

DEVELOPER'S AGREEMENT

FOR

CONSTRUCTION OF IMPROVEMENTS

BETWEEN

LAKE COUNTY

AND

_____ FOR THE
_____ PLAT

This is an Agreement by and between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"

AND

_____, hereinafter referred to as "DEVELOPER".

WHEREAS, on _____, 20__, the _____ Plat was approved by the Board of County Commissioners of Lake County; and

WHEREAS, the DEVELOPER is required to submit improvement plans to be approved by COUNTY for certain roads, streets, storm water management and drainage facilities, and other improvements pursuant to the provisions of Chapter XIV, Administration, Lake County Land Development Regulations, Section 14.07.00, Subdivisions, for the _____ Plat hereinafter referred to as "Improvements"; and

WHEREAS, Chapter XIV, Section 14.08.00, Guaranties and Sureties, requires a surety bond, letter of credit, or cash escrow in lieu of construction of Improvements prior to final plat recordation in the amount of One Hundred Ten percent (110%) of the cost of the Improvements, to be determined by a sealed, State of Florida registered engineer's estimate or actual contract bid prices;

W I T N E S S E T H:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Bond Amount. The DEVELOPER hereby agrees to provide a bond from an insurance company or other surety approved by the COUNTY, letter of credit, or cash escrow for the sum of _____ (\$_____) to guarantee that the Improvements as shown on the approved construction plans, required permits, and list of improvements, hereinafter referenced as Exhibit "A", attached hereto and incorporated herein, attached hereto and incorporated herein, for the _____ Plat shall be installed within _____ (_____) years of recordation of the _____ Plat, after the improvement plans have been reviewed and approved by COUNTY. Said surety bond, letter of credit, or cash escrow shall be herein attached as Exhibit "B".

3. Release of Bond. The COUNTY agrees to release the bond for this project only after the DEVELOPER provides proof, satisfactory to COUNTY, that such Improvements have been properly constructed and installed in compliance with COUNTY approved improvement plans, specifications and requirements and that all costs or expenses incident to the construction and installation of Improvements have been paid, including all invoices for surveying, engineering, land clearing, all labor and all materials used in the construction and installation of all the Improvements.
 - A. Upon a determination that any portion or all of such improvements contained in Exhibit "A" have not been properly installed or constructed by DEVELOPER Within the time limits provided above, COUNTY is authorized but not obligated to take over and perform, or enter into an agreement for performance of, any uncompleted work and to seek forfeiture of the bond to the extent necessary to fund the completion of the improvements which DEVELOPER fails to complete.

4. DEVELOPER shall indemnify and hold COUNTY harmless for any claims relating to Improvements which may not have been completed or paid for by DEVELOPER.

5. After completion of the construction and installation of all improvements and acceptance by COUNTY, DEVELOPER shall provide a maintenance bond from an insurance company or other surety approved by the COUNTY, letter of credit, or cash escrow as required by Section 14.12.00, Lake County Land Development Regulations, Guaranties and Sureties, subsection 14.12.00, E.

6. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document with the same formality and of equal dignity herewith.

7. Entire Agreement. 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

8. Notices. When either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR LAKE COUNTY
County Manager
Lake County Administration Building
Post Office Box 7800
315 West Main Street
Tavares, Florida 32778-7800

FOR DEVELOPER

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 200__, and _____, duly authorized to execute same.

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
LAKE COUNTY, FLORIDA

Neil Kelly, Clerk of
the Board of County
Commissioners of Lake
County, Florida

_____, Chairman

This _____ day of _____,
200__.

Approved as to form and
legality by County Attorney
for Lake County, Florida
Lake County Administration Building
315 West Main Street
Post Office Box 7800
Tavares, Florida 32778-7800
(352) 343-9787

Sanford A. Minkoff
County Attorney

DEVELOPER

(Name)

WITNESSES:

(1) _____

(2) _____

This _____ day of _____,
200__.

OR

(SEAL)

ATTEST:

, Secretary