

Record and Return To:
This Instrument Prepared By:
Tyson Waters, Esq.
Fox McCluskey Bush Robison, PLLC
2300 SE Monterey Road, Ste 201
Stuart, Florida 34996
File No. ST294-0003

[blank space above line reserved for recording data]

PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 2025, (the “**Effective Date**”) by and between SELVITZ I, LLC, a Florida limited liability company, SELVITZ II, LLC, a Florida limited liability company, and SELVITZ III, LLC, a Florida limited liability company (collectively the “**Applicant**”), and the CITY OF FORT PIERCE, a political subdivision of the State of Florida (the “**City**”). The Applicant and the City each sometimes each referred to as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Applicant is the owner and developer of certain real property in the city limits of Fort Pierce, Florida, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit “A”** (the “**Property**”); and

WHEREAS, Applicant intends to develop a Planned Development (“**PD**”) to be known as “Symphony Lakes” as more particularly set forth on that certain site plan approved by the Fort Pierce City Commission on June 3, 2024, together with twenty-three (23) development conditions set in Ordinance 23-058 (collectively the “**Site Plan**”), and consisting of 122.80 acres, including 625 dwelling units (“**DUs**”) on 107.05 acres, and comprised of multi-family apartments, townhomes, villas/duplex/triplex/cottages/quadrplex and single-family homes, and 15.74 acres of light industrial (collectively the “**Project**”); and

WHEREAS, the Project shall be constructed in four (4) separate pods, as shown and more particularly described on the Site Plan, which pods shall consist of (a) 300 single-family homes on 88.5 acres, more or less, which land is legally described on **Exhibit “A-1”** attached hereto and made a part hereof (“**Pod 1**”), (b) 325 multi-family apartments, townhomes, villas/duplex/triplex/cottages/quadrplex units on 19.00 acres, more or less, which land is legally described on **Exhibit “A-2”** attached hereto and made a part hereof (“**Pod 3**”), (c) RV & Boat storage on 4.98 acres, more or less, which land is legally described on **Exhibit “A-3”** attached hereto and made a part hereof (“**Pod 4**”), and (d) light industrial on 10.76 acres, more or less, which land is legally described on **Exhibit “A-4”** attached hereto and made a part hereof (“**Pod 5**”) (Pod 1, Pod 3, Pod 4 and Pod 5 each individually being referred to as a “**Pod**”); and

WHEREAS, Section 125-212 of the Code of Ordinances of the City requires that the Applicant enter into this Agreement with the City as a condition of approval of the Project; and

WHEREAS, pursuant to City Code Section 125-212, a PD is permitted in the City subject to a PD Zoning Development Agreement negotiated between Owner and City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the City and 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, the City Commission of the City of Fort Pierce ("Commission") adopted Ordinance No 25-031 ("PD Ordinance") which approved the amended 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.

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

1. **Unified Control.** Applicant hereby warrants that it has, as a result of fee simple ownership, unified ownership of all of the Property included in this Planned Development. A unity of title, for all property included in this Planned Development, shall be filed with the St. Lucie County Clerk of Courts and a parcel combination, for all property included in this Planned Development, with the St. Lucie County Property Appraiser prior to the issuance of the first building permit for any building in the Planned Development. A general address request form for the newly created parcel identification numbers and for any and each proposed building and residential unit shall be submitted to the City of Fort Pierce Planning Department.
2. **Term.** The Term of this Agreement shall be twenty (20) years, during which all improvements contemplated herein must be completed. Unless otherwise agreed upon by the Parties in writing, this Agreement shall not be renewed automatically for successive terms.
3. **Project Development.** In addition to the conditions set forth in this Agreement, all development conditions set forth in the Site Plan shall be satisfied.
4. **Development Timeline.** All development shall be consistent with the development timeline provided herein. Pod 1 shall be substantially completed within five (5) years of the Effective Date ("**First Pod Completion Date**"). A second Pod shall be substantially completed within five (5) years of the First Pod Completion Date ("**Second Pod Completion Date**"). A third Pod shall be substantially completed within five (5) years of the Second Pod Completion Date ("**Third Pod Completion Date**"). The fourth, and final, Pod shall be substantially completed within five (5) years of the Third Pod Completion Date ("**Final Pod Completion Date**") (the First Pod Completion Date, Second Pod Completion Date, Third Pod Completion Date and Final Pod Completion Date each individually and collectively sometimes referred to as the "**Pod Completion Date**"). Any Pod Completion Date may be extended for a period of up to five (5)

years after approval by the City of Fort Pierce City Commission (the “**Commission**”) at a public hearing, unless an instrument has been recorded agreeing to release, amend, or modify this Agreement in whole, or in part, as provided below. The foregoing notwithstanding, if any Pod Completion Date of any development approvals associated with this Agreement or with the Property are ever extended to a date that is later than such Pod Completion Date, each individual Pod Completion Date thereafter shall automatically extend to a later date consistent with the time periods set forth herein. A proposed timeline of development is specified on **Exhibit “B”**, attached hereto and by this reference incorporated herein (the “**Development Timeline**”). For purposes of this Agreement, the term “substantially completed” shall mean all required improvements within an individual Pod are completed, including, as applicable, roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, and recreational amenities.

5. **Traffic Improvements.**

A. Applicant agrees that traffic contribution improvements (“**Traffic Improvements**”), should they be required by the Site Plan or St. Lucie County, shall be undertaken and carried out in accordance with **Exhibit “C”** attached hereto and made a part hereof. The Traffic Improvements (including sidewalks or payments-in-lieu, as applicable) shall be completed and approved by the applicable governing agency prior to the issuance of the first certificate of occupancy for Pod 1.

B. All required right-of-way dedications for Selvitz Road shall be completed and approved by the applicable governing agency prior to the issuance of the first certificate of occupancy for a residential dwelling in Pod 1.

6. **Phasing and Phasing Requirements.** All phasing and requirements shall be consistent with the below and the Development Timeline set forth on **Exhibit “B”** to this Agreement. The Project shall be constructed in four (4) phases, consisting of Pod 1, Pod 3, Pod 4 and Pod 5, provided, however, and notwithstanding anything to the contrary in this Agreement, the phases do not need to be constructed in any particular order and may be constructed simultaneously with other phases or in any order deemed appropriate by the Applicant. A plat shall be required for each Pod prior to the application for building permits in respect of vertical construction for such Pod.

7. **Permitted Uses; Densities; Height.** The Project shall conform to the requirements and standards set forth in this Agreement and on the Site Plan, including but in no way limited to permitted uses, densities and height requirements. Specifically, and by way of example and not necessarily limitation, the Project shall include:

A. The Project shall consist of update to 625 dwelling units and light industrial uses, all as more fully shown on the Site Plan.

B. The residential development within the Project, other than the high-density residential units in Pod 3, shall comply with the following requirements, as more fully set forth on the Site Plan:

- i. Minimum Lot Size:
 - (a) Townhomes: 1,520 square feet
 - (b) Villas: 2,875 square feet
 - (c) Triplex: 2,875 square feet
 - (d) Cottages: 2,875 square feet
 - (e) Quadraplex: 2,875 square feet
 - (f) Single Family Lot: 4,600 square feet

- ii. Minimum Lot Width:
 - (a) Townhomes: 16 feet
 - (b) Villas: 25 feet
 - (c) Triplex: 25 feet
 - (d) Cottages: 25 feet
 - (e) Quadraplex: 25 feet
 - (f) Single Family Lot: 40 feet

- iii. Minimum Lot Depth:
 - (a) Townhomes: 95 feet
 - (b) Villas: 115 feet
 - (c) Triplex: 115 feet
 - (d) Cottages: 115 feet
 - (e) Quadraplex: 115 feet
 - (f) Single Family Lot: 115 feet

- iv. Minimum Front Setback:
 - (a) Townhomes: 18 feet

- (b) Villas: 18 feet
 - (c) Triplex: 18 feet
 - (d) Cottages: 18 feet
 - (e) Quadraplex: 18 feet
 - (f) Single Family Lot: 18 feet
 - (g) Sideload Garage: 10 feet
- v. Minimum Side Setback:
- (a) Townhomes: 5 feet
 - (b) Villas: 5 feet
 - (c) Triplex: 5 feet
 - (d) Cottages: 5 feet
 - (e) Quadraplex: 5 feet
 - (f) Single Family Lot: 5 feet (15 feet – corner lot)
- vi. Minimum Rear Setback:
- (a) Townhomes: 10 feet
 - (b) Villas: 10 feet
 - (c) Triplex: 10 feet
 - (d) Cottages: 10 feet
 - (e) Quadraplex: 10 feet
 - (f) Single Family Lot: 10 feet
- vii. Maximum Lot Coverage:
- (a) Townhomes: Not applicable
 - (b) Villas: 80%

- (c) Triplex: 80%
- (d) Cottages: 80%
- (e) Quadraplex: 80%
- (f) Single Family Lot: 80%

viii. Minimum right-of-way width for interior roadway: 50 feet

C. The maximum building height shall be fifty feet (50') for apartment buildings.

8. **Public Facilities.** The Project shall construct and be served by the following public facilities:

A. **Fort Pierce Water and Sewer Authority (FPUA);**

B. **St. Lucie County Road Infrastructure** - Selvitz Road and Christensen Road provide access to the site.

C. **North St. Lucie River Water Control District (NSLRWCD)**- Existing canal on north end of property and internal improvements in the Project provide sufficient drainage outfall to accommodate the Project.

D. **St. Lucie County School District** - capacity in the School District is available to serve the Project.

9. **Development Permits.** All required development permits and approvals shall be obtained before commencing construction, which shall include, but are not limited to:

A. City of Fort Pierce Building Permit;

B. Fort Pierce Utility Authority Permit;

C. South Florida Water Management District (SFWMD) Environmental Resource Permit;

D. North St. Lucie Water Control District Connection Permit;

E. Florida Department of Environmental Protection Water Main Extension Permit; and

F. Florida Department of Environmental Protection Domestic Wastewater Collection/Transmission System Permit.

10. **Comprehensive Plan and Land Development Regulation Compliance.** The Project, as proposed, is consistent with the City's Comprehensive Plan and Land Development Regulations.

11. **Public Health, Safety and Welfare Conditions.** The Project shall conform to the requirements and standards set forth in this Agreement, on the Site Plan, and City's Land Development Regulations for matters relating to public health, safety and welfare conditions. Specifically, and by way of example but not necessarily limitation, the Project provides the following:

A. **Roadway Access:** In addition to two primary access roads (one being a right-of-way of 80' and another being a right-of-way of 60') serving all or a portion of the Project, an emergency only access point is provided off Christensen Road.

B. **Bus Stop:** The Project provides a school bus stop at the front, primary entrance gate to the Project, with a bus turnaround area and sidewalks between the bus stop and student drop off location within the Project.

C. **Utilities:** The Project includes a looped water main and private lift station to serve the needs of the Project. Utility lines and infrastructure will be installed within utility easements within the Project.

D. **Open Space and Lakes:** The Project provides open space and lakes for the benefit of residents of the Project, as well as for stormwater management purposes.

E. **Sidewalks:** Pedestrian sidewalks are located on both sides of the internal roads within the residential section of the Project. Streetlights are provided along the roadway system.

F. **Landscaping:** Large landscape buffers are provided around the perimeter of the residential portion of the Project and throughout the Project site.

12. **Failure to Address Requirements.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Applicant of the necessity of complying with any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements, conditions, term, or restriction.

13. **Breach of Agreement.**

A. Development of the Project and the proposed improvements shall at all times be in compliance with this Agreement and any approved Development Orders. In the event that Applicant 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 Property, including any associated phases. In the event that Applicant 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. 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.

B. In the event that any person, including the City Commission, or any member of the City Commission, 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.

C. 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 its successors-in-interest, fail to abide by the provisions of this Agreement.

14. **Vested Rights.**

A. 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 plan(s), construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders ("**Development Orders**").

B. Applicant, its successors, assigns, shall have no vested rights in any expired Development Orders for this Project.

15. **Destruction.** In the event that all or a portion of the Development 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.

16. **Changes or Amendments.**

A. 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 and pursuant to any public hearing process included therein, when applicable.

B. Notwithstanding the above, 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.

17. **Governing Law; 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.

18. **Hold Harmless.** The City shall be held harmless and indemnified by Applicant 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.

19. **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 Applicant after notice to the City. The obligations of this Agreement run with the Property.

20. **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; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addressees are as follows:

APPLICANT: SELVITZ I, LLC
Attn: Donald W. Stevenson
631 U.S. Highway One, Suite 409
North Palm Beach, FL 33408

SELVITZ II, LLC
Attn: Donald W. Stevenson
631 U.S. Highway One, Suite 409
North Palm Beach, FL 33408

SELVITZ III, LLC
Attn: Donald W. Stevenson
631 U.S. Highway One, Suite 409
North Palm Beach, FL 33408

With required copy to: FOX MCCLUSKEY BUSH ROBISON, PLLC
Attn: Tyson Waters, Esq.
2300 SE Monterey Road, Suite 201
Stuart, FL 34996

CITY: CITY OF FORT PIERCE
Attn: City Manager
100 N US Highway 1

Fort Pierce, FL 34950

With required copy to: CITY OF FORT PIERCE
Attn: City Attorney
100 N US Highway 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 day of actual delivery if by overnight courier; or on the date upon which the return receipt is signed, or delivery is refused if by registered or certified 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.

21. **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.

22. **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

23. **Rights of Assignment to Lender.** All rights of the Applicant hereunder may be collaterally assigned to any lender for the Property as security for any loan or construction loan, and in the event of a foreclosure or deed-in-lieu of foreclosure, the lender and/or grantee of any deed-in-lieu of foreclosure, and their respective successors and assigns, shall be bound by this Agreement and entitled to enforce the rights of the Applicant hereunder. Provided, however, collateral assignment to a lender shall still require prior Notice to the City.

24. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through electronic transmission shall bind the Party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each Party hereto executed at least one such counterpart.

25. **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.

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.

WITNESSES:

APPLICANT

Zethilia Gyumbis Stone
Print Name: Zethilia Gyumbis Stone
Address: 11424 SW Hillcrest Ln
Fort St. Lucie FL 34987

SELVITZ I LLC, a Florida limited liability company

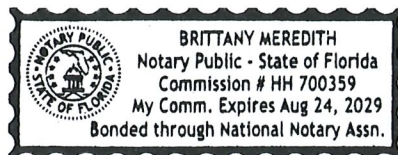
By: [Signature]
Name: Donald W. Stevenson
Its: Manager

[Signature]
Print Name: KATHRYN D'ARTON
Address: 6503 DELAND AVE
FORT PIERCE, FL 34951

STATE OF FLORIDA

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 17 day of September, 2025, by Donald Stevenson, as Manager of Selvitz I, LLC, a Florida limited liability company, on behalf of said company, [] who is personally known to me or who has produced Drivers License as identification.



[Signature]
Notary Public, State of Florida
Print or Stamp Name: Brittany Meredith
My commission expires: August 24, 2029

NOTARY SEAL

WITNESSES:

APPLICANT

Zethilia Gumbis Stone
Print Name: Zethilia Gumbis Stone
Address: 11424 SW Hillcrest
Port St. Lucie, FL 34987

SELVITZ II LLC, a Florida limited liability company

By: [Signature]
Name: Donald W. Stevenson
Its: Manager

Kathryn D'Arton
Print Name: KATHRYN D'ARTON
Address: 6503 DELAND AVE
FORT PIERCE, FL 34951

STATE OF FLORIDA

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of September, 2025, by Donald Stevenson, as Manager of Selvitz II, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or who has produced Drivers License as identification.



[Signature]
Notary Public, State of Florida
Print or Stamp Name: Brittany Meredith
My commission expires: August 24, 2029

NOTARY SEAL

WITNESSES:

APPLICANT

Zethila Gumbo Stone
Print Name: Zethila Gumbo Stone
Address: 11424 SW Hill
Port St. Lucie FL 34987

SELVITZ III LLC, a Florida limited liability company

By: [Signature]
Name: Donald W. Stevenson
Its: Manager

Kathryn D'Arton
Print Name: KATHRYN D'ARTON
Address: 6503 DELAND AVE
FORT PIERCE, FL 34951

STATE OF FLORIDA

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 17 day of September, 2025, by Donald Stevenson, as Manager of Selvitz III, LLC, a Florida limited liability company, on behalf of said company, [] who is personally known to me or who has produced Drivers License as identification.



[Signature]
Notary Public, State of Florida
Print or Stamp Name: Brittany Meredith
My commission expires: August 24, 2029

NOTARY SEAL

CITY OF FORT PIERCE

ATTEST:

BOARD OF CITY COMMISSIONERS
CITY OF FT. PIERCE, FLORIDA

Print Name: _____
City Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

City Attorney

EXHIBIT "A"
[LEGAL DESCRIPTION OF THE PROPERTY]

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32, NORTH 00°04'35" EAST, A DISTANCE OF 1327.48 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 89°57'34" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AS RECORDED IN PLAT BOOK 21, PAGES 11 AND 11A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE BEING 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32 AND TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°04'35" EAST, A DISTANCE OF 1273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 101, SAID RIGHT-OF-WAY LINE BEING 53.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°57'58" EAST, A DISTANCE OF 1262.85 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, NORTH 00°01'02" WEST, A DISTANCE OF 11.00 FEET TO A LINE 42.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID PARALLEL LINE, SOUTH 89°57'58" EAST, A DISTANCE OF 1287.83 FEET TO THE WEST RIGHT-OF-WAY LINE CHRISTENSEN ROAD, SAID RIGHT-OF-WAY LINE BEING 25.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°06'41" EAST, A DISTANCE OF 2559.70 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 102, SAID RIGHT-OF-WAY LINE BEING 46.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°53'07" WEST, A DISTANCE OF 1292.03 FEET TO THE WEST LINE OF THE SOUTHEAST

QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID WEST LINE, NORTH 00°01'02" WEST, A DISTANCE OF 616.88 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, SOUTH 89°55'21" WEST, A DISTANCE OF 658.01 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID WEST LINE, NORTH 00°01'46" EAST, A DISTANCE OF 663.31 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, SOUTH 89°57'34" WEST, A DISTANCE OF 607.47 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-1"
[LEGAL DESCRIPTION OF POD 1 PROPERTY]

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32, NORTH 00°04'35" EAST, A DISTANCE OF 1327.48 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 89°57'34" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AS RECORDED IN PLAT BOOK 21, PAGES 11 AND 11A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE BEING 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 89°57'34" EAST, A DISTANCE OF 607.47 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32 AND TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, NORTH 00°02'26" WEST, A DISTANCE OF 75.95 FEET; THENCE SOUTH 89°56'18" EAST, A DISTANCE OF 657.50 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID EAST LINE, NORTH 00°01'02" WEST, A DISTANCE OF 1208.49 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 101, SAID RIGHT-OF-WAY LINE BEING 42.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°57'58" EAST, A DISTANCE OF 1287.83 FEET, TO THE WEST RIGHT-OF-WAY LINE CHRISTENSEN ROAD, SAID RIGHT-OF-WAY LINE BEING 25.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°06'41" EAST, A DISTANCE OF 2559.70 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 102, SAID RIGHT-OF-WAY LINE BEING 46.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°53'07" WEST, A DISTANCE OF 1292.03 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID WEST LINE, NORTH 00°01'02" WEST, A DISTANCE OF 616.88 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF

SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, SOUTH 89°55'21" WEST, A DISTANCE OF 658.01 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID WEST LINE, NORTH 00°01'46" EAST, A DISTANCE OF 663.31 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-2"
[LEGAL DESCRIPTION OF POD 3 PROPERTY]

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32, NORTH 00°04'35" EAST, A DISTANCE OF 1327.48 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 89°57'34" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AS RECORDED IN PLAT BOOK 21, PAGES 11 AND 11A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE BEING 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°04'35" EAST, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°04'35" EAST, A DISTANCE OF 650.47 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 89°59'17" EAST, A DISTANCE OF 1263.74 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID EAST LINE, SOUTH 00°01'02" EAST, A DISTANCE OF 654.54 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°56'18" WEST, A DISTANCE OF 657.50 FEET; THENCE NORTH 00°02'26" WEST, A DISTANCE OF 4.05 FEET; THENCE SOUTH 89°57'34" WEST, A DISTANCE OF 607.30 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-3"
[LEGAL DESCRIPTION OF POD 4 PROPERTY

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32, NORTH 00°04'35" EAST, A DISTANCE OF 1327.48 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 89°57'34" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AS RECORDED IN PLAT BOOK 21, PAGES 11 AND 11A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE BEING 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°04'35" EAST, A DISTANCE OF 790.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°04'35" EAST, A DISTANCE OF 483.44 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 101, SAID RIGHT-OF-WAY LINE BEING 53.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°57'58" EAST, A DISTANCE OF 399.17 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°00'00" WEST, A DISTANCE OF 483.28 FEET; THENCE NORTH 89°59'17" WEST, A DISTANCE OF 399.82 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-4"
[LEGAL DESCRIPTION OF POD 5 PROPERTY

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32, NORTH 00°04'35" EAST, A DISTANCE OF 1327.48 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 89°57'34" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AS RECORDED IN PLAT BOOK 21, PAGES 11 AND 11A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID RIGHT-OF-WAY LINE BEING 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°04'35" EAST, A DISTANCE OF 1273.91 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 101, SAID RIGHT-OF-WAY LINE BEING 53.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°57'58" EAST, A DISTANCE OF 399.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°57'58" EAST, A DISTANCE OF 863.68 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID EAST LINE, SOUTH 00°01'02" EAST, A DISTANCE OF 542.95 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°59'17" WEST, A DISTANCE OF 178.17 FEET; THENCE NORTH 00°00'43" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 89°59'17" WEST, A DISTANCE OF 685.68 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 483.28 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”
[DEVELOPMENT TIMELINE]

- Pod 1: to be substantially completed within five (5) years of the Effective Date of this Agreement, as same may be modified per the terms of the Agreement;
- Second Pod: to be substantially completed within five (5) years of the First Pod Completion Date, as same may be modified per the terms of the Agreement;
- Third Pod: to be substantially completed within five (5) years of the Second Pod Completion Date, as same may be modified per the terms of the Agreement; and
- Final Pod: to be substantially completed within five (5) years of the Third Pod Completion Date, as same may be modified per the terms of the Agreement.

EXHIBIT "C"
[TRAFFIC IMPROVEMENTS]

The 60-foot and 80-foot / 50-foot access roads off Selvitz Road shown on the Site Plan to provide access to the Pods shall be constructed as part of the development of Pod 1 and shall be constructed consistent with the City's approved plans.

Roadway improvements required by St. Lucie County, if any, shall be constructed consistent with St. Lucie County standards.