

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 AGREEMENT

THIS PLANNED DEVELOPMENT (PD) ZONING AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2025, (the “**Effective Date**”) by and between, HICKORY BRANCH PROPERTIES, INC., a Florida Corporation (“**Hickory**”), whose principal address is 1124 Coral Street, Ft. Pierce, FL 34982, VARN GROVES INC, a Florida corporation (“**Varn**”), whose mailing address is 2958 E Fern Brook Drive, Eagle, ID 83616-6602 and DONALD M. VARN, Trustee, or his successors in trust, under the DONALD M. VARN LIVING TRUST dated March 22, 2011, as amended and restated from time to time (the “**Trust**”), whose post office is 3601 Gordy Road, Fort Pierce, FL 34945 (collectively, Hickory, Varn and the Trust are referred to herein as the “**Owner**”), and the CITY OF FORT PIERCE, a political subdivision of the State of Florida (the “**City**”).

WITNESSETH:

WHEREAS, NVR, Inc., a Delaware corporation, doing business as Ryan Homes (the “**Applicant**”), is currently under contract to purchase, and intends to develop, certain real property within the city limits of the City, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit “1”** (the “**Subject Property**”); and

WHEREAS, Owner is the current owner of the Subject Property; and

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

WHEREAS, the Subject Property consists of three (3) parcels totaling approximately one hundred and twenty-six and sixty-eight hundredths (126.68) acres, more or less; and

WHEREAS, the Applicant, with the consent of the Owner, is proposing an estimated five hundred and seventeen (517) unit residential community with associated amenities at 3605 Gordy Road, located

northwest of the intersection of I-95 and the Florida Turnpike, to be known as the “The Gordy Preserve” (the “**Project**” or “**Development**”); and

WHEREAS, Section 125-212 (a) of the Code indicates that the purpose of a Planned Development Zone District (“**PD**”) includes the allowance of developments which are not specifically otherwise permitted in standard zoning districts; and

WHEREAS, Section 125-212 (c)(10) of the Code provides that the specific development standards of a PD are contained in the approved development documents for each planned development, making a variance unnecessary; and

WHEREAS, Sections 125-212 (d)(1) and (f) of the Code allow a PD in the City subject to a Planned Development Zoning Agreement negotiated between the Owner and City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the development and the City and to encourage enlightened and imaginative approaches to community planning; and

WHEREAS, the Development proposed is consistent with the City’s comprehensive plan and land development regulations; and

WHEREAS, pursuant to Section 125-212(d)(2)(a), the owner intends to move directly to a Final PD approval for the Development (the “**Final Approval**”), and this Agreement is meant to include the understanding and requirements of that approval.

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. **Legal Description.** This Agreement shall apply to the Subject Property, as described in **Exhibit “1”**.

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 until the expiration of the Final Approval (the “**Expiration Date**”). Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

4. **Phasing Requirements.** The Development shall be constructed in two (2) phases.

5. **Development Approvals and Requirements for the Project.** The Project shall conform to the following requirements:

A. **Site Plans:** The final planned development zoning district site plan (the “**Site Plan**”) is attached hereto as **Exhibit “2”**^{[A1][A2]} and incorporated herein by reference. The Site Plan shall require approval by the City Commission.

B. **Development Timeline**^[A3]: The development of the Subject Property shall be as specified

in **Exhibit “3”**, attached hereto and by this reference incorporated herein (the “Development Timeline”).

- C. **Development Standards:** The landscaping and development standards specified in **Exhibit “4”**, ^[A4]^[A5] attached hereto and by this reference incorporated herein (the “Development Standards”) shall govern the development of the Subject Property.
- D. **Entrances and Internal Road Network:** Access to the site shall be provided by Gordy Road.
- E. **Utilities:** The Project shall 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.
- F. **Public Benefit:** The Project will provide the following public benefits:
 - Improve Gordy Road Bridge, and
 - Improve Gordy Road Recreation Area.

6. **Public Facilities that will Service the Development.**

- A. **Water/Wastewater:** Fort Pierce Utilities Authority (“FPUA”) shall provide water and wastewater to the Project with water and sewer available to provide for the Project.
- B. **Drainage:** The Project is located within the jurisdiction of the South Florida Water Management District (“SFWMD”) and the North St. Lucie River Water Control District (“NSLRWCD”).
- C. **Local School District:** St. Lucie Public Schools serve this location with capacity to serve the anticipated needs of the Project.

7. **Description of Local Development Permits Required for the Development.** The Development shall require the following local development permits and approvals, which shall be obtained before commencing construction:

- A. City of Fort Pierce Final Approval.
- B. City of Fort Pierce Development Permit Compliance Review Permit.
 - i. Engineering approval.
- C. Fort Pierce Building Permit(s).

- D. South Florida Water Management District:
 - i. Consumptive Water Use Permit (as required).
 - ii. Environmental Resource Permit.
- E. NSLRWCD Drainage Permit (as required).
- F. St. Lucie County permit (as required).
- G. FPUA permitting (as required).
- H. Florida Department of Environmental Protection permitting (as required).
- I. Other permits as required.

8. **Project Compliance.** The Project as proposed by this Agreement is consistent with the City's comprehensive plan and the Code. Any failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. Attached hereto as **Exhibit "5"** is a list of any conditions, terms, restrictions, and other requirements determined by the City for the public health, safety, or welfare of its citizens, which shall govern the development of the Subject Property and with which the Development shall comply.

9. **Destruction.** In the event that all or a portion of the Development should be destroyed by a storm, fire, or other common disaster, Owner, its grantees, successors or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the Site Plan, subdivision plat(s), and development orders.

10. **Unity of Control.** Owner agrees that the Subject Property shall be developed as one parcel of land, in one or more phases, consistent with the Site Plan as approved by the City and incorporating the entire Subject Property. The Subject Property may only be subdivided pursuant to a subdivision plat or lot split approved by the City in accordance with all applicable requirements of the Code. This paragraph shall not prohibit the conveyance of any lot, parcel or tract in accordance with a plat or lot split approved by the City and recorded in the public record, or the conveyance of right-of-way to any governmental entity.

11. **Modification, Amendment and Release.** This Agreement may not be modified, amended, or released, except by written instrument signed by the parties to this Agreement, provided that such modification, amendment, or release has been approved by the City after public hearing. Notwithstanding anything contained hereinto the contrary, Owner, its successors in interest and/or title, and the City 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.

12. **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 KNOWINGLY AND VOLUNTARILY 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.

13. **Successors and Assigns.** This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the legal representatives, successors, assigns and successors in title of the Owner and any person, firm, corporation, or entity who or which may become the successor in interest to the Subject Property.

14. **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; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addressees are as follows:

OWNER:

Hickory Branch Properties, Inc.
1124 Coral Street,
Ft. Pierce, FL 34982,

and

Varn Groves Inc
2958 E Fern Brook Drive
Eagle, ID 83616-6602

and

Donald M. Varn Living Trust dated March 22, 2011
Attn: Donald M. Varn
3601 Gordy Road,
Fort Pierce, FL 34945

CITY:

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

With a copy to:

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

APPLICANT:

Ryan Homes
 11700 Plaza America Drive, Suite 500
 Reston, VA 20190

With a copy to:

Dean, Mead, Minton & Moore
 Attn: W. Lee Dobbins, Esq.
 1903 South 25th Street, Suite 200
 Fort Pierce, FL 34947

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 date received if deposited with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused. 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.

15. **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.

16. **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.

17. **Rights of Assignment to Lender.** All rights of the Owner hereunder may be collaterally assigned to any lender for the Subject 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 Owner hereunder.

18. **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.

19. **Recording.** The City shall record this Agreement in the public records with the clerk of court in St. Lucie County within fourteen (14) days of the Effective Date. Failure of the City to record this

Agreement shall not void this Agreement or be deemed a default.

20. **Hold Harmless.** The City shall be held harmless from any and all liability stemming from any disputes between Owner, its grantees, successors, assigns, predecessors in title or other property owners regarding any development undertaken by Owner, its grantees, successors, or assigns as provided for in this Agreement.

21. **Compliance/Vested Rights.**

- A. Owner shall be required to construct all proposed improvements in accordance with applicable laws, ordinances, and regulations, the provisions and requirements of this Agreement, the final PD zoning ordinance, Site Plan, construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders (“**Development Orders.**”). In the event of any conflict between the Code and this Agreement or the Final Approval, this Agreement and the Final Approval shall govern.
- B. Owner, its grantees, successors, or assigns shall have no vested rights in any expired Development Orders for this Development.

22. **Remedies.**

- A. In the event that the Owner fails to comply with any provision or condition of this Agreement or any Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property, including any associated phases. In the event that the Owner fails to construct the improvements consistent with this Agreement, the City may deliver to Owner written notice specifying such failure (a “**Notice of Failure**”). Owner shall remedy such specified failure within sixty (60) days from receipt of a Notice of Failure, or if such failure cannot reasonably be cured within such sixty (60) days, then Owner shall commence to cure within such sixty (60) days and shall thereafter diligently pursue the cure to completion. If Owner fails to cure in accordance with the forgoing, then the City may, in its sole discretion, take any action it deems necessary and appropriate as provided for in the Code, this Agreement, and other applicable law. If the Agreement is terminated or expires, no building permits shall be issued for the Project consistent with the Site Plan or this Agreement until such time as a new agreement or an amendment to this Agreement is executed by the parties to this Agreement.
- B. In the event that any person files a complaint with the City’s 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, the City’s manager will review and respond to such complaint and take appropriate action as provided for in the Code, this Agreement, and other applicable law.

- 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 Owner or their successors in interest fail to abide by the provisions of this Agreement.
23. **Failure to Address Requirements.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements, conditions, term, or restriction.

(SIGNATURE PAGES 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.

WITNESSES:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

OWNER:

Hickory Branch Properties, Inc., a Florida corporation,

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 _____, 2025, by _____, as _____ of Hickory Branch Properties, Inc., a Florida corporation, on behalf of said corporation. 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: _____

(NOTARY SEAL)

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

WITNESSES:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

OWNER:

Varn Groves Inc, a Florida corporation,

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 _____, 2025, by _____, as _____ of Varn Groves Inc, a Florida corporation, on behalf of said corporation. 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: _____

(NOTARY SEAL)

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

WITNESSES:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

OWNER:

By: _____
DONALD M. VARN, as Trustee for
the Donald M. Varn Living Trust
dated March 22, 2011

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2025, by DONALD M. VARN, as Trustee for the Donald M. Varn Living Trust dated March 22, 2011, on behalf of said trust. 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: _

(NOTARY SEAL)

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

CITY OF FORT PIERCE:

ATTEST:

Linda W. Cox,
City Clerk

(SEAL)

Linda Hudson, Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

Sara K. Hedges, City Attorney

(SIGNATURES TO CONTINUE ON NEXT PAGE)

CONSENTING SIGNATORY ONLY

WITNESSES:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

APPLICANT:

Hickory Branch Properties, Inc., a Florida corporation,

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as _____ of _____, LLC, a _____ limited liability company, who [] is personally known to me [] has produced _____ as identification.

(NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

EXHIBIT 1

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 26; THENCE RUNNING EAST ALONG THE NORTH LINE OF SAID NW 1/4 OF SE 1/4, A DISTANCE OF 284 FEET; THENCE SOUTH 18 DEG. EAST, A DISTANCE OF 205 FEET; THENCE SOUTH 46 DEG. EAST A DISTANCE OF 240 FEET; THENCE SOUTH 49 DEG. 15 MIN. EAST, A DISTANCE OF 175 FEET; THENCE SOUTH 49 DEG. 30 MIN. EAST, A DISTANCE OF 45 FEET; THENCE SOUTH 34 DEG. 15 MIN. EAST, A DISTANCE OF 150 FEET; THENCE NORTH 75 DEG. 45 MIN. EAST, A DISTANCE OF 55 FEET; THENCE SOUTH 53 DEG. EAST, A DISTANCE OF 133 FEET; THENCE SOUTH 9 DEG. EAST, A DISTANCE OF 100 FEET; THENCE SOUTH 21 DEG. EAST, A DISTANCE OF 215 FEET; THENCE SOUTH 68 DEG. EAST, A DISTANCE OF 160 FEET; THENCE NORTH 77 DEG. 15 MIN. EAST, A DISTANCE OF 143 FEET TO THE EAST SIDE OF SAID NORTHWEST QUARTER OF SE 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID NW 1/4 OF SE 1/4 A DISTANCE OF 350 FEET TO THE SOUTHEAST CORNER OF SAID NW 1/4 OF SE 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID NW 1/4 OF SE 1/4 TO THE SOUTHWEST CORNER OF SAID NW 1/4 OF SE 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NW 1/4 OF SE 1/4 TO THE POINT OF BEGINNING.

PARCEL 2:

THE W 1/2 OF THE SW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.

PARCEL 3:

THE NE 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THE FOLLOWING: BEGINNING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 26, RUN THENCE SOUTH 110.5 FEET; RUN THENCE, TURNING EASTERLY AT ANGLE OF 122 DEG. 57 MIN. TO THE FOREGOING LINE, 199.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEG. 13 MIN. AND RUN 300 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 82 DEG. 42 MIN. AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE RUN WESTERLY ON SAID QUARTER SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THE FOLLOWING: THAT PIECE OR PARCEL OF LAND CONVEYED BY K. F. GORDY AND MERYL M. GORDY, HIS WIFE TO AL C. GORDY AND HAZEL C. GORDY, HIS WIFE BY DEED DATED AUGUST 31, 1964, RECORDED IN OFFICIAL RECORD BOOK 98, PAGE 285, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THE LAND CONTAINED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 266, PAGE 2361 AND WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2456, PAGE 239, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 4:

THE N 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 35, SOUTH, RANGE 39 EAST.

EXCEPTING FURTHERMORE FROM ALL OF THE ABOVE PARCELS 1 THROUGH 4, THE FOLLOWING DESCRIBED PARCEL WHICH LIES WITHIN THE SE 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST: FROM THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, RUN SOUTH ALONG THE SECTION LINE 1691.16 FEET; THENCE NORTH 79 DEG. 7 MIN. WEST 507.90 FEET; THENCE NORTH 34 DEG. 19 MIN. 30 SEC. WEST 241.51 FEET; THENCE SOUTH 89 DEG. 37 MIN. 10 SEC. WEST 611.83 FEET; THENCE NORTH 0 DEG. 22 MIN. 50 SEC. WEST 10 FEET TO THE POINT OF BEGINNING; THENCE RUN ALONG BOUNDARY OF THE AFORESAID PARCEL THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEG. 37 MIN. 10 SEC. WEST 234.70 FEET; NORTH 1 DEG. 23 MIN. 10 SEC. EAST 335 FEET TO CONCRETE MONUMENT ON SOUTH BANK OF OLD CREEK CHANNEL; THENCE NORTH 87 DEG. 49 MIN. 10 SEC. EAST 73.58 FEET; THENCE NORTH 73 DEG. 46 MIN. 10 SEC. EAST 156.84 FEET TO CONCRETE MONUMENT ON SAID SOUTH BANK OF OLD CREEK CHANNEL; THENCE SOUTH 0 DEG. 22 MIN. 50 SEC. EAST 379.83 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

A PARCEL OF LAND IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NE CORNER OF THE SE 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, RUN SOUTH ALONG THE SECTION LINE 1,691.16 FEET; THENCE NORTH 79 DEG. 7 MIN. WEST 507.90 FEET; THENCE NORTH 34 DEG. 19 MIN. 30 SEC. WEST 241.51 FEET; THENCE SOUTH 89 DEG. 37 MIN. 10 SEC. WEST 611.83 FEET; THENCE NORTH 0 DEG. 22 MIN. 50 SEC. WEST 10 FEET TO THE POINT OF BEGINNING; THENCE RUN ALONG BOUNDARY OF THE AFORESAID PARCEL THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEG. 37 MIN. 10 SEC. WEST 234.70 FEET; NORTH 1 DEG. 23 MIN. 10 SEC. EAST 335 FEET TO CONCRETE MONUMENT ON SOUTH BANK OF OLD CREEK CHANNEL; THENCE NORTH 87 DEG. 49 MIN. 10 SEC. EAST 73.58 FEET; THENCE NORTH 73 DEG. 46 MIN. 10 SEC. EAST 156.84 FEET TO CONCRETE MONUMENT ON SAID SOUTH BANK OF OLD CREEK CHANNEL; THENCE SOUTH 0 DEG. 22 MIN. 50 SEC. EAST 379.83 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THE SE 1/4 OF THE SW 1/4 OF THE SE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE SE 1/4, SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT FROM PARCELS 1 THROUGH 6 ABOVE: RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

EXHIBIT 2

FINAL PLANNED DEVELOPMENT SITE PLAN

EXHIBIT 3

DEVELOPMENT TIMELINE

Approvals..... Anticipated _____ of 202__

Infrastructure Construction..... _____ 202__ – _____ 202__

Home Construction..... _____ 202__ – _____ 202__

EXHIBIT 4**DEVELOPMENT STANDARDS (Example)**

	Lot Type A	Lot Type B	Lot Type C
Lot Area	5500 - 6490	4400 - 5390	3300 - 4290
Depth	110	110	110
Width	50'-59'	40'-49'	30'-39'
Lot Coverage	55%	55%	50%
Setbacks			
Front	20	20	20
Side	3	3	3
Side	N/A	N/A	N/A
Corner			
Rear	10	10	10
Building			
Separation	6'	6'	6'

Rights of Way**Entry Boulevard** 70'**Interior Streets** 40'**Pavement Lane****Width****Entry Boulevard** 12'

Interior Streets	10'
Block Length	1,400'
(Max.)	
Curb Type	Valley Gutter
Sidewalks	5'
Entry Boulevard	Both sides of street
Interior Streets	One side of street
Accessory uses allowed in rear/side setback	
AC	
Fences	
Patios	
Pool	
Screen enclosure	
Roof overhangs	
Exterior Gas Water Heaters	

1. **Open Space:** All dry detention that is amenitized through bioswale or raingarden design shall be counted toward Open Space acreage.
2. **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.

3. **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.
4. **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 5

CONDITIONS OF DEVELOPMENT (Example)

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31, 11.15.2024.
2. The minimum Open Space shall be 20% of the Final PD site area.
3. The maximum Density shall be 5 dwelling units per acre of the Final PD site area.
4. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.
5. The Final PD site plan submittal shall include a wetland jurisdictional survey.
6. Prior to submittal of a Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.
7. Prior to submittal of a Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.
8. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
9. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the owner.
10. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
11. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.
12. If the owner intends to phase the project, please include a development phasing schedule indicating:

The approximate date when construction of the project can be expected to begin.

The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

13. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.
14. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.
15. A Final Plat shall be obtained prior to first certificate of occupancy of a residential unit.
16. **NOTE:** The Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Fort Pierce for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.