

RESOLUTION NO. 2019- 041

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, GUARANTEEING THE TOWN'S PERFORMANCE OF CONSTRUCTION OF THE REQUIRED IMPROVEMENTS, AS SET FORTH IN THE ATTACHED INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT WITH BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Corrections Corporation of America's [n/k/a CoreCivic, Inc. ("CoreCivic")] Project, known as correctional facility/detention center in the Town of Southwest Ranches, Planning and Development Management Division File No.069-MP-93, hereinafter referred to as the "Project," a legal description of the property on which the Project was proposed is attached hereto as Exhibit "A" (the "Property") and made a part hereof, was approved by the Board of County Commissioners of Broward County ("Board") on December 13, 2005, subject to certain conditions to ensure the protection of the public health and safety; and

WHEREAS, one of the conditions imposed at the time of Board approval was the construction of certain road improvements (the "Required Improvements"), and on June 23, 2006, CCA Properties of America, LLC, which owned the Property at the time, entered into a Security/Lien Agreement Installation of Required Improvements (the "Improvements Agreement"), which Improvements Agreement was recorded in the Public Records of Broward County at Official Records Book 42278, Page 1365; and

WHEREAS, in connection with its obligations under the Improvements Agreement, CoreCivic provided Broward County with an irrevocable letter of credit in the amount of \$321,717.00 to guarantee performance of the construction obligations for the Required Improvements (the "Letter of Credit"); and

WHEREAS, on April 5, 2016, the Town purchased the Property from CoreCivic, and obtained all existing rights to the Project; and

WHEREAS, since the Property and the rights to the Project have been transferred to the Town, the requirement to construct the Required Improvements has similarly transferred; and

WHEREAS, the Town desires to enter into an Installation of Required Improvements Agreement with Broward County, which will allow the release of CoreCivic from its obligations under the Improvements Agreement and Letter of Credit.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council of the Town of Southwest Ranches hereby guarantees that the Town will cause the performance of the obligation to construct the Required Improvements, which was previously estimated to cost Three Hundred Twenty-one Thousand Seven Hundred Seventeen Dollars (\$321,717.00), as set forth in the Installation of Required Improvements Agreement attached hereto as Exhibit "B" (the "Installation Agreement").

Section 3. The Town Council hereby approves the Installation Agreement, and authorizes the appropriate Town officials to execute the Installation Agreement on the Town's behalf.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 27th day of June, 2019, on a motion by

C/m Hartmann and seconded by C/m Schroeder.

McKay
Jablonski
Fisikelli
Hartmann
Schroeder

Yes
Yes
Yes
Yes
Yes

Ayes
Nays
Absent

5
0
0

Doug McKay, Mayor

ATTEST:

Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

Return recorded copy to:

Broward County Highway Construction &
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS, AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT THAT RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT

This is an Agreement, made and entered into by and between: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County,"

and

The Town of Southwest Ranches, a municipal corporation, created and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "Town" (collectively referred to as the "Parties").

A. Corrections Corporation of America's [n/k/a CoreCivic, Inc. ("CoreCivic")] Project, known as correctional facility/detention center in the Town of Southwest Ranches, Planning and Development Management Division File No.069-MP-93, hereinafter referred to as the "Project," a legal description of the property on which the Project was proposed is attached hereto as Exhibit "A" (the "Property") and made a part hereof, was approved by the Board of County Commissioners of Broward County ("Board") on December 13, 2005, subject to certain conditions to ensure the protection of the public health and safety.

B. One of the conditions imposed at the time of Board approval was the construction of certain road improvements and on June 23, 2006, CCA Properties of America, LLC, which owned the Property at the time, entered into a Security/Lien Agreement Installation of Require Improvements (the "Improvements Agreement"), said Improvements Agreement being recorded in the Public Records of Broward County at Official Records Book 42278, Page 1365.

C. On April 5, 2016, the Town purchased the Property from CoreCivic, and obtained all existing rights to the Project.

D. The Parties desire to enter into this Agreement to provide for the Town's construction, funding, and security for the required improvements as described in Exhibit "B" to the Improvements Agreement and thereby allow for the release of the Improvements Agreement and related security.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and payments set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

2. Installation of Required Improvements.

(a) Town agrees to and shall construct the improvements described in Exhibit "B" to the Improvements Agreement, hereinafter referred to as the "Improvements." Said Improvements will be constructed in accordance with the schedule set out in Exhibit "B" to the Improvements Agreement, hereinafter referred to as the "Schedule."

(b) The Improvements must be installed in accordance with applicable County, Town, or State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, must be submitted to County for review. The construction plans for the Improvements must be approved by County prior to the commencement of construction. Construction shall be subject to inspection and approval by County. Pavement marking and signing must be provided for all of the Improvements and will be subject to review, field inspections; and final approval by the Broward County Traffic Engineering Division, which Improvements must be consistent with the previously approved plans.

(c) Town agrees not to issue any certificates of occupancy within the Project prior to completion of the Improvements according to the Schedule.

(d) Town agrees to notify County of acceptance of Improvements by the permitting authority, if such permitting authority is other than County.

3. Town understands and agrees that it is Town's responsibility to complete the Improvements described and that all costs relating to the installation of the Improvements will be borne by Town.

4. Security and Default.

(a) Town is a governmental agency and is not required to provide County with

security such as a surety bond or irrevocable letter of credit guaranteeing Town's performance of the construction obligations set forth in this Agreement. However, in the event that Town conveys, assigns, leases, or otherwise grants any interest in the Project to another party prior to completion of the Improvements, then Town shall require such party to enter into an agreement and deliver security, such as a cash bond or an irrevocable letter of credit in a form acceptable to County, guaranteeing performance of the construction obligations, or any part thereof, as set forth in this Agreement.

- (c) Town agrees not to obtain or issue any certificates of occupancy prior to completion of the applicable Improvements.
- (d) In the event that Town's Resolution securing the Improvements is repealed or is disaffirmed, County will send notice to Town according to the notice provisions of this Agreement and Town will have one (1) month from the date of such notice to provide substitute security in a form acceptable to County. If Town fails to provide acceptable substitute security, County may, at its option, declare a default under this Agreement.

5. Town agrees that the construction contract(s) for the Improvements shall:

- (a) Indemnify County, its officers, and employees from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Town's contractor and persons employed or utilized by Town's contractor in the performance of this Agreement. In the event that any action or proceeding is brought against County by reason of any such claim or demand, Town's contractor shall, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County. The provisions of this section will survive the expiration or earlier termination of this Agreement.
- (b) In order to insure the indemnification obligation contained above, Town's contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section. Each insurance policy must clearly identify the foregoing indemnification as insured.
- (c) Such policy or policies must be without any deductible amount and must be issued by approved companies authorized to do business in the state of Florida and having agents upon whom service of process may be made in Broward County, Florida. Such general liability policies must specifically protect County and the Broward County Board of County

Commissioners by naming County and the Broward County Board of County Commissioners as certificate holders and additional insureds.

- (d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and One Million Dollars (\$1,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

- (e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles, if applicable.

Hired and non-owned vehicles, if applicable.

Employers= non-ownership if applicable.

Any auto, if applicable.

Scheduled auto, if applicable.

- (f) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the state of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

- (g) Town shall furnish to the Broward County Highway Construction and Engineering Division Certificates of Insurance or endorsements

evidencing the insurance coverages specified by this section prior to beginning performance of work under this Agreement. The required Certificates of Insurance must name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

- (h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Town is completed. All policies must be endorsed to provide County with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
 - (i) In the event that Town elects to enter into an agreement with a subcontractor(s) to perform work/activities for the Project referenced herein, Town agrees to include in its contract with the successful subcontractor(s) the requirements set forth above in favor of County. Prior to the commencement of any work/activities, Town further agrees to provide County with Certificates of Insurance evidencing subcontractor's(s') compliance with the requirements of this section.
 - (j) Right to revise or reject. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements prior to the execution of the initial agreement depending upon the scope of work, time of contract renewal, and/or any amendments thereto. This right to review and revise includes, but is not limited to, deductibles, limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage or changes in the scope of the work/specifications affecting the applicability of coverage.
6. County agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, Chapter 5, Article IX, of the Broward County Code of Ordinances, that Town install all required Improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required Improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the Board. Upon official acceptance of the Improvements by the applicable road construction permitting agency, the local government may issue certificates of occupancy for parcels or portions of the Project according to the Schedule.
7. Notice. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via e-mail to the address listed below and will be effective upon mailing. The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Director, Broward County Highway Construction and
Engineering Division
1 North University Drive, Suite 300B
Plantation, Florida 33324
Email address: _____

For Town:

Andrew D. Berns, Town Administrator

13400 Griffin Road

Southwest Ranches, Florida 33330

Email address: aberns@southwestranches.org

8. Release. When all of the obligations attributable to a specific phase of the Schedule, or all of the obligations under this Agreement are fully paid and performed, at the request of Town and upon payment of any applicable fees, County shall cause a release to be recorded in the Public Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, County may grant a partial release of this Agreement for a specific parcel or portion of the Project for which the Improvement obligation has been satisfied.
9. Recordation. Town agrees that this Agreement will be recorded in the Public Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors, and assigns of any interest in such property on notice of the obligations set forth herein, which will run with the property until fully performed.
10. Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS**

AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

11. Changes to Form Agreement. Town represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office.
12. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
13. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
14. No Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver will only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.
15. Exhibits; Priority of Provisions. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto will control all printed provisions in conflict therewith. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail and be given effect.
16. Further Assurances. The Parties hereby agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as reasonably requested of them in order to carry out this Agreement.

17. Assignment and Assumption. Town may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." Town agrees that any assignment will contain a provision that clearly states that such assignment is subject to the obligations of this Agreement.
18. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
19. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
20. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against either Party.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and Town, signing by and through its _____, duly authorized to execute same.

County

Attest:

Broward County, through its
Board of County Commissioners

County Administrator, as ex
officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers, Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Maite Azcoitia
Broward County Attorney

____ day of _____, 20__

Town

Witnesses:

Sanielle Caban
Yanis Hain

Attest:

Samuel Williams
Town Clerk

Town of Southwest Ranches

By [Signature]
Mayor-Commissioner

27th day of June, 20 19

By [Signature]
Town Manager

27th day of June, 20 19

Approved as to form:

By [Signature]
Town Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 60, 61, 62, AND THE Vacated Right-Of-Way of Sylvan Pass, according to the
REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK, as
recorded in Plat Book 157, Page 39, of the Public Records of Broward County,
Florida.

EXHIBIT "B"
List of Improvements
Page 1 of 1

Improvement Description	Completion Date
Two (2) lanes on Southwest 202 Avenue from the site south to Sheridan Street	Prior to issuance of Certificates of Occupancy within the Project.
Pavement based on a 100 foot diameter on the cul de sac at the northern terminus of Southwest 202 Avenue.	Prior to issuance of Certificates of Occupancy within the Project.
A westbound right turn lane on Sheridan Street at Southwest 202 Avenue with 150 feet of storage* and 100 feet of transition.	Prior to issuance of Certificates of Occupancy within the Project.
An eastbound left turn lane on Sheridan Street at Southwest 202 Avenue with 200 feet of storage# and 100 feet of transition.	Prior to issuance of Certificates of Occupancy within the Project.
A southbound left turn lane on Southwest 202 Avenue at Sheridan Street with 200 feet of storage# and 100 feet of transition.	Prior to issuance of Certificates of Occupancy within the Project.
Construct a sidewalk along Southwest 202 Avenue from the site driveway to Sheridan Street.	Prior to issuance of Certificates of Occupancy within the Project.
Installation of pavement markings and signs	Concurrently with construction of the above required road improvements.

Return recorded copy to:
Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:
Samuel E Poole III
Berger Singerman
360 E Las Olas Blvd.
Suite 1000
Ft. Lauderdale, FL 33301

**NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON
EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS
SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH
THE PROPERTY.**

**SECURITY/LIEN AGREEMENT
INSTALLATION OF REQUIRED IMPROVEMENTS**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CCA PROPERTIES OF AMERICA, LLC, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER'S Project, known as a correctional facility/detention center in the Town of Southwest Ranches, Development Management Division File No. 069-MP-93, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof approved by the Board of County Commissioners of Broward County on December 13, 2006 subject to certain conditions to ensure the protection of the public health and safety, and one of the conditions imposed at the time of approval was the construction of certain road improvements; and

WHEREAS, the parties desire to enter into this agreement to provide for the construction, funding and security for the required improvements as described in Exhibit "B" attached hereto and made a part hereof; NOW THEREFORE,

Approved BCC 12/13/05 HCC

Submitted By E. J. [Signature]

RETURN TO DOCUMENT CONTROL

312062-1

IN CONSIDERATION of the mutual terms, conditions, promises, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. INSTALLATION OF REQUIRED IMPROVEMENTS.
 - (a) DEVELOPER agrees to and shall construct the improvements described in the attached Exhibit "B," hereinafter referred to as the "Improvements." Said Improvements shall be constructed in accordance with the schedule set out in Exhibit "B."
 - (b) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, CITY, or State of Florida, Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review. The construction plans for the Improvements must be approved by the COUNTY prior to the commencement of construction. Construction shall be subject to inspection and approval by COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
 - (c) If property is located within a municipality, DEVELOPER, its successors and assigns agree that no building permits shall be obtained from the municipality for construction of a principal building within the Project until such time as DEVELOPER provides the municipality with written confirmation from COUNTY that engineering plans for the required improvement have been approved by the Broward County Engineering Division and that DEVELOPER has complied with paragraph 4. of this Agreement. Failure of DEVELOPER, its successors and assigns to comply with the above shall constitute a default of this Agreement. If the property is located within the unincorporated area, the COUNTY shall not issue building permits for construction of a principal building within the Project until such time as the DEVELOPER has complied with paragraph 4. of this Agreement.
 - (d) If property is located within a municipality, DEVELOPER, its successors and assigns agree that no certificates of occupancy within the Project shall be obtained prior to completion of the Improvements according to the schedule set forth in Exhibit "B." Failure of DEVELOPER, its successors and assigns to comply with the above shall constitute a default of this Agreement. If the property is located within the unincorporated area, the

COUNTY shall not issue any certificates of occupancy within the Project prior to completion of the Improvements according to the schedule set forth in Exhibit "B."

- (e) DEVELOPER agrees to notify COUNTY of acceptance of Improvements by permitting authority if such permitting authority is other than the COUNTY.
- 3. DEVELOPER understands and agrees that it is DEVELOPER'S responsibility to complete the Improvements described in Exhibit "B" and that all costs relating to the installation of the Improvements will be borne by the DEVELOPER.
- 4. SECURITY AND DEFAULT.

PLEASE CHECK ONE OF THE APPROPRIATE SECTIONS BELOW

☐ (a) Lien.

- (1) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of _____ Dollars (\$_____). Such lien shall secure the construction of the Improvements identified in Exhibit "B" attached hereto. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee's consent to such subordination.
- (2) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project which, according to the schedule set forth in Exhibit "B," requires the installation of the Improvements, or a portion thereof, DEVELOPER shall provide security acceptable to the COUNTY in the form of an irrevocable letter of credit in the amount of _____ Dollars (\$_____), in substitution of the lien imposed hereby, and the COUNTY shall cause to be executed and recorded in the Official Records of Broward County a release or satisfaction of the lien upon the property described in Exhibit "A."
- (3) DEVELOPER may elect to provide security for any individual phase as listed in Exhibit "B," in order to release a portion of the lien imposed on the Project for the individual phase. In that event, DEVELOPER shall submit a cost estimate prepared by a Registered Engineer for the Improvements required in such phase. Upon acceptance by the COUNTY of the cost estimate, and

payment by DEVELOPER of any applicable fee, that portion of the Project shall be released from the lien imposed and the total amount of the lien shall be reduced by the approved amount.

- (4) In the event DEVELOPER fails to construct the Improvements according to the terms and conditions of this Agreement, COUNTY may recover such sums from DEVELOPER as are necessary in order to cause the construction of the Improvements that are outstanding. At the option of the COUNTY, such sums, plus costs and attorney's fees, may be recovered by COUNTY against the DEVELOPER through a civil action, and/or the COUNTY may draw against the security for the amount necessary to construct the Improvements.
- (5) DEVELOPER shall ensure that the substitute security remains valid and in full force and effect until DEVELOPER'S Improvement obligations are fully performed. Expiration of the security prior to DEVELOPER'S performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER'S satisfaction of all obligations hereunder, at COUNTY'S option, shall constitute a default of this Agreement.
- (6) In the event the COUNTY determines that the security has been canceled or disaffirmed by the issuing institution, COUNTY may record a document entitled "Notice of Lien for Installation of Required Improvements" which shall constitute a lien on the property described in Exhibit "A" for the amount due hereunder, until fully paid, discharged, released or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien may be recorded against and apply only to such parcel or portion of the Project. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.
- (7) In the event COUNTY draws on the security in accordance with the provisions of this Agreement, DEVELOPER shall be responsible for COUNTY'S reasonable costs incurred in drawing against the security.

☒ (b) Letter of Credit.

- (1) Prior to the DEVELOPER recording the plat or any agreements which were conditions of approval for the Project, the DEVELOPER shall provide the COUNTY with an irrevocable letter of credit, which is acceptable to the COUNTY and which guarantees the

DEVELOPER'S performance of the construction obligations set forth in this Agreement in the total amount of \$310,739.00.

- (2) If the DEVELOPER obtains certificates of occupancy prior to completion of the applicable Improvements, contrary to the schedule set forth in Exhibit "B," the DEVELOPER shall be in default of this Agreement. In the event the DEVELOPER defaults under the terms of this Agreement or the COUNTY receives notice that the security will be canceled by the issuing institution, COUNTY shall be entitled to draw against the security for the amount for the amount set out in paragraph 4.(b)(1), plus costs as set forth herein. If COUNTY draws against the security and the amount recovered is less than the amount necessary to construct the Improvements, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of 12 percent per annum or, at the option of the COUNTY, the COUNTY may record a document entitled "Notice of Lien for Installation of Required Improvements" which shall constitute a lien on the property described in Exhibit "A" in the amount stated above. To the extent that the failed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. Such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.
- (3) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S road improvement obligation is fully performed. Expiration of the security prior to DEVELOPER'S performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER'S satisfaction of all obligations hereunder, at COUNTY'S option, shall constitute a default of this Agreement.
- (4) In the event COUNTY draws on the security in accordance with the provisions of this Agreement, DEVELOPER shall be responsible for COUNTY'S reasonable costs incurred in drawing against the security.

[] (c) Cash Bond.

- (1) The Improvements identified in Exhibit "B" shall be secured by cash, or check (cashier's, certified, or registered), or money order issued by _____ (financial

institution), in the amount of _____ Dollars (\$ _____), payable to the Broward County Board of County Commissioners. The DEVELOPER may at its option, later provide to the COUNTY a letter of credit acceptable to COUNTY, in like amount, that shall be substituted for the cash, check, or money order. If the DEVELOPER provides a letter of credit the provisions of subsection 4(b) above shall apply.

- (2) Upon completion of the Improvements, and acceptance by the applicable unit of local government, the DEVELOPER shall notify the Broward County Engineering Division of such completion and acceptance. Upon a determination by the Engineering Division that the Improvements have been installed, constructed, completed, and accepted, and following the completion of DEVELOPER'S one (1) year maintenance obligations if the Improvements are made to a County road, the COUNTY shall have ninety (90) days to remit _____ Dollars (\$ _____) to the DEVELOPER, provided that the COUNTY has not already effected a remittance to the DEVELOPER because of the earlier substitution of a or letter of credit.

5. Upon the completion of one or more of the road Improvements specified in Exhibit "B," the DEVELOPER may request a partial release of security from the COUNTY. The DEVELOPER shall submit a sealed certification by a Registered Engineer of the work completed, and a cost estimate of the remaining roadway Improvements to be completed based upon the current approved County unit prices. Upon acceptance by the COUNTY of said certification and cost estimate, and payment by the DEVELOPER of any applicable fee, the COUNTY shall release that portion of the security, if any, which is in excess of the cost of the remaining road Improvements. Final release of the full security is subject to the standard COUNTY maintenance period of one (1) year from the date of completion of all of the Improvements specified on Exhibit "B," for roadways subject to COUNTY permit jurisdiction. Prior to release of any security held by the COUNTY for Improvements which are under the permit jurisdiction of other governmental agencies, the DEVELOPER shall submit documentation from the permit agency officially accepting the Improvements and consenting to the release of security.
6. DEVELOPER agrees that the construction contract(s) for the Improvements shall:
- (a) Indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of DEVELOPER and persons employed or utilized by or under contract with the DEVELOPER in the performance of this Agreement. Except as specifically provided herein,

this Agreement does not require DEVELOPER or its contractor to indemnify COUNTY, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. In the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, DEVELOPER shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

- (b) In order to insure the indemnification obligation contained above, the contractor for the DEVELOPER and/or its contractor shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.
- (c) Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Such policies shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.
- (d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - Premises and/or operations.
 - Independent contractors.
 - Products and/or completed operations for contracts.
 - Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - Underground coverages.
- (e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile

Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

- (f) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

- (g) The DEVELOPER shall furnish to the Broward County Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
- (h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

7. COUNTY agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, that developers install all required Improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required Improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the County Commission. Upon official acceptance of the Improvements by the applicable road construction permitting agency, the local government may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit "B."
8. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For the DEVELOPER:

Berger Singerman
Attn: Samuel E. Poole III
350 E. Las Olas Blvd, Suite 1000
Ft Lauderdale, FL 33301

9. RELEASE. When all of the obligations attributable to a specific Phase of the Project, as set forth in Exhibit "B," or all of the obligations under this Agreement are fully paid and performed, at the request of the Developer or its successor and upon payment of any applicable fees, COUNTY shall cause a Release to be recorded in the Official Records of Broward County, Florida evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the Project for which this road impact obligation has been satisfied.
10. RECORDATION. DEVELOPER agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed.
11. VENUE: CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
12. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
13. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any

such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
16. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
17. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
18. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

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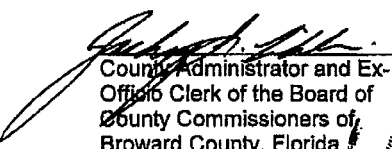
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 2006,

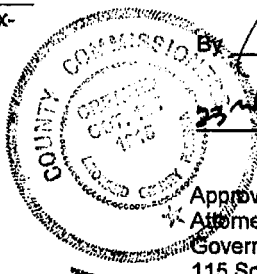
and DEVELOPER, signing by and through its _____ duly authorized to execute same.

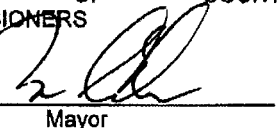
COUNTY

ATTEST:


BROWARD COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS


County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida



By 
Mayor
23rd day of June, 2006

Approved as to form by Office of County
Attorney Broward County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
Assistant County Attorney
12th day of June, 2006

DEVELOPER-CORPORATION

CCA PROPERTIES OF AMERICA, LLC, a
Tennessee limited liability company

By: CORRECTIONS CORPORATION OF AMERICA,
its Managing Member

By: Todd J. Mullenger
(Signature)
Print name: Todd J. Mullenger
Title: Vice President, Treasurer
Address: 10 Burton Hills Blvd
Nashville TN 37215

9 day of June, 2008

ATTEST:

G.A. Puryear IV (CORPORATE SEAL)
(Secretary Signature)
Print Name of Secretary: G.A. Puryear IV

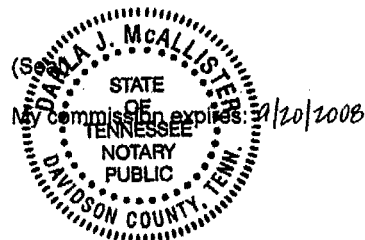


ACKNOWLEDGMENT - CORPORATION

STATE OF Tennessee)
) SS.
COUNTY OF Davidson)

The foregoing instrument was acknowledged before me this 9 day of
June, 2008, by Todd J. Mullenger as
Vice President, Treasurer of CORRECTIONS CORPORATION OF AMERICA, the Managing
Member of CCA PROPERTIES OF AMERICA, LLC, a Tennessee limited liability
company. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

NOTARY PUBLIC:



Pamela J. McAllister
Print name: Pamela J. McAllister

My Commission Expires SEPT. 20, 2008
312062-1