

**AMENDMENT TO CONTRACT FOR
CONSTRUCTION OF REQUIRED IMPROVEMENTS NO.**

THIS AMENDMENT TO CONTRACT NO. _____, by and between:

_____, a corporation of
the State of _____,

-OR-

_____, an individual,
hereinafter referred to as DEVELOPER

and

PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, the Subdivision, Platting, and Required Improvements Regulations, Article 11, Land Development Code of Palm Beach County, Florida, hereinafter the "Regulations", establishes procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof; requiring the installation of certain improvements and providing penalties for violations, among other things; and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Palm Beach County shall not be recorded until the developer has installed the Required Improvements or has guaranteed to the satisfaction of the COUNTY such improvements will be installed; and

WHEREAS, on _____, the COUNTY adopted Resolution No. _____ approving Contract for Construction of Required Improvements No. _____ between the COUNTY and DEVELOPER and relating to and accepted (current Guaranty as identified on Contract), as Guaranty, to guarantee the completion of the required improvements for subdivision known as (plat name); and

WHEREAS, pursuant to Resolution No. _____, [a Land Development Permit was issued and] the plat of (plat name) was subsequently recorded in Plat Book _____, Page No. _____; and

WHEREAS, the DEVELOPER is desirous of substituting the existing Guaranty, as referenced in Paragraph No. 2 of Contract No. _____;

NOW, THEREFORE, in consideration of the foregoing recitals, Contract for Construction of Required Improvements No. _____, entered into by the parties on _____, is hereby amended as follows:

1. Paragraph No. 2 of Contract No. _____ is hereby amended to identify the Guaranty as [Letter of Credit Number _____, dated _____ with _____ as Surety] [a Performance Bond, dated _____, with _____ as Surety and _____ as Principal] [a Cash Bond, dated _____, with _____ as Principal] [an Escrow Agreement dated _____, with _____ as Surety and _____ as Principal], in the amount of _____ DOLLARS (\$_____).

2. All the rest and remainder of Contract No. _____ shall be and remain in full force and effect, as amended herein.

3. DEVELOPER understands and agrees that it has entered into this contract as an independent contractor in its own right, and for its own benefit and not as an agent or employee of the COUNTY; and further, DEVELOPER undertakes and assumes all potential liabilities resulting from the negligent or wrongful acts of its officers, employees or agents or for any cause whatsoever in connection with the performance of this agreement and does expressly agree to indemnify and hold harmless the COUNTY from any and all liability associated therewith.

This contract shall become effective upon the date of execution by the Chairman or Vice Chairman of the Board of County Commissioners.

(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) DATE: _____
(typed name) - (title)

(Corporate Seal) (if available)

