

**SECOND AMENDMENT TO RIVERLAND
BECKER ROAD CONSTRUCTION AGREEMENT**

THIS SECOND AMENDMENT TO RIVERLAND BECKER ROAD CONSTRUCTION AGREEMENT (this "Amendment") is made and entered into as of the date that the last party executes this Amendment (the "Effective Date"), by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("City"), and RIVERLAND/KENNEDY II, LLC, a Florida limited liability company ("GL"), as successor to Riverland/Kennedy, LLP and Riverland/Kennedy III, LLC. The City and GL shall each be referred to herein as a "Party," and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into the Riverland Becker Road Construction Agreement having an effective date of February 14, 2022 (the "Agreement"), wherein GL agreed to perform certain duties and obligations pertaining to the construction of the Riverland Becker Road Section (as defined in the Agreement) upon the terms and conditions set forth in the Agreement; and

WHEREAS, the Parties acknowledge that GL has obtained Completion of Construction in accordance with the requirements of the Agreement; and

WHEREAS, the Florida Power & Light Company, a Florida corporation, its parents, subsidiaries, affiliates, and their respective officers, directors, contractors, agents and employees ("FPL") did not install the streetlighting associated with the Riverland Becker Road Section prior to Completion of Construction; and

WHEREAS, installation of the FPL streetlighting may cause damage to the Riverland Becker Road Section installed by GL; and

WHEREAS, GL has agreed to restore all damage to the Riverland Becker Road Section caused by FPL during the installation of the FPL streetlighting which is comprised of 66 LED streetlights; and

WHEREAS, the Parties seek to amend and modify certain provisions of the Agreement to be consistent with the above as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms used herein, but not otherwise defined, shall have the same meaning as given thereto in the Agreement.

2. Construction of Riverland Becker Road Section. Paragraph 3 of the Agreement is hereby amended to add the following 3(e) provision:

(e) The Parties acknowledge and agree that GL has obtained Completion of Construction in accordance with the requirements of the Agreement. The City shall proceed to immediately close the construction permit for City Project # P22-250 and P23-073 held by GL and Riverland Development Company, LLC (“RDC”) and accept possession and control of the Riverland Becker Road Section. The Parties acknowledge that the FPL street lighting for the Riverland Becker Road Section is still pending pursuant to the FPL LED Lighting Agreement dated August 24, 2023, and as may be amended, for the installation of 66 LED streetlights and the timing of such installation is outside the control of GL and RDC. Accordingly, despite the Completion of Construction and closing of said construction permits, GL agrees should FPL cause damage to the accepted roadway improvements completed by GL within the Riverland Becker Road Section during the installation of the 66 LED streetlights (“Damages”), which Damages are not timely rectified by FPL, that GL will coordinate and cover the cost of repairs of the Damages within thirty (30) days after receiving written notice from the City of FPL’s failure to repair the Damages.

Notwithstanding the default terms of Paragraph 7 of the Agreement, should GL fail to repair the Damages, the City may undertake the repairs using contractors selected by the City or may seek specific performance by GL. Should the City perform any of the repairs pertaining to the Damages, the City shall have the right to reimbursement directly from GL.

GL’s agreement to this Amendment shall satisfy the City Staff’s recommendation for the Parties to enter into a restoration agreement in connection with Resolution 24-R60 Authorizing Final Acceptance of Public Roadway Improvements for Becker Road at Riverland. In consideration of this Amendment, the City shall promptly cooperate with GL to release the Security. Nothing herein shall be construed as a waiver or indemnification of FPL as to its liability for such repair.

3. Effect of Amendment. The provisions of this Amendment are intended to and shall supersede and take precedence over any provisions to the contrary contained in the Agreement. Except as specifically amended and modified by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on behalf of themselves and/or their respective entities, their successors and assigns, on the Effective Date.

AGREED TO BY GL this 23rd day of AUGUST, 2024:

RIVERLAND/KENNEDY II, LLC, a Florida limited liability company

By: [Signature]
Name: Ryan Courson
Title: Authorized Signatory

Witnesses: (Two Required)

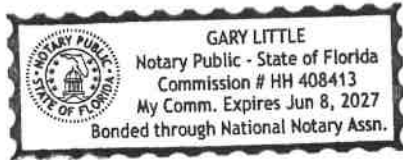
Print Name: Charles J. Spierz
Signature: [Signature]

Print Name: Abigail Zapotnik
Signature: [Signature]

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing Amendment was acknowledged before me by means of physical presence or online notarization on _____, 2024, by RYAN COURSON, as Authorized Signatory for Riverland/Kennedy II, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or has produced _____ as identification, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by Ryan Courson for the purposes therein contained.

WITNESS my hand and notarial seal.



[Signature]
Notary Public
Print Name: Gary Little
My Commission Expires: 6-8-2027

[SIGNATURES CONTINUE ON NEXT PAGE]

AGREED TO BY CITY this _____ day of _____, 2024:

By: _____
Print Name: Jesus Merejo
Title: City Manager

ATTEST:

Sally Walsh, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

Rich Berrios, City Attorney

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing Amendment was acknowledged before me by means of physical presence or online notarization on _____, 2024, by Jesus Merejo, as City Manager, for the City of Port St. Lucie, who is personally known to me or has produced _____ as identification, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by Jesus Merejo for the purposes therein contained.

WITNESS my hand and notarial seal.

Notary Public
Print Name: _____
My Commission Expires: _____