

PLAT REL

Return recorded copy to:
David G. McGuire
Broward County Highway Construction &
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS, AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT THAT RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

WAIVER OF SIDEWALK REQUIREMENTS AGREEMENT

This is an Agreement, made and entered into by and between: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County,"

and

_____, its successors and assigns, hereinafter referred to as "Developer" (collectively referred to as the "Parties").

A. Developer has applied for a permit to develop the Property known as _____, Planning and Development Management Division File No. _____, hereinafter referred to as the "Property," a legal description of which is attached hereto as Exhibit "A" and made a part hereof.

B. Chapter 5, Article IX, of the Broward County Code of Ordinances, the "Land Development Code," requires that, in conjunction with such development, sidewalks be constructed adjacent to the Property.

C. Sidewalks have not been built along nearby parcels so that construction of sidewalks along the Property would result in an isolated segment of sidewalk along the Property.

D. Developer wishes to use the Property without constructing sidewalks until such time as sidewalks are constructed by any owner, developer, or governmental entity along any adjacent properties or streets.

E. Developer agrees that the construction of the sidewalks would materially benefit the Property.

F. On _____, 20__, it was determined that Developer could be released from the requirement to construct sidewalks if Developer enters into this Agreement to construct or pay for the construction of the sidewalks at any time that notice is given under the terms set forth below, or to pay any assessment levied if a special assessment district is formed to construct the sidewalks.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and payments set forth herein, the Parties agree as follows:

1. The above recitals true and correct and forma material part of this Agreement upon which the Parties have relied.
2. Developer agrees to construct or pay for the construction of sidewalks within ninety (90) days after notice from County that sidewalks are required under the terms of this Agreement. Such notice will not be given unless and until sidewalks are to be constructed along parcels adjacent to the Property or along streets adjacent to such parcels.
3. Developer agrees that, in the alternative to the provisions of Paragraph 2, if a special assessment district is ever formed for the purpose of constructing sidewalks, including sidewalks adjacent to the Property, such improvements would constitute a benefit to the Property and Developer will pay Developer's share of any assessment levied for such purpose.
4. Developer agrees that the construction contract(s) for the sidewalk shall indemnify County, its officers, and employees from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Developer and persons employed or utilized by or under contract with Developer in the performance of this Agreement. In the event that any action or proceeding is brought against County by reason of any such claim or demand, Developer shall, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County. The provisions of this section will survive the expiration or earlier termination of this Agreement.
5. County agrees that, in consideration of the terms and conditions contained herein, the requirement of the Land Development Code that Developer construct or pay for the future construction of the sidewalk improvements prior to issuance of a development order is hereby satisfied.
6. Notice. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via e-mail to the address listed below and will be effective upon mailing. The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Director, Broward County Highway Construction and
Engineering Division
1 North University Drive, Suite 300B
Plantation, Florida 33324
Email address: _____

For Developer:

Email address: _____

7. Release. When all of the obligations under this Agreement are fully performed, at the request of the Developer and upon payment of any applicable fees, County shall cause a Release to be recorded in the Public Records of Broward County, Florida, evidencing such performance.
8. Recordation. Developer agrees that this Agreement will be recorded in the Public Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors, and assigns of any interest in such property on notice of the obligations set forth herein, which will run with the property until fully performed.
9. Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE**

REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

10. Changes to Form Agreement. Developer represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office.
11. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
12. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
13. No Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver will only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.
14. Exhibits; Priority of Provisions. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto will control all printed provisions in conflict therewith. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail and be given effect.
15. Further Assurances. The Parties hereby agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as reasonably requested of them in order to carry out this Agreement.
16. Assignment and Assumption. Developer may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." Developer agrees that any assignment will contain a provision that clearly states that such assignment is subject to the obligations of this Agreement.

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
18. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
19. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against either Party.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and Developer, signing by and through its _____, duly authorized to execute same.

County

Attest:

Broward County, through its
Board of County Commissioners

County Administrator, as Ex
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____
Mayor

_____ day of _____, 20__

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

(Signature)

_____ day of _____, 20__

Developer - Individual

Witnesses:

_____ (Signature)
 Print name: _____

_____ (Signature)
 Print name: _____

_____ Name of Developer (Individual)

_____ (Signature)
 Print name: _____
 Print address: _____

_____ day of _____, 20____

Acknowledgment - Individual

STATE OF _____)
) SS
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization

this ____ day of _____, 20____, by

_____ who is

- personally known to me, or
- produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

 Print name:

My commission expires:

Developer – Corporation/Partnership

Witnesses (if partnership):

(Signature)
Print name: _____

(Signature)
Print name: _____

Name of Developer (Corporation/Partnership)

By _____
(Signature)

Print name: _____

Title: _____

Address: _____

____ day of _____, 20__

Attest (if corporation):

(Secretary Signature)
Print Name of Secretary: _____

(CORPORATE SEAL)

Acknowledgment – Corporation/Partnership

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20__, by _____ as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/partnership. He or she is:

- personally known to me, or
- produced identification. Type of identification produced _____.

(Seal)

My commission expires:

NOTARY PUBLIC:

Print name:

EXHIBIT "A"
LEGAL DESCRIPTION