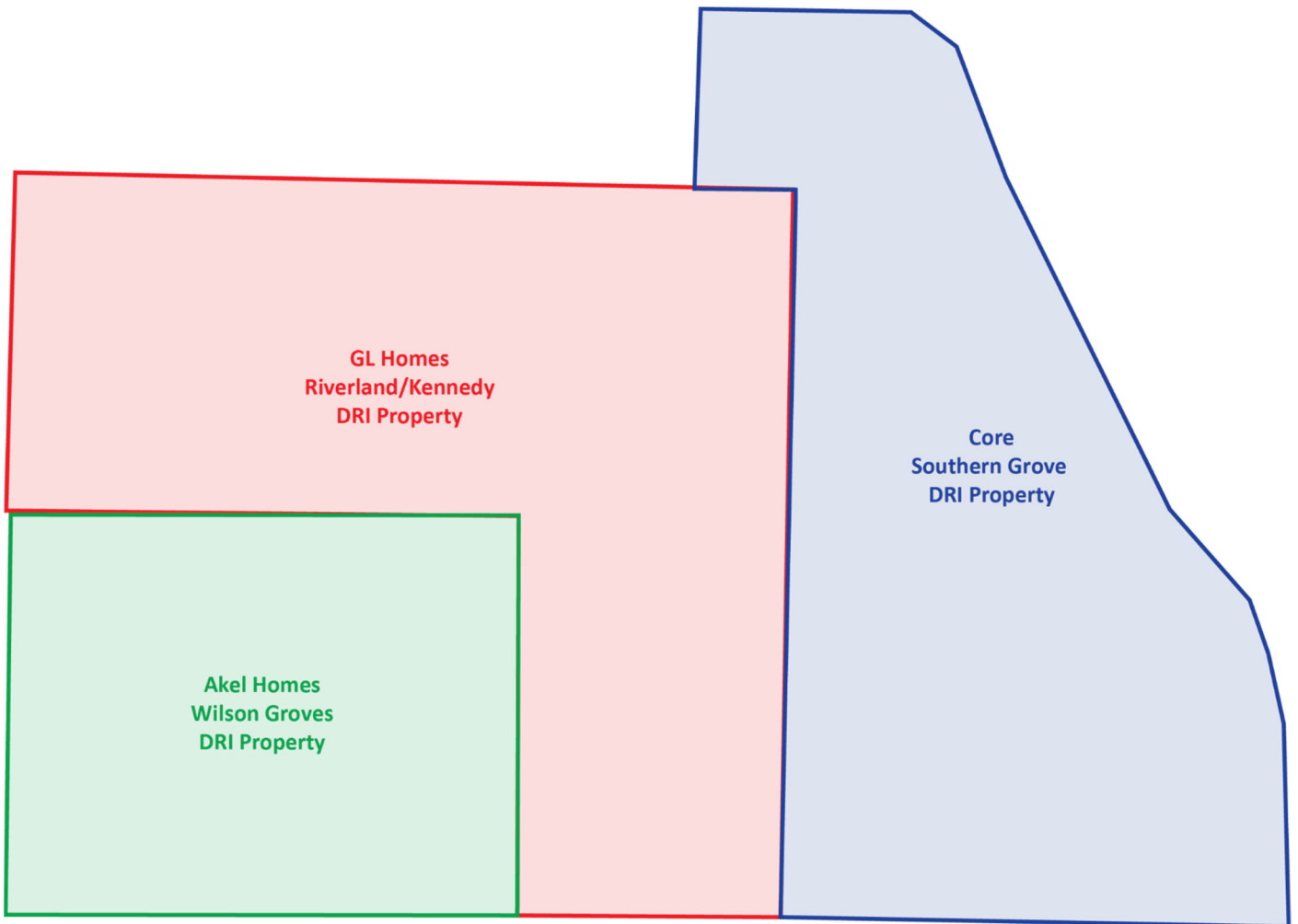




SEPTEMBER 2022

City of Port St. Lucie DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY



PREPARED BY:





City of Port St. Lucie

DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY

Table of Contents

Introduction	1
Development Phasing and Planning Horizons	1
Trip Generation	4
Traffic Assignment and Analysis	7
Recommendations	8

List of Figures

Figure 1 - Western Annexation Development of Regional Impact Map	2
Figure 2 - DRI Map Overlaid onto TAZ and Parcel Data	5
Figure 3 - 2026 Planning Horizon Network Needs and Maximum Development	11
Figure 4 - 2031 Planning Horizon Network Needs and Maximum Development	12

List of Tables

Table 1 - Existing and Year 2026 and 2031 Planning Horizons Development Forecast	3
Table 2 - Combined Development Existing and 2026 and 2031 Planning Horizons	4
Table 3 - Western Annexation Area Daily Trip Generation Analysis for Year 2026	6
Table 4 - Western Annexation Area Daily Trip Generation Analysis for Year 2031	7
Table 5 - 2026 Planning Horizon Network Needs and Rooftop Triggers	9
Table 6 - 2031 Planning Horizon Network Needs and Rooftop Triggers	10





City of Port St. Lucie

DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY

Appendices

Appendix A: Background Development Phasing

Appendix A-1: Core Southern Grove DRI Development Phasing

Appendix A-2: GL Homes Riverland/Kennedy DRI 21-R07 Conditions of Approval

Appendix A-3: Akel Homes Wilson Groves DRI Resolution 21R-00 Conditions of Approval

Appendix B: Data Forecast and Trip Generation

Appendix C: Existing Conditions, 2026 & 2031 LOS Maps and Tables

Appendix D: Becker Road Construction Agreements

Appendix D-1: Mattamy Becker Road Construction Agreement

Appendix D-2: Riverland Becker Road Construction Agreement

Appendix D-3: ACR Becker Road Construction Agreement





Introduction

This Traffic Study has been prepared to develop recommendations for the implementation of short and near-term roadway network improvements that need to be in place based on the three (3) approved Developments of Regional Impact (DRIs) located in the City of Port St. Lucie Western Annexation Area. Recommendations are based on the level of development, existing and projected roadway levels of service, proposed development in terms of rooftops relating to the total number of dwelling units and total equivalent traffic generation, emergency services and for network connectivity. The DRIs reviewed include the Core/Southern Grove, GL Homes/Riverland/Kennedy and Akel Homes/Wilson Groves developments.

This study was performed in a dynamic environment where development and roadway design and construction are underway and there have been several rounds of proposed development changes over the last 10 years. A map of the DRI boundaries overlaid on the current streets layer from the St. Lucie County Property Appraiser's Office Interactive GIS system website is provided on Figure 1.

Development Phasing and Planning Horizons

A comprehensive review of the DRI documents, DRI Notices Of Proposed Changes (NOPC) traffic studies, recent City Resolutions, a pending Resolution and other resources were reviewed to develop an Existing Development and Year 2026 and 2031 Planning Horizon scenarios. The documents and information include:

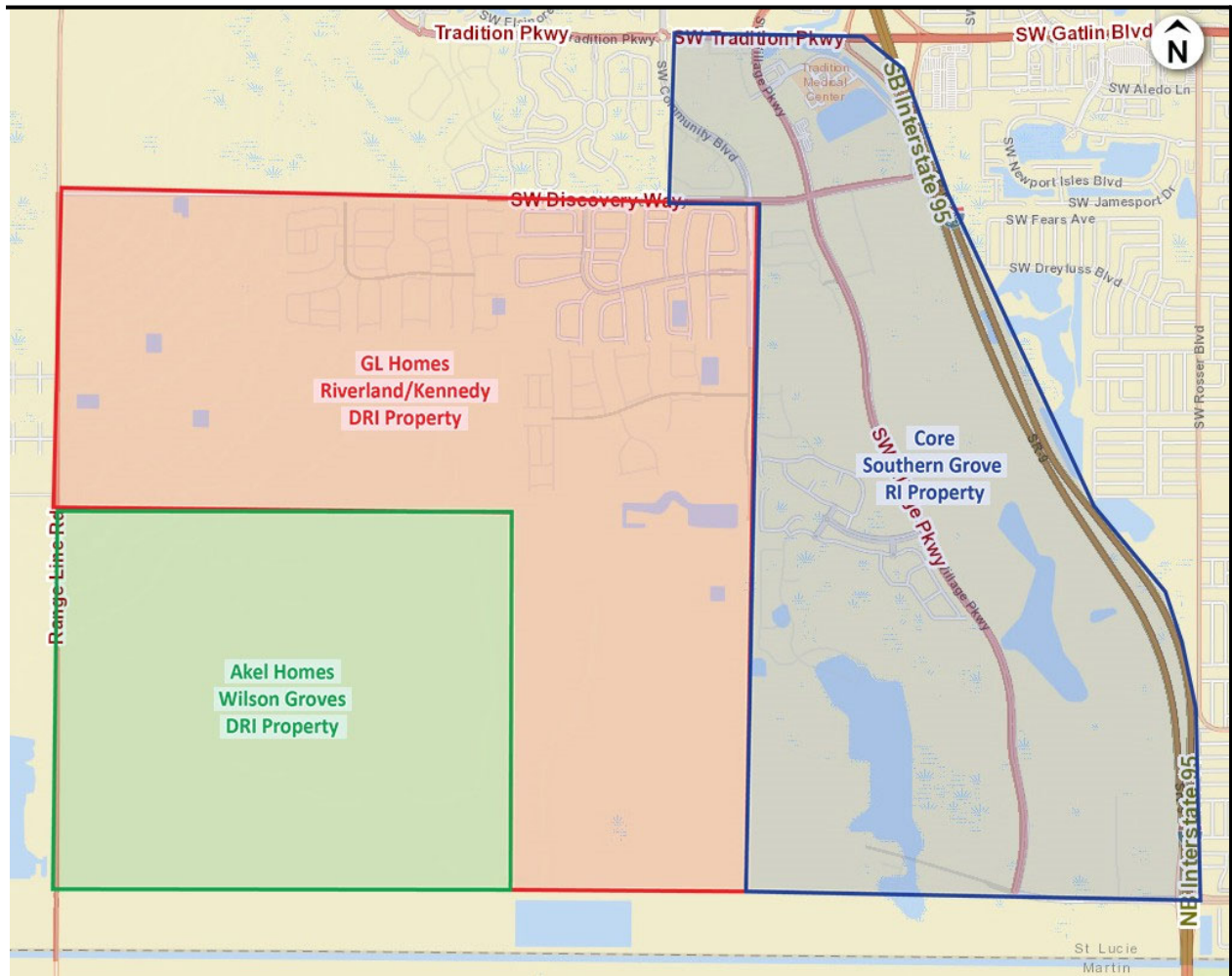
- GL Homes/Riverland/Kennedy Resolution 3/8/2021
- Southern Grove NOPC July 2021
- Akel Homes/Wilson Groves Draft Resolution 2022 (pending)
- City of Port St. Lucie Development Website
- St. Lucie County Property Appraisers Website
- DRI Bi-Annual Reports
- DRI Traffic Studies
- Major Review and Input from City Staff
- Mattamy Becker Road Intersection Construction Agreement



City of Port St. Lucie
DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY

- Riverland Becker Road Construction Agreement
- ACR Becker Road Construction Agreement

Figure 1 – Western Annexation Development of Regional Impact Map



Aerial reviews, internet mapping research and the review of the resolutions and background reports revealed little consistency of the development phasing, network improvements and or the combined traffic impacts. Table 1 summarizes estimates of existing development and projections of Year 2026 and 2031 development based on the document research and input from City staff.



City of Port St. Lucie
DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY

The Table indicates there has been significant development activity in both the Core/Southern Grove and GL Homes/Riverland/Kennedy DRIs to date. Development activity in the Akel Homes/Western Groves DRI has not yet been initiated.

Table 1 - Existing and Year 2026 and 2031 Planning Horizons Development Forecast

DRI	Land Use	Unit	Existing	2026	2031	Total 2031
<u>Southern Grove DRI*</u>						
	Single Family	Rooftops/DU's	299	505	125	929
	Single Family Age Restricted	Rooftops/DU's	170	571	641	1,382
	Multi-Family (includes Villas)	Rooftops/DU's	700	760	1,213	2,673
	Hotel	Rooms	195	204		399
	Industrial	SF	646,660	2,695,000	969,000	4,310,660
	Commercial Retail (includes Rest.)	SF	42,815	99,238	515,000	657,053
	Office (includes MOB, Dental)	SF	191,674		300,000	491,674
	Research/Development	SF	178,000		196,000	374,000
	Hospital	Beds	180		120	300
	Civic/Institutional	SF	75,146	20,816		95,962
<u>GL Homes/Riverland/Kennedy DRI**</u>						
	Single Family	Rooftops/DU's			205	205
	Single Family Age Restricted	Rooftops/DU's	1,500	1,500	925	3,925
	Multi-Family (includes Villas)	Rooftops/DU's		200	661	861
	Industrial	SF			217,800	217,800
	Commercial Retail (includes Rest.)	SF			180,000	180,000
	Office (includes MOB, Dental)	SF			167,800	167,800
	Civic/Institutional	SF	9,471			9,471
	Park	Acres	15			15
<u>Akel Homes/Wilson Groves DRI***</u>						
	Single Family Age Restricted	Rooftops/DU's		150	1,350	1,500
	Industrial	SF			85,000	85,000
	Commercial Retail (includes Rest.)	SF			75,000	75,000
	Office (includes MOB, Dental)	SF			85,000	85,000
	Park	Acres			50	

Source: Marlin Engineering, Inc.

* NOPC Traffic Analysis, Southern Grove DRI, Table 2, MacKenzie Engineering & Planning, Revised July 2021

** GL Homes/Riverland/Kennedy DRI, Resolution 21-R07, March 8, 2021

*** Akel Homes/Wilson Groves DRI, Resolution 21R-00, 2022



Table 2 provides the combined existing and planning horizon development forecasts for the three (3) DRIs. The phasing and the development forecasts are necessary data items for the traffic modeling. Note the Year 2031 forecast does not represent a build out scenario as the completion of the DRIs will occur after 2035. Appendix A provides the latest documents referring to development phasing for each DRI. Note that in each of the DRI NOPC documents the number rooftops/DU's were identified as the trigger for roadway network development with a secondary trigger related to total equivalent trips. That approach will be maintained in this effort.

Table 2 - Combined Development Existing and 2026 and 2031 Planning Horizons

Combined DRI Land Use	Unit	Existing	2026	2031	Total 2031
Single Family	Rooftops/DU's	299	505	125	929
Single Family Age Restricted	Rooftops/DU's	1,670	571	641	2,882
Multi-Family (includes Villas)	Rooftops/DU's	700	760	1,213	2,673
Hotel	Rooms	195	204		399
Industrial	SF	646,660	2,695,000	1,271,800	4,613,460
Commercial (includes Restaurants)	SF	42,815	99,238	770,000	912,053
Office (includes MOB and Dental)	SF	191,674		552,800	744,474
Research/Development	SF	178,000		196,000	374,000
Hospital	Beds	180		120	300
Civic/Institutional	SF	84,617	20,816	0	105,433
Park	Acres	15		50	65

Trip Generation

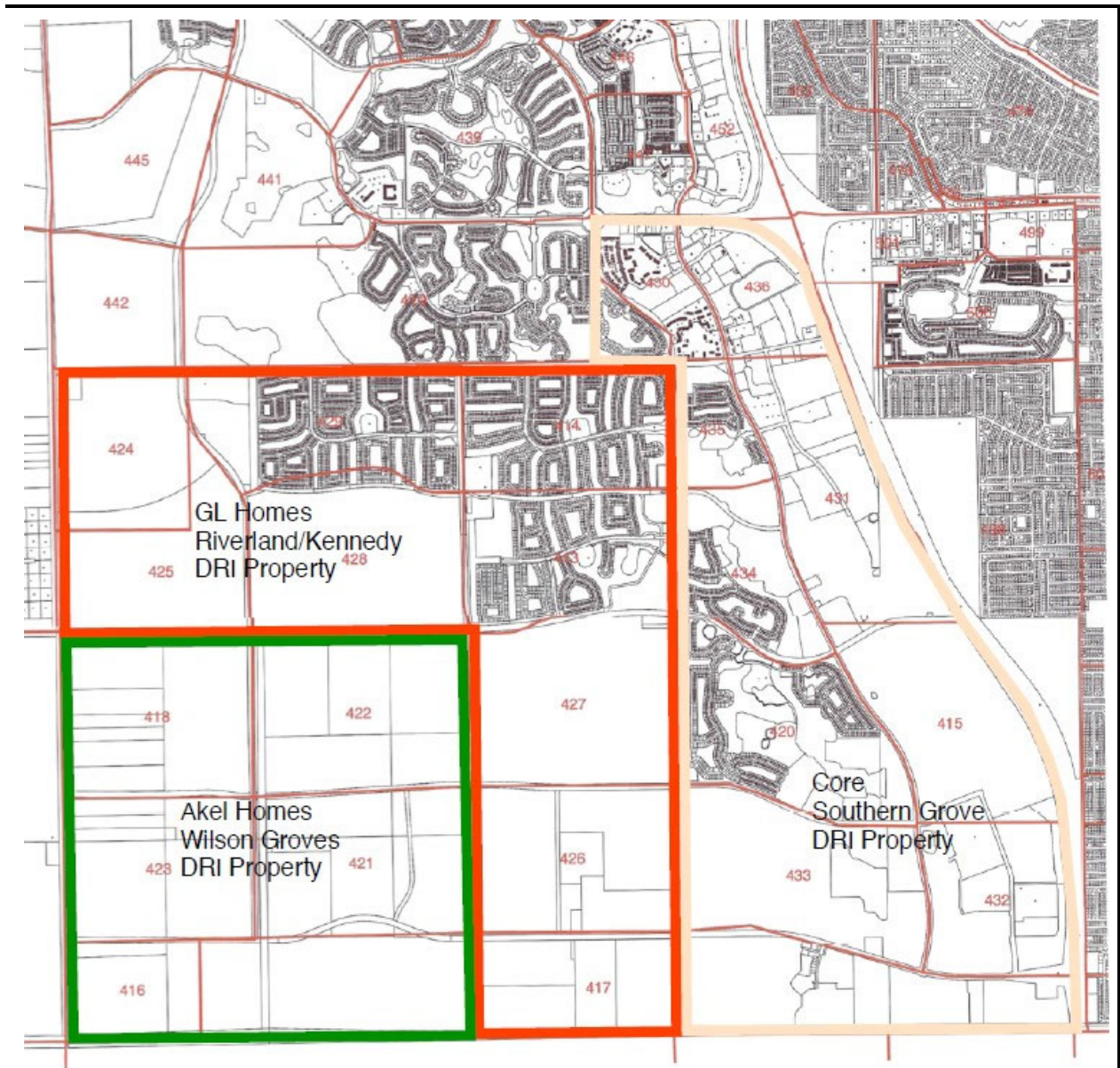
A detailed review of St Lucie County Property Appraiser's data files and the City's Planning Department's Public Hearings and Development Projects Map were utilized to identify projects at the parcel level. Identified projects were located by Traffic Analysis Zones (TAZs) as detailed in the 2045 Treasure Coast Regional Planning Model and parcel location. A link node map was developed representing the TAZ boundaries, expected centroid ties and roadway links. Figure 2 provides a map of the DRIs overlaid onto a map of the 26 TAZs in the Western Annexation Area and a parcel map from the Property Appraiser's Website. For this study, TAZ 417 was



City of Port St. Lucie
DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY

separated into three (3) TAZs to reflect the individual DRI properties.

Figure 2 - DRI Map Overlaid onto TAZ and Parcel Data



The Institute of Traffic Engineers (ITE) Trip Generation Web-based Application was used as the basis for estimating the daily and peak hour traffic volumes for each parcel's land uses. The current version of the Application incorporates the ITE Trip Generation 11th Edition, allowing



vehicle trips to be estimated for a wide range of land uses and development size. The fitted curve equation result was applied to the trip estimates in lieu of the average rate result.

Tables 3 and 4 provide the daily trip generation vehicle estimates for the 2026 and 2031 cumulative land use planning horizons respectively. The Tables show the aggregate amount of vehicle trips projected in 2026 and 2031 providing information on productions and attractions and the traffic characteristics. Productions and attractions are based on the premise that residential dwellings “produce” home-based vehicle trips and non-residential land uses “attract” trips.

The Tables show that the combined DRIs will generate a total of close to 65,000 external trips by 2026 and close to 100,000 trips per day in 2031. This level of traffic volume indicates the need for a coordinated network connected to the regional system. Further note that the tables show that there will be almost 17,000 trips and 64,000 additional trips satisfied within the DRIs indicating connectivity between the developments will require a well connected secondary network.

Table 3 - Western Annexation Area Daily Trip Generation Analysis for Year 2026

	Daily Productions Attractions		Internal DRI		External
				W/I DRIs	
Southern Grove DRI	20,439	52,589	5,845 8.0%	12,514 17.1%	54,669 74.9%
GL Homes DRI	13,886	0	854 6.2%	3,909 28.2%	9,123 65.7%
Akel Homes DRI	836	0	0	251 30.0%	585 70.0%
Total %	35,161	52,589	6,699 7.6%	16,674 19.0%	64,377 73.4%

Source: Marlin Engineering, Inc.



Table 4 - Western Annexation Area Daily Trip Generation Analysis for Year 2031

	Daily		Internal		External
	Productions	Attractions	DRI	W/I DRIs	
Southern Grove DRI	31,863	94,270	16,165 12.8%	39,140 31.0%	70,828 56.2%
GL Homes DRI	29,306	18,321	3,045 6.4%	21,147 44.4%	23,435 49.2%
Akel Homes DRI	5,291	5,612	1,878 17.2%	4,540 41.6%	4,485 41.1%
Total %	66,460	118,203	21,088 11.4%	64,827 35.1%	98,748 53.5%

Source: Marlin Engineering, Inc.

Appendix B provides a detailed breakdown of each of the developments by parcel by TAZ for 2026 and 2031.

Traffic Assignment and Analysis

Year 2026 and 2031 traffic assignments were developed using existing traffic volumes and a distribution and assignment process based on the data calculated by parcel and TAZ in Appendix B. Existing traffic volumes were available for only two (2) locations in the Western Annexation area: Becker Road between SW Village Parkway and Interstate 95; and, for SW Village Parkway between SW Discovery Way and Tradition Parkway.

In many instances, an existing roadway segment does not exist and new network is required. Projections for Year 2026 and 2031 traffic assignments were developed and assigned to a network developed to connect trips internally between the DRIs and to the regional roadway network. In addition to the network needed to support traffic movements network links were also added for connectivity and to support life/safety emergency services to the developments.

Appendix C includes the analysis of existing conditions and the roadway networks for Year 2026



City of Port St. Lucie

DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY

and 2031 using level of service capacities from the FDOT 2020 Quality of Service Manual and the daily traffic assignments prepared for this report. The tables and figures in Appendix C include recommended roadway segments within the Western Annexation area within and between the three (3) DRI boundaries which have assigned traffic volumes for Year 2026 and 2031. .

Recommendations

Year 2026 and 2031 roadway network required improvements are listed in Table 5 and Table 6 and are shown in Figures 3 and 4. The Tables show the 2026 and 2031 maximum rooftops/DUs development that should be allowed for each DRI without additional improvements being required for the Western Annexation Area. Note that for two segments daily traffic volumes exceeded LOS D capacity by just a few hundred daily trips. For these links intersection improvements could mitigate the impacts and additional lane widening is not needed for that development phase.

It is necessary for the three (3) developments to coordinate on the design and construction of the required network links to assure a consistent and well-connected network. This is especially important for the 2026 network as the resources and time to build a new roadway takes several years and some of these facilities should already be in the design phase.

There are also sections of Community Boulevard and Becker Road which are proposed for construction in 2026 as a two (2) lane road and then required to be four (4) lanes by 2031. The developers should collaborate and consider consolidating design, mobilization and construction costs and building a new four (4) lane facility in 2026 to capture cost savings.

Finally it should be noted the extension of North South Road A north of Discovery Way is an important link which needs to be constructed by others to maintain the LOS on the roadways in the NE corner of the study area.



City of Port St. Lucie
DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY

Table 5 - 2026 Planning Horizon Network Needs and Rooftop Triggers

Road Name	From	To	Responsible Development	Existing Roadway Design	Required Improvement	Responsible Development Trigger Rooftops / DUs	Responsible Development Total Traffic Volume*
Phase I - 2026							
SW Discovery Way	E of SW Village Parkway	SW Village Parkway	Core Southern Grove	2L	-	-	-
	SW Village Parkway	SW Community Blvd.	Core Southern Grove	2L	-	-	-
	SW Community Blvd.	N/S "B"	GL Homes Riverland/Kennedy	2L	-	-	-
	N/S "B"	N/S "A"	GL Homes Riverland/Kennedy	-	+2L	3,200	13,886
	N/S "A"	Range Line Road	GL Homes Riverland/Kennedy	-	+2L	3,200	13,886
Marshall	E of SW Village Parkway	SW Village Parkway	Core Southern Grove	-	+2L	3,005	73,028
	SW Village Parkway	SW Community Blvd.	Core Southern Grove	-	+2L	3,005	73,028
	SW Community Blvd.	N/S "B"	GL Homes Riverland/Kennedy	-	+2L	3,200	13,886
E/W "4" (Paar Drive)	E of SW Village Parkway	SW Village Parkway	Core Southern Grove	-	+2L	3,005	73,028
	SW Village Parkway	SW Community Blvd.	Core Southern Grove	-	+2L	3,005	73,028
Becker Road**	I -95	SW Village Parkway	Core Southern Grove	6LD	-	-	-
	SW Village Parkway	SW Community Blvd.	Core Southern Grove	-	+2L	3,005	73,028
	SW Community Blvd.	N/S "B"	GL Homes Riverland/Kennedy	-	+2L	3,200	13,886
	N/S "B"	Range Line road	Akel Homes Wilson Groves	-	+2L	150	836
SW Village Parkway	Tradition Parkway	SW Discovery Way	Core Southern Grove	6LD	-	-	-
	SW Discovery Way	Marshall	Core Southern Grove	4LD	-	-	-
	Marshall	E/W "4" (Paar Drive)	Core Southern Grove	4LD	-	-	-
	E/W "4" (Paar Drive)	Becker Road	Core Southern Grove	4LD	-	-	-
SW Community Boulevard	Tradition Parkway	SW Discovery Way	Core Southern Grove	2LD	+2L	3,005	73,028
	SW Discovery Way	Unnamed Road	GL Homes Riverland/Kennedy	2L	-	3,200	13,886
	Unnamed Road	Marshall	GL Homes Riverland/Kennedy	-	+2L	3,200	13,886
	Marshall	E/W "4" (Paar Drive)	GL Homes Riverland/Kennedy	-	+2L	3,200	13,886
N/S "B"	SW Discovery Way	Unnamed Road	GL Homes Riverland/Kennedy	2L	-	-	-
	Unnamed Road	Marshall	GL Homes Riverland/Kennedy	-	+2L	3,200	13,886
N/S "A"	SW Discovery Way	Unnamed Road	GL Homes Riverland/Kennedy	-	+2L	3,200	13,886

* Total Equivalent Traffic Volume equals traffic internal to the DRI, internal to the 3 DRI Area and external to the DRI Area as shown on Table 3 - Western Annexation Area Daily Trip Generation Analysis for Year 2026

** Becker Road is under contract to be constructed to Rangeline Road by the end of 2025. The portion from Village to Community is being done by Mattamy/Core., The portion from Community to N/S B is being completed by GL Riverland and the last two segments from N/S B to N/S A and N/S A to Rangeline are being completed by Akel. These are all being designed concurrently. The Construction Agreements are provided in Appendix D.



City of Port St. Lucie
DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY

Table 6 - 2031 Planning Horizon Network Needs and Rooftop Triggers

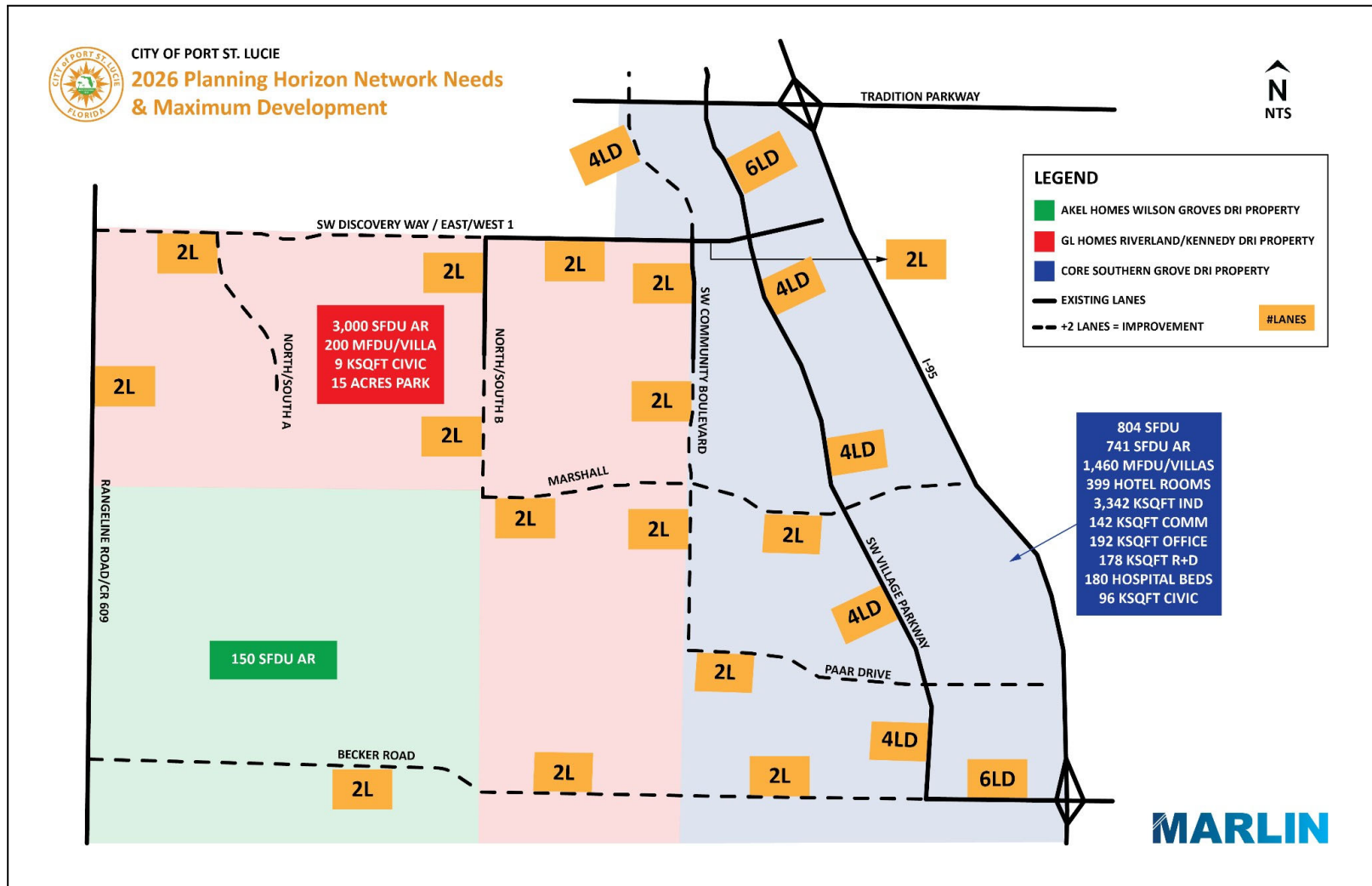
Road Name	From	To	Responsible Development	2026 Roadway Design	Required Improvement	Responsible Development Trigger Rooftops / DUs	Responsible Development Total Traffic Volume*
Phase II - 2031							
SW Discovery Way	E of SW Village Parkway	SW Village Parkway	Core Southern Grove	2L	-	-	-
	SW Village Parkway	SW Community Blvd.	Core Southern Grove	2L	+2L	4,984	126,133
	SW Community Blvd.	N/S "B"	GL Homes Riverland/Kennedy	2L	-	-	-
	N/S "B"	N/S "A"	GL Homes Riverland/Kennedy	2L	-	-	-
	N/S "A"	Range Line Road	GL Homes Riverland/Kennedy	2L	-	-	-
Marshall	E of SW Village Parkway	SW Village Parkway	Core Southern Grove	2L	-	-	-
	SW Village Parkway	SW Community Blvd.	Core Southern Grove	2L	-	-	-
	SW Community Blvd.	N/S "B"	GL Homes Riverland/Kennedy	2L	-	-	-
	N/S "B"	N/S "A"	Akel Homes Wilson Groves	-	+2L	1,500	10,903
	N/S "A"	Range Line Road	Akel Homes Wilson Groves	-	+2L	1,500	10,903
E/W "4" (Paar Drive)	E of SW Village Parkway	SW Village Parkway	Core Southern Grove	2L	-	-	-
	SW Village Parkway	SW Community Blvd.	Core Southern Grove	2L	-	-	-
	SW Community Blvd.	N/S "B"	GL Homes Riverland/Kennedy	-	+2L	4,811	47,627
	N/S "B"	N/S "A"	Akel Homes Wilson Groves	-	+2L	1,500	10,903
	N/S "A"	Range Line Road	Akel Homes Wilson Groves	-	+2L	1,500	10,903
Becker Road	I -95	SW Village Parkway	Core Southern Grove	6LD	-	-	-
	SW Village Parkway	SW Community Blvd.	Core Southern Grove	2L	+2L	4,984	126,133
	SW Community Blvd.	N/S "B"	GL Homes Riverland/Kennedy	2L	Intersection Improvements	4,811	47,351
	N/S "B"	N/S "A"	Akel Homes Wilson Groves	2L	-	-	-
	N/S "A"	Range Line Road	Akel Homes Wilson Groves	2L	-	-	-
SW Village Parkway	Tradition Parkway	SW Discovery Way	Core Southern Grove	6LD	-	-	-
	SW Discovery Way	Marshall	Core Southern Grove	4LD	-	-	-
	Marshall	E/W "4" (Paar Drive)	Core Southern Grove	4LD	-	-	-
	E/W "4" (Paar Drive)	Becker Road	Core Southern Grove	4LD	-	-	-
SW Community Boulevard	Tradition Parkway	SW Discovery Way	Core Southern Grove	4LD	-	-	-
	SW Discovery Way	Marshall	GL Homes Riverland/Kennedy	2L	+2L	4,811	47,627
	Marshall	E/W "4" (Paar Drive)	GL Homes Riverland/Kennedy	2L	Intersection Improvements	4,811	47,627
	E/W "4" (Paar Drive)	Becker Road	GL Homes Riverland/Kennedy	2L	-	-	-
N/S "B"	SW Discovery Way	Marshall	GL Homes Riverland/Kennedy	2L	-	-	-
	Marshall	E/W "4" (Paar Drive)	Akel Homes Wilson Groves	-	+2L	1,500	10,903
	E/W "4" (Paar Drive)	Becker Road	Akel Homes Wilson Groves	-	+2L	1,500	10,903
N/S "A"	North Of SW Discovery Way	SW Discovery Way	GL Homes Riverland/Kennedy Collaboration with Western Grove DRI	-	+2L	4,811	47,627
	SW Discovery Way	Unnamed Road	GL Homes Riverland/Kennedy	2L	-	-	47,351
	Unnamed Road	Marshall	GL Homes Riverland/Kennedy	-	+2L	4,811	47,351
	Marshall	E/W "4" (Paar Drive)	Akel Homes Wilson Groves	-	+2L	1,500	10,903
	E/W "4" (Paar Drive)	Becker Road	Akel Homes Wilson Groves	-	+2L	1,500	10,903

* Total Equivalent Traffic Volume equals traffic internal to the DRI, internal to the 3 DRI Area and external to the DRI Area as shown on Table 4 - Western Annexation Area Daily Trip Generation Analysis for Year 2031



City of Port St. Lucie
DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY

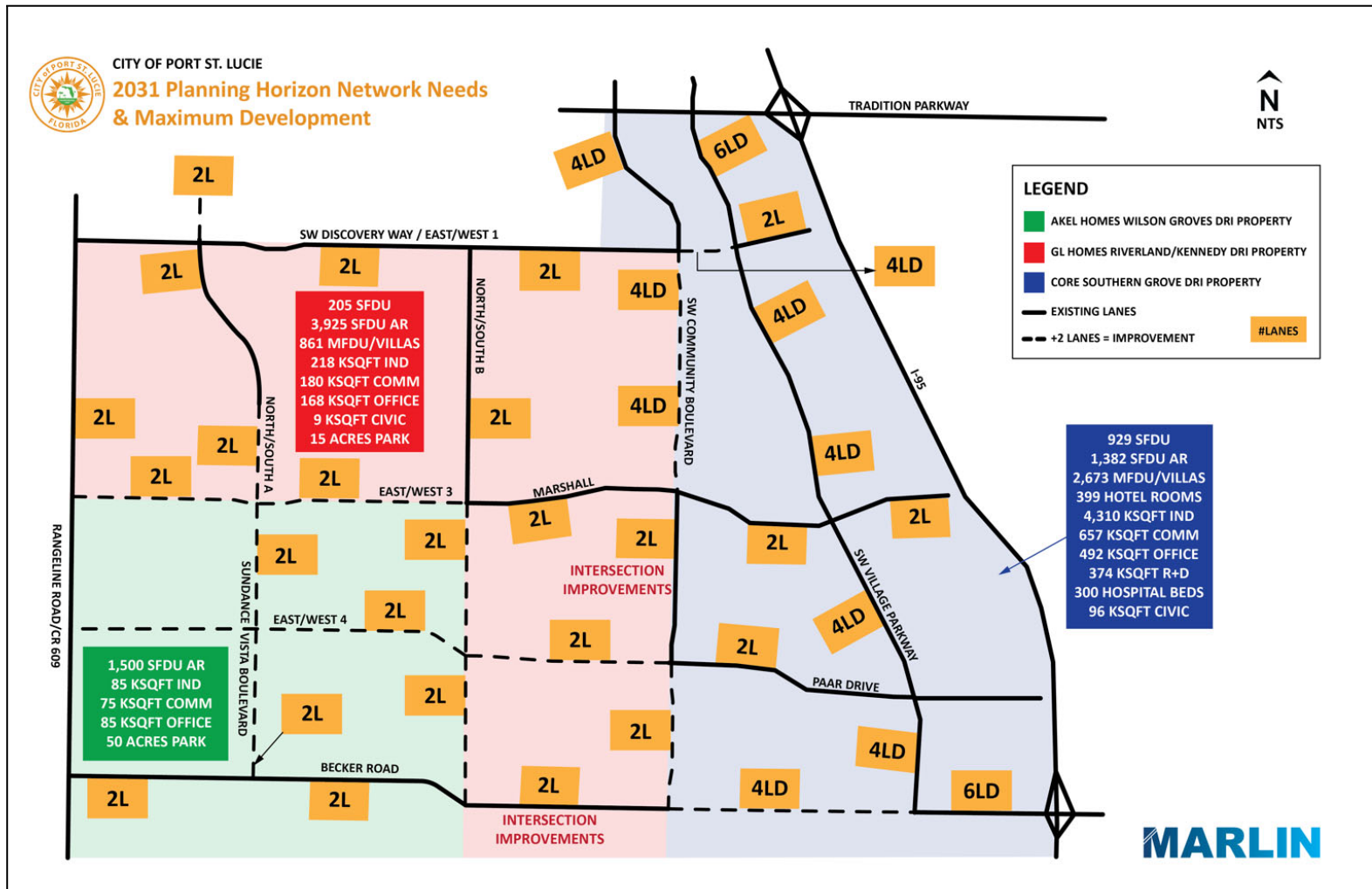
Figure 3 - 2026 Planning Horizon Network Needs and Maximum Development





City of Port St. Lucie
DEVELOPMENTS OF REGIONAL IMPACTS (DRI) STUDY

Figure 4 - 2031 Planning Horizon Network Needs and Maximum Development





Appendix A

Background Development Phasing

Appendix A-1

Core Southern Grove DRI Development Phasing

Appendix A-2

GL Homes Riverland/Kennedy DRI 21-R07 Conditions of Approval

Appendix A-3

Akel Homes Wilson Groves DRI Resolution 21R-00 Conditions of Approval



Appendix A-1

Core Southern Grove DRI Development Phasing

Table 2. Proposed Development Program and Phasing

Land Use	Unit	Phase 1 2026	Phase 2 2031	Phase 3 2036	Phase 4 2041	Total
Single Family	DUs	862	1,534	0	0	2,396
Multi Family	DUs	1,438	2,046	0	0	3,484
Single Family Age-Restricted	DUs	700	679	0	0	1,379
Hotel	Rooms	250	310	80	411	1,051
Industrial Park	SF	450,000	3,250,000	1,380,116	3,664,884	8,745,000
Commercial Retail	SF	180,000	796,480	258,500	596,485	1,831,465
Service & Office	SF	400,000	250,000	50,000	709,903	1,409,903
Research & Development	SF	300,000	200,000	50,000	651,557	1,201,557
Hospital	Beds	180	120	0	0	300
Civic Use	SF	0	13,975	0	27,952	41,927
Institutional Use	SF	0	62,064	122,092	92,194	276,350
Park	Acres	80	0	0	0	80
K-8 School	Students	0	1,600	1,600	0	3,200
Independent Living Facility	Beds	415	0	0	0	415
Assisted Living	Beds	150	0	0	0	150

Table 3. Proposed Cumulative Development Program and Phasing

Land Use	Unit	Phase 1 2026	Phase 2 2031	Phase 3 2036	Phase 4 2041
Single Family	DUs	862	2,396	2,396	2,396
Multi Family	DUs	1,438	3,484	3,484	3,484
Single Family Age-Restricted	DUs	700	1,379	1,379	1,379
Hotel	Rooms	250	560	640	1,051
Industrial Park	SF	450,000	3,700,000	5,080,116	8,745,000
Commercial Retail	SF	180,000	976,480	1,234,980	1,831,465
Service & Office	SF	400,000	650,000	700,000	1,409,903
Research & Development	SF	300,000	500,000	550,000	1,201,557
Hospital	Beds	180	300	300	300
Civic Use	SF	0	13,975	13,975	41,927
Institutional Use	SF	0	62,064	184,156	276,350
Park	Acres	80	80	80	80
K-8 School	Students	0	1,600	3,200	3,200
Independent Living Facility	Beds	415	415	415	415
Assisted Living	Beds	150	150	150	150



Appendix A-2

GL Homes Riverland/Kennedy DRI 21-R07 Conditions of Approval

Riverland/Kennedy DRI Amend
Exhibit "B"
Resolution 21-R07
GENERAL CONDITIONS OF APPROVAL
CONDITIONS OF APPROVAL

Application for Development Approval

1. The Riverland/Kennedy Development of Regional Impact Application for Development Approval is incorporated herein by reference. It is relied upon, but not to the exclusion of other available information, by the parties in discharging their statutory duties under Chapter 380, Florida Statutes. Substantial compliance with the representations contained in the Application for Development Approval, as modified by Development Order conditions, is a condition for approval.

For purposes of this Development Order, the Application for Development Approval ("ADA") shall include the following items:

- a. Application for Development Approval dated September 13, 2005;
- b. Supplemental information dated February 28, 2006; May 18, 2006; and June 7, 2006;
- c. Western Annexation Traffic Study ("WATS") Final Report dated January 2006; and
- d. Annexation Agreement dated July 19, 2004, and revised May 16, 2005, July 25, 2005, November 16, 2009, except to the extent that any term of the Annexation Agreement is subsequently amended by the parties thereto ("Annexation Agreement").

Commencement and Process of Development

2. In the event the Developer fails to commence significant physical development within three years from the effective date of the Development Order, development approval shall terminate and the development shall be subject to further Development of Regional Impact review by the Treasure Coast Regional Planning Council, State land planning agency, and City of Port St. Lucie pursuant to Section 380.06, Florida Statutes. However, this time period shall be tolled during the pendency of any appeal pursuant to Section 380.07, F.S. For the purpose of this paragraph, construction shall be deemed to have initiated after placement of permanent evidence of a structure (other than a mobile home) on a site, such as the pouring of slabs or footings or any work beyond the stage of excavation or land clearing, such as the construction of roadways or other utility infrastructure. The City of Port St. Lucie acknowledges that the commencement of significant physical development occurred within three years from the effective date of the Development Order, which satisfies this condition.

Phasing

3. A) The phasing of the Riverland/Kennedy Development of Regional Impacts is approved as follows:

Phase	Years	Residential (DU)*	Retail (SF)	Research & Office(SF)	Light Industrial (SF)	Institutional & Civic(SF)
1	ZGGe ZGZG 2006-2029	2,500	192,000	136,125	136,125	25,000
2	ZGZT ZGZa 2030-2034	7,901	540,668	408,375	408,375	215,327
3	ZGZe ZQJQ 2035-2039	1,299	160,000	408,375	408,375	87,000
4	ZGJT ZGJa 2040-2044	0	0	408,375	408,375	0
Total	ZGGe ZGJa 2006-2044	11,700	892,668	1,361,250	1,361,250	327,327

*Residential units consist of 8,424 single-family units (inclusive of a minimum of 3,275 age restricted units) and 3,276 multi-family units.

The development of a use in any phase may commence prior to completion of development in the preceding phase so long as all specific conditions for mitigation of transportation impacts are implemented according to the schedule in this Development Order, as it may be modified from time to time, and all other conditions of this Development Order are satisfied.

In addition to those uses described above, the Developer is authorized to develop ancillary and support uses including but not limited to adult congregate living facilities, wireless communication and cable television towers, digital network facilities, civic buildings, community centers, irrigation treatment plant and pumping facilities, libraries, places of worship, public service facilities, recreational facilities and schools as permitted within the New Community Development District.

- B) In order to accommodate changing market demands, at the Developer's request in an application for a specific development permit, and without the Developer filing a notification of proposed change pursuant to section J8Q.G6(19,) F.S., the City may increase or decrease the amount of an approved land use by applying the Equivalency Matrix attached to this Developer Order as Exhibit "C", which is incorporated into this Development Order by this reference. The use of the Equivalency Matrix shall not allow impacts to water, wastewater, solid waste, transportation or affordable housing to exceed the aggregate impacts projected in the ADA. In addition, to ensure the basic character of the Riverland/Kennedy ORI is not altered, no land use may exceed the specified maximum in the Equivalency

Matrix. be increased by an amount which exceeds the numeric criteria in Section 380.06(1Q)(b), F.S. The mix of land uses shall be consistent with that allowed in the Port St. Lucie Comprehensive Plan. The Developer shall report, in each biennial report required by this Development Order, use of the Equivalency Matrix in Exhibit "C" to increase the amount of one approved land use with a concurrent reduction in one or more other approved land uses.

Buildout Date

4. The Riverland/Kennedy Development of Regional Impact shall have a buildout date of December 31, 2044, unless otherwise amended pursuant to the conditions of this Development Order and Section 380.06, Florida Statutes.

Expiration and Termination Date

5. This Development Order shall expire and terminate on December 31, W42 2051 unless extended in accordance with Section 380.06(7)(c) and local land development regulations as provided in Section 380.06(19)(c), Florida Statutes.

Biennial Report

6. The biennial report required by the City of Port St. Lucie, in accordance with Section 380.06(6), subsection 380.06(18), Florida Statutes, shall be submitted to the City of Port St. Lucie and any such additional parties as may be appropriate or required by the City, every two years until the expiration of this Development Order on the anniversary date of the adoption of the Development Order to the City of Port St. Lucie, Treasure Coast Regional Planning Council, State land planning agency, and such additional parties as may be appropriate or required by law. The contents of the report shall include those items required by this Development Order and Rule QJ 2.025(7,) Florida Administrative Code. The City of Port St. Lucie Planning and Zoning Director shall be the local official assigned the responsibility for monitoring the development and enforcing the terms of the Development Order. Notice of transfer of all or portions of the ORI Property shall be filed with the City of Port St. Lucie and included in the biennial report.

General Provisions

7. Any modifications or deviation from the approved plans or requirements of this Development Order shall be made according to and processed in compliance with the requirements of Section 380.06(-4-9), Florida Statutes and Chapter 73C 40, Florida Administrative Code.
8. The definitions found in Chapter 380, Florida Statutes, shall apply to this Development Order.
9. Reference herein to any governmental agency shall be construed to mean any future instrumentality that may be created or designated as a successor in interest

to, or which otherwise possesses the powers and duties of, any referenced governmental agency in existence on the effective date of this Development Order.

10. This Development Order shall be binding upon the Developer and its assignees or successors in interest.

REGIONAL PLANNING

Master Development Plan

11. Prior to final approval of any zoning application in the Riverland/Kennedy Development of Regional Impact, the City will require the Developer to prepare a conceptual master plan to provide long-term guidance and direction for the project by showing the general location of all residential and non-residential land uses, arterial and collector roads, arterial and collector potable water, wastewater and reclaimed water infrastructure, stormwater facilities, school sites, civic and institutional sites, other major facilities, major access points and multi-use trails and greenways. The conceptual master plan shall demonstrate consistency with the NCO (New Community Development) land, use category. The conceptual master plan shall be consistent with the Master Development Plan (Map H) attached to this Development Order as Exhibit "D" but shall not be adopted as an amendment to this Development Order. The conceptual master plan shall be presented to the City's Planning and Zoning Board and the City Council for consideration and approval; provided, however, that notwithstanding the foregoing, the conceptual master plan shall only be a generalized reference tool which is not regulatory but rather a planning reference to provide long range guidance related to those lands being considered for development approval. The conceptual master plan shall be revised by the Developer from time to time as needed to show approved and proposed development, and the City and the Developer shall agree on the mutually acceptable process for doing so.

Greenway

12. Consistent with the City's local comprehensive plan and the Annexation Agreement, the project shall include a continuous, multi-purpose greenway along Range Line Road with an average width of 50 feet and a minimum width of 30 feet, from Range Line Road's eastern right-of-way boundary. The greenway shall be provided in each development parcel within the ORI Property which is adjacent to Range Line Road as a condition of the recording of a residential subdivision plat or final site plan approval for each such development parcel. An appropriate easement shall be placed upon this greenway in perpetuity. The easement shall allow (a) road crossings and pedestrian access; (b) sites for receiving and disposing of irrigation-quality effluent; and (c) landscaping and irrigation. In addition, within the greenway and adjacent to Range Line Road, the Developer shall grant the City a 30-foot perpetual non-exclusive utility easement; provided,

however, such utility easement shall allow for (a) landscaping and irrigation, including with reclaimed water; (b) road crossings and pedestrian access; and (c) similar surface uses, with the City's written authorization, which will not interfere with efficient operation of the City's utilities or unduly hinder maintenance. Any landscaping or irrigation system within the utility easement shall be approved by the City's Utilities Systems Department prior to planting or constructing same.

TRANSPORTATION

Rights of Way

13. Subject to the requirements of the Annexation Agreement, subsequent roadway re-alignments and elimination of certain roadway obligations per mutual agreement of the City and the Developer, and in accordance with the conditions of approval set forth under the previous Development Order for the Riverland/Kennedy ORI, City Resolution 16-R52 (NOPC No. 3), the Developer conveyed the following road rights-of-way within the project to the City: E/W 1 (Discovery Way), E/W 3, E/W 4 (Paar Drive), Becker Road (E/W 5), N/S A, N/S B North and N/S B South (Riverland Boulevard), and N/S C (Community Boulevard). Said conveyances were made subject to reservations unto the Developer for purposes of constructing and thereafter maintaining roads and other improvements until acceptance by the City. As part of the agreed upon realignment of the road rights-of-way, the City conveyed back to the Developer certain portions of the previously dedicated roadway for E/W 2 and N/S BC. Riverland/Kennedy has previously deeded to the City the following road rights of way located within the Riverland/Kennedy Development of Regional Impact ("Riverland/Kennedy ORI") project area:

- Becker Road (a/k/a EM/ 5) from N/8 C (a/k/a Community Boulevard) to N/8 B
- 150' wide right of way
- EM/ 4 (a/k/a Paar Drive) from Community Boulevard to N/8 B 150' wide right of way
- EM/ 3 from Community Boulevard to N/8 B 150' wide right of way
- EM/ 3 from N/8 B to Rangeline Road 75' wide right of way
- EM/ 2 from Community Boulevard to N/8 A 100' wide right of way
- EM/ 1 (a/k/a Discovery Way) from Community Boulevard to Rangeline Road 150' wide right of way
- N/8 A from Discovery Way to E/W 3 150' wide right of way
- N/8 B from Becker Road to Paar Drive 30' wide right of way
- N/8 B from Paar Drive to E/W 3 75' wide right of way
- N/8 B from EM/ 3 to Discovery Way 150' wide right of way
- N/8 BG from Becker Road to Paar Drive 100' wide right of way
- Community Boulevard from Discovery Way to Becker Road 75' wide right of way

As part of this development order, N/S BC will be eliminated. As part of this development order and the Wilson Groves DRI development order, N/S B will be widened to a 150' corridor from Becker Road to Paar Drive. In order to provide Riverland/Kennedy's portion of the total corridor width, Riverland/Kennedy shall convey to the City an additional 45' of right of way along the eastern limits of this segment of N/S B. Within 90 days of the conveyance of the additional 45' right of way for N/S B, the City shall convey back to Riverland/Kennedy, by quit claim deed, title to the 100' right of way that was previously dedicated to the City for N/S BC.

No building permits for residential units within the Riverland/Kennedy DRI shall be issued until Riverland/Kennedy has conveyed to the City, by special warranty deed, the additional 45' right of way for N/S B and all intersections thereof, free and clear of all liens and material encumbrances. The 45' dedication for N/S B shall include a reservation unto Riverland/Kennedy, its successors and/or assigns, for purposes of constructing and thereafter maintaining road and other improvements therein until acceptance by the City.

In addition, E/W 2 is eliminated in its entirety as a road right of way subject to the terms herein. In line with the conditions of approval of the previous Development Order, the City conveyed back The City shall convey back to Riverland/Kennedy, by quit claim deed, the previously dedicated 100' right-of-way for E/W 2 and reserveg_ unto itself a 25' wide easement for a public multi-modal path located within the former E/W 2 right-of-way. Such Multi-Modal Easement ("MME") will provide an EasUWest alternative transportation route for pedestrians, bikes and golf carts separate and independent from sidewalks along the arterial roads.

The Developer agrees to build a 12-foot wide hardened multi-modal path within the MME, between Community Blvd. and N/S A prior to or simultaneous with the development of parcels adjacent to the MME. Further, the Developer agrees to complete the construction of the 12-foot wide multi-modal path connecting to N/S B prior to or simultaneous with the construction of N/S B and Developer agrees to complete the construction of the 12 foot wide multi-modal path connecting to N/S A prior to or simultaneous with the construction of N/S A. When N/S B is constructed, Riverland/Kennedy will provide an over or underpass for the MME across N/S B between Discovery Way and E/W 3.

As future final plats or non-residential site plans are submitted, the City in its sole discretion shall consider if the MME can be revised and relocated. The City shall review and determine if the requested revision of the MME will maintain a continuity of EasUWest multi-modal access from Community Boulevard to N/S A.

Further, Community Boulevard from Discovery Way to Booker Road will be realigned in accordance with the attached Exhibit "E". Riverland/Kennedy shall convey to the City, by special warranty deed and free and clear of all liens and material encumbrance, the additional right of way within the project as per Exhibit

"E", including an extension of 660' south of Becker Road, with a reservation into the Developer, its successors and/or assigns, for purposes of constructing and thereafter maintaining roads and other improvements until acceptance by the City. The Developer shall have no obligation to construct Community Boulevard within the extension south of Becker Road. The conveyance of the Easement shall occur prior to March 30, 201a.

Within ninety (90) Days of receiving the right of a Special warranty Easement for such realignment of Community Boulevard, including the additional 660' south of Becker Road, the City shall convey each to Riverland/Kennedy, by Special warranty Easement, the prior Easements for Community Boulevard between Discovery Way (EN. 1) and Becker Road that will no longer fall within the right of way Easement on Exhibit "E".

14. In addition to the aforementioned roadway networks, the Developer shall further enhance the transportation network by providing a system which shall include but not be limited to public collector roads. The roads identified herein shall not include internal networks for gated communities.
- 15.A) At any time, the Developer may undertake monitoring to ascertain the level of service on facilities where Riverland/Kennedy Development of Regional Impact has significant impact (project is estimated to contribute an amount of traffic equal to or greater than 5% of the maximum service volume under the adopted level of service standard) in order to determine whether the residential units or trip threshold by which a transportation improvement required by this Development Order may be extended. If the monitoring demonstrates that the facility or facilities will operate at the adopted level of service standard without the improvement at the residential units or trip threshold by which this Development Order would otherwise require such improvement, then notwithstanding any other provision of this Development Order the date by which such improvement is required shall be extended on terms approved pursuant to the procedure in Condition 16. The methodology of the monitoring shall be agreed upon by the City of Port St. Lucie, Florida Department of Transportation, and Treasure Coast Regional Planning Council. In the event that a methodology cannot be agreed upon among all parties, the City of Port St. Lucie shall be the final arbiter. No new mitigation measures and/or modifications to the roadway network within the WATS Area shall be required on account of such monitoring.
- B) The City of Port St. Lucie may require the Developer to undertake monitoring to ascertain the level of service on transportation facilities within the ORI as specified in Table 1 and/or Table 2 in order to determine whether the residential units or trip threshold by which a transportation improvement required by this Development Order, should be accelerated. If the monitoring demonstrates that a facility or facilities will operate below the adopted level of service standard prior to the

residential units or trip threshold by which this Development Order would otherwise require such improvement , then the date or trip threshold by which such improvement is required shall be accelerated on terms approved pursuant to the procedure in Condition 16. If the monitoring demonstrates that a facility or facilities will operate below the adopted level of service standard prior to the residential units or trip threshold by which this Development Order would otherwise require such improvement, then the date for such improvement shall be accelerated based on the results of such monitoring , provided that the accelerated schedule for the improvement shall allow 24 months for engineering, permitting and construction of the improvement. The methodology of the monitoring shall be agreed upon by the City of Port St. Lucie, Florida Department of Transportation, and Treasure Coast Regional Planning Council. In the event that a methodology cannot be agreed upon among all parties, the City of Port St. Lucie shall be the final arbiter. No new mitigation measures and/or modifications to the road network identified in Tables 1 and/or 2 shall be required on account of such monitoring.

- C) The Developer will coordinate with the Southwest Annexation Area (SWAA) DRIs regarding the results of the monitoring of the operational level of service conditions conducted by Southern Grove and any subsequent operational analyses along 1- 95 from south of Becker Road to north of Crosstown Parkway, at the Tradition Parkway/Gatlin Boulevard and 1-95 interchange , and at the Becker Road and I- 95 interchange. Should operational analyses indicate that the interstate or the subject interchanges are reaching or have reached the adopted level-of-service threshold, the Developer shall participate in collaborative discussions to identify possible solutions for a mitigation program to resolve the problem, which resolution, in principle, should be reflective of the impacts on the identified roadways/intersections created by the respective SWAA DRIs. The collaborative discussions shall include, but not be limited to, FOOT, the City of Port St. Lucie and the SWAA ORI developers. However, additional transportation mitigation beyond the required improvements listed in Tables 1 and/or 2 in this Development Order shall not be required of the Developer as a result of this collaboration.
16. In accordance with Section 380.06(15)(c)5, Florida Statutes, and Rule 9J 2.0245(7)(a)1.b., F.A.C., changes to roadway improvement conditions which are subject to the monitoring program outlined in Condition 15 shall not be subject to the substantial deviation determination/notice of proposed change process, as provided for under Section 380.06(7), Florida Statutes, unless otherwise required by the criteria listed in Section 380.06(19)(b), Florida Statutes. Changes to roadway improvements conditions shall be transmitted for approval to the Florida Department of Transportation, State land planning agency, and Treasure Coast Regional Planning Council. The agencies should complete the review within 90 days after submittal by the Developer.

17. A trip generation analysis shall be prepared by the applicant and approved by the City of Port St. Lucie prior to each site plan or residential subdivision plat approval. The trip generation analysis shall present calculations for the p.m. peak hour and shall be performed using trip generation rates and equations included in the latest available Institute of Transportation Engineers Trip Generation Report as well as land uses included in the application for development approval. The trip generation analysis shall include internal capture and passer-by, if appropriate, to determine net trips generated by the development. The trip generation shall be cumulative and include all previous site plan and residential subdivision plat approvals. Development order conditions shall be evaluated using the trip generation analysis to determine triggering of any transportation conditions.

Riverland/Kennedy Access Road Improvements

18. No building permits shall be issued for any development that generates more than the total net external p.m. peak hour trip threshold or residential units identified in Table 1, whichever comes last, until: 1) contracts have been let for the roadway construction projects identified in Table 1 under "Required Improvement"; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; or 3) the improvement is scheduled in the first three years of the applicable jurisdiction's Capital Improvements Program or FDOT's adopted work program.

**Table 1
Riverland/Kennedy Access Roads**

Road	From	To	Residential Units	Trip Threshold	Required Improvement	Status
Community Blvd.	Discovery Way	South for 2,500 Ft.	0	0	2L	Under Construction
Secondary Emergency Access Road at E/W #1 between Community Blvd. and RanQeline Rd.			0	0	Emergency Access Road	Com12leted

*Riverland/Kennedy Cumulative Total Net External ORI p.m. Peak Hour Trips

Riverland/Kennedy DRI Roadway Improvements

19. **fil** No building permits shall be issued for development that generates more than the total net external p.m. peak hour trip threshold or exceeds the number of residential units identified in Table 2, whichever comes last, until: 1) contracts have been let for the roadway widening or construction projects identified in Table 2 under "Required Improvement"; 2) a local government development agreement

consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the applicable jurisdiction's Capital Improvements Program or FDOT's adopted work program.

**Table 2
Riverland/Kennedy ORI Road Improvements**

Road	From	To	Residential Units	*Trip Threshold	Required Improvement	Status
Phase 1						
Community Blvd.	Discovery Way	E/W 3	700	828	2L	Portion Under Construction (Discovery Way to E/W 2)
Community Blvd.	E/W 3	Paar Dr.	2,000	2,023	2L	
Community Blvd.	Paar Dr.	Becker Rd.	2,500	3,219	2L	
E/W3	Community Blvd.	N/S B	2,500	3,219	2L	
Phase 2						
Becker Rd.	Community Blvd.	N/S B	4,475	5,148	Widen to 4LD	
N/S B	Discovery Way	E/W 3	5,660	6,305	2L	Portion Under Construction (Discovery Way to 2,500 LF +/- South)
Paar Dr.	Community Blvd.	N/S B	5,660	6,305	2L	
Discovery Way	Community Blvd.	N/S B	4,080	4,762	2L	Under Construction
Discovery Way	N/S B	N/S A	5,660	6,305	2L	
Discovery Way	N/S A	Rangeline Rd.	5,660	6,305	2L	
N/S A	Discovery Way	E/W 3	5,660	6,305	2L	
Phase 3						
Community Blvd.	Discovery Way	E/W 3	10,661	11,440	Widen to 4LD	

Community Blvd.	E/W 3	Paar Dr.	10,661	11,440	Widen to 4LD	
Becker Rd.	Community Blvd.	N/S B	10,661	11,440	Widen to 4LD	
N/S B	Paar Dr.	Becker Rd.	10,661	11,440	Widen to 4LD	
Discovery Way	Community Blvd.	N/S B	10,661	11,440	Widen to 4LD	
Paar Dr.	Community Blvd.	N/S B	10,661	11,440	Widen to 4LD	
Phase 4						
N/S A	Discovery Way	E/W 3	11,700	13,461	Widen to 4LD	
N/S B	E/W 3	Paar Dr.	11,700	13,461	Widen to 4LD	
N/S B	Discovery Way	E/W3	11,700	13,461	Widen to 4LD	
E/W 3	Community Blvd.	N/S B	11,700	13,461	Widen to 4LD	
E/W 3	N/S B	N/S A	11,700	13,461	Widen to 4LD	

*Riverland/Kennedy Cumulative Total Net External ORI p.m. Peak Hour Trips

L=Lane; D=Divided

(1) Prior to reaching thresholds for each required improvement in Table 2, partial roadway sections may be constructed by the developer.

Note: No building permits shall be issued for development that generates more than 4,000 total net external p.m. peak hour trips, until a contract has been let for the construction of the initial two lanes of either 1) Becker Rd., 2) Paar Dr., or 3) E/W #3., from Village Parkway to Community Blvd.

(2) An "age-restricted community" or "community consisting of age-restricted units" is defined as a residential community that: (a) prohibits children nineteen (19) years of age or younger from residing in the community except for a period not to exceed a total of sixty (60) days per calendar year. (b) qualifies as a legally recognized age-restricted community for the purposes of the Fair Housing Act, as amended from time to time (as amended, the "FHA") and (c) qualifies to receive an exemption from payment of educational facilities impact fees, as such fees are referenced under Condition No. 49 of this Development Order and defined under the St. Lucie County Educational Facilities Impact Fee Ordinance, Ordinance 92-09.

B) No residential subdivision plat shall be recorded nor final site plan approved for any development parcel after the latter to occur of: (i) January 31, 2022; or (ii) the date when non-model residential building permits have been issued for 2,457 age-restricted units, until Developer and the City have mutually agreed upon a form of restrictive covenant or other instrument, to be recorded against title to the development parcel within the ORI developed by Developer as an age-restricted community relating to such plat or final site plan. that provides for the following terms and restrictions:

1. So long as Developer owns title to any portion of the applicable development parcel, Developer shall not intentionally and knowingly cause an age-restricted community in such development parcel to fail to meet the criteria for an age-restricted community as set forth above in Note 2 to Table 2, ("hereinafter referred to as a "Non-Qualifying Community").
2. In the event an age-restricted community in the applicable development parcel is deemed a Non-Qualifying Community, then the Developer or the applicable, Property Owners Association of said community if turnover of control of such Property Owners Association from the Developer to the community residents has occurred, shall promptly provide written notice thereof to the City. Upon the City's written request, Developer or such Property Owners Association (as applicable) shall cause an ITE trip generation analysis to be performed that establishes the net trips generated by the Non-Qualifying Community and deliver such analysis to the City. The ITE trip generation analysis shall be signed and sealed by a registered traffic engineer licensed and authorized to perform such analyses in the State of Florida.
3. If the ITE trip generation analysis reveals that: (a) the actual total net external p.m. peak hour trips generated by the residential units in the Non-Qualifying Community has materially increased as a result of the community becoming a Non-Qualifying Community, and (b) that such actual increase in p.m. peak hour trips generated by the Non-Qualifying Community has exceeded the trip thresholds set forth in Table 2 of Exhibit B of the ORI Development Order (as same may be amended from time to time), then the Developer or Property Owners Association (as applicable) of the subject Non-Qualifying Community shall be responsible at the Developer or such Property Owners Association's (as applicable) sole cost and expense, to cause any applicable ORI Road Improvements triggered by such increase in p.m. peak hour trips to be constructed in accordance with the ORI Development Order. In the event that the ITE trip generation analysis reveals that: (x) the actual total net external p.m. peak hour trips generated by the number of residential units in the Non-Qualifying Community has not materially increased as a result of the community becoming a Non-Qualifying Community, or (y) the actual increase in p.m. peak hour trips generated by the Non-Qualifying Community has not exceeded the trip thresholds set forth in said Table 2 of Exhibit B of the ORI Development Order (as same may be amended from time to time), then the Developer or Property Owners Association (as applicable) of the Non-Qualifying Community shall have no obligation whatsoever to construct any ORI Road Improvements required under said Development Order.

20. No building permits shall be issued for development that generates more than the total net external p.m. peak hour trips indicated in Table 3 or after December 31st of the year of failure indicated in Table 3, whichever comes last, until: 1) contracts have been let to build the following roadways with the lane geometry presented below; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the City's adopted Capital Improvements Program or FDOT's adopted work program.

Table 3
External Road Improvements - West of 1-95

Year of Failure	*Trip Threshold	Road	From	To	Required Improvement	Status
2019	2,927	Tradition Pkwy.	Village Pkwy.	1-95	6LD	Satisfied
2019	13,461	Village Pkwy.	Tradition Pkwy.	Crosstown Pkwy.	4LD	Satisfied
2019	13,461	Tradition Pkwy.	Community Blvd.	Village Pkwy.	4LD	Satisfied
2019	13,461	Community Blvd.	Tradition Pkwy.	Westcliffe Ln.	2L	Satisfied
2019	13,461	Westcliffe Ln.	N/SA	Village Pkwy.	2L	
2023	13,461	Crosstown Pkwy.	N/SA	Village Pkwy.	4LD	
2023	13,461	Crosstown Pkwy.	Village Pkwy.	Commerce Center Dr.	Widen to 6LD	
2023	13,461	Tradition Pkwy.	N/SA	Village Pkwy.	4LD	
2023	13,461	N/SA	Crosstown Pkwy.	Glades Cut-Off Rd.	2L	
2027	13,461	Crosstown Pkwy.	Rangeline Rd.	N/SA	2L	
2027	13,461	Village Pkwy.	Tradition Pkwy.	Meeting Street	6LD	Satisfied
2029	13,461	Village Pkwy.	Meeting Street	Crosstown Pkwy.	Widen to 6LD	

*Riverland/Kennedy Cumulative Total Net External ORI p.m. Peak Hour Trips
LD=Divided

External Road Improvements - East of 1-95

21. No building permits shall be issued for development that generates more than the total net external p.m. peak hour trip threshold identified in Table 4 or after December 31st of the year of failure identified in Table 4, whichever comes last, until: 1) contracts have been let for the roadway widening or construction projects identified in Table 4 under "Required Improvements"; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the City's adopted Capital Improvements Program or FDOT's adopted work program. The City of Port St. Lucie will use its best efforts to undertake the road improvements in Table 4 by the dates and trip thresholds indicated.

Table4
External Road Improvements - East of 1-95

Year of Failure	*Trip Threshold	Road	From	To	Required Improvement	Status
2024	1,367	Becker Rd.	1-95	Rosser Blvd.	6LD	Satisfied
2025	13,461	Paar Dr.	Rosser Blvd.	Savona Blvd.	Widen to 4LD	
2025	13,461	Paar Dr.	Savona Blvd.	Port St. Lucie Blvd.	Widen to 4LD	
2019	2,197	Becker Rd.	Turnpike	Southbend Blvd.	Widen to 4LD	Satisfied
2022	13,461	Rosser Blvd.	E/W3	Gatlin Blvd.	Widen to 4LD	
2030	13,461	Port St. Lucie Blvd.	Paar Dr.	Darwin Blvd.	Widen to 4LD	
2020	13,461	Port St. Lucie Blvd.	Becker Rd.	St. Lucie County Line	Widen to 4LD	
2027	13,461	Rosser Blvd.	Paar Dr.	E/W3	Widen to 4LD	
2031	13,461	Port St. Lucie Blvd.	Darwin Blvd.	Gatlin Blvd.	Widen to 4LD	
2026	13,461	Becker Rd.	Southbend Blvd.	Gilson Rd.	Widen to 4LD	
2026	13,461	California Blvd.	Crosstown Pkvw.	St. Lucie West Blvd.	Widen to 4LD	
2019	13,461	Becker Rd.	1-95	Florida's Turnpike	Widen to 4LD	Satisfied
2023	13,461	Paar Dr.	1-95	Rosser Rd.**	4LD	

2029	13,461	Crosstown Pkw .	1-95	Manth Lane	6LD	Satisfied
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*Riverland/Kennedy Cumulative Total Net External ORI p.m. Peak Hour Trips

**This segment includes a bridge over 1-95 ; provided, however, that the bridge over 1-95 shall be subject to monitoring every three years, for development that generates more than 13,461 total net external p.m. peak hour trips or in 2025, whichever comes later, to evaluate the need for improvements.

L=Lane; D=Divided

22. A traffic re-analysis shall be undertaken by the Developer and submitted to the City and FOOT for any development that generates more than 13,461 cumulative total net external p.m. peak hour trips or by December 31, 2029, whichever comes last, if the six laning of the Crosstown Parkway- Manth Lane to US1 segment is: 1) not under contract; 2) not included in a local government development agreement consistent with sections 163.3220 through 163.3243, F.S.; 3) required by the monitoring program included in Condition 15, if applicable; or 4) not scheduled in the first three years of the City's adopted Capital Improvement Program or FDOT's adopted work program. The traffic re-analysis shall be prepared in a manner consistent with the methodology utilized in the WATS, or at the election of the Developer, utilizing an alternative methodology acceptable to the City, State land planning agency, and FOOT. If the traffic re-analysis shows that the incomplete segment will result in additional or increased significant impacts to state or regionally significant roads external to the WATS area as identified in the WATS, no building permits shall be issued for any development that generates more than 13,461 cumulative total net external p.m. peak hour trips or after December 31, 2029 whichever comes last, until the Development Order has been amended to include mitigation to address such additional or increased significant impacts consistent with the applicable governing rules, regulations, and laws. Rule QJ 2.045 , F.A.C.

Roadway Improvements Outside the City of Port St. Lucie

23. No building permits shall be issued for development that generates more than the total net external p.m. peak hour trip threshold identified in Table 5 or after December 31st of the year of failure identified in Table 5, whichever comes last, until: 1) contracts have been let for the roadway widening or construction projects identified in Table 5 under "Required Improvements"; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the applicable jurisdiction's Capital Improvements Program or FDOT's adopted work program.

Table 5
Roadway Improvements Outside the City of Port St. Lucie

Year of Failure	*Trip Threshold	Road	From	To	Required Improvement	Status
2031	2,386	Rangeline Road	Martin County Line	Becker Road	4LD	
2031	2,386	S.W. Allapattah Rd.	CR 714/Martin Hwy.	Martin County Line	4LD	
2020	3,592	S.W. Citrus Blvd.	St. Lucie County Line	SR 714	Widen to 4LD**	
2022	6,107	CR 714/Martin Hwy.	Port St. Lucie Blvd.	Florida's Turnpike	Widen to 4LD	
2019	6,393	CR 714/Martin Hwy.	Florida's Turnpike	High Meadows Ave.	Widen to 4LD	Satisfied
2020	7,555	CR 714/Martin Hwy.	High Meadows Ave.	Berry Ave.	Widen to 4LD	Satisfied
2020	9,796	Midway Road	Torino Pkwv.	Selvitz Road	Widen to 4LD***	
2025	14,045	Midway Road	Selvitz Road.	25th Street	Widen to 4LD***	

*Riverland/Kennedy Cumulative Total Net External ORI p.m. Peak Hour Trips

**Provided sufficient right-of-way exists for the improvement

***This condition may be satisfied by a payment to St. Lucie County based on the *Settlement Agreement Including Impact Fee Credit Agreement* between the Developer and St. Lucie County.

24. A traffic re-analysis shall be undertaken by the Developer and submitted to the City, TCRPC, State land planning agency, and FOOT by the date that development within the Riverland/Kennedy ORI generates more than 3,592 total net external p.m. peak hour trips or by December 31, 2020, whichever comes last, if the four laning of the Port St. Lucie Boulevard - St. Lucie County Line to SR 714 segment is: 1) not under contract to construct the roadway; 2) not included in a local government development agreement consistent with section 163.3220 through 163.3243, F.S.; 3) required by the monitoring program included in Condition 15, if applicable; or 4) not scheduled in the first three years of an adopted Capital Improvements Program or FDOT's adopted work program. The traffic re-analysis shall be prepared in a manner consistent with the methodology utilized in the WATS, or at the election of the Developer, utilizing an alternative methodology acceptable to the City, State land planning agency, FOOT and TCRPC, and shall

be limited to a determination of the effect, if any, of the delay in four laning the segment of S.W. Citrus Blvd. - St. Lucie County Line to SR 714 on roads external to the WATS area. If the traffic re-analysis shows that the delay will result in additional or increased significant impacts to state or regionally significant roads as identified in the WATS, no building permits shall be issued after development within the Riverland/Kennedy ORI generates more than 3,592 total net external p.m. peak hour trips or December 31, 2020, whichever comes last, until the Development Order has been amended to include mitigation to address such additional or increased significant impacts consistent with the applicable, governing rules, regulations, and laws. Rule 9J 2.045, F.A.C.

E/W 3 and 1-95 Interchange

25. A traffic study shall be prepared for development that generates more than 13,461 total net external p.m. peak hour trips or by January 1, 2028, whichever comes last, to evaluate the need for an interchange along 1-95 with E/W 3. The methodology for this traffic study shall be discussed with the Developer, and agreed upon by the City of Port St. Lucie and Florida Department of Transportation. The traffic study shall estimate traffic projections at buildout of all ORI developments that participated in the WATS.
26. If the study required by Condition 25 justifies an interchange along 1-95 with E/W 3, then no building permits shall be issued for development that generates more than 13,461 total net external p.m. peak hour trips or after December 31, 2029, whichever comes last until the development order has been amended to include provisions for such an interchange and such interchange has been authorized by the Federal Highway Administration and/or FOOT, as applicable. Such amendment to the Development Order shall not be subject to a substantial deviation determination unless otherwise required by criteria in accordance with section 380.06(19)(b), F.S.

Other Issues

27. Intersection lane geometry for all arterial roads between 1-95 and Range Line Road included in Master Development Plan (Map H) attached to this Development Order as Exhibit "D" shall, for all 6 lane by 6 lane, 4 lane by 6 lane and 4 lane by 4 lane intersections within rights-of way greater than 100 feet, include dual left-turn lanes and an exclusive right-turn lane in all approaches. For all other arterial road intersection types, the Developer shall submit to the City, for approval, an intersection analysis to designate the lane geometry for each intersection.
28. All roads expressly addressed in the transportation conditions of this Development Order shall be open to the public.



Appendix A-3

Akel Homes Wilson Groves DRI Resolution 21R-00 Conditions of Approval

RESOLUTION 21R-00

Wilson Groves DRI

EXHIBIT "B"

CONDITIONS OF APPROVAL

Application for Development Approval

1. The Wilson Groves Development of Regional Impact Application for Development Approval is incorporated herein by reference. It is relied upon, but not to the exclusion of other available information, by the parties in discharging their statutory duties under Chapter 380, Florida Statutes. Substantial compliance with the representations contained in the Application for Development Approval, as modified by Development Order conditions, is a condition of approval.

For purposes of this Development Order, the Application for Development Approval ("ADA") shall include the following items:

- a. Application for Development Approval dated September 13, 2005;
- b. Supplemental information dated March 3, 2006; July 14, 2006; and August 2, 2006;
- c. Wester Annexation Traffic Study ("WATS") Final Report dated January 2006; and
- d. Annexation Agreement dated July 19, 2004, and revised May 16, 2005, July 11, 2005, and November 16, 2009, except to the extent that any term of the Annexation Agreement is subsequently amended by the parties thereto ("Annexation Agreement").

Commencement and Process of Development

2. In the event the Developer fails to commence significant physical development within three years from the effective date of the Development Order, development approval shall terminate and the development shall be subject to further Development of Regional Impact review by the Treasure Coast Regional Planning Council, Florida Department of Community Affairs, and City of Port St. Lucie pursuant to Section 380.06, Florida Statutes. However, this time period shall be tolled during the pendency of any appeal pursuant to Section 380.07, F.S. For the purpose of this paragraph, construction shall be deemed to have initiated after placement of permanent evidence of a structure (other than a mobile home) on a site, such as the pouring of slabs of footings or any work beyond the stage of excavation or land clearing, such as the construction of roadways or other utility infrastructure.

[This Condition 2 is deemed satisfied.](#)

RESOLUTION 21R-00

Phasing

3. A) The phasing of Wilson Groves Development of Regional Impact is approved, and the Developer is authorized to develop the DRI Property as follows:

Phase	Years	Residential ¹ (DU)	Retail (SF)	Office (SF)	Light Industrial (SF)	Institutional & Civic (SF)
1	2006- 2013 <u>December 01, 2033</u>	2,200	210,000	136,125	136,125	0
2	2014- 2018 <u>2033- December 01, 2038</u>	4,096	120,000	470,375	408,375	50,638
3	2019- 2023 <u>2038- December 01, 2042</u>	1,404	260,000	488,375	408,375	175,436
4	2024- 2028 <u>2042- December 01, 2048</u>	0	175,000	488,375	408,375	156,798
Total	2006- 2028 <u>December 01, 2048</u>	7,700	765,000	1,583,250	1,361,250	382,872

1. Residential units consist of 5,775 single-family units and 1,925 multi-family units (a minimum of 3,919 age restricted units and 1,856 non-age restricted units).

The development of a use in any phase may commence prior to completion of development in the preceding phase so long as all specific conditions for mitigation of transportation impacts are implemented according to the schedule in the Development Order, as it may be modified from time to time, and all other conditions of this Development Order are satisfied.

In addition to those uses described above, the Developer is authorized to develop ancillary and support uses including but not limited to adult congregate living facilities, wireless communication and cable television towers, digital network facilities, civic buildings, community centers, irrigation treatment plant and pumping facilities, libraries, places of worship, public service facilities, recreational facilities and schools as permitted within the New Community Development District.

RESOLUTION 21R-00

B) In order to accommodate changing market demands, at the developer's request in an application for a specific development permit, and without the Developer filing a notification of proposed change pursuant to ~~section 380.06(19), F.S.~~, the City may increase or decrease the amount of an approved land use by applying the Equivalency Matrix attached to this Developer Order as Exhibit "C", which is incorporated into this Development Order by this reference. The use of the Equivalency Matrix shall not allow impacts to water, wastewater, solid waste, transportation or affordable housing to exceed the aggregate impacts projected in the ADA. In addition, to ensure the basic character of the project is not altered, no land use may exceed the specified maximum in the Equivalency Matrix. ~~be increased by an amount which exceeds the numeric criteria in section 380.06(19)(b), F.S. and the aggregate amount of non-residential uses within the DRI Property by the Annexation Agreement.~~ The mix of land uses shall be consistent with that allowed in the Port St. Lucie Comprehensive Plan. The Developer shall report, in each biennial report required by this Development Order, use of the Equivalency Matrix in Exhibit "C" to increase the amount of one approved land use with a concurrent reduction in one or more other approved land uses.

Buildout Date

4. The Wilson Groves Development of Regional Impact shall have a buildout date of ~~December 31, 2035~~ December 01, 2048, unless otherwise amended pursuant to the conditions of this Development Order and Section 380.06, Florida Statutes.

Expiration and Termination Date

5. This Development Order shall expire and terminate on ~~December 31, 2035~~ January 12th, 2049, unless extended in accordance with Section 380.06(7)(c) and local land development regulations ~~as provided in Section 380.06(19)(c), Florida Statutes.~~

Biennial Report

6. The biennial report required by the City of Port St. Lucie, in accordance with Section 380.06(6), subsection 380.06(18), Florida Statutes, shall be submitted to the City of Port St. Lucie and any such additional parties as may be appropriate or required by the City, every two years until the expiration of this Development Order on the anniversary date of the adoption of the Development order ~~to the City of Port St. Lucie, Treasure Coast Regional Planning Council, Florida Department Community Affairs, and such additional parties as may be appropriate or required by law.~~ The contents of the report shall include those items required by this Development Order ~~and Rule 9J-2.025(7), Florida Administrative Code.~~ The contents of the report shall also include the location and total number of age restricted units, as such term is defined under Condition 19, which have been approved by the City pursuant to this Development Order. The City of Port St. Lucie Planning and Zoning Director shall be the local official assigned the responsibility for monitoring the development and enforcing the terms of the Development Order. Notice of transfer of all or portions of the DRI Property shall be filed with the City of Port St. Lucie and included in the biennial report.

RESOLUTION 21R-00

General Provisions

7. Any modifications or deviation from the approved plans or requirements of this Development Order shall be made according to and processes in compliance with the requirements of Section 380.06(19), Florida Statutes and ~~Rule 9J-2, Florida Administrative Code.~~
8. The definitions found in Chapter 380, Florida Statutes shall apply to this Development Order.
9. Reference herein to any governmental agency shall be constructed to mean any future instrumentality that may be created or designated as a successor in interest to, or which otherwise possesses the powers and duties of, any referenced governmental agency in existence on the effective date of this Development Order.
10. This Development Order shall be binding upon the Developer and its assignees or successors in interest.

REGIONAL PLANNING

Master Development Plan

11. Prior to final approval of any zoning application in the Wilson Groves Development of Regional Impact, the City will require the Developer to prepare a conceptual master plan to provide long-term guidance and direction for the project by showing the general location of all residential and non-residential land uses, arterial and collector roads, arterial and collector portable water, wastewater, fiber optic communication, and reclaimed water infrastructure, stormwater facilities, school sites, civic and institutional sites, other major facilities, major facilities, major access points and multi-use trails and greenways. The conceptual master plan shall demonstrate consistency with the NCD (New Community Development) land use category. The conceptual master plan shall be consistent with the Master Development Plan (Map H) attached to this Development Order as Exhibit "D" but shall not be adopted as an amendment to this Development Order. The conceptual master plan shall be presented to the City's Planning and Zoning Board and the City Council for consideration and approval; provided, however, that notwithstanding the foregoing, the conceptual master plan shall only be generalize reference tool which is not regulatory by the Developer from time to time as needed to show approved and proposed development, and the City and the Developer shall agree on the mutually acceptable process for doing.

RESOLUTION 21R-00

Greenway

12. Consistent with the City's local comprehensive plan and the Annexation Agreement, the project shall include a continuous, multi-purpose greenway along Range Line Road, with an average width of 50 feet and a minimum width of 30 feet, from Range Line Road's eastern right-of-way boundary. The greenway shall be provided in each development parcel within the DRI Property which is adjacent to Range Line Road as a condition of the recording of a residential subdivision plat or final site plan approval for each such development parcel. An appropriate easement shall be placed upon this greenway in perpetuity. The easement shall allow (a) road crossings and pedestrian access; (b) sites for receiving and disposing of irrigation-quality effluent; and (c) landscaping and irrigation. In addition, within the greenway and adjacent to Range Line Road, the Developer shall grant the City a 30-foot perpetual non-exclusive utility easement; provided, however, such utility easement shall allow for (a) landscaping and irrigation, including with reclaimed water; (b) road crossings and pedestrian access; and (c) similar surface uses, with the City's written authorization, which will not interfere with efficient operation of the City's utilities or unduly hinder maintenance. Any landscaping or irrigation system within the utility easement shall be approved by the City's Utilities Systems Department prior to planting or constructing same.

TRANSPORTATION

Rights of Way

13. ~~Wilson Groves has dedicated the following road rights-of-way within the project to the City: Becker Road (150 feet), Paar Drive (150 feet), E/W 3 (150 feet), N/S A (150 feet), N/S AB (100 feet), and N/S B (30 feet).~~

Subject to the requirements of the Annexation Agreement, Wilson Groves has previously deeded to the City the following road rights-of-way located within the Wilson Grove Development of Regional Impact ("Wilson Grove DRI") project area:

- Becker Road (a/k/a E/W 5) from N/S B to Rangeline Road 150' wide right-of-way
- Paar Drive (a/k/a E/W 4) from N/S B to Rangeline Road 150' wide right-of-way
- E/W 3 from N/S B to Rangeline Road 75' wide right-of-way
- N/S A from Becker Road to E/W 3 150' wide right-of-way
- N/S B from Becker Road to E/W 3 75' wide right-of-way

As part of this development order, N/S AB ~~will~~ has been be eliminated, and N/S B will be widened to a 150-foot corridor from Becker Road to Paar Drive. ~~The adjacent DRI, Riverland Kennedy, has dedicated 30 feet of the N/S B road right-of-way to the City. In order to provide the total corridor width, Wilson Groves~~ has ~~shall~~ dedicated an

RESOLUTION 21R-00

~~additional 90 feet~~ 45' of right-of-way along the western limits of N/S B for a total of 75' as required. Riverland Kennedy has the obligation to provide the other 75' of right-of-way for N/S B. No building permits for Wilson Groves Development of Regional Impact shall be issued until the dedication of the 90 foot road right-of-way along the existing right-of-way for N/S B and all intersections thereof, has been dedicated free and clear of all liens and material encumbrances to the City of Port St. Lucie with a reservation unto the developer or community development district, for purpose of constructing and thereafter maintaining roads and other improvements, until acceptance by the City of Port St. Lucie, subject to the requirements of the Annexation Agreement. After Wilson Groves dedicates the needed right-of-way for the widening of N/S B Within 90 days of the conveyance of the additional 45' right-of-way for N/S B, the City will return the previously dedicated 100-foot right-of-way for N/S AB to Wilson Groves, by quit claim deed, the title to the 100' right-of-way that was previously dedicated to the City for N/S AB. No building permits or residential units within the Wilson Groves DRI shall be issued until the Wilson Grove has conveyed to the City, by special warranty deed, the additional 45' right-of-way for N/S B and all intersections thereof, free and clear of all liens, material encumbrances. The 45' dedicated for N/S B shall include a reservation unto Wilson Grove, its successors and/or assigns, for purposes of constructing and thereafter maintaining road and other improvements therein until acceptance by the City. After Wilson Groves dedicates the needed right-of-way for the widening of N/S B, the city will return the previously dedicated 100-foot right-of-way for N/S AB to Wilson Groves.

~~Should the adjacent DRI to the east, Riverland/Kennedy, submit a request to revise their DRI to the City prior to the construction of N/S B between Becker Road and Paar Drive, the city will negotiate to obtain 45 feet of right-of-way for N/S B from Riverland/Kennedy, and if successful, the City will return 45 feet of the right-of-way for N/S B to Wilson Groves.~~

The City shall return the previously dedicated 150' wide right of way for Paar Road from N/S B to Range Line Road to Wilson Grove. Wilson Grove will build a 100' wide paseo that will provide connectivity to Parcels A, B, E and F.

14. In addition to the aforementioned roadway network, the Developer shall further enhance the transportation network by providing a system which shall include but not be limited to public collector roads. The road identified herein shall not include internal networks for gated communities.

Monitoring

15. A) At any time, the Developer may undertake monitoring to ascertain the level of service on facilities where Wilson Groves Development of Regional Impact has significant impact (project is estimated to contribute an amount of traffic equal to or greater than 5% of the maximum service volume under the adopted level of service standard) in order to determine whether the date or trip threshold by which a transportation improvement required by this Development Order may be extended. If the monitoring demonstrates that the facility or facilities will operate at the adopted

RESOLUTION 21R-00

level of service standard without the improvement at the date or trip threshold by which this Development Order would otherwise require such improvement, then notwithstanding any other provision of this Development Order the date by which such improvement is required shall be extended on terms approved pursuant to the procedure in Condition 16. The methodology of the monitoring shall be agreed upon by the City of Port St. Lucie, Florida Department of Transportation and the Treasure Coast Regional Planning Council. In the event that a methodology cannot be agreed upon among all parties, the City of Port St. Lucie shall be the final arbiter. No new mitigation measures and/or modifications to the roadway network shall be required on account of such monitoring.

B) The City of Port St. Lucie may require the Developer to undertake monitoring to ascertain the level of service on transportation facilities within the DRI as specified in Table 1 and/or Table 2 in order to determine whether the date or trip threshold by which a transportation improvement required by this Development Order should be accelerated. If the monitoring demonstrates that a facility or facilities will operate below the adopted level of service standard prior to the date or trip threshold by which this Development Order would otherwise require such improvement, then the date by which such improvement it required shall be accelerated on terms approved pursuant to the procedure in Condition 16. If the monitoring demonstrates that a facility or facilities will operate below the adopted level of service standard prior to the date or trip threshold by which this Development Order would otherwise require such improvement, then the date or trip threshold for such improvement shall be accelerated based on the result of such monitoring, provided that the accelerated schedule for the improvement shall allow 24 months for engineering, permitting and construction of the improvement. This methodology of the monitoring shall be agreed upon by the City of Port St. Lucie Department of Transportation and the Treasure Coast Regional Planning Council. In the event that a methodology cannot be agreed upon among all parties, the City of Port St. Lucie shall be the final arbiter. No new mitigation measures and/or modifications to the road network identified in Tables 1 and 2 shall be required on account of such monitoring.

16. In accordance with Section 380.06(15)(e)5, Florida Statutes, changes to roadway improvement conditions which are subject to the monitoring program outlined in Condition 15 shall not be subject to the substantial deviation determination/notice of proposed change process, as provided for under Section 380.06(7), Florida Statutes. ~~unless otherwise required by the criteria listed in Section 380.06(b), Florida Statutes. Changes to roadway improvements conditions shall be transmitted for approval to the Florida Department of Transportation, Florida Department of Community Affairs, and Treasure Coast Regional Planning Council. The agencies should complete the review within 90 days after submittal by the Developer.~~
17. A trip generation analysis shall be prepared by the applicant and approved by the City of Port St. Lucie prior to each site plan or residential subdivision plat approval. The

RESOLUTION 21R-00

trip generation analysis shall present calculations for the p.m. peak hour and shall be performed using trip generation rates included in the latest available Institute of Transportation Engineers Trip Generation Report, including but not limited to ITE code 251 and 252, age restricted use, as well as land uses included in the application for development approval. The trip generation analysis shall include internal capture and passer-by, if appropriate, to determine net trips generated by the development. The trip generation shall be cumulative and include all previous site plan and residential subdivision plat approvals. Development order conditions shall be evaluated using the trip generation analysis to determine triggering of any transportation conditions.

Access Road Improvements

18. No building permits shall be issued for development that generates more than the total net external p.m. peak hour trip threshold or residential units identified in Table 1, whichever come last, until: 1) contracts have been let for the roadway widening or construction projects identified in Table 1 under “Required Improvement”; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; or 3) the improvement is scheduled in the first three years of the applicable jurisdiction’s Capital Improvements Program of FDOT’s adopted work program.

Table 1

Access Road Improvements

Road	From	To	Trip Threshold*	Residential Units	Required Improvements
Phase 1					
Becker Rd	Village Pkwy	N/S B	0	0	2L
Secondary Emergency Access Road between Becker Rd at N/S B and Range Line Rd			0	0	Emergency Access Road
<u>Provided at all times through the development</u>					
Becker Rd	N/S B	Range Line Rd	2,573	2,200 <u>Note 1</u>	2L
Phase 2					
Becker Rd	N/S B	Range Line Rd	4,148	3,955	Widen to 4L D

*Wilson Groves Cumulative Total Net External DRI p.m. Peak Hour Trips

Note 1: The first 2 lanes of Becker Road from N/S B to Range Line Road is to be completed under the conditions outlined in a separate Becker Road Construction Agreement between the City and Wilson Grove.

Internal Road Improvements

19. No building permits shall be issued for development that generates more than the total net external p.m. peak hour trip threshold or residential units identified in Table 2, whichever comes last, until: 1) contracts have been ~~left~~ **let** for the roadway widening or construction projects identified in Table 2 under “Required improvement”; 2) a local

RESOLUTION 21R-00

government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the applicable jurisdiction's Capital Improvements Program of FDOT's adopted work program.

Table 2
Internal Road Improvements

Road	From	To	Trip Threshold*	Residential Units	Required Improvements
Phase 1					
N/S A	Becker Rd	E/W 3	2,573	2,200	2L
E/W 3	Range Line Rd	N/S A	2,573	2,200	2L
E/W 3	N/S A	N/S B	2,573	2,200	2L
<u>Becker Rd</u>	<u>N/S B</u>	<u>N/S A</u>		<u>Note 1</u>	<u>2L</u>
<u>Becker Rd</u>	<u>N/S A</u>	<u>Range Line Rd</u>		<u>Note 2</u>	<u>2L</u>
<u>Paar Paseo</u>	<u>N/S A</u>	<u>N/S B</u>		<u>Note 3</u>	<u>Note 3</u>
<u>N/S A</u>	<u>Becker Rd</u>	<u>Paar Rd</u>		<u>3,900</u>	<u>2L</u>
<u>N/S A</u>	<u>Paar Paseo</u>	<u>E/W 3</u>		<u>5,100</u>	<u>2L</u>
<u>E/W 3</u>	<u>N/S A</u>	<u>N/S B</u>		<u>6,300</u>	<u>2L</u>
<u>E/W 3</u>	<u>Range Line Rd</u>	<u>N/S A</u>		<u>6,800</u>	<u>2L</u>
<u>N/S B</u>	<u>Becker Rd</u>	<u>E/W 3</u>		<u>7,350</u>	<u>2L</u>
Phase 2					
Paar Dr	N/S A	N/S B	4,152	3,960	2L
N/S B	Becker Rd	E/W 3	4,397	4,233	2L
<u>Becker Road</u>	<u>N/S B</u>	<u>Range Line Rd</u>	<u>4,148</u>		<u>Widen to 4L D</u>
<u>N/S A</u>	<u>Becker Rd</u>	<u>E/W 3</u>	<u>6,708</u>		<u>Widen to 4L D</u>
Phase 3					
N/S A	Becker Rd	E/W 3	6,708	6,564	Widen to 4L D
Paar Dr	N/S A	N/S B	7,148	6,821	Widen to 4L D
Paar Dr	Range Line Rd	N/S A	7,449	6,997	2L

*Wilson Groves Cumulative Total Net External DRI p.m. Peak Hour Trips

Note 1: The first 2 lanes of Becker Road from N/S B to N/S A is to be completed under the conditions outlined in a separate Becker Road Construction Agreement between the City and Wilson Grove.

Note 2: The first 2 lanes of Becker Road from N/S A to Range Line Road is to be completed under the conditions outlined in a separate Becker Road Construction Agreement between the City and Wilson Grove.

Note 3: The City shall return the previously dedicated 150' wide right of way for Paar Road from N/S B to Range Line Road to Wilson Grove. Wilson Grove will build a 100' wide paseo that will provide connectivity to Parcels A, B, E and F. The paseo will consist of a 16' wide multi-modal path and 8' wide path that will accommodate golf carts, bicycles, and pedestrians. The Paar Paseo may or may not connect to Rangeline Rd. or N/S B.

RESOLUTION 21R-00

External Road Improvements – West of I-95

20. ~~Based on the results of the Wester Annexation Traffic Study, No building permits shall be issued for development that generates more than the total net external p.m. peak hour trips indicated in Table 3 or after December 31 of the indicated year in Table 3, whichever comes last, until: 1) contracts have been let to build the following roadways with the lane geometry presented below; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the City’s adopted Capital Improvements Program or FDOT’s adopted work program. For improvements constructed by the Developer, surety or other acceptable evidence shall be provided to the satisfaction of the City of Port St. Lucie that sufficient funds will be available to complete the following roadways as shown in Table 3.~~

Table 3
External Roadway Improvements – West of I-95

Year	*Trip Threshold	Road	From	To	Required Improvement	Status
2010 <u>2019</u>	7,449	Tradition Pkwy	Village Pkwy	I-95	6L D	Satisfied
2010 <u>2019</u>	8,650	Village Pkwy	Tradition Pkwy	Crosstown Pkwy	4L D	Satisfied
2010 <u>2019</u>	8,650	Tradition Pkwy	Community Blvd	Village Pkwy	4L D	Satisfied
2010 <u>2019</u>	8,650	Community Blvd	Tradition Pkwy	Westcliffe Ln	2L	Satisfied
2010 <u>2019</u>	8,650	Westcliffe Ln	N/S A	Village Pkwy	2L	
2014 <u>2023</u>	8,650	Crosstown Pkwy	N/S A	Village Pkwy	4L D	
2014 <u>2023</u>	8,650	Crosstown Pkwy	Village Pkwy	Commerce Center Dr	Widen to 6L D	
2014 <u>2023</u>	8,650	Tradition Pkwy	N/S A	Village Pkwy	4L D	
2014 <u>2023</u>	8,650	N/S A	Crosstown Pkwy	Glades Cut-Off Rd	2L	
2018 <u>2027</u>	8,650	Crosstown Pkwy	Range Line Rd	N/S A	2L D	
2020 <u>2027</u>	7,810	Village Pkwy	Tradition Pkwy	SW Meeting St	6L D	Satisfied
2020 <u>2029</u>	8,650	Village Pkwy	SW Meeting St	Westcliffe Ln	Widen to 6L D	

*Wilson Groves Cumulative Total Net External DRI p.m. Peak Hour Trips

LD = Divided

RESOLUTION 21R-00

External Road Improvements – East of I-95

21. ~~Based on the results from the Western Annexation Traffic Study,~~ no building permits shall be issued for development that generates more than the total net external p.m. peak hour trip threshold identified in Table 4 or after December 31 of the year of failure identified in Table 4, whichever comes last, until: 1) contracts have been let for the roadway widening or construction projects identified in Table 4 under “Required Improvements”; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the City’s adopted Capital Improvements Program or FDOT’s adopted work program. ~~For improvements constructed by the Developer, surety or other acceptable evidence shall be provided to the satisfaction of the City of Port St. Lucie that sufficient funds will be available to complete the roadway widening or construction projects included in Table 4.~~ The City of Port St. Lucie will use its best efforts to undertake the road improvements in Table 4 by the dates and trip thresholds indicated.

Table 4
External Roadway Improvements – East of I-95

Year	*Trip Threshold	Road	From	To	Required Improvement	Status
2015	1,271	Becker Rd	I-95	Rosser Blvd	6L D	Satisfied
2016 2025	8,650	Paar Dr	Rosser Blvd	Savona Blvd	Widen to 4L D	
2016 2025	8,650	Paar Dr	Savona Blvd	Port St. Lucie Blvd	Widen to 4L D	
2010 2019	1,878	Becker Rd	Florida’s Turnpike	Southbend Blvd	4L D	Satisfied
2013 2022	8,650	Rosser Blvd	E/W 3	Gatlin Blvd	Widen to 4L D	
2021 2030	8,650	Port St. Lucie Blvd	Paar Dr	Darwin Blvd	Widen to 4L D	
2011 2020	8,650	Port St. Lucie Blvd	Becker Rd	St. Lucie County Line	Widen to 4L D	
2018 2027	8,650	Rosser Blvd	Paar Dr	E/W 3	Widen to 4L D	
2022 2031	8,650	Port St. Lucie Blvd	Darwin Blvd	Gatlin Blvd	Widen to 6L D	
2014 2026	8,650	E/W 3	I-95	Rosser Rd	2L	
2014 2026	8,650	Paar Dr	I-95	Rosser Rd	4L D	
2018 2019	8,650	E/W 3	I-95	Rosser Rd***	Widen to 4L D	

RESOLUTION 21R-00

2018 <u>2023</u>	8,650	Paar Dr	I-95	Rosser Rd***	Widen to 6L D	
2022 <u>2029</u>	8,650	E/W 3	I-95	Rosser Rd***	Widen to 6L D	
2020 <u>2029</u>	NA	Crosstown Pkwy	I-95	Bayshore Blvd	6L D	Satisfied
2020 <u>2029</u>	8,650	Crosstown Pkwy	Bayshore Blvd	U.S. 1**	6L D	
2010 <u>2019</u>	NA	Becker Rd	I-95	Florida's Turnpike	4L D	Satisfied

*Wilson Groves Cumulative Total Net External DRI p.m. Peak Hour Trips

**Based on permeability.

***These segments include a bridge over I-95, provided, however, that the bridge over I-95 shall be subject to monitoring every three years, commencing for development that generates more than 8,650 total net external p.m. peak hour trips or in 2019, whichever comes later, to evaluate the need for the improvements.

22. A traffic re-analysis shall be undertaken by the Developer and submitted to the City, ~~DCA, TCRPC~~ and FDOT for any development that generates more than 8,650 total net external p.m. peak hour trips or by December 31, ~~2020~~ 2029, whichever comes last, if the six laning of the Crosstown Parkway – Bayshore Boulevard to U.S. 1 segment is: 1) not under contract; 2) not included in a local government development agreement consistent with sections 163.3220 through 163.3243, F.S.; 3) required by the monitoring program included in Condition 15, if applicable; or 4) not scheduled in the first three years of the City's adopted Capital Improvements Program or FDOT's adopted work program. The traffic re-analysis shall be prepared in a manner consistent with the methodology utilized in the WATS, or at the election of the Developer, utilizing an alternative methodology acceptable to the City, ~~DCA~~ State land planning agency, and FDOT. If the traffic re-analysis shows that the incomplete segment will result in additional or increased significant impacts to state or regionally significant roads external to the WATS area as identified in the WATS, no building permits shall be issued for any development that generates more than 8,650 total net external p.m. peak hour trips or after December 31, ~~2020~~ 2029, whichever comes last, until the Development Order has been amended to include mitigation to address such additional or increased significant impacts consistent with ~~Rule 9J-2.045 F.A.C.~~ the applicable governing rules, regulations, and laws.

Road Improvements Outside the City of Port St. Lucie

23. ~~Based on the results of the Western Annexation Traffic Study,~~ No building permits shall be issued for the development that generates more than the total net external p.m. peak hour trip threshold identified in Table 5 or after December 31 of the year of failure identified in Table 5, whichever comes last, until: 1) contracts have been let for the roadway widening or construction projects identified in Table ~~3~~5 under "Required

RESOLUTION 21R-00

Improvements”; 2)a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the applicable jurisdiction’s Capital Improvements Program or FDOT’s adopted work program.

**Table 5
Roadway Improvements Outside the City of Port St. Lucie**

Year	*Trip Threshold	Road	From	To	Required Improvement	Status
2022	1,254	SW Allapattah Rd	CR 714	Martin County Line	4L D	
2022	1,254	Range Line Rd	Martin County Line	Becker Rd	Widen to 4L D***	
2011	2,403	SW Citrus Blvd	St. Lucie County Line	SR 714	Widen to 4L D**	
2013	4,133	SR 714/Martin Hwy	Port St. Lucie Blvd	Florida’s Turnpike	Widen to 4L D	
2010	4,165	CR 714/Martin Hwy	Florida’s Turnpike	High Meadow’s Ave	Widen to 4L D	<u>Satisfied</u>
2011	5,652	CR 714/Martin Hwy	High Meadows Ave	Berry Ave	Widen to 4L D	<u>Satisfied</u>

*Wilson Groves Cumulative Total Net External DRI p.m. Peak Hour Trips

**Provided sufficient right-of-way exists for the improvement.

***This condition may be satisfied by a payment to St. Lucie County based on the *Settlement Agreement Including Impact Fee Credit Agreement* between the Developer and St. Lucie County.

24AA traffic re-analysis shall be undertaken by the Developer and submitted to the City, DCA, TCRPC, State land planning agency, and FDOT by the date that development within the Wilson Grove DRI for any development that generates more than 8,650 total net external p.m. peak hour trips or by December 31, 2020, whichever comes last, if the six laning of the Crosstown Parkway – Bayshore Boulevard to U.S. 1 segment is: 1) not under contract; 2) not included in a local government development agreement consistent with sections 163.3220 through 163.3243, F.S.; 3) required by the monitoring program included in Condition 15, if applicable; or 4) not scheduled in the first three years of the City’s adopted Capital Improvements Program or FDOT’s adopted work program. The traffic re-analysis shall be prepared in a manner consistent with the methodology utilized in the WATS, or at the election of the Developer, utilizing an alternative methodology acceptable to the City, DCA State Planning Agency, and FDOT. If the traffic re-analysis shows that the incomplete segment will result in additional or increased significant impacts to state or regionally significant roads external to the WATS area as identified in the WATS, no building

RESOLUTION 21R-00

permits shall be issued for any development that generates more than 8,650 total net external p.m. peak hour trips or after December 31, 2020, whichever comes last, until the Development Order has been amended to include mitigation to address such additional or increased significant impacts consistent with Rule 9J-2.045, F.A.C. the applicable, governing rules, regulations, and laws.

This Condition 24 has been satisfied with the construction of Crosstown Parkway via the CIP.

E/W 3 and I-95 Interchange

25. A traffic study shall be prepared for development that generates more than 8,650 total net external p.m. peak hour trips or by January 1, 2019~~2028~~, whichever comes last, to evaluate the need for an interchange along I-95 with E/W 3. The methodology for this traffic study shall be discussed with the Developer and agreed upon by the City of Port St. Lucie and Florida Department of Transportation. The traffic study shall estimate traffic projections at buildout of all DRI developments that participated in the WATS.

26. If the study required by condition 25 justifies an interchange along I-95 with E/W 3, then no building permits shall be issued for development that generates more than 8,650 total net external p.m. peak hour trips or after December 31, 2020~~2029~~, whichever comes last, until the development order has been amended to include provisions for such an interchange and such interchange has been authorized by the Federal Highway Administration and/or FDOT, as applicable. Such amendment to the Development Order shall not be subject to a substantial deviation determination, unless otherwise required by criteria in in accordance with Section 380.06(19)(b), F.S.

Other Issues

~~27. Intersection lane geometry for all arterial roads between I-95 and Range Line Road included in Master Development Plan (Map H) attached to this Development Order as Exhibit "D" shall, for all 6 lane by 6 lane, 4 lane by 6 lane, and 4 lane by 4 lane intersections within rights-of-way greater than 100, include dual left turn lanes and an exclusive right turn lane in all approaches. For all other arterial road intersection types, the Developer shall submit to the City, for approval, an intersection analysis to designate the lane geometry for each intersection.~~ Prior to construction of an intersection of two arterial roads, two collector roads or an arterial and collector road, the Developer shall submit to the City for approval, an intersection analysis to designate the lane geometry for each intersection as it is to be constructed and at buildout.

28. All other roads expressly addressed in the transportation conditions of this Development Order shall be open to the public. Additionally, golf carts and alternative modes of transportation shall be permitted along pathways within the following rights-of-way: Becker Road, N/S A, N/S B, and E/W 3. These rights-of-way contained within

RESOLUTION 21R-00

the Wilson Grove DRI will accommodate multimodal and alternative modes of transportation.

29. The Developer agrees to build a 16-foot-wide hardened multimodal and 8-foot-wide path within Wilson Groves prior to or simultaneous with the development of Parcel E and F. Paar Road is intended to be designated as a 100-foot-wide paseo that will accommodate golf cars, bicycles, and pedestrians.

30. Commencing in 2008 and continuing every other year thereafter, the Developer shall submit a Biennial Status Report indicating the status (schedule0 of guaranteed transportation network modifications. The Biennial Status Report shall be attached to and incorporated into the Biennial Development of Regional Impact Report required by Condition 6.

The Biennial Status Report shall list all roadway modifications needed to be constructed, the guaranteed date of completion for the construction of each needed modification, and the form of binding commitment that guaranteed construction of each modification. Except for improvements which are re-scheduled or determined to be not needed pursuant to monitoring under Condition 15, no further building permits for the Wilson Groves Development of Regional Impact shall be issued at the time the Biennial Status Report reveals that any needed transportation modification included in the Development Order is no longer scheduled or guaranteed, or has been delayed in schedule such that it is not guaranteed to be in place and operational or under actual construction for the entire modification consistent with the timing or trip threshold criteria established in this Development Order.

31. In the event that a transportation improvement which the Developer is required to provide pursuant to this Development Order is instead provided by a dependent or independent special district, the improvement shall be deemed to have been provided by the Developer.

32. The Developer is responsible for the mitigation of all environmental impacts of all rights-of-way within the Wilson Groves project.

ENVIRONMENTAL AND NATURAL RESOURCES

Wetlands

33. The Developer shall comply with all wetland mitigation requirements of the U.S. Army Corps of Engineers and South Florida Water Management District. Any wetland permit issued by the South Florida Water Management District and the U.S. Army Corps of Engineers for all or any portions of the Wilson Groves DRI Property shall satisfy all City rules, regulations, codes, permitting and other requirements pertaining to wetlands and littoral plantings for the portion or portions of the Wilson Groves DRI Property subject to any such permits.



Appendix B

Data Forecast and Trip Generation

City of Port St. Lucie DRI Study
Table B-1 Southern Grove DRI 2026 Land Development and Trip Generation (4 pages)

TAZ	Name	Use	Unit	Existing	2026	2026 Total	2026 Total			
							Daily	In	PM Out	
<u>Southern Grove DRI</u>										
436	Homewood Suites	Hotel	Rooms	111		111	461	19	19	
	Courtyard by Marriott	Hotel	Rooms	84		84	487	17	17	
	Discovery Plaza & Hotel	Hotel	Rooms		82	82	465	17	16	
	Discovery Plaza & Hotel	Retail	SF		10,000	10,000	545	39	39	
	Cleveland Clinic	Hospital	Beds	180		180	5311	100	204	
				SF	307,450		307,450			
	Martin Health Physicans Grp	MOB	SF	64,000		64,000	2150	47	141	
	Traditions Health Park 1	MOB	SF	45,000		45,000	1474	32	98	
	Vitas Health Care	MOB	SF	34,300		34,300	1093	24	73	
	Water's Edge Dermatology	MOB	SF	32,360		32,360	1025	22	69	
	Proposed Development	MOB	SF							
	Premier Medical Plaza	MOB	SF	10,114		10,114	232	5	18	
	Cleveland Clinic Res & Inov Ctr	Research Office	SF	92,100		92,100	1141	16	86	
	FIU Ctr for Translational Science	Research Office	SF	85,900		85,900	1081	15	82	
	Proposed Development	Research Office	SF							
	Pop Stroke Pizzeria/Bar/MiniGolf	Sit Dwn Rest+Mini Golf	SF		4,605	4,605	447	37	30	
	Recovery Sports Grill	Sit Down Rest	SF	6,500		6,500	631	55	46	
	Comm Bldg - Poke-Poke Sushi	Fast Food	SF	1,300		1,300	586	25	26	
	Comm Bldg - Cool Beanz Ice Crm	Fast Food	SF	1,300		1,300	586	25	26	
	Comm Bldg - Jersey Mike's	Fast Food	SF	1,300		1,300	586	25	26	
Comm Bldg - New Life Pharmacy	Pharmacy	SF	2,100		2,100	190	9	9		
Comm Bldg - Blinds Showcase	Retail Sales	SF	1,200		1,200	18	2	3		
Comm Bldg - Dr's Office	Medical Office	SF	1,900		1,900	68	1	5		
Comm Bldg - Nail Spa	Beauty Shop	SF	1,200		1,200	18	2	3		

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study

Table B-1 Southern Grove DRI 2026 Land Development and Trip Generation (continued)

430	Springs at Tradition	Apartments	DU	304		304	2024	95	56
	Grand Palms I & II	Apartments	DU	300		300	1998	94	56
	Proposed Development	Apartments	DU						
	Watermark Residential	Rental Villas	DU		214	214	1447	71	42
	Baron Shoppes	Chipolte Rest w/DT	SF		3,390	3,390	1589	58	54
	Baron Shoppes	Retail/Rest TBD	SF		9,343	9,343	622	37	37
	Baron Shoppes	Car Wash	SF		900	900	52	6	7
	Culvers	Sit Down Rest	SF	4,000		4,000	389	31	25
	Burger King	Fast Food w/DT	SF	2,985		2,985	1351	47	47
	Starbucks	Fast Food w/DT	SF	2,500		2,500	1334	48	49
	Panda Express	Fast Food w/DT	SF	2,700		2,700	1262	46	43
	PDQ-PSL	Fast Food w/DT	SF	2,850		2,850	1332	49	45
	Blasé Plaza - Dunkin Donuts	Fast Food	SF	1,700		1,700	312	80	78
	Blasé Plaza - Blaze Pizza	Sit Down Rest	SF	2,400		2,400	257	13	9
	Wawa - Gas w/Convenience Store	Gas/Conv Store	SF	6,280		6,280	4841	188	189
	Verizon Sales Ctr	Retail Sales	SF	2,500		2,500	163	10	10
	Proposed Development	Commercial/Retail	SF						
	Vitas Healthcare	Hospice Facility (16 Rms)	SF		20,816	20,816	65	2	3
	Tradition Pkwy Dental	Medical Office	SF	4,000		4,000	136	2	10
	431	Resia - AHS Residential	Rental Apartments	DU	96	138	234	1575	76
Proposed Development		Rental Apartments	DU						
Woodsprings Hotel		Hotel	Rooms		122	122	899	31	31
Keiser University		College	SF	75,146		75,146	1080	50	50
Tamco Electric Supply - CES		Warehouse	SF	401,460		401,460	673	24	54
Accel		Manufacturing Facility	SF		150,000	150,000	767	35	78
Oculus Surgical		Manufacturing Facility	SF		55,000	55,000	409	9	21
Oculus Surgical		Research & Development	SF						
Dragonfly Industrial Park		Light Industrial	SF						
Proposed Development		Office	SF						
Proposed Development		Light Industrial	SF						
Proposed Development		Shopping Ctr	SF						

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-1 Southern Grove DRI 2026 Land Development and Trip Generation (continued)

419	Mattamy Homes S Groves Plat 1	SF Development	SF	120	60	180	1733	109	64
415	Proposed Development	Light Industrial	SF	2,000,000		2,000,000	4458	150	530
	Proposed Development	Shopping Ctr	SF						
432	Fedex Service Center	Distribution Ctr	SF	245,200		245,200	2457	102	50
	Amazon Delivery Station	Distribution Ctr	SF		220,000	220,000	2204	91	45
	Chenney Brothers	Food Warehouse Dist Ctr	SF		270,000	270,000	465	16	43
	Proposed Development	Warehouse	SF						
	Proposed Development	Shopping Center	SF						
417-E	America Walks	Apartments	DU		115	115	357	16	13
	America Walks	Villas	DU		150	150	1037	54	31
	Proposed Development	Rental Apartments	DU						
	Proposed Development	Hotel	Rooms						
	Proposed Development	Hotel	Rooms						
	Proposed Development	Shopping Ctr	SF						
435	Mattamy Homes Telaro S Grove	SF +55	DU		186	186	1004	44	28
	Proposed Development	SF Development	DU						
	Proposed Development	SF +55	DU						
	Shoppes at the Heart	Shopping Ctr w/Grocery	SF		71,000	71,000	6877	318	345
434	Pulte Homes	SF Development	DU	179	226	405	3654	233	137
	Proposed Development	SF Development	DU						

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-1 Southern Grove DRI 2026 Land Development and Trip Generation (continued)

420	Dell Webb Homes	SF +55	DU	170	385	555	2543	103	66
	Proposed Development	MF Development	DU						
	Proposed Development	SF +55	DU						
	Farrell Self Storage & Com/Retail	Self Storage Facility	SF						
	Farrell Self Storage & Com/Retail	Com/Retail Bldg	SF						
433	Capstone Community	1-3 BR Villas	DU		143	143	992	52	30
	Kenley	SF Development	DU		219	219	2075	131	77
	Proposed Development	SF +55	DU						
	Proposed Development	Rental Apartments	DU						
Southern Grove DRI							73,028	3,055	3,534
	Single Family		DU's	299	505	804			
	Single Family Age Restricted		DU's	170	571	741			
	Multi-Family (includes Villas)		DU's	700	760	1,460			
	Hotel		Rooms	195	204	399			
	Industrial		SF	646,660	2,695,000	3,341,660			
	Commercial Retail (includes Restaurants)		SF	42,815	99,238	142,053			
	Office (includes MOB and Dental)		SF	191,674		191,674			
	Research/Development		SF	178,000		178,000			
	Hospital		Beds	180		180			
	Civic/Institutional		SF	75,146	20,816	95,962			
	Park		Acres						
	K-8 School		Students						
	Independent Living Facility		Beds						
	Assisted Living		Beds						

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-2 GL Homes DRI 2026 Land Development and Trip Generation (2 pages)

TAZ	Name	Use	Unit	Existing	2026	2026 Total	2026 Total Daily	PM In	PM Out
<u>GL Homes /Riverland/Kennedy DRI</u>									
414	GL Homes	SF +55	DU	1,100		1,100	4549	176	112
	Riverland Community Assn	Arts & Culture Ctr	SF	9,471		9,471			
	Riverland Community Assn	Private Park	AC	15		15			
413	GL Homes	SF +55	DU		650	650	2909	116	75
		MF Development	DU						
	Riverland Paseo Park	Park	AC		13	13			
	Proposed Development	Shopping Ctr	SF						
	Proposed Development	Office	SF						
	Proposed Development	Private Institutional/Civic	SF						
429	GL Homes	SF +55	DU	400	850	1,250	5071	194	124
	Proposed Development	Shopping Ctr	SF						
	Proposed Development	Office							
	Proposed Development	Private Institutional/Civic SF							
427	Proposed Development	SF Development	DU						
	GL Homes	SF +55	DU						
	Proposed Development	Shopping Ctr	SF						
	Proposed Development	Office							
426	Proposed Development	SF Development	DU				1357	67	40
	Proposed Development	MF Development	DU		200	200			
	Proposed Development	Shopping Ctr	SF						
	Proposed Development	Office							
	Proposed Development	Private Institutional/Civic SF							

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-2 GL Homes DRI 2026 Land Development and Trip Generation (continued)

417-C	Proposed Development	Shopping Ctr	SF			
	Proposed Development	Office	SF			
	Proposed Development	Light Industrial	SF			
428	Proposed Development	SF +55	DU			
424	No Development Noted					
425	Proposed Development	MF Development	DU			
<u>GL Homes/Riverland/Kennedy DRI</u>						
	Single Family		DU's			
	Single Family Age Restricted		DU's	1,500	1,500	3,000
	Multi-Family (includes Villas)		DU's		200	200
	Hotel		Rooms			
	Industrial		SF			
	Commercial Retail (includes Restaurants)		SF			
	Office (includes MOB and Dental)		SF			
	Research/Development		SF			
	Hospital		Beds			
	Civic/Institutional		SF	9,471	0	9,471
	Park		Acres	15		15
	K-8 School		Students			
	Independent Living Facility		Beds			
	Assisted Living		Beds			
						13,886
						553
						351

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-3 Akel Homes/Wilson Groves DRI 2026 Land Development and Trip Generation

TAZ	Name	Use	Unit	Existing	2026	2026 Total	2026 Total Daily	PM In	PM Out
<u>Akel Homes/Wilson Groves DRI</u>									
417-W	Proposed Development	Office	SF						
	Proposed Development	Light Industrial	SF						
	Proposed Development	Regional Park	AC						
421	Proposed Development	SF +55	DU		150	150	836	37	24
	Proposed Development	Shopping Ctr	SF						
422	Proposed Development	SF Development	DU						
	Proposed Development	MF Development	DU						
416	No Development Noted								
423	No Development Noted								
418	No Development Noted								
<u>Akel Homes/Wilson Groves DRI</u>									
	Single Family		DU's				836	37	24
	Single Family Age Restricted		DU's		150	150			
	Multi-Family (includes Villas)		DU's						
	Industrial		SF						
	Commercial Retail (includes Restaurants)		SF						
	Office (includes MOB and Dental)		SF						
	Research/Development		SF						
	Civic/Institutional		SF						
	Park		Acres						

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-4 Southern Grove DRI 2031 Land Development and Trip Generation (4 pages)

TAZ	Name	Use	Unit	Existing	2026	2031	2031 Total	2031 Total		
								Daily	In	PM Out
<u>Southern Grove DRI</u>										
436	Homewood Suites	Hotel	Rooms	111			111	461	19	19
	Courtyard by Marriott	Hotel	Rooms	84			84	487	17	17
	Discovery Plaza & Hotel	Hotel	Rooms		82		82	465	17	16
	Discovery Plaza & Hotel	Retail	SF		10,000	10,000	20,000	1074	63	64
	Cleveland Clinic	Hospital	Beds	180		120	300	6787	167	340
			SF	307,450		200,000	507,450			
	Martin Health Physicans Grp	MOB	SF	64,000			64,000	2150	47	141
	Traditions Health Park 1	MOB	SF	45,000			45,000	1474	32	98
	Vitas Health Care	MOB	SF	34,300			34,300	1093	24	73
	Water's Edge Dermatology	MOB	SF	32,360			32,360	1025	22	69
	Proposed Development	MOB	SF			100,000	100,000	3431	74	224
	Premier Medical Plaza	MOB	SF	10,114			10,114	232	5	18
	Cleveland Clinic Res & Inov Ctr	Research Office	SF	92,100			92,100	1141	16	86
	FIU Ctr for Translational Science	Research Office	SF	85,900			85,900	1081	15	82
	Proposed Development	Research Office	SF			100,000	100,000	1218	17	92
	Pop Stroke Pizzeria/Bar/MiniGolf	Sit Dwn Rest+Mini Golf	SF		4,605		4,605	447	37	30
	Recovery Sports Grill	Sit Down Rest	SF	6,500			6,500	631	55	46
	Comm Bldg - Poke-Poke Sushi	Fast Food	SF	1,300			1,300	586	25	26
	Comm Bldg - Cool Beanz Ice Crm	Fast Food	SF	1,300			1,300	586	25	26
	Comm Bldg - Jersey Mike's	Fast Food	SF	1,300			1,300	586	25	26
	Comm Bldg - New Life Pharmacy	Pharmacy	SF	2,100			2,100	190	9	9
	Comm Bldg - Blinds Showcase	Retail Sales	SF	1,200			1,200	18	2	3
	Comm Bldg - Dr's Office	Medical Office	SF	1,900			1,900	68	1	5
Comm Bldg - Nail Spa	Beauty Shop	SF	1,200			1,200	18	2	3	

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-4 Southern Grove DRI 2031 Land Development and Trip Generation (continued)

430	Springs at Tradition	Apartments	DU	304			304	2024	95	56
	Grand Palms I & II	Apartments	DU	300		300	600	3921	175	104
	Proposed Development	Apartments	DU			248	248	1665	80	47
	Watermark Residential	Rental Villas	DU		214		214	1447	71	42
	Baron Shoppes	Chipolte Rest w/DT	SF		3,390		3,390	1589	58	54
	Baron Shoppes	Retail/Rest TBD	SF		9,343		9,343	622	37	37
	Baron Shoppes	Car Wash	SF		900		900	52	6	7
	Culvers	Sit Down Rest	SF	4,000			4,000	389	31	25
	Burger King	Fast Food w/DT	SF	2,985			2,985	1351	47	47
	Starbucks	Fast Food w/DT	SF	2,500			2,500	1334	48	49
	Panda Express	Fast Food w/DT	SF	2,700			2,700	1262	46	43
	PDQ-PSL	Fast Food w/DT	SF	2,850			2,850	1332	49	45
	Blasé Plaza - Dunkin Donuts	Fast Food	SF	1,700			1,700	312	80	78
	Blasé Plaza - Blaze Pizza	Sit Down Rest	SF	2,400			2,400	257	13	9
	Wawa - Gas w/Convenience Store	Gas/Conv Store	SF	6,280			6,280	4841	188	189
	Verizon Sales Ctr	Retail Sales	SF	2,500			2,500	163	10	10
	Proposed Development	Commercial/Retail	SF			55,000	55,000	5646	260	281
	Vitas Healthcare	Hospice Facility (16 Rms)	SF		20,816		20,816	65	2	3
	Tradition Pkwy Dental	Medical Office	SF	4,000			4,000	136	2	10
	431	Resia - AHS Residential	Rental Apartments	DU	96	138	138	372	2460	114
Proposed Development		Rental Apartments	DU							
Woodsprings Hotel		Hotel	Rooms		122		122	899	31	31
Keiser University		College	SF	75,146			75,146	1080	50	50
Iamco Electric Supply - CES		Warehouse	SF	401,460			401,460	673	24	54
Accel		Manufacturing Facility	SF		150,000		150,000	767	35	78
Oculus Surgical		Manufacturing Facility	SF		55,000		55,000	409	9	21
Oculus Surgical		Research & Development	SF			96,000	96,000	1179	17	89
Dragonfly Industrial Park		Light Industrial	SF			414,000	414,000	1607	16	96
Proposed Development		Office	SF			200,000	200,000	2121	50	245
Proposed Development		Light Industrial	SF							
Proposed Development		Shopping Ctr	SF			225,000	225,000	11783	486	526

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-4 Southern Grove DRI 2031 Land Development and Trip Generation (continued)

419	Mattamy Homes S Groves Plat 1	SF Development	SF	120	60		180	1733	109	64
415	Proposed Development	Light Industrial	SF	2,000,000			2,000,000	4458	150	530
	Proposed Development	Shopping Ctr	SF			225,000	225,000	11783	109	526
432	Fedex Service Center	Distribution Ctr	SF	245,200			245,200	2457	102	50
	Amazon Delivery Station	Distribution Ctr	SF		220,000		220,000	2204	91	45
	Chenney Brothers	Food Warehouse Dist Ctr	SF		270,000		270,000	465	16	43
	Proposed Development	Warehouse	SF			500,000	500,000	828	24	62
	Proposed Development	Shopping Center	SF							
417-E	America Walks	Apartments	DU		115		115	357	16	13
	America Walks	Villas	DU		150	150	300	1508	63	41
	Proposed Development	Rental Apartments	DU							
	Proposed Development	Hotel	Rooms							
	Proposed Development	Hotel	Rooms							
435	Mattamy Homes Telaro S Grove	SF +55	DU		186	257	443	2100	86	56
	Proposed Development	SF Development	DU							
	Proposed Development	SF +55	DU							
	Shoppes at the Heart	Shopping Ctr w/Grocery	SF		71,000		71,000	6877	318	345
434	Pulte Homes	SF Development	DU	179	226		405	3654	233	137
	Proposed Development	SF Development	DU			125	125	1239	77	46

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-4 Southern Grove DRI 2031 Land Development and Trip Generation (continued)

420	Dell Webb Homes	SF +55	DU	170	385	384	939	3976	155	99
	Proposed Development	MF Development	DU			234	234	1575	76	45
	Proposed Development	SF +55	DU							
	Farrell Self Storage & Com/Retail Self Storage Facility		SF			55,000	55,000	80	4	4
	Farrell Self Storage & Com/Retail Com/Retail Bldg		SF							
433	Capstone Community	1-3 BR Villas	DU		143	143	286	2129	96	72
	Kenley	SF Development	DU		219		219	2075	131	77
	Proposed Development	SF +55	DU							
	Proposed Development	Rental Apartments	DU							
Southern Grove DRI								126,133	4,702	6,161
								8.6%	3.7%	4.9%
	Single Family		DU's	299	505	125	929			
	Single Family Age Restricted		DU's	170	571	641	1,382			
	Multi-Family (includes Villas)		DU's	700	760	1,213	2,673			
	Hotel		Rooms	195	204		399			
	Industrial		SF	646,660	2,695,000	969,000	4,310,660			
	Commercial Retail (includes Restaurants)		SF	42,815	99,238	515,000	657,053			
	Office (includes MOB and Dental)		SF	191,674		300,000	491,674			
	Research/Development		SF	178,000		196,000	374,000			
	Hospital		Beds	180		120	300			
	Civic/Institutional		SF	75,146	20,816		95,962			
	Park		Acres							
	K-8 School		Students							
	Independent Living Facility		Beds							
	Assisted Living		Beds							

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-5 GL Homes DRI 2031 Land Development and Trip Generation (2 pages)

TAZ	Name	Use	Unit	Existing	2026	2031	2031 Total	2031 Total Daily	PM In	PM Out
<u>GL Homes /Riverland/Kennedy DRI</u>										
414	GL Homes	SF +55	DU	1,100			1,100	4549	176	112
	Riverland Community Assn	Arts & Culture Ctr	SF	9,471			9,471			
	Riverland Community Assn	Private Park	AC	15			15			
413	GL Homes	SF +55	DU		650	288	938	3973	155	99
		MF Development	DU			261	261	1748	84	84
	Riverland Paseo Park	Park	AC		13		13			
	Proposed Development	Shopping Ctr	SF			130,000	130,000	11418	536	580
	Proposed Development	Office	SF							
Proposed Development	Private Institutional/Civic	SF								
429	GL Homes	SF +55	DU	400	850	350	1,600	6255	235	151
	Proposed Development	Shopping Ctr	SF							
	Proposed Development	Office	SF							
	Proposed Development	Private Institutional/Civic	SF							
427	Proposed Development	SF Development	DU			205	205	1953	123	72
	GL Homes	SF +55	DU			287	287	1452	62	39
	Proposed Development	Shopping Ctr	SF							
	Proposed Development	Office	SF							
426	Proposed Development	SF Development	DU							
	Proposed Development	MF Development	DU		200	400	600	3921	175	104
	Proposed Development	Shopping Ctr	SF							
	Proposed Development	Office	SF							
	Proposed Development	Private Institutional/Civic	SF							

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-5 GL Homes DRI 2031 Land Development and Trip Generation (continued)

417-C	Proposed Development	Shopping Ctr	SF			50,000	50,000	3376	127	133
	Proposed Development	Office	SF			167,800	167,800	2120	32	200
	Proposed Development	Light Industrial	SF			217,800	217,800	1407	16	58
428	Proposed Development	SF +55	DU			1,362	1,362	5455	207	133
424	No Development Noted									
425	Proposed Development	MF Development	DU							
GL Homes/Riverland/Kennedy DRI								47,627	1,928	1,765
								7.8%	4.0%	3.7%
	Single Family		DU's			205	205			
	Single Family Age Restricted		DU's	1,500	1,500	925	3,925			
	Multi-Family (includes Villas)		DU's		200	661	861			
	Hotel		Rooms							
	Industrial		SF			217,800	217,800			
	Commercial Retail (includes Restaurants)		SF			180,000	180,000			
	Office (includes MOB and Dental)		SF			167,800	167,800			
	Research/Development		SF							
	Hospital		Beds							
	Civic/Institutional		SF	9,471	0	0	9,471			
	Park		Acres	15			15			
	K-8 School		Students							
	Independent Living Facility		Beds							

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-5 GL Homes DRI 2031 Land Development and Trip Generation (continued)

Assisted Living	Beds			
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Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-6 Akel Homes/Wilson Groves DRI 2031 Land Development and Trip Generation

TAZ	Name	Use	Unit	Existing	2026	2031	2031 Total	2031 Total Daily	PM In	PM Out
<u>Akel Homes/Wilson Groves DRI</u>										
417-W	Proposed Development	Office	SF			85,000	85,000	1157	18	110
	Proposed Development	Light Industrial	SF			85,000	85,000	863	6	23
	Proposed Development	Regional Park	AC			50	50			
421	Proposed Development	SF +55	DU		150	1,350	1,500	5291	224	143
	Proposed Development	Shopping Ctr	SF			75,000	75,000	3592	333	361
422	Proposed Development	SF Development	DU							
	Proposed Development	MF Development	DU							
416	No Development/Noted									
423	No Development/Noted									
418	No Development/Noted									
<u>Akel Homes/Wilson Groves DRI</u>								10,903	581	637
	Single Family		DU's					11.2%	5.3%	5.8%
	Single Family Age Restricted		DU's		150	1,350	1,500			
	Multi-Family (includes Villas)		DU's							
	Industrial		SF			85,000	85,000			
	Commercial Retail (includes Restaurants)		SF			75,000	75,000			
	Office (includes MOB and Dental)		SF			85,000	85,000			
	Research/Development		SF							
	Civic/Institutional		SF							

Source: Marlin Engineering, Inc.

City of Port St. Lucie DRI Study
Table B-6 Akel Homes/Wilson Groves DRI 2031 Land Development and Trip Generation

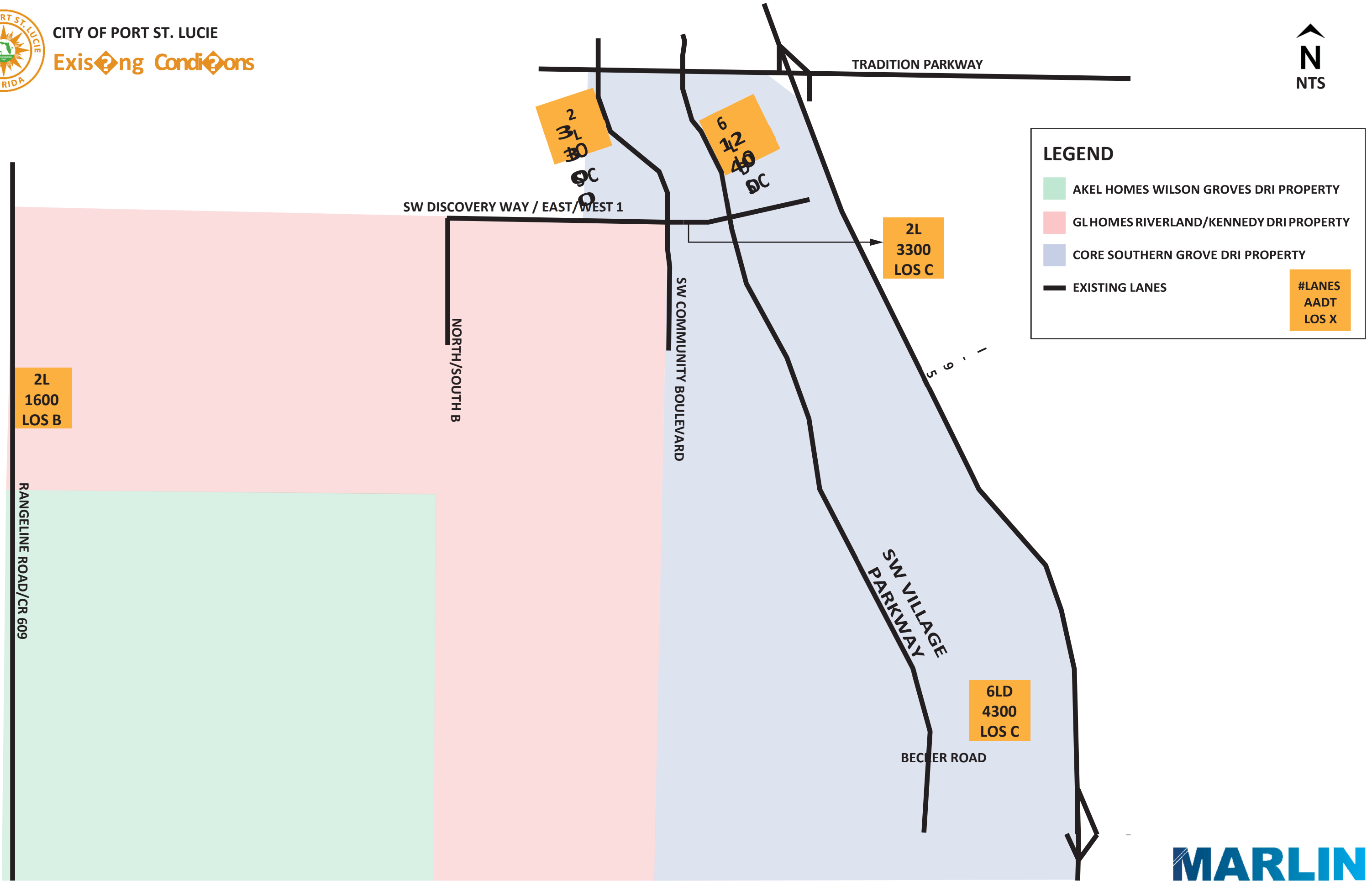
Park	Acres	50	50
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Source: Marlin Engineering, Inc.



Appendix C

Existing Conditions, 2026 & 2031 LOS Maps and Tables



LEGEND

- AKEL HOMES WILSON GROVES DRI PROPERTY
- GL HOMES RIVERLAND/KENNEDY DRI PROPERTY
- CORE SOUTHERN GROVE DRI PROPERTY
- EXISTING LANES

#LANES
AADT
LOS X

**Port St. Lucie DRI Study
2026 Traffic Conditions and Level of Service**

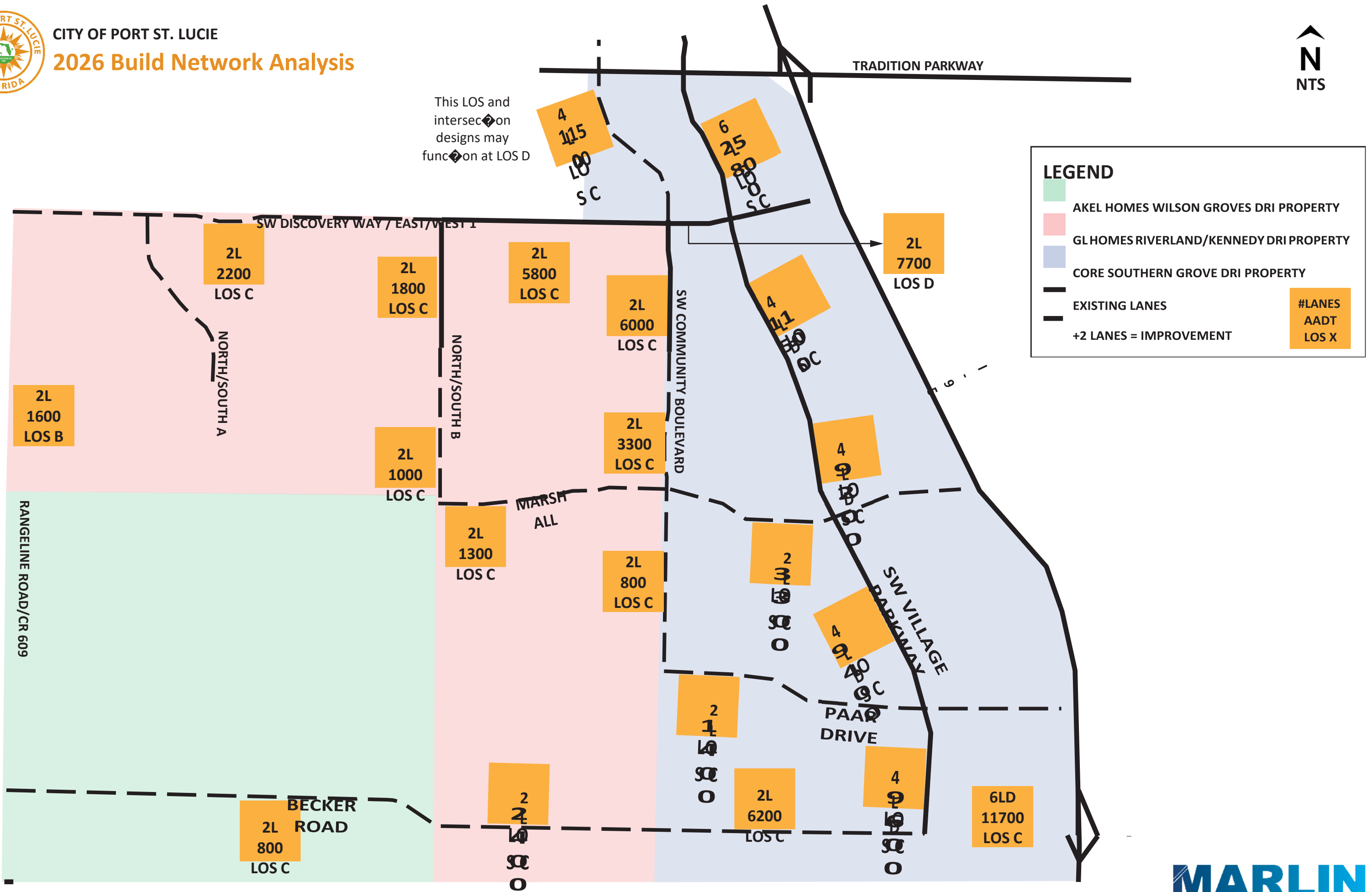
Road Name	From	To	Existing Design	2021 ADT	2026 ADT	2026 Needs & LOS Lanes LOS
East-West Roadways						
SW Discovery Way	N/S "A"	N/S "B"			2200	2L C
	N/S "B"	SW Community Blvd.	U/C - 2 L		5800	2L C
	SW Community Blvd.	SW Village Parkway	2LD		7700	2L D
	E of SW Village Parkway		2LD			
Marshall	N/S "B"	SW Community Blvd.			1300	2L C
	SW Community Blvd.	SW Village Parkway	-		3300	2L C
E/W "4" (Paar Drive)	SW Community Blvd.	SW Village Parkway	-		1400	2L C
Becker Road	Rangeline Rd	N/S "B"	-		800	2L C
	N/S "B"	SW Community Blvd.	-		2400	2L C
	SW Community Blvd.	SW Village Parkway	-		6200	2L C
	SW Village Parkway	I -95	6LD	4700	11700	6LD C
North-South Roadways						
Range Line Road	Becker Road	SW Discovery Way	2L		1600	2L B
N/S "B"	Marshall	Unnamed Road	-		1000	2L C
	Unnamed Road	SW Discovery Way	-		1800	2L C
SW Community Boulevard	E/W "4" (Paar Drive)	Marshall	-		800	2L C
	Marshall	Unnamed Road	-		3300	2L C
	Unnamed Road	SW Discovery Way	-		6000	2L C
	SW Discovery Way	Tradition Parkway	2LD		11500	4LD C
SW Village Parkway	Becker Road	E/W "4" (Paar Drive)	4LD		9600	4LD C
	E/W "4" (Paar Drive)	Marshall	4LD		9400	4LD C
	Marshall	Unnamed Road	4LD		9200	4LD C
	Unnamed Road	SW Discovery Way	4LD		11500	4LD C
	SW Discovery Way	Tradition Parkway	6LD	16000	25800	6LD C



2026 Build Network Analysis



This LOS and intersection designs may function at LOS D

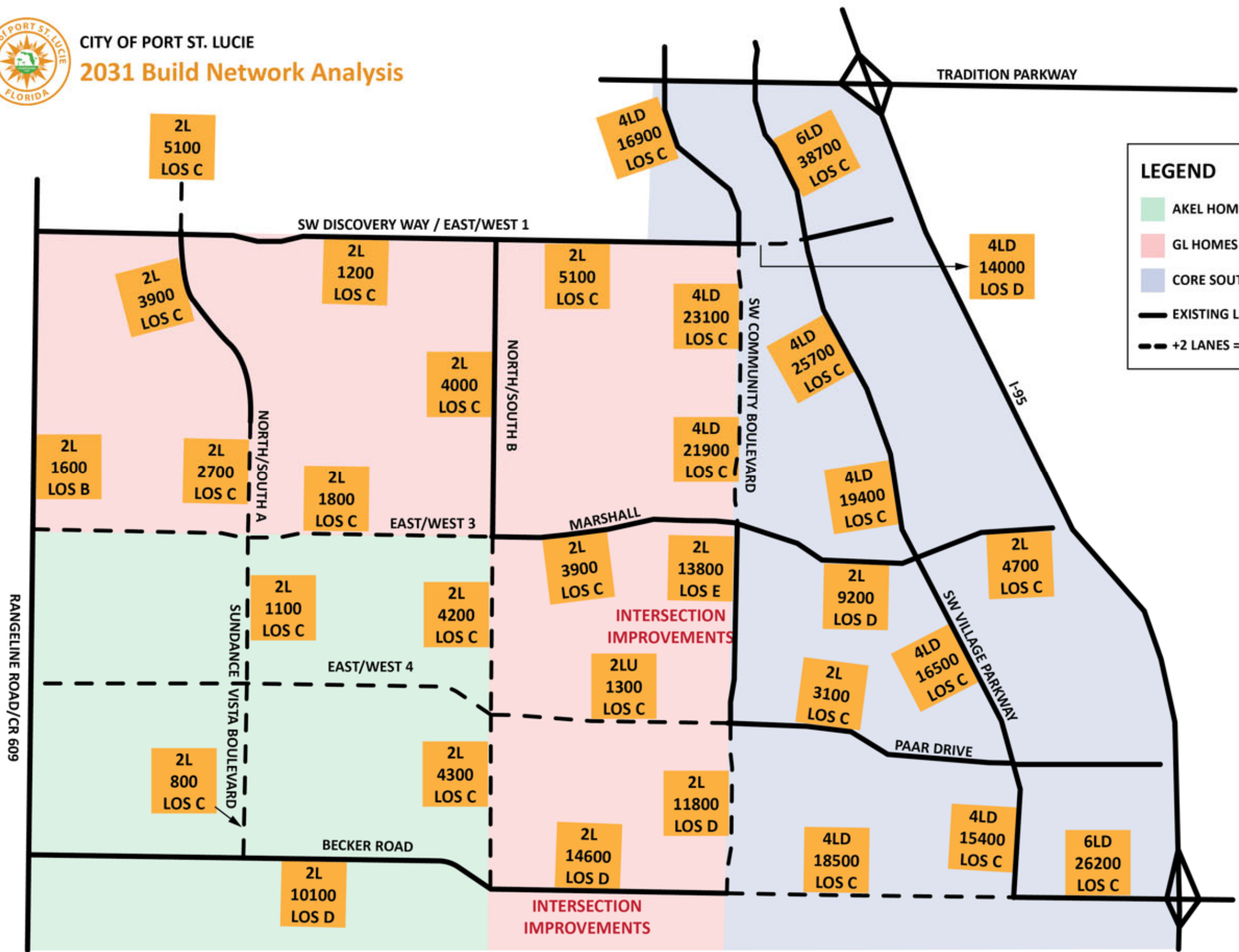


**Port St. Lucie DRI Study
2031 Traffic Conditions and Level of Service**

Road Name	From	To	Existing Design	2021 ADT	2031 ADT	2031 Needs & LOS Lanes LOS
East-West Roadways						
SW Discovery Way	N/S "A"	N/S "B"			1200	2L C
	N/S "B"	SW Community Blvd.	U/C - 2 L		5100	2L C
	SW Community Blvd.	SW Village Parkway	2LD		14000	4L C
	E of SW Village Parkway		2LD			
Marshall	N/S "A"	N/S "B"			1800	2L C
	N/S "B"	SW Community Blvd.	-		3900	2L C
	SW Community Blvd.	SW Village Parkway	-		9200	2L D
E/W "4" (Paar Drive)	N/S "B"	SW Community Blvd.	-		1300	2L C
	SW Community Blvd.	SW Village Parkway	-		3100	2L C
Becker Road	Rangeline Rd	N/S "B"	-		10100	2L D
	N/S "B"	SW Community Blvd.	-		14600	2L D
	SW Community Blvd.	SW Village Parkway	-		18500	4L C
	SW Village Parkway	I -95	6LD	4700	26200	6LD C
North-South Roadways						
Range Line Road	Becker Road	SW Discovery Way	2L		1600	2L B
N/S "A"	Becker Road	E/W "4" (Paar Drive)	-		800	2L C
	E/W "4" (Paar Drive)	Marshall	-		1100	2L C
	Marshall	Unnamed Road			2700	2L C
	Unnamed Road	E/W "3"			3900	2L C
N/S "B"	Becker Road	E/W "4" (Paar Drive)	-		4300	2L C
	E/W "4" (Paar Drive)	Marshall	-		4200	2L C
	Marshall	SW Discovery Way	U/C - 2L		4000	2L C
SW Community Boulevard	Becker Road	E/W "4" (Paar Drive)	-		11800	2L D
	E/W "4" (Paar Drive)	Marshall	-		13800	2L E
	Marshall	Unnamed Road	-		21900	4LD C
	Unnamed Road	SW Discovery Way	U/C - 2L		23100	4LD C
	SW Discovery Way	Tradition Parkway	2LD		16900	4LD C
SW Village Parkway	Becker Road	E/W "4" (Paar Drive)	4LD		15400	4LD C
	E/W "4" (Paar Drive)	Marshall	4LD		16500	4LD C
	Marshall	Unnamed Road	4LD		19400	4LD C
	Unnamed Road	SW Discovery Way	4LD		25700	4LD C
	SW Discovery Way	Tradition Parkway	6LD	16000	38700	6LD C



CITY OF PORT ST. LUCIE
2031 Build Network Analysis



LEGEND

- AKEL HOMES WILSON GROVES DRI PROPERTY
- GL HOMES RIVERLAND/KENNEDY DRI PROPERTY
- CORE SOUTHERN GROVE DRI PROPERTY
- EXISTING LANES
- +2 LANES = IMPROVEMENT
- #LANES
AADT
LOS X

RANGELINE ROAD/CR 609





Appendix D

Becker Road Construction Agreements

Appendix D-1

Mattamy Becker Road Construction Agreement

Appendix D-2

Riverland Becker Road Construction Agreement

Appendix D-3

ACR Becker Road Construction Agreement



Appendix D-1

Mattamy Becker Road Construction Agreement

**MATTAMY BECKER ROAD INTERSECTION
CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (this "**Agreement**") is made and entered into as of the date that the last party executes this Agreement ("**Effective Date**"), by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("**City**"), and **MATTAMY PALM BEACH LLC**, a Delaware limited liability company ("**Mattamy**"). The City and Mattamy shall each be referred to herein as a "**Party**," and collectively as the "**Parties**".

RECITALS:

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

WHEREAS, Mattamy is developing property within the City on property Mattamy owns; and

WHEREAS, the Parties desire to enter into this Agreement for Mattamy to make improvements to the City's Roadway System for the benefit of the City and in order for Mattamy to facilitate fulfillment of its obligations under Sections 5(e)(ii) and 5(e)(iv) of the Annexation Agreement; and

WHEREAS, the Parties agree to allow Mattamy to undertake, and contract for, as applicable, the design, permitting and construction of the intersection located at Becker Road and Community Boulevard, as permitted and contemplated in Section 5(e)(iv) of the Annexation Agreement (the "**Roadway Project**"); and

WHEREAS, the Parties desire to enter into this Agreement setting forth the mutual understandings and undertakings regarding City's and Mattamy's responsibilities for the Roadway Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. Recitals: Exhibits. The foregoing recitals and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

2. Construction of Roadway Project. Mattamy shall facilitate and cause, at Mattamy's sole cost and expense, the design, permitting and construction of the Roadway Project. Mattamy shall be responsible to prepare and obtain approval of construction plans for the Roadway Project, including full signalization design. The Roadway Project must be designed according to the proposed cross-section, which is attached as **Exhibit**

"A" hereto (the **"Becker Road West Cross-Section"**). However, underground infrastructure for the full signalization, such as conduit, shall be installed as part of the initial phase of the intersection construction. Notwithstanding the foregoing, construction of the mast arms, traffic controller, signal cabling, etc., is not required until such time as it is requested by the City in writing based upon the City's reasonable traffic engineering judgment. Mattamy shall install the remaining components of the signalization infrastructure within three hundred and sixty (360) days of the City's written request. Mattamy shall have the right to assign this obligation to a purchaser of Mattamy's land located in the Southern Grove ORI, provided that such purchaser acknowledges and agrees to assume such obligation and post a bond in favor of the City for completion of the signalization infrastructure at closing, and Mattamy shall provide a copy of such documents to the City within fifteen (15) days of such closing.

(a) Construction Plans and Permit Applications. Within one hundred twenty (120) days following the Effective Date, Mattamy shall furnish to the City and South Florida Water Management District (the **"District"**) a 60% complete set of design and construction drawings, plans and specifications (the **"60% Construction Plans"**) for the Roadway Project. The City shall review and provide comments on the 60% Construction Plans within twenty-one (21) days of receipt. Within thirty (30) days of receipt of City comments on the 60% Construction Plans, Mattamy shall furnish to the City a 100% complete set of design and construction drawings, plans, and specifications (100% Construction plans). The City shall review and provide approval or comments on the 100% Construction Plans within twenty-one (21) days of receipt. Within fifteen (15) days of receipt of City comments on the 100% Construction Plans, Mattamy shall furnish to the City a corrected set of 100% Plans for permit issuance, a copy of the District permit, and a final subdivision plat for the road right of way for processing of approval by the City Council. The City shall issue its engineering and utilities permits for the corrected 100% Construction Plans within seven (7) days of receipt, subject to delay by Force Majeure Events (as hereinafter defined). Such drawings, plans, and specifications, and the construction of the Roadway Project, shall be in accordance with all applicable laws, rules, and regulations, and shall be in compliance with all FHWA/FDOT design criteria. The 100% Construction Plans shall provide for the Roadway Project's drainage, treatment and ultimate positive discharge of stormwater as required by the City and the District.

(b) Permits for Construction. Mattamy shall diligently seek and obtain from City, and any other applicable governmental authorities, all required permits and approvals as may be required for construction of the Roadway Project. City agrees to cooperate in a timely manner with Mattamy's efforts to obtain all such permits and approvals necessary to construct the Roadway Project in accordance with this Agreement and any other applicable state or local laws, rules, or regulations, which cooperation shall not be unreasonably withheld, conditioned, or delayed. City shall cooperate with Mattamy to obtain the necessary street lighting agreement(s) between the City and FPL for any streetlights to be installed. City shall execute said FPL street lighting agreement(s) when they are available to the City and return copies of the executed agreements to Mattamy in a timely manner.

(c) Completion of Construction. Mattamy shall achieve Completion of Construction (as defined below) of the Roadway Project no later than twelve (12) months following Mattamy and all parties receipt of all required permits and approvals for construction of Becker Road, subject to delay by Force Majeure Events or Weather Delays (as hereinafter defined). For purposes of this Agreement, "Completion of Construction" requires (i) a written Certificate of Completion issued by the Engineer of Record to the City, (ii) a final walk-through and acceptance by the City of the Roadway Project in accordance with Section 156.150 of the City Code, which acceptance shall not be unreasonable withheld, conditioned or delayed, and (iii) Mattamy's posting of a one- year maintenance bond in a principal amount equal to 15% of the actual cost of construction of the Roadway Project pursuant to Section 156.146 of the City Code.

Any delays beyond the direct and immediate control of Mattamy for the installation of FPL street lighting shall not be the basis of any default by Mattamy, shall not result in the Certificate of Completion being withheld by the Engineer of Record based on any such delays, shall not delay the issuance of the Completion of Construction on the basis of any such delays, and shall not delay the opening of the road for traffic based on any such delays.

3. Force Majeure: Weather Days. The deadlines set forth herein, are subject to extensions by either 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, flooding, or supply chain issues, where the item subject to the supply chain issue cannot be replaced by an approved equivalent, causing delays not the result of the requesting Party. 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 either 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 considered to be 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**"). 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 the Roadway Project. If Mattamy believes a Weather

Day has occurred, Mattamy shall submit a request for time extension within ninety (90) 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 considered to be a Weather Day. If no written objection to such request for extension is received from 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.

4. Default.

a) Defaults Relating to Subsection 2(a), 2(b) & 2(c) of Agreement:

- i. Default by Mattamy: If Mattamy fails to timely perform any of its obligations pursuant to Subsection 2(a), 2(b) or 2(c) this Agreement, the City shall send written notice (a "Default Notice") to Mattamy specifying the nature of the default and the action required to cure the default. If Mattamy fails to cure such default within thirty (30) days following Mattamy's receipt of the Default Notice or if such default cannot be cured within said thirty (30) day period and fails to timely commence to cure the default within such thirty (30) days and thereafter diligently pursue completion thereof, the City may withhold all permits for all construction by Mattamy, or those who took property through Mattamy subsequent to the Effective Date within the Southern Grove Development of Regional Impact, notwithstanding any other agreement to the contrary, including the Annexation Agreement, until the default is cured. However, in no event shall the foregoing apply to the Mattamy's currently pending contracts with GRBK GHO Belterra, LLC (executed January 23, 2019), Eden Acquisitions, LLC (executed January 3, 2022), Farrell Building Company Inc. (executed October 20, 2021) and JDR Development, LLC (executed April 27, 2021), and their successors and assigns. The City shall have no other rights or remedies against Mattamy in the event of a default relating to Subsection 2(a), 2(b) or 2(c) of this Agreement.
- ii. Default by City: If City fails to timely perform any of its obligations pursuant to Subsection 2(a), 2(b) or 2(c) this Agreement, Mattamy may send a Default Notice to City specifying the nature of the default and the action required to cure the default. If City fails to cure such default within thirty (30) days following City's receipt of the Default Notice or if such default cannot be cured within said thirty (30) day period and fails to timely commence to cure the default within such thirty (30) days and thereafter diligently pursue completion thereof, Mattamy may, as its sole and exclusive remedy, seek specific performance of such obligation. Mattamy shall have no other rights or remedies against the City in the event of a default relating to Subsection 2(a), 2(b) or 2(c) of this Agreement.

b) Other Defaults. For defaults other than those described in Subsection 4(a), if either

Party fails to timely perform any of its obligations pursuant to this Agreement, the non-defaulting party may send a Default Notice to the defaulting party specifying the nature of the default and the action required to cure the default. If the defaulting party fails to cure such default within thirty (30) days following receipt of the Default Notice or if such default cannot be cured within said thirty (30) day period and fails to timely commence to cure the default within such thirty (30) days and thereafter diligently pursue completion thereof, the non-defaulting party may, as its sole and exclusive remedy, seek specific performance of such obligation. Mattamy and the City shall have no other rights or remedies against the defaulting party in the event of a default pursuant to this Subparagraph 4(b).

5. **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger or courier service, by overnight courier service, or by certified mail, return receipt requested, and shall be deemed to have been given and received: (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; or (b) if given by overnight delivery service or hand delivery, when received by the party to whom it is addressed or such party's agent or representative. Notices shall be directed to the following persons and places designated by the Parties:

The City:

PORT ST. LUCIE
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attn: Russ Blackburn, City Manager

Mattamy:

Mattamy Palm Beach LLC
4901 Vineland Road, Suite 450
Orlando, FL 32811
Attn: Leslie C. Candes, Esq.

6. **Miscellaneous.**

(a) **Amendment.** Any amendments to this Agreement must be in writing and executed by both Parties with the same formalities as this Agreement.

(b) **Invalid Provisions.** In case 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 so far as 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.

(c) **Headings.** The headings contained in this Agreement are for convenience only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

(d) Time Computation: 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.

(e) Waivers. Any waiver issued by a Party of any provision of this Agreement shall only be effective if issued in writing by such Party, and shall be specific, only to the particular matter concerned, and shall not apply to any other matters. Any Party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a future waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth in this Agreement, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.

(f) Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The Parties agree that proper venue for any suit concerning this Agreement shall be St. Lucie County, Florida. The Parties agree to waive all defenses to any suit filed in Florida based upon improper venue or forum non-convenience. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

(g) Non-waiver of Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes, or any other provision of law.

(h) Entire Agreement. This Agreement contains the entire agreement between the Parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the Parties hereto, unless otherwise stated. No additions, alterations, or variation of the terms of this Agreement shall be valid, except as provided in Subparagraph 6(a) above. Notwithstanding anything to the contrary herein, this Agreement only relates to Section 5 of the Annexation Agreement with respect to Becker Road and does not relate to any other issues between the parties hereto, whether arising under the Annexation Agreement or otherwise.

(i) Authority to Sign. Each individual signing this Agreement directly and expressly warrants that he/she has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she 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.

U) No Third-Party Beneficiary. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party. This Agreement has been entered into for the sole benefit and protection of the City and Mattamy and is not intended to confer upon any other person or entity any rights or remedies hereunder. This Agreement shall not provide any third-party with any right, remedy, claim, liability, reimbursement, or other cause of action.

[Signature page immediately follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on behalf of themselves and/or their respective entities, their successors and assigns, on the Effective Date.

AGREED TO BY MATTAMY this 13th day of February, 2022:

Mattamy Palm Beach LLC, a Delaware limited liability company

By: [Signature] Name: ANTHONY PALUMBO Title: VICE PRESIDENT

Witnesses: (Two Required)

Print Name: [Signature] Signature: [Signature]

Print Name: [Signature] Signature: [Signature]

STATE OF FLORIDA)) ss COUNTY OF PALM BEACH

The foregoing Agreement was acknowledged before me by means of physical presence or online notarization on February 11, 2022, by ANTHONY PALUMBO, as Vice President of Mattamy Palm Beach LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me or has produced [Signature] as identification, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by him/her for the purposes therein contained.

WITNESS my hand and notarial seal.

[Signature] Notary Public State of Florida James R. FitzGerald My Commission HH 159788 exp. 8/2/2025

[Signature] Not Public Print Name: [Signature] My Commission Expires: [Signature]

[SIGNATURES CONTINUE ON NEXT PAGE]

LIMITS OF CONSTRUCTION

LIMITS OF CONSTRUCTION

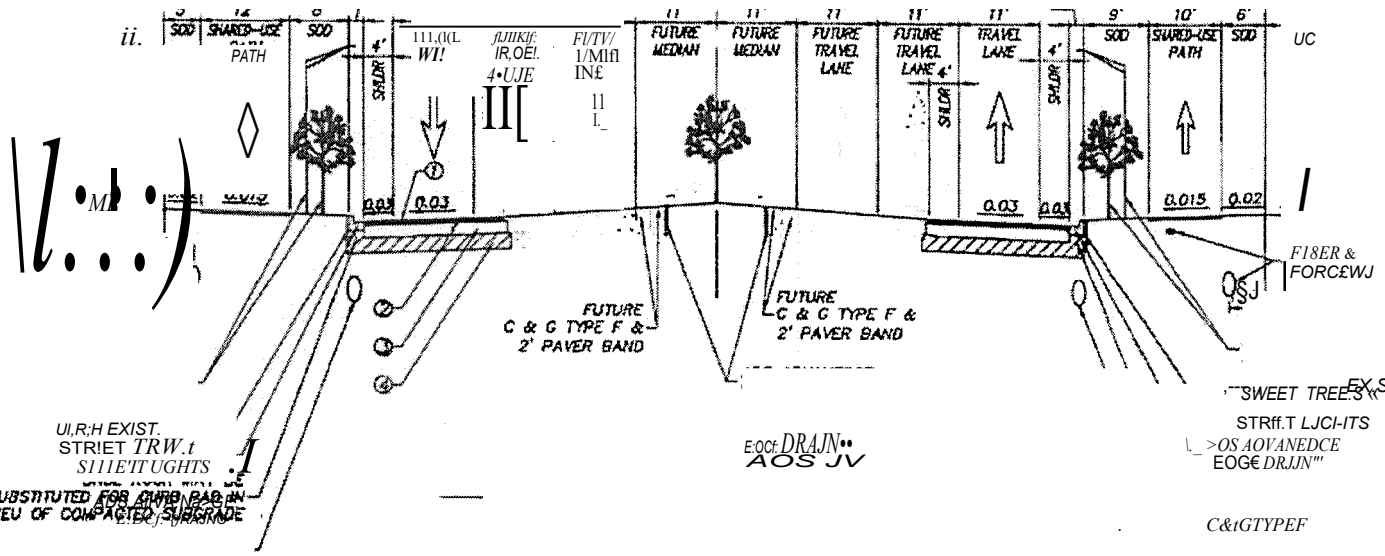
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CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE FL 34984
PHONE: (T12) 671-5100

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Appendix D-2

Riverland Becker Road Construction Agreement

**RIVERLAND BECKER ROAD
CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "**Agreement**") is made and entered into as of the date that the last party executes this Agreement ("**Effective Date**"), by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("**City**"), and **RIVERLAND/KENNEDY II, LLC**, a Florida limited liability company ("**GL**"), as successor to Riverland/Kennedy, LLP and Riverland/Kennedy 111, LLC. The City and GL shall each be referred to herein as a "**Party**," and collectively as the "**Parties**".

RECITALS:

WHEREAS, the City and GL are parties to that certain Annexation Agreement dated July 19, 2004, as amended by: that certain First Amendment to Annexation Agreement dated May 16, 2005, Second Amendment to Annexation Agreement dated July 11, 2005, Third Amendment to Annexation Agreement dated November 16, 2009, Fourth Amendment to Annexation Agreement dated November 16, 2009, Fifth Amendment to Annexation Agreement dated December 28, 2009, and Sixth Amendment to Annexation Agreement dated April 2, 2010 (collectively, the "**Annexation Agreement**");

WHEREAS, pursuant to Sections 5(e)(iii) and 5(e)(iv) of the Annexation Agreement, GL, along with the other parties to the Annexation Agreement, is required to pay to the City the estimated cost of construction of a certain two-lane roadway section of Becker Road or, at the City's election, contract for the construction and/or design of such roadway;

WHEREAS, the Third Amendment to Annexation Agreement provided that the initial two-lanes of the roads shown on the Existing Dedicated Road Network may, in GL's sole discretion, be constructed on one side of the right-of-way, and Becker Road is part of such Existing Dedicated Road Network;

WHEREAS, the City has created a proposed cross-section for their desired design of Becker Road West, which is attached as **Exhibit "A"** hereto (the "**Becker Road West Cross-Section**");

WHEREAS, pursuant to Section 5(e)(iv) of the Annexation Agreement, the City has elected to allow GL to design and construct, using the Becker-Road West Cross- Section prepared by the City, the portion of Becker Road through the GL Property (as defined in the Annexation Agreement) from the western edge of the intersection of Becker Road and Community Blvd to the western edge of Roadway N/S B (n/k/a Riverland Boulevard) and Becker Road (the "**Riverland Becker Road Section**"), and GL has agreed to so design, permit and construct the Riverland Becker Road Section, all on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, by entering into this Agreement, the City acknowledges that the demands set forth in that certain letter from the City addressed to Larry Portnoy and Steve Heitman, Esquire, dated November 10, 2021 (the "**Demand Letter**") have been satisfied, subject to GL's performance of its duties and obligations under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. Recitals: Exhibits. The foregoing recitals and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

2. Surety. Within five (5) business days following the Effective Date, GL agrees to deliver to the City a surety bond in favor of the City in the amount of Sixteen Million Eight Hundred Seventy-Six Thousand Two Hundred Twenty-Nine and 20/100 (\$16,876,229.20) Dollars ("**Security**"), representing the City's estimated cost for the construction of the Riverland Becker Road Section set forth in the Demand Letter. From time to time during construction of the Riverland Becker Road Section, GL shall have the right to reduce the Security based on one half of the percentage completion of the work at the time of the request. In that regard, upon GL's submission to the City of an engineer's certificate signed by the engineer of record ("EOR") certifying the percentage completion, the Security may be reduced by an amount equal to one half of such percentage. By way of example and for illustration purposes only, if the EOR certification reflects that the Riverland Becker Road Section is 20% complete, the initial amount of Security shall be reduced to \$15,188,606.30 (i.e., \$16,876,229.20 multiplied by 90%). The Security shall be released upon Completion of Construction, as defined in Subparagraph 3(c) below.

3. Construction of Riverland Becker Road Section. GL shall facilitate and cause, at GL's sole cost and expense except as provided in paragraph 4 below, the design, permitting and construction of the Riverland Becker Road Section based on the Becker Road West Cross-Section (Exhibit "A" attached hereto), and as provided in this Agreement. GL shall be responsible to prepare and obtain approval of final plats and construction plans (including water and sewer for which GL shall be partially reimbursed as further outlined below) for the Riverland Becker Road Section rights-of-way. GL shall also be responsible for fire hydrants on the Riverland Becker Road Section, and such fire hydrants must meet City and St. Lucie County Fire District requirements. The Parties acknowledge and agree that the Riverland Becker Road Section includes construction of the intersection of Becker Road and Roadway NS B (n/k/a Riverland Boulevard) but does not include the design, permitting or construction of the intersection of Becker Road and Community Boulevard.

(a) Construction Plans and Permit Applications. Within one hundred twenty (120) days following the Effective Date, GL shall furnish to the City and South Florida Water Management District (the "**District**") a 60% complete set of design and construction drawings, plans and specifications ("60% Construction Plans") for the

Riverland Becker Road Section based on the Becker Road West Cross-Section. The City shall review and provide GL comments on the 60% Construction Plans within twenty-one (21) days of receipt. Within fifteen (15) days of receipt of City comments on the 60% Construction Plans, GL shall furnish to the City a 100% complete set of design and construction drawings, plans, and specifications ("100% Construction Plans"). The City shall review and provide GL comments on the 100% Construction Plans within twenty-one (21) days of receipt or provide GL approval. GL agrees to respond to any additional City comments within fifteen (15) days and supply corrected 100% Construction Plans until the City gives final approval. Within seven (7) days of the City's approval of the 100% Construction Plans, GL shall provide a final subdivision plat for the road right of way for processing of approval by the City Council. GL agrees to respond to comments received from the District based on the same fifteen (15) day response time that GL has to respond to City comments. GL shall provide the City with a copy of the District permit within three (3) days of GL's receipt of said permit. The City shall issue its engineering and utilities permits for the corrected 100% Construction Plans within seven (7) days of the City's approval of said plans and receipt of the District permit. Such drawings, plans and specifications, and the construction of the Riverland Becker Road Section, shall be in accordance with all applicable laws, rules, and regulations, and shall follow all FHWA/FDOT design criteria. The 100% Construction Plans shall provide for the roadway drainage, treatment and ultimate positive discharge of stormwater as required by the City and the District.

(b) Permits for Construction. GL shall diligently seek and obtain from the City, and any other applicable governmental authorities, all required permits and approvals as may be required for construction of the Riverland Becker Road Section. The City agrees to cooperate with GL's efforts to obtain all such permits and approvals necessary to construct the Riverland Becker Road Section in accordance with this Agreement and any other applicable state or local laws, rules, or regulations. City shall cooperate with GL to obtain the necessary street lighting agreement(s) between the City and FPL for any streetlights to be installed. City shall execute said FPL street lighting agreement(s) when they are available to the City and return copies of the executed agreements to GL in a timely manner.

(c) Completion of Construction. GL shall obtain Completion of Construction (as defined below) of the Riverland Becker Road Section no later than fifteen (15) months following GL's receipt of all required permits and approvals for construction as provided in Subparagraphs 3(a) and 3(b) above. For purposes of this Agreement, "Completion of Construction" requires (i) a written Certificate of Completion issued by the EOR to the City, (ii) a final walk-through and acceptance by the City of the Riverland Becker Road Section in accordance with Section 156.150 of the City Code, (iii) conveyance of the 10' utility easements pursuant to Subparagraph 3(d) below, and (iv) GL's posting of a one-year maintenance bond in a principal amount equal to 15% of the actual cost of construction of the Riverland Becker Road Section, pursuant to Section 156.146 of the City Code.

Any delays beyond the direct and immediate control of GL for the installation of FPL street lighting shall not be the basis of any default of this Agreement by GL, a Certificate of Completion shall not be withheld by the EOR based on any such delays, the Completion of Construction shall not be considered delayed on the basis of any such delays, and the opening of the road for traffic shall not be delayed based on any such delays.

(d) Utility Easements. Within one hundred and eighty (180) days of the Effective Date, GL shall convey to the City a 10' utility easement on the south side of the Riverland Becker Road Section, as depicted in Exhibit "A" to this Agreement and shall provide a property information report or other title documentation requested by the City, in a form acceptable to the City Attorney's Office. The Parties agree that said easement will contain a provision that precludes the City and other third parties from accessing the easement before GL's Completion of Construction. Notwithstanding the foregoing, prior to Completion of Construction, the City and its FPL approved contractor(s) may access said easement solely for the purpose of installing FPL conduit in the easement area provided that: (i) all necessary FPL conduit is installed at the same time, and (ii) the City works with GL to ensure installation of FPL conduit does not interfere with GL's development activities. Within three hundred and sixty (360) days of the Effective Date, GL shall also convey to the City a 10' utility easement on the north side of the Riverland Becker Road Section, as depicted in Exhibit "A" to this Agreement and shall provide a property information report or other title documentation requested by the City, in a form acceptable to the City Attorney's Office. The Parties agree that said easement will contain a provision that precludes the City and other third parties from accessing the easement before GL's Completion of Construction.

4. Reimbursement of Water and Sewer Improvements. Following Completion of Construction of the Riverland Becker Road Section, including the water and sewer mains, the City shall reimburse GL for the fees, costs, and expenses (including, without limitation, engineering, surveying and permitting fees and costs) paid by GL relating to the design and installation of the sewer (but not water) improvements installed as part of the construction of the Riverland Becker Road Section.

5. Force Majeure: Weather Days. The deadlines set forth herein are subject to extension by either 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 either 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 as to why the event is considered to be 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**"). 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 GL from constructing the Riverland Becker Road Section. If GL believes a Weather Day has occurred, GL shall submit a request for time extension within ninety (90) days after the occurrence of the Weather Days, which, in the opinion of GL, warrants such an extension with reasons clearly stated and a detailed explanation as to why the event is considered to be a Weather Day and provide sufficient documentation to support such request. If no written objection to such request for extension is received from the City within fifteen (15) business days from the date of the delivery by GL 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.

6. Satisfaction of Annexation Agreement Obligation. Upon Completion of Construction in accordance with this Agreement, any of GL's or the City's obligations which may have existed under Section 5 of the Annexation Agreement, solely with respect to Becker Road, shall be considered performed and satisfied. This Agreement is an additional obligation related to Becker Road, and shall not satisfy, alter or release any other obligations GL or the City has, if any, regarding Becker Road, pursuant to any development orders, permits or other agreements besides the Annexation Agreement. In the event there is any conflict between any terms or provisions in the Annexation Agreement and the terms or provisions of this Agreement, the terms and provisions of this Agreement shall control.

7. Defaults.

a) Defaults Relating to Subsection 3(a), 3(b) & (3)(c) of Agreement:

- i. Default by GL: If GL fails to timely perform any of its obligations pursuant to Subsection 3(a), 3(b) or (3)(c) of this Agreement, the City may send written notice (a "Default Notice") to GL specifying the nature of the default and the action required to cure the default. If GL fails to cure such default within thirty (30) days following GL's receipt of the Default Notice or if such default cannot be cured within said thirty (30) day period and fails to timely commence to cure the default within such thirty (30) days and thereafter diligently pursue completion thereof, the City may diligently complete construction of the Riverland Becker Road Section using contractors selected by the City, and to use the Security for payment of all fees, costs and expenses incurred by the City to complete the construction. The City's

sole and exclusive remedy is to recover the third-party costs and expenses incurred in completing the construction of the Riverland Becker Road Section from the Security. However, in the event the Security is insufficient to cover the costs and expenses incurred by the City, the City shall have the right to seek reimbursement directly from GL for any shortfall not covered by the Security. The City shall have no other rights or remedies against GL in the event of a default relating to Subsection 3(a), 3(b) or 3(c) of this Agreement.

- ii. Default by City: If City fails to timely perform any of its obligations pursuant to Subsection 3(a), 3(b) or 3(c) of this Agreement, GL may send a Default Notice to City specifying the nature of the default and the action required to cure the default. If City fails to cure such default within thirty (30) days following City's receipt of the Default Notice or if such default cannot be cured within said thirty (30) day period and fails to timely commence to cure the default within such thirty (30) days and thereafter diligently pursue completion thereof, GL may, as its sole and exclusive remedy, seek specific performance of such obligation. GL shall have no other rights or remedies against the City in the event of a default relating to Subsection 3(a), 3(b) or 3(c) of this Agreement.

- b) Other Defaults. For defaults other than those described in Subsection 3(a), if either Party fails to timely perform any of its obligations pursuant to this Agreement, the non-defaulting party may send a Default Notice to the defaulting party specifying the nature of the default and the action required to cure the default. If the defaulting party fails to cure such default within thirty (30) days following receipt of the Default Notice or if such default cannot be cured within said thirty (30) day period and fails to timely commence to cure the default within such thirty (30) days and thereafter diligently pursue completion thereof, the non-defaulting party may, as its sole and exclusive remedy, seek specific performance of such obligation. GL and the City shall have no other rights or remedies against the defaulting party in the event of a default pursuant to this paragraph 7(b).

8. Intersection Agreement. The City shall enter into an agreement with Mattamy Palm Beach, LLC, by March 20, 2022, for the construction of the Community and Becker Road Intersection.

9. Notices. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger or courier service, by overnight courier service, by regular United States Mail with postage prepaid, or by certified mail, return receipt requested (Airmail if international), and shall be directed to the following persons and places designated by the parties:

The City:

PORT ST. LUCIE

GL:

RIVERLAND/KENNEDY II LLC

121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attn: Russ Blackburn, City Manager

1600 Sawgrass Corp. Pkwy, Suite 400
Sunrise, FL 33323
Attn: Steven M. Helfman, Esq.

10. Miscellaneous.

(a) Amendment. Any amendments to this Agreement must be in writing and executed by both Parties with the same formalities as this Agreement.

(b) Invalid Provisions. In case 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 so far as 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.

(c) Headings. The headings contained in this Agreement are for convenience only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

(d) Time Computation. 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.

(e) Waivers. Any waiver issued by a Party of any provision of this Agreement shall only be effective if issued in writing by such Party, and shall be specific, only to the particular matter concerned, and shall not apply to any other matters. Any Party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a future waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth in this Agreement, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.

(f) Governing Law. This Agreement shall be construed and interpreted, and the rights of the Parties determined, in accordance with Florida law without regard to conflicts of law provisions. The Parties agree that proper venue for any lawsuit concerning this Agreement shall be St. Lucie County, Florida. The Parties agree to waive all defenses to any suit filed in Florida based upon improper venue or forum non-convenience. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

{g) Non-waiver of Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes, or any other provision of law.

{h) Entire Agreement. This Agreement contains the entire agreement between the Parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the Parties hereto, unless otherwise stated. No additions, alterations, or variation of the terms of this Agreement shall be valid, except as provided in Subparagraph 10(a) above. Notwithstanding anything to the contrary herein, this Agreement only relates to Section 5 of the Annexation Agreement with respect to Becker Road and does not relate to any other issues between the Parties hereto, whether arising under the Annexation Agreement or otherwise.

{i) Authority to Sign. Each individual signing this Agreement directly and expressly warrants that he/she has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she 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.

0) No Third-Party Beneficiary. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party. This Agreement has been entered into for the sole benefit and protection of the City and GL and is not intended to confer upon any other person or entity any rights or remedies hereunder. This Agreement shall not provide any third-party with any right, remedy, claim, liability, reimbursement, or other cause of action.

[Signature page immediately follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on behalf of themselves and/or their respective entities, their successors and assigns, on the Effective Date.

AGREED TO BY GL this 11th day of February, 2022:

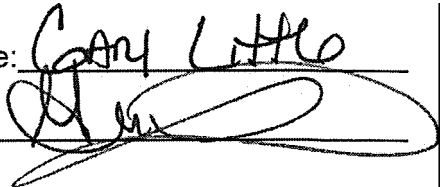
RIVERLAND/KENNEDY II, LLC, a Florida limited liability company

B.V.:
Name: Ryan Courson
Title: Authorized Signatory

Witnesses: (Two Required)

Print Name: Az\i"n. Go\ds.\--eln

Signature: L

Print Name: GARY LITTLE
Signature: 

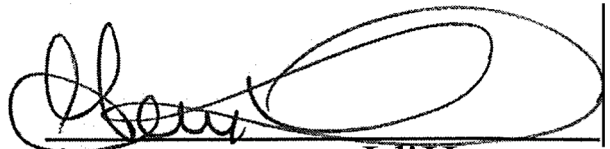
STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing Agreement was acknowledged before me by means of physical presence or online notarization on February 11th, 2022, by RYAN COURSON, as Authorized Signatory for Riverland/Kennedy II, LLC, a Florida limited liability company, on behalf of said company, who is personal known to me or has produced _____ as identification, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by _____ for the purposes therein contained.

WITNESS my hand and notarial seal.



GARY LITTLE
Commission# GG 269914
Expires April 23, 2023
Bonded Thru Budget Notary s,rv/coa


Notary Public LITTLE
Print Name: _____
My Commission Expires: 4-23-23

[SIGNATURES CONTINUE ON NEXT PAGE]

AGREED TO BY CITY this)y:rt\day of 0 022 :

By: *Russ Blackburn*

Name: Russ Blackburn

Title: City Manager

W CCS

~~Sally Walsh, City Clerk~~

APPROVED AS TO FORM AND
CORR): TNJ: SS:

James Stokes
James Stokes, City Attorney

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing Agreement was acknowledged before me by means of physical presence or online notarization on _____, 2022, by Russ Blackburn, as City Manager, for the City of Port St. Lucie, who is personal known to me or has produced _____ as identification, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by Russ Blackburn for the purposes therein contained.

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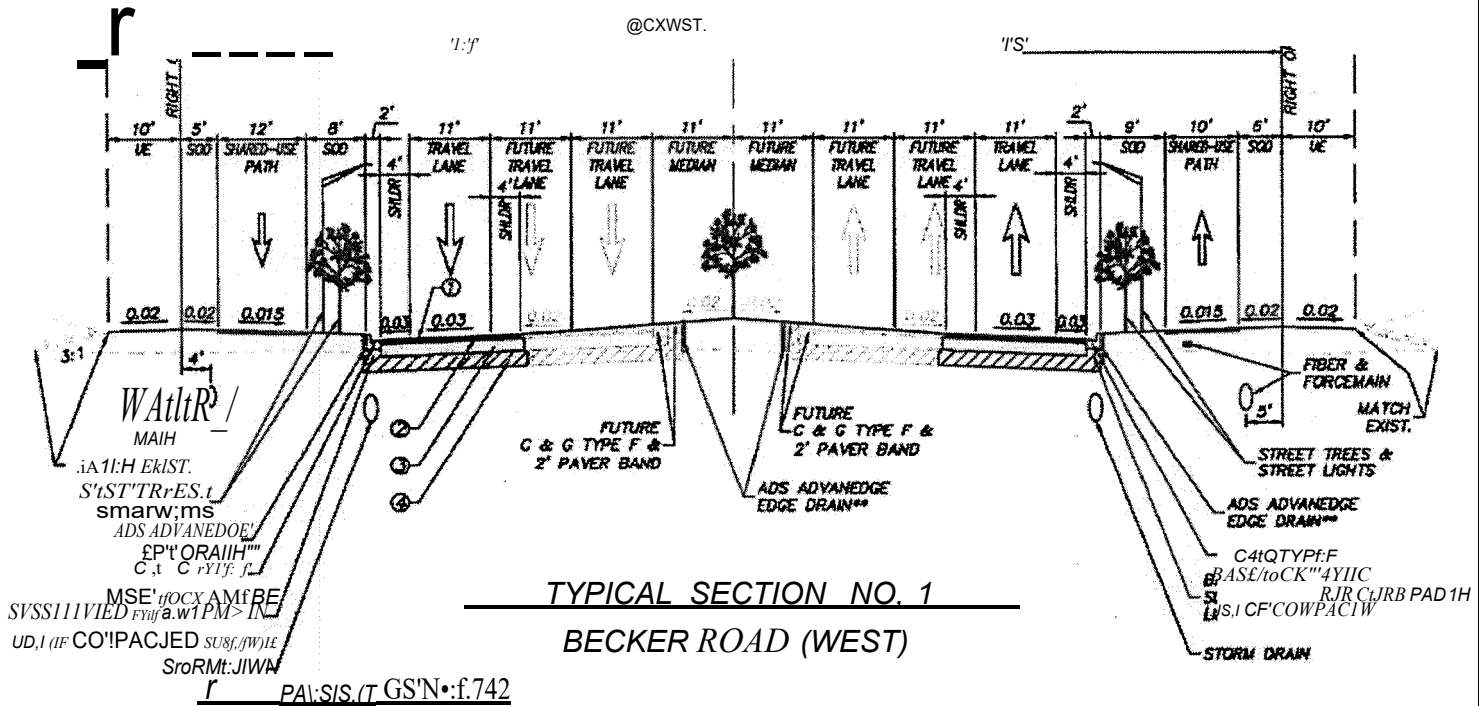
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TYPICAL SECTION NO. 1
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CITY OF PORT ST. LUCIE
 PUBLIC WORKS DEPARTMENT
 121 SW PORTS. LUCIE BIVD.
 PORT ST. LUCIE, FL 34914
 PHONE (813) 6100

BECKER ROAD WEST

PROPOSED TYPICAL SECTIONS
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Appendix D-3

ACR Becker Road Construction Agreement

**ACR BECKER ROAD
CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "**Agreement**") is made and entered into as of the date that the last party executes this Agreement ("**Effective Date**"), by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("**City**"), and **ACR Acquisition, LLC ("ACR")** as successor to ACR Properties, LLC. The City and ACR shall each be referred to herein as a "**Party**," and collectively as the "**Parties**".

RECITALS:

WHEREAS, the City and ACR are parties to that certain Annexation Agreement dated July 19, 2004, as amended by: that certain First Amendment to Annexation Agreement dated May 16, 2005, Second Amendment to Annexation Agreement dated July 11, 2005, Third Amendment to Annexation Agreement dated November 16, 2009, Fourth Amendment to Annexation Agreement dated November 16, 2009, Fifth Amendment to Annexation Agreement dated December 28, 2009, and Sixth Amendment to Annexation Agreement dated April 2, 2010 (collectively, the "**Annexation Agreement**");

WHEREAS, pursuant to Sections 5(e)(iii) and 5(e)(iv) of the Annexation Agreement, ACR, along with the other parties to the Annexation Agreement, is required to pay to the City the estimated cost of construction of a certain two-lane roadway section of Becker Road or, at the City's election, contract for the construction and/or design of such roadway;

WHEREAS, the Fourth Amendment to the Annexation Agreement provided that the initial two-lanes of the roads shown on the Existing Dedicated Road Network may, in ACR's sole discretion, be constructed on one side of the right-of-way, and Becker Road is part of such Existing Dedicated Road Network;

WHEREAS, the City has created a proposed cross-section for its desired design of Becker Road West, which is attached as **Exhibit "A"** hereto (the "**Becker Road West Cross-Section**");;

WHEREAS, pursuant to Section 5(e)(iv) of the Annexation Agreement, the City has elected to allow ACR to design and construct, using the Becker-Road West Cross- Section prepared by the City, the portion of Becker Road through the Anasca Property (as defined in the Annexation Agreement) from the western edge of the intersection of Becker Road and Roadway N/S B (n/k/a Riverland Boulevard) to the western edge of the intersection of Rangeline Road and Becker Road (the "**ACR Becker Road Section**"), and ACR has agreed to so design, permit and construct the ACR Becker Road Section, all on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, by entering into this Agreement, the City acknowledges that the demands set forth in that certain letter from the City addressed to Ramzi Akel and Mitchel Sherman, Esquire, dated November 10, 2021 (the "**Demand Letter**") have been satisfied, subject to ACR's performance of its duties and obligations under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. Recitals: Exhibits. The foregoing recitals and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

2. Surety. Within forty-five (45) business days following the Effective Date, ACR agrees to deliver to the City a surety bond in favor of the City in the amount of Thirty Two Million Six Hundred and Eight Thousand Eight Hundred Sixty One and 06/100 (\$32,608,861.06) Dollars ("**Security**"), representing the City's estimated cost for the construction of the ACR Becker Road Section set forth in the Demand Letter. In addition, within five (5) business days following the Effective Date, ACR shall deposit the full amount of the Security in a bank account and shall provide to the City a letter from a bank officer confirming such deposit. Funds equivalent to the full amount of the Security must remain in the account until the surety bond is posted in favor of the City, and ACR shall provide the City with a weekly letter from a bank officer confirming such funds remain available. From time to time during construction of the ACR Becker Road Section, ACR shall have the right to reduce the Security based on one half of the percentage completion of the work at the time of the request. In that regard, upon ACR's submission to the City of an engineer's certificate signed by the engineer of record ("EOR") certifying the percentage completion, the Security may be reduced by an amount equal to one half of such percentage. By way of example and for illustration purposes only, if the EOR certification reflects that the ACR Becker Road Section is 20% complete, the initial amount of Security shall be reduced to \$29,347,974.90 (i.e., \$32,608,861.06 multiplied by 90%). However, upon Completion of Construction, as defined in Subparagraph 3(c) below, of the ACR Becker Road Section from N/S B to N/S A, including the construction of the intersection at Becker and N/S A, a total of 50% of the Security shall be released, including any reductions during the construction of that Section. The same procedure shall then be followed for the construction of the ACR Becker Road Section from N/S A to Rangeline Road.

3. Construction of ACR Becker Road Section. ACR shall facilitate and cause, at ACR's sole cost and expense, except as provided in paragraph 4 below, the design, permitting and construction of the ACR Becker Road Section based on the Becker Road West Cross-Section (Exhibit "A" attached hereto), all as provided in this Agreement. ACR shall be responsible to prepare and obtain approval of construction plans for the ACR Becker Road Section rights-of-way. The Parties acknowledge and agree that the ACR Becker Road Section includes design, permitting and construction of the intersections of Becker Road and Roadway N/S A and Becker Road and Rangeline Road. ACR shall be

responsible for the design, permitting and construction of a 12" water main that begins at west of the intersection of Becker Road and NS B, and ends at the intersection of Becker Road and Rangeline Road on the west. ACR shall also be responsible for fire hydrants on the ACR Becker Road Section, and such fire hydrants must meet City and St. Lucie County Fire District requirements. ACR and the City will determine in accordance with City code whether that water main shall run entirely directly down Becker Road, or whether it shall run, in part, through ACR's property. ACR shall not be responsible for the design, permitting and construction of a sewer main in the ACR Becker Road Section.

(a) Construction Plans and Permit Applications. Within one hundred twenty (120) days following the Effective Date, ACR (i) shall furnish to the City and South Florida Water Management District (the "**District**") a 60% complete set of design and construction drawings, plans and specifications ("60% Construction Plans") for the portion of the ACR Becker Road Section from Roadway NS B (beginning west of the intersection) to Roadway NS A based on the Becker Road West Cross-Section. The City shall review and provide comments on the 60% Construction Plans within twenty-one (21) days of receipt. Within fifteen (15) days of receipt of City comments on the 60% Construction Plans, ACR shall furnish to the City a 100% complete set of design and construction drawings, plans and specifications ("100% Construction Plans"). The City shall review and provide approval or comments on the 100% Construction Plans within twenty-one (21) days of receipt. ACR agrees to respond to any additional comments within fifteen (15) days and supply corrected 100% Construction Plans until the City gives final approval, with the City either giving final approval of, or additional comments to, the corrected 100% Construction Plans (and any additional corrections thereto required by the City) within twenty-one (21) days of receipt. Within seven (7) days of the City's approval of the 100% Construction Plans, ACR shall provide a final subdivision plat for the road right of way for processing of approval by the City Council, which processing shall be completed within thirty (30) days of submission by ACR. ACR agrees to respond to comments received from the District based on the same fifteen (15) day response time that ACR has to respond to City comments. ACR shall provide the City a copy of the District permit within three (3) days of ACR's said permit. The City shall issue its engineering and utilities permits for the corrected 100% Construction Plans within seven (7) days of receipt of said plans and receipt of the District permit. Such drawings, plans and specifications, and the construction of the ACR Becker Road Section, shall be in accordance with all applicable laws, rules, and regulations, and shall follow all FHWA/FOOT design criteria. The 100% Construction Plans shall provide for the roadway drainage, treatment and ultimate positive discharge of stormwater as required by the City and the District. Within seven hundred and twenty (720) days following the Effective Date, ACR (i) shall furnish to the City a 100% complete set of design and construction drawings, plans and specifications ("Construction Plans") for the portion of the ACR Becker Road Section from Roadway NS A to Rangeline Road based on the Becker Road West Cross-Section; and (ii) shall receive all required permits. Such drawings, plans and specifications, and the construction of the ACR Becker Road Section, shall be in accordance with all applicable laws, rules, and regulations, and shall follow all FHWA/FOOT design criteria. The 100% Construction Plans and Construction Plans shall

provide for the roadway drainage, treatment and ultimate positive discharge of stormwater as required by the City and the District.

(b) Permits for Construction. ACR shall diligently seek and obtain from the City, and any other applicable governmental authorities, all required permits and approvals as may be required for construction of the ACR Becker Road Section. The City agrees to cooperate with ACR's efforts to obtain all such permits and approvals necessary to construct the ACR Becker Road Section in accordance with this Agreement and any other applicable state or local laws, rules, or regulations. City shall cooperate with ACR to obtain the necessary street lighting agreement(s) between the City and FPL for any streetlights to be installed. City shall execute said FPL street lighting agreement(s) when they are available to the City and return copies of the executed agreements to ACR in a timely manner.

(c) Completion of Construction. ACR shall obtain Completion of Construction (as defined below) of the portion of the ACR Becker Road Section from Roadway NS B to NS A no later than fifteen (15) months following ACR's receipt of all required permits and approvals for construction of that portion as provided in Subparagraphs 3(a) and 3(b) above, and of the portion of the ACR Becker Road Section from Roadway NS A to Rangeline Road no later than fifteen (15) months following ACR's receipt of all required permits and approvals for construction of that portion as provided in Subparagraphs 3(a) and 3(b) above. In the event ACR submits for and obtains permit for the entire ACR Becker Road Section from NS B to Rangeline Road at the same time, ACR shall complete the ACR Becker Road Section from NS A to Rangeline Road no later than thirty-six (36) months from the Effective Date. However, this does not impact the Completion of Construction date for NS A to NS B. For purposes of this Agreement, "**Completion of Construction**" requires (i) a written Certificate of Completion issued by the EOR to the City, (ii) a final walk-through and acceptance by the City of the ACR Becker Road Section in accordance with Section 156.150 of the City Code, (iii) conveyance of the 10' utility easements pursuant to Subparagraph 3(d), and (iv) ACR's posting of a one- year maintenance bond in a principal amount equal to 15% of the actual cost of construction of the ACR Becker Road Section pursuant to Section 156.146 of the City Code.

Any delays beyond the direct and immediate control of ACR for the installation of FPL street lighting shall not be the basis of any default by ACR, a Certificate of Completion shall not be withheld by the EOR based on any such delays, the Completion of Construction shall not be considered delayed on the basis of any such delays, and the opening of the road for traffic shall not be delayed based on any such delays.

(d) Utility Easements. Within one hundred eighty days (180) days of the Effective Date, ACR shall convey to the City a 10' utility easement on the south side of the ACR Becker Road Section and shall provide a property information report or other title documentation requested by the City, in a form acceptable to the City Attorney's Office. The Parties agree that said easement will contain a provision that precludes the

City and other third parties from accessing the easement before ACR's Completion of Construction. Notwithstanding the foregoing, prior to Completion of Construction, the City and its FPL approved contractor(s) may access said easement solely for the purpose of installing FPL conduit in the easement area provided (i) all necessary FPL conduit is installed at the same time, and (ii) the City works with ACR to ensure installation of FPL conduit does not interfere with ACR's development activities. Within three hundred and sixty (360) days of the Effective Date, ACR shall also convey to the City a 10' utility easement on the north side of the ACR Becker Road Section and shall provide a property information report or other title documentation requested by the City, in a form acceptable to the City Attorney's Office. The Parties agree that said easement will contain a provision that precludes the City and other third parties from accessing the easement before ACR's Completion of Construction.

4. Force Majeure: Weather Days. The deadlines set forth herein, are subject to extensions by either 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 either 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 considered to be 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**"). 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 ACR from constructing the ACR Becker Road Section. If ACR believes a Weather Day has occurred, ACR shall submit a request for time extension within ninety (90) days after the occurrence of the Weather Days, which, in the opinion of ACR, warrants such an extension with reasons clearly stated and a detailed explanation given with sufficient documentation as to why the event is considered to be a Weather Day. If no written objection to such request for extension is received from the City within fifteen (15) business days from the date of the delivery by ACR 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.

5. No Effect on Other Agreements. The City and ACR agree that this Agreement shall not satisfy, alter, or release any obligations ACR or the City has, if any, regarding Becker Road pursuant to any development orders, permits or other agreements including the Annexation Agreement. Notwithstanding anything to the contrary herein, nothing in this Agreement will affect any of the claims or defenses that are or may be brought by the City or ACR in Case No. 56-2015-CA-000337 pending in the Circuit Court of the 19th Judicial Circuit in and for St. Lucie County, Florida.

6. Default.

a) Defaults Relating to Subsection 3(a), 3(b) & (3)(c) of Agreement:

- i. Default by ACR: If ACR fails to timely perform any of its obligations pursuant to Subsection 3(a), 3(b) or (3)(c) this Agreement, the City may send written notice (a "Default Notice") to ACR specifying the nature of the default and the action required to cure the default. If ACR fails to cure such default within thirty (30) days following ACR's receipt of the Default Notice or if such default cannot be cured within said thirty (30) day period and fails to timely commence to cure the default within such thirty (30) days and thereafter diligently pursue completion thereof, the City may diligently complete construction of the ACR Becker Road Section using contractors selected by the City, and to use the Security for payment of all fees, costs and expenses incurred by the City to so complete the construction. The City's sole and exclusive remedy is to recover the third-party costs and expenses incurred in completing the construction of the ACR Becker Road Section from the Security. However, in the event the Security is insufficient to cover the costs and expenses incurred by the City, the City shall have the right to seek reimbursement directly from ACR for any shortfall not covered by the Security. The City shall have no other rights or remedies against ACR in the event of a default relating to Subsection 3(a), 3(b) or 3(c) of this Agreement.
- ii. Default by City: If City fails to timely perform any of its obligations pursuant to Subsection 3(a), 3(b) or (3)(c) this Agreement, ACR may send a Default Notice to City specifying the nature of the default and the action required to cure the default. If City fails to cure such default within thirty (30) days following City's receipt of the Default Notice or if such default cannot be cured within said thirty (30) day period and fails to timely commence to cure the default within such thirty (30) days and thereafter diligently pursue completion thereof, ACR may, at its sole and exclusive remedy, seek specific performance of such obligation. ACR shall have no other rights or remedies against the City in the event of a default relating to Subsection 3(a), 3(b) or 3(c) of this Agreement.

b) Other Defaults. For defaults other than those described in Subsection 6(a), if either Party fails to timely perform any of its obligations pursuant to this Agreement, the non-defaulting party may send a Default Notice to the defaulting party specifying the nature of the default and the action required to cure the default. If the defaulting party fails to cure such default within thirty (30) days following receipt of the Default Notice or if such default cannot be cured within said thirty (30) day period and fails to timely commence to cure the default within such thirty (30) days and thereafter diligently pursue completion thereof, the non-defaulting party may, as its sole and exclusive remedy, seek specific performance of such obligation. ACR and the City shall have no other rights or remedies against the defaulting party in the event of a default pursuant to this Subparagraph 6(b).

7. Intersection Agreement. The City shall enter into an agreement with Mattamy Palm Beach, LLC by March 20, 2022, for the construction of the Community and Becker Road Intersection.

8. Notices. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger or courier service, by overnight courier service, by regular United States Mail with postage prepaid, or by certified mail, return receipt requested (Airmail if international), and shall be directed to the following persons and places designated by the parties:

The City:

PORT ST. LUCIE
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attn: Russ Blackburn, City Manager

ACR:

ACR ACQUISITION, LLC
5300 W. Atlantic Ave 505
Delray Beach, FL 33484
Attn: Alexander Akel

9. Miscellaneous.

(a) Amendment. Any amendments to this Agreement must be in writing and executed by both Parties with the same formalities as this Agreement.

(b) Invalid Provisions. In case 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 so far as 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.

(c) Headings. The headings contained in this Agreement are for convenience only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

(d) Time Computation: 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.

(e) Waivers. Any waiver issued by a Party of any provision of this Agreement shall only be effective if issued in writing by such Party, and shall be specific, only to the particular matter concerned, and shall not apply to any other matters. Any Party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a future waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth in this Agreement, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.

(f) Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The Parties agree that proper venue for any suit concerning this Agreement shall be St. Lucie County, Florida. The Parties agree to waive all defenses to any suit filed in Florida based upon improper venue or forum non-convenience. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

(g) Non-waiver of Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida statutes or any other provision of law.

(h) Entire Agreement. This Agreement contains the entire agreement between the Parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the Parties hereto, unless otherwise stated. No additions, alterations, or variation of the terms of this Agreement shall be valid, except as provided in Subparagraph 9(a) above. Notwithstanding anything to the contrary herein, this Agreement only relates to Section 5 of the Annexation Agreement with respect to Becker Road, and does not relate to any other issues between the parties hereto, whether arising under the Annexation Agreement or otherwise.

(i) Authority to Sign. Each individual signing this Agreement directly and expressly warrants that he/she has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she 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.

(j) No Third-Party Beneficiary. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party. This Agreement has been entered into for the sole benefit and protection of the City and ACR and is not intended to confer upon any other person or entity any rights or remedies hereunder. This Agreement shall not provide any third-party with any right, remedy, claim, liability, reimbursement, or other cause of action.

[Signature page immediately follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on behalf of themselves and/or their respective entities, their successors and assigns, on the Effective Date.

AGREED TO BY ACR this 1 day of February, 2022:

ACR ACQUISITION, LLC

By: [Signature]
Name: Alexander Akel
Title: Vice President

Witnesses: (Two Required)

Print Name: [Signature]

Signature: _____

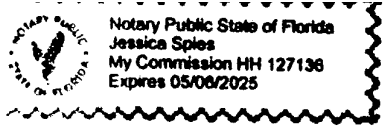
Print Name: Gainys Velasquez

Signature: [Signature]

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me by means of physical presence or online notarization on February 7, 2022, by: Alexander Akel, as Vice President of ACR Acquisition, LLC, on behalf of said company, who is personal known to me or has produced _____ as identification, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by Alexander Akel for the purposes therein contained.

WITNESS my hand and notarial seal.



[Signature]
Notary Public
Print Name: Jessica Spies
My Commission Expires: 05/06/2025

[SIGNATURES CONTINUE ON NEXT PAGE]

AGREED TO BY CITY **this** day of September, 2022:

By: ----- P-iffirName : Russ Blackburn

Title: City Manager

s5

Sally Walsh, City Clerk

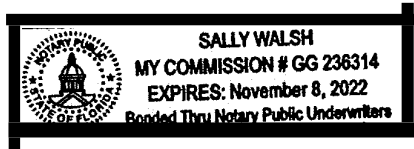
APPROVED AS TO FORM AND
CORRECTN SS:

[Signature]
James Stokes, City Attorney

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing Agreement was acknowledged before me by means of physical presence or online notarization on _____, 2022, by Russ Blackburn, as City Manager, for the City of Port St. Lucie, who is personal known to me or D has produced _____ as identification, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by Russ Blackburn for the purposes therein contained.

WITNESS my hand and notarial seal.



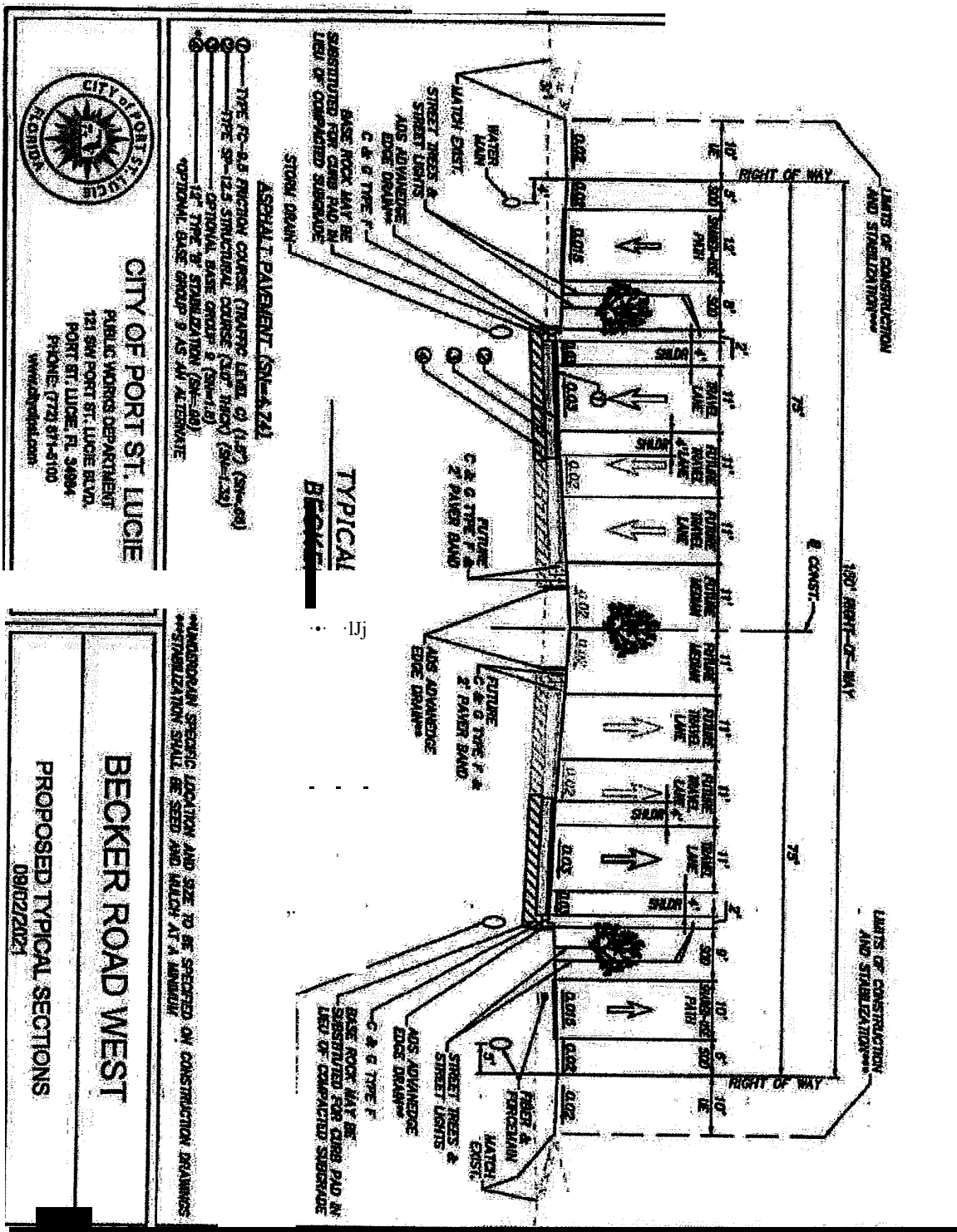
[Signature]

Notary Publics

Print Name: e..JJ.11
My Commission Expires: doo

EXHIBIT "A"

Becker Road West Cross-Section



CITY OF PORT ST. LUCIE
 PUBLIC WORKS DEPARTMENT
 121 SW PORT ST. LUCIE BLVD.
 PORT ST. LUCIE, FL 34994
 PHONES: (872) 874-5100
 WWW.PORTSTLUCIE.COM

BECKER ROAD WEST
 PROPOSED TYPICAL SECTIONS
 09/02/2021