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PRADO PLACE
PLANNED DEVELOPMENT ZONING AGREEMENT

THIS PLANNED DEVELOPMENT ZONING AGREEMENT (“Agreement”), made and entered into this ___ day of _____, 2025, by and between MARTIN & SONS RESIDENTIAL SERVICES, Inc, a Florida Incorporated Company, whose principal address is 4581 Weston Road, Suite 154 Weston, Florida 33331, hereinafter referred to as the “Owner,” and CITY OF FORT PIERCE, a political subdivision of the State of Florida, hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, Owner is the developer of the property situated in the CITY OF FORT PIERCE, Florida, and more particularly described in the legal description attached and incorporated as **Exhibit 1** (“Subject Property”); and

WHEREAS, it is the desire of Owner to develop the Subject Property pursuant to a Planned Development (“PD”) zoning to be known as “Prado Place” consisting of 5.28 acres and consisting of 60 single-family duplex and townhome dwelling units at a density of 11.4 du/acre (“Development”); and

WHEREAS, pursuant to City Code Section 125-212, a PD zoning is permitted in the City subject to a binding written document negotiated between the Owner and City in order to provide flexibility into the development regulations in a manner that is mutually beneficial to the City and the Owner for the Development, and to encourage enlightened and imaginative approaches to community planning; and

WHEREAS, the Development proposed is consistent with the City's comprehensive plan and land development regulations; and

WHEREAS, on _____ the City Commission of the City of Fort Pierce ("Commission") adopted Ordinance No. _____ ("PD Ordinance") which approved the PD zoning for the Subject Property in which the provisions and obligations in this Agreement are made conditions of development as provided for in the PD Ordinance; and

WHEREAS, this Agreement is meant to include the preliminary understanding and requirements of the Planned Development, subject to the Master PD approval; and

WHEREAS, an amendment to this Agreement shall be required with Final PD approval.

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

- A. LEGAL DESCRIPTION. This Agreement shall apply to the Subject Property, as described in **Exhibit 1**.
- B. UNIFIED CONTROL. Owner hereby warrants that it has, as a result of fee simple ownership, unified ownership of all the Subject Property as described in **Exhibit 1**.
- C. TERM. The Term of this Agreement shall be three (3) years. Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.
- D. DEVELOPMENT APPROVALS.
 1. The Owner agrees that this PD will be undertaken and carried out in accordance with the following:
 - a. The master site plan approved by the City, a copy of which is attached hereto as **Exhibit 2** and by reference made a part hereof (the "Master PD

Plan”) and the Final PD site plan, which shall require approval by the City Commission.

- c. The Owner must adhere to and abide by the conditions and requirements agreed to by the City and Owner as set forth in the Special Conditions of Development, which is attached hereto as **Exhibit 3**, and fully incorporated by reference.
- d. Permits and authorizations granted in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval.

2. Owner agrees no development shall take place on the Subject Property and no improvements shall be made to the Subject Property unless and until a Final PD and accompanying final PD site plan are approved and this Agreement is amended to accurately reflect the negotiated requirements of the Final PD.

E. PHASING & PHASING REQUIREMENTS. There shall be no phasing of this Development.

F. DEVELOPMENT TIMELINE.

1. Owner shall obtain approval for a Final PD within two (2) years of the Effective Date of this Agreement.
2. Owner hereby agrees that all improvements for the Development shall be completed within at least six (6) years of approval of the Final PD, and such may not be extended in any amendment of this Agreement.
3. With Final PD approval, Owner agrees and acknowledges that the Development Timeline shall be amended to provide more specific deliverables within the

Development Timeline.

G. PERMITTED USES; DENSITIES; INTENSITIES; HEIGHTS:

1. Owner shall be permitted to build a total of 60 single-family duplex and townhome dwelling units at a density of no more than 11.4 du/acre with a height no higher than 35 feet.

H. PUBLIC FACILITIES:

1. No public facilities shall be required on the Subject Property at this time. Owner agrees and acknowledges, however, that such may be required by the City for approval of the Final PD.

I. PUBLIC PURPOSE RESERVATIONS OR DEDICATIONS:

1. Public purpose reservations and/or dedications shall be determined prior to Final PD approval. All such requirements shall be included in an amendment to this Agreement.

J. DEVELOPMENT PERMITS:

1. All required development permits and approvals shall be obtained before commencing construction, which if required include, but are not limited to:
 - a. City of Fort Pierce Final PD
 - b. City of Fort Pierce Development Permit Compliance Review Permit
 - c. South Florida Water Management District Environmental Resources Permit
 - d. North St. Lucie Water Control District Drainage Permit
 - e. St. Lucie County Right-of-Way Permit
 - f. St. Lucie County Utility Connection Permit
 - g. Florida Department of Environmental Water Main Extension Permit

- h. Florida Department of Environmental Wastewater Collection Permit
- 2. The failure of including a development permit or approval above does not alleviate Owner from obtaining any and all required development permits or approvals, as provided for in Section M below.
- K. PUBLIC HEALTH, SAFETY, AND WELFARE CONDITIONS. The public health safety, and welfare requirements shall be determined prior to issuance of Final PD approval. All such requirements shall be included in an amendment to this Agreement.
- L. CONCURRENCY. Owner will be required to demonstrate compliance with the requirements of City Code Section 105-6 through the approval of a Final PD.
- M. COMPREHENSIVE PLAN. The Development as proposed at this time is consistent with the City's comprehensive plan and land development regulations, but must maintain consistency at the time of the approval of a Final PD.
- N. FAILURE TO ADDRESS REQUIREMENTS. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction, nor shall it prohibit the City from requiring such for Final PD approval or within any amendment to this Agreement.
- O. TRAFFIC CONTRIBUTION. Roadway contribution and improvements will be determined prior to issuance of Final PD approval. All such requirements shall be included in an amendment to this Agreement.
- 1. CONDITIONS OF APPROVAL. The Owner must adhere to and abide by the conditions and requirements agreed to by the City and Owner as set forth in the Special Conditions, attached hereto as **Exhibit 3** and incorporated fully herein by reference.

2. VESTED RIGHTS.

1. Owner shall be required to construct all proposed Improvements in accordance with applicable laws, ordinances, and regulations, the provisions and requirements of this Agreement, the PD Zoning Ordinance, approved master site plan, final site plan(s), construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders (“Development Orders.”)
2. Owner, its grantees, successors, or assigns shall have no vested rights in any expired Development Orders for this Development.

3. HOLD HARMLESS. The City shall be held harmless from any and all liability stemming from any disputes between Owner, its successors, assigns, predecessors in title or other property owners regarding any development undertaken by Owner, its successors, assigns, predecessors in title, or other property owners as provided for in this Agreement.

4. COMPLIANCE/REMEDIES.

1. Development of Prado Place and the proposed Improvements shall at all times be in compliance with this Agreement and any approved Development Orders. In the event that the Owner fails to comply with any provision or condition of this Agreement or a Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property. In the event the Owner fails to construct the Improvements consistent with this Agreement, the City can terminate this Agreement in its sole discretion. If the Agreement is terminated or expires, no building permits shall

be issued for the PD consistent with the site plan approvals or this Agreement until such time as a new agreement or an amendment to this Agreement is executed by the Parties.

2. In the event that any person files 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, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.
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 Owner or their successors in interest fail to abide by the provisions of this Agreement.
5. DESTRUCTION. In the event that all or a portion of the proposed improvements should be destroyed by a storm, fire, or other common disaster, Owner, 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(s), final site plan(s), subdivision plat(s), and Development Orders.
6. CHANGES OR AMENDMENTS.
 1. 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 permits or Development Orders shall only be made in accordance with the City's Code of Ordinances and pursuant to any public hearing process included therein.

2. Notwithstanding Paragraph 1 above, Owner, its successors in interest and City may amend 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 owner's property.

7. BREACH OF AGREEMENT.

1. Construction of the Development and any proposed improvements shall at all times be in compliance with this Agreement and any Development Orders. In the event that the Owner fails to comply with any provision or condition of this Agreement or an approved Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property, including any associated phases. In the event that the Owner fails to construct the improvements consistent with this Agreement, the City may, in its sole discretion, take any appropriate action it deems necessary and appropriate as provided for in the City Code, this Agreement, and other applicable law.
2. In the event that any person files a complaint with the City Manager alleging that this Agreement, an approved development permit, or 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, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code,

this Agreement, and other applicable law.

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 Owner or his successors in interest fail to abide by the provisions of this Agreement.
8. 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.
9. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives. This Agreement may only be assigned by Owner after notice to the City. The obligations of this Agreement run with the Subject Property.
10. WAIVER OF JURY TRIAL. THE PARTIES HERETO AGREE WITHOUT RESERVATION OF ANY RIGHTS UNDER FEDERAL OR STATE LAW, THAT IN ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BEFORE A JURY AND ALL SUCH LITIGATION SHALL BE LITIGATED ONLY IN A NON-JURY HEARING IN THE STATE COURTS OF FLORIDA, ST. LUCIE COUNTY.
11. 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 or (ii) delivery by commercial overnight courier service. For purposes of notice, the addressees are as follows:

OWNER: MARTIN & SONS RESIDENTIAL SERVICES, INC
4581 Weston Road, Suite 154

Weston, FL 33331

With a copy to
Franco Prado
4581 Weston Road, Suite 154
Weston, FL 33331

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 date upon which the return receipt is signed, or delivery is refused. 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.

12. 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.
13. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Failure to include any specific Development

Permit, Development Order, or other legal requirement for the construction of the Development shall not be deemed any kind of variance, waiver, or other relief from the requirements in the City Code of Ordinances.

14. RECORDING. The City shall record this Agreement in the public records with the clerk of court in St. Lucie County within 14 days of the effective date of this Agreement. Failure of the City to record this Agreement shall not void this Agreement or be deemed a default.

15. 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.

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.

OWNER: MARTIN & SONS RESIDENTIAL SERVICES, INC.

By: _____
Print: _____
Its: _____

Witness: _____
Print: _____
Address: _____

Witness: _____
Print: _____
Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as _____ of MARTIN & SONS RESIDENTIAL SERVICES, Inc, a Florida Incorporated Company, who [] is personally known to me [] has produced _____ as identification.

Notary Public - State of Florida
My Commission Expires:

(NOTARY SEAL)

CITY OF FORT PIERCE:

Linda Hudson, Mayor

ATTEST:

Linda W. Cox,
City Clerk

(SEAL)

APPROVED AS TO FORM AND
CORRECTNESS:

Sara K. Hedges, Esq.
City Attorney

EXHIBIT 1

LEGAL DESCRIPTION OF THE OVERALL TRACT

17 35 40 SW 1/4 OF NE 1/4 OF NW 1/4-LESS N 445 FT AND LESS W 40 FT-AND
NW 1/4 OF SE 1/4 OF NW 1 /4-LESS S 500 FT AND LESS W 40 FT- (5.28 AC)

EXHIBIT 3

SPECIAL CONDITIONS OF DEVELOPMENT

1. A Final PD shall be required prior to any development activities associated with the Master Site Plan by Art of Engineering, project number 2023-057, dated 2024.09.26.
2. The 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.
3. The Final PD site plan submittal shall include a wetland jurisdictional survey.
4. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.
6. 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.
7. 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.
8. 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.
9. 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.

10. The Final PD site plan shall contain the following information, at minimum:
 - i. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
 - ii. Proposed lot lines and other divisions of land for management, use or allocation purposes.
 - iii. The location, size and height of present and proposed buildings and structures.
 - iv. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
 - v. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks along S 37th ST.
 - vi. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
11. Any required sidewalk or roadway improvements to S 37th ST shall be identified through the Final PD site plan process.
12. The property shall be platted prior to any vertical construction activities.
13. All other applicable state or federal permits be obtained before commencement of the development.

14. The Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Fort Pierce for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.