

ROAD IMPROVEMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the Developer is commencing proceedings to develop land in St. Lucie County; and

WHEREAS, the Developer proposes to construct certain road improvements to the satisfaction of the County; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the Developer and County agree as follows:

1. **COMPLETION OF REQUIRED ROAD 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 signing of this Agreement 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, XXX. Upon completion, the ownership of the Improvements shall be conveyed to the County by Bill of Sale free and clear of all liens and encumbrances.

2. **SECURITY.** The Developer agrees to provide the County with security in a form acceptable to the County Attorney in the amount of XXX representing 115% of the estimated cost of the Improvements as submitted by the Developer's engineer and approved by the County Engineer. This amount includes the fifteen percent (15%) to be retained for a period of one (1) year and thirty (30) days from the date the improvements are conditionally accepted by the St. Lucie County Board of County Commissioners to provide for maintenance of the improvements and to indemnify and save the County harmless from any and all costs necessary to repair or replace any part or portion of the Improvements occasioned by faulty engineering, workmanship, or materials.

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 plus fifteen percent (15%) of the total cost for construction of all the 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 signing of this Agreement, 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. 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 addition, the Developer shall forfeit the 15% maintenance amount and the County shall be entitled to keep that portion of the security. 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 approved plans. 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, minus the fifteen percent (15%) to be held as security for maintenance, shall then be released. The fifteen percent (15%) security (on any remaining balance) shall be released to developer at the end of the maintenance period referenced in paragraph 2 above.

7. **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

CORRECTNESS:

APPROVED AS TO FORM AND

BY:

COUNTY ATTORNEY

WITNESSES:

XXX

BY:

Printed Name: XXX

Title: XXX