

SUBDIVIDER'S AGREEMENT FOR WARRANTY OF REQUIRED IMPROVEMENTS - ON SITE

This Agreement made and entered into this _____ day of _____, 20_____, by and between _____, hereinafter referred to as the "Subdivider" 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 established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, the Subdivider has completed certain improvements within the Subdivision _____ (hereafter, the "Subdivision"); and

WHEREAS, the Subdivider has filed with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on the plat for the Subdivision, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider has built and constructed the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider requests the County to accept the improvements for maintenance as listed below and identified as applicable to this project:

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

Other: _____; and

WHEREAS, the County requires the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period; and

WHEREAS, the County requires the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain acceptance for maintenance by the County of the aforementioned improvements, the Subdivider 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 Subdivider agrees to warranty all improvement facilities located in the Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.

3. The Subdivider 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 _____,
- b. A Warranty Bond, number _____ dated, _____ with _____ as Principal, and _____ as Surety, or
- c. Escrow Agreement, dated _____ between _____ and the County or,
- d. Cashier/Certified Check, number _____, dated _____ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

- 4. In the event the Subdivider shall fail or neglect to fulfill its obligations under this agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective 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 Subdivider's failure or neglect to perform.
- 5. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance, upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Records Certification, signed and sealed, stating that the improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the County's Development Review Division of the Development Services Department, in accordance with all applicable County regulations relating to the construction of the improvement facilities.
- 7. If any article, section, clause or provision of this agreement is 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 will remain in full force and effect.
- 8. This document contains the entire agreement of the 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:

Subdivider:

Witness Signature

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

Printed Name of Witness

Name (typed, printed or stamped)

Witness Signature

Title

Printed Name of Witness

Address of Signer

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

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)