This instrument was prepared by and
upon recording should be returned to:
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Fox McCluskey Bush Robison, PLLC
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File No. MA303-0001

AGREEMENT FOR THE CONSTRUCTION OF PARK AND RECREATIONAL FACILITIES FOR REGIONAL PARK AND PARK IMPACT FEE CREDIT AGREEMENT (Western Grove / Regional Park)

This AGREEMENT FOR THE CONSTRUCTION OF PARK AND RECREATIONAL FACILITIES FOR REGIONAL PARK AND PARK IMPACT FEE CREDITS ("Agreement") is made and entered into effective as of the _____ day of _____, 2024 ("Effective Date"), by and between MATTAMY PALM BEACH, LLC, a Delaware limited liability company ("Developer"), and the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation ("City"). Developer and the City sometimes each referred to as a "Party" or jointly as the "Parties."

WITNESSETH

WHEREAS, the City owns that certain parcel of land described on **Exhibit "A"** attached hereto (the "Regional Park Property"); and

WHEREAS, in 2020 a conceptual master plan for the Regional Park Property was developed and this concept was approved by the City Council on April 19, 2021; and

WHEREAS, since that time it was determined that the conceptual master plan for the Regional Park Property will be constructed in phases; and

WHEREAS, Developer has agreed to construct or cause the construction of improvements on the Regional Park Property for Phase I of the Regional Park project, including but not necessarily limited to, clearing, infrastructure improvements, park and recreational facilities and such other related and associated improvements (all such improvements collectively referred to as (the "Park Improvements"), as more particularly described in **Exhibit "B"** this Agreement; and

WHEREAS, City desires to grant Developer a license agreement to construct the Park Improvements on the Regional Park Property; and

WHEREAS, Developer and the City agree to share in the cost of construction and development of the Park Improvements, as more particularly described in this Agreement; and

WHEREAS, the City has adopted a Park and Recreation Impact Fee Ordinance (the "Ordinance"), which provides for impact fees ("City Park Impact Fees") to be paid at the time of issuance of building permits for nonexempt dwelling units in the City for the purpose of ensuring

an adequate level of service in parks and recreational facilities in the City; and

WHEREAS, the Ordinance permits the City to grant impact fee credits in lieu of all or part of the payment of City Park Impact Fees for the dedication or donation of property for park and recreation facility and for the design, permitting and construction of capital improvements for a park and recreation facility ("City Park Credits") if the facility is described in the City's Park Program[1];

WHEREAS, the Regional Park is described in the City's Park Program; and

WHEREAS, the City desires to provide City Park Credits to Developer for a portion of the value of the Park Improvements; and

WHEREAS, Developer and the City desire to establish their respective rights and obligations regarding Developer's construction of the Park Improvements on the Regional Park Property and the granting of City Park Credits to Developer in exchange for such construction.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by both Parties hereto, the Parties hereby agree as follows:

A. Incorporation by Reference. The above recitals are true and correct and are made a part of this Agreement by reference.

B. Grant of License for Park Improvements Construction. Subject to the terms and conditions set forth below, (i) City hereby grants and conveys to Developer (a) a temporary license in, over and across such portion of the Regional Park Property as is reasonably necessary for purposes of constructing the Park Improvements and other work related thereto; and (b) temporary license for ingress and egress, including but not limited to, construction vehicles for transport of equipment, materials and personnel, to and from such portion of the Regional Park Property as is reasonably necessary for purposes of constructing the Park Improvements, as well as conducting any pre-construction testing of the Regional Park Property; and (ii) City hereby grants and conveys to Developer, a license to but not the obligation to improve the Regional Park Property with a temporary road in order to facilitate such ingress and egress for construction of the Park Improvements, provided however, that any temporary construction of roadway within the Regional Park Property shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

C. Construction of Park Improvements

1. Construction Pursuant to Scope and Specs. Developer shall cause the Park Improvements to be engineered, designed and constructed in accordance with the plans and specifications that Developer shall cause to be prepared by an architect and/or engineer, which

[1] "Park Program" is that portion of the City's "Five Year Capital Improvement Program" identifying park and recreation improvements with funding programmed from park and recreation impact fees, as that program may be amended from time to time.

plans and specifications ("Scope and Specs") must be acceptable to City, which acceptance shall not be unreasonably withheld, conditioned or delayed, and must also be in substantial compliance with the preliminary plans and specifications attached hereto as **Exhibit "B"** (the "Preliminary Scope and Specs"). The construction of the Park Improvements shall be performed by Developer acting as a general contractor, or if not the Developer, a general contractor upon obtaining no less than three (3) bids to be provided to the City for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, and in strict accordance with the Scope and Specs approved by the City. A copy of the resulting contract shall be provided to the City. After the Scope and Specs are completed and approved by all governmental agencies and parties having approval right of such Scope and Specs, the Developer shall promptly cause the application for and the diligent pursuit of all necessary permits for the Park Improvements. Final Completion of all Park Improvements shall be within twenty-four (24) months of the Effective Date, subject to any delays caused by Force Majeure event or Weather Delay (as defined below) (the "Outside Completion Date").

For purposes of this Agreement, the "Final Completion" of construction of the Park Improvements shall not be deemed to have occurred until such time as the City has issued a Certificate of Completion (as defined in section C.8 below) for all Park Improvements, all applicable permits issued in connection with the Park Improvements have been properly closed, and the City has accepted all Park Improvements via Bill of Sale with corresponding Affidavit of No Liens ("Final Completion").

2. Conditions to Commencement of Construction. Prior to commencement of construction of the Park Improvements, Developer shall provide the City with: (a) a Park Improvement Bond in a form and content acceptable to the City, in an amount equal to 120% of the total estimated cost of the Park Improvements, as reflected in one or more cost estimate or budgets, issued by the contractor performing the construction of the Park Improvements based on the approved Scope and Specs; (b) evidence all necessary permits have been obtained; (c) a copy of the construction contracts; and (d) evidence of a certificate of insurance reasonably satisfactory to City evidencing liability insurance as set forth below.

3. Insurance Requirements.

Prior to the commencement of any work contemplated by this Agreement, Developer must provide the CITY a certificate of insurance evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

i. Workers' Compensation Insurance & Employer's Liability: Developer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

ii. Commercial General Liability Insurance: Developer shall agree to 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
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

iii. Additional Insured: Developer shall provide an Additional Insured endorsement attached to the certificate of insurance (should be CG2026) under the General Liability policy. Developer's coverage shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. 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.

iv. Except as to Workers' Compensation and Employers' Liability insurance, Developer's Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include the Agreement for Construction of Park and Recreational Facilities for Regional Park and Impact Fee Credit Agreement."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, shall Developer be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

v. Business Automobile Liability Insurance: Developer shall agree to 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 Developer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Developer to agree 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. A waiver of

subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

vi. Waiver of Subrogation: By entering into this Agreement, Developer agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Developer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

vii. Deductibles: All deductible amounts shall be paid for and be the responsibility of Developer for any and all claims under this Agreement.

B. It shall be the responsibility of Developer to ensure that all Contractors, independent contractors and/or sub-contractors (CONTRACTOR) comply with the **below insurance requirements**. It shall be the responsibility of Developer to obtain Certificates of Insurance from all CONTRACTORS listing the City as an Additional Insured without the language, "when required by written contract."

i. Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum.

ii. Commercial General Liability Insurance: CONTRACTOR shall agree to 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
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

iii. 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 Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. 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 mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. 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.

iv. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability, Business Automobile Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include the Agreement for Construction of Park and Recreational Facilities for Regional Park and Impact Fee Credit Agreement."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the CONTRACTOR shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

v. Business Automobile Liability Insurance: CONTRACTOR shall agree to 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 the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to agree 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.

vi. Pollution Liability Insurance: CONTRACTOR shall agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

vii. Waiver of Subrogation: The CONTRACTOR agrees to a Waiver of

Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. 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 CONTRACTOR enter into such a contract on a pre-loss basis..

viii. Deductibles: All deductible amounts shall be paid for and be the responsibility of CONTRACTOR for any and all claims under this Agreement.

C. Developer, and the CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

D. The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

E. A failure on the part of the part of Developer to execute the Agreement and/or punctually deliver the required insurance, and other documentation may be cause for cancellation of this Agreement.

4. Indemnification. Developer shall indemnify and hold harmless City, and its directors, officers, employees and agents, and their respective heirs, successors and assigns, from and against any and all liability to any person or entity for or on account of any death or injury to persons or any damage to property, as well as any loss, damage, lien, claim, injury or expense (including reasonable out-of-pocket attorneys' fees and actual out-of-pocket costs) which is a direct cause of Developer's negligence or willful act or omission or, resulting from, arising out of or occurring in connection with this Agreement, including but not limited to, the use of the Regional Park Property by Developer or its agents, employees or contractors during the construction of the Park Improvements, including, without limitation, a violation of any federal, state or local environmental, health or safety rules or regulations by Developer or its agents, employees or contractors in the use of the Regional Park Property, which indemnification and hold harmless shall survive any termination of this Agreement

5. Termination. The temporary license elements of this Agreement, including, without limitation, the rights and obligations of Developer hereunder (except for those obligation which expressly survive the termination hereof) shall terminate upon the earlier to occur of: (i) Final Completion of the Park Improvements; and/or (ii) following written notice from City to Developer after the occurrence of a Developer Event of Default, following Developer's right to cure same (as

defined below); and/or (iii) if the construction and excavation of the Park Improvements are not completed by the Outside Completion Date, subject to a Force Majeure or Weather Delay or any extension that may be agreed to by the Parties.

6. Use of the Regional Park Property by Developer. The Developer shall use the Regional Park Property in accordance with all applicable federal, state and local laws, rules and regulations, licenses, permits and orders including those of all applicable governmental and quasi-governmental agencies, boards and instrumentalities. Developer shall not permit any Developer employees, agents or contractors to store or place at any time any items (including vehicles) within the Regional Park Property which could block vehicular or pedestrian access from and across the Regional Park Property. Accordingly, any entry upon the Regional Park Property by Developer, its employees, agents or contractors, to either construct, excavate or maintain the Regional Park Property will be subject to the reasonable requirements of the City if the requirements are provided to Developer in writing. Developer shall promptly restore any damage to any improvements located on the Regional Park Property and caused by Developer's, its employees', agents' or contractors' use of the Regional Park Property at the Developer's sole expense.

7. Inspection of Improvements by City. During the construction of the Park Improvements, from time to time, the City may perform inspections of the construction. Such inspections shall be attended by designated representatives of both the City and Developer and to the extent possible shall take place at a time mutually agreed to by both Parties. The City shall use best efforts to minimize any interference or interruption to any construction activity occurring at the Regional Park Property. No later than three (3) business days after such inspection, the City shall give Developer a written inspection report, identifying any violations of the Scope and Specs or any applicable building code, or whether the construction is satisfactory. Notwithstanding, this provision is inapplicable to City staff performing inspections of the site plan per the Site Plan Review Committee and permitting/inspection process.

8. Notice of Completion of Construction. Developer shall provide written notice to the City of its completion of construction of the Park Improvements or components of Park Improvements, and within seven (7) business days after delivery of such notice, the City shall make a final inspection to confirm that the relevant Park Improvements or components of Park Improvements, have been completed in substantial compliance with the Scope and Specs and compliance with any applicable codes, regulations or laws. Upon receipt of notice from the City that the Park Improvements or components of Park Improvements have passed the forgoing inspection, and at a mutually agreeable time thereafter, Developer shall deliver to the City (a) a signed Bill of Sale, in a form mutually acceptable to the Parties (the "Bill of Sale") conveying the Park Improvements or components of Park Improvements to the City, (b) an Affidavit of No Liens (c) a signed assignment of warranties, in a form mutually acceptable to the Parties, assigning to the City the Developer's rights and interest in and to all third party warranties pertaining to the Park Improvements or components of Park Improvements, to the extent assignable, Developer will use its best efforts to ensure all warranties are assignable including a Warranty for General Construction Work (the "Assignment of Warranties"). Other than the foregoing, Developer shall not give the City any warranties with respect to the Park Improvements or components of Park Improvements, including without limitation, warranties as to the quality, use or fitness of any construction, materials or equipment. Upon receipt and acceptance of the Bill of Sale, Assignment of Warranties, Affidavit of No Liens, and all permits issued in connection with the Park

Improvements or components of Park Improvements, having been properly closed, the City shall deliver to Developer written acceptance of the Park Improvements or components of Park Improvements ("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 Park Improvements or components of Park Improvements and Developer shall have no responsibility or obligation related to same. For the purposes of this Agreement "component of Park Improvements" shall mean the improvements being turned over to the City and may be any portion of the Park Improvements as agreed between Developer and City.

9. Naming of Park. Intentionally Omitted.

D. Funding Sources and Reimbursement Procedure.

1. Funding Sources. The estimated cost of the Park Improvements is approximately **$22,847,418.36**, less any amounts reimbursed to Developer pursuant to the Early Site Work Agreement (Earthwork Construction) between Developer, the City and the Tradition Community Development District 1 ("Earthwork Funds"). The Parties acknowledge that this amount is an estimate and subject to change. Developer and the City hereby acknowledge and agree that the cost of designing, permitting and construction of the Park Improvements shall be paid by Developer, with portions of such costs to be reimbursed to Developer.

A. *City Reimbursement.* City has the following funds available to it to reimburse Developer:

i. City cash funds up to $18,727,418.00 ("City Cash Contribution", less the Earthwork Funds);
ii. City Park Credits up to $2,100,000.00, (i. and ii. herein collectively defined as "City Share").

Developer acknowledges and agrees that it will not receive reimbursement for expenses associated with Tradition Regional Park from the City for any amounts above and beyond the City Share.

b. *County Reimbursement.* St. Lucie County ("County"), Developer, and City intend to enter a Parks Impact Fee Credit Agreement for Traditional Regional Park ("County Credit Agreement") whereby County will provide Developer with $2,750,00.00 of County Park Impact Fee Credits ("County Credits") for certain portions of the Park Improvements, specifically those relating to athletic fields ("County Creditable Improvements") once the requirements for reimbursement pursuant to the County Credit Agreement have been met, which requirements include or will include the Developer providing documentation to County confirming that a particular component of a County Creditable Improvement has been completed and accepted by the City. Developer acknowledges that it will be required to complete the Park Improvements described on **Exhibit "B"** notwithstanding the final terms of the County Credit Agreement, whether the County Credit Agreement is executed, or whether the County Credit Agreement expires or is terminated. Developer agrees and acknowledges it will not seek reimbursement for

expenses associated with Tradition Regional Park from the City for any amounts above and beyond the City Share.

c. *Order of Use of Reimbursement Funds.* Developer shall be reimbursed through drawdowns from City Cash Contribution first and City Park Credits second. Notwithstanding, to the extent available, Developer shall draw down on County Credits first for reimbursement of any components of Park Improvements that are County Creditable Improvements until such time as the County Credits are unavailable.

d. *Developer Responsibility.* Developer shall be responsible for any expenses or costs for the Park Improvements that are not reimbursable by the City or County pursuant to Section D. However, City acknowledges Developer may seek reimbursement from a relevant Community Development District ("CDD") through an improvement acquisition agreement entered with the relevant CDD so long as the bond issue serving as the CDD funding source makes provision for direct transfer of such infrastructure to the City ("Developer's Share"). However, a homeowner's lot will not be subject to CDD debt assessments to repay the CDD's direct financing of costs of one or more of the Park Improvements (as evidenced by the CDD Engineer's Report associated with such CDD bond issuance), unless the homeowner's lot so assessed receives the benefit of any City Credit granted for such costs and charge.

e. *Non-reimbursable expenses.* Developer agrees and acknowledges that:

i. it has voluntarily entered into this Agreement with the City and the City did not require this Agreement in exchange for the right for Developer to develop property; and
ii. the City did not require this Agreement in exchange for the right for Developer to develop property; and
iii. this Agreement does not constitute an exaction; and
iv. that all costs relating to the Traditional Regional Park not explicitly identified as reimbursable by this Agreement are a donation to the City; and
v. it is not entitled, waives any right to, and will not seek reimbursement or impact fee credits for any expenses incurred relating to Tradition Regional Park from the City above and beyond the City Share.

2. Reimbursement Procedure. Developer agrees to pay for the costs of designing, permitting, and constructing the Park Improvements and the City agrees to reimburse Developer such costs, up to the City's Share. Developer shall receive reimbursement payments as follows: upon completion of a component of the Park Improvements, Developer shall submit a request for such payment to the City. Upon turnover and acceptance by the City of such component of the Park Improvements in accordance with Section C.8 above, the City shall pay Developer for such improvements in accordance with the terms of this Agreement. The payment will be based on documentation (sufficient to the City in its reasonable discretion) showing the actual cost of the component of the Park Improvements that Developer seeks reimbursement for. The City shall have

thirty (30) days from receipt of such request for payment to review and approve or reject same, which approval shall not be unreasonably withheld or delayed. No later than thirty (30) days after such approval of the payment request, and acceptance of turnover of the component(s), the City shall deliver to Developer the applicable payment.

3. Park Improvement Bond. The Park Improvement Bond shall stay in effect until Final Completion and at which time the Park Improvement Bond shall be terminated and/or released by City. The Park Improvement Bond may be drawn upon by City to pay the costs related to completing the construction of the Park Improvements if such construction is not completed as provided in this Agreement, it being understood that the right to draw upon the Park Improvement Bond shall survive any termination of this Agreement resulting from a Developer Event of Default. Prior to the City having the right to draw on the Park Improvement Bond as a result of Developer's failure to complete Final Completion by the Outside Completion Date, City shall send a second written notice to Developer indicating its intent to draw on the Park Improvement Bond if Developer does not cure such failure within twenty (20) days from receipt of such written notice. Notwithstanding the foregoing, the Developer shall have the right, but not the obligation, during the course of construction of the Park Improvements, to reduce the Park Improvement Bond from time to time, so long as the Developer submits to the City, an engineer's certificate signed by the EOR certifying the percentage completion, the Park Improvement Bond may be reduced by an amount equal to one half of such percentage.

E. Issuance of City Park Credits.

1. Impact Fees. Developer shall be entitled to credits against City Park Impact Fees up to $2,100,000.00 (expressed in 2024 dollars) as set forth in Section D of this Agreement. Upon Developer being eligible to seek City Park Credits for reimbursement of components of Park Improvements pursuant to Section D.1.c above, and completing the process for reimbursement pursuant to Section D.2 above for a particular component of Park Improvements, the City shall issue a City credit receipt confirming the amount of City Credit issued to Developer ("Credit Receipt"). The total of each Credit Receipt will be placed in an account for Developer and permitted Credit Assignee (as defined below) to drawdown on ("Traditional Regional City Park Credit Account").

2. Credit Value. Pursuant to section 163.31801(5), Florida Statutes (2023), the holder of a Credit Receipt or Credit Assignee (as defined below) thereof shall be entitled to the full benefit of the density or intensity based on City Park Impact Fee rates in effect when each component of Park Improvements is completed and the Credit Receipt is issued ("Effective Fee"). Upon exhaustion of the total City Park Credits established under this Agreement, unless this Agreement is amended, supplemented and/or replaced and additional City Park Credits are granted to Developer, the building permit applicants for all remaining nonexempt dwelling units in the Western Grove Development of Regional Impact recorded in Official Records Book 5102, Page 1654 of the Public Records of St. Lucie County, Florida, as may be amended, Southern Grove Development of Regional Impact recorded in Official Records Book 5086, Page 2121 of the Public Records of St. Lucie County, Florida, as may be amended and Tradition Development of Regional Impact recorded in Official Records Book 3864, Page 1840 of the Public Records of St. Lucie County, Florida, as may be amended (collectively "DRI Properties"), as applicable, shall pay

directly to the City, at building permit issuance, the then applicable Park Impact Fees in accordance with the City's Code. This Agreement is not intended to determine whether a Credit Receipt, or portion thereof, assigned to development outside of the DRI Properties is entitled to the Effective Fee. This determination shall be made separately by the City in accordance with the Ordinance and Florida law.

3. Limitation of City Park Credits. City Park Credits may be applied against only City Park Impact Fees and shall not be transferable as a credit against other impact fees imposed for purposes other than parks.

4. City Park Credit Use and Developer Audit Report. Upon Developer or Credit Assignee (as defined below), utilizing City Park Credits from a Credit Receipt, City will draw down from Developer's Traditional Regional City Park Credit Account. Developer shall maintain a ledger of all City Park Credits utilized or assigned and upon request from the City, shall provide the City with a copy of its ledgers. Additionally, Developer shall provide City's Planning Director with a quarterly report (the "Audit Report") beginning on the first day of the first calendar quarter subsequent to the date of the issuance of the first Credit Receipt. Each Audit Report shall indicate the beginning City Park Credits balance, the number and type of building permits issued within the DRI Properties during the previous reporting period, the amount of City Park Credits used during such reporting periods, and the ending balance of the City Park Credits. The Audit Report shall also include information relating to any transfer of City Park Credits to another party, if applicable.

5. Transferability and Assignability of City Park Credits. City Park Credits are assignable in conformance with section 163.31801, Florida Statutes, to an assignee ("Credit Assignee"). If a City Park Credit is proposed for use or assignment, outside of the DRI Properties or in an adjacent benefit district, Developer or Credit Assignee shall provide notice to the City Manager no less than fifteen (15) business days, as documented by courier receipt, prior to use or assignment, as applicable (provided however, if credits are assigned for use outside of the DRI Properties, and such assignment is approved by the City as set forth herein, a second City approval shall not be required prior to the use of such credits). The notice shall provide a copy of the assignment, if applicable, and all technical data necessary for the City to determine whether the assignment or use, or both, as applicable, complies with section 163.31801. The City Manager or designee shall confirm in writing within ten (10) business days, as documented by courier receipt, following receipt of the notice whether the City objects to the assignment or use, or both, as applicable, of the City Park Credit based on compliance with statutory requirements. If the City does not provide a response, the assignment or use, or both, as applicable, of the City Park Credit shall be deemed unacceptable. If the City objects, the Parties shall meet in a good faith effort to resolve the objection. Developer shall provide documentation to the City of any executed assignment of City Park Credits to a Credit Assignee for transfer and use. Notwithstanding the foregoing, (i) Developer shall reserve sufficient City Park Credits to support development within the DRI Properties and (ii) no City Park Credits arising from Park Improvements financed with CDD debt assessments may be transferred outside the area subject to such debt assessments and the credits so generated shall be retained for the benefit of the assessed properties. Other than assigning City Park Credits granted pursuant to this Agreement, Developer may not assign any of its rights, responsibilities, or obligations under this Agreement without the written approval of the

City.

F. Semi-Annual Reports. Developer shall provide the City a semi-annual report indicating work completed and the amount of funds expended. The initial report shall be delivered to the City Manager or designee, and the City's Project Manager for the project, on or before June 1, 2024, and continue each June 1 and December 1 of every year thereafter through Final Completion of the project.

G. Right of Audit. Developer gives the City the right, until the expiration of five (5) years after use of City Park Credits under this Agreement, to audit the use of park impact fee credit. Upon reasonable demand, the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Developer involving transactions related to use of City Park Credits. Developer shall not charge City for such audit. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or until the expiration of five (5) years after use of City Park Credits. In the event an audit determines that Developer used the credits in violation of this Agreement, Developer agrees to reimburse City for the amount of funds improperly used within 30 days of demand by the City.

H. Default.

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

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

b. 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

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

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

a. Developer. If Developer defaults by failing to timely comply with any of its obligations related to the Park Improvements the City may collect on the Park Improvement Bond, using contractors selected by the City, and use the Park Improvement Bond for payment of all fees, costs and expenses incurred by the City to so complete the construction. In the event the Park Improvement Bond is insufficient to cover the costs and expenses incurred by the City, the City shall have the right to seek reimbursement directly from Developer for any shortfall not covered by the Park Improvement Bond by pursuing all remedies available at law and/or in equity. In addition, for all defaults, including all obligations related to the Park Improvements, City may seek all remedies in equity or law, excluding

punitive, consequential and incidental damages.

b. City. If the City defaults under this Agreement, Developer's sole, and exclusive remedy is to seek specific performance for such obligation.

I. Miscellaneous Provisions.

1. Recording of Agreement. This Agreement, and any supplement to or other amendment of this Agreement, shall be recorded in the Public Records of St. Lucie County, Florida, at the expense of Developer, and shall be binding upon the heirs, successors, and assigns of both the Developer and the City, except as otherwise expressly set forth herein. The foregoing and any other provision of this Agreement notwithstanding, the obligations of Developer set forth in this Agreement shall not be deemed to be the obligations of any homeowner or homeowners who may purchase any lot in Western Grove sold for residential use and this Agreement shall not be deemed to encumber or run with title to any such residential lot after the first conveyance of such residential lot with a constructed home to a homeowner.

2. 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 considered to be 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**"). 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 Developer from constructing the Park Improvements. If Developer believes a Weather Day has occurred, Developer shall submit a request for time extension within ninety (90) days after the occurrence of the Weather Days, which, in the opinion of Developer, warrants such an extension with reasons clearly stated and a detailed explanation given with sufficient documentation as to why the event is considered to be 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 Developer 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.

3. Cooperation. The City shall cooperate with Developer's efforts to obtain any permits and approvals needed for Developer to construct the Park Improvements, and to complete all other applicable work in accordance with this Agreement. Such cooperation shall include promptly reviewing and signing, as property owner, any applications, consents, joinders or plats, as needed to obtain such permits and approvals and to construct the Park Improvements, without unreasonable delay. Notwithstanding the foregoing, Developer acknowledges and agrees that when City acts or exercises any rights or obligations under this Agreement relating to cooperating with Developer to obtain permits and approvals needed for Developer to construct the Park Improvements, City is doing so as the fee owner of the Land and is not doing so in the exercise of any governmental regulatory capacity. Should the City, acting in its governmental regulatory capacity, not approve any required application for development approval required for the granting of a permit or other development approval for construction of the Park Improvements, neither this Agreement, nor any of its provisions, shall be the basis in any respect for a claim against City for breach of this Agreement or a basis in any respect for a claim against the City acting in its governmental regulatory capacity as a result of such denied development approval or permit.

4. 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 Developer:

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

and to:

Mattamy Palm Beach, LLC
Attention: Nicole Swartz, General Counsel
4901 Vineland Road, Suite 450
Orlando, Florida 32811

With copy to:

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

5. Indulgence Not Waiver. The indulgence of either 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.

6. 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. Notwithstanding, this Agreement is not intended to negate or supersede the Early Site Work Agreement (Earthwork Construction). This Agreement may only be amended by written document executed by both Parties.

7. 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, without reference to the laws of any other state or nation. In the event it is necessary for either 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 WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause survives the expiration or termination of this Agreement.

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

9. 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.

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

11. Assignability. Except as otherwise permitted elsewhere in this Agreement, the rights and obligations of Developer 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.

12. 713 Notice. Under section 713.10, Florida Statutes, the interest of City in the Regional Park Property or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of Developer and it is specifically provided that neither Developer nor any one claiming by, through or under Developer, 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 Regional Park Property or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom Developer may deal are put on notice that Developer 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 Developer must look solely to the Developer and not to City's said interest or assets. Developer shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the Regional Park Property of the foregoing.

13. Public Records: The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. Developer shall comply with Florida's Public Records Law. Pursuant to section 119.0701, Florida Statutes:

Developer agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform under this Agreement:

A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

B. During the term of the Agreement, Developer maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports relating to matters arising from and relating to this Agreement shall be subject to the review of the City, and upon City's reasonable written request such forms shall be modified as necessary to comply with applicable law.

C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Developer's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.

D. Developer agrees to make available to the City, during normal business hours, all books of account, reports and records relating to this Agreement.

E. A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Developer do not transfer the records to the City.

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Developer, or keep and maintain public records required by the City to perform the service. If Developer transfers all public records to the City upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintain public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

14. E-Verify. In accordance with section 448.095, Florida Statutes, Developer agrees to comply with the following:

A. Developer or its contractors (as applicable) must register with and use the E-Verify system to verify the work authorization status of all new employees of Developer or its contractors. Developer provides the City with sufficient proof of compliance with this provision before beginning work under this Agreement.

B. If Developer enters into a contract with a subcontractor for work provided under this Agreement, Developer must require each and every subcontractor to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Developer shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.

C. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.

D. Developer shall immediately terminate any contract with any subcontractor performing work under this Agreement if they have, or develop, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Developer providing work under this Agreement knowingly violated section 448.09(1), Florida Statutes, or any provision of section

448.095, Florida Statutes, the City shall promptly notify Developer and order Developer to immediately terminate the contract with the subcontractor.

E. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Developer may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract via this section.

F. The Developer, City or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The Parties agree that such a cause of action must be filed in accordance with the Venue provision, as otherwise provided herein.

15. Discriminatory, Convicted, and Antitrust Violator Vendor Lists: Developer certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

16. Cooperation with Inspector General: Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Developer understands and will comply with this statute.

[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:

Witnesses:

City of Port St. Lucie, a Florida Municipal corporation

_____
Print Name: _____
Address: _____

By: _____
Print Name: _____

_____
Print Name: _____
Address: _____

Its:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2024, by _____, as _____ of the City of Port St. Lucie, a Florida municipal corporation, on behalf of the City.

[Notary Seal]

_____
Notary Public-State of Florida
Print Name:
My commission expires:

* * *

Witnesses:

Print Name: Tamara Williams
Address: 2500 Quantum Lakes Blvd, Boynton Beach 33426

Print Name: Laura Meyer
Address: 2500 Quantum Lakes Blvd., Boynton Beach FL, 33426

DEVELOPER:

Mattamy Palm Beach, LLC, a Delaware limited liability company

By: _____
Print Name: Karl Albertson

Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 29th day of April, 2024, by Karl Albertson, as Auth'd Signatory of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of the company.

[Notary Seal]

MARTHA H. SILCOX
Notary Public - State of Florida
Commission # HH 071432
My Comm. Expires Dec 13, 2024
Bonded through National Notary Assn.

Martha Silcox
Notary Public-State of Florida
Print Name: MARTHA SILCOX
My commission expires: 12/13/2024

* * *

Exhibit "A"
Location of Regional Park

Tract A, plat of Tradition Regional Park, according to the map or plat thereof as recorded in Plat Book 100, Page 20, Public Records of St. Lucie County, Florida.

Exhibit "B"
Scope and Specs

Regional Park -Park Improvements

Group/Stage# (for bonding)	Item	Revised Drawings	Notes
1	Sitework	$1,791,790.00	
1	Environmental Services (Gofer Tortoise Relocation) Allowance	$400,000.00	
2	Drainage	$1,614,438.05	
2	Sanitary Sewer (Includes LS)	$1,038,107.95	
2	Forcemain	-	
2	Potable Water	$486,419.20	
3	Roads/Parking Lot Inc Curb	$1,934,639.00	
3	Internal Sidewalks	$1,189,000.00	
4	Fields (Inc fld drainage)	$7,949,450.00	Budget Pricing LTG - 4 baseball flds synt turn, 1 multisport fld synt turf, bases, goal posts - Includes VE of Shock Pads on fields ($1.5/sf (4flds @ 117,255 SF)
6	Site Irrigation and Landscape	$1,356,000.00	Bermuda turf grass at 3 practice flds
6	Fencing	see note	Included in Fields Number
6	Batting Cages	see note	Included in Fields Number
6	Shade Structures Dugout Assembly &Bullpens w turf	see above	Included in Field Number -
6	Aluminum Bleachers	$48,500.00	
6	Netting System at Baseball Fld/1 MS	see note	Included in LTG Field Number
6	FFE Dugouts	$40,000.00	Rough order of Magnitude - 5K per dugout includes benches/bat rack/helmet rack)
6	Site Furnishings Allowance	$50,000.00	Allowance for garbage cans, benches signage
6	Restrooms	$750,000.00	Price for 2- Pomona CXT Restrooms

7	AV Low Voltage Allowance	$100,000.00	
7	Site Electric Allowance	$300,000.00	FPL conduit
7	Maintenance Bldg Allowance	$550,000.00	Revised based off of Proposal on Pre-Engineered Mtl Bldg (Sportsman Park)
7	Parking Lot Lighting	$0.00	Assume FPL
	Total Hard Costs	**$19,598,344.20**	
	Bonding	$97,991.72	0.5% of improvement cost
	Contingency (10%)	$1,959,834.42	Revised Contingency from 10%
	Total Projected Budget	**$21,656,170.34**	

SOFT COSTS

Group/Stage# (for bonding)	Item	Revised Drawings	Notes
	Design costs (2% vs 5% typ.)	$433,123.41	Remaining costs, as mostly designed
	Permitting & Impact Fees (Est. 3%)	$649,685.11	
	Insurance (1%)	$108,439.50	
	SUBTOTAL (HARD & SOFT COST)	**$22,847,418.36**	