BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2428-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING FROM COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) TO SINGLE FAMILY GENERAL (R-1) ON THE CITY'S OFFICIAL ZONING MAP FOR PROPERTY TOTALING 0.42 ACRES, OWNED BY MEDALIST BUILDING GROUP, LLC LOCATED ON THE NORTHEAST CORNER OF SE DOLPHIN DRIVE AND SE 5TH STREET; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; DECLARING THE PROJECT 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, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Medalist Building Group, LLC (owner) of .42 acres of undeveloped land located on the northeast corner of SE Dolphin Drive and SE 5th Street, and

WHEREAS, the City of Stuart has determined the need to change the now defunct Land Development zoning district from CPUD to Single-Family, General (R-1) for said lands to be consistent with the Future Land Use Designation of Residential Low Density; and

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

WHEREAS, the owner 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 this ordinance; 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, this residential development will be in harmony with surrounding properties and their anticipated development; and

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

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

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

SECTION 1: The land use designation in the City's Comprehensive land Use Plan shall be established as "Residential Low Density". The Zoning designation of the subject property shall be established as "R-1" on the City of Stuart's Official Zoning Map.

SECTION 2: 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 3: 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 4: 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 5: Following the adoption and acceptance of this ordinance by the Owners, 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) 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 pertaining to the development.

b. Direct the City Development Director to initiate the process to rezone the property or any portion of the 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: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owners.

SECTION 7: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void. Prior to the execution and recording of this Ordinance by the City, the owner shall verify to the City that proper City of Stuart Water Utilities and Florida Power and Light (FPL) connections have been installed for property at 1513 and 1515 SE 5th Street.

SECTION 8: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owners, 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 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

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 PROPERTY IN 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:

Medalist Building Group, LLC

_____

Print Name: _____

_____
Jeremy LeMaster, MGMR

_____

Print Name: _____

_____

Print Name: _____

_____
Greg O'Mahony, Owner

_____

Print Name: _____

OWNER'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this

_____day of _____, 2020, by Jeremy LeMaster, MGMR

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

The above Ordinance, Acceptance and Agreement was acknowledged before me this

_____day of _____, 2020, by Greg O'Mahony

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 Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

LEGAL DESCRIPTION:

ALL OF LOTS 1, 2, 3, 4, 5, AND 6, BLOCK 29, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA,

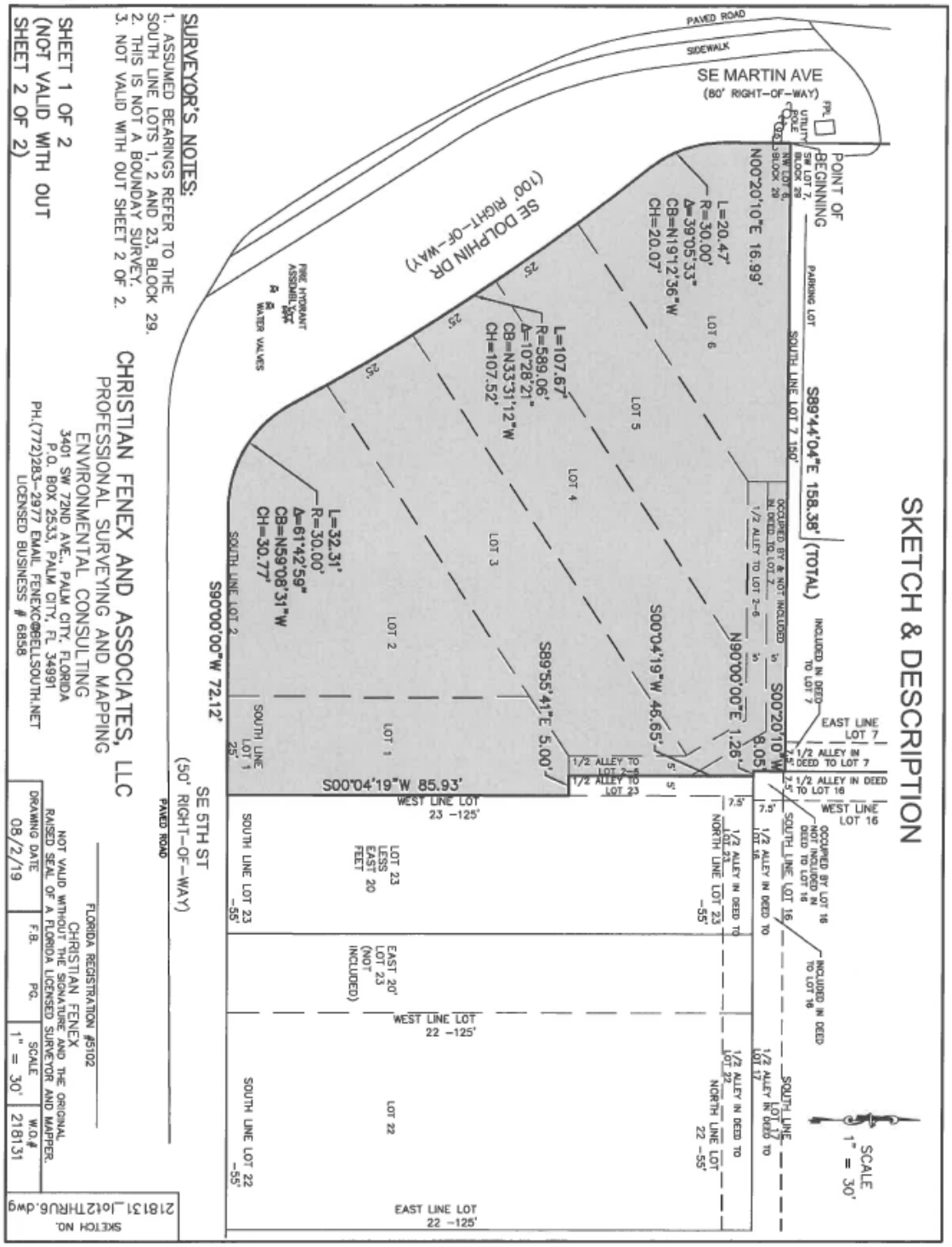
ALSO THE WESTERLY HALF OF ABANDONED ALLEY ABUTTING REAR OF LOT 3, ALL OF THE ALLEY NORTH AND WEST OF AND ABUTTING LOTS 4, 5 AND 6, SAID BLOCK 29, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION;

SAID LOTS 1 THROUGH 6 AND ALLEY WAYS, ALL IN BLOCK 29, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 6, BLOCK 29, SAID NORTHWEST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 7, BLOCK 29, BROADWAY SECTION OF ST. LUCIE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE S89°44'04"E ALONG THE SOUTH LINE OF SAID LOT 7, BLOCK 29, A DISTANCE OF 158.38 FEET TO THE CENTER OF ABANDONED ALLEY BETWEEN LOTS 7 AND 16, BLOCK 29; THENCE S00°20'10"W, A DISTANCE OF 8.05 FEET TO THE CENTER OF ABANDONED ALLEY BETWEEN LOTS 16 AND 23, BLOCK 29; THENCE N90°00'00"E, A DISTANCE OF 1.26 FEET THE THE CENTER OF ABANDONED ALLEY BETWEEN LOTS 23 AND 3 AND 4; THENCE S00°04'19"W, A DISTANCE OF 46.65 FEET TO THE SOUTH LINE OF ABANDONDED ALLEY; THENCE S89°55'41"E; A DISTANCE OF 5.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 29; THENCE S00°04'19"W ALONG THE EAST LINE OF SAID LOT 1, BLOCK 29, A DISTANCE OF 85.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 29; THENCE S90°00'00"W ALONG THE SOUTH LINE OF LOTS 1 AND 2, BLOCK 29, A DISTANCE OF 72.12 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 32.31 FEET, THROUGH A DELTA OF 61°42'59", A CHORD DISTANCE OF 30.77 FEET AND A CHORD BEARING OF N59°08'31"W TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 589.06 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 107.67 FEET, THROUGH A DELTA OF 0°28'21", A CHORD DISTANCE OF 107.52 FEET AND A CHORD BEARING OF N33°31'12"W TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 20.47 FEET, THROUGH A DELTA OF 39°05'33", A CHORD DISTANCE OF 20.07 FEET AND A CHORD BEARING OF N19°12'36"W; THENCE N00°20'10"E ALONG THE WEST LINE OF LOT 6, BLOCK 29, A DISTANCE OF 16.99 FEET TO THE PINT OF BEGINNING.

SAID PARCEL CONTAINING 18,293± SQ.FT. (0.42± ACRES)

EXHIBIT "B"


SKETCH & DESCRIPTION
SCALE 1" = 30'
SE MARTIN AVE
(80' RIGHT-OF-WAY)
PAVED ROAD
SIDEWALK
SE DOLPHIN DR
(100' RIGHT-OF-WAY)
POINT OF BEGINNING
S89°44'04"E 158.38' (TOTAL)
N00°20'10"E 16.99'
L=20.47'
R=30.00'
Δ=39°05'33"
CB=N19°12'36"W
CH=20.07'
L=107.67'
R=589.06'
Δ=10°28'21"
CB=N33°31'12"W
CH=107.52'
L=32.31'
R=30.00'
Δ=61°42'59"
CB=N59°08'31"W
CH=30.77'
S90°00'00"W 72.12'
S00°04'19"W 46.65'
N90°00'00"E 1.26'
S00°20'10"W 8.05'
S89°55'41"E 5.00'
S00°04'19"W 85.93'
SE 5TH ST
(50' RIGHT-OF-WAY)
PAVED ROAD
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 22
LOT 23
LOT 23 LESS EAST 20 FEET
EAST 20' LOT 23 (NOT INCLUDED)
SOUTH LINE LOT 1 25'
SOUTH LINE LOT 2
SOUTH LINE LOT 23 -55'
SOUTH LINE LOT 22 -55'
WEST LINE LOT 23 -125'
WEST LINE LOT 22 -125'
EAST LINE LOT 22 -125'
EAST LINE LOT 7
WEST LINE LOT 16
SOUTH LINE LOT 16
SOUTH LINE LOT 17
1/2 ALLEY IN DEED TO LOT 7
1/2 ALLEY IN DEED TO LOT 16
1/2 ALLEY TO LOT 2-6
1/2 ALLEY TO LOT 23
1/2 ALLEY IN DEED TO LOT 23
1/2 ALLEY IN DEED TO LOT 22
1/2 ALLEY IN DEED TO LOT 17
OCCUPIED BY & NOT INCLUDED IN DEED TO LOT 2
OCCUPIED BY LOT 16 NOT INCLUDED IN DEED TO LOT 16
INCLUDED IN DEED TO LOT 7
INCLUDED IN DEED TO LOT 16
PARKING LOT
FIRE HYDRANT ASSEMBLY
WATER VALVES
UTILITY POLE
SW LOT 7, BLOCK 29
NW LOT 6, BLOCK 29
SURVEYOR'S NOTES:
1. ASSUMED BEARINGS REFER TO THE SOUTH LINE LOTS 1, 2 AND 23, BLOCK 29.
2. THIS IS NOT A BOUNDAY SURVEY.
3. NOT VALID WITH OUT SHEET 2 OF 2.
SHEET 1 OF 2
(NOT VALID WITH OUT SHEET 2 OF 2)
CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL FENEXC@BELLSOUTH.NET
LICENSED BUSINESS # 6858
FLORIDA REGISTRATION #5102
CHRISTIAN FENEX
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
DRAWING DATE 08/2/19
F.B.
PG.
SCALE 1" = 30'
W.O.# 218131
SKETCH NO. 218131_16127HRU6.dwg