

Plan Name _____ Site Address: _____

Plan No. _____ Agreement for Frontage on: _____

SIDEWALK ASSESSMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20__ by and between _____, hereinafter referred to as "OWNER", and the Board of County Commissioners of Brevard County, hereinafter referred to as "COUNTY".

WITNESSETH :

The attached described real property and the improvements thereon situated in Brevard County, Florida and legally described as follows to wit: (attach legal description)

SEE EXHIBIT "A"

WHEREAS, the OWNER has agreed to participate in the construction of sidewalks to the extent of their pro-rata share and also waived any right to object to a future assessment for the said sidewalks, and

WHEREAS, sidewalk construction is required by the County Comprehensive Plan but is not practical at this time, and

WHEREAS, the parties hereto are desirous of placing their agreement in writing.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof which is hereby acknowledged, the OWNER agrees as follows:

- 1) OWNER shall pay his pro-rata share for sidewalk improvements, according to Chapter 98 of the Code Ordinances.
- 2) The OWNER hereby agrees that if the COUNTY elects under the provisions of Chapter 170 of the Florida Statutes or Chapter 98, Code of Ordinances of Brevard County, FL, to initiate a program of special assessments against all the private property adjacent to the property described in Exhibit "A", the OWNER will consent to the application of the special assessment procedures in accordance with the provisions of Chapter 170, Florida Statutes, or Chapter 98 Code of Ordinances of Brevard County, Florida, to their property.
- 3) The OWNER however, reserves the right to apply to the Equalization Board under the provisions of Section 170.08, Florida Statutes, to request any adjustment and equalization of any assessment which would be applied against their property. The procedures of Chapter 98, Code of Ordinances of Brevard County, Florida, if applicable, may also be used by OWNER to request a modification of the amount of the assessment.

- 4) This Agreement and its covenants terms and conditions shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall run with the Premises.
- 5) In the performance of this Agreement, the OWNER shall keep books, records, and account 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 OWNER 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.
- 6) 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 OWNER in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Signature of Witness

Planning & Development Department, Director

Approved on: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

My Commission Expires:

Signature of Notary Public

Name Typed/Printed of Notary Public

Signed, Sealed and Delivered
in presence of:

Signature of Witness

Owner Signature

Signature of Witness

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

My Commission Expires:

Signature of Notary Public

Name Typed/Printed of Notary Public

EXHIBIT "A"

Township _____ South, Range _____ East, Section _____

Further described as follows: