

Record and Return To:
This Instrument Prepared By:
R. Travis Rentz, Esquire
Godbold, Downing, Bill & Rentz, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

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PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ___ day of _____, 2024, (the “**Effective Date**”) by and between **GORDY CREEK, LLC**, a Florida limited liability company (the “**Applicant**”), and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida (the “**City**”).

WITNESSETH:

WHEREAS, Applicant is the contract purchaser and proposed 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 “Gordy Creek” consisting of approximately 76.41 acres with 316 single family dwelling units (“**DUs**”) (the “**Project**”); 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.

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

1. **Phasing Requirements.** The Development shall be constructed in one Phase.

2. **Development Requirements for the Project.** Notwithstanding the requirements of Section 125-194, Medium District Residential Zone (R4), of the Code of Ordinances of the City, the Project will be developed in conformance with the “Minimum Proposed Requirements set forth in the below table:

<u>Minimum Requirements Chart</u>	<u>Minimum Code Requirements(R-4)</u>	<u>Minimum Proposed Requirements</u>
Townhome (TH) Min. Lot Size	1500 Sq. Ft.	1500 Sq. Ft.
Single Family (SF) Min. Lot Size	4000 Sq. Ft.	4800 Sq. Ft.
TH Min. Lot Width	16-24ft	16ft
SF Min. Lot Width	60ft	40ft
TH Min. Lot Depth	90ft	95ft
SF Min. Lot Depth	70ft	110ft
TH Min. Side Setback (corner)	15ft	15ft

SF Min. Side Setback (corner)	15ft	15ft
TH Min. Side Setback	10ft	5ft
SF Min. Side Setback	6ft	15ft
TH Min. Rear Setback	0ft	10ft
SF Min. Rear Setback	15ft	10ft
Overall Min. Building Height	45ft	35ft

3. Project Compliance. By entering into this Agreement, the Board finds that the Project is consistent with the City’s comprehensive plan and land development code. Any failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Applicant of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

4. 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.

5. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Board and the Applicant, provided that such modification, amendment, or release has been approved by the Board after public hearing. Notwithstanding anything contained hereinto the contrary, Applicant, its successors in interest and the Board may amend or terminate this Agreement without securing the consent of other property owners whose property is affected by this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners’ property.

6. Governing Law. This Agreement and the construction and enforcement thereof shall be interpreted under the laws of the State of Florida. 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.

7. Successors and Assigns. This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the heirs, legal representatives, successors and assigns of the Applicant and any person, firm, corporation or entity who or which may become the successor in interest to the Property. No subsequent transfer of the Property or any assignment of interest therein shall relieve or discharge the Applicant from any term, condition, obligation or duties set out in this Agreement.

8. Notice. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; (iv) mailed by regular U.S. mail; or (v) sent by electronic mail (Email). For purposes of notice, the addressees are as follows:

APPLICANT: GORDY CREEK, LLC

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

With required copy to:
City Attorney
City of Ft. Pierce
100 N US Hwy 1
Fort Pierce, FL
34950

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

9. **Entire Agreement.** This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

10. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

11. **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.

12. **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.

(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:

APPLICANT

Print Name: _____

Address: _____

Print Name: _____

Address: _____

GORDY CREEK, LLC, a Florida limited liability company

By: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2024, by _____, as _____ of Gordy Creek, 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 FT. PIERCE

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

City Mayor

By: _____
Print

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney

EXHIBIT A
[LEGAL DESCRIPTION OF THE PROPERTY]

PARCEL 1

BEGINNING ON THE QUARTER SECTION LINE 64 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE NORTH 11 DEGREES 35 MINUTES WEST 418 FEET TO CENTER OF GULLY; THENCE FOLLOWING CENTER OF GULLY TO QUARTER SECTION LINE AT A POINT 334.6 FEET WEST OF POINT OF BEGINNING, THENCE EAST 334.6 FEET TO POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE SOUTH 110.5 FEET; THENCE TURNING EASTERLY AT AN ANGLE OF 122 DEGREES 57 MINUTES TO THE FOREGOING LINE AND RUN 199.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEGREES 13 MINUTES AND RUN 300 FEET; THENCE RUN NORTHERLY AT AN ANGLE OF 82 DEGREES 42 MINUTES AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.