

**AGREEMENT TO TRANSFER PROPERTY RELATED TO THE
SAWGRASS EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE**

This Agreement to Transfer Property related to the Sawgrass Expressway Pat Salerno Drive Interchange ("Agreement") is entered into by Broward County, a political subdivision of the State of Florida ("County"), whose address is 115 South Andrews Avenue, Rm. 501, Fort Lauderdale Florida 33301, and the City of Sunrise, a Florida municipal corporation ("City"), whose address is 10770 W Oakland Park Blvd Sunrise, Florida 33351 (collectively, the County and City are referred to as the "Parties").

RECITALS

A. The Florida Department of Transportation ("FDOT") has adopted a work program which includes a project to widen and improve State Road 869, the Sawgrass Expressway, in Broward County, Florida, from south of Sunrise Boulevard to Atlantic Boulevard, as described in the Department's Five-Year Adopted Work Program as Financial Project Number (FPN) 437155-1 ("Project").

B. A partial interchange currently exists within the Project limits at Pat Salerno Drive, an arterial roadway under the jurisdiction of the City, and State Road 869, with ramps accommodating traffic movements to and from the south.

C. The County and the City have asked FDOT to consider design and construction of a fully directional interchange at Pat Salerno Drive and the Sawgrass Expressway, with ramps accommodating traffic movements both to and from the south and to and from the north ("Full Interchange") as part of the overall Project.

D. The City wishes to transfer certain properties to the County to facilitate the construction of the Full Interchange.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

The following terms, as used herein, shall have the following meanings:

1.1. Board means the Board of County Commissioners of Broward County, Florida.

1.2. County Administrator means the administrative head of the County appointed by the Board.

1.3. Effective Date shall be the date on which this Agreement is executed by the last of the Parties executing this Agreement.

ARTICLE 2. TRANSFER OF PARCELS

2.1 Interchange Parcels. The City is the owner of certain property located in the City of Sunrise, Florida, which are needed to complete the Full Interchange (“Interchange Parcels”), which Interchange Parcels are more particularly described in the legal description made subject to the Quitclaim Deed attached as **Exhibit A** to this Agreement (“Quitclaim Deed”).

2.2 Transfer of Parcels. The City hereby transfers jurisdiction and ownership of the Interchange Parcels to the County by the Quitclaim Deed, at no cost to the County, provided that the County shall be responsible for recording the Quitclaim Deed. The City is transferring the Interchange Parcels, including any improvements, in their “as-is, where-is” condition, with all faults and without any warranty of any kind or nature. The County hereby accepts the Quitclaim Deed and the Interchange Parcels and authorizes the recording of the Quitclaim Deed attached as **Exhibit A** in the Public Records of Broward County, Florida.

2.3 Reversion. If the Full Interchange is not constructed, the City has the right to demand that the Interchange Parcels be transferred back to the City. In such event, the County shall fully cooperate and transfer the Interchange Parcels by quitclaim deed to the City no later than six months after the date of the City’s demand.

2.4 Renaming of Roadway. The Parties acknowledge that upon transfer of the Interchange Parcels, the County will have the right to rename all or a portion of the Interchange Parcels, including the roadway currently known as Pat Salerno Drive. The County agrees to consult with the City with respect to any proposed renaming of Pat Salerno Drive. However, the County retains full discretion as to the ultimate naming of the Interchange Parcels and Pat Salerno Drive, provided any such renaming is related to facilitating access to the developments, facilities, and neighborhoods in the area, including the Broward County arena, Sawgrass Mills Mall, or the West Sunrise Business and Entertainment District.

2.5 Termination of License Agreement. Upon transfer of the Interchange Parcels to the County, the License Agreement between City and County for Use, Construction and Maintenance (“License Agreement”) relating to certain portion of the Interchange Parcels, attached hereto as **Exhibit B**, is hereby terminated and the Parties shall have no further rights or obligations under the License Agreement.

ARTICLE 3. MISCELLANEOUS

3.1. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the transfer of the Interchange Parcels and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the

subject matter of this Agreement that is not contained in this written document.

3.2. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and the City

3.3. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract. Each Party is a state agency, or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

3.4. Law, Jurisdiction, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

3.5. Third-Party Beneficiaries. Neither the City nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

3.6. Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void.

3.7. Notices. In order for a notice to a Party to be effective under this Agreement, the notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice

shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Administrator

Attn: Monica Cepero

115 S. Andrews Ave., Suite 409

Fort Lauderdale, Florida 33301

E-mail address: mcepero@broward.org (with copy to ameyers@broward.org)

NOTICE TO CITY

City Manager

Attn: Mark Lubelski

10770 West Oakland Park Boulevard

Sunrise, FL 33351

Email Address: CityManager@sunrise.fl.gov

3.8. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against any Party.

3.9. Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to days shall be deemed to refer to calendar days unless otherwise expressly stated.

3.10. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

3.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

3.12. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or due to statutory modification, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect. The Parties shall promptly meet and confer to negotiate mutually agreeable language to reform for the impacted provision.

3.13. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County or the City to the extent sovereign immunity may be applicable.

3.14. Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and THE CITY OF SUNRISE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST: _____ Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners	BROWARD COUNTY, by and its Board of County Commissioners By _____ Mayor ____ day of _____, 20__
	Approved as to form by Andrew J. Meyers Broward County Attorney 115 South Andrews Avenue, Suite 423 Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 By _____ Annika E. Ashton (Date) Deputy County Attorney

AEA
5/26/2022
Sunrise Interchange Parcels Transfer

**AGREEMENT TO TRANSFER PROPERTY RELATED TO THE
SAWGRASS EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE**

CITY

CITY OF SUNRISE

ATTEST:

CITY CLERK

By: _____
CITY MAYOR

Print Name
_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
This AGREEMENT as to form and legal
Sufficiency subject to execution by the parties:

City Attorney

Exhibit A To Agreement

QUITCLAIM DEED

Return recorded copy to:

Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika Ashton, Deputy County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folios: 4940 23 01 0011
4940 23 01 0012
4940 23 01 0013
4940 26 07 0070

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this ____ day of _____, 2022, by CITY OF SUNRISE, a Florida municipal corporation ("Grantor"), whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351, and BROWARD COUNTY, a political subdivision of the State of Florida ("Grantee"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

W I T N E S S E T H:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See Exhibit A, attached hereto and made a part hereof ("Property").

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for 2022 and all subsequent years.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year aforesaid.

GRANTOR

Witness #1: _____ Signature _____ Print Name of Witness	City of Sunrise, a Florida municipal corporation By _____ Signature _____ Print Name _____ Title ____ day of _____, 20__
Witness #2 _____ Signature _____ Print Name of Witness	

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, on this ____ day of _____, 2022 by _____, as _____ for City of Sunrise, a Florida municipal corporation, who is [] personally known to me or [] who has produced _____ as identification.

Notary Public:

Signature: _____

Print _____ Name: _____

State of _____
My Commission Expires: _____
Commission Number: _____

(Notary Seal)

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

EXHIBIT A TO DEED

LEGAL DESCRIPTION OF INTERCHANGE PARCELS

Folio: 4940 23 01 0011

Right-of-Way

Being a parcel of land lying in Sections 23 & 26, Township 49 South, Range 40 East, City of Sunrise, Broward County, Florida, and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23, Township 49 South, Range 40 East, as delineated on a plat of subdivision entitle "Sawgrass Lakes", as recorded among the Public Records of Broward County, Florida, in Plat Book 154, at Page 2, THENCE; North 88°40'46" West along the South line of said Section 23 a distance of 1512.27 feet; thence North 22°57'23" West running with the East line of a 30' Road Right of Way as delineated on the aforementioned plat of subdivision a distance of 32.91 feet to a point; thence North 88°40'46" West along the North line of said 30' Road Right of Way a distance of 27.50 feet to the **POINT OF BEGINNING**; THENCE North 88°40'46" West with the aforesaid North line a distance of 1064.11 feet; thence continuing North 88°40'46" West a distance of 1308.43 feet to a point; thence South 00°01'11" East along the East line of Parcel "B", of said plat of Sawgrass Lakes a distance of 30.00 feet to a point on the South line of the aforementioned Section 23; thence North 88°40'46" West with said South line of Section 23 a distance of 283.07 feet to a point on the southeast right of way line of the Sawgrass Expressway as described in Official Record Book 12491, Page 372, of the Public Records of Broward County, Florida; thence 243.55 feet along the arc of a curve, concave southeasterly, having a radius 24,395.33 feet, a central angle of 00°34'19", and a chord bearing of North 47°41'36" East; thence South 85°45'46" East a distance of 888.67 feet; thence South 04°14'14" West a distance of 1.00 feet; thence South 85°45'46" East a distance of 140.38 feet; thence 542.87 feet along the arc of a curve, concave northwesterly, having a radius of 1,852.86 feet, a central angle of 16°47'14", and a chord bearing of North 85°50'37" East; thence North 77°27'00" East a distance of 288.33; feet thence 700.64 feet along the arc of a curve, concave southwesterly, having a radius of 629.96 feet, a central angle of 63°43'28", and a chord bearing of South 70°41'16" East to the POINT OF BEGINNING; Containing 7.82291 acres, more or less.

Folio: 4940 23 01 0012

Landscape Buffer

Being a parcel of land lying in Sections 23 & 26, Township 49 South, Range 40 East, City of Sunrise, Broward County, Florida, and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23, Township 49 South, Range 40 East, as delineated on a plat of subdivision entitle "Sawgrass Lakes", as recorded

among the Public Records of Broward County, Florida, in Plat Book 154, at Page 2, THENCE; North 88°40'46" West along the South line of said Section 23 a distance of 1467.65 feet to the **POINT OF BEGINNING**; THENCE continuing with said South Line North 88°40'46" West for a distance of 44.62 feet; thence North 22°57'23" West a distance 32.91 feet; thence North 88°40'46" West a distance of 27.50 feet, thence 700.64 feet along the arc of a curve, concave southwesterly, having a radius of 629.96 feet, a central angle of 63°43'28", and a chord bearing of North 70°41'16" West; thence South 77°27'00" West a distance of 288.33 feet; thence 542.87 feet along the arc of a curve, concave northwesterly, having a radius of 1852.86 feet, a central angle of 16°47'14", and a chord bearing of South 85°50'37" West; thence North 85°45'46" West a distance of 140.38 feet; thence North 04°14'14" East a distance of 1.00 feet; thence North 85°45'46" West a distance of 888.67 feet; thence 89.30 feet along the arc of a curve, concave southeasterly, having a radius of 24,395.33 feet, a central angle of 00°09'46", and a chord bearing of North 48°03'39" West; thence South 85°45'46" East a distance of 840.68 feet; thence South 04°14'14" West a distance of 1.00 feet; thence South 85°45'46" East a distance of 140.38 feet; thence 528.22 feet along the arc of a curve, concave northwesterly, having a radius of 1802.86 feet, a central angle of 16°47'14", and a chord bearing of North 85°57'37" East; thence North 77°27'00" East a distance of 288.33 feet; thence 791.07 feet along the arc of a curve, concave southwesterly, having a radius of 679.96 feet, a central angle of 66°39'30", and a chord bearing of South 69°13'15" East; thence 43.46 feet along the arc of a curve, concave southwesterly, having a radius of 1252.92 feet, a central angle of 1°59'15", and a chord bearing of South 34°53'53" East to the POINT OF BEGINNING; Containing 2.98724 acres, more or less.

Folio: 4940 23 01 0013

"30' Road Right-of-Way" parcel lying along the most southerly limit of Parcel A, all according to the plat of "Sawgrass Lakes" as recorded in Plat Book 154, Page 2 of the Public Records of Broward County, Florida;

Together with

"30' Road R/W" parcel according to the plat of "Greateon Plat No.1" as recorded in Plat Book 161, Page 14 of the Public Records of Broward County, Florida.

Folio: 4940 26 07 0070

Thoroughfare parcel "N.W. 127th Avenue" according to the plat of "Savannah P.U.D. Plat 7" as recorded in Plat Book 149, Page 3 of the Public Records of Broward County, Florida.

Exhibit B To Agreement
LICENSE AGREEMENT

97.039

CITY CLERK
CITY OF SUNRISE

97 DEC 22 AM 11:10

LICENSE AGREEMENT

Between

CITY OF SUNRISE, FLORIDA

And

BROWARD COUNTY, FLORIDA

For

USE, CONSTRUCTION AND MAINTENANCE

CITY CLERK
CITY OF SUNRISE

97 DEC 22 AM 11:10

LICENSE AGREEMENT

Between

CITY OF SUNRISE

And

BROWARD COUNTY, FLORIDA

For

USE, CONSTRUCTION AND MAINTENANCE

THIS IS A LICENSE AGREEMENT made and entered into by and between the CITY OF SUNRISE, FLORIDA, a municipal corporation of the state of Florida, (hereinafter referred to as "CITY") and BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

WHEREAS, the CITY owns or controls certain land upon which the COUNTY wishes to construct road, drainage, landscaping and lighting improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS, the COUNTY must obtain a license from the CITY for the use and occupancy of the land owned by the CITY (the "PROPERTY") in order to construct the PROJECT; and

WHEREAS, after completion of the PROJECT, the COUNTY wishes to convey the PROJECT to the CITY; and

WHEREAS, the CITY has agreed to such use and occupancy and to accept the conveyance of the PROJECT upon completion conditioned on COUNTY's assumption of all maintenance responsibilities and future liability for the PROJECT; and

WHEREAS, the CITY has agreed to grant the COUNTY a license subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein and other considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RECITALS

The above recitals are true and correct.

2. LICENSE GRANTED

2.1 The CITY hereby grants to the COUNTY the right, license, and privilege to use, subject to the terms and conditions contained in this Agreement, the land which is more particularly described on Exhibit "A," a copy of which is attached.

2.2 The CITY shall and, by execution of this Agreement, does hereby grant to the COUNTY, its agents, employees, contractors, subcontractors and material persons the right to use the PROPERTY to construct and maintain the PROJECT consistent with that certain set of construction plans for roadway, landscaping and lighting prepared by Miller Consulting, Inc., and Beiswenger, Hoch & Associates, Inc., for State Project No. 97861-3308, Broward County S.P. 869/Panther Drive Interchange, (the "PLANS"), as approved by the CITY, with comments, if any.

3. COMMENCEMENT

This Agreement shall become effective on the date it is executed by both parties.

4. TERM; CANCELLATION

This License shall be for an initial term of thirty (30) years from the date this Agreement becomes effective. The initial term shall automatically renew for successive ten (10) year terms unless thirty (30) days prior to the expiration of any one term either party notifies the other of its intention to terminate. Within the initial term and any renewal of the initial term, this Agreement may only be canceled by a party upon a breach of any of the terms and conditions of this Agreement. The party must give ten (10) days written notice to the other of its desire to terminate this License Agreement. The notice shall specify the alleged breach giving rise to the notice of termination. Unless extended by the parties, the breaching party shall have thirty (30) days to cure the alleged breach.

5. PERMITS

The COUNTY shall acquire, at its sole cost and expense, all necessary permits, including all environmental and wetland permits, in accordance with all applicable local, state and federal permit requirements. It shall be the COUNTY's responsibility to ensure compliance with all permit requirements.

6. NO REPRESENTATION OR WARRANTY

The CITY makes no representation or warranty of any nature whatsoever as to the suitability of the PROPERTY for its proposed use by the COUNTY.

7. ACCESS TO PROJECT

The CITY, its employees, agents or representatives, shall at all times have reasonable access to the PROJECT during construction.

8. CONVEYANCE; CITY CONTROL

8.1 Upon completion of the PROJECT, the COUNTY shall convey, and the CITY shall accept, the PROJECT as a CITY street. Incident to the CITY's acceptance of the conveyance of the PROJECT, the CITY shall have the exclusive right to name the CITY street. CITY also shall approve any and all points of ingress and egress to and from the street to adjoining property.

8.2 A portion of the PROJECT is being constructed on land, which is part of Savannah P.U.D. Parcel 7, and is owned by COUNTY ("COUNTY LAND"). Upon completion of the PROJECT, and concurrent with COUNTY's conveyance of the PROJECT to the CITY, COUNTY also shall convey to the CITY the COUNTY LAND, which is more particularly described on Exhibit "B," a copy of which is attached, and all improvements constructed on COUNTY LAND as part of the PROJECT.

9. RESPONSIBILITIES OF THE COUNTY

9.1 It shall be the responsibility of the COUNTY to insure that the PROJECT is constructed in accordance with the PLANS and the requirements of the Sunrise City Code.

9.2 The COUNTY shall be responsible for all costs associated with constructing the PROJECT.

9.3 At the completion of the PROJECT and written confirmation from the CITY Planning and Development director, or his designee, that the PROJECT has been constructed in accordance with the PLANS and all CITY requirements, the COUNTY shall convey to CITY by Absolute Bill of Sale all improvements installed or constructed by the COUNTY as part of the PROJECT.

9.4 The conveyance of the improvements notwithstanding, the COUNTY shall maintain the roadway, drainage system, landscape buffer, irrigation, and lighting in accordance with the

PLANS, the Sunrise City Code and this Agreement and pay all costs associated with maintaining the improvements including payment of all utility costs.

9.5 COUNTY shall provide traffic engineering services pursuant to the agreement for traffic engineering services dated February 24, 1984.

10. LANDSCAPE BUFFER AND WATER RETENTION AREA

10.1 Consistent with the PLANS, the PROJECT includes a landscape buffer and water retention area, which is more particularly described on Exhibit "C," a copy of which is attached to this Agreement. The COUNTY shall improve the buffer and water retention area by installing grass, vegetation and irrigation in accordance with the approved PLANS.

10.2 The COUNTY, as part of its maintenance responsibilities for the PROJECT, shall maintain the landscape buffer, water retention area and associated irrigation system. Maintenance shall include, but is not limited to, fertilizing all grass and vegetation; keeping all grass and vegetation as free from disease and harmful insects as practicable; properly mulching any vegetation beds, keeping all grass and vegetation free from weeds; periodically cutting the grass in order to maintain a neat and proper appearance; pruning all plants so as to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the use of any street, drive, or water retention area; removing and replacing all grass and vegetation which is dead or diseased or which otherwise falls below the initial level or beautification of the landscape buffer or water retention area, such replacement to be accomplished by the use of grass or plants of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement; keeping litter removed from the landscape buffer and water retention area, maintaining the slopes of the water retention area, maintaining irrigation parts in working order according to the original approved plans and specifications, including the maintenance and replacement of pumps, pipes, sprinkler heads and any other mechanical features.

10.3 If at any time subsequent to the completion of the PROJECT, it is determined by the CITY that the COUNTY is not reasonably maintaining the landscape buffer and water retention area pursuant to the terms of this Agreement, the CITY shall notify the COUNTY in writing of such deficient maintenance. If the COUNTY does not correct and improve such deficient maintenance within thirty (30) days of receipt of the CITY's written notice, the CITY may declare the COUNTY to be in breach of this Agreement and may cause such deficiencies to be corrected and improved and, in addition to any other rights and remedies it may have, the CITY may bill the COUNTY for the reasonable costs which shall not exceed the actual costs of such correction and improvement. The COUNTY shall then remit to the CITY the amount so billed within thirty (30) days of the COUNTY's receipt thereof.

10.4 Notwithstanding the provisions of Paragraph 13.1, the COUNTY may assign its obligation to maintain the landscape buffer and water retention area to Arena Operating Company, Ltd., upon providing written notice to the CITY.

11. INSURANCE AND INDEMNIFICATION

11.1 The COUNTY, shall not commence work under this Agreement until the following requirements are met:

- a. Commercial General Liability. The COUNTY shall provide and maintain during the life of this Agreement, at its own expense, Commercial General Liability Insurance, including protection for liability arising from premises/operations, independent contractors, products/completed operations and contracts. The policy shall also include personal injury liability and broad form property damage liability.

The minimum limits of liability shall be as follows:

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000 aggregate
Personal & Advertising Injury	\$1,000,000 aggregate \$1,000,000 each occurrence
Umbrella Coverage Not Less Than	\$5,000,000 aggregate \$5,000,000 each occurrence

The CITY shall be named as an additional insured on the Commercial General liability policy.

- b. Comprehensive Automobile Liability. The COUNTY shall also carry comprehensive Automobile Liability Insurance which shall include coverage for "any auto" with minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.