

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS SUBDIVISION IMPROVEMENT AGREEMENT
WITH MR. TERRY DICKERSON, OWNER OF THE PLATTED SUBDIVISION OF MONTGOMERY ACRES,
PHASE TWO**

THIS AGREEMENT made and entered in this 11th day of April 2023, between the **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 7375 Powel Road, Wildwood, FL 34785, hereinafter referred to as "COUNTY" and Mr. Terry Dickerson, whose address is 1914 N. C-470, Lake Panasoffkee, FL 33538, hereinafter referred to as "DEVELOPER".

WITNESSETH:

WHEREAS, DEVELOPER made application to the COUNTY to proceed with the sale of the lots and building permitting for the sold lots contained in the recorded Montgomery Acres, Phase Two platted subdivision in Plat Book 19 Page 37 attached hereto as **Exhibit A**, and

WHEREAS, DEVELOPER commits to the completion of the non-county maintained road including the final pavement within 270 days of the full execution of this Agreement at an estimated cost of ten thousand dollars (\$10,000), and

WHEREAS, DEVELOPER agrees and consents to COUNTY recording this Agreement as a lien on Lots 37, 38, and 39 noted in Exhibit A as surety for the completion of the road, and

WHEREAS, it is mutually agreed and understood by the parties to this Agreement that this Agreement is entered into for the purpose of protecting the COUNTY in the event DEVELOPER fails to complete the construction of required subdivision improvements, and

WHEREAS, the failure of DEVELOPER to comply with the terms and conditions of this Agreement may cause COUNTY to take whatever action may be deemed appropriate to assure the fulfillment if this Agreement including foreclosure on Lots 37, 38, and 39 of Exhibit A, and

WHEREAS, the construction of improvements on said lands has not progressed to completion and the DEVELOPER seeks to assure its obligations for the construction of subdivision improvements under this Agreement by arranging and agreeing to have this form of performance guarantee to assure construction of the road,

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the parties do hereby promise, agree, and covenant as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement *in haec verba*.
2. The DEVELOPER hereby accepts the obligation to construct and shall construct as provided in the subdivision improvement plans, all roads, pavements and other improvements, including all catch basins and drainage facilities, monuments, street signs and other improvements of any nature, hereinafter Improvements and in all respects complete the subdivision improvements in accordance with the subdivision improvement plans. All required subdivision improvements shall be certified by

a current Florida registered Professional Engineer (hereinafter referred to as ENGINEER) as constructed according to the engineered plans for the road and stormwater infrastructure.

3. The DEVELOPER agrees the road is not and shall not be a COUNTY road.
4. The DEVELOPER agrees that should DEVELOPER fail to satisfactorily complete all subdivision improvements noted herein, DEVELOPER shall deed lots 37, 38, and 39 to COUNTY or reimburse COUNTY for all attorney fees in the pursuit by COUNTY to foreclose on this AGREEMENT as a lien on the same lots.
5. Upon certification by ENGINEER of the completion of construction of all Improvements, COUNTY will record a satisfaction of completion and release of this Agreement.
6. The COUNTY reserves the right to cancel or terminate this agreement, with or without cause, upon thirty (30) days written notice of termination to the DEVELOPER. The COUNTY reserves the right to cancel or terminate this agreement upon five (5) days written notice in the event the DEVELOPER will be placed in either voluntary or involuntary bankruptcy or an assignment in made for the benefit of creditors.
7. DEVELOPER hereby releases the COUNTY and its agents and employees from any claims and damages, now existing or hereafter occurring or related in any way to this agreement. DEVELOPER agrees that the COUNTY shall incur no liability for subdivision improvements by executing this Agreement.
8. DEVELOPER does hereby agree to indemnify and hold the COUNTY harmless from and against any and all claims, damages, losses, expenses (including but not limited to attorney's fees), causes of action, judgments, liabilities arising out of or resulting from, in any fashion, the executions of this Agreement by the COUNTY. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.
9. In the event of any litigation arising out of this Agreement, the COUNTY shall be entitled to recover all reasonable costs incurred including attorney's fees, specifically including any appellate of bankruptcy proceeding related thereto.
10. The undersigned representative of the DEVELOPER hereby represents to the COUNTY that he is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.
11. This Agreement may be amended by mutual written agreements of the parties and only by such written agreement. There are no understanding of agreements by the parties except as herein expressly stated.
12. **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**DEVELOPER’S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of
County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via
email at records@sumtercountyfl.gov**

IN WITNESS WHEREOF that parties have hereunto set their hands and seal and executed this Agreement
this 11th day of April, 2023.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

Mellissa Elliott, Deputy Clerk

Craig A. Estep, Chairman

DEVELOPER

Mr. Terry Dickerson

STATE OF FLORIDA

COUNTY OF SUMTER

Before me this ____ day of _____, 20__ Personally appeared
_____ as DEVELOPER who is personally known to me or has produced
_____(type of identification) as identification and who executed the
foregoing instrument, and who acknowledge that he/she did so as DEVELOPER.

Print Name: _____

Notary Public: _____

Commission Number: _____

Commission Expires: _____