

AGREEMENT

Between

CITY OF PEMBROKE PINES, FLORIDA

and

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RELATING TO

SUBDIVISION IMPROVEMENTS

for

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CITY OF PEMBROKE PINES, FLORIDA

and

\_\_\_\_\_

RELATING TO

SUBDIVISION IMPROVEMENTS

for

\_\_\_\_\_

This is an agreement ("Agreement") between: CITY OF PEMBROKE PINES, FLORIDA, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "CITY", through its Board of City Commissioners,

AND

\_\_\_\_\_, its grantees, successors in interest, and assigns, hereinafter referred to as "OWNER".

WITNESSETH

WHEREAS, the plat/site plan known as \_\_\_\_\_ was approved by the CITY on \_\_\_\_\_, 19\_\_\_\_; and

WHEREAS, the Water and Sewer Utility Plans/Paving and Drainage Plans for the above plat/site plan were approved by the CITY on \_\_\_\_\_, 19\_\_\_\_; and

WHEREAS, the CITY requires that security to insure completion of the construction of the subdivision improvements relating to water, sewer, drainage, and road construction shall be provided to the CITY prior to the issuance of a permit for the installation of Subdivision Improvements.

WHEREAS, this Agreement intends to create a lien as security for the completion of Subdivision Improvements.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and OWNER hereby agree as follows:

1. Improvements. The OWNER hereby agrees to construct the improvements (collectively: "Subdivision Improvements") defined in Exhibit "A" (Subdivision Improvements) prior to \_\_\_\_\_ ("Completion Date") in conformance with the CITY standards and subject to CITY inspections.

The Subdivision Improvements described in this paragraph shall be installed in accordance with applicable CITY and State of Florida standards and specifications. Construction shall be subject to inspection and approval by the CITY and other applicable governmental entities, if any.

2. Creation of Lien. This Agreement shall be recorded in the Official Records of Broward County, Florida, and hereby creates a lien in favor of the City of Pembroke Pines, Florida, against that real property described in Exhibit "B" attached hereto and made a part hereof ("Lien Parcel"), for the purpose of securing to the CITY the performance of the Subdivision Improvement obligations contained in Section 1 herein. Should the OWNER fail to complete construction of a Subdivision Improvement listed in Section 1 herein by the time specified therein or fail to pay any sums as specified therein, then, in that event, OWNER shall be deemed in default under this Agreement and the amount specified for the particular Subdivision Improvement and the amounts for all other Subdivision Improvements not then completed may be foreclosed or otherwise enforced by the CITY in the same manner as a foreclosure of a mortgage on real property; provided, however, that in the event of any such default by OWNER, CITY shall give written notice to OWNER and any mortgage holder of such default, and OWNER and/or mortgage holder shall have thirty (30) days from receipt of such written notice in which to cure, or commence to cure, such default, in which event CITY shall not foreclose or otherwise enforce the Lien for so long as OWNER and/or mortgage holder continues to diligently cure such default.

- (a) The lien of any mortgagee on the real property described in Exhibit "B" shall be subordinate to the rights of the CITY with respect to the Lien created by this Agreement. The OWNER shall cause this Agreement to be executed by the holder of any such mortgage(s) ("mortgagees") for the sole purpose of consenting to such subordination. CITY hereby acknowledges and agrees that The Mortgagees' execution of this Agreement shall not obligate them to any personal liability, nor shall they be obligated to perform any or all of the provisions of this Agreement.

- (b) When the OWNER'S Subdivision Improvement obligations created hereby have been fully constructed, the CITY shall promptly cause evidence of such completion and discharge of the Lien to be entered in the Official Records of Broward County. At the request of the OWNER, upon performance of all or part of the Subdivision Improvements, the CITY may grant the OWNER a partial release of the lien created hereby.
  - (c) The lien created herein shall be released in whole or in part upon the substitution of equal value collateral in the form of a Letter of Credit or by cash. In the event the OWNER shall request a partial release of the lien created herein, it shall substitute cash or Letter of Credit equal to the pro rata value of the subdivision improvements requested to be released.
3. Subdivision Improvement Contracts. OWNER agrees that any Subdivision construction contract(s) entered into by OWNER for construction of the Subdivision Improvements, located within dedicated rights-of-way, shall provide that the contractor:
- (a) Indemnify and save harmless the CITY, its agents and employees, from or on account of any injuries or damages received or sustained by any person or persons during or on account of any operations connected with the construction of the Subdivision Improvements; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said contractor, subcontractor, agents, servants or employees; and
  - (b) Maintain in full force at all times during the life of the construction public liability insurance in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injuries, including willful death, to any one person and, subject to those same limits for each person, in any amount not less than ONE MILLION DOLLARS (\$1,000,000.00) for damages as a result of each occurrence and property damage insurance and in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for damages on any one occurrence. Such policy shall specifically protect the CITY.

4. Notices. The addresses to which any and all notices required or allowed by this Agreement shall be delivered, are as follows:

AS TO CITY:

City Manager  
City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, FL 33026-3900

COPY TO:

Steven L. Josias, City Attorney  
Josias & Goren, P.A.  
3099 East Commercial Boulevard  
Fort Lauderdale, FL 33308

AS TO OWNER:

COPY TO:

unless the address is changed by the party by like notice given to the other party. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered upon mailing or upon hand delivery to the address indicated. Notwithstanding the foregoing, notice, requests or demands or other communications referred to in this Agreement may be sent by telegraph or federal express, but shall be deemed to have been given only when received.

5. Effective Date. The effective date ("Effective Date") of this Agreement shall mean the last day upon which it becomes fully executed by all parties hereto. This Agreement shall not become effective until fully executed.
6. 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 of intent of this Agreement nor the intent of any provisions hereof.
7. 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.

RELATING TO SUBDIVISION IMPROVEMENTS FOR \_\_\_\_\_

8. 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.
9. Binding Effect. The benefits and obligations contained in this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
10. Modifications. No claimed modification of this Agreement shall be binding upon either of the parties unless in writing duly executed by the party sought to be charged therewith.
11. Further Assurances. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further assignments, transfers and assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City through its City Commissioners, signing by and through its Mayor, authorized to execute same by City Commission action on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, and OWNER signing by and through its \_\_\_\_\_, duly authorized to execute same.

CITY

ATTEST:

CITY OF PEMBROKE PINES,  
through its City Commission

City Clerk

\_\_\_\_\_  
, Mayor

\_\_ day of \_\_\_\_\_, 19

APPROVED AS TO FORM:

City Attorney



ACKNOWLEDGEMENT OF MORTGAGEE

SUBORDINATION

By execution of this acknowledgement, Mortgagee \_\_\_\_\_, hereby agrees to subordinate its mortgage and interest in subject property to that lien and those rights created in favor of CITY OF PEMBROKE PINES, FLORIDA, in the AGREEMENT BETWEEN CITY OF PEMBROKE PINES, FLORIDA, AND \_\_\_\_\_, RELATING TO SUBDIVISION IMPROVEMENTS FOR \_\_\_\_\_.

By: \_\_\_\_\_

Witness

Witness

(CORPORATE SEAL) \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

BEFORE ME personally appeared \_\_\_\_\_,  
as \_\_\_\_\_ of \_\_\_\_\_,  
(Name of Mortgagee)

known to me to be the person described in and who executed the foregoing Agreement and acknowledged to and before me that \_\_\_\_\_ executed same for the purposes herein expressed.

WITNESS my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: