



City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: GREGORY J. ORAVEC, CITY MANAGER

THROUGH: DANIEL HOLBROOK, DIRECTOR OF PLANNING & ZONING *DH*

FROM: BRIDGET KEAN, PRINCIPAL PLANNER *BK*

RE: P12-102 – FLORIDA POWER AND LIGHT TREASURE SUBSTATION
GLADES CUT-OFF ROAD ANNEXATION

DATE: OCTOBER 1, 2012

The second reading (adoption hearing) for the above referenced project is scheduled for October 8, 2012 City Council meeting. The Planning and Zoning Department is requesting the annexation agreement be added to the Consent Agenda for the October 8th meeting.

The Annexation Agreement has been revised since it was approved by the City Attorney's Office on September 18th. Additional language has been added to address the roadway alignment for a proposed road shown on the City's Northwest Annexation Area Right-Of-Way Protection Map (Map TRN-13 of the Comprehensive Plan).

cc: Pam Booker, Senior Assistant City Attorney
Karen Phillips, City Clerk
Roxanne Chesser, Engineering Department

RECEIVED

OCT 02 2012

City Manager's Office

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2
3 **ANNEXATION AGREEMENT**
4
5

6 **THIS ANNEXATION AGREEMENT** (“Agreement”) is made and entered into this _____ day of
7 _____, 2012 by and among Florida Power ~~and~~ & Light Company, a Florida Corporation,
8 (“FPL”); and the City of Port St. Lucie, a Florida municipal corporation (“City”), (collectively “Parties.”)
9

10 **WHEREAS**, the City is a Florida municipal corporation located within St. Lucie County, Florida; and
11

12 **WHEREAS**, FPL is the contract purchaser of approximately 50 acres of real property in unincorporated St.
13 Lucie County, Florida (“Annexation Property” or “Property”) which is more particularly described in the
14 attached **Exhibits “A” and “B”** and which shall be annexed into the City as a condition of this Agreement
15 and shall be subject to the terms of this Agreement with the City; and
16

17 **WHEREAS**, FPL seeks to obtain for the Annexation Property the benefits and privileges of inclusion within
18 the boundaries of the City which include the designation of the Annexation Property on the City’s Future
19 Land Use Map, assignment of zoning categories to allow the most appropriate development use of the
20 Annexation Property and the provision of all services, facilities, and utilities as are available to all property
21 owners in the City; and
22

23 **WHEREAS**, the Annexation Property as shown on **Exhibit “C”** is contiguous to the boundaries of the City
24 and otherwise satisfies all requirements for voluntary annexation as set forth in Chapter 171, Florida Statutes;
25 and
26

27 **WHEREAS**, the Future Land Use designation on the St. Lucie County Future Land Use Map for the
28 Annexation Property is AG 2.5 (Agriculture / .4 du/ac); and
29

30 **WHEREAS**, the City has found and determined that the City’s interest shall be best served by annexing the
31 Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed
32 development of the Annexation Property is in accordance with the City’s Comprehensive Plan and land
33 development regulations; and

1
2 **WHEREAS**, FPL desires to confirm the status of the Annexation Property should it be incorporated into
3 the municipal boundaries of the City; and
4

5 **WHEREAS**, the City is entering into this Agreement pursuant to the authority of the Florida Constitution
6 (including Article VIII, Section 2(b) and (c) thereof), the general powers conferred upon municipalities by
7 statute and otherwise (including Chapter 166, Florida Statutes), and the City's charter; and
8

9 **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other
10 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and
11 FPL agree as follows:
12

13 **1. Recitals.**
14

15 The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits
16 to this Agreement are hereby deemed a part hereof.
17

18 **2. Owners.**
19

20 FPL is the contract purchaser of the property described in the attached **Exhibits "A" and "B"** and warrants
21 to the City that it has the lawful authority to submit a petition for voluntary annexation into the City.
22

23 **3. Annexation.**
24

25 (a) Petition.
26

27 On July 31, 2012, FPL filed a petition for voluntary annexation in accordance with Section
28 171.044, Florida Statutes, requesting that the City annex into the municipal boundaries of the
29 City the property described in the attached **Exhibits "A" and "B"**. It is the desire of FPL
30 that the annexation be accomplished as rapidly as possible. In that regard, the Parties agree
31 that the annexation ordinance shall be properly noticed in accordance with Section
32 171.044(2), Florida Statutes, and scheduled for second reading on October 8, 2012.
33

1 (b) Development Plans for Annexation Property:
2

3 FPL intends to develop the Annexation Property in accordance with the following
4 development plan ("Development Plan"):
5

6 (i) FPL intends to obtain approval from the City for a two (2)-lot subdivision of the
7 Annexation Property.
8

9 (ii) FPL intends to construct a regional utility substation on 10 acres of the Annexation
10 Property, with the remaining 40 acres (mol) of the Annexation Property, retaining its
11 present agricultural use. Future uses on this remainder area will be addressed at a
12 later time in accord with applicable City codes and regulations.
13

14 (c) The City acknowledges and agrees that pursuant to Section 171.062, Florida Statutes, the
15 existing St. Lucie County Future Land Use Map designations and zoning classifications shall
16 govern the development of the Annexation Property until the City adopts a Comprehensive
17 Plan amendment and a zoning designation regulating said lands.
18

19 (d) Payment of Public Facilities Fee.
20

21 In the event that FPL, or any successor in interest to all or part of the Annexation Property,
22 elects to undertake residential development on any part of the Annexation Property, FPL,
23 or any successor in interest to all or part of the Annexation Property on which the
24 residential development is to take place, agrees to pay the City the aggregate amount of One
25 Thousand, Two Hundred Dollars (\$1,200) per residential dwelling unit approved pursuant to
26 the development plan for that Property, as consideration to ensure that adequate public
27 facilities (excluding water, wastewater and irrigation) exist to serve the Property and to
28 provide concurrency for development pursuant to the proposed land use.
29

30 Excepting the initial two (2) lot subdivision of the Annexation Property, as any plat
31 resubdividing the Annexation Property is presented to the City for final action that would
32 further divide the property into developable lots or parcels for residential purposes, FPL or
33 any successor in interest to all or part of the Annexation Property, shall pay to the City the

1 amount due for such platted/re-platted area in accordance with the following calculation
2 prior to the recordation of such plat in the Public Records of St. Lucie County.

- 3
4 (i) Individual platted lots: multiply the number of residential lots depicted on such plat
5 by \$1,200.
6 (ii) Multi-family tracts: multiply the number of projected residential units to be located
7 on the tract or parcel created by the plat by \$1,200.
8

9 At FPL's, or any successor in interest to all or part of the Annexation Property, option, these
10 payments may be accelerated, as applicable to the individual properties owned by FPL, their
11 successors or assigns.
12

13 **4. Development of the Annexation Property.**

14
15 (a) Subdivision of Property

16
17 The Parties acknowledge that the Annexation Property is intended to be subdivided in
18 accord with the regulations of the City of Port St. Lucie Zoning Code.
19

20 (b) Wetlands:

21
22 The City acknowledges and agrees that the rules and regulations of the Florida Department
23 of Environmental Protection; South Florida Water Management District and the Army
24 Corps of Engineers, as applicable, shall govern all wetland jurisdictional determinations and
25 any related wetlands mitigation and that any wetland permit issued by the Florida
26 Department of Environmental Protection, South Florida Water Management District and
27 the Army Corps of Engineers for any portion of the Annexation Property shall satisfy all
28 City wetland permitting requirements for the portion of the Annexation Property subject to
29 such permit.
30

31 (c) Permitting and Permit Review:

32
33 As provided herein, the Parties recognize and agree that certain provisions of this

1 Agreement shall require the City and/or its boards, departments or agencies, acting in their
2 governmental capacity, to consider certain changes in the City's Comprehensive Plan, zoning
3 ordinances or other applicable City codes, plans or regulations. All such considerations and
4 actions shall be undertaken in accordance with established requirements of state statutes and
5 City ordinances, including notice and hearing requirements. Nothing in this Agreement is
6 intended to limit or restrict the powers and responsibilities of the City in acting on
7 applications for Comprehensive Plan changes and applications for other development
8 approvals. The Parties further recognize and agree that these proceedings shall be
9 conducted openly, fully, freely and fairly in accordance with law and with both procedural
10 and substantive due process to be accorded the applicant and any member of the public.
11 Nothing contained in this Agreement shall entitle FPL, its successors or assigns, to compel
12 the City to take any actions, save, and except to timely and fair process such applications.

13
14 (d) Access to site:

15
16 City and FPL agree the City will grant to FPL an access easement, or equivalent access
17 authorization, along the City's Glades Cut-Off Road Wastewater Treatment Facility access
18 road to provide for primary access to Lot 1 of the proposed two (2)-lot subdivision to the
19 Annexation Property. Access to Lot 2 of the proposed two (2)-lot subdivision shall be
20 integrated either into the adjoining Lufts Grove PUD site or onto Glades Cut-Off Road
21 opposite the existing west entry road into The PGA/Reserve (Reserve Boulevard). Both
22 parties acknowledge that access connections onto Glades Cut-Off Road (a County
23 maintained roadway) may require permitting through St. Lucie County.

24
25 (e) Future Road Right of Way - E/W 6:

26
27 The Parties recognize and agree that as part of any subsequent Comprehensive Plan
28 Amendment(s) for the area described as Lot 2 of the proposed two (2)-lot subdivision for
29 the Annexation Property, full consideration shall be given to the realignment of the
30 proposed E/W 6 roadway as depicted on map TRN-13 of the City of Port St. Lucie
31 Comprehensive Plan.

32
33 7. Stormwater.

1
2 (a) The Parties agree that all construction activities shall be in accordance with the Florida
3 Department of Environmental Protection and South Florida Water Management District
4 regulations and standards, as applicable. Site-specific flood elevations shall be determined
5 using the design criteria as established by the City through accepted flood routing practices.
6

7 (c) City agrees that, notwithstanding any regulations to the contrary, no portion of the
8 Annexation Property shall be assessed for any City mandated stormwater utility assessment
9 until that portion of the annexation Property has been:

- 10 (i) replatted for urban development; and,
11 (ii) no longer used for agriculture or agricultural related purposes.
12

13 **8. Utilities.**

14
15 (a) The City desires to provide municipal utility services to the Annexation Property, including
16 water, wastewater, and reclaimed irrigation quality water. The City represents that the City
17 has sufficient existing plant capacity to provide same to the Property, or shall plan for adding
18 the necessary new capacity to address the demands of the Annexation Property through an
19 amendment of the City's existing consumptive use permit as issued by the South Florida
20 Water Management District. FPL acknowledge that they shall be required to enter into a
21 specific utility service agreement with the City before the City can consider granting any
22 Final Development Order approvals for any development activities on the Property that
23 require water, wastewater or reclaimed irrigation water services. Said agreements shall
24 include, but not be limited to, a utility service agreement that provides for FPL's reservation
25 of line and plant capacities.
26

27 **9. Future Land Use.**

28
29 (a) Concurrent with the submission of this Agreement, the City acknowledges that an
30 application requesting an amendment to the City's Comprehensive Plan and Future Land
31 Use Map to designate a portion of the Annexation Property to a compatible future land use
32 will be submitted by FPL to the City for that portion of the Annexation Property to be
33 referred to as Lot 1. The City agrees to review and consider the adoption of the requested

1 Comprehensive Plan amendment as required by Chapter 163, Florida Statutes. The City
2 further agrees to complete its review and consideration of the Comprehensive Plan
3 amendment and to otherwise proceed as required by Chapter 163, Florida Statutes, and to
4 consider the rezoning of a portion of any of the Annexation Property consistent with its
5 Comprehensive Plan designation as required by Chapter 163, Florida Statutes, in accordance
6 with City policies. Nothing in this Agreement is intended to either limit or restrict the
7 powers and responsibilities of the City in acting on applications for Comprehensive Plan
8 changes and applications for other development, nor affect the rights of FPL at law or
9 equity.

10
11 (b) Within twelve (12) months of the completion of the annexation into the City of the
12 property described in the attached Exhibits A and B, FPL, their successors or assigns, agree
13 that an application requesting an amendment to the City's Comprehensive Plan and Future
14 Land Use Map designating to the remainder portion of the Annexation Property into a
15 compatible City Future Land Use classification will be submitted to the City by FPL, their
16 successors or assigns. The City agrees to review and consider the adoption of the requested
17 Comprehensive Plan amendment as required by Chapter 163, Florida Statutes. The City
18 further agrees to complete its review and consideration of the Comprehensive Plan
19 amendment and to otherwise proceed as required by Chapter 163, Florida Statutes, and to
20 consider the rezoning of a portion of any of the Annexation Property consistent with its
21 Comprehensive Plan designation as required by Chapter 163, Florida Statutes, in accordance
22 with City policies. Nothing in this Agreement is intended to either limit or restrict the
23 powers and responsibilities of the City in acting on applications for Comprehensive Plan
24 changes and applications for other development, nor affect the rights of FPL at law or
25 equity.

26
27 **10. Assistance by City.**

28
29 The City hereby agrees to support a continued greenbelt exemption for ad valorem tax purposes for
30 any portion of the Annexation Property used for agricultural purposes prior to platting. Moreover,
31 nothing contained herein shall prohibit or preclude the use of the Annexation Property or any
32 portion thereof for agriculture or agriculture related purposes.
33

1 **11. Impact Fee Credits.**

2
3 (a) If County regulated impact fees are imposed on the development property, the City agrees
4 not to object to FPL's request for any impact fee credits that may be available to FPL, their
5 successors or assigns, as may be provided for under the County Impact Fee Ordinances in
6 effect at the time of application.

7
8 (b) The City agrees that it may provide credit to FPL against impact fees imposed by the City
9 for the value of public improvements constructed by or paid for by FPL for improvements
10 or facilities in excess of what is required by development of the Property.

11
12 **12. Default/Enforcement.**

13
14 Any material breach of any of the terms and conditions under this Agreement by any FPL, including
15 their successor or assigns, which is not cured within thirty (30) days after written notice from the
16 City (provided as to non-monetary breaches which cannot reasonably be cured within the thirty (30)
17 day period such period shall be extended if the cure is commenced within such thirty (30) days and
18 the defaulting party is proceeding with due diligence for such period of time reasonably required to
19 complete such cure) shall entitle the City to seek any remedy available at law or in equity including
20 injunctive and/or mandamus relief and shall result in no further reviews or approvals of any
21 development applications, nor issuance of any building permits.

22
23 **13. Time of the Essence.**

24
25 The Parties covenant that time is of the essence. Each party shall immediately commence all actions
26 necessary to fulfill their respective obligations under this Agreement.

27
28 **14. Covenants Running with the Land and Successors and Assigns.**

29
30 The obligations imposed and entitlements created pursuant to this Agreement shall run with and
31 bind the Annexation Property, as covenants running with the land and this Agreement shall be
32 binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs,
33 successors, grantees, and assigns.

1
2 **15. Attorneys' Fees; Waiver of Trial by Jury.**
3

4 Should any party to this Agreement bring an action against any other party to enforce any provision
5 of this Agreement, the prevailing party in said action shall be entitled to recover its reasonable
6 attorneys' fees and court costs in all trial and appellate proceedings. Further, in the event of any
7 litigation relating to this Agreement, each party hereby waives any right to a trial by jury as to any
8 issues raised in such litigation.
9

10 **16. Notices.**
11

12 Every notice, demand, consent, approval or other document or instrument required or permitted to
13 be given to any party to this Agreement shall be in writing and shall be delivered in person or sent by
14 registered or certified mail, postage prepaid, return receipt requested, to the following address (or
15 such other address as any party may designate from time to time in writing).
16

17 Add Contacts for the parties
18

19 For the City City Manager
20 121 S.W. Port St. Lucie Boulevard
21 Port St. Lucie, Florida 34984
22

23 With a copy to City Attorney
24 121 S.W. Port St. Lucie Boulevard
25 Port St. Lucie, Florida 34984
26

27 For the Developers Greg A. Hall, Manager
28 Property Development & Siting
29 Florida Power and & Light Comapny.
30 700 Universe Boulevard, Dept TS-4/JW
31 Juno Beach, Florida 33408
32 Phone: 561-904-3675
33

1 With a copy to Patricia Lakhia, Senior Attorney
2 Florida Power and & Light Company.
3 700 Universe Boulevard, Dept Law/JB
4 Juno Beach, Florida 33408
5 Phone: 561-304-5261
6

7 This foregoing is not intended to require that notice of the approval or denial of development
8 permits be given as provided for in this provision.
9

10 **17. Recording.**
11

12 This agreement shall be recorded, by FPL, with the Clerk of the Circuit Court for St. Lucie County
13 within fourteen (14) days after all Parties have executed the Agreement. FPL shall be responsible for
14 the recording costs of this Agreement.
15

16 **18. Effective Date.**
17

18 This Agreement shall become effective upon the approval by the City.
19

20 **19. Miscellaneous.**
21

22 (a) Terms and Words.
23

24 All terms and words used in this Agreement regardless of the number and gender in which
25 used, shall be deemed to include any other gender or number as the context or the use
26 thereof may require.
27

28 (b) Severability.
29

30 If any provisions of this Agreement are held to be invalid, void, or unenforceable, the
31 remaining provisions of this Agreement shall not be affected or impaired and each remaining
32 provision shall remain in full force and effect. In the event that any term or provision of this
33 Agreement is determined by appropriate judicial authorities to be illegal void or otherwise

1 invalid, said provision shall be given its nearest legal meaning or be construed as deleted as
2 such authority determines and the remainder of this Agreement shall be construed to be in
3 full force and effect.

4
5 (c) Headings.

6
7 Captions and paragraph headings contained in this Agreement are for convenience and
8 reference only and in no way define, describe, extend or limit the scope or intent of this
9 Agreement, nor the intent of any provision hereof.

10
11 (d) Counterparts.

12
13 This Agreement may be executed in any number of identical counterparts. If so executed,
14 each of such counterparts is to be deemed an original for all purposes and all such
15 counterparts shall, collectively, constitute one agreement, but, in making proof of this
16 Agreement, it shall not be necessary to produce or account for more of such counterparts
17 than are required to show that each party hereto executed at least one such counterpart.

18
19 (e) Governing Law.

20
21 This Agreement shall be construed and interpreted according to the laws of the State of
22 Florida and venue with respect to any litigation between the Parties related to this
23 Agreement shall be St. Lucie County, Florida.

24
25 **20. Permits, Conditions, Terms, or Restrictions.**

26
27 The failure of this Agreement to address a particular permit, condition, term, or restriction existing at
28 the time of execution of this Agreement shall not relieve Developers of the necessity of complying
29 with the law governing said permitting requirement, condition, term, or restriction.

30
31 **21. Amendments.**

32
33 This Agreement shall not be changed, modified, or amended except by an instrument in writing and

1 executed by the Parties, or their successors and assigns. Amendments to this Agreement shall be
2 recorded, by the Developer or Developers, with the Clerk of the Circuit Court for St. Lucie County
3 within fourteen (14) days after all Parties have executed the Agreement. Developer or Developers
4 shall be responsible for the recording costs of this agreement.
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13 [GO TO NEXT PAGE]
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first
2 above written.

3
4
5
6
7 CITY OF PORT ST. LUCIE, a
8 Florida Municipal Corporation
9

10
11 By: _____
12 JoAnn M. Faiella, Mayor
13

14 ATTEST:

15
16
17 _____
18 Karen Phillips, City Clerk
19

20
21 APPROVED AS TO FORM
22 AND CORRECTNESS:
23

24
25 _____
26 Roger G. Orr, City Attorney
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FLORIDA POWER ~~and~~ & LIGHT COMPANY
a Florida Corporation

WITNESSES:

Witness
Print Name: _____

By: _____
_____, _____

Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of FLORIDA POWER ~~and~~ & LIGHT COMPANY, a Florida Corporation. He is personally known to me or has produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

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EXHIBIT A

Parcel ID Number; Legal Description and Acreage of Property

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8
9 **PARCEL I.D. NUMBERS:**

10 3321-112-0000-000/9

11
12
13
14 **LEGAL DESCRIPTION:**

15 All that part of the Northeast one-quarter (NE 1/4) of Section 21, Township 36 South, Range
16 39 East St. Lucie County, Florida, lying West of the Florida East Coast Railway right-of-way,
17 LESS right-of-way deeded to St. Lucie County, as per Deed Book 243, Page 677, of the
18 Public Records of St. Lucie County, Florida.
19
20
21

22
23
24 **ACERAGE:**

25 49.324 acres
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EXHIBIT B

Boundary Survey of Annexation Property

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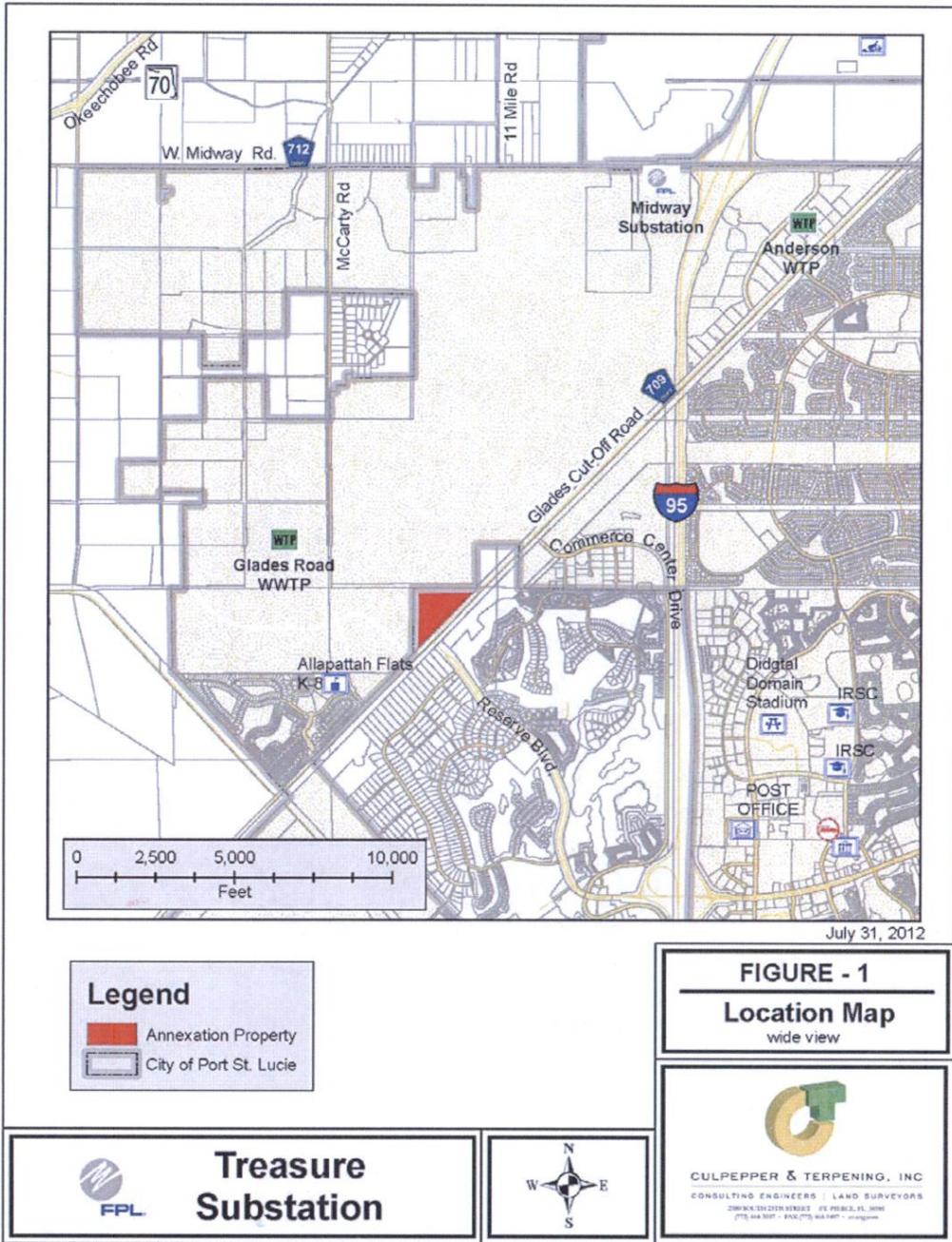
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EXHIBIT C

Location Map

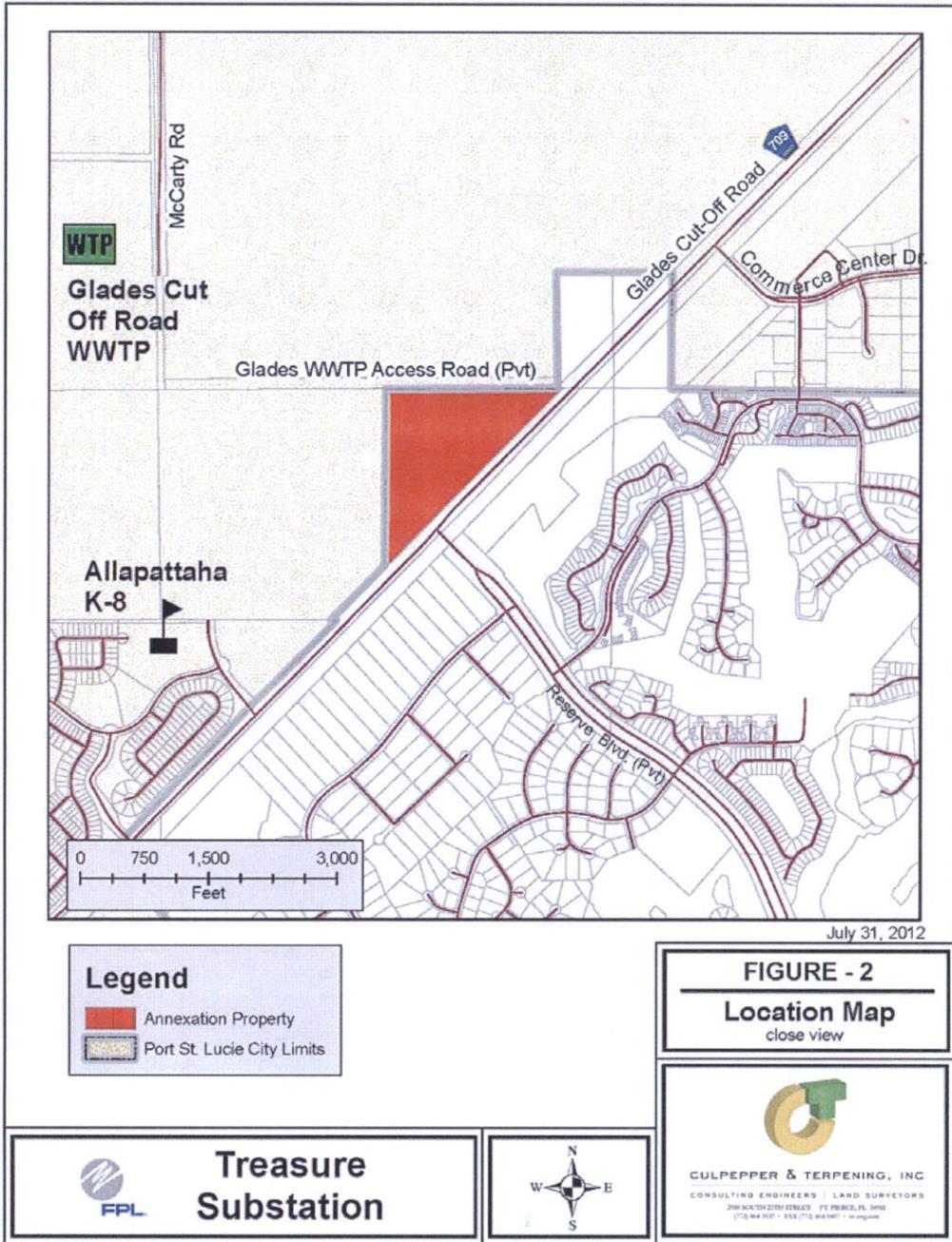
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July 31, 2012

Legend

-  Annexation Property
-  Port St. Lucie City Limits

FIGURE - 3

Site Aerial



**Treasure
Substation**

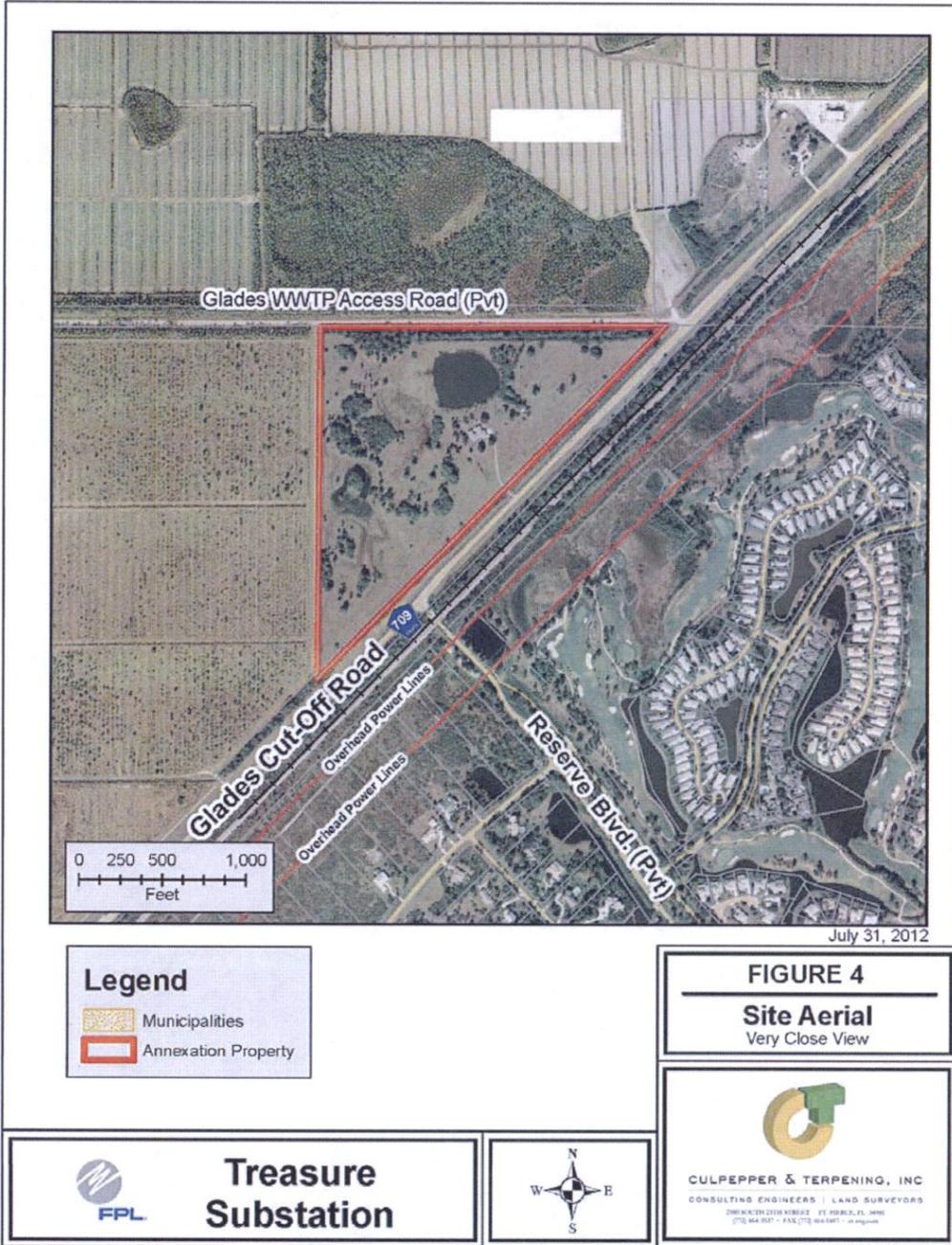


CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2900 W. US HIGHWAY 1 | PORT ST. LUCIE, FL 34953
(772) 884-1000 | FAX: (772) 884-1001 | www.culpepper.com

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END OF DOCUMENT



City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: CITY COUNCIL – MEETING OF SEPTEMBER 24, 2012

THROUGH: DANIEL HOLBROOK, DIRECTOR OF PLANNING AND ZONING *DH*

FROM: BRIDGET KEAN, PRINCIPAL PLANNER *BK*

RE: P12-102 – APPLICATION FOR VOLUNTARY ANNEXATION
FLORIDA POWER AND LIGHT TREASURE SUBSTATION
ANNEXATION AGREEMENT

DATE: OCTOBER 1, 2012

Florida Power and Light (FPL) is seeking voluntary annexation for a 49.32 acre parcel located along the west side of Glades Cut-Off Road just opposite the west end entry into PGA Village master planned community. The request is to annex the property and develop the northern portion of the property, approximately 10 acres, as an electrical substation. The remaining 40 acres will maintain St. Lucie County agricultural land use and zoning. The second reading (adoption hearing) for the above referenced project is scheduled for October 8, 2012 City Council meeting.

As a condition of annexation, FPL has entered into an annexation agreement with the City of Port St. Lucie. The Agreement contains the standard language the City has used for annexations west of Interstate 95. It addresses the development of the property, stormwater requirements, utilities, transportation improvements, and wetland permitting. The Agreement was negotiated and reviewed by City staff. It has been approved as to form and sufficiency by the City Attorney's Office. The Planning and Zoning Department recommends approval.

1
2
3 **ANNEXATION AGREEMENT**
4
5

6 THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of
7 _____, 2012 by and among Florida Power and Light Company, a Florida Corporation,
8 ("FPL"); and the City of Port St. Lucie, a Florida municipal corporation ("City"), (collectively "Parties.")
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10 **WHEREAS**, the City is a Florida municipal corporation located within St. Lucie County, Florida; and
11

12 **WHEREAS**, FPL is the contract purchaser of approximately 50 acres of real property in unincorporated St.
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23 **WHEREAS**, the Annexation Property as shown on **Exhibit "C"** is contiguous to the boundaries of the City
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25 and
26

27 **WHEREAS**, the Future Land Use designation on the St. Lucie County Future Land Use Map for the
28 Annexation Property is AG 2.5 (Agriculture / .4 du/ac); and
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31 Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed
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3 the municipal boundaries of the City; and
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6 (including Article VIII, Section 2(b) and (c) thereof), the general powers conferred upon municipalities by
7 statute and otherwise (including Chapter 166, Florida Statutes), and the City's charter; and
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9 **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other
10 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and
11 FPL agree as follows:
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13 **1. Recitals.**
14

15 The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits
16 to this Agreement are hereby deemed a part hereof.
17

18 **2. Owners.**
19

20 FPL is the contract purchaser of the property described in the attached **Exhibits "A" and "B"** and warrants
21 to the City that it has the lawful authority to submit a petition for voluntary annexation into the City.
22

23 **3. Annexation.**
24

25 (a) Petition.
26

27 On July 31, 2012, FPL filed a petition for voluntary annexation in accordance with Section
28 171.044, Florida Statutes, requesting that the City annex into the municipal boundaries of the
29 City the property described in the attached **Exhibits "A" and "B"**. It is the desire of FPL
30 that the annexation be accomplished as rapidly as possible. In that regard, the Parties agree
31 that the annexation ordinance shall be properly noticed in accordance with Section
32 171.044(2), Florida Statutes, and scheduled for second reading on October 8, 2012.
33

1 (b) Development Plans for Annexation Property:
2

3 FPL intends to develop the Annexation Property in accordance with the following
4 development plan ("Development Plan"):
5

6 (i) FPL intends to obtain approval from the City for a two (2)-lot subdivision of the
7 Annexation Property.
8

9 (ii) FPL intends to construct a regional utility substation on 10 acres of the Annexation
10 Property, with the remaining 40 acres (mol) of the Annexation Property, retaining its
11 present agricultural use. Future uses on this remainder area will be addressed at a
12 later time in accord with applicable City codes and regulations.
13

14 (c) The City acknowledges and agrees that pursuant to Section 171.062, Florida Statutes, the
15 existing St. Lucie County Future Land Use Map designations and zoning classifications shall
16 govern the development of the Annexation Property until the City adopts a Comprehensive
17 Plan amendment and a zoning designation regulating said lands.
18

19 (d) Payment of Public Facilities Fee.
20

21 In the event that FPL, or any successor in interest to all or part of the Annexation Property,
22 elects to undertake residential development on any part of the Annexation Property, FPL,
23 or any successor in interest to all or part of the Annexation Property on which the
24 residential development is to take place, agrees to pay the City the aggregate amount of One
25 Thousand, Two Hundred Dollars (\$1,200) per residential dwelling unit approved pursuant to
26 the development plan for that Property, as consideration to ensure that adequate public
27 facilities (excluding water, wastewater and irrigation) exist to serve the Property and to
28 provide concurrency for development pursuant to the proposed land use.
29

30 Excepting the initial two (2) lot subdivision of the Annexation Property, as any plat
31 resubdividing the Annexation Property is presented to the City for final action that would
32 further divide the property into developable lots or parcels for residential purposes, FPL or
33 any successor in interest to all or part of the Annexation Property, shall pay to the City the

1 amount due for such platted/re-platted area in accordance with the following calculation
2 prior to the recordation of such plat in the Public Records of St. Lucie County.

- 3
- 4 (i) Individual platted lots: multiply the number of residential lots depicted on such plat
5 by \$1,200.
- 6 (ii) Multi-family tracts: multiply the number of projected residential units to be located
7 on the tract or parcel created by the plat by \$1,200.
- 8

9 At FPL's, or any successor in interest to all or part of the Annexation Property, option, these
10 payments may be accelerated, as applicable to the individual properties owned by FPL, their
11 successors or assigns.

12

13 **4. Development of the Annexation Property.**

14

15 (a) Subdivision of Property

16

17 The Parties acknowledge that the Annexation Property is intended to be subdivided in
18 accord with the regulations of the City of Port St. Lucie Zoning Code.

19

20 (b) Wetlands:

21

22 The City acknowledges and agrees that the rules and regulations of the Florida Department
23 of Environmental Protection; South Florida Water Management District and the Army
24 Corps of Engineers, as applicable, shall govern all wetland jurisdictional determinations and
25 any related wetlands mitigation and that any wetland permit issued by the Florida
26 Department of Environmental Protection, South Florida Water Management District and
27 the Army Corps of Engineers for any portion of the Annexation Property shall satisfy all
28 City wetland permitting requirements for the portion of the Annexation Property subject to
29 such permit.

30

31 (c) Permitting and Permit Review:

32

33 As provided herein, the Parties recognize and agree that certain provisions of this

1 Agreement shall require the City and/or its boards, departments or agencies, acting in their
2 governmental capacity, to consider certain changes in the City's Comprehensive Plan, zoning
3 ordinances or other applicable City codes, plans or regulations. All such considerations and
4 actions shall be undertaken in accordance with established requirements of state statutes and
5 City ordinances, including notice and hearing requirements. Nothing in this Agreement is
6 intended to limit or restrict the powers and responsibilities of the City in acting on
7 applications for Comprehensive Plan changes and applications for other development
8 approvals. The Parties further recognize and agree that these proceedings shall be
9 conducted openly, fully, freely and fairly in accordance with law and with both procedural
10 and substantive due process to be accorded the applicant and any member of the public.
11 Nothing contained in this Agreement shall entitle FPL, its successors or assigns, to compel
12 the City to take any actions, save, and except to timely and fair process such applications.
13

14 (d) Access to site:

15
16 City and FPL agree the City will grant to FPL an access easement, or equivalent access
17 authorization, along the City's Glades Cut-Off Road Wastewater Treatment Facility access
18 road to provide for primary access to Lot 1 of the proposed two (2)-lot subdivision to the
19 Annexation Property. Access to Lot 2 of the proposed two (2)-lot subdivision shall be
20 integrated either into the adjoining Lufts Grove PUD site or onto Glades Cut-Off Road
21 opposite the existing west entry road into The PGA/Reserve (Reserve Boulevard). Both
22 parties acknowledge that access connections onto Glades Cut-Off Road (a County
23 maintained roadway) may require permitting through St. Lucie County.
24

25 (e) Future Road Right of Way - E/W 6:

26
27 The Parties recognize and agree that as part of any subsequent Comprehensive Plan
28 Amendment(s) for the area described as Lot 2 of the proposed two (2)-lot subdivision for
29 the Annexation Property, full consideration shall be given to the realignment of the
30 proposed E/W 6 roadway as depicted on map TRN-13 of the City of Port St. Lucie
31 Comprehensive Plan.
32
33

1 **7. Stormwater.**

2
3 (a) The Parties agree that all construction activities shall be in accordance with the Florida
4 Department of Environmental Protection and South Florida Water Management District
5 regulations and standards, as applicable. Site-specific flood elevations shall be determined
6 using the design criteria as established by the City through accepted flood routing practices.

7
8 (c) City agrees that, notwithstanding any regulations to the contrary, no portion of the
9 Annexation Property shall be assessed for any City mandated stormwater utility assessment
10 until that portion of the annexation Property has been:

- 11 (i) replatted for urban development; and,
12 (ii) no longer used for agriculture or agricultural related purposes.

13
14 **8. Utilities.**

15
16 (a) The City desires to provide municipal utility services to the Annexation Property, including
17 water, wastewater, and reclaimed irrigation quality water. The City represents that the City
18 has sufficient existing plant capacity to provide same to the Property, or shall plan for adding
19 the necessary new capacity to address the demands of the Annexation Property through an
20 amendment of the City's existing consumptive use permit as issued by the South Florida
21 Water Management District. FPL acknowledge that they shall be required to enter into a
22 specific utility service agreement with the City before the City can consider granting any
23 Final Development Order approvals for any development activities on the Property that
24 require water, wastewater or reclaimed irrigation water services. Said agreements shall
25 include, but not be limited to, a utility service agreement that provides for FPL's reservation
26 of line and plant capacities.

27
28 **9. Future Land Use.**

29
30 (a) Concurrent with the submission of this Agreement, the City acknowledges that an
31 application requesting an amendment to the City's Comprehensive Plan and Future Land
32 Use Map to designate a portion of the Annexation Property to a compatible future land use
33 will be submitted by FPL to the City for that portion of the Annexation Property to be

1 referred to as Lot 1. The City agrees to review and consider the adoption of the requested
2 Comprehensive Plan amendment as required by Chapter 163, Florida Statutes. The City
3 further agrees to complete its review and consideration of the Comprehensive Plan
4 amendment and to otherwise proceed as required by Chapter 163, Florida Statutes, and to
5 consider the rezoning of a portion of any of the Annexation Property consistent with its
6 Comprehensive Plan designation as required by Chapter 163, Florida Statutes, in accordance
7 with City policies. Nothing in this Agreement is intended to either limit or restrict the
8 powers and responsibilities of the City in acting on applications for Comprehensive Plan
9 changes and applications for other development, nor affect the rights of FPL at law or
10 equity.

11
12 (b) Within twelve (12) months of the completion of the annexation into the City of the
13 property described in the attached Exhibits A and B, FPL, their successors or assigns, agree
14 that an application requesting an amendment to the City's Comprehensive Plan and Future
15 Land Use Map designating to the remainder portion of the Annexation Property into a
16 compatible City Future Land Use classification will be submitted to the City by FPL, their
17 successors or assigns. The City agrees to review and consider the adoption of the requested
18 Comprehensive Plan amendment as required by Chapter 163, Florida Statutes. The City
19 further agrees to complete its review and consideration of the Comprehensive Plan
20 amendment and to otherwise proceed as required by Chapter 163, Florida Statutes, and to
21 consider the rezoning of a portion of any of the Annexation Property consistent with its
22 Comprehensive Plan designation as required by Chapter 163, Florida Statutes, in accordance
23 with City policies. Nothing in this Agreement is intended to either limit or restrict the
24 powers and responsibilities of the City in acting on applications for Comprehensive Plan
25 changes and applications for other development, nor affect the rights of FPL at law or
26 equity.

27
28 **10. Assistance by City.**

29
30 The City hereby agrees to support a continued greenbelt exemption for ad valorem tax purposes for
31 any portion of the Annexation Property used for agricultural purposes prior to platting. Moreover,
32 nothing contained herein shall prohibit or preclude the use of the Annexation Property or any
33 portion thereof for agriculture or agriculture related purposes.

1
2 **11. Impact Fee Credits.**
3

4 (a) If County regulated impact fees are imposed on the development property, the City agrees
5 not to object to FPL's request for any impact fee credits that may be available to FPL, their
6 successors or assigns, as may be provided for under the County Impact Fee Ordinances in
7 effect at the time of application.

8
9 (b) The City agrees that it may provide credit to FPL against impact fees imposed by the City
10 for the value of public improvements constructed by or paid for by FPL for improvements
11 or facilities in excess of what is required by development of the Property.
12

13 **12. Default/Enforcement.**
14

15 Any material breach of any of the terms and conditions under this Agreement by any FPL, including
16 their successor or assigns, which is not cured within thirty (30) days after written notice from the
17 City (provided as to non-monetary breaches which cannot reasonably be cured within the thirty (30)
18 day period such period shall be extended if the cure is commenced within such thirty (30) days and
19 the defaulting party is proceeding with due diligence for such period of time reasonably required to
20 complete such cure) shall entitle the City to seek any remedy available at law or in equity including
21 injunctive and/or mandamus relief and shall result in no further reviews or approvals of any
22 development applications, nor issuance of any building permits.
23

24 **13. Time of the Essence.**
25

26 The Parties covenant that time is of the essence. Each party shall immediately commence all actions
27 necessary to fulfill their respective obligations under this Agreement.
28

29 **14. Covenants Running with the Land and Successors and Assigns.**
30

31 The obligations imposed and entitlements created pursuant to this Agreement shall run with and
32 bind the Annexation Property, as covenants running with the land and this Agreement shall be
33 binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs,

1 successors, grantees, and assigns.
2

3 **15. Attorneys' Fees; Waiver of Trial by Jury.**
4

5 Should any party to this Agreement bring an action against any other party to enforce any provision
6 of this Agreement, the prevailing party in said action shall be entitled to recover its reasonable
7 attorneys' fees and court costs in all trial and appellate proceedings. Further, in the event of any
8 litigation relating to this Agreement, each party hereby waives any right to a trial by jury as to any
9 issues raised in such litigation.
10

11 **16. Notices.**
12

13 Every notice, demand, consent, approval or other document or instrument required or permitted to
14 be given to any party to this Agreement shall be in writing and shall be delivered in person or sent by
15 registered or certified mail, postage prepaid, return receipt requested, to the following address (or
16 such other address as any party may designate from time to time in writing).
17

18 Add Contacts for the parties
19

20 For the City City Manager
21 121 S.W. Port St. Lucie Boulevard
22 Port St. Lucie, Florida 34984
23

24 With a copy to City Attorney
25 121 S.W. Port St. Lucie Boulevard
26 Port St. Lucie, Florida 34984
27

28 For the Developers Greg A. Hall, Manager
29 Property Development & Siting
30 Florida Power and Light Company.
31 700 Universe Boulevard, Dept TS-4/JW
32 Juno Beach, Florida 33408
33 Phone: 561-904-3675

1
2 With a copy to Patricia Lakhia, Senior Attorney
3 Florida Power and Light Company.
4 700 Universe Boulevard, Dept Law/JB
5 Juno Beach, Florida 33408
6 Phone: 561-304-5261
7

8 This foregoing is not intended to require that notice of the approval or denial of development
9 permits be given as provided for in this provision.
10

11 **17. Recording.**
12

13 This agreement shall be recorded, by FPL, with the Clerk of the Circuit Court for St. Lucie County
14 within fourteen (14) days after all Parties have executed the Agreement. FPL shall be responsible for
15 the recording costs of this Agreement.
16

17 **18. Effective Date.**
18

19 This Agreement shall become effective upon the approval by the City.
20

21 **19. Miscellaneous.**
22

23 (a) Terms and Words.
24

25 All terms and words used in this Agreement regardless of the number and gender in which
26 used, shall be deemed to include any other gender or number as the context or the use
27 thereof may require.
28

29 (b) Severability.
30

31 If any provisions of this Agreement are held to be invalid, void, or unenforceable, the
32 remaining provisions of this Agreement shall not be affected or impaired and each remaining
33 provision shall remain in full force and effect. In the event that any term or provision of this

1 Agreement is determined by appropriate judicial authorities to be illegal void or otherwise
2 invalid, said provision shall be given its nearest legal meaning or be construed as deleted as
3 such authority determines and the remainder of this Agreement shall be construed to be in
4 full force and effect.

5
6 (c) Headings.

7
8 Captions and paragraph headings contained in this Agreement are for convenience and
9 reference only and in no way define, describe, extend or limit the scope or intent of this
10 Agreement, nor the intent of any provision hereof.

11
12 (d) Counterparts.

13
14 This Agreement may be executed in any number of identical counterparts. If so executed,
15 each of such counterparts is to be deemed an original for all purposes and all such
16 counterparts shall, collectively, constitute one agreement, but, in making proof of this
17 Agreement, it shall not be necessary to produce or account for more of such counterparts
18 than are required to show that each party hereto executed at least one such counterpart.

19
20 (e) Governing Law.

21
22 This Agreement shall be construed and interpreted according to the laws of the State of
23 Florida and venue with respect to any litigation between the Parties related to this
24 Agreement shall be St. Lucie County, Florida.

25
26 **20. Permits, Conditions, Terms, or Restrictions.**

27
28 The failure of this Agreement to address a particular permit, condition, term, or restriction existing at
29 the time of execution of this Agreement shall not relieve Developers of the necessity of complying
30 with the law governing said permitting requirement, condition, term, or restriction.

31
32 **21. Amendments.**

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This Agreement shall not be changed, modified, or amended except by an instrument in writing and executed by the Parties, or their successors and assigns. Amendments to this Agreement shall be recorded, by the Developer or Developers, with the Clerk of the Circuit Court for St. Lucie County within fourteen (14) days after all Parties have executed the Agreement. Developer or Developers shall be responsible for the recording costs of this agreement.

[GO TO NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF PORT ST. LUCIE, a
Florida Municipal Corporation**

By: _____
JoAnn M. Faiella, Mayor

ATTEST:

Karen Phillips, City Clerk

**APPROVED AS TO FORM
AND CORRECTNESS:**

Roger G. Orr, City Attorney

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FLORIDA POWER and LIGHT COMPANY
a Florida Corporation

WITNESSES:

Witness

Print Name: _____

By: _____

_____, _____

Witness

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of FLORIDA POWER and LIGHT COMPANY, a Florida Corporation. He is personally known to me or has produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

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EXHIBIT A

Parcel ID Number; Legal Description and Acreage of Property

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9 **PARCEL I.D. NUMBERS:**

10
11 3321-112-0000-000/9
12

13
14 **LEGAL DESCRIPTION:**
15

16
17 All that part of the Northeast one-quarter (NE 1/4) of Section 21, Township 36 South, Range
18 39 East St. Lucie County, Florida, lying West of the Florida East Coast Railway right-of-way,
19 LESS right-of-way deeded to St. Lucie County, as per Deed Book 243, Page 677, of the
20 Public Records of St. Lucie County, Florida.
21

22
23
24 **ACERAGE:**
25

26 49.324 acres
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EXHIBIT B

Boundary Survey of Annexation Property

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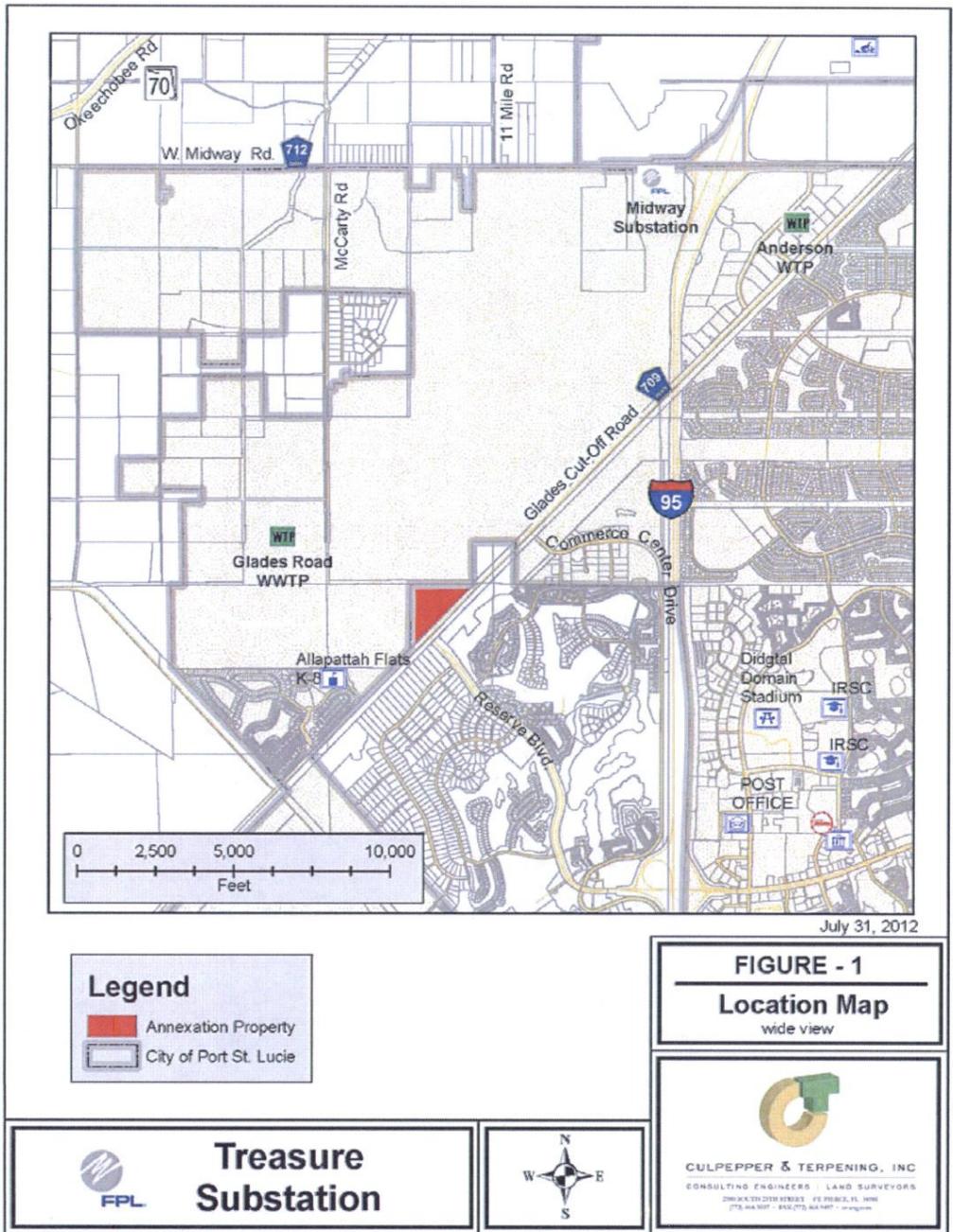
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EXHIBIT C

Location Map

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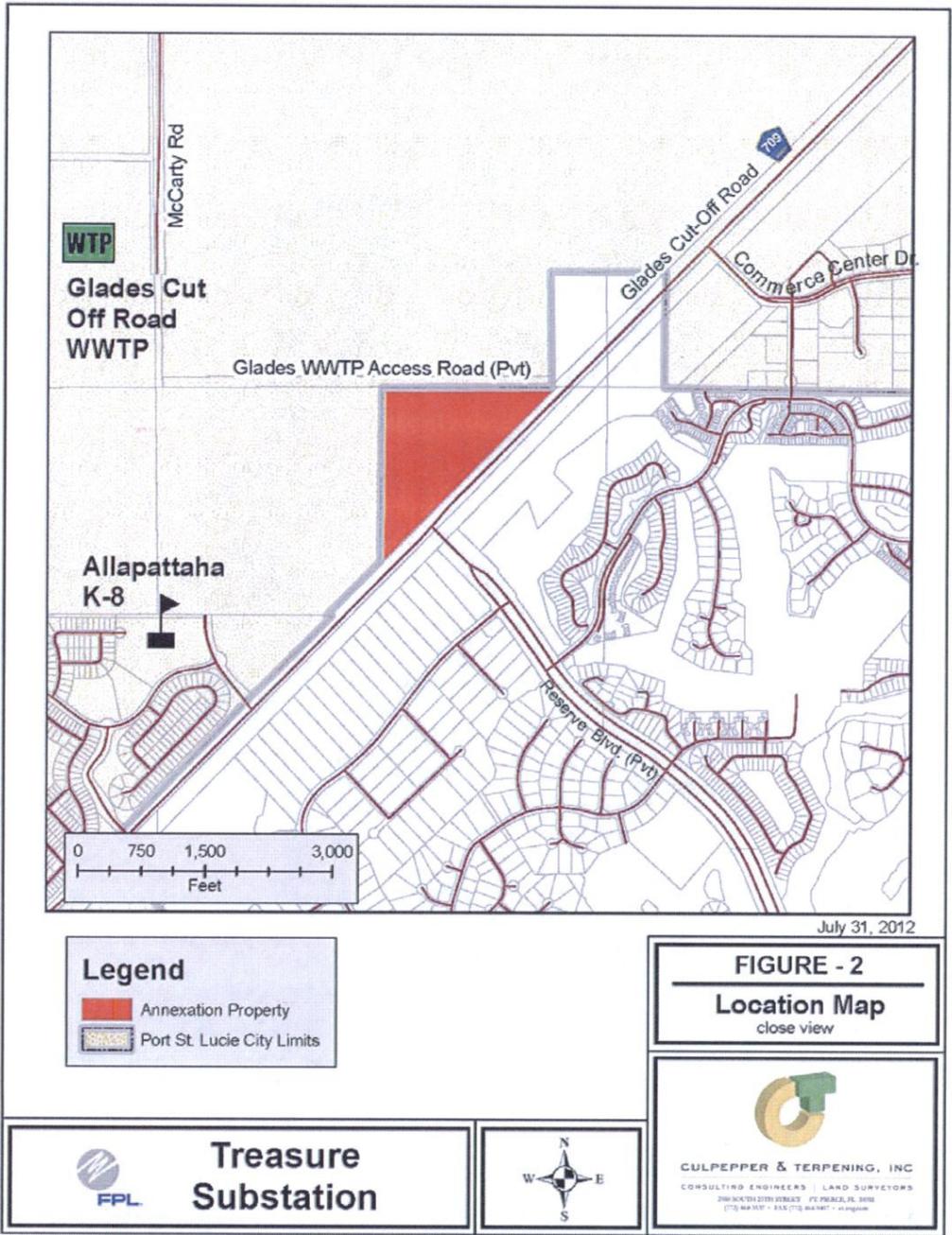
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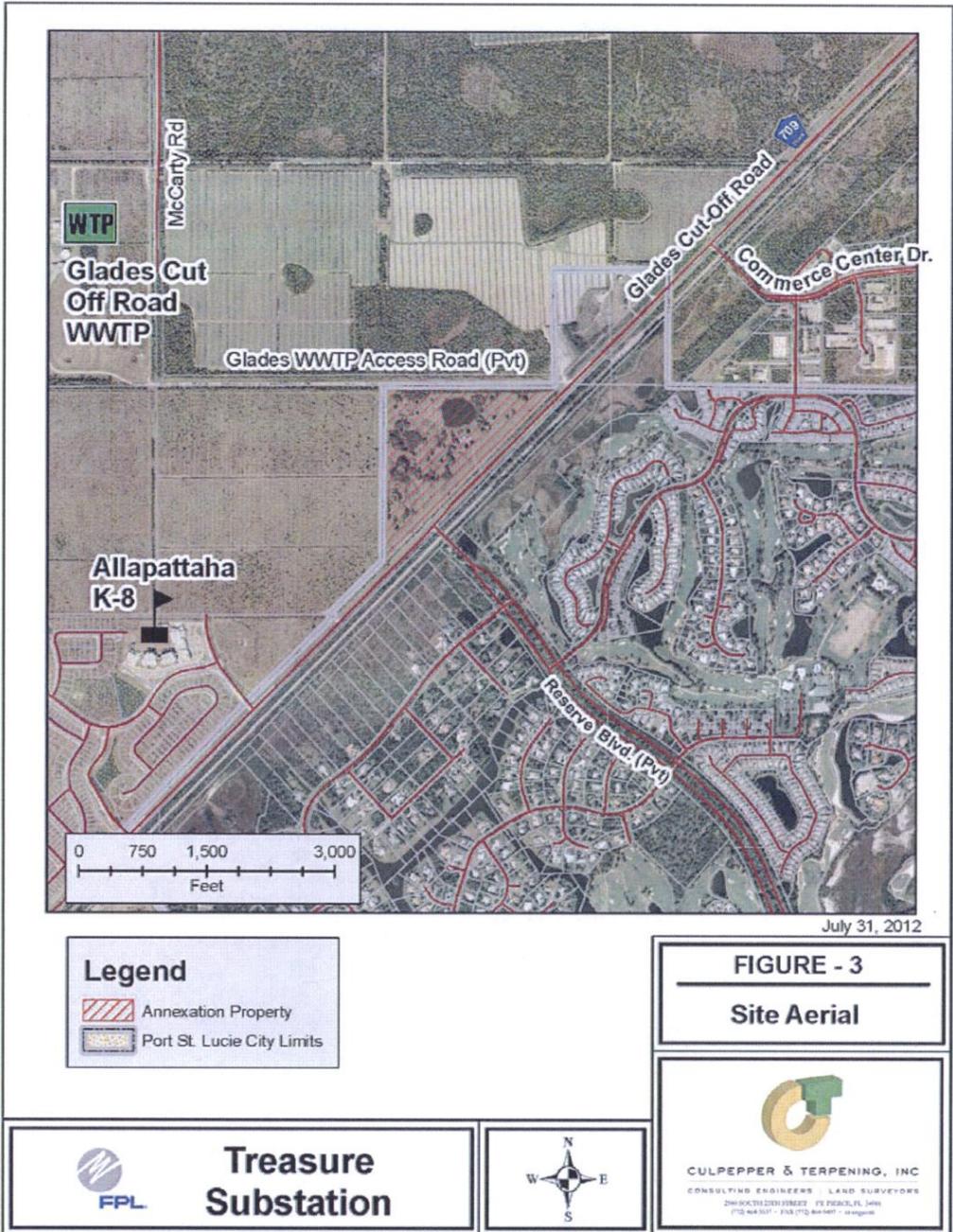
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Legend

-  Municipalities
-  Annexation Property

FIGURE 4
Site Aerial
 Very Close View



Treasure Substation




CULPEPPER & TERPENING, INC
 CONSULTING ENGINEERS | LAND SURVEYORS
 200 W. KATHLEEN STREET | FT. PIERCE, FL 34915
 (888) 864-8827 | (888) 778-8827 | www.culpepper.com

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END OF DOCUMENT