

Interlocal Agreement for Installation of Architectural Features and License Agreement

THIS INTERLOCAL AGREEMENT FOR INSTALLATION OF ARCHITECTURAL FEATURES AND LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("City"), and **TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1**, a community development district organized under Chapter 190, Florida Statutes, ("District No. 1") for itself and on behalf of the other "Districts", as defined in that certain Amended and Restated District Development Interlocal Agreement dated as of April 8, 2008, and recorded in Official Records Book 2983, Page 1074, of the Public Records of St. Lucie County, Florida, as amended, wherein District No. 1 has been delegated responsibility to act on behalf of all of the Districts ("CDD").

WHEREAS, the City owns and maintains Tradition Parkway located in the City of Port St. Lucie, Florida;

WHEREAS, the CDD is in the process of improving a portion of Tradition Parkway ("Road Improvements");

WHEREAS, the Road Improvements include the construction of a roundabout on Tradition Parkway at or around the entrance to Cadence Phase 1 ("Roundabout"), which Roundabout area is legally described in Exhibit "A" attached hereto and made a part hereof ("Licensed Premises");

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, the CDD has commissioned, and desires to install and maintain an architectural feature within the Roundabout, consisting of a tower and associated lighting, landscaping, irrigation and electrical facilities (collectively, the "Architectural Feature") for the benefit of the public generally, and the future residents of Tradition and the City, which Architectural Feature is located within the jurisdictional limits of the CDD;

WHEREAS, the City desires to provide the CDD with a license to install and maintain the Architectural Feature, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Recitations; Authority. The recitations and findings set forth above are true and correct and are incorporated herein by reference. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes.

2. Description of Architectural Feature. The Architectural Feature is a tower and associated features as generally depicted and shown on attached as Exhibit B.
3. Satisfaction of Code Requirements. The City acknowledges and agrees as designed and located, the Architectural Feature complies with all roadside clear zone and related “forgiving roadway” standards set forth in the City’s Code of Ordinances. The foregoing acknowledgements and agreements shall survive any termination of this Agreement.
4. Transfer of Ownership. If ownership of the Architectural Feature is transferred, the CDD shall assign this Agreement to the new owner, and the new owner must assume this Agreement, subject to City approval prior to assignment as outlined in Section 12 of this Agreement.
5. Grant of License. Subject to the terms and conditions set forth below, City hereby grants, conveys and delivers to CDD a perpetual, non-exclusive license to use the Licensed Premises for the installation and maintenance of the Architectural Feature. It is understood by the parties hereto that (a) any or all of the Licensed Premises may be adjusted at any time in the future as determined necessary by the City or the Florida Department of Transportation (“FDOT”) in order to widen, alter, or otherwise change Tradition Parkway to meet the future planning criteria of the City or the FDOT, as applicable, and (b) the City may need temporary access to the Licensed Premises to complete repairs of City facilities located beneath the surface of the Licensed Premises. The City shall give the CDD at least thirty (30) days’ prior written notice of any road widening, road adjustment or City maintenance that necessitates, the relocation or removal of the Architectural Feature, provided, however, the City is not required to provide notice if a life safety issue arises that necessitates the removal or relocation of the Architectural Feature by the City. If the City requires the CDD to relocate or remove the Architectural Feature, the City may require the CDD to secure applicable permits but shall waive any permitting or review fee for such activity, and the CDD shall not be required to rebuild the Architectural Feature or to restore the Licensed Premises except to the extent necessary to comply with the City’s right-of-way landscaping standards. Notwithstanding the foregoing, the City is not required to provide notice if a life safety issue arises that necessitates the removal or relocation of the Architectural Feature by the City.
6. Installation and Maintenance. After installation of the Architectural Feature by the CDD, the CDD shall be responsible for and bear the costs of maintaining the Architectural Feature, including, but not limited to, all costs associated with cleaning and repairing the Architectural Feature, trimming, irrigating and replacing all landscaping necessary to ensure a well-maintained area surrounding the Architectural Feature, and maintaining all irrigation and lighting facilities in operational condition. The CDD shall be responsible for and bear the entire cost of any required repair to the Architectural Feature whether due to a defect in the initial design of the Architectural Feature, improper or defective installation of the Architectural Feature, or otherwise. The CDD acknowledges and agrees that the placement of the Architectural Feature on the Licensed Premises is at the CDD’s risk, and the City has no responsibility for the installation or maintenance of the Architectural Feature or supporting infrastructure.
7. Inspection. The City has the right, at all times, to inspect or otherwise evaluate the Architectural Feature. The City’s observations, inspections and/or evaluations of the Architectural Feature shall not relieve the CDD from its responsibility for maintaining the Architectural Feature

in good and operational condition and repair in accordance with this Agreement.

8. Release and Hold Harmless. Without waiving its sovereign immunity beyond the limits, including the monetary limits, set forth in Section 768.28, Florida Statutes, the CDD hereby releases and forever discharges the City, its elected officials, officers, directors, employees, contractors, assigns and agents, from any and all liabilities, claims, demands, damages, actions, costs or expenses of any kind or nature (including but not limited to all attorney and expert fees and costs) arising out of or in any way connected with the Architectural Feature, unless caused by the gross negligence or willful misconduct of the City, or the City's employees or contractors.

9. Indemnification. To the extent permitted by law, and subject to the limits, including the monetary limits, set forth in section 768.28, Florida Statutes, the CDD shall indemnify, defend, save and hold harmless the City, and its officers, elected officials, employees, agents, representatives, successors and assigns (collectively, "City Parties") against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including reasonable attorney's fees, on account of personal injury or property damage, allegedly caused by or incurred as a result of any negligent, wrongful, or intentional act or omission of the CDD or any of the CDD's employees, contractors, subcontractors, officers, agents, or representatives during the performance of its obligations under this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CDD or the City as set forth in Section 768.28, Florida Statutes. The terms and provisions of this Section shall survive any termination of this Agreement.

10. Insurance. The CDD is required to maintain Insurance outlined on Exhibit C.

11. CDD Representations. The CDD represents and warrants that it owns the title to the Architectural Feature, free and clear of any liens and encumbrances from any source whatsoever.

12. Assignment. The CDD shall not assign this Agreement without the express written approval of the City, which shall not be unreasonably withheld.

13. Default. In the event that the CDD fails to comply with the terms and conditions of this Agreement, the City shall notify the CDD in writing. Within forty-five (45) days after the date of written notice by the City of any breach, the CDD must correct the condition specified in the notice. If the corrections cannot be made within the forty-five (45) day period, the CDD shall have a reasonable time to correct the condition if the action is commenced by the CDD within thirty (30) days after receipt of the notice. If either party defaults, the non-defaulting party may terminate this Agreement after giving thirty (30) days written notice to the defaulting party. If either party terminates this Agreement, then the CDD shall elect to either (a) transfer and assign all of its right, title and interest in and to the Architectural Feature to the City for the City to own and maintain, or (b) relocate the Architectural Feature.

14. Notices. All notices or other communications hereunder shall be in writing and may be delivered in person, mailed by certified mail, or postage prepaid, and addressed as follows:

If to City:

With copy to:

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

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

If to CDD:
District Manager
1807 SW Tradition Square
Port St. Lucie, Florida 34987

With copy to:
Attorney for CDD
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950

15. General Provisions.

(A) Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

(B) Specific Waiver. Any waiver issued by either party with respect to any provision of the Agreement, shall only be effective if issued in writing by the waiving party, and shall be specific, shall apply only to the particular matter concerned, and shall not apply to any other matters. Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.

(C) Modification and Amendments. There may be no modifications or amendments to this Agreement, except in a writing executed with the same formalities as this document.

(D) Governing Law; Venue. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Owner, submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be St. Lucie County, Florida, or the Federal Southern District of Florida. Owner agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY 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.

(E) Integration. This Agreement constitutes the entire agreement between the CDD and City and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. No verbal agreement or conversation with any officer, agent or employee of the City either before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said

Agreement.

(F) Records. CDD and the City shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by them in conjunction with this Agreement.

(G) Filing. This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

(H) Relationship Between the Parties. Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties.

[Remainder of page intentionally left blank; Signatures begin on following page.]

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

CITY:

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

Attest:

_____,
Karen A. Phillips, City Clerk

(Seal)

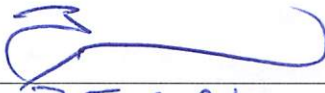
By: _____
Shannon Martin, Mayor

Approved as to form and correctness:

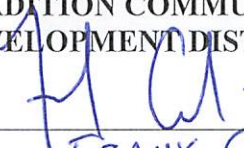
James Stokes, City Attorney

(Remainder of page intentionally left blank)

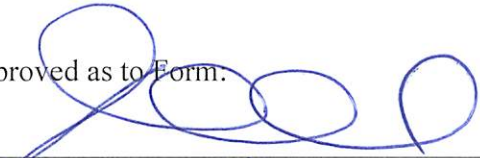
ATTEST:


By: B. Frank Sakuma, Jr.
District Manager

**CDD:
TRADITION COMMUNITY
DEVELOPMENT DISTRICT NO. 1**


By: FRANK COVELLI, Chair
Board of Supervisors

Approved as to Form.


By: DANIEL D. HARRELL, Attorney
for Tradition Community Development District
No. 1

* * *

EXHIBIT "A"
LICENSED PREMISES

DESCRIPTION:

BEING A PORTION OF TRACT RW-1 CADENCE PHASE 1, AS RECORDED IN PLAT BOOK 101 PAGE 1, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A CIRCLE HAVING A RADIUS OF 130.00 FEET, SAID RADIUS POINT BEING THE 130.00 FOOT RADIUS OF SAID TRACT RW-1, HAVING A CENTRAL ANGLE OF 360°00'00" A CIRCUMFERENCE OF 816.81 FEET.

CONTAINING 1.219 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN ST. LUCIE COUNTY, FLORIDA.

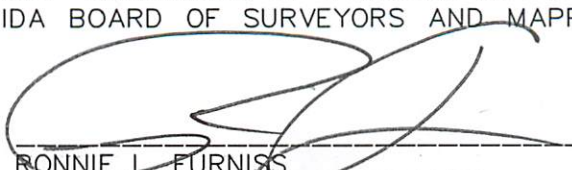
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MARCH 21, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.


RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA
LB# 3591

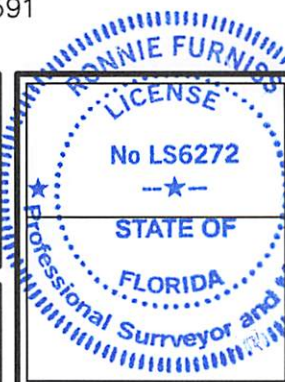
SHEET 1 OF 2



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

TOWER SIGN
MAINTENANCE EASEMENT
SKETCH OF DESCRIPTION

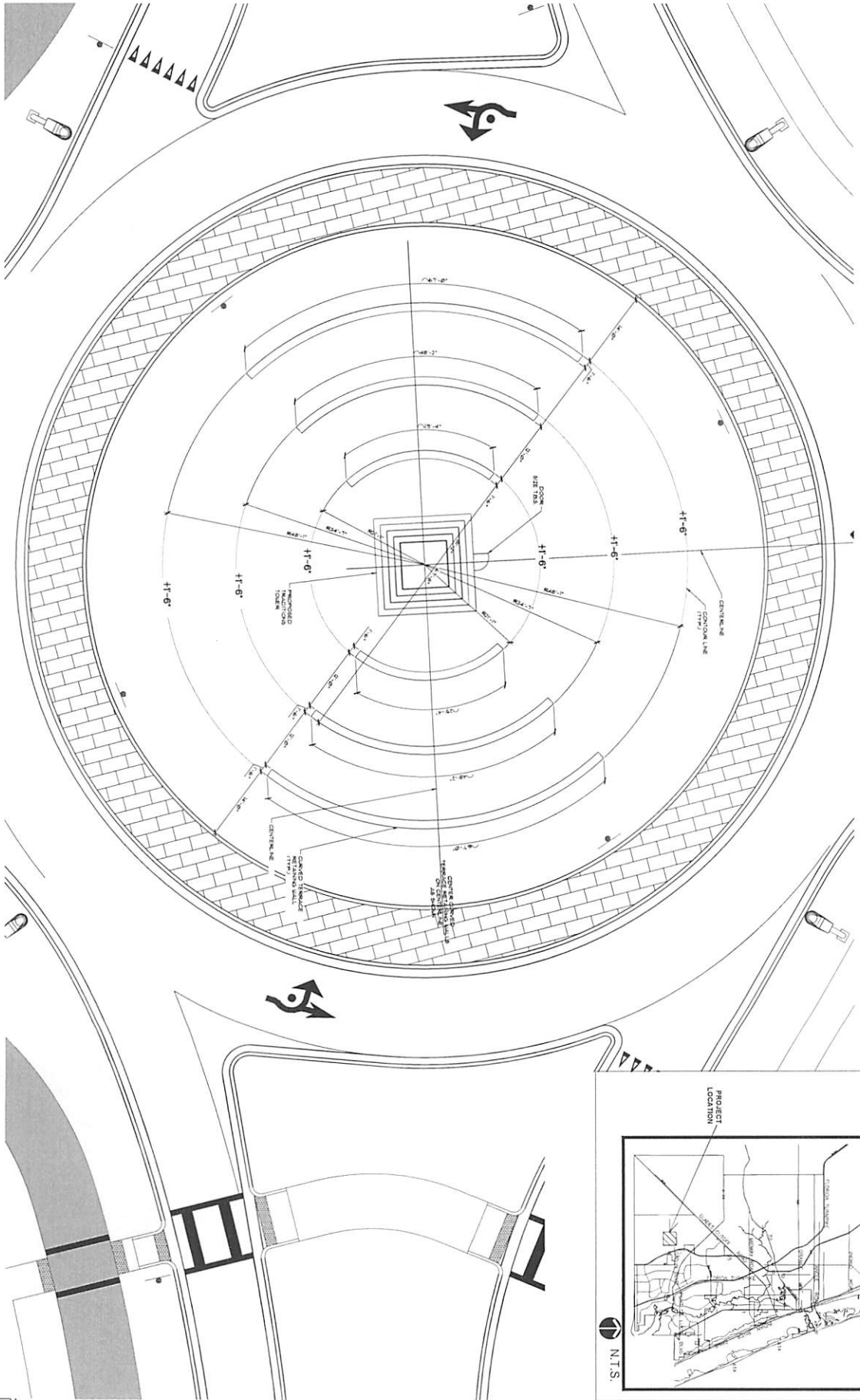


DATE	3/21/22
DRAWN BY	RLF
FB./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7138-ROUND

JOB NO. 7138-ROUND

EXHIBIT "B"
ARCHITECTURAL FEATURE

Exhibit B

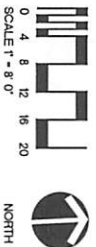


CAUTION: PLEASE NOTE

REFER TO VENDORS FOR ALL INSTALLATION MATERIALS AND PROCEDURES/FOLLOW ALL MANUFACTURERS INSTALLATION INSTRUCTIONS

THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER VERIFY WITH STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION

ADDED FINISHES
10/06/2021
NOT FOR CONSTRUCTION



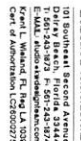
Mattamy Homes
Traditions Parkway Roundabout

Port St. Lucie, FL

KWD
LANDSCAPE ARCHITECTURE
101 BOUTWELL SECOND AVENUE
PORT ST. LUCIE, FL 34953
TEL: 888-243-9373 FAX: 888-243-9374
EMAIL: info@kwdlandscape.com
KWD LANDSCAPE ARCHITECTURE, INC.
101 BOUTWELL SECOND AVENUE
PORT ST. LUCIE, FL 34953

DRAWING TITLE
Hardscape Layout
Sheet
H-1.a

DATE: 10/06/2021
SCALE: 1/8" = 1'-0"
PROJECT NO.
PROJECT NAME
CHECKED BY



Port St. Lucie, FL

H-1.1.b

Age Group	Category 1 (%)	Category 2 (%)	Category 3 (%)	Category 4 (%)
0	~10	~5	~3	~2
4	~12	~6	~4	~2
8	~14	~7	~5	~2
12	~16	~8	~6	~2
16	~18	~9	~7	~2
20	~20	~10	~8	~2



NORTH

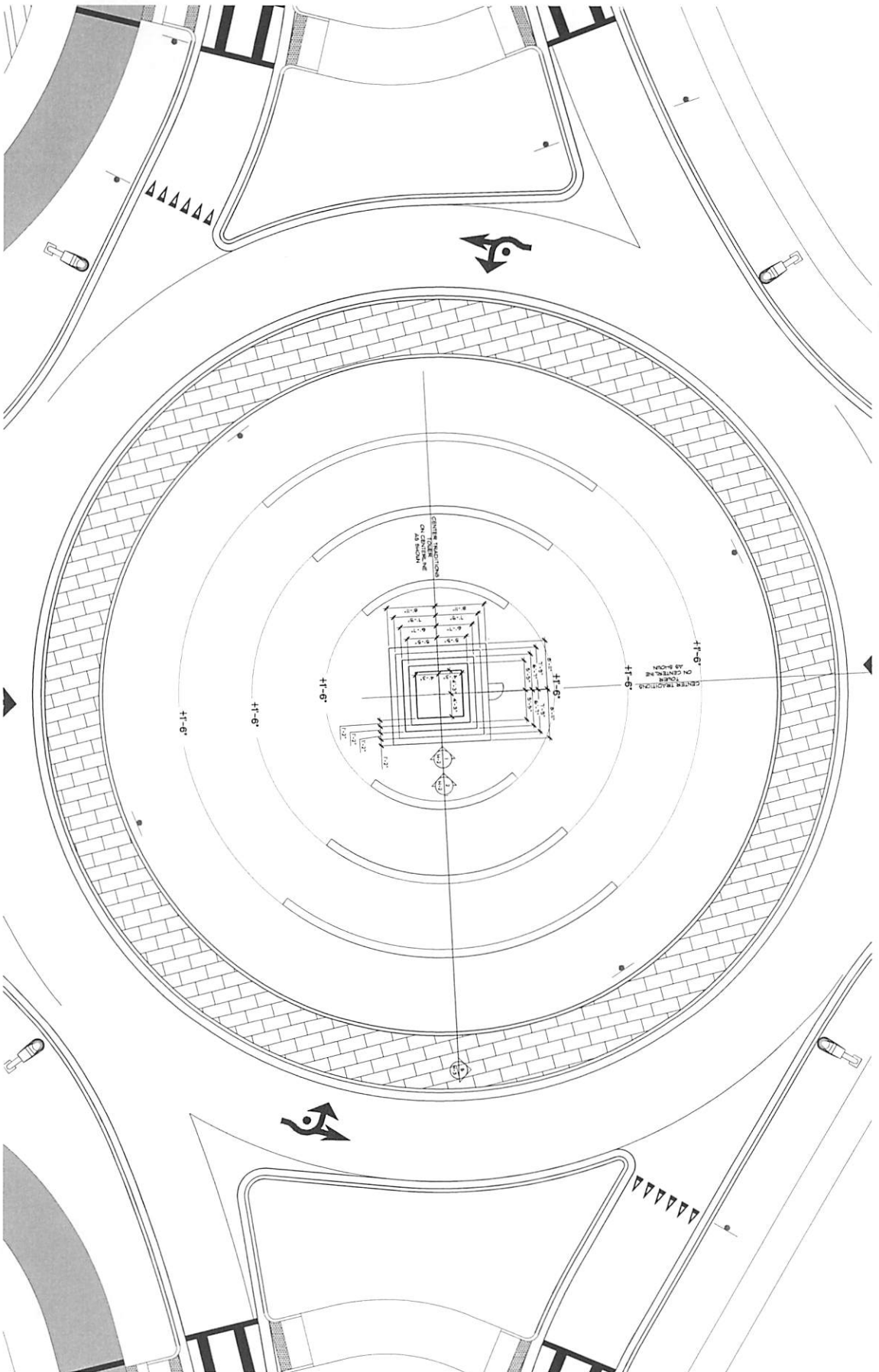
THIS DRAWING HAS NOT BEEN REVIEWED
BY A STRUCTURAL ENGINEER
VERIFY WITH STRUCTURAL ENGINEER
PRIOR TO CONSTRUCTION

REFER TO VENDORS FOR ALL INSTALLATION MATERIALS AND PROCEDURES/FOLLOW ALL MANUFACTURERS INSTALLATION INSTRUCTIONS

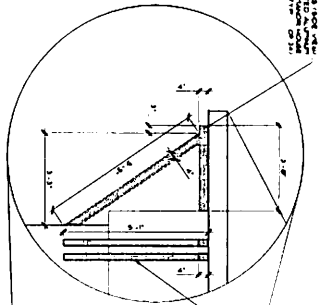
CAUTION: PLEASE NOTE

Continuing steel erection of girders affected by the work from any state or local department, safety, compliance, jurisdiction affected by the work. The Contractor shall have permits on hand prior to starting work. The Landscape architect will coordinate with the contractor to ensure that any work performed within permitted drainage. The Contractor shall be responsible for any damage to the landscape. Work at the additional cost to Owner.

100% results of unauthorized work prior to permit of permit.

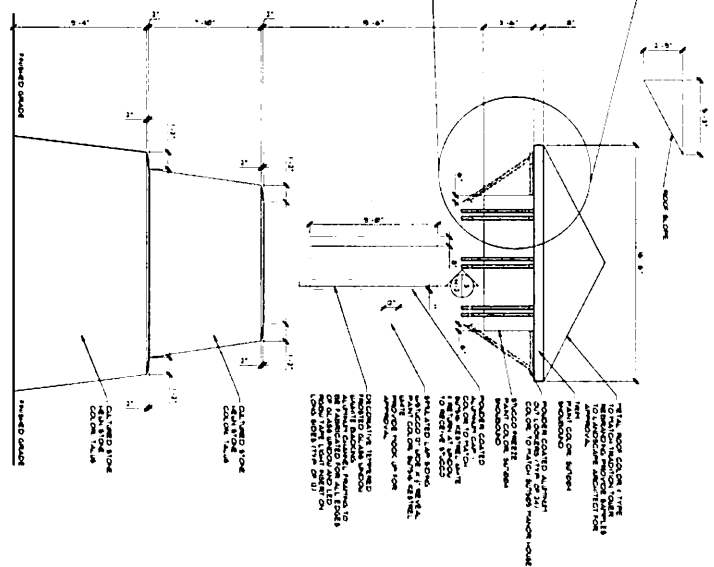


OUT LOOKER AND WALL
ROOF COATED WITH
COLOR MATCHING
COLOR MATCHING
COLOR MATCHING



4

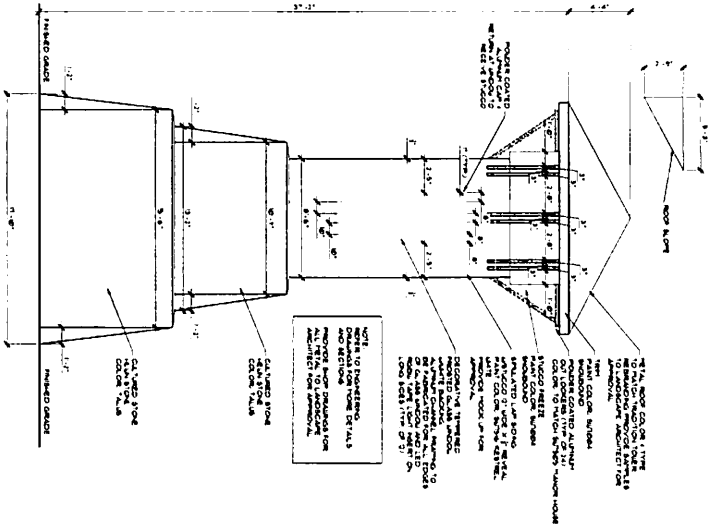
Out Looker Details
1/4" = 1'



1

Traditions Tower Elevation
1/4" = 1'

NOTE TO SUBMITTER:
THIS ELEVATION IS FOR INFORMATION ONLY.
IT IS NOT TO BE USED FOR CONSTRUCTION.
FOR MORE INFORMATION, CONTACT THE ARCHITECT.



2

Traditions Tower Window Section
1/4" = 1'

NOTE TO SUBMITTER:
THIS ELEVATION IS FOR INFORMATION ONLY.
IT IS NOT TO BE USED FOR CONSTRUCTION.
FOR MORE INFORMATION, CONTACT THE ARCHITECT.

REFER TO VENDORS FOR ALL INSTALLATION
MATERIALS AND PROCEDURES/FOLLOW ALL
MANUFACTURERS INSTALLATION INSTRUCTIONS

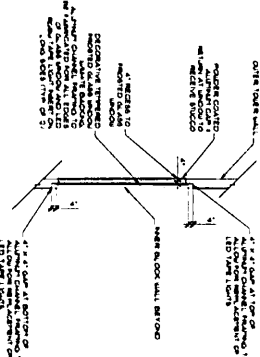
CAUTION: PLEASE NOTE

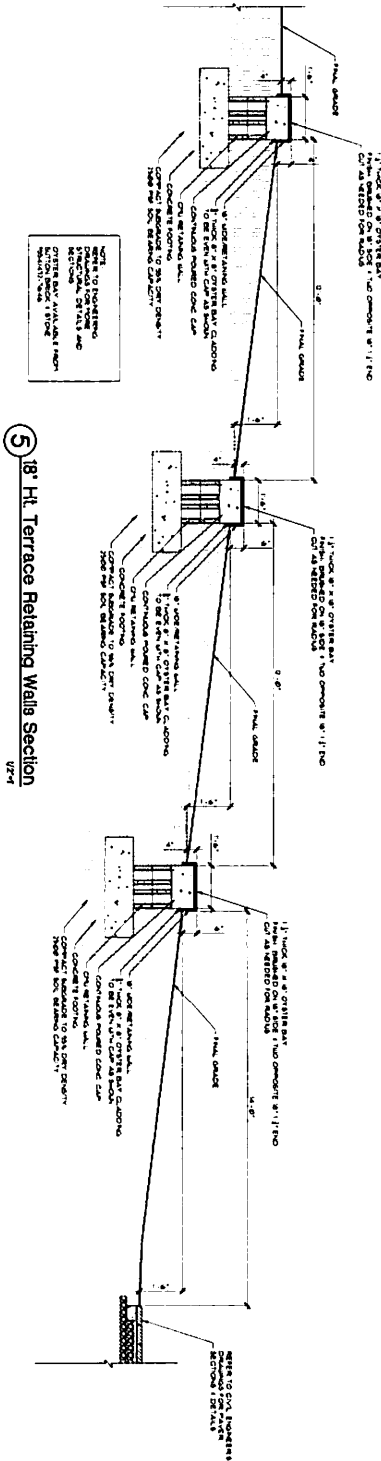
THIS DRAWING HAS NOT BEEN REVIEWED
BY A STRUCTURAL ENGINEER
VERIFY WITH STRUCTURAL ENGINEER
PRIOR TO CONSTRUCTION

ADDED FINISHES
10/06/2021
NOT FOR CONSTRUCTION

3

Traditions Tower Window Section
1/4" = 1'





CAUTION: PLEASE NOTE

Consulting and design of this project is for the use of the client only. The client is responsible for the design and construction of the project. The client is responsible for the design and construction of the project. The client is responsible for the design and construction of the project.

REFER TO VENDORS FOR ALL INSTALLATION MATERIALS AND PROCEDURES/FOLLOW ALL MANUFACTURERS INSTALLATION INSTRUCTIONS

THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER. VERIFY WITH STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.

ADDED FINISHES
 10/06/2021
NOT FOR CONSTRUCTION

EXHIBIT "C"
INSURANCE

Prior to any entry upon the Licensed Premises, CDD shall provide certificates 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. CDD is responsible for ensuring that all contractors or subcontractors performing work relating to this Agreement have policies of insurance reflecting the coverage set forth below, without the language when required by written contract:

- i. Workers' Compensation Insurance & Employer's Liability: CDD shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.
- ii. Commercial General Liability Insurance: CDD 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
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 work performed pursuant to this Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.
- iv. Certificate of Insurance: Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by this Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of

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

- v. Automobile Liability Insurance: CDD 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, CDD does not own any automobiles; the Business Auto Liability requirement shall be amended allowing CDD 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. Waiver of Subrogation: CDD shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. 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 CDD enter into such a Contract on a pre-loss basis.
- vii. Deductibles: All deductible amounts shall be paid for and be the responsibility of the CDD for any and all claims under this Agreement.

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

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