

***UNPAVED ROAD AGREEMENT
FOR
ISSUANCE OF A BUILDING PERMIT
ON A CONSTRUCTED ROAD***



***BREVARD COUNTY
LAND DEVELOPMENT***

*2725 Judge Fran Jamieson Way, A-119
Viera, FL 32940*

(321)633-2065

January 24, 2007

Total of 6 Pages

PARCELID: _____

ROAD NAME: _____

**UNPAVED ROAD AGREEMENT
FOR ISSUANCE OF A BUILDING PERMIT
ON A CONSTRUCTED 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 dedicated street, 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, a road has previously been constructed in the existing public road right-of-way to comply with the existing Brevard County regulations governing the specifications for road construction; and

WHEREAS, the County is unwilling to assume any liability to improve the public road right-of-way at Exhibit "A" and

WHEREAS, this Landowner agrees to pay the County a 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 follow:

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 hereof by this reference.

2. It is mutually agreed between the parties that the assent by the County to the use of the 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.

3. The Landowner hereby agrees to pay a one time fee 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 acres or larger, Landowner shall not be required to participate in the MSBU for the paving of the street.

5. In the event the 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 Owner 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 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.

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 Owner 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.

Signature of Witness

Edward J. Lyon, Jr., P.E., Director
Permitting and Enforcement Department

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

Signed, Sealed and Delivered
in presence of:

Name Typed/Printed of Notary Public

Signed, sealed and delivered in the presence of:

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

(SEAL)

COMMISSION EXPIRATION DATE:

BRIEF EXPLANATION OF A MUNICIPAL SERVICE BENEFIT UNIT (MSBU)
(See Chapter 98, Article II, Division 2, Code of Brevard County for full details)

A Municipal Service Benefit Unit (MSBU), as it pertains to the Unpaved Road Agreement, is established for the paving of a dirt road, once **more than** 50% of the lots on the affected road segment have received building permits.

An MSBU is created for the purpose of providing funding for the improvement. Only the property owners that will receive the benefit of the improvement shall participate. A lien is placed on the property until such time that the assessment is paid in full.

Payment of the MSBU special assessment charge can be paid in full, without incurring any interest, for a short period of time (about one month), following adoption of the Final Assessment Roll by the Board. Thereafter payment of the MSBU special assessment charge shall be made on a yearly basis for a term set forth by the Board (usually ten (10) years). Interest will be charged on the amount of the unpaid assessment. If property owners allow the special assessment annual installment to become delinquent their account will be subject to additional interest charges as approved by the Board plus Attorney fees, filing fees, litigation costs and foreclosure costs. All MSBU special assessment lien accounts will be billed by the Tax Collector's Office.

- Yes, I would like a copy of **Chapter 98, Article II, Division 2, Code of Brevard County.**
- No, I would not like a copy of **Chapter 98, Article II, Division 2, Code of Brevard County.**

**I, _____ HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED
AND UNDERSTAND THE ABOVE INFORMATION.**