



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

**RESOLUTION NUMBER 76-2017**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN MEMORIAL MEDICAL CENTER, INC. FOR A MASTER FACILITIES PLAN ENCOMPASSING PROPERTIES LOCATED AT 200 SE HOSPITAL AVENUE, 501 SE OSCEOLA STREET, 509 SE RIVERSIDE DRIVE, 707 SE OSCEOLA STREET AND 711 SE OSCEOLA STREET; PROVIDING A LEGAL DESCRIPTION OF SAID PROPERTY; DECLARING SAID MASTER FACILITIES PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

\* \* \* \* \*

WHEREAS, Section 32-26 of the City's Code of Ordinances prescribes that any future development agreement pertaining to hospital development shall be consistent with Florida Statutes Section 163.3221, entitled 'Florida Local Government Development Agreement Act,' and,

WHEREAS, Martin Memorial Medical Center, Inc. has applied to the City of Stuart for approval of a Master Facilities Plan in accordance to Florida Statutes Sections 163.3220-163.3243; and

WHEREAS, Chapter 2, Section 2.02.04 of the City's Land Development Code provides that at such time as a Master Facilities Plan is adopted for the Hospital District for hospital use

and development, all portions of the land development regulations, in conflict therewith shall be repealed and superseded by the said Master Facilities Plan.

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

**SECTION 1:** The Mayor and City Clerk are hereby authorized and directed to execute a Development Agreement between the City of Stuart and Martin Memorial Medical Center, Inc. for a Master Facilities Plan encompassing properties located at 200 SE Hospital Avenue, 501 SE Osceola Street, 509 SE Riverside Drive, 707 SE Osceola Street and 711 SE Osceola Street. A copy of the Development Agreement is attached hereto as "Attachment A."

**SECTION 2:** This resolution shall take effect upon adoption.

TROY A. MCDONALD, MAYOR  
KELLI GLASS-LEIGHTON, VICE MAYOR  
JEFFREY A. KRAUSKOPF, COMMISSIONER  
EULA R. CLARK, COMMISSIONER  
THOMAS CAMPENNI, COMMISSIONER

YES	NO	ABSENT

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

\_\_\_\_\_  
TROY A. MCDONALD,  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Martin Memorial Medical Center, Inc.,  
a Florida non-profit corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Robert L. Lord, Jr., President/CEO

\_\_\_\_\_  
Print Name: \_\_\_\_\_

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Resolution No. 76-2017 was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Robert L. Lord, Jr., as President/CEO of Martin Memorial Medical Center, Inc., a Florida non-profit corporation.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:  
Notary Seal

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**ATTACHMENT A TO RESOLUTION No. 76-2017**  
**DEVELOPMENT AGREEMENT**  
**MARTIN MEDICAL CENTER**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF STUART, a political subdivision of the State of Florida, hereinafter referred to as the "City", and MARTIN MEMORIAL MEDICAL CENTER, INC., a Florida non-profit corporation, hereinafter referred to as "Martin".

WHEREAS, Martin is the fee simple owner of the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the desire of Martin to construct on the Property additional hospital and infrastructure improvements as a part of Martin Medical Center as set forth on the Master Facilities Plan prepared by Lucido & Associates, Inc. attached hereto and made a part hereof as Exhibit "B" (the "Master Facilities Plan"); and

WHEREAS, Martin Medical Center is and shall be governed by the provisions, terms and conditions of the approved Master Facilities Plan as well as the terms and conditions of this Agreement; and

WHEREAS, the City's Local Planning Agency Board and City Commission, have determined that the Master Facilities Plan and this Agreement are consistent with the City's Comprehensive Plan and the City's Land Development Code in effect at the time of approval of this Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Recitations and Name. The above recitations are true and correct and are incorporated into this Agreement. The name of this Agreement shall be the Martin Medical Center Development Agreement.
2. Property Subject to Development Agreement. The real property that is subject to this Martin Medical Center Development Agreement is the Property. A Title Certification as to the record title owner of said real property is attached hereto as "Exhibit C" and made a part hereof.
3. Annual Reports. Each year, on or about the anniversary date of this Agreement, Martin shall provide the City with a written status report of the current and anticipated development of the Property.
4. Existing Site Conditions. The Master Facilities Plan contains a site plan showing the Existing Site Conditions.



5. Hospital Programs. The Master Facilities Plan contains a section on Existing Hospital Programs at Martin Medical Center and sections on Potential Future Programs and Potential Future Short Term Projects.

6. New Buildings and Additions to Existing Buildings. The Master Facilities Plan contains a depiction (illustrative perspective) of proposed new buildings and proposed additions to existing buildings including approximate locations and heights.

7. Depiction of Specific Development Criteria. The Master Facilities Plan contains a depiction of specific development criteria such as impervious/pervious ratios, setbacks, open space, building height, and building coverage.

8. Permitted Uses, Intensities, Densities and Heights. The Master Facilities Plan and Exhibit "D" attached hereto set forth the permitted uses, intensities, densities and heights.

9. Public Facilities. Exhibit "E" attached hereto describes the public facilities that will serve the development, providers, required facilities and concurrency related thereto.

10. Local Development Permits. A description of the local development permits approved or needed to be approved for the development is attached hereto as Exhibit "F".

11. Reservation or Dedication of Land for Public Purposes. In the future, upon the agreement of the City and Martin, there may be reservations or dedications of land for public purposes for this development.

12. Visual Impact Exhibits. The Master Facilities Plan contains the following visual impact exhibits: (1) Illustrative Perspective of Martin Medical Center core; (2) View-shed Analysis (Campus sectional view); and (3) View-shed Analysis (Neighborhood Views) from several neighborhood streets. These exhibits include before-and-after photographs and cross-section graphics showing visual impacts on surrounding properties.

13. Consistency with City Comprehensive Plan and Land Development Code. Martin's legal counsel has provided an opinion letter stating that the proposed Master Facilities Plan and associated Development Agreement is consistent with the City's Comprehensive Plan and Land Development Code. The City has reached a finding that the proposed Master Facilities Plan and associated Development Agreement is consistent with the City's Comprehensive Plan and Land Development Code. The definition of Master Facilities Plan is attached hereto as Exhibit "G".

14. Conditions for Development. Martin agrees to be bound by the following conditions with respect to the development of Martin Medical Center:

(a) No buildings of any kind shall be constructed on the former right-of-way of Amerigo Avenue. Said former right-of-way shall be used exclusively for road access, parking and utility easements.

(b) Signage shall conform to the City's codes and ordinances.

(c) Martin shall obtain Site Plan Approval from the City for portions of the Property to be developed in accordance with the approval procedures of the City for site plans.

(d) Final construction documents and building plans for each portion of the Property shall be consistent with the Master Facilities Plan, the approved Site Plan and shall be submitted, reviewed, and administratively approved by the City staff prior to the issuance of any building permits.

(e) In the future, upon the agreement of the City and Martin, there may be reservations or dedications of land for public purposes for this development

(f) All applicable provisions of the City's Land Development Code ("LDC") not in conflict with the Master Facilities Plan shall apply to this Agreement and the Master Facilities Plan, including the requirement that any new development exceeding 50,000 square feet shall be approved at a public hearing in accordance with Section 11.01.01, "Major Development Plan" of the City's LDC. Development within existing structures on the Property shall not be considered "new development" for the purpose of this section. Development of permanent buildings on any portion of the Property on Osceola Street east of the former Amerigo Avenue, i.e., on Parcel 2, regardless of size, shall require a City Commission Public Hearing in accordance with Section 11.01.01 of the City's LDC.

15. Breach of Agreement. Martin or the city or any adversely affected person with legal standing may file an action for injunctive relief in the circuit for Martin County to enforce the terms of this Martin Medical Center Development Agreement or to challenge compliance with Florida Law. Each party hereto shall have the right of specific performance of the terms of this Martin Medical Center Development Agreement.

16. Amendment, Termination or Revocation. The parties hereto shall at all times strictly adhere to the terms and conditions of this Martin Medical Center Development Agreement. Amendment, termination or revocation of this Agreement shall be made in accordance with the notification requirements set forth herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all of the parties hereto.

17. Hearing Requirements.

(a) Before amending, terminating or revoking this Agreement, the City shall conduct at least two public hearings. One of the public hearings may be held by the City's Local Planning Agency.

(b) Notice of Intent to amend, terminate or revoke this agreement shall be advertised at least 7 days before each public hearing in a newspaper of general circulation and readership in Martin County. Notice of Intent to consider a development agreement shall be mailed to affected property owners (those within 300' of the project) at least 7 days prior to the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notices shall specify the location of the land subject to this Agreement, the development uses proposed on the property, the proposed population densities, and the property building intensities and height and shall specify a place where a copy of the proposed amendment, termination or revocation information can be obtained.

18. Enforcement of Agreement. The City, Martin, its successors or assigns, or any aggrieved or adversely affected person as defined in Section 163.3215[2], Florida Statutes, or the state land planning agency, may file an action or injunctive relief in the circuit court where the City is located to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3220-163.3242, Florida Statutes. This provision shall not be interpreted to provide an exclusive remedy and either party may pursue any appropriate remedy at law or equity in the event the other party or its successors in interest fail to abide by the provisions of this Agreement. Each party shall have the right of specific performance of the terms of this Agreement.

19. Addresses and Return Requests. All notices demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by courier delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid, to the addresses stated below (which shall be deemed effective three (3) business days after deposit with the Postal Service). Notice by courier delivery shall be deemed effective upon delivery.

For purposes of this notice and demand, request or payment:

the address of the City shall be:

City Manager  
City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994

with a copy to:

City Attorney  
City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994

the address of Martin shall be:

Martin Memorial Medical Center  
P.O. Box 9010  
Stuart, FL 34995

with a copy to:

Lawrence E. Crary III, Esq.  
Crary Buchanan, PA  
759 SW Federal Highway  
Suite 106  
Stuart, FL 34994

20. Recording of Agreement. Martin shall execute and provide the City with two (2) originals of the Agreement following final approval by the City Commission of this Agreement. The City shall record this Agreement with the Clerk of the Circuit Court of Martin County within fourteen (14) days of the execution of this Agreement by the City. The requirements of this

Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the parties of this Agreement.

21. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings 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 or incorporated into this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

22. Jurisdiction and Governing Law. The parties hereto further agree that any and all suits or actions at law shall initially be brought in Martin County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

23. State and Federal Law. If state or federal laws are enacted after City approval of this Agreement, which are applicable to and preclude either party's compliance with the terms of this Agreement, this Agreement shall be modified or revoked, as is necessary, to comply with the relevant state or federal laws.

24. Destruction. In the event that all or a portion of Martin Medical Center should be destroyed by a storm, fire or other disaster, Martin, its grantees, successors or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with this Agreement.

25. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives for the duration of this Agreement.

26. Duration of Agreement. The duration of this Agreement shall be ten (10) years from the date this Agreement receives final approval from the City Commission of the City. This Agreement may be extended as provided in Chapter 163, Florida Statutes.

27. Violation of Agreement. Any violation of a condition of this Agreement shall be deemed a code violation subject to enforcement through the code enforcement process described in Chapter 162, Florida Statutes.

28. Other Requirements Not Waived. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Martin of the necessity of complying with the law governing said permitting requirements, conditions, term or restrictions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written but the date of this Agreement shall be the date which the Agreement received final approval by the City Commission of the City of Stuart, Florida.

**MARTIN:**

MARTIN MEMORIAL MEDICAL CENTER, INC.,  
a Florida non-profit corporation

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By: Robert L. Lord, Jr.  
Its: President/CEO

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF MARTIN

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Robert L. Lord, Jr., as President/CEO of MARTIN MEMORIAL MEDICAL CENTER, INC., a Florida non-profit corporation, who did or did not take an oath and is personally known to me or produced \_\_\_\_\_ as identification.

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Notary Public, State of Florida

**CITY:**

CITY OF STUART, a municipal corporation of the State of Florida

\_\_\_\_\_  
By: Troy McDonald  
Its: Mayor

Attest:

\_\_\_\_\_  
By: Cherie White  
Its: City Clerk

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF MARTIN

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Troy McDonald, as Mayor and by Cherie White, as City Clerk of the City of Stuart, Florida, who did or did not take an oath and are personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
By: Michael J. Mortell  
Its: City Attorney

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

#### **PARCEL 1:**

A portion of Stypmann's Subdivision as recorded in Plat Book 5, Page 82, Palm Beach (now Martin) County, Florida, public records and a portion of EDG-RIVA Subdivision as recorded in Plat Book 1, Page 53, Martin County, Florida, public records being more particularly described as follows:

Begin at the southeast corner of Block 16, of said EDG-RIVA Subdivision bear North 89 degrees 29 minutes 00 seconds West along the North right of way line of Osceola Avenue a distance of 340 feet; thence South 0 degrees 17 minutes 28 seconds West a distance of 7.61 feet; thence North 89 degrees 42 minutes 32 seconds West, along said right of way line a distance of 427.29 feet to the intersection with the East right of way line of Domini Avenue; thence North 0 degrees 17 minutes 28 seconds East along said line a distance of 268.26 feet to the intersection with the centerline of Riverside Drive (Abandoned); thence North 61 degrees 26 minutes 28 seconds East, along said centerline a distance of 93.46 feet; thence South 89 degrees 18 minutes 35 seconds East, a distance of 39.24 feet; thence North 0 degrees 17 minutes 28 seconds East a distance of 246 feet more or less to the waters of the St. Lucie River; thence Northeasterly and Easterly along said waters a distance of 800 feet; more or less, to the intersection with the line running North 0 degrees 24 minutes 30 seconds East from the Point of Beginning; thence South 0 degrees 24 minutes 30 seconds West, along said line to the Point of Beginning.

#### **TOGETHER WITH:**

A right of way parcel of land as vacated and abandoned in Official Records Book 1284, Page 8 lying in Section 4, Township 38 South, Range 41 East, Martin County, Florida, and being all of the Public Right-of-Way known as "Domini Avenue" as shown on the Plat of "Stypmann's Subdivision" as recorded in Plat Book 5, Page 82 of the Public Records of Martin County, Florida (formerly of the Public Records of Palm Beach County) Florida;

Together with that portion of vacated Riverside Drive Right-of-Way as recorded in Official Records Book 384, Page 1054 of the Public Records of Martin County, Florida, as described as follows:

Commence at the Southeast corner of Block 6 of "Stypmann's Subdivision" as recorded in said Public Records of Martin County, Florida, and run North along the East line of said Block 6 a distance of 225.17 feet to the Northeast corner of said Block 6, said corner also being the Point of Beginning of the herein described portion of said vacated right-of-way of Riverside Drive (Riverside Drive being a 40-foot wide right-of-way as shown on said Plat of "Stypmann's Subdivision"); thence continue North along the Northerly extension of the East line of said Block 6, a distance of 22.90 feet to the centerline of Riverside Drive as shown on said Plat of "Stypmann's Subdivision" and now vacated per said Official Records Book 384, at Page 1054; thence North 60 degrees 52 minutes 12 seconds East, along the centerline of the now vacated right-of-way of Riverside Drive a distance of 45.79 feet to a point on the Northerly extension of

the West line of Block 5 of said "Stypmann's Subdivision"; thence South along said Northerly extension of the West line of Block 5, a distance of 22.90 feet to the Northwest corner of said Block 5 of "Stypmann's Subdivision"; thence South 60 degrees 52 minutes 12 seconds West parallel with and 20 feet South of by perpendicular measurement from said centerline of the now vacated right-of-way of Riverside Drive a distance of 45.79 feet returning to said Northeast corner of said Block 6 and said Point of Beginning of said vacated portion of Riverside Drive.

AND ALSO TOGETHER WITH:

Lots 1, 2, 3, 4 and 5, Block 6, STYPMANN'S SUBDIVISION, according to the Plat thereof recorded in Plat Book 5, Page 82, Palm Beach (now Martin) County, Florida public records, and that portion of the abandoned street known as Riverside Drive, accruing to the subject property pursuant to City of Stuart, Florida, Ordinance No. 636, dated November 12, 1974, as recorded in Official Records Book 384, Page 1054, Official Records of Martin County, Florida.

Being more particularly described as follows:

Begin at the Southwest corner of Block 6 of STYPMANN'S SUBDIVISION, as recorded in Plat Book 5, page 82, Martin County, Florida, public records, thence North 00 degrees 33 minutes 00 seconds East along the West line of said Block 6 of STYPMANN'S SUBDIVISION a distance of 153.05 feet to the South Right-of-Way line of Riverside Drive, said point also being the Northwest corner of said Block 6 of STYPMANN'S SUBDIVISION; thence North 00 degrees 33 minutes 00 seconds East along the Northerly extension of said West line of Block 6 of STYPMANN'S SUBDIVISION, a distance of 21.14 feet to the centerline of said Riverside Drive; thence North 71 degrees 41 minutes 12 seconds East along said centerline a distance of 123.57 feet; thence North 60 degrees 52 minutes 12 seconds East continuing along said centerline a distance of 72.03 feet to a point on the Northerly extension of the East line of said Block 6 of STYPMANN'S SUBDIVISION; thence South (S. 00 degrees 00 minutes 00 seconds E.) along said Northerly extension a distance of 22.90 feet to the South Right-of-Way line of Riverside Drive, said point also being the Northeast corner of said Block 6 of STYPMANN'S SUBDIVISION; thence continue South (S. 00 degrees 00 minutes 00 seconds E.) along said East line of Block 6 of STYPMANN'S SUBDIVISION, a distance of 248.07 feet to the Southeast corner of said Block 6 of STYPMANN'S SUBDIVISION; thence North (N. 90 degrees 00 minutes 00 seconds W.) along the South line of said Block 6 of STYPMANN'S SUBDIVISION and the North Right-of-Way line of Osceola Street a distance of 181.90 feet returning to the Point of Beginning of said parcel.

AND ALSO TOGETHER WITH:

The East 9.3 feet of Lot 27 and all of Lots 28 through 40, inclusive. Block 8, STYPMANN'S SUBDIVISION, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach (now Martin) County, Florida, recorded in Plat Book 5, Page 82, and that portion of the abandoned street known as Riverside Drive accruing to subject property, pursuant to City of Stuart, Florida, Ordinance No. 636, dated November 12, 1974 and recorded in Official Records Book 364, page 1054, Martin County, Florida, public records.



LESS AND EXCEPT the following described parcel of real property, to-wit:

Begin at the Southwest corner of the East 9.3 feet of the above-described Lot 27, bear South 0 degrees 29 minutes 01 seconds East a distance of 21.09 feet to the centerline of above-said Riverside Drive; thence North 71 degrees 59 minutes 48 seconds East along said centerline a distance of 124.14 feet; thence continue along said centerline on a bearing of North 61 degrees 01 minutes 35 seconds East a distance of 91.01 feet; thence North 9 degrees 50 minutes 04 seconds East a distance of 58.72 feet; thence North 17 degrees 25 minutes 33 seconds East a distance of 25.46 feet; thence North 18 degrees 13 minutes 11 seconds East a distance of 20.71 feet; thence continue along the edge of said street on a bearing of North 25 degrees 27 minutes 00 seconds East a distance of 10 feet; thence North 0 degree 29 minutes 01 seconds West to the Northerly face of a concrete seawall (also being the waters of the St. Lucie River); thence Westerly along the face of said seawall to a point on the West line of the East 9.3 feet of said Lot 27; thence South 0 degree 29 minutes 01 seconds East along said line a distance of 141.60 feet to the Point of Beginning.

PARCEL 2:

Lots 8, 9, 10, and 11, Block 6, HILDABRAD PARK, according to plat thereof recorded in Plat Book 2, Page 64, public records of Martin County, Florida

## **EXHIBIT “B”**

### **MASTER FACILITIES PLAN INCLUDING ALL ASSOCIATED DEVELOPMENT DOCUMENTS**

**The Master Facilities Plan and other development documents prepared by Lucido & Associates dated December 11, 2017 shall consist of the following documents:**

1. Project Team	Page 1
2. Project Narrative	Page 2
3. History of Martin Medical Center Campus	Pages 3-4
4. Martin Medical Center's Value to our Community	Pages 5-7
5. Long- Tern Planning Concerns at Martin Medical Center	Page 8
6. Comparison of Areas with Tradition Medical Center	Page 9
7. Existing Site Conditions	Pages 10-11
8. Existing Hospital Programs	Pages 12-14
9. Potential Future Programs	Page 15
10. Potential Future – Short Term Projects	Page 16
11. Illustrative Perspective	Page 17
12. Development Criteria - Site Data	Page 18
13. Development Criteria – Building Heights	Page 19
14. View-Shed Analysis (Campus Sectional View)	Page 20
15. View-Shed Analysis (Neighborhood Views – Before and After)	Page 21-34
16. Letter of Opinion	Page 35





# Martin Medical Center MASTER FACILITIES PLAN

Exhibit B  
December 11, 2017



MARTIN HEALTH SYSTEM



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# Project Team:

Owner: Martin Health System  
200 SE Hospital Avenue  
Stuart, FL 34994  
Contact: Matt Kelly, [Matt.Kelly@martinhealth.org](mailto:Matt.Kelly@martinhealth.org)

Consultants: Lucido & Associates  
701 SE Ocean Blvd.  
Stuart, FL 34994  
Contact: Steven Garrett, [sgarrett@lucidodesign.com](mailto:sgarrett@lucidodesign.com)

Crary Buchanan – Attorneys at Law  
759 SW Federal Highway, Suite 106  
Stuart, FL 34995  
Larry Crary, [LEC@CraryBuchanan.com](mailto:LEC@CraryBuchanan.com)

## Project Narrative:

The purpose of the Master Facilities Plan for Martin Medical Center is to outline, in broad strokes, the future of hospital care in Stuart while providing for a level of certainty in that future for both Martin Health Systems and the City of Stuart.

Modernization, replacement of services, continued investment and growth of the “economic engine” and maintaining the “flagship hospital” status of Martin Medical Center are goals that can be achieved through strong partnerships and community support.

We would like to take you through a brief history of the campus, highlight the value of Martin Health System to our community and outline some of the long-term planning concerns or “challenges” facing our current hospital.

# History of Martin Medical Center Campus

- Martin Health System was built by and for residents of Martin and St. Lucie counties.
- When community members recognized in the late 1930s there was no access to health care, they created a hospital in the heart of Stuart. For 77 years uncompensated citizens have served on the board of directors, volunteered and worked together to ensure it was a place people would receive quality care.
- Martin Medical Center saw significant growth in the 1970s, expanding to 316 beds in the current 6-floor facility.
- Vertical expansion was critical to the efficient operation of the hospital and the expansion of its service capability.
- It demonstrated extraordinary insight and strategic vision by the community's leaders, and has served local residents well for four decades.
- It has been 40 years since the north tower officially opened. And the years are taking a toll, with outdated and worn facilities, overcrowded emergency care, inefficient design, semi-private rooms, etc.
- Inability to modernize under current state hospital construction code requirements



# History of Martin Medical Center Campus





# Martin Medical Center's Value to our Community

- Community hospitals are pillars of the community and the value of a high-quality hospital system to a community cannot be overstated. MHS has frequently been recognized nationally for high-quality care.
- A strong hospital system improves a community's quality of life, helping build a strong, vibrant community for all ages.
- We have long had a supportive partnership with the City of Stuart in helping us fulfill our mission and vision.
- As a not-for-profit organization, MHS reaches outside the walls of our hospitals and physician practices to invest in the well-being of our community through health improvement activities and events, as well as financial contributions.
- In 2016, Martin Health invested:
  - \$548,388 in community health improvement services
  - \$203,700 in community-building activities (such as free health screenings to underserved populations).
  - \$171,483 in cash and in-kind contributions (such as the Komen Race for the Cure and March of Dimes March for Babies).
  - Approximately \$6 million in lab, diagnostic and other medical services to the Volunteers In Medicine Clinic of Martin County
  - \$171,000 in taxes paid to the City of Stuart on properties we own or lease. From 2005-2016 we have paid more than \$770,000 in taxes to the city. We are also one of the largest contributors in fire/safety taxes in the city.



# Martin Medical Center's Value to our Community

- Martin Health is the largest employer in Martin County and one of the largest in St. Lucie County with more than 4,000 associates in the two counties combined.
- That includes 809 associates and 315 volunteers who live in the city of Stuart.
- A 2016 analysis computed the economic impact Martin Health has on the community. It uses an input-output model based on MHS employee spending, MHS spending with Martin County businesses and the potential renovation of Martin Medical Center.
- Spending by Martin Health associates creates an estimated 2,082 jobs outside the organization.
- This has an annual impact in Martin and St. Lucie counties of \$86 million (including 2,082 jobs created outside the health system, income generated, sales and property taxes, etc.)
- More of this annual spending occurs in Martin County than any other county. In calendar year 2016, Martin Health paid \$26 million to Martin County businesses for a wide range of services, supplies and materials.
- Martin Health's spending with Martin County businesses in 2016 will result in an estimated \$1.2 million in local taxes.

# Martin Medical Center's Value to our Community

- This model computes the ripple effect of spending related to the Phase 1 modernization of Martin Medical Center from 2016-2021. That includes sales, income, spending and saving, which in turn increase the employment and earnings of other business sectors.
- Martin Health construction spending would include a “direct” impact of construction and “indirect and induced” impact of over \$500 million.
- The estimated impact of the modernization would include:
  - 1,380 jobs created (including those directly from renovation and indirectly)
  - \$77.8 million in income
  - \$1.6 million in property taxes generated from local businesses and residents
  - \$94 million in value added (labor income + indirect business taxes + other property type income)

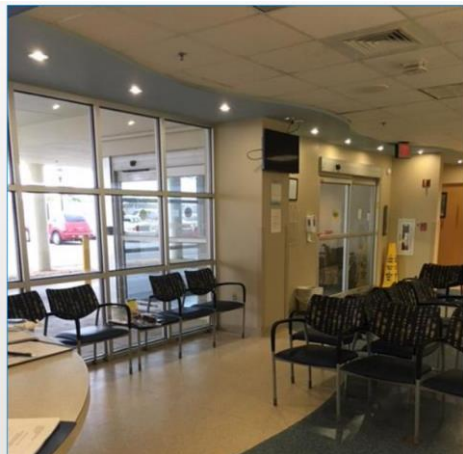
# Long-Term Planning Concerns at Martin Medical Center

- The hospital's 49 semi-private rooms need to be replaced with private rooms, improving patient privacy and comfort, outcomes and shorter hospital stays.
- The Emergency Department is undersized, aging, and lacks privacy.
- The current floor height in towers is 12', which does not allow for upgraded mechanical systems. Modern hospital construction standards are floor heights of 15'.
- Current parking is inadequate at times.
- To eliminate the potential for catastrophic flood damage during a hurricane, there is a need to move key services that feature very high-cost equipment – the emergency department, diagnostic imaging and the kitchen – off the ground floor.
- Our elevator capacity is inadequate for the number of patients and visitors seen daily.
- Without these upgrades, Martin Medical Center will begin to lose full functionality within the next decade. That could mean more transfers to the newer facility in Tradition, which has the infrastructure to handle additional capacity.
- That will also likely include moving some of our more complex areas of care, including neurological surgery, cardiovascular treatment, orthopedic surgery and sophisticated diagnostic imaging out of Stuart.



# Comparison of Areas with Tradition Medical Center

Emergency  
Department



Martin  
Medical  
Center

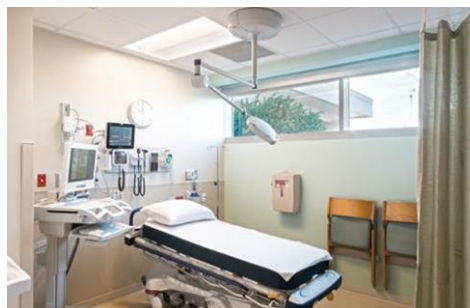
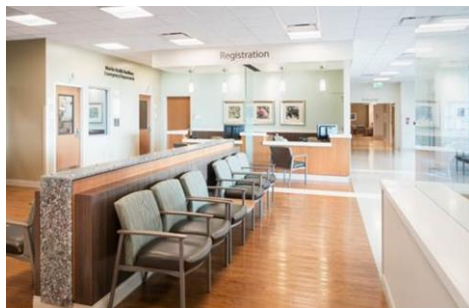
Emergency  
Department Treatment  
Room



Elevator Corridor



Tradition

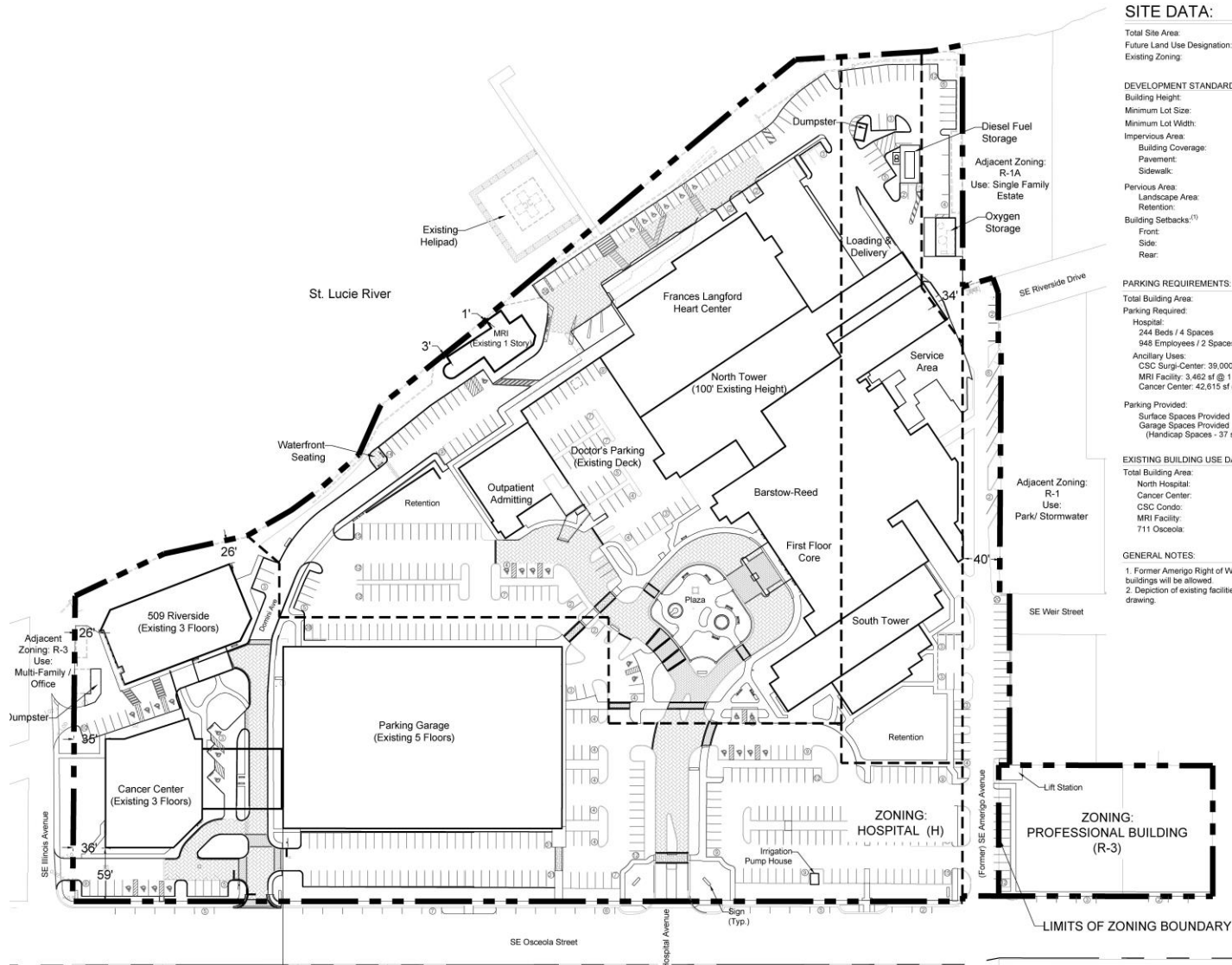




# Existing Site Conditions – Aerial Photo



# Existing Site Conditions - Exhibit A



## SITE DATA:

Total Site Area: 16.26 ac (708,386 sf)  
 Future Land Use Designation: Private Institutional Hospital  
 Existing Zoning:

DEVELOPMENT STANDARDS	(H)	Existing	(R-3)
Building Height:	107' 2"		12'
Minimum Lot Size:	None		None
Minimum Lot Width:	None		None
Impervious Area:	(568,227 sf) 85%	(21,457sf) 62%	
Building Coverage:	(220,295 sf) 33%	(2,750 sf) 8%	
Pavement:	(315,696 sf) 47%	(17,043 sf) 49%	
Sidewalk:	(32,234 sf) 5%	(1,664 sf) 5%	
PerVIOUS Area:	(105,646 sf) 15%	(12,980 sf) 38%	
Landscape Area:	(96,793 sf) 14%		
Retention:	(8,863 sf) 1%		
Building Setbacks: <sup>(1)</sup>			
Front:	59.1 ft		30.5'
Side:	26.3 ft		31'
Rear:	0.5 ft		67'

## PARKING REQUIREMENTS:

Total Building Area:	424,650 sf
Parking Required:	961 Spaces
Hospital:	535 Sp
244 Beds / 4 Spaces	61 sp
948 Employees / 2 Spaces	474 sp
Ancillary Uses:	426 Sp
CSC Surgi-Center: 39,000 sf @ 1 sp/200 sf	195 sp
MRI Facility: 3,462 sf @ 1 sp/200 sf	18 sp
Cancer Center: 42,615 sf @ 1 sp/200 sf	213 sp
Parking Provided:	1,317 Spaces
Surface Spaces Provided	526 Sp
Garage Spaces Provided	791 Sp (Per Garage Report)
(Handicap Spaces - 37 sp)	

## EXISTING BUILDING USE DATA:

Total Building Area:	424,650 sf
North Hospital:	336,927 sf
Cancer Center:	42,615 sf
CSC Condo:	39,000 sf
MRI Facility:	3,462 sf
711 Osceola:	2,646 sf

## GENERAL NOTES:

- Former Amerigo Right of Way will continue to be used for access and parking. No buildings will be allowed.
- Depiction of existing facilities shall not be conveyed or used as an "as built" drawing.



# Existing Hospital Programs – Martin Medical Center



## Overview

Founded in 1939 as Martin County Hospital, Martin Medical Center is now the flagship hospital of Martin Health System. The 244-bed facility treats patients with major illnesses or injuries and life-threatening symptoms. The campus is home to the Frances Langford Heart Center, the Robert and Carol Weissman Cancer Center, the Back and Spine Center and a Minimally Invasive Surgery Center.

Martin Medical Center offers these services:

- Emergency services
- Intensive care units
- Labor and delivery
- Neonatal intensive care unit
- General and specialized inpatient surgery
- Outpatient surgery
- Inpatient oncology
- Diagnostic imaging, CT
- GI/Endoscopy
- Laboratory services

## Frances Langford Heart Center

The Heart Center offers a full spectrum of services ranging from diagnostic to interventional services such as angioplasty, transcatheter aortic valve replacement (TAVR), coronary artery stenting, pacemaker insertions, and internal defibrillator placements, to open-heart surgery and heart valve replacement.

## Oncology

The Robert and Carol Weissman Cancer Center at Martin Health is dedicated to excellence in oncology treatment and patient care. Working together, our multi-disciplinary team brings their collective expertise to provide the best treatment possible and ease the journey for both our patients, and their families or caregivers. Oncology services include diagnosis, surgery, radiation therapy, chemotherapy, genetic screening, navigation/social work and nutrition.

## Diagnostic Imaging Services

The Medical Center provides a full array of diagnostic imaging services that include: accredited mammography units; fluoroscopy and general radiography (X-rays); CT scans and a PET/CT scanner; accredited ultrasound, angiography, nuclear medicine such as cardiac stress tests; and MRI.

## Stroke Care

Stroke patients receive the most effective and efficient treatment at our Joint Commission-certified primary stroke center. Martin Health System has multiple certifications since 2007.



## Orthopaedic Specialty Center

A coordinated program for people with treatable joint disorders brings together surgery, rehabilitation and fitness for hip and knee replacements. A comprehensive program helps to restore independence. The Orthopaedic Specialty Center at Martin Health is a center of excellence that in 2012 and 2010 earned the Gold Seal of Approval from The Joint Commission for disease-specific care certification for joint replacement of the hip and knee.

## Surgery

Surgeons in a wide range of specialties perform surgery at the Medical Center. Sophisticated technology and equipment, coupled with nurses and technicians specially trained in OR and recovery, complement the skill of the surgeons on the Martin Medical Center Staff. Martin Health also offers two high-tech interventional radiology suites that provide a wide variety of procedures and services.

## Pediatric Hospitalist

Outpatient surgeries are performed at the Medical Center as well as our outpatient surgery center located next to the hospital.

## Minimally Invasive Surgery Center

The Minimally Invasive Surgery Center at Martin Health offers a wide scope of minimally invasive surgical options available to patients performed by highly qualified, board-certified surgeons in numerous specialties. Through cutting-edge technology such as the da Vinci Robot™ and single site procedures, the benefits of minimally invasive surgery include smaller incisions, reduced pain and faster recovery for patients.

## Inpatient Rehabilitation

A dedicated inpatient unit cares for patients who need rehabilitation after a major illness or surgery. Services include physical therapy, occupational therapy, whirlpool treatments and speech therapy.

## Maternal-Child

The maternal-child department is staffed with experienced and caring nurses who provide a safe and happy setting for childbirth. The unit consists of rooms for labor and delivery as well as recovery, two surgical suites for Cesarean births, and a level II neonatal intensive care unit which is staffed around-the-clock by neonatologists.





# Existing Hospital Programs – 509 Building/ Surgery Center



## Overview

Located behind the Robert and Carol Weissman Cancer Center on the Martin Medical Center campus, the 509 Building is home to the Martin Health Physician Group specialists for neurosurgery, general, breast and vascular surgery and gastroenterology. Formed in 1995, Martin Health Physician Group's doctors, physician's assistants, nurse practitioners and staff have years of experience in looking after the good health of Treasure Coast residents.

## Back and Spine Center - Suite 203

The premier comprehensive neurosurgery center on the Treasure Coast is located at 509 Riverside Drive on the Medical Center campus. This center of excellence features three board-certified neurosurgeons, as well as a team of clinical support staff that includes physician assistants and a physical therapist.

Together, they are able to diagnose and treat patients suffering from back and spine pain – as well as complex conditions of the brain – with a wide variety of minimally invasive procedures and non-surgical treatment options.

- John Afshar, MD
- John Robinson, MD
- Oszkar Szentirmai, MD
- John Viola, MD
- Brian Foster, PA-C
- Richard Graves, PA-C
- Maureen Kennedy, PT, PDT, COMT
- Lisa Smith, ARNP
- Jackie Stenbridge, ARNP

## Vascular and General Surgeons - Suite 305

Martin Surgical Group specializes in general and vascular (blood vessel) surgeries. General surgery covers a broad range of procedures which can include hernia repair, stomach surgery, removal of the appendix or removal of the gall bladder.

General and vascular surgery also offers minimally invasive procedures and surgical reconstruction to manage diseases of the vascular system such as arteriosclerosis and weakened blood vessels. Our general and vascular surgeons at Martin Health are trained in the diagnosis and treatment of these diseases with the exception of those that involve the heart and brain.

- Robert Garrett, MD
- Julio Sanguily III, MD
- Oswald Alphonse, PA-C
- Mark DiCarlo, PA-C
- Lindsay Morales, ARNP
- Sylvia Ontiveros, PA-C

## Gastroenterology - Suite 303

The Martin Health Physician Group gastroenterologists manage diseases of the gastrointestinal system and the liver. They treat a wide range of problems such as GERD, acid reflux, Barrett's esophagus, irritable bowel syndrome, liver disease and inflammatory bowel disease.

- Juan Castro Combs, MD
- Benjamin Ngo, MD
- Kimberly Wyatt, MD
- Hali Burke, PA
- Morgan Dembinski, PA-C

## Breast Surgery - Suite 202

Our breast surgeons offer expert care for both breast cancer and benign breast disease. This includes breast and lymph node biopsies, breast abscess, breast conservation and oncoplastic surgery, nipple and skin-sparing mastectomy, intraoperative radiation therapy and high-risk breast surveillance.

- Craig Wengler, MD
- W. Edward Wengler, MD



# Existing Hospital Programs – Robert & Carol Weissman Cancer Center



## Overview

Treating a complex disease like cancer requires expertise, compassion and a collaborative and caring team. Since 1999 The Robert and Carol Weissman Cancer Center at Martin Health has been dedicated to excellence in oncology treatment and patient care. Working together, our multidisciplinary team brings their collective expertise to provide the best treatment possible and ease the journey for both our patients, and their families or caregivers. Our individualized care and treatment considers the needs of each patient and works to remove any barriers they may face to receiving services.

The Cancer Center is proud to be one of only three cancer programs in Florida to earn the Commission on Cancer's Outstanding Achievement Award since 2013. This award recognizes programs that demonstrate exceptional care.

## Center for Lung Health

Our Center for Lung Health offers a multidisciplinary approach to diagnosing and treating cancers of the lung, chest and esophagus. The Center offers patients access to a broad range of specialties for cancer treatment including thoracic surgery, medical oncology, radiation oncology, infusion services and social services. The Center for Lung Health also features a lung health navigator who provides support and assists with the patient's overall experience, from intake and scheduling to referrals and the development of a treatment plan.



## Radiation Oncology

Our specially trained, board certified radiation oncologists and Ph.D board-certified medical physicist are skilled in both standard and unique radiation therapies including: intraoperative radiation therapy, radiotherapy, intensity modulated radiation therapy, image-guided radiation therapy, brachytherapy, stereotactic radiosurgery and stereotactic body radiotherapy.



## Infusion Suite

The staff in the infusion suite administer chemotherapy, intravenous (IV) and intramuscular (IM) medications, and blood transfusions, care for PICC lines (arm IV access), and provide infusaport care to all ambulatory patients.

## Cancer Navigators

The cancer navigators help our patients cope with the anxiety of being diagnosed with cancer, provide information and resources, reduce any barriers to services, and help expedite access to care. Patients rely on them to alleviate their concerns, arm them with good information, and help them find hope and strength.

## Clinical Social Workers

Our licensed clinical social workers collaborate with other disciplines to provide the patient care team with an understanding of the patient's individual situation. They acknowledge the psychosocial and spiritual concerns of family members and respect each patient's personal dignity by providing care focused on his or her specific needs.

## Oncology Dietitian

Since proper nutrition is especially important for patients undergoing cancer treatment, our oncology dietitian helps patients eat healthy and build or maintain their strength. In addition to helping patients overcome the side effects that impact their ability to eat, the dietitian also provides assistance with creating a grocery list and meal planning, establishing realistic expectations and goals, and evaluating supplements.

## Physician Offices

Physicians specializing in oncology and hematology have offices located in the Cancer Center to provide patients ease and convenience.



# Potential Future Programs

Martin Health has made a number of aesthetic improvements over the past few years in order to make the facility inviting to patients, visitors, staff and our neighbors in the community. In the short term, there are a few projects which are or will be underway to continue these improvement efforts; surface parking on the Harrell property, parking garage maintenance and expansion of the emergency department and relocation of dining.

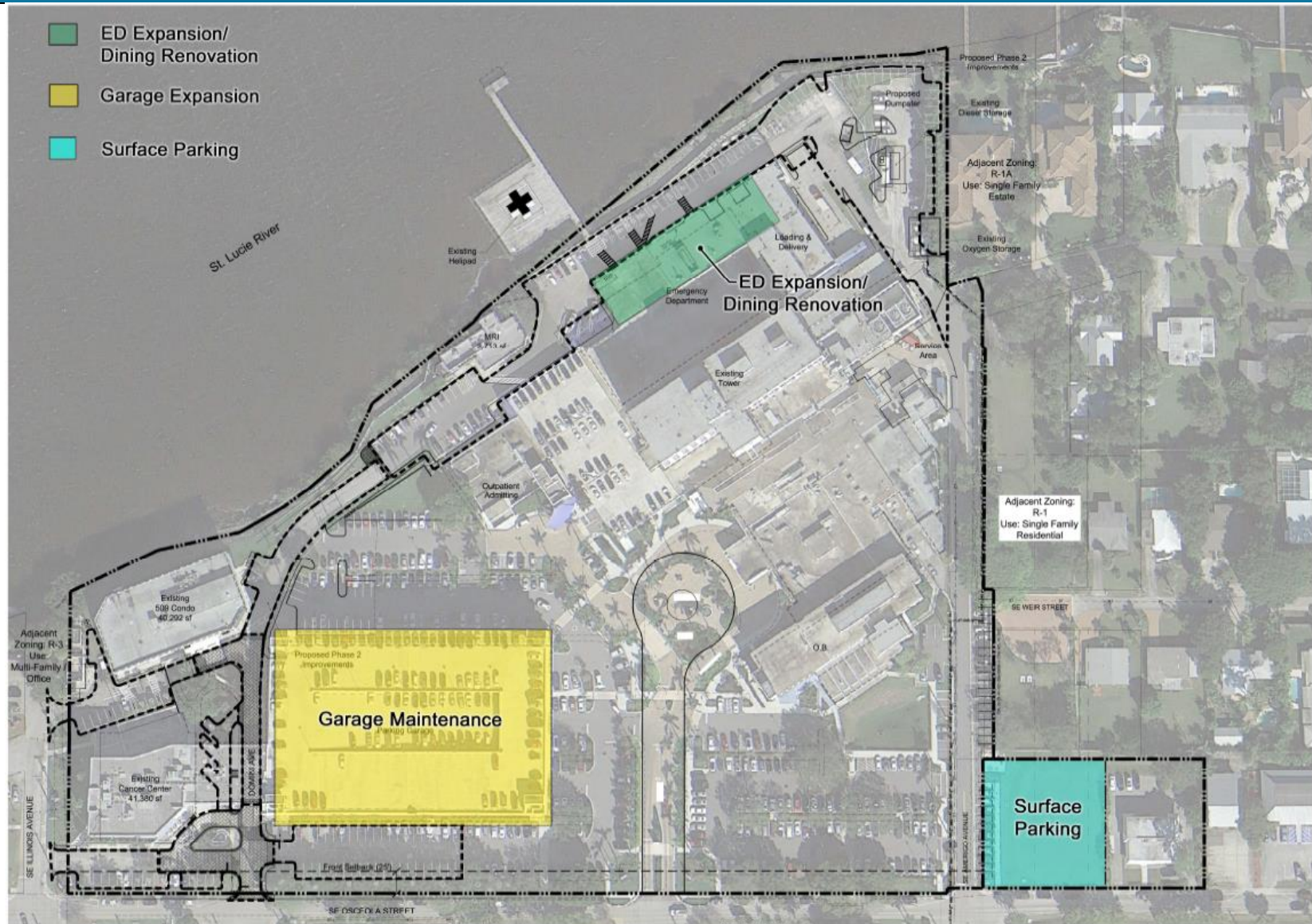
The Master Facilities Plan establishes the framework that will enable the philanthropic efforts within our community to move forward and implement the campus modernization vision. Some of which are:

- All private patient rooms
- An upgraded and expanded Emergency Department
- Improvements to our Cardiac Catheterization/Interventional Electrophysiology Services. This will enhance our patient flow, for both preparation and recovery, making it more comfortable, safe and private for patients.
- Modernized intensive care units
- Expanded parking
- Upgrades to infrastructure
- Increased elevator capacity

Although the long-term goals are to expand and modernize the current services being provided, Martin Health will continue to look for partners and opportunities for services not currently offered within our community and which would compliment and strengthen the quality healthcare which is provided today.



# Potential Future - Short Term Projects





# Illustrative Perspective



# Development Criteria

## SITE DATA:

Total Site Area:	16.26 ac (708,285 sf)
Future Land Use Designation:	Private Institutional
Existing Zoning:	Hospital

DEVELOPMENT STANDARDS:	Current Requirements		Proposed Requirements	
	(H)	(R-3)	(H)	(R-3)
Building Height:	45'/110'	45' Max.	140', 83', 63', 45'	45' Max.
Minimum Lot Size:	None	10,000'	None	10,000'
Minimum Lot Width:	None	100'	None	100'
Impervious Area:	'Not Provided' (13,775 sf) 40% Max. <sup>(2)</sup>		(637,457 sf) 90%	(27,550 sf) 80%
Building Coverage:			(354,142 sf) 50%	
Pavement:			(247,899 sf) 35%	
Sidewalk:			(35,414 sf) 5%	
Pervious Area:	'Not Provided' (20,662 sf) 60%		(70,828 sf) 10%	(6,887 sf) 20%
Landscape Area:			(35,414 sf) 5%	
Retention:			(35,414 sf) 5%	
Building Setbacks: <sup>(1)</sup>				
Front:	25 ft	25 ft	25 ft	25 ft
Side:	15 ft	15 ft	15 ft	15 ft
Rear:	25 ft	20 ft	0 ft	10 ft

(1) Residential- Professional Building (R-3) Zoning Note: Additional 10' added to side setback for each floor above first. Additional 5' added to rear setback for each floor above first. Height not to exceed 45'.

Hospital (H) Zoning Note: Building setbacks are constant and no additional setback is required for additional floors above 1st Floor.

(2) 80% maximum if pervious pavement is used.

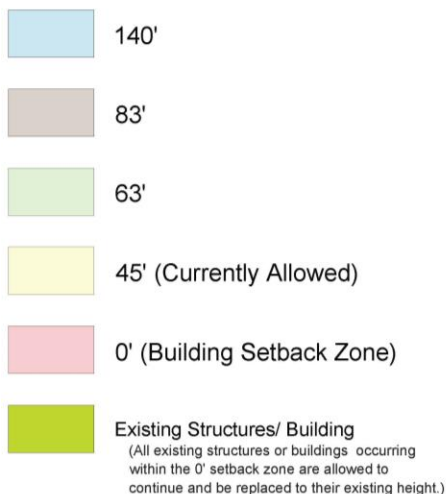
(3) Refer to plan for proposed building height limits. Given that existing grade and finished floor elevations vary on site due to an approximate 12' height difference from North property line (river) to South property line (Osceola), building height shall be measured from the existing Finished Floor Elevation (F.F.E.) where the proposed buildings are going to be built. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in the calculation of building height. Unoccupied spaces such as elevator, utility and service penthouses may extend up to a maximum 19 feet above maximum allowable building height.

1. Former Amerigo Right of Way will continue to be used for access and parking. No buildings will be allowed.

2. Depiction of existing facilities shall not be conveyed or used as an "as built" drawing.

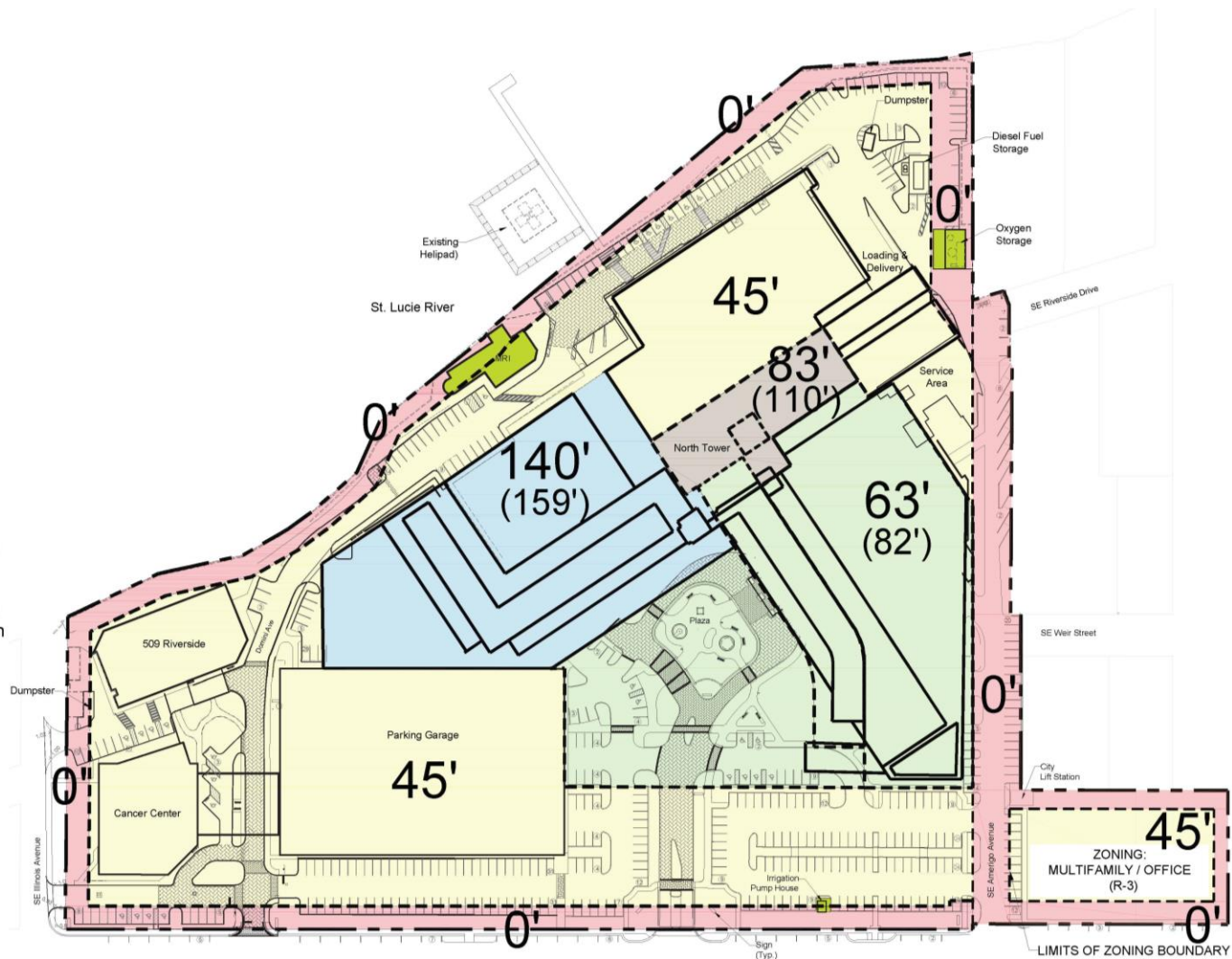


## Development Criteria – Building Heights

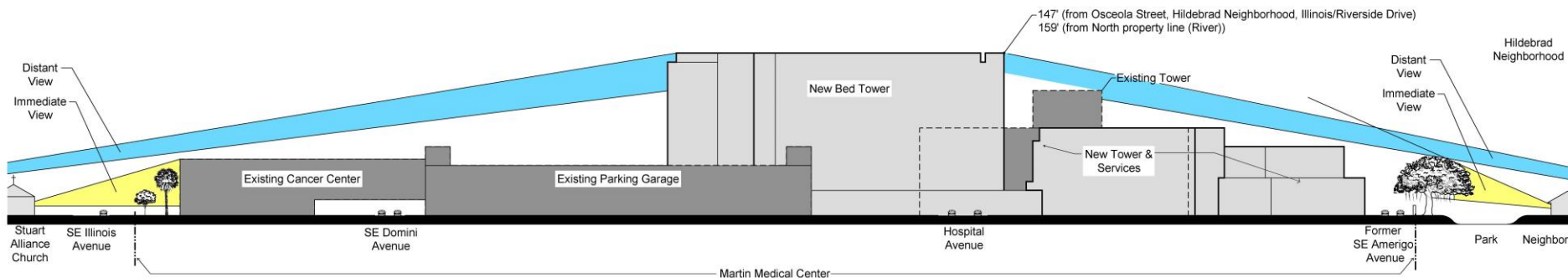


Notes:

- Maximum Building Heights shown do not include utility screening, elevator penthouse or equipment mezzanines which could add an additional 19 feet to Maximum Building Height.
- 83' Maximum Building Height zone (existing North Tower) has an existing elevator penthouse of 27' in height bringing the total building height to 110'.



# View-shed Analysis (Campus sectional view)





# View-shed Analysis (Riverside- Current)



RIVERSIDE | CURRENT/OLD HOSPITAL



# View-shed Analysis (Riverside - Proposed)



RIVERSIDE I REVISED LOWER HEIGHT (NOV.)



# View-shed Analysis (Riverside 2 - Current)



RIVERSIDE II CURRENT/OLD HOSPITAL



# View-shed Analysis (Riverside 2 - Proposed)



RIVERSIDE II REVISED LOWER HEIGHT (NOV.)



# View-shed Analysis (Weir - Current)





# View-shed Analysis (Weir - Proposed)





# View-shed Analysis (Weir – Proposed with landscape)





# View-shed Analysis (Weir 2 - Current)





# View-shed Analysis (Weir 2 - Proposed)





# View-shed Analysis (Weir 2 – Proposed with landscape)





# View-shed Analysis (Osceola - Current)



OSCEOLA (HOSPITAL AVENUE) CURRENT/OLD HOSPITAL



# View-shed Analysis (Osceola - Proposed)





# View-shed Analysis (Illinois/Riverside - Current)



RIVERSIDE/ILLINOIS CURRENT/OLD HOSPITAL



# View-shed Analysis (Illinois/ Riverside - Proposed)



## CRARY ♦ BUCHANAN ATTORNEYS AT LAW

EVANS CRARY (1905-1968)  
LARRY E. BUCHANAN (1941-2012)  
EVANS CRARY, JR. ♦  
JAMES L. S. BOWDISH † ♦  
LAWRENCE EVANS CRARY III  
WILLIAM F. CRARY II † ♦  
R. MICHAEL CRARY  
STEVEN D. BEKES \*  
JENNIFER L. WILLIAMSON ♦  
W. SCOTT TURNBULL  
LENDIA L. WEISSNAK  
JEFFREY J. SAUNDERS  
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\* BOARD CERTIFIED IN WILLS, TRUSTS  
♦ ESTATES LAW  
♦ BOARD CERTIFIED IN REAL ESTATE LAW  
‡ FLORIDA SUPREME COURT CERTIFIED  
CIRCUIT  
MEDIATOR  
♦ FLORIDA SUPREME COURT CERTIFIED  
FAMILY MEDIATOR  
♦ FLORIDA SUPREME COURT QUALIFIED  
ARBITRATOR  
♦ OF COUNSEL

July 28, 2017

City Commission  
City of Stuart  
121 SW Flagler Avenue  
Stuart, Florida 34994

Re: Martin Memorial Medical Center – Master Facilities Plan – Compliance with City of Stuart  
Comprehensive Plan and Land Development Code

Ladies and Gentlemen:

I represent Martin Memorial Medical Center, Inc. ("MMC"). As you know, MMC has requested the City of Stuart ("City") grant approval of and enter into a Development Agreement with MMC to establish a Master Facilities Plan for the Stuart campus of Martin Medical Center located at 200 Hospital Avenue, Stuart, Florida. One of the requirements of Chapter 163, Florida Statutes for development agreements is a finding that the proposed development is consistent with the local government's comprehensive plan and land development regulations. The City has requested an opinion letter from me, as legal counsel for MMC, that the proposed Master Facilities Plan and associated Development Agreement are consistent with the City's Comprehensive Plan and Land Development Code to support a finding by the City to that effect.

I have reviewed the City's Comprehensive Plan and Land Development Code, as well as Chapter 163, Florida Statutes in the preparation of this opinion letter. I am making the assumption, without further inquiry, that the City's Comprehensive Plan, as amended to date, has been adopted in compliance with Section 163.3184, Florida Statutes (Process for adoption of Comprehensive plan or plan amendments). Based upon my review, it is my opinion that the proposed Master Facilities Plan for Martin Medical Center and the associated Development Agreement are consistent with the City's Comprehensive Plan and Land Development Code.

This opinion letter may be relied upon only by the City and is not being given for the reliance of any other parties.

Sincerely yours,

Lawrence E. Crary III



**EXHIBIT "C"**

**CERTIFICATION OF TITLE**

I, Lawrence E. Crary III of Crary Buchanan, P.A., a member of The Florida Bar, Florida Bar No. 250414, hereby certify that the record title to the property described in Exhibit "A" to this Martin Medical Center Development Agreement is in the name of MARTIN MEMORIAL MEDICAL CENTER, INC. (formerly known as Martin Memorial Hospital Association, Inc.), a Florida not-for-profit corporation as of the date of this Certification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CRARY BUCHANAN, P.A.

\_\_\_\_\_  
By: Lawrence E. Crary III, Esq.

## EXHIBIT "D"

### PERMITTED USES, INTENSITIES, DENSITIES & HEIGHT LIMITATIONS

The uses on Parcel 1 of the Property are limited to hospital, medical, healthcare, physicians' offices and ancillary uses and services thereto, including parking garages and decks. Parcel 1 is in the Hospital (H) Zoning District. In accordance with the City of Stuart Land Development Code, "At such time as a master facilities plan is adopted for the hospital district for hospital use and development, thereupon all portions of the land development regulations in conflict therewith shall be repealed and superseded by the master facilities plan." The intensity, density and height limitations on Parcel 1 of the Property are set forth on the Master Facilities Plan attached hereto. The definition of "height" is defined on the Master Facilities Plan.

The uses on Parcel 2 of the Property are limited to those uses under the R3 Zoning District as presently set forth in the City's Land Development Code and subject to the intensities, densities and height limitations of said zoning district. ~~\_; however, Parcel 2, or portions thereof, may, in any event, be used for parking and/or drainage in support of uses on the Property (i.e., Parcels 1 and 2).~~ There are two existing approvals by the City which affect Parcel 2, to-wit: (1) the Stormwater Utility and Property Exchange Agreement between the City and Martin dated July 15, 2013 (the "Hildabrad Buffer Agreement"); and (2) the Resolution adopted by the City of Stuart on June 12, 2017 (Resolution No. 55-2017) granting a Conditional Use Permit for temporary parking facilities on a portion of Parcel 2, followed by permanent parking facilities (the "Parking Resolution"). The Hildabrad Buffer Agreement shall not be amended, superseded or otherwise affected by this Development Agreement. The Parking Resolution shall remain in force and effect unless and until Martin seeks and obtains from the City a change to or revocation of it. Martin has expressed a desire to use a portion of Parcel 2 in the future for construction staging, which has been done in the past. To use Parcel 2 for construction staging will require Martin to apply for such use via a public hearing process to

vacate the Parking Resolution and amend this Development Agreement to include such use. In any event, the landscaping along the north border of Parcel 2 which has been installed in compliance with the Parking Resolution shall remain and shall be maintained by Martin, regardless of the use(s) on Parcel 2.

No other uses shall be permitted unless this Agreement is amended by mutual agreement of the parties.



**EXHIBIT “E”**

**PUBLIC FACILITIES**

<u>Public Facilities Serving The Development</u>	<u>Provider</u>	<u>New Facilities Required (Date)</u>	<u>Concurrency Schedule</u>
Potable Water	City	None	N/A
Sanitary Sewer	City	None	N/A
Solid Waste	Martin Co.	None	N/A
Drainage	City, Martin Co., SFWMD	None	N/A
Transportation	Martin Co.	None	N/A
Educational	Martin Co. School Bd.	None	N/A
Parks and Recreation	City & Martin Co.	None	N/A
Health Systems/ Facilities	Developer	TBD	TBD

The Developer obtains water and sewer services from the City of Stuart and shall be responsible for all applicable fees, charges, and permits related thereto. The Developer shall secure all other necessary public facilities from the appropriate entities and shall be responsible for all applicable fees, changes, and permits related thereto. Nothing in this agreement shall constitute a reservation of capacity for public facilities.

## **EXHIBIT “F”**

### **PERMITS REQUIRED**

The Developer shall be responsible for securing all permits related to the proposed development in accordance with the Stuart Code of Ordinances, Land Development Code and other applicable regulations. These permits shall include, but not be limited to, permits required for building, paving/surfacing, electrical, plumbing, mechanical, roofing, signage, painting, landscaping, and utilities work associated with the development.

## EXHIBIT "G"

### MASTER FACILITIES PLAN DEFINITION

*Master (Hospital) Facilities Plan* shall mean a ten-year development agreement and plan, pursuant to 163.3220 through 163.3243, Florida Statutes, subject to the procedures and requirements of the Florida Local Government Development Agreement Act, including amendment or extension of the agreement by mutual consent of the parties. In addition to any requirements under Sections 163.3220 through 163.3243, Florida Statutes, the Master (Hospital) Facilities Plan components shall include one or more exhibits showing each of the following:

1. Existing site conditions;
2. A description of existing hospital programs;
3. A description of potential future hospital programs;
4. A depiction (illustrative perspective) of new buildings and additions to existing buildings including their approximate locations and height;
5. A depiction of specific development criteria such as impervious/pervious ratios, setbacks, open space, building height and building coverage;
6. A view-shed analysis consisting of "before and after" photos and/or cross-section graphics showing visual impacts on surrounding properties;
7. A demonstration or opinion letter that planned improvements are consistent with the City's Comprehensive Plan.

All provisions of the City's Land Development Code (LDC) not in conflict with the Master (Hospital) Facilities Plan shall apply to the agreement and plan, including a requirement that any new development cumulatively exceeding 50,000 square feet shall be approved at a public hearing in accordance with Section 11.01.01, "Major Development Plan" of the City Land Development Code.