

FORM 11.A.9-11A
(Art. 11.B.2.A.5)

**ACKNOWLEDGMENT OF RESPONSIBILITY FOR
CONSTRUCTION OF REQUIRED IMPROVEMENTS**

**PURSUANT TO LAND DEVELOPMENT PERMIT NO. _____,
hereinafter referred to as PERMIT,**

_____, a corporation of the
State of _____,

-OR-

_____, an individual, hereinafter
referred to as DEVELOPER, hereby acknowledges and consents to the following:

1. The Subdivision, Platting, and Required Improvements Regulations, Article 11, Unified Land Development Code of Palm Beach County, Florida, hereinafter the REGULATIONS, require that a final plat of a subdivision within the unincorporated areas of Palm Beach County shall not be recorded until the DEVELOPER has completed construction of all required improvements to the satisfaction of the COUNTY, or has guaranteed to the satisfaction of the COUNTY that such improvements will be installed.
2. The DEVELOPER has requested the recording of a certain plat of a subdivision in Palm Beach County, to be known as (plat name as identified on letter of Technical Compliance), prior to completion of the required improvements.
3. The required improvements to said subdivision are to be installed pursuant to the PERMIT.
4. Prior to expiration of the PERMIT and any approved extensions thereto, the DEVELOPER shall complete the required improvements to the above-noted subdivision according to the construction plans approved by and on file in the Office of the County Engineer, specifically identified on the face of the PERMIT.
5. The DEVELOPER, in accordance with the requirements established by the REGULATIONS, tenders to the COUNTY a guaranty specifically identified as:

A Letter of Credit, Number _____, dated _____ with
_____ as Surety, and having an initial expiration date of
_____.

-OR-

A Performance Bond, dated _____, with _____
as Surety and _____ as Principal,

-OR-

A Cash Bond, dated _____, with _____
as Principal.

-OR-

An Escrow Agreement dated _____, with _____
as Surety and _____ as Principal,

in the initial amount of _____ DOLLARS
(\$ _____), hereinafter referred to as GUARANTY.

- a. The initial amount of the GUARANTY may be reduced during the term of construction pursuant to the PERMIT by written consent of the County Engineer in accordance with the provisions of the REGULATIONS.
 - b. DEVELOPER shall replace or confirm the GUARANTY and/or Surety if so required in accordance with applicable ordinances or policies adopted by the COUNTY.
6. If the GUARANTY identified in Paragraph 5, above is in the form of a Letter of Credit, the PERMIT shall expire three (3) months prior to the initial expiration date of said Letter of Credit or twenty-one (21) months from the date of PERMIT issuance, whichever shall be the earlier date. PERMIT extensions, when approved, shall be granted for a period ending no later than three (3) months prior to the extended expiration date of said Letter of Credit as established by a valid amendment thereto.
 7. In the event the DEVELOPER shall fail or neglect to complete the required improvements as required by the REGULATIONS within the time allowed by the PERMIT, the DEVELOPER and the Surety shall be jointly and severally liable to pay for the cost of construction and installation of the required improvements to the final total cost, including but not limited to engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the COUNTY may sustain as a result of the failure of the DEVELOPER to carry out and execute all the provisions of the PERMIT and the provisions of the REGULATIONS.
 8. The COUNTY, at its option, shall have the right to construct and install or, pursuant

to public advertisement and receipt of bids, cause to be constructed and installed the required improvements in case the DEVELOPER fails or refuses to do so in accordance with the provisions of the PERMIT and the REGULATIONS. The DEVELOPER, and the Surety shall be jointly and severally liable hereunder to reimburse the COUNTY the total cost thereof.

- 9. This Acknowledgment shall be attached to and become part of the PERMIT and any subsequent extensions or modifications thereto.

(CORPORATE)

[A Florida corporation] [a (state) corporation,
licensed to do business in Florida] - Developer

BY: (signature of President or Vice President)
(typed name) – (title)

ATTEST:

(signature of other corporate officer)
(typed name) – (title)

DATE: _____

(Corporate Seal) (if available)

-OR-

(INDIVIDUAL)

WITNESS: (signature)
(printed name)

BY: _____
(typed name) - DEVELOPER

WITNESS: (signature)
(printed)

DATE: _____

Developer's
Address: _____

Revised: 12/05/95, 01/11/05, 07/07/2011