

LANDSCAPING/MITIGATION IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT, is entered into this _____ day of _____, 20____, by and between _____ (the "Developer"), and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County").

W I T N E S E T H:

WHEREAS, the Developer intends to commence development on a project in St. Lucie County, Florida, to be known as _____ (the "Project"); and

WHEREAS, the St. Lucie County Land Development Code (LDC), Section 11.04.01(B) requires that any site plan shall be subject to the Developer providing assurance that all required improvements shall be satisfactorily constructed according to the approved plan and an Improvement Agreement; and

WHEREAS, the LDC requires that the Developer of this Project complete certain landscaping and mitigation improvements; and

WHEREAS, the required improvements of the Project are to be installed after approval of a Vegetation Removal Permit or Exemption under the guarantees posted with the County.

NOW THEREFORE, in consideration of the intent and desire of the Developer as set forth herein, the Developer and County agree as follows:

1. **COMPLETION OF REQUIRED IMPROVEMENTS.** The Developer agrees to satisfactorily complete the required improvements (the "Improvements") for the above referenced development within twelve (12) months from approval of a Vegetation Removal Permit or Exemption according to the landscape and mitigation plans approved by the Director of the Environmental Resources Department ("Director"). The Director may extend the time to complete the required improvements for one additional six-month term. If this extension is granted, the term of the bond must also be extended for at least six months. The Improvements are more particularly set forth on those certain plans drawn by the Developer's landscape architect, _____, dated _____, or as amended and approved by the Director. The Improvements must then remain alive and in healthy condition as determined by the Director for eighteen months (18) after installation or completion of construction, whichever occurs later.

2. **SECURITY.** The Developer, in accordance with the requirements established by the St. Lucie County LDC, agrees to provide the County with security in a form acceptable to the County Attorney in the amount of _____ dollars (\$_____), representing 100% of the estimated cost of the Improvements as calculated using Betrock Plant Finder, irrigation, well (if applicable), mulch, and other related landscaping plan items, and approved by the Director. The term of the security shall be effective for at least nineteen months, but in no case shall the term of the security be any less than the identified period of construction for the proposed development or development phase plus eighteen months.

3. **FAILURE TO COMPLETE IMPROVEMENTS.** It is further understood and agreed by and between the parties to this Agreement that, in the event Improvements are not constructed within twelve (12) months from the date of the approval of a Vegetation Removal Permit or Exemption, or if the Improvements do not remain alive and in healthy condition for the subsequent eighteen (18) months after installation, or upon completion of the construction, the County shall have and is hereby granted the right to cause the Improvements to be made or reinstalled and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, design, materials, installation, legal and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Agreement, the provisions of the LDC or the County-approved plan, as may be amended consistent with applicable County Codes. In the event of Developer's failure or refusal to construct and install the Improvements in accordance with the terms of this Agreement, the County shall have the option to do so, with County employees and equipment, or pursuant to public advertisement and receipt of bids. In the event that the total costs incurred in construction and full completion of the improvements shall exceed the amount of security provided, such additional costs shall be paid by Developer on written demand by the County.

4. **RELEASE OF SECURITY.** Upon completion of construction of all Improvements, the Developer's landscape architect shall certify that the improvements have been constructed in accordance with the County-approved plans. When the improvements have been certified by the Developer's landscape architect, the Director or designee shall inspect the improvements. If all Improvements are completed to the satisfaction of the Director or designee, and the Improvements survive for eighteen (18) months after satisfactory

installation, or completion of construction, the Director shall confirm this in writing to the St. Lucie County Board of County Commissioners. The Developer's security shall then be released in accordance with Section 11.04.01, LDC.

5. **INTERPRETATION; VENUE** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

6. **NOTICES** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As To County:

With A Copy To:

St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As To Contractor:

As To Developer:

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

IN WITNESS WHEREOF, the parties hereto have executed these

presents on the dates indicated below. The date of this Agreement shall be the date on which this Agreement is signed by the County Administrator.

WITNESSES:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: _____
COUNTY ADMINISTRATOR

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

COUNTY ATTORNEY

WITNESSES:

DEVELOPER

BY: _____

Print Name: _____

Title: _____