

# OWNER/DEVELOPER'S AGREEMENT FOR CONSTRUCTION OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "Owner/Developer" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

**WHEREAS**, the Board of County Commissioners of Hillsborough County has adopted Site Development Regulations, set forth in the Land Development Code ("LDC"); and

**WHEREAS**, the LDC affects site development within the unincorporated areas of Hillsborough County; and

**WHEREAS**, pursuant to the LDC, the Owner/Developer has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval, a site development project known as \_\_\_\_\_, hereafter referred to as the "Project"; and

**WHEREAS**, a site within the unincorporated areas of Hillsborough County shall not be approved until the Owner/Developer has guaranteed to the satisfaction of the County that the off-site improvements required by the LDC will be installed; and

**WHEREAS**, the Owner/Developer has or will file with the Hillsborough County Development Review Division of the Development Services Department drawings, plans, specifications and other information relating to the construction of off-site roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way, in accordance with the specifications found in the aforementioned LDC and as required by the County; and

**WHEREAS**, the Owner/Developer agrees to build and construct the off-site improvements as listed below and identified as applicable to this project. The improvements listed in this paragraph are hereafter referred to as the "Off-Site Project Improvements":

Roads/Streets	Water Mains/Services	Stormwater Drainage Systems
Sanitary Gravity Sewer System	Sanitary Sewer Distribution System	Bridges
Reclaimed Water Mains/Services	Sidewalks	Other:

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**NOW, THEREFORE**, in consideration of the intent and desire of the Owner/Developer as set forth herein and to gain approval of the County, the Owner/Developer and County agree as follows:

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Owner/Developer agrees to well and truly build, construct and install the Off-Site Project Improvements in connection with the Project within \_\_\_\_\_ (\_\_\_\_\_) months from and after the date that the Board of County Commissioners accepts the performance bond rendered

pursuant to paragraph 3 below, in accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Owner/Developer.

3. The Owner/Developer agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_, or
  - b. A Performance Bond, dated \_\_\_\_\_ with \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, and
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_ be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

Copies of said letters of credit, performance and warranty bonds or cashier/certified checks are attached hereto and by reference made a part hereof.

4. Should the Owner/Developer seek and the County grant, pursuant to the terms contained in the LDC, an extension of the time period established for construction of those improvements described in paragraph 2, the Owner/Developer shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, or cashier/certified check, as required by the LDC.
6. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the LDC, the Owner/Developer shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Owner/Developer to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
7. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
8. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Owner/Developer:

\_\_\_\_\_  
Witness Signature

By \_\_\_\_\_  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Address of Signer

\_\_\_\_\_  
Phone Number of Signer

CORPORATE SEAL  
(When Appropriate)

VICTOR D. CRIST  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as  
(day) (month) (year) (name of person acknowledging)  
\_\_\_\_\_ for \_\_\_\_\_  
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR  Produced Identification

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(day) (month) (year) (name of person acknowledging)

Personally Known OR  Produced Identification

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)