

PARCEL I.D.: _____

ROAD NAME: _____

**UNPAVED ROAD AGREEMENT
FOR CONSTRUCTION OF ROAD**

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as the "County", and _____, hereinafter referred to as the "Landowner":

WITNESSETH:

WHEREAS, the Brevard County Code generally provides that no building permit shall be issued on any parcel of land which does not abut a street dedicated, accepted and maintained by the Board of County Commissioners of Brevard County, Florida; and

WHEREAS, the Code allows certain exceptions to that rule under specific conditions; and

WHEREAS, the Landowner has requested that the County assent to the use of an unpaved road right-of-way as described in Exhibit "A" for the sole purpose of obtaining the issuance of one building permit for the parcel described at Exhibit "B" under the provisions of the Brevard County Code; and

WHEREAS, the existing public road right-of-way does not comply with the existing Brevard County regulations governing the specification for road construction; and

WHEREAS, the County is unwilling to assume any liability to improve any public road right-of-way not conforming to said road specifications; and

WHEREAS, the Landowner has agreed to construct a road in the right-of-way to County requirements and pay the County's fixed amount to defray the cost of road maintenance; and

WHEREAS, the Landowner has agreed that in the event any municipal services benefit unit assessment (MSBU) or similar assessment is imposed to maintain said public road right-of-way, the Landowner or future parties holding interest to the aforesaid real property will participate in the MSBU and be subject to said assessment under the conditions described below.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter contained, it is mutually agreed between the parties as follows:

1. _____ hereby acknowledges and represents that he/she/they is/are the sole owner of real property as described in Exhibit "B", attached hereto and made a part here of by this reference.

2. It is mutually agreed between the parties that the assent by the County to the use of public road right-of-way described in Exhibit "A" is expressly conditioned upon the fact that said assent places no liability, duty or responsibility upon the County to improve, grade or construct said road right-of-way until an MSBU is established. Landowner agrees to construct the roadway within one-year of the date of this agreement in accordance with Brevard County road construction requirements.

3. Until acceptance of the roadway by the County, the Landowner shall not hold the County liable for the failure or inability to provide emergency vehicles or services across this non-maintained public road right-of-way. Upon completion of construction of the roadway to County specifications, the County hereby agrees to recognize the subject road right-of-way at Exhibit "A" for issuance of a building permit on the property described at Exhibit "B". The Landowner hereby agrees to pay to maintain said road right-of-way according to minimum standards established by the County for maintenance of unpaved roads in the amount of \$500.00. This figure may be adjusted upon adoption of a resolution by the Board of County Commissioners modifying the fee to be assessed upon proof by the County that additional expenses over and above this amount are incurred to maintain the roadway.

NAME: _____

PARCEL ID: _____

ROAD NAME: _____

4. As further consideration, the Landowner hereby agrees that the property described at Exhibit "B" shall be considered only for the issuance of one building permit to be used under the appropriate land use classifications and regulations. Development of building lots adjacent to the roadway which are prone to flooding due to localized soil conditions or hydrology shall not negatively impact adjacent properties or receiving surface water body quality. The Landowner shall participate in any MSBU established once more than fifty percent (50%) of the lots on the affected road segment described in Exhibit "A" have received building permits. In the event the roadway described at Exhibit "A" intersects with a County-maintained dirt road within one-quarter mile of the property described at Exhibit "B", and where all buildable lots abutting the roadway to be paved are two and one-half (2-1/2) acres or larger, Landowner shall not be required to participate in the MSBU for the paving of the street.

5. The right to construct the roadway is not assignable and the authorization to construct the road shall terminate within one (1) year after this agreement is executed. In the event the road is constructed and building permit is issued, the obligation to pay for maintenance of the roadway and all other terms of this Agreement shall run with the land. This agreement shall be duly recorded in the Public Records of Brevard County, Florida.

6. In the performance of this Agreement, the Principal shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the Principal for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

7. No reports, data, programs or other materials produced in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by Principal in the United States or any other country.

IN WITNESS WHEREOF, the County and the Landowner have signed and sealed this Agreement the day and year first above written.

ATTEST:

Scott Ellis, Clerk

, Chairman
Brevard County Board of County Commissioners

As approved by the Board on: _____

**Pre-approved Form reviewed for
Legal form and content: February, 2004.**

LANDOWNER:

Witness

Witness

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an office duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of _____, 20 _____.

NOTARY PUBLIC

COMMISSION EXPIRATION DATE: _____