

be construed as waiving or relinquishing any such covenants or conditions, but the same shall continue and remain in full force and effect.

XX.

ENTIRE AGREEMENT

This Agreement represents the total agreement between the parties.

XXI.

SUCCESSORS AND ASSIGN

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

XXII.

LIMITATION OF LIABILITY

LESSOR and LESSEE desire to enter into this Agreement only if in so doing LESSOR and LESSEE can place a limit on their liability for any cause of action for money damages due to an alleged breach by LESSOR or LESSEE of this Agreement, so that their liability for any such breach never exceeds the sum of \$10,000. LESSOR and LESSEE hereby express their willingness to enter into this Agreement with a \$1,000,000 limitation on recovery for any damage action for breach of contract.

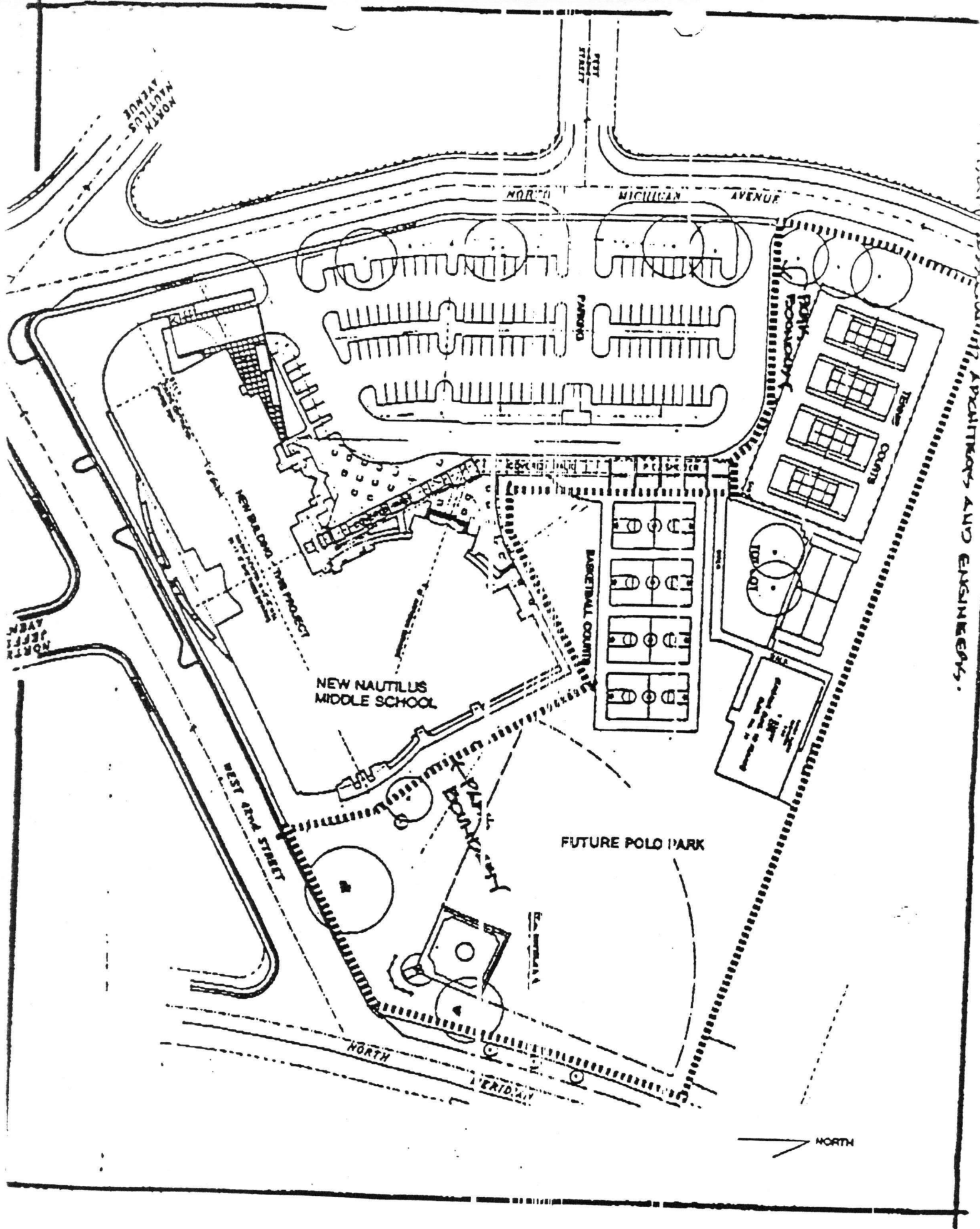
Accordingly, LESSOR and LESSEE hereby agree that LESSOR and LESSEE shall not be liable to each other for damages in an amount in excess of \$1,000,000 for any action occurring from breach of contract arising out of the performance or non performance of any application imposed upon the LESSOR or LESSEE by this Agreement.

The foregoing provision shall not preclude an action by LESSOR or LESSEE for specific performance. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitations placed upon LESSEE's or LESSOR's liability as set forth in Florida Statutes, Section 768.28

XX111.

#### ARBITRATION

Any controversy or claim for money damages arising out of or relating to this Agreement, or the breach hereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the arbitration award shall be final and binding upon the parties hereto and subject to no appeal, and shall deal with the question of the cost of arbitration and all matters related thereto. In that regard, the parties shall mutually select one arbitrator, but to the extent that the parties cannot agree upon the arbitrator, then the American Arbitration Association shall appoint one. Judgment upon the award rendered may be entered into any court having jurisdiction, or application may be made to such court for an order of enforcement. Any controversy or claim other than a controversy or claim for money damages arising out of or relating to this Agreement or the breach thereof, including any controversy or claim relating to the right to specific performance, shall be settled by litigation not arbitration.



PLANNING AND ENGINEERS.

## ATTACHMENT B

### LIST OF IMPROVEMENTS BY LESSEE

The LESSEE hereby agrees to construct, at its sole expense, in accordance with applicable Department of Education standards, the following improvements:

1. four regulation hard surface basketball courts
2. four regulation hard court tennis courts
3. two outdoor racquetball courts
4. grass softball field and softball backstop
5. tot lot (including new equipment)

Both parties agree that the specifications for the above improvements shall be found in the set of construction drawings and documents for this project.

αεξαφυσικη κφα