

THIS INSTRUMENT PREPARED BY:  
DAVID G. SHIELDS  
DEPUTY COUNTY ATTORNEY  
1101 EAST 1ST STREET  
SANFORD, FL 32771  
(407) 665-7237

**TRAFFIC SIGNAL MAINTENANCE AGREEMENT  
BETWEEN  
GRIFFIN RETAIL CENTER LLC & GRIFFIN RETAIL CENTER JR LLC AND  
SEMINOLE COUNTY**

**THIS COVENANT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **GRIFFIN RETAIL CENTER LLC**, a Florida Limited Liability Company, and **GRIFFIN RETAIL CENTER JR LLC**, a Florida Limited Liability Company, whose address is 10225 Ulmerton Road, Suite 12A, Largo, Florida 33771, in this Agreement referred to collectively as “DEVELOPER,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as the “COUNTY.”

**W I T N E S S E T H:**

**WHEREAS**, Chapter 125, Florida Statutes (2023), grants counties broad home rule powers to perform acts in the public interest; and

**WHEREAS**, COUNTY determined in 2016 that a traffic signal was appropriate for the intersection of West Lake Mary Boulevard and Wheelhouse Lane (the “Intersection”), which Intersection is the entrance to the commercial center as depicted on the plat of Griffin Farm at Midtown, as recorded in Plat Book 82, pages 59-60, of the Public Records of Seminole County (the property described and depicted in this plat is referred to in this Agreement as “Griffin Farm”); and

**WHEREAS**, COUNTY and Drake Midtown, LLC, a Florida limited liability company agreed that a traffic signal should be installed at the Intersection and, on April 25, 2017, entered a Traffic Signal Maintenance Agreement for the Intersection (the “Prior Agreement”), and

**WHEREAS**, Drake Midtown, LLC no longer owns property in Griffin Farm; and

**WHEREAS**, on July 1, 2023 Griffin Farm At Midtown II, LLC, conveyed Lot 1 as depicted the Griffin Farm plat, by special warranty deed to DEVELOPER, which was recorded on January 6, 2023 in Official Records Book 10372, Pages 1105 through 1108, of the Public Records of Seminole County, Florida, which special warranty deed was re-recorded on January 9, 2023 to correct a scrivener’s error in Official Records Book 10373, Pages 634 through 637, of the Public Records of Seminole County, Florida, and which special warranty deed was re-recorded a second time on January 10, 2023 to correct a scrivener’s error in Official Records Book 10374, Pages 393 through 396, of the Public Records of Seminole County, Florida (the property described in these three deeds is referred to as “Lot 1, Griffin Farm”); and

**WHEREAS**, on July 1, 2023 Griffin Farm At Midtown II, LLC, conveyed Lot 2 as depicted the Griffin Farm plat, by special warranty deed to DEVELOPER, which was recorded on January 6, 2023 in Official Records Book 10372, Pages 1101 through 1104, of the Public Records of Seminole County, Florida, which special warranty deed was re-recorded on January 9, 2023 to correct a scrivener’s error in Official Records Book 10373, Pages 630 through 633, of the Public Records of Seminole County, Florida, and which special warranty deed was re-recorded a second time on January 10, 2023 to correct a scrivener’s error in Official Records Book 10374, Pages 389 through 392, of the Public Records of Seminole County, Florida (the property described in these three deeds is referred to as “Lot 2, Griffin Farm”); and

**WHEREAS**, Lot 1, Griffin Farm is located at the southeast corner of the Intersection and Lot 2, Griffin Farm is located at the southwest corner of the Intersection and DEVELOPER owns both lots (collectively, the Developer Property”); and

**WHEREAS**, COUNTY and DEVELOPER agree that a traffic signal should continue to be maintained at the Intersection; and

**WHEREAS**, DEVELOPER will be the entity that will be responsible to pay for the maintenance of the traffic signal under this Agreement; and

**WHEREAS**, DEVELOPER and COUNTY recognize that a need exists to develop a coordinated effort for the and maintenance of traffic signals in order to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County; and

**WHEREAS**, DEVELOPER and COUNTY desire to enter into a mutually beneficial relationship whereby COUNTY shall maintain a traffic signal at the Intersection, subject to the terms set forth in this Agreement,

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants, and terms contained in this Agreement by and between the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Responsibilities of COUNTY.**

(a) Maintenance Service. COUNTY shall provide maintenance service for the traffic signal described in this Agreement, which has been agreed to by COUNTY through its County Traffic Engineer. A specific listing of the traffic signal within the scope of this Agreement is contained in Exhibit A, attached to this Agreement and incorporated by reference, and is subsequently referred to as the Traffic Signal. COUNTY shall maintain the Traffic Signal to the

extent of COUNTY's capabilities (in terms of ordinary maintenance and repair) and has the right to charge DEVELOPER an Annual Maintenance Fee for these services.

(b) Additional Costs. Further, COUNTY has the right to seek additional compensation from DEVELOPER for costs it incurs above and beyond normal routine maintenance, to include, but not to be limited to the following: individually or any combination of mast arms, controller, cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs are not to exceed the actual cost to COUNTY.

(c) Maintenance Standards. COUNTY shall maintain the Traffic Signal in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes (2023), as this statute may be amended from time to time. COUNTY shall also maintain and operate the Traffic Signal in accordance with all other applicable state and COUNTY standards and with emphasis on optimum efficiency and safety as determined by COUNTY's Traffic Engineer.

(d) Request for Payment. COUNTY shall send requests for payment to DEVELOPER of its Annual Maintenance Fee, as calculated in Section 3 below, on a yearly basis. COUNTY shall bill DEVELOPER for requests for payment of any additional charges, as outlined in Section 1(b) above, which exceed those in Section 3 below, as incurred by COUNTY.

## **Section 2. Responsibilities of DEVELOPER.**

(a) Installation. The Traffic Signal at the Intersection has already been installed.

(b) Maintenance Payment. Commencing as of the date the Traffic Signal becomes operational, and continuing for so as long COUNTY maintains the Traffic Signal, DEVELOPER shall pay an Annual Maintenance Fee for the services provided by COUNTY pursuant to Section 1(b) of this Agreement. Further, DEVELOPER shall reimburse COUNTY for any costs COUNTY

incurs above and beyond normal routine maintenance as described in Section 1(b) of this Agreement. DEVELOPER also is responsible for the full cost of power required to operate the Traffic Signal and shall make payment directly to the appropriate power company.

(c) Time. DEVELOPER shall remit payment for each invoice rendered by COUNTY under this Agreement within thirty (30) days of receipt of COUNTY's request for payment.

(d) Notice to Successors, Grantees, and Assigns. DEVELOPER shall give COUNTY contemporaneous notice of any transfer of fee title for property owned by DEVELOPER and served by the Traffic Signal, unless the transfer is to an affiliate of DEVELOPER. DEVELOPER shall give its successors, grantees, and assigns written notice of this Agreement, which must also be executed in a form adequate for recording in the Official Public Records of Seminole County, Florida. This Agreement, upon recording, will become a covenant running with the Developer Property.

### **Section 3. Calculation of Charges**

(a) Normal Routine Maintenance. DEVELOPER shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services as specified below.

(b) Annual Maintenance Fee Calculation.

(1) The Annual Maintenance Fee is based on the applicable reimbursement rate published by the Florida Department of Transportation ("FDOT") as set forth in Exhibit A to this Agreement. This rate is subject to change each year based on the published FDOT rate.

(2) From the effective date of this Agreement until changed pursuant to the criteria specified in this Agreement, the Annual Maintenance Fee for each signal within the scope of this Agreement is as set forth in Exhibit A attached to this Agreement and incorporated by

reference, and may be increased or decreased from time to time by the COUNTY's Traffic Engineer with written notice to DEVELOPER.

**Section 4. Term.** This Agreement takes effect upon execution by COUNTY (DEVELOPER having signed first) and remains in force perpetually unless terminated as provided in this Agreement.

**Section 5. Default and Remedies.**

(a) It is a default of this Agreement if: (1) DEVELOPER fails to make any payment of costs due under this Agreement or any other sums to COUNTY when due and does not cure such default within thirty (30) days after receipt of written notice of such default; or (2) if DEVELOPER fails in the performance of any other covenant or condition of this Agreement and does not cure such other default within thirty (30) days after receipt of written notice from COUNTY specifying the nature of the default. However, if the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, DEVELOPER may have such time as is reasonably necessary to remedy the default provided that DEVELOPER promptly and diligently takes such actions as are necessary.

(b) In the event of a default by DEVELOPER, COUNTY has the right, at its option, in addition to and not exclusive of any other remedy COUNTY may have by operation of law, without any further demand or notice, to terminate this Agreement, in which event DEVELOPER shall immediately pay COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Agreement accrued through the date of termination; and (2) any other amount necessary to compensate COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by DEVELOPER's failure to perform its obligations under this Agreement.

(c) If either party brings a lawsuit for the recovery of any costs due under this Agreement or any other amount due under the provisions of this Agreement, or if either party brings a lawsuit because of the breach of any other term of this Agreement, the prevailing party will be entitled to be awarded from the other party any and all expenses incurred as a result of the breach, including, but not limited to, reasonable attorney fees. If COUNTY is represented by the County Attorney's Office, then COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by COUNTY.

**Section 6. Termination of the Agreement.** Without impairing its right to receive DEVELOPER's payments already due, COUNTY may terminate this Agreement as set forth in Section 5 of this Agreement. In the event of such termination, DEVELOPER will be responsible to continue maintenance of the Traffic Signal.

**Section 7. Notices.**

(a) Notice from one party to the other may be sent to:

**For COUNTY:**

Public Works Director  
200 West County Home Road  
Sanford, Florida 32771

**For DEVELOPER:**

Griffin Retail Center LLC & Griffin Retail Center Jr LLC  
c/o Benjamin Mallah II  
10225 Ulmerton Road, Suite 12A  
Largo, Florida 33771

Any party may change, by written notice as provided in, its addresses or persons designated for receipt of notices.

(b) If COUNTY determines it is necessary to change the Annual Maintenance Fee for any given year, then COUNTY shall provide written notice to DEVELOPER of such change at least sixty (60) days in advance of when the new payment will be due.

**Section 8. Representations.** The undersigned persons signing on behalf of DEVELOPER represent the following: that the undersigned persons are the designated officer, partner, or manager acting for DEVELOPER; that this Agreement has been reviewed and duly approved for execution by all necessary general partners, officers, directors, or managers of the named entity for which the undersigned persons purport to sign with all the formalities required by law for such named entity to enter into a binding Agreement; and that the respective entity has likewise authorized the undersigned persons to bind DEVELOPER to the terms and conditions contained in this Agreement.

**Section 9. Severability.** If any provision of this Agreement or the application of it to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 10. Entire Agreement.**

(a) The entire agreement of the parties is contained in the instant Agreement. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement and supersedes all other written agreements between the parties relating to the subject matter of this Agreement.



(b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement and any assignment of this Agreement will be valid only when expressed in writing and duly signed by all parties, except as provided in Section 3(b)(2).

**Section 11. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 12. Parties Bound.** This Agreement is binding upon and inures to the benefit of the heirs, successors, personal representatives, and assigns of the parties and constitutes a covenant running with the land.

**Section 13. Conflict of Interest.**

(a) DEVELOPER shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes (2023), as this statute may be amended from time, relating to ethics in government.

(b) DEVELOPER certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes (2023), as this statute may be amended from time, as over 5%), either directly or indirectly in the business of DEVELOPER to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

(c) DEVELOPER has the continuing duty to report to COUNTY any information that indicates a possible violation of this Section.

**Section 14. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

GRIFFIN RETAIL CENTER LLC & GRIFFIN  
RETAIL CENTER JR LLC

By: Griffin Retail Center LLC  
a Florida Limited Liability Company  
Its Managing Manager

By:   
BENJAMIN MALLAH

STATE OF FLORIDA  
COUNTY OF Pineellas

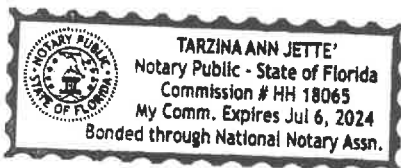
I HEREBY CERTIFY that, on this 17<sup>th</sup> day of May, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Benjamin Mallah, as Manager of Griffin Retail Center LLC, a Florida limited liability company, authorized to do business under the laws of the State of Florida,  who is personally known to me or  who has produced \_\_\_\_\_ as identification. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the limited liability company.



Print Name Tarzina Ann Jette

Notary Public in and for the County  
and State Aforementioned

My commission expires: July 6, 2024



By: Griffin Retail Center Jr LLC  
a Florida Limited Liability Company  
Its Managing Manager

By:   
BENJAMIN MALLAH II

STATE OF FLORIDA  
COUNTY OF Pinellas

I HEREBY CERTIFY that, on this 17 day of May, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Benjamin Mallah II, as Manager of Griffin Retail Center Jr LLC, a Florida limited liability company, authorized to do business under the laws of the State of Florida,  who is personally known to me or  who has produced \_\_\_\_\_ as identification. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the limited liability company.



Tarzina Ann Jette  
Print Name Tarzina Ann Jette  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: July 6, 2024

*[Balance of this page intentionally blank; signatory page follows on Page 12.]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2024, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

DGS/sfa  
05/08/2024

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**EXHIBIT A**

**SEMINOLE COUNTY – GRIFFIN RETAIL  
CENTER LLC & GRIFFIN RETAIL CENTER JR  
LLC and SEMINOLE COUNTY  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

The inventory of traffic signal(s) subject to this Agreement:

**WEST LAKE MARY BOULEVARD/ WHEELHOUSE LANE**

**VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS**

The Annual Maintenance Fee under Section 3 of this Agreement is as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this Agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this Agreement and to be invoiced annually is **\$5,558.00** per signal. This is based on the latest reimbursement rates from the Florida Department of Transportation's Traffic Signal Maintenance Compensation Agreement Unit Rates per Intersection on the State Highway System as given below for the current and FDOT future fiscal years:

FY	Traffic Signal - Interconnected & Monitored (IMTS)
Per	Intersection
2023-24	\$5,558
2024-25	\$5,720
2025-26	\$5,892
2026-27	\$6,075
2027-28	\$6,270

Rates for subsequent FDOT fiscal years will be determined when available from FDOT.

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