

**DEVELOPMENT AGREEMENT
For Infill Lien
Reduction Program**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____ by and between the City of Fort Pierce, Florida, a municipal corporation, ("City") and Franco Prado, whose principal address is 559 NW 70th Way, Margate, FL 33063 ("Owner") (collectively, "Parties").

WITNESSETH:

WHEREAS, despite intensive efforts to accelerate the revitalization of the City's neighborhoods, there remains an excessive number of vacant properties; and

WHEREAS, these vacant properties are a blighting influence on the neighborhoods in which they are located; and

WHEREAS, these vacant properties consume a disproportionate share of City resources for code compliance and other City services, in relation to their contribution to the tax base of the City; and

WHEREAS, City Code Section 1-80 authorizes the city to execute a satisfaction or release of lien upon adoption by resolution of specific criteria for lien reduction; and

WHEREAS, on March 21, 2022, the City Commission adopted Resolution No. 22-R16, establishing an Infill Lien Reduction Program to provide relief from code enforcement and/or nuisance abatement liens in order to encourage private investment to improve blighted properties and return vacant properties to productive residential use; and

WHEREAS, the Owner owns the property ("Property") described as 1118 N 16th Ct, in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2404-811-0006-000-8; and

WHEREAS, the Owner, proposes to construct a duplex, 3 bedrooms 2 baths, on the Property; and

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.
2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City of Fort Pierce.
3. **DEVELOPMENT PROGRAM.**

A. **PROPERTY TITLE**

Owner shall obtain good and marketable title to the Property prior to the Effective Date. All delinquent taxes and tax certificates must be paid in full prior to the City's release of liens.

B. APPROVALS AND PERMITS

Owner shall obtain all required approvals and building permits within 365 days of the Effective Date of the Agreement.

C. COMPLETION DATE

Specified improvements contained in Exhibit "A" must be completed and an issuance of Certificate of Occupancy must be obtained within 24 months of the Effective Date ("Completion Date"). If the Certificate of Occupancy described herein is not obtained by the Completion Date, Owner may request an extension for good cause. However, any extension of Completion Date shall be at the sole discretion of the City. The City is under no obligation to perform under this Agreement if Owner fails to obtain required permits or fails to obtain the Certificate of Occupancy by the Completion Date, or any City authorized extension thereof. Should the Owner fail to obtain the Certificate of Occupancy by the Completion Date, or any City authorized extension thereof, all payments made by the Owner pursuant to this Agreement are surrendered to the City.

D. IMPROVEMENTS

All work shall be performed in accordance with all applicable City of Fort Pierce Zoning, Land Development, and Building Codes and all laws of the State of Florida. The City makes no promise or representation that the improvements proposed in Exhibit "A" meet said legal requirements.

- 1) Owner shall hire a licensed professional to prepare and submit necessary permit documents, including drawings and specifications, for the new construction. All new construction shall conform to the requirements of the technical codes for new construction.
- 2) Owner shall ensure that a properly licensed contractor(s) performs all new construction in accordance with building permit requirements and completes construction by the Completion Date.
- 3) Owner shall obtain a Certificate of Occupancy for the Property, as a means of demonstrating that the Property construction has been completed and the Property meets all applicable City and State of Florida requirements.

4. **CITY'S RELEASE OF LIENS.** Any authorized Release of Liens shall only be effective upon the Owner providing to the City full payment of the hard costs expended by the City related to the lien(s) on the Property. The hard costs shall be calculated as the total amount of all actual financial expenditures by the City associated with the lien(s) on the Property. This shall include all nuisance abatement costs. The hard costs associated with the lien(s) on the Property that shall be paid in full by the Owner are in the amount of Eight Thousand Two Hundred Five and 58/100 Dollars (\$8,205.58). The hard costs payment shall be collected at the time of issuance of a building permit or within 365 days of the Effective Date, whichever is sooner.

5. **CITY'S OBLIGATIONS.**

A. The City will not institute foreclosure proceedings on the Property prior to the Completion Date, provided Owner complies with all the conditions set forth herein.

B. Upon receipt of the hard costs as stated in accordance with paragraph 4, and pursuant to the Agreement as set forth herein, the City shall waive, release, satisfy, or rescind the lien(s) in the amount of Six Thousand Seven and 72/100 Dollars (\$6,007.72), as set forth in the attached statement, attached hereto as Exhibit "B" and made a part hereof by reference, as to the Property.

C. Upon Owner's completion of Owner's obligations under the Agreement and upon issuance of the Certificate of Occupancy by the Completion Date, the City shall issue a refund to the Owner for fifty percent of the hard costs paid, not to exceed \$10,000, in the amount of Four Thousand One Hundred Two and 79/100 Dollars (\$4,102.79), as set forth in the attached statement, attached hereto as Exhibit "B" and made a part hereof by reference.

D. If Owner fails to complete Owner's obligations under the Agreement by the Completion Date or violates this Agreement in any manner, the City will retain the full hard costs amount paid and no refund will be granted.

6. **PROOF OF COMPLIANCE.** It shall be the Owner's sole responsibility to provide proof of compliance with all Owner obligations under this Agreement to the City Manager's Office, to include: proof of full payment of all hard costs, proof the building permit(s) was obtained, and proof the Certificate of Occupancy was obtained.

7. **INDEMNITY.** Owner shall defend, hold harmless, and indemnify the City, its officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to

the Agreement.

8. **TERMINATION.** The City may terminate this Agreement if Owner materially breaches any provision of this Agreement. Upon such termination, the hard costs amount paid is forfeited and no refund will be granted to Owner.
9. **ASSIGNMENT.** This Agreement is not assignable except with the prior written consent of the City, which consent shall be exercised at the sole discretion of the City.
10. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.
12. **NOTIFICATION.** All notices, requests, demands, or other communication hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US 1
Fort Pierce, FL 34950

OWNER:
Franco Prado
559 NW 70th Way
Margate, FL 33063

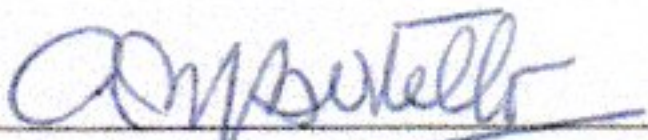
13. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Owner does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
14. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO

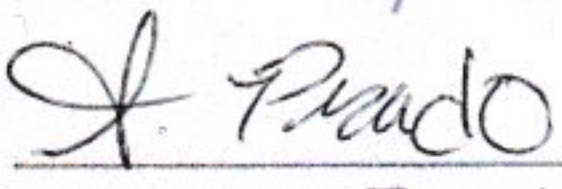
A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

15. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

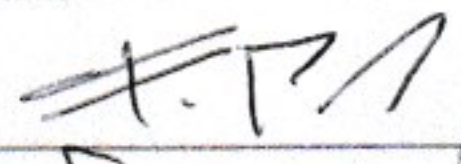
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

OWNER WITNESSES:

Sign: 
Print: ANA M. BERTELLO
Date: 01/29/26

Sign: 
Print: Ashley Prado
Date: 1/29/26

OWNER:

Sign: 
Print: Franco Prado
Date: 1/29/26

ACCEPTED FOR THE CITY OF FORT PIERCE:

Sign: _____
Linda Hudson, Mayor

Date: _____

Attest:

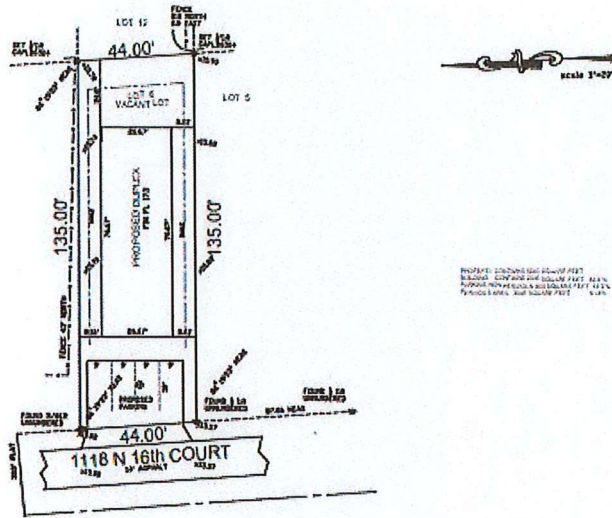
Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

Sara Hedges, Esq.
City Attorney

EXHIBIT "A"

SPECIFIED IMPROVEMENTS



- D. SHOWING SHALL BE APPROVED
- NO IMPROVEMENTS SHALL BE PERMITTED TO EXCEED THE
- CONTINGENT OF ANY APPLICABLE ZONING ORDINANCES
- NO IMPROVEMENTS SHALL BE PERMITTED TO EXCEED THE
- HEIGHTS AND SETBACKS OF ANY APPLICABLE ZONING ORDINANCES
- NO IMPROVEMENTS SHALL BE PERMITTED TO EXCEED THE
- MAXIMUM GROUND COVER OF ANY APPLICABLE ZONING ORDINANCES

| | |
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| <ul style="list-style-type: none"> 100 = 100' wide road 101 = 100' wide road 102 = 100' wide road 103 = 100' wide road 104 = 100' wide road 105 = 100' wide road 106 = 100' wide road 107 = 100' wide road 108 = 100' wide road 109 = 100' wide road 110 = 100' wide road 111 = 100' wide road 112 = 100' wide road 113 = 100' wide road 114 = 100' wide road 115 = 100' wide road 116 = 100' wide road 117 = 100' wide road 118 = 100' wide road 119 = 100' wide road 120 = 100' wide road 121 = 100' wide road 122 = 100' wide road 123 = 100' wide road 124 = 100' wide road 125 = 100' wide road 126 = 100' wide road 127 = 100' wide road 128 = 100' wide road 129 = 100' wide road 130 = 100' wide road 131 = 100' wide road 132 = 100' wide road 133 = 100' wide road 134 = 100' wide road 135 = 100' wide road 136 = 100' wide road 137 = 100' wide road 138 = 100' wide road 139 = 100' wide road 140 = 100' wide road 141 = 100' wide road 142 = 100' wide road 143 = 100' wide road 144 = 100' wide road 145 = 100' wide road 146 = 100' wide road 147 = 100' wide road 148 = 100' wide road 149 = 100' wide road 150 = 100' wide road 151 = 100' wide road 152 = 100' wide road 153 = 100' wide road 154 = 100' wide road 155 = 100' wide road 156 = 100' wide road 157 = 100' wide road 158 = 100' wide road 159 = 100' wide road 160 = 100' wide road 161 = 100' wide road 162 = 100' wide road 163 = 100' wide road 164 = 100' wide road 165 = 100' wide road 166 = 100' wide road 167 = 100' wide road 168 = 100' wide road 169 = 100' wide road 170 = 100' wide road 171 = 100' wide road 172 = 100' wide road 173 = 100' wide road 174 = 100' wide road 175 = 100' wide road 176 = 100' wide road 177 = 100' wide road 178 = 100' wide road 179 = 100' wide road 180 = 100' wide road 181 = 100' wide road 182 = 100' wide road 183 = 100' wide road 184 = 100' wide road 185 = 100' wide road 186 = 100' wide road 187 = 100' wide road 188 = 100' wide road 189 = 100' wide road 190 = 100' wide road 191 = 100' wide road 192 = 100' wide road 193 = 100' wide road 194 = 100' wide road 195 = 100' wide road 196 = 100' wide road 197 = 100' wide road 198 = 100' wide road 199 = 100' wide road 200 = 100' wide road | <ul style="list-style-type: none"> 201 = 100' wide road 202 = 100' wide road 203 = 100' wide road 204 = 100' wide road 205 = 100' wide road 206 = 100' wide road 207 = 100' wide road 208 = 100' wide road 209 = 100' wide road 210 = 100' wide road 211 = 100' wide road 212 = 100' wide road 213 = 100' wide road 214 = 100' wide road 215 = 100' wide road 216 = 100' wide road 217 = 100' wide road 218 = 100' wide road 219 = 100' wide road 220 = 100' wide road 221 = 100' wide road 222 = 100' wide road 223 = 100' wide road 224 = 100' wide road 225 = 100' wide road 226 = 100' wide road 227 = 100' wide road 228 = 100' wide road 229 = 100' wide road 230 = 100' wide road 231 = 100' wide road 232 = 100' wide road 233 = 100' wide road 234 = 100' wide road 235 = 100' wide road 236 = 100' wide road 237 = 100' wide road 238 = 100' wide road 239 = 100' wide road 240 = 100' wide road 241 = 100' wide road 242 = 100' wide road 243 = 100' wide road 244 = 100' wide road 245 = 100' wide road 246 = 100' wide road 247 = 100' wide road 248 = 100' wide road 249 = 100' wide road 250 = 100' wide road 251 = 100' wide road 252 = 100' wide road 253 = 100' wide road 254 = 100' wide road 255 = 100' wide road 256 = 100' wide road 257 = 100' wide road 258 = 100' wide road 259 = 100' wide road 260 = 100' wide road 261 = 100' wide road 262 = 100' wide road 263 = 100' wide road 264 = 100' wide road 265 = 100' wide road 266 = 100' wide road 267 = 100' wide road 268 = 100' wide road 269 = 100' wide road 270 = 100' wide road 271 = 100' wide road 272 = 100' wide road 273 = 100' wide road 274 = 100' wide road 275 = 100' wide road 276 = 100' wide road 277 = 100' wide road 278 = 100' wide road 279 = 100' wide road 280 = 100' wide road 281 = 100' wide road 282 = 100' wide road 283 = 100' wide road 284 = 100' wide road 285 = 100' wide road 286 = 100' wide road 287 = 100' wide road 288 = 100' wide road 289 = 100' wide road 290 = 100' wide road 291 = 100' wide road 292 = 100' wide road 293 = 100' wide road 294 = 100' wide road 295 = 100' wide road 296 = 100' wide road 297 = 100' wide road 298 = 100' wide road 299 = 100' wide road 300 = 100' wide road |
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ROBERT BRYANT
LAND SURVEYING

201 SE, 24th Ave, Suite 201
Fort Lauderdale, FL 33311
Phone 561-343-4421

APPROXIMATE BOUNDARY LINES

I HEREBY CERTIFY THAT THE BOUNDARY LINES OF SAID PROPERTY SHOWN ON THIS PLAN WERE OBTAINED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SAME ACCURATELY REPRESENT THE ACTUAL BOUNDARY LINES OF SAID PROPERTY.

DATE: 06-18-2019
BY: [Signature]
TITLE: [Title]

| | |
|--|---|
| <p>IDENTIFIED TO:</p> <p>FLORIDA BOARD OF SURVEYING AND MAPPING</p> <p>REG. NO. 10000</p> <p>EXPIRES: 06-18-2021</p> <p>ISSUED: 06-18-2019</p> <p>STATUS: [Status]</p> | <p>NOT VALID UNLESS SIGNED BY THE SURVEYOR</p> <p>DATE: 06-18-2019</p> <p>BY: [Signature]</p> <p>TITLE: [Title]</p> |
|--|---|

EXHIBIT "B"

APPLICABLE COSTS

Customer ID . . . : 4259 Name: 1118 N 16th Ct
 Addr: 240481100060008

| Opt Code | Description | Total due | Type |
|----------|---------------------------|------------|------|
| INT01 | LC INTEREST CHARGE 6%/YR | \$559.71 | Soft |
| LOTAD | LOT CLEARING ADMIN FEE | \$500.00 | Soft |
| LOT2 | LC | \$716.58 | Hard |
| PEN01 | LC PENALTY CHARGES OF .1% | \$111.85 | Soft |
| DEMO | DEMOLTTTON | \$7,489.00 | Hard |
| DEMOA | ADMINISTRATION/DEMO | \$100.00 | Soft |
| INT DM | INTEREST CHARGE 6% YR | \$3,946.80 | Soft |
| DM | PENALTY CHARGES OE .1% | \$789.36 | Soft |

| | |
|--------------------|-------------------------------|
| \$14,213.30 | TOTAL LIENS |
| \$8,205.58 | TOTAL HARD COSTS |
| \$6,007.72 | TOTAL SOFT COSTS |
| | |
| \$ 6,007.72 | AMOUNT WAIVED |
| \$ 8,205.58 | AMOUNT OWED |
| \$ 4,102.79 | AMOUNT REFUNDED AT C/O |

Note: The purpose of this estimate is to summarize the proposed terms of the impending development agreement.

This estimate does not create any legally binding obligation or any commitment until the definitive agreement is executed.