

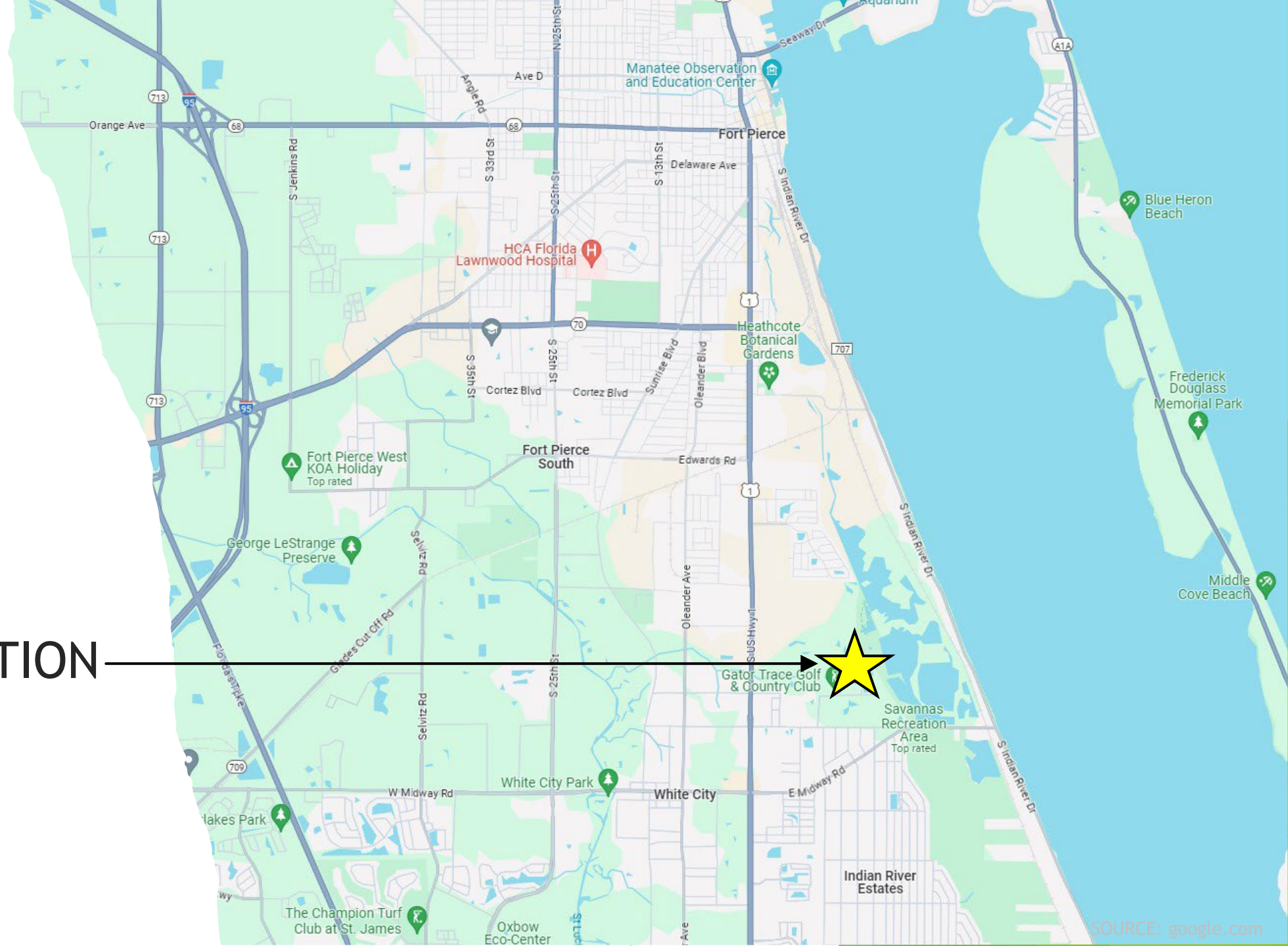


GATOR TRACE

on the **GREENS**

TOWNHOUSE DEVELOPMENT

PROJECT LOCATION







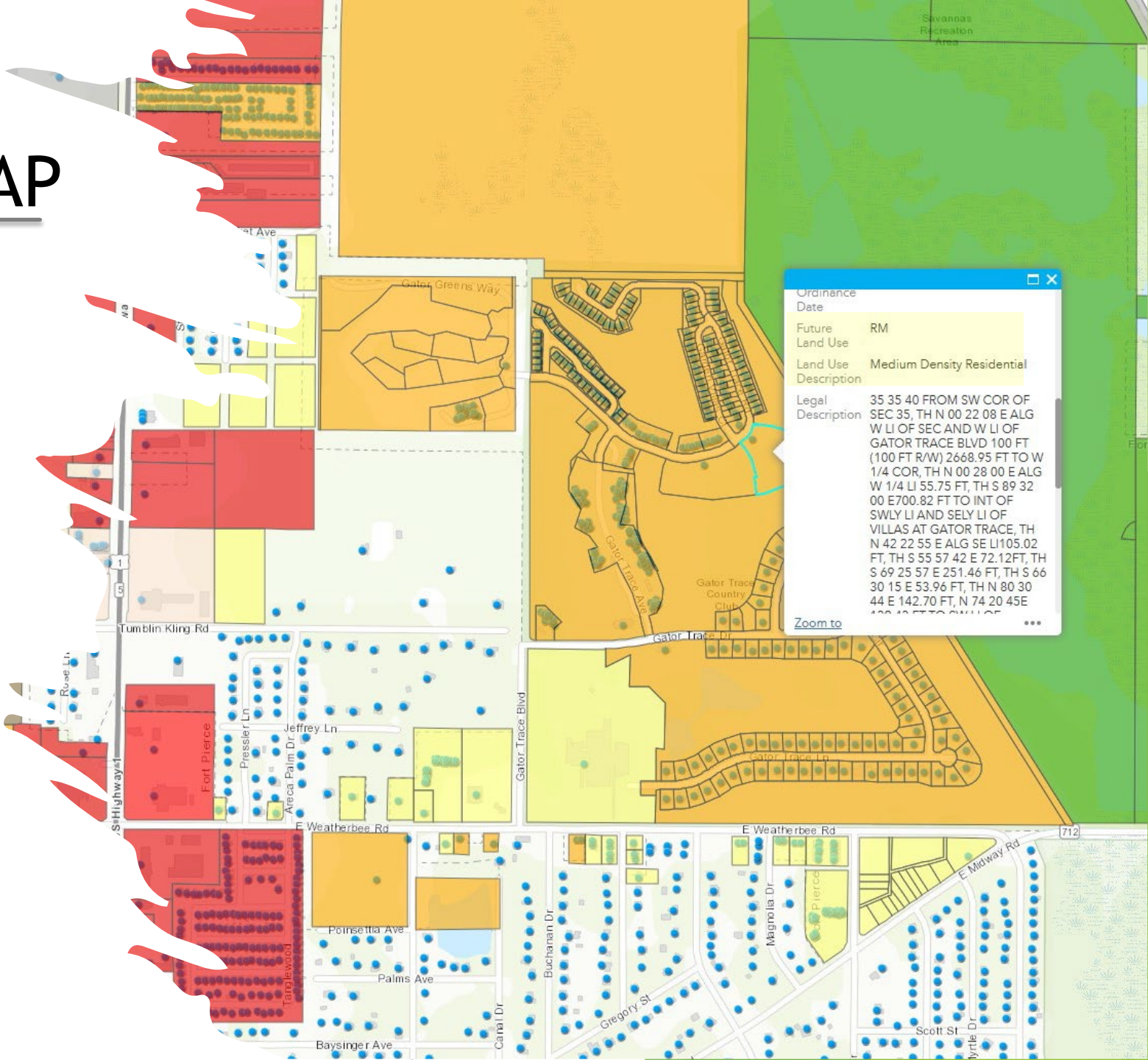






FUTURE LAND USE MAP

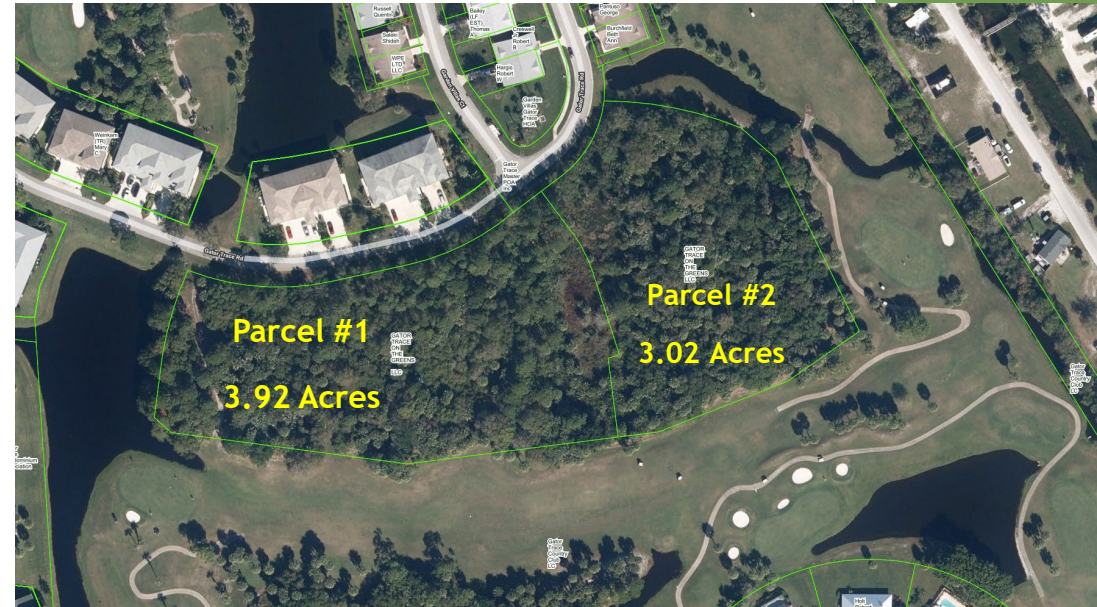
SOURCE: cityoffortpierce.com



GOP Table 1-1: Future Land Use Density/Intensity Summary Table

Land Use Category	Residential Density (dwelling units per gross acre)*(Also refer density bonus outlined in Policy 1.1.5)*
RESIDENTIAL	
Low Density Residential (RL)	1-6.5 du/ac
Hutchinson Island Residential (HIR)	8 du/ac
Medium Density Residential (RM)	6.5-12 du/ac
High Density Residential (RH)	12-18 du/ac

SOURCE: cityoffortpierce.com



Aerial Picture

SOURCE: mapwise.com

2 parcel total: 6.94 Acres x 12 Unit / Acre (Innovative Development) = 83.28 Units Allowed



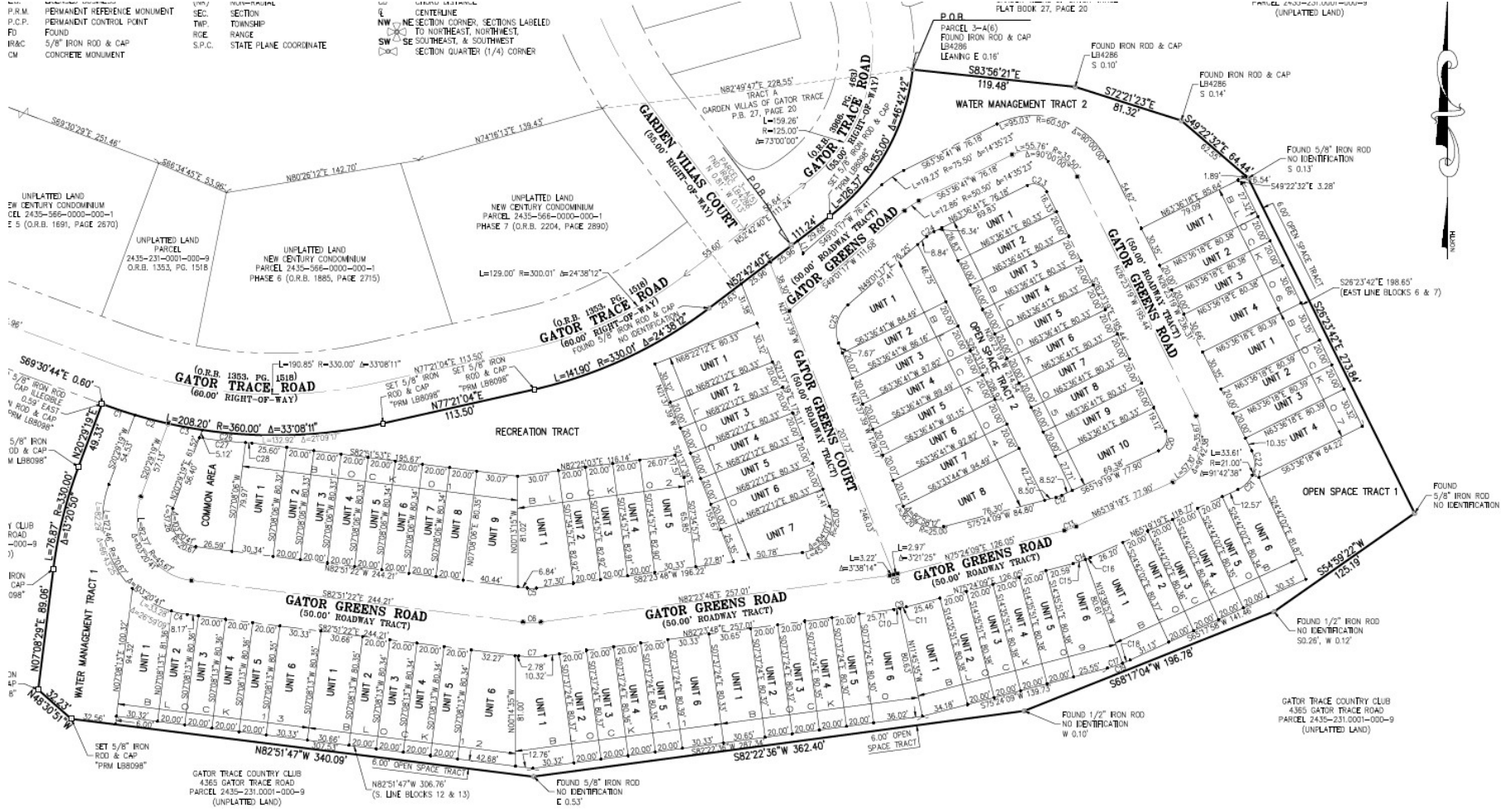
83 Units Provided

FINAL PLAT

P.R.M. PERMANENT REFERENCE MONUMENT
 P.C.P. PERMANENT CONTROL POINT
 FD FOUND
 IRAC 5/8" IRON ROD & CAP
 CM CONCRETE MONUMENT

S.E. SECTION
 TWP. TOWNSHIP
 RGE. RANGE
 S.P.C. STATE PLANE COORDINATE

CENTERLINE
 NE SECTION CORNER, SECTIONS LABELED
 TO NORTHEAST, NORTHWEST
 SE SOUTHEAST, & SOUTHWEST
 SECTION QUARTER (1/4) CORNER



- 50.00' ROADWAY TRACK
- (2) WATER MANAGEMENT TRACKS
- RECREATION TRACK
- COMMON AREA TRACK
- OPEN SPACE TRACKS
- (83) FEE-SIMPLE TRACKS



Weinkam
(TR)
Mary
C

Saleki
Shideh

WPE
LTD
LLC

EST)
Thomas
A

Creswell
Jr
Robert
B

Burchfield
Beth
Ann

Garden Villas Ct

Hargis
Robert
W

Garden
Villas
Gator
Trace
HOA

Gator Trace Rd

Gator
Trace
Master
POA
Inc

Gator Trace Rd

GATOR
TRACE
ON
THE
GREENS
LLC

GATOR
TRACE
ON
THE
GREENS
LLC

BUILDING DATA	
ID	UNIT
BUILDING #1	9 - UNITS
BUILDING #2	5 - UNITS
BUILDING #3	7 - UNITS
BUILDING #4	8 - UNITS
BUILDING #5	10 - UNITS
BUILDING #6	4 - UNITS
BUILDING #7	4 - UNITS
BUILDING #8	6 - UNITS
BUILDING #9	6 - UNITS
BUILDING #10	6 - UNITS
BUILDING #11	6 - UNITS
BUILDING #12	6 - UNITS
BUILDING #13	6 - UNITS
TOTAL	83 - UNITS

LOT COVERAGE DATA		
NAME	AREA	% OF LOT
LOT SIZE	302,306 SF	100.00 %
BUILDING FOOTPRINTS	83,200 SF	27.52 %
PAVER DRIVEWAYS	35,689 SF	11.81 %
ASPHALT, GUTTER, SIDEWALK ETC	69,851 SF	23.11 %
TOTAL IMPERVIOUS ABOVE	188,740 SF	62.43 %
REMAINING PERVIOUS	113,566 SF	37.57 %

**INGRESS/
EGRESS #1**

**MAILBOX &
PARKING**

**DOG
PARK**

PLAYGROUND

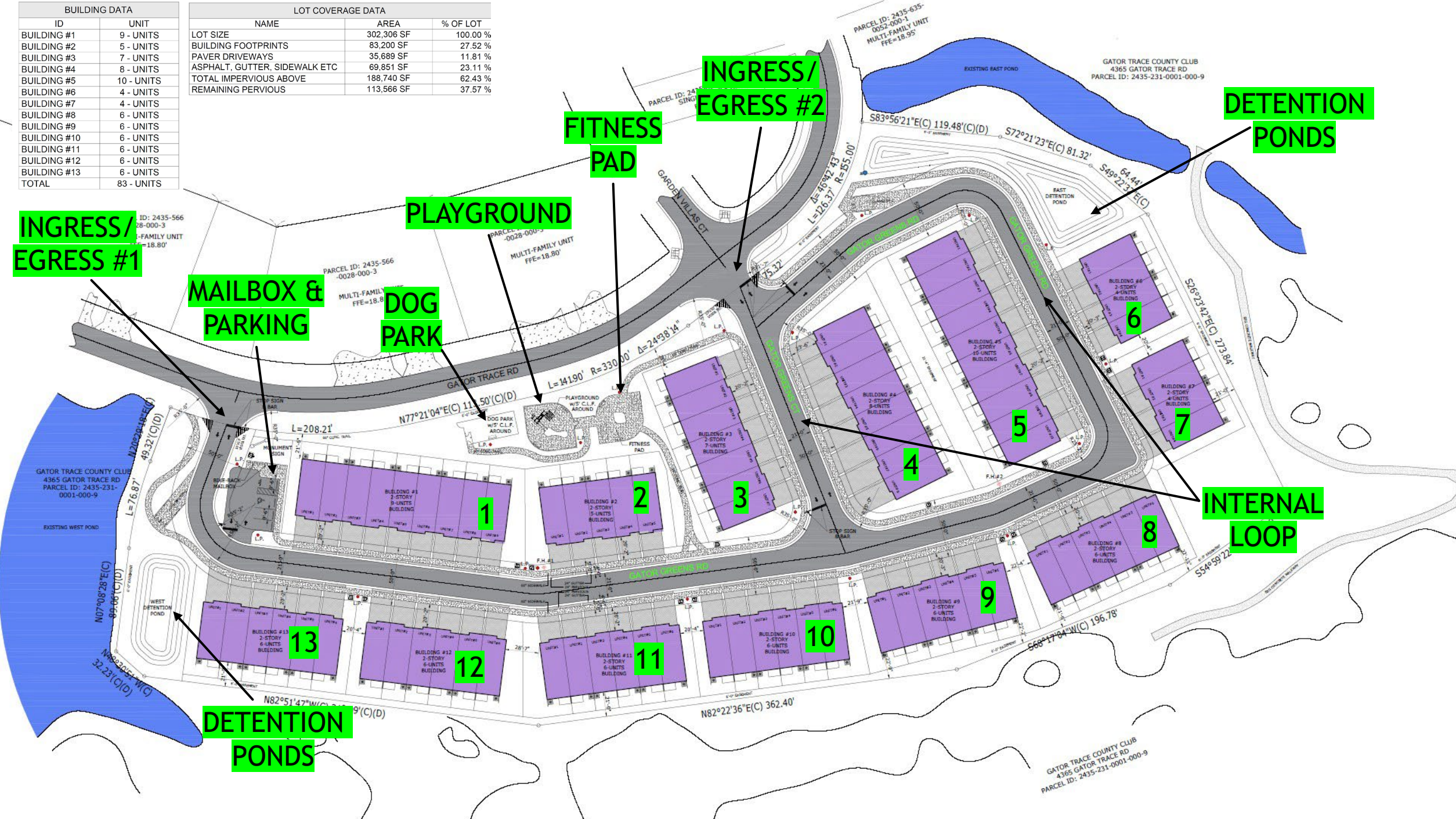
**FITNESS
PAD**

**INGRESS/
EGRESS #2**

**DETENTION
PONDS**

**INTERNAL
LOOP**

**DETENTION
PONDS**

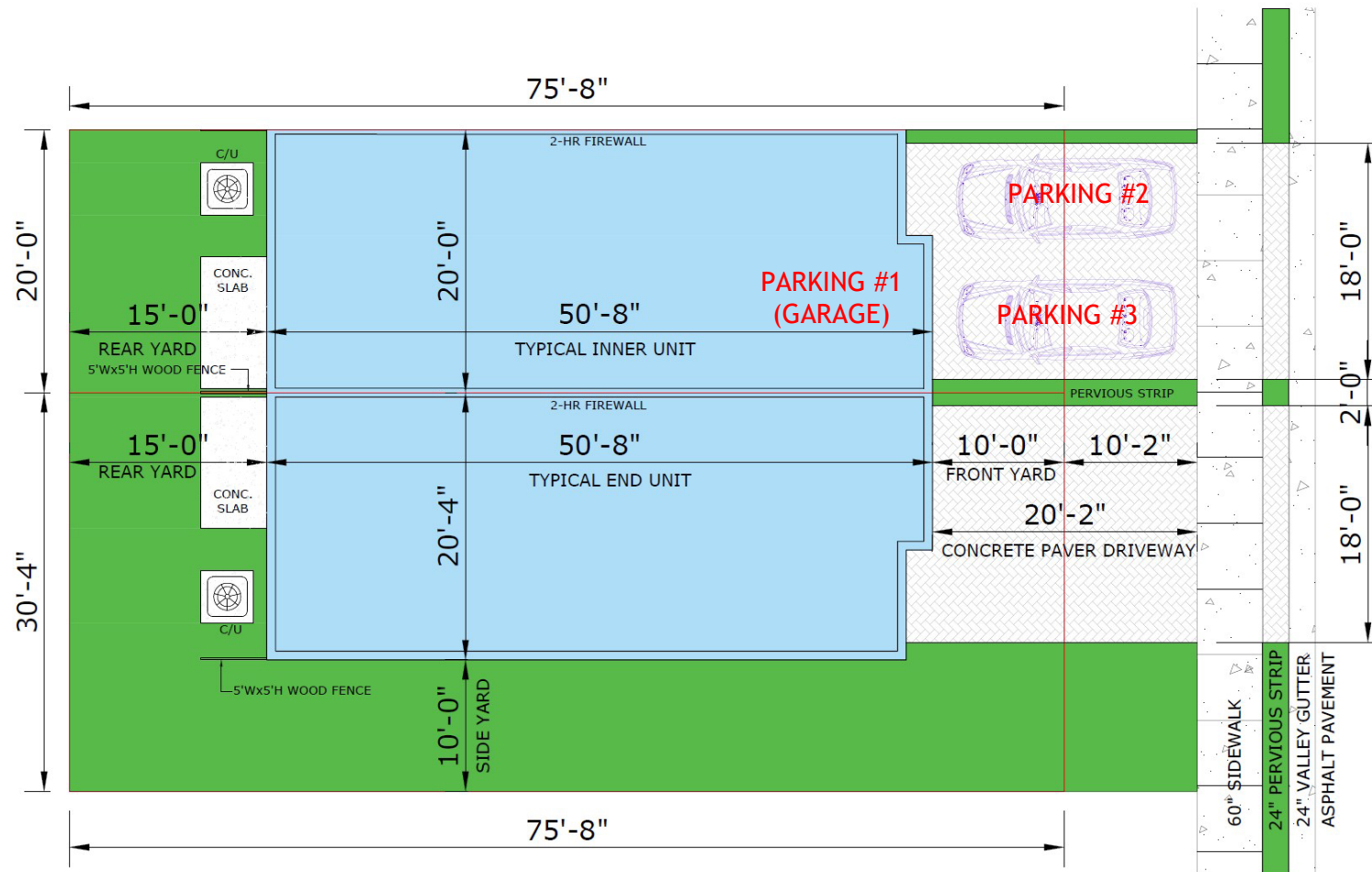


YARD & PARKING REQUIREMENTS

Fort Pierce, Florida - Code of Ordinances
 Sec. 125-194. - Medium density residential zone (R-4)

PLAT DATA

	REQUIRED	PROVIDED
MINIMUM LOT AREA	1,500 SF	1,513 SF
INDIVIDUAL LOT WIDTH	16 FT MIN - 24 FT MAX	20 FT
FRONT YARD	10 FT MIN	10 FT
REAR YARD	15 FT MIN	15 FT
PERIPHERY SIDE YARD	10 FT MIN	10 FT
DISTANCE BETWEEN BUILDINGS	20 FT MIN	20 FT 4IN





COLOR COMBO-1				
BUILDING #	1,6,7			
ROOF	GAF	GRAY TONE ARCH. SHINGLE		
W/D, AWNING, SHUTTER	WHITE			
MAIN BODY	SW6238	DIVINE WHITE		
SIDING STUCCO	SW6208	DISTANCE		
TRIMS	SW7005	PURE WHITE		
DRIVEWAY	STABIL	GRAND BAHAMA PAVERS		

COLOR COMBO-4				
BUILDING #	4			
ROOF	GAF	GRAY TONE ARCH. SHINGLE		
W/D, AWNING, SHUTTER	WHITE			
MAIN BODY	SW0055	LIGHT FRENCH GRAY		
SIDING STUCCO	SW6247	KRYPTON		
TRIMS	SW7005	PURE WHITE		
DRIVEWAY	STABIL	GRAND BAHAMA PAVERS		

COLOR COMBO-2				
BUILDING #	2			
ROOF	GAF	GRAY TONE ARCH. SHINGLE		
W/D, AWNING, SHUTTER	WHITE			
MAIN BODY	SW7029	AGREEABLE GRAY		
SIDING STUCCO	SW7621	SILVERMIST		
TRIMS	SW7005	PURE WHITE		
DRIVEWAY	STABIL	GRAND BAHAMA PAVERS		

COLOR COMBO-5				
BUILDING #	5,10,11			
ROOF	GAF	GRAY TONE ARCH. SHINGLE		
W/D, AWNING, SHUTTER	WHITE			
MAIN BODY	SW7036	ACCESIBE BEIGE		
SIDING STUCCO	SW9055	BILLOWY BREEZE		
TRIMS	SW7005	PURE WHITE		
DRIVEWAY	STABIL	GRAND BAHAMA PAVERS		

COLOR COMBO-3				
BUILDING #	3,12,13			
ROOF	GAF	GRAY TONE ARCH. SHINGLE		
W/D, AWNING, SHUTTER	WHITE			
MAIN BODY	SW7016	MINDFUL GRAY		
SIDING STUCCO	SW6204	SEASALT		
TRIMS	SW7005	PURE WHITE		
DRIVEWAY	STABIL	GRAND BAHAMA PAVERS		

COLOR COMBO-6				
BUILDING #	8,9			
ROOF	GAF	GRAY TONE ARCH. SHINGLE		
W/D, AWNING, SHUTTER	WHITE			
MAIN BODY	SW7015	RESPONSE GRAY		
SIDING STUCCO	SW9130	EVERGREEN FOG		
TRIMS	SW7005	PURE WHITE		
DRIVEWAY	STABIL	GRAND BAHAMA PAVERS		

LANDSCAPING PLANS



Landscape Legend:

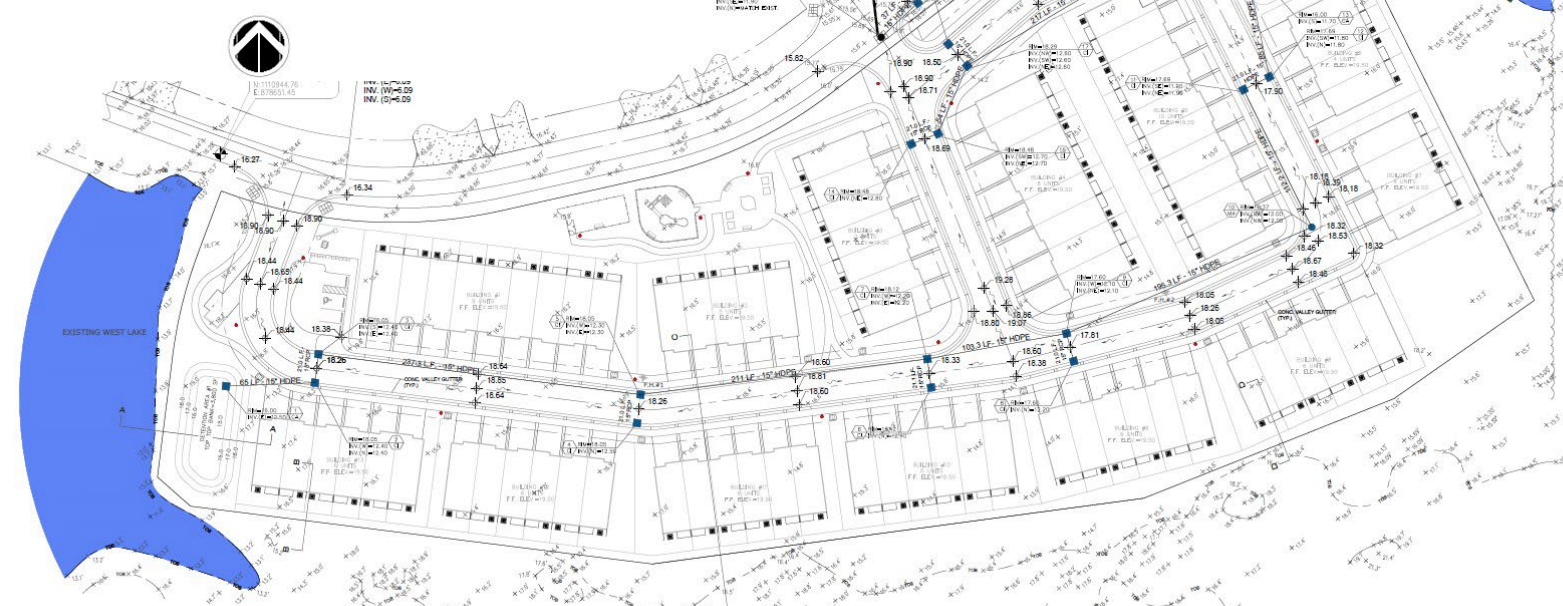
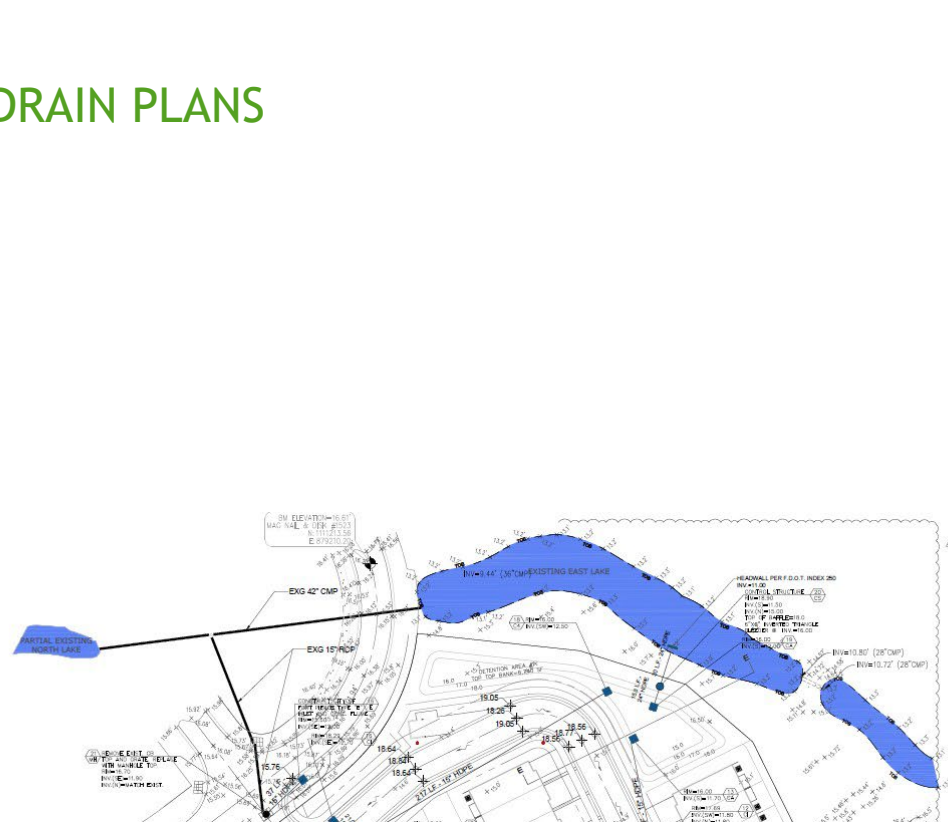
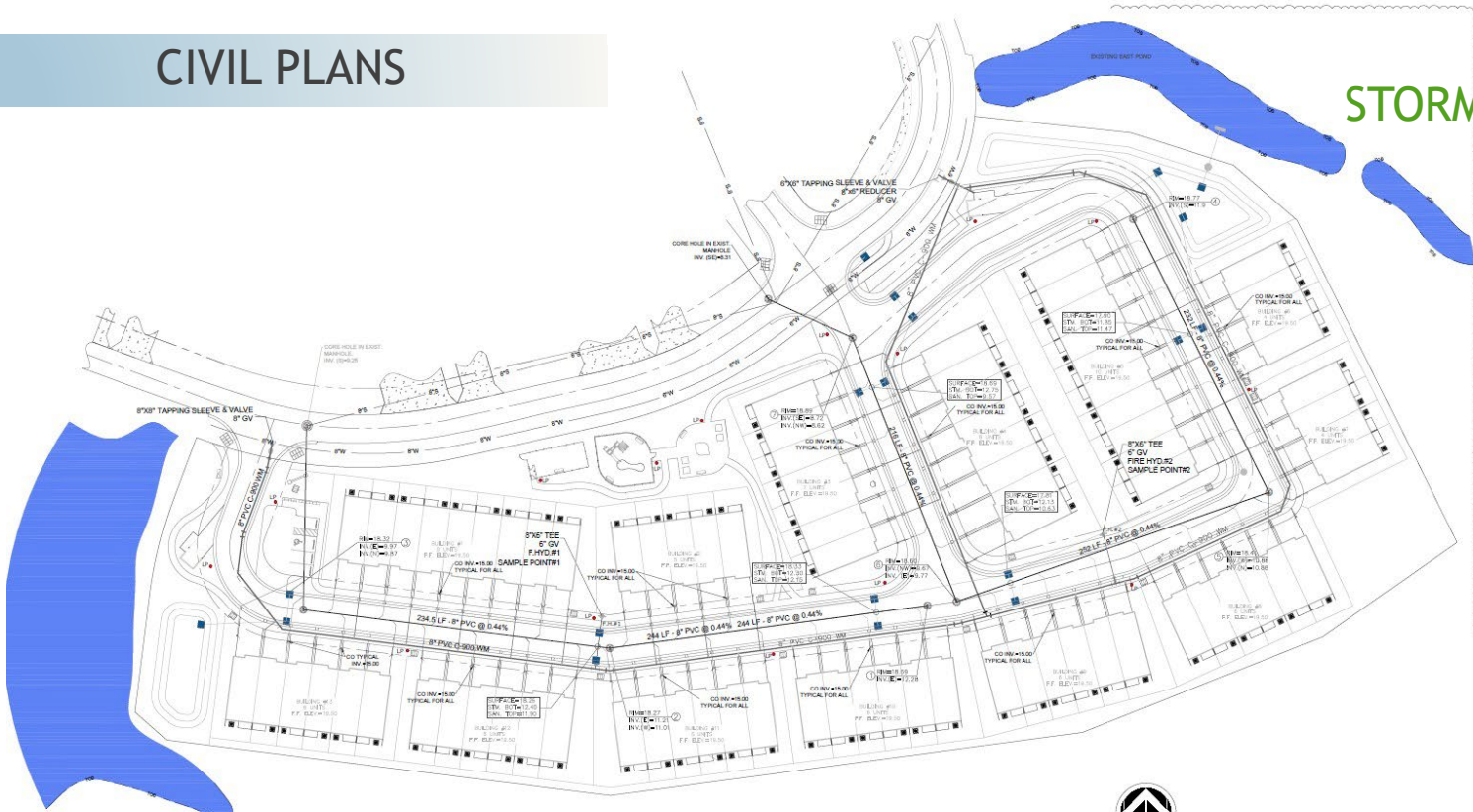
City	Symbol	WU	Name	(N) Native	(F) Flowering Tree	(E) Evergreen
30	TA	TA	Yellow Tabebuia (F)			
73	QV	QV	Live Oak (N/E)			
126	SP	SP	Sabal palmetto, relocated from site			
133	VVA	VVA	Vitex agnus-castus, 15 gal, 8' Ht, multi, 2.5' DBH total			
175	FOR	FOR	Florida Privet (N)			
225	HAM	HAM	Hamelis patens 'Compacta', 3 gal, 18" Ht, 36" o.c.			
129	ILV	ILV	Dwarf Yaupon Holly (N/E)			
242	MYR	MYR	Wax Myrtle (N/E)			
210	ERHA	ERHA	Indian Hawthorn (F)			
174	SCA	SCA	Scaevola plumieri, 3 gal, 3 gal, 24"x18", 24" o.c.			
71	SER	SER	Saw Palmetto (N/E)			
131	SPA	SPA	Spartina patens, 3 gal, 24" o.c.			
82	UNI	UNI	Sea Oats (N)			
			Uniola paniculata, 3 gal, 24" Ht, 24" o.c.			



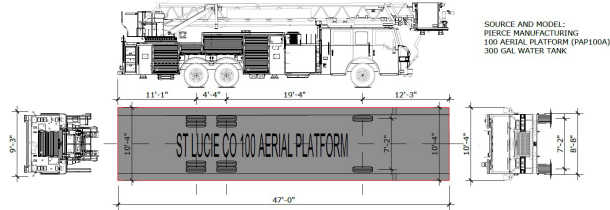
CIVIL PLANS

STORMDRAIN PLANS

WATER & SEWER PLANS

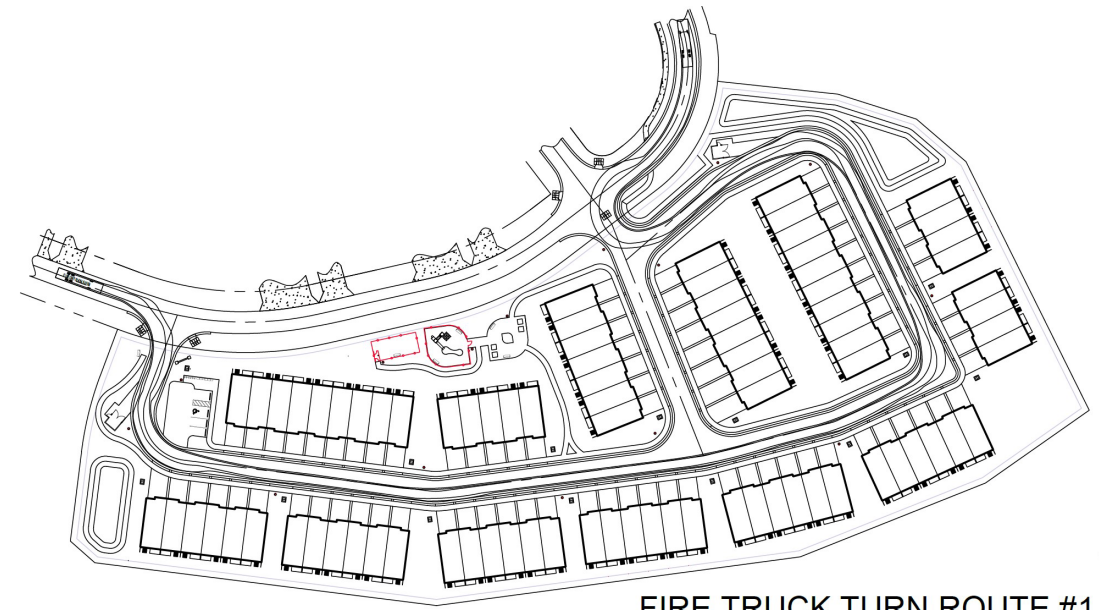


FIRE TRUCK TURN & HOSE REACH PLANS



SOURCE AND MODEL:
PIERCE MANUFACTURING
100 AERIAL PLATFORM (PAP100A)
300 GAL WATER TANK

MANUFACTURER: PIERCE
MODEL: 100 AERIAL PLATFORM

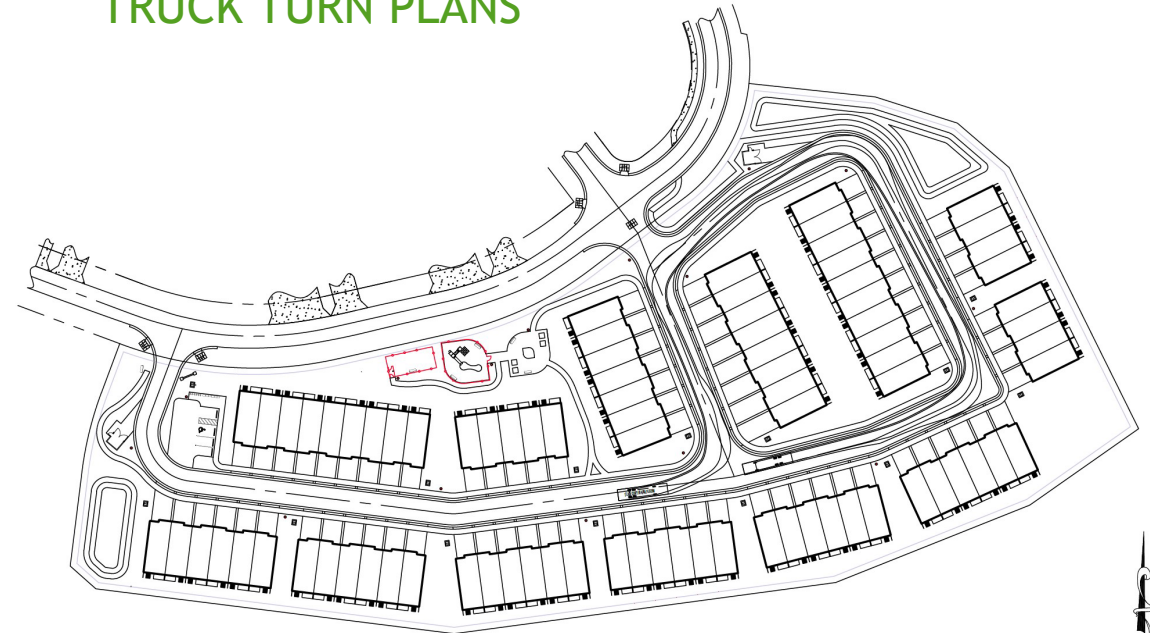


FIRE TRUCK TURN ROUTE #1

1/80"=1'-0"

TRUCK TURN PLANS

TRUCK HOSE REACH PLAN



FIRE TRUCK TURN ROUTE #3

1/80"=1'-0"

The Agencies Reviewed the Plans & Applications Before this Commission Meeting

- 1- City of Fort Piece Planning Department
- 2- City of Fort Piece Engineering Department
- 3- City of Fort Piece Building Department
- 4- City of Fort Piece Police Department
- 5- City of Fort Piece City Clerk's Office
- 6- City of Fort Piece Code Enforcement
- 7- City of Fort Solid Waste Division
- 8- Fort Pierce Utilities Authority
- 9- St. Lucie County Planning Department
- 10- St. Lucie County Public Works / Engr Department
- 11- St. Lucie County Fire District
- 12- St. Lucie County School Board
- 13- St. Lucie County Transportation Planning Organization
- 14- St. Lucie County Transit
- 15- Florida Department of Transportation
- 16- Florida Department of Environmental Protection
- 17- South Florida Water Management District *(review is on hold for SPA)*

Project Economics for Gator Trace Residents

- 1- With this application and Phase-II from 2007, 325 more units to be built in Gator Trace
- 2- The Master Association fees for the current residents will be lowered to half, if not closer.
- 3- The project will bring brand new real estate inventory in 40+ years old Gator Trace Community
- 4- The project will help to boost up the current property values inside the Gator Trace Community
- 5- The project will bring potential new members for Gator Trace Golf & Country Club

Project Economics for City of Fort Pierce, St Lucie County

- 1- Approximately 170 new residents in the area for groceries, dining, gas, shopping and utilities etc.
- 2- Average value of each new townhomes \$350,000* (**may vary due to national / global economy*)
- 3- Estimated annual tax production \$8,500** x 83 Units = \$700,000+ (***as per paslc.gov/tax-estimator*)
- 4- All Gator Trace roads are privately owned. No additional expense for the City
- 5- Street lighting is paid by the residents. No additional expense for the City
- 6- St. Lucie County Sheriff Department has a nighttime security contract of Gator Trace Community
- 7- No Police Service needed if the Sheriff is on site

**IMPORTANT DOCUMENTS ABOUT
THIS (2024) & PREVIOUS (2007) SPA**



Zoning Verification Request

The fee for a zoning verification letter is \$400. To request a zoning verification letter, please mail this completed form and a check for \$400.00 to the City of Ft. Pierce, Planning Department, 300 N. U.S. 1, Ft. Pierce, FL 34905. Please contact the Planning Department at (772) 467-3729 with any questions.

Property address or location:
7 ACRE (2 FOLIO) PROPERTY ON GATOR TRACE RD
Parcel ID(s):
2435-311-0001-000-4 AND 2435-243-0001-000-6
Legal description:
34 35 40 FROM SW COR OF SEC 35 & 35 35 40 FROM SW COR OF SEC 35
Description of proposed use or listing title:
RESIDENTIAL DEVELOPMENT (PLEASE SEE ATTACHED QUESTIONS)

Property Owner(s)	EU INTERNATIONAL, LLC Representative, Company
Street Address	1900 GLADES RD, STE 500
City	BOCA RATON FL 33431
State	FL
Zip	33431
Phone Number	944-907-2082
Email Address	ekrem@eu-intl.com

Letter should be Mailed E-mailed

Please contact the Code Enforcement department at (772) 467-3349 regarding any code violations and contact the Building department at (772) 467-3724 regarding building permits, CO's and CC's.



EU INTERNATIONAL LLC
ENGINEERING & CONSTRUCTION
CONSULTING ENGINEER - CA32900
CERTIFIED GENERAL CONTRACTOR- CGC1526228
1900 GLADES RD, SUITE 500, BOCA RATON, FL 33431
O: (561) 990-3333

ZONING VERIFICATION REQUEST

Property location: 7 ACRE (2 FOLIO) PROPERTY ON GATOR TRACE RD
Parcel ID(s): 2435-311-0001-000-4 AND 2435-243-0001-000-6
Legal description: 4 35 40 FROM SW COR OF SEC 35 & 35 35 40 FROM SW COR OF SEC 35

To whom it may concern,

I'd like to know zoning information and possible development options for the subject properties above.

- What is the current and future use of the properties?
- Are there any restrictions included but not limited to zoning, flood, wetland, unavailability of current infrastructure, moratorium etc. to prevent a new development on the subject properties?
- Is there any maximum housing quantity under approved PUD to limit the remaining unit number? If yes, what's the remaining number that we can develop?
- What's the maximum dwelling number can be developed on the subject properties?
- Is there any restriction to build either one story multifamily homes or two-story townhomes?
- Is there any restriction to build four story condos?
- Is there any restriction to build four story rental apartments?
- Is there any restriction to build short term (no minimum number of days) rentals?
- What's the parking space requirement for multifamily homes, townhomes, condos and apartments?
- What are the setback requirements?
- What is the minimum separation distance between each building?
- Is there any architectural code that enforcing the materials, colors, patters, etc being used?
- I there any open space requirement?
- What's the current Base Flood Elevation and required Finish Floor Elevation?
- Can we discharge the storm water to adjoining lakes or do we have to build a new retention pond inside the property lines?

Thank you

Ekrem Uzman, PE, MSCE, CGC
EU International LLC
1900 Glades Rd, Ste 500
Boca Raton, FL 33431
ekrem@eu-intl.com

ZVL--Gator Trace

Bridgette Romer <bromer@cityoffortpierce.com>

Mon 6/27/2022 3:22 PM

To:Ekrem Uzman <ekrem@eu-intl.com>

Cc:Alicia Rosenthal <arosenthal@cityoffortpierce.com>

5 attachments (1 MB)

ZVL Letter -Gator Trace.pdf; Sec_125_212__Planned_Development_Zone_PD_.pdf; 20220627145747319.pdf; 20220627145804472.pdf; 20220627145820317.pdf;

Good Afternoon,

Please see attached Zoning Verification Letter and general information for requested parcels 2435-311-0001-000-4 and 2435-243-0001-000-6.

Included with your Zoning Verification Request you had additional questions that is not included within our Zoning Letter. Please review additional attachments as it pertains to the Parcels: Site Plan, Gator Trace Planning Criteria, and Gator Trace Development Agreement.

Thank you and have a nice day!

Bridgette Romer | Growth Management Coordinator | City of Fort Pierce

Planning Department

Phone: 772.467.3099 Fax: 772.466.5808 100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)



- Sec. 125-212. Planned Development Zone (PD)
- Phase-I Site Plan from 2007 SPA
- Gator Trace Architectural Planning Criteria (for Single Family Homes)
- Developers Agreement from 2007 SPA



To Whom It May Concern,

The above referenced parcel is located within the PD, Planned Development zoning district and is designated as RM, Medium Density Residential Future Land Use.

The PD, Planned Development is intended to provide a process for the evaluation of individually planned developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is to be a voluntary process commenced by an applicant for such zoning designation. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time granting the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety, and general welfare.

Section 125-212, Planned Development provides the site regulations including but not limited to setbacks, open spaces, and other development regulations. Permitted and conditional uses are identified during the review for all proposed PD and PUR districts.

Please contact the City of Fort Pierce's Building, St. Lucie County Engineering, and Code Enforcement Departments pertaining to any potential violations, restrictions, flood evaluations and storm water discharge.

Section 125-187 & Section 125-212 are attached.

This information is given per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based solely upon the information supplied by the requestor. The undersigned assumes no liability for errors and/or omissions. All information was obtained from public records which may be inspected during regular business hours.

Best regards,

Ryan Altizer

Ryan Altizer
Planner

Gator Trace

Kevin Freeman <kfreeman@cityoffortpierce.com>

Wed 8/10/2022 4:32 PM

To: Ekrem Uzman <ekrem@eu-intl.com>

Ekrem,

Good to meet with you – from our discussions I see three options:

1. Number of units will be based on existing approved 67. - OR
2. If more than 67 units, then there would need to be a major amendment to the PD based on the overall gross density (not exceeding underlying Future Land Use) of Gator Trace. - OR
3. If units were donated from another phase, then the owner of that phase would need to agree to a major amendment of the Gator Trace PD unit allocation which affected both phases.

Please check stormwater calculations and existing system/permits.

Best regards.

Kev Freeman | Planning Director | City of Fort Pierce

Planning Department

Cell: 772.529.4264 Phone: 772.467.3730 Fax: 772.466.5808

100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)





GATOR TRACE GROSS DENSITY CALCULATION

LOT ID	AREA (AC)
PARCEL #1	31.91
PARCEL #2	189.86
TOTAL	221.77

DWELLING TYPE	QUANTITY
SINGLE FAMILY	88
SING F. UNDER CONST.	2
ONE STORY VILLA	120
TWO STORY VILLA	133
CONDO BUILDING	23
TOTAL DWELLING	366



CURRENT GROSS DENSITY = TOTAL DWELLING / TOTAL AREA
 $366 / 221.77 = 1.65 \text{ UNIT / ACRE}$

PROPOSED TOWNHOUSE: 82 UNITS
 REMAINING CONDO UNITS: 264 (APPROVED) - 23 (BUILT) = 241 UNITS
 TOTAL DWELLING w/PROPOSED UNITS: $366 + 82 + 241 = 689 \text{ UNITS}$

PROPOSED GROSS DENSITY = TOTAL DWELLING / TOTAL AREA
 $689 / 221.77 = 3.10 \text{ UNIT / ACRE}$

RE: Gator Trace

Kevin Freeman <kfreeman@cityoffortpierce.com>

Thu 8/11/2022 9:41 AM

To: Ekrem Uzman <ekrem@eu-intl.com>

Cc: Vennis Gilmore <vgilmore@cityoffortpierce.com>; Rasim <rasimcnr@gmail.com>

It does sound like option 2 would be a viable way forward – we would need to add all the units approved in the PD that have yet to be built to get to the actual approved gross density – this will need the addition of the 254? in the remaining phase. Which would bring us to $448 + 254? = +/- 3.2 \text{ du/ac}$.

Key Freeman | Planning Director | City of Fort Pierce

Planning Department

Cell: 772.529.4264 Phone: 772.467.3730 Fax: 772.466.5808

100 North U.S. 1 Fort Pierce, FL 34950

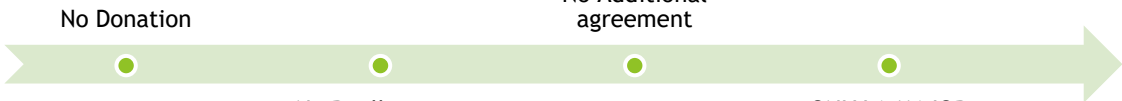
[Website](#) | [Facebook](#) | [Survey](#)



REMINDER FOR OPTION #2

2. If more than 67 units, then there would need to be a major amendment to the PD based on the overall gross density (not exceeding underlying Future Land Use) of Gator Trace. - OR

APPLICATION



SPA



ONLY A MAJOR AMMENDMENT

WARREN & GRANT, P.A.

Attorneys at Law

RICHARD B. WARREN, ESQ.*
MICHAEL L. GRANT, ESQ.
JACOB W. WARREN, ESQ.

4800 N. FEDERAL HIGHWAY
SUITE A-205
BOCA RATON, FL 33431
(561) 681-9494 Telephone
(561) 681-9436 Facsimile

E-Mail: Rick@warregrant.com
E-Mail: Michael@warregrant.com
E-Mail: Jacob@warregrant.com

Website: www.warregrant.com

*Board Certified in Business Litigation

July 7, 2023

RECEIVED

JUL 11 2023

CITY OF FORT PIERCE
PLANNING & ZONING

Mr. Kevin Freeman
Planning Department
City of Fort Pierce
Planning Director
100 N. US Hwy 1
Fort Pierce, FL 34950
kfreeman@cityoffortpierce.com

RE: Applications by Gator Trace on the Greens, LLC for Site Plan and Final Plat Approval for two (2) Parcels in the Gator Trace Planned Unit Development (2435-311-0001-000-4, 2345-243-001-000-6)

Dear Mr. Freeman:

I represent Gator Trace I, LLC, Gator Trace II, LLC and Gator Trace III, LLC the collective owners of approximately 17.6 acres of vacant land in the Gator Trace Planned Unit Development ("Gator Trace PUD"). The Gator Trace PUD is a golf course community originally granted master plan approval on May 21, 1984 by the Fort Pierce City Commission for a total of 678 units; 90 single family and 588 multi-family on a total of 225.47 acres resulting in a gross density of 3 developed units per acre.

On or about April 3, 2007 the City Commission of the City of Fort Pierce (the "City") approved the Final Development Plan submitted for the Gator Trace PUD on behalf of Symphony Builders at Gator Trace LLC ("Symphony Builders"). The Final Development Plan provided for the development of 67 units on the 6.94 acres currently owned by Gator Trace Greens, LLC and 264 units on the approximately 17.6 acres currently owned by my clients. At the time the City approved Symphony Builders Final Development Plan the City entered into a Developer's Agreement with Symphony Builders, a copy of which is attached to this letter.

The purpose of this letter is to notify the City of my clients' objection to the above referenced applications by Gator Trace Greens, LLC to construct 83 units on the 6.94 acre parcels owned by the applicant.

The construction of the 83 units is inconsistent with the Final Development Plan approved by the City in 2007 for the Gator Trace PUD. The purpose of a planned unit

Kevin Freeman

July 7, 2023

Page 2 of 2

development zone is to provide comprehensive development incorporating open space for public use. It is designed to achieve a desirable environment through flexible and diversified land development standards in an overall plan. When the City approved the Final Plan for the Gator Trace PUD in 2007 it allocated the remaining developable units within the Gator Trace PUD, to specific locations, to wit: 67 units for the 6.94 acre parcels owned by the applicant and 264 units for the 17.6 acres owned by my clients. The City cannot reallocate the location of developable units within a planned unit development without the express consent of the property owners who are impacted by the reallocation of the location of approved units within the planned unit development. To do so without the impacted property owners' consent would be an unlawful taking.

Please also be advised that to the extent the City does permit the applicant to develop its property, regardless of the number of units authorized, the City is obligated to enforce the Developer's Agreement that was entered into by the City and my clients' and the applicants' predecessor in interest, Symphony Builders. The Developer's Agreement expressly states:

This agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, and shall run with title to the property and be binding upon the successor and the assigns of the developer and upon any person, firm, corporation or entity who or which may become the successor in interest to the property.

Please be advised that my clients' predecessor in interest, HST Development Partners, LLC was required to comply with the Developer's Agreement in 2014 and 2015, when it completed the development of the property that is now known as the Linkside at Gator Trace Condominium, located within the Gator Trace PUD. Certainly, the City will also require the applicant to comply with the Developer's Agreement should the City grant Gator Trace on the Greens, LLC applications to develop its property.

Thank you for your consideration of these matters.

Sincerely,

Richard B. Warren, Esq.

Enclosure
Cc: Mr. Steve Tarr

THE SELLER

This letter caused 10 months delay in this application

GATOR TRACE CAPACITY CALCULATION

Total Area of Gator Trace Planned Development: 221+ Acres

Future Land Use - Medium Density Residential : 12 du/Acre (Innovative)

Total Capacity of Gator Trace: 221 Acres x 12du/Acre= **2,652 Units**

2,652

Units

This application does not create any density problem.
No allocation needed from any other development projects

BINDING REAL ESTATE CONTRACT SIGNED BY STEVE TARR

329* hovenreflorida@gmail.com Zandra@zandramederos.com
330 Seller's Sales Associate Email Address Buyer's Sales Associate Email Address
331
332* 1-407-307-9445 1-786-261-4921
333 Seller's Sales Associate Phone Number Buyer's Sales Associate Phone Number
334
335* Hoven Realty Z Luxury Group LLC
336 Listing Brokerage Buyer's Brokerage
337
338* Listing Brokerage Address Buyer's Brokerage Address
339

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
341 (Check if applicable)
342* A. Back-up Contract
343* B. Kick Out Clause but no later than November 1, 2022.
344* C. Other

345* 23. Additional Terms: 120 days due diligence period, purchase is subject to the Buyer obtaining all governmental
346 required approvals, site plan approval for a minimum of 67 townhomes, closing 60 days from receipt of siteplan
347 approval. Seller shall provide any and all reports, summaries, zoning letter in their possession. Before expiration of
348 the due diligence period, Buyer in Buyer's sole discretion and determination, for any reason whatsoever, may choose
349 to terminate this contract by Buyer or Buyer's authorized representative or agent (with power of attorney), delivering
350 written notice to Seller of Buyer's termination of this contract. If Buyer choose to terminate this contract and written
351 notice of this is timely delivered to Seller, this contract will be deemed terminated and Buyer's deposit(s) will be
352 returned to Buyer promptly upon Buyer's notice to the Escrow Agent or anyone holding Buyer's deposit(s).
353 Seller shall be responsible for all the real estate commission.
354 Seller shall select title agent and pay for title
355
356
357
358
359
360

COUNTER-OFFER/REJECTION

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

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

367* Buyer: Tommas Mesa Date: 01/25/2022

368* Print name: Tom Mesa

369* Buyer: _____ Date: _____

370* Print name: _____

371 Buyer's address for purpose of notice:

372* Address: _____

373* Phone: _____ Fax: _____ Email: _____

374* Seller: _____ Date: 1/26/22

375* Print name: Steven Tarr

376* Seller: _____ Date: _____

377* Print name: _____

Buyer (TM) () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

VAC-14 Rev 3/21

Serial#: 089403-600164-3122316

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Form
Simplicity

67, only 67 maximum 67

The seller was aware of increase in density

The seller was aware of signing a legally binding contract

The seller agreed and signed everything in this contract

BINDING REAL ESTATE CONTRACT SIGNED BY STEVE TARR

329* hovenreflorida@gmail.com Zandra@zandramederos.com
330 **Seller's Sales Associate Email Address** **Buyer's Sales Associate Email Address**
331
332* 1-407-307-9445 1-786-261-4921
333 **Seller's Sales Associate Phone Number** **Buyer's Sales Associate Phone Number**
334
335* Hoven Realty Z Luxury Group LLC
336 **Listing Brokerage** **Buyer's Brokerage**
337
338* _____
339 **Listing Brokerage Address** **Buyer's Brokerage Address**

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 **(Check if applicable)**
342* A. Back-up Contract
343* B. Kick Out Clause *but no later than November 1, 2022.*
344* C. Other _____

345* **23. Additional Terms:** 120 days due diligence period, purchase is subject to the Buyer obtaining all governmental
346 required approvals, site plan approval for a minimum of 67 townhomes. Closing 60 days from receipt of siteplan
347 approval. Seller shall provide any and all reports, summaries, zoning letter in their possession. Before expiration of
348 the due diligence period, Buyer in Buyer's sole discretion and determination, for any reason whatsoever, may choose
349 to terminate this contract by Buyer or Buyer's authorized representative or agent (with power of attorney), delivering
350 written notice to Seller of Buyer's termination of this contract. If Buyer choose to terminate this contract and written
351 notice of this is timely delivered to Seller, this contract will be deemed terminated and Buyer's deposit(s) will be
352 returned to Buyer promptly upon Buyer's notice to the Escrow Agent or anyone holding Buyer's deposit(s).
353 Seller shall be responsible for all the real estate commission.
354 Seller shall select title agent and pay for title
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____

COUNTER-OFFER/REJECTION

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

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

367* **Buyer:** Tommas Mesa Date: 01/25/2022

368* Print name: _____ Tom Mesa

369* **Buyer:** _____ Date: _____

370* Print name: _____

371 **Buyer's address for purpose of notice:**

372* Address: _____

373* Phone: _____ Fax: _____ Email: _____

374* **Seller:** _____ Date: 1/26/22

375* Print name: _____ Steven Tarr

376* **Seller:** _____ Date: _____

377* Print name: _____

Buyer (TM) () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

VAC-14 Rev 3/21

Serial#: 089403-600164-3122316

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Form
Simplicity

Since the "Developer" and the "Seller" are the same person, This Agreement supersedes all prior development agreements dated from 2007 concerning the capacity of the units on this Property and allows increase in the overall capacity of Gator Trace.

Upon execution of this Agreement, the density and limitations on unit capacity for the property shall be governed exclusively by applicable local laws and ordinances.

EMAIL SENT TO THE CITY BEFORE TRC

From: hovenre@gmail.com <hovenre@gmail.com>
Sent: Wednesday, February 15, 2023 11:17 AM
To: Kevin Freeman <kfreeman@cityoffortpierce.com>
Subject: Gator Trace TRC Agenda Item (f) - February 16, 2023

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Hi Kev,

Please incorporate these comments as part of the public record as regards to the TRC review in tomorrow's meeting (and confirm receipt).

1. In 1985, the Gator Trace (GT) PUD was approved for 678 units.
2. In 2006, the City Commission verified this amount and allowed the Developer at that time to get Final Site Plans based on the 678 unit count.
3. In 2014, the Circuit Court awarded my company the designation of 'Successor Developer' of the Gator Trace PUD. We remain the 'Developer' at this time.
4. Per the GT Master Declarations and by law, any changes to the Master Plan (PUD) can only be applied for by the 'Developer' or with the Developers approval.
5. The GT Master Association Board is not getting involved in this matter as they are aware that the documents require the 'Developer' to make these decisions, not the Board.
6. The land under the GT Community falls under the PUD restrictions, not 'straight' zoning parameters. Thus, the current calculations for density do not apply in this case.
7. The City Commission had required a Developer Agreement for the development in 2006 and again in 2014. One requirement regarded construction vehicles coming in from US One, not Weatherbee Rd.
8. Although the Innovative Density Bonus is a moot point since this is not straight zoning, the proposed plan does not meet the requirements of 125-243.
9. The GT Master Association is not interested in taking over maintenance of the common areas, opens areas, or recreation areas, which the proposed plan indicates on its face.

Thank you making this email part of the public record for this matter.

Sincerely,

Steve Tarr
GT "Developer"

EMAIL I RECEIVED FROM THE SELLER AFTER IN-PERSON MEETING WITH HIS PARTNER

Re: GT

hovenre@gmail.com <hovenre@gmail.com>

Fri 3/3/2023 8:38 AM

To: Ekrem Uzman <ekrem@eu-intl.com>

Hi Ekrem,

Although we don't agree with much that you have concluded, we will consider providing you with an easement for temporary use across our property for your construction traffic in order to comply with the City's Developer's Agreement of record (and we will consider endorsing additional units to be built) subject to the following general terms:

1. As a combination of Use Rights (temporary easement) and reimbursement to us for previous expenditures for compliance with the Developers Agreement, payment of \$469,000.
2. The property access is given in as-is, where-is condition.
3. We shall be named as additional insured with reasonable coverage on your policies.
4. An alternative for you to obtain full control of the PUD. Option to purchase the 242 unit parcel at a discounted price of \$5.4m net to seller.

Thanks,
Steve

THE CONNECTION BETWEEN S.MARKET
ST & GATOR TRACE WAS BUILT BEFORE
THE SELLER PURCHASED THE PROPERTY
This is an aerial picture from 2010.



SOURCE: Google Earth

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY FLORIDA

HST DEVELOPMENT PARTNERS, INC.,
a Florida corporation, GATOR TRACE
PARTNERS I, LLC, a Florida limited liability
company; GATOR TRACE PARTNERS II,
LLC, a Florida limited liability company;
GATOR TRACE PARTNERS III, LLC,
a Florida limited liability company; and
GATOR TRACE PARTNERS IV, LLC,
a Florida limited liability company,

Plaintiffs,

vs.

CASE NO.: 2015 CA 000028

GATOR TRACE MASTER PROPERTY
OWNERS ASSOCIATION, INC., a Florida
not for profit corporation,

Defendant.

SUMMARY FINAL JUDGMENT

This action came before the Court September 3, 2015 on: (1) Plaintiffs' Motion for Summary Judgment; and (2) Defendant's Motion for Partial Summary Judgment. In Plaintiff's Motion, the Plaintiffs seek declaratory relief based on a finding that the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Gator Trace ("Amended Declaration"), adopted by the Defendant on or about May 8, 2013 is void as a matter of law for having been adopted in contravention to the express language of Section 5.08 of the Master Declaration of Covenants, Conditions and Restrictions of Gator Trace ("Original Master Declaration") and for having been adopted in violation of §720.306(1)(c) Florida Statutes (2015). Plaintiffs' further seek a

Gator Trace on the
Greens, LLC is also a
successor due to the
Chain of Title

III. Conclusions of Law

A. The Amended Declaration was adopted in contravention to the express terms of the Master Declaration and in violation of §720.306(1) (c) Florida Statutes.

1. Plaintiffs are the successors in title to the Original Developer in the fee simple ownership of the HST Property by virtue of the Chain of Title of the deeds between the original Developer and the Plaintiffs.


2. It is axiomatic that when a fee simple interest in real property is conveyed by deed, the grantor conveys to the grantee all of the property rights that run with the land. *See* §689.10 Florida Statutes (2015).

3. Accordingly, when Plaintiffs acquired title to the HST Property, they acquired such property subject to the terms and conditions of the Master Declaration.

The seller shall transfer
all rights and cannot
landlock the applicant

LOCAL ORDINANCE vs ALLOWED UNIT CHECK

Phase-I 2007 Approval: 67 Units / 6.94 Acres = 9.65 du / Acre < 12 du / Acre 

Phase-II 2007 Approval: 264 Units / 17.6 Acres = 15 du / Acre > 12 du / Acre 

Phase-II supposed to be 17.6 Acres x 12 du / Acre = only 211 Units

264 (Approved) - 211 (max as per Local Ordinance) = 53 Extra Units

THE PREVIOUS APPROVAL IS IN VIOLATION WITH THE LOCAL ORDINANCE

Remaining Land for Phase-II

#	FOLIO	OWNER	ACRE
1	2434-141-0004-000-1	I	1.09
2	2434-141-0007-000-2	II	0.91
3	2434-141-0009-000-6	II	0.77
4	2434-141-0010-000-6	II	2.93
5	2434-141-0008-000-9	II	0.81
6	2434-141-0006-000-5	II	1.03
7	2434-141-0005-000-8	II	0.76
8	2434-141-0004-000-1	II	1.53
9	2434-141-0001-000-0	III	5.96
		TOTAL (ACRE)	15.79
		INNOV. U/AC	12.00
		TOTAL UNITS	189.48

9 parcel total: 15.79 Acres x 12 Unit / Acre (Innovative) = 189.48 Units Allowed

Remaining Unit Quantity = ~~242~~ Condos

This must be 189 Condos only

NEWS

Crew demolishing complex that violated rules

THE ASSOCIATED PRESS

Published 10:26 a.m. ET Sept. 7, 2002 | Updated 12:00 a.m. ET Sept. 7, 2002

JENSEN BEACH -- A demolition crew began tearing down a \$3.3 million luxury apartment complex this week, seven years after nearby residents sued developers for building it in violation of local growth rules.

Pinecrest Lakes residents argued that the neighboring complex was not compatible with their homes, as required by Martin County's growth plan, and that the development hurt property values.

Commissioners approved construction of the Villas at Pinecrest Lakes 3-2 in 1995, and the homeowners association filed a lawsuit a month later.

Developers built the apartments despite the pending suit, arguing that the county commission had given them permission to build.

"The big thing is the developers knew there was a good chance they were going to have to knock down the building," said Phyllis Rundell, a nearby resident. She took a day off work to watch the buildings come down, and even grabbed a piece of the rubble to commemorate the demolition.

In 1999, Circuit Judge Larry Schack ordered the apartments demolished. Developer Thomas Thomson appealed the ruling all the way to the state Supreme Court, which refused to hear the case, upholding Schack's order. A later court ruling set the Sept. 16 deadline to demolish the building.

Lower courts had rejected Thomson's argument that the building should be spared because the Martin County Commission had approved its construction, despite its violating the county comprehensive growth plan. He also unsuccessfully contended that the cost of destruction greatly outweighed the combined \$300,000 in lost property value suffered by the home owners.

Thomson did not return messages left at his Wisconsin office and home late Friday.

"It took seven years, but we finally righted a wrong," said Pinecrest Lakes resident Karen Shidel. "The rule of law has finally prevailed. But it's a shame that citizens have to do this."

Developers last month salvaged washing machines, refrigerators and even garage doors from the apartments in preparation for the razing, leaving only the concrete walls. Demolition crews estimate it will take between two to three weeks to clear the 45-unit complex. Thomson had planned 19 buildings but only completed five.

Thomson's case made history in Florida, because it is the first time a developer has been forced to raze a project that's already been built.

"There have been numerous instances to remove an outbuilding, a shack, a garage; that's common," said James Nicholas, a University of Florida professor of law and urban planning. "But what we have here in Pinecrest is unprecedented."

RICHARD B. WARREN, P.A.

ATTORNEYS AT LAW

RICHARD B. WARREN*
MICHAEL L. GRANT
*BOARD CERTIFIED IN BUSINESS LITIGATION

1555 PALM BEACH LAKES BOULEVARD
SUITE 1006
WEST PALM BEACH, FLORIDA 33401-2328
(561) 681-9494 TELEPHONE
(561) 681-9436 FACSIMILE

E-MAIL Rick@rbwarrenlaw.com
E-MAIL Michael@rbwarrenlaw.com
www.rbwarrenlaw.com

November 8, 2012

NOV 08 2012

Via Facsimile Copy and Regular U.S. Mail

Mathew G. Margotta, AICP
City of Fort Pierce, Planning Department
P O Box 1480
Fort Pierce, FL 34954-1480
Fax No. 772-466-5808

Re: The Greens at Gator Trace Site Plan / HST Development Partners, Inc.

Dear Matt:

It was a pleasure meeting with you yesterday. Thank you for your letter dated November 7, 2012 to my client HST Development Partners, Inc. ("HST"). As a result of your letter, HST will proceed to obtain a building permit to commence completion of the 22 unit building, known as Building I on the Site Plan.

This letter will also confirm that at our meeting we discussed the status of the Developer's Agreement dated March 26, 2007 ("Developer's Agreement") between the City and Lewis Moscovitch, President of Symphony Builders at Gator Trace, Inc. ("Original Developer") relating to the Greens at Gator Trace property that was recently acquired by HST ("Subject Property"). In our meeting you advised me that the City was unable to locate any files relating to the Developer's Agreement, including any documents evidencing whether the Original Developer complied with its terms.

In an effort to determine the status of the Original Developer's obligations under the Developer's Agreement, subsequent to our meeting, Steve Tarr and I visited the Subject Property and determined as follows with respect to the Conditions set forth in Section 15 of the Developer's Agreement:

- (i) Construction of New Road Intersecting with South Market. Completed by Original Developer.
- (ii) South Market Street to serve as sole construction entrance. There is a construction entrance at the end of South Market Street. HST has erected a temporary fence that can be locked to prevent ingress and egress of the general public during construction. The Fire Department has been provided with keyed access to the lock.

Mathew G. Margotta, AICP
November 8, 2012
Page 2

- (iii) Construction of asphalt sidewalk along frontage of Gator Trace Boulevard. Not Completed (Gator Trace Boulevard was never extended through subject property so there is no frontage area for such a sidewalk).
- (iv) Developer to provide bond in the amount of \$20,720 for construction of concrete sidewalks along frontage of Gator Trace Boulevard. Unknown whether bond was provided.
- (v) Install four way stop between entrance to project and extension of Gator Trace Boulevard. Not Completed (Gator Trace Boulevard was never extended through subject property so there is no need for stop signs).
- (vi) Payment of \$15,000.00 for share of cost of signalization at Weatherbee and U.S. 1. The signalization is completed.
- (vii) Landscaping New Road referenced in number (i) above. Completed.
- (viii) Developer represents that the site plans were reviewed by the School Board and Fire Department. Unknown.

Given our observations, it appears that all conditions precedent to the issuance of a building permit set forth in the Developer's Agreement were satisfied. Even though you do not have any documents to corroborate this, common sense dictates that the building permit would not have been issued if these conditions were not met.

It also appears that conditions relating to the extension of Gator Trace Boulevard were presumably rendered moot when the project to extend Gator Trace Boulevard through the Subject Property was abandoned. Please confirm that there are no outstanding obligations for HST to meet relating to the Developer's Agreement and that no additional action by HST is necessary with respect to the Developer's Agreement.

Notwithstanding the foregoing, please note that the Developer's Agreement was never duly recorded in the Public Records of St. Lucie County, and HST reserves all rights to contest its obligation to comply with the terms of the Developer's Agreement.

If you have any questions or comments regarding this matter, please do not hesitate to contact me. Thank you again for your cooperation.

Sincerely,

RICHARD B. WARREN, P.A.

By: 

Richard B. Warren

CC: HST Development Partners, Inc.

...” the Developer’s Agreement was never duly recorded”

-Richard B. Warren, PA

The image shows two identical 'SITE PLAN APPROVAL' forms from the City of Fort Pierce, Florida. Each form includes a checklist of items to be approved, such as 'APPROVED', 'APPROVED W/CONDITIONS', 'DISAPPROVED', and 'IN RECOMMENDATION'. The forms are dated 12/14/05 and are prepared for 'SYMPHONY BUILD'. Below the checklist is a 'LOCATION MAP' section with a drawing of the property and a north arrow.

Notwithstanding the foregoing, please note that the Developer’s Agreement was never duly recorded in the Public Records of St. Lucie County, and HST reserves all rights to contest its obligation to comply with the terms of the Developer’s Agreement.

The image shows two 'LOCATION MAP' drawings. Each drawing includes a north arrow, a scale of 1 inch = 60 feet, and a sheet number of 1 OF 1. The drawings show property boundaries and roads, with a north arrow pointing up. The drawings are dated 02/08/05 and revised 07/08/05.

FS 163.3239

Recording and effectiveness of a development agreement.—Within 14 days after a local government enters into a development agreement, the local government shall record the agreement with the clerk of the circuit court in the county where the local government is located. **A development agreement is not effective until it is properly recorded in the public records of the county.** The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. **History.**—s. 29, ch. 86-191; s. 13, ch. 92-129; s. 26, ch. 2011-139.

NEVER RECORDED, NOT EFFECTIVE AND INCOMPLETE

The Original Developer and the all-successor developers ignored many terms of that agreement.

Below construction schedule is only one of them

12/6/2005

**Gator Trace
Development Schedule
as of 2/18/05**

Phase I			Phase II		
Start Date	Status	Comp Date	Start Date	Status	Comp Date
	Receive Site Plan Approval/Submit for Building Permit			Receive Site Plan Approval/Submit for Building Permit	
Dec-05	Permit		Dec-05	Permit	
Feb-06	Receive Building Permit		Feb-06	Receive Building Permit	
01-Mar-06	Building 1	Oct-06	01-Jan-06		
15-Mar-06	Building 2	Oct-06	15-Jan-06		
01-Apr-06	Building 3	Nov-06	01-Feb-06		
15-Apr-06	Building 4	Nov-06	15-Feb-06		
01-May-06	Building 5	Dec-06	01-May-06	Building 1	Dec-06
15-May-06	Building 6	Dec-06	15-May-06	Building 2	Dec-06
01-Jun-06	Building 7	Jan-07	01-Jun-06	Building 3	Jan-07
15-Jun-06	Building 8	Jan-07	15-Jun-06	Building 4	Jan-07
01-Jul-06	Building 9	Feb-07	01-Jul-06	Building 5	Feb-07
15-Jul-06	Building 10	Feb-07	15-Jul-06	Building 6	Feb-07
01-Aug-06	Building 11	Mar-07	01-Aug-06	Building 7	Mar-07
15-Aug-06	Building 12	Mar-07	15-Aug-06	Building 8	Mar-07
01-Sep-06	Building 13	Apr-07	01-Sep-06	Building 9	Apr-07
15-Jul-06			15-Sep-06	Building 10	Apr-07
01-Aug-06			01-Oct-06	Building 11	May-07
15-Aug-06			15-Oct-06	Building 12	May-07
01-Sep-06			01-Sep-06		

General Information

- Incomplete application packets will not be accepted.
- Appointments are required for application hard copy submittals.
- Site plan approval is valid for one (1) year following City Commission approval. To maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date.
- Fee Schedule - <https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule>.
- Public Notice Fees - <https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees>.

Site Plan submittal requirements:

Submit one (1) original, one (1) hard copy and one (1) Flash Drive of the following. Additional copies will be required of subsequent submittals.

- Complete application
- Warranty Deed
- SLC Property Record Card
- Detailed project description
- General location map (see Section 125-313)
- Survey (see Section 125-313)
- Site Plan (see Section 125-313)
- Landscaping Plan (see Section 123-37)
- Conceptual Drainage Plan (see Section 125-313)
- Environmental Impact Report
- Beach/Dune System protection plan, if applicable (see Section 125-313)
- Lighting Plan (see Section 125-313)
- Design Review submittals (see Design Review application)
- Traffic Impact Report
- Concurrency Review submittals (see Concurrency Review application)



Lots of conditions from 2007 SPA are not satisfied.

No construction activity for more than 10 years

No vertical improvement commenced for Phase-I, Ever!

No extension request submitted for Phase-II

The “Developer” ignored all SPA Maintenance rules

RE: Gator Trace - Major Amendment to a Planned Development

Vennis Gilmore <vgilmore@cityoffortpierce.com>

Wed 3/20/2024 11:54 AM

To: Ekrem Uzman <ekrem@eu-intl.com>

Cc: Rasim Cinar <rasimcnr@gmail.com>; Kevin Freeman <kfreeman@cityoffortpierce.com>

Hi Ekrem,

The developer's agreement is separate from the Site Plan approval. To expedite the progress of your development, the City is moving forward with review to amend the PUD with a site plan. I will then be at the discretion of the landowners within the PUD to amend the Developer's Agreement and present it to the City, prior to any new development. This is per our legal guidance.

Best Regards,

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce

Planning Department

Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

[Website](#) | [Facebook](#) | [Survey](#)

Why should we amend an ineffective document?

SUMMARY

The background features abstract, overlapping geometric shapes in various shades of green, ranging from light lime to dark forest green. These shapes are primarily located on the right side of the page, creating a modern, layered effect. The rest of the page is a plain white background.

SUMMARY

1- Gator Trace on the Greens Application meets all ordinances.

2- No unit allocation required from any other development project.

3- Applicant has legal rights to build 83 townhomes on the subject property.

4- Florida is a RECORDING STATE. The previous SPA was never duly recorded; therefore, it is not effective, and nothing in that document can be enforced to this SPA.

5- The applicant requests UNCONDITIONAL APPROVAL

6- The applicant hereby asserts and reserves all legal rights against all parties involved.



GATOR TRACE

on the **GREENS**

Thank you!