City of Stuart

A G E N D A

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD June 8, 2020
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Merritt Matheson
Commissioner - VACANT

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.*

ROLL CALL

THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

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JOIN MEETING:
https://us02web.zoom.us/j/81992212218

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Meeting ID: 819 9221 2218
Dial In numbers:
+1 312 626 6799 US
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+1 301 715 8592 US

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PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. GARDEN WEEK - JUNE 7-13, 2020

PRESENTATIONS

2. DEPARTMENT OF HEALTH UPDATE

3. HURRICANE PREPAREDNESS PRESENTATION

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 Minutes Max.)

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

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.*

4. APPROVAL OF 05/26/2020 CCM MINUTES (RC)

5. ADVISORY BOARD APPOINTMENT OF KATHERINE MAKEMSON TO THE COMMUNITY REDEVELOPMENT BOARD (RC)

END OF CONSENT CALENDAR

COMMISSION ACTION

6. SPEEDY MART WAIVER (QUASI-JUDICIAL) (RC):

RESOLUTION No. 66-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A DISTANCE WAIVER TO SHAHER BARGHOUTHY OWNER OF SPEEDY MART, INC., THEREBY PERMITTING THE SALE OF PACKAGE BEER AND WINE WITHIN 500 FEET OF A SCHOOL AND WAIVING THE PARKING REQUIREMENT FOR THE POPOSED USES AT PROPERTY LOCATED AT 502 THRU 516 MARTIN LUTHER KING JR. BLVD; PROVIDING A SITE PLAN; AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

7. CERP LETTER TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) (RC):

RESOLUTION No. 67-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A LETTER TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CLARIFYING THE POSITION OF THE CITY ON THE "SAVINGS CLAUSE" IDENTIFIED IN THE WATER RESOURCES DEVELOPMENT ACT OF 2000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. CELEBRATING DIVERSITY (RC):

RESOLUTION No. 69-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CELEBRATING THE DIVERSITY OF OUR COMMUNITY AND DENOUNCING ALL ACTS OF RACISM, INTOLERANCE AND UNLAWFUL DISCRIMINATION, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

9. RESOLUTION EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19 (RC):

RESOLUTION No. 70-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

10. HARBOR GROVE APARTMENTS RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2436-2020; 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 TWO PARCELS EQUALING 13.93 ACRES, OWNED BY TED GLASRUD ASSOCIATES, FL, LLC, LOCATED ON THE WEST SIDE OF S.E. COMMERCE AVENUE, SOUTH OF S.E. INDIAN STREET, AND NORTH OF S.E. FISCHER STREET WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE AHS AT HARBOR GROVE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF THREE HUNDRED TWENTY FOUR (324) MULTI-FAMILY UNITS WITHIN NINE (9) INDIVIDUAL THREE-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

11. ABANDONMENT OF RIGHT-OF-WAY AT OSCEOLA STREET (RC):

ORDINANCE No. 2431-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF KRUEGER PARK, AS RECORDED IN PLAT BOOK 1, PAGE 25, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. STUART OCEAN RPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2435-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTY AND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; 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.

13. MINOR AMENDMENT TO AVONLEA PUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2438-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION NUMBER 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. TECO GAS FRANCHISE AGREEMENT (RC):

ORDINANCE No. 2441-2020; AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

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.*

DISCUSSION AND DELIBERATION

15. PURCHASE OF PROPERTY COMMONLY REFERRED TO AS THE WELL'S BUILDING

16. PROPOSED ART/VINYL WRAPPING ON TRAFFIC CONTROL BOXES WITHIN THE CITY LIMITS

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** David Dyess, City Manager

Title of Item:

THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

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Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** R. CAVO

Title of Item:

GARDEN WEEK - JUNE 7-13, 2020

Summary Explanation/Background Information on Agenda Request:

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

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Garden Week June 7-13, 2020	6/2/2020	Proclamation

PROCLAMATION
GARDEN WEEK
JUNE 7 – 13, 2020

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

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

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

NOW, THEREFORE, in an effort to acknowledge the importance of gardening and the numerous contributions of gardeners and garden clubs, I, Michael J. Meier, Mayor of the City of Stuart hereby proclaim June 7 – 13, 2020 as:

GARDEN WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 8th day of June, 2020

ATTEST:

_____

MICHAEL J. MEIER
Mayor

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Michelle Vicat

Title of Item:

DEPARTMENT OF HEALTH UPDATE

Summary Explanation/Background Information on Agenda Request:

Department of Health Update

Funding Source:

N/A

Recommended Action:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Michelle Vicat

Title of Item:

HURRICANE PREPAREDNESS PRESENTATION

Summary Explanation/Background Information on Agenda Request:

Hurricane Preparedness Presentation by Derek Ortado

Funding Source:

N/A

Recommended Action:

N/A

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 05/26/2020 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	5/26/2020 CCM MInutes	6/3/2020	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD May 26, 2020
AT 5:30 PM Commission Chambers & ZOOM Telecommunications
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson

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

5:30 PM ROLL CALL – Meeting Called to Order

Clerk's Note: This was Commissioner Kelli Glass Leighton's last Commission Meeting, resignation effective May 27, 2020.

THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

Statement by City Manager Dyess:
Pursuant to Executive Order 20-69 issued by the Office of Governor Ron DeSantis on March 20, 2020, due to COVID-19, municipalities may conduct meetings of their governing boards without having a quorum of its members physically or at any specific location and utilize communications media such as telephonic or video conferencing as provided by Florida Statute 120.54. Procedures for public comment may be made utilizing a laptop, tablet, computer, or smartphone. All public comments will be taken at the beginning of the meeting for all agenda items. Click participants, then click raise hand at the bottom of the participant window. Your microphone will be unmuted when you are called on to speak. The public may choose to activate their camera if they wish. Both will be deactivated once their public comment time is completed. If attending by phone, press *9 to raise your hand, you will be called by the last three digits of your phone number. All are asked to state their name and address clearly for the record.

During Roll Call, for the record, Dyess requested the board state whether they are present in person or attending the meeting virtually.

5:31 PM Roll Call

Present: Mayor Meier, Vice Mayor Clarke, Commissioner Bruner, Commissioner Glass Leighton, Commissioner Matheson (all board members in person)

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

5:32 PM 1. SERVICE AWARDS - MAY 2020

Lisa Conti, Public Works - 5 years
Matthew Cernuto, Police - 15 years
Kathleen Lannon, Police - 20 years
David Jackson, Fire Rescue - 20 years

2. EMPLOYEE OF THE MONTH - MAY 2020

Congratulations to Diesel Gas Mechanic, Kenny Miller who was recognized as the May Employee of the Month, announced by Public Works Director, David Peters.

5:36 PM 3. LOSOM UPDATE BY BEN HOGARTH

Community Affairs Liaison, Ben Hogarth came forward and presented an update on the St. Lucie River, conservation areas, drought issues, and the LOSOM savings clause. Informed Commission that he will be bringing another letter on the savings clause before them for support.

5:41 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- **As her last meeting as Commissioner, emotionally commented on her journey as a Commissioner and recognized all the City staff, past and present for their dedication and hard work and thanked them. Thanked fellow Commissioners, present and past, and most importantly, the residents for their vote and confidence for their trust during the past 8 and a half years as it has been a privilege to serve them.**

Vice Mayor Clarke

- **Commented on the Memorial Day holiday and posted on her Facebook page about Smith Turner Park and honoring veterans.**

- **Inquired about areas of town in which access of high-speed internet/Wi-Fi/cable is not available.**

City Manager Dyess responded on the access availability and noted he is researching further information.

- **Commented on her history with Commissioner Glass Leighton and thanked her for her service and all she has done in her 8 plus years in the City; wished her all the best.**

Commissioner Matheson

- **Thanked Ben Hogarth for his presentation and the Commissioner's support for his river battle and signing the past letter; thrilled with the direction of this project.**
- **Feels at this time of Memorial Day, we should also be memorializing those we have lost to COVID-19 in a more formal fashion in the future; must not let this divide us as a Country.**
- **Commented that it has been an honor to serve with Commissioner Glass Leighton and wished her luck.**

Commissioner Bruner

- **Wished Kelli Glass Leighton the best and happy to have worked alongside her.**
- **Commented on the East 10th Street opening for the children and the good job the staff is doing.**

Mayor Meier

- **Commented on being tested for COVID-19 and would like Renay Rouse to provide regular brief updates on Zoom in order to keep up with the data.**
- **Expressed that he has enjoyed working with Commissioner Glass Leighton for her thought process, thoroughness, integrity, and has learned a lot from her, wished her all the best.**

Mayor Meier presented Commissioner Glass Leighton with a gift. All Commissioners gathered for a photo. Meier respectfully announced Glass Leighton's service to the City:
Commissioner for over 8 years
Mayor in 2015 and 2018

COMMENTS BY CITY MANAGER

City Manager Dyess

- **The plaque at the Mayor's Park for Kelli Glass Leighton is being updated.**
- **Commented on the Protective Orders 05-20, athletic fields opening with plans and reinstating 3-hour parking districts.**

APPROVAL OF AGENDA

6:00 PM MOTION: Move approval of the Agenda.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 Minutes Max.)

1) **Stephen Leighton – Monterey Rd.; On behalf of the Congressional Art Competition, are not able to use the Art's Council dues to social distancing and have reached out to the Flagler Center but would have to rent the space for a fee. Requesting to partner with the City to use a City day for the event. Congratulated and thanked Commissioner Glass Leighton for her service.**
2) **Tom Campenni – Zoom; Commented that he spoke with Congressman Mast's office and had approved the day they requested at Flagler Center, so he was confused.**

6:03 PM MOTION: Move that we approve allowing the federal program, the arts program, Congressional Arts Competition to be conducted at Flagler Center. [Using a Stuart day.]
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Glass Leighton
Motion passed unanimously. 6:06 PM

3) **Marcus Rothstein - Zoom; Cleveland Ave.; Commented on the affordable housing at 603 SW Federal Hwy. sign posed about sewer connection and stated he is highly against them bypassing the sewer connection and asked the City to make sure they connect to City sewer to avoid septic drainage into the river.**

City Manager stated the applicant withdrew the request to go before the Commission and they will enter into a Utility Service Agreement with the City.

CONSENT CALENDAR

4. APPROVAL OF 4/27/2020 CCM, 5/4/2020 SCM, AND 5/11/2020 CCM MINUTES

5. EVOQUA WATER TECHNOLOGIES:

RESOLUTION No. 56-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A SINGLE SOURCE PROCUREMENT FOR THE REMOVAL OF RESIN AND GRANULAR ACTIVATED CARBON FROM THE WATER TREATMENT FACILITY EXCHANGE PRE-TREATMENT SYSTEM, DISPOSAL VIA INCINERATION, AND THE INSTALLATION OF A HYBRID DOW EX PSR2 PLUS CI IONEXCHANGE RESIN AND A COAL BASED ULTRACARB 1240LCD FROM EVOQUA WATER TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED $265,961.00. PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. AUTHORIZATION TO APPLY FOR A COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT:

RESOLUTION No. 62-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR COMMUNITY PLANNING TECHNICAL GRANTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:09 PM MOTION: Motion to approve the Consent.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

COMMISSION ACTION

7. SHOPPES ON COLORADO ANNEX MUCCU:

RESOLUTION No. 55-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO ALLOW THE DEVIATION OF REQUIREMENTS REGARDING THE PRINCIPAL BUILDING PLACEMENT, FRONT STREET FAÇADE WIDTH, PARKING LOCATION, AND CERTAIN ARCHITECTURAL REQUIREMENTS WITHIN THE URBAN CENTER ZONING DISTRICT; APPROVING PLANS FOR DEVELOPMENT TO ALLOW THE CONSTRUCTION OF 11,929 SQUARE FEET OF COMMERCIAL OFFICE, RETAIL, AND RESTAURANT WITHIN TWO BUILDINGS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; AND FOR OTHER PURPOSES.

Stephen Mayer, Senior Planner, Development Department presented to include the noticing requirements, existing land use, zoning, site design, landscape plan, and architectural renderings of the Shoppes on Colorado Annex MUCCU.

In addition to the staff; Steven Mayer of the Development Department, three (3) people sworn; Kristen Brown, Ted Glassrud Associates, Bill Mathers, Mathers Engineering, and Dan Siemsen, Gentile Glas Holloway O'Mahoney & Associates.

Ms. Kristen Brown presented the project with a power point that included the existing building and lot, the proposed vision of the site plan, floor plan, building elevations, and the landscape plan/trees.

Dan Siemsen came forward and commented on the choice of trees for the project and pervious parking lot.

Mayor Meier commented on the type of trees he is interested in maintaining for the project, to produce shade.

Bill Mathers of Mathers Engineering presented on the pervious concrete, retention areas, and drainage.

Concerns: Matheson - Shade trees / Glass Leighton – Run-off/retention

Mayor Meier commented on the overall plan on Colorado and feels they are getting hung up on too many details.

Commissioner Bruner stated her vision for the area and commented that she would like to see a boardwalk along the backside of the building.

7:31 PM MOTION: Motion to table.
Moved by: Commissioner Matheson
Seconded by: -----
Motion died for lack of second. 7:47 PM

Commission discussed list of deviations; principal building location/façade pushed in to preserve trees, parking location, seating.

Commissioner Bruner made a Motion. City Attorney Mortell clarified the motion being continued to a date certain of June 8th and the specifics of the various rights and approvals, which would not be done by June 8th, verifying whether it was contingent upon the list for the applicant to come back with changes

Ms. Brown stated they do offer public access from the sidewalk along the front of the building to the breezeway, the patio is overlooking Frazier Creek, but to provide the access to the Creek, requested clarification from the Commission. Suggested the Commission speak with the architect who is available on the phone.

Paul Kuehn, project architect, commented via the telephone on the boardwalk/walkway access limitations.

7:38 PM MOTION: Come back in 2 weeks and would like to see how they can incorporate a boardwalk saving the trees and, I'm okay with going right up to the property, but I won't go there, bring it back the 11.1, save the oak trees somehow and have a little boardwalk around the building up to the front building somehow, I'd like to see that. [Amended Motion: Public access instead of boardwalk, brought back with conditions to date certain of June 8th.]
Moved by: Commissioner Bruner
Seconded by: Commissioner Matheson
Motion rescinded, no vote. 7:47 PM

Public Comment:

1) **Tracy Barnes – Channel Avenue; Commented on the drainage, suggested Commissioners visit the area as the area would not be conducive to a boardwalk. Thanked Kelli Glass Leighton for her service.**
2) **Armond Pasquale – Seminole Street; Concerns about traffic on Colorado Avenue and adding a new restaurant/bar will make it worse.**

7:54 PM 8. AUTHORIZATION TO HIRE EISENSTEIN MALANCHUK LLP:

RESOLUTION No. 63-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION OF A LEGAL SERVICES AGREEMENT WITH EISENSTEIN MALANCHUK LLP, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Attorney Mortell provided a brief review of this resolution.

7:56 PM MOTION: Move approval of Resolution 63-2020.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

ORDINANCE FIRST READING

9. TECO GAS FRANCHISE AGREMENT:

ORDINANCE No. 2441-2020; AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

David Peters, Public Works Director provided information to clarify that residents seeking information about gas lines at their homes should contact TECO directly.

Mayor Meier commented that he feels we need to explore other energy sources so he would not be in favor of this.

Commissioner Matheson asked Attorney Mortell if other options were available.

Attorney Mortell responded that he is not aware of other gas franchises in the area. He explained the issue before them in this Ordinance.

7:59 PM MOTION: Move approval.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Matheson
Motion passed 4/1.

Meier – NO
Clarke – YES
Bruner – YES
Glass Leighton – YES
Matheson - YES

8:05 PM 10. MINOR AMENDMENT TO AVONLEA PUD (QUASI-JUDICIAL):

ORDINANCE No. 2438-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION NUMBER 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4 People sworn; Kevin Freeman and Stephen Mayer of Development Department, Nik Schroth, and Frank Wacha.

Commissioner Matheson announced that he has submitted FORM 8B and is abstaining from the vote.

Stephen Mayer, Senior Planner, introduced the project and Nik Schroth came forward to present the proposed plan of the New Avonlea PUD Off-site Improvement Plan.

8:11 PM MOTION: Move for approval 2438-2020.
Moved by: Commissioner Bruner
Seconded by: Vice Mayor Clarke
Motion passed 4/5 (Matheson - Abstain)

11. STUART OCEAN RPUD - FIRST READING (QUASI-JUDICIAL):

ORDINANCE No. 2435-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTY AND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; 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.

12 People sworn, 6 people testified on the record; Kevin Freeman and Tom Reetz, City of Stuart, Bob Raynes, Gunster Law Firm, Mike Houston, HJA Design Studio, Aimee Carlson, Pulte Group, Bill Pfeiffer, Bowman Consulting.

Tom Reetz and Kevin Freeman briefly presented to introduce the project with the site plan, comprehensive plan, and review of conditions.

Bob Raynes, Attorney for the applicant, submitted resume for Mr. Michael Houston of HJA Design Studio for the record.

Mike Houston reviewed the site data including land use, zoning, and encroachments.

Between first and second reading of Ordinance No. 2435-2020, clarification of parcels A and B.

Commissioner Matheson requested a bike rack be added to the bus stop seating area. Mike Houston agreed to the request.

Commissioner Bruner commented on her approval of this project.

Public Comment:

1) **Jane Cornett – Attorney for Kingswood III; Here in support of the project, have worked out an agreement that addresses the concerns of the residents and requests the commission approve.**
2) **Jack Reynaud – Ocean Blvd; Kingswood Phase III President; Commented that they are no longer in opposition.**
3) **Laura Giobbi - Ocean Blvd; Kingswood II, thanked Pulte for being a good neighbor and in favor of the project.**

8:53 PM MOTION: Move approval of Ordinance No. 2435-2020.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously. 9:02 PM

ORDINANCE SECOND READING

12. AMENDMENT TO CITY CODE OF ORDINANCES RELATING TO BUILDING REGULATIONS:

ORDINANCE No. 2440-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING CHAPTER 10 OF THE CITY OF STUART CODE OF ORDINANCES ENTITLED "BUILDINGS AND BUILDING REGULATIONS" TO ALIGN WITH STATE CODE; TO ENABLE ENFORCEMENT OF CONTRACTOR LICENSING AND TO ESTABLISH SAFETY PROVISIONS FOR STORM SHUTTERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

9:02 PM MOTION: Move for approval.
Moved by: Commissioner Bruner
Seconded by: Commissioner Matheson
Motion passed unanimously.

DISCUSSION AND DELIBERATION

9:03 PM ADJOURNMENT

Mary R. Kindel, City Clerk	**Michael J. Meier, Mayor**

Minutes to be approved at the Regular Commission Meeting this 8th day of June, 2020.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

ADVISORY BOARD APPOINTMENT OF KATHERINE MAKEMSON TO THE COMMUNITY REDEVELOPMENT BOARD (RC)

Summary Explanation/Background Information on Agenda Request:

Commissioner Liaison, Merritt Matheson has appointed Ms. Katherine Makemson to the Community Redevelopment Board (CRB) to replace Ms. Cristina Maldonado who resigned from the board on May 18, 2020. If approved by the Commission, Ms. Makemson will fulfill the remaining term from June 8, 2020 to December 31, 2020, with an opportunity to renew for a two year term.

Funding Source:

N/A

Recommended Action:

Move to appoint Katherine Makemson as a member of the Community Redevelopment Board (CRB).

ATTACHMENTS:

	Description	Upload Date	Type
🗋	CRB Application - Katherine Makemson	5/28/2020	Attachment
🗋	CRB Board Member Listing	5/28/2020	Attachment
🗋	CRB Resignation - Cristina Maldonado	5/28/2020	Attachment

Kindel, Mary

From: Dyess, David
Sent: Tuesday, May 26, 2020 8:18 PM
To: Kindel, Mary
Subject: Fwd: Online Form Submittal: Board Application

Did you get this online board application

Sent from my iPhone

Begin forwarded message:

From: "noreply@civicplus.com" <noreply@civicplus.com>
Date: May 26, 2020 at 5:08:50 PM EDT
To: "Dyess, David" <ddyess@ci.stuart.fl.us>
Subject: Online Form Submittal: Board Application

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Board Application

Full Name	Katherine Makemson
Present Occupation	Director of Education, The Children's Museum of the Treasure Coast
Contact Phone	772-631-4511
Email Address	katiemakemson@yahoo.com
Street Address	1227 Southeast Parakeet Lane
City, State, Zip	Stuart
Membership in Community Organizations or Professional Groups	Young Professionals of Martin County

List Former Advisory Board(s) Affiliations	The Hope Center for Autism Accreditation Board
Comments	*Field not completed.*
Indicate Board You Would Like to be Considered For	Community Redevelopment Board

The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)

Gender	Female
Race	Caucasian
Disability	Not Known

Email not displaying correctly? View it in your browser.

COMMUNITY REDEVELOPMENT BOARD

Updated: 5/28/2020

MEMBERS:		LIAISON:	APPOINTMENT/TERM DATES:
Chair:	Frank Wacha 369 NE Baker Rd. Stuart, FL 34994 Mail to: P.O. Box 1610 Jensen 34958 Office: 334-3700 Cell: 475-5080 Fax: 692-2677 Email: frankwacha@gmail.com	AL	12/30/12 - 12/30/13 12/30/13 - 12/30/15 12/30/15 - 12/30/17 12/30/17 – 12/30/19 12/30/19 – 12/30/2021
Vice Chair:	Nathan Ritchey 504 SE Amerigo Stuart, FL 34994 Cell: 772-263-1589 ritcheyrealestate@gmail.co	BRUNER	12/30/18 - 12/30/19 (1 yr. to coincide w BB term) 12/30/19 - 12/30/2021
	Chris Lewis 1115 E. Ocean Blvd. Stuart, FL 34996 Work: 286-0478 Cell: 215-4174 Email: clewis@lewislawgrouppa.com	CLARKE	12/30/17 - 12/30/18 12/30/18 – 12/30/2020
	VACANT	MATHESON	12/30/18 - 12/30/2020
	Tom Campenni 700 SW St. Lucie Crescent Stuart, FL 34994 Cell: 772-341-7455 Email: thomasfcampenni@gmail.com	MEIER	12/30/18 - 12/30/2020
	Pete Walson 614 SW Overlook Drive Stuart, Fl. 34994 Home: 283-1399 Cell: 631-7363 Email: prwalson@gmail.com	AL	12/30/12 - 12/30/13 12/30/13 - 12/30/15 12/30/15 - 12/30/17 12/30/17 - 12/30/19 12/30/19 - 12/30/2021
	Faye James 514 SE Florida Street Stuart, FL 34994 Business: 772-206-6489 Cell: 772-418-3006 Jamesfaye5@gmail.com	GLASS LEIGHTON	4/8/19 – 12/30/19 12/30/19 - 12/30/2021

From: cristina maldonado <yellowdogcris@yahoo.com>
Sent: Monday, May 18, 2020 4:41 PM
To: Pinkston, Jordan <jpinkston@ci.stuart.fl.us>; Matheson, Merritt <mmatheson@ci.stuart.fl.us>
Subject: CRB

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Jordan,
As of this week, my schedule at work has been changed and I will no longer have Tuesday afternoons off. This means I will not be able to participate in any more of the CRB meetings. Who do I need to tell? I am so sorry. We have had some staff changes and I am the only one that can cover the Tuesday pm shift.
Cristina Maldonado

1

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Tom Reetz

Title of Item:

SPEEDY MART WAIVER (QUASI-JUDICIAL) (RC):

RESOLUTION No. 66-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A DISTANCE WAIVER TO SHAHER BARGHOUTHY OWNER OF SPEEDY MART, INC., THEREBY PERMITTING THE SALE OF PACKAGE BEER AND WINE WITHIN 500 FEET OF A SCHOOL AND WAIVING THE PARKING REQUIREMENT FOR THE POPOSED USES AT PROPERTY LOCATED AT 502 THRU 516 MARTIN LUTHER KING JR. BLVD; PROVIDING A SITE PLAN; AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant, Shaher Barghouthy owner of Speedy Mart Inc., is seeking a 2-APS license to sell packaged beer and wine at 502 Martin Luther King Jr. Blvd. Section 4-3(b)(4) of the City's Code of Ordinances requires a 500 foot separation between locations providing for the sale of alcoholic beverages and schools unless a distance waiver is granted by the City Commission under proceedings in F.S.§166.041(3)(c) (attached). The school at issue here is the Stuart Middle School.

Section 4-3(b)(4): No alcoholic beverages shall be sold within 200 feet of any church, or within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the city commission approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided in F.S. § 166.041(3)(c), Florida Statutes.

Mr. Shaher Barghouthy has purchased the plaza from Philip Harvey. Shaher (Sam) plans to move his existing store located at the Gary Commercial Planned Unit Development to his new location at Harvey Plaza. He feels that this location with existing and proposed uses including the new convenience store will provide economic stimulus for this location in the East Stuart Community. Bathrooms in the end unit where the convenience store is proposed have been completed and inspected by the City's Building Department. The City's Police chief has 'no issue' with the waiver including the owner's request to sell package beer and wine between the hours of 9:00 AM and 11:00 PM only.

In addition to the distance waiver from the school to sell alcohol, the applicant is asking for a waiver of 15 required on site parking spaces for the entire plaza, staff finds that granting said waiver for parking is justified based on the number of existing on-street parking spaces available and the projected impact on parking based on the existing and potential uses for the plaza. Staff notes that the historic operation of this plaza and the fact that many customers rely on bicycles or walking to reach this location. Moreover, the community would benefit from the operation of a new retail convenience store at this property.

Mr. Barghouthy purchased the plaza in April of this year missing the approving Resolution's condition requiring the owner to obtain a Certificate of Occupancy within eight months for the convenience store selling alchohol. Since this request is basically the same waiver that was previously approved for Mr. Harvey just more than eight months ago, the new owner (Sam Barghouthy) request the application fee be fully refunded in the amount of $1,574.00.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 66-2020, which includes the following conditions:

1. This waiver shall be limited to a 2-APS beer and wine alcoholic beverage license (package sales only) from the Division of Alcoholic Beverages and Tobacco of the State of Florida.

2. The sale of package beer and wine shall be permitted between the hours of 9:00 AM and 11:00 PM only. The previous approval was from 9:00 AM to 9:00 PM.

3. Applicant shall post and maintain a sign, approved by the City Police Department, prohibiting the consumption of alcoholic beverages anywhere on premises.

4. The distance waiver from the middle school to sell alcohol shall be limited to the unit with the address of 502 Martin Luther King Jr. Blvd. only, is transferable and shall run with the land.

5. The parking waiver is transferable and shall run with the land and applies to any and all uses so long as the parking calculation does not exceed 21 required spaces. Any additional uses requiring additional parking must be authorized by East Stuart District major conditional use approval.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 66-2020	5/29/2020	Resolution add to Y drive
🗋	Application	5/28/2020	Backup Material
🗋	Recorded Resolution 74-2019 Harvey Waiver	5/28/2020	Backup Material
🗋	CC minutes August 26, 2019	5/28/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 66-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A DISTANCE WAIVER TO SPEEDY MART INC., THEREBY PERMITTING THE SALE OF PACKAGE BEER AND WINE WITHIN 500 FEET OF A SCHOOL AND WAIVING THE PARKING REQUIREMENT FOR THE EXISTING AND PROPOSED USES AT PROPERTY LOCATED AT 502 THRU 516 MARTIN LUTHER KING JR. BLVD; PROVIDING A SITE PLAN; AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Shaher Bargouthy, owner of Speedy Mart, Inc., a Florida registered company, is requesting a 2-APS liquor license for his place of business at 502 Martin Luther King Jr. Blvd. (A.K.A. Harvey Plaza); and

WHEREAS, City Code Section 4-3(b)(4) states that: *No alcoholic beverages shall be sold within 200 feet of any church, or within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the city commission approves the location as promoting the public health, safety, and general welfare of the community*; and

WHEREAS, City staff has reviewed Mr. Bargouthy's requested waiver and evaluated the potential impacts of the sale of package beer and wine at the proposed location; and

WHEREAS, the City Commission finds that conditionally granting said waiver promotes the public health, safety, and general welfare of the communities as it will assist with the redevelopment of this corridor.; and

WHEREAS, F.S. 562.45 (2) (A) is not applicable because this exception does not authorize on premise consumption. On premise consumption requires an ordinance adopted pursuant to F.S.166. 041(3)(c).

WHEARAS, City Land Development Code Section 3.02.05 Development Standards for the East Stuart Code District list permitted uses with number of parking spaces required for uses in the BMU sub-district; and

WHEARAS, City staff has also reviewed Mr. Bargouthy's requested waiver of 15 parking spaces and evaluated the potential impacts of the existing on street parking available; and

WHEREAS, the City Commission finds that conditionally granting said waiver for parking is justified based on the number of existing on-street parking spaces available and the projected impact on parking based on the existing and potential uses for the plaza.

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

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

SECTION 2: The 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 with 500-foot radius circles from the real property corners is set forth in **Exhibit "B"** attached hereto and made a part hereof by reference. A Site Plan with a title 'Revise Bathrooms for Accessibility' by Joseph M. McCarty, Architect, Inc. signed and sealed on 6/11/2019 is set forth as **Exhibit "C"**.

SECTION 3: The distance waiver is conditioned upon compliance with all provisions set forth below:

i. This waiver shall be limited to a 2-APS beer and wine alcoholic beverage license (package sales only) from the Division of Alcoholic Beverages and Tobacco of the State of Florida.

ii. The sale of package beer and wine shall be permitted between the hours of 9:00 AM and 11:00 PM only.

iii. Applicant shall post and maintain a sign, approved by the City Police Department, prohibiting the consumption of alcoholic beverages anywhere on premises.

iv. The distance waiver from the middle school to sell alcohol shall be limited to the unit with the address of 502 Martin Luther King Jr. Blvd. only, is transferable and shall run with the land.

v. The parking waiver is transferable and shall run with the land and applies to any and all uses so long as the parking calculation does not exceed 21 required spaces. Any additional uses requiring additional parking must be authorized by East Stuart District major conditional use approval.

SECTION 4: The failure of the applicant to comply with the Development Conditions or terms set forth in this resolution, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner or applicant 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 property owner to seek administrative or judicial redress.

SECTION 5: This conditional zoning approval, required by the state of Florida for the issuance of an alcoholic beverage license, may be revoked by the City manager for good cause shown, including violations of this resolution, excessive calls for police service, sale of alcohol to minors or noise violations. A decision by the City Manager to revoke conditional zoning approval is appealable to the City Commission.

SECTION 6: This resolution shall rescind Resolution 74-2019 in its entirety.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
VACANT, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING RESOLUTION, AND 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 FOREGOING RESOLUITON. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS BUSINESS ACCORDING TO THIS RESOLUTION, ITS CONDITIONS, AND THE DEVELOPMENT DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RESOLUITION MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ADMINISTRATIVE ACTIONS AND PENALTIES MAY BE TAKEN AGAINST THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, BY THE CITY, INCLUDING BUT NOT LIMITED TO SANCTIONS DESCRIBED IN THIS RESOLUITION, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS.

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

WITNESSES:

Shaher Barghouthy - owner

Print name: _____ _____

Speedy Mart, Inc.

Print name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

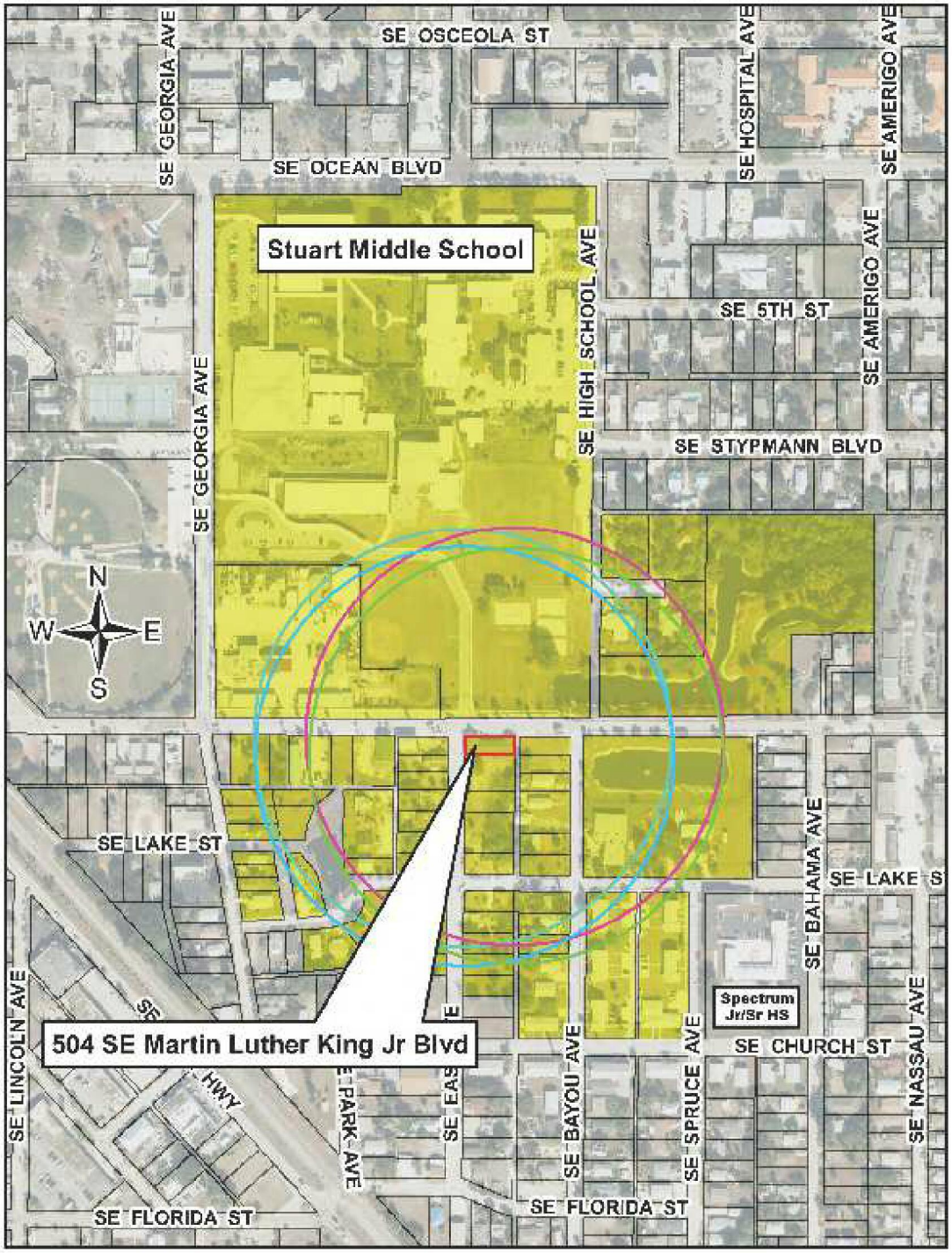
Signature of Notary Public: _____
Commission Expires:

Notary Seal:

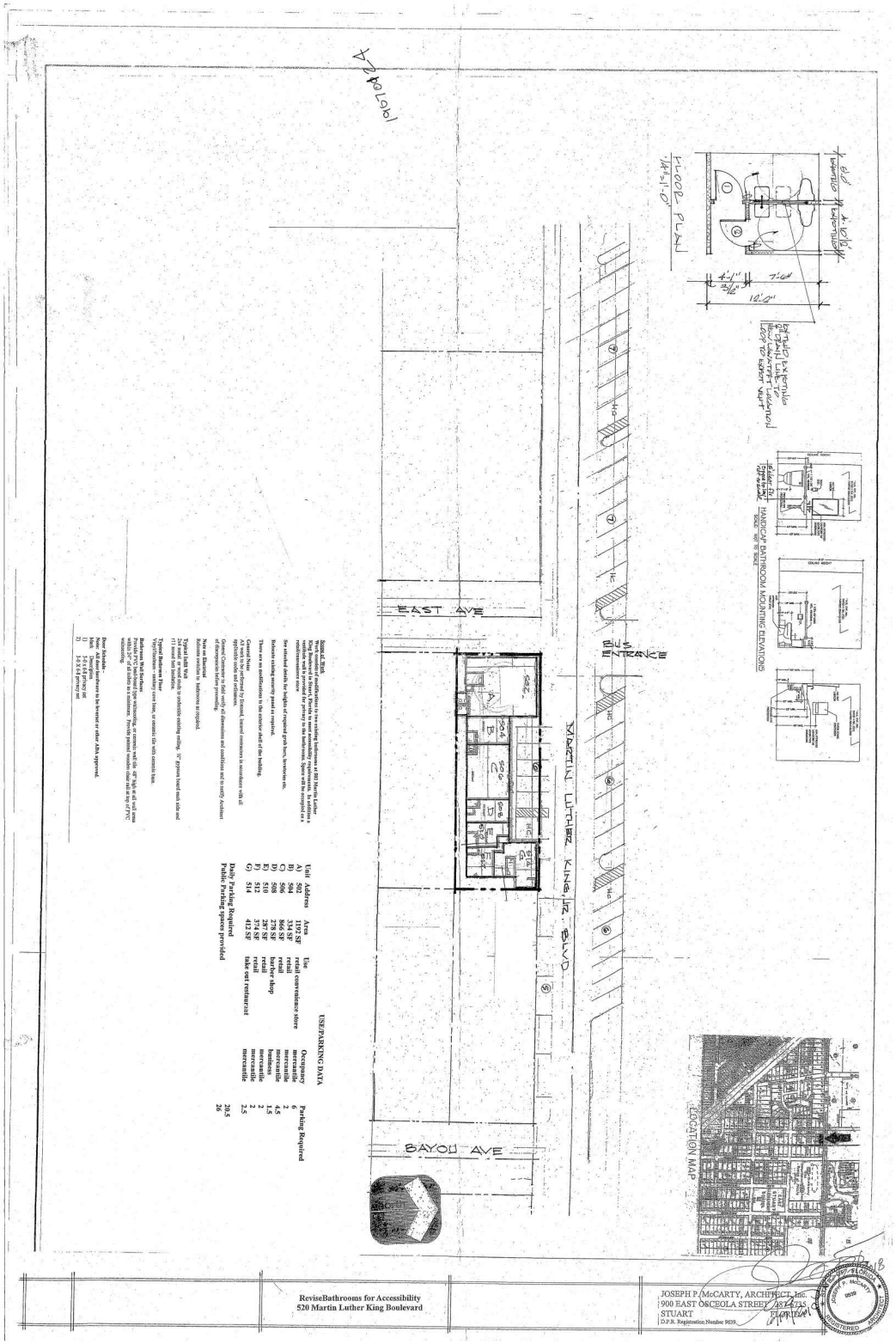
"Exhibit A"

Lot 1, Block 1, of Lincoln Park according to the Plat of Hillcrest and Lincoln Park according to the Plat of Hillcrest and Lincoln Park filed October 8, 1913. And recorded in Plant Book 5, Page 14, Palm Beach Together a 10' alley adjacent on the East side.

"Exhibit B"


SE OSCEOLA ST
SE GEORGIA AVE
SE OCEAN BLVD
SE HOSPITAL AVE
SE AMERIGO AVE
Stuart Middle School
SE HIGH SCHOOL AVE
SE 5TH ST
SE AMERIGO AVE
SE GEORGIA AVE
SE STYPMANN BLVD
N
W
E
S
SE LAKE ST
SE BAHAMA AVE
SE LAKE S
Spectrum Jr/Sr HS
504 SE Martin Luther King Jr Blvd
SE CHURCH ST
SE LINCOLN AVE
SE PARK AVE
SE BAYOU AVE
SE SPRUCE AVE
SE NASSAU AVE
SE FLORIDA ST
SE FLORIDA ST

"Exhibit C"


EAST AVE
MARTIN LUTHER KING, JR. BLVD
BAYOU AVE
MAIN ENTRANCE
LOCATION MAP
HANDICAP BATHROOM MOUNTING ELEVATIONS
USE/PARKING DATA
Unit Address Area Use Occupancy Parking Required
A) 502 1192 SF retail convenience store mercantile 6
B) 504 556 SF retail mercantile 2
C) 506 866 SF retail mercantile 3.5
D) 508 278 SF barber shop business 1.5
E) 510 324 SF retail mercantile 2
F) 512 374 SF retail mercantile 2
G) 514 412 SF take out restaurant mercantile 2.5
Daily Parking Required 20.5
Public Parking spaces provided 26
ReviseBathrooms for Accessibility
520 Martin Luther King Boulevard
JOSEPH P. McCARTY, ARCHITECT, Inc.
900 EAST OSCEOLA STREET 287-4735
STUART FLORIDA
D.P.R. Registration Number 9039

Stuart DEVELOPMENT

CITY OF STUART
DEVELOPMENT DEPARTMENT
URBAN CODE CONDITIONAL USE APPLICATION

Reviewed By: _____

RECEIVED
MAY 07 2020
DEVELOPMENT
Received By:

Application must be legible with all relevant fields completed.

Project ID# 22005001
(Staff Entry)

Pre-App Conference Date:	Application Date: 4/26/2020
Project Name: Speedy Mart Inc.	
Parcel ID# 04-38-41-012-001-00010-8	Project Address: 502 SE Martin Luther King Jr. Blvd
Zoning/CRA Sub-district: BMU/ East Stuart	
Subdivision: Lincoln Park	Lot(s): Lot 1 Blk 1 and closed Alley W1/2

Fee: $1,574.00 – Major Urban Code Conditional Use Permit (Community Redevelopment Board and City Commission Approval)
Fee: $524.00 – Minor Urban Code Conditional Use Permit (Community Redevelopment Board)
(This does not include fees that may be charged as a result of application reviews by the City's consultants or any required recording fees)

A Minor Urban Code Conditional Use Permit shall be required for relief from the following regulations of the urban code; paint colors; public art, and architectural materials.
A Major Urban Code Conditional Use Permit shall be required for relief from the following regulations of the urban code; density, permitted uses, setbacks, location of parking, location of buildings and structures, conflicts with utilities, curb cuts, historic buildings, pitched roofs in the old downtown district, number of stories, building height not to exceed 45 feet, parking located within a building envelope, location of a formula business, and architectural requirements.

Submittal Requirements: A completed application form, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, the payment of fees, and pertinent information per application type as determined by the Development Director.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the Community Redevelopment Board (CRB) public hearing followed by a recommendation to the City Commission.

Justification: Please provide justification supporting the request for an Urban Code Conditional Use Permit (include additional pages if needed).

(over)

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Shaher Barghouthy	City/State/Zip Code: Stuart/FL/34994
Title: Owner	Telephone Number: 772-215-6111
Company: Speedy Mart, Inc.	Facsimile Number:
Company Address: 720 Martin Luther King Jr. Blvd. Stuart, FL 34994	Email Address (optional): samb37@aol.com

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Shaher Barghouthy	City/State/Zip Code: 661 NE Zebrina Senda Jensen Beach, FL 34957
Title: Owner	Telephone Number: 772-215-6111
Company: Speedy Mart, Inc.	Facsimile Number:
Company Address: 720 Martin Luther King Jr. Blvd Stuart, FL 34994	Email Address (optional): samb37@aol.com

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

Name:	City/State/Zip Code:
Title:	Telephone Number:
Company:	Facsimile Number:
Company Address:	Email Address (optional):

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

4. Signed this 26 day of April, 2020.

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

Speedy Mart, Inc.
720 SE Martin Luther King Jr. Blvd.
Stuart, FL 34994

May 4, 2020

Stuart City Commissioners Office
121 SW Flagler Ave.
Stuart, FL 34994

Dear Mr. Thomas Reetz:

I am writing today to request a minor alteration to the Resolution (74-2019) to permit the sale of package beer and wine within 500 feet of a school. Specifically, as we discussed previously, I would like to request that Section 3, Part ii be changed to permit the sale of package beer and wine "between the hours of 9:00 AM and ~~9:00~~ 11:00 PM only." This minor change would more accurately reflect the nature of my business and be a tremendous help to my small business. Thank you for your time and I look forward to completing the resolution.

Regards,

Sam Barghouthy

Inst. # 2778201
Bk: 3086 Pg: 2301 Pages: 1 of 7
Recorded on:10/3/2019 3:29 PM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $61.00

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 74-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A DISTANCE WAIVER TO HARVEY PLAZA INC., THEREBY PERMITTING THE SALE OF PACKAGE BEER AND WINE WITHIN 500 FEET OF A SCHOOL AND WAIVING THE PARKING REQUIREMENT FOR THE EXISTING AND PROPOSED USES AT PROPERTY LOCATED AT 502 THRU 516 MARTIN LUTHER KING JR. BLVD; PROVIDING A SITE PLAN; AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Philip Harvey, owner of Harvey Plaza Inc., a Florida registered company, is requesting a 2-APS liquor license for his place of business at 502 Martin Luther King Jr. Blvd. (Harvey Plaza); and

WHEREAS, City Code Section 4-3(b)(4) states that: *No alcoholic beverages shall be sold within 200 feet of any church, or within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the city commission approves the location as promoting the public health, safety, and general welfare of the community*; and

WHEREAS, City staff has reviewed Mr. Harvey's requested waiver and evaluated the potential impacts of the sale of package beer and wine at the proposed location; and

WHEREAS, the City Commission finds that conditionally granting said waiver promotes the public health, safety, and general welfare of the communities as it will assist with the redevelopment of this corridor.; and

WHEREAS, F.S. 562.45 (2) (A) is not applicable because this exception does not authorize on premise consumption. On premise consumption requires an ordinance adopted pursuant to F.S.166. 041(3)(c).

WHEARAS, City Land Development Code Section 3.02.05 Development Standards for the East Stuart Code District list permitted uses with number of parking spaces required for uses in the BMU sub-district; and

WHEARAS, City staff has also reviewed Mr. Harvey's requested waiver of 15 parking spaces and evaluated the potential impacts of the existing on street parking available; and

WHEREAS, the City Commission finds that conditionally granting said waiver for parking is justified based on the number of existing on-street parking spaces available and the projected impact on parking based on the existing and potential uses for the plaza.

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

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

SECTION 2: The 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 with 500 foot radius circles from the real property corners is set forth in **Exhibit "B"** attached hereto and made a part hereof by reference. A Site Plan with a title 'Revise Bathrooms for Accessibility' by Joseph M. McCarty, Architect, Inc. signed and sealed on 6/11/2019 is set forth as **Exhibit "C"**.

SECTION 3: The distance waiver is conditioned upon compliance with all provisions set forth below:

i. This waiver shall be limited to a 2-APS beer and wine alcoholic beverage license (package sales only) from the Division of Alcoholic Beverages and Tobacco of the State of Florida.

ii. The sale of package beer and wine shall be permitted between the hours of 9:00 AM and 9:00 PM only.

iii. Applicant shall post and maintain a sign, approved by the City Police Department, prohibiting the consumption of alcoholic beverages anywhere on premises.

iv. The distance waiver from the middle school to sell alcohol shall be limited to the unit with the address of 502 Martin Luther King Jr. Blvd. only, is transferable and shall run with the land.

v. Mr. Harvey or subsequent owner shall obtain a Certificate of Occupancy for a convenience store with ability to sell package alcohol from 502 Martin Luther King Jr. Blvd. within 8 months of this approval or else the distance waiver becomes void.

vi. The parking waiver is transferable and shall run with the land and applies to any and all uses so long as the parking calculation does not exceed 21 required spaces. Any additional uses requiring additional parking must be authorized by East Stuart District major conditional use approval.

SECTION 4: The failure of the applicant to comply with the Development Conditions or terms set forth in this resolution, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner or applicant 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 property owner to seek administrative or judicial redress.

SECTION 5: This conditional zoning approval, required by the state of Florida for the issuance of an alcoholic beverage license, may be revoked by the City manager for good cause shown, including violations of this resolution, excessive calls for police service, sale of alcohol to minors or noise violations. A decision by the City Manager to revoke conditional zoning approval is appealable to the City Commission.

SECTION 6: This resolution shall rescind Resolution 91-2014 in its entirety.

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

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR	Y			
EULA R. CLARKE, VICE MAYOR	Y			
KELLI GLASS LEIGHTON, COMMISSIONER	Y			
MERRITT MATHESON, COMMISSIONER	Y			
MIKE MEIER, COMMISSIONER	Y			

ADOPTED this 26th day of August, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

Resolution No. 74-2019 Waiver 502-516 MLK

OWNERS ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING RESOLUTION, AND 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 FOREGOING RESOLUITON. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS BUSINESS ACCORDING TO THIS RESOLUTION, ITS CONDITIONS, AND THE DEVELOPMENT DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RESOLUITION MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ADMINISTRATIVE ACTIONS AND PENALTIES MAY BE TAKEN AGAINST THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, BY THE CITY, INCLUDING BUT NOT LIMITED TO SANCTIONS DESCRIBED IN THIS RESOLUITION, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS.

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

WITNESSES:

Tom Rotz

Print name: [signature]

Philip Harvey

[signature]

Harvey Plaza Inc.

Print name: Alicia King

[signature]

[signature]

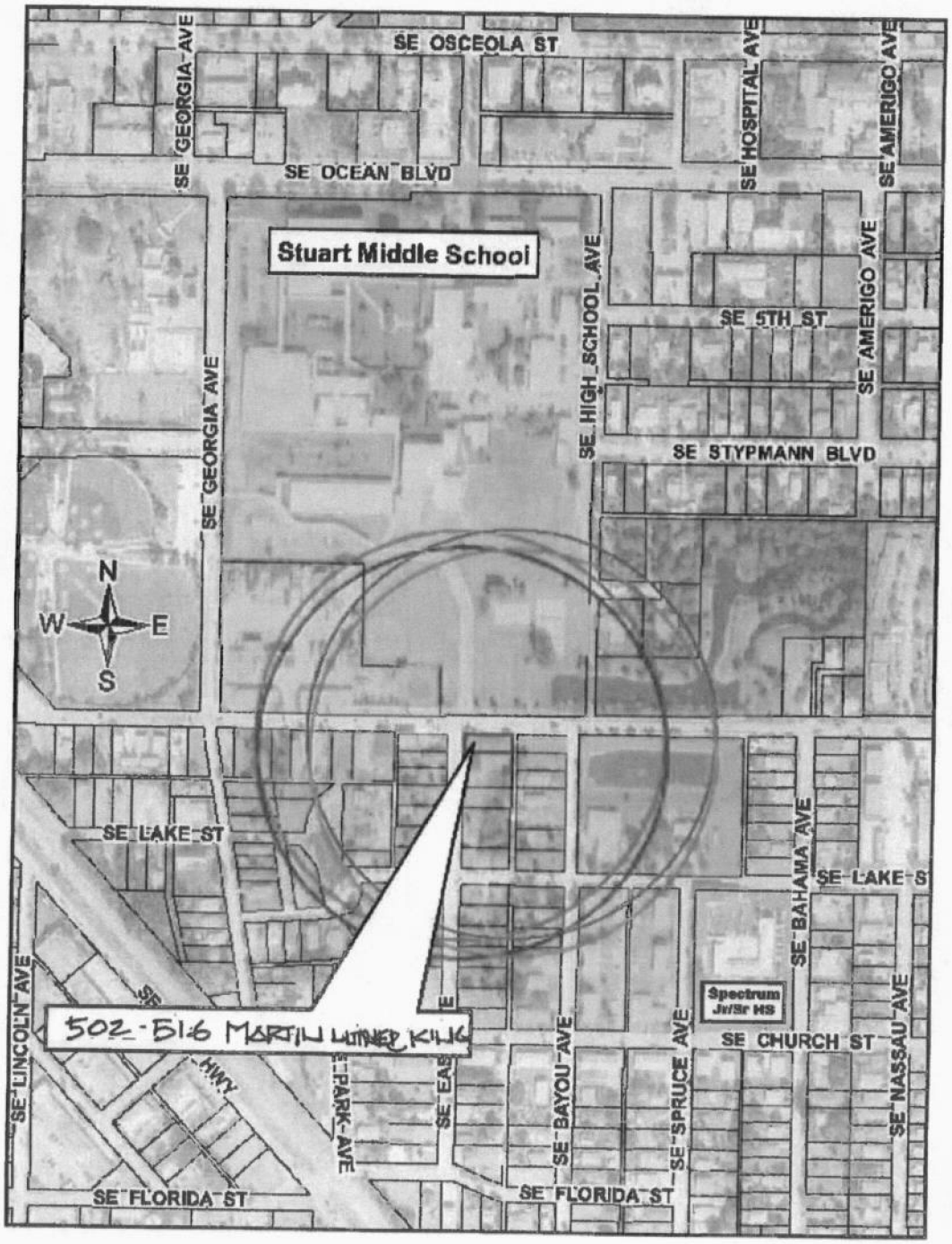
Notary Public, State of Florida
My Commission Expires: 07/18/2022
Notary Seal

Notary Public State of Florida
Darcee M Pilarski
My Commission GG 239737
Expires 07/18/2022

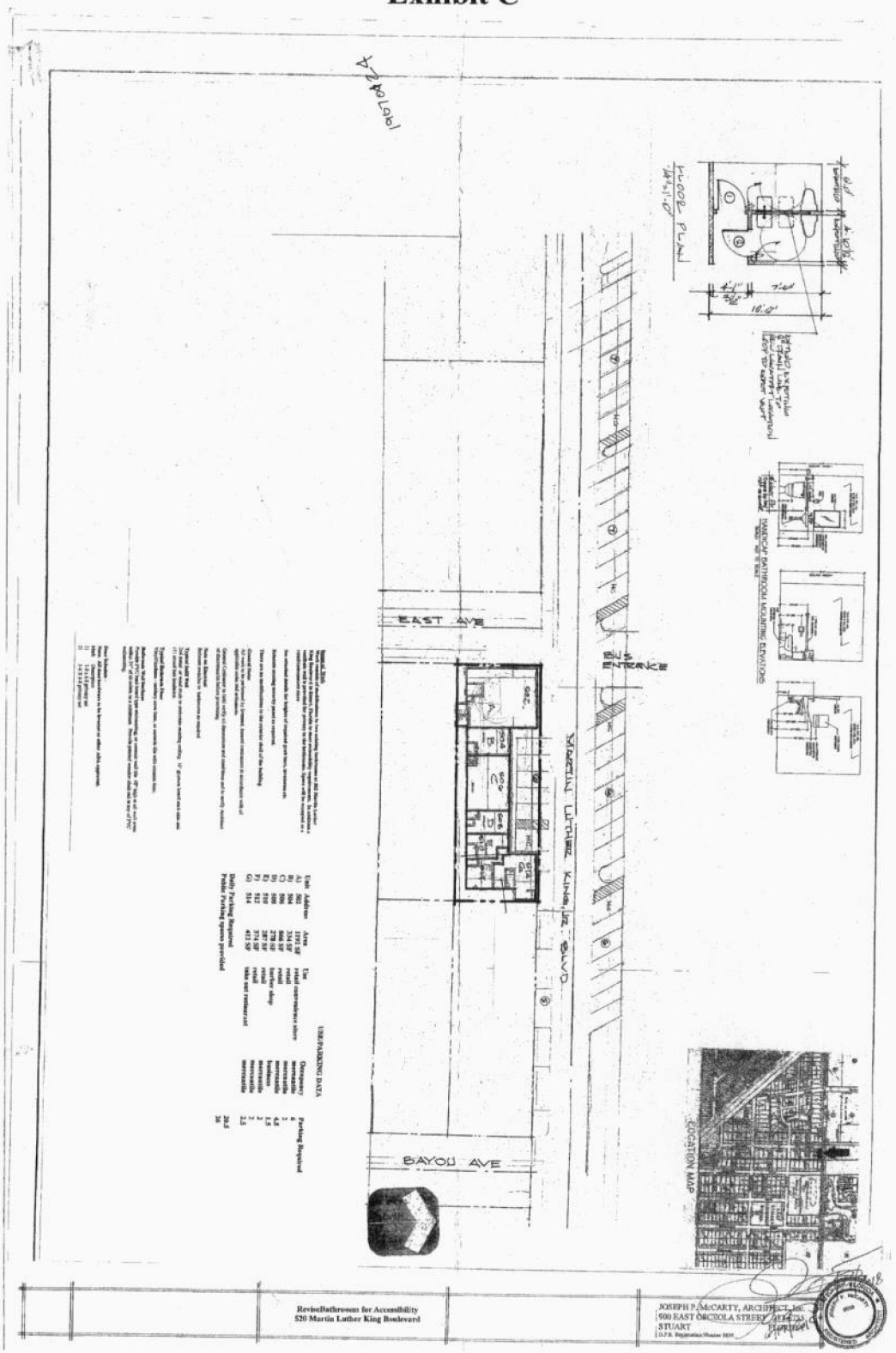
"Exhibit A"

Lot 1, Block 1, of Lincoln Park according to the Plat of Hillcrest and Lincoln Park according to the Plat of Hillcrest and Lincoln Park filed October 8, 1913. And recorded in Plant Book 5, Page 14, Palm Beach Together a 10' alley adjacent on the East side.

"Exhibit B"


SE OSCEOLA ST
SE GEORGIA AVE
SE OCEAN BLVD
SE HOSPITAL AVE
SE AMERIGO AVE
Stuart Middle School
SE HIGH SCHOOL AVE
SE 5TH ST
SE AMERIGO AVE
SE GEORGIA AVE
SE STYPMANN BLVD
N
W
E
S
SE LAKE ST
SE BAHAMA AVE
SE LAKE S
SE LINCOLN AVE
502-516 MARTIN LUTHER KING
Spectrum Jr/Sr HS
SE CHURCH ST
SE NASSAU AVE
SE BAYOU AVE
SE SPRUCE AVE
SE FLORIDA ST
SE FLORIDA ST

"Exhibit C"


EAST AVE
MARTIN LUTHER KING JR. BLVD
BAYOU AVE
LOCATION MAP
Revise Bathrooms for Accessibility
520 Martin Luther King Boulevard
JOSEPH P. McCARTY, ARCHITECT, INC.
900 EAST OSCEOLA STREET
STUART

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5306
Fax (772) 288-5305

City Clerk Department
Melissa "Joy" Warren
Assistant to The City Clerk

mwarren@ci.stuart.fl.us

September 26, 2019

Clerk of the Circuit Court
Attn: Recording
P.O. Box 9016
Stuart, FL 34995

RE: PLEASE RECORD:
RESOLUTION NO. 74-2019 –Harvey Plaza Waiver 502-516 Conditional Uses

Please record the above-named documents into the public records of Martin County. Upon completion, please return the original document back to my attention via inter-office mail.

Should you have any questions or comments, please do not hesitate to contact me at 772-288-3599 or mwarren@ci.stuart.fl.us.

Thank you,

Melissa "Joy" Warren
Assistant to City Clerk

Enc.

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD August 26, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Rebecca S. Bruner
Vice Mayor Eula R. Clarke
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson
Commissioner Mike Meier

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

5;36 PM ROLL CALL
Present: Mayor Bruner, Vice Mayor Clarke, Commissioner Glass Leighton, Commissioner Matheson, Commissioner Meier.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

5:37 PM PRESENTATIONS

1. AUGUST SERVICE AWARDS

Karla Noguero	**5 Years**
Theodore Delancy	**15 Years**
Charles Buchanan	**25 Years**

2. EMPLOYEE OF THE MONTH - AUGUST 2019

Janine Wilde, Public Works Executive Administrative Assistant, came forward to accept the August Employee of the Month award, thanking the commission and fellow co-workers for their support.

COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- **No comments.**

Commissioner Matheson

- **No comments.**

Commissioner Meier

- **Commented on Tropical Storm Dorian and that the NOAA website provides helpful updates and the City will also keep everyone informed.**
- **Suffering loss in the Amazon Rain Forest with massive destruction which will impact us, hopes that the City can do its part by planting trees.**
- **Looking forward to the Rivers Coalition event at Flagler Place on Thursday.**
- **City is partnering with the County Commissioners and their Agricultural Natural Resources Advisory Committee, co-hosting the first annual Farmer's and Chefs meet and greet event at Flagler Place in late October or early November.**

Vice Mayor Clarke

- **Announced that she presided over the local coordinated board meeting for transportation disadvantaged in the community. Discussions included Senior Services Solutions and overlapping Marty transportation services.**
- **Commented that the CRA Plan is an active plan in the City that supports affordable housing and recommends the public view the plan.**
- **Request to pull Item #5 from the Consent Calendar, for Attorney Mortell to explain the process as it goes with Item #8.**

Mayor Bruner

- **No comments.**

5:52 PM COMMENTS BY CITY MANAGER

City Manager Dyess

- **Staff is watching Hurricane Dorian, Captain Ortado is sending out updates to all City staff.**
- **Outlined the various athletic programs offered at the East 10th Street Community Center.**
- **Asked Kathleen Lannon, Youth Intervention Counselor, to come forward to present on a recently received award.**

Kathleen Lannon briefly presented on behalf of the Florida Gang Investigators Association and congratulated the City's Community Services Department and the 10th Street Reach-Up Youth Initiative for being the recipient of the Gang Prevention of the Year award.

City Manager Dyess invited Ben Hogarth, Community Affairs Liaison, to come forward to provide a river update.

Ben Hogarth briefly provided a river update.

Commissioner Meier commented that though there has been record rainfall with no Lake Okeechobee releases, no toxic algae blooms in the St. Lucie River have occurred. Would like to see a document created that demonstrates all the data collected over the years.

APPROVAL OF AGENDA

6:09 PM Motion: Move approval of the Agenda.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Meier
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

6:09 PM CONSENT CALENDAR

3. APPROVAL OF 08/12/2019 SCM AND 08/12/2019 CCM MINUTES

4. BUDGET AMENDMENT #13 - SANITATION COMMERCIAL DISPOSAL FEES:

RESOLUTION No. 73-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT No. 13 TO THE 2018-2019 SANITATION FUND; AUTHORIZING $140,000.00 FROM THE SANITATION FUND BALANCE TO THE COMMERCIAL SANITATION FUND FOR ADDITIONAL DISPOSAL FEES, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

(PULLED) 5. DECLARATION OF INTENT TO ABANDON RIGHT-OF-WAY, MOLLY'S HOUSE:

RESOLUTION No. 78-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS ON AUGUST 26, 2019, AND SEPTEMBER 9, 2019, AT 5:30 P.M. IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT AND RELOCATION OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY RELATED TO MOLLY'S HOUSE, MORE CLEARLY DESCRIBED IN THE ATTACHED EXHIBITS "A" AND "B"; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:10 PM Motion: Move approval of Ordinance No. 2409-~~2010~~[2019].
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Matheson
Motion passed unanimously.

5. DECLARATION OF INTENT TO ABANDON RIGHT-OF-WAY, MOLLY'S HOUSE:

RESOLUTION No. 78-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS ON AUGUST 26, 2019, AND SEPTEMBER 9, 2019, AT 5:30 P.M. IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT AND RELOCATION OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY RELATED TO MOLLY'S HOUSE, MORE CLEARLY DESCRIBED IN THE ATTACHED EXHIBITS "A" AND "B"; AND FOR OTHER PURPOSES.

Attorney Mortell reviewed Resolution No. 78-2019. Though it is unusual to have the Resolution approved before the Ordinance First Reading, but it is not required to be on separate agendas. This is to clean up the property rights. This is simply to declare the will to abandon this property at some point in the future.

Commissioner Meier commented on the transparency issue and prefers to see the Resolution and Ordinance on two separate meeting agendas.

Commissioner Matheson commented that he feels they should approve the Resolution tonight and move the Ordinance First Reading to the next meeting.

6:13 PM Motion: Move Resolution No. 78-2019.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Clarke
Motion passed 4/1.
Bruner - Yes
Clarke - Yes
Glass Leighton - Yes
Meier – No
Matheson - Yes

COMMISSION ACTION

6:19 PM 6. HARVEY PLAZA WAIVER (QUASI-JUDICIAL):

RESOLUTION No.74-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A DISTANCE WAIVER TO AL-SOUDI J CORP, THEREBY PERMITTING THE SALE OF PACKAGE BEER AND WINE WITHIN 500 FEET OF A SCHOOL AND WAIVING THE PARKING REQUIREMENT FOR THE POPOSED USES AT PROPERTY LOCATED AT 502 THRU 516 MARTIN LUTHER KING JR. BLVD; PROVIDING A SITE PLAN; AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Four (4) people sworn; Tom Reetz and Kevin Freeman of the City's Development Department, Phil Harvey, Harvey Plaza, and Dean Baumgartner, Realtor for Mr. Harvey.

Commission discussion included the clarification of they type of business in unit 502, what would be sold, and the timeframe to obtain a CO within 8 months.

Public Comment:

1) **Ora Solomon – 16th Court; Commented on possibly adding a drive through, in favor of the beer and wine store.**

Dean Baumgartner came forward to clarify the various business uses and parking issues at Harvey Plaza.

6:47 PM Motion: Move approval of Resolution No. 74-2019 with the addition of the sunset after 8 months.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Meier
Motion passed unanimously.

6:48 PM 7. 2020 LEGISLATIVE PRIORITIES:

RESOLUTION No. 75-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ADOPTION OF LEGISLATIVE PRIORITIES FOR THE 2020 LEGISLATIVE SESSION.

Ben Hogarth briefly presented on the 2020 Legislative Priorities.

6:51 PM Motion: Move approval.
Moved by: Commissioner Meier
Seconded by: Commissioner Glass Leighton
Motion passed unanimously.

ORDINANCE FIRST READING

6:52 PM 8. ROW ABANDONMENT REAR OF MOLLY'S HOUSE:

ORDINANCE No. 2414-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 12-FOOT PORTION OF RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF STYPMANN'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 82, MARTIN COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST THROUGH THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6:53 PM Motion: Motion to continue the item in the name of transparency and proper governmental procedures to the September 9th meeting for first reading.
Moved by: Commissioner Matheson
Seconded by: Commissioner Clarke
Motion passed unanimously.

ORDINANCE SECOND READING

9. PLANTATION STORAGE OF STUART CPUD (QUASI-JUDICIAL):

CONTINUED TO DATE CERTAIN OF SEPTEMBER 9, 2019:
ORDINANCE No. 2411-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ADOPTED BY ORDINANCE No. 1527-97 FOR A 7.01 ACRE PARCEL ON THE EAST SIDE OF COMMERCE AVENUE SOUTH OF INDIAN STREET OWNED BY TED GLASRUD ASSOCIATES FL, LLC, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING PLANTATION STORAGE OF STUART, CONSISTING OF A 98,000+/- SQUARE FOOT SELF-STORAGE FACILITY WITH 4,347 SQUARE FEET OF OUTDOOR BOAT AND VEHICULAR STORAGE AREA; 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.

6:54 PM Motion: So moved.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Clarke
Motion passed unanimously.

DISCUSSION AND DELIBERATION

6:55 PM ADJOURNMENT

Mary R. Kindel
Mary R. Kindel, City Clerk

Rebecca S. Bruner
Rebecca S. Bruner, Mayor

Minutes to be approved at the Regular Commission Meeting this 9th day of September, 2019.

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD August 26, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner
Vice Mayor Eula R. Clarke
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson
Commissioner Mike Meier

ADMINISTRATIVE

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

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

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

1. AUGUST SERVICE AWARDS

2. EMPLOYEE OF THE MONTH - AUGUST 2019

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

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

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.*

3. APPROVAL OF 08/12/2019 SCM AND 08/12/2019 CCM MINUTES (RC)

4. BUDGET AMENDMENT #13 - SANITATION COMMERCIAL DISPOSAL FEES (RC):

   RESOLUTION No. 73-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT No. 13 TO THE 2018-2019 SANITATION FUND; AUTHORIZING $140,000.00 FROM THE SANITATION FUND BALANCE TO THE COMMERCIAL SANITATION FUND FOR ADDITIONAL DISPOSAL FEES, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. DECLARATION OF INTENT TO ABANDON RITGHT-OF-WAY, MOLLY'S HOUSE (RC):

4,347 SQUARE FEET OF OUTDOOR BOAT AND VEHICULAR STORAGE AREA; 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.

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.*

DISCUSSION AND DELIBERATION

ADJOURNMENT

Meier No

RESOLUTION No. 78-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS ON AUGUST 26, 2019, AND SEPTEMBER 9, 2019, AT 5:30 P.M. IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT AND RELOCATION OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY RELATED TO MOLLY'S HOUSE, MORE CLEARLY DESCRIBED IN THE ATTACHED EXHIBITS "A" AND "B"; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

~~6.~~ HARVEY PLAZA WAIVER (QUASI-JUDICIAL) (RC):

3 Sworn: Tom Reetz Ken Freeman Phil Harvey ~~Steve~~ Dean Mr. Vonguardner

RESOLUTION No.74-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A DISTANCE WAIVER TO AL-SOUDI J CORP, THEREBY PERMITTING THE SALE OF PACKAGE BEER AND WINE WITHIN 500 FEET OF A SCHOOL AND WAIVING THE PARKING REQUIREMENT FOR THE POPOSED USES AT PROPERTY LOCATED AT 502 THRU 516 MARTIN LUTHER KING JR. BLVD; PROVIDING A SITE PLAN; AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

~~7.~~ 2020 LEGISLATIVE PRIORITIES (RC):

RESOLUTION No. 75-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ADOPTION OF LEGISLATIVE PRIORITIES FOR THE 2020 LEGISLATIVE SESSION.

ORDINANCE FIRST READING

8. ROW ABANDONMENT REAR OF MOLLY'S HOUSE (RC):

ORDINANCE No. 2414-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 12-FOOT PORTION OF RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF STYPMANN'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 82, MARTIN COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST THROUGH THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

9. PLANTATION STORAGE OF STUART CPUD (QUASI-JUDICIAL)(RC):

CONTINUED TO DATE CERTAIN OF SEPTEMBER 9, 2019:
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QUASI-JUDICIAL

SIGN- IN SHEET

Applicant/Representative; Please return the completed sign-in sheet(s) to the City Clerk prior to the beginning of the public hearing and or item for those individuals below who will be giving sworn testimony.

Name of the Applicant/ Representative: AL-Soudi J. Corp

Name of the Project: Harvey Plaza Waiver

Resolution No. ~~Ordinance #~~: 14-2019 Date: 8/26/19 Item # 6

Those persons giving sworn testimony are required to print their name clearly, sign and include company information.

PRINT NAME	SIGNATURE	COMPANY INFORMATION
Dean Baumgardner		Realtor
Philip Harvey		Harvey Plaza
Tom Reed		
K. Freeman		

CITY COMMISSION MEETING
REQUEST TO SPEAK

Item 6 **SPEAKER#** _____

The City Commission encourages public participation during their meetings.
Please follow instructions, complete the form and present it to the City Clerk.

NAME Dr2 C. Solomon **DATE** 8/26/2019 **ITEM#** 6 **OR PUBLIC** C
(PLEASE PRINT)

ADDRESS 1009 S.E 16th Court **CITY** Stuart **ZIP** 34996

PHONE 772-287-9612 **EMAIL** N/A

ADDRESSING THE CITY COMMISSION (ORD# 1279-93)

1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.

2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.

3.) **PREPARED STATEMENTS** shall be presented to the City Clerk for the record.

4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to five-minutes.

DECORUM (ORD 1279-93)
Any person making personal, impertinent, irrelevant or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at–arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD August 26, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner
Vice Mayor Eula R. Clarke
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson
Commissioner Mike Meier

ADMINISTRATIVE

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

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

In compliance with the Americans with Disabilities Act (ADA), anyo... who need ...
to attend this meeting should contact the City's ADA coordinator at 772-288-534...
advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Boa...
meeting, he will need a record of the proceedings and ...
verbatim record of the proceedings is ma...
the appeal is to be based.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** bhogarth

Title of Item:

CERP LETTER TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) (RC):

RESOLUTION No. 67-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A LETTER TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CLARIFYING THE POSITION OF THE CITY ON THE "SAVINGS CLAUSE" IDENTIFIED IN THE WATER RESOURCES DEVELOPMENT ACT OF 2000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Staff has drafted a letter to the South Florida Water Management District (SFWMD) Governing Board in response to public comments made at the regular meeting of the Governing Board on May 14th, 2020. Several comments provided during the meeting from several regional stakeholders and private interests included demands that the District include the Comprehensive Everglades Restoration Plan (CERP) "Savings Clause" to future water flow management by the District. Similar comments were also provided in correspondence to Congress from these same actors demanding that legislative measures be taken to apply the Savings Clause to the Lake Okeechobee Regulation Schedule (LORS) process. This would inure to the benefit of water supply users specifically, while protecting the failed status quo Lake Okeechobee system management, which the U.S. Congress and the State of Florida have sought to reform. These failed status quo policies have catastrophically damaged the northern estuaries, the Everglades, and even Lake Okeechobee while directly conflicting with the original spirit and intent of Congress in the Water Resources Development Act of 2000.

While the City of Stuart has already provided a letter of support for a joint correspondence with Martin County to Congress regarding the CERP Savings Clause, this letter seeks to provide additional relevant information to the SFWMD in response to public comments made at their recent Governing Board meeting. The claims made by representatives of several water supply users during the meeting directly contradicted more than two decades of policy reform and Congressional legislative intent. Information contained in the response letter is designed to refute each of the primary claims made during that meeting with historical facts. Upon adoption and authorization of the letter, staff would transmit a copy to each of the SFWMD Governing Board members while thanking them for their diligent efforts in providing meaningful policy reform during the Lake Okeechobee System Operating Manual (LOSOM) review process, occurring through 2021. Staff will also use this letter to encourage further dialogue with District Governing Board members in order to facilitate meaningful progress on water resource management.

Funding Source:

N/A

Recommended Action:

Recommend approval of Resolution 67-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R67-2020 Authorizing a Letter to the SFWMD Clarifying the City Position on the CERP Savings Clause	5/28/2020	Resolution add to Y drive
🗋	R67-2020 Letter to the SFWMD Clarigying the City Position on the CERP Savings Clause	5/28/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 67-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A LETTER TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CLARIFYING THE POSITION OF THE CITY ON THE "SAVINGS CLAUSE" IDENTIFIED IN THE WATER RESOURCES DEVELOPMENT ACT OF 2000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Water Resources Development Act (WRDA) of 2000 was a significant congressional action providing for the conservation and development of water and water related resources including improvements to water management throughout the Lake Okeechobee system and the Everglades; and

WHEREAS, WRDA 2000 authorized the Comprehensive Everglades Restoration Plan (CERP) which is a programmatic system for collaborative capital project development with the inclusion of adaptive management processes modeled by the best available data and science; and

WHEREAS, Title VI of WRDA (Comprehensive Everglades Restoration) included a "Savings Clause" which enshrined into law, the protection of water supply sources for existing legal water users at that time in the design, planning and development of any future capital projects associated with CERP implementation; and

WHEREAS, private actors in agricultural industries in addition to other municipal water supply users around Lake Okeechobee are requesting the South Florida Water Management District and the U.S. Army Corps of Engineers to apply the CERP "Savings Clause" to future lake regulation schedules and water management decisions as a means of ensuring the failed status quo remains unaltered, inuring to their sole benefit; and

WHEREAS, the "Savings Clause" exists exclusively within Title VI of WRDA as a component of CERP project implementation and is neither guaranteed by nor affirmed within any other general or special law enacted by Congress; and

WHEREAS, it was never the intent of Congress for the "Savings Clause" to be wielded as a supreme doctrine over and as a constraint on the very adaptive management processes outlined within WRDA, in addition to those historic measures Congress introduced earlier in the National Environmental Policy Act of 1970 and the Clean Water Act of 1972; and

WHEREAS, the City of Stuart has transcribed a letter to the South Florida Water Management District Governing Board in response to various claims that are inconsistent with federal law and were made in bad-faith during public comment at the May 14th, 2020 Governing Board meeting, including a demand for the Governing Board to require the CERP "Savings Clause" be applied to all future water management decisions made by the District.

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

SECTION 1: The foregoing precatory language is adopted as being true and correct and is incorporated herein.

SECTION 2: The City Commission of the City of Stuart, Florida authorizes this Resolution and the enclosed letter to be executed by the clerk upon signature by the city commission and then transmitted to the South Florida Water Management District Governing Board.

SECTION 3: This Resolution shall become effective upon its adoption.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
VACANT, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

City of Stuart
121 SW FLAGLER AVENUE • STUART FLORIDA 34994

Phone: 772.288.5312
Fax: 772.288.5316

City of Stuart
City Commission

May 28, 2020

South Florida Water Management District Governing Board
3301 Gun Club Road
West Palm Beach, Florida 33406

Sent via email

Dear Governing Board Members,

We write to express our gratitude for your thoughtful discussion on the interpretation of the Water Resources Development Act (WRDA) "Savings Clause" which is also currently an issue of debate in Congress. The City of Stuart has confidence that you will not be persuaded by the campaign of misinformation and misrepresentations espoused by private actors in the agricultural industry and a handful of communities who seek to benefit from a lake regulation schedule that would undermine the very progress we have made these past two years. With this said, we hope by means of this letter to provide our response to some of the claims made during public comment at the Governing Board meeting on May 14th in order to more clearly outline the fatal flaw in interpreting the Savings Clause so broadly and unlawfully.

Claim 1: The Comprehensive Everglades Restoration Plan would not exist without the Savings Clause.

We do not dispute that one of the many goals of the 106th U.S. Congress in the 2000 WRDA bill was to provide a 'grandfathering' of protections for existing Lake Okeechobee water supply users (including the natural environment) in the planning and development of capital projects associated with CERP. However, it would be an arbitrary and capricious form of rulemaking for a state or federal agency to extend the Savings Clause protection retained for CERP project implementation to the mutually exclusive process of managing lake operations. Both LORS and LOSOM are part of a multifaceted operational framework and do not qualify as CERP projects. Although the Army Corps engineers its lake regulation schedule to be harmonious with CERP, it is important to distinguish its separate legal purview, which is not be subject to authorizing language in CERP.

Furthermore, the very assumption that the Savings Clause is a supreme doctrine over all other CERP priorities is a deeply flawed one. As stated in the U.S. Senate Committee Report dated July 27, 2000, "Endorsement of the Plan (CERP) as a restoration framework is not intended as an artificial constraint on innovation in its implementation. The committee does not expect rigid adherence to the Plan as it was submitted to Congress. This result would be inconsistent with the adaptive assessment principles in the Plan. Restoration of the Everglades is the goal, not adherence to the modeling on which the April 1999 Plan was based." The report also goes on to specify that "the committee expects that the agencies responsible for project implementation report formulation and Plan implementation will seek continuous improvement of the Plan based upon new information, improved modeling, new technology and changed circumstances."

The circumstances have very much changed over the destructive 20-year period following the adoption of this Plan. The Caloosahatchee and Saint Lucie Estuaries have both been catastrophically damaged from the strict adherence to priorities of water supply users over all others originally identified in the 2000 WRDA bill – which was never the intent of Congress. Meanwhile, the same bad-faith actors that persuaded elected officials and regulatory managers to prioritize the needs of existing water users over flood control and water quality for two decades, are now arguing in favor of a failed status quo. The City of Stuart supports a vision for adaptive management by balancing the needs and priorities of ALL stakeholders, which meets the goals and provisions of CERP, NEPA, and the Clean Waters Act. The prioritization of irrigation supply over environmental restoration and human health and safety has proven disastrous for man and marine life alike – and it must end.

Claim 2: Water supply should be guaranteed for users at existing rates in the spirit of the law.

The six guidance memorandum prescribed by WRDA and approved by all of the relevant federal, state, tribal, and local stakeholders states, "The Savings Clause has a very specific purpose: to protect existing legal sources of water from elimination or transfer until a new source of comparable quantity and quality is available and to protect levels of service for flood protection, existing and in accordance with applicable law, from reduction by CERP projects." The law is abundantly clear on the scope of the Savings Clause, which was designed to ensure that CERP projects would be neither designed nor authorized unless special considerations and protections for water supply users were included into each project plan. At no point does the clause guarantee lake levels at specific elevations throughout the year as an operational component to LORS or LOSOM.

The guidance document also acknowledges the impact of intervening non-CERP activities while stating, "The Savings Clause only applies to changes from the date of enactment of WRDA 2000 that result from "implementation of the Plan." CERP is comprised of many individual capital projects intended to improve the conveyance of water to users and the environment while managing the risk of flood. At no point was the Savings Clause intended to guarantee that water supply users would not be impacted by non-CERP activities. The guidance document clarifies this when it says, "The Savings Clause does not require CERP to make up for reductions in quantity of existing legal (water) sources or levels of service for flood protection caused by intervening non-CERP activities, but it does prohibit the Plan from further reductions."

It is important to remember that the Savings Clause exists nowhere else in federal law except for WRDA and should therefore be strictly applied to CERP projects only. Additionally, the protection of water supply within the CERP plan is directed by pre-CERP baseline conditions and not necessarily the water use as it exists today.

Claim 3: A higher lake elevation would allow for the conveyance of desperately needed water south.

The reality of the severe disparity of freshwater running south through the Everglades and the water retained in the lake has little to do with maintaining the lake at higher elevations throughout the year. As with any chemical reaction or balancing of competing priorities, there is always a limiting "agent" which prevents further desired actions or reactions. In the conveyance of water south, there are several factors including both static and dynamic variables which prevent more water volume from reaching desired areas such as the Everglades National Park and Florida Bay. It is misrepresentative of infrastructural and legal constraints to imply that a higher lake elevation would yield a higher conveyance of freshwater south. The water quality provisions set forth by the judicial system, and the protection of endangered species play as much a fundamental role as the physical limitations of existing infrastructure.

At no point in the three decades preceding the 2019 and 2020 adaptive lake management operational changes did the Everglades and Florida Bay receive anywhere near the amount of freshwater water needed through conveyance. It is evidenced that Florida Bay alone receives only about twenty-five percent of the freshwater it needs. While the absence of precipitation can have tremendous effect on the system, one of the primary limiting factors is phosphorous loading from agricultural runoff in canals that act as throughways for water conveyance to the south. And no amount of additional water in Lake Okeechobee can reconcile the legal requirements of phosphorous reduction in water conveyed south, as mandated by the courts.

Claim 4: The dry conditions caused by recent lake management have harmed the Everglades.

In order for this claim to be true and accurate, at a minimum, the following baseline assumptions would also have to be true: (1) the drought conditions only exist because of a low lake level, (2) water would be easily conveyed naturally or otherwise to areas most in need with a higher lake level, (3) the damage to the Everglades is measurable and directly caused by drought.

For the first assumption, we must consider how and why droughts occur. According to various climatology and meteorology sources, including the Florida Climate Center, the State of Florida experiences at least one severe (or worse) drought every decade. These droughts do not always impact the same region of the State, but they occur periodically and consist of meteorological, hydrological, agricultural, and socioeconomic factors. The current United States Drought Monitor recognizes southwest Florida as under a severe drought (D1 & D2), and it has been so throughout 2020. These conditions are attributed not to the elevation of Lake Okeechobee, but rather the precipitation disparity between the east and west coast of Florida within the past 6 months. So, the assumption that the severe drought conditions in southwest Florida exist due to low lake levels is categorically false.

The second assumption implies that irrespective of precipitation in southwest Florida, a higher lake level would allow for more freshwater conveyance further south. The problem is that drought conditions have been identified by climate experts much further to the southwest than Water Conservation Area 3, which was identified as the most impacted of the conservation areas. In addition, both Water Conservation Areas 1 and 2 are above their current regulation schedule – even with a lower precipitation year. Water Conservation Area 3 is also very close to its regulation schedule. It is clear from these facts that the assumption of a higher lake level would improve conveyance of water south is at best a myth, and at worst a distortion of truth.

The last assumption for the purposes of this response attempts to infer that over the past several weeks, the Everglades has experienced "devastating" damage to its ecology and ecosystem. We take special interest with this claim considering the several decades of catastrophic damages we have endured because of freshwater discharged to our estuary. If there were in fact a few weeks of environmental stress or damages to the Everglades consequential of the new adaptive lake management protocols adopted by the Army Corps in 2019, we urge that a weighted comparison be made to the disastrous impacts of one "lost summer" for the Saint Lucie Estuary. The City of Stuart is confident that the facts and science will illustrate which of the two has prevailed as the most damaging policy framework.

There exists substantially more evidence in history and within law that the Savings Clause was never intended to be applied supremely or broadly beyond the context of CERP project implementation, but it is for the aforementioned reasons we vehemently oppose any effort to alter the spirit and intent of

Congress in the 2000 Water Resources Development Act (WRDA) which explicitly applies the Savings Clause to CERP "projects"; LOSOM is not a CERP project.

Now is not the time to advocate for permanent policy changes that ignore decades of existing legal authority. By way of this letter we urge you to reject any effort to apply the Savings Clause to District operations as it pertains to lake operational management in concert with the U.S. Army Corps of Engineers, as this would both undermine and defeat the positive collaboration and results generated by all to date.

Keeping water supply at the forefront of every decision and thereby maintain lake elevations at higher levels year-round endangers the greatest number of persons, businesses, and ecologies while jeopardizing the very framework of compromise and consensus building, we started through the LOSOM process. We have come so far in such a short period of time in order to reform a system of representation of the public trust that previously inured to the benefit of the few. We urge the Governing Board to stay the course and to continue providing for a smarter, healthier, and better water management system for all.

Sincerely,

Mike Meier Mayor	Eula R. Clarke Vice Mayor
Merritt Matheson Commissioner	Rebecca S. Bruner Commissioner

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Michael Mortell

Title of Item:

CELEBRATING DIVERSITY (RC):

RESOLUTION No. 69-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CELEBRATING THE DIVERSITY OF OUR COMMUNITY AND DENOUNCING ALL ACTS OF RACISM, INTOLERANCE AND UNLAWFUL DISCRIMINATION, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The right to assemble is sewn into the very core of the fabric of our nation. People from all walks of life must working together to overcome the setbacks and pitfalls associated with bias behaviors.

Throughout these difficult times, all members of the Stuart community have shown that they will stand by each other and overcome adversity. The City Commission has the desire to recognize and celebrate the diversity in our community and urges the citizens to continue to help our neighbors and work together to overcome outside influence and make sure the City of Stuart will always be a safe place for all of its citizens.

Funding Source:

N/A

Recommended Action:

Move approval of Resolution 69-2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R69-2020 Celebrating Diversity	6/2/2020	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 69-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CELEBRATING THE DIVERSITY OF OUR COMMUNITY AND DENOUNCING ALL ACTS OF RACISM, INTOLERANCE AND UNLAWFUL DISCRIMINATION, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Declaration of Independence defined America as a covenant based on equality, the unalienable Rights of life, liberty and the pursuit of happiness, and government by the consent of the people;

WHEREAS, American patriotism is defined not by race or ethnicity but by devotion to the Constitutional ideals of equality, liberty, inclusion, and democracy and by service to our communities and struggle for the common good;

WHEREAS, there is exists a national public outcry for unity among the many diverse members of every community which requires mutual respect and social responsibility; and

WHEREAS, the City of Stuart values a community characterized by diversity and respect for individuals of all races, ethnicities and national origins as an integral part of our cultural fabric as a community; and

WHEREAS, each of us has the ability to promote inclusiveness, celebrate diversity, support all fellow community members, and reject hate and bias in all forms; and

WHEREAS, the City affirms its commitment to the well-being and safety of all community members and is committed to ending the spread of all forms of intolerance and unlawful discrimination.

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

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

SECTION 2: The City of Stuart denounces all acts of racism, intolerance and unlawful discrimination and will not tolerate this behavior at any level.

SECTION 3: The City of Stuart expresses its disapproval and condemnation of any racist, intolerant and unlawful discriminatory acts.

SECTION 4: The City of Stuart calls upon all its residents to continue to treat each other with respect and to maintain patience during these difficult times while recovering from the State of Emergency created by the Covid-19 pandemic.

SECTION 5: The City of Stuart will work with other government entities and community partners to continue to advance equity and inclusion necessary to achieve a truly diverse, inclusive and tolerant environment for all residents.

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

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
MERRITT MATHESON, COMMISSIONER				
REBECCA S. BRUNER, COMMISSIONER				
Vacancy				

ADOPTED this 8th day of June, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Michael Mortell, City Attorney

Title of Item:

RESOLUTION EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19 (RC):

RESOLUTION No. 70-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Funding Source:

N/A

Recommended Action:

Move approval of Resolution 70-2020 extending the Declaration of a State of Local Emergency pertaining to COVID-19.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	r70-2020 Extending the Declaration of the State of Loacl Emergency to COVID-19	6/5/2020	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 70-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on March 16, 2020, the Mayor of the City of Stuart issued a local emergency declaration pursuant to Florida Statute, §252.38(2); and

WHEREAS, on March 17, 2020, the City Commission adopted Resolution 38-2020 extending the Local State of Emergency. On April 3, 2020 the City Commission adopted Resolution 39-2020 extending the Local State of Emergency to May 11, 2020. On May 11, 2020 the City Commission adopted Resolution 61-2020 extending the Local State of Emergency to June 8, 2020. Resolution 38-2020, 39-2020, and 61-2020 also cancelled several meetings and extended other advertised meetings to specific dates as set forth in the Resolution; and

WHEREAS, the City Commission hereby finds that the City remains in a state of emergency due to the exposure and spread of COVID-19; and

WHEREAS, due to the recommendations of the Center for Disease Control, the World Health Organization as well as the State of Emergency entered by the Governor of Florida, it has become necessary to continue emergency operations as described by the State of Emergency entered by the Mayor; and

WHEREAS, the City Commission finds that it is necessary and reasonable for the City to continue exercising emergency powers invoked by the Declaration of Local Emergency signed by the Mayor in order to protect the health, safety and welfare of the citizens of Stuart, Florida, and finds that it is necessary to reconfirm and extend the Declaration of Emergency; and

WHEREAS, pursuant to Section 252.38(2), Florida Statutes, the City of Stuart shall be authorized to waive the procedures and formalities otherwise required by law pertaining

to performance of public works, operation of the City and otherwise providing for the health and welfare of the citizens of Stuart, Florida; and

WHEREAS, the City Commission has discussed the public health concerns and balanced the dangers associated with the COVID-19 virus with the need for public meetings and determined that the best interests of the community are served by following the Emergency Orders entered by the Governor, Martin County and the City of Stuart; and

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

SECTION 1. The City Commission hereby extends the Local State of Emergency and Resolution 61-2020 until July 13, 2020 unless terminated by the City Commission at an earlier date.

SECTION 2. The Commission hereby authorizes the City Manager to utilize communications media technology such as telephonic and video conferencing as provided in section 120.54(5)(b)(2), Florida Statutes. Further, pursuant to the Governor's Executive Order 20-69, the City Commission shall be exempt from any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public space.

SECTION 3. The City Commission temporarily suspends Section 2-48 of the City of Stuart Code of Ordinances to the extent that it requires the regular City Commission meetings to be held at 121 SW Flagler Avenue and to begin at 5:30. The City Manager shall have the authority to schedule the meetings at such location, including electronic or virtual locations as is reasonable under the circumstances of the State of Local Emergency. Further, Section 2-48(b) is suspended to the extent that it is in conflict with the Governor's Executive Order 20-69 to allow for meetings via electronic means if deemed necessary by the City Manager.

SECTION 4. The City Commission hereby restores the Land Planning Agency Meetings; The Community Redevelopment Board Meetings and the Board of Adjustment Meetings.

SECTION 5. This Resolution shall authorize the City to waive the procedures and formalities otherwise required by law pertaining to performance of public works, operation of the City and otherwise providing for the health and welfare of the citizens of Stuart, Florida due to the potential exposure to the Novel Coronavirus (COVID-19).

SECTION 8. Procurement during the Local State of Emergency, the applications within the bid process shall be limited to electronic submissions only. The bids shall be submitted to the email address provided in the proposal request. The bid openings will also be closed to the public in order to avoid cross contamination. The procurement department shall provide specific instructions and post same to the City Web Site as well as provide the instructions as addendums to all pending proposals.

SECTION 9. The Commission hereby authorizes the City Manager in accordance with Sec. 16-4 of city code to suspend city code requirements and to take actions necessary to protect the health and welfare of the community within the parameters of countywide unified command (examples: allowing dedicated parking for curbside pickup, closing athletics fields, suspending 3 hour parking, etc.). The City Manager shall enter Local Orders as necessary.

SECTION 10. Effective Date. This Resolution shall take effect immediately upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
MERRITT MATHESON, COMMISSIONER				
REBECCA S. BRUNER, COMMISSIONER				
VACANCY				

ADOPTED this 8th day of June, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Tom Reetz

Title of Item:

HARBOR GROVE APARTMENTS RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2436-2020; 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 TWO PARCELS EQUALING 13.93 ACRES, OWNED BY TED GLASRUD ASSOCIATES, FL, LLC, LOCATED ON THE WEST SIDE OF S.E. COMMERCE AVENUE, SOUTH OF S.E. INDIAN STREET, AND NORTH OF S.E. FISCHER STREET WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE AHS AT HARBOR GROVE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF THREE HUNDRED TWENTY FOUR (324) MULTI-FAMILY UNITS WITHIN NINE (9) INDIVIDUAL THREE-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Local Planning Agency approved the project (5-1) at the boards regularly scheduled meeting on May 21, 2020 with conditions, which included the addition of a school bus bench, striping of the interior crosswalks, clarification in the City's staff report regarding the proximity to neighboring property, adding four electric vehicle spaces on the site plan with the developer providing the infrastructure to easily add charging stations in the future and to revise development condition #3 restricting the rental rates to no more than 120% of the Area Median Income for the City of Stuart as determined by the Department of Housing and Urban Development (HUD).

Since then, the applicant's agent has submitted a revised site plan with two school bus benches, one at the pedestrian gate along SE Indian Street and the other at the projects main entrance along SE Commerce Avenue, the four future spaces for charging electrical vehicles has also been added. At the time of preparation of this agenda item, the applicant's counsel is working with the City Attorney finalizing language relating to rental rates.

The intent of this application is to assign a Residential Planned Unit Development (RPUD) zoning designation and a multifamily land use to property in the city in order to construct 324 multifamily units on 13.93 acres owned by Ted Glasrud Associates, Fl, LLC. The proposed project consist of nine (9) 3-story apartment buildings. In addition to the apartment buildings, there will be amenities such as a clubhouse, pool, recreation/gym buildings and an outdoor gazebo. The apartment access will be privately gated for vehicles with separate secured gates for pedestrian access/egress.

The property is bounded to the east by undeveloped property and the recently approved Plantation Storage facility. To the west is an existing gas station and strip mall fronting U.S.1, both in Martin County. Access to the property will be from Commerce Avenue, which the applicant plans to make significant improvements to the roadway to allow for better access for the community. The proposed roadway improvements have been coordinated with the City of Stuart Public Works Department as well as with the Martin County Engineering Department via Bill Mathers Engineering.

The 13.93 acre property currently has a commercial future land use designation and was the subject of a prior PUD which consolidated the preserve offsite in anticipation of the development of the property. The proposal is to change the land use to multifamily for 324 units with a gross density of 23.3 units per acre (UPA).

The applicant is asking for the following 3 variance exceptions to the City's code which allows for flexibility to the code which may be offset by providing other aspects of the project that above and beyond what the code requires. The exceptions are as follows:

1. 2.07.00.D3 Density, The code allow up to 15 dwelling units per acre by right and up to 30 DUI with City Commission approval. The applicant is proposing 23.26 DU/acre.

2. 6.01.09 Parking Code: The code requires 1.5 parking spaces for one bedroom apartments and 2 parking spaces for two bedrooms. The applicant is proposing 1.5 spaces for both the one and two-bedroom units a reduction of 93 parking stalls overall.

3. 6.04.06 Land Use transitions: (Buffers) The code requires 25 feet between commercial and multifamily uses. The applicant is proposing 15 feet between commercial uses along U.S1 and the multifamily project.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance No. 2436-2020 at First Reading

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2436-2020	5/29/2020	Ordinance add to Y drive
🗋	Ordinance 2436-2020 Exhibit D	5/29/2020	Ordinance add to Y drive
🗋	Staff Report - By Tom Reetz	5/29/2020	Staff Report
🗋	Environmental Comments	3/9/2020	Backup Material
🗋	Traffic consultantReview	3/9/2020	Backup Material
🗋	Consultant Comments	3/9/2020	Backup Material
🗋	Staff Review - Residential PUD	3/11/2020	Backup Material
🗋	Staff Comp Plan review	3/11/2020	Backup Material
🗋	5.21 LPA Meeting Minutes Draft	5/29/2020	Backup Material

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2436-2020

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 TWO PARCELS EQUALING 13.93 ACRES, OWNED BY TED GLASRUD ASSOCIATES, FL, LLC, LOCATED ON THE WEST SIDE OF S.E. COMMERCE AVENUE, SOUTH OF S.E. INDIAN STREET, AND NORTH OF S.E. FISCHER STREET WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE AHS AT HARBOR GROVE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF THREE HUNDRED TWENTY FOUR (324) MULTI-FAMILY UNITS WITHIN NINE (9) INDIVIDUAL THREE-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by AHS Residential Services, LLC for

two contiguous parcels equaling 13.93 acres of land located on the west side of S.E. Commerce Avenue south of S.E. Indian Street and north of S.E. Fischer Street.

WHEREAS, the City of Stuart has determined the need to assign the future land use and a land development zoning district for said lands; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request to change land use and zoning designations, and has also considered the recommendation of the City staff.

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

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

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

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

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

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

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit "D"**, hereinafter the

"Development Documents", shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

a. **The Master Site Plan, Sheet SP-1, prepared by Lucido and Associates, Landscape Architects, dated 08.08.19 and last revised on 05.29.20.**
b. **Boundary and Topographic Survey, Sheet 1 of 1, prepared by Stephen Brown, Professional Surveyor and Mapper, dated 03.10.20.**
c. **The Landscape Plan Cover Sheet, The Landscape Plan, The Master Plant Schedule, Landscape Details, Landscape Specifications, Sheets CV, LA-1 thru LA-7, prepared by Lucido and Associates, dated 08.08.19 and last revised on 04.30.20.**
d. **Harbor Grove Fire Autoturn Fire Truck Access 1, Sheet EX-1 thru EX-3, prepared by Mathers Engineering Corporation, dated November, 2019.**
e. **Harbor Grove Conceptual Drainage and Fire Lines, Sheet 1 of 1, prepared by Mathers Engineering Corporation, dated November, 2019, last revised on January 30, 2020.**
f. **AHS at Harbor Grove Architectural Floor Plans and Elevations, Sheet A101, by Bellon BA Architects, dated 07.22.19**
g. **AHS Proposed Club House, Sheet A102, by Bellon BA, dated 11.06.19.**
h. **Photometrics Plan by Kome, (Originally for a project named Banyon Ridge with the same layout), dated 02.07.2019.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall be established as "Multi-Family Density Residential". This ordinance may not become effective until 31 days after adoption. If challenged within 30 days after adoption, this ordinance may not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted large-scale land use amendment complies as defined in s. 163.3184(1)(b).

SECTION 4: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "RPUD" Residential Planned Unit Development subject to the appeal period stated in Section 2, above.

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

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

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

SECTION 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 90 days from the date of this approval, failing which this ordinance shall

SECTION 9: This ordinance shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner. However, the Future Land Use and Zoning Designations granted herein shall not be effective until thirty-one (31) days after adoption, and as otherwise provided by law.

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 the ____ day of _____, 2020.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____

MICHAEL J. MORTELL
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Owner: Ted Glasrud Associates, LLC

_____

Print Name: _____ By: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

EXHIBIT A – LEGAL DESCRIPTION

LEGAL DESCRIPTION

PARCEL 1:

A PORTION OF TRACTS 66, 67 & 68, OF REVISED PLAT OF PORT SEWALL LAND COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3 PAGE 7 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE PONT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF INDIAN STREET AND THE WEST RIGHT OF WAY LINE OF COMMERCE AVENUE AS SHOWN IN OFFICIAL RECORDS BOOK 959 PAGE 2139; THENCE S.66°47'40"W., ALONG THE NORTH LINE OF SAID TRACT 68 AND THE SOUTH RIGHT OF WAY LINE OF INDIAN STREET A DISTANCE OF 299.86 FEET TO THE NORTHWEST CORNER OF SAID TRACT 68; THENCE S.23°12'20"E., ALONG THE WEST LINE OF TRACT 68 A DISTANCE OF 724.91 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 68; THENCE N.66°47'40"E., ALONG THE SOUTH LINE OF SAID TRACTS 66, 67 & 68, A DISTANCE OF 622.90 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF COMMERCE AVENUE; THENCE N.37°16'10"W., ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 7.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 435.0 FEET AND A CENTRAL ANGLE OF 35°31'49"; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 269.75 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 515.0 FEET, AND A CENTRAL ANGLE OF 49° 31'44"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE AN ARC DISTANCE OF 445.19 FEET TO A POINT OF TANGENCY; THENCE N.23°16'15"W., ALONG SAID RIGHT OF WAY A DISTANCE OF 100.04 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 301,542.96 SQUARE FEET, 6.9225 ACRES, +/-.

(TOGETHER WITH)

PARCEL 2:

THAT PART OF TRACTS 103, 104 AND 105, SEWALL'S POINT LAND COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 7 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING NORTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF SE FISCHER STREET AND SE COMMERCE AVENUE, THENCE SOUTH 66 DEGREES WEST 304.68 FEET, THENCE NORTH 23 DEGREES WEST 40 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTHWEST 206.37 FEET, THENCE NORTH 37 DEGREES WEST 149.84 FEET, THENCE SOUTH 66 DEGREES WEST 253.59 FEET, THENCE NORTH 23 DEGREES WEST 40 FEET AND THENCE SOUTH 66 DEGREES WEST 254.98 FEET TO THE WEST LINE OF LOT 103 AND THE POINT OF TERMINUS OF SAID LINE.

PARCEL CONTAINING 305,243.29 SQUARE FEET, 7.0074 ACRES, +/-.

TOTAL ACREAGE CONTAINING 606,786.25 SQUARE FEET, 13.9299 ACRES, +/-.

EXHIBIT B – LOCATION MAP

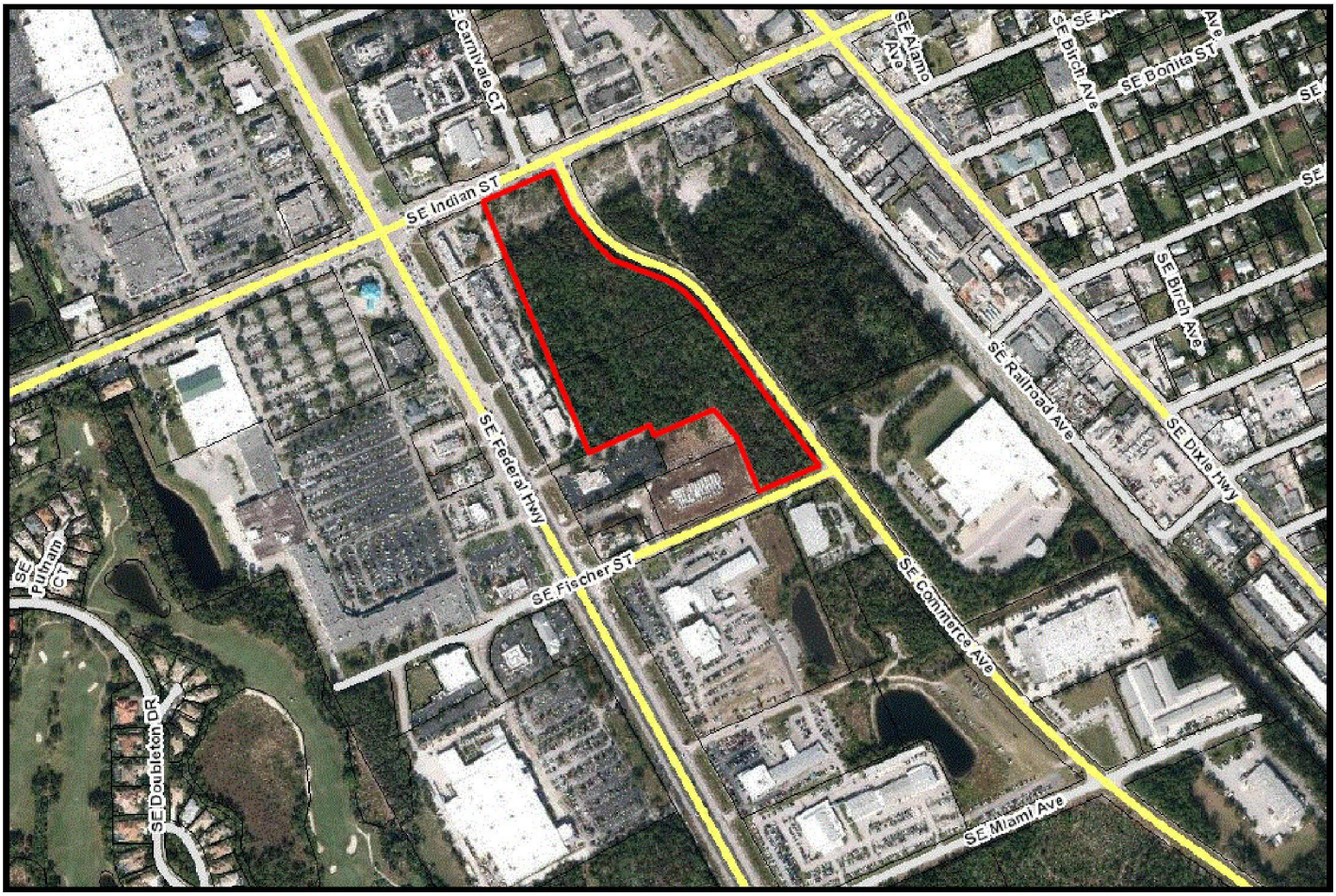

EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The RPUD project and use thereof shall comply with the following drawings:

   a. **The Master Site Plan, Sheet SP-1, prepared by Lucido and Associates, Landscape Architects, dated 08.08.19 and last revised on 05.29.20.**
   b. **Boundary and Topographic Survey, Sheet 1 of 1, prepared by Stephen Brown, Professional Surveyor and Mapper, dated 03.10.20.**
   c. **The Landscape Plan Cover Sheet, The Landscape Plan, The Master Plant Schedule, Landscape Details, Landscape Specifications, Sheets CV, LA-1 thru LA-7, prepared by Lucido and Associates, dated 08.08.19 and last revised on 04.30.20.**
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   h. **Photometrics Plan by Kome, (Originally for a project named Banyon Ridge with the same layout), dated 02.07.2019.**

2. Any modifications to the Master RPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking spaces, drainage areas, impervious areas and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

3. The developer shall set its rental rates at no more than 120% of the Area Median Income for the City of Stuart (or closest similar jurisdiction) as determined by the Department of Housing and Urban Development (HUD).

4. The maximum building height within the RPUD shall be 3 stories or 31'-9" to the roof parapet roof. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof.

5. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

6. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

Landscaping

7. The common areas including the projects clubhouse and pool area shall be provided with landscaping with an irrigation system of enough capacity to maintain the landscaping in a healthy growing condition.

8. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

9. A Landscape plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

10. Open Space. Not less 5.64 acres of the RPUD shall be open space as depicted on the Site Plan by Lucido and Associates as described in Exhibit C. Required open space may include native vegetation areas, however, other required landscaping shall not count towards the open space requirement.

Tree Mitigation

11. The project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code. All required tree mitigation will be met on site.

Prior to Issuance of Site Permits

12. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

13. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

14. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

15. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

16. Project phasing shall be shown on the site and construction plans and are subject to staff approval during plan review process. The first phase shall include work along the

projects entrance, stormwater infrastructure and the clubhouse including vehicular gates.

17. The Developer shall install landscaping and gates at the development's entry location at as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit. The entry gates shall be made operational prior to issuance of a certificate of occupancy.

18. The property owner shall provide easements for licensed television services that can coexist together with power in a public utility easement.

19. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

20. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

21. All utility improvements constructed by the developer within Martin County's right-of-way, shall be constructed in a manner and form acceptable to Martin County. The developer shall grant any such utility easements necessary for this site as may be required by the Martin County.

22. The project's storm water facilities, specifically the Native Planting schemes at the Retention areas will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins".

23. Temporary or freestanding storage units are prohibited on the property once construction is complete.

24. Site work including but not limited to land preparation, retention area excavation, clearing and grading, drainage and water, sewer and irrigation lines shall be reviewed and approved by the city's public works department and the city's engineering consultant prior to permitting.

Signage

25. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign shall adhere to sign criteria found in Chapter 6 of the City's Land Development Code.

Future Amendments

26. Owner shall not subject the Property to any condominium conversion and neither shall any portion of the Property be converted to units for sale in connection with a condominium conversion nor shall the title to any such units be transferred to any party other than being held as a single parcel for the purposes of apartment rental.

Timetable for Development

27. Timetable for development shall be as follows:

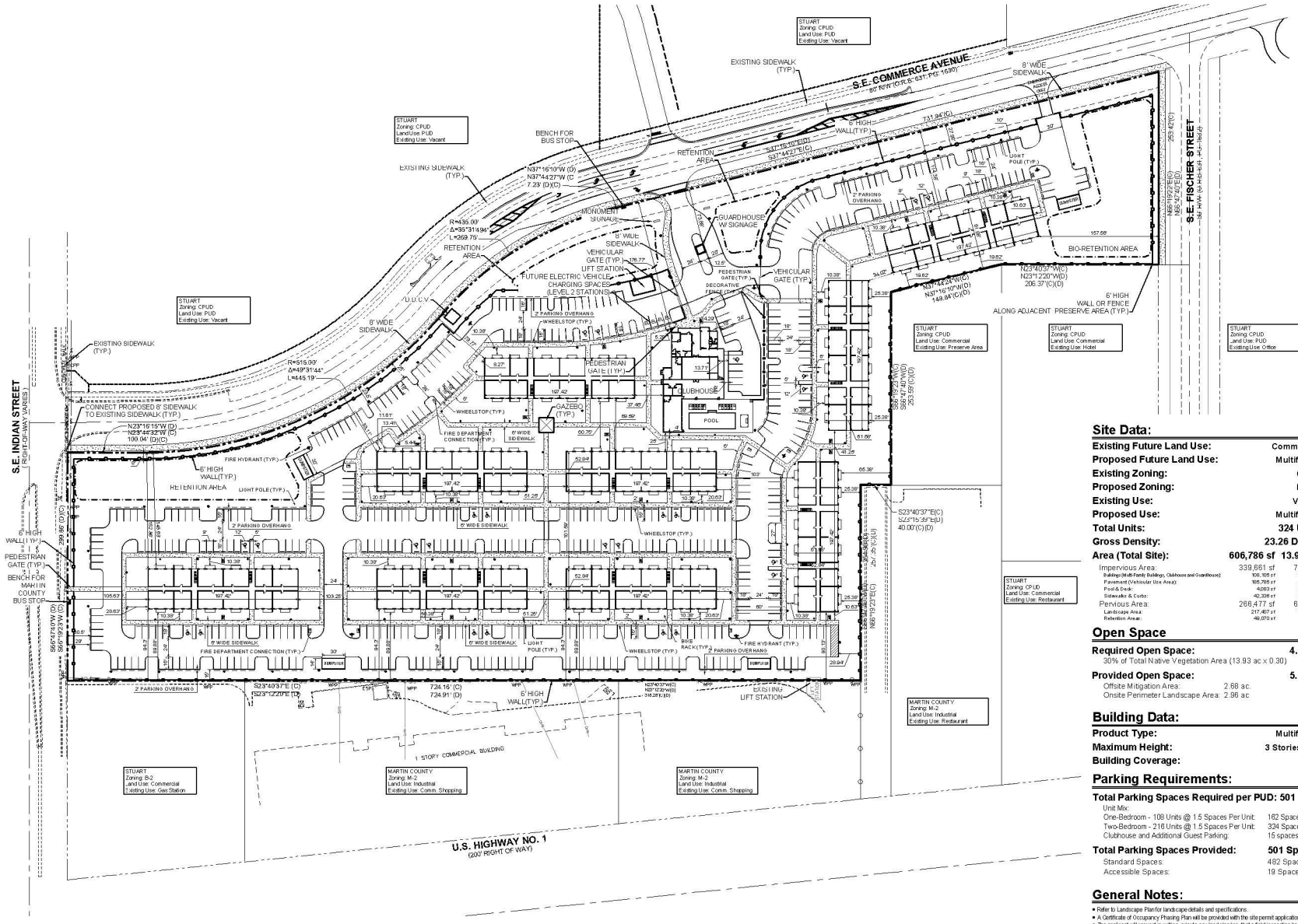
Site and building permit application deemed sufficient for permit review under city codes and standards.	**August 1, 2022**
Final Certificate of Occupancy for all site and building improvements.	**August 1, 2024**

Allowable Uses

28. The following uses shall be permitted:
    a. Multi-Family Residential

b. Home Occupations in accordance with the City's Land Development Code.

d. This residential facility shall not operate as an age restricted community in accordance with Florida Law.



Site Data:

Existing Future Land Use:	**Commercial**
Proposed Future Land Use:	**Multifamily**
Existing Zoning:	**CPUD**
Proposed Zoning:	**RPUD**
Existing Use:	**Vacant**
Proposed Use:	**Multifamily**
Total Units:	**324 Units**
Gross Density:	**23.26 DU/ac.**
Area (Total Site):	**606,786 sf 13.93 ac.**
Impervious Area:	339,661 sf 7.81 ac. (56.0%)
Buildings (Multi Family Buildings, Clubhouse and Guardhouse)	106,105 sf 2.46 ac.
Pavement (Vehicular Use Area):	185,795 sf 4.27 ac.
Pool & Deck:	4,083 sf 0.03 ac.
Sidewalks & Curbs:	42,338 sf 0.97 ac.
Pervious Area:	266,477 sf 6.12 ac. (44.0%)
Landscape Area:	217,407 sf 5.00 ac.
Retention Area:	49,070 sf 1.12 ac.

Open Space

Required Open Space:	**4.18 ac.**
30% of Total Native Vegetation Area (13.93 ac x 0.30)	
Provided Open Space:	**5.64 ac.**
Offsite Mitigation Area:	2.68 ac.
Onsite Perimeter Landscape Area:	2.96 ac

Building Data:

Product Type:	**Multifamily**
Maximum Height:	**3 Stories - 35'**
Building Coverage:	**18%**

Parking Requirements:

Total Parking Spaces Required per PUD: 501 Spaces	
Unit Mix:	
One-Bedroom - 108 Units @ 1.5 Spaces Per Unit:	162 Spaces
Two-Bedroom - 216 Units @ 1.5 Spaces Per Unit:	324 Spaces
Clubhouse and Additional Guest Parking:	15 spaces
Total Parking Spaces Provided:	**501 Spaces**
Standard Spaces:	482 Spaces
Accessible Spaces:	19 Spaces

General Notes:

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

lucido & associates
701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-6220

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:	AHS Residential LLC 12945 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathews Engineering Corporation 2481 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	EW Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Master Site Plan

Date	By	Description
08.08.19	J.J.	Initial Submittal
11.25.19	S.L.S.	1st Resubmittal
02.05.20	S.L.S.	2nd Resubmittal
03.10.20	S.L.S.	3rd Resubmittal & LPA
04.30.20	S.L.S.	LPA Resubmittal
05.29.20	S.L.S.	SCC Set

NORTH

SCALE: 1" = 60'

0 30' 60' 120'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	**SP-1**
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 - AHS Harbor Grove - Master Site Plan.dwg	

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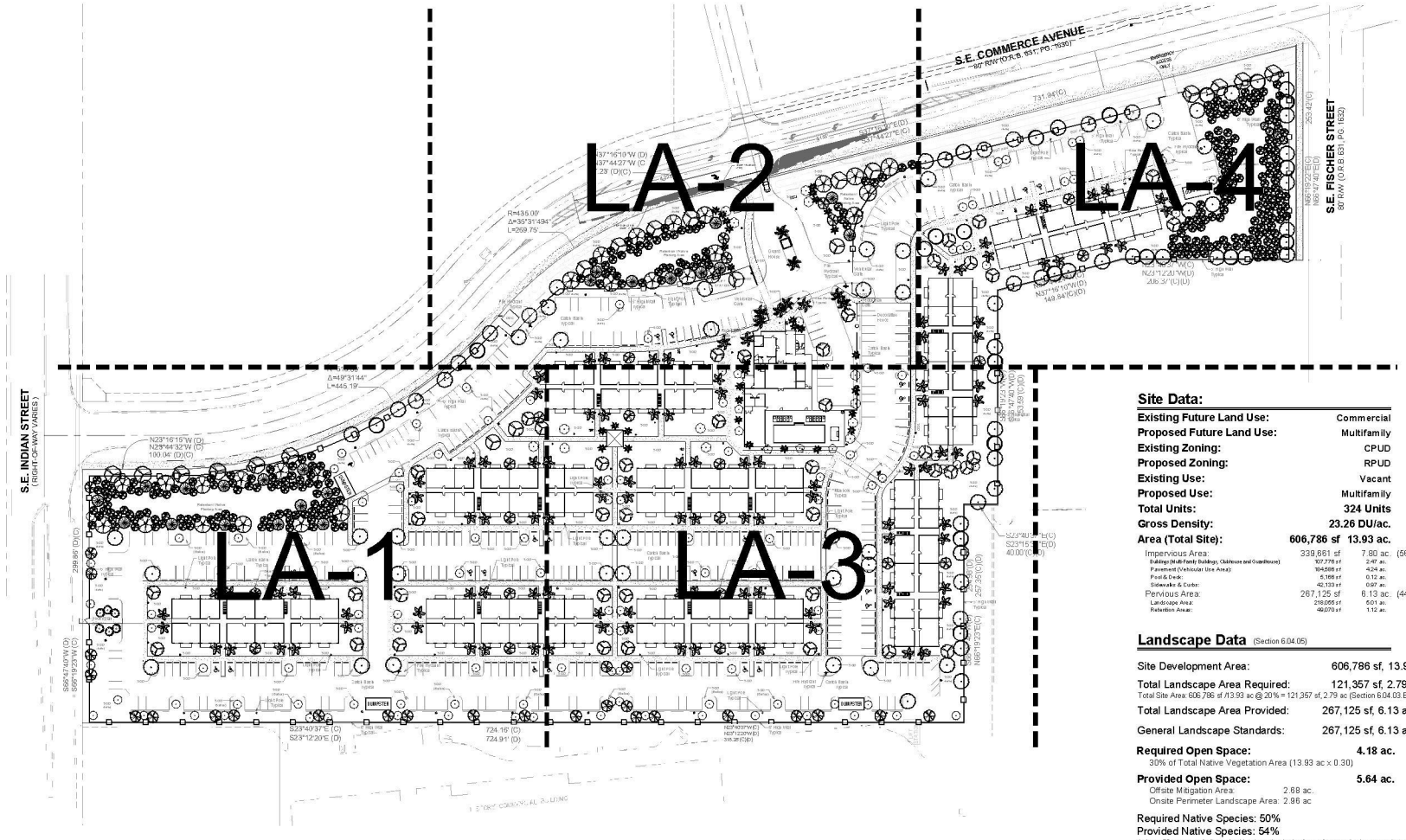

Landscape Notes

- Alternative plant species and enhanced landscaping beyond minimum requirements may be permitted subject to review and approval by the City of Stuart prior to installation. Trees and shrubs may be substituted based on availability.
- All required landscape improvements for each phase must be inspected and approved by City of Stuart prior to the issuance of a Certificate of Occupancy.
- No Cypress Mulch is to be used on site.
- Where existing vegetation meets minimum City of Stuart standards, this vegetation may be credited toward landscape requirements.
- Existing vegetation to remain undisturbed outside of construction limits. Proposed vegetation may be relocated due to unforeseen site conditions or in order to preserve existing vegetation.
- All prohibited exotic and invasive species shall be removed from the site prior to the issuance of a certificate of occupancy.
- See engineer's plans for all overhead & underground utility locations.
- This plan has been designed to meet with the tree planting requirements contained within the FPL document entitled "Plant the right tree in the Right Place".
- For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines. Large trees (height at maturity of more than 30') from the nearest overhead power line. Medium height tree (height at maturity between 20' and 30' shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
- No tree shrubs, hedges or vines shall be planted within 7' of an existing or proposed utility pole, guy wire or pad-mounted transformer. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines. Tree species shall be selected so to minimize conflicts with existing or proposed utilities.
- All above ground utilities shall be screened in accordance with City of Stuart requirements.
- All plant material to be Florida No. 1 quality and standards or better.
- As per Section 6.04.02 A.9, all landscape areas shall be sodded or otherwise covered with ground cover.

Irrigation Notes

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

Required Xeriscape Points

At least 51% of the grass areas are made up of drought-tolerant grass species	10 points
At least 51% of the required shrubs are made up of drought-tolerant species	10 points
At least 51% of the required trees are made up of drought-tolerant species	10 points
Utilization of moisture sensing controller other than a rain-sensor override device	5 points
Plan submitted with low, moderate and high water usage zones indicated on the landscape plan*	5 points
Utilization of compacted mulch with a 3" min. depth in all planted areas except ground cover.	10 points
	50 total points

*Refer to Irrigation Notes for water usage zones.

Sheet Index:

LANDSCAPE PLANS_____LA-1 - LA-4
TREE MITIGATION_____LA-5
PLANT SCHEDULE_____LA-6
LANDSCAPE DETAILS_____LA-7
LANDSCAPE SPECIFICATIONS_____LA-8

Site Data:

Existing Future Land Use:	Commercial
Proposed Future Land Use:	Multifamily
Existing Zoning:	CPUD
Proposed Zoning:	RPUD
Existing Use:	Vacant
Proposed Use:	Multifamily
Total Units:	324 Units
Gross Density:	23.26 DU/ac.
Area (Total Site):	606,786 sf 13.93 ac.
Impervious Area:	339,661 sf 7.80 ac. (56.0%)
Buildings (Multi-Family Buildings, Clubhouse and Guardhouse):	107,776 sf 2.47 ac.
Pavement (Vehicular Use Area):	184,586 sf 4.24 ac.
Pool & Deck:	5,166 sf 0.12 ac.
Sidewalks & Curbs:	42,133 sf 0.97 ac.
Pervious Area:	267,125 sf 6.13 ac. (44.0%)
Landscape Area:	216,055 sf 5.01 ac.
Retention Areas:	49,070 sf 1.12 ac.

Landscape Data (Section 6.04.05)

Site Development Area:	606,786 sf, 13.93 ac.
Total Landscape Area Required:	121,357 sf, 2.79 ac (20%)
Total Site Area: 606,786 sf /13.93 ac @ 20% = 121,357 sf, 2.79 ac (Section 6.04.03.B.1)	
Total Landscape Area Provided:	267,125 sf, 6.13 ac (44.0%)
General Landscape Standards:	267,125 sf, 6.13 ac (44.0%)
Required Open Space:	**4.18 ac.**
30% of Total Native Vegetation Area (13.93 ac x 0.30)	
Provided Open Space:	**5.64 ac.**
Offsite Mitigation Area: 2.68 ac.	
Onsite Perimeter Landscape Area: 2.96 ac	

Required Native Species: 50%
Provided Native Species: 54%
At least 50 percent of all required landscaping in the form of trees, shrubs, ground cover and grass shall collectively consist of native vegetation (Section 6.04.02).
No one species of tree shall exceed 25 percent of the minimum number of trees required (Section 6.04.02).

Perimeter Landscape:

Perimeter Landscape Length:	3,968 lf.
Required Perimeter Trees: (1 tree per 30 lf. @ 3,968 lf.)	132 trees
Provided Perimeter Trees:	139 Trees
Required Perimeter Shrubs: (1 shrub per 2.5 lf. @ 3,968 lf.)	1,587 Shrubs
Provided Perimeter Shrubs:	5,028 Shrubs

Interior Vehicular Use Landscape:

Required Terminal Island Trees:	35 Trees
Provided Terminal Island Trees:	35 Trees (3 Palm Trees)
Required Interior Island Trees:	59 Trees
Provided Interior Island Trees:	74 Trees

Minimum Required Tree Credits:	**405 Trees**
Multi-Family Residential - Min. Total Site Trees Required (Section 6.04.08.B): (606,786 sf Total Site Area / 1,500 = 404.52)	405 Trees
Parking Island Trees Required (94 Islands - Terminal 35 + Interior 59):	94 Trees
Building Perimeter Adjacent To Parking (1 Tree per 20' @ 2,743'):	137 Trees
Property Perimeter (1 Tree per 30' @ 3,968 LF):	132 Trees
Provided Tree Credits:	**472 Trees***
Shade Trees Provided:	395 Trees (84%)
Palm Trees Provided: (155 Palms @ 2:1)	77 Palms (16%)

*Additional trees planted beyond code minimum required to satisfy mitigation requirements. See Sheet LA-5 for mitigation calculations and Sheet LA-6 for total plant schedule.

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

Key / Location:



N.T.S.

Project Team:

Client & Property Owner:	AHS Residential, LLC 12865 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathieu Engineering Corporation 2481 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	BW Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Plan Cover Sheet

Date	By	Description
06.06.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

NORTH

SCALE: 1" = 60'

0 30' 60' 120'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	CV
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.	

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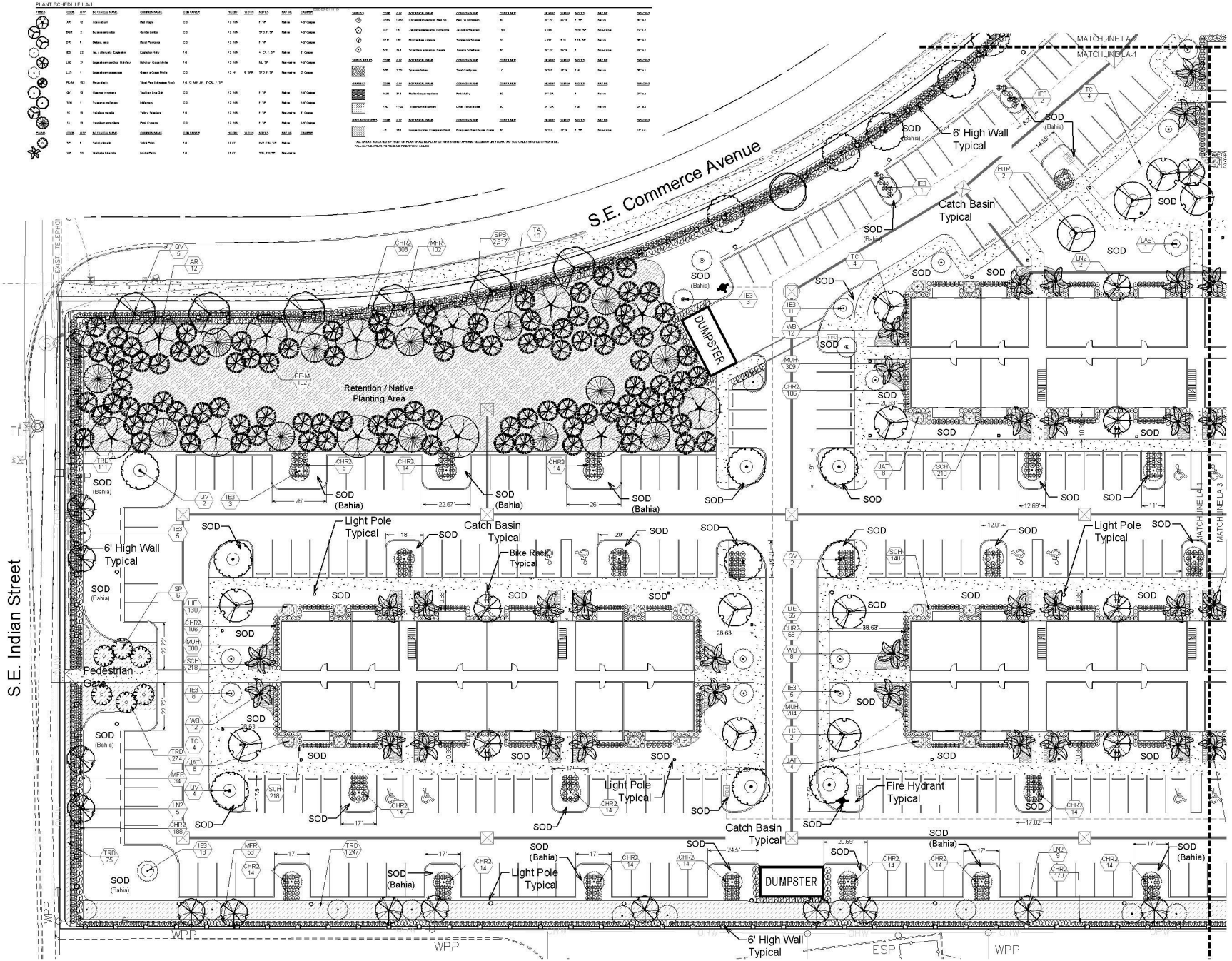

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04.30.20		LPA Set

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-1
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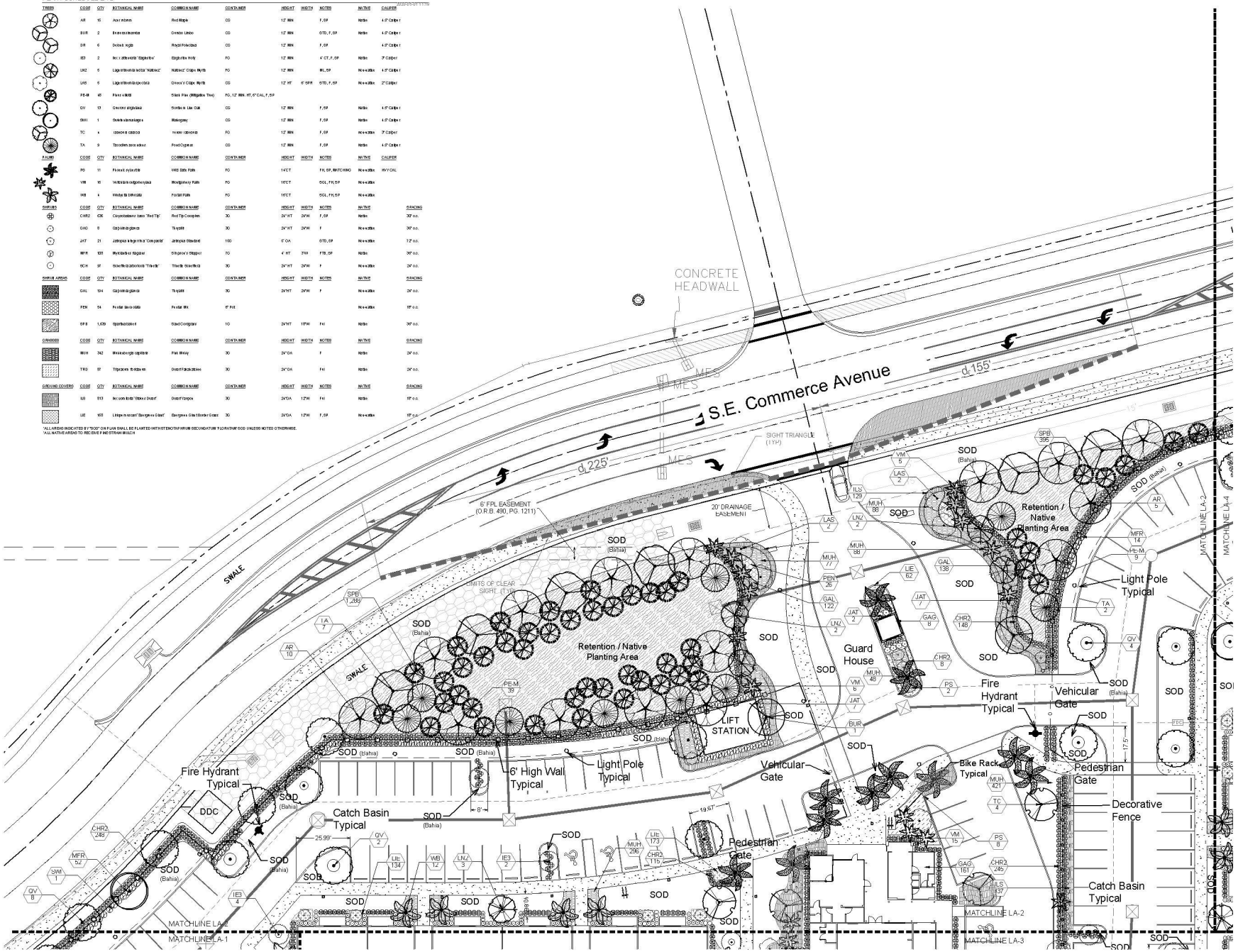
PLANT SCHEDULE LA-2

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AR	15	Acer rubrum	Red Maple	CO	12' MIN		F, SP	Native	4.0" Caliper
	BUR	2	Bursera simaruba	Gumbo Limbo	CO	12' MIN		STD, F, SP	Native	4.0" Caliper
	DR	6	Dictyosperma album	Princess Palm	CO	12' MIN		F, SP		4.0" Caliper
	IE3	2	Ilex x attenuata 'Eagleston'	Eagleston Holly	FG	12' MIN		4' CT, F, SP	Native	3" Caliper
	LN2	5	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	FG	12' MIN		ML, SP	Non-native	4.0" Caliper
	LAS	6	Lagerstroemia speciosa	Queen's Crape Myrtle	CO	12' HT.	6' SPR	STD, F, SP	Non-native	2" Caliper
	PE-M	45	Pinus elliottii	Slash Pine (Mitigation Tree)	FG, 12' MIN. HT, 6" CAL, F, SP					
	QV	13	Quercus virginiana	Southern Live Oak	CO	12' MIN		F, SP	Native	4.0" Caliper
	SWI	1	Swietenia mahagoni	Mahogany	CO	12' MIN		F, SP	Native	4.0" Caliper
	TC	4	Tabebuia caraiba	Yellow Tabebuia	FG	12' MIN		F, SP	Non-native	3" Caliper
	TX	9	Taxodium ascendens	Pond Cypress	CO	12' MIN		F, SP	Native	4.0" Caliper
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	PS	11	Phoenix sylvestris	Wild Date Palm	FG	14'CT		FH, SP, MATCHING	Non-native	MYY CAL
	VM	16	Veitchia merrillii x montgomeryana	Montgomery Palm	FG	16'CT		SCL, FH, SP	Non-native	
	WB	4	Wodyetia bifurcata	Foxtail Palm	FG	16'CT		SCL, FH, SP	Non-native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	CHR2	406	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24"HT	24"W	F, SP	Native	36" o.c.
	GAG	8	Galphimia gracilis	Thryallis	3G	24"HT	24"W	F	Non-native	36" o.c.
	JAT	21	Jatropha integerrima 'Compacta'	Jatropha Standard	15G	6' OA		STD, SP	Non-native	12' o.c.
	MFR	103	Myrsine africana 'Kaylee'	Shyleen's Myrsine	FG	4' HT	3'W	FTB, SP	Native	36" o.c.
	SCH	97	Schefflera actinophylla 'Trinette'	Trinette Schefflera	3G	24"HT	24"W	F	Non-native	24" o.c.
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	GAL	194	Galphimia gracilis	Thryallis	3G	24"HT	24"W	F	Non-native	24" o.c.
	PEN	54	Pentas lanceolata	Pentas Mix	1G Pot				Non-native	18" o.c.
	SFB	1,639	Spathoglottis sp.	Standard Orange	1G	24"HT	18"W	Fel	Native	36" o.c.
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	MUH	342	Muhlenbergia capillaris	Pink Muhly	3G	24" OA		F	Native	24" o.c.
	TRD	97	Tripsacum floridanum	Dwarf Fakahatchee	3G	24" OA		Fel	Native	24" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	ILS	813	Ilex comuta 'Stokes Dwarf'	Dwarf Yaupon	3G	24"OA	12"W	Fel	Native	18" o.c.
	LIE	165	Liriope muscari 'Evergreen Giant'	Evergreen Giant Border Grass	3G	24"OA	12"W	F, SP	Non-native	18" o.c.

*ALL AREAS INDICATED BY "SOD" ON PLAN SHALL BE PLANTED WITH STENOTAPHRUM SECUNDATUM 'FLORATAM' SOD UNLESS NOTED OTHERWISE.
*ALL NATIVE AREAS TO RECEIVE PINE STRAW MULCH



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AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Plan

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11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-2
Project Number	19-345	
Municipal Number	---	
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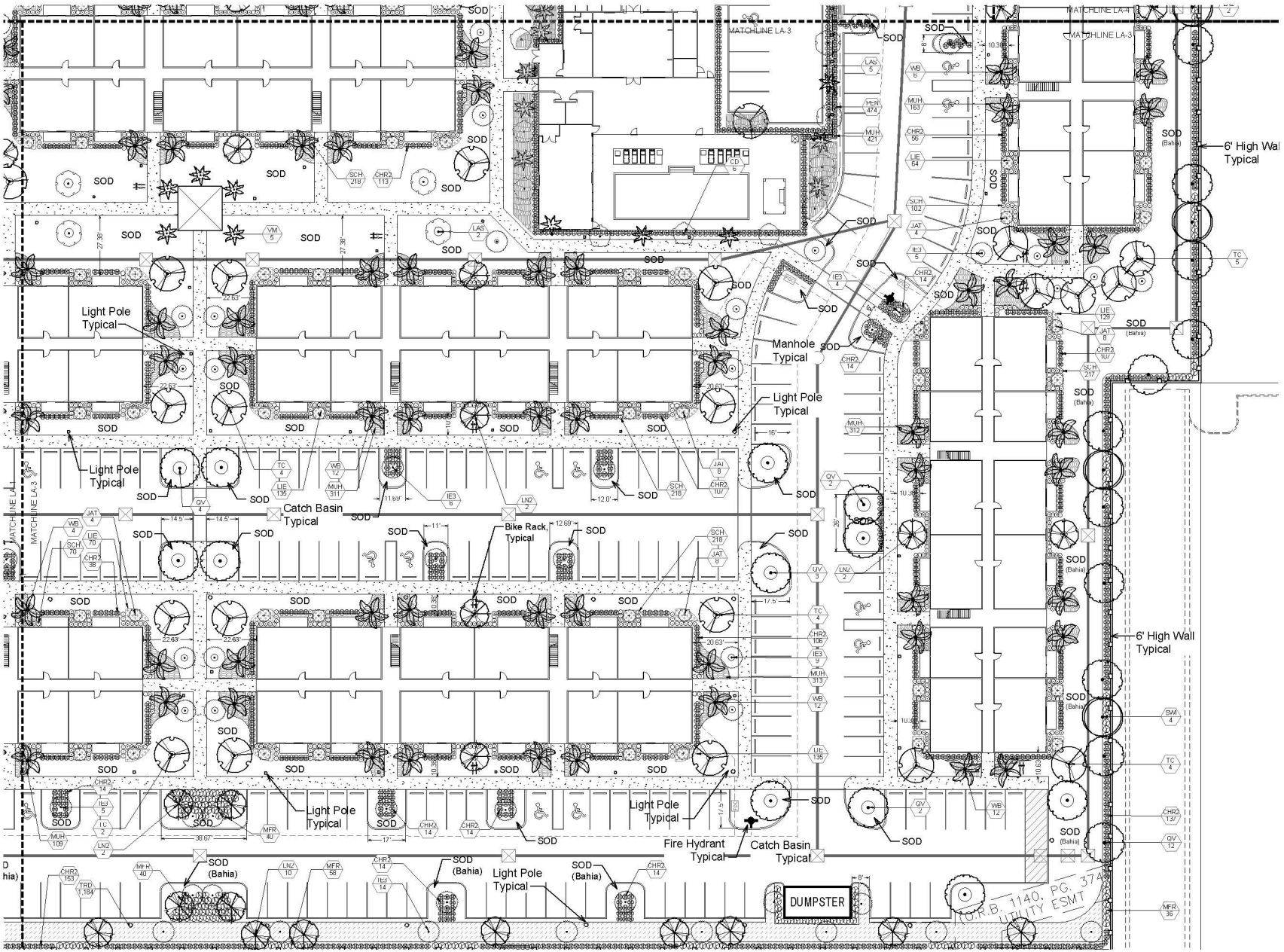

PLANT SCHEDULE LA-3

KEY	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
TREES										
	CD	6	Cercidium floridum	Palgeon Plum	CG	12' MIN	5' MIN, 7' SP		Native	3" Caliper
	EX	10	Eucalyptus deglupta	Eucalyptus (Multi)	FG	12' MIN	4' CT, 7' SP		Native	3" Caliper
	LAS	13	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	FG	12' MIN	5' MIN, 7' SP	Multi-trunk	Non-native	4.5" Caliper
	LAS	8	Lagerstroemia speciosa	Queen's Crape Myrtle	CG	12' FIT,	5' MIN, 7' SP	Multi-trunk	Non-native	3" Caliper
	QV	29	Quercus virginiana	Southern Live Oak	CG	12' MIN	4', SP		Native	3.5" Caliper
	THR	3	Thrinax radiata	Florida Thatch Palm	CG	12' MIN	7', SP		Native	4.5" Caliper
	VM	5	Veitchia montgomeryana	Montgomery Palm	FG	18' CT	5GL, FM, SP		Non-native	
	WB	95	Washingtonia filifera	Cotton Palm	FG	18' CT	5GL, FM, SP		Non-native	
	WB	6	Washingtonia robusta	Mexican Fan Palm	FG	18' CT	5GL, FM, SP		Native	
SHRUBS										
	CHR2	1,114	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	30	24" HT	24"W	4', SP	Native	
	JAT	45	Jatropha integerrima	Jatropha Standard	15G	6' OA		5'CT, SP	Non-native	
	MFR	114	Myrsine floridana	Simpson's Stopper	FG	4' - 6'	3' W	5' FG, SP	Native	
	SCH	387	Schefflera actinophylla 'Amate'	Amate Schefflera	30	24" HT	24"W	4'	Non-native	
	SCH	218	Schefflera arboricola 'Trinette'	Trinette Schefflera	15G	6' OA		5'CT, SP	Non-native	
	SCH	102	Schefflera arboricola 'Trinette'	Trinette Schefflera	30	24" HT	24"W	4'	Non-native	
	VIN	474	Viburnum odoratissimum	Sweet Viburnum	15G	6' OA		5'CT, SP	Non-native	
	XYL	1,130	Xylosma congestum	Shiny Xylosma	15G	6' OA		5'CT, SP	Non-native	
GROUND COVERS										
	CHR2	1,114	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	30	24" HT	24"W	4', SP	Native	
	JAT	45	Jatropha integerrima	Jatropha Standard	15G	6' OA		5'CT, SP	Non-native	
	MFR	114	Myrsine floridana	Simpson's Stopper	FG	4' - 6'	3' W	5' FG, SP	Native	
	SCH	387	Schefflera actinophylla 'Amate'	Amate Schefflera	30	24" HT	24"W	4'	Non-native	
	SCH	218	Schefflera arboricola 'Trinette'	Trinette Schefflera	15G	6' OA		5'CT, SP	Non-native	
	SCH	102	Schefflera arboricola 'Trinette'	Trinette Schefflera	30	24" HT	24"W	4'	Non-native	
	VIN	474	Viburnum odoratissimum	Sweet Viburnum	15G	6' OA		5'CT, SP	Non-native	
	XYL	1,130	Xylosma congestum	Shiny Xylosma	15G	6' OA		5'CT, SP	Non-native	
GROUND COVERS										
	LIR	472	Liriope muscari 'Evergreen Giant'	Evergreen Giant Liriope	3G	12"OA	12"W	1' SP	Native	
	LIE	675	Lorapetalum chinense 'Ruby'	Ruby Loropetalum	3G	24"OA	12"W	3', SP	Non-native	

* ALL WOOD BOXES SIZED " SOD" ON PLAN SHALL BE PLANTED WITH SYMMETRICAL SQUARES WITH TURF AND SOD UNLESS NOTED OTHERWISE.
* ALL NATIVE AREAS TO BE SOD WITH BAHIA SOD

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NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	J.J.
Manager	D.F.
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Sheet

LA-3

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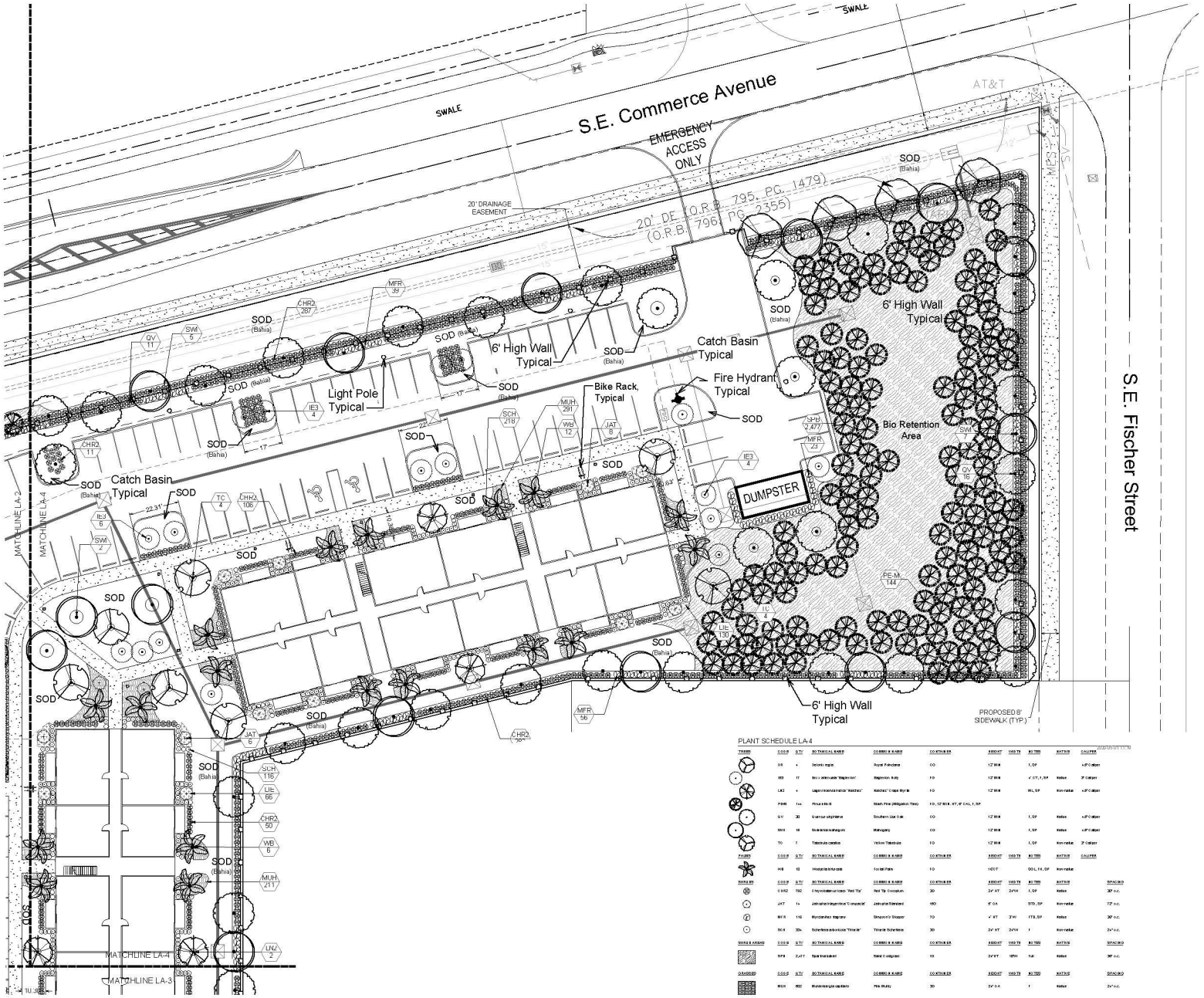

PLANT SCHEDULE LA-4

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPREAD	NATIVE	CALIPER
	DR	4	Dolonix regia	Royal Poinciana	CO	12' MIN	7, SP		4.5" Caliper
	IND	17	Ilex x attenuata 'Eagleston' tm*	Eagleston Holly	FG	12' MIN	4' CT, 7, SP	Native	3" Caliper
	LIN2	4	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	FG	12' MIN	MS, SP	Non-native	4.5" Caliper
	PINE	144	Pinus elliottii	Slash Pine (Mitigation Tree)	FG, 12' MIN. HT, 6" CAL, 7, SP				
	QV	30	Quercus virginiana	Southern Live Oak	CO	12' MIN	7, SP	Native	4.5" Caliper
	SWI	18	Swietenia mahagoni	Mahogany	CO	12' MIN	7, SP	Native	4.5" Caliper
	TC	7	Tabebuia caraiba	Yellow Tabebuia	FG	12' MIN	7, SP	Non-native	3" Caliper
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	MIN TR	NATIVE	CALIPER
	WB	10	Washingtonia robusta	Florida Palm	FG	16'CT	9GAL, FR, SP	Non-native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	MIN TR	NATIVE	SPACING
	CHR2	792	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	30	24" HT	24"W		30" o.c.
	JAT	14	Jatropha integerrima 'Compacta'	Jatropha Standard	160	6' OA		STD, SP	Non-native	72" o.c.
	MFR	116	Myrcianthes fragrans	Simpson's Stopper	70	4' HT	3'W	7 TR, SP	Native	36" o.c.
	SCH	334	Schefflera actinophylla 'Trinette'	Trinette Schefflera	30	24" HT	24"W	7	Non-native	24" o.c.
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	MIN TR	NATIVE	SPACING
	SPR	2,417	Spartina bakeri	Sand Cordgrass	10	24"HT	12"W	Full	Native	36" o.c.
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	MIN TR	NATIVE	SPACING
	MUH	622	Muhlenbergia capillaris	Pink Muhly	30	24" OA	7	Native	24" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	MIN TR	NATIVE	SPACING
	LIE	196	Liriope muscari 'Variegated Giant'	Variegated Giant Border Grass	30	24"O.A.	12"W	1, SP	Non-native	18" o.c.

*ALL HEIGHTS INDICATED BY "DOT" OF PLAN SHALL BE FURTHER WITH STEMS TAPERING FROM GROUND DATUM TO A HEIGHT 200 UNLESS NOTED OTHERWISE.
*ALL NATIVE AREAS TO REMAIN FREE OF INVASIVE PLANT MATERIAL

lucido & associates

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

Key / Location:



Project Team:

Client & Property Owner:	AHS Residential, LLC 12865 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathes Engineering Corporation 2481 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	BW Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 208 Stuart, Florida 34996
Architect:	Slattery & Associates 2060 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
06.06.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

03.10.20 B.W. Revised per Comments

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-4
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.	

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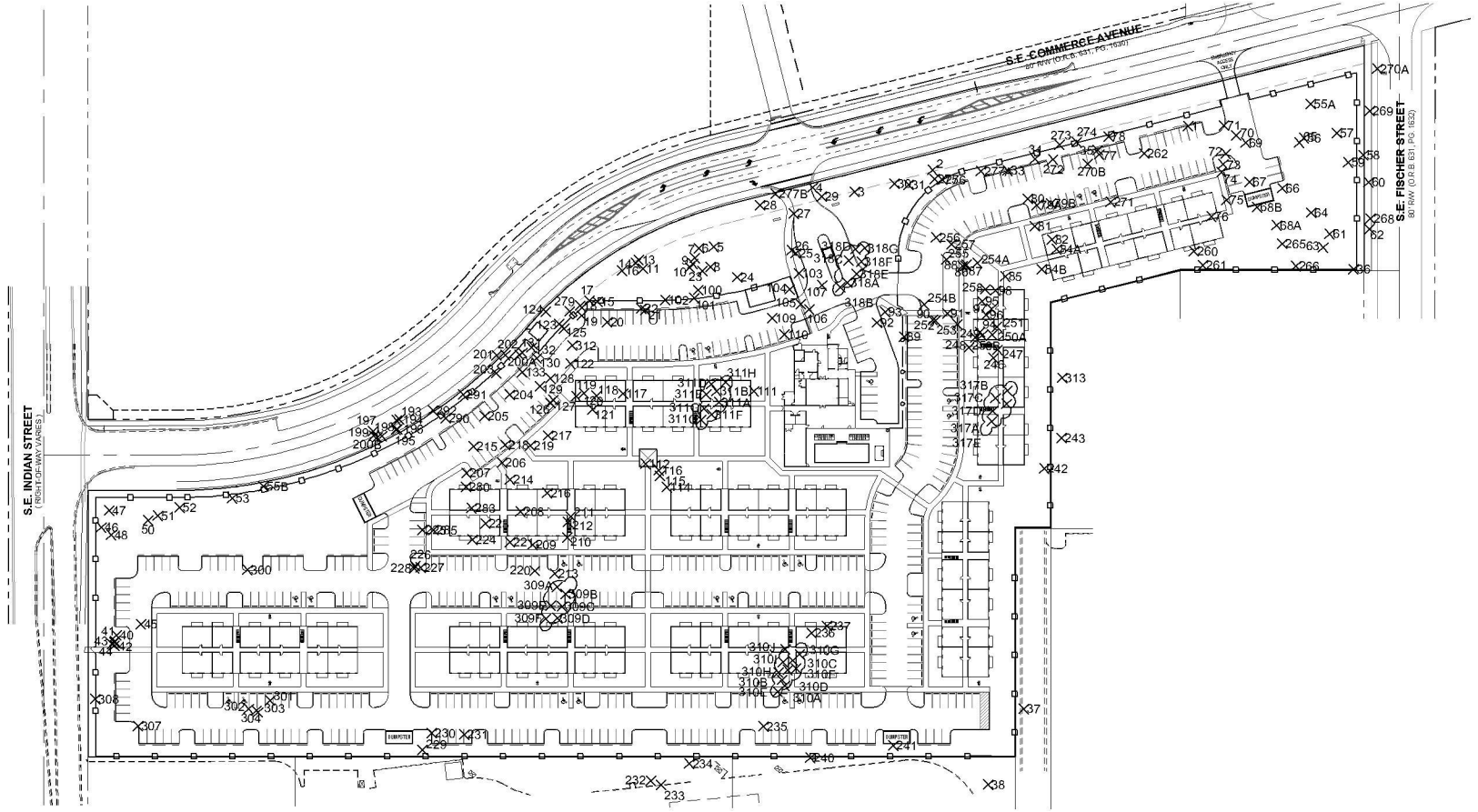

AHS GLASRUD PARCEL - TREE INVENTORY		
Tree #	Species	DBH (inches)
1	PINE	12.5
2	PINE	10.5
3	PINE	10
4	PINE	13.5
5	PINE	10.5
6	PINE	11
7	PINE	10.5
8	PINE	11
9	PINE	12
10	PINE	11
11	PINE	12
14	PINE	11
15	PINE	13
16	PINE	14
17	PINE	12.5
18	PINE	12
19	PINE	12
20	PINE	11.5
21	PINE	11
22	PINE	11
23	PINE	10
24	PINE	11
25	PINE	15
26	PINE	15
27	PINE	13
28	PINE	12.5
29	PINE	12
30	PINE	12
31	PINE	10.5
33	PINE	11
34	PINE	16
35	PINE	13
36	PINE	12.5
37	PINE	18
38	PINE	12
40	OAK	5
41	OAK	12
42	OAK	8
43	OAK	6
44	OAK	11
45	PINE	15.5
46	PINE	14
47	PINE	10
48	PINE	15
50	PINE	12
51	PINE	11
52	PINE	13
53	PINE	13
55A	PINE	13.5
55B	PINE	14
56	PINE	13
57	PINE	11
58	PINE	12.5
59	PINE	12
60	PINE	11
61	PINE	11
62	PINE	10
63	PINE	11.5
64	PINE	10
65	PINE	10
66	PINE	15
67	PINE	10
68A	PINE	11
68B	PINE	15
69	PINE	12
70	PINE	11
71	PINE	10
72	PINE	10
73	PINE	11
74	PINE	13
75	PINE	10
76	PINE	12
77	PINE	15
78	PINE	11
79A	PINE	11
79B	PINE	11.5
80	PINE	12
81	PINE	10
82	PINE	10.5
84A	PINE	11
84B	PINE	12
85	PINE	13
86	PINE	11
87	PINE	11
88	PINE	12
89	PINE	11.5
90	PINE	11.5
91	PINE	10.5
92	PINE	11
93	PINE	16
94	PINE	11
95	PINE	11.5
96	PINE	14
97	PINE	11
98	PINE	10.5
100	PINE	10
101	PINE	11.5
102	PINE	11.5
103	PINE	14
104	PINE	11.5
105	PINE	13.5
106	PINE	13
107	PINE	12.5
108	PINE	13
110	PINE	11
111	PINE	12
112	PINE	11.5
114	PINE	11.5
115	PINE	10.5
116	PINE	10
117	PINE	12
118	PINE	11.5
119	PINE	11.5
120	DAHOON HOLLY	10
121	PINE	11
122	PINE	10.5
123	PINE	11
124	PINE	11
125	PINE	10.5
126	PINE	11
127	PINE	10.5
128	PINE	11
129	PINE	13
130	PINE	12
131	PINE	10.5
132	PINE	10
133	PINE	12
193	PINE	12
194	PINE	12
195	PINE	10
196	PINE	10
197	PINE	10
198	PINE	12
199	PINE	10.5
200A	PINE	10
200B	PINE	11
201	PINE	10.5
202	PINE	11.5
203	PINE	10.5
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207	PINE	11.5
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210	PINE	11
211	PINE	12
212	PINE	10
213	PINE	12.5
214	PINE	13
215	PINE	12.5
216	PINE	14
217	PINE	14
218	PINE	11
219	PINE	11
220	PINE	10.5
221	PINE	16
223	PINE	15
224	PINE	11
225	PINE	14
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229	PINE	11
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243	PINE	14.5
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247	PINE	11
248	PINE	11
249	PINE	13
250A	PINE	13
250B	PINE	14
251	PINE	12
252	PINE	12
253	PINE	10.5
254A	PINE	13
254B	PINE	16.5
255	PINE	11
256	PINE	11
257	PINE	12
258	PINE	11.5
260	PINE	11.5
261	PINE	15.5
262	PINE	11.5
265	PINE	12
266	PINE	10
268	PINE	10.5
269	PINE	10
270A	PINE	10
270B	PINE	10.5
271	PINE	11
272	PINE	13
273	PINE	10
274	PINE	12
275	PINE	11
276	PINE	10
277A	PINE	12.5
277B	PINE	12.5
279	PINE	12
280	PINE	10
283	PINE	12
285	PINE	10
290	PINE	11
291	PINE	12
292	PINE	15.5
300	OAK	9.5
301	PINE	10
302	OAK	7.5
303	OAK	5
304	OAK	5
307	OAK	15
308	OAK	5.5
309A	PINE	12
309B	PINE	12
309C	PINE	12
309D	PINE	12
309E	PINE	12
309F	PINE	12
310A	PINE	11
310B	PINE	11
310C	PINE	11
310D	PINE	11
310E	PINE	11
310F	PINE	11
310G	PINE	11
310H	PINE	11
310I	PINE	11
311A	PINE	10
311B	PINE	10
311C	PINE	10
311D	PINE	10
311E	PINE	10
311F	PINE	10
311G	PINE	10
311H	PINE	18
317A	PINE	12
317B	PINE	12
317C	PINE	12
317D	PINE	12
317E	PINE	11
318A	PINE	11
318B	PINE	10
318C	PINE	10
318D	PINE	10
318E	PINE	12
318F	PINE	13
318G	PINE	13
TOTAL DBH REMOVED:		2,777.5 Inches
TOTAL PINE DBH REMOVED:		2,678.0 Inches
TOTAL HARDWOOD DBH REMOVED:		99.5 Inches
DENOTES OFFSITE TREE, NOT INCLUDED		

AHS at HARBOR GROVE - TREE MITIGATION DATA

Hardwood Calculation

99.5	inches (x)	2.5"	=	249	Inches
Total Inches Required (4.5" DBH min.)				249	Inches
Total Inches Provided for Mitigation:				**252**	**Inches**
27	Acer rubrum (4.5" DBH)	4.5"		121.5	Inches
29	Quercus virginiana (4.5" DBH)	4.5"		130.5	Inches

Pine Calculation

2,678	inches (x)	1.5"	=	4017.0	Inches
Total Inches Required (3" DBH min.)				4017.0	Inches
Total Inches Provided for Mitigation:				**4017.0**	**Inches**
294	Pirus elliottii (6" DBH) *	6.0"		1764.0	Inches
119	Ilex x attenuata 'Eagleston' (3" DBH)	3.0"		357.0	Inches
22	Taxodium ascendens (4.5" DBH)	4.5"		99.0	Inches
42	Tabebuia caraiba (3" DBH)	3.0"		126.0	Inches
4	Bursera simaruba (4.5" DBH)	4.5"		18.0	Inches
6	Coccoloba diversifolia (3" DBH)	3.0"		18.0	Inches
49	Lagerstroemia indica 'Natchez' (4.5" DBH)	4.5"		220.5	Inches
14	Lagerstroemia speciosa (3" DBH)	2.0"		28.0	Inches
50	Quercus virginiana (4.5" DBH)	4.5"		225.0	Inches
16	Delonix regia (4.5" DBH)	4.5"		72.0	Inches
20	Swietenia mahogoni (4.5" DBH)	4.5"		90.0	Inches
31	Veitchia montgomeryana (6.5' for 16' CT)	6.5'		201.5	Inches
10	Phoenix sylvestris (4.5" DBH for 14' CT)	4.5"		45.0	Inches
6	Sasal palmetto (8.5" DBH for 18' CT)	8.5"		51.0	Inches
108	Wodyetia bifurcata (6.5' for 16' CT)	6.5'		702.0	Inches

*Slash Pines planted for mitigation to be held located per final bio retention design. Pending final site conditions, slash pines may be substituted with contribution to City Tree Fund in lieu of planting, per Sec. 5.05.02.A.1.h. or substituted with alternate size/quantities (2.5" caliper min.) of native trees to meet required mitigation, subject to staff approval.

lucido & associates
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Key / Location:



N.T.S.

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Architect:	Slattery & Associates 2050 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Plan
Tree Mitigation

Date	By	Description
06.06.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
11.26.19	SJS	Revised per Site Changes
01.02.20	SJS	Revised per Comments
01.31.20	SJS	Revised per Site Changes
03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set

NORTH

SCALE: 1" = 60'

0 30' 60' 120'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-5
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.	

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PLANT SCHEDULE TOTAL SITE

2020-05-01 11:19

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AR	27	Acer rubrum	Red Maple	CG	12` MIN		F, SP	Native	4.5" Caliper
	BUR	4	Bursera simaruba	Gumbo Limbo	CG	12` MIN		STD, F, SP	Native	4.5" Caliper
	CD	6	Coccoloba diversifolia	Pigeon Plum	CG	12` MIN		STD, F, SP	Native	3" Caliper
	DR	16	Delonix regia	Royal Poinciana	CG	12` MIN		F, SP		4.5" Caliper
	IE3	119	Ilex x attenuata `Eagleston`	Eagleston Holly	FG	12` MIN		4` CT, F, SP	Native	3" Caliper
	LN2	49	Lagerstroemia indica `Natchez`	Natchez` Crape Myrtle	FG	12` MIN		ML, SP	Non-native	4.5" Caliper
	LAS	14	Lagerstroemia speciosa	Queen`s Crape Myrtle	CG	12` HT	6` SPR	STD, F, SP	Non-native	2" Caliper
	PE-M	294	Pinus elliotti	Slash Pine (Mitigation Tree)	FG, 12` MIN. HT, 6" CAL, F, SP					
	QV	79	Quercus virginiana	Southern Live Oak	CG	12` MIN		F, SP	Native	4.5" Caliper
	SWI	20	Swietenia mahagoni	Mahogany	CG	12` MIN		F, SP	Native	4.5" Caliper
	TC	42	Tabebuia caraiba	Yellow Tabebuia	FG	12` MIN		F, SP	Non-native	3" Caliper
	TA	22	Taxodium ascendens	Pond Cypress	CG	12` MIN		F, SP	Native	4.5" Caliper

PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	PS	11	Phoenix sylvestris	Wild Date Palm	FG	14`CT		FH, SP, MATCHING	Non-native	HVY CAL
	SP	6	Sabal palmetto	Sabal Palm	FG	18`CT		HVY CAL, SP	Native	
	VM	31	Veitchia montgomeryana	Montgomery Palm	FG	16`CT		SGL, FH, SP	Non-native	
	WB	108	Wodyetia bifurcata	Foxtail Palm	FG	16`CT		SGL, FH, SP	Non-native	

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	CHR2	3,853	Chrysobalanus icaco `Red Tip`	Red Tip Cocoplum	3G	24" HT	24"W	F, SP	Native	30" o.c.
	GAG	8	Galphimia glauca	Thryallis	3G	24" HT	24"W	F	Non-native	36" o.c.
	JAT	91	Jatropha integerrima `Compacta`	Jatropha Standard	15G	5` OA		STD, SP	Non-native	72" o.c.
	MFR	560	Myrcianthes fragrans	Simpson`s Stopper	7G	4`HT	3`W	FTB, SP	Native	36" o.c.
	SCH	1,961	Schefflera arboricola `Trinette`	Trinette Schefflera	3G	24" HT	24"W	F	Non-native	24" o.c.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	GAL	194	Galphimia glauca	Thryallis	3G	24"HT	24"W	F	Non-native	24" o.c.
	PEN	54	Pentas lanceolata	Pentas Mix	6" Pot				Non-native	18" o.c.
	SPB	6,447	Spartina bakeri	Sand Cordgrass	1G	24"HT	18"W	Full	Native	36" o.c.

GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	MUH	3,055	Muhlenbergia capillaris	Pink Muhly	3G	24" OA		F	Native	24" o.c.
	TRD	3,000	Tripsacum floridanum	Dwarf Fakahatchee	3G	24" OA		Full	Native	24" o.c.

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	ILS	1,264	Ilex vomitoria `Stokes Dwarf`	Dwarf Yaupon	3G	24"OA	12"W	Full	Native	18" o.c.
	LIE	1,294	Liriope muscari `Evergreen Giant`	Evergreen Giant Border Grass	3G	24"OA	12"W	F, SP	Non-native	18" o.c.

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

135,889 SF TOTAL SOD AREA WITHIN THE DEVELOPABLE SITE AREA
REQUIRED DROUGHT TOLERANT SOD SPECIES = 69,303 SF - 51.0%
PROVIDED DROUGHT TOLERANT SOD SPECIES = 74,039 SF - 54.5% - BAHIA SOD
SEE CIVIL PLANS FOR ALL DISTURBED AREAS OUTSIDE THE SITE LIMITS

*ALL NATIVE AREAS TO RECEIVE PINE STRAW MULCH

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AHS at Harbor Grove

City of Stuart, Martin County, Florida

Master Plant Schedule

Date	By	Description
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11.04.19	B.W.	Revised per Comments
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03.10.20	B.W.	Revised per Comments
04.30.20		LPA Set



SCALE: 1" = 3'

0 1' 2' 3'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-6
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4-30.	

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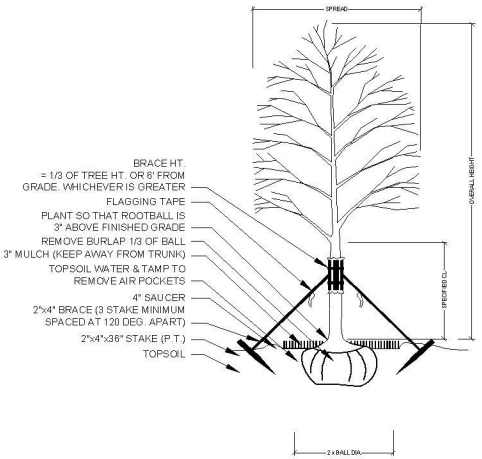
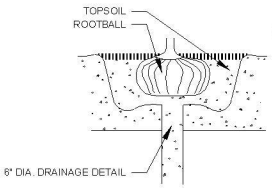


TREE PLANTING & STAKING

NOT TO SCALE



DRAINAGE TESTING DETAIL

NOT TO SCALE

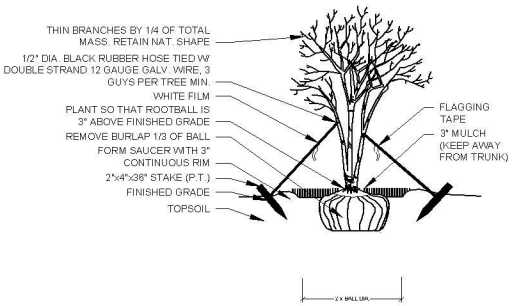


BRACING DETAIL

NOT TO SCALE

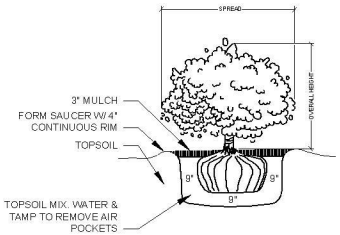
PALM PLANTING - ANGLE STAKE

NOT TO SCALE



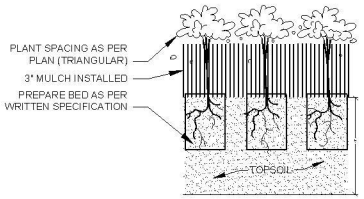
MULTI-TRUNK PLANTING & GUYING

NOT TO SCALE



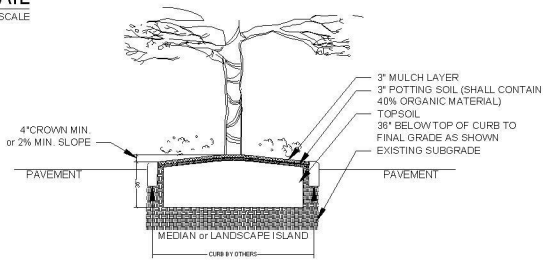
SHRUB PLANTING

NOT TO SCALE



GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

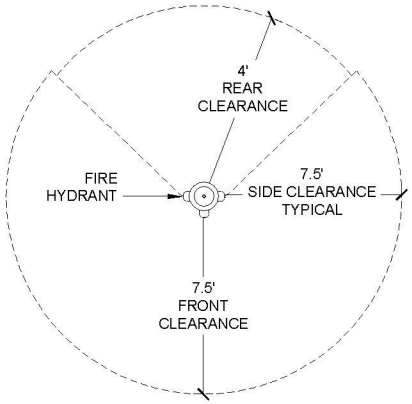


THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL

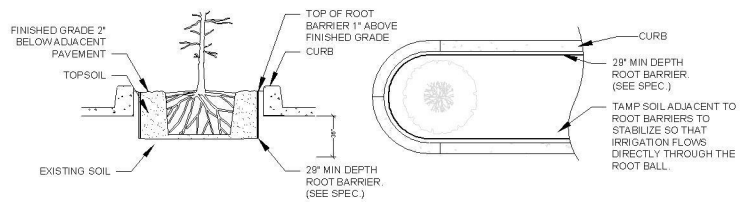
NOT TO SCALE

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



FIRE HYDRANT CLEARANCE DETAIL

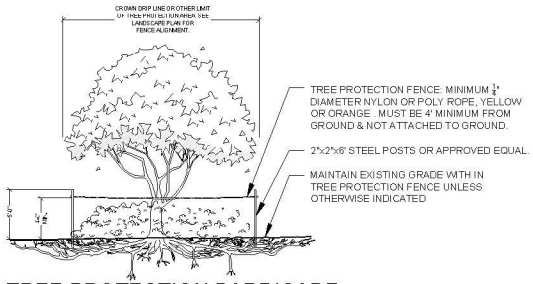
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "BIO-BARRIER 28" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



TREE PROTECTION BARRICADE

NOT TO SCALE

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

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

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

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

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

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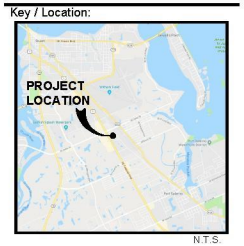

N.T.S.

Project Team:

Client & Property Owner:	AHS Residential, LLC 12895 Southwest 132nd Street Suite 202 Miami, Florida 33186
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Mathews Engineering Corporation 2401 Southeast Dixie Highway Stuart, Florida 34996
Surveyor:	Stephen J. Brown, Inc. 619 East 5th Street Stuart, Florida 34994
Environmental:	EW Consultants, Inc. 1000 SE Monterey Commons Boulevard Suite 206 Stuart, Florida 34996
Architect:	Slattery & Associates 2050 Northwest Boca Raton Boulevard Suite 2 Boca Raton, Florida 33431

AHS at Harbor Grove

City of Stuart, Martin County, Florida

Landscape Details

Date	By	Description
06.08.19	J.J.	Initial Submittal
11.04.19	B.W.	Revised per Comments
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NORTH

SCALE: 1" = 0'

0 0' 0' 0'

REG. # 1018
Thomas H. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-7
Project Number	19-345	
Municipal Number	---	
Computer File	19-345 AHS Residential - Landscape Plan - update 4	

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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times; who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION

A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails

2.06 TOP SOIL:
A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (seeLandscape Area Preparation Detail); In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. *East Coast Recycling Inc* is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of 'Topsoil' as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the 'Landscape Area Preparation' detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon container	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and planting areas except ground cover, shall receive compacted mulch with 3" minimum depth immediately after planting and thoroughly watered. Apply 3" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail;
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimming from site.

3.05 GUYING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C. Stake & Brace all trees larger than 12' o.a. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 SOD:
A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

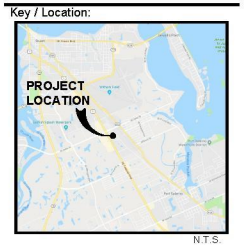
C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

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

Key / Location:



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AHS at Harbor Grove

City of Stuart, Martin County, Florida

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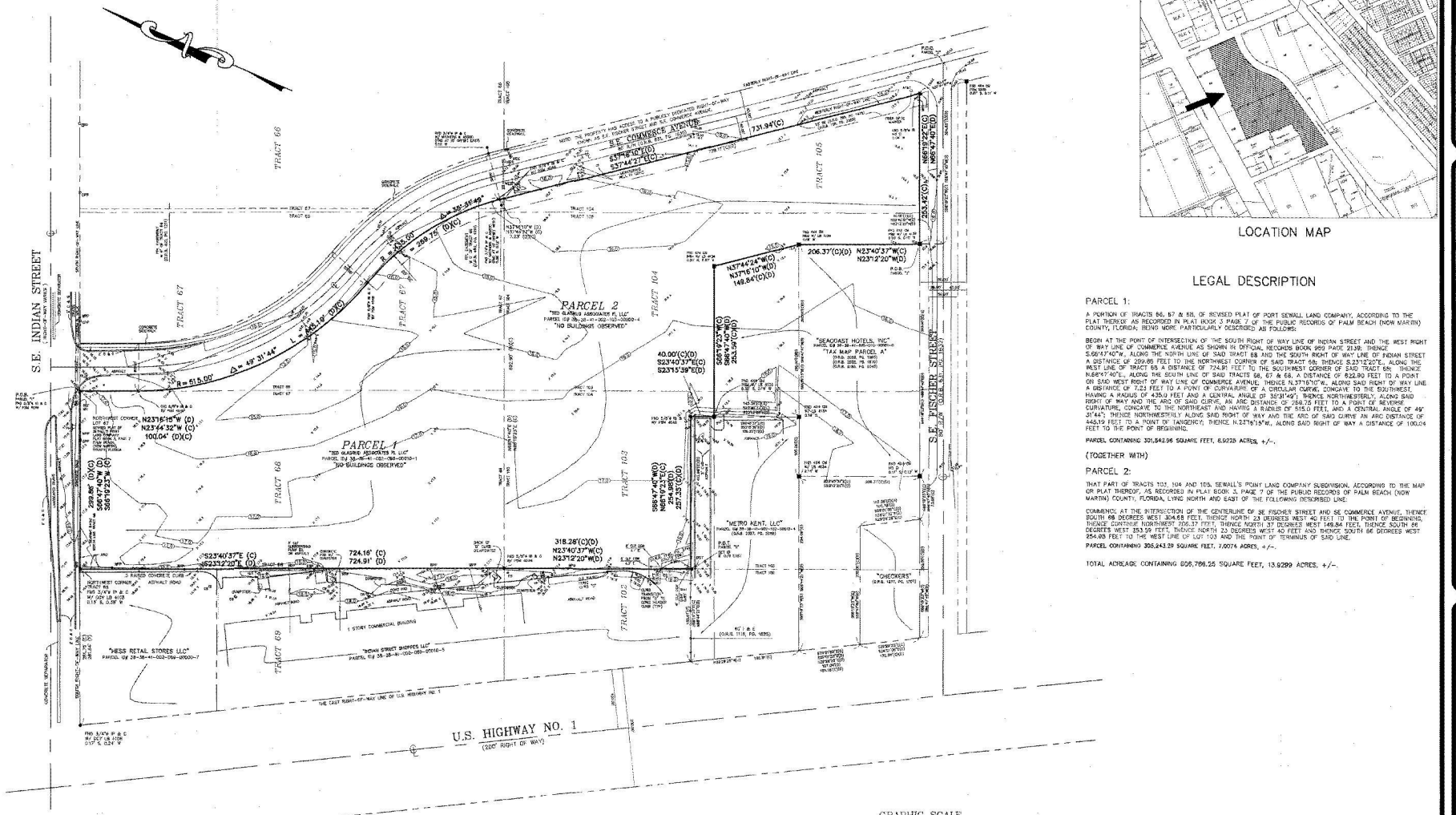


LOCATION MAP

LEGAL DESCRIPTION

PARCEL 1:

A PORTION OF TRACTS 66, 67 & 68, OF REVISED PLAT OF PORT SEWALL LAND COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3 PAGE 7 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF INDIAN STREET AND THE WEST RIGHT OF WAY LINE OF COMMERCE AVENUE AS SHOWN IN OFFICIAL RECORDS BOOK 959 PAGE 2139; THENCE S.66°47'40"W., ALONG THE NORTH LINE OF SAID TRACT 68 AND THE SOUTH RIGHT OF WAY LINE OF INDIAN STREET A DISTANCE OF 259.80 FEET TO THE NORTHWEST CORNER OF SAID TRACT 68; THENCE S.23°12'20"E., ALONG THE WEST LINE OF TRACT 68 A DISTANCE OF 724.91 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 68; THENCE N.66°47'40"E., ALONG THE SOUTH LINE OF SAID TRACTS 68, 67 & 66, A DISTANCE OF 822.90 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF COMMERCE AVENUE; THENCE N.37°16'10"W., ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 7.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 435.0 FEET AND A CENTRAL ANGLE OF 35°31'49"; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 269.75 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 515.0 FEET, AND A CENTRAL ANGLE OF 49° 31'44"; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE AN ARC DISTANCE OF 445.19 FEET TO A POINT OF TANGENCY; THENCE N.23°16'15"W., ALONG SAID RIGHT OF WAY A DISTANCE OF 100.04 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 301,542.96 SQUARE FEET, 6.9225 ACRES, +/-.

(TOGETHER WITH)

PARCEL 2:

THAT PART OF TRACTS 102, 104 AND 105, SEWALL'S POINT LAND COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 7 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING NORTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF SE FISCHER STREET AND SE COMMERCE AVENUE; THENCE SOUTH 66 DEGREES WEST 304.68 FEET; THENCE NORTH 23 DEGREES WEST 40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWEST 206.37 FEET; THENCE NORTH 37 DEGREES WEST 149.84 FEET; THENCE SOUTH 66 DEGREES WEST 253.59 FEET; THENCE NORTH 23 DEGREES WEST 40 FEET AND THENCE SOUTH 66 DEGREES WEST 254.68 FEET TO THE WEST LINE OF LOT 103 AND THE POINT OF TERMINUS OF SAID LINE.

PARCEL CONTAINING 305,243.29 SQUARE FEET, 7.0074 ACRES, +/-.

TOTAL ACREAGE CONTAINING 606,786.25 SQUARE FEET, 13.9299 ACRES, +/-.

AC	ACRE	EOP	EDGE OF PAVEMENT	M & TP	MAG & TIN TAB	PRO	PERIMETER				
A/C	AIR CONDITIONER	EOW	EDGE OF WATER	M & W	NAIL & WASHER	R	RADIUS				
ALUM	ALUMINUM	EM	ELECTRIC METER	NAVD	NATIONAL GEODETIC VERTICAL DATUM	RAD	RADIAL				
ANCH	ANCHOR	ES	ELECTRIC SERVICE	NO ID	NO IDENTIFICATION	RBS	RAILROAD SPIKE				
APPROX	APPROXIMATE	ESP	ELECTRIC SERVICE POLE	NTS	NOT TO SCALE	RNG	RANGE				
AVE	AVENUE	ELEV	ELEVATION	NAD	NORTH AMERICAN DATUM	RLS	REGISTERED LAND SURVEYOR				
BRG	BEARING	1.17.00	EXISTING ELEVATION	ORB	OFFICIAL RECORD BOOK	RCP	REINFORCED CONCRETE PIPE				
BM	BENCH MARK	F	FENCE	OH	OVERHEAD	RW	RIGHT OF WAY				
BLVD	BOULEVARD	F	FIELD MEASUREMENT	OU	OVERHANG	RS	SANITARY SEWER				
BLDG	BUILDING	FWD	FENCE	OHW	OVERHEAD WIRE	SECT	SECTION				
BM	BENCHMARK	FFE	FINISHED FLOOR ELEVATION	PAC	PACIFIC	SET I.R.	SET 5/8" IRON BAR & CAP #4648				
CATV	CABLE TELEVISION BOX	FH	FIRE HYDRANT	PK	PARKER-KALON NAIL	SET PK	SET PK NAIL & WASHER #4648				
C	CHILD/LATERAL	FPL	FLORIDA POWER & LIGHT	PK & TP	PARKER-KALON NAIL & TIN TAB	SQ FT	SQUARE FEET				
CB	CATCH BASIN	FND	FOUND	PK & W	PARKER-KALON NAIL & WASHER	SIR	SOIRON LAW				
CM	CONCRETE MONUMENT	FOE	FOUND EASEMENT	PLAT	PLAT BOOK & PAGE	SBT	SOUTHERN BELL TELEPHONE BOX				
CLV	CHAINLINK FENCE	HSE	HOUSE	PRM	PERMANENT REFERENCE MONUMENT	SVT	SQUARE FEET				
CENT	CENTER	(, &, %)	INCHES & EIGHTHS & EASEMENT	P	PLAT	SVD	SUBDIVISION				
CONC	CONCRETE	INV	INVERT	PB	P.B.#/PG#	T	TANGENT				
CBS	CONC BLOCK STRUCTURE	IB	IRON BAR	PCC	POINT OF COMPOUND CURVATURE	TCE	TEMPORARY CONSTRUCTION EASEMENT				
CM	CONCRETE MONUMENT	IP	IRON PIPE	PC	POINT OF CURVATURE	TOB	TOP OF BANK				
CMP	CORRUGATED METAL PIPE	IR & C	IRON BAR & CAP	PI	POINT OF INTERSECTION	TOE	TOE OF SLOPE				
CPP	CONCRETE POWER POLE	IP & C	IRON PIPE & CAP	POB	POINT OF BEGINNING	TYP	TYPICAL				
CTR	CENTER		INSIDE DIAMETER	POC	POINT OF COMMENCEMENT	TRANS	TRANSFORMER				
CSN	CONCRETE	LAE	LANDSCAPE EASEMENT	POT	POINT OF TERMINUS	UTH	THROUGH				
CMP	CORRUGATED METAL PIPE	LB	LICENSED BUSINESS NUMBER	PRC	POINT OF RECURVE CURVATURE	UDE	UTILITY & DRAINAGE EASEMENT				
CVU	CONCRETE VALLEY GUTTER	LP	LIGHT POLE	PT	POINT OF TANGENCY	UE	UTILITY EASEMENT				
D	DEED	M & W	MAG NAIL & WASHER	PP	POWER POLE	UP	UTILITY POLE(S)				
D/E	DRAINFIELD	MHD	MAG NAIL	PUE	PRIVATE UTILITY EASEMENT	UG	UTILITY POLE				
DE	DRAINAGE EASEMENT	MH	MANHOLE	PLS	PROFESSIONAL LAND SURVEYOR	WM	WATER METER				
DF	DRAINAGE FLOW	MI	MANHOLE	P	PROPERTY LINE	WV	WATER VALVE				
ESMT	EASEMENT	MHW	MEAN HIGH WATER LINE	PROP	PROPOSED	WPP	WOOD POWER POLE				
EOA	EDGE OF CONCRETE	NL	NAIL	● 17.00	PROPOSED ELEVATION	∝	QUADRANT				

1. PROPERTY ADDRESS: SE COMMERCE AVENUE
2. CERTIFIED TO:
   -AHS RESIDENTIAL, 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

Date of field survey: 01/23/2017

NOTES:

1. *Survey of description as furnished by Client.*
2. *Lands shown hereon were not abstracted for easements and/or rights-of-way of record.*
3. *The bearings shown hereon are based on State Plane Coordinates, NAD 1983/1990, adjusted, Florida East Zone, using Geodetic Monuments, and reference a calculated bearing of S66°19'23"E, on the North Line of Tract 68.*
4. *Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on benchmark CGM-MIA.*
5. *There are no above ground encroachments, unless otherwise shown.*
6. *The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0161G, dated 03/16/2015, 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.*
7. *Underground foundations & utilities not located unless shown.*
8. *The expected use of the survey and map is for Commercial Purposes.*
9. *All measurements are in accordance with the United States standard, in feet.*
10. *Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.*

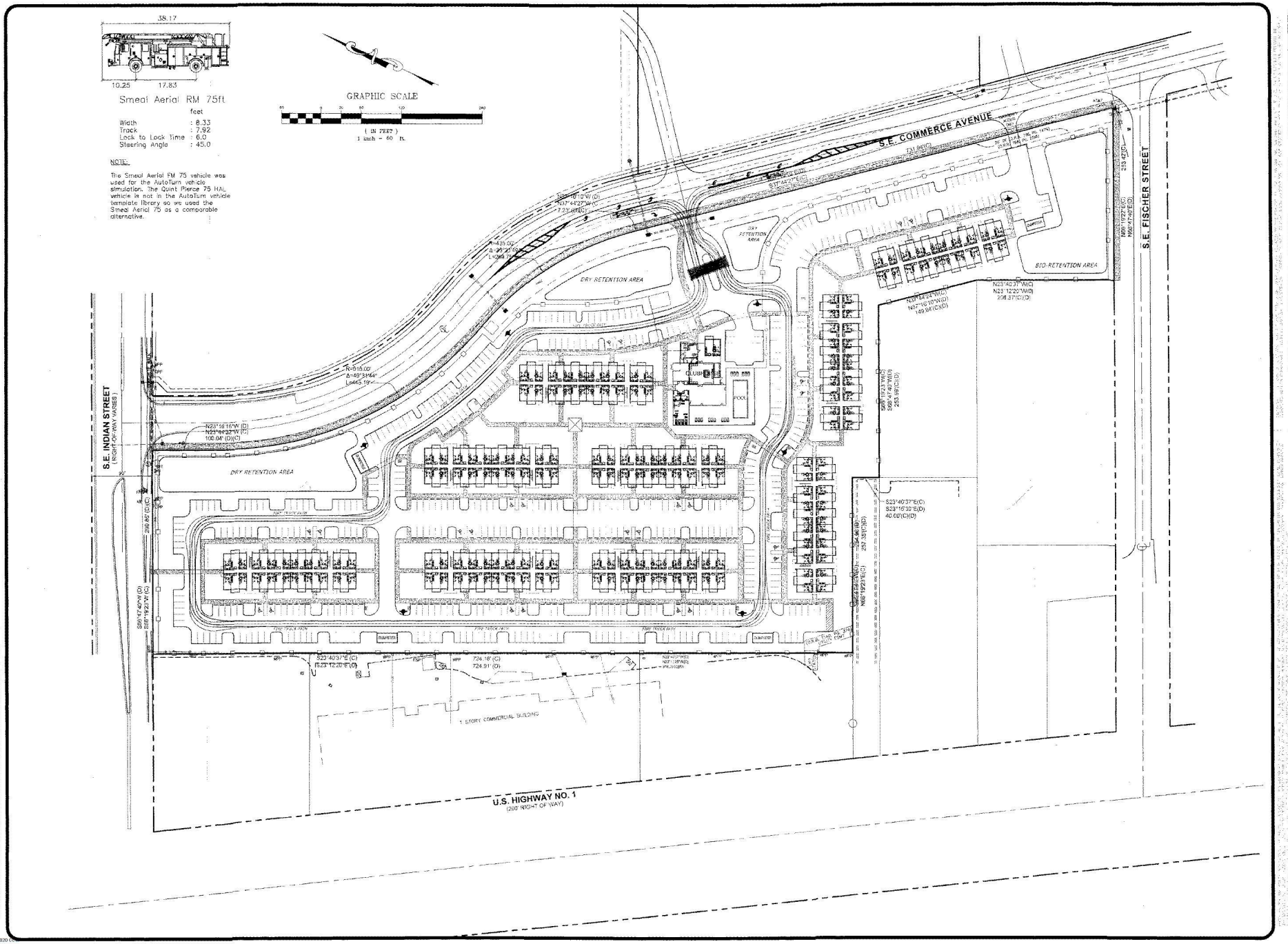
REVISIONS	BY
UPDATE SURVEY 04/19/2019	S.J.B.
TITLE WORK 04/19/2019	S.J.B.
COMBINE PARCELS 06/19/2019	S.J.B.
ADDED 20' EASEMENT 08/01/2019	S.J.B.
FILE:	

PREPARED FOR: AHS RESIDENTIAL, LLC

STEPHEN J. BROWN, INC
LICENSED BUSINESS NUMBER: 6494
SURVEYORS · DESIGNERS · LANDPLANNERS · CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: sjbinc@bellsouth.net PHONE: (772)-283-7176

BOUNDARY AND TOPOGRAPHIC SURVEY

DRAWN	S.J.B.
CHECKED	S.J.B.
DATE	06/11/2019
SCALE	1" = 80'
JOB NO.	6988-04-02
SHEET	ONE
OF ONE	SHEETS



DATE	REVISIONS
11.22.19	REVISED LAYOUT
1.30.20	REV PER CITY-CLIENT

MATHERS ENGINEERING CORPORATION
2431 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 597-0505
EB 0004456

HARBOR GROVE
CITY OF STUART, FLORIDA
AUTOTURN FIRE TRUCK ACCESS 1

WILLIAM J. MATHERS, P.E.
LICENSE
PE 19658
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DRAWN
D.H.A.
CHECKED
W.J.M.
DATE
NOVEMBER 2019
SCALE
1" = 60'
JOB NO.
3760-01
SHEET
EX-1
OF 3 SHEETS

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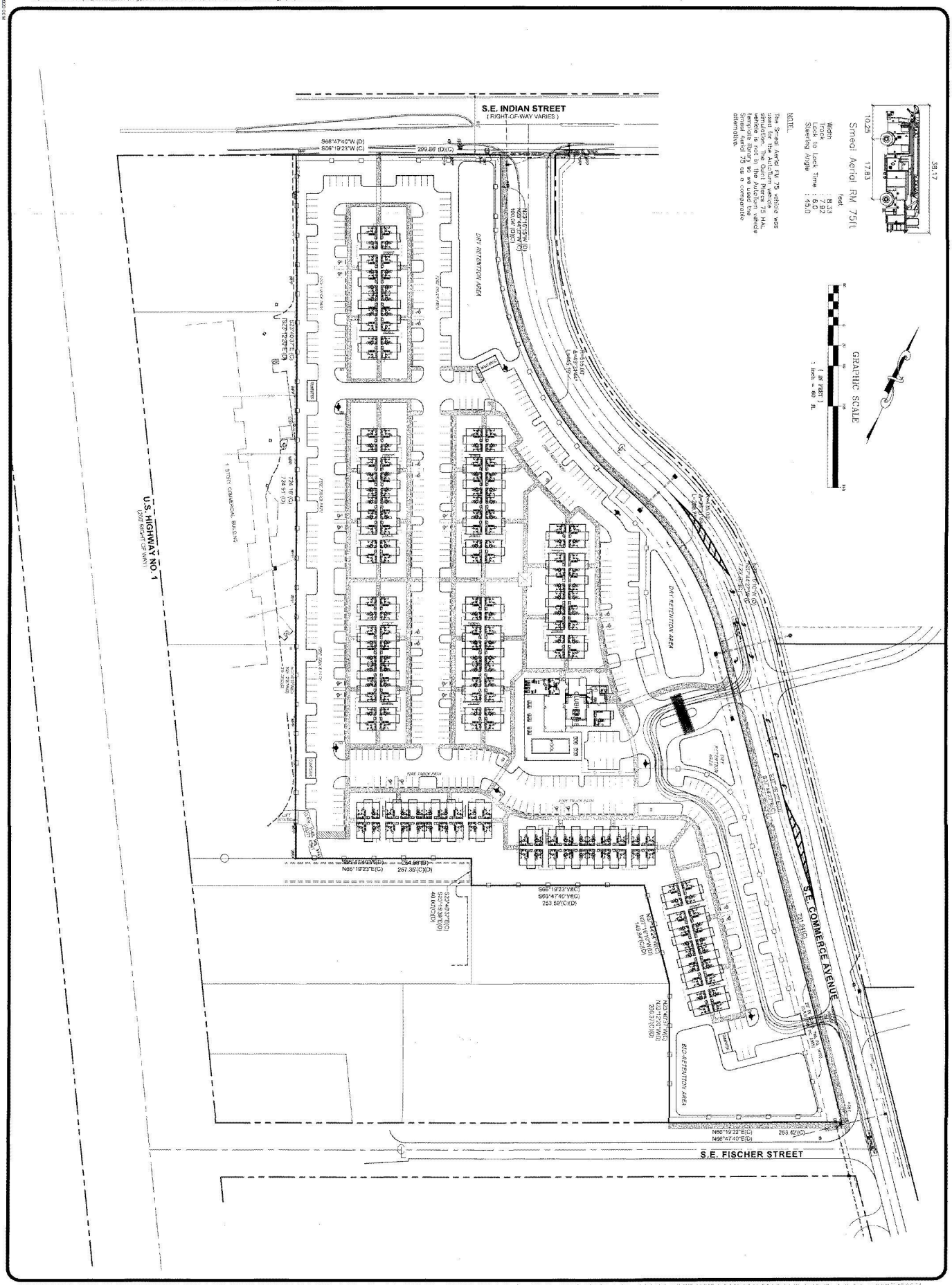


HARBOR GROVE
CITY OF STUART, FLORIDA
AUTOTURN FIRE TRUCK ACCESS 2

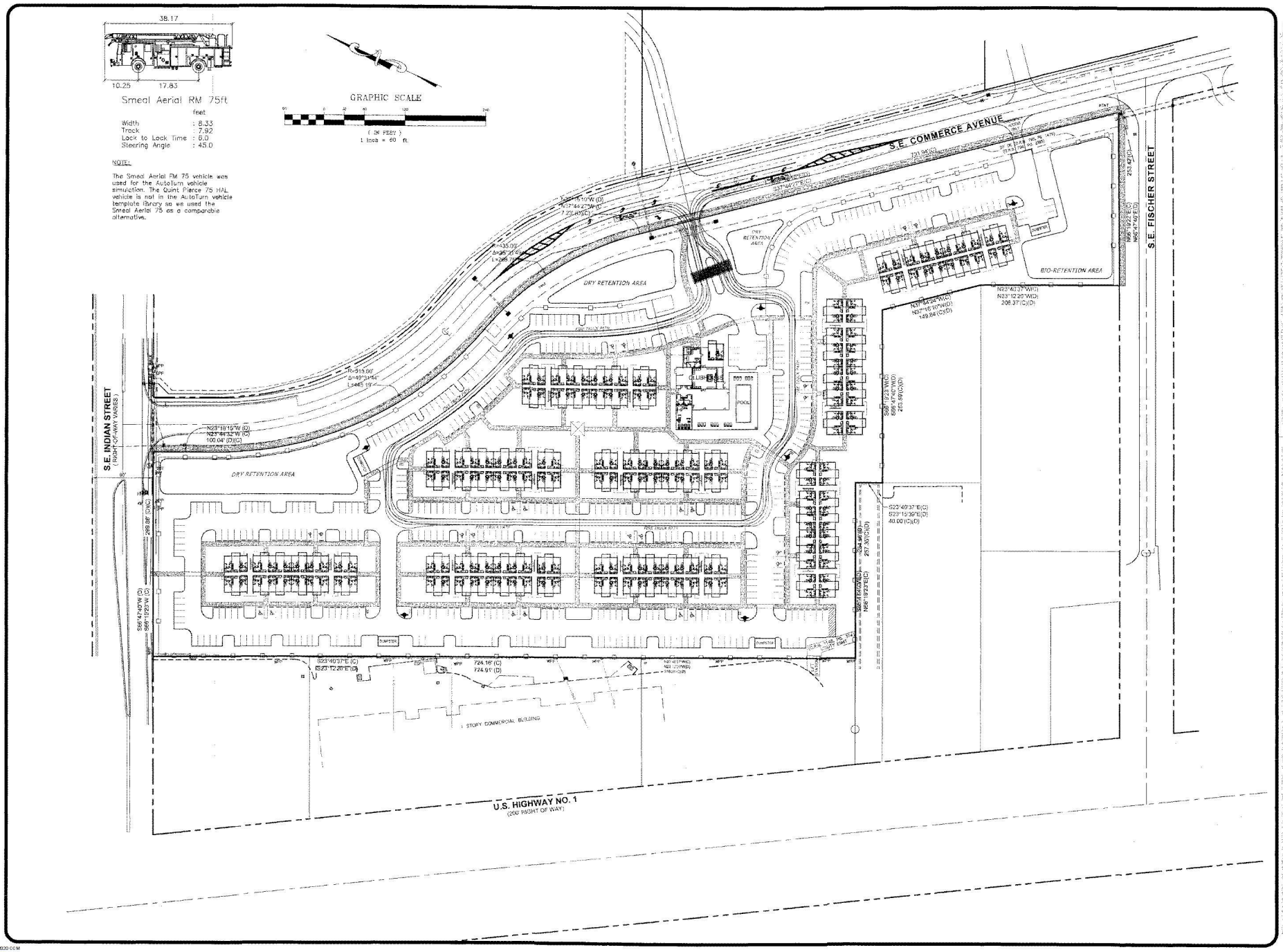
2431 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 287-0525
EB 0004466
MATHERS ENGINEERING CORPORATION

DATE	REVISIONS
1/31/19	REVISED LAYOUT
1/30/20	REV. PER CITY COMMENT

DESIGN: D.E.A.
CHECKED: R.J.M.
SEPTEMBER 2019
SCALE: 1" = 50'
JOB NO. 2019-01
SHEET: EX-2
OF 3 SHEETS

WILLIAM R. MATHERS, P.E. 19656, STATE OF FLORIDA, PROFESSIONAL ENGINEER

Page 100 of 288



DATE	REVISIONS
11.29.19	REVISED LAYOUT
1.30.20	REV PER CITY-CLIENT

MATHERS ENGINEERING CORPORATION
2431 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 287-0525
EB 0004406

HARBOR GROVE
CITY OF STUART, FLORIDA
AUTOTURN FIRE TRUCK ACCESS 3

WILLIAM M. MATHERS, P.E.
LICENSE
PE 19658
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DRAWN D.H.A.
CHECKED W.J.M.
DATE NOVEMBER 2019
SCALE 1" = 60'
JOB NO. 3780-01
SHEET

EX-3

OF 3 SHEETS

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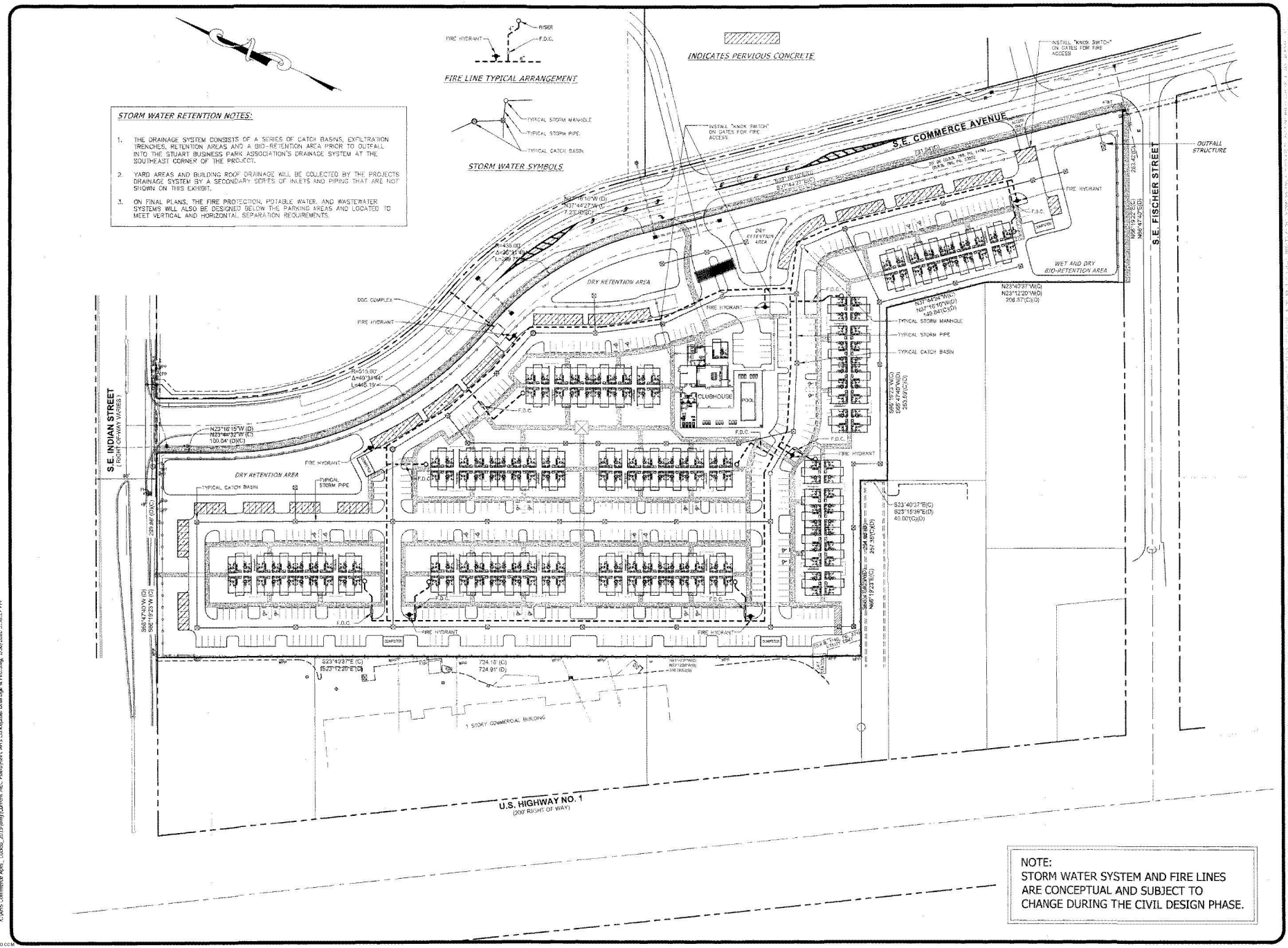

STORM WATER RETENTION NOTES:

1. THE DRAINAGE SYSTEM CONSISTS OF A SERIES OF CATCH BASINS, EXFILTRATION TRENCHES, RETENTION AREAS AND A BIO-RETENTION AREA PRIOR TO OUTFALL INTO THE STUART BUSINESS PARK ASSOCIATION'S DRAINAGE SYSTEM AT THE SOUTHEAST CORNER OF THE PROJECT.
2. YARD AREAS AND BUILDING ROOF DRAINAGE WILL BE COLLECTED BY THE PROJECTS DRAINAGE SYSTEM BY A SECONDARY SERIES OF INLETS AND PIPING THAT ARE NOT SHOWN ON THIS EXHIBIT.
3. ON FINAL PLANS, THE FIRE PROTECTION, POTABLE WATER, AND WASTEWATER SYSTEMS WILL ALSO BE DESIGNED BELOW THE PARKING AREAS AND LOCATED TO MEET VERTICAL AND HORIZONTAL SEPARATION REQUIREMENTS.

NOTE:
STORM WATER SYSTEM AND FIRE LINES ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING THE CIVIL DESIGN PHASE.

DATE	REVISIONS
11.22.19	REVISED LAYOUT
1.30.20	REV PER CITY-CLIENT

MATHERS ENGINEERING CORPORATION
2431 SE DIXIE HIGHWAY
STUART, FL 34996
PHONE: (772) 267-6520
EB 0004466

HARBOR GROVE
CITY OF STUART, FLORIDA
CONCEPTUAL DRAINAGE & FIRE LINES

WILLIAM J. MATHERS, P.E.
LICENSE
PE 19658
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DRAWN D.H.A.
CHECKED W.J.M.
DATE NOVEMBER 2019
SCALE 1" = 60'
JOB NO. 3760-01
SHEET 1 OF 1 SHEETS

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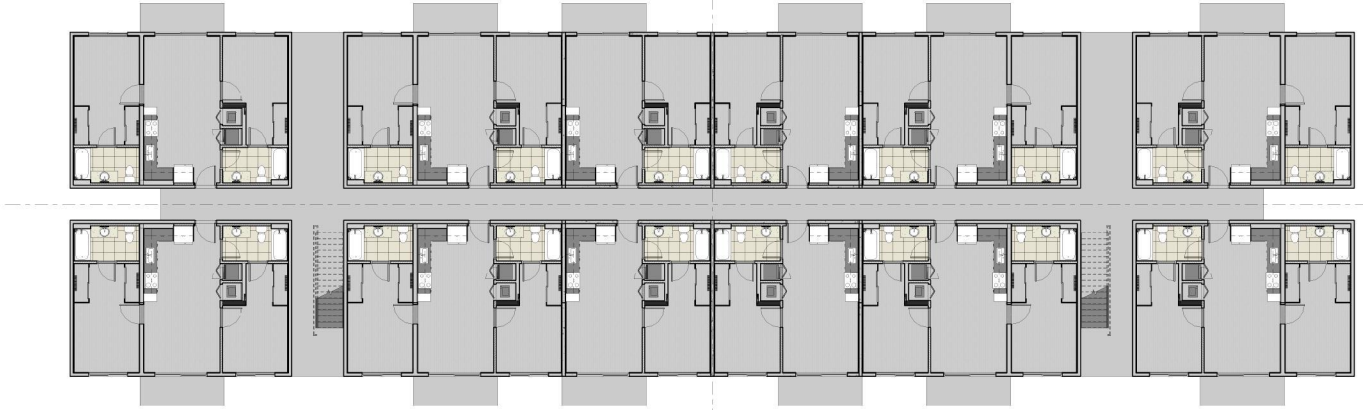


1 T.O. OF FINISH FLR.
1/8" = 1'-0"



2 EAST ELEVATION
3/32" = 1'-0"

3 NORTH ELEVATION
3/32" = 1'-0"



5 WEST ELEVATION
3/32" = 1'-0"

4 SOUTH ELEVATION
3/32" = 1'-0"

ahs RESIDENTIAL
DEVELOP • BUILD • MANAGE
12895 SW 132nd ST • 202
MIAMI, FLORIDA 33186 • (305) 256-1612

BELLÓN
12930 S.W. 125 STREET
SUITE 203
MIAMI, FLORIDA 33186
T. (305) 278-7776
F. (305) 278-7478
WWW.BELLONMIAMI.COM
AA-26002616
ARCHITECTURE
LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT

AHS AT HARBOR GROVE
A RENTAL COMMUNITY

MARK	DATE	DESCRIPTION

PROJECT No. Project Number
DRAWN BY: A.C
CHECKED BY: LB
DATE: 07/22/19

LEOPOLDO BELLON, AIA (AR-97387)

SHEET TITLE

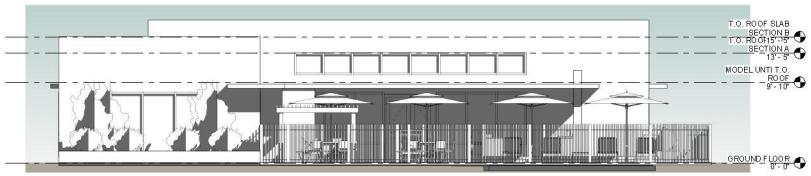
A101

SHEET OF

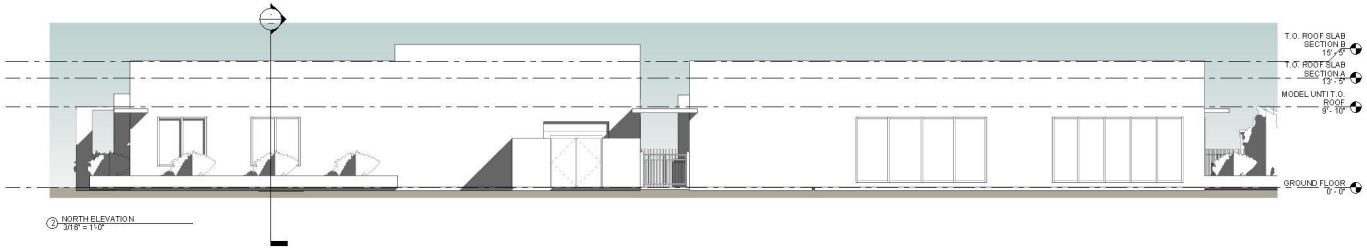
\\AHS-DNAP-1\Billion\AHS-PROJECTS\AHS-Construction Documents\AHS-PROJECTS\AHS-STUARTNEVI\AHS-HARBOR GROVE.rvt



1 EAST ELEVATION
3/16" = 1'-0"



4 WEST ELEVATION
3/16" = 1'-0"



2 NORTH ELEVATION
3/16" = 1'-0"



3 SOUTH ELEVATION
3/16" = 1'-0"

ahs RESIDENTIAL
DEVELOP • BUILD • MANAGE
12995 SW 132nd ST • 202
MIAMI, FLORIDA 33186 • T. (305) 275-7472

BELLÓN

12950 S.W. 128 STREET
SUITE 205
MIAMI, FLORIDA 33186
T. (305) 275-7776
F. (305) 275-7478
WWW.BELLONHEARNS.COM
AA-26002618
ARCHITECTURE
LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT

AHS-PROPOSED CLUB HOUSE
AHS
Enter address here

No.	DATE	DESCRIPTION

PROJECT No. Project Number
DRAWN BY: Author
CHECKED BY: Checker
DATE: 11/04/15

INDIGO BELLON, AIA (AA-26 ...)

ELEVATIONS

A102

SHEET OF

C:\Users\KLaserna\Documents\AHS-CLUB HOUSE REVISED_KLaserna.rvt

Luminaire Schedule					
Symbol	Qty	Label	LLF	Description	Lum. Lumens
	77	80 4	0.903	EVERFINE - KM2T-80W Type IV	9448
	54	SA4	0.903	EVERFINE - KM2T-150W Type IV	17520

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
BLDG 1 WALKWAY	Fc	5.31	14.4	0.7	7.59	20.57
BLDG 2 WALKWAY	Fc	5.76	14.1	0.6	9.60	23.50
BLDG 3 WALKWAY	Fc	6.52	14.2	0.6	10.87	23.67
BLDG 4 WALKWAY	Fc	5.68	16.4	0.5	11.36	32.80
BLDG 5 WALKWAY	Fc	6.26	15.0	0.7	8.94	21.43
BLDG 6 WALKWAY	Fc	6.52	14.2	0.6	10.87	23.67
BLDG 7 WALKWAY	Fc	6.77	14.6	0.7	9.67	20.86
BLDG 8 WALKWAY	Fc	5.72	13.7	0.7	8.17	19.57
BLDG 9 WALKWAY	Fc	6.42	14.1	0.6	10.70	23.50
CLUBHOUSE	Fc	5.01	14.1	0.7	7.16	20.14
ENTRY WALKWAY	Fc	5.97	8.5	1.7	3.51	5.00
NO BLDG 5 WALKWAY	Fc	3.52	6.1	1.1	3.20	5.55
PARKING LOT	Fc	3.47	12.5	0.6	5.78	20.83

CALCULATIONS AT GROUND

REFLECTANCES ARE .50

Rev. Date
02/07/2012

Rev. # | Description
R1 | .....
R2 | .....
R3 | .....
R4 | .....
R5 | .....

Disclaimer
The calculations we have made are based on subject specifications provided to us. Actual or measured values may differ from those we made due to differences in calculation methods, testing and environmental conditions. We do not guarantee that actual measurements will conform to our calculations. We are not responsible for the use or interpretation by others of the information, calculations, or recommendations we provide. We make no representations, promises or guarantees about the fitness of our lighting for your purposes, its energy efficiency, code compliance, or its merchantability. You agree to defend, indemnify and hold us harmless from any claims, damages, losses, causes of action, suits, proceedings, costs and expenses (including attorneys' fees) arising out of or relating to your use of our lighting, including any modifications you make to it or any of your designs that incorporate our lighting. Our liability will be limited to the amount you paid us for the lighting that is the subject of your claim. We are not responsible for consequential, incidental, indirect, special or punitive damages. You agree that you have no warranty rights unless you have a separate written warranty from us. You accept our products "as is" except for any separate written warranty we may have given you. You are responsible for the safety of the installation, maintenance and use of our lighting. We recommend you always use a professional electrician and follow all national and local electrical codes. You assume all risk and liability arising from your modifications to our lighting, its use in combination with other products or its integration into other systems. We do not warrant or guarantee that our lighting will operate with your power supply, dimming equipment, or other electrical infrastructure or components. If you are concerned about these matters, please do not purchase our lighting. Unless you have a separate written agreement with us stating otherwise, our lighting is not designed or intended for use in hazardous locations (UL844) and you must not use it there.

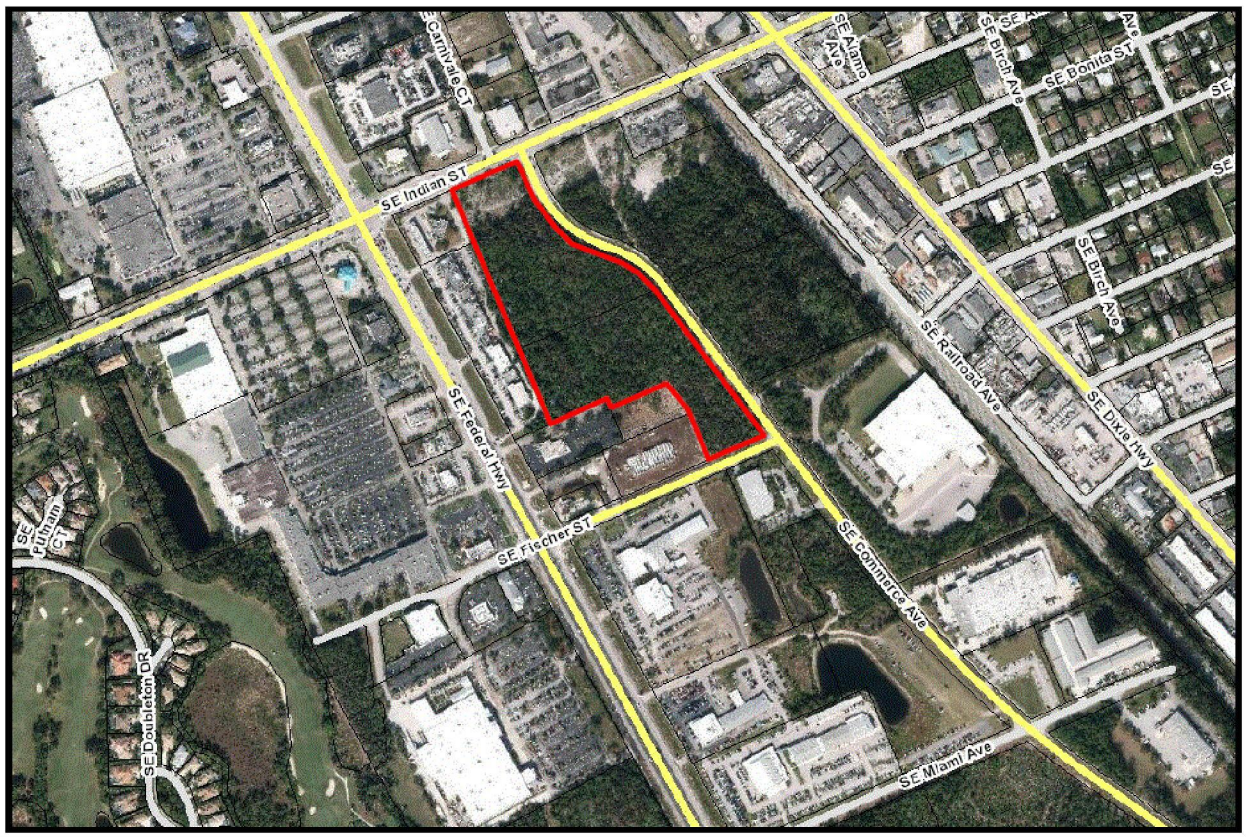
Project:
BANYON RIDGE
SITE PLAN
For:
Jeff Burnett
Supplied:
Komee Lighting, USA

KOMEE


U.S. HIGHWAY NO. 1
(200' RIGHT OF WAY)
S.E. FISHERMAN'S WHARF ROAD
(60' R/W) (CALOOSA PLAT NO. 16)
S.E. COMMERCE AVENUE
(60' R/W PER OR 1145 PG 1602)
RETENTION AREA
BIO-RETENTION AREA
CLUBHOUSE
POOL
Building 1
Building 2
Building 3
Building 4
Building 5
Building 6
Building 7
Building 8
Building 9
Building 10
Building 11
Building 12
Building 13
Building 14
Building 15
Building 16
Building 17
Building 18
Building 19
Building 20
Building

CITY OF STUART
City Commission
June 8, 2020

Project Name: Harbor Grove Apartments RPUD - FLU & Zoning change	**Property Owner:** Ted Glasrud Associates Fl, LLC
Project No.: Z19080005	**Applicant/Petitioner:** Doug Fitzwater, AHS Residential
Ordinance No: 2436-2020	**Agent/Representative:** Doug Fitzwater, Lucido and Associates
	Case Planner: Tom Reetz
Location: West of S.E. Commerce Ave.; south of S.E. Indian Street and north of S.E. Fischer Street.	



PROJECT SUMMARY		
Property Size (area)		13.93 Acres
Present Use		Undeveloped
Subject Property Land Use		Commercial
Adjacent FLU	*North*	Martin County – Industrial
	South	City of Stuart Commercial
	East	City of Stuart, Commercial
	West	City of Stuart Commercial & Martin County Industrial

Subject Property Zoning		CPUD
Adjacent Zoning	*North*	Martin County M-1 Industrial
	South	City of Stuart CPUD
	East	City of Stuart CPUD
	West	City of Stuart CPUD
Proposed Land Use Designation & Zoning District		Multi-family Density Residential (RPUD)
Proposed Zoning District		Residential Planned Unit Development RPUD
Proposed Use		324 Multi-family Apartments
City Approvals		Building Department – No comments at this time. Fire Department – See comments attached Public Works – See comments attached Police Department – No comments at this time
Brief Explanation		The intent of this application is to request a Large-scale future land use map (FLUM) amendment to the City's Comprehensive Plan Residential Planned Unit Development assigning a "Multi-Family Density Residential" land use, and a Zoning designation of (RPUD) on the City of Stuart Zoning Map. The subject property is 13.93 acres. The property is currently undeveloped. The intent of this project is to allow 324 attached multi-family apartment homes within 9 buildings to be developed on the site while enhancing on site stormwater systems.
Staff Recommendation: Staff recommends approval for the Future Land Use designation to Multi-Family Density Residential and zoning district designation to RPUD (Residential Planned Unit Development).		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The applications for the Future Land Use amendment to Multi-Family Density Residential, and zoning district designation to RPUD have been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Regulations.

B. Site Posting Date: 4.25-2020

C. Mail Notice Postmark: 4.25-2020 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. LARGE SCALE COMPREHENSIVE PLAN AMENDMENT AND ZONING MAP AMENDMENT ORDINANCE NO. 2436-2020

III. APPLICATION: Dated August 4, 2019

IV. HISTORY OF THE SITE

The 13.93 acre parcel was annexed into the city as part of a mass annexation effort in the Spring and Fall of 1997. The applicant is requesting to assign a RPUD zoning district to establish a new site plan and is requesting to assign a Future Land Use designation of Multi-Family Residential in order develop the property for 324 multi-family residential units.

V. STAFF ANALYSIS

A. Site and Area Characteristics

The subject property consists of two parcels totaling 13.93 acres in size, located West of S.E. Commerce Avenue, south of S.E. Indian Street and north of S.E. Fischer Street.

B. Project Description

A Master Site Plan has been laid out with 324 multi-family apartments within 9 three-story apartment buildings with retention ponds/bio-swales strategically placed to enhance the stormwater aspect of the project. The site includes a gated entry with generous landscaping that is the result of planting mitigation inches back onto the site.

C. Future Land Use Amendment and Comprehensive Plan Consistency Review

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

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

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

The existing land use pattern;
The existing land use pattern surrounding the project area consists of commercial properties along SE Federal Highway. And, to the north, south and west of the property there are existing businesses for potential employment, as well as the large business park to the south will provide job opportunities for the residents.

The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications;
No, the proposed residential community would not create an isolated land use classification. Although the residential community would be a separate land use to the surrounding commercial properties, the nearby businesses will provide grocery, dining and job opportunities for the residential project

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

No. The multifamily land use and the proposed project will rely on Martin County Utilities for services which have sufficient capacity to service the proposed project. The school capacity will be coordinated with the Martin County school board and concurrency will be reserved at the time of construction plan permitting for the AHS at Harbor Grove RPUD. The streets have adequate capacity.

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

The property will not connect to the City's sewage collection, treatment and disposal facilities. The property is within the Martin County Utilities service district.

The possible overloading of the City's drainage system;

All development on the site would be required to comply with applicable City of Stuart stormwater management requirements with review and permitting from the South Florida Water Management District.

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

There are no issues in this regard.

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

The City of Stuart has shown a trend toward development of residential uses and the need for housing to support the local workforce and young professionals.

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

The type and intensity of development that would be feasible on the subject property would not create an adverse impact to nearby neighborhoods.

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

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

The change in land use designation from commercial to residential would likely result in an increase in property values in the adjacent area by allowing for a local customer base for the surrounding commercial properties.

The existence of other adequate sites in the City for the proposed land use classifications already permitting such use.
There are few vacant properties in this area of Stuart with a land use of multifamily to provide town home units to existing and future residents.

D. Rezoning and Land Development Code Consistency Review

The application has been reviewed for consistency with the City's LDC. Approval of the rezoning to RPUD would allow for attached housing to be constructed at the site.

E. Technical Review by Other Agencies

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

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

VI. LOCAL PLANNING AGENCY BOARD RECOMMENDATION

The Local Planning Agency shall make an advisory recommendation to the City Commission as to the need and justification for the change and as to the relationship of the proposed change to the goals, objectives and policies of the Comprehensive Plan and of the Land Development Code. The Local Planning Agency shall include in its recommendation to the City Commission any information which it deems is relevant to issues relating to the proposed amendment.

VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the proposed future land use amendment to Multi-Family Density Residential and rezoning to RPUD is consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the requests.

Kimley»Horn

Memorandum

To: Tom Reetz, Senior Planner, City of Stuart
From: Tom Fucigna, Environmental Scientist
Date: Feb 27, 2020
Subject: AHS at Harbor Grove Land Use Amendment, Third Response

We have reviewed the additional application materials provided under a cover letter from Lucido & Associates dated Feb 5, 2020 for the referenced site and compared it to Kimley Horn's Second Response Memorandum dated December 19, 2019 and the requirements in Chapter V. Resource Protection Related to Development Standards. The following is a summary of our findings. The provided materials complete the requirements of Chapter V.

Section 5.02.00 **Environmental Assessment Report** – Complete. The applicant provided an updated Environmental Assessment Report (EA) prepared by EW Consultants, Inc. dated as revised January 2020. The revised EA includes reference to the U.S. Fish and Wildlife Service (USFWS) Endangered Species database and the Florida Department of Agriculture and Consumer Services list of state-designated plant species as having been reviewed. The revised EA includes a comprehensive description of observations conducted and likelihood of occurrence of listed wildlife and plant species.

The revised EA includes correspondence provided to the Florida Fish and Wildlife Conservation Commission and USFWS, documenting that a request for information was submitted to these agencies.

Section 5.03.00 **Wetlands** – Completed previously.

Section 5.04.00 **Environmentally Sensitive Lands** – Completed previously.

Section 5.05.00 **Tree location map and tree survey** - Completed previously.

Section 5.06.00 **Mangrove and Shoreline Protection** – Completed previously. N/A.

Section 5.07.00 **Floodplains and Flood Damage Prevention** – Completed previously.

Section 5.08.01 **Martin County Wellfield Protection Ordinance** – Complete. The applicant provided a letter dated December 13, 2019 and an attached map from Mathers Engineering Corporation, documenting that the project site is not in a wellfield protection zone.

Section 5.09.00 **Historic Preservation** – Complete. The applicant provided a Cultural Resource Assessment Survey report (CRAS) prepared by Environmental Services, Inc. and dated January 2020. The CRAS concluded that "no archaeological sites, isolated artifacts, or historic structure remains were

encountered within the project boundaries" and "recommended that the proposed project proceed without further concern for impacts to significant cultural resources."

Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Nicholas J. Mora, P.E.
Kimley-Horn and Associates, Inc.

Alexander R. Memering, E.I.T.
Kimley-Horn and Associates, Inc.

Date: December 18, 2019

Re: **AHS at Harbor Grove – City of Stuart, Florida**
2nd Review of Traffic Impact Analysis

Kimley-Horn has reviewed the Traffic Impact Analysis (revised September 30, 2019) prepared by O'Rourke Engineering & Planning related to the above-mentioned project. The subject project is located generally west of Commerce Avenue, south of Indian Street in the City of Stuart, Florida. The proposed development consists of 324 apartments and access to the project will be provided via a full access connection to Commerce Avenue and one full access connection on Fischer Avenue for emergency or limited access.

Based on the analysis provided, the project has the potential to generate 1,764 net new daily trips, 108 net new AM peak hour trips (28 in / 80 out), and 137 net new PM peak hour trips (84 in / 53 out).

The analysis demonstrates that adjacent impacted roadways have sufficient capacity available to support the proposed project trips and no ingress turn lanes are warranted. However, ingress turn lanes (southbound right-turn lane, southbound left-turn lane, and northbound left-turn lane) will be provided at the full access connection on Commerce Avenue based on the attached site plan. We have no further comments for the applicant at this time.

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

Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

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

Date: December 12, 2019

Re: AHS at **Harbor Grove – Stuart, Florida**
RPUD Amendment Application and Large Scale Land Use Amendment Review - Engineering

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Dear Mr. Reetz,

Kimley-Horn has reviewed the re-submittal of the RPUD Amendment Application and the Large Scale Land Use Amendment Application and associated documents, dated November 26, 2019, prepared by Lucido and Associates for the proposed AHS at Harbor Grove development in Stuart, Florida. Please find below our review comments pertaining to the following items listed within the application:

The applicant has addressed all prior Engineering comments. We noticed the site plan layout has changed slightly but have no further comments.

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

Sincerely,

Kimley-Horn and Associates, Inc.



Kevin M. Roberson, P.E.
Vice President

Residential PUD

Project:	Harbor Grove RPUD
Date	3.19.2020

Adjacent N	Martin County commercial and Residential
Adjacent S	Martin County - Trailer Park - Natille Estates
Adjacent E	City of Stuart CPUD
Adjacent W	Martin County - Preserve
Total Floor Space (sq.ft)	**87,749 sq. ft. 2.01 acres bldg footprint tot.**

LDR Reference	Land Development Regulations	RPUD REVIEW STATUS
2.07.00 D.1	Land Use Designation	COMPLY
2.07.00 D.2 a	Uses	COMPLY
2.07.00 D.2 b	Compatible Residential Uses	COMPLY
2.07.00 D.2 c	Commercial (<30%)	NOT APPLICABLE
2.07.00.D.2.d	Commercial Uses (<30%) vertical	NOT APPLICABLE
2.07.00.D.3	Density	EXCEPTION REQUESTED
2.07.03 D.4.b	Open Space (>30%)	COMPLY
2.07.03 D.4.c	FAR	COMPLY
2.07.03.D.4.d	Native Vegetaion (>25%)	COMPLY

AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT

2.04.03	Supplemental impervious surface	COMPLY
2.04.04	Supplemental setback requirements	COMPLY
2.04.05	Waterfront setbacks	NOT APPLICABLE
2.04.06	Certain street setbacks	COMPLY
2.04.07	Supplemental building height	COMPLY
2.06.00	Supplemental Use standards	NOT APPLICABLE

4.04.01	Traffic Concurrency	COMPLY
4.09.00	School Concurrency	TO BE REVIEWED

RESOURCE PROTECTION

5.02.00	Environmental Assessment	COMPLY
5.03.02	Wetland Protection	COMPLY
5.04.00	Evironmentally sensitive lands	COMPLY
5.04.03	Monitoring & Maintenance	REVIEWED AT SITE PLAN
5.05.01	Tree Survey	COMPLY
5.05.02	Tree removal	COMPLY

5.06.00	Mangrove & Shoreline	NOT APPLICABLE
5.07.00	Floodplain Management	COMPLY
Comp Plan	Comprehensive Plan	COMPLY

TRANSPORTATION

6.01.04	Sidewalks/bikeways	COMPLY
6.01.05	Bike Ped (LCD)	COMPLY
6.01.06	Access	COMPLY
6.01.07	Drive-through	NOT APPLICABLE
6.01.08	Vehicular Access	NOT APPLICABLE
6.01.09	Parking Code	EXCEPTION REQUESTED
6.01.18	Off-Street Loading	NOT APPLICABLE
6.01.19	PILOP	NOT APPLICABLE

STORMWATER

6.03.01	Generally	COMPLY
6.03.04	Management	COMPLY
6.03.08	Erosion	TO BE REVIEWED

LANDSCAPING

6.04.02	General Standards	COMPLY
6.04.02 A.1	Native Landscaping	COMPLY
6.06.02 A.2	Shade Trees Required	COMPLY
6.06.02 A.4	Banyan, Fiscus & Rubber Trees	NOT APPLICABLE
6.06.02 A.5	Proximity to power lines	COMPLY
6.06.02 A.6	Shrubs	COMPLY
6.06.02 A.7	Hedges	COMPLY
6.06.02 A.8	Vines	NOT APPLICABLE
6.06.02 A.9	Ground cover	COMPLY
6.06.02 A.10	Grass Area	COMPLY
6.06.02 B	Irrigation	REVIEWED AT SITE PLAN

LANDSCAPE DESIGN

6.04.03 A	Utility Lines (Existing and Proposed)	COMPLY
6.04.03 B.1	Landscaped Area >20%	COMPLY
6.04.03 B.2	Interior landscaping >50%	COMPLY
6.04.03 B.3	location of impervious	COMPLY
6.04.03 B.4	Mulch	COMPLY
6.04.03 B.5	Shoreline protection	NOT APPLICABLE
6.04.03 B.8	Visibility triangles	COMPLY

6.04.06	Land Use Transitions	EXCEPTION REQUESTED

LANDSCAPING - PARKING AREAS

6.04.07 A.1	Landscaped strip adjacent to street	COMPLY
6.04.07 A.2	Landscaped strip length linear feet	COMPLY
6.04.07 A.2a	Parking area adjacent to street	COMPLY
6.04.07 A.2b	Hedge/wall/berm on outside of strip	COMPLY
6.04.07 A.2c	Other Landscaping	COMPLY
6.06.07 A.2d	Grass	COMPLY
6.04.07 A.3	Shrubs/ground cover	COMPLY
6.04.07 B	parking screened from private propery	NOT APPLICABLE
6.04.07 B.1	Landscaped strip adjacent to private property	NOT APPLICABLE
6.04.07 B.2a	Parking area adjacent to private property	NOT APPLICABLE
6.04.07 B.2b	Hedge/wall/berm on outside of strip	NOT APPLICABLE
6.04.07 B.2c	Other Landscaping	NOT APPLICABLE
6.04.07 B.2d	Grass	NOT APPLICABLE
6.04.07 B.3	Shrubs/ground cover	NOT APPLICABLE
6.04.07 C.1	Parking Area (Major Dev't only)	COMPLY
6.04.07 C.2	Parking area rear and sides of building	COMPLY
6.04.07 C.3	Interior trees	COMPLY
6.04.07 C.4	Vechicle encroachment	COMPLY
6.04.07 C.5	Interior landscaped islands	COMPLY
6.04.07 C.6	Terminal landscaped islands	COMPLY
6.04.07 C.7	Interior landscaped medians	COMPLY
6.04.07 C.8	Interior shade trees	COMPLY
6.04.07 D	Visability triangles	REVIEWED AT SITE PLAN
6.04.08	Tree Requirements	COMPLY
6.04.10	Loading Storage	NOT APPLICABLE

COMMERCIAL DEVELOPMENT STANDARDS

6.05.02 B	Building Location	NOT APPLICABLE
6.05.02 C	Building Orientation	NOT APPLICABLE
6.05.02 D	Façade Design	NOT APPLICABLE
6.05.02 E	Massing	NOT APPLICABLE
6.05.02 F	Other Features	NOT APPLICABLE
6.05.02 G	Transitional Elevations	NOT APPLICABLE
6.05.03 B	Blank Wall Area	NOT APPLICABLE
6.05.03 C	Repeating Façade	NOT APPLICABLE
6.05.04	Additional Façade	NOT APPLICABLE

6.05.05	Roof Treatments	NOT APPLICABLE
6.05.06	Entryways and customer entrance	NOT APPLICABLE
6.05.07	Materials and Color	NOT APPLICABLE
6.06.00	Green Development	NOT APPLICABLE
6.07.00	Lighting	NOT APPLICABLE
6.08.00	Dumpster & Recycling	NOT APPLICABLE
6.09.05	Fences	NOT APPLICABLE
6.11.00	Signs	TO BE REVIEWED

HARBOR GROVE RPUD. COMPREHENSIVE PLAN REVIEW

FUTURE LAND USE ELEMENT

Objective A5. - Residential development.

Ensure land use compatibility by grouping complementary land use activities, including mixed-use land use developments in appropriate areas of the City. Work with the developers to integrate vehicular and pedestrian circulation systems, bike paths, parking, building location, and architectural design into a cohesive development.

Policy A5.1. The Future Land Use Element of the City's adopted Comprehensive Plan shall provide land for future residential use to promote a more compact development pattern. This shall include sufficient land suitable for the public utility facilities needed to support the projected level and pattern of development.

The proposed project is compact in form by being clustered on a site that was part of a previous planning agreement which consolidated the required native upland preservation areas in order to increase ecological functions as a basis to aggregate conservation areas in higher quality existing habitat and concurrently free up areas of lower ecological quality. There are sufficient public utilities in place to support this pattern of development and the associated impacts of the development.

Policy A5.2. Development on all vacant, un-platted areas designated as residential should be compatible with any surrounding existing homes.

There are no existing surrounding homes, although recent development approvals are proposing apartment buildings to the south. Overall, this proposal is considered to be compatible with the adjacent uses.

Policy A5.3. Wherever possible, medium density residential and recreation/open space areas should serve as buffers between higher and lower intensity residential uses to achieve an orderly land use transition.

The proposed project is of similar density (22du/ac) to recently approved project to the south.

Policy A5.5. The City shall market itself as a community for families.

The development forms part of an inventory that widens housing options for existing and new residents of the City.

Policy A5.6. The City shall maintain a height limitation of the greater of 45 feet or four stories of occupiable space for all buildings. The City shall require landscaping of all new

development and redevelopment to promote an aesthetic streetscape. The City shall require landscape buffers between single family residential and non-residential uses.

The proposal complies with the height limitation and incorporates substantial landscaping fronting the streetscape.

GOAL STATEMENT B

Minimize costs to current residents of growth, new development, and redevelopment, and encourage future land uses that maintain or enhance economical and efficient delivery of government utilities and services.

Objective 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.

The proposal is considered to be a good example of a compact urban form of residential infill.

Objective B3. - Desirable pattern of land uses.

Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.

The proposal is considered to be a good use of vacant and underutilized land within the community characteristics of the City. The proposed development pattern set in part by previous development approvals avoids the inappropriate or wasteful use of land; and sets out an efficient use of land, resources and facilities.

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

The proposed development, by reason of proposed use, density and buffers, is considered to be compatible with and complementary to surrounding activities.

Policy B1.4. Annexation and redevelopment strategies for infill development and redevelopment should be formulated to produce a future viable economy for the City.

The proposed development site is an infill development which adds to the local economy through the increased demand for commercial, entertainment and retail services/products by new residential occupiers. The housing units will increase the spectrum and variety of residential accommodation in the City, therefore adding to a balanced housing supply.

MINUTES
LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD MAY 21, 2020 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994

LOCAL PLANNING AGENCY

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

ADMINISTRATIVE

Development Director – Kev Freeman
Board Secretary – Jordan Pinkston

DRAFT

CALL TO ORDER

ROLL CALL
Present (Physically): Michael Herbach, Li Roberts, Ryan Strom
Present (Remotely): Cristina de la Vega, Larry Massing, Campbell Rich
Absent: Bill Mathers

APPROVAL OF MINUTES
Motion: Action: Approve.
Moved by: Michael Herbach
Seconded by: Roberts
Motion passed unanimously.

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

COMMENTS FROM THE BOARD MEMBERS:

Michael Herbach said that we need to work on the parking ordinance and updating the bylaws.

David Dyess said that the commission will be approving bylaws next month and they will come before the board after that.

ACTION ITEMS: None.

ORDINANCES:

1. STUART OCEAN RPUD - FIRST READING (QUASI-JUDICIAL)(RC):ORDINANCE No. 2435-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OFSTUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TORESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP;FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATEDON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTYAND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED INEXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OFEIGHTY (80) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLANTO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TOTHE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDINGFOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Tom Reetz, Senior Planner 5:40PM
Kev Freeman, Development Director
Bob Raynes, Gunster Law Firm
Michael Houston, HJA Design Studio

BOARD COMMENT:

5:40PM Mike Mortell swore in attendees giving testimony.

Bob Raynes handed out proposed revisions to the ordinances.

Li Roberts asked about the entrance drawings. She suggested correcting the site plan drawings before going to City Commission.

Bob Raynes confirmed that it is the entrance on the regular site plan.

The applicant confirmed they will clarify the drawings before Commission.

Li Roberts questioned fencing regulations and responsibility for the community to make it more esthetically pleasing.

Amiee Carlson explained fencing expenses and landscaping regulations.

Li Roberts asked if the developer would be inclined to installing a fence on east ocean.

Amiee Carlson said that they do not feel like it is necessary at this time.

Li Roberts asked about removing on-street parking language and making crosswalks the same material as sidewalks. She said that she was concerned about parking at the mail kiosk and suggested an alternate parking plan.

Amiee Carlson said that there has been a lot of thought that has gone into this plan and it is a tight

Li Roberts said that she will not support the project if the mail kiosk parking is not addressed.

Michael Herbach asked if there can be a restriction in place making parking garages required for parking vehicles only. He asked about a covered bus stop.

Cristina de le Vega said that she was concerned about the opposition from Kingswood residents. She said that residents should be able to park wherever they want.

Campbell Rich asked about the land use classification they are applying for.

Tom Reetz explained why they needed to apply for an RPUD versus straight zoning. He confirmed where the buffer is located.

Larry Massing asked how the site plan would be different if it was straight zoning, and clarified it was the west buffer due to the retirement home.

Ryan Strom explained why they were confused about the parking data. He asked about trash pickup, the existing six-foot wood fence on the western buffer.

Michael Houston said they will likely end up putting a new fence.

Ryan Strom discussed the different access points and traffic.

Bob Raynes said that is being worked on and addressed.

DRAFT

Ryan Strom said that the wetland retention area is a benefit to the site. He is concerned about the mail kiosk, parking and student calculation expected to live there. He said that he appreciates all of the public meetings and shared his opinion on the resident letters the board received. He used some of the letters to ask for clarification on the resident's questions.

Campbell Rich said that he felt the board received a petition from 217 residents, not 217 individual letters. He asked…

Mike Mortell said that they didn't share an entrance.

Bob Raynes explained the history of the property.

Campbell Rich asked for details about the trail.

Michael Houston said it is a natural pine straw and mulch trail that is about 400 feet.

Cristina de la Vega said that she thinks the trail is very nice and would not want to block it with a fence. She asked about the location of the pool.

Amiee Carlson explained the location of the pools.

Ryan Strom received clarification from Mike Mortell about public comment procedures.

PUBLIC COMMENT:

1. Jack Rayno ( ) – said they will now be working with the applicant on the project and revoked their intervenor

2. Jane Cornett ( ) – attorney representing Kingswood 3. She said they have reached an agreement with Pulte that is beneficial for both parties and their board approved it yesterday morning. She listed what their agreement covers and recommended the board approve the project.

3. Laura Jobe ( ) – wanted to mention that an easement listed does not include all of the buildings in Kingswood 2. Concerned about location of mail kiosk.

4. Katie Gibbs (Kingswood Building 16) – She suggested moving…. She is concerned about the estimation of students expected to live in the community.

BOARD COMMENT:

Brief discussion occurred informing the board that the intervenor reached an agreement with Pulte Group that they believe will benefit both parties.

Li Roberts asked about parking spots next to Kingswood 3 being a possible site for the mail kiosk.

DRAFT

Michael Houston explained on the map why the kiosk is in a good spot.

The board continued discussion about the proposed motion.

MOTION: Approval with the following conditions:
1. Correct front elevation plans that show the grass between the sidewalk and road
2. Add a condition that applicant will take care of the fence on the west side of the property
3. Stripe traffic crossroads
4. Correct narrative on page 53 and 56
5. Move the mail kiosk to another location on the property and potentially eliminate the six parking spaces upon applicant discretion.

Action: Approve.
Moved by: Li Roberts
Second by: Campbell Rich
Motion failed with Li Roberts approving.

AMENDED MOTION: Approval with the following conditions:
1. Correct front elevation plans that show the grass between the sidewalk and road
2. Add a condition that they applicant will take care of fence on the west side of the property
3. Stripe traffic crossroads
4. Correct narrative on page 53 and 56

Action: Approve.
Moved by: Michael Herbach
Second by: Larry Massing
Motion passed with Li Roberts opposing.

2. HARBOR GROVE APARTMENTS RPUD - FLUM AND RE-ZONING (QUASI-JUDICIAL)(RC):ORDINANCE No: 2436-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OFSTUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'SCOMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM"COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR TWO PARCELS EQUALING 13.93ACRES, OWNED BY TED GLASRUD ASSOCIATES, FL, LLC, LOCATED ON THE WEST SIDE OFS.E. COMMERCE AVENUE, SOUTH OF S.E. INDIAN STREET, AND NORTH OF S.E. FISCHERSTREET WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ANDFURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE AHS ATHARBOR GROVE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OFTHREE HUNDRED TWENTY FOUR (324) MULTI-

DRAFT

FAMILY UNITS WITHIN NINE (9) INDIVIDUALTHREE-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN;PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT;DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN;PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALLORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR ANEFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATIONS: Tom Reetz, Senior Planner 7:38PM
Doug Fitwater, Lucido & Associates
Juan Hernandez, AHS?

BOARD COMMENT:

Li Roberts asked for clarification about a generator, wifi, fees for recreational activities, price range, center hallway between all buildings, sidewalk location, homeless population on the property, additional parking option.

The applicant clarified all questions.

Li Roberts asked to see additional photos. She said that she was concerned about language regarding rental rates and the calculation.

Juan Hernandez explained the rates that they are looking to charge per bedroom in the current market.

Discussion regarding the market and rate calculations occurred.

Li Roberts asked about interior crosswalks.

Doug Fitzwater said that they are using pervious concrete and will stripe it to indicate that it is a crosswalk.

Li Roberts asked about parking and gave possible calculations for additional parking spaces. She clarified the density with the new calculation.

Juan Hernandez explained their parking calculation and told the board that there is assigned parking.

Discussion occurred regarding parking concerns and possible options.

Michael Herbach discussed adding in green/electrical vehicle parking spaces to the project.

Juan Hernandez said that they will look into adding it into the project. He said that they would most likely assign a resident who has an electric vehicle.

DRAFT

Discussion occurred that there is no ordinance requiring electrical charging stations being implemented into projects, but it can be brought up for discussion.

Cristina de la Vega asked about the current density for the site. She asked about other project sites and their densities.

Kev Freeman spoke about the recent density analysis that the City has done.

Cristina de la Vega said that she was concerned about Indian Street and Commerce intersection.

Discussion occurred about the traffic in the area.

Campbell Rich asked the applicant about their past projects and clarification what the city gets from this project.

Juan Hernandez explained past projects and how there is a need for workforce housing in the area.

Campbell Rich asked to see rental rates for other properties they own.

Juan Hernandez said that he is offering value and would be happy to provide the board with numbers.

Campbell Rich asked about solar panels.

Juan Hernandez said that those are not financially feasible right now.

Discussion about sewer occurred.

Ryan Strom said that this project is positioned strategically for workforce housing and he thinks this is a good project to see the impact.

PUBLIC COMMENTS: None.

MOTION: Approve with the following condition:

1. Addition of school bus bench
2. Striping of eight interior crosswalks
3. Page 211 language needs to be updated
4. Infrastructure to support four level 2 charging stations
5. Fix condition number 3 language to reflect 120% max for 10 years

Moved by: Li Roberts
Second by: Michael Herbach
Motion passed with Campbell Rich opposing.

DRAFT

BOARD COMMENT: None.

STAFF UPDATE: None.

ADJOURNMENT:
Motion: Action: Adjourn.
Moved by: Michael Herbach
Seconded by: Larry Massing

_____ _____

Ryan Strom, Chair Jordan Pinkston, Board Secretary

DRAFT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Stephen Mayer

Title of Item:

ABANDONMENT OF RIGHT-OF-WAY AT OSCEOLA STREET (RC):

ORDINANCE No. 2431-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF KRUEGER PARK, AS RECORDED IN PLAT BOOK 1, PAGE 25, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant, Richard Baron, owner of real property at 181 SE Monterey Avenue, has requested the abandonment of a 50-foot unutilized portion of Osceola Street public Right-of-Way. The 50-foot right of way is located north of 181 SE Monterey Avenue, east of Monterey Road and between PCN# 02-38-41-001-003-00150-1 and 03-38-41-006-006-00010-7.

The City's Public Works Department has determined that the use of the Right of Way is no longer in the public's best interest and does not object to the abandonment of the City's interest to the entire width of the right of way. A revised fair market appraisal of the real property has determined that the market value of the property is $16,000 to the applicant. This is only for the southern 25' of the right of way, which would revert to Richard Baron. The northern 25' of the right of way will revert to Snug Harbor.

As provided in Section 36-2 of the City's Code of Ordinances, staff recommends payment by the applicant of a privilege fee in the amount of 100% of the market value, or $16,000, prior to the abandonment of the City's interest.

The procedure for abandonment of City owned Right-Of-Way is set out in Section 36-3 of The City's Code of Ordinances which requires the city commission to first pass a resolution declaring intent to abandon right-of-way.

The vacation or change of any street, alley, road or public way shall be accomplished by Ordinance. The city commission, in vacating any street or part of a street or changing the name of any street, may include in one ordinance the changes of name or vacation or narrowing of more than one street, avenue or alley, but before vacating any street or part thereof, or narrowing any street, avenue or alley. At its meeting of March 9th 2020, the City commission voted to pass Resolution 16-2020 declaring its intention to abandon the subject ROW. During the initial meeting, it was determined that Snug Harbor wrote a letter to the City declining the offer to receive 1/2 of the property. It was later stated by a Snug Harbor resident that the vote was related to the payment of the privilege fee and if there was no privilege fee the outcome might be different. As a result, the Commission asked Snug Harbor to determine if it would accept the property if there was no privilege fee.

Before this second reading occurs, the applicant provided staff with a revised property appraisal, showing each portion's revised assessment with the value added to the adjoining real property of the petitioner by the resulting addition of the interest abandoned by the city. This appraisal is attached to the agenda.

Funding Source:

N/A

Recommended Action:

Move to approve Ordinance No 2431-2020, declaration the abandonment certain Right-of-Way within the City's limits and acceptance of a privilege fee of $16,000.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ord 2431-2020 Osceola St ROW	5/29/2020	Ordinance add to Y drive
🗋	Revised Land Appraisal Report	6/3/2020	Exhibit
🗋	Sketch of Right of Way	2/27/2020	Exhibit
🗋	Original Land Appraisal Report	4/20/2020	Attachment
🗋	Krueger Park Plat	2/27/2020	Attachment

BEFORE THE CITY COMMISSION CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2431-2020

A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF KRUEGER PARK, AS RECORDED IN PLAT BOOK 1, PAGE 25, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, Richard Baron (The "Applicant") have filed a petition for abandonment relating to the public right-of-way described below that conforms to the requirements of Section 36 of the Code of Ordinances of the City of Stuart, Florida; and

WHEREAS, at the public hearing to consider the requested abandonment the City Commission has determined that it is the best public interest that the said right-of-way be abandoned as said right-of-way is needed for continuity of existing parcels; and

WHEREAS, Daniel Fuller (License #: RZ567) conducted a fair market appraisal of said

property on April 23, 2020, and determined that the market value of the real property is SIXTEEN THOUSAND DOLLARS ($16,000).

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ordains, as follows:

SECTION 1: That any interest vested with the City of Stuart in that certain 50-foot right-of-way, as set forth as a portion of Osceola Street, running east to west, abutting Lot 1 of Block 6, according the Plat of KREUGER PARK, as recorded in Plat Book 1, Page 25, Palm Beach (Now Martin) County, Florida Public Records running east to west through the Property described in **Exhibit "A"** attached hereto and depicted in **Exhibit "B"** attached hereto is hereby abandoned.

SECTION 2: A location map depicting the subject area is hereby attached as **Exhibit "C."**

SECTION 3: The Applicants agree to pay the privilege fee in the amount of **SIXTEEN THOUSAND DOLLARS ($16,000)** to be received and deposited into the city's property management fund within 90 days of approval, otherwise this Ordinance shall become null and void.

SECTION 4: Conflicts. All ordinances or parts of ordinances in conflict herewith shall be repealed.

SECTION 5: 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 6: Effective Date: This Ordinance shall become effective immediately upon adoption.

Passed on first reading the __ day of _____, 2020.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

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

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

WITNESSES:

_____

Print Name: _____

Richard Baron, Owner

By: _____

_____

Print Name: _____

PETITIONER'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2020, by Richard Baron.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____day of _____, 2020, by Michael J. Meier, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

LEGAL DESCRIPTION

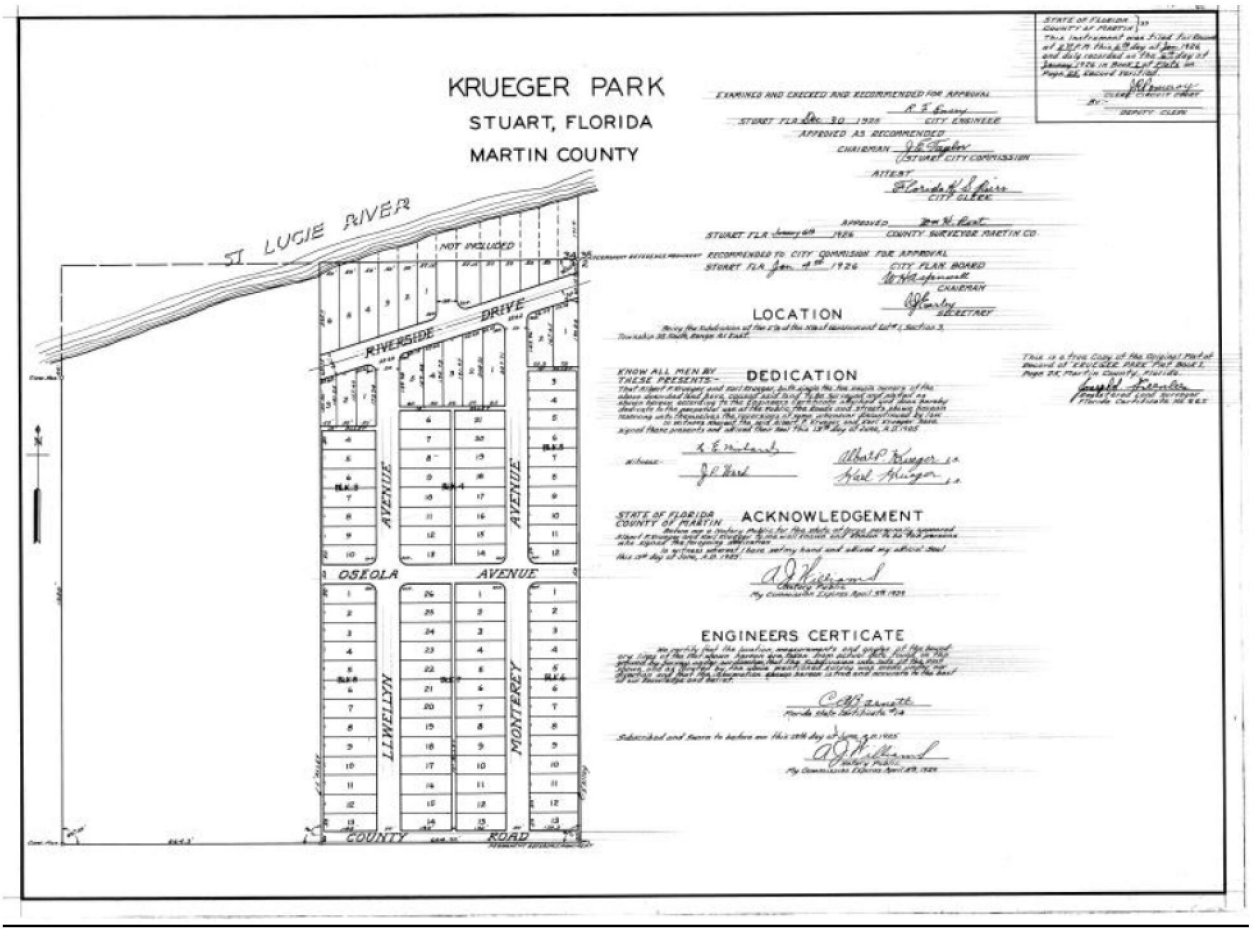

EXHIBIT "B"

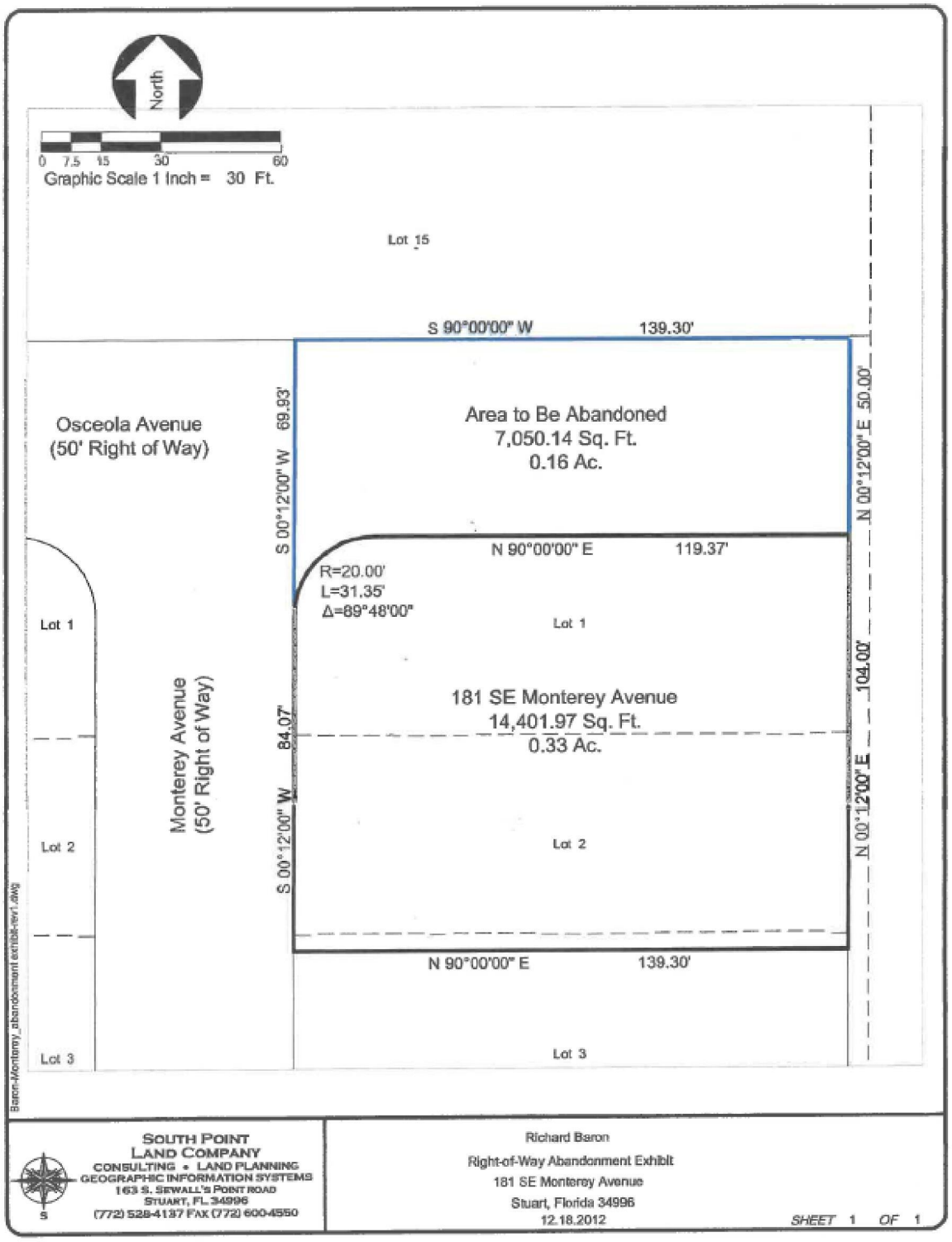
North
0 7.5 15 30 60
Graphic Scale 1 Inch = 30 Ft.
Lot 15
S 90°00'00" W 139.30'
Osceola Avenue
(50' Right of Way)
S 00°12'00" W 69.93'
Area to Be Abandoned
7,050.14 Sq. Ft.
0.16 Ac.
N 00°12'00" E 50.00'
N 90°00'00" E 119.37'
R=20.00'
L=31.35'
Δ=89°48'00"
Lot 1
Lot 1
181 SE Monterey Avenue
14,401.97 Sq. Ft.
0.33 Ac.
Monterey Avenue
(50' Right of Way)
S 00°12'00" W 84.07'
N 00°12'00" E 104.00'
Lot 2
Lot 2
N 90°00'00" E 139.30'
Lot 3
Lot 3
Baron-Monterey_abandonment exhibit-rev1.dwg
SOUTH POINT
LAND COMPANY
CONSULTING • LAND PLANNING
GEOGRAPHIC INFORMATION SYSTEMS
163 S. SEWALL'S POINT ROAD
STUART, FL 34996
(772) 528-4137 FAX (772) 600-4550
Richard Baron
Right-of-Way Abandonment Exhibit
181 SE Monterey Avenue
Stuart, Florida 34996
12.18.2012
SHEET 1 OF 1

EXHIBIT "C"


Area of abandonment
SE Sailfish Dr
SE Osceola St
SE Monterey Ave
SE St Lucie Blvd
SE Wells Dr
North
Baron / Osceola Street Abandonment
City of Stuart, Florida
Conceptual Design Group, Inc.

APPRAISAL OF REAL PROPERTY

LOCATED AT
SE Osceola Avenue
Stuart, FL 34996

FOR
Richard L and Lisa V Baron
25 Fieldway Drive
Stuart FL 34996

AS OF
April 23, 2020

BY
Daniel D. Fuller, MAI, SRA
State Certified Real Estate Appraiser RZ567
Fuller-Armfield-Wagner Appraisal & Research Inc.
426 Avenue "A"
Fort Pierce FL 34950

LAND APPRAISAL REPORT

File No.: 20130 - Baron

SUBJECT

Property Address: SE Osceola Avenue | City: Stuart | State: FL | Zip Code: 34996
County: Martin | Legal Description: Unopened south 25 ft. wide street R/W including east 5 ft. alley laying north of Lot 1, Blk 6 Krueger Park.
Assessor's Parcel #: None - public R/W | Tax Year: n/a | R.E. Taxes: $ n/a | Special Assessments: $ n/a
Market Area Name: St Lucie Blvd neighborhood-east of Stuart CBD | Map Reference: 38940 | Census Tract: 0009.02
Current Owner of Record: City of Stuart | Borrower (if applicable): n/a
Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☒ Other (describe) Platted S/D's | HOA: $ 0 ☐ per year ☐ per month
Are there any existing improvements to the property? ☒ No ☐ Yes | If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☒ Vacant ☐ Not habitable
If Yes, give a brief description:

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)
This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use: Negotiate purchase.
Intended User(s) (by name or type): Client: Richard L. and Lisa V. Baron and Stuart City Commission and/or the City representatives.
Client: Richard L and Lisa V. Baron | Address: 25 Fieldway Drive, Stuart FL 34996
Appraiser: Daniel D. Fuller, MAI, SRA | Address: Fuller-Armfield-Wagner Appr & Rsch, 426 Avenue A, Ft Pierce, FL 34950

MARKET AREA DESCRIPTION

Characteristics				Predominant Occupancy		One-Unit Housing			Present Land Use		Change in Land Use
Location:	☐ Urban	☒ Suburban	☐ Rural			PRICE		AGE	One-Unit	80 %	☒ Not Likely
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%	☒ Owner	95	$(000)		(yrs)	2-4 Unit	5 %	☐ Likely * ☐ In Process *
Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☒ Tenant	5	250	Low	75	Multi-Unit	5 %	* To:
Property values:	☐ Increasing	☒ Stable	☐ Declining	☐ Vacant (0-5%)		3.5	High	new	Comm'l	10 %	
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply	☐ Vacant (>5%)		450	Pred	30		%	
Marketing time:	☐ Under 3 Mos.	☒ 3-6 Mos.	☐ Over 6 Mos.							%	

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☒	☐	☐	☐	☐	Adequacy of Utilities	☒	☐	☐	☐	☐
Convenience to Employment	☒	☐	☐	☐	☐	Property Compatibility	☒	☐	☐	☐	☐
Convenience to Shopping	☒	☐	☐	☐	☐	Protection from Detrimental Conditions	☒	☐	☐	☐	☐
Convenience to Schools	☒	☐	☐	☐	☐	Police and Fire Protection	☒	☐	☐	☐	☐
Adequacy of Public Transportation	☒	☐	☐	☐	☐	General Appearance of Properties	☒	☐	☐	☐	☐
Recreational Facilities	☒	☐	☐	☐	☐	Appeal to Market	☒	☐	☐	☐	☐

Market Area Comments: Development of established mixed residential properties bordered by the St Lucie River to the north, single family residential to the east fronting St Lucie River; East Ocean Blvd to south and the Stuart central business district to the west. Commercial uses are concentrated along East Ocean Blvd. and in the CBD. Single family residential units range in age from new to 75+ years - larger homes and condominiums front the St. Lucie River, with interior homes smaller. Some refurbishment of the older homes has occurred with some also converted to commercial uses i.e. offices. Little vacant land remains, thus limited new residential development has occurred. Single family value levels range from modest to high, with the highest values observed along the waterfront lots. Multi-family uses include miscellaneous apartment buildings, but mostly consist of condominium projects developed primarily in the 1980's.The overall neighborhood has considerable appeal due to its close location to the CBD and close proximity to the SL River, Indian River, and the barrier island with Atlantic Ocean beaches. With the positive neighborhood characteristics and overall popularity of Martin County, long term, values should be supported in the neighborhood, baring any drastic economic declines.

SITE DESCRIPTION

Dimensions: 25 ft x 144.3 ft | Site Area: 3,608 sf
Zoning Classification: R-A1/Single Family-General / Low Density Residential | Description: Low density residential
Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements
Uses allowed under current zoning: Low density residential
Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown | Have the documents been reviewed? ☐ Yes ☐ No | Ground Rent (if applicable) $ ____ / ____
Comments:
Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) Assemble with adjacent private ownerships.
Actual Use as of Effective Date: Vacant - unopened street R/W | Use as appraised in this report: Vacant
Summary of Highest & Best Use: Subject consists of unopened street R/W - Highest and Best Use is assemblage with adjacent buildable site.

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private		
Electricity	☐	☒	FPL	Street	Paved	☒	☐	Frontage	Public street
Gas	☐	☐		Width				Topography	Level
Water	☒	☐	City of Stuart	Surface	Asphalt			Size	Small
Sanitary Sewer	☒	☐	City of Stuart	Curb/Gutter	n/a	☐	☐	Shape	Rectangle
Storm Sewer	☐	☐		Sidewalk	n/a	☐	☐	Drainage	Percolation
Telephone	☐	☐		Street Lights	n/a	☐	☐	View	Residential
Multimedia	☐	☐		Alley	n/a	☐	☐		

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 12085C0153H | FEMA Map Date 02/19/2020
Site Comments: Subject consists of south 1/2 of unopened street R/W created by the plat of Krueger Park S/D. Subject is 25 ft. x 144.3 ft. Client's property is within Krueger Park S/D adjacent to and south of subject. There appears to be a utility easement covering the east 5 feet of the subject, improved with overhead power lines.

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LAND APPRAISAL REPORT

File No.: 20130 - Baron

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Public Records

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing:
Date:	
Price:	
Source(s):	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	SE Osceola Ave Stuart, FL 34996	SEE ATTACHED ADDENDUM		SEE ATTACHED ADDENDUM		SEE ATTACHED ADDENDUM	
Proximity to Subject							
Sale Price	$		$		$		$
Price/	$	$		$		$	
Data Source(s) Verification Source(s)							
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions							
Date of Sale/Time							
Rights Appraised	Fee Simple						
Location							
Site Area	3,608						
Net Adjustment (Total, in $)		☐ + ☐ − $		☐ + ☐ − $		☐ + ☐ − $	
Adjusted Sale Price (in $)		Net % Gross % $		Net % Gross % $		Net % Gross % $	

Summary of Sales Comparison Approach: SEE ATTACHED ADDENDUM FOR VALUATION ANALYSIS.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project: N/A

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $

Final Reconciliation: SEE ATTACHED ADDENDUM.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

Additionally, per City Ordinance Sec. 36-2, 2- Privilege fee for abandoning public property, paragraph (b): the "value added" to the petitioner's adjoining property is: $16,000.

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 16,000 , as of: April 23, 2020 , which is the effective date of this appraisal.
If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 15 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☒ Scope of Work

☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☐ Flood Addendum ☐ Additional Sales
☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐

SIGNATURES

Client Contact: Richard L Baron — Client Name: Richard L and Lisa V. Baron
E-Mail: ribaron@comcast.net — Address: 25 Fieldway Drive, Stuart FL 34996

APPRAISER

Appraiser Name: Daniel D. Fuller, MAI, SRA
Company: Fuller-Armfield-Wagner Appraisal & Research Inc
Phone: 772-468-0787 Fax: 772-468-1103
E-Mail: dan_faw@bellsouth.net
Date of Report (Signature): 05/04/2020
License or Certification #: St Certified General Appraiser> State: FL
Designation: MAI, SRA Estate Appraiser RZ567
Expiration Date of License or Certification: 11/30/2020
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)
Date of Inspection: April 23, 2020

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:
Company:
Phone: Fax:
E-Mail:
Date of Report (Signature):
License or Certification #: State:
Designation:
Expiration Date of License or Certification:
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection:

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Subject and Sales Location Map

Borrower	n/a				
Property Address	SE Osceola Avenue				
City	Stuart	County	Martin	State FL	Zip Code 34996
Lender/Client	Richard L and Lisa V Baron				



SCOPE OF WORK

Mr. Richard Baron engaged my services to provide an opinion of the Market Value of the Fee Simple Interest in the real estate that is the subject of this appraisal, with the appraisal date of March 23, 2020, my date of inspection. To form an opinion the following Scope of Work is required.

MARKET VALUE Defined
per Florida case law (State Road Department v. Stack, 231 So. 2d 859 FL 1st DCA 1969) defined as:
The amount of money that a purchaser willing but not obligated to buy the property would pay an owner willing but not obligated to sell, taking into consideration all uses to which the property is adapted and might be applied in reason. Inherent in the willing buyer-willing seller test of the fair market value are the following:

- A fair sale resulting from fair negotiations.
- Neither party is acting under compulsion of necessity (this eliminates forced liquidation or sale at auction). Economic pressure may be enough to preclude a sale's use.
- Both parties having knowledge of all relevant facts.
- A sale without peculiar or special circumstances.
- A reasonable time to find a buyer.

FEE SIMPLE ESTATE – *Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 6th ed.*
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

The subject consists of a portion unopened SE Osceola Avenue street right of way, 25 feet x 144.5 feet, 3,608 square feet in area, east of SE Monterey Avenue within the city of Stuart, Martin County, Florida.

The property type requires valuation via the Sales Comparison Approach however the property does not meet zoning criteria for an independently developable site, plus research did not locate arm's length sales of similar unopened right of ways. Therefore, analysis requires valuation via Across the Fence Method, defined as follows:

ACROSS THE FENCE METHOD – *Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 5th ed.* A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land.

As defined, the Across the Fence Method requires valuation of adjacent properties with analysis determining an applicable unit of comparison, i.e. sales price per front feet or per square feet, and then the value indication is utilized to form an opinion of the subject's value.

Employing the Across the Fence valuation method required research using public records, commercial data services, multiple listing services (MLS), and interviews with buyers, sellers, brokers, investors, developers, et cetera for properties like the adjacent lots. Research was restricted to the subject's neighborhood as adequate data was available within the neighborhood to form an opinion of value.

Data gathered was ideally verified with a knowledgeable participant of a transaction, followed by analysis of the data to interpret market trends. The analyzed data was then applied to the subject for an indication value.

See further analysis within the Sales Comparison Approach later in this section.

EXPOSURE

Exposure time: - *Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 5th ed.*
1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

The properties analyzed experienced exposure periods from one month to twelve months. Therefore, in my opinion, with a listing price within a reasonably close range of my opinion of market value, the market exposure period for an adjacent developable site prior to the date of appraisal would have been no greater than twelve months.

History of Subject's Ownership
The subject has no sales history.

Properties adjacent to the subject have not experienced arm's length sales transactions within the past three years.

The subject is not formally listed for sale or under a sale/purchase contract.

MARKET VALUE - Market Value, per Florida case law (State Road Department v. Stack, 231 So. 2d 859 FL 1st DCA 1969) defined as:

The amount of money that a purchaser willing but not obligated to buy the property would pay an owner willing but not obligated to sell, taking into consideration all uses to which the property is adapted and might be applied in reason. Inherent in the willing buyer-willing seller test of the fair market value are the following:

- A fair sale resulting from fair negotiations.
- Neither party is acting under compulsion of necessity (this eliminates forced liquidation or sale at auction). Economic pressure may be enough to preclude a sale's use.
- Both parties having knowledge of all relevant facts.
- A sale without peculiar or special circumstances.
- A reasonable time to find a buyer.

Valuation -

Adjacent Properties
South of the subject there is a residential improved site, 0.33 acres in area (14,487 square feet) with some 104 feet of frontage on SE Monterey Avenue and some 144.5 of depth, including the rear 5 feet platted alley. The ownership consists of two platted lots and a portion of another platted lot, developed with one single family residence.

North of the subject is the northerly ½ of the subject unopened right of way of SE Osceola Avenue.

Data & Analysis of the Data
Research began in subject's immediate neighborhood and because of the lack of recent land sales, research first extended to subject's broad neighborhood located east of Kruger Creek and north of East Ocean Boulevard, followed by research in the neighborhood south of East Ocean Boulevard and east of Kruger Creek.

Within subject's broad neighborhood there are essentially different areas or micro neighborhood comprised of properties east of Kruger Creek, extending east approximately eight blocks between East Ocean Boulevard and the St. Lucie River. Properties within this area of the neighborhood were some of the original neighborhood settlements with large lots, large and now older homes. In recent years many of the homes in the neighborhood have been refurbished and some of the older homes have been demolished for new improvements. Within this area of the broad neighborhood three properties were located for analysis. One property under contract, sale 1, is an under size non-conforming lot with purchasers moving through the permitting process to develop the site with a modest size residential unit. Two other properties, sales 2 and 3 were also analyzed. At the time the sales occurred these properties were improved with older fair condition residential structures which the buyers demolished. Sale 3 is being improved with a new residential structure and it is my understanding the buyers of the sale 2 are planning to construct a new residential structure.

The middle area of the neighborhood where the subject is located, lays between St. Lucie Boulevard and the St. Lucie River, consists of a mix of condominium projects, rental apartments and modest size homes mostly constructed on small platted lots. No recent land sales were located within this area of the neighborhood.

East of the subject's immediate neighborhood, the east micro neighborhood of the subject's broad neighborhood consists of the upscale Snug Harbor plat of detached single-family homes, a newer area of homes than the west area near Kruger Creek. Research within this area of the neighborhood also did not located recent non-waterfront land sales for analysis.

The distinct features of each described area of the neighborhood led me to further research lot and home price levels for each defined area as described. In addition to sales of improved properties, taxable value levels for the areas mentioned were also consulted with the Property Appraiser's opinion of market or "Just" values for sites located within the west and east neighborhood area some 40% higher than the subject's immediate neighborhood. Further research found the Property Appraiser's "Just" values and general review of sales prices within the neighborhood south of East Ocean Boulevard and east of Kruger Creek similar to the Property Appraiser's "Just" value levels found within the subject's immediate neighborhood.

Therefore, the site sales previously described and located within the west area of the subject's neighborhood, in my opinion, are likely above market value levels for the subject's neighborhood, with sales prices/value levels for properties located south of East Ocean Boulevard and east of Kruger Creek better indications of site values within subject's immediate neighborhood.

Based on my research as described, in addition to the three described neighborhood sales, two sales from the neighborhood south of East Ocean Boulevard are also analyzed.

The following analysis specifically relates to each property analyzed, compared to the subject with summary data found within the following Sales Summary Exhibit.

Analysis indicates, because the properties vary in street frontage and depth the most reliable unit of comparison is sales price per square feet of site area.

Subject's broad neighborhood west area sales -
Sales 1, 2 and 3 are located within a superior area of the neighborhood, indicated to be some 40% superior compared to subject's area of the neighborhood. Plus, other physical differences were noted as follows; sales 2 and 3, sold at $20.00 per square feet while sale 1 is under contract with the asking price of $12.69 per square feet. The properties selling at the $20.00 per square feet level, sales 2 and 3, range in size from 23,030 to 15,002 square feet, respectively. These properties have an adequately functional shape to support a single-family improvement in keeping with the size class within the neighborhood. At the time the sales occurred both properties were improved with older residential structures in poor condition and in both instances the improvements were razed. The cost of razing the improvements were estimated to mostly offset the contributory value of impact fees grandfathered from the razed improvements.

Sale 1, selling at $12.69 per square feet is a small lot of 9,375 square feet, 75 feet x 125 feet, an under-size lot per zoning, as zoning criteria requires 10,000 square feet minimum lot area. The property was initially listed at $199,900 or $21.32 per square feet, however, the lot size and additional City requirements to obtain a building permit were reported to be a negative to the market, thus the price was drastically reduced to attract a buyer who will meet the permitting challenges.

Sale 3 is similar in size and shape to the property adjacent to the subject or the across the fenced property analyzed to derive an opinion of per square feet value. This would indicate the subject unopened right of way value is also within the range of $20.00 per square feet, however, sale 3 location is an estimated 40% superior compared to subject location, plus the subject right of way at 25 feet wide x 144.5 feet of depth does not meet zoning regulations for minimum site width and size for development as an independent property, thus highest and best use of the subject right of way is assemblage with the adjacent properties vs. the adjacent over the fence valued property which is independently developable. Thus, while assembling the subject with the adjacent property adds some level of functional utility to the adjacent property, it is my opinion the subject does not add full value to the adjacent properties. Plus, the subject has extremely limited market demand, other than to the adjacent property owner, also a negative to value.

Thus, for the reasons previously discussed, it is my opinion the full $20.00 per square feet value indication from sale 3 is not applicable to the subject, rather a discount to full value is required to account for the superior location of sale 3, and further an adjustment is required for the superior functional utility compared to the subject.

There is little market data to support an estimate of contributory value except, sale 1 vs. sales 2 and 3 analyzed indicate a relatively significant 37%+ decline in sales price / value indication for an undersized but buildable site, plus it is commonly known in instances were functional utility is negatively affected by conditions such as inferior access, or other negative features, significant adjustments to value have been recognized for the reduced functional utility.

Therefore, after adjustments for superior location and superior functional utility, it is my opinion a discount to the full value of the over the fence property could be as high as say minus 80%, consisting of minus 40% for location and minus 40% for size/functional utility. A cumulative 80% reduction in value from the $20.00 per square feet value indication extracted from sale 3 calculates to a value indication of $4.00 per square feet for the subject.

Sale 2 is a larger site but until site size declines to non-conforming it does not appear size has a significant effect on price per square feet, thus the previous estimated adjustments of minus 80% for a similar $4.00 per square feet value level for the subject is applicable.

Sale 1 listing price of $12.69 per square feet reflects the effects of size and non-conformity thus only an adjustment of minus 40% for location is required, calculating to a value indication of $7.42 per square feet for the subject.

Properties south of E. Ocean Blvd. & east of Kruger Creek -
Sales 5 and 6 are estimated to have locations similar to subject's immediate neighborhood, based on price levels, however, they are buildable sites thus require adjustment for superior functional utility with the adjustment indicated in the range of minus 40%. Applying minus 40% adjustment to sales 5 and 6 provides value indications of $5.35 and $5.28 per square feet, respectively.

Conclusion of Value
Sale 1 is physically most similar to subject, except the asking price is analyzed with the final sales price/value indication expected to be lower than the asking price, thus sale 1 is cautiously considered when weighed as a value indication for the subject. Sales 2 and 3 are weighted as average comparables, with sale 3 most similar with adjusted value indications of $4.00 per square feet. Sales 5 and 6 are similar but considering the different neighborhood locations, the adjusted value indications of $5.35 and $5.28 per square feet are given less than average weight as indications of subject's value.

In summary, with most weight placed on the value indications from sale 2 and 3 at $4.00 per square feet, and with sales 1, 5 and 6, given less than average weight as value indications for the subject, it is my opinion subject's value is say within the range of $4.50 per square feet.

Applying $4.50 per square feet to the subject's area of 3,608 square feet calculates to $16,236, rounded to $16,000.

In summary, based on the available data and my analysis of the data, my opinion of the Market Value of the Fee Simple Interest in the subject of this appraisal, as is, as of March 23, 2020, is:

SIXTEEN THOUSAND -$16,000-

Additionally, per City Ordinance Sec. 36-2, - Privilege fee for abandoning public property, paragraph (b): the "value added" to the petitioner's adjoining property is $16,000.

Please Note: Prior to mid-March 2020 demand in most real estate market segments remained steady to strong with prices and rental rates strengthening at a steady pace and it appeared value levels would at minimum continue the steady upward pace. However, upon the announcement of the coronavirus pandemic in about mid-March 2020, the only known market conditions lay in the rear view mirror, but in my opinion, even assuming a relatively quick return to "normal" national economic conditions, demand and price levels are still likely to be negatively affected for the near term. Also, as of the date of appraisal the effects of a long-term pandemic shutdown are very uncertain, but most probably a long-term shutdown will result in a lasting severe negative effect on values. But, again, the reality is that the effects of the pandemic on real estate demand and prices are uncertain as of the date of appraisal.

ORDINARY LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS

1. The value given in this appraisal report represents the opinion of the signer as to the Value AS OF THE DATE SPECIFIED. Values of real estate are affected by an enormous variety of forces and conditions will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
2. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however, similar the same may be.
3. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
4. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.
5. Easements may or may not be recorded or may exist by customary use or by other legal means. The appraiser has not nor is he qualified to search legal records as to other easements. Because rights of others can have influence on real estate values, the values reported herein are predicated on a qualified legal opinion that assumptions regarding easements and the rights of others is representative of actual conditions.
6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
7. The physical condition of the improvements described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of the same. The property is assumed to be free of termites and other destructive pests.
8. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser or the applicant, and in any event, only in its entirety.
9. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
10. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made.
11. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.
12. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless non-compliance is stated, defined and considered in the appraisal report.
13. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field, if desired.

CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge and belief:

a) The statements of fact contained in this report are true and correct.

b) The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

c) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

d) My engagement in this assignment was not contingent upon developing or reporting predetermined results.

e) My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

f) The reported analyses, opinion, and conclusions were developed, and this report has been prepared, in conformity with the requirement of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

g) Daniel D. Fuller made a personal inspection of the property that is the subject of this report.

h) No one provided professional assistance to the signor of this report.

i) The appraiser has performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.

j) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

k) "As of the date of this report, I, Daniel D. Fuller, MAI, SRA, have completed the requirements under the continuing education program of the Appraisal Institute."

l) This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of the loan.

m) I have not appraised the subject or provided any other services in any capacity relating to this property within the three years prior to my engagement for this assignment.



Daniel D. Fuller, MAI
State-Certified General Real Estate Appraiser RZ567

SALES SUMMARY

DESCRIPTION	SUBJECT	Client - adjacent ownership	PENDING SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
			Properties within neighborhood between Kruger Creek & Pierpoint Yacht Club condominium project			Properties within neighborhood south of East Ocean Boulevard	
LOCATION	South 25 ft unopened Osceola Ave, R/W north of Lot 1, Blk 6, Krueger Park SD Stuart	181 SE Monterey Avenue Lot 1, 2, & N 4 ft of Lot 3, Blk 6 Krueger Park SD Stuart	xxx SE Lark Blvd. St Lucie Est #4 SD Stuart	221 SE Martin Avenue St Lucie Est #4 SD Stuart	305 SE Flamingo Avenue Combes UnRec SD Stuart	Lots 22 & 23 Blk 29 Broadway / St Lucie Est 1515 SE 5th Street Stuart	Lots12,13,14,15 Blk 33 Broadway / St Lucie Est 412 SE Madison Ave Stuart
GRANTOR	Owner - City of Stuart	Baron, Richard L & Lisa V	Donald J Deremo/ James V Kunstel	Raynes, Robert	Leighton Construction	Laura Leighton LLC & Leighton Construction, LLC	NACLH2O
GRANTEE	N/A	N/A	n/a	Kushner, Daniel & Kathleen	Insurance Consultants Group	Medalist Homes LLC	Southern Landmark Homes LLC
DATE OF SALE	Date of Inspection & Appraisal 4/23/2020	Date of Appraised 4/23/2020	Current Listing / Contract	5/19	11/18	9/18	6/18
RECORDED OR BK./PG.			n/a	3056/2102	3025/2954	3024/819&820	2999/1207
FINANCING	Expected Cash Equivalent	Expected Cash Equivalent	Expected Cash Equivalent	Cash	Cash	Cash	Cash
ZONING / LAND USE	R-1A / Low density residential (city zoning)	Low density residential (city zoning)	Low density residential (city zoning)	Low density residential (city zoning)	Low density residential (county zoning)	Low density residential	Low density residential
SITE AREA - SF	3,608	14,508	9,375	23,030	15,002	14,575	10,106
ACRES	0.08	0.33	0.22	0.53	0.34	0.33	0.23
WIDTH	25.0	104.0	75.0	180.0	100.0	110.0	140.0
DEPTH (avg)	144.30	139.5	125.0	120.0	150.0	132.5	Irregular
Comments:	Very limited functional utility. Highest & Best Use is assemblage with adjacent platted buildable site. Property includes alley with utility easement.	Broad neighborhood east of Kruger Creek & north of East Ocean Blvd. Specific neighborhood of smaller lots and homes adjacent to apartment project. Across the fence buildable site. Lot south of subject, modest size & depth but functionally adequate size & shape to support one residential improvement.	Superior portion of neighborhood east of Kruger Creek. Cleared. Narrow width & modest size lot. Non-conforming lot requires additional permitting & Board of Adjustment approval to build. Extra permitting resulted in lower sales price/value indication. Inferior functional utility compared to across the fence property adjacent to the subject. Asking price analyzed w/ sale price expected to be lower.	Superior portion of neighborhood east of Kruger Creek. Corner lot, improved at sale with SFR which has been razed by the buyer. Filled to bld height. Irregular depth but predominately 120ft. Larger site & corner compared to adjacent across fence property adjacent to subject, improving functional utility. Purchase included grandfathered impact fees with cost to raze existing residence somewhat offsetting.	Superior portion of neighborhood east of Kruger Creek. Interior lot, improved at sale with SFR, razed by buyer. Filled to bld height. Functional utility similar to across the fence property adjacent to subject. Purchase included grandfathered impact fees with also cost to raze existing residence somewhat offsetting.	Neighborhood east of Kruger Creek & south of East Ocean Blvd. Two platted interior lots each 55ft x 132.5ft. Buyer developed w/ 2 single family residential improvements.	Neighborhood east of Kruger Creek & south of East Ocean Blvd. Very irregular site, one lot south of E. Ocean Blvd. Zoning - Partial low density residential & partially office/residential. Buyer developed property with residential improvement.
SALE ANALYSIS							
RECORDED SALE PRICE:			$119,000	$461,000	$300,000	$130,000	$89,000
FINANCING ADJUSTMENT			0	0	0	0	0
ADJUSTED SALE PRICE			$119,000	$461,000	$300,000	$130,000	$89,000
CONDITION OF SALE ADJ.			0	0	0	0	0
ADJUSTED SALE PRICE			$119,000	$461,000	$300,000	$130,000	$89,000
MARKET CONDITION ADJ / MO.			0.0%	0.0%	0.0%	0.0%	0.0%
GROSS SALE PRICE			$119,000	$461,000	$300,000	$130,000	$89,000
						$65,000	$89,000
SALE PRICE PER FRONT FEET			$1,587	$2,561	$3,000	$1,182	$636
SALE PRICE PER SQ. FT			$12.69	$20.02	$20.00	$8.92	$8.81
Adjustment Process							
Location			-40%	-40%	-40%	0%	0%
Functional Utility/size			0%	-40%	-40%	-40%	-40%
		Net Adjustment	-40%	-80%	-80%	-40%	-40%
		Adjusted Sales Price / Value Indication	$7.62	$4.00	$4.00	$5.35	$5.28

06082020 CCM

Subject Photographed 4/23/2020



Easterly view of subject unopened R/W



Westerly view of subject unopened R/W



Northerly view of approximate ally / easement area



Westerly view of SE Osceola Avenue



Southerly view of SE Monterey Avenue w/ subject on left



AERIAL SITE MAP (approx. subject area in red)

QUALIFICATIONS OF THE APPRAISER
DANIEL D. FULLER, MAI

Professional Memberships

Member Appraisal Institute (MAI)#7876 - Appraisal Institute
Senior Real Property Appraiser (SRPA) - Appraisal Institute
Senior Residential Appraiser (SRA) - Appraisal Institute
Florida - State Certified General Real Estate Appraiser RZ567
Registered Florida Real Estate Broker

Work Experience

1992 - Pres. President, Fuller-Armfield-Wagner Appraisal & Research, Inc., Fort Pierce, FL
1987 - 1992 Vice President & Partner, Armfield-Wagner Appraisal & Research, Inc., Fort Pierce, FL
1983 - 1987 Staff Appraiser, Armfield-Wagner Appraisal & Research, Inc., Vero Beach, FL
1981 - 1983 Salesman/Appraiser, Florida Licensed Realtor-Associate, Procino Realty, Ft Pierce, FL
1979 - 1983 Staff Appraiser, Harbor Federal Savings and Loan Association, Fort Pierce, FL
1974 - 1979 Staff Appraiser, St. Lucie County Property Appraiser's Office, Fort Pierce, FL

Real Estate Appraisals made for the following:

Accountants
Attorneys
Dept. of Natural Resources
Federal Deposit Ins. Corp.
Federal Home Loan Bank Board
Federal National Mortgage Corp.
Florida Community Bank
Fort Pierce, City of
Centerstate Bank
Iberia Bank
Indian River County
Martin County
PNC Bank
Port St. Lucie, City of
Regions Bank
Resolution Trust Corporation
Seacoast Bank
St. Lucie County
South Florida Water Management District
SunTrust Banks
TD Bank
TITF
Vero Beach, City of
Wells Fargo

Types of Appraisals Completed

Airplane Hangars
Automobile Dealerships
Car Washes
Commercial
Groves
Industrial
Insurable Value
Land Locked Parcels
Mini-Warehouses
Motels
Multi-Family
Offices
Packing Houses
Ranches
Recreational Vehicle Parks
Residential
Restaurants
Retail Shopping Centers
Service Stations
Subdivision
Warehouses
Wetlands
Vacant Lands

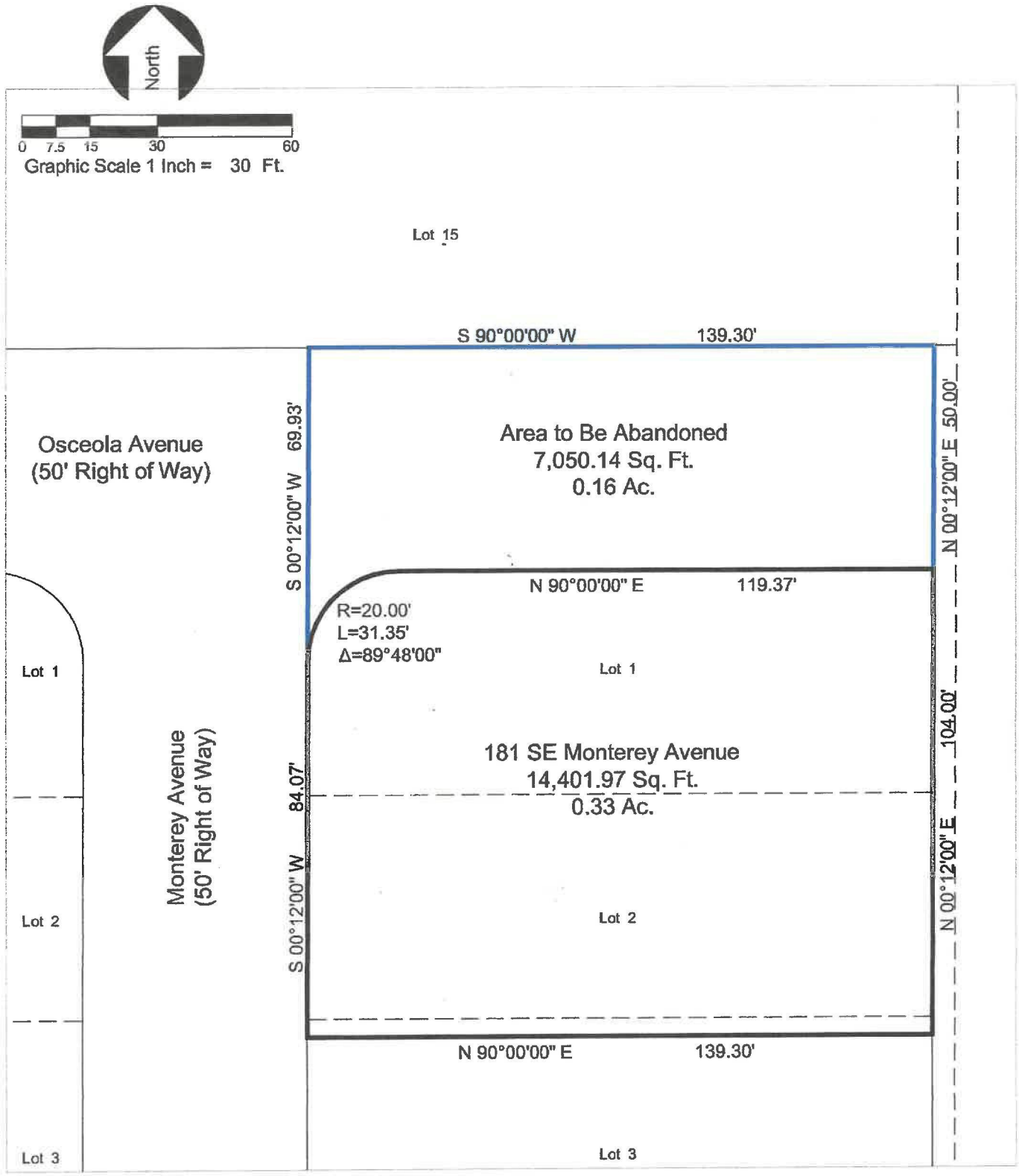
Qualified as Expert Witness

Circuit Court -
- St. Lucie County
- Martin County
- Indian River County
- Okeechobee County
- Palm Beach County

U.S. Bankruptcy Court -
- West Palm Beach District

Accomplishments

Past President - Society of Real Estate Appraisers - Indian River Chapter 211 (1989 - 1990)
Past Instructor - Indian River Community College - Appraising Income Producing Real Estate
Past Board Member - East Florida Chapter of Appraisal Institute



Baron-Monterey_abandonment exhibit-rev1.dwg

SOUTH POINT
LAND COMPANY
CONSULTING • LAND PLANNING
GEOGRAPHIC INFORMATION SYSTEMS
163 S. SEWALL'S POINT ROAD
STUART, FL 34996
(772) 528-4137 FAX (772) 600-4550

Richard Baron

Right-of-Way Abandonment Exhibit

181 SE Monterey Avenue

Stuart, Florida 34996

12.18.2012

SHEET 1 OF 1

Osteen Appraisal Services

LAND APPRAISAL REPORT

File No.

SUBJECT

Borrower N/A | Census Tract 0009.02 | Map Reference 3/38

Property Address SE Monterey Avenue, Stuart, FL (See addendum & ROW abandonment exhibit for property ID)

City Stuart | County Martin | State FL | Zip Code 34996

Legal Description N/A, See Right-of-Way Abandonment Exhibit.

Sale Price $ N/A | Date of Sale N/A | Loan Term N/A yrs. | Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ N/A (yr) | Loan charges to be paid by seller $ N/A | Other sales concessions N/A

Lender/Client Richard Baron / City of Stuart | Address 1 SW Osceola Street, Suite 3

Occupant Vacant Land | Appraiser Cooper Osteen, Registered Trainee Appraiser | Instructions to Appraiser Appraise market value of fee simple interest.

NEIGHBORHOOD

Location	☐ Urban	☒ Suburban	☐ Rural
Built Up	☐ Over 75%	☒ 25% to 75%	☐ Under 25%
Growth Rate ☐ Fully Dev.	☐ Rapid	☒ Steady	☐ Slow
Property Values	☒ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☒ Under 3 Mos.	☐ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use: 35 % One-Unit, 7.5 % 2-4 Unit, 7.5 % Apts., 15 % Condo, 10 % Commercial, 0 % Industrial, 25 % Vacant, ___ %

Change in Present Land Use: ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*) (*) From ___ To ___

Predominant Occupancy ☒ Owner ☐ Tenant ___ % Vacant

One-Unit Price Range $ 75,000 to $ $2M | Predominant Value $ 200,000

One-Unit Age Range New yrs. to 80 yrs. | Predominant Age 20-40 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☒	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☒	☐	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) See attached addenda.

SITE

Dimensions 69.93 Frontage X 139.30 Depth, Slightly Irregular Shape = 7,050 Square Feet ☐ Corner Lot

Zoning Classification N/A Subject would join parcel zoned R-1, Single Fam | Present Improvements ☐ Do ☐ Do Not Conform to Zoning Regulations

Highest and Best Use ☐ Present Use ☒ Other (specify) Assemblage with adjoining land parcel.

	Public	Other (Describe)
Elec.	☒	
Gas	☐	
Water	☒	
San. Sewer	☒	
	☐ Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt Pavement

Maintenance ☒ Public ☐ Private

☐ Storm Sewer ☐ Curb/Gutter

☐ Sidewalk ☐ Street Lights

Topo Clear / Level

Size 7,050 Square Feet, Subject to Survey.

Shape Conventional

View Residential

Drainage Adequate

Is the property located in a FEMA Special Flood Hazard Area? ☐ Yes ☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) The subject is un-used right of way as we understand. The city owns the land, which is now the subject of a petition by Richard Baron for abandonment by the city in order to assemble the subject with his neighboring parcel at 181 SE Monterey Avenue.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	+(-)$ Adjust.	COMPARABLE NO. 2	+(-)$ Adjust.	COMPARABLE NO. 3	+(-)$ Adjust.
Address	SE Monterey Avenue, Stuart, FL Stuart, FL 34996	607 SE 6th Street Stuart, FL		3869 Qaunset Terrace Stuart, FL		5098 Shooner Oaks Stuart, FL	
Proximity to Subject		1.54 miles SW		2.69 miles SE		3.63 miles SE	
Sales Price	$ N/A	$ 2.76		$ 3.33		$ 3.42	
Price $/Sq. Ft.	$	$ 60,000		$ 50,000		$ 79,000	
Data Source(s)	Inspection	MLS, Public Records, Inspection		MLS, Public Records, Inspection		MLS, Public Records, Inspection	
Date of Sale/Time Adj.	N/A	November, 2013		October 2013		September, 2013	
Location	Krueger Park)	Central Stuart)	+.25	Port Sewall East)		Rocky Point)	
Site/View	Residential)	Residential)		Residential)		Residential)	
Size	.33 Ac. to .49 Ac.	.49 Acres		.35 Acres		.5360 Acres	
Topography	Clear / Level	Demo Req'd	+.50	Clear / Level		Level / Treed	
Sale Conditions	Assumed Typical	Standard		Standard		Typical	
Sales or Financing Concessions	N/A N/A						
Net Adj. (Total)		☒ + ☐ - $ 0.75		☐ + ☐ - $		☐ + ☐ - $	
Indicated Value of Subject		Net 27.2 % Gross 27.2 % $ 3.51		Net % Gross % $ 3.33		Net % Gross % $ 3.42	

Comments on Market Data See attached addenda.

RECONCILIATION

Comments and Conditions of Appraisal The appraisal is subject to a survey identifying the subject property in tune with the site area exhibit provided in this appraisal. The appraisal is based on the employment of valuation requirements outlined by the City of Stuart in Section 36-2 of the municipal code. The appraisal is completed for the use of Richard Baron and the City of Stuart.

Final Reconciliation Only the Sales Comparison Approach was completed. This is the only applicable approach to value and sufficient data was available to produce credible results. The results of our analysis indicate that the subject property will contribute an additional $25,000 to the parent assemblage parcel at 181 SE Monterey Road.

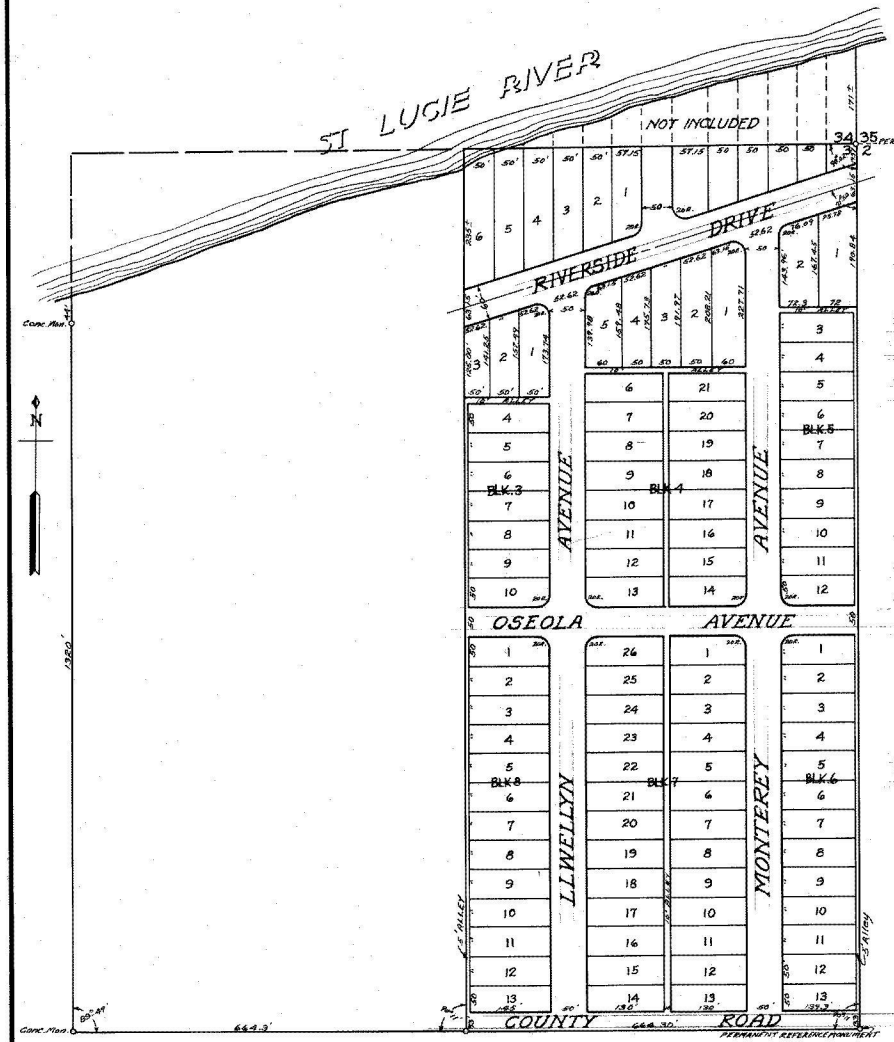
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF November 16, 2013 TO BE $ 26,000

Appraiser Cooper Osteen, Registered Trainee Appraiser	Supervisory Appraiser (if applicable) Thomas Osteen, MAI, SRA
Date of Signature and Report November 20, 2013	Date of Signature November 20, 2013
Title	Title
State Certification # ___ ST ___	State Certification # RZ000174 ST FL
Or State License # RI22707 ST FL	Or State License # ___ ST ___
Expiration Date of State Certification or License 11/30/2014	Expiration Date of State Certification or License 11/30/2014
Date of Inspection (if applicable) November 16, 2013	☒ Did ☐ Did Not Inspect Property Date of Inspection

STATE OF FLORIDA } SS
COUNTY OF MARTIN }
This Instrument was filed for Record at 2:30 P.M. this 6th day of Jan 1926 and duly recorded on the 6th day of January 1926 in Book I of Plats on Page 25, Record Verified.

J R Pomeroy
CLERK CIRCUIT COURT
BY:-
DEPUTY CLERK

KRUEGER PARK
STUART, FLORIDA
MARTIN COUNTY



EXAMINED AND CHECKED AND RECOMMENDED FOR APPROVAL

R. F. Ensey
STUART FLA. Dec. 30 1925 CITY ENGINEER

APPROVED AS RECOMMENDED

CHAIRMAN J. E. Taylor
STUART CITY COMMISSION

ATTEST

Florida K. S. Peirs
CITY CLERK

APPROVED Wm H. Root
STUART FLA. January 6th 1926 COUNTY SURVEYOR MARTIN CO.

RECOMMENDED TO CITY COMMISION FOR APPROVAL
STUART FLA. Jan 4th 1926 CITY PLAN BOARD

W H Aspinwall
CHAIRMAN

W J Earley
SECRETARY

LOCATION

Being the Subdivision of the E½ of the N½ of Government Lot #1, Section 3, Township 38 South, Range 41 East.

This is a true Copy of the Original Plat of Record of "KRUEGER PARK" Plat Book I, Page 25, Martin County, Florida.

Joseph L. Greenlee
Registered Land Surveyor
Florida Certificate No. 665

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:-

That Albert P. Krueger and Karl Krueger, both single the fee simple owners of the above described land have caused said land to be surveyed and platted as shown hereon according to the Engineers Certificate attached and does hereby dedicate to the perpetual use of the Public, the Roads and Streets shown hereon reserving unto themselves the reversions of same whenever discontinued by law.

In Witness Whereof the said Albert P. Krueger and Karl Krueger have signed these presents and affixed their seal this 13th day of June, A.D. 1925

Witness:- K. E. Michaels
J. P. Ward

Albert P. Krueger L.S.
Karl Krueger L.S.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MARTIN

Before me a Notary Public for the state of large personally appeared Albert P. Krueger and Karl Krueger to me well known and known to be the persons who signed the foregoing dedication.

In witness whereof I have set my hand and affixed my official seal this 13th day of June, A.D. 1925.

A. J. Williams
Notary Public
My Commission Expires April 5th 1929

ENGINEERS CERTICATE

We certify that the location, measurements and angles of the boundary lines of the Plat shown hereon are taken from actual data found on the ground by survey under our direction that the Subdivision into lots of the Plat shown, and as located by the above mentioned survey was made under our direction and that the information shown hereon is true and accurate to the best of our knowledge and belief.

C. A. Barnett
Florida State Certificate #14

Subscribed and Sworn to before me this 13th day of June, A.D. 1925

A. J. Williams
Notary Public
My Commission Expires April 5th 1929

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Tom Reetz

Title of Item:

STUART OCEAN RPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2435-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTY AND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; 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.

Summary Explanation/Background Information on Agenda Request:

The City Commission approved the project at first reading on Tuesday May 26, 2020 with request to add a condition requiring the applicant to provide a preserve area management plan (PAMP) that included maintenance of the pedestrian paths around the project's lake. Also, the applicant has provided a new legal description that does not include non-contiguous parcels A & B for the project.

On February 20, 2020, the LPA asked for the project to be tabled to March 19th's regularly scheduled meeting which was canceled due to the Governor's mandatory quarantine regulations. Since then, the applicant has resubmitted a revised Site Plan with "no parking" signage at each T-turnaround, a seating area/bus waiting area near the shared entrance at SE Ocean Blvd, revised Landscaping Plans, revised Floor Plans, a revised School Capacity Analysis and revised Development Conditions.

The subject property is an approximately 11.04-acre vacant property located on SE Ocean A1A Blvd. in an urban area of on the eastern edge of jurisdictional limits of the City of Stuart. The Future Land Use Map (FLUM) designation of the property is Multifamily (MF) with a compatible zoning district designation of R-3 Residential - multi-family/office. The subject property had been part of the Kingswood Condominium community, built starting in 1970 through to 1995. The subject property includes the lands that remained vacant and unbuilt and now within separate ownership from the Kingswood Condo community.

The proposed project consist of eighty 80 townhomes housed in 14 buildings, with 3.11 acres of preserved/enhanced native areas or 28% of the site. The six dry retention areas totaling 26,848 sq. ft. are proposed to be planted with native vegetation. In Parcel B, 17,285 sq. ft. of the 34,571 sq. ft. of offsite preserve areas will be credited to the RPUD. Additionally, a 40,485 sq. ft. wet pond / lake will be planted with Low Impact Design techniques and Littoral plantings and will satisfy the drainage requirements for the proposed townhome community.

The proposed site plan achieves preservation requirements by creating areas of native landscape that are 25% of the site. To compensate for the removed trees, additional numbers of larger than required native trees and various palm trees are proposed. The pine tree mitigation has been met on site, however, the hardwoods cannot be reasonably accommodated so the applicant is proposing to contribute 50% of the required replacement inches equaling $111,125 to be deposited to the City's Tree Fund. The $111,125 currently slated for contribution will be due in full or in part unless substituted with the incorporation of innovative/low impact storm-water design and approved by the City's Development Department.

The site includes a driveway that runs through the parcel from the Kingswood entrance off East Ocean Boulevard and connects to the south and SE Kingswood Terrace. That driveway alignment will be slightly changed, and new asphalt constructed. Established access and circulation roads connected with the Kingswood Condo community are intended to be maintained and effectively linked to the proposed subject property driveways and circulation provisions.

In addition to vehicular access, the site includes effective pedestrian circulation that will accommodate the new residents while also maintaining and enhancing pedestrian connectivity within the established Kingswood Condo community. The creation of trails around the proposed detention area will connect with existing trails.

The developer has met with all three phases of the neighboring Kingswood Condo Association and have made progress toward a more cohesive project with design features that provide features benefitting both communities.

Kingswood 3 Condominium Association has filed to join as an intervenor in opposition to the application. At the time the agenda was prepared, the City was not in possession of a statement from the Intervenor.

If approved, The developer is ready to follow through obtain necessary permits with state agencies and the City's Development Department. The applicant has coordinated final plans with City of Stuart Public Works for water/sewer improvements. City staff and professional consultants have reviewed the project and are satisfied with the applicant's response and revisions to the plans.

Funding Source:

N/A

Recommended Action:

Motion to recommend approval of Ordinance No. 2435-2020 at Second Reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2435-2020	5/29/2020	Ordinance add to Y drive
🗋	Ordinance 2435-2020 Exhibit D	5/29/2020	Ordinance add to Y drive
🗋	Staff Report - By Tom Reetz	5/29/2020	Staff Report
🗋	Project Narrative	5/29/2020	Backup Material
🗋	Applicant's justification letter with revisions	2/10/2020	Backup Material
🗋	Applicants response to second round of comments	2/10/2020	Backup Material
🗋	Traffic Analysis	2/10/2020	Backup Material

	KHA final review	2/10/2020	Backup Material
	Stormwater Report	2/10/2020	Backup Material
	FWC and FS letters	2/10/2020	Backup Material
	Staff Code Review	5/10/2020	Backup Material
	Staff Comp Plan review	3/9/2020	Backup Material
	School Impact Worksheet	5/10/2020	Backup Material
	LPA minutes	5/12/2020	Backup Material
	Declaration of Condominium - Kingswood Condominium	5/15/2020	Backup Material

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2435-2020

* * * * *

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTY AND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; 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.

* * * * *

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by HJA DESIGN STUDIO and PULTE

HOME COMPANY, LLC representing Serragui Group Investments, LLC (owner), for a 11.04 acre parcel of land located on the south side of S.E. Ocean Blvd abutting The Pointe Assisted Living Facility and Kingswood Condo Association; and

WHEREAS, the City of Stuart has determined the need to rezone said lands; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for zoning designation, and has also considered the recommendation of the City staff.

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

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

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

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

WHEREAS, the property is legally described in **"Exhibit A"** of this ordinance. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and development conditions including a timetable for construction 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. **Major Development Site Plan (RPUD), Sheet SP-1, Sheet SP-2 &Sheet SP-3 prepared by HJA Design Studio, dated 09.20.19, revised on 3.02.20.**
b. **ALTA/NSPS Land Title Survey, Sheets 1 & 2 of 2, by Caulfield and Wheeler, Inc, dated 05.1.2019, and revised on 5.22.20.**
c. **Existing Tree Survey / Removal Plan, Landscape Plan, and Landscape Specifications, Sheets LP-1, LP-2, LP-3, LP-4, LP-5, LP-6, prepared by HJA Design Studios, dated 09.06.19, and revised on 3-05-20.**
d. **Architectural Floor Plans & Elevations and rendering, prepared by Florida Zone, dated 03.5.20**
e. **Truck Route Plan, Sheets TR-1, TR-2 dated 09/20/2019, by Bowman Consulting, dated 09.20.19.**
f. **Site Lighting Photometric Plan, Sheets L-1 & L-2, by HJA Design Studio, dated, 09.18.19.**

SECTION 2: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "RPUD" Residential Planned Unit Development amended by this ordinance to allow for 80 attached townhome units.

SECTION 3: This ordinance becomes effective upon adoption.

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

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance

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

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This ordinance shall be effective upon the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

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

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

Passed on first reading the 26th day of May 2020.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
VACANT, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

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

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Serragui Group Investments, LLC,

By: _____

Mauricio Chico – Managing Member

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

EXHIBIT A – LEGAL DESCRIPTION - Stuart Ocean Townhomes

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY FOR STATE ROAD A-1-A.
LESS AND EXCEPT THE WESTERLY 250.00 FEET THEREOF.
ALSO, LESS AND EXCEPT BUILDINGS 1 THROUGH 21, INCLUSIVE, BUILDINGS 33 THROUGH 43, INCLUSIVE, BUILDINGS 53 THROUGH 59, INCLUSIVE, RECREATION AREAS 1, 2 AND 3, AND SEWER PUMP STATIONS 1 AND 2, KINGSWOOD CONDOMINIUM APARTMENT BUILDINGS, ACCORDING TO THE DECLARATIONS OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 325, PAGE 1560, OFFICIAL RECORDS BOOK 332, PAGE 2706, OFFICIAL RECORDS BOOK 344, PAGE 1409, OFFICIAL RECORDS BOOK 359, PAGE 1191, OFFICIAL RECORDS BOOK 360, PAGE 546, OFFICIAL RECORDS BOOK 366, PAGE 1974, OFFICIAL RECORDS BOOK 366, PAGE 2065, OFFICIAL RECORDS BOOK 367, PAGE 2659, OFFICIAL RECORDS BOOK 369, PAGE 1771, OFFICIAL RECORDS BOOK 391, PAGE 1877, OFFICIAL RECORDS BOOK 392, PAGE 1887, OFFICIAL RECORDS BOOK 393, PAGE 1094, OFFICIAL RECORDS BOOK 399, PAGE 1214, OFFICIAL RECORDS BOOK 406, PAGE 504, OFFICIAL RECORDS BOOK 406, PAGE 593, OFFICIAL RECORDS BOOK 411, PAGE 2331 AND OFFICIAL RECORDS BOOK 426, PAGE 696, AND ANY AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, BEAR SOUTH 89°45'22" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 250.00 FEET; THENCE NORTH 00°17'50" EAST

A DISTANCE OF 238.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°17'50" EAST A DISTANCE OF 612.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, SAID POINT BEING A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3,324.14 FEET, WHOSE CENTER BEARS NORTH 07°54'58" WEST, HAVING A CHORD BEARING AND DISTANCE OF NORTH 78°31'28" EAST 412.75 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°07'08", A DISTANCE OF 413.02 FEET TO THE NORTHWEST CORNER OF BUILDING 54, KINGSWOOD CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 411, PAGE 2331, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID KINGSWOOD CONDOMINIUM, SOUTH 15°02'31" EAST A DISTANCE OF 120.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 93.35 FEET; THENCE NORTH 89°52'49" WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°52'49" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 216.06 FEET; THENCE SOUTH 33°09'58" WEST A DISTANCE OF 51.55 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 220.00 FEET; THENCE CONTINUE SOUTH 00°07'11" WEST A DISTANCE OF 224.85 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTH 89°33'03" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 517.30 FEET; THENCE SOUTH 00°40'15" WEST A DISTANCE OF 177.78 FEET; THENCE NORTH 89°19'45" WEST A DISTANCE OF 5.00 FEET TO THE NORTHEAST CORNER OF THE 44 FOOT PARCEL ADDED TO KINGSWOOD CONDOMINIUM BUILDING NO. 109 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1117, PAGE 281, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID PARCEL, NORTH 89°19'45" WEST A DISTANCE OF 44.00 FEET; THENCE SOUTH 00°40'15" WEST A DISTANCE OF 51.05 FEET TO A POINT ON THE NORTH LINE OF THE DRAINAGE AREA CONVEYED TO KINGSWOOD ASSOCIATION NO. 3, INC., A FLORIDA NOT FOR PROFIT CORPORATION, AS RECORDED IN OFFICIAL RECORDS BOOK 476, PAGE 2524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING

COURSES ALONG SAID DRAINAGE AREA, NORTH 84°37'41" WEST A DISTANCE OF 107.87 FEET; THENCE SOUTH 75°22'19" WEST A DISTANCE OF 184.25 FEET; THENCE NORTH 79°37'41" WEST A DISTANCE OF 178.95 FEET TO A POINT ON THE EAST LINE OF RECREATION AREA NO. 4 PARCEL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1501, PAGE 1564, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID RECREATION AREA NO. 4 PARCEL, NORTH 00°22'19" EAST A DISTANCE OF 16.00 FEET; THENCE NORTH 10°22'19" EAST A DISTANCE OF 77.51 FEET; THENCE NORTH 74°37'41" WEST A DISTANCE OF 95.32 FEET; THENCE LEAVING SAID RECREATION AREA NO. 4 PARCEL, NORTH 09°37'41" WEST A DISTANCE OF 121.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 89°45'22" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 167.61 FEET; THENCE NORTH 00°07'21" EAST A DISTANCE OF 95.00 FEET; THENCE NORTH 45°47'29" WEST A DISTANCE OF 206.67 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN MARTIN COUNTY, FLORIDA.

CONTAINING 481,103 SQ. FT. / 11.045 ACRES, MORE OR LESS. (M)

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT B – LOCATION MAP

Stuart Ocean Townhomes

Acrial Map
City of Stuart



Prepared by:

DESIGN STUDIO

North

Project # : 19005

EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The Stuart Ocean Townhomes RPUD project and use thereof shall comply with the following drawings:

   a. Major Development Site Plan (RPUD), Sheet SP-1, Sheet SP-2 &Sheet SP-3 prepared by HJA Design Studio, dated 09.20.19, revised on 3.02.20.
   b. ALTA/NSPS Land Title Survey, Sheets 1 & 2 of 2, by Caulfield and Wheeler, Inc, dated 05.1.2019, and revised on 5.22.20.
   c. Existing Tree Survey / Removal Plan, Landscape Plan, and Landscape Specifications, Sheets LP-1, LP-2, LP-3, LP-4, LP-5, LP-6, prepared by HJA Design Studios, dated 09.06.19, and revised on 3-05-20.
   d. Architectural Floor Plans & Elevations and rendering, prepared by Florida Zone, dated 03.5.20
   e. Truck Route Plan, Sheets TR-1, TR-2 dated 09/20/2019, by Bowman Consulting, dated 09.20.19.
   f. Site Lighting Photometric Plan, Sheets L-1 & L-2, by HJA Design Studio, dated, 09.18.19.

2. Any modifications to the Master RPUD Site Plan that does not exceed 10% of the approved building footprint, building setbacks, gross square footage, impervious areas, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

3. Development of the Subject Property as a RPUD shall include an impervious area of not more than 250,002 sf or 5.74 acres (52% of the site) within the RPUD. The maximum

building height within the RPUD shall be 2 stories or 30 feet. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof or to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height.

4. The developer shall post a sign at the mailboxes located along perpendicular stalls reserving two (2) parking spaces specifically for mail delivery and pick-up only.

Landscaping

5. The common areas shall be provided with landscaping with an irrigation system of enough capacity to maintain the landscaping in a healthy growing condition.

6. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

7. A Landscape maintenance agreement executed in accordance with Section 6.04.04.A.2. of the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Pervious and Native Preserve Area

8. Not less than 28.0% (3.11 acres) of the RPUD shall be Native Preserve that may include landscaped buffer and a .40-acre offsite preservation credit (Parcel B) areas as depicted on the Master Site Plan by HJA Design Studios as described in Exhibit C.

Tree Mitigation

9. The project shall comply with Section 5.05.02 of the City's Land Development Code regarding Tree Replacement and Protection requirements including extending the use of the City's Tree Replacement fund to include potential use of the fund for innovative stormwater treatment and living shoreline projects. The $111,125 currently slated for contribution to the City's Tree fund will be due in full or in part unless substituted with the incorporation of innovative stormwater design.

Prior to Issuance of Site Permits

10. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

11. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

12. 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 first certificate of occupancy.

Development and Construction

13. Prior to the first certificate of occupancy the developer shall obtain FDOT approval for the access at the project's entry along SE Ocean Boulevard. The Developer shall install landscaping at the development's SE Ocean Boulevard entry as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit.

14. Eradication of all invasive vegetation shall be completed by the developer and inspected by the City prior to the issuance of the first building permit. This condition, however, shall not apply to any building permits issued for any models.

15. The property owner shall provide easements for licensed cable services, if required by service provider. Preserve area easements, for both onsite and offsite preserves, shall be dedicated, and recorded in the public records of Martin County, Florida, prior to the first

certificate of occupancy. A Preserve Area Maintenance Plan (PAMP) consistent with Section 5.04.03.C of the Land Development Code shall be submitted with the plat application. The PAMP shall include provisions for the perpetual maintenance of the preserves.

16. Pursuant to that certain Declaration of Condominium of Kingswood Condominium Apartment Buildings No. 33,34,35,36,54,55 Stuart, Florida, recorded in Official Records Book 411, at Page 2331, of the public records of Martin County, Florida, the developer has presented the City Commission with evidence of an easement granted by Kingswood, Incorporated for the access egress over the existing roadway at the project's entry along SE Ocean Blvd.

17. Water Services shall be provided by the City of Stuart with the site water supply taking place at/from the City of Stuart owned infrastructure and within the SE Ocean Blvd. R.O.W. with applicable backflow.

18. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

19. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

20. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

21. All utility improvements constructed by the developer within FDOT's right-of-way, shall be constructed in a manner and form acceptable to the FDOT.

22. The project's Native Planting schemes at the lake will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA

Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins".

23. Temporary or freestanding storage units are prohibited on the property once construction is complete.

24. A lighting plan shall be included on the Landscape plan for the community's common areas including any street lighting at permitting. All lights at the common areas shall be limited to 20 feet in height and shielded from neighboring property.

25. Site work including but not limited to land preparation, wet pond lake excavation, clearing and grading, drainage and water, irrigation lines, shall be reviewed approved by the City's Public Works department and the city's engineering consultant prior to permitting.

26. The developer shall make provision for the modification of the road system abutting the Kingwood pool area(s) in order to maintain access to the pool area by residents.

Signage

27. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign shall adhere to the conceptual Monument Sign on sheet SP-2 by HJA Design Studio.

Platting- HOA Requirements & Future Amendments

28. Plat approval per Section 11.01.05 of the City Land Development Code, shall occur prior to the issuance of the first building permit.

29. Prior to the first certificate of occupancy, the applicant/developer shall form a HOA (Homeowners Association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features and management of the project. Prior to the formation of a HOA, and prior to the initiation of any site work, the developer shall provide the City with the name and contact information for the person who shall be responsible for perpetual maintenance of the common site features and management of the project, until such time as a HOA is formed.

30. City of Stuart waste receptacles, including recycle shall be stored in garages only. The developments HOA shall be responsible for enforcing this waste receptacle policy. The property-owners association shall pay for initial bins (one trash bin and one recycle bin) for each unit for a total of 80 trash bins and 80 recycle bins at the time of permitting. The City will provide a single bill to the POA for trash pick-up.

31. There shall be no on street parking on trash/recycle collection days other than in designated parallel spaces. The developer and home-owners association shall request and consent to law enforcement entry to property and enforcement of state and city laws to include traffic enforcement. Additionally, the City of Stuart Police Department shall have authority to enforce city laws and all conditions of development of Ordinance 2435-2020.

32. No yard waste shall be placed in the street.

33. All new fences in the common areas shall be maintained by the Stuart Ocean Townhomes Home-Owners Association.

34. Any applications to amend this Ordinance shall be limited to the developer or the Home-Owners Association.

35. The Home-Owner's Association shall regulate any permits for guest parking.

36. If permitted by the FDOT, the developer shall provide a temporary construction entrance separate from existing shared access point.

37. The Declaration of Covenants and Restrictions for the project shall contain language that some of the garage spaces were used for the calculation of parking and there is limited parking in the development and that residents need to be mindful of neighbors and consider the parking needs of the whole community

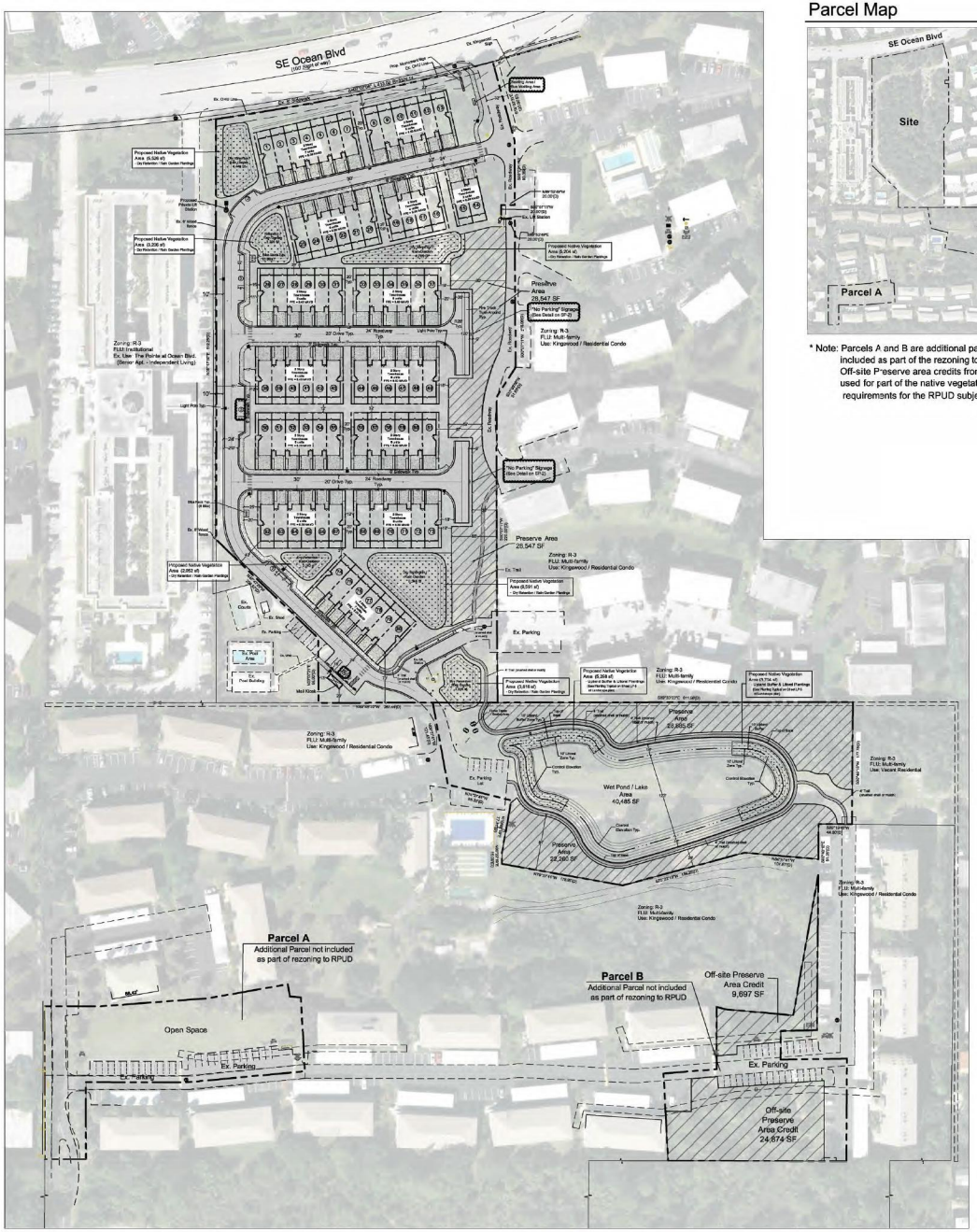
Timetable for Development

38. The developer agrees to apply for the first building permit within (60) days of approval of the permit for site work.

39. The Developer shall construct the project's infrastructure in one phase, however the infrastructure can be sub phased and certified in subphases to allow for a certificate of occupancy to be issued for up to four (4) models prior to the remainder units. The remaining project's infrastructure shall be completed prior to the remaining units receiving a certificate of occupancy.

40. Timetable for development shall be as follows:

Site permit approval under city codes and standards.	**December 30, 2021**
Building Permit application deemed sufficient for permit review under city codes and standards.	**August 1, 2023**
Final Certificate of Occupancy for all site and building improvements.	**December 30, 2024**



Parcel Map

* Note: Parcels A and B are additional parcels and are not included as part of the rezoning to RPUD. Off-site Preserve area credits from Parcel B shall be used for part of the native vegetation / preserve area requirements for the RPUD subject property.

Location Map



Site Data

Total Site Area	11.04 Ac. / 481,103 sf
Future Land Use	Multi-family Residential
Existing Zoning	R-3
Proposed Zoning	RPUD
Proposed Use	2-Story / Single Family Townhomes
Proposed Dwelling Units	80

Density

Maximum Density - 30 DU/Ac. (11.04 Ac. x 30)	331 Max. Units
Proposed Density	80 Units
Proposed Gross Site Density	7.25 DU / Ac.

Impervious Area

Building Coverage	83,230 sf	1.91 Ac.	17%
Existing & Proposed Vehicular Use Areas	67,824 sf	1.56 Ac.	14%
Sidewalks / Paved Areas / Rear Patios	58,463 sf	1.34 Ac.	12%
Wet Pond / Lake	40,485 sf	0.93 Ac.	9%
Total:	250,002 sf	5.74 Ac.	52%

Pervious Area / Open Space

Dry Detention Areas	26,848 sf	0.62 Ac.	6%
Native Preserve Areas (On-site)	79,692 sf	1.83 Ac.	16%
Other Landscape / Open Space	124,561 sf	2.85 Ac.	26%
Total:	231,101 sf	5.30 Ac.	48%

Native Vegetation Area / Upland Preserve Data

Required Native Vegetation Area:	(481,103 sf x 25%)	120,275 sf / 2.76 Ac. / 25%
Provided Native Vegetation Area:		135,374 sf / 3.11 Ac. / 28%
Native Upland Preserve Areas		79,692 sf / 1.83 Ac.
Parcel B - Offsite Preserve Area Credit	(34,571 sf x 50% Credit)	17,285 sf / 0.40 Ac.
Proposed Native Vegetation Area		38,397 sf / 0.88 Ac.

Parking Data

Required Parking Spaces: (2 spaces per unit w/ 2 or more bedrooms)		160 Spaces
Provided Parking Spaces:		203 Spaces
One Car Garages (80 D.U.)	80 Spaces	
One Car Driveways (53 D.U.)	53 Spaces	
Two Car Driveways (27 D.U.)	54 Spaces	
On-Street Parking (5 - 9' x 18 + 1 Handicap + 10 Parallel)	16 Spaces	

Required Minimum Building Setbacks

Front Setback (From SE Ocean Blvd / North Property):	25 ft
Side Setback (From East And West Property Line):	15 ft (10 ft for Mail Kiosk)
Rear Setback (From South Property Line):	20 ft (10 ft for Mail Kiosk)

Lot Building Setbacks

Front Setback :	20 ft
Side Setback (Exterior Units):	4 ft
Side Setback (interior Units):	0 ft
Rear Setback :	10 ft
Building Separtion :	20 ft

Legend

Ex. Preserve Area

Proposed Native Vegetation Area

Site Lighting / Light Pole Typ.

Scale: 1" = 80'

0' 40' 80' 160' 240'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Stuart Ocean Townhomes

City of Stuart, Florida

Major Development Site Plan (RPUD)

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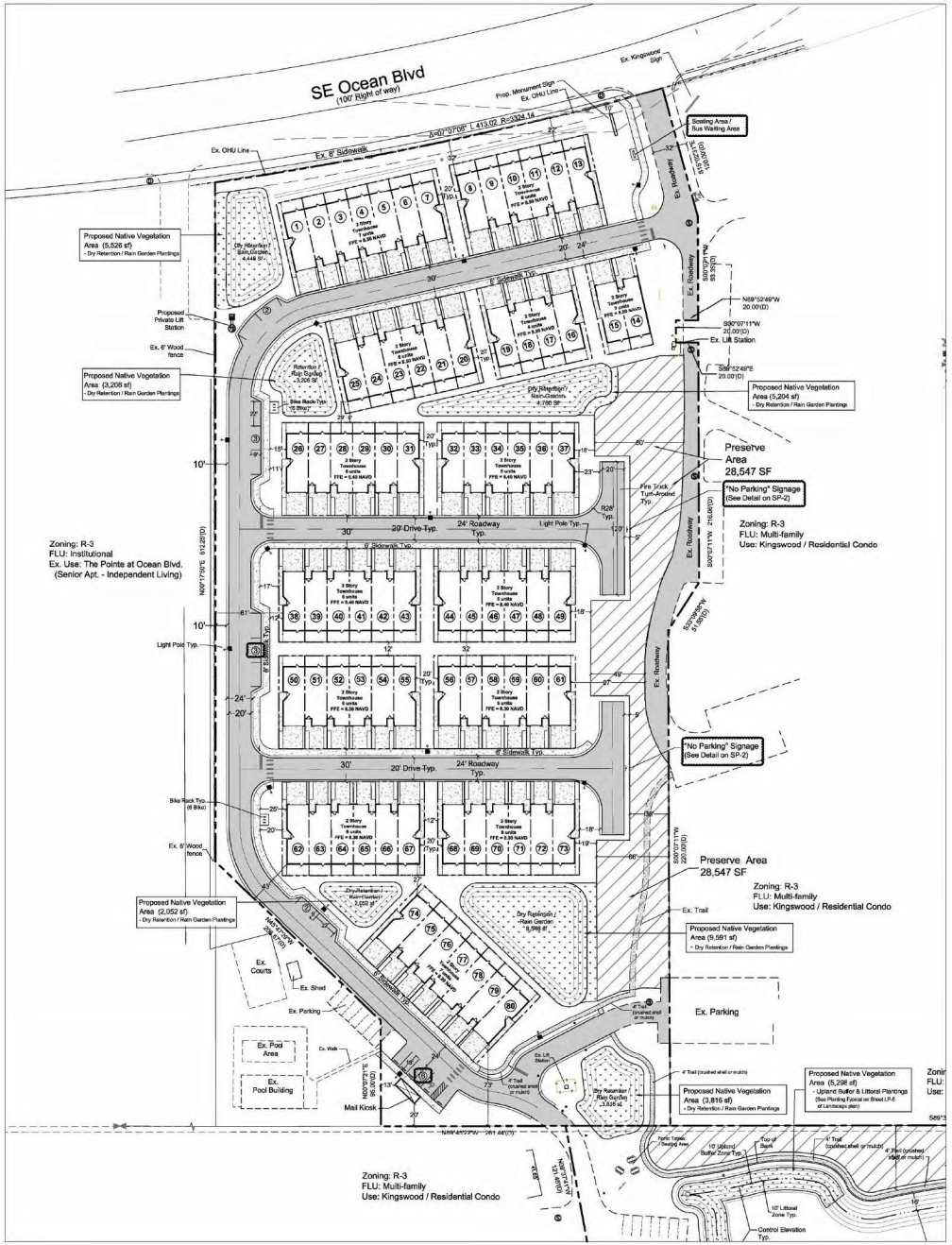
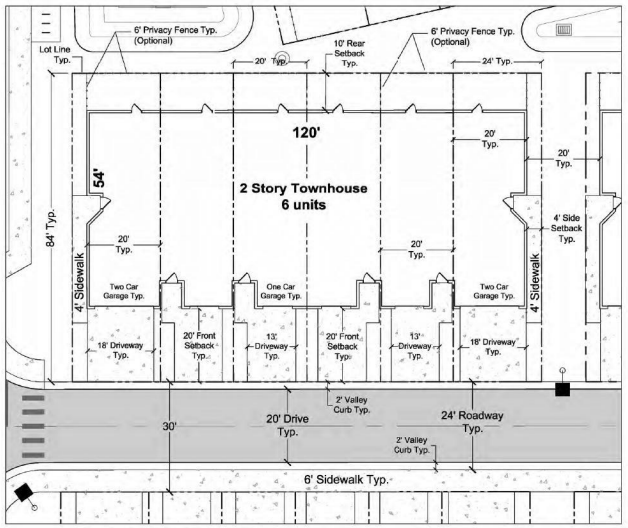
Job No.	19005
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	9-20-19
	12-05-19
Revision Dates	3-02-20

SP-1



Townhouse & Lot Typical

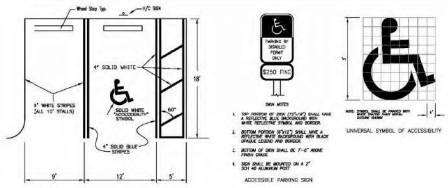


Lot Building Setbacks

Front Setback :	20 ft
Side Setback (Exterior Units):	4 ft
Side Setback (interior Units):	0 ft
Rear Setback :	10 ft
Building Separtion :	20 ft

Parking Space Detail

Scale: N.T.S.



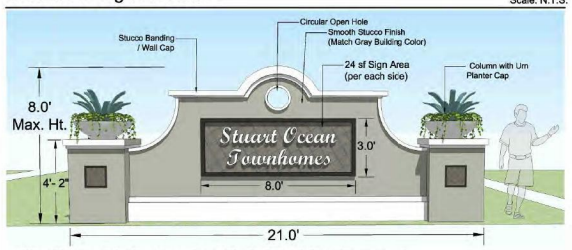
No Parking Sign Detail

Scale: N.T.S.



Monument Sign Elevation

Scale: N.T.S.



*Note: Monument Sign is conceptual. Final sign design and dimensions may vary.

Scale: 1" = 50'

0' 25' 50' 100' 150'

North

HJA DESIGN STUDIO
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Stuart Ocean Townhomes

City of Stuart Florida

Major Development Site Plan (RPUD)

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Drawn By	TT
Checked By	MH
Approved By	MH
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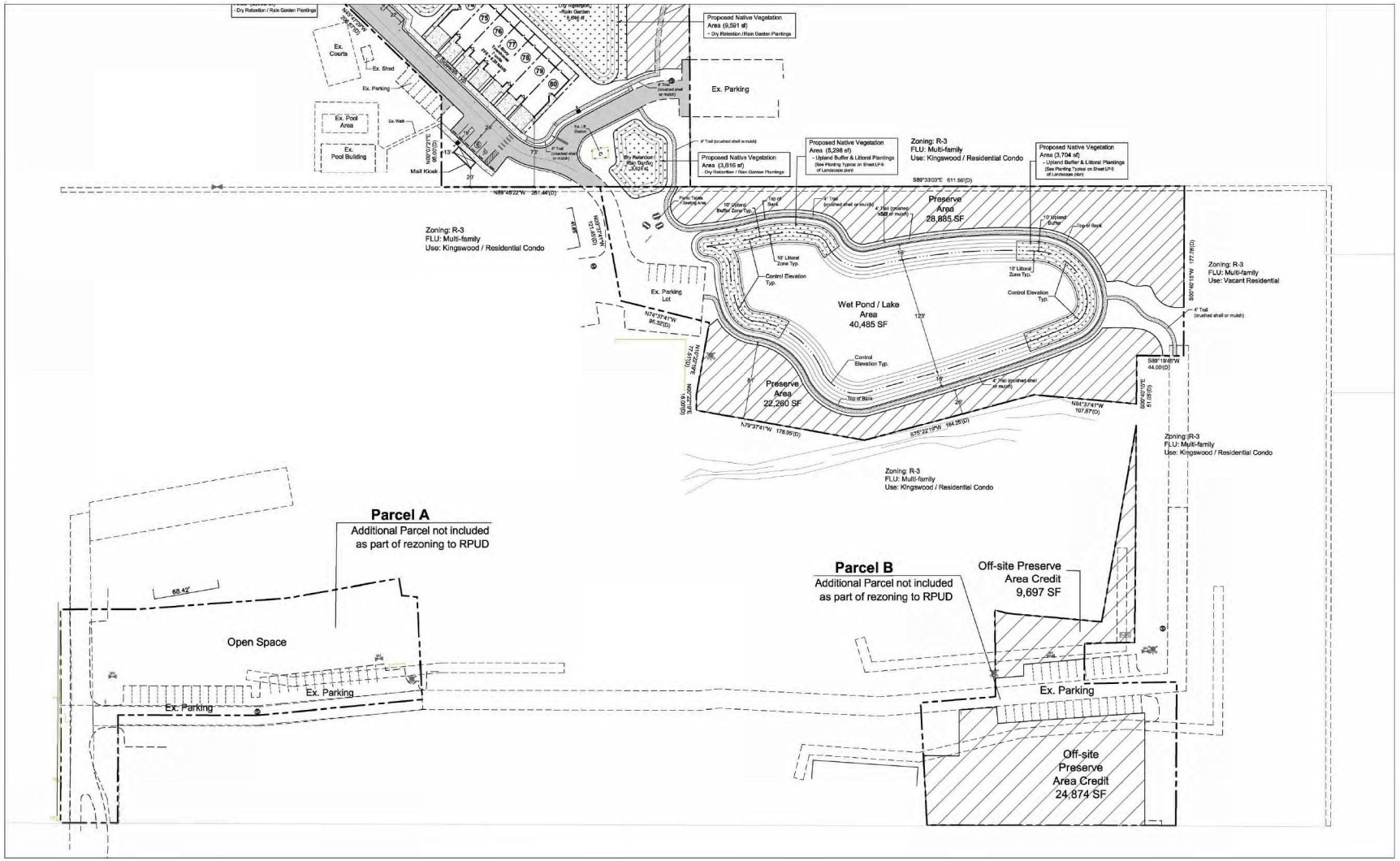
	12-05-19
Revision Dates	3-02-20

SP-2



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LANDSCAPE ARCHITECTURE
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Stuart Ocean Townhomes

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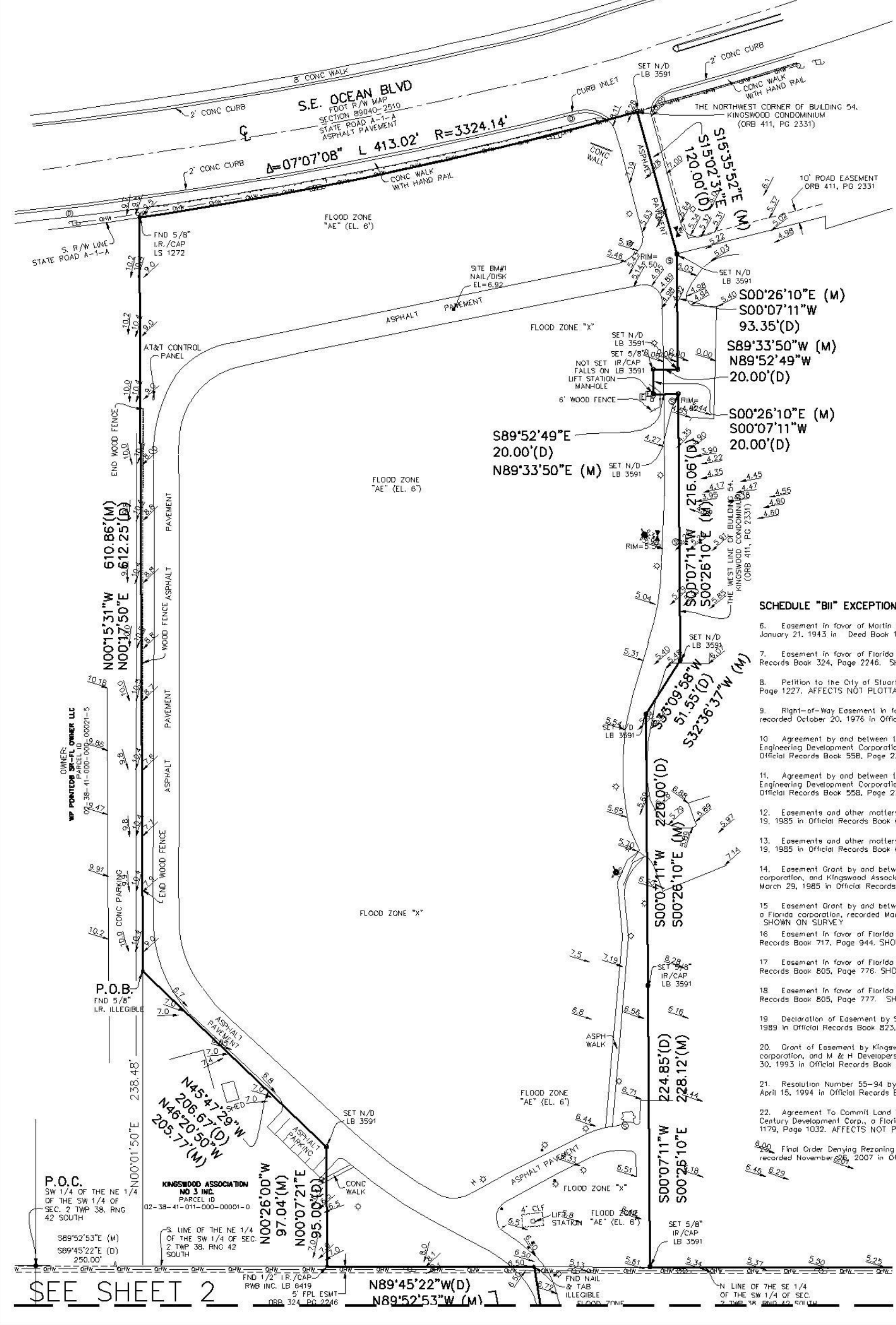
Job No. 19005
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 9-20-19
12-05-19
Revision Dates 3-02-20

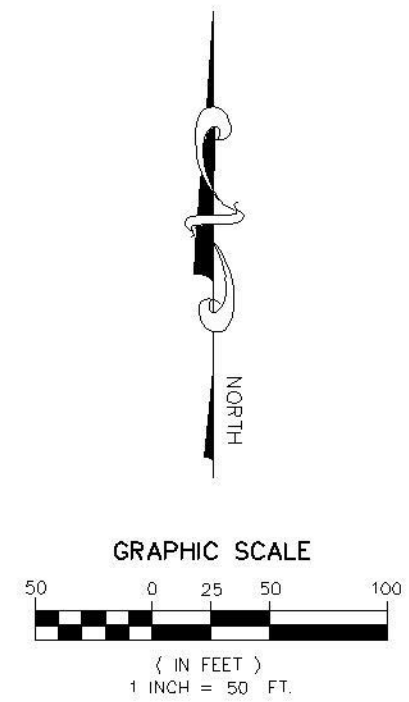
Scale: 1" = 50'
0' 25' 50' 100' 150'

North

SP-3

ALTA/NSPS LAND TITLE SURVEY





SCHEDULE "BII" EXCEPTIONS

6. Easement in favor of Martin County, a political subdivision of the State of Florida, recorded January 21, 1943 in Deed Book 12, Page 506. BLANKET EASEMENT

7. Easement in favor of Florida Power & Light Company recorded March 1, 1971 in Official Records Book 324, Page 2246. SHOWN ON SURVEY

8. Petition to the City of Stuart, Florida, recorded May 22, 1972 in Official Records Book 339, Page 1227. AFFECTS NOT PLOTTABLE

9. Right-of-Way Easement in favor of Southern Bell Telephone and Telegraph Company recorded October 20, 1976 in Official Records Book 408, Page 1241. AFFECTS NOT PLOTTABLE

10. Agreement by and between the City of Stuart, Florida, a municipal corporation, and Florida Engineering Development Corporation, a Florida corporation, recorded December 14, 1982 in Official Records Book 558, Page 2310. AFFECTS NOT PLOTTABLE

11. Agreement by and between the City of Stuart, Florida, a municipal corporation, and Florida Engineering Development Corporation, a Florida corporation, recorded December 14, 1982 in Official Records Book 558, Page 2323. AFFECTS NOT PLOTTABLE

12. Easements and other matters as shown on Kingswood South Site Plan recorded February 19, 1985 in Official Records Book 627, Page 2006. AFFECTS NOT PLOTTABLE

13. Easements and other matters as shown on Kingswood South Site Plan recorded February 19, 1985 in Official Records Book 627, Page 2394. AFFECTS NOT PLOTTABLE

14. Easement Grant by and between Florida Engineering Development Corporation, a Florida corporation, and Kingswood Association No. 4, Inc., a Florida not for profit corporation, recorded March 29, 1985 in Official Records Book 631, Page 1771.SHOWN ON SURVEY

15. Easement Grant by and between Angela McLaughlin and J Byrnes Development Group, Inc., a Florida corporation, recorded March 6, 1987 in Official Records Book 710, Page 1696. SHOWN ON SURVEY

16. Easement in favor of Florida Power & Light Company recorded April 30, 1987 in Official Records Book 717, Page 944. SHOWN ON SURVEY

17. Easement in favor of Florida Power & Light Company recorded March 30, 1989 in Official Records Book 805, Page 776. SHOWN ON SURVEY

18. Easement in favor of Florida Power & Light Company recorded March 30, 1989 in Official Records Book 805, Page 777. SHOWN ON SURVEY

19. Declaration of Easement by St. Lucie View, Inc., a Florida corporation, recorded August 10, 1989 in Official Records Book 823, Page 1885. SHOWN ON SURVEY

20. Grant of Easement by Kingswood Association No. 3, Inc., a Florida not-for-profit corporation, and M & H Developers of Palm Beach, Inc., a Florida corporation, recorded December 30, 1993 in Official Records Book 1048, Page 1055. SHOWN ON SURVEY

21. Resolution Number 55-94 by the City Commission of the City of Stuart, Florida, recorded April 15, 1994 in Official Records Book 1066, Page 880. AFFECTS PARCELS A, B AND C ONLY NOT PLOTTABLE

22. Agreement To Commit Land To Development by and between Angelo C. McLaughlin and Century Development Corp., a Florida corporation, recorded May 24, 1996 in Official Records Book 1179, Page 1032. AFFECTS NOT PLOTTABLE

23. Final Order Denying Rezoning by the City Commission of the City of Stuart, Florida, recorded November 26, 2007 in Official Record. AFFECTS NOT PLOTTABLE

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY FOR STATE ROAD A-1-A.

LESS AND EXCEPT THE WESTERLY 250.00 FEET THEREOF.

ALSO, LESS AND EXCEPT BUILDINGS 1 THROUGH 21, INCLUSIVE, BUILDINGS 33 THROUGH 43, INCLUSIVE, BUILDINGS 53 THROUGH 59, INCLUSIVE, RECREATION AREAS 1, 2 AND 3, AND SEWER PUMP STATIONS 1 AND 2, KINGSWOOD CONDOMINIUM APARTMENT BUILDINGS, ACCORDING TO THE DECLARATIONS OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 325, PAGE 1560, OFFICIAL RECORDS BOOK 332, PAGE 2706, OFFICIAL RECORDS BOOK 344, PAGE 1409, OFFICIAL RECORDS BOOK 359, PAGE 1191, OFFICIAL RECORDS BOOK 360, PAGE 546, OFFICIAL RECORDS BOOK 366, PAGE 1974, OFFICIAL RECORDS BOOK 366, PAGE 2065, OFFICIAL RECORDS BOOK 367, PAGE 2659, OFFICIAL RECORDS BOOK 369, PAGE 1771, OFFICIAL RECORDS BOOK 391, PAGE 1877, OFFICIAL RECORDS BOOK 392, PAGE 1887, OFFICIAL RECORDS BOOK 393, PAGE 1094, OFFICIAL RECORDS BOOK 399, PAGE 1214, OFFICIAL RECORDS BOOK 406, PAGE 504, OFFICIAL RECORDS BOOK 406, PAGE 593, OFFICIAL RECORDS BOOK 411, PAGE 2331 AND OFFICIAL RECORDS BOOK 426, PAGE 696, AND ANY AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, BEAR SOUTH 89°45'22" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 250.00 FEET; THENCE NORTH 00°17'50" EAST A DISTANCE OF 238.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°17'50" EAST A DISTANCE OF 612.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, SAID POINT BEING A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3,324.14 FEET, WHOSE CENTER BEARS NORTH 07°54'58" WEST, HAVING A CHORD BEARING AND DISTANCE OF NORTH 78°31'28" EAST 412.75 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°07'08", A DISTANCE OF 413.02 FEET TO THE NORTHWEST CORNER OF BUILDING 54, KINGSWOOD CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 411, PAGE 2331, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID KINGSWOOD CONDOMINIUM, SOUTH 15°02'31" EAST A DISTANCE OF 120.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 93.35 FEET; THENCE NORTH 89°52'49" WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°52'49" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 216.06 FEET; THENCE SOUTH 33°09'58" WEST A DISTANCE OF 51.55 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 220.00 FEET, THENCE CONTINUE SOUTH 00°07'11" WEST A DISTANCE OF 224.85 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTH 89°33'03" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 517.30 FEET; THENCE SOUTH 00°40'15" WEST A DISTANCE OF 177.78 FEET; THENCE NORTH 89°19'45" WEST A DISTANCE OF 5.00 FEET TO THE NORTHEAST CORNER OF THE 44 FOOT PARCEL ADDED TO KINGSWOOD CONDOMINIUM BUILDING NO. 109 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1117, PAGE 281, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID PARCEL, NORTH 89°19'45" WEST A DISTANCE OF 44.00 FEET; THENCE SOUTH 00°40'15" WEST A DISTANCE OF 51.05 FEET TO A POINT ON THE NORTH LINE OF THE DRAINAGE AREA CONVEYED TO KINGSWOOD ASSOCIATION NO. 3, INC., A FLORIDA NOT FOR PROFIT CORPORATION, AS RECORDED IN OFFICIAL RECORDS BOOK 476, PAGE 2524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID DRAINAGE AREA, NORTH 84°37'41" WEST A DISTANCE OF 107.87 FEET; THENCE SOUTH 75°22'19" WEST A DISTANCE OF 184.25 FEET; THENCE NORTH 79°37'41" WEST A DISTANCE OF 178.95 FEET TO A POINT ON THE EAST LINE OF RECREATION AREA NO. 4 PARCEL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1501, PAGE 1564, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID RECREATION AREA NO. 4 PARCEL, NORTH 00°22'19" EAST A DISTANCE OF 16.00 FEET; THENCE NORTH 10°22'19" EAST A DISTANCE OF 77.51 FEET; THENCE NORTH 74°37'41" WEST A DISTANCE OF 95.32 FEET; THENCE LEAVING SAID RECREATION AREA NO. 4 PARCEL, NORTH 09°37'41" WEST A DISTANCE OF 121.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 89°45'22" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 167.61 FEET; THENCE NORTH 00°07'21" EAST A DISTANCE OF 95.00 FEET; THENCE NORTH 45°47'29" WEST A DISTANCE OF 206.67 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN MARTIN COUNTY, FLORIDA.

CONTAINING 481,103 SQ. FT. / 11.045 ACRES, MORE OR LESS. (M)

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TOGETHER WITH:

PARCEL A:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID SECTION 2, THENCE BEAR SOUTH 89°32'19" EAST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 1,333.00 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 00°21'51" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 665.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 00°21'51" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 223.11 FEET TO A POINT ON THE SOUTH LINE OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT BUILDING NO. 127 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 637, PAGE 1736, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES, ALONG THE SOUTH LINE OF BUILDING NO 127 PARCEL, SOUTH 89°44'25" EAST A DISTANCE OF 81.08 FEET; THENCE NORTH 86°04'20" EAST A DISTANCE OF 157.10 FEET TO THE SOUTHWEST CORNER OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT BUILDING NO. 129 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 597, PAGE 389, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 80°22'19" EAST, ALONG THE SOUTH LINE OF SAID BUILDING NO. 129 PARCEL, A DISTANCE OF 118.87 FEET TO A POINT ON WEST LINE OF THE DRAINAGE AREA CONVEYED TO KINGSWOOD ASSOCIATION NO. 3, INC., A FLORIDA NOT FOR PROFIT CORPORATION, AS RECORDED IN OFFICIAL RECORDS BOOK 476, PAGE 2524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID DRAINAGE AREA, SOUTH 09°37'41" EAST A DISTANCE OF 18.13 FEET; THENCE SOUTH 84°37'41" EAST A DISTANCE OF 15.97 FEET TO THE NORTHWEST CORNER OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT BUILDING NO. 121 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 729, PAGE 317, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 02°32'41" EAST, ALONG THE WEST LINE OF SAID BUILDING NO. 121 PARCEL, A DISTANCE OF 107.60 FEET TO A POINT ON THE NORTH LINE OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT NO. 124 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 739, PAGE 537, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 84°58'52" WEST, ALONG THE NORTH LINE OF SAID BUILDING NO. 124 PARCEL, AND THE NORTH LINE OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT NO. 126 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 719, PAGE 2289, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 147.38 FEET; THENCE SOUTH 85°01'04" WEST A DISTANCE OF 27.38 FEET TO THE NORTHEAST CORNER OF KINGSWOOD CONDOMINIUM, PHASE THREE, APARTMENT BUILDING NO. 128 PARCEL; THENCE NORTH 89°32'40" WEST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 145.35 FEET; THENCE SOUTH 00°21'51" WEST, ALONG THE WEST LINE OF SAID BUILDING NO. 128 PARCEL, A DISTANCE OF 112.67 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 89°31'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN MARTIN COUNTY, FLORIDA.

CONTAINING 50,929 SQ. FT. / 1.169 ACRES, MORE OR LESS. (M)

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

LEGEND

ASPH – ASPHALT
L – ARC LENGTH
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
F.P.L.–FLORIDA POWER & LIGHT
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS – PAGE(S)
R – RADIUS
R/W – RIGHT-OF-WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
RPZ/DDCV
(D) – DEED
(M) – MEASURED
NO ID – NO IDENTIFICATION
N/D – NAIL/DISC

0.00 EXISTING ELEVATION
SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
– LIGHT POLE
– FIRE HYDRANT
– CATCH BASIN
– WATER VALVE
– SET 5/8" IR/CAP LB 3591
– SET NAIL/DISC LB 3591
– SANITARY MANHOLE
– DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
– CENTER LINE
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CONCRETE POWER POLE

DESCRIPTION CONTINUED:

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE BEAR SOUTH 89°32'19" EAST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 1,333.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 00°21'51" EAST, ALONG SAID WEST LINE, A DISTANCE OF 665.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTH 89°31'49" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 909.51 FEET TO THE SOUTHEAST CORNER OF KINGSWOOD CONDOMINIUM APARTMENT BUILDING NO 118 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 790, PAGE 985, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE PROCEED NORTH 02°40'00" WEST, ALONG THE EASTERLY LINE OF SAID BUILDING NO. 118 PARCEL, A DISTANCE OF 127.86 FEET TO A POINT ON THE SOUTH LINE OF KINGSWOOD APARTMENT BUILDING NO. 115 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 790, PAGE 938, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID PARCEL, NORTH 85°41'06" EAST, A DISTANCE OF 78.68 FEET, THENCE NORTH 00°00'00" EAST A DISTANCE OF 90.73 FEET TO A POINT ON THE SOUTH LINE OF THE DRAINAGE AREA CONVEYED TO KINGSWOOD ASSOCIATION NO. 3, INC., A FLORIDA NOT FOR PROFIT CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 476, PAGE 2524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID DRAINAGE AREA, SOUTH 74°37'41" EAST A DISTANCE OF 13.88 FEET; THENCE SOUTH 84°37'41" EAST A DISTANCE OF 98.97 FEET; THENCE NORTH 10°22'19" EAST A DISTANCE OF 208.26 FEET TO A POINT ON THE WEST LINE OF THE 44 FOOT PARCEL ADDED TO KINGSWOOD CONDOMINIUM BUILDING NO. 109 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1117, PAGE 281, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 00°40'15" WEST, ALONG SAID WEST LINE, A DISTANCE OF 84.86 FEET TO THE NORTHWESTERLY CORNER OF THE PARCEL CONVEYED TO KINGSWOOD ASSOCIATION NO. 3, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AS RECORDED IN OFFICIAL RECORDS BOOK 1364, PAGE 768, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID PARCEL, SOUTH 00°48'55" WEST A DISTANCE OF 141.90 FEET; THENCE SOUTH 89°19'45" WEST A DISTANCE OF 52.58 FEET; THENCE SOUTH 00°40'15" WEST A DISTANCE OF 42.07 FEET; THENCE NORTH 89°19'45" EAST A DISTANCE OF 96.95 FEET TO A POINT ON THE WESTERLY LINE OF KINGSWOOD CONDOMINIUM BUILDING NO. 112 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 814, PAGE 757, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 00°40'15" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL, A DISTANCE OF 149.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 89°31'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 261.03 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN MARTIN COUNTY, FLORIDA.

CONTAINING 49,374 SQ. FT. / 1.134 ACRES, MORE OR LESS. (M)

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

1. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
2. LANDS SHOWN HEREON WERE ABSTRACTED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT ORDER NO.:7566276, DATED MARCH 28, 2019 @ 8:00 AM.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF SECTION 2 TOWNSHIP 38 SOUTH, RANGE 41 EAST, BEARING S89°32'19"E.
5. THE 'DESCRIPTION' SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
6. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. FLOOD ZONE: "AE"(6') AND "X", COMMUNITY PANEL NO. 120161 0154 G; DATE: MARCH 6, 2015.
9. BENCHMARK ORIGIN DESCRIPTION: MARTIN COUNTY BENCHMARK #890158. ELEVATION = 5.48' NAVD.
10. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL, CEMETARY OR BURIAL GROUND.
11. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE SURFACE EVIDENCE OF EARTH MOVING WORK OR BUILDING CONSTRUCTION.
12. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OR CHANGES IN STREET RIGHT-OF-WAY LINES.
13. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVED EVIDENCE OF WETLANDS DELINEATED BY APPROPRIATE AUTHORITIES.
14. ADDED ELEVATIONS REQUESTED BY PROJECT ENGINEER. FIELD WORK COMPLETED 04-21-2020.

CERTIFICATE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 11, 12, 13, 16, 17, 18, AND 19. DATE OF FIELD WORK 4/19/19.

I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, P.S.M.
REG. LAND SURVEYOR #6272
STATE OF FLORIDA–LB 3591

REVISIONS	DATE	BY
ADDED FENCE LOCATION ALONG WEST PROPERTY LINE	5/22/2020	RLF
ADDED ELEVATIONS REQUESTED BY ENGINEER	04-22-2020	RLF

FILE NAME 8164-1-SURVEY

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

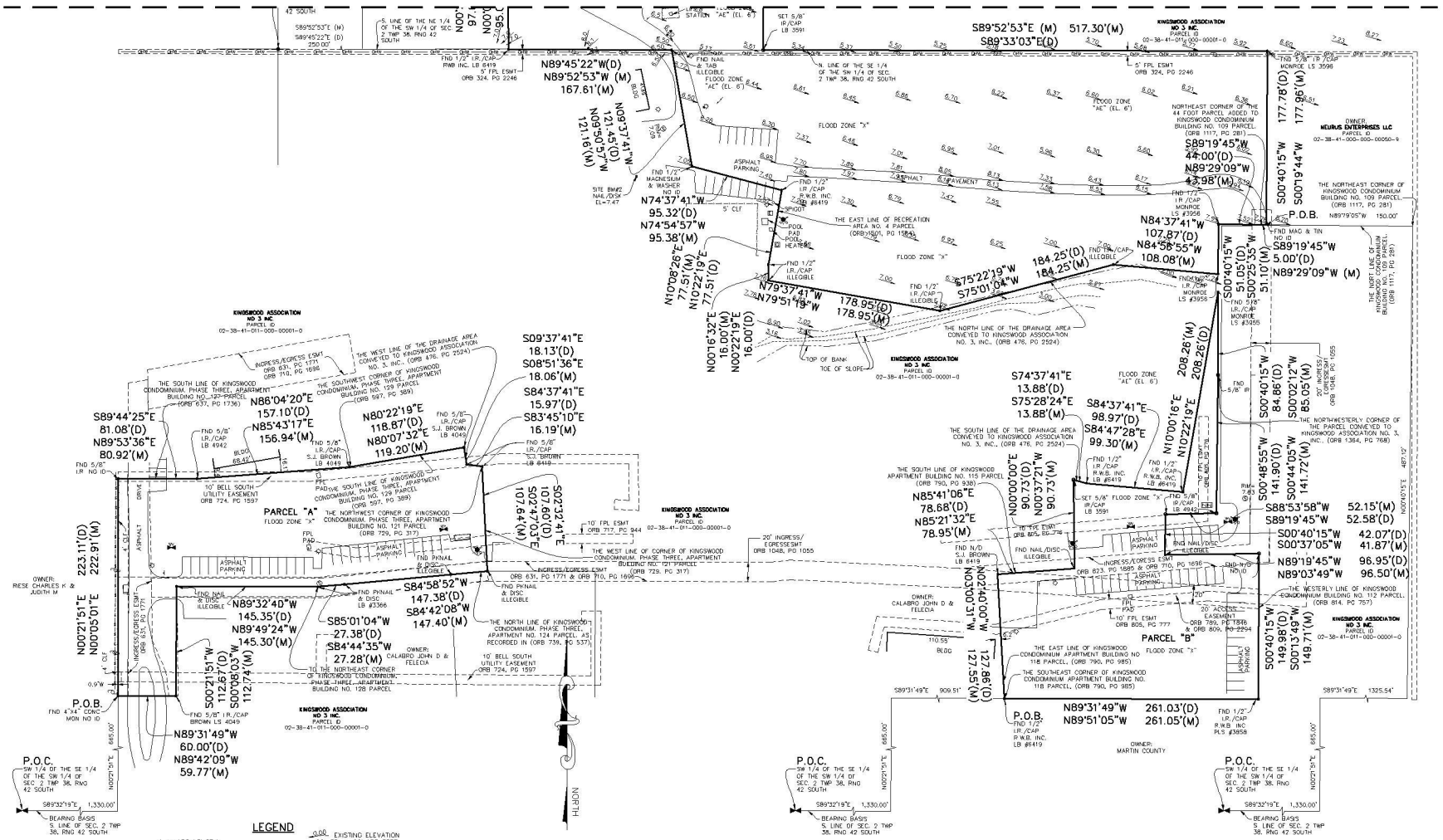
STUART PROPERTY 13.3 ACRES
A PORTION OF SW 1/4
SEC. 2, TWP 38, RNG 41
ALTA/NSPS LAND TITLE SURVEY

DATE	5/01/2019
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	1"=50'

JOB # 8164-1
SHT.NO. 1
OF 2 SHEETS

ALTA/NSPS LAND TITLE SURVEY

SEE SHEET 1



REVISIONS	DATE	BY
FILE NAME 8164-1-SURVEY		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LAND PLANNING SURVEYING
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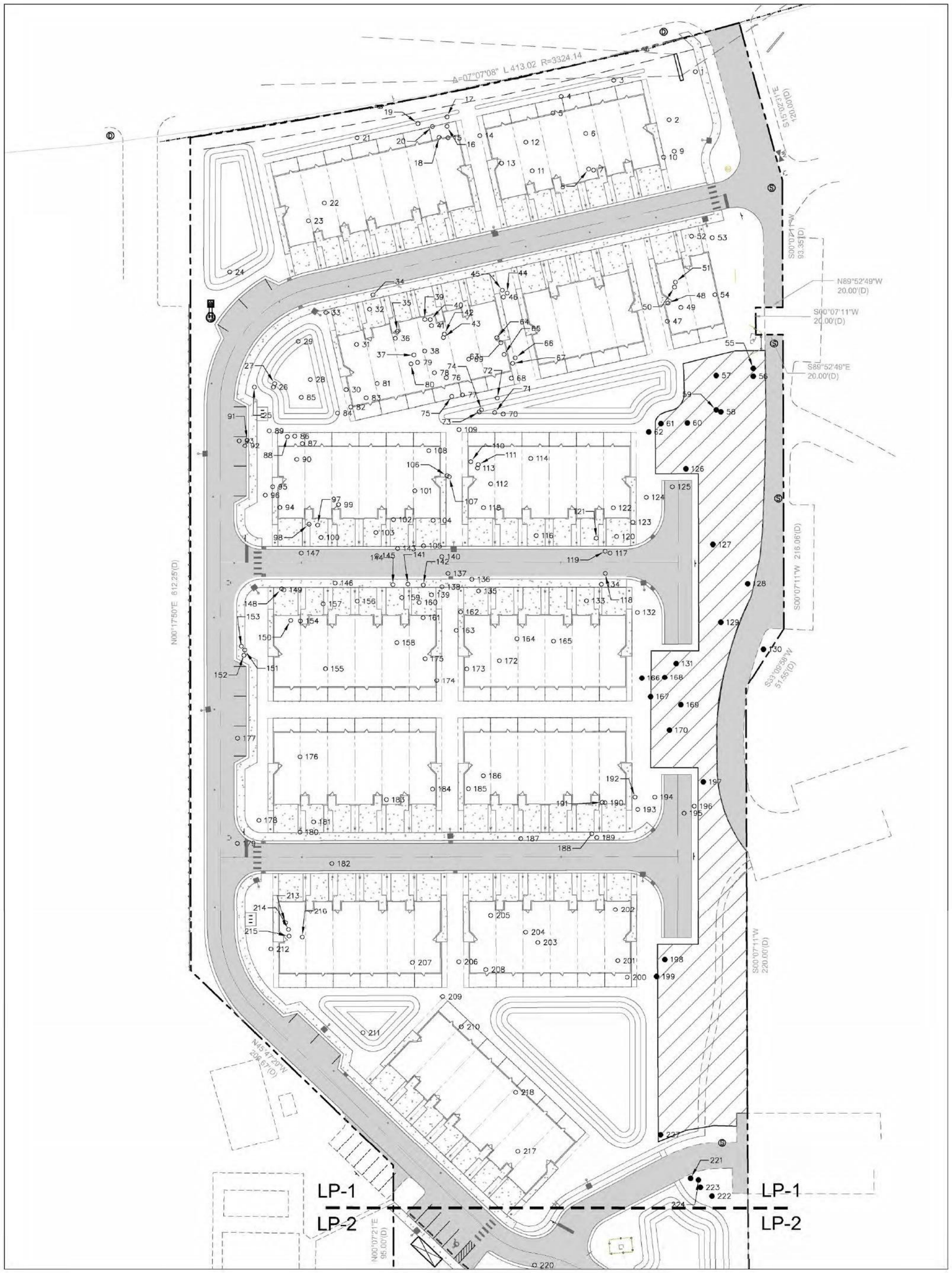
STUART PROPERTY 13.3 ACRES
A PORTION OF SW 1/4
SEC. 2, TWP 38, RNG 41
ALTA/NSPS LAND TITLE SURVEY

DATE	5/01/2019
DRAWN BY	RF
F.B / PG.	N/A
SCALE	1"=50'

JOB # 8164-1
SHT.NO. 2
OF 2 SHEETS



08082020 CCM

Existing Tree Chart

Tree No.	Species	Size DBH	Protected	Description	Status
1	Laurel Oak	22	Yes		Remove
2	Slash Pine	18	Yes		Remove
3	Slash Pine	19	Yes		Remove
4	Laurel Oak	7	Yes		Remove
5	Slash Pine	15	Yes		Remove
6	Laurel Oak	12	Yes	multi-stem	Remove
7	Laurel Oak	5	Yes	multi-stem	Remove
8	Laurel Oak	5	Yes	multi-stem	Remove
9	Slash Pine	15	Yes		Remove
10	Laurel Oak	17	Yes		Remove
11	Laurel Oak	5	Yes	multi-stem	Remove
12	Slash Pine	19	Yes		Remove
13	Laurel Oak	5	Yes		Remove
14	Laurel Oak	9	Yes		Remove
15	Laurel Oak	17	Yes		Remove
16	Laurel Oak	8	Yes		Remove
17	Laurel Oak	6	Yes		Remove
18	Laurel Oak	6	Yes		Remove
19	Laurel Oak	7	Yes		Remove
20	Laurel Oak	17	Yes		Remove
21	Laurel Oak	26	Yes		Remove
22	Slash Pine	10	Yes		Remove
23	Slash Pine	12	Yes		Remove
24	Laurel Oak	21	Yes		Remove
25	Slash Pine	15	Yes		Remove
26	Laurel Oak	8	Yes		Remove
27	Slash Pine	15	Yes		Remove
28	Laurel Oak	9	Yes		Remove
* 29	Laurel Oak	7	Yes		Relocate
30	Laurel Oak	10	Yes		Remove
31	Laurel Oak	15	Yes		Remove
32	Laurel Oak	12	Yes		Remove
33	Laurel Oak	10	Yes		Remove
34	Slash Pine	10	Yes		Remove
35	Slash Pine	14	Yes		Remove
36	Laurel Oak	7	Yes		Remove
37	Laurel Oak	8	Yes		Remove
38	Slash Pine	10	Yes		Remove
39	Laurel Oak	7	Yes		Remove
40	Laurel Oak	7	Yes		Remove
41	Laurel Oak	7	Yes		Remove
42	Slash Pine	13	Yes		Remove
43	Slash Pine	13	Yes		Remove
44	Slash Pine	13	Yes		Remove
45	Slash Pine	10	Yes		Remove
46	Slash Pine	19	Yes		Remove
47	Live Oak	18	Yes		Remove
48	Live Oak	5	Yes		Remove
49	Live Oak	7	Yes		Remove
50	Live Oak	8	Yes		Remove
51	Live Oak	10	Yes	multi-stem	Remove
52	Live Oak	7	Yes		Remove
53	Live Oak	14	Yes		Remove
54	Slash Pine	23	Yes		Remove
55	Slash Pine	14	Yes		Preserve
56	Slash Pine	15	Yes		Preserve
57	Slash Pine	16	Yes		Preserve
58	Live Oak	5	Yes		Preserve
59	Live Oak	12	Yes		Preserve
60	Live Oak	6	Yes		Preserve
61	Live Oak	8	Yes	multi-stem	Preserve
62	Live Oak	5	Yes		Preserve
63	Slash Pine	16	Yes		Remove
64	Slash Pine	16	Yes		Remove
65	Slash Pine	12	Yes		Remove
66	Slash Pine	14	Yes		Remove
67	Live Oak	5	Yes	multi-stem	Remove
68	Slash Pine	17	Yes		Remove
69	Slash Pine	11	Yes		Remove
70	Slash Pine	24	Yes		Remove
71	Slash Pine	14	Yes		Remove
72	Slash Pine	10	Yes		Remove
73	Slash Pine	15	Yes		Remove
74	Slash Pine	13	Yes		Remove
75	Live Oak	8	Yes		Remove
76	Slash Pine	10	Yes		Remove
77	NA		Yes		
78	Slash Pine	12	Yes		Remove
79	Live Oak	6	Yes		Remove
80	Slash Pine	10	Yes		Remove
81	Slash Pine	14	Yes		Remove
82	Slash Pine	12	Yes		Remove
83	Dahoon Holly	5	Yes		Remove
84	Slash Pine	11	Yes		Remove
85	Slash Pine	15	Yes		Remove
86	Slash Pine	17	Yes		Remove
87	Slash Pine	10	Yes		Remove
88	Slash Pine	10	Yes		Remove
89	Slash Pine	15	Yes		Remove
90	Slash Pine	16	Yes		Remove
91	Live Oak	6	Yes		Remove
92	Live Oak	7	Yes		Remove
93	Slash Pine	11	Yes		Remove
94	Live Oak	11	Yes		Remove
95	Live Oak	8	Yes		Remove
96	Live Oak	6	Yes		Remove
97	Slash Pine	11	Yes		Remove
98	Slash Pine	11	Yes		Remove
99	Slash Pine	14	Yes		Remove
100	Live Oak	6	Yes		Remove
101	Slash Pine	19	Yes		Remove
102	Slash Pine	15	Yes		Remove
103	Live Oak	10	Yes		Remove
104	Slash Pine	13	Yes		Remove
105	Slash Pine	12	Yes		Remove
106	Dahoon Holly	5	Yes		Remove
107	Slash Pine	12	Yes		Remove
108	Laurel Oak	8	Yes		Remove
109	Laurel Oak	6	Yes		Remove
110	Slash Pine	10	Yes		Remove
111	Slash Pine	12	Yes		Remove
112	Slash Pine	15	Yes		Remove
113	Slash Pine	13	Yes		Remove
114	Live Oak	6	Yes	multi-stem	Remove
115	Slash Pine	18	Yes		Remove
116	Slash Pine	12	Yes		Remove
117	Slash Pine	10	Yes		Remove
118	Live Oak	6	Yes		Remove
119	Slash Pine	13	Yes		Remove
* 120	Live Oak	7	Yes		Relocate
* 121	Live Oak	7	Yes		Relocate
* 122	Live Oak	6	Yes		Relocate
123	Live Oak	11	Yes		Remove
* 124	Live Oak	6	Yes		Relocate
125	Live Oak	10	Yes		Remove
126	Live Oak	6	Yes		Preserve
127	Live Oak	21	Yes		Preserve
128	Live Oak	17	Yes		Preserve
129	Slash Pine	15	Yes		Preserve
130	Slash Pine	17	Yes		Preserve
131	Live Oak	19	Yes		Preserve
132	Slash Pine	23	Yes		Remove
133	Slash Pine	10	Yes		Remove
134	Live Oak	11	Yes		Remove
135	Slash Pine	12	Yes		Remove
136	Slash Pine	15	Yes		Remove
137	Slash Pine	11	Yes		Remove
138	Slash Pine	11	Yes		Remove
139	Slash Pine	9	No		Remove
140	Slash Pine	17	Yes		Remove
141	Slash Pine	18	Yes		Remove
142	Slash Pine	10	Yes		Remove
143	Slash Pine	15	Yes		Remove
144	Slash Pine	10	Yes		Remove
145	Slash Pine	14	Yes		Remove
146	Slash Pine	11	Yes		Remove
147	Live Oak	10	Yes		Remove
148	Live Oak	7	Yes		Remove
149	Slash Pine	22	Yes		Remove
150	Slash Pine	13	Yes		Remove
151	Sand Oak	4	No		Remove
152	Sand Oak	6	No		Remove
153	Sand Oak	11	No		Remove
154	Slash Pine	15	Yes		Remove
155	Slash Pine	12	Yes		Remove
156	Slash Pine	14	Yes		Remove
157	Slash Pine	11	Yes		Remove
158	Slash Pine	14	Yes		Remove
159	Slash Pine	13	Yes		Remove
160	Slash Pine	13	Yes		Remove
161	Slash Pine	11	Yes		Remove
162	Slash Pine	18	Yes		Remove
163	Slash Pine	14	Yes		Remove
164	Slash Pine	15	Yes		Remove
165	Sand Oak	6	No		Remove
166	Slash Pine	18	Yes		Preserve
167	Slash Pine	10	Yes		Preserve
168	Slash Pine	15	Yes		Preserve
169	Slash Pine	19	Yes		Preserve
170	Slash Pine	19	Yes		Preserve
171	Slash Pine	21	Yes		Remove
172	Slash Pine	19	Yes		Remove
173	Slash Pine	14	Yes		Remove
174	Slash Pine	11	Yes		Remove
175	Slash Pine	10	Yes		Remove
176	Slash Pine	15	Yes		Remove
177	Slash Pine	14	Yes		Remove
178	Sand Pine	5	No		Remove
179	Sand Pine	7	No		Remove
180	Sand Pine	7	No		Remove
181	Sand Pine	5	No		Remove
182	Sand Oak	5	No		Remove
183	Sand Oak	8	No		Remove
184	Slash Pine	19	Yes		Remove
185	Slash Pine	17	Yes		Remove
186	Slash Pine	18	Yes		Remove
187	Slash Pine	19	Yes		Remove
188	Sand Oak	9	No		Remove
189	Sand Oak	9	No		Remove
190	Sand Oak	5	No		Remove
191	Sand Oak	8	No		Remove
192	Sand Oak	8	No		Remove
193	Sand Oak	5	No		Remove
194	Sand Oak	8	No		Remove
195	Slash Pine	13	Yes		Remove
196	Slash Pine	13	Yes		Remove
197	Slash Pine	13	Yes		Preserve
198	Sand Oak	4	No		Preserve
199	Sand Oak	10	No		Preserve
200	Sand Oak	11	No		Remove
201	Sand Oak	11	No		Remove
202	Sand Oak	7	No		Remove
203	Sand Oak	7	No		Remove
204	Sand Oak	12	No		Remove
205	Sand Oak	5	No		Remove
206	Sand Oak	5	No		Remove
207	Sand Oak	5	No		Remove
208	Sand Oak	11	No		Remove
209	Sand Oak	9	No		Remove
210	Cedar	10	Yes		Remove
211	Sand Oak	10	No		Remove
212	Sand Oak	9	No		Remove
213	Sand Oak	6	No		Remove
214	Sand Oak	4	No		Remove
215	Sand Oak	5	No		Remove
216	Sand Oak	7	No		Remove
217	Slash Pine	17	Yes		Remove
218	Sand Pine	8	No		Remove
219	Slash Pine	20	Yes		Preserve
220	Slash Pine	16	Yes		Remove
221	Slash Pine	11	Yes		Preserve
222	Slash Pine	15	Yes		Preserve
223	Slash Pine	11	Yes		Preserve
224	Slash Pine	16	Yes		Preserve
225	Slash Pine	24	Yes		Preserve
226	Slash Pine	18	Yes		Preserve
227	Slash Pine	16	Yes		Preserve
228	Slash Pine	18	Yes		Preserve
229	Slash Pine	17	Yes		Preserve
230	Slash Pine	16	Yes		Preserve
231	Slash Pine	25	Yes		Preserve
232	Slash Pine	14	Yes		Preserve
233	Slash Pine	19	Yes		Preserve
234	Slash Pine	16	Yes		Preserve
235	Slash Pine	15	Yes		Off-site
236	Sand Oak	12	No		Off-site
237	Slash Pine	16	Yes		Remove
238	Sand Oak	8	No		Remove
239	Slash Pine	11	Yes		Preserve
240	Slash Pine	16	Yes		Preserve
241	Slash Pine	11	Yes		Preserve
242	Slash Pine	20	Yes		Preserve
243	Banyan	348	Yes	multi-stem	Preserve
244	Sand Pine	10	Yes		Off-site
245	Slash Pine	16	Yes		Off-site
246	Slash Pine	18	Yes		Off-site
247	Slash Pine	20	Yes		Preserve
248	Slash Pine	15	Yes		Preserve
249	Slash Pine	16	Yes		Preserve
250	Sand Pine	7	Yes		Preserve
251	Live Oak	9	Yes		Preserve
252	Sand Pine	9	Yes		Off-site
253	Live Oak	8	Yes		Preserve
254	Slash Pine	24	Yes		Preserve

Protected Tree Removal Summary

Protected Specimen Trees (Hardwood)

Total Inches (DBH) to be Removed	522 Inches
Total Inches (DBH) for Replacement (522 x 2.5)	1,305 Inches

Protected Specimen Pines (Softwood)

Total Inches (DBH) to be Removed	1,413 Inches
Total Inches (DBH) to be Replaced (1,429 x 1.5)	2,143.5 Inches

Legend

- Ex. Trees to be Preserved
- * Ex. Trees to be Relocated (1 Laurel Oak & 4 Live Oaks)
- Ex. Trees to be Removed

Notes

1. See Sheet LP-6 for applicable details and notes related to Tree Protection Barricades and Root Pruning / Tree Relocation.
2. See Sheet LP-3 for the location of Relocated Trees.
3. See Tree Mitigation data on Sheet LP-3 for proposed replacement inches.

Scale: 1" = 40'

0' 20' 40' 80' 120'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
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Existing Tree Survey / Removal Plan

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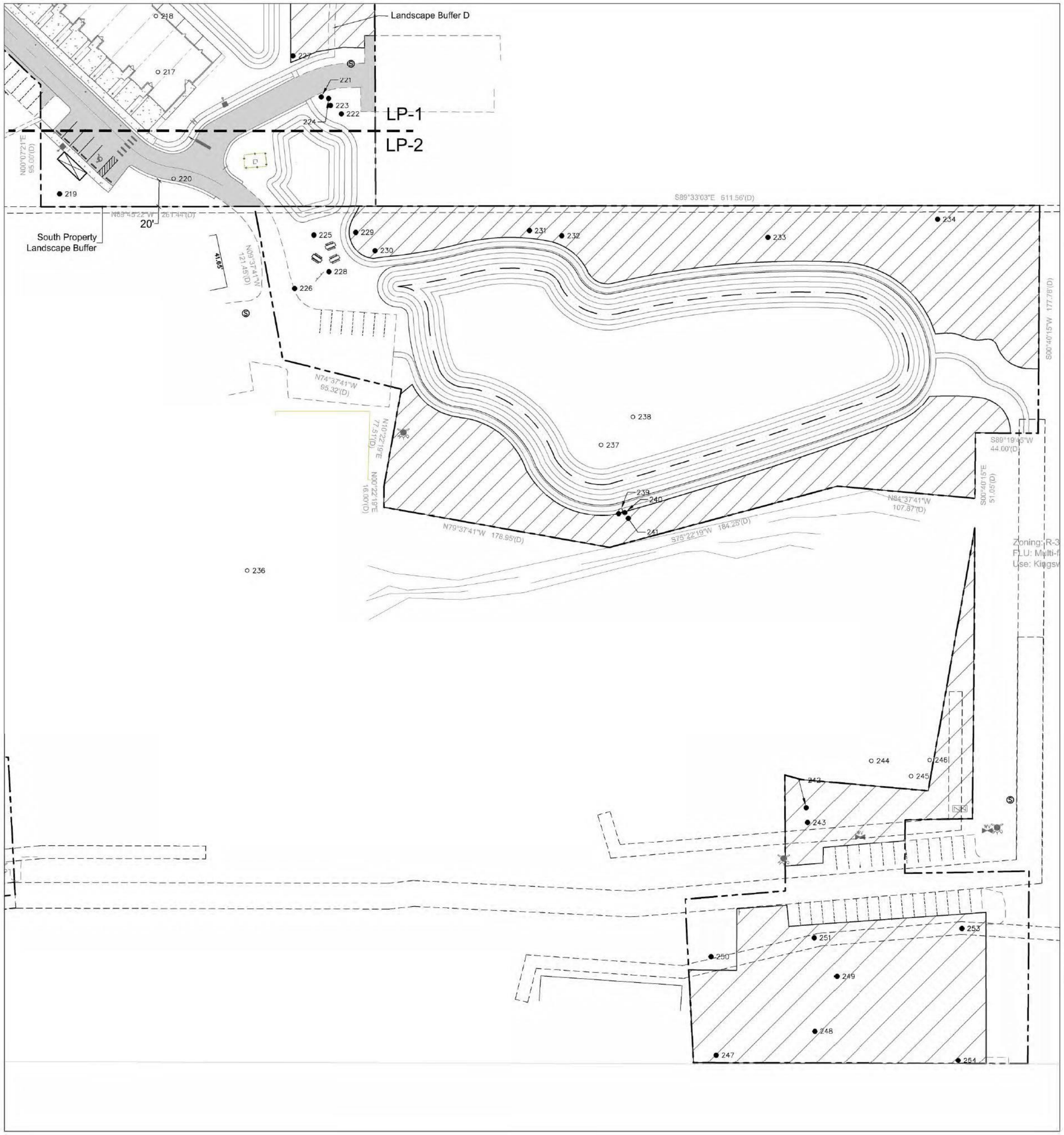
Job No.	19005
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	9-20-19
	12-05-19 1-16-20
Revision Dates	3-5-20

LP-1



Existing Tree Chart

Tree No.	Species	Size DBH	Protected	Description	Status
1	Laurel Oak	22	Yes		Remove
2	Slash Pine	18	Yes		Remove
3	Slash Pine	19	Yes		Remove
4	Laurel Oak	7	Yes		Remove
5	Slash Pine	15	Yes		Remove
6	Laurel Oak	12	Yes	multi-stem	Remove
7	Laurel Oak	5	Yes	multi-stem	Remove
8	Laurel Oak	5	Yes	multi-stem	Remove
9	Slash Pine	15	Yes		Remove
10	Slash Pine	17	Yes		Remove
11	Laurel Oak	5	Yes	multi-stem	Remove
12	Slash Pine	19	Yes		Remove
13	Laurel Oak	5	Yes		Remove
14	Laurel Oak	9	Yes		Remove
15	Laurel Oak	17	Yes		Remove
16	Laurel Oak	8	Yes		Remove
17	Laurel Oak	6	Yes		Remove
18	Laurel Oak	6	Yes		Remove
19	Laurel Oak	7	Yes		Remove
20	Laurel Oak	17	Yes		Remove
21	Laurel Oak	26	Yes		Remove
22	Slash Pine	10	Yes		Remove
23	Slash Pine	12	Yes		Remove
24	Laurel Oak	21	Yes		Remove
25	Slash Pine	15	Yes		Remove
26	Laurel Oak	8	Yes		Remove
27	Slash Pine	15	Yes		Remove
28	Laurel Oak	9	Yes		Remove
* 29	Laurel Oak	7	Yes		Relocate
30	Laurel Oak	10	Yes		Remove
31	Laurel Oak	15	Yes		Remove
32	Laurel Oak	12	Yes		Remove
33	Laurel Oak	10	Yes		Remove
34	Slash Pine	10	Yes		Remove
35	Slash Pine	14	Yes		Remove
36	Laurel Oak	7	Yes		Remove
37	Laurel Oak	8	Yes		Remove
38	Slash Pine	10	Yes		Remove
39	Laurel Oak	7	Yes		Remove
40	Laurel Oak	7	Yes		Remove
41	Laurel Oak	7	Yes		Remove
42	Slash Pine	13	Yes		Remove
43	Slash Pine	13	Yes		Remove
44	Slash Pine	13	Yes		Remove
45	Slash Pine	10	Yes		Remove
46	Slash Pine	19	Yes		Remove
47	Live Oak	18	Yes		Remove
48	Live Oak	5	Yes		Remove
49	Live Oak	7	Yes		Remove
50	Live Oak	8	Yes		Remove
51	Live Oak	10	Yes	multi-stem	Remove
52	Live Oak	7	Yes		Remove
53	Live Oak	14	Yes		Remove
54	Slash Pine	23	Yes		Remove
55	Slash Pine	14	Yes		Preserve
56	Slash Pine	15	Yes		Preserve
57	Slash Pine	16	Yes		Preserve
58	Live Oak	5	Yes		Preserve
59	Live Oak	12	Yes		Preserve
60	Live Oak	6	Yes		Preserve
61	Live Oak	8	Yes	multi-stem	Preserve
62	Live Oak	5	Yes		Preserve
63	Slash Pine	16	Yes		Remove
64	Slash Pine	16	Yes		Remove
65	Slash Pine	12	Yes		Remove
66	Slash Pine	14	Yes		Remove
67	Live Oak	5	Yes	multi-stem	Remove
68	Slash Pine	17	Yes		Remove
69	Slash Pine	11	Yes		Remove
70	Slash Pine	24	Yes		Remove
71	Slash Pine	14	Yes		Remove
72	Slash Pine	10	Yes		Remove
73	Slash Pine	15	Yes		Remove
74	Slash Pine	13	Yes		Remove
75	Live Oak	8	Yes		Remove
76	Slash Pine	10	Yes		Remove
77	NA		Yes		
78	Slash Pine	12	Yes		Remove
79	Live Oak	6	Yes		Remove
80	Slash Pine	10	Yes		Remove
81	Slash Pine	14	Yes		Remove
82	Slash Pine	12	Yes		Remove
83	Dahoon Holly	5	Yes		Remove
84	Slash Pine	11	Yes		Remove
85	Slash Pine	15	Yes		Remove
86	Slash Pine	17	Yes		Remove
87	Slash Pine	10	Yes		Remove
88	Slash Pine	10	Yes		Remove
89	Slash Pine	15	Yes		Remove
90	Slash Pine	16	Yes		Remove
91	Live Oak	6	Yes		Remove
92	Live Oak	7	Yes		Remove
93	Slash Pine	11	Yes		Remove
94	Live Oak	11	Yes		Remove
95	Live Oak	8	Yes		Remove
96	Live Oak	6	Yes		Remove
97	Slash Pine	11	Yes		Remove
98	Slash Pine	11	Yes		Remove
99	Slash Pine	14	Yes		Remove
100	Live Oak	6	Yes		Remove
101	Slash Pine	19	Yes		Remove
102	Slash Pine	15	Yes		Remove
103	Live Oak	10	Yes		Remove
104	Slash Pine	13	Yes		Remove
105	Slash Pine	12	Yes		Remove
106	Dahoon Holly	5	Yes		Remove
107	Slash Pine	12	Yes		Remove
108	Laurel Oak	8	Yes		Remove
109	Laurel Oak	6	Yes		Remove
110	Slash Pine	10	Yes		Remove
111	Slash Pine	12	Yes		Remove
112	Slash Pine	15	Yes		Remove
113	Slash Pine	13	Yes		Remove
114	Live Oak	6	Yes	multi-stem	Remove
115	Slash Pine	18	Yes		Remove
116	Slash Pine	12	Yes		Remove
117	Slash Pine	10	Yes		Remove
118	Live Oak	6	Yes		Remove
119	Slash Pine	13	Yes		Remove
* 120	Live Oak	7	Yes		Relocate
* 121	Live Oak	7	Yes		Relocate
* 122	Live Oak	6	Yes		Relocate
123	Live Oak	11	Yes		Remove
* 124	Live Oak	6	Yes		Relocate
125	Live Oak	10	Yes		Remove
126	Live Oak	6	Yes		Preserve
127	Live Oak	21	Yes		Preserve
128	Live Oak	17	Yes		Preserve
129	Slash Pine	15	Yes		Preserve
130	Slash Pine	17	Yes		Preserve
131	Live Oak	19	Yes		Preserve
132	Slash Pine	23	Yes		Remove
133	Slash Pine	10	Yes		Remove
134	Live Oak	11	Yes		Remove
135	Slash Pine	12	Yes		Remove
136	Slash Pine	15	Yes		Remove
137	Slash Pine	11	Yes		Remove
138	Slash Pine	11	Yes		Remove
139	Slash Pine	9	No		Remove
140	Slash Pine	17	Yes		Remove
141	Slash Pine	18	Yes		Remove
142	Slash Pine	10	Yes		Remove
143	Slash Pine	15	Yes		Remove
144	Slash Pine	10	Yes		Remove
145	Slash Pine	14	Yes		Remove
146	Slash Pine	11	Yes		Remove
147	Live Oak	10	Yes		Remove
148	Live Oak	7	Yes		Remove
149	Slash Pine	22	Yes		Remove
150	Slash Pine	13	Yes		Remove
151	Sand Oak	4	No		Remove
152	Sand Oak	6	No		Remove
153	Sand Oak	11	No		Remove
154	Slash Pine	15	Yes		Remove
155	Slash Pine	12	Yes		Remove
156	Slash Pine	14	Yes		Remove
157	Slash Pine	11	Yes		Remove
158	Slash Pine	14	Yes		Remove
159	Slash Pine	13	Yes		Remove
160	Slash Pine	13	Yes		Remove
161	Slash Pine	11	Yes		Remove
162	Slash Pine	18	Yes		Remove
163	Slash Pine	14	Yes		Remove
164	Slash Pine	15	Yes		Remove
165	Sand Oak	6	No		Remove
166	Slash Pine	18	Yes		Preserve
167	Slash Pine	10	Yes		Preserve
168	Slash Pine	15	Yes		Preserve
169	Slash Pine	19	Yes		Preserve
170	Slash Pine	19	Yes		Preserve
171	Slash Pine	21	Yes		Remove
172	Slash Pine	19	Yes		Remove
173	Slash Pine	14	Yes		Remove
174	Slash Pine	11	Yes		Remove
175	Slash Pine	10	Yes		Remove
176	Slash Pine	15	Yes		Remove
177	Slash Pine	14	Yes		Remove
178	Sand Pine	5	No		Remove
179	Sand Pine	7	No		Remove
180	Sand Pine	7	No		Remove
181	Sand Pine	5	No		Remove
182	Sand Oak	5	No		Remove
183	Sand Oak	8	No		Remove
184	Slash Pine	19	Yes		Remove
185	Slash Pine	17	Yes		Remove
186	Slash Pine	18	Yes		Remove
187	Slash Pine	19	Yes		Remove
188	Sand Oak	9	No		Remove
189	Sand Oak	9	No		Remove
190	Sand Oak	5	No		Remove
191	Sand Oak	8	No		Remove
192	Sand Oak	8	No		Remove
193	Sand Oak	5	No		Remove
194	Sand Oak	8	No		Remove
195	Slash Pine	13	Yes		Remove
196	Slash Pine	13	Yes		Remove
197	Slash Pine	13	Yes		Preserve
198	Sand Oak	4	No		Preserve
199	Sand Oak	10	No		Preserve
200	Sand Oak	11	No		Remove
201	Sand Oak	11	No		Remove
202	Sand Oak	7	No		Remove
203	Sand Oak	7	No		Remove
204	Sand Oak	12	No		Remove
205	Sand Oak	5	No		Remove
206	Sand Oak	5	No		Remove
207	Sand Oak	5	No		Remove
208	Sand Oak	11	No		Remove
209	Sand Oak	9	No		Remove
210	Cedar	10	Yes		Remove
211	Sand Oak	10	No		Remove
212	Sand Oak	9	No		Remove
213	Sand Oak	6	No		Remove
214	Sand Oak	4	No		Remove
215	Sand Oak	5	No		Remove
216	Sand Oak	7	No		Remove
217	Slash Pine	17	Yes		Remove
218	Sand Pine	8	No		Remove
219	Slash Pine	20	Yes		Preserve
220	Slash Pine	16	Yes		Remove
221	Slash Pine	11	Yes		Preserve
222	Slash Pine	15	Yes		Preserve
223	Slash Pine	11	Yes		Preserve
224	Slash Pine	16	Yes		Preserve
225	Slash Pine	24	Yes		Preserve
226	Slash Pine	18	Yes		Preserve
227	Slash Pine	16	Yes		Preserve
228	Slash Pine	18	Yes		Preserve
229	Slash Pine	17	Yes		Preserve
230	Slash Pine	16	Yes		Preserve
231	Slash Pine	25	Yes		Preserve
232	Slash Pine	14	Yes		Preserve
233	Slash Pine	19	Yes		Preserve
234	Slash Pine	16	Yes		Preserve
235	Slash Pine	15	Yes		Off-site
236	Sand Oak	12	No		Off-site
237	Slash Pine	16	Yes		Remove
238	Sand Oak	8	No		Remove
239	Slash Pine	11	Yes		Preserve
240	Slash Pine	16	Yes		Preserve
241	Slash Pine	11	Yes		Preserve
242	Slash Pine	20	Yes		Preserve
243	Banyan	348	Yes	multi-stem	Preserve
244	Sand Pine	10	Yes		Off-site
245	Slash Pine	16	Yes		Off-site
246	Slash Pine	18	Yes		Off-site
247	Slash Pine	20	Yes		Preserve
248	Slash Pine	15	Yes		Preserve
249	Slash Pine	16	Yes		Preserve
250	Sand Pine	7	Yes		Preserve
251	Live Oak	9	Yes		Preserve
252	Sand Pine	9	Yes		Off-site
253	Live Oak	8	Yes		Preserve
254	Slash Pine	24	Yes		Preserve

Protected Tree Removal Summary

Protected Specimen Trees (Hardwood)

Total Inches (DBH) to be Removed	522 Inches
Total Inches (DBH) for Replacement (522 x 2.5)	1,305 Inches

Protected Specimen Pines (Softwood)

Total Inches (DBH) to be Removed	1,413 Inches
Total Inches (DBH) to be Replaced (1,429 x 1.5)	2,143.5 Inches

Legend

- Ex. Trees to be Preserved
- * Ex. Trees to be Relocated (1 Laurel Oak & 4 Live Oaks)
- Ex. Trees to be Removed

Notes

1. See Sheet LP-6 for applicable details and notes related to Tree Protection Barricades and Root Pruning / Tree Relocation.
2. See Sheet LP-3 for the location of Relocated Trees.
3. See Tree Mitigation data on Sheet LP-3 for proposed replacement inches.

Scale: 1" = 40'

0' 20' 40' 80' 120'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
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Stuart, Florida 34994
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LA 0000905

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Existing Tree Survey / Removal Plan

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Job No.	19005
Drawn By	TT
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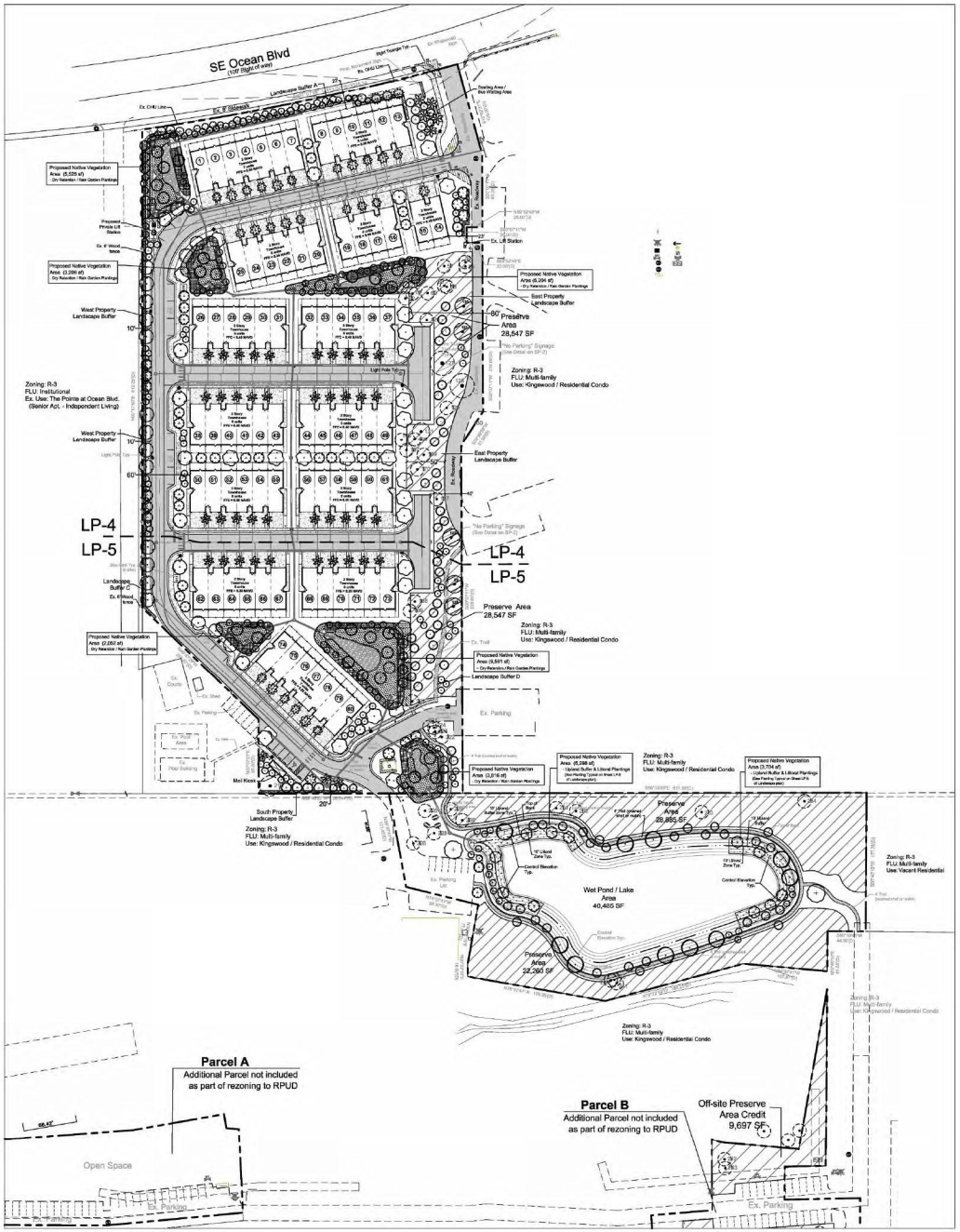
Approved By	MH
Submittal Dates	9-20-19
12 05 19	1-16-20
Revision Dates	3-5-20

LP-2



Landscape Data

Total Site Area	11.04 Ac. / 481,103 sf
Future Land Use	Multi-family Residential
Existing Zoning	R-3
Proposed Zoning	RPUD
Proposed Use	2-Story / Single Family Townhomes
Proposed Dwelling Units	80

Required Landscape Area (20% of the total site gross area)

Total Gross Site Area	11.04 Ac. / 481,103 sf
Required Area (481,103 sf x 20%)	2.21 Ac. / 96,221 sf
Provided Area	5.33 Ac. / 232,255 sf (48%)

1 Tree per 1,500 sf of Development Site (Min. 50% Shade Trees)

Development Site (excludes ex. on-site preserve area)	401,411 sf (9.21 Ac.)
Total Trees Required (401,411 sf / 1,500 sf)	**268 Total Trees**
Total Shade Trees Required (268 Trees x 50%)	134 Trees
Total Trees Provided	**393 Total Trees**
4.5" DBH Shade Trees	163 Trees
2.5" DBH Shade Trees	88 Trees
Palms @ 1:1 Ratio	30 Trees
Palms @ 2:1 Ratio	112 Trees (224 Palms / 2)
	393 Total Trees

Perimeter Landscape Buffers

North Property Landscape Buffer- Adjacent to SE Ocean Blvd :

No Landscape Buffer required by city code
- Sec. 6.04.08. B.2. : 10' Landscape strip between abutting Right of Way and parking areas.
- No parking areas are being proposed abutting SE Ocean Blvd.

Buffer Provided :	22'
Trees Required:	Not Applicable
Trees Provided:	36 Trees
Trees	19 Trees
Palms @ 1:1 Ratio	3 Trees
Palms @ 2:1 Ratio	14 Trees (28 Palms / 2)
Trees Provided	36 Trees

East Property Landscape Buffer - Adjacent to Existing Multi-family

(Buffer not required for Proposed Single Family Dev. abutting Multi-family)

Multi-family abutting Multi-family Buffer Requirement - 672 LF

Buffer Width:	35' (25' + 10' for each additional bldg. story)
Buffer Screen:	8.75' (35' Buffer Width x 25%)
Trees:	22 Trees (1 tree per 30 LF)
Buffer Provided :	50' Average, Enhanced Native Upland Preserve Area which includes 60 additional provided trees

West Property Landscape Buffer - Adjacent to Existing Multi-family

(Buffer not required for Proposed Single Family Dev. abutting Multi-family)

Multi-family abutting Multi-family Buffer Requirement - 612 LF

Buffer Width:	35' (25' + 10' for each additional bldg. story)
Buffer Screen:	8.75' (35' Buffer Width x 25%)
Trees:	21 Trees (1 tree per 30 LF)
Buffer Provided :	10'
Trees Provided :	36 Trees
Trees	25 Trees
Palms @ 2:1 Ratio	11 Trees (22 Palms / 2)
Trees Provided	36 Trees

South Property Landscape Buffer - Adjacent to Existing Multi-family

(Buffer not required for Proposed Single Family Dev. abutting Multi-family)

Multi-family abutting Multi-family Buffer Requirement - 147 LF

Buffer Width:	35' (25' + 10' for each additional bldg. story)
Buffer Screen:	8.75' (35' Buffer Width x 25%)
Trees:	5 Trees (1 tree per 30 LF)
Buffer Provided :	20' Average
Trees Provided :	11 Trees
Trees	7 Trees
Ex. Trees	1 Tree (Ex. Pine # 219)
Palms @ 2:1 Ratio	3 Trees (6 Palms / 2)
Trees Provided	11 Trees

Interior / Parking Area Landscape Requirements

Interior / Terminal Landscape Island Requirement:

Each interior island shall contain a min. of 1 tree and a combination of shrubs, ground cover, grass and mulch. Hedge material used must be maintained at a max. height of 24". Not less than 50% of trees used in parking area interior landscaping shall be shade trees.

Trees Required:	8 Trees
Trees Provided:	8 Trees
Shade Trees	6 Trees (75%)
Palms @ 2:1 Ratio	2 Trees (4 Palms / 2)
Trees Provided	8 Trees

Tree Replacement / Mitigation Data

Protected Specimen Trees (Hardwood):

Inches to be Removed	522 Inches
Required Replacement Inches (522 x 2.5)	1,305 Inches
Provided On-site Replacement Inches	733.5 Inches
Total Amount to be paid into the City's Tree Fund	$111,125.00

City's Tree Fund Calculation:

571.5" (Remaining Inches) / 4.5" (Min. Size to Replace) = 127 Trees

127 Trees x $875 Each (175% of Average Plant Finder Cost of Tree)

* Applicant proposes to use the tree fund contribution for improvements to the existing community

Protected Specimen Pines (Softwood):

Inches to be Removed	1,429 Inches
Required Replacement Inches (1,429 x 1.5)	2,143.5 Inches
Provided On-site Replacement Inches	2,147 Inches

* Note: See Tree Schedule on Sheet LP-6 for total provided mitigation inches per tree

Legend

Relocated Trees (1 Laurel Oak & 4 Live Oaks)

Existing Trees to be Preserved

*Note: See Existing Tree Chart on Sheet LP-1 for more detailed info

Scale: 1" = 70'

0' 35' 70' 140' 210'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
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Landscape Plan

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Submittal Dates	9-20-19
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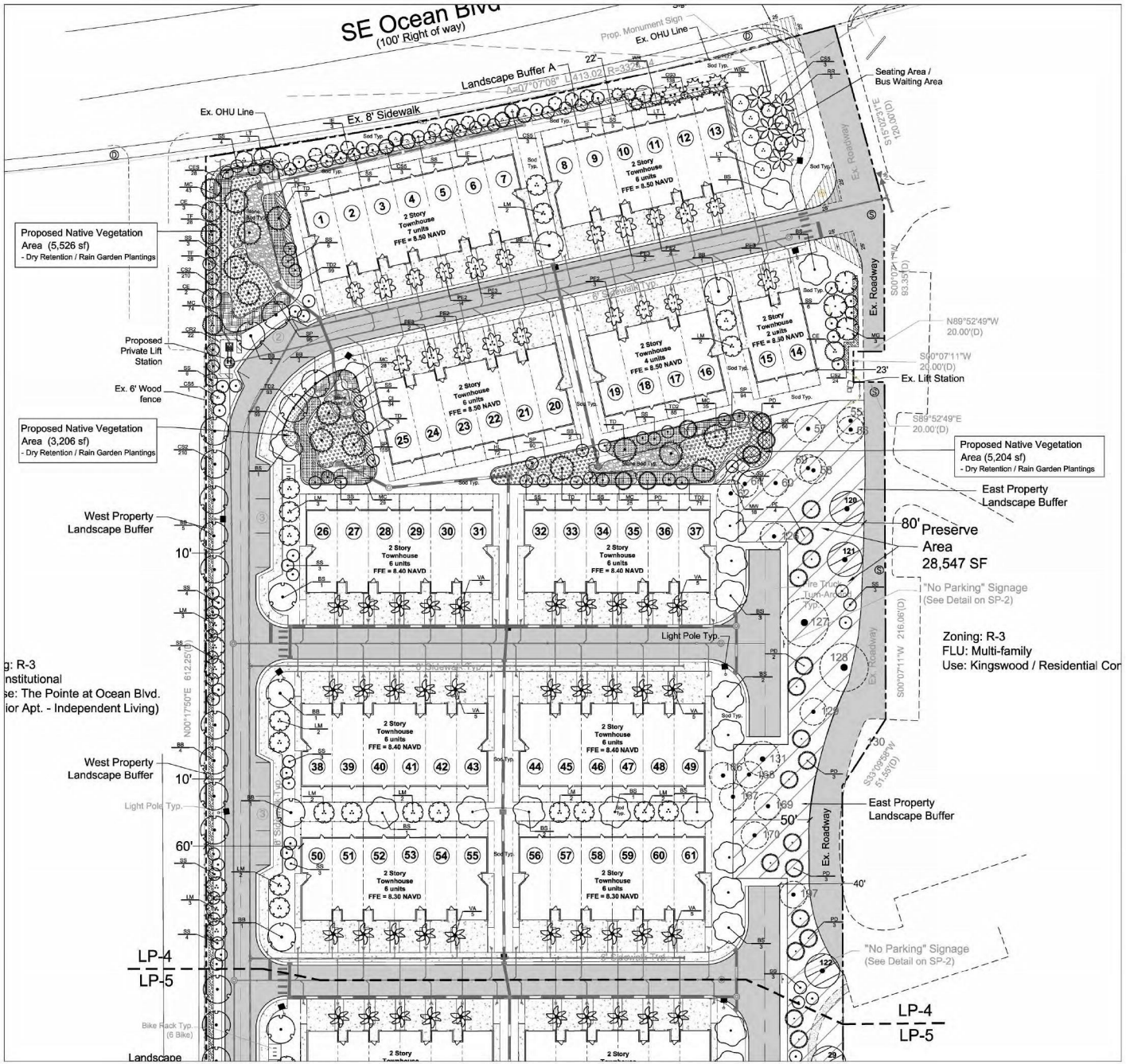
LP-3



ABBREVIATED TREE SCHEDULE			
TREES (2.5" DBH)	CODE	QTY	BOTANICAL / COMMON NAME
	IE	9	Ilex x attenuata 'Eagleston' / Eagleston Holly
	PD	68	Pinus elliotti 'Densa' / Slash Pine
	TD3	11	Taxodium distichum / Bald Cypress
TREES (4.5" DBH)	CODE	QTY	BOTANICAL / COMMON NAME
	BB	28	Bucida buceras 'Shady Lady' / Shady Lady Black Olive
	BS	25	Bursera simaruba / Gumbo Limbo
	CE	13	Conocarpus erectus / Green Buttonwood
	CES	13	Conocarpus erectus 'Sericeus' / Silver Buttonwood
	DR	2	Delonix regia / Royal Poinciana
	LM	33	Lagerstroemia fauriei `Muskogee` / Muskogee Crape Myrtle
	LT	9	Lagerstroemia fauriei 'Tuscarora' / Crape Myrtle Coral Pink
	MG	4	Magnolia grandiflora 'D.D. Blanchard' / Southern Magnolia
	OV	10	Quercus virginiana / Southern Live Oak
	TD	26	Taxodium distichum / Bald Cypress
PALM TREES	CODE	QTY	BOTANICAL / COMMON NAME
	PE2	17	Ptychosperma elegans / Alexander Palm
	PE3	10	Ptychosperma elegans / Alexander Palm
	RR	5	Roystonea regia / Royal Palm
	SS	172	Sabal palmetto / Cabbage Palm
	VA	43	Veitchia arecina / Montgomery Palm
	WR	4	Washingtonia robusta / Mexican Fan Palm
	WB2	3	Wodyetia bifurcata / Foxtail Palm

NOTE: These are abbreviated Tree & Shrub Schedules.
See Sheet LP-6 for Schedules with Specifications.

ABBREVIATED SHRUB SCHEDULE		
GRASSES / GROUNDCOVERS	QTY	BOTANICAL / COMMON NAME
HL	333	Hymenocallis latifolia / Spider Lily
MC	467	Muhlenbergia capillaris / Pink Muhly
SP	1,145	Spartina bakeri / Sand Cord Grass
TF	80	Tripsacum dactyloides / Fakahatchee Grass
TD2	497	Tripsacum floridanum / Dwarf Fakahatchee
SHRUBS	QTY	BOTANICAL / COMMON NAME
CI	168	Chrysobalanus icaco / Cocoplum
CIR2	22	Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum
CS3	138	Clusia guttifera / Small-Leaf Clusia
CS2	280	Clusia guttifera / Small-Leaf Clusia
CES	51	Conocarpus erectus `sericeus` / Silver Buttonwood
ID	59	Ilex vomitoria 'Schillings Dwarf' / Dwarf Schillings Holly
MV	31	Myrica cerifera / Wax Myrtle
SR	90	Serenoa repens / Saw Palmetto

Legend

- # — Relocated Trees (1 Laurel Oak & 4 Live Oaks)
- # — Existing Trees to be Preserved

*Note: See Existing Tree Chart on Sheet LP-1 for more detailed info

Scale: 1" = 30'

0' 15' 30' 60' 90'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
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Landscape Plan

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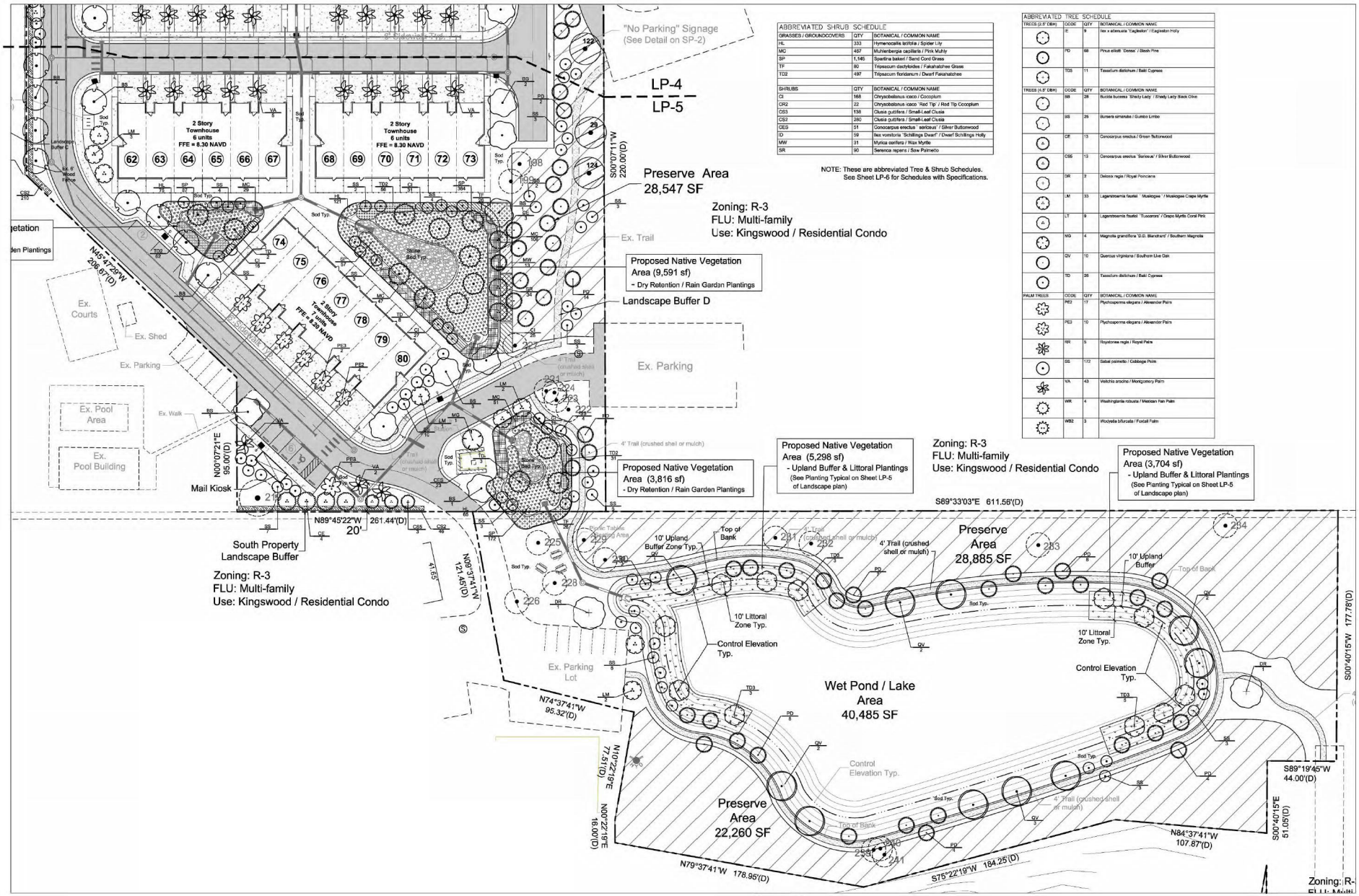
LP-4



ABBREVIATED SHRUB SCHEDULE

GRASSES / GROUNDCOVERS	QTY	BOTANICAL / COMMON NAME
HL	333	Hymenocallis latifolia / Spider Lily
MC	497	Muhlenbergia capillaris / Pink Muhly
SP	1,140	Spartina bakeri / Sand Cord Grass
TF	90	Tripsacum dactyloides / Fakahatchee Grass
TD2	497	Tripsacum floridanum / Dwarf Fakahatchee
SHRUBS	QTY	BOTANICAL / COMMON NAME
CI	168	Chrysobalanus icaco / Cocoplum
CR2	22	Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum
CS3	136	Clusia guttifera / Small-Leaf Clusia
CS2	280	Clusia guttifera / Small-Leaf Clusia
CES	51	Conocarpus erectus ' sericeus' / Silver Buttonwood
ID	59	Ilex vomitoria 'Schillings Dwarf' / Dwarf Schillings Holly
MW	31	Myrica cerifera / Wax Myrtle
SR	90	Serenoa repens / Saw Palmetto

NOTE: These are abbreviated Tree & Shrub Schedules. See Sheet LP-6 for Schedules with Specifications.

ABBREVIATED TREE SCHEDULE

TREES (2.5" DBH)	CODE	QTY	BOTANICAL / COMMON NAME
	IE	9	Ilex x attenuata 'Eagleston' / Eagleston Holly
	PD	68	Pinus elliott 'Densa' / Slash Pine
	TD5	11	Taxodium distichum / Bald Cypress
TREES (4.5" DBH)	CODE	QTY	BOTANICAL / COMMON NAME
	BB	28	Bucida buceras 'Shady Lady' / Shady Lady Black Olive
	BS	26	Bursera simaruba / Gumbo Limbo
	CR	13	Conocarpus erectus / Green Buttonwood
	CBS	13	Conocarpus erectus 'Sericeus' / Silver Buttonwood
	DR	2	Delonix regia / Royal Poinciana
	LM	33	Lagerstroemia fauriei ' Muskogee ' / Muskogee Crape Myrtle
	LT	9	Lagerstroemia fauriei 'Tuscarora' / Crape Myrtle Coral Pink
	MG	4	Magnolia grandiflora 'D.D. Blanchard' / Southern Magnolia
	QV	10	Quercus virginiana / Southern Live Oak
	TD	28	Taxodium distichum / Bald Cypress
PALM TREES	CODE	QTY	BOTANICAL / COMMON NAME
	PE2	17	Ptychosperma elegans / Alexander Palm
	PE3	10	Ptychosperma elegans / Alexander Palm
	RR	5	Roystonea regia / Royal Palm
	SS	172	Sabal palmetto / Cabbage Palm
	VA	43	Veitchia arecina / Montgomery Palm
	WR	4	Washingtonia robusta / Mexican Fan Palm
	WB2	3	Wodyetia bifurcata / Foxtail Palm

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

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Florida

City of Stuart

Landscape Plan

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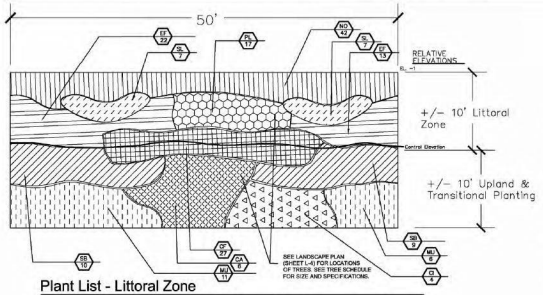
Job No.	19005
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	9-20-19
	12-05-19 1-16-20
Revision Dates	3-5-20

LP-5

50' Section of Typical Lake Littoral & Upland Buffer Planting Zone - 20' Width

N.T.S.



Plant List - Littoral Zone

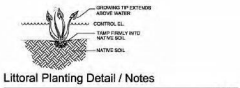
QTY (60' TYP)	QTY (TOTAL)	SYMBOL	SPECIES(BOTANICAL/COMMON)	SPECIFICATION
14	130	SL*	SAGITTARIA LATIFOLIA / DUCK POTATO	2' O.C., BARE ROOT
42	391	NO*	NYMPHEA ODORATA / FRAGRANT WATER LILY	2' O.C., BARE ROOT
35	326	EF*	ELEOCHARIS FLAVESCENS / SPIKE RUSH	2' O.C., BARE ROOT
27	251	CP*	CANNA FLACCIDA / GOLDEN CANNA LILY	2' O.C., BARE ROOT
17	158	PL*	PONTEDERIA LANCEOLATA / PICKEREL WEED	2' O.C., BARE ROOT

Plant List - Upland Buffer Zone

QTY (60' TYP)	QTY (TOTAL)	SYMBOL	SPECIES(BOTANICAL/COMMON)	SPECIFICATION
19	177	SB*	SPARTINA BAKERI / SMOOTH CORDGRASS	3' O.C., 1 GAL., FULL
6	56	CA*	CALLICARPA AMERICIANA / BEAUTYBERRY	6' O.C., 3 GAL., FULL
17	158	MU*	MUHLENBERGIA CAPILLARIS / MUHLY GRASS	3' O.C., 1 GAL., FULL
4	37	CI*	CHRYSOBALANUS ICACO / COCOPLUM	5' O.C., 3 GAL., FULL

**=FLORIDA NATIVE

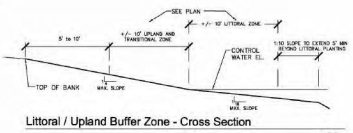
* QUANTITIES ARE FOR A TYPICAL 50' SECTION. LINEAR FOOTAGE OF LITTORAL / UPLAND BUFFER SHOWN AROUND PERIMETER OF LAKE IS 463 LF. THEREFORE QUANTITIES SHOULD BE MULTIPLIED BY 9.3 (463 LF / 50) . SEE LANDSCAPE PLAN (SHEET LP-5) FOR LOCATION OF REQUIRED TREES. SEE TREE SCHEDULE FOR SIZE AND SPECIFICATIONS.



Littoral Planting Detail / Notes

N.T.S.

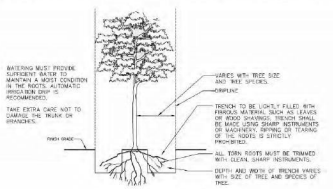
1. ALL PLANT MATERIALS SHALL BE PLANTED AND MAINTAINED IN A NATURAL ARRANGEMENT.
2. LITTORAL PLANTING ESTABLISHMENT SHALL BE COMPLETED ON STABILIZED SLOPES CONFORMING TO GRADES SET FROM CONTROL ELEVATION AND THE APPROVED CONSTRUCTION DRAWINGS.
3. PLANT SPECIES MAY BE SUBSTITUTED WITH SIMILAR NATIVE SPECIES INDIGENOUS TO THE REGION BASED ON AVAILABILITY FROM LOCAL NATIVE NURSERIES.
4. THE SLOPES OF CONSTRUCTED LAKE FROM THE TOP OF THE BANK TO THE CONTROL ELEVATION SHALL BE IMMEDIATELY STABILIZED AND / OR SODDED TO THE SATISFACTION OF THE GROWTH MANAGEMENT DEPTARTMENT UPON COMPLETION OF THE LAKE CONSTRUCTION.



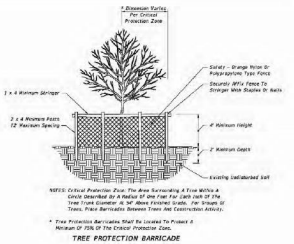
Littoral / Upland Buffer Zone - Cross Section

N.T.S.

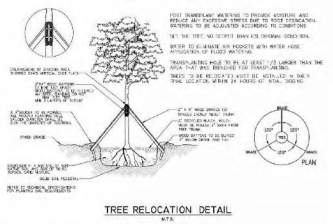
Root Pruning / Tree Relocation Chart & Details



ROOT PRUNING DETAIL



TREE PROTECTION BARRICADE

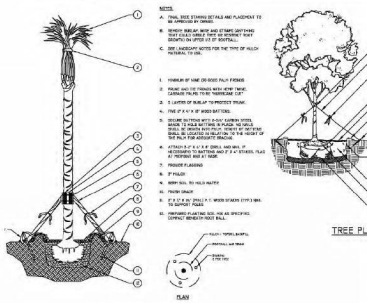


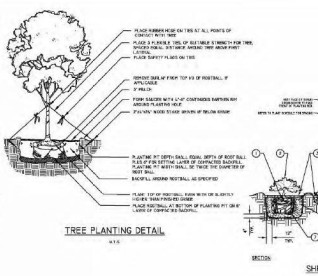
TREE RELOCATION DETAIL

N.T.S.

CODE #	TREE SPECIES	TREE D.B.H.	ROOTBALL DIAMETER	TRANSPLANTING HOLE SIZE (Min.)	MIN. WAITING TIME BETWEEN ROOT PRUNING & RELOCATION
29	Laurel Oak	7" DBH	70" DIA.	93" DIA.	2 Months (8 weeks)
120	Live Oak	7" DBH	70" DIA.	93" DIA.	2 Months (8 weeks)
121	Live Oak	7" DBH	70" DIA.	93" DIA.	2 Months (8 weeks)
122	Live Oak	6" DBH	60" DIA.	80" DIA.	2 Months (8 weeks)
124	Live Oak	6" DBH	60" DIA.	80" DIA.	2 Months (8 weeks)

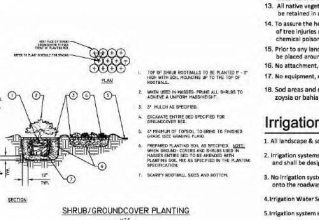
Planting / Landscape Details





TREE PLANTING DETAIL

N.T.S.



SHRUB/GROUNDCOVER PLANTING

N.T.S.

Xeriscape Landscape Requirement

To obtain a development permit, an applicant shall attain a minimum of 50 points from the following table of design options. As used in the table, "turf" means the list of drought tolerant species set forth in the most current South Florida Water Management District's Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape.

Design Options:	Points	Points Received
(1) Utilization of moisture sensing controller other than rain switch	5	5
(2) Plan submitted with low, moderate and high water usage zones indicated on the landscape plan	5	
(3) Grasses / ground covers:		
25 - 50 % of the grasses / ground covers are made up of drought tolerant species from the list	5	
51 % or more of the grasses / ground covers are made up of drought tolerant species from the list	10	10
(4) Shrubs:		
25 - 50 % of the required shrubs are made up of drought tolerant species from the list	5	
51 % or more of the required shrubs are made up of drought tolerant species from the list	10	10
(5) Trees:		
25 - 50 % of the required trees are made up of drought tolerant species from the list	5	
51 % or more of the required trees are made up of drought tolerant species from the list	10	10
(6) Extra shade trees in vehicular use areas:		
25 % more than the required shade trees planted in the vehicular use areas.	5	5
50 % more than the required shade trees planted in the vehicular use areas.	10	
(7) Sod area less than 50 percent of provided landscape area.	10	
(8) Utilization of compacted mulched planting beds at least three inches in depth in all planted areas except ground covers. (Use of Cypress Mulch prohibited)	10	10

Total Points Provided: 50 Points

Landscape Notes

1. Plant materials used in conformance with the provisions of this landscape code shall conform to the Standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants" Part I and Part II, 1963, State of Florida, Department of Agriculture, Tallahassee.
2. Tree locations may be adjusted for site permit application based on final construction and utility plans. Alternative plant species and enhanced landscaping beyond minimum requirements may be permitted subject to review and approval by the City of Stuart prior to installation. Trees and shrubs may be substituted based on availability.
3. For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines. Large trees (height at maturity of no more than 30') from the nearest overhead power line. Medium height tree (height at maturity between 20' and 30' shall be offset at least 20') and small trees (height at maturity of less than 20') require no offset. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.
4. No tree, shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer. Tree species shall be selected as to minimize conflicts with existing or proposed utilities.
5. Ground cover used in lieu of grass shall be planted so as to present a finished appearance and reasonable complete coverage within three months of installation. All landscaped areas shall be sodded or otherwise covered with ground cover.
6. Mulch shall be installed in all planting areas to a minimum depth of three inches. The use of cypress mulch is prohibited.
7. All landscaping within a visibility triangle shall provide unobstructed cross-visibility at a level between three feet and six feet and shall comply with the most current edition of the State of Florida DOT Roadway and Traffic Design Standards, Index 546 regarding visibility triangles.
8. All landscaping within an interior landscaped island shall be maintained at a height of not more than 24 inches.
9. Any hedge materials located within an interior landscaped island shall be maintained at a height of not more than 24 inches.
10. All above ground utilities shall be screened in accordance with City of Stuart requirements.
11. All required landscaping installed pursuant to this landscape code shall be installed according to accepted good planting practices.
12. All prohibited, exotic, and invasive species shall be removed from the entire site prior to the issuance of a certificate of occupancy.
13. All native vegetation which is not located in areas requiring their removal as reflected by an approved plan document shall be retained in an undisturbed state as provided in Chapter V, Resource Protection Related Development Standards.
14. To assure the health and survival of protected trees that are not to be removed, the contractor shall avoid the following kinds of tree injuries during all development activities: a. Mechanical injuries to roots, trunk, and branches; b. Injuries by chemical poisoning; c. Injuries by grade changes; d. Injuries by excavations, fill and; e. Injuries by paving.
15. Prior to any land preparation or other development activities a protective barrier easily visible to equipment operators shall be placed around all protected trees so as to encompass the entire tree protection zone.
16. No attachment, wires (other than supportive wires), signs or permits may be fastened to any protected tree.
17. No equipment, construction materials or debris of any kind shall be placed within the protective barrier.
18. Sod areas and quantities shall be provided at the time of site permit. 51% of sod areas provided shall be either zoysia or bahia sod species.

Irrigation Notes

1. All landscape & sod areas shall be irrigated by an automated system that provides 100% coverage and overlap.
2. Irrigation systems shall conform to the following standards: Irrigation systems shall be continuously maintained in working order and shall be designed not to overlap water zones or to water impervious areas.
3. No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.
4. Irrigation Water Source: Well
5. Irrigation system shall provide a moisture sensing controller other than rain switch to monitor rain levels and irrigation needs.

TREE SCHEDULE						
TREES (2.5" DBH)	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	CREDIT
	IE	9	Ilex x attenuata `Eagleston` / Eagleston Holly * Pine Mitigation (Softwoods)	2.5" DBH, 12 - 13' Ht. x 6' Spr., Std., 4-5' ct.	Yes	22.5 inches
*	PD	68	Pinus elliotti `Densa` / Slash Pine * Pine Mitigation (Softwoods)	2.5" DBH., 12' ht. x 6' Spr., Std., 4-5' ct.	Yes	170 inches
*	TD3	11	Taxodium distichum / Bald Cypress * Pine Mitigation (Softwoods)	2.5"DBH, 12' - 13' Ht. x 6' Spr., Std., 4-5' ct.	Yes	27.5 inches
TREES (4.5" DBH)	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	CREDIT
	BB	28	Bucida buceras `Shady Lady` / Shady Lady Black Olive * Tree Mitigation (Hardwoods)	4.5" DBH., 15' - 17' Ht. x 6 - 7' Spr., Std., 4-5' ct.	No	126 inches
*	BS	25	Bursera simaruba / Gumbo Limbo * Tree Mitigation (Hardwoods)	4.5" DBH, 14' - 16' Ht. x 6 - 8' Spr., Std., 5' - 6' ct.	Yes	103.5 inches
*	CE	13	Conocarpus erectus / Green Buttonwood * Tree Mitigation (Hardwoods)	4.5" DBH., 12 - 14' Ht. x 6' - 8' Spr., Multi-trunk, 4-5' ct.	Yes	58.5 inches
*	CS5	13	Conocarpus erectus `Sericeus` / Silver Buttonwood * Tree Mitigation (Hardwoods)	4.5" DBH., 12' Ht. x 6' Spr., Multi-trunk, 4' ct.	Yes	58.5 inches
*	DR	2	Delonix regia / Royal Poinciana * Tree Mitigation (Hardwoods)	4.5" DBH, 14' - 16' Ht. x 6 - 8' Spr., Std., 5' - 6' ct.	No	9 inches
*	LM	33	Lagerstroemia faurlei `Muskogee` / Muskogee Crape Myrtle * Tree Mitigation (Hardwoods)	4.5" DBH., 12 - 13' Ht. x 6' Spr., Multi-trunk, 5- 6' ct.	No	148.5 inches
*	LT	9	Lagerstroemia faurlei `Tuscarora` / Crape Myrtle Coral Pink * Tree Mitigation (Hardwoods)	4.5" DBH., 12 - 13' Ht. x 6' Spr., Multi-trunk, 5- 6' ct.	no	40.5 inches
*	MG	4	Magnolia grandiflora `D.D. Blanchard` / Southern Magnolia * Tree Mitigation (Hardwoods)	4.5" DBH., 15' - 17' Ht. x 6 - 7' Spr., Std., 4-5' ct.	Yes	18 inches
*	QV	10	Quercus virginiana / Southern Live Oak * Tree Mitigation (Hardwoods)	4.5" DBH, 16 -18' Ht x 7 - 9' Spr., Std., 6' ct.	Yes	54 inches
*	TD	26	Taxodium distichum / Bald Cypress * Tree Mitigation (Hardwoods)	4.5" DBH., 15' - 17' Ht. x 6 - 7' Spr., Std., 4-5' ct.	Yes	117 inches
PALM TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	CREDIT
*	PE2	17	Ptychosperma elegans / Alexander Palm * Pine Mitigation (Softwoods)	13' ct., Double Specimen	No	76.5 inches
*	PE3	10	Ptychosperma elegans / Alexander Palm * Pine Mitigation (Softwoods)	14' ct., Triple Specimen	No	45 inches
*	RR	5	Roystonea regia / Royal Palm * Pine Mitigation (Softwoods)	18' ct.	Yes	42.5 inches
*	SS	172	Sabal palmetto / Cabbage Palm * Pine Mitigation (Softwoods)	32 @ 15' ct., 40 @ 17' ct., 50 @ 19' ct., 50 @ 21' ct.	Yes	1,526 inches
	VA	43	Veitchia arecina / Montgomery Palm * Pine Mitigation (Softwoods)	14' ct., Single Specimen	No	193.5 inches
*	WR	4	Washingtonia robusta / Mexican Fan Palm * Pine Mitigation (Softwoods)	2 @ 16' ct., 2 @ 18' ct.	No	30 inches
*	WB2	3	Wodyetia bifurcata / Foxtail Palm * Pine Mitigation (Softwoods)	14' ct., Double Specimen	No	13.5 inches

Note: 14' ct. = 4.5 inches. For every one foot of clear trunk of palm tree exceeding 14' ct., credit will be given for one inch of replacement .

★ Drought Tolerant Tree Species
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Provided / Req. Trees	393 Trees
Shade Trees	251 Trees
1:1 Palm Trees	30 Trees
2:1 Palm Trees	112 Trees (224 Palm / 2)
Drought Tolerant Trees Provided	335 Trees (85%)

Native Tree Requirement (50% Minimum)

Total Provided / Req. Trees	393 Trees
Shade Trees	251 Trees
1:1 Palm Trees	30 Trees
2:1 Palm Trees	112 Trees (224 Palm / 2)
Native Trees Required (393 Required Trees x 50%)	197 Trees (50%)
Native Trees Provided	267 Trees (68%)

SHRUB SCHEDULE						
GRASSES / GROUNDCOVERS	QTY	BOTANICAL / COMMON NAME	SIZE	DETAILS	NATIVE	SPACING
** HL	333	Hymenocallis latifolia / Spider Lily	1 gal	* Full pot	Yes	24" o.c.
** MC	467	Muhlenbergia capillaris / Pink Muhly	1 gal	* Full pot	Yes	36" o.c.
** SP	1,145	Spartina bakeri / Sand Cord Grass	1 gal	* Full pot	Yes	36" o.c.
** TF	80	Tripsacum dactyloides / Fakahatchee Grass	1 gal	Full	Yes	48" o.c.
** TD2	497	Tripsacum floridanum / Dwarf Fakahatchee	1 gal	Full	Yes	30" o.c.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	DETAILS	NATIVE	SPACING
* CI	168	Chrysobalanus icaco / Cocoplum	3 gal	Full	Yes	36" o.c.
CR2	22	Chrysobalanus icaco `Red Tip` / Red Tip Cocoplum	3 gal	24" Ht., full	Yes	36" o.c.
* CS3	138	Clusia guttifera / Small-Leaf Clusia	3 gal	24" - 30" Ht., Full	Yes	30" o.c.
* CS2	280	Clusia guttifera / Small-Leaf Clusia	3 gal	24" Ht. Min.	Yes	36" o.c.
* CES	51	Conocarpus erectus `sericeus` / Silver Buttonwood	3 gal	24" Ht., full	Yes	30" o.c.
* ID	59	Ilex vomitoria `Schillings Dwarf` / Dwarf Schillings Holly	3 gal	Full	Yes	24" o.c.
* MW	31	Myrica cerifera / Wax Myrtle	3 gal	Full	Yes	48" o.c.
* SR	90	Serenoa repens / Saw Palmetto	1 gal	Full	Yes	36" o.c.

★ Drought Tolerant Shrub Species
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Provided Shrubs	864 Shrubs
Drought Tolerant Shrubs	842 Shrubs (97%)

Native Shrub Requirement (50% Minimum)

Total Provided Shrubs	864 Shrubs
Native Shrubs Provided	864 Shrubs (100%)

★★ Drought Tolerant Grasses / Ground Covers Species
(per most current SFWMD Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape)

Total Provided Grasses / GC	2,449 Grasses / GC
Drought Tolerant Grasses / GC	2,449 Grasses / GC (100%)

Native Grasses / Ground Cover Requirement (50% Minimum)

Total Provided Grasses / GC	2,449 Grasses / GC
Native Grasses / Ground Covers	2,449 Grasses / GC (100%)

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Stuart Ocean Townhomes

Florida

City of Stuart

Landscape Specifications

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Job No.	19005
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	9-6-19
12 05 19	1-16-20
Revision Dates	3-5-20

LP-6

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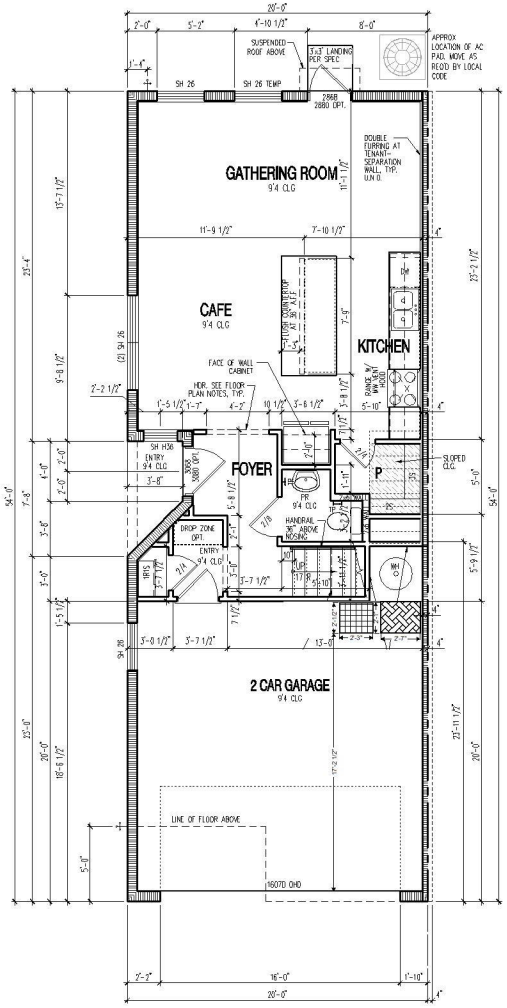
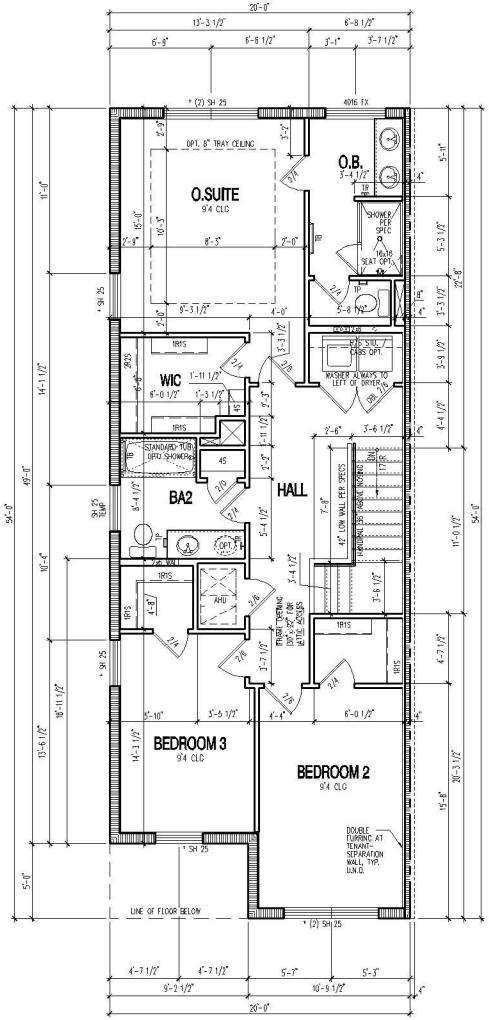


GRAYTON - 1ST FLOOR

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



GRAYTON - 2ND FLOOR

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

LEGEND

TRASH RECEPTICLE 25"x27"

RECYCLE RECEPTICLE 26"x31"

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS – 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

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FLORIDA ZONE
24311 Walden Center Dr., Suite 300
Bonita Springs, Florida 34134 (239) 495-4800

PulteGroup

BASE FLOOR PLANS

PRODUCTION MANAGER
CONTROL DATE 2/16/18
REV # | DATE / DESCRIPTION

PROJECT TYPE
SF ATTACHED

COMMUNITY NAME

LARKSON COMMUNITY ID

GARAGE HANDING

VERSION NUMBER
1.0

PLAN NAME / NPC
NAVARRE 2498.502

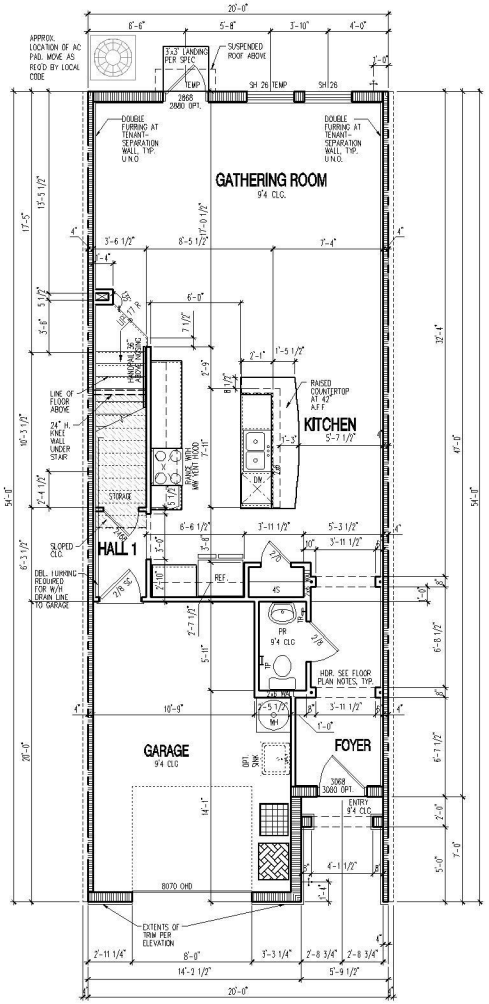
GRAYTON 2567.508

LARKSON PLAN ID

LEGACY PLAN NUMBER / NAME

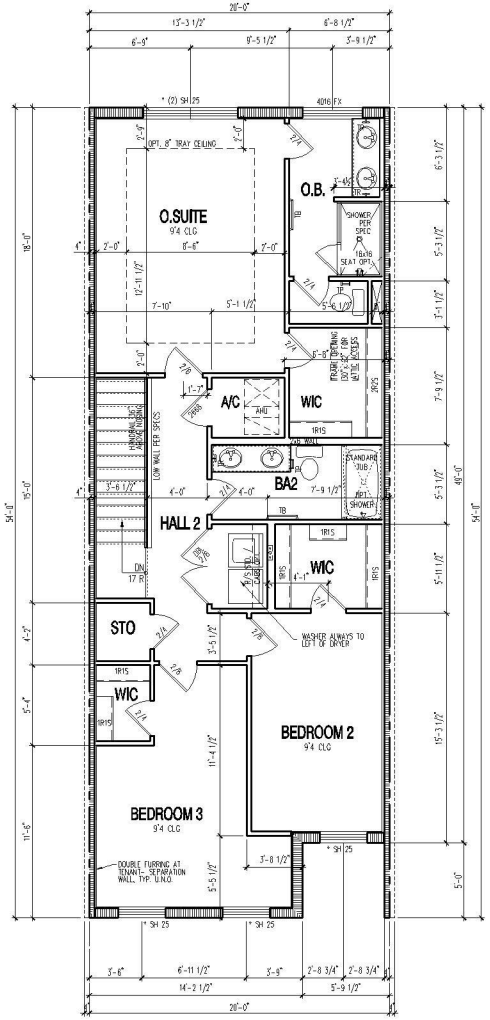
SHEET
A1.11

PLOTTED: June 13, 2018 / Rajeev Kumar / TCC 3_18_20-TH_GRAYTON_NAVARRE_MASTER_ARCH_2018-06-13.DWG



NAVARRE - 1ST FLOOR (INTERIOR UNIT)

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



NAVARRE - 2ND FLOOR (INTERIOR UNIT)

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

LEGEND

TRASH RECEPTICLE 25"x27"

RECYCLE RECEPTICLE 26"x31"

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24311 Walden Center Dr., Suite 300
Bonita Springs, Florida 34134 (239) 495-4800

PulteGroup

BASE FLOOR PLANS-INTERIOR UNIT

PRODUCTION MANAGER
CONTROL DATE 2/15/18
REV # | DATE / DESCRIPTION

PROJECT TYPE
SF ATTACHED

COMMUNITY NAME

LAWSON COMMUNITY ID

GARAGE HANDING

VERSION NUMBER
1.0

PLAN NAME / NFC
NAVARRE 2498.502

LAWSON PLAN ID

LEGACY PLAN NUMBER / NAME

SHEET
A1.11

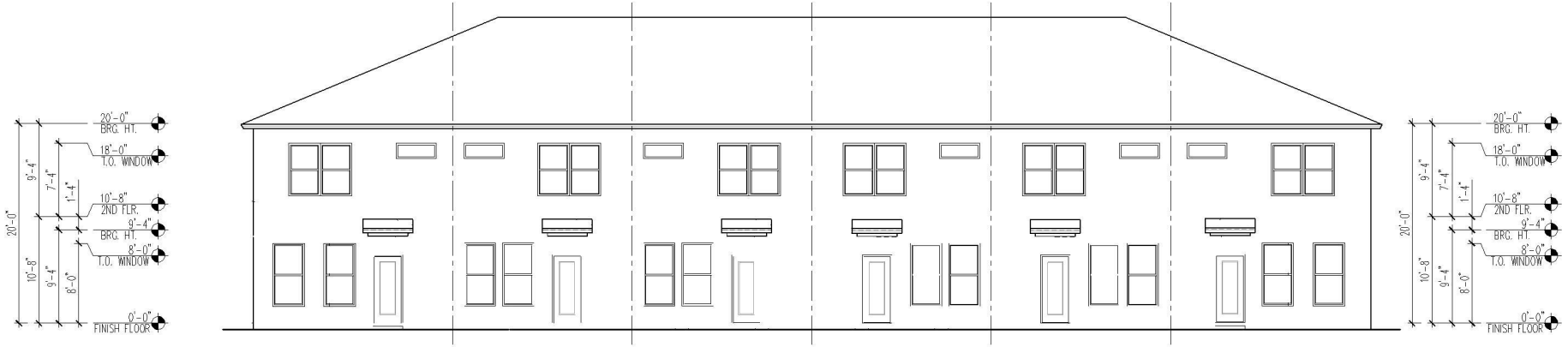
NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

PLOTTED: May 22, 2019 / Mark Anderson / TCG 3_20"-TH_NAVARRE_MASTER_ARCH_2019-05-08.DWG



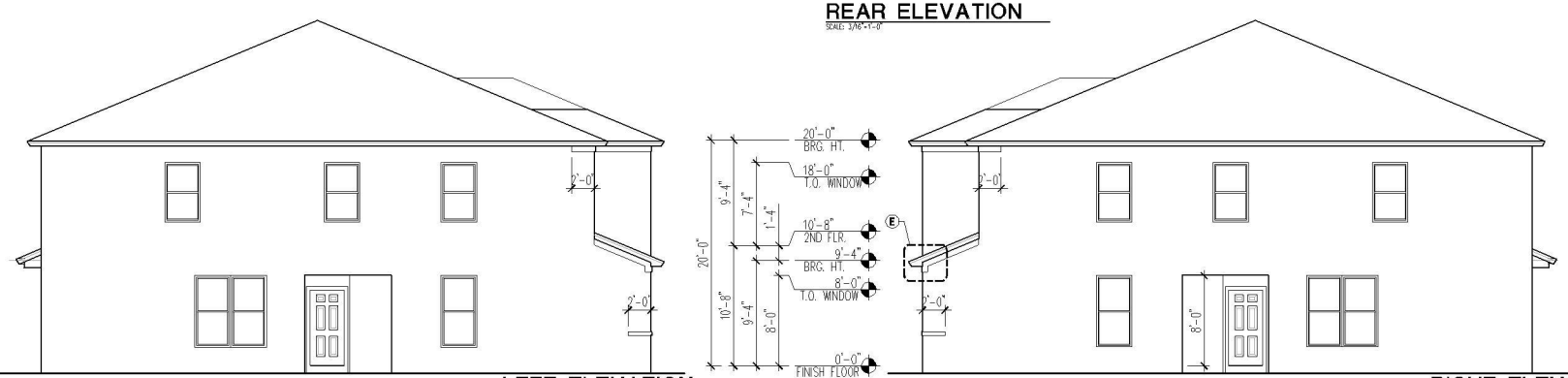
FRONT ELEVATION

SCALE: 3/16"=1'-0"



REAR ELEVATION

SCALE: 3/16"=1'-0"



LEFT ELEVATION

SCALE: 3/16"=1'-0"

RIGHT ELEVATION

SCALE: 3/16"=1'-0"

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NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

FLORIDA ZONE
24311 Walden Center Dr., Suite 300
Bonita Springs, Florida 34134 (239) 495-4800

PulteGroup

ELEVATIONS - FM1A

PRODUCTION MANAGER
—
CONTROL DATE: 2/18/15
REV # | DATE / DESCRIPTION

PROJECT TYPE
SF ATTACHED

COMMUNITY NAME
LAWSON COMMUNITY ID

GARAGE HANDING
—

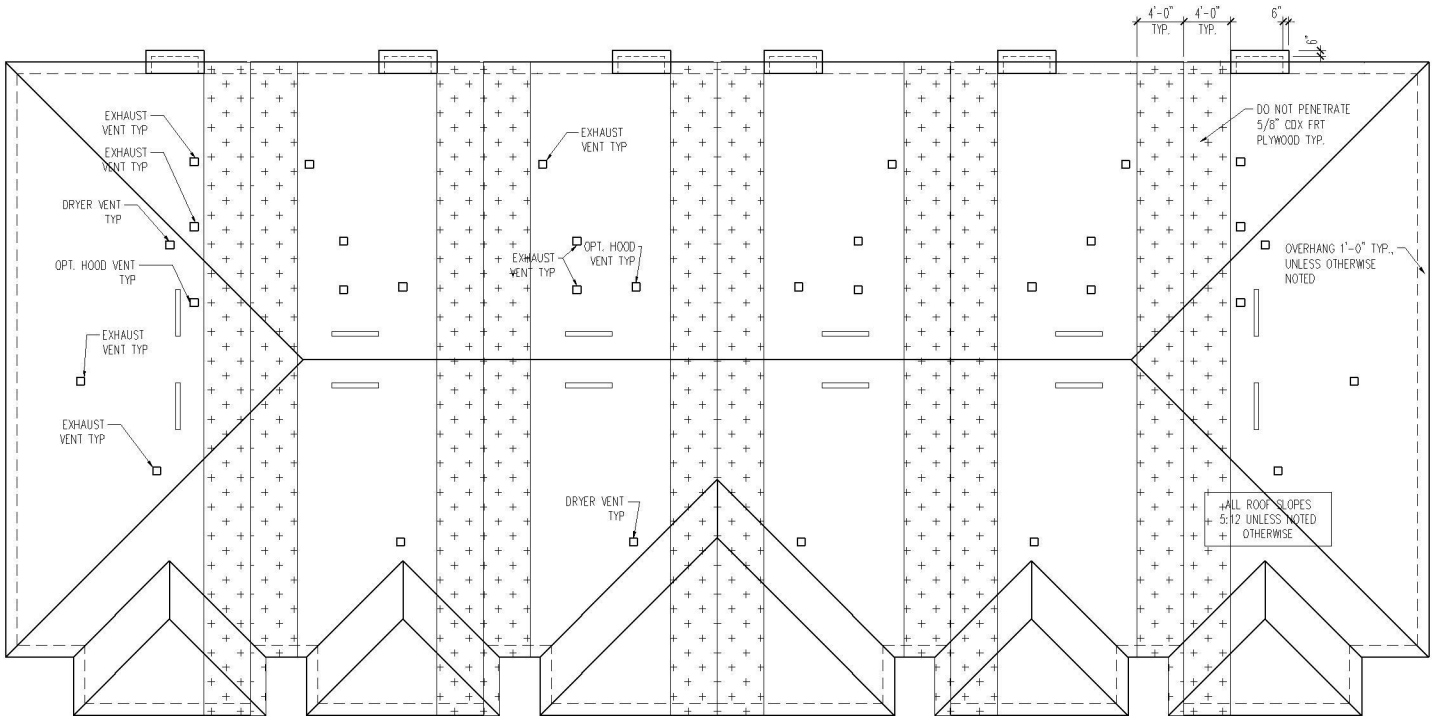
VERSION NUMBER
1.0

PLAN NAME / NPC
NAVARRE 2498.502
GRAYTON 2567.508
LAWSON PLAN ID
LEGACY PLAN NUMBER / NAME

SHEET
B6.3-FM1A

PLOTTED: June 13, 2016 / Roger Kunze / ICC 3_1/8"_20"-1R_GRAYTON_NAVARRE_MASTER_ARCH_2015-05-13.DWG

06092020 CCM



ROOF PLAN

SCALE: 3/16"=1'-0"

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Bonita Springs, Florida 34134 (239) 495-4800

PulteGroup

ROOF PLAN

PRODUCTION MANAGER
CONTROL DATE: 2/16/18
REV.# | DATE / DESCRIPTION

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

PROJECT TYPE
SF ATTACHED

COMMUNITY NAME
LAWSON COMMUNITY ID

GARAGE HANDING
-

VERSION NUMBER
1.0

PLAN NAME / NPC
NAVARRE 2498.502

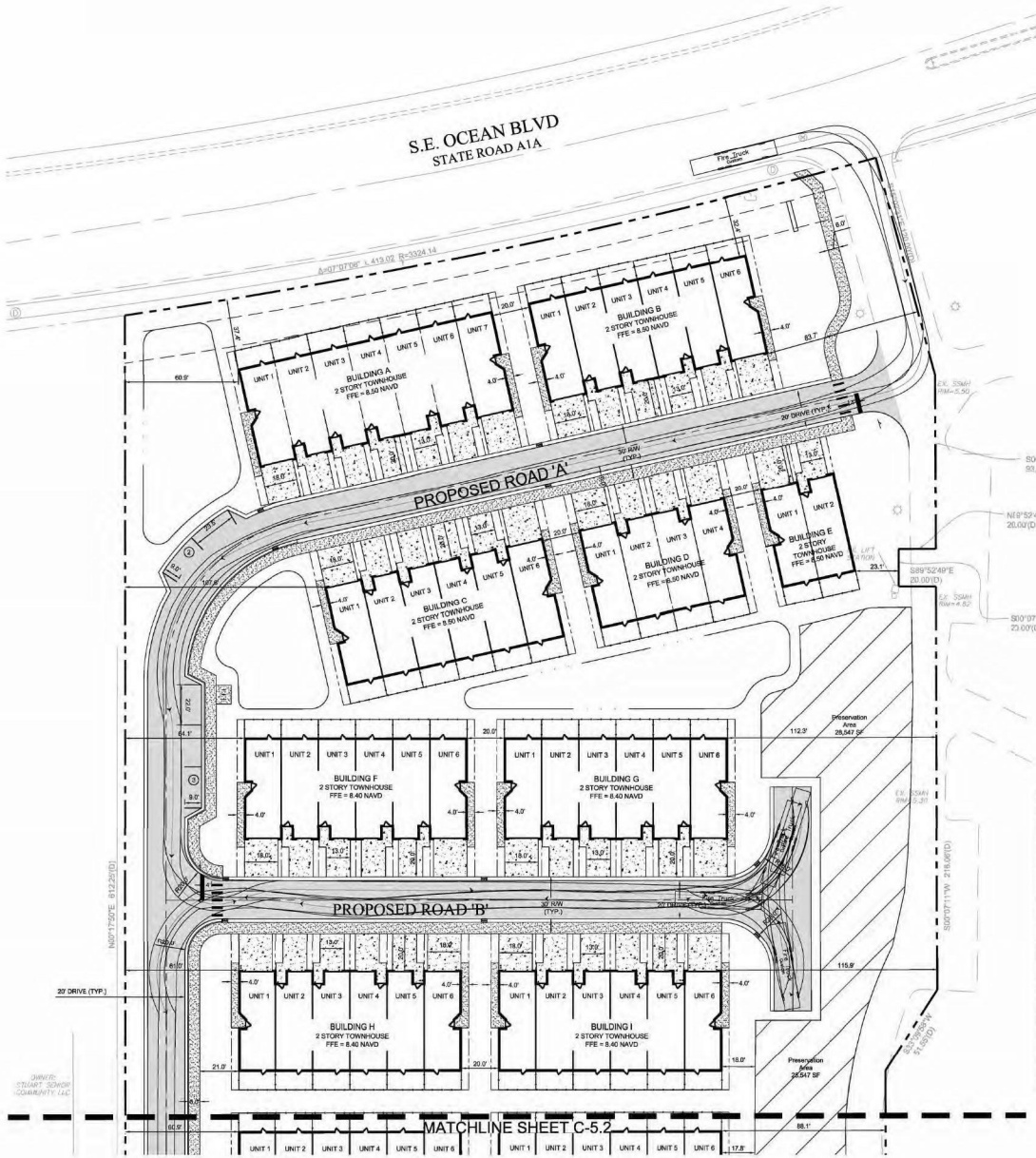
LAWSON PLAN ID

LEGACY PLAN NUMBER / NAME

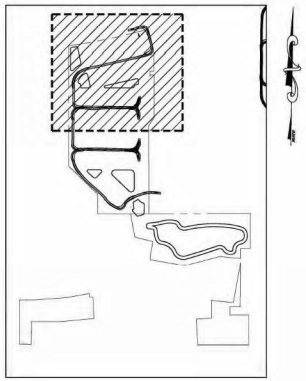
SHEET
B6.4-FM1A

PLOTTED: May 22, 2019 / Mark Anderson / TDC_3_2C-TH_NAVARRE_MASTER_ARCH_2019-05-09.DWG

06092020 CCM



PROPERTY LINE
ADJACENT PROPERTY LINE
EDGE OF SIDEWALK
UTILITY EASEMENT
WOOD FENCE
EDGE OF PAVEMENT
CHAIN LINK FENCE
CENTERLINE OF ROAD
OVERHEAD ELECTRIC SERVICE
WATER LINE
SEWER LINE
TYPE "F" CURB & GUTTER
DRAINAGE MANHOLE
IRRIGATION CONTROL VALVE
RPZ / DDCV
SIGN / CROSSWALK SIGNAL
FIRE HYRANT
CONCRETE UTILITY POLE/CONCRETE POWER POLE
SANITARY SEWER MANHOLE
SPOT ELEVATION
WATER VALVE / BACKFLOW PREVENTER
GUY ANCHOR
SANITARY SEWER MANHOLE
HAND HOLE
TRAFFIC JUNCTION BOX
UTILITY BOX
LIGHT POLE
WOOD UTILITY POLE



PROPOSED LEGEND

ASPHALT PAVEMENT
HEAVY DUTY CONCRETE PAVEMENT
CONCRETE PAVEMENT
TREE RESERVATION
TYPE "F" CURB & GUTTER
BUILDING SETBACK LINE
LANDSCAPE BUFFER LINE
FPL EASEMENT
PARKING OVERHANG
RETENTION POND
EDGE OF PAVEMENT
ELECTRIC TRANSFORMER W/ BOLLARDS
PARKING STRIPING
PARKING COUNT
FUEL VENTS
AIR/VAC
SIGN
MONUMENT SIGN
FUEL VENTS
AIR/VAC
BIKE RACK
RAMP
RAMP

DATUM NOTE

1. THE ELEVATIONS SHOWN HEROIN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29).

ABBREVIATIONS

EX.	EXISTING	S	SOUTH
INV.	INVERT	SAN.	SANITARY
N	NORTH	SS	SANITARY SEWER
PUB.	PUBLIC	SD	STORM DRAIN
PL	PROPERTY LINE	TYP.	TYPICAL
PROP.	PROPOSED	W	WEST
PRIV.	PRIVATE	WITH	WITH
R/W	RIGHT OF WAY	WV	WATER VALVE

SITE DATA	
APPLICATION NAME	SERRAGLII GROUP INVESTMENTS LLC
PARCEL CONTROL NUMBER	02-38-41-000-000-00020-6 & 01-38-41-000-000-00050-9
ZONING	R-3 - RESIDENTIAL (MULTI-FAMILY/DUPLEX)
SECTION/TOWNSHIP/RANGE	SECTION 2; TOWNSHIP 38 SOUTH; RANGE 41 EAST
PROPOSED USE	2-STORY SINGLE FAMILY TOWNHOMES
PROPOSED ZONING	RPUD (30 DU/ AC)
PROPOSED DWELLING UNITS	80 UNITS
F.A.R	0.17

SITE CALCULATIONS			
AREA	SF	ACRES	%
PARCEL A	349,446	8.02	73
PARCEL B	131,156	3.01	27
TOTAL SITE AREA (PARCEL A + B)	480,602	11.03	100
IMPERVIOUS AREAS: PAVEMENT/SIDEWALK/REAR PATIOS	55,082	1.26	12
EXISTING & PROPOSED VEHICULAR USED AREAS	66,670	1.53	14
BUILDING COVERAGE	83,230	1.91	17
TOTAL IMPERVIOUS AREA	204,982	4.70	43
DRY RETENTION AREAS	70,866	1.63	14
NATIVE PRESERVE AREAS	87,975	2.02	18
OTHER LANDSCAPE / OPEN SPACE	119,797	2.75	25
OPEN SPACE (GREEN)	275,640	6.33	57
OPEN SPACE REQUIRED			35% (MIN)

BUILDING SETBACKS		
DIRECTION	REQUIRED	PROPOSED
NORTH	50 FT	32.4 FT
EAST	5 FT	23 FT
SOUTH	10' FT	72.8 FT
WEST	5 FT	43 FT

PARKING	
PARKING REQUIRED	
2 SPACES PER UNIT W/ 2 OR MORE BEDROOMS	160 SPACES
PARKING PROVIDED	
1 SPACE PER GARAGE + 1 PER DRIVEWAY + 11 ON-STREET	171 SPACES
TOTAL PROVIDED	331 SPACES

LANDSCAPE BUFFERS		
DIRECTION	REQUIRED	PROPOSED
NORTH	15 FT	21.6 FT
EAST	25 FT	40.6 FT
SOUTH	25 FT	20.5 FT
WEST	25 FT	10.0 FT

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.

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Bowman Consulting Group, Ltd.
13450 W. Sunrise Blvd., Suite 320
Sunrise, FL 33323
Phone: (954) 314-8460
www.bowmanconsulting.com

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TRUCK ROUTE PLAN
STUART OCEAN TOWNHOMES
S.E. OCEAN BLVD
CITY OF STUART
MARTIN COUNTY, FLORIDA

Pulte Homes

REVISIONS		
DATE	DESCRIPTION	
BR DESIGN	SU DRAWN	JT CHKD
SCALE:	1" = 20'	
JOB No.:	010655-01-001	
DATE:	09/20/2019	
SHEET	TR-1	

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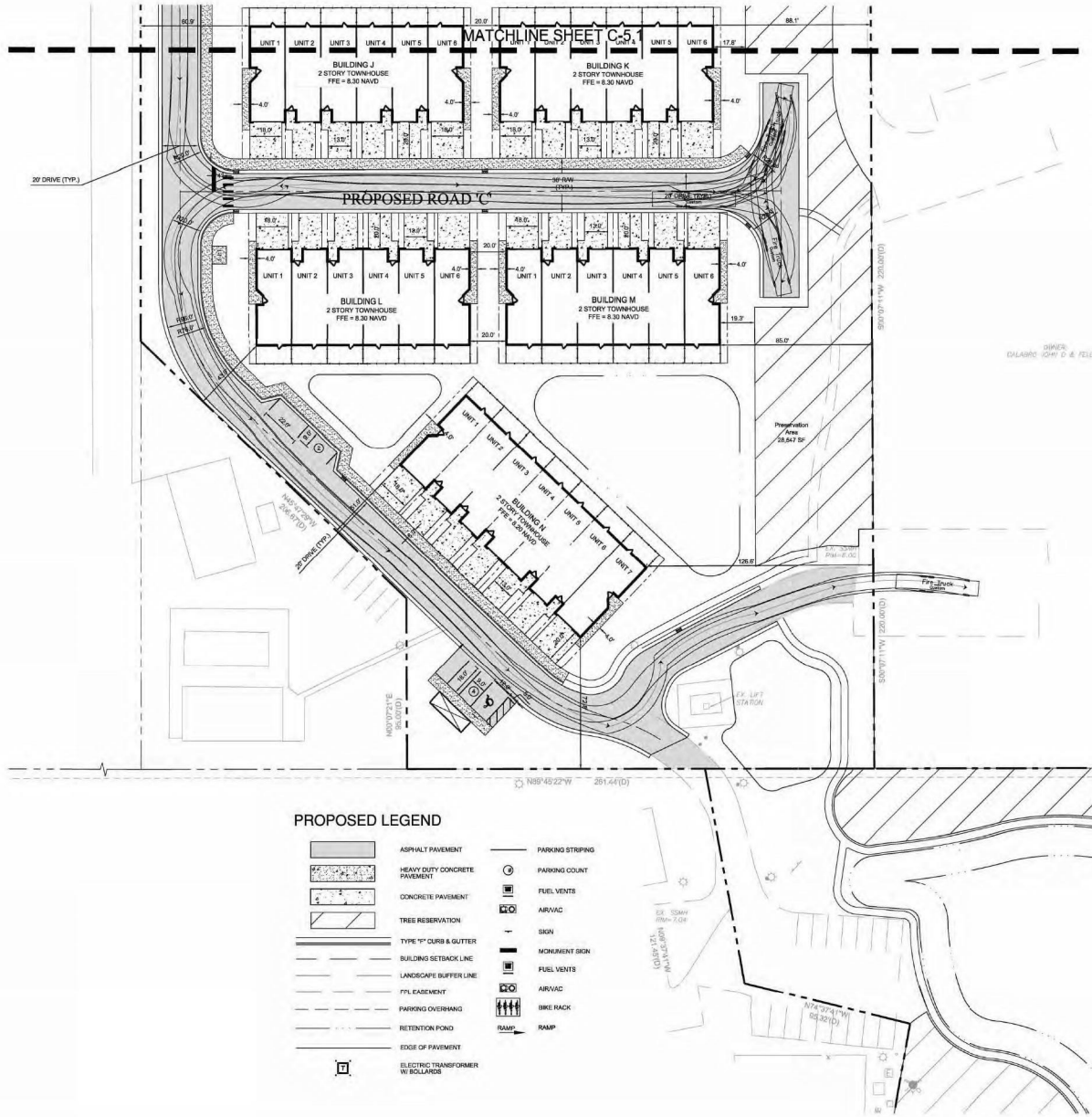
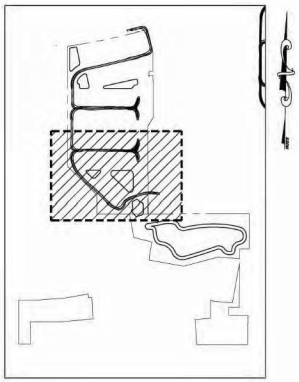
CAD file name: V:\010655 - Pulte Group\010655-01-001 (ENG) - Pulte Stuart Ocean - Stuart, FL\Engineering\Engineering Plans\Construction Plans\CAD\Sheet Files\010655-D-CP-001-05-TR.dwg 9/20/2019





PROPERTY LINE
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HAND HOLE
TRAFFIC JUNCTION BOX
UTILITY BOX
LIGHT POLE
WOOD UTILITY POLE

ABBREVIATIONS

EX.	EXISTING	S	SOUTH
INV.	INVERT	SAN.	SANITARY
N	NORTH	SS	SANITARY SEWER
PUB.	PUBLIC	SD	STORM DRAIN
PL	PROPERTY LINE	TYP.	TYPICAL
PROP.	PROPOSED	W	WEST
PRIV.	PRIVATE	W/	WITH
R/W	RIGHT OF WAY	WV	WATER VALVE

DATUM NOTE

1. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29).

SITE DATA	
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SECTION/TOWNSHIP/RANGE	SECTION 2; TOWNSHIP 38 SOUTH; RANGE 41 EAST
PROPOSED USE	2-STORY SINGLE FAMILY TOWNHOMES
PROPOSED ZONING	RPUD (30 DU/ AC)
PROPOSED DWELLING UNITS	89 UNITS
F.A.R	0.17

SITE CALCULATIONS			
AREA	SF	ACRES	%
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TOTAL SITE AREA (PARCEL A + B)	480,602	11.03	100
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BUILDING COVERAGE	83,230	1.91	17
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DRY RETENTION AREAS	70,868	1.63	14
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PROPOSED LEGEND

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HEAVY DUTY CONCRETE PAVEMENT
CONCRETE PAVEMENT
TREE RESERVATION
TYPE "F" CURB & GUTTER
BUILDING SETBACK LINE
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AIR/VAC
BIKE RACK
RAMP

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.

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TRUCK ROUTE PLAN
STUART OCEAN TOWNHOMES
S.E. OCEAN BLVD
CITY OF STUART MARTIN COUNTY, FLORIDA

Pulte Homes

REVISIONS		
DATE	DESCRIPTION	
BR DESIGN	SU DRAWN	JT CHKD
SCALE:	1" = 20'	
JOB No.:	010655-01-001	
DATE:	09/20/2019	
SHEET	TR-2	

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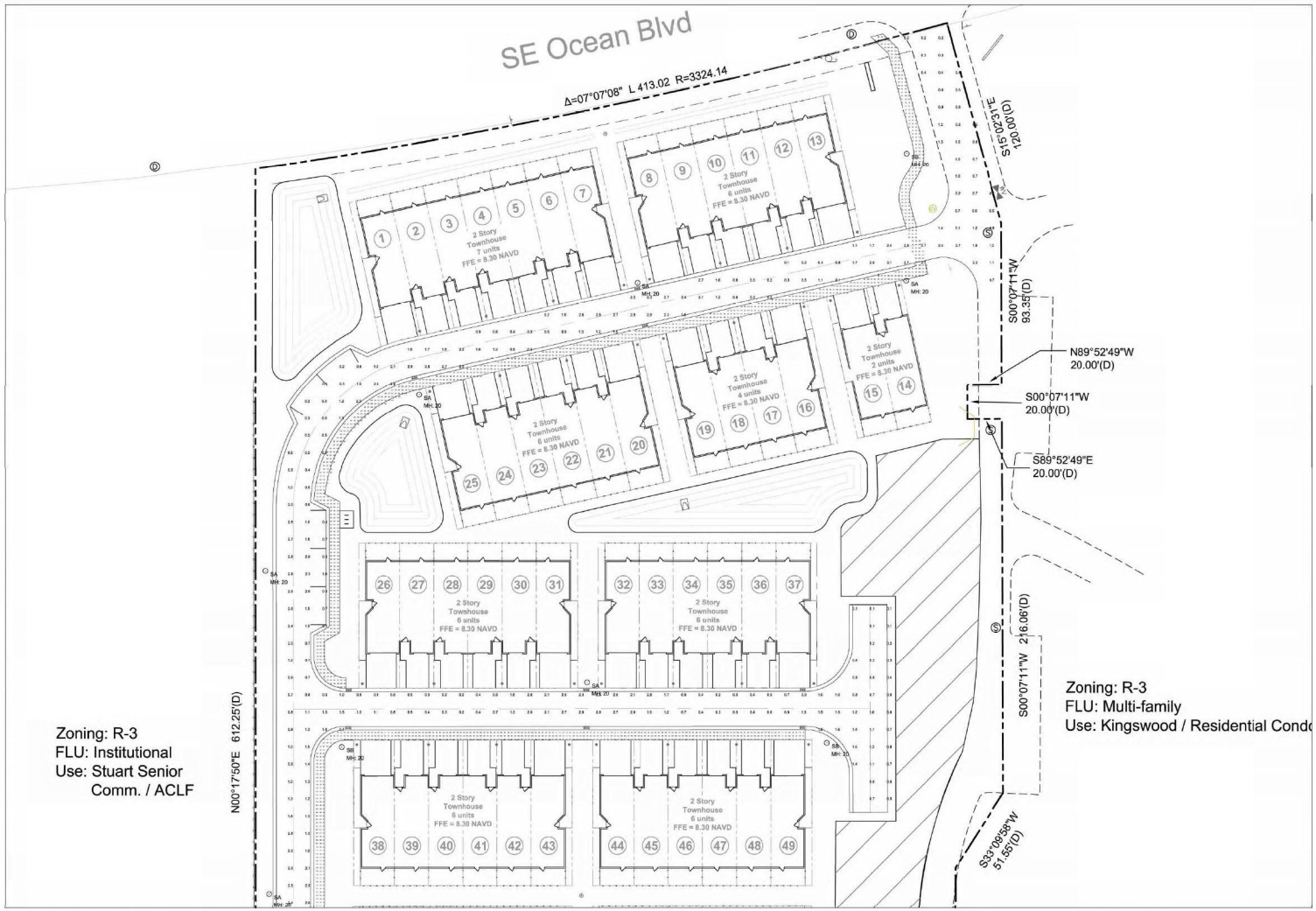

Photometrics Calculation Software Generated Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Lum. Lumens	Arr. Lum. Lumens	LLF	Lum. Watts	Arr. Watts
⊙	10	SA	SINGLE	12184	12184	0.900	156.5	156.5
⊙	5	SB	SINGLE	12893	12893	0.900	156.5	156.5

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CENTER SIDEWALK	Illuminance	Fc	0.91	2.9	0.1	9.10	29.00
NORTH SIDEWALK	Illuminance	Fc	1.12	3.2	0.1	11.20	32.00
SITE	Illuminance	Fc	1.09	3.1	0.0	N.A.	N.A.
SOUTH SIDEWALK	Illuminance	Fc	1.28	2.9	0.0	N.A.	N.A.

STUART OCEAN TOWNHOMES - SITE

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMPS	INPUT WATTS	MOUNTING	DIMMING (If Req)	REMARKS
SA	LED SITE LUMINAIRE	INVUE	MSA-F06-LED-E1-T2-FINISH	UNV	LED	156W	20' POLE	0-10V	NOTE 1, 2
SB	LED SITE LUMINAIRE	INVUE	MSA-F06-LED-E1-5XQ-FINISH	UNV	LED	156W	20' POLE	0-10V	NOTE 1, 2

FIXTURE SCHEDULE NOTES

NOTE 1: ADVISE FINISH

NOTE 2: FIXTURES MOUNTED ON 20' DIRECT-BURIAL FIBERGLASS PLP POLE #SFLD525

FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT RYAN HUFF @ LIGHTING DYNAMICS (772) 285-7169; RHUFF@LIGHTINGDYNAMICS.COM

Lighting Plan By:
LIGHTING DYNAMICS, INC.
7835 West Commercial Blvd.
Tamarac, FL 33351
(954) 944-0286
www.lightingdynamics.com

Scale: 1" = 30'

0' 15' 30' 60' 90'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Stuart Ocean Townhomes

Florida

City of Stuart

Site Lighting / Photometric Plan

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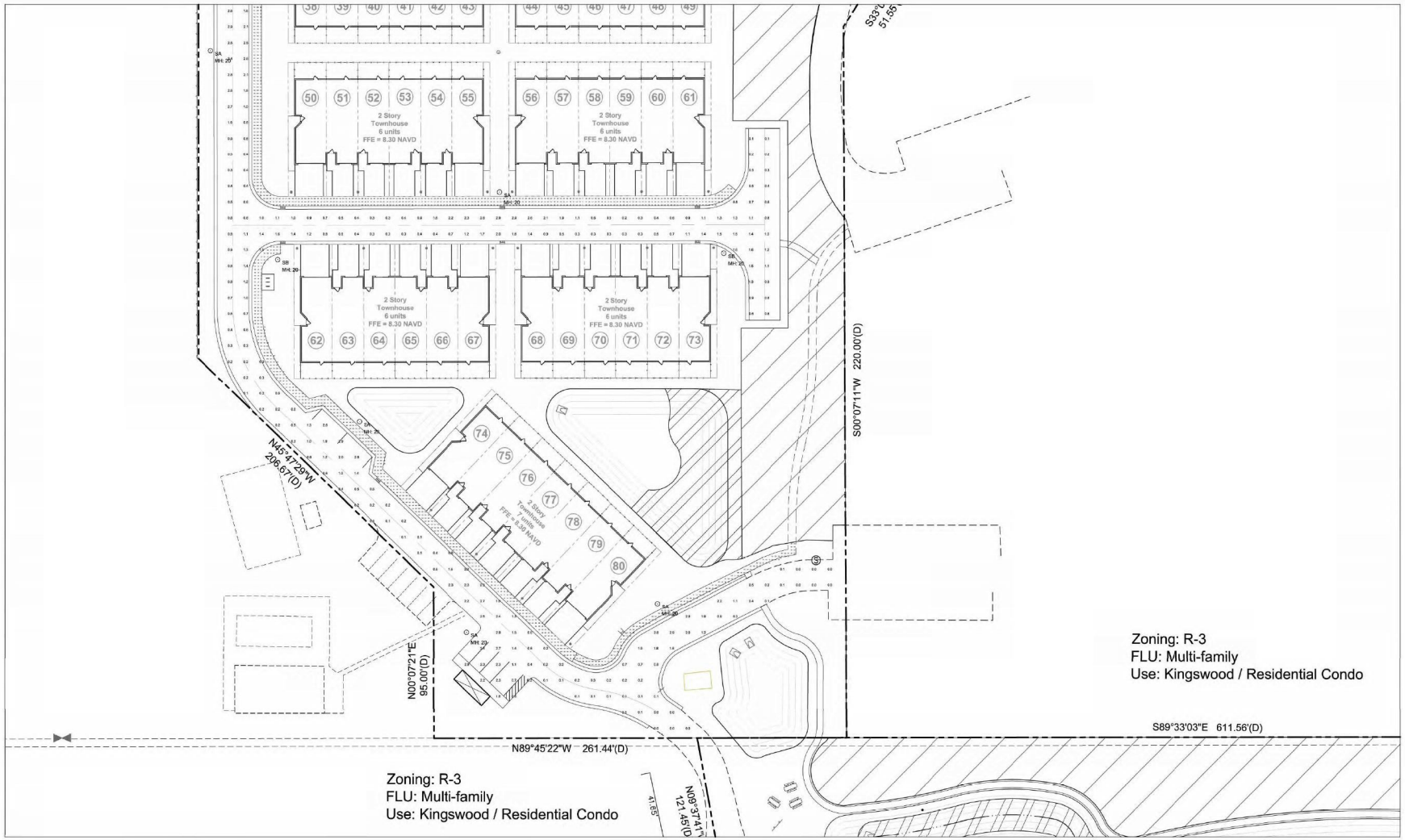
Job No. 19005
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 9-18-19
Revision Dates

L-1

08012020 CC M



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Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CENTER SIDEWALK	Illuminance	Fc	0.91	2.9	0.1	9.10	29.00
NORTH SIDEWALK	Illuminance	Fc	1.12	3.2	0.1	11.20	32.00
SITE	Illuminance	Fc	1.09	3.1	0.0	N.A.	N.A.
SOUTH SIDEWALK	Illuminance	Fc	1.28	2.9	0.0	N.A.	N.A.

STUART OCEAN TOWNHOMES - SITE

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMPS	INPUT WATTS	MOUNTING	DIMMING (If Req)	REMARKS
SA	LED SITE LUMINAIRE	INVUE	MSA-F06-LED-E1-T2-FINISH	UNV	LED	156W	20' POLE	0-10V	NOTE 1, 2
SB	LED SITE LUMINAIRE	INVUE	MSA-F06-LED-E1-5XQ-FINISH	UNV	LED	156W	20' POLE	0-10V	NOTE 1, 2

FIXTURE SCHEDULE NOTES

NOTE 1: ADVISE FINISH

NOTE 2: FIXTURES MOUNTED ON 20' DIRECT-BURIAL FIBERGLASS PLP POLE #SFLD525

FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT RYAN HUFF @ LIGHTING DYNAMICS (772) 285-7169; RHUFF@LIGHTINGDYNAMICS.COM

Lighting Plan By:
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Tamarac, FL 33351
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www.lightingdynamics.com

Scale: 1" = 30'

0' 15' 30' 60' 90'

North

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www.hjadesignstudio.com
LA 0000905

Stuart Ocean Townhomes

Florida

City of Stuart

Site Lighting / Photometric Plan

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Job No. 19005
Drawn By TT
Checked By MH
Approved By MH
Submittal Dates 9-18-19

Revision Dates

L-2

08012020 CC M

CITY OF STUART
City Commission
June 8, 2020 (Second Reading)

Project Name: Stuart-Ocean Townhomes RPUD	**Property Owner:** Serragui Group Investments, LLC
Project No.: Z19090005	**Applicant/Petitioner**: Pulte Home Company, LLC /HJA Design Studio
Ordinance No: 2435-2020	**Agent/Representative:** Michael Houston HJA Design Studio
	Case Planner: Tom Reetz
Location: Located on the south side of SE Ocean Blvd between The Pointe Assisted Living Facility and Kingswood Condo Association.	



PROJECT SUMMARY		
Property Size (area)		11.04 Acres
Present Use		Undeveloped
Subject Property Land Use		Multi-Family
Adjacent FLU	*North*	Martin County Medium Density
	South	Multifamily
	East	Multifamily
	West	Institutional
Subject Property Zoning		R3 Multifamily /Office
Adjacent Zoning	*North*	Martin County Multifamily
	South	R3 Multifamily/Office

	East	R3 Multifamily/Office
	West	R3 Multifamily/Office
Proposed Use		Attached homes (up to 7) – See Ordinance 2435-2020
City Approvals		Building Department – No comments at this time. Fire Department – See attached comments Public Works – See attached comments
Brief Explanation		The intent of this application is to rezone from R-3 to RPUD. The subject property is 11.04 acres. The property is currently undeveloped. The intent of this project is to allow 80 attached homes to be developed on the site while upgrading the drainage and enhancing the buffers and creating a lake with Littoral plantings and footpaths.
Staff Recommendation: Staff recommends approval for the land use and zoning change for 80 town-home units and master site plan approval.		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

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

B. Site Posting Date: 04-25-2020

C. Mail Notice Postmark: 04-25-2020 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. MAJOR AMENDMENT TO THE RPUD ORDINANCE NO. 2319-2019

III. APPLICATION: Dated September 20, 2020

IV. HISTORY OF THE SITE

The subject property is an approximately 11.04-acre vacant property located on SE Ocean A1A Blvd. in an urban area of on the eastern edge of jurisdictional limits of the City of Stuart. The Future Land Use Map (FLUM) designation of the property is Multifamily (MF) with a compatible zoning district designation of R-3 Residential - multi-family/office. The subject property had been part of the Kingswood Condominium community, built starting in 1970 through to 1995. The subject property includes the lands that remained vacant and unbuilt and now within separate ownership to the Kingswood Condo community. In a number of places, existing driveways and parking areas from the Kingswood community encroach onto the subject site.

V. STAFF ANALYSIS

Site and Area Characteristics

The site plan along with the townhomes in 14 buildings, depicts 3.11 acres of preserved / enhanced native areas or 28% of the site. The six dry retention areas totaling 26,848 sq. ft. will be planted with native vegetation. In Parcel B, 17,285 sq. ft. of the 34,571 sq. ft of offsite preserve areas are to be credited to the subject property proposal. Additionally, a 40,485 sq. ft. wet pond / lake is accommodating the retention of existing parking areas which serve the established Kingswood Condo community and is also intended to be utilized by the proposed Pulte Home Company, LLC townhome community.

The existing vegetation on the site has been surveyed and the proposed development respects the preservation of existing vegetation where applicable and possible while accommodating an infill proposal within an urban area of the City of Stuart. The proposed site plan achieves the preservation by creating preserve areas and native landscape areas.

to meet the 25% code requirements. Upland buffers/littoral planting is accommodated and includes an extension of existing preserve areas.

Project Description

This unique townhouse project is a request for a rezoning from R-3 to RPUD and a Major Development

Site Plan Application. The site is located on the south side of East Ocean Boulevard and adjacent on three sides to the multi- family Kingswood community. The Point at Ocean Boulevard senior community ACLF is to the west of the site. The property consists of three separate parcels all owned by the same owner. The subject parcel for the rezoning consists of the largest parcel which is 11.04 acres and includes 80 proposed townhomes on the north and a 1.09-acre stormwater lake, preserve areas and recreational trails on the south. Parcels B is 0.57 acres and is not included in the rezoning but is being used for preserve credits. No use is proposed for Parcel A. The proposed townhouse project will be 7.25 units per acre and will be owned in fee- simple ownership. All of the townhomes are two stories with three bedrooms and have one and two car garages with a tandem parking space in their driveway. The site plan reflects, however, that the end units only have one garage space but have space for two cars. Eleven on- street guest spaces are proposed which include spaces for the mail kiosk area. A nature trail that exists between Kingswood and the subject site will be preserved and extended.

The site's proposed native vegetation and upland preserve are made up of three separate areas. The on- site preserve is 1.83 acres. Parcel B will have an offsite preserve credit of 0.40 acres. In addition, created native vegetation areas consist of 0.88 acres of littoral zones in the storm water lake, dry retention areas and their perimeters will be planted with native vegetation. The total proposed native vegetation areas / preserve areas equals 3.11 acres or 28% of the site which exceeds the City's 25% requirement.

This project is a classic opportunity for well-planned and contextual in-fill development within this area of older apartment complexes. The subject site includes a driveway that runs through the parcel from the Kingswood entrance off East Ocean Boulevard and connects to the south and SE Kingswood Terrace. That driveway alignment will be slightly changed, and new asphalt constructed. Other existing driveways and parking areas which are part of the Kingswood communities will not be changed as well as existing trails and sidewalk connections.

The proposed project has been planned and designed to harmonize with the existing neighborhood while providing a new townhome concept not found in this part of the City..

Future Land Use Amendment and Comprehensive Plan Consistency Review

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

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

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

1. The existing land use pattern;

The subject property has a Future Land Use designation of Multi-family Residential, Per Section 2.01.03, Table 1, the zoning on the subject property is compatible with Residential Planned Unit Development (RPUD). A townhome development is a permitted use as either a single family or multi-family land use classification. The land use pattern will remain unchanged as part of this proposal with Multi-family Residential dominating this part of the eastern edge of the City of Stuart's jurisdictional area. Patterns of development are predominantly residential, with a number of condominium communities having been established and an independent living facility to the immediate west of the property. Existing properties range in height from 2 to 4 stories with the proposed Stuart Ocean townhome community including maximum heights of 2 stories as part of the development pattern and scale. The proposal is consistent with the future land use provisions and consistent with the City Land Development Code provisions regarding use as per Section 2.01.03.

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

Rezoning the property to the RPUD will not detract from the overriding Multi- family future land use designation policy protection measures associated with the property. The majority of the properties surrounding the site are zoned R-3, Liberal

Multiple Family zoning district designation which includes the townhomes as a permitted use consistent with the applicant's request. The RPUD zoning agreement affords the project the opportunity to attached conditions specific to expectations for development on the site, will ensure safeguards are in place to complement existing patterns of development. Some of those additional safeguards will also offer the necessary assurances to the established Kingswood Condo residents regarding preservation of existing trails and parking areas, open space and

upland preservation area provisions which offer significant amenity to the proposed and existing communities.

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

The proposal site is located on the edge of the urban fringe of the City of Stuart's jurisdiction where infrastructure is readily available and access to stores and businesses lie close to the property. As an urban infill site, the property is located within a well-established residential community with schools, utilities and existing streets to be utilized to accommodate the project all readily available. Utilizing the subject property offers an opportunity to add to the existing City population, strengthening support of the existing schools, commercial and community infrastructure within the City limits and achieves a sustainable and complimentary form of development.

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

As per the Engineer's report and analysis provided in support of the project, existing water and sewer provisions are readily available and impact fees will be paid to contribute towards the introduction and maintenance of the project. Adding residential provisions to this part of the City will also provide a growth in tax revenues to add to the overall maintenance and provision of public service provisions within the City of Stuart.

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

Rezoning the property to RPUD is an acceptable zoning district designation for properties with a Multi-family land use designation. A zoning change is required on the property to RPUD to address certain elements of the City of Stuart Land Development Regulations which do not make the necessary provisions to allow for the design and siting of townhomes regarding minimum lot sizes and minimum lot widths and introducing a townhouse type dwelling. Right of way requirements afforded to a property ordinarily require a 20' to center line for a two-way traffic access road whereas a townhome development such as that proposed on the subject property can achieve reduced driveway widths while ensuring the safe travel through the proposed community.

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

The development of a vacant infill lot in an urban area of the City of Stuart will provide additional residential units in this area of the City. Benefits to the adjacent neighborhood include greater access to an improved and well-planned set of open space and upland preservation areas through an expansion and formulization of trails. Proposed buffer provisions, landscape improvements and the introduction of a townhome development is of a scale, use and layout complimentary to the long-established residential condominium communities.

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

The proposed townhome units have been placed in blocks ranging from 2 to 7 units throughout the site. None of the units are within proximity to any single family residential units. The proposed two-story height will not detract from established residential units ranging from 2 to 4 stories in height at the Kingswood Condo community.

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

Developing the property with the assurances and development parameters clearly established in the PUD will increase property values and add to the tax bases in both the City and County.

9. The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations:

The proposed rezone to RPUD provides additional assurances in the form of a PUD zoning agreement in addition to the parameters of development afforded to a property with an R-3 zoning district designation.

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

An objective of the City of Stuart is to plan for a city with diverse and sustainable supply of a mixed housing provision. This project will increase those provisions available within the City of Stuart.

A. Technical Review by Other Agencies

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

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

VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

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

May 22, 2020

Stuart Ocean Townhomes
RPUD Zoning & Major Development Site Plan Approval

Project Narrative

This unique townhouse project is a request for a rezoning from R-3 to RPUD and a Major Development Site Plan Application. The site is located on the south side of East Ocean Boulevard and adjacent on three sides to the multi- family Kingswood community. The Point at Ocean Boulevard senior community ACLF is to the west of the site. The property consists of three separate parcels all owned by the same owner. The subject parcel for the rezoning consists of the largest parcel which is 11.04 acres and includes 80 proposed townhomes on the north and a 0.93 acre stormwater lake, preserve areas and recreational trails on the south. Parcels B is 0.57 acres and is not included in the rezoning but is being used for off-site preserve credits. No use is proposed for Parcel A. The proposed townhouse project will be 7.25 units per acre and will be owned in fee- simple ownership. All of the townhomes are two stories with three bedrooms. The 27 end units have two car garages as well as two parking spaces in their driveways. Only one of the two spaces within their garages are being counted towards our parking requirements. The 53 interior units have one car garages as well as one parking space in their driveways. In addition, sixteen on-street guest spaces are proposed which include spaces for the mail kiosk area. A nature trail that exists between Kingswood and the subject site will be preserved and extended.

The site's proposed native vegetation and upland preserve are made up of three separate areas. The on-site preserve is 1.83 acres. Parcel B will have an offsite preserve credit of 0.40 acres. In addition, created native vegetation areas consist of 0.88 acres of littoral zones in the storm water lake and six separate dry retention / rain gardens planted with native vegetation. The total proposed native vegetation areas / preserve areas equals 3.11 acres or 28% of the site which exceeds the City's 25% requirement.

This project is a classic opportunity for well planned and contextual in-fill development within this area of older apartment complexes. The subject site includes a driveway that runs through the parcel from the Kingswood entrance off East Ocean Boulevard and connects to the south and SE Kingswood Terrace. That driveway alignment will be slightly changed, and new asphalt constructed. Other existing driveways and parking areas which are part of the Kingswood communities will not be changed as well as existing trails and sidewalk connections.

The proposed project has been planned and designed to harmonize with the existing neighborhood while providing for a much needed new townhome development not found in this part of the City. The applicant is excited about the opportunity of developing their first new community in the City of Stuart.

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December 5, 2019
Our Ref #: 19-005

Stuart Ocean Townhomes
RPUD Zoning &
Major Development Site Plan Approval

The Request: On behalf of Pulte Home Company, LLC as the Contract Purchaser, this is a request to rezone the property from R-3, residential - multi-family/office to a Residential Planned Unit Development (RPUD) to allow the construction of 80 unit two story townhomes located off of SE Ocean A1A Blvd. in Stuart, Florida. A major development site plan is also required to approve the project. These requests are to be considered concurrent by staff.

The Subject Property: The subject property is an approximately 11.04-acre vacant property located on SE Ocean A1A Blvd. in an urban area of on the eastern edge of jurisdictional limits of the City of Stuart. The Future Land Use Map (FLUM) designation of the property is Multifamily (MF) with a compatible zoning district designation of R-3 Residential - multi-family/office. The subject property had been part of the Kingswood Condominium community, built starting in 1970 through to 1995. The subject property includes the lands that remained vacant and unbuilt and now within separate ownership to the Kingswood Condo community. In a number of places, existing driveways and parking areas from the Kingswood community encroach onto the subject site.

The property owner is Serragui Group Investments, LLC with the prospective purchaser and applicant being Pulte Home Company, LLC.

The property is included in the Kingswood Condo subdivision and consists of two legal parcels depicted as parcel control numbers 02-38-41-000-00000020-6 and 02-38-41-000-00000050-9. The largest parcel 02-38-41-000-00000020-6 fronts SE Ocean Blvd. and consists of 8.0291 acres of vacant property intended to accommodate the proposed 80-unit two story Pulte Home Company, LLC townhome community. Two vacant parcels (A and B) as per parcel 02-38-41-000-00000050-9 includes 5.2840 acres of land intended to accommodate upland preserve.

The site plan along with the townhomes in 14 buildings, depicts 3.11 acres of preserved / enhanced native areas or 28% of the site. The six dry retention areas totaling 26,848 sq. ft. will be planted with native vegetation. In Parcel B, 17,285 sq. ft. of the 34,571 sq. ft of offsite preserve areas are to be credited to the subject property proposal. Additionally, a 40, 485 sq. ft. wet pond / lake is accommodating the retention of existing parking areas which serve the established Kingswood Condo community and is also intended to be utilized by the proposed Pulte Home Company, LLC townhome community.

The existing vegetation on the site has been surveyed and the proposed development respects the preservation of existing vegetation where applicable and possible while accommodating an infill proposal within an urban area of the City of Stuart. The proposed site plan achieves the preservation by creating preserve areas and native landscape areas

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to meet the 25% code requirements. Upland buffers/littoral planting is accommodated and includes an extension of existing preserve areas.

Tree Mitigation: This in-fill site, like many vacant parcels in the City of Stuart, will require the removal of native trees to allow for this new much- needed townhome community. The adjacent Kingswood community has utilized the eastern portion of the site for a nature trail and in a number of cases for driveways and parking areas. The applicant proposes to preserve trees and native understory for much of the area along this common boundary and the nature trail. In addition, supplemental native trees and shrubs will be planted in less dense areas to 'fill out" the native habitat.

To compensate for the removed native trees additional numbers of larger than required native trees and various palm trees are proposed on the site as indicated on the submitted landscape plans. However, the required pine tree mitigation has been met on site but the hardwoods cannot be reasonably accommodated on the site and so the applicant is proposing to contribute 50% of the required replacement inches which comes out to $111,125 to the City's Tree Fund. The applicant is proposing that, where feasible, this amount be used to supplement non- landscaped areas within the Kingswood Community including the existing pool southwest of the proposed project and other open spaces.

Surrounding Properties Land Use & Zoning: The subject property consists of two vacant parcels located to the south of SE Ocean A1A Blvd. with an established principle access off this State maintained as a major arterial right-of-way.

Property immediately abutting to the north of the subject property consists of the SE Ocean A1A Blvd. and an established Cedar Pointe Village residential condominium community further north of SE Ocean A1A Blvd. Cedar Pointe Village is a property located within Martin County's jurisdiction with a Future Land Use designation of High Density Residential and a zoning district designation of R-3, Liberal Multiple Family. The subject property is within the City of Stuart and has a Land Use designation of Multi-family and is zoned R-3, Residential - multi-family/office.

To the east and south of the subject property is the long established 444-unit Kingswood Condominium Community built from 1970 until 1995 with floor plans ranging from 2-bedroom, 2-bathroom condos with 1,236 sq. ft. to 1-bed, 1-bath condos with 691 sq.ft. of living area. Most of the Kingswood community consists of two-story condos with three newer 4 story elevator buildings having been completed more recently on the neighboring property. The Kingswood Condo community is separated into three phases with each having a separate property management company and HOA structure. Phases 1 and 3 each have one pool, clubhouse and shuffleboard courts and Phase 2 has the same amenities but with two pools and clubhouses. The property to the east and south has a Multi-family future land use designation and is zoned R-3, Liberal Multiple Family. The vacant parcels the subject of this development proposal have been carefully designed to safeguard the Kingswood Condo existing amenities while introducing an infill project of a scale and architectural style that is sympathetic and mindful of the existing established residential community.

To the West of the subject property is The Pointe at Ocean Blvd., an independent living community with apartments consisting of 3 story units with an Institutional Future Land Use and an R-3, Liberal Multiple Family zoning district designation. Further west of the subject property is Vista Pines condo community with a Multi-family future land use and R-3, Liberal Multiple Family zoning district designation.

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Proposed Development: The applicant is proposing to construct 80-unit two story townhomes known as Stuart Ocean Townhomes on a vacant infill property situated on the urban edge of the City of Stuart jurisdiction. The 80 units are to be accommodated in 14 separate townhome buildings consisting of the following breakdown in number of units per each:

Building A 7 units
Building B 6 units
Building C 6 units
Building D 4 units
Building E 2 units
Building F 6 units
Building G 6 units
Building H 6 units
Building I 6 units
Building J 6 units
Building K 6 units
Building L 6 units
Building M 6 units
Building N 7 units

The townhome development has been designed to be easily accessed of SE Ocean A-1A Blvd. with multiple driveway connections creating a well-planned urban infill project of a scale and density sympathetic to the longer standing established communities. Proposed driveways and sidewalks consist of layouts that will improve pedestrian and vehicular connections within the subject property and the surrounding established Kingswood Condo community. The townhomes have open floor plans and a two-car garage. Each of the floorplans consists of three-bedrooms and 2.5-baths measuring just under 1,900 square feet of living space.

A rezone to RPUD is required to address certain code provisions that are not included in the City LDR when considering the introduction of townhomes when property is zoned R-3:

- Section Sec. 2.04.01. - Generally. Minimum lot area 6,000 sq.ft.
- Minimum lot width 60 ft.
- Minimum Setbacks – front 25 ft,, sides 8 ft. and rear 20 ft.
- Sec. 6.01.03. - Rights-of-way. - Minimum driveway access requires 20 ft each side of center line as a local street and 15ft as an alley. The site plan makes provisions for 30 ft. private access driveways.
- Section 6.07.00.C.- Lighting maximum of 15 feet in height within non-vehicular pedestrian areas where the applicant requests a maximum height of 20 feet.
- Sec. 6.11.17. - Design standards matrix requires a maximum height of 6 ft. where the applicant is requesting a maximum height of 8 ft.

The public benefits offered as part of the development application and PUD zoning agreement include the following:

- The creation of preserve areas and native landscape areas to meet the 25% on property.

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- Upland buffer provisions where a littoral and extension of existing preserve is proposed.
- The creation of recreational lake trails that provide connectivity for pedestrians throughout the proposed and existing communities.

Such a request is consistent with Comprehensive Plan Objective B1 – Compact Urban Form, as the project discourages urban sprawl by facilitating urban redevelopment an infill development of properties and planning for urban infill and redevelopment of lands located within Stuart to achieve a compact urban form. The project is also consistent with Comprehensive Plan Objective B3. Desirable pattern of land uses. The proposal will enhance the pattern of development in a way that is compatible and convenient to City residents, businesses and visitors and avoids inappropriate or wasteful use of land.

Access & Vehicular Circulation & Pedestrian Connectivity: The main access to the subject property is intended to utilize the existing connection from the Kingswood Condo Community to SE Ocean SR A-1A Blvd. In addition, a cross connection on the southern portion of the subject property is intended to be accommodated to achieve a connection of vehicular traffic directly to Monterey Road (SR-714), via Kingswood Terrace. Within the proposed Stuart Ocean Townhomes project driveways have been designed to measure 30' as private access drives with 20' wide drive types. Established access and circulation roads connected with the Kingswood Cond community are intended to be maintained and effectively linked to the proposed subject property driveways and circulation provisions.

In addition to vehicular access, the site includes effective pedestrian circulation that will accommodate the new residents of the subject property while also maintaining and enhancing pedestrian connectivity within the established Kingswood Condo community. The creation of trails around the proposed detention area and connections to the existing trails in place and serving existing communities, will provide an enhanced level of pedestrian connectivity benefiting all of the residents within the area.

Traffic Study: A Traffic Impact Study has been prepared by the JFO Group, Inc. Trip distribution and assignment has incorporated the characteristics of the proposed development as well as the surrounding network configuration. The proposal was assessed against the provisions of the Land Development Code and categorized as a project with de minimis impact and a development in compliance with the Adequate Public Facilities Standards. Refer to the Traffic Impact Study for the full and complete analysis of the proposal against traffic and concurrency code provisions.

Parking Provisions: City of Stuart Land Development Code, Sec. 6.01.13. - Off-street parking schedule, requires 2 parking spaces per unit when 2 or more bedrooms are proposed. Parking within the subject property is proposed to include 198 spaces where 160 spaces are required. The 38 additional parking spaces will ensure adequate parking provision within the community and includes 11 on street parking spaces. The retention of existing parking on parcels A and B as indicated on the site plan achieves the retention of parking that has been historically connected with serving existing residents of the Kingswood Condo Community. The subject property site plan has been designed to achieve an unobstructed access through the parking areas to ensure emergency service vehicles may navigate through the property safely and effectively.

Architectural Details: The project has been designed with the theme of the architecture being South Florida Mediterranean with an emphasis on residential details of a high standard to represent Pulte Home, LLC products well established within other communities across Florida. The facades and variable size of the townhome buildings in

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blocks ranging from two to seven units within each of the structures, create a visual interest and varying scale of development throughout the proposed community. Architectural details are included on each of the four sides of the proposed townhome units with the entry to the development via SE East Ocean A1A Blvd offering a high standard of design and scale.

Landscaping & Buffers: The landscape as proposed meets the requirements of the City's approved plant list and exceeds the 50% native requirements.

Landscape buffers have been provided on the eastern and western sides of the subject property with a 10' landscape buffer to be included on the western edge and measuring 80 ft. at its widest point along a large part of the eastern edge of the subject property. Throughout the subject property a series of dry retention areas are also intended to accommodate rain gardens, adding an extensive visual and environmental amenity to the project. Internal to the property the applicant has provided the necessary plantings according to the height of the respective buildings. Additional landscaping will be provided within the trail areas, around the dry detention areas and within the public open space areas.

Signage: A signage program will be proposed as part of the site plan application. The signage will include a proposed monument sign intended to identify Stuart Ocean Townhome development to the public. The sign will be located at the main vehicular entrance off of SE East Ocean A1-A Blvd. 10 feet from the right of way. The sign will be a maximum height of 8' by a maximum base width of 21'. The sign will include the project address and name of the residential community.

Request for Major Site Plan Approval:

Demonstration that the proposed 80 unit townhome development 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.

FLU – The subject property has a future land use (FLU) designation of Multifamily (MF). Per Section 2.01.03 Table 1, the zoning of the subject property is a compatible Residential Planned Unit Development (RPUD). A townhome use is a permitted use in the RPUD zoning district per code Section 2.02.02 Table 2.

The Multi-family future land use designation and proposed RPUD zoning district designation affords the property the opportunity to accommodate 330 residential units on the subject property and a maximum density of 30 dwelling units per acre. The applicant proposes to accommodate 80-unit townhome development, with a proposed density of 7.25 dwelling units per acre which will not exceed the density requirements of Section 2.03.03 regarding density provisions. The intensity is of the will not exceed LDC Sec. 2.03.10. - Table 4 requirements.

The use is compatible with both existing uses, zoning and FLU. The proposed use is compatible with the surrounding established namely residential condo communities.

LOS Transportation - The proposed development is located on SE East Ocean A-1a Blvd. It is anticipated that the proposed development will have no adverse impact on the level

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of service applicable to SE Ocean Blvd and this part of the community. The Traffic Impact Study provides details to support this statement.

The following Level of Service standards are adopted in the Comprehensive Plan Infrastructure element to be used as the basis for determining the availability of facility capacity.

• Sanitary sewer facilities o 80 gallons per capita per day (residential) o 1,100 gallons per acre per day (nonresidential) o 115 gallons per capita per day (total wastewater flow rate) • Solid waste facilities o 3.5 pounds per capita per day (residential) o 0.007 pounds per square foot per day (nonresidential) • Drainage facilities o Retention of half of the runoff of a 25-year/3-day-duration storm event for parcels greater than 1 acre, and retention of half of the runoff of a 10-year/3-day storm event for parcels less than 1 acre • Finished Potable water o 250 gallons per day per equivalent residential connection o The site is within the service area whereby such levels of service are available and adequate to accommodate an 80 unit townhome development.

With the exception of those applicable code provisions detailed above as applicable for review against the merits of the request to rezone the property to RPUD, the project complies with the relevant development standards of the City of Stuart Land Development Code.

Rezoning Application:

Rezoning and Land Development Code Consistency Review : Section 11.01.02.7 (Zoning Map Changes) of the Land Development Code requires the Local Planning Agency to consider the following criteria prior to making an advisory recommendation to the City Commission.

Comprehensive Plan Policy A7.1. includes townhomes as a permitted use for properties with either a Low Density Residential or Multi-Family Residential land use designation. As the property has a Multi-Family Land Use designation, a townhome use is therefore permitted, as is the case with a property zoned R-3, Liberal Multiple Family zoning district designation.

The existing land use pattern: The subject property has a Future Land Use designation of Multi-family Residential, Per Section 2.01.03, Table 1, the zoning on the subject property is compatible with Residential Planned Unit Development (RPUD). A townhome development is a permitted use as either a single family or multi-family land use classification. The land use pattern will remain unchanged as part of this proposal with Multi-family Residential dominating this part of the eastern edge of the City of Stuart's jurisdictional area. Patterns of development are predominantly residential, with a number of condominium communities having been established and an independent living facility to the immediate west of the property. Existing properties range in height from 2 to 4 stories with the proposed Stuart Ocean townhome community including maximum heights of 2 stories as part of the development pattern and scale. The proposal is consistent with the future land use provisions and consistent with the City Land Development Code provisions regarding use as per Section 2.01.03.

The possible creation of an isolated district unrelated to adjacent and nearby districts: Rezoning the property to the RPUD will not detract from the overriding Multi-family future land use designation policy protection measures associated with the property. The majority of the properties surrounding the site are zoned R-3, Liberal

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Multiple Family zoning district designation which includes the townhomes as a permitted use consistent with the applicant's request. The RPUD zoning agreement affords the project the opportunity to attached conditions specific to expectations for development on the site, will ensure safeguards are in place to compliment existing patterns of development. Some of those additional safeguards will also offer the necessary assurances to the established Kingswood Condo residents regarding preservation of existing trails and parking areas, open space and upland preservation area provisions which offer significant amenity to the proposed and existing communities.

The population density pattern of the area and possible increase or overtaxing of the land on public facilities such as schools, utilities and streets: The proposal site is located on the edge of the urban fringe of the City of Stuart's jurisdiction where infrastructure is readily available and access to stores and businesses lie close to the property. As an urban infill site, the property is located within a well-established residential community with schools, utilities and existing streets to be utilized to accommodate the project all readily available. Utilizing the subject property offers an opportunity to add to the existing City population, strengthening support of the existing schools, commercial and community infrastructure within the City limits and achieves a sustainable and complimentary form of development.

The possible overloading of the City's utility system: As per the Engineer's report and analysis provided in support of the project, existing water and sewer provisions are readily available and impact fees will be paid to contribute towards the introduction and maintenance of the project. Adding residential provisions to this part of the City will also provide a growth in tax revenues to add to the overall maintenance and provision of public service provisions within the City of Stuart.

The existing district boundaries in relation to existing conditions on the subject property: Addressed above.

The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate: Rezoning the property to RPUD is an acceptable zoning district designation for properties with a Multi-family land use designation. A zoning change is required on the property to RPUD to address certain elements of the City of Stuart Land Development Regulations which do not make the necessary provisions to allow for the design and siting of townhomes regarding minimum lot sizes and minimum lot widths and introducing a townhouse type dwelling. Right of way requirements afforded to a property ordinarily require a 20' to center line for a two-way traffic access road whereas a townhome development such as that proposed on the subject property can achieve reduced driveway widths while ensuring the safe travel through the proposed community.

The impact of the proposed rezoning upon living conditions in the adjacent neighborhood: The development of a vacant infill lot in an urban area of the City of Stuart will provide additional residential units in this area of the City. Benefits to the adjacent neighborhood include greater access to an improved and well-planned set of open space and upland preservation areas through an expansion and formulization of trails. Proposed buffer provisions, landscape improvements and the introduction of a townhome development is of a scale, use and layout complimentary to the long-established residential condominium communities.

The impact of the rezoning upon the flow of light and air to adjacent areas: The proposed townhome units have been placed in blocks ranging from 2 to 7 units throughout

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the site. None of the units are within proximity to any single family residential units. The proposed two-story height will not detract from established residential units ranging from 2 to 4 stories in height at the Kingswood Condo community.

The impact of the proposed rezoning upon property values in the adjacent area: Developing the property with the assurances and development parameters clearly established in the PUD will increase property values and add to the tax bases in both the City and County.

The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations: The proposed rezone to RPUD provides additional assurances in the form of a PUD zoning agreement in addition to the parameters of development afforded to a property with an R-3 zoning district designation.

The existence of other adequate sites in the City for the proposed use in districts already permitting such use: An objective of the City of Stuart is to plan for a city with diverse and sustainable supply of a mixed housing provision. This project will increase those provisions available within the City of Stuart.

Application to Rezone Real Property Components (as per application form requirements).

Item#	Typical Plan Components	Response
1	Schedule a pre-application	Pre-application meeting completed 2019
2	Plans 24" x 36" – 2 sets	Attached are 2 sets of the final site plan in State Plan Coordinates
3	Folded drawings	All documents are folded as per requirements
4	Graphic scale displayed	Completed
5	Title Block	Completed with north arrow, street address, date prepared and the company who produced the document
6	Site data summary	Provided a final site plan consistent with the Major Development Plan application. The site plan indicates density, the number of proposed townhouse units, open space provision and upland preserve areas. Parameters for development of the site in accordance with the proposed Multi-Family Residential Future Land Use.
7	Legal Description and parcel boundary survey	Boundary survey prepared by a licensed surveyor in the State of Florida
8	Vicinity Map	Attached
9	Zoning Map, Future Land Use Map and Aerial Map	Attached & labelled
10	CD in pdf downloadable file	Completed and file combined to provide bookmarks of each document submitted downloadable file on disc.

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11	Signed and sealed pdf downloadable file on disc	Scanned versions of the documents requiring signature have been attached to be read in conjunction with the original paper sets
12	Revised plans to be clouded and accompanied by a cover letter	Not applicable
13	Access and traffic flow plans	Access is from the A1A - SE OceanBlvd. utilizing an existing access roadway established to accommodate the Kingswood Condo community. A Traffic Impact Study is attached.
14	Any traffic lights installed will require traffic pre-emption device	N/A
15	Fire Department Access, Water Supply, etc.	The utilization of an existing access road is detailed on the site plan. Adequate access has been provided to accommodate Emergency Service Vehicles and maintain effective links with the existing roadway layouts connected with the established residential communities.
16	Existing buildings and structures on the project and within 50 feet of the project's property lines	The site plan depicts links with existing infrastructure and proximity to existing structures and buildings within 50 feet of the subject property. An aerial map has also been provided showing the surrounding properties.
17	Existing uses and zoning on all adjacent property	The site plan, a series of map exhibits and the justification letter/narrative depict the existing uses, zoning and land use on adjacent properties.
18	Locations of the nearest available public water supply and wastewater disposal system and the proposed tie-in points	Such details are included on the site plan and civil plans and demonstrate water and wastewater systems are in place to accommodate the subject property proposal.
19	Proposed development to show location, size, allowable use, height, total gross floor area, and distance to property lines and between buildings. Number of buildings, density per gross acre, height and type of fences, walls, etc. Architectural elevations, off street parking, etc.	Details as applicable are included on the site plan and architectural elevations with more specific parameters for development included within the draft RPUD.
20	Building setback distances from property lines, abutting right of way centerlines, and all adjacent buildings and structures.	Details are included on the site plan and the Draft RPUD zoning agreement.

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21	Minimum floor elevations of buildings and finished floor elevations of subject property and adjacent property.	Provided on the site plan details in accordance with Florida Statutes and Building Code provisions.
22	Pedestrian Circulation System and Points of Ingress and egress	Provided on the final site plan with efforts to maintain and improve pedestrian and vehicular access within the subject property and with the established adjacent communities.
23	Concurrency review. Traffic Study or Statement. School Concurrency.	A Traffic Impact Study has been provided demonstrating compliance. A school concurrency form has been completed and attached to the application packet demonstrating compliance with school concurrency requirements.
24	Phasing plan/details.	The project will be completed in a single phase as per the site plan details.
25	Dumpsters.	Not applicable.
26	Various plans included. Site lighting plan. Signage plan, landscape plan	Provided in accordance with LDR requirements.
27	Location, names and widths of proposed streets. etc.	Location of streets provided, private access drives within the property. Naming of such will need to be completed as the project progresses.
28	Utility lines and structures such as water, sewer, gas, electric, telephone, hydrants, main size, etc.	Utility lines and structures are depicted in the civil drawings/documentation as provided by the Engineer of Record.
29	Cross sections and specifications of all proposed pavements	Provided as part of the civil drawings/documentation provided by the Engineer of Record.
30	Location of proposed retention/detention areas	Provided on the site plan details and supporting civil documents
31	Typical and special roadway and drainage sections	Provided by the Engineer of Record
32	Locations of all land to be abandoned, dedicated or reserved for all public and private uses including rights-of way, easements, special reservations	Not applicable.
33	Location of onsite well and any wells within 1500 feet.	Will be analyzed and provided at the time of site permit.
34	Pre-application meetings – potential environmental impacts to be discussed.	A pre-application meeting was completed ahead of the submittal of the development application. Discussions included ensuring environmental elements of the existing site and established residential communities are respected.

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34A	Avoidance or minimization of wetland or other environmental impacts.	No wetlands exist on the property or immediately adjacent to. Environmental impacts have been minimized while achieving the effective utilization of an infill property within an urban part of the City.
34B	On site minimization.	As per the site plan details.
34C	All waterbodies, watercourses, wetlands and associated buffers on site and immediately adjacent to the site	No wetlands or waterbodies on or immediately adjacent to the subject property.
34D	Existing vegetation on site	Existing vegetation on the property has been depicted on the survey/tree survey and environmental report.
34E	Wetlands – wetland delineation map and opinion from professional regarding wetland environmental value	Not applicable as no wetlands exist on or adjacent to the property.
34F	Wildlife observed	As per the environmental report.
34G	Preserve area and upland buffer evaluation	Achieved preserve area requirements on the subject property and provided buffers to minimize impacts on the surrounding established residential communities as applicable.
34H	Native vegetation Preserve Area Onsite/Offsite	Achieved on site as per the details depicted on the site plan and landscape plan. Utilized existing parcels connected to the site for open space and upland preserve calculations.
34I	Use of drought-tolerant native vegetation in landscaping	Refer to landscape plan for details.
34J	Exotic and invasive vegetation to be removed	Refer to environmental study.
35	Frontage type(s).	Two story townhouse structures have been located with principle elevations of Buildings A and B fronting East Ocean Blvd. Refer to architectural elevations for details regarding architectural styles, scale and massing of the building(s).
36	Minimum percentage of façade	Not applicable.
37	Location of transition line if applicable.	Not applicable.
38	Minimum percentage of glass	Not applicable.
39	Slope of pitched roof.	As per architectural elevations and details.
40	Height of parapet wall, if any	Not applicable.
41	List of exterior materials, colors and finishes.	As per architectural elevations and details.
42	Architectural details.	As per architectural elevations and details.
43	Curb cut, if any	Utilizing existing curb cut onto East Ocean Blvd.
44	Outbuildings, if any	Not applicable.

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45	Height, length, depth, projection of balcony rails.	As per architectural elevations and details.
46	Traffic Drive aisle width.	As per site plan details and civil plans
47	Material of roofs and gutters	As per architectural elevations and details.
48	Specification of arcades and porches if any	Not applicable.
49	Materials, configuration, and operations of windows and doors	As per architectural elevations and details.
50	Garden wall, if any	Not applicable

Objective 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.

Objective B3. - Desirable pattern of land uses.
Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.

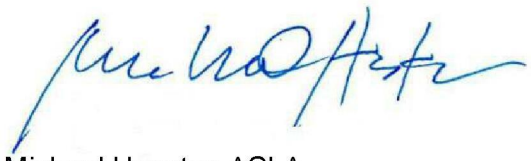
Water service is to be provided by the City of Stuart.

The Service Provider will be City of Stuart. A subsequent site plan submittal packet, complete with Engineering construction plans will demonstrate adequate treatment plan capacity exists to service the development of the site. *A potable water service capacity reservation for any development on the site will require the execution of a Water and Wastewater Service Agreement with City of Stuart Utilities to secure such provisions.*

Sanitary sewer service is to be provided by the City of Stuart Treatment Facility. Sanitary sewer treatment plan capacity will be required to be reserved through the execution of the water and wastewater service agreement with City of Stuart and the payment of applicable fees. Wastewater lines of adequate capacity to service the development site are in place.

If you have any questions or comments or need additional information- please call or email me. Thank you for your time and assistance. We look forward to working with you and your team.

Sincerely,



Michael Houston ASLA

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50 East Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772.678.7200 F 772.678.7201

President HJA Design Studio, LLC

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VIA EMAIL

January 31, 2020

Tom Reetz
Senior Planner
City of Stuart Planning Department
49 Flagler Avenue
Stuart, Florida

Re: Stuart Ocean Townhomes -RPUD Rezoning & Major Development Site Plan
3rd Resubmittal - Response Letter

Our Ref #: 19005

Dear Tom,

Below, please see responses to 2nd round of comments received from staff regarding Public Works and Fire Department comments on 1-29-20. Please let me know if you have any questions or would like to discuss in more detail. Thank you.

Fire Department

1. FFPC 6th edition, NFPA 1 18.5.1 Fire hydrants shall be provided in accordance with Section 18.5 for all new buildings, or buildings relocated into the jurisdiction unless otherwise permitted by 18.5.1.1 or 18.5.1.2. NFPA 1 18.5.1.4 The distances specified in Section 18.5 shall be measured along the fire department access roads in accordance with 18.2.3.

Response: Acknowledged. The plans have been updated to ensure hydrant have been provided in accordance with Section 18.5 of FFPC 6th Edition. Please see attached sheets C-10.0, C-10.1, TR-1 and TR-2.

2. Curbs at the turn arounds shall be mountable curbs.

Response: The curbs at the turn arounds shall be mountable Type E curbs. Please see attached sheet C-5.1, 5.2 & 5.5.

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Public Works

1. WATER- The proposed water supply connection is not approved. The site water supply must take place at/from the City of Stuart owned infrastructure and within the SE Ocean Blvd. R.O.W. with applicable backflow protection.

Response: The proposed water supply has been revised to connect to the City of Stuart owned infrastructure within SE Ocean Blvd. with backflow protection. Please see attached sheet C-10.4.

2. Must utilized City of Stuart Construction Standard details (latest version) as it relates to the all proposed construction within the Public ROW as well as the proposed potable water meters & water meter boxes. Each potable water meter box must include an inlet lockable curb stop, a dual check located on the outlet side of the meter and a manufactured opening within the meter box lid for the AMR antenna for radio read meters.

Response: All proposed construction within public right-of-way, will utilize the City of Stuart Construction Standard details. The water meters have been provided with the mentioned specifications. Please see attached sheets C-10.0 and C-10.4.

3. All construction pertinent to this Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and afore mentioned manuals, the most restrictive shall apply.
All plans to be reviewed by this Department shall be routed through the Permit Technician in the Development Department. Approval by this department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.
CODE COMPLIANCE RESTS WITH THE DESIGN ENGINEER.

Response: Acknowledged. All construction pertinent to the department will be installed, inspected and tested in accordance with City of Stuart Minimum Design and Construction Standards.

If you have any questions or comments or need additional materials please call or email me. Thank you for your time and assistance.

Sincerely,

Michael Houston ASLA
President HJA Design Studio, LLC



c.c. Aimee Carlson
Andrew Maxey
Todd Troxell

Revised November 8, 2019
August 31, 2019

Aimee Craig Carlson, AICP
Director of Land Planning & Entitlement
SE Florida Division
4400 PGA Blvd, Suite 700
Palm Beach Gardens, FL 33410

RE: Stuart Ocean Townhomes – Traffic Impact Study
Parcel ID: 27-37-41-033-000-00040-2/-00050-9

Dear Aimee,

JFO Group Inc. has been retained to evaluate a traffic impact analysis to determine compliance with the *Martin County Adequate Public Facilities Standards – Article V, Division 3, Section 5.63-5.64, of the Martin County Land Development Code*. This traffic statement is associated with the site plan application for the Stuart Ocean Townhomes property. The site is located on the south side of Ocean Boulevard (SR-A1A), about 0.60 miles east of Monterey Road (SR-714) in the City of Stuart. Figure 1 shows the project location in relation to the transportation network. Parcel ID Number associated with this project is 02-38-41-000-000-00020-6/-00050-9. A copy of the property appraiser information is included as Exhibit 1 while Exhibit 2 includes a copy of the proposed site plan for the project. Project buildout is expected in the year 2024.

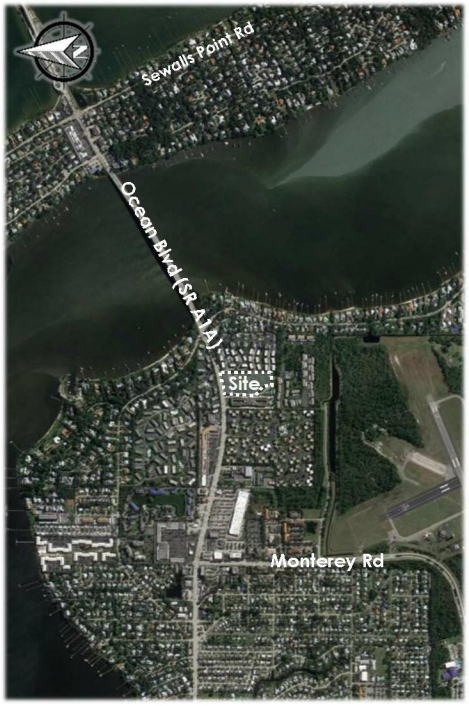

Figure 1 : Project Location

The Stuart Ocean Townhomes project is proposing 80 townhomes. Project trip generation rates used for this analysis were based on ITE Trip Generation Rates, 10th Edition. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions. Exhibit 3 includes the ITE Trip Generation rates used in this analysis.

Table 2 summarizes the net Daily, AM, and PM peak trips potentially generated by the proposed development. According to Table 2, the net Daily, AM and PM peak trips potentially generated due to the proposed development are 586, 37 and 45 trips respectively. According to Section 5.64.C. from the Land Development Regulations (LDR) and given the trip generation characteristics from Table 2, this analysis needs to consider the first directly accessed road on the major road network.

Table 1: Trip Generation Rates

Land Use	ITE Code	Daily Trip Gen.	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Townhouse	220	7.32	23%	77%	0.46	63%	37%	0.56

Table 2: Trip Generation

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Townhouse	80 DU	586	9	28	37	28	17	45

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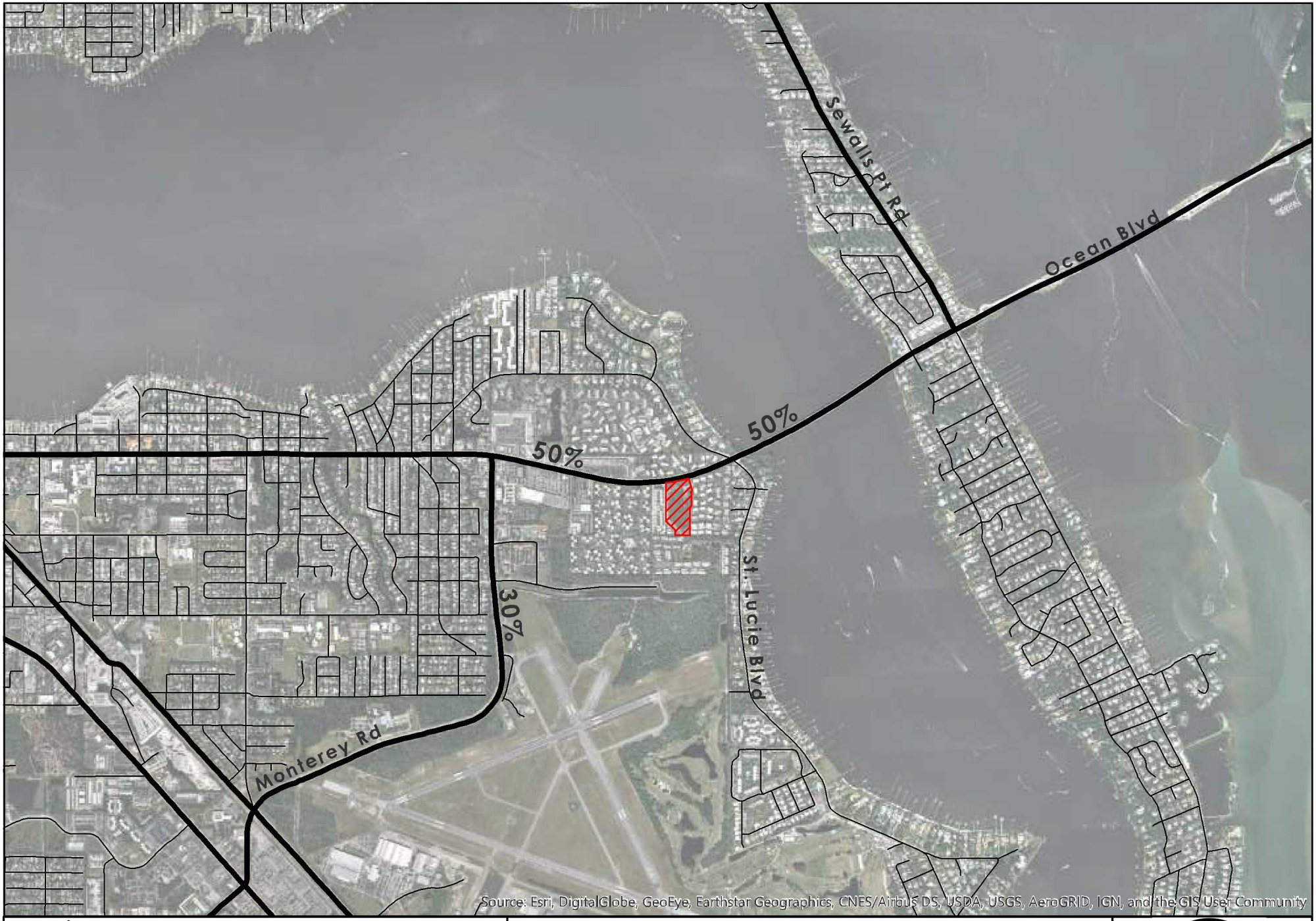

Project Site

0.15 0.07 0 0.15 0.3 0.45 0.6

Miles

Figure 2:
Trip Distribution
Stuart Ocean

The main access to the site is being proposed on the existing connection from the Kingswood Community to Ocean Boulevard (SR-A1A). In addition, there is a cross connection on the southern portion of the site that will connect vehicular traffic directly to Monterey Road (SR-714) via SE Kingswood Terrace. Trip distribution and assignment included in Figure 2 incorporates the characteristics of the proposed development as well as the surrounding network configuration. Figure 3 provides Daily, AM and PM peak hour driveway volumes for the Stuart Ocean Townhomes property.

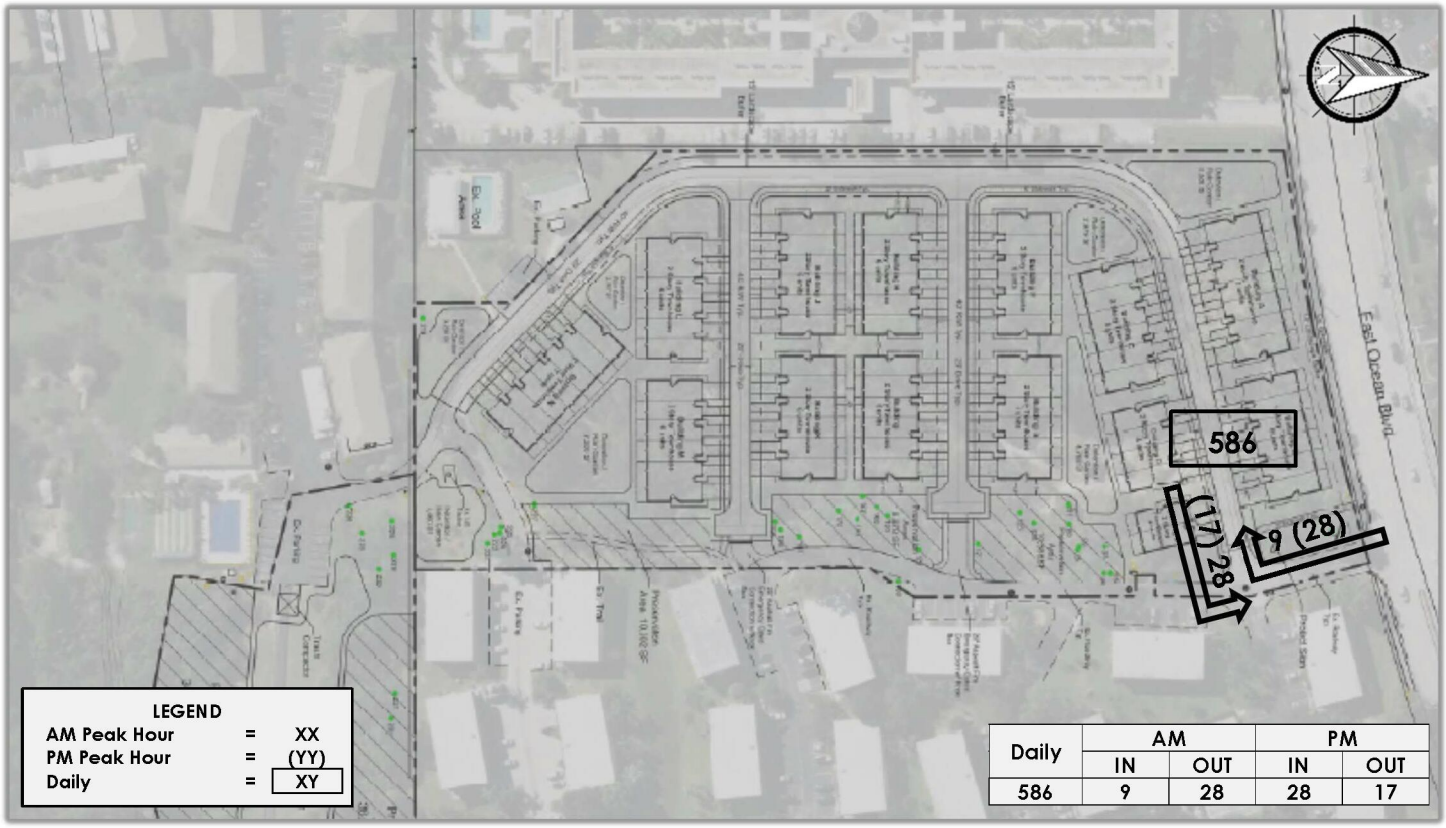

Figure 3: Project Driveway Volumes

Based on the trip generation characteristics shown in Table 2, PM peak hour period has higher trip generation than the AM peak hour period. Therefore, following Martin County LDR, project traffic impact shall be analyzed for PM peak hour conditions. Table 3 presents a summary of the project impact on the roadway links for the project build-out during peak hour conditions. Under the assumed distribution, Volume/Capacity (V/C) ratios for peak hour conditions were analyzed for the project build-out. This V/C calculation provides a preliminary understanding of future conditions at the assumed project build-out in 2024.

Table 3: Level of Service Analysis

Link	From	To	Capacity	Average Annual Growth Rate[1]	2018 Peak Hour Directional Volume[1]	2024 Projected Traffic	Project Assignment	PM Peak Hour				
								Project Traffic Peak Direction	Project Impact	2024 Total Peak Hour Directional	2024 V/C	Exceeds LOS?
SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	1,630	1.4%	1,193	1,297	50%	14	0.86%	1,311	0.80	NO
SR-714 (Monterey Rd)	CR-A1A	SR-A1A	1,910	2.4%	1,068	1,231	30%	8	0.42%	1,239	0.65	NO

PM Directional Peak Hour = 28 Trips (IN)

[1] Source: *Martin County 2018 Roadway LOS inventory Report*, effective March 1, 2018. See Exhibit 4.

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As shown in Table 3, the Stuart Ocean Townhomes development will potentially generate less than one percent (1%) of the adopted LOS "D" for major thoroughfares within the study area. In addition, V/C ratios will be less than one hundred ten percent (110%).

Furthermore, on April 12, 2019, turning movement counts at the proposed access were collected to determine if a right turn lane will be warranted at project buildout. On April 18, 2019, F-DOT issued a conceptual approval for the project to use the existing full median on the south side of SE Ocean Boulevard (SR-A1A), located approximately 750 feet west of SE St. Lucie Boulevard. See Exhibit 5 for a copy of the FDOT approval. Exhibit 6 includes HCS analyses for the project driveway. Table 4 summarizes the results of the HCS analyses. As shown in Table 4, a right turn lane at the project driveway is not warranted, and, the existing left turn lane will be able to accommodate existing and future traffic.

Table 4: HCS Driveway Analysis Summary

Approach	Eastbound				Westbound				Northbound			
Movement	**U**	**L**	**T**	**R**	**U**	**L**	**T**	**R**	**U**	**L**	**T**	**R**
AM												
Volume (veh/h)	-	-	722	12	0	11	1231	-	-	35	-	29
95% Queue Length, Q_{95} (veh)	-	-	-	-	-	0.0	-	-	-	0.5	-	0.2
95% Queue Length, Q_{95} (ft)	-	-	-	-	-	-	-	-	-	12.5	-	5
Turn Lane (ft)	-	-	-	-	-	160	-	-	-	100	-	100
PM												
Volume (veh/h)	-	-	1126	36	0	30	908	-	-	25	-	13
95% Queue Length, Q_{95} (veh)	-	-	-	-	-	0.2	-	-	-	0.5	-	0.1
95% Queue Length, Q_{95} (ft)	-	-	-	-	-	5	-	-	-	12.5	-	2.5
Turn Lane (ft)	-	-	-	-	-	160	-	-	-	100	-	100

Therefore, according to Section 5.64.B from the *Martin County - Land Development Code* the subject development is categorized as a *project with de minimis impact.* The traffic impact of the proposed site plan for the Stuart Ocean Townhomes development has been evaluated following *Section V.3.5.64 of the Martin County Land Development Code*. This analysis shows that the proposed development will be in compliance with *Martin County Adequate Public Facilities Standards – Article V, Division 3 of the Martin County Land Development Code*.

Sincerely,

JFO GROUP INC
COA Number 32276

JUAN F. ORTEGA
LICENSE
No. 63422
Digitally signed by Juan F Ortega
Date: 2019.11.08 21:18:44 -05'00'
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Enclosures:
Exhibit 1: Property Appraiser Information
Exhibit 2: Preliminary Site Plan
Exhibit 3: ITE Trip Generation Rates
Exhibit 4: 2018 Roadway LOS Report
Exhibit 5: F-DOT Conceptual Approval
Exhibit 6: Driveway Analysis
Exhibit 7: Traffic Impact Analysis Review

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This item has been electronically signed and sealed by Dr. Juan F. Ortega PE on November 8, 2019 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Martin County Property Information Lookup

General Information

Parcel #	023841000000000206
Owner Name:	SERRAGUI GROUP INVESTMENTS LLC
Owner Address:	21 SW 15TH RD STE 200 MIAMI, FL 33129
Site Address:	,
Storm Surge Evacuation Zone:	
Flood Zone:	AE,X500,X
Base Flood Elevation:	6,N/A' NAVD
FIRM Panel:	12085C0154G
Urban Service District:	Primary
Municipality:	City of Stuart
Taxing District:	Municipality
ISO-PPC Rating:	Contact City of Stuart Fire Rescue
Subdivision infill applicability:	No

Building Design Wind Speed

Occupancy Category I:	150
Occupancy Category II:	160
Occupancy Category III and IV:	170

Land Use

*NOTE: Land Use information can change frequently, please verify with the Martin County Growth Management Department at 772-288-5495

Zoning:	STUART
Zoning Details:	N/A
Future Landuse	NO DATA
Landuse Details:	N/A

Community Redevelopment

CRA:	N/A
Zoning Overlay Zone:	N/A
Mixed Use Areas:	N/A

Schools

School information obtained from the Martin County School District system. If there are any questions, please contact the Martin County School District at 772-219-1200

Elementary School:	J D Parker Elem
Middle School:	Stuart Middle School
High School:	Jensen Beach High School

Created: August , 16th, 2019 10:56 PM

Property Location Map



Election Information

Election information obtained from the Martin County GIS system. If there are any questions, please contact the Martin County Supervisor of Elections at 772-288-5637

Voter Precinct	7	
Commission District:	1	
Commissioner:	Doug Smith	772-288-5400
Clerk of Circuit Court:	Carolyn Timmann	772-288-5576
County Sheriff:	William Snyder	772-220-7000
Property Appraiser:	Laurel Kelly	772-288-5608
School Superintendent:	Laurie J. Gaylord	772-219-1200
Supervisor of Elections:	Vicki Davis	772-288-5637
Tax Collector:	Ruth Pietruszewski	772-288-5600

Utilities & Solid Waste

Service:	Utility:	Availability:	Phone:
Water:	City of Stuart Utilities	Call	772-288-5317
Sewer:	City of Stuart Utilities	Call	772-288-5317

Recycle Collection:	N/A
Trash Collection:	N/A

Print

Disclaimer: The Geographic Information System map product, received from Martin County, ("COUNTY") is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient. Please contact the responsible Martin County Department for specific determinations.

Martin County Property Information Lookup

General Information

Parcel #	023841000000000509
Owner Name:	SERRAGUI GROUP INVESTMENTS LLC
Owner Address:	21 SW 15TH RD STE 200 MIAMI, FL 33129
Site Address:	,
Storm Surge Evacuation Zone:	
Flood Zone:	AE,X500,X
Base Flood Elevation:	6,N/A' NAVD
FIRM Panel:	12085C0154G
Urban Service District:	Primary
Municipality:	City of Stuart
Taxing District:	Municipality
ISO-PPC Rating:	Contact City of Stuart Fire Rescue
Subdivision infill applicability:	No

Building Design Wind Speed

Occupancy Category I:	150
Occupancy Category II:	160
Occupancy Category III and IV:	170

Land Use

*NOTE: Land Use information can change frequently, please verify with the Martin County Growth Management Department at 772-288-5495

Zoning:	STUART
Zoning Details:	N/A
Future Landuse	NO DATA
Landuse Details:	N/A

Community Redevelopment

CRA:	N/A
Zoning Overlay Zone:	N/A
Mixed Use Areas:	N/A

Schools

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High School:	Jensen Beach High School

Created: August , 16th, 2019 10:55 PM

Property Location Map



Election Information

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Voter Precinct	7	
Commission District:	1	
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Tax Collector:	Ruth Pietruszewski	772-288-5600

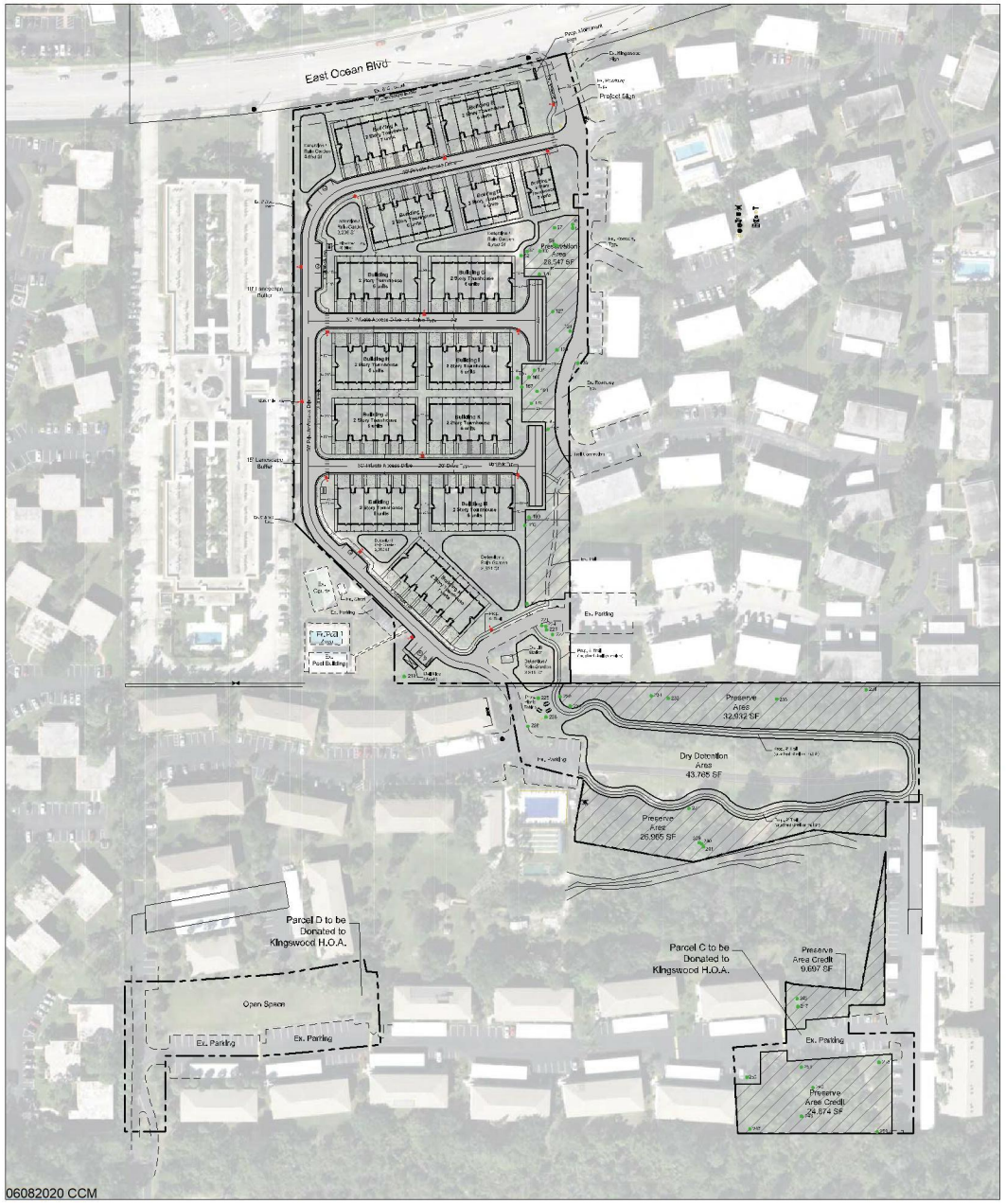
Utilities & Solid Waste

Service:	Utility:	Availability:	Phone:
Water:	City of Stuart Utilities	Call	772-288-5317
Sewer:	City of Stuart Utilities	Call	772-288-5317

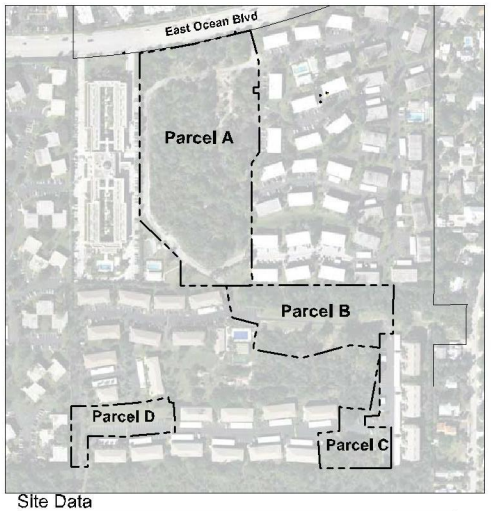
Recycle Collection:	
Trash Collection:	N/A

Print

Disclaimer: The Geographic Information System map product, received from Martin County, ("COUNTY") is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient. Please contact the responsible Martin County Department for specific determinations.



Parcel Map



Site Data

Total Site Area	11.03 Ac. / 480,602 sf	
Parcel A	8.02 Ac. / 349,446 sf	
Parcel B	3.01 Ac. / 131,156 sf	
Future Land Use	Multi-family Residential	
Existing Zoning	R-3	
Proposed Zoning	RPUD (30 DU/ AC)	
Proposed Use	2-Story Single Family Townhomes	
Proposed Dwelling Units	80 Units	

Density

Maximum Density - 30 DU/Ac. (11.03 Ac. x 30)	330 Max. Units
Proposed Density	80 Units
Proposed Gross Site Density	7.25 DU / Ac.

Impervious Area

Building Coverage	83,230 sf		
Existing & Proposed Vehicular Use Areas	66,670 sf		
Sidewalks / Paved Areas / Rear Patios	58,463 sf		
Total:	208,363 sf	4.78 Ac.	43%

Pervious Area / Open Space

Dry Detention Areas	70,868 sf		
Native Preserve Areas	88,444 sf		
Other Landscape / Open Space	112,927 sf		
Total:	272,239 sf	6.25 Ac.	57%

Native Upland Preserve Data

Required Native Preserve Area: (480,602 sf x 25%)		120,150 sf / 2.76 Ac. / 25%
Provided Native Preserve Area:		123,015 sf / 2.82 Ac. / 26%
Parcel A & B -Native Preserve Areas	88,444 sf	
Parcel C - Native Preserve Area Credit	34,571 sf	

Parking Data

Required Parking Spaces: (2 spaces per unit w/ 2 or more bedrooms)		160 Spaces
Provided Parking Spaces:		198 Spaces
One Car Garages (80 D.U.)	80 Spaces	
One Car Driveways (53 D.U.)	53 Spaces	
Two Car Driveways (27 D.U.)	54 Spaces	
On-Street Parking (3 - 9' x 18 + 1 Handicap + 7 Parallel)	11 Spaces	

Scale: 1" = 80'

0' 40' 80' 160' 240'

North

HJA DESIGN STUDIO
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Stuart Ocean Townhomes

City of Stuart Florida

Major Development Site Plan (RPUD)

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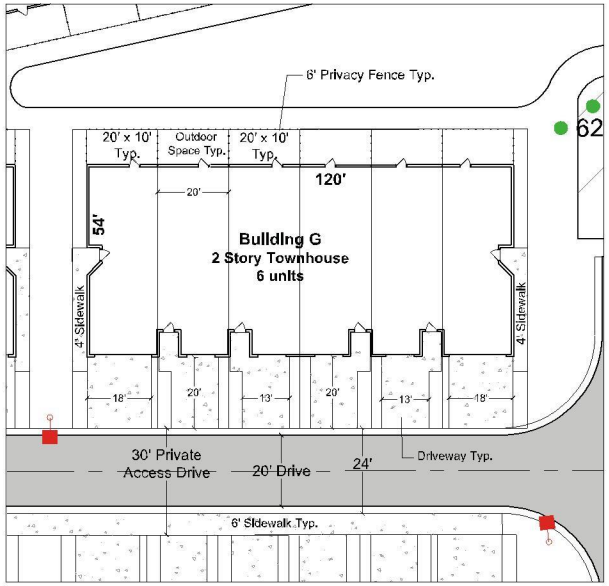
Job No.	19005
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	9-6-19
Revision Dates	

SP-1



Townhouse Enlargement Typical



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Stuart Ocean Townhomes

City of Stuart Florida

Major Development Site Plan (RPUD)

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Job No.	19005
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	9-6-19
Revision Dates	

Scale: 1" = 50'

0' 25' 50' 100' 150'

North

SP-2

Multifamily Housing (Low-Rise)
(220)

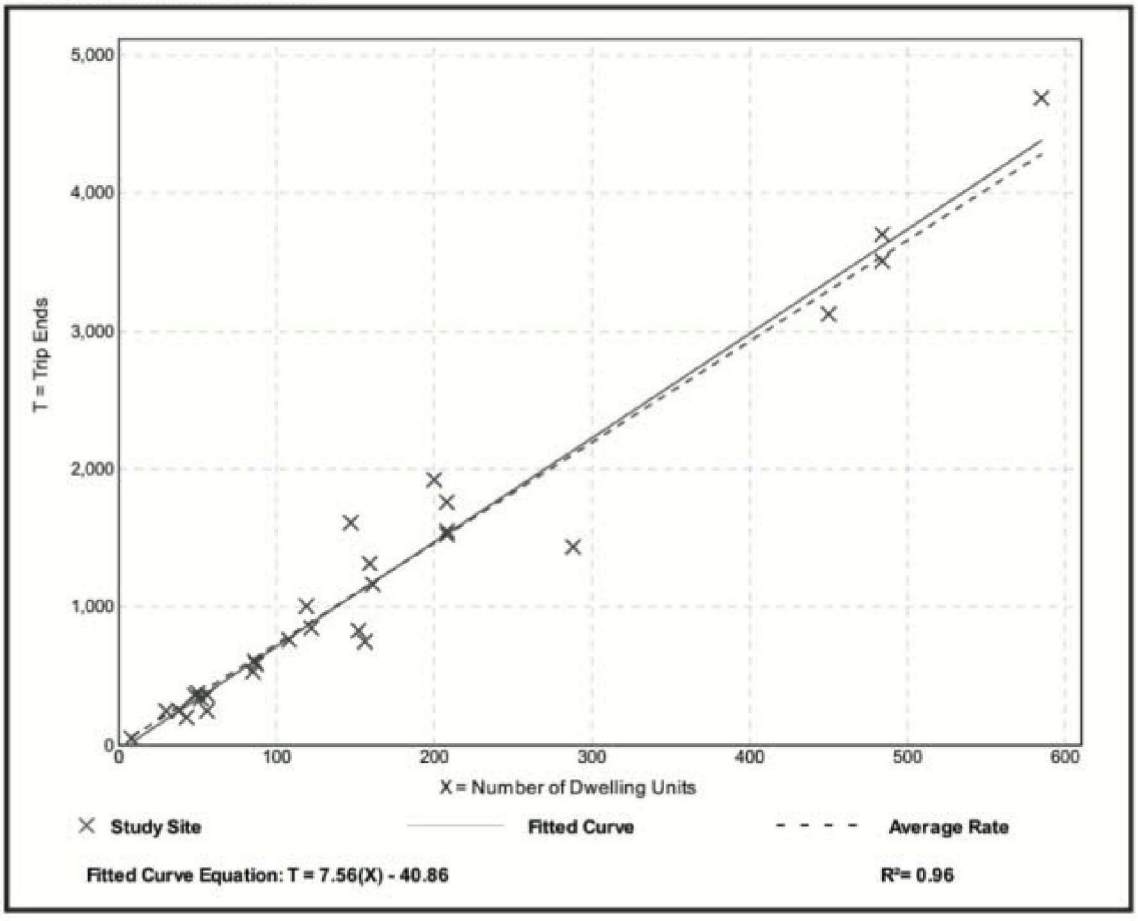
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 29
Avg. Num. of Dwelling Units: 168
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.32	4.45 - 10.97	1.31

Data Plot and Equation



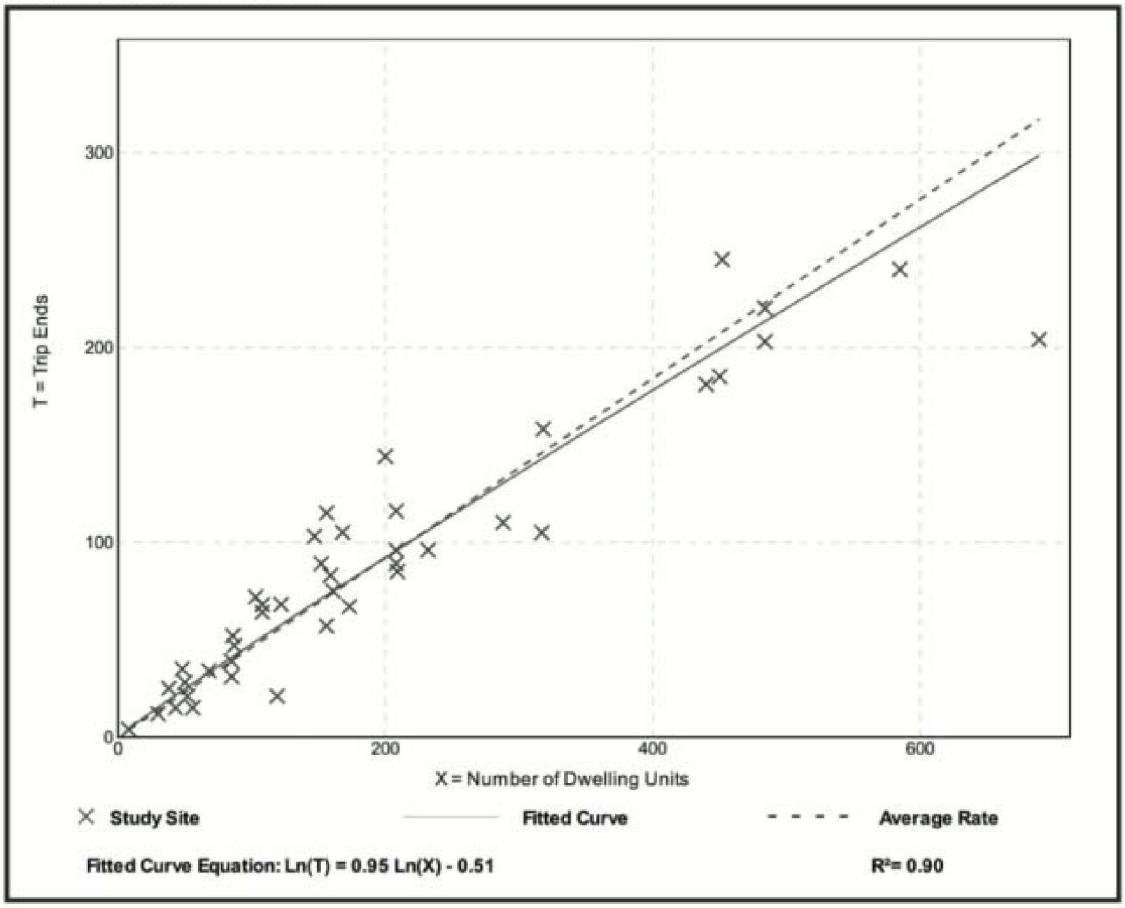
Multifamily Housing (Low-Rise)
(220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 42
Avg. Num. of Dwelling Units: 199
Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.46	0.18 - 0.74	0.12

Data Plot and Equation



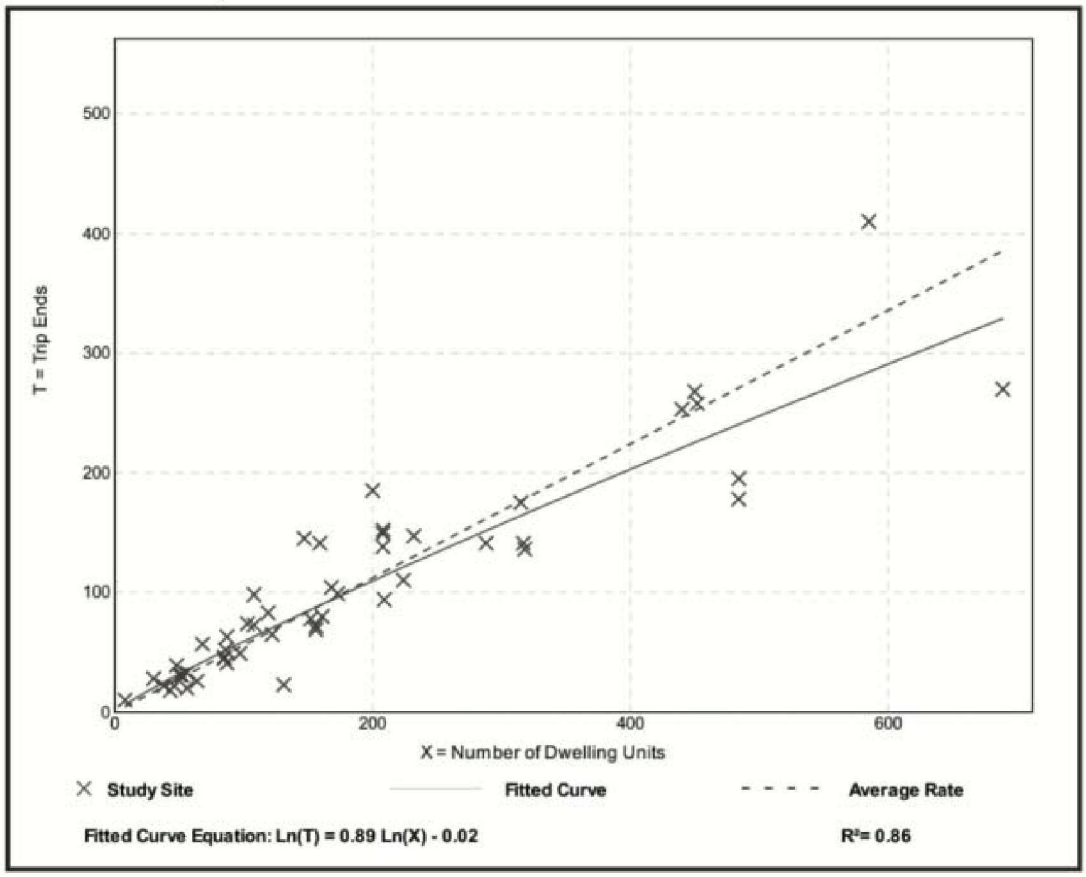
Multifamily Housing (Low-Rise)
(220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 50
Avg. Num. of Dwelling Units: 187
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.56	0.18 - 1.25	0.16

Data Plot and Equation



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Martin County 2018 Roadway Level of Service Inventory Report

Road Name	From	To	Generalized Service Capacity	2018 Average Annual Daily Traffic	Peak Hour Factor K_{30}	Directional Distribution D_{100}	2018 Peak Hour Directional Volume	2018 Generalized LOS	Avg. Annual Growth Rate
SR-5 (US-1)	Baker Rd	Britt Rd	3020	53,335	0.08	0.51	2,203	C	0.5%
SR-5 (US-1)	Britt Rd	SR-732	3020	55,454	0.09	0.53	2,616	C	0.9%
SR-5 (US-1)	SR-732	Westmoreland Blvd	4040	64,326	0.09	0.61	3,414	C	0.6%
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	4040	62,920	0.08	0.52	2,519	C	1.1%
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	670	6,227	0.06	0.59	231	A/B	4.4%
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	670	7,587	0.07	0.51	279	C	4.7%
SR-710 (Warfield Blvd)	CR-609 (Allapattah)	Van Buren	870	11,942	0.10	0.60	709	C	8.0%
SR-710 (Warfield Blvd)	Van Buren	CR-726 (Citrus)	765	11,942	0.10	0.60	709	C	8.0%
SR-710 (Warfield Blvd)	CR-726	SR-76 (Kanner)	2450	10,528	0.06	0.53	329	A/B	5.7%
SR-710 (Warfield Blvd)	SR-76	Palm Beach County	2450	6,863	0.07	0.53	251	A/B	1.4%
SR-714 (Martin Hwy)	I-95	CR-76A (Citrus)	1200	12,902	0.10	0.53	684	C	4.7%
SR-714 (Martin Hwy)	CR-76A (Citrus)	Florida's Turnpike	2000	20,756	0.10	0.58	1,180	C	4.8%
SR-714 (Martin Downs Blvd)	Florida's Turnpike	CR-713	2000	20,107	0.09	0.53	948	C	1.8%
SR-714 (Martin Downs Blvd)	CR-713	Matheson Ave	2000	28,929	0.09	0.61	1,588	C	1.2%
SR-714 (Martin Downs Blvd)	Matheson Ave	Mapp Rd	2000	32,616	0.10	0.53	1,718	C	2.7%
SR-714 (Palm City Bridge)	Mapp Rd	SR-76	2000	34,965	0.10	0.59	2,022	F	0.9%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	2000	28,608	0.10	0.52	1,488	C	5.2%
SR-714 (Monterey Rd)	Willoughby Blvd	Monterey Extension	2000	25,028	0.10	0.54	1,284	C	1.7%
SR-714 (Monterey Rd)	Monterey Extension	SR-5	2000	15,598	0.09	0.62	899	C	0.5%
SR-714 (Monterey Rd)	SR-5	CR-A1A	1630	20,190	0.09	0.52	966	D	0.5%
SR-714 (Monterey Rd)	CR-A1A	SR-A1A	1910	18,242	0.10	0.61	1,068	C	2.4%

Segments with shaded LOS require additional analysis.

The peaks are: CR-A1A (PM/SB); CR-713 (PM/NB); Murphy Rd (PM/NB); SR-5 (AM/SB); SR-714 [Palm City Bridge] (PM/WB) and SR-714 (PM/WB).

Martin County 2018 Roadway Level of Service Inventory Report

Road Name	From	To	Generalized Service Capacity	2018 Average Annual Daily Traffic	Peak Hour Factor K_{30}	Directional Distribution D_{100}	2018 Peak Hour Directional Volume	2018 Generalized LOS	Avg. Annual Growth Rate
SR-732 (Causeway Blvd)	CR-707	SR-A1A	1190	13,403	0.10	0.51	684	C	0.8%
SR-732 (Jensen Beach Blvd)	SR-5	Green River Pkwy	2000	25,891	0.10	0.52	1,319	C	0.5%
SR-732 (Jensen Beach Blvd)	Green River Pkwy	CR-723	2000	24,869	0.09	0.56	1,253	C	0.5%
SR-76 (Kanner Hwy)	SR-15	SR-710	740	2,117	0.09	0.57	105	A/B	8.0%
SR-76 (Kanner Hwy)	SR-710	CR-708	740	3,488	0.08	0.59	171	A/B	8.0%
SR-76 (Kanner Hwy)	CR-708	CR-711/CR-76A	1200	3,027	0.11	0.54	180	A/B	1.9%
SR-76 (Kanner Hwy)	CR-711/CR76A	Locks Rd	2000	12,928	0.12	0.52	813	C	1.2%
SR-76 (Kanner Hwy)	Locks Rd	Jack James	2000	20,494	0.09	0.60	1,082	C	2.0%
SR-76 (Kanner Hwy)	Jack James	Cove Rd	3020	45,918	0.10	0.52	2,409	C	2.4%
SR-76 (Kanner Hwy)	Cove Rd	Salerno Rd	3020	31,734	0.09	0.52	1,436	C	0.9%
SR-76 (Kanner Hwy)	Salerno Rd	Indian St	3020	29,492	0.10	0.52	1,468	C	2.6%
SR-76 (Kanner Hwy)	Indian St	SR-714	3020	21,161	0.07	0.52	759	C	0.5%
SR-76 (Kanner Hwy)	SR-714	SR-5	3020	25,033	0.08	0.50	1,001	C	0.5%
SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	1630	19,372	0.11	0.57	1,193	D	1.4%
SR-A1A (Ocean Blvd)	St Lucie Blvd	Sewalls Point Rd	2000	21,532	0.09	0.51	1,010	C	0.5%
SR-A1A (Ocean Blvd)	Sewalls Point Rd	Macarthur Blvd	925	12,803	0.09	0.54	650	C	0.5%
SR-A1A (Ocean Blvd)	MacArthur Blvd	SR-732	1190	8,278	0.09	0.53	395	A/B	2.5%
SR-A1A (Ocean Blvd)	SR-732	St Lucie County	1190	14,957	0.12	0.54	953	D	3.6%
St Lucie Blvd	CR-A1A	Indian St	675	3,083	0.10	0.55	163	C	0.5%
St Lucie Blvd	Indian St	SR-A1A	675	7,420	0.11	0.54	421	D	0.8%
Westmoreland Blvd	St Lucie County	SR-5	790	12,542	0.08	0.60	632	D	2.6%

Segments with shaded LOS require additional analysis.

The peaks are: CR-A1A (PM/SB); CR-713 (PM/NB); Murphy Rd (PM/NB); SR-5 (AM/SB); SR-714 [Palm City Bridge] (PM/WB) and SR-714 (PM/WB).

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAULT
SECRETARY

April 18, 2019

THIS PRE-APPLICATION LETTER IS VALID UNTIL – **April 18, 2020**
THIS LETTER IS NOT A PERMIT APPROVAL

Juan F. Ortega
JFO Group Inc
11924 Forest Hill Boulevard
Suite 10A-123, Wellington, FL 33414

Dear Juan F. Ortega:

RE: **April 18, 2019-** Pre-application Meeting for **Category D Driveway**
Martin- Not within City Limits, Urban; SR A1A; Sec. # 89040; MP: 2.299
Access Class - 07; Posted Speed - 35; SIS - N; Ref. Project:

Request: To use existing full median on the south side of SE Ocean Boulevard(SR-A1A), located approximately 750 feet east of SE St. Lucie Blvd.

SITE SPECIFIC INFORMATION
Project Name & Address: **Stuart Ocean – 2950 Southeast Ocean Blvd, Stuart, FL 34996**
Applicant/Property Owner: **PulteGroup, Inc**
Parcel Size: **8.0 Acres** Development Size: **80 DU/Townhouses**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the **conditions** and **comments** below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:
- **A minimum driveway length of 25 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided. If a gate is installed a minimum driveway length of 100 feet is required.**
- **A recorded cross access agreement or easement with the adjacent property to the east shall be provided prior to the Permit approval.**

Comments:

- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). A Storm Water Pollution Prevention Plan must be submitted with the application for more than one acre of "disturbed area" as defined by the Florida Department of Environmental Protection (FDEP).
- The applicant shall donate the right-of-way to the Department if right-of-way dedication is required to implement the improvements,
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://gis.dot.state.fl.us/OneStopPermitting; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.
Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: ashok.sampath@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

S. Ashok

Ashok Sampath, M.S.
District Access Management Manager

cc: Nesa Y. Harden NYH
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2019-04-18\4. 89040 MP 2.29 SR A1A_Stuart Ocean\89040 MP 2.29 SR A1A_Stuart Ocean.docx
06082020 CCM

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Intersection Volume Development



SE Ocean Blvd and Kingwood Development

Stuart Ocean

Input Data

GR	=	1.40%
Peak Season	=	1.03
Traffic Count Year	=	2019
Buildout Year	=	2023
Years	=	4

AM Peak Hour		PM Peak Hour		Intensity
In	Out	In	Out	
9	28	28	17	80 Townhomes

AM Peak Hour

AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume 12-Apr-19	-	663	7	6	1,130	-	19	-	14	-	-	-
Peak Season Volume (Existing)	**-**	**683**	**7**	**6**	**1,164**	**-**	**20**	**-**	**14**	**-**	**-**	**-**
2023 Historic Growth	-	722	7	6	1,231	-	21	-	15	-	-	-
Major Project Traffic	-	0	0	0	0	-	0	-	0	-	-	-
Future Background	**-**	**722**	**7**	**6**	**1,231**	**-**	**21**	**-**	**15**	**-**	**-**	**-**
% Project Traffic	-	-	50%	50%	-	-	50%	-	50%	-	-	-
Project Traffic Direction	-	-	IN	IN	-	-	OUT	-	OUT	-	-	-
Project Traffic	-	-	5	5	-	-	14	-	14	-	-	-
2023 Future Total	**-**	**722**	**12**	**11**	**1,231**	**-**	**35**	**-**	**29**	**-**	**-**	**-**

PM Peak Hour

PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume 12-Apr-19	-	1,034	20	15	834	-	15	-	4	-	-	-
Peak Season Volume (Existing)	**-**	**1,065**	**21**	**15**	**859**	**-**	**15**	**-**	**4**	**-**	**-**	**-**
2023 Historic Growth	-	1,126	22	16	908	-	16	-	4	-	-	-
Major Project Traffic	-	0	0	0	0	-	0	-	0	-	-	-
Future Background	**-**	**1,126**	**22**	**16**	**908**	**-**	**16**	**-**	**4**	**-**	**-**	**-**
% Project Traffic	-	-	50%	50%	-	-	50%	-	50%	-	-	-
Project Traffic Direction	-	-	IN	IN	-	-	OUT	-	OUT	-	-	-
Project Traffic	-	-	14	14	-	-	9	-	9	-	-	-
2023 Future Total	**-**	**1,126**	**36**	**30**	**908**	**-**	**25**	**-**	**13**	**-**	**-**	**-**

HCS7 Two-Way Stop-Control Report

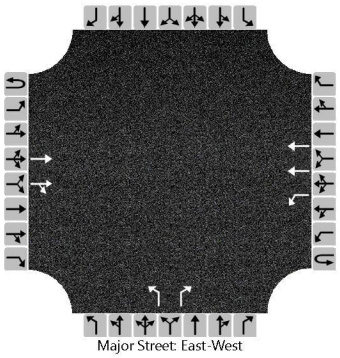
General Information

Analyst	JF
Agency/Co.	JFO
Date Performed	10/28/2019
Analysis Year	2023
Time Analyzed	AM
Intersection Orientation	East-West
Project Description	Stuart Ocean Townhomes

Site Information

Intersection	SE Ocean Blvd & Kingswood
Jurisdiction	F-DOT
East/West Street	SE Ocean Blvd
North/South Street	Kingswood
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	2	0	0	1	2	0		1	0	1		0	0	0
Configuration			T	TR		L	T			L		R				
Volume (veh/h)			722	12	0	11	1231			35		29				
Percent Heavy Vehicles (%)					0	2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized										No						
Median Type | Storage	Left + Thru									1						

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.14				6.84		6.94				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						12				37		31				
Capacity, c (veh/h)						838				257		612				
v/c Ratio						0.01				0.14		0.05				
95% Queue Length, Q_{95} (veh)						0.0				0.5		0.2				
Control Delay (s/veh)						9.4				21.4		11.2				
Level of Service (LOS)						A				C		B				
Approach Delay (s/veh)					0.1				16.8							
Approach LOS									C							

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HCS7 Two-Way Stop-Control Report

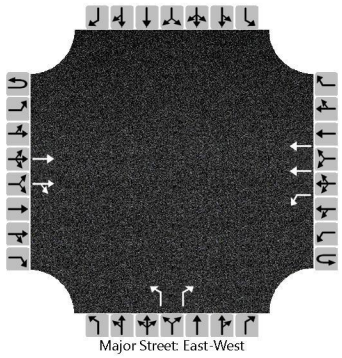
General Information

Analyst	JF
Agency/Co.	JFO
Date Performed	10/28/2019
Analysis Year	2023
Time Analyzed	PM
Intersection Orientation	East-West
Project Description	Stuart Ocean Townhomes

Site Information

Intersection	SE Ocean Blvd & Kingswood
Jurisdiction	F-DOT
East/West Street	SE Ocean Blvd
North/South Street	Kingswood
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	2	0	0	1	2	0		1	0	1		0	0	0
Configuration			T	TR		L	T			L		R				
Volume (veh/h)			1126	36	0	30	908			25		13				
Percent Heavy Vehicles (%)					0	2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized										No						
Median Type | Storage	Left + Thru									1						

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.5		6.9				
Critical Headway (sec)						4.14				6.84		6.94				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						32				26		14				
Capacity, c (veh/h)						566				181		436				
v/c Ratio						0.06				0.15		0.03				
95% Queue Length, Q_{95} (veh)						0.2				0.5		0.1				
Control Delay (s/veh)						11.7				28.3		13.5				
Level of Service (LOS)						B				D		B				
Approach Delay (s/veh)					0.4				23.2							
Approach LOS									C							

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KMF Traffic Group, LLC
Stuart, FL
(772) 221-7971

Manual Traffic Count - All Traffic
SE Ocean Blvd and Kingwood Development
Stuart, FL

File Name : OCAMPM
Site Code : JO1920
Start Date : 4/12/2019
Page No : 1

Groups Printed- All Traffic

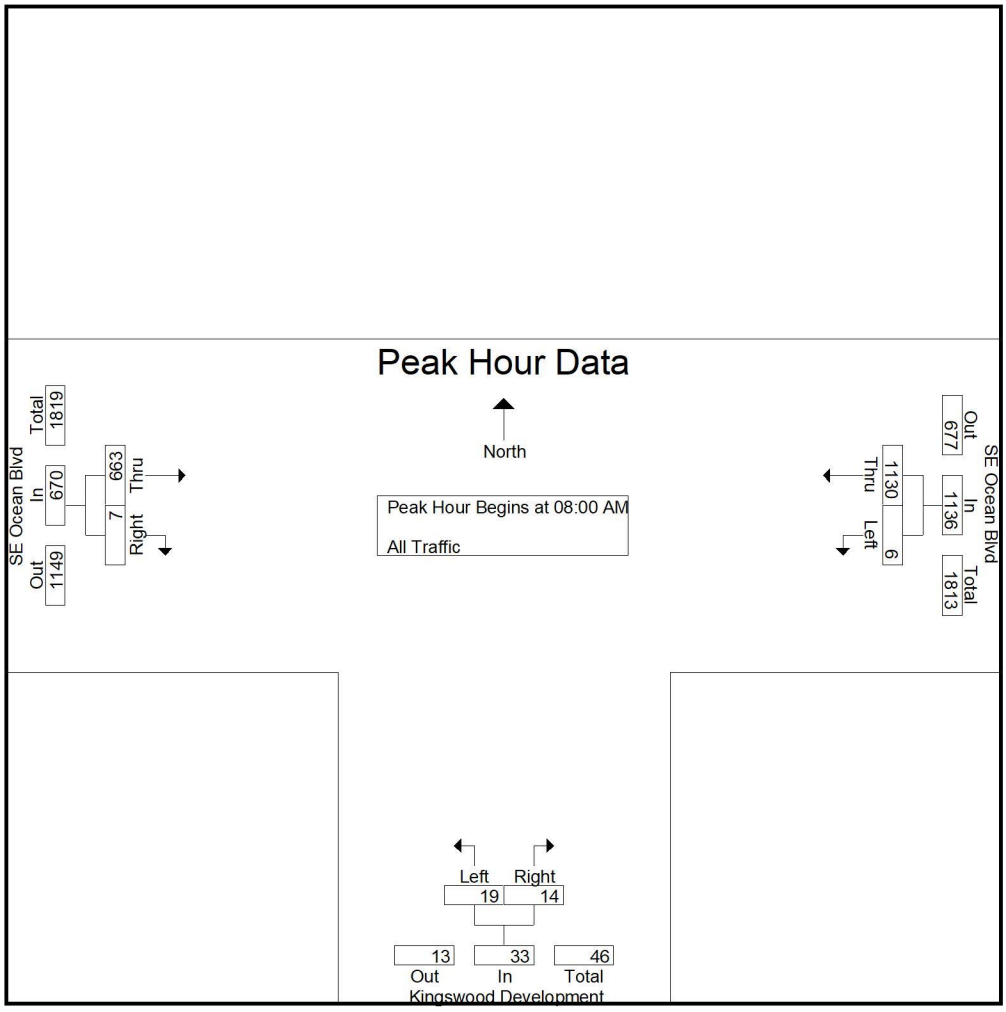
	Kingswood Development NB			SE Ocean Blvd EB			SE Ocean Blvd WB			
Start Time	Right	Left	App. Total	Right	Thru	App. Total	Thru	Left	App. Total	Int. Total
07:00 AM	0	2	2	1	54	55	147	0	147	204
07:15 AM	2	0	2	1	91	92	160	1	161	255
07:30 AM	4	0	4	2	138	140	218	1	219	363
07:45 AM	1	5	6	1	155	156	218	0	218	380
Total	7	7	14	5	438	443	743	2	745	1202
08:00 AM	4	3	7	2	132	134	237	1	238	379
08:15 AM	2	7	9	1	168	169	333	0	333	511
08:30 AM	3	5	8	2	186	188	248	0	248	444
08:45 AM	5	4	9	2	177	179	312	5	317	505
Total	14	19	33	7	663	670	1130	6	1136	1839
*** BREAK ***										
04:00 PM	2	2	4	5	225	230	148	3	151	385
04:15 PM	2	4	6	0	234	234	165	4	169	409
04:30 PM	3	6	9	5	248	253	209	3	212	474
04:45 PM	1	4	5	9	266	275	255	6	261	541
Total	8	16	24	19	973	992	777	16	793	1809
05:00 PM	0	0	0	5	255	260	177	2	179	439
05:15 PM	0	5	5	1	265	266	193	4	197	468
05:30 PM	0	1	1	4	273	277	181	1	182	460
05:45 PM	1	0	1	2	223	225	178	1	179	405
Total	1	6	7	12	1016	1028	729	8	737	1772
Grand Total	30	48	78	43	3090	3133	3379	32	3411	6622
Apprch %	38.5	61.5		1.4	98.6		99.1	0.9		
Total %	0.5	0.7	1.2	0.6	46.7	47.3	51	0.5	51.5	

KMF Traffic Group, LLC
Stuart, FL
(772) 221-7971

Manual Traffic Count - All Traffic
SE Ocean Blvd and Kingwood Development
Stuart, FL

File Name : OCAMPM
Site Code : JO1920
Start Date : 4/12/2019
Page No : 2

	Kingswood Development NB			SE Ocean Blvd EB			SE Ocean Blvd WB			
Start Time	Right	Left	App. Total	Right	Thru	App. Total	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 08:00 AM										
08:00 AM	4	3	7	2	132	134	237	1	238	379
08:15 AM	2	7	9	1	168	169	333	0	333	511
08:30 AM	3	5	8	2	186	188	248	0	248	444
08:45 AM	5	4	9	2	177	179	312	5	317	505
Total Volume	14	19	33	7	663	670	1130	6	1136	1839
% App. Total	42.4	57.6		1	99		99.5	0.5		
PHF	.700	.679	.917	.875	.891	.891	.848	.300	.853	.900

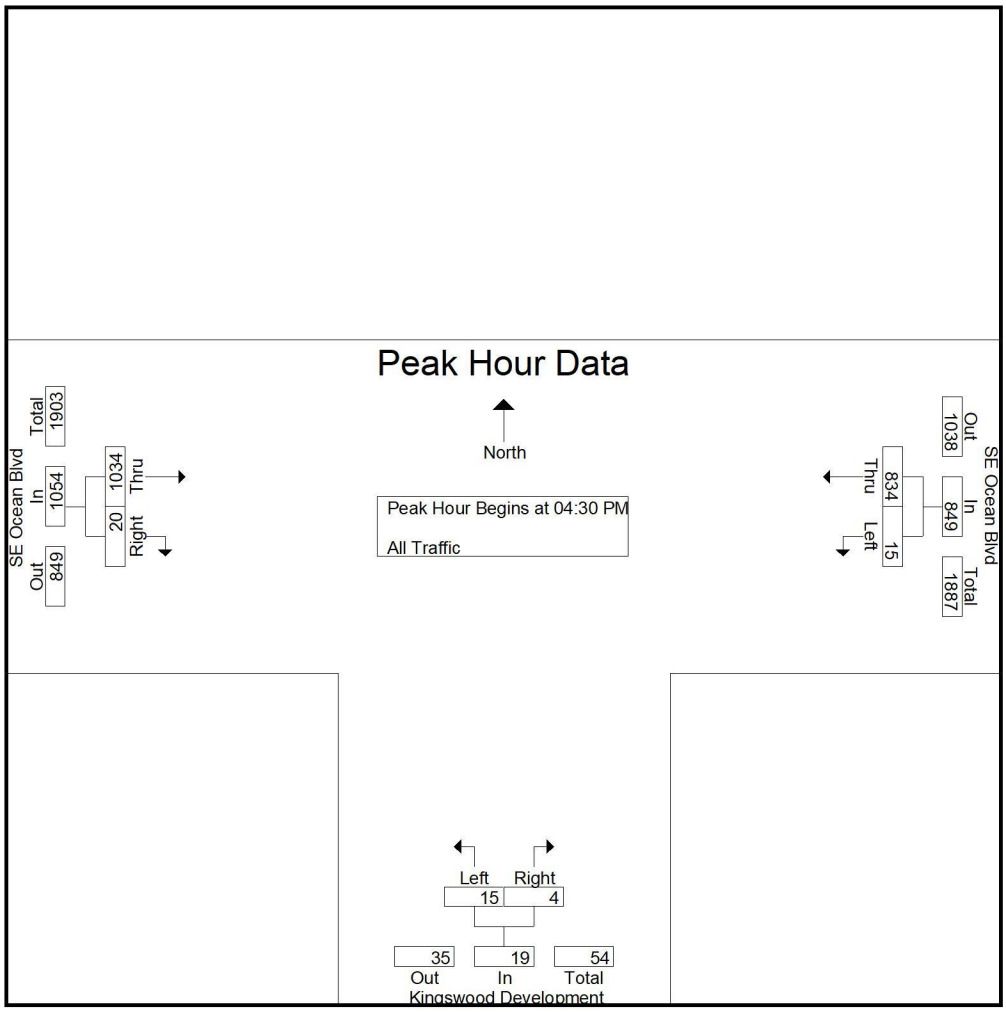


KMF Traffic Group, LLC
Stuart, FL
(772) 221-7971

Manual Traffic Count - All Traffic
SE Ocean Blvd and Kingwood Development
Stuart, FL

File Name : OCAMPM
Site Code : JO1920
Start Date : 4/12/2019
Page No : 3

	Kingswood Development NB			SE Ocean Blvd EB			SE Ocean Blvd WB			
Start Time	Right	Left	App. Total	Right	Thru	App. Total	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:30 PM										
04:30 PM	3	6	9	5	248	253	209	3	212	474
04:45 PM	1	4	5	9	266	275	255	6	261	541
05:00 PM	0	0	0	5	255	260	177	2	179	439
05:15 PM	0	5	5	1	265	266	193	4	197	468
Total Volume	4	15	19	20	1034	1054	834	15	849	1922
% App. Total	21.1	78.9		1.9	98.1		98.2	1.8		
PHF	.333	.625	.528	.556	.972	.958	.818	.625	.813	.888



2018 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8900 EAST- A1A TO US1

MOCF: 0.87

WEEK	DATES	SF	PSCF
1	01/01/2018 - 01/06/2018	1.02	1.17
2	01/07/2018 - 01/13/2018	0.98	1.13
3	01/14/2018 - 01/20/2018	0.94	1.08
* 4	01/21/2018 - 01/27/2018	0.91	1.05
* 5	01/28/2018 - 02/03/2018	0.89	1.02
* 6	02/04/2018 - 02/10/2018	0.86	0.99
* 7	02/11/2018 - 02/17/2018	0.84	0.97
* 8	02/18/2018 - 02/24/2018	0.84	0.97
* 9	02/25/2018 - 03/03/2018	0.84	0.97
*10	03/04/2018 - 03/10/2018	0.84	0.97
*11	03/11/2018 - 03/17/2018	0.84	0.97
*12	03/18/2018 - 03/24/2018	0.85	0.98
*13	03/25/2018 - 03/31/2018	0.87	1.00
*14	04/01/2018 - 04/07/2018	0.88	1.01
*15	04/08/2018 - 04/14/2018	0.90	1.03
*16	04/15/2018 - 04/21/2018	0.92	1.06
17	04/22/2018 - 04/28/2018	0.96	1.10
18	04/29/2018 - 05/05/2018	1.01	1.16
19	05/06/2018 - 05/12/2018	1.06	1.22
20	05/13/2018 - 05/19/2018	1.11	1.28
21	05/20/2018 - 05/26/2018	1.11	1.28
22	05/27/2018 - 06/02/2018	1.10	1.26
23	06/03/2018 - 06/09/2018	1.10	1.26
24	06/10/2018 - 06/16/2018	1.09	1.25
25	06/17/2018 - 06/23/2018	1.09	1.25
26	06/24/2018 - 06/30/2018	1.09	1.25
27	07/01/2018 - 07/07/2018	1.09	1.25
28	07/08/2018 - 07/14/2018	1.09	1.25
29	07/15/2018 - 07/21/2018	1.10	1.26
30	07/22/2018 - 07/28/2018	1.10	1.26
31	07/29/2018 - 08/04/2018	1.10	1.26
32	08/05/2018 - 08/11/2018	1.11	1.28
33	08/12/2018 - 08/18/2018	1.11	1.28
34	08/19/2018 - 08/25/2018	1.11	1.28
35	08/26/2018 - 09/01/2018	1.12	1.29
36	09/02/2018 - 09/08/2018	1.12	1.29
37	09/09/2018 - 09/15/2018	1.12	1.29
38	09/16/2018 - 09/22/2018	1.12	1.29
39	09/23/2018 - 09/29/2018	1.12	1.29
40	09/30/2018 - 10/06/2018	1.12	1.29
41	10/07/2018 - 10/13/2018	1.12	1.29
42	10/14/2018 - 10/20/2018	1.12	1.29
43	10/21/2018 - 10/27/2018	1.10	1.26
44	10/28/2018 - 11/03/2018	1.09	1.25
45	11/04/2018 - 11/10/2018	1.07	1.23
46	11/11/2018 - 11/17/2018	1.05	1.21
47	11/18/2018 - 11/24/2018	1.04	1.20
48	11/25/2018 - 12/01/2018	1.03	1.18
49	12/02/2018 - 12/08/2018	1.02	1.17
50	12/09/2018 - 12/15/2018	1.02	1.17
51	12/16/2018 - 12/22/2018	0.99	1.14
52	12/23/2018 - 12/29/2018	0.96	1.10
53	12/30/2018 - 12/31/2018	0.94	1.08

* PEAK SEASON

25-FEB-2019 16:26:26 830UPD 4_8900_PKSEASON.TXT

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Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Nicholas J. Mora, P.E.
Kimley-Horn and Associates, Inc.

Alexander R. Memering, E.I.T.
Kimley-Horn and Associates, Inc.

Date: October 14, 2019

Re: **Stuart Ocean Townhomes – City of Stuart, Florida**
Review of Traffic Impact Analysis

Kimley-Horn has reviewed the Traffic Impact Analysis (dated August 31, 2019) prepared by JFO Group Inc. related to the above-mentioned project. Please find below our review comments pertaining to the development's impacts to adjacent transportation facilities.

1. Based on the City of Stuart's Land Development Code, "An analysis of all project driveways shall be performed which includes, at a minimum, projected turning movements in and out of the project during the AM and PM peak hours. A capacity analysis of the proposed driveways shall be performed to determine the need for separate turning lanes and/or any other necessary improvement." Please evaluate the project driveway during the AM and PM peak hours and detail the project Level of Service and whether an eastbound ingress right-turn lane is warranted along SE Ocean Boulevard. Please also evaluate the storage length of the westbound left-turn lane to determine if the storage length is sufficient for project traffic.

2. A peak season correctional factor was not used within the intersection volume development sheets for the intersection of SE Ocean Boulevard & Site Driveway. Please update the volume development sheet to incorporate the appropriate peak season correctional factor.

3. Figure 3 conflicts with the intersection volume development sheet for SE Ocean Boulevard & Site Driveway. Please clarify the proposed project driveway assignment for the site.

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

Kimley Horn
October 14, 2019
Re: Stuart Ocean Townhomes – City of Stuart, Florida
Review of Traffic Impact Analysis

1. Based on the City of Stuart's Land Development Code, "An analysis of all project driveways shall be performed which includes, at a minimum, projected turning movements in and out of the project during the AM and PM peak hours. A capacity analysis of the proposed driveways shall be performed to determine the need for separate turning lanes and/or any other necessary improvement." Please evaluate the project driveway during the AM and PM peak hours and detail the project Level of Service and whether an eastbound ingress right-turn lane is warranted along SE Ocean Boulevard. Please also evaluate the storage length of the westbound left-turn lane to determine if the storage length is sufficient for project traffic.

[JFO->] *Traffic analysis has been revised accordingly. Exhibit 6 includes detailed driveway analysis.*

2. A peak season correctional factor was not used within the intersection volume development sheets for the intersection of SE Ocean Boulevard & Site Driveway. Please update the volume development sheet to incorporate the appropriate peak season correctional factor.

[JFO->] *Traffic analysis has been revised accordingly.*

3. Figure 3 conflicts with the intersection volume development sheet for SE Ocean Boulevard & Site Driveway. Please clarify the proposed project driveway assignment for the site.

[JFO->] *Traffic analysis has been revised. The intersection volume development sheet for SE Ocean Boulevard & Site Driveway included in Exhibit 5 of the traffic analysis dated August 31, 2019 was the driveway analysis submitted to F-DOT to obtain the driveway pre-approval letter. The conceptual approval from F-DOT assumed all project traffic on the Ocean Boulevard driveway. To avoid confusion, the FDOT analysis was removed from the revised traffic analysis and a revised driveway analysis matching FDOT conservative assumptions has been provided in Exhibit 6 including the feedback from comment #1 above.*

Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

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

Date: January 29, 2020

Re: **Stuart Ocean Townhomes – Stuart, Florida**
RPUD Rezoning and Major Development Site Plan Review - Engineering

---

Dear Mr. Reetz,

Kimley-Horn has reviewed the 3rd submittal of the RPUD Rezoning and Major Development Site Plan Application and associated documents, dated January 17, 2019, provided to Kimley Horn on January 24, 2019, prepared by HJA Design Studio for the proposed Stuart Ocean Townhomes development in Stuart, Florida. Please find below our review comments pertaining to the following items listed within the application:

We have completed our review of the applicant's submittal and have no further comments at this time.

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

Sincerely,

Kimley-Horn and Associates, Inc.



Kevin M. Roberson, P.E.
Vice President

Bowman CONSULTING

STORMWATER MANAGEMENT REPORT

FOR

Pulte Homes Stuart Ocean

SE Ocean Boulevard,
Stuart, FL 34996

September 20, 2019
December 5, 2019
Revised: January 16, 2020

Justin Thompson, P.E.
Florida License No. 84595
Bowman Consulting Group, LTD.
Board of Professional Engineers –
Certificate of Authorization No. 30462

PROJECT #010655-01-001

13450 W Sunrise Blvd, Suite 320
Sunrise, FL 33323
954.314.8480
www.bowmanconsulting.com

Table of Contents

Introduction.....1
Project Information.....1
Site Conditions.....1
Land Use Calculations.....2
Soil Storage and Runoff Calculations.....3
Methodology.....4
Pre Vs. Post.....5
Conclusion.....6
Appendix.....7

Justin Thompson, P.E.
Florida License No. 84595
Bowman Consulting Group, LTD.
Board of Professional Engineers –
Certificate of Authorization No. 30462

Introduction

Project Information

The project area consists of two (2) parcels of land, and two satellite parcels south of the project area known as Parcel A and B, abutting the Kingswood Condominium apartments on SE Ocean Boulevard in the City of Stuart, Martin County, Florida. The folio numbers are 02-38-41-000-000-00050-9 and 02-38-41-000-000-00020-6, which contains +/- 11.03 acres, and is currently zoned R-3 Residential (Multi-Family/Duplex). The proposed project consists of an eighty (80) unit townhome residential community development with pedestrian trails, lush landscaped tree preservation areas and lake area for drainage purposes.

Site Conditions

Existing Conditions

The existing +/- 11.03-acre site is currently vacant consisting of an existing private asphalt road that traverses the site connecting the communities south of the project area to SE Ocean Boulevard. There are two (2) existing lift stations, connecting to existing private force mains, that services the abutting communities service by the City of Stuart Utilities. The site is approximately eighty-nine percent (89%) pervious and 11% impervious, generating a Runoff Curve Number (RCN) of 74.

Proposed Conditions

The proposed improvements include demolishing the existing site, and private asphalt road, to construct an eighty (80) unit townhome residential community development, with pedestrian trials and lush landscaped preservation areas. A new drainage system will be constructed consisting of catch basins, to keep runoff from leaving the site, that will be directed to detention areas onsite to meet water quality requirements. A wet retention pond is proposed to provide attenuation of the larger storm events including the 100 year storm event. Under proposed conditions, the site will be forty-three percent (43%) impervious and fifty-seven percent (57%) pervious grass and open space, which generates an RCN of 74.

Water Table

The geotechnical report enclosed describes the water table elevations encountered during the soil borings and exfiltration rate studies done on the site. On average, the water table was encountered at a depth of two and a half (2.5') to seven and a half (7.5') feet below ground surface, or elevation 3.0' (NGVD).

Flood Elevations

The FEMA FIRM 12085C0154H indicates the site to be in FEMA Flood Zone X, which has determined areas to be outside the 0.2% annual chance floodplain. FEMA panel number 12085C0154H has been enclosed for reference.

Land Use Calculations

Existing Conditions

Area Description	Square Feet	Acreage	%
Building	-	-	-
Sidewalk / Paving	52,771	1.21	11
Grass / Open Area	428,332	9.83	89
Total Area	**481,103**	**11.04**	**100**

Proposed Conditions

Area Description	Square Feet	Acreage	%
Building	83,230	1.91	17
Sidewalk / Paving / Rear Patios	58,463	1.34	12
Vehicular Use Area	66,670	1.53	14
Native Pres./Dry Ret./Other Grass	232,255	5.33	49
Wet Pond	40,485	0.93	8
Total Area	**481,103**	**11.04**	**100**

Soil Storage and Runoff Calculations:

Existing Conditions

The existing soils are comprised of an even mix of class A and D soils; therefore, flatwoods soils will be used. According to the SFWMD Manual, Page F-1, a depth to the water table of 3.0' corresponds to a developed available storage of 4.05".

$$\%\text{Impervious} = \frac{1.21}{11.04}$$

$$\%\text{Impervious} = 0.11$$

$$S = S_{Uncomp}(1 - \%\ Impervious)$$
$$S = 4.05"(1 - 0.11)$$
$$\therefore \boldsymbol{S = 3.60}$$

$$CN = \frac{1000}{S + 10}$$

$$CN = \frac{1000}{(3.60 + 10)}$$

$$\therefore \boldsymbol{CN = 73.53}$$

Proposed Conditions

The existing soils are comprised of an even mix of class A and D soils; therefore, flatwoods soils will be used. Due to the site being raised considerably from existing conditions, a depth to water table of 4.0' will be used. According to the SFWMD Manual, Page F-1, a depth to the water table of 4.0' corresponds to a developed available storage of 6.75".

$$\%\text{Impervious} = \frac{4.78}{11.04}$$

$$\%\text{Impervious} = 0.43$$

$$S = S_{Comp}(1 - \%\ Impervious)$$
$$S = 6.75"(1 - 0.48)$$
$$\therefore \boldsymbol{S = 3.85}$$

$$CN = \frac{1000}{S + 10}$$

$$CN = \frac{1000}{(3.85 + 10)}$$

$$\therefore \boldsymbol{CN = 72.20}$$

Stage/Storage

Tabulation

"SITE"
NODE

	PONDS					SITE						
WSEL	Area (ft^2)	Average Area (ft^2)	Change in Head (ft)	Change in Volume (ft^3)	Total Volume (ft^3)	Area (ft^2)	Average Area (ft^2)	Change in Head (ft)	Change in Volume (ft^3)	Total Volume (ft^3)	Total Σ Volume (ft^3)	Total Volume (ac-ft)
3.00	40,484				0	0				0	0	0.00
		47,244	1.00	47,244			0	0.00	0			
4.00	54,003				47,244	0				0	47,244	1.08
		58,426	1.00	58,426			0	1.00	0			
5.00	62,849				105,670	0				0	105,670	2.43
		67,846	1.00	67,846			0	1.00	0			
6.00	72,842				173,515	0				0	173,515	3.98
		78,181	1.00	78,181			29,563	1.00	29,563			
7.00	83,519				251,696	59,125				29,563	281,258	6.46
		83,519	1.00	83,519			245,185	1.00	245,185			
8.00	83,519				335,215	431,244				274,747	609,962	14.00

METHODOLOGY

Water Quality

Per South Florida Water Management District design criteria for commercial properties, water quality treatment is required for wet detention areas. The wet detention volume shall be provided for the first inch of runoff from the developed project, or the total runoff of 2.5 inches times the percentage of imperviousness, whichever is greater. The required water quality volume of 0.97 ac-ft will be met in the proposed on-site retention ponds, which provide 4.845ac-ft. of storage.

- **1 in. x Site**

  $\left(1\ in.\ \times\ 11.04\ ac.\ \div 12\ \frac{in}{ft}\right) = 0.92\ ac.-ft$

  ∴ 0.92 ac.-ft. Required Water Quality

- **2.5 in. x (% Impervious)**
  - Site Area for Water Quality Calculations

    = (Total Site – Roof Area)

    $= (11.04\ ac - 1.91\ ac)$

    $= 9.13\ ac$
  - Impervious Area for Water Quality Calculations

    = (Site Area for Water Quality – Pervious)

    $= (9.13\ ac - 5.33\ ac)$

    $= 3.80\ ac$
  - Percentage of Impervious for Water Quality Calculations

    = (Impervious Area for WQ / Site Area for WQ) × 100%

    $= (3.80\ ac.\ \div\ 9.13\ ac) \times 100\% = 42\%$

    $= (2.5\ in.\ \times 0.42) = 1.05\ inches\ to\ be\ treated$
  - Inches to Be Treated × Total Site Area = Treatment Volume

    $= (1.05\ in.\ \times 11.04\ ac.) = 11.59 ac.-in.$

    $= \left(11.59\ ac.-in.\ \div\ 12\ \frac{in}{ft}\right) = 0.966\ ac.-ft.$

    ∴ 0.966 ac.-ft. Required Water Quality

- **0.966 ac.-ft. > 0.92 ac.-ft.**
  0.966 ac.-ft ← Controls

Water Quality Treatment Required = 0.97 ac-ft
Water Quality Treatment Provided = 1.08 ac-ft @ elevation 4.00 NAVD

Pre vs. Post Analysis

A Pre vs. Post analysis has been performed to model the existing conditions and compare it to the proposed conditions. Please see Appendix B for the Stage Storage tabulations and ICPR Model outputs. Cascade Models account for the difference as follows:

SFWMD Rainfall Used for Modeling Purposes

Storm Event	Rainfall (Inches)
10-year, 1-day	7
25-year, 3-day	11.5
100-year, 3-day	14

Maximum Stage

Storm Event	Pre (NGVD)	Post (NGVD)
10-year - 1-day	5.82’	5.69’
25-year - 3-day	6.61’	6.78’
100-year – 3day	6.98’	7.16’

CONCLUSION

In summary, the proposed dry detention areas and wet retention pond will provide adequate storm water management to construct the proposed eighty (80) unit townhome residential community development. Water quality volume is being met by providing 0.97 ac-ft of storage volume. In addition, the ICPR model run for the 10-Year, 1-day and the 25-Year, 3-Day storm events demonstrate that staging is not increased over all storm events.

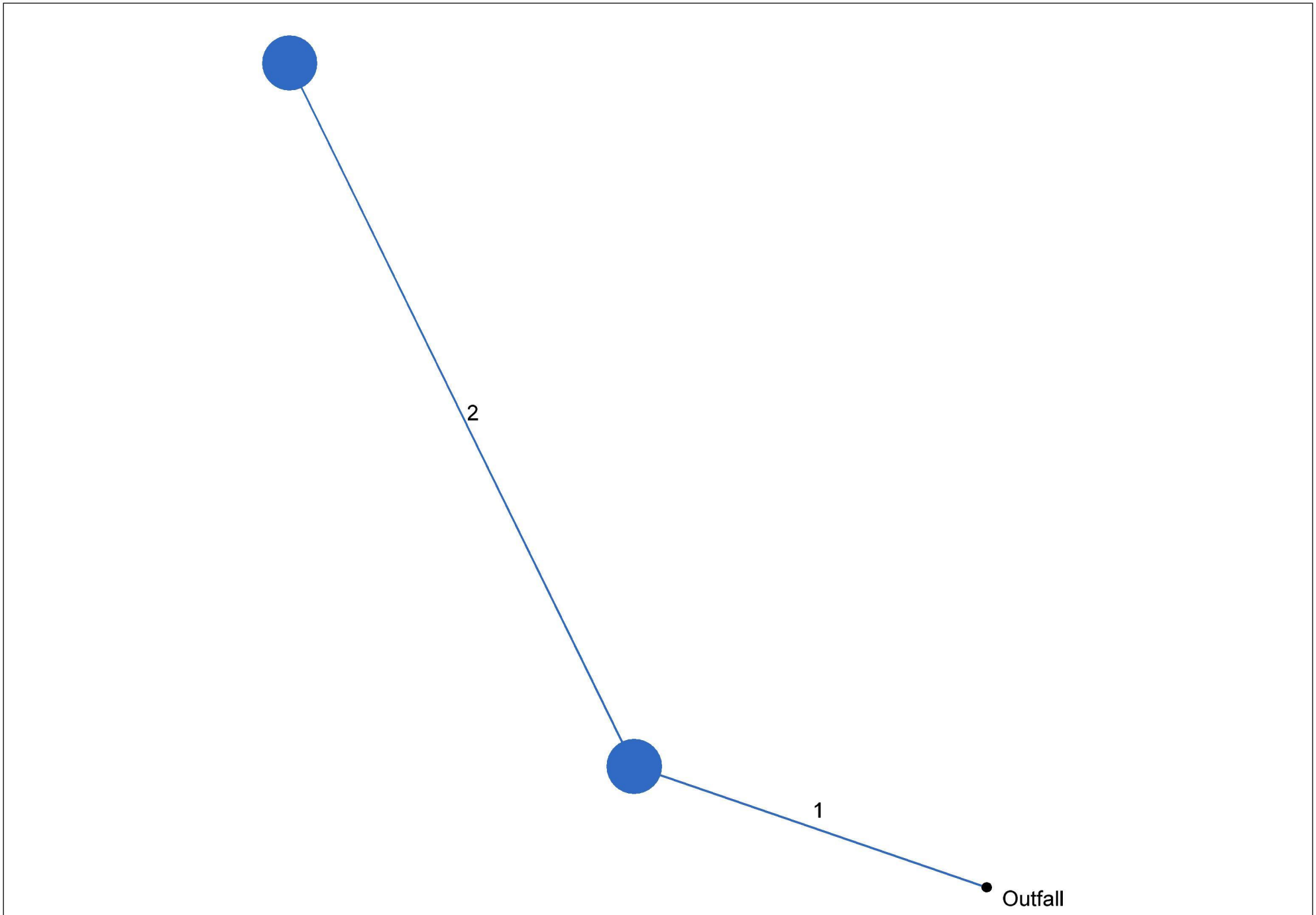
Appendix

Appendix

ICPR Model

Storm Pipe Analysis

Hydraflow Storm Sewers Extension for Autodesk® AutoCAD® Civil 3D® Plan



Project File: Model.stm	Number of lines: 2	Date: 12/5/2019

Storm Sewer Summary Report

10-Year Event

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
1		24.73	24	Cir	28.0	3.00	3.00	0.000	4.87*	5.24*	0.72	5.96	End	Manhole
2		0.07	24	Cir	59.0	3.00	3.00	0.000	5.96*	5.96*	0.00	5.96	1	DropGrate

Project File: Model.stm

Number of lines: 2

Run Date: 12/5/2019

NOTES: Return period = 10 Yrs. ; *Surcharged (HGL above crown).

Hydraulic Grade Line Computations

Line	Size	Q	Downstream								Len	Upstream								Check		JL coeff	Minor loss
			Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf		Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf	Ave Sf	Enrgy loss		
	(in)	(cfs)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(ft)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(%)	(ft)	(K)	(ft)
1	24	24.73	3.00	4.87	1.87	3.05	8.10	1.02	5.89	1.033	28.0	3.00	5.24	2.00	3.14	7.87	0.96	6.20	1.196	1.115	0.312	0.75	0.72
2	24	0.07	3.00	5.96	2.00	3.14	0.02	0.00	5.96	0.000	59.0	3.00	5.96	2.00	3.14	0.02	0.00	5.96	0.000	0.000	0.000	1.00	0.00

Project File: Model.stm | Number of lines: 2 | Run Date: 12/5/2019

; c = cir e = ellip b = box

Storm Sewer Summary Report

25-Year Event

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
1		30.74	24	Cir	28.0	3.00	3.00	0.000	4.87*	5.44*	1.12	6.55	End	Manhole
2		0.08	24	Cir	59.0	3.00	3.00	0.000	6.55*	6.55*	0.00	6.55	1	DropGrate

Project File: Model.stm

Number of lines: 2

Run Date: 12/5/2019

NOTES: Return period = 25 Yrs. ; *Surcharged (HGL above crown).

Hydraulic Grade Line Computations

Line	Size	Q	Downstream								Len	Upstream								Check		JL coeff	Minor loss
			Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf		Invert elev	HGL elev	Depth	Area	Vel	Vel head	EGL elev	Sf	Ave Sf	Enrgy loss		
	(in)	(cfs)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(ft)	(ft)	(ft)	(ft)	(sqft)	(ft/s)	(ft)	(ft)	(%)	(%)	(ft)	(K)	(ft)
1	24	30.74	3.00	4.87	1.87	3.06	10.05	1.57	6.44	1.596	28.0	3.00	5.44	2.00	3.14	9.78	1.49	6.93	1.847	1.721	0.482	0.75	1.12
2	24	0.08	3.00	6.55	2.00	3.14	0.03	0.00	6.55	0.000	59.0	3.00	6.55	2.00	3.14	0.03	0.00	6.55	0.000	0.000	0.000	1.00	0.00

Project File: Model.stm | Number of lines: 2 | Run Date: 12/5/2019

; c = cir e = ellip b = box

ICPR Model - Existing

Manual Basin: Watershed

Scenario:	Scenario1
Node:	Existing Site
Hydrograph Method:	Santa Barbara Urban Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	999999.00 cfs
Time Shift:	0.0000 hr
Area:	11.0300 ac

Area [ac]	Land Cover Zone	Soil Zone	Rainfall Name	Crop Coefficient Zone	Reference ET Station
1.2100	Impervious	A/D	A		
9.8200	Pervious	A/D	A		

Comment:

Node: Existing Site

Scenario:	Scenario1
Type:	Stage/Volume
Base Flow:	0.00 cfs
Initial Stage:	3.00 ft
Warning Stage:	5.35 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
3.00	0.00	0
4.00	0.38	16553
5.00	1.49	64904
6.00	4.99	217364
7.00	10.53	458687

Comment:

Simulation: 100YR-72HR

Scenario:	Scenario1
Run Date/Time:	12/5/2019 9:47:36 AM
Program Version:	ICPR4 4.03.02.00

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	80.0000

Hydrology [sec]	Surface Hydraulics	Groundwater [sec]

	[sec]		
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

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

Surface Hydraulics

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

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1

Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft

Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False

Smp/Man Basin Rain Opt: Global
OF Region Rain Opt: Global
Rainfall Name: ~SFWMD-72

		Rainfall Amount:	14.00 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	113 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 10YR-24HR

Scenario: Scenario1
Run Date/Time: 12/5/2019 9:49:21 AM
Program Version: ICPR4 4.03.02.00

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	30.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

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

Surface Hydraulics

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

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources		Lookup Tables	
Rainfall Folder:		Boundary Stage Set:	
Reference ET Folder:		Extern Hydrograph Set:	
Unit Hydrograph Folder:		Curve Number Set:	1
		Green-Ampt Set:	
		Vertical Layers Set:	
		Impervious Set:	1
		Roughness Set:	
		Crop Coef Set:	
		Fillable Porosity Set:	
		Conductivity Set:	
		Leakage Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FLMOD
		Rainfall Amount:	7.00 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	113 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 25YR-72HR

Scenario:	Scenario1
Run Date/Time:	12/5/2019 9:49:59 AM
Program Version:	ICPR4 4.03.02.00

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	80.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

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

Surface Hydraulics

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

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1

Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False

Smp/Man Basin Rain Opt: Global

Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~SFWMD-72
		Rainfall Amount:	11.50 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	113 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 5YR-1HR

Scenario:	Scenario1
Run Date/Time:	12/5/2019 9:51:44 AM
Program Version:	ICPR4 4.03.02.00

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

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

Surface Hydraulics

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

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources		Lookup Tables	
Rainfall Folder:		Boundary Stage Set:	
Reference ET Folder:		Extern Hydrograph Set:	
Unit Hydrograph Folder:		Curve Number Set:	1
		Green-Ampt Set:	
		Vertical Layers Set:	
		Impervious Set:	1
		Roughness Set:	
		Crop Coef Set:	
		Fillable Porosity Set:	
		Conductivity Set:	
		Leakage Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FLMOD
		Rainfall Amount:	6.00 in
Edge Length Option:	Automatic	Storm Duration:	1.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	113 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Node Max Conditions [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
Existing Site	100YR-72HR	5.35	6.98	0.0010	70.38	0.00	283743
Existing Site	10YR-24HR	5.35	5.82	0.0010	41.91	0.00	179157
Existing Site	25YR-72HR	5.35	6.61	0.0010	56.82	0.00	251353
Existing Site	5YR-1HR	5.35	5.60	0.0010	129.52	0.00	158016

ICPR Model - Proposed

Manual Basin: Total Site Basin

Scenario:	Scenario1
Node:	Total Site
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	11.0400 ac

Area [ac]	Land Cover Zone	Soil Zone	Rainfall Name	Crop Coefficient Zone	Reference ET Station
5.7100	Impervious	A			
5.3300	Pervious	A			

Comment:

Node: Total Site

Scenario:	Scenario1
Type:	Stage/Volume
Base Flow:	0.00 cfs
Initial Stage:	3.00 ft
Warning Stage:	8.20 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
3.00	0.00	0
4.00	1.08	47045
5.00	2.43	105851
6.00	3.98	173369
7.00	6.46	281398
8.00	14.00	609840

Comment:

Simulation: 100YR-72HR

Scenario:	Scenario1
Run Date/Time:	1/16/2020 8:29:17 PM
Program Version:	ICPR4 4.05.02

General

Run Mode: Normal

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

End Time:	0	0	0	80.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

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

Surface Hydraulics

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

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1

Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False

Smp/Man Basin Rain Global

		Opt:	
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~SFWMD-72
		Rainfall Amount:	14.00 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	113 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 10YR-24HR

Scenario:	Scenario1
Run Date/Time:	1/16/2020 8:31:43 PM
Program Version:	ICPR4 4.05.02

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	30.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

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

Surface Hydraulics

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

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FLMOD
		Rainfall Amount:	7.00 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	113 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 25YR-72HR

Scenario: Scenario1
Run Date/Time: 1/16/2020 8:32:38 PM
Program Version: ICPR4 4.05.02

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	80.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

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

Surface Hydraulics

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

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1

Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

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

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False

Fact:			
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~SFWMD-72
		Rainfall Amount:	11.50 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	113 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Simulation: 5YR-1HR

Scenario:	Scenario1
Run Date/Time:	1/16/2020 8:35:01 PM
Program Version:	ICPR4 4.05.02

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

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

Surface Hydraulics

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

Groundwater

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

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File	
Save Restart:	False

Resources & Lookup Tables

Resources		Lookup Tables	
Rainfall Folder:		Boundary Stage Set:	
Reference ET Folder:		Extern Hydrograph Set:	
Unit Hydrograph Folder:		Curve Number Set:	1
		Green-Ampt Set:	
		Vertical Layers Set:	
		Impervious Set:	1
		Roughness Set:	
		Crop Coef Set:	
		Fillable Porosity Set:	
		Conductivity Set:	
		Leakage Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FLMOD
		Rainfall Amount:	6.00 in
Edge Length Option:	Automatic	Storm Duration:	1.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	113 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Curve Number: 1 [Set]

Land Cover Zone	Soil Zone	Curve Number [dec]
Impervious	A	98.0
Pervious	A	39.0

Impervious: 1 [Set]

Land Cover Zone	% Impervious	% DCIA	% Direct	Ia Impervious [in]	Ia Pervious [in]
Impervious	0.00	0.00	0.00	0.000	0.000
Pervious	0.00	0.00	0.00	0.000	0.000

Node Max Conditions [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
Total Site	100YR-72HR	8.20	7.16	0.0010	50.94	0.00	253268
Total Site	10YR-24HR	8.20	5.69	0.0010	25.10	0.00	80236
Total Site	25YR-72HR	8.20	6.78	0.0010	39.44	0.00	190097
Total Site	5YR-1HR	8.20	5.34	0.0010	78.01	0.00	71503

Curve Number: 1 [Set]

Land Cover Zone	Soil Zone	Curve Number [dec]
Impervious	A	98.0
Pervious	A	39.0

Weir Cross Section: Cross Section 1

Scenario: Scenario1

Lid: No

Bottom Point Table

Order	Station [ft]	Elevation [ft]
0	0.00	11.00
1	300.00	11.00
2	600.00	11.00

Comment:

Node: Ground

Scenario:	Scenario1
Type:	Time/Stage
Base Flow:	0.00 cfs
Initial Stage:	3.00 ft
Warning Stage:	3.00 ft
Boundary Stage:	

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	3.00
0	0	0	999.0000	3.00

Comment:

Node: Total Site

Scenario:	Scenario1
Type:	Stage/Volume
Base Flow:	0.00 cfs
Initial Stage:	3.80 ft
Warning Stage:	3.80 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
3.00	0.00	0
4.00	1.08	47045
5.00	2.43	105851
6.00	3.98	173369
7.00	6.46	281398
8.00	14.00	609840

Comment:

Percolation Link: PERC

Scenario:	Scenario1	Surface Area Option:	Vary Based on Stage/Area Table
From Node:	Total Site		
To Node:	Ground	Vertical Flow Termination:	Horizontal Flow Algorithm
Link Count:	1	Perimeter 1:	4239.00 ft
Flow Direction:	Both	Perimeter 2:	8478.00 ft
Aquifer Base Elevation:	-50.00 ft	Perimeter 3:	21195.00 ft
Water Table Elevation:	2.50 ft	Distance P1 to P2:	50.00 ft
Annual Recharge Rate:	0 ipy	Distance P2 to P3:	450.00 ft
Horizontal Conductivity:	38.000 fpd	# of Cells P1 to P2:	10
Vertical Conductivity:	25.000 fpd	# of Cells P2 to P3:	45
Fillable Porosity:	0.400		
Layer Thickness:	0.00 ft		

Comment:

Simulation: Recovery

Scenario: Scenario1
Run Date/Time: 1/17/2020 12:23:19 AM
Program Version: ICPR4 4.03.02.00

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	100.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

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

Surface Hydraulics

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

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	360.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set: 1
Green-Ampt Set:
Vertical Layers Set:
Impervious Set: 1
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:

Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Manual Basin Rain Opt:	Global
Max dZ:	1.0000 ft	OF Region Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~SFWMD-72
		Rainfall Amount:	11.50 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	113 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

Impervious: 1 [Set]

Land Cover Zone	% Impervious	% DCIA	% Direct	Ia Impervious [in]	Ia Pervious [in]
Impervious	0.00	0.00	0.00	0.000	0.000
Pervious	0.00	0.00	0.00	0.000	0.000

Curve Number: 1 [Set]

Land Cover Zone	Soil Zone	Curve Number [dec]
Impervious	A	98.0
Pervious	A	39.0

Sim	Node Name	Relative Time [hrs]	Stage [ft]
Recovery	Total Site	0.0000	3.80
Recovery	Total Site	1.0011	3.26
Recovery	Total Site	2.0081	3.10
Recovery	Total Site	3.0081	3.01
Recovery	Total Site	4.0081	3.00
Recovery	Total Site	5.0081	3.00
Recovery	Total Site	6.0081	3.00
Recovery	Total Site	7.0081	3.00
Recovery	Total Site	8.0081	3.00
Recovery	Total Site	9.0081	3.00
Recovery	Total Site	10.0081	3.00
Recovery	Total Site	11.0081	3.00
Recovery	Total Site	12.0081	3.00
Recovery	Total Site	13.0081	3.00
Recovery	Total Site	14.0081	3.00
Recovery	Total Site	15.0081	3.00
Recovery	Total Site	16.0081	3.00
Recovery	Total Site	17.0081	3.00
Recovery	Total Site	18.0081	3.00
Recovery	Total Site	19.0081	3.00
Recovery	Total Site	20.0081	3.00
Recovery	Total Site	21.0081	3.00
Recovery	Total Site	22.0081	3.00
Recovery	Total Site	23.0081	3.00
Recovery	Total Site	24.0081	3.00
Recovery	Total Site	25.0081	3.00
Recovery	Total Site	26.0081	3.00
Recovery	Total Site	27.0081	3.00
Recovery	Total Site	28.0081	3.00
Recovery	Total Site	29.0081	3.00
Recovery	Total Site	30.0081	3.00
Recovery	Total Site	31.0081	3.00
Recovery	Total Site	32.0081	3.00
Recovery	Total Site	33.0081	3.00
Recovery	Total Site	34.0081	3.00
Recovery	Total Site	35.0081	3.00
Recovery	Total Site	36.0081	3.00
Recovery	Total Site	37.0081	3.00
Recovery	Total Site	38.0081	3.00
Recovery	Total Site	39.0081	3.00
Recovery	Total Site	40.0081	3.00
Recovery	Total Site	41.0081	3.00

November 13, 2019

Dr. Thomas Reinert, Regional Director
Florida Fish & Wildlife Conservation Commission
8535 Northlake Boulevard
West Palm Beach, FL 33412

Re: Listed Species Data Base Search For Stuart Ocean Townhomes
Section 2, Township 38 South, Range 41 East

Dear Dr. Reinert:

As the registered environmental consultant for the project known as Stuart Ocean Townhomes located on the south side of SE Ocean Boulevard, west of SE St. Lucie Boulevard, Stuart, Martin County (Section 2, Township 38 South, Range 41 East), I respectfully request a search of the Florida Fish & Wildlife Conservation Commission data base files in order to determine the potential existence of threatened and endangered species on the subject property. The parcel control identification numbers for the project site are as follows: 27-37-41-033-000-00040-2 and 27-37-41-033-000-00050-9.

The project site is comprised of native and non-native canopy coverage with some intact native habitats including pine flatwoods and sand live oak as well as existing paved roads and other amenities. The project site is completely surrounded by residential and commercial development.

Please let me know if you require any additional information in order to make this determination.

Sincerely,
Ecotone Services, Inc.

Jerry Renick

Jerry Renick, MS, CEP
Principal Environmental Scientist

November 13, 2019

Ms. Ashley Blackford
U. S. Fish & Wildlife Service
South Florida Ecological Services Office
1339 20th Street
Vero Beach, FL 32960

Re: Listed Species Data Base Search For Stuart Ocean Townhomes
Section 2, Township 38 South, Range 41 East

Dear Ms. Blackford:

As the registered environmental consultant for the project known as Stuart Ocean Townhomes located on the south side of SE Ocean Boulevard, west of SE St. Lucie Boulevard, Stuart, Martin County (Section 2, Township 38 South, Range 41 East), I respectfully request a search of the U. S. Fish & Wildlife Service data base files in order to determine the potential existence of threatened and endangered species on the subject property. The parcel control identification numbers for the project site are as follows: 27-37-41-033-000-00040-2 and 27-37-41-033-000-00050-9.

The project site is comprised of native and non-native canopy coverage with some intact native habitats including pine flatwoods and sand live oak as well as existing paved roads and other amenities. The project site is completely surrounded by residential and commercial development.

Please let me know if you require any additional information in order to make this determination.

Sincerely,
Ecotone Services, Inc.

Jerry Renick

Jerry Renick, MS, CEP
Principal Environmental Scientist

Residential PUD

Project:	Stuart Ocean RPUD
Date	5.21.2020

Adjacent N	Martin County Multifamily
Adjacent S	Kingswood Multifamily
Adjacent E	Institutional The Point ALF
Adjacent W	Kingswood Multifamily
Total Floor Space (sq.ft)	**83,230 sq. ft.**

LDR Reference	Land Development Regulations	RPUD REVIEW STATUS
2.07.00 D.1	Land Use Designation	COMPLY
2.07.00 D.2 a	Uses	COMPLY
2.07.00 D.2 b	Compatible Residential Uses	COMPLY
2.07.00 D.2 c	Commercial (<30%)	NOT APPLICABLE
2.07.00.D.2.d	Commercial Uses (<30%) vertical	NOT APPLICABLE
2.07.00.D.3	Density	COMPLY
2.07.03 D.4.b	Open Space (>30%)	COMPLY
2.07.03 D.4.c	FAR	COMPLY
2.07.03.D.4.d	Native Vegetaion (>25%)	NOT APPLICABLE

AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT

2.04.03	Supplemental impervious surface	COMPLY
2.04.04	Supplemental setback requirements	COMPLY
2.04.05	Waterfront setbacks	NOT APPLICABLE
2.04.06	Certain street setbacks	NOT APPLICABLE
2.04.07	Supplemental building height	COMPLY
2.06.00	Supplemental Use standards	NOT APPLICABLE

4.04.01	Traffic Concurrency	COMPLY
4.09.00	School Concurrency	TO BE REVIEWED

RESOURCE PROTECTION

5.02.00	Environmental Assessment	COMPLY
5.03.02	Wetland Protection	COMPLY
5.04.00	Evironmentally sensitive lands	COMPLY
5.04.03	Monitoring & Maintenance	REVIEWED AT SITE PLAN
5.05.01	Tree Survey	COMPLY
5.05.02	Tree removal	COMPLY

5.06.00	Mangrove & Shoreline	NOT APPLICABLE
5.07.00	Floodplain Management	COMPLY
Comp Plan	Comprehensive Plan	COMPLY

TRANSPORTATION

6.01.04	Sidewalks/bikeways	COMPLY
6.01.05	Bike Ped (LCD)	COMPLY
6.01.06	Access	COMPLY
6.01.07	Drive-through	NOT APPLICABLE
6.01.08	Vehicular Access	NOT APPLICABLE
6.01.09	Parking Code	COMPLY
6.01.18	Off-Street Loading	NOT APPLICABLE
6.01.19	PILOP	NOT APPLICABLE

STORMWATER

6.03.01	Generally	TO BE REVIEWED
6.03.04	Management	TO BE REVIEWED
6.03.08	Erosion	TO BE REVIEWED

LANDSCAPING

6.04.02	General Standards	COMPLY
6.04.02 A.1	Native Landscaping	COMPLY
6.06.02 A.2	Shade Trees Required	COMPLY
6.06.02 A.4	Banyan, Fiscus & Rubber Trees	NOT APPLICABLE
6.06.02 A.5	Proximity to power lines	COMPLY
6.06.02 A.6	Shrubs	COMPLY
6.06.02 A.7	Hedges	COMPLY
6.06.02 A.8	Vines	NOT APPLICABLE
6.06.02 A.9	Ground cover	COMPLY
6.06.02 A.10	Grass Area	COMPLY
6.06.02 B	Irrigation	REVIEWED AT SITE PLAN

LANDSCAPE DESIGN

6.04.03 A	Utility Lines (Existing and Proposed)	COMPLY
6.04.03 B.1	Landscaped Area >20%	COMPLY
6.04.03 B.2	Interior landscaping >50%	COMPLY
6.04.03 B.3	location of impervious	COMPLY
6.04.03 B.4	Mulch	COMPLY
6.04.03 B.5	Shoreline protection	NOT APPLICABLE
6.04.03 B.8	Visibility triangles	TO BE REVIEWED

6.04.06	Land Use Transitions	EXCEPTION REQUESTED

LANDSCAPING - PARKING AREAS

6.04.07 A.1	Landscaped strip adjacent to street	COMPLY
6.04.07 A.2	Landscaped strip length linear feet	COMPLY
6.04.07 A.2a	Parking area adjacent to street	COMPLY
6.04.07 A.2b	Hedge/wall/berm on outside of strip	COMPLY
6.04.07 A.2c	Other Landscaping	COMPLY
6.06.07 A.2d	Grass	COMPLY
6.04.07 A.3	Shrubs/ground cover	COMPLY
6.04.07 B	parking screened from private propery	NOT APPLICABLE
6.04.07 B.1	Landscaped strip adjacent to private property	NOT APPLICABLE
6.04.07 B.2a	Parking area adjacent to private property	NOT APPLICABLE
6.04.07 B.2b	Hedge/wall/berm on outside of strip	NOT APPLICABLE
6.04.07 B.2c	Other Landscaping	NOT APPLICABLE
6.04.07 B.2d	Grass	NOT APPLICABLE
6.04.07 B.3	Shrubs/ground cover	NOT APPLICABLE
6.04.07 C.1	Parking Area (Major Dev't only)	COMPLY
6.04.07 C.2	Parking area rear and sides of building	COMPLY
6.04.07 C.3	Interior trees	COMPLY
6.04.07 C.4	Vechicle encroachment	COMPLY
6.04.07 C.5	Interior landscaped islands	COMPLY
6.04.07 C.6	Terminal landscaped islands	COMPLY
6.04.07 C.7	Interior landscaped medians	COMPLY
6.04.07 C.8	Interior shade trees	COMPLY
6.04.07 D	Visability triangles	REVIEWED AT SITE PLAN
6.04.08	Tree Requirements	COMPLY
6.04.10	Loading Storage	NOT APPLICABLE

COMMERCIAL DEVELOPMENT STANDARDS

6.05.02 B	Building Location	NOT APPLICABLE
6.05.02 C	Building Orientation	NOT APPLICABLE
6.05.02 D	Façade Design	NOT APPLICABLE
6.05.02 E	Massing	NOT APPLICABLE
6.05.02 F	Other Features	NOT APPLICABLE
6.05.02 G	Transitional Elevations	NOT APPLICABLE
6.05.03 B	Blank Wall Area	NOT APPLICABLE
6.05.03 C	Repeating Façade	NOT APPLICABLE
6.05.04	Additional Façade	NOT APPLICABLE

6.05.05	Roof Treatments	NOT APPLICABLE
6.05.06	Entryways and customer entrance	NOT APPLICABLE
6.05.07	Materials and Color	NOT APPLICABLE
6.06.00	Green Development	NOT APPLICABLE
6.07.00	Lighting	NOT APPLICABLE
6.08.00	Dumpster & Recycling	NOT APPLICABLE
6.09.05	Fences	COMPLY
6.11.00	Signs	TO BE REVIEWED

Trees

	Shade or Canopy
	Palm
	Flowering
	Accent

Tree Species	Name	number	interior
(Ptychosperma elegans)	Alexander Palm*		
(Ilex opaca)	American Holly		
(Cordia boissieri)	Anacahuita, White Corda*		
(Phoenix canariensis)	Canary Island Date Palm*		
(Prunus caroliniana)	Cherry Laurel		
(Livistonia chinensis)	Chinese Fan Palm*		
(Ilex cassine)	Dahoon Holly		
(Ilex attenuata 'EastPalatka')	East Palatka Holly		
(Plumeria acuminata)	Frangipani Plumeria*		
(Cordia sebestena)	Geiger Tree		
(Cassia surattensis)	Glaucous Cassia*		
(Duranta repens)	Golden Dewdrop		
(Koelreuteria formosana)	Golden Rain Tree*		
(Bauhinia blakeana)	Hong Kong Orchid*		
(Capparis cynophallophora)	Jamaica Caper		
(Parkinsonia aculeata)	Jerusalem Thorn*		
(Quercus laurifolia)	Laurel Oak		
(Callistemon lanceolata)	Lemon Bottlebrush*		
(Quercus virginiana)	Live Oak		
(Gordonia lasianthus)	Loblolly Bay		
(Ptychosperma macarthuri)	MacArthur Palm*		
(Swietenia mahagoni)	Mahogany		
(Washingtonia robusta)	Mexican Washington Palm*		
(Myrsine guianensis)	Myrsine		
(Simaruba glauca)	Paradise Tree		
(Acoelorrhaphe wrightii)	Paurotis Palm		
(Tabebuia heterophylla)	Pink Tab or Trumpet Tree*		
(Tibouchina grandiflora)	Princess Flower Tree*		
(Tibouchina grandiflora)	Princess Flower Tree1*		
(Arecastrum romanzoffianum)	Queen Palm*		
(Lagerstromia speciosa)	Queens Crepe Myrtle*		
(Persea borbonia)	Red Bay		
(Acer rubrum)	Red Maple		

(Cocothrinax argentata)	Silver Palm		
(Tabebuia caraiba)	Silver Trumpet*		
(Pinus elliottii)	Slash Pine		
(Magnolia grandiflora)	Southern Magnolia		
(Magnolia virginiana)	Sweet Bay		
(Liquidambar styraciflua)	Sweet Gum		
(Plantanus occidentalis)	Sycamore		
(Myrica cerifera)	Wax Myrtle		
(Callistemon viminallis)	Weeping Bottlebrush*		
(Tecoma stans)	Yellow Elder		
Other			
	TOTALS	**0**	**0**

Shrubs/ground cover

	Shrub
	Ground Cover
	Vine

Shrub/Ground cover Species	Name	number	native
(Antigonon Leptopus)	Coral Honeysuckle		0
(Blechnum serrulatum)	Swamp Fern		0
(Catharanthus roseus)	Periwinkle		0
(Chrysobalanus icaco)	Cocoplum		0
(Conocarpus erectus sericeus)	Silver Buttonwood		0
(Conocarpus erectus)	Buttonwood		0
(Crinum americanum)	Swamp Lilly		0
(Forestiera segregata)	Florida Privet		0
(Glesminum Sempervirens)	Carolina Jessamine		0
(Hamelia patens)	Firebush		0
(Helianthus debilis)	Beach Sunflower		0
(Hymenocallis latifolia)	Spider Lily		0
(Ilex glabra)	Gallberry		0
(Lantana spp.)	Lantana species		0
(Lonicera)	Trumpet Honeysuckle		0
(Myrcianthes fragrans)	Simpson's Stopper		0
(Myrica cerifera)	Wax Myrtle		0
(Myrsine guianensis)	Myrsine		0
(Nephrolepis cordifolia)	Erect Swordfern		0
(Prunus caroliniana)	Cherry Laurel		0
(Spartina bakerii)	Cordgrass		0
(Sysirinchium)	Blue Eyed Grass		0
(Urechites lutea)	Wild Allamanda		0

(Vaccinium myrsinites)	Shiny Blueberry		0
(Viburnum obovatum)	Walter's Virburnum		0
(Zamia floridana)	Coontie		0
Other			0
	TOTALS	0	0

	tree	shrub	shade tree	palms	tree+shrub	Interior Shade
native	0	0	0	0	0	
other	0	0	0	0	0	
Total	0	0	0	0	0	0
interior	0		0			
Perimeter	0		0			

	%
Native	#DIV/0!
Shade	#DIV/0!
Int Shade	#DIV/0!

STUART OCEAN RPUD.

COMPREHENSIVE PLAN REVIEW

FUTURE LAND USE ELEMENT

Objective A5. - Residential development.

Ensure land use compatibility by grouping complementary land use activities, including mixed-use land use developments in appropriate areas of the City. Work with the developers to integrate vehicular and pedestrian circulation systems, bike paths, parking, building location, and architectural design into a cohesive development.

Policy A5.1. The Future Land Use Element of the City's adopted Comprehensive Plan shall provide land for future residential use to promote a more compact development pattern. This shall include sufficient land suitable for the public utility facilities needed to support the projected level and pattern of development.

The proposed project is compact in form by being clustered in order to project and provide upland and preservation areas, while providing a low-density development of approximately 7.25 dwelling units per acre.

Policy A5.2. Development on all vacant, un-platted areas designated as residential should be compatible with any surrounding existing homes.

In order to consider the compatibility of a proposal we need to assess whether the existing residential development adjacent to the proposed development are able to exist together without problems or conflict. The proposed development proposes an entirely residential development. The proposed buffers and preserve areas within the site, provide sufficient distance and visual shielding to project the surrounding existing residential development. The 2-storey height of the proposed development is adequately shielded from view. In respect of traffic impacts and safety the applicants' traffic study address volume and safety impacts in that respect. Overall, this proposal is considered to be compatible with the adjacent uses.

Policy A5.3. Wherever possible, medium density residential and recreation/open space areas should serve as buffers between higher and lower intensity residential uses to achieve an orderly land use transition.

The proposed project is of lower density (7.25 du/ac) than adjacent residential uses of the Kingswood condominiums (15 du/ac). The existing and proposed open space and preserve areas provide substantial area to provide transition zones between the existing higher density and the lower density proposal.

Policy A5.5. The City shall market itself as a community for families.

The development forms part of an inventory that widens housing options for existing and new residents of the City.

Policy A5.6. The City shall maintain a height limitation of the greater of 45 feet or four stories of occupiable space for all buildings. The City shall require landscaping of all new development and redevelopment to promote an aesthetic streetscape. The City shall require landscape buffers between single family residential and non-residential uses.

The proposal complies with the height limitation and incorporates substantial landscaping fronting the streetscape. The proposed development incorporates landscape buffers to the adjacent multi-family residential uses.

GOAL STATEMENT B

Minimize costs to current residents of growth, new development, and redevelopment, and encourage future land uses that maintain or enhance economical and efficient delivery of government utilities and services.

Objective 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.

The proposal is considered to be a good example of a compact urban form of residential infill as this particular site is primarily surrounded by established 2-storey residential condominium development and the property has remained vacant for a number of years.

Objective B3. - Desirable pattern of land uses.

Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.

The proposal is considered to be a good use of vacant and underutilized land within the community characteristics of the City.

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

The proposed development, by reason of proposed use, density and buffers is considered to be compatible with and complementary to surrounding activities.

Policy B1.4. Annexation and redevelopment strategies for infill development and redevelopment should be formulated to produce a future viable economy for the City.

The proposed development site is an infill development which adds to the local economy through the increased demand for commercial, entertainment and retail services/products by new residential occupiers. The housing units will increase the spectrum and variety of residential accommodation in the City, therefore adding to a balanced housing supply.

Martin County School District

General School Capacity Analysis

This general analysis is completed to meet the development review policies specified in Section 6.2.6 of the Martin County, City of Stuart and Martin County School Board Interlocal Agreement for School Facilities Siting and Planning, and Section 17.7 Public School Facilities Element of the Martin County Comprehensive Plan.

Applicant/Project: **Stuart Ocean Townhomes**
Project#: **Parcel - #02-38-41-00000020-6 and 02-38-41-000-00000050-9 (11.03 acres)**

Date Received: **1.12.2020**

Applicant Request: **Rezoning Application**

Student Generation Calculation:

Residential Units	**80**
Current Student Generation Rate	**.214**
Elementary	8
Middle	4
High	5
Total Forecasted	**17**

School Zone Enrollment & Permanent Capacity:

CSA	2019-2020 (as of 10/11/19) Enrollment	2023-2024 COFTE Projected Enrollment	LOS Concurrency Capacity
Stuart Zone – Elementary (Pinewood, Port Salerno, JD Parker Elem)	2199	2299	1978
South Zone – Middle (Anderson Middle, Murray Middle)	1769	1724	2009
Stuart Zone – High Martin County High	2173	2338	2160

Note: Current Enrollment reported from FOCUS, October Counts 2019

Comments:

This General School Capacity Analysis shall be used in the evaluation of a development proposal, but shall not provide a guarantee that the students from the above referenced project will be assigned to attend the particular school(s) listed. The analysis indicates that the elementary and high school LOS Concurrency is currently over capacity, and projected to continue. Middle schools currently are projected to have capacity.

A School Concurrency Review is completed for Final Site Plan applications that include residential units. At that time a Final Concurrency Determination will be conducted. Mitigation to reach Level of Service (LOS) standards for the School District may need to be remedied based on Final analysis.

Prepared by: **Kimberly Everman, Capital Projects Planning Specialist**
Phone: 772-223-3105, ext. 134
Email: evermak@martin.k12.fl.us

1.28.2020

Martin County School Board
500 East Ocean Boulevard
Stuart, FL 34994

School Impact Worksheet

The purpose of this school impact worksheet is to assist in planning for future public school facility needs and concurrency requirements. It is to be completed for any proposed residential project, and residential rezoning, amendments to FLUM with residential components, and DRIs.

Date: September 19,2019

Parcel ID#: 02-38-41-000-00000020-6 and 02-38-41-000-00000050-9

Project Name: Stuart Ocean Townhomes

Former Project Name: _____ **Owner/Developer:** Pulte Home Company, LLC

Contact Name/Number: Aimee Carlson (561) 268-5821

Total Project Acreage: 11.03 **Year 1 of the Build-Out:** 2021

1. Please indicate the most likely build-out scenario. Show build-out by year and number of units/year.

Unit Type	Number of Units	First 5-year Period					Second 5- year Period				
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Single-family detached											
Multi-family											
Apartment											
Townhouse	80	22	32	26							
Other											

Note: If build-out is expected to go beyond the 10 year period above, please attach an additional table with build-out years until project completion.

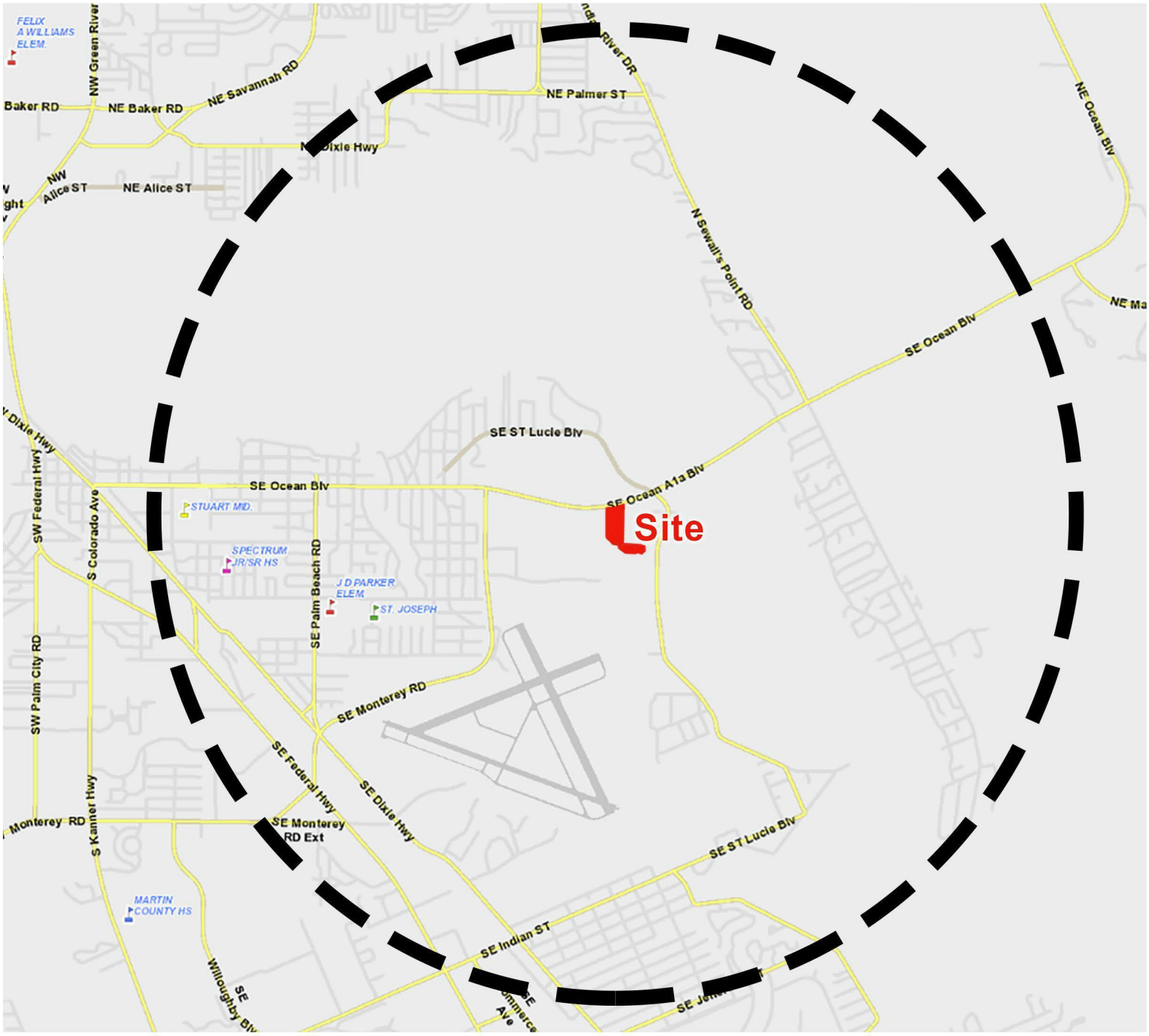
2. Project number and type of residential dwelling units at build-out, as follows:

Unit Type	Number of Units	Typical Unit Floor Area (sq. ft.)	Estimated Price ($) Per Unit	Number Restricted to 55+ Age Group
Single-family detached				
Multi-family				
Apartment				
Townhouse	80	1,754 S.F.	Starting in low 300's	N/A
Other				

3. Please include a location map showing elementary, middle and high schools within a two-mile radius of the proposed project. If no schools are within a two-mile radius of the project, please indicate the nearest schools to the project.

Stuart Ocean Townhomes

School Map
City of Stuart



Prepared by:

HJA DESIGN STUDIO LANDSCAPE ARCHITECTURE CM

2 mile radius

North

Project # : 19005

MINUTES

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD FEBRUARY 20, 2020 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994

LOCAL PLANNING AGENCY

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

ADMINISTRATIVE

Development Director – Kev Freeman
Board Secretary – Jordan Pinkston

CALL TO ORDER

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

APPROVAL OF MINUTES
Motion: Action: Approve.
Moved by: Larry Massing
Seconded by: Michael Herbach
Motion passed unanimously.

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

COMMENTS FROM THE BOARD MEMBERS:

Michael Herbach said he gave copies of electrical vehicle incentives and state statutes.

Michael Mortell said that he has been working with staff to update the board by-laws and should have them to the board by the next meeting to adopt.

Ryan Strom changed order of the agenda, making item #1 first, item #3 second and item #2 third.

ACTION ITEMS: None.

ORDINANCES:

1. Amendment to City Tree Replacement code to comply with State Statue and to incorporate innovative storm water design. (RC)
   Ord 2432-2020: AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING CHAPTER V OF THE CITY'S LAND DEVELOPMENT CODE ENTITLED 'RESOURCE PROTECTION RELATED DEVELOPMENT STANDARDS' TO COMPLY WITH STATE STATUTE REGARDING TREE REMOVAL PERMITS AND TO PROMOTE INNOVATIVE STORMWATER TREATMENT AND LOW IMPACT DEVELOPMENT PRACTICES AND TO ALLOW THE CITY'S TREE REPLACEMENT FUND TO BE UTILIZED FOR INNOVATIVE STORMWATER TREATMENT SYSTEMS ON PUBLIC LANDS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Kev Freeman, Development Director 5:46 PM

BOARD COMMENT:

Ryan Strom explained the format of the meeting.

Cristina de la Vega said that she has issues with 24-C regarding replacing pines with palm trees. She does not understand why that was the tree of choice. She expressed concerns about the current understory plants listed and requested staff expand the list. She also wants clarification on slash pine to palm.

Kev Freeman said that that is code and they are not proposing changes, they are only suggesting they should be replaced with like species. He said that they are removing palm trees and implanting canopy trees. He would like to explore a wider variety of trees to go in this ordinance.

Michael Herbach said he thinks that some of the problems are that there are only pines trees and oaks in the flats. He said that soil should be considered by a consultant.

Li Roberts clarified what staff is proposing.

Kev Freeman clarified that plans will be prepared by licensed architects.

Li Roberts suggested changing the wording to say, suitable native species such as. She asked if the money that is in the tree fund is being anticipated for staff to use.

Kev Freeman said that there is an opportunity for developments coming through to partner with them to incorporate better quality stormwater. He clarified details of how that would work.

Li Roberts asked about built-out areas that would benefit and what the city's responsibility would be.

Kev Freeman said they are currently looking into matching grant opportunities to expand that.

PUBLIC COMMENT: None.

MOTION:
Action: Approve with change to additional species E and L.
Moved by: Larry Massing
Second by: Cristina de la Vega
Motion passed unanimously.

2. STUART OCEAN RPUD - FIRST READING (QUASI-JUDICIAL)(RC): ORDINANCE No. 2435-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OW NED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETW EEN THE POINTE ASSISTED LIVING FACILTY AND KINGSW OOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT W ITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Tom Reetz, Senior Planner

Bob Raynes, Gunster Law Firm
Mike Houston, HJA Design Studio

BOARD COMMENT:

Bob Raynes went over the development conditions and suggested revisions in the handout he provided.

Michael Herbach asked about spaces for mail pickup.

Li Roberts asked about anticipated parking at mail pickup.

Mike Houston confirmed where spaces would be located.

Larry Massing asked if staff has reviewed the changes before them.

Tom Reetz said that they have discussed changes but have not reviewed the red lines.

Cristina de la Vega asked how many parking spaces were for visitors.

Mike Houston confirmed there are thirty-eight guest spots on the site.

Bob Raynes continued to go over development conditions and suggested revisions in the handout he provided.

Kev Freeman suggested the applicant formulate a clearer timetable of development.

Michael Herbach asked if it was a 55+ community. He asked about additional exits.

Bob Raynes said that we would need an easement for a secondary access.

Michael Herbach asked about bus stops and expressed his concerns about current bus situations. He asked about recreational leases.

Aimee Carlson with Pulte Group said they are not planning a physical clubhouse and the association will own all the amenities.

Li Roberts discussed past project proposal entrances so roads were not staggered and said that the reason these were proposed would be for traffic control.

Mike Mortell said that he recalled the past proposal, but the reason that it was difficult was because of negotiations of easements.

Li Roberts asked for clarification on the density of units and greenspace.

Michael Houston said that this pervious, impervious questions because it is two stories.

Li Roberts asked about parcel B that isn't adjoining.

Tom Reetz confirmed it is counting 2 to 1 for offsite upland preserve, not open space.

Li Roberts said that she is concerned about the grade of the lot, drainage and runoff.

Mike Houston explained why they changed the site plan and added a buffer.

Li Roberts asked for confirmation about what will be done with the wooden fence along the boundary. She is concerned about trash collection, firetruck turnaround, eleven street parking spaces for eighty units, parking that belongs to the Kingswood swimming pool becoming a policing issue, amount of street parking, trail through the preserve area, grills, fences behind the property being too close, and school buses.

Bob Raynes addressed the fencing concern.

Li Roberts addressed the error on the elevation of the rear of the building on the floor plans and recommended they update their plans. She said that she thinks it is too much for the site, but appreciates the applicant trying to add appealing housing into the City of Stuart.

Michael Herbach asked if we can request that garages only be used for car storage.

Larry Massing said that would be difficult to enforce.

Cristina de la Vega asked about the location of roads for Kingswood.

Mike Houston said that is still an ongoing discussion about access easements for exists.

Cristina de la Vega said that it looks tight and asked about the amount of space the homeowners own behind each unit.

Todd Troxell, HJA Design Studio said that there are lot lines and they are fee simple lots that will be sold individually with 20 feet apart from the buildings, which is within code.

Cristina de le Vega asked for a breakdown of the pervious land.

Mike Houston clarified lot lines and open space.

Bob Raynes clarified the spacing that they are seeing on the renderings.

Todd Troxell said that the requirement for open space in a RPUD is 30% and we are exceeding that by 18%.

Larry Massing said that it appears to be tight, parking would have to be enforced.

Ryan Strom is concerned about the amount of code enforcement needed for the existing pool at Kingswood, mail parking spaces, on-street parking and trash pickup schedule.

Aimee Carlson said combined cans throughout the community.

Ryan Strom went into detail about concerns about trash logistics.

Tom Reetz said this is similar to other approved projects in regard to how trash will be coordinated.

Kev Freeman said that those other projects have higher density, less open space and less stormwater treatment than what we are seeing today. He said our fire department and public works department are not lenient, and staff has addressed all these issues and is very happy about how the project looks.

Ryan Strom said that he wanted to say that the applicant is only coming in with two stories, and he appreciates them not coming in with three stories or something with higher density.

Li Roberts said she thinks the problems are that it looks so tight because the lake piece looks removed, but if it was embedded into the property it would be more appeasing to the eye.

Kev Freeman said they are addressing their code and preserving the areas that are important.

Ryan Strom requested a motion.

Michael Herbach said that there are too many unknowns. He addressed the bus stops being an issue.

Ryan Strom said that it is almost advised to have them come back after changes are made.

Li Roberts advised that the applicant did not want to hear her motion if she were to make it and listed some of her concerns.

Mike Houston addressed the school bus issue.

Li Roberts said she is asking for a location to be carved out of their site of where a bus could stop, so kids or people do not have to go offsite.

Mike Houston addressed parking issue and expressed that this is a great addition to the city. He said that firetruck parking will be strongly enforced.

Michael Herbach asked that the applicant come back once the board's issues are addressed.

Li Roberts said that she is worried about on-street parking.

Bob Raynes said that he has spoken with Pulte representatives we want to continue to work with the Kingswood people. He offered to hear public comment and agreed to a continuance of the item.

Cristina de la Vega expressed that it is a great thing that the project is so low density compared to what could be put there.

Bob Raynes agreed and said that they want to continue to move forward.

PUBLIC COMMENTS:

1. Beth Lutz (SE Ocean Blvd.) – concerned about safety of young children and traffic.
2. Jane Cornett (SW Federal Highway) – suggested that this was premature. She described the different Kingswood phases, legal exists from the community, traffic, construction, drainage, lift station, would like to meet with city staff and Bob Raynes.
3. Judy Sabatino (SE Ocean Blvd.) – concerned about traffic and school children.
4. Katy Gibbs (SE Ocean Blvd.) – Kingswood residents, concerned about children, backyard size, playground area, safety and code enforcement.
5. Charles Scheer (SE Ocean Blvd.) – concerned about the noise abatement during the construction phase.
6. Charles Gutchione (SE Ocean Blvd.)– concerned about the environment, addressed an eagle's nest on the property.
7. Ken Visoky (SE Ocean Blvd.) – concerned about the retention pond and water table, storms with water runoff, traffic on roadways because they do not have sidewalks and traffic.
8. John Thomas (SE Ocean Blvd.) – concerned about the emergency access that fire department needs for their community.
9. Celeste Zehren (SE Ocean Blvd.) – concerned about the length of project and open issues, lake with children, noise pollution and construction pollution.
10. Jane Cooper (SE Ocean Blvd.) – concerned about traffic, type of development in a 55+ community, trespassing and code enforcement.
11. Patty Weiland (Kingswood) – concerned about children in between retirement communities.
12. Laura Giobbi (SE Ocean Blvd.) – concerned about water runoff.
13. Katy Gibbs (SE Ocean Blvd.) – said that she remembered that Kingswood was willing to move their entrance for the traffic pattern but did not have a board at the time.
14. Ivan Campodonico (SE Ocean Blvd.) – said that it should be a 55+ community.
15. Blanca Solorzaro (SE Ocean Blvd.) - Concerned about noise, traffic, and no pool on the property.
16. Stu Frankel (SE Ocean Blvd.)– addressed the pond but thinks that kids will want to come swim in their pool. He is concerned about traffic.

BOARD COMMENT:

Bob Raynes addressed the traffic study, drainage, lift station, lake concern, size of backyards and environmental study results.

Michael Herbach suggested using the pond as an irrigation source.

MOTION:
Action: Continue agenda item to March 19th LPA meeting.
Moved by: Michael Herbach
Second by: Larry Massing
Motion passed unanimously.

3. ORDINANCE No. 2434-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, BEING THE THIRD AMENDMENT OF ORDINANCE NO. 2307-2015, ALSO KNOW N AS THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD)" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RPUD, FOR A TOTAL OF 49.04 ACRES; SAID PUD BEING GENERALLY LOCATED BETW EEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE W EST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; AMENDING SAID PUD TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA CROSSINGS PARCEL B (PARCEL 16); PROVIDING FOR A MASTER OFF-SITE INFRASTRUCTURE PLAN FOR THE ENTIRE PUD; PROVIDING FOR REVISED AND ADDITIONAL DEVELOPMENT CONDITIONS OF APPROVAL; PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT W ITH 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. (QJ) (RC)

PRESENTATION: Stephen Mayer, Senior Planner
Tim Hernandez, New Urban Communities

BOARD COMMENT:

Michael Herbach asked about the live-work units listed in the PUD.

Stephen Mayer confirmed that there will be no live-work units on this site.

Li Roberts asked about the outside elevations on the townhomes.

Tim Hernandez confirmed where the rear elevations will be facing.

Li Roberts asked about pricing.

Tim Hernandez said they are still discussing if they should be for sale or for rent and discussed potential price points for each.

Li Roberts suggested changing the look of the road so it seems like an extension of the sidewalk between building 1 and 12 and suggested where other crosswalks should be located. She asked about locations of mailboxes.

Tim Hernandez said that was a good idea and confirmed where the mailboxes will be located.

Li Roberts asked about the existing sidewalks and if there are grills.

Tim Hernandez said that he would consider putting a grill in the pool area.

Li Roberts asked if they could add a bus pull off area so in the future if there is a need for one it will not be a problem.

Tim Hernandez said that they are going to build it and the county or city can do whatever they want with it.

Kev Freeman said that we can come up with a condition that gives flexibility in the future.

Ryan Strom asked about the dumpster locations.

Tim Hernandez explained that they wanted to maximize parking and greenspace.

Li Roberts asked about fencing or foliage around the playground.

Tim Hernandez said he would be more inclined to add a hedge.

Cristina de la Vega asked about the amount and types of plants.

Tim Hernandez explained the plants and percentages of those they have in the project.

PUBLIC COMMENTS: None.

MOTION:
Action: Approve with recommendation of adding a flexible bus stop, paving crosswalks, landscaping for playground.
Moved by: Li Roberts
Second by: Larry Massing
Motion passed unanimously.

BOARD COMMENT: None.

STAFF UPDATE: None.

ADJOURNMENT:
Motion: Action: Adjourn.
Moved by: Michael Herbach
Seconded by: Cristina de la Vega

Ryan Strom, Chair

Jordan Pinkston, Board Secretary

DECLARATION OF CONDOMINIUM
OF
262181 KINGSWOOD CONDOMINIUM APARTMENT BUILDINGS NO. 33,34,35,36,54,55
STUART, FLORIDA

Made this 1ST day of APRIL, 1976 by KINGSWOOD, INCORPORATED, a Florida corporation, hereinafter called the "Developer", for itself, its successors and assigns.

WHEREIN the Developer makes the following declarations:

1. PURPOSE.

The purpose of this Declaration is to submit the land described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, hereinafter called the Condominium Act; and the Developer does hereby submit the condominium property to condominium ownership.

2. NAME AND ADDRESS.

The name by which this condominium is to be identified is KINGSWOOD CONDOMINIUM APARTMENT BUILDINGS NO. 33-34-35-36 54-55. Its address is 2950 S.E. Ocean Boulevard, Stuart, Florida 33494.

3. THE LAND.

The land owned by the Developer, which by this instrument is submitted to the condominium form of ownership, is located in Martin County, Florida. A description thereof is attached, as a part of Exhibit A.

4. DEFINITIONS.

The terms used in this Declaration and in its Exhibits, and in all amendments thereto, will have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

4.1. Apartment means unit as defined by the Condominium Act.

4.2. Apartment Owner means unit owner, as defined by the Condominium Act.

4.3. Assessment means a share of the funds required for the payment of common expenses, which is assessed against each apartment owner.

4.4. Association means KINGSWOOD ASSOCIATION, #2, INC. the Florida not for profit corporation, its successors and assigns, which is responsible for the operation of the condominium.

O.R. BOOK 411 PAGE 2331

THIS DOCUMENT PREPARED BY:
ANGELA McLAUGHLIN, President
Kingswood, Inc.
2950 S.E. Ocean Blvd.
Stuart, Florida 33494

EXHIBIT 1

LAW OFFICES OF COE BROBERG AND REID-PALM BEACH FLORIDA 33480

4.5. Common Elements means the portion of the condominium property not included in the apartments; and shall include the land of the condominium, the premises leased by the Association under the Long Term Lease, the leasehold interest of the condominium in said premises, and the tangible personal property required for the maintenance and operation of the condominium.

4.6. Common Expenses include:

a. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the apartments to be maintained by the Association.

b. Expenses declared common expenses by provisions of this Declaration or the Bylaws of the Association.

c. Any valid charge against the condominium property as a whole.

d. All monies due under the Long Term Lease.

4.7. Common Surplus means the excess of all receipts of the Association over the common expenses.

4.8. Condominium means that form of ownership of property under which units of improvements are subject to ownership by different owners; and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.

4.9. Condominium Property means and includes the land of the condominium, all improvements thereon, and the common elements; and all easements and rights appurtenant thereto.

4.10. Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government.

4.11. Long Term Lease means and refers to the Lease between the Developer and the Association, demising the premises therein described to the Association; and upon which premises there is constructed, or will be constructed, recreational facilities, a sewage disposal system pumping station, sewer mains and related sewage disposal equipment.

4.12. Management Agreement means and refers to the agreement between the Developer and the Association, providing for the operation and management of the condominium for a period of five years.

4.13. Singular, Plural Gender. Whenever the context so permits, the use of plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

LAW OFFICES OF COE BROBERG AND REID, PALM BEACH, FLORIDA 33401

5. DEVELOPMENT PLAN.

The condominium includes six apartment buildings; and is described and established as follows:

5.1. Survey and Site Plan. A survey of the land, showing the apartment building on it and common elements upon the land is attached as a part of Exhibit A. An additional document creating a road easement may also be attached, as a part of Exhibit A.

It is anticipated that this condominium will be one of a series of separate condominium apartment buildings established by the Developer upon lands in Martin County, Florida, a description of which is also attached as a part of Exhibit A, and that the Association will be responsible for the operation of all of said condominiums. The land of this condominium is a part of said lands.

5.2. Plot Plans. Plot plans and other documents showing common elements within or attached to the apartment building, the location and dimensions of each apartment, and the location, dimensions and description of the premises leased by the Association under the Long Term Lease (designated a common element) are attached as collective Exhibit B. For the purpose of identification, all apartments are given identifying numbers and no apartment bears the same identifying number as does any other apartment.

5.3. A Surveyor's Certificate that said survey, site plan and plot plans, together with the wording of this Declaration, is a correct representation of the improvements described; and that there can be determined, therefrom, the identification, location, dimensions, and size of the common elements, and of each apartment is attached as Exhibit C.

5.4. Amendment of Plans.

a. Alteration of Apartment Plans. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, as long as it owns the apartments so altered. No such change will increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in Article 18 hereof. If the Developer makes any changes in apartments, as herein authorized, such changes will be reflected by an amendment of this Declaration; and if more than one apartment is concerned, the Developer will apportion between the apartments the shares in the common elements appurtenant to the apartments concerned.

b. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need by signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.

OR BOOK 411 PAGE 2333

LAW OFFICES OF COE, BROBERG AND REID - PALM BEACH, FLORIDA 33480

LAW OFFICES OF COE, BROBERG AND REID - PALM BEACH, FLORIDA 33480

5.5. Easements are hereby reserved through the condominium property for the installation of force mains, water lines, electrical power lines and such other equipment as is required to furnish adequate sewer service, water and other utilities to this condominium and to others entitled thereto; provided, however, such easements through an apartment will be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

5.6. Improvements - General Description.

a. Apartment Buildings. The condominium includes apartment buildings. They each consits of a first and second floor and contain apartments and common elements.

b. Other improvements may include landscaping, automobile parking areas and private roads; all of which are part of the common elements.

5.7. Apartment boundaries. Each apartment will include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

a. Upper and lower boundaries. The upper and lower boundaries of the apartment will be the following boundaries, extended to an intersection with the perimetrical boundaries;

(1) Upper Boundary (first floor apartments) - The horizontal plane of the lower surfaces of the ceiling slab;

(2) Upper Boundary (second floor apartments) - The horizontal plane of the upper surfaces of the sheetrock;

(3) Lower Boundary (all apartments) - The horizontal plane of the lower surfaces of the floor slab.

b. Perimetrical boundaries. The perimetrical boundaries of the apartment will be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon; and when there is attached to the building a balcony, porch, stairway or other portion of the building serving only the apartment being bounded, such boundaries will be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding an apartment extended to the intersections with other perimetrical boundaries, with the following exceptions:

(i) If interior building walls separate apartments from common elements, the perimetrical boundaries as to such walls will be the intersecting vertical planesx adjacent to and including the surfaces thereof facing the common elements.

(ii) If walls between apartments are of varying thickness, or about a column or shaft, the plane of the center line of a bounding wall will be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(iii) If walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall will be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary will thence tun at right angle to the plane of the center line of the thicker wall.

(iiii) If exterior faces of apartment walls are diametrically opposite from each other, the perimetrical boundary of such apartments will proceed through the intersection of such walls at an angle of forty-five degrees from exterior face to exterior face.

5.8. Common Elements. The common elements of the condominium consist of the land and all other parts of the condominium property not within the qpartments, including but no limited to alll tangible persofnal property used in the maintenance and operation of the condominium. However, the coin operated washing machines and drying machines are the property of the Developer; and are installed pursuant to the provisions of the Management Agreement.

6. OWNERSHIP OF COMMON ELEMENTS.

There will be an undivided share in the common elements appurtenant to each apartment of the condominium, stated as a percentage thereof. The types of apartments of the condominium and the percentages attributable to each is set forth in the schedule attached as Exhibit D.

The fee title to each apartment will include both the apartment and its undivided interest in the common elements, said undivided interest to be deemed to be conveyed or encumbered with its respective apartment, even though the description in the instruments of conveyance or encumbrance may refer only to the fee title to the apartment. Any attempt to separate the fee title to an apartment from the undivided interest in th4 common elements appurtenant to each apartment will be null and void.

O.R. BOOK 411 PAGE 2335

7. LONG TERM LEASE.

The Association (as Lessee) has entered into a Long Term Lease (ninety-nine (99) years) withe the Developer (as Lessor) which lease demises the premises therein described. The Developer has constructed and installed, or will construct and install, recreational facilities, sewage disposal system pumping stations, sewer mains and related sewage disposal equipment upon said premises. Such facilities and equipment are for the use and benefit of the apartment owners, for the use and benefit of the owners of qpartments in other condominiums for which the Association has or will bave operating responsibilities, members of their families and their social guests and for the use and benefit of others (all as set forth in said Long Term Lease). The Association has agreed to pay rent under said Long Term Lease, adjustable at five (5) year intervals to coincide with the purchasing power of the beginning amount, and to pay taxes, insurance and maintenance charges for the Demised Premises. Such rent and other expenses are apportioned as set forth in said lease.

The Lessor has retained a lien against the condominium property and against each apartment, as set forth in said Long Term Lease, for the purpose of securing the payment of such rent and expenses. In the event any apartment owner fails to pay his share of rent and other expenses the Lessor, among other remedies allowed, may foreclose its lier against the apartment for which payment is not made.

All monies due and to become due under the provisions of said Long Term Lease, including, without limitation, rent and other items as are specified in said lease, are and will continue to be for the full term of said lease, common expenses of the condominium.

The Long Term Lease referred to herein has been recorded in the public records of Martin County, Florida and a copy thereof is attached as Exhibit E. Each apartment owner by the acceptance of a deed to his apartment, whether from the Developer or otherwise, agrees to be bound by its terms and conditions and agrees to pay his share of the monies due, pursuant to and in the amount or percentage amount, if so stated, as specified in said Long Term Lease. It will be mandatory for the apartment owners to make such payments.

8. MANAGEMENT AGREEMENT.

The Association has entered into a Management Agreement with the Developer, providing for the operation and management of the condominium for a period of five (5) years.

The Developer, under said Management Agreement, is the exclusive managing agent of all condominiums for which the Association is and will be responsible; and it is authorized and required to collect all assessments against apartment owners, together with other monies due to the Association. The amounts of these assessments are set forth in said Management Agreement; they are to be adjusted after a period of two and one-half (2½) years to coincide with the purchasing power of the beginning amounts; they include the monies due by apartment owners under the Long Term Lease; and they are common expenses.

A copy of said Management Agreement is attahced as Exhibit F. Each apartment owner by the acceptance of a deed to his apartment, whether from the Developer or otherwise, agrees to be bound by its terms and conditions and agrees to pay his share of the monies due, pursuant to and in the amount or percentage amount if so stated, as specified in said Management Agreement. It will be mandatory for the apartment owners to make such payments.

9. COMMON EXPENSES AND COMMON SURPLUS.

a. Common expenses of said condominiums to be established upon the land described in Exhibit A, including this condominium, during such times as they are managed as a single entity, will be shared by all owners in the percentage thereof determined by dividing the square feet of area within each apartment by the total square feet of area of all apartments; so that assessments agaifnst all apartments of the same type be the same amount. If not so managed, common expenses will be shared in the same proportions as the percentage interest in common elements. Provided that rent and other monies due will be shared as set forth in the Long Term Lease; and the above will be subject to the Management Agreement.

b. Common surplus while said condominiums are being managed as a single entity will be owned in the same proportions as shares of common expenses. If not so managed, such amount as may be apportioned to this condominium by the Association will be owned in the same proportions as common elements.

10. MAINTENANCE, ALTERATION AND IMPROVEMENT.

Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement will be as follows:

10.1. Apartments.

a. By the Association. The Association will maintain, repair and replace:

(1) All portions of apartments contributing to the support of the apartment building, the surfaces of outside walls of the apartment building, the surfaces of interior building walls facing common elements, the outside surfaces of doors leading into apartments, fixtures attached to the outside su faces of said doors, the outside windows of apartments, and all materials enclosing the floor areas of apartments in addition to walls, doors and windows. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, except electrical switches, electrical outlets, light bulbs, appliances, bathroom fixtures, kitchen fixtures and similar equipment, contained within or attached to the portions of the apartments to be maintained by the Association. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services and all fixtures and equipment contained within portions of the apartments to be maintained by the apartment owners, if necessary to properly furnish utility services to parts of the condominium other than the apartment within which they are contained Such will be done at the expense of the owner of the apartment where the work is done.

(4) All incidental damage caused to apartments by such work will be promptly repaired by the Association, at the expense of the party responsible for the expense of such work.

b. By the apartment owners. The responsibility of the apartment owners will be as follows:

(1) To maintain, repair and replace all portions of apartments and the fixtures and equipment contained within apartments, except the portions thereof to be maintained, repaired and replaced by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements without the prior written approval of the Board of Directors of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

c. Insurance Proceeds. The liability of the Association and apartment owners for maintenance, repair and replacement, as aforesaid, will be reduced to the extent by which such expenses are met by the proceeds of insuranc carried by the Association.

d. Alteration and Improvement. Except as elsewhere reserved to the Developer, no structural alterations will be made in the portions of any apartment to be maintained by the Association, without the prior written approval of the owners of

apartments in which such work is to be done and of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida, will be filed with said Board of Directors prior to the start of such work.

10.2. Common Elements.

a. By the Association. The maintenance, repair, replacement and operation of the common elements will be the responsibility of the Association and a common expense. However, the liability of the Association for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by it.

b. Alteration and Improvement. Except as herein reserved to the Developer, there will be no alterations or additions to the common elements without prior approval in writing by the record owners of all of the apartments. Provided, however, that any alteration or improvement of the common elements bearing the approval in writing of the record owners of not less than 75% of the common elements and which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement. The share of any cost of such alteration or improvement not so assessed will be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There will be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvement.

11. ASSESSMENTS.

The making and collection of assessments against apartment owners for common expenses will be pursuant to the Bylaws of the Association and the Management Agreement, as supplemented by the following provisions:

11.1. Share of Common Expense. Each apartment owner will be liable for a proportionate share of the common expenses, and will share in the common surplus, as provided for in Article 9 of this Declaration.

11.2. Interest; Application of Payments. Assessments and installments on such assessments, which are paid on or before ten days after date when due, will not bear interest; but all sums not paid on or before ten days after the date when due will bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account will be first applied to interest and then to the assessment payment first due.

11.3. Lien for Assessments. The Association will have a lien upon each apartment and upon all tangible personal property located within each apartment for any unpaid assessments, together with interest, except that such liens will be subordinate to the liens created under the Long Term Lease and to bona fide liens recorded in the public records of Martin County, Florida, prior

to the recording therein of claims of liens for such unpaid assessments. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien will be payable by the apartment owner and secured by such liens.

11.4. Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and may settle and compromise the same, if in the best interests of the Association. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose an assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable rental for the apartment and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

11.5. Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments. Where the mortgagee of an institutional first mortgage of record acquires title to an apartment as a result of the foreclosure of said mortgage, or where others acquire title as a result of such foreclosure, or where said mortgagee accepts a deed to an apartment in lieu of foreclosure, or where the Lessor under the Long Term Lease acquires title to an apartment as a result of the foreclosure of a lien under said Lease, or where others acquire title as a result of such foreclosure, or where said Lessor accepts a deed to an apartment in lieu of foreclosure, such acquirer of title, his heirs, executors, legal representatives, successors and assigns, will not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to such acquisition of title. Such unpaid share of common expenses or assessments will be deemed to be common expenses, collectible from all of the apartment owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

Any person who acquires an interest in an apartment, except as hereinabove described, will not be entitled to its occupancy or to the enjoyment of its common elements, until all unpaid assessments due and owing by the former owner have been paid.

11.6. Assignment of Claim and Lien Rights. The Association will have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any apartment owner or group of apartment owners, or to any third party.

12. ASSOCIATION.

The operation of the condominium will be by the Association, subject to the terms and provisions of the Management Agreement, which will fulfill its functions pursuant to the following provisions:

12.1. The Bylaws of the Association will be the Bylaws of the condominium, a copy of which is attached as Exhibit G.

12.2. A copy of the Articles of Incorporation of the Association is attached as Exhibit H.

12.3. No modification of or amendment to the Bylaws of the Association will be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The Bylaws may be amended in the manner provided for therein, but no such amendment will be adopted which would affect or impair the validity or priority of the record owner of any mortgage covering any apartment or which would affect or impair the validity or priority of the Long Term Lease, or which would affect or impair the rights of the Lessor under the Long Term Lease or of the Developer under the Management Agreement, unless the mortgage, Lessor or Developer shall join in the execution of the amendment.

12.4. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

12.5. Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

12.6. Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision will be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

13. INSURANCE.

The Insurance, other than title insurance, that shall be carried upon the condominium property and the property of the apartment owners will be governed by the following provisions:

13.1. Authority to purchase; named insured. All insurance policies upon the condominium property will be purchased

by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgagee endorsements and memoranda or insurance to the mortgagees of apartment owners. Such policies will provide that payments by the insurer for losses will be made to the Insurance Trustee designated below, and all policies and their endorsements will be deposit d with the INsurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their persofnal liability and living expense.

13.2 Coverage.

a. Casualty. The buildings and improvements upon the land will be insured in an amount equal to the maximum insurable repflacement value, excluding foundation and excavation costs, and all personal property included in the common elements will be insured for its value, as determined by the Association. Sluch coverage will afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and;

(2) Such other risks as from time-to time will be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

b. Public liability in such amounts and with such coverage as shall be required by the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a groupnto an apartment owner.

c. Workmen's compensation policy to meet the requirements of law.

d. Such other insurance as the Association shall determine from time to time to be desirable.

13.3 Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association as a common expense.

13.4. Insurance Trustee; share of proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and will provide that all proceeds covering property losses will be paid to such bank in Florida with trust powers as may be designated as INsurance Trustee by the Board of Directos of the Association, which Trustee is referred to in this instrument as the Insurance T rustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid, and hold the proceeds in trust for the purpose elsewhere stated

in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

b. Apartments. Proceeds on account of damage to apartments will be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost will be determined by the Association.

(2) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

c. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner will be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

13.5 Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee will be distributed to or for the benefit of the beneficial owners in the following manner:

a. Expense of the trust. All expenses of the Insurance Trustee will be paid first, or provision made for such payment.

b. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds will be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs will be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

c. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid will not be reconstructed or repaired,

the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

d. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

13.6 Association as agent. The Association or the Developer, as managing agent during the term of the Management Agreement, is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

14.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it will be reconstructed or repaired will be determined in the following manner:

a. Common elements. If the damaged improvement is a common element, the damaged property will be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium will be terminated.

b. Apartments.

(1) Lesser damage. If the damaged improvement is an apartment or apartments and if apartments to which 50% of the common elements are appurtenant are found by the Association to be tenantable, the damaged property will be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium will be terminated.

(2) Major damage. If the damaged improvement is an apartment or apartments and if apartments to which more than 50% of the common elements are appurtenant are found by the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

14.2 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and

specifications for the original buildings; or if not, then according to plans and specifications approved by the Board of Directors of the Association; and if the damaged property is an apartment or apartments, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval will not be unreasonably withheld.

14.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner will be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty will be that of the Association.

14.4 Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association will obtain reliable and detailed estimates of the cost to rebuild or repair.

14.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments will be in proportion to the cost of reconstruction and repair of their respective apartments; and such assessments on account of damage to common elements will be in proportion to the owner's share in the common elements.

14.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which will consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, or from payments by the Developer, willl be disbursed in payment of such costs in the following manner:

a. Association. If the total of the payments made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association is more than $5,000.00, then the sums paid will be deposited with the Insurance Trustee. In all other cases, the Association will hold the sums paid and disburse them in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee on account of such casualty will constitute

a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than $5,000.00, then the construction fund will be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund will be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than $5,000.00, then the construction fund will be disbursed in payment of such costs upon the order of the Association, but only with the approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner will be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial owners of the fund in the manner elsewhere stated, or to the Developer if payment has been made by it in lieu of said assessments. Except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund will not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee will not be required to determine whether or not sums paid will be deposited with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the

name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee will also name the mortgagee as a payee of any distribution of insurance proceeds to an apartment owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires the approval of an architect named by the Association will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

15. USE RESTRICTIONS.

The use of the condominium property will be in accordance with the following provisions, as long as the condominium exists and the apartment building in useful condition exists upon the land.

15.1. Apartments. Each of the apartments will be occupied as a single family private dwelling by the owner, the adult members of his family, and his social guests, and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

No children under thirteen (13) years of age will be permitted to reside in any of the apartments, except that children may visit and temporarily reside for a period not to exceed sixty (60) days in any calendar year, which period will not be cumulative.

No animals or pets of any kind will be kept in any apartment, or on any property of the condominium, except with the written consent of the Board of Directors of the Association and thereafter under the rules and regulations adopted by such Board; provided that they will not be kept, bred or maintained for any commercial purpose and further provided that any such pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the property, upon three (3) days written notice from said Board.

The apartment owners will not cause anything to be hung, displayed, or placed on the exterior walls, doors or windows of the apartment building and will not otherwise change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements without the prior written consent of the Board of Directors of the Association. No clothes lines or similar devices, and no "For Sale" signs, will be allowed on any part of the condominium property without the written consent of said Board.

Automobiles may be parked in the parking areas of the condominium property adjacent to or near the apartment building, but only in accordance with the regulations of the Board of Directors of the Association. One parking space will be designated

for use by the occupants of each apartment and the remaining spaces, if any, will be used by those persons specified by said Board. No other vehicles and objects, including but not limited to trucks, motorcycles, trailers and boats, will be parked or placed upon such portions of the condominium property unless permitted by said Board.

15.2. Common Elements. The common elements will be used only for the purposes for which they are intended.

15.3. Nuisances. No nuisances will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner will permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

15.4. Lawful Use. No immoral, improper, offensive or unlawful use will be made of the condominium property nor any part of it; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction, will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property will be the same as the responsibility for the maintenance and repair of the property concerned.

15.5. Leasing. After approval by the Board of Directors of the Association elsewhere required, entire apartments may be rented, provided the occupancy is only by the lessee, members of his family, and his social guests. No rooms may be rented and no transient tenants may be accommodated.

15.6. Rules and Regulations. Reasonable rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Board of Directors of the Association. Copies of such rules and regulations will be furnished by said Board to all apartment owners and residents of the condominium, upon request.

15.7. Proviso. Provided, however, that until the Developer has completed all construction and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association, nor the use of the condominium property, will interfere with such construction or the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sales, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

16. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer will be subject to the following

provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

16.1. Transfer subject to approval.

a. Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Board of Directors of the Association, except to another apartment owner.

b. Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Board of Directors of the Association, except to another apartment owner.

c. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

d. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

e. Other transfers. If any apartment owner shall acquire his title in any manner not considered in the foregoing sub-sections, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

16.2. Approval by Association. The approval of the Board of Directors of the Association that is required for the transfer of ownership of apartments will be obtained in the following manner:

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it will give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as said Board may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that said Board furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice will be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it will give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as said Board may reasonably require and an executed copy of the proposed lease.

(3) Gift; devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, will give to the Board of Directors of the Association notice of the acquiring of his title, together with such information concerning the apartment owner as said Board may reasonably require and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give notice. If the above required notice to the Board of Directors of the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment said Board at its election and without notice may approve or disapprove the transaction or ownership. If said Board disapproves the transaction or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

(3) Gift; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or by any other manner not previously considered, then within thirty (30) days after receipt of such notice and information the Board of Directors of the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

c. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Board of Directors of the Association.

16.3. Disapproval by Association. If the Board of Directors of the Association shall disapprove a transfer or ownership of an apartment, the matter will be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Board of Directors of the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms.

(1) At the option of the purchaser to be stated in the agreement, the price to be paid will be that stated in the disapproved contract to sell or will be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.

(2) The purchase price will be paid in cash.

(3) The sale will be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.

(5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by it shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership will be deemed to have been approved; and said Board will furnish a certificate of approval as elsewhere provided.

b. Lease. If the proposed transaction is a lease, the apartment owner will be advised of the disapproval in writing, and the lease will not be made.

c. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or by any other manner not previously considered, then within 30 days after receipt from the apartment owner of the notice and information required to be furnished, the Board of Directors of the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will

purchase and to whom the apartment owner must sell the apartment under the following terms:

(1) The sale price will be the fair market value determined by agreement between the seller and purchaser, made within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbiration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration will be paid by the purchaser.

(2) The purchase price will be paid in cash.

(3) The sale will be closed within ten (10) days following the determination of the sale price.

(4) A certificate approving the purchaser will be executed by the President and Secretary of the Association.

(5) If the Board of Directors of the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership will be deemed to have been approved, and said Board will furnish a certificate of approval as elsewhere provided.

16.4. Mortgage. No apartment owner may mortgage his apartment or any interest in it without the approval of the Board of Directors of the Association, unless it is an institutional mortgage or a mortgage to the Developer to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by said Board or may be arbitrarily withheld.

16.5. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" will not apply to a transfer to or a purchase by the holder of an institutional mortgage, or the lessor under the Long Term Lease, that acquires its title as the result of owning such mortgage or lien upon the apartment concerned; and this will be so whether the title is acquired by deed from the apartment owner, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by the holder of an institutional mortgage, or by the lessor under the Long Term Lease, that so acquires its title. Neither will such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

16.6. Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration will be void, unless subsequently approved by the Board of Directors of the Association.

17. COMPLIANCE AND DEFAULT.

Each apartment owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, the Long Term Lease, the Management Agreement, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations will entitled the Association, its Board of Directors, or apartment owners of the following relief, in addition to the remedies provided by the Condominium Act or otherwise:

17.1. Increase in Insurance Premiums. An apartment owner will pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

17.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, the Long Term Lease, the Management Agreement, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

17.3. No waiver of rights. The failure of the Association or its Board of Directors, or of any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, the Long Term Lease, the Management Agreement, and the rules and regulations adopted pursuant to those documents will not constitute a waiver of the right to do so thereafter.

18. AMENDMENTS.

Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

18.1. Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

18.2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. not less than 80% of the votes of the entire membership of the Association; or

c. until the first election of directors, only by all of the directors; provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

18.3. Proviso. Provided, however, that no amendment will discriminate against any apartment owner or against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, (except as reserved to the Developer) unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment or the rights of the lessor under the Long Term Lease or the rights of the Developer under the Management Agreement, unless said mortgagee, lessor or Developer shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or repair after casualty", or "Amendments", or in paragraph 16.5. of the section entitled "Maintenance Of Community Interests", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

19. TERMINATION.

This condominium may be voluntarily terminated in the manner provided for in the Condominium Act, at any time. However, the written consent of the lessor under the Long Term Lease or of the Developer will also be required for such termination to occur prior to the termination of the Long Term Lease or Management Agreement. In addition thereto, if it is determined in the manner elsewhere provided that the apartments will not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

20. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, the Long Term Lease, the Management Agreement and the regulations of the Association will not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:

KINGSWOOD, INCORPORATED

Anthony Castronovo
ANTHONY CASTRONOVO

By Angela McLaughlin
President
ANGELA McLAUGHLIN

Attest:

Marjorie C Privak
MARJORIE C PRIVAK

Robert W. McLaughlin Jr.
Secretary
ROBERT W McLAUGHLIN, Jr.

STATE OF FLORIDA)
COUNTY OF MARTIN) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA McLAUGHLIN and ROBERT McLAUGHLIN respectively President and Secretary of KINGSWOOD, INCORPORATED, to me well known and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and official seal this 12th day of August, 1976.

Marjorie C Privak
Notary Public Marjorie C Privak
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires June 1, 1980
Bonded By American Fire & Casualty Company

O.R. BOOK 411 PAGE 2355

JOINDER OF MORTGAGE

CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE, a corporation organized and existing under the laws of the United States of America, as the holder of a mortgage encumbering the land described in the foregoing Declaration of Condominium from KINGSWOOD, INCORPORATED, a Florida corporation, dated October 22, 1976 and recorded October 25, 1976 & re-recorded November 2 at Offical Record Book 408, page 1786, public records of Martin County, Florida, hereby joins in the execution of said Declaration of Condominium and agrees that the lien of such mortgage will henceforth be only upon the units of KINGSWOOD CONDOMINIUM APARTMENT BUILDING NO. 35 and 36. (re-recorded in O.R. Book 409, Page 175)

In the presence of:

CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE

Patricia A. Bergeron By _____

Karen Chambley

STATE OF FLORIDA)
COUNTY OF ~~MARTIN~~ St. Lucie) SS.

Before me personally appeared F. H. Klueppelberg, Jr. _____ Vice President of CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT PIERCE, a corporation organized and existing under the laws of the United States of America, to me well known, and he acknowledged before me that he executed the foregoing instrument as such officer of said corporation, and that he affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described and who executed the said instrument.

WITNESS my hand and official seal this 5th day of November, 1976.

Patricia A. Bergeron
Notary Public
State of Florida at Large
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 20 1980
BONDED THRU GENERAL INS. UNDERWRITERS.

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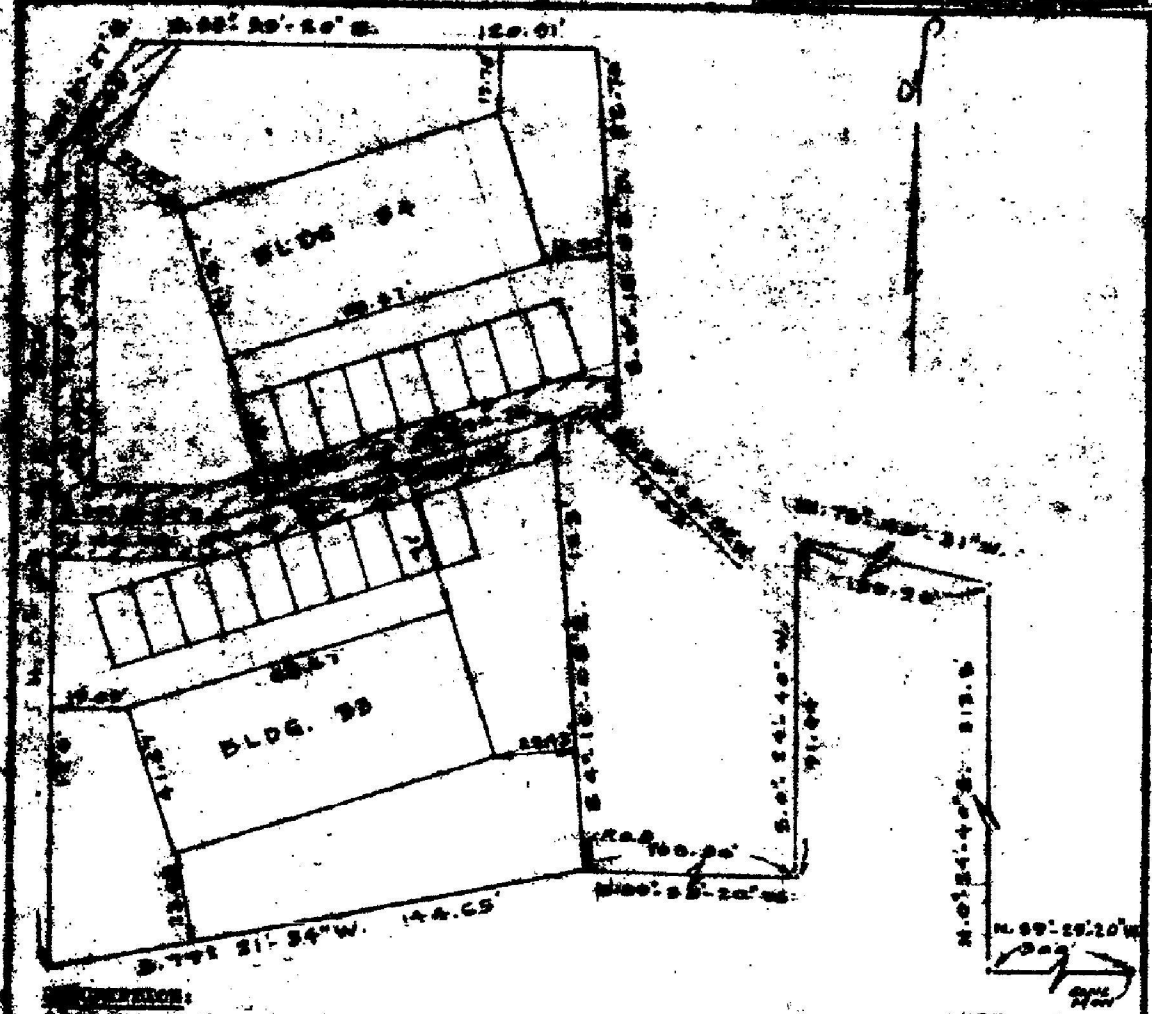

DESCRIPTION:
Commence at the Southeast corner of the Northeast one quarter(NE 1/4) of the Southwest one quarter(S.W. 1/4) of Section 2, Township 38 South, Range 41 East, Martin County, Florida; Thence North 89° 29' 30" West along the South line of the Northeast one quarter (N.E. 1/4) of the Southwest one quarter(S.W. 1/4) of said Section a distance of 300 feet; Thence North 0° 24' 40" East a distance of 313.5 feet; Thence North 75° 48' 31" West a distance of 120.90 feet; Thence South 0° 24'40" West a distance of 91.44 feet; Thence North 89° 35' 20" West a distance of 108.90 feet to the Point of Beginning; Thence South 79° 21' 34" West, a distance of 144.65 feet; Thence North 0° 24' 40" East a distance of 220 feet; Thence North 33° 27' 27" East a distance of 35.86 feet; Thence South 89° 35' 20" East a distance of 120.91 feet; Thence South 4° 16' 08" East a distance of 98.70 feet; Thence South 85° 48' 52" West a distance of 16.63 feet; Thence South 4° 16' 08" East a distance of 123 feet to the Point of Beginning.

KINGSWOOD CONDOMINIUM
APARTMENT BUILDING NOS 33 & 34

SCALE: 1"=40'	DATE: 6-22-76	PLAT BOOK:	PAGE:

I Hereby Certify that the sketch shown hereon is a correct representation of a survey done under my direction and is true and correct to the best of my knowledge and belief.

[signature]
[illegible]

DON WILLIAMS & ASSOCIATES, INC.
LAND SURVEYORS
P. O. BOX 2301, STUART

F.B. 14 [illegible]

O.R. BOOK 411 PAGE 2357

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Page 351 of 499

28

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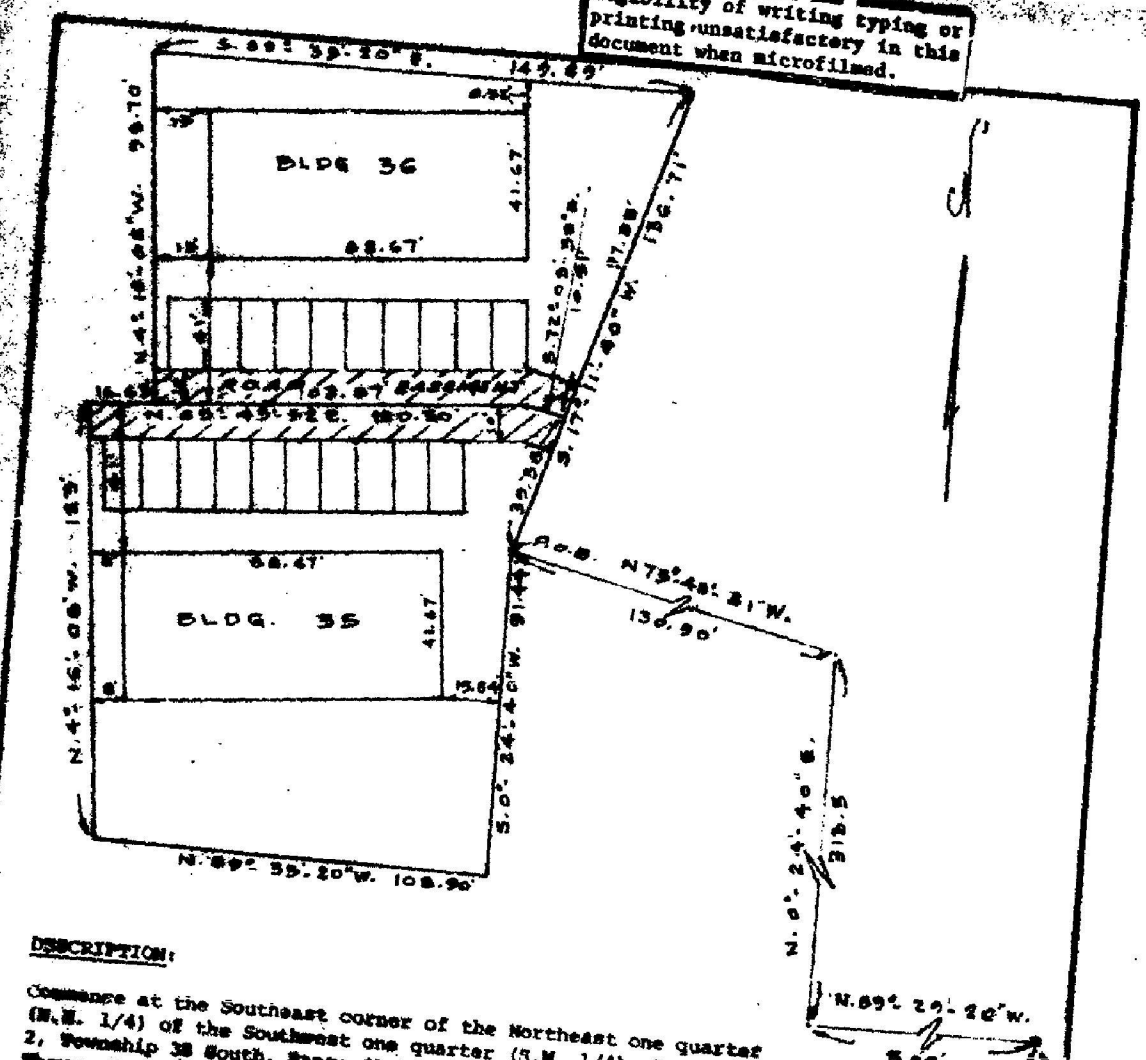

DESCRIPTION:

Commence at the Southeast corner of the Northeast one quarter (N.E. 1/4) of the Southwest one quarter (S.W. 1/4) of Section 2, Township 38 South, Range 41 East, Martin County, Florida; Thence North 89° 29' 20" West along the South line of the Northeast one quarter of the Southwest one quarter of said Section a distance of 300 feet; Thence North 0° 24' 40" East a distance of 318.50 feet; Thence North 75° 48' 31" West, a distance of 130.90 feet to the Point of Beginning; Thence South 0° 24' 40" West a distance of 91.44 feet; Thence North 89° 35' 20" West a distance of 108.90 feet; Thence North 4° 16' 08" West a distance of 123.00 feet; Thence North 85° 43' 52" East, a distance of 16.63 feet; Thence North 4° 16' 08" West a distance of 98.70 feet; Thence South 89° 35' 20" East a distance of 149.89 feet; Thence South 17° 11' 40" West a distance of 136.71 feet to the Point of Beginning.

KINGSWOOD CONDOMINIUM

APARTMENT BUILDING NOS. 35 & 36

SCALE: 1" = 40' DATE: 6-22-74 PLAT BOOK: PAGE:

I Hereby Certify that the sketch shown hereon is a correct representation of a survey done under my direction and is true and correct to the best of my knowledge and belief.

RON WILLIAMS & ASSOCIATES, INC.
LAND SURVEYORS
P.O. BOX 1081, STUART

FLA. REG. LAND SURVEYOR

FB 144 PAGE 54

OR BOOK 411 PAGE 2358

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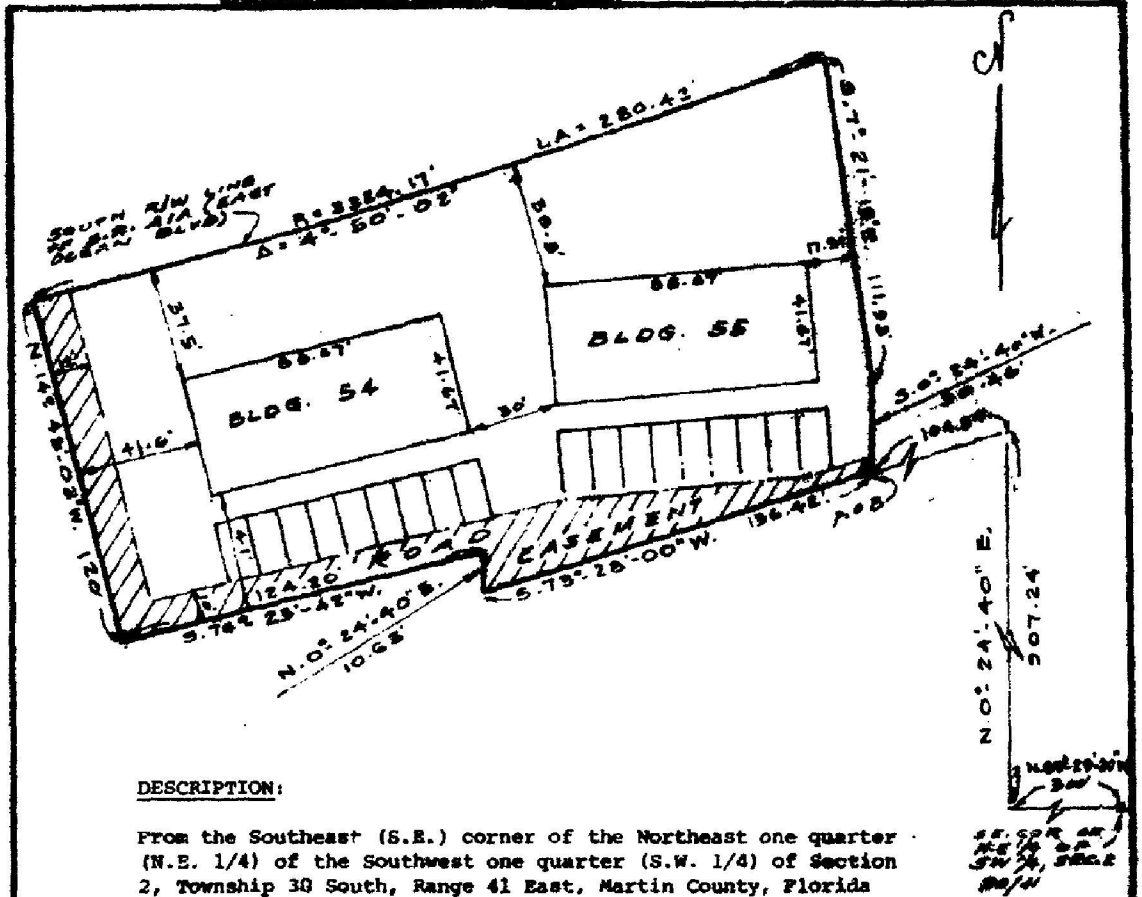


DESCRIPTION:

From the Southeast (S.E.) corner of the Northeast one quarter (N.E. 1/4) of the Southwest one quarter (S.W. 1/4) of Section 2, Township 38 South, Range 41 East, Martin County, Florida bear North 89° 29' 20" West a distance of 300 feet; Thence North 0° 24' 40" East a distance of 907.24 feet; Thence South 73° 28' 00" West, a distance of 104.54 feet to the Point of Beginning; Thence continne South 73° 28' 00" West, a distance of 136.42 feet; Thence North 0° 24' 40" East a distance of 10.63 feet; Thence South 76° 25' 42" West, a distance of 124.20 feet; Thence North 14° 45' 03" West, a distance of 120 feet to a point on the South right of way line of State Road A.1 A.(East Ocean Blvd.) said point being a point of curvature of a curve concave to the North having a central angle of 4° 50' 02" and a radius of 3324.17 feet; Thence Easterly along the arc of said curve a distance of 280.42 feet; Thence South 7° 21' 15" East a distance of 111.93 feet; Thence South 0° 24' 40" West a distance of 30.46 feet to the Point of Beginning.
Subject to Road Easements as shown.

KINGSWOOD CONDOMINIUM
APARTMENT BUILDING NOS. 54 & 55

SCALE: 1" = 50'	DATE: 6-16-76	PLAT BOOK:	SHEET:

I Hereby Certify that the sketch shown hereon is a correct representation of a survey done under my direction and is true and correct to the best of my knowledge and belief.

DON WILLIAMS & ASSOCIATES, INC.
LAND SURVEYORS
P. O. BOX 2201, STUART

FB 1147 PG 126

The Developer hereby reserves and creates Road easements, located as shown upon the attached survey, for the purpose of ingress and egress. Said easements are reserved and created for the use and benefit of the following:

A. The Developer, KINGSWOOD, INCORPORATED; any parties who may from time to time become Lessors under the Long Term Lease between KINGSWOOD, INCORPORATED, as Lessor, and KINGSWOOD ASSOCIATION #2, INC. a Florida not for profit corporation as lessee, for so long as they are such Lessors; and any parties who may from time to time become owners of all or any part of the premises demised by such Long Term Lease. A copy of said Long Term Lease is attached to this Declaration of Condominium as Exhibit E.

B. All persons who may from time to time become entitled to use the premises demised by such Long Term Lease, as therein set forth, for so long as they are entitled to such use.

C. KINGSWOOD ASSOCIATION #2, INC. the owners of all condominium apartments that are operated by said corporation, members of their families, their social guests; and the invities of said corporation.

D. All parties who may from time to time become owners of, or become entitled to use, any part of the following described land in Martin County, Florida:

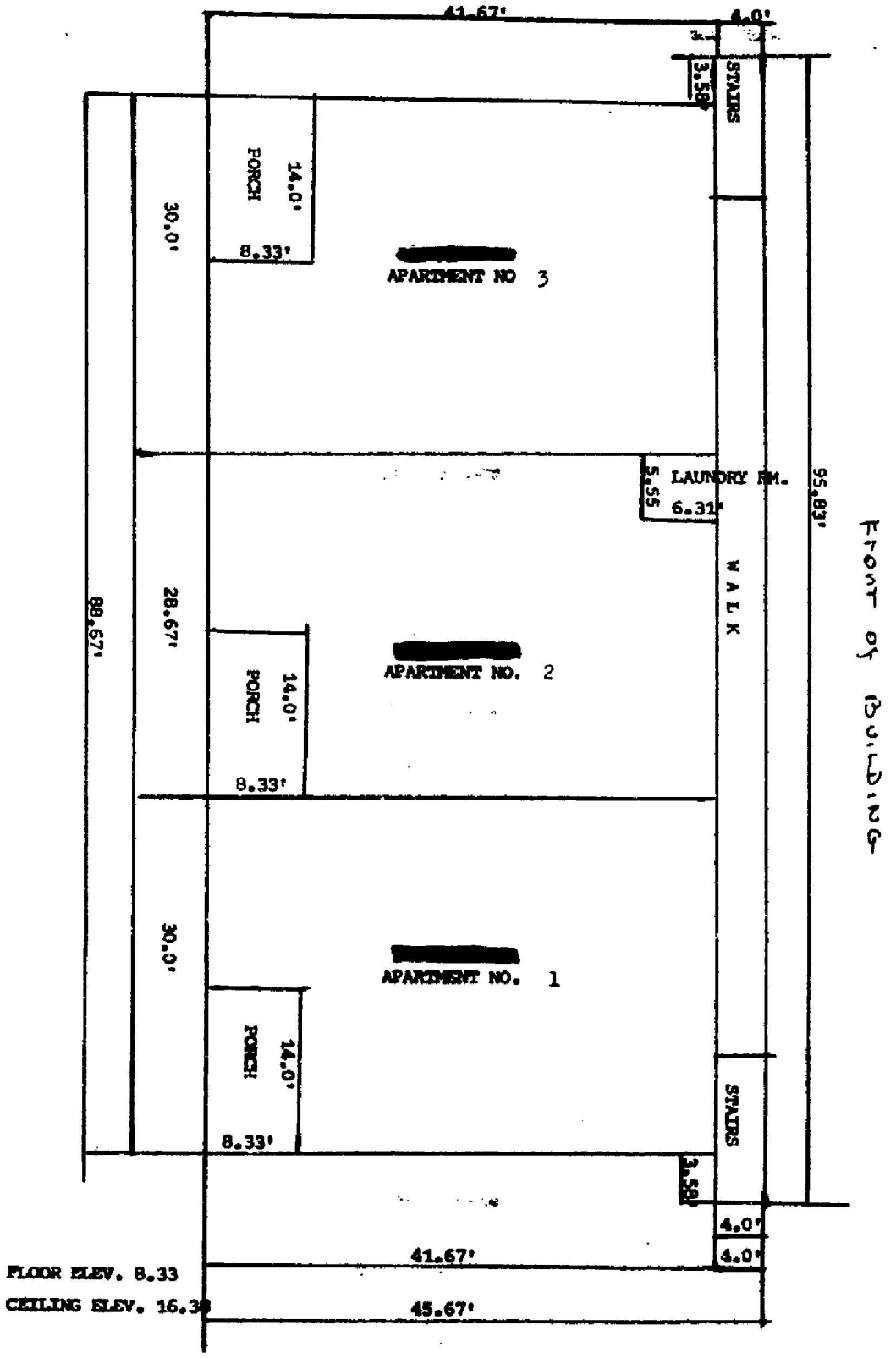
That portion of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, lying South of State Road A-1-A; LESS the Westerly 250 feet thereof (measured at right angles to the West line of the said quarter-quarter section).

and

Parcel No. 1: The south 17½ feet of Block 6, St. Lucie Point Building Lots, a Subdivision of the North End of Lot 4, Section 2, Township 38 South, Range 41 East, according to Plat filed the 10th day of February, 1916, and recorded in Plat Book 6, page 36, Palm Beach County, Florida. Also Lots Twnety-Five (25) and Twenty-Six (26) Block 9, BAY ST. LUCIE SUBDIVISION, filed May 17, 1916, and recorded in Plat Book 6, page 57, Palm Beach County, Florida.

Parcel No. 2: The North 30 feet of Lot 27, Block 9, BAY ST. LUCIE, according to the Plat thereof filed May 17,1916, and recorded in Plat Book 6, page 57, Palm Beach County, Florida public records.

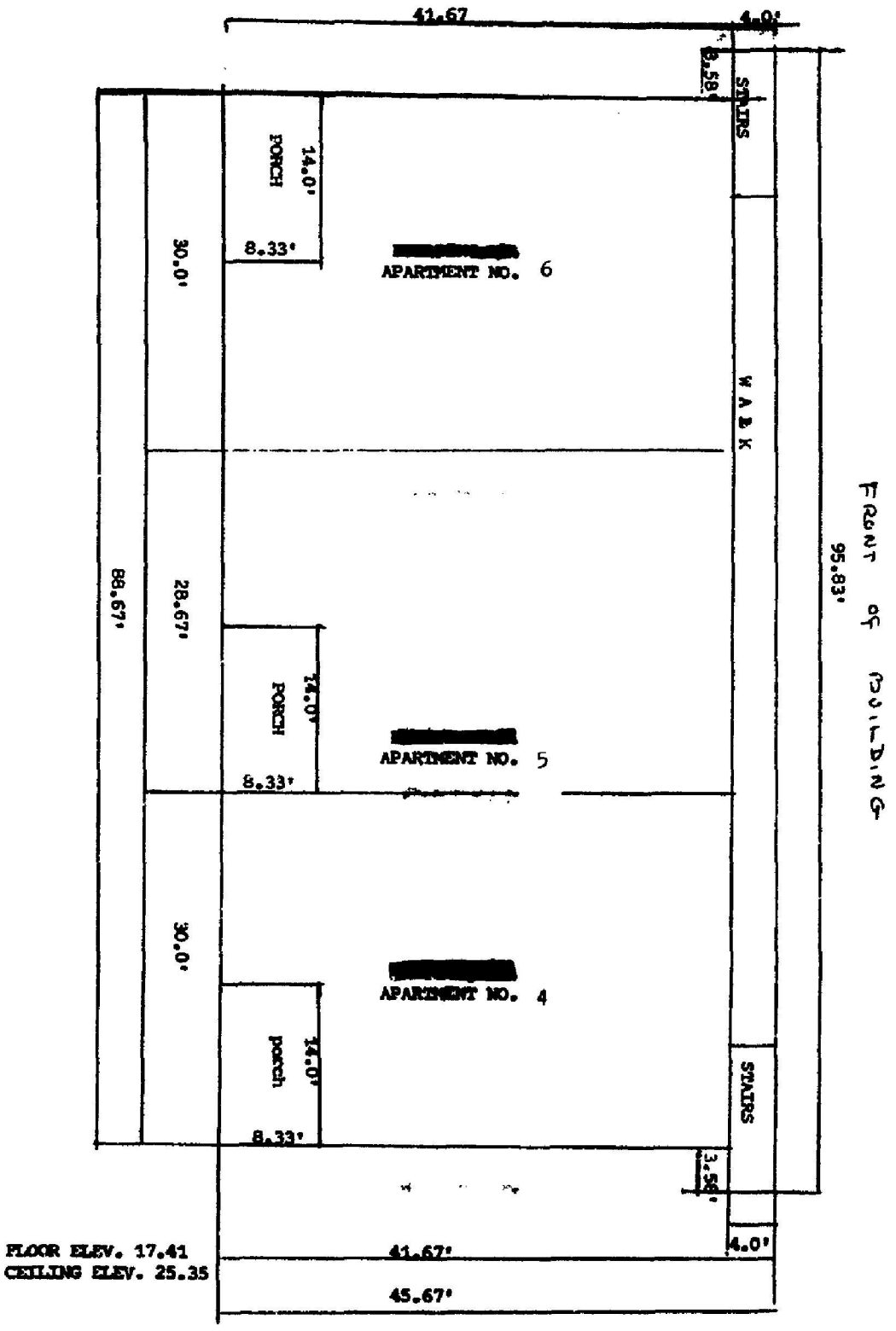
Parcel No. 3: The North Half of the Southeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, comprising Twenty (20) acres, more or less.



FIRST FLOOR COMMON ELEMENTS, LOCATIONS AND DIMENSIONS OF APARTMENTS 1 THROUGH 3, FIRST FLOOR, [redacted] OF EACH KINGSWOOD CONDOMINIUM APARTMENT BUILDING NO. 33,34,35,36,54,55

EXHIBIT B

O.R. BOOK 411 PAGE 2361



SECOND FLOOR COMMON ELEMENTS, LOCATIONS AND DIMENSIONS OF APARTMENTS 4 THROUGH 6, SECOND FLOOR, [redacted] OF EACH KINGSWOOD CONDOMINIUM APARTMENT BUILDING NO. 33,34,35,36,54,55

EXHIBIT B

O.R. BOOK 411 PAGE 2362

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
COUNTY OF MARTIN) SS.

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments personally appeared W.L. WILLIAMS, who after being first duly cautioned and sworn, deposed, said and certified as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida.

2. That the construction of the improvements described in the Survey and Plot Plans for KINGSWOOD CONDOMINIUM APARTMENT BUILDING NO. *, copies of which are attached to this Declaration of Condominium as Exhibit A is sufficiently complete so that such material, together with the wording of this Declaration of Condominium, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location and dimensions of the common elements and of each unit.

*33,34,35,36,54,55

W L Williams
Reg. Land Surveyor 1772

Sworn to and subscribed
before me this 31st day
of December, 1976

Marjorie C Privatt
Notary Public
State of Florida at Large
My Commission Expires:
6-1-80

Notary Public State of Florida at Large
My Commission Expires June 1, 1980
Bonded by American Fire & Casualty Company

EXHIBIT C

(no page 32 thru 37)
- 38 -

OR BOOK 411 PAGE 2363

The Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, lying South of State Road A-1-A, Martin County, Florida: Less the Westerly 250' thereof

Less the following described parcels of land:

The East 300 feet (measured at right angles to the West line of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East) of that portion of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, lying South of State Road A-1-A, Martin County, Florida.

Start at the Northeast corner of the Southwest one quarter of Section 2, Township 38 South, Range41 East, Martin County, Florida; Thence run South 0° 24' 40" West along the East line of said South west one quarter, a distance of 1331.68 feet; Thence run North 89° 29' 20" West a distance of 300 feet; Thence run North 0° 24' 40" East a distance of 907.24 feet; Thence run South 73° 28' 00" West a distance of 140.54 feet to the Point of Beginning; Thence continue to run South 73° 28' 00" West a distance of 100.42 feet; Thence run South 0° 24' 40" West a distance of 137.94 feet; Thence run North 73° 35' 20" East a distance of 100.84 feet; Thence run North 21° 41' 40" West a distance of 19.75 feet; Thence run North 68° 18' 20" East a distance of 40.28 feet; Thence run North 15° 46' 20" West a distance of 108.88 feet to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, Martin County, Florida; thence run South 00° 24' 40" West along the East line of said Southwest Quarter, a distance of 1331.68'; thence run North 89° 29' 20" West a distance of 939.44' to the point of beginning. Thence continue to run North 89° 29' 20" West a distance of 150'; Thence run North 00° 47' 10" East a distance of 236.54'; Thence run South 45° 30' East a distance of 206.67'; Thence run South 00° 24' 40" Wide a distance of 95' to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38South, Range 41 East, Martin County, Florida, Thence run South 00° 24' 40" West a distance of 1331.68; Thence run North 89° 29' 20" West a distance 650'; Thence run North 00° 24' 40" East a distance of 704' to the Point of Beginning; Thence continue to run North 00° 24' 40" East a distance of 20'; Thence run North 89° 35' 20" West a distance of 20'; Thence run South 89° 35' 20" East a distance of 20' to the Point of Beginning.

LAND of Kingswood Condominium #2

Legibility of writing typing or printing unsatisfactory in this document when microfilmed.

APARTMENT	INTEREST IN COMMON ELEMENTS, EXCEPT PREMISES DEMISED UNDER LONG TERM LEASE
BUILDING NO. 33 APARTMENT NO. 1 (MODEL #6)	2.8114%
BUILDING NO. 33 APARTMENT NO. 2 (MODEL #7)	2.7106%
BUILDING NO. 33 APARTMENT NO. 3 (MODEL #6)	2.8114%
BUILDING NO. 33 APARTMENT NO. 4 (MODEL #6)	2.8114%
BUILDING NO. 33 APARTMENT NO. 5 (MODEL #7)	2.7106%
BUILDING NO. 33 APARTMENT NO. 6 (MODEL #6)	2.8114%
BUILDING NO. 34 APARTMENT NO. 1 (MODEL #6)	2.8114%
BUILDING NO. 34 APARTMENT NO. 2 (MODEL #7)	2.7106%
BUILDING NO. 34 APARTMENT NO. 3 (MODEL #6)	2.8114%
BUILDING NO. 34 APARTMENT NO. 4 (MODEL #6)	2.8114%
BUILDING NO. 34 APARTMENT NO. 5 (MODEL #7)	2.7106%
BUILDING NO. 34 APARTMENT NO. 6 (MODEL #6)	2.8114%
BUILDING NO. 35 APARTMENT NO. 1 MODEL # 6)	2.8114%
BUILDING NO. 35 APARTMENT NO. 2 (MODEL #7)	2.7106%
BUILDING NO. 35 APARTMENT NO. 3 (MODEL #6)	2.8114%
BUILDING NO. 35 APARTMENT NO. 4 (MODEL #6)	2.8114%
BUILDING NO. 35 APARTMENT NO. 5 (MODEL #7)	2.7106%
BUILDING NO. 35 APARTMENT NO. 6 (MODEL #6)	2.8114%
BUILDING NO. 36 APARTMENT NO. 1 (MODEL #6)	2.8114%
BUILDING NO. 36 APARTMENT NO. 2 (MODEL #7)	2.7106%
BUILDING NO. 36 APARTMENT NO. 3 (MODEL #6)	2.8114%
BUILDING NO. 36 APARTMENT NO. 4 (MODEL #6)	2.8114%
BUILDING NO. 36 APARTMENT NO. 5 (MODEL #7)	2.7106%
BUILDING NO. 36 APARTMENT NO. 6 (MODEL #6)	2.8114%

All apartments have 2 bedrooms and 2 baths.

EXHIBIT D

APARTMENT	INTEREST IN COMMON ELEMENTS, EXCEPT PREMISES DEMISED UNDER LONG TERM LEASE
BUILDING NO. 54 APARTMENT NO. 1 (MODEL #6)	2.8114%
BUILDING NO. 54 APARTMENT NO. 2 (MODEL #7)	2.7106%
BUILDING NO. 54 APARTMENT NO. 3 (MODEL #6)	2.8114%
BUILDING NO. 54 APARTMENT NO. 4 (MODEL #6)	2.8114%
BUILDING NO. 54 APARTMENT NO. 5 (MODEL #7)	2.7106%
BUILDING NO. 54 APARTMENT NO. 6 (MODEL #6)	2.8114%
BUILDING NO. 55 APARTMENT NO. 1 (MODEL #6)	2.8114%
BUILDING NO. 55 APARTMENT NO. 2 (MODEL #7)	2.7106%
BUILDING NO. 55 APARTMENT NO. 3 (MODEL #6)	2.8114%
BUILDING NO. 55 APARTMENT NO. 4 (MODEL #6)	2.8114%
BUILDING NO. 55 APARTMENT NO. 5 (MODEL #7)	2.7106%
BUILDING NO. 55 APARTMENT NO. 6 (MODEL #6)	2.8114%
	100%

All apartments have 2 bedrooms and 2 baths.

The percentages attributable to each apartment in the premises leased by the Association under the Long Term Lease, which is declared, to be and constitute a part of the common elements of the condominum during the term of said lease, are the above percentages divided by the number of condominiums for which the Association shall from time to time have operating responsibilities.

LONG TERM LEASE

THIS LEASE, made and entered into this 4th day of JAN, 1974, by and between KINGSWOOD, INCORPORATED, a Florida corporation, hereinafter called the "Lessor"; and KINGSWOOD ASSOCIATION NO. 2, INC., a Florida not for profit corporation, hereinafter called the "Lessee"; which terms "Lessor" and "Lessee" will be deemed to extend to and include the successors and assigns of the said parties;

WITNESSETH:

WHEREAS, the Lessor is the owner of the parcels of land in Martin County, Florida described in Exhibits A, B, C, D and E attached hereto and made a part hereof, and

WHEREAS, the Lessor intends to develop and improve said parcel of land described in Exhibit E; and will submit all or a part thereof to the condominium form of ownership, and

WHEREAS, the condominiums established by the Lessor upon the parcel of land described in Exhibit E will be apartment buildings containing certain specified types of apartments, including those to be designated by the Lessor as One bedroom, 1½ bath (Model #2), One bedroom, 1½ bath, Deluxe (Model #3), Two bedroom, 2 bath (Model #4) and Two bedroom, 2 bath, Deluxe (Model #5), and

WHEREAS, the Lessee was organized for the purpose of operating said condominium apartment buildings, and

WHEREAS, the Lessor will offer the apartments of said condominium apartment buildings for sale and the owners thereof (including the Lessor) will be unit owners and members of the Lessee corporation, and

WHEREAS, the Lessor will construct and install a sewage disposal system pumping station, sewer mains and related sewage disposal equipment, to be used as a part of a sewage disposal system utilizing the sewer plant facilities of the City of Stuart, Martin County, Florida, upon the parcel of land described in Exhibit A, and

THIS DOCUMENT PREPARED BY
PHILIP H. REID, Jr.
COE, BRODBERG AND REID
256 WORTH AVENUE
PALM BEACH, FLORIDA

O.R. BOOK 411 PAGE 2367

EXHIBIT E

LAW OFFICES OF COE, BRODBERG AND REID -- PALM BEACH, FLORIDA 33480

WHEREAS, the parcel of land described in Exhibit A has been leased unto KINGSWOOD ASSOCIATION, INC., a Florida not for profit corporation organized for the purpose of operating other condominiums established by the Developer, under a Long Term Lease dated March 15, 1971 and recorded in the public records for Martin County, Florida, and

WHEREAS, said Long Term Lease permits the Developer to lease such parcel of land described in Exhibit A to others, under the terms and provisions therein described, and

WHEREAS, the Lessor will construct recreational facilities upon the parcels of land described in Exhibits B and C; and has constructed and installed a sewage disposal system pumping station, sewer mains and related sewage disposal equipment, to be used as a part of a sewage disposal system utilizing the sewer plant facilities of the City of Stuart, Martin County, Florida, upon the parcel of land described in Exhibit D, and

WHEREAS, certain of said condominium apartment buildings to be operated by the Lessee will require the use of such sewage disposal equipment constructed and installed upon the parcel of land described in Exhibit A; and the remainder of said condominium apartment buildings will require the use of such sewage disposal equipment constructed and installed upon the parcel of land described in Exhibit D, and

WHEREAS, the Lessor and the Lessee desire to provide for the use of said recreational facilities by the Lessee and by owners of such condominium apartments for which it will have operating responsibilities, members of their families and their social guests; and they further desire to provide for a sewage disposal system to serve said condominium apartments.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. DEMISE.

The Lessor does hereby lease, let and demise unto the Lessee and the Lessee does hereby lease of and from the Lessor, the parcels of land in Martin County, Florida described in Exhibits A, B, C and D attached hereto and made a part hereof, together with the improvements, buildings, equipment, furniture and fixtures located thereon or to be located thereon, pursuant to the terms hereof (hereinafter sometimes called the "Demised Premises").

2. DURATION OF TERM.

The term and duration of this Lease will be for a period of time commencing on its date and continuing for a period of ninety-nine (99) years thereafter, unless sooner terminated in accordance with its terms.

3. RENT.

The Lessee will pay rent to the Lessor, on a monthly basis. The amount of said rent will be determined in the following manner:

a. The sum of $11.36 will be multiplied by the number of One bedroom, 1½ bath (Model #2) condominium apartments that are located upon any portion of the land described in Exhibit E and that are operated by the Lessee at the time said monthly rent shall be due and payable.

b. The sum of $13.44 will be multiplied by the number of One bedroom, 1½ bath, Deluxe (Model #3) condominium apartments that are located upon any portion of the land described in Exhibit E and that are operated by the Lessee at the time said monthly rent shall be due and payable.

c. The sum of $16.00 will be multiplied by the number of Two bedroom, 1½ bath (Model #4) condominium apartments that are located upon any portion of the land described in Exhibit E and that are operated by the Lessee at the time said monthly rent shall be due and payable.

d. The sum of $18.20 will be multiplied by the number of Two bedroom, 2 bath, Deluxe (Model #5) condominium apartments that are located upon any portion of the land described in Exhibit E and that are operated by the Lessee at the time said monthly rent shall be due and payable.

e. In the event apartments of types not designated by the Lessor as One bedroom, 1½ bath (Model #2), One bedroom, 1½ bath, Deluxe (Model #3), Two bedroom, 2 bath (Model #4) or Two bedroom, 2 bath, Deluxe (Model #5) are located upon any portions of the land described in Exhibit C and they are operated by the Lessee at the time said monthly rent shall be due and payable, a sum equal to .1782 cents multiplied by the number of square feet of living area within its walls, including its porches or balconies (as taken from the Declaration of Condominium submitting the land upon which said apartment is located to the condominium form of ownership), with the product thereof divided by twelve (12), will be determined for each such apartment.

f. The total of the sums calculated each month under the provisions of paragraphs a, b, c, d and e of this Article 3 will constitute the monthly rent due and payable to the Lessor for the period of time commencing on the date that the first rent payment is due, as hereinafter set forth, and continuing for a period of five years thereafter.

g. After the publication and issuance thereof, the Lessor will deliver to the Lessee a true copy of the Consumer Price Index (hereinafter called the "Index"), the United States City Average All Items and Commodity Groups of the Bureau of Labor Statistics of the United States Department

of Labor for the month ending on the last day of the five year period described in paragraph f of this Article 3 and for the months ending on the last day of each fifth year subsequent to the expiration of said five year period for the remainder of the term of this Lease. If the Index for the month ending on the last day of the five year period described in paragraph f of this Article 3 and for the months ending on the last day of each fifth year subsequent to the expiration of said five year period for the remainder of the term of this Lease shows a decrease or an increase in the purchasing power of the sums set forth in paragraphs a, b, c, d, and e of this Article 3, to wit: $11.36, $13.44, $16.00, $18.20, and a sum equal to .1782 cents multiplied by the number of square feet of living area within its walls, with the product thereof divided by twelve (12), for each apartment not designated as One bedroom, 1½ bath (Model #2), One bedroom, 1½ bath, Deluxe (Model #3), Two bedroom, 2 bath (Model #4) or Two bedroom, 2 bath, Deluxe (Model #5), as compared in each case to the Index for the month beginning on the date that the first rent payment is due hereunder (the base month), said sums set forth in paragraphs a, b, c, d and e of this Article 3 will be adjusted to amounts equal to the purchasing power of said sums during the base month; and such adjusted sums will be used to determine the total monthly rent due and payable to the Lessor, in substitution of the sums set forth in said paragraphs. Said total monthly rent, as adjusted, will be paid by the Lessee to the Lessor for each successive five year period during the term hereof, commencing at the expiration of the five year period described in paragraph f of this Article 3.

The Lessor, as soon as possible after the delivery of a copy of each Index, will furnish the Lessee with the computation of the adjusted amount to be paid by the Lessee for the five year period in question. Pending the determination of the adjusted amount the Lessee will continue to pay the amount of rent paid for the preceding period and, when the adjusted amount is determined, the Lessor will pay to the Lessee or the Lessee will pay to the Lessor such amount as may be necessary to correct the amounts of the payments made pending said determination. If at the times required for the determination of the adjusted rent said Index is no longer published or issued, the parties will use such other index or method as is then generally recognized and accepted for similar determination of purchasing power; and if no other index or method is generally recognized and accepted at any time when the Lessor is required to furnish such Index, the Lessee will continue to pay the amount of rent paid for the preceding period. However, it is understood that if the publication of said Index on a monthly basis is discontinued and it is published at some other interval, its use by the Lessor and the Lessee will not be discontinued. In such event the Index for the period closest to the month for which an Index is required to be furnished will be used.

All rent will be payable in advance on the first day of each month during the term of this Lease, commencing on the first day of the first month following substantial completion of either the recreational facilities to be constructed upon the parcel of land described in Exhibit B, or substantial completion of the recreational facilities to be constructed upon the parcel of land described in Exhibit C, whichever first occurs. It will continue for the remainder of the term hereof.

All rent will be payable in current legal tender of the United States of America as the same is constituted by law at the time due, at such place as the Lessor may from time to time specify in writing by notice to the Lessee in the manner hereinafter provided for the giving of notices. If at any time the Lessor accepts anything other than such current legal tender as rent, it will not be construed as modifying the provisions of this paragraph as to any subsequent rent; and for the present and until further notice, the Lessor specifies that the rent will be mailed or delivered to it at 2100 East Ocean Boulevard, Stuart, Florida. All rent will be payable without notice or demand.

4. OBLIGATIONS OF APARTMENT OWNERS FOR RENT AND OTHER MONIES.

Each owner of a condominium apartment located upon any portion of the land described in Exhibit E that is under the operation of the Lessee will become severally obligated to pay a part of the monthly rent provided for in Article 3 of this Lease, at such time as a Declaration of Condominium submitting the land upon which his apartment is located is recorded in the public records of Martin County, Florida. Such part will be the same amount that is attributed to his apartment in determining the total rent due the Lessor, to wit: $11.36 for each One bedroom, 1½ bath (Model #2) condominium apartment, $13.44 for each One bedroom, 1½ bath, Deluxe (Model #3) condominium apartment, $16.00 for each Two bedroom, 2 bath (Model #4) condominium apartment, $18.20 for each Two bedroom, 2 bath, Deluxe (Model #5) condominium apartment, and a sum equal to .1782 cents multiplied by the number of square feet of living area within its walls, with the product thereof divided by twelve (12), for each apartment not so designated; as such amounts may be adjusted under Article 3 of this Lease.

Each owner of a condominium apartment located upon any portion of the land described in Exhibit E that is under the operation of the Lessee will also become severally obligated to pay a part of all monies other than rent, due to the Lessor by the Lessee under this Lease, that become payable after a Declaration of Condominium submitting the land upon which his apartment is located is recorded in the public records of Martin County, Florida. Said part will be determined in the following manner:

a. The number of square feet of living area within the walls, including porches and balconies, (as taken from said Declaration of Condominium) of his apartment will be divided by the total square feet of living area within the walls (as taken from applicable Declarations of Condominium) of all such condominium apartments operated by the Lessee.

b. The resulting percentage will be the part of such monies that the apartment owner is severally obligated to pay.

Said obligations of each condominium apartment owner will continue for as long as he owns his apartment and will become the obligation of each successive owner during the term of this Lease; they will not relieve the Lessee of its covenant to pay rent and other monies due hereunder and they will not require the Lessor to collect rent and other monies due hereunder from said owners. The Lessee will collect all such rent and other monies from said owners as a common expense and as a part of the assessments due by them; and it will take such action as is authorized to enforce such collection. The Lessee's liens upon said apartments for unpaid assessments will be subordinate to the Lessor's liens created in Article 14 hereof; and, in the event of a foreclosure of a Lessee's lien for assessments, the Lessor's lien will be discharged only upon payment to it of the portion thereof representing arrearages of rent and other monies and interest.

5. CONSTRUCTION OF IMPROVEMENTS BY LESSOR.

The Lessor will construct recreational facilities upon the parcel of land described in Exhibit B, at its sole expense, consisting of a clubhouse, a swimming pool, shuffleboard courts, adequate roads and walkways for ingress and egress, and such other facilities as it alone shall determine to construct, by December 31, 1976; and it will construct such recreational facilities, at its sole expense, upon the parcel of land described in Exhibit C, by December 31, 1978. The sizes and types of all of said facilities will be determined by the Lessor, but such determination must be reasonable.

The period of time within which the construction of said recreational facilities must be completed by the Lessor will be enlarged by any delays caused without fault or neglect on the part of the Lessor by acts of God, strikes, lockouts, or any other conditions which are not attributable to, or not caused by, the Lessor's default or neglect to exercise due diligence. However, in any event, all of such construction as to the parcels of land described in Exhibit B must be completed prior to December 13, 1977; and all of such construction as to the parcel of land described in Exhibit C must be completed prior to December 31, 1979.

The Lessor will construct and install such [redacted] sewage disposal facilities and equipment upon the parcel of land described in Exhibit D, at its sole expense, as may from time to time be necessary to adequately serve all entitled to its use. The Lessor warrants and represents that said sewage disposal system pumping station, sewer mains and related sewage disposal equipment and facilities constructed and installed and to be constructed and installed by it upon the parcel of land described in Exhibit D is and will be capable, in conjunction with other sewage disposal facilities and equipment that have been and will be constructed and installed upon the parcel of land described in Exhibit E, of adequately serving all condominium apartments operated by the Lessee, said recreational facilities and all other lessees and buildings entitled to its use, as hereinafter set forth in this Lease.

All of such construction will be completed by the Lessor in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws, and in compliance with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments. Said parcels of land described in Exhibits B, C and D will at all times be free of liens as a result of such construction and installation, except the mortgages hereinafter authorized, for services performed and labor and material supplied or claimed to have been supplied thereto; and the Lessor will not install any personal property within improvements under chattle mortgages, conditional bills of sale, or other title retention instruments.

The Lessor will maintain workmen's compensation insurance, at its sole expense, covering all persons employed in connection with all of such construction and installation and with respect to whom death or bodily injury claims could be asserted against the Lessor, the Lessee, or said parcels of land; and it will maintain, at its sole expense, general liability insurance for the mutual benefit of the Lessor and the Lessee, with reasonable limits to be determined by the Lessor, at all times when such construction and installation is in progress.

6. USE OF DEMISED PREMISES BY LESSEE, APARTMENT OWNER, FAMILY MEMBERS, GUESTS AND OTHERS.

The recreational facilities to be constructed upon the parcels of land described in Exhibits B and C may be used by the Lessee and by the owners of the condominium apartments that are located upon the land described in Exhibit E and that are operated by the Lessee, their family members and their social guests. Such use will be only for recreational purposes and for the purpose of the assembly of such persons, it may begin, as to the facilities to be constructed upon each of said parcels of land, only after such construction has been substantially completed, and it will be subject to rules and regulations established by the Lessee.

The sewage disposal system pumping station, sewer mains and related sewage disposal equipment and facilities that have been and will be constructed and installed upon the parcels of land described in Exhibits A and D may be used by the Lessee only for the purpose of providing a sewage disposal system to serve said condominium apartments and recreational facilities.

This Lease does not grant the exclusive right of possession or use of the Demised Premises or any part thereof. The Lessor reserves the right to enter into additional leases demising the parcels of land described in Exhibits A, B, C and D, or any of said parcels, to others. However, each of such additional leases will contain the following provisions:

As to leases of the parcels of land described in Exhibits B and C:

a. That the Lessee must, at all times during the term thereof, own or have the right to possess, use and occupy an apartment or other residential unit located upon any portion of the land described in Exhibit E.

b. That the use of the demised premises is restricted to recreational and assembly purposes.

c. That the Lessee or the Lessor will, at all times during the term thereof, be obligated to pay a part of all costs incident to the maintenance and operation of said recreational facilities, including but not limited to the cost of repairs, replacement, servicing of equipment, utilities, taxes and insurance. The amount to be paid will be determined in the following manner: The number of square feet of living area within the walls, including porches and balconies (as taken from applicable Declarations of Condominium, or building plans if not submitted to condominium ownership) of said apartment or other residential unit will be divided by the total square feet of living area within the walls (as taken from applicable Declarations of Condominium, or building plans if not submitted to condominium ownership), of all such condominium apartments operated by the Lessee and of all other apartments and residential units located upon any portion of the land described in Exhibit E, provided a lessee as herein described owns or has the right to possess, use and occupy such other apartments and residential units. The resulting percentage will be the percentage of all such costs to be paid by said lessee or by the Lessor.

As to leases of the parcel of land described in Exhibits A and D:

a. That the use of the demised premises is restricted to the purpose of providing a sewage disposal system to serve the lessee and its buildings.

b. That the lessee or the Lessor will, at all times during the term thereof, be obligated to pay a part of all costs incident to the maintenance and operation of said sewage disposal system pumping station, sewer mains and related sewage disposal equipment, including but not limited to the cost of repairs, replacement, servicing of equipment, utilities, taxes and insurance. The amount to be paid will be determined in the following manner: the number of square feet of living area within the walls, including porches and balconies (as taken from applicable Declarations of Condominium, or building plans if not submitted to condominium ownership), of all buildings to be served by said sewage disposal system under such lease will be divided by the total square feet of living area within the walls, including porches and balconies (as taken from applicable Declarations of Condominium, or building plans if not submitted to condominium ownership), of all buildings to be served by said sewage disposal system under such lease and by all other buildings from time to time served by said sewage disposal system.

In the event the lessee is obligated to pay the above described costs under the terms of any such additional leases, the amount collected by the Lessor will be paid to the Lessee herein; and the Lessee herein will not be entitled to a reduction in any amounts to be paid by it under this Lease, in excess of the amounts so collected. If the Lessor is obligated to pay said costs, under the terms of any such additional leases, the Lessee herein will be entitled to an equal reduction in the amounts to be paid by it under this Lease. All of such sums paid to the Lessee may be apportioned among the condominiums for which it has operating responsibilities and among said condominium apartment owners, as it shall determine; but the obligations of said additional lessees and of the Lessor to pay the amounts herein set forth and the making of such additional leases will not diminish the liability of the Lessee herein and said condominium apartment owners to pay rent. Their obligations to pay other expenses will be diminished or reduced, only as herein specifically set forth.

7. The Lessor, in submitting portions of the parcel of land described in Exhibit E to the condominium form of ownership, or in otherwise developing and improving said land, will establish such easements as are necessary for the use of the Demised Premises by all of those entitled to such use.

8. DEMOLITION, CONSTRUCTION AND MAJOR ALTERATIONS.

The Lessee will undertake no demolition or new construction on the Demised Premises, nor will the Lessee make any major alterations in the improvements, buildings or equipment located on the Demised Premises without the prior written consent and approval of the Lessor and upon such terms and conditions as the Lessor shall require. However, nothing in this paragraph shall be construed to relieve the Lessee of its obligation to maintain and repair the improvements located upon the Demised Premises.

9. PAYMENT OF TAXES.

The Lessee will promptly pay all taxes levied or assessed against the parcels of land described in Exhibits B, C and D and against all improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon said parcels of land by any and all taxing authorities subsequent, as to each such parcel, to the year in which the improvements described in Article 5 hereof are substantially completed and continuing during the term of this Lease, including ad valorem taxes, personal property taxes, special assessments, liens for public improvements; and in general all taxes, tax liens, or liens in the nature of taxes which may be assessed or imposed against said parcels of land and against all improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon the said parcels of land (including interest, penalties, fines and costs). In the event any such taxes, assessments or liens are payable in installments, the Lessee will have the right to pay the same as such installments fall due if the right to make payment in installments has not been revoked or lost.

Said taxes will be paid at least thirty days prior to the time when they would become delinquent, in accordance with the law then in force and effect. The Lessee will have the right to contest the validity of any such tax and to seek a reduction in the valuation of the Demised Premises and of all improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon the parcels of land described in Exhibits B, C and D for tax purposes, by complying with the applicable law. However, if said parcels of land or said improvements, buildings, equipment, furniture or fixtures would be in danger of being forfeited or lost by such contest or proceedings, the Lessee will first deposit with the Lessor such reasonable security as may be requested by the Lessor to prevent any forfeiture or sale of said parcels of land, or said improvements, buildings, equipment, furniture or fixtures.

Nothing in this Article 9 will obligate the Lessee to pay income, inheritance, estate or succession tax, or any tax in the nature of such taxes, or any other tax which may be levied or assessed against the Lessor, with respect to or because of the income derived from this Lease.

10. INSURANCE TO BE OBTAINED BY LESSEE.

The Lessee shall obtain insurance as follows:

a. The Lessee will cause to be written a policy or policies of insurance in the form generally known as public liability and property damage and/or owners', landlord and tenant policies, insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the use, operation and maintenance of the improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon the parcels of land described in Exhibits B, C and D and for any other risk generally insured against by such policies, each class of which will be written within limits of not less than $300,000.00 for damages incurred or claimed by any one person and for not less than $600,000.00 for damages incurred by more than one person. All such policies will name the Lessee and Lessor, as their respective interests may appear, as the persons insured by such policy or policies and the original or a true copy of each of such policies will be delivered by the Lessee to the Lessor promptly when written, together with adequate evidence of the fact that the premiums therefor are paid; and, in any event, such policies and evidence of payment by the Lessee of the premiums will be delivered by the Lessee to the Lessor before the expiration of any then similar coverage and in time to assure the Lessor that such coverage will be carried continuously.

b. The Lessee will keep insured any and all buildings, improvements, equipment, furniture and fixtures now or hereafter constructed or brought upon the parcels of land described in Exhibits B, C and D in a good and responsible insurance company authorized to do business in the State of Florida, for protection against all loss or damage to such property by fire, windstorm or causes insured against by "extended coverage"; and wherever

the doctrine of co-insurance might apply to any such insurance, then the amount of the insurance so carried by the Lessee will be at all times sufficient to prevent co-insurance on the part of the Lessor and the Lessee. All such policies will be payable in the event of loss jointly to the Lessor and the Lessee, as their respective interests may appear. Nothing herein contained, however, will be construed as prohibiting the attachment to such policies of a standard mortgage form clause but, in such event, the said mortgage clause will identify briefly the interest of the mortgagee, such as, for example, stating "first mortgagee of the fee simple title", or mortgagee of Lessee's interest in lease". The amount of insurance required, as specified in this paragraph, will be an amount equal to the maximum insurable replacement value, as determined annually by the Lessee, its successors, assigns, or agents, and as approved by the Lessor.

c. From the inception of any construction work which Lessee may effect on the parcels of land described in Exhibits B, C and D and as often as the Lessee may construct a building or make a substantial alteration in a building, the Lessee will cause workmen's compensation and builder's risk insurance policies to be written. Said policies will be subject to the approval of the Lessor and will provide coverage at all times when such construction is in progress.

In the event of the damage or destruction of any of the buildings, improvements, equipment, furniture and fixtures now or hereafter constructed or brought upon the parcels of land described in Exhibits B, C and D by fire, windstorm or any other casualty for which said insurance is payable, and as often as such insurance money will be paid to the Lessor and the Lessee, said sums so paid will be deposited in a joint account of the Lessor and the Lessee in a bank designated by the Lessor and will be available to the Lessee for the reconstruction, repair, or replacement, as the case may be, of any of the said buildings, improvements, equipment, furniture or fixtures damaged or destroyed by fire, windstorm, or other casualty for which insurance money is payable and will be paid out from said joint account from time to time on the estimates of an architect licensed as such in the State of Florida and having supervision of such construction and repair, certifying that the amount of such estimate is being applied to the payment of the reconstruction, repair or replacement and at a reasonable cost therefor. Provided, however, that it will be the duty of the Lessee, at the time of creating such joint bank account and from time to time thereafter until the said work of repair or reconstruction shall have been completed and paid for, to afford the Lessor adequate evidence of the fact that at all times the undisbursed portion of the fund in said joint account is sufficient to pay for such reconstruction, repair or replacement in its entirety; and, if the said fund is at any time insufficient to pay for the full cost of the job, the Lessee will immediately deposit into said fund such additional sums as may be necessary and will procure receipted bills and full and final waivers of lien when said work shall have been completed. It will be the duty of the Lessee to cause such showing to be made and such to be accomplished as often as said buildings, improvements, equipment, furniture or fixtures may be damaged, destroyed or lost; and all of such work will be effected, completed and paid for as promptly as the exercise by the Lessee of diligence makes possible. And, in any event, it shall be completed within nine (9) months after the time when the damage, destruction or

O.R. BOOK 411 PAGE 2377

loss first took place. However, such nine (9) month period will be enlarged by any delays caused without fault or neglect on the part of the Lessee by acts of God, strikes, lockouts, or any other conditions which are not attributable to, or are not caused by, the Lessee's default or neglect to exercise due diligence. The work, when completed, will restore said parcels of land substantially to the condition in which they existed before such damage, destruction or loss took place; and, in any event, it will cause said parcels of land, as restored, to have a value which is not less than the value which they had or possessed prior to the damage or loss which made such repairs or reconstruction necessary. The Lessor will have the right to require the Lessee to obtain a completion, performance and payment bond in an amount and in the form and with a company licensed to do business in the State of Florida, approved by the Lessor. At such time as any of the property described in Exhibit E is submitted by the Lessor to condominium ownership, the provisions in the Declaration of Condominium under the article covering Casualty Insurance relating to the rights of first mortgagees are hereby incorporated herein by reference. Any first mortgagee may require the insurance proceeds to be endorsed by the Lessor and the Lessee to the Insurance Trustee as specified in said Declarations and disbursed by said Insurance Trustee only upon the approval of the Lessor, Lessee and said first mortgagee.

The originals of all such policies will be delivered to the Lessor by the Lessee, together with receipted bills evidencing the fact that the premiums therefor are paid; but nothing herein contained will be construed as prohibiting the Lessee from financing the premiums where the terms of the policies are for three (3) years or more and, in such event, the receipts will evidence it to be the fact that the installment premium payment or payments are paid at or before their respective maturities. However, where there is a mortgage upon the parcels of land described in Exhibits B, C or D created pursuant to the provisions contained in this Lease and under the terms of such mortgage it is obligatory upon the Lessee to cause the originals of such policies to be delivered to the mortgagee, then the Lessee may deliver such originals to the mortgagee and deliver certificates of such policies to the Lessor. Such policies or certificates, together with evidence of the fact that the premiums have been paid as aforesaid, will be delivered by the Lessee to the Lessor before the expiration of the then corresponding insurance coverage so that the Lessor may be assured that such coverage is being continuously carried by the Lessee.

If at any time while said joint bank account contains any of the proceeds of such insurance the Lessee is in default under this Lease, then the Lessor will be immediately entitled to receive from said joint bank account the amount of money necessary to cure the Lessee's default; and if, while any of the funds remain in said joint bank account, the mortgagee of any mortgage upon the parcels of land described in Exhibits B, C or D or upon the Lessee's interest therein elects under the terms of such mortgage to receive any part or all of the proceeds

of such insurance by way of application upon said mortgage, then such sum will be paid from said insurance awards or from the proceeds of said joint bank account to such mortgagee; but in either of these events, it will be obligatory upon the Lessee to immediately reimburse said joint bank account with a sufficient sum of money to assure the Lessor that the said joint bank account will, at all times, contain sufficient funds to pay for all of the cost of reconstruction, repair or replacement. If after said work is completed and paid for there remains any money in said joint bank account such balance will be paid to the Lessee, if at that time the Lessee is not in default under the terms of this Lease. If at any time while the joint bank account contains any undisbursed funds or while there remains outstanding any obligation from any insurance company for such losses this Lease is cancelled for the Lessee's default, then the undisbursed portion of said joint bank account and the insurance claim will be and become immediately the property of the Lessor as part of what will accrue to the Lessor upon the occasion of default by the Lessee and the consequent cancellation of this Lease.

No damage or destruction to any improvements, buildings, equipment, furniture or fixtures by fire, windstorm or any other casualty will entitle the Lessee to surrender possession of the Demised Premises or to terminate this Lease, or to violate any of its provisions, or to cause any abatement or rebate in the rent then due or thereafter becoming due hereunder.

11. LESSEE TO PAY INSURANCE PREMIUMS.

The Lessee will pay the premiums for all insurance policies which the Lessee is obligated to obtain under the terms of this Lease and will deliver the said policies and the evidence of payment to the Lessor within the time herein set forth.

Nothing herein contained will ever be construed as rendering the Lessor liable for the payment of any such insurance premiums; but if at any time during the continuance of this Lease the Lessee shall fail, refuse or neglect to procure any of the policies of insurance required in and by this instrument to be procured by it or to keep and maintain same in affect or pay the premiums therefor promptly when due, the Lessor may, at its option, procure or renew such insurance and thereupon the amount or amounts of money paid as the premium or premiums thereon, plus interest at the rate of ten percent (10%) per annum, will be collectible as though it were rent then matured hereunder and will be due and payable forthwith. However, in lieu thereof and notwithstanding the procurement and renewal of such policies by the Lessor, this Lease may be terminated and declared at an end and all of the right, estate and interest of the Lessee in this Lease shall thereupon immediately cease and become null and void.

12. PAYMENT OF COSTS FOR OPERATION OF SEWAGE DISPOSAL SYSTEM PUMPING STATION UPON PARCEL OF LAND DESCRIBED IN EXHIBIT A.

The Lessee will, at all times during the term of this Lease, pay a part of all costs incident to the maintenance

and operation of the sewage disposal system pumping station, sewer mains and related sewage disposal equipment constructed and installed upon the parcel of land described in Exhibit A, including but not limited to the cost of repairs, replacement, servicing of equipment, utilities, taxes and insurance. The amount to be paid will be determined in the following manner: the number of square feet of living area within the walls, including porches and balconies (as taken from applicable Declarations of Condominium) of all of the condominium apartment buildings for which the Lessee will have operating responsibilities and which from time to time are served by such sewage disposal system will be divided by the total square feet of living area within the walls, including porches and balconies (as taken from applicable Declarations of Condominium or building plans if not submitted to condominium ownership), of all such buildings served by said sewage disposal system and of all other buildings from time to time served by such system. The Lessor will determine which of said condominium apartment buildings will be served by such system; the Lessee will become obligated for said payments when any of said condominium apartment buildings are being so served; and all payments by the Lessee hereunder will be made to the Lessor.

Except as hereinabove specifically set forth, all rights and obligations of the parties under this Lease are subject and subordinate to the rights and obligations of the Lessor and of KINGSWOOD ASSOCIATION, INC., a Florida not for profit corporation, under said Long Term Lease dated March 15, 1971 and recorded in the public records for Martin County, Florida.

13. EMINENT DOMAIN.

If any part of the Demised Premises is taken under the power of eminent domain during the term of this Lease, the rent herein provided for will continue unaffected as to amount unless such taking completely destroys the usefulness of all parts of the Demised Premises for purposes leased. In such event, the Lessee will have the right to terminate this Lease by written notice to the Lessor within thirty (30) days after such taking or to continue in possession of an undivided interest in the remainder of the leased premises under all of the terms and conditions hereof.

All damages awarded for such taking will belong to and be the property of the Lessors, whether such damages shall be compensation for diminution in the value of the Lease or to the fee of the leased premises.

14. LESSOR'S LIENS.

The Lessor retains a lien on every right and interest of the Lessee in and to this Lease and on the improvements, buildings, equipment, furniture and fixtures now and hereafter constructed or brought upon the Demised Premises and on the equity therein of the Lessee. Said lien is granted for the purpose of securing the payment of rent and other monies herein covenanted to be paid by the Lessee and for the purpose of securing the performance of all other conditions of this Lease to be performed and observed by the Lessee.

The Lessor also retains a lien against all land described in Exhibit E that it submits to the condominium form of ownership and upon all improvements and buildings now located or hereafter constructed thereon, for the purpose of securing it in the payment of rent and other monies due and to become due hereunder by the Lessee. Said lien will survive the recording of Declarations of Condominium whereby portions of such land will be submitted to the condominium form of ownership; it will continue for the full term of this Lease; and it may be enforced and foreclosed in the manner in which mortgages upon real property are enforced and foreclosed or, at the option of the Lessor, in any other manner available to it.

The Lessor also retains and is hereby given and granted a lien by the Lessee upon each condominium apartment to be located upon any portion of the land described in Exhibit E that is under the operation of the Lessee and upon each apartment's proportionate interest in the common elements of the condominium of which it is a part, for the purposes of further securing it in the payment of all rent and other monies due and to become due hereunder by the Lessee. These liens will have the same dignity and priority as the lien created in the next preceding paragraph of this Article 14, but they will apply to and be enforceable against the condominium apartments severally. Said liens will be for the amounts of rent and other monies due the Lessor that are apportioned to each apartment, plus interest and reasonable attorneys' fees incurred in the collection and enforcement thereof; and they may be enforced and foreclosed in the manner in which mortgages upon real property are enforced and foreclosed, or at the option of the Lessor, in any other manner available to it.

A default arising from the nonpayment of rent or other monies due to the Lessor by the Lessee under this Lease or by any condominium apartment owner will not be a default on the part of those condominium apartment owners who have paid the share of rent and other monies for which they are severally liable; and the Lessor may exercise its rights and have its remedies as described in this Article 14 only against the default owner. Upon full payment of arrearages, interest and attorneys' fees, the condominium apartment owner making payment will be entitled to a recordable satisfaction discharging said lien as to such arrearages, interest and attorneys' fees, but such satisfaction will not extinguish or diminish said lien as to any amount to become due. It will continue throughout the term of this Lease.

Rent and other monies due and to become due hereunder will be a common expense of each condominium to be established upon the land described in Exhibit E in an amount equal to the total sum thereof attributable to each condominium; the Lessee will make such assessments upon such condominium apartments as may be necessary for it to fulfill its obligations herein; and it will enforce its lien for said assessments, if necessary for it to fulfill said obligations.

The Lessor's liens provided for in this Article 14 will at all times be subject and subordinate to the lien of any mortgage made by any condominium apartment owner, provided the

proceeds of said mortgage are utilized to purchase condominium apartments located upon any portion of the land described in Exhibit E from the Lessor and it is made with an institutional mortgagee (herein defined as a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government); and the Lessor will execute and deliver such further instruments evidencing such subordination as may be requested by any of said condominium apartment owners or prospective condominium apartment owners. However, the foreclosure of such a mortgage will not terminate this lease or any part thereof or extinguish or diminish said liens against the entire condominium property or the apartment encumbered by the foreclosed mortgage. Said Lessor's liens will only be subordinated this one time as herein provided, during the term of this Lease; but such subordinated liens of the Lessor will be subordinate and secondary in position to any and all rights, claims, titles or liens acquired by said institutional mortgagees.

The Lessor's liens provided for in this Article 14 will not relieve the Lessee of any of its obligations hereunder, it being intended that they afford the Lessor additional remedies in the event of default. In the event they should for any cause or reason whatever be determined to be invalid, extinguished or unenforceable, in whole or in part, such invalidity will not extinguish or diminish any of the Lessee's obligations hereunder. Nothing herein contained will authorize the Lessor to collect the same indebtedness twice.

15. ENCUMBRANCES OF LESSOR AND LESSEE.

This Lease and the Lessee's and said condominium apartment owner's rights hereunder will be subject and subordinate to any mortgages now encumbering the Demised Premises. The Lessee in its own behalf and in behalf of said condominium apartment owners will execute and deliver such further instruments evidencing such subordination as may be requested by the Lessor. The Lessor will pay such mortgages and will perform all of their terms and conditions; and in the event of default by the Lessor, the Lessee, in addition to any other remedies available to it, may cure such default and deduct the cost thereof from the rent herein provided for.

The Lessor may encumber the fee simple title to the Demised Premises with other mortgages, irrespective of the existence of this Lease. However, such other mortgages will in all respect be subject and subordinate to the terms of this Lease and to the Lessee's rights herein. Although the Lessee may mortgage or otherwise encumber its interest in this Lease, any such mortgage or encumbrance will in all respects be subject and subordinate to the rights of the Lessor herein and to the rights of all persons claiming by, through or under the Lessor by reason of or in connection with this Lease. The termination of this Lease will extinguish any of said mortgages or encumbrances upon the Lessee's interest herein.

Nothing in this Lease will ever be construed as empowering the Lessee to encumber the title or interest of the Lessor.

16. DEFAULT.

In case at any time default shall be made by the Lessee in payment of any of the rent herein provided for upon the day it becomes due and payable, or if the Lessee shall fail to pay any of the other monies due to the Lessor by the Lessee, or if the Lessee shall fail to perform any of the other conditions of this Lease by it to be kept and performed; then, in any of such events, it will and may be lawful for the Lessor, at its election, to terminate this Lease and to reenter upon the Demised Premises or any part thereof, either with or without process of law, the said Lessee hereby waiving any demand for possession of the Demised Premises. Or the Lessor may have such other remedies as the law and this Lease afford; and upon the termination of this Lease, at such election of the Lessor or in any other way, the Lessee will surrender and deliver up the Demised Premises, improvements, buildings, equipment, furniture and fixtures peaceably to the Lessor's agent or attorneys, immediately upon such termination. If the Lessee, its members, agents, attorneys, or tenants shall hold the Demised Premises, or any part thereof, after the same should be surrendered according to the terms of this Lease, it will be deemed guilty of forcible detainer of the Demised Premises and be subject to eviction or removal, forcibly or otherwise, with or without process of law.

Although this is a Long Term Lease, the parties understand that the relationship between them is that of landlord and tenant; and the Lessee specifically acknowledges that all statutory proceedings in the State of Florida regulating the relationship of Landlord and Tenant, including collecting of rent or possession of the Demised Premises, accrues to the Lessor hereunder.

Nothing herein contained will be construed as prohibiting the Lessor from declaring this Lease in default. However, if the default consists in the non-payment of rent or other monies due to the Lessor by the Lessee, the Lessor may not declare this Lease in default until such non-payment shall have continued for fifteen (15) days after written notice of such default shall have been given by the Lessor to the Lessee; and where the alleged default consists of some violation other than the foregoing, the Lessor may not declare this Lease in default until such violation shall have continued for thirty (30) days after the Lessor shall have given the Lessee written notice of such violation and the Lessee shall not have undertaken, during said thirty (30) day period, to cure said violation by vigorous and affirmative action. Provided, however, that nothing herein contained will be construed as precluding the Lessor from having such remedy as may be and as may become necessary in order to preserve its rights and its interest in the Demised Premises, in said improvements, buildings, equipment, furniture and fixtures, and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph, if the allowance of such grace or the giving of such notice would prejudice or endanger the rights and interests of the Lessors.

All default and grace periods will be deemed to run concurrently and not consecutively.

The various rights, powers, options, elections, privileges and remedies of the Lessor contained in this Lease will be construed as cumulative, and no one of them will be construed as being exclusive of the other or exclusive of any rights or priorities provided by law.

The right herein given to the Lessor to collect the rent due under this Lease, or its right to collect any other monies due to it, or its right to enforce any of the other terms and provisions of this Lease, will not in any way affect its right to declare this Lease void and the term hereof ended, when default is made by the Lessee.

If at any time by reason of the failure of the Lessee to keep and perform any covenant or agreement which it is obligated to keep and perform it becomes necessary for the Lessor to employ an attorney to protect its rights and interests in the Demised Premises, in said improvements, equipment, buildings, furniture and fixtures, and in this Lease, the Lessee will pay unto the Lessor reasonable attorneys' fees incurred or expended by the Lessor and costs of Court, if any.

In the event this Lease is terminated at any time before the expiration of the term of years hereby created for the breach by the Lessee of any of the conditions herein contained, all of the right, estate and interest of the Lessee and its members in and under this Lease and in said Demised Premises, improvements, buildings, equipment, furniture and fixtures, together with all rents, issues and profits, whether then accrued or to accrue, and all insurance policies and all insurance monies paid or payable thereunder, and the then entire undisbursed balance of any building escrow fund, and the entire undisbursed balance of any then existing joint bank account which may have been created in connection with the collection of insurance, shall at once pass to and become the property of the Lessor (subject, however, to the rights of mortgagees), not as a penalty for forfeiture, but as liquidated damages to the Lessor because of such default by the Lessee and the termination of this Lease. Each of the parties acknowledges that for such breach and termination the Lessor will sustain substantial damage, being damage of such character as to make it more burdensome and tedious, if not actually impossible, to ascertain with mathematical precision; and they have, therefore, agreed upon this provision for liquidated damages in the interests of obviating which would otherwise be burdensome and difficult litigation. Further, this provision for liquidated damages has been taken into account by both parties in fixing the terms of and the consideration for the making of this Lease.

The Lessee pledges with and assigns unto the Lessor all of the rent, issues and profits which might otherwise accrue to the Lessee for the use, enjoyment and operation of the Demised

Premises and of the improvements, buildings, equipment, furniture and fixtures hereafter constructed or brought upon the Demised Premises. If the Lessor upon the default of the Lessee elects to file a suit in chancery to enforce or terminate this Lease and protect its rights hereunder, it may, as ancillary of such suit, apply to any court having jurisdiction thereof for the appointment of a Receiver of all and singular said Demised Premises, improvements, buildings, equipment, furniture and fixtures; and thereupon the court will forthwith appoint a Receiver with the usual powers and duties of Receivers in like cases and such appointment will be made by such court as a matter of strict right to the Lessor and without reference to the adequacy or inadequacy of the value of the property which is subject to the landlord's lien or to the solvency or insolvency of the Lessee and without reference to the commission of waste.

17. LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIENS.

The Lessee has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Lessor in and to the Demised Premises or in and to the improvements, buildings, equipment, furniture and fixtures hereafter constructed or brought upon the Demised Premises and no person will ever be entitled to any lien directly or indirectly derived through or under the Lessee, or its agents or servants, or on account of any act or remission of the Lessee, which will be superior to the interest in this Lease reserved to the Lessor upon the Demised Premises and upon the improvements, building, equipment, furniture and fixtures hereafter constructed or brought upon the Demised Premises. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or to its agents or servants, as well as all persons whomsoever, will be bound by this provision of this Lease. This provision is inserted pursuant to the authority of Chapter 713.10, Florida Statutes. Should any such lien be filed, the Lessee shall discharge the same by paying it, or by filing a bond or otherwise, as permitted by law.

18. ASSIGNMENT.

This Lease is freely assignable, provided it is not in default and is in good standing. However, no assignment or transfer by the Lessee will be valid unless the assignee shall expressly assume and agree to perform each and every of the conditions of this Lease which by the terms hereof the Lessee agrees to keep and perform. Such assumption will be evidenced by written instrument executed in such fashion as to entitle it to recording; and such assignment will not be valid unless the assignment and assumption agreements are promptly recorded in the public records of Martin County, Florida and unless an executed original thereof is delivered to the Lessor, together with a reference to the book and page number of recordation. No assignment, transfer or assumption will ever operate to release any prior Lessee or its members from any of the obligations or liens hereof, unless and until a written discharge of such Lessee, duly executed by the Lessor, shall be recorded in the public records of Martin County, Florida.

The Lessor and the Lessee will give to each other written statements as to the status of this Lease, within fifteen (15) days after written notice requesting such statement have been received. Said statements will state whether or not this Lease is in good standing and, if not, they will state the particulars in which it is not in good standing. Failure to give such statements within said fifteen (15) day period will constitute a representation that this Lease is in good standing and said representation may be relied upon by any person as being true and correct. Said notices and statements will be deemed to be given, and the time period specified will begin to run, when they are deposited in the U.S. certified or registered mail with postage prepaid.

19. INDEMNIFICATION.

The Lessee covenants and agrees with the Lessor that during the entire term of this Lease it will indemnify and save harmless the Lessor against any and all claims, debts, demands or obligations which may be made against the Lessor or against the Lessor's title in the premises, arising by reason of or in connection with the making of this Lease and the ownership by the Lessee of the interest hereby created; and if it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all costs of court and reasonable attorneys' fees incurred by the Lessor in effecting such defense, plus any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted.

20. BANKRUPTCY.

Neither this Lease nor any interest therein, nor any estate thereby created, will pass to any Trustee or Receiver in bankruptcy or to the assignee for the benefit of creditors or otherwise by operation of law.

21. LESSEE'S DUTY TO KEEP DEMISED PREMISES IN GOOD REPAIR.

The Lessee will keep said improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon the Demised Premises in a good state of repair and in first class condition; and will not suffer or permit any waste or neglect of any of said property. The Lessee will repair, replace and renovate saidproperty as often as it may be necessary in order to keep it in first class repair and condition. However, the replacement of any sewage disposal system equipment will be subject to the prior written approval of the Lessor. Such approval will not be unreasonably withheld.

22. QUIET ENJOYMENT.

The Lessee shall have quiet and undisturbed and continuous possession and use of the Demised Premises free from any claims of the Lessor, subsequent to the completion of the construction of the recreational facilities described in Article 5

hereof, so long as it keeps and performs all of the covenants and conditions to be kept and performed by it herein. This provision will not extend to any interruption in the possession of the Lessee occasioned by its failure to keep in good standing any mortgage encumbering its interest in this Lease.

23. LESSOR'S RIGHT OF ENTRY.

The Lessor will have the right to enter upon the Demised Premises at all reasonable times to examine the condition and use thereof; provided that such right will be exercised in such manner as not to interfere with the Lessee in the conduct of the Lessee's business upon the Demised Premises. If said improvements, buildings, equipment, furniture or fixtures are damaged by fire, windstorm or by any other casualty which causes them to be exposed to the elements, the Lessor may enter upon the Demised Premises to make emergency repairs; but, if the Lessor exercises its option to make emergency repairs, such act will not be deemed to excuse the Lessee from its obligation to keep the premises in repair. The Lessee will, upon demand of the Lessor, reimburse the Lessor for the cost and expense of such emergency repairs.

The Lessor retains and is hereby given and granted an easement over and upon the land described in Exhibit E for the purpose of ingress and egress to the Demised Premises. Such easement will survive the recording of such Declarations of Condominium.

24. TERMS, ETC. TO BE COVENANTS RUNNING WITH THE LANDS.

The terms, conditions and provisions set forth in this Lease will be binding upon the Lessor and the Lessee, and upon their successors and assigns; and they will be deemed to be covenants running with the land; and by land is meant the premises described in Exhibits A, B, C, D and E.

25. NOTICES.

Whenever a provision is made herein for notice of any kind it shall be deemed sufficient notice and service thereof if such notice is in writing, addressed to the Lessor or the Lessee at their last known address, and sent by U.S. certified or registered mail with postage prepaid.

26. MISCELLANEOUS PROVISIONS.

In the event the Lessee is dissolved, or if its existence is otherwise terminated, or if for any reason it ceases to be responsible for the operation of any of the condominiums established by the Lessor upon the land described in Exhibit E (after having first been responsible for such operation) or if any of said condominiums are terminated, during the term of this Lease, none of the rent or other monies due hereunder will abate or be diminished. In any or all of such events, the owners of all apartments in each such condominium apartment building that was formerly operated by the Lessee will be deemed to be individual lessees under this Lease, for so long as they own their apartments; they will continue to have the possession, use and occupancy of the Demised Premises; and they will be severally bound by all of the provisions of this Lease (as its context shall permit).

If any of said apartment owners described in the preceding paragraph hereof sells his apartment, or if title thereto is transferred in some other manner, the obligations and liabilities herein created will become the obligations and liabilities of each successive owner of the apartment transferred during the term of this Lease.

The Lessor will require each purchaser of a condominium apartment from it to ratify, confirm and approve in writing all of the terms and provisions hereof and the acts of the officers and directors of the Lessee in making and entering into this Lease. Such writings will also contain the agreement of each condominium apartment owner to be bound by all of the terms and provisions hereof; and they will contain a provision whereby each condominium apartment owner individually impresses the aforesaid liens upon his condominium apartment. They may be a part of theWarranty Deeds conveying such condominium apartments.

No waiver of a breach of any of the covenants in this Lease contained will be construed to be a waiver of any succeeding breach of the same covenant. The Lessor specifically reserves the right to waive any portion of the rent due hereunder, including the right to waive rent attributable to individual condominium apartments. Such waiver will not affect the obligations of the owners of apartments for which rent has not been waived to pay rent.

Time is of the essence in every particular, and particularly where the obligation to pay money is involved.

All arrearages in the payment of rent and the repayment by the Lessor or the Lessee of any sums which may be paid in order to cure defaults (as elsewhere herein provided for) will bear interest from the date when due and payable at the rate of ten percent (10%) per annum until paid.

If at any time by reason of the failure of the Lessor to keep and perform any of its covenants or agreements contained herein it becomes necessary for the Lessee or for any of said condominium apartment owners to employ an attorney to protect their interests, the Lessor will pay unto the Lessee or said condominium apartment owners reasonable attorneys' fees incurred or expended by them and costs of Court, if any.

No modification, release, discharge or waiver of any provisions hereof will be of any force, effect or value, unless in writing and signed by the persons who are then the Lessor and the Lessee.

The Lessee shall not amend its Articles of Incorporation, its Bylaws or said Declarations of Condominium, during the term of this Lease, in such a manner as to affect or impair the rights of the Lessor herein; unless the Lessor shall first approve such amendments in writing.

At the termination of this Lease the Lessee will peaceably and quietly deliver unto the Lessor possession of

the Demised Premises and improvements, buildings, equipment, furniture and fixtures now or hereafter constructed or brought upon the Demised Premises; and the Lessee covenants and agrees with the Lessor that the Demised Premises will be used for legal purposes only.

Whenever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

IN WITNESS WHEREOF, the parties hereto have hereunto set forth their hands and seals.

Executed in the presence of:

Gerald R. Bell
Beatrice B. Sisson

KINGSWOOD, INCORPORATED

By Angela McLaughlin
President

Attest:

Robert W. McLaughlin
Secretary

Gerald R. Bell
Beatrice B. Sisson

KINGSWOOD ASSOCIATION NO. 2, INC.

By Angela McLaughlin
President

Attest:

Robert W. McLaughlin
Secretary

STATE OF FLORIDA)
COUNTY OF MARTIN) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA McLAUGHLIN and ROBERT W. McLAUGHLIN, JR., respectively President and Secretary of KINGSWOOD, INCORPORATED, to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and seal this 7 day of Jan, 1974.

O.R. BOOK 411 PAGE 2389

Donald R. John
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES OCT. 8, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF MARTIN) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA McLAUGHLIN and ROBERT W. McLAUGHLIN, JR., respectively President and Secretary of KINGSWOOD Association, Inc to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and seal this 7 day of January, 1974.

Donald N. Johns
Notary Public
My commission expires: 10/8/76

OR BOOK 411 PAGE 2390

Start at the N.E. corner of the S.W.one quarter of Section 2, Township 38 South, Range 41 East, Martin County, Florida; Thence run South 00° 24' 40" West along the East line of said South west one quarter, a distance of 1331.68 feet; Thence run North 89° 29' 20" West a distance of 300 feet; Thence run North 00° 24' 40" East a distance of 907.24 feet; Thence run South 73° 28' 00" West a distance of 140.54 feet to the Point of Beginning; Thence continue to run South 73° 28' 00" West a distance of 100.42 feet; Thence run South 00° 24' 40" West a distance of 137.94 feet; Thence run North 73° 35' 20" East a distance of 100.84 feet; Thence run North 21° 41' 40" West a distance of 19.75 feet/ Thence run North 68° 18' 20" East a distance of 40.28 feet; Thence run North 15° 46' 20" West a distance of 108.88 feet to the Point of Beginning.

RECREATION AREA NO. 2

EXHIBIT B

O.R. BOOK 411 PAGE 2391

Start at the N. E. corner of the S. W. 1/4 of Section 2, T38S, R41E, Martin County, Florida; thence run S00°24'40"W along the East line of said S. W. 1/4, a distance of 1331.68'; thence run N89°29'20"W a distance of 939.44' to the point of beginning; thence continue to run N89°29'20"W a distance of 150'; thence run N 00°47'10"E a distance of 238.54'; thence run S45°30'E a distance of 206.67'; thence run S 00°24'40"W a distance of 95' to the point of beginning.

Description of Land

Kingswood Recreational Area No. 3

EXHIBIT C

Start at the N.E. corner of the S.W. ¼ of Section 2, T38S, R41E, Martin County, Florida; thence run S 00°24'40" W a distance of 512.28'; thence run N 89°35'20" W a distance of 130', to the point of beginning; thence continue to run N 89°35'20" W a distance of 20'; thence run S 00°24'40" W a distance of 20'; thence run S 89° 35'20" E a distance of 20'; thence run N 00°24'40" E a distance of 20' to the point of beginning.

SEWER PUMPING STATION #1

O.R. BOOK 411 PAGE 2393

EXHIBIT A Page 325 MU 1548

Start at the N. E. corner of the S. W. 1/4 of section 2, T38S, R41E, Martin County, Florida; thence run S00°24'40"W a distance of 1331.68'; thence run N89°29'20"W a distance of 650'; thence run N00°24'40"E a distance of 704' to the point of beginning; thence continue to run N00°24'40"E a distance of 20'; thence run N89°35'20"W a distance of 20'; thence run S 00°24'40"W a distance of 20'; thence run S 89°35'20"E a distance of 20' to the point of beginning.

KINGSWOOD

SEWER PUMPING STATION #2

EXHIBIT D

The Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, lying South of State Road A-1-A, Martin County, Florida: Less the Westerly 250' thereof

Less the following described parcels of land:

The East 300 feet (measured at right angles to the West line of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East) of that portion of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East,lying South of State Road A-1-A, Martin County, Florida.

Start at the Northeast corner of the Southwest one quarter of Section 2, Township 38 South, Range41 East, Martin County, Florida; Thence run South 0° 24' 40" West along the East line of said South west one quarter, a distance of 1331.68 feet; Thence run North 89° 29' 20" West a distance of 300 feet; Thence run North 0° 24' 40" East a distance of 907.24 feet; Thence run South 73° 28' 00" West a distance of 140.54 feet to the Point of Beginning; Thence continue to run South 73° 28' 00" West a distance of 100.42 feet; Thence run South 0° 24' 40" West a distance of 137.94 feet; Thence run North 73° 35' 20" East a distance of 100.84 feet; Thence run North 21° 41' 40" West a distance of 19.75 feet; Thence run North 68° 18' 20" East a distance of 40.28 feet; Thence run North 15° 46' 20" West a distance of 108.88 feet to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, Martin County, Florida; thence run South 00° 24' 40" West along the East line of said Southwest Quarter, a distance of 1331.68'; thence run North 89° 29' 20" West a distance of 939.44' to the point of beginning. Thence continue to run North 89° 29' 20" West a distance of 150'; Thence run North 00° 47' 10" East a distance of 236.54'; Thence run South 45° 30' East a distance of 206.67'; Thence run South 00° 24' 40" Wide a distance of 95' to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38South, Range 41 East, Martin County, Florida, Thence run South 00° 24' 40" West a distance of 1331.68; Thence run North 89° 29' 20" West a distance 650'; Thence run North 00° 24' 40" East a distance of 704' to the Point of Beginning; Thence continue to run North 00° 24' 40" East a distance of 20'; Thence run North 89° 35' 20" West a distance of 20'; Thence run South 89° 35' 20" East a distance of 20' to the Point of Beginning.

Land of Kingswood Condominium #2

MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 4th. day of JAN, 1974, by and between KINGSWOOD ASSOCIATION NO. 2, INC., a Florida not for profit corporation, hereinafter called the "Association"; and KINGSWOOD, INCORPORATED, a Florida corporation, hereinafter called the "Developer"; which terms "Association" and "Developer" will be deemed to extend to and include the successors and assigns of the said parties:

WITNESSETH:

WHEREAS, the Association was organized to provide an entity for the operation of condominiums to be established by the Developer upon land in Martin County, Florida, as described in Exhibit A attached hereto and made a part hereof, and

WHEREAS, the condominium established by the Developer upon the land described in Exhibit A will be apartment buildings containing certain specified types of apartments, including but not limited to those to be designated by the Developer as One bedroom, 1½ bath (Model #2), One bedroom, 1½ bath, Deluxe (Model #3), Two bedroom, 2 bath (Model #4) and Two bedroom, 2 bath, Deluxe (Model #5), and

WHEREAS, the Developer will offer the apartments of said condominium apartment buildings for sale and the owners will become members of the Association and be required to pay assessments for the common expenses of said condominiums, and

WHEREAS, the Association has entered into a Long Term Lease with the Developer, whereby parcels of land have been leased unto the Association, and

WHEREAS, certain recreational facilities, sewer disposal system pumping stations, sewer mains and related sewage disposal equipment will be and have been constructed and installed upon said parcels of land leased to the Association, and

WHEREAS, the Association and the owners of said condominium apartments will be required to pay rent and other monies to the Developer under said Long Term Lease; and they have certain other obligations under said Long Term Lease, as are more fully described therein, and

WHEREAS, said rent, together with other monies due under such Long Term Lease, will be a common expense of such condominiums, and

THIS DOCUMENT PREPARED BY
PHILIP H. REID, Jr.
COE, BROBERG AND REID
256 WORTH AVENUE
PALM BEACH, FLORIDA

O.R. BOOK 411 PAGE 2396

EXHIBIT F

WHEREAS, the parties hereto desire to provide that the amounts of the assessments paid by the owners of said condominium apartments will remain unchanged for a period of two and one-half (2½) years from the date hereof, and they desire to provide for the management of said condominiums.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. The Association appoints the Developer as its exclusive managing agent in the operation of all condominiums for which the Association will have operating responsibilities that are established by the Developer upon the land in Martin County, Florida described in Exhibit A attached hereto and made a part hereof. The Developer will confer with the directors of the Association, at their request, in the performance of its duties under this Management Agreement.

2. The term of this Management Agreement will begin on January 15, 1974. It will continue for a period of five (5) years.

3. The Developer will manage said condominiums; and in such management, will have all of the powers and duties given and assigned to the Association by the condominium laws of the State of Florida, by the Declarations of Condominium submitting the land described in Exhibit A to the condominium form of ownership, by the Articles of Incorporation and Bylaws of the Association, by the Association's Long Term Lease with the Developer and by this Management Agreement, with the following exceptions:

a. Any powers and duties specifically given or assigned to the Board of Directors or membership of the Association by said Declarations of Condominium, Articles of Incorporation, Bylaws and Long Term Lease.

b. The power to make assessments, except to the extent hereinafter set forth.

c. The power to amend said Declarations of Condominium, Articles of Incorporation, Bylaws and Long Term Lease.

d. The power to assign, sublease or mortgage the Association's interest in said Long Term Lease.

e. The power to lease the common elements of the condominiums.

f. The power to enter into any additional leases demising land or other property to the Association.

The Developer will have such additional duties as may be assigned to the Association by amendments to the condominium laws of the State of Florida, said Declarations of Condominium, Articles of Incorporation, Bylaws and Long Term Lease. However, any such additional duties must be accepted in writing by the Developer.

The entire cost of performing its duties hereunder will be paid by the Developer, except that the Developer will not be obligated to pay rent and other monies due under said Long Term Lease until it has collected such rent and other monies from apartment owners. For the purposes of this Management Agreement, all assessments collected from apartment owners will be applied first to rent under said Long Term Lease and next to other monies due under said lease.

4. The Association will make assessments in the amounts set forth in paragraph 5 of this Management Agreement. However, for all purposes hereof, the parties hereto and the owners of all such condominium apartments will consider said assessments are made, whether or not the Association or its Board of Directors or members take any action in regard thereto. The Association will not, without the Developer's written consent:

a. Amend said Declarations of Condominium, Articles of Incorporation, Bylaws and Long Term Lease.

b. Assign or sublease its interest in said Long Term Lease.

c. Mortgage its interest in said Long Term Lease or any of the common elements of said condominiums.

d. Make any lease, whereby any of the common elements of said condominiums are demised.

e. Make any additional lease demising land or any other property to it.

f. Make any additional agreements providing for the management and operation of said condominiums (except Insurance Trust Agreements) or for the installation of any coin operated machines upon the condominium properties, including the premises demised to the Association under said Long Term Lease.

g. Purchase any such condominium apartments; and, if acquired, make any mortgages encumbering same.

h. Employ any personnel during the term hereof if the Developer would be liable for the cost thereby incurred.

5. The monthly assessments against the owners of said apartments contained within the condominiums established upon the land described in Exhibit A, for which the Association will have operating responsibilities, will be as follows during the two and one-half (2½) year period beginning on Jan. 15, 1974

a. Prior to incurrence of liability for rent under said Long Term Lease.

(1) The assessment for each One bedroom, 1½ bath (Model #2) condominium apartment will be $25.01 per month.

(2) The assessment for each One bedroom, 1½ bath, Deluxe (Model #3) condominium apartment will be $29.57 per month.

(3) The assessment for each Two bedroom, 2 bath (Model #4) condominium apartment will be $35.19 per month.

(4) The assesement for each Two bedroom, 2 bath, Deluxe (Model #5) condominium apartment will be $40.04 per month, and

(5) The monthly assessment for each condominium apartment of any type not hereinabove specifically set forth will be determined by multiplying .3958 cents by the number of square feet of living area within its walls, including its porches or balconies (as taken from Declarations of Condominium); and by dividing the product thereof by twelve (12).

b. After the incurrence of liability for rent under said Long Term Lease:

(1) The assessment for each One bedroom, 1½ bath (Model #2) condominium apartment will be $36.37 per month.

(2) The assessment for each One bedroom, 1½ bath, Deluxe (Model #3) condominium apartment will be $43.01 per month.

(3) The assessment for each Two bedroom, 2 bath (Model #4) condominium apartment will be $51.19 per month.

(4) The assessment for each Two bedroom, 2 bath, Deluxe (Model #5) condominium apartment will be $58.24 per month, and

(5) The monthly assessment for each condominium apartment of any type not hereinabove specifically set forth will be determined by multiplying .5973 cents by the number of square feet of living area within its walls, including its porches or balconies (as taken from Declarations of Condominium); and by dividing the product thereof by twelve (12).

After the publication and issuance thereof, the Developer will deliver to the Association a true copy of the Consumer Price Index (hereinafter called the "Index"), the United States City Average All Items and Commodity Groups of the Bureau of Labor Statistics of the United States Department of Labor for the month ending on the last day of said two and one-half year period beginning on the first day of the first month following the commencement of the term hereof. If said Index shows a decrease or an increase in the purchasing power of the sums set forth in paragraphs a and b (less, however, any rent attributable to the condominium apartments described in said paragraphs under such Long Term Lease) as compared in each case to the Index for the first month of said two and one-half year period (the base month), said sums set forth in paragraphs a and b (less, however, any rent attributable to the condominium apartments described in said paragraphs under such Long Term Lease) will be adjusted to amounts equal to the purchasing power of said sums during the base month; and such adjusted sums (plus the adjusted rent attributed to each condominium apartment under such Long Term Lease) will be the monthly assessments for said condominium apartments, in substitution of the sums set forth in said paragraphs.

The Developer, as soon as possible after the delivery of a copy of said Index, will furnish the Association and the owner of each apartment with the computation of the adjusted assessments. Pending the determination of the adjusted assessments, the apartment owners will continue to pay the sums set forth in paragraphs a and b; and when the adjusted amounts are determined, the Developer will pay to the apartment owners, or they will pay to the Developer, such amounts as may be necessary to correct the amounts of the assessments paid, pending said determination. If at the time required for the determination of the adjusted assessments said Index is no longer published or issued, the parties will use such other index or method as is then generally recognized and accepted for similar determination of purchasing power; and if no index or method is generally recognized and accepted, the apartment owners will continue to pay the sums set forth in paragraphs a and b. However, it is understood that if the publication of said Index on a monthly basis is discontinued and it is published at some other interval, the Index for the period closest to the month for which an index is required to be furnished will be used.

The Developer may from time to time, at its option, waive all or any part of the amounts of said assessments set forth in paragraphs a and b, either as to all or as to only a portion of said apartments, by giving written notice thereof to the Association. Such waivers will be effective for the periods of

Book 325 Page 1554

O.R. BOOK 411 PAGE 2400

LAW OFFICES OF COE BROBERG AND REID PALM BEACH FLORIDA 33480

06082020 CCM Page 394 of 499 74

time specified in said notices; and they will not affect the obligations of the owners of apartments for which no waiver has been made. No assessments, except those herein specifically described, will be made against the owners of said apartments during the term of this Management Agreement; and no increases in the amounts of said assessments will be made, except as herein authorized.

The amounts of the assessments set forth in paragraph b are based upon the beginning rents attributed to each of said condominium apartments under such Long Term Lease. If said rents are waived or reduced by the Lessor, said assessments will be amended as required.

6. The Developer will have the exclusive right to collect all monies due the Association under said Declarations of Condominium, Articles of Incorporation, Bylaws and Long Term Lease. It will expend such amount thereof as is necessary in the performance of its duties under this Management Agreement and it will hold a reasonable amount thereof in reserve, for the purpose of paying current expenses during the term hereof. The Developer will not be required to create any other reserves, including but not limited to any for contingencies, for deferred maintenance, for replacement, or for additional improvements. Current expenses will be deemed to include only such items as the cost of gardening services, maid services, minor repairs, regular swimming pool maintenance service, insurance premiums and taxes. The portions of such reserve attributable to insurance premiums and taxes will be reasonable if they are sufficient to pay said items, on a pro rata basis, only during the term of this Management Agreement; and, if not known, the Developer may estimate the amounts that will be due for taxes.

The excess of the amounts collected by the Developer over the amounts expended and held in reserve for current expenses will be the compensation of the Developer.

7. In the event of default by either the Association or the Developer in the performance of this Management Agreement, the other will have the right to specific performance and to any other remedies given by law. However, a failure on the part of the Developer to perform any of the conditions hereof will not be considered a default unless such failure shall continue for a period of sixty (60) days after the Association shall have given it written notice thereof and unless the Developer does not undertake during said sixty (60) day period to cure its failure by vigorous and affirmative action.

If the Association or the Developer is compelled to pay reasonable attorneys' fees in prosecuting or defending any action or proceeding instituted by reason of a default by the other, it will be reimbursed for such expense by the other defaulting party.

8. In the event the Association is dissolved, or if its existence is otherwise terminated, or if for any reason it

ceases to be responsible for the operation of any of the condominiums established by the Developer upon the land described in Exhibit A (after having first been responsible for such operation), or if any of said condominiums are terminated, during the term of this Management Agreement, the owners of all apartments in each such condominium apartment building that was formerly operated by the Association, their heirs executors, legal representatives, successors and assigns, will, as to their separate interests, be bound by the provisions hereof; and the Developer will manage such interests pursuant to the terms and provisions of this Management Agreement, as the nature of such interests and the context hereof shall permit.

9. The terms, conditions, provisions and covenants set forth in this Management Agreement will be binding upon the Association and the Developer, and upon their successors and assigns, and will be deemed to be covenants running with the land described in Exhibit A.

10. The entire fiscal management of the Association will be governed solely by this Management Agreement during its term.

The Developer will not be liable to the Association or its members for any loss or damage not caused by the Developer's own gross negligence or willful misconduct; and the Association and its members will, and do hereby, indemnify and save harmless the Developer from any liability, costs and expenses arising from injury to any person or property upon or about any of the said condominiums from any cause whatever, unless such injury shall be caused by the Developer's own gross negligence or willful misconduct.

The Developer may install coin operated washing machines and drying machines, which will be owned by it, upon the condominium properties; and the proceeds received from any such installation will be the property of the Developer. It may also make agreements with individual condominium apartment owners to provide services not herein specified.

The invalidity of any term or provision of this Management Agreement, or of any part of any term or provision, will not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set forth their hands and seals.

Executed in the presence of:

KINGSWOOD, INCORPORATED,
a Florida corporation

GERALD R. BELL

By _____
Angela McLaughlin, President

BEATRICE B. SISSON Attest: _____
Robert McLaughlin, Secretary

KINGSWOOD ASSOCIATION #2 INC.,
a Florida corporation

GERALD R BELL

By _____
Angela McLaughlin, President

BEATRICE B SISSON Attest: _____
Robert McLaughlin, Secretary

STATE OF FLORIDA)
COUNTY OF [redacted] MARTIN) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA McLAUGHLIN and ROBERT McLAUGHLIN, respectively President and Secretary of KINGSWOOD, INCORPORATED, to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and seal this 7th day of JANUARY, 1974.

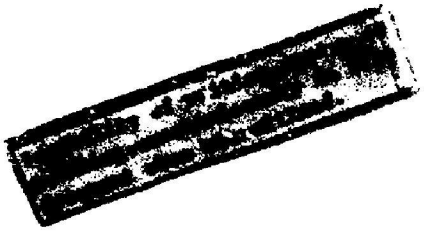
DONALD N. JOHNS
Notary Public
My commission expires: OCT. 8, 1976

STATE OF FLORIDA }
COUNTY OF MARTIN } SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANGELA MCLAUGHLIN AND ROBERT McLAUGHLIN, RESPECTIVELY President and Secretary of KINGSWOOD ASSOCIATION #2 INC., to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

WITNESS my hand and seal this 7th day of January 1974.

DONALD K JOHNS
Notary Public
My commission expires 10/8/76



O.R. BOOK 411 PAGE 2404

The Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, lying South of State Road A-1-A, Martin County, Florida: Less the Westerly 250' thereof

Less the following described parcels of land:

The East 300 feet (measured at right angles to the West line of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East) of that portion of the Northeast Quarter of the Southwest Quarter of Section 2, Township 38 South, Range 41 East,lying South of State Road A-1-A, Martin County, Florida.

Start at the Northeast corner of the Southwest one quarter of Section 2, Township 38 South, Range41 East, Martin County, Florida; Thence run South 0° 24' 40" West along the East line of said South west one quarter, a distance of 1331.68 feet; Thence run North 89° 29' 20" West a distance of 300 feet; Thence run North 0° 24' 40" East a distance of 907.24 feet; Thence run South 73° 28' 00" West a distance of 140.54 feet to the Point of Beginning; Thence continue to run South 73° 28' 00" West a distance of 100.42 feet; Thence run South 0° 24' 40" West a distance of 137.94 feet; Thence run North 73° 35' 20" East a distance of 100.84 feet; Thence run North 21° 41' 40" West a distance of 19.75 feet; Thence run North 68° 18' 20" East a distance of 40.28 feet; Thence run North 15° 46' 20" West a distance of 108.88 feet to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38 South, Range 41 East, Martin County, Florida; thence run South 00° 24' 40" West along the East line of said Southwest Quarter, a distance of 1331.68'; thence run North 89° 29' 20" West a distance of 939.44' to the point of beginning. Thence continue to run North 89° 29' 20" West a distance of 150'; Thence run North 00° 47' 10" East a distance of 236.54'; Thence run South 45° 30' East a distance of 206.67'; Thence run South 00° 24' 40" Wide a distance of 95' to the Point of Beginning.

Start at the Northeast corner of the Southwest Quarter of Section 2, Township 38South, Range 41 East, Martin County, Florida, Thence run South 00° 24' 40" West a distance of 1331.68; Thence run North 89° 29' 20" West a distance 650'; Thence run North 00° 24' 40" East a distance of 704' to the Point of Beginning; Thence continue to run North 00° 24' 40" East a distance of 20'; Thence run North 89° 35' 20" West a distance of 20'; Thence run South 89° 35' 20" East a distance of 20' to the Point of Beginning.

Land of Kingswood Condominium #2

BYLAWS

KINGSWOOD ASSOCIATION, [redacted] NO. 2, INC.

1. IDENTITY.

These are the Bylaws of KINGSWOOD ASSOCIATION, NO 2, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of operating condominiums established by KINGSWOOD, INCORPORATED, a Florida corporation, hereinafter called the Developer. The units of such condominiums will be apartments of various types.

1.1. The office of the Association will be at 2150 SOUTH East Ocean Boulevard, Stuart, Florida.

1.2. The fiscal year of the Association will be the calendar year.

1.3. The seal of the corporation will bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. MEMBERS' MEETINGS.

The members of the Association will be the owners of the apartments of said condominiums.

2.1. The annual members' meeting will be held at 1:30 P.M., Eastern Standard Time, on the 3rd [redacted] FRIDAY in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting will be held at the same hour on the same day that is not a legal holiday.

2.2. Special members' meetings will be held whenever called by the President or by a majority of the Board of Directors; and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3. Notice of all members' meetings stating the time and place and the objects for which the meeting is called will be given by the President or Secretary or Assistant Secretary unless waived in writing. Such notice will be in writing to

each member at his address as it appears on the books of the Association and will be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing will be given by affidavit of the person giving the notice. Notice of a meeting may be waived before or after the meeting.

2.4. A quorum at members' meetings will consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present will constitute the acts of the members, except when approval by a greater number of members is required by the Declarations Of Condominium, the Articles of Incorporation or these Bylaws.

2.5. Voting.

a. The owner of each apartment will be entitled to one vote; and if one owner owns more than one apartment he will be entitled to one vote for each apartment owned.

b. If an apartment is owned by one person, his right to vote will be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment will be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary or Assistant Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary or Assistant Secretary of the Association. Such certificates will be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and will be valid only for the particular meeting designated in the proxy and must be filed with the Secretary or Assistant Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

a. Election of chairman of the meeting
b. Calling of the roll and certifying of proxies
c. Proof of notice of meeting or waiver of notice

LAW OFFICES OF COE BROBERG AND REID, PALM BEACH, FLORIDA 33480

d. Reading and disposal of any unapproved minutes
e. Reports of officers
f. Reports of committees
g. Election of Directors
h. Unfinished business
i. New business
j. Adjournment

2.9. Proviso. Provided however, that until the Developer elects to terminate its control of the Association, or until December 31, 1980, whichever first occurs, the proceedings of all meetings of members of the Association will have no effect unless approved by the Board of Directors.

3. DIRECTORS.

3.1. Membership. The affairs of the Association will be managed by a board of not less than three nor more than nine (9) directors, the exact number to be determined at the time of election.

3.2. Election of directors will be conducted in the following manner:

a. Election of directors will be held at the annual members' meetings.

b. A nominating committee of five (5) members will be appointed by the Board of Directors not less than 15 days prior to the annual members' meeting. The committee will nominate one person for each director then serving. Nominations for additional directorships created at the meeting will be made from the floor, and other nominations may be made from the floor.

c. The election will be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There will be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members will be filled by the remaining directors.

e. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created will be filled by the members of the Association at the same meeting.

f. Provided, however, that until the Developer elects to terminate its control of the Association, or until December 31, 1980, whichever first occurs, the first directors of the Association will serve; and, in the event of vacancies, the remaining directors will fill such vacancies and if there are no remaining directors, the vacancies will be filled by the Developer.

3.3. The term of each director's service will extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4. The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected; and no further notice of such organizational meeting will be necessary.

3.5. Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary or Assistant Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting will be given personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

3.7. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver will be deemed equivalent to the giving of notice.

3.8. A quorum at directors' meeting will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declarations Of Condominium, the Articles of Incorporation or these Bylaws.

3.9. Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting will constitute the presence of such director for the purpose of determining a quorum.

3.11. The presiding officer of directors' meetings will be the chairman of the Board of Directors if such an officer has been elected; and if none, the President will preside. In the absence of the presiding officer, the directors present will designate one of their number to preside.

3.12. The order of business at directors' meetings will be:

a. Calling of roll
b. Proof of due notice of meeting
c. Reading and disposal of any unapproved minutes
d. Reports of officers and committees
e. Election of officers
f. Unfinished business
g. New business
h. Adjournment

3.13. Directors' fees will not be paid.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association will be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically herein or elsewhere required.

5. OFFICERS.

5.1. The executive officers of the Association will be a President, who will be a director, a Secretary, a Treasurer, and an Assistant Secretary, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

5.2. The President will be the chief executive officer of the Association. He will have all of the powers and duties usually vested in the office of President of an association, including but not limited to the powers to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3. The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.

5.4. The Secretary will keep the minutes of all proceedings of the directors and the members. He will attend to the giving and serving of all notices to the members and directors and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.

LAW OFFICES OF COE BROBERG AND REID PALM BEACH FLORIDA 33480

5.5. The Treasurer will have custody of all property of the Association, including funds, securities and evidences of indebtedness. He will keep the books of the Association in accordance with good accounting practices; and he will perform all other duties incident to the office of Treasurer.

5.6. The Assistant Secretary in the absence or disability of the Secretary will perform the duties of the Secretary. He will also assist the Secretary generally and perform such other duties as shall be prescribed by the directors.

5.7. No compensation will be paid to officers of the Association.

6. FISCAL MANAGEMENT.

The separate condominiums established by the Developer upon the lands described in the Articles of Incorporation will, in fiscal matters, be managed as a single entity, but each condominium will pay its proportionate share of common expenses. However, such fiscal management will be governed by the provisions of any agreements made by the Association for the management and operation of the condominiums, during the terms of such agreements.

In the event such agreements are not made, or if they do not contain provisions for fiscal management, or at the termination of any such agreements, fiscal management will be as set forth in the Declarations of Condominium and these Bylaws, supplemented by the following:

6.1. Accounts. The receipts and expenditures of the Association will be credited and charged to such accounts as shall be appropriate. All expenditures will be common expenses.

6.2. Budget. The Board of Directors will adopt a combined budget for each fiscal year that will include the estimated funds required to defray current expenditures and to provide and maintain funds for any other accounts and reserves, according to good accounting practices.

Copies of the budget and proposed assessments will be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget will be furnished to each member.

6.3. Proviso. Provided, however, that until the Developer elects to terminate its control of the Association, or until December 31, 1980, whichever first occurs, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

6.4. Assessments. Assessments against the apartment owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assess-

ment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors; and the unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessment is made.

6.5. Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half of the members, the assessment will become effective, and it will be due after 30 days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7. The depository of the Association will be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association will be deposited. Withdrawals of moneys from such accounts will be only by checks signed by such persons as are authorized by the directors.

7. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. AMENDMENTS.

These Bylaws may be amended in the following manner:

8.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

8.2. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such

approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than 80% of the votes of the entire membership of the Association; or

c. until the first election of directors, only by all of the directors; provided the amendment does not increase the number of apartments or alter the boundaries of the common elements.

8.3. Proviso. Provided, however, that no amendment will discriminate against any member, unless the member so affected shall consent; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment, or affect or impair the rights of a lessor under any leases made by the Association.

The foregoing were adopted as the Bylaws of KINGSWOOD ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors.

Secretary

Approved:

President

ARTICLES OF INCORPORATION

OF

KINGSWOOD ASSOCIATION NO. 2, INC.
(A Condominium Association)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

Name

The name of the corporation will be KINGSWOOD ASSOCIATION NO. 2, INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE 2

Purpose

2.1. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 711, Florida Statutes, for the operation of condominiums to be established by KINGSWOOD, INC., a Florida corporation, hereinafter called the Developer, or its assigns, upon parcels of land in Martin County, Florida.

The Developer, or its assigns, will offer the units of such condominiums for sale.

2.2. The Association will make no distributions of income to its members, directors or officers.

ARTICLE 3

Powers

The powers of the Association will include and be governed by the following provisions:

3.1. The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2. The Association will have all of the powers and duties set forth in the Condominium Act and in Chapter

617, Florida Statutes, except as limited by these Articles and the Declarations of Condominium for the condominiums operated by the Association; and it will have all of the powers and duties reasonably necessary to operate said condominiums pursuant to their separate Declarations of Condominium, as they may be amended from time to time, including but not limited to the following:

A. To make and collect assessments against members to defray the costs, expenses and losses of the separate condominiums.

To use the proceeds of assessments in the exercise of its powers and duties.

C. To maintain, repair, replace and operate the condominium properties.

D. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as condominium unit owners.

E. To reconstruct improvements after casualty and to further improve the condominium properties.

F. To make and amend reasonable rules and regulations respecting the use of the condominium properties.

G. To approve or disapprove the transfer, mortgage and ownership of condominium units as may be provided by the separate Declarations of Condominium and the Bylaws of the Association.

H. To enforce by legal means the provisions of the Condominium Act, the separate Declarations of Condominium, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the condominium properties.

I. To contract for the management, operation and maintenance of the condominiums, including their common elements, and of any recreational facilities leased to it; and to thereby delegate all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the membership of the Association.

J. To lease such portions of the common elements of the condominiums as are susceptible to separate management and operation.

K. To enter into leases, as Lessee, whereby recreational facilities and lands upon which such facilities are or will be located are demised to the Association. Said leases may create liens upon the condominium properties, including all condominium units and they may require rent and other monies due thereunder to be common expenses of the condominiums.

L. To employ personnel to perform the services required for the proper management, operation and maintenance of the condominiums, including their common elements, and of any recreational facilities owned by it.

3.3. All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

ARTICLE 4

Members

4.1. The members of the Association will consist of all of the record owners of the condominium units in the condominiums; and after termination of any condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of condominium units in the remaining condominiums.

4.2. After receiving approval of the Association, change of membership will be established by recording in the public records of Martin County, Florida, of a deed or other instrument establishing a record title to a condominium unit and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his condominium unit.

4.4. The owner of each condominium unit will be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights will be determined by the Bylaws of the Association.

ARTICLE 5

Directors.

5.1. The affairs of the Association will be managed by a board consisting of the number of directors determined by

the Bylaws of the Association, but by not less than three (3) directors; and in the absence of such determination the board will consist of three (3) directors. Directors need not be members of the Association.

5.2. Directors of the Association will be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

5.3. The first election of directors will not be held until after the Developer, or its assigns, has closed the sales of all of the condominium units to be established by it upon lands in Martin County, Florida (as will be more specifically described in its Declarations of Condominium showing the Association as the operating entity), or until it elects to terminate its control of the Association, or until December 31, 1983, whichever first occurs. The directors named in these Articles will serve until the first election of directors and any vacancies in their number occurring before the first election will be filled by the remaining directors.

5.4. The names and residence addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

ANGELA C. McLAUGHLIN	2100 East Ocean Boulevard Building 1, Apartment 5 Stuart, Florida 33494
ROBERT W. McLAUGHLIN, JR.	2100 East Ocean Boulevard Building 1, Apartment 5 Stuart, Florida 33494
NEAL JOHNS	813 East 5th Street Stuart, Florida 33494
RUDOLF MAIRER	1500A Palm City Avenue Stuart, Florida 33494

ARTICLE 6

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

President	ANGELA C. McLAUGHLIN 2100 East Ocean Boulevard Building 1, Apartment 5 Stuart, Florida 33494
Secretary	ROBERT W. McLAUGHLIN, JR. 2100 East Ocean Boulevard Stuart, Florida 33494

Assistant Secretary	NEAL JOHNS 813 East 5th Street Stuart, Florida 33494
Assistant Secretary	RUDOLF. MAIRER 1500A Palm City Avenue Stuart, Florida 33494
Treasurer	ROBERT W. McLAUGHLIN, JR. 2100 East Ocean Boulevard Building 1, Apartment 5 Stuart, Florida 33494

ARTICLE 7

Indemnification

Every director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any matter or proceeding or any settlement of any matter or proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement the indemnification will apply only when the Board of Directors approves such settlement and reimbursements being for the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8

Bylaws

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

ARTICLE 9

Amendments

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

9.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided:

A. Such approvals must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

B. by not less than eighty percent (80%) of the votes of the entire membership of the Association; or

C. until the first election of directors, only by all of the directors.

9.3. Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium units; no amendment will make any changes in paragraph 5.3. of the Article 5 hereof, without the approval of the Developer; and no amendment will be made that is in conflict with the Condominium Act or the Declarations of Condominium.

9.4. A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the public records of Martin County, Florida.

ARTICLE 10

This corporation shall have perpetual existence.
Term

The names and residence addresses of the subscribers of these Articles of Incorporation are as follows:

ANGELA C. McLAUGHLIN
2100 East Ocean Boulevard
Building 1, Apartment 5
Stuart, Florida 33494

ROBERT W. McLAUGHLIN, JR.
2100 East Ocean Boulevard
Building 1, Apartment 5
Stuart, Florida 33494

NEAL JOHNS
813 East 5th Street
Stuart, Florida 33494

RUDOLF MAIRER
1500A Palm City Avenue
Stuart, Florida 33494

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 13th day of December, 1973.

Angela C. McLaughlin

Angela C. McLaughlin

Robert W. McLaughlin Jr.

Robert W. McLaughlin, Jr.

Neal Johns

Neal Johns

Rudolf Mairer

Rudolf Mairer

STATE OF FLORIDA)
COUNTY OF MARTIN) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, ANGELA C. McLAUGHLIN and she acknowledged to and before me that she executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 13 day of December, 1973.

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 4, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF MARTIN) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, ROBERT W. McLAUGHLIN, JR. and he acknowledged to and before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 14 day of Dec., 1973.

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 8, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF MARTIN) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, NEAL JOHNS and he acknowledged to and before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 13 day of December, 1973.

[signature]
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 9, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF FLORIDA)
COUNTY OF MARTIN) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, RUDOLF MAIRER and he acknowledged to and before me and he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 13 day of December, 1973.

[signature]
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 4, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

FILED FOR RECORD
MARTIN COUNTY, FLA.
76 DEC 22 P 1:38
LOUISE [illegible] ACS
CLERK CIRCUIT COURT
BY [illegible] D.C.

O R BOOK 411 PAGE 2421

- 3 -

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Stephen Mayer

Title of Item:

MINOR AMENDMENT TO AVONLEA PUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2438-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION NUMBER 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The New Avonlea PUD was approved via Ordinance 2307-2015 and included an exhibit #11 entitled the Off-Site Infrastructure Plan (the plan). The intent of the plan was outlined in Condition #25, which currently states: The Off-Site Infrastructure plan (Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1 and 2 of 2, dated 1.11.16) identifies the phasing of delivery of sidewalks, street and intersections, street furniture, landscaping, parking, lighting, utilities and storm water improvements, which is in addition to the Master Parcel Plan. The Off-Site Infrastructure Plan shall be reviewed for each phase of development of this PUD. Amendments to the Off-Site Infrastructure Plan shall be processed through a minor PUD amendment in order to secure a consistency of improvements throughout the PUD and to account for any off-site infrastructure provided by the City. Any amendment to the Off-Site Infrastructure Plan will necessitate a review and potential updating of the approved REDA agreement (Resolution 01-2018 CRA Avonlea Real Estate Development accelerator).

The New Avonlea PUD (applicant) has requested to modify the plan due to more specific survey and engineering work, which has revealed challenges to completing the plan as originally conceived. The applicant has proposed the following changes to the plan:

1. Sidewalks. Proposed to eliminate the proposed sidewalk on the south side of Baker Road, where grade changes and slopes into protected wetlands create a challenge to development. The pedestrian connection is preserved by the existing pedestrian connection on the north side of Baker Road. The applicant is also proposing an observation deck amenity to Parcel 12 to allow pedestrians to view the wetland. No other sidewalk is being removed from the plan.

2. Gateway/Project Identity Features. These features were included in the plan to provide the conceptual locations and design of identity features and potential public art locations. The applicant has proposed a more specific design for the identity feature for Parcel 2 and 12, and has modified the locations slightly. The applicant has also added a notation that these features are conceptual and the final design and locations will be established at final site plan.

3. Mid-Block Crossings. The original plan included a mid-block crossing at the western end of Baker Road. Since the applicant is proposing the removal of the sidewalk on the southern side of Baker Road, the mid-block would no longer be useful and is proposed to be removed as well. The applicant has added at staff's request, striped pedestrian crossings on the south side of the Baker Road and Green River Parkway traffic circle and at

the Dixie Highway intersection.

4. Cross Sections. The applicant has continued their commitment to provide conceptual cross sections that include the material, dimensions and design of mid block crossings and sidewalks. Furthermore, at staff's request, the applicant is adding conceptual street furniture details, which include benches, lighting, trash receptacles, and bike racks.

5. Responsibility zones. At the request of staff and the LPA during previous amendments to the New Avonlea PUD, the applicant has provided a color coded plan that demonstrates which parcel in the PUD is responsible for the provision of the off-site infrastructure on the plan. The proposed plan now provides a responsible property for all areas within the PUD. This will give the City the assurance that all of the off-site areas have a dedicated and predictable phase in which the work is expected to be completed. Further amendments will now be more streamline as it relates to the timing of the off-site infrastructure completion.

6. Utility provider information. The applicant has added a line to demark the parcels in which the City is responsible for providing utilities versus Martin County.

7. There is also portions of the plan that are subject to TAP grant funds which would allow the City to apply and receive FDOT funds to build cross walks an
d sidewalks. In the event that the City can obtain grant funds and expedite the construction timeline, the parties have agreed that the City shall have the right to complete the work based upon the grant specifications.

Staff has worked with the applicant on the revised plan and accepts the modifications. Ordinance 2438-2020 only revises the plan as an exhibit and the condition that refers to the plan. Concurrent to this application is a modification to the Real Estate Development Accelerator (REDA) agreement, as the REDA agreement refers to the original off-site improvement plan and must now be amended to include the proposed changes.

On May 5th, the Community Redevelopment Board (CRB) voted to recommend approval of the minor PUD amendment. The applicant has revised the proposed off-site infrastructure plan (attached) to include the location of the wetland overlook within Parcel 12.

Funding Source:

N/A

Recommended Action:

Motion to recommend approval of Ordinance 2438-2020 on second reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2438-2020	4/24/2020	Ordinance add to Y drive
🗋	Proposed Off-Site Infrastructure Plan	5/13/2020	Exhibit
🗋	Existing Off-Site Infrastructure Plan	4/23/2020	Attachment
🗋	Minor PUD Justification Statement	4/23/2020	Attachment
🗋	5-5-2020 CRB Minutes	5/14/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2438-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on June 8, 2015, the City Commission adopted Ordinance No. 2307-2015, whereby establishing the "New Avonlea PUD" which consists of a Master Parcel Plan and provides that any future development activities on any of the project's multiple parcels (with the exception of Phase II of an existing Avonlea Commerce Center Parcel) shall require a master site plan approval thru a major PUD amendment, further requiring that an off-site infrastructure plan be added to the Master Parcel Plan at the time of first amendment; 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 New Avonlea PUD included an Off-Site Infrastructure Plan consistent with the master PUD and anticipated development; and

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

WHEREAS, the Avonlea Improvement Company, LLC (the Owner and Applicant) is now requesting a further minor amendment to the PUD to provide for a revised Off-Site Infrastructure Plan; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting held on May 26, 2020, to consider the application of the Owners for the property to approve the minor amendment to the PUD.

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

SECTION 1: 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 revised conditions of development for the property are attached hereto as **Exhibit "C"** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 2: The following additional documents 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 an additional part of the development conditions applicable to the Property:

11. Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1 thru 4 of 4

SECTION 3: In all other respects and except as amended hereby, Ordinance No. 2307-2015, and the three amendments thereto, shall remain in full force and effect.

SECTION 4: 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 prior contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 5: Following the adoption and acceptance of this Ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) and Resolutions adopting the same, the City Commission may impose or do any or all of the following:

a. Initiate the process to amend or repeal this or any other Ordinance or resolution pertaining to the development.
b. Direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property.
c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this PUD Ordinance by the developer shall be

considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid; the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This Ordinance shall be effective upon the adoption by the City Commission, and proper execution 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.

Passed on first reading the ____ day of _____, 2020.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

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

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS INDUSTRIAL 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:

_____ By:_____

Print Name: _____ Avonlea Improvement Company

_____

Print Name: _____

OWNERS' ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

EXHIBIT "A" – LEGAL DESCRIPTION

AND LESS, HOWEVER, THAT PART THAT LIES SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD #707 AND NE SAVANNAH ROAD.

AND LESS, HOWEVER, THAT PART OF THE NE 1/4 OF THE SE 1/4 OF THE SW 1/4 IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY OF NE SAVANNAH ROAD AND THE EXTENSION OF BAKER ROAD.

AND LESS, HOWEVER, THE EAST 202.00 FEET OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING NORTH ON THE NORTH RIGHT-OF-WAY LINE OF NE BAKER ROAD ACCORDING TO THE PLANS FOR BAKER ROAD EXTENSION (MARTIN COUNTY PROJECT NO. 55-R-5). THE AREA OF THIS PARCEL IS 1.65 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAYS OF RECORD, IF ANY.

TOGETHER WITH

AVONLEA COMMECIAL CENTER
A PARCEL OF LAND LYING IN SECTION 28, T37S, R41E, MARTIN COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 202.00' OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 28, T37S, R41E OF PARCEL 6 AS DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 726, PAGE 1921, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE N89°28'19"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENTION, 348.92' TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY BEING A 60.00' RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE N10°56'26"W ALONG SAID EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY, 381.26' TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 25 AND 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND PHYSICALLY DESCRIBED BY MONUMENTS AND OCCUPATION; THENCE S89°15'48"E ALONG SAID OCCUPIED LINE, 426.24' TO THE POINT OF INTERSECTION WITH THE AFORESAID PARCEL 6; THENCE S00°45'39"W ALONG SAID WEST LINE OF THE EAST 202.00' OF PARCEL 6 A DISTANCE OF 372.11' TO THE POINT OF BEGINNING.

TOGETHER WITH

JENSEN INDUSTRIAL PARK SITE

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE, NORTH 00° 15' 38" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE 861.35 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH SOUTHERLY RIGHT-OF-WAY LINE OF BAKER ROAD EXTENSION; THENCE SOUTH 89° 58' 55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE 1545.39 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 89° 58' 55" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 520.27 FEET; THENCE, SOUTH 20° 06' 54" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 142.51 FEET MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SAVANNAH ROAD; THENCE, SOUTH 49° 53' 54" WEST, ALONG NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 412.74 FEET, MORE OR LESS, TO THE POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CARDINAL AVENUE, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, THENCE, SOUTHERLY, WESTERLY, AND NORTHERLY ALONG SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 78° 51' 33", A DISTANCE OF 103.23 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 585.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 38° 45' 27" EAST, THENCE, NORTHWESTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 39° 47' 31", A DISTANCE OF 406.28 FEET TO THE POINT OF

EXHIBIT "A" – LEGAL DESCRIPTION (con't.)

TANGENCY, THENCE, NORTH 11° 27' 12" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 101° 28' 07", A DISTANCE OF 88.55 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4.06 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD.

THE BEARINGS AS STATED HEREIN ARE BASED ON AN ASSUMED BEARING OF NORTH 00° 15' 38" EAST ALONG THE WEST LINE OF SAID SECTION 28.

LESS, HOWEVER,

LEGAL DESCRIPTION OF A PORTION OF PROPOSED
GREEN RIVER PARKWAY RIGHT-OF-WAY

A PARCEL OF LAND LYING IN SECTION 28 AND SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE, NORTH 88° 48' 22" WEST, ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 500.00 FEET; THENCE, NORTH 00° 15' 52" EAST DEPARTING SAID SECTION LINE, A DISTANCE OF 55.02 FEET; THENCE, NORTH 33° 12' 44" EAST, A DISTANCE OF 172.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2028.75 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 30' 11", A DISTANCE OF 973.84 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT-OF-WAY LINE OF BASELINE ROAD; THENCE, NORTH 30° 40' 07" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 238.43 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE SOUTH PLAT BOUNDARY LINE OF NORTHWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 1, PAGE 55, PUBLIC RECORDS, MARTIN COUNTY, FLORIDA; THENCE , SOUTH 89° 58' 55" EAST, ALONG SAID SOUTH PLAT BOUNDARY LINE, A DISTANCE OF 10.00 FEET, MORE OR LESS, TO A POINT 40.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID PLAT OF NORTHWOOD SUBDIVISION, THENCE, SOUTH 00° 15' 15" WEST, DEPARTING SAID SOUTH PLAT BOUNDARY LINE, A DISTANCE OF 10.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2148.75 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 34' 54", A DISTANCE OF 1071.89 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 117°38'31", A DISTANCE OF 307.99 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 88° 48' 22" EAST, ALONG A LINE 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 92.47 FEET TO THE INTERSECTION THEREOF WITH THE EAST LINE OF SAID SECTION 29; THENCE, SOUTH 00° 15' 38" WEST ALONG SAID EAST SECTION LINE, A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 29 AND THE POINT OF BEGINNING.

EXCEPTING THE WEST 50 FEET OF THE EAST 420 FEET OF THE NORTH 100 FEET OF THE SOUTH 133 FEET OF SAID SECTION 29 AND EXCEPTING THE RIGHTS-OF-WAY FOR BAKER ROAD EXTENSION AND STATE ROAD NO. 707.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD

EXHIBIT B – LOCATION MAP

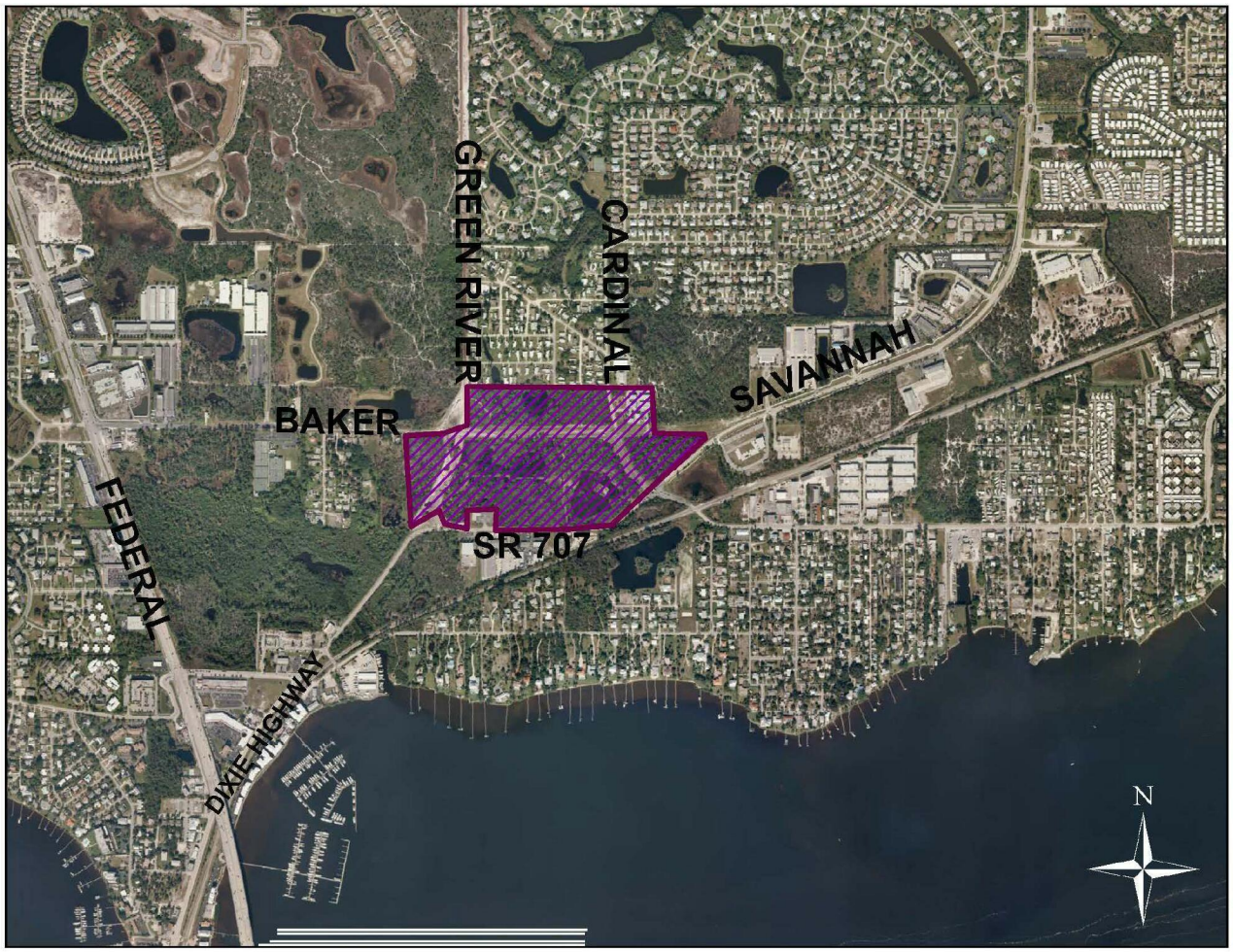
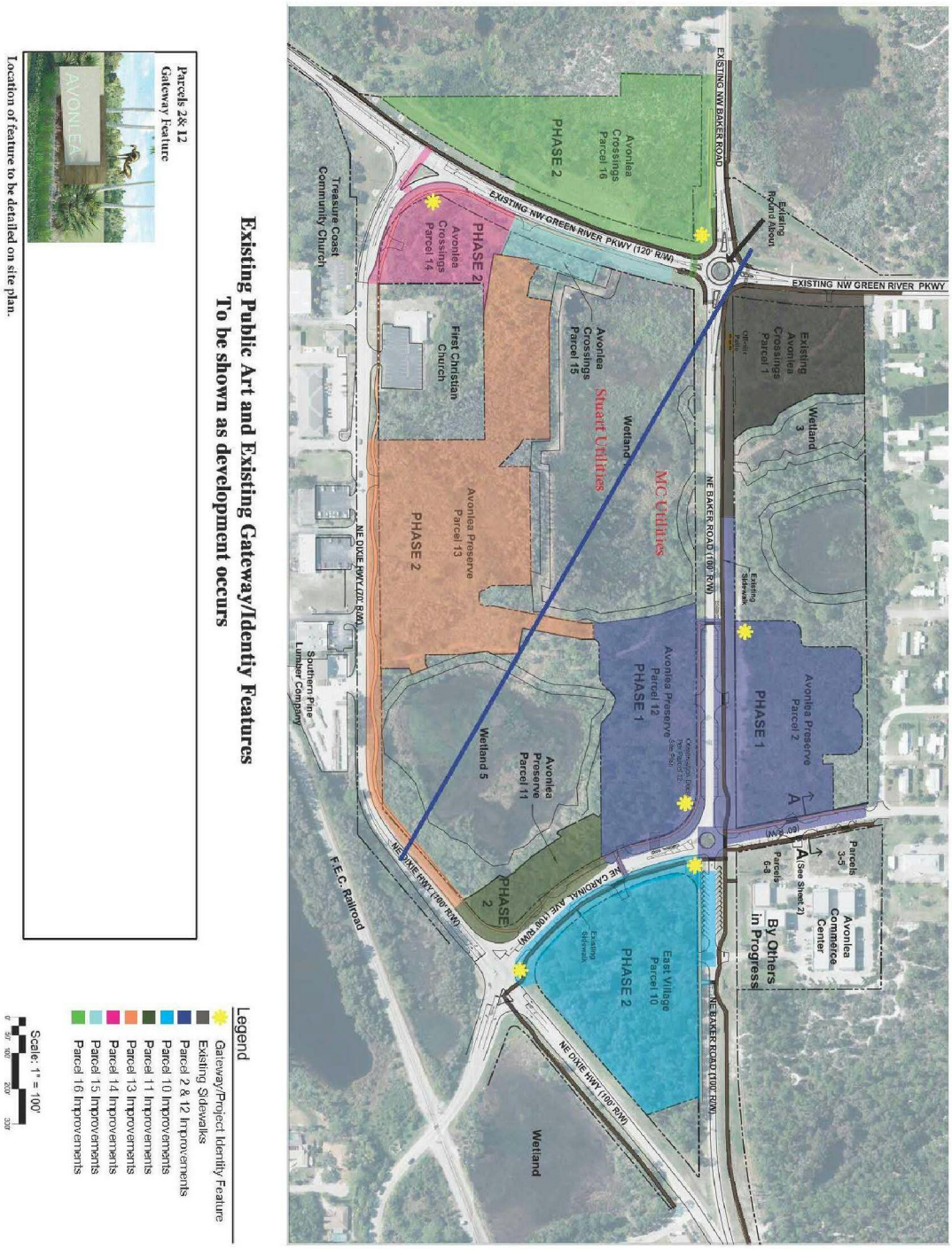


EXHIBIT "C"

Modified conditions of approval.

Off-Site Infrastructure Plan

25. The Off-Site Infrastructure plan (Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1 thru 4 of 4) ~~Sheet 1 and 2 of 2, dated 1.11.16~~) identifies the phasing of delivery of sidewalks, street and intersections, street furniture, landscaping, parking, lighting, utilities and storm water improvements, which is in addition to the Master Parcel Plan. The Off-Site Infrastructure Plan shall be reviewed for each phase of development of this PUD. Amendments to the Off-Site Infrastructure Plan shall be processed through a minor PUD amendment in order to secure a consistency of improvements throughout the PUD and to account for any off-site infrastructure provided by the City. Any amendment to the Off-Site Infrastructure Plan will necessitate a review and potential updating of the approved REDA agreement (Resolution 01-2018 CRA Avonlea Real Estate Development accelerator).



Existing Public Art and Existing Gateway/Identity Features
To be shown as development occurs

Parcels 2& 12
Gateway Feature

Location of feature to be detailed on site plan.

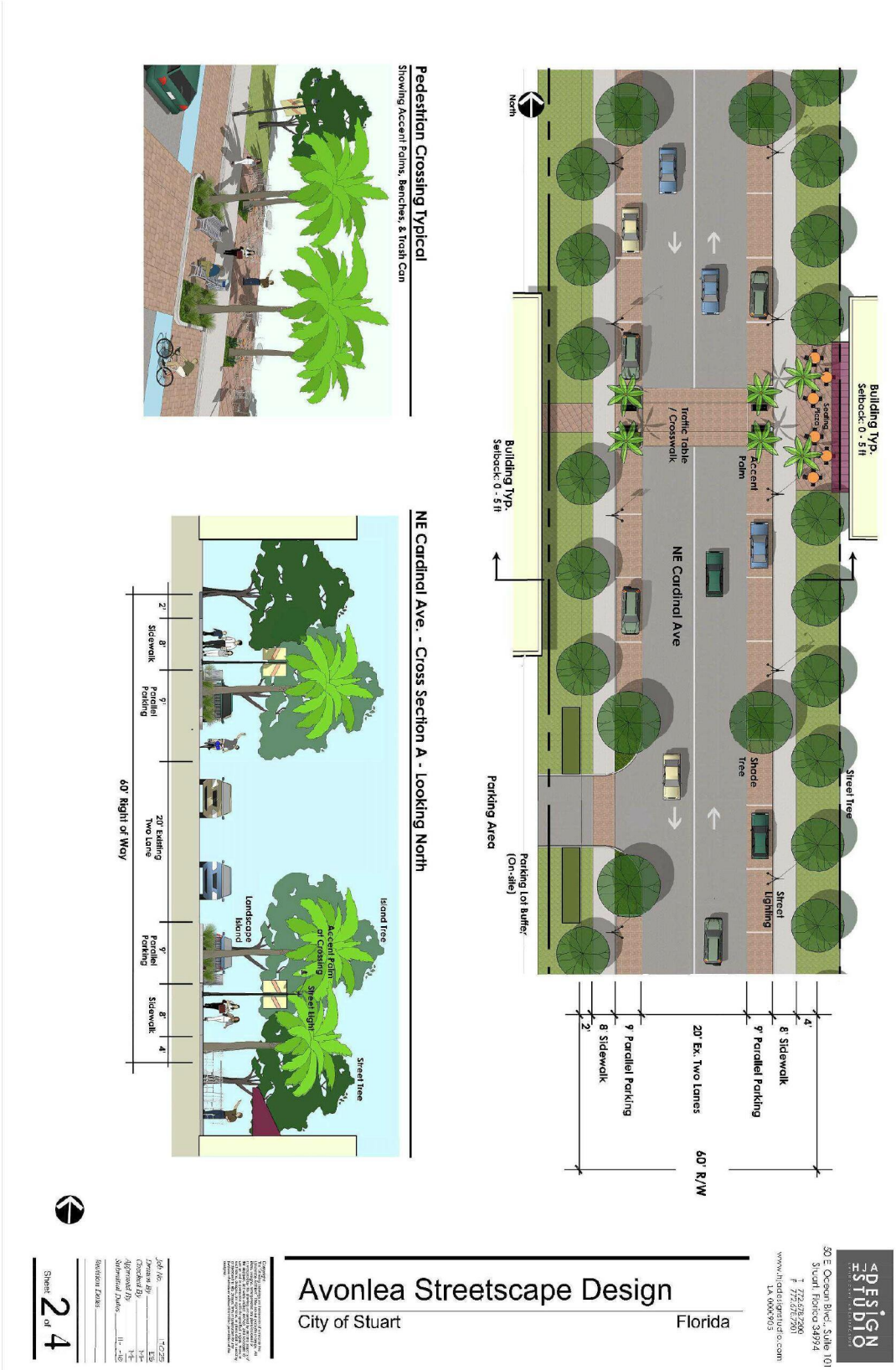
Legend

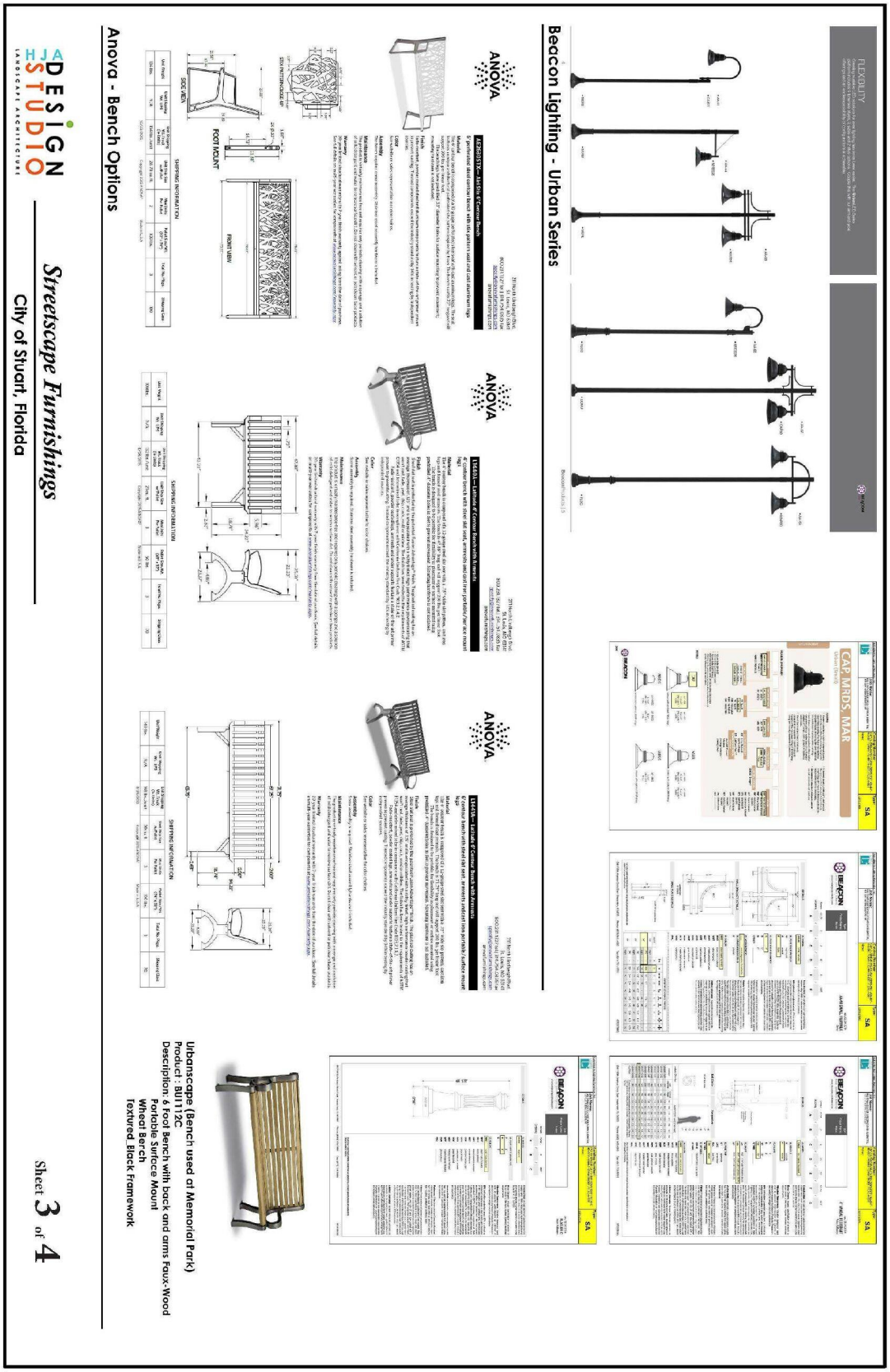
- Gateway/Project Identity Feature
- Existing Sidewalks
- Parcel 2 & 12 Improvements
- Parcel 10 Improvements
- Parcel 11 Improvements
- Parcel 13 Improvements
- Parcel 14 Improvements
- Parcel 15 Improvements
- Parcel 16 Improvements

Scale: 1" = 100'

NEW AVONLEA PUD
OFFSITE IMPROVEMENT PLAN

Sheet 1 of 4


Pedestrian Crossing Typical
Showing Accent Palms, Benches, & Trash Can
NE Cardinal Ave. - Cross Section A - Looking North
Island Tree
Accent Palm at Crossing
Street Light
Landscape Island
Street Tree
2' Sidewalk
8' Parallel Parking
20' Existing Two Lane
9' Parallel Parking
8' Sidewalk
4'
60' Right of Way
North
Building Typ. Setback: 0 - 5 ft
Seating Plaza
Accent Palm
Traffic Table / Crosswalk
NE Cardinal Ave
Shade Tree
Street Lighting
Parking Area
Parking Lot Buffer (On-site)
4'
8' Sidewalk
9' Parallel Parking
20' Ex. Two Lanes
9' Parallel Parking
8' Sidewalk
2'
60' R/W
Avonlea Streetscape Design
City of Stuart
Florida
Sheet 2 of 4


Beacon Lighting - Urban Series
Anova - Bench Options
Streetscape Furnishings
City of Stuart, Florida
HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
Sheet 3 of 4
Urbanscape (Bench used at Memorial Park)
Product: BU112C
Description: 6 Foot Bench with back and arms Faux-Wood
Portable Surface Mount
Wheel Serch
Textured Black Framework

Concepts shown here are for illustrative purposes and are intended to be finalized with staff during the PUD Amendment process for site plan approval.

Project Identity Monuments / Column Features

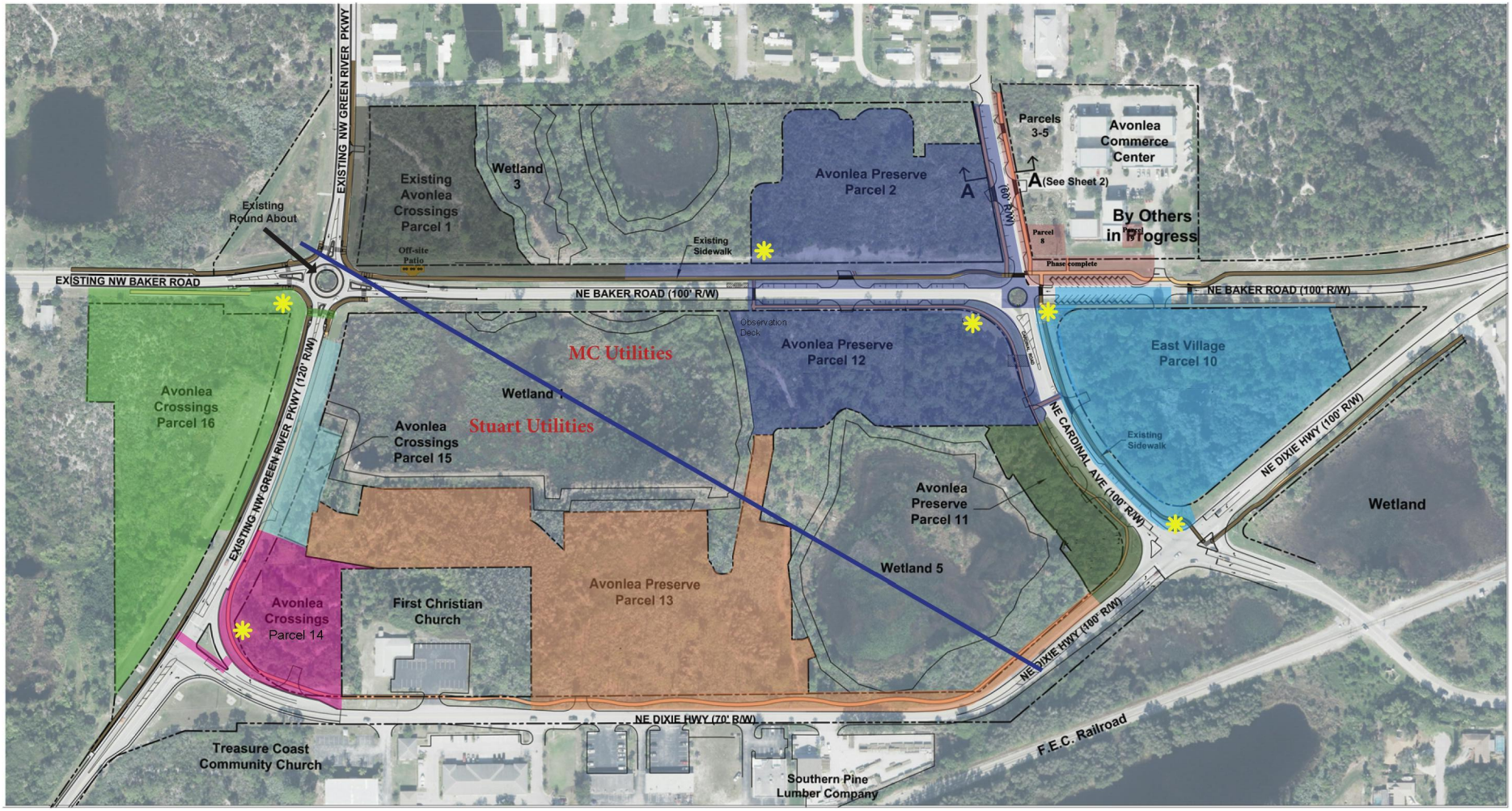
Large & Small Scale Water Features

All items conceptual. Approved site plan details shall control.

Sheet 4 of 4

Site Details

NEW AVONLEA PUD
OFFSITE IMPROVEMENT PLAN



Existing Public Art and Existing Gateway/Identiy Features
To be shown as development occurs

Parcels 2& 12
Gateway Feature



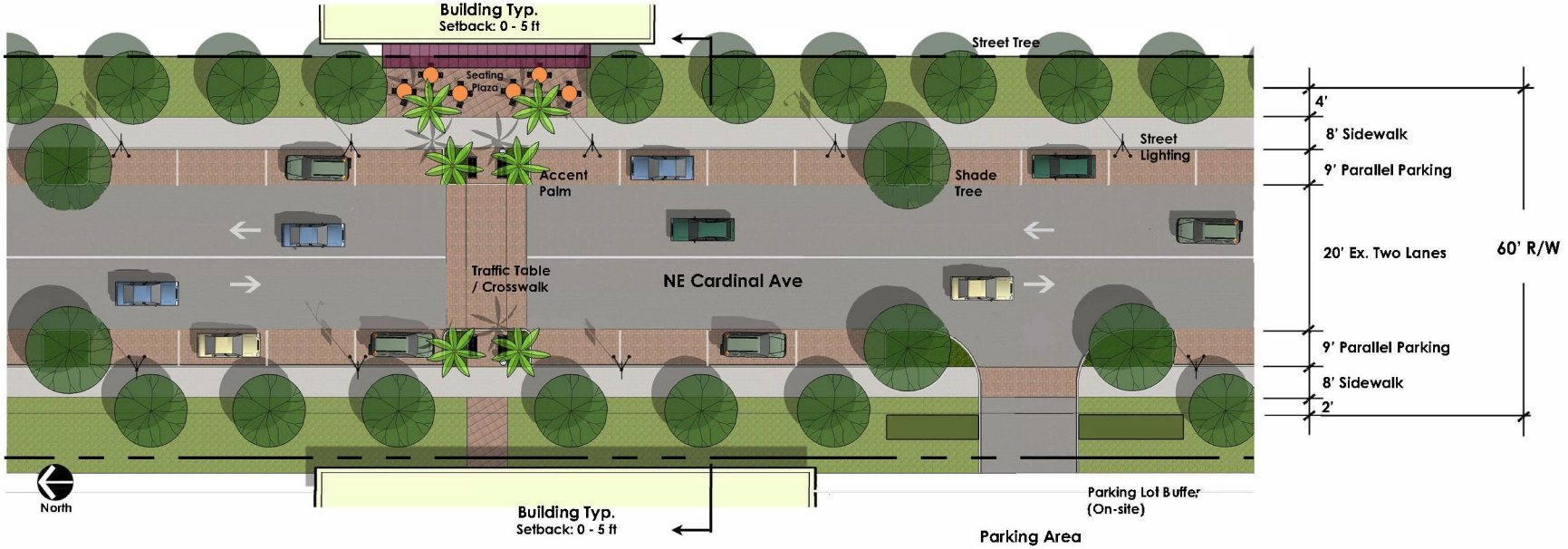
Location of feature to be detailed on site plan.

Legend

- Gateway/Project Identity Feature
- Existing Sidewalks
- Parcel 2 & 12 Improvements
- Parcel 8 & 9 Improvements
- Parcel 10 Improvements
- Parcel 11 Improvements
- Parcel 13 Improvements
- Parcel 14 Improvements
- Parcel 15 Improvements
- Parcel 16 Improvements

Scale: 1" = 100'

0' 50' 100' 200' 300'

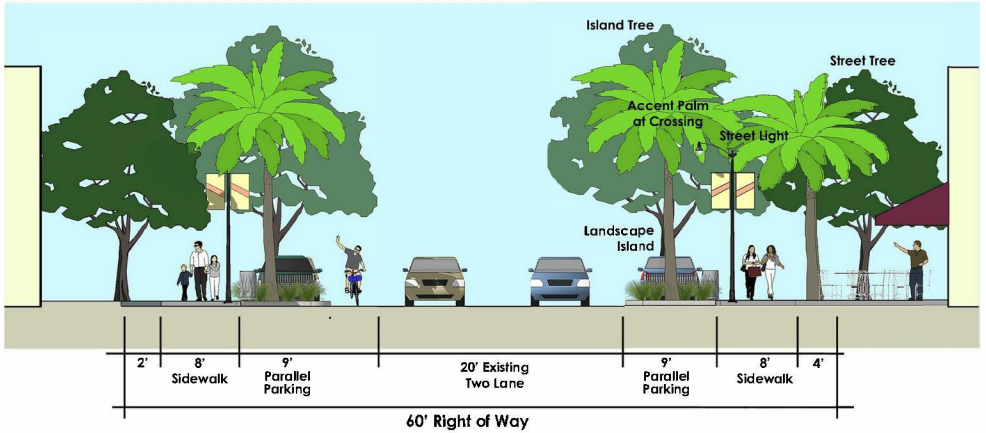


Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can



NE Cardinal Ave. - Cross Section A - Looking North



HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Avonlea Streetscape Design

City of Stuart, Florida

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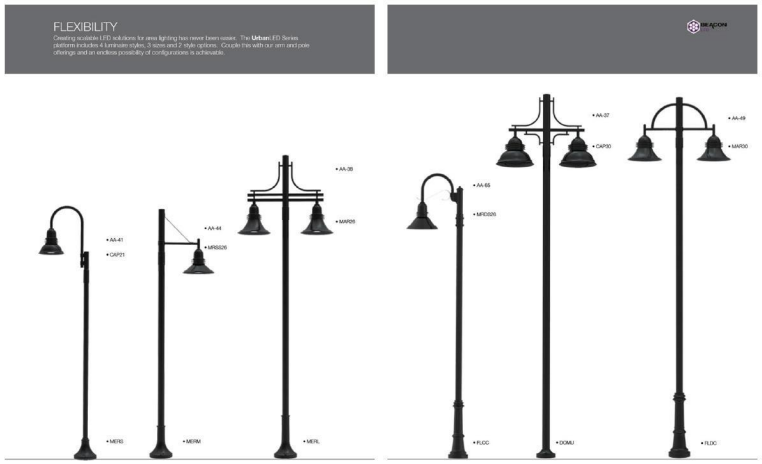
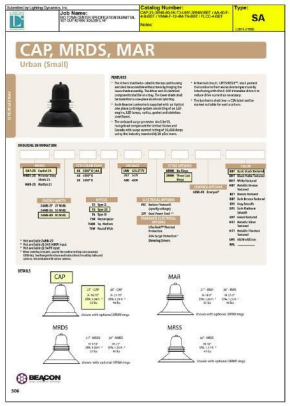
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of the designer.

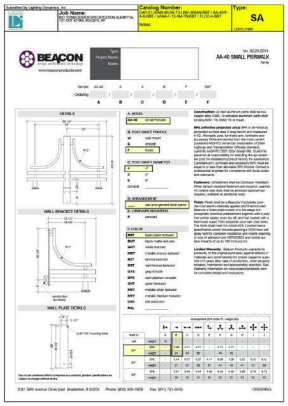
Job No. 17025
Drawn By EG
Checked By MH
Approved By MH
Submittal Dates 11-11-16

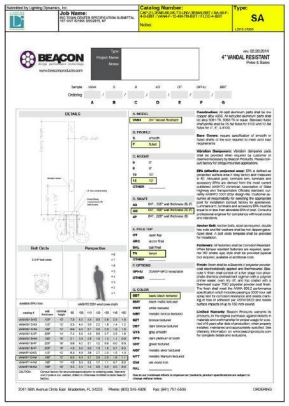
Revision Dates

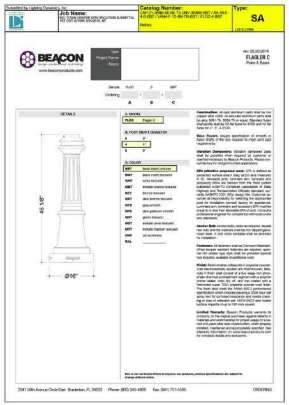
Sheet 2 of 4











Beacon Lighting - Urban Series

ANOVA

211 North Lindbergh Blvd.
St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

AE2680STX— Airi Stix 6' Contour Bench

6' perforated steel contour bench with stix pattern seat and cast aluminum legs



Material
The 6' contour bench is composed of a 10-gauge perforated steel seat with cast aluminum legs. The seat features a unique architectural perforated stix pattern inspired by trees. The bench seat is 72" long and will support 200 lbs. per linear foot.
The bench legs have predrilled .33" diameter holes for surface mounting to prevent movement; mounting hardware is not included.

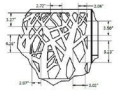
Finish
Fade-resistant, powder coated steel and aluminum components feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

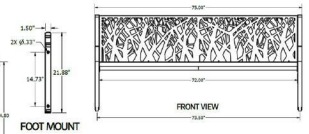
Color
See website or sales representative for color choices.

Assembly
The bench requires some assembly. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.


STIX PATTERN CLOSE-UP





SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (72" x 74")	Total No. Pkgs.	Shipping Class
134 lbs.	N/A	154 lbs./unit	28.78 cu. ft.	2	300 lbs.	3	100

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L1440A— Latitude 4' Contour Bench with Armrests

4' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs



Material
The 4' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 47.88" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

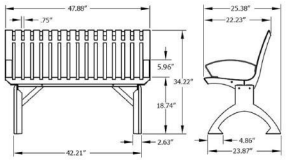
Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM D1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
Some assembly is required. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (48" x 82")	Total No. Pkgs.	Shipping Class
109 lbs.	N/A	132 lbs./unit	21 cu. ft.	3	50 lbs.	3	70

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800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

L1441A— Latitude 6' Contour Bench with Armrests

6' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs



Material
The 6' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 71.75" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

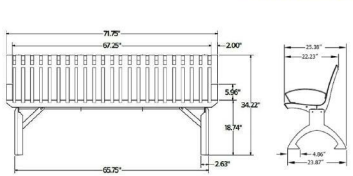
Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM D1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
Some assembly is required. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (74" x 32")	Total No. Pkgs.	Shipping Class
140 lbs.	N/A	168 lbs./unit	30 cu. ft.	3	100 lbs.	3	70

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Urbanscape (Bench used at Memorial Park)
Product : BU1112C
Description: 6 Foot Bench with back and arms Faux-Wood
Portable Surface Mount
Wheat Bench
Textured_Black Framework

Anova - Bench Options

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

Streetscape Furnishings

City of Stuart, Florida

Concepts shown here are for illustrative purposes and are intended to be finalized with staff durring the PUD Amendment process for site plan approval.



Project Identity Monuments / Column Features

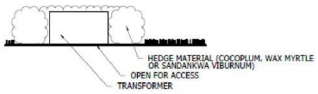


Large & Small Scale Water Features

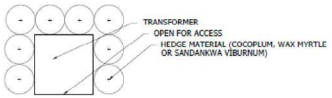
TRANSFORMER DETAIL

NTS

ELEVATION VIEW



PLAN VIEW



LIGHT POLE DETAIL

NTS

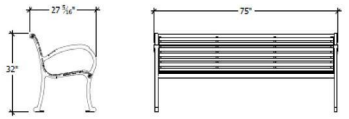


CREE EDGE SERIES
LED
CAST ALUMINUM HOUSING
CONCRETE POLE

OR EQUAL

BENCH DETAIL

NTS

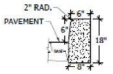




TYPE: DUMOR 160 SERIES BENCH
COLOR: GREEN
FINISH: ZINC RICH AND POLYESTER POWDER COAT

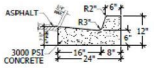
D CURB DETAIL

NTS



F CURB DETAIL

NTS



NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE SLOPE OF ADJACENT PAVEMENT AND THICKNESS OF THE LIP SHALL BE 6 INCHES.

BIKE RACK DETAIL

NTS

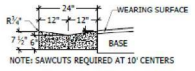


DERO BIKE RACK CO.
STUART HR-3G WELDMENT

HOOP 3G WELDMENT 2000070-B
STUART HR PLATE 1004486-A

VALLEY CURB DETAIL

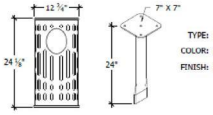
NTS



NOTE: SAWCUTS REQUIRED AT 10' CENTERS

TRASH CAN DETAIL

NTS



TYPE: WABASH VALLEY ASH URN
COLOR: GREEN / RIB PATTERN
FINISH: POWDER COAT

All items conceptual. Approved site plan details shall control.

06082020 CCM

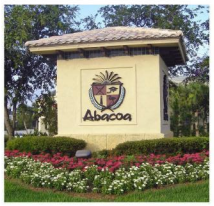
Sheet 4 of 4

Site Details

Page 4 of 4



Examples of Gateway / Project Identity Features



Project Identity Monuments / Column Features




Large & Small Scale Water Features



Landscape Theme

Legend

- Existing Sidewalk / Multi-use Path
- Proposed Sidewalk / Multi-use Path
- Gateway / Project Identity Feature

Scale: 1" = 100'

0' 50' 100' 200' 300'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Avonlea Streetscape Design

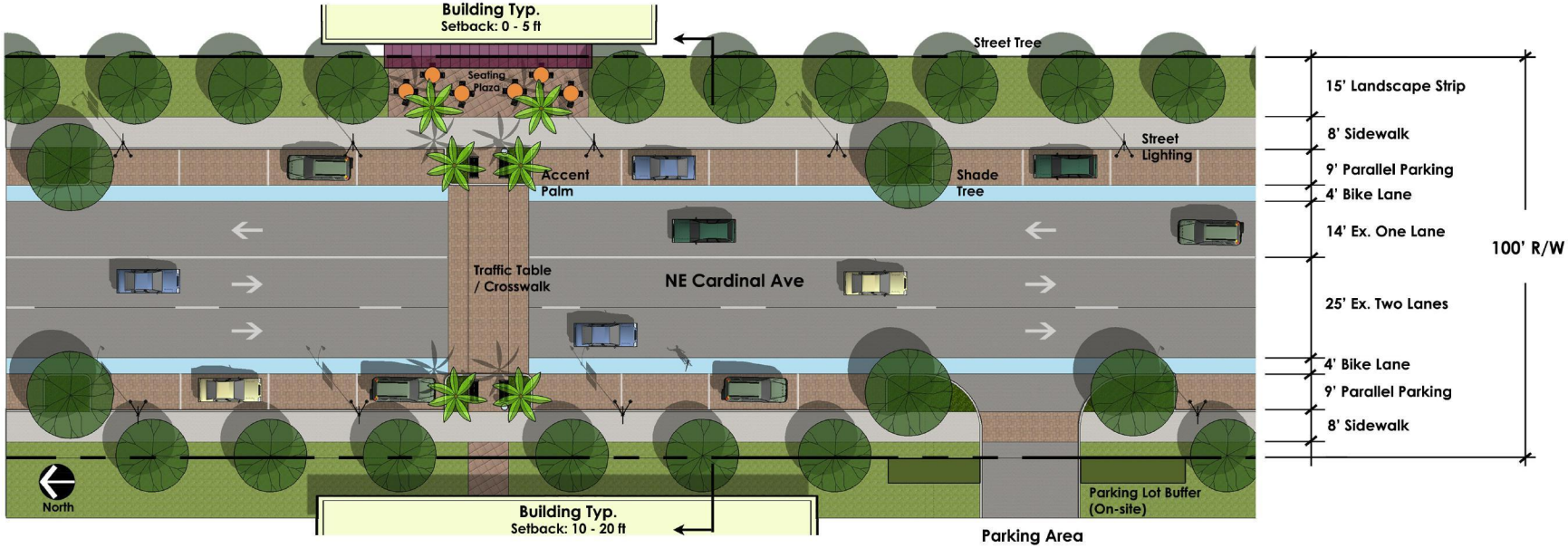
Streetscape Furnishings City of Stuart Florida

Copyright
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	17025
Drawn By	ES
Checked By	MH
Approved By	MH
Submittal Dates	11-11-16
Revision Dates	

Sheet 1 of 2

08012020 CC M

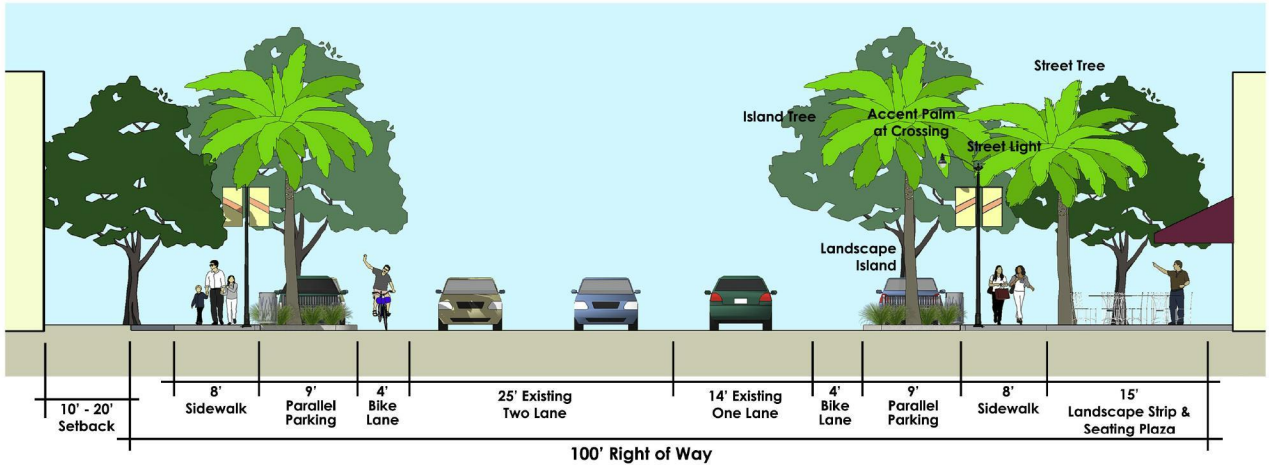


Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can



NE Cardinal Ave. - Cross Section Looking North



HJA DESIGN STUDIO LANDSCAPE ARCHITECTURE

NE Cardinal Ave. - Streetscape Typical

City of Stuart, Florida

Offsite Improvement Amendment

Justification Statement

City of Stuart

Development Department

121 SW Flagler Ave

Stuart, FL 34994

RE: Avonlea PUD Offsite Improvement Plan Amendment

The objective of this submittal is to clarify obligations of developer(s) related to parcels within the New Avonlea PUD. Subsequent to past approvals, survey and engineering work performed has revealed challenges impeding development of the improvements as proposed and recent applications have revealed confusion related to the obligations of parcel owners.

The intention of this amendment is to clarify these issues and develop a more fluid and realistic plan for the proposed offsite improvements at Avonlea.

1. **Sidewalks**

We have proposed amending the plan to eliminate sidewalks where grade changes and slopes into wetlands create challenges to development. These changes are made with the intention of preserving pedestrian connectivity, and connectivity through the project and eliminating potential negative impacts to wetland areas from additional runoff, rubbish and other conditions.

Because the sidewalk on the south side of Baker Road was a requirement of Parcels 2 and 12, we have added a 3rd amenity to that portion of the project in the form of an observation deck in the northwest corner of the parcel.

The challenge:



View East along South Side of Baker Road abutting Wetland 1



View West along south side of Baker Road abutting Wetland 1

Existing Conditions:



Existing Sidewalk along the north side of Baker Road



Existing Sidewalk Along the north side of Baker Road

2. Gateway/Project Identity Features

Gateway/Project Identity Features are designed to be features that identify development areas as part of the Avonlea community and bring art to public places. The location and design of these features is shown in the offsite plan to 1. Identify the party responsible for the feature and 2. Give guidance to the design team and staff in the design of the feature proposed with the parcel to construct the feature. A feature will qualify as a Gateway/Project Identity Feature when it accomplishes the following:

1. Identifies the project as part of Avonlea. Avonlea is noted as the “Important local theme” in accordance with the definition of public art.

2. Is visible, accessible or otherwise available to the public.

The location of the Gateway/Project Identity Feature on the Offsite Improvement Plan is conceptual, the feature may be moved based on the site plan submitted for each parcel so long as the feature is constructed by the responsible party and so long as the feature meets the above criteria.

The gateway/project identity feature may include Art and the Art component of the feature will qualify as art in public places upon approval by the CRB.

Staff may approve features as Gateway/Project Features in the site plan approval process by administrative approval. Upon approval the feature will be added to the Offsite Improvement Plan.

3. Cross Sections

Cross sections will be provided at the time of the site plan approval and will match in concept the Offsite Improvement Plan with adjustments made to accommodate field conditions.

MINUTES

COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION BOARD
MAY 5, 2020 AT 4:00PM
CITY COMMISSION CHAMBERS
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT BOARD MEMBERS
Chair – Frank Wacha
Vice Chair – Nathan Ritchey
Board Member – Faye James
Board Member – Tom Campenni
Board Member – Pete Walson
Board Member – Cristina Maldonado
Board Member – Chris Lewis

ADMINISTRATIVE
Development Director, Kev Freeman
CRA Administrator, Pinal Gandhi-Savdas
Board Secretary, Jordan Pinkston

CALL TO ORDER

ROLL CALL 4PM
Present (physically): Tom Campenni
Present (remotely): Frank Wacha, Nathan Ritchey, Faye James, Pete Walson, Cristina Maldonado, Chris Lewis
Absent: None.

APPROVAL OF MINUTES
Action: Approve.
Moved by: Pete Walson
Seconded by: Chris Lewis
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max):

1) Tracy Barnes (Channel Avenue) – Made comments via ZOOM about the Colorado Shoppes and the drainage issues they cause for property owners.

APPROVAL OF AGENDA
Action: Approve.
Moved by: Tom Campenni
Seconded by: Nathan Ritchey
Motion passed unanimously.

COMMENTS FROM THE BOARD MEMBERS ON NON-AGENDA ITEM:

Faye James stepped away from the meeting remotely.

Frank Wacha said that he will be abstaining from voting on items three and four on the agenda.

COMMUNITY REDEVELOPMENT BOARD

1. R55-2020 Shoppes on Colorado Annex MUCCU

PRESENTATION: Stephen Mayer, Senior Planner
Kristen Brown, Ted Glasrud & Associates
Bill Mathers, Mathers Engineering

COMMENTS FROM THE BOARD MEMBERS:

Cristina Maldonado and Nathan Ritchey questioned the landscaping in the renderings next to Frazier Creek.

Kristen Brown spoke about the landscaping and mangrove maintenance plan.

Nathan Ritchey asked about a parking plan.

Kristen Brown explained that their goal is to keep everything uniform and flow between the two plazas.

Cristina Maldonado asked about neighboring properties.

The applicant presented.

Bill Mathers spoke about the past and current stormwater situation.

Pete Walson expressed his difficulty understanding the applicant's presentation remotely.

COMMENTS FROM THE PUBLIC (5 min. max):

1) Tracy Barnes (Channel Avenue) – Commented on the difficulty of hearing the past presentation. Concerned about the stormwater plan and traffic plan being successful.

COMMENTS FROM THE BOARD MEMBERS:

Faye James remotely logged back into the meeting.

Mike Mortell said that it is appropriate for Faye James to vote if she is comfortable doing so.

Tom Campenni said he was concerned about stormwater and the building not creating an urban setting for Colorado. He said that if we continue to do this it will become a suburban street.

Discussion occurred about the vision for Colorado and current project proposals deviating from the Commission's plan. It was recommended that the board revisit this issue with the commission.

Action: Approve.
Moved by: Pete Walson
Seconded by: Chris Lewis
Motion passed with Board Member Maldonado opposing.

2. Res. No. 53-2020 River House Public Art Proposal

PRESENTATION: Tom Reetz, Senior Planner
Geoffrey Smith, Geoffrey C. Smith Galleries

COMMENTS FROM THE BOARD MEMBERS:

Nathan Ritchey asked for confirmation on the location of the art.

Tom Reetz confirmed the location of the project.

Faye James asked for confirmation on the budget and where the money is coming from.

Frank Wacha said that the funds come from the applicant.

Mike Mortell confirmed that the code requires that they spend 1% of their construction costs on public art, but the applicant has agreed to spend more than that.

The applicant described the landscaping proposed in the project and further details about the project.

COMMENTS FROM THE PUBLIC (5 min. max): None.

Action: Approve.
Moved by: Tom Campenni
Seconded by: Pete Walson
Motion passed unanimously.

3. Ordinance No 2438-2020: New Avonlea PUD Minor Amendment

PRESENTATION: Stephen Mayer, Senior Planner
Nik Schroth, NAI Southcoast

COMMENTS FROM THE BOARD MEMBERS:

Frank Wacha passed the gavel to Vice Chair Ritchey.

Tom Campenni said that this was originally approved 12-14 years ago. He said that the developer should have been responsible for improvements back then and not have the process we currently have.

Pete Walson congratulated the developer on the streetscape.

COMMENTS FROM THE PUBLIC (5 min. max): None.

Action: Approve.
Moved by: Tom Campenni
Seconded by: Chris Lewis
Motion passed unanimously with Frank Wacha abstaining.

4. Resolution No. 04-2020 (CRA) Avonlea REDA Amendment

PRESENTATION: Pinal Gandhi-Savdas, CRA Administrator
Nik Schroth, NAI Southcoast
Tim Hernandez, New Urban Communities

COMMENTS FROM THE BOARD MEMBERS:

Pete Walson left the meeting.

Tom Campenni said that we have twelve parcels, but only ten will be improved so he would like to know what will happen to the remining two.

Nik Schroth explained the status and plan for each parcel.

COMMENTS FROM THE PUBLIC (5 min. max): None.

Action: Approve.
Moved by: Chris Lewis
Seconded by: Cristina Maldonado
Motion passed unanimously with Frank Wacha abstaining.

HISTORIC PRESERVATION BOARD MATTERS: None.

COMMENTS FROM THE BOARD MEMBERS: None.

STAFF UPDATE: None.

ADJOURNMENT
Motion: None.
Action: None was made.
The board adjourned without a motion or second.

Frank Wacha, Chair

Jordan Pinkston, Board Secretary

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** David D. Peters

Title of Item:

TECO GAS FRANCHISE AGREEMENT (RC):

ORDINANCE No. 2441-2020; AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Franchise Agreement with Peoples Gas System, a Division of Tampa Electric Company expired on May 11, 2020.

Staff has negotiated new terms and conditions of the Franchise Agreement to include:

A provision to identify underground facilities that are less than ten (10) feet from an existing building.

A provision to for emergency response training for the Fire Training.

The Franchise Fee of 6% of Gross Revenues has been determined to be industry standards.

A ten (10) year term with two (2) ten (10) year renewal options.

This Second Reading includes a change in Section 14 of the Agreement that identifies the TECO department that will be responsible for incorporating any changes to the City's boundaries.

Funding Source:

N/A

Recommended Action:

Adopt Ordinance 2441-2020 on 2nd Reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2441-2020 TECO Franchise Agreement 2nd Reading	5/29/2020	Ordinance add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2441-2020

AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, The City of Stuart originally entered into a franchise agreement with Peoples Gas System, a Division of Tampa Electric Company on May 11, 2000 for a period of 15 years, with an additional 5-year renewal granted in August, 2015. and

WHEREAS, Peoples Gas System, a Division of Tampa Electric Company and the City of Stuart desire to enter into a franchise agreement for a period of ten (10) years, subject to the renewal provision set forth herein, commencing from the date provided herein; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System, a Division of Tampa Electric Company.

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

SECTION 1: DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

A. "Customer" shall mean any person served by the Company within the corporate limits of the city

B. "City" shall mean the City of Stuart, Martin County, Florida, its successor and assigns.

C. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.

D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.

E. "Effective Date" shall mean the date this Franchise becomes effective as described in Section 22 below.

F. "Franchise" or "Franchise Agreement" shall mean this agreement as passed and adopted by the City and accepted by the Company as provided in Section 22 below.

G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.

H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any customer from the sale, transportation, or distribution of Gas.

I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.

J. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").

K. "Rights-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, sidewalk, public place, or other rights-of-way that are owned by the City.

SECTION 2: GRANT

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with the City, a Distribution System subject to the terms and conditions herein contained.

SECTION 3: TERM

Except as provided in Section 18, the Franchise hereby granted shall be for a period of ten (10 years) from the effective date of this ordinance ; provided, however, that the Franchise will automatically renew for (2) two 10 year terms, unless one of the parties notifies the other, with no less than one hundred and eighty days (180) days' written notice, prior to the expiration of the then current term, that it does not want the Franchise to automatically renew. If either party elects not to renew the Franchise, then the Franchise shall expire upon the conclusion of the then current term.

SECTION 4: ASSIGNMENT

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City.

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged

in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company. The Company shall notify the City Clerk of any lease, assignment or otherwise alienate and transfer of this Franchise in connection with the lease or sale of the Distribution System

SECTION 5: CITY COVENANT

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

SECTION 6: USE OF STREETS

The Distribution System shall be located or relocated and so constructed as not to interfere with, including but not limited to, sanitary sewers, drainage systems, water pipes, electrical conduits, communication cables, or other public utility service facilities, existing at the of such location, relocation or construction. The Company's Distribution System facilities shall not obstruct or interfere with the public uses of streets, roads, highways, or alleys, or create any conditions which are or may become dangerous to the traveling public. Company shall attempt to minimize above grade facilities, and such facilities shall be installed near the outer boundaries of the Rights-of-way when appropriate. The location or relocation of all Distribution System facilities shall be made after Company has received all applicable permits, approval and permissions from the City and such other governmental entities as may be necessary and the locations or relocations shall be subject to the City's approval, In the event that Company is acting in its proprietary function as a retail provided of gas equipment or appliances, Company shall seek the appropriate permits from the City. Company

shall cooperate with the City at all times and shall use commercially reasonable efforts to provide timely and complete information regarding the location of its Distribution System facilities. Company and City shall cooperate and coordinate their efforts to make the most efficient and economical use of the Rights-of-way and the Distribution System facilities.

If any street, highway or avenue is to be paved by the City, the City's Public Works Department shall give written notice to the Company not less than one hundred and eighty (180) days prior to the commencement of paving. Provided the Company does not already have a main in the street, highway or avenue to provide natural gas service to the surrounding houses and other structures, Company shall attempt to communicate with surrounding houses and other structures to determine whether, in its sole discretion, construction of Distribution System facilities in the street, highway or avenue in question is economically feasible. Where such construction is determined to be economically feasible, the Company shall, at its sole discretion, construct such Distribution System facilities in the street, highway or avenue in question prior to paving by the City. However, in the event the Company believes that such construction may not be completed prior to City's planned paving schedule, the Parties will attempt to negotiate a revised paving schedule satisfactory to both Parties; provided, however, that if a delay in paving will cause additional expense to the City, or substantial inconvenience to the residents of the City, the City may proceed with its original paving schedule. The Company shall, at its own expense, replace, repair and restore in a timely manner any sidewalk, street, alley, pavement, water, sewer or other utility line appurtenance, soil, landscaping, dirt or other improvement, property or structure of any nature, that may be damaged or displaced by the Company in the conduct of its operations, and shall, at a minimum, restore all property to a condition equivalent to the condition immediately prior to the work and/or changes made by the Company. Company shall take safety precautions to alert the public of work, which may include, but is not limited to, the use

of barricades and signs. The Company shall move or remove any Distribution System facilities at no cost to the City, in the event of the widening, repair or reconstruction of any street, road, alley or other Rights-of-way by the City which creates a conflict with the Company's Distribution System facilities. The Company and the City shall not be liable for any cost or expense in connection with the location or relocation of its Distribution System facilities that are made pursuant to the request of any third party; provided further that such relocation requests shall not be honored until such third party has made arrangements to reimburse the Company and/or the City, as the case may be, in a manner satisfactory to such Party(ies).

SECTION 7: MAINTENANCE

All such components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 8: LAYING OF PIPE

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in City permits.

SECTION 9: CONSTRUCTION WORK

Before the commencement of the construction of any Distribution System facilities, the Company shall provide a drawing to the City establishing the location, lines or any other information reasonably requested by the City in connection with the Distribution System facilities. The laying of such Facilities shall conform to the designated locations, lines or other conditions of the City. Underground Gas Distribution facilities that lie within ten (10) feet of an existing building must be identified prior to construction. Company agrees that the materials to be used in the construction,

operation and maintenance of the Distribution System facilities and the service to be rendered shall be consistent with the requirements of the Florida Public Service Commission having jurisdiction over the materials to be used in the construction, operation and maintenance of the Distribution System facilities and the service to be rendered. The Company shall, at all times, keep an accurate map showing the location of all Gas System Facilities laid and maintained by Company under this Franchise, which shall be accessible for inspection by City officials upon advance written notice during reasonable business hours at the Company's place of business.

SECTION 10: EMERGENCY RESPONSE PLAN AND TRAINING

The City acknowledges that, in the event of any emergency involving the Distribution System facilities, Company's actions in response to such emergencies are the sole jurisdiction of the Florida Public Service Commission (FPSC). The Company acknowledges that when responding to any emergency involving Distribution System facilities it is obligated to follow all applicable orders, rules and regulations on file with the Florida Public Service Commission and the most current version of Company's Emergency Response Plan. The City shall designate a responsible official within the City and the Company will grant access to its Emergency Response Portal by the City's Fire Chief to access and view the most current version of the Company's Emergency Response Plan.

The Company shall provide, at times mutually agreeable to the parties, at the Company's sole expense, training to the City's Fire Department every three (3) years regarding the response to emergency conditions that may involve Company's Distribution System facilities.

SECTION 11. ACCIDENTS OR DAMAGES. EMERGENCIES

The City shall not be liable or responsible in any manner whatsoever for any accident, personal injury, property damage or any claim or damage of any type whatsoever that may occur in the course of the construction, operation or maintenance of any of its Facilities by Company, its

employees, agents, contractors, or any third parties hired by Company to perform any aspect of Company's responsibilities under this Agreement, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, including the acts of the City's employees, agents, contractors, or any third parties hired by the City for the construction operation or maintenance of any of the Facilities. Nothing in this Agreement shall be construed to waive or extend the City's sovereign immunity as set forth in Section 768.28, Florida Statutes. The City acknowledges that, in the event of an emergency involving the Distribution System facilities, Company's obligations to notify various constituents of such circumstances are regulated by the FPSC.

SECTION 12. INDEMNIFICATION AND HOLD HARMLESS

Company shall indemnify, defend and hold harmless the City, its Mayor, Council members, officers, agents and employees from and against any and all claims, suits, actions, regulatory or administrative proceedings, appeals therefrom, including attorney's fees and costs, liabilities and expenses (reasonably incurred by the City) to the extent arising during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity (collectively "Claims") caused by or arising out of Company's negligence, intentional torts, strict liability, breach of applicable law or breach of this Agreement in connection with the construction, operation or maintenance of its Distribution System facilities within the City; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sub lessees shall be liable under this section for any claims, suits, actions, demands, regulatory or administrative proceedings, appeal therefrom, including attorney's fees and costs, liabilities and expenses, caused by or arising out of the negligence, strict liability, intentional torts, breach of applicable law or breach of this Agreement by the City, its Mayor, Council members, officers, agents, or employees. Nothing

in this Agreement shall be construed to waive or extend the City's sovereign immunity as set forth in Section 768.28, Florida Statutes. The provisions of this Section shall survive the termination of this Agreement, and consideration for the provisions of this section is hereby expressly acknowledged as to its receipt and sufficiency. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if the Company were incorporated separate and apart from Tampa Electric Company.

SECTION 13: FRANCHISE FEE

Subject to Section 14 below, within thirty(30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors, or assigns, shall apply to the City or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, arising from the sale, transportation, or distribution of Natural Gas to Customers within the corporate limits of the City . The Franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 14: IDENTIFICATION OF CITY RESIDENTS

No less than ten (10) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City Clerk shall provide a copy of any Ordinance via certified mail to GIS & Mapping Department, TECO Peoples Gas at 8416 Palm River Road, Tampa Florida 33619 no less than thirty (30) days after the effectiveness of any change in said limits, whether by addition, annexation, or consolidation, or upon the Company's request.

SECTION 15: ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 16: INSURANCE

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies issued by an insurance carrier licensed to do business in the state of Florida or evidence of self-insurance within the corporate limits of the City as they currently exist or may exist in the future. Each such policy shall provide for the minimum sum of $1,000,000.00 for injury or death to any one person, and for the minimum sum of $5,000,000.00 for injury or death to all persons where there is more than one person involved in any one incident or accident, and for the minimum sum of $1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Agreement. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

Company shall notify the Clerk of the City in writing, promptly upon any material alteration, modification, or cancellation of such policy.

SECTION 17: TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then sixty (60) days to present a plan reasonably satisfactory to the City to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 18: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

SECTION 19: SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise

Agreement adjudged to be invalid result in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City, or any other governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 20: GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

SECTION 21: EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City's passage and adoption hereof.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED on second reading this _____day of _____

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL

PEOPLES GAS SYSTEM, A DIVISON OF
TAMPA ELECTRIC COMPANY

_____
By:

Title:_____

_____
By:

Title:_____

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** David Dyess, City Manager

Title of Item:

PURCHASE OF PROPERTY COMMONLY REFERRED TO AS THE WELL'S BUILDING

Summary Explanation/Background Information on Agenda Request:

By resolution 64-2019 the City Commission agreed to enter into a purchase agreement for the properties located at 301 SE Ocean Blvd., 325 SE Ocean Blvd and 330 Osceola St., Stuart, Florida 34994. The contract indicated that the seller had to provide 18,000 Sq Ft (Lease Contingency) of vacant space on the first and second floor by June 30, 2021. If this contingency is satisfied the city would be obligated to close on the contract.

On May 28, 2020 I was notified that the Well's Fargo Bank had renewed their lease option to stay in the building, which would cause the 18,000 SqFt to not be available by June 30, 2021. The City does have the option with written notice to waive the Lease Contingency by June 30, 2020 and and complete the purchase.

Funding Source:

Capital Plan
CRA
Property Management

Recommended Action:

Option 1 - Do not complete the contract and evaluate other options for city hall to include current location remodel.

Option 2 - Waive the "Lease Contingency" and close on the purchase of the property. Evaluate for redevelopment and manage property to become a future home at some point for city hall.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Original contract with Stuart Medical Complex LLC	6/2/2020	Backup Material

NAI Southcoast
Commercial Real Estate Services, Worldwide.

tel (772) 286-6292
fax (772) 286-7535

P. O. Box 3059
Stuart, FL 34995

www.naisouthcoast.com

April 26, 2019

RECEIVED
APR 26 2019
CITY OF STUART-CITY MGR.

Mr. David Dyess, City Manager
City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

RE: Contract Stuart Medical Complex, LLC (Courthouse Commones)

Dear Mr. Dyess:

The Contract between the City of Stuart and Stuart Medical Complex, LLC is inclosed.

Effective Date: April 25, 2019
Price: $7,000,000.00
Title: To be provided by the Seller within 30 days (May 26, 2019)
Due Diligence: 60 days (June 25, 2019)
Ratification: No latter than 30 days after Due Diligence
Lease Contingency: Seller has the obligation to provide the City a minimum of 18,000 sq. ft. located on the first and second floors by June 20,2021. To be satisfied by July 1, 2020.
Closing: 90 days after Seller has satisfied the Lease Contingency

Let us know what we can do to assist with the City's Due Diligence. Also let us know if you want us to work with Bob Kramer for the purchase of the "vacant land" for the purpose of building townhomes.

Sincerely,

Boyd G. Bradfield, Jr., CCIM, SIOR
President
NAI Southcoast

Commercial Contract

1. PARTIES AND PROPERTY: *City of Stuart* ("Buyer") agrees to buy and *Stuart Medical Complex, LLC* ("Seller") agrees to sell the property at:

Street Address: *301 SE Ocean Blvd., 325 SE Ocean Blvd., and 330 Osceola St., Stuart, Florida 34994*

Legal Description: *All of the real property described in that certain Warranty Deed recorded in O.R. Book 2548, Page 2252, of the Public Records of Martin County, Florida.*

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ *7,000,000.00*

(a) Deposit held in escrow by: *NAI Southcoast Escrow Account* ("Escrow Agent") (checks are subject to actual and final collection) $ _____

Escrow Agent's address: *2055 S. Kanner Highway, Stuart, FL 34995* Phone: *772-286-6292*

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date _____ $ _____

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) _____ $ _____

(e) Other *See Addendum* $ *200,000.00*

(f) All deposits will be credited to the purchase price at closing.
Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ *6,800,000.00*

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before *April 26, 2019*, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or _____. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on *See Addendum* (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in ***Martin*** County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

~~**5. THIRD PARTY FINANCING:**~~

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)_____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as ***administrative/general office***.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within _____ days after Effective Date or at least ***30*** days before Closing Date deliver to **Buyer** (check one) ☒(i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐(ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

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Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects ~~within _____ days from receipt of the notice~~ prior to closing ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within 7 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____,

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. ~~Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☐ only with Buyer's consent ☐ without Buyer's consen~~t.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); ~~tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender~~; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit ~~without~~ thereby waiving any action for damages resulting from Seller's breach ~~and may seek to recover such damages~~ or seek specific performance. ~~If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee~~.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

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17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract ~~may be assigned to a related entity, and otherwise ☐~~ is not assignable ~~☐ is assignable~~. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: *NAI Southcoast* (Company Name) *Boyd Bradfield* (Licensee),

2055 S. Kanner Highway, Stuart, FL 34994 *772-286-6292* *boyd@naisouthcoast.com* (Address, Telephone, Fax, E-mail),

who ☒ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated_ by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☒ other (specify) _____

If closing occurs, as closing is a condition of payment of the commission, Seller will pay a commission of 3% of the Purchase Price

(b) Buyer's Broker: *None* (Company Name) (Licensee),

_____ (Address, Telephone, Fax, E-mail),

Buyer (SD) (____) and Seller (DL) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

_____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☒ Other *Addendum*

23. ADDITIONAL TERMS:

See Addendum

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER

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ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

City of Stuart
_____ Date: 4-24-19
(Signature of Buyer

David Dyess _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

_____ Date: _____
(Signature of Buyer

_____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

Stuart Medical Complex, LLC
_____ Date: 4/25/19
(Signature of Seller)

David F. Cash _____ Tax ID No.: *45-3800657*
(Typed or Printed Name of Seller)

Title: *Manager* _____ Telephone: *561-339-3907*

_____ Date: _____
(Signature of Seller)

_____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: *2401 PGA Blvd. #280P, Palm Beach Gardens, FL 33410*

Facsimile: *N/A* _____ Email: *david.cash@stanmoredevelopment.com*

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ADDENDUM TO COMMERCIAL CONTRACT

THIS ADDENDUM TO COMMERCIAL CONTRACT (this "Addendum") amends and modifies that certain COMMERCIAL CONTRACT ("Contract") between STUART MEDICAL COMPLEX, LLC, a Florida limited liability company, as "Seller", and CITY OF STUART, a Florida municipal corporation, as "Buyer", as to the real property located at 301 S.E. Ocean Blvd., 325 S.E. Ocean Blvd. and 330 Osceola St., Stuart, Florida 34994 and more particularly described in the Contract ("Property").

IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend and modify the Contract as follows:

1. Definitions. All initially capitalized terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Contract.

2. Ratification of Contract. In the event that Buyer does not terminate the Contract pursuant to Section 7(b) thereof, then Buyer shall bring the Contract (as amended hereby) to the City Commission of the Buyer for ratification and approval at the next meeting of the City Commission, but in no event more than thirty (30) days after the expiration of the Due Diligence Period. In the event that Buyer is unable to approve the Contract (as amended hereby) by resolution of the City Commission of the Buyer at the conclusion of a public hearing and certified by the Clerk of Buyer (the "Resolution") within thirty (30) days after the expiration of the Due Diligence Period, then the Contract (as amended hereby) shall automatically terminate on the date that is thirty (30) days after the expiration of the Due Diligence Period.

3. Deposit. In the event that Buyer obtains the Resolution within thirty (30) days after the expiration of the Due Diligence Period, then within three (3) business days after the date of such Resolution, Buyer shall notify Seller of the same in writing and Buyer shall pay a deposit to Escrow Agent in the amount of $200,000.00, which deposit shall be applicable to the Purchase Price and shall be non-refundable to Buyer unless Seller defaults under the Contract or Seller is unable to timely deliver the Lease Evidence (as defined below).

4. Lease Contingency; Closing. Buyer's and Seller's obligations to close on the sale and purchase of the Property are contingent on Seller causing a total of at least 18,000 square feet (located in a combination of first and second floor space) within the multi-story office building on the Property to become vacant by no later than June 30, 2021 (the "Lease Contingency"). In the event that Seller is able to deliver to Buyer ~~documentation (which shall come in the form of lease amendments or expiration dates of leases)~~ Tenant Estoppel certificates for each/All Tenants. that the Lease Contingency has been satisfied (such documentation shall be referred to herein as the "Lease Evidence"), then the Closing Date shall be the date that is ninety (90) days after Seller has delivered all of the Lease Evidence to Buyer. In the event that Seller is unable to deliver the Lease Evidence to Buyer on or prior to June 30, 2020, then Seller shall not be deemed to be in default of the Contract, and, unless Buyer delivers the waiver of the Lease Contingency described below, the Contract shall automatically terminate on July 1, 2020 and the deposit paid by Buyer shall be returned to Buyer. Notwithstanding anything in this paragraph to the contrary, Buyer may waive the Lease Contingency as a closing contingency

GG 4-24-19

DC 4/25/19

upon written notice delivered to Seller at any time before the Lease Contingency is satisfied, but in no event later than June 30, 2020, and in the event Buyer timely delivers said waiver, then (i) the Lease Contingency shall not be a condition of closing and neither party's obligations to close shall be contingent on the Lease Contingency being satisfied, and (ii) the Closing Date shall be the earlier of September 30, 2020 or the date that is ninety (90) days after Buyer delivers said waiver to Seller.

5. Operation of Property. Until Buyer notifies Seller that it has obtained the Resolution, Seller shall not need Buyer's consent to renting vacant space at the Property or amending or terminating any leases of the Property. From and after the date that Buyer notifies Seller that it has obtained the Resolution, Seller shall need Buyer's consent to renting vacant space at the Property or amending or terminating any leases of the Property; provided, however, that notwithstanding the foregoing, Seller shall not need Buyer's consent to the termination of any leases that are done in pursuit of satisfying the Lease Contingency.

6. Conflict. In the event of any conflict between the terms of this Addendum and the terms of the Contract, then the terms of this Addendum shall control.

7. Counterparts. The Contract and this Addendum may be executed in counterparts and electronically Transmitted signatures shall be considered as original signatures.

8. Ratification. All other terms, covenants and conditions of the Contract are hereby ratified and affirmed.

IN WITNESS WHEREOF the parties have executed this Addendum.

SELLER:

Stuart Medical Complex, LLC
a Florida limited liability company

By: _____
David F. Cash, Manager

BUYER:

City of Stuart, a Florida
municipal corporation

By: _____
Print Name: David Dyess
Title: City Manager

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/8/2020 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

PROPOSED ART/VINYL WRAPPING ON TRAFFIC CONTROL BOXES WITHIN THE CITY LIMITS

Summary Explanation/Background Information on Agenda Request:

Commissioner Eula Clarke requested staff to undertake research regarding the potential of using vinyl wrapping (artwork) to enhance traffic signal boxes within the City limits.

Many cities and counties are brightening their community by enhancing the dull, metal plated traffic signal boxes with colorfully themed photographs using a vinyl wrapping method.

Recently, a similar project was completed in Palm City, Martin County. The project was initiated by the County Commissioner of that district. The "bird theme" photographs were donated to the County by a local business owner in Palm City to implement the project.

Other neighboring cities such as the City of Port St Lucie and City of Fort Pierce also implemented similar projects (see attached proposal).

The City of Stuart has 37 traffic boxes within the city limits. Of the total, there are 25 traffic boxes within the Community Redevelopment Area. The goal is to brighten the commute for our residents and help instill pride in our community. The photographs will highlight Stuart's historic and iconic landmarks. Staff will prepare a proposal identifying street view and photograph options for each traffic box location for board review and approval.

Artwork will be printed on vinyl wraps and placed onto the traffic boxes. The costs can vary from $500 - $700 per box. The sign company can do site assessment, measurements, creates large graphic, and application.

The County owns and maintains the traffic boxes. The City will be responsible for maintaining the vinyl wrapping. The life expectancy is about 3-5 years.

Funding Source:

To be identified.

Recommended Action:

Staff is looking for direction on the following:

1. Artwork theme - Use photographs of historic and iconic landmarks

2. Identify phasing and funding source for the project
   Phase I - CRA; CRA FY2020 Fund Balance
   Phase II - Outside of CRA; Identify funding source

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Traffic lights within city limits	2/11/2020	Backup Material
🗋	Traffic lights intersections	2/11/2020	Backup Material
🗋	Traffic lighs within CRA	2/11/2020	Backup Material
🗋	Traffic lights East Stuart	2/11/2020	Backup Material
🗋	Traffic lights Mid Stuart	2/11/2020	Backup Material
🗋	Traffic lights North Stuart	2/11/2020	Backup Material
🗋	Traffic lights South Stuart	2/11/2020	Backup Material
🗋	Fort Pierce Traffic Box Proposal	2/19/2020	Backup Material


Traffic Light Locations Stuart, FL
St Lucie River
Stuart
Palm City
Martin County Airport-Witham Field
Guy Davis Field
Willoughby Golf Club
Dixie Hwy
NE Alice St
NW Fork Rd
NW Baker Rd
NE Palmer St
Roosevelt Brg
N Dixie Hwy
SE Osceola St
SE 7th St
SE 10th St
SE 14th St
SE Alamanda Way
SE Madison Ave
SE Dolphin Dr
SE Monterey Rd
SE Central Pkwy
SE Monterey Rd
SW Palm City Rd
S Kanner Hwy
SE Dixie Hwy
SR-5 N
SE Normand St
SE Amherst St
SE Bonita St
SE Clayton St
SE Garden St
SE Miami St
SE Doubleton Dr
SW 28th St
SW 35th St
SW Martin Hwy
SW Mapp Rd
South Fork St Lucie River
Point Rd
Willoughby Blvd
SE Ruhnke St
SE Fairway W
SE Market Pl
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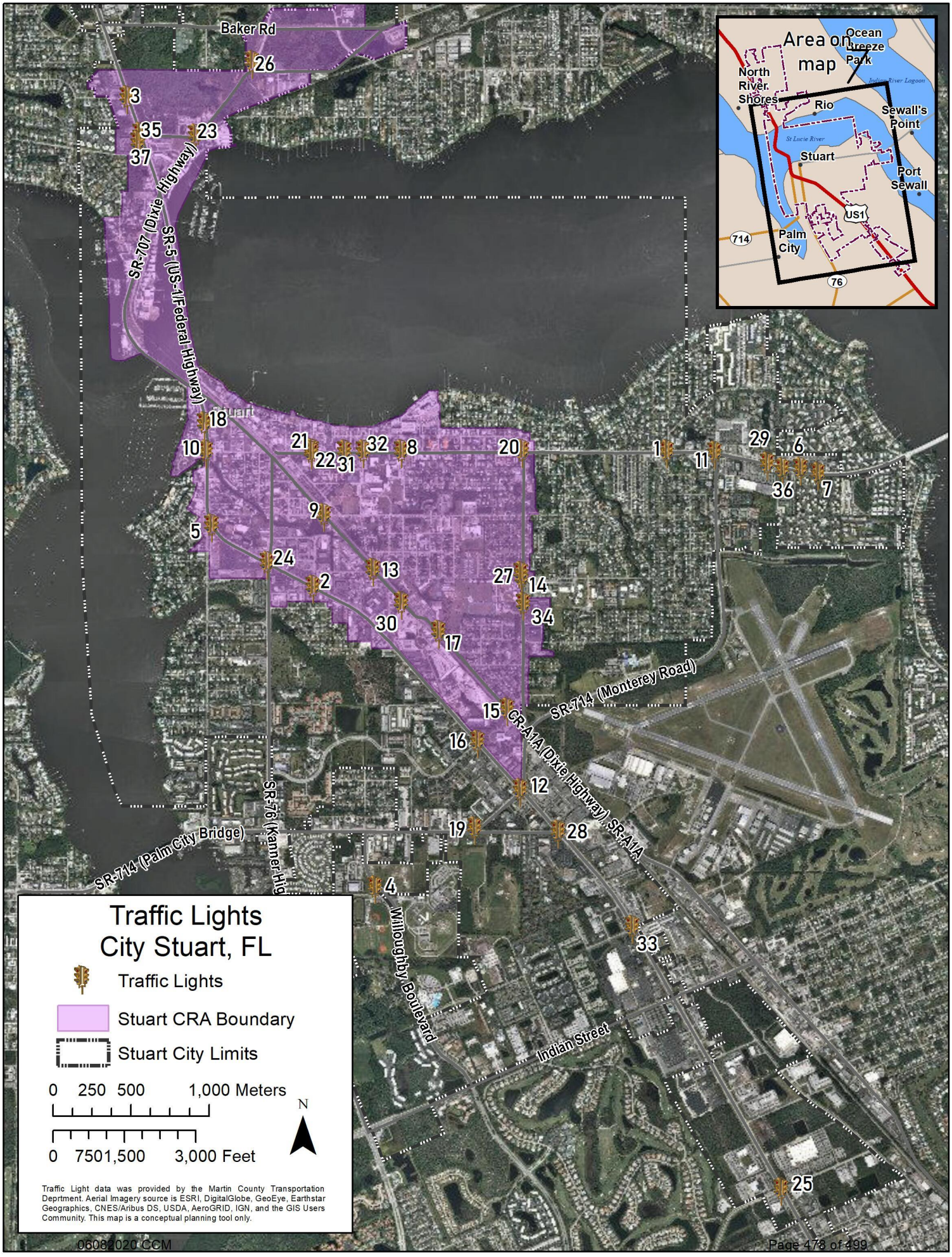
Label ID	Shape *	Name	X_Coord	Y_Coord	Intersection
1	Point Z	SGNL	-80.227176	27.197419	SE Ocean Blvd & SE Martin Ave
2	Point Z	SGNL	-80.250096	27.189721	US 1 & SE Johnson Ave
3	Point Z	SGNL	-80.261929	27.218049	US 1 & NW River Shores Blvd
4	Point Z	SGNL	-80.246212	27.172352	SE Willoughby Blvd
5	Point Z	SGNL	-80.256636	27.193294	US 1 & SW Pine Ave
6	Point Z	SGNL	-80.21856	27.196369	SE Ocean Blvd
7	Point Z	SGNL	-80.217418	27.196082	SE Ocean Blvd
8	Point Z	SGNL	-80.244345	27.197503	SE Ocena Blvd
9	Point Z	SGNL	-80.249378	27.193855	SE Dixie Hwy & SE Martin Luther King Jr Blvd
10	Point Z	SGNL	-80.256969	27.197574	US 1 & SW Ocean Blvd
11	Point Z	SGNL	-80.22409	27.197332	SE Ocean Blvd & Monterey Rd
12	Point Z	SGNL	-80.236787	27.17791	US 1 & SE Monterey Rd
13	Point Z	SGNL	-80.24622	27.190673	SE Dixie Hwy & SE Florida St
14	Point Z	SGNL	-80.236613	27.190165	SE Palm BEach Rd & SE 10th St
15	Point Z	SGNL	-80.237596	27.182585	SE DIxie Hwy & SE Christie Way
16	Point Z	SGNL	-80.23954	27.180724	US 1 & SE Central Pkwy
17	Point Z	SGNL	-80.242003	27.187083	SE DIxie Hwy
18	Point Z	SGNL	-80.257055	27.199193	US 1 & SW Joan Jefferson Way
19	Point Z	SGNL	-80.239749	27.175722	SE Monterey Rd
20	Point Z	SGNL	-80.236524	27.197498	SE Ocean Blvd & SE Palm Beach Rd
21	Point Z	SGNL	-80.250139	27.197603	SE Ocean Blvd & SE Detroit Ave
22	Point Z	SGNL	-80.250141	27.197474	SE Ocean Blvd
23	Point Z	SGNL	-80.257521	27.215822	NW DIxie Hwy & NW Wright Blvd
24	Point Z	SGNL	-80.253047	27.191112	US 1 & Kanner Hwy
25	Point Z	SGNL	-80.220091	27.15474	US 1 & SE Market Pl
26	Point Z	SGNL	-80.253815	27.220033	NE Dixie Hwy & NW Green River Pkwy
27	Point Z	SGNL	-80.236662	27.190446	SE Palm Beach Rd
28	Point Z	SGNL	-80.234364	27.175494	US 1 & SE Monterey Rd Ext
29	Point Z	SGNL	-80.220691	27.19667	SE Ocean Blvd
30	Point Z	SGNL	-80.244396	27.188757	SE DIxie Hwy
31	Point Z	SGNL	-80.247999	27.197516	SE Ocean Blvd
32	Point Z	SGNL	-80.246811	27.197513	SE Ocean Blvd
33	Point Z	SGNL	-80.229592	27.169945	US 1 & SE Luckhardt St
34	Point Z	SGNL	-80.236508	27.188662	SE Palm Beach Rd
35	Point Z	SGNL	-80.261108	27.215926	US 1 & NW Wright Blvd
36	Point Z	SGNL	-80.219715	27.196348	SE OCean Blvd
37	Point Z	SGNL	-80.26124	27.215436	NW Fork Rd


Area on map
Ocean Breeze Park
North River Shores
Rio
Sewall's Point
St Lucie River
Stuart
Port Sewall
US1
714
Palm City
76
Baker Rd
SR-707 (Dixie Highway)
SR-5 (US-1/Federal Highway)
SR-714 (Monterey Road)
CR-A1A (Dixie Highway)/ SR-A1A
SR-76 (Kanner Hig
SR-714 (Palm City Bridge)
Willoughby Boulevard
Indian Street
Traffic Lights
City Stuart, FL
Traffic Lights
Stuart CRA Boundary
Stuart City Limits
0 250 500 1,000 Meters
0 7501,500 3,000 Feet
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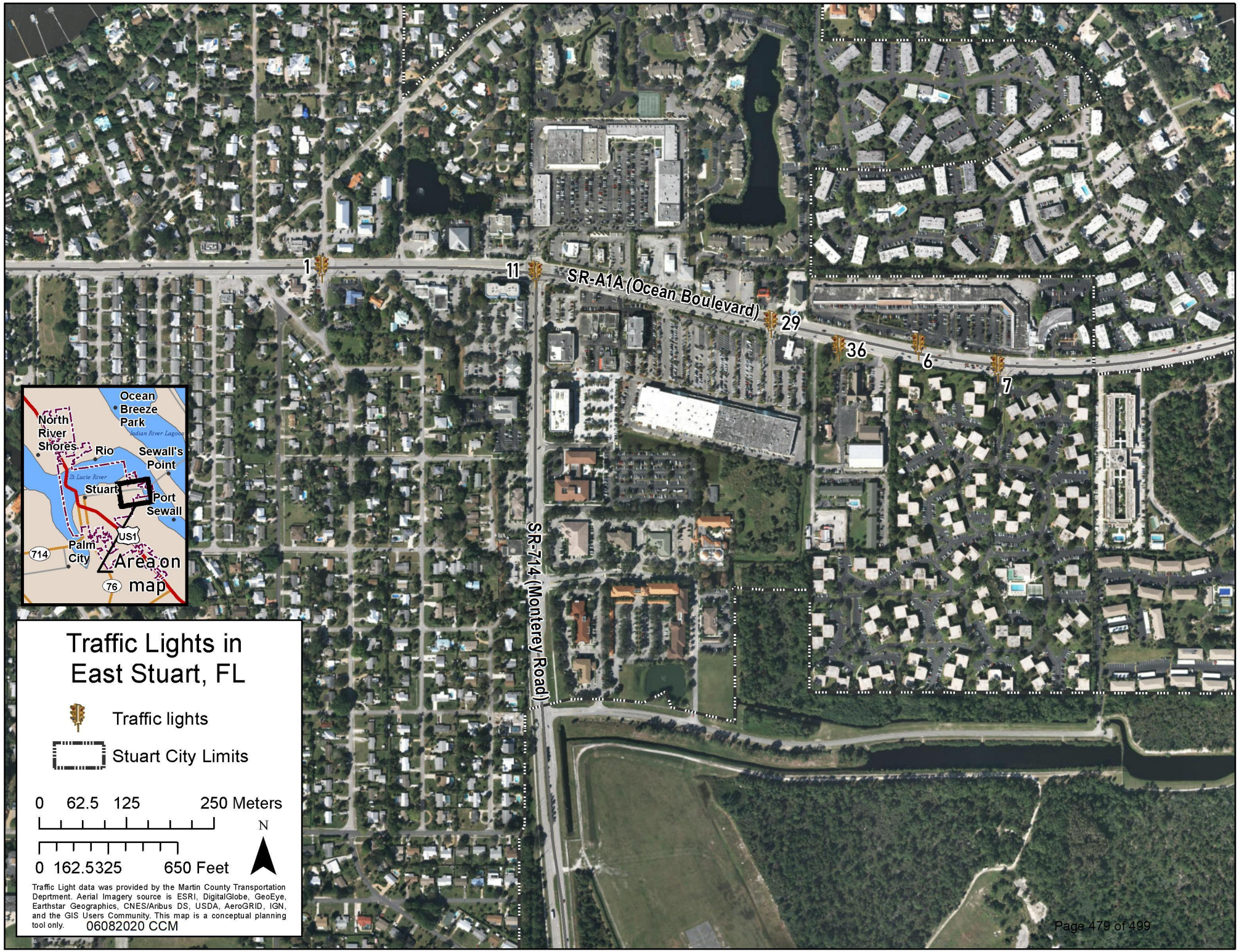
Traffic Light data was provided by the Martin County Transportation Deprtment. Aerial Imagery source is ESRI, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Aribus DS, USDA, AeroGRID, IGN, and the GIS Users Community. This map is a conceptual planning tool only.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SR-714 (Monterey Road)
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Indian River Lagoon
North River Shores
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Sewall's Point
St Lucie River
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Port Sewall
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Area on map
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Traffic Lights in East Stuart, FL
Traffic lights
Stuart City Limits
0 62.5 125 250 Meters
0 162.5325 650 Feet
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Traffic Light data was provided by the Martin County Transportation Deprtment. Aerial Imagery source is ESRI, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Aribus DS, USDA, AeroGRID, IGN, and the GIS Users Community. This map is a conceptual planning tool only.
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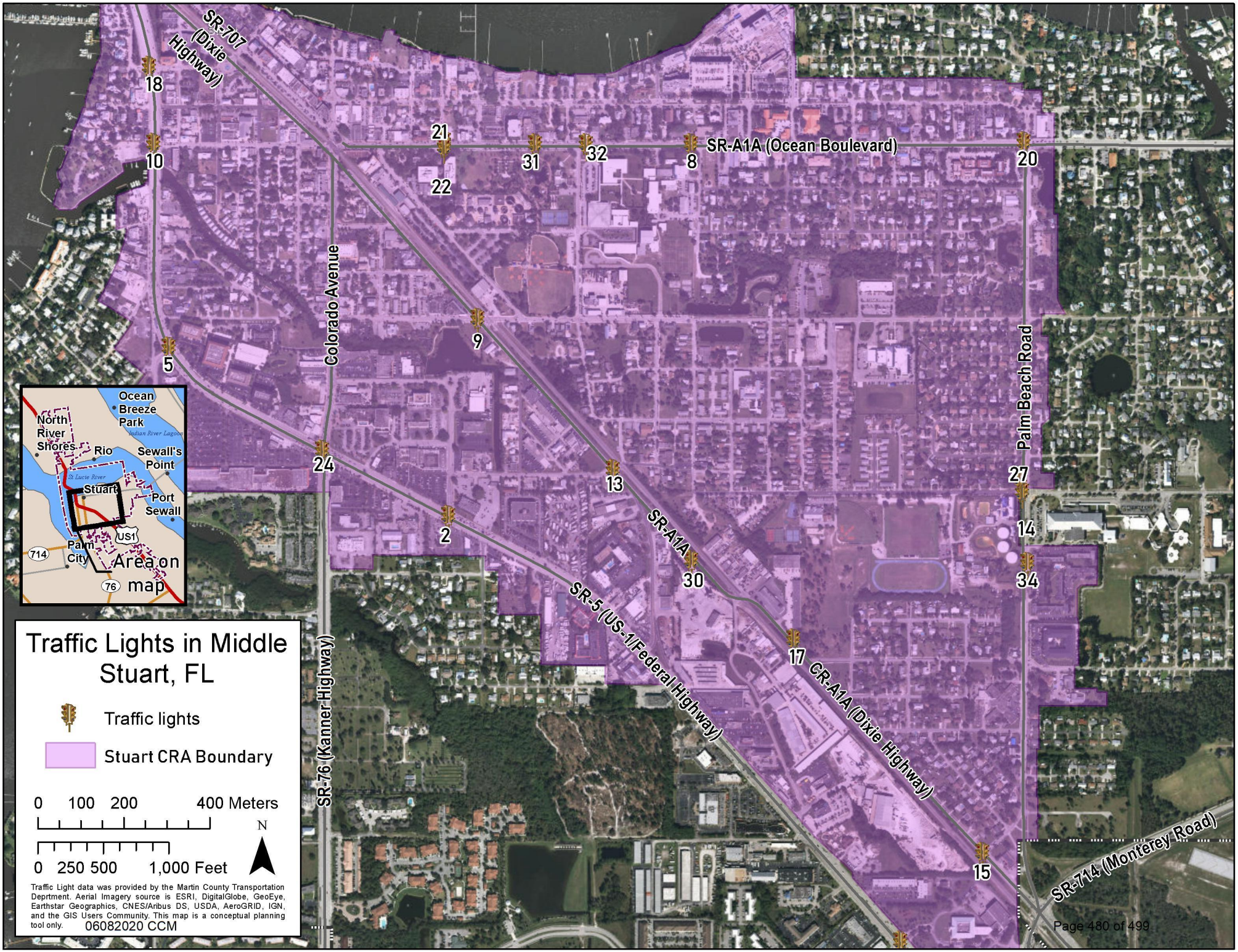
SR-707 (Dixie Highway)
SR-A1A (Ocean Boulevard)
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Palm Beach Road
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St Lucie River
Stuart
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Area on map
Traffic Lights in Middle Stuart, FL
Traffic lights
Stuart CRA Boundary
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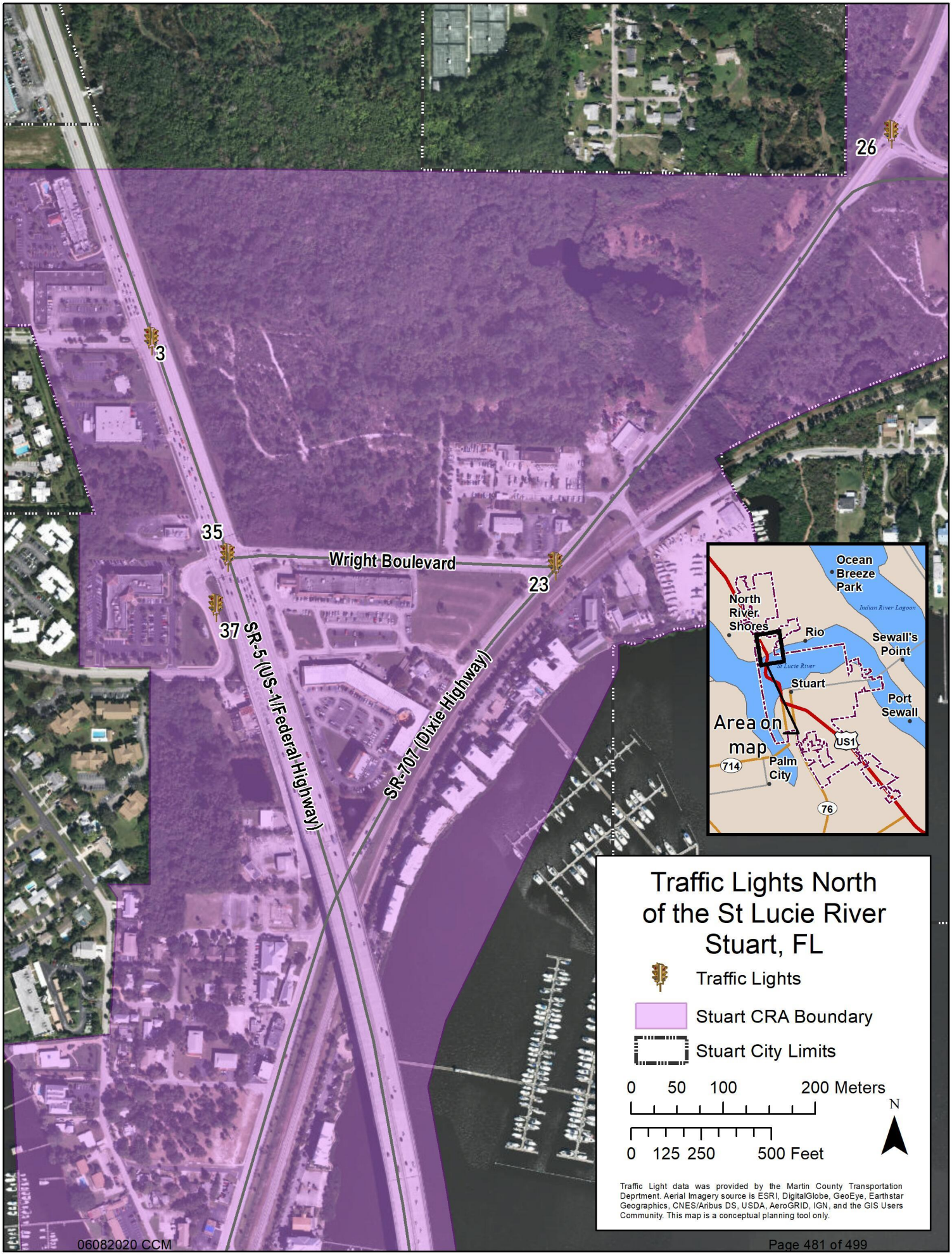
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North River Shores
Rio
Sewall's Point
Stuart
Port Sewall
Area on map
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714
Palm City
76
Traffic Lights North of the St Lucie River Stuart, FL
Traffic Lights
Stuart CRA Boundary
Stuart City Limits
0 50 100 200 Meters
0 125 250 500 Feet
N
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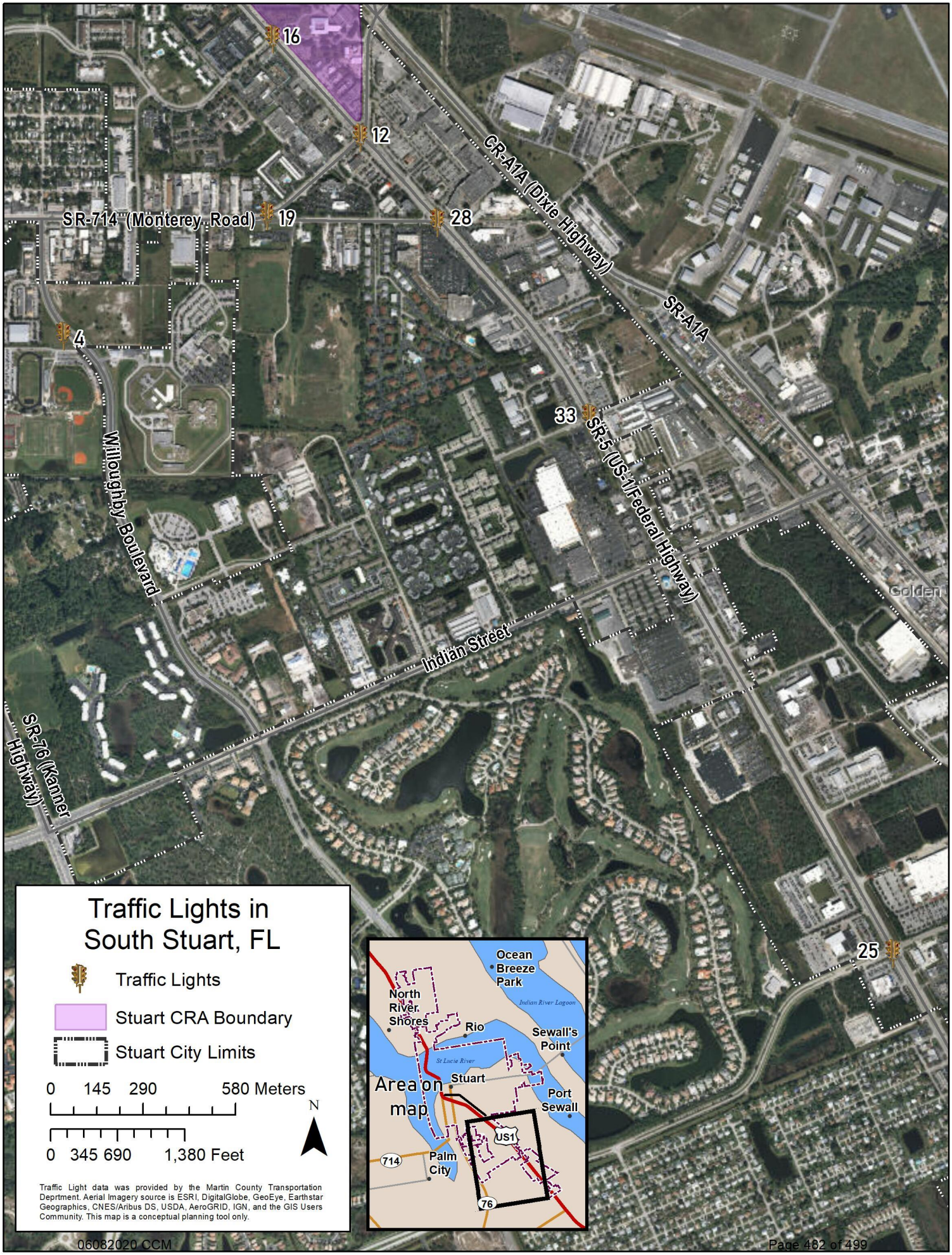
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SR-714 (Monterey Road)
CR-A1A (Dixie Highway)
SR-A1A
SR-5 (US-1/Federal Highway)
Willoughby Boulevard
Indian Street
SR-76 (Kanner Highway)
Golden
Traffic Lights in South Stuart, FL
Traffic Lights
Stuart CRA Boundary
Stuart City Limits
0 145 290 580 Meters
0 345 690 1,380 Feet
N
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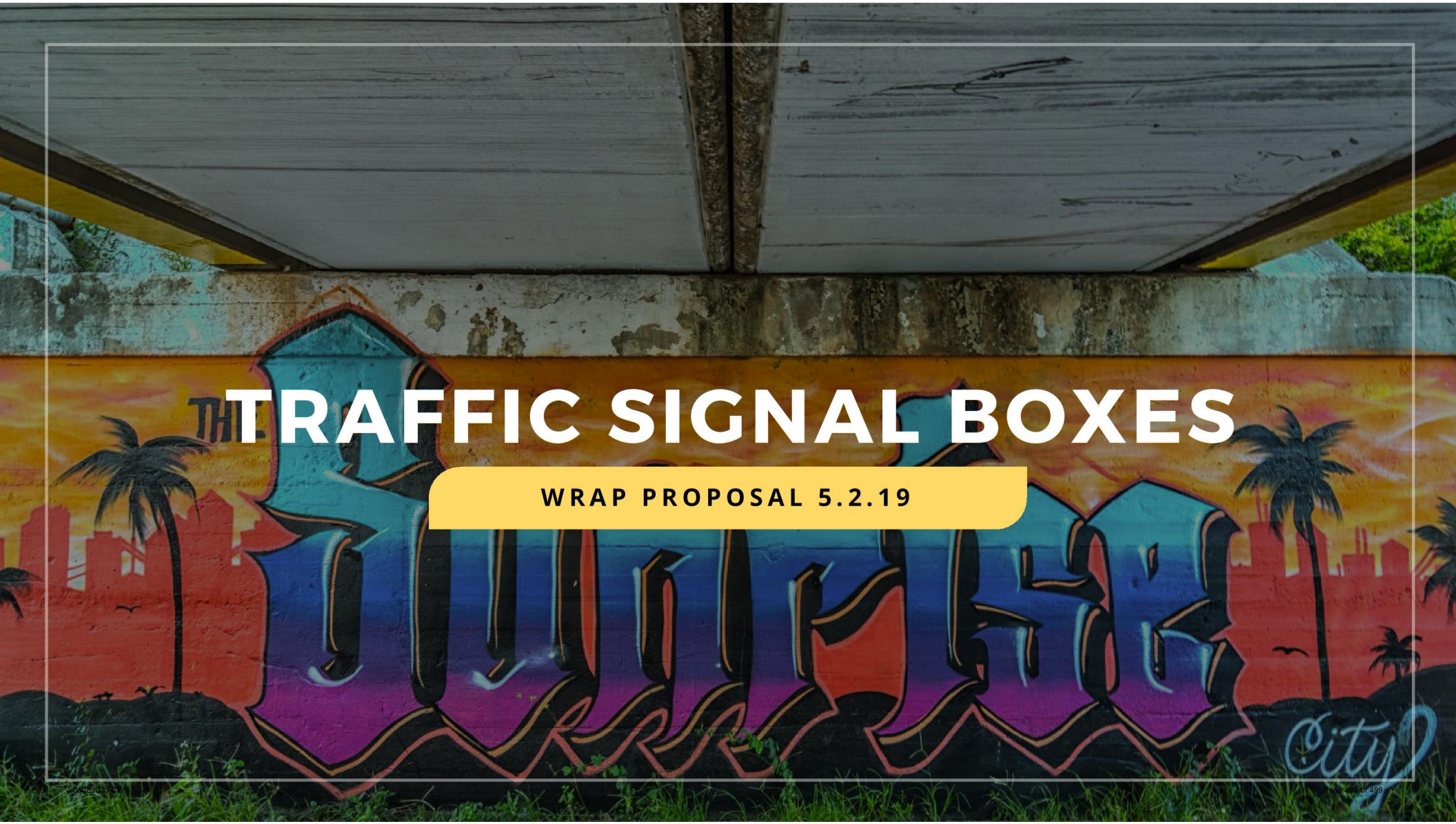
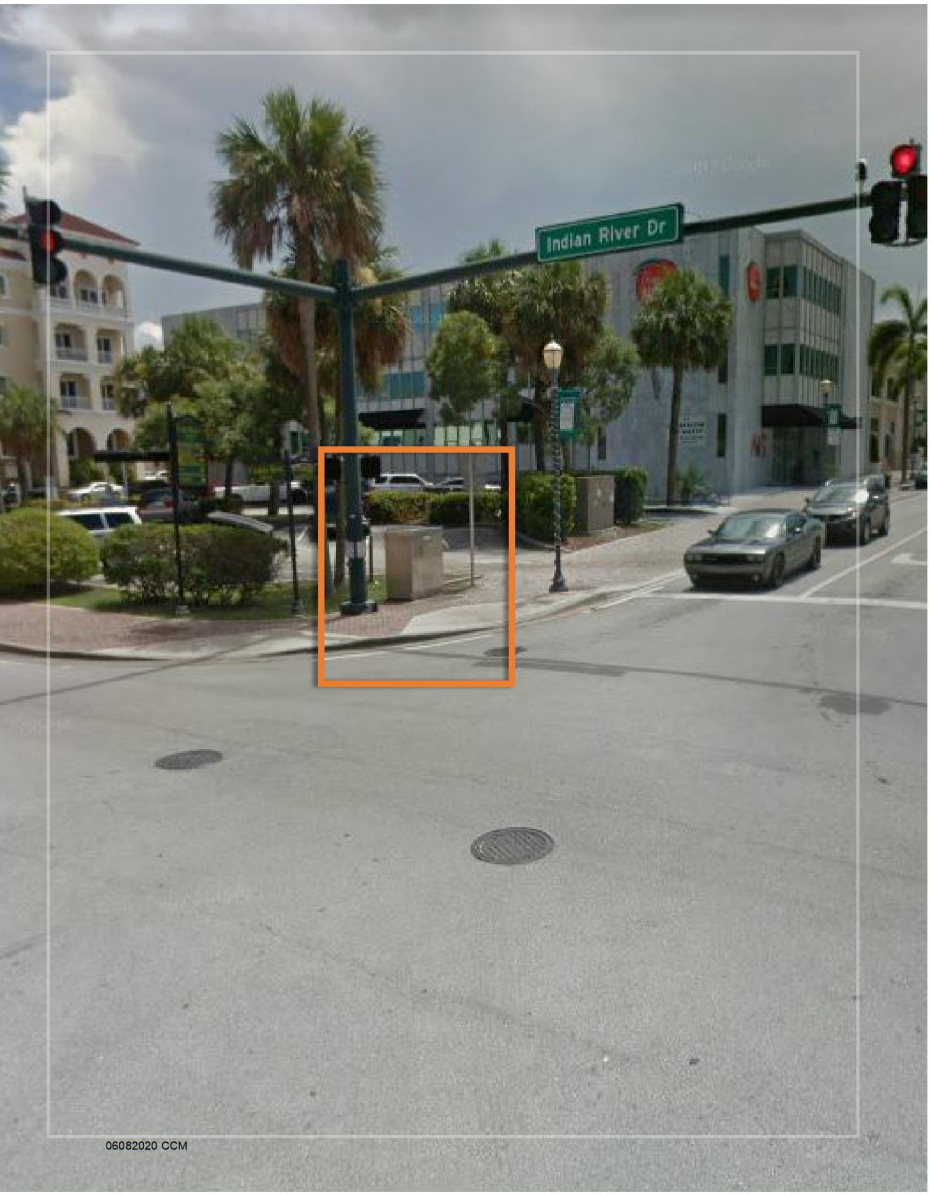
Indian River Lagoon
St Lucie River



TRAFFIC SIGNAL BOXES

WRAP PROPOSAL 5.2.19

PROPOSED LOCATIONS



Orange Ave. + Indian River Dr.

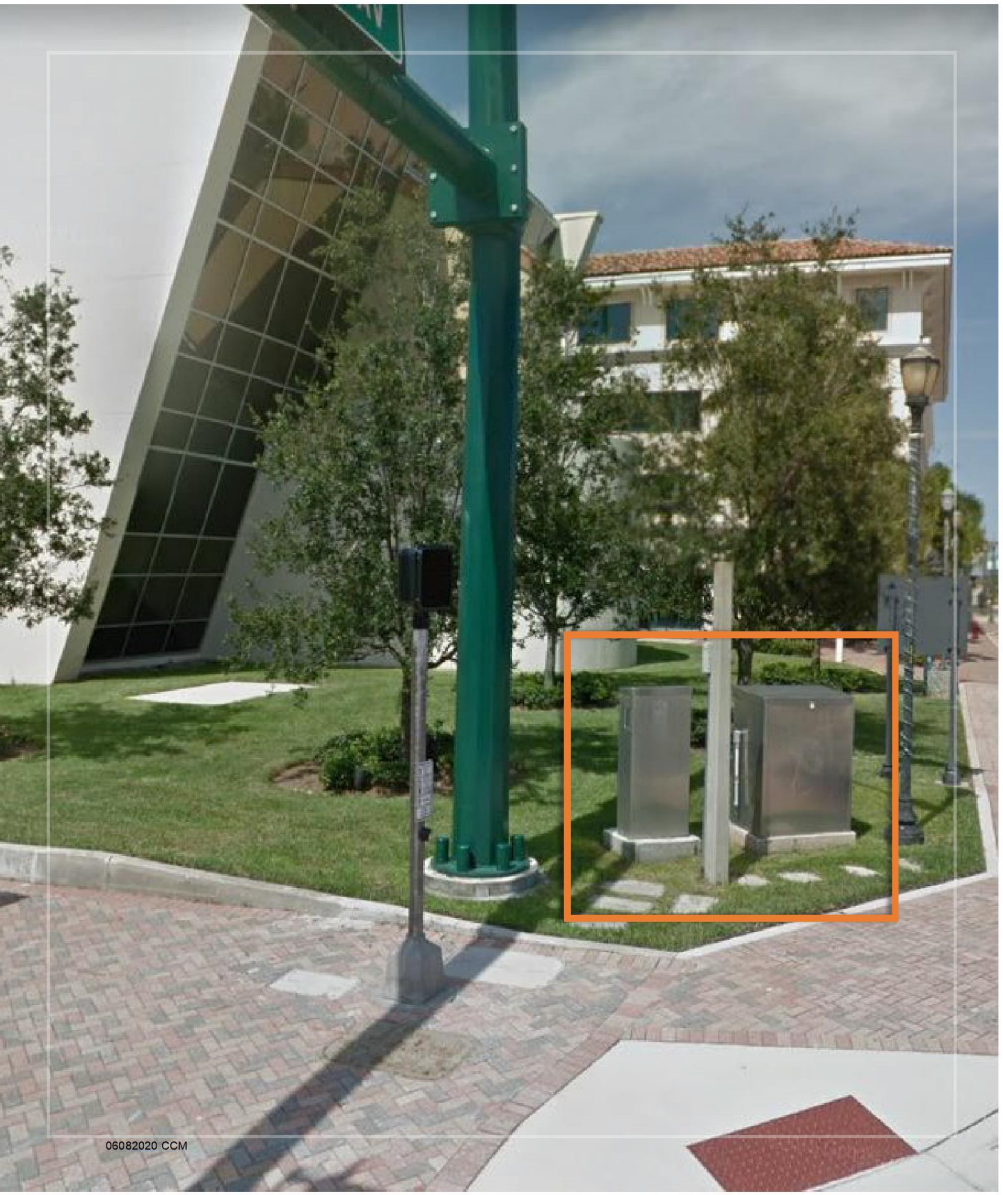


DESCRIPTION

- Night shot of Orange Avenue to capture lights and nightlife, even during the day.
- Alternative: Orange blossom pattern to accentuate the “orange” in Orange Avenue.







Orange Ave. + US 1





DESCRIPTION

- Wrap design featuring: "Welcome to Downtown Fort Pierce" creates gateway entrance into downtown and provides visitors with a sense of place.
- Wayfinding can be incorporated into the sign if dimensions are suitable.
- Smaller box can feature "call to action" and include hashtag.



DESCRIPTION

- Since this box is located next to the historic Arcade Building and the Historic Post Office, featuring historic photos of this corridor will accentuate our history.
- Being that the photos/postcards are old, the resolution might not be suitable for one entire image, in that case the alternative will be to collage several images/postcards of this corridor.
- Note – all wrapped boxes in the PAD will feature the PAD logo for brand awareness.

06082020 CCM

Orange Ave. + 5th St.

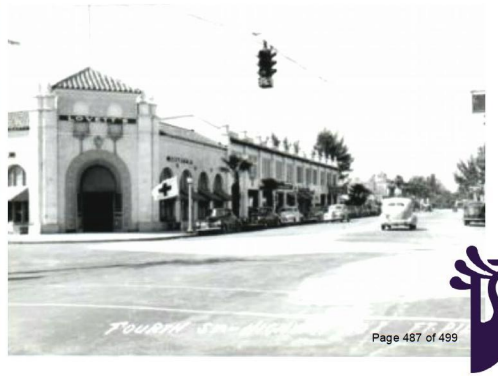








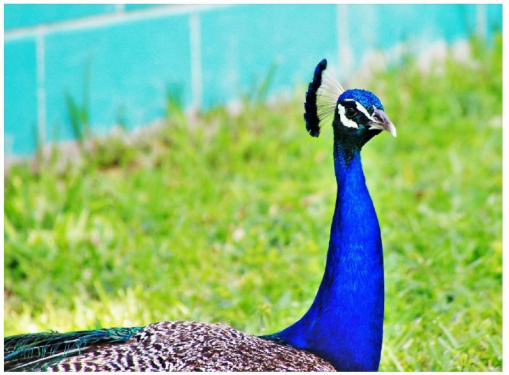






Orange Ave. + 7th St.









DESCRIPTION

- This box is located in the heart of Peacock Arts District and where the majority of peacocks reside; therefore this box will highlight our local feathered friends.
- Note – all wrapped boxes in the PAD will feature the PAD logo for brand awareness.



Orange Ave. + 10th St.





DESCRIPTION

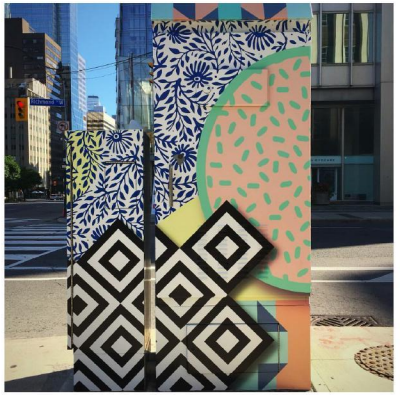
- This box is located on 10th Street next to St. Mark Missionary Baptist Church. Royal Poinciana trees were recently planted all along 10th Street and they will soon grow and bloom. The concept of this box is to accentuate the natural surrounding of 10th Street by featuring artwork of royal Poinciana blooms while also including peacock feathers.
- Alternative: Incorporate photo to highlight Old St. Anastasia School.
- Note – all wrapped boxes in the PAD will feature the PAD logo for brand awareness.





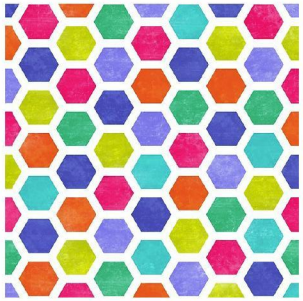
Orange Ave. + 13th St.



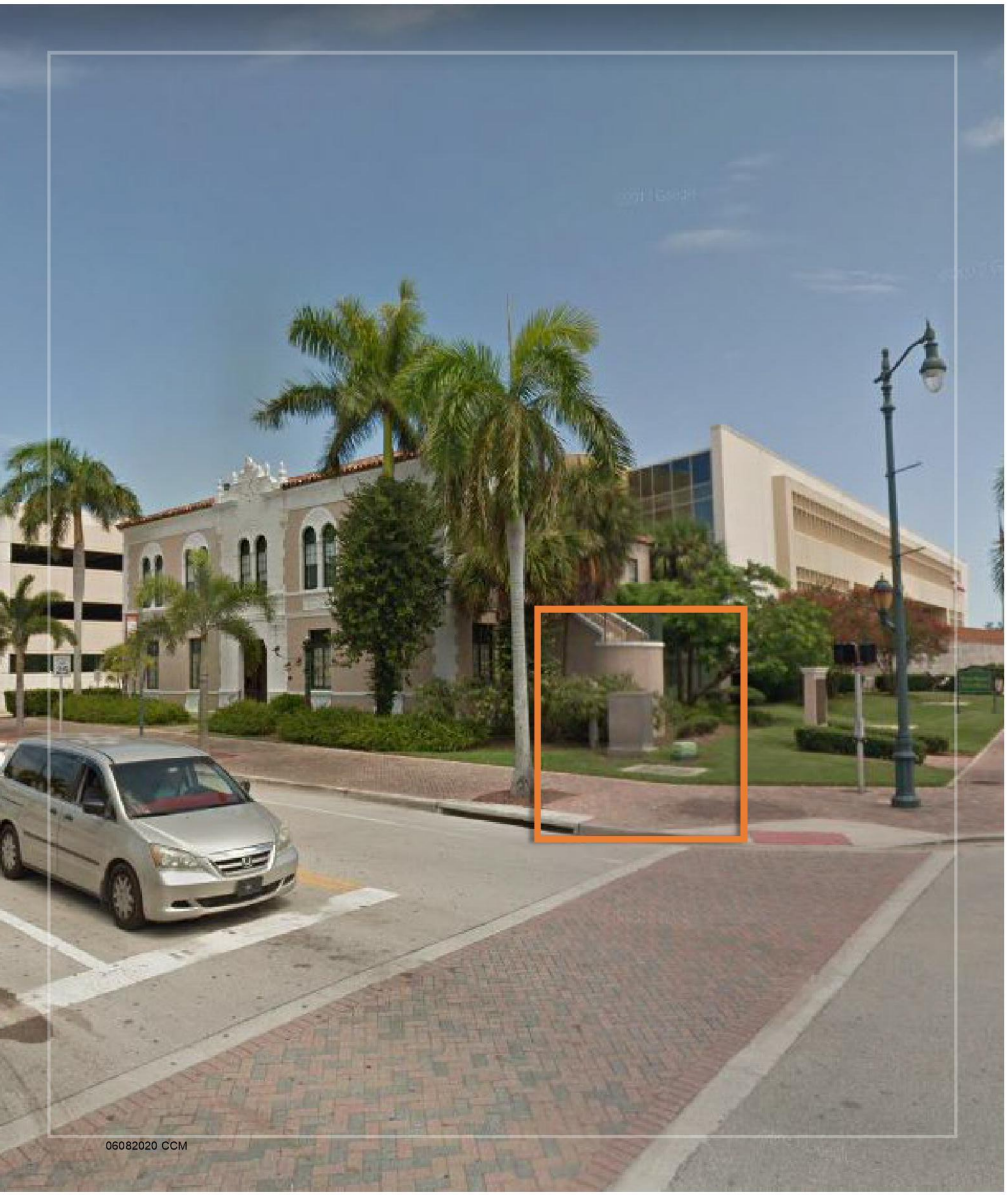


DESCRIPTION

- This box is located at the gateway to the Peacock Arts District (once the boundaries are expanded). It is near a vacant gas station and a vacant lot across the street. The vibe of this box will be bright, colorful and inspiring to help infuse vitality into this area.
- Alternative: Pay tribute to Edwin Binney with a background of crayons with the PAD logo overtop.







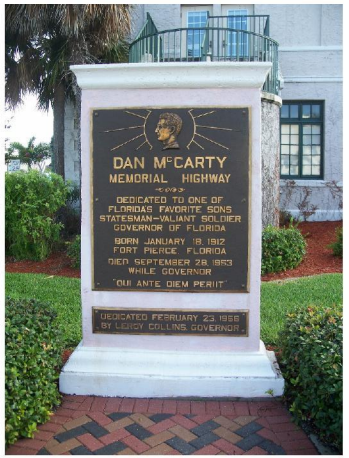
US 1 + Avenue A

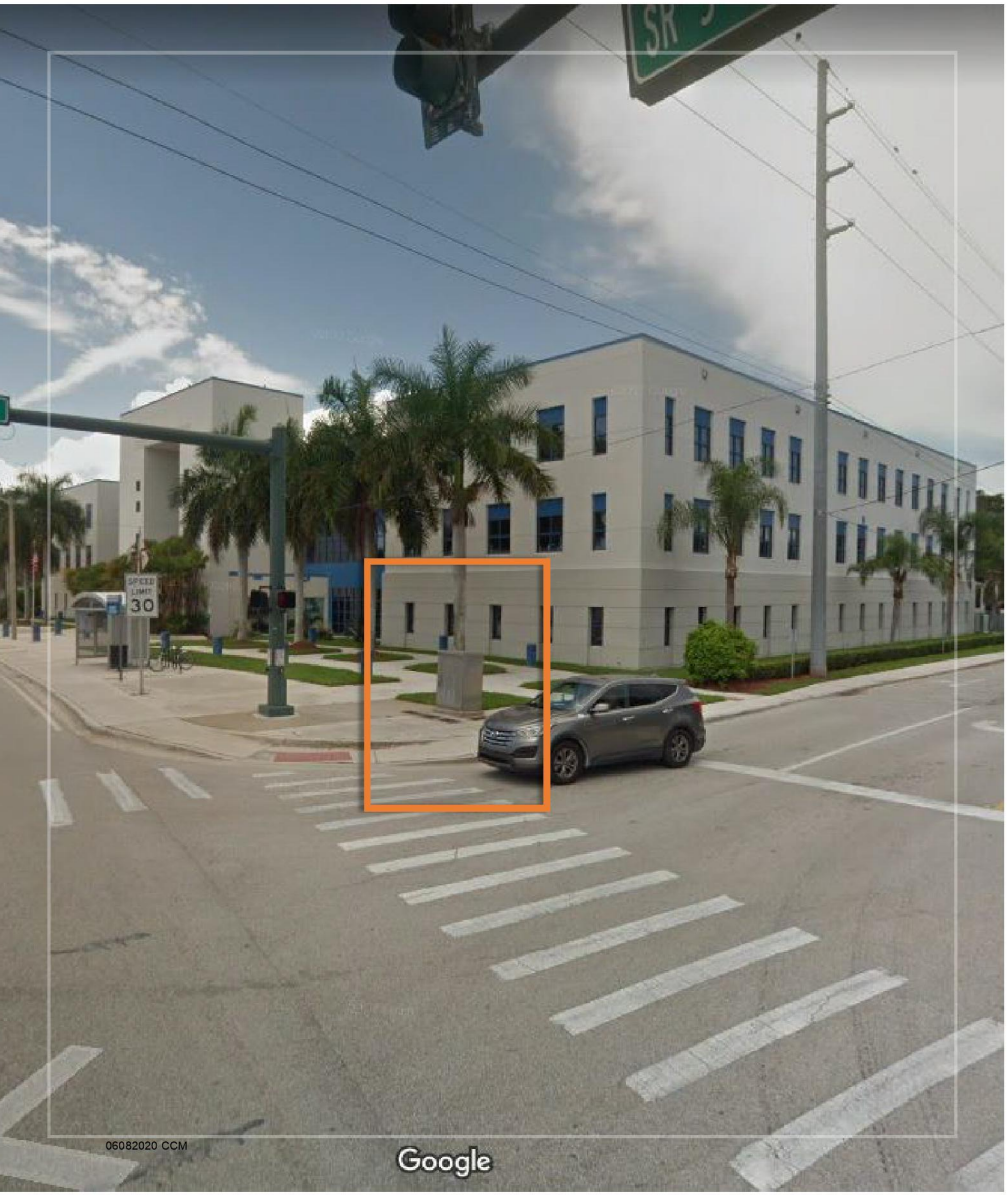


DESCRIPTION

- This box is located in front of Old City Hall. Located on the renamed Marina Way, this box can feature an image of the marina at the end of the road, directing US1 travelers to the marina.

- Alternative: The City has discussed accentuating Dan McCarty Memorial Highway. This box could emphasize the history of Governor McCarty and his memorial highway.





US 1 + Avenue C

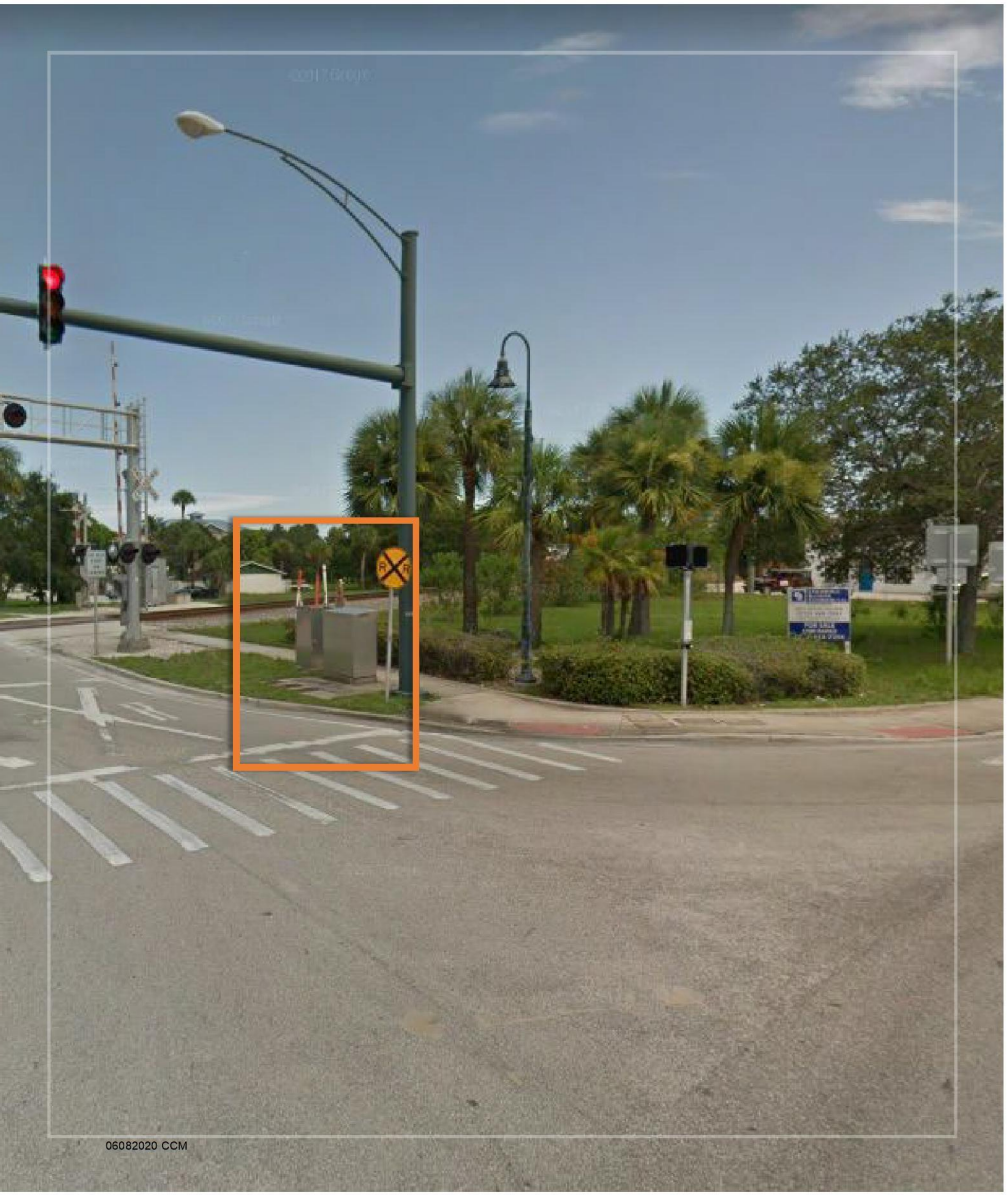




DESCRIPTION

- This box is located at the corner of US 1 and Backus Ave. I've already spoken to Marshall at the Backus Gallery and they will be selected a piece or pieces of Backus' work to wrap this box.





US 1 + Seaway Dr.



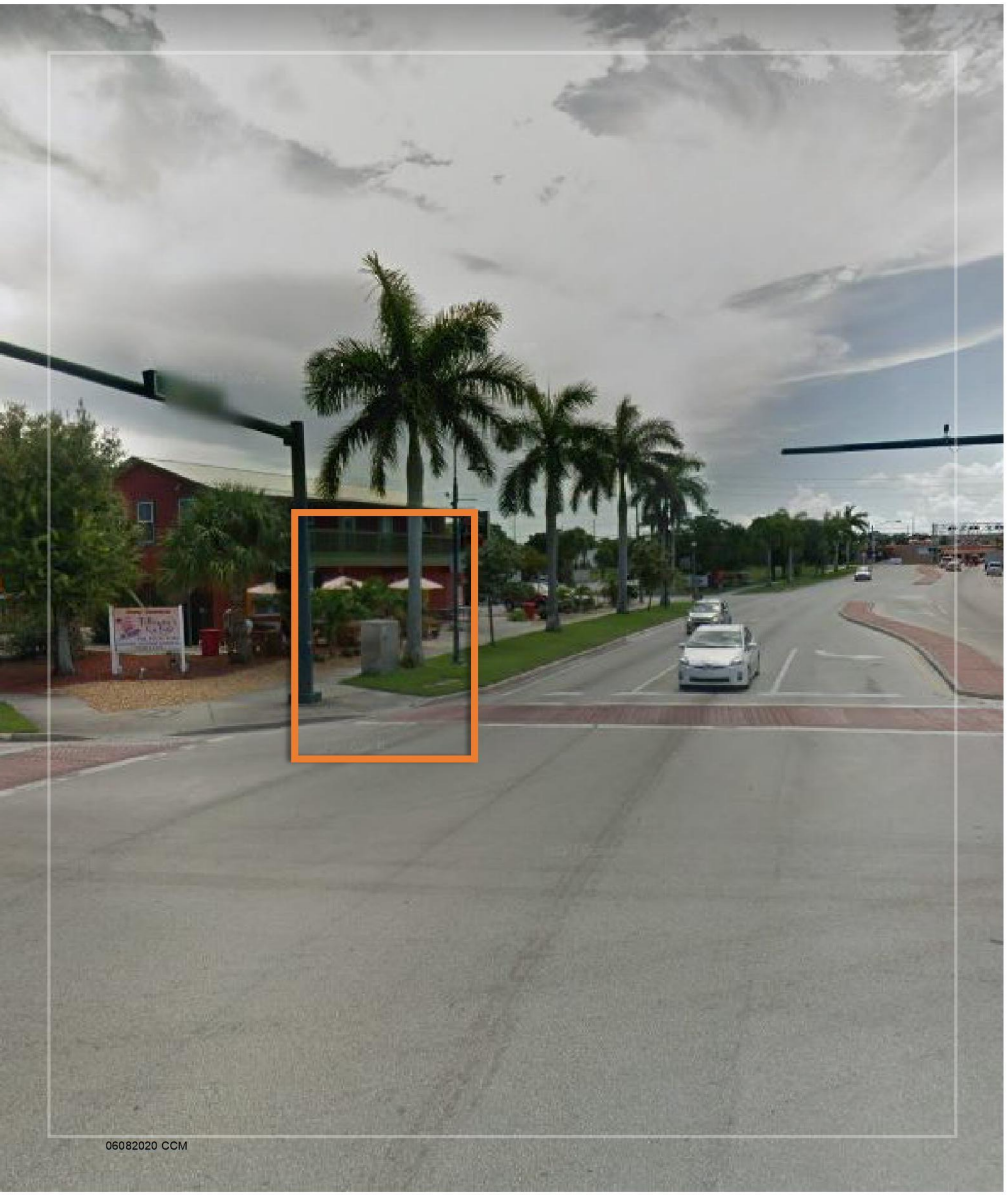


DESCRIPTION

- This box is located at the gateway to the South Beach and should capture the beachy, vibrant vibe as well as draw attention to South Hutchinson Island to US 1 travelers that may not know what it has to offer.







Seaway Dr. + Indian River Dr.





DESCRIPTION

- This box is located at the gateway to the South Beach and should capture the beachy, vibrant vibe as well as draw attention to South Hutchinson Island to US 1 travelers that may not know what it has to offer.



US 1 + Avenue D



DESCRIPTION

- This box is located at the gateway of Lincoln Park.
- I'm awaiting feedback from staff regarding their vision for these boxes.





US 1 + Avenue H



DESCRIPTION

- This box is located at the entrance of the Port and should draw visibility to this new activity generator.
- Alternative: Use shot of Indian River Lagoon





Avenue D + 7th St.



DESCRIPTION

- This box is located across the street from the "Welcome to Lincoln Park" sign and adjacent to the wrapped transformer box at the Community Services Building.
- I am awaiting feedback from staff for their vision for wraps on Avenue D.



Avenue D + 13th St.



DESCRIPTION

- This box is located directly next to a building so I'm not sure it is a great location for a wrap.

- Potential alternatives are:
- Avenue D and 25th Street
- US1 and Delaware Avenue





<ALTERNATIVES>