

Instrument Prepared By:

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**WEST ORANGE PLANNED DEVELOPMENT  
AGREEMENT**

THIS PLANNED DEVELOPMENT AGREEMENT (the “Agreement”), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between ORANGE AVENUE DEVELOPMENT II, LLC (the “Applicant”) and the CITY OF FORT PIERCE, a political subdivision of the State of Florida (the “City”).

**WITNESSETH:**

WHEREAS, the Applicant is the developer of the property situated in the CITY OF FORT PIERCE, Florida, and more particularly described in the legal description attached and incorporated as **Exhibit 1** (the “Subject Property”); and

WHEREAS, it is the desire of the Applicant to develop a Planned Development (“PD”) to be known as WEST ORANGE consisting of a total of 56.62 acres, with 52.16 acres dedicated for 450 townhome dwelling units, 4.25 acres dedicated for commercial use, and a right-of-way dedication of 0.215 acres (collectively, the “Proposed Improvements”); and

WHEREAS, this type of development is permitted in the City subject to a binding written document negotiated between the Applicant and the City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the City and the development, and to encourage enlightened and imaginative approaches to community planning.

NOW, THEREFORE, the Applicant and the City (hereinafter referred to, together, as the “Parties”) do hereby agree as follows:

1. **RIGHT-OF-WAY DEDICATION AND TRAFFIC CONSIDERATIONS**

The Applicant agrees to dedicate a total of 0.215 acres of its property as an improvement to Orange Avenue, which will result in a widening of Orange Avenue by 20 feet, to a total of 120 feet adjacent to the Subject Property. The Applicant will also install an emergency connection to Orange Avenue on the eastern portion of its property and a “deceleration lane” along Orange Avenue to improve traffic flow. The Applicant agrees to designate a school bus stop area at an agreed location within its property to accommodate student pick-up and drop-off.

## 2. VESTED RIGHTS

The Applicant shall have the right to construct the Proposed Improvements, as specifically described in its master site plan and final site plan in accordance with applicable laws, ordinances, and regulations, the provisions and requirements of this Agreement, the approved master site plan, final site plans, construction plans, landscape plans, preserve area management plans, and subdivision plats, (hereinafter sometimes collectively referred to as “development orders”). The Applicant, its successors, and assigns, shall have no vested rights in any expired development orders for this development. The City shall be held harmless from any and all liability stemming from any disputes between the Applicant, its successors, assigns, predecessors in title or other property owners regarding any development under this Agreement.

## 3. DESTRUCTION

In the event that all or a portion of the Proposed Improvements should be destroyed by a storm, fire, or other common disaster, the 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.

## 4. CHANGES OR AMENDMENTS

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. Notwithstanding anything else in this Paragraph 4, the Applicant, its successors in interest or assigns, 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.

#### 5. BREACH OF AGREEMENT

- (a) Development of WEST ORANGE and the Proposed Improvements shall at all times be in compliance with this Agreement and any approved development orders. Failure to comply with a development order may result in the suspension of that development order, the cessation of the City's processing of all applications for development on the Subject Property and any associated phases, or termination of the development order.
- (b) Any person, including the City Commission or any member of the City Commission, may file a complaint with the City Manager alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred.
- (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 Applicant or his successors in interest fail to abide by the provisions of this Agreement.

#### 6. JURISDICTION

This Agreement shall be governed by the laws of the State of Florida, and any and all legal action arising out of this Agreement shall be instituted in the St. Lucie County, Florida

7. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.

8. 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; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

APPLICANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

9. 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.

10. 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.

**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.

**APPLICANT: ORANGE AVENUE DEVELOPMENT II, LLC,  
a Florida limited liability company**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Orange Avenue Devel II, LLC, a Florida limited liability company, who [ ] is personally known to me [ ] has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public - State of Florida  
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:

(COMMISSION SEAL)

\_\_\_\_\_

**EXHIBIT 1**  
[LEGAL DESCRIPTION OF THE OVERALL TRACT]