

**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: \_\_\_\_\_  
Elysse 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

