

Prepared by/Return to:
City Attorneys office
City of Delray Beach
200 NW 1st Avenue
Delray Beach, FL 33444

SIGN INSTALLATION AND MAINTENANCE AGREEMENT

THIS SIGN INSTALLATION AND MAINTENANCE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2017 by and between the **CITY OF DELRAY BEACH, FLORIDA**, a Florida municipal corporation whose mailing address is 200 NW 1st Avenue, Delray Beach, Florida ("City") and **VERONA WOODS HOMEOWNERS ASSOCIATION, INC.** ("Association"), a non-profit corporation whose mailing address is (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, the City has authorized the installation of five custom street name signs ("Signs") within the City's right of way of Via Verona in the Verona Woods subdivision to replace the existing street name signs that were installed by, and owned and maintained by, the City.

WHEREAS, the Association agrees to assume all responsibility for the installation and maintenance of the Signs, as approved by the City and described in Exhibit A.

WHEREAS, the parties desire to enter into an installation and maintenance agreement for such purpose and to further protect the City and the public from liability.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. **Recitations.** The recitations referred to above are hereby incorporated as if fully set forth herein.

2. **Installation of Signs.** The Association shall install or have installed, the Signs at the locations identified in Exhibit B. The Association shall install the Signs in accordance with good engineering practices. The Signs installed by the Association shall be and remain the property of the Association. All costs of equipment, materials, labor, installation, and maintenance of whatever nature, shall be borne by the Association. The

City shall not be responsible for any installation costs of whatever nature.

3. **Maintenance of Signs.** The Association shall use best efforts to maintain the Signs in substantially the same condition they were in when they were installed and approved by the City. Specifically, each Sign shall at all times comply with the applicable sign design as described in Exhibit A, and shall at all times be in good condition so that it is performing its design function. The obligation to maintain shall apply to the sign, the sign post, sign hardware, and surrounding landscaping and soil that may prevent the Sign from performing its design function. "Maintenance" or any derivative thereof includes maintenance, replacement, reconstruction and the correction of defects or damage, and otherwise keeping the area surrounding the sign free and clear of soil, landscaping or the storage or accumulation of any other materials that may obstruct the sign. With respect to maintaining soil and landscaping, "maintenance" also shall include the trimming or removal of landscaping or the removal or reshaping of soil that obstructs the sign.

4. **Future City Improvements.** It is understood between the parties hereto that the improvements covered by this Agreement may be removed or relocated, or adjusted at any time in the future, as determined by the City in its sole discretion to be necessary in order that the adjacent road be widened, altered, or otherwise changed to meet with future criteria or planning of the City.

5. **Indemnification and Hold Harmless** The Association shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Association or its employees, agents, servants, partners, principals, or subcontractors. The Association shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Association expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Association shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided. The obligations of this section shall survive the term of this Agreement.

6. **Termination.** Either party may terminate this Agreement, with or without cause, upon written notice to the other party. In the event that this Agreement is terminated, Association shall be responsible for all costs associated with removing the Signs.

7. **Recordation.** This Agreement shall be recorded among the official records of Palm Beach County, and shall constitute a covenant running with the land, and shall be binding on the Association, its successors and assigns.

9. **Entire agreement.** This Agreement represents the entire agreement of the parties hereto concerning the subject matter hereof, and supersedes all prior understandings, whether oral or written.

M. ARLENE ALBURY-WILLMAN
MY COMMISSION # FF 941231
EXPIRES: January 8, 2020
Bonded thru Notary Public Underwriters



EXHIBIT "A"

The limits of the Verona Woods Neighborhood

○ Intersection sign locations. Five (5) total for Verona Woods



EXHIBIT "B"