

This instrument was prepared by
and upon recording should be returned to:

Robert S. Raynes, Jr., Esq.
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd.
Suite 200
Stuart, Florida 34996

MITIGATION AGREEMENT

THIS MITIGATION AGREEMENT (“Agreement”) is made as of this 16th day of October, 2023 by and between **OAK RIDGE RANCHES, LLC**, a Florida limited liability company, (the “Developer”) and the **CITY OF PORT ST. LUCIE, FLORIDA**, a Florida municipal corporation (“City”).

WITNESSETH:

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

WHEREAS, the Developer intends to develop the Development Property under the authority of St. Lucie County (“County”) known as the Oak Ridge Ranches development (“Project”); and

WHEREAS, in connection with the development of the Project, Developer has submitted that certain Traffic Impact Analysis for Oak Ridge Ranch Project St. Lucie County, Florida, dated August 1, 2023, dated August 30, 2023, and dated September 9, 2023, all of which are prepared by MacKenzie Engineering & Planning, Inc. (the “Traffic Study”); and

WHEREAS, the Traffic Study currently identifies certain existing and future roadways and roadway segments that are within the jurisdiction of the City, which may be impacted by the development of the Project (“City Roadways”) as depicted by attached **Exhibit “B”**; and

WHEREAS, the County has adopted a Proportionate Fair Share Program, as defined in Section 5.07.00 of the County’s Land Development Code (“LDC”) that establishes a method whereby the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sector, which shall include mitigation of the impacts of the development on City Roadways; and

WHEREAS, to facilitate the proper development of the Project, the County and Developer are entering into a Proportionate Share and Impact Fee Credit Agreement, pursuant to Section 163.3180(5)(h)1.c.(i) Fla. Stat. (2023); for the project, as well as, agreeing to certain development approval conditions within the Oak Ridge Ranches Comprehensive Plan Amendment (the "CPA") and Oak Ridge Ranches PUD Rezoning and PUD Preliminary Site (Master) Plan with an Associated Wetland Waiver (the "PUD") to ensure for mitigation of roadway impacts within the County, including the City Roadways; and

WHEREAS, the intent of this Agreement is to ensure implementation of the proportionate fair share program with the County in a way that effectuates improvements to extra jurisdictional facilities impacted by County projects; and

WHEREAS, this Agreement sets forth Developer's obligations regarding mitigation on City Roadways for the Project; and

WHEREAS, Developer agrees to comply with the obligations and conditions relating to mitigation of City Roadways ("Developer's Obligations") as set forth and attached hereto as **Exhibit "C"**; and

WHEREAS, the City deems it to be in the public interest to recognize the contributions of the Developer to improve City Roadways impacted by the development of the Project; and

WHEREAS, the City has determined that Developer is making with this Agreement a binding commitment for itself and its successors and assigns in the Project and the Development Property to the City to construct or pay for and fully mitigate those portions of the City Roadways deemed by the City to be impacted by the Project and to voluntarily advance the timing of some of City Roadways; and

WHEREAS, this Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities in place for the Project, encourages private participation and comprehensive planning, and reduces the costs of development.

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. Findings of Fact

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. Purpose.

The purpose of this agreement is to recognize that Developer, or its successors and assigns agrees to comply with the obligations and conditions relating to mitigation of City Roadways set forth and attached hereto as **Exhibit "C"**.

3. Developer's Obligations for the City.

a. Developer recognizes its obligations to the City outlined on **Exhibit "C"** and agrees to comply with all such obligations.

b. Except as provided in Section 6, the Developer's obligation under this Section 3 shall not be affected by any subsequent change imposed by the City to the City's ordinances and regulations relating to traffic mitigation on City Roadways, nor shall it be affected by any subsequent interpretation of current City regulations relating to transportation mitigation.

4. City Obligations.

By executing this Agreement, the City hereby authorizes this Agreement to be written authorization by the City that the Developer has adequately mitigated for impacts to existing and future City Roadways identified in the Traffic Study for the Project as described in the current Oak Ridge Ranches Comprehensive Plan Amendment, Oak Ridge Ranches PUD Rezoning and PUD Preliminary Site (Master) Plan with an Associated Wetland Waiver, and County Proportionate Share and Impact Fee Credit Agreement, subject to the conditions and terms set forth in this Agreement.

5. 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 14, through the expiration of the Final Certificate of Capacity by the County, unless otherwise extended by extension of the Final Certificate of Capacity or by agreement of the parties hereto. In the event the Final Certificate of Capacity is extended, the duration of this Agreement shall also be extended.

6. Extension of Agreement: Subsequent Change.

a. The duration of this Agreement shall be extended by the City if the City modifies the City Code with respect to ordinances and regulations relating to mitigation of City Roadways subsequent to the execution of this Agreement that would affect the Project.

b. Applications Facilitating Project Approvals. The Developer shall notify the City within ten (10) days of the submission of an application that results in: (i) an increase in trips; (ii) a land use change greater than 20% regarding non-residential or residential uses; or (iii) any amendments to include a developer agreement contemplated by Sections 2B, 3B, 4B, 6B, and 7B of Exhibit "C". Developer acknowledges and agrees that any application resulting in the foregoing may require modifications to this Agreement.

c. Amendments to Project Approvals. Notwithstanding anything contrary in this Agreement, 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 any amendments to the Oak Ridge Ranches Comprehensive Plan Amendment, Oak Ridge Ranches PUD Rezoning and PUD Preliminary Site (Master) Plan with an Associated Wetland Waiver, or County Proportionate Share and Impact Fee Credit Agreement are submitted to the County for the Project. The intent of this Agreement is to acknowledge mitigation for traffic on City Roadways based on the current version of these items. Developer shall provide notice to the City within ten (10) days of any application to amend the foregoing items.

7. 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.

8. Covenants Running with the Land.

This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties and any person, firm, corporation, or other entity that may become the successor in interest to the Development Property.

9. Recording of Agreement.

This Agreement and any supplement or amendment hereto, shall be recorded in the Public Records of St. Lucie County, Florida within ten (10) days of its Effective Date. City hereby agrees,

while this agreement is in effect, to provide estoppel letters within fifteen (15) days after written request of Developer, in connection with any sale or financing transaction regarding the Development Property. The City's estoppel letters shall confirm, if true, that there are no events of default under the Agreement and that the Agreement remains in full force and effect.

10. 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 waive trial by jury. 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 in interest of the obligation to comply with the law governing such permit requirements, conditions, terms, and restrictions.

11. 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.

12. Captions or Paragraph Headings.

Captions and paragraphs 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.

13. Counterparts.

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

14. 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 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 January 1, 2024.

15. Amendment.

This Agreement may be amended by mutual written consent of the parties, or their successors and assigns.

16. 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 reasonable 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.

17. Notices.

Any notices or reports required by this Agreement shall be sent to the following:

For the City:

Attention: City Manager
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984

With copy to:

Attention: City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984

For Developer:

Oak Ridge Ranches
c/o Kolter Land Partners, LLC
Attn: James P. Harvey and Byron Lopreste
14025 Riveredge Drive, #175
Tampa, Florida 33637

With copy to:

Oak Ridge Ranches
Attn: John Csapo and Scott Morton
105 NE 1st Street
Delray Beach, Florida 33444

With copy to:

Robert S. Raynes, Jr., Esq.
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd.
Suite 200
Stuart, Florida 34996

18. Miscellaneous Provisions:

a. This Agreement is made for the sole benefit and protection of the parties (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.

19. Exhibits All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

Exhibit "A" – Legal Description of Development Property

Exhibit "B" – City Roadways

Exhibit "C" – Developers Obligations

Exhibit "1" – Trip Generation/pass-By Rates and Equations

Exhibit "2" – Crosstown Parkway Typical Section


[SIGNATURES ON FOLLOWING PAGES]

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

WITNESSES

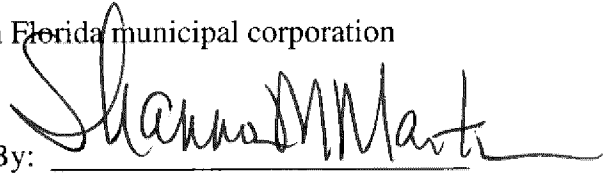
CITY OF PORT ST. LUCIE,

a Florida municipal corporation



Signature

Print Name: DAVID PILLETT

By: 

Shannon M. Martin, Mayor



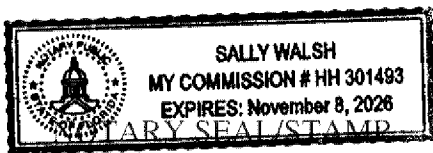
Signature

Print Name: RICHARD BERRIOS

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 16TH day of OCTOBER, 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: Sally Walsh

Notary Public, State of FLORIDA

My Commission expires NOVEMBER 8, 2026

[Signature]

Signature

Print Name: Dorothy Alper

OAK RIDGE RANCHES, LLC,
a Florida limited liability company

By: [Signature]

Its: AUTHORIZED SIGNATORY

[Signature]

Signature

Print Name: Nicole E Angelakos

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 11 day of OCTOBER, 2023, by JOHN CSAPK as AUTHORIZED SIGNATORY of the _____, and on behalf of OAK RIDGE RANCHES, LLC, who is [X] personally known to me, or who has [] produced the following identification _____.

[Signature]

Signature of Notary Public

Print Name: Nicole E. Angelakos

Notary Public, State of Florida

My Commission expires 3/23/2024

NOTARY SEAL/STAMP

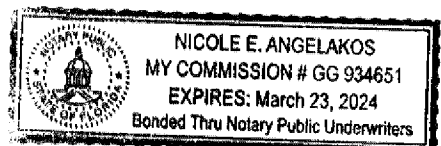


Exhibit "A"

Legal Description of Development Property

PARCEL 1:

East 1/2 of Section 23, Township 36 South, Range 38 East, St. Lucie County, Florida, LESS AND EXCEPT the South 845 feet thereof. Containing 255.04 acres more or less.

PARCEL 2:

East 1/2 of Section 26, Township 36 South, Range 38 East, St. Lucie County, Florida, TOGETHER WITH the South 845 feet of the East 1/2 of Section 23, Township 36 South, Range 38 East, St. Lucie County, Florida; Less and Except the West One-Half (W1/2) of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of the Southeast One Quarter (SE 1/4) of Section 26, Township 36 South, Range 38 East, St. Lucie County, Florida. Containing 374.24 acres more or less.

PARCEL 3:

All of Section 25, Township 36 South, Range 38 East, St. Lucie County, Florida, LESS AND EXCEPT the East 70.00 feet as conveyed to St. Lucie County, a political subdivision of the State of Florida by virtue of the Special Warranty Deed recorded October 29, 2008, in Official Records Book 3028, Page 2670, Public Records of St. Lucie County, Florida. Containing 636.32 acres more or less.

PARCEL 4:

The West 1917.9 feet of Section 35, Township 36 South, Range 38 East, St. Lucie County, Florida, LESS the following described parcel:

Beginning at the Northwest corner of Section 35, Township 36 South, Range 38 East, thence run North 89°34'08" East, along the Section line, 1858.90 feet; thence following the top of the dike adjacent to a citrus grove run the following courses and distances: South 00°45'36" East 897.42 feet; South 53°23'40" West 76.67 feet; South 67°35'50" West 338.81 feet; South 33°38'40" West 107.30 feet; South 24°07'45" West 363.57 feet; South 07°57'45" West 176.10 feet; South 02°51'46" East 601.78 feet; South 56°12'50" West 99.95 feet; South 79°51'40" West 521.64 feet; South 00°39'20" West 718.55 feet; South 30°20'19" West 239.78 feet; South 72°41'50" West 347.84 feet; North 50°26'10" West 288.41 feet to a point on the West line of aforesaid Section 35; thence North 00°33'30" West, along the Section line, 3249.12 feet to the Point of Beginning. Containing 127.23 acres more or less.

PARCEL 5:

All of Section 35, Township 36 South, Range 38 East, St. Lucie County, Florida, LESS the following: The West 1917.9 feet of said Section. Containing 394.43 acres more or less.

PARCEL 6:

That part of the South 922.26 feet of the East 330 feet of Section 36, Township 36 South, Range 38 East, St. Lucie County, Florida, lying Northerly of Glades Cutoff Road.

Such property being also described as:

Commence at the Southeast corner of Section 36, Township 36 South, Range 38 East, St. Lucie County, Florida; thence North 00°08'47" West, along the East line of Section 36, a distance of 431.22 feet to the POINT OF BEGINNING, said point being on the Northeasterly right-of-way line of State Road S-709 (being 150.00 feet in

width and also known as Glades Cut-Off Road); thence continue North 00°08'47" West, along said East line of Section 36, a distance of 491.22 feet to the North line of the South 922.26 feet of Section 36; thence North 89°00'53" West a distance of 330.06 feet to the West line of the East 330.00 feet of Section 36; thence South 00°08'47" East, along the West line of the East 330.00 feet of Section 36, a distance of 828.71 feet to the aforesaid Northeasterly right-of-way line of State Road S-709; thence North 44°46'11" East, along said Northeasterly right-of-way line, a distance of 467.37 feet to the POINT OF BEGINNING. Containing 5.00 acres more or less.

PARCEL 7:

The North one-eighth (N 1/8) of the South one-half (S 1/2) and all of the North one-half (N 1/2) of Section 36, Township 36 South, Range 38 East, St. Lucie County, Florida. Containing 352.68 acres more or less.

PARCEL 8:

The following described real property, LESS AND EXCEPTING THEREFROM THE WEST 128 ACRES THEREOF, heretofore conveyed to James L. Davis, as Trustee, by Special Warranty Deed recorded in O.R. Book 1626, Page 244, of the Public Records of St. Lucie County, Florida:

Commence at the Southeast corner of Section 36, Township 36 South, Range 38 East, St. Lucie County, Florida; thence run North 00°09'38" West, along the East line of said Section 36, a distance of 922.44 feet to the POINT OF BEGINNING; thence run North 89°01'44" West, a distance of 330.06 feet; thence run South 00°09'38" East, a distance of 829.01 feet to the Northwesterly right of way line of Glades Cut-Off Road; thence run South 44°46'00" West, along said right of way line, a distance of 3380.72 feet; thence run North 00°09'38" West, a distance of 4649.00 feet; thence run North 89°52'09" East, a distance of 2717.48 feet to the East line of Section 36; thence run South 00°09'38" East along the East line of said Section 36, a distance of 1431.54 feet to the POINT OF BEGINNING; all lying and being in Section 36, Township 36 South, Range 38 East and Section 1, Township 37 South, Range 38 East, St. Lucie County, Florida, ALL LESS any existing road, canal and railroad rights of way, and all lying and being in St. Lucie County, Florida. Containing 71.98 acres more or less.

PARCEL 9:

The West 128 acres of the following described parcel of real property:

COMMENCE at the Southeast corner of Section 36, Township 36 South, Range 38 East, St. Lucie County, Florida; thence run North 00°09'38" West, along the East line of said Section 36, a distance of 922.44 feet to the POINT OF BEGINNING; thence run North 89°01'44" West, a distance of 330.06 feet; thence run South 00°09'38" East, a distance of 829.01 feet to the Northwesterly right-of-way line of Glades Cut-Off Road; thence run South 44°46'00" West, along said right-of-way line, a distance of 3380.72 feet; thence run North 00°09'38" West, a distance of 4649.00 feet; thence run North 89°52'09" East, a distance of 2717.48 feet to the East line of said Section 36; thence run South 00°09'38" East along the East line of said Section 36, a distance of 1431.54 feet to the POINT OF BEGINNING, all lying and being in Section 36, Township 36 South, Range 38 East, and Section 1, Township 37 South, Range 38 East, comprising 200 acres more or less, as described in O.R. Book 1626, Page 244, of the Public Records of St. Lucie County, Florida, ALL LESS any existing road, canal and railroad rights-of-way, and all situate, lying and being in St. Lucie County, Florida. Containing 127.97 acres more or less.

PARCEL 10:

The South 1/2, LESS the North 1/8 AND LESS the East 2717.48 feet of Section 36, Township 36 South, Range 38 East, AND all that part of the West 1/2 lying Northwesterly of State Road 709 (Glades Cut-Off Road), Section 1, Township 37 South, Range 38 East, St. Lucie County, Florida, as described in O.R. Book 587, Page 1117, of the Public Records of St. Lucie County, Florida. Containing 325.79 acres more or less.

(PARCELS 9 AND 10) BEING ALSO DESCRIBED AS FOLLOWS:

Commence at the Southwest corner of said Section 1, Township 37 South, Range 38 East, thence North 00°19'30" West, along the West boundary of said Section 1, a distance of 614.85 feet to the Northwesterly right-of-way line of Glades Cut-Off Road (State Road 709) and the POINT OF BEGINNING of the following described Parcel; thence continuing Northerly along the said West boundary of Section 1, by the following courses and distances: Thence continue North 00°19'30" West, a distance of 2,020.44 feet; thence North 00°03'51" West, a distance of 2,798.84 feet to the Southwest corner of said Section 36, Township 36 South, Range 38 East; thence North 00°55'25" West, along the West line of aforesaid Section 36, a distance of 2,255.29 feet to the South line of the North 1/8 (one-eighth) of the South 1/2 (one-half) of said Section 36; thence North 89°59'38" East, along lastly said line, a distance of 3,867.02 feet to the East line of the West 128.00 acres of those lands described in O.R. Book 1626, Page 244, of the Public Records of St. Lucie County, Florida; thence South 00°08'49" East, along the said East line, a distance of 3,219.16 feet to the said Northwesterly right-of-way line of Glades Cut-Off Road (State Road 709); thence South 44°46'03" West, along said right-of-way line, a distance of 5,430.50 feet to the POINT OF BEGINNING, St. Lucie County, Florida.

PARCEL 11:

All of Section 2, Township 37 South, Range 38 East, LESS the South one-half (S 1/2) of the South one-half (S 1/2) (except the East 100 feet lying North of Glades Cut-Off Road) AND LESS the West 1917.9 feet thereof, St. Lucie County, Florida. Containing 318.04 acres more or less.

PARCEL 12:

The West 1917.9 feet of the North three-quarters (N 3/4) of Section 2, Township 37 South, Range 38 East, St. Lucie County, Florida. Containing 180.39 acres more or less.

PARCEL 13:

The North one-half (N 1/2) of the South one-half (S 1/2) of the Southwest one-quarter (SW 1/4) of Section 2, Township 37 South, Range 38 East, St. Lucie County, Florida. Containing 39.96 acres more or less.

PARCEL 14:

The North one-half (N 1/2) of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4), of Section 3, Township 37 South, Range 38 East, St. Lucie County, Florida. Containing 20.17 acres more or less.

Total: Containing 3229.27 acres more or less.

Fee Simple as to Parcels 1 through 14.

Exhibit "B"
City Roadways

EXHIBIT B

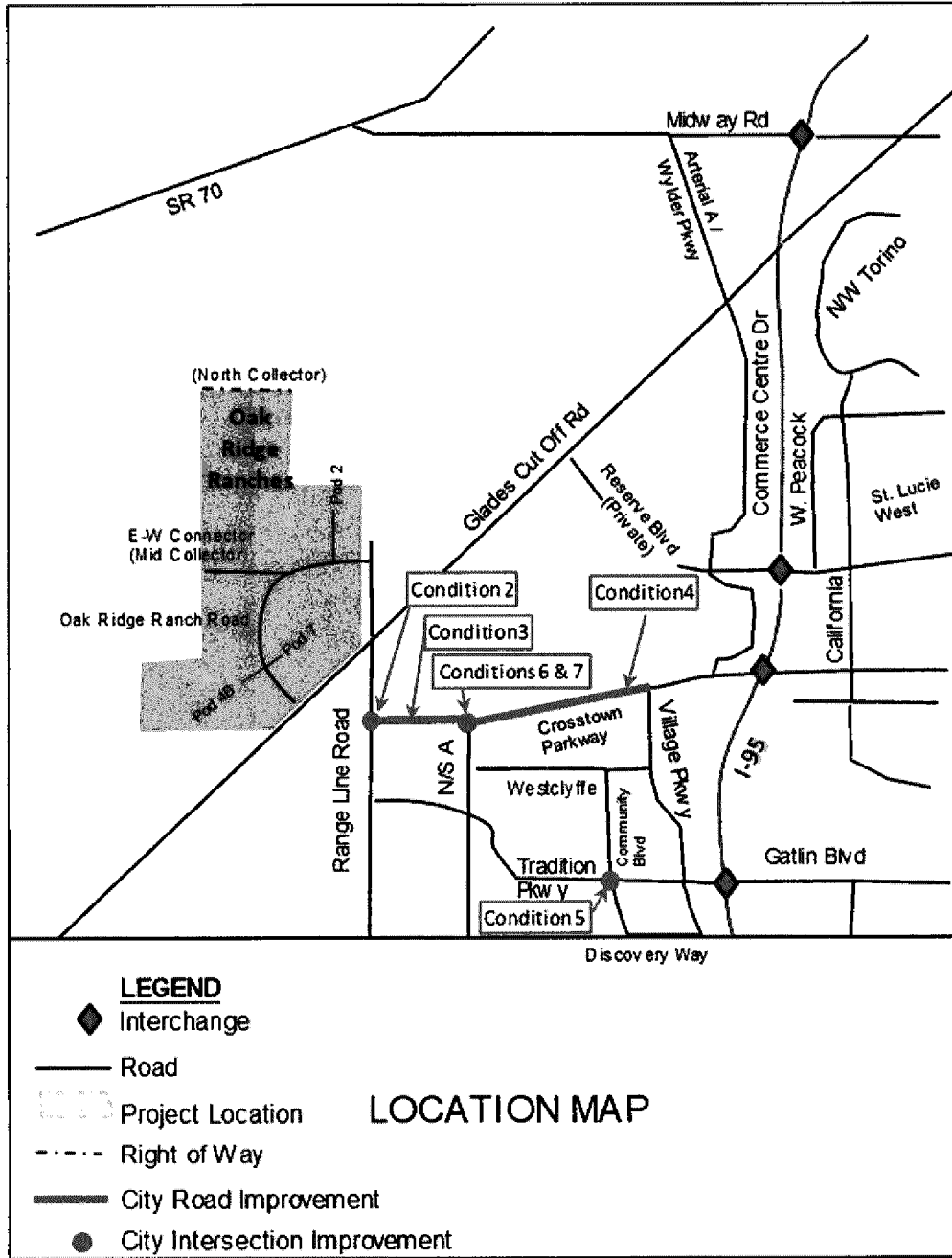


Exhibit “C”

Developer Obligations

1. The Developer shall submit a biennial traffic report. The biennial report shall be submitted to St. Lucie County Public Works Director, with a copy to the City of Port St. Lucie Public Works Director two (2) years after the anniversary date of the adoption of the PUD Development Order (October 12, 2023) and every other year thereafter and shall include the following:
 - i) A summary of development activity conducted for the prior two (2) year period;
 - ii) A cumulative tabulation of building permits issued through December 31 of the prior year;
 - iii) A calculation of cumulative net external PM peak hour trips of ii) based on the Exhibit 1 to this Exhibit C;
 - iv) A cumulative tabulation of approved development;
 - v) A calculation of cumulative net external PM peak hour trips of iv) based on Exhibit 1 to this Exhibit C;
 - vi) A one-, two- and three-year projection of anticipated net external PM peak hour trips from the development and building permits issued to the Developer; and
 - vii) An assessment of the Developer's compliance with the conditions of approval contained in the Development Order for the development undertaken.

2. No building permits shall be issued for development that cumulatively generates more than 620 net external PM peak-hour two-way trips, which the developer voluntarily accelerated from 2,169 net external PM peak-hour two-way trips identified in the traffic study, until one of the following (A or B) has occurred for the following listed improvement (i):
 - i) **Improve the intersection of Range Line Road & Crosstown Parkway with the following Geometry, including required signalization to support the expanded roadway corridor.**

Northbound Range Line Road
 One through lane
 One Shared through/right-turn lane*

| | |
|----------------------------|--------------------------|
| Southbound Range Line Road | Westbound Crosstown Pkwy |
| Two left-turn lanes* | Two left-turn lanes* |
| Two through lanes* | Two right-turn lanes* |

** New improvements to intersection. Final design within City of Port St. Lucie right of way is subject to City of Port St. Lucie review and approval. Final design within St. Lucie County right of way is subject to St. Lucie County review and approval.*

- A) Contracts have been funded and let by the Developer for the roadway improvement with security acceptable to the County, subject to review and approval by the County Attorney, shall be provided for improvements within St. Lucie County right of way. Surety acceptable to the City of Port St. Lucie, subject to review and approval by the City Attorney, shall be provided for improvements within the City of Port St. Lucie right of way; or,
- B) A local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed by the County and attached as an exhibit to the Development Order. Notwithstanding the foregoing, the Developer agrees not to exercise this option B for twelve (12) months from the Final Approvals date of this Agreement, diligently pursue, as described in paragraph 8 below, the permits for the improvements described in Section 2.i) above, and if permits are issued by the City within 12 months of the Final Approvals date of this Agreement, then this option B. shall no longer be available to the Developer.
3. No building permits shall be issued for development that cumulatively generates more than 620 net external PM peak-hour two-way trips, which the developer voluntarily accelerated from 929 net external PM peak-hour two-way trips identified in the traffic study, until one of the following (A or B) has occurred for the following listed improvement (i):
- i) **Four-lane Crosstown Parkway from Range Line Road to N/S A. The road shall be designed in accordance with City standards for pedestrian and bicycle access as shown in Exhibit 2.**
- A) Contracts have been funded and let by the Developer for the roadway improvement with security acceptable to the County, subject to review and approval by the County Attorney, shall be provided for improvements within St. Lucie County right of way. Surety acceptable to the City of Port St. Lucie, subject to review and approval by the City Attorney, shall be provided for improvements within the City of Port St. Lucie right of way; or,
- B) A local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed by the County and attached as an exhibit to the Development Order. Notwithstanding the foregoing, the Developer agrees not to exercise this option B for twelve (12) months from the Final Approvals date of this Agreement, diligently pursue, as described in paragraph 8 below, the permits for the improvements described in Section 3.i) above, and if permits are issued by the City within 12 months of the Final Approvals date of this Agreement, then this option B. shall no longer be available to the Developer.

4. No building permits shall be issued for development that cumulatively generates more than 620 net external PM peak-hour two-way trips, which the developer voluntarily accelerated from 4,028 net external PM peak-hour two-way trips identified in the traffic study, until one of the following (A or B) has occurred for the following listed improvement (i):
- i) **Four-lane Crosstown Parkway from N/S A to Village Parkway. The road shall be designed in accordance with City standards for pedestrian and bicycle access as shown in Exhibit 2.**
- A) Contracts have been funded and let by the Developer for the roadway improvement with surety acceptable to the City of Port St. Lucie, subject to the review and approval by the City Attorney; or,
 - B) A local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed by the County and attached as an exhibit to the Development Order. Notwithstanding the foregoing, the Developer agrees not to exercise this option B for twelve (12) months from the Final Approvals date of this Agreement, diligently pursue, as described in paragraph 8 below, the permits for the improvements described in Section 4.i) above, and if permits are issued by the City within 12 months of the Final Approvals date of this Agreement, then this option B. shall no longer be available to the Developer.
5. No building permits shall be issued for development that cumulatively generates more than 6,196 net external PM peak-hour two-way trips until the following A) has occurred for the following listed improvement (i):
- i) **Construct a westbound right-turn lane at the Tradition Parkway and Community Boulevard intersection, including required intersection improvements to support the expanded roadway corridor.**
- A) The Developer will make a payment in the amount of (\$45,652.00) to the City of Port St. Lucie within 90-days of non-appealable approval of the Proportionate Share Impact Fee Credit Agreement with the County by the County.
6. No building permits shall be issued for development that cumulatively generates more than 620 net external PM peak-hour two-way trips, which the developer voluntarily accelerated from 5,326 net external PM peak-hour two-way trips identified in the traffic study until the following (A or B) has occurred for the following listed improvement (i):
- i) **Construct a 2nd northbound left-turn lane at the Crosstown Parkway & I-95 North Ramps, including required intersection improvements and signalization to support the expanded roadway corridor.**

- A) Contracts have been funded and let by the Developer for the intersection improvements described in Condition 7 as an alternative mitigation for the improvement described in Condition 6.i), pursuant to the Proportionate Share Impact Fee Credit Agreement with the County by the County. Surety acceptable to the City of Port St. Lucie, subject to the review and approval by the City Attorney; or
- B) A local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed by the County and attached as an exhibit to the Development Order. Notwithstanding the foregoing, the Developer agrees not to exercise this option B for twelve (12) months from the Final Approvals date of this Agreement, diligently pursue, as described in paragraph 8 below, the permits for the improvements described in Section 6.i) above, and if permits are issued by the City within 12 months of the Final Approvals date of this Agreement, then this option B. shall no longer be available to the Developer.

7. No building permits shall be issued for development that cumulatively generates more than 620 net external PM peak-hour two-way trips, which the Developer voluntarily accelerated, until one of the following (A or B) has occurred for the following listed improvement (i) regardless of warranting volumes. The Developer shall signalize and construct intersection geometry as follows:

- i) N/S A and Crosstown Parkway

| | |
|---------------------|-----------------------------|
| | Eastbound Crosstown Parkway |
| | One left-turn lane |
| | Two through lanes |
| Southbound N/S A | Westbound Crosstown Parkway |
| One left-turn lane | One U-turn lane |
| One right-turn lane | Two through lanes |

Construction of the signalization and intersection improvements identified in 7i shall satisfy Condition 6 and 7.

- A. Contracts have been funded and let by the Developer for the installation of the traffic signal and applicable intersection improvements including appropriate lane geometry, signalization, pavement markings, signage, lighting, and associated improvements roadway improvement with surety acceptable to the City of Port St. Lucie; or
- B. A local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed by the County and attached as an exhibit to the Development Order. Notwithstanding the foregoing, the Developer

agrees not to exercise this option B for twelve (12) months from the Final Approvals date of this Agreement, diligently pursue, as described in paragraph 8 below, the permits for the improvements described in Section 7.i) above, and if permits are issued by the City within 12 months of the Final Approvals date of this Agreement, then this option B. shall no longer be available to the Developer.

8. Construction Plans and Permit Applications. Within one hundred twenty (120) days following the Final Approvals date, Developer shall furnish to the City and South Florida Water Managements District (the "District") a 60% complete set of design and construction drawings, plans and specifications (the "60% Construction Plans") for the City Roadway. The City shall review and provide comments of the 60% Construction Plans within twenty-one (21) days of receipt. Within thirty (30) days of receipt of the City comments on the 60% Construction Plans, Developer shall furnish to the City a 100% complete set of design and construction drawings, plans, and specifications (100% Construction Plans). The City shall review and provide approval and comments on the 100% Construction Plans within twenty-one (21) days of receipt. Within fifteen (15) days of receipt of City comments on the 100% Construction Plans Developer shall furnish to the City a corrected set of 100% Plans for permit issuance, a copy of the District permit, and a final subdivision plat for the road right of way for processing of approval by the City Council. The City shall issue its engineering and utility permits for the corrected 100% Construction Plans within seven (7) days of receipt, subject to delay by force majeure events (as hereinafter defined). Such drawings, plans, and specifications, and the construction of the City Roadways, shall be in accordance with all applicable laws, rules, and regulations, and shall be in compliance with all FHWA/FDOT design criteria. The 100% Construction Plans shall provide for the City Roadways drainage, treatment and ultimate positive discharge of stormwater as required by the City and the District.

Trip Generation/Pass-By Rates and Equations

Exhibit 1

For purposes of calculating trips for Oak Ridge Ranch, the formulas below shall be used for each use. If a use in Oak Ridge Ranch is not shown below, the most similar use in the below table shall be used for the purposes of trip generation. Internal capture will utilize the agreed upon internal capture rates between uses as shown in Table 2.

Table 1. Trip Generation and Pass-by Rates
Oak Ridge Ranches
Trip Generation/Pass-By Rates and Equations

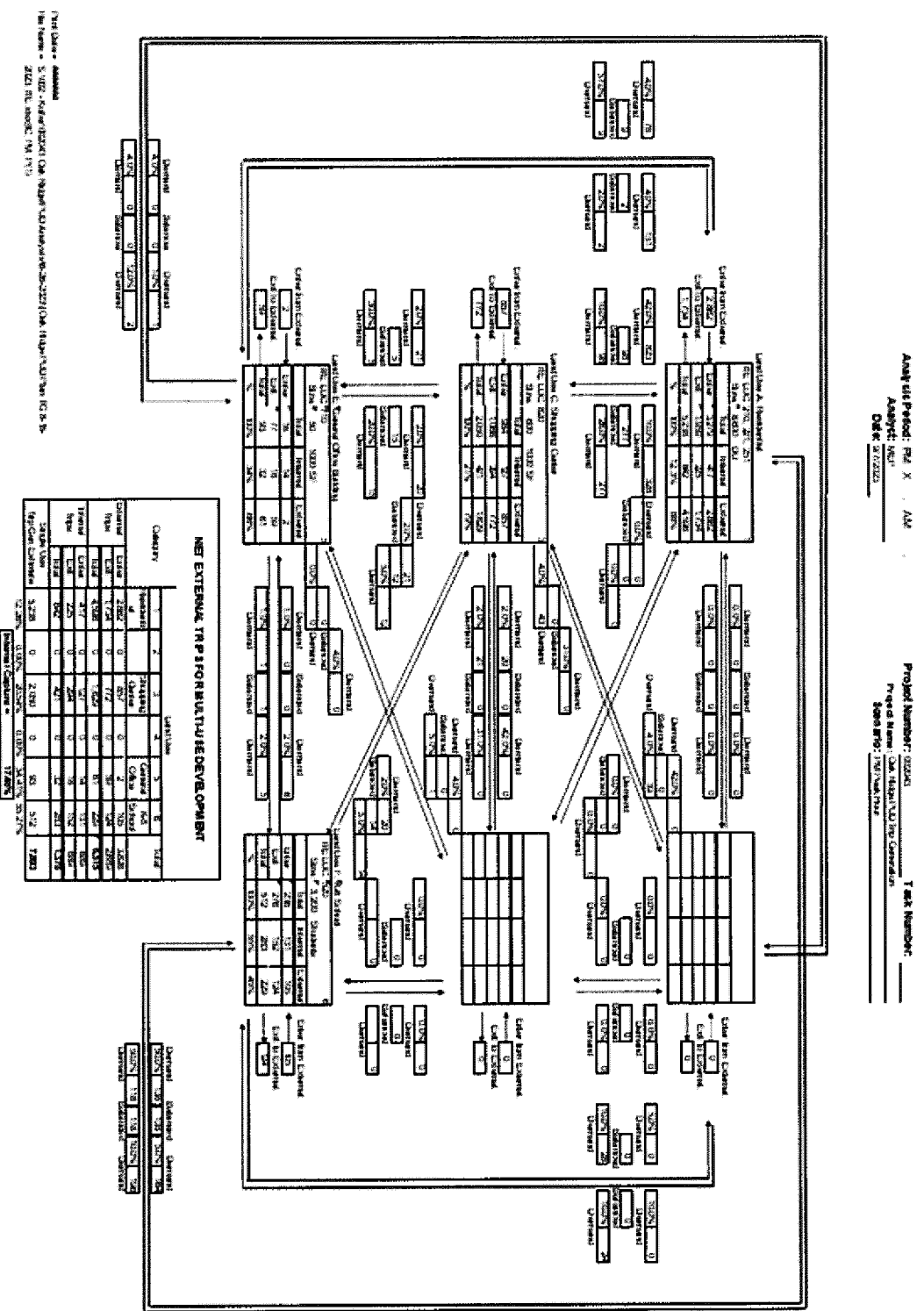
| PM PEAK HOUR TRIP GENERATION RATES AND EQUATIONS: | | | | |
|---|-----|----------|----------|--|
| Land Use | | ITE Code | Unit | Trip Generation Rate/Equation |
| Single-Family Residential | (2) | [210] | d.u. | $\ln(T) = 0.94 \ln(X) + 0.27$; (63% in) |
| Multi-Family Residential | (2) | [221] | d.u. | $T = 0.39(X) + 0.34$; (61% in) |
| Age-Restricted Single-Family | (2) | [251] | d.u. | $\ln(T) = 0.78 \ln(X) + 0.20$; (61% in) |
| Age-Restricted Multi-Family | (2) | [252] | d.u. | $T = 0.25(X) + 0.07$; (56% in) |
| Retail/restaurant/commercial | | [820] | s.f. | $\ln(T) = 0.72 \ln(X) + 3.02$; (48% in) |
| Office | (1) | [710] | s.f. | $\ln(T) = 0.83 \ln(X) + 1.29$; (17% in) |
| Industrial | (1) | [130] | s.f. | $T = 0.34(X)$; (22% in) |
| Warehouse | (1) | [150] | s.f. | $T = 0.12(x) + 26.48$; (28% in) |
| Self Storage | (1) | [151] | s.f. | $T = 0.15*(X)$; (47% in) |
| K-8 School | | [520] | students | $T = 0.16*(X)$; (46% in) |
| Assisted Living Facility | (2) | [254] | beds | $T = 0.24*(X)$; (39% in) |

Notes:

- (1) Will be Counted as Office Uses for purposes of Internal Capture
- (2) Will be counted as residential uses for purposes of Internal capture

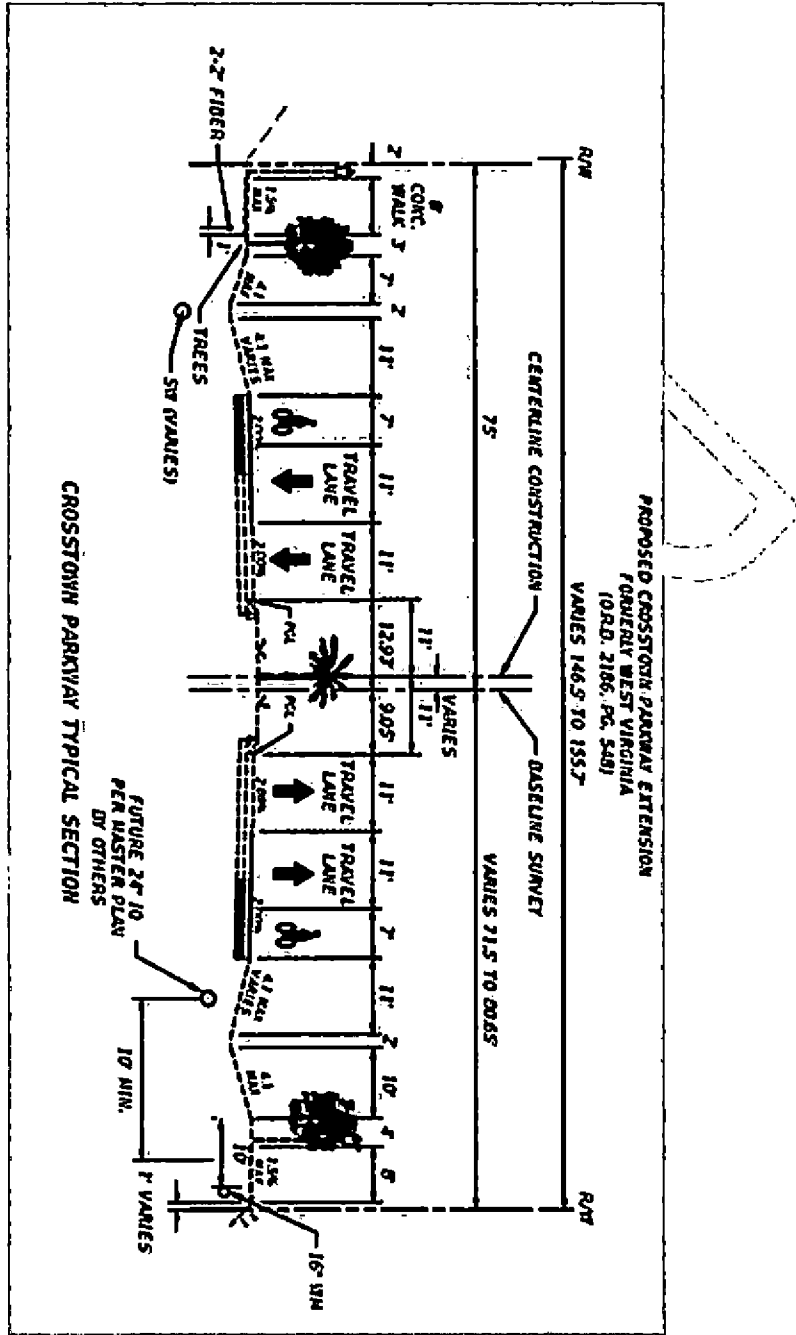
| PASS-BY CAPTURE PERCENTAGES | |
|---|---|
| Commercial Retail | LESSER OF 19% PASS-BY OR 10% OF ADJACENT STREET TRAFFIC |
| <p>Notes: The applicable pass-by percentage identified in the table above shall be applied to the external retail trips. External trips are equal to the gross trips minus an applicable internal capture.</p> | |

Table 2. Internal Capture Rates between Uses



Net External Trips Formulation Data
 Net External Trips Formulation Data
 Net External Trips Formulation Data

Analysis Period: FY 2000
 Project Number: 2000
 Project Name: San Joaquin River
 Date: 1/2/2000



Crossstown Parkway Typical Section

Exhibit 2