



Martin County, Florida Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996
772-288-5495 www.martin.fl.us

RECEIVED
MAR 24 2025
**GROWTH MANAGEMENT
DEPARTMENT**

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

Zoning Change Checklist

Please include the following items in the order shown below. **If any item is not included, please identify the item and the reason for its exclusion.** Links to specific forms are included with some items, noted in blue font.

REQUIRED FORMAT

All applications for development must be reviewed for completeness, prior to the acceptance of the application for distribution to staff for review. The application must include the documents listed in subsection 10.2.B., the disclosure of ownership interests described in 10.5.D.1, and the completeness review fee.

Submit only one paper packet (8 1/2x11-inch) of documents for completeness review and for the full submittal following determination of completeness.

Upon submittal of the hard copy for both completeness and full submittals, staff will provide the agent listed on the application with a project specific link to a project specific Sharebase folder where the agent can upload the digital documents. **Bookmark in the order they appear in the Checklist.** Do not provide electronic signatures on any documents as they create errors in the bookmarked PDFs.

FEE: Initial applications shall be accompanied by a completeness review fee. Once staff determines, in writing, the application is complete, the full application fee as established by BOCC resolution shall be submitted with the application. Checks are made payable to the Martin County Board of County Commissioners. [Development Review Fee Schedule](#)

REQUIRED DOCUMENTS

- ☒ 1. **APPLICATION:** Application signed by the owner or the entity having power of attorney from the owner to act on his/her behalf, pursuant to section 10.5B. In addition to identifying the entities that comprise the development team, the names of each individual who is authorized to submit documents during the development review process must be listed on the application and power of attorney forms. [Development Review Application](#)
- ☒ 2. **DIGITAL SUBMITTAL AFFIDAVIT:** Affidavit, signed by the applicant or agent, certifying the digital application is an exact duplicate of the hard copy. [Digital Submittal Affidavit](#)

- ☒ 3. **NARRATIVE:** Project summary including the history of the property/project, the location and size of the subject property, current zoning and future land use, and the request for zoning and future land use. Include a request specifying a request for reservation, deferral or an exemption of public facilities. [MARTIN COUNTY, FLA., LDR, Article 5, Division 2].
- ☒ 4. **POWER OF ATTORNEY:** A notarized power of attorney authorizing an agent to act on the owner's behalf.
- ☒ 5. **DISCLOSURE OF INTEREST AFFIDAVIT:** Provide a completed financial disclosure of interest affidavit form pursuant to Sec. 10.5.D.1.
[Disclosure of Interest Affidavit](#)
- ☒ 6. **RECORDED DEED:** A copy of the recorded deed(s) for the subject property.
- ☒ 7. **PROPERTY TRANSFER:** A certification of any property transfer since the property was deeded to the current property owner. If there has not been a property title transfer since the recorded deed, provide a certified statement that no title transfer has occurred.
- ☒ 8. **LEGAL DESCRIPTION:** Full legal description including parcel control number(s) and total acreage.
- ☒ 9. **SITE LOCATION MAP:** Include all adjacent and internal roadways, surrounding properties and a clear site boundary.
- ☐ 10. ~~**SCHOOL IMPACT WORKSHEET:**~~ ^{**N/A?**} A school impact worksheet to be included for rezoning to a zoning district that permits residential uses.
[School Impact Worksheet](#)

NOTE TO APPLICANT and/or AGENT:

PUBLIC NOTICE REQUIREMENTS:

[MARTIN COUNTY, FLA., LDR, Article 10, Section 10.6]

PROJECT NOTICE SIGN: Following the completeness review, not more than ten days after a development application has been determined to be complete, the development property must be posted with a notice sign. The applicant shall submit a certified statement of installation and photos to the project coordinator.

MAILING OF NOTICE: A list of property owners meeting the distance requirements of Section 10.6.E(1), certified by an attorney or title company must be provided to the County **no later than 2 weeks prior** to the date and time of the public hearing.

PROCEDURES FOR PUBLIC MEETINGS AND HEARINGS:

The applicant must submit an affidavit attesting to the compliance with the mailing requirements in Section 10.6.E., during the public hearing. The certified list of property owners shall not be submitted during the public hearing.

RESOURCES: [Martin County Development Review Webpage](#)



Martin County, Florida
Growth Management Department
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DEVELOPMENT REVIEW APPLICATION

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A. GENERAL INFORMATION

Type of Application: Zoning Change

Name or Title of Proposed Project: Driven Brands Rezoning

Brief Project Description:

Rezoning of an existing PUD-C parcel to CG

Was a Pre-Application Held? ☒ YES/NO ☐ Pre-Application Meeting Date: 6/13/2024

Is there Previous Project Information? ☐ YES/NO ☒

Previous Project Number if applicable: _____

Previous Project Name if applicable: _____

Parcel Control Number(s)

55-38-41-000-044-00033-7

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): Driven Brands, Inc

Company Representative: Anthony Winchester

Address: 440 S Church St #700

City: Charlotte, State: NC Zip: 28202

Phone: 757-404-7414 Email: ranny.randolph@drivenbrands.com

C. PROJECT PROFESSIONALS

Applicant (Name or Company): Driven Brands, Inc

Company Representative: Anthony Winchester

Address: 440 S Church St #700

City: Charlotte, State: NC Zip: 28202

Phone: 757-404-7414 Email: ranny.randolph@drivenbrands.com

Agent (Name or Company): Bowman Consulting Group

Company Representative: Shailah Steck

Address: 900 SE Third Ave, Suite 300

City: Fort Lauderdale, State: FL Zip: 33316

Phone: 954-884-5264 Email: ssteck@bowman.com

Contract Purchaser (Name or Company): Chick-fil-A Inc

Company Representative: Justin Bloecher

Address: 5200 Buffington Road

City: Atlanta, State: GA Zip: 30349

Phone: 770-362-9119 Email: justin.bloecher@cfacorp.com

Land Planner (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Landscape Architect (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Surveyor (Name or Company): Bowman Consulting Group LTD

Company Representative: Nicholas Messina Jr

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Civil Engineer (Name or Company): Bowman Consulting Group

Company Representative: Andres Mizrahi

Address: 13450 W. Sunrise Boulevard

City: Sunrise, State: FL Zip: 33323

Phone: 954) 884-5262 Email: amizrahi@bowman.com

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Architect (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Attorney (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Environmental Planner (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

Other Professional (Name or Company): _____

Company Representative: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

D. Completeness Sufficiency Review

Applications submitted for completeness/sufficiency review meetings held on Mondays, must be received by the Growth Management Department no later than 4 p.m. the previous Thursday or in the event of a holiday, 4 p.m. Wednesday. Applications received on Fridays will be scheduled for the following week.

E. Certification by Professionals

Section 10.5.F.6.h., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

When reviewing a development application that has been certified by a professional listed in F.S. § 403.0877, F.S., the County shall not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing. If the applicant states in writing that the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the County, at the applicant's request, shall proceed to process the application for approval or denial. (125.022(1), Fla. Stat.)



This box must be checked if the applicant waives the limitations.

F. APPLICANT or AGENT CERTIFICATION

I have read this application, and to the extent that I participated in the application, I have answered each item fully and accurately.


Applicant Signature

3/21/25
Date

Kristhian Morales
Printed Name

STATE OF FLORIDA

COUNTY OF ~~MARTIN~~ BROWARD

The foregoing instrument was ☒ sworn to, ☐ affirmed, or ☐ acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21 day of March, 2025, by Kristhian Morales, who is ☒ personally known to me, or ☐ produced the following type of identification N/A.

NOTARY PUBLIC SEAL



Shailah Giovanna Steck
Comm.: HH 354492
Expires: January 26, 2027
Notary Public - State of Florida

Notary Public, State of Florida

Shailah G Steck 3/21/25
(Printed, Typed or Stamped Name of Notary Public)



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Digital Submittal Affidavit

I, Kristhian Morales, attest that the electronic version included for the project Chick-Fil-A Kanner is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.


 Applicant Signature

3/21/25
 Date

STATE OF FLORIDA
 COUNTY OF ~~MARTIN~~ BROWARD

The foregoing instrument was ☐ sworn to, ☒ affirmed, or ☐ acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21 day of March, 2025, by Kristhian Morales, who is ☒ personally known to me, or ☐ produced the following type of identification N/A.

NOTARY PUBLIC SEAL



Shailah Giovanna Steck
 Comm.: HH 354492
 Expires: January 26, 2027
 Notary Public - State of Florida

Notary Public, State of Florida


Shailah G. Steck 3/21/25

(Printed, Typed or Stamped Name of Notary Public)

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GROWTH MANAGEMENT
DEPARTMENT

Kanner & Salerno Rezoning

PCN #: 55-38-41-000-044-00033-7

Project Location: S KANNER HIGHWAY & SW SALERNO RD

Project Description: The proposal to rezone the vacant property just Southwest of the intersection of South Kanner Highway and Southwest Salerno Rd.

Narrative Letter



The 2.97-acre site is associated with parcel number 55-38-41-000-044-00033-7. The site is bounded by S Kanner Hwy (FDOT maintained) to the East, SW Salerno Road (County maintained) to the North, single-family houses to the West, and a site that is occupied by another fast-food restaurant to the South.

Adjacent Zoning:

Subject Property: PUD-C
North: GC – General Commercial
East: GC – General Commercial
South: GC – General Commercial
West: HR-1 – Single Family Residential District

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DEPARTMENT



The site is currently zoned Planned Unit Development – Commercial (PUD-C), however the timetable for the development of the Kanner Square PUD agreement has expired. According to the Future Land Use Map, the property is classified as Commercial General. The proposed use of a fast-food restaurant with a drive-thru is permitted and will not require a Future Land Use Plan amendment. The applicant intends to move forward with a rezoning to Commercial General – CG.

A handwritten signature in blue ink, appearing to read "Kristhian Morales".

Kristhian Morales
Branch Manager
Bowman

March 20, 2025

LETTER OF AUTHORIZATION

RE: Chick-fil-A Kanner Highway
Unassigned Address
S Kanner Hwy, Stuart, FL
Parcel ID: 55-38-41-000-044-00033-7

TO WHOM IT MAY CONCERN:

This letter is to designate the following Parties are to act as authorized agent/applicants on behalf of the property owners associated with the proposed redevelopment project: Driven Brands, Inc., (hereinafter the "Property Owner"):

Chick-fil-A, Inc
Clint Mattson & Justin Bloecher
440 S Church St #700, Charlotte NC 28202

Bowman Consulting Group, Ltd
Kristhian Morales, Shailah Steck & Andres Mizrahi
900 SE Third Ave, Suite 300, Fort Lauderdale FL 33316

The Property owner grants the above-mentioned Parties authorization to make application submittals and negotiate conditions in matters related to government regulations and permitting activities within the State of Florida, Martin County, SFWMD, FDOT and other government entities in relation to the above-mentioned site (associated with Parcel ID # 55-38-41-000-044-00033-7).

Driven Brands Inc.
By: [Signature]

Signature
Anthony Winchester
Vice President
Driven Brands, Inc.
440 S Church St #700
Charlotte NC 28202
(704) 377-8855

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, the undersigned Notary Public, this 20th day of March, 2025.

[Signature]
Notary Public

CRYSTAL M. CAMPBELL
Printed Name

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GROWTH MANAGEMENT
DEPARTMENT

CRYSTAL M. CAMPBELL
NOTARY PUBLIC
Mecklenburg County, North Carolina
Commission Number 19970450071
My Commission Expires January 6, 2028



Recorded in Martin County, FL 10/4/2024 8:56 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: \$27.00 Deed Tax: \$19,600.00
CFN#3093983 BK 3461 PG 1555 PAGE 1 of 3

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GROWTH MANAGEMENT
DEPARTMENT

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Driven Brands, Inc.
440 S. Church Street, Suite 700
Charlotte, NC 28202
Attn: Property Management

Tax Parcel I.D. No.: 55-38-41-000-044-00033-1

SPECIAL WARRANTY DEED

BOING US HOLDCO, INC., a Delaware corporation ("Grantor"), whose post office address is 440 S. Church Street, Suite 700, Charlotte, North Carolina 28202, for and in consideration of the sum of TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these present does hereby grant, sell and convey unto **DRIVEN BRANDS, INC.**, a Delaware corporation ("Grantee"), whose post office address is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 all that certain land located in Martin County, Florida, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with all improvements located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to taxes, charges and assessments for the year of closing and subsequent years, not yet due and payable, and all matters of record in the Official Records of Martin County, Florida (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, unto Grantee and Grantee's successors and assigns in fee simple forever.

And Grantor hereby covenants and warrants that subject to the Permitted Exceptions, Grantor will warrant and defend the title to the Property against the lawful claims of all persons whomsoever claiming by, through or under Grantor but against none other.

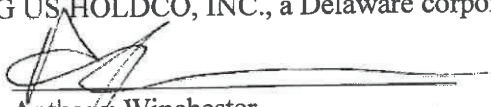
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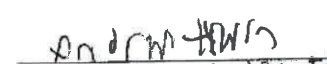
GROWTH MANAGEMENT
DEPARTMENT

EXECUTED on the date set forth in the acknowledgment attached hereto, to be effective upon delivery.

WITNESSES: BOING US HOLDCO, INC., a Delaware corporation

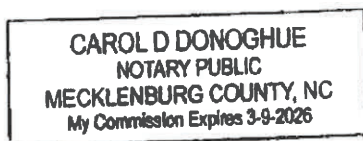
By: 
Name: Anthony Winchester
Its: Vice President – Legal, Real Estate


Printed Name: Stacey Robinson
Address: 440 S. Church Street, Suite 700
Charlotte, NC 28202


Printed Name: Andrew F. V. A.
Address: 440 S. Church Street, Suite 700
Charlotte, NC 28202

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF MECKLENBURG)

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 27th day of SEPTEMBER, 2024, by Anthony Winchester, as Vice President – Legal, Real Estate of **BOING US HOLDCO, INC.**, a Delaware corporation, on behalf of said entity, who is personally known to me or has produced a driver's license as identification.



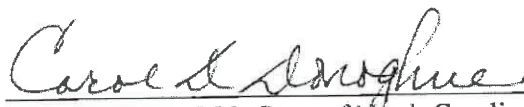

NOTARY PUBLIC, State of North Carolina
Name: CAROL D DONOGHUE

EXHIBIT "A" to Special Warranty Deed

Legal Description

A parcel of land lying in the Hanson Grant of Martin County, Florida, being more particularly described as follows: Begin at the intersection of the Westerly Right-of-Way line of State Road 76 and the Southerly line of Tract 3, Block 44, St. Lucie Inlet Farms, according to the Plat thereof, recorded in Plat Book 1, page 98, Public Records of said County; thence North 07 degrees 16 minutes 10 seconds East 660.04 feet along the Westerly line of said State Road 76; thence North 54 degrees 49 seconds 19 seconds West 55.46 feet, thence South 66 degrees 31 minutes 25 seconds West 44.93 feet; thence North 23 degrees 28 minutes 32 seconds West 20.00 feet to the Southerly Right-of-Way line of Salerno Road; thence South 66 degrees 31 minutes 25 seconds West 95.59 feet along said Southerly Right-of-Way line to an intersection with the Northerly extension of the Easterly line of Live Oak Estates, according to the Plat thereof recorded in Plat Book 7, page 35, Public Records of said County; thence South 07 degrees 16 minutes 10 seconds West 738.44 feet along said Easterly extension and Easterly line of said Live Oak Estates to the intersection with the Southerly line of Tract 4, St. Lucie Inlet Farms, according to the Plat thereof, recorded in Plat Book 1, page 98, of the Public Records of said County; thence North 66 degrees 31 minutes 05 seconds East 209.45 feet along said Southerly line of Tract 4 and Southerly line of Tract 3 of said St. Lucie Inlet Farms to the Point of Beginning.

Being the same property conveyed by P.F. #5, LLC to Boing US Holdco, Inc., by Special Warranty Deed dated May 15, 2023, recorded at OR Book 3375, Page 931, Official Records of Martin County, Florida.

Property Transfer Letter

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To Whom this may concern,

The property located at the SW corner of intersecting roads S Kanner Hwy and SW Salerno Road, unincorporated Martin County, FL with Parcel ID 55-38-41-000-044-00033-7 is under the Ownership of Driven Brands, Inc.

Please see attached Property Appraiser Card and other associated submittal documents such as the Letter of Authorization, Disclosure of Interest and Deed.

Thank you

Kristhian Morales
Authorized Agent
Branch Manger of Bowman at
900 SE 3rd Ave., Suite 300
Fort Lauderdale, FL 33316

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GROWTH MANAGEMENT
DEPARTMENT

Basic Info

PIN 55-38-41-000-044-00033-7	AIN 44064	Situs Address S KANNER HWY STUART FL	Website Updated 2/19/25
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General Information

CHANGE MAILING ADDRESS

SIGN UP FOR PROPERTY FRAUD ALERT

Property Owners DRIVEN BRANDS INC	Parcel ID 55-38-41-000-044-00033-7	Use Code/Property Class 1000 - 1000 Vacant Commercial
Mailing Address 440 S CHURCH ST #700 CHARLOTTE NC 28202	Account Number 44064	Neighborhood 51200 Kanner E of 95
Tax District DISTRICT FOUR MSTU	Property Address S KANNER HWY STUART FL	Legal Acres 2.9736
	Legal Description ST LUCIE INLET FARMS, PORTIONS OF TRS 3 ...	Ag Use Size (Acre\Sq Ft) N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2024	\$ 1,942,950	\$ 0	\$ 1,942,950	\$ 0	\$ 1,942,950	\$ 0	\$ 1,942,950

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 9/27/24	Grantor (Seller) BOING US HOLDCO INC	Doc Num 3093983
Sale Price \$ 2,800,000	Deed Type Special Warranty Deed	Book & Page <u>3461 1555</u>

Legal Description

ST LUCIE INLET FARMS, PORTIONS OF TRS 3 & 4 BLK 44 LYING WLY OF SR 76 AS FOLLOWS; BEG AT SW COR TR 3, NE ALG S/LN 63.36 TO WLY R/W SR 76 AS IN OR 936/399 NLY ALG R/W 660.66, CONT ALG R/W NW 55.46, CONT SW ALG R/W 44.93, CONT NW ALG R/W 20, SW ALG SLY R/W SALERNO RD 95.28 TO A PT ON THE NLY EXT OF E/LN OF LIVE OAK ESTATES S/D, SLY ALG SAID EXT & E/LN 739.25 TO S/LN TR 4, NE TO POB

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

Improvements

PIN 55-38-41-000-044-00033-7	AIN 44064	Situs Address S KANNER HWY STUART FL	Website Updated 2/19/25
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Use Code/Property Class N/A	Total Finished Area 0 SF	Max Stories 0
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Features/Yard Items

Type	Qty	Size	Unit of Measure	Year Blt
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Sales History

PIN 55-38-41-000-044-00033-7	AIN 44064	Situs Address S KANNER HWY STUART FL
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Website Updated 2/19/25

Sale Date	Sale Price	Grantor (Seller)	Deed Type	Doc Num	Book & Page
9/27/24	\$ 2,800,000	BOING US HOLDCO INC	Special Warranty Deed	3093983	<u>3461 1555</u>
5/15/23	\$ 2,500,000	P F #5 LLC	Special Warranty Deed	3016716	<u>3375 931</u>
1/1/12	\$ 100	P F #4 LLC	Quit Claim Deed	2312142	<u>2556 1367</u>
12/3/10	\$ 100	INTERFACE KANNER LLC	Quit Claim Deed	2273742	<u>2517 0259</u>
9/28/06	\$ 0	HERITAGE TRUST INC	CORRECTIVE DEED	1963342	<u>2184 0219</u>
7/6/05	\$ 0	HERITAGE TRUST INC	Qu	1853054	<u>2033 0565</u>
7/6/05	\$ 1,750,000	HERITAGE TRUST INC	Special Warranty Deed	1853053	<u>2033 0560</u>
8/28/01	\$ 350,000	BAUER, EDWARD & LYNNE &	Special Warranty Deed	JKB	<u>1579 0011</u>
8/28/01	\$ 175,000	GOLD, MARK S (T/C)	Special Warranty Deed	JKB	<u>1579 0006</u>
8/28/01	\$ 175,000	POTTASH, A CARTER	Special Warranty Deed	JKB	<u>1579 0001</u>
10/28/88	\$ 390,000	SELLER - see file for name	Special Warranty Deed		<u>0786 1252</u>
3/1/86	\$ 300,000	SELLER - see file for name	Special Warranty Deed		<u>0667 1055</u>
1/1/01	\$ 210,000	SELLER - see file for name	Special Warranty Deed		<u>0617 1447</u>
1/1/01	\$ 100	SELLER - see file for name	02		<u>0551 0290</u>

This section is not intended to be a chain of title. Sales do not generally appear until approximately 1 to 3 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

Value History

PIN 55-38-41-000-044-00033-7	AIN 44064	Situs Address S KANNER HWY STUART FL	Website Updated 2/19/25
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Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	County Exemptions	County Taxable Value
2024	\$ 1,942,950	\$ 0	\$ 1,942,950	\$ 0	\$ 1,942,950	\$ 0	\$ 1,942,950
2023	\$ 1,301,780	\$ 0	\$ 1,301,780	\$ 191,145	\$ 1,110,635	\$ 0	\$ 1,110,635
2022	\$ 1,301,780	\$ 0	\$ 1,301,780	\$ 292,111	\$ 1,009,669	\$ 0	\$ 1,009,669
2021	\$ 1,116,424	\$ 0	\$ 1,116,424	\$ 198,543	\$ 917,881	\$ 0	\$ 917,881
2020	\$ 1,101,010	\$ 0	\$ 1,101,010	\$ 266,572	\$ 834,438	\$ 0	\$ 834,438
2019	\$ 1,101,010	\$ 0	\$ 1,101,010	\$ 342,430	\$ 758,580	\$ 0	\$ 758,580
2018	\$ 1,101,010	\$ 0	\$ 1,101,010	\$ 411,392	\$ 689,618	\$ 0	\$ 689,618
2017	\$ 1,101,010	\$ 0	\$ 1,101,010	\$ 474,085	\$ 626,925	\$ 0	\$ 626,925
2016	\$ 1,101,010	\$ 0	\$ 1,101,010	\$ 531,078	\$ 569,932	\$ 0	\$ 569,932
2015	\$ 518,120	\$ 0	\$ 518,120	\$ 0	\$ 518,120	\$ 0	\$ 518,120
2014	\$ 518,120	\$ 0	\$ 518,120	\$ 0	\$ 518,120	\$ 0	\$ 518,120

WARNING: Significant tax increases often occur when sold. The Taxable Value and Taxes, noted above, may reflect exemptions, classifications and value limitations that will be removed at the time of sale. Homestead exemptions, agricultural classifications, and assessed value limitations are NOT transferable to the new owner. Following a sale, a property’s assessed value is reset to the market value & the new owner must reapply for homestead exemption & agricultural classification.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE HANSON GRANT OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76 AND THE SOUTHERLY LINE OF TRACT 3, BLOCK 44, ST. LUCIE INLET FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 98, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 07 DEGREES 16 MINUTES 10 SECONDS EAST 660.04 FEET ALONG THE WESTERLY LINE OF SAID STATE ROAD 76; THENCE NORTH 54 DEGREES 49 SECONDS 19 SECONDS WEST 55.46 FEET, THENCE SOUTH 66 DEGREES 31 MINUTES 25 SECONDS WEST 44.93 FEET; THENCE NORTH 23 DEGREES 28 MINUTES 32 SECONDS WEST 20.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SALERNO ROAD; THENCE SOUTH 66 DEGREES 31 MINUTES 25 SECONDS WEST 95.59 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF LIVE OAK ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 35, PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 07 DEGREES 16 MINUTES 10 SECONDS WEST 738.44 FEET ALONG SAID EASTERLY EXTENSION AND EASTERLY LINE OF SAID LIVE OAK ESTATES TO THE INTERSECTION WITH THE SOUTHERLY LINE OF TRACT 4, ST. LUCIE INLET FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 98, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 66 DEGREES 31 MINUTES 05 SECONDS EAST 209.45 FEET ALONG SAID SOUTHERLY LINE OF TRACT 4 AND SOUTHERLY LINE OF TRACT 3 OF SAID ST. LUCIE INLET FARMS TO THE POINT OF BEGINNING.

SUBJECT PARCEL CONTAINS 129,585.64 SQUARE FEET OR 2.974 ACRES, MORE OR LESS.

RECEIVED

MAR 24 2025

**GROWTH MANAGEMENT
DEPARTMENT**

Chick Fil A

Kanner Highway and SW Salerno Rd



RECEIVED RECEIVED

MAR 24 2025

APR 11 2025

GROWTH MANAGEMENT
DEPARTMENT

GROWTH MANAGEMENT
DEPARTMENT



Date: April 17, 2024

VIA EMAIL
Lindsey Meyers

RE: Proposed Purchase Agreement between BOING US HOLDING INC ("Seller"), as seller, and Chick Fil A, Inc ("CFA"), as purchaser

Dear Lindsey:

This letter serves to express our interest in entering into a purchase agreement (the "**Agreement**") regarding the real property described below.

Property: The property (the "**Property**") consists of approximately 3.01 acres located at S. Kanner Hwy and SW Salerno Road in Stuart, FL as more particularly shown on Exhibit "A", together with easements for access, parking and utilities across Seller's adjacent property shown on Exhibit "B" (the "**Adjoining Property**").

Purchase Price:

[REDACTED]

Earnest Money:

Within 3 business days after the effective date of the Agreement, CFA will deposit [REDACTED] with a national title company of CFA's choice as earnest money (the "**Earnest Money**"). If CFA terminates the Agreement during the Inspection Period or Permitting Period or for failure of the contingencies listed below to be satisfied prior to the Closing, the Earnest Money will be returned to CFA.

Inspection Period:

CFA will have 90 days after the effective date of the Agreement (the "**Inspection Period**") to determine the feasibility, in CFA's sole discretion, of CFA's development, use and operation of the Property. CFA will have the right to terminate the Agreement for any reason (or for no reason) at any time prior to the expiration of the Inspection Period, in which event the Earnest Money will be returned to CFA.

Seller is not aware of any consents or approvals which would be required from any parties (including from occupants of the Adjoining Property) other than Seller or the city in which the Property is located, for the development or operation of the Property as a Chick-fil-A restaurant with a drive-thru window with multi-lane order points, pylon and/or monument sign and children's play area ("**Third Party Consents**"). However, if CFA discovers that Third Party consents are required, then Seller will work with CFA on obtaining all Third Party Consents.

Permitting Period:

CFA will have a specific number of days (the "**Permitting Period**"; the amount of which to be mutually acceptable to CFA and Seller and consistent with the

timing provided in CFA's Site Investigation Report (the "**SIR**") and set forth in the Agreement prior to execution) after the expiration of the Inspection Period to receive all un-appealable governmental and other third party approvals and permits (collectively, "**Permits**") deemed necessary by CFA, without unusual or extraordinary expense, for the development and use of the Property as a Chick-fil-A restaurant with a drive-thru window with multi-lane order points, pylon and/or monument sign and a children's play area. CFA will make its initial submittal for Permits within 30 days after the expiration of the Inspection Period. CFA will have the right to terminate the Agreement for failure to obtain Permits at any time prior to the expiration of the Permitting Period, in which event the Earnest Money will be returned to CFA. CFA may extend the Permitting Period for 2, 30-day periods if CFA has not received Permits before the expiration of the Permitting Period.. **The exact timeline shall be determined by the SIR and included into the PSA.**

SIR Process: CFA plans to start the SIR process upon full execution of this LOI

Does CFA have the right to disclose to the local municipality that it is CFA?
Y_X / N__

Does LL want to be a part of the conversations with the municipality?
Y__ / NX__

Other Contingencies: The transaction contemplated by the Agreement will also be expressly contingent upon the following:

- (i) The condition of title to the Property must be satisfactory to CFA.
- (ii) CFA obtaining all required internal approvals from its Real Estate Committee during the Inspection Period.

Closing: The Closing will occur not later than 30 days after the expiration of the Permitting Period.

Sign Panel Rights: CFA will have the right to place a panel on their property.

Brokers: CFA and Seller acknowledge CFA has engaged David Emihovich with Katz & Associates ("**CFA's Broker**") as CFA's broker in connection with the purchase and sale of the Property. Subject to the consummation of the transaction contemplated by the Agreement, Seller will be responsible for payment of all commissions due to CFA's Broker pursuant to separate agreements among them (the "**Broker Agreements**"). Seller will pay a commission in the amounts of 3% to CFA's Broker in accordance with the terms and conditions of the Broker Agreements between Seller and Southeast Retail Advisors, Inc who represents the Seller. Each party will indemnify the other from claims of other brokers claiming through the indemnifying party.

CFA Exclusive: INTENTIONALLY DELETED

Existing Exclusives

and/or Restrictions: Seller acknowledges that it is critically important that CFA be advised of all existing or pending "exclusives," "no build" or "no change" areas or other similar restrictions on CFA's right to develop and operate the Property as a Chick-fil-A restaurant with a broad variety of menu items (which include sandwiches, signature coffees, soup, blended beverages, ice cream, baked goods, bagels, breakfast burritos and wraps). Accordingly, Seller agrees to carefully review its title files and leases with tenants of the Adjoining Property (existing and under negotiation) and to make appropriate inquiries of its leasing representatives to provide CFA, within 10 days after full execution of this letter, with accurate and complete copies of all (i) reciprocal easement agreements, declarations, so-called CC&Rs and other similar documents affecting title to the Land and the Adjoining Property, and (ii) use restrictions or exclusives (existing or pending) affecting or intended to affect the Property or the easements rights and restrictions over the Adjoining Property. The Agreement will include a representation from Seller that no consents or other approvals are required to be obtained from any third party (including any occupants of the Adjoining Property) for CFA's proposed use, the construction of a building on the Land, and the restrictions and easements to be imposed on the Adjoining Property.

Common Area
Maintenance:

CFA will self-maintain the Property, including parking and landscape areas.

Right of Entry:

To allow CFA to proceed with its due diligence of the Property, by its execution of this letter, Seller hereby agrees to allow CFA to access the Property and Adjoining Property to conduct at CFA's expense reasonable tests and investigations, including surveys, soils tests and environmental tests and investigations. CFA agrees to restore any portion of the Property disturbed in connection with any such tests and investigations conducted by CFA. Except for negligence or willful acts by Seller or its agents, contractors or employees, CFA agrees to indemnify and hold Seller harmless from and against all loss, cost, damage or expense arising out of or due to entry on the Property by CFA, its employees, agents or contractors. Seller may terminate this right upon 24 hours prior, written notice if negotiations between CFA and Seller discontinue. Seller agrees to terminate this agreement only in good faith and only if such negotiations cease. Notwithstanding the non-binding nature of this letter, the terms of the right of entry granted in this paragraph is binding upon CFA and Seller.

Exclusivity:

Seller will not negotiate with any third party respecting the sale or lease of the Property while the parties are negotiating the Agreement. Notwithstanding the non-binding nature of this letter, the terms of the exclusivity in this paragraph is binding upon CFA and Seller.

Miscellaneous:

This letter does not constitute an offer by either party and is intended only to determine whether there is a basis acceptable to CFA and Seller for proceeding toward a legally binding and definitive Agreement for the purchase and sale of the Property. Except for the paragraphs under the headings "Right of Entry" and "Exclusivity" above, this letter is not a binding commitment or agreement by either CFA or Seller, and there will be no binding agreement between the parties until the Agreement, which must be in form and content satisfactory to each party and its counsel, has been fully executed and delivered by each of CFA and Seller. This letter does not obligate either party to proceed to the completion of an agreement.

If the terms of this letter are acceptable, please sign below and return an executed counterpart to CFA prior to April 30, 2023. In addition, please complete the information questionnaire attached hereto as Exhibit "C" to facilitate CFA's preparation of a draft Agreement for your review and comment.

Sincerely, 

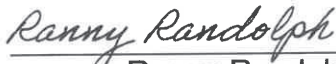
(Name of RED)

(Title)

Chick-fil-A, Inc.

"SELLER"

ACCEPTED, this ____ day
of _____


By: Ranny Randolph
Title: Director of Real Estate

Questions for LL, please initial each line:

☒ Fill out Exhibit C

☒ Sent CFA any prior Due Diligence documents, e.g., survey, phase I, geotech, title, roof warranty

☒ Does CFA need to be confidential? Y / N

____ Does owner own any adjacent land to the Property? Y ☒ N

EXHIBIT "A"
DESCRIPTION OF PROPERTY

EXHIBIT "B"
DESCRIPTION OF ADJOINING PROPERTY

EXHIBIT "C"
INFORMATION QUESTIONNAIRE

Seller / Landlord Information Sheet

Does Seller/Landlord own any adjoining property? ☐ Yes ☒ No

If Yes, please describe and attach site plan or aerial depiction of property to Exhibit "B".

Seller/Landlord:

Entity Name: Driven Brands INC Contact Person: Ranny Randolph
Name the Property is Vested In: _____
Address: 440 S Church ST #700, Charlotte NC 28202
Bus. Phone: _____ Cell: (757) 404-7414 Fax: _____
E-Mail: ranny.randolph@drivenbrands.com

Seller/Landlord Attorney:

Entity Name: _____ Contact Person: Tony Winchester
Address: _____
Bus. Phone: _____ Cell: _____ Fax: _____
E-Mail: anthony.winchester@drivenbrands.com

Seller/Landlord Broker:

Entity Name: _____ Contact Person: _____
Address: _____
Bus. Phone: _____ Cell: _____ Fax: _____
E-Mail: _____

Other:

Entity Name: _____ Contact Person: _____
Address: _____
Bus. Phone: _____ Cell: _____ Fax: _____
E-Mail: _____

Other :

Entity Name: _____ Contact Person: _____
Address: _____
Bus. Phone: _____ Cell: _____ Fax: _____
E-Mail: _____

**EXHIBIT “D”
WORK LETTER**

N/A