



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

RESOLUTION NUMBER 20-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE FIRST AMENDMENT TO THE 2011 FUNDING AGREEMENT WITH MARTIN COUNTY THAT AUTHORIZED THE PURCHASE OF 51.4 ACRES OF REAL PROPERTY KNOWN AS THE HANEY CREEK WATERSHED PRESERVE, WHICH WILL RESCIND THE CARVE-OUT OF THE 1.97 ACRE COMMERCIAL PORTION OF THE PROPERTY ALLOWING THE 1.97 ACRES TO BE USED FOR CONSERVATION PURPOSES ALONG WITH THE ADJOINING HANEY CREEK WATERSHED PRESERVE; PROVIDING FOR AN EFFECTIVE DATE; FOR OTHER PURPOSES.

* * * * *

WHEREAS, in 2011, the City and Martin County (the “County”) entered into a Funding Agreement to co-purchase approximately 51.4 acres of property for conservation and recreation within the City limits and in accordance with County Ordinance 711 (the “Haney Creek Preserve”), the 2011 Funding Agreement is attached hereto as Exhibit “A”; and

WHEREAS, on November 8, 2011, a majority of voters approved a City referendum directing the City to carve-out approximately 2 acres of the Haney Creek Preserve located on U.S. Highway 1 for commercial purposes to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Preserve (the “Carve-Out Parcel”), a map depicting Haney Creek Preserve and the Carve-Out Parcel is attached hereto as Exhibit “B”; and

WHEREAS, since 2011, the City has paid for all improvements, maintenance and management of the Haney Creek Preserve from its general fund, and to date, the City has not found any acceptable commercial use for the Carve-out Parcel; and

WHEREAS, the City desires to abandon the covenant to use the Carve-out Parcel for commercial purposes in favor of combining the Carve-out Parcel with the rest of the Haney Creek Preserve to be used for conservation purposes in accordance with its Future Land Use Map and Zoning, subject to approval by the County and approved referendum in the upcoming August 18, 2026 Election Day; and

WHEREAS, in order to change the use of the Carve-Out Parcel from commercial to conservation and eliminate the requirement that its commercial revenue be used for perpetual maintenance for the Haney Creek Preserve, the 2011 Funding Agreement between the City and Martin County must be amended to reflect the parties’ desires.

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

SECTION 1: The above referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The City Commission hereby approves the First Amendment to the Funding Agreement with Martin County; a draft of the First Amendment to the Funding Agreement is attached hereto as Exhibit “C.”

SECTION 3: The final First Amendment to the Funding Agreement with Martin County shall be signed by the Mayor, or his designee and then be provided to the County for their consideration and execution.

SECTION 4: This resolution shall take effect upon adoption.

Commissioner GIOBBI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

CHRISTOPHER COLLINS, MAYOR
 SEAN REED, VICE MAYOR
 EULA R. CLARKE, COMMISSIONER
 LAURA GIOBBI, COMMISSIONER
 CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
	N		

ADOPTED this 23rd day of March, 2026.

ATTEST:

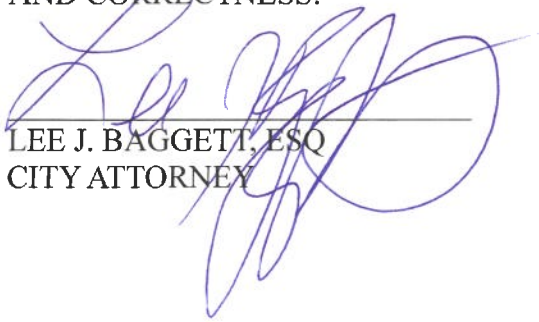


MARY R. KINDEL, MMC
CITY CLERK

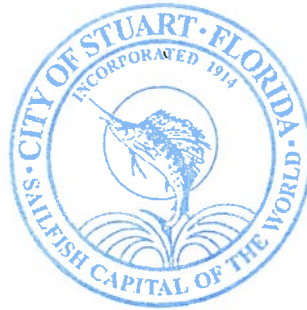


CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



LEE J. BAGGETT, ESQ
CITY ATTORNEY



**FUNDING AGREEMENT
BETWEEN
THE CITY OF STUART
AND
MARTIN COUNTY
(HANEY CREEK)**

THIS AGREEMENT (the "Agreement") is made and entered into as of this 14th day of June, 2011, by and between **the City of Stuart, a municipal corporation of the State of Florida (the "City")** and **Martin County, a political subdivision of the State of Florida (the "County")**.

BACKGROUND AND OBJECTIVES

WHEREAS, the City is a municipal corporation of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with the County for the purposes set forth herein; and

WHEREAS, the County is a political subdivision of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with the City for the purposes set forth herein; and

WHEREAS, effective as of May 6, 2011, the City, as Buyer, and **TCoast Holdings, LLC, a Florida limited liability company, as Sellers**, entered into that certain Agreement to Purchase and Sell Real Estate (the "Agreement") for the acquisition of Haney Creek Parcel located within the City of Stuart in Martin County consisting of approximately 51.4 acres more or less, for Three Million Eight Hundred Twenty- Five Dollars (\$3,825,000.00), and

WHEREAS, the City has determined, subject to referendum, that it will use two acres, more or less, (located adjacent to US1) (the "Carve-out Parcel") of the 51.4 acres for commercial purposes in order to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Parcel and adjoining conservation lands; and

WHEREAS, the City applied to the County Land Acquisition Selection Committee ("LASC") to receive funds from the Martin County Half-Cent Sales Tax, pursuant to Martin County Ordinance No. 711 to acquire environmentally significant land for the purpose of preserving, conserving and restoring the St. Lucie River and to provide connections and wildlife corridors between publicly owned parks and conservation land; and

WHEREAS, on April 12, 2011, the Martin County Board of County Commissioners received and approved the recommendation of the LASC to provide fifty (50%) percent matching funds to partner with the City to fund the purchase of the Haney Creek Parcel; and

WHEREAS, the City further met the requirements of Ordinance 711 by providing fifty percent (50%) matching funds towards the purchase of the Haney Creek Parcel; and

WHEREAS, the City will also convey, at no cost, to the County a fifty percent (50%) interest in a 1.63 acre parcel that is connected to Wright Boulevard (the "Flag Parcel"), which Flag Parcel is contiguous to the Haney Creek Parcel and has previously been improved with a parking lot that will be used to provide public access; and

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

1. COUNTY'S CONTRIBUTION

1.1 The above recitals in the "Background and Objectives" section are true and correct, and incorporated herein.

1.2 The County will provide a contribution to the City for the City's acquisition of 49.4 acres, more or less, (hereinafter described as the Property), as described in Exhibit "A" attached hereto and made a part hereof, in the amount of One Million Eight Hundred Thirty Seven Thousand Five Hundred and 00/100 (\$1,837,500.00) and the County will receive a fifty (50%) percent undivided interest in the Parcel.

2. COUNTY CLOSING PROCEDURE

2.1 The City will cooperate with the County in order to receive the Half-Cent Sales Tax funding by providing the following documents to the County for review and approval prior to the Closing set forth in section 2.3 below.

a. A fully executed copy of the Agreement for Purchase and Sale between the City and TCoast Holdings, LLC, a Florida limited liability company.

b. A fully executed copy of this Funding Agreement between the City and Martin County.

c. The proposed closing statement.

d. The proposed Special Warranty Deed from TCoast Holdings, LLC, a Florida limited liability company conveying a fifty percent (50%) undivided interest in the Property to the City of Stuart, and a fifty percent (50%) undivided interest in the Property to Martin County.

e. The proposed Special Warranty Deed, at no consideration, from the City conveying a fifty percent (50%) undivided interest in the Flag Parcel as described in Exhibit "B" attached hereto and made a part hereof to Martin County, at no cost.

121 SW Flagler Avenue
Stuart, Florida 34994

County: Martin County Board of County Commissioners
ATTN.: Taryn Kryzda, County Administrator
2401 SE Monterey Road
Stuart, Florida 34996

or to such other address as may hereafter be provided by the parties in writing. Notices sent registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

4. TERM OF AGREEMENT; EXTENSION; TERMINATION

4.1 This Agreement shall be in effect for an initial term of five (5) years ("Term"), commencing on the date of execution by the last party to sign.

4.2 This Agreement may be extended upon the same terms and conditions by mutual written agreement of both parties.

4.3 This Agreement shall terminate automatically unless the same is extended by mutual written agreement prior to the expiration date of this Agreement. In addition any other provisions which by their terms survive the expiration or termination of this Agreement, sections 7, 8 and 9 survive the expiration or termination of this Agreement.

5. AUTHORITY OF PARTIES TO ENTER INTO AGREEMENT

5.1 The City represents that (1) this Agreement has been duly authorized, executed and delivered by the Mayor of the City of Stuart, and (2) it has the required power and authority to perform this Agreement.

5.2 The County represents that (1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of Martin County, and (2) it has the required power and authority to perform this Agreement.

6. AVAILABILITY OF FUNDING

This Agreement is subject to the availability of funding by the parties and does not obligate future appropriations for the obligations created herein.

7. TRANSFER OF THE PROPERTY AND DEDICATION/CERTIFICATION.

The County or City shall not sell, transfer or convey any right, title, or interest in the Property or create any lien or encumbrance or otherwise alter or encumber title to the Property without the prior written consent of the City and the County.

8. MANAGEMENT OF ACQUIRED PROPERTY

8.1 The managing agency for the Property shall be the City.

8.2 A management plan with respect to the Property and the Flag Parcel (hereinafter described as the "Site") shall be prepared by the City. The management plan shall provide for all aspects of the improvement, use, management, and operation of the Site, including land uses that are compatible with the restoration goals and purposes, conservation and appropriate public recreational uses where such recreational uses are compatible with conservation requirements. The management plan shall include provisions for passive recreation, such as: (a) conducting limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails; and (b) construction and maintenance of passive public use facilities for the purpose of educating the public or allowing public access and recreation which have minimal or no impact on natural resources; and (c) placing signs and markers as necessary to identify trails, restoration areas, or other site features related to public use and land management activities; and (d) construction and maintenance to the extent allowed by current and future permits, at grade, management roads, fire breaks, trails, walkways, piers, observation platforms or boardwalks necessary to provide public access and management activities as provided for in the site's management plan; and (e) removal or killing by any lawful means, exotic or nuisance vegetation or animal species, conducting prescribed burns and conducting other management activities necessary to carry out management for conservation purposes; and (f) conducting restoration and enhancement projects which do not conflict with the purpose of this Agreement. A management plan with respect to the Site shall not become final until reviewed and approved in writing by the County. Any modification to the management plan with respect to the Site shall also require the approval of the County. The City shall be responsible, at its expense, for the construction, maintenance, and rehabilitation of any facilities or improvements on the Site for conservation, recreation or public access, including those required pursuant to the management plan for the Site. The City shall provide its proposed management plan to the County prior to June 14, 2012. The management plan shall require the City to change the Comprehensive Plan Future Land Use Map designation and zoning district of the Property to the conservation Future Land Use Map designation and the "P- Public Service" zoning district.

8.3 The City agrees that any and all revenue, other than taxes, received by the City from sale, lease or otherwise, from the Carve-out Parcel shall be perpetually and exclusively used for the improvement, use, management and operation of the Site and adjoining conservation parcels (see Exhibit "C"). All such improvement, maintenance, and operation shall comply with Martin County Ordinance 711 (see Exhibit "D"). In the event the revenue exceeds the expenses for the improvement, use, management and operation of the site, then the expenditure of any such surplus revenue shall be subject to the prior agreement of the City and County, which agreement shall not be unreasonably withheld or denied.

8.4 The City shall annually provide the County with an accounting of all revenues received from the Carve-out Parcel and the use of those revenues.

9. DISPUTE RESOLUTION

In the event a dispute arises concerning any provision of this Agreement, which the parties cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial and shall be selected by the parties. The cost of the mediation shall be borne equally by the parties. In the event the parties are unable to resolve their dispute through mediation, they shall have the right to pursue whatever remedies are available at law or in equity.

10. ADDITIONAL PROVISIONS

The provisions in this Agreement, and the obligations of the parties hereto under this Agreement may be modified or amended by mutual written agreement of the parties.

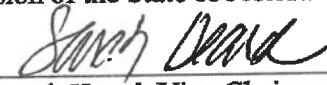
11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

ATTEST:


Marsha Ewing, Clerk


MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS, a political
subdivision of the State of Florida

By 
Sarah Heard, Vice-Chairman

Approved as to form and correctness:

By: 
Stephen Fry, County Attorney

ATTEST:


Cheryl White, City Clerk

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

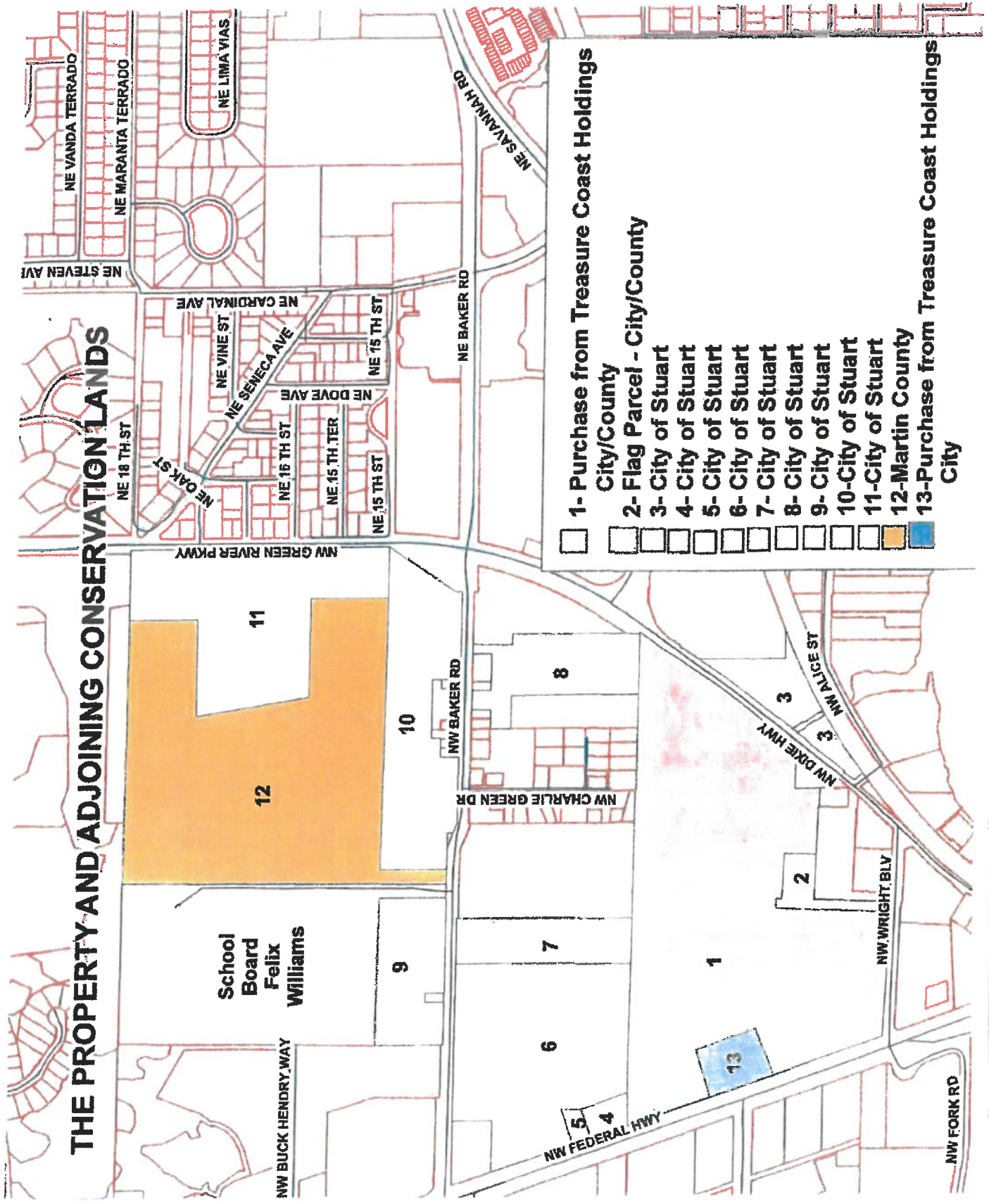
By: 
Mayor

Approved as to Form and
Correctness:

By: 
Paul J. Nicoletti, City Attorney



THE PROPERTY AND ADJOINING CONSERVATION LANDS



- 1- Purchase from Treasure Coast Holdings City/County
- 2- Flag Parcel - City/County
- 3- City of Stuart
- 4- City of Stuart
- 5- City of Stuart
- 6- City of Stuart
- 7- City of Stuart
- 8- City of Stuart
- 9- City of Stuart
- 10- City of Stuart
- 11- City of Stuart
- 12- Martin County
- 13- Purchase from Treasure Coast Holdings City

**FIRST AMENDMENT TO
THE FUNDING AGREEMENT
BETWEEN THE CITY OF STUART
AND
MARTIN COUNTY
(HANEY CREEK PRESERVE)**

THIS FIRST AMENDMENT TO THE JUNE 13, 2011 FUNDING AGREEMENT is made and entered into as of this _____ day of _____, 2026, by and between **the City of Stuart, a municipal corporation of the State of Florida (the "City") and Martin County, a political subdivision of the State of Florida (the "County")**.

RECITALS

WHEREAS, the City is a municipal corporation of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with other local governments for the purposes set forth herein; and

WHEREAS, in 2011, the City and the County agreed to purchase approximately 51.4 acres of property for conservation and recreation within the City limits and in accordance with County Ordinance 711(the "Haney Creek Preserve"); and

WHEREAS, on May 6, 2011, the City, as the buyer, entered into a real estate purchase agreement with TCoast Holdings, LLC for the acquisition of the Haney Creek Preserve consisting of approximately 51.4 acres of land within the City; and

WHEREAS, on June 14, 2011, the City and the County entered into an agreement referred to as the **FUNDING AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY** (hereinafter "2011 Agreement") and attached hereto with its original exhibits as Exhibit "1"; and

WHEREAS, on November 8, 2011, a majority of voters approved a City referendum directing the City to carve out and use approximately 2 acres of the Haney Creek Preserve which was located on U.S. Highway 1 for commercial purpose to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Preserve and other adjoining conservation lands (i.e. the "Carve-out Parcel"); and

WHEREAS, since 2011, the City has paid for all improvements, maintenance and management of the Haney Creek Preserve from its general fund, and to date, the City has not found any acceptable commercial use for the Carve-out Parcel; and

WHEREAS, both the City and the County desire to abandon the City's covenant to use the Carve-out Parcel for commercial purposes and convert the Carve-out Parcel to be used for conservation purposes in accordance with its Future Land Use Map and Zoning and to combine

the Carve-out Parcel with the remainder of the approximate 49.4 acres of the Haney Creek Preserve, subject to referendum by the City; and

WHEREAS, subject to passage of a 2026 referendum by the City, the City agrees to continue the maintenance, management and necessary improvements from its general funds, subject to the provisions of Section 6 of the 2011 Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and promises contained herein, the parties agree as follows:

1. The above-referenced recitals are true and correct, and incorporated as if fully set forth herein.
2. Section 3 of the 2011 Agreement is amended to read as follows:

3. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified, return receipt requested, or facsimile, to the parties as follows:

City: Stuart City Commission
 ATTN.: City Manager
 121 SW Flagler Avenue
 Stuart, Florida 34994

County: Martin County Board of County Commissioners
 ATTN.: County Administrator
 2401 SE Monterey Road
 Stuart, Florida 34996

or to such other address as may hereafter be provided by the parties in writing. Notices sent registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

3. Section 8 of the 2011 Agreement is amended to read as follows:

8. MANAGEMENT OF ACQUIRED PROPERTY

8.1 The managing agency for the Haney Creek Preserve shall be the City.

8.2 A management plan with respect to the Haney Creek Preserve and the Flag Parcel (hereinafter described as the "Site") shall be prepared by the City. The management plan shall provide for all aspects of the improvement, use, management, and operation of the Site, including land uses that are compatible with the restoration goals and purposes, conservation and appropriate public recreational uses where such recreational uses are compatible with conservation requirements. The management plan shall include provisions for passive recreation, such as: (a) conducting limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or

mulched walking trails; and (b) construction and maintenance of passive public use facilities for the purpose of educating the public or allowing public access and recreation which have minimal or no impact on natural resources; and (c) placing signs and markers as necessary to identify trails, restoration areas, or other site features related to public use and land management activities; and (d) construction and maintenance to the extent allowed by current and future permits, at grade, management roads, fire breaks, trails, walkways, piers, observation platforms or boardwalks necessary to provide public access and management activities as provided for in the site's management plan; and (e) removal or killing by any lawful means, exotic or nuisance vegetation or animal species, conducting prescribed burns and conducting other management activities necessary to carry out management for conservation purposes; and (f) conducting restoration and enhancement projects which do not conflict with the purpose of this Agreement. A management plan with respect to the Site shall not become final until reviewed and approved in writing by the County. Any modification to the management plan with respect to the Site shall also require the approval of the County. The City shall be responsible, at its expense, for the construction, maintenance, and rehabilitation of any facilities or improvements on the Site for conservation, recreation or public access, including those required pursuant to the management plan for the Site. The City shall provide its proposed management plan to the County prior to June 14, 2012. The management plan shall require the City to ensure the Comprehensive Plan Future Land Use Map designation and zoning district of the entire Haney Creek Preserve is Conservation Future Land Use Map designation and the "P- Public Service" zoning district.

8.3 Any and all improvement, maintenance, and operation of the Haney Creek Preserve shall comply with Martin County Ordinance 711 (see Exhibit "D").

4. Section 11 of the 2011 Agreement is amended to read as follows:

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An emailed copy of this First Amendment to the 2011 Agreement and any signatures hereon shall be considered for all purposes as originals.

5. This First Amendment to the 2011 Agreement is subject to referendum by the City at the 2026 elections on the question of whether the Carve-out Parcel shall be converted from commercial purposes to conservational and recreational purposes.
6. Except as amended herein, the remaining terms and conditions of the 2011 Agreement shall remain in full force and effect.
7. This First Amendment to the 2011 Agreement shall be filed with the Martin County Clerk of Circuit Court as required by Florida Statutes § 163.01.

ATTEST:

Carolyn Timmann, Clerk of Circuit
Court and Comptroller


MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS, a political
subdivision of the State of Florida

By: _____
Sarah Heard, Chairman

Approved as to form and correctness:

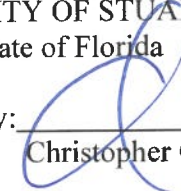
By: _____
Elyse Elder, County Attorney

ATTEST:



Mary R. Kindel, City Clerk

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

By: 

Christopher Collins, Mayor

Approved as to form and correctness:

By: Lee J. Baggett
Lee J. Baggett (Mar 25, 2020 09:30:14 EDT)

Lee J. Baggett, Esq. City Attorney

