

Return recorded copy to:

Broward County Traffic Engineering Division
2300 West Commercial Boulevard
Fort Lauderdale, FL 33309

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.

SCHOOL ZONE FLASHER 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."

WHEREAS, DEVELOPER is the fee title owner of that certain real property located in _____, Broward County, Florida; and

WHEREAS, DEVELOPER's plat (or amendment to plat) which is known as the _____ Plat, Plat File No. _____ ("PLAT"), was approved by the Board of County Commissioners of Broward County ("County Commission") on _____, 20____; and

WHEREAS, a sketch and legal description of the platted area is attached hereto as Exhibit "A" and made a part hereof ("Property"); and

WHEREAS, the approval of the Plat by the County Commission was conditioned upon DEVELOPER's agreeing to secure and install School Zone Flasher Signal equipment related to proposed school uses on _____ adjacent to the Property; and

IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties hereby agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. SCHOOL ZONE FLASHER OBLIGATION.

The DEVELOPER shall be responsible for payment to COUNTY of \$_____ for the installation costs of school zone flashers 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 the COUNTY against the real property identified in Exhibit "A" in the amount of _____ Dollars (\$_____), which represents the DEVELOPER's share of the cost of the school zone flashers. Such lien shall secure the installation costs of the school zone flashers described in paragraph 2 above. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee's consent to such subordination.
- (2) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project, DEVELOPER shall provide a form of security acceptable to the COUNTY in the form of a letter of credit or cash bond, in the amount of _____ Dollars (\$_____), which represents the DEVELOPER's share of the cost of the school zone flashers, in substitution of the lien imposed hereby, and the COUNTY shall 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 the 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 school zone flashers as set forth in paragraph 2 above. Such sums, plus costs and

attorneys fees, may be recovered by COUNTY against the 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 school zone flashers as required in paragraph 2 above, such lien may be foreclosed or otherwise enforced by the 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 school zone flashers 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, shall 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 School Zone Flasher Improvements," which shall 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 School Zone Flasher Improvements may be recorded against and apply only to such parcel or portion of the Project. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.

(b) Letter of Credit.

(1) DEVELOPER shall provide to the COUNTY, an irrevocable letter of credit in a form acceptable to the COUNTY, which guarantees the DEVELOPER's costs of the installation of the school zone flashers described in paragraph 2 above, in the amount of _____ Dollars (\$_____), which represents the DEVELOPER's share of the cost of the school zone flashers.

(2) In the event DEVELOPER fails to pay to the COUNTY the sums set forth in paragraph 2 above, COUNTY shall 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 percent (12%) 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 school zone flashers are 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, shall 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 School Zone Flasher Improvements," which shall 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 School Zone Flasher Improvements may be recorded against and apply only to such parcel or portion of the Project. The above provisions shall control such lien except that the provisions regarding subordination of mortgages shall not apply. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.

(c) Cash Bond.

DEVELOPER shall provide to the COUNTY cash, 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, which guarantees the DEVELOPER's costs of the installation of the school zone flashers described in paragraph 2 above. The DEVELOPER may, at its option, later provide to the COUNTY a letter of credit acceptable to the COUNTY, in like amount, which shall be substituted for the cash, check, or money order. If the DEVELOPER provides a letter of credit, the provisions of Subsection 3(b) above shall 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 shall 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 paragraph 3 of this Agreement. Failure to comply with the above shall 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 paragraph 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 the DEVELOPER to strictly comply with all the requirements of the municipality's land development codes.
6. The DEVELOPER shall notify the COUNTY when the Project is built-out, as defined herein. Within two (2) years of DEVELOPER's written notice of build-out of the Project to the Broward County Traffic Engineering Division, the COUNTY shall conduct studies at the pertinent intersection or location to determine if a school zone and corresponding school flashers are warranted in accordance with the standards set forth in the United States Department of Transportation Manual on Uniform Traffic Control (MUTCD), the requirements established by Florida Statutes 316.1895, and the standards and specifications established by the Broward County Traffic Engineering Division. If the COUNTY determines that the school zone flashers are warranted at the pertinent intersection or location and the flashers are subsequently installed, the DEVELOPER's total obligation, exclusive of costs and interest as provided herein, shall not exceed the amount stated in paragraph 2 above. At its discretion, COUNTY may conduct the necessary studies prior to DEVELOPER's notice of build-out. COUNTY shall have four (4) years from DEVELOPER's notice of build-out to begin construction of the school zone flashers, if warranted. Completion of build-out shall not be deemed to occur until certificates of occupancy have been issued for all buildings which may be constructed within the Project.
7. If the COUNTY determines that the school zone flashers are not needed at the pertinent location or intersection within two (2) years after notice of build-out, or if the COUNTY fails to begin construction of the school zone flashers within four (4) years after notice of build-out, the DEVELOPER shall be released from the obligations set forth in this Agreement, the COUNTY shall return the security to the DEVELOPER and record a release of this Agreement in the Public Records of Broward County, Florida. If the security is in the form of a cash bond, the COUNTY shall have ninety (90) days to remit _____ Dollars (\$ _____) to the DEVELOPER, provided that the COUNTY has not already effected a remittance to the DEVELOPER because of the earlier substitution of a letter of credit, as provided in Subsection 3(c) above.
8. 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 paid and performed.
9. ENFORCEMENT. Nothing herein shall prevent the COUNTY from enforcing the requirements of this Agreement against the owners, successors, or assigns in any part of the Project.

10. 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 Traffic Engineering Division
2300 W. Commercial Boulevard
Fort Lauderdale, FL 33309

For the DEVELOPER:

11. 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, 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 school zone flasher obligation has been satisfied.

12. 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.

13. 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.

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 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.
16. EXHIBITS. 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 shall control all printed provisions in conflict therewith.
17. 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.
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 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. In the event the CITY installs the school zone flashers required by this Agreement, COUNTY may, in its sole discretion, assign all or any portion of this Agreement and the security to the CITY.
19. 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 parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties 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
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Assistant County Attorney (Date)

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 _____, 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: _____

(Signature)
Print name: _____

Title: _____
Address: _____

_____ 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 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):

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 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