



BOARD OF COUNTY COMMISSIONERS

**Planning and Development**

2725 Judge Fran Jamieson Way  
Building A, Room 114  
Viera, Florida 32940  
321-633-2070

## SIDEWALK ASSESSMENT AGREEMENT

\_\_\_\_\_  
Plan Name

\_\_\_\_\_  
Site Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Plan Number Agreement for Frontage Date

THIS SIDEWALK ASSESSMENT AGREEMENT (“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:

WHEREAS, the OWNER owns the real property and improvements thereon situated in Brevard County, Florida legally described as follows:

SEE EXHIBIT “A”

WHEREAS, sidewalk construction by the OWNER is required for the site plan/subdivision submitted by the OWNER pursuant to Chapter 62 of the Brevard County Code of Ordinances as well as the County Comprehensive Plan, but is not practical at this time; and

WHEREAS, the OWNER has demonstrated to the COUNTY that there is no current need for sidewalks in the immediate area; and

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

WHEREAS, the OWNER has requested a waiver of sidewalk requirement at this time pursuant to Chapter 62, Article VII, Division 4; 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) The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.
- 2) The OWNER shall pay his pro-rata share for sidewalk improvements, according to Chapter 98 of the Brevard County Code of Ordinances, and as may be amended from time to time, or any other applicable ordinance or law.
- 3) The OWNER hereby agrees that should the County in its sole discretion determine sidewalks are necessary on the property described in Exhibit "A", and if the COUNTY elects under the provisions of Chapter 170 of the Florida Statutes or Chapter 98, Code of Ordinances of Brevard County, Florida, to initiate a program of special assessments for sidewalk installation against all the private property adjacent to the property described in Exhibit "A", the OWNER hereby affirmatively consents 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 in lieu of installing sidewalks at this time.
- 4) The OWNER agrees to provide to the COUNTY any easements necessary to construct and maintain sidewalks should the COUNTY choose to initiate a program of special assessments for sidewalk installation at a future date.
- 5) 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.
- 6) 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 lands described in Exhibit "A".
- 7) 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.

- 8) 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, by \_\_\_\_\_ physical presence or  
\_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ who is personally

known to me or has produced \_\_\_\_\_ as identification and who  
did (did not) take an oath.

\_\_\_\_\_  
Date My Commission Expires

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Signed, Sealed and Delivered in presence of

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
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.

\_\_\_\_\_  
Date My Commission Expires

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

EXHIBIT "A"

Township\_\_\_\_\_ South, Range\_\_\_\_\_ East, Section\_\_\_\_\_

Further description as follows: