

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS entered into this ____ day of _____, 2017 between **Taylor Morrison Esplanade Naples, LLC** hereinafter referred to as "Developer", and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

RECITALS:

- A. Developer has, simultaneously with the delivery of this Agreement, applied for the approval by the Board of certain plat of a subdivision to be known as: **Esplanade Golf and Country Club of Naples – PPL #4.**
- B. Chapters 4 and 10 of the Collier County Land Development Code requires the Developer to post appropriate guarantees for the construction of the improvements required by said subdivision regulations, said guarantees to be incorporated in a bonded agreement for the construction of the required improvements.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

- 1. Developer will cause to be constructed: roadway, drainage, water and sewer improvements within **12** months from the date of approval of said subdivision plat, said improvements hereinafter referred to as the required improvements.
- 2. Developer herewith tenders its subdivision performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$ **867,706.79** - which amount represents 10% of the total contract cost to complete the construction plus 100% of the estimated cost to complete the required improvements at the date of this Agreement.
- 3. In the event of default by the Developer or failure of the Developer to complete such improvements within the time required by the Land Development Code, Collier County may call upon the subdivision performance security to insure satisfactory completion of the required improvements.
- 4. The required improvements shall not be considered complete until such a statement of substantial completion by Developer's engineer along with the final project records have been furnished to be reviewed and approved by the County Manager or his designee for compliance with the Collier County Land Development Code.
- 5. The County Manager or his designee shall, within sixty (60) days of receipt of the statement

of substantial completion, either: a) notify the Developer in writing of his preliminary approval of the improvements; or b) notify the Developer in writing of his refusal to approve improvements, therewith specifying those conditions which the Developer must fulfill in order to obtain the County Manager's approval of the improvements. However, in no event shall the County Manager or his designee refuse preliminary approval of the improvements if they are in fact constructed and submitted for approval in accordance with the requirements of this Agreement.

6. The Developer shall maintain all required Improvements for a minimum period of one year after preliminary approval by the County Manager or his designee. After the one year maintenance period by the Developer has terminated, the developer shall petition the County Manager or his designee to inspect the required improvements. The County Manager or his designee shall inspect the improvements and, if found to be still in compliance with the Land Development Code as reflected by final approval by the Board, the Board shall release the remaining 10% of the subdivision performance security. The Developer's responsibility for maintenance of the required Improvements shall continue unless or until the Board accepts maintenance responsibility for and by the County.
7. Six (6) months after the execution of this Agreement and once within every six (6) months thereafter the Developer may request the County Manager or his designee to reduce the dollar amount of the subdivision performance security on the basis of work complete. Each request for a reduction in the dollar amount of the subdivision performance security shall be accompanied by a statement of substantial completion by the Developer's engineer together with the project records necessary for review by the County Manager or his designee. The County Manager or his designee may grant the request for a reduction in the amount of the subdivision performance security for the improvements completed as of the date of the request.
8. In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or his designee may call upon the subdivision performance security to secure satisfactory completion, repair and maintenance of the required improvements. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt of acceptance of bids, the improvements required herein. The Developer, as principal under the subdivision performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of the Developer to fulfill all of the provisions of this Agreement.
9. All of the terms, covenants and conditions herein contained are and shall be binding upon the Developer and the respective successors and assigns of the Developer.

IN WITNESS WHEREOF, the Board and the Developer have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2017.

SIGNED IN THE PRESENCE OF

(Name of Entity)

Taylor Morrison Esplanade Naples, LLC

By: 

By: 

Printed Name: David Truxford

Printed Name/Title: **Andrew Miller, Authorized Agent**

By: 

(Provide Proper Evidence of Authority)

Printed Name: KIMBERLY BAILEY

ATTEST: _____

DWIGHT E. BROCK, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA**

BY: _____
Deputy Clerk

By: _____
Donna Fiala, Chairman

Approved as to form and legality:

Scott A. Stone
Assistant County Attorney