

Return recorded copy:
Broward County Highway Construction &
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

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NOTICE: PURCHASERS. GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

The SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, created and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "SCHOOL BOARD."

WHEREAS, SCHOOL BOARD's Project, known as Triple H Ranch Plat, Planning and Redevelopment Division File No. 008-MP-11, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof, which was approved by the Board of County Commissioners of Broward County on March 20, 2012, subject to certain conditions to ensure the protection of the public health and safety, and one of the conditions imposed at the time of approval was the construction of certain road improvements; and

WHEREAS, the parties desire to enter into this Agreement to provide for the construction, funding, and security for the required improvements as described in Exhibit "B" attached hereto and made a part hereof;

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

2. INSTALLATION OF REQUIRED IMPROVEMENTS.

(a) SCHOOL BOARD agrees to and shall construct the improvements described in the attached Exhibit "B," hereinafter referred to as the "Improvements." Said Improvements shall be constructed in accordance with the schedule set out in Exhibit "B."

(b) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, City of Parkland, or State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review. The construction plans for the Improvements must be approved by the COUNTY prior to the commencement of construction. Construction shall be subject to inspection and approval by COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.

(c) SCHOOL BOARD agrees not to apply for or receive any certificates of completion from the Florida Department of Education for the Project prior to completion of the Improvements according to the schedule set forth in Exhibit "B."

(d) SCHOOL BOARD agrees to notify COUNTY of acceptance of Improvements by permitting authority if such permitting authority is other than the COUNTY.

3. SCHOOL BOARD understands and agrees that it is SCHOOL BOARD's responsibility to complete the Improvements described in Exhibit "B" and that all costs relating to the installation of the Improvements will be borne by the SCHOOL BOARD.

4. SECURITY AND DEFAULT.

(a) Prior to the SCHOOL BOARD recording the plat or any agreements, which were conditions of approval for the Project, the SCHOOL BOARD shall provide the COUNTY with a certified Resolution, duly adopted by the

SCHOOL BOARD, which secures the SCHOOL BOARD's performance of the construction obligations set forth in this Agreement in the total amount of \$ \$656,164.00 .

- (b) The SCHOOL BOARD is a governmental agency and is not required to provide the COUNTY with security such as a surety bond or irrevocable letter of credit, which guarantees the SCHOOL BOARD's performance of the construction obligations set forth in this Agreement. However, in the event that SCHOOL BOARD conveys, assigns, leases, or otherwise grants any interest in the Project to another party prior to completion of the Improvements described in Exhibit "B," then SCHOOL BOARD shall require such party to enter into an agreement and deliver security, such as a cash bond or an irrevocable letter of credit, in a form acceptable to the COUNTY, which guarantees performance of the construction obligations, or any part thereof, as set forth in this Agreement.
 - (c) SCHOOL BOARD agrees not to apply for or receive any certificates of completion from the Florida Department of Education for the Project prior to completion of the Improvements according to the schedule set forth in Exhibit "B."
 - (d) In the event that the SCHOOL BOARD's Resolution securing the Improvements is repealed or is disaffirmed, COUNTY shall send notice to SCHOOL BOARD according to the notice provisions of this Agreement and SCHOOL BOARD shall have one (1) month from the date of such notice to provide substitute security in a form acceptable to COUNTY. If SCHOOL BOARD fails to provide acceptable substitute security, COUNTY may, at its option, declare a default under this Agreement.
5. SCHOOL BOARD and COUNTY are state agencies or subdivisions of the state of Florida as defined in Chapter 768.28, Florida Statutes, and each party shall be fully responsible for acts and omissions of its agents, contractors, or employees in the performance of its obligations under this Agreement, to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the state of Florida to be sued by third parties, in any matter, arising out of this Agreement or any other contract. Both parties shall furnish the Contract Administrator of the other party with written verification of liability protection in accordance with state law prior to final execution of this Agreement. SCHOOL BOARD agrees that the construction contract(s) for the Improvements shall:
- (a) Indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the SCHOOL BOARD's contractor or persons employed or utilized by the SCHOOL BOARD's contractor in the performance of this Agreement. In the event

that any action or proceeding is brought against COUNTY by reason of any such claim or demand, the SCHOOL BOARD's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

- (b) Require SCHOOL BOARD's contractor(s) to provide the minimum insurance designated in this section and to require its contractor(s) to endorse SCHOOL BOARD and "Broward County" as additional insureds on the general liability, business automobile liability insurance, and any excess liability policy unless the excess liability policy provides coverage on a true and pure follow-form basis.

Such policy or policies must be provided by U.S. Treasury approved insurers authorized to do business in the state of Florida with a minimum AM Best financial rating of A-. The minimum required limits are as follows:

Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage and One Million Dollars (\$1,000,000.00) per aggregate.

Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for bodily injury and property damage.

Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the state of Florida and all applicable federal laws.

In addition, the policy(ies) must include Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

SCHOOL BOARD shall furnish to the Broward County Highway Construction and Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverage of its contractors prior to the start of work under this Agreement.

6. COUNTY agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, that SCHOOL BOARD install all required Improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required Improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the County Commission.

7. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Highway Construction and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For the SCHOOL BOARD:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue, FL 10
Fort Lauderdale, Florida 33301

With a Copy to: Chief Facilities Officer,
Office of Facilities and Construction
The School Board of Broward County, Florida
600 Southeast Third Avenue, FL 10
Fort Lauderdale, Florida 33301

8. RELEASE. When all of the obligations attributable to a specific Phase of the Project as set forth in Exhibit "B," or all of the obligations under this Agreement are fully paid and performed, at the request of the SCHOOL BOARD and upon payment of any applicable fees, COUNTY shall cause a Partial Release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, COUNTY may grant a partial release of this Agreement for a specific parcel or portion of the Project for which this road impact obligation has been satisfied.
9. RECORDATION. SCHOOL BOARD agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees,

heirs, successors, and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed.

10. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.
11. CHANGES TO FORM AGREEMENT. SCHOOL BOARD represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
12. 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 or intent of this Agreement, nor the intent of any provisions hereof.
13. 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.
14. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
15. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
16. ASSIGNMENT AND ASSUMPTION. SCHOOL BOARD may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." SCHOOL BOARD agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
17. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and SCHOOL BOARD.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and the SCHOOL BOARD, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator, as Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____
Mayor
_____ day of _____, 20__

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney
_____ day of _____, 20__

SCHOOL BOARD

(Corporate Seal)

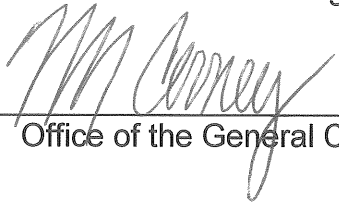
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna Korn, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

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EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION PARCEL A (a/k/a "School Site 1")

THAT PORTION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 41 EAST INCLUDING PORTIONS OF LOTS 27 AND 28 ACCORDING TO THE PLAT OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2 IN SAID SECTION 29 AS RECORDED IN PLAT BOOK 1 AT PAGE 102 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE RUN SOUTH 89°37'21" WEST (BASIS OF BEARINGS A GRID BEARING) 85.00' FEET ALONG THE SOUTH LINE OF SAID SECTION 29; THENCE RUN NORTH 01°15'09" WEST 15.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°37'21" WEST 873.71 FEET; THENCE RUN NORTH 00°22'39" WEST 847.07' FEET; THENCE RUN NORTH 89°37'21" EAST 860.78 FEET TO AN INTERSECTION WITH A LINE 85 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EAST LINE OF SAID SECTION 29; THENCE RUN SOUTH 01°15'09" EAST 847.17 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PARKLAND, BROWARD COUNTY, FLORIDA AND CONTAINING 734,617 SQUARE FEET OR 16.865 ACRES MORE OR LESS.

DESCRIPTION PARCEL B (a/k/a "School Site 2")

THAT PORTION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 41 EAST INCLUDING PORTIONS OF LOTS 27, 28, 29 AND 30 ACCORDING TO THE PLAT OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 2 IN SAID SECTION 29 AS RECORDED IN PLAT BOOK 1 AT PAGE 102 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND INCLUDING THAT PORTION OF THE ROAD RIGHT-OF-WAY ACCORDING TO SAID PLAT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE RUN SOUTH 89°37'21" WEST (BASIS OF BEARINGS) 958.91 FEET ALONG THE SOUTH LINE OF SAID SECTION 29; THENCE RUN NORTH 00°22'39" EAST 15.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°37'21" WEST 393.93 FEET; THENCE RUN NORTH 45°22'39" WEST 52.83 FEET; THENCE RUN NORTH 00°22'39" WEST 11.98 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING

EXHIBIT "A"
LEGAL DESCRIPTION
(Continued)

DESCRIPTION PARCEL B (a/k/a "School Site 2") (continued)

A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 27°26'21" RUN NORTHERLY 35.92 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 27°26'21" RUN NORTHERLY 59.86 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°22'39" WEST 123.50 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 145.00 FEET AND A CENTRAL ANGLE OF 25°00'28" RUN NORTHWESTERLY 63.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 25°00'28" RUN NORTHERLY 41.46 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°22'39" WEST 293.66 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1935.00 FEET AND A CENTRAL ANGLE OF 08°15'29" RUN NORTHEASTERLY 278.89 FEET; THENCE RUN SOUTH 80°38'20" EAST 35.05 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 12°32'33" RUN SOUTHEASTERLY 125.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 675.00 FEET AND A CENTRAL ANGLE OF 22°16'52" RUN SOUTHEASTERLY 262.49 FEET; THENCE RUN SOUTH 00°22'39" EAST 847.07 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE CITY OF PARKLAND, BROWARD COUNTY, FLORIDA AND CONTAINING 8.614 ACRES OR 375,209 SQUARE FEET MORE OR LESS.

EXHIBIT "B"
LIST OF IMPROVEMENTS AND SCHEDULE

<u>Improvement</u>	<u>Completion Date</u>
#32 westbound right turn lane on County Line Road at the east 80-foot opening with 200 feet of storage and 100 feet of transition	Prior to the first Certificate of Completion from the Florida Department of Education (C.C.) for Parcel A (School Site "1")
#33 eastbound left turn lane on County Line Road at the east 80-foot opening with 200 feet of storage and 100 feet of transition	Prior to the first C.C. for Parcel A (School Site "1")
#34 westbound u-turn lane on County Line Road at the eastern access with 100 feet of storage and 100 feet of transition.	Prior to the first C.C. for Parcel A (School Site "1")
#35 westbound right turn lane on County Line Road at the west 80-foot opening with 150 feet of storage and 100 feet of transition.	Prior to the first C.C. for Parcel A (School Site "1")
#36 eastbound left turn lane on County Line Road at the west 80-foot opening with 200 feet of storage and 100 feet of transition	Prior to the first C.C. for Parcel B (School Site "2")
#41 Sidewalks along County Line Road adjacent to Parcel A (School Site "1")	Prior to the first C.C. for Parcel A (School Site "1")
#41 Sidewalks along County Line Road adjacent to Parcel B (School Site "2")	Prior to the first C.C. for Parcel B (School Site "2")
#44 Overhead Mast Arm Solar School Flashers on County Line Road for Parcel A and B	Prior to the first C.C. for either Parcel A (School Site "1") or B (School Site "2")
#45 Overhead Mast Arm Solar School Flashers on County Line Road for Parcel B	Prior to the first C.C. for Parcel B (School Site "2")
#48 Construction of the required improvements shall include the installation of pavement markings and signs. All pavement markings shall be thermoplastic. Pavement markings and signing materials shall be fully reflectorized with high intensity materials. The security amount for pavement markings and signs will be based on the approved construction plans or the approved engineer's cost estimate	As required for installation of the above improvements.

NOTE: Notwithstanding the SCHOOL BOARD's obligation to construct the Improvements *should one or both new facilities be constructed*, the SCHOOL BOARD is under no obligation whatsoever to proceed with the construction of either school facility on the subject property. Accordingly, should the SCHOOL BOARD not construct either one or both facilities, it shall have no obligation to construct the Improvements.