

This Instrument Prepared By:
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GrayRobinson, P.A.
1404 Dean St., Suite 300
Fort Myers, FL 33901

FOURTH AMENDMENT TO
AGREEMENT FOR PURCHASE AND DEVELOPMENT
OF FISHERMAN’S WHARF

THIS FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND DEVELOPMENT OF FISHERMAN’S WHARF (this “**Amendment**”) is made and entered into as of the day of September , 2023 (the “**Effective Date**”), by and between PIERCE 1 MARINA, LLC, a Florida limited liability company (“**Pierce**”), whose mailing address is 100 South Second Street, Suite 202, Fort Pierce, Florida 34950, the CITY OF FORT PIERCE, a Florida municipal corporation (the “**City of Fort Pierce**”), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, Florida 34950, and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the “**FPRA**”) (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the “**City**”).

WITNESSETH:

WHEREAS, Pierce, the City of Fort Pierce, and FPRA (the “**Parties**”) entered into that certain Agreement for Purchase and Development of Fisherman’s Wharf, dated August 16, 2021 and recorded on August 25, 2021, in Official Records Book 4673, Page 765, of the Public Records of St. Lucie County, Florida, as amended by that certain First Amendment to Agreement for Purchase and Development of Fisherman’s Wharf, dated March 21, 2022 and recorded on March 25, 2022 in Official Records Book 4797, Page 2018, of the Public Records of St. Lucie County, Florida, as further amended by that certain Second Amendment to Agreement for Purchase and Development of Fisherman’s Wharf, dated August 16, 2022, and recorded on September 20, 2022 in Official Records Book 4891, Page 1231, of the Public Records of St. Lucie County, Florida, and as further amended by that certain Third Amendment to Agreement for Purchase and Development of Fisherman’s Wharf, dated March 14, 2023, and recorded on March 24, 2023 in the Official Records Book 4965, Page 2426, of the Public Records of St. Lucie County (collectively, the “**Agreement**”); and

WHEREAS, the Parties hereto desire to extend and toll by twelve (12) months all time periods provided for in the Agreement.

NOW, THEREFORE, the undersigned Parties to the Agreement do hereby amend the Agreement as set forth herein.

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference and made a part of this Amendment as if fully set forth herein.

2. Extension of Contractual Time Periods. Notwithstanding any conflicting language set forth in the Agreement, the Parties hereto agree that all time periods set forth in the Agreement shall be extended and tolled for a period of twelve (12) months from the Effective Date of this Amendment.
3. Extension of Any Expired Time Periods. The Parties understand that there could be certain time periods set forth in the Agreement and any amendments thereto which may have expired as of the Effective Date of this Amendment. Notwithstanding any conflicting language set forth in the Agreement, the parties agree to extend and toll any potential expired time periods for a period of twelve (12) months from the Effective Date of this Amendment. In addition, notwithstanding the dates in which the Amendment has been executed, the Parties agree that this Amendment is deemed nunc pro tunc to September 1, 2023, which date shall serve as the Effective Date.
4. Early Termination of Extension. Pierce, in its sole discretion, may terminate the time for extensions and tolling provided in this Amendment. at any time after providing ninety (90) days' notice to the City by certified mail.
5. No Further Amendments to Agreement. Except as specifically modified and amended thereby, the Agreement shall remain in full force and effect.
6. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

“Pierce”

WITNESSES:

Pearlita Johnson
Print Name: Pearlita Johnson

Elizabeth Wolford
Print Name: Elizabeth Wolford

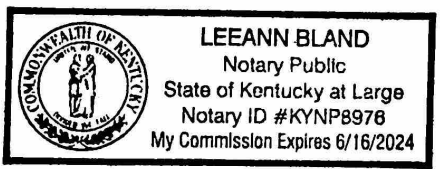
PIERCE 1 MARINA, LLC, a Florida limited liability company

By: C.M. Shelli
Print Name: Christopher Shelli
Title: Member

STATE OF FLORIDA
COUNTY OF St. Lucie / Kentucky Woodford Co.

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 22nd day of August, 2023, by Christopher M. Shelli, as Member of PIERCE 1 MARINA, LLC, a Florida limited liability company. Said person did not take an oath and [] is personally known to me, or [] produced New York State as identification.

(Seal)



DL
Leeann Bland
Notary Public, State of Florida Kentucky
Print Name: Leeann Bland
Commission #: KYNP8976
My Commission Expires: 6-16-24

WITNESSES:

Print Name: _____

Print Name: _____

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
Sara Hedges, Interim City Attorney

“City of Fort Pierce”

CITY OF FORT PIERCE, a Florida
municipal corporation

By: _____
Linda Hudson, Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by _____, as _____ of CITY OF FORT PIERCE a Florida municipal corporation. Said person did not take an oath and [] is personally known to me, or [] produced _____ as identification.

(Seal)

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

“FPRA”

WITNESSES:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

Print Name: _____

By: _____
Linda Hudson, Chairwoman

Print Name: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Sara Hedges, Interim City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by _____, as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and [] is personally known to me, or [] produced _____ as identification.

(Seal)

Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____