

Return recorded copy to:

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

Document prepared by:

Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

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.

INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT

This is an Agreement, made and entered into by and among: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County," the City of Fort Lauderdale, Florida, a municipal corporation, created and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "City," and Kiewit Water Facilities Florida Co., a Delaware corporation, hereinafter referred to as "Developer" (collectively referred to as the "Parties").

A. City and Developer's Project, known as Prospect Lake Clean Water Center, Urban Planning Division File No. 027-MP-23, hereinafter referred to as the "Project," was approved by the Board of County Commissioners of Broward County ("Board") on November 12, 2024, subject to certain conditions to ensure the protection of the public health and safety.

B. City is the owner of the property on which the Project is proposed, a legal description of the property being attached hereto as Exhibit "A" (the "Property") and made a part hereof.

C. One of the conditions imposed at the time of Board approval of the Project was the securing and construction of certain road improvements.

D. City and Developer have agreed that Developer will install the required road improvements.

E. The Parties desire to enter into this Agreement to provide for the Developer's 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 set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. Installation of Required Improvements.

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

(b) The Improvements must be installed in accordance with applicable County, City, 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, must be submitted to County for review. The construction plans for the Improvements must be approved by County prior to the commencement of construction. Construction shall be subject to inspection and approval by County. Pavement marking and signing must be provided for all of the Improvements and will be subject to review, field inspections, and final approval by the Broward County Traffic Engineering Division, which Improvements must be consistent with the previously approved plans.

(c) City agrees not to issue any certificates of occupancy within the Project prior to completion of the Improvements according to the schedule set forth in Exhibit "B."

(d) City and Developer agrees to notify County of acceptance of Improvements by the permitting authority, if such permitting authority is other than County.

3. City and Developer understand and agree that it is City's and Developer's responsibility to complete the Improvements described and that all costs relating to the installation of the Improvements will be borne by City and Developer.

4. Security and Default.

(a) Cash Bond.

(1) The Improvements are secured by cash, check (cashier's, certified, or registered), or money order issued by FBNO (financial

institution), in the amount of Five Thousand Dollars (\$ 5,000.00) payable to the Broward County Board of County Commissioners.

- (2) Upon completion of the Improvements and acceptance by the applicable unit of local government, Developer shall notify the Broward County Highway Construction and Engineering Division of such completion and acceptance. Upon a determination by the Highway Construction and Engineering Division that the Improvements have been installed, constructed, completed, and accepted, and following the completion of Developer's one (1) year maintenance obligations (if the Improvements are to a road subject to County permit jurisdiction), County will have ninety (90) days to remit Five Thousand Dollars (\$5,000.00) to Developer.

- (b) City and Developer agree not to obtain or issue any certificates of occupancy prior to completion of the applicable Improvements, as set forth in Exhibit "B."

5. City and Developer agree that the construction contract(s) for the Improvements shall:

- (a) Indemnify County, its officers, and employees from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City's or Developer's contractor and persons employed or utilized by City's or Developer'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, City's or Developer'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 will survive the expiration or earlier termination of this Agreement.
- (b) In order to ensure the indemnification obligation contained above, City's or Developer's contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section. Each insurance policy must clearly identify the foregoing indemnification as insured.
- (c) Such policy or policies must be without any deductible amount and must be issued by approved companies authorized to do business in the state of Florida and having agents upon whom service of process may be made in Broward County, Florida. Such general liability policies must specifically protect County and the Broward County Board of County Commissioners by naming County and the Broward County Board of County

Commissioners as certificate holders and additional insureds.

- (d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and One Million Dollars (\$1,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

- (e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles, if applicable.

Hired and non-owned vehicles, if applicable.

Employers- non-ownership if applicable.

Any auto, if applicable.

Scheduled auto, if applicable.

- (f) Workers' Compensation Insurance. 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.

- (g) City or Developer shall furnish to the Broward County Highway Construction and Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this

section prior to beginning performance of work under this Agreement. The required Certificates of Insurance must name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

- (h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of City or Developer is completed. All policies must be endorsed to provide County with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
 - (i) Right to revise or reject. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements prior to the execution of the initial agreement depending upon the scope of work, time of contract renewal, and/or any amendments thereto. This right to review and revise includes, but is not limited to, deductibles, limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage or changes in the scope of the work/specifications affecting the applicability of coverage.
- 6. County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees, to the extent and within the limitations specified in Section 768.28. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.
 - 7. County agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, Chapter 5, Article IX, of the Broward County Code of Ordinances, that City or Developer install or cause to be installed 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 Board. Upon official acceptance of the Improvements by the applicable road construction permitting agency, the local government may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit "B."
 - 8. 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 City:

Director of Public Works
City of Fort Lauderdale
101 NE 3rd Avenue, 21st Floor,
Fort Lauderdale, FL 33301
Email address: _____

For Developer:

Kiewit Water Facilities Florida Co.
5405 Cypress Center Drive, Suite 210
Tampa, Florida 33609
Email address: Matthew.Allen@kiewit.com

9. 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 City or Developer and upon payment of any applicable fees, County shall cause a 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 the Improvement obligation has been satisfied.
10. Recordation. City agrees that this Agreement will 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 will run with the property until fully performed.

11. 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.**
12. Changes to Form Agreement. City and Developer represent and warrant 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. Assignment and Assumption. City and 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 described in Exhibit "A." City and Developer agree that any assignment will contain a provision that clearly states that such assignment is subject to the obligations of this Agreement.
19. 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.
20. 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.
21. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against any Party.

[REMAINDER OF THIS 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__; Developer, signing by and through its _____, duly authorized to execute same; and City, signing by and through its _____, duly authorized to execute same.

County

Attest:

Broward County, through its
Board of County Commissioners

County Administrator, as ex-Mayor
officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____

_____ day of _____, 20__

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

By: _____

Maite Azcoitia
Deputy County Attorney

_____ day of _____, 20__

City

Witnesses:

City of Fort Lauderdale, Florida

Name: _____

By: _____
Dean J. Trantalis, Mayor-Commissioner

Name: _____

____ day of _____, 20____

Attest:

David J. Soloman, City Clerk

By: _____
Rickelle Williams, City Manager
____ day of _____, 20____

Approved as to form and correctness:
D'Wayne . Spence, Interim City Attorney

By: _____
Shaun Amarnani, Assistant City Attorney

Developer

Developer – Corporation/Partnership

Witnesses (if partnership):

(Corporation/Partnership)

[Signature]
(Signature)

Name: Reagan O'Donnell
Address: 1090 SW 46th Ave Apt 201
Pompano Beach, FL 33069

[Signature]
(Signature)

Name: Paul Yee
Address: 6645 NW 175 Ter
Miami, FL 33015

Kiewit Water Facilities Florida Co.

Name of Developer

By [Signature]
(Signature)

Name: MATTHEW ACCEN
Title: VICE PRESIDENT
Address: 5404 CYPRESS CENTER DR
SUITE 210

TAMPA, FL 33609

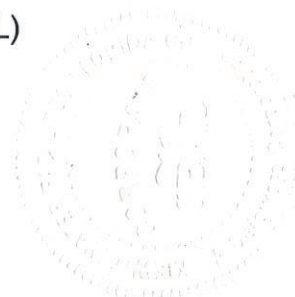
7th day of AUGUST, 2025

Attest (if corporation):

[Signature]
(Secretary Signature)

Name of Secretary: Michael Reed

(CORPORATE SEAL)

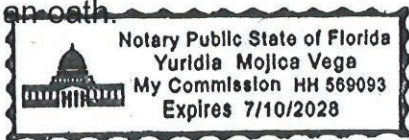


Acknowledgment – Corporation/Partnership

STATE OF Florida)
) SS
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 7th day of August, 2025, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/partnership. He or she is ☒ personally known to me, or ☐ has produced _____ as identification and ☐ has or ☐ has not taken an oath.

(Seal)



My commission expires: 7/10/2028

Yuridia Mojica Vega
NOTARY PUBLIC:

Yuridia Mojica Vega
Print name:

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF TRACTS "B" AND "C", "PALM AIRE VILLAGE 4TH SECTION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 96, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; AND A PORTION OF TRACTS 8 AND 9, BLOCK 96, AND THE RIGHT-OF-WAY ADJACENT THERETO, "PALM BEACH FARMS COMPANY PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "C", "PALM AIRE VILLAGE 4TH SECTION"; THENCE SOUTH 00°51'00" EAST ALONG THE WEST LINE OF SAID TRACT "C" 476.90 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT "C"; THENCE NORTH 89°53'18" EAST ALONG SAID PARALLEL LINE 588.34 FEET TO A POINT ON A LINE 85 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT "B"; THENCE SOUTH 01°44'09" EAST ALONG SAID PARALLEL LINE 328.78 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT "B"; THENCE SOUTH 89°54'28" EAST ALONG SAID PARALLEL LINE 1234.47 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7; THENCE SOUTH 01°48'11" EAST ALONG SAID NORTHERLY EXTENSION AND SAID EAST LINE 716.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7; THENCE NORTH 89°30'01" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7 FOR 660.34 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7; THENCE NORTH 01°46'11" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7 FOR 401.54 FEET TO A POINT ON A LINE 260 FEET SOUTH OF AND PARALLEL TO SAID SOUTH LINE OF TRACT "B"; THENCE NORTH 89°54'28" WEST ALONG SAID PARALLEL LINE 1013.12 FEET TO A POINT ON A LINE 182.50 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID "PALM BEACH FARMS COMPANY PLAT NO. 3"; THENCE SOUTH 00°51'00" EAST ALONG SAID PARALLEL LINE 394.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 7; THENCE NORTH 89°30'01" WEST ALONG SAID SOUTH LINE 160.04 FEET TO A POINT ON A LINE 22.50 FEET EAST OF AND PARALLEL TO SAID EAST LINE OF "PALM BEACH FARMS COMPANY PLAT NO. 3"; THENCE SOUTH 00°51'00" EAST ALONG SAID PARALLEL LINE 626.63 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST PROSPECT ROAD; THENCE NORTH 89°06'44" WEST ALONG SAID RIGHT-OF-WAY LINE 70.03 FEET TO A POINT ON A LINE 47.50 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF "PALM BEACH FARMS COMPANY PLAT NO. 3"; THENCE NORTH 00°51'00" WEST ALONG SAID PARALLEL LINE 2131.15 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT "C"; THENCE NORTH 89°16'32" EAST ALONG SAID LINE 70.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 28.459 ACRES, MORE OR LESS.

EXHIBIT "B"

LIST OF IMPROVEMENTS AND SCHEDULE

Improvement

Completion Date

Road Improvement	Completion Date
<p><u>STAFF RECOMMENDATION # 4</u></p> <p>The removal of all existing driveways in locations not consistent with approved openings in the non-vehicular access line and the construction of curb, gutter, and sidewalk in these openings when necessary to complete the required improvement.</p>	<p>Prior to issuance of Certificate of Occupancy</p>
<p><u>STAFF RECOMMENDATION # 5</u></p> <p>Construction of the required improvements shall include installation of signs and thermoplastic pavement markings. Pavement markings and signs shall be designed, fabricated, and installed in accordance with Traffic Engineering Division standards.</p>	<p>Prior to issuance of Certificate of Occupancy</p>