engineering Inc., Project #902; Last Revised 07/01/08**
- B. Final Landscape Plan - Prepared By; Natural Balance Design Studio, Inc. Project #052108; Last Revised 06/25/08**
- C. Architectural Elevations - Prepared By; Black Corley Owens + Hughes Architects; Last Recieved 07/03/2008**

SECTION 5. Except as otherwise provided herein, no building permits, certificates of occupancy or other development orders or approvals shall be issued by the City until the development documents are submitted in final form and approval without further hearing . The

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failure of the Developer to comply with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further building permits, certificates of occupancy or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 6: In addition to any other action for failure to complete development or to comply with this ordinance, the City Development Director may obtain a hearing before the City Commission, and shall there upon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear, and may contest the allegation of breach or explain the reason or reasons for the breach.

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

Any breach of any provision or condition of this PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided therefore in this PUD ordinance, as well as any other remedies provided by law.

In the event a material breach of this ordinance, and acceptance and agreement, by the developer is found to have occurred, the City Commission may impose an administrative penalty. Upon a finding by the City Commission that any material condition of PUD approval Ordinance 2163-08 has been breached; the City Commission may impose a penalty of up to

Ordinance 2163-08
HONDA

\$1,000.00 for each violation, and each repeat violation that occurs, along with all reasonable costs, including attorneys fees incurred by the City. In the event the violation found is a continuing violation from day to day, each day the violation is found to continue may be deemed a separate violation.

SECTION 7: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

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

SECTION 9: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution by the Owner.

SECTION 10: 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 this 14 day of July, 2008.

Ordinance 2163-08
HONDA

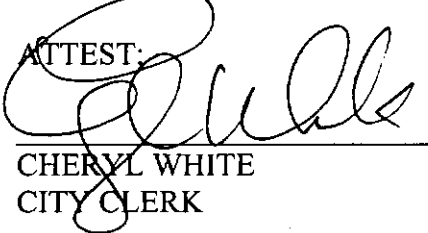
Commissioner Hutchinson offered the foregoing ordinance and moved its adoption. The motion was seconded by Commissioner Waxler. and upon being put to a roll call vote, the vote was as follows:

JEFFREY KRAUSKOPF, MAYOR
JAMES CHRISTIE, VICE MAYOR
MARY HUTCHINSON, COMMISSIONER
MIKE MORTELL, COMMISSIONER
CAROL WAXLER, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

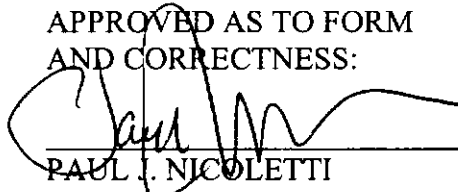
ADOPTED on second and final reading this 28th day of July, 2008.

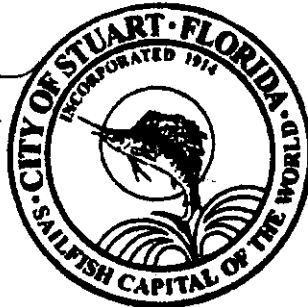
ATTEST:


CHERYL WHITE
CITY CLERK


JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
CITY ATTORNEY



RENDERED & FILED IN
THE OFFICE OF
THE STUART CITY CLERK

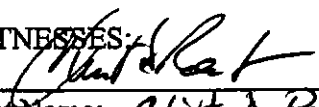
on July 31, 2008

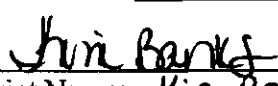
ACCEPTANCE AND AGREEMENT

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 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.

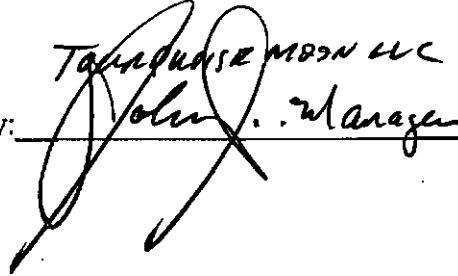
IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:


Print Name: Clint S. Rouben

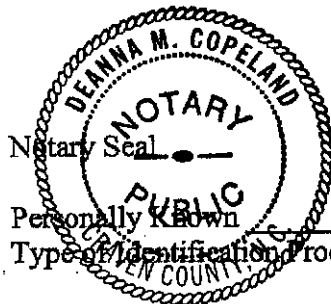

Print Name: Kim Banks

By:

Tahquase Moon LLC

John J. Managan

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this
4th day of August, 2008, by C. David Johnson, Jr., the
Manager of Tulgoise Moon LLC.



Deanna M. Copeland
Notary Public, State of ~~Florida~~ North Carolina
My Commission Expires: 3/7/2009

Personally Known _____ OR Produced Identification ✓
Type of Identification Produced North Carolina Drivers License

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this
_____ day of _____, 2008, by Jeffrey Krauskopf Mayor, and Cheryl White, City
Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Public, State of Florida
My Commission Expires: _____

Notary Seal

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ORDINANCE #2163-08 'JOHNSON HONDA' – EXHIBIT "A"

Legal Description

LEGAL DESCRIPTION

BEING A PORTION OF TRACTS 217 AND 218 ACCORDING TO THE PLAT OF PORT SEWALL (SEWALL'S POINT LAND COMPANY SUBDIVISION) AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF SOUTH LINE OF SAID PLAT OF PORT SEWALL AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 29°01'32" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 50.25 FEET TO A POINT IN THE SAID WESTERLY RIGHT OF WAY THAT IS 50.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SAID SOUTH LINE OF THE PLAT OF PORT SEWALL AND BEING THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 29°01'32" WEST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 702.18 FEET TO THE INTERSECTION WITH A LINE OF 5.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE NORTH LINE OF SAID TRACTS 217 AND 218; THENCE SOUTH 66°47'01" WEST, ALONG LASTLY SAID LINE, A DISTANCE OF 331.11 FEET; THENCE SOUTH 23°12'59" EAST A DISTANCE OF 699.57 FEET TO THE INTERSECTION WITH A LINE OF 50.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE SAID SOUTH LINE OF THE PLAT OF PORT SEWALL; THENCE NORTH 66°38'28" EAST, PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 402.18 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 256,329 SQUARE FEET OR 5.88 ACRES, MORE OR LESS.

Proposed Project:
Johnson Honda of Stuart

EXHIBIT B



ORDINANCE #2163-08 'JOHNSON HONDA' – EXHIBIT "C"

Approved Plans and Documents

1. The project shall comply with the Final Site Plan By Prepared By Captec Engineering, Inc. Last Revised 07/01/2008
2. The project shall comply with the Landscape Plan By Natural Balance Design Studio Last Revised 06/25/2008
3. Architectural Elevations - Prepared By Black Corley & Owens PA architects Last Received 07/03/2008
4. Any modifications to the CPUD Final Site Plan, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks; density; building location; parking size, location and number; drainage areas; and location of landscaping shall require further approval by the City Commission via a public hearing.

Prior to Issuance of Development Permits

5. The applicant agrees to contribute \$56,608.13 to the City's tree mitigation fund prior to the issuance of a site construction permit.
6. The applicant shall provide a digital boundary survey and site plan prior to the issuance of a development permit.
7. Final site plan construction drawings shall be reviewed and approved by all applicable City departments.
8. 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 issuance of a development permit.
9. Development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - Site Plan construction approval;
 - The issuance of building permits to commence construction; and
 - Pays all applicable impact and permit fees.

Landscaping

10. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
11. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The

developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.

- 12.A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted prior to the issuance of a certificate of occupancy.
13. "Hat racking" of trees is prohibited on the property.

Development and Construction

14. Construction activity shall be limited from 7:00 am to 6:00 pm Monday – Saturday.
15. All mechanical equipment associated with the development shall be roof top or located behind the building and screened decoratively screened or landscaped with hedge material.
16. Backflow prevention devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.
17. The property owner agrees to be liable for burying overhead utilities adjacent to or upon its property, other than FPL transmission lines - whenever the City requires adjacent property owners to do the same as part of a comprehensive streetscape scheme. This includes the five (5) existing overhead wooden poles. This provision shall not expire upon the transfer of the property from one owner to the next owner, but shall be deemed to "run with the land," and each and every deed out of an owner, as Grantor, and of all subsequent owners as grantors, shall contain this same provision, until such time as the overhead utilities are buried, and this provision is released by the City. This condition shall be memorialized by a separate writing signed by the owner and recorded in the public records of Martin County, as a deed restriction on the property.
18. Erosion and dust control measures to be implemented during construction shall be provided on the civil engineering plans and submitted during final site plan review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
19. All pole lighting, bollards, fencing and similar structures shall be of a decorative character. Lighting poles shall not exceed 25 ft. in height. All lighting shall have a consistent theme throughout the development and no lighting shall spill onto adjacent properties.
20. Construction of all permanent buildings shall be of concrete and/or masonry units.
21. Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the City Code and shall be consistent with the sign plan.

22. Street furniture provided on-site shall be of high quality and aesthetically pleasing appearance. Street furniture shall be reviewed and approved by staff prior to the issuance of a development permit.
23. Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the last building.

Development Timetable

24. Time table for development shall be as follows:

Site Permit Submission	August 1, 2008
Building Permit Submission	December 1, 2008
Certificate of Occupancy Issued	September 1, 2010

25. No temporary or modular buildings are permitted on the property.
26. Billboards are prohibited on the property.
27. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited.
28. No vehicles shall be displayed or stored within the public right-of-ways at anytime.
29. To avoid noise disruption to surrounding properties, the facility shall not utilize an outdoor public announcement (P.A.) system.
30. This development shall use the "green development" techniques described and approved for at least minimal certification by Sec. 6.10.14, Green development, Land Development Code, City of Stuart using the criteria of the Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ of the U. S. Green Building Council ("LEED for New Construction v 2.2"), and shall apply for incentive credit measures therefore.
31. The fourth floor parking deck shall not be utilized for anything other than automobile inventory and/or employee parking. Visibility over the buildings' parapet from all public right of ways shall be limited without aesthetically hindering the project site. Signage, banners or any advertisement is strictly prohibited from the fourth floor.

10

CITY OF STUART, FLORIDA
CITY COMMISSION
AGENDA ITEM

MEETING DATE: July 28, 2008

PREPARED BY: Murriah Dekle – Project Planner

TITLE OF ITEM: *Public Hearing:* Request to consider a major PUD amendment to the Commercial Planned Unit Development (CPUD) to approve:

- 1) A Final Site Plan;
- 2) Compliance with the Site Design Qualitative Development Design Standards; and
- 3) A List of Development Conditions including a Timetable for Development

Project Name:

Johnson Honda of Stuart

Property Location:

4200 SE Federal Highway (SW corner of SE Pomeroy Street & SE Federal Highway)

Property Owner/Applicant:

Turquoise Moon LLC C/O C. David Johnson, JR

Representative:

Monica Graziani – Captec Engineering

POST 1ST READING UPDATE:

The Commission unanimously approved the project on July 14, 2008. Two additional development conditions were generated at first reading and have been incorporated into Exhibit C.

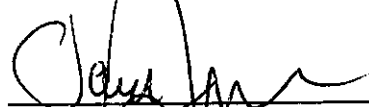
- Number thirty (30) pertains to requirements to utilize 'green' features.
- Number thirty-one (31) prohibits any activity/storage other than, employee parking or inventory visible from any public right of ways. Also, display signage or banners are prohibited above the buildings' parapet.

SEE ATTACHED DOCUMENTS:

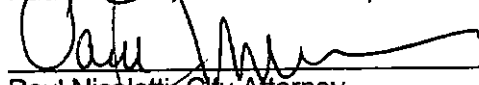
- Ordinance 2163 -08 w/attached Exhibits A, B & C
- City Commission Meeting Minutes July 14, 2008

DEPARTMENT HEAD RECOMMENDATION:

ADOPT Ordinance No. 2163-08 upon 2nd reading.



Paul Nicoletti, Interim Development Director



Paul Nicoletti, City Attorney



Dan Hudson, City Manager

7-22-08
Date

7-22-08
Date

7/22
Date

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 10/24/2022

Prepared by: Bonnie Landry

Title of Item:

MAJOR AMENDMENT TO THE WALLACE VOLVO PUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2505-2022; 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 5.78-ACRE PROPERTY OWNED BY WALLACE J 2755 SE FEDERAL HIGHWAY, LLC AT 2675 SE FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING PUD TO DEMOLISH ONE SINGLE-STORY BUILDING AND ADD A SHOWROOM WITH OFFICE AND GENERAL STORAGE SPACE, AUTO REPAIR BAYS, OUTDOOR DISPLAY AREA, AND ADDITIONAL PARKING INCLUDING ELECTRIC VEHICLE CHARGING STATIONS; 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:

This is a request to amend the most recent CPUD agreement for this automobile dealership approved July 6, 2007 by Ordinance No. 2109-07. The amendment will include the demolition of an existing single-story building and the construction of a new showroom with office and storage space, auto repair bays, outdoor display area and additional parking including electric vehicle charging stations. The Local Planning Agency met on October 13, 2022, reviewed the request and voted unanimously to recommended the City Commission approve this Ordinance and to grant the waiver of the interior landscape requirement.

Funding Source:

n/a

Recommended Action:

Staff recommends approval this Major Amendment to the CPUD including approval for a variance to the interior landscape requirement.

ATTACHMENTS:

1. A. Staff Report Wallace Volvo
2. B. Ordinance 22505-2022
3. C. Ordinance2505-2022 'Exhibit D'
4. D. Application
5. E. Public Notice
6. F. Attachments/Back up material



Ordinance 2505-2022 Staff Report

A. Application

Wallace Auto Major Amendment to a CPUD Application Number: Z2202001

Applicant	Wallace J 2755 SE Federal Highway, LLC
Property Owner	Wallace J 2755 SE Federal Highway, LLC
Agent for Applicant	Scott Montgomery
Project Manager	Hal Herndon & Associates
Date of Report	October 13, 2022

B. Executive Summary and Background

Executive Summary

The intent of this application is to request a major amendment to the Wallace Volvo auto dealership CPUD. Wallace Automobile Sales and Services is located on 5.78 acres of land located at 2675 SE Federal Highway, Stuart, Florida. The Applicant is requesting Major PUD Amendment.

On October 13, 2022, the Local Planning Agency (LPA) recommended approval of the subject petition to the City Commission.

Staff recommends approval of Ordinance 2505-2022.

Background

The applicant is requesting the demolition of two existing, single-story buildings and add a showroom with office and general storage space, auto repair bays, outdoor display area, and additional parking including electric vehicle charging stations to the existing site.

Address	2675 SE Federal Highway, Stuart, FL
Parcel Number(s)	15-38-41-000-000-00211-0; 15-38-41-000-000-00210-8
Existing Zoning	CPUD
Current Future Land Use	Commercial
Site Area (acres)	5.78
Present Use	Automobile Sales & Services

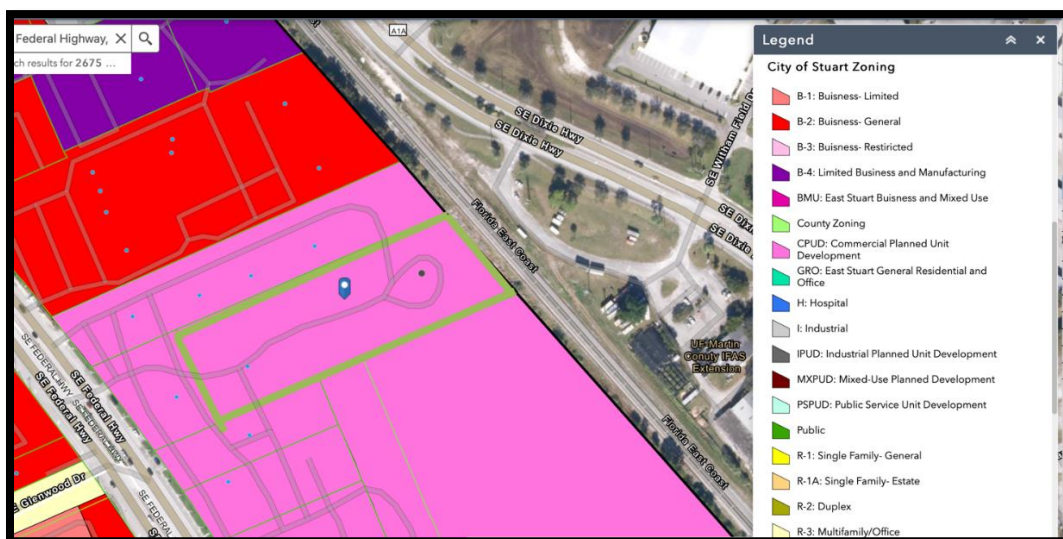
Proposed Future Land Use Designation	Commercial
Current Zoning	CPUD
Proposed Zoning District	CPUD
Proposed Use	Automobile Sales & Services

C. Site Location and Information

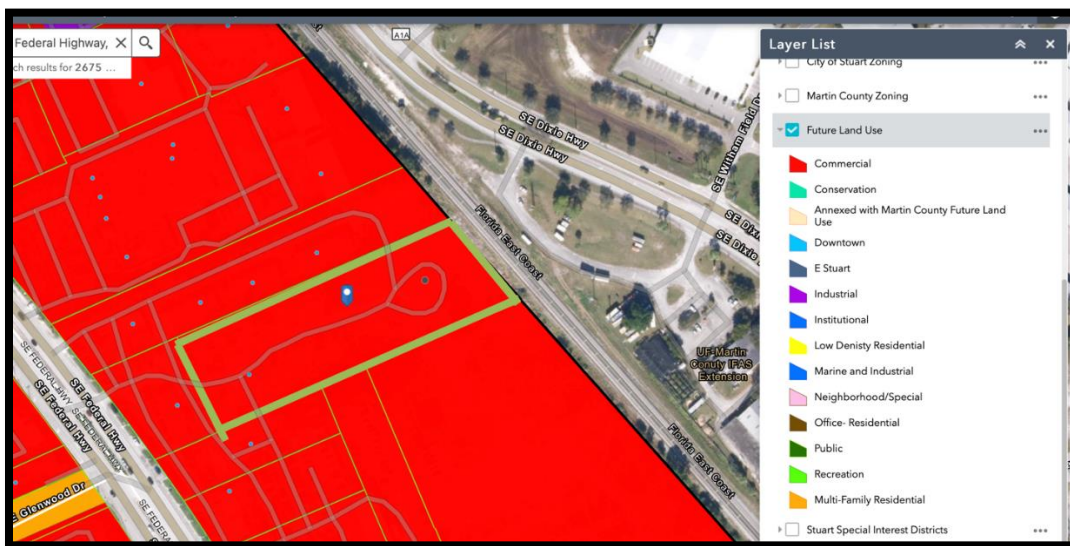
Location Map



Existing Zoning Map



Existing Future Land Use Map



B. Determination of compliance with Comprehensive Plan

The proposal complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan: Policy 1.A3.2. The City's Future Land Use Map and land development regulations shall direct development to areas where adequate utilities, services and schools exist or are planned in order to protect natural resources.

Staff Analysis: The proposed major CPUD amendment is consistent with Policy 1.A3.2.

Objective 1.B1. - Compact Urban Form: Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

Staff Analysis: The applicant is proposing a modification to the existing site that will better utilize the property for the use of the auto dealership. This redevelopment of the property is compliant with objective 1.B1.

Policy 1.B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

Staff Analysis: The redevelopment of the property is compliant with surrounding land uses and business on US Hwy 1.

Policy 1.B3.7. Open spaces are relatively undeveloped areas used to enhance natural resource conservation, recreation, or aesthetic functions of an urban environment. Open spaces may include preserved wetlands, landscaped stormwater facilities, landscaped areas, playgrounds, parks, and golf courses.

Staff Analysis: The proposed redevelopment does not create any new development on existing natural or open spaces. It is simply the redevelopment of an existing, impervious site to better suit

the needs of the property and auto dealership business. The project, when originally developed, did not alter native vegetation, habitat, or wetlands on the property.

Policy 1.B3.9. The City shall implement architectural and site design requirements for commercial development that utilize "Crime Prevention Through Environmental Design" principles include natural surveillance and defensible space. This shall include site designs that provide for unobstructed supervision of public activity areas and access points by occupants and law enforcement while conducting routine activities and thereby discouraging criminal activity.

Staff Analysis: The proposed redevelopment is consistent with Policy 1.B3.9.

E. Project Details

Traffic

The City's Traffic Review Consultant has completed the review of the applicant's Traffic Analysis and confirmed that the proposed development is consistent with the City's Concurrency Requirements. According to the Traffic Analysis, the Wallace Volvo auto dealership will generate 16 net AM and PM peak hour trips. These trips will not cause levels of service to fall below acceptable levels in the future.

Drainage

The City's Engineering Consultant provided comments on Oct. 3, 2022 stating that, final drainage calculations are not required at the time of PUD Amendment; however, requested preliminary calculations to demonstrate that the stormwater system has the necessary capacity for the development site.

The Applicant's engineer provided the following statement to attest to the site's stormwater capacity and is in the process of providing the additional calculations to the City's Engineering Consultant:

1. The final Stormwater Management Calculations will be in accordance with City of Stuart Land Development Code Section 6.03.
2. The proposed stormwater management system will provide storage volumes within the designated dry detention area as follows:

Approximately two (2) times the calculated water quality treatment volume requirement.

A storage volume equivalent to the total of the increased runoff from the additional impervious area proposed for the project.

3. The proposed stormwater management system will provide attenuation and perimeter grading such that:

Design storm stages will comply with City of Stuart regulations. The proposed site improvements will not cause increased design storm elevations on adjacent properties.

Please note that the limits of the proposed stormwater detention area at the rear of the project area is not restricted by site improvements and we have elected to expand the detention area by approximately thirty (30) percent to maintain a conservative position at this time.

Existing Site Details

The subject property stands presently as the Wallace Volvo Auto Dealership. The applicant is requesting a major amendment to the CPUD in order to demolish an existing, single-story building on the premises and replace it with a showroom, office, storage facility, and service bay.

Proposed Project Details

Access and Circulation

Access is granted to the site through one entrance via US Hwy 1.

Parking

The proposed building will not have an impact on parking requirements as it will be a replacement to two existing building on the property.

Landscaping, Open Space, and Native Vegetation Area

City staff has reviewed the proposed landscaping. The project is redevelopment of a site developed prior to the LDC requirement for 50% interior landscaping. The applicant is requesting a waiver from this requirement.

Architecture

The applicant's proposal includes architectural features that are consistent with the existing building and architecture.

Signage

The Applicant has provided staff with a location and design for the proposed monument sign. The monument sign meets the setback requirements and the scale and conformity with the overall development and is located at the entrance to the property along US Hwy 1. The applicant has also proposed wall signage on the proposed structure as shown on the West and South elevations.

F. Conclusion

Staff has reviewed the subject petition for a major amendment to CPUD to Commercial located at 2675 SE Federal Highway, Stuart, Florida.

City staff and the City's consultants have determined that the proposal meets the requirements of the Land Development Code, subject to the waivers requested herein. The project complies with many Objectives and Policies within the City's Comprehensive Plan.

Staff recommends approval of Ordinance 2505-2022.



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

ORDINANCE NUMBER 2505-2022

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 5.78-ACRE PROPERTY OWNED BY WALLACE J 2755 SE FEDERAL HIGHWAY, LLC AT 2675 SE FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING PUD TO DEMOLISH ONE SINGLE-STORY BUILDING AND ADD A SHOWROOM WITH OFFICE AND GENERAL STORAGE SPACE, AUTO REPAIR BAYS, OUTDOOR DISPLAY AREA, AND ADDITIONAL PARKING INCLUDING ELECTRIC VEHICLE CHARGING STATIONS; 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, the Local Planning Agency board held a properly noticed hearing on October 13th, 2022, to consider the applicant’s request and recommended approval of the subject petition to the City Commission 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 Wallace J 2755 SE Federal Highway, LLC (property owner), for a 5.78-acre parcel of land located at 2675 Southeast Federal Highway; 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 attached 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. Boundary Survey, prepared by *Stephen J. Brown*, updated 08.31.2023.
- b. Site Plan, Sheet 1, by *C. Calvert Montgomery and Associates, Inc.*, dated 06.22.2022.
- c. Enlarged Site Plan, Sheet 2 of 2, by *C. Calvert Montgomery and Associates, Inc.*, dated 12.228.2021.
- d. Unified Sign Plan with Elevations, (4 pages) by *AGI*, dated 3.31.22
- e. Landscape Plan, Sheets L1, by *Daniel J. Sugg*, dated 06.02.2022.
- f. Traffic Analysis, by *O’Rourke Engineering and Planning*, dated June 15, 2022.

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall remain Commercial (C). 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 demolition of one single story building and add a showroom with office and general storage space, repair bays, outdoor display area, and additional parking including electric vehicle chargers.

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 and the Florida Building 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:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
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 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:

William L. Wallace of Wallace J

2755 SE Federal Highway, LLC

By: _____

Print Name: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day of _____, 2022, by William L. Wallace of Wallace J 2755 SE Federal Highway, LLC.

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

WALLACE AUTO CUPD

W 145' OF THE SLY 209.64' OF GL 2 (AS MSD AT RGHT ANGLES TO N/LN HG)
LYING E/O US 1 R/W & W OF FEC RY

(The remainder of this page intentionally left blank)

EXHIBIT B – LOCATION MAP

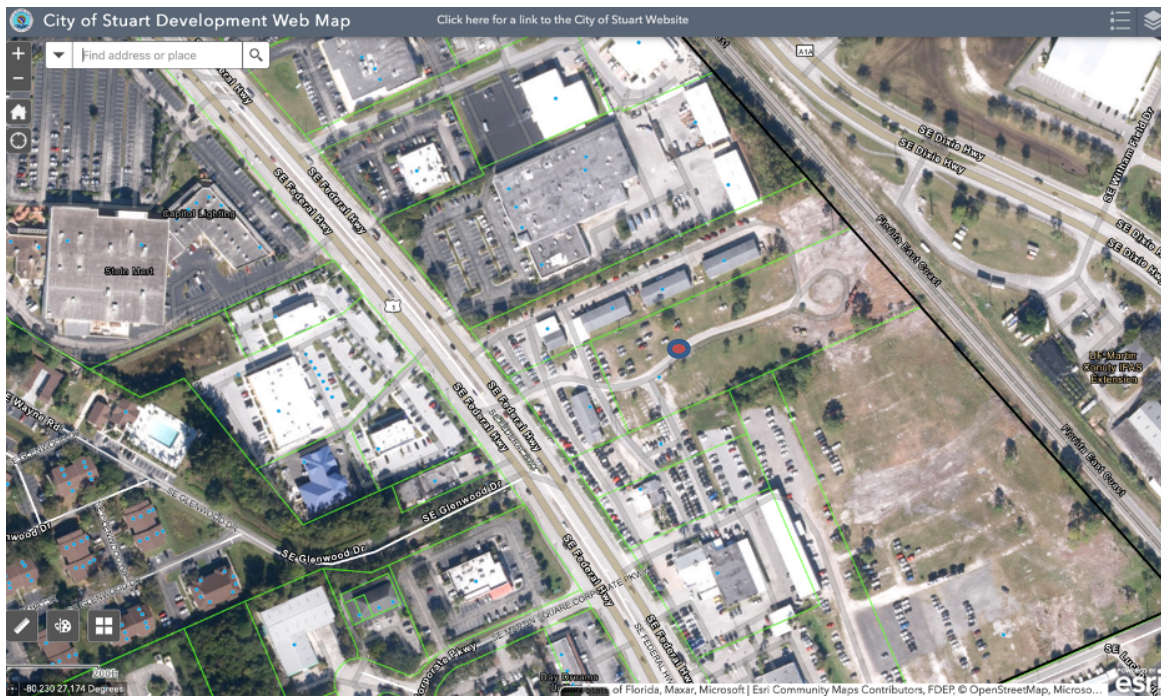


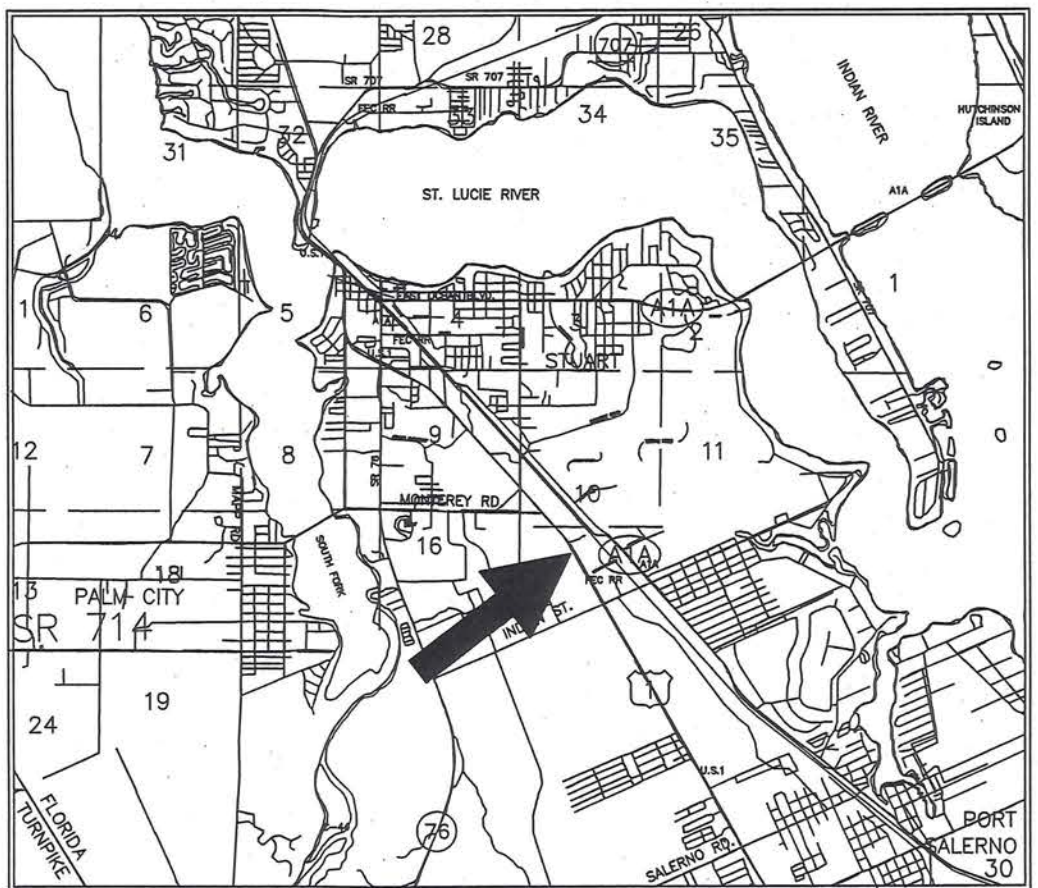
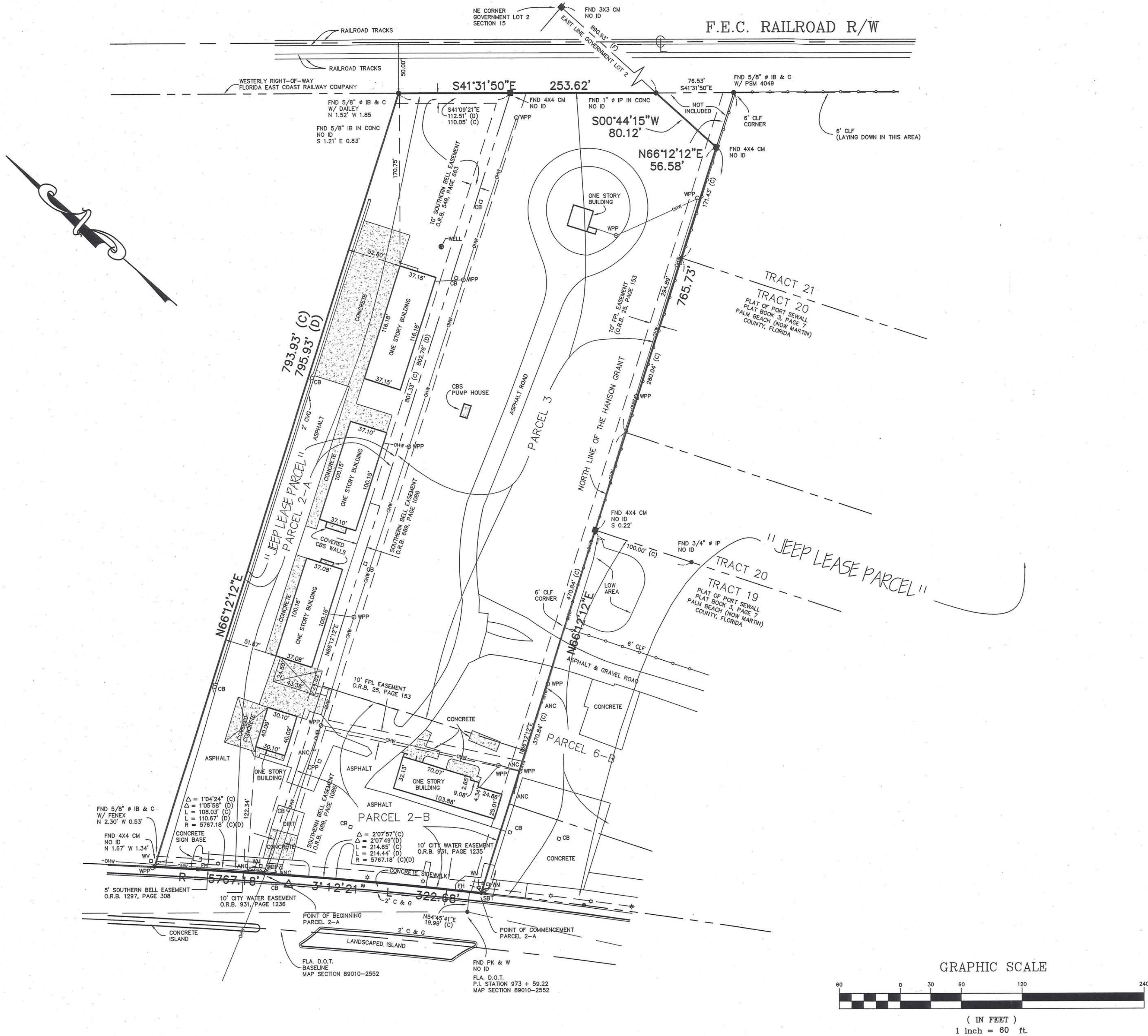
EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The Wallace Volvo CPUD amendment project and use thereof shall comply with the following drawings and documents:
 - a. Boundary Survey, prepared by *Stephen J. Brown*, updated 08.31.2023.
 - b. Site Plan, Sheet 1, by *C. Calvert Montgomery and Associates, Inc*, dated 06.22.2022.
 - c. Enlarged Site Plan, Sheet 2 of 2, by *C. Calvert Montgomery and Associates, Inc*, dated 12.228.2021.
 - d. Unified Sign Plan with Elevations, (4 pages) by *AGI*, dated 3.31.22
 - e. Landscape Plan, Sheets L1, by *Daniel J. Sugg*, dated 06.02.2022.
 - f. Traffic Analysis, by *O'Rourke Engineering and Planning*, dated June 15, 2022.
2. 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.

3. The build out date shall be two years from the date that this ordinance is recorded.
4. Additional stormwater calculations and exhibits shall be provided, as requested, prior to final site approval.
5. 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.
6. Consistent with F.S. 163.31801 and prior to the issuance of each building permit, the owner shall pay all applicable impact fees.
7. 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.
8. All work shall conform with the 7th edition of the Florida Fire Prevention Code.
9. Prior to the issuance of a Certificate of Occupancy for each building, an inspection from the Development Department is required.
10. 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

EXHIBIT D – DEVELOPMENT DOCUMENTS



LOCATION MAP

LEGAL DESCRIPTION

PARCEL 2-A - PROPERTY OWNED BY FAR NORTH CORP.
(Parcel Control Number: 15-38-41-000-000-00200.0)

Commence at the point of intersection of the Northwest boundary line of the Hanson Grant and the Northeast right-of-way line of U.S. Highway No. 1, in Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida; thence Northwesterly along said right-of-way line a distance of 216.32 feet to a Point of Beginning; thence continue along said right-of-way line a distance of 110 feet; thence North 66°05'27\"/>

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows:

Commencing at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No.5) and the North boundary of the Hanson Grant (also the South boundary of said Government Lot 2), run Northwesterly along said right-of-way on a curve having a radius of 5767.18 feet, a chord of 214.43 feet and a chord bearing of North 36°09'50\"/>

PARCEL 2-B - PROPERTY OWNED BY FAR NORTH CORP.
(Parcel Control Number: 15-38-41-000-000-00211.0)

The West 145 feet of the following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of State Road No.5 right-of-way and West of Florida East Coast Railway Company right-of-way.

The above described parcel is more particularly described as follows: the part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: Beginning at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No.5) and the North boundary line of the Hanson Grant (also the South boundary of said government lot 2) thence run North 66°12'12\"/>

PARCEL 3 - PROPERTY OWNED BY AJAX DEVELOPMENT CORP.
(Parcel Control Number: 15-38-41-000-000-00210.8)

The following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of the right-of-way of State Road No.5 and West of the Florida East Coast Railway Company right-of-way, less the West 145 feet.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: commencing at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No. 5) and the North boundary of the Hanson Grant (also the South boundary of said Government Lot 2), thence run North 66°12'12\"/>

Total Area For The Above Described Legal Descriptions is 251,571.23 Square Feet, 5.775 Acres, +/-.

NOTES:

- Survey of description as furnished by Client.
- Lands shown hereon were abstracted for easements and/or rights-of-way of record as per Chicago Title Insurance Company Title Commitment No. 150903566 with an effective date of May 1, 2009.
- All bearings are referenced to the Easterly Right-of-Way Line of U.S. Highway No. 1, as shown on the Florida Department of Transportation Right-of-Way Map Section 89010-2552, Dated, 10/08/1992, and plotted as N29°01'32\"/>
- Elevations shown hereon are relative to National Geodetic Vertical Datum of 1929.
- There are no above ground encroachments, unless otherwise shown.
- The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0161H, dated 02/19/2020, locates the parcel in Zone X, base flood elevation N/A feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.
- Underground foundations & utilities not located unless shown.
- All lands surveyed subject to a Reciprocal Easement for Ingress and Egress as recorded in Official Records Book 1922, Page 2170.
- Dealership sign overhangs not located on survey.

Date of Original Field Survey:
August 3rd, 2009

- PROPERTY ADDRESS: 3801 SE FEDERAL HIGHWAY
- CERTIFIED TO: -WALLACE AUTO GROUP, LLC

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

STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

REVISIONS	BY
DIVIDED PROPERTY	S.J.B.
05/31/2022	
CALCULATED AREA	S.J.B.
08/24/2022	
FILE:	

PREPARED FOR: WALLACE AUTO GROUP, LLC
STEPHEN J. BROWN, INC LICENSED BUSINESS NUMBER: 6484
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: STEVE@SUBSTANT.COM PHONE: (772)-288-7176

BOUNDARY SURVEY

DRAWN	S.J.B.
CHECKED	S.J.B.
DATE	09/10/2009
SCALE	1" = 60'
JOB NO.	1018-02-01
SHEET	ONE
OF TWO	SHEETS

PARCEL 2-A - PROPERTY OWNED BY FAR NORTH CORP
(Parcel Control Number: 15-38-41-000-000-00200.0)

Commence at the point of intersection of the Northwest boundary line of the Hanson Grant and the Northeast right-of-way line of U.S. Highway No. 1, in Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida; thence Northwest along said right-of-way line a distance of 216.32 feet to a Point of Beginning; thence continue along said right-of-way line a distance of 110 feet; thence North 66°05'27" East, a distance of 794.91 feet to the Southwest right-of-way line of the Florida East Coast Railway Company, thence South 41°53'13" East along said right-of-way line a distance of 111.51 feet; thence South 66°02'57" West along the line parallel to the Northwest line of the Hanson Grant a distance of 802.46 feet to the Point and Place of Beginning.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows:

Commencing at the intersection of the Eastern right-of-way of U.S. Highway No. 1 (State Road No.5) and the South boundary of the Hanson Grant (also the South boundary of said Government Lot 1, (2) run Northwesterly and then East along the South boundary of said Government Lot 1, a distance of 112.51 feet to a point; thence South 36°09'50" West through a central angle of 02°07'49" on an arc length of 214.44 feet to a point on said Eastern right-of-way lying 209.45 feet at right angles to the South boundary of said Hanson Grant; and the Point of Beginning, thence East along the Eastern right-of-way of said Hanson Grant, a distance of 110.67 feet to a point; thence North 37°41'44" East along a line parallel and 316.83 feet North of said Hanson Grant line distant 110.67 feet to a point; thence North 72°02'44" East along a line parallel and 110.67 feet North of said Hanson Grant line distant 316.83 feet to a point; thence South 41°09'21" East along said Western right-of-way a distance of 112.51 feet to a point; thence South 72°02'44" West along a line parallel with the Hanson Grant line a distance of 802.76 feet to the Point and Place of Beginning.

PARCEL 2-B - PROPERTY OWNED BY FAR NORTH CORP
(Parcel Control Number: 15-38-41-000-000-00211.0)

The West 145 feet of the following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of State Road No.5 right-of-way and West of Florida East Coast Railway Company right-of-way.

The above described parcel here more particularly described as follows: the part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: Beginning at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No.5) and the North boundary of the Hanson 661212 West land; thence South 89° 45' 00" East, a distance of 145.00 feet to a point; thence North 23° 47' 48" West a distance of 209.45 feet to a point on a line being parallel and 209.45 feet North of as measured at right angle to the North line of the Hanson Grant; thence South 66°12'12" West along said parallel line a distance of 190.93 feet to a point on a curve and the Easterly right-of-way of U.S. Highway No. 1, said curve having concave to the West having a radius of 1767.18 feet, a central angle of 02°07' 00" South; thence South 89° 45' 00" East; thence a clockwise direction along the arc of said curve a distance of 214.44 feet to the Point and Place of Beginning.

PARCEL 3 - PROPERTY OWNED BY AJAX DEVELOPMENT CORP.
(Parcel Control Number: 15-38-41-000-000-00210.8)

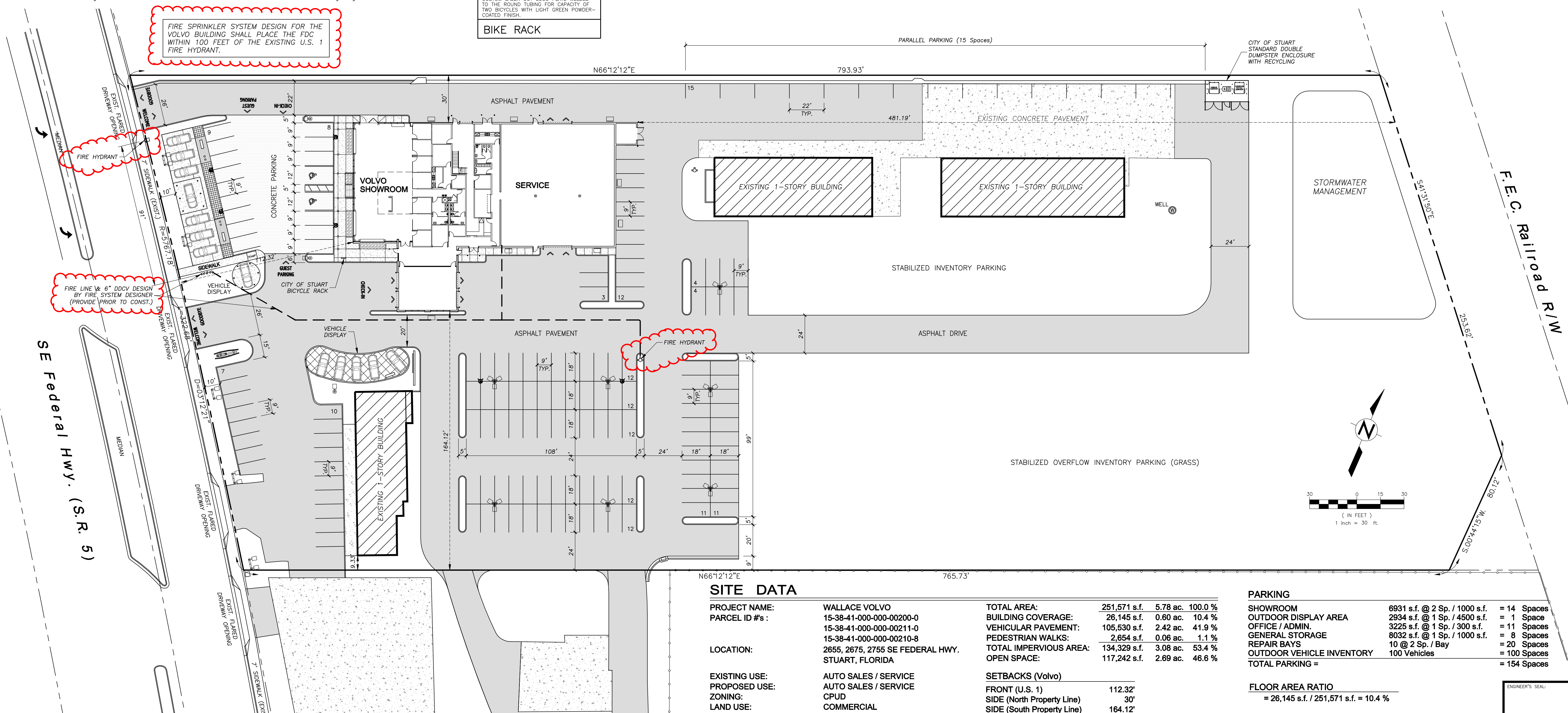
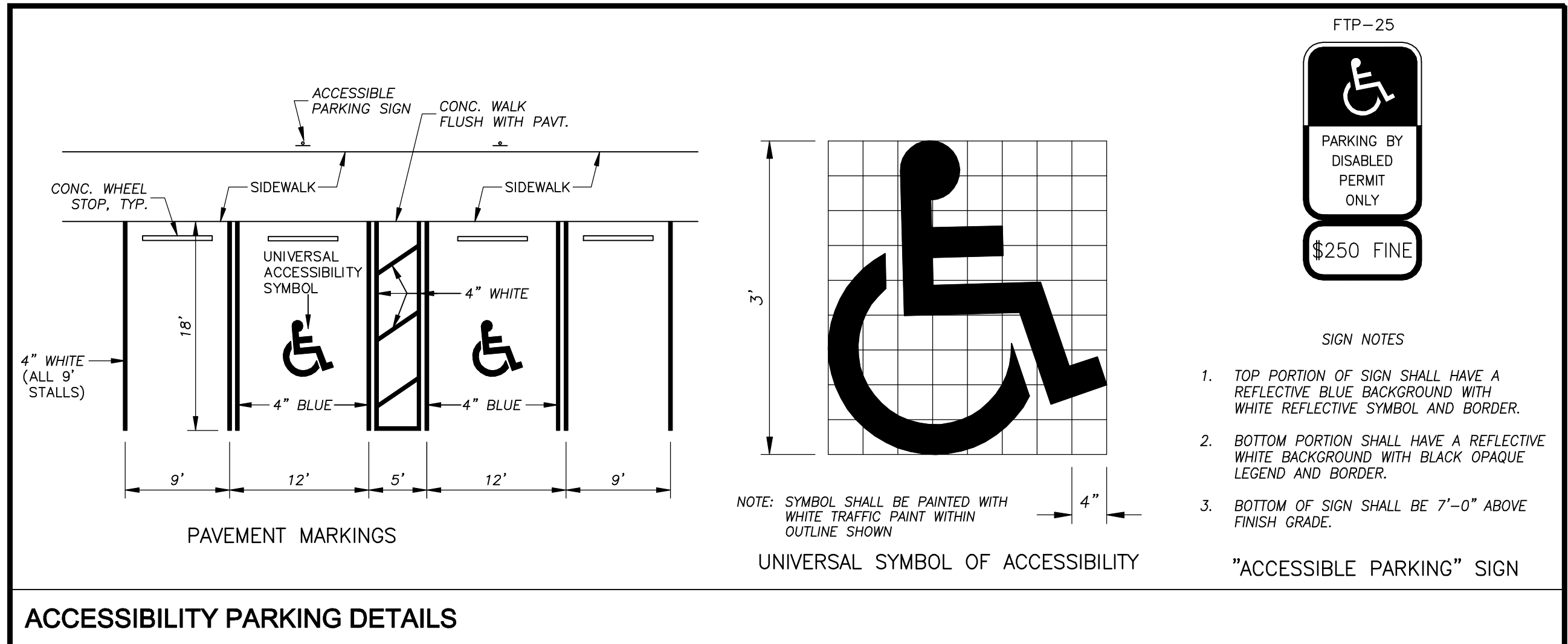
The following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of the right-of-way of State Road No.5 and West of the Florida East Coast Railway Company right-of-way, less the West 145 feet.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: commencing at the intersection of the South boundary of said Government Lot 2, then run North 66°12'12" East along said North line of said Grant (also the South boundary of said Government Lot 2), then run North 66°12'12" East along said North line of said Hanson Grant a distance of 145.00 feet to the Point of Beginning, then run North 23°47'48" West a distance of 209.45 feet to a point; thence run North 66°12'12" East along a line parallel and being 209.45 feet distant from the line of said Grant to a point; thence run North 66°12'12" East along said right-of-way line right-of-way line of the Florida East Coast Railway Company; thence South 41°09'21" East along said right-of-way a distance of 142.36 feet to a point on the east line of said Government Lot 2; thence South 00°44'15" West along said East line of said Government Lot 2 a distance of 142.36 feet to a point; thence run North 66°12'12" West along said Hanson Grant line a distance of 620.73 feet to the Point and Place of Beginning.



INVERTED "U" RACK WITH CITY OF STUART
CUSTOM LASER CUT LOGO PLATE WELDED
TO THE ROUND TUBING FOR CAPACITY OF
TWO BICYCLES WITH LIGHT GREEN POWDER-
COATED FINISH.

BIKE RACK



PROJECT NAME:	WALLACE VOLVO
PARCEL ID #s :	15-38-41-000-000-00200-0 15-38-41-000-000-00211-0 15-38-41-000-000-00210-8
LOCATION:	2655, 2675, 2755 SE FEDERAL HWY. STUART, FLORIDA
EXISTING USE:	AUTO SALES / SERVICE
PROPOSED USE:	AUTO SALES / SERVICE
ZONING:	CPUD
LAND USE:	COMMERCIAL

TOTAL AREA:	251,571 s.f.	5.78 ac.	100.0 %
BUILDING COVERAGE:	26,145 s.f.	0.60 ac.	10.4 %
VEHICULAR PAVEMENT:	105,530 s.f.	2.42 ac.	41.9 %
PEDESTRIAN WALKS:	2,654 s.f.	0.06 ac.	1.1 %
TOTAL IMPERVIOUS AREA:	134,329 s.f.	3.08 ac.	53.4 %
OPEN SPACE:	117,242 s.f.	2.69 ac.	46.6 %
SETBACKS (Volvo)			
FRONT (U.S. 1)	112.32'		
SIDE (North Property Line)	30'		
SIDE (South Property Line)	164.12'		
REAR	481.19'		

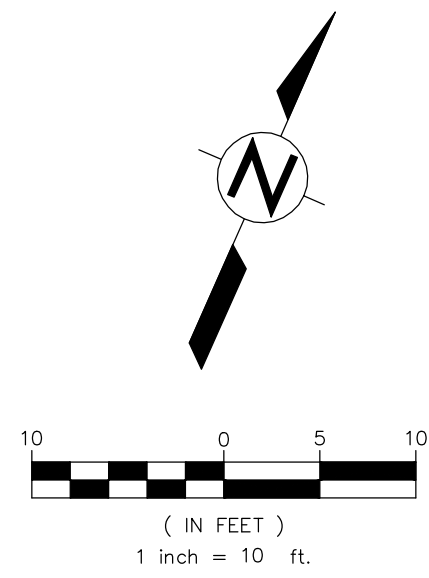
SHOWROOM	6931 s.f. @ 2 Sp. / 1000 s.f.	= 14 Spaces
OUTDOOR DISPLAY AREA	2934 s.f. @ 1 Sp. / 4500 s.f.	= 1 Space
OFFICE / ADMIN.	3225 s.f. @ 1 Sp. / 300 s.f.	= 11 Spaces
GENERAL STORAGE	8032 s.f. @ 1 Sp. / 1000 s.f.	= 8 Spaces
REPAIR BAYS	10 @ 2 Sp. / Bay	= 20 Spaces
OUTDOOR VEHICLE INVENTORY	100 Vehicles	= 100 Spaces
TOTAL PARKING =		= 154 Spaces

$$= 26,145 \text{ s.f.} / 251,571 \text{ s.f.} = 10.4 \%$$

ENGINEER'S SEAL:

SCOTT T. MONTGOMERY, P.E.
FL. REG. No. 45954

1		SHEET		PROJECT NO.		SITE DEVELOPMENT PLANS FOR WALLACE VOLVO STUART, FLORIDA		C.P.U.D. SITE PLAN		C. CALVERT MONTGOMERY & ASSOCIATES, INC. Engineers-Surveyors (LB & C.A. 0000160) P.O. BOX 92...959 S. FEDERAL HWY.....STUART, FLORIDA 34995 TEL. (772) 287-3636 FAX (772) 220-0580	
REV.		PER C.O.S. COMMENTS		DATE							
NO		REVISION		DATE							
DESIGNED BY:		DATE:		12/28/21							
DRAWN BY:		SCALE:		1"=30'							



ASPHALT GRAPHICS IN
VOLVO BROAD FONT, TYP.

PLAZA BENCH

POTTED PLANT

EV CHARGING STATION

LIGHT GRAY PAVER
TO MATCH CONCRETE
(CELLULAR GRASSED
PAVER SYSTEM)

FEATURE DISPLAY PAD WITH
RECESSED LIGHTING AND LIGHT
GRAY CONCRETE WITH A BRUSHED
PATTERN ON ALL VISIBLE SURFACES

BROWN STAINED CONCRETE
WITH STAMPED WOOD DECK
PATTERN

SITE LIGHTING, SEE
SITE ELECTRICAL PLAN

LIGHT GRAY CONCRETE WITH
A BRUSHED PATTERN ON ALL
VISIBLE SURFACES

FEATURE DISPLAY PAD WITH
RECESSED LIGHTING AND LIGHT
GRAY CONCRETE WITH A
BRUSHED PATTERN ON ALL
VISIBLE SURFACES

VOLVO PYLON

NORTH PROPERTY LINE

WELCOME
GOODBYE

GUEST
CHECK-IN

CONCRETE
EXPANSION JOINT

DARK GRAY CONCRETE,
WITH A BRUSHED PATTERN
ON ALL VISIBLE SURFACES

LIGHT GRAY CONCRETE,
WITH BRUSHED PATTERN
ON ALL VISIBLE SURFACES

EV CHARGING STATION

SMOOTH SMALL SEA PEBBLES, VARYING
IN NEUTRAL COLORS, VARYING SIZES

LOW LYING SHRUBBERY

VOLVO
SHOWROOM

ENTRY MAT

LIGHT GRAY CONCRETE WITH BRUSHED
PATTERN ON ALL VISIBLE SURFACES

BOLLARD, TYP.

(8) GUEST

GUEST
PARKING

SITE LIGHTING, SEE
SITE ELECTRICAL PLAN

ASPHALT GRAPHICS IN
VOLVO BOLD FONT

CHECK-IN

CBV WALL: WHITE STUCCO, SMOOTH FINISH,
WITH ILLUMINATED VOLVO C.B.V. LETTER
SIGNAGE (BY VENDER OF RECORD)

PLAZA BENCH

LIGHT GRAY CONCRETE, SMOOTH,
SAND BLASTED FINISH WITH
REVEALS AT 30" O.C. EA. WAY

C.P.U.D. SITE PLAN ENLARGED

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers-Surveyors (LB & C.A. 0000160)
P.O. BOX 92...959 S. FEDERAL HWY...STUART, FLORIDA 34995
TEL: (772) 287-3636 FAX: (772) 220-0580

NO. REVISION	DATE
DESIGNED BY:	DATE: 12.28.21
DRAWN BY:	SCALE: 1"=10'

C.P.U.D. SITE PLAN ENLARGED

SITE DEVELOPMENT PLANS FOR
WALLACE VOLVO
STUART, FLORIDA

ENGINEER'S SEAL:

PROJECT NO.

SHEET

2

SCOTT T. MONTGOMERY, P.E.
FL REG. No. 45954

OF 2

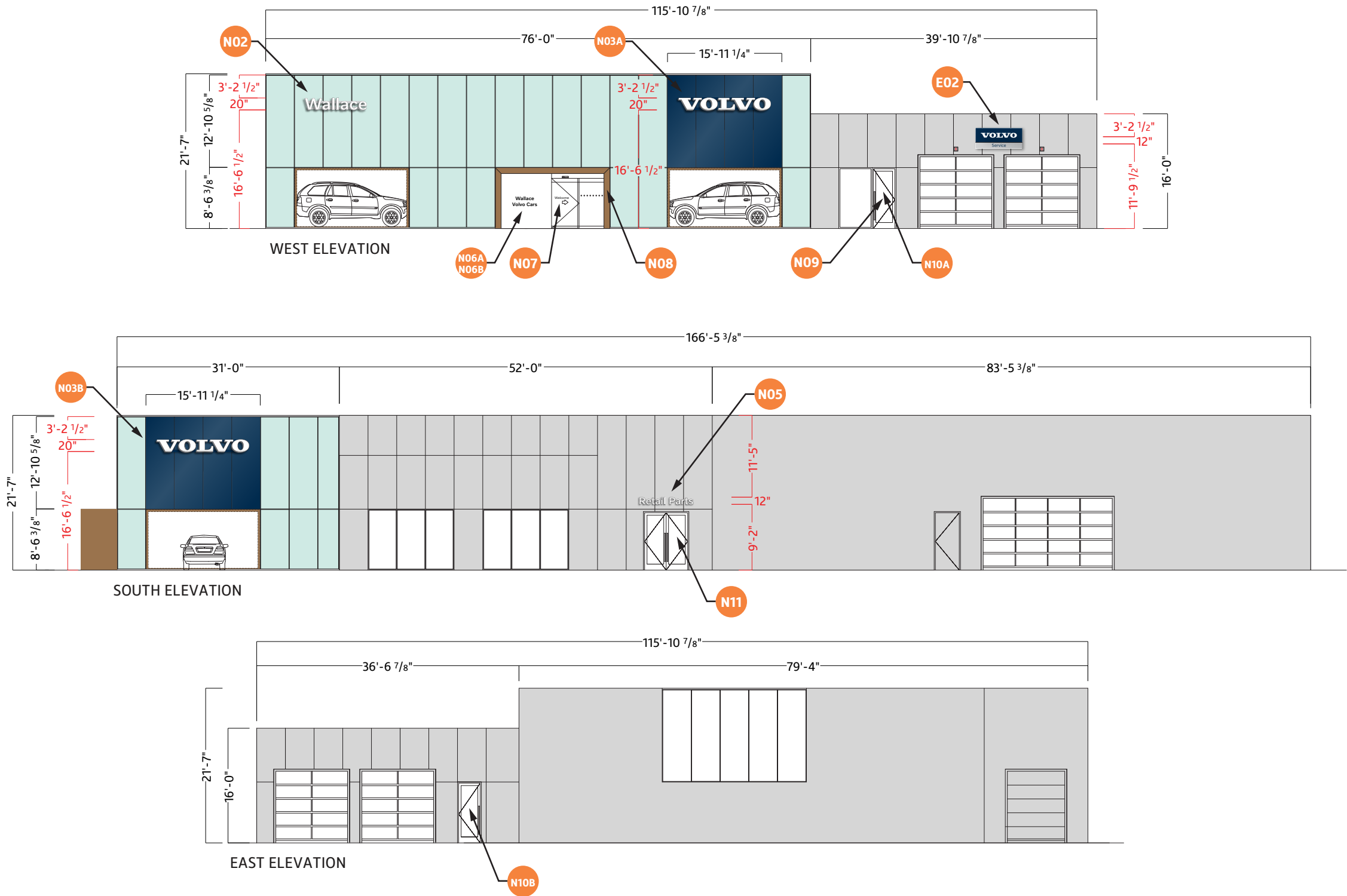
WALLACE VOLVO CARS

DATE: 03/31/22



ELEVATIONS

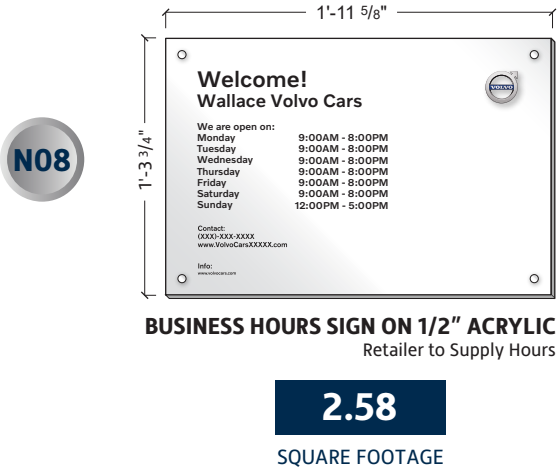
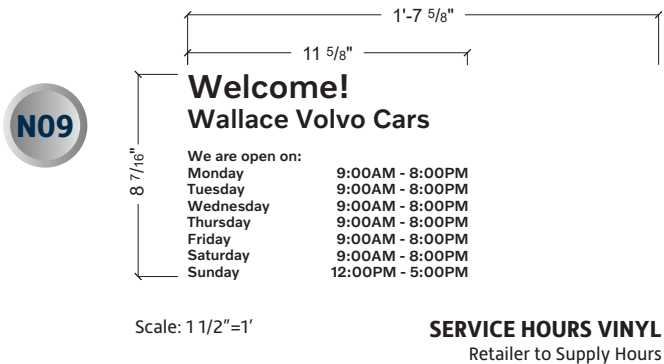
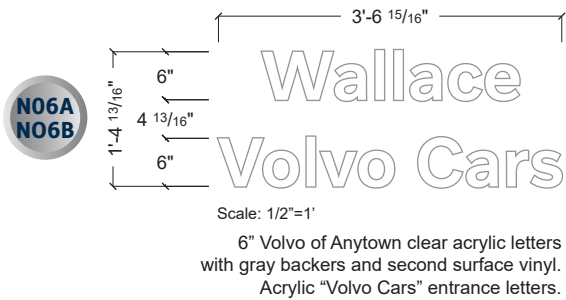
*ALL 20" GLASS SIGNAGE SHOULD BE 38 1/2" FROM ROOF LINE TO TOP OF SIGN



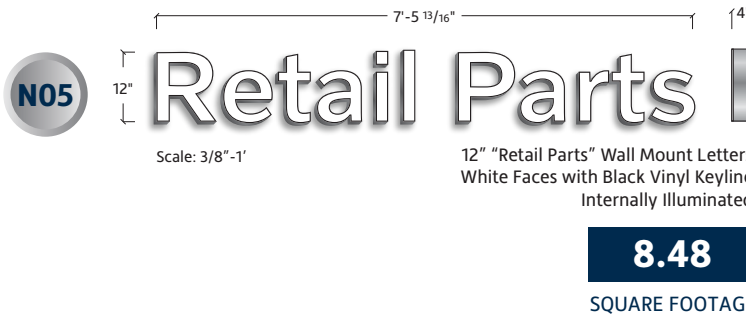
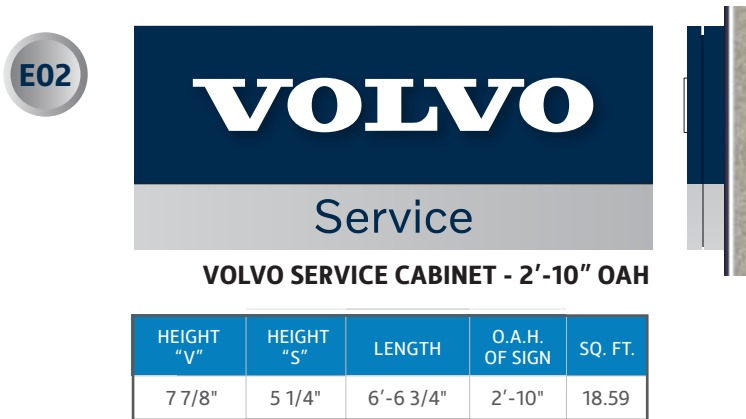
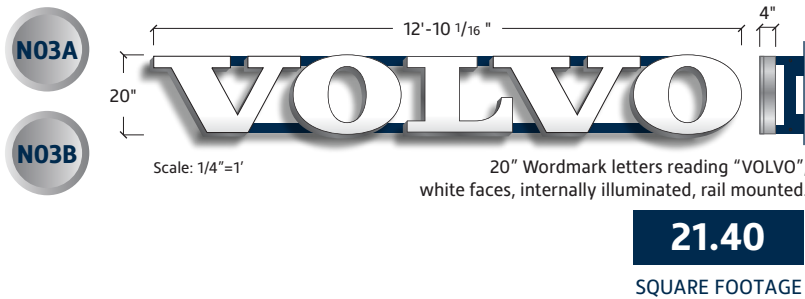
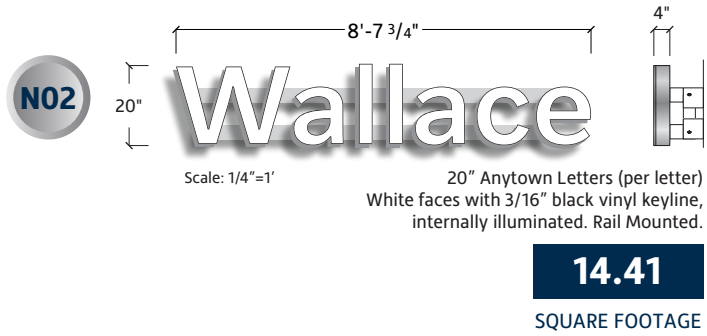
LOCATION: WALLACE VOLVO CARS 2655 SE FEDERAL HWY. STUART, FL 34994			APPROVED BY:		This document is the sole property of AGI. All design, manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is submitted under a confidential relationship, for a special purpose, and the recipient, by accepting this document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was tendered, nor any special features peculiar to this design be incorporated in other projects. DRAWINGS ARE THE EXCLUSIVE PROPERTY OF AGI. ANY UNAUTHORIZED USE OR DUPLICATION IS NOT PERMITTED.	2655 International Pkwy. • Virginia Beach, VA 23452 Toll Free: (800) 877-7868 www.AGI.net	
SITE ID: 7293	SCALE: 1/16 = 1'-0"	DRAWN BY: J. W.	AGI REP: RACHEL BECK				
DATE: 11/01/21	DATE REVISED: 03/31/22						

Page 199 of 307

- DEALER TO PROVIDE 120 VOLT, 20 AMP DEDICATED CIRCUIT TO EACH ILLUMINATED SIGN. LARGER SETS MAY REQUIRE ADDITIONAL CIRCUITS.
- DEALER TO PROVIDE BEHIND-THE-WALL ACCESS FOR INSTALLATION AND STRUCTURAL SUPPORT FOR SIGNS.
- DEALER IS RESPONSIBLE FOR COVERING SIGNAGE MOUNTING/WIRES/TRANSFORMERS IF THEY ARE VISIBLE ON THE INSIDE OF THE BUILDING.
- COPY ON AND PLACEMENT OF SIGNS TO BE VERIFIED BY DEALER.
- DEALER TO SUPPLY NOTES ABOVE TO GC, ARCHITECT, AND OTHER CONSTRUCTION TEAM MEMBERS.
- DEALER TO ADVISE AGI OF ANY SUBSEQUENT CHANGES TO DRAWINGS AND SUPPLY NEW DRAWINGS, AS APPLICABLE.
- SIGNS MAY REQUIRE A VARIANCE.



WALL SIGNS



LOCATION: WALLACE VOLVO CARS
2655 SE FEDERAL HWY.
STUART, FL 34994

SITE ID: 7293

SCALE: VARIES

DRAWN BY: J. W.

AGI REP: RACHEL BECK

DATE: 11/01/21

DATE REVISED: 03/31/22

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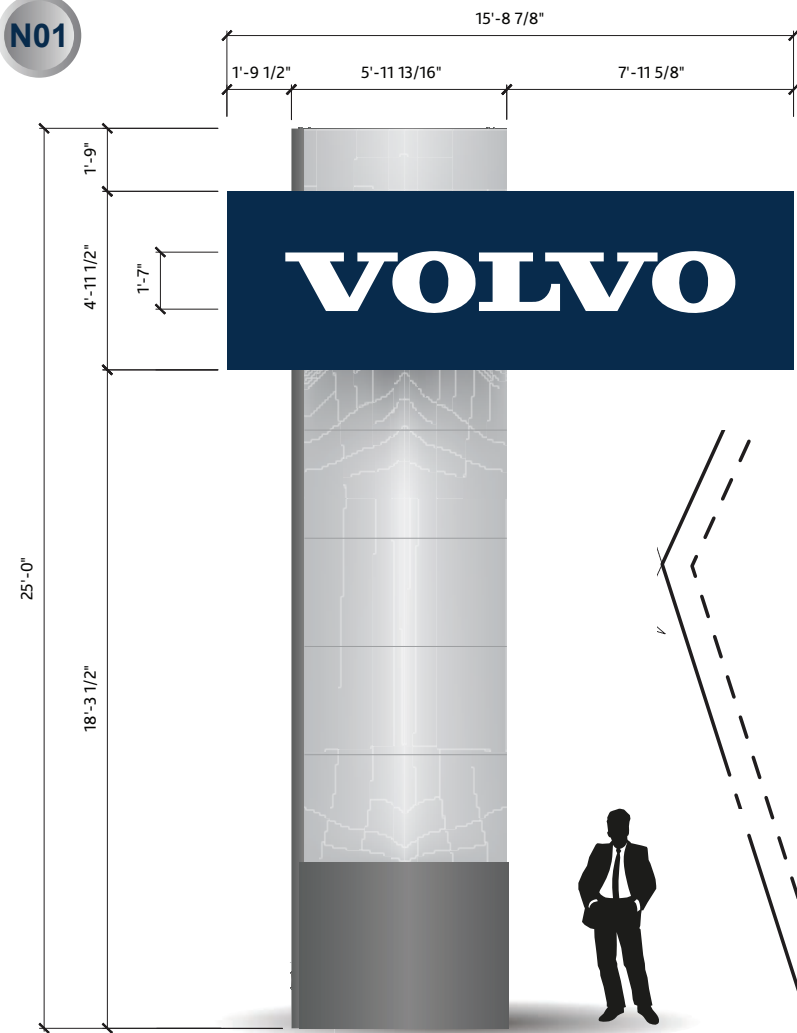
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SITE PLAN

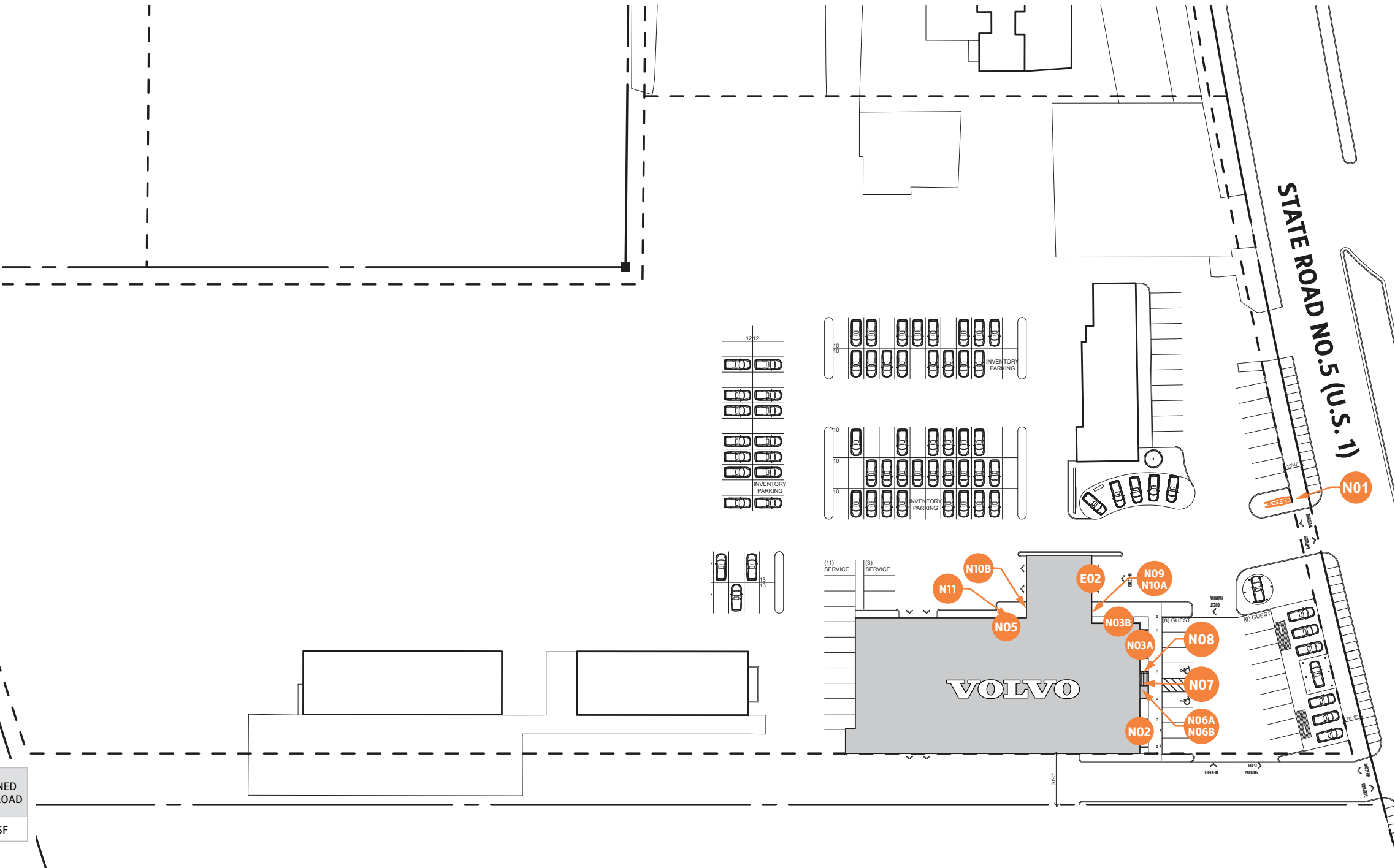
N01



78.04
SQUARE FOOTAGE

7500 PRIMARY ID VOLVO PYLON @ 25 O.A.H.
Push-through acrylic letters, internally illuminated.
SCALE: 3/16" = 1'

MODEL NUMBER	SIGN DIMENSIONS			HT. FROM SIGN TO GRADE	O.A.H. OF SIGN	ELECTRICAL TOTAL AMPS	DESIGNED WIND LOAD
	HEIGHT	LENGTH	SQ. FT.				
7500	4'-11 1/2"	15'-8 7/8"	78.04	18'-3 1/2"	25'	8.1	30 PSF



LOCATION: WALLACE VOLVO CARS
2655 SE FEDERAL HWY.
STUART, FL 34994

APPROVED BY:

SITE ID: 7293

SCALE: VARIES

DRAWN BY: J. W.

AGI REP: RACHEL BECK

DATE: 11/01/21

DATE REVISED: 03/31/22

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LANDSCAPE CONTRACTOR NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER. PLANTS WILL BE INSPECTED BY THE LANDSCAPE ARCHITECT. THOSE PLANTS THAT DO NOT MEET THE SPECIFICATIONS IN SIZE OR GRADE WILL BE REJECTED.

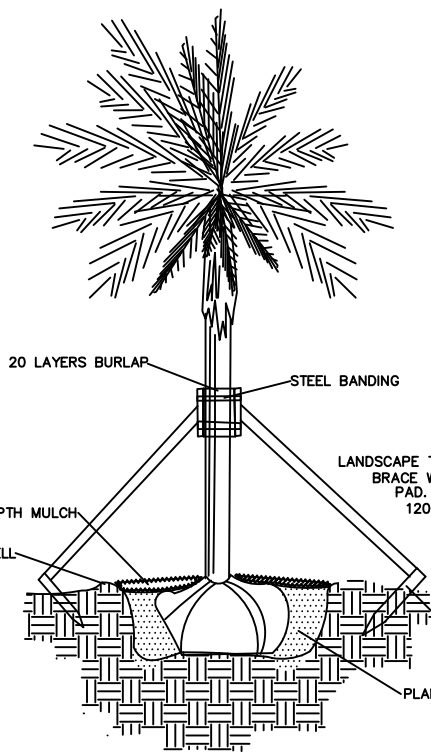
THE LANDSCAPE CONTRACTOR SHOULD HAVE A COMPETENT FOREMAN IDENTIFIED AT THE BEGINNING OF THE JOB WHO WILL BE ON THE JOB THROUGHOUT THE INSTALLATION OF PLANTING. THIS PERSON SHALL BE RESPONSIBLE FOR DIRECTING THE CREW AND ANY SUBCONTRACTORS WORKING FOR THE LANDSCAPE CONTRACTOR AND SHALL ACT AS THE LANDSCAPE CONTRACTOR'S REPRESENTATIVE TO THE OWNER AND LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL LAY OUT AREAS TO BE PLANTED AND ARRANGE A MEETING WITH THE LANDSCAPE ARCHITECT FOR APPROVAL BEFORE PLANTING.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF ALL AREAS TO RECEIVE PLANTS. ALL PLANTS, GRASSES AND WEEDS SHALL BE REMOVED BY HAND, ROTOTILLING OR BY SCRAPING. GROUND IS TO BE LEVELLED AND WATERED IF DRY. PALM, TREE AND PALM HOLES WITH WATER PRIOR TO PLANTING. IF WATER DOES NOT COMPLETELY DRAIN FROM HOLE WITHIN FOUR HOURS, CONTACT LANDSCAPE ARCHITECT FOR APPROVAL BEFORE PLANTING. PLANT HOLES ARE TO BE BACKFILLED WITH A HOMOGENEOUS SOIL MIX CONSISTING OF 2 PARTS SANDY TOPSOIL, 2 PARTS PEAT MOSS AND 1 PART COW MANURE OR MILORGANITE. AGRIFORM 20-10-15 PLANTING TABLETS SHALL BE ADDED TO EACH PLANT HOLE. ACCORDING TO THE MANUFACTURER'S RECOMMENDED APPLICATION RATES. BACKFILL HALFWAY UP THE ROOTBALL. PLACE THE TABLETS BESIDE THE ROOTBALL ABOUT 1 INCH FROM THE ROOTTIPS. DO NOT PLACE TABLETS IN BOTTOM OF HOLE.

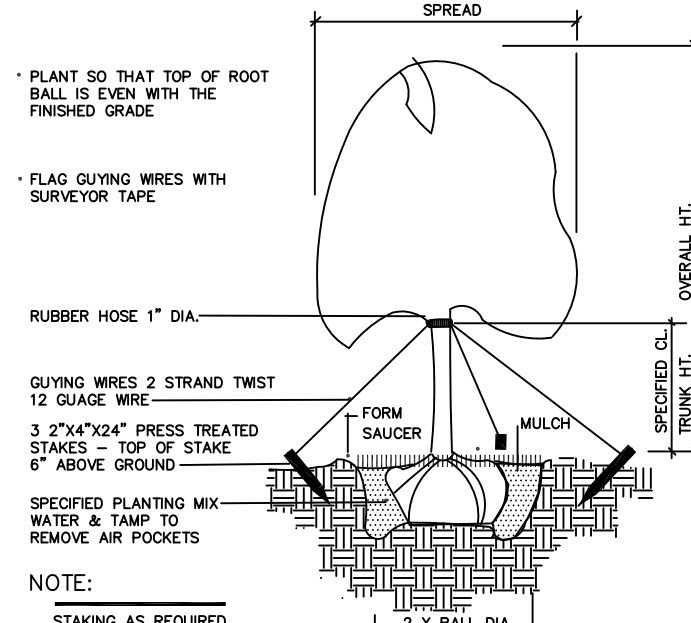
THE CONTRACTOR SHALL PROVIDE THE SPECIFIED MULCH. INSTALL 3" DEPTH OF SPECIFIED MULCH TO ALL AREAS INDICATED ON THE PLAN. THE MULCH SHALL BE ALIVE AND THIRIVING FOR A PERIOD OF ONE YEAR FOLLOWING PLANTING. THE LANDSCAPE CONTRACTOR SHALL REPLACE DEAD OR SICK PLANTS AT NO ADDITIONAL COST TO THE OWNER.

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL PLANT MATERIAL SHALL BE ALIVE AND THIRIVING FOR A PERIOD OF ONE YEAR FOLLOWING PLANTING. THE LANDSCAPE CONTRACTOR SHALL REPLACE DEAD OR SICK PLANTS AT NO ADDITIONAL COST TO THE OWNER.



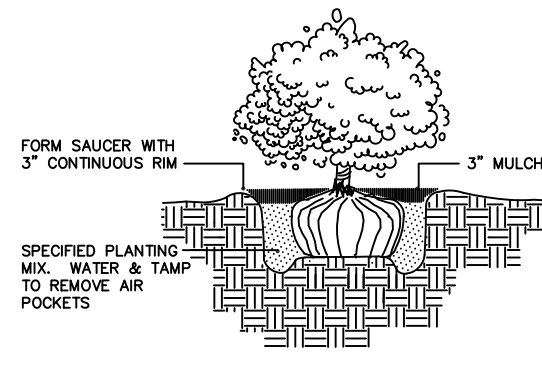
PALM PLANTING

SCALE: NOT TO SCALE



TREE PLANTING - GUY WIRES

SCALE: NOT TO SCALE



SHRUB PLANTING

SCALE: NOT TO SCALE

PLANT MATERIAL LIST

TREES & PALMS (* indicates native tree)

Code Name	Quantity	Scientific Name	Common Name	Planting Size
* ED	21	ELEDICARPUS DECIPIENS	JAPANESE BLUEBERRY	12' X 4', 4' CT 2 1/2" DBH
* QV	30	QUERCUS VIGINIANA	LIVE OAK	12' X 5', 4' CT 2 1/2" DBH
PS	4	PHOENIX SYLVESTERIS	SYLVESTER PALM	18' X 14', 8' CT 2 1/2" DBH
WB	45	WODYETIA BIFURCATA	FOXTAIL PALM	16' X 10', 6' CT 2 1/2" DBH

SHRUBS & GROUNDCOVERS (* indicates native shrub or ground cover)

Code Name	Quantity	Scientific Name	Common Name	Planting Size
CI	303	CHRYSOBALANUS ICAGO	RED TRPPED COCOPLUM	24" X 20" #3, 30' OC
ED	14	ELEDICARPUS DECIPIENS	JAPANESE BLUEBERRY	8' CONE #25, 4' OC
ING	85	IXORA NORA GRANT	NORA GRANT IXORA	24" X 20" #3, 30' OC
PM	229	PODOCARPUS MAKI	PODOCARPUS MAKI	24" X 18" #3, 28" OC
SA	69	SCHOFFLERA ARBORCOLA	GREEN SCHEFFLERA	24" X 20" #3, 30' OC
TAV	895	TRACHELOSPERMUM ASIATICUM VARIGATUM	VARIGATED ASIATIC JASMINE	4" X 6" #1, 12" OC

OTHER MATERIALS

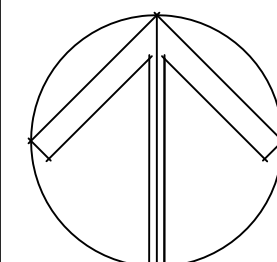
MULCH	92	CU. YDS. ENVIRO MULCH (EST.)
SOD	3500	SQ. FT. BAHIA SOD (EST.)

DATE: 6/3/22

DANIEL J. SUGG
LANDSCAPE ARCHITECT / SITE PLANNER
POST OFFICE BOX 335, JENSEN BEACH, FL 34958
PHONE: (772) 485-1776 danlandarch@gmail.com

LANDSCAPE PLAN

WALLACE VOLVO



SHEET
1
OF ONE



TRAFFIC ANALYSIS

FOR

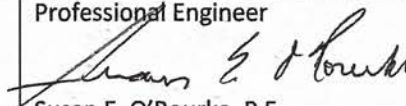
WALLACE VOLVO

Prepared for:
Mr. Lee Smith – Wallace Auto Group
c/o C. Calvert Montgomery & Associates, Inc.
959 SE Federal Highway
Stuart, FL 34994

Prepared by:
O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, FL 34994
(772) 781-7918

June 15, 2022

MR22043.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole St Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 6/15/2022 License #: 42684
---	---



O'ROURKE
ENGINEERING & PLANNING

June 15, 2022

Mr. Scott Montgomery
C. Calvert Montgomery & Associates, Inc.
Civil Engineers
959 S. Federal Hwy.
Stuart, FL 34994

Re: Wallace Volvo

Dear Mr. Montgomery:

O'Rourke Engineering and Planning has completed the analysis of the Volvo dealership to be located north of Luckhardt, on the east side of US 1. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,
O'Rourke Engineering & Planning



Susan E. O'Rourke, P.E.
President

C5 – Report – Wallace Volvo Traffic Analysis 6.15.2022

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APPENDIX A: Site Plan

APPENDIX B: Martin County 2019 Roadway Level of Service Inventory Report

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed Wallace Volvo to be located east of US-1 and north of Miami Avenue in the City of Stuart, Florida. **Appendix A** includes the site plan. The purpose of this report is to determine the project's impact on the surrounding roadway system. This report follows the procedures outlined in the County Ordinance Article 5.

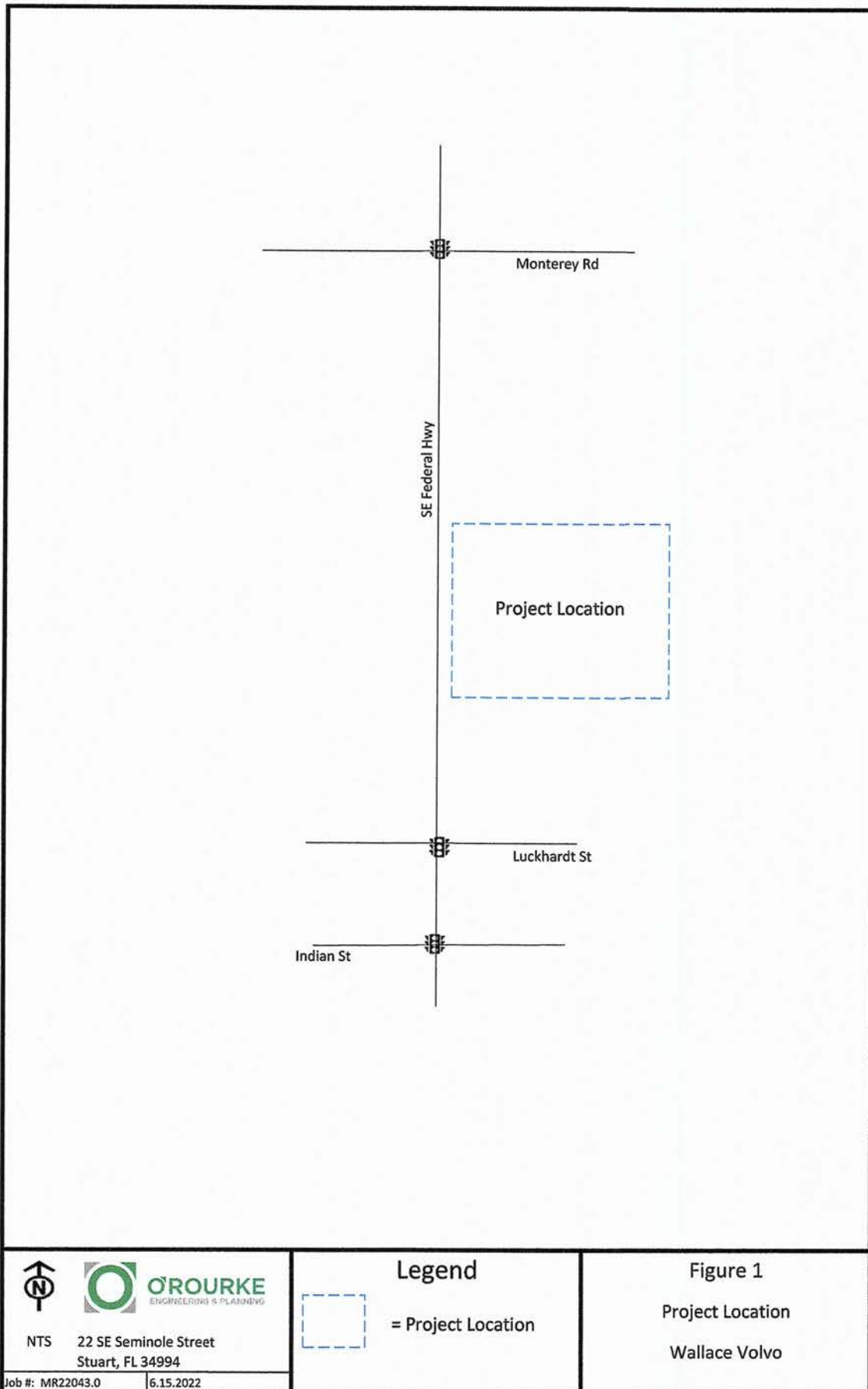
In order to make the determination that the project complies with City of Stuart concurrency guidelines, the following analytical steps were taken:

- ◆summary of the project,
- ◆summary of existing lane geometrics,
- ◆summary of maximum allowable service volumes,
- ◆assessment of project traffic,
- ◆determination of study area
- ◆summary of cumulative traffic volumes
- ◆comparison of volumes to allowable levels of service

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The proposed project will consist of removing 4,920 square feet of building area, keeping 11,176 square feet and adding 15,047 square feet for the new Volvo dealership/service center. The project will utilize the three existing driveways for the new site plan. A project buildout of 2024 was applied to the analysis. The project location is shown in **Figure 1**.



ROADWAY CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 2% of the level of service capacity of the roadway. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing Lane Geometrics

The study area was reviewed to determine the existing number and type of lanes and the traffic control along the roadway. Each roadway is described below.

Federal Highway is a class I six-lane divided major arterial with a north/south alignment.

SE Salerno Road is a class II two-lane undivided minor arterial with an east/west alignment.

SE Dixie Highway is a four-lane divided minor arterial.

Monterey Road is a four-lane divided major arterial.

PROJECT TRAFFIC

To estimate traffic generated by the project, the ITE Trip Generation, 11th Edition auto trip rates and general office were applied to the proposed square footages. These calculations provide an estimate of the typical generation. The trip generation for the proposed project at buildout is shown in **Table 1**.

The project will generate 16 net new AM peak hour trips with 12 trips entering the project and 4 trips exiting the project. The PM peak hour will have 16 net new trips with 7 entering and 9 exiting.

PROJECT DISTRIBUTION / ASSIGNMENT/ IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

Assignment -- This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 2** for the buildout.

Project Impact -- **Table 2** summarizes the project impact as it related to the percent of the service volume capacity or maximum allowable service volume for the project. As shown, there are no links with a 2% or greater impact.

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		Pass-by Trips		Net New Trips	
					In	Out	In	Out	In	Out	In	Out
Existing Automobile Sales - to be removed	840	4,920	Sft	(T) = 27.06(X)	50%	50%	67	66	10	10	20	15.0%
Existing Automobile Sales - to remain	840	11,176	Sft	(T) = 27.06(X)	50%	50%	151	151	23	22	45	15.0%
Proposed Automobile Sales - to be added	840	15,047	Sft	(T) = 27.06(X)	50%	50%	204	203	31	30	61	15.0%
Total Auto Sales							355	354	709	54	52	106
Net Impact							288	288	576	44	42	86

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		Pass-by Trips		Net New Trips	
					In	Out	In	Out	In	Out	In	Out
Existing Automobile Sales - to be removed	840	4,920	Sft	(T) = 1.86(X)	73%	27%	7	2	9	1	1	15.0%
Existing Automobile Sales - to remain	840	11,176	Sft	(T) = 1.86(X)	73%	27%	15	6	21	2	1	3
Proposed Automobile Sales - to be added	840	15,047	Sft	(T) = 1.86(X)	73%	27%	20	8	28	2	2	4
Total Auto Sales							42	16	58	3	1	4
Net Impact							13	6	19	3	6	

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		Pass-by Trips		Net New Trips	
					In	Out	In	Out	In	Out	In	Out
Existing Automobile Sales - to be removed	840	4,920	Sft	(T) = 1.81(X) + 20.91	40%	60%	12	18	30	2	3	5
Existing Automobile Sales - to remain	840	11,176	Sft	(T) = 1.81(X) + 20.91	40%	60%	16	25	41	2	4	6
Proposed Automobile Sales - to be added	840	15,047	Sft	(T) = 1.81(X) + 20.91	40%	60%	19	29	48	2	5	7
Total Auto Sales							28	43	71	4	7	11
Net Impact							7	11	18	2	6	8

Source: ITE 11th Edition Trip Generation Rates

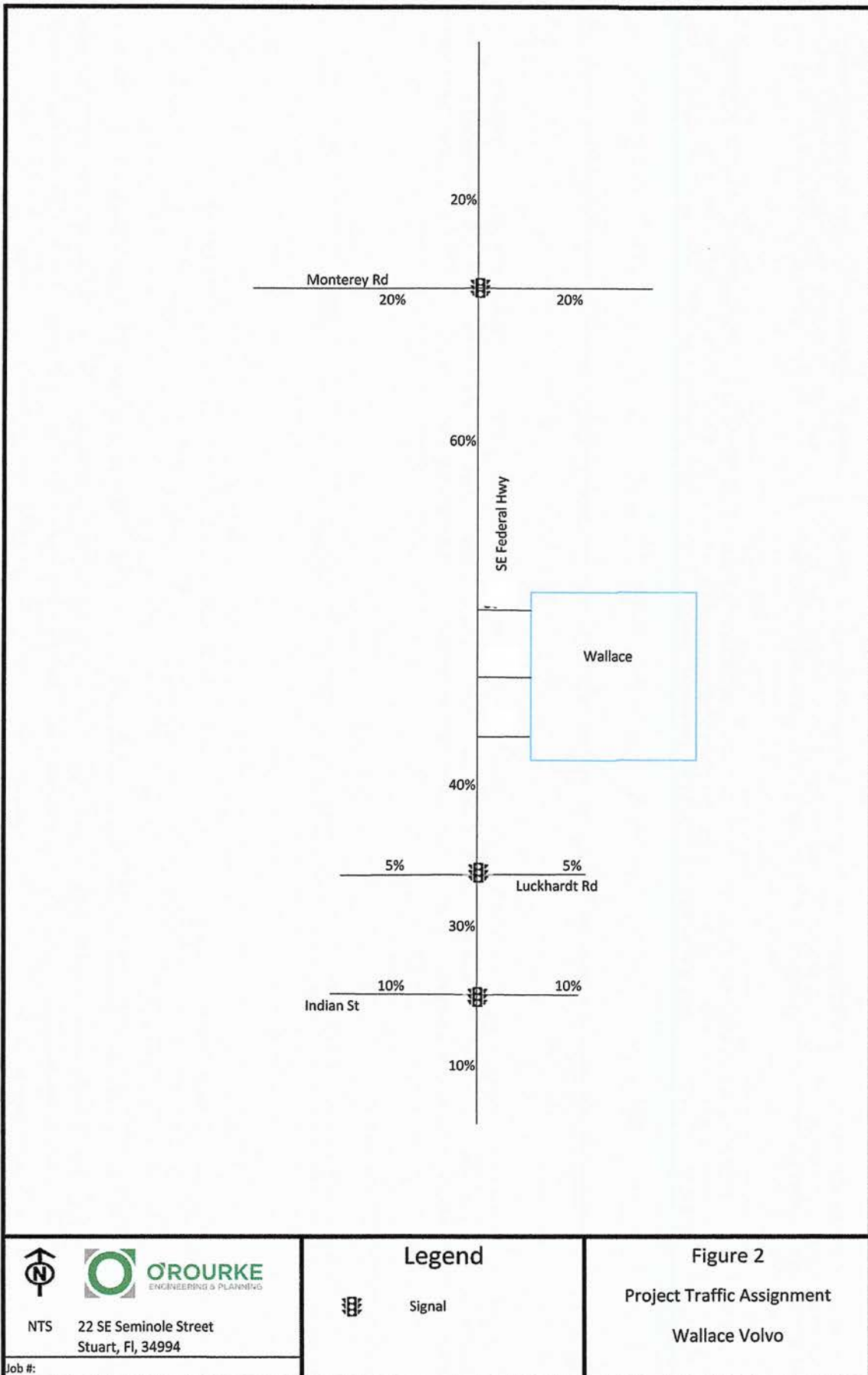


Table 2: Project Impact Percentages

Road name	From	To	Type	2% or Greater	LOS D Peak Hour Peak Direction	Project Volume - Peak Direction	% Project of Capacity - Peak Direction	Percent Assignment Peak Direction
Monterey Rd	Monterey Ext.	US-1	Class II: 2-Ln divided	no	2000	2	0.12%	20%
	US-1	Dixie	Class II: 2-Ln Undivided	no	1630	2	0.15%	20%
US-1	Salerno Rd	Monroe St	Class I: 6-Ln Divided	no	3020	4	0.12%	30%
	Monroe St	Indian St	Class I: 6-Ln Divided	no	3020	7	0.24%	60%
	Indian St	SR-714	Class I: 6-Ln Divided	no	3020	2	0.08%	20%
Indian St	Willoughby	US-1	Class I: 4-Ln Divided	no	2000	2	0.12%	20%
	US-1	Commerce Ave	Class I: 4-Ln Divided	no	2000	2	0.12%	20%

Trips In: 12

Table 3: Link Analysis - 2024

Road Name	From	To	Type	2% or Greater	2019 Peak Hour Directional Volume	Growth Rate	2024 Volume (2019 x growth/year)	Generalized Service Capacity	Project Volume - Peak Direction	Total Traffic	% Project of Capacity Peak Direction	Does Project Meet Concurrency ?	Percent Assignment Peak Direction
US-1	Monroe St	Indian St	Class I: 6-Ln Divided	No	1,859	1.005	1,906	3,020	1	1,907	0.33%	Yes	10%
	Indian St	Monterey	Class I: 6-Ln Divided	No	2,267	1.005	2,324	3,020	7	2,331	0.20%	Yes	60%

12
Project Trips
5
Years grown

FUTURE TRAFFIC / CONCURRENCY REVIEW

Since no links have a 2% or greater impact, the first directly accessed link of SE Federal Highway was analyzed. Wallace Volvo is estimated to be completed by 2024. To estimate 2024 volumes, 2019 peak hour volumes from the Martin County 2019 Roadway Level of Service Inventory Report were used. Growth rates from that same report were used to grow the traffic to 2024. The project traffic was then added to the grown volumes to estimate the 2024 future Total Traffic volumes. **Table 3** summarizes the results. As shown, SE Federal Highway will operate at an acceptable Level of Service at project buildout.

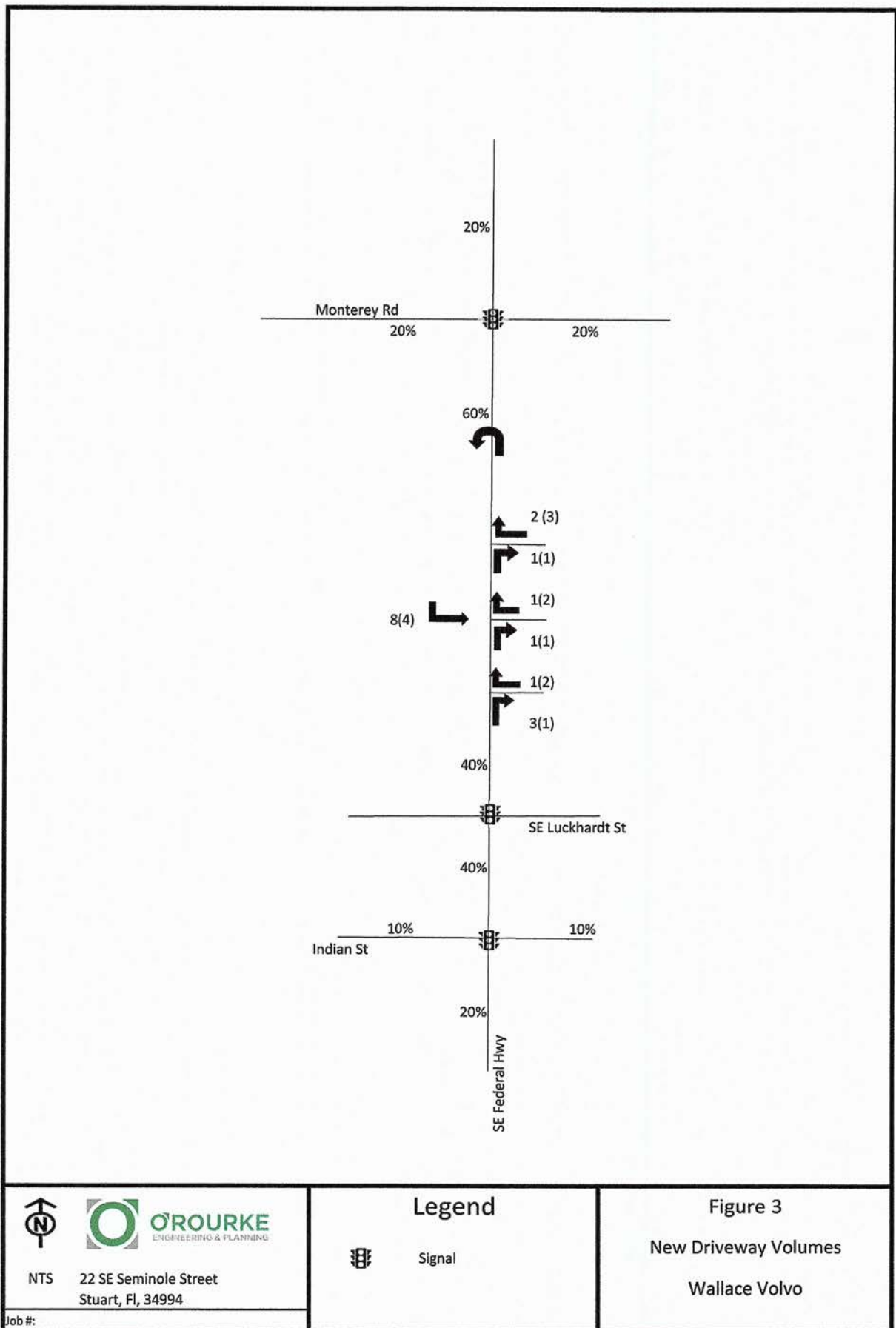
Appendix B provides the Martin County 2019 Roadway Level of Service Inventory Report.

DRIVEWAY VOLUMES

The project traffic volumes are illustrated in **Figure 3**. As shown, the project volumes are very low and will not meet industry thresholds to require turn lanes.

CONCLUSION

Wallace Volvo will have a traffic impact of 16 net new AM and PM peak hour trips. These trips will not cause levels of service to fall below acceptable levels in the future. Based on the data and calculations presented herein, the project does not require additional analysis and is deemed to be consistent with transportation concurrency requirements.



APPENDIX A

SITE PLAN

APPENDIX B

**MARTIN COUNTY 2019 ROADWAY LEVEL OF SERVICE
INVENTORY REPORT**

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	Sailfish Point	SR-A1A	2-Ln Undivided Non-State	675	5,989	368	D	6.8%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/5B) and Murphy Rd (PM/NB).

Martin County 2019 Roadway Level of Service Inventory Report

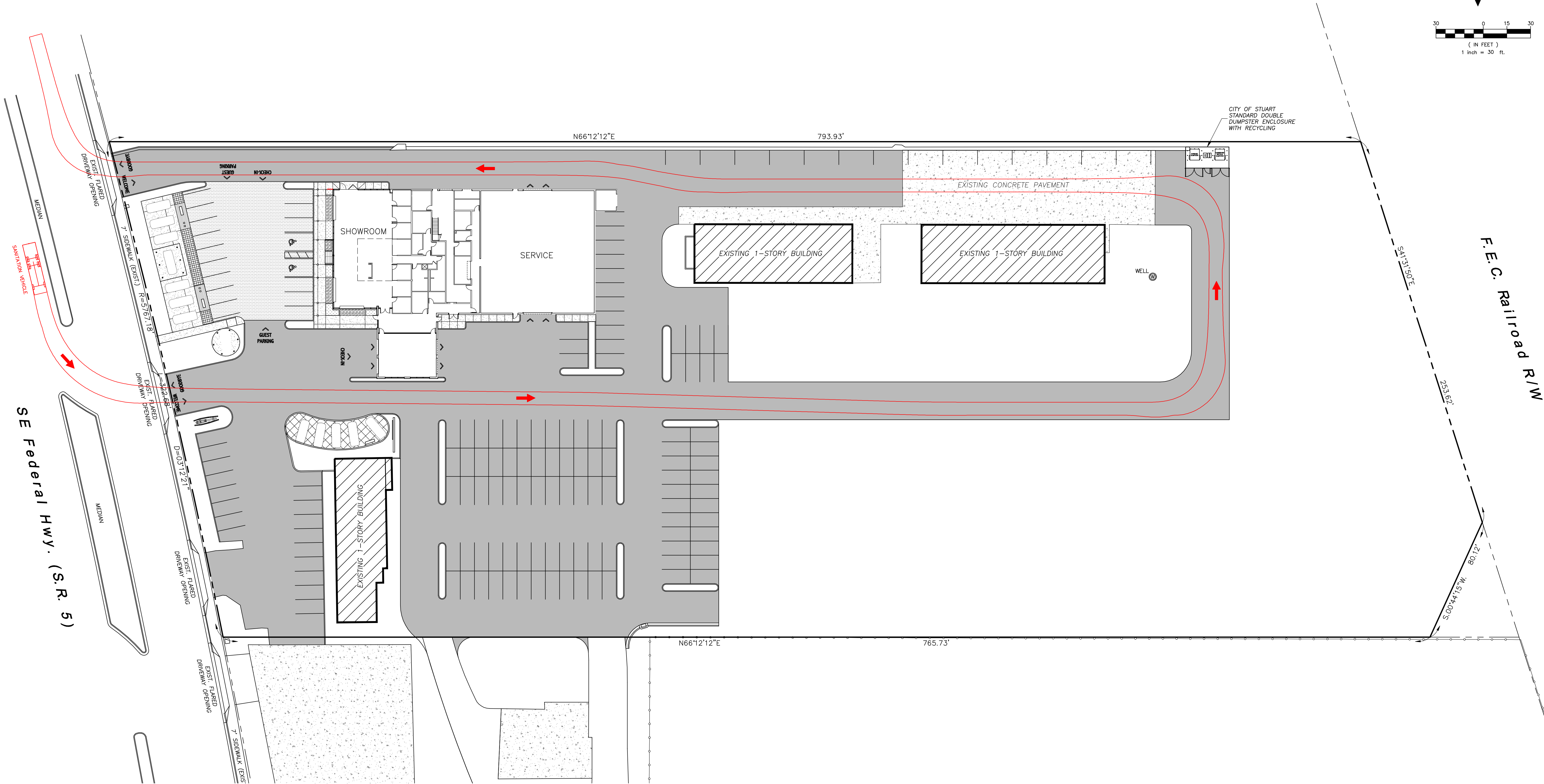
Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Mapp Rd	South End	CR-714	Class II: 2-Ln Undivided	750	5,236	249	C	0.5%
Mapp Rd	CR-714	SR-714	Class II: 2-Ln Undivided	750	11,668	557	D	0.5%
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%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB) and Murphy Rd (PM/NB).

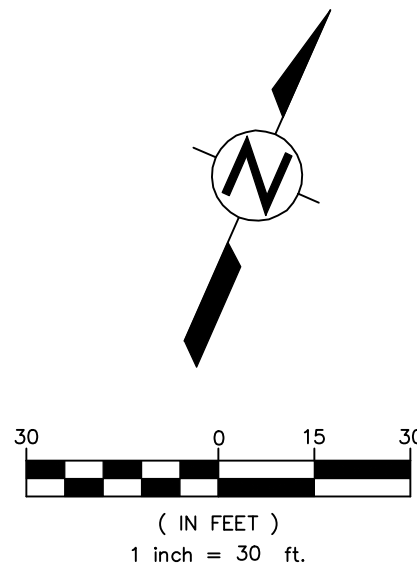
Martin County 2019 Roadway Level of Service Inventory Report

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
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%
Seabranh Blvd	Doubletree Dr	SR-5	Class I: 4-Ln Divided	2000	6,693	335	C	0.5%
Sewalls Pl 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	Seabranh Blvd	Class I: 4-Ln Divided	2000	23,579	1,046	C	0.6%
SR-5 (US-1)	Seabranh 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%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/5B) and Murphy Rd (PM/NB).



SANITATION TRUCK MANEUVERING PLAN (AUTOTURN)



C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers-Surveyors (LB & C.A. 0000160)
P.O. BOX 92...959 S. FEDERAL HWY....STUART, FLORIDA 34995
TEL (772) 287-3636 FAX (772) 220-0580

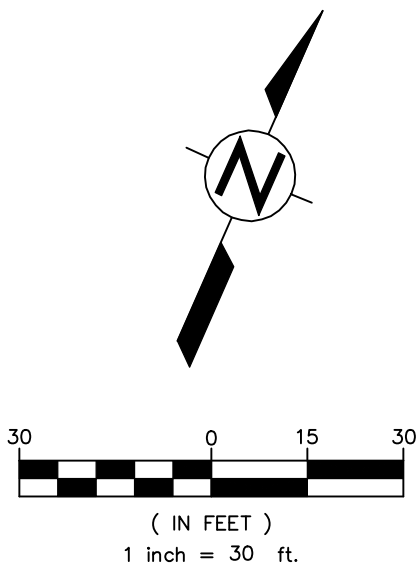
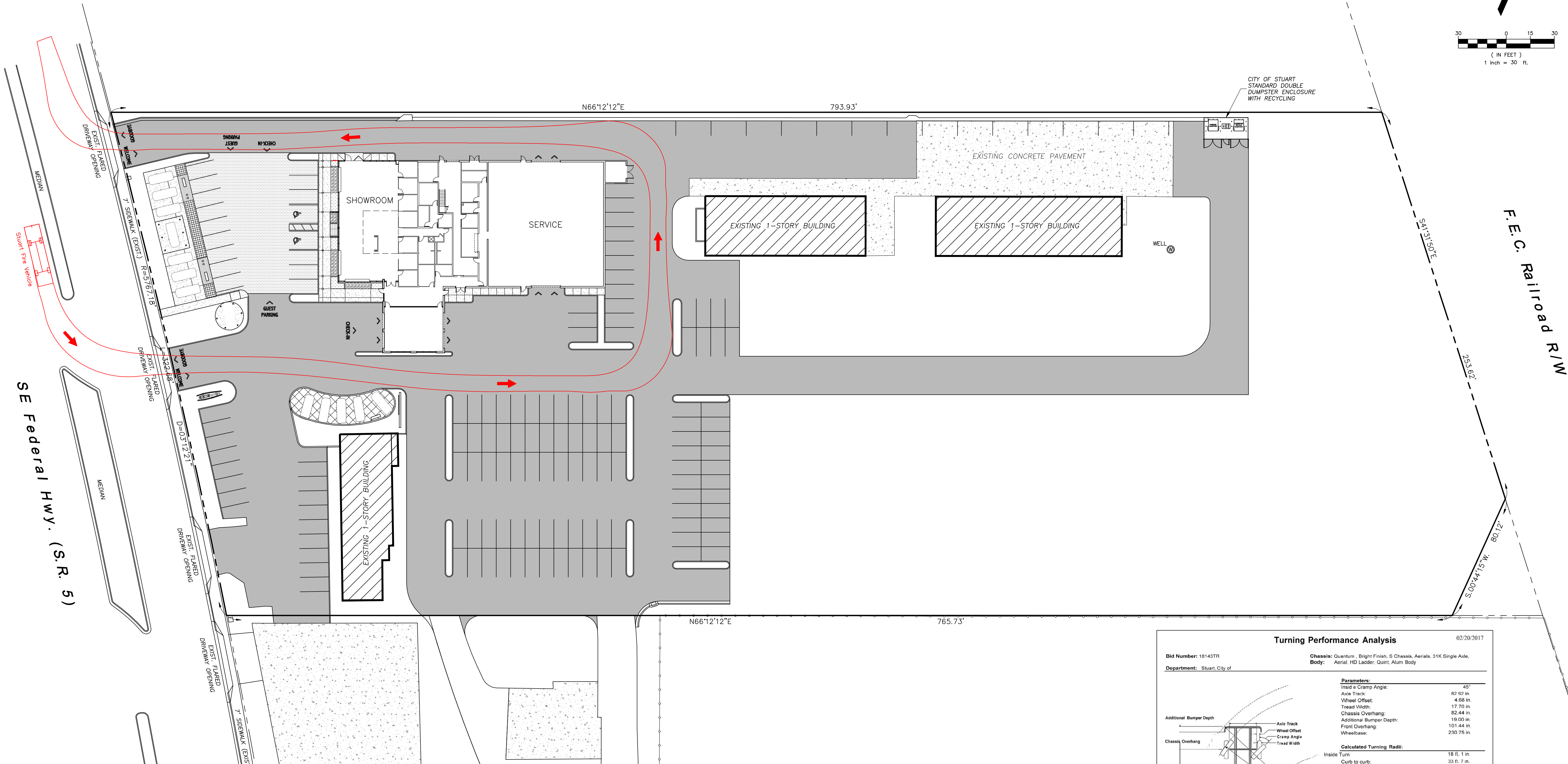
NO. REVISION	DATE
DESIGNED BY:	DATE: 12.22.21
DRAWN BY:	SCALE: 1"=30'

SANITATION TRUCK MANEUVERING PLAN

SITE REDEVELOPMENT PLANS FOR
WALLACE VOLVO
STUART, FLORIDA

ENGINEER'S SEAL:
SCOTT T. MONTGOMERY, P.E.
FL REG. No. 45954

PROJECT NO.
SHEET
1
OF 1



FIRE TRUCK MANEUVERING PLAN No. 1 (AUTOTURN)

Bid Number: 16143TR
Department: Stuart, City of

Chassis: Quantum , Bright Finish, S Chassis, Aerials, 31K Single Axle.
Body: Aerial, HD Ladder, Quint, Alum Body

Parameters:

Inside Cramp Angle:	45°
Axle Track:	82.92 in.
Wheel Offset:	4.68 in.
Tread Width:	17.70 in.
Chassis Overhang:	82.44 in.
Additional Bumper Depth:	19.00 in.
Front Overhang:	101.44 in.
Wheelbase:	230.75 in.

Calculated Turning Radii:

Inside Turn:	18 ft. 1 in.
Curb to curb:	33 ft. 7 in.
Wall to wall:	38 ft. 10 in.

Comments:

Category:	Option:	Description:
Axle, Front, Custom	0018453	Axle, Front, Oshkosh 1AK-4, Non Drive, 22,800 lb. DLX/Int/Qtms/AXI
Wheels, Front	0019611	Wheels, Frit, Alum, Alcoa, 22.50" x 12.25" (425/ & 385)
Tires, Front	0001647	Tires, Michelin, 425/65R22.50 20 ply XTE2, Hiway Rib
Bumpers	0012245	Bumper, 19" extended - Sab/CC
Aerial Devices	0057609	Aerial Device, 750# Tip Load, 75' HAL, Single Axle

Notes:

Actual inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

Overall truck length is 38 feet

Overall truck width is 9.6 feet

ENGINEER'S SEAL:
SCOTT T. MONTGOMERY, P.E.
FL REG. No. 49954

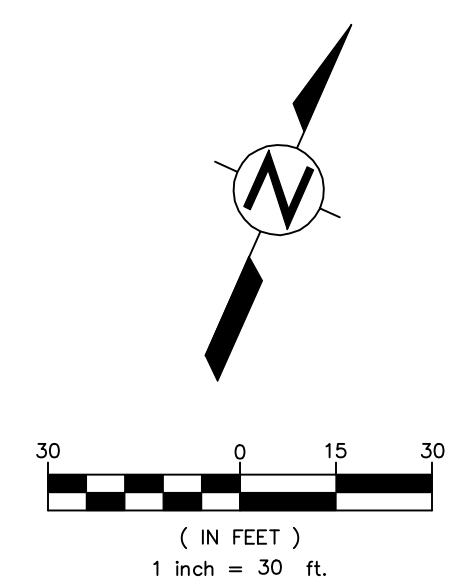
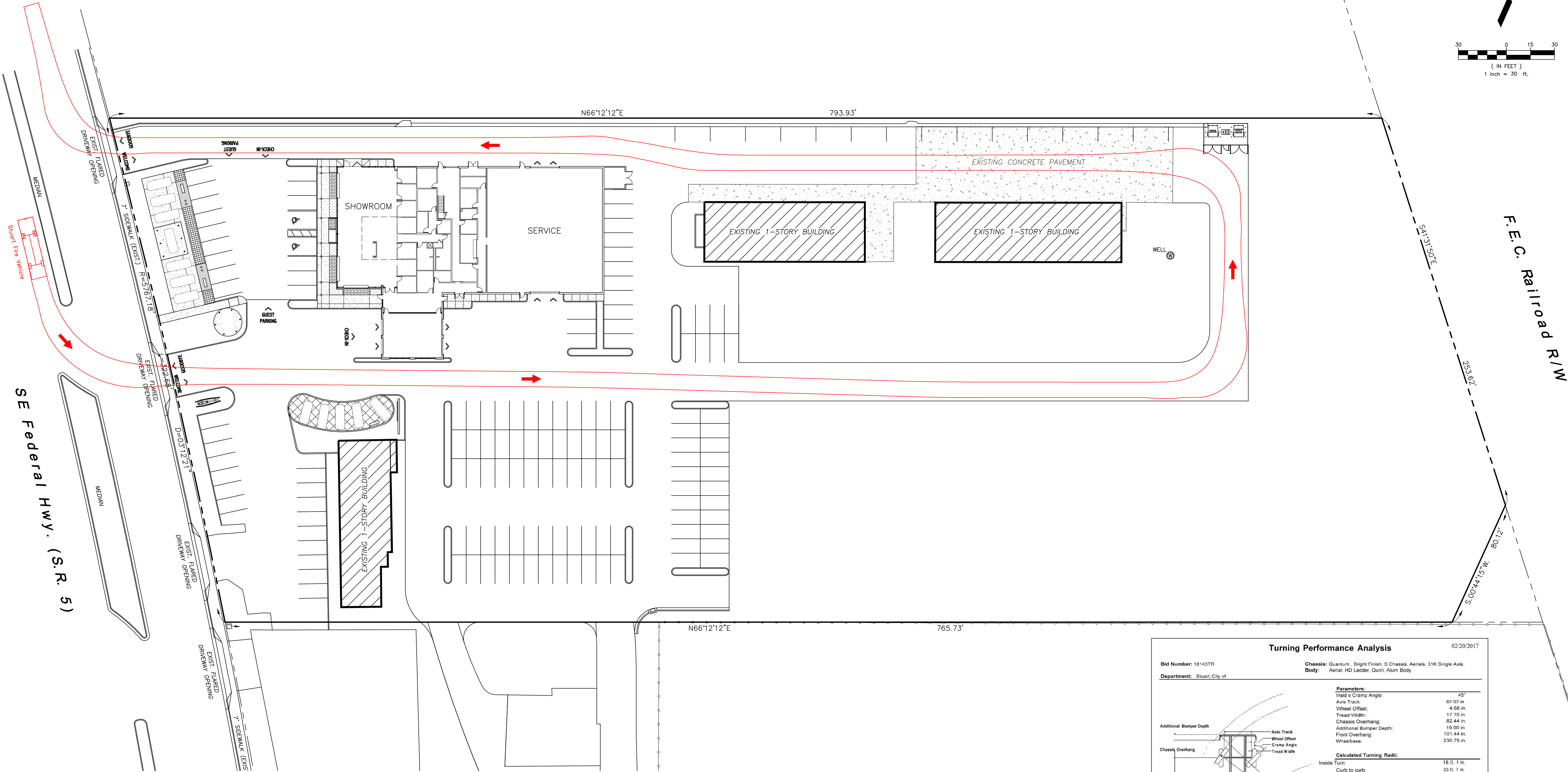
C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers-Surveyors (LB & C.A. 0000160)
P.O. BOX 92..959 S. FEDERAL HWY....STUART, FLORIDA 34995
TEL: (772) 287-3636 FAX: (772) 220-0560

NO REVISION	DATE
DESIGNED BY:	DATE: 12.22.21
DRAWN BY:	SCALE: 1"=30'

FIRE TRUCK MANEUVERING PLAN No. 1

SITE REDEVELOPMENT PLANS FOR
WALLACE VOLVO
STUART, FLORIDA

PROJECT NO.
SHEET
1
OF 1



FIRE TRUCK MANEUVERING PLAN No. 2 (AUTOTURN)

Bid Number: 18143TR

Department: Stuart, City of

Chassis: Quantum - Bright Finish, S Chassis, Aerials, 31K Single Axle.

Body: Aerial, HD Ladder, Quint, Alum Body

Parameters:

Inside e Cramp Angle:	45°
Axle Track:	82.62 in
Wheel Offset:	4.68 in
Tread Width:	17.70 in
Chassis Overhang:	82.44 in
Additional Bumper Depth:	19.00 in
Front Overhang:	101.44 in
Wheelbase:	230.75 in

Calculated Turning Radii:

Inside Turn:	18 ft. 1 in.
Curb to curb:	33 ft. 7 in.
Wall to wall:	38 ft. 10 in.

Comments:

Category:	Option:	Description:
Axle, Front, Custom	0018453	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, DLX/Ent/Qtum/AXT
Wheels, Front	0019611	Wheels, Frt, Alum, Aloca, 22.50" x 12.25" (425 / 385)
Tires, Front	0001647	Tires, Michelin, 425/65R22.50 20 ply XTE2, Hway Rib
Bumpers	0012245	Bumper, 19" extended - SubVCC
Aerial Devices	0057609	Aerial Device, 750# Tip Load, 75' HAL, Single Axle

Notes:

Actual Inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

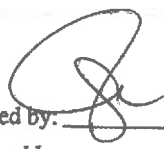
Overall truck length is 38 feet

Overall truck width is 9.6 feet

ENGINEER'S SEAL:	PROJECT NO.
SCOTT T. MONTGOMERY, P.E. FL REG. No. 43954	
	SHEET
	1
	OF 1



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

Received by: 
Reviewed by: _____

Planned Unit Development (PUD) Amendment Application

Project ID# 22010001
(Staff Entry)

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

SITE INFORMATION

Project Name: Wallace Auto	Parcel ID#: 15-38-41-000-000-00200-0;
Site Address: 2675 S.E. Federal Highway, Stuart, FL	15-38-41-000-000-00211-0; 15-38-41-000-000-00210-8
Subdivision: N/A	Lot(s): (See Legal Description, Exhibit "A" attached)
Site Acreage: 5.78 Acres	Flood Zone "X" / Base Flood Elevation: N/A
Existing Zoning District / CRA Subdistrict (if applicable): CPUD	
Proposed Zoning District / CRA Subdistrict (if applicable): CPUD	
Current Comprehensive Plan Future Land Use Designation: Commercial	
Proposed Comprehensive Plan Future Land Use Designation: Commercial	
Existing Land Use: Automobile Sales & Service	Proposed Land Use: Automobile Sales & Service
Proposed Square Footage: 9,656 s.f. Increase	Proposed Density (if applicable):

PETITIONER INFORMATION

Property Owner: Wallace J 2755 SE Federal Highway, LLC	ph. 772-872-0011 / leesmith@wallaceautogroup.net
Property Owner's Mailing Address: 3801 S.E. Federal Hwy, Stuart, FL 34997	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: Scott Montgomery	ph. 772-287-3636 / scott@ccmaengineers.com
Agent's Mailing Address: P.O. Box 92, Stuart, FL 34995	
Architect: Hal Herndon & Associates	Engineer: C. Calvert Montgomery & Associates, Inc.
Planner:	Landscape Architect:

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Application Requirements

Fees:

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

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

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

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

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

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

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

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

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

(over)

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared William L. Wallace

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

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a PUD Amendment in the City of Stuart, FL.
3. That he/she has appointed Lee Smith to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Wallace I 2755 SE Federal Highway, LLC

[Signature]
Signature of Owner:

3801 SE Federal Hwy.
Street Address

P.O. Box

772-872-0010
Telephone Number

City, State, Zip Code

billwallace@wallaceautgroup.net
Email Address:

City, State, Zip Code

Fax Number

William L. Wallace, President
By: Name/Title

Stuart, FL 34997
City, State, Zip Code

City, State, Zip Code

Fax Number

STATE OF FLORIDA, COUNTY OF Martin

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

13th day of December, 2021 By William L. Wallace

Personally Known OR Produced Identification
Type of Identification Produced:

[Signature]
Notary Public

My Commission expires:

6/2/2022



Amy Jo Vanilla
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG213458
Expires 6/2/2022

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Financial Responsibility Form

(Please Print or Type)

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

Name: William L. Wallace
Title: President
Company: Wallace Automotive Group
Company Address: 3801 SE Federal Hwy., Stuart, FL 34997

City/State/Zip Code: Stuart, FL 34997
Telephone Number: 772-872-0010
Facsimile Number:
Email Address (optional):

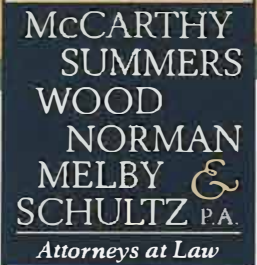
I hereby certify that all information contained herein is true and correct.

1. Signed this 13th day of December, 2021.



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

September 30, 2022



**VIA E-MAIL: blandry@ci.stuart.fl.us
and Hand-Delivery**

Bonnie C. Landry, AICP
615 St. Lucie Crescent
Suite 201
Stuart, FL 34994

Re: ***Wallace Volvo – 2675 S.E. Federal Highway, Stuart, FL
Request to Consider a Major PUD Amendment Request***

Dear Bonnie,

Enclosed please find the Original Affidavit Attesting to Notification with regard to the above-referenced request.

Very truly yours,

A handwritten signature in blue ink that reads "Donna Botts". The signature is fluid and cursive.

Donna Botts, FRP
dab@mccarthysummers.com
Paralegal to: Terence P. McCarthy, Esquire

/s

Enclosure

Terence P. McCarthy *
Robert P. Summers *
Steven J. Wood **
Kenneth A. Norman
Nicola J. Boone Melby ***
Owen Schultz
Margaret E. Wood
Jessica M. VanValkenburgh

Donna R. McMillan
Christen Spake
Kimberly A. Ryan
David A. Lewis

**Board Certified
Real Estate Lawyer*

***Board Certified Wills,
Trusts & Estates Lawyer*

****Board Certified
Elder Law Lawyer*

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

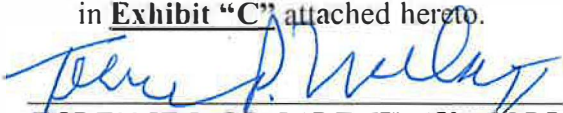
**AFFIDAVIT ATTESTING
TO NOTIFICATION**

Terence P. McCarthy, being first duly sworn, depose(s) and say(s):

1. Affiant is the attorney for **Wallace J 2755 SE Federal Highway, LLC, a Florida limited liability company**, the owner of the following described property which constitutes the location for which notification is required:

Address: 1675 S.E. Federal Highway, Stuart, FL - "(the "Property").

2. That a copy of the notice that was sent by U.S. Mail on September 26, 2022, to the surrounding property owners within 300 feet of the Property is set forth in **Exhibit "A"** attached hereto (the Notice").
3. The Notice was sent to property owners at their addresses set forth in **Exhibit "B"** attached hereto.
4. That photographs showing the placement of the notification signs are set forth in **Exhibit "C"** attached hereto.


TERENCE P. McCARTHY, AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED before me this 27th day of September 2022

**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of Sept, 2022, by Terence P. McCarthy, who is ☒ personally known or has ☐ produced _____ as identification.

(Notary Seal)


Notary Public
DONNA BOTTIS
Printed Name
My Commission Expires: 12/15/22



EXHIBIT “A”

Copy of Notice to Surrounding Property Owners

Notice to Surrounding Property Owners

Subject: **Public Hearings Before:**
Local Planning Agency and the City Commission

Petitioner: **Wallace Volvo**

Parcel IDs #: 15-38-41-000-000-00200-0; 15-38-41-000-000-00211-0 and
15-38-41-000-000-00210-8

Address of Property: **2675 S.E. Federal Highway, Stuart, FL**

Proposed Request: **Request to consider a Major PUD Amendment Request to
build an automotive showroom, office space and repair bays on
approximately 5.78 acres of land.**

Dear Property Owner:

Please be advised that the City of Stuart will conduct public hearings before the **Local Planning Agency on Thursday, October 13, 2022, at 5:30 p.m.** and the **City Commission on Monday, October 24 at 5:30 p.m.** 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 Planning Consultant, at (772) 266-9427, M-F 8:30 A.M. – 5:00 P.M.

Sincerely,

Bonnie Landry

Bonnie C. Landry, AICP
Planning Consultant
blandry@ci.stuart.fl.us

Location Map

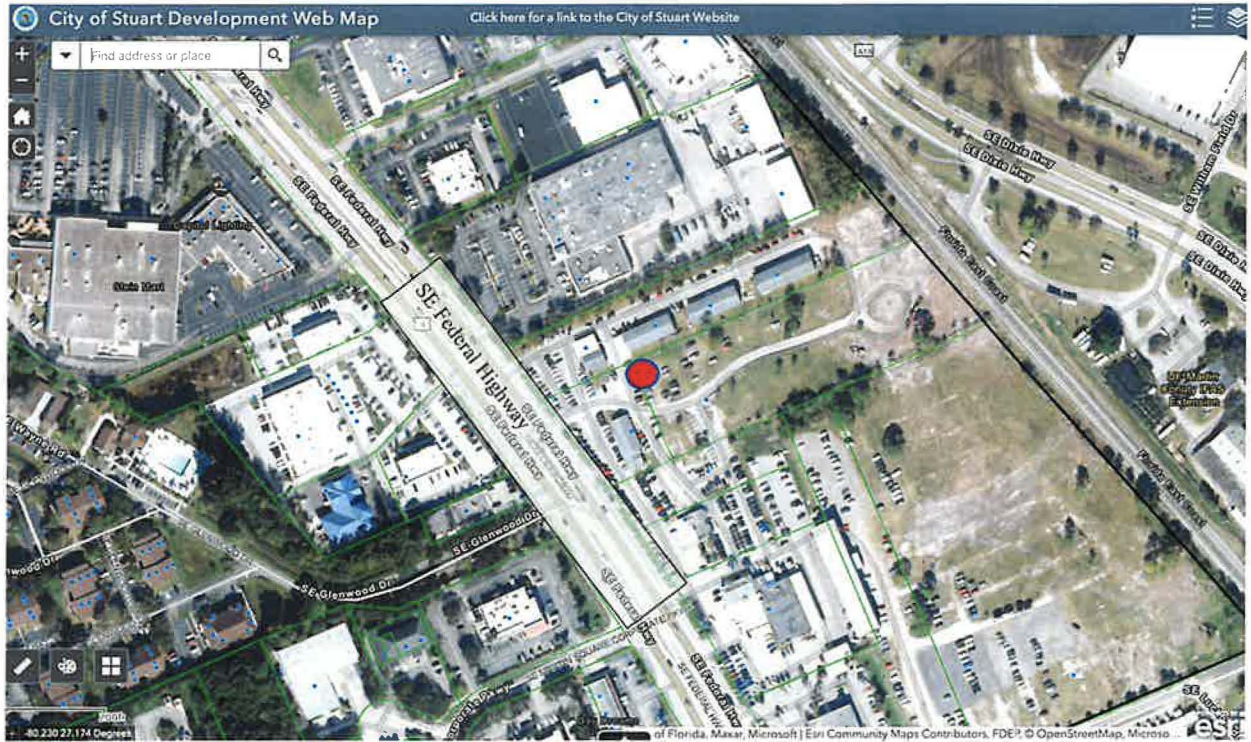


EXHIBIT “B”

List of Surrounding Property Owners



736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

September 23, 2022

Ownership Search

Prepared For: McCARTHY. SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ PA.

We hereby certify that a search has been made of the Martin County Property Appraiser's records regarding a 300-foot area surrounding the following described parcel of land:

See Exhibit "A" attached hereto & made a part hereof.

TAX ID: See Exhibit "B" attached hereto
OWNER: & made a part hereof.
ADDRESS:

The apparent property owners of land surrounding the above referenced property are as follows: The list does not include any owners who qualify for confidentiality (See attached).

Iris M. Crews

icrews



736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

OWNERSHIP REPORT

SEARCH NO. P22-11799/IC

THE ATTACHED REPORT IS ISSUED TO McCARTHY, SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ PA. THE ATTACHED REPORT MAY NOT BE RELIED ON BY ANY OTHER PARTY. NO LIABILITY IS ASSUMED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR ANY UNAUTHORIZED USE OR RELIANCE. THIS OWNERSHIP REPORT IS ISSUED PURSUANT TO FLORIDA STATUTE SECTION 627.7843 AND LIABILITY HEREUNDER FOR INCORRECT INFORMATION IS LIMITED TO THE AMOUNT PAID FOR THE REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of a 300-foot area surrounding subject property. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity or sufficiency of any document attached nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Ownership Report and the documents attached hereto.

The land referred to herein is described as follows:
See Exhibit "A" attached hereto & made a part hereof.

PRESTIGE TITLE AGENCY, INC.
736 Colorado Ave. Ste. A
Stuart FL 34994

By: *icrews*

Iris M. Crews



INSTR # 2516452 OR BK 2785 PG 2187 RECD 05/22/2015 11:45:50 AM
(4 Pgs)

CAROLYN TIMMANN MARTIN COUNTY CLERK
DEED DDC \$7,000.00, MTG DDC \$0.00, INTANGIBLE \$0.00

SPECIAL WARRANTY DEED

Prepared by:
Brandy L. Mathie
Kerr, Russell and Weber, PLC
500 Woodward Avenue, Suite 2500
Detroit, Michigan 48226

Record and return to:
Larry Griffin, Esq.
Haile, Shaw & Pfaffenberger, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, FL 33408

Parcel Identification No.: 15-38-41-000-000-00200.0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 18th day of May, 2015 between VW CREDIT, INC., a Delaware Corporation, whose address is 2200 Ferdinand Porsche Drive, Herndon, Virginia 20171 ("Grantor") and E-Z PAY CARS, LLC, a Florida limited liability company, whose post office address is 3801 S.E. Federal Highway, Stuart, Florida 34994 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of One Million 00/100 (\$1,000,000.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, its heirs, legal representatives, successors and assigns, all that certain land situate in Martin County, Florida, viz:

See **Exhibit "A"** attached hereto and made a part hereof.

SUBJECT TO real estate taxes accruing subsequent to December 31, 2014 and covenants, conditions, restrictions and easements of record, and those matters specifically set forth on **Exhibit "B"** attached hereto and made a part hereof, none of which are reimposed hereby, and all applicable zoning ordinances and regulations.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple.

AND Grantor hereby covenants with Grantee and its heirs, legal representatives, successors and assigns that Grantor, at the time of the ensealing and delivery of these presents, is

{34720/5/DT948873.DOC;1}

TSE 60043193

Exhibit <A> (Deed 1)

lawfully seized of said land in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey said land and, subject to the matters excepted herein, hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, though or under the Grantor, but against no others.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and deal the day and year first above written.

Signed, sealed and delivered
in the presence of:

VW Credit, Inc.,
a Delaware corporation

Witness
Name: NDARIEN

By: Christopher Zurick
Name: Christopher Zurick
Title: Real Estate Lending Manager

Witness
Name: [Signature]

STATE OF Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 13 day of May, 2015, by Christopher Zurick, the Real Estate Lending Manager of VW Credit, Inc., a Delaware corporation, on behalf of the corporation.

Personally known X or produced identification _____

Type of identification produced _____

[Signature]
NOTARY PUBLIC

State of Virginia at Large
Name: Elisabeth Anne Hillman

Commission No.: #7581678

Elisabeth Anne Hillman
Notary Public, Commonwealth of Virginia
My Commission Expires Oct. 31, 2018
#7581678

{34720/5/DT948873.DOC;1}

Exhibit "A" (Deed 1)

Exhibit "A"
Legal Description

Parcel 2-A

Commence at the point of intersection of the Northwest boundary line of the Hanson Grant and the Northeast right-of-way line of U.S. Highway No. 1, in Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida; thence Northwesterly along said right-of-way line a distance of 216.32 feet to a Point of Beginning; thence continue along said right-of-way line a distance of 110 feet; thence North $66^{\circ}05'27''$ East, a distance of 794.91 feet to the Southwest right of-way line of the Florida East Coast Railway Company; thence South $41^{\circ}53'13''$ East along said right-of-way line a distance of 111.51 feet; thence South $66^{\circ}02'57''$ West along a line parallel to the Northwest line of the Hanson Grant a distance of 802.46 feet to the Point and Place of Beginning.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows:

Commencing at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No. 5) and the North boundary of the Hanson Grant (also the South boundary of said Government Lot 2), run Northwesterly along said right-of-way on a curve having a radius of 5767.18 feet, a chord of 214.43 feet and a chord bearing of North $36^{\circ}09'50''$ West through a central angle of $02^{\circ}07'49''$ an arc length of 214.44 feet to a point on said Easterly right-of-way lying 209.45 feet at right angles to the South boundary of said Hanson Grant; and the Point of Beginning; thence continue along said right-of-way on a curve having a radius of 5767.18 feet, a chord of 110.67 feet and a chord bearing of North $37^{\circ}46'44''$ West through a central angle of $01^{\circ}05'58''$ an arc length of 110.67 feet to a point; thence North $66^{\circ}12'12''$ East along a line parallel and 316.83 feet North of said Hanson Grant line a distance of 795.93 feet to a point on the Westerly right-of-way line of the Florida East Coast Railway Company; thence South $41^{\circ}09'21''$ East along said Westerly right-of-way a distance of 112.51 feet to a point; thence South $66^{\circ}12'12''$ West along a line parallel with the Hanson Grant line a distance of 802.76 feet to the Point and Place of Beginning.

Exhibit "A" (Deed 1)

{34720/5/DT948873.DOC;1}

Exhibit "B"
Title Exceptions

1. Taxes and assessments for the tax year 2015, and subsequent years, that have become a lien against the property but are not yet due and payable.
2. Easement(s) granted to Southern Bell, recorded in OR Book 549, Page 663, of the Public Records of Martin County, Florida.
3. Easement(s) granted to Southern Bell, recorded in OR Book 689, Page 1086, of the Public Records of Martin County, Florida.
4. Easement(s) granted to City of Stuart, recorded in OR Book 931, Page 1236, of the Public Records of Martin County, Florida.
5. Easement(s) granted to Southern Bell, recorded in OR Book 1297, Page 308, of the Public Records of Martin County, Florida.
6. Reciprocal Easement for Ingress and Egress recorded in OR Book 1922, Page 2170.
7. Amended Easement Deed by Court Order in Settlement of Landowner Action between K & D Investments, LLP, a Florida Limited Liability Partnership, for itself and all others similarly situated, Plaintiff, and Sprint Communications Company L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and Wiltel Communications, LLC, Defendants, dated November 30, 2012 and recorded January 17, 2013 in OR Book 2625, Page 199; Easement Deed by Court Order in Settlement of Landowner Action recorded October 16, 2013 in OR Book 2682, Page 1312; Notice of Substitution of Easement Deed by Court Order in Settlement of Landowner Action dated September 6, 2013 and recorded November 18, 2013 in OR Book 2688, Page 512.
8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
9. Rights of tenants now in possession of the land under unrecorded leases.
10. Matters as shown on Boundary Survey prepared by Stephen J. Brown, Reg. No. 4049 on behalf of Stephen J. Brown, Inc., dated April 10, 2015, Job No. 1018-02-01, as follows:
 - A. Concrete encroaches into easement.
 - B. Adjoiners Concrete encroaches onto subject property.

Exhibit "A" (Deed 1)

{34720/5/DT948873.DOC;1}



Basic Info

PIN	AIN	Situs Address	Website Updated
15-38-41-000-000-00200-0	27884	2655 SE FEDERAL HWY STUART FL	9/22/22

General Information

Property Owners E-Z PAY CARS LLC	Parcel ID 15-38-41-000-000-00200-0	Use Code/Property Class 2700 - 2700 Auto Sales/Repair
Mailing Address 3801 SE FEDERAL HWY STUART FL 34997	Account Number 27884	Neighborhood 50400 Federal_Indian St
Tax District STUART	Property Address 2655 SE FEDERAL HWY STUART FL	Legal Acres 1.95
	Legal Description NLY 110' OF SLY 330' OF GOV LOT 2 E OF F...	Ag Use Size (Acre\Sq Ft) N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	\$ 543,630	\$ 334,530	\$ 878,160	\$ 0	\$ 878,160	\$ 0	\$ 878,160

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 5/18/15	Grantor (Seller) VW CREDIT INC	Doc Num 2516452
Sale Price \$ 1,000,000	Deed Type Special Warranty Deed	Book & Page <u>2785 2187</u>

Legal Description

Exhibit "B" (Record Card 1)

NLY 110' OF SLY 330' OF GOV LOT 2 E OF FED HWY & W OF RY

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.



INSTR # 2516442 OR BK 2785 PG 2144 RECD 05/22/2015 11:15:36 AM
(7 Pgs)

CAROLYN TIMMANN MARTIN COUNTY CLERK
DEED DOC \$36,400.00, MTG DOC \$0.00, INTANGIBLE \$0.00

SPECIAL WARRANTY DEED

Prepared by:
Brandy L. Mathie
Kerr, Russell and Weber, PLC
500 Woodward Avenue, Suite 2500
Detroit, Michigan 48226

Record and return to:
Larry Griffin, Esq.
Haile, Shaw & Pfaffenberger, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, FL 33408

Parcel Identification Nos.: 15-38-41-000-000-00211.0; 15-38-41-000-000-00210.8; 38-38-41-002-020-00000.0; 38-38-41-002-018-00080.7; 38-38-41-002-018-0070.9; 38-38-41-002-018-00060.1

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 18th day of May, 2015 between VW CREDIT, INC., a Delaware Corporation, whose address is 2200 Ferdinand Porsche Drive, Herndon, Virginia 20171 ("Grantor") and WALLACE J 2755 SE FEDERAL HIGHWAY, LLC, a Florida limited liability company, whose post office address is 3801 S.E. Federal Highway, Stuart, Florida 34994 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Five Million Two Hundred Thousand and 00/100 (\$5,200,000.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, its heirs, legal representatives, successors and assigns, all that certain land situate in Martin County, Florida, viz:

See **Exhibit "A"** attached hereto and made a part hereof.

SUBJECT TO real estate taxes accruing subsequent to December 31, 2014 and covenants, conditions, restrictions and easements of record, and those matters specifically set forth on **Exhibit "B"** attached hereto and made a part hereof, none of which are reimposed hereby, and all applicable zoning ordinances and regulations.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple.

TST 60043175

{34720/5/DT948879.DOC;1}

Exhibit "A" (Deed 2)

AND Grantor hereby covenants with Grantee and its heirs, legal representatives, successors and assigns that Grantor, at the time of the ensembling and delivery of these presents, is lawfully seized of said land in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey said land and, subject to the matters excepted herein, hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, though or under the Grantor, but against no others.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and deal the day and year first above written.

Signed, sealed and delivered
in the presence of:

VW Credit, Inc.,
a Delaware corporation

Witness
Name:

M. Danner

By: Christopher Zurick
Name: Christopher Zurick
Title: Real Estate Lending Manager

Witness
Name:

[Signature]

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 15 day of May, 2015, by Christopher Zurick, the Real Estate Lending Manager of VW Credit, Inc., a Delaware corporation, on behalf of the corporation.

Personally known X or produced identification _____

Type of identification produced _____

Elisabeth Anne Hillman
NOTARY PUBLIC

State of Virginia at Large
Name: Elisabeth Anne Hillman

Commission No.: #7581678

Elisabeth Anne Hillman
Notary Public, Commonwealth of Virginia
My Commission Expires Oct. 31, 2018
#7581678

{34720/5/DT948879.DOC;1}

Exhibit "A" (Deed 2)

Exhibit "A"
Legal Description

Land Situated in the County of Martin in the State of Florida:

Parcel 2-B

The West 145 feet of the following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of State Road No. 5 right-of-way and West of Florida East Coast Railway Company right-of-way.

The above described parcel is more particularly described as follows: the part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: Beginning at the intersection of the Easterly right-of-way of U. S. Highway No. 1 (State Road No. 5) and the North boundary line of the Hanson Grant (also the South boundary of said government lot 2) thence run North 66°12'12" East along the said North line of the Hanson Grant a distance of 145.00 feet to a point; thence run North 23°47'48" West a distance of 209.45 feet to a point on a line being parallel and 209.45 feet North of as measured at right angle to the North line of the Hanson Grant; thence South 66°12'12" West along said parallel line a distance of 190.93 feet to a point of curve and the Easterly right-of-way of U. S. Highway No. 1, said curve being concave to the West having a radius of 5767.18 feet, a central angle of 02°07'49", a chord bearing of South 36°09'50" East; thence in a clockwise direction along the arc of said curve a distance of 214.44 feet to the Point and Place of Beginning.

Parcel 3

The following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of the right-of-way of State Road No. 5 and West of the Florida East Coast Railway Company right-of-way, less the West 145 feet.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: commencing at the intersection of the Easterly right-of-way of U. S. Highway No. 1 (State Road No. 5) and the North boundary of the Hanson Grant (also the South boundary of said Government Lot 2), thence run North 66°12'12" East along said North line of said Hanson Grant a distance of 145.00 feet to the Point of Beginning, thence run North 23°47'48" West a distance of 209.45 feet to a point; thence run North 66°12'12" East along a line parallel and being 209.45 feet North at right angle to the North line of the Hanson Grant a distance of 611.83 feet to a point on the Westerly right-of-way line of the Florida East Coast Railway Company; thence South 41°09'21" East along said right-of-way a distance of 142.36 feet to a point on the east line of said Government Lot 2; thence South 00°44'15" West along said Government Lot line a distance of 80.87 feet to a point on the North line of said Hanson Grant; thence South 66°12'12" West along said Hanson Grant line a distance of 620.73 feet to the Point and Place of Beginning.

{34720/5/DT948879.DOC;1}

Exhibit "A" (Deed 2)

Parcel 4

Tracts 20 and 21, of the Sewall's Point Land Company's Plat of Port Sewall Revised, as recorded in Plat Book 3, Page 7, of the public records of Palm Beach (now Martin) County, Florida.

Less:

Being a portion of Tract 20, East of U. S. Highway No. 1, according to Sewall's Point Land Company's Plat of Port Sewall Revised, as recorded in Plat Book 3, Page 7, of the public records of Palm Beach (now Martin) County, Florida, said portion being more particularly described as follows:

Commence at the Southwest corner of said Tract 20, said corner being on the Northerly existing Right of Way line for Southeast Luckhardt Street; Thence North 25 degrees 04'57" West along the common boundary with Tract 19, Sewall's Point Land Company's Plat of Port Sewall Revised, as recorded in Plat Book 3, Page 7, of the Public Records of Palm Beach (now Martin) County, Florida, a distance of 803.82 feet to the North line of said Tract 20; Thence North 64 degrees 55' 03" East, a distance of 100.00 feet along the North line of said Tract 20; thence South 25 degrees 04' 57" East, a distance of 803.82 feet to the Northerly existing Right of Way line for Southeast Luckhardt Street; Thence South 64 degrees 55' 07" West, 100.00 feet to the Point of Commencement.

Parcel 5

The South 75.24 feet as measured at right angles to the North line of Tracts 18 and 19, of the South 200 feet of the North 300 feet of Tracts 18 and 19 East of U.S. Highway No. 1 of Sewall's Point Land Company's Subdivision of Lots 2, 3 and 4 of the Miles or Hanson Grant as petitioned by Commissioners, approved and confirmed, December 17, 1901 by the United States Circuit Court, Fifth Judicial Circuit, according to the revised plats thereof filed and recorded in Plat Book 3, Page 7, Palm Beach (now Martin) County, Florida public records.

And

The Northerly 194 feet, more or less, of the following parcel:

All that part of Lots or Tracts 18 and 19 of the Sewall's Point Land Company's Plat of Port Sewall as recorded in Plat Book 3, Page 7, Palm Beach (now Martin) County, Florida, public records, lying East of U.S. Highway No. 1, less the North 300 feet thereof, and also less those two parcels sold to Edward J. Specikhoff and Rosemary Specikhoff, his wife, by Deeds filed December 9, 1969 and April 21, 1971, recorded in Official Records Book 278, Page 223 and Official Records Book 326, Page 1240, respectively, Martin County, Florida public records; and also less that parcel sold to William A. Chamberlain by deed filed July 25, 1984 and recorded in Official Records Book 609, Page 1730, Martin County, Florida public records.

{34720/5/DT948879.DOC;1}

Exhibit 'A' (Deed 2)

Parcel 6-A

Being a portion of Tracts 18 and 19, lying East of U.S. Highway No. 1 according to the plat of Port Sewall (Official Map Sewall's Point Land Company), as recorded in Plat Book 3, at Page 7, Palm Beach (now Martin) County, Florida, public records:

Known as the North 124.76 feet, as measured at right angles to the North line of said Tracts 18 and 19, of the South 200 feet of the North 300 feet of Tracts 18 and 19 East of U.S. Highway No. 1, of Sewall's Point Land Company's Subdivision of Lots 2, 3 and 4 of the Miles or Hanson Grant as petitioned by Commissioners, approved and confirmed, December 17, 1901, by the United States Circuit Court, Fifth Judicial Circuit, according to the Revised Plats thereof, filed and recorded in Plat Book 3, at Page 7, Palm Beach (now Martin) County, Florida, public records.

Parcel 6-B

Being a portion of Tracts 18 and 19, lying East of U.S. Highway No. 1 according to the plat of Port Sewall (Official Map Sewall's Point Land Company), as recorded in Plat Book 3, at Page 7, Palm Beach (now Martin) County, Florida, public records:

Being the North 100 feet, as measured at right angles to the North line of said Tracts 18 and 19, and also being the North line of the Hanson Grant.

The above parcels 2-B, 3, 4, 5, 6-A & 6-B are also described as follows:

Being a parcel of land lying within Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida and a portion of Tracts 18, 19, 20 and 21 of the Plat of Port Sewall (Official Map Sewall's Point Land Company) as recorded in Plat Book 3, Page 7, Palm Beach (now Martin) County, Florida public records, more particularly described as follows:

Commence at the point of intersection of the East line of said Tract 19 and existing Northerly right-of-way line of SE Luckhardt Street as now laid out and in use; Thence North $66^{\circ}46'22''$ East along said Northerly Right-of-Way line, a distance of 100.00 feet to the Point of Beginning of the following described parcel of land;

Thence North $23^{\circ}13'09''$ West along a line parallel to and 100 feet East as measured perpendicular to, the East line of Tract 19 of Plat of Port Sewall (Official Map Sewall's Point Land Company) as recorded in Plat Book 3, Page 7 Palm Beach (Now Martin) County Florida, a distance of 804.85 feet to a point on the North line of the Hanson Grant; Thence South $66^{\circ}12'12''$ West, along said North line a distance of 100.00 feet to a point on the East line of said Tract 19; Thence South $23^{\circ}13'09''$ East, along said East line a distance of 492.69 feet; Thence departing said East line, South $66^{\circ}12'12''$ West, a distance of 289.19 feet to a point on the Easterly Right-of-Way Line of State Road Number 5 (also known as U.S. Highway 1) as shown on Florida Department of Transportation Map Section 89010-2552, said point being on a curve concaved to the West having a radius of 5767.18 feet, from which a radial line bears South $59^{\circ}50'01''$ West; Thence Northerly along said curve through a central angle of $7^{\circ}05'15''$, an arc

{34720/5/DT948879.DOC;1}

Exhibit 'A' (Need 2)

distance of 713.40 feet; Thence North 66°12'12" East, departing said Easterly Right-of-Way Line, a distance of 801.33 feet to a point on the westerly right-of-way line of the Florida East Coast Railway; Thence along said Right-of-Way Line the following Four (4) courses; South 41°31'50" East, a distance of 143.57 feet; Thence South 00°44'15" West, a distance of 80.12 feet; Thence North 66°12'12" East, a distance of 56.58 feet; Thence South 41°31'50" East, a distance of 851.42 feet; Thence South 66°46'22" West, departing said Westerly Right-of-Way line, and along the Northerly Right-of-Way Line of S.E. Luckhardt Street, a distance of 618.95 feet to the Point of Beginning. Containing 16.54 Acres.

Copy

Copy

Copy

Exhibit 'A' (Deed 2)

{34720/5/DT948879.DOC;1}

Exhibit "B"
Title Exceptions

1. Taxes and assessments for the year 2015, and subsequent years, that have become a lien against the property but are not yet due and payable.
2. Easement(s) granted to Florida Power & Light Company, recorded in OR Book 25, Page 153 (as to Parcels 2-B and 3), of the Public Records of Martin County, Florida.
3. Easement(s) granted to City of Stuart, recorded in OR Book 931, Page 1235 (as to Parcel 2-B), of the Public Records of Martin County, Florida.
4. Reciprocal Easement for Ingress and Egress recorded in OR Book 1922, Page 2170 (as to all parcels).
5. Ordinance by the City of Stuart regarding Land Use recorded in OR Book 2282, Page 2343 (as to Parcel 4).
6. Restriction contained in Warranty Deed recorded in OR Book 1470, Page 1664 (as to Parcels 1 and 4).
7. Easement(s) in favor of Southern Bell, recorded in OR Book 1297, Page 302 (as to Parcel 5).
8. Easement(s) in favor of Southern Bell, recorded in OR Book 1297, Page 305 (as to Parcels 6-A and 6-B).
9. Ordinance by The City of Stuart regarding Annexation recorded in OR Book 1302, Page 1828 (as to Parcels 5, 6-A and 6-B).
10. Administrative Variance No. Z11060002 dated July 20, 2011 and recorded August 2, 2011 in OR Book 2530, Page 982. (as to Parcel 5).
11. Amended Easement Deed by Court Order in Settlement of Landowner Action between K & D Investments, LLP, a Florida Limited Liability Partnership, for itself and all others similarly situated, Plaintiff, and Sprint Communications Company L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and Wiltel Communications, LLC, Defendants, dated November 30, 2012 and recorded January 17, 2013 in OR Book 2625, Page 199; Easement Deed by Court Order in Settlement of Landowner Action recorded October 16, 2013 in OR Book 2682, Page 1312; Notice of Substitution of Easement Deed by Court Order in Settlement of Landowner Action dated September 6, 2013 and recorded November 18, 2013 in OR Book 2688, Page 512.
12. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
13. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
14. Matters as shown on Boundary Survey prepared by Stephen J. Brown, Reg. No. 4049 on behalf of Stephen J. Brown, Inc., dated April 10, 2015, Job No. 1018-02-01, as follows:
 - A. Concrete area on Parcel 5 encroaches into easement
 - B. Concrete area encroaches over the westerly boundary line of Parcel 3.

Exhibit "A" (iDeed 2)

{34720/5/DT948879.DOC;1}



Basic Info

PIN 15-38-41-000-000-00211-0	AIN 132263	Situs Address 2685 SE FEDERAL HWY STUART FL	Website Updated 9/22/22
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General Information

Property Owners

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC

Parcel ID

15-38-41-000-000-00211-0

Use Code/Property Class

2700 - 2700 Auto
Sales/Repair

Mailing Address

3801 SE FEDERAL HWY
STUART FL 34997

Account Number

132263

Neighborhood

50400 Federal_Indian St

Tax District

STUART

Property Address

2685 SE FEDERAL HWY STUART FL

Legal Acres

0.789

Legal Description

W 145' OF THE SLY 209.64' OF GL 2 (AS
MS...

Ag Use Size (Acre\Sq Ft)

N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	\$ 281,440	\$ 202,330	\$ 483,770	\$ 0	\$ 483,770	\$ 0	\$ 483,770

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 5/18/15	Grantor (Seller) VW CREDIT INC	Doc Num 2516442
Sale Price \$ 5,200,000	Deed Type Wd Full Covenant and Warranty Deed	Book & Page <u>2785 2144</u>

Legal Description

Exhibit 'B' (Record Card 2)

W 145' OF THE SLY 209.64' OF GL 2 (AS MSD AT RGHT ANGLES TO N/LN HG) LYING E/O US 1 R/W & W OF FEC RY

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.



Basic Info

PIN 15-38-41-000-000-00210-8	AIN 27885	Situs Address 2675 SE FEDERAL HWY STUART FL	Website Updated 9/22/22
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General Information

Property Owners WALLACE J 2755 SE FEDERAL HIGHWAY LLC	Parcel ID 15-38-41-000-000-00210-8	Use Code/Property Class 1000 - 1000 Vacant Commercial
Mailing Address 3801 SE FEDERAL HWY STUART FL 34997	Account Number 27885	Neighborhood 50400 Federal_Indian St
Tax District STUART	Property Address 2675 SE FEDERAL HWY STUART FL	Legal Acres 3.08
	Legal Description A PARCEL OF LAND LYING IN SEC 15-38-41 M...	Ag Use Size (Acre\Sq Ft) N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	\$ 536,663	\$ 1,520	\$ 538,183	\$ 64,446	\$ 473,737	\$ 0	\$ 473,737

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 5/18/15	Grantor (Seller) VW CREDIT INC	Doc Num 2516442
Sale Price \$ 5,200,000	Deed Type Wd Full Covenant and Warranty Deed	Book & Page <u>2785 2144</u>

Legal Description

Exhibit 'B' (Record Card 3)

A PARCEL OF LAND LYING IN SEC 15-38-41 MARTIN COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED IN OR 2785/2144 PUBLIC RECORDS MARTIN COUNTY FLORIDA

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

LEGAL DESCRIPTION

PARCEL 2-A

(Parcel Control Number: 15-38-41-000-000-00200.0)

Commence at the point of intersection of the Northwest boundary line of the Hanson Grant and the Northeast right-of-way line of U.S. Highway No. 1, in Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida; thence Northwesterly along said right-of-way line a distance of 216.32 feet to a Point of Beginning; thence continue along said right-of-way line a distance of 110 feet; thence North 66°05'27" East, a distance of 794.91 feet to the Southwest right-of-way line of the Florida East Coast Railway Company; thence South 41°53'13" East along said right-of-way line a distance of 111.51 feet; thence South 66°02'57" West along a line parallel to the Northwest line of the Hanson Grant a distance of 802.46 feet to the Point and Place of Beginning.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows:

Commencing at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No.5) and the North boundary of the Hanson Grant (also the South boundary of said Government Lot 2), run Northwesterly along said right-of-way on a curve having a radius of 5767.18 feet, a chord of 214.43 feet and a chord bearing of North 36°09'50" West through a central angle of 02°07'49" an arc length of 214.44 feet to a point on said Easterly right-of-way lying 209.45 feet at right angles to the South boundary of said Hanson Grant; and the Point of Beginning; thence continue along said right-of-way on a curve having a radius of 5767.18 feet, a chord of 110.67 feet and a chord bearing of North 37°46'44" West through a central angle of 01°05'58" an arc length of 110.67 feet to a point; thence North 66°12'12" East along a line parallel and 316.83 feet North of said Hanson Grant line a distance of 795.93 feet to a point on the Westerly right-of-way line of the Florida East Coast Railway Company; thence South 41°09'21" East along said Westerly right-of-way a distance of 112.51 feet to a point; thence South 66°12'12" West along a line parallel with the Hanson Grant line a distance of 802.76 feet to the Point and Place of Beginning.

PARCEL 2-B

(Parcel Control Number: 15-38-41-000-000-00211.0)

The West 145 feet of the following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of State Road No.5 right-of-way and West of Florida East Coast Railway Company right-of-way.

The above described parcel is more particularly described as follows: the part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: Beginning at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No.5) and the North boundary line of the Hanson Grant (also the South boundary of said government lot 2) thence run North 66°12'12" East along the said North line of the Hanson Grant a distance of 145.00 feet to a point; thence run North 23°47'48" West a distance of 209.45 feet to a point on a line being parallel and 209.45 feet North of as measured at right angle to the North line of the Hanson Grant; thence South 66°12'12" West along said parallel line a distance of 190.93 feet to a point of curve and the Easterly right-of-way of U.S. Highway No. 1, said curve being concave to the West having a radius of 5767.18 feet, a central angle of 02°07'49", a chord bearing of South 36°09'50" East; thence in a clockwise direction along the arc of said curve a distance of 214.44 feet to the Point and Place of Beginning.

PARCEL 3

(Parcel Control Number: 15-38-41-000-000-00210.8)

The following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of the right-of-way of State Road No.5 and West of the Florida East Coast Railway Company right-of-way, less the West 145 feet.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: commencing at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No. 5) and the North boundary of the Hanson Grant (also the South boundary of said Government Lot 2), thence run North 66°12'12" East along said North line of said Hanson Grant a distance of 145.00 feet to the Point of Beginning, thence run North 23°47'48" West a distance of 209.45 feet to a point; thence run North 66°12'12" East along a line parallel and being 209.45 feet North at right angles to the North line of the Hanson Grant a distance of 611.83 feet to a point on the Westerly right-of-way line of the Florida East Coast Railway Company; thence South 41°09'21" East along said right-of-way a distance of 142.36 feet to a point on the east line of said Government Lot 2; thence South 00°44'15" West along said Government Lot line a distance of 80.87 feet to a point on the North line of said Hanson Grant; thence South 66°12'12" West along said Hanson Grant line a distance of 620.73 feet to the Point and Place of Beginning.

2565 PROPERTIES LLC
2565 SE FEDERAL HWY
STUART FL 34994

BJ2489 HOLDINGS LLC
6792 SE TWIN OAKS CIR
STUART FL 34997

DJD PROPERTIES LLC
450 SEVILLA AVE
CORAL GABLES FL 33134

435 PROPERTIES LLC
1169 FAULKNER TERR
PALM BEACH GARDENS FL 33418

BUTEUX RICHARD E
527 SW SIESTA WAY
STUART FL 34994

E-Z PAY CARS LLC
3801 SE FEDERAL HWY
STUART FL 34997

ADAM & JAY LLC
2383 SE DIXIE HWY
STUART FL 34996

CK GROUP LLC
2385 SE DIXIE HWY
STUART FL 34996

FLORIDA EAST COAST RAILWAY LLC
7150 PHILIPS HWY
JACKSONVILLE FL 32256

ADAM & JAY LLC
2383 SE DIXIE HWY
STUART FL 34996

CK GROUP LLC
2385 SE DIXIE HWY
STUART FL 34996

G1F LLC
2399 SE DIXIE HWY
STUART FL 34996

ADAM & JAY LLC
2383 SE DIXIE HWY
STUART FL 34996

CONNELLY HOLDINGS LLC
3870 SW CANOE CREEK TERR
PALM CITY FL 34990

J & S PROPERTY DEVELOPMENT LLC
530 E MELDRUM CIR
SAINT CLAIR MI 48079

ALDEMAR INVESTMENTS LLC
(#45-3304031)
2361 NW COVE VW
STUART FL 34994

CONNELLY HOLDINGS LLC
3870 SW CANOE CREEK TERR
PALM CITY FL 34990

J & S PROPERTY DEVELOPMENT LLC
530 E MELDRUM CIR
SAINT CLAIR MI 48079

BARON FEDERAL LLC
1437 LONG MEADOW WAY
WINDERMERE FL 34786

CRISMAR HOLDINGS LLC
3329 BRADENHAM LN
DAVIE FL 33328

J & S PROPERTY DEVELOPMENT LLC
530 E MELDRUM CIR
SAINT CLAIR MI 48079

BARRETT MICHAEL
10 PALM RD
STUART FL 34996

DAYNART INC
3131 SE ST LUCIE BLVD
STUART FL 34997

J & S PROPERTY DEVELOPMENT LLC
530 E MELDRUM CIR
SAINT CLAIR MI 48079

BB & J LLC
4869 SE QUAIL TRL
STUART FL 34997

DAYNART INC
15 SW FLAGLER AVE
STUART FL 34994

J & S PROPERTY DEVELOPMENT LLC
530 E MELDRUM CIR
SAINT CLAIR MI 48079

BB & J LLC
4869 SE QUAIL TRL
STUART FL 34997

DEJOHN FAMILY LLLP
10 HERITAGE WAY
STUART FL 34996

KAMPER GROUP LLC
2441 SE DIXIE HWY
STUART FL 34996

LA FAMILIA 44 LLC
906 SW 37TH CT
BOYNTON BEACH FL 33435

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

PARK AND SHOP OF FLORIDA INC
BRAIRWOOD GROUP LLC
7350 POINT OF ROCKS RD
SARASOTA FL 34242

LA FAMILIA 44 LLC
906 SW 37TH CT
BOYNTON BEACH FL 33435

MARTIN SQUARE CORPORATE PARK
PROPERTY OWNERS ASSOCIATI
PO BOX 899
STUART FL 34995

PORTER JIMMIE II PORTER KAREN J
2295 SW DANFORTH CIR
PALM CITY FL 34990

LAFLAMME HOLDINGS LLC
2575 SE FEDERAL HWY #102
STUART FL 34997

MK BROWN HOLDINGS XVII LLC
3322 SE GRAN PARK WAY
STUART FL 34997

POSDAL BEN
PO BOX 218
PORT SALERNO FL 34992

LATA LLC
3131 SE ST LUCIE BLVD
STUART FL 34997

MLBS LLC
1303 SE MADISON AVE
STUART FL 34996

PRIVATE STOCK AUTO COLLECTION INC
2387 SE DIXIE HWY
STUART FL 34996

LATA LLC
3131 SE SAINT LUCIE BLVD
STUART FL 34997

MOORE, MICHAEL MOORE, SHEILA
2389 SE DIXIE HWY
STUART FL 34994

RECREATIONAL POOLS INC
PO BOX 691
JENSEN BEACH FL 34958

LUMAX HOLDINGS LLC
2431 S E DIXIE HWY
STUART FL 34996

OETINGER DESIGNS INC
6473 SE LOCKERBY PL
HOBE SOUND FL 33455

REPASS GEORGE
6500 SE HARBOR CIR
STUART FL 34996

MARCEL RAPPOLD REVOCABLE LIVING
TRUST
2680 SE FEDERAL HWY
STUART FL 34994

OHAY WILLIAM K
2417 SE DIXIE HWY
STUART FL 34996

RICHARD DATZ INC
1873 SW MOCKINGBIRD LN
PALM CITY FL 34990

MARGUIN, RONALD G
3809 SE QUANSET TER
STUART FL 34997

PACHECO JUAN PACHECO BERTHA L
2158 SE LETHA CT
STUART FL 34994

RICHARD DATZ INC
1873 SW MOCKINGBIRD LN
PALM CITY FL 34990

MARGUIN, RONALD G
3809 SE QUANSET TER
STUART FL 34997

PACIFIC STAR 5 INC
18909 NE 29TH AVE
AVENTURA FL 33180

ROPEN CC LLC
4101 SW LEIGHTON FARM AVE
PALM CITY FL 34990

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

PARADISE PROP HOLDINGS LLC
1560 SE HAMPSHIRE WAY #102
STUART FL 34994

RS & CS HOLDINGS INC
2493 SE DIXIE HWY
STUART FL 34996

RS & CS HOLDINGS INC
2493 SE DIXIE HWY
STUART FL 34996

VAUGHN NIMMER ASSETS LLC
1201 SE EAST ST JOSEPHS ST
STUART FL 34996

WESEL HOLDINGS INC
10925 SE FEDERAL HWY
HOBE SOUND FL 33455

RS & CS HOLDINGS INC
2493 SE DIXIE HWY
STUART FL 34996

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

WESEL HOLDINGS INC
8512 SE DUNCAN ST
HOBE SOUND FL 33455

SOUTHERN PIG & CATTLE COMPANY LLC
2583 SE FEDERAL HWY
STUART FL 34994

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

WILLIAM M SNEED LIVING TRUST
3801 SE FAIRWAY WEST
STUART FL 34997

STIBUREK JOHN STIBUREK MARGARET
1395 SW 34TH ST
PALM CITY FL 34990

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

STUART AIRPORT BUSINESS PARK
CONDOMINIUM ASSOCIATION INC
2417 SE DIXIE HWY
STUART FL 34996

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

STUART JB HOLDINGS LLC
2479 SE DIXIE HWY
STUART FL 34996

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

STUART RETAIL LLC
2875 NE 191ST ST #703A
AVENTURA FL 33180

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

TOTAL EVENT & ASSOCIATION MANAGEMENT
INC
2409 SE DIXIE HWY
STUART FL 34996

WALLACE V 2805 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

TURNBLACER LLC
PO BOX 41
EDGEWATER FL 32132

WESEL HOLDINGS INC
8512 SE DUNCAN ST
HOBE SOUND FL 33455

TURNBLACER LLC
PO BOX 41
EDGEWATER FL 32132

WESEL HOLDINGS INC
8512 SE DUNCAN ST
HOBE SOUND FL 33455

EXHIBIT “C”

Posted Sign Photographs

NOTICE OF PUBLIC HEARING MAJOR PUD AMENDMENT REQUEST FOR WALLACE VOLVO

Request to consider a Major PUD Amendment Request to
build an automotive showroom, office space and repair bays
on approx. 5.78 Acres of land.

STUART LOCAL PLANNING AGENCY

Oct. 13th, 2022 AT 5:30 PM.

STUART CITY COMMISSION

Oct. 24th, 2022 AT 5:30 P.M.

STUART CITY HALL 121 SW FLAGLER AVE. 372-233-5328 8:30 AM-4:30 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

**PAY HERE
BUY HERE
PAY HERE**

**NOTICE OF PUBLIC HEARING
MAJOR PUD AMENDMENT REQUEST
FOR WALLACE VOLVO**

Request to consider a Major PUD Amendment Request to
build an automotive showroom, office space and repair bays
on approx. 5.78 Acres of land.

STUART LOCAL PLANNING AGENCY

Oct. 13th, 2022 AT 5:30 PM.

STUART CITY COMMISSION

Oct. 24th, 2022 AT 5:30 P.M.

STUART CITY HALL 131 SW FLAGLER AVE. 772-281-5326 8:30 AM-4:00 PM

VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

D-Signs, LLC
911 S.E. Hillcrest Ave.
Stuart, FL 34994

Sept. 26, 2022

McCarthy Summers

REF: Wallace Automotive LPA

Attn:

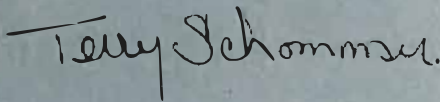
This Letter is to Certify that the above referenced sign was installed per City of Stuart requirements. This sign was posted according to and complies with the standards of the notice provisions of Article 10, Section 10.6 Development Review Procedures.

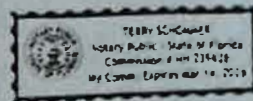

Kurt C. Larsen

9-26-2022
Date

State of Florida
County of Martin

Kurt C. Larsen, who is personally known to me, who did not take an oath,
acknowledged the foregoing instrument before me on 9-26-2022.





Return to:

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

ORDINANCE NO. 2109-07

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING A PARCEL OF LAND CONSISTING OF 10.6 ACRES OWNED BY AJAX DEVELOPMENT CORPORATION; LOCATED, EAST OF US1, WEST OF FEC RAILWAY IN UNINCOPORATED MARTIN COUNTY; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, Petitioner(s), Ajax Development Corp, A Florida corporation, constituting all of the fee simple title holders to those lands located at 1400 S.E. Luckhardt Street, East of US 1, and west of the Florida East Coast Railway, and more particularly described in **Exhibit "A"**, attached hereto and made a part thereof, have voluntarily requested the City of Stuart annex said lands into the corporate limits of the City; and

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

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

Section 1. Findings. The City Commission finds the above statements are true and correct,

and serve as a basis for consideration of this ordinance; that said lands are reasonably compact, and are contiguous with the corporate limits of the City of Stuart, create no enclaves, and the City can effectively provide police, fire, and sanitary services to said land, all in compliance with the terms and requirements of Chapter 171, Florida Statutes, and the City of Stuart Code.

Section 2. Annexation. The City Commission has determined that development of said lands upon annexation shall be in accordance with the regulatory requirements of Martin County, until such time as the City's Comprehensive Land Use Plan amendment herein shall become effective; and that the parcel of land more particularly described in **Exhibit "A"**, is hereby annexed into and shall be within the corporate limits of the City of Stuart, Florida, and that same shall henceforth be a part of said City as if said lands were originally a part of the City of Stuart.

Section 3. Future Development Conditions.

1) Ordinance Number 1773-01 "STUART VOLKSWAGEN" dealership at 2805 S. Federal Highway previously annexed, providing for development documents, for development conditions, and for development standards; shall remain in full force and effect unless otherwise later amended or revoked.

2) The Final Development Plan / Construction drawings shall be submitted for review and approval prior to the issuance of any development permits.

3) Any future development on the subject property shall tie in to the City sewer system and potable water system.

4) The project shall comply with the City's Concurrency Management System prior to the issuance of any development permits.

5) Outdoor storage of equipment and materials or supplies shall in accordance with section 7.02.00(outdoor storage) the City's LDR.

6) All vehicle repair, maintenance, bodywork, etc. shall be done within a completely enclosed building. No work shall be permitted outdoors of the maintenance facility.

7) All vehicles shall be kept in an orderly fashion to allow emergency access to the site and facility.

8) Overflow parking for the B&A flea market shall be permitted on weekends only.

Section 4. Directions to the City Clerk. The City Clerk shall cause the boundaries as set forth in the City's Charter to be amended and codified. The City Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court in Martin County, the Chief Administrative Officer of Martin County, and the Florida Department of State within seven (7) days following adoption, in accordance with Section 171.044, Florida Statutes. Upon complete execution of this Ordinance, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date: This ordinance shall be effective upon its adoption.

ADOPTED on First Reading this 21 day of May, 2007.

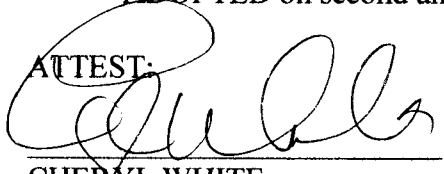
Commissioner Waxler offered the foregoing ordinance and moved its adoption. The motion was seconded by Commissioner Mortell and upon being put to a roll call vote, the vote was as follows:

MARY HUTCHINSON, MAYOR
JEFFREY KRAUSKOPF, VICE MAYOR
JAMES CHRISTIE, COMMISSIONER
MICHAEL MORTELL, COMMISSIONER
CAROL WAXLER, COMMISSIONER

YES	NO	ABSENT
x		
		x
		x
x		
x		

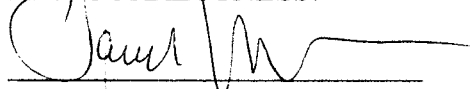
ADOPTED on second and final reading this 25 day of June, 2007.

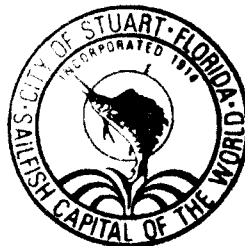
ATTEST:


CHERYL WHITE
CITY CLERK


MARY L. HUTCHINSON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
CITY ATTORNEY

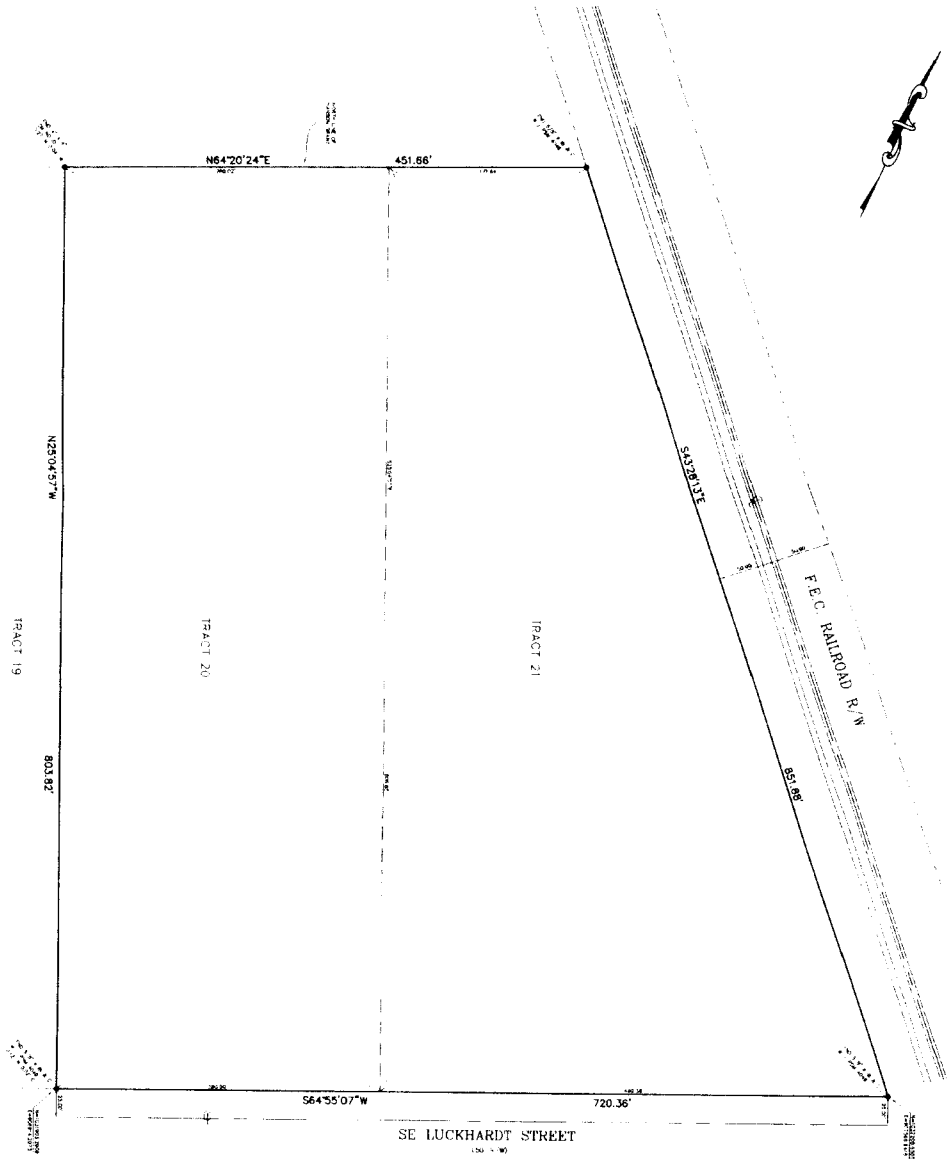


Cheryl A. White
City Clerk

RENDERED & FILED IN
THE OFFICE OF
THE STUART CITY CLERK

ON July 16, 2007.

P



1. PROPERTY ADDRESS:
2. CERTIFIED TO:

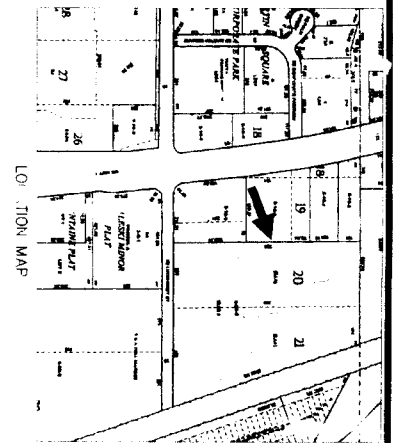
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STEPHEN J. BROWN INC.

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPING
REGISTRATION NO. 4095, STATE OF FLORIDA

LEGAL DESCRIPTION

PAGES 20 AND 21 OF THE FINAL REPORT AND CONCLUSIONS OF THE INVESTIGATION AS WELL AS THE ATTACHMENT TO PAGE 2, PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, DALLAS, TEXAS, FLORIDA.



NOTES:

1. The first step in the process of identifying the problem is to determine the nature of the problem. This involves a thorough analysis of the situation and the identification of the key factors involved. The next step is to develop a plan of action, which should be based on the findings of the analysis. This plan should outline the steps that need to be taken to address the problem, and it should also specify the resources that will be required. Once the plan has been developed, the next step is to implement it. This involves putting the plan into action and monitoring the progress. Finally, the last step is to evaluate the results. This involves assessing the effectiveness of the plan and identifying any areas for improvement.

BOUNDARY SURVEY

PREPARED FOR: AJAY DEVELOPMENT CORP.

STEPHEN J. BROWN, INC. LICENSED BUSINESS NUMBER 664
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 877-22-2867/136



INSTR # 2042511
OR BK 02282 PG 2343
Pgs 2343 - 2348; (6pgs)
RECORDED 10/04/2007 10:37:08 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

Return to:

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

ORDINANCE NO. 2110-07

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE CITY OF STUART TO "COMMERCIAL," PURSUANT TO THE COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA FOR A PARCEL OF LAND CONSISTING OF 10.6 ACRES OWNED BY AJAX DEVELOPMENT CORPORATION LOCATED AT EAST OF US1, WEST OF FEC RAILWAY IN STUART, FLORIDA; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; SAID LANDS TO BE CONCURRENTLY DESIGNATED AS A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) LAND DEVELOPMENT (ZONING) DISTRICT ON THE CITY OF STUART OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, Petitioner(s), Ajax Development Corp, A Florida corporation constituting all of the fee simple title holders to those lands located at S.E. Luckhardt Street East of US 1, and more particularly described in **Exhibit "A"**, attached hereto and made a part thereof, and



October 3, 2022
068.462

Bonnie Landry, AICP
Planning Consultant
CITY OF STUART
121 SW Flagler Ave
Stuart, FL 34994
(772) 266-9427
blandry@ci.stuart.fl.us

RE: WALLACE VOLVO – MAJOR PUD AMENDMENT
1ST APPLICATION REVIEW

Dear Mrs. Landry:

CAPTEC Engineering (CAPTEC) has reviewed the submittal materials received via email on September 22, 2022. The Applicant is requesting a Major PUD Amendment for the Wallace Volvo site, located at 2675 SE Federal Highway, in Stuart.

CAPTEC has reviewed the information submitted to the City on June 22, 2022 and on August 29, 2022. We note that the following items were provided by the City of Stuart:

Dated June 22, 2022:

- Zoning and FLU Maps
- Boundary Survey
- Revised CPUD Site Plan
- Landscape Plan
- Preliminary Civil Construction Plan Set
- Traffic Study
- Lighting Plan
- AutoTurn Plans (Sanitation Truck, Auto Carrier, Fire Trucks)

Dated August 29, 2022:

- Boundary Survey, signed & sealed, revised to include the Site acreage
- Revised CPUD Site Plan
- Civil Construction Plan Set including utility specifications and details sheets
- Geotechnical Report
- Photometric Plan
- Unified Sign Plan

CAPTEC has reviewed the following Civil Engineering items for conformance with City of Stuart regulations:

Dated June 22, 2022:

- Revised CPUD Site Plan
- Preliminary Civil Construction Plan Set
- AutoTurn Plans (Sanitation Truck, Auto Carrier, Fire Trucks)

Dated August 29, 2022:

- Revised CPUD Site Plan
- Civil Construction Plan Set including utility specifications and details sheets

1. 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), Martin County Public Works for roadway and driveway connections, and FDOT for drainage and driveway connections.
2. The City of Stuart Public Works, Utility and Fire Departments should review the plan for water, sewer, dumpster, fire hydrant, fire lane, utility separation requirements and accessibility.

Based on our review, the following items will need to be submitted:

Drainage Calculations

For a Major PUD Amendment, final drainage calculations are not required. However, preliminary calculations demonstrating that the stormwater management system will accommodate the water quality and attenuation for the entire project, including the additional proposed impervious area, will be required. Note that stabilized parking area are considered impervious for drainage calculations. In addition, it appears that the proposed stormwater system will interconnect the on-site 'stormwater management' pond in the northeast corner of the site to an off-site pond south of the property. Please provide calculations demonstrating that the system will function adequately and will not cause increased design storm elevations on adjacent properties. Also, documentation regarding ownership and maintenance of the shared stormwater management system must be provided.

All stormwater management calculations must be in accordance with City of Stuart Land Development Code Section 6.03.

Site Plan (from LDC Appendix C – Site Plan Components)

- Add number of buildings with total square footage of each building.
- Add handicap parking calculation.
- Add existing uses and zoning on adjacent property.
- Add minimum finished floor elevations of subject property and adjacent property.
- Ensure handicap access to all points of entry.

Civil Construction Plan Set

- Provide sufficient details for the stormwater management system to demonstrate that adequate water quality treatment is being provided and the design stages will meet City of Stuart regulations.
- Add finished floor elevations for the two existing buildings.
- Provide sufficient off-site topography and add flow arrows to show off-site drainage patterns drainage patterns.
- Demonstrate that the 100-year – 3 day storm event is contained on-site if there is no legal outfall.
- Provide cross sections of proposed roads / parking lots.
- Provide cross sections of the proposed 'stormwater management' area.
- Provide cross sections at property boundaries to demonstrate how the project will tie into adjacent properties.

AutoTurn Plans

- The AutoTurn Plans are sufficient for this level of review. No comments.

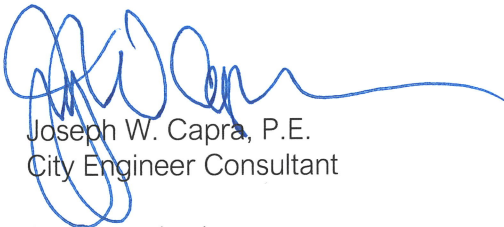
CAPTEC performed this review for the City of Stuart in order to confirm compliance with the applicable City of Stuart Codes and Regulations. Neither the Reviewer nor the City of Stuart is the Design Engineer of Record and, therefore, neither entity accepts responsibility for the accuracy or contents of the design documents and/or other data submitted by the Applicant. This project has not been reviewed for any Martin Count/FDOT criteria.

CAPTEC's fees for the above stated review are attached. Payment is due upon receipt of this letter to the applicant. CAPTEC will not review further response to comments until all prior fees are paid in full.

Please note suggestions provided by CAPTEC are offered in order to assist the Applicant in complying with the City of Stuart Codes and Regulations. However, the Applicant bears the burden of demonstrating that their submittal meets the applicable City Code requirements.

If you should need further clarification or have any questions with regard to this matter, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Capra', with a long horizontal flourish extending to the right.

Joseph W. Capra, P.E.
City Engineer Consultant

Attachment: invoice

JWC/TA/gc
P:\000\068\068.462 Wallace Volvo\2022-1003 1st review - Major PUD Amendment.docx

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 10/24/2022

Prepared by: Bonnie Landry

Title of Item:

FIRE STATION 3 - REZONE FROM CPUD TO PUBLIC (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2506-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP; TO REZONE A 1.78-ACRE PARCEL; LOCATED AT 3473 NW GREEN RIVER PARKWAY; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO PUBLIC; DEVELOPING THE SITE FOR A NEW FIRE STATION WITH 6,523 SQ FT TO SERVE THE NORTHERN PART OF THE CITY; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The subject property is located on a parcel that has recently been assigned a future land use of Public by the City Commission. The prior CPUD zoning is no longer appropriate requires amendment. This ordinance will rezone the parcel from CPUD to Public, which will bring it into compliance with the new Future Land Use of Public. The rezoning is in compliance with the Comprehensive Plan and is compatible with the surrounding zoning.

The Local Planning Agency met on October 13, 2022, reviewed the request and voted unanimously to recommend the City Commission approve this Ordinance as drafted.

Funding Source:

n/a

Recommended Action:

Staff recommends approval of the rezoning request from CPUD to Public.

ATTACHMENTS:

1. A. Staff Report Fire Station 3 - Rezone
2. B.1 Draft Ordinance 2506-2022
3. B.2 Ordinance 2506 Exhibit D_V2
4. C. Application
5. D. Affidavit & Pictures



Ordinance 2506-2022 Staff Report

A. Application

Fire Station 3
Rezone from CPUD to Public
Application Number: Z22080001

Applicant	City of Stuart
Property Owner	City of Stuart
Agent for Applicant	CAPTEC Engineering, Inc.
Date of Report	October 13, 2022

B. Executive Summary and Background

Executive Summary

The intent of this application is to rezone the parcel to Public zoning district allow the construction of Fire Station 3 on 1.78 acres of land located at 3473 NW Green River Parkway. This Fire Station will allow the City to continue to deliver critical, efficient public safety services to the northern part of the City of Stuart.

The Applicant is requesting a zoning change from CPUD to Public. This request has a companion item for the same parcel for a Small-Scale Future Land Use Map

On October 13, 2022, the Local Planning Agency (LPA) recommended approval of the subject petition to the City Commission.

Staff recommends approval of Ordinance 2506-2022.

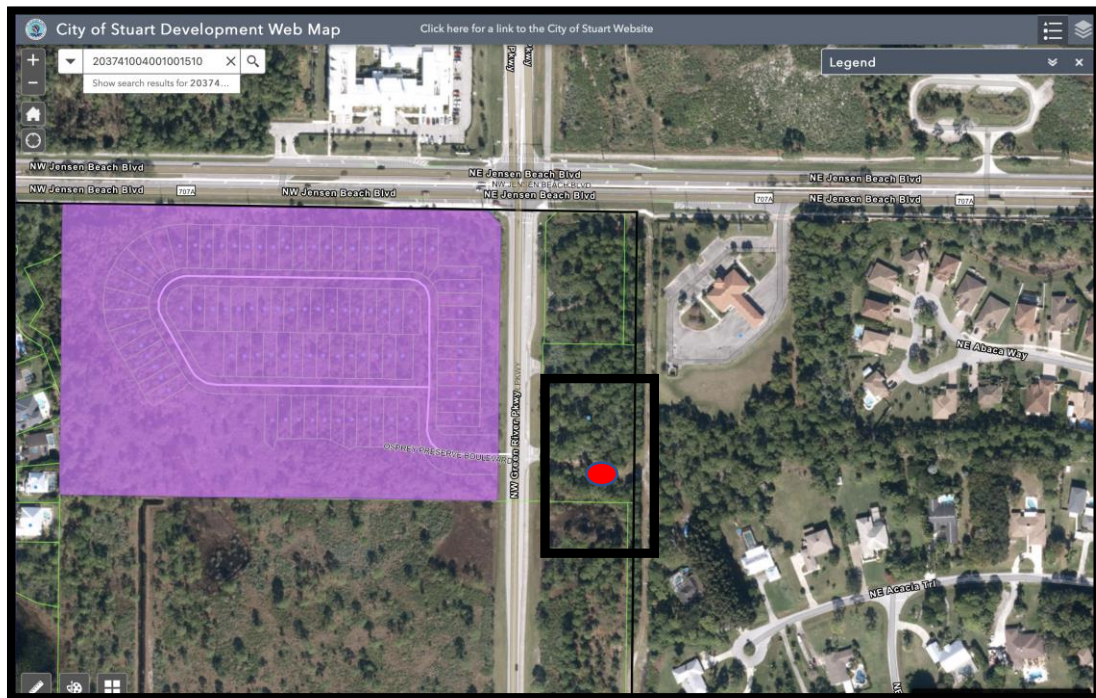
Background

The subject parcel is currently vacant and strategically located near the corner of Green River Parkway and Jensen Beach Boulevard allowing the City to have a fire station north of the Roosevelt Bridge.

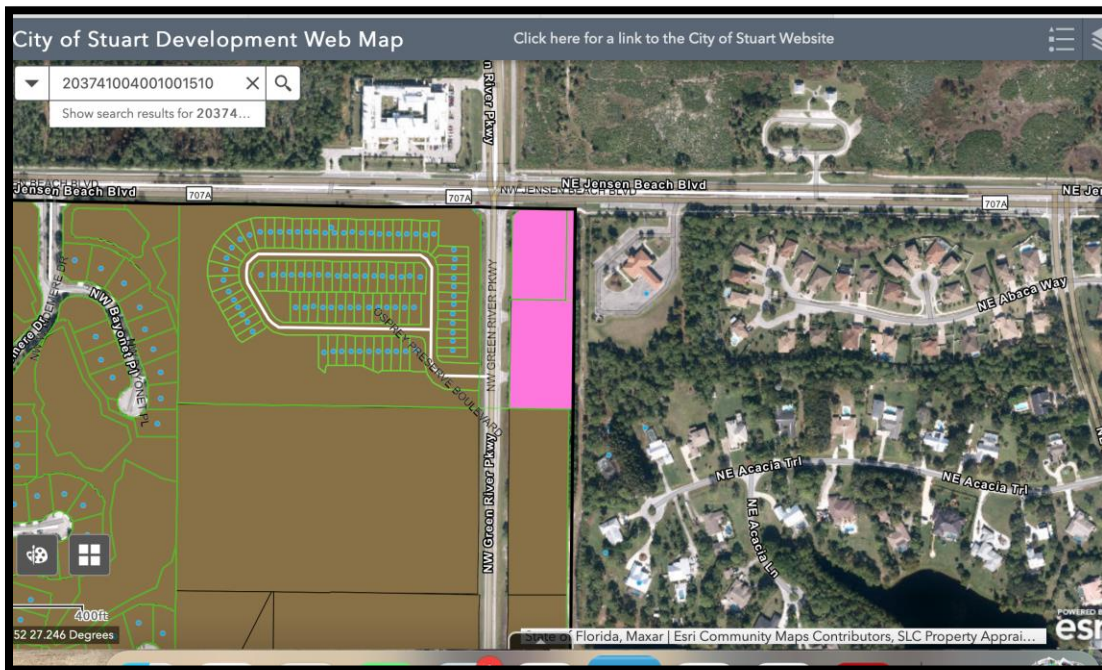
Address	3473 NW Green River Parkway
Parcel Number(s)	20-37-41-004-001-00151-0
Existing Zoning	CPUD
Future Land Use	Commercial

Site Area (acres)	1.78
Present Use	Vacant Land
Proposed Future Land Use Designation	Public
Proposed Zoning District	Public
Proposed Use	Fire Station

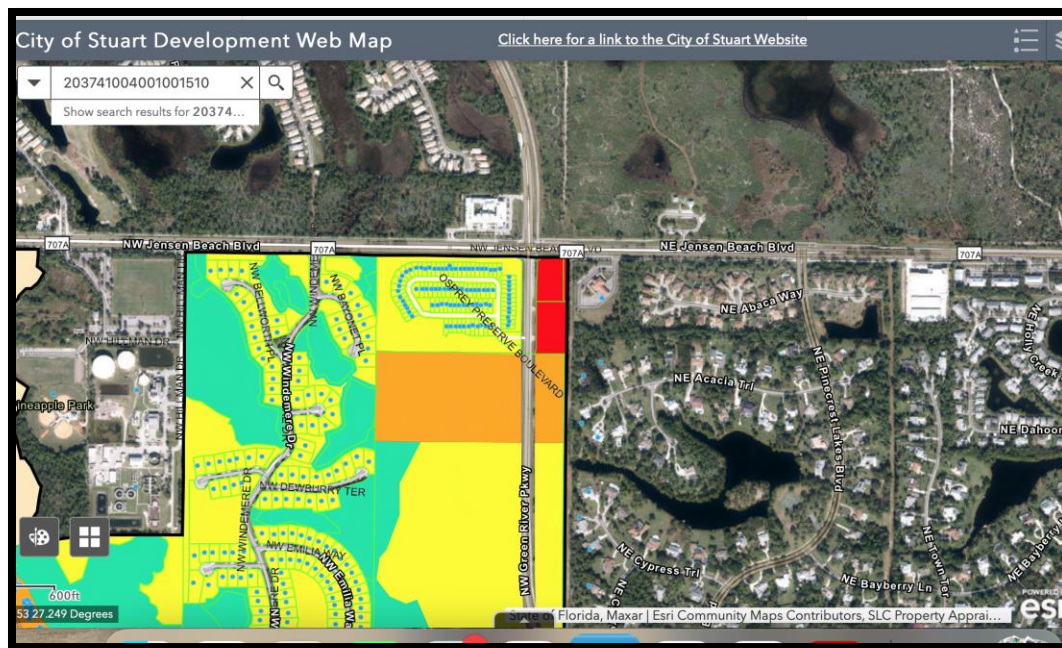
Location Map



Existing Zoning Map



Existing Future Land Use Map



B. Determination of compliance with Comprehensive Plan

Upon approval of the companion agenda item for the Future Land Use (FLU) Map amendment of the site, the corresponding zoning of Public will be consistent with the FLU of Public. The proposal complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan:

Policy 8.A1.2. Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

- a. Whether the project is needed to protect public health, welfare and safety; to fulfill the City's legal commitment to provide facilities and services; or to preserve or achieve full use of existing facilities;
- b. Whether the project increases efficiency of use of existing facilities; prevents or reduces future improvement cost; provides service to developed areas lacking full service to eliminate existing deficits; serves public schools; or promotes in-fill development and redevelopment;

Staff Analysis: Consistent. Fire Stations provide vital life safety services to the City. Public health, safety and welfare are a prioritized capital improvement.

Policy 4.A3.2. The Five-Year Public Facility work programs and the Ten-Year Water Supply Facilities Work Plan, consistent with the Capital Improvements Element of this Plan, shall be evaluated on an annual basis in order to ensure that necessary projects are prioritized based upon current conditions and future resident demand. Based upon the annual evaluation, amend the Comprehensive Plan as necessary, including updating level of service standards.

Staff Analysis: Consistent. This facility is prioritized because of its life safety services and are prioritized as this fire station will provide services to the northern part of the City and needed for both current and future residents; needs.

Policy 1.B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

Staff Analysis: Consistent. The future fire station architecture is designed to be harmonious with the surrounding area.

Policy 1.B3.9. The City shall implement architectural and site design requirements for commercial development that utilize "Crime Prevention Through Environmental Design" principles include natural surveillance and defensible space. This shall include site designs that provide for unobstructed supervision of public activity areas and access points by occupants and law enforcement while conducting routine activities and thereby discouraging criminal activity.

Staff Analysis: Consistent. The design will include CPTED elements to ensure a safe and defensible space.

C. Project Details

Traffic

The City's Traffic Consultant, Kimley Horn and Associates, Inc., has completed the review of the applicant's Traffic Analysis and confirmed that the proposed development is consistent with the City's Concurrency Requirements. The total trip generation potential for the proposed fire station is 7 PM peak hour trips (2 entering / 5 exiting). Access to the site is provided via SE Green River Parkway. The traffic statement demonstrates that the study area roadways will operate acceptably upon project buildout.

Existing Site Details

The subject property is vacant

Proposed Project Details

Access and Circulation

Access to the site is provided via SE Green River Parkway.

Building Area and Site Layout

The proposed construction includes a single-story Fire Station with three drive through apparatus bays to serve the northern portion of the City. The project will be constructed in a single phase on vacant property with two existing curb cuts along Green River Parkway. The project will also include impervious on-site parking for staff members and general public, and a surface water management system.

Building Description: The station will have six private bunks and a private officer bunk. The building has flat roofs, with a lower roof above the living quarters and a higher roof above the apparatus bay. The roofs have a minimum parapet height of 24" to screen rooftop equipment. An internal roof ladder and hatch provides access to the low roofs. A fixed exterior ladder on the east elevation, which is not visible from the public right of way provides access to the high roof. The building has a light grey base color with an accent color matching the City of Stuart Fire Department. The windows frames are white and apparatus bay doors are white. The building will be fully sprinklered.

Parking

The fire station will meet the parking requirements with 17 total parking spaces (5 employee, 7 visitor and 1 disabled).

Landscaping, Open Space, and Native Vegetation Area

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.

D. Conclusion

City staff and the City's consultants have determined that the proposed rezoning from CPUD to Public meets the requirements of the Land Development Code. The project complies with many objectives and policies within the City's Comprehensive Plan to continue to provide the vital services of public safety.

Staff recommends approval of Ordinance 2506-2022.



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

ORDINANCE NUMBER 2506-2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP; TO REZONE A 1.78-ACRE PARCEL; LOCATED AT 3473 NW GREEN RIVER PARKWAY; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO PUBLIC; DEVELOPING THE SITE FOR A NEW FIRE STATION WITH 6,523 SQ FT TO SERVE THE NORTHNERN PART OF THE CITY; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on December 11, 1989, the City of Stuart City Commission approved Ordinance Number 1174-89, adopting a comprehensive growth management plan as mandated by the local government comprehensive planning and land development regulation act, Chapter 163, Part II, Florida State Statutes, also known as the City of Stuart Comprehensive Plan; and

WHEREAS, the City of Stuart City Commission adopted Ordinance 2503-2022, approving a future land use map amendment of this property from Commercial to Public; and

WHEREAS, the Local Planning Agency board held a properly noticed public hearing at a regularly scheduled meeting on October 13, 2022, to consider the applicant's request and recommended approval of the subject petition to the City Commission; and

WHEREAS, the City Commission held a properly noticed public hearing at a regularly scheduled City Commission to consider the application by City Of Stuart (applicant) for a 1.78 - acre parcel of land; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for zoning designations, and has also considered the recommendation of City staff; and

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 Rezoning; 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 City of Stuart has determined that changing the Land Development Zoning District for said lands is in the best interest of the City; 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; and development conditions attached hereto as **Exhibit “C**.

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

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

- a. **COS FIRE STATION Site Plan, prepared by *CAPTEC Engineering, Inc*, dated September 21, 2022.**
- b. **Boundary & Topographic Survey, Sheets 1-2, prepared by *Betsy Lindsay, Inc.* dated April 11, 2022.**
- c. **Fire Access Exhibit, Sheet SP-3, prepared by *CAPTEC Engineering, Inc*, dated September 30, 2022.**
- d. **Landscape Plans, Sheets L-1 through L-9, prepared by *Michael Flaugh, Landscape Architect*, dated August 15, 2022.**
- e. **Building Elevations, Sheet A6.10, prepared by *PGAL*, dated August 2, 2022.**
- f. **Overall Floor Plans, Sheet A2.10, prepared by *PGAL*, dated July 18, 2022.**
- g. **Traffic Analysis, prepared MacKenzie Engineering & Planning, dated September 27, 2022.**

SECTION 2: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as “Public” amended by this ordinance to provide for the construction of City of Stuart Fire Station 3.

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 and Florida Building 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.

SECTION 6: This ordinance shall be effective upon the following to occur: adoption by the City Commission.

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, the City Clerk is directed to record this Ordinance 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:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

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

ATTEST:

Fire Station 3 Rezone to Public – Ordinance 2506-2022

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

EXHIBIT A – LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SEC 20-37-41 MARTIN COUNTY FLORIDA
BEING A PORTION OF LOT 15 & 16 BLOCK 1 SAINT LUCIE GARDENS
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 PAGE
35 PUBLIC RECORDS ST LUCIE NOW MARTIN COUNTY FLORIDA BEING
MORE PARTICULARLY DESCRIBED IN OR 3030/2484 PUBLIC RECORDS
MARTIN COUNTY FLORIDA

(The remainder of this page intentionally left blank)

EXHIBIT B – LOCATION MAP

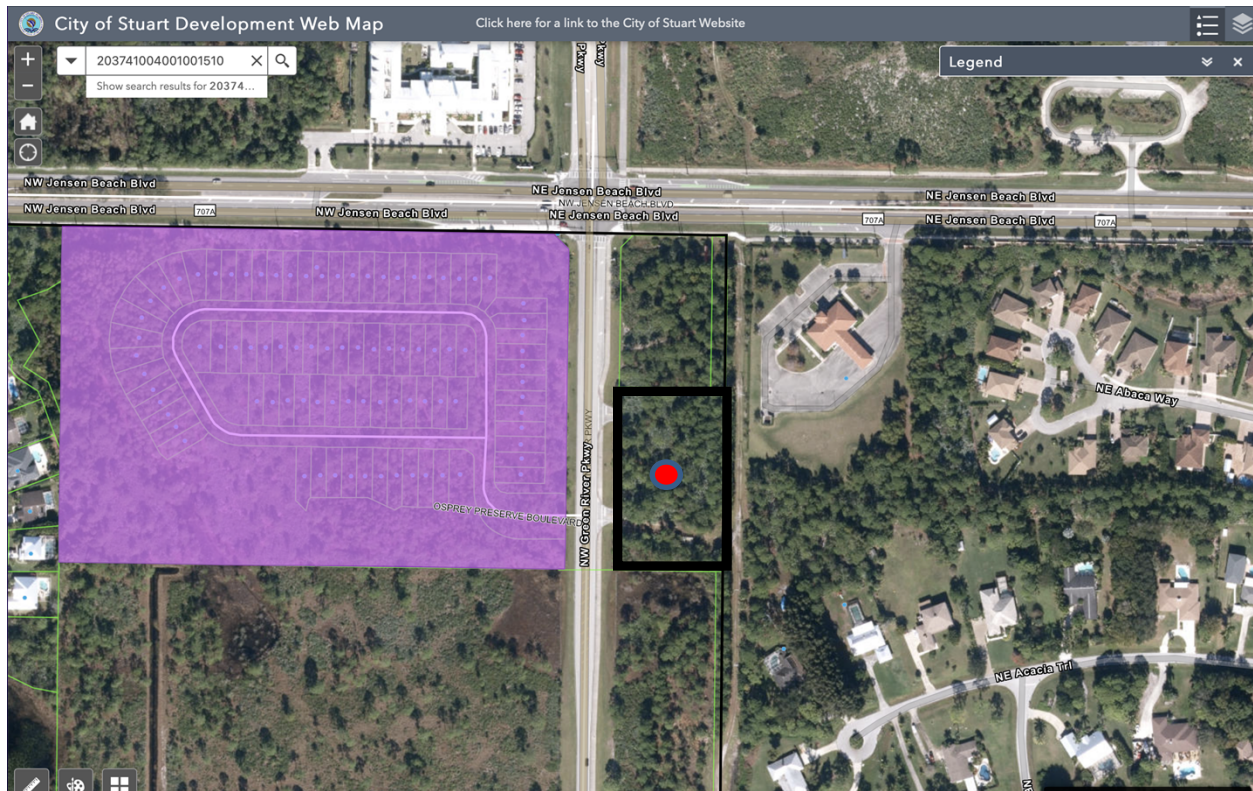
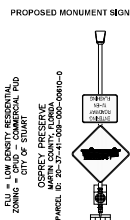


EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

The City of Stuart Fire Station 3 NON-PUD project and use thereof shall comply with the following plans and documents:

- a. **COS FIRE STATION Site Plan, prepared by *CAPTEC Engineering, Inc.*, dated September 21, 2022.**
- b. **Boundary & Topographic Survey, Sheets 1-2, prepared by *Betsy Lindsay, Inc.* dated April 11, 2022.**
- c. **Fire Access Exhibit, Sheet SP-3, prepared by *CAPTEC Engineering, Inc.*, dated September 30, 2022.**
- d. **Preliminary Landscape Plans, Sheets L-1 through L-9, prepared by *Michael Flaugh, Landscape Architect*, dated August 15, 2022.**
- e. **Building Elevations, Sheet A6.10, prepared by *PGAL*, dated August 2, 2022.**
- f. **Overall Floor Plans, Sheet A2.10, prepared by *PGAL*, dated July 18, 2022.**



FLU = LOW DENSITY RESIDENTIAL
ZONING = CPUD - COMMERCIAL PUD
CITY OF STUART

OSPREY PRESERVE
MARTIN COUNTY, FLORIDA
PARCEL ID: 20-37-41-008-000-00610-0

GREEN RIVER PARKWAY
(ORDER OF TAKING PARCEL 1
O.R.B 2409, PAGE 1650)

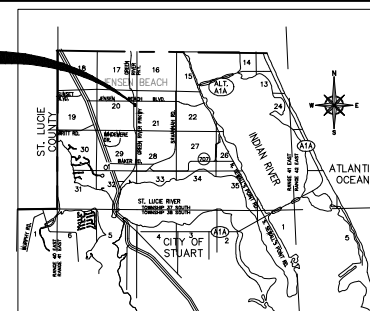
LOT 15, BLOCK 1
PLAT NO. 1 ST. LUCIE GARDENS
PLAT BOOK 1, PAGE 35
ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA
PARCEL ID: 20-37-41-004-001-00150-0
FLU = LOW DENSITY RESIDENTIAL
ZONING = CPUD - COMMERCIAL PUD
CITY OF STUART

S89°27'29"E 215.00

25'
REAR SETBACK

15' MARTIN COUNTY PARCEL
O.R.B 2409, PAGE 1650
RECORDED 8/31/2009
(15' RIGHT OF WAY EASEMENT
PLAT BOOK 1, PAGE 35)

PROJECT LOCATION



LOCATION MAP

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 37 SOUTH
RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING A PORTION OF LOT
15 AND 16, BLOCK 1, ST. LUCIE GARDENS, AS RECORDED IN PLAT BOOK
1, PAGE 35, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA; BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

PARCEL CONTAINING 77,400 SQUARE FEET, (1.78 ACRES), MORE OR LESS.

BUILDING INFORMATION		
	REQUIRED	PROVIDED
FRONT SETBACK	25'	25'
REAR SETBACK	25'	86'
NORTH SIDE SETBACK	15'	112.76'
SOUTH SIDE SETBACK	15'	163.33'
FAR	<10	0.0842
MAX BUILDING HEIGHT	45	20.5'

PARKING		
EMPLOYEE PARKING 1 SPACE PER SHIFT, 5 MEMBERS	5 SPACES	9
VISITOR PARKING	7 SPACES	7
DISABLED PARKING	1 SPACE	1
TOTAL		17

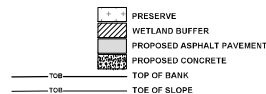
SITE DATA

COS FIRE STATION 3

SITE	77,400 SF	1.78 AC	100.0%
BUILDINGS	6,523 SF	0.15 AC	8%
PARKING PAVEMENT	18,447 SF	0.43 AC	24%
CONCRETE	4,770 SF	0.11 AC	6%
TOTAL IMPERVIOUS	29,740 SF	0.69 AC	36%
RETENTION	5,064 SF	0.13 AC	7%
WETLAND	3,251 SF	0.08 AC	2%
WETLAND BUFFER	9,352 SF	0.23 AC	13%
UPLAND PRESERVE	5,416 SF	0.12 AC	7%
OPEN SPACE	23,047 SF	0.53 AC	32%
TOTAL PERVIOUS	47,660 SF	1.09 AC	64%
PERVIOUS = IMPERVIOUS	77,400 SF	1.78 AC	100%

MAXIMUM IMPERVIOUS AREA = 65%
PROPOSED IMPERVIOUS AREA = 38%

LEGEND



FLU = MULTIFAMILY RESIDENTIAL
ZONING = RPUD-PRESIDENTIAL PUD
CITY OF STUART

LOT 16, BLOCK 1
PLAT NO. 1 ST. LUCIE GARDENS
PLAT BOOK 1, PAGE 35
ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA
PARCEL ID: 20-37-41-004-001-00130-

PCN 20-37-41-004-00151-0



Know what's below.
Call before you dig.

9-21-22
PERMIT SET

Captec Engineering, Inc.
Engineering Professionals
Civil Engineering Professionals

• 301 N.W. Emily Ave.,
Stuart, Florida 34994
Phone: (772) 692-1344
Fax: (772) 692-4341

Engineering Business
No. DA0007057

DATE:	9-0-02
DRAWN BY:	MOD
DESIGNED BY:	TJS
CHECKED BY:	JWC
PROJECT No.:	1783-38.1
ORIG. SCALE:	1" = 30'
ERT. SCALE:	
CADD FILE #:	1783-38.1

[illegible]

**SCALE
VERIFICATION**

1

VOID BAR IS EQUAL
TO ONE INCH ON
ORIGINAL DRAWING.
JUST ALL SCALED
DIMENSIONS
ACCORDINGLY

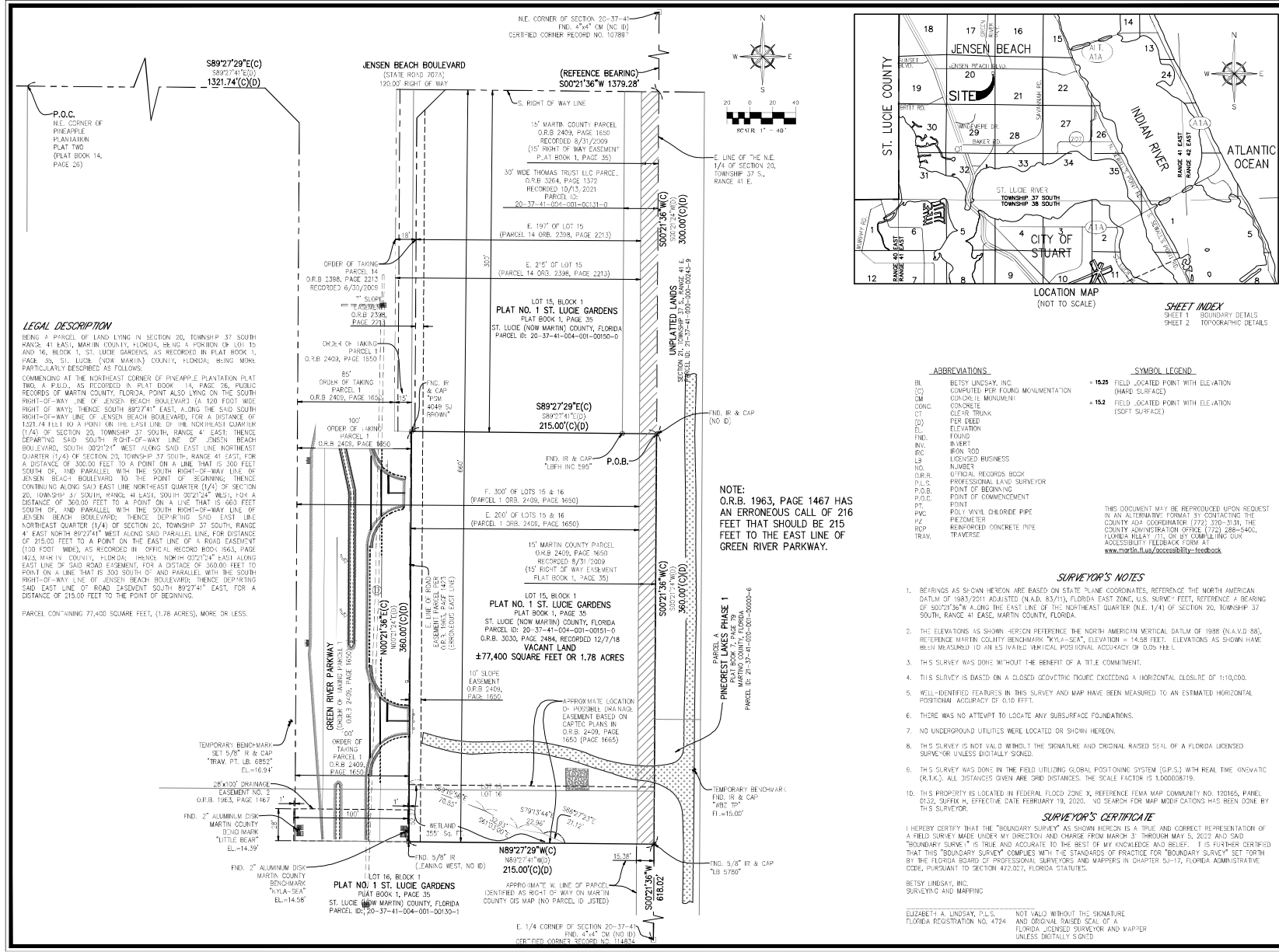
**CITY OF STUART
FIRE STATION NO. 3**

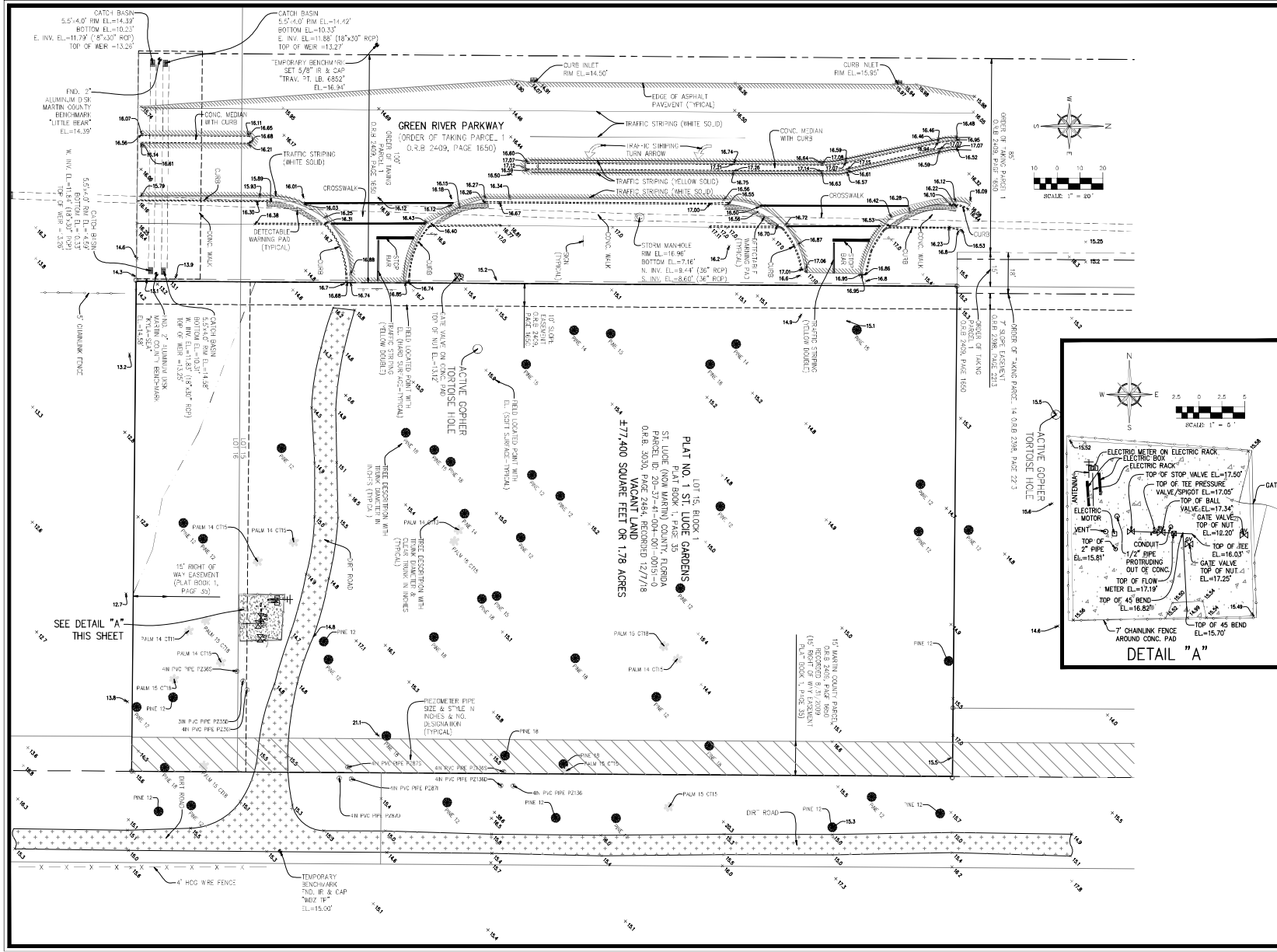
CIVIL SITE PLAN

Joseph W. Capra
301 N.W. Flagler Av.
Stuart, Florida 3499
P.E. No. 37638

Printed Date:

JOB No. **1783.28.1**
SHEET
2 OF **9**





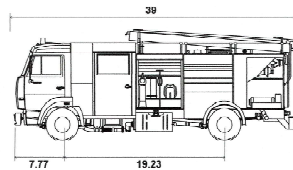
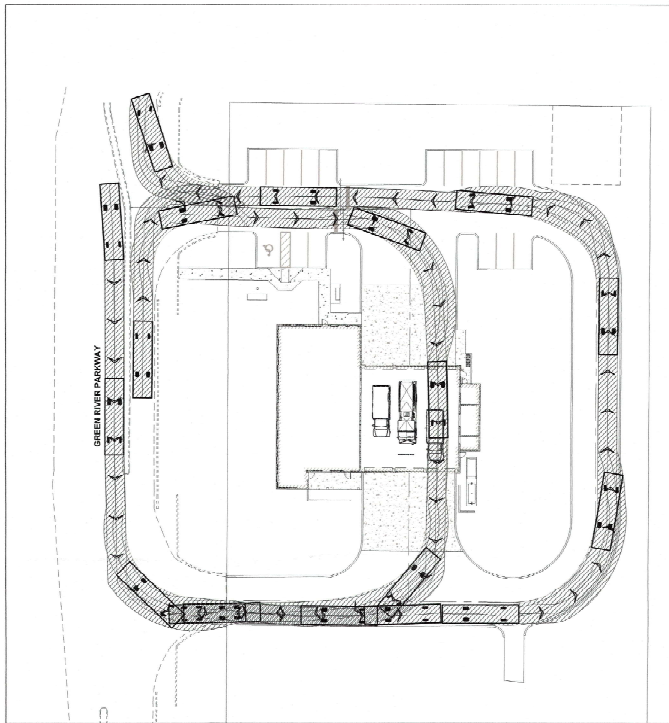
B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7807 S.W. JACK JAMES DRIVE STUART, FLORIDA 34907
0772286-5763 0772286-5633 FAX
LICENSED BUSINESS NO. 8652

DATE 04/11/2022
SCALE AS SHOWN
FIELD BK. VC 66
DRAWN BY B.R.
CHECKED BY E.A.L.

A PORTION OF LOT 16, BLOCK 1, ST. LUCIE GARDENS
MARTIN COUNTY, FLORIDA

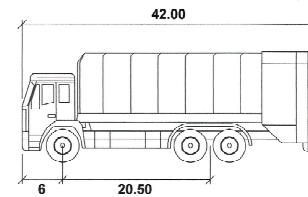
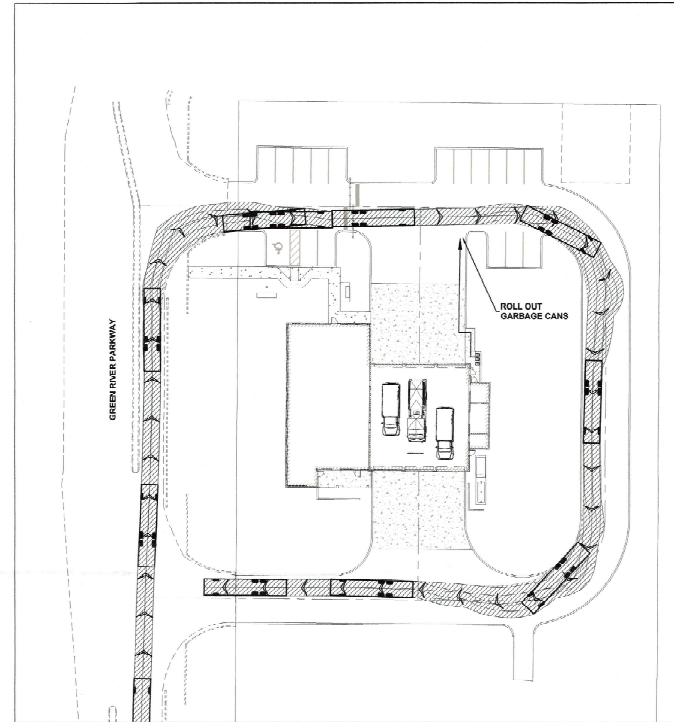
BOUNDARY SURVEY
CAPTEC ENGINEERING, INC.

SHEET NO. 2
OF 2 SHEETS
PROJECT NO. 22-33



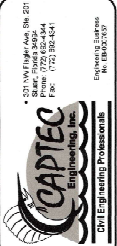
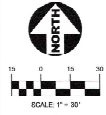
C.O.S. FIRE TRUCK

Overall Length	39.00ft
Overall Width	9.60ft
Overall Body Height	7.28ft
Min Body Ground Clearance	0.53ft
Track Width	6.91ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°



C.O.S. GARBAGE TRUCK

Width	: 9.83
Track	: 8.17
Lock to Lock Time	: 6.0
Steering Angle	: 33.9



NO.	DATE	BY	REVISIONS

SCALE VERIFICATION

ALL DIMENSIONS TO BE SHOWN ON THIS DRAWING SHALL BE BASED ON THE DIMENSIONS OF THE ACTUAL OBJECTS. THE DIMENSIONS OF THE ACTUAL OBJECTS SHALL BE VERIFIED BY THE ENGINEER OR SURVEYOR. THE DIMENSIONS OF THE ACTUAL OBJECTS SHALL BE VERIFIED BY THE ENGINEER OR SURVEYOR. THE DIMENSIONS OF THE ACTUAL OBJECTS SHALL BE VERIFIED BY THE ENGINEER OR SURVEYOR.

CITY OF STUART FIRE STATION NO. 3

CITY OF STUART FLORIDA

AUTO TURN

VEHICLE TRACKING



JOB NO.: 1783.28.1

SHEET 1 OF 1



TABLE OF CONTENTS:	LOCATION MAP:	SITE DATA	LEGEND																																																								
L1 - TITLE SHEET L2 - SITEWORK PLAN NORTH L3 - SITEWORK PLAN SOUTH L4 - MITIGATION TABLE L5 - PLANTING PLAN NORTH L6 - PLANTING PLAN SOUTH L7 - PLANT SCHEDULE / PLANT PICTURES L8 - DETAILS AND SPECIFICATIONS		HARDINESS ZONE: 7A MEAN ANNUAL PRECIPITATION: 56" - 64" MEAN ANNUAL AIR TEMP: 72° - 79° FROST FREE PERIOD: 350 - 365 DAYS WAVELAND AND SIM. PLANTWOODS ON MARINE TERRACES SOIL TYPE: 0'-4" FINE SAND 4'-7" LOAMY FINE SAND 7'-9" FINE SAND LANDFORM: 0% - 2% 30°-50° SOIL PROFILE: POORLY DRAINED SLOPE: HIGH DEPTH TO RESTRICTIVE FEATURE: 6'-18" DRAINAGE CLASS: NONE RUNOFF CLASS: A/D DEPTH TO WATER TABLE: NONE FREQUENCY FOR FLOODING: NONE HYDROLOGIC SOIL GROUP: NONE Group A: Sandy sand or sand loam types of soils. It has low runoff potential and high infiltration rates; even when thoroughly wetted, they consist chiefly of deep, well or excessively drained sands or gravels and have a high rate of water transmission. Group D: Soils are clay loam, silty clay loam, sandy clay, silty clay, silty clay or clay. They have the highest runoff potential. They have very low infiltration rates when thoroughly wetted and consist chiefly of clay soils with a high swelling potential, soils with a permanent high water table, soils with a claypan or clay layer of or near the surface and massive soils over nonimpermeable materials. HYDRO SOIL RATING: NO YES WETLANDS: NO YES	<table><tr><th colspan="2">SYMBOLS</th><th colspan="2">LINE TYPES / NOTES</th></tr><tr><td>T TELEPHONE PEDESTAL</td><td>D DOWNSPOUT</td><td> FENCE</td><td> PROPERTY LINE</td></tr><tr><td>CA CABLE TV PEDESTAL</td><td>H HOSE BB</td><td> SETBACK / EASEMENT</td><td> EXISTING CONTOURS</td></tr><tr><td>W WELL</td><td>M MAILBOX</td><td> PROPOSED CONTOURS</td><td> EXISTING VEGETATION MASS</td></tr><tr><td>WM WATER METER</td><td>U UTILITY POLE</td><td> SPOT GRADES</td><td></td></tr><tr><td>G GAS METER</td><td>L LIGHT POST</td><td></td><td></td></tr><tr><td>E ELECTRIC METER</td><td>WM WALL MOUNTED LIGHT</td><td></td><td></td></tr><tr><td>IB IRRIGATION BOX</td><td>F FOOL EQUIPMENT</td><td></td><td></td></tr><tr><td>FH FIRE HYDRANT</td><td></td><td></td><td></td></tr></table> <table><tr><th colspan="2">SYMBOLS</th><th colspan="2">ABBREVIATIONS</th></tr><tr><td> A/C UNIT</td><td> EXISTING PALM SYMBOLS VARY BASED ON SPECIES</td><td>EX EXISTING</td><td></td></tr><tr><td> EXISTING TREE SYMBOLS VARY BASED ON SPECIES</td><td> EXISTING SHRUB SYMBOLS VARY BASED ON SPECIES</td><td>FV FIELD VERIFY</td><td></td></tr><tr><td> EXISTING PLANT SYMBOLS VARY BASED ON SPECIES</td><td> EXISTING TREE TO BE REMOVED</td><td>TBC TO BE DETERMINED</td><td></td></tr><tr><td> EXISTING TREE TO BE RELOCATED</td><td> EXISTING TREE</td><td>OAP ON ADJACENT PROPERTY</td><td></td></tr></table>	SYMBOLS		LINE TYPES / NOTES		T TELEPHONE PEDESTAL	D DOWNSPOUT	FENCE	PROPERTY LINE	CA CABLE TV PEDESTAL	H HOSE BB	SETBACK / EASEMENT	EXISTING CONTOURS	W WELL	M MAILBOX	PROPOSED CONTOURS	EXISTING VEGETATION MASS	WM WATER METER	U UTILITY POLE	SPOT GRADES		G GAS METER	L LIGHT POST			E ELECTRIC METER	WM WALL MOUNTED LIGHT			IB IRRIGATION BOX	F FOOL EQUIPMENT			FH FIRE HYDRANT				SYMBOLS		ABBREVIATIONS		A/C UNIT	EXISTING PALM SYMBOLS VARY BASED ON SPECIES	EX EXISTING		EXISTING TREE SYMBOLS VARY BASED ON SPECIES	EXISTING SHRUB SYMBOLS VARY BASED ON SPECIES	FV FIELD VERIFY		EXISTING PLANT SYMBOLS VARY BASED ON SPECIES	EXISTING TREE TO BE REMOVED	TBC TO BE DETERMINED		EXISTING TREE TO BE RELOCATED	EXISTING TREE	OAP ON ADJACENT PROPERTY	
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Sheet
L1
Title Sheet

Preliminary Landscape Plan
COS FIRE STATION 3
Stuart, FL

Date: 08/15/2022
Design by: AM/PA
Reviewed by: MF
Revised: 08/02/2022

Professional seal area is a professional representation of a drawing and is not to be used for any other purpose. These drawings are based on the information provided by the client and are not to be used for any other purpose. The designer assumes no responsibility for the design of any structure or other work. It is the client's responsibility to verify all measurements and quantities prior to commencing work.



SCALE: 1" = 10'



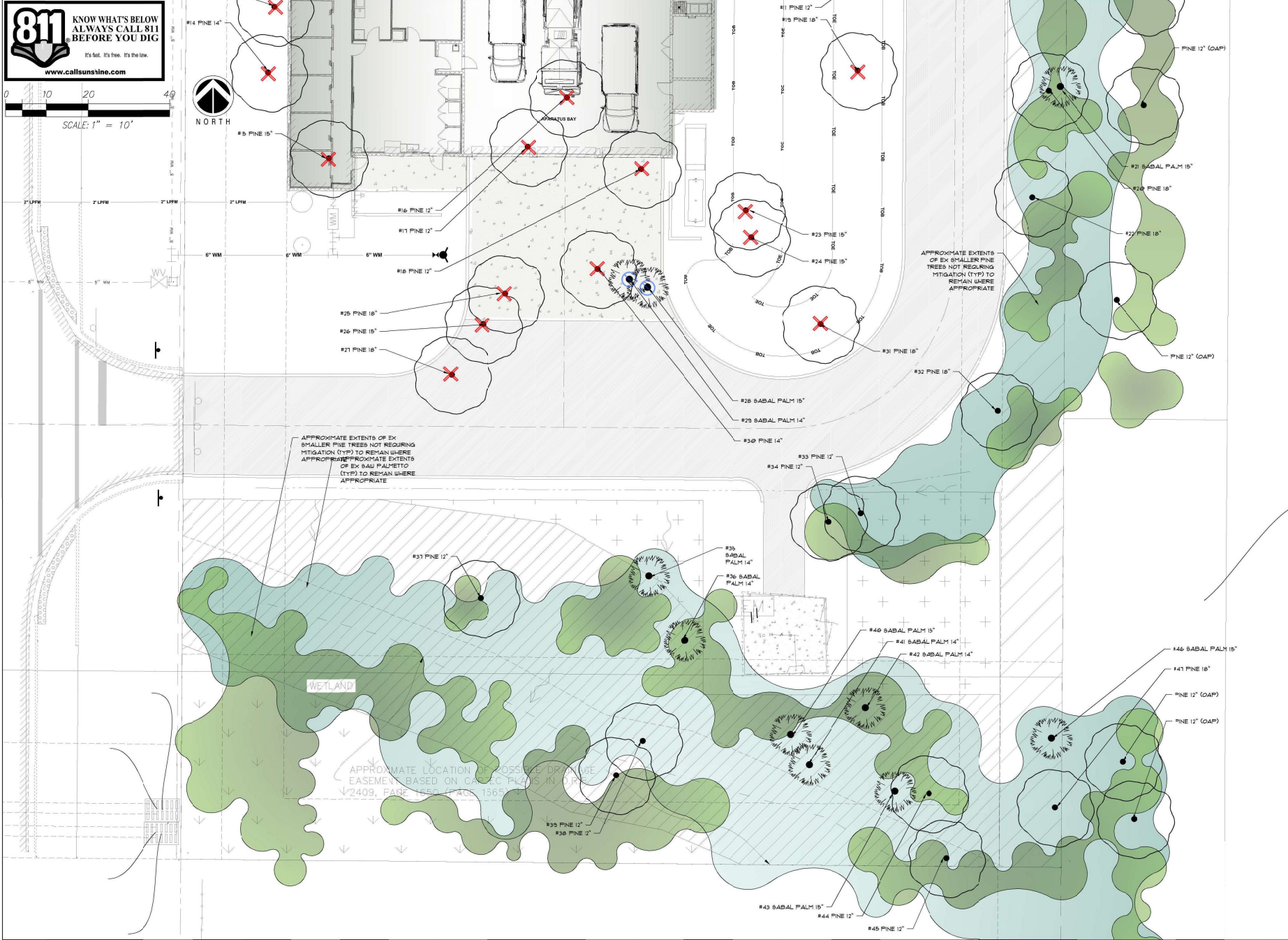
Sheet L2
Sitework Plan
North

Preliminary Landscape Plan COS FIRE STATION 3 Stuart, FL

Date: 08/15/2022
Design by: AM/PA
Reviewed by: MF
Revised: 08/02/2022



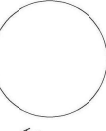
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Sheet L3
Sitework Plan South

Preliminary Landscape Plan COS FIRE STATION 3 Stuart, FL

Date: 08/15/2022
Design by: AM/PA
Reviewed by: MF
Revised: 08/02/2022



These plans are a professional representation of existing and proposed site conditions. These plans may include property lines, property surveys, architectural data, geologic data, topography, the observations, photographs and the plans. All items, these supporting documents are inaccurate or incomplete or otherwise of false and/or misleading information, the designer shall not be responsible for any errors or omissions. It is the client's responsibility to verify all measurements and quantities prior to commencing work.



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	GAL.	SIZE	NOTES
	6	BURSERA SIMARUBA	GUMBO LIMBO	65 GAL	4" CAL	14-16' OA HT., 6-8 SPRD.	NATIVE, DROUGHT TOLERANT
	5	ELAEAGARUS DECIPENS TM	JAPANESE BLUEBERRY TREE	65 GAL	3.5" CAL	11-12' OA HT., 4-5 SPRD.	
	1	RADSIYACHAKERA X 'GAINING' FRAGRANT BLOOMS	DWARF TREE JASMINE	15 GAL	SPECIMEN	4-5' OA HT.	
	9	ROYSTONIA REGIA	ROYAL PALM	B 5 B	HEAVY	3-6' GW, 16-18' OAH.	FLORIDA FANCY
	3	THRIAX MORRISI NATIVE	KEY THATCH PALM, 4FT	15 GAL		4' OA HT.	
	5	THRIAX MORRISI NATIVE	KEY THATCH PALM, 6FT	30 GAL	HEAVY	6-11' OA HT.	
MITIGATION TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	GAL.	SIZE	NOTES
	52	PINUS ELLIOTTI	SLASH PINE (M)	B 5 B	4.5" CAL	14-16' O.A.	
	4	SABAL PALMETTO	SABAL PALM (R)	TRANSPLANTED		EXISTING	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SIZE	NOTES
	128	AGALYPHA ULKESSIANA 'MARDI GRAS'	MARDI GRAS COPPERLEAF	3 GAL	24" OC	36" X 20"	
	5	ALCANTAREA COORATA	SILVER BROMELIAD	1 GAL	AS SHOWN	36" X 36"	FULL SUN
	1	DIOON SPINULOSUM	GIANT DIOON	1 GAL		35" HT. X 36" SPRD.	
	5	MONSTERA DELICIOSA	MONSTERA	1 GAL	36" O.C.	28" SPRD., FULL	
	213	MYRCIANTHES FRAGRANS	SIMPSON STOPPER	3 GAL	24" O.C.	18" HT., 15" SPRD.	NATIVE, DROUGHT TOLERANT
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SIZE	NOTES
	182	CHRYSOBALANUS ICAGO 'HORIZONTALIS' NATIVE	HORIZONTAL COCOPLUM	3 GAL	24" O.C.	8" X 12"	
	333	JUNIPERUS CONFERTA 'BLUE PACIFIC'	SHORE JUNIPER	1 GAL	18"	FILL	
	256	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LIRIOPE	1 GAL	12" OC	6" X 8"	
	410	SPARTINA BAKERI	SANC CORDGRASS	3 GAL	36" O.C.	24" HT., FULL	NATIVE, DROUGHT TOLERANT
OTHER	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SIZE	NOTES
	20,020 SF	STENOTAPHRUM SECUNDATUM 'FLORATAH' WEED AND DISEASE FREE, TIGHTLY FITTED STAGGERED JOINTS	FLORATAH SOD	SOD	TIGHT		



GUMBO LIMBO



JAPANESE BLUEBERRY TREE



DWARF TREE JASMINE



ROYAL PALM



KEY THATCH PALM



SLASH PINE



SABAL PALM



MARDI GRAS COPPERLEAF



GIANT SILVER BROMELIAD



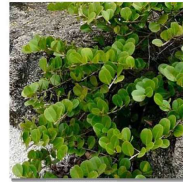
DIOON



MONSTERA



SIMPSON STOPPER



HORIZONTAL COCOPLUM



SHORE JUNIPER



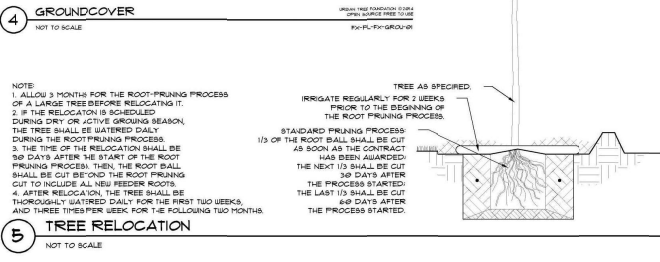
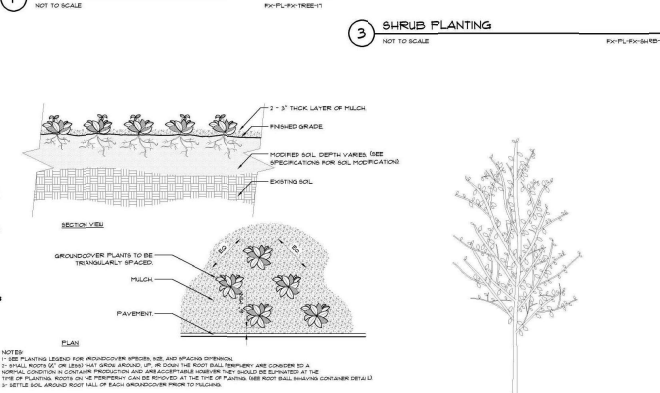
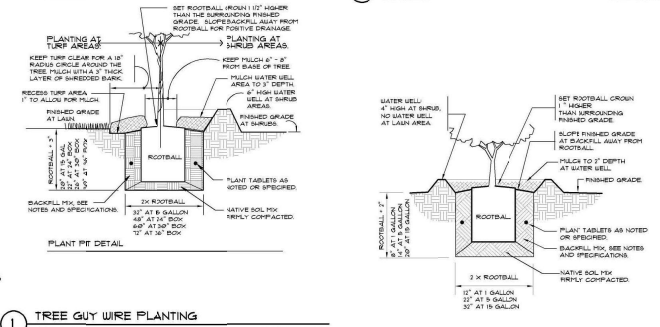
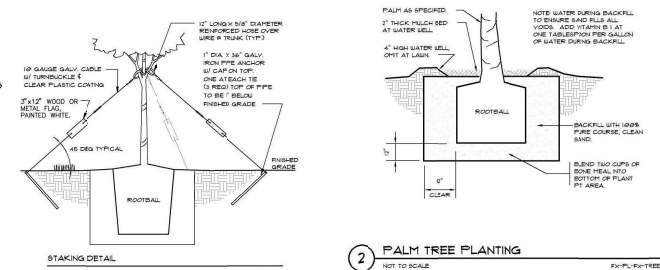
BIG BLUE LIRIOPE



SANC CORDGRASS

LANDSCAPE INSTALLATION NOTES:

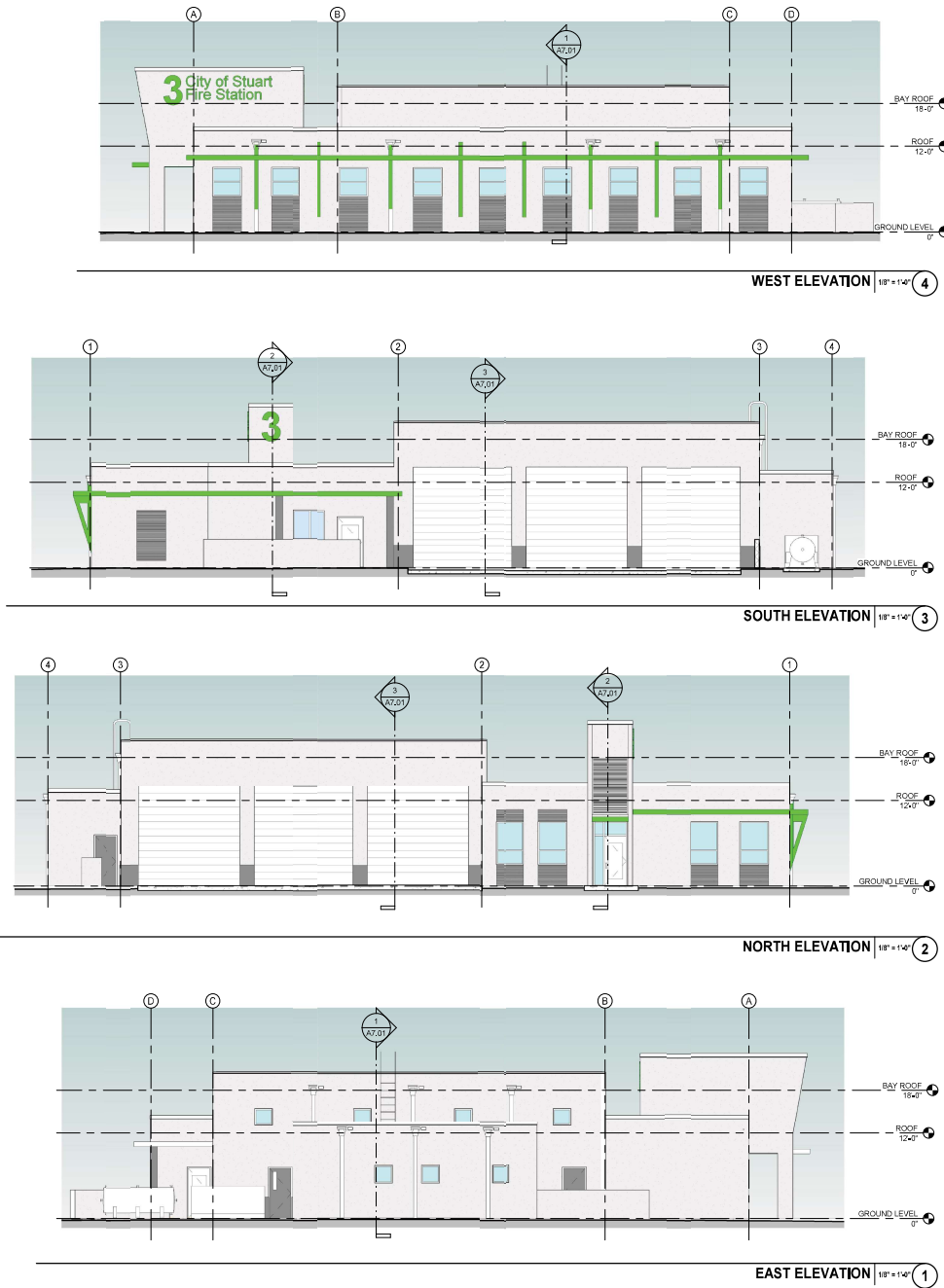
1. THE LANDSCAPE CONTRACTOR SHALL DESIGNATE AN ENGLISH SPEAKING, SKILLED CREW FOREMAN FOR THE PROJECT, WHO WILL BE AVAILABLE AND ACCESSIBLE FOR THE DURATION OF THE LANDSCAPE INSTALLATION.
2. ALL SPECIFICATIONS MUST BE SATISFIED. IF THERE IS A PROBLEM LOCATING A MATERIAL WITH GIVEN SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL PRIOR TO INSTALLATION. AT THE DISCRETION OF THE LANDSCAPE ARCHITECT, A SUBSTITUTION MAY BE MADE.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW AND RECONCILE PLAN WITH LANDSCAPE MATERIALS LIST AND ANALYZE SITE CONDITIONS AND ACCESS PRIOR TO SUBMITTING A PROPOSAL.
4. LANDSCAPE CONTRACTOR MUST PROVIDE EVIDENCE OF WORKMAN'S COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
5. THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE LAWS, CODES AND ORDINANCES.
6. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1 OR BETTER (GRADES AND STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION), UNLESS OTHERWISE NOTED ON THE LANDSCAPE MATERIALS LIST. AS MANY SPECIES TOLERATE BOTH SUNNY AND SHADY GROWING CONDITIONS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PLANT MATERIAL GROWN IN SIMILAR CONDITIONS TO THE SITE.
7. THE LANDSCAPE CONTRACTOR SHALL COMPLETE ALL WORK ACCORDING TO THE FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES.
8. THE LANDSCAPE CONTRACTOR MUST SPECIFY START AND COMPLETION DATES, IF AWARDED THE PROJECT.
9. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
10. ALL PLANTING AREAS SHALL BE PREPARED BY REMOVING ALL DEBRIS, INCLUDING ASPHALT, CONCRETE, OR SIMILAR MATERIALS NOT SUED FOR LANDSCAPE PLANTING.
11. PLANTING SOIL SHALL BE CLEAN OF ROCKS, STICKS, ROOTS AND WEEDS, AND SHALL BE WELL-DRAINING.
12. ALL LANDSCAPED AREAS SHALL BE FINISH GRADED SUCH THAT FINISHED ELEVATION WILL BE FLUSH AND LEVEL WITH SURROUNDING PAVED SURFACES. THE FINISHED GRADE AFTER PLANTING AND MULCHING SHALL NOT IMPED THE FLOW OF DRAINAGE INTO LANDSCAPED AREAS AND TO PREVENT THE BACKWASH OF MULCH AND DEBRIS INTO PAVED AREAS.
13. ALL PLANTING BEDS MUST DRAIN SUFFICIENTLY PRIOR TO PLANTING. IF EXISTING SOIL IS NOT ADEQUATE FOR ESTABLISHMENT OF PLANT MATERIALS DUE TO POOR DRAINAGE OR CHEMICAL PROPERTIES, SOIL AMENDMENTS SHALL BE ADDED PRIOR TO PLANTING.
14. PLANTS SHALL NOT BE PLACED TOO CLOSE TO ONE ANOTHER OR ANY HARDSCAPES. SEE LANDSCAPE MATERIALS LIST AND PLANTING DETAILS FOR SPACING AND PLACEMENT OF ALL PLANTS. A MULCH STRIP SHALL BE LEFT BETWEEN THE PLANTINGS AND WALLS, EDGE OF SOO, DRIVEWAY OR JALKWAYS. ALL PLANTS SHALL BE PLACED OUTSIDE THE EAVES OF THE ROOF, UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
15. ALL PLANTS TO BE RELOCATED SHALL BE PROPERLY ROOT PRUNED 6 TO 10 WEEKS PRIOR TO RELOCATION.
16. ALL NEW LANDSCAPE PLANTS SHALL BE PLANTED SLIGHTLY HIGHER THAN THE EXISTING GRADE LEAVING TOP OF THE ROOT BALL EXPOSED.
17. ALL PLANT MATERIALS SHALL BE THOROUGHLY WATERED IN AT THE TIME OF PLANTING.
18. 3" LAYER OF ORGANIC MULCH SHALL BE LAID IN ALL LANDSCAPE BEDS. NO MULCH SHALL BE LAID NEAR TREE TRUNKS. NO MULCH SHALL BE LAID ON TOP OF CITRUS TREE ROOT BALLS.
19. NEWLY PLANTED TREES SHALL BE STAKED ONLY IF THE ROOT BALL MOVES IN THE WIND OR THE TREES ARE LOCATED IN AN AREA OF WINDY CONDITIONS. ALL PALMS SHALL BE STAKED. ALL WOOD BRACES AND BRACE FRAMES SHALL BE STAINED DARK BROWN. NO NAILS SHALL BE DRIVEN INTO ANY PALM OR TREE.
20. PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.
21. THE LANDSCAPE BID SHALL INCLUDE IRRIGATION ON A SEPARATE CONTRACT, EXPRESSED AS A LINE-ITEM PROPOSAL.
22. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH FULLY AUTOMATIC IRRIGATION SYSTEM. THE IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE IN ALL IRRIGATED PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED ACCORDING TO ACCEPTED IRRIGATION STANDARDS USING WATER CONSERVATION PRINCIPLES WITH LOW-VOLUME IRRIGATION SYSTEM. THE SYSTEM SHALL ACCOMMODATE EASY ADJUSTMENTS FOR SEASONAL IRRIGATION NEED CHANGES OR LOCAL WATERING RESTRICTIONS.
23. ALL SOO AND SHRUB AREAS SHALL BE IRRIGATED ON SEPARATE ZONES, WHENEVER POSSIBLE. PLANTING AREAS WITH DIFFERENT WATERING NEEDS SHALL BE PLACED ON SEPARATE ZONES.
24. ALL SHRUB AND GROUND COVER AREAS SHALL BE IRRIGATED WITH DRIP LINE OR MIST HEADS. TREES AND PALMS SHALL HAVE BUBBLERS. ALL HEADS IN A GIVEN ZONE MUST HAVE THE SAME PRECIPITATION RATE.
25. SPRAY HEADS SHALL BE PLACED AND ADJUSTED TO MINIMIZE OVER-SPRAY ON PAVED AREAS, ROADWAYS AND CURBING. NO OVER-SPRAY ON BUILDINGS IS ACCEPTABLE.
26. IF NOT INSTALLED PER PLAN OR IF NO IRRIGATION PLAN HAS BEEN PROVIDED AS PART OF THE LANDSCAPE PLAN, AT PROJECT CLOSEOUT THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN IRRIGATION RECORD DRAINING.
27. THE CONTRACTOR(S) SHALL KEEP ALL WORK AREAS NEAT AND TIDY ON A DAILY BASIS. AT COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL REMOVE FROM THE PROPERTY ALL TEMPORARY STRUCTURES AND GARBAGE AT HIS/HER OWN EXPENSE.
28. THE CONTRACTOR(S) SHALL KEEP ALL PLANTS WATERED, FERTILIZED, MULCHED, PRUNED, STAKED AND GUIDED AS NECESSARY TO ASSURE SPECIFIED MINIMUM GRADE OF FLORIDA #1 THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD. PLANTING BEDS SHALL BE KEPT FREE OF LITTER AND UNDESIRABLE VEGETATION. THE CONTRACTOR(S) IS RESPONSIBLE FOR KEEPING ALL THE PLANT MATERIAL HEALTHY, VIGOROUS, AND UNDAIMAGED THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD.
29. A* PROJECT CLOSEOUT THE CONTRACTOR SHALL PROVIDE THE OWNER WITH MANUALS AND WARRANTY INFORMATION FOR ALL INSTALLED FURNITURE, FIXTURES AND EQUIPMENT.
30. THE FINAL PAYMENT IS MADE UPON COMPLETION OF PROJECT AND EXECUTION OF LIEN RELEASE AFFIDAVIT.
31. ALL SHRUBS AND GROUND COVERS SHALL BE WARRANTED FOR 90 DAYS. ALL TREES AND PALMS SHALL BE WARRANTED FOR 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT.



LANDSCAPE MAINTENANCE GUIDELINES:

1. LAWN CARE:
 - 1.1. MAINTAIN 3" AUGUSTINE LAWN AT 3" HEIGHT. LEAVE LAWN CLIPPINGS ON THE LAWN.
 - 1.2. FERTILIZE IN FEBRUARY, MAY AND OCTOBER. APPLY PRE-EMERGENT WEED KILLER IN EARLY SPRING AND FALL.
 - 1.3. PRACTICE INTEGRATED PEST MANAGEMENT TO IDENTIFY AND TREAT INSECT STRESS, WEED AND FUNGAL PROBLEMS. INSPECT AND CONTROL INSECT DAMAGE ON LAWNS DURING SUMMER MONTHS. FOLLOW LABEL DIRECTIONS FOR ANY INSECTICIDE, HERBICIDE OR FUNGICIDE APPLICATION. REFER TO GROWERS' GUIDELINES FOR DETAILED INSTRUCTIONS.
 - 1.4. 100% OF THE SOO AREAS SHALL BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM. INSPECT THE IRRIGATION SYSTEM FOR BREAKS AND HEAD ALIGNMENT ROUTINELY.
2. MULCH:
 - 2.1. ALL LANDSCAPE BEDS SHALL BE MULCHED TWICE A YEAR.
 - 2.2. APPLY 3" LAYER OF MSC CERTIFIED, SHREDDED EUCALYPTUS OR RECYCLED HARDWOOD MULCH.
3. FERTILIZING:
 - 3.1. FERTILIZE WITH A GOOD QUALITY ORGANIC FERTILIZER THREE TIMES A YEAR PER LABEL INSTRUCTIONS STARTING IN MAY TO LATE FEBRUARY.
 - 3.2. YELLOWING LEAVES ARE OFTEN A SIGN OF NUTRITIONAL DEFICIENCY.
 - 3.3. DO NOT APPLY FERTILIZER BETWEEN JUNE 1 AND SEPTEMBER 30. COMPOST SHALL BE USED IN LIEU OF FERTILIZER DURING THE RAINY SEASON, AS NEEDED.
 - 3.4. MAINTAIN A FERTILIZER FREE ZONE ALONG THE RIVER TO PREVENT RUN-OFF.
4. PEST AND DISEASES:
 - 4.1. SCOUT FOR PESTS AND DISEASES REGULARLY. ONLY 1% OF ALL INSECTS ARE HARMFUL TO PLANTS.
 - 4.2. USE INTEGRATED PEST MANAGEMENT PRACTICES. USE PREVENTATIVE CHEMICAL APPLICATIONS ONLY, WHEN DETERMINED NECESSARY BY A PEST MANAGEMENT PROFESSIONAL.
 - 4.3. CHEMICAL PEST CONTROL SHALL BE USED ONLY WHEN THE DAMAGE IS EXPECTED TO BE SIGNIFICANT.
5. WEEDS:
 - 5.1. WEED CONTROL SHALL BE PREVENTATIVE.
 - 5.2. HERBICIDE APPLICATIONS MUST BE DONE BY A LICENSED PEST-CONTROL PROFESSIONAL.
6. IRRIGATION:
 - 6.1. PROGRAM THE IRRIGATION SYSTEM TO RUN IN THE EARLY MORNING.
 - 6.2. NEW PLANTINGS SHOULD BE WATERED DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
 - 6.3. NEW TREES SHALL BE WATERED AT LEAST ONCE A WEEK FOR THE FOLLOWING YEAR AND SHRUBS FOR THE FOLLOWING 6 MONTHS FOR PROPER ESTABLISHMENT.
 - 6.4. TREES SHOULD RECEIVE 2-3 GALLONS OF WATER PER INCH OF TRUNK DIAMETER AT EACH WATERING.
 - 6.5. AT EACH WATERING, APPLY 1" WATER TO ESTABLISHED PLANTING BED.
 - 6.6. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSPECTED ONCE A MONTH FOR LEAKS, BRAKES AND MISALIGNED HEADS.
 - 6.7. INCREASE WATERING FREQUENCY DURING TIMES OF HEAVY WINDS AND DROUGHT, TYPICALLY IN THE SPRING. PLEASE NOTE THAT A RAIN SENSOR WILL NOT DETECT THE DRYING EFFECTS OF HEAVY WINDS.
 - 6.8. REDUCE WATERING FREQUENCY DURING COOL WINTER AND RAINY SUMMER MONTHS. WATER ONLY AS NEEDED AS HEAVY RAINS AND IRRIGATION WILL INCREASE WEEDS. THE IRRIGATION SYSTEM MAY BE TURNED OFF DURING MONTHS OF HEAVY RAIN. A RAIN SENSOR MAY BE USED TO OVERRIDE THE SYSTEM DURING THE RAINY SEASON.
7. PRUNING:
 - 7.1. ALL PRUNING AND TRIMMING TOOLS SHALL BE CLEANED AFTER EACH USE TO PREVENT SPREADING OF DISEASES.
 - 7.2. REMOVE DEAD FRONDS, DEAD WOOD AND CROSSING BRANCHES ON LARGE SHRUBS, PALMS AND TREES ANY TIME OF THE YEAR.
 - 7.3. FLOWERING SHRUBS: LATE SUMMER AND FALL FLOWERING SHRUBS, AS WELL AS CONIFERS SHALL BE PRUNED ONCE A YEAR IN MARCH. SPRING BLOOMING SHRUBS SHALL BE PRUNED ONCE A YEAR, AFTER THEIR BLOOMS FADE IN LATE SPRING.
 - 7.4. SHADE TREES SHALL BE STRUCTURALLY PRUNED ONCE A YEAR IN SPRING BY A CERTIFIED ARBORIST.
 - 7.5. SHRUBS SHALL BE MAINTAINED FOLLOWING THEIR NATURAL FORM WITH ROUNDED TOP AND WIDER BASE. SMALL-LEAVED (LESS THAN 1" LENGTH) SHRUBS MAY BE SHEARED WITH POWERED HEDGE TRIMMERS. ALL SHRUBS SHALL BE TRIMMED ONE TO THREE TIMES A YEAR TO MAINTAIN DESIRED HEIGHT. ALL OVERGROWN SHRUBS SHALL BE CUT BACK IN MAY AND IN SEPTEMBER.
 - 7.6. HEDGES SHALL BE PRUNED REGULARLY FROM THE BEGINNING FOR PROPER ESTABLISHMENT. ALL HEDGES MUST BE MAINTAINED WITH NARROWER TOP THAN THE BOTTOM FOR SUNLIGHT TO REACH THE LOWER HALF OF THE PLANT.
 - 7.7. ORNAMENTAL GRASSES MAY BE CUT BACK ONCE A YEAR IN SUMMER TO REMOVE BROWN LEAVES. CUTTING MAY BE COMPLETED IN FOUR WEEK INTERVALS SO NOT TO HAVE ALL THE ORNAMENTAL GRASSES RECOVERING AT THE SAME TIME.
8. DIVIDING PLANTS:
 - 8.1. BROMELIADS: WHEN THE MOTHER PLANT TURNS BROWN CAREFULLY PULL UP THE BROMELIAD CLUMP. CUT THE PUPS APART WITH A SHARP KNIFE OR PRUNERS PRESERVING AS MUCH OF THE ROOTS AS POSSIBLE. DISCARD THE DYING MOTHER PLANT AND PLANT THE PUPS. THE DEAD MOTHER PLANT MAY ALSO BE TWISTED OFF AT THE BASE, WITHOUT REMOVING THE CLUMP FROM THE GROUND.
 - 8.2. HERBACEOUS PERENNIALS: THE CLUMPS MAY BE DIVIDED EVERY TWO TO THREE YEARS IN LATE SPRING OR SUMMER. DIG THE ROOT BALL OUT OF THE GROUND AND CAREFULLY DIVIDE THE CLUMP INTO 2-4 SMALLER SECTIONS.
9. RELOCATING PLANT MATERIAL:
 - 9.1. THE BEST TIME TO RELOCATE PLANTS IN THE GARDEN IS FEBRUARY THROUGH APRIL.
 - 9.2. THE PLANT SHALL BE PROPERLY ROOT-PRUNED BETWEEN 6 AND 10 WEEKS BEFORE RELOCATION.
 - 9.3. AT THE TIME OF THE RELOCATION, THE ROOT BALL SHALL BE CUT BEYOND THE ROOT PRUNING CUT TO INCLUDE ALL NEW FEEDER ROOTS.
 - 9.4. WATER RELOCATED PLANTS DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
10. MAINTAINING SOIL PH:
 - 10.1. SANDY SOILS ARE NATURALLY ALKALINE, BUT MOST PLANT MATERIALS PREFER SOILS IN NEUTRAL OR ACIDIC RANGE TO THURVIVE.
 - 10.2. ADDING ORGANIC MATTER REGULARLY WILL MAINTAIN A HEALTHY PH LEVEL FOR ALL PLANTS.
 - 10.3. COMPOST WILL DECREASE THE SOIL PH THROUGH THE DECOMPOSITION PROCESS.
 - 10.4. ORGANIC WASTE MATERIAL, SUCH AS PINE NEEDLES AND ACID PEAT WILL REDUCE THE PH TEMPORARILY.
 - 10.5. GRANULAR SULFUR SHOULD ONLY BE USED AS THE LAST RESORT TO LOWER SOIL PH.
11. CONTAINER PLANTS:
 - 11.1. ONLY USE POTTING SOIL OR POTTING MIX IN CONTAINERS.
 - 11.2. WATER THOROUGHLY. CONTAINER PLANTS NEED MORE WATER THAN THE PLANTS IN THE GROUND. DURING SUMMER MONTHS, HERBS IN CONTAINERS WILL NEED WATERING ONCE DAILY.
12. COLD PROTECTION:
 - 12.1. WATER COLD SENSITIVE PLANTS THOROUGHLY 12 HOURS BEFORE THE FORECASTED COLD FRONT.
 - 12.2. COVER THE PLANTS AT DUSK WITH BLANKETS OR BREATHABLE COVERS. REMOVE THE COVERS AFTER DAWN.

FILENAME: C:\Revit\Local\Stuart FS_E02_Plan\madrjg@pgal.com.rvt
STAMP: 8/2/2022 10:38:25 AM



NOTE: SHEET TO BE PRINTED IN COLOR.

ELEVATION NOTES

- BUILDING FINISH FLOOR ELEVATION IS 0'-0". REFER TO CIVIL FOR ACTUAL BUILDING DATUM ELEVATION. DO NOT SCALE DRAWINGS. CONTACT THE ARCHITECT IN WRITING FOR CLARIFICATIONS OR MISSING DIMENSIONS.
- CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION IN WRITING BEFORE EXECUTION OF WORK.
- ALL EXTERIOR PENETRATIONS, JOINTS AND FENESTRATIONS TO BE SEALED WITH SILICONE SEALANT (COLOR TBD).
- FINISHES, TRIM, DECORATIVE ELEMENTS ETC. SHALL WRAP ALL ELEVATIONS OF WALLS, ALCOVES, ETC. NOT ALL EXTERIOR WALL RETURNS (ELEVATIONS) MAY NOT BE SHOWN.
- REFER TO STRUCTURAL DRAWINGS FOR DESIGN AND PRESSURES, ALL DOORS, LOUVERS AND WINDOWS TO HAVE CURRENT N.O.A. AND FLORIDA PRODUCT APPROVALS.
- REFERENCE THE ARCHITECTURAL ROOF PLAN FOR ADDITIONAL INFORMATION AND EQUIPMENT LOCATION.

GRAPHIC LEGEND

REFERENCE TYPICAL LEGEND GRAPHICS ON GENERAL PROJECT INFORMATION SHEET

INDICATES 1/4" PER FOOT SLOPE TO DRAIN AT ROOF OR 2% SLOPE TO DRAIN AT EXTERIOR TERRACE

KEYNOTE REFERENCE

TYP. BEYOND 1 TYP. - TYPICAL CONDITION 2 BEYOND - DESCRIBED CONDITION IN THE FOREGROUND.

C/J CONTROL JOINT

EXT. MATERIAL

BUILDING COLOR A: TEXTURED STUCCO COLOR: LIGHT GREY

BUILDING COLOR B: TEXTURED STUCCO COLOR: LIGHT GREEN

BUILDING COLOR C: TEXTURED STUCCO COLOR: WHITE

BUILDING COLOR D: TEXTURED STUCCO COLOR: DARK GREY

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES ONLY & NOT INTENDED TO REFERENCE A SPECIFIC CONDITION

KEYNOTE LEGEND

NUMBER	DESCRIPTION
--------	-------------

KEY PLAN

2/A6,10

4/A6,10

3/A6,10

0'-0" 6'-0" 12'-0" 18'-0"

GRAPHIC SCALE

CLIENT

CITY OF STUART-FLORIDA

121 SW FLAGLER AVE.
STUART, FL 34994

www.cityofstuart.us

T: (772) 288 5300

ARCHITECT

PGAL

781 Park of Commerce BLVD., SUITE 400
BOCA RATON, FL 33487

T: 561 988 4002
F: 561 988 3002

LIC. No. AA0003337

www.pgal.com

CONSULTANTS

REGISTRATION
Copyright: © 2022

July L. Bledsoe, AIA: AR-0018853

DRAWING HISTORY

NO.	DATE	DESCRIPTION
-----	------	-------------

PROJECT NAME

CITY OF STUART FIRE STATION #3

PROJECT LOCATION

SE GREEN RIVER PKWY, JENSEN BEACH, FL 34957

PROJECT NUMBER

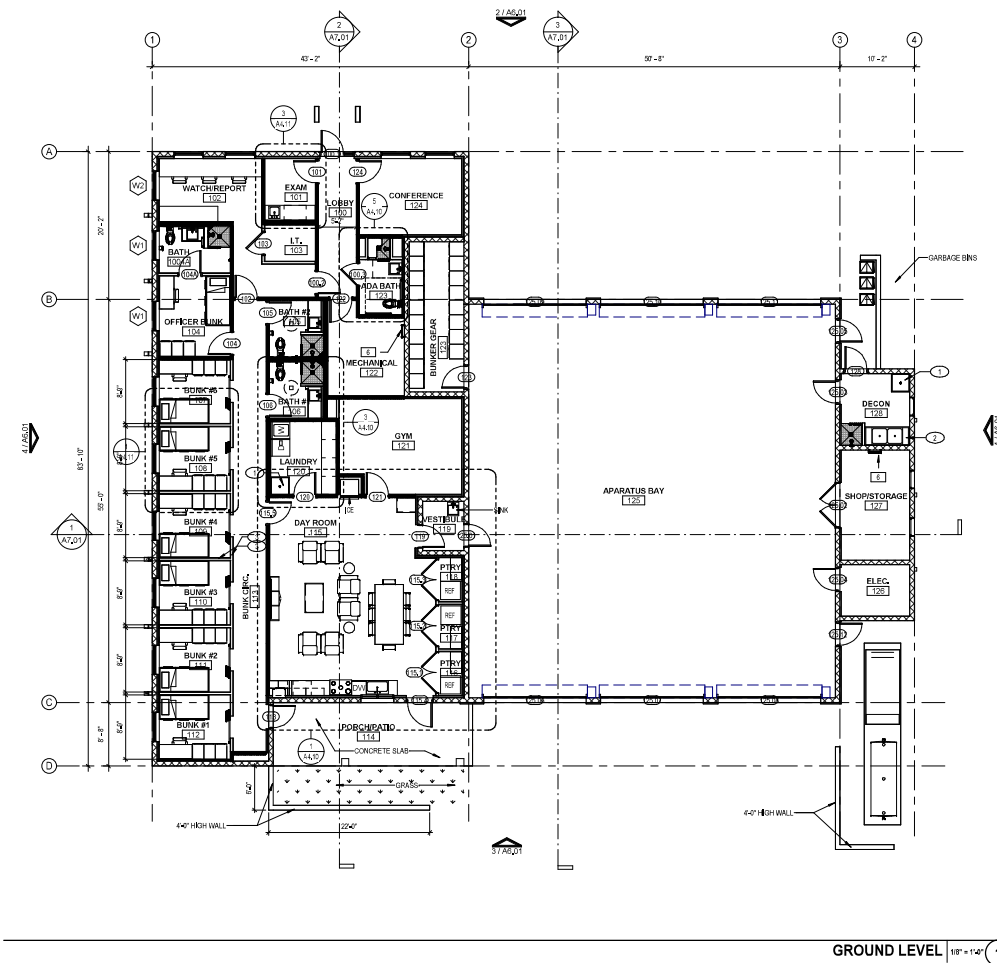
1006546

SHEET TITLE

EXTERIOR BUILDING ELEVATIONS

SHEET NUMBER

A6.10



FLOOR PLAN NOTES

1. BUILDING FINISH FLOOR ELEVATION IS 8'-0". REFER TO CIL FOR ACTUAL BUILDING DATA FOR EXISTING.
2. DO NOT SCALE DRAWINGS. CONTRACT THE ARCHITECT FOR WRITING FOR CLARIFICATION OR MISSING DIMENSIONS.
3. ALL DIMENSIONS ARE TO FACE OF STUD, GRID LINE OR FACE OF MASONRY UNLESS NOTED OTHERWISE.
4. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
5. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION PRIOR TO BEGINNING OF WORK.
6. REFER TO WALL TYPE SCHEDULE FOR ADDITIONAL INFORMATION. CONTRACTOR SHALL FIELD COORDINATE LOCATION, SIZE AND TYPE OF NON-COMMUNICABLE BLOCKING FOR INSTALLATION OF BEAMS, TRUSS ACCESSORIES, HANDRAILS, LADDERS, ETC.
7. ALL CONCEALED WOOD OR EXPOSED PLYWOOD BACKING IN MECHANICAL, ELECTRICAL AND LIFT ROOMS SHALL BE FIRE RETARDANT TREATED (FRT).
8. REFER TO CIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION.
9. ALL EXTERIOR THRESHOLDS AT THE GROUND FLOOR OR ABOVE FLOOR LEVEL SHALL NOT EXCEED A TOTAL HEIGHT OF 1/2" PER ADA. THIS INCLUDES THE 1/4" BEVEL.
10. REFER TO SHEET A-001 FOR ENLARGED FLOOR PLANS.

GRAPHIC LEGEND

REFER TO TYPICAL PLAN LEGEND GRAPHICS ON GENERAL PROJECT INFORMATION SHEET

INDICATES 1/4" PER FOOT SLOPE TO DRAINAGE

WALL GRAPHIC LEGEND

- | | |
|--|--|
| | LOAD BEARING CMU W/ FURRING |
| | DRYWALL PARTITION |
| | LOAD BEARING CMU SEE STRUCTURAL |
| | DRYWALL PARTITION W/ SOUND BATT INSULATION |

NOTE: REFER TO SHEET A-010A FOR WALL SCHEDULES

NOTE: KEYNOTE NUMBERING IS FOR ORIENTATION PURPOSES ONLY & NOT INTENDED TO REFERENCE A SPECIFIC CONSTRUCTION

KEYNOTE LEGEND

NUMBER	DESCRIPTION
1	FLOOR MOUNTED MOP SINK
2	STAINLESS STEEL DOUBLE BASIN SINK
3	8'-0" HIGH WALLTOP
6	ROOF ACCESS LADDER

CLIENT



121 SW FLAGLER AVE.
STUART, FL 34994
www.cityofstuart.us
T: (772) 288 5300

ARCHITECT



781 Park of Commerce BLVD.,
SUITE 400
BOCA RATON, FL 33487
T: 561 988 4002
F: 561 988 3002
LIC. No. AA0003337
www.pgal.com

CONSULTANTS

REGISTRATION

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July L. Bledsoe, AIA AR-0018653

DRAWING HISTORY

NO.	DATE	DESCRIPTION

PROJECT NAME

CITY OF
STUART FIRE
STATION #3

PROJECT LOCATION

SE GREEN RIVER
PKWY, JENSEN
BEACH, FL 34957

PROJECT NUMBER

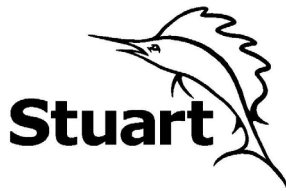
1006546

SHEET TITLE

OVERALL GROUND
LEVEL FLOOR PLAN

SHEET NUMBER

A2.10



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

Received by: _____

Reviewed by: _____

Rezone Real Property Application

(including Planned Unit Developments)

Project ID# _____
(Staff Entry)

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

SITE INFORMATION

Project Name: City of Stuart Fire Station 3	Parcel ID#: 20-37-41-004-001-00151-0
Site Address: SE Green River Parkway, Jensen Beach, Florida 34957	
Subdivision:	Lot(s):
Site Area/Acreage: 1.78 Acres	Flood Zone/Base Flood Elevation: Flood Zone X
Existing Zoning District / CRA Subdistrict: Commercial	
Proposed Zoning District / CRA Subdistrict: Public	
PUD Rezoning (Check the box below that applies):	
Rezoning to CPUD: ☐	Rezoning to UPUD: ☐
Rezoning to RPUD: ☐	Rezoning to UPUD <5 Bungalow Units: ☐
Rezoning to MXPUD: ☐	Rezoning to Public Service PSPUD: ☐
Rezoning to Industrial IPUD: ☐	Rezoning to Non-PUD District Rezoning: ☒
Current Comprehensive Plan Future Land Use Designation: Low Density Residential	
Proposed Comprehensive Plan Future Land Use Designation (if applicable): Public	
Existing Land Use: Vacant (Commercial)	Proposed Land Use: Fire Station (Public)
Proposed Square Footage (if applicable): 6,523 SF	Proposed Density (if applicable):

PETITIONER INFORMATION

Property Owner: City of Stuart David Dyess, City Manager	Phone Number / Email Address: (772) 288-5312 ddyess@ci.stuart.us
Property Owner's Mailing Address: 121 SW Flagler Avenue, Stuart, Florida 34994	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: Joseph W. Capra, P.E.	Phone Number / Email Address: (772) 692-4344 jcapra@gocaptec.com tjshaw@gocaptec.com kkrumbholz@gocaptec.com
Agent's Mailing Address: 301 NW Flagler Avenue, Stuart, Florida 34994	
Architect: Joby L. Balint, PGAL (561) 988-4002 JBalint@pgal.com sferreri@pgal.com	Engineer: Joseph W. Capra, P.E., CAPTEC Engineering, Inc. jcapra@gocaptec.com tjshaw@gocaptec.com kkrumbholz@gocaptec.com
Planner:	Landscape Architect: Mike Flaugh, Landscape Architect mike@mikeflaughla.com pete@mikeflaughla.com

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Michelle Lee Berger

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

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a Rezoning in the City of Stuart, FL.
3. That he/she has appointed CAPTEC Engineering, Inc., Staff to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: City of Stuart

Signature of Owner: [Signature]

121 SW Flagler Avenue

Street Address

P.O. Box

(772) 288-5312

Telephone Number

mberger@ci.stuart.fl.us

Email Address:

Louis J. Boglioli III

Michelle Lee Berger, Project Manager

By: Name/Title

Stuart, Florida 34994

City, State, Zip Code

City, State, Zip Code

Fax Number

STATE OF FLORIDA, COUNTY OF Martin

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

1 day of August, 2022 By Louis J. Boglioli III

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public

My Commission Expires

Commission # GG 230877

Expires October 17, 2022

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

Financial Responsibility Form

(Please Print or Type)

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

Name: <i>Louis J. Beglioli III</i> Michelle Lee Berger, M.P.A.
Title: Project Manager
Company: City of Stuart
Company Address: 121 SW Flagler Avenue

City/State/Zip Code: Stuart, Florida 34994
Telephone Number: (772) 288-5312
Facsimile Number:
Email Address (optional): mberger@ci.stuart.fl.us <i>lbeglioli@ci.stuart.fl.us</i>

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

1. Signed this 1 day of August, 2022.


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

Application Requirements

Fees (check box): 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.

Rezoning to CPUD	\$3,638.00	☐	Rezoning to UPUD	\$3,638.00	☐
Rezoning to RPUD	\$3,638.00	☐	Rezoning to UPUD < 5 Bungalow Units	\$1,523.00	☐
Rezoning to MXPUD	\$3,638.00	☐	Rezoning to Public Service PSPUD	\$3,638.00	☐
Rezoning to Industrial IPUD	\$3,638.00	☐	Non-PUD District Rezoning	\$1,065.00	☒

Submittal Requirements: A completed application form, the payment of fees, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and a site plan. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) The data requirements for a site plan and a concept plan are available at the Development Department.

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

Written justification supporting the application and demonstrating how the application:

- Is consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and
- Complies with the relevant development standards of the City of Stuart Land Development Code *(include additional pages if needed)*.

(over)

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

David Dyess, being first duly sworn, depose(s) and say(s):

That I am the owner or petitioner of the following described property which constitutes the location for which notification is required:

3473 NW GREEN RIVER PKWY JENSEN BEACH 34957

That a copy of the notice was sent by regular U.S. Mail on (09/09/2022) to the property owners within 300 feet of the subject property; and

That a list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent and property was posted 15+ days prior to the scheduled public hearing(s) for this item.


SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

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 19 day of September, 2022 By

David Dyess
Personally Known OR Produced Identification


Type of Identification Produced:

Notary Public, State of Florida
(Notary Seal)

My Commission expires:



MICHELLE VICAT
Commission # GG 230877
Expires October 17, 2022
Bonded Thru Budget Notary Services



From the office of Jenny Fields, CFA
Martin County Property Appraiser

NOTICE

Public information data is furnished by the Martin County Property Appraiser's office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied, as to the correctness, accuracy, reliability, completeness, usefulness, suitability and/or timeliness of information or links herein.

This data is not certified. This data does not include any owners who qualify for confidentiality pursuant to FS 119.071 & 493.6122. This office assumes no liability associated with the use or misuse of such data.

Note that search results may not be complete due to public records exemptions. If compiling results for legal notice, a complete list is required. For assistance with missing parcel owner information, please contact the Martin County Property Appraiser's Office at 772-288-5608.

The address labels are formatted for 1" x 2 5/8" labels. 3 across by 10 down.
Compatible with Avery 5160.

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

ERB MEL J JR PARK SUSIE
3401 SW ST LUCIE SHORES DR
PALM CITY FL 34990

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

OSPREY KEY ASSOCIATION INC
1400 CENTERPARK BLVD STE 1000
WEST PALM BEACH FL 33401

FRUGGIERO JEFFREY E FRUGGIERO
SHAUNA
63 NE ACACIA TRL
JENSEN BEACH FL 34957

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

OSPREY KEY ASSOCIATION INC
1400 CENTERPARK BLVD STE 1000
WEST PALM BEACH FL 33401

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

PINECREST LAKES INC
340 JENSEN BEACH BLVD
JENSEN BEACH FL 34957

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

STINSON CHRISTOPHER & RENEE
93 NE ACACIA TRL
JENSEN BEACH FL 34957

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

THOMAS TRUST L L C
4 MARINA ISLES BLVD #302
INDIAN HARBOUR BEACH FL 32937

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

THOMAS TRUST LLC
4 MARINA ISLES BLVD STE 302
SATELLITE BEACH FL 32937

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

WADELL CHARLES R WADELL SONDR A F
123 NE ACACIA TRL
JENSEN BEACH FL 34957-4621

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401



JENSEN BEACH
2301 NE SAVANNAH RD
JENSEN BEACH, FL 34957-9998
(800)275-8777

09/09/2022 02:32 PM

Product	Qty	Unit Price	Price
Mighty MS	1	\$6.00	\$6.00

Grand Total: \$6.00

Credit Card Remit \$6.00

Card Name: VISA
Account #: XXXXXXXXXXXX9406
Approval #: 319023
Transaction #: 431
AID: A0000000031010 Contactless
AL: VISA CREDIT

Every household in the U.S. is now
eligible to receive a third set
of 5 free test kits.
Go to www.covidtests.gov

In a hurry? Self-service kiosks offer
quick and easy check-out. Any Retail
Associate can show you how.

Preview your mail
Track your Packages
Sign up for FREE @
<https://intormedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 114470-0410
Receipt #: 840-53270162-3-5722035-1
User: 21

1783.28.1
City of Stuart Task 4B

Fire Station 3

Notices to adjacent
property owners.

9/9/2022

NOTICE OF PUBLIC HEARING

**FUTURE LAND USE AMENDMENT
FROM COMMERCIAL TO PUBLIC**

Fire Station 3

STUART LIA October 1st, 2022 at 9:30 PM

AND

CITY COMMISSION

October 24th, 2022 at 5:30 P.M.

STUART CITY HALL 325 SW FLAGLER AVE.

772-288-5326 9:30 AM- 5:00 PM

**VISIT WWW.CITYOFSTUART.US FOR MORE
INFORMATION**



NOTICE OF PUBLIC HEARING

**FUTURE LAND USE AMENDMENT
FROM COMMERCIAL TO PUBLIC**

See Ordinance 2

Monday, 10th January 2017, 5:00 PM to 6:00 PM

City Commission

Monday, 30th, 2017, 6:00 PM to 7:00 PM

City Council, 1st Floor, 100 N. Washington

100 N. Washington, Suite 100, Tallahassee, FL 32301

For more information, visit www.tallahassee.gov

or call 904.251.1234

For more information, visit www.tallahassee.gov

or call 904.251.1234