Instrument Prepared Under the Direction Of:

Camille Wallace, Esq.
City Attorney's Office
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

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# WEST ORANGE PLANNED DEVELOPMENT

# FINAL PD DEVELOPMENT AGREEMENT

This FINAL PD DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 11th day of November, 2026, by and between ORANGE AVENUE DEVELOPMENT II, LLC, a Michigan limited liability company, whose principal address is 28801 Grosebeck, Roseville MI 48066 (the "Applicant"), and the CITY OF FORT PIERCE, a municipal corporation of the State of Florida (the "City").

WITNESSETH:

**WHEREAS,** Orange Development II LLC are the owners of five (5) parcels, Parcel Identification Nos. 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1, and 2407-211-0001-000-0, totaling approximately 84.8 acres of which the owners desire to construct a Planned Development; and

**WHEREAS**, on February 21, 2023, the City Commission of the City of Fort Pierce ("City Commission") approved Ordinance No. 23-013, granting Planned Development zoning approval for the development known as West Orange Planned Development and approving a Preliminary Overall Masterplan for approximately 84.8 acres (the "Master PD"); and

**WHEREAS**, the Master PD property comprises five (5) parcels, Parcel Identification Nos. 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, 2407-221-0001-000-1, and 2407-211-0001-000-0, totaling approximately 84.8 acres; and

**WHEREAS**, the Applicant has submitted a Final PD Site Plan application for approximately 56.62 acres of the Master PD, consisting of four (4) parcels, Parcel Identification Nos. 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, and 2407-211-0001-000-0 (the "Final PD Property"); and

**WHEREAS**, the term "Final PD Property" refers to the entire approximately 56.62-acre area subject to this Agreement; and

**WHEREAS**, the Final PD Property is divided on the submitted Final PD Phasing Plan into Phase 1, Phase 2, and Phase 3, as follows: Phase 1 consists of approximately 29.47 acres and 256 townhome dwelling units together with the clubhouse and associated amenities; Phase 2 consists of approximately 22.69 acres and 194 townhome dwelling units; and Phase 3 consists of approximately 4.25 acres reserved for future commercial development; and

**WHEREAS**, this Agreement establishes the terms applicable to the Final PD Property while preserving the separate identity, timing, and approval requirements of Phases 1, 2, and 3; and

**WHEREAS**, Ordinance No. 23-013 requires approval of a Final PD Site Plan as a Major Amendment and requires the Final PD Site Plan to include a development phasing schedule identifying the number of phases and the approximate dates when construction of the project and each phase will begin and be completed; and

**WHEREAS**, the Planned Development Final PD Site Plan requires a Development Agreement to comply with Section 125-212 Planned Development Zone (PD) to include additional and specific terms related to the Final PD approval and the negotiations between the parties; and

**WHEREAS**, subject to the conditions and limitations contained in the approving ordinance, Final PD Site Plan, and this Agreement, the Final PD Property is consistent with the City's Comprehensive Plan and applicable land development regulations; and

**WHEREAS,** the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, having held a public hearing thereon, has considered this proposed Final PD Stite Plan amendment to the West Orange Planned Development; and

**WHEREAS,** the City of Fort Pierce Planning Board, at their August 10th, 2026, meeting, voted 6 to 0 to recommend APPROVAL of the request and submitted its recommendations thereon to the City Commission; and

**WHEREAS**, the City Commission adopted Ordinance No. 26-_____ (the "Final PD Ordinance"), approving the Final PD Site Plan and this Agreement, subject to the conditions contained therein.

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

1. **Recitals**; Governing Approvals; Defined Terms. The above recitals are true and correct and are incorporated herein. Ordinance No. 23-013 remains the governing Master PD zoning approval for the approximately 84.8-acre West Orange Planned Development. This Agreement implements the Final PD approval for the approximately 56.62-acre Final PD Property and does not supersede Ordinance No. 23-013 except to the extent expressly authorized by the Final PD Ordinance. In the event of a conflict between this Agreement and the Final PD Site Plan, this Agreement shall control. In the event of a conflict between this Agreement and Ordinance No. 23-013 that is not expressly resolved by the Final PD Ordinance, the more restrictive applicable requirement shall control unless otherwise determined by the City.

2. **Legal Description of the Land:** This Final PD Site Plan application is for approximately 56.62 acres of the Master PD, consisting of four (4) parcels, Parcel Identification Nos. 2407-241-0001-000-3, 2407-231-0000-000-5, 2407-212-0001-000-3, and 2407-211-0001-000-0 (the "Final PD Property"), a legal description of all four (4) parcels is incorporated by reference and attached as Exhibit 1.

3. **Duration of Agreement.** This Agreement shall be effective upon the effective date of the Final PD Ordinance, shall run with the land comprising the Final PD Property, and shall bind the parties and their successors and assigns for an initial term of ten (10) years, unless amended, extended, or terminated in accordance with this Agreement and applicable law.

4. **Phasing Requirements and Development Timeline.** The Final PD Property shall be developed in three (3) phases as shown on the Final PD Phasing Plan, attached as Exhibit 3, and subject to the following Development Timeline:

| Phase | Approx. Acreage | Development | Commencement | Infrastructure Completion | Final CO / Completion |
|---|---|---|---|---|---|
| Phase 1 | 29.47 | 256 townhomes; clubhouse, pool and Phase 1 amenities | Within 120 days of issuance of the first development permit | Prior to issuance of Final CO for 50% of Phase 1 units | December 31, 2032 |
| Phase 2 | 22.69 | 194 townhomes | Anytime after Commencement of Phase 1 | Prior to issuance of Final CO for 50% of Phase 2 units | December 31, 2032 |
| Phase 3 | 4.25 | Future commercial development | Separate Final PD required | TBD | TBD |

The completed table shall constitute the Development Timeline required by Ordinance No. 23-013.

A. Each residential phase shall include all infrastructure, utility systems, drainage improvements, stormwater facilities, roadway improvements, fire protection systems, pedestrian facilities, landscaping, buffering, and related improvements necessary to adequately serve that phase.

B. No Certificate of Occupancy shall be issued for a dwelling unit unless all infrastructure necessary to safely and adequately serve that dwelling unit and the occupied portion of the

applicable phase has been completed, operational, and approved by the applicable reviewing authority, except as expressly permitted by the City.

C. Temporary construction access, turnarounds, drainage facilities, utilities, and emergency access may be permitted where specifically approved by the City and other applicable agencies.

D. The Applicant shall construct all on-site and off-site improvements required by the approved development orders in accordance with the approved Final PD Site Plan, construction plans, Development Timeline, and this Agreement.

E. Reasonable adjustments to sequencing may be approved by the City where they do not materially alter approved entitlements, defer infrastructure required to serve occupied development, or modify an express Certificate of Occupancy trigger contained in this Agreement.

5. **Future Commercial Development - Phase 3.** Phase 3 consists of approximately 4.25 acres designated for future commercial development on the approved Final PD Phasing Plan. Approval of this Agreement and the present Final PD Site Plan shall not constitute Final PD Site Plan approval or authorization for vertical development of Phase 3. Prior to development of Phase 3, the Applicant or successor in interest shall submit and obtain approval of a separate Final PD Site Plan for Phase 3 in accordance with Section 125-212 of the City Code, Ordinance No. 23-013, and other applicable requirements. Approval of development within Phase 3 shall also require an amendment to this Agreement addressing the approved commercial development, applicable development standards, infrastructure obligations, development timing, and any additional conditions established through Final PD review.

6. **Phase 1 Amenities**. The clubhouse, swimming pool, associated recreational open space, and those pocket parks identified on the approved Final PD Site Plan as serving Phase 1 shall be constructed, receive all required approvals, and be available for their intended use no later than issuance of the Certificate of Occupancy for the 50th dwelling unit within Phase 1.

7. **Phase 1 Infrastructure Timing**. Prior to issuance of the first residential Certificate of Occupancy within Phase 1, the lift station and associated wastewater infrastructure necessary to serve Phase 1; the permanent primary vehicular access and required emergency access

improvements; the school bus stop and turnaround area shown on the approved Final PD Site Plan, unless an alternative milestone is approved in writing by the City and applicable school transportation authority; and those sidewalks and pedestrian connections necessary to provide a continuous accessible route from each occupied residential building to the Phase 1 internal pedestrian circulation system shall be completed, operational, and accepted or otherwise approved for use by the applicable reviewing authority. Remaining internal sidewalks within Phase 1 may be constructed concurrently with corresponding residential buildings and roadway segments; provided that all Phase 1 sidewalks and pedestrian improvements shall be completed prior to issuance of the final residential Certificate of Occupancy for Phase 1.

8. **Public Benefit and Required Improvements.** The Applicant acknowledges that approval of the Planned Development is based in part upon the provision of public benefits and enhanced development features associated with the Project. Public benefit features and required improvements identified on the approved plans shall be installed in accordance with the specific phasing and Certificate of Occupancy milestones established by this Agreement and approved development orders and thereafter maintained by the responsible property owners' association or other approved entity.

A. The Applicant shall dedicate approximately 0.215 acres for the Orange Avenue right-of-way widening shown on the Final PD Site Plan. The dedication shall be completed prior to issuance of the first building permit for vertical construction within Phase 1, unless alternative timing is approved in writing by the City and FDOT.

B. The deceleration lane and other Orange Avenue access improvements shown on the approved plans shall be constructed in accordance with applicable FDOT approvals and prior to issuance of the first residential Certificate of Occupancy, unless a different milestone is expressly established by the applicable FDOT permit and accepted by the City.

C. Landscaping, buffering, entry features, open space, recreational facilities, pedestrian connectivity, stormwater improvements, and utility infrastructure shall be completed in accordance with the approved Final PD Site Plan, landscape plans, construction plans, and the phase-specific requirements of this Agreement.

9. **Relationship to Prior Approvals.** There is no prior executed development agreement being amended by this instrument. Ordinance No. 23-013 and its incorporated exhibits and conditions remain in effect except as expressly modified through the Final PD Ordinance in accordance with law.

10. **Description of any land reserved or dedicated for public purposes**: Refer to Section 8 above in respect of the dedication of Right of Way.

11. **Description of all local development permits required,** All required development permits and approvals shall be obtained before commencing construction, which shall include, but are not limited to:

a. City of Fort Pierce Development Permit Compliance Review Permit.
b. Tree Removal Permit (City Code Sec. 123-65) and Tree Mitigation Approval (City Code Sec. 123-66)
c. Land Clearing Permit.
d. South Florida Water Management District Environmental Resources Permit
e. North St. Lucie Water Control District Drainage Permit
f. St. Lucie County Right-of-Way Permit
g. St. Lucie County Utility Connection Permit
h. Florida Department of Environmental Water Main Extension Permit
i. Florida Department of Environmental Wastewater Collection Permit

The failure of including a development permit or approval above does not alleviate Owner from obtaining any and all required development permits or approvals.

12. **Finding of consistency with the local comprehensive plan and land development regulations:** Based on the materials submitted with the application and the review by Staff, the Technical Review Committee and the findings of the City Planning Board, The Final PD Site Plan is consistent with the comprehensive plan, will not have an adverse effect on the ability of

the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136.

13. **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.

14. **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.

15. **Recording.** The City shall record this Agreement in the public records with the clerk of court in St. Lucie County within 14 days of the effective date of this Agreement. Failure of the City to record this Agreement shall not void this Agreement or be deemed a default.

16. **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 telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original.

17. **Vested Rights.** The Applicant may develop the Final PD Property only in accordance with applicable laws, Ordinance No. 23-013, the Final PD Ordinance, this Agreement, the

approved Final PD Site Plan, approved construction and landscape plans, and other applicable development orders. No approval granted by this Agreement shall be construed as Final PD Site Plan approval for Phase 3. The Applicant, its successors, and assigns shall have no vested rights in expired development orders. Nothing herein shall create vested rights beyond those established by applicable law and valid development approvals.

18. **Sidewalk Indemnification.** To the extent legally enforceable, Applicant shall indemnify, defend, and hold harmless the City from claims arising from the Applicant's design, construction, maintenance, repair, use, delay, or failure to construct sidewalks required for the Project, except to the extent caused by the City's own negligence or wrongful act. This provision shall survive expiration or termination of this Agreement.

19. **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 PD, final PD, final PD Site Plan), subdivision plat(s), and development orders.

20. **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, 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.

21. **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 St. Lucie County, Florida.

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

23. **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.

APPLICANT: Orange Ave. Development II, LLC, 28178 Hayes Rd., Roseville, MI 48066

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.

20. Conditions and Continuing Obligations. In addition to the requirements otherwise contained in this Agreement, the Applicant, its successors and assigns, shall comply with the conditions Attach at **Exhibit 4**.

[SIGNATURE PAGE TO FOLLOW]

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 / OWNER:

ORANGE AVENUE DEVELOPMENT II, LLC, a Michigan limited liability company,

By: _____

Printed Name: Marc O'Rourke

Title: Member

WITNESSES:

_____ _____

Print Name: _____ Print Name: _____

Address: _____ Address: _____

STATE OF MICHIGAN

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 11th day of November, 2026, by Marc O'Rourke, as Member of ORANGE AVENUE DEVELOPMENT II, LLC, on behalf of the company.

Print Name: Lori Ann Beatty

Notary Public, State of ~~Florida~~ Michigan

Commission No.: _____

My Commission Expires: 10.8.2029

Lori Ann Beatty
Notary Public State of Michigan
Oakland County
My Commission Expires 10/8/2029
Acting in the County of Oakland

~~CITY OF FT. PIERCE~~

_____

~~Linda Hudson~~, Mayor

ATTEST:

CITY OF FT. PIERCE

_____

Linda Hudson, Mayor

ATTEST:

_____

Linda W. Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____

_____,

Camille Wallace

Interim City Attorney.

**EXHIBIT 1**

LEGAL DESCRIPTION]

***LEGAL DESCRIPTION:***

PARCEL 1:

THE WEST ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS RIGHT-OF-WAY FOR CANALS, AS RECORDED IN THE PUBLIC RECORDS IN AND FOR ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

THE EAST 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS AND EXCEPT RIGHTS OF WAY FOR PUBLIC ROADS, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PARCEL 3:

THE NORTH 15 ACRES OF THE FOLLOWING DESCRIBED PROPERTY, THE EAST 1/2 OF THE SOUTHEAST 1/4 OF NORTHWEST 1/4 IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LESS AND EXCEPT RIGHTS OF WAY FOR CANALS, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA. AND FURTHER LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL AS SET FORTH IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1433, PAGE 2915:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 00 DEG 07' 33" EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 806.208 METERS (2,645.03 FEET) TO A POINT ON A FOUND BOAT SPIKE MARKING THE WEST 1/4 CORNER OF SAID SECTION 7, SAID POINT BEING ON THE BASELINE OF SURVEY FOR STATE ROAD 68 (ORANGE AVENUE) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR SECTION NO. 94070-2505; THENCE NORTH 89 DEG 42' 09" EAST ALONG SAID BASELINE OF SURVEY AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 624.027 METERS (2,047.33 FEET); THENCE NORTH 00 DEG 17' 51" WEST ALONG A LINE AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 116.668 METERS (382.77 FEET) TO THE POINT OF BEGINNING; THENCE NORTH 89 DEG 47' 56" EAST, A DISTANCE OF 171.190 METERS (561.65 FEET); THENCE NORTH 00 DEG 18' 45" EAST, A DISTANCE OF 94.635 METERS (310.48 FEET); THENCE SOUTH 89 DEG 47' 56" WEST, A DISTANCE OF 171.309 METERS (562.04 FEET); THENCE SOUTH 00 DEG 14' 26" WEST, A DISTANCE OF 94.634 METERS (310.48 FEET) TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL AS SET FORTH IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1430, PAGE 1914:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, EXCLUSIVE OF RIGHTS-OF-WAY FOR CANALS. LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCE AT A FOUND RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 00 DEG 07' 33" EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 2,645.03 FEET TO A POINT ON A FOUND RAILROAD SPIKE MARKING THE WEST QUARTER CORNER OF SAID SECTION 7, SAID POINT BEING ON THE BASE LINE OF SURVEY FOR STATE ROAD 68 (ORANGE AVENUE) AS SHOWN ON A FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION NO. 94070-2505; THENCE NORTH 89 DEG 42' 09" EAST ALONG SAID BASE LINE OF SURVEY AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2,047.33 FEET; THENCE NORTH 00 DEG 17' 51" WEST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 382.77 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 89 DEG 47' 56" EAST, A DISTANCE OF 561.65 FEET TO THE EASTERLY BOUNDARY OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SAID LINE ALSO TO BE EXTENDED TO THE WESTERLY BOUNDARY OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER.

PARCEL 4:

THE NE1/4 OF THE NE1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, EXCEPTING ALL RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AND DITCHES.

PARCEL 5:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 20' OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

LESS AND EXCEPTING THE EAST 50' THEREOF AND LESS RIGHT-OF-WAY FOR PUBLIC ROADS.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN 20' WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7 AND RUN THENCE NORTH 40' TO POINT OF BEGINNING; THENCE CONTINUE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 165' TO A POINT; THENCE TURN AND RUN EAST PARALLEL WITH

THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, FOR A DISTANCE OF 100' TO A POINT; THENCE TURN AND RUN SOUTH 165' TO A POINT 100' EAST OF POINT OF BEGINNING; THENCE TURN AND RUN WEST 100' TO POINT OF BEGINNING.

LESS D.O.T. EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1433, PAGE 2925, OFFICIAL RECORDS OF ST. LUCIE COUNTY, FLORIDA.

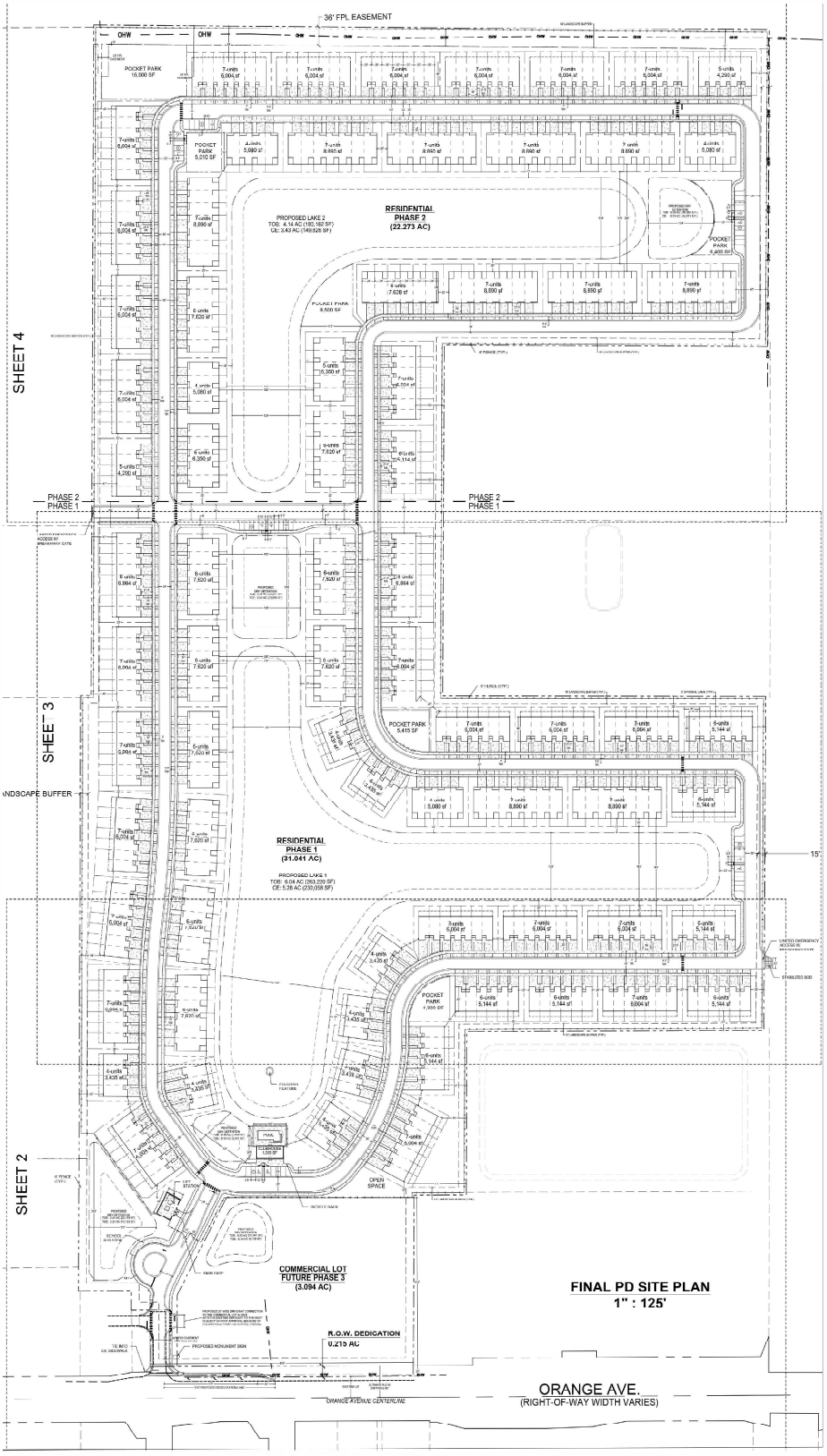
LESS THE WEST 1/2 OF THE CROSS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1938, PAGE 328 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE 20 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, THENCE N00°10'09"E FOR 40.00 FEET TO THE NORTH RIGHT OF WAY LINE OF ORANGE AVENUE (STATE ROAD NO. 68); THENCE N89°42'09"E ALONG SAID RIGHT OF WAY LINE OF ORANGE AVENUE FOR 54.99 FEET; THENCE N79°48'50"E FOR 45.07 FEET; THENCE N89°42'09"E FOR 0.67 FEET TO THE POINT OF BEGINNING; THENCE N00°10'09"E FOR 119.20 FEET, THENCE N89°42'09"E FOR 74.89 FEET; THENCE S00°10'09"W FOR 119.20 FEET TO SAID NORTH RIGHT OF WAY LINE OF ORANGE AVENUE; THENCE S89°10'09"W FOR 74.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.62 ACRES, MORE OR LESS.

# EXHIBIT 2

## FINAL PD SITE PLAN

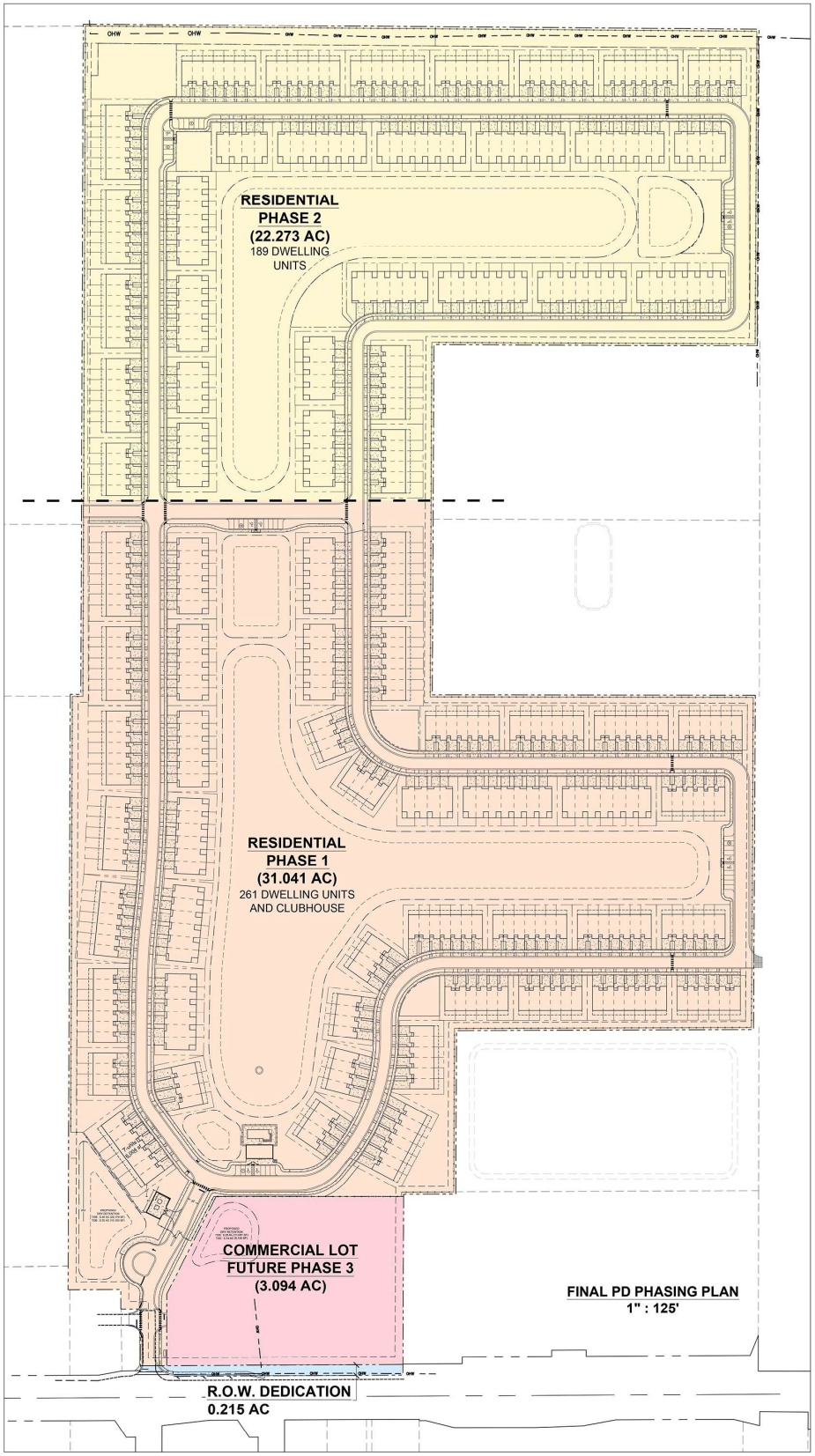




*Approved as to form and correctness by the CAO on 10/15/2026.*

**EXHIBIT 3**

PHASING PLAN






*Approved as to form and correctness by the CAO on 10/15/2026.*

## EXHIBIT 4

These conditions implement and supplement Ordinance No. 23-013, the Final PD Ordinance, the approved Final PD Site Plan, and other applicable development orders. Nothing herein shall be construed to eliminate or supersede any applicable condition of Ordinance No. 23-013 unless expressly modified by the Final PD Ordinance.

**1. Conformance with Master PD Approval.** Development shall remain consistent with Ordinance No. 23-013, the Preliminary Overall Masterplan titled "Orange Ave. Development II, Parcel Exhibit Orange Ave. PD Plan," prepared by Redtail DG and dated June 11, 2022, and the West Orange Development Criteria Requirements incorporated into Ordinance No. 23-013, except as expressly modified by the approved Final PD.

**2. Final PD and Approved Plans.** Development of the Final PD Property shall occur substantially in accordance with the approved Final PD Site Plan, Phasing Plan, landscape and irrigation plans, construction plans, utility plans, stormwater plans, and other development orders approved by the City. Material modifications shall be processed in accordance with Section 125-212 and other applicable provisions of the City Code.

**3. Phase 3 Commercial Development.** The approximately 4.25-acre Phase 3 commercial tract is reserved for future commercial development only. Approval of the present Final PD shall not constitute Final PD Site Plan approval for development of Phase 3. Prior to development of Phase 3, a separate Final PD Site Plan shall be approved and this Agreement shall be amended to incorporate the approved commercial development, development standards, infrastructure obligations, and development schedule.

**4. Development Phasing.** Development shall proceed in accordance with the approved Phasing Plan and Development Timeline incorporated into this Agreement. Phase 1 shall consist of approximately 29.47 acres and 256 townhome units; Phase 2 shall consist of approximately 22.69 acres and 194 townhome units; and Phase 3 shall consist of approximately 4.25 acres reserved for future commercial development. No phase shall proceed contrary to the infrastructure and Certificate of Occupancy milestones established by this Agreement.

**5. Unity of Title and Parcel Combination.** Prior to issuance of any Building Permit, a Unity of Title shall be recorded with the St. Lucie County Clerk of Court and the required Parcel Combination shall be completed with the St. Lucie County Property Appraiser for the property/phase required to be held in unified control.

**6. Addressing.** Following completion of the required Unity of Title and parcel combination, a General Address Request Form shall be submitted to the Planning Department for the newly created Parcel ID and for each proposed building and residential unit, as applicable.

**7. Common Areas and Continuing Maintenance.** All common open space, recreational areas, landscaping, buffering, stormwater facilities, private streets, sidewalks, entry features, and other common improvements shall be continuously maintained by the Applicant, property owners' association, community development district, or other entity approved by the City. Any applicable declaration, covenant, or other instrument shall bind successors in title to obligations concerning completion, operation, and maintenance of the development.

**8. Landscape and Irrigation.** Landscaping and irrigation shall be installed and maintained in accordance with the approved Final PD landscape and irrigation plan and Section 125-314 of the City Code. Required landscaping and buffering associated with each phase shall be completed prior to the final Certificate of Occupancy for that phase, except where an earlier milestone is established by the approved plans or this Agreement.

**9. Stormwater and Drainage.** Stormwater management and drainage improvements necessary to serve each phase shall be constructed in accordance with the approved plans and all applicable City and agency permits and shall be operational prior to issuance of Certificates of Occupancy within the area dependent upon those facilities.

**10. Utilities and Lift Station.** Water, wastewater, and other utility infrastructure necessary to serve each occupied portion of the development shall be completed, operational, and approved by the applicable utility provider prior to issuance of Certificates of Occupancy. The Phase 1 lift station and associated wastewater infrastructure shall be operational prior to issuance of the first residential Certificate of Occupancy within Phase 1.

**11. Vehicular Access and Orange Avenue Improvements.** The Applicant shall complete the required Orange Avenue right-of-way dedication, deceleration lane, primary access, and emergency access improvements in accordance with the approved Final PD Site Plan, applicable FDOT approvals, and the milestones established in this Agreement.

**12. Pedestrian Improvements.** Sidewalks and pedestrian facilities shall be constructed concurrently with the applicable phase. A continuous accessible pedestrian route shall be available to each occupied residential building. All sidewalks and pedestrian improvements within a residential phase shall be completed prior to issuance of the final residential Certificate of Occupancy for that phase.

**13. School Bus Stop/Turnaround.** The school bus stop and turnaround depicted on the approved Final PD Site Plan shall be completed and available for use prior to the first residential Certificate of Occupancy within Phase 1, unless an alternative milestone or configuration is approved in writing by the City and applicable school transportation authority.

**14. Recreational Amenities.** The Phase 1 clubhouse, swimming pool, associated recreational open space, and Phase 1 pocket parks shall be completed, approved, and available for use no later than issuance of the Certificate of Occupancy for the ___th dwelling unit within Phase 1. No Certificate of Occupancy exceeding that threshold shall be issued until the required amenities are available for their intended use.

**15. Public Benefit Improvements.** Public-benefit features identified on the approved plans, including landscaping enhancements, entry and identity features, open-space amenities, recreational facilities, pedestrian connectivity improvements, stormwater improvements, and utility infrastructure, shall be installed in accordance with the applicable phasing and Certificate of Occupancy milestones and thereafter maintained by the responsible entity.

**16. Infrastructure Prior to Occupancy.** No Certificate of Occupancy shall be issued unless the roads, emergency access, fire protection, water, wastewater, stormwater, drainage, and other infrastructure reasonably necessary to serve the building and occupied portion of the applicable phase has been completed, is operational, and has received required approvals.

**17. Temporary Improvements.** Temporary construction access, emergency access, turnarounds, utilities, drainage, and similar facilities may be utilized only where approved by the City and other agencies having jurisdiction and shall not substitute for permanent improvements required as a condition of occupancy unless expressly authorized.

**18. Successors and Assigns.** All development, infrastructure, maintenance, phasing, and public-benefit obligations established by this Agreement shall run with the applicable property and shall be binding upon the Applicant and its successors and assigns.

**19. Environmental Compliance**. Nothing in this Agreement shall be construed as waiving or modifying Conditions 4, 5, or 6 of Exhibit D to Ordinance No. 23-013. Prior to final approval of the Final PD, the City shall determine whether those conditions have been satisfied or whether modification of the applicable condition through the Final PD Ordinance is required.