

MAINTENANCE TRANSFER AGREEMENT

5th This Maintenance Transfer Agreement (this "Agreement") is entered into as of the day of October by Reserve Commerce Centre Association, Inc., F.K.A. G. O. Team Industrial Park Property Owners Association, Inc. a Florida Not-for-Profit corporation ("Transferor") and , the City of Port St. Lucie, a Florida municipal corporation ("Transferee").

WHEREAS, Callaway Land & Cattle Co., Inc., a Florida profit corporation, and St. Lucie County Industrial Development Corporation, Inc., a Florida not-for-profit corporation and subsidiary of G.O. Team, Inc. owned land (the "Real Property") more particularly described in Exhibit "A";

WHEREAS, Utility Easements, Right-of-Ways and their contained facilities within the Real Property were dedicated to the City of Port St. Lucie or to the General Public;

WHEREAS, Transferor has been maintaining, repairing, replacing and paying for electricity for fifteen (15) roadway lighting poles and fixtures owned by the City of Port St. Lucie, located within the median of Commerce Center Drive, along with the associated load center;

WHEREAS, Transferor has made a written request to the Transferee to transfer the maintenance of fifteen (15) roadway lighting poles and fixtures, associated load center and Florida Power & Light Company power bills, more particularly described in Exhibit "B" ("Transferred Facilities");

NOW THEREFORE, for and in consideration of the sum of \$10.00 USD and other good and valuable consideration, the receipt and sufficiency of which is hereby forever acknowledged, the Parties covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Maintenance. Transferee, City of Port St. Lucie, agrees to be responsible for the operation, maintenance, and repair of the Transferred Facilities including any costs associated therewith, including, without limitation, any work reasonably necessary to maintain the Transferred Facilities in good operating condition at all times.
3. Third Parties. The provisions of this Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status unless otherwise expressly stated in this Agreement.
4. Non-Waiver. A failure of a party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or

condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent expressly set forth in such writing.

5. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Real Property to the City of Port St. Lucie, the general public or for any public purposes whatsoever, it being the intention of parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

6. Applicable Law. This Agreement shall be executed, construed and enforced in accordance with Florida law, excluding those laws dealing with conflicts of laws. Venue for any dispute between the parties regarding this Agreement and the subject matter hereof shall lie only in St. Lucie County, Florida.

7. Jury Waiver. Each party hereto, and its successors and/or assigns, hereby voluntarily, intentionally, irrevocably, and forever waive the right it may have to a trial by jury in respect of any litigation based hereon or arising out of, under, or in connection with this Agreement and the subject matter hereof.

8. Severability. If any clause or provision of this Agreement is deemed by a court of law illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the express intention of the parties that if any such clause or provision is held to be illegal, invalid, or unenforceable, there shall be added in lieu thereof a clause or provision as similar in terms to such clause or provision as is possible and still be legal, valid, and enforceable.

9. Captions. All captions, headings, and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect to the text of this Agreement.

10. Warranties and Representations. The Parties hereby represent and warrant that the person signing below on behalf of such Party is authorized to execute this Agreement, and has full power and authority to legally bind such Party to this Agreement.

11. Complete Agreement. This Agreement and the exhibits attached hereto constitute and embody the final and entire understanding and agreement the Parties with respect to the and the subject matter hereof, and this Agreement incorporates and includes all prior and contemporaneous negotiations, agreements, understandings, representations, and statements, oral or written, applicable or related to the matters contained herein. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement and the exhibits attached hereto, and the Parties shall not be bound by any terms, covenants, conditions, statements, representations, or warranties not expressly contained herein. Any and all prior or contemporaneous agreements, statements, understandings, negotiations, representations, and agreements, oral or written, between the Parties related to the subject matter of this Agreement are hereby superseded and merged in this Agreement, which fully and completely expresses the agreement between the Parties. Accordingly, it is agreed that no deviation from the terms

hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Amendment. This Agreement may be modified or amended only by way of a written instrument executed jointly by all Parties specifically referring to this Agreement and recorded in the Public Records of St. Lucie County, Florida. This Agreement may not be modified or amended in any other manner or fashion.

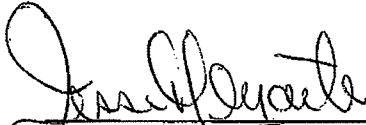
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[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Witnesses:

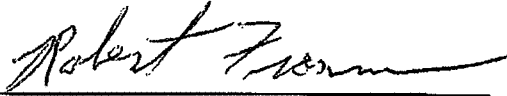
TRANSFEROR:

RESERVE COMMERCE CENTER ASSOCIATION, INC.



Printed Name: Jessie Infante

By:



Printed Name: Robert Fromm

Title:


Printed Name: Kevin Cordon

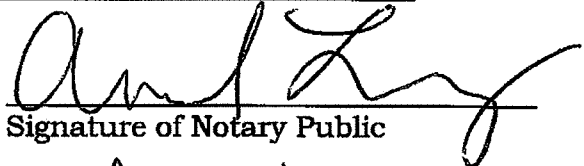
STATE OF Florida

COUNTY OF St. Lucie) ss

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28 day of April, 2021, by Robert Fromm, as Director of Association, a Florida _____, and on behalf of _____, who is ☒ personally known to me, or who has ☐ produced the following identification _____.



NOTARY SEAL/STAMP


Signature of Notary Public

Name: Amanda Lacey

Notary Public, State of Florida
My Commission expires

Witnesses:

TRANSFeree:

CITY OF PORT ST. LUCIE
a Florida municipal corporation

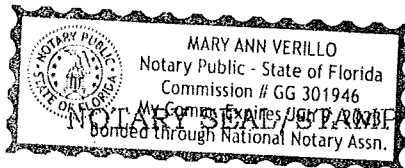
Mary Ann Verillo
Printed Name: Mary Ann Verillo

Jasmin Padava
Printed Name: Jasmin Padava

By: Russ Blackburn
Printed Name: Russ Blackburn
Title: City Manager

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 5 day of October, 2021, by Russ Blackburn, as
City Manager of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie, who
is [X] personally known to me, or who has [] produced the following identification



Mary Ann Verillo
Signature of Notary Public

Name: Mary Ann Verillo

Notary Public, State of Florida
My Commission expires 06/09/2023

EXHIBIT "A"
REAL PROPERTY

DESCRIPTION:

BEING ALL OF G.O. TEAM PARKWAY, G.O. TEAM INDUSTRIAL PARK - UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGES 31 AND 31A, OF THE PUBLIC RECORD OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF G.O. TEAM PARKWAY, AS SHOWN ON G.O. TEAM INDUSTRIAL PARK - UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGES 31 AND 31A, OF THE PUBLIC RECORD OF ST. LUCIE COUNTY, FLORIDA; THENCE S.45°14'48"E., A DISTANCE OF 510.00 FEET; THENCE S.63°40'54"E., A DISTANCE OF 158.11 FEET; THENCE S.44°45'12"W., A DISTANCE OF 2.73 FEET; THENCE S.89°24'22"E., A DISTANCE OF 239.63 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 644.39 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°01'36", A DISTANCE OF 371.45 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°42'52", A DISTANCE OF 414.83 FEET TO A POINT OF NON-TANGENCY, SAID POINT HEREON KNOWS AS **REFERENCE POINT "A"**; THENCE S.13°43'06"E. A DISTANCE OF 120.00 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 25.00 FEET, AND A RADIAL BEARING OF S.13°43'06"E. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°03'26", A DISTANCE OF 40.60 FEET TO A POINT OF NON-TANGENCY; THENCE S.73°13'35"W., A DISTANCE OF 70.00 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 25.00 FEET, AND A RADIAL BEARING OF S.73°13'28"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°03'26", A DISTANCE OF 40.60 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1150.00.00 FEET, AND A RADIAL BEARING OF S.19°49'58"E. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'00", A DISTANCE OF 252.90 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 764.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°37'43", A DISTANCE OF 381.93 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 25.00 FEET, AND A RADIAL BEARING OF S.03°48'15"E. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°58'17", A DISTANCE OF 37.51 FEET TO A POINT OF NON-TANGENCY; THENCE S.88°57'27"W., A DISTANCE OF 70.02 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 25.00 FEET, AND A RADIAL BEARING OF N.89°46'32"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°36'39", A DISTANCE OF 39.10 FEET TO A POINT OF NON-TANGENCY; THENCE N.89°24'22"W., A DISTANCE OF 296.71 FEET; THENCE N.45°14'48"W., A DISTANCE OF 660.00 FEET; THENCE N.44°45'12"E., A DISTANCE OF 120.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 218,920 SQUARE FEET OR 5.026 ACRES, MORE OR LESS.

(CONTINUE ON SHEET 2)

SURVEYOR'S NOTES:

- 1) Bearings and distances shown hereon are platted unless otherwise noted.
- 2) This survey is intended to be displayed at 1" = 250" or smaller.
- 3) This is not a Boundary Survey

COMMERCE CENTRE DRIVE SKETCH AND DESCRIPTION

REVISIONS				Prepared For: KOLTER HOMES, LLC.										
No.	Date	Description	Dwn.	Last Date of Field Survey: N/A										
				<div>SURVEYOR'S CERTIFICATE This certifies that a survey of the hereon described Sketch and Description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.</div> <div>Gary A. Rager FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828</div> <div>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</div>										
Sheet No. 01 of 04 Sheets				<div>GeoPoint Surveying, Inc.</div> <div>4152 W. Blue Heron Blvd. Suite 105 Riviera Beach, FL 33404</div> <div>Phone: (561) 444-2720 www.geopointsurvey.com Licensed Business Number LB 7768</div> <table><tr><td>Drawn:DC</td><td>Date:06/20/21</td><td>Data File: -</td></tr><tr><td>Check:GAR</td><td>P.C.:N/A</td><td>Field Book: -</td></tr><tr><td colspan="2">Section: 15 Twn. 36 S Rng. 39 E</td><td>Job #:Commerce Centre Dr SD</td></tr></table>		Drawn:DC	Date:06/20/21	Data File: -	Check:GAR	P.C.:N/A	Field Book: -	Section: 15 Twn. 36 S Rng. 39 E		Job #:Commerce Centre Dr SD
Drawn:DC	Date:06/20/21	Data File: -												
Check:GAR	P.C.:N/A	Field Book: -												
Section: 15 Twn. 36 S Rng. 39 E		Job #:Commerce Centre Dr SD												

TOGETHER WITH:

BEING ALL OF COMMERCE CENTRE PARKWAY, G.O. TEAM INDUSTRIAL PARK - UNIT THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 2 AND 2A, OF THE PUBLIC RECORD OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGIN AT SAID **REFERENCE POINT "A"**, ALSO BEING THE NORTHWEST CORNER OF COMMERCE CENTRE PARKWAY, AS SHOWN ON G.O. TEAM INDUSTRIAL PARK UNIT THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 2 AND 2A, OF THE PUBLIC RECORD OF ST. LUCIE COUNTY, FLORIDA; SAID REFERENCE POINT "A" BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1270.00 FEET AND A RADIAL BEARING OF S.13°43'W. AT SAID REFERENCE POINT "A"; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41", A DISTANCE OF 185.71 FEET TO A POINT TANGENCY; THENCE N.84°39'35"E., A DISTANCE OF 589.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°26'07", A DISTANCE OF 36.84 FEET TO A POINT OF NON-TANGENCY; THENCE S.89°46'32"E., A DISTANCE OF 70.00 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 25.00 FEET, AND A RADIAL BEARING OF S.89°45'55"E. AT SAID INTERSECTION; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°34'30", A DISTANCE OF 41.70 FEET TO A POINT OF TANGENCY; THENCE N.84°39'3E., A DISTANCE OF 57.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 1560.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°42'22", A DISTANCE OF 400.41 FEET TO A POINT TANGENCY; THENCE S.80°38'03"E., A DISTANCE OF 51.89 FEET; THENCE S.00°13'28"W., A DISTANCE OF 121.54; THENCE N.80°38'03"W., A DISTANCE OF 71.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 1440.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°42'22", A DISTANCE OF 369.60 FEET TO A POINT OF TANGENCY; THENCE S.84°38'35"W., A DISTANCE OF 66.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT OF NON-TANGENCY; THENCE S.84°39'35"E., A DISTANCE OF 70.00 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 25.00 FEET, AND A RADIAL BEARING OF S.84°39'35"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE S.84°39'35"W., A DISTANCE OF 581.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1150.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41", A DISTANCE OF 168.16 FEET TO A POINT OF NON-TANGENCY; THENCE N.13°43'06"W., A DISTANCE OF 120.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 171,424 SQUARE FEET OR 3.935 ACRES, MORE OR LESS.

CONTAINING A TOTAL OF: 390,344 SQUARE FEET OR 8.61 ACRES, MORE OR LESS.

**COMMERCE CENTRE DRIVE
SKETCH AND DESCRIPTION**

REVISIONS				Prepared For: KOLTER HOMES, LLC.
No.	Date	Description	Dwn.	Last Date of Field Survey: N/A
Sheet No. 02 of 04 Sheets				NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

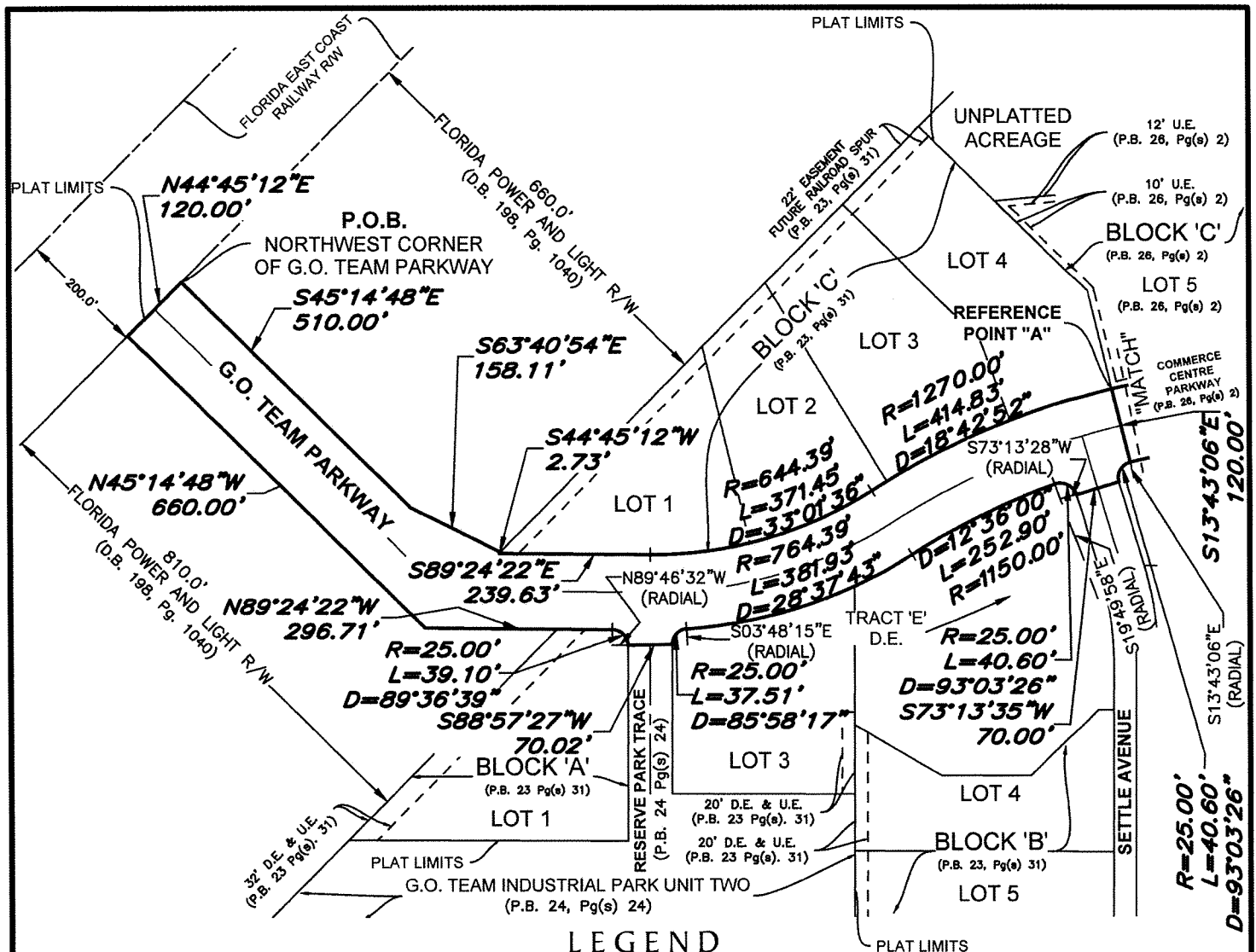


GeoPoint
Surveying, Inc.

4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

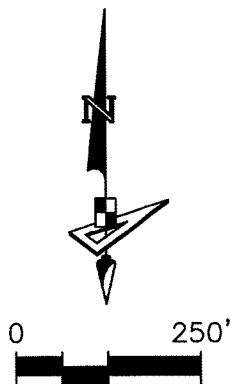
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: DC	Date: 06/20/21	Data File: -
Check: GAR	P.C.: N/A	Field Book: -
Section: 15 Twn. 36 S Rng. 39 E		Job #: Commerce Centre Dr SD



LEGEND

P.B. -----	Plat Book
Pg(s). -----	Page(s)
D.B. -----	Deed Book
O.R.B. -----	Official Records Book
R -----	Radius
L -----	Length
D -----	Delta
R/W -----	Right-of-Way
U.E. -----	Utility Easement
D.E. -----	Drainage Easement



SCALE: 1" = 250'

COMMERCE CENTRE DRIVE SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: KOLTER HOMES, LLC.

Last Date of Field Survey: N/A

GeoPoint
Surveying, Inc.

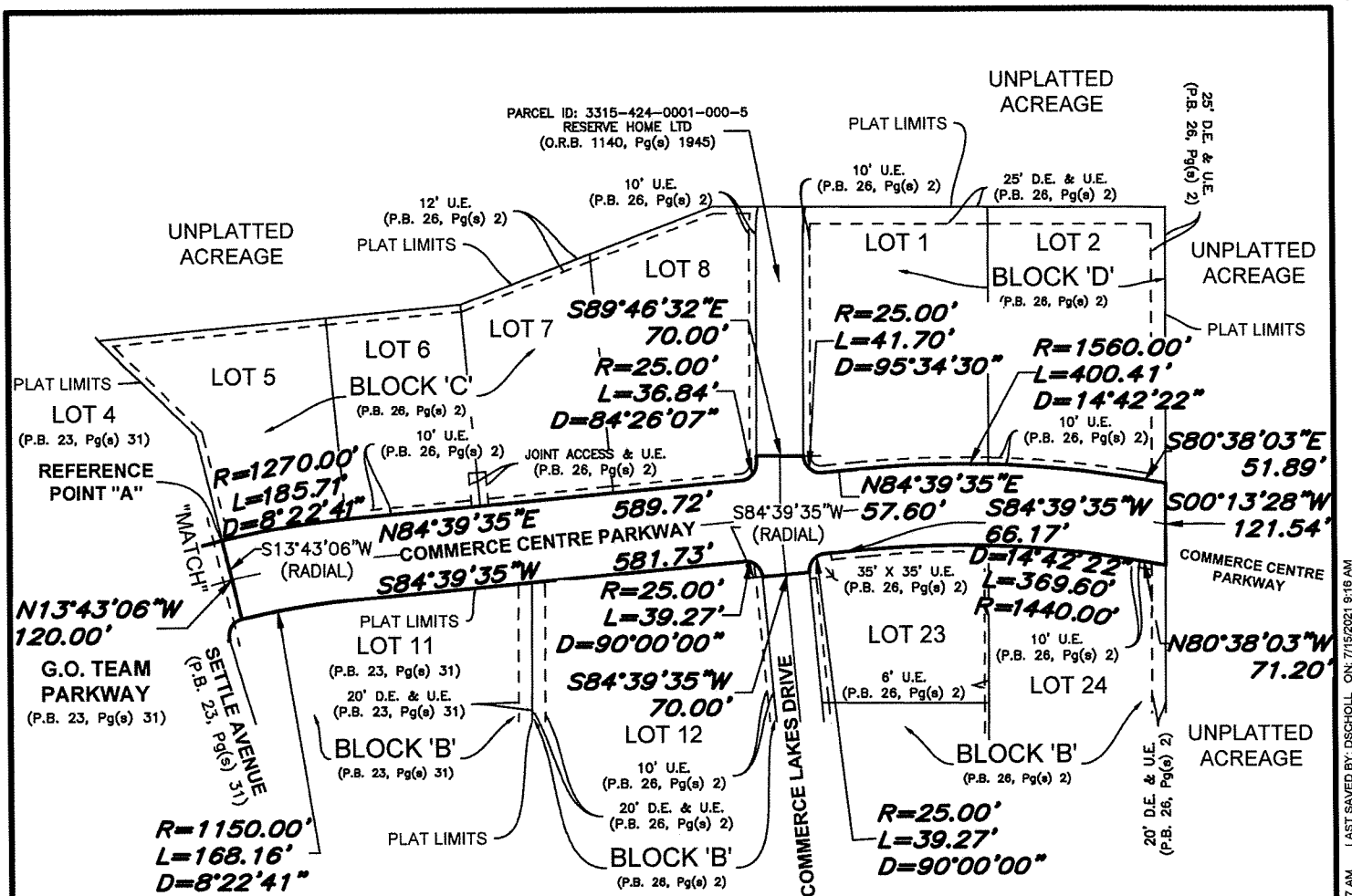
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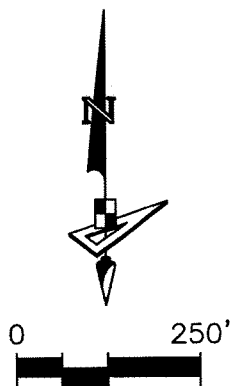
Sheet No. 03 of 04 Sheets

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LEGEND

P.B.	-----	Plat Book
Pg(s).	-----	Page(s)
D.B.	-----	Deed Book
O.R.B.	-----	Official Records Book
R	-----	Radius
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U.E.	-----	Utility Easement
D.E.	-----	Drainage Easement



SCALE: 1" = 250'

COMMERCE CENTRE DRIVE SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: KOLTER HOMES, LLC.

Last Date of Field Survey: N/A

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Section: 15 Twn. 36 S Rng. 39 E	Job #: Commerce Centre Dr SD	

Sheet No. 04 of 04 Sheets

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EXHIBIT "B"
TRANSFERRED FACILITIES

Poles:

- Manufacture: Street Lighting Equipment Corp. – Hallendale, FL
- Height: Approximately 20 feet
- 5" Square Aluminum Pole
- Double Showbox Style

Bulbs:

- Converted to LED, Ballast bypassed
- SATCO S13110-HI-PRO LED A25 35W 5000K

Load Center:

- 125 Amp Meter Service
- 125 Amp Eaton Breaker Panel
- Photocell
- Lighting Contactor