

Prepared By:  
City of Port St. Lucie  
City Attorney's Office  
121 SW Port St. Lucie Blvd  
Port St. Lucie, FL 34984

**IMPACT FEE MITIGATION AGREEMENT BETWEEN CITY OF PORT ST. LUCIE  
AND LACTALOGICS**

THIS IMPACT FEE MITIGATION AGREEMENT ("Agreement") is executed as of the \_\_\_\_ day of \_\_\_\_\_ 2024, by and among the City of Port St. Lucie, a Florida municipal corporation (the "City") and LactaLogics, Inc. a Nevada for profit corporation (the "Company").

**WITNESSETH:**

**WHEREAS**, it is the policy of the City to stimulate economic growth in the City by attracting new businesses to the City or by encouraging the expansion of existing businesses within the City, or a combination thereof; and

**WHEREAS**, the creation of new employment opportunities for citizens of the City and the increased tax revenues resulting from such business expansion or relocation within the City is beneficial to the local economy and enhances the health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Article V, Section 159 of the City of Port St. Lucie Code of Ordinances ("City's Code of Ordinances" ), a copy of which is attached hereto and incorporated into this Agreement as **Exhibit "A,"** the City has established an Economic Development Impact Fee Mitigation Program for certain qualified target businesses in order to mitigate any real or perceived disadvantage occurring from the imposition of impact fees and to create permanent employment expansion opportunities for City citizens; and

**WHEREAS**, the Company, combines the latest in milk processing technology with holistic donor care to increase access to the life-saving benefits of breast milk; and

**WHEREAS**, the company is going to renovate an approximately 60,000 square foot manufacturing facility located at 8883 S US Highway 1, Port St. Lucie, FL (the "Project") legally described on **Exhibit "B"**; and

**WHEREAS**, the Company has committed to expand its qualified target industry business in the City as evidenced by the Impact Fee Mitigation Application submitted to the City; and

**WHEREAS**, as a result of the above-referenced Project, the Company will create new jobs in the City, meeting the threshold requirements set forth in section 159.504(A)(1) and (4) of the City's Code of Ordinances and remain in the City for a period of at least ten (10) years while maintaining certain job creation and salary commitments in exchange for an Economic Development Impact Fee Waiver ; and

**WHEREAS**, the City and the Company desire to enter into this Agreement whereby the Company agreed to create sixty (60) new jobs in Port St. Lucie meeting the threshold requirements set forth in section 159.504(A)(1) and (4) of the City's Code of Ordinances and remain in the City for a period of at least ten (10) years while maintaining certain job creation and salary commitments in exchange for an Economic Development Impact Fee Waiver.;

**WHEREAS**, the employment schedule for the new jobs is twenty (20) jobs in year one (1), twenty (20) in year two (2) jobs, and twenty (20) jobs in year three (3); and

**WHEREAS**, the Company is required to pay City impact fees in conjunction with the issuance of the building permits for the Project; and

**WHEREAS**, the Company, has been determined to be eligible to receive an Economic Development Impact Fee Waiver by the City Manager, pursuant to section 159.504(A)(1) and (4) of the City's Code of Ordinances and receive the waiver set forth in section 159.506(A)(1) of the City's Code of Ordinances; and

**WHEREAS**, the Company acknowledges that the Economic Development Impact Fee Waiver shall be contingent upon the Company meeting the performance requirements as outlined in this Agreement; and

**WHEREAS**, the City finds and declares that it is in the public interest to award an Economic Development Impact Fee waiver in conjunction with the Company's agreement to create new jobs in the City of Port St. Lucie, pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Company hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct hereby incorporated as forming the intent and purpose of this Agreement.
2. **Impact Fee Waiver.** Pursuant to the City of Port St. Lucie's Economic

Development Impact Fee Mitigation Program and the Florida Statutes, the Company, is entitled to a waiver of up to \$210,000 in Port St. Lucie City mobility, parks, public buildings and law enforcement impact fees for the Project ("Impact Fees"), based upon the Company's commitment to create sixty new jobs meeting the threshold requirements set forth in section 159.504(A)(1)(4) of the City's Code of Ordinances (60 new jobs multiplied by \$3,500.00 for each new job per section 159.506(A)(1) of the City's Code of Ordinances. The impact fee waiver is limited to \$210,000, and the Company will be required to pay any City impact fees exceeding the \$210,000 City impact fee waiver. The impact fee waiver is limited to the property located at 8883 S US Highway 1, Port St. Lucie, FL. If the initial impact fees paid are less than the approved amount, the remaining balance will not be applied to future impact fees. The Company will be required to apply for an impact fee mitigation for any amendments expanding the Site Plan that require additional impact fee payments.

3. **Term.** This Agreement shall take effect upon execution by all parties and shall continue for a period of ten (10) years from the date of issuance of the certificate of occupancy for the Project, subject to the Company's compliance with the provisions of 159.504(A)(1),(4) of the City's Code of Ordinances and this Agreement. Year one (1) is defined as one year after the issuance of the certificate of occupancy for the project.
4. **Performance Standards.** The Company shall provide the City with the following documentation for each year following the issuance of the certificate of occupancy for the Project and throughout the remainder of the term of this Agreement to confirm that the job creation and salary level commitments have been achieved (the employment schedule for the new jobs is year 1 – 20 jobs, year 2 – 20 jobs and year 3 – 20 jobs; ) for the Project as set forth in this Agreement and section 159.504(A)(1),(4) of the City's Code of Ordinances:
  - a. Company's quarterly reports (RT-6) for the Project; and,
  - b. Total gross hours worked and total gross wages for all employees working out of the Project; and,
  - c. Total gross hours worked and total gross wages for top two wages earners working out of the Project.
5. **Criteria for Measuring Adequate Performance.** "New job" shall mean a full-time salaried employee, or a full-time equivalent (a "FTE") employee who works at least thirty-five (35) paid hours per week, created as a result of the Project. New jobs may

include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project. New Jobs shall not include temporary or seasonal jobs associated with cyclical business activities, or to substitute permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the final inspection for the Project, and only if they result in a net increase in overall employment as a result of the Project. Jobs are not considered new if they moved from another geographical area outside of the City of Port St. Lucie to the location of the Project unless the relocated positions are back-filled with net new-to-Florida full time-equivalent jobs paying at least the wage of the transferred position(s).

6. **Consequences for Nonperformance.** In the event the Company fails to meet the required Performance Standards set forth in this Agreement for any year during the ten (10) year period following the issuance of the certificate of occupancy for the Project, the Company shall be required to pay the waived impact fees on a pro rata basis for each year or partial year it is out of compliance. Such amount shall be based off the amount of fees waived, not the amount the Company was initially eligible for. For example, if the Company fails to meet a employment goal during one (1) year in the ten (10) year period, the yearly prorated amount to be repaid would be \$21,000 if the total impact fees mitigated by the City were \$210,000. The Company agrees that the impact fees waived by the City shall constitute a lien on the property described in **Exhibit "B"** (the "Property"), whose priority shall relate back to the effective date of this Agreement regardless of the date of recordation, and shall be superior to all other mortgages or liens encumbering or affecting the Property except taxes, including but not limited to the lien of the non-ad valorem assessment in accordance with the Florida PACE Act (the "PACE Special Assessment Lien"), both the PACE Special Assessment Lien evidenced by the Summary Memorandum of Commercial PACE Financing Agreement-Loan A, recorded in St. Lucie County, Florida Official Records at Book 5116, Page 298 and the PACE Special Assessment Lien, evidenced by the Summary Memorandum of Commercial PACE Financing Agreement-Loan B, recorded in St. Lucie County, Florida Official Records at Book 5116, Page 309 and the Mortgage, Security Agreement, and Fixture Filing in favor of Magnolia Bank, Incorporated ("USDA Mortgage"), recorded in St. Lucie County, Florida Official Records at Book 5116, Page 1223, of forty (\$40) million dollars (unless expressly subordinated by separate written agreement of the parties) and shall continue for ten (10) years from the date of issuance of the certificate of occupancy or until the impact fees waived are repaid. Company attests and acknowledges that the USDA Mortgage is the only mortgage and the PACE Special Assessment Lien is the only lien encumbering or affecting the Property as set forth in **Exhibit "C"**.

Should the Company be in default of this Agreement and the default is not cured within thirty (30) days after written notice to the Company, the City may bring a civil action to enforce this Agreement. In addition, the lien may be foreclosed or otherwise enforced by the City by legal action or suit in equity as for the foreclosure of a mortgage on real property. This remedy is cumulative with any other right or remedy available to the City.

7. **Limitation of Waiver and Assignability.** The waiver established by this Agreement is applicable only to the Project located at 8883 S US Highway 1, Port St. Lucie, FL. The waiver is not transferable to any other property owned by the Company in the City of Port St. Lucie and shall not be transferable as a waiver for impact fees that are not specifically set forth in this Agreement. However, the Company may assign all or part of the waiver provided in this Agreement to a successor in title and interest to the Property, provided that the successor in title and interest agrees to assume the obligations of the Company to the City under this Agreement. The assignment will not be effective without the written consent of the City which consent will not be unreasonably withheld. Such assignment will be deemed approved within fifteen (15) days of written notice to the City by certified mail of the proposed assignment unless the City provides its reasonable objection in writing to the Company within that time period. A copy of the assignment shall be provided by the Company to the City, at the address set forth in this Agreement, and the original assignment shall be recorded in the public records of St. Lucie County, Florida.
8. **Binding Effect.** This Agreement shall be binding upon the parties to this Agreement and their respective heirs, personal representatives, successors, and assigns. In the case of sale or transfer of the Property or Project or a portion of the Property or Project, the Company shall remain liable for the impact fees waived until the Performance Standards set forth in this Agreement are satisfied or until the impact fees are paid in full. In addition, this Agreement shall run with the land described in **Exhibit "B"** and shall remain an encumbrance on the Property until the provisions set forth in this Agreement are satisfied.
9. **Release of Encumbrance.** Upon satisfactory completion of the Performance Standards set forth in this Agreement and ten (10) years after the date of the issuance of the certificate of occupancy for the Project, or upon payment of the waived impact fees, the City shall, at the expense of the City, record any necessary documentation evidencing the termination of the impact fee waiver encumbrance, including, but not limited to, a release of the encumbrance, and lien if any.

10. **Recordability of Agreement.** This Agreement shall be recorded by the Company at the expense of the Company in the Official Records of St. Lucie, Florida, within fifteen (15) days after execution of this Agreement by all parties.

11. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage prepaid, and addressed to the parties at the following addresses:

To the City:  
City Manager  
121 Port St. Lucie Blvd  
Port St. Lucie, FL 34984  
(772) 873-6374

With a Copy to:  
City Attorney  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871-5294

To the Company:  
Glenn Snow  
LactaLogics  
8883 S US Highway 1  
Port St. Lucie, FL 34952  
(772) 202-0284

With a Copy to:  
Attention Marc L. Levine, Esq.  
Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave, Suite 1400  
Orlando, FL 32801  
(407) 481-5800

or to such address as the parties may from time to time specify by writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

12. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

13. **Pronouns.** In this Agreement, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.

14. **Survival.** All covenants, agreements, representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement and the

consummation of the transactions contemplated hereby.

15. **Waivers.** Any waiver issued by City of any provision of this Agreement shall only be effective if issued in writing by City, and shall be specific, only to the particular matter concerned, and shall not apply to any other matters. Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a future waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth in this Agreement, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.
  
16. **Mediation.** In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties.
  
17. **Governing Law and Venue.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties agree that proper venue for any suit concerning this Agreement shall be St. Lucie County, Florida. The Owner/Landlord and the Company agree to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.
  
18. **Force Majeure.** The deadlines set forth herein, are subject to extensions by either Party for a Force Majeure Event (as herein defined). As used herein, a “**Force Majeure Event**” shall include governmental moratorium or unavailability of essential supplies or utilities (e.g., power or water) through no fault of the requesting Party, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, pandemic, hurricane, tropical storm, tornado, flooding, or supply chain issues, where the item subject to the supply chain issue cannot be replaced by an approved equivalent, causing delays not the result of the requesting Party. Any extension of any deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that actually results from

such Force Majeure Event. In the event that either Party claims a delay for a Force Majeure Event, the requesting Party shall make a claim for an extension in writing to the other Party within fifteen (15) business days after the occurrence of a Force Majeure Event for which such claim is being made. The claim shall clearly state the reason, provide a detailed explanation given as to why the event is considered to be a Force Majeure Event and provide sufficient documentation to support such claim. If no written objection to such claim for extension is received from the other Party within fifteen (15) business days from the date of the written extension request, such extension shall be deemed given. If a written objection is made, the Parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

[SIGNATURES ON FOLLOWING PAGES]



CITY OF PORT ST. LUCIE

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Jesus Merejo  
City Manager

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF ST. LUCIE    )

The foregoing instrument was acknowledged before me **by means of**  **physical presence** **or**  **online notarization**, on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Jesus Merejo, the City Manager of the City of Port St. Lucie, a Florida municipality. He is personally known to me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed printed or stamped name of Notary Public

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

\_\_\_\_\_  
Richard Berrios  
Interim City Attorney

COMPANY  
LactaLogics

By: Rachelle Snow

Elizabeth Audrey Buck  
Witness

Print Name: Elizabeth Audrey Buck  
Address: 1201 NE Baker Rd, Apt 2104  
Stuart, FL 34994

Scott J  
Witness

Print Name: SCOTT FREDRICKS  
Address: 700 SE COLLINS LANE  
PORT ST LUCIE, FL 34984

STATE OF ) FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, on this 8<sup>th</sup> day of May, 2024, by  
Rachelle Snow as COO for LactaLogics., a  
Nevada for profit corporation who is either personally known to me [ ] or has produced his  
driver's license as identification.



Caitlyn Scafidi  
Notary Public  
Caitlyn scafidi

Typed printed or stamped name of Notary Public

**AFFIDAVIT OF NO ADDITIONAL LIENS**

STATE OF FLORIDA )  
 ) ss  
COUNTY OF ST. LUCIE )

Before me, the undersigned authority, this day personally appeared Rachelle Snow ("Affiant") who being by me first duly sworn, on oath, deposes and says:

- 1. Affiant is COO of LACTALOGICS, INC, a Nevada for Profit Corporation ("LactaLogics").
- 2. That LactaLogics is the owner of certain lands (the "Property"), which are more fully described as follows:

**SEE THE ATTACHED EXHIBIT "A"**

- 3. Affiant acknowledges and agrees that the only mortgage or lien encumbering or affecting the Property is the Mortgage, Security Agreement, and Fixture Filing in favor of Magnolia Bank Incorporated ("USDA Mortgage"), recorded in St. Lucie County, Florida Official Records at Book 5116, Page 1223, the PACE Special Assessment Lien evidenced by the Summary Memorandum of Commercial PACE Financing Agreement-Loan A, recorded in St. Lucie County, Florida Official Records at Book 5116, Page 298, and the PACE Special Assessment Lien, evidenced by the Summary Memorandum of Commercial PACE Financing Agreement-Loan B, recorded in St. Lucie County, Florida Official Records at Book 5116, Page 309
- 4. That this affidavit is given as partial inducement for the City to enter into the Impact Fee Mitigation Agreement Between City of Port St. Lucie and LactaLogics ("Agreement"). The Agreement concerns the waiver of certain impact fees pursuant to an employment schedule and the terms and conditions of the Agreement.

LACTALOGICS, INC.  
a Nevada for Profit Corporation

By: Rachelle Snow  
Print Name: Rachelle Snow  
Title: Chief Operations officer

Sworn to and subscribed before me this 8<sup>th</sup> day of May, 2024, by Rachelle Snow,  who is personally known to me or  who presented \_\_\_\_\_ as identification.

NOTARY SEAL/STAMP

Caitlyn Scafidi  
Signature of Notary Public  
Caitlyn Scafidi  
Print Name of Notary Public

