

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

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

The City of _____, a municipal corporation, created and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, CITY's Project, known as Hollywood Lakes Country Club & Resort NVAL Amendment, Development and Environmental Regulation Division File No.111-MP-88, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof, which was approved by the Board of County Commissioners of Broward County on April 4, 2017, 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, the parties agree as follows:

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

2. INSTALLATION OF REQUIRED IMPROVEMENTS.

- (a) CITY 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, CITY, 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 the 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) CITY agrees not to issue any certificates of occupancy within the Project prior to completion of the Improvements according to the schedule set forth in Exhibit "B."
- (d) CITY agrees to notify COUNTY of acceptance of Improvements by permitting authority if such permitting authority is other than the COUNTY.

3. CITY understands and agrees that it is CITY'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 CITY.

4. SECURITY AND DEFAULT.

- (a) Prior to the CITY recording the plat or any agreements, which were conditions of approval for the Project, the CITY shall provide the COUNTY with a certified Resolution, duly adopted by the CITY which guarantees the CITY's performance of the construction obligations set forth in this Agreement in the total amount of \$_91,066.
- (b) The CITY is a governmental agency and is not required to provide the COUNTY with security such as a surety bond or irrevocable letter of credit, which guarantees the CITY's performance of the construction obligations set forth in this Agreement. However, in the event that CITY conveys, assigns, leases, or otherwise grants any interest in the Project to another party prior to completion of the Improvements described in Exhibit

"B," then CITY shall require such party to enter into an agreement and deliver security, such as a cash bond or an irrevocable letter of credit, in a form acceptable to the COUNTY, which guarantees performance of the construction obligations, or any part thereof, as set forth in this Agreement.

- (c) The CITY agrees not to obtain or issue any certificates of occupancy prior to completion of the applicable Improvements as set forth in Exhibit "B."
- (d) In the event that the CITY's Resolution securing the Improvements is repealed or is disaffirmed, COUNTY shall send notice to CITY according to the notice provisions of this Agreement and CITY shall have one (1) month from the date of such notice to provide substitute security in a form acceptable to COUNTY. If CITY fails to provide acceptable substitute security, COUNTY may, at its option, declare a default under this Agreement.

5. CITY agrees that the construction contract(s) for the Improvements shall:

- (a) 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 the CITY's contractor and persons employed or utilized by the CITY's contractor 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, the CITY's contractor 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.
- (b) In order to insure the indemnification obligation contained above, the CITY's contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- (c) Such policy or policies shall be without any deductible amount and shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Such general liability policies shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as certificate holders and additional insureds.

- (d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and One Million Dollars (\$1,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

- (e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles, if applicable.

Hired and non-owned vehicles, if applicable.

Employers' non-ownership if applicable.

Any auto, if applicable.

Scheduled auto, if applicable.

- (f) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with 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 Hundred Thousand Dollars (\$100,000.00) each accident.

- (g) CITY shall furnish to the Broward County Highway Construction and Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this section prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer

specifically to this Agreement, and state that such insurance is as required by this Agreement.

- (h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CITY is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
 - (i) In the event that the CITY elects to enter into an agreement with a subcontractor(s) to perform work/activities for the Project referenced herein, the CITY agrees to include in its contract with the successful subcontractor(s) the requirements set forth above in favor of COUNTY. The CITY further agrees to provide COUNTY, prior to the commencement of any work/activities, Certificates of Insurance evidencing subcontractor(s) compliance with the requirements of this section.
 - (j) Right to revise or reject. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements prior to the execution of the initial agreement depending upon the scope of work, time of contract renewal, and/or any amendments thereto. This right to review and revise includes, but is not limited to, deductibles, limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage or changes in the scope of the work/specifications affecting the applicability of coverage.
6. COUNTY agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, that CITY install all required Improvements prior to issuance of a development order or 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, the local government may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit "B."
7. 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 CITY:

Mr. Charles Dodge, City Manager
City of Pembroke Pines
601 City Center Way,
Pembroke Pines, FL 33025

8. 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 CITY and upon payment of any applicable fees, COUNTY shall cause a Partial 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.
9. RECORDATION. CITY 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.
10. 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.
11. CHANGES TO FORM AGREEMENT. CITY 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. ASSIGNMENT AND ASSUMPTION. CITY 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." CITY 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.
17. 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 CITY.

[REMAINDER OF THIS 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 the CITY, 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

_____ day of _____, 20__

CITY

WITNESSES:

CITY of _____

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

City Clerk

By _____
City Manager

____ day of _____, 20____

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

All of Parcel A of Hollywood Lakes Country Club And Resort, according to the Plat thereof as recorded in Plat Book 139, Page 29 of the public Records of Broward County, Florida.

EXHIBIT "B"
LIST OF IMPROVEMENTS AND SCHEDULE

Improvement

Completion Date