

PLAT REL

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

Document prepared by:

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 THAT RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

SCHOOL ZONE FLASHER 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

_____, its successors and assigns, hereinafter referred to as "Developer" (collectively referred to as the "Parties").

A. Developer's plat (or amendment to plat), which is known as the _____ Plat, Plat File No. _____ ("Plat"), was approved by the Board of County Commissioners of Broward County ("Board") on _____, 20____, subject to certain conditions.

B. A sketch and legal description of the platted area is attached hereto as Exhibit "A" and made a part hereof ("Property").

C. One of the conditions imposed at the time of approval of the Plat was the securing and installation of school zone flasher signal equipment related to proposed school uses on _____ adjacent to the Property.

D. The Parties desire to enter into this Agreement to provide for the construction, funding, and security for the required school zone flasher signal equipment as described in Exhibit "B" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and payments set forth herein, the Parties agree as follows:

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

1. The foregoing recitals are true and form a material part of this Agreement upon which the Parties have relied.

2. School Zone Flasher Obligation.

Developer shall be responsible for payment to County of \$ _____
for the installation costs of school zone flashers at _____,
_____ in accordance
with the conditions and time frames set forth in this Agreement.

3. Form of Security.

PLEASE CHECK THE APPROPRIATE SECTION BELOW:

(a) Lien.

(1) A lien is hereby imposed by County against the Property identified in Exhibit "A" in the amount of _____ Dollars (\$ _____), said representing Developer's share of the cost of the school zone flashers. Such lien will secure the installation costs of the school zone flashers described in paragraph 2 above and will exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement will be superior to and will have priority over any mortgage on the Property. Developer shall cause this Agreement to be executed by the holder of any such mortgage, which execution will constitute the mortgagee's consent to such subordination.

(2) Prior to Developer obtaining a building permit for construction of any portion of the Property, Developer shall provide a form of security acceptable to County in the form of a letter of credit or cash bond, in the amount of _____ Dollars (\$ _____), said amount representing Developer's share of the cost of the school zone flashers, in substitution of the lien imposed hereby. Upon approval of the substitute security by County, County shall cause to be executed and recorded in the Public Records of Broward County, Florida, a release of the lien upon the Property.

(3) In the event Developer fails to pay to County the sums set forth in paragraph 2 above when said amount becomes due, County may recover such outstanding sums from Developer as are necessary to cause the installation of the school zone. Such sums, plus costs and attorneys' fees, may be recovered by County against Developer through a civil action, or may be recovered by action as provided by the applicable security. In the event

Developer fails to pay for the school zone flashers as required in paragraph 2 above, such lien may be foreclosed or otherwise enforced by County by action or suit in equity as for the foreclosure of a mortgage on real property.

- (4) Developer shall ensure that the substitute security remains valid and in full force and effect until Developer's obligation to pay for the school zone flashers is fully performed. Expiration of the security prior to Developer's performance of such obligation, or notice to County that the security will expire or has been canceled or disaffirmed, prior to Developer's satisfaction of all obligations hereunder, will constitute a default of this Agreement.
- (5) In the event the letter of credit provided to County expires or is canceled or disaffirmed by the issuing institution, County may record a document entitled "Notice of Lien for Installation of School Zone Flasher Improvements," which will constitute a lien on the Property for the amount due hereunder, until fully paid, discharged, released, or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Property, the Notice of Lien for School Zone Flasher Improvements may be recorded against and apply only to such parcel or portion of the Property. If Developer provides substitute security in a form acceptable to County, County will release the lien.

(b) Letter of Credit.

- (1) Developer shall provide to County an irrevocable letter of credit in a form acceptable to County, in the amount of _____ Dollars (\$_____) as security for Developer's share of the cost of the installation of the school zone flashers as described in paragraph 2 above.
- (2) In the event Developer fails to pay to County the sums set forth in paragraph 2 above when said amount becomes due, County will be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If County draws against the security and the amount recovered is less than the amount due, County may maintain an action against Developer in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve percent (12%) per annum.
- (3) Developer shall ensure the substitute security remains valid and in full force and effect until Developer's obligation to pay for the school zone flashers is fully performed. Expiration of the security prior to Developer's performance of such obligation, or notice to COUNTY the security will expire or has been canceled or disaffirmed, prior to Developer's satisfaction of all obligations hereunder, will constitute a default of this Agreement.

(4) In the event the letter of credit provided to County expires or is canceled or is disaffirmed, County may record a document entitled "Notice of Lien for Installation of School Zone Flasher Improvements," which will constitute a lien on the Property for the amount due hereunder until fully paid, discharged, released, or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Property, the Notice of Lien for School Zone Flasher Improvements may be recorded against and apply only to such parcel or portion of the Property. The above provisions will control such lien except that the provisions regarding subordination of mortgages will not apply. If Developer provides substitute security in a form acceptable to County, County will release the lien.

(c) Cash Bond.

Developer shall provide to County cash or a check (cashier's, certified, or registered) or money order issued by _____ (financial institution), in the amount of _____ Dollars (\$ _____), payable to the Broward County Board of County Commissioners, guaranteeing Developer's share of the cost of the installation of the school zone flashers as described in paragraph 2 above. Developer may, at its option, later provide to County a letter of credit acceptable to County, in like amount, as a substitute for the cash, check, or money order. If Developer provides a letter of credit, the provisions of Section 3(b) above will apply.

4. If the Property is secured by a lien as set forth in Section 3(a) and is located within a municipality, Developer agrees that no building permit or certificates of occupancy will be obtained from the municipality for construction of a principal building within the Property until such time as Developer provides municipality with written confirmation from County that Developer has complied with paragraph 3 of this Agreement. Failure to comply with the above will constitute a default of this Agreement. If the Property is located within the unincorporated area, County will not issue any building permits for construction of a principal building within the Property until such time as Developer has complied with paragraph 3 of this Agreement.
5. The Parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of Developer to strictly comply with all the requirements of an applicable municipality's land development codes.
6. (a) Developer shall notify the County Traffic Engineering Division, in writing, when the development within the Plat either (1) has been occupied and operational for at least two (2) years beyond the date of issuance of its first Certificate of Occupancy, or (2) when at least sixty-seven percent (67%) of its approved student enrollment has been attained, whichever occurs first. Within one hundred twenty (120) days after Developer's written notice of either of the above timeframes being provided to the Broward County Traffic

Engineering Division, County shall conduct studies at the pertinent intersection or location to determine if a school zone and corresponding school flashers are warranted, in accordance with the standards set forth in the United States Department of Transportation Manual on Uniform Traffic Control (MUTCD), the requirements established by Florida Statutes 316.1895, and the standards and specifications established by the Broward County Traffic Engineering Division. If County conducts the aforementioned warrant studies and determines that conditions are inconclusive at the time the study is performed, County, at its sole discretion, may perform another study within one (1) year after the original notification by Developer to make a final warrant determination.

- (b) If the school zone flashers are determined to be warranted at the pertinent intersection or location after County conducts a warrant study(ies), County will provide notice to Developer that the amount set forth in paragraph 2 is due. Developer will have thirty (30) days from the date of the County's notice to provide the amount set forth in paragraph 2 to County in the form of cash or a cashier's check money order payable to the Broward County Board of County Commissioners. County will have three (3) years from Developer's notice to begin construction of the school zone flashers. Developer's total obligation related to County's installation of the school zone flashers, exclusive of costs and interest as provided herein, will not exceed the amount stated in paragraph 2 above. Developer may also undertake installation of the school zone flashers if they are determined to be warranted by County, and begin construction of the school zone flashers within the same three (3) year timeframe set forth above. If Developer installs the school zone flashers to the satisfaction of County, Developer will be released from the obligations set forth in this Agreement and County will return the security to Developer and record a release of this Agreement in the Public Records of Broward County, Florida. However, nothing herein will prevent Developer and County from entering into an enforceable developer agreement for installation of the school zone flashers. At its discretion, County may conduct the necessary studies prior to Developer's notice of either of the above two timeframes.

- (c) If County determines that the school zone flashers are not needed at the pertinent location or intersection within one hundred twenty (120) days after notice of either of the timeframes set forth in paragraph 6(a) above, or if County fails to begin construction of the school zone flashers within three (3) years after Developer's notice, Developer will be released from the obligations set forth in this Agreement and County shall return the security to Developer and record a release of this Agreement in the Public Records of Broward County, Florida. If the security is in the form of a cash bond, County shall have ninety (90) days to remit _____ Dollars (\$ _____) to Developer, provided that County has not already effected a remittance to Developer because of the earlier substitution of a letter of credit, as provided in Section 3(c) above.

8. Recordation. Developer agrees that this Agreement will be recorded in the Public Records of Broward County, Florida, against the Property to put subsequent purchasers, grantees, heirs, successors, and assigns of any interest in such Property on notice of the obligations set forth herein, which will run with the Property until fully paid and performed.

9. Enforcement. Nothing herein will prevent County from enforcing the requirements of this Agreement against the owners, successors, or assigns of any part of the Property.

10. Notice. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via e-mail to the address listed below and will be effective upon mailing. The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Director, Broward County Highway Construction and
 Engineering Division
 1 North University Drive, Suite 300B
 Plantation, Florida 33324
 Email address: _____

For Developer:

 Email address: _____

11. Release. When all of the obligations set forth herein are fully paid and performed, County, at the request of Developer and upon payment of any applicable fees, will cause a release to be recorded in the Public 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 Property, County may grant a partial release of this Agreement for a specific parcel or portion of the Property for which the obligation has been satisfied.

12. Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems

arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12. Changes to Form Agreement. City/Town 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.
13. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
15. 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.
16. No Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver will only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.
17. Exhibits; Priority of Provisions. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto will control all printed provisions in conflict therewith. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this

Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail and be given effect.

18. Further Assurances. The Parties hereby agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as reasonably requested of them in order to carry out this Agreement.
19. Assignment and Assumption. Developer 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. Developer agrees that any assignment will contain a provision that clearly states that such assignment is subject to the obligations of this Agreement.
20. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
21. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
22. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against either Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 Developer, 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

(Signature)

_____ day of _____, 20__

Developer - Individual

Witnesses:

(Signature)
Print name: _____

(Signature)
Print name: _____

Name of Developer (Individual)

(Signature)
Print name: _____
Print address: _____

____ day of _____, 20__

Acknowledgment - Individual

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of
physical presence or
online notarization

this ____ day of _____, 20__, by

_____ who is

personally known to me, or
 produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print name:

My commission expires:

Developer – Corporation/Partnership

Witnesses (if partnership):

 (Signature)
 Print name: _____

 (Signature)
 Print name: _____

 Name of Developer (Corporation/Partnership)

By _____
 (Signature)
 Print name: _____
 Title: _____
 Address: _____

____ day of _____, 20__

Attest (if corporation):

 (Secretary Signature)
 Print Name of Secretary: _____

(CORPORATE SEAL)

Acknowledgment – Corporation/Partnership

STATE OF _____)
) SS
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of
 physical presence or
 online notarization
 this _____ day of _____, 20__, by
 _____, as _____ of
 _____, a _____ corporation/
 partnership, on behalf of the corporation/partnership. He or she is:

- personally known to me, or
- produced identification. Type of identification produced _____.

(Seal)

My commission expires:

NOTARY PUBLIC:

 Print name:

Mortgagee - Individual

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A," hereby consents and joins in for the purpose of agreeing that its mortgage will be subordinated to the foregoing Agreement.

Witnesses:

 (Signature)
 Print name: _____

 Name of Mortgagee (Individual)

 (Signature)
 Print name: _____

 (Signature)
 Print name: _____
 Print address: _____

____ day of _____, 20__

Acknowledgment - Individual

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of
 physical presence or
 online notarization
 this _____ day of _____, 20__, by
 _____ who is

- personally known to me, or
- produced identification. Type of identification produced_____.

NOTARY PUBLIC:

(Seal)

 Print name:

My commission expires:

Mortgagee – Corporation/Partnership

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A," hereby consents and joins in for the purpose of agreeing that its mortgage will be subordinated to the foregoing Agreement.

Witnesses (if partnership):

Name of Mortgagee (corporation/partnership)

(Signature)
Print name: _____

By _____
(Signature)
Print name: _____

(Signature)
Print name: _____

Title: _____
Address: _____

____ day of _____, 20__

Attest (if corporation):

(CORPORATE SEAL)

(Secretary Signature)
Print Name of Secretary: _____

Acknowledgment – Corporation/Partnership

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

- personally known to me, or
- produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires: _____
Print name: _____

EXHIBIT "A"
LEGAL DESCRIPTION