

WARRANTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Sundance Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, Florida 33410 (Developer), warrants to the City of Port St. Lucie (City) that the Transferred Improvements (as defined in the Bill of Sale Absolute executed by Developer and delivered to City) as shown in the approved Construction Plans and Specifications for Becker Road at Wilson Grove (from: N/S B Road to Range Line Road) under permit number P23-067, are free from any defect, whether patent or latent, in design, manufacture, construction, workmanship, and materials. The Developer agrees to indemnify and hold City harmless from any claim, loss, damage, or other expense whatsoever, including attorney's fees, that City may suffer as a result of the failure of the Transferred Improvements to be as warranted. This warranty shall expire twelve (12) months from the date all Transferred Improvements are completed and turned over to the City. Additionally, the segment of storm drainage pipe located on the north side of road at station No.102+00 or between S-62 & S-63 shall continue to be warranted for an additional 12 months immediately after the initial 12 month period.

In the event any defect, malfunction, or failure, not caused by City's misuse or damage, occurs during the warranty period, the Developer will correct the defect, malfunction, or failure without any expense, cost, or charge to City. Such correction will consist of repair to the defective item to make it operational, or if such item cannot be repaired or it is not commercially practicable to do so, then at the Developer's option, the item may be replaced. If, after ten (10) days' written notice, the Developer fails to proceed promptly to comply with the terms of this warranty, City may have the defect, malfunction, or failure corrected and the Developer will be liable for all expenses incurred.

The warranty set forth herein is cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law. Nothing herein shall relieve the Developer of responsibility to third parties for negligence or for any defect in design, manufacture, construction, workmanship, and materials as otherwise provided by law.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this 25TH day of OCTOBER 2024.

[Signature page to follow.]

BY: [Signature]

Sundance Community Development District

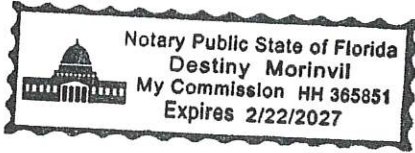
By: [Signature]

Affiant Name: Alex Akel
Affiant Title: Chair

STATE OF FLORIDA

COUNTY OF palm beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 25th day of October 2024, by Alex Akel, as Chair of Sundance CDD, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He is personally known to me.



[Signature]
Signature

Destiny Morinvil
Printed Name

Notary Public, State of Florida

ACCEPTANCE OF WARRANTY

The above Warranty is hereby accepted this _____ day of _____.

Attest: CITY OF PORT ST. LUCIE

Print Name: _____ Title _____ By: _____ Title _____

(Seal)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____ 2024, by _____ He/She is personally known to me, or has produced _____ as identification and did not take an oath.

Signature

Printed Name

Notary Public, State of Florida