

Record and Return To:
This Instrument Prepared By:

Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 S 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

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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, CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company, whose principal address is _____ (the “**Owner**”), and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida (the “**City**”).

WITNESSETH:

WHEREAS, PULTE HOME COMPANY, LLC, a Michigan limited liability company (the “**Applicant**”) is currently under contract to purchase, and intends to develop, 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 “1”** (the “**Subject Property**”); and

WHEREAS, the current owner of the Subject Property is CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company; and

WHEREAS, the requirements for development of the Subject Property are specified by the Code of Ordinances of Fort Pierce, Florida (the “**Code**”); and

WHEREAS, the Subject Property consists of two (2) parcels totaling approximately 49.92 acres, more or less; and

WHEREAS, the Applicant, with the consent of the Owner, is proposing a 250-lot single family home Planned Development (“**PD**”) community with associated amenities at 2721 S. Jenkins Road, located just south of the Okeechobee Road commercial service area between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road, to be known as the “Pulte Cornerstone Planned Development” (the “**Project**” or “**Development**”); and

WHEREAS, Section 125-212 (a) of the Code indicates that the purpose of a PD includes the allowance of developments which are not specifically otherwise permitted in standard zoning districts; and

WHEREAS, Section 125-212 (c)(10) of the Code provides that the specific development standards of the PD district are contained in the approved development documents for each planned development, making a variance unnecessary; and

WHEREAS, Sections 25-212 (d)(1) and (f) of the Code allow a PD in the City subject to a Planned Development Zoning Agreement negotiated between the Owner and City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the development and the City 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, this Agreement is meant to include the understanding and requirements of the final PD approval for the Development (the “Final Approval”).

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

1. **Recitals.** The above recitals are hereby affirmed as being true and correct and are incorporated herein by reference.

2. **Legal Description.** This Agreement shall apply to the Subject Property, as described in

Exhibit “1”.

3. **Termination of the 2009 Developer's Agreement.** The Subject Property is currently encumbered by an existing Developer's Agreement dated November 16, 2009 (the "**2009 Developer's Agreement**") recorded in Official Records Book 3209, Page 1238, of the Public Records of St. Lucie County, Florida. The 2009 Developer's Agreement contemplates development of the Property in a manner which is inconsistent with the Project and this Agreement. Therefore the City and the Owner hereby terminate the 2009 Developer's Agreement and agree that it shall have no further force or effect with respect to the Property or the parties hereto. The City and the Owner agree to execute any further documentation needed to confirm that the 2009 Developer's Agreement is terminated and without further force or effect.

4. **Duration of Agreement.** This Agreement shall be effective, shall run with the land and shall be binding on all parties and all persons claiming under it until the expiration of the Final Approval as the same may be extended in the future (the "**Expiration Date**"). Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

5. **Phasing Requirements.** The Development shall be constructed in two (2) phases. Phase I will include the lots and infrastructure on the southern portion of the site including the south entrance to Jenkins Road, and will have a subphase for the model houses that will include all required utility infrastructure, paving, grading and drainage. Phase 2 will be constructed to complete the project's infrastructure and include all of the required improvements both on-site and off-site including the northern entrance and related turn lanes on Jenkins Road.

6. **Development Approvals and Requirements for the Project.** The Project shall conform to the following requirements:

A. **Site Plans:** The Final PD Site Plan is attached hereto as **Exhibit "2"** and incorporated herein by reference.

B. **Development Timeline;** The development of the Subject Property shall be as specified in

Exhibit “3”, attached hereto and by this reference incorporated herein (the “**Development Timeline**”).

- C. **Development Standards:** The landscaping and development standards specified in **Exhibit “4”**, attached hereto and by this reference incorporated herein (the “**Development Standards**”) shall govern the development of the Subject Property.
- D. **Entrances and Internal Road Network:** Access to the site shall be provided from South Jenkins Road. The Project’s entrances shall include two entrance monument signs, each of which shall comply with the requirements of Code Chapter 117, “Signs”. In addition, the Project may contain temporary signs during the construction of the Project and until all units are sold within the Project (for example, to direct construction vehicles, for marketing of the Project and to direct people to the sales center), similar to the signs set forth in **Exhibit “5”**, attached hereto and by this reference incorporated herein. The interior of the site is designed with a grid network of streets to minimize lots directly adjacent to I-95.
- E. **Drainage:** The site shall incorporate creative use of stormwater facilities as water-cleansing passive recreation areas and for natural vistas.
- F. **Utilities:** The Project shall contain the following utility infrastructure:
- i. Water Distribution and Service lines,
 - ii. Wastewater Collection and Service lines,
 - iii. Lift Station and related equipment,
 - iv. Paving, and
 - v. Stormwater Retention and Detention.
- G. **Public Benefit:** The Project will contain a “pocket park” at the southwest corner of the Subject Property containing a Fort Pierce entry monument, which will include identification of the Project (which may include the Project name and logo). Such

monument will include an art installation, not to exceed 40 feet in height, which will serve as a welcome to visitors and residents to Fort Pierce.

7. Public Facilities that will Service the Development.

- A. **Water/Wastewater:** Fort Pierce Water and Sewer Authority (FPUA) shall provide water and Wastewater to the Project with water and sewer available to provide for the Project.
- B. **Road Infrastructure:** South Jenkins Road (County Road 611) shall provide access to the site.
- C. **Drainage:** The Project is located within the jurisdiction of the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD).
- D. **Local School District:** St. Lucie Public Schools serve this location with capacity to serve the anticipated needs of the Project.

8. **Adopted Landscape Standards.** For the installation of landscaping and plants, the Project shall comply with all requirements of the Code governing landscaping, to include, but not limited to Section 123-37(1) (Requirements for Plant Materials), Section 123-37(11) (Installation of Landscaping), and Section 123-37(12) (Maintenance of Landscaping), unless such provisions are in direct conflict with this Agreement or the Final Approval.

9. **Tree Mitigation and Replacement Standards.** All sections under Chapter 123, Article III, Tree Protection, of the Code shall be applicable and complied with unless such provisions are in direct conflict with this Agreement or the Final Approval. To help promote and encourage the planting of larger trees, the creation of native habitat, enhanced stormwater treatment systems, and the minimizing of sod areas to reduce watering, fertilizer and maintenance requirements, and reduction in long term irrigation needs, in addition to Section 123-66, Tree Protection and Mitigation, of the Code, the following may be implemented to provide additional methods for obtaining inch credit toward tree replacement in all common

areas of the Project:

A. Increased Size of Code Required Trees: Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees.

This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

B. Additional Native Understory Plantings for Inch Credit: Inch credit shall be obtained towards tree replacement through the planting of native understory plants which are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

10. **Description of Local Development Permits Required for the Development.** The Development shall require the following local development permits and approvals, which shall be obtained before commencing construction:

- A. City of Fort Pierce Final PD.
- B. City of Fort Pierce Development Permit Compliance Review Permit.
 - i. Engineering approval.
- C. Any Fort Pierce building permits required for site work.
- D. South Florida Water Management District:

- i. Consumptive Water Use Permit (as required).
 - ii. Environmental Resource Permit.
- E. North St. Lucie Water Control District Drainage Permit (as required).
 - F. St. Lucie County permit (as required).
 - G. Fort Pierce Utility Authority permitting (as required).
 - H. Florida Department of Environmental Protection permitting (as required).
 - I. Other permits as required.

11. **Project Compliance.** The Project as proposed by this Agreement 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 Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. Attached hereto as **Exhibit "6"** is a list of any conditions, terms, restrictions, and other requirements determined by the City for the public health, safety, or welfare of its citizens, which shall govern the development of the Subject Property and be complied with.

12. **Destruction.** In the event that all or a portion of the Development 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, final site plan, subdivision plat(s), and development orders.

13. **Unity of Control.** Owner agrees that the Subject Property shall be developed as one parcel of land, in two or more phases, consistent with a final site plan approved by the City incorporating the entire Subject Property. The Subject Property may only be subdivided pursuant to a subdivision plat or lot split approved by the City in accordance with all applicable requirements of the Code. This paragraph shall not prohibit the conveyance of any lot, parcel or tract in accordance with a plat or lot split approved by the City and recorded in the public record, or the conveyance of right-of-way to any governmental entity.

14. **Modification, Amendment, and Release.** This Agreement may not be modified,

amended, or released, except by written instrument signed by the parties to this Agreement, provided that such modification, amendment, or release has been approved by the City after public hearing. Notwithstanding anything contained hereinto the contrary, Owner, its successors in interest and/or title, and the City 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.

15. **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 KNOWINGLY AND VOLUNTARILY 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.**

16. **Successors and Assigns.** This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the legal representatives, successors, assigns and successors in title of the Owner and any person, firm, corporation, or entity who or which may become the successor in interest to the Subject Property.

17. **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:

Cornerstone Fort Pierce Development, LLC

With a Copy to:

CITY:

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

With a copy to:

City Attorney
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

APPLICANT:

Pulte Home Company, LLC 1475 Centrepark Blvd., Suite
140 West Palm Beach, Florida 33401
Attn: Brent Baker, Division President – Southeast Florida
Division

With a copy to:

DEAN, MEAD, MINTON & MOORE
Attn: W. Lee Dobbins, Esq.
1903 South 25th Street, Suite 200 Fort Pierce, FL 34947

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 received if deposited with an overnight courier; 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.

18. **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.

19. **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.

20. **Rights of Assignment to Lender.** All rights of the Owner hereunder may be collaterally assigned to any lender for the Subject 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 Owner hereunder.

21. **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.

22. **Recording.** The City shall record this Agreement in the public records with the clerk of court in St. Lucie County within fourteen (14) days of the Effective Date. Failure of the City to record this Agreement shall not void this Agreement or be deemed a default.

23. **Hold Harmles.** 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.

24. **Compliance/Vested Rights.**

A. 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 final 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.**”). In the event of any conflict between the Code and this Agreement or the Final Approval, this Agreement and the Final Approval shall govern.

B. Owner, its grantees, successors, or assigns shall have no vested rights in any expired Development Orders for this Development.

25. **Remedies.**

A. In the event that the Owner fails to comply with any provision or condition of this Agreement or any 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 deliver to Owner written notice specifying such failure (a “**Notice of Failure**”). Owner shall remedy such specified failure within sixty (60) days from receipt of a Notice of Failure, or if such failure cannot reasonably be cured within such sixty (60) days, then Owner shall commence to cure within such sixty (60) days and shall thereafter diligently pursue the cure to completion. If Owner fails to cure in accordance with the forgoing, then the City may, in its sole discretion, take any action it deems necessary and appropriate as provided for in the City Code, this Agreement, and other applicable law. If the Agreement is terminated or expires, no building permits shall be issued for the Project 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.

- B. 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.
- C. 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.

26. **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.

(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:

CORNERSTONE FORT PIERCE
DEVELOPMENT, LLC, a Delaware limited
liability company,

Print

Name:

By: ____

Printed

Name:

Address:

Title:

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 Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company, 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: _____

(NOTARY SEAL)

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

(SIGNATURES TO CONTINUE ON NEXT PAGE)

CITY OF FORT PIERCE:

Linda Hudson, Mayor

ATTEST:

Linda W. Cox,
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

(SEAL)

Sara K. Hedges, City Attorney

(SIGNATURES TO CONTINUE ON NEXT PAGE)

CONSENTING SIGNATORY ONLY

**APPLICANT: PULTE HOME COMPANY, LLC,
a Michigan limited liability company**

By: _____
Its: _____

Witness: _____
Print: _____
Address: _____

Witness: _____
Print: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, who [] is personally known to me [] has produced _____ as identification.

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

(NOTARY SEAL)

Exhibit 1

LEGAL DESCRIPTION

Parcel 1:

The South 574.36 feet of the following-described property:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying Easterly of the Easterly right-of-way of 1-95, Less the North 296 feet of the East 860.50 feet thereof, and Less the East 40 feet thereof and Less the South 52 feet thereof. Less lands described in Order of Taking recorded in Official Records Book 3632 page 1691.

Parcel 2:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying Easterly of the Easterly right-of-way line of 1-95, Less the North 296 feet of the East 860.50 feet thereof, and Less the East 40 feet thereof, and Less the South 626.36 feet thereof, Less lands described in Order of Taking recorded in Official Records Book 3632 page 1691.

Parcel 3:

The East 660.5 feet of the North 296 feet of the South 3/4 of the East 1/2 of the Southeast 1/4 of Section 24, Township 35 South, Range 39 East, Less and Excepting therefrom the East 40 feet thereof as right-of-way for Jenkins Road, Less lands described in Order of Taking recorded in Official Records Book 3632 page 1691 all lying and being in St. Lucie County, Florida.

EXHIBIT 2

MASTER PLANNED DEVELOPMENT SITE PLAN

EXHIBIT 3

DEVELOPMENT TIMELINE

Approvals.....	Anticipated December of 2025
Infrastructure Construction.....	February 2026 – March 2026
Home Construction.....	November 2026 – May 2030

EXHIBIT 4

DEVELOPMENT STANDARDS

	Lot Type A	Lot Type B
Minimum Lot Area	4400	3300
Depth	110	110
Width	40'	30'
Lot Coverage	80%	80%
Setbacks		
Front	20	20
Side	3	3
Side Corner	N/A	N/A
Rear	10	10
Building Separation	6'	6'

Rights of Way

Entry Boulevard 70'

Interior Streets 40'

Pavement Lane

Width

Entry Boulevard 12'

Interior Streets 10'

Block Length 1,400'

(Max.)

Sidewalks 5'

Entry Boulevard Both sides of street

Interior Streets One side of street

Accessory uses allowed in rear/side

setback

AC

Fences

Patios

Pool

Screen enclosure

Roof overhangs

Exterior Gas Water Heaters

1. **Open Space:** All dry detention that is amenitized through bioswale or raingarden design shall be counted toward Open Space acreage.

2. **Perimeter Landscape Strip adjacent to an off-site Right-of-Way:** A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips, with an eight (8) foot wall along I-95.

3. **Perimeter Landscape Strip adjacent to an abutting Property:** A fifteen foot (15') minimum

landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

4. Street Trees along Internal Roadways: Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

EXHIBIT 5

CONDITIONS OF DEVELOPMENT

(Final Conditions to be Determined)
