

## WARRANTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Traditions Commerce Park, LLC, a Florida limited liability corporation (Developer), warrants to the City of Port St. Lucie (City) that the Transferred Improvements (as defined in the Bill of Sale Absolute executed by Developer and delivered to City) as shown in the approve Construction Plans and Specifications for Traditions Road & Lake Work under permit number #P21-263 (ex: P00-000), are free from any defect, whether patent or latent, in design, manufacture, construction, workmanship, and materials. The Developer agrees to indemnify and hold City harmless from any claim, loss, damage, or other expense whatsoever, including attorney's fees, that City may suffer as a result of the failure of the Transferred Improvements to be as warranted. This warranty shall expire twelve (12) months from the date all Transferred Improvements are completed and turned over to the City.

In the event any defect, malfunction, or failure, not caused by City's misuse or damage, occurs during the warranty period, the Developer will correct the defect, malfunction, or failure without any expense, cost, or charge to City. Such correction will consist of repair to the defective item to make it operational, or if such item cannot be repaired or it is not commercially practicable to do so, then at the Developer's option, the item may be replaced. If, after then (10) days' written notice, the Developer fails to proceed promptly to comply with the terms of this warranty, City may have the defect, malfunction, or failure corrected and the Developer will be liable for all expenses incurred.

The warranty set forth herein is cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law. Nothing herein shall relieve the Developer of responsibility to third parties for negligence or for any defect in design, manufacture, construction, workmanship, and materials as otherwise provided by law.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this 9 day of January, 2026.

[Signature page to follow.]

BY: INSERT [DEVELOPER NAME]

Traditions Commerce Park, LLC,  
a Florida LLC

By: Thomas Miller

Print Name: Thomas J. Miller

Title: Manager

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

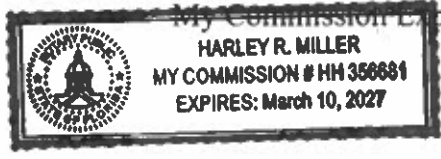
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9 day of January 2026. By \_\_\_\_\_ who  is personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public

Harley R. Miller  
Printed Name

Notary Public, State of Florida

My Commission Expires: 3/10/2027



[Acceptance of Warranty page to follow]

**ACCEPTANCE OF WARRANTY**

The above Warranty is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 2025.

Attest:

CITY OF PORT ST. LUCIE

Print Name: \_\_\_\_\_  
Title

By: \_\_\_\_\_  
Title

(Seal)

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_ day of \_\_\_\_\_ 2025. By \_\_\_\_\_ who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name

Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

