

Instrument Prepared By:

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PETERSON ROAD
PLANNED DEVELOPMENT AND TRAFFIC CONTRIBUTION
AGREEMENT

THIS PLANNED DEVELOPMENT AND TRAFFIC CONTRIBUTION AGREEMENT (“Agreement”), made and entered into this ___ day of _____, 2026, by and between EDIBLE COMMODITIES, LLC, hereinafter referred to as the “Applicant”, and CITY OF FORT PIERCE, a political subdivision of the State of Florida, hereinafter referred to as the “City”.

WITNESSETH:

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

WHEREAS, it is the desire of Applicant to develop a Planned Development (“PD”) to be known as PETERSON ROAD, consisting of 19.39 acres with 185 dwelling units (“DUs”); and

WHEREAS, as part of the development, Applicant is proposing significant contributions to the roadway network to mitigate the PD’s impacts to further satisfy Fort Pierce transportation concurrency requirements; and

WHEREAS, this type of development is permitted in the City subject to a binding written document negotiated between Applicant and 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 parties do hereby agree as follows:

1. CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed development is consistent with the goals, objectives, and policies of the comprehensive plan.

2. USES PERMITTED ON THE LAND

Uses:

Multi-family residential.

Single family detached residential.

Duplex residential.

Townhome residential.

Development:

Development of residential units and related community structures and amenities, including, but not limited to, community pool, clubhouse, and recreational facilities, and related infrastructure.

Maximum Residential Density:

Maximum density per gross acreage: 10 du.

Maximum number of dwelling units: 185.

Maximum Building Height:

30 feet.

3. MASTER PLAN

The project will be developed in accordance with the Master Plan, which is attached as **Exhibit 2**.

4. PUBLIC FACILITIES

Public Facilities that will Service the Development:

Water

Sewer

Solid Waste

Roads

A.TRAFFIC CONTRIBUTION IMPROVEMENTS

In addition to the land dedicated to St. Lucie County for right-of-way purposes, set forth more fully in Section 6 of this Agreement, Applicant makes the following traffic contributions:

- A. Applicant agrees to pave Peterson Road along the project frontage connecting to the existing paved sections of Peterson Road.
- B. Applicant agrees to construct a 5-foot sidewalk along Peterson Road at the front of its property.

5. DEVELOPMENT TIMELINE AND PHASING

- A. The timetable for development is attached as **Exhibit 3**.
- B. The project will be developed in a single phase.

6. DEDICATION OF LAND FOR PUBLIC PURPOSES

A Right-of-Way dedication to match the existing Right-of-Way to the east and west of this parcel will be required. Applicant will dedicate to St. Lucie County for right-of-way purposes the area shown on the Master Plan as “Right-of-Way”, upon completion of the

roadway and sidewalk improvements on the approved Final PD Plan. A Roadway Improvement Agreement and bonding will be required for permanent improvements within the County's Right-of-Way.

7. CONDITIONS, TERMS, RESTRICTIONS, OR OTHER REQUIREMENTS

The conditions and requirements agreed to by the City and Applicant as set forth in the Special Conditions, attached and incorporated as **Exhibit 4**.

A. Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

8. LOCAL DEVELOPMENT PERMITS APPROVED OR NEEDED TO BE APPROVED FOR THE DEVELOPMENT OF THE LAND

A. A Site Development permit for access and drainage outfall from the County prior to initiation of site improvements is required.

9. VESTED RIGHTS

Applicant shall have the right to construct the proposed Improvements 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.

10. DESTRUCTION

In the event that all or a portion of the proposed Improvements should be destroyed by a storm, fire, or other common disaster, Applicant, its grantees, successors or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan(s), subdivision plat(s), and development orders.

11. CHANGES OR AMENDMENTS

There shall at all times be 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.

- A. Applicant, its successors in interest, 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.

12. BREACH OF AGREEMENT

- A. Development of PETERSEN ROAD 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 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 Board of City Commissioners, hereinafter sometimes referred to as Board, 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.

13. JURISDICTION

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

14. SUCCESSORS AND ASSIGNS

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

15. NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; 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.

16. ENTIRE AGREEMENT

This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

17. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not

be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SIGNATURES TO FOLLOW ON NEXT PAGE

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

**EDIBLE COMMODITIES, 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 _____, 2026, by _____, as _____ of EDIBLE COMMODITIES, 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)

DRAFT

EXHIBIT 1

[LEGAL DESCRIPTION OF THE OVERALL TRACT]

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 35 South, Range 40 East, lying and being in St. Lucie County, Florida, excepting from the above description of the North 46 feet thereof, also less and excepting Peterson Road.

Parcel ID Number: 2418-212-0001-000-7

DRAFT

EXHIBIT 2

[MASTER PLAN]

DRAFT

EXHIBIT 3

[TIMETABLE FOR PLANNED DEVELOPMENT AND TRAFFIC IMPROVEMENTS]

PHASE SCHEDULE

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EXHIBIT 4

[SPECIAL CONDITIONS OF DEVELOPMENT]

1. The phasing of the project, outlined in Exhibit 2 of this agreement, shall adhere to City Code Sections 125- 212(b)(6) and 125-212(c)(1)(c): Phasing. Each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases.
2. Any 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 at section 125-212 – Planned Development Zone (PD).
3. Prior to submittal of a Final PD Plan an updated Environmental Survey shall be carried out to confirm whether any protected species are impacted.
4. The Final PD site plan submittal shall include a wetland jurisdictional survey.
5. Prior to submittal of a Final PD site plan, and if required, a Gopher Tortoise Survey shall be carried out on site.
6. Prior to submittal of a Final PD site plan, and if required by the USFWS (US Fish and Wildlife Service), a Habitat Assessment shall be carried out on site.
7. A detailed stormwater and drainage plan and statement shall be submitted at the time of a Final PD site plan application.
8. 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 applicant.

9. 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.
10. 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.
11. A Final PD site plan submittal shall contain all documents, plans and analysis as required per section 215-213 125.212(d) of the City's Code of Ordinances.
12. A Site Development permit for access and drainage outfall from the County prior to initiation of site improvements is required. Please submit a site development permit application through the County's online permitting portal.
13. The following Documents form part of the Peterson Road Master Planned Development.

PD SITE PLAN	
BOUNDARY SURVEY	
TOPOGRAPHIC SURVEY	
PROJECT NARRATIVE	
RECORDED DEED	
SITE LOCATION MAP	

MASTER STORMWATER REPORT	
TRAFFIC IMPACT ANALYSIS	
ENVIRONMENTAL ASSESSMENT	
UTILITIES WATER AND WASTEWATER SERVICE	
PD ZONING DEVELOPMENT AGREEMENT	

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