

3. In the event said EVP Systems or components are, in the opinion of the County, being misused or the conditions set forth herein are violated, and such misuse or violation continues after receipt by the Cities of written notice thereof from the County, the County shall remove the EVP Systems. Upon removal of the EVP Systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads, indicator lamps and all other components shall become the property of the County.
4. All timing of said EVP Systems shall be determined by the County.

XXIII

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. The County's and the Cities' liability is governed by the provisions of Minnesota Statutes, Chapter 466.

The County and the Cities each warrant that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program.

XXIV

It is understood and agreed that upon completion of any and all improvements proposed herein, all fencing, ornamental railings, water distribution system components, sanitary sewer systems, concrete sidewalk, concrete driveway, landscaping and associated landscaping structures, and all municipal street construction included in said improvement shall be the property of the city within which said improvement is located and all maintenance, restoration, repair, replacement or other work or services required thereafter shall be performed by the respective city at no expense to the County.

Upon completion of the Project the Cities, at their sole cost and expense, will perform all routine maintenance on the retaining walls constructed as a part of the Project. In the event, at any time in the future, that the retaining walls constructed as a part of the Project are rehabilitated and/or replaced the County agrees to participate in fifty (50) percent in the City of Shorewood and one hundred (100) percent in the City of Tonka Bay the costs of rehabilitation and/or replacement for said walls.

Upon completion of the Project the County shall, at its own cost and expense, retain ownership and maintenance responsibilities for those portions of the roadway storm sewer drainage system functioning as catch basins and associated lead pipes that are within or between the outermost curb lines of the County roadways as well as those within the radius return limits of intersecting municipal streets. All other components of the roadway storm sewer drainage system, constructed as a part of this Project including but not limited to all trunk lines, drainage structures, drainage ponds, retention ponds, and grit chambers, shall become the property of the city within which said improvement is located and shall be maintained by the respective city.