

**CREATIVE VILLAGE MONUMENT SIGN
INSTALLATION & MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, (Effective Date) by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "CITY"), and **CREATIVE VILLAGE DEVELOPMENT, LLC**, a Florida limited liability company (hereinafter referred to as the "CVD").

RECITALS

A. CITY and CVD entered into a Master Development Agreement dated February 25, 2011 (hereinafter referred to as the "Master Agreement") for the redevelopment of the approximately 68 acre site on which the CITY formerly operated the recently demolished Amway Arena (hereinafter referred to as the "CV Site").

B. As part of the development of the CV Site, the CITY has agreed that CVD may refurbish the six (6) monument signs (hereinafter referred to as the "Monument Signs") that serve as the gateways to the CV Site.

D. CVD has agreed to refurbish, maintain and repair the Monument Signs as set forth herein.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein and made a part of this Agreement by reference.

2. Monument Signs. CVD shall refurbish the Monument Signs as set forth in the Scope of Work attached hereto, and incorporated herein, by reference, as Exhibit "A". CVD may contract with a licensed contractor acceptable to the City to perform the Scope of Work. A site map of the Monument Signs is attached hereto, and incorporated herein, by reference, as Exhibit "B".

3. Maintenance and Repair. CVD shall be responsible to maintain and repair the Monument Signs at all times during the term of this Agreement, including the maintenance and repair of the landscaping and irrigation located within the Monument Sign area. The City shall operate the lighting features and irrigation within the Monument Signs until such time as CVD assumes full maintenance responsibility for the CV Site, or as otherwise mutually agreed to by the parties.

4. Indemnification. CVD, or its successors or assigns, shall pay, defend and save the CITY harmless from and against any and all claims, actions, demands, expenses, damages, losses, liabilities, suits and/ or judgments arising out of the restoration and maintenance of the Monument Signs by CVD under this Agreement.

5. Insurance. CVD shall purchase and maintain, or cause its contractor or representative to purchase and maintain, such insurance specified below in order to protect CVD and the CITY from any claims that may arise out of or result from the restoration, maintenance and repair of the Monument Signs, including lighting and landscaping:

Comprehensive General Liability

Bodily Injury	\$1,000,000.00 per occurrence \$2,000,000.00 annual aggregate
Property Damage	\$ 500,000.00

The CITY shall be named as an additional insured on the required insurance. A certificate of insurance evidencing the required amounts and naming the CITY as an “Additional Insured” shall be filed with the CITY prior to any work being performed under this Agreement. The Certificate shall provide that the insurance coverage shall not be cancelled without twenty (20) days prior, written notice to the CITY. Such insurance shall apply on a primary basis and any other insurance maintained by the CITY shall be in excess of, and shall not contribute to or be commingled with the primary insured’s insurance.

6. Assignment. CVD shall not assign its rights and responsibilities regarding the Monument Signs set forth herein without the prior, written consent of the City.

7. Default. If CVD does not maintain the Monument Signs in such a manner that at least complies with the minimum standards of the CITY, the CITY shall give CVD written notice of the failure to maintain. Such notice shall set forth specific items which must be addressed. If CVD does not correct such matters within thirty (30) days after receipt of notice thereof, the CITY shall have the right, but not the obligation, to do so and to perform whatever maintenance is reasonably necessary and charge the cost thereof to CVD, or, under this Section 7, if CVD is in default, the CITY may also declare this Agreement null and void, remove any improvements and take over maintenance.

If the CITY should determine, in its sole and exclusive discretion, that there is an imminent danger to the public health, safety and welfare resulting from the failure of CVD to properly maintain the Monument Signs, the CITY shall have the immediate right to perform whatever maintenance is reasonably necessary and charge the cost thereof to CVD , or, under this Section 7, if CVD is in default, the CITY may also declare this Agreement null and void, remove any improvements and take over maintenance.

8. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters set forth herein, and no other agreements, oral or otherwise, between the parties shall have any force or effect. This Agreement shall not be modified or supplemented except in writing signed by the parties.

10. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Florida. The location for the settlement of any disputes relative to this Agreement shall be Orange County, Florida.

11. Attorney's Fees. The CITY and CVD agree that in the event it should become necessary for either of them to employ an attorney to enforce any rights hereunder, the prevailing party shall be entitled to recover all of its costs and expenses from the other party, including attorney's fees which may reasonably be incurred or paid at any time or times in connection therewith.

12. Notice. Whenever notice or demand is to be given such notice or demand shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid:

To the CITY Real Estate Division Manager
 City of Orlando
 400 South Orange Avenue
 Orlando, Florida 32801

With a copy to: City Attorney's Office
 City of Orlando
 400 South Orange Avenue
 Orlando, Florida 32801

To CVD: Creative Village Development, LLC
 ATTN: Brooke A. Meyers
 801 N. Orange Avenue, Suite 530
 Orlando, FL 32801

With a copy to: Banc of America Community Development Corporation
 ATTN: Eileen Pope
 100 N. Tryon Street, 11th floor
 Charlotte, NC 28255-0001

13. This Agreement takes effect on the day and year first written above.

IN WITNESS WHEREOF, the parties hereto have each executed this Monument Sign Agreement as of the day and year first written above.

CITY OF ORLANDO

ATTEST:

By: _____
Mayor / Pro Tem

Alana C. Brenner, City Clerk

**APPROVED AS TO FORM AND
LEGALITY** for the use and reliance
of the City of Orlando, Florida, only.

_____, 2015.

City Attorney

CREATIVE VILLAGE DEVELOPMENT, LLC,
A Florida limited liability company

By: _____

Name: _____

Title: _____

WITNESSES:

By: _____

Name: _____

By: _____

Name: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
MONUMENT SIGN LOCATIONS
SITE MAP