

City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984



Meeting Agenda

Monday, October 28, 2024

5:30 PM

Council Chambers, City Hall

Governmental Finance Corporation

Shannon M. Martin, President

Jolien Caraballo, Vice President, District IV

Stephanie Morgan, Director, District I

Dave Pickett, Director, District II

Anthony Bonna, Director, District III

Please visit www.cityofpsl.com/tv for new public comment options.

1. **Meeting Called to Order**
2. **Roll Call and Determination of Quorum**
3. **Pledge of Allegiance**
4. **Additions and Deletions to the Agenda and Approval of the Agenda**
5. **Approval of Consent Agenda**
 - 5.a Approval of the September 23, 2024 Governmental Finance Corporation Meeting Minutes [2024-1024](#)
6. **Public to be Heard**
7. **Resolutions**
 - 7.a Resolution 24-GFC-13, Authorization to Enter Into and Execute the Third Amendment to a Purchase and Sale Agreement between the Port St. Lucie Governmental Finance Corporation and Four Port St. Lucie, LLC. [2024-962](#)
8. **Other Issues by Board Members**
9. **Adjourn**

Notice: No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, if a person decides to appeal any decision made by the City Council, board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

Notice: Public and Press are invited to review all the backup for Council Meetings. Copies are available in the City Clerk's Office on Wednesday, Thursday, Friday, and Monday before Council Meetings. On Meeting nights, a copy of backup material is available in the reception area of City Hall for public review. Please leave the agenda and backup material in good order for others to review.

Notice: Anyone wishing to speak during Public to be Heard is asked to fill out a yellow Participation Card and submit it to the City Clerk. Anyone wishing to speak on any Agenda Item is asked to fill out a green Participation Card and submit it to the City Clerk. Participation Cards are available on the side table in Council Chambers, at the reception desk in City Hall lobby, and in the City Clerk's Office.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the City Clerk's Office at 772-871-5157.

As a courtesy to the people recording the meeting, please turn all cell phones to silent or off. Thank you.



Agenda Summary
2024-1024

Agenda Date: 10/28/2024

Agenda Item No.: 5.a

Placement: Minutes

Action Requested: Motion / Vote

Approval of the September 23, 2024 Governmental Finance Corporation Meeting Minutes

Submitted By: Jennifer Davis

Executive Summary (General Business): N/A

Presentation Information: N/A

Staff Recommendation: Move that the Board approve the meeting minutes.

Alternate Recommendations:

1. Move that the Board amend the recommendation and approve the meeting minutes.
2. Move that the Board not approve, provide staff with direction.

Background: N/A

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: September 23, 2024 Governmental Finance Corporation Meeting Minutes

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:
N/A

City of Port St. Lucie
Governmental Finance Corporation
Meeting Minutes - Final

121 SW Port St. Lucie
Blvd.
Port St. Lucie, Florida
34984

Shannon M. Martin, President

Jolien Caraballo, Vice President, District IV
Stephanie Morgan, Director, District I
Dave Pickett, Director, District II
Anthony Bonna, Director, District III

Please visit www.cityofpsl.com/tv for new public comment options.

GFC

Monday, September 23, 2024

4:00 PM

Council Chambers, City Hall

Special

1. Meeting Called to Order
 2. Roll Call and Determination of Quorum
Members Present:
President Shannon M. Martin
Vice President Jolien Caraballo
Director Stephanie Morgan
Director David Pickett

Members Not Present:
Director Anthony Bonna
 3. Pledge of Allegiance
President Martin led the assembly in the Pledge of Allegiance.
 4. Additions and Deletions to the Agenda and Approval of the Agenda
Director Pickett moved to approve the Agenda. Vice President Caraballo seconded the motion, which passed unanimously by voice vote.
 5. Approval of Consent Agenda
Director Morgan moved to approve the Consent Agenda. Director Pickett seconded the motion, which passed unanimously by voice vote.
- 5.a** Approval of the July 22, 2024 Governmental Finance [2024-780](#)

Corporation Meeting Minutes

6. Public to be Heard

No one signed up to speak under this item.

7. Resolutions

- 7.a** Resolution 24-GFC-10, Authorizing the Donation of Real [2024-947](#)
Property Described as Tract C, Southern Grove Plat 39, as
Recorded in Plat Book 109, Page 30, of the Public Records of
St. Lucie County, Florida, to the City of Port St. Lucie.

The GFC Secretary/Treasurer read Resolution 24-GFC-10 aloud by title only. (Clerk's Note: A PowerPoint was shown at this time.) Jennifer Davis, CRA Director, gave a brief overview of the item and explained that the donated property was located at the southeast corner of SW Hegner Drive and SW Village Parkway. Ms. Davis added that the item was a companion item to 11 b.), on the City Council agenda.

Vice President Caraballo moved to approve Resolution 24-GFC-10. Director Pickett seconded the motion, which passed unanimously by voice vote.

- 7.b** Resolution 24-GFC-11, Authorizing the President or the CEO [2024-953](#)
to Enter into and Execute the Second Amendment to a
Purchase and Sale Agreement for 44.56+/- Acres of Land
between the Port St. Lucie Governmental Finance
Corporation and Tradition Entertainment District, LLC.

The GFC Secretary/Treasurer read Resolution 24-GFC-11 aloud by title only. (Clerk's Note: A PowerPoint was shown at this time.) Jennifer Davis, CRA Director, gave a brief overview of the item and requested execution of the 2nd Amendment to move forward with the closing.

Gustavo Lumer, Tradition Entertainment District, provided an update on the property. Vice President Caraballo inquired as to which restaurants would be opening, to which Mr. Lumer responded they were still in the planning process but were trying to stay away from drive-thru restaurants.

Director Morgan moved to approve Resolution 24-GFC-11. Vice President Caraballo seconded the motion, which passed unanimously by voice vote.

- 7.c** Resolution 24-GFC-12, Authorizing the President or the CEO [2024-955](#)
to Enter into and Execute the Second Amendment to a
Purchase and Sale Agreement for 19.49+/- Acres of Land
between the Port St. Lucie Governmental Finance

Corporation and Tradition Entertainment District, LLC.

The GFC Secretary/Treasurer read Resolution 24-GFC-12 aloud by title only. (Clerk's Note: A PowerPoint was shown at this time.) Jennifer Davis, CRA Director, gave a brief overview of the item and requested execution of the 2nd Amendment.

Gustavo Lumer, Tradition Entertainment District, provided an update and expressed concerns regarding the archeological site, to which Ms. Davis responded that they would work with the CDD regarding improvements to the archeological site.

Vice President Caraballo moved to approve Resolution 24-GFC-12. Director Pickett seconded the motion, which passed unanimously by voice vote.

8. New Business

- 8.a** Approve Acceptance of Sewer Main Construction Agreement
from Warehomes at Tradition, LLC.

[2024-925](#)

Jennifer Davis, CRA Director, gave a brief overview of the item and explained that it was a companion item with Item 13 a.), on the City Council agenda. Ms. Davis stated that it was a tri-party agreement and that the GFC would reimburse Warehomes at Tradition for the cost associated with the design and construction of the sewer main, which was estimated at \$240,000.

Director Pickett moved to Item 8 a. Director Morgan seconded the motion, which passed unanimously by voice vote.

9. Other Issues by Board Members

There was nothing heard under this item.

10. Adjourn

There being no further business, the meeting adjourned at 4:23 p.m.

Sally Walsh, GFC Secretary/Treasurer

Calleigh Nazario, City Clerk Administrator



Agenda Summary
2024-962

Agenda Date: 10/28/2024

Agenda Item No.: 7.a

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 24-GFC-13, Authorization to Enter Into and Execute the Third Amendment to a Purchase and Sale Agreement between the Port St. Lucie Governmental Finance Corporation and Four Port St. Lucie, LLC.

Submitted By: Jennifer Davis, Director, Community Redevelopment Agency

Executive Summary (General Business): In November 2023, the Governmental Finance Corporation (“GFC”) entered into a Purchase and Sale Agreement (“PSA”) with Four Port St. Lucie, LLC, for a project known as Project Bears. The PSA is for the purchase 30+/- acres of land in the Southern Grove Jobs Corridor for the purpose of developing up to 500,000 square feet of industrial and office uses. Since the execution of the PSA, additional business terms have been negotiated related to the PSA, of which are reflected in the Third Amendment to the Purchase and Sale Agreement.

Presentation Information: Staff will provide a brief presentation, if requested.

Staff Recommendation: Move that the Board approve the Resolution and authorize the execution of the Third Amendment to the Purchase and Sale Agreement.

Alternate Recommendations:

1. Move that the Board amend the recommendation and approve the Resolution and authorize the execution of the Third Amendment to the Purchase and Sale Agreement.
2. Move that the Board not approve the Resolution and provide staff with additional direction.

Background:

Working through a broker, an initial Letter of Intent (“LOI”) was submitted under the project name “Project Bears” on August 25, 2022. In November 2023, a Purchase and Sale Agreement was authorized by the GFC Board and subsequently entered into on Project Bears.

Project Bears is a multi-generation family-owned business and a leader in the manufacturing and distribution industry, providing a wide range of small- and large-scale products internationally.

Project Bears initial 250,000 square foot facility will be a state-of-the-art manufacturing and distribution center. Project Bears anticipates \$37.5 million of initial capital investment in the Property and anticipates creating 200-300 new jobs at a wage above St. Lucie County’s average earnings per worker.

Issues/Analysis:

The original terms of the Purchase and Sale Agreement were as follows:

- Seller: Governmental Finance Corporation
- Buyer: Four Port St. Lucie, LLC / “Project Bears”
- Property: approximately 30.95 acres
- Purchase Price: \$5.50 per square foot of land (\$7,415,001) subject to survey
- Permitted Use: Industrial / Office Use, up to 500,000 Square Feet
- Inspection Period: 120 days from Effective Date
- Development Approval: 60 days from Inspection Period, plus extensions if applicable
- Closing: 30 days following Development Approval, plus extensions if applicable; with anticipated closing no later than 360 days after Effective Date.

The terms as provided in the Second Amendment to the Purchase and Sale Agreement were as follows:

- Inspection Period: Extended until September 16, 2024
- Roadwork Design and Construction: Clarification of obligations related to the Roadwork Design and Construction for East / West Roadway (Destination Way)
- Stormwater Lake Design and Construction: Clarification of obligations / terms related to Stormwater Lake Design and Construction, and related fill.
- Drainage Easement: Identification of Drainage Easement
- Final Plat: Timing of The Final Plat and associated obligations
- Lift Station: Proportionate Share Contribution to SLCFD Lift Station in lieu of constructing utility infrastructure on site
- Seller’s Roadwork: Extension of timing to complete roadwork
- Cost Estimate: Timing of cost estimate related to Stormwater and Roadwork

The terms as provided in the Third Amendment to the Purchase and Sale Agreement are as follows:

- Inspection Period: Extended until October 29, 2024
- Utility Connection Fees: Clarified obligations related to utility connection fees for the site
- Legal Description: Since site has been replatted, updated Legal Description is incorporated into the PSA as Exhibit B.
- Conditions to Closing: Further clarified and amended as to the termination of easements and supplement to the Commercial Charter.

Financial Information:

Sales revenue will be the approximated purchase price of \$7,415,001 (or \$5.50 per square foot) less prorated taxes and assessments as of closing, recording of corrective instruments (if any), broker fees, attorney fees, and credit for infrastructure grants (if any).

Special Consideration: N/A

Location of Project:

The property is located at the southwest corner of Tom Mackie Blvd and East West 2 roadway (Destination Way).

Attachments:

1. Resolution
2. Exhibit A to Resolution - Third Amendment to The Purchase and Sale Agreement
3. Location Map

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 24248-10

Legal Sufficiency Review:

Reviewed by Margaret M. Carland, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

RESOLUTION 24-GFC-__

A RESOLUTION OF THE PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION AUTHORIZING THE PRESIDENT OR HER DESIGNEE, OR THE CEO OR HIS DESIGNEE, TO ENTER INTO AND EXECUTE THE THIRD AMENDMENT TO A PURCHASE AND SALE AGREEMENT BETWEEN THE PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION AND FOUR PORT ST. LUCIE, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation (“GFC”), is the owner of property within the Southern Grove Development of Regional Impact; and

WHEREAS, Four Port St. Lucie, LLC, entered into a Purchase and Sale Agreement with GFC (“Agreement”) to purchase property within the Southern Grove Development of Regional Impact; and

WHEREAS, the Agreement sets forth terms and conditions that were submitted to the Board of the Port St. Lucie Governmental Finance Corporation (the “Board”) for review and approval, and the Agreement was authorized by the Board in November 2023; and

WHEREAS, a Second Amendment to the Purchase and Sale Agreement (“Amendment”) clarified additional terms, conditions and obligations associated with the transaction and was approved by the Board in June 2024; and

WHEREAS, a Third Amendment to the Purchase and Sale Agreement (“Third Amendment”) clarified additional terms, conditions and obligations associated with the transaction and is submitted to the Board for review and approval, which Amendment is attached hereto as **Exhibit “A”**; and

WHEREAS, GFC desires to accept the terms and conditions of the Third Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, THAT:

Section 1. The Board hereby adopts and ratifies those matters set forth in the foregoing recitals.

Section 2. The Board authorizes the President or her designee, or the CEO or his designee, to enter into, execute and deliver the Third Amendment to the Agreement, in substantially the same form that is attached hereto and incorporated herein as **Exhibit “A”**, and such other documents necessary to implement the terms and conditions of said Third Amendment.

RESOLUTION 24-GFC-__

Section 3. The President or her designee, or the CEO or his designee, is hereby authorized to take all actions necessary to implement the terms and conditions of the Third Amendment and accomplish the purposes set forth therein.

Section 4. If any resolution, or parts of any resolution, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 5. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is held to be invalid or illegal by a Court of competent jurisdiction, then the remainder of this Resolution shall remain in full force and effect.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the Board of the Port St. Lucie Governmental Finance Corporation, this _____ day of _____, 2024.

Port St. Lucie Governmental Finance
Corporation

ATTEST:

By: _____
Shannon M. Martin, President

Sally Walsh, Secretary/Treasurer

APPROVED AS TO FORM:

Richard Berrios, Corporation Attorney

RESOLUTION 24-GFC-__

Exhibit "A"

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is made as of the ____ day of October, 2024 (the “**Effective Date**”), by and between the PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation (“**Seller**”), and FOUR PORT ST. LUCIE, LLC, a Delaware limited liability company (“**Buyer**”). The following recitals form the basis of this Amendment:

A. Seller and Buyer are parties to that certain Purchase and Sale Agreement, dated November 14, 2023, as amended by a letter agreement dated February 8, 2024 and a Second Amendment to Purchase and Sale Agreement dated June 25, 2024 (collectively the “**PSA**”) pursuant to which Seller has agreed to sell, and Buyer has agreed to purchase approximately 30.95 acres of vacant land located in the Southern Grove DRI, in Port St. Lucie, Florida (the “**Land**”).

B. Seller and Buyer desire to amend certain provisions of the PSA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference. Defined terms used herein and not defined herein shall have the meaning set forth in the PSA.

2. Inspection Period. The Inspection Period is hereby extended to October 29, 2024.

3. Utility Connection Fees. At Closing, Seller agrees to execute the Utility Service Agreement with the City of Port St. Lucie in substantially the same form attached hereto as Exhibit A. The Utility Service Agreement shall be recorded at Closing prior to recording the Deed. Buyer agrees that the Utility Service Agreement shall be a Permitted Exception pursuant to Section 8.4 of the PSA.

4. Legal Description. The Land has been replatted since the Effective Date of the PSA and the parties hereby agree that the legal description shall be as set forth on Exhibit B to this Amendment.

5. Conditions to Closing. The Closing Conditions set forth in Section 10.8 of the PSA are hereby amended to include the following: (v) the Termination of Easement Agreement in substantially the same form as attached hereto as Exhibit C shall be recorded prior to or at the time of Closing; and (vi) the supplement to the Commercial Charter (as defined in Section 9.1 of the PSA) to be recorded at the time of Closing shall expressly permit the Permitted Use, specifically including the use set forth in the Project Approvals.

6. Additional Terms. This Amendment shall be incorporated into and made a part of the PSA. Except for the amendments contained herein, all the provisions of the PSA shall remain unmodified and in full force and effect, and the same are hereby ratified and affirmed in all respects. The parties each hereby acknowledge that this Amendment may be executed in counterparts or by electronic signature exchanged by email and that copies of each party’s respective signature(s) shall be binding as if the same were an original signature. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns and, as applicable, the heirs and legal representatives of the parties hereto. The PSA, as hereby amended, constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year set forth above.

SELLER:

Port St. Lucie Governmental Finance Corporation,
a Florida not for profit corporation

By: _____
Shannon M. Martin, President

Buyer:

Four Port St. Lucie, LLC, a Delaware limited liability
company

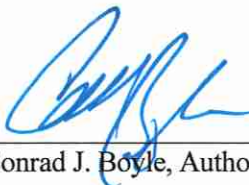
By:  _____
Conrad J. Boyle, Authorized Signer

EXHIBIT A
FORM OF UTILITY SERVICE AGREEMENT

Prepared By and return to:
Port St. Lucie Utility Systems Dept.
121 SW Port St Lucie Boulevard
Building B, 2nd Floor
Port St. Lucie, FL 34983

UTILITY SERVICE AGREEMENT

Project Name: Four Port St. Lucie

Property Owner & Principal Address: Port St. Lucie Governmental Finance Corporation
C/O City Attorney
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Billing Address: C/O Attorney
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Contact Name: Jennifer Davis

Contact Phone No.: 772-462-2455
Contact Email: jdavis@cityofpsl.com

Attachments:

- Exhibit A – Legal Description
- Exhibit B - Property Map

THIS UTILITY SERVICE AGREEMENT ("Agreement") is made by and between the **CITY OF PORT ST. LUCIE, a Florida Municipal Corporation** ("CITY"), and **PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida Not For Profit Corporation** ("APPLICANT").

RECITALS

WHEREAS, the CITY owns, operates and maintains public water and wastewater utility systems through the City Council's establishment and creation of the Port St. Lucie Utility Systems Department ("PSLUSD"); and

WHEREAS, the APPLICANT is the record fee simple owner of certain lands (the "Property") located within CITY'S utility service area in St. Lucie County, Florida, the legal description of which together with a Property Map are attached hereto and incorporated herein as Exhibits "A" and "B," respectively; and

WHEREAS, the APPLICANT is planning to develop the Property as a manufacturing facility which is identified as Four Port St. Lucie ("Project"); and

WHEREAS, the APPLICANT desires to procure water and/or wastewater services and reserve plant capacity from the CITY for the proposed Project that is to be developed on the Property; and

WHEREAS, the parties desire to enter into this Agreement, setting forth the mutual understandings and undertakings regarding CITY'S supply of utility services to APPLICANT for the Project.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing premises, the undertakings and mutual agreements herein contained and assumed, and other good and valuable consideration, the parties hereby covenant and agree as follows:

- 1. Recitals** – The foregoing recitations are true and correct and are incorporated herein by reference.
- 2. Project** – The APPLICANT shall accept and use CITY'S utility services by connecting to CITY'S existing water distribution and/or wastewater collection lines, which the APPLICANT, its Engineer of Record ("EOR"), and CITY have determined are required to serve the Project. The APPLICANT, at APPLICANT'S sole cost and expense, shall design, construct and install all necessary water distribution and/or wastewater collection lines and systems ("Utility Facilities") over, through, under, and across the Property and any other lands required for off-site improvements in accordance with the plans, specifications and engineering data submitted by the EOR and approved by the appropriate governmental regulatory agencies and PSLUSD.
- 3. Compliance with Applicable Laws, Codes, Regulations and Policies** – The APPLICANT shall abide by and be in compliance with any and all rules and requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement as well as all applicable federal and state laws, regulations, and CITY ordinances and other policies. In addition, the parties agree that the policies, ordinances, rules and regulations that are adopted by the CITY pursuant to general law, as same may be amended from time to time, shall have the full force and effect of law, which shall govern the legal relationship between the APPLICANT and CITY with respect to each party's obligations, including but not limited to CITY'S supply, distribution and delivery of utility services to the Property for APPLICANT'S Project, under the terms and conditions of this Agreement. In addition, the work to be performed by APPLICANT, at APPLICANT'S sole cost and expense, as required for the furnishing of utility service to the Property, which may include but shall not be limited to the installation of water mains, fire hydrants, gravity flow mains, force mains, pump stations, lift stations, interceptors, and other utility facilities, shall be performed in accordance with the policies, technical specifications and construction standards of PSLUSD.

4. Water and/or Wastewater Treatment Plant Capacity - The term Equivalent Residential Connection ("ERC"), referred to in this Agreement and in the applicable codes, rules, standards and regulations of the CITY and PSLUSD, is the unit of measure used to reserve water and/or wastewater treatment plant capacity based on an expected average daily flow. The average daily flow of one ERC shall be up to 250 gallons per day of potable water usage and up to 250 gallons per day of usage for wastewater service. The CITY shall reserve for APPLICANT ERCs of water plant capacity/service and/or ERCs of wastewater plant capacity/service upon the receipt of all sums due and owing to the CITY pursuant to this Agreement and the Agreement's execution by all parties hereto. If and when APPLICANT reserves any amount of ERCs then the APPLICANT shall pay to the CITY the applicable water and/or wastewater capital charges, which consist of plant capacity charges, and water and/or wastewater line charges, at the rates in effect when due and as amended from time to time.

5. Previously Reserved and/or Allocated ERCs and/or Line Charges for the Property – The amount of ERCs and/or line charges reserved and/or allocated to service a particular property or establishment runs with the land. When title to real property that is located within the CITY'S utility service area is transferred, sold, or otherwise conveyed, the quantity of ERCs and/or Line Charges that are reserved, allocated and/or connected for that particular property are also transferred. Accordingly, the APPLICANT, APPLICANT's predecessor(s) in interest, may have previously reserved and/or allocated ERCs and/or Line Charges for the Property.

6. Modifications to Reserved ERCs and/or Line Charges – The quantity of APPLICANT'S reserved ERCs and/or Line Charges and the fees imposed per ERC for plant Capacity and/or line charges by CITY, which are due and payable by APPLICANT [at such time to be determined] shall be as follows:

ERCs	CAPITAL CHARGES	RATE		
101.6	Water Treatment Plant Capacity	\$	1,488.00	per ERC
101.6	Water Line Charge	\$	767.00	per ERC
101.6	Wastewater Treatment Plant Capacity	\$	2,277.00	per ERC
101.6	Wastewater Line Charge	\$	383.00	per ERC

Therefore, the total amount of Capacity ERCs and/or Line Charges reserved and /or allocated for the Property, including any previously reserved Capacity ERCs and/or Line Charges if applicable, is as follows:

PLANT CAPACITY	Water	Wastewater
Plant Capacity Previously Reserved	0.0	0.0
Plant Capacity Modification Under this Agreement	101.6	101.6
TOTAL ERCs RESERVED	101.6	101.6

LINE CHARGES	Water	Wastewater
Line Charges Previously Paid	0.0	0.0
Line Charges Modification Under this Agreement	101.6	101.6
TOTAL LINE CHARGES	101.6	101.6

The parties agree that any subsequent future requests for modifications to the quantity of reserved ERCs and/or Line Charges shall be handled administratively by the City of Port St. Lucie Utility Systems Department pursuant to the Department's procedures and processes, and APPLICANT agrees to be bound thereto by the Department's final decision.

7. Additional Usage – The CITY has the right to review and monitor APPLICANT'S actual usage of the water and/or wastewater services. APPLICANT agrees the CITY may perform such an audit of APPLICANT'S actual flows, as compared to the flows expected to be generated by the amount of ERCs reserved and allocated by APPLICANT for its Project. If APPLICANT'S actual usage exceeds the expected flows based on APPLICANT'S reserved ERCs under this Agreement, then APPLICANT shall be required to (i) promptly pay the applicable, additional water and/or wastewater plant capacity charges, line charges, and administrative fees within 30 days of receiving written notice from CITY of such additional usage, and (ii) execute an amendment to this Agreement to reserve the additional amount of water and/or wastewater ERCs, that CITY will determine to be sufficient to cover the excess usage. Further, if the actual, future water and/or wastewater flows increase enough to warrant a redesign or replacement of any water and/or wastewater Utility Facilities serving the Property, including but not limited to a wastewater pumping station, then APPLICANT or APPLICANT'S successors in interest or assigns, shall be responsible for any and all costs and expenses associated with the design and replacement of said Utility Facilities.

8. Guaranteed Revenue – Guaranteed revenue fees, pursuant to Section 61.15 of CITY'S Code of Ordinances, shall be assessed and paid by APPLICANT to CITY for all reserved and unconnected ERCs at the rates in effect when due, as amended from time to time. The guaranteed revenue fee shall be due and payable the first monthly billing cycle occurring after [such time to be determined]. Guaranteed revenue shall be due and payable again each month thereafter to the extent that there are any reserved but unconnected ERCs. Further, if any

payment of guaranteed revenue fees required by this Agreement is more than 20 days late, the CITY shall send a Notice of Delinquency to APPLICANT. APPLICANT shall be considered in default of this Agreement should APPLICANT fail to submit to CITY the required full payment of guaranteed revenue within 20 days of APPLICANT'S receipt of the Notice of Delinquency, and any and all remaining reserved water and/or wastewater plant capacity, and associated fees paid, shall be forfeited by APPLICANT. The CITY shall withhold water and/or wastewater service to be rendered under this Agreement until all guaranteed revenue fees that are due to the CITY under this Agreement have been paid in full.

9. Construction Plans – The APPLICANT or its EOR shall furnish to CITY a complete set of design and construction drawings, plans, specifications, and other necessary engineering data (hereinafter "Construction Plans") of the proposed Utility Facilities for the Project for review and approval by PSLUSD. The approval by PSLUSD of APPLICANT'S Construction Plans shall be valid for one year from the date of such approval. If APPLICANT has commenced construction of the Project but there has been either (i) a cessation of construction activity where there has been no documented inspections by CITY for a period of 12 months or (ii) an expiration of the associated building permit(s), whichever occurs first, then CITY reserves the right to require the re-submittal of the Construction Plans and further payment of applicable review fees upon APPLICANT'S resubmission of said documents for approval. The work to be performed by APPLICANT for the furnishing of utility service to the Property for the Project shall not commence until all Construction Plans regarding such work are approved in writing by PSLUSD.

10. Points of Service - The points of service for water, sewer and reclaimed water, and electrical power for pump stations shall be labeled as Point of Service or "P.O.S." and shall be as follows:

Domestic water service – Point on the discharge side of backflow preventer assembly

Fire service – Upstream side of the first shut-off valve of the DDCV assembly

Gravity – First cleanout upstream of the gravity main

Lift station electrical power – Within 5 feet of the lift station easement & FPL verification

11. Maintenance of Utility Facilities on the Property – The APPLICANT shall own, operate, and maintain, at no cost or expense to the CITY, all Utility Facilities on the APPLICANT'S side of the designated point of service, or that of the future user's, where APPLICANT'S Property and the development constructed thereon is connected to the CITY'S water and/or wastewater facilities. All pipes, service lines, cleanouts, fixtures, connections, and other necessary equipment

on the developed premises and not specifically accepted by and turned over to CITY'S ownership, which are occupied by the APPLICANT, tenants, customers, consumers or other users of CITY'S utility services for the Property (hereinafter "Project Occupants"), shall be kept in good working order and condition at no cost, liability, or responsibility to CITY for their maintenance or operation.

12. Meters and ERC Allocation – The APPLICANT agrees to pay in full, when due, the applicable meter and backflow preventer charges and deposits that shall be assessed at the time the APPLICANT connects to the CITY'S water and/or wastewater facilities. If APPLICANT'S Project requires any water and/or wastewater meter(s) that are larger than 2 inches, then such large-sized meters and backflow preventer shall be furnished and installed at the sole cost and expense of APPLICANT. The size, allocation, and assignments of meters and/or allocation of APPLICANT'S reserved ERCs shall be handled administratively by PSLUSD pursuant to its procedures and processes, and APPLICANT agrees to be bound thereto by PSLUSD'S final decision. Further, no meter shall be removed, relocated, bypassed, or altered in any way or manner whatsoever by anyone except the CITY or CITY'S authorized employee, agent, consultant or contractor.

13. Easements and Access to the Premises – Prior to CITY'S acceptance and/or certification, through pertinent regulatory agencies, of the Utility Facilities and other improvements constructed for the Project, APPLICANT shall grant and convey to CITY and its successors and assigns, in a form satisfactory to CITY, perpetual, exclusive rights, privileges and easements on APPLICANT'S Property and, if required, on lands lying outside the Property, to access, construct, operate, maintain, repair, replace or expand all water and wastewater utility facilities transferred to CITY for ownership and/or maintenance in connection with CITY'S supplying of water and wastewater services to APPLICANT and/or the Project Occupants of the Property. APPLICANT shall secure from each mortgagee and lienholder a release of the mortgagee's or lienholder's interest in the easement and Utility Facilities located within the granted easements. If required by CITY, the APPLICANT shall also grant, or cause to be granted, in a form acceptable to CITY, utility easements that shall be a minimum of 10 feet wide for the length of the Property along all rights-of-way not owned by the CITY. APPLICANT shall pay any and all costs and expenses associated with the granting of said easements to the CITY for CITY'S supply of utility services to APPLICANT'S Property. Further, APPLICANT shall grant or permit CITY, its authorized employees, agents and contractors, access to APPLICANT'S Property and any development upon the Property during all reasonable hours, or any time in the event of an

emergency, for the purposes of maintaining, inspecting, repairing, installing or removing CITY'S utility facilities.

14. Notice – All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, and shall be directed to the following persons and places designated by the parties:

FOR THE CITY:	FOR THE APPLICANT:
PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT 1001 S.E. Prineville Street Port St. Lucie, FL 34983 Attn: Kevin Matyjaszek, Utility Systems Director <u>With a copy to:</u> DEPUTY DIRECTOR, UTILITY LEGAL AFFAIRS 1001 S.E. Prineville Street Port St. Lucie, FL 34983 Attn: Stefanie Beskovoyne	C/O Attorney 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984 <u>With a copy to:</u> C/O CITY ATTORNEY 121 SW PORT ST. LUCIE BLVD. PORT ST. LUCIE, FL 34984 ATTENTION: RICHARD BERRIOS

15. Record Drawings - The APPLICANT, at its sole cost and expense, shall be prepared by a Florida licensed Professional Engineer, and furnish to the CITY complete Record Drawings in accordance with the standards and specifications of PSLUSD. The record drawings shall be required to be stamped "approved" by PSLUSD prior to the CITY'S acceptance of APPLICANT'S transfer and conveyance of its Utility Facilities pursuant to the terms of this Agreement. The Record Drawings shall show all pertinent information as to all mains, services and appurtenances belonging to, and affecting the water distribution, wastewater collection, reclaimed water, fiber optic cables, conduits and other utility lines and systems, constructed to service the Property and the Project developed thereon and shall include all constructed paving and drainage facilities relating to said facilities for CITY'S supply of utility services to APPLICANT. Record Drawings may be supplemented with information from a survey by a Florida registered surveyor as to the actual locations of all surface features of the Utility Facilities, easements and rights-of-way which are part of or adjacent to the Property. However, As-Built Surveys are not an acceptable substitute for Record Drawings.

16. Turnover of Utility Facilities – Prior to CITY'S acceptance of APPLICANT'S Utility Facilities and the provision of utility services to the constructed Project improvements, APPLICANT shall fully execute and provide all necessary drawings, reports, affidavits, release of liens, certifications, bills of sale, and any other documents identified in PSLUSD'S checklists for Utility

Final Inspection and Utility Acceptance Turnover, as revised or amended from time to time. APPLICANT shall transfer to CITY by Bill of Sale, all of APPLICANT'S right, title and interest in and to all of the water and/or wastewater supply lines, mains, pumps, connections, pipes, meters, valves and equipment installed up to and within granted easements and rights-of-way within the Property and off-site lands (if applicable) that were constructed and installed for the purpose of supplying utility services for APPLICANT'S Project. The APPLICANT shall also furnish to CITY an affidavit asserting that all persons, firms, corporations or other entities who furnished labor, equipment and/or materials used directly or indirectly in the execution of the work to be performed under this Agreement and for the Project have been paid.

17. Warranty – APPLICANT shall assign to CITY all warranties pertaining to the subject Utility Facilities and improvements upon the final acceptance and/or certification by PSLUSD and transfer of ownership to CITY of all such applicable facilities for the supply of utility services to the Property. APPLICANT further agrees that for a period of one year after said acceptance and transfer, the APPLICANT will correct, upon receipt of written notice, any deficiencies in the design, materials or installation of the Utility Facilities and other subject improvements. Such repair work undertaken pursuant to this paragraph of the Agreement shall be at the Applicant's sole cost and expense, and in accordance with the standards and specifications of PSLUSD. In the event CITY, for whatever reason, should have to perform repairs to correct deficiencies, APPLICANT agrees to reimburse the CITY for such work within 30 days of receipt of a request for payment from the CITY.

18. Payment of Fees and Charges – The APPLICANT agrees to submit to CITY full payment of any and all fees and charges due and owing to the CITY [such time to be determined]. The total amount due to CITY is detailed in the Utility Invoice, that has been separately provided to APPLICANT, and which APPLICANT acknowledges the receipt thereof. CITY shall not execute this Agreement until it receives APPLICANT'S full payment of the amounts, if any, due at such time as per this Agreement.

19. Default – If APPLICANT shall be in default of any provision of this Agreement, in addition to any remedy otherwise specifically provided for herein, APPLICANT agrees and acknowledges that CITY shall provide written notice of such default and allow APPLICANT a reasonable opportunity to cure the default. If APPLICANT fails to cure the default within a reasonable period as determined by CITY, CITY shall have the right to exercise one or more of the following sanctions or penalties:

- a. Any remaining reserved but unconnected water and/or wastewater plant capacity, and all fees paid, may be rescinded and forfeited.
- b. No inspections or certification shall be approved by CITY.
- c. No Building Permit shall be issued by CITY for any unit or structure developed on the Property.
- d. There shall be an interest penalty equal to the maximum rate allowed under Florida law on any outstanding balance due to CITY from APPLICANT. When applicable, this penalty, unless otherwise provided for in this Agreement or in the CITY'S Code of Ordinances, as amended from time to time, shall accrue from the date the payment is due, as stated in the invoice, notice, or bill.
- e. The CITY shall be entitled to place a statutory lien against the Property and foreclose the lien in satisfaction of any payments due and owing to CITY under this Agreement.
- f. The CITY shall be entitled to any other remedy at law, and CITY'S failure to seek any remedy shall not constitute a waiver of said remedy.

20. Disclaimer – Any interruption or temporary cessation in CITY'S supply of utility services to the Property that is caused by any Act of God, fire, hurricane, windstorm, strike, accident, power failure, necessary maintenance work, breakdown, collapse, damage to equipment or service lines or mains, civil or military orders, riots, or other cause or casualty beyond the control of the CITY shall not constitute a breach of this Agreement, nor impose liability upon the CITY for any consequences or ramifications experienced by the APPLICANT, its successors or assigns, or the Project Occupants.

21. Interceptors – If the current or future use of the Property requires the installation, upsizing, relocation, repair, or replacement of new or existing grease, oil and/or sand interceptors, then said interceptors shall be sized adequately, based on the requirements and regulations of PSLUSD, to serve the Project and subject Property, and any establishments located thereon. The design and installation of any required interceptor shall be at no cost or expense to the CITY. In addition, the APPLICANT understands and acknowledges that the construction, installation, or relocation of additional interceptors may require the demolition of the walls and floor slabs to re-plumb the bays for the interceptors and for obtaining separate water utility services. The costs, space constraints, or gradient imposed upon APPLICANT shall not be sufficient cause for CITY'S waiver of requirements concerning the interceptors for the anticipated Project.

22. Control of Cross Connection and Backflow – The parties agree that the public water supply and systems shall be protected against actual or potential cross connections and backflow by isolating contamination or pollution that has occurred or may occur within the Property and establishments or development constructed thereon. No water service connection shall be installed or accepted by the CITY unless the water utility systems are protected by a backflow prevention assembly of a model and size approved by PSLUSD. The service of water to APPLICANT’S Property shall be denied or discontinued by CITY if a backflow prevention assembly is not properly installed, tested, and maintained in a properly functioning condition that meets the satisfaction of PSLUSD.

23. Lift Station Generators – Pursuant to Section 63.17 of the CITY’S Code of Ordinances, if APPLICANT’S Project plans propose the construction of a wastewater pumping station (or lift station), then APPLICANT’S construction plans shall include the provision of an emergency electrical power supply. The APPLICANT shall satisfy this requirement by a portable generator, the cost of which shall be borne by APPLICANT, and the cost for the appropriate generator shall be paid to CITY upon APPLICANT’S execution of this Agreement. The portable generator acquired for APPLICANT’S lift station shall be the CITY’S personal property and incorporated into its generator inventory, which shall be utilized at the discretion of PSLUSD.

24. Applicant Upgrades - APPLICANT understands that the City shall cause its facilities to be installed and otherwise maintained in accordance with the City’s Utility Standards Manual. Should APPLICANT choose to upgrade the City’s facilities, including, but not limited to the fence, driveway or landscaping, the City will charge APPLICANT with the costs incurred by the City to repair, replace, or otherwise maintain the facilities. Should the upgraded facilities require maintenance, replacement, or repair, the City shall provide an estimate of the costs, and APPLICANT agrees to pay, in advance, in an amount equal to the upgrade, for the costs incurred by the City to repair, replace or otherwise maintain the upgrades. APPLICANT agrees that the City bears no financial responsibility for the costs incurred by the City for installation, replacement, repair, or maintenance of the upgrades.

25. Pump Station Power Responsibility - The APPLICANT shall be responsible for the application and installation, and all costs associated therewith, to provide electrical power to the pump station until such time that the City has accepted, and the APPLICANT has properly turned over to the City, the applicable utility facilities, at which time the power shall be placed into the City’s name and the City shall be responsible for power and the costs associated therewith, from the date of the turnover.

26. Plat or Replat of the Property – The parties acknowledge that there may be platting or replatting of lands concerning the Project that would be recorded in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida. APPLICANT shall record any plat or replat prior to CITY'S acceptance of any Utility Facilities, improvements, or other infrastructure related to CITY'S supply of water and/or wastewater services to the Property. APPLICANT shall provide written notice to CITY immediately following the recordation of any plat or replat of the Property, and shall execute an amendment to this Agreement to properly identify the specific legal description of the lands intended to be served under this Agreement.

27. Title - Upon APPLICANT'S execution of this Agreement and at its sole cost and expense, a copy of the recorded conveyance documents for the purpose of establishing APPLICANT'S ownership of the Property shall be provided to CITY. In addition, if the APPLICANT shall be required to convey any utility easements to the CITY, then the CITY shall require the subordination of any mortgage or lien held by any mortgagee or lienholder having an interest in the Property. APPLICANT shall be responsible at its sole cost and expense for obtaining the execution of a Consent and Joinder of Mortgagee/Lienholder, in a form approved by CITY, by any such mortgagees or lienholders, or submitting to CITY one of the following documents: (i) an Affidavit of No Lien, (ii) a Release and/or Satisfaction of Mortgage or Lien, or (iii) a letter from an attorney, with a valid Florida Bar license to practice law, confirming that there is no mortgage or lien on the Property. APPLICANT must provide CITY with said Affidavit, Release and/or Satisfaction, or attorney letter upon APPLICANT'S execution of this Agreement, as the CITY shall not execute this Agreement without receiving said title-related documents from APPLICANT.

28. Assignment of Agreement – This Agreement shall run with the Property and be binding upon APPLICANT'S heirs, legal representatives, members, assigns, and successors in interest. The assignment or transfer of APPLICANT'S rights and obligations hereunder to another parcel of land is prohibited unless all of the following acts are performed:

- a. APPLICANT'S assignment is in writing and entered into with the same formality as this Agreement; and
- b. The CITY shall be a party to said assignment, and CITY'S approval of which shall not be unreasonably withheld; and
- c. APPLICANT shall remain liable to the CITY for APPLICANT'S responsibilities and obligations under this Agreement unless such an assignment is made in strict compliance with this paragraph; and

d. Provided that this Agreement is properly assigned, the CITY will execute a "Satisfaction of Assignment," and the costs for the recording of which in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida shall be paid by APPLICANT to CITY, in advance of CITY'S execution of the Satisfaction of Assignment.

29. Repeal of Prior Agreements – Any and all prior utility service agreements with the City, pertaining the Property are hereby cancelled and declared of no force and effect as to the Property, and only as to the Property. The intent of this provision is to terminate prior utility service agreements only to the extent they relate to the Property. Any such prior utility service agreements will continue to bind property that is not the subject of this Agreement, and such utility service agreements will remain in full force and effect as to the other property.

30. Rules and Regulations of Utility Services – The CITY shall have the right to promulgate and adopt rules and regulations, from time to time, relating to the supply of utility services to the CITY'S customers and users, including the APPLICANT and the Project Occupant(s) who shall become customers and users under this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, connection charges, capital charges and other fees, and the right to discontinue or terminate services under certain circumstances. APPLICANT hereby acknowledges and agrees that the rates and regulations are subject to change, and APPLICANT shall be responsible for full payment of any fees and charges assessed pursuant to the promulgated rates and regulations governing at the time.

31. Invalid Provisions – In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

32. Governing Law – This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement proper venue thereof will be in St. Lucie County, Florida.

33. Recording – This Agreement or notice thereof shall be recorded by CITY in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida, and may be recorded by CITY in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida.

All preparation, review and recording fees for this Agreement shall be the responsibility of the APPLICANT.

34. Effective Date – This Agreement is not binding and of no force and effect until fully executed by both the CITY and APPLICANT. Upon execution by CITY and APPLICANT, the Effective Date of this Agreement shall be September 24,2024.

35. Entire Agreement – This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto, unless otherwise stated. No additions, alterations, or variation of the terms of this Agreement shall be valid.

36. Authority to Sign – Each Individual signing this Agreement directly and expressly warrants that he/she has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and stated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and APPLICANT have caused this Utility Service Agreement to be executed on behalf of themselves and/or their respective entities, their successors and assigns, and shall run with the Property on the day and year the last party signs this Agreement.

AGREED TO BY APPLICANT this ___day of _____, 20___:

Signature: _____

Print Name: Jesus Merejo

Title: CEO

Address: _____

Witnesses: (Two Required)

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Address: _____

Address: _____

STATE OF _____)

COUNTY OF _____)

ss

The foregoing instrument was acknowledged before by means of physical presence or online notarization this _____ day of _____, 20___, by Jesus Merejo, as CEO, for Port St. Lucie Governmental Finance Corporation, () personally known to me or () proven by producing the following identification _____

NOTARY SEAL/STAMP

Notary Signature

Print Name of Notary

[SIGNATURES CONTINUE ON NEXT PAGE]

Exhibit A

Legal Description

Project Name: Four Port St. Lucie

Parcel ID #: 4322-801-0007-000-9 and 4322-801-0008-000-6

LOTS 3A AND 3B, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 46, ST. LUCIE COUNTY, FLORIDA, PLAT BOOK 125, PAGE 17.

DRAFT



Port St. Lucie Utility Systems Department
Utility Services Summary
 121 S.W. Port St. Lucie Boulevard,
 Building B 2nd Floor
 Port St. Lucie, FL 34984
Utleng@cityofpsl.com

Project Name: Four Port St. Lucie
 Plaza Name: N/A
 Billing Customer: C/O City Attorney
 Customer Mailing 121 SW Port St. Lucie Blvd
 Address: Port St. Lucie, FL 34984
 Action(s) Requested: Capacity/Lines

Utility File No.: 11-916-00
 Billing Contact Person: Jennifer Davis
 Customer Contact's Phone No.: 772-462-2455
 Contact's E-Mail Address: jdavis@cityofpsl.com
 Water Capacity/Line Charges Reserved: 120.6 / 331.8
 Wastewater Capacity/Line Charges Reserved: 120.6 / 331.8

Account No.	Water Capacity	Water Line Charges	Wastewater Capacity	Wastewater Line Charges		No. of Meters	Meter Size	Description
TBD	57.4	57.4	57.4	57.4	TBD	1	4"	NEED
TBD	44.2	44.2	44.2	44.2	TBD	1	4"	NEED
Total	101.6	101.6	101.6	101.6		2		

For all meter size changes, the Property Owner shall be responsible for sizing, installation and certification costs of all new meters and backflow prevention assemblies. Further, a signed, original backflow certification shall be provided to PSLUSD for any new installation of a backflow prevention assembly.

The undersigned declares, under penalty of perjury, that s/he is the owner, or a duly authorized officer, agent or representative of the owner, of the property identified above, and that the information provided herein is accurate and true to the best of his/her knowledge. It is understood that it is the responsibility of the property owner requesting the above-described action(s) to verify that the requested meter size and/or ERC allocation change(s) will provide sufficient flow, pressure and capacity to comply with any code requirements and meet the needs of the occupants of the property. It is also understood that should subsequent changes to meter size and ERC allocation be desired and requested, then additional charges and fees for the review and processing of said future request(s) shall be paid prior to their implementation.

By signing below, the undersigned authorizes, confirms and agrees to the Project's ERC allocation and identified locations of the meters, including size and capacity assigned to each meter as shown on the above table. Further, the undersigned agrees to pay any and all fees due to the City, as shown on the attached Invoice, and said fees must be paid prior to implementation of new service and/or allocation, and before any refund or credit may be applied to the applicable Project Account(s) with Utilities Customer Service/Billing Department.

Billing Customer-Property Owner/Agent Signature

Date Signed

Billing Customer-Property Owner/Agent Printed Name and Title

65-0245277

Billing Customer-Tax ID Number

PSLUSD Use Only	
Project Description -	Construction of manufacturing facility.
Customer Service -	Not collecting additional fees
Wastewater Plant -	Glades
Water Meter -	(2) 4" meters & backflow to be supplied & installed by contractor.
Jumpers for this project -	N/A
25% Surcharge Out of the City Limits -	N/A



Port St. Lucie Utility Systems Department
Utility Services Summary
 121 S.W. Port St. Lucie Boulevard,
 Building B 2nd Floor
 Port St. Lucie, FL 34984
Utileng@cityofpsl.com

Project Name: Four Port St. Lucie
 Plaza Name: N/A
 Billing Customer: C/O City Attorney
 Mailing Address: 121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984
 Action(s) Requested: Capacity/Lines

Utility File No.: 11-916-00
 Owner's Contact Person: Jennifer Davis
 Contact Phone No.: 772-462-2455
 Contact E-Mail Address: jdavis@cityofpsl.com
 Water Capacity/Line Charges Reserved: 120.6 / 331.8
 Wastewater Capacity/Line Charges Reserved: 120.6 / 331.8

Item No.	Description	Unit Price	Quantity	Definer	Amount
1	Water Plant Capacity Reserved	\$1,488.00	x 101.6	ERCs	\$151,180.80
2	Water Line Charge	\$767.00	x 101.6	ERCs	\$77,927.20
3	Wastewater Plant Capacity Reserved	\$2,277.00	x 101.6	ERCs	\$231,343.20
4	Wastewater Line Charge	\$383.00	x 101.6	ERCs	\$38,912.80
5	Plan Review and Inspections (Base Fee)	\$743.00	x 1.0	Base Fee	\$743.00
6	Plan Review and Inspections (per ERC)	\$69.00	x 101.6	ERCs	\$7,010.40
7	Agreement Recording Fees	\$14.75 first page, \$8.50 thereafter	x 17.0	Pages	\$150.75
8	Application Processing Fee	\$268.00	x 1.0	Each	\$268.00
9	PSLUSD Potable Water Construction Permit Fee	\$450.00	x 1.0	Each	\$450.00
10	PSLUSD Wastewater Construction Permit Fee	\$450.00	x 1.0	Each	\$450.00
11	Water Deposit - 4" Meter and larger	\$9,610.34	x 1.0	2 months est. bill	\$9,610.34
12	Sewer Deposit - 4" Meter and larger	\$15,598.65	x 1.0	2 months est. bill	\$15,598.65
Total					\$533,645.14

Fees are effective until September 30, 2024

For PSLUSD Use Only:			
Receipt#: <input type="text"/>	Date Paid: <input type="text"/>	Amount Paid:\$ <input type="text"/>	
WWTF: <input type="text" value="Glades"/>		Received By: <input type="text"/>	
		25% Surcharge Out of City Limits <input type="text" value="N/A"/>	
		Exhibit C	
Customer Billing Information:	Name: C/O City Attorney Address: 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984 Phone: 772-462-2455		
9/4/24-Revs	PSLUSD Doc. No. 148B		

EXHIBIT B

Lots 3A and 3B of Southern Grove Plat No. 46 as recorded at Plat Book 125, Page 17 of the Public Records of St. Lucie County, Florida

Together with an easement interest in Water Management Area 2 (WMA-2) as shown on Southern Grove Plat No. 46 as recorded at Plat Book 125, Page 17 of the Public Records of St. Lucie County, Florida

EXHIBIT C
FORM OF TERMINATION AGREEMENT

This instrument was prepared by:
Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 South 25th St., Ste 200
Fort Pierce, Florida 34947
(772) 464-7700

TERMINATION OF EASEMENTS

This Termination of Easements (this “**Termination**”) is made this _____ day of _____, 2024, by Southern Grove Community Development District No. 5, a community development district established in accordance with Chapter 190, Florida Statutes (“**CDD 5**”), Southern Grove Community Development District No. 6, a community development district established in accordance with Chapter 190, Florida Statutes (“**CDD 6**”), the Southern Grove Community Development District No. 10, a community development district established in accordance with Chapter 190, Florida Statutes (“**CDD 10**”) and THE CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida, (the “**City**”) (collectively, CDD 5, CDD 6, CDD 10, and the City are referred to herein as “**Grantee**”) and the successors in interest, heirs or assigns of each.

WHEREAS

A. Tradition Land Company, LLC, an Iowa limited liability company and the City of Port St. Lucie, a Florida municipal corporation, recorded a plat titled the Southern Grove Plat No. 14, recorded in Plat Book 71, Page 35, of the Public Records of St. Lucie County, Florida (all record references herein shall be to the Public Records of St. Lucie County, Florida) (“**No. 14**”) which identified two (2) twenty-foot (20’) Access Easements (identified as Access Easements No. 1 and No. 2) (collectively, the “**Easements**”) dedicated to CDD 5, acting by and under delegated authority from and receiving such dedication for the use and beneficial ownership of CDD 6; and

B. Approximately the same property was re-platted in Southern Grove Plat No. 23, as recorded in Plat Book 77, Page 23 (“**No. 23**”) which specified that the Easements “...shall not be vacated, annulled, or terminated by the recording of (No.23)”;

C. Southern Grove Plat No. 26 recorded in Plat Book 84, Page 35 (“**No. 26**”) again dedicated the Easements to the City, CDD 5, and CDD 6; and

D. Southern Grove Plat No. 32 recorded in Plat Book 90, Page 12 (“**No. 32**”) again identified the Easements with the notation that they “...shall not be vacated, annulled, or terminated by the recording of this plat.”; and

E. Lastly, the Easements were again dedicated to CDD 5 and CDD 6 in the Southern Grove Plat No. 40 recorded in Plat Book 102, Page 39 (“**No. 40**”) (No. 3, No. 14, No. 23, No. 26, and No. 40 are collectively referred to herein as the “**Plat**”); and

F. The Easements or portions thereof currently affect the land identified in Southern Grove Plat No. 46, recorded in Plat Book 125, Page 18 (the “**Re-plat**”); and

G. The Re-plat depicts modifications of the Easements; specifically, the Re-plat only reflects portions of the original Easements and identifies them as “20’ Access Easement Tract No. 4” and as “20’ Access Easement Tract No. 5” (collectively, the “**Modified Easements**”). The Modified Easements are depicted as having a western boundary at Tom Mackie Boulevard; and

H. The legal description of the Southern Grove Community Development District No. 10 was established by Ordinance No. 22-99, and enacted November 14, 2022, by the City Council of the City of Port St. Lucie, Florida, and includes the real property affected by the Re-Plat; and

I. The Grantee wishes to modify the Easements by vacating and terminating the portion of the original Easements not shown on the Re-plat and retaining only the Modified Easements as shown thereon.

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

1. Adoption of Recitals. The foregoing Recitals are hereby acknowledged as being true and correct, and the same are hereby adopted as part of this Termination.

2. Termination of Easement. Grantee, as the entities to whom the Easements were dedicated in the Plat, hereby vacates and terminates the Easements except for the portions of each of the Easements comprising the Modified Easements as shown on the Re-plat effective immediately upon the recording of this Termination in the Public Records of St. Lucie County, Florida.

3. Heirs, Successors and Assigns. This Agreement shall bind the respective successors in interest, heirs and assigns of the parties hereto.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the dates set forth below.

Signed, sealed and delivered
in the presence of:

Witness #1:

Signature: _____

Print Name: _____

Address: _____

Witness #2:

Signature: _____

Print Name: _____

Address: _____

CDD 5

Southern Grove Community Development
District No. 5, a community development
district established in accordance with
Chapter 190, Florida Statutes

By: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of the Southern Grove Community Development District No. 5. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

[affix notary stamp/seal]

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Witness #1:

Signature: _____

Print Name: _____

Address: _____

Witness #2:

Signature: _____

Print Name: _____

Address: _____

CDD 6

Southern Grove Community Development
District No. 6, a community development
district established in accordance with
Chapter 190, Florida Statutes

By: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of the Southern Grove Community Development District No. 6. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

[affix notary stamp/seal]

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Witness #1:

Signature: _____

Print Name: _____

Address: _____

Witness #2:

Signature: _____

Print Name: _____

Address: _____

CDD 10

Southern Grove Community Development
District No. 10, a community development
district established in accordance with
Chapter 190, Florida Statutes

By: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of the Southern Grove Community Development District No. 10. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

[affix notary stamp/seal]

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Witness #1:

Signature: _____

Print Name: _____

Address: _____

CITY

CITY OF PORT ST. LUCIE, a municipal
corporation of the State of Florida

By: _____

Name: Jesus Merejo

Its: City Manager

Witness #2:

Signature: _____

Print Name: _____

Address: 121 Port St. Lucie Blvd.
Port St. Lucie, Florida 34952

STATE OF FLORIDA
COUNTY ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 2024, by Jesus Merejo as the City Manager of the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

[affix notary stamp/seal]

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

JOINDER

The PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a not for profit corporation of the State of Florida and the successors in interest, heirs or assigns, as the owner of the parcel of land described and platted in Southern Grove Plat No. 46, a Replat, according to the Plat thereof, as recorded in Plat Book 125, Page 18 of the Public Records of St. Lucie County, Florida, join in the execution of the forgoing Termination of Easement solely for the purpose of evidencing and acknowledging the intent of the dedicating entities of Southern Grove Plat No. 46 to terminate the Easement to the extent set forth therein.

PORT ST. LUCIE GOVERNMENTAL
FINANCE CORPORATION, a Florida not for
profit corporation

By: _____
Name: Jesus Merejo
Title: CEO
Date: _____

LOCATION MAP

“Project Bears”

