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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 _____, 2024, (the “**Effective Date**”) by and between **Golden Arrow Development LLC**, a Florida 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 **GOLDEN ARROW DEVELOPMENT, LLC**, a Florida limited liability company; 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 17.14 acres. The parcels have a Future Land Use designations of Low Density Residential (RL) and High Density Residential (RH) with a zoning designation of PD; and

WHEREAS, the Applicant is proposing a 112-unit townhome Planned Development (“**PD**”) community with associated amenities at 4945 Edwards Road (the “**Project**”). The Project is located to the north of 10-Mile Creek, south of Edwards Road and to the west of McNeil 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.

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. **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**”).

3. **Phasing Requirements.** The Development shall be constructed in one (1) Phase.

4. **Development Requirements for the Project.** The Project shall conform to the following requirements:

A. **Development Standards:** Pursuant to Section 125-212 (c), the Development Standards specified in **Exhibit “C”**, attached hereto and by this reference incorporated herein, shall govern the development of the Property.

B. **Entrances and Internal Road Network.** Access to the site shall be provided from Edwards Road. The interior of the site is designed with a loop road.

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

- 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.**

1. **Resilient Living and Working Environment:** While close to 10-Mile Creek, a generous wetland set aside helps protect the Creek from potential development impacts, while protecting the new community from potential Creek flooding during storms.
2. **Enlightened and Imaginative Approaches to Community Planning:** Setting aside a significant portion of the site for wetland and flood mitigation creates design challenges for site development. This site plan clusters development around a central amenity center, encouraging community interaction and socialization.
3. **Enlightened and Imaginative Approaches to Stormwater Infrastructure:** The central lake amenity will be designed with an integrated walking trail to leverage

the stormwater into a community amenity. Dry detention on site will be improved with water cleansing bioswale and raingarden design.

4. **Enlightened and Imaginative Approaches to Property Design:** While the site is oddly shaped and impacted by a wetland and floodplain area, the plan has been designed to turn these potential challenges into amenities. The curving entrance road will create a sense of serenity and seclusion, and the centralized development area has been designed to encourage community connections.
5. **Variety of Natural Features and Scenic Areas:** The preserved wetland doubles as a floodplain management area and buffer to the environmentally sensitive 10-Mile Creek. The central lake feature creates vistas for both the townhomes facing it and the recreation center.
6. **Efficient and Economical Land Use:** The site's constraints require design with an eye toward efficient land use, bordered by a narrow, winding entrance road and a large wetland. The plan proposes an efficient design of townhomes in the centralized area bordered by the wetland.
7. **Improved Amenities:** Amenities include a cabana pool connected to pedestrian facilities throughout the site. A mail kiosk will be provided at the recreational amenity center.
8. **Protection of Adjacent Uses (Existing and Future):** This townhome community will be an orderly transition of residential intensity between the duplex development to the west and the larger lot residential single family development to the west.

5. 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:** South Florida Water Management District (SFWMD) and North St. Lucie River Water Control District
- D. Local School District/Facilities:** St. Lucie Public Schools

6. 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).

7. 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:

- the planting of larger trees
- the creation of native habitat
- enhanced stormwater treatment systems
- minimizing sod areas which reduces watering needs, fertilizer and maintenance
- 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

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

A. TBD

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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: Golden Arrow Development LLC
4512 N Flagler DR Ste 206
West Palm Beach, FL 33407
Attn: Erdem Altinok
Telephone: (561) 249-1684
Email: capitalinvestments@usa.com

With a copy to:

CITY: City Manager

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

With required copy to:
City Attorney
City of Ft. Pierce
100 N US Hwy 1
Fort Pierce, FL
34950

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or 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.

16. **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.

17. **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.

18. **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.

19. **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)

DRAFT

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: _____

Print Name: _____

Address: _____

Golden Arrow Development LLC,
a Florida liability company

By: _____

Printed Name: _____

Title: _____

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 Golden Arrow Development, 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

DRAFT

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OR THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF SECTION 30; THENCE RUN NORTH 89°02'18" EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2, A DISTANCE OF 2024.51 FEET, TO AN INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, ALSO BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF WESTGLEN, A SUBDIVISION AS RECORDED IN PLAT BOOK 14, PAGE 51 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°34'45" WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 21.73 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD, AS LAID OUT AND NOW IS USE FOR THE POINT OF BEGINNING; THENCE RUN NORTH 88°43'09" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 60.02 FEET TO A POINT; THENCE SOUTH 00°19'48" WEST ALONG A LINE 50 FEET EAST OF AND PARALLEL TO THE EAST LINE OF TRACT "A" AND LOT 7 OF WESTGLEN SUBDIVISION, PLAT BOOK 14, PAGE 51, ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 394.11 FEET; THENCE NORTH 89°30'46" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259.73 FEET; THENCE SOUTH 00°21'56" WEST ALONG A LINE 60 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 247.76 FEET; THENCE RUN SOUTH 88°53'19" WEST A DISTANCE OF 60.02 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WESTGLEN SUBDIVISION; THENCE RUN NORTH 00°37'24" EAST ALONG SAID EAST LINE OF WESTGLEN SUBDIVISION, A DISTANCE OF 188.33 FEET, TO THE NORTHERLY LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION; THENCE RUN SOUTH 89°22'14" WEST ALONG SAID NORTHERLY LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259.69 FEET, TO A POINT OF INTERSECTION WITH THE SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE EASTERLY LINE OF SAID WESTGLEN SUBDIVISION; THENCE RUN NORTH 00°34'45" WEST ALONG SAID WEST LINE 453.29 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD AND THE POINT OF BEGINNING.

AND

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, EXCEPTING THEREFROM CANAL RIGHT OF WAY. SAID PROPERTY LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

AND

THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS WEST GLEN AS IN PLAT BOOK 14, PAGE 51, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALL LYING AND BEING IN SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

EXHIBIT B

DEVELOPMENT TIMELINE

TBD

DRAFT

EXHIBIT C

PROPOSED DEVELOPMENT STANDARDS

Setbacks (Min)

Front	20
Side Interior	10
Side Corner	15
Rear	15

