

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT, is entered into this ____ day of _____, 2017, by and between _____ (the "Developer"), and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County").

WITNESETH:

WHEREAS, the Developer is commencing proceedings to effect a subdivision of land in St. Lucie County; and

WHEREAS, the Developer intends to record a certain plat of a subdivision in St. Lucie County, Florida, to be known as _____ the "Subdivision"); and

WHEREAS, subdivision and platting ordinances of St. Lucie County establish procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of certain improvements and providing penalties for violations among other things; and

WHEREAS, a final plat of a subdivision within the unincorporated area of St. Lucie County shall not be recorded until the Developer has installed the required improvements or has guaranteed, to the satisfaction of the County, such improvements will be installed; and

WHEREAS, the required improvements of the Subdivision are to be installed after recording of the plat under the guarantees posted with the County.

NOW THEREFORE, in consideration of the intent and desire of the Developer as set forth herein, and to gain approval of St. Lucie County to record said plat, the Developer and County agree as follows:

- 1) **COMPLETION OF REQUIRED IMPROVEMENTS/OWNERSHIP.** The Developer agrees to satisfactorily complete the required improvements (the "Improvements") for the above referenced development within twelve (12) months from and after the recording of the above referenced plat according to the construction plans approved by the County Engineer. The Improvements are more particularly set forth on those certain plans drawn by the Developer's _____ engineers, dated _____. Upon completion, the ownership of the Improvements shall be conveyed to _____ in accordance with Section 11.04.01.F. (2), St. Lucie County Land Development Code ("LDC").
- 2) **SECURITY.** The Developer, in accordance with the requirements established by the St. Lucie County LDC, agrees to supply the County with security in a form acceptable to the County Attorney in the amount of _____ dollars (\$_____) representing 115% of the estimated cost of the Improvements as submitted by the Developer's engineer and approved by the County Engineer.
- 3) **REDUCTION OF AMOUNT OF SECURITY.** The amount of the security may be reduced once during the term of this Agreement upon the completion of a portion of the Improvements by the Developer and upon inspection and acceptance by the County. In no event, however, shall the amount of the security be less than one hundred percent (100%) of the cost of completing the remaining Improvements.

- 4) **SUPERVISION OF CONSTRUCTION.** The Improvements shall be constructed under the supervision of the Developer's engineer in full compliance with the specifications and requirements of St. Lucie County, and when complete, Developer's engineer shall furnish the County Engineer with a certificate of satisfactory completion for approval.
- 5) **FAILURE TO COMPLETE IMPROVEMENTS.** It is further understood and agreed by and between the parties to this Agreement that, in the event Improvements are not constructed within twelve (12) months from the date of the recording of the above referenced plat, the County shall have and is hereby granted the right to cause the Improvements to be made and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, surveying, construction, legal and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Agreement and the provisions of the LDC. In the event of Developer's failure or refusal to construct and install the Improvements in accordance with the terms of this Agreement, the County shall have the option to do so, with County employees and equipment, or pursuant to public advertisement and receipt of bids. In the event that the total costs incurred in construction and full completion of the improvements shall exceed the amount of security provided, such additional costs shall be paid by Developer on written demand by the County Engineer.
- 6) **RELEASE OF SECURITY.** Upon completion of construction of all Improvements, the Developer's engineer shall certify that the improvements have been constructed in accordance with the regulations set forth in the LDC. When the improvements have been certified by the Developer's engineer, the County Engineer shall inspect the improvements and review the construction and supporting test/ control data furnished by the Developer's engineer. If all Improvements are completed to the satisfaction of the County Engineer, the County Engineer shall confirm this in writing to the St. Lucie County Board of County Commissioners. The Developer's security shall then be released in accordance with Section 11.04.01, LDC.
- 7) **RECORDATION OF PLAT.** Following execution of this Agreement by both parties and approval of the form of security by the County Attorney, the County agrees to record the plat of the above referenced Subdivision at such time as the plat complies with the subdivision and platting requirements set forth in Section 11.03.00, LDC.
- 8) **INTERPRETATION; VENUE** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Agreement shall be the date on which this Agreement is approved by the Board of County Commissioners.

WITNESSES:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

**BY: _____
COUNTY ADMINISTRATOR**

**APPROVED AS TO FORM
AND CORRECTNESS**

**BY: _____
COUNTY ATTORNEY**

WITNESSES:

BY: _____

PRINT NAME _____

TITLE: _____