

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 _____, 2024, (the “**Effective Date**”) by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (the “**Applicant**”), and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida (the “**City**”).

WITNESSETH:

WHEREAS, 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 “A”** (the “**Property**”); and

WHEREAS, the current owner of the Property is **CORNERSTONE FORT PIERCE DEVELOPMENT, LLC**, a Delaware limited liability company (“**Cornerstone**”); and

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

WHEREAS, the Property consists of two parcels totaling 49.92 acres. The parcels have a Future Land Use designation of General Commercial (GC) with a zoning designation as General Commercial (C-3). An application to amend the Future Land Use Map to Medium Density Residential (RM) and to modify the zoning of the Property to Planned Development (PD) is under review by the City of Fort Pierce; and

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

WHEREAS, Section 125-212 (a) of the Code allows that a PD may allow uses and design concepts which are not specifically otherwise permitted in standard zoning districts, and § 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; and

WHEREAS, §125-212 (f) of the Code requires that the Applicant enter into this Agreement with the City as a condition of approval of the Project; and

WHEREAS, the 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, which contemplates development of the Property in a manner which is inconsistent with the Project and this Agreement; and

WHEREAS, the parties hereto desire to terminate the 2009 Developer's Agreement and replace it with this Agreement.

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. **Termination of the 2009 Developer's Agreement.** The 2009 Developer's Agreement, as defined above, was entered into by and between the City and Cornerstone. The City and the Applicant, as successor in interest to Cornerstone, 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 Applicant agree to execute any further documentation needed to confirm that the 2009 Developer's Agreement is terminated and without further force or effect.
3. **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 for an initial term of five (5) years from the Effective Date hereof (the "**Expiration Date**"). The Expiration Date shall be extended for a period of five (5) years after receiving any future approval by the Board of City Commissioners (the "**Board**") 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 the expiration date of any development approvals associated with this Agreement or with the Project are ever extended to a date that is later than the Expiration Date, the Expiration Date shall automatically extend to that later date. A proposed timeline of development is specified on **Exhibit "B"**, attached hereto and by this reference incorporated herein (the "**Development Timeline**").
4. **Phasing Requirements.** The Development shall be constructed in one (1) Phase.
5. **Development Requirements for the Project.** The Project shall conform to the following requirements:
 - A. **Development Standards.** Pursuant to Section 125-212 (c), the proposed landscaping and development standards specified in **Exhibit "C"**, attached hereto and by this reference incorporated herein (the "**Development Standards**") shall govern the development of the Property.

B. Entrances and Internal Road Network. Access to the site shall be provided from South Jenkins Road. The Project entrance shall include two entrance signs, each of which shall not exceed TBD feet in width and TBD feet in height. The interior of the site is designed with a grid network of streets to minimize lots directly adjacent to I-95.

C. Drainage. The site features creative use of stormwater facilities as water-cleansing passive recreation areas and for natural vistas.

D. Utilities. The Project will 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.

E. Public Benefit.

- i. Low Density. If adopted, the RM Future Land Use permits density of between 6.5 – 12 units per acre. The proposed 250 lot development (5 dwelling units per acre) is substantially less dense than the 599 units permitted under the RM Future Land Use. Therefore, this development proposal is a significant decrease in density.
- ii. Visual Appeal from I-95. Additionally, the site will contain a “pocket park” at the southwest corner of the 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 a sculptural art installation, not to exceed 40 feet in height, to be coordinated with the St. Lucie Cultural Alliance. The resulting art installation will serve as a welcome to visitors and residents to Fort Pierce.

6. 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) provides 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.

7. **Adopted Landscape Standards.** The Project shall comply with all requirements of Sec. 123-37. (1) (Requirements for Plant Materials), Sec. 123-37. (11) (Installation of Landscaping), and Sec. 123-37. (12) (Maintenance of Landscaping).

8. **Tree Mitigation and Replacement Standards**

A. **Fort Pierce Land Development Ordinances: Chapter 123, Article III – Tree Protection**

All sections under **Chapter 123, Article III – Tree Protection** shall be applicable.

As part of the Project, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide additional methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

- i. the planting of larger trees,
- ii. the creation of native habitat,
- iii. enhanced stormwater treatment systems,
- iv. minimizing sod areas which reduces watering, fertilizer and maintenance requirements, and
- v. reduction in long term irrigation needs.

The following may be implemented in all common areas of the Project:

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.

Additional Native Understory Plantings for Inch Credit:

Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that 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 |

9. **Description of Local Development Permits Required for the Development.** The Development shall require the following local development permits:

- A. Engineering approval.
- B. Ft. Pierce Building Permit.
- C. South Florida Water Management District:
 - i. Consumptive Water Use Permit.
 - ii. Environmental Resource Permit.
- D. Fort Pierce Utility Authority permitting (as required).
- E. Florida Department of Environmental Protection permitting (as required).
- F. Other permits as required.

10. Administrative Approval of Minor Changes or Deviations. Pursuant to this Agreement, the City Planning Director is hereby authorized to administratively approve changes to or deviations from any development standards or requirements set forth herein, or in other City approvals for the Project, provided that such change or deviation will not (a) exceed five percent (5%) of any applicable numerical standard or requirement, and/or (b) negatively impact other properties or traffic flow. Specifically, the City Planning Director may administratively approve the addition of an entrance gate at the entrance to the Project. Such administrative approvals shall not require City Commission approval, provided however that the Planning Director may at any time forward any such request for an administrative change or deviation to the City Commission, for the City Commission to review, and approve or deny, at the Planning Director's sole discretion.

11. Project Compliance. By entering into this Agreement, the Board finds that the Project is consistent with the City's comprehensive plan and land development code. Any failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Applicant of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. Attached hereto as **Exhibit "D"** is a list of any conditions, terms, restrictions, or other requirements determined by the Board for the public health, safety, or welfare of its citizens.

12. Compliance with Project Documents. Pursuant to the intent of § 125-212 (c), wherever and to the extent possible any development guidelines not specifically addressed herein shall be in conformance with the site plan and other documents specific to the Project as approved by the Board (the "**Project Documents**"). In the event of any conflict between the Code and the Project Documents, the Project Documents, including this Agreement, shall govern.

13. 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.

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

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 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 heirs, legal representatives, successors and assigns of the Applicant and any person, firm, corporation or entity who or which may become the successor in interest to the Property. No subsequent transfer of the Property or any assignment of interest therein shall relieve or discharge the Applicant from any term, condition, obligation or duties set out in this Agreement.

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; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; (iv) mailed by regular U.S. mail; or (v) sent by electronic mail (Email). For purposes of notice, the addressees are as follows:

APPLICANT:

Pulte Home Company, LLC
1475 Centrepark Blvd., Suite 140
West Palm Beach, Florida 33401
Attn: Brent Baker, Division President – Southeast Florida
Division
Telephone: (561) 206-1405
Email: Brent.Baker@PulteGroup.com

With a copy to:

DEAN, MEAD, MINTON & MOORE
Attn: Dennis Corrick, Esq.
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947
Ldobbins@deanmead.com
Lwellmeier@deanmead.com

CITY:

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

lcox@cityoffortpierce.com

With a copy to:

City of Ft. Pierce
Attn: Sara Hedges, City Attorney
100 N US Hwy 1
Fort Pierce, FL 34950
Shedges@cityoffortpierce.com

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

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 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.

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.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

WITNESSES:

APPLICANT

Print Name: _____
Address: _____

PULTE HOME COMPANY, LLC,
a Michigan liability company

By: _____
Printed Name: _____
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 _____, 2024, by _____, as _____ of Pulte Home Company, LLC, on behalf of said company. Said person is (check one) personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

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

CITY OF FT. PIERCE

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

City Mayor

By: _____
Print

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney

EXHIBIT A

LEGAL DESCRIPTION

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 B

DEVELOPMENT TIMELINE

| | |
|----------------------------------|-------------------------------|
| Approvals..... | Anticipated July of 2025 |
| Infrastructure Construction..... | September 2025 – October 2026 |
| Home Construction..... | June 2026 – December 2029 |

Accessory uses allowed in rear/side setback

- AC
- Fences
- Patios
- Pool
- Screen enclosure
- Roof overhangs
- Exterior Gas Water Heaters

Open Space

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

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.

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.

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 D
[CONDITIONS OF DEVELOPMENT]