

**PLAT REL**

Return recorded copy to:  
David G. McGuire  
Broward County Highway Construction  
and 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.**

**TRAFFIC SIGNALIZATION 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. Chapter 5, Article IX, Section 5-182(c), Broward County Code of Ordinances, requires that access to trafficways be designed to facilitate the safe and efficient movement of vehicles.

B. Developer's Project, known as \_\_\_\_\_, Planning and Development Management Division File No. \_\_\_\_\_, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof, was approved by County on \_\_\_\_\_, 20\_\_\_\_, subject to certain conditions that require the installation of traffic signalization.

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

- 1. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.



2. Traffic Signal Obligation.

Developer shall be responsible for payment to County of \$ \_\_\_\_\_  
\_\_\_\_\_ for the installation costs of a traffic signal(s) at  
\_\_\_\_\_, in accordance with  
the conditions and time frames set forth in this Agreement.

3. Form of Security.

**PLEASE CHECK THE APPROPRIATE SECTION BELOW:**

(a) Lien.

- (1) A lien is hereby imposed by County against the real property identified in Exhibit "A" in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), representing Developer's share of the cost of the traffic signal(s). Such lien will secure the installation costs of the traffic signal(s) described in paragraph 2 above. Such lien will exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement will be superior to and will have priority over any mortgage on the real property described in Exhibit "A." Developer shall cause this Agreement to be executed by the holder of any such mortgage, which execution will constitute the mortgagee's consent to such subordination.
- (2) Prior to Developer obtaining a building permit for construction of any portion of the Project, Developer shall provide a form of security acceptable to County in the form of a letter of credit or cash, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), representing Developer's share of the cost of the traffic signal(s), in substitution of the lien imposed hereby. County shall thereafter cause to be executed and recorded in the Official Records of Broward County a release or satisfaction of the lien upon the property described in Exhibit "A."
- (3) In the event Developer fails to pay to County the sums set forth in paragraph 2 above, County may recover such outstanding sums from Developer as are necessary to cause the installation of the traffic signal(s) as set forth in paragraph 2 above. Such sums, plus costs and attorneys' fees, may be recovered by County against Developer through a civil action, or may be recovered by action as provided by the applicable security. In the event that Developer fails to pay for or install the traffic signal(s) as required in paragraph 2 above, such lien may be foreclosed or otherwise enforced by County by action or suit in equity as for the foreclosure of a mortgage on real property.

- (4) Developer shall ensure that the substitute security remains valid and in full force and effect until Developer's obligation to pay for or install the traffic signal(s) is fully performed. Expiration of the security prior to Developer's performance of such obligation, or notice to County that the security will expire, or has been canceled, or disaffirmed, prior to Developer's satisfaction of all obligations hereunder, will constitute a default of this Agreement.
- (5) In the event the letter of credit provided to County expires, is canceled, or is disaffirmed by the issuing institution, County may record a document entitled "Notice of Lien for Installation of Traffic Signal(s) Improvements," which will constitute a lien on the property described in Exhibit "A" for the amount due hereunder, until fully paid, discharged, released, or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project. If Developer provides substitute security in a form acceptable to County, County shall release the lien.

(b) Letter of Credit

- (1) Developer shall provide to County, an irrevocable letter of credit in a form acceptable to County, which guarantees Developer's costs of the installation of the traffic signal(s) described in paragraph 2 above, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), representing Developer's share of the cost of the traffic signal(s).
- (2) In the event Developer fails to pay to County the sums set forth in paragraph 2 above, County will be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If County draws against the security and the amount recovered is less than the amount due, County may maintain an action against Developer in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum.
- (3) Developer shall ensure the substitute security remains valid and in full force and effect until Developer's obligation to pay for or install the traffic signal(s) is fully performed. Expiration of the security prior to Developer's performance of such obligation, or notice to County the security will expire, or has been canceled or disaffirmed, prior to Developer's satisfaction of all obligations hereunder, will constitute a default of this Agreement.
- (4) In the event the letter of credit provided to County expires, is canceled, or is disaffirmed, County may record a document entitled "Notice of Lien for

Installation of Traffic Signal(s) Improvements," which will constitute a lien on the property described in Exhibit "A" for the amount due hereunder until fully paid, discharged, released, or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project. The above provisions will control such lien except that the provisions regarding subordination of mortgages will not apply. If Developer provides substitute security in a form acceptable to County, County shall release the lien.

(c) Cash Bond.

Developer shall provide to County cash or a check (cashier's, certified, or registered) or money order issued by \_\_\_\_\_ (financial institution), in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), payable to the Broward County Board of County Commissioners, guaranteeing Developer's costs of the installation of the traffic signal(s) described in paragraph 2 above. Developer may, at its option, later provide to County a letter of credit, acceptable to County, in like amount that will be substituted for the cash, check, or money order. If Developer provides a letter of credit, the provisions of Section 3(b) above will apply.

4. If the property is secured by a lien and is located within a municipality, Developer, its successors and assigns, agree that no building permit or certificates of occupancy will be obtained from the municipality for construction of a principal building within the Project until such time as Developer provides municipality with written confirmation from County that Developer has complied with Section 3 of this Agreement. Failure to comply with the above will constitute a default of this Agreement. If the property is located within the unincorporated area, County shall not issue any building permits for construction of a principal building within the Project until such time as Developer has complied with Section 3 of this Agreement.
5. The Parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of Developer to strictly comply with all the requirements of the municipality's land development codes.
6. Developer shall notify County when the Project is built-out, as defined herein. Within two (2) years after Developer's written notice of build-out of the Project to the Broward County Traffic Engineering Division, County shall conduct studies at the pertinent intersection or location to determine if signalization is warranted under the standards of the United States Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways.
  - (a) If County determines that the signalization is warranted at the pertinent intersection or location, County will provide notice to Developer that the

amount set forth in Section 2 is due. Developer will have thirty (30) days from the date of County's notice days to provide the amount set forth in Section 2 to County in the form of cash or a cashier's check or money order payable to the Broward County Board of County Commissioners. County will have four (4) years after Developer's notice of build-out to install the traffic signal, if warranted. Developer's total obligation, exclusive of costs and interest as provided herein, will not exceed the amount stated in Section 2 above. Completion of build-out will not be deemed to occur until certificates of occupancy have been issued for all buildings that may be constructed within the Project. At its discretion, County may conduct the necessary traffic studies prior to Developer's notice of build-out.

(b) If County determines that the signalization is not needed at the pertinent location or intersection within two (2) years after notice of build-out, or if County fails to install the traffic signal within four (4) years after notice of build-out, Developer will be released from the obligations set forth in this Agreement and County shall return the security to Developer and record a release of this Agreement in the Public Records of Broward County, Florida. If the security is in the form of cash, County will have ninety (90) days to remit \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to Developer, provided that County has not already effected a remittance to Developer because of the earlier substitution of a letter of credit as provided in Section 3(c) above.

7. Recordation. Developer agrees that this Agreement will be recorded in the Official 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 paid and performed.

8. 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 of the Broward County Traffic Engineering Division  
2300 W. Commercial Boulevard  
Fort Lauderdale, FL 33309  
Email address: \_\_\_\_\_



For Developer:

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Email address: \_\_\_\_\_

9. Release. When all of the obligations set forth herein are fully paid and performed, County, at the request of Developer or its successor and upon payment of any applicable fees, will cause a release to be recorded in the Public Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, County may grant a partial release of this Agreement for a specific parcel or portion of the Project for which this traffic signalization obligation has been satisfied.
10. Enforcement. Nothing herein will prevent County from enforcing the requirements of this Agreement against the owners, successors, or assigns in any part of the Project by action at law or equity.
11. 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.**
12. 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. Any unapproved changes will be deemed a default of this Agreement and of no legal effect.

13. 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 will be predicated upon any prior representations or agreements whether oral or written.
14. 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.
15. 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.
16. 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.
17. 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 be requested of them in order to carry out this Agreement.
18. 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. In the event the applicable city within whose jurisdiction the Project is located installs the traffic signal(s) required by this Agreement, County may, in its sole discretion, assign all or any portion of this Agreement and the security to said city.
19. 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.

20. 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.
21. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against either Party.

[REMAINDER OF PAGE 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: \_\_\_\_\_

\_\_\_\_\_  
 Name of Developer (Individual)

\_\_\_\_\_  
 (Signature)  
 Print name: \_\_\_\_\_

\_\_\_\_\_  
 (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):

\_\_\_\_\_  
Name of Developer (Corporation/Partnership)

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Attest (if corporation):

(CORPORATE SEAL)

\_\_\_\_\_  
(Secretary Signature)  
Print Name of Secretary: \_\_\_\_\_

**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 \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

My commission expires:

\_\_\_\_\_  
Print name:

**Mortgagee - Individual**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A," hereby consents and joins in for the purpose of agreeing that its mortgage will be subordinated to the foregoing Agreement.

Witnesses:

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Name of Mortgagee (Individual)

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
(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:



**Mortgagee – Corporation/Partnership**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A," hereby consents and joins in for the purpose of agreeing that its mortgage will be subordinated to the foregoing Agreement.

Witnesses (if partnership):

\_\_\_\_\_  
Name of Mortgagee (corporation/partnership)

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Attest (if corporation):

(CORPORATE SEAL)

\_\_\_\_\_  
(Secretary Signature)  
Print Name of Secretary: \_\_\_\_\_

**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 \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

My commission expires: \_\_\_\_\_  
Print name: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**