

## REQUEST FOR PROPOSALS (RFP) 2025-3672

Martin County Board of County Commissioners  
Attn: Purchasing Division  
2401 SE Monterey Road  
Stuart, FL 34996  
[pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us)  
[www.martin.fl.us](http://www.martin.fl.us)

The Board of County Commissioners, Martin County, Florida, will receive sealed proposals for:

### OLD PALM CITY COUNTY PROPERTY (RE-BID)

Pursuant to Florida Statutes § 163.380, notice is hereby given that Martin County is inviting proposals from qualified private redevelopers, persons or entities interested in owning and redeveloping a lot, located in the Old Palm City Community Redevelopment Area at the northwest corner of SW Martin Highway and SW Palm City School Road, with a site address of 3500 SW Palm City School Avenue, Tract 58, Palm City Farms PB 6/42, Old Palm City Redevelopment Zoning District.

A non-mandatory pre-proposal meeting is scheduled for April 21, 2025 at 1:00 PM at the Martin County Administrative Center, Workshop Room, 2401 SE Monterey Rd., Stuart, FL 34996. Interested proposers may also choose to attend virtually via Zoom.

Sealed proposals will be received by the Information Desk on the 1<sup>st</sup> Floor at the address above or via DemandStar until **2:30 PM** local time, on **Wednesday, May 7, 2025**.

The complete solicitation package may be downloaded from [www.demandstar.com](http://www.demandstar.com) (online bidding site) or be requested from the Martin County Purchasing Division in writing at [pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us).

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

Publish:	The Stuart News	April 4, 2025
	DemandStar	April 4, 2025

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## **DISCLOSURE AND DISCLAIMER**

This RFP is being issued by the Martin County Board of County Commissioners (hereinafter known as the "County"), through the Real Property Division of Public Works. As more fully set forth in this RFP, any action taken by the County in response to proposals made pursuant to this RFP, or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the County.

In its sole discretion, the County may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals that deviate from this RFP provided it complies with the requirements of Florida Statutes 163.380. In its sole discretion, the County may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners, and employees, as requested by the County.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the County, nor its representatives, provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP or on any communications with County representatives shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations, due diligence, and analyses in connection with this matter. This RFP is being provided by the County without any warranty or representations, express or implied, as to its content, accuracy or completeness, and no Proposer or other party shall have recourse to the County if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the County that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The County shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. The County does not warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal. This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Pursuant to Florida Statutes, the County may accept such proposal as it deems to be in the best interest of the public and in furtherance of the purpose of Florida Statutes Chapter 163, Part III. The County reserves the right to waive any irregularities and technicalities and may, at



its discretion, request resubmittal of proposals. All expenses in preparing the proposal and any re- submittals shall be borne by the Proposer.

The County and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the County, and the applicable agreements pertaining thereto are approved, executed and delivered by the Proposer to the County, and then only pursuant to the terms of the agreements executed by the Proposer and the County. All or any responses to this RFP may be accepted or rejected by the County for any reason, or for no reason, without any resultant liability to the County.

The County is governed by the Sunshine Law and the Public Records Law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted sealed and shall remain confidential to the extent permitted by the Public Record Law until the date and time selected for opening responses.

## **1. PROJECT DESCRIPTION**

The County is seeking proposals from qualified parties with the desire and capacity to develop this parcel, owned by the County, with those certain restrictions placed upon the Property by the County. All Proposers must demonstrate their ability to successfully design, entitle, build, and finance the proposed project.

## **2. PROPERTY DEVELOPMENT OBJECTIVES**

The County acquired the property for redevelopment purposes. This invitation for proposals is in accordance with the Community Redevelopment Plan and is making the Property, which consists of one (1) lot, approximately 5.76 acres in size, within the Old Palm City Community Redevelopment Area, available to a qualified Proposer that will redevelop the Property consistent with the requirements of this RFP, the Martin County Comprehensive Growth Management Plan and the Martin County Land Development Regulations.

Potable water hookup is available through Martin County Utilities to the Property. The Proposer would be responsible for the permitting and construction of necessary hookup from the main to the Property and required to pay appropriate water Capital Facility Charges, if applicable, at the time of development.

For sanitary sewer, the Proposer must use the Martin County Utilities force main adjacent to the Property. The Proposer would be responsible for the permitting and construction of a sewer system that the Martin County Utilities and Solid Waste Department deems appropriate to serve the Property. New septic systems are not permitted. The Proposer would also be required to pay any appropriate wastewater Capital Facility Charges at the time of development. Estimated costs for the above can be obtained from the Martin County Utilities and Solid Waste Department.

Proposals must be consistent with Martin County's Land Development Regulations, the Old Palm City Community Redevelopment Plan, and the Martin County Comprehensive Growth Management Plan. The design and construction of units shall comply with the current Florida Building Code requirements. The Future Land Use Designation for this site is CRA Center. The Zoning is Old Palm City Redevelopment Zoning District, and the Subdistrict is Corridor. The requirements of Article 12, Divisions 1 and 4, Land Development Regulations, Martin County Code are attached as **Exhibit A**.

This RFP is being issued in compliance with Section 163.380, Florida Statutes, for the disposal of property in the Old Palm City Community Redevelopment Area. All requirements of Section 163.380 apply to this RFP and all Proposals must adhere to such requirements.

In order to achieve the development objectives and vision, the following are required:

- Architectural style must comply with the code.
- All first-floor units shall feature a functional front porch or stoop.
- All development, whether commercial or mixed use, shall place required parking in the rear.
- The proposed construction design can consist of one-story or two-story commercial or a mixed-use development, with a maximum height of 30 feet. The Proposer(s) are responsible for every item necessary for completion of the development, including coordination, connection, or installation of all utilities.
- An appropriate easement shall be granted to the County on Palm City School Avenue to accommodate an eight (8) foot sidewalk with shade trees.
- A landscape buffer, consistent with Martin County's Land Development Regulations and the Martin County Comprehensive Growth Management Plan, shall be preferred along the property line adjacent to Martin Highway. The buffer should include shade trees. If possible, the landscape buffer setbacks should align with those of nearby developments along the corridor (e.g., Awareness Plaza, Hurricanes and Townies). If the chosen building type does not permit this, alternative compliance may be pursued.
- The property will be required to provide an interconnect between SW Newberry Court and SW Palm City School Avenue so that east bound exiting traffic will have access to the exiting signal at the intersection with SW Martin Highway and SW Palm City School Ave. Direct Access onto SW Martin Highway will not be permitted.
- The proposed owner/developer shall convey to the County, at no cost, all of that portion of the property west of SW Newberry Court to the County for drainage purpose and stormwater access.

The County will consider all redevelopment proposals submitted to the County, Upon selection of an acceptable proposal, notification of the intention to accept the proposal, acceptance of the proposal and a negotiated contract with the successful Proposer, as well as the Proposer's compliance with conditions precedent to closing, the County will close on the Property as described in the RFP, or as agreed to pursuant to the contract negotiated between the Proposer and the County.

### **3. PROPERTY DATA**

Parcel ID# 18-38-41-000-058-00000-4, Legal Description: Tract 58 in 18-38-41, Palm City Farms, PB 6/42, with a physical address of: 3500 SW Palm City School Ave., Palm City, FL 34990.

The area of the Property is approximately 5.76 acres. The project site is undeveloped, with the exception of a house/office and a "Roadway Easement" along SW Newberry Court, that serves the adjacent private community. **(Exhibit B)**.

All due diligence is the responsibility of the Proposer, and all Proposers are urged to thoroughly investigate the physical condition of the Property and the development potential

prior to closing. Proposers are strongly encouraged to physically visit the Property, and not to rely exclusively upon the descriptions included in this RFP. The Property will be transferred "AS IS", "WHERE IS", with all defects and vices, whether latent or apparent, known, or unknown. The County makes no representation or warranty with respect to the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the Property or any future development thereon. Proposers are encouraged to perform their own independent inspections, inquiries and due diligence concerning the Property. The selected Proposer agrees to accept the Property, which is not a lot of record, with its current zoning, easements, restrictions (such as, but not limited to, two (2) story height maximum, sidewalk easements, parking placement behind the building(s), and donation/transfer of property west of SW Newberry Ct. to Martin County, pursuant to Land Development Regulations, Article 4, Division 21, Section 4.911.C) and any and all rights-of-way appertaining thereto.

#### **4. PROPERTY TRANSFER**


Once a Proposer is selected, notification of the intention to accept the proposal will be filed with the Board of County Commissioners 30 days prior to any acceptance. Thereafter, the parties will enter into a purchase and sale contract for the Property (**Exhibit C**). The selected Proposer will be permitted to access the Property to conduct its due diligence investigations following execution of the negotiated contract. Closing is expected to occur within ninety (90) days after execution of the negotiated contract. The Deed and/or Sales Contract transferring the Property may include provisions to ensure that the Property is maintained and developed as required in this RFP, meeting provisions of Article 12, Divisions 1 and 4, Land Development Regulations, Martin County Code. The deed may also provide for the County's reversion rights in the event that the Property is not developed as required and shall ensure that the Property complies with the Old Palm City Community Redevelopment Plan, the Land Development Regulations and other regulating requirements as may be determined.

The Property shall be conveyed to the selected Proposer by the County. The selected Proposer will be responsible for all customary transfer costs associated with property transfers including, without limitation, all recordation costs, documentary stamp taxes, financing expenses, survey, notarial fees, title insurance and/or examination and all fees and costs of services related to any financing. Property taxes and assessments will be prorated from the date of closing. A deed of conveyance to the County donating all property west of SW Newberry Ct. If any of the foregoing time periods are not met, the County may elect to cancel the award and accept another proposal or proceed in any other manner determined by the County. No brokerage fee will be paid by the County.

#### **NON-MANDATORY PRE-PROPOSAL MEETING**

A non-mandatory pre-proposal meeting is scheduled for **April 21, 2025 at 1:00 PM** at the Martin County Administrative Center, 4<sup>th</sup> Floor Workshop Room, 2401 SE Monterey Rd., Stuart, FL 34996.

Interested proposers may also choose to attend virtually via Zoom.

 To obtain the Zoom meeting link, please contact the Purchasing Division at [pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us). The link will be provided upon request.

## PROPOSAL CONTENT & FORMAT

The following describes the information that the County will require in proposals submitted in response to the RFP. **Failure to provide any of the information may be cause for rejection of the proposal at the sole and absolute discretion of the County.**

Only complete, responsive, and responsible applications (proposals) will be reviewed.

All proposals shall be typewritten. Proposals shall be prepared on 8.5" x 11" single-sided paper, using a 12-point font. Tabs or section separators are allowed and will not count towards the page limit.

Do not return any other pages or documents unless specifically requested in the RFP.

It is the Proposer's responsibility to ensure that proposals are received by the RFP deadline. The responsibility for submitting a proposal to the County is solely that of the Proposer. The County will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late proposals received after the time and date stated in the RFP advertisement may be accepted if such acceptance is in the best interest of the County.

By submitting a proposal, the Proposer agrees to be governed by the terms and conditions set forth in this RFP, as well as applicable state and local laws. Any exceptions to the specifications must be clearly identified in the last section of the Proposer's response.

Proposal to be provided in the order below:

1. **Cover Letter / Statement of Interest** (1 page limit)

Include e-mail address of person to be notified of award, signed by an authorized corporate officer, principal, or partner. Include physical address of Proposer.

2. **Proposer's Organizational Structure, Qualifications, and Financial Strength** (2 page limit)

Submit information that permits an understanding of the Proposer's organizational structure, its members, qualifications, and financial strength, including confirmed or verifiable sources of funding both equity and debt. The County reserves the right to research the background of each principal with respect to both credit and police records.

3. **Proposer Legal Structure, Key Personnel, and Organizational Capacity** (4 page limit)

- a. Description of the legal organizational structure of the Proposer (and its parent entity if it is a subsidiary). If the Proposer intends to create a separate entity solely for the purpose of developing the proposed project, then each partner or stockholder or member should describe their respective legal organizational structure.

- b. Identification of the Proposer's principals, partners, officers, or co-venturers, including names, addresses, telephone, email addresses and federal business identification numbers. All partnerships are to be clearly defined.
- c. Organizational capacity to successfully implement the proposed redevelopment.

4. **Proposer and Key Personnel Experience** (8 page limit)

Submit information concerning the relevant experience of the Proposer and key project personnel, including a listing and description of past projects of a similar nature.

5. **Consistency with Redevelopment Objectives, Regulations, and Plans** (2 page limit)

In order to achieve Old Palm City's redevelopment objectives and vision, please demonstrate that the proposal is consistent with the requirements of this RFP, the Martin County's Land Development Regulations, the Old Palm City Community Redevelopment Plan, and the Martin County Comprehensive Growth Management Plan. The design and construction of the development shall comply with the current Florida Building Code requirements. The Future Land Use designation for this site is CRA Center. The Zoning is Old Palm City Redevelopment Zoning District, and the Subdistrict is Corridor. Article 12, Divisions 1 and 4, and Land Development Regulations, attached as **Exhibit A**.

6. **Conceptual Site Plan and Building Design** (10 page limit)

Submit a conceptual site plan including the building design proposed and the most efficient use of the Property meeting the restrictions listed above. The site plan should include, at a minimum, the location of proposed building(s) meeting the required setbacks and the public streets surrounding the site. The plans must indicate the height(s) of the proposed building(s). Driveways, parking, sidewalks, and walkways should be illustrated. Submit conceptual elevations and roof plan. Submit conceptual floor plans indicating the proposed square footages. This can include pictures, renderings, elevations, and other visual aids.

7. **Financial Capacity and Financing Plan** (6 page limit)

The Proposer must demonstrate the financial capacity of acquiring and undertaking the proposed development. Submit a financing plan which includes a proposal for securing construction and permanent financing for the project. The financial capacity to complete the redevelopment project should be demonstrated in the form of bank statements, certifications and/or Letters of Intent from financial institutions, partnerships, and grant funding, which indicate the level of commitment of the financing sources. Third-party evidence of an ability to secure financing such as a preliminary financing commitment letter or letter of interest from a lending institution or other primary source of investment financing must accompany the RFP response. A firm financing commitment from a lending institution or other source of investment financing will be required prior to the signing of the contract for the land, or as otherwise stipulated in negotiated agreements between the Proposer and the County.

8. **Professional References** (3 page limit)

Provide three (3) professional references that can verify the Proposer's experience and ability to complete redevelopment projects similar to the property at 3500 SW Palm City School Avenue. For each reference, include:

- a. Name and Title
- b. Organization
- c. Contact Information (address, phone, and email)
- d. Relevant Project Details: Project name, location, scope, size, completion date, and the Proposer's role.
- e. Relationship Summary: Briefly describe the connection to the reference and its relevance to the proposed redevelopment.

References must have direct knowledge of the Proposer's qualifications and prior work.

9. **Legal and Administrative Disclosures** (2 page limit)

Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the Proposer (or its principals or affiliates) to complete the tasks must be disclosed. Disclosure of any bankruptcies, foreclosures and other legal actions past or pending by any of the above or related entities during the past ten (10) years must be made with the RFP.

If there are none, please indicate "NONE" in this section.

10. **Proposal / Bid Amount (\$)** (1 page limit)

The Property will be conveyed as part of the project. The County has determined the value of the property that is in the public's best interest for uses in accordance with the Old Palm City Community Redevelopment Plan to be \$3,000,000. Proposals shall list a minimum bid for the property in the amount of \$3,000,000.

- Proposal bids less than \$3,000,000 will be disqualified.

11. **Forms & Documents**

Proposers must complete each form in full and include any applicable supporting documentation, signatures, or notarization. Completed forms must be submitted as part of the final proposal package.

- a. Affidavit Regarding the use of Coercion for Labor & Services
- b. Bidder Acknowledgement Form
- c. Bidder's Qualification Statement
- d. Conflict Affidavit
- e. Drug Free Workplace Certification



- f. Equal Opportunity Statement
- g. E-Verify
- h. Non-Collusion Certification
- i. Public Entity Crimes Statement
- j. Vendor Certification Regarding Discriminatory Vendor List
- k. Vendor Certification Regarding Scrutinized Companies Lists
- l. W-9 (**2024** Form Version)
- m. Signed Addenda (if any)

### **SUBMISSION OF PROPOSALS:**

Proposals may be submitted via e-bid (DemandStar), hand delivery, or mail.

E-Bidding (via DemandStar) [www.demandstar.com](http://www.demandstar.com)

Upload one (1) electronic copy (**single file**) in **PDF format** to DemandStar. E-bidding through the online bidding site shall be accepted in lieu of a sealed electronic proposal as outlined below. However, the Proposer shall be responsible for ensuring that the required proposal documents are properly uploaded and accepted by the online bidding site. The County shall not be responsible for nor accept proposals not properly uploaded by the proposal due date and time.

Hand Delivery or Mail:

The Proposer should submit **one (1) electronic version (PDF)** of the entire proposal on a USB Flash Drive (Thumb Drive), sealed and marked on the outside of the package with *"RFP2025-3672: Old Palm City County Property (Re-bid) - Developer Application"*.

Proposals shall be delivered to the address detailed on the cover page of this solicitation. If forwarded by regular mail or express mail, the sealed envelope containing the proposal and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the proposal and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Proposals may be hand-delivered. Proposals by fax or e-mail will **NOT** be accepted. The County cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Martin County Administrative Center (Attn: Purchasing Division), 1st Floor, Information Desk, 2401 S. E. Monterey Road, Stuart, Florida. Confirmation of timely receipt of the proposal may be made by e-mailing [pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us) before proposal opening time. Proposals received after the established deadline shall **not** be considered.

## SELECTION CRITERIA

The County will establish a Selection Committee to review and rank all qualified proposals in accordance with the selection criteria listed below and the redevelopment objectives of the County. The County will consider all proposals submitted and the financial and legal ability of the persons or entities making the proposals to carry them out. All proposals submitted in response to this RFP will be reviewed for their relative strengths and weaknesses. Selections will be based on the completeness and quality of responses to this solicitation, as well as the compatibility of the development with the community. Proposers must provide accurate contact information and attest to the veracity of the information supplied. At its discretion, County staff may contact references and industry sources, investigate previous projects and current commitments, interview some or all the proposed development team members, and take any other information into account in its evaluation of the responses. The County reserves the right to request clarification or additional information and to request that Proposers make presentations to the Board of County Commissioners, community groups or others. All evaluations shall be made according to the criteria set forth herein and will be made according to the County's business judgment.

The County is seeking Proposers who provide a favorable vision to utilize the Property to fulfill the goals of the CRA and County. The factors that the County will use in evaluating proposals to determine which proposal is in the public's best interest and in furtherance of the community redevelopment plan include (not listed in priority order):

SELECTION CRITERIA	POINT VALUE
The extent to which the proposal complies with the criteria set forth under Section 2 – Property Development Objectives	0 – 22
An overview of the qualifications (previous experience and capabilities) of the Proposers and their experience and success in developing similar projects.	0 – 20
The quality of site planning, the building design proposed and the most efficient use of the Property, with the donation of all of that portion west of SW Newberry Court to the County.	0 – 20
The financial capacity to complete the redevelopment project should be demonstrated in the form of bank statements, certifications and/or Letters of Intent from financial institutions, partnerships, and grant funding, which indicate the level of commitment of the financing sources.	0 – 20
Consistency of the proposal with the County's LDRs, Comprehensive Growth Management Plan, Old Palm City Community Redevelopment Plan and applicable plans and studies.	0 – 15
Proposal / Bid Amount (\$) <ul style="list-style-type: none"><li>• 1 Point: Bids at the <u>minimum</u> bid amount of \$3,000,000 - \$3,499,000.</li><li>• 2 Points: Bids between \$3,500,000 - \$3,900,000.</li><li>• 3 Points: Bids above \$3,900,000.01.</li></ul>	0 – 3
<b>TOTAL POINTS</b>	<b>0 – 100</b>

The top ranked Proposers may be invited to make presentations at a scheduled advertised Board of County Commissioners meeting, at which time the Board of County Commissioners may select a development proposal.

## SCHEDULE OF EVENTS

The County currently plans to use the following tentative schedule during this RFP process. The County reserves its right to change and/or delay the scheduled dates and times shown below:

EVENT	DATE/TIME
<b>Release of Request for Proposals (RFP)</b>	April 4, 2025
Deadline for Questions/Inquiries (emailed to: <a href="mailto:pur_div@martin.fl.us">pur_div@martin.fl.us</a> )	No later than 5:00 PM on Monday the week prior to the qualification due date.
<b>Pre-Proposal Meeting (Non-Mandatory)</b> In person or via Zoom	<b>April 21, 2025 @ 1:00 PM</b>
<b>Proposal Due Date and Time (Deadline)</b>	<b>May 7, 2025 at 2:30 PM</b>
Selection Committee Meeting (Scoring/Recommendation of Award)	May 15, 2025
Anticipated Ranking Approval (Contract Award)	TBD

## INSTRUCTIONS TO PROPOSERS

Proposers are encouraged to read the following instructions carefully. Deviations, changes, modifications or failures to complete the proposal can, and in some instances shall, invalidate the proposal.

### 1. **INQUIRIES/ADDENDA**

Verbal interpretations of the meaning of the Drawings, Specifications, or other Contract Documents will not be valid. **Every request for interpretation shall be in writing and e-mailed to Purchasing at [pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us) no later than 5:00 PM on Monday the week prior to the bid due date.** The County will respond to all such requests for interpretation and any supplemental instructions in the form of written addenda and shall publish such addenda on the online bidding site (DemandStar) no later than five (5) calendar days prior to the bid opening date fixed for the opening of bids. Proposers must acknowledge receipt of the addenda in their bid. Failure of any Proposer to receive, or to acknowledge receipt of any such addenda shall not relieve such Proposer from any obligation under its proposal as submitted, provided, however, that failure to so acknowledge receipt of any such addenda may render a proposal non-responsive and result in its rejection. Proposers are advised to contact the County prior to submitting proposals to satisfy themselves as to the existence and number of all such addenda. All addenda so issued shall become part of the Contract Documents.

### 2. **PROHIBITED COMMUNICATIONS (“CONE OF SILENCE”)**

The Cone of Silence prohibits any communication regarding a RFB, RFP, RFQ or other competitive solicitation between any Proposer (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, AND any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their subconsultants, or to provide a recommendation to award a particular contract, other than Purchasing Division staff ([pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us)). The Cone of Silence shall be in effect from the time of advertisement until contract award. **Such communication shall result in disqualification.**

### 3. **NO LOBBYING/CONTACT PERMITTED**

As to any matter relating to this RFP, any Proposer, team member, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the County Commissioners, County Administrator, any other person working on behalf of the County or any county staff, other than Purchasing personnel and/or the Zoning Department regarding this Request for Proposals (RFP) from the time of RFP advertisement through and including Proposal award except during scheduled pre-submittal meetings on any matter related to, or involved with, this RFP. For purposes of clarification, a team’s representatives shall include, but not be limited to, the Proposer’s employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer’s team. All oral or written inquiries are to be directed to the Purchasing Division ([pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us)). Any violation of this condition shall result in rejection and disqualification of the Proposer. This “No-Lobbying Provision” is in effect from the date of publication of the RFP and shall terminate at the time the County selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

#### **4. COUNTY'S RESERVED RIGHTS AND DISCRETION**

The County reserves the right to add any and all requirements that are needed to effectuate the goals of this project or comply with any legal requirements. The County reserves the right to amend the instructions, requirements, general and special conditions, or scope of work. Copies of such amendments shall be posted to DemandStar.

Any and all decisions by the County to modify the schedule described herein, requests for additional information, reject insufficient or unclear proposals, formulate an objective point system for review, rate and rank proposals, negotiate agreements, abandon negotiations, approve agreements, etc., shall be at the County's sole and absolute discretion.

#### **5. OWNERSHIP OF SUBMISSION**

All materials submitted in response to this request shall become the Property of the County and shall not be returned. Selection or rejection of a submission does not affect this right.

#### **6. COST OF PREPARING SUBMISSION**

The County shall not be liable for any costs incurred by Proposers. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in connection with this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the County. The County is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the Proposer at any time, including, but not limited to, the cost of: (i) any prior actions by the Proposer in order to respond to any selection process, or (ii) any future actions by the Proposer in connection with the negotiations, including, but not limited to, actions to comply with requirements of the County, or any applicable laws.

#### **7. IRREVOCABILITY OF SUBMITTED PROPOSALS**

Proposals submitted to the County in response to this RFP shall be considered irrevocable until after a Proposer is selected to enter into contract with the County.

#### **8. ACCEPTANCE OR REJECTION OF PROPOSALS**

The County reserves the right to reject any and all proposals when (i) such rejection is in the interest of the County; (ii) such proposal is void per se; or (iii) the proposal contains any irregularities, provided, however, that the County reserves the right to waive any minor irregularities and to accept the lowest responsible and responsive proposal determined by the County. Proposals may be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate proposals, or other irregularities of any kind. The County reserves the right to request a written confirmation of the proposal and the responsibility of the Proposer prior to the awarding of the Contract. Failure of the Proposer to confirm the proposal within seven (7) working days from the date of the County's request may render the proposal non-responsive and will entitle the County to award to the next lowest Proposer and may require forfeiture of the bid bond (if applicable).

The County also reserves the right to re-open this solicitation for subsequent phases or to redevelop the project by other means at County's sole discretion.

**9. REFERENCES**

References may be contacted by the County to validate information provided by the Proposer and to determine the client's overall satisfaction with the services provided. Proposer is responsible for notifying their references that the County may contact them. If references cannot be reached, the proposal may be deemed non-responsive and rejected. If references obtained by the County are not favorable, the County may reject the proposal.

**10. EXAMINATION BY PROPOSERS**

The Proposer is required to carefully examine the site(s) of the work, specifications, drawings, schedules, special instructions and these general requirements prior to submitting a proposal and it will be assumed that the Proposer has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the plans and other contract documents. The Proposer must inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions; failure to do so will not relieve a successful Proposer of his obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in their proposal.

**11. CONFLICTS, ERRORS, AMBIGUITIES OR DISCREPANCIES**

Proposers shall promptly notify the Purchasing Division ([pur\\_div@martin.fl.us](mailto:pur_div@martin.fl.us)) of all conflicts, errors, ambiguities or discrepancies discovered in the solicitation documents. The County will not be responsible for incorrect assessments by the Proposer.

**12. ERRORS AND OMISSIONS IN PROPOSAL**

The County shall not be liable for any errors or omissions in proposals. The County, at its option, has the right to request clarification or additional information from the Proposers. The application and proposal of the selected Proposer may become part of any contract initiated by the County.

**13. CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes and County Ordinance. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee or elected official of Martin County. Further, all Proposers must disclose the name of any County employee or elected official who owns, directly or indirectly, interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

In compliance with Section 112.313(12), Florida Statutes, any affected public officer or employee of Martin County must file a statement with the Supervisor of Elections of Martin County prior to submitting a proposal. This statement should disclose their interest, or that of their spouse or child, and the nature of the intended business, as specified in Florida Commission on Ethics Form 3A. Additionally, advisory board members must ensure that any business relationships comply with Sections 112.313(3) and 112.313(7), Florida Statutes. Any conflicts of interest for advisory board members should be disclosed in accordance with Florida Commission on Ethics Form 4A.

**14. BUSINESS REGISTRATION**

Proposers seeking to do business with Martin County (that fall under the categories listed



below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (<https://dos.myflorida.com/sunbiz/>):

- Corporations [foreign or domestic]
- Limited Liability Companies (LLC)
- Non-profits
- Partnerships

Doing Business As [DBA] - If the Proposer's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Proposer, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

#### **15. LICENSING REQUIREMENTS**

Proposers shall, at the time of submitting a proposal in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Proposers' profession or business. Proposer shall provide proof of certification and/or registration in the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

#### **16. PROPOSERS DISCLOSURE**

In each proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the proposal; and in case of a corporation the names and addresses of its officers. Proposals shall be signed by the person or member of the firm making the same, and in the case of a corporation, by some authorized officer or agent subscribing the name of the corporation and his own name.

#### **17. JOINT VENTURE**

If the proposal involves a joint venture, a copy of the joint venture agreement shall be included with the proposal along with the attached "Statement of Business Organization".

#### **18. WITHDRAWAL OF PROPOSALS**

Prior to the bid opening, a proposal may be withdrawn provided that the Proposer submits a written request that is signed by an authorized representative of the firm that submitted the proposal. However, modifications will not be accepted or acknowledged.

#### **19. PUBLIC BID OPENING**

Sealed proposals will be received at the Martin County Administrative Center, Attn: Purchasing Division, 2401 SE Monterey Road, Stuart, Florida 34996, at the time set forth in the solicitation. Proposals received after the designated time and date will not be considered. Proposals will be publicly opened and read in the Commission Chambers (unless otherwise stated herein).

**20. SELECTION COMMITTEE MEETINGS**

Selection Committee meetings are posted on the County's website at <https://www.martin.fl.us/events> in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public except meetings at which a vendor makes an oral presentation or at which a vendor answers questions as part of this competitive solicitation in accordance with Section 286.0113, Fla. Stat.

**21. SHORTLIST NOTIFICATION (IF APPLICABLE)**

Notification of shortlist shall be within seventy-two (72) hours of a selection committee meeting via e-mail to all firms. Firms that do not provide an e-mail address as requested above shall not be notified. Final selection of #1 ranked firm(s) shall be posted on the online bidding site, DemandStar (<https://network.demandstar.com/>).

**22. NOTICE OF INTENDED AWARD**

A bid tabulation (List of Proposers) will be posted as soon after the bid opening as possible on the County's website at [www.martin.fl.us](http://www.martin.fl.us). Notice of Award will be posted on the online bidding site (DemandStar).

**23. BID PROTEST PROCEDURE**

Protests shall be in accordance with the procedure outlined in Section 19 of the Martin County Purchasing Manual which is available on the County's website: <https://www.martin.fl.us/resources/purchasing-manual>

**24. COMPETITIVE NEGOTIATION**

The County reserves the right to negotiate such terms and conditions with the successful Proposer as it deems in the public interest at its sole and absolute discretion. The Chief Procurement Officer shall approve initiating negotiations with the top ranked Proposer and any subsequent formal termination of negotiations and initiation of negotiations with the next Proposer. The Purchasing Division, along with Departmental staff and the County Attorney's office, shall attempt to negotiate a contract with the top ranked Proposer. If the County is unable to negotiate a satisfactory contract with the top ranked Proposer, negotiations with that Proposer shall be terminated and the negotiations with the next highest ranked Proposer will proceed. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third high ranked Proposer. If the County's negotiator is not successful in negotiating a satisfactory contract with any of the selected Proposers, the County's negotiator may select additional Proposers in the order of their qualifications and continue negotiations until an agreement is reached or may recommend that the County reject all proposals and may thereafter re-advertise for new proposals.

**25. AWARD**

Award shall be made to the responsible offeror(s) whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request For Proposal. No other factors or criteria shall be used in the evaluation. Written notice of the award of a contract to the successful offeror shall be promptly given to all offerors.

In the event only one responsive proposal is received, the County reserves the right to award to the sole Proposer, negotiate with the sole Proposer, re-advertise the request for proposal, with or without making changes to the evaluation factors, or elect not to proceed.

**26. COUNTY'S RIGHT TO WITHDRAW**

The County specifically reserves the right to refrain from awarding a contract for the sale of any or all of the Property to any persons and to withdraw from the process and negotiations at any time at its sole and absolute discretion. The County reserves the right to enter into a contract with any of the Proposers on the basis of the impact on redevelopment by the proposed project at the County's sole and absolute discretion and not necessarily to the Proposer offering the highest purchase price. The County expressly reserves the right to obtain economic feasibility studies or third-party evaluation with regard to any part of the subject proposals.

**27. PUBLIC RECORD**

Proposals become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County's discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.

**28. RESPONSIBLE PROPOSER (VENDOR)**

Florida Statute 287.012(25) states that a "Responsible vendor" means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. The County shall review factors, including but not limited to, past project performance, references and length of time in business and shall make the determination of responsibility in its sole discretion. A Contractor Performance Evaluation will be completed at the end of each project. An overall rating of "poor" will result in the Contractor being deemed "non-responsible" for future bids and will result in rejection of bid.

**29. RESPONSIVE PROPOSER (VENDOR)**

A vendor that has submitted a bid, offer, proposal, quotation or response that conforms in all material respects to the solicitation.

**30. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701**

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the County may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

**31. EQUAL OPPORTUNITY**

The County recognizes fair and open competition as a basic tenet of public procurement.

Contractors doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

**32. COMPLIANCE WITH ALL APPLICABLE LAWS**

Any work completed pursuant to this Application shall be governed and construed in accordance with the laws and jurisprudence of the State of Florida. At the time of Proposer's submission of its proposal, Proposer shall be in compliance with all applicable laws of the State of Florida, the United States, and local ordinances, including licensure requirements.

Any contractual arrangement between County and the successful Proposer shall be consistent with, and be governed by, the ordinances of Martin County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.

**33. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**34. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Contractor agrees that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract. The Contractor shall be responsible for including this provision in all contracts with subcontractors related to this Contract.

**35. NON-COLLUSION**

Martin County reserves the right to disqualify Proposals upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the Proposal process in a manner that conflicts with applicable law, upon the part of the Proposer(s), Proposer's employees or agents, the County's Professional Consultant(s), or Consultant's agents, or any County employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Proposer has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Proposer is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Proposers, the County's Professional Consultant(s) or County employees. Any Contractor involved in the development of bid specifications or has direct knowledge of the bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

**36. PUBLIC ENTITY CRIMES**

Any Proposer, or any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the County shall not be a convicted vendor or, if the Proposer or any of his suppliers, subcontractors, or consultants of the Proposer has been

convicted of a public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. The Proposer further understands and accepts that any contract issues as a result of this solicitation shall be either voidable by the County or subject to immediate termination by the County, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 Florida Statutes. The County, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

**37. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

**38. SUSPENSION AND DEBARMENT**

Martin County will not make award to parties listed on the government-wide exclusions list in the System for Award Management (SAM). The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a proposal in response to this solicitation, Proposer asserts neither it nor its principals are presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.

**39. E-VERIFY**

Proposer must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

**40. ADDITIONAL INFORMATION**

All terms and conditions of the Martin County Purchasing Manual are incorporated into this solicitation by reference and are fully binding. Proposers are required to submit their responses to this solicitation, and to conduct their activities during this process in accordance with the Martin County Purchasing Manual. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Martin County Purchasing Manual. The County reserves the right to disqualify, remove from

consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Martin County Purchasing Manual. The Purchasing Manual is available on the County's website:

<https://www.martin.fl.us/resources/purchasing-manual>

Each Respondent, by submitting a proposal in response to this solicitation, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the Martin County Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.



# EXHIBIT A

## DIVISION 4. - OLD PALM CITY

### Sec. 12.4.01. - Purpose.

1. Old Palm City is an intimate, interconnected community that exhibits a traditional small town setting that forms the foundation for a pleasant, quality living environment. Schools, small shops and neighborhood serving businesses, parks and the St. Lucie River are within easy walking distance of residents within the community. This division is intended to:
  - a. Improve Old Palm City as a desirable place to live, and conduct business.
  - b. Strengthen Old Palm City's character and economic well-being through both public and private redevelopment initiatives.
  - c. Promote and accomplish the goals, objectives, and policies of the Martin County Comprehensive Growth Management Plan and achieve the vision for Old Palm City as set forth in its Community Redevelopment Plan.
2. *Old Palm City Redevelopment Zoning District.* This Article 12, Division 4 of the Martin County Land Development Regulations establishes the Old Palm City Redevelopment Zoning District and the permitted uses and development standards applicable therein.
3. *Organization.* How this Division is organized:

<u>Section 12.4.01</u>	Purpose
<u>Section 12.4.02</u>	Regulating Plan
<u>Section 12.4.03</u>	Permitted Uses
<u>Section 12.4.04</u>	Development Standards
<u>Section 12.4.05</u>	Building Type and Frontage Type Standards
<u>Section 12.4.06</u>	Street Standards
<u>Section 12.4.07</u>	Parking Standards
<u>Section 12.4.08</u>	Stormwater Standards
<u>Section 12.4.09</u>	Landscape Standards

<u>Section 12.4.10</u>	Wall and Fence Standards
<u>Section 12.4.11</u>	Sign Standards
<u>Section 12.4.12</u>	Architectural Standards



**Figure OPC-1 Illustration of conceptual new development and existing buildings on anticipated Mapp Road streetscape improvements**

(Ord. No. 1130, § 1(Exh. A), 5-5-2020; Ord. No. 1159, pt. 1(Exh. A), 5-11-2021)

Sec. 12.4.02. - Regulating plan.

Figures OPC-2 and OPC-3 are the Regulating Plans that apply to the Old Palm City Redevelopment Zoning District. Section 12.1.02 describes the purpose and content of Regulating Plans.

Figure OPC-2 Regulating Plan





Figure OPC-2 Regulating Plan

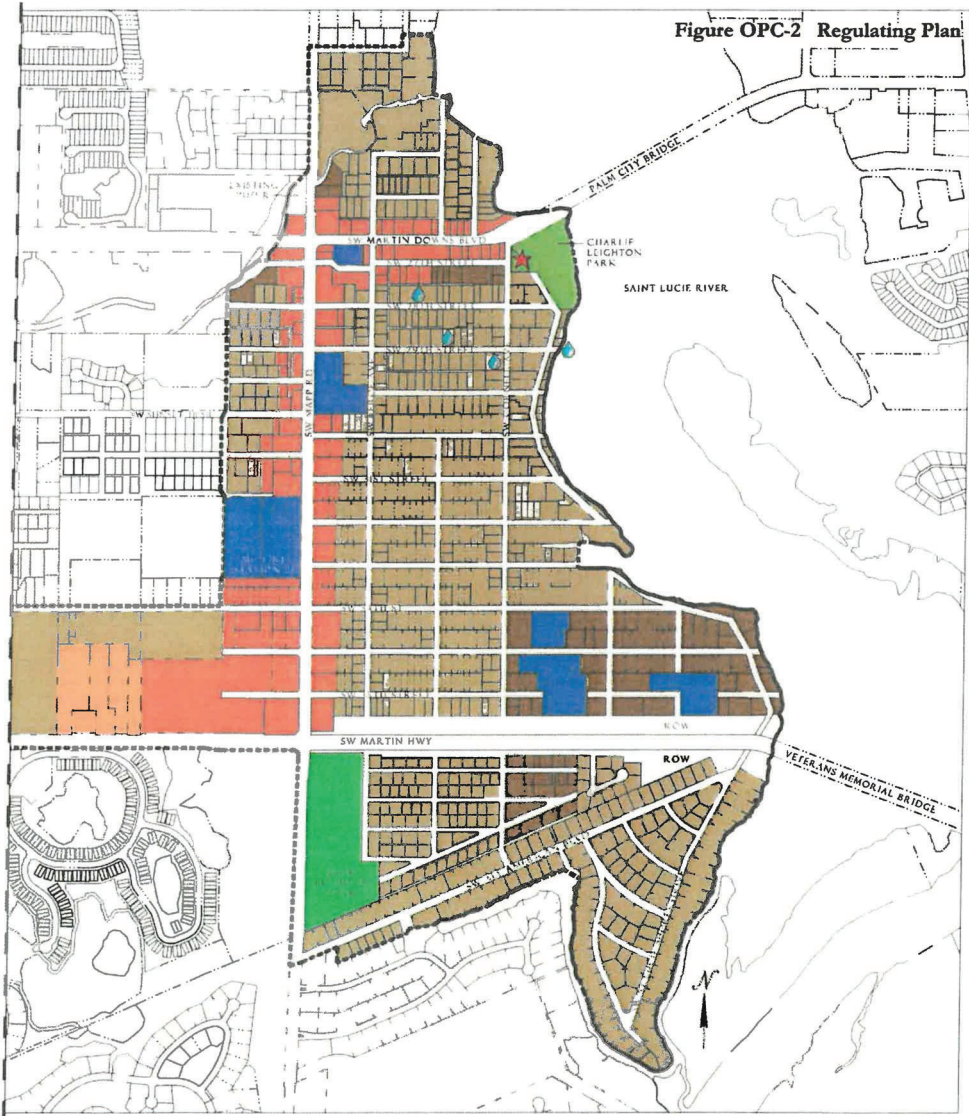
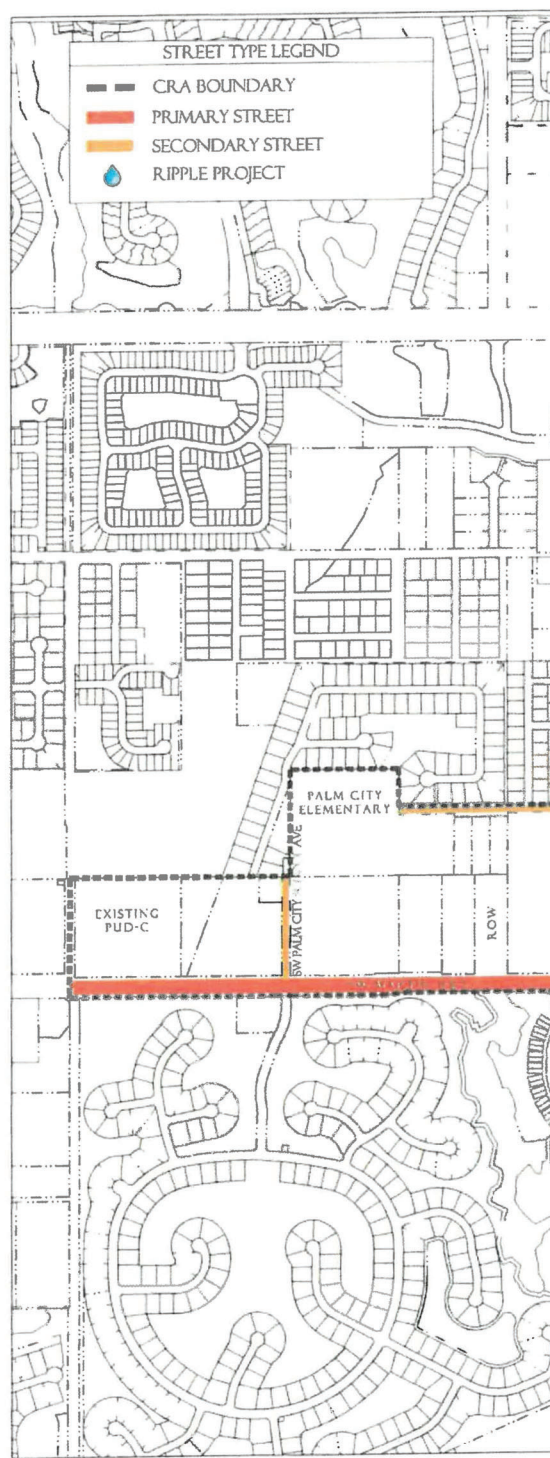
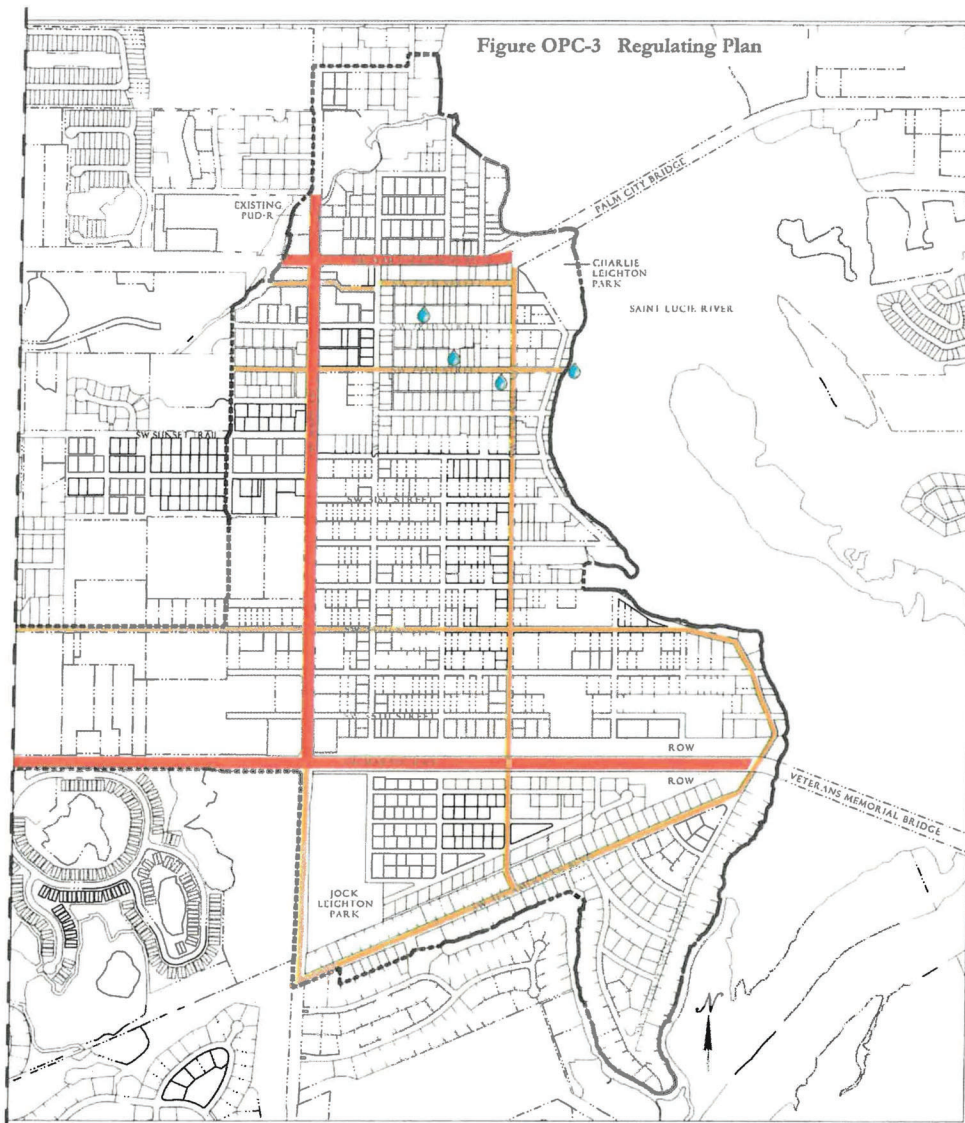


Figure OPC-3 Regulating Plan







(Ord. No. 1130, § 1(Exh. A), 5-5-2020)

#### Sec. 12.4.03. - Permitted uses.

Table OPC-4 identifies permitted uses in the Old Palm City Redevelopment Zoning District.

1. The use groups listed in the first column of Table OPC-4 are described in Section 12.1.03.
2. The remaining columns identify the Subdistricts shown on the Regulating Plan.
  - a. "P" in a row below a column means that any use in that use group is permitted within that Subdistrict, provided the use can be developed in accordance with all applicable requirements of the LDR.
  - b. If "P" is not shown in a row, the use group is not permitted in that Subdistrict.
3. For uses that are functionally similar but not clearly permitted in a Subdistrict see Section 12.1.03.3.

#### Table OPC-4 Use Groups Permitted in Old Palm City Subdistricts

	Core	Corridor	Industrial	Multifamily	Detached
Residential Use Groups, see <a href="#">12.1.03</a>					
Accessory dwelling units	P	P	P <sup>1</sup>	P	P
Mobile homes	-	-	-	-	-
Other dwelling types	P	P	P <sup>1</sup>	P	P <sup>3</sup>
Single-family dwellings	-	-	-	P	P <sup>2</sup>
Bed and breakfast inns	P	P	-	P	P
Agricultural Use Groups, see <a href="#">12.1.03</a>					
Urban farming	-	-	P	-	-
Commercial and Business Use Groups, see <a href="#">12.1.03</a>					
Business and professional offices	P	P	P	-	-
Construction services, limited	P	P	P	-	P <sup>4</sup>
Construction services, extensive	-	-	P	-	-
Convenience store with fuel	-	-	-	-	-
Drive-through facility	-	-	-	-	-
Drive-through restaurant	-	-	-	-	-
Hotels, motels, resorts spas	P	P	-	-	-
Marinas	-	-	-	-	-

Medical offices	P	P	P	-	-
Microbreweries & Craft Distilleries	P	-	P	-	-
Parking lots and garages	P	-	-	-	-
Restaurants	P	P	P	-	-
Retail and services, limited impact	P	P	P	-	-
Retail and services, general impact	P	P	P	-	-
Retail and services, extensive impact	-	-	P	-	-
Recreational vehicle parks	-	-	-	-	-
Vehicular service and maintenance	-	-	P	-	-
Wholesale trades and services	-	-	P	-	-
Working waterfront	-	-	-	-	-
Public and Institutional Use Groups, see <a href="#">12.1.03</a>					
Institutional uses, limited impact	P	P	P	P	P
Institutional uses, general impact	P	P	P	-	-
Industrial Use Groups, see <a href="#">12.1.03</a>					



Limited impact industries	-	-	P	-	-
Extensive impact industrial industries	-	-	-	-	-

Footnotes, see above

<sup>1</sup> Residential development in the Industrial Subdistrict shall be within a Mixed-Use Projects.

<sup>2</sup> No duplexes are permitted.

<sup>3</sup> No apartment hotels or multifamily dwellings are permitted.

<sup>4</sup> Construction services, limited shall be permitted use if established prior to the effective date of this ordinance.

(Ord. No. 1130, § 1(Exh. A), 5-5-2020; Ord. No. 1159, pt. 1(Exh. A), 5-11-2021)

#### Sec. 12.4.04. - Development standards.

1. All new development, substantial improvements of a building, and substantial renovations of a building exterior shall comply with the Development Standards in Table OPC-5.
2. *Existing Buildings.* Whenever substantial improvement of a building or substantial renovation of a building exterior triggers the obligation to comply with this Division, the Growth Management Director may authorize incremental compliance with its requirements proportional to the nature and scope of the existing and proposed improvements if full compliance would be unreasonable. An application for alternative compliance shall not be required, but the Growth Management Director may require that the proposal be presented to the Neighborhood Advisory Committee for review and comment. See Section 4.871.B, Div. 20, Article 4.
3. *Accessory Dwelling Units.* Standards for accessory dwelling units are provided in Development Standards 12.1.04.7.a.
4. *Building Types.* Each new building, and any substantial improvement, must meet the standards for one of the Building Types permitted in the Subdistrict where it is located, see Table OPC-5. Building Type diagrams do not prescribe use or architectural style and are illustrative. Dimensions provided in tables are regulatory requirements.
5. *Façade Transparency.* Shopfront, Mixed-use, Office, Apartment and Courtyard Building façades facing streets or civic open spaces at the ground level must have transparent windows which cover between 40 percent and 70 percent of the wall area. Building façades above ground level must have transparent windows which cover between 20 percent and 50 percent of the wall area of each story as measured between finished floors. Transparent means non-solar, non-mirrored glass with a light transmission reduction of no more than 40 percent.

**Table OPC-5 - Development Standards in Old Palm City Subdistricts**

	Core	Corridor	Industrial	Multifamily	Detached
Lot Size, see 12.1.04.1					
Lot area - sf in minimum	-	-	15,000	-	2,500
Lot width - feet in minimum	-	-	100	25	25
Height, see 12.1.04.2					
Building height, max in stories	3	3	3	3	3
Building height, max in feet	40	35	30	35	35
Ceiling height, max in feet	Established in <a href="#">12.4.05</a> for certain building types				
Density, see 12.1.04.3					
Residential density, max in units/acre	15	15	10 <sup>1</sup>	10	5
Hotel/motel density, max in units/acre	20	20	-	-	-
Building Coverage, see 12.1.04.4					
Building coverage, max %	80	60	40	60	50
Open Space, see 12.1.04.5					
Open space, min in %	20	20	20	30	30
Building and Parking Placement					
Build-to Zone min/max in ft	Established in <a href="#">12.4.05</a> for certain building types				
Side and Rear setbacks	Established in <a href="#">12.4.05</a> for certain building types				

Frontage Buildout, min %	Established in <a href="#">12.4.05</a> for certain building types				
Parking Setbacks, min in feet	Established in <a href="#">12.4.05</a> for certain building types				
Building Types, see <a href="#">12.4.05</a>					
Shop front Building	P	P	P	-	-
Mixed-use Building	P	P	P	-	-
Office Building	P	P	P	-	-
Apartment Building	P	P	P	P	-
Courtyard Building	P	P	P	P	-
Townhouse	P	P	P	P	P
Live/Work Building	P	P	P	-	-
Side Yard House	-	P	-	P	P
Cottage	P	P	-	P	P
Cottage Court	P	P	-	P	-
Duplex	-	-	-	P	-
All Yard House	-	-	-	P	P
Outbuilding	P	P	P	P	P
Boat Barn	-	-	-	-	-
Industrial Building	-	-	P	-	-



Footnotes, see above

<sup>1</sup> Residential development in the Industrial Subdistricts shall be within a Mixed-Use Projects.

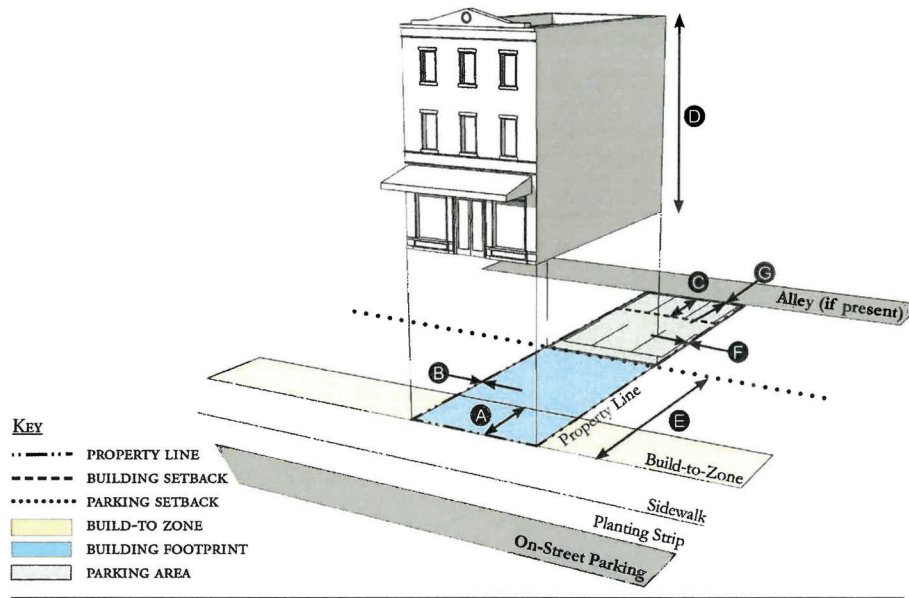
(Ord. No. 1130, § 1(Exh. A), 5-5-2020; Ord. No. 1159, pt. 1(Exh. A), 5-11-2021)

Sec. 12.4.05. - Building type and frontage type standards.

1. *Building Types.* The following building type standards shall apply in the Old Palm City Subdistricts.

Table OPC-5 provides additional Development Standards.

Figure OPC-5.01 Shopfront Building



Building Placement, see 12.1.04.6		
Frontage Buildout	80% min.	
Front Build-to-Zone	0' min., 15' max.	<b>A</b>
Side at Street Build-to-Zone	0' min., 15' max.	
Side at Property Line Setback <sup>1</sup>	0' min. or 5' min.	<b>B</b>
Rear Yard Setback <sup>1</sup>	10' min./5' min. with alley	<b>C</b>
Height, see 12.1.04.2		
Ceiling at Ground Level	12' min.	

Building Height	Refer to Table OPC-5	Ⓓ
Parking Placement, see 12.1.04.6		
Front Setback	30' min.	Ⓔ
Side at Street Setback	10' min.	
Side at Property Line Setback	0' min.	Ⓕ
Rear Setback	5' min/0' min with alley	Ⓖ

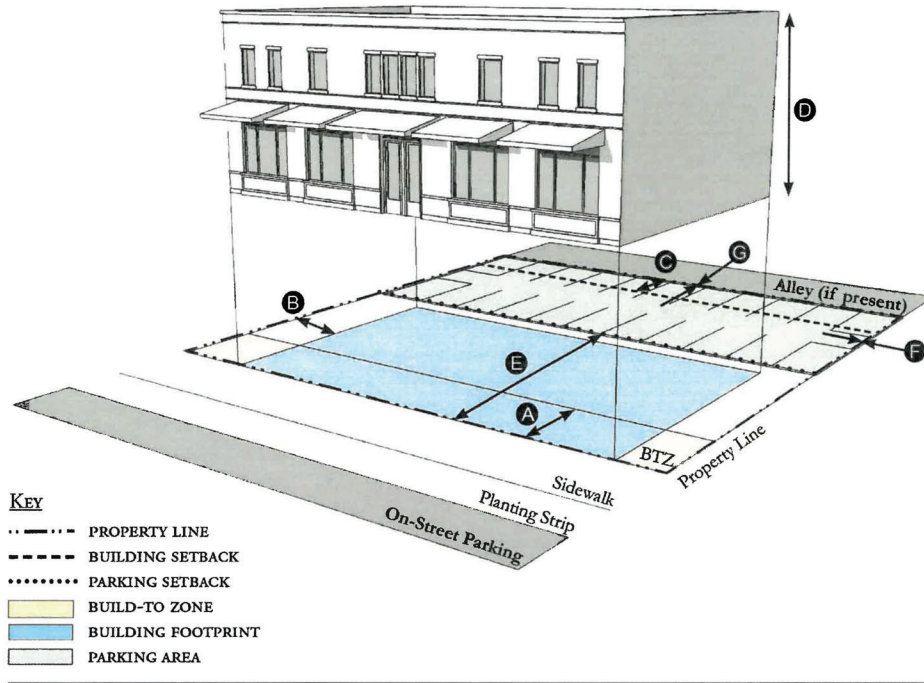
Permitted Subdistricts, see <a href="#">12.4.02</a>		
Core	Corridor	Industrial
Description		
A Shopfront Building has ground level space immediately adjoining the sidewalk that can accommodate business uses with doors and large windows facing the sidewalk.		
Façade Transparency, see 12.2.04.6	%	
Ground level facing streets or civic open spaces	40-70	
Above the ground level	20-50	

Notes:

<sup>1</sup> Section 12.1.04.11 Building Transitions applies when the rear or side of a property abuts a residential subdistrict or an existing single family dwelling.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.

Figure OPC-5.02 Mixed-Use Building



Building Placement, see 12.1.04.6		
Frontage Buildout	80% min.	
Front Build-to-Zone	0' min., 15' max.	<b>A</b>
Side at Street Build-to-Zone	5' min., 15' max.	
Side at Property Line Build-to-Zone <sup>1</sup>	5' min. or 10' max.	<b>B</b>
Rear Yard Setback <sup>1</sup>	10' min./5' min. with alley	<b>C</b>
Height, see 12.1.04.2		
Ceiling at Ground Level	12' min.	
Building Height	Refer to Table OPC-5	<b>D</b>
Parking Placement, see 12.1.04.6		
Front Setback	30' min.	<b>E</b>

Side at Street Setback	10' min.	
Side at Property Line Setback	0' min.	F
Rear Setback	5' min/0' min with alley	G

Permitted Subdistricts, see <a href="#">12.4.02</a>		
Core	Corridor	Industrial
Description		
A Mixed-Use Building has multiple tenants or occupancies and may contain residences, lodging and/or businesses to the extent permitted in the Subdistrict.		
Façade Transparency, see 12.2.04.6	%	
Ground level facing streets or civic open spaces	40-70	
Above the ground level	20-50	

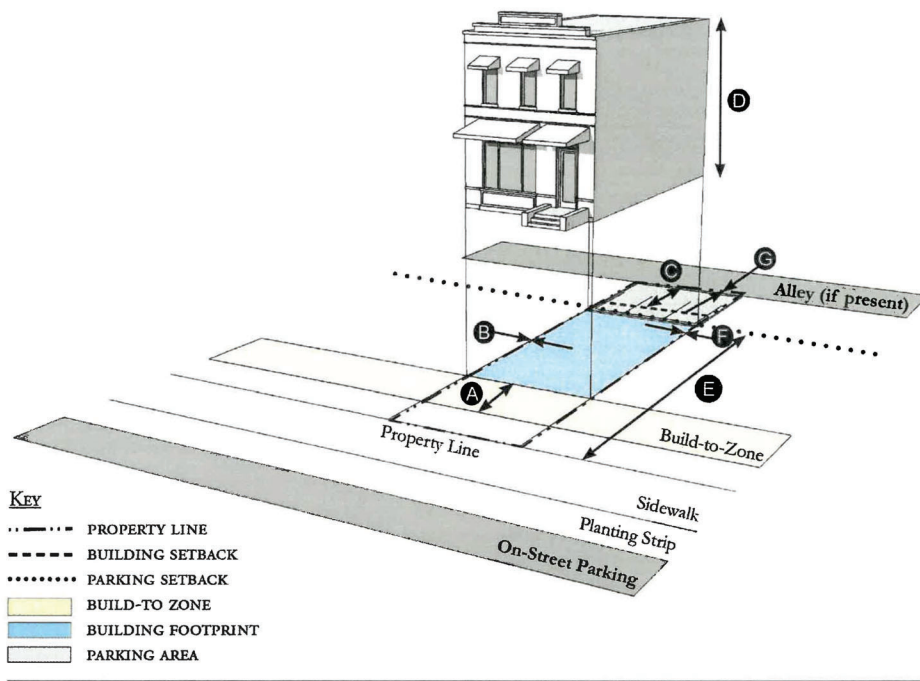
Notes:

<sup>1</sup> Section 12.1.04.11 Building Transitions applies when the rear or side of a property abuts a residential subdistrict or an existing single family dwelling.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.



Figure OPC-5.03 Office Building



Building Placement, see 12.1.04.6

Frontage Buildout

80% min.

Front Build-to-Zone

10' min./15' max.

**A**

Side at Street Build-to-Zone

10' min./15' max.

Side at Property Line Setback <sup>1</sup>

0' or 5'

**B**

Rear Yard Setback <sup>1</sup>

10' min./5' min. with alley

**C**

Height, see 12.1.04.2

Ceiling at Ground Level

12' min.

Building Height

Refer to Table OPC-5

**D**

Parking Placement, see 12.1.04.6

Front Setback

30' min.

**E**

Side at Street Setback	10' min.	
Side at Property Line Setback	0' min.	F
Rear Setback	5' min/0' min with alley	G

Permitted Subdistricts, see <a href="#">12.4.02</a>		
Core	Corridor	Industrial
Description		
An Office Building has a one or more commercial tenants, occupancies, or businesses. An Office Building may have a shopfront frontage on the ground level.		
Façade Transparency, see 12.5.04.5	%	
Ground level facing streets or civic open spaces	40-70	
Above the ground level	20-50	

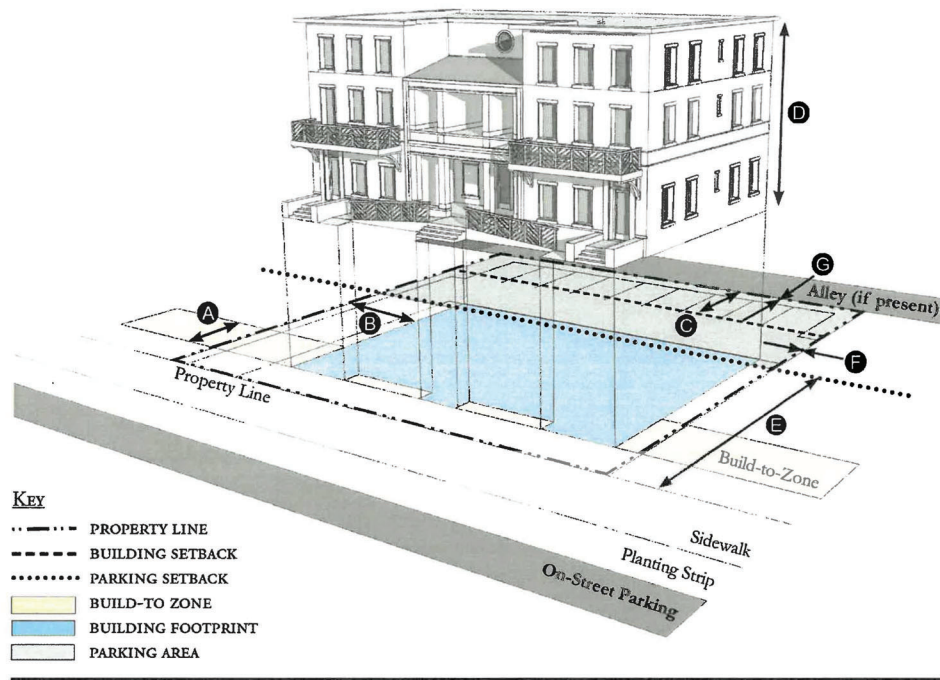
Notes:

<sup>1</sup> Section 12.1.04.11 Building Transitions applies when the rear or side of a property abuts a residential subdistrict or an existing single family dwelling.

For permitted *Lot Size*, *Density*, *Building Coverage*, and *Open Space*, see Table OPC-5.



Figure OPC-5.04 Apartment Building



Building Placement, see 12.1.04.6

Frontage Buildout

60% min.

Front Build-to-Zone

10' min./25' max.

**A**

Side at Street Build-to-Zone

10' min./15' max.

Side at Property Line Setback <sup>1</sup>

5' min.

**B**

Rear Yard Setback <sup>1</sup>

10' min./5' min. with alley

**C**

Height, see 12.1.04.2

Ceiling at Ground Level

Not applicable

Building Height

Refer to Table OPC-5

**D**

Parking Placement, see 12.1.04.6

Front Setback

30' min.

**E**

Side at Street Setback	10' min.	
Side at Property Line setback	5' min./0' min. with alley	F
Rear Setback	5' min./0' min. with alley	G

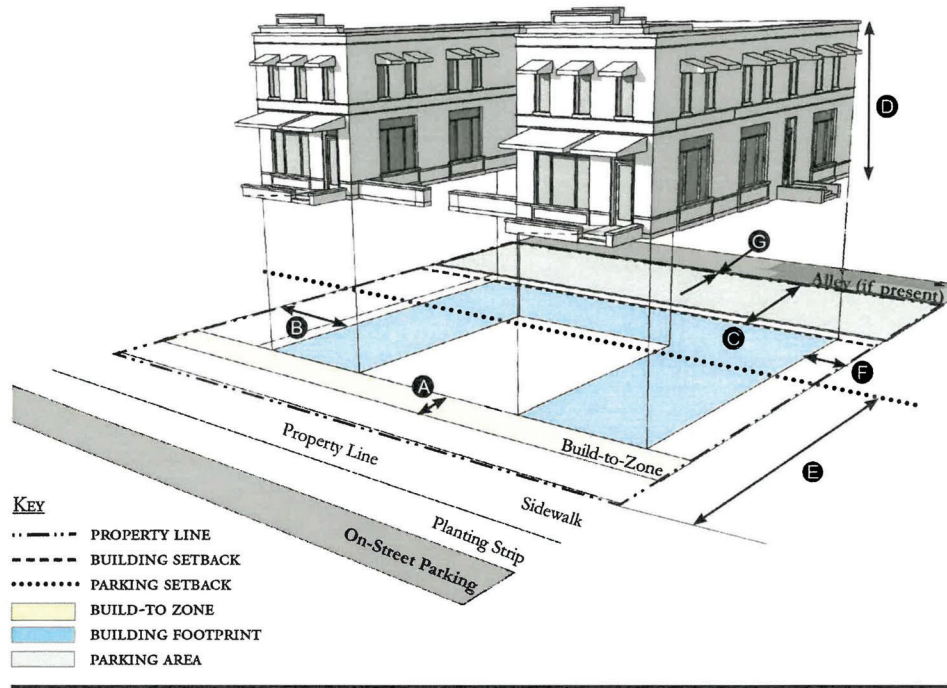
Permitted Subdistricts, see <a href="#">12.4.02</a>			
Core	Corridor	Multifamily	Industrial
Description			
An Apartment Building contains multiple residences above and/or beside each other in a building that occupies most of its lot width and is placed close to the sidewalk. Off-street parking is provided to the side or rear.			
Façade Transparency, see 12.2.04.6			%
Ground level facing streets or civic open spaces			40-70
Above the ground level			20-50

Notes:

<sup>1</sup> Section 12.1.04.11 Building Transitions applies when the rear or side of a property abuts a residential subdistrict or an existing single family dwelling.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.

Figure OPC-5.05 Courtyard Building



Building Placement, see 12.1.04.6

Frontage Buildout

80% min. includes courtyard

Front Build-to-Zone

10' min./25' max.

**A**

Side at Street Build-to-Zone

10' min./15' max.

Side at Property Line Setback <sup>1</sup>

5' min.

**B**

Rear Yard Setback <sup>1</sup>

10' min./5' min. with alley

**C**

Height, see 12.1.04.2

Ceiling at Ground Level

Not applicable

Building Height

Refer to Table OPC-5

**D**

Parking Placement, see 12.1.04.6

Front Setback

30' min.

**E**

Side at Street Setback	10' min.	
Side at Property Line Setback	5' min./0' min. with alley	F
Rear Setback	5' min./0' min. with alley	G

Permitted Subdistricts, see <a href="#">12.4.02</a>			
Core	Corridor	Multifamily	Industrial
Description			
A Courtyard Building accommodates multiple dwellings or businesses arranged around and fronting on a central green that may be partially or wholly open to the street.			
Façade Transparency, see 12.2.04.6			%
Ground level facing streets or civic open spaces			40-70
Above the ground level			20-50

Notes:

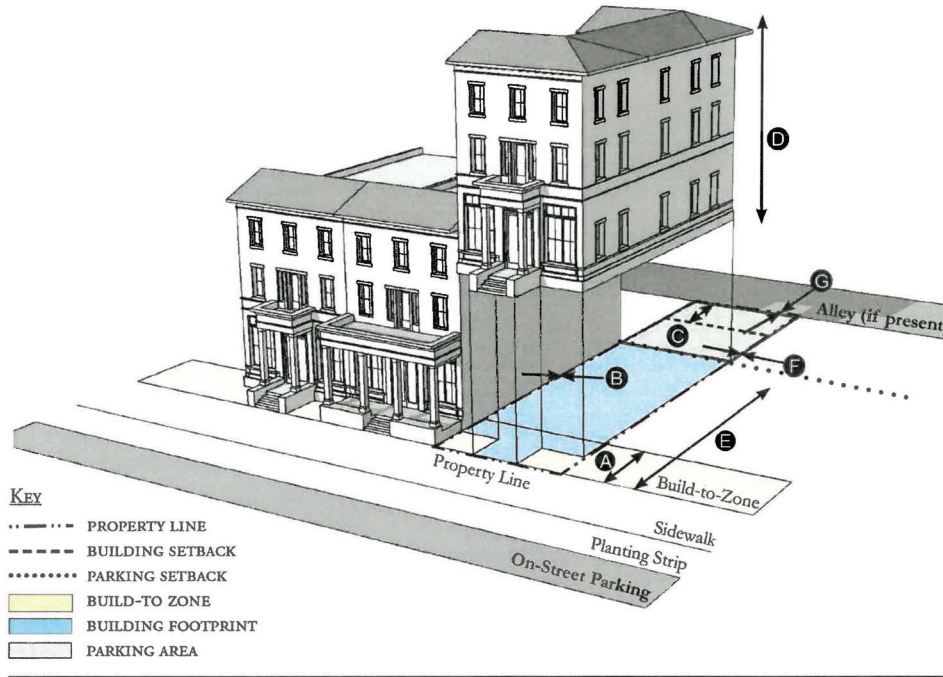
The proportion of the courtyard space shall be at least as deep as it is wide.

<sup>1</sup> Section 12.1.04.11 Building Transitions applies when the rear or side of a property abuts a residential subdistrict or an existing single family dwelling.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.



Figure OPC-5.06 Townhouse



Building Placement, see 12.1.04.6		
Frontage Buildout	80% min.	
Front Build-to-Zone	0' min./15' max.	<b>A</b>
Side at Street Build-to-Zone	0' min./15' max.	
Side at Property Line Setback <sup>1, 2</sup>	0' min. or 10' min.	<b>B</b>
Rear Yard Setback <sup>1</sup>	10' min./5' min. with alley	<b>C</b>
Height, see 12.1.04.2		
Ceiling at Ground Level	Not applicable	
Building Height	Refer to Table OPC-5/2 stories min.	<b>D</b>
Parking Placement, see 12.1.04.6		
Front Setback	30' min.	<b>E</b>

Side at Street Setback	10' min.	
Side at Property Line Setback	0' min.	F
Rear Setback	5' min./0' min. with alley	G

Permitted Subdistricts, see <a href="#">12.4.02</a>		
Core	Corridor	Industrial
Multifamily	Detached	
Description		
A Townhouse is a building with common walls on one or both sides and often a private garden to the rear. Service and parking shall be located in the rear.		

Notes:

Townhouses shall have a maximum grouping of 8 dwelling units and a minimum Setback of 15 feet between buildings.

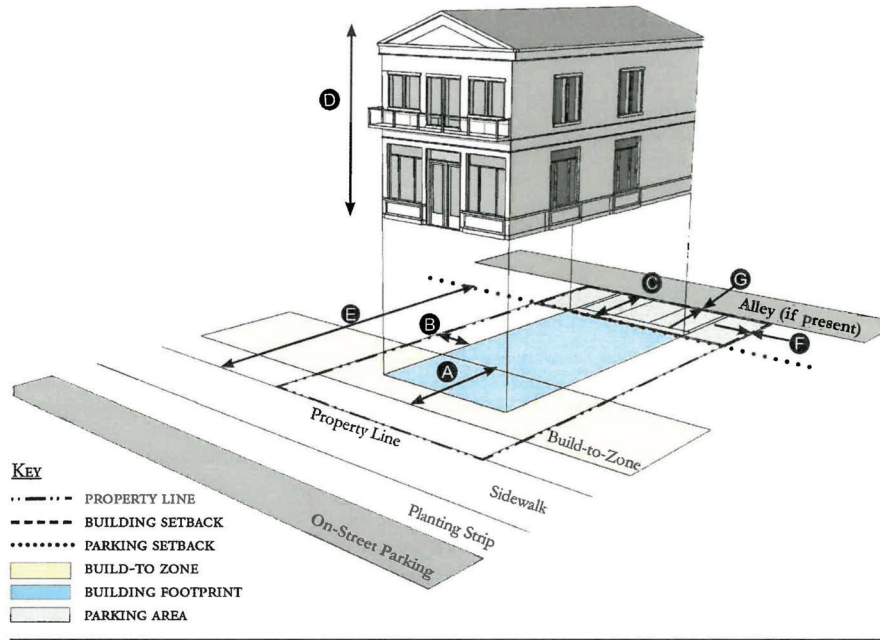
<sup>1</sup> Section 12.1.04.11 Building Transitions applies when the rear or side of a property abuts a residential subdistrict or an existing single family dwelling.

<sup>2</sup> When adjacent to another property that is not part of the townhouse development the Side at Property Line Setback is 10 feet minimum from the property line.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.



Figure OPC-5.07 Live/Work Building



Building Placement, see 12.1.04.6		
Frontage Buildout	80% min.	
Front Build-to-Zone	10' min./25' max.	<b>A</b>
Side at Street Setback	10' min.	
Side at Property Line Setback <sup>1</sup>	10' min.	<b>B</b>
Rear Yard Setback <sup>1</sup>	10' min	<b>C</b>
Height, see 12.1.04.2		
Ceiling at Ground Level	12' min.	
Building Height	Refer to Table OPC-5	<b>D</b>
Parking Placement, see 12.1.04.6		
Front Setback	30' min.	<b>E</b>
Side at Street Setback	10' min.	

Side at Property Line Setback	0' min.	F
Rear Setback	5' min./0' min. with alley	G
Parking Placement does not prohibit parking in a residential driveway or a side yard driveway.		

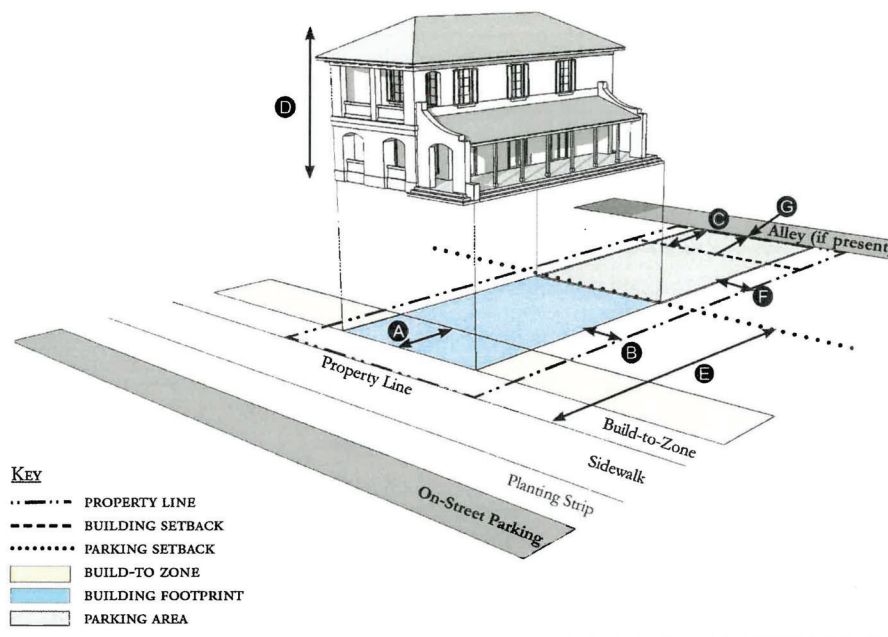
Permitted Subdistricts, see <a href="#">12.4.02</a>		
Core	Corridor	Industrial
Description		
A Live/Work Building is a building which is predominately residential in its character, but contains commercial and residential uses.		

Notes:

<sup>1</sup> Section 12.1.04.11 Building Transitions applies when the rear or side of a property abuts a residential subdistrict or an existing single family dwelling.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.

**Figure OPC-5.08 Side Yard House**



Building Placement, see 12.1.04.6		
Frontage Buildout <sup>1</sup>	60% min.	
Front Build-to-Zone	10' min./25' max.	<b>A</b>
Side at Street Setback	10' min.	
Side at Property Line Setback	5' min., 10' min. other side	<b>B</b>
Rear Yard Setback	10' min/5; min. with alley	<b>C</b>
Height, see 12.1.04.2		
Ceiling at Ground Level	Not applicable	
Building Height	35'/3 stories max.	<b>D</b>
Parking Placement, see 12.1.04.6 and 12.4.07.8		
Front Setback	30' min.	<b>E</b>
Side at Street Setback	10' min.	
Side at Property Line Setback	5' min.	<b>F</b>
Rear Setback	5' min./0' min. with alley	<b>G</b>
Parking Placement does not prohibit parking in a residential driveway or a side yard driveway.		

Permitted Subdistricts, see <u>12.4.02</u>		
General	Multifamily	Detached
Description		

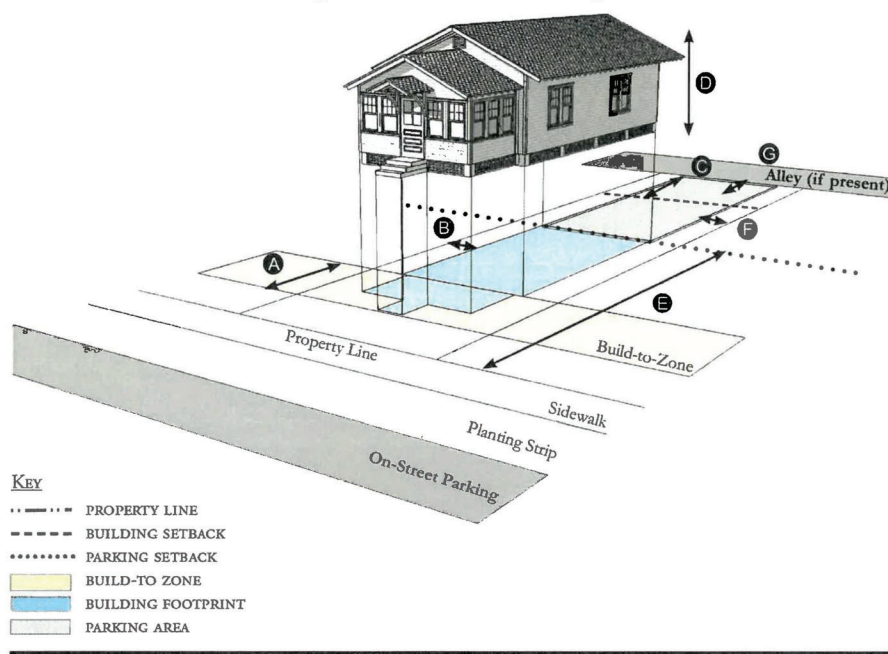
A Side Yard House is a detached building that occupies one side of the lot adjacent to an open space which runs from the front yard to the rear yard. This Building Type is often delivered in a series of multiple side yard type houses.

Notes:

<sup>1</sup> For this Building Type, the frontage buildout requirement may be met with the provision of a continuous wall or fence along the lot frontage.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.

**Figure OPC-5.09 Cottage**



#### Building Placement, see 12.1.04.6

Frontage Buildout <sup>1</sup>	60% min.	
Front Build-to-Zone	10' min./25' max.	<b>A</b>
Side at Street Build-to-Zone	5' min., 10' max.	
Side at Property Line Setback	5' min.	<b>B</b>
Rear Yard Setback	10' min	<b>C</b>



Height, see 12.1.04.2		
Ceiling at Ground Level	Not applicable	
Building Height	30' 1/2 stories max.	D
Parking Placement, see 12.1.04.6 and 12.4.07.8		
Front Setback	30' min.	E
Side at Street Setback	10' min.	
Side at Property Line Setback	5' min.	F
Rear Setback	5' min.	G
Parking Placement does not prohibit parking in a residential driveway or a side yard driveway.		

Permitted Subdistricts, see <a href="#">12.4.02</a>			
Core	Corridor	Multifamily	Detached
Description			
A Cottage is a detached building with a small front yard often located on a narrow lot Parking can be accommodated with on-street parking, a driveway, or detached garage to the rear.			

Notes:

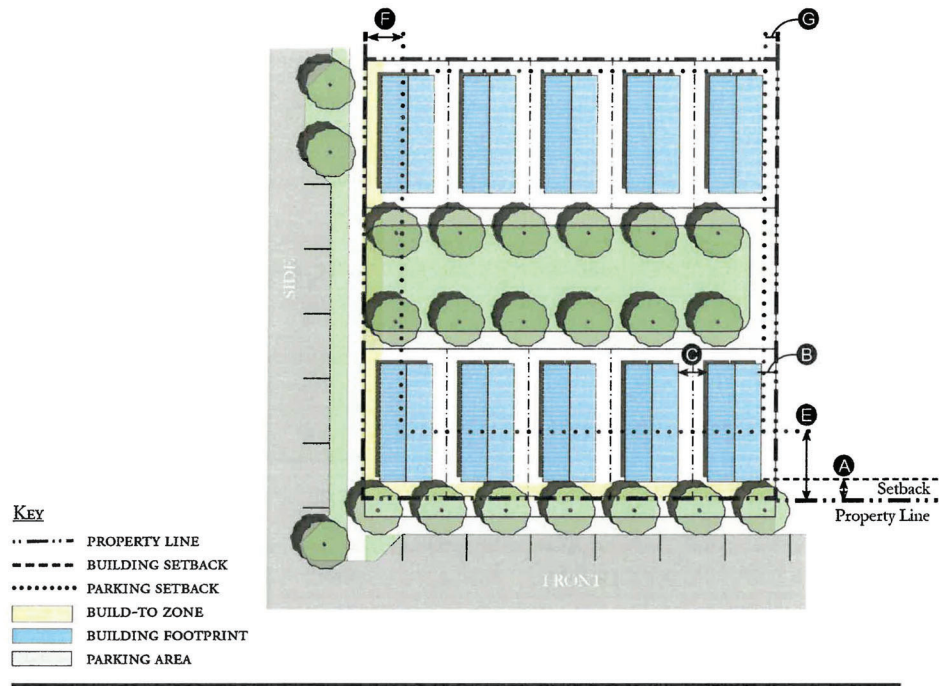
Cottages shall not exceed a footprint of 2,000 square feet.

<sup>1</sup> For this Building Type, the frontage requirement may be met with the provision of a continuous wall or fence along the lot frontage.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.



Figure OPC-5.10 Cottage Court



Building Placement, see 12.1.04.6		
Frontage Buildout <sup>1</sup>	60% min.	
Front Build-to-Zone	6' min.	<b>A</b>
Side at Street Setback	6' min.	
Side at Property Line Setback	6' min.	<b>B</b>
Unit Separation	10' min	<b>C</b>
Height, see 12.1.04.2		
Ceiling at Ground Level	Not applicable	
Building Height	30'2 stories max.	<b>D</b>
Parking Placement, see 12.1.04.6		
Front Setback	30' min.	<b>E</b>

Side at Street Setback	10' min.	
Side at Property Line Setback	5' min.	F
Rear Setback	5' min.	G

Permitted Subdistricts, see <a href="#">12.4.02</a>		
Core	Corridor	Multifamily
Description		
A Cottage Court is a series of small detached houses arranged around a common open space. Homes may share other common amenities like storage and parking areas.		

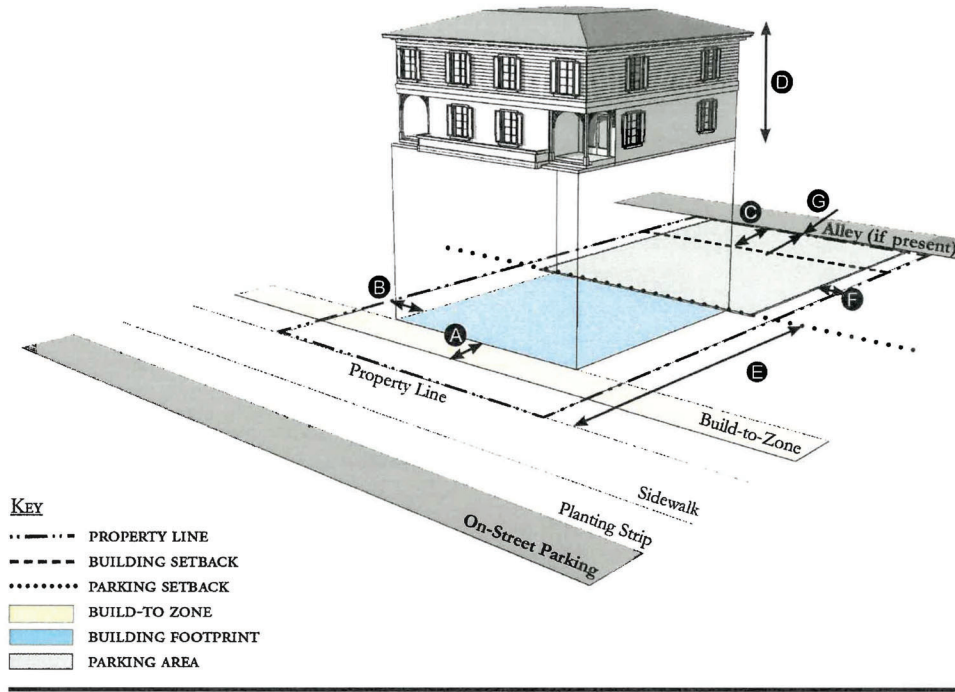
Notes:

Cottage Courts may include duplexes.

<sup>1</sup> For this Building Type, the frontage buildout requirement may be met with the provision of a continuous wall or fence along the lot frontage.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.

Figure OPC-5.11 Duplex



Building Placement, see 12.1.04.6		
Frontage Buildout <sup>1</sup>	60% min.	
Front Build-to-Zone	10' min./25' max.	<b>A</b>
Side at Street Setback	10' min.	
Side at Property Line Setback	5' min.	<b>B</b>
Rear Yard Setback	10' min	<b>C</b>
Height, see 12.1.04.2		
Ceiling at Ground Level	Not applicable	
Building Height	35'3 stories max.	<b>D</b>
Parking Placement, see 12.1.04.6 and 12.4.07.8		
Side at Property Line	5' min.	<b>F</b>

Rear Setback	5' min./0' min. with alley	Ⓒ
Parking Placement does not prohibit parking in a residential driveway or a side yard driveway.		
Refer to Section 12.1.07.8 Garage and Driveway for parking and driveway configurations for Single Family Dwellings.		

Permitted Subdistricts, see <a href="#">12.4.02</a>
Multifamily
Description
A Duplex is an attached building with one common wall that separates two dwelling units within a single lot. Duplexes can be designed to blend in with detached single family houses.

Notes:

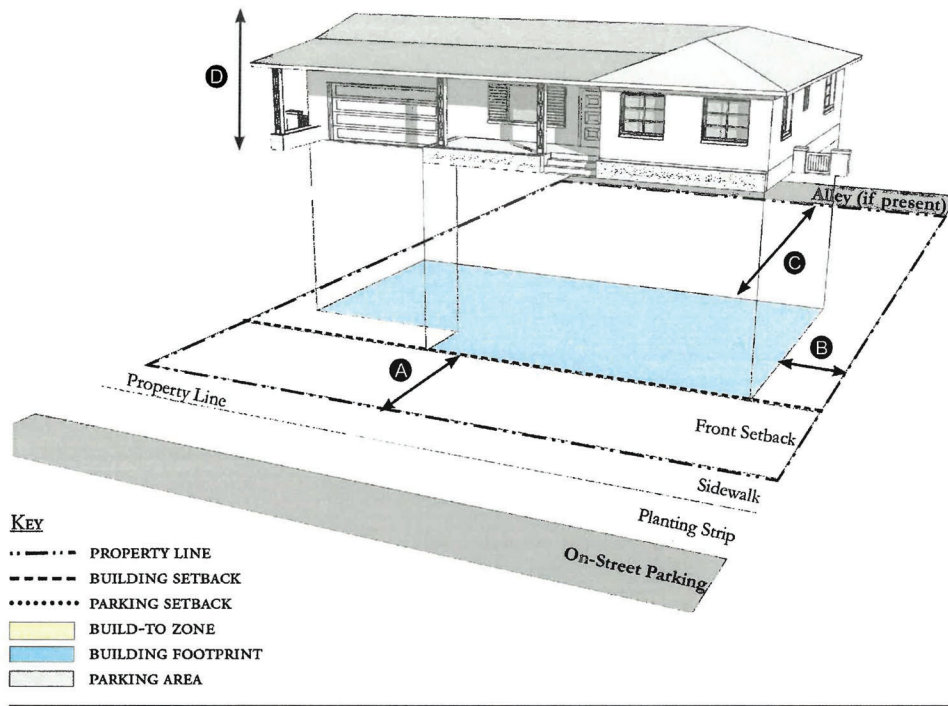
An ADU is prohibited on lots on which a duplex is located.

<sup>1</sup> For this Building Type, the frontage buildout requirement may be met with the provision of a continuous wall or fence along the lot frontage.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.



Figure OPC-5.12 All Yard House



Building Placement, see 12.1.04.6

Frontage Buildout

Not Required

Front Setback

20' min.

(A)

Side at Street Setback

6' min.

Side at Property Line Setback

6' min.

(B)

Rear Yard Setback

10' min

(C)

Height, see 12.1.04.2

Ceiling at Ground Level

Not applicable

Building Height

35'3 stories max

(D)

Parking Placement, see 12.1.04.6 and 12.4.07.8

Side at Property Line

5' min.

(F)



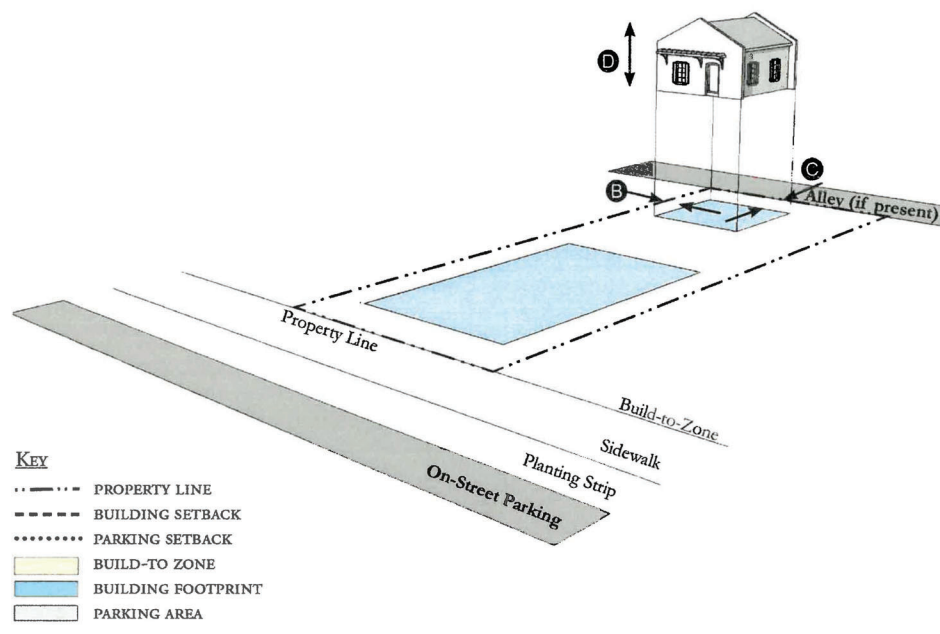
Rear Setback	5' min., 0' min. alley	Ⓒ
Parking Placement does not prohibit parking in a residential driveway or a side yard driveway.		
Refer to Section 12.1.07.8 Garage and Driveway for parking and driveway configurations for Single Family Dwellings.		

Permitted Subdistricts, see <a href="#">12.3.02</a>	
Multifamily	Detached
Description	
An All Yard House has yards on all sides and may contain accessory structures toward the rear.	

Notes:

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.

Figure OPC-5.13 Outbuilding



Building Placement, see 12.1.04.6		
Frontage Buildout	Not required	
Front Build-to-Zone	Not applicable	
Side at Street Build-to-Zone	Not applicable	
Side at Property Line Setback	5' min.	<b>B</b>
Rear Yard Setback <sup>1</sup>	5' min	<b>C</b>
Height, see 12.1.04.2		
Ceiling at Ground Level	Not applicable	
Building Height	24'2 stories max.	<b>D</b>

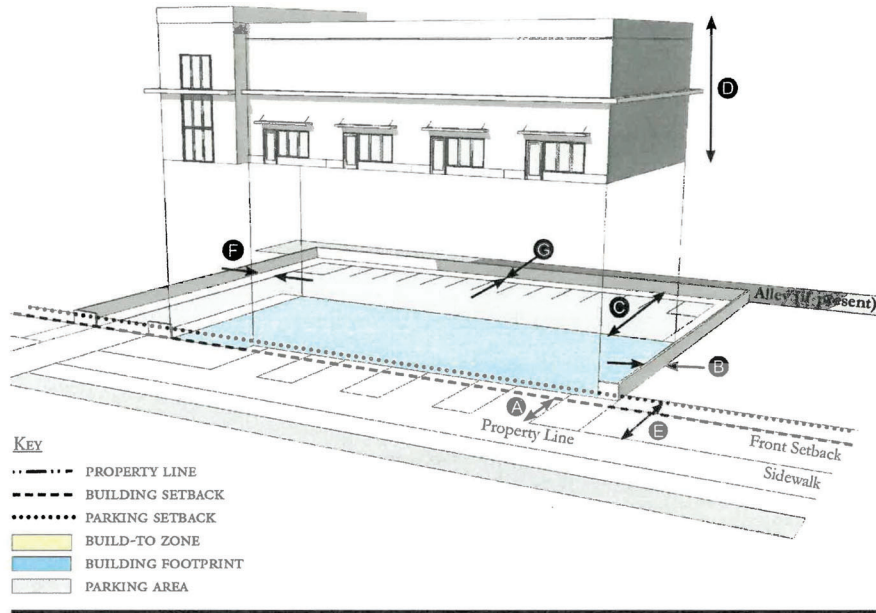
Permitted Subdistricts, see <a href="#">12.4.02</a>		
Core	Corridor	Industrial
Multifamily	Detached	
Description		
An Outbuilding is an accessory building, usually located toward the rear of the same lot as a Principal Building, and is sometimes connected to the Principal Building. An Outbuilding may include a garage, shed, workshop, or accessory dwelling unit.		

Notes:

Outbuildings shall not exceed a footprint of 850 square feet.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.

**Figure OPC-5.14 Industrial Building**



Building Placement, see 12.1.04.6		
Frontage Buildout	Not required	
Front Setback	20' min.	<b>A</b>
Side at Street Setback	5' min.	
Side at Property Line Setback <sup>1</sup>	5' min.	<b>B</b>
Rear Yard Setback	10' min/5' min. with alley	<b>C</b>
Height, see 12.1.04.2		
Ceiling at Ground Level	Not applicable	
Building Height	30'/3 stories max.	<b>D</b>
Parking Placement, see 12.1.04.6		
Front Setback	30' min.	<b>E</b>

Side at Street Setback	5' min.	
Side at Property Line Setback	5' min.	F
Rear Setback	5' min./0' min. with alley	G
Parking shall not be located between the building and the street.		

Permitted Subdistricts, see <a href="#">12.4.02</a>
Industrial
Description
An Industrial Building will vary in scale depending on its intended use. Some commercial uses may be permitted, but its primary focus is industrial. Parking and loading shall be accommodated in Alleys or Secondary Streets whenever possible.

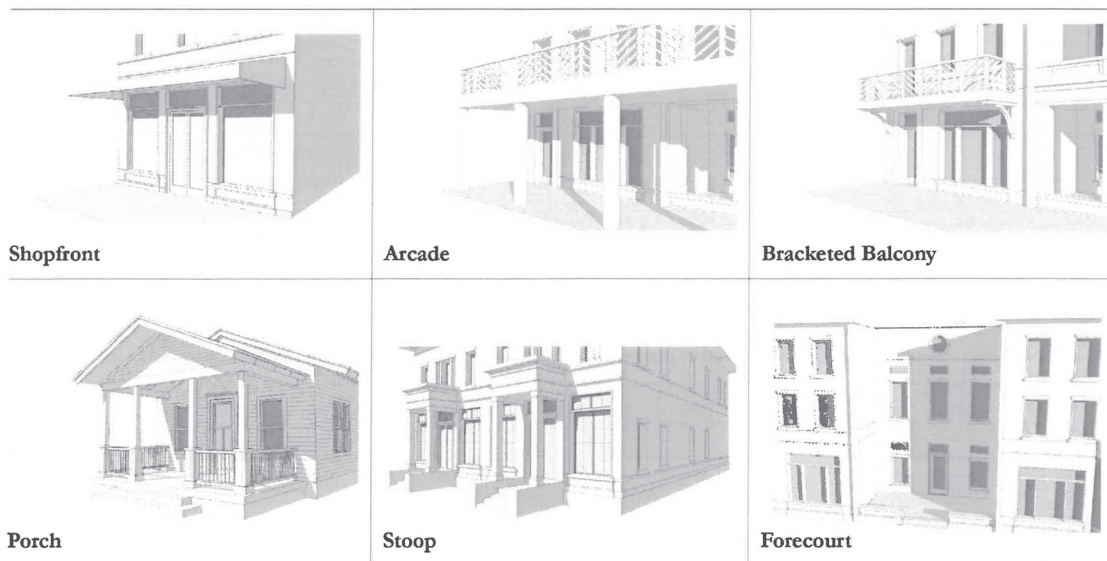
Notes:

<sup>1</sup> Section 12.1.04.11 Building Transitions applies when the rear or side of a property abuts a residential subdistrict or an existing single family dwelling.

For permitted *Lot Size, Density, Building Coverage, and Open Space*, see Table OPC-5.



### Figure OPC-5.15 Frontage Types Matrix



2. *Frontage Types.* Using one or more of the permitted frontage types indicated in Table OPC-5.16 are required within the Core and Corridor Subdistricts. Standards for Frontage Types are found in 12.1.05. Frontage Types are encouraged in the Industrial, Multifamily and Detached Subdistricts, but are not required.

### Table OPC-5.16 - Permitted Frontage Types Matrix

Subdistrict	Shopfront	Arcade	Bracketed Balcony	Porch <sup>1</sup>	Stoop	Forecourt
Core	P	P	P	P	P	P
Corridor	P	P	P	P	P	P
Industrial	-	-	-	-	-	-
Multifamily	-	-	-	-	-	-
Detached	-	-	-	-	-	-

Primary Streets shall include the required Principal Entrance and Frontage Type.



<sup>1</sup> For implementation in the OPC Redevelopment Zoning District, Figure 12-7.04-Porch Frontage is modified such that the minimum depth of a porch shall be five feet and the maximum depth shall be eight feet.

(Ord. No. 1130, § 1(Exh. A), 5-5-2020; Ord. No. 1159, pt. 1(Exh. A), 5-11-2021)

Sec. 12.4.06. - Street standards.

1. *Applicability.* Street Standards that apply in all Redevelopment Zoning Districts are provided in Section 12.1.06. The additional street standards which apply in the Old Palm City Redevelopment Zoning District are specified in this section.
2. *Street Regulating Plan.* A Street Regulating Plan is provided in Figure OPC-3, Section 12.2.02. Features identified in the Street Regulating Plan are described in 12.1.02.2.
  - a. .Primary Streets.
  - b. Secondary Streets.
  - c. Recommended Future Streets.
  - d. Recommended Future Alleys.
3. *Shade Trees.* Seventy-five percent of all street trees and trees planted in fulfillment of the requirements regarding perimeter landscaping for vehicular use areas that front Mapp Road, Martin Downs Boulevard, and Martin Highway, shall be of the following species:
  - a. Canopy trees (60 percent minimum):
    - i. Live or Laurel Oak.
    - ii. Magnolia.
    - iii. Mahogany.
    - iv. Red Maple.
    - v. Bald Cypress.
    - vi. Buttonwood.
    - vii. Gumbo Limbo.
  - b. Palm trees:
    - i. Medjool or Canary Island Date Palm.
    - ii. Royal Palm.
    - iii. Ribbon Palm.
    - iv. Sabal Palm (3:1 ratio).
4. *Improvements to Existing Streets.* The planting of new shade trees shall be required for project approval and shall be coordinated with existing or future CRA and County streetscape improvements. As provided in Section 12.1.06, the County Engineer may allow deviations from

these minimum standards when necessary due to the location of existing buildings, constrained right-of-way, or to meet other goals for the particular street section.

- a. *Mapp Road*. Every block shall be complemented with a bench and a garbage container. The landscape islands shall be sized appropriately to the maximum mature size of the tree. The landscaping shall include trees with a minimum height of 16 feet, with a four-foot clear trunk, and four-inch caliper at the time of planting, planted at a maximum of 30-foot intervals. The species mix shall be governed by Section 12.4.06.3 Shade Trees.
- b. *Martin Downs Boulevard*. The landscaping shall include trees with a minimum height of 16 feet, with a four-foot clear trunk, and four-inch caliper at the time of planting, planted at a maximum of 30-foot intervals. The species mix shall be governed by Section 12.4.06.3 Shade Trees.
- c. *Martin Highway*. The landscaping shall include trees with a minimum height of 16 feet, with a four-foot clear trunk, and four-inch caliper at the time of planting, planted at a maximum of 30-foot intervals. The species mix shall be governed by Section 12.4.06.3 Shade Trees.

(Ord. No. 1130, § 1(Exh. A), 5-5-2020; Ord. No. 1159, pt. 1(Exh. A), 5-11-2021)

#### Sec. 12.4.07. - Parking standards.

1. *Applicability*. Parking Standards found in Sections 4.621 through 4.628, Div. 14, Article 4, are modified for all Redevelopment Zoning Districts in Section 12.1.07. Those modified Parking Standards apply in the Old Palm City Redevelopment Zoning District except as specified otherwise in this section.
2. *Parking rates*. Refer to Parking Standards Section 12.1.07 for parking rates applicable to Redevelopment Zoning Districts.
3. *Screening of Parking from Residential Uses*. There shall be an alley between parking areas and adjacent residential uses. Where an alley is not possible, there shall be a visual barrier between parking areas and residential uses. Refer to Landscaping Standards Section 12.4.09 Vehicular Use Areas.
4. *Parking structures*. Whenever a parking structure or surface parking provided beneath a building is located on a Primary Street, as identified on the Street Regulating Plan, Section 12.4.02, ground level commercial space shall be provided for a depth of no less than 20 feet measured from the front of the building.
5. *Distributing Parking*. Where more than 200 parking spaces are provided onsite, such parking shall be distributed such that no more than 50 percent of the spaces are grouped in a single area of the parcel. Methods of distributing parking include locating parking adjacent to the rear or sides of a building or by physically separating parking areas with other buildings or landscaped areas.

(Ord. No. 1130, § 1(Exh. A), 5-5-2020; Ord. No. 1159, pt. 1(Exh. A), 5-11-2021; Ord. No. 1196, pt. I(Exh. A), 5-9-2023)

Sec. 12.4.08. - Stormwater standards.

1. Stormwater management standards are provided in Sections 4.381 through 4.390, Div. 9, Article 4 and apply in Redevelopment Zoning Districts except as modified in Section 12.1.08.

(Ord. No. 1130, § 1(Exh. A), 5-5-2020)

Sec. 12.4.09. - Landscape standards.

1. Table OPC-9 identifies which of the landscaping, buffering, and tree protection standards in Div. 15, Article 4 apply in the Old Palm City Redevelopment Zoning District and which standards are modified, replaced, or do not apply in this Redevelopment Zoning District.

**Table OPC-9 - Landscaping, Buffering, and Tree Protection Standards**

<u>Div. 15, Article 4</u>		In OPC CRA
General Requirements		
4.661.A	Purpose and intent	Applies as written
4.661.B	Applicability	Does not apply
4.661.C	Glossary	Applies as written
Application Requirement		
4.662.A	Landscape Plan	Modified by 12.4.09.5
4.662.B	Irrigation Plans	Applies as written
Landscape Design Standards		
4.663.A	General requirements	
A.1	Required landscape area	Replaced by 12.4.09.3
A.2	Landscape area credits	Applies as written

A.3	Required tree planting	Modified by 12.4.09.4
A.4-5	Vehicular use areas	Modified by 12.4.09.6
A.6	Service areas	Modified by 12.4.09.7
A.7	Commercial buildings	Does not apply
4.663.B	Buffer-yard requirements	Does not apply
4.663.C	Add't req. for landscaping	Does not apply
4.663.D	Water efficient landscaping	Applies as written
4.663.E	Preserve area interface	Applies as written
Landscape Material Standards		
<u>4.664</u>	(All Subsections)	Applies as written
Maintenance of Required Landscaping		
<u>4.665</u>	(All Subsections)	Applies as written
Tree Protection		
<u>4.666</u>	(All Subsections)	Applies as written
Alternative Compliance		
<u>4.667</u>	(All Subsections)	Replaced by 12.1.13.3
Certificate of Compliance		
<u>4.668</u>	(All Subsections)	Applies as written



*Single family dwellings or duplexes.* Lots cannot be cleared without a clearing permit. Single-family dwellings and duplexes on existing lots shall plant one tree for each 3,000 sq. ft. of lot area. Such tree shall meet the standards in Section 4.664, landscape material standards. The maintenance requirements in Section 4.665 also shall apply. Construction of SFR and duplexes on existing lots is exempt from all other landscaping requirements.

3. *Required landscape area.*

- a. Landscaping shall be permitted in easements only with the written permission of the easement holder. A written agreement shall specify the party responsible for restoring disturbed landscape areas, shall be submitted to the county in a form acceptable to the County Attorney, and shall be recorded in the public records.
- b. Exposed dirt yards are prohibited.

4. *Required tree planting.*

- a. Table OPC-10 indicates the minimum number of trees that must be planted.
- b. Trees planted in adjacent right-of-way as indicated in Section 12.4.06, or in other nearby public space, shall be credited towards meeting the number of trees required by Table OPC-10. Any private use of the public right-of-way requires the approval of the County Engineer, a right-of-way use permit, a construction agreement, and an indemnification agreement.

**Table OPC-10 - Required Tree Planting**

Subdistrict	One Tree for this Amount of Total Site Area
Core	1,500 sf
Corridor	1,500 sf
Industrial	2,500 sf
Multifamily	3,000 sf
Detached	3,000 sf

- c. Trees planted in Vehicular Use Areas shall be credited towards meeting the number of trees required by Table OPC-10
- d.



FPL's Right Tree/Right Place Guidelines shall be considered when trees are planted near utilities.

5. *Landscape Plan.* Development applications shall include a landscape plan prepared by a qualified professional that provides the location and type of existing and proposed features that are identified in Table OPC-11, which are summarized from the detailed requirements in Section 4.662.A, Div. 15, Article 4.
  - a. Column A requirements apply to an application for a final site plan.
  - b. Column B requirements apply to an application for a building permit for a Small Site which is defined as the construction or expansion of a principal building or accessory structure on a lawfully established lot or adjacent lots, provided the parcel being developed is less than one-half acre.
  - c. Column B requirements also apply to an application for a substantial improvement or substantial renovation of a building exterior on any lot regulated by Article 12, as those terms are defined in Section 4.871.B, Div. 20, Article 4.
6. *Vehicular Use Areas.*
  - a. *Perimeter landscaping.* Landscaping shall be provided along the perimeter of all vehicular use areas, and also in accordance with the following standards:

**Table OPC-11 - Landscape Plan Application Requirements**

<u>Div. 15, Article 4</u>		In OPC CRA	
		A	B
1	Property boundaries	Yes	Yes
2	Land use features	Yes	Yes <sup>1</sup>
3	Structures and paving	Yes	Yes <sup>1</sup>
4	Utilities	Yes	Yes
5	Vehicular use areas	Yes	Yes
6	Water bodies	Yes	Yes
7	Tree survey	Yes	Yes

8	Installation methods	Yes	Yes
9	Development areas	Yes	-
10	Ditches and swales	Yes	Yes
11	Tabular data	Yes	-
<sup>1</sup> On-site features only			

- i. The side of a vehicular use area fronting Mapp Road, Martin Downs Boulevard, or Martin Highway shall be landscaped with a minimum width of eight feet and planted with trees at 30-foot intervals. The trees shall be 16 feet in height, with a four-foot clear trunk, and four-inch caliper at the time of planting.
- ii. The side of a vehicular use area abutting a residential property shall be planted with trees with a minimum height of 16 feet, four-foot clear trunk, and four-inch caliper, at 25-foot intervals in a landscape area that is at least eight feet wide. A five-foot wall or hedge shall also be provided. The trees, landscaped buffer and the wall, fence or hedge may be reduced or eliminated with the written consent of the owner of the residential property, which shall be recorded in the public records.
- iii. Any side of a vehicular use area not included in paragraph (i) or (ii) shall be planted with trees minimum height of 12 feet, with a four-foot clear trunk, and two-inch dbh at 30-foot intervals.
- iv. A wall, fence, or hedge shall be provided around all vehicular use areas. Between the vehicular use area and a road right-of-way, the wall, fence, or hedge shall not exceed four feet in height. For the remainder of the lot, it shall be no more than six feet in height. Walls and landscaping around parking areas shall provide pedestrian access every 50 linear feet. No wall, fence, or hedge is required along the side of a parking area that abuts another parking area.
- b. *Interior landscaping.* If a vehicular use area is larger than 15,000 square feet, landscaping shall be provided within its interior in accordance with Section 4.663.A.4, Div. 15, Article 4, except that these interior landscape areas may also be used as stormwater management and conveyance facilities. If a vehicular use area is equal to or smaller than 15,000 square feet, no interior landscaping, terminal islands, interior medians, or interior islands are required.

(Ord. No. 1130, § 1(Exh. A), 5-5-2020; Ord. No. 1159, pt. 1(Exh. A), 5-11-2021).

Sec. 12.4.10. - Wall and fence standards.

1. Walls and fences must comply with the Wall and Fence Standards established for all Redevelopment Zoning Districts in Section 12.1.10 except where modified below.
2. Types.
  - a. Chain link fences are not permitted in the in Core Subdistrict.

(Ord. No. 1130, § 1(Exh. A), 5-5-2020)

Sec. 12.4.11. - Sign standards.

1. Signs must comply with the Sign Standards established for all Redevelopment Zoning Districts in Section 12.1.11 except where modified below.
2. *Wall signs.* Table OPC-12 supersedes the signage-area table in Section 4.700, Div. 16, Article 4.
3. *Freestanding signs.* One freestanding sign is permitted per building or each 200 lineal feet of property frontage, with a maximum square footage of 50 square feet per sign face.
4. *Murals.* Are permitted and defined in Art. 4, Div. 16.
5. *Types of signs permitted.* The list of permitted signs in Section 4.703, Art. 4, Div. 16. is adjusted by adding the following type of sign:
  - a. Sandwich or sidewalk signs as defined in Section 4.693, Art. 4, Div. 16 are permitted in the Core and Corridor Subdistricts, provided the signs do not exceed six square feet per face, do not unreasonably obstruct pedestrian or vehicular movement, and are moved off sidewalks or other public property by 9:00 p.m. daily.
6. *Lettering and logo size.* Table OPC-12 provides the maximum height of lettering and logos. Section 4.699, Div. 16, Article 4 establishes how the height of irregularly shaped features shall be measured.

**Table OPC-12 - Sign Size Limitations**

Subdistrict	Percent of Building Face Allowable for Wall Signs	Maximum Size Per Wall Sign	Maximum Height of Lettering and Logos for All Signs
Core	12%	32-sf	24 inches
Corridor	15%	32-sf	24 inches
Industrial	15%	32-sf	24 inches



Multifamily	-	-	-
Detached	-	-	-

(Ord. No. 1130, § 1(Exh. A), 5-5-2020)

#### Sec. 12.4.12. - Architectural standards.

The following Architectural Standards are applicable within Old Palm City Redevelopment Zoning District:

1. *Accessory Structures.* Accessory structures shall be designed and constructed to match the architectural style and building form of the principal building. For accessory structures less than 400 square feet, a complementary or matching color shall meet the requirements of this standard.
2. *Historic Structures.* Structures identified as historically and architecturally contributing shall be candidates for historic protection as set forth in Div. 13, Article 4.
3. *Architectural styles.* All new development in the Old Palm City CRA shall adhere to one of the four architectural styles described in this section. Any substantial improvement of an existing structure improvement of an existing structure or substantial renovation of a building exterior shall be consistent with the existing architectural style of the building or one of the four architectural styles in this section. Industrial development and industrial buildings are exempt from the requirement that one of the four architectural styles be used. See Section 12.4.04, Building Type and Frontage Type Standards, for standard applicable to industrial buildings.
  - a. *Florida Vernacular.* The Florida Vernacular style is derived from several different building styles within the Sunshine State, and is a blend of many traditional architectural styles, including, Colonial, Victorian, Queen Anne, etc. The Florida Vernacular also consists of many variations, including Key West, Cracker, Bungalow, Caribbean, and Coastal. General characteristics:
    - i. Metal standing seam or "V" crimp roofs predominant. Asphaltic shingle or wooden shakes are also used.
    - ii. Roofs are primarily gabled with slope 6:12 or greater with deep (two feet to four feet) overhangs, exposed rafters, and roof vents.
    - iii. Vertically proportioned massing.
    - iv. Horizontal wood lap siding (four inch to six inches exposed) with vertical corner boards.
    - v.

Vertically proportioned windows (double hung) and doors with wooden surrounds and sills.

- vi. Deep porches are signature Florida Vernacular. Many porches are full-length or wrap around, with post supports. Sometimes the roof of the porch has a different slope than the principal building.
  - vii. Usually sits on continuous skirted base, concealing crawl space for ventilation.
  - viii. Other elements of this style include widow walks, cupola or tower, Bahama shutters, exposed structural details (beams, rafters), shingles, post and rails, and picket fences.
- b. *Florida Bungalow*. Florida Bungalow is itself a variation of the countrywide Bungalow style, which began in California, evolving from the Craftsmen Style. Homes generally have low and simple lines with wide projecting roofs and large porches with tapered wooden posts or masonry piers. Variations of this style include, Prairie, Craftsman or "Stick" style.

General characteristics and elements:

- i. Predominately gabled roofs with shallow slopes (3:12-6:12) with asphalt shingles, deep overhangs, exposed rafters.
  - ii. The roof often has shed dormers.
  - iii. Primarily wood or masonry exterior finishes, commonly stucco, or wood siding and shingles.
  - iv. Continuous masonry or stone building base, steps, and pedestal for porch columns.
  - v. Wooden brackets, railings, and tapered columns are very common
  - vi. Vertically proportioned windows (double hung with multiple vertically divided lights).
  - vii. Doors have wooden surrounds.
  - viii. Porches with tapered posts are the most obvious bungalow.
- c. *Caribbean or Anglo-Caribbean*. Caribbean or Anglo-Caribbean is a hybrid of Wood Vernacular and Spanish or Mediterranean detailing and materials. A prominent feature is the clear distinction between first and second floors, between the massive and masonry (Mediterranean), and the delicate and wood (Wood Vernacular). General characteristics and elements:
- i. Typically, hipped roofs with 4:12 to 8:12 slopes, of wood or asphalt shingles, metal, or slate.
  - ii. Deep overhangs often with different, shallower roof slope.
  - iii. Exposed rafters and thin eaves.
  - iv. Combination of masonry or stone and wood façades, typically ground floor stucco-masonry and wood siding second floor, with long covered balconies and porches, louvered openings and shutters.
  - v.



Vertical or square proportioned windows (double hung or casement) and doors, with deep openings to give the impression of thickness and solidity.

- vi. Columns (smooth and round or squared masonry), posts, wooden and masonry balustrades, and brackets are common elements.
- vii. Front porches and balconies under the primary roof, and loggias are common elements.
- d. *Mediterranean Revival*. The Mediterranean Revival style is characterized and recognized by barrel tile roofs, richly painted stucco masonry façades, arched openings and windows, and the appearance of solidity and permanence. Mediterranean Revival style variations include Mission and Santa Fe, or Pueblo revival. General characteristics and elements:
  - i. The roofs are generally shallow sloped hipped or gabled roofs (3:12 to 6:12).
  - ii. The building has irregular massing with a variety of shapes and heights.
  - iii. The building has eclectic ornamentation.
  - iv. The building has arcades, loggias, balconies, porches, and courtyards.
  - v. Windows and doors are generally of vertical or square proportions, sometimes with arches and ornamentation. The openings are deep and cast shadows which give the impression of thickness and solidity.
  - vi. Brackets, balconies, shutters and other supporting elements are usually wood or iron.

(Ord. No. 1130, § 1(Exh. A), 5-5-2020; Ord. No. 1159, pt. 1(Exh. A), 5-11-2021)

# EXHIBIT B

INSTR # 1648313  
OR BK 01749 PG 1686  
RECORDED 04/03/2003 12:10:00 PM  
MARSHA EWING  
CLERK OF MARTIN COUNTY FLORIDA  
DEED DOC TAX 0.70  
RECORDED BY L Pinera

*Prepared By and Return To:*  
**TERENCE P. MCCARTHY, ESQ.**  
**McCARTHY, SUMMERS, BOBKO,**  
**WOOD, SAWYER & PERRY, P.A.**  
**2400 S.E. Federal Highway, 4<sup>th</sup> Floor**  
**Stuart, Florida 34994**

## **EASEMENT AGREEMENT (ACCESS)**

**THIS EASEMENT AGREEMENT** is made and entered into by and between **WTS, INC.**, a Florida corporation, whose mailing address is P.O. Box 1668, Stuart, Florida 34997 ("Grantor") and **TOUSA HOMES, INC.**, a Florida corporation, whose mailing address is 123 N.W. 13<sup>th</sup> Street, Suite 300, Boca Raton, Florida 33432 (Grantee).

### **WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real property more particularly described as follows ("Grantor's Property"):

### **SEE EXHIBIT "A" ATTACHED HERETO**

**WHEREAS**, Grantee is the owner of certain real property located to the north of Grantor's Property as more particularly described as follows ("Grantee's Property"):

### **SEE EXHIBIT "B" ATTACHED HERETO**

**WHEREAS**, Grantor has agreed to convey to Grantee an easement for ingress/egress access, utilities and drainage purposes over a portion of the Grantor's Property for reasonable access and use for the benefit of the Grantee's Property; and

**WHEREAS**, the parties have determined that it is necessary and proper to enter into this Easement Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement for ingress/egress, access, drainage and utilities purposes over, through, under and across that property described as follows (the "Easement Area/and/or Entrance Easement"):



**SEE EXHIBIT "C" ATTACHED HERETO**

2. Purpose. The purpose of this grant of easement is to allow the Grantee's Property access to State Road 714 over, through, under and across the Easement Area. This grant of easement will allow the Grantee to provide to the Grantee's Property the essential public services provided by State Road 714.

3. Improvement and Maintenance. The Grantor hereby grants and conveys to the Grantee the right, power and ability to place and maintain such above-ground and below-ground improvements as are necessary to provide essential public services from State Road 714 to the Grantee's Property. This shall include the right of the Grantee to place pavement, utilities, drainage facilities, landscaping, guard houses and guard gates. All improvements placed within the Easement Area by the Grantee shall be maintained by the Grantee. In the event the Grantee does not maintain the improvements located within the Easement Area, the Grantor shall have the ability to notify the Grantee, or the Association (as defined below) if this Agreement has been assigned, in writing and if said improvements are still not maintained then the Grantee may perform such maintenance and the costs of such maintenance shall be a lien against the property described in Exhibit "B".

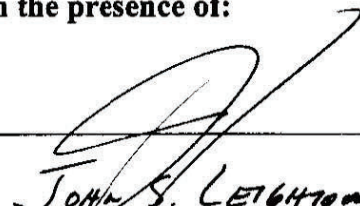
4. Ad Valorem Taxes. The Grantee shall pay the Ad Valorem taxes associated with the Easement Area.

5. Retention of Rights/Modification. The Grantor retains the right to use the Easement Area for all purposes, provided that such use does not unreasonably interfere with the rights of the Grantee granted hereunder. The Grantor may use all paved roads located within the Easement Area for access to all improvements now or in the future located upon Grantor's Property and Grantor may tie into any drainage facilities or utility lines located within the Easement Area. It is the Grantee's intent, and the Grantor agrees that the rights, duties and obligations of the Grantee hereunder will be assigned in the future to Oakbrooke Estates Property Owners Association, Inc. (the "Association"). Upon such assignment to the Association all of the rights, duties and obligations hereunder shall inure to the benefit of the Association. Prior to the assignment contemplated herein, this Agreement may be modified by the Grantor and the Grantee hereunder without the joinder of the Association. After the assignment as contemplated herein, this Agreement may be modified by the Grantor and the Association without the joinder of the Grantee.

6. Covenant Running With the Land. This easement and all of the terms and conditions set forth herein shall be deemed covenants running with the Easement Area and shall be binding upon all future owners of such property, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents the 24 day of March, 2003.

Signed, sealed and delivered  
in the presence of:

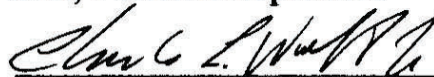
  
\_\_\_\_\_  
John S. Leighow, III  
Printed Name

Grantor:

WTS, INC., a Florida corporation

By:

Its:

  
\_\_\_\_\_  
V. Poosi



D. H. McCAND. H. McCAN

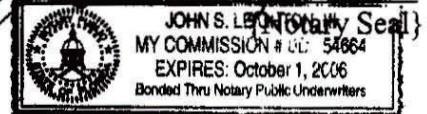
Printed Name

STATE OF FLORIDA  
COUNTY OF MARTIN

THE FOREGOING INSTRUMENT was acknowledged before me this 24 day of March 2003, by Charles L. Wauff, Jr., V.P. of WTS, INC., a Florida corporation, on behalf of the corporation, who [ ☒ ] is personally known to me or [ ☐ ] has produced \_\_\_\_\_ as identification.

My Commission Expires: 10/1/06

Notary Public

Printed Name of Notary John S. Leighton III

Grantee:

TOUSA HOMES, INC., a Florida corporation

By: [Signature]Its: VICE-PRESIDENTJanet McCoy  
JANET MCCOY

Printed Name

Sheela J PoitiShelba J Poiti

Printed Name

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 1st day of April, 2003, by Armando A. Chaves, Vice Pres. of Tousa Homes, Inc., a Florida corporation, a Florida corporation on behalf of the corporation. He/She [ ☒ ] is personally known to me or [ ☐ ] has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day ofApril, 2003

Notary Public

Printed Name: TRICIA D. Spongia

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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Copy

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**TRACT 58, SECTION 18, TOWNSHIP 38 SOUTH, RANGE  
41 EAST, PALM CITY FARMS, ACCORDING TO THE  
PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 42,  
OF THE PUBLIC RECORDS OF PALM BEACH (NOW  
MARTIN) COUNTY, FLORIDA, LYING NORTH OF SR 714  
AND WEST OF PALM CITY SCHOOL AVENUE.**

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**EXHIBIT "B"**

**GRANTEE'S PROPERTY**

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Copy

Copy

## EXHIBIT "B"

## PARCEL I

Commence at the northeast corner of Tract 43, Section 18, PALM CITY FARMS, according to the plat thereof as filed in the office of the clerk of Palm Beach, now Martin County, Florida in Plat Book 6, page 42, Martin County, Public Records.

Proceed South 89° 43' 28" West 100.00 feet to the Point of Beginning; thence

- 1 - South 00° 23' 40" East 578.15 feet; thence
- 2 - South 30° 36' 10" West 97.09 feet; thence
- 3 - South 89° 43' 58" West 516.33 feet; thence
- 4 - South 00° 20' 58" East 661.40 feet; thence
- 5 - South 89° 44' 29" West 366.84 feet more or less to the center line of Danforth Creek at its intersection with the South line of tract 55 according to the above referenced plat of PALM CITY FARMS, thence
- 6 - In an northeasterly direction along said Creek center line 715.00 feet more or less to the south line of tract 42 according to the aforesaid plat; thence
- 7 - Continue in a northeasterly direction along the center line of Danforth Creek 703.4 feet more or less to the north line of tract 43 according to the aforesaid plat; thence
- 8 - North 89° 43' 28" East along said north line of tract 43 a distance of 522.00 feet more or less to the Point of Beginning.

## PARCEL II

Begin at the northeast corner of the southeast quarter of the northeast quarter of the southwest quarter of Section 18, Township 38 South, Range 41 East, Martin County, Florida.

- 1 - South 00° 26' 16" East along the west line of Palm Lake Estates 661.60 feet; thence
- 2 - Continue along the west line of Palm Lake Estates, South 00° 26' 16" East 225.26 feet; thence
- 3 - South 89° 35' 45" West along the north right-of-way line of 34th Street (60 feet wide) 666.50 feet; thence

EXHIBIT "B"  
(EXHIBIT A CONTINUED)

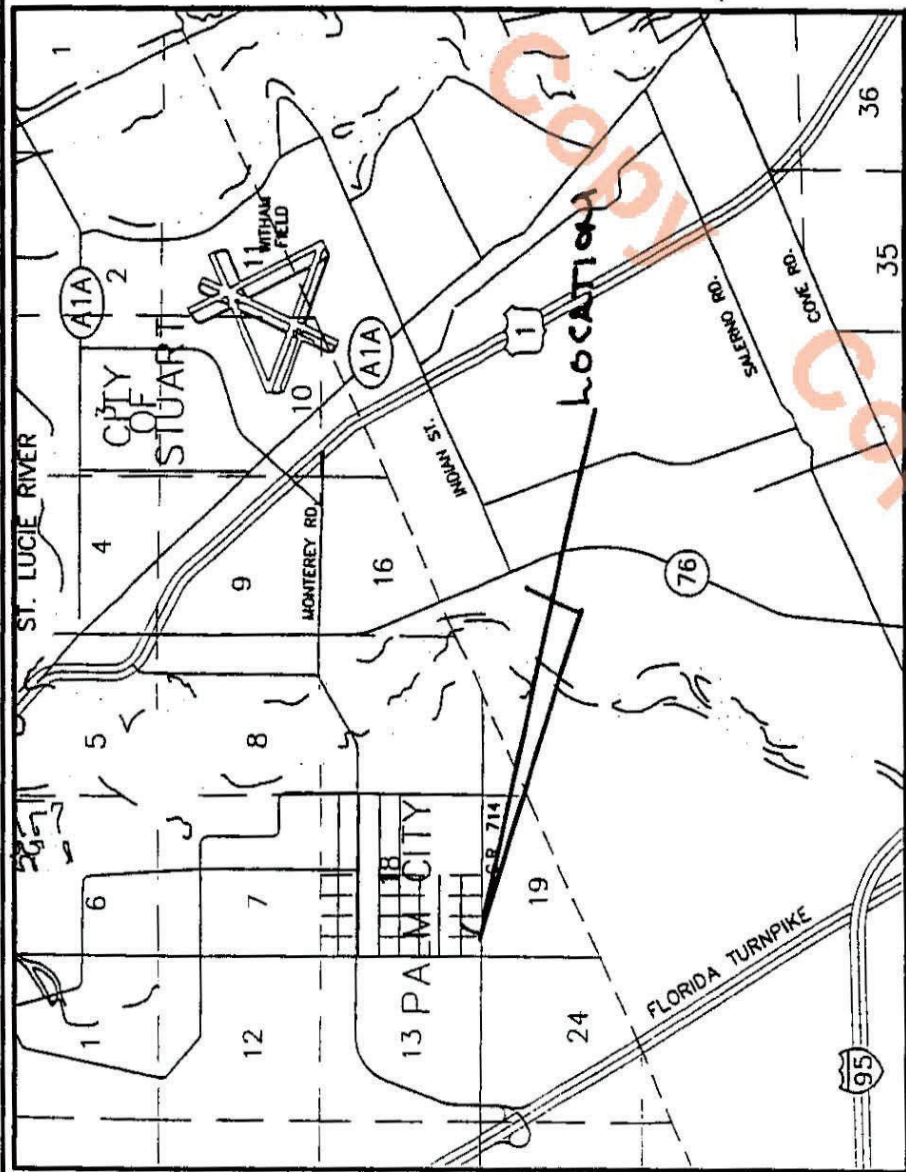
- 4 - North  $00^{\circ} 23' 34''$  West 226.85 feet; thence
- 5 - South  $89^{\circ} 43' 58''$  West 150.00 feet; thence
- 6 - North  $30^{\circ} 36' 10''$  East 97.09 feet; thence
- 7 - North  $00^{\circ} 23' 40''$  East 578.15 feet; thence
- 8 - North  $89^{\circ} 43' 28''$  East 100.00 feet; thence
- 9 - North  $89^{\circ} 43' 28''$  East 665.83 feet to the Point of Beginning



**EXHIBIT "C"**

**EASEMENT**

Copy  
Copy  
Copy



**Clerk's Note:**  
Legibility of this document  
determined to be substandard

### CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON MAY 13, 1998, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.  
SURVEYORS AND MAPPERS

*[Signature]*  
ELIZABETH A. LINDSAY, P.L.S.  
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE AND  
ORIGINAL RAISED SEAL OF FLORIDA LICENSED  
SURVEYOR AND MAPPER

### NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON ASSUMED MERIDIAN. REFERENCE A BEARINGS OF S89°50'05"E ALONG THE SOUTH LINE OF SECTION 18.
2. THIS IS NOT A BOUNDARY SURVEY.

**B** BETSY LINDSAY, INC.  
SURVEYING AND MAPPING  
204 NORTH US HIGHWAY NO. 1, TALLAHASSEE, FLORIDA 32304  
(904) 875-8275 (904) 875-8244 FAX  
LICENSED BUSINESS NO. 0631

DATE: 5/13/02  
SCALE: 1" = 100'  
FIELD NO.:  
DRAWN BY:  
CHECKED BY: *[Signature]*

THE GARDENS ON DANFORTH, LTD  
PALM CITY, FLORIDA

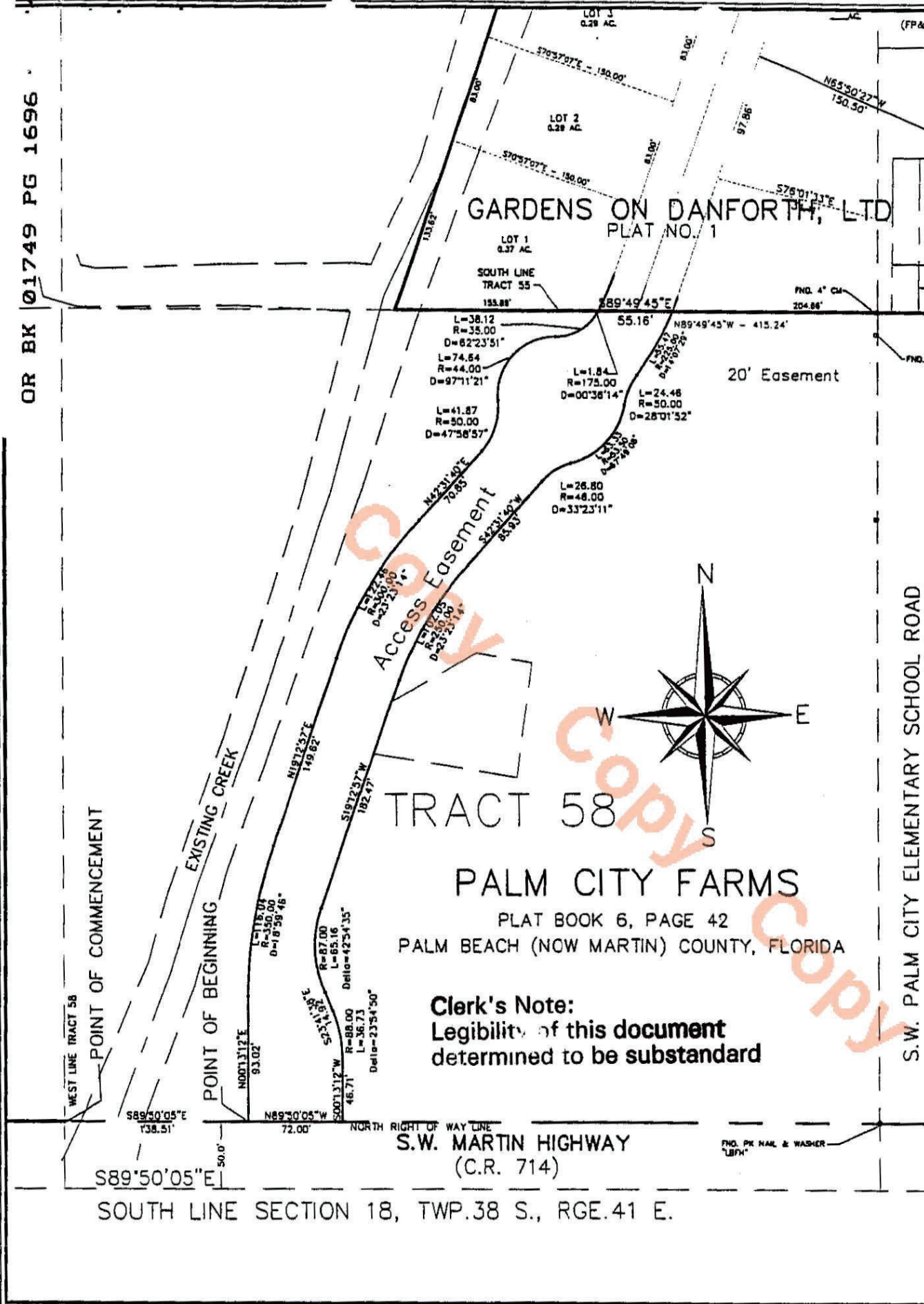
**SKETCH AND LEGAL DESCRIPTION  
ACCESS EASEMENT**

DATE	REVISIONS

SHEET NO. 1  
OF 3 SHEETS  
PROJECT NO. 01-14

EXHIBIT "C"





**B** **BETSY LINDSAY, INC.**  
SURVEYING AND MAPPING  
208 NORTH US HIGHWAY NO 1 TECOLETTA, FLORIDA 32480  
(904)575-3275 (904)575-4234 FAX  
LICENSED SURVEYOR NO. 69432

DATE 5/13/02  
SCALE 1" = 100'  
FIELD BK.  
DWNG. BY  
CHECKED BY CAL

THE GARDENS ON DANFORTH, LTD  
PALM CITY, FLORIDA

**SKETCH AND LEGAL DESCRIPTION  
ACCESS EASEMENT**

**DATE REVISIONS**

SHEET NO. 3  
OF 3 SHEETS  
PROJECT NO.  
01-14



# LEGAL DESCRIPTION

## ACCESS EASEMENT

**Clerk's Note:**  
Legibility of this document  
determined to be substandard

A PARCEL OF LAND BEING A PORTION OF TRACT 58, SECTION 18, TOWNSHIP 38 SOUTH, RANGE 41 EAST OF THE PLAT OF "PALM CITY FARMS" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 42 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT 58 WITH THE NORTHERLY RIGHT OF WAY LINE OF C.R. 714; SAID NORTHERLY RIGHT OF WAY LINE BEING 50.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 18; THENCE S89°50'05"E ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 138.52 FEET TO THE POINT OF BEGINNING; THENCE N00°13'12"E, A DISTANCE OF 93.02 FEET TO A POINT OF CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 18°59'46"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 116.04 FEET; THENCE N19°12'57"E, A DISTANCE OF 149.62 FEET TO THE POINT OF CURVE OF CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 23°23'14", A DISTANCE OF 122.46 FEET; THENCE N42°31'40"E, A DISTANCE OF 70.85 FEET TO A POINT OF CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 47°58'57"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 41.87 FEET TO A POINT OF REVERSE CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET AND A CENTRAL ANGLE OF 97°11'21"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 74.64 FEET TO A POINT OF REVERSE CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 62°23'51"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 38.12 FEET TO A POINT OF COMPOUND CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 00°36'14"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 1.84 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF "THE GARDENS ON DANFORTH, LTD. PLAT NO. 1; THENCE S89°49'45"E ALONG SAID SOUTH LINE, A DISTANCE OF 55.16 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, SAID POINT BEARING N67°59'55"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°07'29", A DISTANCE OF 55.47 FEET TO A POINT OF REVERSE CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 28°01'52"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 24.46 FEET TO A POINT OF REVERSE CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 53.50 FEET AND A CENTRAL ANGLE OF 67°49'08"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 63.33 FEET TO A POINT OF REVERSE CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 46.00 FEET AND A CENTRAL ANGLE OF 33°23'11"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 26.80 FEET; THENCE S42°31'40"W, A DISTANCE OF 85.93 FEET TO A POINT OF CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 23°23'14"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 102.05 FEET; THENCE S19°12'57"W, A DISTANCE OF 182.47 FEET TO A POINT OF CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET AND A CENTRAL ANGLE OF 42°54'35"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 65.16 FEET; THENCE S23°41'38"E, A DISTANCE OF 14.92 FEET TO A POINT OF CURVATURE WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 88.00 FEET AND A CENTRAL ANGLE OF 23°54'50"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 36.73 FEET; THENCE S00°13'12"W, A DISTANCE OF 46.71 FEET; THENCE N89°50'05"W, A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 39,541.60 SQUARE FEET OR 0.9078 ACRES, MORE OR LESS.

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS.

**BETSY LINDSAY, INC.**  
SURVEYING AND MAPPING

FOR NORTH FLORIDA HIGHWAY NO. 1 TROUBLESHOOTING, FLORIDA 32048  
(904) 575-5375 (904) 575-4344 FAX  
LICENSED BUSINESS NO. 0652

DATE 5/13/02  
SCALE 1" = 100'  
FIELD BY  
DRAWN BY  
CHECKED BY

THE GARDENS ON DANFORTH, LTD.  
PALM CITY, FLORIDA

SKETCH AND LEGAL DESCRIPTION  
ACCESS EASEMENT

DATE REVISIONS

SHEET NO. 2  
OF 3 SHEETS  
PROJECT NO. 01-14



# EXHIBIT C

## Vacant Land Contract

- 1 **1. Sale and Purchase ("Contract"):** \_\_\_\_\_  
2 ("Seller") and Martin County, a political subdivision of the State of Florida  
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
4 described as:  
5 Address: 3500 SW Palm City School Ave., Palm City, FL  
6 Legal Description: \_\_\_\_\_  
7 Tract 58 in 18-38-41, Palm City Farms PB 6/42, Palm Beach (Now Martin) County, FL.  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 SEC 18 /TWP / 38 /RNG 41 of Martin County, Florida. Real Property ID No.: 18-38-41-000-058-00000-4  
12 including all improvements existing on the Property and the following ~~additional property~~: conveyance via donation  
13 that portion of the property west of SW Newberry Ct. to Martin County for stormwater and drainage purposes.
- 14 **2. Purchase Price:** (U.S. currency) ..... \$ \_\_\_\_\_  
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
16 Escrow Agent's Name: Robert A. Burson, PA  
17 Escrow Agent's Contact Person: Bob Burson  
18 Escrow Agent's Address: PO Box 1620, Stuart, FL 34995  
19 Escrow Agent's Phone: 772-286-1616  
20 Escrow Agent's Email: jo@robertburson.com
- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)  
22 ☐ accompanies offer  
23 ☐ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
24 after Effective Date ..... \$ \_\_\_\_\_
- 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
26 ☐ within \_\_\_\_\_ days (10 days if left blank) after Effective Date ..... \$ \_\_\_\_\_  
27 ☐ within \_\_\_\_\_ days (3 days if left blank) after expiration of Due Diligence Period ..... \$ \_\_\_\_\_
- 28 (c) Total Financing (see Paragraph 6) (Express as a dollar amount or percentage) ..... \$ \_\_\_\_\_  
29 (d) Other: ..... \$ \_\_\_\_\_  
30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
31 to be paid at closing by wire transfer or other collected funds ..... \$ \_\_\_\_\_
- 32 (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
33 unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_  
34 prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the  
37 calculation: \_\_\_\_\_
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
39 ~~delivered to all parties~~ on or before \_\_\_\_\_, this offer will be withdrawn and Buyer's deposit, if  
40 any, will be returned. ~~The time for acceptance of any counter offer will be 3 days after the date the counter offer is~~  
41 ~~delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer~~  
42 **has signed or initialed and delivered this offer or the final counter-offer.**
- 43 **4. Closing Date:** This transaction will close on on or before 60 days ("Closing Date"), unless specifically  
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,  
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,  
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

VAC-14xxx Rev 8/24

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

**6. Financing: (Check as applicable)**

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_% ☐ an adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located. It will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as an additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Closing Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_ which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

**7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

**8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) \_\_\_\_\_, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. ~~Seller will deliver to Buyer,~~ at

(Check one) ☐ **Seller's** ☐ **Buyer's** expense and

(Check one) ☒ within 15 days after Effective Date ☐ at least \_\_\_\_\_ days before Closing Date,

(Check one)

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. ~~**Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**.~~ **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.



(2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 30 days before closing) and brokerage fees to ~~Broker as per Paragraph 21.~~ In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed

Recording fees for documents needed to cure title

~~Title evidence (if applicable under Paragraph 8)~~

Estoppel Fee(s)

Other: \_\_\_\_\_

(b) **Buyer Costs:**

~~Taxes and recording fees on notes and mortgages~~

~~Recording fees on the deed and financial statements~~

~~Loan expenses~~

Title evidence (if applicable under Paragraph 8)

~~Lender's title policy at the simultaneous issue rate~~

Inspections

Survey

Insurance

Other: \_\_\_\_\_

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

**11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

**12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

**13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, surrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

**14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. ~~Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist.~~ Any notice, document, or item delivered to or received by an attorney or licensee (including transactions broker) representing a party will be as effective as if delivered to or received by that party.

**15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. ~~Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.~~ Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

**16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

from ~~Seller's~~ breach and may seek to recover such damages or seek specific performance. ~~Seller will also be~~  
~~liable for the full amount of the brokerage fee.~~

(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract,  
including payment of deposit(s), within the time(s) specified, ~~Seller may elect to recover and retain the~~  
~~deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,~~  
~~consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer~~  
~~will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in~~  
~~equity to enforce Seller's rights under this Contract.~~

~~17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to~~  
~~recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting~~  
~~the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.~~

**18. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively  
"Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing  
brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person  
for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this  
Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees  
and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed  
funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

~~19. **Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations~~  
~~that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this~~  
~~Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor~~  
~~reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,~~  
~~property condition, environmental, and other specialized advice. Buyer acknowledges that all representations~~  
~~(oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely~~  
~~solely on Seller, professional inspectors, and government agencies for verification of the Property~~  
~~condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and~~  
~~expenses, including reasonable attorneys' fees at all times, incurred by Broker and Broker's officers, directors,~~  
~~agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform~~  
~~contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors,~~  
~~agents, and employees from all liability for legal damage based on (i) Seller's or Buyer's misstatement or failure~~  
~~to perform contractual obligations; (ii) use or display of listing data by third parties, including, but not limited to,~~  
~~photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related~~  
~~to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of~~  
~~services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or~~  
~~retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any~~  
~~vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors.~~  
~~This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be~~  
~~treated as a party to this Contract. This Paragraph will survive closing.~~

~~20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by~~  
~~Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales~~  
~~Commission Lien Act provides that when a broker has earned a commission by performing licensed services~~  
~~under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the~~  
~~broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.~~

**21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**  
**closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage  
fees as specified in separate brokerage agreements with the parties and cooperative agreements between the  
Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be  
used to modify any offer of compensation made by Seller or listing broker to cooperating brokers.

Seller's Sales Associate/License No. \_\_\_\_\_

Buyer's Sales Associate/License No. \_\_\_\_\_

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

**22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract

(Check if applicable):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other

**23. Additional Terms:**

A. During the feasibility study period, Buyer shall have the sole, absolute, complete and unconditional right for any reason whatsoever, and without cause or obligation to state a cause, to terminate this contract by delivering such written notice of such termination to the seller prior to the expiration date.

B. Seller is solely responsible for the fulfillment of payment obligations to sellers realtor/broker as the County does not pay commissions.

C. This contract shall first be conditionally executed by the Martin County Administrator, or designee on behalf of the buyer. The condition shall be the acceptance by Seller and subsequent approval by the Martin County Board of County Commissioners.

D. This Contract is contingent upon approval of Martin County Board of County Commissioners.

E. The execution of final sale documents and the closing of this transaction are contingent upon final approval of the Martin County Board of County Commissioners.

F. In any litigation by this Contract, each party shall bear their own costs and fees, including attorney fees and shall survive closing or termination of the contract.

#### COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.]

This Contract continues with Line 367 on Page 8 of 8.]



367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before  
368 signing.

369 ATTENTION: SELLER AND BUYER

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023  
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers  
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian  
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the  
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**  
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**  
377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378  
379 **Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_  
380 Print name: \_\_\_\_\_

381 **Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_  
382 Print name: \_\_\_\_\_

383 **Buyer's** address for purpose of notice:  
384 Address: \_\_\_\_\_  
385 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

386 **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_  
387 Print name: \_\_\_\_\_

388 **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_  
389 Print name: Martin County Board of County Commissioners - Administrator or Designee

390 **Seller's** address for purpose of notice:  
391 Address: 2401 SE Monterey Rd., Stuart, Florida 34996  
392 Phone: 772-221-2354 Fax: \_\_\_\_\_ Email: csegura@martin.fl.us

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VAC-14xxx Rev 8/24

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