

WARRANTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Mattamy Palm Beach, LLC. (Developer) warrants to the City of Port St. Lucie (City) that the Transferred roadway, lighting, and irrigation Improvements as shown in the approved Tradition Parkway Phase 1, 2 & 3, and Fernlake Drive construction plans under permit numbers P20-143 and P20-196, respectively, are free from any defect, whether patent or latent, in design, manufacture, construction, workmanship, and materials. The Developer agrees to indemnify and hold City harmless from any claim, loss, damage, or other expense whatsoever, including attorney's fees, that City may suffer as a result of the failure of the Transferred Improvements to be as warranted. This warranty shall expire twelve (12) months from the date all Transferred Improvements are completed and turned over to the City.

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

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

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this 9 day of April 2024.

Mattamy Palm Beach, LLC.
(Developer)

Attest: _____
By: _____
Print Name _____
Secretary

By: _____
Print Name Karl Albertson
Title Vice President

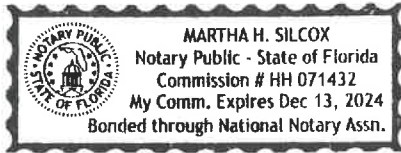
(Corporate Seal)

* * *

STATE OF FLORIDA
COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me this 9th day of APRIL 20 24, by KARL ALBERTSON of MATTAMY PALM BEACH LLC. They are personally known to me, or have produced _____ as identification and did not take an oath.

[Notary Seal]



Notary Public-State of Florida
Print Name MARTHA SILCOX
My commission expires DEC 13, 2024

* * *

ACCEPTANCE OF WARRANTY

The above Warranty is here by accepted this _____ day of _____.

Attest: _____ CITY OF PORT ST. LUCIE

Print Name: _____ Title _____
By: _____ Title _____

(Seal)
* * *

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of 20_____,
by _____. They are personally known to me, or have produced
_____ as identification and did not take an oath.

[Notary Seal]

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