
[blank space above line reserved for recording data]

[NAME OF PLANNED DEVELOPMENT]
PLANNED DEVELOPMENT ZONING AGREEMENT

THIS PLANNED DEVELOPMENT ZONING AGREEMENT (“Agreement”), made and entered into this

___ day of _____, 2025, by and between _____, whose principal address is _____, 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 current owner of certain property situated in 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 a PD to be known as [NAME OF PD] consisting of _____ acres with _____ [include what is being built and numbers approved: __ single family dwelling units (“DUs”), __ Townhome DUs and commercial use] (“Development”); 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.

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. PARTIES. The parties to this Agreement are _____ and the City of Fort Pierce.
- C. UNIFIED CONTROL. OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all the Subject Property included in this Agreement and as described in Exhibit 1.
- D. TERM. The Term of this Agreement shall be _____ 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.
- E. DEVELOPMENT TIMELINE.
 1. All Development shall be consistent with the timeline below and with the Timetable for Planned Development and Improvements Phase Schedule, attached hereto as Exhibit 2.
 - a. Phase 1 – Construction shall begin no later twelve (12) months from the date of obtaining all required land development permits.
 - b. Phase 2 – Construction shall begin no later than one (1) year after the final Certificate of Occupancy is issued for Phase 1.
 - c. Phase 3 – Construction shall begin no later than one (1) year after the final Certificate of Occupancy is issued for Phase 2.

F. PHASING & PHASING REQUIREMENTS.

1. All phasing and requirements shall be consistent with the below and with the Timetable for Planned Development and Traffic Improvements Phase Schedule, attached hereto as Exhibit 2.

a. Phase 1 shall include:

i. Commercial construction.

ii. No building permits will be issued for Phase 2 until Phase 1 has been completed and accepted by the appropriate jurisdiction(s) with Certificates of Occupancy issued.

b. Phase 2 shall include:

iii. _____

iv. _____

v. _____

c. No building permits will be issued for Phase 3 until all infrastructure improvements in subsections (ii)-(vi) and at least 90% of the required construction in subsection (i) (Single-Family Dwelling Units and Townhomes) described above for Phase 1 have been completed and accepted by the appropriate jurisdiction(s) with Certificates of Occupancy issued.

d. Phase 3 shall include:

vi. _____

vii. _____

viii. _____

G. PERMITTED USES; DENSITIES; HEIGHT.

1. The following uses, densities, and heights shall be permitted:

a. Commercial:

i. The maximum square feet of commercial use permitted is _____.

ii. The commercial uses permitted are:

1. _____

2. _____

iii. The conditional uses allowed upon proper approval are:

1. _____

2. _____

iv. Any other commercial use not outlined above is prohibited.

b. Single Family Detached Residences

i. A maximum of _____ Single Family Detached Residences may be built.

ii. Height shall not exceed _____ feet.

c. Townhomes:

i. A maximum of _____ Townhome units may be built.

ii. Height shall not exceed _____ feet.

d. Private recreational amenities permitted are:

i. _____

ii. _____

2. The maximum Gross Density of the PD shall not exceed _____ DU/Acre.

3. Owner will abide by all Land Development Regulations (“LDR’s”) in place at the time the appropriate development permits are obtained.

H. PUBLIC FACILITIES.

1. The following public facilities shall be constructed:

a. _____

b. _____

I. PUBLIC PURPOSE RESERVATIONS OR DEDICATIONS.

1. _____ shall be dedicated to _____.

2. _____ shall be dedicated to _____.

J. DEVELOPMENT PERMITS.

1. 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 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. COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATION COMPLIANCE.

The Development as proposed is consistent with the City's comprehensive plan and land

development regulations.

L. PUBLIC HEALTH, SAFETY, AND WELFARE CONDITIONS.

1. In the event that the Owner or subsequent entity chooses to develop its commercial phase subsequent to any residential units being developed as provided for in Phase(s) _____, the Owner or subsequent entity shall notify all the persons in the residential units of such construction. Notification may be made via signs posted on the commercial parcels adjacent to all rights of way and visible to the public. The signs must contain a telephone number or other contact information for the Owner or subsequent entity to allow residents to obtain information or make a complaint.
2. If all commercial development is not completed within three (3) years of the Effective Date of this Agreement, no additional building permits will be issued for any residential units until an updated traffic impact analysis is submitted to and approved by the City showing that the non-permitted approved residential development will not cause a net-negative impact to the impacted roadway network. The City reserves the right to require additional transportation improvements or mitigation based upon this updated traffic impact analysis.

M. 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. BREACH OF THE AGREEMENT.

1. Construction of the Project and any proposed improvements shall at all times be in compliance with this Agreement and any Development Orders. In the event that the

Owner or Developer 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 or Developer 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.

M. TRAFFIC CONTRIBUTION IMPROVEMENTS/CONDITIONS OF APPROVAL.

1. Owner agrees that traffic contribution improvements (the “Traffic Improvements”) will be undertaken and carried out in accordance with the following:
 - a. _____
 - b. _____

2. Owner will construct the Traffic Improvements pursuant to the timetable for development, which is attached as **Exhibit 2**.
3. Owner understands and agrees to comply with conditions and requirements as set forth in the Special Conditions, attached and incorporated as **Exhibit 3**.
4. The City will grant necessary permits and authorizations in accordance with such laws, ordinances, and regulations as may be in effect at the time of such application by Owner.

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 Amended 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.

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 master site plan(s), 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.

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 _____[PD name] 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, including any associated phases. In the event that 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. 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.

S. HOLD HARMLESS. The City shall be held harmless 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.

T. 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 run with the Subject Property.

U. NOTICE.

1. 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: _____

With required copy to:

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 upon receipt when deposited 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.. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

OWNER: _____
A Florida limited liability company

By: _____
Its: _____
Date: _____

Witness: _____
Print: _____
Address: _____

Witness: _____
Print: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of _____, a Florida limited liability company, who is personally known to me has produced _____ as identification.

(NOTARY SEAL)

Notary Public - State of Florida
My Commission Expires:

CITY OF FORT PIERCE:

ATTEST:

Linda W. Cox,
City Clerk

(SEAL)

Linda Hudson,
Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

Sara K. Hedges, Esq.
City Attorney

TEMPLE

EXHIBIT 1

LEGAL DESCRIPTION

Parcel ID Number(s):

Parcel 1:

Parcel 2:

TEMPLATE

EXHIBIT 2

TIMETABLE FOR PLANNED DEVELOPMENT AND IMPROVEMENTS PHASE SCHEDULE

START DATE:

ESTIMATED TIME TO COMPLETE ALL PHASES:

Phase 1:

Phase 2:

Phase 3:

PHASING MAP: Phasing boundaries shall be as depicted in Figure 1 below.

Exhibit 2; Figure 1.

EXHIBIT 3

SPECIAL CONDITIONS OF DEVELOPMENT

1. The phasing of the project, outlined in Exhibit 2 of this Agreement, shall adhere to City Code Sections 125- 212(b)(6) and 125-212(c)(1)(c): Phasing. Each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking, or the traffic flow of the completed phases.
2. Any 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 at section 125-212 – Planned Development Zone (PD).
3. Prior to submittal of a Final PD Plan, an updated Environmental Survey shall be carried out to confirm whether any protected species are impacted.
4. The Final PD site plan submittal shall include a wetland jurisdictional survey.
5. Prior to submittal of a Final PD site plan, and if required, a Gopher Tortoise Survey shall be carried out on site.
6. Prior to submittal of a Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.
7. A detailed stormwater and drainage plan and statement shall be submitted at the time of a Final PD site plan application.
8. 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 Owner.

9. 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.
10. 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.
11. A Final PD site plan submittal shall contain all documents, plans, and analysis as required as required per section 215-213 of the City's Code Of Ordinances, including, but not limited to:
 - i. 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.
 - ii. A Landscape and irrigation plan.
 - iii. Proposed lot lines and other divisions of land for management, use or allocation purposes.
 - iv. The location, size and height of present and proposed buildings and structures, including architectural elevational drawings and typical floor plans.
 - v. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
 - vi. The pedestrian circulation system, including its interrelationships with the vehicular circulation system and proposed passive recreation system, showing all curb cuts and sidewalk.

- vii. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
- viii. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.
- ix. Tree Mitigation plan and calculations.
- x. Preserve Area Management Plan.
- xi. Stormwater report and statement of stormwater maintenance/management arrangements.

12. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

13. A final Plat will be required at completion of each phase of the Project.

14. The following Documents form part of the _____ Planned Development.

PD SITE PLAN	by _____ on _____.
BOUNDARY SURVEY	by _____ on _____.
TOPOGRAPHIC SURVEY	by _____ on _____.
LANDSCAPE PLAN	by _____ on _____.
MASTER STORMWATER REPORT	by _____ on _____.
TRAFFIC IMPACT ANALYSIS	by _____ on _____.
ENVIRONMENTAL ASSESSMENT	by _____ on _____.

TEMPLATE