

DEVELOPER'S AGREEMENT

FOR

MAINTENANCE 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 \_\_\_\_\_, 200\_\_, 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, the DEVELOPER is required to maintain the Improvements for a period of two (2) years after the completion of the construction and installation of all improvements and final inspection and acceptance by COUNTY, unless otherwise specified in the improvement agreement; and

WHEREAS, Chapter XIV, Section 14.08.00, Guaranties and Sureties, requires a surety bond, letter of credit, or cash escrow be provided to assure COUNTY that all

required improvements shall be maintained by the DEVELOPER. Said surety bond, letter of credit, or cash escrow shall be in the amount of Ten (10) percent of the cost of the Improvements, to be determined by a sealed, State of Florida registered engineer's estimate or actual contract bid prices, herein attached as Exhibit "A";

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 required Improvements shall be maintained in accordance with Lake County Land Development Regulations, Section 14.08.00, Guaranties and Sureties, for the \_\_\_\_\_ Plat. Said surety bond, letter of credit, or cash escrow shall be herein attached as Exhibit "B".

3. Release of Bond. At the conclusion of the two (2) year maintenance period, the Improvements will be inspected for purposes of acceptance for COUNTY maintenance. The COUNTY agrees to release the bond for this project upon proof, satisfactory to COUNTY, that the maintenance of the Improvements has been properly completed in compliance with COUNTY approved improvement and maintenance plans, specifications and requirements and that all costs or expenses incident to the maintenance 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 maintenance of the Improvements is not being properly conducted by DEVELOPER for the \_\_\_\_\_ Plat, 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 fund the completion of the improvements which DEVELOPER fails to complete.

b. In no event will the bond be released sooner than two (2) years from the date of acceptance of the Improvements by the COUNTY, however the COUNTY may require a maintenance period that exceeds two (2) years.

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. 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.

6. 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.

7. 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  
315 West Main Street  
Post Office Box 7800  
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  
Post Office Box 7800  
315 West Main Street  
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