

ADDENDUM NO. 1

This Addendum No. 1 dated this _____ day of January, 2011, is attached to, supplements, and is incorporated into the "Maintenance Agreement" ("AGREEMENT") dated 17th day of September, 2007, between the City of Coral Gables ("CITY") and Sunrise Harbour Homeowners Association ("ASSOCIATION").

RECITALS

WHEREAS, the CITY entered into the AGREEMENT with ASSOCIATION on September 17, 2007, for the placement of pavers and landscaping in CITY owned property/rights-of-way located at the triangular area at E. Sunrise Avenue and the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place in the Sunrise Harbour Subdivision; and

WHEREAS, the ASSOCIATION agreed to maintain the aforementioned encroachments in good repair at all times, at the ASSOCIATION'S expense; and

WHEREAS, the ASSOCIATION wishes to upgrade the landscaping, at its expense, within the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place as described in Exhibit "B"; and

WHEREAS, the ASSOCIATION has agreed to maintain the upgraded plant materials in accordance with the AGREEMENT dated September 17, 2007, and recorded in Official Records Book 26009 at pages 4847 through 4859 of the Public Records of Miami-Dade County; and

WHEREAS, the ASSOCIATION has agreed to grant a matching fund contribution to the CITY for the purpose of installing irrigation systems and water meters in the public rights-of-way of the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place in the Sunrise Harbour Subdivision; and

WHEREAS, The ASSOCIATION agrees to make payment to the CITY for fifty (50%) percent of the construction costs of the irrigation systems installation estimated at \$12,600.00, including but not limited to directional boring and/or open trench excavation construction, all irrigation components, and meter fees for the purpose of accelerating the irrigation installations in response to seasonal dry weather conditions. The CITY agrees to complete the irrigation system installation work by May 31, 2011, in consideration for the matching funds contribution.

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

1. The recitals and findings contained in the Preamble to this Addendum No. 1 are adopted by reference and incorporated as if fully set forth in this Section.
2. The ASSOCIATION agrees to install, at its expense, the new landscaping plant upgrades as described in Exhibit "B".
3. The ASSOCIATION agrees to maintain the upgraded plant materials in accordance with the AGREEMENT dated September 17, 2007, and recorded in Official Records Book 26009 at pages 4847 through 4859 of the Public Records of Miami-Dade County.

4. The ASSOCIATION agrees to grant a matching fund contribution to the CITY for the purpose of installing irrigation systems and water meters in the public rights-of-way at the cul-de-sac areas of Sunrise Terrace, Sunrise Court and Sunrise Place in the Sunrise Harbour Subdivision.

5. The irrigation installations and modifications shall be designed, constructed and maintained by the CITY.

6. The ASSOCIATION agrees to make payment to the CITY for fifty (50%) percent of the construction costs of the irrigation systems installation estimated at \$12,600.00, including but not limited to directional boring and/or open trench excavation construction, all irrigation components, and meter fees for the purpose of accelerating the irrigation installations in response to seasonal dry weather conditions. The CITY agrees to complete the irrigation system installation work by May 31, 2011, in consideration for the matching funds contribution.

7. The CITY shall commence construction of the irrigation system improvements upon receipt of payment from the ASSOCIATION in the amount of \$6,300.00, which represents 50% of the total estimated construction cost, including water meter fees. Upon completion of the project, the CITY will prepare and submit to the ASSOCIATION a final invoice reflecting the actual final cost and amount due by the ASSOCIATION for fifty (50%) percent of the costs in excess of \$12,600.00, if any. The ASSOCIATION shall pay to the CITY the total amount due within thirty (30) days from the date of the invoice. If the total costs are less than the estimated \$12,600.00, the CITY shall reimburse the ASSOCIATION the amount of overpayment.

8. Upon completed execution of this Addendum No. 1, this document, including Exhibit "B", shall be filed and recorded with Miami-Dade County Public Records.

9. The AGREEMENT and this Addendum No. 1 set forth all the covenants, conditions, and promises between the CITY and the ASSOCIATION,

10. The terms of the AGREEMENT and Addendum No. 1 may only be modified, amended or supplemented by the written agreement of both parties.

11. This Addendum shall be effective as of the date it is fully executed.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum No. 1 as of the date and year first above written.

AS TO CITY:

Patrick Salerno
City Manager

ATTEST:

Walter J. Foeman
City Clerk

Approved as to form and legal sufficiency:

Lourdes Alfonsin Ruiz
Interim City Attorney

ATTEST:

Association Secretary

Print Name: _____

(SEAL)

(OR)

WITNESSESS (2):

Print Name: _____

Print Name: _____

AS TO ASSOCIATION

President

Print Name: _____