

Prepared By and return to:
Tyson Waters, Esq.
Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Blvd.
Stuart, Florida 34994
File No. MA303S01

TRAFFIC SIGNAL AGREEMENT (Signal Construction)

Attachments:

Exhibit A – Location Map

Exhibit B – Mattamy Roadway Facilities

Exhibit C – GFC Roadway Facilities

THIS TRAFFIC SIGNAL AGREEMENT (“Agreement”) is made and entered into by and between MATTAMY PALM BEACH, LLC, a Delaware limited liability company (“MATTAMY”), Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation (“GFC”), and the CITY OF PORT ST. LUCIE, a Florida Municipal Corporation (“CITY”). MATTAMY, GFC, and CITY are each sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the CITY owns, operates, and maintains roadways, including traffic signals, within the City of Port St. Lucie (“Roadway System”); and

WHEREAS, Mattamy and GFC are owners of property within the Southern Grove Development of Regional Impact (“Southern Grove DRI”); and

WHEREAS, MATTAMY obtained approval of a Preliminary and Final Plat with Construction Plans for Telaro at Southern Grove Phase 2 and 3 (P21-244) on June 13, 2022, with conditions (“Telaro Plat Approval”); and

WHEREAS, the conditions of approval were as follows:

- (1) Mattamy Homes Palm Beach, LLC shall draft and enter into an agreement that identifies (i) when traffic signals are needed for any connections to the Village Parkway and Becker Road corridors within the Southern Grove DRI boundaries and (ii) the mutually agreed upon proportionate financial obligation for relevant parties’ for each traffic signal within the Southern Grove Boundary along with Village Parkway and Becker Road corridors; such agreement must be in a form approved by the City (the “Traffic Signal Agreement”).
- (2) The Traffic Signal Agreement shall be approved and fully executed within 270-days of Council Approval of this Resolution during which time permits for Phase 3 may be issued.
- (3) If the Traffic Signal Agreement is not executed and approved within the 270-

day timeframe, no additional permits will be issued for any portion of the Telaro Development.

WHEREAS, the Parties desire to enter into this Agreement to facilitate the conditions imposed upon MATTAMY in the Telaro Plat Approval; and

WHEREAS, the Parties desire to enter into this Agreement setting forth the mutual understandings and undertakings regarding responsibilities of the GFC, CITY and MATTAMY.

NOW THEREFORE, in consideration of ten dollars (\$10.00), the foregoing premises, the undertakings and mutual agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals: The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Roadway Facility Project:

A. MATTAMY agrees, at MATTAMY's expense, to and shall design, construct, permit and install the necessary infrastructure, specifically the installation of traffic signals and other traffic control devices ("Mattamy Roadway Facilities") identified and set forth on **Exhibit "B"** in accordance with the Mattamy Design Plans (as defined below). MATTAMY shall commence construction of the Mattamy Roadway Facilities within twelve (12) months of a project or accumulation of projects reaching 75 projected peak hour left-turns on roads with 45 MPH or greater speed limits and 100 projected peak hour left-turns on roads with 40 MPH or lower speed limits ("Trigger Point"). See Signal Location and Cost Sharing Report for Southern Grove and Western Grove DRI Port St. Lucie, FL, prepared by MacKenzie Engineering & Planning, Inc. digitally signed on January 26, 2023, a copy of which is on file with the City and is incorporated herein by this reference ("Traffic Study").

B. GFC agrees, at GFC's expense, to and shall design, construct, permit, and install the necessary infrastructure, specifically the installation of traffic signals and other traffic control devices ("GFC Roadway Facilities") identified and set forth on **Exhibit "C"** in accordance with the GFC Design Plans (as defined below). GFC shall commence construction of the GFC Roadway Facilities within twelve (12) months of the Trigger Point. See Traffic Study. . Notwithstanding the preceding and Exhibit C hereto, GFC shall not design, construct, permit or install the Marshall Parkway & Village Parkway Intersection Signalization, but agrees to and shall reimburse MATTAMY for GFC's proportionate share (42.3%) of the costs for the design, construction, permitting and installation of the traffic signal for Marshall Parkway & Village Parkway intersection signalization identified on Exhibit "B" and included as one of the Mattamy Roadway Facilities.

C. CITY agrees to expedite the review and issuance of any City permits for the Mattamy Roadway Facilities and GFC Roadway Facilities, which CITY shall use all reasonable

efforts to have such reviews completed within thirty (30) days of receipt of an application for such permits.

3. Compliance with Applicable Laws, Codes and Regulations:

MATTAMY and GFC shall abide by and follow 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, as amended from time to time.

4. Construction and Design Plans:

A. MATTAMY shall furnish to CITY a complete set of design and construction drawings, plans, specifications, and other necessary engineering data ("Mattamy Design Plans") within six (6) months of notification from the City that it requires the Mattamy Design Plans. After commencement of construction as set forth in Section 2.B. above, if there is either: (i) a cessation of construction activity where there have been no documented inspections by CITY for a period of twelve (12) months; or (ii) an expiration of the associated permit(s), whichever occurs first, then CITY reserves the right to require the resubmittal of the Mattamy Design Plans and further payment of applicable review fees upon MATTAMY's resubmission of said documents for approval. Approval by the CITY of the Mattamy Design Plans for the construction of a Mattamy Roadway Facilities shall not act as a waiver of MATTAMY's responsibility to perform the design and construction of the Mattamy Roadway Facilities in accordance with all applicable state, county, federal or municipal laws, rules and regulations and such approval by the CITY shall not relieve MATTAMY of such obligations or impact the CITY's right to be indemnified for MATTAMY's or MATTAMY's contractor's negligence in performing those duties.

B. GFC shall furnish to CITY a complete set of design and construction drawings, plans, specifications, and other necessary engineering data ("GFC Design Plans") within 6 months of notification from the City that it requires the GFC Design Plans. After commencement of construction as set forth in Section 2.B. above, if there is either: (i) a cessation of construction activity where there have been no documented inspections by CITY for a period of twelve (12) months; or (ii) an expiration of the associated permit(s), whichever occurs first, then CITY reserves the right to require the resubmittal of the GFC Design Plans and further payment of applicable review fees upon GFC's resubmission of said documents for approval. Approval by the CITY of the GFC Design Plans for the construction of the GFC Roadway Facilities shall not act as a waiver of GFC's responsibility to perform the design and construction of the GFC Roadway Facilities in accordance with all applicable state, county, federal or municipal laws, rules and regulations and such approval by the CITY shall not relieve GFC of such obligations or impact the CITY's right to be indemnified by GFC's contractor's negligence in performing those duties. The CITY acknowledges it will not be indemnified by GFC.

5. Completion of Roadway Facilities:

A. Final completion of the Mattamy Roadway Facilities shall be within eighteen (18) months of the Trigger Point. MATTAMY shall provide written notice to the CITY of its completion of construction of the Mattamy Roadway Facilities and within seven (7) business days

after delivery of such notice, the City shall make a final inspection to confirm that the Mattamy Roadway Facilities have been completed in substantial compliance with the Mattamy Design Plans and any applicable building code. Upon receipt of notice from the City that the Mattamy Roadway Facilities have passed the forgoing inspection, and at a mutually agreeable time thereafter, Mattamy shall deliver to the City (a) a signed Bill of Sale, in a form mutually acceptable to the Parties (the "Mattamy Bill of Sale") conveying the Mattamy Roadway Facilities to the City; (b) a signed assignment of warranties, in a form mutually acceptable to the Parties, assigning to the City the MATTAMY's rights and interest in and to all third party warranties pertaining to the Mattamy Roadway Facilities, to the extent assignable (the "Mattamy Assignment of Warranties"); and (c) MATTAMY shall have prepared by a Florida registered surveyor and mapper and furnish to the CITY, in both PDF and CAD formats, an as-built survey of the Mattamy Roadway Facilities as constructed in accordance with the standards and specifications of CITY ("Mattamy As-Built"). Upon receipt and acceptance of the Mattamy Bill of Sale, Mattamy Assignment of Warranties, Mattamy As-Built and all permits issued in connection with the Mattamy Roadway Facilities having been properly closed, the City shall deliver to MATTAMY written acceptance of the Mattamy Roadway Facilities ("Mattamy Certificate of Completion"). Upon issuance of the Mattamy Certificate of Completion, the City shall be solely responsible for all ongoing maintenance, repair, operation and replacement of the Mattamy Roadway Facilities and MATTAMY shall have no responsibility or obligation related to same.

For purposes of this Agreement, the "Final Completion" of construction of the Mattamy Roadway Facilities shall not be deemed to have occurred until such time as the City has issued the Mattamy Certificate of Completion (as defined above).

B. Final completion of the GFC Roadway Facilities shall be within eighteen (18) months of the Trigger Point. GFC shall provide written notice to the CITY of its completion of construction of the GFC Roadway Facilities and within seven (7) business days after delivery of such notice the City shall make a final inspection to confirm that the GFC Roadway Facilities have been completed in substantial compliance with the GFC Design Plans and any applicable building code. Upon receipt of notice from the City that the GFC Roadway Facilities have passed the forgoing inspection, and at a mutually agreeable time thereafter, Mattamy shall deliver to the City (a) a signed Bill of Sale, in a form mutually acceptable to the Parties (the "GFC Bill of Sale") conveying the GFC Roadway Facilities to the City; (b) a signed assignment of warranties, in a form mutually acceptable to the Parties, assigning to the City the GFC's rights and interest in and to all third party warranties pertaining to the GFC Roadway Facilities, to the extent assignable (the "GFC Assignment of Warranties"); and (c) GFC shall have prepared by a Florida registered surveyor and mapper and furnish to the CITY, in both PDF and CAD formats, an as-built survey of the Mattamy Roadway Facilities as constructed in accordance with the standards and specifications of CITY ("GFC As-Built"). Upon receipt and acceptance of the GFC Bill of Sale, GFC Assignment of Warranties, GFC As-Built, and all permits issued in connection with the GFC Roadway Facilities having been properly closed, the City shall deliver to GFC written acceptance of the GFC Roadway Facilities ("GFC Certificate of Completion"). Upon issuance of the Certificate of Completion, the City shall be solely responsible for all ongoing maintenance, repair, operation and replacement of the GFC Roadway Facilities and GFC shall have no responsibility or obligation related to same.

For purposes of this Agreement, the "Final Completion" of construction of the GFC Roadway Facilities shall not be deemed to have occurred until such time as the City has issued the GFC Certificate of Completion (as defined above).

6. Insurance:

Prior to the commencement of any work within the Mattamy Roadway Projects, MATTAMY must provide the CITY a certificate of insurance evidencing insurance coverage as required hereunder. GFC is an instrumentality of the City and thus is not required to provide insurance pursuant to this Agreement. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. MATTAMY is responsible for ensuring that all contractors or subcontractors performing work, on Mattamy's behalf, relating to this Agreement have policies of insurance reflecting the coverage set forth below, without the language when required by written contract:

A. Workers' Compensation Insurance & Employer's Liability: MATTAMY shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.

B. Commercial General Liability Insurance: MATTAMY shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Medical expense	\$10,000 any 1 person

C. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of completion of the work performed pursuant to this Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the CITY. Coverage for the hazards of explosion, collapse, and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

D. Certificate of Insurance. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by this

Agreement has been endorsed to include the City of Port St. Lucie, a Florida Municipal Corporation, its officers, agents, and employees as Additional Insured added to its Commercial General Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a Florida Municipal Corporation, its officers, employees, and agents**". The Policies shall be specifically endorsed to provide thirty (30) day written notice to the CITY prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the CITY is amended during the term of this Agreement to exceed the above limits, MATTAMY shall be required, upon receipt of thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY. In the event that MATTAMY is unable to obtain such coverage, MATTAMY shall have the right to terminate this Agreement in writing to the CITY. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

E. Automobile Liability Insurance: MATTAMY shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, MATTAMY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing MATTAMY to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

F. Waiver of Subrogation: MATTAMY shall agree by entering into this Agreement to a Waiver of Subrogation for each policy MATTAMY is required to maintain under this Agreement. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should MATTAMY enter into such a Contract on a pre-loss basis.

G. Deductibles: All deductible amounts for policies MATTAMY is required to maintain under this Agreement shall be paid for and be the responsibility of MATTAMY for any and all claims under this Agreement.

It shall be the responsibility of MATTAMY to ensure that all independent contractors and/subcontractors working by, through, for or under MATTAMY on a Mattamy Roadway Facilities project comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of completion of the improvements built pursuant to this Agreement. It will be the responsibility of MATTAMY to obtain Certificates of Insurance from all contractors and subcontractors working by, through, for or under MATTAMY on a Mattamy Roadway Facilities project listing the CITY as an Additional Insured, without the language when required by written contract. If contractor, independent contractor, or subcontractor maintain higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

All insurance carriers must have an AM Best rating of at least A:VII or better.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity by CITY whether by contract or under any law or regulation. Failure of MATTAMY to promptly provide the defense or indemnification required herein is a material breach of this Agreement which can result in immediate termination notwithstanding any other provision herein. CITY's liability in all instances shall be limited to the monetary limits set forth in s. 768.28, Florida Statutes.

7. Indemnification: MATTAMY shall hold harmless and indemnify CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, or expenditures of any kind, including reasonable attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act or omission of MATTAMY, its employees, agents, servants, or officers, resulting from, or related in any way to MATTAMY's construction of the Mattamy Roadway Facilities, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall be deemed to affect the rights, privileges and sovereign immunities of CITY as set forth in Section 768.28, Florida Statutes, or any other provision of law.

8. Qualified Contractor: MATTAMY and GFC shall each cause the work under this Agreement to be supervised and directed by a contractor licensed in the State of Florida, applying such skills and expertise as is necessary to perform the work in accordance with the applicable approved plans.

9. Repair and Damage of City Right of Way: MATTAMY shall repair any damage caused to the CITY right-of-way or other property, arising from MATTAMY's use of the CITY right-of-way or other property necessary to complete the Mattamy Roadway Facilities. GFC shall repair any damage caused to the GFC right-of-way or other property, arising from GFC's use of the CITY right-of-way or other property necessary to complete the GFC Roadway Facilities.

10. Default:

A. With respect to any event of default and/or breach under this Agreement ("Event of Default"), including, neither Party shall be deemed in default and/or breach unless:

i. the Party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other Party;

ii. the alleged defaulting and/or breaching Party shall have failed within a period of thirty (30) days after receipt of such notice to commence such action as is reasonably necessary to cure said default and/or breach and thereafter diligently pursue to cure such default within a reasonable time; and

iii. the alleging Party is in compliance with the provisions of this Agreement.

B. Subject to the right to cure set forth above, in the event of a default and/or breach

by:

i. Mattamy. If Mattamy defaults by failing to timely comply with any of its obligations under this Agreement the CITY may pursue the following (or both options): (a) withhold building permits on any property owned by Mattamy as of the date of this Agreement until such default is cured; (b) pursue all remedies in equity or law.

ii. GFC. If GFC defaults by failing to timely comply with any of its obligations under this Agreement the CITY may pursue the following (or both options): (a) withhold building permits on any property owned by GFC as of the date of this Agreement until such default is cured; (b) pursue all remedies in equity or law.

iii. City. If the CITY defaults under this Agreement, Mattamy and GFC's sole, and exclusive remedy is to seek specific performance for such obligation.

11. Force Majeure; Weather Days: The deadlines set forth herein, are subject to extensions by either Party for a Force Majeure Event (as herein defined). As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g., power or water) through no fault of the requesting Party, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, pandemic, hurricane, tropical storm, tornado, or flooding. Any extension of any deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that actually results from such Force Majeure Event. In the event that either Party claims a delay for a Force Majeure Event, the requesting Party shall make a claim for an extension in writing to the other Party within fifteen (15) business days after the occurrence of a Force Majeure Event for which such claim is being made. The claim shall clearly state the reason, provide a detailed explanation given as to why the event is a Force Majeure Event and provide sufficient documentation to support such claim. If no written objection to such claim for extension is received from the other Party within fifteen (15) business days from the date of the written extension request, such extension shall be deemed given. If a written objection is made, the Parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

Additionally, any date or deadline set forth in this Agreement may be delayed for inclement weather conditions, as set forth in the following sentence, based on the commercially reasonable concurrence of the CITY ("Weather Days"). The CITY will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or inclement weather conditions, related adverse soil conditions or suspensions of operations that prevent MATTAMY and/or GFC from constructing their applicable Roadway Facilities. If MATTAMY and/or GFC believes a Weather Day has occurred, MATTAMY and/or GFC may submit a request for time extension within ninety (90) days after the occurrence of the Weather Days, which, in the opinion of MATTAMY and/or GFC, warrants such an extension with reasons clearly stated and a detailed explanation given with sufficient documentation as to why the event is a Weather Day. If no written objection to such request for extension is received from the CITY within fifteen (15) business days from the date of the delivery by MATTAMY and/or GFC of the request, such extension shall be deemed given. If

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

12. Notices: All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person (including by any over-night delivery service) or sent by certified mail, return receipt requested, and addressed as follows or to such other Party or address as may be designated by one Party to the other.

If to CITY:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Manager

With copy to:

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: City Attorney

If to GFC:

Port St. Lucie Governmental
Finance Corporation
C/O City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: Corporate Attorney

With copy to:

Port St. Lucie Governmental
Finance Corporation
C/O City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie Florida 34984
Attention: CEO

If to MATTAMY:

Mattamy Palm Beach, LLC
Attention: Dan Grosswald
1500 Gateway Blvd, Ste 212
Boynton Beach, Florida 33426

With copy to:

Fox McCluskey Bush Robison, PLLC
Attention: Tyson Waters, Esq.
3461 SE Willoughby Boulevard
Stuart, Florida 34994

and to:

Mattamy Palm Beach, LLC
Attention: Leslie C. Candes, Chief Legal Counsel – US
4901 Vineland Road, Suite 450
Orlando, Florida 32811

13. Indulgence Not Waiver: The indulgence of any Party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.

14. Entire Agreement; Amendment: This Agreement constitutes the entire Agreement between

the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the Parties. This Agreement may only be amended by written document executed by all Parties.

15. Interpretation; Venue: This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. 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.

16. Time of the Essence: Time is of the essence with regard to this Agreement.

17. Counterparts: This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

18. Sovereign Immunity: Nothing in this Agreement shall be considered to increase or waive any limits of liability or waive any immunity afforded to the CITY or GFC by Florida Statutes, case law, or any other source of law.

19. Assignability: Except as otherwise permitted elsewhere in this Agreement, the rights and obligations of MATTAMY and GFC under this Agreement may not be assigned in whole or in part without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned.

20. 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 to fullest extent 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.

23. 713 Notice:

A. Under Florida Section 713.10, Florida Statutes, the interest of CITY in the property or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of MATTAMY and it is specifically provided that neither MATTAMY nor any one claiming by, through or under MATTAMY, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the property or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom MATTAMY

may deal are put on notice that MATTAMY has no power to subject CITY's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with MATTAMY must look solely to the MATTAMY and not to CITY's said interest or assets. MATTAMY shall provide written notice to each contractor, subcontractor, materialman, mechanic, and laborer performing work on the property of the foregoing.

B. Under Florida Section 713.10, Florida Statutes, the interest of CITY in the property or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of GFC and it is specifically provided that neither GFC nor any one claiming by, through or under GFC, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the property or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom GFC may deal are put on notice that GFC has no power to subject CITY's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with GFC must look solely to the GFC and not to CITY's said interest or assets. GFC shall provide written notice to each contractor, subcontractor, materialman, mechanic, and laborer performing work on the property of the foregoing.

24. Authority to Sign: Each individual signing this Agreement directly and expressly warrants that such individual has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated such individual 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.

25. Further Assurances: In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by all Parties, all Parties agree to execute and deliver, but without any obligation to incur any additional liability, responsibility, charge or expense, such additional documentation as may be reasonably necessary to consummate the transactions contemplated hereby.

26. Waiver of Consequential Damages: Notwithstanding anything contained in this Agreement to the contrary, each Party hereby waives the right to pursue the other Party, and such other Party shall not be liable, for any special, indirect, consequential, incidental, or punitive damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement.

[Signatures and acknowledgments appear on the following page(s)]

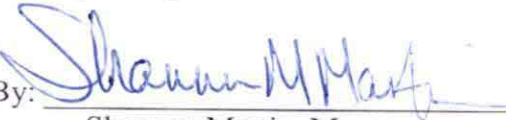
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year first above written.

CITY:

CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation

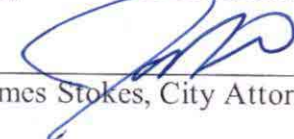
Attest:


For Sally Walsh, City Clerk
(Seal)

By: 
Shannon Martin, Mayor



Approved as to form and correctness:

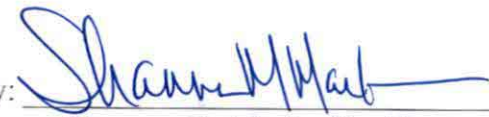

James Stokes, City Attorney

GFC:

PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida Not For Profit Corporation

Attest:


For Sally Walsh, Secretary/Treasurer

By: 
Shannon M. Martin, President

Approved as to form and correctness:


James Stokes, Corporation Attorney



(Remainder of page intentionally left blank)

Witnesses:

Print Name: Antonio Balestreri

Print Name: Tyson Waters

MATTAMY:

Mattamy Palm Beach, LLC, a Delaware limited liability company

By:

Print Name: ANTHONY J PALUMBO

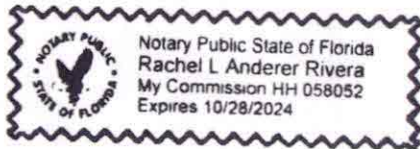
Its: Authorized Signatory

STATE OF FLORIDA

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of February, 2023, by Anthony Palumbo, as Vice President of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of the company.

[Notary Seal]



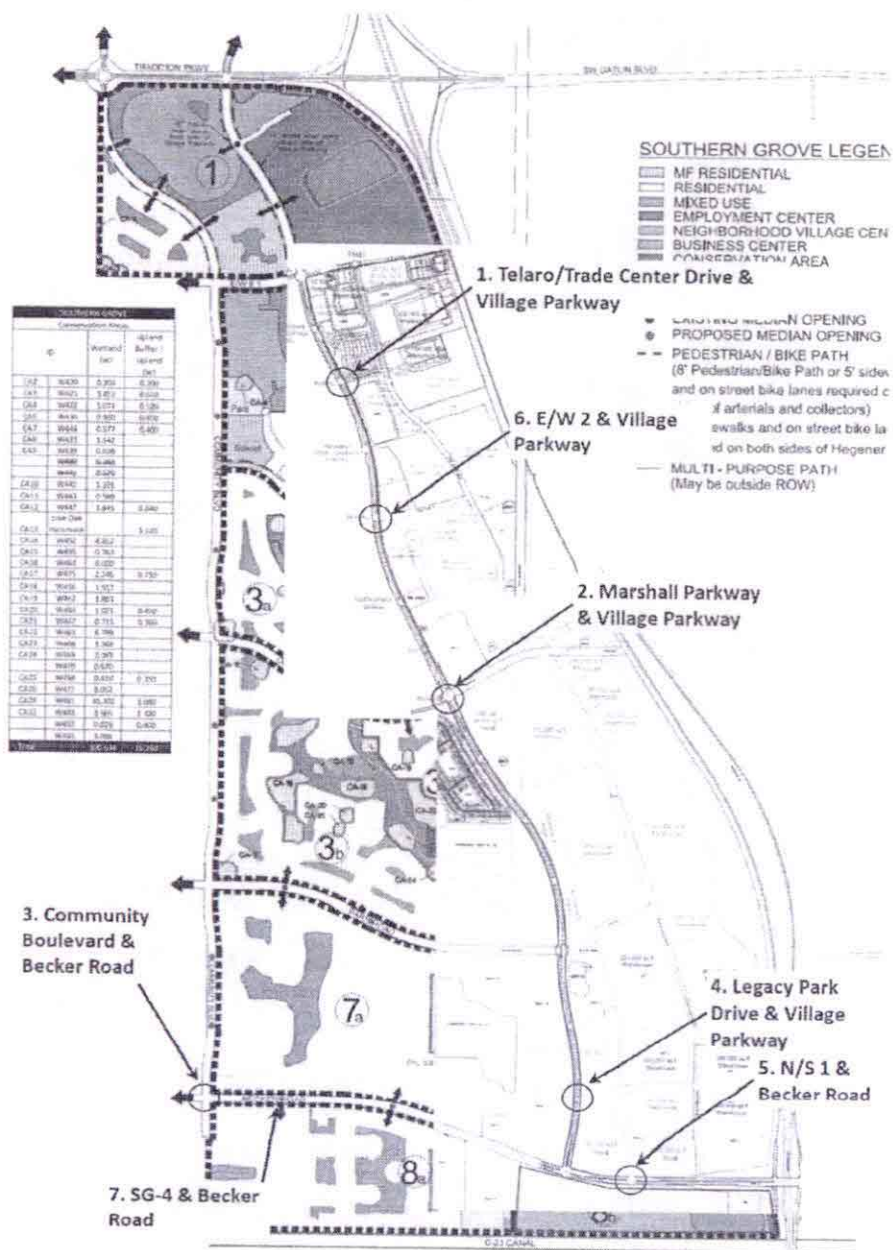
Notary Public-State of Florida

Print Name: Rachel L. Anderer Rivera

My commission expires: 10/28/2024

* * *

Exhibit "A" Location Map



MacKenzie
Engineering & Planning, Inc.

Exhibit "B"
Mattamy Roadway Facilities / Construction Plans

- Telaro Northern Entrance / Trade Center Drive & Village Parkway Intersection Signalization
- Marshall Parkway & Village Parkway Intersection Signalization
- Becker Road & Community Boulevard Intersection Signalization
- Southern Grove 4 & Becker Road Intersection Signalization
- Legacy Park Drive and Village Parkway Intersection Signalization

Exhibit "C"
GFC Roadway Facilities

- N/S 1 & Becker Road (Legacy Park PUD North-south road) Signalization
- E/W 2 & Village Parkway Signalization
- Hegener (FKA Paar) Drive and Village Parkway