

Prepared By and return to:
Fox McCluskey Bush Robison, PLLC
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2300 SE Monterey Road, Suite 201
Stuart, Florida 34996
File Number: MA303-0001

STARS AND STRIPES PARK IMPROVEMENT AND ART DONATION AGREEMENT

Attachments:

- Exhibit “A” – Stars and Stripes Park Property**
- Exhibit “B” – Project Scope**
- Exhibit “C” – Artwork**
- Exhibit “D” – Warranty of Title for Artwork**

THIS PARK IMPROVEMENT AND ART DONATION AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2024 (“Effective Date”) by and between MATTAMY PALM BEACH, LLC, a Delaware limited liability company (“MATTAMY”), the CITY OF PORT ST. LUCIE, a Florida Municipal Corporation (“CITY”), and the SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, a community development district organized and existing under Chapter 190, Florida Statutes (SOUTHERN GROVE CDD NO. 5). MATTAMY, CITY and SOUTHERN GROVE CDD NO. 5 are each sometimes referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the CITY owns, operates, and maintains parks and recreational facilities, within the City of Port St. Lucie; and

WHEREAS, the property described on **Exhibit “A”** attached to this Agreement and made a part hereof is intended to be developed as a parks and recreational site (the “Stars and Stripes Park Property”); and

WHEREAS, the CITY and the SOUTHERN GROVE CDD NO. 5 own or hold an interest in the Stars and Stripes Park Property; and

WHEREAS, the SOUTHERN GROVE CDD NO. 5 obtained certain interests in portions of property intended to be developed as part of the Stars and Stripes Park Property, by virtue of dedications contained on the Stars and Stripes in the Park recorded in the Public Records of St. Lucie County, Florida at Book 120, Page 30; and

WHEREAS, MATTAMY requests the ability to construct the improvements contemplated by the Stars and Stripes Site Plan (P22-195), as approved by the City of Port St.

Lucie City Council on November 13, 2023 (“Site Plan”), specifically to include such improvements as more particularly set forth on **Exhibit “B”** attached to this Agreement and made a part hereof (collectively the “Park Improvement Construction”); and

WHEREAS, the CITY and the SOUTHERN GROVE NO. 5 desire to allow MATTAMY to perform Park Improvement Construction on the Stars and Stripes Park Property; and

WHEREAS, MATTAMY, the CITY, and the SOUTHERN GROVE CDD NO. 5 desire to establish their respective rights and obligations regarding MATTAMY’s Park Improvement Construction on the Stars and Stripes Park Property; and

WHEREAS, MATTAMY also desires to donate artwork to the City for placement on the Stars and Stripes Park Property as delineated on the Site Plan and listed as a component of the Park Improvement Construction on **Exhibit “B”**; and

WHEREAS, CITY agrees to accept a donation from MATTAMY of artwork entitled “Stars and Stripes”, and as described in more detail in **Exhibit “C”** attached to this Agreement and made a part hereof, hereinafter referred to as “WORK”, for the aesthetic enrichment of CITY generally, and for the enhancement of the immediate geographic area in which it will be situated.

NOW THEREFORE, in consideration of ten dollars (\$10.00), the foregoing premises, the undertakings and mutual agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals: The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Park Improvement Construction:

A. MATTAMY agrees to perform the Park Improvement Construction in accordance with the Mattamy Design Plans (as defined below). MATTAMY shall commence the Park Improvement Construction within forty-five (45) days of the Effective Date. (“Park Improvement Construction Commencement”). MATTAMY shall complete Park Improvement Construction within eighteen (18) months of the Park Improvement Construction Commencement.

B. MATTAMY agrees and acknowledges that:

- i. it has voluntarily entered into this Agreement with the CITY; and
- ii. the CITY did not require this Agreement in exchange for the right for MATTAMY to develop property; and
- iii. this Agreement does not constitute an exaction; and
- iv. the Park Improvement Construction and all other costs relating to the Stars and Stripes Park Property including, but not limited to construction, planning, engineering, design, surveys, inspection, testing are a donation to the CITY; and
- v. it is not entitled, waives any right to, and will not seek reimbursement or impact fee credits for expenses it incurs for the Park Improvement Construction or Stars

and Stripes Park Property; and

vi. Section 163.31801(5)(a), Florida Statutes is inapplicable to this Agreement.

C. MATTAMY shall be responsible for obtaining all necessary permits to complete the Park Improvement Construction. CITY agrees to expedite the review and issuance of any City permits for MATTAMY for the Park Improvement Construction, which CITY shall use all reasonable efforts to have such reviews completed within thirty (30) days of receipt of an application for such permits.

3. Conditions to Commencement of Park Improvement Construction. Prior to commencement of construction of the Park Improvement Construction, MATTAMY shall provide the CITY with: (a) a bond in a form and content acceptable to the CITY, in an amount equal to 120% of the total estimated cost of the Park Improvement Construction identified on **Exhibit "B"**, excluding the costs associated with the WORK and installation thereof ("**Bond**"); (b) evidence that all necessary permits have been obtained; (c) a copy of the construction contracts for the Park Improvement Construction; and (d) evidence of a certificates of insurance reasonably satisfactory to the CITY and evidencing liability insurance as set forth in Section 7 below.

4. Compliance with Applicable Laws, Codes and Regulations: MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall abide by and follow any and all rules and requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement as well as all applicable federal and state laws, regulations, and CITY ordinances, as amended from time to time.

5. Construction and Design Plans: MATTAMY shall furnish to CITY a complete set of design and construction drawings, plans, specifications, and other necessary engineering data for the proposed Park Improvement Construction ("Mattamy Design Plans") within thirty (30) days of the Effective Date. After commencement of the Park Improvement Construction if there is either: (i) a cessation of construction activity where there have been no documented inspections by CITY for a period of twelve (12) months; or (ii) an expiration of the associated permit(s), whichever occurs first, then CITY reserves the right to require the resubmittal of the Mattamy Design Plans and further payment of applicable review fees upon MATTAMY's resubmission of said documents for approval. Approval by the CITY of the Mattamy Design Plans for the Park Improvement Construction shall not act as a waiver of MATTAMY's responsibility to perform the Park Improvement Construction in accordance with all applicable state, county, federal or municipal laws, rules and regulations and such approval by the CITY shall not relieve MATTAMY of such obligations or impact the CITY's right to be indemnified for MATTAMY's or MATTAMY's contractor's negligence in performing those duties.

6. Completion of Park Improvement Construction: MATTAMY shall provide written notice to the CITY of its completion of construction of Park Improvement Construction and within seven (7) business days after delivery of such notice, the CITY shall make a final inspection to confirm that the Park Improvement Construction has been completed in substantial compliance with the Mattamy Design Plans and any applicable building codes and regulations. Upon receipt of notice from the City that the Park Improvement Construction has passed the forgoing inspection, and at a mutually agreeable time thereafter, MATTAMY shall deliver to the CITY a bill of sale (if

applicable) and a signed assignment of warranties, in a form mutually acceptable to the Parties, assigning to the CITY MATTAMY's rights and interest in and to all third party warranties pertaining to the Park Improvement Construction, to the extent assignable (the "Mattamy Assignment of Warranties"). Upon the foregoing occurrences, the CITY shall deliver to MATTAMY written acceptance of the Park Improvement Construction ("Mattamy Certificate of Completion"). Upon issuance of the Mattamy Certificate of Completion, the CITY shall be solely responsible for all ongoing maintenance, repair, operation and replacement of the Park Improvement Construction and MATTAMY shall have no responsibility or obligation related to the same, absent additional agreements being entered into by the CITY and MATTAMY to provide supplemental maintenance to the Stars and Stripes Park. Additionally, upon issuance of the Mattamy Certificate of Completion, the CITY shall be solely responsible for any additional design, improvements or construction relating to the Stars and Stripes Park.

For purposes of this Agreement, the "Final Completion" of construction of the Park Improvement Construction shall not be deemed to have occurred until such time as the CITY has issued the Mattamy Certificate of Completion (as defined above).

7. Donation and Installation of the WORK.

A. The WORK.

i. MATTAMY hereby donates to CITY the WORK, created by artist Joseph O'Connell (the "ARTIST").

ii. The parties agree that the WORK is donated to the CITY at no cost to CITY and reaffirm the applicability of Section 2 of this Agreement to the WORK.

B. Artist Information. MATTAMY shall provide CITY with any contact information it has for the ARTIST.

C. Installation and Maintenance Information. MATTAMY shall provide CITY with all information it has, if any, regarding the proper maintenance of the WORK. CITY will perform all required maintenance on the WORK, at no cost to MATTAMY, upon installation of the WORK and transfer of the WORK's ownership to the CITY in compliance with Section 6 of this Agreement.

D. Transportation/Delivery. MATTAMY shall be responsible for the wrapping, crating and/or transportation and installation of the WORK pursuant to the Site Plan and the terms of this Agreement, unless otherwise agreed upon by the parties in writing. MATTAMY shall perform these obligations at no cost to the CITY.

E. Responsibility for Damage or Loss. MATTAMY shall be responsible for any damage or loss suffered to the WORK until unloaded and installed in compliance with the Site Plan and transfer of ownership to the CITY pursuant to Section 6 of this Agreement.

F. MATTAMY Representations. MATTAMY represents that it has, or will have at the time of transfer to the CITY, title to the WORK and the legal ability to make this donation. MATTAMY represents and warrants to the CITY that the WORK is free and clear of any liens and encumbrances from any source whatsoever. Upon delivering, unloading and installing the WORK pursuant to the Site Plan, MATTAMY agrees to transfer all rights of ownership that MATTAMY has in the WORK to CITY, including, to the extent assignable, any copyrights, patents, and other reproduction rights for the WORK. MATTAMY shall provide the CITY with a Warranty of Title certifying that the WORK is free of liens, claims or other encumbrances and that MATTAMY has the legal ability to make this donation. The Warranty of Title shall be in the form identical to the sample form attached hereto and incorporated by reference herein as **Exhibit “D”**.

G. Display. Upon receipt of WORK, CITY will display the WORK at the Stars and Stripes Park Property. CITY shall have the right to relocate the WORK from the initial installation site(s), or permanently remove the WORK from public display, for any reason; provided, however, prior to the relocation or removal of the WORK, the CITY shall obtain any site plan or other approval(s) that may be required to relocate or remove the WORK from the Stars and Stripes Park Property.

H. Deaccession. MATTAMY hereby acknowledges that CITY may deaccession the WORK at any time including, but not limited to, taking one of the following actions: (1) selling the WORK; (2) donating the WORK; or (3) discarding or destroying the WORK; provided, however, in the event CITY receives a bona fide written offer from any third party to purchase the WORK, which CITY desires to accept, MATTAMY has the right and may elect to purchase the WORK at the price offered by such third party (the “Offered Price”). CITY shall give notice to MATTAMY, including delivery to MATTAMY of a true and exact copy of the written bona fide offer, and allow MATTAMY no less than thirty (30) calendar days subsequent to MATTAMY’s receipt of such notice within which OWNER may elect to purchase the WORK from CITY, and in the event MATTAMY so elects to purchase the WORK by giving notice of such election to CITY within the thirty (30) day period, CITY shall sell the WORK to MATTAMY at the Offered Price. Further, notwithstanding anything to the contrary contained in this Agreement, CITY shall not donate, discard or destroy the WORK without first offering in writing to transfer ownership of the WORK back to the MATTAMY.

8. Insurance:

A. Prior to the commencement of any work contemplated by this Agreement, MATTAMY and the SOUTHERN GROVE CDD NO. 5 must provide the CITY a certificate of insurance 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.

i. Workers’ Compensation Insurance & Employer’s Liability: MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers’ Liability must include limits of at least

\$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

ii. Commercial General Liability Insurance: MATTAMY and the SOUTHERN GROVE CDD NO. 5 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
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

iii. Additional Insured: Mattamy shall provide an Additional Insured endorsement attached to the certificate of insurance (should be CG2026) under the General Liability policy. MATTAMY's coverage shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. 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. Except as to Workers' Compensation and Employers' Liability insurance, MATTAMY's Certificates of Insurance and policies shall clearly state that coverage required by the 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 for 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 shall be listed as additional insured for the Stars and Stripes Park Improvement and Art Donation Agreement.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. 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. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, shall MATTAMY and the SOUTHERN GROVE CDD NO. 5 be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

v. Business Automobile Liability Insurance: MATTAMY and the SOUTHERN GROVE CDD NO. 5 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, MATTAMY and the SOUTHERN GROVE CDD NO. 5 does not own any automobiles, the Business Auto Liability requirement shall be amended allowing MATTAMY and the SOUTHERN GROVE CDD NO. 5 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. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

vi. Waiver of Subrogation: By entering into this Agreement, MATTAMY and the SOUTHERN GROVE CDD NO. 5 agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then MATTAMY and the SOUTHERN GROVE CDD NO. 5 shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

B. It shall be the responsibility of MATTAMY and the SOUTHERN GROVE CDD NO. 5 to ensure that all Contractors, independent contractors and/or sub-contractors (CONTRACTOR) comply with the **below insurance requirements**. It shall be the responsibility of MATTAMY and the SOUTHERN GROVE CDD NO. 5 to obtain Certificates of Insurance from all CONTRACTORS listing the City as an Additional Insured without the language “when required by written contract”.

i. Workers’ Compensation Insurance & Employer’s Liability: CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers’ Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum.

ii. Commercial General Liability Insurance: CONTRACTOR 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
Fire damage	\$100,000 any 1 fire
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 Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. 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 mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. 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. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the 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, Business Automobile Liability, and Pollution Liability policies. 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 shall be listed as additional insured for the Stars and Stripes Park Improvement and Art Donation 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. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the CONTRACTOR shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

v. Business Automobile Liability Insurance: CONTRACTOR 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, the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR 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. Pollution Liability Insurance: CONTRACTOR shall agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory

basis.

vii. Waiver of Subrogation: The CONTRACTOR agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. 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 CONTRACTOR enter into such a Contract on a pre-loss basis..

viii. Deductibles: All deductible amounts shall be paid for and be the responsibility of MATTAMY for any and all claims under this Agreement..

C. MATTAMY, the SOUTHERN GROVE CDD NO. 5, and the CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

D. The City, by and through its Risk Management Department, reserves the right, but is not obligated to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

E. A failure on the part of the part of MATTAMY and the SOUTHERN GROVE CDD NO 5 to execute the Agreement and/or punctually deliver the required insurance, and other documentation may be cause for cancellation of this Agreement.

9. Indemnification: MATTAMY shall hold harmless and indemnify CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, or expenditures of any kind, including reasonable attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act or omission of MATTAMY, its employees, agents, servants, or officers, resulting from, or related in any way to this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall be deemed to affect the rights, privileges and sovereign immunities of CITY as set forth in Section 768.28, Florida Statutes, or any other provision of law.

The SOUTHERN GROVE CDD NO. 5 agrees it shall, subject to the limitations contained in Section 768.28, Florida Statutes, hold harmless and indemnify CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities,

or expenditures of any kind, including reasonable attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act or omission of SOUTHERN GROVE CDD NO. 5, its employees, agents, servants, or officers, resulting from, or related in any way to this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall be deemed to affect the rights, privileges and sovereign immunities of CITY as set forth in Section 768.28, Florida Statutes, or any other provision of law.

10. SOUTHERN GROVE CDD NO. 5 Cooperation. SOUTHERN GROVE CDD NO. 5 agrees to take all actions necessary to facilitate MATTAMY's completion of its obligations described herein, including but not limited to execution of all necessary documents relating to obtaining governmental approvals, or construction of improvements.

11. Qualified Contractor: MATTAMY shall each cause the work under this Agreement to be supervised and directed by a contractor licensed in the State of Florida, applying such skills and expertise as is necessary to perform the work in accordance with the applicable approved plans.

12. Repair and Damage of Property: MATTAMY shall repair any damage caused to the CITY or SOUTHERN GROVE CDD NO. 5 property, arising from MATTAMY's use of CITY or SOUTHERN GROVE CDD NO. 5 property necessary to complete the Park Improvement Construction.

13. Default:

A. With respect to any event of default and/or breach under this Agreement ("Event of Default"), neither Party shall be deemed in default and/or breach unless:

i. the Party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other Party;

ii. the alleged defaulting and/or breaching Party shall have failed within a period of thirty (30) days after receipt of such notice to commence such action as is reasonably necessary to cure said default and/or breach and thereafter diligently pursue to cure such default within a reasonable time; and

iii. the alleging Party is in compliance with the provisions of this Agreement.

B. Subject to the right to cure set forth above, in the event of a default and/or breach by:

i. MATTAMY. If MATTAMY defaults/breaches by failing to comply with any of its obligations under this Agreement the CITY may pursue the following (or both options): (a) call the Bond; (b) pursue all remedies in equity or law. The SOUTHERN GROVE CDD NO. 5 may pursue all remedies in equity or law against MATTAMY.

ii. SOUTHERN GROVE CDD NO. 5. If the SOUTHERN GROVE CDD NO. 5 defaults/breaches by failing to comply with any of its obligations under this Agreement the CITY and MATTAMY may pursue all remedies in equity or law against the SOUTHERN GROVE CDD NO. 5.

iii. CITY. If the CITY defaults/breaches under this Agreement, MATTAMY and the SOUTHERN GROVE CDD NO. 5's sole and exclusive remedy is to seek specific performance for such obligation.

14. Force Majeure; Weather Days: The deadlines set forth herein, are subject to extensions by any Party for a Force Majeure Event (as herein defined). As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g., power or water) through no fault of the requesting Party, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, pandemic, hurricane, tropical storm, tornado, or flooding. Any extension of any deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that actually results from such Force Majeure Event. In the event that any Party claims a delay for a Force Majeure Event, the requesting Party shall make a claim for an extension in writing to the other Party within fifteen (15) business days after the occurrence of a Force Majeure Event for which such claim is being made. The claim shall clearly state the reason, provide a detailed explanation given as to why the event is a Force Majeure Event and provide sufficient documentation to support such claim. If no written objection to such claim for extension is received from the other Party within fifteen (15) business days from the date of the written extension request, such extension shall be deemed given. If a written objection is made, the Parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

Additionally, any date or deadline set forth in this Agreement may be delayed for inclement weather conditions, as set forth in the following sentence, based on the commercially reasonable concurrence of the CITY ("Weather Days"). The CITY will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or inclement weather conditions, related adverse soil conditions or suspensions of operations that prevent MATTAMY from constructing their applicable Park Improvement Construction. If MATTAMY believes a Weather Day has occurred, MATTAMY may submit a request for time extension within fifteen (15) days after the occurrence of the Weather Days, which, in the opinion of MATTAMY warrants such an extension with reasons clearly stated and a detailed explanation given with sufficient documentation as to why the event is a Weather Day. If no written objection to such request for extension is given by the CITY within fifteen (15) business days from the date of the delivery by MATTAMY of the request, such extension shall be deemed given. If a written objection is made by the CITY, the Parties shall meet and confer within fifteen (15) business days to address their differences and may not take legal action prior to such conferral taking place.

15. Notices: All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person (including by any over-night delivery service) or sent by certified mail, return receipt requested, and addressed as follows or to such other Party or address as may be designated by one Party to the other.

If to CITY:

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

With copy to:

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

If to MATTAMY:

Mattamy Palm Beach, LLC
Attention: Dan Grosswald
1500 Gateway Blvd, Ste 212
Boynton Beach, Florida 33426

With copy to:

Fox McCluskey Bush Robison, PLLC
Attention: Tyson Waters, Esq.
3461 SE Willoughby Boulevard
Stuart, Florida 34994

and to:

Mattamy Palm Beach, LLC
Attention: Nicole Marginian Swartz, Esq.
4901 Vineland Road, Suite 450
Orlando, Florida 32811

If to SOUTHERN GROVE CDD NO. 5:

District Manager
10807 S.W. Tradition Square
Port St. Lucie, Florida 34987

Attorney for District No. 5
10807 S.W. Tradition Square
Port St. Lucie, Florida 34987

16. Indulgence Not Waiver: The indulgence of any Party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.

17. Entire Agreement; Amendment: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the Parties. This Agreement may be amended only by written document executed by all Parties.

18. Interpretation; Venue: This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. 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 WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY

LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

19. Time of the Essence: Time is of the essence with regard to this Agreement.
20. Counterparts: This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.
21. Sovereign Immunity: Nothing in this Agreement shall be considered to increase or waive any limits of liability or waive any immunity afforded to the CITY by Florida Statutes, case law, or any other source of law.
22. Assignability: Except as otherwise permitted elsewhere in this Agreement, the rights and obligations of MATTAMY or the SOUTHERN GROVE CDD NO. 5 under this Agreement may not be assigned in whole or in part without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned.
23. Invalid Provisions: In the event any term or provision of this Agreement is held illegal, unenforceable, or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in full force and effect to fullest extent possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.
24. 713 Notice: Under section 713.10, Florida Statutes, the interest of CITY in the property or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of MATTAMY and it is specifically provided that neither MATTAMY nor any one claiming by, through or under MATTAMY, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the property or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom MATTAMY may deal are put on notice that MATTAMY has no power to subject CITY's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with MATTAMY must look solely to the MATTAMY and not to CITY's said interest or assets. MATTAMY shall provide written notice to each contractor, subcontractor, materialman, mechanic, and laborer performing work on the property of the foregoing.
25. Authority to Sign: Each individual signing this Agreement directly and expressly warrants that such individual has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated such individual has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and stated herein.
26. Further Assurances: In addition to the acts and deeds recited herein and contemplated to

be performed, executed and/or delivered by all Parties, all Parties agree to execute and deliver, but without any obligation to incur any additional liability, responsibility, charge or expense, such additional documentation as may be reasonably necessary to consummate the transactions contemplated hereby.

27. Waiver of Consequential Damages: Notwithstanding anything contained in this Agreement to the contrary, each Party hereby waives the right to pursue any other Party, and such other Party shall not be liable, for any special, indirect, consequential, incidental, or punitive damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement.

28. Public Records: The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. MATTAMY and SOUTHERN GROVE CDD NO. 5 shall comply with Florida's Public Records Law. MATTAMY'S and SOUTHERN GROVE CDD NO. 5'S RESPONSIBILITIES FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes:

MATTAMY and SOUTHERN GROVE CDD NO. 5 agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the CITY in order to perform under this Agreement:

- A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
- B. During the term of the Agreement, MATTAMY and SOUTHERN GROVE CDD NO. 5 shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports relating to matters arising from and relating to this Agreement shall be subject to the review of the CITY, and upon CITY's reasonable written request such forms shall be modified as necessary to comply with applicable law.
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. MATTAMY's and SOUTHERN GROVE CDD NO. 5's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
- D. MATTAMY and SOUTHERN GROVE CDD NO. 5 agree to make available to the CITY, during normal business hours, all books of account, reports and records relating to this Agreement.

- E. A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the CITY's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if MATTAMY and SOUTHERN GROVE CDD NO. 5 do not transfer the records to the CITY;

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of MATTAMY and SOUTHERN GROVE CDD NO. 5, or keep and maintain public records required by the CITY to perform the service. If MATTAMY and SOUTHERN GROVE CDD NO. 5 transfer all public records to the CITY upon completion of the Agreement, MATTAMY and SOUTHERN GROVE CDD NO. 5 shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MATTAMY and SOUTHERN GROVE CDD NO. 5 keep and maintain public records upon completion of the Agreement, MATTAMY and SOUTHERN GROVE CDD NO. 5 shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

IF MATTAMY AND SOUTHERN GROVE CDD NO. 5 HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MATTAMY AND SOUTHERN GROVE CDD NO. 5 DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

29. E-Verify. In accordance with section 448.095, Florida Statutes, MATTAMY and SOUTHERN GROVE CDD NO. 5 agree to comply with the following:

- A. MATTAMY and SOUTHERN GROVE CDD NO. 5 must register with and use the E-Verify system to verify the work authorization status of all new employees of MATTAMY and SOUTHERN GROVE CDD NO. 5. MATTAMY and SOUTHERN GROVE CDD NO. 5 must provide the CITY with sufficient proof of compliance with this provision before beginning work under this Agreement.

- B. If MATTAMY SOUTHERN GROVE CDD NO. 5 enters into a contract with a subcontractor for work provided under this Agreement, MATTAMY and SOUTHERN GROVE CDD NO. 5 any such contract must require each and every subcontractor to provide the them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. MATTAMY and SOUTHERN GROVE CDD NO. 5 shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.
- C. The CITY shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- D. MATTAMY and SOUTHERN GROVE CDD NO. 5 shall immediately terminate any contract with any subcontractor performing work under this Agreement if they have, or develop, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If CITY has or develops a good faith belief that any subcontractor of MATTAMY and/or SOUTHERN GROVE CDD NO. 5 providing work under this Agreement knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the CITY shall promptly notify MATTAMY and/or SOUTHERN GROVE CDD NO. 5 and order MATTAMY and/or SOUTHERN GROVE CDD NO. 5 to immediately terminate the contract with the subcontractor.
- E. The CITY shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under this section, the MATTAMY and/or SOUTHERN GROVE CDD NO. 5 may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the CITY as a result of the termination of a contract.
- F. The CITY, MATTAMY, SOUTHERN GROVE CDD NO. 5, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The Parties agree that such a cause of action must be filed in accordance with the Venue provision, as otherwise provided herein.

[Signatures and acknowledgments appear on the following page(s)]

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:

_____,
Sally Walsh, City Clerk
(Seal)

By: _____
Shannon Martin, Mayor

DATE:

Witnesses:

[Signature]
Print Name: Stephanie Brown
[Signature]
Print Name: Susan Gamett

MATTAMY:

Mattamy Palm Beach, LLC, a Delaware limited liability company

By: [Signature]
Print Name: Karl Albertson
Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of February, 2024, by Karl Albertson, as _____ of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.


[Notary Seal]

[Signature]
Notary Public-State of Florida
Print Name:
My commission expires:




* * *

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5, a
community development district**

By: 
Print Name: ERIC SEXAUER
Title: CHAIR

WITNESSES:


Print Name: Stephanie Brown


Print Name: Susan Gennet

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of February, 2024, by Eric Sexauer, as Chairman of SG5, a _____, who is personally known to me or has produced _____ as identification.

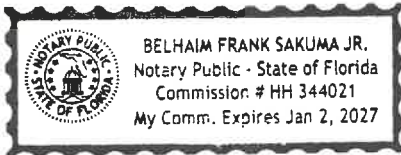
[Notary Seal]



Notary Public-State of Florida

Print Name:

My commission expires:



* * *

Exhibit "A"
Stars and Stripes Park Property

Parcel 3, Stars and Stripes In the Park plat, as recorded in Plat Book 120, Page 30, of the St. Lucie County Public Records.

**Exhibit “B”
Project Scope**

(See Attached)



HSQ GROUP, LLC

Consulting Engineers • Planners • Transportation
 1001 Yamato Road, Suite 105
 Boca Raton, Florida 33431
 (561) 392-0221 Phone • (561) 392-6458 Fax

PROJECT NAME: Stars and Stripes in the Park

DATE: December 13th, 2023

PROJECT NO.: 2201-09

OVERALL COST ESTIMATE

Construction

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	TOTAL
1	EARTHWORK	n/a	1	\$633,138.00
2	DRAINAGE	n/a	1	\$296,437.00
3	EROSION CONTROL	n/a	1	\$14,310.00
4	PAVING AND CURB	n/a	1	\$406,261.00
5	WATER AND SEWER	n/a	1	\$112,061.00
6	LANDSCAPE (see breakdown exhibit)	n/a	1	\$677,712.00
7	IRRIGATION	n/a	1	\$479,100.00
8	FP&I CONDUIT	n/a	1	\$75,000.00
9	PAVERS (ROADWAYS)	n/a	1	\$70,416.00
10	ELECTRICAL	n/a	1	\$641,200.00
11	FLATWORK-SIDWALKS/WALLS	n/a	1	\$784,018.00
12	TRENCH DRAIN	n/a	1	\$88,025.00
13	PAVERS (ROADWAYS)	n/a	1	\$263,000.00
14	SMALL STAR WALL Installation	n/a	1	\$602,412.00
15	LARGE STAR WALL	n/a	1	INCLUDED in Line 14
16	MEDIUM STAR WALL	n/a	1	INCLUDED in Line 14
17	STRIPE WAVE FOUNDATION	n/a	1	INCLUDED in Line 14
18	SUNDIAL FOUNDATION	n/a	1	INCLUDED in Line 14
19	PLANETARY MARKERS	n/a	1	INCLUDED in Line 14
20	SEAT AND RETAINING WALLS STONE CAPS	n/a	1	INCLUDED in Line 14
21	STONE CAPS	n/a	1	\$313,217.00
22	SITE AMENITIES	n/a	1	\$83,218.00
23	RAILING	n/a	1	\$128,091.00
24	RIBBON CURB LETTERING	n/a	1	\$32,920.00
25	STUCCO (WALLS)	n/a	1	\$56,200.00
26	PAINT AND WATERPROOFING	n/a	1	\$43,712.00
27	INSTALL MEMORIAL PLAQUE	n/a	1	\$7,308.00
28	Artwork Item - Pluto Planetary Marker			Excluded from Bonding
29	Artwork Item - Neptune Planetary Marker			Excluded from Bonding
30	Artwork Item - Uranus Planetary Marker			Excluded from Bonding
31	Artwork Item - Saturn Planetary Marker			Excluded from Bonding
32	Artwork Item - Jupiter Planetary Marker			Excluded from Bonding
33	Artwork Item - Mars Planetary Marker			Excluded from Bonding
34	Artwork Item - Mercury Planetary Marker			Excluded from Bonding
35	Artwork Item - Earth Planetary Marker			Excluded from Bonding
36	Artwork Item - Venus Planetary Marker			Excluded from Bonding
37	Artwork Item - Sundial			Excluded from Bonding

\$5,807,756.00

GRAND TOTAL

120% Bond

\$6,969,307.20

Zachary Todd, P.E.
 Florida Registration No. 84179

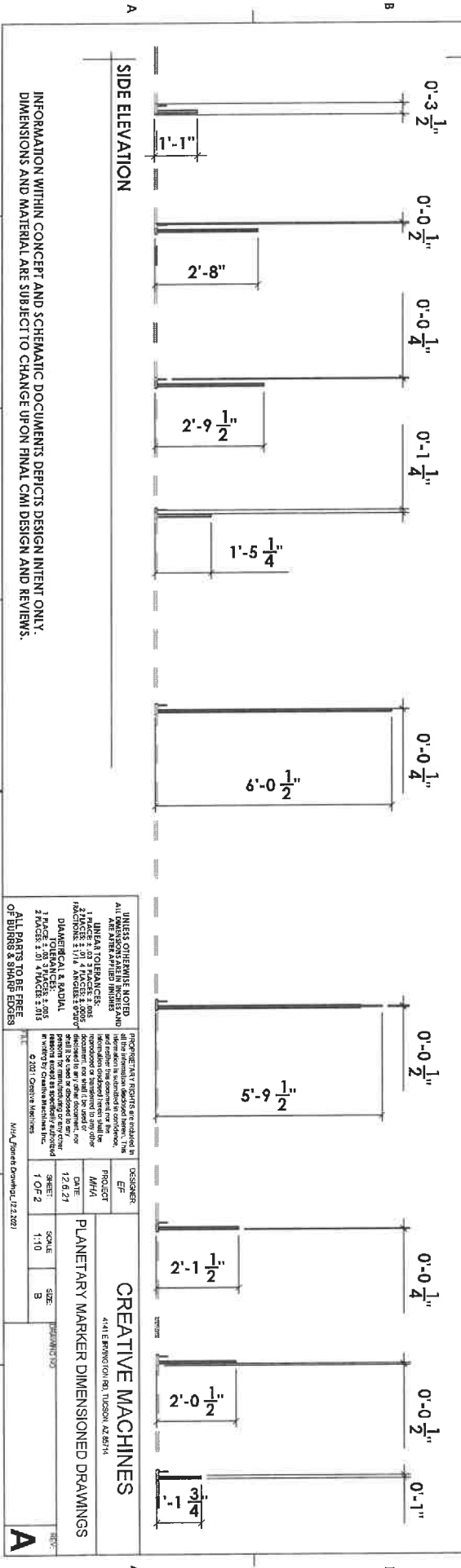
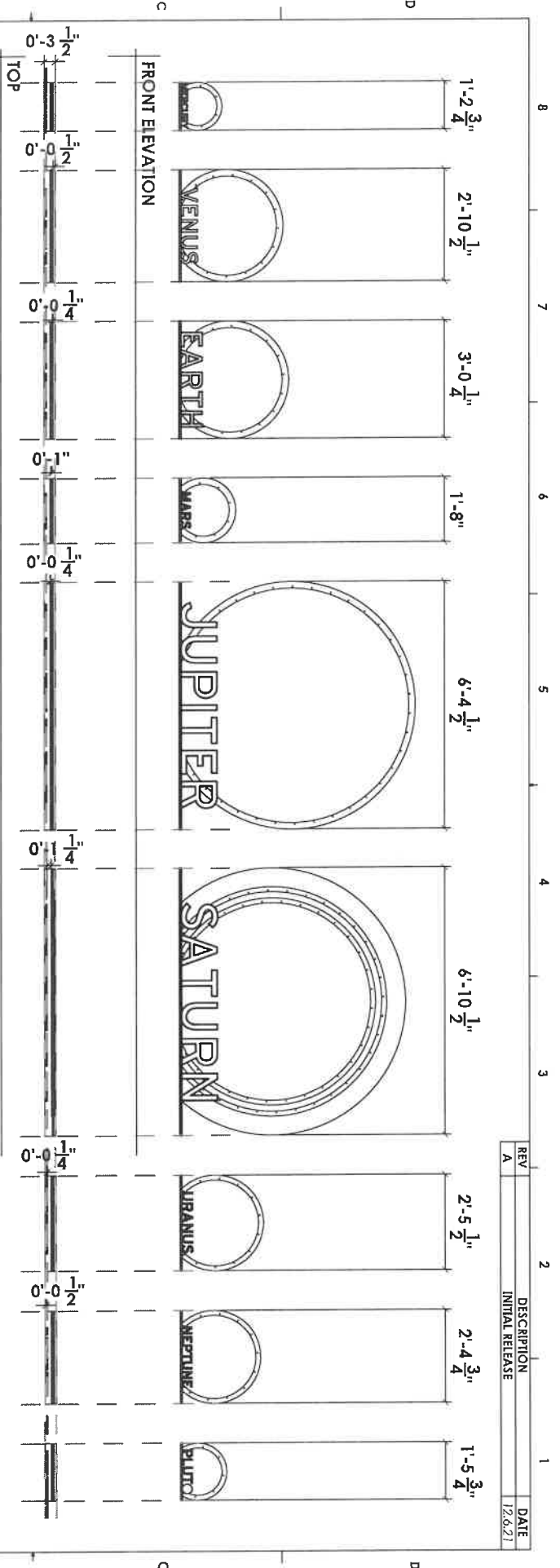
This item has been digitally signed and sealed
 by Zachary Todd, P.E. on 12/06/23. Printed copies of this document are
 not considered signed and sealed and the signature must be verified on elec. copies.

EXHIBIT "C"

Artwork

(See Attached)

REV	DESCRIPTION	DATE
A	INITIAL RELEASE	12.6.21



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UNLESS OTHERWISE NOTED
ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE.

LINEAR TOLERANCES:
DIMENSIONS > 10" ± 0.005
DIMENSIONS 1" TO 10" ± 0.002
DIMENSIONS < 1" ± 0.001

ANGULAR TOLERANCES:
DIMENSIONS > 10° ± 0.005
DIMENSIONS 1° TO 10° ± 0.002
DIMENSIONS < 1° ± 0.001

FINISHES:
UNLESS OTHERWISE NOTED, ALL SURFACES SHALL BE FINISHED TO A 32 RAY SURFACE FINISH.

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DESIGNER: EF
PROJECT: MHI
DATE: 12.8.21

SCALE: 1" = 1'-0"
SIZE: B

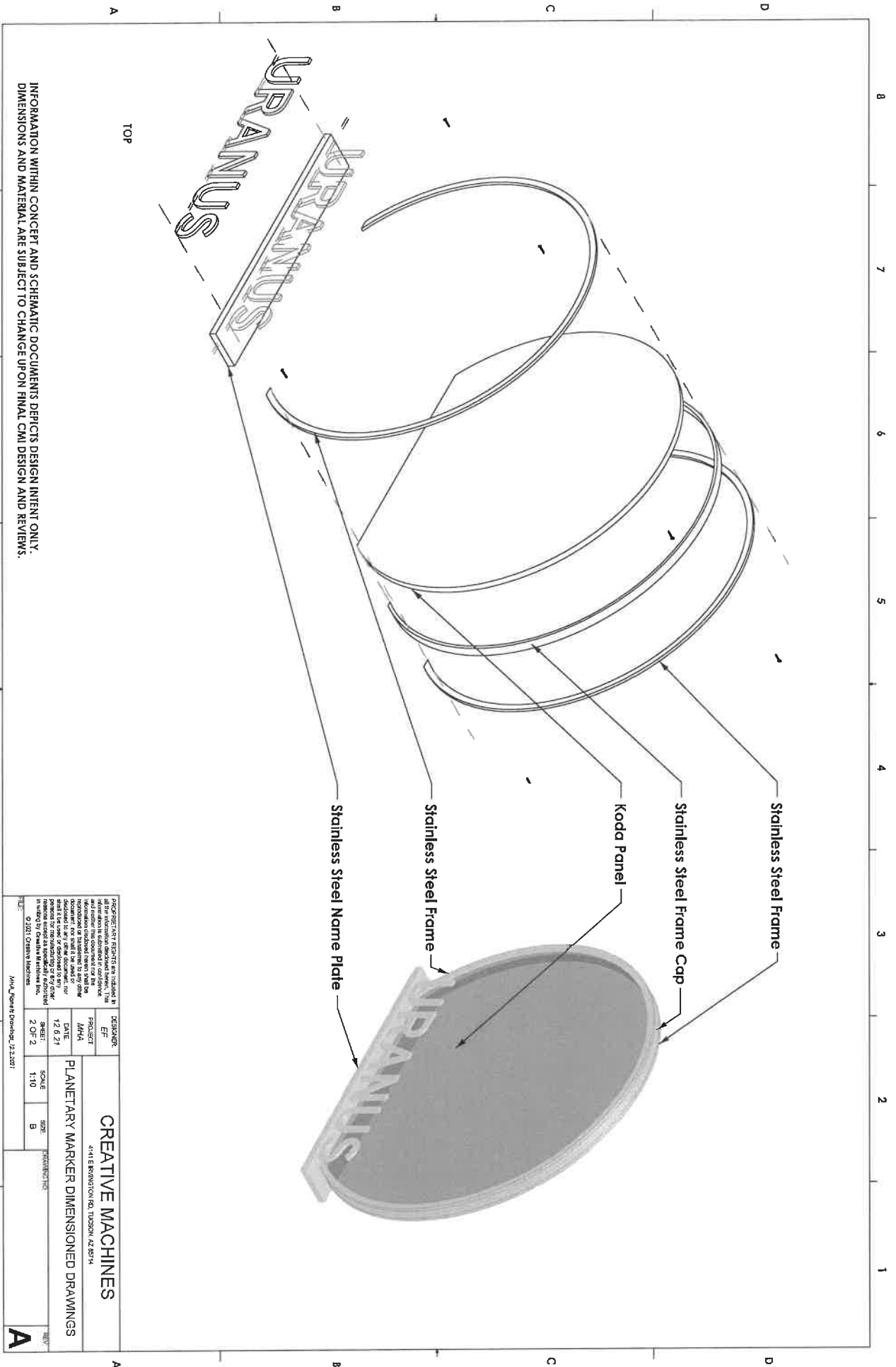
CREATIVE MACHINES
4141 EMMINGTON RD, TUCSON, AZ 85714

PLANETARY MARKER DIMENSIONED DRAWINGS

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Musa, Joseph, Drombaj, 12.2021

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A

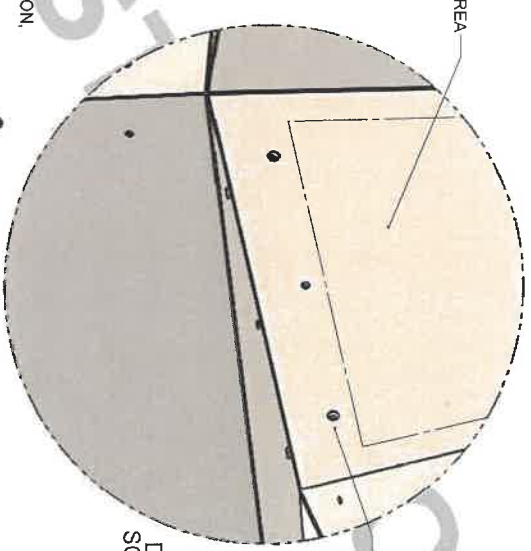


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<p>CREATIVE MACHINES</p> <p>4141 E BROWNSON RD, TUBSON, AZ 85714</p>		<p>PLANETARY MARKER DIMENSIONED DRAWINGS</p>					

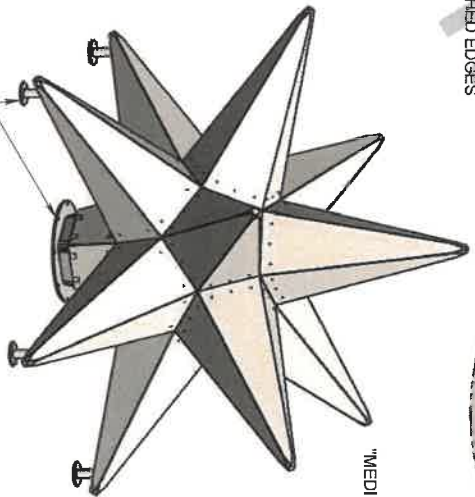
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REV	DESCRIPTION	DATE
A	INITIAL RELEASE	00.00.00

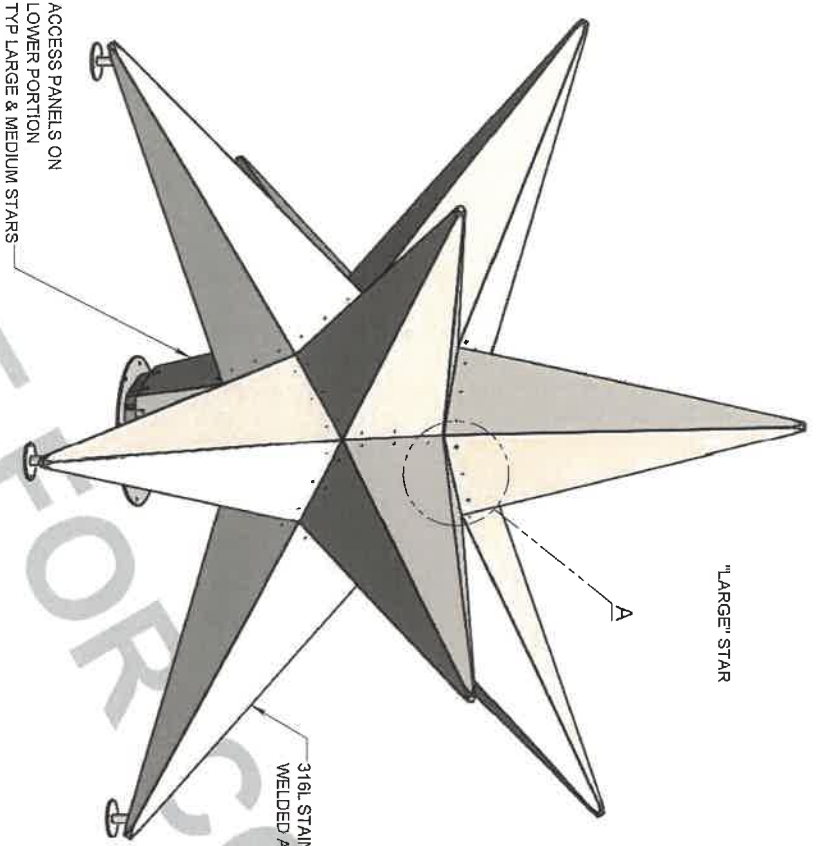


DETAIL A
SCALE 1 : 7

ALL "POINTS" ASSEMBLE TO CORE STRUCTURE



"MEDIUM" STAR



"LARGE" STAR

316L STAINLESS STEEL CONSTRUCTION,
WELDED AND SMOOTHED EDGES

ACCESS PANELS ON LOWER PORTION TYP LARGE & MEDIUM STARS

2D PATTERN CUTOUT AREA

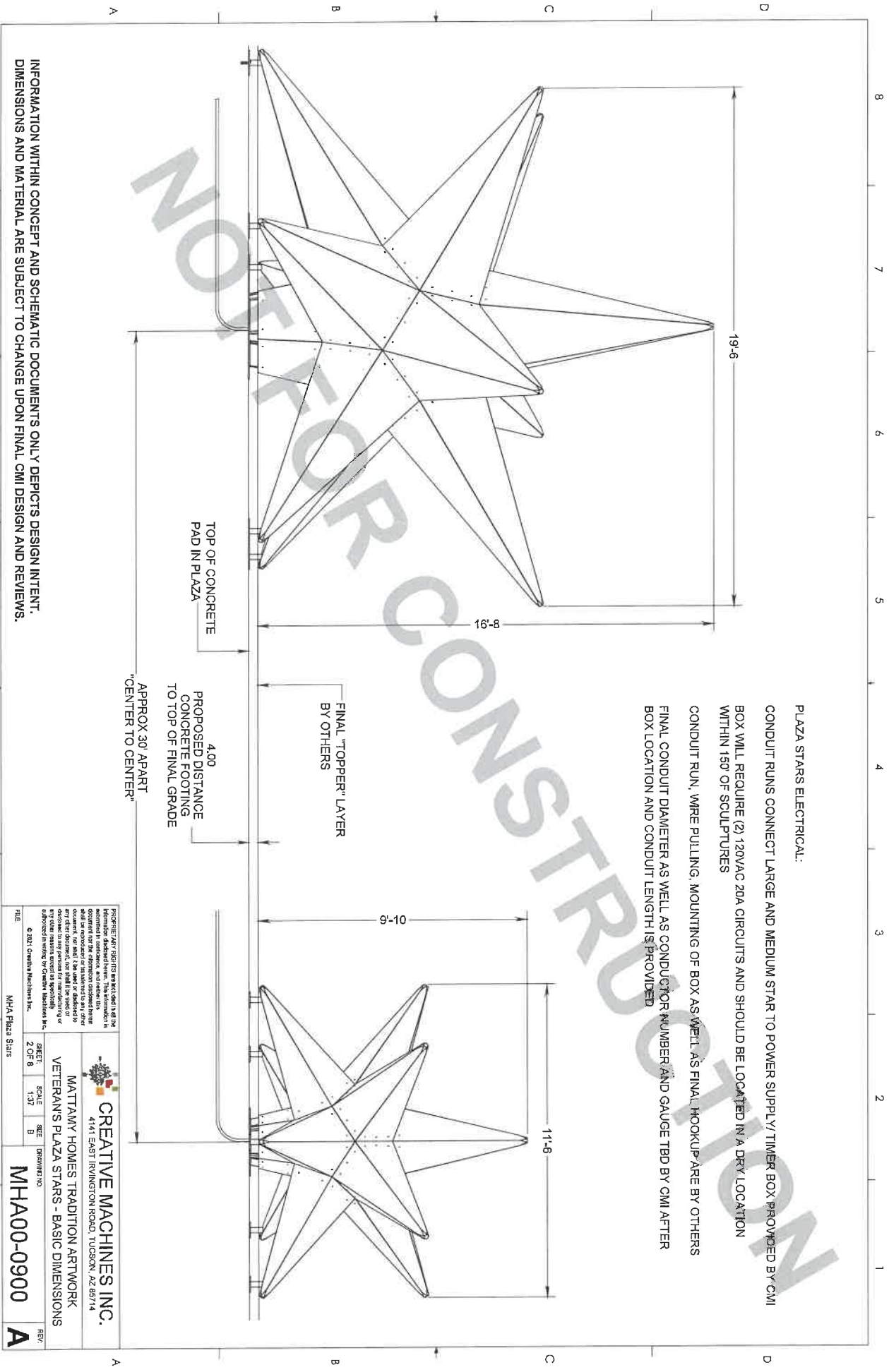
BASE PLATES ANCHORED TO CONCRETE PAD

- NOTES:
1. FINAL GRADE NOT SHOWN (THIS PAGE)
 2. ORIENTATIONS NOT INDICATIVE OF FINAL PLACEMENT ON SITE
 3. 2D CUTOUTS IN STAR PANELS NOT SHOWN

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LINEAR TOLERANCES: 1. DIMENSIONS > 120" ± 1/8" 2. DIMENSIONS 120" ± 1/16" 3. DIMENSIONS 120" ± 1/32"	DESIGNER: BMT
DIAOMETRICAL TOLERANCES: 1. DIMENSIONS > 120" ± 0.005" 2. DIMENSIONS 120" ± 0.003" 3. DIMENSIONS 120" ± 0.002"	PROJECT: MHA
ALL PARTS TO BE FREE OF BURRS & SHARP EDGES	DATE: 7/15/21
	SHEET: 1 OF 8
	SCALE: 1:35

CREATIVE MACHINES INC.		DRAWING NO: MHA000-0900	REV: A
4141 E RIVINGTON RD., TUCSON, AZ 85714			
MATTAMY HOMES TRADITION ARTWORK		VETERAN'S PLAZA STARS - OVERALL	
MHA Plaza Stars			



PLAZA STARS ELECTRICAL:
 CONDUIT RUNS CONNECT LARGE AND MEDIUM STAR TO POWER SUPPLY/TIMER BOX PROVIDED BY CMI
 BOX WILL REQUIRE (2) 120VAC 20A CIRCUITS AND SHOULD BE LOCATED IN A DRY LOCATION WITHIN 150' OF SCULPTURES
 CONDUIT RUN, WIRE PULLING, MOUNTING OF BOX AS WELL AS FINAL HOOKUP ARE BY OTHERS
 FINAL CONDUIT DIAMETER AS WELL AS CONDUCTOR NUMBER AND GAUGE TBD BY CMI AFTER BOX LOCATION AND CONDUIT LENGTH IS PROVIDED

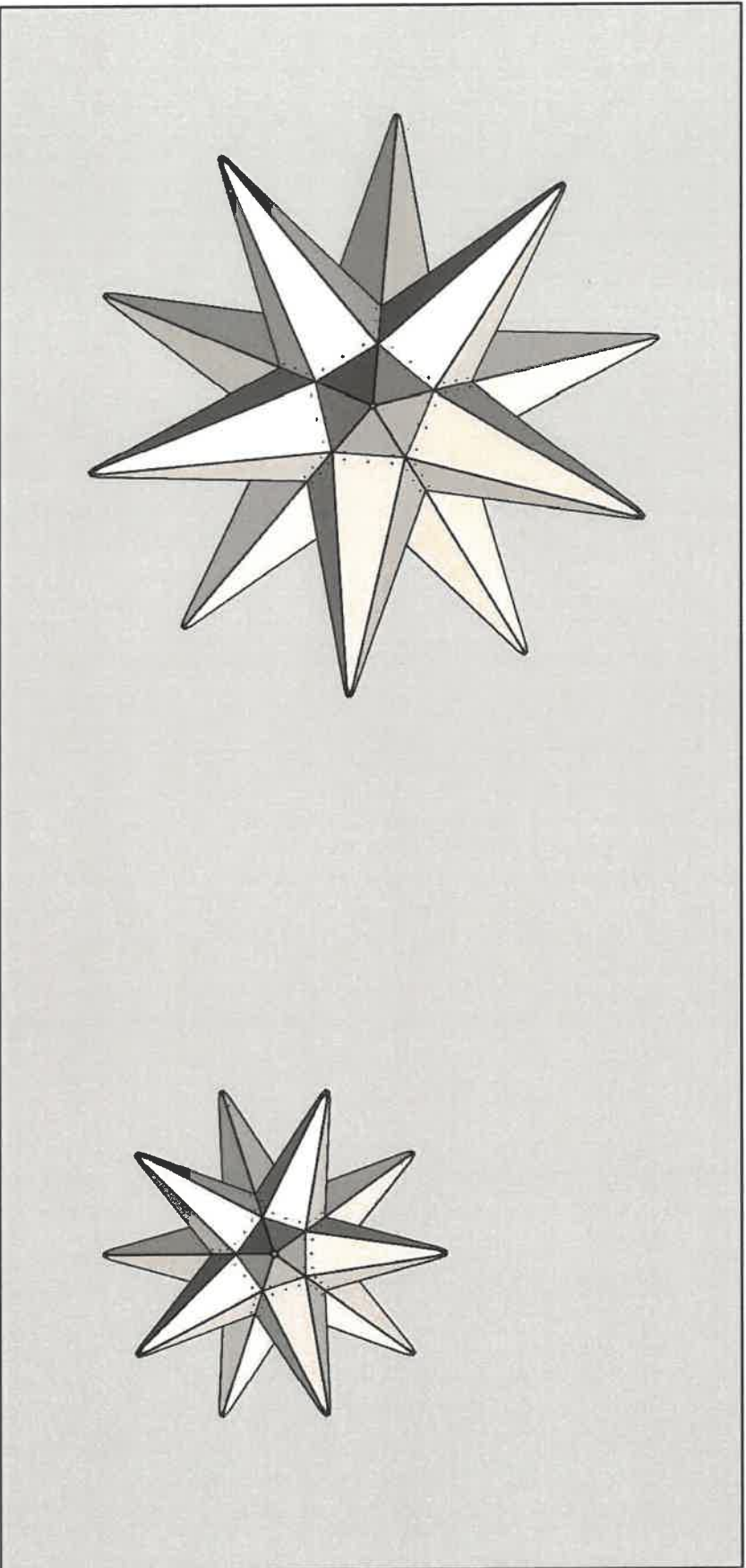
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CREATIVE MACHINES INC.
 4141 EAST IRVINGTON ROAD, TUCSON, AZ 85714
 MATTAMY HOMES TRADITION ARTWORK
 VETERAN'S PLAZA STARS - BASIC DIMENSIONS

FILE	MHA-Plaza Stars
SHEET	2 OF 8
SCALE	1/32"
SIZE	B
DRAWING NO.	MHA00-0900
REV.	A

NOT FOR CONSTRUCTION



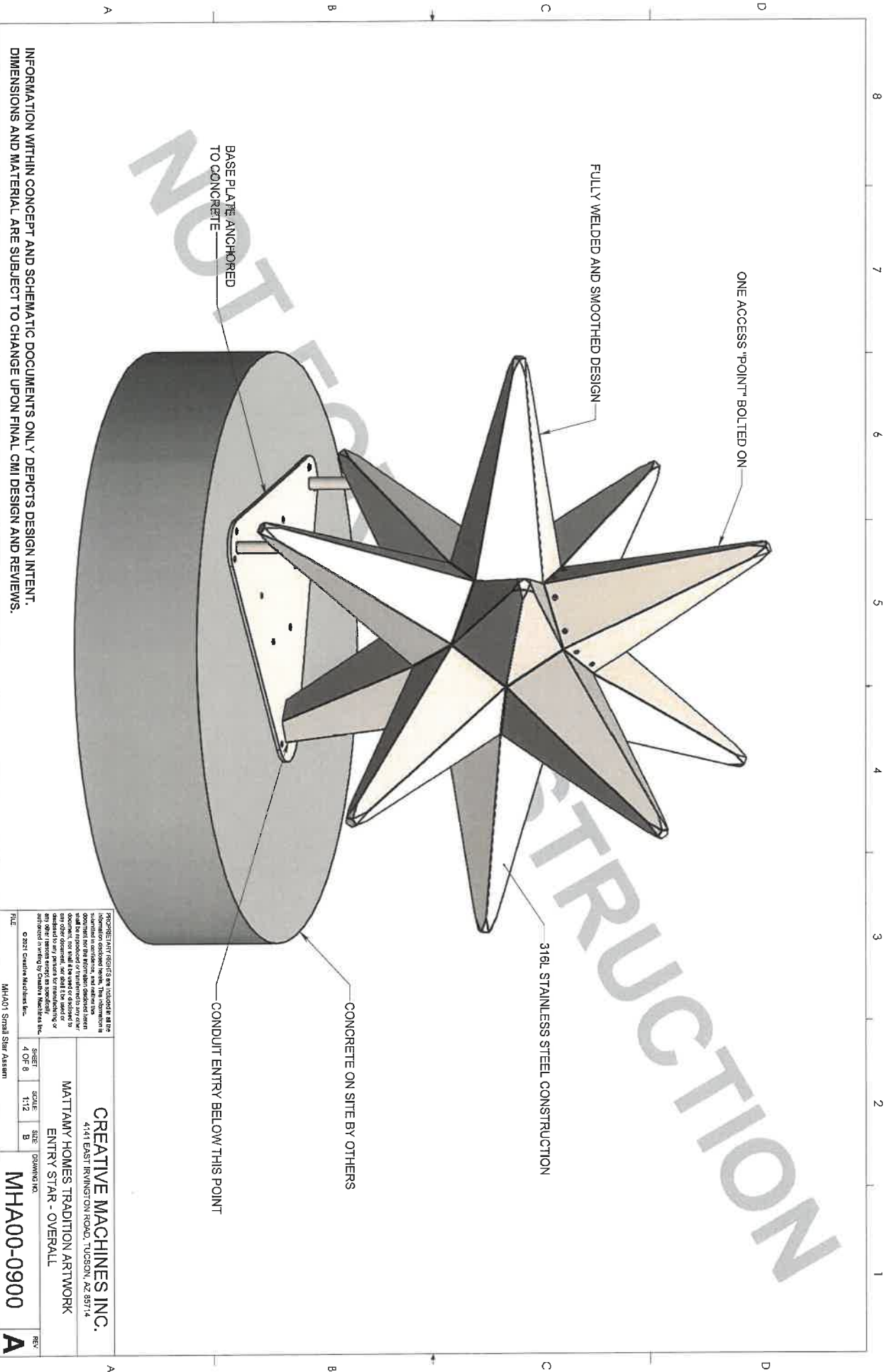
PLAN VIEW

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8 7 6 5 4 3 2 1

CREATIVE MACHINES INC.
 4141 EAST IRVINGTON ROAD, TULSON, AZ 85714
 MATTAMY HOMES TRADITION ARTWORK
 VETERAN'S PLAZA STARS - PLAN VIEW
 DRAWING NO. MHA00-0900
 SHEET 3 OF 8
 SCALE 1/4" = 1'-0"
 FILE MHA Plaza Stars
 REVISION A

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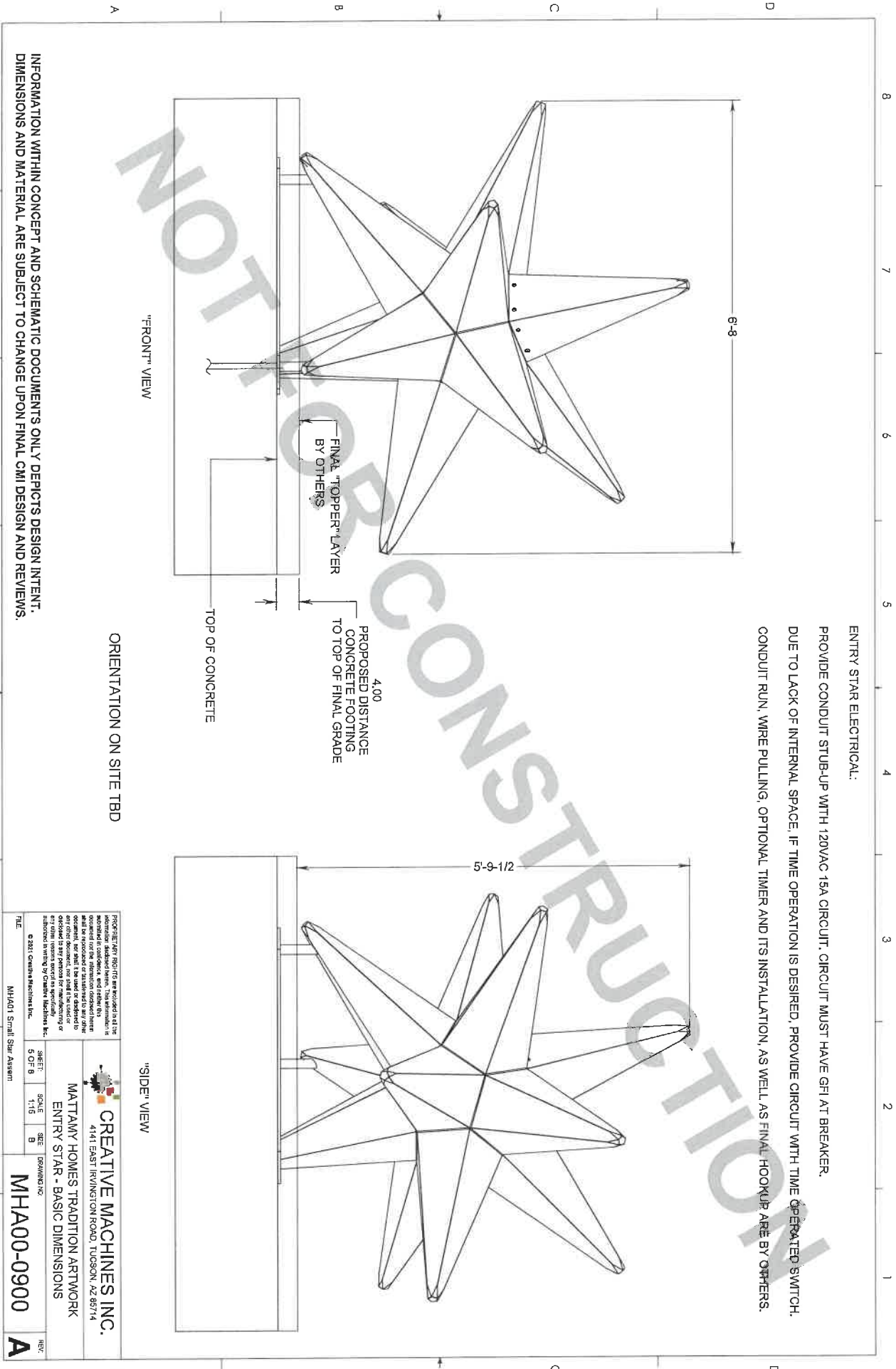
CREATIVE MACHINES INC.
4141 EAST IRVINGSTON ROAD, TUCSON, AZ 85714

MATTAMY HOMES TRADITION ARTWORK
ENTRY STAR - OVERALL

FILE	SHEET	SCALE	SIZE	DRAWING NO.	REV
MHA001	4 OF 8	1/2"	B		A

MHA001 Small Star Assem

MHA000-0900



ENTRY STAR ELECTRICAL:
 PROVIDE CONDUIT STUB-UP WITH 120VAC 15A CIRCUIT. CIRCUIT MUST HAVE GFI AT BREAKER.
 DUE TO LACK OF INTERNAL SPACE, IF TIME OPERATION IS DESIRED, PROVIDE CIRCUIT WITH TIME OPERATED SWITCH.
 CONDUIT RUN, WIRE PULLING, OPTIONAL TIMER AND ITS INSTALLATION, AS WELL AS FINAL HOOKUP ARE BY OTHERS.

ORIENTATION ON SITE TBD

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 4141 EAST RIVINGTON ROAD, TUCSON, AZ 85714

MATTANY HOMES TRADITION ARTWORK
 ENTRY STAR - BASIC DIMENSIONS

SCALE: 1/16" = 1'-0"

SHEET: 5 OF 8

DRAWING NO: MHA00-0900

REV: A

DATE: 11/18/21

BY: [Signature]

CHK: [Signature]

APP: [Signature]

DATE: 11/18/21

BY: [Signature]

CHK: [Signature]

APP: [Signature]

DATE: 11/18/21

BY: [Signature]

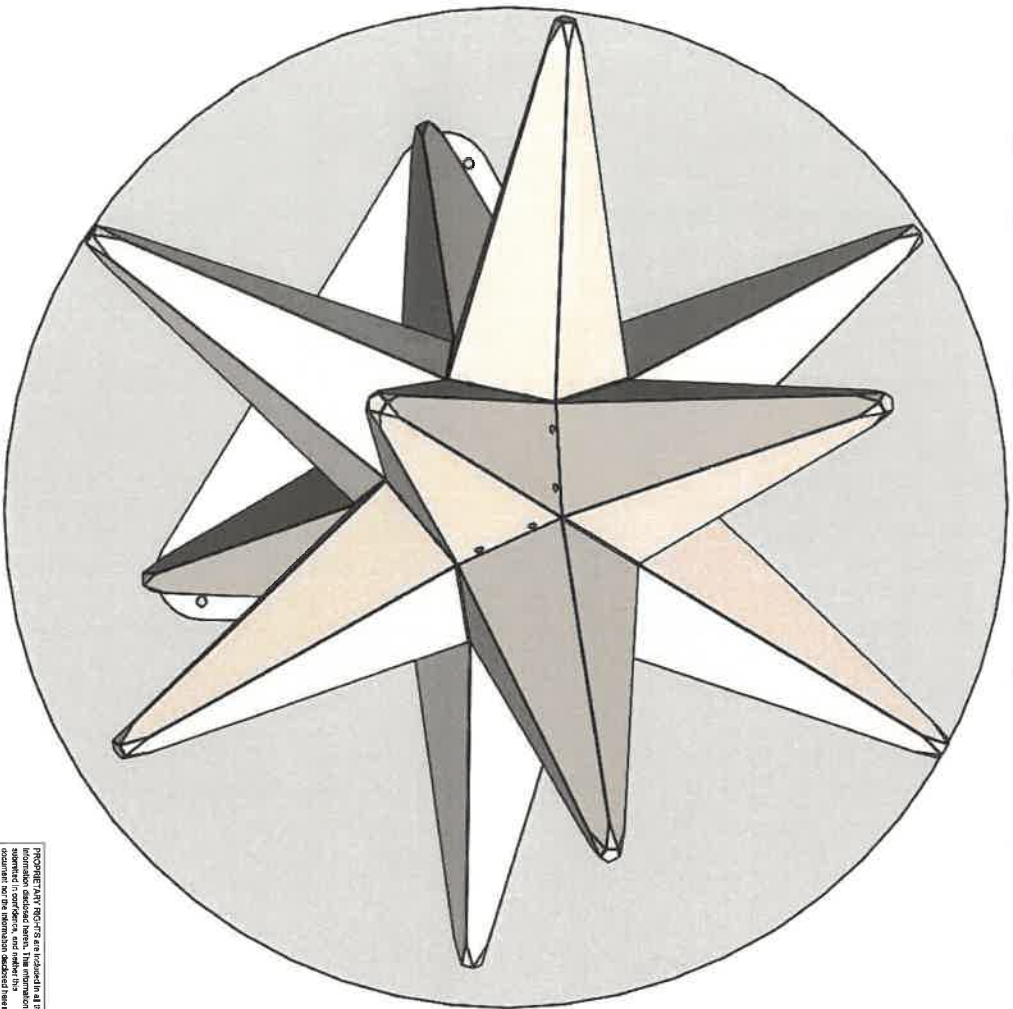
CHK: [Signature]

APP: [Signature]

8 7 6 5 4 3 2 1

A B C D

NOT FOR CONSTRUCTION



PLAN VIEW

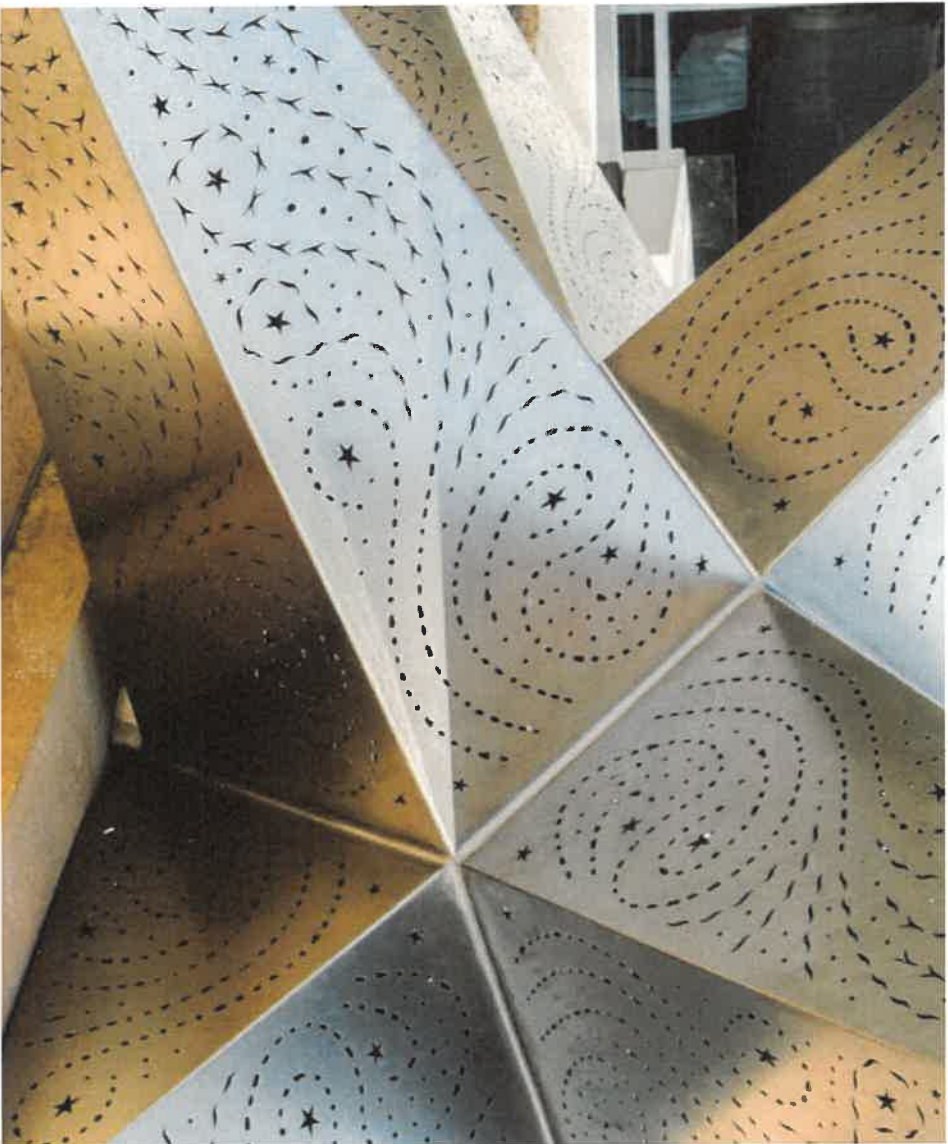
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© 2021 Creative Machines Inc.
MHA001 Small Star Assembly

CREATIVE MACHINES INC.			
4141 EAST RIVINGTON ROAD, TUCSON, AZ 85714			
MATTAMY HOMES TRADITION ARTWORK			
ENTRY STAR - PLAN VIEW			
SHEET	SCALE	SEE	DRAWING NO.
B OF 8	1:10	B	MHA00-0900
REV	A		

NOT FOR CONSTRUCTION



EXAMPLE IMAGE OF
FINAL STAINLESS
SURFACE FINISH

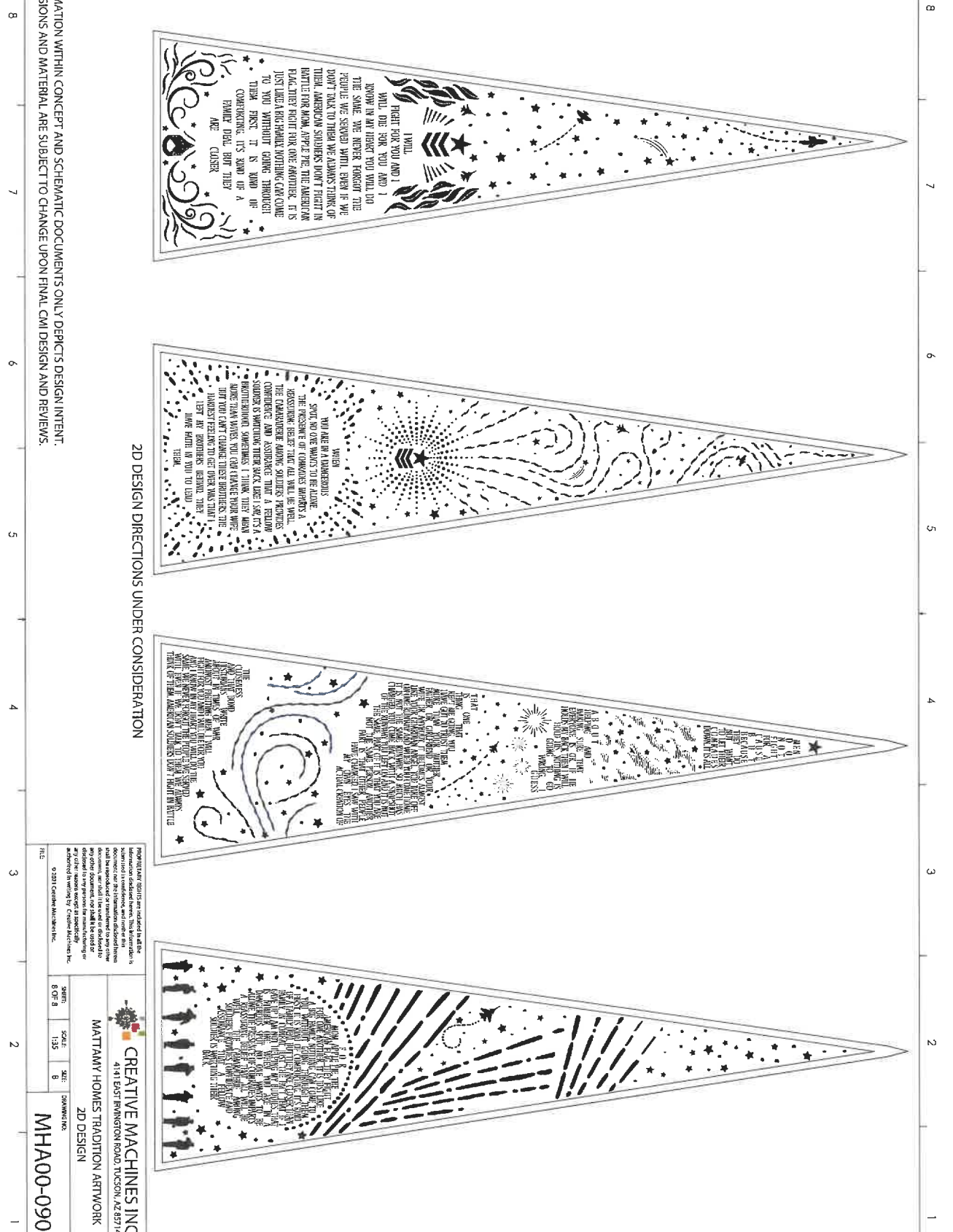
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8 7 6 5 4 3 2 1


CREATIVE MACHINES INC.
 4141 EAST IRVINGTON ROAD, TUCSON, AZ 85714
 MATTAMY HOMES TRADITION ARTWORK
 STAR SCULPTURES - SURFACE FINISH

SHEET: 7 OF 8
 SCALE: 1/32"
 SEE: B
 DRAWING NO: MHA00-0900
 REV: A

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2D DESIGN DIRECTIONS UNDER CONSIDERATION

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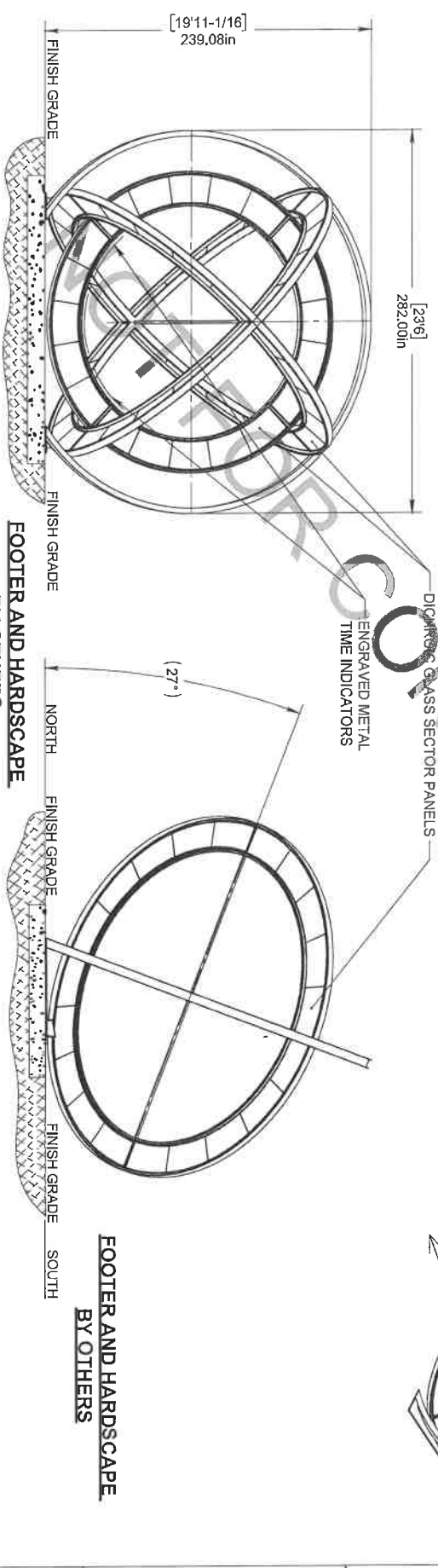
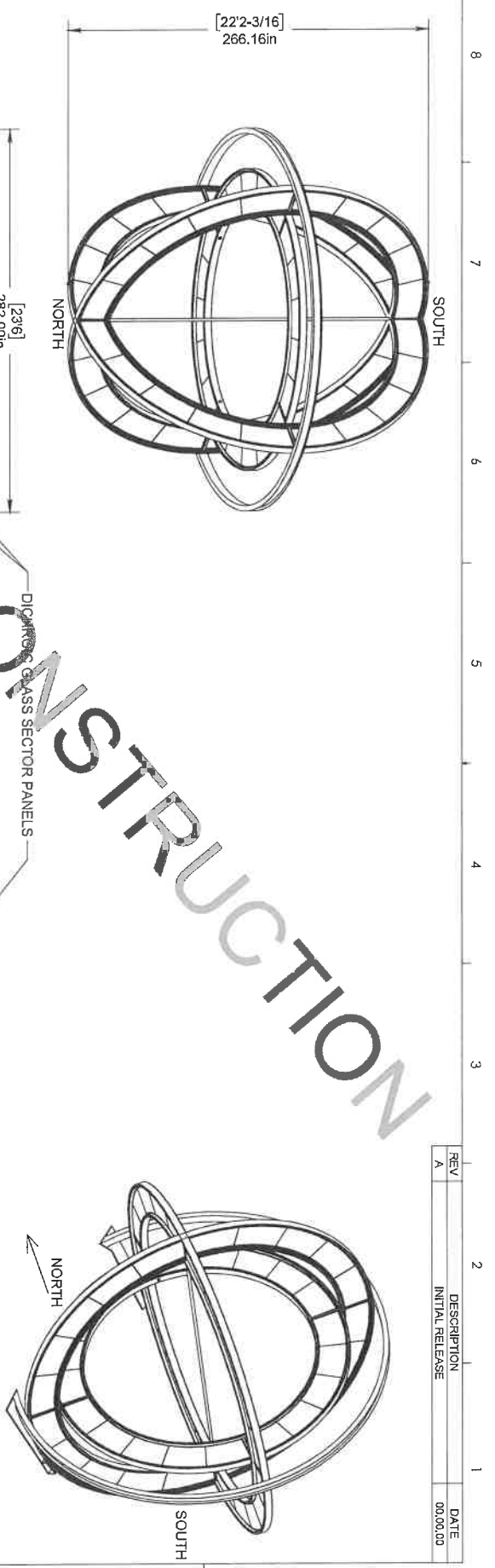
CREATIVE MACHINES INC.
 4111 EAST FRANKLIN ROAD, TUCSON, AZ 85714

MATTAMY HOMES TRADITION ARTWORK
 2D DESIGN

DATE: 8/07/8
 SCALE: 1/32
 SHEET: 8
 DRAWING NO: MHA00-0900

A

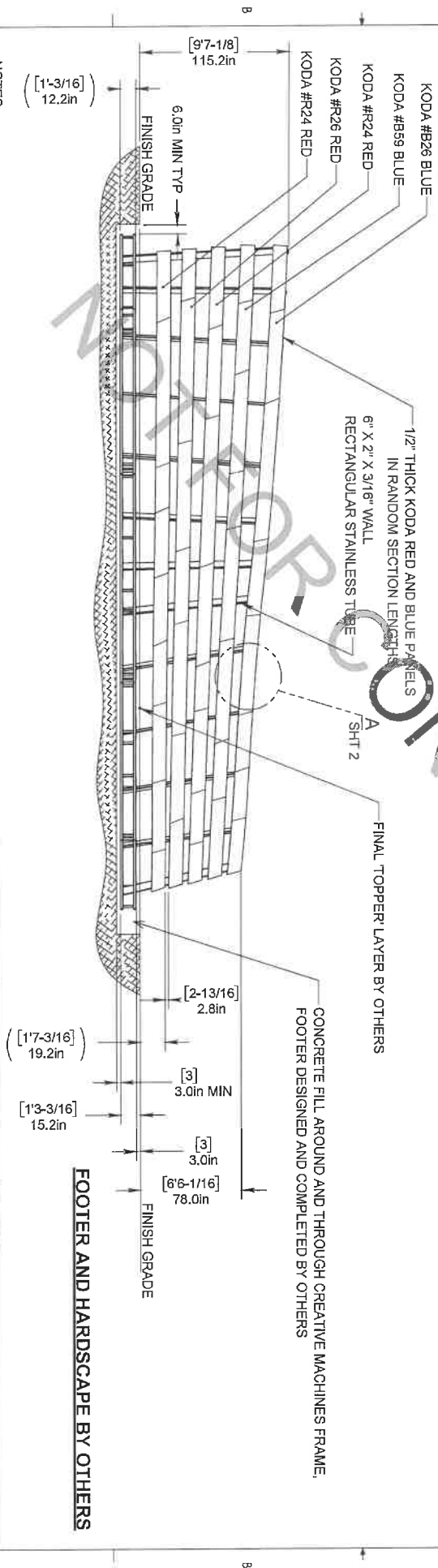
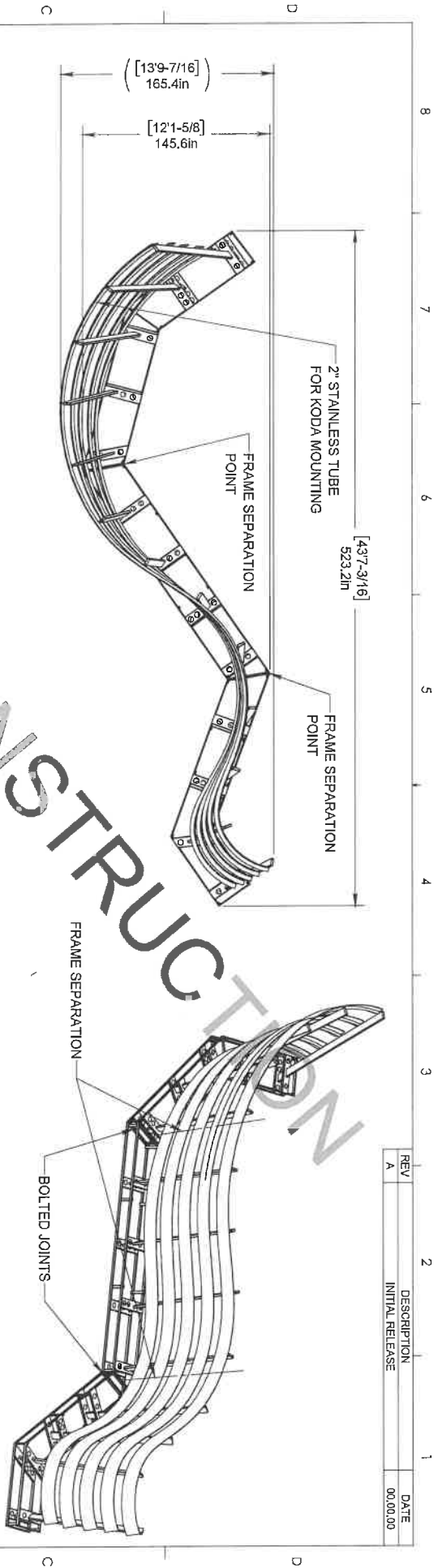
REV	DESCRIPTION	DATE
A	INITIAL RELEASE	00.00.00



- NOTES:
1. MATERIAL: STAINLESS-STEEL PIPE, PLATE AND ROLLED ROLLED RECTANGULAR TUBE FRAME AND DICHOIC TREATMENT LAMINATED GLASS
 2. FINISH REQUIREMENTS: NONE
 3. OVERALL WEIGHT: 12,000 POUNDS
- INFORMATION WITHIN CONCEPT AND SCHEMATIC DOCUMENTS ONLY DEPICTS DESIGN INTENT. DIMENSIONS AND MATERIAL ARE SUBJECT TO CHANGE UPON FINAL CMI DESIGN AND REVIEWS.

<p>UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. FINISHES: LINEAR POLARANCES: 1. POLARANCE: 1.00" (1.00") 2. POLARANCE: 1.00" (1.00") 3. POLARANCE: 1.00" (1.00") 4. POLARANCE: 1.00" (1.00") 5. POLARANCE: 1.00" (1.00") 6. POLARANCE: 1.00" (1.00") 7. POLARANCE: 1.00" (1.00") 8. POLARANCE: 1.00" (1.00") 9. POLARANCE: 1.00" (1.00") 10. POLARANCE: 1.00" (1.00") 11. POLARANCE: 1.00" (1.00") 12. POLARANCE: 1.00" (1.00") 13. POLARANCE: 1.00" (1.00") 14. POLARANCE: 1.00" (1.00") 15. POLARANCE: 1.00" (1.00") 16. POLARANCE: 1.00" (1.00") 17. POLARANCE: 1.00" (1.00") 18. POLARANCE: 1.00" (1.00") 19. POLARANCE: 1.00" (1.00") 20. POLARANCE: 1.00" (1.00") 21. POLARANCE: 1.00" (1.00") 22. POLARANCE: 1.00" (1.00") 23. POLARANCE: 1.00" (1.00") 24. POLARANCE: 1.00" (1.00") 25. POLARANCE: 1.00" (1.00") 26. POLARANCE: 1.00" (1.00") 27. POLARANCE: 1.00" (1.00") 28. POLARANCE: 1.00" (1.00") 29. POLARANCE: 1.00" (1.00") 30. POLARANCE: 1.00" (1.00") 31. POLARANCE: 1.00" (1.00") 32. POLARANCE: 1.00" (1.00") 33. POLARANCE: 1.00" (1.00") 34. POLARANCE: 1.00" (1.00") 35. POLARANCE: 1.00" (1.00") 36. POLARANCE: 1.00" (1.00") 37. POLARANCE: 1.00" (1.00") 38. POLARANCE: 1.00" (1.00") 39. POLARANCE: 1.00" (1.00") 40. POLARANCE: 1.00" (1.00") 41. POLARANCE: 1.00" (1.00") 42. POLARANCE: 1.00" (1.00") 43. POLARANCE: 1.00" (1.00") 44. POLARANCE: 1.00" (1.00") 45. POLARANCE: 1.00" (1.00") 46. POLARANCE: 1.00" (1.00") 47. POLARANCE: 1.00" (1.00") 48. POLARANCE: 1.00" (1.00") 49. POLARANCE: 1.00" (1.00") 50. POLARANCE: 1.00" (1.00") 51. POLARANCE: 1.00" (1.00") 52. POLARANCE: 1.00" (1.00") 53. POLARANCE: 1.00" (1.00") 54. POLARANCE: 1.00" (1.00") 55. POLARANCE: 1.00" (1.00") 56. POLARANCE: 1.00" (1.00") 57. POLARANCE: 1.00" (1.00") 58. POLARANCE: 1.00" (1.00") 59. POLARANCE: 1.00" (1.00") 60. POLARANCE: 1.00" (1.00") 61. POLARANCE: 1.00" (1.00") 62. POLARANCE: 1.00" (1.00") 63. POLARANCE: 1.00" (1.00") 64. POLARANCE: 1.00" (1.00") 65. POLARANCE: 1.00" (1.00") 66. POLARANCE: 1.00" (1.00") 67. POLARANCE: 1.00" (1.00") 68. POLARANCE: 1.00" (1.00") 69. POLARANCE: 1.00" (1.00") 70. POLARANCE: 1.00" (1.00") 71. POLARANCE: 1.00" (1.00") 72. POLARANCE: 1.00" (1.00") 73. POLARANCE: 1.00" (1.00") 74. POLARANCE: 1.00" (1.00") 75. POLARANCE: 1.00" (1.00") 76. POLARANCE: 1.00" (1.00") 77. POLARANCE: 1.00" (1.00") 78. POLARANCE: 1.00" (1.00") 79. POLARANCE: 1.00" (1.00") 80. POLARANCE: 1.00" (1.00") 81. POLARANCE: 1.00" (1.00") 82. POLARANCE: 1.00" (1.00") 83. POLARANCE: 1.00" (1.00") 84. POLARANCE: 1.00" (1.00") 85. POLARANCE: 1.00" (1.00") 86. POLARANCE: 1.00" (1.00") 87. POLARANCE: 1.00" (1.00") 88. POLARANCE: 1.00" (1.00") 89. POLARANCE: 1.00" (1.00") 90. POLARANCE: 1.00" (1.00") 91. POLARANCE: 1.00" (1.00") 92. POLARANCE: 1.00" (1.00") 93. POLARANCE: 1.00" (1.00") 94. POLARANCE: 1.00" (1.00") 95. POLARANCE: 1.00" (1.00") 96. POLARANCE: 1.00" (1.00") 97. POLARANCE: 1.00" (1.00") 98. POLARANCE: 1.00" (1.00") 99. POLARANCE: 1.00" (1.00") 100. POLARANCE: 1.00" (1.00")</p>	<p>PROSPECTOR RIGHTS ARE INCLUDED IN ALL THE AREAS SHOWN ON THIS DRAWING. THE PROSPECTOR RIGHTS ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF CREATIVE MACHINES INC. ANY OTHER RIGHTS RESERVED BY OTHERS ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF CREATIVE MACHINES INC. © 2021 CREATIVE MACHINES INC.</p>	<p>DESIGNER: DMI DAVIS PROJECT: MHAS DATE: 7/1/21 SCALE: 1:128 SHEET: 1 OF 1</p>	<p>CREATIVE MACHINES INC. 4141 E RIVINGTON RD., TUCSON, AZ 85714 MATTAMY HOMES TRADITIONS ARTWORK VETERAN'S PLAZA, SUNDIAL</p>	<p>DRAWING NO: MHA05-0900</p>	<p>REV: A</p>
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REV	DESCRIPTION	DATE
A	INITIAL RELEASE	00.00.00



NOTES:

- MATERIAL: 304 STAINLESS-STEEL 6" X 2" UPRIGHTS, 2" DIAMETER HORIZONTAL TUBES, MILD STEEL 2" X 1" RECTANGULAR TUBING AND 3/4" PLATE FOR CONCRETE ENCAPSULATED BASE.
- FINISH REQUIREMENTS: NONE
- OVERALL WEIGHT: 5000 POUNDS

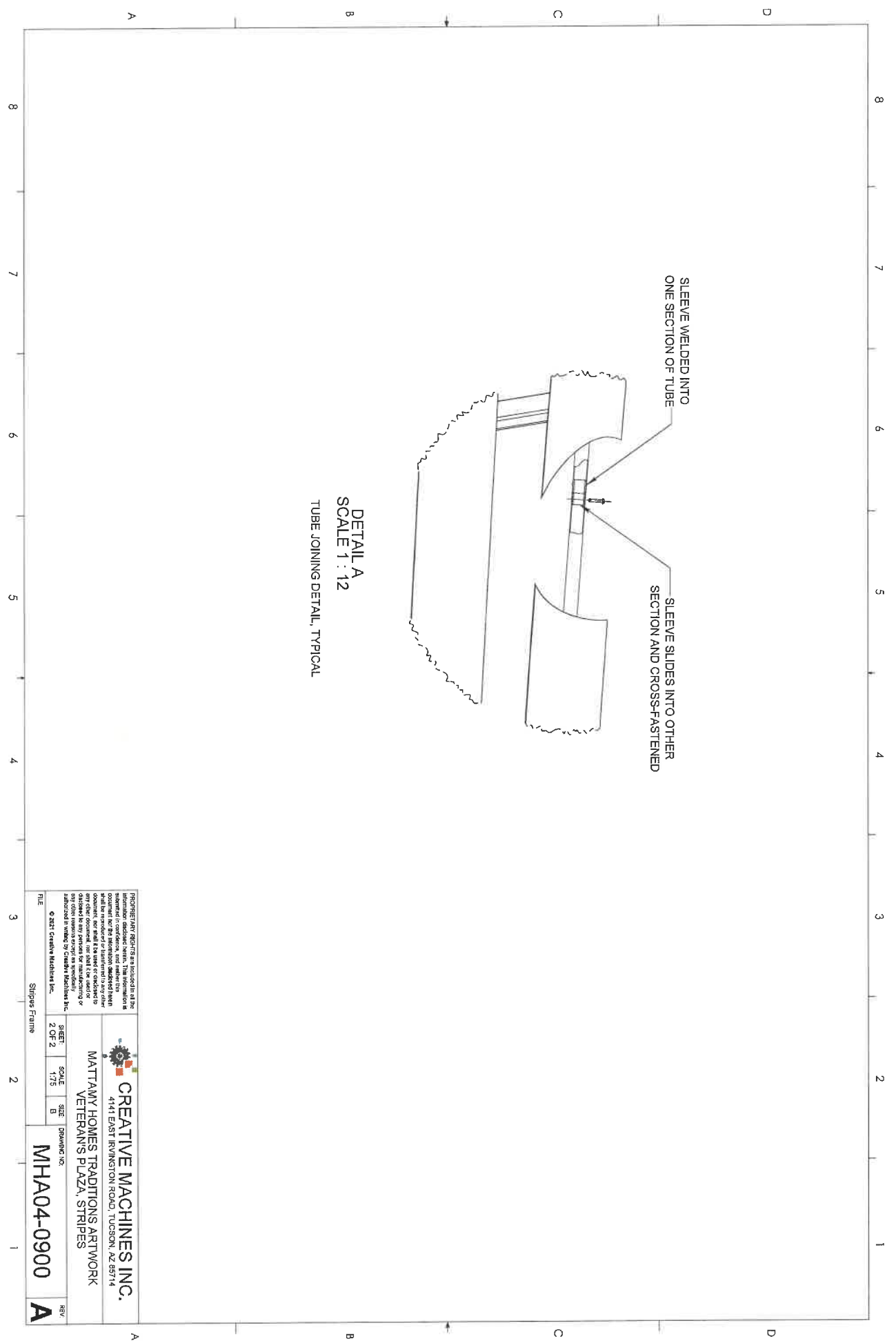
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UNLESS OTHERWISE NOTED	RESPECTIVE TO THE PROJECT AND SHOWN ON THIS DRAWING	DESIGNER
ALL PARTS TO BE FREE OF BURNS & SHARP EDGES	ALL PARTS TO BE FREE OF BURNS & SHARP EDGES	DM EVANS
1. PLACE OF WORK: 1.50'	1. PLACE OF WORK: 1.50'	DATE
2. DATE: 1.50'	2. DATE: 1.50'	SCALE
3. DATE: 1.50'	3. DATE: 1.50'	SIZE
4. DATE: 1.50'	4. DATE: 1.50'	DRAWING NO.
5. DATE: 1.50'	5. DATE: 1.50'	REV

CREATIVE MACHINES INC.
 4411 E RIVINGTON RD., TUCSON, AZ 85714

MATTAMY HOMES TRADITIONS ARTWORK
 VETERAN'S PLAZA, STRIPES

SCALE: 1:7.5
 SIZE: 9
 DRAWING NO: MHA04-0900
 REV: A



DETAIL A
SCALE 1 : 12
TUBE JOINING DETAIL, TYPICAL

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CREATIVE MACHINES INC.
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MATTAMY HOMES TRADITIONS ARTWORK
 VETERAN'S PLAZA, STRIPES

FILE	SHEET:	SCALE	SIZE	DRAWING NO.	REV
Stripes Frame	2 OF 2	1/2"	B	MHA04-0900	A

EXHIBIT "D"
Warranty of Title

I, _____ on behalf of _____, guarantee and warrant that the **WORK** listed in the Stars and Stripes Park Improvement and Artwork Donation Agreement is free and clear of any liens, claims or other encumbrances of any type and that the _____ has authority to make this donation.

**Signed, sealed and delivered
in the presence of:**

WITNESSES

SELLER(S)

Signature of Witness

Print Name: _____

Signature of Seller

Print Name: _____

Title: _____

Signature of Witness

Print Name: _____

NOTARIZATION AS TO SELLER'S EXECUTION

STATE OF FLORIDA)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20_____, by _____ who is [] personally known to me, or who has [] produced the following identification:
_____.

Signature of Notary Public

Print Name of Notary Public

Notary Public, State of Florida

My Commission expires _____

NOTARY SEAL/STAMP