

Record and Return To:
This Instrument Prepared By:

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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 _____, 2025, (the “**Effective Date**”) by and between DT VENTURES 1 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, Owner 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 “1”** (the “**Subject Property**”); and

WHEREAS, Owner intends to develop a Planned Development (“**PD**”) to be known as “Sunrise Lakes” consisting of 11.54 acres with 48 single family dwelling units (“**DUs**”) (the “**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. 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 1**.
- C. TERM. The Term of this Agreement shall be six (6) 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.
- D. DEVELOPMENT TIMELINE. All Development shall be consistent with the timeline below:
1. Infrastructure construction shall begin no later than October 2027.
 2. All infrastructure improvements shall be completed no later than October 2028.
 3. A Final Plat shall be approved no later than October 2027.
 4. Construction of the DUs shall begin no later than October 2029.
 5. All Development and Improvements shall be completed no later than October 2031.
- E. DEVELOPMENT APPROVALS. The Owner agrees that this PD will be undertaken and carried out in accordance with the following:
1. The Final Site Plan approved by the City, a copy of which is attached hereto as **Exhibit 2** and by reference made a part hereof (the “Final 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 3**, 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 such approval.

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

G. PERMITTED USES; DENSITIES; INTENSITIES; HEIGHT.

1. Owner shall be permitted to build 48 single family DUs on the Subject Property.
2. Development of the Subject Project shall conform to the following Residential Lot and Building Dimensions:
 - i. Minimum Lot Size shall be 4,920 square feet.
 - ii. Minimum Lot Width shall be 60 feet.
 - iii. Minimum Lot Depth shall be 70 feet.
 - iv. Minimum Front Yard Depth shall be 15 feet for the main structure and 20 feet for the garage.
 - v. Minimum Side Yard Depth shall be 5 feet.
 - vi. Minimum Rear Yard Depth shall be 15 feet.
 - vii. Maximum Lot Coverage shall be 40%.
 - viii. Minimum right-of-way width for the interior roadway shall be 50 feet.
3. The Maximum Building Height shall be ~~45~~28 feet.

H. 4. The Maximum Density shall be 4.2 units per acre

4. .

I. PUBLIC HEALTH, SAFETY, AND WELFARE CONDITIONS.

1. Roadway Access. Owner shall construct the Subject Property with:
 - i. One (1) ungated entrance in the northwest corner of the site providing ingress from and egress to Sunrise Boulevard.
 - ii. One (1) looped road with an interior sidewalk connecting all DUs on the Subject Property.
 - iii. A school bus turning and pickup/drop-off loop within the property at the northwest corner of the site.
 - iv. A 5ft sidewalk connection from the southernmost frontage of the property on Sunrise Boulevard to its connection with Bell Ave (approximately 1,730 feet).
2. Drainage. Stormwater drainage shall be conveyed through interconnected inlets and pipes to three (3) separate dry ponds. The dry ponds shall be planted with a variety of wax myrtles and sand cordgrass instead of typical Bahia sod, to add to the aesthetics of the Project as well as provide for nutrient removal from the stormwater.
3. Landscaping. Owner shall provide a 10-foot landscape buffer along the perimeter of the site, with a 10-foot landscape buffer along the southern property line along a 60-foot drainage easement.
4. Utilities. The Improvements to the Development shall contain a looped water main and a private lift station to serve the Development's wastewater needs. Dry utility lines and infrastructure shall be provided in the 10-foot utility easement shown on the front of each lot.
6. Open Space. An open space area between lot 35 and lot 48 shall be utilized for an amenity center. Future plans will be reviewed and approved by a revised final site plan and an amendment to this Agreement.
7. Traffic Contribution. If all Development is not completed within six (6) 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. An amendment to this Agreement shall be required if any traffic improvements or mitigation are required based on the updated traffic impact analysis.

J. PUBLIC FACILITIES. Owner shall construct the following:

1. Connections to the Fort Pierce Water and Sewer Authority (FPUA) utility services to provide water and sewer.
2. St. Lucie County Road Infrastructure- Sidewalk improvements to Sunrise Boulevard.
3. The North St. Lucie River Water Control District (NSLRWCD) shall serve as the outfall infrastructure to the existing canal on south end of property.
4. Owner shall construct a covered school bus stop/shelter on site to be utilized by White City Elementary School, Forest Grove Middle School, and Fort Pierce Central High School.

K. PUBLIC PURPOSE RESERVATIONS OR DEDICATIONS. The south property line contains a 60-foot drainage easement, which shall continue to serve its public drainage related function through construction and after the development of the Subject Property.

L. DEVELOPMENT PERMITS

1. All required development permits and approvals shall be obtained before commencing 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.

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 Sunrise Lakes 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: DT VENTURES 1 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 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.

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.

(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:

DT VENTURES 1 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 DT Ventures, 1 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 1
LEGAL DESCRIPTION OF THE PROPERTY

The South 546 feet of the Northwest 1/4 of the Northwest ¼, lying East of the White City Road (Sunrise Boulevard), in Section 33, Township 35 South, Range 40 East, said land lying and being in Saint Lucie County.

EXHIBIT 3
SPECIAL CONDITIONS OF DEVELOPMENT

1. All infrastructure, including the private lift station, force main along Sunrise Boulevard, school district sheltered bus stop, stormwater system, and sidewalk connecting the project to Bell Ave along Sunrise Boulevard, shall be completed prior to the issuance of first certificate of occupancy for a residential dwelling.
2. A plat of the property shall be required prior to application for a building permit for a residential building.
3. The minimum Open Space shall be maintained at a minimum of 23% of the Final PD site area.
4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
6. The existing drainage ditch on the south property line shall be regraded and a 20' drainage easement shall be recorded over the ditch prior to completion of site work. The easement shall include maintenance responsibilities for the homeowner's association and access for the City of Ft. Pierce and South Florida Water Management District.
7. A masonry wall, minimum height of 6ft, shall be installed along the eastern property line as part of the landscape buffer to the industrial use, prior to the first certificate of occupancy for a residential dwelling.
8. The Final PD Plan shall be governed by 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 shall include the binding of successors in title to any commitments concerning completion of the project and its maintenance and operation.
9. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
10. A landscape maintenance agreement shall be required prior to issuance of the final certificate of occupation.
11. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.
12. All applicable state or federal permits shall be obtained before commencement of the development.

NOTE:

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 municipality 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.