

DEVELOPER AGREEMENT

(Palermo Estates)

THIS DEVELOPER AGREEMENT (“Agreement”) is made as of this ____ day of October 2024 by and between **OMBU RANCH RANGE LINE, LLC**, a Florida limited liability company (“Developer”), and the **CITY OF PORT ST. LUCIE, FLORIDA**, a Florida municipal corporation (the “City”). Developer and the City are sometimes referred to herein as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Developer owns the real property described in **Exhibit “A”** attached hereto and made a part hereof (the “Development Property”); and

WHEREAS, Developer intends to develop the Development Property under the authority of St. Lucie County, Florida (the “County”) currently known as the Palermo Estates residential development (the “Project”); and

WHEREAS, in connection with Developer’s application filed as St. Lucie County Comprehensive Plan Amendment No. 2024-35 ESR (the “Land Use Application”) seeking a land use plan amendment with respect to the Development Property (the “Land Use Amendment”), Developer submitted to the County documents and instruments in connection with such Land Use Application, including, but not limited to, a traffic study (the “Traffic Study”) based on the proposed land use change requested under the Land Use Application; and

WHEREAS, Developer and the City have met to review the Land Use Application and Traffic Study; and

WHEREAS, the City seeks to further review and analyze any potential traffic impacts that the development of the Project may cause on certain existing and future roadways and roadway segments that are within the jurisdiction of the City; and

WHEREAS, the Parties agree that any such potential traffic impacts will be reviewed and analyzed at the time of, and in connection with, the County processes for the rezoning and site plan approval of the Development Property (collectively, the “Rezoning and Site Plan Approvals”); and

WHEREAS, the City has requested, and Developer has agreed, to cooperate with the City with respect to such future review and analysis of any such potential traffic impacts at the time of, and in connection with, the Rezoning and Site Plan Approvals for the Development Property, all upon the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the Parties’ obligations in connection with such cooperation and in connection with the efforts by Developer to obtain the Rezoning and Site Plan Approvals.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions

contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.

2. **Obligations of the Parties.** Each Party hereby covenants and agrees with the other as follows:

a. Prior to Developer applying for any building permits for any residential units in the Project, the following roadway segment must be constructed and open to the public: S.W. Discovery Way, at a minimum as two (2) lane roadways, and each connected to Range Line Road.

b. Developer shall provide all applications, together with any supporting narratives or documentation accompanying such applications, for the Rezoning and Site Plan Approvals to the City within three (3) business days of any such submittals to the County.

c. Developer shall provide all applications, together with any supporting narratives or documentation accompanying such applications, for any amendments to the Land Use Amendment and/or Rezoning and Site Plan Approvals (i.e., comp plans, rezonings, site plans) to the City within three (3) business days of any such submittals to the County.

d. Prior to any traffic studies being submitted to the County during the Rezoning and Site Plan Approvals processes, Developer shall meet with City Staff and the City's traffic consultant to reach agreement regarding the methodology used in such studies following the St. Lucie Transportation Planning Organization *STANDARDIZED TRANSPORTATION IMPACT STUDIES (TIS) METHODOLOGY PROCEDURES*. The Parties will meet and confer regarding the subject matter within ten (10) business days of a written request by either Party.

e. Any traffic studies for the Project submitted by Developer to the County during the Rezoning and Site Plan Approvals processes shall be provided by Developer to the City within three (3) business days of any such submittals to the County.

f. Developer agrees to negotiate in good faith with the City regarding mitigation requests made by the City associated with identified impacts of the Rezoning and Site Plan Approvals processes prior to seeking St. Lucie County Board of County Commissioners ("BOCC") approval. Developer will use good faith and reasonable efforts to negotiate a developer agreement addressing impacts to roadways and intersections¹ within the City caused by the Project prior to BOCC meetings on the Rezoning and Site Plan Approvals. The Parties will meet and confer regarding the subject matter within ten (10) business days of a written request by either Party. Such developer agreement(s) must be recorded in the public records of St. Lucie County, Florida at the expense of the Developer.

¹ Mitigation of impacts may also include, but is not limited to, improvements to state or county roadways and intersections not located within the City.

g. In the event variation of home types within the Project are changed from what is included in the June 2024 Future Land Use Traffic Impact Analysis for the Project, Developer shall provide the City with an updated traffic impact analysis to identify the impacts such conversion(s) may have on transportation facilities within the City. In the event such a conversion request(s) is proposed by Developer, the terms and conditions contained in subsections (a) – (f), inclusive of this Section, shall also apply and be binding upon Developer in connection with any such request.

3. Authority and Duration. This Agreement is made and granted pursuant to the municipal powers of the City and is effective from the Effective Date, as defined below in Section 12 below, through the issuance of the final residential unit certificate of occupancy in the Project.

4. Amendment to Project Approvals; Non-Waiver. Notwithstanding anything contrary in this Agreement: (i) Developer acknowledges and agrees that the City does not waive any rights of the City to object, challenge or seek additional mitigation, in the event that there are any amendments or changes to the Land Use Amendment in the future; and (ii) Developer acknowledges and agrees that the City does not waive any rights of the City to object, challenge or seek additional mitigation for other approvals that are submitted to the County for the Project (including but not limited to, rezonings, site plans, plats, or the Rezoning and Site Plan Approvals).

5. Remedies. If either Party fails to carry out any of its covenants or obligations contained herein, the other Party shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief.

6. Binding Obligation; Successors and Assigns. The terms and conditions of this Agreement are hereby made binding on, and shall inure to the benefit of, the successors and assigns of the Parties hereto, including, without limitation, any successor-in-interest of Developer as the fee/owner and/or developer of the Development Property.

7. Non-Recordation. The Parties hereto agree that neither this Agreement nor any notice or memorandum thereof shall be recorded in the public records of the County.

8. Applicable Law; Jurisdiction of Venue. This Agreement, and the rights and obligations of the Parties hereto as they may appear herein, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Lucie, Florida. THE PARTIES EACH WAIVE ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT OR LEGAL ACTION WHICH MAY BE COMMENCED BY OR AGAINST THE OTHERS CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT OF, OR PERFORMANCE UNDER, THIS AGREEMENT. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms, and restrictions that must be satisfied to complete the development

contemplated by this Agreement shall not relieve any Party, or its successors and assigns, of the obligation to comply with the law governing such permit requirements, conditions, terms, and restrictions.

9. Joint Preparation. Preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

10. Captions or Section Headings. Captions and section headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend, or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

11. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

12. Effective Date. This Agreement shall become effective upon execution by the City and Developer (the "Effective Date"). Notwithstanding anything to the contrary within the Agreement, the obligations under this Agreement are contingent upon the Land Use Amendment sought by Developer pursuant to the Land Use Application becoming effective in accordance with Chapter 163, Florida Statutes, and all appeal periods having expired with respect thereto (the "Final Land Use Amendment Approval"). In the event that the County is unwilling or unable to grant the Final Land Use Amendment Approval for any reason (or for no reason) whatsoever, then this Agreement shall automatically terminate without the further action or requirement of either Party.

13. Amendment. This Agreement may only be amended by mutual written consent of the Parties, or their successors and assigns.

14. Further Assurances. Each of the Parties hereto agrees, to the extent permitted by law, to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, and assurances as shall be reasonably requested by the other Party in order to carry out the intent of this Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

15. Notices. Any notices, reports or deliveries required by this Agreement shall be sent to the Parties as hereinafter provided by hand delivery; by a nationally recognized overnight courier service; or by electronic transmission. Any such notice, report or delivery shall be deemed given upon the earlier of receipt by the addressees if hand delivered (or attempted delivery if refused by the intended recipient thereof), on the next business day after deposit with a recognized overnight courier service, or on the day given if successfully sent by email transmission so long as the email is sent before 5:00 p.m., otherwise the notice, report or delivery shall be deemed given on the next business day.

For the City:

City of Port St. Lucie
Attention: Planning and Zoning Director
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Email: mdunham@cityofpsl.com

With copy to:

City of Port St. Lucie
Attention: City Attorney
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Email: ehertz@cityofpsl.com

City of Port St. Lucie
Attention: City Manager
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Email: tsarno@cityofpsl.com

For Developer:

Email: clzichy@indepaset.com

The place to which any Party is entitled to receive any notice may be changed by such Party by giving notice thereof in accordance with the foregoing provisions.

16. Miscellaneous Provisions.

a. This Agreement is made for the sole benefit and protection of the Parties (and their successors and assigns) and no other persons shall have any right of action under this Agreement.

b. All covenants, agreements, representation, and warranties made herein shall be deemed to be material and relied on by each Party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date.

CITY:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: _____
Shannon M. Martin, Mayor

DEVELOPER:

OMBU RANCH RANGE LINE, LLC

By: OMBU Ranch Range Line, LLC

By:  _____
Name: Claudio Zichy

Exhibit "A"

Legal Description of Development Property

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12, THENCE RUN N 89° 0' 40" W, A DISTANCE OF 693 .07 FEET; THENCE RUN N 81° 38' 10"W, A DISTANCE OF 1248.43 FEET; THENCE RUN N 81° 38' 10" W, WITH AND ALONG THE CENTERLINE OF HERMAN CANAL, A DISTANCE OF 413.05 FEET; THENCE RUN S 87° 30' 54" W, WITH AND ALONG THE CENTERLINE OF HERMAN CANAL, A DISTANCE OF 638.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 87° 30' 54" W A DISTANCE OF 2339.09 FEET; THENCE RUN N 00° 00'10" E, A DISTANCE OF 676.01 FEET; THENCE RUN N 87° 30' 54"E, A DISTANCE OF 2221.50 FEET; THENCE RUN N 86° 52' 33" E, A DISTANCE OF 105.41 FEET; THENCE RUN S 01° 02' 02" E, A DISTANCE OF 676.77 FEET, TO THE POINT OF BEGINNING (36.2030 ACRES). (PARCEL ID# 4212-331-0001-000-7)

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12, THENCE RUN N 89° 01'40" W, A DISTANCE OF 693 .07 FEET; THENCE RUN N 81° 38' 10"W, A DISTANCE OF 1593.10 FEET TO THE POINT OF BEGINNING. THENCE RUN N 81° 38' 10" W, WITH AND ALONG THE CENTERLINE OF HERMAN CANAL, A DISTANCE OF 68.38 FEET; THENCE RUN S 87° 30' 54" W, WITH AND ALONG THE CENTERLINE OF HERMAN CANAL, A DISTANCE OF 638.79 FEET; THENCE RUN N 01° 02' 02" W, A DISTANCE OF 676.77 FEET; THENCE RUN N 86° 52' 33" E, A DISTANCE OF 527.06 FEET; THENCE RUN S 15° 35'59" E, A DISTANCE OF 713.88 FEET, TO THE POINT OF BEGINNING. (9.6075 ACRES) (PARCEL ID# 4212-341-0002-000-5)

PARCEL 3:

THE FOLLOWING PARCEL OF LAND DESCRIBED AS FOLLOWS:
A PARCEL FORTY (40) FEET WIDE SOUTH OF THE CENTER OF THE CANAL KNOWN AS THE HERMAN CANAL, BEGINNING ON A LINE WHERE THE HERMAN CANAL INTERSECTS WITH THE EAST SECTION LINE OF SECTIONS 11 AND 14 AND THE WEST SECTION LINE OF SECTIONS 12 AND 13, TOWNSHIP 37 SOUTH, RANGE 38 EAST, MEANDERING EASTERLY PARALLEL TO THE CENTERLINE OF THE HERMAN CANAL TO THE LINE WHERE THE HERMAN CANAL INTERSECTS WITH THE RANGE LINE ROAD RIGHT OF WAY ON THE EAST LINE OF SECTIONS 12 AND 13, TOWNSHIP 37 SOUTH, RANGE 38 EAST.
(PARCEL ID# 4212-333-0025-000-7)

PARCEL 4:

THE FOLLOWING PARCEL OF LAND, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S 00°00' 32" W, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 5.85 FEET, TO A LINE 40.00 FEET SOUTH OF THE CENTERLINE OF THE "HERMAN CANAL" AS MEASURED AT RIGHT ANGLES THERETO, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN N 87° 30' 54" E, PARALLEL WITH THE CENTERLINE OF SAID CANAL, A DISTANCE OF 2340.00 FEET, THENCE RUN S 00° 00' 32" W, PARALLEL WITH THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 1617.96 FEET; THENCE RUN S 89° 35' 30" W, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 2337.84 FEET; THENCE RUN N 00° 00' 32" E, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 1533.17 FEET, TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 12 AND 13, TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA AND CONTAINING 84.5574 ACRES, MORE OR LESS. (PARCEL ID# 4212-333-0026-000-4)

PARCEL 5:

THE FOLLOWING PARCEL OF LAND, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST COMER OF SECTION 13, TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S 00°00'32" W, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 5.85 FEET, TO A LINE 40.00 FEET SOUTH OF THE CENTERLINE OF THE "HERMAN CANAL" AS MEASURED AT RIGHT ANGLES THERETO; THENCE RUN N 87° 30' 54" E, PARALLEL WITH THE CENTERLINE OF SAID CANAL, A DISTANCE OF 2340.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 87° 30' 54" E, A DISTANCE OF 635.82 FEET; THENCE RUN S 81° 38' 10" E, PARALLEL WITH THE CENTERLINE OF SAID CANAL, A DISTANCE OF 2252.69 FEET; THENCE RUN N 85° 25' 46" E, PARALLEL WITH THE CENTERLINE OF SAID CANAL, A DISTANCE OF 35.27 FEET, TO THE WEST RIGHT-OF-WAY LINE OF RANGE LINE ROAD (S.R. 609) AND BEING 75 FEET WEST OF THE EAST LINE OF SAID SECTION 13, AS MEASURED AT RIGHT ANGLES THERETO; THENCE RUN S 00° 01' 30" E, ALONG THE SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1300.00 FEET; THENCE RUN S 89° 35' 30" W, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 2900.00 FEET; THENCE RUN N 00° 00' 32" E, PARALLEL WITH THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 1617.96 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTIONS 12 AND 13, TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA AND CONTAINING 99.9957 ACRES, MORE OR LESS (PARCEL ID# 4212-334-0001-000-6)

TOTAL ACREAGE FOR ALL PARCELS COMBINED IS 10,244,945 SQUARE FEET OR 235.14 ACRES MORE OR LESS.