

WARRANTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, DK Central Park LLC, a Florida limited liability company (Developer), warrants to the City of Port St. Lucie (City) that the Transferred Improvements (as defined in the Bill of Sale Absolute executed by Developer and delivered to City) as shown in the approve Construction Plans and Specifications for Crosstown Parkway Extension Phase 2A1 under permit number P22-020, 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.

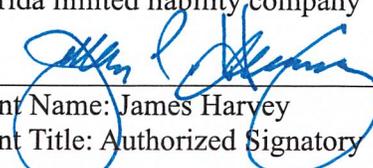
In the event any defect, malfunction, or failure, not caused by City's misuse or damage, occurs during the warranty period, the Developer will correct the defect, malfunction, or failure without any expense, cost, or charge to City. Such correction will consist of repair to the defective item to make 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 then (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 reasonable 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 ~~February~~ day of Feb., 2026.

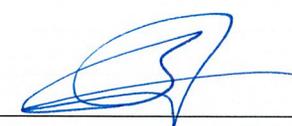
[Signature page to follow.]

DK Central Park LLC,
a Florida limited liability company

By: 
Affiant Name: James Harvey
Affiant Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF ~~SIXTH~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of Feb. 2026, by James Harvey as Authorized Signatory of DK Central Park LLC, a Florida limited liability company, on behalf of said company. He/~~she~~ is personally known to me or has produced _____ as identification.


Signature of Notary Public



Bryon T. LoPreste
Printed Name
Notary Public, State of Florida
My Commission Expires: 2/27/28

[Acceptance of Warranty page to follow]

ACCEPTANCE OF WARRANTY

The above Warranty is hereby accepted this ____ day of _____, 2025.

Attest:

CITY OF PORT ST. LUCIE

Print Name: _____

By: _____

Title: Authorized Signatory

Title

(Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this __ day of _____ 2025. By _____ who [] is personally known to me or [] has produced _____ as identification.

Signature of Notary Public

Printed Name
Notary Public, State of Florida

My Commission Expires: _____

WARRANTY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, DK Central Park LLC, a Florida limited liability company (Developer), warrants to the City of Port St. Lucie (City) that the Transferred Improvements (as defined in the Bill of Sale Absolute executed by Developer and delivered to City) as shown in the approve Construction Plans and Specifications for Crosstown Parkway Extension Phase 2A2 under permit number P22-020, 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.

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IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this ~~February~~ day of Feb., 2026.

[Signature page to follow.]

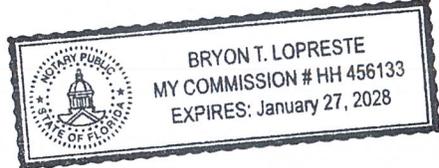
DK Central Park LLC,
a Florida limited liability company

By: [Signature]
Affiant Name: James Harvey
Affiant Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF ~~SIX~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 12th day of Feb. 2026, by James Harvey as Authorized Signatory of
DK Central Park LLC, a Florida limited liability company, on behalf of said company. He/~~she~~
is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary Public



Bryon T. LoPreste
Printed Name
Notary Public, State of Florida
My Commission Expires: 8/12/24

[Acceptance of Warranty page to follow]

ACCEPTANCE OF WARRANTY

The above Warranty is hereby accepted this ____ day of _____, 2025.

Attest:

CITY OF PORT ST. LUCIE

Print Name: _____

By: _____

Title: Authorized Signatory

Title

(Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____ 2025. By _____ who is personally known to me or has produced _____ as identification.

Signature of Notary Public

Printed Name

Notary Public, State of Florida

My Commission Expires: _____



CONTRACTOR WARRANTY

This warranty applies to the project known as Crosstown Parkway Segment 2A Phase 1 located at the address of Southern Hills Dr. to Village Parkway. I, Colleen Choquette, hereby certify that the paving, grading and drainage associated with the above reference project has been completed in compliance with the approved plans, specifications and permits, change orders and/or field directives. All materials and workmanship are fully guaranteed and warranted for a period of one (1) year from the date of acceptance by the City of Port St. Lucie as shown below. Any defective material or workmanship will be repaired at no expense to the City for defects documented during the warranty period.

Signature:  Date: 2-3-2025

Title: President

CONTRACTOR AFFIDAVIT AND FINAL RELEASE OF LIEN

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Colleen Choquette ("Contractor"), who, after being first duly sworn, deposes and says that;

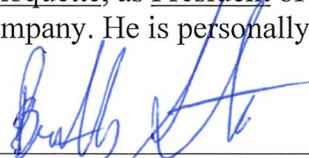
- 1) I am a licensed contractor in the State of Florida doing business as:
MJC Land Development, LLC
1127 Royal Palm Beach Blvd Ste 340
Royal Palm Beach, Fl 33411 (Mailing Address).
- 2) Contractor, pursuant to the Contract dated April 19, 2023 ("Contract") between Contractor and DK Central Park, LLC ("Owner"), for certain construction related to a project known as Crosstown Parkway Segment 2A Phase 1 has heretofore furnished, or caused to be furnished, labor, materials, and/or other service for the construction of paving, grading and drainage improvements, as more particularly set forth in the Contract.
- 3) Contractor represents that all work to be performed under the aforesaid Contract performed with respect to the paving, grading and drainage improvements has been fully completed and that all subcontractors, materialmen, lienors, and potential lienors, who have furnished labor, materials, and/or other services with respect to such utility improvements have been paid in full, or, if not, have executed partial Waiver of Liens, pertaining to the labor, material, and/or other services provided in connection with the construction of the utility improvements.
- 4) In consideration of final payment to the Contractor, and all other previous payments paid by the Owner to the Contractor, the undersigned does hereby, for and in behalf of the Contractor, waive and release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or materials for services furnished or any other class of lien whatsoever, on any of the property owned or to be transferred for ownership to the City of Port St. Lucie, including easement and right-of-way ownership interests, on which improvements have been completed in connection with the aforementioned Contractor.
- 5) Contractor represents that he has the authority to execute a full and final Release of Lien for and on behalf of the Contractor.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and the facts stated in it are true.

Signature 
Colleen Choquette

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of January 2025, by Colleen Choquette, as President of MJC Land Development, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me.


Notary Public

My Commission Expires:
Brittany Stanford 1/5/20
Notary Printed Name

