BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2427-2020

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 ASSIGNING A FUTURE LAND USE DESIGNATION OF "MULTI-FAMILY RESIDENTIAL" FOR THREE PARCELS EQUALING 13.59 ACRES ANNEXED BY ORDINANCE NO. 2352-2017, OWNED BY STUART 13 ACRES, LLC, TIERRA DEL LAGO, INC. AND STUART HARBOR MARINA AND YACHT CLUB, LOCATED WEST OF S.E. FEDERAL HIGHWAY, SOUTH OF S.E. HARRISON STREET, AND NORTH OF THE NATALIE ESTATES MOBILE HOME PARK WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY ESTABLISH THE STUART–SPRINGTREE RESIDENTIAL PLANNED UNIT DEVELOPMENT RPUD CONSISTING OF TWO HUNDRED EIGHTY (280) MULTI-FAMILY UNITS WITHIN SEVEN (7) INDIVIDUAL FOUR-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 Waypoint Residential Services, LLC for three contiguous parcels equaling 13.59 acres of land located west of S.E. Federal Highway, south of S.E. Harrison Street; and north of the Natalie Estates Mobile Home Park.

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 for 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 RPUD Site Plan, Sheets SP-1, SP-2 & SP-3, prepared by HJA Design Studios, Landscape Architects, dated 10-09-19 and 12-02-19 and last revised on 2-28-20.**
b. **Cover Sheet, Boundary Survey and Topographic Survey, Sheets 2 thru 4, by Bowman Consulting Group Ltd., dated 06.28.2019.**
c. **Existing Tree Survey/Removal Plan, Sheet LP-1 Landscape Plans Sheets LP-2 thru LP-5, prepared by HJA Studios, Landscape Architects, dated 01.07.20 and last revised on 02.11.20.**
d. **Stuart Springtree Fire Truck Plan, Sheet 1 of 1, prepared by Bowman Consulting Group Ltd., dated 09.24.19**
e. **Stuart Springtree Garbage Truck Plan, Sheet 1 of 1, prepared by Bowman Consulting Group Ltd., dated 09.24.19**
f. **Architectural Floor Plans, by Group 4 Design, Inc, Sheets 4.1-C, 4.4-C, Unit Plan A-2, B-1, B-1C, C-1, S-1, all dated 01.06.20.**
g. **Architectural Building Elevations and Garage Elevations, by Group 4 Design, Inc., Sheets MIX 4.1, MIX 4.4 and Garage dated 01.06.20.**

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: 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 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_____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 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 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: Stuart 13 Acres, LLC

_____

Print Name:_____ By: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this_____day of_____, 2020, by_____owner.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known_____OR Produced Identification _____

Type of Identification Produced _____

ACCEPTANCE AND AGREEMENT

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

WITNESSES: OWNER: Tierra Del Lago, Inc.

_____

Print Name:_____ By: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this_____day of_____, 2020, by_____owner.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known_____OR Produced Identification _____

Type of Identification Produced _____

ACCEPTANCE AND AGREEMENT

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

WITNESSES: OWNER: Stuart Harbor Marina and Yacht Club

_____

Print Name:_____ By: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this_____day of_____, 2020, by_____owner.

_____

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 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

PARCEL 1:

LOTS 51, 52, 53, 54 AND 55, CORAL GARDENS, PLAT NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 21, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 2:

ALL THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY #1, VIZ. : THE SOUTH 3/15 OF THE NORTH 9/15 OF THE SUBDIVISION OF LOTS 18, 19 AND 20 OF HANSON GRANT, ACCORDING TO PLAT THEREOF FILED IN DADE COUNTY, FLORIDA, DECEMBER 30, 1901, IN BOOK "B", PAGE 59, IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND REFILED IN PALM BEACH COUNTY, FLORIDA, ON MARCH 25, 1910, IN BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS BEING NOW, HOWEVER, IN MARTIN COUNTY, FLORIDA, BY REDIVISION OF COUNTIES.

LESS AND EXCEPT THEREFROM THAT PART CONVEYED BY TIERRA DEL LAGO, INC., A FLORIDA CORPORATION, GRANTOR TO ENGLE HOMES/PALM BEACH, INC., A FLORIDA CORPORATION, GRANTEE IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1360, PAGE 373, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

AND LESS AND EXCEPT THEREFROM THAT PART CONVEYED BY TIERRA DEL LAGO, INC., A FLORIDA CORPORATION, GRANTOR TO STUART 13 ACRES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTEE IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2475, PAGE 1736, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA

PARCEL 3:

THE SOUTH 434.35 FEET (MEASURING 436.50 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 1) OF THE FOLLOWING DESCRIBED PARCEL:

ALL THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 1 THAT LIE WITHIN THE SOUTH 3/15THS OF THE NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19, AND 20 OF THE HANSON GRANT ACCORDING TO THE PLAT THEREOF FILED IN DADE COUNTY, FLORIDA, DECEMBER 30, 1901 IN BOOK "B",

PAGE 59, IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND RE-FILED IN PALM BEACH COUNTY FLORIDA, ON MARCH 25, 1910, IN BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS BEING NOW, HOWEVER, IN MARTIN COUNTY, FLORIDA, BY RE-DIVISION OF COUNTIES.

(Legal Description cont.)

LESS THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1, AND THE SOUTH LINE OF SAID NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19, AND 20; THENCE

SOUTH 66 DEGREES, 17 MINUTES,10 5SECONDS WEST 727.96 FEET MEASURED (727.78 DESCRIPTION) ALONG SOUTH LINE OF SAID NORTH 9/15THS OF SUBDIVISION OF LOTS 18, 19, AND 20 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66 DEGREES 17 MINUTES 10 SECONDS WEST 1575.25 FEET ALONG SAID SOUTH LINE OF NORTH 9/15THS OF SUBDIVISION OF LOTS 18, 19, 20; THENCE NORTH 23 DEGREES 47 MINUTES 05 SECONDS WEST 781.02 FEET TO THE NORTH LINE OF SAID SOUTH 3115THS OF THE NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19 AND 20; THENCE NORTH 66 DEGREES 21 MINUTES 10 SECONDS EAST 1498.84 FEET ALONG SAID NORTH LINE OF SOUTH 3/15THS OF THE NORTH 9/15THS OF THE SUBDIVISION OF LOTS 18, 19, AND 20; THENCE SOUTH 29 DEGREES 23 MINUTES 47 SECONDS EAST 783.19 FEET MEASURED (782.47 DESCRIPTION) TO THE POINT OF BEGINNING.

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 RPUD Site Plan, Sheets SP-1, SP-2 & SP-3, prepared by HJA Design Studios, Landscape Architects, dated 10-09-19 and 12-02-19 and last revised on 2-28-20.**
   b. **Cover Sheet, Boundary Survey and Topographic Survey, Sheets 2 thru 4, by Bowman Consulting Group Ltd., dated 06.28.2019.**
   c. **Existing Tree Survey/Removal Plan, Sheet LP-1 Landscape Plans Sheets LP-2 thru LP-5, prepared by HJA Studios, Landscape Architects, dated 01.07.20 and last revised on 02.11.20.**
   d. **Stuart Springtree Fire Truck Plan, Sheet 1 of 1, prepared by Bowman Consulting Group Ltd., dated 09.24.19**
   e. **Stuart Springtree Garbage Truck Plan, Sheet 1 of 1, prepared by Bowman Consulting Group Ltd., dated 09.24.19**
   f. **Architectural Floor Plans, by Group 4 Design, Inc, Sheets 4.1-C, 4.4-C, Unit Plan A-2, B-1, B-1C, C-1, S-1, all dated 01.06.20.**
   g. **Architectural Building Elevations and Garage Elevations, by Group 4 Design, Inc., Sheets MIX 4.1, MIX 4.4 and Garage dated 01.06.20.**

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, 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. The maximum building height within the RPUD shall be 4 stories or 42'-6" to the roof eave and 59 feet to the highest point of the 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.

4. Notwithstanding any presence of premium parking consisting of garages, at no time shall any parking space be deemed unavailable for use due to an absence of a lease agreement for the use of said space.

5. Garages shall not be used for storage to the exclusion of a vehicle.

6. 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.

7. 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

8. 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.

9. 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.

10. A Landscape maintenance 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

11. Open Space. Not less than 41.0% of the RPUD shall be open space as depicted on the Site Plan by HJA Design Studios 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.

12. Excluding wetlands defined by the South Florida Water Management District, not less than 25% of the total pre-development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas; however, other required landscaping shall not count towards the native vegetation requirement. The location of the native vegetation shall comply with the project's landscape plan, by HJA Design Studios. The project shall adhere to the Preserve area mitigation and monitoring plan PAMP (to be prepared prior to building permit submittal). The owner and developer shall adhere to the provisions of the Monitoring Plan (included in PAMP) and permanent maintenance will be the responsibility of the owner.

Tree Mitigation

13. 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

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

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

16. 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.

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

Development and Construction

18. Project phasing shall be shown on the site and construction plans are subject to staff approval during plan review process. The first phase shall include work along Springtree Place, stormwater infrastructure and the clubhouse".

19. The Developer shall install landscaping and gates at the development's entry location at S.E. Harrison Street and S.E. Springtree Place as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit. The entry gates at Springtree Place entrance shall be made operational prior to issuance of a certificate of occupancy.

20. The property owner shall provide easements for licensed television services that can coexist together with power in a public utility easement. A Conservation easement shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.

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

22. 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.

23. All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to

the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.

24. The project's storm water facilities, specifically the 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".

25. Littoral plantings and upland planting shall be provided per Landscape plan by HJA Design Studios at the lakes bank and entire perimeter.

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

27. Site work including but not limited to land preparation, lake 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.

28. Stuart - Springtree will provide two on-site trash compactors. "Stuart - Springtree will provide one (1) singular on-site trash compactor. The resident shall place trash into a general trash receptacle located on their floor. The apartment management is responsible for transferring the trash from the on-floor receptacle to the compactor by way of a rolling cart. The resident will not be responsible for transferring the trash to the compactor or be responsible for operation of the compactor. The trash within the compactor shall be picked up by the City of Stuart Sanitation Department.

Signage

29. 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

30. 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.

31. The City may elect at any time to assign a future land use designation of "Conservation" to the PUD's preserve areas without objection by the owner. Further, the City may at its discretion, take over maintenance of the preserve area(s) without objection by the owner.

Timetable for Development

32. Timetable for development shall be as follows:

Site and building permit application deemed sufficient for permit review under city codes and standards.	**March 1, 2021**
Final Certificate of Occupancy for all site and building improvements.	**March 1, 2024**

Allowable Uses

33. 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.