

EXHIBIT "A"

RIGHT-OF-WAY MAINTENANCE AGREEMENT

This RIGHT-OF-WAY MAINTENANCE AGREEMENT ("Agreement"), entered into this 26th day of July, 2012, by and between the CITY OF COCONUT CREEK, a Florida municipal corporation (hereinafter "City") and VRS/BROADSTONE CYPRESS HAMMOCKS LLC, a Delaware limited liability company, its successor and assigns (hereinafter "Broadstone").

WITNESSETH:

WHEREAS, Broadstone agrees to install and maintain the improvements proposed on NW 51st Terrace, including but not limited to pavement, curbing, sidewalk, and drainage; and

WHEREAS, said property is located in a public right-of-way owned and controlled by the City adjacent to real property owned by Broadstone upon which a multi-family residential development is being built ("Property");

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. Broadstone shall perform and take all actions necessary, at no cost to the City, to install and maintain the improvements located in City right-of-way and more particularly described in Exhibit "A", attached hereto and incorporated herein.
3. Broadstone agrees to maintain the improvements in full compliance with the City of Coconut Creek's Code of Ordinances and Utility and Engineering Standards Manual. Broadstone, or its successors and assigns as owners of the Property shall bear the entire cost of the maintenance of NW 51st Terrace improvements.
4. This Agreement shall be recorded in the Public Records of Broward County, Florida, and is intended to be, and is, a continuing obligation of Broadstone to (a) maintain and repair as necessary, all said improvements

(b) bear the total financial responsibility for such maintenance and repairs, and
(c) bear the liability for injury, if any, arising from the installation of said improvements.

5. Broadstone, its successors and assigns, shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and their officers, agents, and employees, from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and costs actually incurred, whether incurred in litigation, appeals, or otherwise, to the extent arising out of, or resulting from, the negligent performance of work under this Agreement; provided that any such claim, damages, loss or expense which (a) is attributable to bodily injury, or to injury to, or destruction of, tangible property (other than for the work itself) including the loss of use resulting therefrom, and (b) is caused in whole, or in part, by any negligent act or omission of Broadstone, any contractor, or subcontractor, employed by Broadstone or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Broadstone, or any contractor or sub-contractor, under worker's compensation acts, disability benefit acts or any other employee benefit acts. Nothing in this section shall affect the immunity of the City pursuant to Chapter 768, Florida Statutes. In the event Broadstone assigns its obligations herein, the City hereby agrees that Broadstone shall have no further obligations or liabilities following the recordation of such assignment in the Public Records of Broward County, Florida. Broadstone shall obtain the approval of the City of any assignment of the obligations herein prior to such assignment being effective. The City shall not unreasonably withhold such approval upon written request.

6. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of such provision, or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals on the day and year first above written.

VRS/BROADSTONE CYPRESS HAMMOCKS LLC, A Delaware limited liability company

By: Broadstone Cypress Hammocks Alliance, LLC, Authorized Signatory

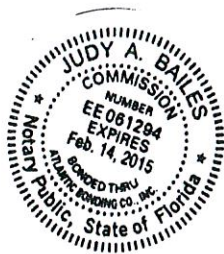
By: [Signature]
Michael Ging
Member

[Signature]
Witness
Printed Name: ROBERT HALL

[Signature]
Witness
Printed Name: BOUCE FRANCIS

STATE OF Florida :
COUNTY OF Palm Beach :

The foregoing instrument was acknowledged before me on July 5, 2012, by Michael Ging, as a Member of Broadstone Cypress Hammocks Alliance, LLC, as the authorized signatory of VRS/BROADSTONE CYPRESS HAMMOCKS LLC, a Delaware limited liability company. He is either personally known to me or _____ presented his driver's license as identification.



Judy A. Bailes
NOTARY PUBLIC, State of Florida
Judy A. Bailes
(Typed / printed / stamped name of Notary)

(N. P. SEAL)

My Commission number is: EE061204
My Commission expires: 2.14.15

(CITY SEAL)

CITY OF COCONUT CREEK,
a Florida municipal corporation

By: *David J. Rivera*
David J. Rivera, City Manager

ATTEST:

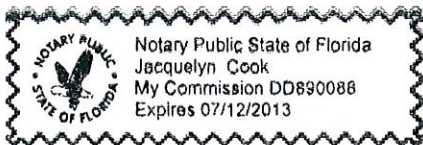
Barbara S. Price
Barbara S. Price, City Clerk

APPROVED AS TO LEGAL FORM:

Paul S. Stewart
ATTORNEY
Print / type / stamp / name CITY OF COCONUT CREEK

STATE OF FLORIDA
COUNTY OF BROWARD

On this 31st day of July, 2012, before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared DAVID J. RIVERA, as City Manager, and BARBARA S. PRICE, as City Clerk, both of the CITY OF COCONUT CREEK, a Florida municipal corporation, who acknowledged before that they executed the foregoing Right-of-Way Maintenance Agreement for and on behalf of the CITY OF COCONUT CREEK. The said DAVID J. RIVERA, and BARBARA S. PRICE, are personally known to me or have produced _____, respectively, as identification.



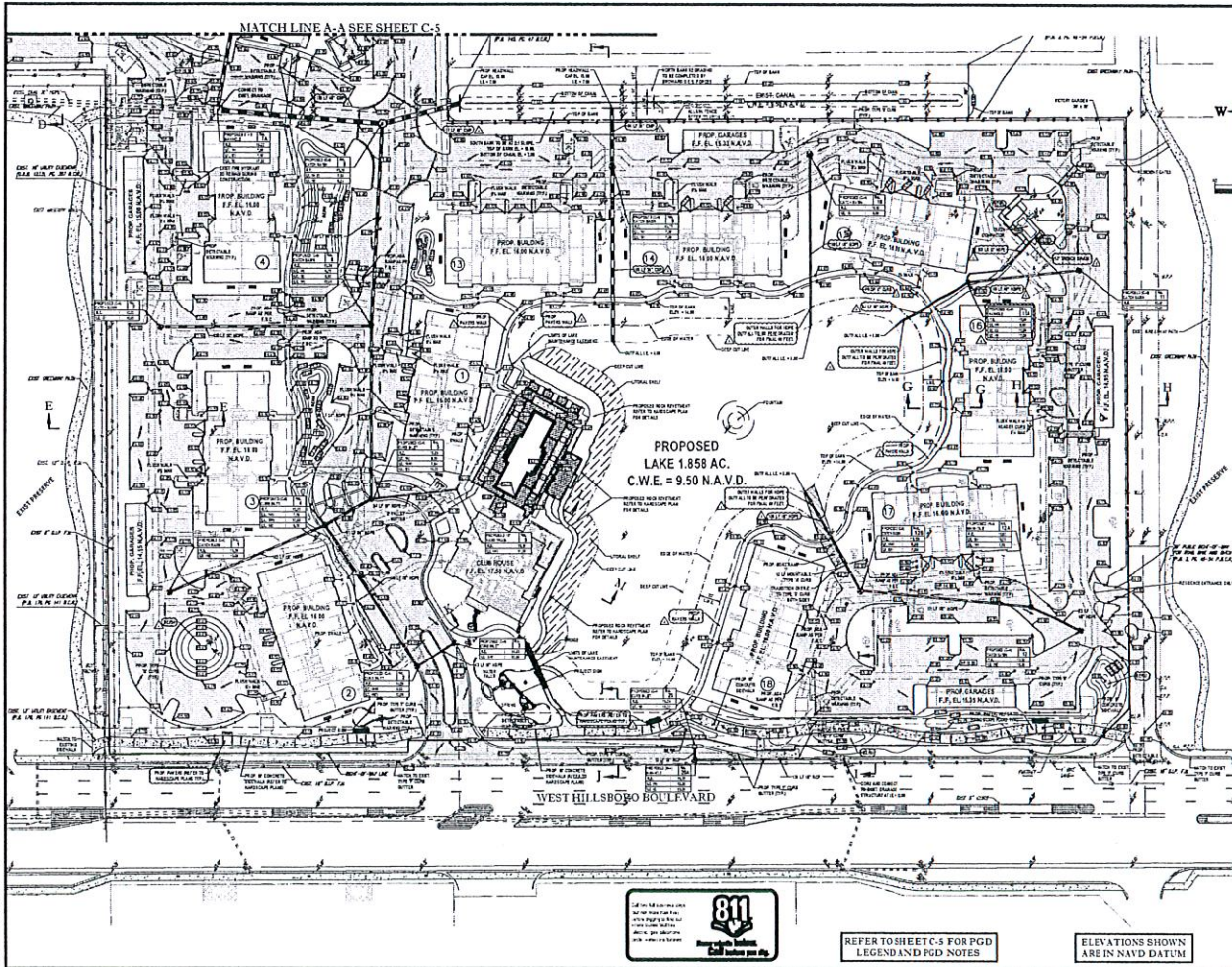
Jacquelyn Cook
NOTARY PUBLIC, State of Florida

JACQUELYN COOK
(Typed / printed / stamped name of Notary)

(N. P. SEAL)

My Commission number is: DD890088

My Commission expires: 7/12/2013



BOHLER ENGINEERING
 1000 W. UNIVERSITY BLVD., SUITE 100
 BOCA RATON, FL 33432
 (561) 991-1111
 WWW.BOHLER-ENGINEERING.COM

NO.	DATE	DESCRIPTION
1	08/11/10	ISSUED FOR PERMIT
2	08/11/10	ISSUED FOR PERMIT
3	08/11/10	ISSUED FOR PERMIT
4	08/11/10	ISSUED FOR PERMIT
5	08/11/10	ISSUED FOR PERMIT
6	08/11/10	ISSUED FOR PERMIT
7	08/11/10	ISSUED FOR PERMIT
8	08/11/10	ISSUED FOR PERMIT
9	08/11/10	ISSUED FOR PERMIT
10	08/11/10	ISSUED FOR PERMIT

PROJECT NO. 10-0000
 SHEET NO. C-6
 DATE 08/11/10

BROADSTONE CYPRESS HAMMOCKS
 FOR ALLIANCE RESIDENTIAL

CITY OF COCOA BEACH
 BISCAYNE COUNTY, FLORIDA

BOHLER ENGINEERING
 1000 W. UNIVERSITY BLVD., SUITE 100
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 (561) 991-1111
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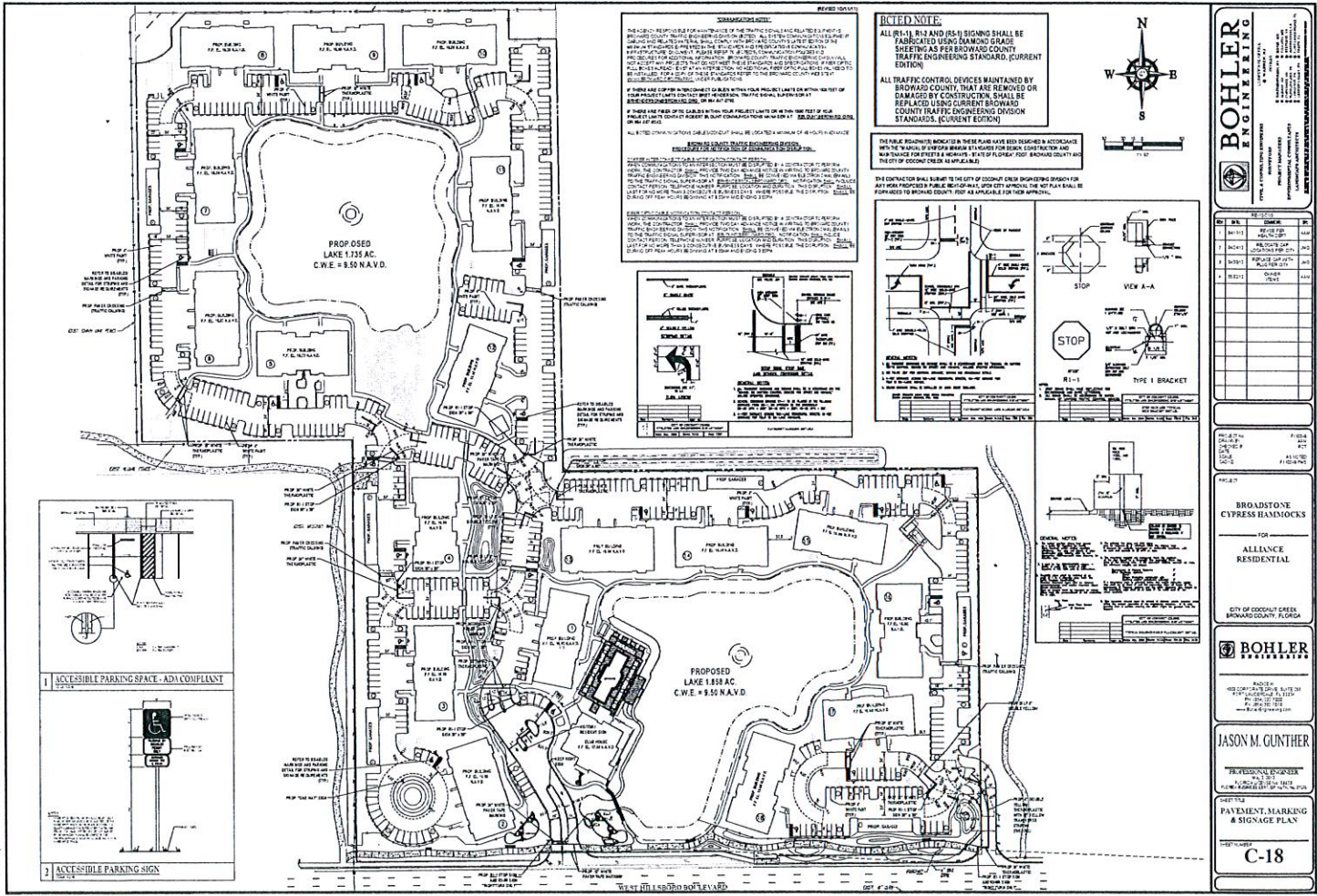
JASON M. GUNTHER
 PROFESSIONAL ENGINEER
 No. 12345
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS

DATE PLOTTED
PAVING, GRADING AND DRAINAGE PLAN
 C-6



REFER TO SHEET C-5 FOR PGD LEGEND AND PGD NOTES

ELEVATIONS SHOWN ARE IN NAVD DATUM



DISSEMINATION NOTE:

THIS PLAN IS PREPARED FOR THE USE OF THE CITY OF BOCA RATON AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. ANY REUSE OF THIS PLAN WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING SHALL BE AT THE USER'S SOLE RISK. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NOTED NOTE:

ALL (R-1), (R-1.5) AND (R-1.5) SIGNING SHALL BE FABRICATED USING BROWARD COUNTY SHEETING AS PER BROWARD COUNTY TRAFFIC ENGINEERING STANDARD, (CURRENT EDITION).

ALL TRAFFIC CONTROL DEVICES MAINTAINED BY BROWARD COUNTY, THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION, SHALL BE REPLACED USING CURRENT BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS, (CURRENT EDITION).

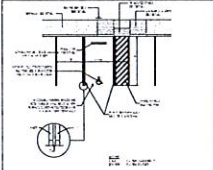
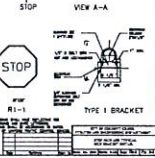
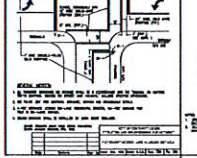


REVISIONS:

NO.	DATE	DESCRIPTION
1	01/15/2024	ISSUED FOR PERMITS

GENERAL NOTES:

1. THE CONTRACTOR SHALL SUBMIT TO THE CITY OF BOCA RATON ENGINEERING DIVISION FOR REVIEW AND APPROVAL ALL TRAFFIC CONTROL DEVICES AND SIGNAGE TO BE INSTALLED ON THIS PROJECT. THE CITY APPROVAL OF THIS PLAN SHALL BE FORWARDED TO BROWARD COUNTY FOR APPROVAL AS APPLICABLE.



1 ACCESSIBLE PARKING SPACE - ADA COMPLIANT



2 ACCESSIBLE PARKING SIGN

BOHLER ENGINEERING

REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 12456
EXPIRES 12/31/2024

PROJECT: BROADSTONE CYPRESS HAMMOCKS
FOR ALLIANCE RESIDENTIAL
CITY OF BOCA RATON, FLORIDA

BOHLER ENGINEERING

REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 12456
EXPIRES 12/31/2024

JASON M. GUNTHER

REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 12456
EXPIRES 12/31/2024

PAVEMENT MARKING & SIGNAGE PLAN

DATE: 01/15/2024

C-18