



**DEVELOPERS AND HOMEOWNERS ASSOCIATION
AGREEMENT FOR UPGRADED STREET LIGHTS**

Development Services – Engineering Division
150 N. Lakeshore Drive | Ocoee, FL 34761
Phone: 407.905.3157 | Fax: 407.905.3158

Received Date – Office Use Only

This Agreement, entered into this _____ day of _____, 20 _____, by and between _____, hereinafter referred to as Developer; _____, hereinafter referred to as Association, and the CITY OF OCOEE, hereinafter referred to as City.

WITNESSETH:

WHEREAS, the Developer owns and desires to develop certain real property located in the City of Ocoee, Orange County, Florida, more particularly described in **Exhibit "A"**, attached hereto; and

WHEREAS, for the purpose of developing the subject property, the Developer has submitted to the City of Ocoee a subdivision plan and specifications for a subdivision to be known as _____; and

WHEREAS, the Developer intends to develop the subject property in accordance with the approved subdivision plans and specifications, including certain specialized street lighting; and

WHEREAS, in order to install said street lighting it will be necessary to install _____ type street lights for every _____ conventional fixtures to obtain the same illumination; and

WHEREAS, the cost and maintenance of the _____ type street lights is in excess of the amount paid by the City for street lighting pursuant to the City's agreement with Florida Power Corporation; and

WHEREAS, the City is in agreement to allow this type of street lighting by the Developer for use in _____ subdivision provided that the additional cost thereof is paid for by the Developer and/or the Association; and

WHEREAS, the Developer and Association are in agreement to pay the additional costs thereof.

NOW THEREFORE, the parties agree as follows:

1. The Developer hereby agrees that the Declaration of Covenants Conditions and Restrictions for _____ shall specifically provide that the Association shall be responsible for the additional cost of street lighting that is over and above that paid for by the City and shall reimburse the City of Ocoee said additional cost plus an administrative charge equal to ten (10) percent of the additional costs and that said Association shall have the power and authority to assess each lot owner within said subdivision, which said assessment shall be a lien upon each lot and shall be subject to foreclosure by the Association in the event of non-payment.

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- 2. That the Association for itself, its successors and assigns agrees that the Declaration of Covenants Conditions and Restrictions for _____ shall not be amended as it relates to the duty to pay the additional cost of street lighting and the lien and enforcement provisions thereof, without consent of the City, and further agrees to be responsible for the additional costs of street lighting over and above that paid for by the City that results from the use of the desired street lighting, plus the administrative costs set forth above.
- 3. The Developer upon the execution of this Agreement, shall pay to the City the cost of recording this Agreement in the Public Records of Orange County, Florida.
- 4. This Agreement shall be binding and inure to the benefit of the subject property and be binding upon the Association and any persons, firm or corporation that may become its successor in interest directly or indirectly to the subject property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CITY OF OCOEE, FLORIDA

Witness

MAYOR

ATTEST:

Witness

City Clerk

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD
ON _____, 20 ____, UNDER AGENDA ITEM NO. _____.

FOR USE AND RELIANCE ONLY BY THE CITY OF
OCOEE, APPROVED AS TO FORM AND LEGALITY,
THIS ____ DAY OF _____, 20 ____.
SHUFFIELD, LOWMAN & WILSON, PA

BY: _____
CITY ATTORNEY

DEVELOPER:

Witness

By: _____

Witness

As its: _____
(SEAL)