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MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY T Copus (asst mgr)

Return to:

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

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2095-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR THE HARBOUR WALK PRESERVE PROJECT CONSISTING OF 299,600 SQUARE FEET OF NON-RESIDENTIAL FLOOR SPACE INCLUDING; OFFICE, RETAIL AND HOTEL TOGETHER WITH A COMMUNITY TRAILHEAD ON APPROXIMATELY 53-ACRE PARCEL GENERLLY LOCATED AT THE NORTHEAST CORNER OF US-1 & WRIGHT BOULEVARD; PROVIDING FOR APPROVAL OF A MASTER/FINAL SITE PLAN; PROVIDING CONDITIONS FOR COMPLIANCE WITH APPLICABLE DESIGN STANDARDS; DECLARING THE PROPOSED CPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

* * * * *

WHEREAS, an application for CPUD zoning has been properly filed by Harbour Walk Preserve. LLC, a Florida limited liability company, herein referred to as "Applicant," or "Owner," as variously used herein; and

WHEREAS, the Owner, the fee simple title holder of Parcel 1 and lessee of a leasehold interest of Parcel 2 of the property, legally described as set forth in "Exhibit A-1", has requested

the approval of the City Commission to construct 299,600 square feet of non-residential floor space including; office, retail and hotel together with a community trailhead on the property; and

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

WHEREAS, the City Commission held a properly noticed hearing at a duly scheduled City Commission meeting to consider the application of the Owner for the Property to approve the "Harbour Walk Preserve CPUD" as a Commercial Planned Unit Development; and

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

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

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

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

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

SECTION 2: A legal description of the Property is set forth in **"Exhibit A-1"** attached hereto and made a part hereof by reference. A map depicting the Property is attached hereto as **"Exhibit A-2"** and made a part hereof by reference.

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

SECTION 4. The OWNER hereby warrants that it has, as a result of fee simple Ownership of Parcel 1 and a leasehold interest of Parcel 2, unified Ownership and/or control of all real property included in this PUD. Documents certifying title to Parcel A are attached hereto and incorporated herein as **Exhibit B**. A Covenant of Unified Control by the OWNER is attached hereto and incorporated herein as **Exhibit C**.

SECTION 5. The following documents, on file as public records of the City at the office of the City Development Department in City Hall, hereinafter the "Development Documents", shall be deemed a part of the development regulations applicable to the Property:

5.1 The development shall be subject to the development documents prepared by Urban Design Studio, West Palm Beach, Florida 33401, entitled "Harbour Walk" – CPUD Master Development Plan consisting of documents referenced as sheets 1-3, dated January 10, 2007, Job Number 06-017.00, on file with the City Development Department. A reduced copy of which is attached hereto as **Exhibit D** and by reference made a part hereof. Approval of the master development and final site plan shall authorize the OWNER to submit final development plans and subdivision plats in accordance with the terms and conditions of the approved master development and final site plan. Approval of the master development and final site plan by the CITY shall not constitute approval to build or construct any improvements, and is not the final approval necessary for construction of the development.

5.2 The development shall be subject to the Landscape Plan prepared by Urban Design Studio, West Palm Beach, Florida 33401, entitled "Harbour Walk Preserve – Landscape Plans" consisting of documents referenced as sheets 1-9, dated October 4, 2006, Job Number 06-017.00 as revised January 10, 2007, on file with the City Development Department.

5.3 The development shall be subject to the Architectural Building Elevations prepared by Peacock & Lewis, AIA, 3727 SE Ocean Boulevard, Suite 101, Sewall's Point, Florida

34996, entitled "Harbour Walk Preserve" consisting of documents referenced as sheets A1.1 to A10.2, dated as revised, on file with the City Development Department.

5.4 The development shall be subject to engineering documents prepared by Creech Engineers, Inc., 2000 NE Jensen Beach Boulevard, Jensen Beach, Florida 34957, entitled "Conceptual Plans of Harbour Walk Preserve", consisting of documents referenced as sheets C1 to C6, dated November 8, 2006, on file with the City Development Department.

5.5 The Timetable for Development as shown in **Exhibit E**, attached hereto and by reference made part hereof.

5.6 The conditions and requirements agreed to by the CITY and the OWNER as set forth in **Exhibit F**, attached hereto and by reference made a part hereof.

5.7 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

5.8 The development shall be subject to the Preserve Area Protection Maintenance and Monitoring Plan (PAMP) prepared by EW Consultants, dated November 2006, attached hereto as **Exhibit G** and by reference made a part hereof.

5.9 Unless otherwise agreed to by the City Commission via a minor PUD amendment, the off-site traffic improvements, attached hereto as **Exhibit H** and by reference made a part hereof, shall be completed prior to the issuance of a Certificate of Occupancy for the last building. In the event approval is not granted by FDOT or Martin County for a particular component of the package, the applicant shall make a cash contribution to the City in the amount indicated in **Exhibit H** for that particular improvement or component.

SECTION 6. The OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the approved master development and final site plan, final development plans, and the subdivision plats, hereinafter sometimes collectively referred to as development orders.

SECTION 7. The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Harbour Walk Preserve (hereinafter the "COVENANTS AND RESTRICTIONS"), which shall be submitted as part of the application for plat approval.

7.1 As part of said Covenants and Restrictions, the ASSOCIATION will be established for the maintenance, operation and management of the common areas as defined therein. The common areas in the PUD shall be designated as such and shown on the approved master development and final site plan, final development plans and subdivision plats. The Covenants and Restrictions shall be in conformity with such laws, ordinances and regulations as may be in effect at the time of the approval of the plat.

7.2 Except for conveyances to governmental entities, it shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument, which does not contain the Covenants and Restrictions or incorporate them by reference thereto.

7.3 The ASSOCIATION shall not be dissolved nor shall it dispose of any common areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the common areas, without first receiving approval of the CITY. The CITY, as a condition precedent to the dissolution or disposal of common areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.

7.4 In the event that the CITY determines that the ASSOCIATION (or any successor organization) has failed at any time to maintain the common areas of the PUD in reasonable order and condition in accordance with the approved development orders and applicable laws, ordinances, and regulations, then the CITY shall serve written notice by certified mail, return receipt requested, upon such organization and upon each Owner of real property within the PUD, which notice shall set forth the manner in which the organization has filed to maintain the common areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the CITY at a specified time [at least ten (10) days but not more than thirty (30) days after the sending of such notice] either to contest the alleged failure to maintain the common areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the CITY may allow, then the CITY, in order to preserve the taxable values of the real property within the Planned Unit Development and to prevent the common areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the CITY entering upon such common areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each Owner of real property within the PUD and shall be published in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing, the CITY may determine that it is advisable for the CITY to enter upon such common areas, take nonexclusive possession of them and maintain them, according to CITY standards, for one (1) year. Such entry, possession

and maintenance shall not be deemed a trespass when done in accordance with the above procedures. In no event shall any such entry, possession and maintenance be construed to give the public or the CITY any right to use the common areas.

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

SECTION 8. Except as otherwise provided herein, no building permits, certificates of occupancy or other development orders or approvals shall be issued by the City except in compliance with the aforesaid Development Documents. The failure of the Owner to complete development, or to comply with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further building permits, certificates of occupancy or other development approvals or orders shall be issued by the City 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 Owner to seek administrative or judicial redress.

SECTION 9. In addition to any other action for failure to complete development or to 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 Owner may appear, and may contest the allegation of breach or explain the reason or reasons for the breach.

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

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

In the event a material breach of this ordinance, and acceptance and agreement, by the Owner is found to have occurred, the City Commission may impose an administrative penalty. Upon a finding by the City Commission that any material condition of PUD approval has been breached, the City Commission may impose a penalty of up to $1,000.00 for each violation, and each repeat violation that occurs, along with all reasonable costs, including attorneys fees incurred by the City. In the event the violation found is a continuing violation from day to day, each day the violation is found to continue may be deemed a separate violation.

SECTION 10. In the event that all or a portion of the PUD should be destroyed by a storm, fire, or other common disaster, the OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved PUD Agreement, master development plan, final development plans, and subdivision plats.

SECTION 11. There shall at all times be a strict adherence to the provisions of this Agreement and the approved development orders. Any change or amendment to the Agreement and/or the approved master development plan, final development plans, and subdivision plats

shall only be made in accordance with Section 6.08.00.I., Change or Modification, Stuart Land Development Code.

SECTION 12. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

SECTION 13. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service: (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

TO: Harbour Walk Preserve, LLC
Attention: Michelle Sides, Esq.
EH Building Group
4227 Northlake Boulevard
Palm Beach Gardens, FL 33410

with a copy to:

John T. Carmody, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard, Suite 200
Stuart, Florida 34996

TO: City Manager
Stuart City Hall
121 SW Flagler Avenue
Stuart, Florida 34994

with required copy to:

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

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

SECTION 14. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

SECTION 15. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 16. All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the Owner of the site, this

ordinance shall prevail.

SECTION 17. 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 18. This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution by the Owner.

SECTION 19. Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

PASSED on first reading this 18th day of December 2006.

ADOPTED this 22nd day of January 2007.

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

	YES	NO	ABSENT
MARY L. HUTCHINSON, MAYOR	x		
JEFFREY KRAUSKOPF, VICE MAYOR	x		
MICHAEL MORTELL, COMMISSIONER	x		
JAMES A. CHRISTIE, COMMISSIONER	x		
CAROL S. WAXLER, COMMISSIONER	x		

ATTEST:

Mary Nash

~~CHERYL WHITE~~ MARY NASH
County **CITY CLERK**

APPROVED AS TO FORM AND CORRECTNESS:

PAUL J. NICOLETTI
CITY ATTORNEY

MARY L. HUTCHINSON
MAYOR

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

Cheryl A. White
City Clerk

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN ORDINANCE 2095-07, AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

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

WITNESSES:

B. L. Parker

Print Name: BELINDA PARKER

Mary Nash

Print Name: MARY NASH

Harbour Walk Preserve, LLC.,
a Florida Limited Liability Corporation

By: _____
~~It's Member-Manager~~

OWNER'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement No. 2095-07, was acknowledged before me this 13 day of April, 2007, by HARRY C. STODDARD, III, the CH. OPER. OFFICER of Harbor Walk Preserve, LLC, a Florida Limited Liability Company.

Notary Seal

Notary Public, State of Florida
My Commission Expires:

Personally Known ___ OR Produced Identification FL DVRS LICENSE
Type of Identification Produced S336-363-59-105-0

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 13 day of April, 2007, by Mary L. Hutchinson, and ~~Cheryl White~~ MARY NASH DEPUTY, the Mayor and City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Public, State of Florida
My Commission Expires:

Notary Seal

Personally Known X OR Produced Identification ___
Type of Identification Produced ___

EXHIBIT A - 1

HARBOUR WALK PRESERVE - LEGAL DESCRIPTIONS

PARCEL 1 – Harbour Walk Preserve, LLC Acreage

PARCEL A:

THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING NORTHWESTERLY OF THE RIGHT-OF-WAY OF STATE ROAD 707. (A1A)

AND

THE SOUTH 755 FEET OF NORTH ONE-HALF OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING EAST OF STATE ROAD NO. 5. (U.S. HIGHWAY 1)

AND

THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; LESS AND EXCEPTING THE RIGHT-OF-WAY FOR STATE ROAD 707.(A1A)

AND

THAT PART OF THE SOUTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING NORTHWESTERLY OF THE RIGHT OF WAY OF STATE ROAD 707.(A1A)

AND

THE NORTH 500 FEET OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING EAST OF U.S. HIGHWAY NO. 1 RIGHT OF WAY.

AND

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, THENCE RUN SOUTH 1255 FEET TO A CONCRETE MONUMENT SET ON THE SOUTHWEST CORNER OF NORTH 1/2 OF GOVERNMENT LOT 2; THENCE RUN SOUTH 88°55' EAST, A DISTANCE OF 1246.4 FEET TO A CONCRETE MONUMENT SET

ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 39°54' EAST, A DISTANCE OF 157.7 FEET TO A CONCRETE MONUMENT SET ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 0°09' WEST, A DISTANCE OF 1129.8 FEET TO A STAKE SET ON THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE RUN NORTH 88°55' WEST, A DISTANCE OF 1342.6 FEET TO THE POINT OF BEGINNING, BEING THE NORTH 1/2 OF GOVERNMENT LOT 2, LESS RAILWAY AND HIGHWAY RIGHT-OF-WAY.

AND

ALSO THAT PORTION OF THE SOUTH 1/2 OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT, MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE AFORESAID GOVERNMENT LOT 2 AND BEING 1255 FEET SOUTH (TRUE) OF THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 2, RUN SOUTH 88°55' EAST 1246.4 FEET TO A CONCRETE MONUMENT ON THE WEST RIGHT-OF-WAY OF SAID STATE ROAD 707(A1A); THENCE RUN SOUTH 39°54' WEST ALONG THE RIGHT-OF-WAY OF SAID STATE ROAD 707, A DISTANCE OF 191.9 FEET TO A CONCRETE MONUMENT. THENCE RUN NORTH 87°05' WEST, A DISTANCE OF 1122.2 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING ON THE WEST LINE OF THE AFORESAID GOVERNMENT LOT 2; THENCE RUN NORTH (TRUE) ALONG THE WEST LINE OF THE AFORESAID GOVERNMENT LOT 2, A DISTANCE OF 118 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AND LESS AND EXCEPTING;

THE RIGHT-OF-WAY OF WRIGHT BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 130, PAGE 274, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, AND THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1.

AND LESS AND EXCEPTING THE FOLLOWING;

START AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; THENCE RUN NORTH 88°50'34" WEST, ALONG THE NORTH LINE OF SECTION 32, A DISTANCE OF 1341.41 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 32; THENCE RUN SOUTH 00°06'06" WEST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 846.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE TO RUN SOUTH 00°06'06" WEST, A DISTANCE OF 280.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 39°07'36" EAST ALONG RIGHT OF WAY LINE, A DISTANCE OF 355.12 FEET; THENCE RUN NORTH 88°50'34" WEST, A DISTANCE OF 223.64 FEET TO THE POINT OF BEGINNING;

AND LESS AND EXCEPTING THE FOLLOWING;

THAT TRIANGULAR PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 2 OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING BETWEEN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT COUNTY ROAD CROSSING THE F.E.C. RAILROAD AND KNOWN AS ALICE AVENUE.

AND LESS AND EXCEPTING THE FOLLOWING;

THAT CERTAIN PARCEL OF LAND DESCRIBED AS ALL OF GOVERNMENT LOT 2 LYING SOUTHERLY OF A LINE THAT IS 400 FEET NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707 AND EASTERLY OF A LINE WHICH IS PERPENDICULAR TO WRIGHT BOULEVARD AND 400 FEET WEST OF THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND STATE ROAD 707, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST.

AND LESS AND EXCEPTING THE FOLLOWING;

FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, BEAR NORTH 87°23'30" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO A POINT; THENCE BEAR NORTH 2°36'30" EAST, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 2°36'30" EAST, A DISTANCE OF 170 FEET; THENCE BEAR SOUTH 87°23'30" EAST, A DISTANCE OF 240 FEET; THENCE BEAR SOUTH 2°36'30" WEST, A DISTANCE OF 170 FEET; THENCE BEAR NORTH 87°23'30" WEST, A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING. LOCATED IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

AND LESS AND EXCEPTING THE FOLLOWING;

FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, BEAR NORTH 87°23'30" WEST ALONG THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°23'30" WEST, A DISTANCE OF 50 FEET; THENCE NORTH 2°36'30" EAST, A DISTANCE OF 600 FEET; THENCE SOUTH 87°23'30" EAST, A DISTANCE OF 50 FEET; THENCE SOUTH 2°36'30" WEST, A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THE EAST 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING NORTHWESTERLY OF STATE ROAD 707.

PARCEL 2 – City's Flag Lot

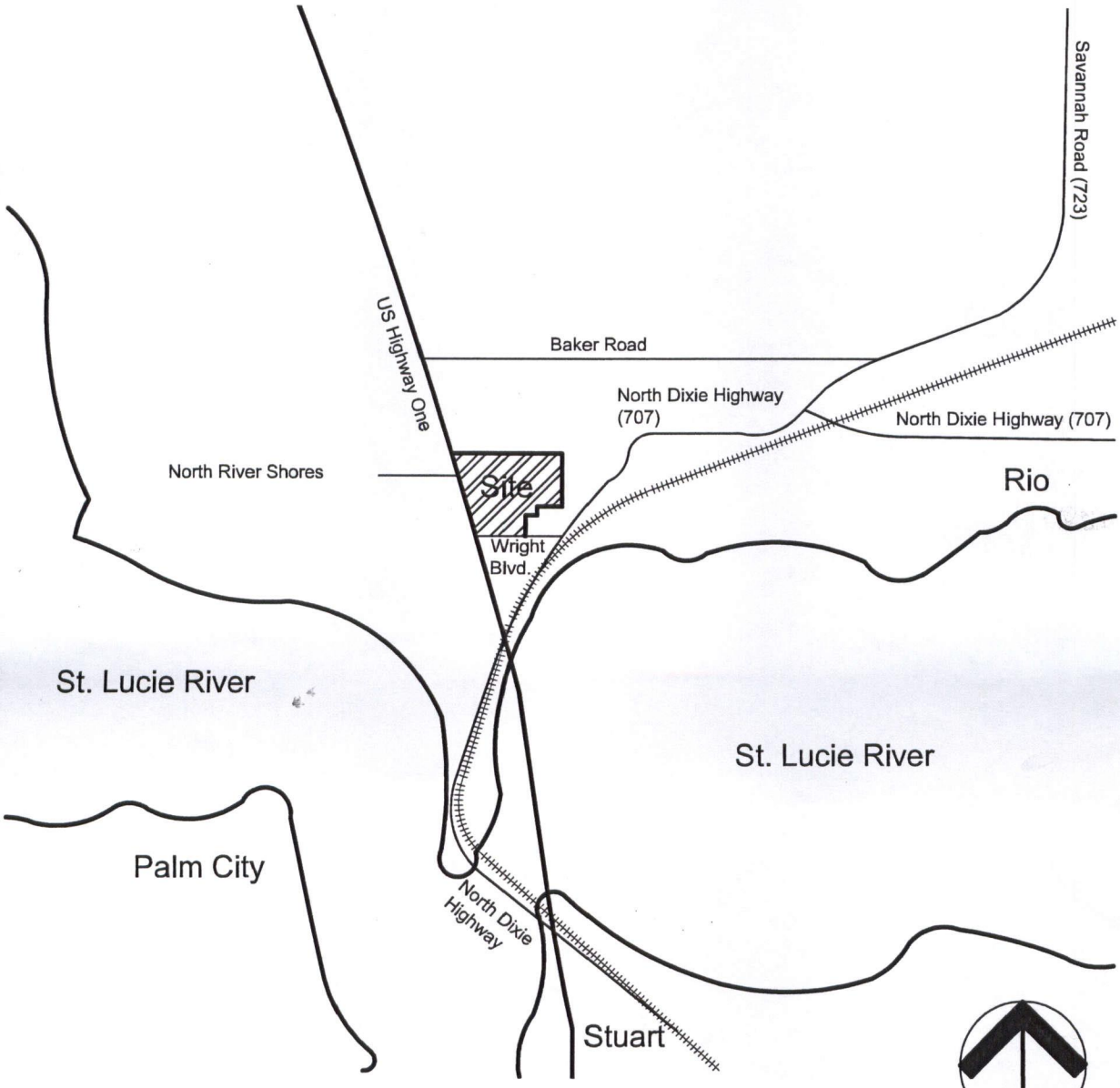
FROM THE INTERSECTION OF THE NORTH RIGHT OF WAY OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 707, BEAR NORTH 87°23'30" WEST ALONG THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°D23'30" WEST, A DISTANCE OF 50 FEET; THENCE NORTH 2°36'30" EAST, A DISTANCE OF 600 FEET; THENCE SOUTH 87°23'30" EAST, A DISTANCE OF 50 FEET; THENCE SOUTH 2°36'30" WEST, A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

FROM THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 707, BEAR NORTH 87°23'30" WEST ALONG THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO A POINT; THENCE BEAR NORTH 2°36'30" EAST, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°36'30" EAST, A DISTANCE OF 170 FEET; THENCE BEAR SOUTH 87°23'30" EAST, A DISTANCE OF 240 FEET; THENCE BEAR SOUTH 2°36'30" WEST, A DISTANCE OF 170 FEET; THENCE BEAR NORTH 87°23'30" WEST, A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING. LOCATED IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

EXHIBIT A - 2

HARBOUR WALK PRESERVE – LOCATION MAP



Harbour Walk

Stuart, Florida
Location Map

urban design studio
Urban Planning & Design
Landscape Architecture
Communication Graphics

The Lofts at City Place
477 S. Rosemary Ave., Suite 225
West Palm Beach, FL 33401
561.366.1100
Fax 561.366.1111
www.UDSonline.com

EXHIBIT B

HARBOUR WALK PRESERVE - OWNERSHIP CERTIFICATE

I, David Norris, a member of The Florida Bar, hereby certify that the record title to the property described in Parcel 1 of **Exhibit A-1** of Ordinance Number 2095-07 adopted the 22nd day of January, 2007, by the City of Stuart, is in the Ownership of Harbour Walk Preserve, LLC.

I also certify that Harbour Walk Preserve, LLC, has a leasehold interest in the property described in Parcel 2 of **Exhibit A-1** of Ordinance Number 2095-07 adopted the 22nd day of January, 2007, by the City of Stuart.

Dated this 26TH day of APRIL, 2007.

By: _____

David Norris, Esq.
Florida Bar No.: 356654
Cohen, Norris, Scherer, Weinberger and Wolmer
712 U.S. Hwy. One
North Palm, FL 33408
(561) 844-3600

EXHIBIT C

HARBOUR WALK PRESERVE - UNIFIED CONTROL

The undersigned, being the OWNER of the property described in Parcel 1 and the LESSEE of the property described in Parcel 2, of **Exhibit A-1** of Ordinance Number 2095-07 adopted the 22nd day of January, 2007, by the City of Stuart, does hereby covenant and agree that the property described in **Exhibit A-1** shall be held under single Ownership and control, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of Ordinance Number 2095-07.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within Ordinance Number 2095-07, then each phase or portion of phase may be conveyed separately upon final development plan and plat approval of that phase or portion of a phase.

2. Common elements, common open areas and developed recreation areas, if any, may be conveyed to a property Owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas or developed recreation areas as applicable.

3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the City Commission may deem appropriate.

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

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

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

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

WITNESSES:

Print Name: BELINDA PARKER

Print Name: MARY NASH.

OWNER

HARBOUR WALK PRESERVE, LLC, a Florida limited liability company

By: _____

Date: 4-13-07

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HARRY C. STODDARD, III, CH. OP. OFFICER of Harbour Walk Preserve, LLC, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 13TH day of APRIL, 2007.

(NOTARIAL STAMP)

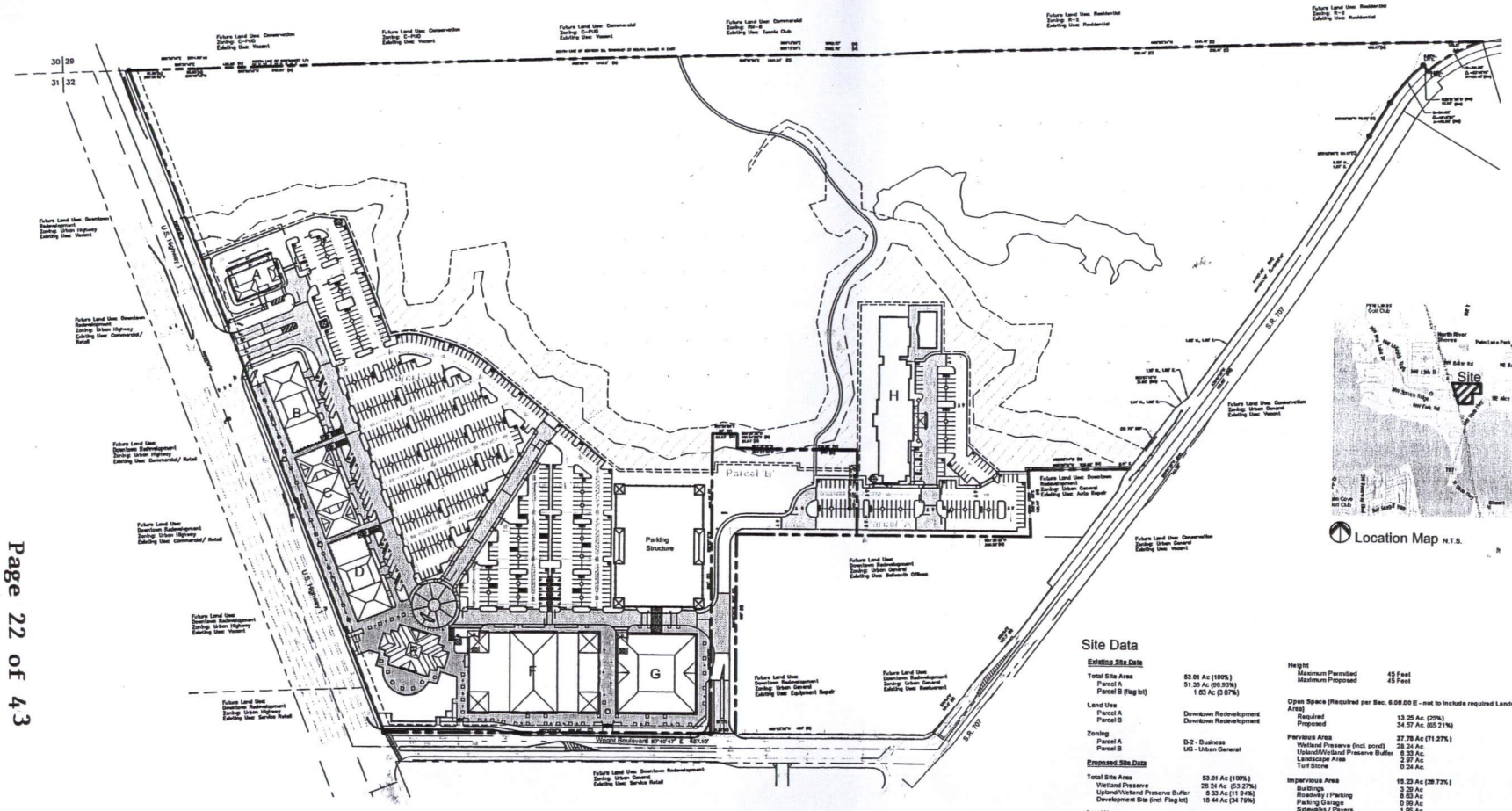
PAUL J. NICOLETTI
MY COMMISSION EXPIRES
July 26, 2010
#DD 573129
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
My commission expires:

EXHIBIT D

HARBOUR WALK PRESERVE – PUD MASTER DEVELOPMENT AND FINAL SITE PLAN

PUD master development and final site plan as approved by the City Commission to be attached as **Exhibit D**.



Location Map N.T.S.

Legal Description

(See PUD Document)

Development Team

Owner / Developer
Harbour Walk Preserve, LLC
4227 Northlake Boulevard
Palm Beach Gardens, FL 33410
Phone: 516.626.6121
Fax: 561.626.2150

Landscape Architect / Planner
Urban Design Studio
477 S. Rosemary Avenue, Suite 225
West Palm Beach, FL 33401
Phone: 561-366-1100
Fax: 516-366-1111

Environmental
EW Consultants, Inc.
2081 SE Ocean Blvd., Suite 2B
Stuart, FL 34996
Phone: 772.287.2988
Fax: 772.287.8771

Architect
Peacock & Lewis
3727 SE Ocean Blvd., Suite 101
Stuart, FL 34994
Phone: 772.220.5909
Fax: 772.220.2619

Engineer / Surveyor
Creech Engineering, Inc.
2000 NE Jensen Beach Blvd.
Jensen Beach, FL 34957
Phone: 772.283.1413
Fax: 772.220.7881

Attorney
Gunster Yoakley
800 SE Monterey Commons Blvd.
Suite 200
Stuart, FL 34996
Phone: 772.288.1980
Fax: 772.288.0610

Traffic Engineer
Susan O'Rourke, PE
811 SE Ocean Blvd.
Stuart, FL 34994
Phone: 772.781.7918
Fax: 772.781.9261

Site Data

Existing Site Data

Total Site Area	53.01 Ac (100%)
Parcel A	51.38 Ac (96.93%)
Parcel B (flag lot)	1.63 Ac (3.07%)
Land Use	
Parcel A	Downtown Redevelopment
Parcel B	Downtown Redevelopment
Zoning	
Parcel A	B-2 - Business
Parcel B	UG - Urban General

Proposed Site Data

Total Site Area	53.01 Ac (100%)
Wetland Preserve	28.24 Ac (53.27%)
Upland/Wetland Preserve Buffer	6.33 Ac (11.94%)
Development Site (incl Flag lot)	18.44 Ac (34.79%)
Land Use	
Parcel A	Downtown Redevelopment
Parcel B	Downtown Redevelopment
Zoning	
Parcel A	CPUD - Commercial PUD
Parcel B	CPUD - Commercial PUD
Total Square Footage	299,800 sf (100%)
Office (Bldg G)	100,000 sf (33.3%)
Retail (Bldg. B,C,D&E)	54,000 sf (18.0%)
Specialty Retail (Bldg. F)	50,000 sf (16.7%)
Restaurant (Bldg. B,C,D&E)	20,000 sf (6.7%)
Bank (Bldg. A)	5,000 sf (1.7%)
Hotel (Bldg H) (100 Rooms)	70,800 sf (23.6%)
(100 Rooms / 6,000 SF Meeting Rooms)	
Buildings	
Building A	1 Story, 5,000 sq ft
Building B	1 & 2 Story, 20,000 sq ft
Building C	2 Story, 24,000 sq ft
Building D	1 & 2 Story, 20,000 sq ft
Building E	2 Story, 10,000 sq ft
Building F	1 & 2 Story, 50,000 sq ft
Building G	4 Story, 100,000 sq ft
Building H	264 Story, 70,800 sq ft

Height

Maximum Permitted	45 Feet
Maximum Proposed	45 Feet

Open Space (Required per Sec. 6.08.00 E - not to include required Landscape Area)

Required	13.25 Ac. (25%)
Proposed	34.57 Ac. (65.21%)

Pervious Area 37.79 Ac (71.27%)

Wetland Preserve (incl. pond)	28.24 Ac
Upland/Wetland Preserve Buffer	6.33 Ac.
Landscape Area	2.97 Ac
Turf Stone	0.24 Ac

Impervious Area 15.23 Ac (28.73%)

Buildings	3.29 Ac
Roadway / Parking	8.63 Ac
Parking Garage	0.99 Ac
Sidewalks / Pavers	1.66 Ac
Pool	0.09 Ac
Water Feature	0.31 Ac

Preserve Area

Total Site Area	53.01 Ac
Wetland Preserve	28.24 Ac
Upland / Wetland Preserve Buffer	
Required	5.66 Ac
Provided	6.33 Ac

Parking (Sec. 6.03.06)

Required	Provided
Office, Business and Professional (1 sp./300 sf) (100,000 sf/300 sf)	333 Spaces
Retail, Intensive Sales & Service (In-line Stores) (1 sp./200 sf) (54,000 sf/200 sf)	270 Spaces
Retail, Non-Intensive Sales & Service (Specialty Retail) (1 sp./250 sf) (50,000 sf/250 sf)	200 Spaces
Restaurant, General walk-in (1 sp./3 seats based on max. seating capacity, plus 1 sp /employee) (600 seats/3, plus 49 employees)	316 Spaces
Bank and Savings & Loan (1 sp./300 sf, plus queuing spaces) (5,000 sf/300 sf, plus 6 queuing)	17 Spaces (6 Queuing)
Hotel and Meeting Room (1 sp./rental room, plus 2 spaces per 3 employees) (100 rooms/1, plus 15 employees)	110 Spaces
Total Required	1,346 Spaces
Total Provided	1,262 Spaces
Surface	782 Spaces
Garage	480 Spaces

Loading Spaces (min 10' x 25')

Required	
Provided	8 Spaces

Accessible Spaces

Required (2% plus 1 for each 100 over 1000)	22 Spaces
Provided (Min. 4 spaces in garage)	26 Spaces

urban design studio
Urban Planning & Design
Landscape Architecture
Communication Graphics
The Lofts at City Place
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West Palm Beach, FL 33401
561.366.1100
Fax 561.366.1111
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Job Number: 05-017.00 P.M. KT

Submittal Dates / Drawn By

04/26/05	KT
07/21/05	KT
09/16/05	KT
10/26/05	KT
01/04/06	KT
02/10/06	KT

Harbour Walk
Stuart, Florida
CPUD Master Development Site Plan

EXHIBIT D(1)

Scale: 1" = 100'-0"
0 50' 100' 200'

Sheet 1 of 3

EXHIBIT D(2)

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Urban Planning & Design
Landscape Architecture
Communication Graphics

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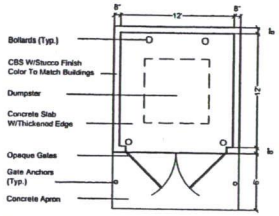
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Harbour Walk

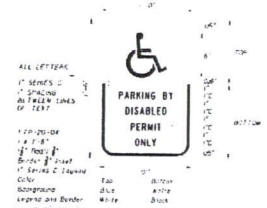
Stuart, Florida
CPUD Master Development Site Plan

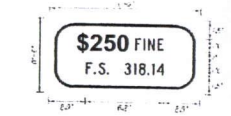
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0 30' 60' 120'

Sheet 2 of 3

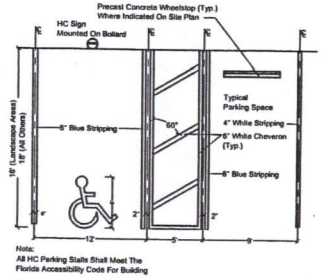


Dumpster Detail
N.T.S.

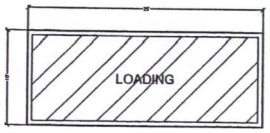




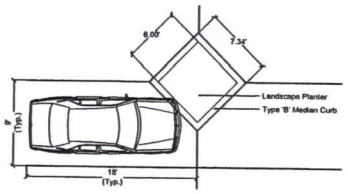
Accessible Parking Sign Details N.T.S.



Accessible & Typical Parking Space Details N.T.S.



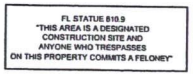
Loading Area Detail N.T.S.



Landscape Diamond Detail N.T.S.

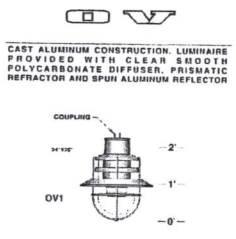
General Notes:

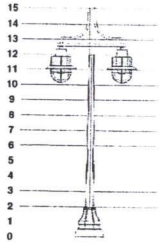
1. Please see the architect for drawings for typical building elevations and floor plans.
2. Qualified biologist will be responsible for site clearing.
3. The protected trees and preserve areas will be protected by barricades during construction.
4. All development shall comply with wetland protection requirements of all federal, state and regional agencies having regulatory authority.
5. All buildings are to be numbered. Building numbers should be a minimum of 6" tall, well lighted, visible from the roadway and in plain view for emergency locating.
6. The pool area shall be: completely fenced, gated and locked per code requirements, and provide life saving apparatus, and a telephone with 911 accessibility.
7. Proposed entrance signage to be set back to allow for all required clear site triangles.
8. Roof top mechanical equipment to be screened from public view.
9. All landscape areas abutting vehicular use areas will be protected by curb.
10. Parking stalls are 9' x 18' or 9' x 16', with 2' overhang. Drive aisles are 24'.
11. The required wetland upland buffer is on average 75' for an outstanding resource wetland.
12. The parking structure will have stairwells that are visible from the exterior
13. The parking structure's first floor will have openings screened using wire mesh or stretch cable
14. Elevators and entrances will be monitored by camaras and sound monitors indicated with signs



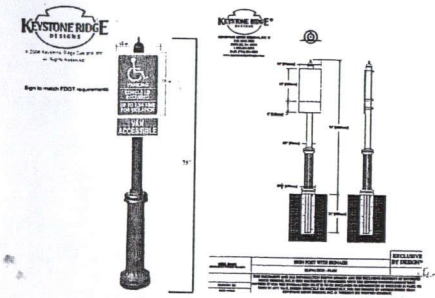
FLorida Statue 810.9
5)(a) "Posted land" is that land upon which signs are placed not more than 500 feet apart along, and at each corner of, the boundaries of the land, upon which signs there appears prominently, in letters of not less than 2 inches in height, the words "no trespassing" and in addition thereto the name of the owner, lessee, or occupant of said land. Said signs shall be placed along the boundary line of posted land in a manner and in such position as to be clearly noticeable from outside the boundary line.

No Trespassing Sign Detail N.T.S.

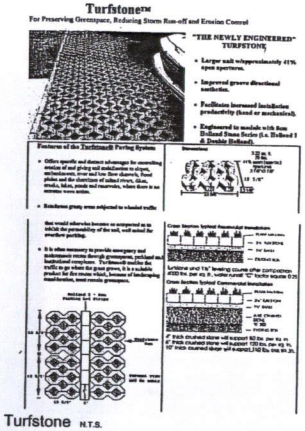




Decorative Pedestrian Light Fixture N.T.S.

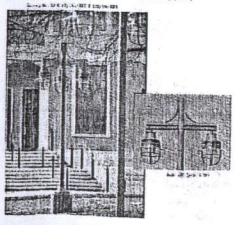


Accessible Bollard N.T.S.

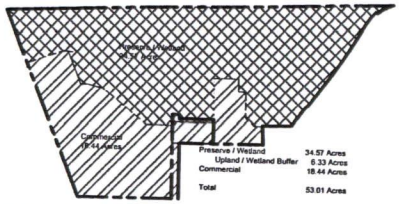


Turfstone N.T.S.





sun valley



Land Use Distribution Exhibit N.T.S.



Monument Sign For Building 'A' (U.S. Highway 1)



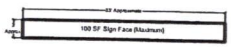
Monument Sign For Trail Head And Directional Sign For Hotel



Project Identification Sign For U.S. Highway 1 Entrance

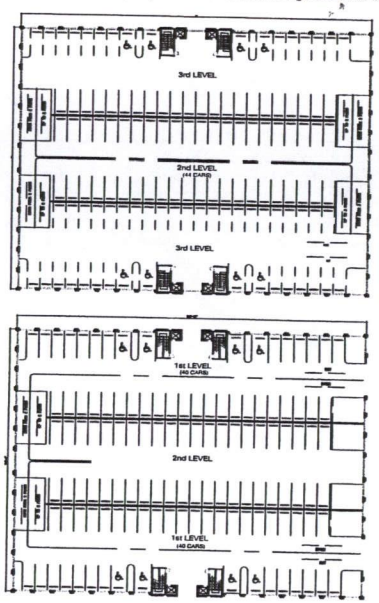


Monument Sign For Wright Boulevard Entrance



Project Identification Sign For Corner Of U.S. Highway 1 And Wright Boulevard

Monument And Project Identification Sign Exhibits N.T.S.
* Typical signs. Maximum sign face area will not be exceeded, but dimensions may vary. In no instance shall the sign exceed 12' in height.



Parking Deck Floor Layouts N.T.S.

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Landscape Architecture
Communication Graphics
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Job Number: 05-017.00 PJM KT

Submittal Dates	Drawn By
2/24/2006	EB
3/29/2006	EB
5/4/2006	EB
7/21/2006	EB
8/14/2007	EB
10/1/2007	EB

Harbour Walk
Stuart, Florida
CPUD Master Development Site Plan

Exhibit (D) (2).

Scale: 1" = 60'-0"
0 30' 60' 120'

Sheet 3 of 3

EXHIBIT E

HARBOUR WALK PRESERVE - TIMETABLE FOR DEVELOPMENT

A. This development shall be constructed in accordance with this timetable of development.

B. Application for a development permit shall be submitted prior to December 31, 2007 and all applications for building permits shall be submitted prior to December 31, 2010.

C. Plat approval for the Harbour Walk Preserve PUD must be obtained and be recorded prior to the issuance of a certificate of occupancy for the first building.

EXHIBIT F

HARBOUR WALK PRESERVE - SPECIAL CONDITIONS

A. Approved Plans and Documents

1. The development shall be subject to the development documents prepared by Urban Design Studio, West Palm Beach, Florida 33401, entitled "Harbour Walk" – CPUD Master Development Plan consisting of documents referenced as sheets 1-3, dated January 10, 2007, Job Number 06-017.00, on file with the City Development Department.

2. The development shall be subject to the Landscape Plan prepared by Urban Design Studio, West Palm Beach, Florida 33401, entitled "Harbour Walk Preserve – Landscape Plans" consisting of documents referenced as sheets 1-9, Job Number 06-017.00 as revised January 10, 2007, on file with the City Development Department.

3. The development shall be subject to the Architectural Building Elevations prepared by Peacock & Lewis, AIA, 3727 SE Ocean Boulevard, Suite 101, Sewall's Point, Florida 34996, entitled "Harbour Walk Preserve" consisting of documents referenced as sheets A1.1 to A10.2, dated as revised, on file with the City Development Department.

4. The development shall be subject to engineering documents prepared by Creech Engineers, Inc., 2000 NE Jensen Beach Boulevard, Jensen Beach, Florida 34957, entitled "Conceptual Plans of Harbour Walk Preserve", consisting of documents referenced as sheets C1 to C6, dated November 8, 2006 and as revised, on file with the City Development Department.

5. The development shall be subject to the Preserve Area Protection Maintenance and Monitoring Plan (PAMP) prepared by EW Consultants, dated November 2006, and attached as Exhibit G.

B. Environmental and Landscaping

6. If applicable, the applicant shall submit a monetary contribution to the City Development Department for mitigation of the removal of protected trees in accordance with the Natural Resource Protection Standards of the City's Land Development Regulations, Section 5.05.03, prior to the issuance of a development permit. The total monetary contribution may be adjusted based on a revised tree mitigation plan submitted by the Owner subject to the review and approval of the Development Department prior to the issuance of a development permit.

7. All landscape areas shall be provided with an irrigation system of sufficient 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 prior to installation. The Owner shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

9. A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted prior to the issuance of a certificate of occupancy for the first building.

10. "Hat racking" of trees is prohibited on the property.

11. Notwithstanding any permits granted by federal, state or other agencies, the applicant shall not be permitted to destroy gopher tortoises on the subject property, but shall ensure their relocation in accordance with Florida Fish and Wildlife Conservation Commission guidelines.

12. An upland buffer/tree protective barrier plan shall be reviewed, approved and inspected by the applicant's environmental consultant and by a City staff person or consultant prior to construction activity to ensure that all preserve areas are not disturbed.

12.A. Any excess wetland mitigation credits for the subject property, as defined by the South Florida Water Management District (SFWMD), may be utilized by the Applicant. However, any such use of the subject property for wetland mitigation purposes, other * than by the Applicant to satisfy the City requirements, shall require 30 days written notice to the City, prior to approval by the Applicant.

C. Prior to Issuance of Development Permit and/or Certificate of Occupancy

13. Development is subject to a long-term lease with the City for the 'Flag' lot, under terms acceptable to the parties. The lease shall be signed and in place prior to the issuance of final site plan approval.

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

15. A subdivision plat shall be approved by the City Commission and shall be recorded in the public records of Martin County prior to the issuance of a Certificate of Occupancy for the first building.

16. Final development site plan and construction drawings shall be reviewed and approved by all applicable City departments.

*** V CLERK'S NOTE: Also satisfy SFWMD and US Army Corp of Engineers requirements.**

17. All required regulatory agency permits shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit.

18. In a form acceptable to the City Attorney, and prior to the issuance of a Certificate of Occupancy for the last building, or no later than December 31, 2008, whichever is the sooner the applicant shall provide to the City a non-exclusive, perpetual, conservation easement, the location of which will be field verified, to the site's approximately 28 acres of wetland preserve area which borders Haney Creek property to the north. The City shall indemnify the Owner from any and all injuries or damages in any way caused to persons using this easement. Further the applicant shall donate $200,000 to the City for environmental improvements and the installation of a boardwalk and/or mulched path within the Haney Creek area as deemed appropriate by the City prior to issuance of a Certificate of Occupancy for the last building or no later than December 31, 2008, whichever is the sooner.

19. Prior to the issuance of a Certificate of Occupancy for the last building, or no later than December 31, 2008, whichever is the sooner, the applicant shall donate $150,000 to the City for the provision of facilities at the Haney Creek Preserve project.

20. Unless otherwise agreed to by the City Commission via a Minor PUD Amendment, all off-site traffic improvements agreed to by the applicant, as listed in Exhibit H [illegible] shall be completed prior to the issuance of a Certificate of Occupancy for the last building. In the event approval is not given by FDOT or Martin County for a particular component of the package, the applicant shall make a cash contribution to the City in the amount indicated in Exhibit H.

21. Development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:

    - Site Plan construction approval;
    - The issuance of building permits to commence construction; and
    - Pays all applicable impact and permit fees.

D. Development and Construction

22. All mechanical equipment associated with the development shall be roof top or adequately screened with decorative screening or landscaped with hedge material.

23. Backflow prevention devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.

24. The overhead utility line adjacent to the developed areas of the site along Wright Boulevard and US Highway One shall be buried, as approved by the Florida Power and Light Company, prior to the issuance of a Certificate of Occupancy for the last building. All utilities internal to the development shall be buried underground.

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

26. All pole lighting, bollards, fencing and similar structures shall be of a decorative character. Poles for lighting in the parking areas shall not exceed 25 ft. in height and shall not exceed 15 ft in height in pedestrian areas. All lighting shall have a consistent theme throughout the development.

27. All exterior building finishes shall be constructed with cementitious material and no structural framing, except for roof trusses shall be constructed of wood building materials.

28. Construction activities shall not begin prior to 7:00 A.M. on weekdays and 8:00 A.M. on weekends and legal holidays. Work shall cease by 7:00 P.M.

29. All utility improvements constructed by the Owner within the City's right-of-way including all lift stations shall be conveyed to the City in a manner and form acceptable to the City Attorney and the City Public Works Director. The Owner shall convey an easement for any utilities required for the development of the site that are not located within the public right-of-way.

30. All building materials and colors shall comply with Section 3.01.04 of the Architectural Standards in the City Land Development Regulation.

31. Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the City Code and shall be consistent with the sign plan.

32. Street furniture provided on-site shall be of high quality and aesthetically pleasing appearance. Street furniture shall be reviewed and approved by staff prior to the issuance of a development permit.

33. Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the last building.

E. Development Timetable

34. The timetable for development shall be as described in Exhibit E as attached hereto and by reference made a part hereof.

35. In the event construction of the site and buildings are abandoned (a period of six months or longer) the City may rezone the property to another appropriate sub-district or use.

F. Signage

36. Three (3) monument signs and three (3) project identification signs shall be permitted in the locations depicted on the PUD master and final site plan. Said signs shall comply with the detail provided on Sheet 3 of the PUD master and final site plan. Each ground floor tenant may have two wall and/or projecting signs, one on the street side and the parking area side of the building. Said signs shall not exceed one square foot of signage per linear foot of store frontage not to exceed 100 square feet. A maximum of two wall signs, on both the street and parking area sides of the building, shall be permitted on the second floor of Buildings B, C, D, and E. Said signs shall not exceed 120 square feet per building side. A sign plan, to include details on all project identification, monument, wall, projecting and directional signs shall be approved by the Development Department prior to the issuance of the development permit. In no instance shall message boards or any sign which includes scrolling, flashing or blinking letters or symbols be permitted. Internally lit signs shall not be permitted, however, reverse channel metal letters with concealed neon lighting shall be permitted.

G. Prohibited

37. No temporary or modular buildings are permitted on the property. However, a temporary construction trailer, which requires a separate City permit, shall be allowed on-site and said trailer shall be certified by the Department of Community Affairs.

38. Billboards are prohibited on the property. All existing billboard(s) present on the site shall be removed prior to the issuance of a Certificate of Occupancy for the first building.

39. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited.

40. Outdoor display/storage of merchandise shall be permitted on the north side of Building F. Such merchandise shall be maintained in an orderly fashion, and occupy a maximum of 100 square feet. A clear pedestrian walkway a minimum of 6 feet in width shall be maintained at all times on the north side of Building F.

41. Outdoor dining areas are permitted, provided the overall approved number of seats is not exceeded. Such dining areas shall be maintained in an orderly fashion. A clear pedestrian walkway a minimum of 6 feet in width shall be provided at all times.

42. Outdoor entertainment is permitted within the pedestrian areas of the development in accordance with the times and limits set forth in City's Noise Ordinance.

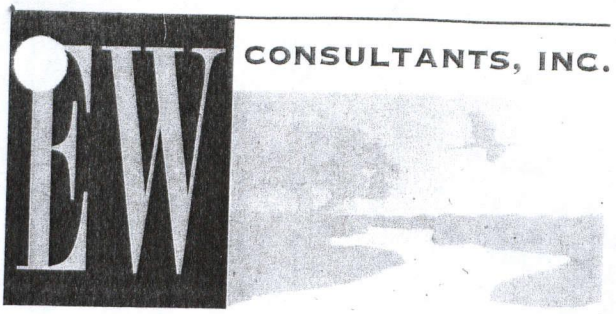
43. Seasonal sales are permitted for a time period not to exceed thirty (30) continuous days, up to four times per year. A separate City permit is required for such sales. Such sales shall be located in the parking area and shall not exceed 8,000 square feet in area.

44. The City of Stuart shall apply as co-applicants on all necessary regulatory permits that include the City owned Flag Lot.

EXHIBIT G

HARBOUR WALK PRESERVE – PRESERVE AREA MAINTENANCE PLAN

See attached Preserve Area Maintenance Plan



PRESERVE AREA MAINTENANCE PLAN

Prepared For:

Harbour Walk Preserve

Prepared By:
EW Consultants, Inc.
2081 SE Ocean Boulevard, Suite 2B
Stuart, Florida 34996

© November 2006

2081 SE OCEAN BLVD., SUITE 2B • STUART, FL 34996 772-287-8771 • FAX 772-287-2988
www.ewconsultants.com

INTRODUCTION

This Preserve Area Maintenance Plan (PAMP) for Harbour Walk Preserve has been developed in accordance with the provisions set forth in Chapter V, Resource Protection Standards, of the City of Stuart's Land Development Regulations. Such plans are required for all new developments that occupy more than one acre within the City of Stuart. Below is the site description and summary of proposed on-site preservation for the subject parcel.

This report is based on an Environmental Assessment prepared to inventory the vegetative communities present, as well as an analysis of the presence, potential impacts, and management implications for wildlife on the site with special emphasis on any listed plant or animal species. The Environmental Assessment (provided under separate cover) was prepared based on field reconnaissance on the subject property performed between October 2003 and September 2006. In preparing a September 2006 update to the environmental assessment, more than 20 man hours of additional field work was conducted in September 2006 in order to reflect the most current site conditions. As a result, there have been minor changes in vegetative cover mapping to reflect over three years of continued growth of nuisance and exotic vegetation.

SITE DESCRIPTION

The following Preserve Area Maintenance Plan was prepared for the Harbour Walk project. The subject parcel is 53 +/- acres in size and is located east of and adjacent to US 1, north of and adjacent to Wright Boulevard, and west of and adjacent to S.R. 707 in the City of Stuart, Florida within Section 32, Township 37S, Range 41E. A location map is provided in the Appendix (Figure 1). The site is currently undeveloped and dominated by natural features such as native upland and wetland communities. Previous impacts to the property include debris dumping, a paved driveway, and an excavated lake most likely dug in order to extract fill material in the past.

PRESERVE AREA AND UPLAND BUFFER EVALUATION

The total site area is 53.01 +/- acres, with 20.25 +/- acres as uplands and 32.64 +/- acres as wetlands. The on-site upland areas contain 20.25 +/-acres of upland vegetation, 25% of the native uplands must be preserved. For this site, 5.06 +/- acres must be preserved to meet this requirement. The proposed site plan includes 6.33 +/- acres of upland preserve, which is approximately 31% of the total upland habitat on site. The upland preserve consists of an enhanced native upland buffer between the preserved wetland and development footprint. By virtue of its hydrologic connection to the St. Lucie River, the on-site wetland slated for preservation is considered an Outstanding Resource Wetland. As such, this wetland area is afforded a minimum average 84 foot upland buffer which is at

no point less than 50 feet. The proposed site plan also includes impacts to approximately 4.4 +/- acres of existing wetlands. There are 28.24 +/- acres of wetlands preserved as part of the proposed site plan. It is anticipated that the 28.24 acres of preserved wetlands will be restored and enhanced as part of the wetland mitigation proposal.

As part of this Preserve Area Maintenance Plan, re-vegetation of those portions of the upland buffer that are not comprised of native vegetation must be conducted in accordance with Section 5.03.02.C.3. of the City of Stuart Land Development Regulations.

All preserve areas (wetland, buffers and upland preserves) will be subject to the following performance standards:

Eradication of Nuisance and Exotic Vegetation -

All nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council will be eradicated from the on-site preserve areas. The exotic vegetation that occurs within the on-site preservation areas consists primarily of: Brazilian pepper, strawberry guava, old world climbing fern, and grapevine.

Vegetative thinning of overgrown native vegetation along with eradication of nuisance and exotic species will occur in preserve areas where deemed necessary to ensure healthy recruitment of native species and appropriate vegetative cover proportions. Vegetative maintenance will enhance associated habitats and potential wildlife utilization.

- All eradication will be through hand clearing and removal of the material off-site.
- The criterion for acceptance of eradication for all exotic vegetation will be 100 percent eradication. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.
- Cutting of the trunk and treatment of the stump with an appropriately labeled herbicide will eradicate all Brazilian pepper, melaleuca and other woody exotics.
- The criterion for completion of the woody exotic eradication will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.
- All eradication of non-woody exotic vegetation will be through application of appropriately labeled herbicide. All debris removed will be handled in accordance with the disposal specifications.
- The criterion for acceptance of eradication for all non-woody exotic vegetation will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.

The exotic vegetation eradication in the on-site wetland and upland buffer will generate vegetative debris that requires disposal. There will be a staging and storage area provided outside the limits of the on-site preserve areas.

- Transport of vegetative debris from the wetland and upland buffer area to the staging area will be conducted in a fashion that minimizes the distribution and dispersal of seeds from such debris.
- No exotic or nuisance vegetative material will be left in the wetland and upland buffer area.

Herbicides are required for the treatment of all stumps of woody vegetation to prevent re-growth, and for eradication of non-woody exotic and nuisance vegetation.

- All herbicide application activity will be conducted under the supervision of a Florida Department of Agriculture licensed applicator, licensed for application of aquatic herbicides.
- All herbicides applied within the wetland area must be properly labeled for application in wetlands.
- All herbicide applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation.

Replanting/Planting with Native Vegetation -

The upland buffer restoration areas will be replanted with native vegetation as needed after the exotic removal activities are complete. The wetland and upland fringe enhancement will be planted with supplemental ground cover vegetation to fill in areas devoid of vegetation in order to meet the appropriate native cover criterion after two years due to nuisance and exotic vegetation removal as well as other impacts. Plants from the following list will be installed as necessary to meet this criterion.

PLANTING SCHEDULE

Upland Buffer

PLANT	DENSITY	SIZE
Oaks (*Quercus spp.*)	60' o.c.	4 feet min.
Slash Pine *(Pinus elliottii)*	25' o.c.	4 feet min.
Dahoon holly *(Ilex cassine)*	25' o.c.	4 feet min.
Cabbage palm *(Sabal palmetto)*	25' o.c.	8' clear trunk
Muhly grass *(Muhlenbergia capillaries)*	3' o.c	Bare root
Sand Cordgrass (*Spartina bakeri*)	3' o.c.	Liner

The vegetative success criteria for the upland preserve areas include the requirement of areal coverage of exotic vegetation at zero percent and nuisance vegetation limited to five percent or less. After five years, the wetland and upland fringe areas will meet the vegetative success criteria of appropriate habitat type vegetation coverage of desirable vegetation and areal coverage of exotic vegetation at zero percent and nuisance vegetation limited to five percent or less.

PRESERVE AREA PROTECTION PLAN DURING CONSTRUCTION

The Preserve Areas will be barricaded using four-foot high silt fencing trenched in at least eight inches below natural grade. The location of the silt fencing will be shown on the construction drawings.

The erosion and turbidity control plan will be included as part of the construction drawings. The four-foot high silt fencing will be installed around the perimeter of the property as part of the SFWMD permit. This silt fencing will be installed around the Preserve Area as well which will effectively reduce erosion and turbidity within the Preserve Area.

All barricades and silt fencing on site will be inspected by appropriate staff on a monthly basis. The silt fences are to remain in good condition throughout construction.

The Preserve Area will be marked every 100 feet with appropriate signage along the perimeter. The Preserve Area signs shall read, "PRESERVE AREA – NO DUMPING, NO TRIMMING, NO MOWING." The signs will be of sufficient size and material to be easily seen. The signs will be constructed so that they remain in good condition.

ANNUAL MONITORING

Annual monitoring and report writing is to be conducted by a qualified environmental professional and submitted under his/her signature to the City of Stuart Community Development Department. Vegetative cover data will be collected to document the occurrence of native and non-native plants. This data shall be documented in a summary monitoring sheet. Monitoring shall be done for a period of five years from the date of completion of the project or project phase encompassing the monitored area.

a) Reports should document vegetation changes including encroachment and/or over growth of noxious and exotic vegetation.

b) Monitoring reports shall include the quantitative vegetation cover data from designated areas within the preserve area. Each monitoring station will cover approximately 2,500 square feet.

c) The vegetation shall be measured in percent coverage of the canopy and understory layer and groundcover. Each species documented will be reported in common and Latin names.

d) The coverage shall be measured by visual observation in each of four quadrants from the fixed monitoring point. Observations extend approximately 50 feet from the observer in each direction thus covering approximately 2,500 square feet at each station. The data from each quadrant observation is combined to calculate the vegetative coverage. Station locations are to be permanently marked to ensure consistency in data collection.

e) At least one panoramic photo shall be collected from each of the established monitoring stations to provide documentation of vegetative coverage.

f) The monitoring report shall include recommendations for maintenance, if necessary.

g) Provision shall be made for continued eradication of nuisance and non-native vegetation that may occur in the Preserve Area and for long-term habitat management to maintain the type and quality of habitat originally intended for the project.

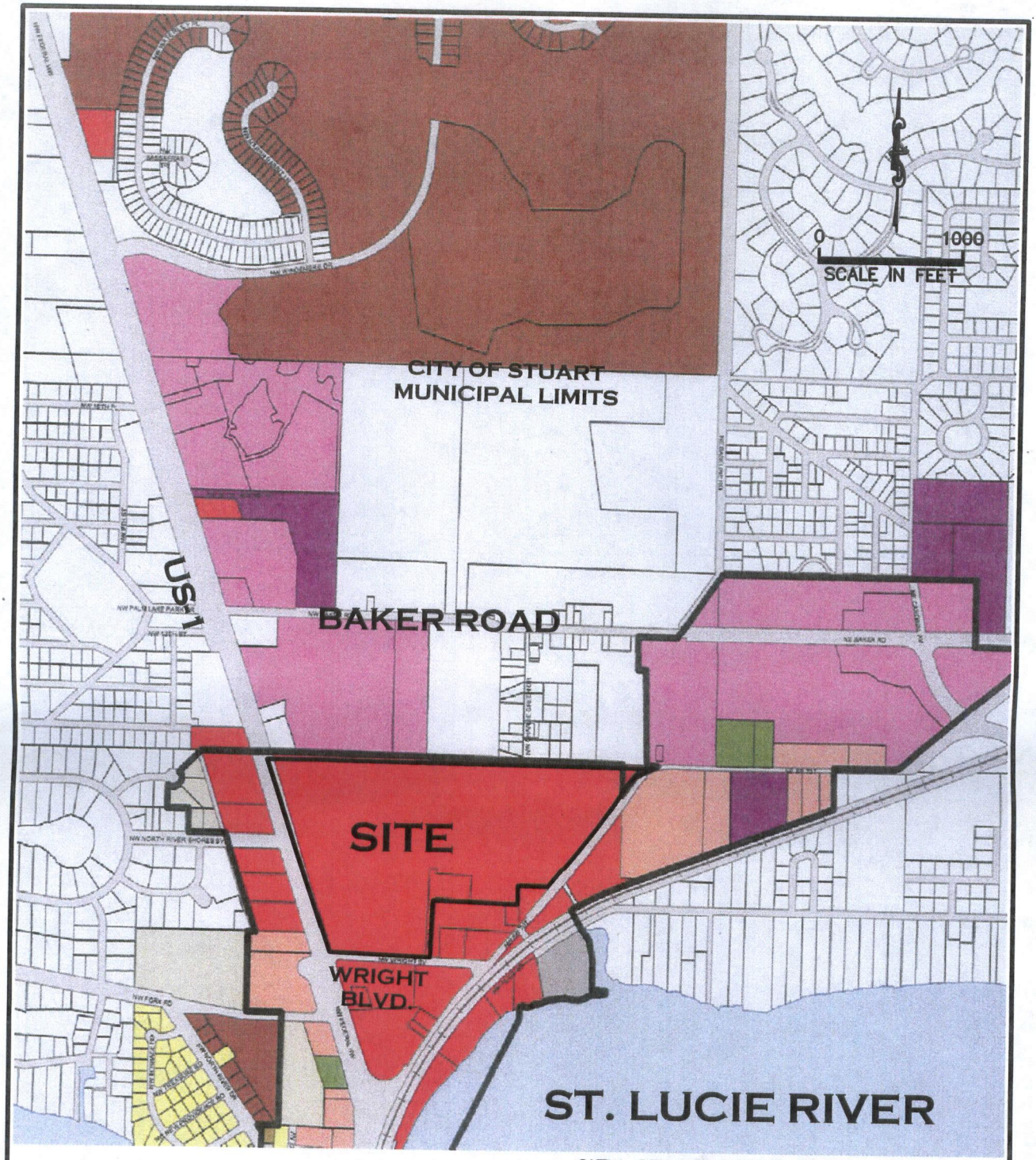
h) Provision shall be made for financial assurance for not less than five years that monitoring and maintenance of the Preserve Area will be conducted per the Plan.

i) The Preserve Area Maintenance Plan and provisions shall be included in the deeds and covenants, which run with the property.

A Preserve Area Maintenance Plan compliance analysis report shall be filed annually with the City for each of the first five years following completion of the project. The report shall detail compliance with the Plan, and shall include an update of the specific monitoring criteria as listed above and a description of the effort needed to comply with the Plan on an annual basis.

Prior to issuance of a certificate of occupancy for any portion of the development, the developer shall execute a contract with the City whereby the developer and successors in interest to the developer are bound to comply with the Plan. Said contract shall be recorded in the public records of Martin County, Florida and shall specifically provide for injunctive relief and specific performance and shall indicate any intended third party beneficiaries.

Violation of a Plan shall constitute a violation of this Code enforceable through Code Enforcement proceedings as well as other available legal and equitable remedies provided by law.



CITY OF STUART PARCELS SHADED

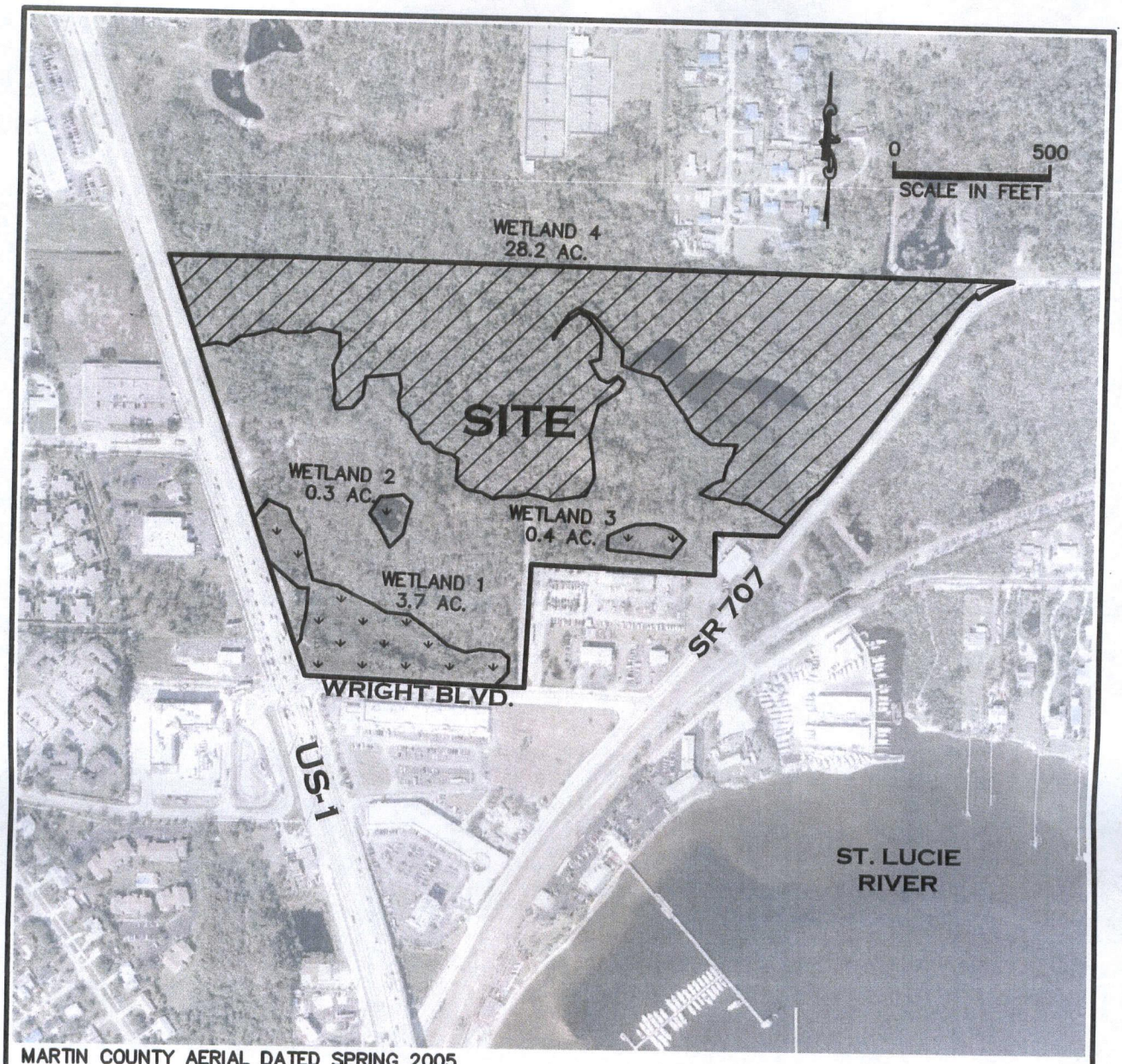
HARBOUR WALK PRESERVE

LOCATION MAP

EW CONSULTANTS, INC.
2081 SE OCEAN BOULEVARD, SUITE 2B
STUART, FLORIDA 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

OCT 06

FIGURE 1



MARTIN COUNTY AERIAL DATED SPRING 2005

LEGEND

WETLAND (4.4 AC.)

OUTSTANDING RESOURCE WETLAND (28.2 AC.)

HARBOUR WALK PRESERVE

WETLAND MAP

HARBOUR WALK.DWG WETLAND

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FIGURE 3

EXHIBIT H

HARBOUR WALK PRESERVE – OFF SITE TRAFFIC IMPROVEMENTS

ENGINEER'S OPINION OF CONSTRUCTION COSTS
Harbour Walk - Wright Boulevard - OffSite Improvements
Budget Costs based on Conceptual Plans
3-Aug-06
Does Not Include Improvements to US 1 at Development Entrance or Landscaping

ITEM	QTY.		UNIT PRICE		AMOUNT
1 Mast Arm Installation at US1 / River Shores Intersection					
1 Mast Arm Installation	1	LS	$ 200,000.00	$	200,000.00
			Sub-Total	***$***	***200,000.00***
			20% Contingency	***$***	***40,000.00***
			Sub-Total	***$***	***240,000.00***
2 11.5' Right of Way Dedication for Westbound Wright Blvd Right Turn Lane on US 1					
3 Westbound Wright Blvd Right Turn Lane Onto US 1					
1 MOT and Mobilization	1	LS	$ 5,000.00	$	5,000.00
2 Asphalt	450	SY	$ 60.00	$	27,000.00
3 6' x 4" Sidewalk	540	LF	$ 32.00	$	17,280.00
4 Curb	540	LF	$ 30.00	$	16,200.00
5 Signal Head Modification (minor)	1	LS	$ 10,000.00	$	10,000.00
6 Drainage	40	LF	$ 45.00	$	1,800.00
7 Inlets	2	LS	$ 4,000.00	$	8,000.00
8 Re-stripe / signs	1	LS	$ 5,000.00	$	5,000.00
			Sub-Total	***$***	***90,280.00***
			20% Contingency	***$***	***18,056.00***
			Sub-Total	***$***	***108,336.00***
4 Eight Foot Wide Landscape Median Installation on Wright Blvd (does not include landscaping)					
1 MOT and Mobilization	1	LS	$ 5,000.00	$	5,000.00
2 Remove Asphalt and replace with Topsoil	400	SY	$ 30.00	$	12,000.00
3 Curb	750	LF	$ 30.00	$	22,500.00
4 Re-stripe / signs	1	LS	$ 2,500.00	$	2,500.00
Sub-Total			***Sub-Total***	***$***	***42,000.00***
			20% Contingency	***$***	***8,400.00***
			Sub-Total	***$***	***50,400.00***
5 Eastbound Wright Blvd Dual Left Turn Lanes onto S.R. 707					
1 MOT and Mobilization	1	LS	$ 5,000.00	$	5,000.00
2 Re-stripe / signs	1	LS	$ 5,000.00	$	5,000.00
3 Asphalt (S.R. 707) Widening	300	SY	$ 60.00	$	18,000.00
4 Curb (S.R. 707)	250	LF	$ 30.00	$	7,500.00
5 Drainage (S.R. 707)	250	LF	$ 45.00	$	11,250.00
6 Inlets (S.R. 707)	1	LS	$ 4,000.00	$	4,000.00
Sub-Total			***Sub-Total***	***$***	***50,750.00***
			20% Contingency	***$***	***10,150.00***
			Sub-Total	***$***	***60,900.00***
6 Eastbound Wright Blvd Right Turn Lane Onto S.R. 707					
1 MOT and Mobilization	1	LS	$ 5,000.00	$	5,000.00
2 Re-stripe / signs	1	LS	$ 5,000.00	$	5,000.00
3 Asphalt	400	SY	$ 60.00	$	24,000.00
4 6' x 4" Sidewalk	350	LF	$ 32.00	$	11,200.00
5 Curb	350	LF	$ 30.00	$	10,500.00
6 Inlets	2	LS	$ 4,000.00	$	8,000.00
7 Drainage	20	LF	$ 45.00	$	900.00
8 Relocate Light Poles	2	LS	$ 2,500.00	$	5,000.00
9 Relocate Traffic Box	1	LS	$ 2,500.00	$	2,500.00
10 Retaining Wall	200	LF	$ 60.00	$	12,000.00
11 Driveway Re-configuration	1	LS	$ 25,000.00	$	25,000.00
			Sub-Total	***$***	***109,100.00***
			20% Contingency	***$***	***21,820.00***
			Sub-Total	***$***	***130,920.00***

ENGINEER'S OPINION OF CONSTRUCTION COSTS
Harbour Walk - Wright Boulevard - OffSite Improvements
Budget Costs based on Conceptual Plans
3-Aug-06
Does Not Include Improvements to US 1 at Development Entrance or Landscaping

	ITEM	QTY.		UNIT PRICE	AMOUNT
7	**Modifications to Wright Blvd / S.R. 707 Traffic Signal**				
	1 MOT and Mobilization	1	LS	$ 5,000.00	$ 5,000.00
	2 Traffic Signal Modification	1	LS	$ 25,000.00	$ 25,000.00
				Sub-Total	***$ 30,000.00***
				20% Contingency	***$ 6,000.00***
				Sub-Total	***$ 36,000.00***
8	**Southbound S.R. 707 Right Turn Lane onto Wright Blvd**				
	1 MOT and Mobilization	1	LS	$ 5,000.00	$ 5,000.00
	2 Asphalt	300	SY	$ 60.00	$ 18,000.00
	3 Curb	250	LF	$ 30.00	$ 7,500.00
	4 Drainage	250	LF	$ 45.00	$ 11,250.00
	5 Inlets	1	LS	$ 4,000.00	$ 4,000.00
	6 Re-stripe / signs	1	LS	$ 5,000.00	$ 5,000.00
				Sub-Total	***$ 50,750.00***
				20% Contingency	***$ 10,150.00***
				Sub-Total	***$ 60,900.00***
9	**Northbound S.R. 707 Right Turn Lane onto Alice Ave**				
	1 MOT and Mobilization	1	LS	$ 5,000.00	$ 5,000.00
	2 Asphalt	300	SY	$ 60.00	$ 18,000.00
	3 Curb	250	LF	$ 30.00	$ 7,500.00
	4 Drainage	250	LF	$ 45.00	$ 11,250.00
	5 Inlets	1	LS	$ 4,000.00	$ 4,000.00
	6 Re-stripe / signs	1	LS	$ 5,000.00	$ 5,000.00
				Sub-Total	***$ 50,750.00***
				20% Contingency	***$ 10,150.00***
				Sub-Total	***$ 60,900.00***
	TOTAL				***$ 748,356.00***
	Wright Boulevard / S.R 707 Improvements (Items 5,6,7,8,9)				***$ 349,620.00***

CREECH
ENGINEERS INC.
CIVIL/LAND ENGINEERED

City of Stuart

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

Cherie White
City Clerk

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

May 8, 2007

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

RE : CPUD Harbourwalk Ord 2095-07

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

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

Thank you,

Cherie White, CMC

COPY

Cherie White, CMC
City Clerk

Enc.

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