

**AGREEMENT TO MAINTAIN LANDSCAPING AND RELATED
IMPROVEMENTS LYING WITHIN CERTAIN RIGHTS-OF-WAY
(RIVERLAND)**

THIS AGREEMENT TO MAINTAIN LANDSCAPING AND RELATED IMPROVEMENTS LYING WITHIN CERTAIN RIGHTS-OF-WAY (the "**Agreement**") is made and entered into as of March 24, 2025, by and between RIVERLAND COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation (the "**Community Association**"), and the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation (the "**City**"). Community Association and City are collectively referred to herein as the "**Parties**."

RECITALS:

WHEREAS, the Community Association is a Florida not for profit corporation established for the operation and maintenance of the master-planned residential community known as "Riverland"; and

WHEREAS, the City owns certain public road "Rights-of-Way" located within Riverland (as defined below); and

WHEREAS, Riverland Development Company, LLC (the "**Developer**") is the entity constructing certain improvements within the Rights-of-Way; and

WHEREAS, Developer has or will be requesting that the City accept the "Rights-of-Way Improvements" (as defined below) and the City has agreed or in the future will be agreeing to accept such Rights-of-Way Improvements subject to the Developer securing final approval and acceptance in accordance with the provisions of Section 156.148 of the Code of Ordinances of the City (following such approval, each an "**Accepted Roadway Segment**," as designated on **Exhibit A**), on a segment by segment basis; and

WHEREAS, the Community Association has decided that it would be within its best interest for certain Rights-of-Way Improvements lying within certain Accepted Roadway Segments to be maintained according to improved maintenance standards and at a level of service greater than customarily provided by the City, upon acceptance of the City of the corresponding Accepted Roadway Segment (the "**Maintained Roadway Segment**," as designated on **Exhibit A**); and

WHEREAS, upon approval and acceptance of each Accepted Roadway Segment, the City will own each Accepted Roadway Segment, including all Rights-of-Way Improvements within such segments, and the Community Association and City recognize the need for an agreement designating and setting forth the responsibilities of each party regarding maintenance of the Rights-of-Way Improvements lying within each Accepted Roadway Segment following such approval and acceptance;

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Community Association and City, intending to be legally bound, do hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Definitions**. Except as otherwise provided, as used in this Agreement, the following terms shall have the meanings set forth below:
 - a) "Decorative Hardscape Improvements" shall mean and refer to decorative hardscape improvements installed by Developer, but not required by the City, if any, such as decorative paving, decorative structures, bridge/retaining wall paint, fencing, and landscape lighting.

b) "Florida Greenbook" shall mean the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, as adopted by the Florida Department of Transportation (June 2017 edition), as amended.

c) "Hardscape Improvements" shall mean hardscape improvements installed by Developer, such as, pavement, curbing, street drainage facilities, on-street bike paths (if any), sidewalks, shared-use paths, water and sewer mainlines, "CON/SPAN" bridges and associated retaining walls required by the City to be installed within the Rights-of-Way.

d) "Irrigation Facilities" shall mean irrigation pumps, pump stations, wells, zonal distribution lines, communication wires, heads, clocks, valves, controls, fencing surrounding the irrigation pumps and/or stations, related electrical panels, cell cards, electrical wiring and wire paths, and related facilities. Such Irrigation Facilities, including the irrigation pump stations, shall be designed and maintained to solely irrigate the landscaping within the Roadway Segments.

e) "Landscaping" shall mean sod, plant materials, trees and mulch installed by Developer within the Roadway Segments.

f) "Maintenance Services" shall mean the maintenance activities of the Community Association in the Roadway Segments described in Exhibit A including, but not limited to, the Community Association's Obligations as detailed in Section 3 of this Agreement.

g) "Non-Regulatory Signs" shall mean directional, location, informational, and other signs, including monument signs, and decorative lighting fixtures, devices, equipment and controls for illuminating other Non-Regulatory Signs, but shall not include Regulatory Signs or Street Lights.

h) "Regulatory Signs" shall mean official municipal traffic regulatory signs and other traffic control devices as defined in Section 316.003(48), Florida Statutes.

i) "Rights-of-Way" shall mean, collectively, the public road rights-of-way of certain roadway segments located within the boundaries of Riverland.

j) "Rights-of-Way Improvements" shall mean, collectively, the Decorative Hardscape Improvements, Hardscape Improvements, Irrigation Facilities, Landscaping, Non-Regulatory Signs, Regulatory Signs and Street Lights constructed or installed within the Rights-of-Way.

k) "Roadway Segments" shall mean, collectively, the arterial and collector roadway segments located within the Rights-of-Way.

l) "Street Lights" shall mean the overhead light fixtures, devices, equipment, poles, and controls designed, installed, and maintained for illuminating the Roadway Segments, but shall not include any fixture mounted on traffic signal or traffic control mast arms.

3. Community Association's Obligations.

a) Commencing upon acceptance of the corresponding Roadway Segment by the City, the Community Association hereby agrees to maintain the following improvements installed by the Developer within the Maintained Roadway Segments as more fully set forth below:

(i) **Landscaping.** For purposes of this Agreement, maintenance of the Landscaping shall include maintenance according to generally accepted maintenance standards and in no event less than the more rigorous of (i) the applicable standard set forth in Chapter 10, Section B.5.b, Routine Maintenance, of the Florida Greenbook as applied within the City, or (ii) the current applicable City standard. Such maintenance shall include: (1) watering and fertilizing all plants and trees (as applicable) and keeping them as free as reasonably practicable from disease and harmful insects; (2) mulching the plant beds; (3) periodic clearing of weeds including within hardscape improvements or decorative hardscape improvements; (4) periodic mowing and/or cutting the grass; (5) pruning plants and trees as may be necessary, including removing dead or diseased parts of plants and trees and pruning such plants or trees that present a visual hazard for those using the roadway, not less than twelve (12) times annually; (6) removing all or parts of, or replacing in their entirety, dead or diseased plants, or plants that fall below a minimum grade of Florida No. 1 in accordance with the

latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants," and replacing removed plants with plants consistent with the general intent of the original plans and specifications; provided, however, replacement is not required if the plants require replacement due to disease, wildlife and/or pests outside the control of the Community Association; (7) removing litter; and (8) performing wet checks of the irrigation zonal distribution lines and performing limited incidental repairs or replacements of irrigation heads and/or lateral lines after the zonal valves. In the event of a tropical storm, hurricane or other Act of God, Community Association will have the right, but not the obligation, to upright and/or remove any fallen or dislodged trees within the Maintained Roadway Segments and shall not be required to replace any trees that are removed as a result of such event. Access to the irrigation pump and control panels shall be granted by City to Community Association for the limited purpose of performing regular irrigation wet checks. City shall have access to the irrigation pump to address storm events and provide maintenance, repair and replacement as needed. An integrated pest management plan will be implemented by Community Association and reports concerning such plan may be made available to City upon request.

(ii) **Decorative Hardscape Improvements.** Maintenance of the Decorative Hardscape Improvements shall include periodic cleaning, painting, and repairing the Decorative Hardscape Improvements and keeping such items in good order. Community Association shall have the right, but not obligation, to replace or remove any Decorative Hardscape Improvement that is damaged beyond repair or destroyed but must remove them if they pose a traffic or safety hazard and restore the area to remedy the hazard.

(iii) **Non-Regulatory Signs.** Maintenance of the Non-Regulatory Signs shall include periodic cleaning and repairing the Non-Regulatory Signs and keeping such items in good order. Community Association shall have the right, but not obligation, to replace or remove any Non-Regulatory Sign that is damaged beyond repair or destroyed but must remove them if they pose a traffic or safety hazard and restore the area to remedy the hazard. Notwithstanding the foregoing, Community Association shall not be responsible for any fees, costs or expenses related to removal, relocation, alteration, or replacement caused or necessitated by modifications to the Accepted Roadway Segments undertaken by the City after the Effective Date, as more fully set forth in Section 4(b) below. In the event the Community Association seeks any removal, relocation, alteration or other modifications within the Accepted Roadway Segments, Community Association will be responsible for related fees, costs or expenses.

b) All maintenance for which Community Association is responsible under this Agreement, and the installation of any new or additional Rights-of-Way Improvements by or on behalf of Community Association (if any) shall be performed by contractors retained for such purpose by Community Association, and not by its own employees. Community Association agrees to require any and all of the contractors who enter upon and perform work within the Maintained Roadway Segments to obtain and maintain in full force and effect insurance insuring against loss or liability in connection with bodily injury, death, property damage, or destruction occurring on or about the Maintained Roadway Segments as set forth in the attached **Exhibit B**. The City shall be named as an additional insured under the policies in the manner described in **Exhibit B**. Prior to any contractor entering onto and commencing work within the Maintained Roadway Segments, Community Association shall deliver to the City certificates of insurance for such contractor evidencing the coverages required by this paragraph.

c) To the extent permitted by law, the Community Association agrees to release, waive, relinquish, discharge, hold harmless, and indemnify the City, its officers, elected officials, employees, agents, successors, and assigns, from any and all claims, actions, causes of action, liens (including mechanic's liens and materialman's liens), demands, and liabilities of any nature and character whatsoever, that may arise in any manner from or relate to the Community Association's maintenance activities on the Maintained Roadway Segments. The Community Association shall defend and be responsible for any and all costs, fees, and expenses for any action or proceeding brought against the City, its officers, elected officials, employees, agents, successors, and assigns, for any and all matters arising from or relating to the Community Association's maintenance activities on the Maintained Roadway Segments. The types of claims, actions, causes of action, demands and liabilities that are released, waived, discharged, relinquished, and will be indemnified herein include, but are not limited to, claims for acts of the Community Association's contractors, agents, employees, and consultants. Further, the Community Association understands that the release, hold harmless, and indemnification agreement detailed in this paragraph shall inure to the benefit of the City, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind the Community Association as well as its legal representatives, members, assigns, and successors in interest. The foregoing indemnities with respect to any waiver of sovereign immunity shall be limited to the extent specified in Section 768.28, Florida Statutes. This paragraph shall not be construed to constitute an agreement by the Community

Association to indemnify the City for the willful or malicious misconduct or negligent actions performed by and/or caused by the City or its officers, elected officials, consultants, experts, contractors, employees, or agents acting for or on behalf of the City.

d) Community Association shall have the right, but not the obligation, to clean and/or paint any Hardscape Improvements located within any Maintained Roadway Segment, including, without limitation, pressure-washing (but not painting) concrete sidewalks, pathways or curbing.

e) If Community Association should fail to properly maintain any of the foregoing improvements, then City may provide Community Association with written notice thereof, whereupon the Community Association shall have forty-five (45) days after receipt of such written notice to cure such violation, or if such violation cannot be reasonably cured within such forty-five (45) day period, then the Community Association shall commence to cure such violation within such forty-five (45) day period, and shall thereafter proceed to complete such cure. If the Community Association does not cure or commence to cure such violation as required within the foregoing period or does not diligently proceed to complete such cure within a reasonable period of time, then the City shall have the right, but not the obligation, to conduct maintenance activities and be reimbursed the actual and reasonable expenses of those services from the Community Association. Notwithstanding the notice requirements above, the City may make take any actions necessary to remedy any traffic or safety hazard and restore the area to remedy the hazard and be reimbursed for the actual and reasonable costs of such repairs from the Community Association.

f) The purpose of this Agreement is to delineate the maintenance obligations of Community Association. Nothing in this Agreement shall be construed to limit or restrict the rights of the City to maintain or modify the Rights-of-Way and their associated improvements. Nothing in this Agreement shall be construed to grant the Community Association any rights to modify the Maintained Roadway Segments in any manner except as expressly provided herein. Any modifications by the Community Association shall be subject to the approval of the City. Community Association shall obtain all applicable permits and comply with all applicable rules and regulations for all activities in the Rights-of-Way.

4. City's Obligations.

a) Except for the Rights-of-Way Improvements within the Maintained Roadway Segments to be maintained by Community Association as specifically set forth in Section 3.a. above, the City shall remain responsible for all maintenance, repair, replacement and operation of the Accepted Roadway Segments and all Rights-of-Way Improvements within such Accepted Roadway Segments, including, without limitation, maintenance, repair, replacement of the: i) paved portions of all public roads located within the Accepted Roadway Segments and all Hardscape Improvements located on or within such segments; ii) Regulatory Signs, which shall be according to the adopted standards of the City and Section 316.003(48), Florida Statutes; iii) Street Lights pursuant to any requirements of Florida Power and Light (including, without limitation, maintaining active accounts in good standing with Florida Power and Light for the electricity required to power the such streetlights); iv) Landscaping located in any Accepted Roadway Segments that are not Maintained Roadway Segments as defined herein, which shall be maintained in accordance with the standards and requirements set forth in Section 3.a.(i) above; v) Landscaping replacements within all Accepted Roadway Segments, including the Maintained Roadway Segments (unless required to be replaced by Community Association as set forth in Section 3.a.(i) above); and vi) Irrigation Facilities, including, without limitation, the cost of any irrigation pump service and/or monitoring agreements, maintaining active accounts in good standing with Florida Power and Light for the electricity required to power the Irrigation Facilities and maintaining an active account for cell card communication, as needed, for the Irrigation Facilities. Such obligations will commence upon acceptance of the corresponding Accepted Roadway Segment by the City.

b) In the event the City proposes any modifications to any Accepted Roadway Segments and/or the Rights-of-Way Improvements within such Accepted Roadway Segments, the City shall provide written notice to Community Association as soon as practicable in the planning process for such proposed modifications. The notice shall identify all affected Accepted Roadway Segments and the anticipated impact of the proposed modifications, if any, on the Rights-of-Way Improvements within the affected Accepted Roadway Segments. The City shall be responsible for all costs of removal or alteration of Rights-of-Way Improvements as necessary to undertake the City's proposed modifications to the Accepted Roadway Segments, but shall not be required to relocate or replace such Improvements. The City shall also be responsible for the maintenance, repair, replacement and operation of all modified Accepted Roadway Segments and/or Rights-of-Way Improvements within such modified segments.

5. **Effective Date, Term and Termination.** The term of this Agreement shall be deemed effective as of the later of the date of (i) filing this Agreement with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County, or (ii) the City's first acceptance of a Roadway Segment in accordance with the provisions of Section 156.148 of the Code of Ordinances of the City. This Agreement, once effective, shall run in perpetuity, provided, however, that either Party shall have the right to terminate this Agreement, with or without cause, by written notice to the other Party sent not less than one hundred twenty (120) days prior to such termination. Such termination by the Community Association may relate to either the entire Agreement or to certain Maintained Roadway Segments as designated by Community Association in such written notice. The written notice shall be sent in accordance with Section 6(e) below. Upon such termination, the City shall resume responsibility for all maintenance, repair, replacement and operation of all Rights-of-Way Improvements within the affected Accepted Roadway Segments.

6. **Public Records.**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. Community Association shall comply with Florida's Public Records Law, and as may be amended from time to time, for records related to the Maintenance Services provided by the Community Association pursuant to this Agreement. Pursuant to Section 119.0701, Florida Statutes, Community Association agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the City in order to perform the Maintenance Services, as required under Chapter 119.0701, Florida Statutes;
 1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
 2. During the term of the Agreement, the Community Association shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to the Maintenance Services provided by the Community Association pursuant to this Agreement.
 3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Community Association's records under this Agreement include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, correspondence, reports, system plans, and all other documentation related to the Maintenance Services provided by the Community Association pursuant to this Agreement.
 4. The Community Association agrees to make available to the City, during normal business hours all books of account, reports, and records relating to the Maintenance Services provided by the Community Association pursuant to this Agreement upon reasonable written notice from the City.
 5. Failure to provide the public records to the City within a reasonable time following written notice provided to the Community Association as provided in Section 7(e) below may also subject Community Association to penalties under Section 119.10, Florida Statutes, and as may be amended from time to time and unilateral cancellation of the Agreement by the City.
- B. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the Agreement term and following completion of the Agreement if the Community Association does not transfer the records to the City; and

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

Nothing herein shall be construed to narrow the scope of the obligations of the Community Association under Florida public record laws. Any language of limitation with regard to public records is solely intended to express the understanding of the parties as to the scope of application of the public record laws to the Community Association at the time of execution. Community Association shall be bound to comply with Florida public record law which extends to all public records generated by or in the possession of the Community Association in the scope of performance of services for the City. Nothing in this Agreement shall be construed as requiring the Community Association to keep, maintain, or produce records other than those necessary to comply with Florida public records law. Such records are limited to those that are related to the Community Association's Maintenance Services set forth in this Agreement.

IF THE COMMUNITY ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS MAY BE AMENDED FROM TIME TO TIME, TO THE COMMUNITY ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

7. Miscellaneous Provisions.

a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

b) In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of the Agreement shall be construed to be in full force and effect.

c) In the event of any litigation between the Parties under this Agreement: (i) the Parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida, and (ii) venue shall be laid exclusively in St. Lucie County, Florida. Each Party hereto expressly waives any rights under any law or rule to cause any such proceeding to be brought or heard in or transferred to any other court.

d) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and captions and section headings are inserted for convenience only and shall be disregarded when interpreting the Agreement.

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

If to City:

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

With copy to:

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

If to Community Association:

Riverland Community Association, Inc.
Attention: President
1600 Sawgrass Corp. Parkway, Suite 400
Sunrise, Florida 33323

With copy to:

Riverland Development Company, LLC
Attention: General Counsel
1600 Sawgrass Corp. Parkway, Suite 400
Sunrise, Florida 33323

f) The Community Association shall comply with all applicable requirements of Florida Statutes Chapter 720 with respect to the records, documents and papers of the Community Association, and any request for such information.

g) This Agreement constitutes the entire understanding and agreement between the Parties and may not be changed, altered or modified except by an instrument in writing signed by both Parties hereto and authorized by their respective governing boards/bodies, as applicable. This Agreement shall be binding upon the Parties and their respective successors and assigns.

h) Each Party has participated in negotiating and drafting this Agreement such that the Agreement represents the fully negotiated and fair agreement of the Parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

i) Whenever any review or approval is required from a Party, such Party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each Party agrees that it will act reasonably in exercising its review and approval functions under this Agreement and that no approval shall be unreasonably delayed nor withheld.

j) This Agreement has been entered into for the sole benefit and protection of the Parties and no other person or entity shall have any right of action under or by reason of this Agreement.

k) An electronic reproduction of any original signature(s) on a part or counterpart(s) of the Agreement is hereby authorized and shall be acknowledged as if such electronic reproduction was an original execution. The Parties agree to accept a digital image of the Agreement as executed, as a true and correct original and admissible as best evidence for the purposes of State law and Federal law.

[This space left intentionally blank. Signature block to follow on page 8 below.]

EXECUTED as of the date above indicated in several counterparts, each of which shall be deemed an original, but all constitute only one and the same Agreement.

COMMUNITY ASSOCIATION:

RIVERLAND COMMUNITY ASSOCIATION, INC.,
a Florida not for profit corporation

By:  _____
Troy DiNicola, President

CITY:

CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

Sally Walsh, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Richard Berrios, City Attorney

EXHIBIT A

Agreement – Roadway Segments

<u>Project Number</u>	<u>Legal Description</u>	<u>Accepted Roadway Segment</u>	<u>Maintained Roadway Segment</u>
P19-075	DISCOVERY WAY ACCORDING TO DISCOVERY WAY AT RIVERLAND PARCEL A, AS RECORDED IN PLAT BOOK 85, PAGE 15	5/23/2022	YES
P19-143	RIVERLAND BOULEVARD ACCORDING TO RIVERLAND BOULEVARD AT RIVERLAND PARCEL C, AS RECORDED IN PLAT BOOK 85, PAGE 19	5/23/2022	YES
P16-206	COMMUNITY BOULEVARD ACCORDING TO COMMUNITY BOULEVARD AT RIVERLAND PARCEL A – PHASE 1, AS RECORDED IN PLAT BOOK 75, PAGE 25	6/13/2022	YES
P19-193	COMMUNITY BOULEVARD ACCORDING TO COMMUNITY BOULEVARD AT RIVERLAND PARCEL A – PHASE 2, AS RECORDED IN PLAT BOOK 85, PAGE 35	02/27/2023	YES
P20-238	RIVERLAND BOULEVARD ACCORDING TO RIVERLAND BOULEVARD AT RIVERLAND PASEO OVERPASS, AS RECORDED IN PLAT BOOK 96, PAGE 5	12/09/2024	YES
P21-014	DISCOVERY WAY ACCORDING TO DISCOVERY WAY AT RIVERLAND PARCEL C, AS RECORDED IN PLAT BOOK 94, PAGE 32	8/12/2024	YES
P21-067	COMMUNITY BOULEVARD ACCORDING TO COMMUNITY BOULEVARD AT RIVERLAND PARCEL B, AS RECORDED IN PLAT BOOK 96, PAGE 27	8/12/2024	YES
P21-157	SW MARSHALL PARKWAY ACCORDING TO MARSHALL PARKWAY AT RIVERLAND PARCEL B – PHASE 1, AS RECORDED IN PLAT BOOK 108, PAGE 18	TBD	TBD
P22-210	RIVERLAND BOULEVARD AT RIVERLAND PARCEL D, AS RECORDED IN PLAT BOOK 117, PAGE 24	TBD	TBD

NOTE: ALL RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT B

Agreement – Insurance Requirements

Prior to the commencement of any work contemplated by this Agreement, Community Association must provide the CITY a certificate of insurance evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Commercial General Liability Insurance: Community Association shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: Community Association shall provide an Additional Insured endorsement attached to the certificate of insurance (should be CG2026) under the General Liability policy. Community Association's coverage shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Community Association's Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Automobile Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured for the Agreement to Maintain Landscaping and Related Improvements Lying Within Certain Rights-of-Way (RIVERLAND)."** Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance. The policy shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Legal. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, Community Association shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

It shall be the responsibility of the Community Association to ensure that all Contractors, independent contractors and/or sub-contractors (CONTRACTOR) comply with the **below insurance requirements**. It shall be the responsibility of RIVERLAND to obtain Certificates of Insurance from all CONTRACTORS listing the City as an Additional Insured without the language "when required by written contract".

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

Commercial General Liability Insurance: CONTRACTOR shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire

Medical expense

\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement attached to the certificate of insurance (should be CG2026) under the General Liability policy. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Employers' Liability and Professional Liability Insurance, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability, Business Automobile Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured for the Agreement to Maintain Landscaping and Related Improvements Lying Within Certain Rights-of-Way (RIVERLAND).**" The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Legal. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the CONTRACTOR shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements coverage shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

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

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

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

Community Association and the CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, Employers' Liability or Pollution Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

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

A failure on the part of the part of Community Association to execute the Agreement and/or punctually deliver the required insurance, and other documentation may be cause for cancellation of this Agreement.