

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

TRAFFIC SIGNAL AGREEMENT **(Community Boulevard/Discovery Way) – *Mattamy Palm Beach, LLC***

Attachments:

Exhibit A – Reimbursable Expenses

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

RECITALS

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

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

WHEREAS, Developer is developing and constructing a residential community within a development of regional impact known as the Southern Grove Development of Regional Impact (the “Southern Grove DRI”) on property Developer owns; and

WHEREAS, Southern Grove DRI utilizes Discovery Way and Community Boulevard; and

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

WHEREAS, in an effort to work together as partners and for the betterment of the community, and accelerate completion of the Traffic Signal, the Parties desire to enter into this Agreement for Developer to contribute to installation of the Traffic Signal.

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

covenant and agree as follows:

1. Recitals: The foregoing recitations are true and correct and are incorporated herein by this reference.
2. Traffic Signal Project: Developer shall design and permit the necessary infrastructure, specifically the installation of Traffic Signals and other traffic control devices required by the City ("Traffic Signal Facilities"). The City agrees to expedite the review and issuance of any City permits for the Traffic Signal Facilities. The City shall use all reasonable efforts to have such reviews complete within thirty (30) days of receipt of an application for such permits.
3. Compliance with Applicable Laws, Codes and Regulations: Developer shall abide by and follow any and all rules and requirements of the regulatory agencies that have jurisdiction over the subject matter of this Agreement as well as all applicable federal and state laws, regulations, and City ordinances, as amended from time to time.
4. Design Plans: Developer shall furnish to City a complete set of design and construction drawings, plans, specifications, and other necessary engineering data for the Traffic Signal Facilities ("Design Plans") within 45 days of the Effective Date. Approval by the City of the Design Plans for the construction of the Traffic Signal Facilities shall not act as a waiver of Developer's responsibility to perform the design of the Traffic Signal Facilities in accordance with all applicable state, county, federal or municipal laws, rules and regulations and such approval by the City shall not relieve Developer of such obligations or impact the City's right to be indemnified for Developer's or Developer's contractor's negligence in performing those duties as set forth in this Agreement.
5. Intentionally Omitted:
6. Payment for Traffic Signal Facilities: Reimbursable components of the Traffic Signal Facilities are set forth in the **Exhibit "A"** ("Reimbursable Components"). The cost estimate for the Reimbursable Components is \$908,008.00 ("Cost Estimate"). **See Exhibit "A"**.

Within one hundred twenty (120) days of the Traffic Signal Facilities being complete and open to the public for use ("Completion"), City shall submit to the Developer invoices and such other documentation as necessary to evidence the actual cost of the Reimbursable Expenses ("Actual Cost"). Within five (5) years of the Completion of the Traffic Signal Facilities the Developer shall pay the City 1/3 of the Actual Cost of the Reimbursable Expenses.

7. Intentionally Omitted:
8. Indemnification: Developer shall require that any design contract entered into between Developer and a design consultant contain indemnification language whereby the design professional holds harmless and indemnifies City, its officers, agents, servants, and employees from and against any and all demands, claims, causes of action, suits, liabilities, losses, damages, costs, expenses, penalties, fines and attorneys' fees of any nature arising out of, in connection with, caused or alleged to be caused by, or resulting directly or indirectly, in whole or in part, from (a)

the work or services provided or alleged to be provided by the design professional or subconsultants and (b) from professional's or subconsultants' acts, omissions or operations under the design contract or which occur on or with respect to the work on the project, including but not limited to, losses, damages and claims relating to or resulting in bodily injury, death, physical damage or loss. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall be deemed to affect the rights, privileges and sovereign immunities of City as set forth in section 768.28, Florida Statutes, or any other provision of law.

9. Intentionally Omitted.

10. Default:

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

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

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

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

B. Subject to the right to cure set forth above, and in addition to the rights set forth in Section 10(A) herein, in the event of a default and/or breach the other party shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief.

11. Intentionally Omitted:

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

If to City:

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

With copy to:

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

If to Developer:

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

With copy to:

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

and to:

Mattamy Palm Beach, LLC
Attention: Nicole Swartz, General Counsel
4901 Vineland Road, Suite 450
Orlando, Florida 32811

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

14. Interpretation; Venue: This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for any Party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, ALL PARTIES HEREBY WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

15. Time of the Essence and Time Computation: Time is of the essence with regard to this Agreement. In computing any period of time under this Agreement, the days are calculated as calendar days, unless expressly indicated as business days. Additionally, the calculation begins with the day following the act and includes the last day of the period, unless it is a Saturday, Sunday, or legal holiday observed by the City, in which case the period of time includes the next business day.

16. Counterparts: This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

17. Sovereign Immunity: Nothing in this Agreement shall be considered to increase or waive any limits of liability or waive any immunity afforded to the City by Florida Statutes, case law, or any other source of law.

18. Assignability: Except as otherwise permitted elsewhere in this Agreement, the rights and

obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned.

19. Invalid Provisions: In the event any term or provision of this Agreement is held illegal, unenforceable, or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in full force and effect to fullest extent possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

20. 713 Notice: Under section 713.10, Florida Statutes, the interest of City in the property or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of Developer and it is specifically provided that neither Developer nor any one claiming by, through or under Developer, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the property or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom Developer may deal are put on notice that Developer has no power to subject City's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Developer must look solely to Developer and not to City's said interest or assets. Developer shall provide written notice to each contractor, subcontractor, materialman, mechanic, and laborer performing work on the property of the foregoing.

21. Authority to Sign: Each individual signing this Agreement directly and expressly warrants that such individual has been given and received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated such individual has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and stated herein.

22. Further Assurances: In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by all Parties, all Parties agree to execute and deliver, but without any obligation to incur any additional liability, responsibility, charge or expense, such additional documentation as may be reasonably necessary to consummate the transactions contemplated hereby.

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

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

25. Public Records: The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. Developer shall comply with Florida's Public Records Law. Pursuant to section

119.0701, Florida Statutes:

Developer agrees to comply with all public records laws, specifically to:

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

- A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
- B. During the term of the Agreement, Developer maintains all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports relating to matters arising from and relating to this Agreement shall be subject to the review of the City, and upon City's reasonable written request such forms shall be modified as necessary to comply with applicable law.
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Developer's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
- D. Developer agrees to make available to the City, during normal business hours, all books of account, reports and records relating to this Agreement.
- E. A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

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

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Developer does not transfer the records to the City.

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Developer, or keep and maintain public records required by the City to perform the service. If Developer transfers all public records to the City upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from

the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'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**

26. E-Verify. In accordance with section 448.095, Florida Statutes, Developer agrees to comply with the following:

- A. Developer or its contractors (as applicable) must register with and use the E-Verify system to verify the work authorization status of all new employees of Developer or its contractors. Developer provides the City with sufficient proof of compliance with this provision before beginning work under this Agreement.
- B. If Developer enters into a contract with a subcontractor for work provided under this Agreement, any such Developer contract must require each and every subcontractor to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Developer shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.
- C. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- D. Developer shall immediately terminate any contract with any subcontractor performing work under this Agreement if they have, or develop, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Developer providing work under this Agreement knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify Developer and order Developer to immediately terminate the contract with the subcontractor.
- E. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the violating party may not be awarded a public contract for at least one (1) year after the date

on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract via this section.

- F. Developer, City or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The Parties agree that such a cause of action must be filed in accordance with the Venue provision, as otherwise provided herein.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year first above written.

CITY:

CITY OF PORT ST. LUCIE, FLORIDA, a Florida
municipal corporation

Attest:

_____,
Sally Walsh, City Clerk
(Seal)

By: _____
Shannon M. Martin, Mayor

DATE:

Witnesses:

Print Name:

Joshua Pierre

Print Name:

SAM NICHOL

DEVELOPER:

Mattamy Palm Beach, LLC, a
Delaware limited liability company

By:

Print Name:

Karl Albertson

Its: Authorized Signatory

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 9th day of JULY, 2025, by KARL ALBERTSON, as VICE PRESIDENT of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of the company, who [☒] is personally known to me or [☐] has produced _____ as identification.

[Notary Seal]



Martha Silcox

Notary Public-State of Florida

Print Name:

MARTHA SILCOX

My commission expires:

12/13/2028

* * *

Exhibit “A”

SW COMMUNITY BOULEVARD AND SW DISCOVERY WAY

ESTIMATE OF PROBABLE COST

PAY ITEM NUMBER	DESCRIPTION	UNIT	GRAND TOTAL		UNIT COST	COST
			PLAN	FINAL		
101-1	MOBILIZATION	LS	1		11%	\$ 70,747
102-1	MAINTENANCE OF TRAFFIC	LS	1		3%	\$ 23,715
630-2-11	CONDUIT (F&I) (OPEN TRENCH)	LF	500		\$ 20.00	\$ 10,000
630-2-12	CONDUIT (F&I) (DIRECTIONAL BORE)	LF	600		\$ 42.00	\$ 25,200
632-7-1	SIGNAL CABLE (F&I)	PI	1		\$ 14,507.00	\$ 14,507
633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND 2-12 FIBERS	LF	425		\$ 3.00	\$ 1,275
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	8		\$ 84.00	\$ 672
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	16		\$ 77.00	\$ 1,232
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	1		\$ 376.00	\$ 376
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	1		\$ 140.00	\$ 140
635-2-11	PULL & JUNCTION BOX (F&I) (PULL BOX)	EA	13		\$ 2,029.00	\$ 26,377
635-2-12	PULL & SPLICE BOX (F&I) (PULL & SPLICE BOX) (36" X 48" X 36"D)	EA	1		\$ 4,447.00	\$ 4,447
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER	EA	1		\$ 2,164.00	\$ 2,164
639-2-1	ELECTRICAL SERVICE WIRE	LF	25		\$ 4.64	\$ 116
639-3-11	ELEC SERV DISCON, F&I, POLE MNT	EA	1		\$ 2,369.00	\$ 2,369
639-4-1	EMERGENCY GENERATOR (SIGNALS) - HONDA GENERATOR	EA	1		\$ 4,147.00	\$ 4,147
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-41 SERVICE POLE	EA	1		\$ 1,620.00	\$ 1,620
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	8		\$ 2,243.00	\$ 17,944
649-21-10	STEEL MAST ARM ASSEMBLY, F&I, 60'	EA	1		\$ 78,825.00	\$ 78,825
649-21-15	STEEL MAST ARM ASSEMBLY, F&I, 70'	EA	1		\$ 133,729.00	\$ 133,729
649-21-25	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 78'-60"	EA	1		\$ 133,729.00	\$ 133,729
650-1-34	TRAFFIC SIGNAL F&I (POLY CARB. 3-SECTION, 1-WAY)	AS	9		\$ 1,411.00	\$ 12,699
650-1-36	TRAFFIC SIGNAL F&I (POLY CARB. 4-SECTION, 1-WAY)	AS	4		\$ 1,760.00	\$ 7,120
653-1-11	SIGNAL, PEDESTRIAN (LED 1 DIR COUNT-DOWN)	AS	8		\$ 1,030.00	\$ 8,240
660-4-12	VEHICLE DETECTION SYSTEM, VIDEO, VANTAGE VECTOR WITH VANTAGE NEXT CAMERA	PI	1		\$ 58,859.00	\$ 58,859
663-74-14	VEHICLE DETECTOR ASSEMBLIES, F&I, GLANCE EMERGENCY VEHICLE PRE-EMPTION	EA	1		\$ 9,858.00	\$ 9,858
666-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	8		\$ 2,101.00	\$ 16,808
670-5-110	TRAFFIC CONTROLLER ASSEMBLY (F&I, NEMA TS-2 TYPE 1)	AS	1		\$ 45,159.00	\$ 45,159
682-1-112	ITS CCTV CAMERA	EA	1		\$ 6,479.00	\$ 6,479
684-1-1	GIGSO INDUSTRIAL ETHERNET 4000 SERIES 20 PORTS MANAGED (PART #IE-4000-8GT8GP4G-E)	EA	1		\$ 23,646.00	\$ 23,646
685-1-11	UNINTERRUPTIBLE POWER SUPPLY, F&I	EA	1		\$ 9,890.00	\$ 9,890
700-1-11	SINGLE POST SIGN (F&I, GROUND MOUNT, < 12')	AS	3		\$ 578.00	\$ 1,734
700-3-201	SIGN PANEL (F&I, OVERHEAD MOUNT, < 12')	AS	8		\$ 1,001.00	\$ 8,008
700-5-22	INTERNAL ILLUM SIGN (F&I)	EA	4		\$ 4,658.00	\$ 18,632
715-5-32	LUMINAIRE & BRACKET ARM- GALV STEEL, F&I, ON MAST ARM	EA	1		\$ 1,159.00	\$ 1,159
715-61-342	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 12' ARM LENGTH	EA	3		\$ 8,883.00	\$ 26,649
CONSTRUCTION SUB-TOTAL						\$ 713,819
General Conditions (Mobilization and MOT)						\$ 103,462
Contingency (10%)						\$ 81,728
Construction Total						\$ 899,009
Soft Costs	DESCRIPTION					
	Permit Fees (assumes no permit fee per agreement)				\$	-
	Bonding (assumes bonding not required per agreement)				\$	-
	Insurance (1%)				\$	8,989
Grand Total For Agreement						\$ 908,008