

PREPARED BY AND RETURN TO:  
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Gunster, Yoakley & Stewart, PA  
800 SE Monterey Commons Blvd, Suite 200  
Stuart, FL 34996

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**AMENDMENT TO DEED OF CONSERVATION EASEMENT  
FOR NEWFIELD OPEN SPACE**

**THIS AMENDMENT TO DEED OF CONSERVATION EASEMENT FOR NEWFIELD OPEN SPACE** (the “Amendment”) is made this \_\_\_ day of \_\_\_, 2026 by **MATTAMY PALM BEACH, LLC**, a Delaware limited liability company (the “Grantor”), whose address is 4901 Vineland Road, Suite 450, Orlando, FL 32811, to **MARTIN COUNTY**, a political subdivision of the State of Florida (the “County”), whose mailing address is 2401 SE Monterey Road, Stuart, FL 34996. As used herein, the term “Grantor” shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property” (as hereinafter defined) and the term “County” shall include any successor or assignee of County.

**WITNESSETH**

**WHEREAS**, on or about March 5, 2024, by that certain Deed of Conservation Easement for Newfield Open Space recorded at Official Records Book 3442, Page 2548, Public Records of Martin County, Florida (the “Easement Agreement”), Grantor’s predecessor in interest, MAM US LLC, subjected that certain real property described in Exhibit B of the Easement Agreement (hereafter, the “Original Open Space Easement Area”) to the terms and conditions set forth in the Easement Agreement; and

**WHEREAS**, Grantor has succeeded to the interest of MAM US LLC and is the developer of the Project (subsequently defined) under development; and

**WHEREAS**, in the course of developing the project currently known as Newfield (interchangeably, the “Project” or “Newfield”), Grantor recognized that certain real property subject to the Easement Agreement is of lower environmental quality than alternative, larger parcels of higher environmental quality that are not currently subject to the Easement Agreement or other mechanism of preservation, and the Parties now intend to utilize the real property of lower quality for necessary improvements while subjecting the larger property of higher environmental value to the Easement Agreement; and

**WHEREAS**, in the course of developing the Project, Grantor recognized that certain real property not intended to be conservation land subject to an easement for open space was erroneously included within the Original Open Space Easement Area and the Parties now intend to correct said error; and

**WHEREAS**, the alignment and location of SW 84<sup>th</sup> Ave was not final at the time of the Easement Agreement, and its alignment has been adjusted over time to avoid impacts to wetlands, and the Parties now wish to amend the Original Open Space Easement Area to correctly reflect the SW 84<sup>th</sup> Ave right of way alignment and location.

**WHEREAS**, Grantor and County now wish to amend the Easement Agreement to amend and properly identify the real property that is subject to the Easement Agreement, and to terminate the Easement Agreement as to certain real property, and to make such additional corrections as are described herein.

**NOW, THEREFORE**, in consideration of the foregoing, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into and made a part of this Amendment.
2. **Deletion of Erroneous Text**.
  - a. The first “WHEREAS” clause at the top of page two (2) of the Easement Agreement was included in the Easement Agreement in error, is incorrect, and is hereby deleted in its entirety, signified below by ~~strikethrough text~~, as follows:

~~**WHEREAS**, on March 4, 2021, Grantor recorded in Official Records Book 3203, Page 1502, Public Records of Martin County, Florida, that areas within the PAMP II boundary that are not wetlands and wetland buffers are established for the preservation of Open Space Easement Area; and~~

- b. Exhibit B of the Easement Agreement improperly includes references “PAMP 2” in text and graphics throughout, and all such references to PAMP 2 on Exhibit B were included in error and are incorrect, and are hereby stricken and deleted by this Amendment.
3. **Removed Real Property**. The parties hereby amend Exhibit B of the Easement Agreement to remove the real property described and depicted on the attached **Composite Exhibit “1,”** made a part hereof by this reference, from the Original Open Space Easement Area (the “Removed Real Property”). With the intent of clearly identifying the real property removed from the Original Open Space Easement Area and released from the terms of the Easement Agreement by this Amendment, the parties agree that the Easement Agreement is hereby terminated and released of record as to the Removed Real Property, such that the Easement Agreement is of no further force and effect as to the Removed Real Property and the Removed Real Property is free and clear of the Easement Agreement and no longer encumbered by the restrictions, covenants, rights, and obligations set forth therein.
4. **Replacement Real Property**. The parties hereby further amend Exhibit B of the Easement Agreement to add and include the real property described and depicted on the attached

**Composite Exhibit “2,”** made a part hereof by this reference, to the Original Open Space Easement Area (the “Replacement Real Property”). The parties agree that the Replacement Real Property is hereafter subject to and encumbered by the Easement Agreement and the restrictions, covenants, rights, and obligations set forth therein.

5. **Increased Open Space and Quality.** By this Amendment, Grantor delivers to County for preservation as open space in accordance with the terms of the Easement Agreement, an additional 11.36 acres of conservation land, in that the acreage of the Removed Real Property equals 21.99 acres, and the acreage of the Replacement Real Property equals 33.35 acres. Additionally, the habitat quality of the Replacement Real Property is superior to the Removed Real Property, and the Replacement Real Property is located adjacent to existing designated native preserve areas, providing for an expected net environmental/natural resource functional gain as compared to the Removed Real Property.
6. **Ratification and Recording.** Except as modified hereby, the terms and conditions of the Easement Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment and those of the Easement Agreement, the terms of this Amendment shall govern. This Amendment shall be recorded in the Official Records of Martin County, Florida.
7. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute one and the same agreement.

**REMAINDER OF PAGE BLANK**  
**SIGNATURE PAGES FOLLOW**

**IN WITNESS WHEREOF**, Grantor and County have executed this Easement Agreement as of the date first above written.

Signed, sealed and delivered in our presence:

**GRANTOR:**

**MATTAMY PALM BEACH LLC**, a Delaware limited liability company

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

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

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

Title: \_\_\_\_\_

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

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of MATTAMY PALM BEACH LLC, a Delaware limited liability company, who  is personally known to me or  has produced \_\_\_\_\_ as identification on behalf of said company.

(NOTARIAL SEAL)

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

**COUNTY**

ATTEST

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
CAROLYN TIMMANN  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

By: \_\_\_\_\_  
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

(COMMISSION SEAL)

\_\_\_\_\_  
ELYSSE A. ELDER  
COUNTY ATTORNEY

**COMPOSITE EXHIBIT "1"**  
**REMOVED REAL PROPERTY SKETCHES AND LEGAL DESCRIPTIONS**

**COMPOSITE EXHIBIT "2"**  
**REPLACEMENT REAL PROPERTY SKETCHES AND LEGAL DESCRIPTIONS**