

RESOLUTION
of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
AMENDING RESOLUTION NO. 91-M-62
regarding
DEVELOPER'S AGREEMENTS FOR PUBLIC IMPROVEMENTS
IN CONNECTION WITH THE SUBDIVISION OF PROPERTY

Resolution No. 2018-M-02

WHEREAS, on October 1, 1991, the Board of County Commissioners adopted Resolution No. 91-M-62;

WHEREAS, among other things, Resolution No. 91-M-62 delegated to the County Mayor the authority to sign various documents in a form that did not deviate from that shown in the exhibits attached to Resolution No. 91-M-62, and incorporated therein by reference; and

WHEREAS, one of those documents was a form developer's agreement entitled, "Developer's Agreement for Improvements to be Dedicated to Orange County in Conjunction with a Subdivision," and was attached as Exhibit "C"; and

WHEREAS, the Board of County Commissioners desires to replace the form of the above referenced developer's agreement attached as Exhibit "C" to Resolution No. 91-M-62 with the form of the developer's agreement attached hereto as the new Exhibit "C," and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS:**

Section 1. Amendment to Resolution No. 91-M-62. Resolution No. 91-M-62 is amended by substituting the new Exhibit "C" attached hereto for the

Exhibit "C" attached to Resolution No. 91-M-62, and incorporating the new Exhibit "C" into Resolution No. 91-M-62, as amended today, by this reference. In all other respects, Resolution No. 91-M-62 shall remain unchanged.

Section 2. Effective date. This Resolution shall take effect on the date of its adoption.

ADOPTED this _____ day of JAN 23 2018, 2018.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs, County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Print Name: Katie Smith

Exhibit "C"

Prepared by and after recording return to:

Tax parcel ID No(s):

AGREEMENT ALLOWING PLATTING OF A SUBDIVISION PRIOR TO COMPLETION OF SUBDIVISION IMPROVEMENTS

THIS AGREEMENT, effective as of the latest date of execution by the parties (the "Effective Date"), is entered into by and between Orange County, a charter county and political subdivision of the State of Florida, with an address of P.O. Box 1393, Orlando, FL 32802-1393, hereinafter referred to as "COUNTY," and <legal name>, a <state, type of entity>, with a principal business address of <address>, hereinafter referred to as "OWNER." (COUNTY and OWNER shall sometimes be collectively referred to as the "Parties").

WITNESSETH THAT:

WHEREAS, OWNER warrant(s) that it hold(s) legal title to that certain land situated in Orange County, Florida, as more particularly described in **Exhibit "A,"** attached hereto and incorporated herein as a material part of this Agreement, such land to be hereafter referred to as the "Subject Property"; and

WHEREAS, the Subject Property is substantially undeveloped at the present time and will require subdividing platting, and installing of certain required capital improvements as it is developed, which improvements are more specifically described as

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<OWNER legal name>, 20__

follows: _____

_____ (the
“Improvements”); and

WHEREAS, COUNTY is authorized by Chapter 34 of the Orange County Code (the
“Code”), known as the Orange County Subdivision Regulations (the “Subdivision Regulations”),
to regulate the development of the Subject Property; and

WHEREAS, OWNER desires to enter into this Agreement under Section 34-133(d) of
the Code in order to plat the Subject Property prior to completion of the above described
Improvements; and

WHEREAS, the purpose of this Agreement is to clearly set forth the understanding and
agreement by the Parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and
conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency
of which are hereby acknowledged, the Parties hereby agree as follows:

1. The above recitals are true and correct and are hereby incorporated as a material
part of this Agreement by reference.
2. In exchange for being allowed to plat the Subject Property prior to completion of
the above described Improvements, OWNER agrees that it will abide by this Agreement and the
Code, including the Subdivision Regulations, and will install or cause to be installed the
Improvements as required by COUNTY, the preliminary subdivision plan (“PSP”) approval, the

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Subdivision Regulations, and in accordance with this Agreement and of all applicable federal, state, and local laws, rules, ordinances, and regulations.

3. OWNER agrees that, throughout the development of the Subject Property, failure to abide by the terms of this Agreement, the PSP approval, the Subdivision Regulations, or any other applicable federal, state, or local regulations, ordinances, rules, or laws as may from time to time be enacted, shall constitute grounds for refusal by COUNTY, or the appropriate authority thereof, to allow such development to continue, to issue building permits, to institute services, or to permit occupancy of any buildings or structures on the Subject Property.

4. Pursuant to Section 34-133 of the Code, execution of this Agreement by the Parties shall satisfy a condition of approval for the corresponding plat of the Subject Property prior to the completion of the Improvements, provided that all other platting requirements of the Code, including the Subdivision Regulations, and any additional conditions or stipulations imposed upon the development of the Subject Property by COUNTY at the time of PSP approval have been satisfied.

5. OWNER shall install and complete, according to COUNTY approved specifications, all Improvements no later than twelve (12) months after the date of approval of the plat of the Subject Property by the Orange County Board of County Commissioners (the "BCC"). Should OWNER fail to timely install and complete all the required Improvements, as required by the COUNTY and described herein, then COUNTY, upon thirty (30) days written notice to the OWNER, may, without prejudice to any other right or remedy it may have, install

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or have installed or completed on the Subject Property such required Improvements, at OWNER's expense.

6. OWNER further acknowledges that, in addition to any other remedies available to COUNTY under the law or in equity, COUNTY is authorized to assess the cost of installing and/or completing the Improvements, which OWNER failed to install and complete hereunder, against the Subject Property, and such assessment for the cost of the Improvements shall constitute a lien thereon until paid. Any such lien imposed shall be superior and paramount to the interest on the Subject Property of any OWNER, lessee, tenant, mortgagee, or other person, except the lien of COUNTY taxes, and shall be on parity with any such lien of COUNTY taxes.

7. Consistent with Sections 34-203 and 34-204 of the Code, it is further understood and agreed by the Parties that, unless otherwise explicitly provided for herein, upon the completion of construction by OWNER of all the Improvements, as required by this Agreement, the PSP approval, the Subdivision Regulations, any other applicable federal, state, or COUNTY regulations, ordinances, rules, or laws as may from time to time be enacted, or any combination thereof, and the issuance of a certificate of completion thereof by COUNTY, then COUNTY will ultimately assume maintenance of the same, subject to the following terms:

(a) Prior to issuance of a certificate of completion by COUNTY for such Improvements, OWNER shall provide a letter of credit acceptable to COUNTY in an amount sufficient to warranty against any defects in such Improvements for a period of one year after

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issuance of the certificate of completion by COUNTY, in accordance with the requirements of Section 34-203 of the Code, as may be amended;

(b) OWNER shall be responsible for maintaining the Improvements satisfactorily and to COUNTY standards for such aforementioned one-year maintenance period, at no cost to COUNTY;

(c) After one year of satisfactory maintenance by OWNER and verification by COUNTY of satisfactory performance of the Improvements, COUNTY shall issue an approval for maintenance of the Improvements. OWNER shall be thereby released from further responsibilities and liabilities, except that if any latent defect is thereafter discovered in any of the Improvements, the OWNER'S responsibilities and liabilities shall not be released except as provided by Section 34-204(c), as it may be amended from time to time.

8. Notwithstanding anything seemingly to the contrary contained herein, COUNTY shall not be obligated to furnish to OWNER any rights-of-way, funds, or materials whatsoever pertaining to the installation and completion of the Improvements.

9. This Agreement shall run with the Subject Property and shall be binding upon and shall inure to the benefit and burden of the successors and assigns of the Parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Subject Property.

10. The term of this Agreement shall commence on the Effective Date and expire when the COUNTY issues the approval for maintenance under subparagraph 7(c). However, if

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any latent defect is discovered in any of the Improvements after the COUNTY issues the approval for maintenance, the OWNER'S responsibilities and liabilities survive the termination of this Agreement, and shall not be released except as provided by Section 34-204(c), as it may be amended from time to time.

11. This Agreement shall be recorded in the Public Records of Orange County, Florida, within fifteen days after the Effective Date, at Owner's expense.

[Signatures appear on following pages]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly
executed by their respective duly authorized representatives on the dates set forth below.

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Orange County Board of County
Commissioners

By: _____

Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of COUNTY Commissioners

By: _____
Deputy Clerk

Print name: _____

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“OWNER”

Signed, sealed and delivered
in the presence of:

<Legal name>, a <state, type of entity>

Print Name: _____

By: _____
Print: _____

Print Name: _____

Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ as _____ of
_____, a <state, type of entity>, who [] is personally known to me
or [] has produced _____ as identification and did/did not (circle
one) take an oath.

(NOTARY SEAL)

Notary Public, State of Florida
Name: _____
Notary Commission No.: _____
My Commission Expires: _____

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Exhibit A

Legal description and sketch of description for Subject Property

(__ page(s) follow)