

TRAFFIC SIGNAL AGREEMENT

(Community Boulevard/Discovery Way) – *Riverland Development Company*

Attachments:

Exhibit A - Reimbursable Expenses

THIS TRAFFIC SIGNAL AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2025, between Riverland Development Company, LLC, a Florida limited liability company ("Developer") and the City of Port St. Lucie, a Florida Municipal Corporation ("City"), are each sometimes referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the City owns, operates, and maintains roadway facilities, within the City of Port St. Lucie ("Roadway System"); and

WHEREAS, the City owns the road rights-of-way known as Discovery Way and Community Boulevard; and

WHEREAS, Developer and/or one or more of its affiliates are developing and constructing a residential community within a development of regional impact known as the Riverland/Kennedy Development of Regional Impact (the "Riverland DRI") on property Developer and/or one or more of its affiliates owns; and

WHEREAS, the Riverland DRI utilizes Discovery Way and Community Boulevard; and

WHEREAS, the City has determined that the design, permitting, construction and installation of traffic signals at the Community Boulevard and Discovery Way intersection (collectively, the "Traffic Signal") is in the best interests of the public; and

WHEREAS, in an effort to work together as partners and for the betterment of the community, and accelerate completion of the Traffic Signal, the Parties desire to enter into this Agreement for Developer to contribute to the costs incurred in connection with the construction and installation of the Traffic Signal, all upon the terms, but subject to the conditions, set forth in this Agreement.

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. Traffic Signal Facilities: City is causing the design, construction, permitting and installation of the necessary infrastructure for the Traffic Signal, specifically the installation of traffic signals and other traffic control devices required by the City ("Traffic Signal Facilities"). The final design and location of the Traffic Signal Facilities shall require the prior written approval of the Developer, such approval not to be unreasonably withheld, conditioned or delayed, and which approval or disapproval shall be provided to the City within ten (10) days of City's request, or Developer will be deemed to have approved the Traffic Signal Facilities design and location.

a. Obstruction by FPL Equipment. In the event that additional above-grade Florida Power & Light Company facilities, including, without limitation, transformers or similar equipment (collectively, "FPL Facilities") are determined to be necessary in connection with the Traffic Signal Facilities or other related infrastructure, the City shall use commercially reasonable efforts to ensure that all such FPL Facilities are placed outside the primary sightline or "viewing window" of the "RIVERLAND" corner sign feature located at the southwest corner of the intersection of Discovery Way and Community Boulevard (the "Sign Feature"), so as to minimize visual obstruction of the Sign Feature.

b. Location of SW Corner Pole Assembly. Notwithstanding any notes on the approved plans for the Traffic Signal Facilities that permit field adjustments of final pole locations, the City shall make every commercially reasonable effort to install the southwest corner pole assembly (the "SW Corner Pole Assembly") in the location shown on the approved plans or, if installation in such location is not possible, in a location further south of the location shown on the approved plans, in order to maximize and preserve an unobstructed view of the Sign Feature.

3. Payment for Traffic Signal Facilities: Reimbursable components of the Traffic Signal Facilities are set forth in the **Exhibit "A"** ("Reimbursable Components"). The cost estimate for the Reimbursable Components is \$908,008.00 ("Cost Estimate"). **See Exhibit "A"**.

Within one hundred twenty (120) days of the Traffic Signal Facilities being complete, operational and open to the public for use ("Completion"), City shall submit to the Developer invoices and such other documentation as necessary to evidence the actual cost of the Reimbursable Components incurred by the City ("Actual Cost"). Within five (5) years of the Completion of the Traffic Signal Facilities the Developer shall pay the City one-third (1/3) of the Actual Cost of the Reimbursable Expenses. Notwithstanding the foregoing, the Developer's reimbursement to the City shall in no event be greater than \$300,000.00.

4. 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; and
- 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 rights set forth in Section 4(A) herein, in the event of a default and/or breach the other party shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief.

5. Intentionally omitted.

6. 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 Developer:

Riverland Development Company, LLC
1600 Sawgrass Corp. Pkwy., Suite 400
Sunrise, Florida 33323
Attn: Ryan Courson

With copy to:

Riverland Development Company, LLC
1600 Sawgrass Corp. Pkwy., Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

7. 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.

8. 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.

9. Time of the Essence and Time Computation: Time is of the essence with regard to this Agreement. In computing any period of time under this Agreement, the days are calculated as calendar days, unless expressly indicated as business days. Additionally, the calculation begins with the day following the act and includes the last day of the period, unless it is a Saturday, Sunday, or legal holiday observed by the City, in which case the period of time includes the next business day.
10. 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.
11. 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.
12. Assignability: Except as otherwise permitted elsewhere in this Agreement, the rights and obligations of Developer 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. Recording: Neither this Agreement, nor a memorandum hereof, shall be recorded in the

Public Records of St. Lucie County, Florida.

18. Effective Date: The date on which the last Party signs this Agreement.

[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 M. Martin, Mayor

DATE:

Witnesses:

Clayton Reti: H
Print Name: Clayton Reti: H
Lucia Hernandez
Print Name: Lucia Hernandez

DEVELOPER:

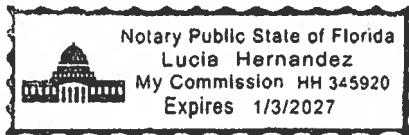
RIVERLAND DEVELOPMENT COMPANY,
LLC, a Florida limited liability company

By: [Signature]
Print Name: Richard M. Norwalk
Its: Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of July, 2025, by Richard M. Norwalk, as Vice President of RIVERLAND DEVELOPMENT COMPANY, LLC, a Florida 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:

* * *

Exhibit "A"

SW COMMUNITY BOULEVARD AND SW DISCOVERY WAY

ESTIMATE OF PROBABLE COST

PAY ITEM NUMBER	DESCRIPTION	UNIT	GRAND TOTAL		UNIT COST	COST
			PLAN	FINAL		
101-1	MOBILIZATION	LS	1		11%	\$ 79,747
102-1	MAINTENANCE OF TRAFFIC	LS	1		3%	\$ 23,715
630-2-11	CONDUIT (F&I) (OPEN TRENCH)	LF	600		20.00	\$ 10,000
630-2-12	CONDUIT (F&I) (DIRECTIONAL BORE)	LF	600		42.00	\$ 25,200
632-7-1	SIGNAL CABLE (F&I)	PI	1		14,507.00	\$ 14,507
633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 2-12 FIBERS	LF	425		3.00	\$ 1,275
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	8		84.00	\$ 672
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	16		77.00	\$ 1,232
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	1		376.00	\$ 376
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	1		140.00	\$ 140
635-2-11	PULL & JUNCTION BOX (F&I) (PULL BOX)	EA	13		2,029.00	\$ 26,377
635-2-12	PULL & SPLICE BOX (F) (PULL & SPLICE BOX) (36" X 48" X 38"D)	EA	1		4,447.00	\$ 4,447
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER	EA	1		2,164.00	\$ 2,164
639-2-1	ELECTRICAL SERVICE WIRE	LF	25		4.64	\$ 116
639-3-11	ELEC SERV DISCON, F&I, POLE MNT	EA	1		2,369.00	\$ 2,369
639-4-1	EMERGENCY GENERATOR (SIGNALS) - HONDA GENERATOR	EA	1		4,147.00	\$ 4,147
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	1		1,620.00	\$ 1,620
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	8		2,243.00	\$ 17,944
649-21-10	STEEL MAST ARM ASSEMBLY, F&I, 60'	EA	1		78,825.00	\$ 78,825
649-21-15	STEEL MAST ARM ASSEMBLY, F&I, 70'	EA	1		133,729.00	\$ 133,729
649-21-25	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 78'-60	EA	1		133,729.00	\$ 133,729
650-1-34	TRAFFIC SIGNAL F&I (POLY CARB, 3-SECTION, 1-WAY)	AS	9		1,411.00	\$ 12,699
650-1-36	TRAFFIC SIGNAL F&I (POLY CARB, 4-SECTION, 1-WAY)	AS	4		1,780.00	\$ 7,120
653-1-11	SIGNAL, PEDESTRIAN (LED 1 DIR COUNT-DOWN)	AS	8		1,030.00	\$ 8,240
660-4-12	VEHICLE DETECTION SYSTEM, VIDEO, VANTAGE VECTOR WITH VANTAGE NEXT CAMERA	PI	1		58,869.00	\$ 58,869
663-74-14	VEHICLE DETECTOR ASSEMBLIES, F&I, GLANCE EMERGENCY VEHICLE PRE-EMPTION	EA	1		9,858.00	\$ 9,858
665-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	8		32,101.00	\$ 16,806
670-5-110	TRAFFIC CONTROLLER ASSEMBLY (F&I, NEMA TS-2 TYPE 1)	AS	1		45,159.00	\$ 45,159
682-1-112	ITS CCTV CAMERA	EA	1		6,479.00	\$ 6,479
684-1-1	CISCO INDUSTRIAL ETHERNET 4000 SERIES 20 PORTS MANAGED (PART #IE-4000-8GT8GP4G-E)	EA	1		23,646.00	\$ 23,646
685-1-11	UNINTERRUPTIBLE POWER SUPPLY, F&I	EA	1		9,890.00	\$ 9,890
700-1-11	SINGLE POST SIGN (F&I, GROUND MOUNT, < 12)	AS	3		578.00	\$ 1,734
700-3-201	SIGN PANEL (F&I, OVERHEAD MOUNT, < 12)	AS	8		1,001.00	\$ 8,008
700-5-22	INTERNAL ILLUM SIGN (F&I)	EA	4		4,858.00	\$ 19,632
715-5-32	LUMINAIRE & BRACKET ARM- GALV STEEL, F&I, ON MAST ARM	EA	1		1,159.00	\$ 1,159
715-61-342	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 12' ARM LENGTH	EA	3		8,863.00	\$ 26,649
CONSTRUCTION SUB-TOTAL						\$ 713,819
General Conditions (Mobilization and MOT)						\$ 103,462
Contingency (10%)						\$ 81,728
Construction Total						\$ 899,009
Soft Costs	DESCRIPTION					
	Permit Fees (assumes no permit fee per agreement)					\$ -
	Bonding (assumes bonding not required per agreement)					\$ -
	Insurance (1%)					\$ 8,999
Grand Total For Agreement						\$ 908,008