

**FIRST AMENDMENT TO STARS AND STRIPES PARK IMPROVEMENT
AND ART DONATION AGREEMENT**

This First Amendment to Stars and Stripes Park Improvement and Art Donation Agreement (this "Amendment") is entered into as of this _____ day of _____, 2025, by and between the City of Port St. Lucie, a Florida municipal corporation, whose address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 ("City"), and Mattamy Palm Beach, LLC, a Delaware limited liability company, whose mailing address is 4901 Vineland Road, Orlando, Florida 32811 ("Mattamy"). Capitalized terms not defined herein shall have the meaning set forth in the Stars and Stripes Park Improvement and Art Donation Agreement.

WHEREAS, the City and Mattamy entered into the Stars and Stripes Park Improvement and Art Donation Agreement on February 26, 2024 (the "Agreement"); and

WHEREAS, the Agreement did not contemplate cost allocation for installation of streetlighting; and

WHEREAS, the Mattamy Design Plans indicate FPL street lighting will be utilized to light the Stars and Stripes Park Property; and

WHEREAS, Mattamy desires to provide funding for streetlighting; and

WHEREAS, the FPL lighting agreement attached as **Exhibit "A"** ("FPL Lighting Agreement") requires the City to pay a leasing fee for the light poles and fixtures installed by FPL, maintenance charges, energy charges, among other fees and charges; and

WHEREAS, Mattamy desires to voluntarily contribute funding to sustain the streetlighting program as part of the Agreement and to be responsible for facilitating completion of all aspects of the FPL streetlighting installation, including but not limited to design, permitting, installation, coordination and management of the streetlighting installation work with FPL; and

WHEREAS, the City and Mattamy desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, the parties hereby agree as follows:

1. Incorporation of Recitals. The recitals as set forth above are hereby incorporated into the substantive body of this Amendment.

2. Amendment to Project Scope. **Exhibit "B"** to the Agreement is amended to include a lump sum payment by Mattamy to the City of \$195,460.00 ("Lighting Funds"). The Lighting Funds represent the amount Mattamy would have incurred if it had installed the streetlighting itself. The Lighting Funds will help offset expenses incurred by the City relating to utilization of the FPL Lighting Agreement. Additionally, for the sake of clarity, the Lighting Funds are expressly deemed part of the Park Improvement Construction for purposes of Section 2(B) of the Agreement. Additionally, Mattamy shall be solely responsible for facilitating

completion of all aspects of the FPL streetlighting installation, including but not limited to, design, permitting, installation, coordination and management of the streetlighting installation work with FPL (the "Preliminary Streetlighting Work"). Mattamy shall ensure the park is fully lit and that the lights are installed consistent with the standards and requirements set forth in the FPL Lighting Agreement. The City shall have no financial obligation relating to the Preliminary Streetlighting Work. Additionally, the Preliminary Streetlighting Work is expressly deemed part of the Park Improvement Construction for purposes of Section 2(B) of the Agreement.

In the event, there is a delay in the Preliminary Street Lighting Work resulting from delays in materials to complete the Preliminary Street Lighting Work or delays in FPL's installation of the lighting and associated infrastructure, the City agrees to deem the Park Improvement Construction complete and treat same as satisfying Mattamy's Final Completion of the construction of the Park Improvement Construction pursuant to the Agreement, so long as all other requirements under the Agreement have been completed by Mattamy. Upon such finding and determination, the City agrees to authorize the release of the Bond provided compliance with all other requirements of the Agreement for release of same. However, and notwithstanding anything to the contrary in the Agreement, should Final Completion occur prior to completion of the Preliminary Streetlighting Work or prior to FPL's installation of the streetlights or related infrastructure, Mattamy shall be responsible for costs and repairs for any damages to the Stars and Stripes Park and its improvements, caused by such work or installation, whether by FPL or Mattamy's contractors.

3. Use of Lighting Funds. Within forty-five (45) business days following the Effective Date, City shall create a specific benefit account ("Specific Account") in which the Lighting Funds are placed to fund future payments to FPL associated with FPL lighting agreements and for general City streetlighting needs.

4. No Default. Notwithstanding anything to the contrary in the Agreement, the Lighting Funds or Preliminary Streetlighting Work shall not form a basis of default under the Agreement, except if the provisions of this Amendment are not complied with. For example, among other provisions of the Agreement, failure to meet the Final Completion deadline is inapplicable to the Lighting Funds.

5. Capitalized Terms. Each capitalized term used herein but not defined shall have the meaning ascribed thereto in the Agreement.

6. Effect of Amendment. Except as modified herein, the Agreement remains unchanged. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control and govern.

7. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

(Remainder of page intentionally left blank; signature page follows)

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: _____
Jesus Merejo, City Manager

Date: _____

Mattamy Palm Beach, LLC, a Delaware limited liability company


By:  _____
Print: Kari Karl Albertson
Title: Vice President
Date: 7/21/25

Exhibit “A”
FPL Lighting Agreement

| Pole Description | # Installed | # Removed |
|--|----------------|--------------|
| 21' (15' 6" MH) Black Tapered Concrete | 33 | 0 |
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- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): FPL to install fixtures and poles per preliminary design. Customer to install all conduit and handholes. 10' easement will be required for highlighted areas on preliminary design. Customer to contact FPL PL and coordinate staking of all locations prior LED installations. Customer is responsible for any restoration required.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$333.11. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Port St. Lucie
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Michael Meier
(Signature)

Michael Meier
(Print or type name)

Title: FPL LT-1 Representative