

COST RESPONSIBILITY AGREEMENT
(P24-134 SEU)

This **Cost Responsibility Agreement** ("Agreement") is entered into this 31 day of October, 2025, ("Effective Date") by and between **Decorative Concrete Specialists of South Florida, LLC**, a Florida limited liability company ("Applicant") and the **City of Port St. Lucie, Florida** ("City").

RECITALS

WHEREAS, the Applicant is the owner of property located at 2134 NW Commerce Lake Drive and 2174 NW Commerce Lake Drive, Port St. Lucie, Florida (collectively, the "Property"); and

WHEREAS, the Applicant is seeking approval from the City of a Special Exception Use (P24-134) for the operation of a concrete facility on the Property (the "Project"); and

WHEREAS, the approval of such Project would cause additional burden on City maintained roads with the addition of loaded concrete trucks reducing the life span of the roadways; and

WHEREAS, it is the desire of the Applicant, that in consideration and as a condition of approval of the Project, the Applicant will contribute to the cost of improvements to such roadways that will be affected by the Project ; and

WHEREAS, such improvements include, but are not limited to, the evaluation and application of approximately one (1) inch of asphalt pavement overlay along the public access roadway extending from the driveway entrance of the Property located at 2134 NW Commerce Lake Drive to the stop sign at Commerce Centre Drive (the "Improvement"); and

WHEREAS, the City, through its designated contractor, has provided a cost estimate for said Improvement and the cost estimate is attached hereto as **Exhibit A** (the "Payment Amount").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals stated above are true and correct, and by this reference, are incorporated into this Agreement.
2. **Cost Obligation.** The Applicant hereby agrees to remit the Payment Amount to the City after approval of the SEU but prior to issuance of any other permits by the City. Payment shall be remitted to the City by wire transfer.

Use of Payment Amount. Within forty-five (45) business days following the Effective Date, the City shall create a specific benefit account in which the Payment Amount is placed to fund the future Improvement.

4. **Amendment; Waiver.** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.
5. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, emailed, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

City: City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Attention: City Manager – Jesus Merejo
cmo@cityofpsl.com

With a copy to: City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Attention: City Attorney – Elizabeth Hertz
ehertz@cityofpsl.com

Applicant: Decorative Concrete Specialist of South Florida, LLC
2134 NW Commerce Lakes Dr.
Port St. Lucie, Florida 34986
Attention: President – Jorge Mercado
Jorgepainting1@hotmail.com

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address or email address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and

addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

6. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable, unless the severed part of the Agreement is material to the Agreement.

7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

8. ASSIGNMENT. This Agreement may not be assigned without the written consent of the City. The City shall not unreasonably withhold its consent to such assignment.

9. COUNTERPARTS AND EXECUTION. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

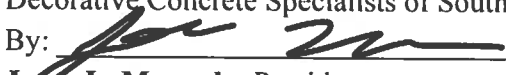
10. NO THIRD-PARTY BENEFICIARY. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party. This Agreement has been entered into for the sole benefit and protection of the City and Applicant and is not intended to confer upon any other person or entity any rights or remedies hereunder. This Agreement shall not provide any third-party with any right, remedy, claim, liability, reimbursement, or other cause of action.

11. INTERPRETATION; VENUE; JURY WAIVER. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for any Party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, ALL PARTIES HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

APPLICANT:

Decorative Concrete Specialists of South Florida, LLC

By: 
Jorge L. Mercado, President

CITY OF PORT ST. LUCIE

By: 
Jesus Merejo

Title: City Manager

Date: 7/21/2020

Exhibit “A” – Cost Estimate

