

Return recorded copy to:

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 WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

**INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT
FOR CONSTRUCTION OF VERY LOW AND LOW INCOME
AFFORDABLE HOUSING IN UNINCORPORATED AREA**

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."

WHEREAS, DEVELOPER's Project, known as _____, Planning and Redevelopment 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 the Board of County Commissioners of Broward County on _____, 20____, subject to certain conditions to ensure the protection of the public health and safety, and one of the conditions imposed at the time of approval was the construction of certain road improvements; and

WHEREAS, the parties desire to enter into this Agreement to provide for the construction, funding, and security for the required improvements as described in Exhibit "B" attached hereto and made a part hereof; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and payments hereinafter set forth, COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. INSTALLATION OF REQUIRED IMPROVEMENTS.
 - (a) DEVELOPER agrees to and shall construct the Improvements described in the attached Exhibit "B," hereinafter referred to as the "Improvements." Said Improvements shall be constructed in accordance with the schedule set out in Exhibit "B."
 - (b) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY or State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review. The construction plans for the Improvements must be approved by the COUNTY prior to commencement of construction. Construction shall be subject to inspection and approval by COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
 - (c) COUNTY shall not issue any certificates of occupancy for the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B."
3. DEVELOPER understands and agrees that it is DEVELOPER's responsibility to complete the Improvements described in Exhibit "B" and that all costs relating to the installation of the Improvements will be borne by the DEVELOPER.
4. SECURITY.
 - (a) Security shall not be required prior to the installation of Improvements within the unincorporated area.
 - (b) In the event DEVELOPER fails to construct the Improvements according to the terms and conditions of this Agreement, COUNTY may recover such sums from DEVELOPER as are necessary in order to cause the construction of the Improvements that are outstanding. Such sums, plus costs and attorney's fees, may be recovered by COUNTY against the DEVELOPER through a civil action.

- (c) A maintenance security, in a form acceptable to the COUNTY, shall be posted to warranty work for a period of twelve (12) months from the date of completion of all of the Improvements specified on Exhibit "B."
5. INDEMNIFICATION. DEVELOPER agrees that the construction contract(s) for the Improvements shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of DEVELOPER or persons employed or utilized by or under contract with the 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 shall survive the expiration or earlier termination of this Agreement.
6. INSURANCE. DEVELOPER shall on a primary basis, at its sole cost and expense maintain in force at all times during the term of this Agreement the insurance coverage set forth in this section, in accordance with the terms and conditions required by this section.
- (a) Such policy or policies shall be issued by U.S. Treasury approved companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. DEVELOPER shall be responsible for any policy deductibles or self-insured retentions. DEVELOPER shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming Broward County as an additional insured on a primary and non-contributory basis under the General Liability Policy, Automobile Liability policy as well as on any Excess Liability Policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- (b) Commercial Liability Insurance. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage liability and Two Million Dollars (\$2,000,000.00) per aggregate.
- (c) Business Automobile Liability. Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily Injury and property damage.
- (d) Workers' Compensation Insurance. Workers' Compensation insurance shall apply for all employees in compliance with Chapter 440, Florida Statutes, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- (e) DEVELOPER shall furnish to COUNTY's Contract Administrator proof of insurance in the form of a Certificate of Insurance and endorsements, evidencing the insurance coverage specified by this section upon execution of this Agreement. DEVELOPER's failure to provide to COUNTY proof of insurance shall provide the basis for the termination of the Agreement.
 - (f) Coverage is not to cease and is to remain in force until all performance required of DEVELOPER is completed. A certified copy of any policy required by this section shall be provided to COUNTY upon request. COUNTY shall be notified within 30 days of any cancellation or restriction of coverage. If any of the insurance coverage will expire prior to the completion of the work, evidence of policy renewal shall be furnished upon expiration.
 - (g) COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements. If DEVELOPER uses a subcontractor, DEVELOPER shall require subcontractor to name, "Broward County" as an additional insured on its general liability and automobile liability policies.
7. COUNTY agrees that this Agreement satisfies the requirements of Section 5-184(d)(3) of the Broward County Land Development Code, that developers enter into an agreement to provide for installation of the required Improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the County Commission. Upon official acceptance of the Improvements by the applicable road construction permitting agency, COUNTY may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit "B."
8. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Highway Construction
and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For the DEVELOPER:

9. RELEASE. When all of the obligations attributable to a specific Phase of the Project as set forth in Exhibit "B," or all of the obligations under this Agreement are fully paid and performed, at the request of the Developer or its successor and upon payment of any applicable fees, COUNTY shall cause a Release to be recorded in the Official 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 road impact obligation has been satisfied.
10. RECORDATION. DEVELOPER agrees that this Agreement shall 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 shall run with the property until fully performed.
11. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.
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 shall be deemed a default of this Agreement and of no legal effect.
13. 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.

14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
15. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
16. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances, and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
17. 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 shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
18. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[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, 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

_____ 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 this _____ day of _____, by _____ who is
 personally known to me, or
 produced identification. Type of identification produced _____.

(Seal)

NOTARY PUBLIC:

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 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 shall 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 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 shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

(Signature)
Print name: _____

(Signature)
Print name: _____

Name of Mortgagee (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 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

EXHIBIT "B"

LIST OF IMPROVEMENTS AND SCHEDULE

Improvement

Completion Date