

Instrument Prepared By:

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SUNRISE RESIDENTIAL
PLANNED DEVELOPMENT AND TRAFFIC CONTRIBUTION AGREEMENT

THIS PLANNED DEVELOPMENT AND TRAFFIC CONTRIBUTION AGREEMENT (“Agreement”),

made and entered into this

___ day of _____, 2024, by and between SUNRISE RESIDENTIAL, LLC, hereinafter referred to as the “Applicant”, and CITY OF FORT PIERCE, a political subdivision of the State of Florida, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, Applicant is the developer of the property situated in CITY OF FORT PIERCE, Florida, and more particularly described in the legal description attached and incorporated as **Exhibit 1**; and

WHEREAS, it is the desire of Applicant to develop a Planned Development (“PD”) to be known as SUNRISE consisting of 516.95 acres with 1,200 single family dwelling units (“DUs”), 300 multi-family DUs and 100,000 SF of commercial use; and

WHEREAS, as part of the development, Applicant is proposing significant contributions to the roadway network to mitigate the PD’s impacts to further satisfy Fort Pierce transportation concurrency requirements; and

WHEREAS, this type of development is permitted in the City subject to a binding written document negotiated between Applicant and City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the City and the development, and to encourage

enlightened and imaginative approaches to community planning.

NOW, THEREFORE, the parties do hereby agree as follows:

1. TRAFFIC CONTRIBUTION IMPROVEMENTS

1. Applicant agrees that traffic contribution improvements (the “Improvements”) will be undertaken and carried out in accordance with the following:
 - i. Applicant will construct approximately 0.7 miles of Arterial A as a 4-lane facility in The City of Fort Pierce from Midway Road north to the property’s northwest boundary.
 - ii. Applicant will also modify the north leg of the Midway Road and Arterial A intersection including traffic signal modifications and a new mast arm for southbound traffic. The Applicant will make the following intersection improvements at Midway Road and Arterial A:
 1. Southbound:
 - a. 2 left-turn lanes
 - b. 1 shared through/right-turn lane
 2. Westbound
 - a. Add one dedicated right-turn lane
 - b. Add pedestrian features to support pedestrian crossings on all 4-legs of the intersection
 - iii. Applicant will install a westbound right-turn lane into the commercial parcel concurrently with a building permit on the commercial parcel.
2. The timetable for development, which is attached as **Exhibit 2**.

3. The conditions and requirements agreed to by the City and Applicant as set forth in the Special Conditions, attached and incorporated as **Exhibit 3**.
4. Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

2. VESTED RIGHTS

Applicant shall have the right to construct the proposed Improvements in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the approved master site plan, final site plans, construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders. Applicant, its successors, assigns, shall have no vested rights in any expired development orders for this development. The City shall be held harmless from any and all liability stemming from any disputes between Applicant, its successors, assigns, predecessors in title or other property owners regarding any development under this Agreement.

3. DESTRUCTION

In the event that all or a portion of the proposed Improvements should be destroyed by a storm, fire, or other common disaster, Applicant, its grantees, successors or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan(s), subdivision plat(s), and development orders.

4. CHANGES OR AMENDMENTS

There shall at all times be strict adherence to the provisions of this Agreement and the approved development orders. Any change or amendment to this Agreement and/or approved development orders shall only be made in accordance with the City's Code of Ordinances.

1. Notwithstanding Paragraph 4, Applicant, its successors in interest and the City may amend or terminate this Agreement without securing the consent of other property owners whose property is subject to this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

5. BREACH OF AGREEMENT

1. Development of SUNRISE and the proposed Improvements shall at all times be in compliance with this Agreement and any approved development orders. Failure to comply with a development order may result in the suspension of that development order, the cessation of the City processing of all applications for development on the subject property and any associated phases, or termination of the development order.
2. Any person, including the Board of City Commissioners, hereinafter sometimes referred to as Board, or any member of the City Commission, may file a complaint with the City Manager alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred.
3. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Applicant or his successors in interest fail to abide by the provisions of this Agreement.

6. JURISDICTION

This Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this Agreement shall be instituted in the City of Fort Pierce, County of St.

Lucie, Florida

7. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

8. NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

APPLICANT: _____

CITY: City Manager
City of Ft. Pierce
100 N US Hwy 1
Fort Pierce, FL
34950

With required copy to:
City Attorney
City of Ft. Pierce
100 N US Hwy 1
Fort Pierce, FL
34950

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second

business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

9. ENTIRE AGREEMENT

This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

10. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

**APPLICANT: SUNRISE RESIDENTIAL, LLC,
A Florida limited liability company**

By: _____
Its: _____

Witness: _____
Print: _____

Witness: _____
Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of Sunrise Residential, LLC, a Florida limited liability company, who [] is personally known to me [] has produced _____ as identification.

Notary Public - State of Florida
My Commission Expires:

(NOTARY SEAL)

CITY OF FT. PIERCE

ATTEST: BOARD OF CITY COMMISSIONERS
CITY OF FT. PIERCE, FLORIDA

Michelle R. Miller
Clerk of the Circuit Court
& Comptroller

By: _____
Print: _____
As: *Chairman*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

(COMMISSION SEAL)

EXHIBIT 1
[LEGAL DESCRIPTION OF THE OVERALL TRACT]

Parcel 1:

A parcel of land lying in Sections 2 and 3, Township 36 South, and Sections 34 and 35 in Township 35 South, all in Range 39 East in St. Lucie County, Florida and being more particularly described as follows:

Commencing at the Northeast corner of said Section 3, thence North 89 degrees 46 minutes 35 seconds West along the North line of said Section 3 a distance of 2622.04 feet to a point on the East right of way line of N.S.L.R.W.C.D. canal No. 93 (a 78 feet wide right of way) and being the Point of Beginning of the following described parcel; thence North 00 degrees 20 minutes 10 seconds East along the East right of way line of said N.S.L.R.W.C.D. canal No. 93 a distance of 1318.99 feet to a point on the South line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, a not included parcel; thence South 89 degrees 46 minutes 53 seconds East along the South line of said parcel not included a distance of 624.96 feet to a point on the East line of said parcel not included; thence North 00 degrees 16 minutes 46 seconds East along the East line of said parcel not included a distance of 1319.04 feet to a point on the $\frac{1}{4}$ Section line of Section 34, Township 35 South, Range 39 East; thence South 89 degrees 47 minutes 10 seconds East along the $\frac{1}{4}$ Section line of said Section 34 a distance of 1987.99 feet to a point on the East line of Section 34 thence South 00 degrees 06 minutes 37 seconds West along the East line of said Section 34 a distance of 49.00 feet to a point on the South right of way line of N.S.L.R.W.C.D. Canal No. 101 (a 98.00 feet wide canal right of way) thence South 89 degrees 59 minutes 09 seconds East along the South right of way line of said N.S.L.R.W.C.D. Canal No. 101 a distance of 2664.42 feet to a point on the $\frac{1}{4}$ Section line of Section 35, Township 35 South Range 39 East thence North 00 degrees 12 minutes 25 seconds East along the $\frac{1}{4}$ Section of said Section 35, a distance of 2.00 feet to a point on the South right of way line of N.S.L.R.W.C.D. Canal No. 101 (a 94.00 feet wide canal right of way); thence South 89 degrees 52 minutes 23 seconds East along the South right of way of said N.S.L.R.W.C.D. Canal No. 101 a distance of 1331.59 feet; thence continue South 89 degrees 52 minutes 23 seconds East along the South right of way line of N.S.L.R.W.C.D. Canal No. 101 a distance of 418.59 feet to a point on the West right of way line of State Road No. 9 (interstate highway State Road No. 9 a distance of 727.09 feet to the beginning of a curve along the West right of way of said State Road No. 9 concave to the Southeast having a radius of 5903.58 feet; thence Southwesterly along the arc of said curve a distance of 402.05 feet through a central angle of 03 degrees 54 minutes 07 seconds to the beginning of a compound curve along the West right of way of said State Road No. 9 concave to the Southeast having a radius of 5903.58 feet; thence Southwesterly along the arc of said curve a distance of 597.06 feet through a central angle of 05 degrees 47 minutes 41 seconds to the beginning of a compound curve along the West right of way of said State Road No. 9 concave to the Southeast having a radius of 5903.58; thence Southwesterly along the arc of said curve a distance of 999.10 feet through a central angle of 09 degrees 41 minutes 48 seconds thence continue

along said West right of way line South 22 degrees 50 minutes 38 seconds West a distance of 363.01 feet to the North right of way line of N.S.L.R.W.C.D. Canal No.102 (a 85 foot wide canal right of way); thence North 89 degrees 48 minutes 50 seconds West along said North right of way line a distance of 60.02 feet; thence continue North 89 degrees 53 minutes 51 seconds West along said North right of way line a distance of 900.00 feet; thence continue along said North right of way line North 89 degrees 53 minutes 51 seconds West a distance of 430.07 feet; thence continue along said North right of way line North 89 degrees 53 minutes 51 seconds West a distance of 1330.07 feet to the West line of the Southwest $\frac{1}{4}$ of said Section 35; thence South 00 degrees 06 minutes 37 seconds West along the West line of said Southwest $\frac{1}{4}$ of Section 35, a distance of 42.50 feet to the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 2; thence South 00 degrees 06 minutes 35 seconds West along the West line of said Northwest $\frac{1}{4}$ of Section 2 a distance of 42.50 feet to the South right of way line of said N.S.L.R.W.C.D. Canal No. 102; thence South 89 degrees 53 minutes 51 seconds East along said South right of way line a distance of 1330.04 feet thence continue South 89 degrees 53 minutes 51 seconds East along said South right of way line a distance of 1300.04 feet to the West right of way line of a 30 foot road right of way as recorded in Deed Book 116, Page 379 of the Public Records of St. Lucie County, Florida; thence South 00 degrees 03 minutes 15 seconds West along said right of way line a distance of 129.69 feet returning to the West right of way line of said State Road 9 (interstate 1-95); thence South 22 degrees 50 minutes 38 seconds West along said right of way line a distance of 470.73 feet; thence continue South 26 degrees 50 minutes 37 seconds West along said right of way line a distance of 519.99 feet; thence continue South 32 degrees 49 minutes 14 seconds West along said right of way line a distance of 229.66 feet; thence departing said State Road No. 9 North 56 degrees 07 minutes 55 seconds West a distance of 323.65 feet; thence North 27 degrees 59 minutes 51 seconds East a distance of 671.72 feet; to the beginning of a curve concave to the Southwest having a radius of 150.00 feet; thence Northwesterly along the arc of said curve a distance of 308.52 feet through a central angle of 117 degrees 50 minutes 41 seconds; thence North 89 degrees 50 minutes 50 seconds West a distance of 1811.20 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 142.46 feet to the beginning of a curve concave to the Northwest having a radius of 335.00 feet; thence Southwesterly along the arc of said curve a distance of 365.79 feet through a central angle of 62 degrees 33 minutes 43 seconds thence South 62 degrees 33 minutes 43 seconds West a distance of 139.15 feet; thence South 01 degrees 56 minutes 01 seconds West a distance of 142.19 feet; thence South 53 degrees 57 minutes 44 seconds West a distance of 58.71 feet; thence South 85 degrees 17 minutes 03 seconds West a distance of 146.97 feet; thence South 02 degrees 37 minutes 14 seconds West a distance of 332.85 feet thence South 31 degrees 56 minutes 28 seconds West a distance of 78.35 feet; thence South 61 degrees 15 minutes 41 seconds West a distance of 335.42 feet to a point on the East right of way line of a 60 foot wide FP & L easement

as recorded in Official Records Book 119, Page 404; thence North 32 degrees 18 minutes 17 seconds West along the East right of way line of said 60 feet wide FP&L easement a distance of 1745.80 feet to a point on the North right of way line of a 200 feet wide FP&L easement as recorded in Official Records Book 377, Pages 2069-2076; thence North 89 degrees 46 minutes 35 seconds West along the North right of way line of said 200 feet wide FP&L easement and being parallel to the North line of said Section 3 a distance of 1026.62 feet to a point on the East right of way line of N.S.L.R.W.C.D. Canal No. 93 (a 78 feet wide right of way) thence North 00 degrees 02 minutes 49 seconds East along the East right of way line of said N.S.L.R.W.C.D. Canal No. 93 a distance of 52.50 feet to a point on the North Section line of said Section 3, Township 36 South, Range 39 East and being the Point of Beginning.

Parcel 2:

Parcel A: The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 35 South, Range 39 East less and except the East 39.00 feet for canal right of way said lands situate lying and being in St. Lucie County, Florida.

Parcel B: The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 3 Township 36 South, Range 39 East less and except the East 39.00 feet for canal right of way and less Midway Road right of way as set forth in Official Records Book 44, Page 447 of the Public Records of St. Lucie County, Florida; said lands situate, lying and being in St. Lucie County, Florida

EXHIBIT 2

[TIMETABLE FOR PLANNED DEVELOPMENT AND TRAFFIC IMPROVEMENTS]

PHASE SCHEDULE

Phase 1.1 (8 Months)

- General Earthwork for Pod A & surrounding infrastructure directly linked to North-South Arterial A from Midway Road to northwest boundary dead ending, including fill and subgrade
- Rough site grading and excavation of Storm Water Management flow-ways and ponds for Pod A
- Drainage associated with the phased roadwork
- Construction of water and wastewater infrastructure and stub-outs for future phases
- Construction of electric and cable services and stub-outs for future phases

- Construct North-South Arterial A from Midway Road to 1st Pod Entrance (Approximately 650 Ft) including traffic signal modifications and a new mast arm for southbound traffic
 1. Southbound:
 - i. 2 left-turn lanes
 - ii. 1 shared through/right-turn lane
 2. Westbound
 - i. Add on dedicated right-turn lane
 - ii. Add pedestrian features to support pedestrian crossings on all 4-legs of the intersection
- Landscape Buffer, Irrigation, Sidewalks and street lighting with phased roadwork
- Construction of Monument

Phase 1.2 (4 Months)

- Construct North-South Arterial A from 1st Pod Entrance to 3rd Pod Entrance (Approximately 2000 Ft)

Phase 1.3 (8 Months)

- General Earthwork for Pod B & surrounding infrastructure directly linked to North-South Arterial A from Midway Road to northwest property boundary line, including fill and subgrade
- Rough site grading and excavation of Storm Water Management flow-ways and ponds for Pod B
- Drainage associated with the phased roadwork
- Construction of water and wastewater infrastructure and stub-outs for future phases
- Construction of electric and cable services and stub-outs for future phases
- Construct North-South Arterial A from Midway Road from 3rd Pod Entrance to Western Property Line (Approximately 850 Ft)
- General Earthwork for commercial POD including water, wastewater, electric, cable and all utility connections, including fill and subgrade

Phase 1.4 (12 Months)

- General Earthwork for Pod C & surrounding infrastructure directly linked to internal roadway connecting North-South Arterial A to Pod C
- Rough site grading and excavation of Storm Water Management flow-ways and ponds for Pod C
- Drainage associated with the phased roadwork
- Construction of water and wastewater infrastructure and stub-outs for future phases
- Construction of electric and cable services and stub-outs for future phases
- Construct phase 1 of the Nature Amenity on the northern property boundary
- Construction of Commercial Pod Monument
- Install a westbound right-turn lane in to the commercial parcel

Phase 2.1 (8 Months)

- General Earthwork for Pod D & surrounding infrastructure directly linked to internal roadway phase ½ connections
- Rough site grading and excavation of Storm Water Management flow-ways and ponds for Pod D
- Drainage associated with the phased roadwork
- Construction of water and wastewater infrastructure and stub-outs for future phases
- Construction of electric and cable services and stub-outs for future phases
- Construct centralized amenity location #1

Phase 2.2 (12 Months)

- General Earthwork for Pod E & surrounding infrastructure directly linked to internal roadway connections
- Rough site grading and excavation of Storm Water Management flow-ways and ponds for Pod E
- Drainage associated with the phased roadwork
- Construction of water and wastewater infrastructure and stub-outs for future phases
- Construction of electric and cable services and stub-outs for future phases
- Construct phase 2 of the Nature Amenity on the northern property boundary

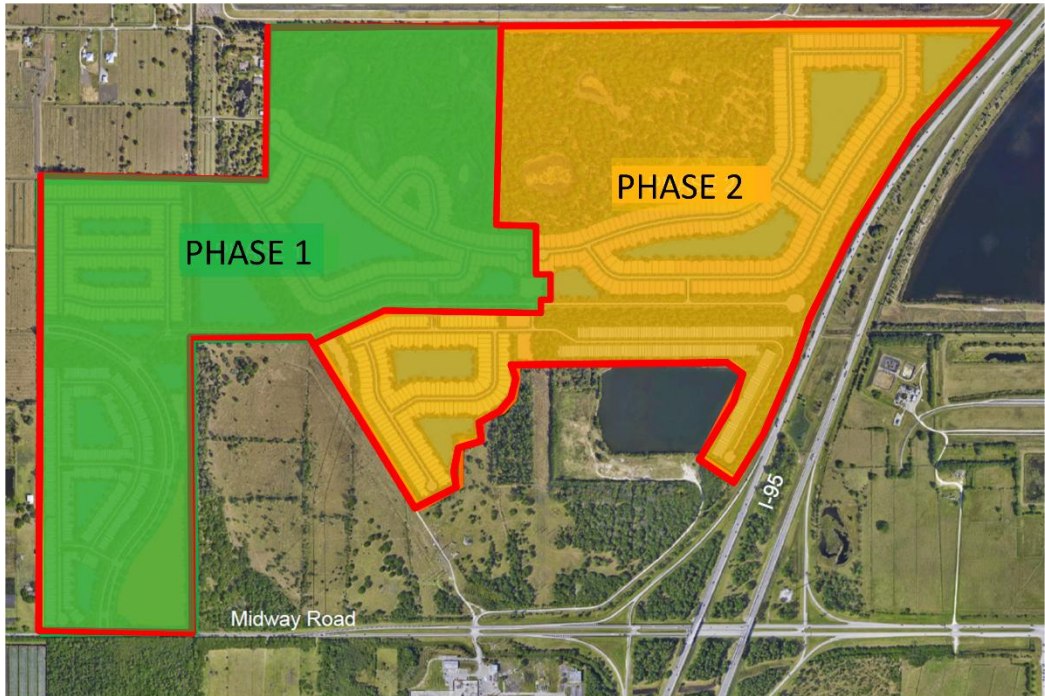
Phase 2.3 (6 Months)

- General Earthwork for Pod F & surrounding infrastructure directly linked to internal roadway connections
- Rough site grading and excavation of Storm Water Management flow-ways and ponds for Pod F
- Drainage associated with the phased roadwork
- Construction of water and wastewater infrastructure
- Construction of electric and cable services

EXHIBIT 3

[SPECIAL CONDITIONS OF DEVELOPMENT]

1. The phasing of the project, outlined in Exhibit 2 of this agreement, shall adhere to City Code Sections 125- 212(b)(6) and 125-212(c)(1)(c): Phasing. Each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with



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MacKenzie Engineering and Planning, Inc.



lucido&associates

Master Plan - Phasing

subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases.

Fig 1. Phasing Plan

2. Any Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning at section 125-212 – Planned Development Zone (PD).
3. Prior to submittal of a Final PD Plan an updated Environmental Survey shall be carried out to confirm whether any protected species are impacted.
4. The Final PD site plan submittal shall include a wetland jurisdictional survey.
5. Prior to submittal of a Final PD site plan, and if required, a Gopher Tortoise Survey shall be carried out on site.
6. Prior to submittal of a Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.
7. A detailed stormwater and drainage plan and statement shall be submitted at the time of a Final PD site plan application.
8. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
9. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

10. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.
11. a Final PD site plan submittal shall contain all documents, plans and analysis as required as required per section 215-213 of the City's Code Of Ordinances, including, but not limited to:
 - i. The Final PD site plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.
 - ii. A Landscape and irrigation plan.
 - iii. Proposed lot lines and other divisions of land for management, use or allocation purposes.
 - iv. The location, size and height of present and proposed buildings and structures, including architectural elevational drawings and typical floor plans.
 - v. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
 - vi. The pedestrian circulation system, including its interrelationships with the vehicular circulation system and proposed passive recreation system, showing all curb cuts and sidewalks
 - vii. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

- viii. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.
- ix. Tree Mitigation plan and calculations.
- x. Preserve Area Management Plan.
- xi. Stormwater report and statement of stormwater maintenance/management arrangements.

12. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

13. A final Plat will be required prior to approval of a Final PD.

14. The following Documents form part of the Sunrise Master Planned Development.

PD SITE PLAN	by JE on March 15, 2024 - REG. #6667144 (Steve Garrett of Lucido & Associates)
BOUNDARY SURVEY	by Terry H. Drum, PSM of GSS Surveying and Mapping, LLC. License # LS5597 on June 18, 2024.
TOPOGRAPHIC SURVEY	by James W. Mills, P. E. of Mills, Short & Associates. License # 74145 on May 24, 2024.
LANDSCAPE PLAN	by JE on March 15, 2024 - REG. #6667144 (Steve Garrett of Lucido & Associates)
MASTER STORMWATER REPORT	by James W. Mills, P. E. of Mills, Short & Associates. License # 74145 on June 2, 2023.

TRAFFIC IMPACT ANALYSIS	by Kevin Trepanier, P.E. of MacKenzie Engineering & Planning, Inc. (Revision June 2024) dated June 27, 2024.
ENVIRONMENTAL ASSESSMENT	by Jennifer Acevedo, Environmental Consulting Department of Aquatic Research Monitoring, Equipment, & Deployment, LLC on May 2023.