

**AGREEMENT WITH RESPECT TO FPL LIGHTING AGREEMENTS FOR PORTION OF
MARSHALL PARKWAY**

THIS AGREEMENT WITH RESPECT TO FPL LIGHTING AGREEMENTS (“Agreement”) is entered into on this ___ day of _____, 2025, between the CITY OF PORT ST. LUCIE, a municipal corporation (hereinafter, the “City”) and MATTAMY PALM BEACH, LLC, a Delaware limited liability company (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer is in the process of constructing the portion of Marshall Parkway from Cerise Drive to SW Community Blvd (“Marshall Parkway”) pursuant to final construction plans approved by the City (the “Approved Plans”); and

WHEREAS, section 156.117 of the City’s Code requires that street lighting shall be installed in all subdivisions and section 156.147 of the City Code identifies streetlighting as a component of improvements a developer is required to install within a subdivision; and

WHEREAS, the Developer did not and does not plan to install streetlights itself or pay for the installation of the streetlights and related equipment; and

WHEREAS, instead the Approved Plans include the installation of streetlights and related equipment by Florida Power & Light (“FPL”) as the mechanism to fulfill streetlight requirements; and

WHEREAS, in order to facilitate the completion of the portion of Marshall Parkway that is under construction, the City will execute a lighting agreement with FPL in substantially the form attached as Exhibit “A” for installation and maintenance of the streetlights (“FPL Lighting Agreement”); and

WHEREAS, the FPL Lighting Agreement requires the City to pay a leasing fee for the light poles and fixtures installed by FPL, maintenance charges, energy charges, among other fees and charges; and

WHEREAS, the FPL Lighting Agreement does not require the Developer to incur any costs; and

WHEREAS, the Developer voluntarily agrees to provide the City with a payment equivalent to the cost the Developer would have incurred if it had installed the streetlighting itself to offset expenses incurred by the City relating to the City’s agreement to utilize the FPL Lighting Agreement; and

WHEREAS, the Developer voluntarily agrees to be responsible for facilitating completion of all aspects of the FPL streetlighting installation, including but not limited to, design, permitting, installation, coordination and management of the streetlighting installation work with FPL.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and, by this reference, are incorporated into this Agreement.

2. FPL LIGHTING AGREEMENTS. In recognition of the fact that the City agrees to execute the FPL Lighting Agreement with respect to Marshall Parkway in substantially the form attached

on Exhibit "A", the Developer will pay the City the estimated cost of what Developer installation of the streetlighting would have been, which the parties agree that such payment shall be \$239,200.40 as set forth on Exhibit "B" ("Lighting Funds"). The Lighting Funds will be paid to the City within thirty (30) days of the City providing Developer a fully executed FPL Lighting Agreement. Additionally, Developer shall be solely responsible for facilitating completion of all aspects of the FPL streetlighting installation, including but not limited to, design, permitting, installation, coordination and management of the streetlighting installation work with FPL (the "Preliminary Streetlighting Work"). The City shall have no financial obligation relating to the Preliminary Streetlighting Work. City agrees that the Developer's payment of the Lighting Funds and the Preliminary Streetlighting Work shall fulfill the streetlighting requirements set forth in the City's Code for Marshall Parkway.

3. USE OF LIGHTING FUNDS. Within forty-five (45) business days following the Effective Date, City shall create a specific benefit account ("Specific Account") in which the Lighting Funds are placed to fund future payments and costs associated with FPL Lighting Agreement and for general City streetlighting needs.

4. AMENDMENT; WAIVER. This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

5. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, emailed, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

City: City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Attention: City Manager – Jesus Merejo
cmo@cityofpsl.com

With a copy to: City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Attention: City Attorney – Elizabeth Hertz
ehertz@cityofpsl.com

Developer: Mattamy Palm Beach, LLC
1500 Gateway Boulevard, Suite 212
Boynton Beach, Florida 33426
Attn: Dan Grosswald

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

Fox McCluskey Bush Robison, PLLC
2300 SE Monterey Road, Suite 201

Stuart, Florida 34996
Attention: Tyson Waters, Esq.

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address or email address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

6. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable, unless the severed part of the Agreement is material to the Agreement.

7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

8. ASSIGNMENT. This Agreement may not be assigned without the written consent of the City. The City shall not unreasonably withhold its consent to such assignment.

9. COUNTERPARTS AND EXECUTION. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

10. NO THIRD-PARTY BENEFICIARY. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party. This Agreement has been entered into for the sole benefit and protection of the City and Developer and is not intended to confer upon any other person or entity any rights or remedies hereunder. This Agreement shall not provide any third-party with any right, remedy, claim, liability, reimbursement, or other cause of action.

11. INTERPRETATION; VENUE; JURY WAIVER. 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.

12. EXHIBITS. The following exhibits are attached to this Agreement and incorporated herein by this reference:

EXHIBIT "A" - Form of FPL Lighting Agreement

EXHIBIT "B" - Cost Estimate for Streetlighting

IN WITNESS WHEREOF, the parties hereto execute this Cooperation Agreement for Developer and further agree that it shall take effect as of the Effective Date first above written.

WITNESSES

CITY OF PORT ST. LUCIE,

a Florida municipal corporation

Signature

Print Name: _____

By: _____

Shannon M. Martin, Mayor

Signature

Print Name: _____

MATTAMY PALM BEACH, LLC

a Delaware limited liability company

Signature

Print Name: _____

By: _____

Name: *Karl Albertson*

Its: *Vice President*

Signature

Print Name: _____

EXHIBIT “A”
Form of FPL Lighting Agreement



FPL Account Number: 93260-34494

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Port St Lucie (hereinafter called the Customer), requests on this 9th day of July, 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Mattamy - Marshall Parkway, located in Port St Lucie, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
AEL ATB2 (Black)	120W	17300	4000K	28	0

- (1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Black Otagonal Concrete 37'(30'MH)	28	N/A

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): FPL to install fixtures per specifications in agreement with 8' arm bracket. Customer is responsible for any restoration needed. Mattamy (the developer) will be paying the \$916.52 CIAC cost detailed on page 3 section 3.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$238.75. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$916.52 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Port St Lucie
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

Micheal Meier
(Print or type name)

Title: _____

Title: FPL LED Lighting Solutions Representative

EXHIBIT “B”
Cost Estimate for Streetlighting

MARSHALL PARKWAY EXTENSION - PHASE III
FPL STANDARD STREET LIGHTING COST ESTIMATE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	PROJECT COST
101-1A	MOBILIZATION/GENERAL CONDITIONS/BONDS	LS	1		\$ -
715-1-114	CONDUCTOR (F&I) (INSULATED) (NO.6)	LF	900	\$ 2.40	\$ 2,160.00
715-1-119	CONDUCTOR (F&I) (INSULATED) (NO. 1/0)	LF	2957	\$ 1.20	\$ 3,548.40
630-2-11	2" CONDUIT (F&I) (IN TRENCH)(LIGHTING)	LF	3857	\$ 16.00	\$ 61,712.00
635-2-14	PULL BOX (F&I) (13" x 24")	EA	29	\$ 1,500.00	\$ 43,500.00
715-5-31	LUMINAIRE (F&I) (STREET LIGHT)	EA	28	\$ 1,500.00	\$ 42,000.00
715-516-116	LIGHTING POLE COMPLETE (F&I) (STREET LIGHT)	EA	28	\$ 2,500.00	\$ 70,000.00
715-7-11	ELECTRICAL SERVICE & RISER	EA	1	\$ 17,000.00	\$ 17,000.00
GRAND TOTAL					\$ 239,920.40