

January 9, 2025

VIA EMAIL

City of Fort Pierce
100 North U S Highway 1
Fort Pierce, Florida 34950

Re: January 13, 2025 Quarterly Progress Update Summary and Supporting Materials

Dear Mayor Hudson and Commissioners Broderick, Johnson, Gaines, and Taylor:

As you know, Jones Foster, P.A. represents Audubon Development, Inc. ("Audubon"). I am writing to you in advance of the January 13, 2025, Quarterly Progress Update Presentation to provide an update on the King's Landing Project ("Project") presentation and our presentation's supporting materials. This update will cover the following topics: (1) Audubon's proposal to include Live Oak Holdings Group ("LOHG") as lead developer of the Project; (2) Mainsail Lodging and Development ("MLD") and Marriott's continued commitment to bringing a premier hotel to the Project; and (3) site plan modifications.

**Audubon's Proposal to Include Live Oak Holdings Group ("LOHG")
as Lead Developer of the Project**

As noted in our January 2025 Written Progress Update, Mr. Bill Ware has amicably resigned from Harbert Realty Services ("HRS") and has joined Live Oak Contracting, Inc. ("LOC") as its Development Manager. LOC is a full-service general contracting firm that specializes in multifamily and commercial construction including design-assist build and development of multifamily market-rate projects, low-income housing tax credit projects, senior living communities, general commercial projects, rehabs, and renovations. The LOC team has an extensive portfolio, including over 50 years of construction experience spanning ten states.

LOC's Owner and President, Paul Bertozzi, is supportive of Mr. Ware's continued involvement with the project in his new role. LOC's parent company, Live Oak Holdings Group (LOHG), previously intended to join the project as a co-general partner providing project equity, debt guaranty, and Mr. Ware's continued services. On January 8, 2025, Audubon was notified that HRS and LOHG concluded that transitioning leadership from HRS to LOHG would be in the best interest of the Project, ensuring its continued success and effective management by Mr. Ware. As more fully discussed below, Audubon and MLD are in support of this transition, and all project efforts continue seamlessly as currently prescribed.

In light of these changes, we intend to present the City with the revised terms of a proposed joint venture agreement between LOHG and Audubon for discussion and approval pursuant to Paragraph 12 of the Amended and Restated Agreement for Development of King's Landing at the January 13, 2025, Quarterly Progress Update Presentation. I have attached the (1) Audubon/LOHG Memorandum of Understanding

E S T .
1 9 2 4

lfrancisco@
jonesfoster.com
561-650-0492 T
561-650-5300 F

505 S. Flagler Drive
Suite 1100
West Palm Beach
Florida 33401

January 9, 2025

Page 2

("Audubon MOU") (Attachment 1) and (2) the LOHG/EDC Agreement for Professional Services (Attachment 4) for your review. Mr. Ware will also be present at the meeting and available to answer any questions you might have on this topic.

Mainsail Lodging and Development ("MLD") and Marriott's

Continued Commitment to the Project

Both MLD and Marriott remain committed to bringing a Tribute Portfolio hotel to the Project. The parties support LOHG's transition to lead developer. MLD and LOHG have executed an updated memorandum of understanding to this effect ("Hotel MOU"). For your review, I have attached (1) the Hotel MOU (Attachment 2) and (2) correspondence from MLD regarding the Marriott Franchise Application (Attachment 3).

As stated in our January 2025 Written Progress Update, a Terms Sheet between Marriott and MLD has already been agreed to and fully executed. The parties continue to collaborate with MLD to complete the Marriott Franchise Application. On January 9, 2025, MLD reaffirmed that the Marriott Franchise Application will be submitted on or before January 20, 2025 – **nine days ahead of the Project Schedule**. (See Attachment 3.)

Site Plan Modifications

In collaboration with MLD and Marriott, the parties continue to work with the City on proposed site plan modifications, which predominantly relate to parking and overall site connectivity. The goals of these modifications are (1) to enhance the overall quality of the project, (2) to elevate the user experience for residents and hotel guests, and (3) to improve the project's integration into the City's existing infrastructure and character.

Mr. Ware has been in consistent communication with the City regarding these changes. At least, two global meetings on these changes have occurred, involving all department heads and staff.

The parties are grateful for the City's continued collaboration on the Project.

Sincerely,

JONES FOSTER P.A.

/s/ Lainey W. Francisco

Lainey W. Francisco

Attorney

Enclosure

JOINT VENTURE SALIENT TERMS

TO: Dale Matteson – Audubon Development

FROM: Live Oak Holdings Group

SUBJECT: King’s Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: January 6, 2025

This agreement (“Agreement”) is a summary of salient business terms of a company structure that Live Oak Holdings Group (“LOHG”) proposes to develop a mixed-use project known as King’s Landing in Ft. Pierce, Florida (‘Project’) with Audubon Development (AD). This Agreement will serve as a guide to facilitate associated operative agreements for a Joint Venture structure, including exclusive development rights, due diligence period, and approval period.

1. Joint Venture: To be formed single-asset Delaware limited liability company (“JV”) for the development of the project.
2. Purpose: JV will develop and own a Class A, mixed-use project to be known as King’s Landing (the “Project”) as an investment property. The JV will finance, develop, construct, market, sell/lease residential and commercial spaces and manage the Project.
3. Property: AD owns an approximate 6.8811 acre property located on North 2nd Street in Ft. Pierce, Florida (“Property”) and AD shall contribute the property into the JV at a value of \$6,100,000 as per below:
 - \$4,600,000 allocated to the Project’s uses, excluding the Hotel
 - \$1,500,000 allocated to the Hotel
4. Project: King’s Landing, a Mixed-Use Development in Fort Pierce, FL
 - 106 Condominium Units
 - ±140-Room Tribute Portfolio by Marriott Hotel
 - ±50,000 SF of Retail and Restaurants
 - Land for Future Development
 - 170-Space Structured Parking and 129 Surface Parking Spaces
5. Members: AD and LOHG, or their respective affiliates shall be the Members of the JV. The Members’ ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The JV

will be a Delaware limited liability company with LOHG acting as the company's Managing Member of the JV.

6. Due Diligence:

LOHG has performed due diligence including studies and discovery on: the updated City approved project development schedule (being reviewed for modification), the City Florida Job Growth Infrastructure Grant and Amendment One thereto, the residential condominiums, hotel, retail, and restaurant markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, confirmation of zoning, density, preliminary design cost, and state, county and local incentives. LOHG acknowledge receipt of the survey, land appraisal, City approved initial site plan, (being reviewed for modification), the City Florida Job Growth Infrastructure Grant and Amendment One thereto, the Recorded Amended and Restated Agreement for Development of King's Landing, the First Amendment to Amended and Restated Agreement for Development of King's Landing, the Second Amendment to Amended and Restated Agreement for Development of King's Landing, the initial AD project budget and proforma, and initial Hotel incentive package memorialized in the letter dated August 22, 2022 from St. Lucie EDC to Mainsail, and subject to final approval of an amended project site plan and schedule, are satisfied.

LOHG shall immediately sign the Proposal from EDC dated December 13, 2024 engaging them for immediate commencement of the proposed site plan modifications.

7. Exclusive:

LOHG has the exclusive right to execute the JV with AD for the development of the Property and AD will not show or discuss the property to other prospects, developers or potential purchasers or partners. LOHG will immediately proceed to submit and receive any and all required site plan and schedule modifications from the City.

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure:

All amounts are approximate. Total development cost per AD is estimated to be approximately as follows:

Condos, Retail & Restaurants, and Parking:

| | |
|----------------------------|-------------|
| • Land Acquisition Costs: | \$6,100,000 |
| • Hard Construction Costs: | 93,540,000 |
| • Soft Costs: | 15,313,600 |
| • TI and FF&E: | 1,100,000 |
| • Financing Costs: | 2,000,000 |

- Interest Reserve: 9,225,000
Total, excluding the Hotel: \$127,278,600

Hotel: \$55,000,000

10. Debt/Equity/Structure:

Condominiums, Retail/Office/Restaurant and Parking Assumptions:

\$127,000,000 Estimated Budget
\$ 82,550,000 Leveraged Debt – 65%
\$ 44,450,000 Cash, Land – 35%

LOHG will be the general partner (GP) in the above uses, which excludes the Hotel. LOHG serve as managing member and LOHG will have a GP interest of 100%, and AD will have an LP interest in the calculated percentage of its land contributions, respectively.

LOHG and its affiliates will invest up to \$4,450,000 of the GP equity in the form of cash; LOHG commits to raise an additional \$38,500,000 investor limited partners (LP) funds; AD will invest \$1,500,000 LP equity in the form of the land. If the construction loan proceeds differ, the GP and LP cash contributions will be modified accordingly. All cost overruns will be funded pro rata based on percentage of ownership. Credits from city incentives or development credits will adjust the GP and LP cash contributions accordingly.

Decision making within the GP will be 100% LOHG.


- Fees** - Fees will be memorialized in the JV agreement and are subject to Lender approval.
- Marketing & Sales** – 4% of the Residential Condominium sales.
- Development Fee** - 5% of total design, engineering and construction cost. This fee shall be allocated 100% to LOHG.
- Guaranty** – LOHG and affiliates will be loan guarantors and each be paid a Loan and Completion Guaranty Fee of 0.75% of applicable costs, to be defined in the JV agreement, at loan closing and an annual Debt Guarantee fee of .025% of the loan balance until guaranty is retired or not required.
- Construction Management Fee:** .5% of the total construction contracts for the project to be paid to LOHG, for services to be rendered.

11. Debt/Equity Structure Hotel
Please see separate signed MOU between Mainsail Lodging and Development and LOHG.
12. Promote: The mixed-use components of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR, then GP distributions increase to 30% thereafter.
13. Management Responsibilities: Subject to the members of the JV preparing and agreeing to a roles and responsibilities matrix to be defined in the Operative Agreements.
14. Transfer Provision: No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however, Members will be permitted to transfer their interest to affiliated entities.
15. Admission of Additional Members: No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.
16. Buy/Sell Provisions: The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.
17. Confidentiality: Prior to the finalization of the JV, LOHG and AD agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information”). LOHG agrees: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property’s suitability for LOHG’s due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.
18. Operative Agreements:
- a. *Operating Agreement:* The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.
 - b. *Development Agreements:* JV will enter into a Development Agreement with Members.

- c. *Management Agreements:* The Company will enter into a property management agreement with Members and for the operation of the day-to-day activities of the Project.
- d. *Leasing Agreement:* The Company will enter into a leasing agreement with Members to market, and lease retail and restaurant tenants in the Project.
- e. *Sales Agreement:* The Company will enter into a marketing and sales agreement with Members to market and sell the Residential Condominiums.
- f. *Guaranty Agreement:* The company will enter into a guaranty agreement with LOHG and its affiliates to provide a guaranty on the construction loan.

This Agreement contains the salient business terms of the parties. Both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

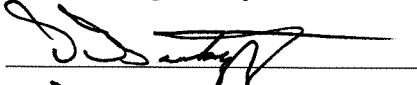
By: 

Name: DAIS MATTESON

Its: PRESIDENT/CEO

Date: 1-9-25

Live Oak Holdings Group:

By: 

Name: Paul Bertozzi

Its: President

Date: 1.6.2025

MEMORANDUM OF UNDERSTANDING

TO: Bill Ware – Live Oak Contracting

FROM: Joe Collier - Mainsail Lodging and Development

SUBJECT: King’s Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: January 8, 2025

This Memorandum of Understanding (“MOU”) is an initial summary of a company structure that Live Oak Estates (“LOE”) with Mainsail Lodging & Development (“Mainsail”) proposes to develop a hotel in Ft. Pierce, Florida (“Project”). This MOU will serve as a guide to facilitate associated operative agreements for a Joint Venture structure and an exclusive due diligence period.

1. **Joint Venture:** To be formed, a single-asset limited liability company (“JV”) for the project hotel.
2. **Purpose:** JV will acquire land, develop, and own an upscale full-service hotel (the “Project”) as an investment property. The JV will develop, finance, construct and operate the Project.
3. **Property:** LOE controls an approximate 7.38-acres property located on North 2nd Street in Ft. Pierce, Florida (“Property”) and Audubon Development (A.D.) shall contribute the property for the hotel into the JV at a value of \$1,500,000 as a limited partnership contribution. This will be the imputed equity that is in the limited partnership.
4. **The Project and Surrounding Development:** King’s Landing, a Mixed-Use Development in Fort Pierce, FL
 - 106 Condominium Units
 - ±140-Room Tribute Portfolio by Marriott Hotel
 - ±50,000 SF of Retail and Restaurants
 - Excess land that could be sold or developed
 - 170-Space Structured Parking and 129 Surface Parking Spaces
5. **Members:** LOE, and Mainsail, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The JV will be a limited liability company with LOE and Mainsail as the company’s Co-Managing Members of the JV.
6. **Due Diligence:** Prior to the formation of the JV, LOE and Mainsail shall have 60-days to perform due diligence including studies and discovery on:



the hotel, markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, zoning, density, preliminary design cost and state, county, and local incentives. The results of these studies will be presented to HRS to determine the need for additional or modified terms of the JV structure not outlined in the MOU. LOE and Mainsail acknowledge receipt of the survey, land appraisal, approved initial site plan (to be modified), and initial Hotel incentive package memorialized in the letter dated August 22, 2022, from St. Lucie EDC to Mainsail.

7. Exclusive/ No-Shop:

During the Due Diligence period, LOE and Mainsail will have the exclusive right to JV with each other for the development of the Property.

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure

All amounts are approximate. Total development cost estimated to be approximately as follows:

Hotel: \$55,000,000

Hotel

Mainsail (80%), LOE (20%) will be Co-GPs in the Hotel.

| Kings Landing Capital Stack - Hotel | | | | |
|-------------------------------------|----------|------|--------------|--------------|
| GP Equity | | % | Equity \$ | Contribution |
| LOE | | 20% | \$385,000 | Cash |
| Mainsail | | 80% | \$1,540,000 | Cash |
| | Total GP | 100% | \$1,925,000 | |
| LP Equity | | % | Equity \$ | Contribution |
| A.D. | | | \$1,500,000 | Land |
| Limited Partners | | | \$15,825,000 | Raise |
| | Total LP | | \$15,825,000 | |
| Total Equity | | 35% | \$19,250,000 | |
| Debt | | 65% | \$35,750,000 | |
| Total Project | 100% | | \$55,000,000 | |



Assumptions:

\$55,000,000 Estimated Budget
\$35,750,000 Leveraged Debt – 65%
\$19,250,000 Cash, Land – 35%

Mainsail and LOE will invest up to \$2,000,000 in the form of cash. Mainsail will raise (LP) equity in the amount of \$15,750,000. If the construction loan proceeds and/or incentives/development credits are received, the GP and LP cash contributions will be adjusted accordingly. All cost overruns will be funded pro rata.

Decision making within the GP will be 80% Mainsail, 20% LOE.

- a. **Development Fee** - 4% of design, engineering, and construction costs. This fee shall be paid to 20% to LOE and 80% to Mainsail.
- b. **Opening and Technical Fees** - Mainsail to receive \$150,000, plus reimbursable expenses that are pre-approved by the Parties. Fee to be paid \$10,000 at execution of the Hotel Management Agreement and \$7,000 for the following twenty (20) months.
- c. **FF& E/OS&E Sourcing** -to be a cost of the work and performed by a third-party entity.
- d. **Hotel Management Fees** - Mainsail to receive a base management fee equal to 4.0% of annual gross revenues. Incentive management fee to be negotiated during final terms of the agreement.

11. **Promote:** The Hotel component of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR then GP distributions increase to 30% thereafter in agreed stack with limited partner.
12. **Management Responsibilities:** Members to prepare responsibilities matrix.
13. **Transfer Provision:** No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.
14. **Admission of Additional Members:** No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.
15. **Buy/Sell Provisions:** The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.
16. **Confidentiality:**



Prior to the finalization of the JV, LOE and Mainsail agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information”). LOE and Mainsail agree: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property’s suitability for LOE’s and Mainsail’s formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

17. Operative
Agreements:


- a. *Operating Agreement:* The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.
- b. *Development Agreements:* JV will enter into Development Agreements with Members.
- c. *Management Agreements:* The Company will enter into property management and hotel agreements with Members and for the operation of the day-to-day activities of the Project.
- d. *Guaranty Agreement:* The company will enter into a guaranty agreement with LOE and Mainsail Lodging and Development to provide a guaranty on the construction loans.

This MOU contains the general understanding of the parties and is not a legally binding agreement. All legally binding obligations between the parties shall arise only upon the execution of Operating and Development Agreements except for Sections 5, 6 and 7 of the MOU, which shall be binding on both parties. Notwithstanding, both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Mainsail Lodging & Development:

By:

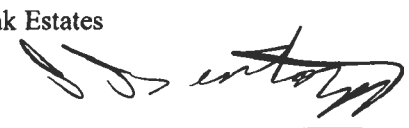
Name:


Joe C. Collie

Live Oak Estates

By:

Name:


Paul Bertozzi


Its:

Date:

Name:

Its:

Date:


1-8-25

President

Its:

Date:

09 January 2025

From: Joe Collier <jcollier@mainsailhotels.com>
Sent: Thursday, January 9, 2025 2:05 PM
To: Bill Ware <bware@liveoakcontracting.com>
Cc: Juli Corlew <jcorlew@mainsailhotels.com>
Subject: Marriott App

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Bill,
I wanted to confirm that we are completing the Marriott franchise app for the Fort Pierce, Kings Landing project and will have that ready for submittal prior to 1/20/25.
I hope you are doing well.

Joe

JOE COLLIER
President & Founder
tO | 813.243.2602
M | 813.294.1667
MANSAILHOTELS.COM



Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).



December 13, 2024

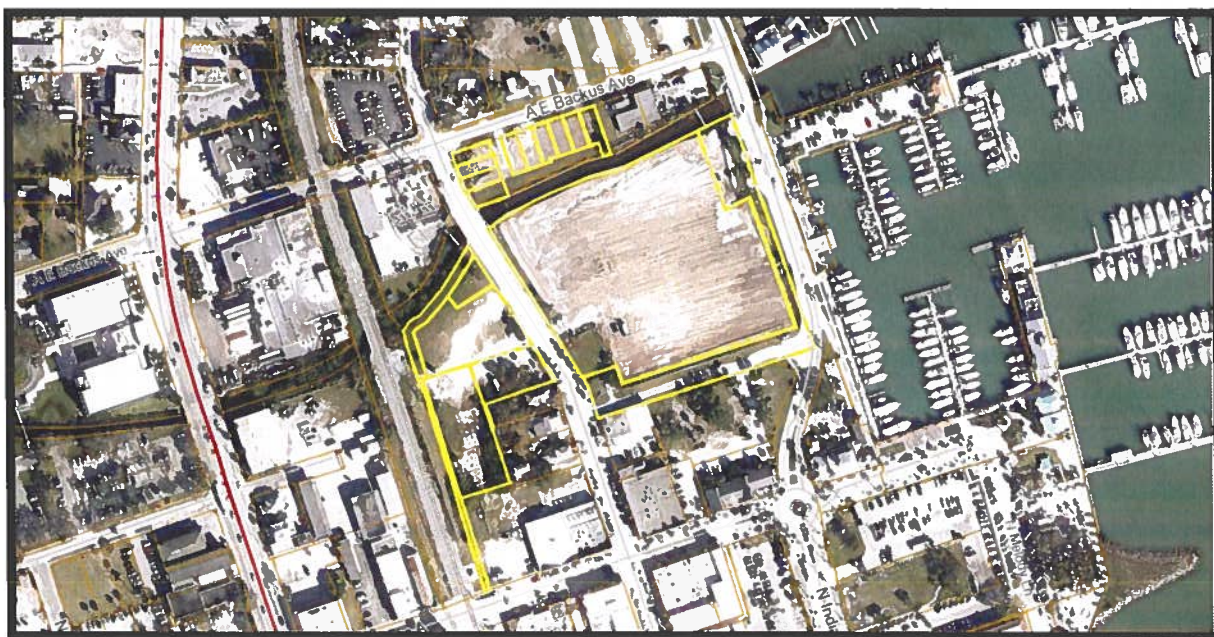
~~XXXXXXXXXXXX~~ Live Oak Estates Group via e-mail: bware@harbertrealty.com
Attn: Bill Ware, Development VP
~~XXXXXXXXXXXX~~ 100 N Laura St Ste 900
~~XXXXXXXXXXXX~~ Jacksonville, FL 32202

Subject: Proposal for Professional Services Associated with King's Landing Main Site Phase I and Hotel Located in the City of Fort Pierce, Florida.

Dear Mr. Ware,

We appreciate the opportunity to submit the following proposal for professional services regarding the properties as outlined in the aerial below known as "Kings Landing":

Site Aerial



The subject properties have a Future Land Use Designation of Central Business District (CBD) and are located in the Planned Development (PD) Zoning district. We understand that you wish to obtain approval of a new layout on the Kings Landing Main Site (excludes Villas and property west of 2nd Street) for the proposed hotel, parking garage, restaurant/retail buildings, and realignment of the street connection to 2nd Street as was previously approved on July 21, 2023. This would require a site plan amendment from the City of Fort Pierce.



The following Scope of Services includes typical land development tasks for the outlined services. In addition, this scope covers the coordination and management of sub-consultants. This scope includes only those tasks described. Most of the requirements for the land development applications can be provided by our firm. You will need the services of an architect(s) to work collaboratively with our firm for the Design Review by local government. It is assumed that involvement by the hotel design team will support development of the plans associated with this scope of services. This scope includes only the Phase I core infrastructure, roadways, parking garage (if included with Phase I by CLIENT) and hotel site in the construction plan and permit portion of the project. Subsequent phases of Kings Landing are not included.

If you agree with the proposed tasks please sign and return to our office as authorization to proceed. Thank you for the opportunity to serve as your civil engineering consultants.

Respectfully,

ENGINEERING DESIGN & CONSTRUCTION, INC.

David C. Baggett, P.E.
Regional Manager - Engineering

Z:\EDC-2024\NEW PROJECT - Harbert - Kings Landing Main Site\ENGINEERING\Administration\Contracts\2024-12-XX_B_Ware_Harbert_Realty_Services_Kings_Landing_SP_CP_Proposal.docx



SCOPE OF PROFESSIONAL SERVICES

For

KINGS LANDING – FORT PIERCE, FL

SITE PLAN AMENDMENT APPROVAL

1. **TEAM / AGENCY MEETINGS:** CONSULTANT will attend periodic development meetings with the CLIENT, Team, and Governmental entities to discuss the schedule and progress of the work. This also includes preliminary meetings with various agencies if required. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies. This section includes one (1) intake meeting, two (2) Technical Review Committee meetings, one (1) Planning & Zoning (P&Z) Board meeting, and one (1) City Commission meeting.

Time & Expense: \$ 4,500.00

2. **CITY OF FORT PIERCE DEVELOPMENT REVIEW APPLICATION:** CONSULTANT will prepare a revised final site plan based on concept plan approved by the CLIENT. Preparation of development review application and supporting documents. CONSULTANT will prepare preliminary engineering plans for submittal to the City of Fort Pierce for site plan approval. The plan will be reviewed by the CLIENT and revisions will be incorporated to act as the basis for the final engineering plans. The plans will address, major drainage features, utility connection points, utility extensions, grading concepts, and drainage elements. The plan will also include basic civil design requirements such as paving cross sections, sidewalk design, and roof drainage concepts. These plans will be submitted to the City of Fort Pierce for approval as part of the development review application. The CONSULTANT will prepare responses and revisions and required supporting data and documents to address review comments from the City of Fort Pierce Technical Review Committee. Preparation will include compilation of responses and revised materials from professionals such as, but not limited to, surveys, traffic analysis, drainage analysis, etc. as needed. Preparation of support materials for meetings with development team, review staff, and government officials to discuss non-compliance issues. Preparation of packets required for re-submittal. Coordination of responses and revisions for the required supporting data and documents to address review comments for the re-submittal including materials from professionals who will provide materials such as, but not limited surveys, traffic analysis, drainage analysis, etc. as needed. The CONSULTANT will prepare for and attend Technical Review Committee (TRC), Planning Board, and Board of Commissioners as required by the City of Fort Pierce.



Lump Sum: \$ 20,500.00

3. **CITY OF FORT PIERCE DESIGN REVIEW APPLICATION:** CONSULTANT will prepare the application package for signature by the property owner and will coordinate with the CLIENT's architect to obtain the necessary color renderings, floor plans, exterior elevations and required narrative that describes the intent of the project.

Lump Sum: \$ 2,950.00

4. **LANDSCAPE & IRRIGATION PLANS:** CONSULTANT will prepare revised code compliant Landscape Plans for submission to the City of Fort Pierce for their review process. The plan shall include all plant locations, type/varieties, sizes, spacing, plant specifications, details, charts, etc. required for their review process excluding tree mitigation. Based upon CLIENT'S review and approval (signature) of the Landscape Plan, it will be submitted to the governing agency for their review process. This task revisions to address one (1) round of written comments from the City of Fort Pierce. The irrigation drawings will correspond with the Landscape Plan and submitted to the City of Fort Pierce and will be submitted after the first review by staff to minimize revisions. Irrigation Plans include detailed zone and head layouts, component specifications, and written specifications on detail sheet. The water source will be a proposed well unless otherwise directed by the CLIENT. This includes one (1) round of response to comments.

Landscape Lump Sum: \$ 5,200.00

Irrigation Lump Sum: \$ 3,650.00

5. **BOUNDARY & TOPOGRAPHIC SURVEY (UPDATED):** CONSULTANT will prepare a Boundary/Topographic Survey based upon a prior survey prepared by the office under Project Number 19-361. The survey will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Minimum Technical Standards for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The Boundary Survey will include the review of the title policy or commitment if provided by the CLIENT. All easements, reservations, and rights-of-way provided within the commitment or provided by the CLIENT will be shown on said survey. The survey will be tied to the Florida State Plane Coordinate System NAD1983, 1990 adjustment. The cost of the survey will include finding and setting property corners & mapping the improvements. CONSULTANT will verify existing topography and supplement any changes from the prior survey.

Lump Sum: \$ 8,500.00



PHASE I CORE INFRASTRUCTURE AND HOTEL SITE – CONSTRUCTION PLANS & PERMITS

6. **TEAM / AGENCY MEETINGS:** CONSULTANT will attend periodic development meetings with the CLIENT, Team, and Governmental entities to discuss the schedule and progress of the work. This also includes preliminary meetings with various agencies if required. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies.

Time & Expense: \$ 4,500.00

7. **CONSTRUCTION PLANS:** Based on the CLIENT-approved final site layout, the CONSULTANT will design and prepare construction plans and "short-form" specifications (included with the construction plans) for the on-site paving, grading, drainage, utility and erosion control for the proposed project. The plans will meet the requirements of the CLIENT and relevant permitting agencies, and will include the following: cover sheet, horizontal control, paving, grading, drainage, signage pavement markings, and associated details, water and wastewater utility design and associated details, and short-form specifications. Substantially complete construction plans and will be submitted to the CLIENT and appropriate agencies and all comments will be incorporated into the final set of documents.

Lump Sum: \$ 84,000.00

8. **FPUA UTILITY COORDINATION AND APPROVAL:** CONSULTANT will submit preliminary plans and calculations to FPUA for approval. The item includes the coordination of existing utility connection points. If required, this task includes the coordination of pressure tests at the existing fire hydrant for the proposed project. CONSULTANT will respond to any request for information from staff. CONSULTANT will then submit final plans and specifications to FPUA for water and wastewater approval. This includes one (1) round of response to comments. This task includes coordination with FPUA for off-site utilities on Avenue B and Indian River Drive.

Lump Sum: \$ 7,500.00

9. **REVISED DRAINAGE APPROVAL AND PIPE SIZING CALCULATIONS:** CONSULTANT will revise previously prepared and approved drainage calculations and submit to the City of Fort Pierce Engineering Department for approval. The calculations will be prepared to meet the requirements of the State and Local guidelines. This task includes pipe sizing for the on-site drainage network. This includes one (1) round of response to comments.



Lump Sum: \$ 10,500.00

10. **COST ESTIMATE (IF REQUIRED):** CONSULTANT will prepare an Engineer's Estimate of Probable Cost for the construction of the civil aspects of the project. The estimate will be prepared as one complete document for the CLIENT's budgeting purposes and provided in a spreadsheet format. This estimate is also used for submittal to the city of Fort Pierce as a basis for the construction permit.

Lump Sum: \$ 2,250.00

11. **PREPARATION OF REVISED LIFT STATION CALCULATIONS:** CONSULTANT will perform the required lift station calculations for the proposed project. FPUA require analyses of the station's pumps and impellers along with assumptions on build-out. CONSULTANT will prepare one (1) round of revisions to calculations to address staff comments. The lift station calculations will be submitted along with the Construction/Detail Plan submittal and will be used to obtain the required agreements with the Utility Department. This includes one (1) round of response to comments.

Lump Sum: \$ 3,500.00

12. **CITY OF FORT PIERCE CONSTRUCTION PLAN REPRESENTATION (DPCR SITE WORK):** CONSULTANT will prepare and submit a DPCR application with supplemental material associated with civil site work to the City of Fort Pierce Building Department for approval. This includes three (3) rounds of response to comments. CONSULTANT will prepare construction plan application and supporting documents for submittal to the City of Fort Pierce for site work approval through the building department. This includes coordination with sub-consultants and CLIENT for supplemental material required for submittal. These plans will be submitted to the City of Fort Pierce for approval as part of the construction plan approval.

Lump Sum: \$ 8,400.00

13. **CITY OF FORT PIERCE SITE WORK BUILDING PERMIT (SITE WORK):** CONSULTANT will prepare and submit a site work building permit application with supplemental material associated with civil site work to the City of Fort Pierce Building Department for approval. This includes one (1) round of response to comments.

Lump Sum: \$ 3,200.00

14. **SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) ERP (ONSITE):** CONSULTANT will prepare for the CLIENT's review and signature an Individual



Environmental Resource Permit application, calculations and exhibits for submittal to the SFWMD for authorization to obtain a surface water management system permit to serve the project. The task assumes no dewatering activity is required for construction. This includes two (2) rounds of response to comments.

Lump Sum: \$ 8,500.00

15. SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) DEWATERING PERMIT:

CONSULTANT will prepare for the CLIENT's review and signature a Standard Construction Consumptive Use & Dewatering Permit application, calculations and exhibits for submittal to the SFWMD for authorization to dewater for the proposed construction activity. This includes one (1) round of response to comments.

Lump Sum: \$4,200.00

16. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) SUPPORT:

CONSULTANT will develop on-site drainage erosion control and a required Storm Water Pollution Prevention Plan (SWPPP) for submittal to FDEP. This package will be provided to the contractor so he can submit to FDEP for the required NPDES permit. This includes one (1) round of response to comments.

Lump Sum: \$ 1,950.00

17. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) PERMITTING:

The CONSULTANT will prepare for the CLIENT's review and signature a FDEP Permit for Construction of a Sanitary System and a Distribution System Extension (water main extension) for the proposed project. Required calculations, plans, and documents will be submitted to FDEP for approval. This includes one (1) round of response to comments.

Lump Sum: \$ 4,500.00

18. SERVICES DURING CONSTRUCTION: As required by City of Fort Pierce, SFWMD and FDEP, CONSULTANT will perform periodic inspections of the construction activity for the purposes of observing the progress and quality of the work to verify that the work is in conformance with the construction drawings and specifications. This effort is directed toward providing the CLIENT a greater degree of confidence that the completed project will conform to the requirements contained in the approved drawings, specifications and regulatory agency permits, and will enable CONSULTANT to prepare record drawings and construction certifications of the completed work for submittal to the appropriate permitting agencies. This task also includes the review of contractor submitted shop drawings. No work beyond the estimated time frame will be performed without the CLIENT's prior



approval. CONSULTANT will review and prepare record drawings of the completed work based on certified information obtained by a licensed Professional Surveyor and Mapper that is to be provided by the Contractor. CONSULTANT will also prepare required document for Utility turnover and final certification.

Time & Expense: SEE HOURLY RATES, LAST PAGE

- 19. PROJECT CERTIFICATION:** CONSULTANT will certify to the City of Fort Pierce, SFWMD and FDEP with the required record drawing, density, and certifications. The intent is to put the project in its operation phase and satisfy the various requirements of the agencies. We will require the contractor provide an as-built drawing prepared by a licensed surveyor and density results provided by a licensed geotechnical engineer.

Lump Sum: \$ 4,950.00



SPECIAL PROVISIONS

For

KINGS LANDING – FORT PIERCE, FL

1. Not Included: The following bulleted items are not included in this proposal and must be provided by the CLIENT or agreed to under separate contract with the CONSULTANT.

- Application Fees.
- Color Renderings.
- Certified List of Property Owners.
- Geotechnical Reporting.
- Construction bidding services.
- Utility Sketch & Descriptions.
- Floor plans / elevations.
- Construction staking and surveying services (Typically contracted through contractor).
- Only task shown is being provided.

2. Invoices: Billing shall be invoiced on the percentage complete of the lump sum elements or for services actually accomplished for hourly rate elements. Fees for professional services rendered are due and payable upon receipt of invoice. In the event the CLIENT has an objection to any portion of said invoice, the CLIENT must notify the CONSULTANT in writing within ten (10) business days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within ten (10) business days it shall constitute approval of invoice by the CLIENT. All money owed to CONSULTANT for services rendered is due and payable within thirty (30) days of CLIENT being submitted an invoice, regardless of whether Contractor has been paid by property owner. Payments not received within thirty (30) days of invoice issue will be subject to a 1+½ % interest charge per month eighteen percent (18%) per annum compounding interest. Retainers are forfeited if project activity ceases for a period of 180 days.

3. Attorney's Fees and Costs / Dispute Resolution: CLIENT agrees to pay all reasonable attorney's fees and costs associated with CONSULTANT enforcing any provision of this Contract, including, but not limited to, payment for services rendered. Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Florida without regard to the laws of any other jurisdiction wherein any party resides or performs any duties hereunder or where any violation of this Agreement occurred. Any claim arising out of collection activities for monies due under this Agreement shall be brought exclusively in the circuit or county courts of St. Lucie County and the parties hereby submit to personal jurisdiction in the State of Florida and to venue in St. Lucie County.

4. Contract Limits: This proposal is valid for a period of 60 days from the date of the CONSULTANT's signature. A CLIENT signed response received after the 60-day time period will be considered void. The CONSULTANT will re-submit the proposal with any necessary revisions for consideration by the CLIENT before any work begins. Work begins when the CONSULTANT receives a complete, original, signed agreement and any required retainer. The captions contained in this Agreement are for informational purposes only and are of no legal effect. They shall not be used to interpret or construe the provisions of this Agreement.

5. Documents: All original work shall be the property of the CONSULTANT. All documents furnished by the CONSULTANT are instruments of this service. Reproducible copies will be given to the CLIENT, at his request, if the CLIENT has satisfied all of its obligations under this Agreement. Any use or reuse of the original, or altered computer files by the CLIENT or others without written verification by CONSULTANT or other adaptation for the specific purpose intended will be at the CLIENT'S risk and full legal responsibility. Any verification of such adaptation by the CLIENT will entitle CONSULTANT to additional compensation at the current time and expense rate.

6. Limits of Liability: The CLIENT shall, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, indemnify and hold CONSULTANT harmless from any and all claims, losses, damages, suits, liability, demands or costs arising out of or resulting there from. The CONSULTANT or his consultants, agents, representatives or employees shall not be liable to the CLIENT for indirect, special, reliance, incidental, consequential or exemplary, lost profits, other costs due to changing conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications, arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services.

7. Cost Estimates: The CLIENT hereby acknowledges that the CONSULTANT cannot warrant that estimates of probable construction or operating costs provided by the CONSULTANT will not vary from actual costs incurred by the CLIENT.

8. Construction Services: Should Construction Administration Services be provided to the CLIENT by the CONSULTANT, it is understood that this service includes periodic observation of the contractor's work. The CONSULTANT does not, and shall not, act as a construction manager to direct and supervise the work being performed. Furthermore, the CONSULTANT shall not be held liable for specific construction errors or deficiencies not observed during any periodic observation of the contractor's work. In addition, the CONSULTANT will not be responsible for the Contractor's failure to perform the work in accordance with the contract documents. The CLIENT also agrees to indemnify and hold the CONSULTANT harmless for unsafe construction practices performed by the Contractor.

9. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting



such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Remedies Not Exclusive: All rights, duties and obligations of the parties are in addition to, and not substitution of, all rights, duties and obligations provided by applicable law. No remedy provided in this Agreement, or otherwise confirmed upon or available to the parties, will be considered exclusive of any other remedy, but will be cumulative and in addition to every other remedy provided in this Agreement, or presently or hereafter existing. No delay or omission to exercise any right or remedy will impair the same or be construed as a waiver.

11. Non-Waiver of Contractual Rights: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of Agreement.

12. Termination: The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this agreement for non-payment of invoices. CONSULTANT shall be compensated for all services performed to the termination date together with expenses then due and all termination expenses.

13. Advice of Counsel: Each party acknowledges that it has reviewed carefully all provisions contained in this Agreement prior to its execution. Each party acknowledges further that they have had the opportunity to seek advice of an attorney of their choice. Each party agrees that they have executed this Agreement freely and voluntarily and believes this Agreement to be fair, just and reasonable.

14. Advertising: The CONSULTANT retains the right to post a Company sign on the subject property once planning and civil design commence. The sign will be no larger than 3' by 4' and include the CONSULTANT's name, Company description, and phone number. All costs to create and install the design will be solely incurred by the CONSULTANT. The sign will be located in a convenient unobtrusive location and will be removed once the project is complete.

15. Schedule of Hourly Charges:

| | |
|---|-----------|
| PRINCIPAL ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST / SURVEYOR | \$ 225.00 |
| SENIOR PROJECT MANAGER | \$ 185.00 |
| DRONE TECHNOLOGY | \$ 150.00 |
| SURVEY CREW | \$ 160.00 |
| PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR) | \$ 160.00 |
| PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST..... | \$ 125.00 |
| SURVEY FIELD AS-BUILT TECHNICIAN | \$ 110.00 |
| INSPECTOR / ENVIRONMENTAL FIELD | \$ 110.00 |
| INTERIOR DESIGN | \$ 125.00 |
| CADD TECH | \$ 90.00 |
| EXPERT WITNESS | \$ 400.00 |
| ADMINISTRATIVE STAFF / CLERICAL..... | \$ 60.00 |

16. Reimbursable Expenses: Please note, submitted invoices will also include five (5%) service charge to cover items including mileage, postage, copies, and other administrative costs. Other direct expenses including out of region travel expenses, out-of-office reproduction or photographic services, special mailing or delivery services, contract services authorized by the CLIENT, sub-consultant fees, permit fees authorized by the CLIENT, legal advertisements and notices, and special materials will be the responsibility of the CLIENT. A fifteen percent (15%) handling and administrative charge will be added to the above mentioned "other direct expenses".

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this Agreement the day and year indicated below. By execution of this Agreement, both the CLIENT and the CONSULTANT agree to the conditions reflected in the attached proposal including the Special Provisions.

As to **CONSULTANT**
Engineering Design & Construction, Inc.
(a division of Haley Ward)



David Baggett, P.E.

Dated: December 13, 2024

As to **CLIENT Live Oak Estates Group**
Harbert Realty Services



Name/Title:

Dated: 09 January 2025

Client Billing Name: _____

Client Billing Address: _____

Billing Email Address: _____