

**MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION,
FLORIDA’S TURNPIKE ENTERPRISE
AND
CITY OF SUNRISE, FLORIDA
REGARDING THE SAWGRASS EXPRESSWAY (SR 869) WIDENING PROJECTS**

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is made and entered into, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA’S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the “Department”), and CITY OF SUNRISE, FLORIDA, a Florida municipal corporation (the “City”) (the Department and the City may be referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Department is authorized by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System and to cooperate with local governments in the development of a statewide transportation system and individual components of the system.

B. The Department’s Florida Turnpike Enterprise (“Enterprise”) is authorized by Section 338.2216, Florida Statutes, to plan, develop, own, acquire, construct, improve, maintain, operate, and manage the Florida Turnpike System; and to cooperate and contract with other public entities for such purposes.

C. The City is authorized by Chapters 166 and 335, Florida Statutes, to own, construct, operate, and maintain the city road system located within the geographical boundaries of City of Sunrise, Broward County, Florida, and to enter into agreements with other governmental agencies for performance of the other agencies’ authorized functions.

D. The Department’s adopted work program includes projects to widen and improve State Roadway 869, Sawgrass Expressway (“SR 869”), and interchanges in Broward County, Florida, from south of NW 8th Street to County Road 814, Atlantic Boulevard (“CR 814”) for approximately eight (8) miles, as described in the Department’s Five-Year Adopted Work Program consisting of the projects listed below, collectively known as the “Projects”:

- 1) Financial Project Number (“FPN”) 437155-5 - Widen SR 869 from south of NW 8th Street to Sunrise Boulevard (MP 0-0.5) from 6 to 10 Lanes.
- 2) FPN 437155-1 - Widen SR 869 from Sunrise Boulevard to Oakland Park Boulevard (MP 0.5-4.1) from 6 to 10 Lanes.
- 3) FPN 437155-6 - Widen SR 869 from Oakland Park Boulevard to Atlantic Boulevard (MP 4.1-7.5) from 6 to 10 Lanes.

E. To ensure the most effective use of public resources and to facilitate the construction of the Projects, the Parties agreed to establish this Agreement to coordinate various aspects of the Projects.

F. It is the intent of the Parties to cooperate and coordinate their efforts and resources to minimize the costs of construction, right-of-way acquisition, maintenance, and other Projects-related matters as the Department expands and improves its transportation system and facilities within the City of Sunrise.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the Parties agree that the Recitals are true, correct, and incorporated by reference herein, and further agree as follows:

1. Representations of the City.

a. To the knowledge of the City, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the City of its obligations under this Agreement.

b. To the knowledge of the City, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the City is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

c. All consents, waivers, approvals and other governmental actions required to be taken in order for the City to enter into this Agreement have been received by the City.

2. Representations of the Department.

a. To the knowledge of the Department, there is no litigation pending or threatened with respect to this Agreement, or the subject matter hereof, which would affect the performance by the Department of its obligations under this Agreement.

b. To the knowledge of the Department, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the Department is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

3. Department Responsibilities. Subject to the timely performance by the City of its obligations under this Agreement:

a. The Department will prepare the design and construction criteria required to construct the Projects. The Projects will generally include, among other things, widening SR 869 from six (6) to ten (10) lanes from south of NW 8th Street to Atlantic Boulevard (CR 814); interchange reconstruction at Sunrise Boulevard, Pat Salerno Drive and Oakland Park Boulevard;

interchange ramp milling and resurfacing at Commercial Boulevard; a new 2-lane southbound Connector-Distributor roadway from I-75 to Oakland Park Boulevard; bridge construction and widening; electronic toll collection facilities; primary and secondary stormwater management facilities; highway lighting; roadside signing; intersection traffic control signal equipment; corridor Intelligent Transportation System (ITS); and similar improvements on City owned roadways including Sawgrass Corporate Parkway, Flamingo Road, and NW 136th Avenue. The Department will procure construction services for the Projects in accordance with the procurement processes available to the Department. The Parties acknowledge and agree that the local road improvements reflected in Exhibits “A” through “C” may be modified during the final design process for the Projects. Any change, deviation, correction or alterations of the Projects Plans made after the City’s review shall be coordinated with the City. Any future changes requested by the City not contemplated in the Project’s final design plans approved by the Department (“Projects Plans”) may be considered by the Department, but all additional costs resulting from any City-requested changes will be borne solely by the City.

b. The Parties acknowledge and agree that the Department will construct the Projects within the existing Department right-of-way and the City right-of-way (refer to Section 4 City Responsibilities, below), in accordance with the terms and conditions of the following construction contracts anticipated to be advertised by the Department on or about the following dates:

- 1) FPN 437155-5 anticipated to be advertised on or about March 13, 2026.
- 2) FPN 437155-6 anticipated to be advertised on or about March 13, 2026.
- 3) FPN 437155-1 anticipated to be advertised on or about June 12, 2026.

The Parties agree that the scheduled date of advertisement is subject to change by the Department. The Department may adjust the Project’s schedule as necessary and will provide reasonable notice to the City. Such adjustments shall not require an amendment to this agreement.

c. The Department will administer the work so that the Projects are constructed in accordance with the Projects Plans and specifications approved by the Department. As part of the construction, the Department will install all toll structures and equipment needed for the operation of SR 869 as part of the Turnpike System. The Department shall not be responsible for any costs associated with aesthetic enhancements including, but not limited to, paintings, surface treatments, plaques, signage, decorative lighting, monuments, or fountains applied to structures, roadway elements, or landscaping on the Projects beyond what is in the contract plans and specifications.

d. The Department will own and operate portions of the Projects as described in this Agreement located within the final SR 869 right-of-way as part of the Turnpike System, with tolls collected by electronic means utilizing the Department’s systems for electronic toll collection, at the Department’s discretion, as the sole means of access for those entering or exiting SR 869. This paragraph shall not affect the Parties’ allocation of maintenance responsibilities as otherwise provided in this Agreement.

e. Upon the final acceptance of each of the Projects by the Department, in accordance with Article 5-11 of the Department’s Standard Specifications for Road and Bridge Construction, the

Department will maintain those portions of the Projects which it is assigned maintenance obligations under this Agreement as currently reflected in Exhibits “A” through “C” to this Agreement, which exhibits are subject to amendment. The Department’s maintenance responsibilities shall include:

- 1) All SR 869 mainline and interchange ramp ITS infrastructure located within the Department’s right-of-way and Department owned ITS infrastructure located within the City’s right-of-way, including any Department owned power service infrastructure.
- 2) All SR 869 mainline and interchange signing, pavement markings, fences, gates, guardrails, and noise walls located within the Department’s right-of-way.
- 3) All SR 869 mainline bridges and interchange ramp bridges passing over the City’s roadways. This includes all bridge piers and associated protective structures located below SR 869 within that roadway.
- 4) All SR 869 mainline and interchange ramp tolling infrastructure located within the Department’s right-of-way and Department owned tolling infrastructure located within the City’s right-of-way.
- 5) The SR 869 interchange ramp connections to Sunrise Boulevard as described and reflected in Exhibit “A” and Oakland Park Boulevard as described and reflected in Exhibit “B”.
- 6) All landscape, sodding, and miscellaneous asphalt along the SR 869 mainline and interchange ramps within the Department’s right-of-way except any landscape installed by the City within the City’s roadway medians or margins.
- 7) All overhead sign structures and sign panels located within the Department’s right-of-way and Department owned overhead sign structures located within the City’s right-of-way.
- 8) Any work covered by the Project’s warranty within the City’s right-of-way in accordance with the Department’s Standard Specifications for Road and Bridge Construction.
- 9) All SR 869 mainline and interchange ramp guardrails and bridge pier roadside protection.

f. Upon the final acceptance of the Projects by the Department, the Department shall own, operate, and maintain all lighting systems connected to the Department’s load centers and meters within the limits of the Projects.

g. Upon the final acceptance of the Projects by the Department, the traffic control signal equipment at the following locations will be owned by the Department and maintained by the others as described in Section 4.g of this Agreement:

- 1) The interchange entrance and exit ramp intersections of SR 869 and Sunrise Blvd.
- 2) The interchange entrance and exit ramp intersections of SR 869 and Pat Salerno Dr.
- 3) The interchange entrance and exit ramp intersections of SR 869 and Oakland Park Blvd.
- 4) The interchange entrance and exit ramp intersections of SR 869 and Commercial Blvd.

h. Upon the final acceptance of the Projects by the Department, the Department shall operate and maintain the drainage systems that discharge stormwater to Department owned, operated, and maintained stormwater management facilities or permitted outfalls. This includes, but is not limited to, Department owned drainage box culverts, Department owned drainage pipes, Department owned drainage inlets, Department owned drainage end treatments, and Department owned outfalls that are located within City right-of-way

i. The Department will notify the City at least two (2) business days prior to performing any periodic maintenance on any portions of the Projects on the City's right-of-way for which maintenance responsibility is assigned to the Department under this Agreement.

j. The Department shall perpetually maintain all areas of the Projects for which it has maintenance responsibility in good repair and working order in accordance with the Projects Plans and the standards and requirements of the Department generally applicable to work on City right-of-way (as may be amended), and in a manner which will not interfere with the convenient, safe, and continuous use of SR 869 or City facilities adjacent thereto. If any portion of the Projects for which the Department has maintenance responsibility is damaged such that it is not structurally stable or presents a safety hazard to the public, it shall be repaired to a safe condition in a timely manner.

- 1) For any periodic maintenance activities on any portion of the Projects within the City's right-of-way for which maintenance responsibility is assigned to the Department under this Agreement, the Department shall submit to the City a maintenance plan in accordance with all City procedures. This maintenance plan must be submitted to City's Community Development Department, Engineering Division in advance of the planned maintenance work and approved by the City prior to commencing any maintenance or repair activities (this requirement shall not be construed to limit the Department's responsibility for taking immediate action to protect the traveling public in the event any portion of the Projects maintained by the Department is determined to pose an imminent safety threat). It is hereby agreed by the Parties that neither the granting of permission to access the City's right-of-way nor the Department's use or occupancy of the City's right-of-way shall operate to create or vest any property right to or in the Department. For any maintenance activities that require a lane closure on City roads, the Department must provide a signed and sealed Maintenance of Traffic Plan and lane closure analysis to the City for its review and approval prior to commencing such maintenance activities through an Engineering Permit application.

- 2) Maintenance work performed by the Department on the City's right-of-way on any portion of the Projects shall only be performed by Department staff or qualified contractors, and shall be subject to the requirements of this Agreement generally applicable to work in City right-of-way, including the requirements for advance notice of work to be performed, maintenance of traffic, workmanlike performance, erosion and pollution control, environmental requirements, avoidance of damage to City facilities, public safety, hours of operation, and lane closures. Maintenance work that includes reconstruction of any portion of the Projects shall be subject to all provisions of this Agreement applicable to the initial construction of the Projects.
- 3) Unless otherwise agreed to by the City in a separate permit or written agreement, improvements constructed as part of the Projects for which the Department is responsible for maintenance shall be maintained to the same dimensions as originally constructed. The Department shall not cause or permit any liens or encumbrances to attach to any portion of the City's right-of-way.
- 4) If the Department fails to properly maintain any portions of the project within the City's right-of-way, for which maintenance responsibility is assigned to the Department under this Agreement, the City will provide written notice to the Department with a timeframe for correcting the deficiency. Non-emergency repairs will be provided at least 30 calendar days advance notice. If the Department fails to perform the required maintenance within the initially designated timeframe or other time frame agreed to by both parties, the City retains the right to perform the work at the Department's expense.
- 5) The Department shall be solely responsible for any damage to the City's, right-of-way that has been dedicated to the public, real property, any surrounding property, real estate, vehicles, pedestrians, or other persons or things occurring as a result of its operation or maintenance activities, at no expense to the City. In addition, the Department will be solely responsible for clean-up or restoration required to correct any environmental or health hazards that may result from its maintenance operations, at no expense to the City. The Department shall not store any hazardous materials within the City's right-of-way.

The provisions of paragraph 3.j shall survive the expiration or termination of this Agreement.

k. Upon the final acceptance of the Project, FPN 437155-5, by the Department in accordance with Article 5-11 of the Department's Standard Specifications for Road and Bridge Construction, the Department will at the Department's sole cost and expense, in accordance with the conditions of this Agreement and Department procedure, transfer by Quitclaim Deed its interest in the following described rights-of-way to the City:

Sawgrass Corporate Parkway – Upon the final acceptance of the Project, FPN 437155-5, by the Department, the Department will convey to the City Parcels 107 and 178 as generally depicted in Exhibit "D" to this Agreement. The City shall thereafter own and maintain Parcels 107 and 178 as depicted in Exhibit "D" to this Agreement. Nothing in this paragraph shall

affect the Parties' allocation of operation and maintenance responsibilities as otherwise provided in this Agreement.

- 1) The Department, as part of the transfer of right-of-way to the City, may reserve in its favor a right of reversion in any of the quitclaim deeds provided for under this Agreement. Such right of reversion may be exercised should the Department need the right-of-way for transportation related purposes.

4. City Responsibilities. As conditions to the Department's responsibilities under this Agreement:

a. Any construction and maintenance costs associated with aesthetic enhancements including, but not limited to, paintings, surface treatments, plaques, signage, decorative lighting, monuments, or fountains applied to structures, roadway elements, or landscaping requested by the City over and above Department guidelines, if agreed to by the Department, shall be the responsibility of the City.

b. Upon the final acceptance of each of the Projects by the Department, the City will be responsible for complying with all environmental regulatory permits applicable to those areas for which maintenance responsibility is assigned to the City as depicted in Exhibits "A" through "C" (as such exhibits may be amended). Upon the final acceptance of each of the Projects by the Department, the City will assist the Department in securing a modification to any environmental regulatory permits issued for the Projects to reassign to the City all permit terms and conditions applicable to those areas of the Projects for which ownership and/or maintenance responsibility is assigned to the City under the terms of this Agreement.

c. The City acknowledges that construction of the Projects will partially occur in the City's right-of-way. The City grants the Department, its consultants, and contractors (at no cost to the Department, its consultants, or contractors), for the duration of the Projects through the final acceptance by the Department, the right to enter upon, over, through, under, across, and to occupy City right-of-way for the purpose of constructing the Projects as more fully described in the Projects construction plans.

d. The City grants the Department, its consultants, and contractors (at no cost to the Department, its consultants, or contractors) the right to enter upon, over, through, under, across, and to occupy the City's right-of-way for the purposes of operating and maintaining areas of the Projects for which maintenance responsibility is assigned to the Department as depicted on Exhibits "A" through "C" to this Agreement (as such exhibit may later be amended).

e. Upon the final acceptance of each of the Projects by the Department, the City shall maintain, at its sole cost, all areas of the Projects for which maintenance responsibility is assigned to the City as reflected in Exhibits "A" through "C" to this Agreement, as such exhibits may later be amended. The City's maintenance responsibilities shall include:

- 1) All improvements within the City's right-of-way resulting from the construction of the Projects not identified herein as the responsibility of the Department including, but not limited to:

i. Roadway pavement, pavement markings, driveways/turnouts, curb and gutter, pedestrian sidewalks and barriers shielding City owned above ground hazards, traffic separators, ditch pavement, ground mounted signs, irrigation, landscape, hardscape, stormwater pipes and structures, stormwater management facilities, and grass within City right-of-way.

f. Upon the final acceptance of the Projects by the Department, the City shall operate and maintain all lighting systems connected to the City's load centers and meters.

g. It is understood by the Parties that all traffic control signal equipment at the locations listed in Section 3.g shall be operated and maintained by others in accordance with the terms and conditions of the then applicable Traffic Signal Maintenance Compensation Agreement (TSMCA) between the Department and others.

h. The City will notify the Department at least two (2) business days prior to performing any periodic maintenance on any portions of the Projects on the Department's right-of-way for which maintenance responsibility is assigned to the City under this Agreement.

i. Upon the final acceptance of the Projects by the Department, the City shall operate and maintain the drainage systems that discharge stormwater to City owned, operated, and maintained stormwater management facilities or permitted outfall locations. This includes, but is not limited to, City owned drainage box culverts, City owned drainage pipes, City owned drainage inlets, City owned drainage end treatments, and City owned outfalls that are located within Department right-of-way.

j. The City shall perpetually maintain all areas of the Projects for which it has maintenance responsibility in good repair and working order in accordance with the Projects Plans and the standards and requirements of the Department generally applicable to work on Department right-of-way (as may be amended), and in a manner which will not interfere with the convenient, safe, and continuous use of SR 869 or other Department facilities adjacent thereto. If any portion of the Projects for which the City has maintenance responsibility is damaged such that it is not structurally stable or presents a safety hazard to the public, it shall be repaired to a safe condition in a timely manner.

- 1) For any periodic maintenance activities on any portion of the Projects within the Department's right-of-way for which maintenance responsibility is assigned to the City under this Agreement, the City shall submit to the Department a maintenance plan in accordance with all Department standards, procedures, and specifications. This maintenance plan must be submitted to Enterprise's Maintenance Office in advance of the planned maintenance work and approved by the Department prior to commencing any maintenance or repair activities (this requirement shall not be construed to limit the City's responsibility for taking immediate action to protect the traveling public in the event any portion of the Projects maintained by the City is determined to pose an imminent safety threat). It is hereby agreed by the Parties that neither the granting of permission to access the Department's right-of-way nor the City's use or occupancy of the Department's right-of-way shall operate to create or vest any property right to or in the City. For any maintenance activities that require a lane closure on SR 869 or impact traffic on SR 869, the City must provide a signed and sealed Maintenance of Traffic Plan and lane closure analysis

to the Department for its review and approval prior to commencing such maintenance activities through a Department Permit application.

- 2) Maintenance work performed by the City on the Department's right-of-way shall only be performed by City staff or qualified contractors, and shall be subject to the requirements of this Agreement generally applicable to work in Department right-of-way, including the requirements for advance notice of work to be performed, maintenance of traffic, workmanlike performance, erosion and pollution control, environmental requirements, avoidance of damage to Department facilities, public safety, hours of operation, and lane closures. Maintenance work that includes reconstruction of any portion of the Projects shall be subject to all provisions of this Agreement applicable to the initial construction of the Projects.
- 3) Unless otherwise agreed to by the Department in a separate permit or written agreement, improvements constructed as part of the Projects for which the City is responsible for maintenance shall be maintained to the same dimensions as originally constructed. The City shall not cause or permit any liens or encumbrances to attach to any portion of the Department's right-of-way.
- 4) If the City fails to properly maintain any portions of the project within the Department's right-of-way, for which maintenance responsibility is assigned to the City under this Agreement, the Department will provide written notice to the City with a timeframe for correcting the deficiency. Non-emergency repairs will be provided at least 30 calendar days advance notice. If the City fails to perform the required maintenance within the initially designated timeframe or other time frame agreed to by both parties, the Department retains the right to perform the work at the City's expense.
- 5) The City shall be solely responsible for any damage to the Department's real property, any surrounding property, real estate, vehicles, pedestrians, or other persons or things occurring as a result of its operation or maintenance activities, at no expense to the Department. In addition, the City will be solely responsible for clean-up or restoration required to correct any environmental or health hazards that may result from its maintenance operations, at no expense to the Department. The City shall not store any hazardous materials within the Department's right-of-way.

The provisions of paragraph 4.j shall survive the expiration or termination of this Agreement.

k. The City must submit its proposed plans to the Department for review and must receive approval from the Department prior to commencing any work to modify any portion of the Projects owned by the Department or within Department right-of-way.

l. Unless otherwise authorized by the Department in a separate permit or written agreement, the City shall not issue permits to allow public access to any portion of the Department's right-of-way.

5. General Maintenance Responsibilities.

In addition to each Party’s specific maintenance responsibilities as outlined in Section 3 (Department) and Section 4 (City), the Parties agree to the following general maintenance responsibilities upon the final acceptance of each of the Projects by the Department:

- 1) Each Party shall be responsible for all ground-mounted signs within the limits of their responsibility, regardless of message, unless installed under a separate permit or agreement.
- 2) Each Party shall be responsible for maintaining compliance with the criteria set forth by the approved permits associated with the roadways and accompanying facilities within the limits of their responsibility.

6. Miscellaneous.

a. Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

b. Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:

Executive Director
Florida’s Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

With a copy to:

Chief Counsel
Florida’s Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO CITY:

City Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

With a copy to:

City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

c. The Department may cancel this Agreement for refusal of the City to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the City in conjunction with this Agreement.

d. Nothing in this Agreement shall prevent the Parties from entering into third party agreements that require third parties to assist the Parties with their obligations under this Agreement; provided, however, such third-party agreements shall not in any manner relieve the Parties of their obligations under this Agreement. Neither the Department nor the City shall be obligated or liable hereunder to any person or entity not a party to this Agreement. This Agreement confers no rights on

any third party and shall not create any other third-party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a Party to this Agreement to maintain a suit against the Department or the City pursuant to the terms of this Agreement.

e. All revenue generated by SR 869 shall be the sole property of the Department. Neither the City, nor any person claiming through the City, shall have any claim to revenues generated by the Projects, or shall take any action which would be in contravention of any Department bond resolution or indenture, or which would impair the integrity of any bond covenant of the Department.

f. Upon request, the City will (at no cost to the Department, its consultants, or contractors) work with the Department in good faith to enter into any additional agreement(s) as may be necessary for the Department to perform the work required for the Projects and to otherwise effectuate the terms of this Agreement.

g. The requirements of Section 339.135(6)(a), Florida Statutes, are incorporated into this Agreement:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.”

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

i. No waiver by either Party of any failure by the other Party to timely perform any of its obligations under this Agreement, shall be construed as a waiver of any succeeding failure of the defaulting Party to perform or as a waiver of the defaulting Party’s obligations under this Agreement.

j. Nothing in this Agreement shall constitute a waiver by either Party of its sovereign immunity for any damages claimed by third parties, nor shall anything included herein be construed as consent by the City or the Department to be sued by third parties in any matter arising out of this Agreement.

k. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

1. THE CITY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

m. This Agreement shall be binding upon the Parties, their successors and assigns. The City may not assign any of its rights or obligations under this Agreement.

n. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective of the date last signed by a Party.

CITY OF SUNRISE
a Florida municipal corporation

**FLORIDA DEPARTMENT OF
TRANSPORTATION, FLORIDA'S
TURNPIKE ENTERPRISE**

By: _____

By: _____

Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

Name: _____

Title: _____

Date: _____

Date: _____

(SEAL)

Legal Review (Department)

ATTEST:

By: _____

As authorized for execution at the City Commission meeting of:

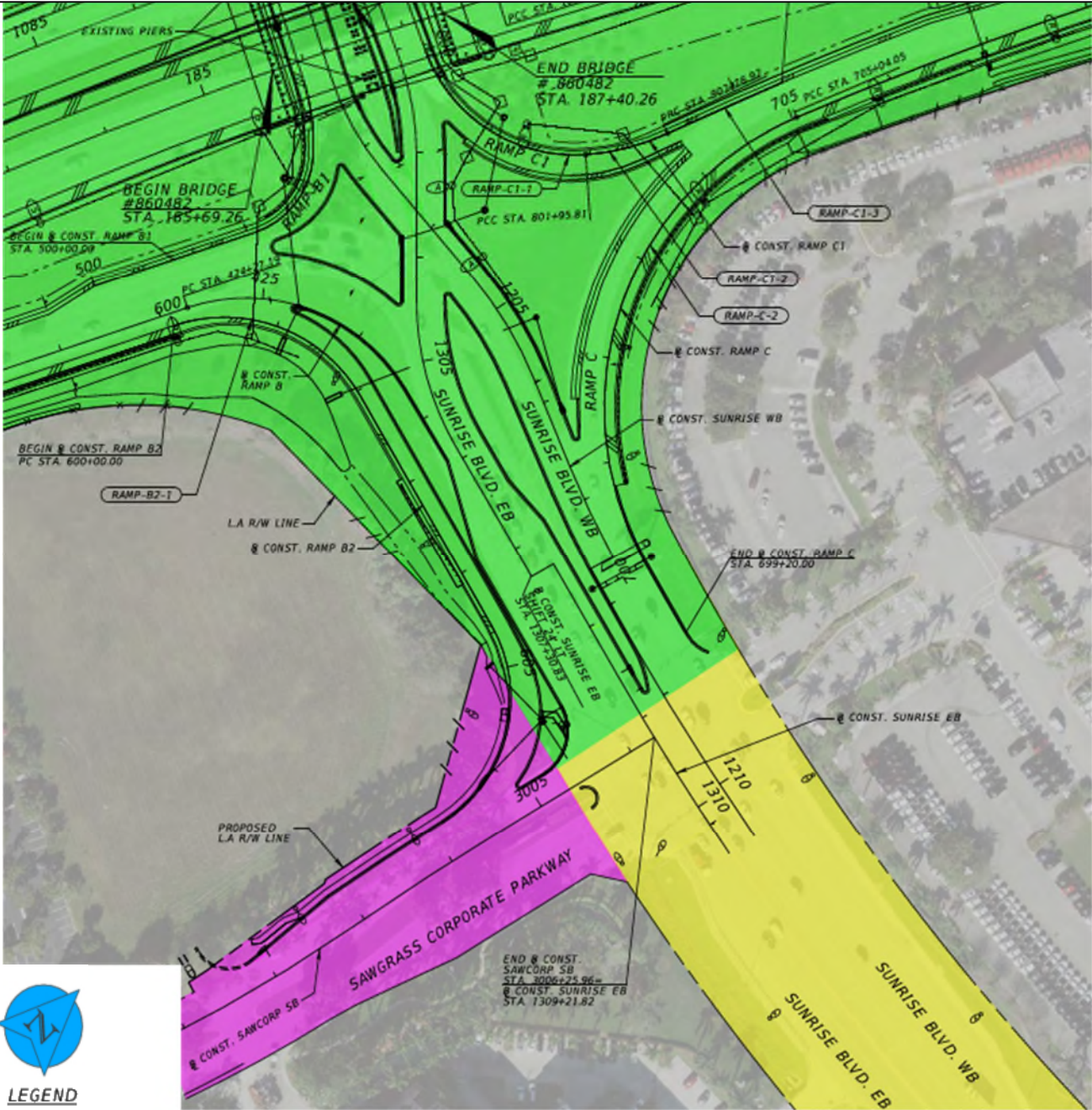
Date: _____

Legal Review (City)

EXHIBIT "A" THROUGH "C" – MAINTENANCE EXHIBITS

EXHIBIT "A"
MAINTENANCE EXHIBIT – SAWGRASS CORPORATE PARKWAY
(Page 1 of 1)

Note: This Exhibit is included solely for illustrative purposes to identify the respective maintenance responsibilities of the Parties as contemplated in this Agreement. It is not intended to, and shall not be construed to, modify, expand, or limit any existing jurisdictional maintenance obligations of any entity not a Party to this Agreement.

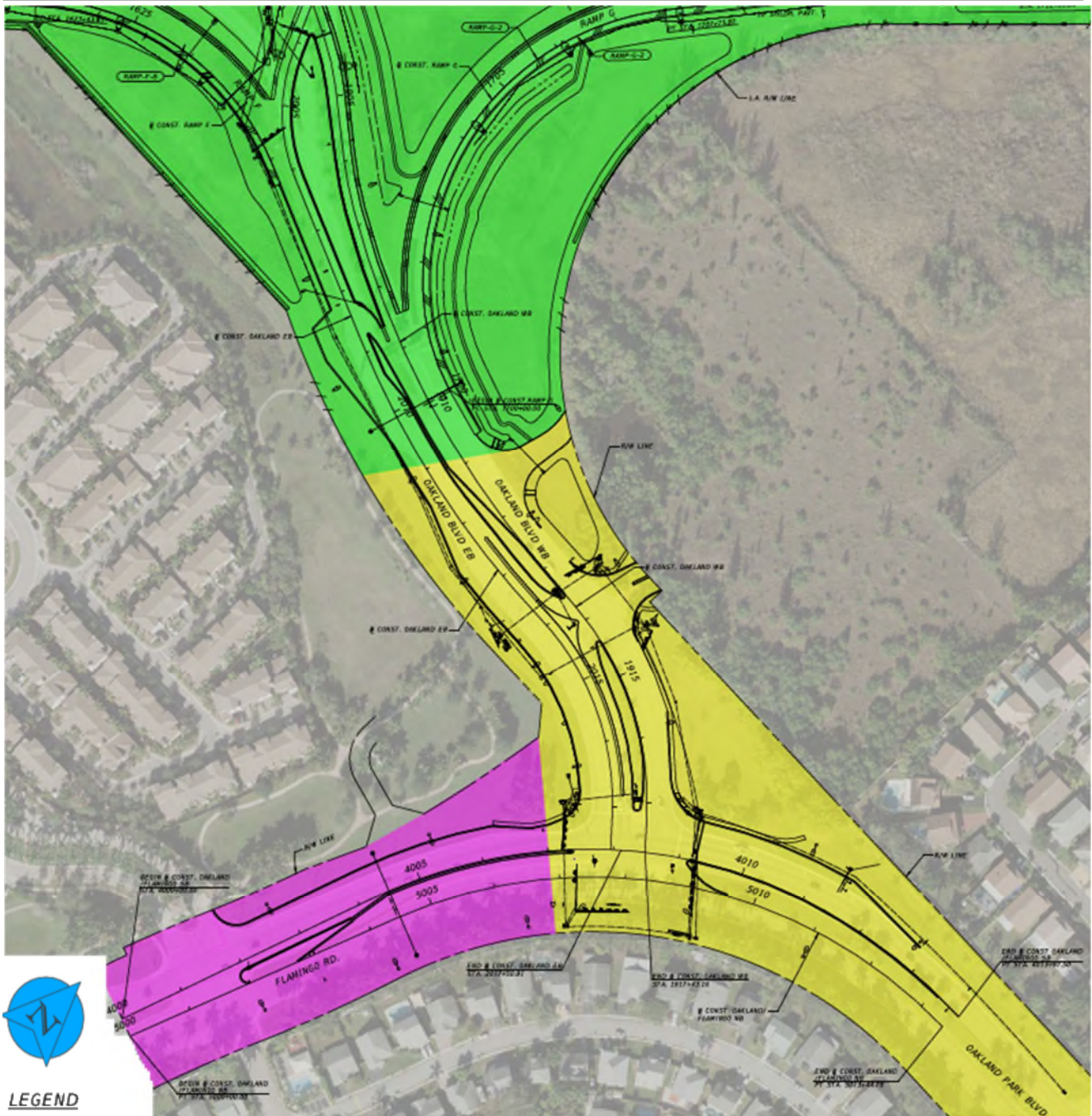


LEGEND

- TO BE MAINTAINED BY CITY OF SUNRISE
- TO BE MAINTAINED BY THE DEPARTMENT
- TO BE MAINTAINED BY OTHERS

EXHIBIT "B"
MAINTENANCE EXHIBIT – FLAMINGO ROAD/OAKLAND PARK BOULEVARD
(Page 1 of 1)

Note: This Exhibit is included solely for illustrative purposes to identify the respective maintenance responsibilities of the Parties as contemplated in this Agreement. It is not intended to, and shall not be construed to, modify, expand, or limit any existing jurisdictional maintenance obligations of any entity not a Party to this Agreement.



LEGEND

- TO BE MAINTAINED BY CITY OF SUNRISE
- TO BE MAINTAINED BY THE DEPARTMENT
- TO BE MAINTAINED BY OTHERS

EXHIBIT "C"
MAINTENANCE EXHIBIT – NW 136 AVENUE/PAT SALERNO DRIVE.
(Page 1 of 1)

Note: This Exhibit is included solely for illustrative purposes to identify the respective maintenance responsibilities of the Parties as contemplated in this Agreement. It is not intended to, and shall not be construed to, modify, expand, or limit any existing jurisdictional maintenance obligations of any entity not a Party to this Agreement.

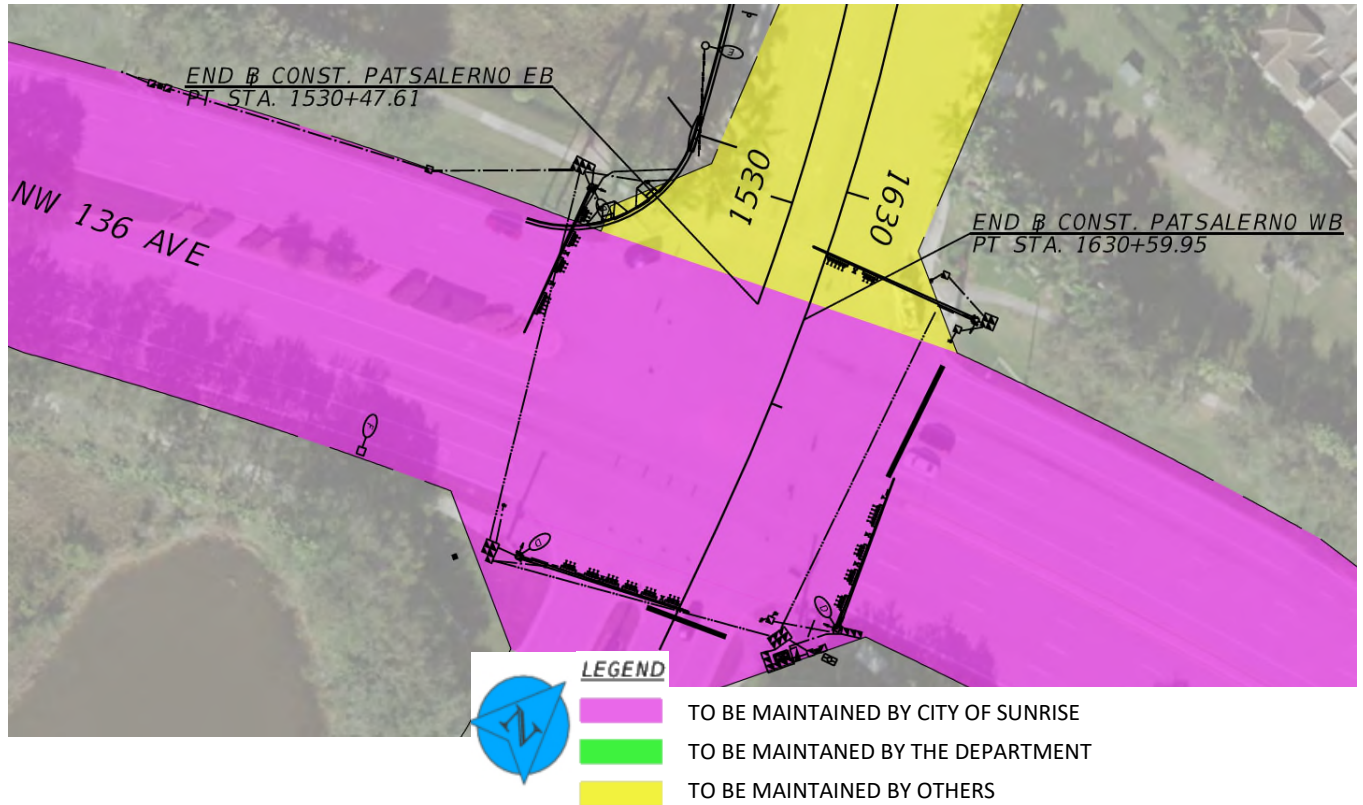


EXHIBIT "D" – PARCEL TRANSFERS

EXHIBIT "D"
PARCEL TRANSFERS – SAWGRASS CORPORATE PARKWAY
(PARCEL No. 107 and 178)

Note: This Exhibit is included solely for illustrative purposes to identify the respective parcels to be conveyed to the City as contemplated in this Agreement. It is not intended to, and shall not be construed to, modify, expand, or limit any existing property rights of any entity not a Party to this Agreement.

