

This instrument prepared by and return to:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2022 by and between THE CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose mailing address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984, hereinafter referred to as the “Grantor”, and PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not-for-profit corporation, hereinafter referred to as the “Grantee”, the address of which is 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

RECITALS:

A. Grantor owns and holds fee simple title to that certain parcel of real property situated in St. Lucie County, Florida described as follows: Parcel 4, SOUTHERN GROVE Plat No. 8, according to the map or plat thereof, as recorded in Plat Book 62, Page(s) 29 - 32, of the Public Records of St. Lucie County, Florida (“Grantor Property”) of which the easement property described in Exhibit “A” attached hereto and made a part hereof is apart thereof (“Easement Area”); and

B. Grantee owns and holds fee simple title to the real property situated in St. Lucie County, Florida described as follows: Parcel 3, SOUTHERN GROVE Plat No. 8, according to the map or plat thereof, as recorded in Plat Book 62, Page(s) 29 - 32, of the Public Records of St. Lucie County, Florida (“Grantee Property”); and

C. Grantor desires to grant to Grantee easements for ingress, egress, utilities and drainage for the benefit of the Grantee Property over and across the Easement Area in accordance with the provisions of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. RECITALS: The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference as fully as if set forth herein verbatim.

2. GRANT OF EASEMENTS. Grantor does hereby grant, declare, dedicate and convey unto Grantee, its successors, assigns, employees, agents, contractors, tenants, invitees, licensees and all invitees of any such parties (collectively "Permitted Users"), subject to all existing conditions, covenants, encumbrances, easements and all other matters affecting title to the Easement Area, non-exclusive perpetual easements ("Easements") for (i) ingress and egress over, across and upon the Easement Area for the purposes of pedestrian and vehicular traffic of the Easement Area from Discovery Way to Grantee Property, and (ii) the installation and maintenance of utility and drainage facilities upon the Easement Area to service Grantee Property and other areas located in the Tradition Innovation Research Park section of the project known as "Tradition", including the right to connect to water, sewer, drainage and other utility facilities located on the Easement Area.

Nothing contained herein shall be deemed to grant Grantee, or its Permitted Users, the right to (i) park on any portion of the Easement Area, or (ii) obstruct any portion of the Easement Area.

Grantor, or its successors and/or assigns shall have the right, at any time and from time to time, to (a) alter, modify or relocate all or any part of the roads, driveways, sidewalks, parking areas and similar facilities now or hereafter located on the Easement Area, and (b) construct improvements on the Easement Area. However, notwithstanding the foregoing, no alteration, modification or relocation of roads, driveways, sidewalks, parking areas, or similar facilities now or hereafter located on the Easement Area, may materially and adversely interfere with Grantee's enjoyment of the Easement Area. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over, under and/or across the Easement Area, the right to construct, develop, landscape and maintain the improvements now or hereafter located with the Easement Area subject to the terms hereof.

Grantee acknowledges and agrees that the easements granted in this Agreement shall be exercised in common with all persons permitted by any owner of the Easement Area, whether subject to Agreement now or hereafter existing.

The owner of the Easement Area shall have the right to eject lawfully from the Easement Area any persons not hereby or otherwise authorized to use the Easement Area.

Grantee, at its sole cost and expense, shall be responsible for the construction, installation, maintenance, operation, repair, replacement and reconstruction of any utility and drainage facilities installed solely by or for Grantee in the Easement Area, which shall be subject to an performed strictly in accordance with the following provisions:

(a) Prior to any construction, Grantee shall provide to Grantor for review and approval, all plans and specifications for the contemplated construction or installation, together with a proposed timetable for completion of construction and installation. Grantor agrees that upon written request by Grantee (delivered in accordance with the notice provisions of this Agreement) for Grantor's consent as required in this subsection (a) Grantor's consent shall be presumed to have been given unless written notice to the contrary is received by Grantee within ten (10)

business days of Grantor's receipt of such written request and the plans and specifications; provided, that Grantee agrees that the foregoing terms of this subsection (a) are expressly conditioned on any request for Grantor's consent under this subsection (a) containing the following statement on the top of the first page of the request conspicuously printed or stamped: "FAILURE OF GRANTOR TO TIMELY RESPOND TO THIS REQUEST MAY RESULT IN GRANTOR'S CONSENT BEING DEEMED GIVEN IN ACCORDANCE WITH THE TERMS OF THE EASEMENT AGREEMENT." No such work shall be undertaken unless the plans therefor are approved in writing by Grantor (or deemed approved as provided hereinabove). It shall be Grantee's sole responsibility to comply with all applicable laws, ordinances, rules and regulations in its construction, installation, maintenance, operation, repair, replacement, or reconstruction of any utility improvements pursuant to this Agreement, and Grantor's approval (or deemed approval) or disapproval of any plans and specifications presented to it for review hereunder shall not be construed as Grantor's representation or opinion as to the proposed work's compliance with applicable laws, ordinances, rules and regulations.

(b) The proposed construction shall be designed to minimize the disruption of the use and operation of the other portions of the Grantor Property during the construction process.

(c) In addition, all improvements to be constructed or installed by Grantee shall be located below the surface of the Easement Area, at sufficient depths so as to not interfere with present, planned or future improvements which are to be located by Grantor within, over or on the Easement Area; provided, however, that Grantee may construct improvements such as back-flow preventers, transformers and pedestals for utilities above the surface of the Easement Area only within those portions of the Easement Area which are not used for roadways, sidewalks or curbs.

(d) Construction and installation by Grantee, once commenced, shall proceed continuously and diligently until completion and such construction and installation shall be carried on in such a fashion so as to not interfere with the use and maintenance of the other portions of the Easement Area or the Grantor Property, or the improvements located thereon. During such construction and installation, Grantee shall cause the area of construction, the remainder of the Easement Area and any adjoining land to be kept clean and free of trash and debris related to Grantee's construction. Following such construction and installation by Grantee, the area of construction and any improvements thereon, as well as the remainder of the Easement Area and any adjoining land which was damaged by Grantee's construction activities shall be returned by Grantee, at its sole cost and expense, to the condition existing prior to said construction work. If Grantee fails to return the area of construction and any improvements thereon, and the remainder of the Easement Area and the adjoining lands which were damaged by Grantee's construction activities, to their original condition, as aforesaid, Grantor shall have the right to do so at Grantee's expense, whereupon Grantee shall immediately reimburse Grantor for all monies expended to do so. Nothing herein shall serve as authorization for Grantee to utilize or traverse any other portion of the Easement Area in connection with Grantee's construction except the portion of the Easement Area shown on the plans and specifications approved in writing by Grantor as provided hereinabove (or deemed approved by Grantor as provided hereinabove), and as to such portion of the Easement Area such use thereof may be made only as permitted in this Agreement.

(e) Grantee shall furnish to Grantor within thirty (30) days after completion of the applicable construction a full and complete waiver of lien in accordance with the provisions of the Florida Construction Lien Law, as the same may be amended or supplemented from time to time, from any contractor or materialman providing contracting services, labor or supplies with respect to the construction on the Easement Area.

(f) Prior to performing any maintenance, repairs, replacement, or reconstruction of the utility improvements, if applicable for such maintenance, repairs, replacement, or reconstruction, Grantee shall provide to Grantor, for Grantor's review and approval, all plans and specifications for the contemplated maintenance, repairs, replacement, or reconstruction. If applicable, Grantor agrees that upon written request by Grantee (delivered in accordance with the notice provisions of this Agreement) for Grantor's consent as required in this subsection (g), Grantor's consent shall be presumed to have been given unless written notice to the contrary is received by Grantee within ten (10) business days of Grantor's receipt of such written request and the plans and specifications; provided, that Grantee agrees that the foregoing terms of this subsection (g) are expressly conditioned on any request for Grantor's consent under this subsection (g) containing the following statement on the top of the first page of the request conspicuously printed or stamped: 'FAILURE OF GRANTOR TO TIMELY RESPOND TO THIS REQUEST MAY RESULT IN GRANTOR'S CONSENT BEING DEEMED GIVEN IN ACCORDANCE WITH THE TERMS OF THE EASEMENT AGREEMENT.'" No such work shall be undertaken unless the plans therefor, if any, are approved in writing by Grantor (or deemed approved as provided hereinabove). Notwithstanding the foregoing, Grantee shall promptly perform emergency repairs without the prior approval of Grantor in the event that such repairs must be performed on an emergency basis to avoid injury to persons or property. It shall be Grantee's sole responsibility to comply with all applicable laws, ordinances, rules and regulations in its maintenance, repairs, replacement, or reconstruction of the utility improvements pursuant to this Agreement, and Grantor's approval (or deemed approval) or disapproval of any plans and specifications presented to it for review hereunder shall not be construed as Grantor's representation or opinion as to the proposed work's compliance with applicable laws, ordinances, rules and regulations. Prior to performing any such maintenance, repairs, replacement, or reconstruction, Grantee shall comply with all terms and provisions of this Agreement, including, without limitation, the terms and provisions of subparagraphs (b) through (f) hereinabove. Grantee shall at all times bear the cost of the maintenance, repairs, replacement, or reconstruction of all portions of such utility improvements.

3. MAINTENANCE. Grantor covenants, for and on behalf of itself, its successors and assigns, that Grantor will, at all times after the same has been constructed by Grantor, keep and maintain, or cause to be kept and maintained, the paved road and landscaping on the Easement Area and the installation therein in a good state of maintenance and repair to permit access to the Easement Area, ordinary wear and tear excepted. Grantor may temporarily interrupt access to the Easement Area as reasonably required in connection with construction, repair, maintenance,

resurfacing, repaving, or replacement thereof so long as such work is diligently pursued to completion and scheduled and conducted in a manner that minimizes inconvenience to the same.

If Grantor fails to do so as required by this paragraph, Grantee shall provide written notice to Grantor specifying such failure. If Grantor fails to timely cure such failure, Grantor hereby authorizes Grantee and its Permitted Users to enter upon the Easement Area, at Grantor's expense, to maintain the Easement Area. Grantor shall reimburse Grantee on demand for the reasonable cost of any maintenance and repair of the Easement Area by Grantee in accordance with the terms hereof.

Grantor shall provide evidence to Grantee once each year of the maintenance costs paid by Grantor for the Easement Area, excluding any maintenance costs related to utility facilities which serve only the Grantor Property ("Costs"). The owner of Grantee Property shall, within thirty (30) days of receipt of the Costs from the owner of the Grantor Property, pay the owner of the Grantor Property twenty-five percent (25%) of the Costs incurred by Grantor in maintaining the Easement Area; provided, however, that owner of the Grantee Property's obligation to reimburse the owner of the Grantor Property for such share of the Costs shall not commence until such time as Grantee obtains a building permit for any development or construction activity on any portion of the Grantee Property. This payment of Costs by Grantee shall directly reduce the payment of said Costs by the grantee under the Easement Agreement recorded in Official Records Book 3101, Page 73, St. Lucie County, Florida public records. Notwithstanding the foregoing, in the event that the Easement Area is damaged due to construction, maintenance of the utilities or drainage facilities in the Easement Area or the movement of construction or other equipment across such Easement Area, the party for whose benefit such construction or other equipment is being moved across such Easement Area shall pay all costs necessary to repair such damage.

4. APPURTENANT EASEMENTS. The Easements hereby granted are for the benefit of the Grantee Property are deemed to be appurtenant easements for the benefit of Grantee Property.

5. INSURANCE: Prior to utilizing any easement granted herein, the Grantee must provide evidence of the following insurance coverage:

- (a) Non-Governmental Entity/Instrumentality: See **Exhibit "B"** hereto.
- (b) Governmental Entity/Instrumentality: Notwithstanding Paragraph 5(a) above, if a Grantee is: (i) a governmental entity or instrumentality (this includes GFC); and (ii) is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28, the following insurance provisions apply:

Liability is limited to \$200,000 per claimant, \$300,000 per claim or occurrence for negligent acts of the Grantee (as it now is written as it may be amended by the legislature at future dates). Grantee shall furnish to Grantor each year, a

Certificate of Insurance that names Grantor as a “Certificate Holder” evidencing proof of self-insurance. Nothing contained in this Agreement shall be construed or interpreted to increase or waive any limits of liability or waive any immunity afforded to either party, by Florida Statutes, case law, or any other source of applicable governing law, including but not limited to section 768.28, Florida Statutes. However, it shall be the responsibility of the Grantee to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced in Exhibit “B” and the coverage is *without the language* “when required by written contract”.

6. INDEMNIFICATION

- (a) Non-Governmental Entities. To the extent permitted by law, each Grantee hereby indemnifies, defends and holds harmless Grantor and Grantor’s directors, officers, employees and agents, and their respective heirs, successors and assigns, from and against any and all liability to any person or entity for or on account of any death or injury to persons or any damage to property, as well as any loss, damage, lien, claim, injury or expense (including reasonable attorneys' fees and costs) arising out of or occurring in connection with this Agreement or the use of the Easement Area or any facilities installed therein by Grantee and the employees, agents, contractors, tenants, invitees and licensees of any Grantee.
- (b) Governmental Entities. Governmental entity Grantees, including the GFC, are not subject to the indemnification requirements contained in this Agreement.

7. DURATION. It is intended that the easements hereby granted shall be perpetual in nature. Notwithstanding the foregoing, Grantee may, in Grantee’s sole and absolute discretion, elect to terminate this Agreement upon at least thirty (30) days advance written notice to Grantor; provided, however, that, notwithstanding such termination, Grantee shall remain obligated for all liabilities under this Agreement which arose or accrued prior to the effective date of such termination, including, without limitation, reimbursement of the applicable portion of the Costs as provided in his Agreement. Upon the termination of this Agreement, Grantor and Grantee agree to execute a mutually acceptable termination of this Agreement which shall be recorded by Grantor in the public records of the county where the Easement Area is located.

8. NO MERGER. The current or future common ownership of fee simple title to all or any portion of the Grantor Property and all or any portion of Grantee Property shall not result in the extinguishment by merger, if applicable, of easement rights herein granted, reserved or created.

9. SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto and any person or entity to which such benefits are specifically assigned by written instrument recorded in the Public Records of St. Lucie County, Florida. All of the provisions,

agreements, covenants and conditions herein contained shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be amended, in writing, by the parties to this Agreement or such other person or persons to whom the right to amend this Agreement is specifically assigned.

10. ENFORCEMENT. The Easements contained herein shall be enforceable by any of the parties by suit for damages (excluding punitive or consequential damages), specific performance and/or mandatory and/or prohibitory injunctive relief, in addition to any other remedy provided by law or equity.

11. OVERBURDEN. It is hereby agreed that the development or redevelopment of Grantee Property and the Grantor Property shall not be deemed to overburden the utilization of the Easements as any further development and/or redevelopment of Grantee Property and/or Grantor Property as permitted by applicable governmental requirements and other restrictions applicable to such properties has been contemplated by the parties in connection with the grant of the easements hereunder.

12. COVENANT RUNNING WITH THE LAND. All provisions of this Agreement, including the benefits and burdens of same, are covenants which run with the land and which shall inure to and bind the heirs, legal representatives, successors and assigns to the parties hereto.

13. NOTICES. Any notice, demand, offer or other writing given under this Agreement shall be sent by overnight courier or registered or certified mail, by courier or by personal delivery to the other party at the address set forth above. Either party shall have the right to change the address to which notices are to be sent by notifying the other party of the change of address in accordance with this paragraph. The date of mailing or personal delivery of notice shall be the effective date of said notice.

14. AMENDMENT. This Agreement may not be modified, amended or terminated without the prior written approval of the affected owners of the Grantor Property and the Grantee Property.

15. WAIVER. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

16. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be St. Lucie County, Florida.

17. CAPTIONS. The captions and paragraph headings contained in this Agreement are for reference and convenience only and no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions hereto.

18. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.
19. SEVERABILITY. To the extent that any provision or portion of any provision of this Agreement shall be invalid or unenforceable in any circumstance, the balance of this Agreement shall be enforceable nonetheless, and the entirety of this Agreement shall be enforceable in all other circumstances.
20. TITLES. The titles of the Articles and Sections herein have been inserted as a matter of convenience or for reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.
21. NEGATION OF PARTNERSHIP. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. No party shall have the right to act as an agent for another party.
22. NO DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement. No easements, except those expressly set forth herein shall be implied by this Agreement.
23. ALL LEGAL AND EQUITABLE REMEDIES AVAILABLE. In the event of a breach or threatened breach by Grantor or Grantee of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including specific performance. In no event shall any party to this Agreement be liable under this Agreement for consequential, incidental, special or punitive damages, whether in contract, tort or under any other legal or equitable principle, with respect to a breach of any of the terms, covenants, restrictions or conditions hereof.
24. JURY TRIAL WAIVER. THE PARTIES HERETO KNOWINGLY AND VOLUNTARILY WAIVER ANY RIGHT WHICH EITHER OR BOTH OF THEM HAVE OR MIGHT HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, DEFENSES, COUNTER-CLAIMS, THIRD PARTY CLAIMS OR CONTROVERSIES, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OTHERWISE RELATED TO, THIS AGREEMENT AND THE ACTS OR FAILURES TO ACT OF THE PARTIES HERETO.
25. MISCELLANEOUS. The release of any easement, in whole or in part, shall be effective on the execution, acknowledgment and recordation by the owner of the applicable portion of the

Easement Area of a document memorializing such release. The provisions of this Agreement may be waived or amended, as to any particular transaction or otherwise, only by an instrument in writing executed by or on behalf of all of the parties to this Agreement. The consent of any Permitted User shall not be required to amend or terminate this Agreement or any easements, rights or benefits created hereunder. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. The terms of this Agreement have been negotiated by the parties, and this Agreement shall not be construed or interpreted more strictly against one party than another on the grounds that the Agreement or any draft thereof was prepared by a party or its counsel. Time is of the essence of each covenant and obligation of each party to this Agreement.

26. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving Grantor or Grantee's sovereign Immunity protections existing under Florida Statutes, case law, or any other source of applicable governing law, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes, as amended.

IN WITNESS WHEREOF the Grantor and the Grantee have executed this Agreement effective as of the day and year first set forth hereinabove.

Witnesses:

(Print Name)

(Print Name)

CITY:

THE CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____

Its: _____

Witnesses:

(Print Name)

(Print Name)

GFC:

PORT ST. LUCIE GOVERNMENTAL FINANCE
CORPORATION, a Florida not-for-profit
corporation

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, the _____ of THE CITY OF PORT ST. LUCIE, a Florida municipal corporation, who is (PLEASE CHECK ONE OF THE FOLLOWING) personally known to me or has produced _____ (TYPE OF IDENTIFICATION) as identification.

NOTARY PUBLIC, State of Florida

(SEAL)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, the _____ of PORT ST. LUCIE GOVERNMENTAL FINANCE, CORPORATION, a Florida not-for-profit corporation, who is (PLEASE CHECK ONE OF THE FOLLOWING) personally known to me or has produced _____ (TYPE OF IDENTIFICATION) as identification.

NOTARY PUBLIC, State of Florida

(SEAL)

EXHIBIT "A"

EASEMENT PROPERTY LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN PARCEL 5, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 13, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF PARCEL 6 OF SAID SOUTHERN GROVE PLAT NO. 4; THENCE N 15° 20' 39" W, ALONG THE EAST LINE OF SAID PARCEL 5, A DISTANCE OF 155.13 FEET; THENCE N 63° 46' 39" E A DISTANCE OF 112.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE N 63° 46' 39" E A DISTANCE OF 61.10 FEET; THENCE S 15° 20' 39" E A DISTANCE OF 6' 2.34 FEET TO THE SOUTH LINE OF SAID PARCEL 5; THENCE S 79° 27' 11" W, ALONG SAID SOUTH LINE, A DISTANCE OF 60.21 FEET; THENCE N 15° 20' 39" W A DISTANCE OF 595.77 FEET TO THE POINT OF BEGINNING.

Exhibit “B”

The requirements contained herein, as well as the City of Port St. Lucie’s review or acceptance of insurance maintained by the Grantee are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Grantee.

The Grantee recognizes that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision in this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City.

- a. Workers’ Compensation Insurance & Employer’s Liability: Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers’ Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum.
- b. Commercial General Liability Insurance: The Grantee as a state agency or subdivision as defined by section 768.28 F.S., shall provide adequate Commercial General Liability Insurance, and hold such liability insurance throughout the term of this Agreement. A self-insurance program operating under the laws of the State of Florida may provide such coverage. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided. Coverage shall apply as primary.
- c. Automobile Liability Insurance: The Grantee as a state agency or subdivision as defined by section 768.28 F.S., shall provide adequate Business Automobile Liability Insurance, and hold such liability insurance throughout the term of this Agreement. A self-insurance program operating under the laws of the State of Florida may provide such coverage. The City of Port St. Lucie must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.
- d. Professional Liability Insurance: Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of the Grantee’s most recent annual report or audited financial statement. For policies written on a

“Claims-Made” basis, the Grantee warrants the retroactive date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Grantee shall agree to purchase a SERP with a minimum reporting period not less than five (5) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

- e. Additional Insured Requirements: Except as to Workers’ Compensation and Employer’s Liability, and Professional Liability Insurance, the Certificates(s) and policies shall clearly state the coverage as endorsed to include the City of Port St. Lucie as Additional Insureds added to its Commercial General Liability policy and Automobile Policy. The name for the Additional Insured endorsement issued by the insurer shall read “The City of Port St. Lucie, a Florida municipal corporation, its officers, employees, and agents.” Policies shall be endorsed to provide a minimum of thirty (30) days written notice to the City prior to cancellation, non-renewal, or adverse change of coverage.
- f. Deductibles: All deductibles shall be paid for and be the responsibility of the Grantee for any and all claims related to the work performed under this Agreement.
- g. Waiver of Subrogation: The Grantee shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Grantee shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Grantee enter into such a Contract on a pre-loss basis.
- h. It shall be the responsibility of the Grantee to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above *without the language* “when required by written contract.
- i. The City through their respective Risk Management Department, reserve the right, but not obligation to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time.