

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 88.05 acres (“**Pod 1**”), (b) 325 of multi-family apartments, townhomes, villas/duplex/triplex/cottages/quadrplex on 19.00 acres (“**Pod 3**”), (c) RV & Boat storage on 4.98 acres (“**Pod 4**”), and (d) light industrial on 10.76 acres (“**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.

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 Agreement.
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. **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.
4. **Traffic Improvements.** 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.
5. **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.
6. **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.

7. **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.

8. **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 Ft. 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.

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

10. **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.

11. **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.

12. **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.

B. 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.

C. Any person, including the Commission, or any member of the City Commission, may file 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.

D. 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.

13. **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 plans, 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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

22. **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.

23. **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

SELVITZ I 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 Selvitz I, LLC, a Florida limited liability company, on behalf of said company, [] who is personally known to me or [] who has produced _____ as identification.

Notary Public, State of _____

Print or Stamp Name: _____

My commission expires: _____

NOTARY SEAL

WITNESSES:

APPLICANT

SELVITZ II 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 Selvitz II, LLC, a Florida limited liability company, on behalf of said company, [] who is personally known to me or [] who has produced _____ as identification.

Notary Public, State of _____
Print or Stamp Name: _____
My commission expires: _____

NOTARY SEAL

WITNESSES:

APPLICANT

SELVITZ III 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 Selvitz III, LLC, a Florida limited liability company, on behalf of said company, [] who is personally known to me or [] who has produced _____ as identification.

Notary Public, State of _____
Print or Stamp Name: _____
My commission expires: _____

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]

SELVITZ I, LLC

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46" EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36" WEST, A DISTANCE OF 84.85 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 140.01 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

SELVITZ II, LLC

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE DESCRIBED PROPERTY DESCRIBED IN RIGHT-OF-WAY DEEDS RECORDED IN DEED BOOK 140, PAGE 207 AND DEED BOOK 140, PAGE 198, AND ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT CANAL NO. 101.

ALSO LESS AND EXCEPT THEREFROM:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1457.23 FEET; THENCE SOUTH 89°55'22" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING. THENCE NORTH 00°04'38" EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1013.67 FEET; THENCE SOUTH 89°58'14" EAST, A DISTANCE OF 150.00 FEET; THENCE NORTH 45°01'46" EAST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 89°58'14" EAST,

A DISTANCE OF 2007.17 FEET; THENCE SOUTH 00°07'05" EAST, A DISTANCE OF 1563.08 FEET; THENCE SOUTH 89°55'13" WEST, A DISTANCE OF 1414.65 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 463.09 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 577.30 FEET; THENCE NORTH 45°02'36" WEST, A DISTANCE OF 84.85 FEET; THENCE SOUTH 89°57'24" WEST, A DISTANCE OF 140.01 FEET TO THE EAST RIGHT OF WAY LINE OF SELVITZ ROAD AND THE POINT OF BEGINNING.

SELVITZ III, LLC

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. EXCEPTING THEREFROM, EASEMENTS FOR PUBLIC ROADS AND DRAINAGE CANALS.

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.