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**SUNSET GARDENS PLANNED DEVELOPMENT MASTER (PD) ZONING
DEVELOPMENT AGREEMENT**

THIS PLANNED DEVELOPMENT MASTER (PD) ZONING DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2025, (the “Effective Date”) by and between **GOLDEN ARROW DEVELOPMENT, LLC**, a Florida limited liability company (the “Owner”), and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida (the “City”).

WITNESSETH:

WHEREAS, the current Owner **GOLDEN ARROW DEVELOPMENT, LLC**, a Florida limited liability company, is the owner of certain real property within the city limits of Fort Pierce, Florida, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit “A”** (the “Subject Property”); and

WHEREAS, the Owner intends to develop a Planned Development (“**PD**”) to be known as “Sunset Gardens” consisting of a 112-unit townhome community with associated amenities at 4945 Edwards Road (the “Project”); and

WHEREAS, the Project is located to the north of 10-Mile Creek, south of Edwards Road and to the west of McNeil Road; and

WHEREAS, the project encompasses two (2) parcels, ID: 2430-244-0001-000-4 and ID: 2430-243-0001-000-1, comprising 17.58 Acres, more or less; and

WHEREAS, the City Commission approved Ordinance L-08 in 2008, to rezone one parcel (ID:

2430-244-0001-000-4) of the Subject Property to a Planned Unit Development (PUD) zone; 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-_____ ("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; 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 "A"**.
- 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 "A"**.
- C. TERM. The Term of this Agreement shall be two (2) years, during which an application for a Final Planned Development Site Plan shall be submitted and approved. Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

D. DEVELOPMENT TIMELINE. The Development Timeline shall be determined at approval of Final Planned Development Site Plan.

E. DEVELOPMENT APPROVALS. The Owner agrees that this PD will be undertaken and carried out in accordance with the following:

1. The Master Site Plan approved by the City, a copy of which is attached hereto as **Exhibit “B”** and by reference made a part hereof (the “Master PD Plan”).
2. 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 “C”**, and fully incorporated by reference.
3. Permits and authorizations granted in accordance with such laws, ordinances, and regulations as may be in effect at the time of Final Planned Development Site Plan approval.

F. PHASING AND PHASING REQUIREMENTS. The Development shall be constructed in one Phase.

G. PERMITTED USES; DENSITIES; INTENSITIES; HEIGHT; STANDARDS.

1. Development Standards: Pursuant to City Code Section 125-212(c), the Development Standards specified below shall govern the development of the Property.

i. Setbacks

Front	20 feet
Side Interior	10 feet
Side Corner	15 feet
Rear	15 feet

ii. Adopted Landscape Standards. The Project shall comply with all requirements of City Code Section 123-37(1) (Requirements for Plant Materials), City Code Section 123-37(11) (Installation of Landscaping), and City Code Section 123-37(12) (Maintenance of Landscaping).

- iii. Tree Mitigation and Replacement Standards. The Project shall comply with the Fort Pierce Land Development Ordinances: Chapter 123, Article III (Tree Protection). In addition, the following criteria may be implemented in all common areas of the Project as a method (to be determined at Final Planned Development Site Plan), to receive credit inches for tree mitigation.
 - a. Planting trees above standard specification.
 - b. Creation of native habitat.
 - c. Enhanced stormwater treatment systems.
 - d. Minimizing sod areas to reduce watering needs, fertilizer and maintenance reduction in long term irrigation needs.
 - e. Native understory plantings.

H. PUBLIC HEALTH, SAFETY, AND WELFARE CONDITIONS The Project shall:

1. Incorporate a resilient living and working environment.
2. Protect 10-Mile creek through wetland set aside from additional development.
3. Protect the new community from potential Creek flooding during storms.
4. Utilize Efficient and Economical Land Use through appropriate design to protect adjacent residential uses.

I. PUBLIC FACILITIES. Owner shall incorporate details of the following, if required, at time of Final Planned Development Site Plan:

1. Connections to the Fort Pierce Water and Sewer Authority (FPUA) to provide water and sewer.
2. Road Infrastructure. Any required improvements to Edwards Road as the project connects.
3. Required improvements/connections to South Florida Water Management District (SFWMD) and North St. Lucie River Water Control District infrastructure.
4. Owner/Applicant shall liaise with the St. Lucie Public School District at time of Final Planned

Development Site Plan to assess provision of adequate bus facilities if required.

J. PUBLIC PURPOSE RESERVATIONS OR DEDICATIONS. The Final Planned Development Site Plan shall incorporate all required reservations and/or dedications.

K. DEVELOPMENT PERMITS

1. All required development permits and approvals shall be obtained before commencing Final Planned Development Site plan construction, which shall include, but are not limited to:

- i. City of Fort Pierce Development Permit Compliance Review Permit
- ii. South Florida Water Management District Environmental Resources Permit
- iii. North St. Lucie Water Control District Drainage Permit
- iv. St. Lucie County Right-of-Way Permit
- v. St. Lucie County Utility Connection Permit
- vi. Florida Department of Environmental Water Main Extension Permit
- vii. 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.

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, is consistent with the City's comprehensive plan and land development regulations.

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 any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements,

conditions, term, or restriction.

N. COMPLIANCE/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 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.

O. 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, final site plan(s), subdivision plat(s), and Development Orders.

P. 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 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, and only in writing.
2. Notwithstanding Paragraph 1 above, Owner, 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.

Q. COMPLIANCE /REMEDIES.

1. Development of Sunset Gardens 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.

R. 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.

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

T. 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.

- U. HOLD HARMLESS. The City shall be held harmless by Owner from any and all liability stemming from any disputes between Owner, its grantees, successors, assigns, predecessors in title or other property owners regarding any Development undertaken by Owner, its grantees, successors, or assigns as provided for in this Agreement.
- V. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their grantees, 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 are a covenant running with the land and run with the Subject Property.
- W. 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:

OWNER: GOLDEN ARROW DEVELOPMENT, LLC
4512 N Flagler DR Ste 206
West Palm Beach, FL 33407
Attn: Erdem Altinok

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

With required copy to:
City Attorney
City of Fort 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.

- X. 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.
- Y. 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.
- Z. 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.

AA. 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.

BB. RIGHTS OF ASSIGNMENT. All rights of the Owner hereunder may be collaterally assigned to any lender for the Owner 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 Owner hereunder. Provided, however, collateral assignment to a lender shall still require prior Notice to the City.

CC. 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.

DD. AMENDMENT WITH FINAL PD APPROVAL. The parties agree this is a preliminary understanding of the Development and that upon Final PD approval, the terms of this Agreement must be reconsidered. With Final PD approval, Owner agrees and acknowledges that terms contained in this Agreement shall be amended and updated to provide more specific deliverables with respect to the Development. Further, Owner agrees and acknowledges that this Agreement may not encompass all terms that may be required by the City for Final PD approval.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

WITNESSES:

OWNER:
GOLDEN ARROW DEVELOPMENT, LLC,
a Florida limited liability company

Print Name: _____
Address: _____

By: _____

Name: _____

Its: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2025, by _____, as _____ of **GOLDEN ARROW DEVELOPMENT, LLC**, on behalf of said company. Said person is (check one) personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

CITY OF FORT PIERCE:

ATTEST:

Linda Cox, City Clerk

Linda Hudson, Mayor

**APPROVED AS TO FORM AND
CORRECTNESS:**

Sara Hedges, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

COMMENCE AT THE NORTHWEST CORNER OR THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF SECTION 30; THENCE RUN NORTH 89°02'18" EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2, A DISTANCE OF 2024.51 FEET, TO AN INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, ALSO BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF WESTGLEN, A SUBDIVISION AS RECORDED IN PLAT BOOK 14, PAGE 51 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°34'45" WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 21.73 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD, AS LAID OUT AND NOW IS USE FOR THE POINT OF BEGINNING; THENCE RUN NORTH 88°43'09" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 60.02 FEET TO A POINT; THENCE SOUTH 00°19'48" WEST ALONG A LINE 50 FEET EAST OF AND PARALLEL TO THE EAST LINE OF TRACT "A" AND LOT 7 OF WESTGLEN SUBDIVISION, PLAT BOOK 14, PAGE 51, ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 394.11 FEET; THENCE NORTH 89°30'46" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259.73 FEET; THENCE SOUTH 00°21'56" WEST ALONG A LINE 60 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 247.76 FEET; TO THE NORTH LINE OF THE SE 1/4 OF THE SE 1/4 OF THE NW 1/4; THENCE RUN SOUTH 88°53'19" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 60.02 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WESTGLEN SUBDIVISION; THENCE RUN NORTH 00°37'24" EAST ALONG SAID EAST LINE OF WESTGLEN SUBDIVISION, A DISTANCE OF 188.33 FEET, TO THE NORTHERLY LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION; THENCE RUN SOUTH 89°22'14" WEST ALONG SAID NORTHERLY LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259.69 FEET, TO A POINT OF INTERSECTION WITH THE SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE EASTERLY LINE OF SAID WESTLLEN SUBDIVISION; THENCE RUN NORTH 00°34'45" WEST ALONG SAID WEST LINE 453.29 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD AND THE POINT OF BEGINNING.

AND

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, EXCEPTING THEREFROM CANAL RIGHT OF WAY. SAID PROPERTY LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

AND

THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS WEST GLEN AS IN PLAT BOOK 14, PAGE 51, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALL LYING AND BEING IN SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

EXHIBIT C
SPECIAL CONDITIONS OF DEVELOPMENT

1. A Final PD shall be required prior to any development activities associated with the Master Site Plan by Litterick Landscape Architecture,, dated 10/30/24 .
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 issuance of any site clearing permit 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 Edwards Road.
 - 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 Edwards Road shall be identified through the Final PD site plan process.
12. Any required ROW donation shall be identified through the Final PD site plan process.
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.