

TURN LANE PROJECT AGREEMENT

THIS TURN LANE PROJECT AGREEMENT (this "**Agreement**") is made and entered into effective as of _____, 2025 (the "**Effective Date**") by and among **LENNAR HOMES, LLC**, a Florida limited liability company, ("**Lennar**"); and **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("**COJ**"). Lennar and COJ are each a "**Party**" and collectively the "**Parties**".

(A) The Parties desire to share the cost of the design, permitting, and construction of an eastbound right turn lane on Livingston Road at Old St. Augustine Road in Jacksonville, Florida (the "**Project**") to promote safety and to accommodate increased vehicular traffic in the area.

(B) As a financial contribution to the Project, within 30 days after the execution of this Agreement, Lennar shall make a one-time payment to COJ of a sum equal to \$85,586.00 ("Lennar Homes' Contribution") to pay a portion of the costs and expenses of designing, permitting, and constructing the Project.

(C) As soon as practicable after the execution of this Agreement, COJ shall amend its 5-year Capital Improvements Plan (CIP) by including a Budget Transfer (BT) creating the Project and assigning the \$85,586.00 to the design, permitting, and construction of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement, Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties hereby covenant and agree as follows:

1. **Recitals.** The statements contained in the recitals of fact set forth above (the "**Recitals**") are true and correct and the Recitals are, by this reference, made a part of this Agreement.

2. **Project Obligations.** The Parties agree to the following obligations with respect to Project performance and completion:

(a) **Lennar.**

(i) Within 30 days after the execution of this Agreement, Lennar shall pay COJ the Lennar Homes' Contribution.

(ii) Pursuant to Chapter 655, Part 5, City of Jacksonville Ordinance Code, Lennar also will pay mobility fees when due and payable on the Southwood Townhomes development (Development # 10776.1 and Mobility Fee Calculation Certificate #123973.2 dated May 27, 2025, on file with the Concurrency and Mobility Management System Office) in the amount of \$134,518.00. Lennar has no objection to the application of such mobility

fees as paid to the Project and agrees that such application complies with Chapter 655, Part 5. Lennar shall not seek credit against mobility fees for the Lennar Homes' Contribution. Upon the payment of the Lennar Homes' Contribution and such mobility fees, COJ agrees that all required payments, improvements, and mitigation for transportation impacts, operational or otherwise, of the Southwood Townhomes development have been satisfactorily completed.

(b) COJ.

(i) As soon as practicable after the execution of this Agreement, COJ shall amend its 5-year Capital Improvements Plan (CIP) by including a Budget Transfer (BT) creating the Project and assigning the \$85,586.00 to the design, permitting, and construction of the Project.

(ii) Pursuant to the amended CIP, COJ shall design, permit, and construct the Project.

3. **Default.** If any Party fails to perform or otherwise defaults under this Agreement as to any obligation required to be performed by such Party (the "Defaulting Party"), and either (a) the Defaulting Party fails to cure such default within thirty (30) days after receipt of written notice of such default from any other Party or (b) if such default cannot reasonably be cured within such thirty (30)-day period, if the Defaulting Party has not commenced to cure such default within such thirty (30)-day period and has not diligently sought to cure such default to completion within a reasonable period of time thereafter, then the other Parties shall have all rights and remedies provided under this Agreement or otherwise available at law or in equity, including the right of specific performance, and/or the right to actual damages.

4. **Exclusiveness Of Agreement.** This Agreement is made for the sole benefit of Lennar Homes and COJ and their respective successors and assigns and no other person shall have any right of action hereon.

5. **Notices.** All notices, consents, requests and other communications hereunder (each a "notice") will be in writing and will be sufficient (a) when delivered in person, or (b) when sent by first class certified or registered mail, postage prepaid, return receipt requested, or (c) when sent by express mail or a nationally recognized overnight delivery service, or (d) upon sending if sent by email, provided that a delivery receipt is retained or delivery is also accomplished by any of the means set forth in (a)-(c); in each case addressed as follows:

If to Lennar:	Lennar
	7411 Fullerton Street, Suite 220
	Jacksonville, FL 32256
	Attn: Director of Entitlements

With a copy to: Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207
Attn.: T.R. Hainline, Jr.

If to the COJ: City of Jacksonville
Department of Public Works
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Attn: Director of Public Works

With a copy to: General Counsel
Office of the General Counsel
City Hall - St. James Building
117 West Duval Street, Suite 480
Jacksonville, FL 32202
Attn: Corporate Secretary

Any notice will be deemed to have been validly given as of the date of receipt or the date of refusal to accept delivery. Receipt at the applicable address specified above (or at a subsequently designated address in accordance with the provisions of this Agreement) will constitute receipt for the purposes of this Agreement notwithstanding that such notice is not actually received by any named individual to whose attention such notice is to be delivered. Any Party will have the right to specify, from time to time, as its address or addresses for the purpose of this Agreement, any other address or addresses upon giving at least ten (10) days' written notice thereof to each other Party as herein provided. Written notice from legal counsel for a Party, when made and delivered on behalf of such Party, will be deemed notice from such Party for the purposes of this Agreement.

6. **Assignment**. No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Parties. No assignment will relieve any of the Parties hereto of their respective obligations, responsibilities, and liabilities hereunder.

7. **Modification**. There are no other agreements, promises, or undertakings between or among the Parties except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Agreement, except in writing and signed by the Parties.

8. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

9. **Florida Contract**. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida.

10. **Headings**. The headings of each paragraph in this Agreement are for convenience of reference only, and shall in no manner or way whatsoever affect the interpretation or meaning of each such paragraph.

11. **Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other telecommunications mechanism (including by electronic mail) will be effective as delivery of a manually executed counterpart of this Agreement. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine, telecopier, or electronically scanned and transmitted in a .pdf file format is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

(Signatures appear on following pages.)

The Parties have executed this Agreement, and shall be deemed to have executed such, as of the Effective Date.

LENNAR HOMES, LLC,
a Florida limited liability company

By: _____

Name: _____

Its: _____

ATTEST:

CITY OF JACKSONVILLE.,
a consolidated political subdivision and
municipal corporation existing under the laws
of the State of Florida

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan
Mayor

Form Approved:

Office of General Counsel

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