

**Parks Impact Fee Credit
Agreement
(Tradition Regional Park)**

THIS AGREEMENT, made this _____ day of _____, 2024, between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter called the “**County**”, and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter called the “**City**” and **Mattamy Palm Beach, LLC** hereinafter called “**Mattamy**”.

WITNESSETH

WHEREAS, the County adopted a parks impact fee ordinance contained in Chapter 24, Article VI, of the St. Lucie County Code (“**Ordinance**”), and pursuant to the Ordinance, the County has implemented and collected a Parks Impact Fee in all areas of the County, including the City; and,

WHEREAS, the purpose of the Parks Impact Fee is to ensure that new development bears a proportional share of the cost of capital expenditures necessary to provide parks in the County that adequately serve the needs of all county residents, including county residents residing within the City municipal boundaries, as contemplated in the County comprehensive plan; and,

WHEREAS, the County and the City entered into a Parks Impact Fees Interlocal Agreement, in November 2022 and recorded in the public records in OR Book 4920, Page 880-907, which provides that in the event the County determines to allocate County park impact fees to a City park project that a separate funding agreement is required; and,

WHEREAS, the County and the City Parks Impact Fees Interlocal Agreement provides that in the event the County financially contributes to the Tradition Regional Park that park plaques or other like park identification with respect to the Tradition Regional Park shall include the County’s seal; and,

WHEREAS, Mattamy is developing Phase I of a regional park facility to serve the needs of future County and City residents generated by new residential construction district at a location identified in Exhibit “1” known as “**Tradition Regional Park**”; and,

WHEREAS, Mattamy and the City have requested that, pursuant to Section 24-175 of the Ordinance, the County provide Parks Impact Fee credits to Mattamy to assist in the construction and development of Tradition Regional Park for certain proposed “**Creditable Improvements**” identified in Exhibit “2” attached hereto, and Mattamy has represented to the County that use of Parks Impact Fee credits are authorized for the design, permitting and construction of the Creditable Improvements under Section 24-175 of the Ordinance; and,

WHEREAS, the County is willing to enter into this Agreement with Mattamy and the City to grant County Parks Impact Fee Credits to assist Mattamy and the City in funding the construction and development of Tradition Regional Park for use by County and City residents.

WHEREAS, , section 163.31801(7) (2023), Florida Statutes, provides in relevant part as follows with respect to impact fee credits (the “Impact Fee Credit Law”) and applies to the Credits:

If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

NOW, THEREFORE, in consideration of their mutual promises made herein, the parties agree as follows:

Section 1. Incorporation by Reference.

The above recitals are true and correct, and together with the exhibits attached hereto, are made a part of this Agreement by reference.

Section 2. Tradition Regional Park

In 2020, a conceptual master plan for the Tradition Regional Park site was developed. This concept was approved by City of Port St. Lucie Council on April 19, 2021. Amenities planned to be constructed in Phase 1 include: four lighted baseball fields with synthetic turf, one lighted multipurpose/soccer field with synthetic turf, three unlight sodded with Bermuda grass and irrigation system multipurpose/soccer practice fields, and an All-Wheel Inclusive USA BMX Track facility. Support facilities such as parking, restrooms, concessions, and a maintenance building for these amenities will also be included in the Phase 1 construction. Mattamy will be developing the athletic fields and the City has a separate agreement with BMX for the development of the All-Wheel Inclusive USA BMX Track facility.

The County is willing to enter into this Agreement with Mattamy and the City to grant Parks Impact Fee credits to assist Mattamy and the City in funding the construction and development of Creditable Improvements in the Tradition Regional Park. The Tradition Regional Park entrance sign and Park Rules sign shall include the County’s seal, in accordance with the November 2022 Parks Impact Fees Interlocal Agreement between the County and City. The ultimate design of the City signage will be at the City’s sole discretion. In consideration of the County’s commitment to

grant Parks Impact Fee credits as set out herein, the City agrees all residents of the County will be able to use and enjoy Tradition Regional Park on the same basis and costs as residents of the City.

The City also agrees that the St. Lucie County Parks & Recreation staff shall have the eligibility to use the Tradition Regional Park facilities up to 12 days a year at no cost to the County (projected to be one day per month) for community events and recreational programming available to County and City residents. The programming may include a variety of community events and youth recreational programs, such as Rec’N’Roll, Kick, Punt and Pass Challenge, Family Kickball Tournaments, Movie in the Park, Art in the Park, Introduction to Sports Clinic, and other similar family and youth recreational activities. The County will schedule said events with the City no more than thirteen (13) months in advance and no less than thirty (30) days in advance, based on the City’s availability, and identify the specific facility/amenity to be utilized (for example: athletic field, pavilion, community center, open space). Notwithstanding the foregoing, the BMX component of the Tradition Regional Park facilities is excluded from this provision because the BMX component of the Tradition Regional Park facilities is programed by the sanctioning body, USA BMX (or successor assigns of said sanctioning body), and will only be available to the public when not in use by sanctioned events. However, the City will use its best efforts to accommodate County requests to utilize the BMX component of the Tradition Regional Park facilities. The City and County agree to meet and discuss the County’s Park & Recreation staffs continued utilization of the Tradition Regional Park facilities for up to 12 days a year, after twenty years from execution of this agreement, based on use needs at that time.

Section 3. St. Lucie County Park Master Plan

In January 2022, the St. Lucie County Board of County Commissioners adopted a Park Master Plan establishing a 10-year plan which comprehensively examined the County’s current parks and recreation assets’ ability to meet the needs of the County. The Park Master Plan outlines the top priorities for investment for recreational facilities and steps needed to close the gaps between current capabilities and future needs. The proposed amenities within Phase 1 of the Tradition Regional Park site are not identified as high priority in the Master Plan. The Creditable Improvements and mountain biking tracks/BMX parks are identified as medium priority.

Section 4. Issuance of Park Impact Fee Credits and Receipt

Mattamy shall be entitled to credits against St. Lucie County Park Impact Fees (“**Park Impact Fee Credits**”) in the total amount of **\$2,750,000.00** (expressed in year 2024 dollars) based on the sum of the cost estimates set forth in Exhibit “3” for design, permitting and construction of the Creditable Improvements (each a “**Base Credit**”), less a deduction of **\$680,826.82** for County Park Impact Fee Credits previously granted to Mattamy so that the net credits available to Mattamy is **\$2,069,173.18**.

The County and Mattamy agree that no Park Impact Fee Credits will be issued prior to the completion of the Creditable Improvement. St. Lucie County and Mattamy agree that the amount of the park impact fees previously granted to Mattamy shall be applied first for Creditable Improvements before any additional credits are applied. Upon Mattamy providing documentation to St. Lucie County confirming that a particular component of a Creditable Improvement has been completed and accepted by the City, St. Lucie County shall issue a credit receipt confirming the Park Impact Fee Credit (“**Credit Receipt**”). The City shall be copied on all Credit Receipts for Creditable Improvements and documentation to St. Lucie County regarding completion and acceptance of Creditable Improvements. St. Lucie County shall provide to Mattamy by email an acceptance letter (“**Acceptance Letter**”) within ten (10) business days following an approved final inspection of construction for each Creditable Improvement or component thereof.

Credit Value. Pursuant to s. 163.31801(5), Fla. Stat. (2023), the holder of a Credit Receipt or assignee thereof shall be entitled to the full benefit of density or intensity based on St. Lucie County’s Park Impact Fee rates in effect when each component is completed.

Section 5. Limitation of Park Impact Fee Credits.

Park Impact Fee Credits may be applied only against Park Impact Fees and shall not be transferable as a credit against other impact fees imposed for purposes other than parks.

Section 6. Use of Park Impact Fee Credits.

Upon Mattamy or an assignee, including those assignees referenced in Section 7, utilizing Park Impact Fee Credits from a Credit Receipt as referenced in Section 4, St. Lucie County shall provide a receipt confirming the amount of Park Impact Fee Credit utilized for the permitted development based on the requirements of Section 4. This shall be referred to as a “**User Receipt**”. St. Lucie County shall maintain a separate account for each Credit Receipt documenting the Park Impact Fee Credit specified on the Credit Receipt, accounting for all User Receipts issued by the County and confirming the amount of unused Park Impact Fee Credits remaining for each Credit Receipt. The County shall provide its accounting record upon request by Mattamy or the City. Mattamy shall maintain a ledger of all Park Impact Fee Credits utilized or assigned and, upon request from the County or the City, shall provide the County or the City with a copy of its ledger. Mattamy shall maintain a similar ledger tracking use and assignment of Park Impact Fee Credits granted by the City and shall provide a copy to the County upon request.

Section 7. Transferability and Assignability of Park Impact Fee Credits.

Pursuant to §163.31801(10), Fla. Stat. (2023), Park Impact Fee Credits are assignable and transferable at any time after establishment from one development or parcel to any other located within the same impact fee zone as the Property, as referenced by St. Lucie County Code Section 24-178, or that is within an adjoining impact fee zone within St. Lucie County that receives benefits from one or more of the Creditable Improvements specified in Section 2 of this Agreement. If a Park Impact Fee Credit is proposed for use in an adjoining impact fee zone, Mattamy shall provide notice by certified mail to the St. Lucie County Administrator no less than ten (10) business days, as documented by courier receipt, prior to execution of an assignment of said Park Impact Fee Credit, and the St. Lucie County Administrator or designee shall confirm in writing within five (5) business days, as documented by courier receipt, following receipt of the notice whether the County objects to the use of the Park Impact Fee Credit based on compliance with statutory requirements. If the County does not provide a response, the use of the Park Impact Fee Credit in the adjoining impact fee zone shall be deemed acceptable. If the County objects, the Parties shall meet in a good faith effort to resolve the objection. Mattamy shall provide documentation to the County of an executed assignment of Park Impact Fee Credits to an assignee for transfer and use on a parcel other than the Property. Mattamy shall reserve sufficient Park Impact Fee Credits to support development with the Property.

Section 8. Community Development District.

A homeowner's lot will not be subject to CDD debt assessments to repay the CDD's direct financing of the costs of one or more of the Creditable Improvements (as evidenced by the CDD Engineer's Report associated with such CDD bond issuance), unless the homeowner's lot so assessed receives the benefit of any Park Impact Fee Credit granted for such costs without charge.

Section 9. Semi-Annual Reports.

Mattamy shall provide the County and City a semi-annual report indicating work completed and the amount of funds expended. The initial report shall be delivered to the County Administrator and City Manager or their designee on or before June 1, 2024, and continue on each June 1 and December 1 of every year thereafter through the completion of the project.

Section 10. Project Completion Date; Termination.

Mattamy agrees to complete capital improvements to Tradition Regional Park Phase 1 by **December 31, 2025**. This project completion provision shall survive the termination of this Agreement.

Section 11.1 Events of Default; Notices of Default; Right to Cure.

The occurrence of any of the following events shall constitute an “Event of Default” under the Agreement:

- a. Mattamy’s failure to complete the capital Creditable Improvements to Tradition Regional Park Phase 1 by December 31, 2025, unless such date is extended as provided for elsewhere in this Agreement or by the mutual agreement of the parties ;
- b. County’s failure to grant Mattamy credits against park impact fees as provided in this Agreement;
- c. City’s failure to provide signage and allow the County and its residents to use the Tradition Regional Park facilities as provided in this Agreement.

In the Event of a Default any non-defaulting party may provide a “Notice of Default” to the Defaulting Party in writing specifying the nature of the Default. Upon receipt of the Notice of Default, the Defaulting Party shall have ten days to cure the Default. The Defaulting Party shall not be in Default after the end of the ten day period if the Default cannot be reasonably cured within the ten day period and the Defaulting Party commences a cure of the Default within the ten day period and diligently pursues the cure to completion thereafter and completes the cure within a period of forty-five days from the date of the Notice of Default.

Section 11.2 Remedies.

In the event of the occurrence of any of Events of Default set out above, the non-defaulting party may exercise the following options or remedies:

- a. In the event of a default by Mattamy of its obligations set out in Section 11.1a above and a failure to cure the Default, the City or the County may terminate this Agreement.
- b. In the event of a Default by the County of its obligations set out in Section 11.1b above and a failure by the County to cure the Default, the City or Mattamy may sue the County for specific performance of the County’s obligations under this Agreement.
- c. In the event of a Default by the City of its obligations set out in Section 11.1c above and a failure by the City to cure the Default, the County or Mattamy may sue the City for specific performance of the City’s obligations under this Agreement.

Section 12. Right of Audit; Reimbursement.

Mattamy gives the County the right, until the expiration of three (3) years after use of Park Impact Fee Credits under this Agreement, to audit the use of the park impact fee credit. Upon

reasonable demand, the County shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Mattamy involving transactions related to use of Park Impact Fee Credits. All required records shall be maintained until an audit is completed and all questions arising there from are resolved, or until the expiration of three (3) years after use of Park Impact Fee Credits. In the event an audit determines that Mattamy used the County's Park Impact Fee in violation of this Agreement, Mattamy agrees to reimburse the County for the amount of the funds improperly used within 30 days of demand by the County.

Section 13. Indemnity.

Mattamy is responsible for ensuring that Park Impact Fee Credits are used in accordance with Florida Law. To the extent allowed by law, Mattamy agrees to fully indemnify and hold harmless the County and the City, their officers, employees, and agents of and from all liabilities, damages, claims, recoveries, costs and expenses in any way arising out of the receipt or expenditures of these Park Impact Fee Credits by Mattamy.

Section 14. Compliance with Law; Permits.

Mattamy agrees to comply with all permitting, local, state and federal laws, rules and regulations. Mattamy shall obtain all required state and federal permits related to wetlands and wildlife habitat.

Section 15. Notice.

Any notice shall be in writing and sent registered or certified mail, postage and charges prepaid, and addressed to the parties at the following address:

County:	St. Lucie County Administrator Admin Annex, 3 rd Floor 2300 Virginia Avenue Fort Pierce, Florida 34982	Copy to:	St. Lucie County Attorney Admin Annex, 3 rd Floor 2300 Virginia Avenue Fort Pierce, Florida 34982
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City:	City Manager City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	Copy to:	City Attorney City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984
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Mattamy:	Mattamy Palm Beach, LLC 4901 Vineland Road Suite 450 Orlando, FL 32811	Copy to:	
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Section 16. Amendment; Modification.

No amendment, modification or waiver of this Agreement shall be valid or effective unless in writing and signed by all parties and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

Section 17. Binding.

Except as otherwise provided, this Agreement shall be binding upon and shall inure to the benefit of the parties. This Agreement is not intended to benefit third parties who are not part of the Agreement.

Section 18. Resolution of Disputes.

In the event of a dispute between the parties in connection with this Agreement, the parties agree to try to resolve the issues in good faith. The results of the conflict resolution or any testimony or argument introduced in the conflict resolution shall not be admissible as evidence in any subsequent proceeding concerning the disputed issues.

Section 19. Entire Agreement; Venue.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. Notwithstanding, this Agreement is not intended to negate or supersede the Early Site Work Agreement (Earthwork Construction) or Agreement for Construction of Park and Recreational Facilities for Regional Park and Impact Fee Agreement between the City and Mattamy and is intended to be supplemental thereto in order to set forth the County's contribution to the Regional Park. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims that are justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION ALL PARTIES HEREBY WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause survives the expiration or termination of this Agreement.

Section 20. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

Section 21. Cooperation.

Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed or withheld.

Section 22. Rights Cumulative.

All rights, powers, remedies, benefits, and privileges available to any party under this Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

Section 23. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

Section 24. Force Majeure

The deadlines set forth herein, are subject to extensions any party for a Force Majeure Event (as herein defined). As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g., power or water) through no fault of the requesting party, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, pandemic, hurricane, tropical storm, tornado, or flooding. Any extension of any deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that actually results from such Force Majeure Event. In the event that any party claims a delay for a Force Majeure Event, the requesting party shall make a claim for an extension in writing to the other parties within fifteen (15) business days after the occurrence of a Force Majeure Event for which such claim is being made. The claim shall clearly state the reason, provide a detailed explanation given as to why the event is a Force Majeure Event and provide sufficient documentation to support such claim. If no written objection to such claim for extension is received from the other parties within fifteen (15) business days from the date of the written extension request, such extension shall be deemed given. If a written

objection is made, the parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

Additionally, any date or deadline set forth in this Agreement may be delayed for inclement weather conditions, as set forth in the following sentence, based on the commercially reasonable concurrence of the parties ("Weather Days"). The parties will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or inclement weather conditions, related adverse soil conditions or suspensions of operations that prevent Mattamy from constructing the Tradition Regional Park Phase 1 improvements by the date set forth in Section 10 above. If Mattamy believes a Weather Day has occurred, Mattamy may submit a request for time extension within fifteen (15) days after the occurrence of the Weather Days, which, in the opinion of Mattamy warrants such an extension with reasons clearly stated and a detailed explanation given with sufficient documentation as to why the event is a Weather Day. If no written objection to such request for extension is given by the other parties within fifteen (15) business days from the date of the delivery by Mattamy of the request, such extension shall be deemed given. If a written objection is made by the any of the parties, the parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials as of the day and year first written above.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY

CITY OF PORT ST. LUCIE

ATTEST:

CLERK

BY: _____
MAYOR

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

MATTAMY PALM BEACH, LLC

WITNESSES:

BY: _____

Title: _____

Exhibit 1 - "Tradition Regional Park"

Location of Regional Park

Tract A, plat of Tradition Regional Park, according to the map or plat thereof as recorded in Plat Book 100, Page 20, Public Records of St. Lucie County, Florida.



Exhibit 2 - "Creditable Improvements"

Phase 1 - Improvements

- **(4) Four Lighted Baseball/Softball fields**
- **(1) One Lighted Multipurpose/Soccer Field**
- **(3) Three Unlit Multipurpose/Soccer Fields**
- **(1) One Maintenance building**
- **(2) Two CXT Concession/Restroom Facilities**
- **All supporting infrastructure and parking**

Exhibit 3 – “Cost Estimate of Creditable Improvements”

Scope and Specs

Regional Park -Park Improvements

Group/Stage# (for bonding)	Item	Revised Drawings	Notes
1	Sitework	\$1,791,790.00	
1	Environmental Services (Gofer Tortoise Relocation) Allowance	\$400,000.00	
2	Drainage	\$1,614,438.05	
2	Sanitary Sewer (Includes LS)	\$1,038,107.95	
2	Forcemain	-	
2	Potable Water	\$486,419.20	
3	Roads/Parking Lot Inc Curb	\$1,934,639.00	
3	Internal Sidewalks	\$1,189,000.00	
4	Fields (Inc fld drainage)	\$7,949,450.00	Budget Pricing LTG - 4 baseball flds synt turn, 1 multisport fld synt turf, bases, goal posts - Includes VE of Shock Pads on fields (\$1.5/sf (4flds @ 117,255 SF)
6	Site Irrigation and Landscape	\$1,356,000.00	Bermuda turf grass at 3 practice flds
6	Fencing	see note	Included in Fields Number
6	Batting Cages	see note	Included in Fields Number
6	Shade Structures Dugout Assembly & Bullpens w turf	see above	Included in Field Number -
6	Aluminum Bleachers	\$48,500.00	
6	Netting System at Baseball Fld/1 MS	see note	Included in LTG Field Number

6	FFE Dugouts	\$40,000.00	Rough order of Magnitude - 5K per dugout includes benches/bat rack/helmet rack)
6	Site Furnishings Allowance	\$50,000.00	Allowance for garbage cans, benches signage
6	Restrooms	\$750,000.00	Price for 2- Pomona CXT Restrooms
7	AV Low Voltage Allowance	\$100,000.00	
7	Site Electric Allowance	\$300,000.00	FPL conduit
7	Maintenance Bldg Allowance	\$550,000.00	Revised based off of Proposal on Pre-Engineered Mtl Bldg (Sportsman Park)
7	Parking Lot Lighting	\$0.00	Assume FPL
	Total Hard Costs	\$19,598,344.20	
	Bonding	\$97,991.72	0.5% of improvement cost
	Contingency (10%)	\$1,959,834.42	Revised Contingency from 10%
	Total Projected Budget	\$21,656,170.34	

SOFT COSTS

Group/Stage# (for bonding)	Item	Revised Drawings	Notes
	Design costs (2% vs 5% typ.)	\$433,123.41	Remaining costs, as mostly designed
	Permitting & Impact Fees (Est. 3%)	\$649,685.11	
	Insurance (1%)	\$108,439.50	
	SUBTOTAL (HARD & SOFT COST)	\$22,847,418.36	