

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

For Recording Purposes Only

**CITY OF WAUCHULA, FLORIDA
SUBDIVISION IMPROVEMENT AGREEMENT**

This Subdivision Improvement Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2026, by and between the City of Wauchula, Florida, a municipal corporation created under the laws of the State of Florida, (hereafter "City") and the Hardee County Industrial Development Authority, a dependent special district and body politic and corporate of the State of Florida (hereafter "Developer").

RECITALS

1. Developer warrants that it is the owner of the property legally described on Exhibit "A" attached to and incorporated in this Agreement (the "Subject Property").
2. The Developer desires to subdivide the Subject Property and have submitted for review to the City, through its authorized agent, subdivision plans designated as Gardens at Midtown.
3. The City is a municipal corporation within the State of Florida, and has adopted the "Land Development Code of the City of Wauchula" (hereafter "Land Development Code").
4. The City's Land Development Code was enacted pursuant to the requirements and authority of § 163.3202, Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), the City Charter, and the general powers enumerated in Chapter 166, Florida Statutes, and the Florida Constitution.
5. The Land Development Code contains the City's "Subdivision Regulations," which establishes minimum procedures and standards to regulate and require the subdivision and platting of land for development to ensure, among other things, that necessary improvements of lasting quality have been installed concurrent with the development of land.

6. The Developer intends to develop and subdivide the Subject Property and Developer has agreed to construct the necessary public improvements required by this Agreement, the Land Development Code, and the City's Code of Ordinances.

7. Section 7.06.06.02, Land Development Code, provides that "If the subdivider proceeds with permitting and installation of improvements prior to recording of the plat, a contract with the City for the construction of the required improvements, establishing a financial guarantee that all required improvements shall be constructed, shall be executed."

8. This same section also provides that "An acceptable guarantee for required improvements shall be in an amount not less than the estimated cost of the improvements, as approved by the City Administrator, but may be reduced from time to time in proportion to the work completed, and shall take the form of a Performance Bond, subject to the approval of the City Commission, City Administrator, and City Attorney."

9. Upon approval of this Agreement and said plat and plans according to the requirements of the City's Land Development Code and the laws of Florida, this Agreement shall serve to assure the completion of the necessary subdivision improvements described herein.

ACCORDINGLY, for and in consideration of the Recitals set forth above and incorporated herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties to this Agreement agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. COMPLETION OF SUBDIVISION IMPROVEMENTS. The Developer warrants that it will complete the required improvements to the storm drainage system, water services, sewer services, and paving as shown on the drawings approved for construction by the City as prepared by

_____ and being more specifically described as a proposal to subdivide approximately _____ acres as a residential and surface parking lot with associated subdivision improvements. These improvements shall be completed in accordance with § 177.011, et. seq., Florida Statutes (2021), the Land Development Code, and other applicable regulations, ordinances or laws of the City. Failure to construct and complete such improvements in compliance with the terms of this Agreement shall constitute grounds for the City to halt further development or construction under this Agreement, and to withhold building permits, utility service, and certificates of occupancy for completed improvements on the Subject Property. In the event the Subject Property is undisturbed for 30 or more consecutive days, the City reserves the option to stabilize the site as necessary with seed and mulch and to place a lien of record against the Subject Property for the costs of such stabilization. Subject to delays caused by events of force majeure, all improvements shall be completed within twelve (12) months of the date of this Agreement.

SECTION 3. WARRANTY OF PLAT COMPLIANCE. The Developer warrants that the referenced plat comports with the requirements of Chapter 177, Florida Statutes (2021)

regarding platting of land, and that the Developer shall provide for the perpetual maintenance of the required improvement by agreement to enforce the terms and provisions of covenants and restrictions approved for the referenced subdivision plat and as required by the Surface Stormwater Management Permit issued by the Southwest Florida Water Management District.

SECTION 4. POSTING OF PERFORMANCE BOND. Execution of this Agreement shall allow the Developer the right to record the approved plat and plans for the Subject Property upon compliance with the requirements of the Land Development Code and provision of a financial guarantee prepared and recorded in the public records of Hardee County in accordance with § 255.05, Florida Statutes (2021), and as acceptable to the City, in an amount equal to one hundred ten percent (110%) of the cost estimate for the construction of the required improvements. If the required improvements are not completed as required under this Agreement, the City shall be authorized to draw upon the financial guarantee funds to pay for completion of said improvements, including reasonable administrative costs in the completion of the construction.

SECTION 5. INSTALLATION BY CITY AND ASSESSMENT OF COSTS. Execution of this Agreement shall also allow the Developer to initiate the construction of required improvements prior to recording the plat without providing a financial guarantee for completion, but the plat shall not be executed or recorded prior to the acceptance of the completed improvements. However, should the required improvements not be completed as required under this Agreement, the City, after thirty (30) days written notice to the undersigned or any subsequent owner, successor in interest or assign, may install or have installed or completed said required improvements, but the City shall not be obligated to complete said required improvements. Further, the City is hereby authorized to assess the cost of installing or completing said improvements against the Subject Property. Such improvement assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person, except the lien of ad valorem taxes.

SECTION 6. RECORDATION OF PLAT FOLLOWING INITIATION OF CONSTRUCTION. If construction begins under Section 5 above, but the Developer desires to record the plat, it shall provide a financial guarantee for completion as required in Section 4 above to cover the cost of all improvements with no credit for partially completed construction.

SECTION 7. CERTIFICATE OF COMPLETION. Upon completion of the construction required by this Agreement, Developer shall provide City with a certificate of completion executed by the project engineer together with a maintenance bond in the amount equal to ten percent (10%) of the final construction cost for the correction of any failures or defects that become apparent within one (1) year of City's acceptance. Upon City's receipt of the engineer's certificate of completion and such maintenance bond, and acceptance by the City of the completed improvements, the financial guarantee required by section 4 hereof shall be deemed released and City shall execute such reasonable documentation required by the surety to confirm such release. Upon receipt of the engineer's certificate of completion, City shall use commercially reasonable efforts to promptly inspect the completed improvements and confirm its acceptance.

SECTION 8. INDEMNITY. Developer shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, injuries, liability, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the construction of improvements or performance or operations under this Agreement. In the event that the Developer fails to complete the improvements and the Surety and its agents required to complete the improvements, the Surety shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, injuries, liability, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the construction of improvements or performance of operations under this Agreement. For purposes of this paragraph and pursuant to the City of Wauchula Land Development Code, Chapter 5, Section 10(b)(5), which requires contractors of public improvements to provide comprehensive liability insurance covering bodily injury, death, and property damage with the City listed as an additional insured and held harmless. Nothing contained herein shall be construed as a waiver or limitation of any defenses or immunities of the City, including those based on the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

SECTION 10. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any party only upon the written consent of the others, which consents shall not be unreasonably withheld.

SECTION 11. NOTICE. All notices, requests, demands and other communications will be in writing and will be deemed given and received (i) on the date of delivery when delivered by hand, (ii) on the following business day when sent by confirmed simultaneous telecopy or email, (iii) on the following business day when sent by receipted overnight courier, or (iv) three (3) business days after deposit in the United States Mail when mailed by registered or certified mail, return receipt requested, first class postage prepaid, as follows:

If to Developer to:

Hardee County IDA
Attn: Sarah Evers
107 E. Main St.
Wauchula, FL 33873

If to City of Wauchula to:

Olivia Minshew – City Manager
126 S. 7th Avenue
Wauchula, FL 33873
(863) 773-0773

With Copy to:

Kristie Hatcher-Bolin, City Attorney
301 East Pine Street, Suite 1400
Orlando, FL 32801
(407) 244-5690 fax

SECTION 12. RECORDATION. This Agreement shall be recorded in the Public Records of Hardee County, Florida. The provisions of this Agreement shall constitute covenants running with the land applicable to all of the Subject Property described herein or any portion thereof. This Agreement shall inure to the benefit of the parties hereto and the Subject Property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the Subject Property or any portion thereof.

SECTION 13. ATTORNEYS' FEES. In any action or proceeding to enforce or interpret this agreement or any provision hereof, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, including but not limited to bankruptcy and appellate proceedings.

{Remainder of page left intentionally blank.}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first specified above.

[INSERT CITY OF WAUCHULA SIGNATURE PAGE]

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
W. Lee Mikell, Chair

Date: _____, 2026

ATTEST:

Name: _____

EXHIBIT “A”
SUBJECT PROPERTY