

Instrument Prepared By:

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MILLCREEK 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 DREAM FINDERS HOMES, 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 MILLCREEK consisting of 62.51 acres with 439 single family and townhome dwelling units (“DUs”); 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, subject to approval by FDOT, a traffic signal at the intersection of Orange Avenue and Bent Creek Drive, which will align with the primary access to the PD.

ii. In addition, the Applicant will make the following intersection improvements at Orange Avenue and Bent Creek Drive:

1. Eastbound:

a. _____

b. _____

2. Westbound:

a. _____

b. _____

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 MILLCREEK 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: Maston Crapps
Regional VP of Land
Dream Finders Homes, LLC
14701 Philips Hwy., Suite 300
Jacksonville, FL 32256

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: DREAM FINDERS HOMES, 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 SEAL)

Notary Public - State of Florida
My Commission Expires:

CITY OF FT. PIERCE

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

City Mayor

By: _____
Print

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

(COMMISSION SEAL)

EXHIBIT 1
[LEGAL DESCRIPTION OF THE OVERALL TRACT]

Parcel ID Numbers: 2407-124-0001-000-3

LEGAL DESCRIPTION:

PARCEL A:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF-WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28" WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

EXHIBIT 2

[TIMETABLE FOR PLANNED DEVELOPMENT AND TRAFFIC IMPROVEMENTS]

PHASE SCHEDULE

Phase 1 (___ Months)

-
-
-
-

Phase 2 (___ Months)

-
-
-

Phase 3 (___ Months)

-
-
-

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

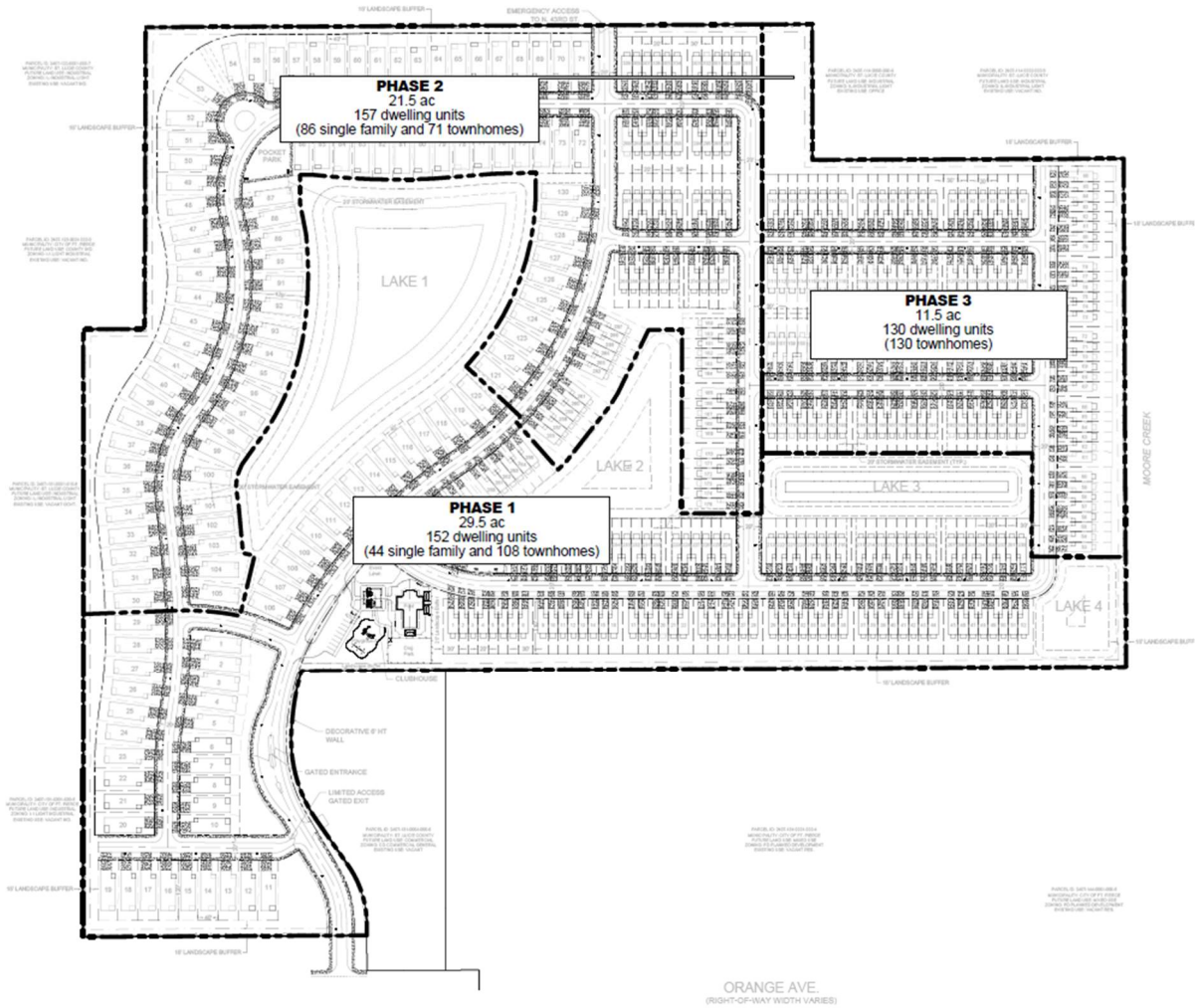


Fig 1. Phasing Plan

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. The 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
4. 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.
5. The following Documents form part of the Millcreek Master Planned Development.

PD SITE PLAN	by _____ on March 15, 2024 - REG. _____ (_____)
BOUNDARY SURVEY	by _____. License # _____ on _____, 2024.
TOPOGRAPHIC SURVEY	by _____. License # _____ on _____, 2024.
LANDSCAPE PLAN	by _____ on _____, 2024 - REG. # _____ (_____)
MASTER STORMWATER REPORT	by _____. License # _____ on _____, 2023.
TRAFFIC IMPACT ANALYSIS	by _____ (Revision _____ 2024) dated _____, 2024.
ENVIRONMENTAL ASSESSMENT	by _____ on _____ 2024.