

**FIRST AMENDMENT TO MITIGATION AGREEMENT**

**This First Amendment to Mitigation Agreement** (this “**Amendment**”) is made this day \_\_\_\_\_ of December 2023 (The “**Effective Date**”) and entered into by **Oak Ridge Ranches, LLC**, a Florida Limited Liability Company, (the “**Developer**”) and the **City of Port St. Lucie, Florida**, a Florida municipal corporation (the “**City**”).

**WITNESSETH:**

**WHEREAS**, the Developer and the City entered into that certain Mitigation Agreement dated October 16, 2023, which was recorded in the St. Lucie County Official Records at Official record Book 5065, and Page 1616 (the “**Agreement**”), whereby Developer agrees to identified obligations regarding mitigation on City Roadways for the Oak Ridge Ranches project.

**WHEREAS**, the Developer and the City desire to amend the Agreement as provided hereinbelow.

**NOW, THEREFORE**, the Developer and the City hereby agree as follows:

1. Paragraph 14 titled “Effective Date” of the Agreement. Paragraph 14 shall now read as follows:

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 comprehensive plan amendment, the PUD rezoning, and the Proportionate Share and Impact Fee Credit Agreement for the Project becoming effective in accordance with Chapter 163, Florida Statutes, (and all appeal periods having expired with respect thereto)(“Final Approvals”). Additionally, this Agreement shall automatically terminate and expire if the Final Approvals have not been obtained by April 1, 2024.

2. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.

3. Continuing Effect. Except as expressly modified by the terms and provisions of this Amendment, each and every term and provision of the Agreement are unchanged and continue in full force and effect.

4. Parties Bound. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

5. Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Delivery of an executed counterpart of this Amendment by facsimile or email shall be binding upon the party so delivering.

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**IN WITNESS WHEREOF**, the parties hereto execute this First Amendment to Mitigation Agreement and further agree that it shall take effect as of the Effective Date first above written.

WITNESSES

**CITY OF PORT ST. LUCIE,**

a Florida municipal corporation

\_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

\_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Shannon M. Martin, Mayor

STATE OF FLORIDA )

COUNTY OF ST. LUCIE )

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Shannon M. Martin as Mayor of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie who is [ X ] personally known to me, or who has [ ] produced the following identification

\_\_\_\_\_.

\_\_\_\_\_

Signature of Notary Public

Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

NOTARY SEAL/STAMP

[Handwritten Signature]

Signature

Print Name: Elizabeth Heutz

[Handwritten Signature]

Signature

Print Name: HUBH W. PERRY

OAK RIDGE RANCHES, LLC,  
a Florida limited liability company

By: [Handwritten Signature]

Its: AUTHORIZED SIGNATORY

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [ ] online notarization, this 1 day of December, 2023, by John Caspas <sup>the</sup> authorized signatory of the Oak Ridge Ranches LLC, and on behalf of OAK RIDGE RANCHES, LLC, who is [ X ] personally known to me, or who has [ X ] produced the following identification FL DL.



JASMIN PADOVA  
Commission # HH 199754  
Expires January 25, 2026

NOTARY SEAL/STAMP

[Handwritten Signature]

Signature of Notary Public

Print Name: Jasmin Padova

Notary Public, State of Florida

My Commission expires 1/25/2026