

**INFRASTRUCTURE AGREEMENT  
FOR WASTEWATER IMPROVEMENTS IN  
PARCEL K PROJECT**

This Infrastructure Agreement (“AGREEMENT”) is made as of the Effective Date, as defined in Section 9, between PARCEL K, LLC, a Delaware limited liability company (inclusive of the successor owner of the Property as set forth in Section 21 herein, “DEVELOPER”) and Polk County, a political subdivision of the State of Florida, (“POLK COUNTY”). DEVELOPER and POLK COUNTY are referred to herein individually as a “Party” and collectively as the “Parties”. The Island Club Resort Homeowners Association, Inc., a Florida not for profit corporation (the “HOA”), joins in this Agreement to affirm its obligations to the Parties as stated in Sections 3 and 4.

**RECITALS:**

A. DEVELOPER is the owner and developer of the PARCEL K Project (the “Project”) that is to be developed on real property described on Exhibit A attached (the “Property”).

B. POLK COUNTY is the utility provider of wastewater services for the Project, which is located in the POLK COUNTY Northeast Regional Utility Service Area.

C. Wastewater from the Project would flow into the County’s Lift Station 330 (the “Existing Lift Station”) which does not have sufficient capacity to accommodate the current wastewater flows from the Bimini Bay development (the “Bimini Bay Project”) and the additional projected wastewater flows from the Project.

D. The Parties have agreed the most efficient method to accommodate the additional Project wastewater flow is for Developer to design, permit, construct, and install a new lift station (the “New Lift Station”) having capacity for both the Project wastewater flows and the Bimini Bay Project wastewater which currently flows into the Existing Lift Station.

E. The Parties have agreed that the New Lift Station will be installed on the real property described on the attached Exhibit B (the “New Lift Station Parcel”), which is owed by the HOA.

F. When developed, the Project is projected to produce wastewater flow of 10,108 gallons per day (“GPD”) into the New Lift Station.

G. The Bimini Bay Project has a committed wastewater flow of 65,124 GPD which will flow into the New Lift Station.

H. POLK COUNTY has Community Improvement Program funds available to reimburse Developer or the successor owner of the Property for a proportionate amount of the projected cost which Developer incurs to design, permit, construct, and install the New Lift Station based upon the respective amount of wastewater flows into the lift station from the Project and from the Bimini Bay Project.

**NOW, THEREFORE,** in consideration of mutual promises and other considerations contained herein, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by and serve as a factual stipulation which is the basis for this AGREEMENT.

2. **Condition Precedent.** POLK COUNTY's obligation to reimburse Developer or the successor owner of the Property for the costs incurred by Developer to construct the New Lift Station on the New Lift Station Parcel is contingent on the following: (i) Developer obtaining all required permits and approvals necessary for the construction and installation of the New Lift Station; (ii) the New Lift Station and its associated infrastructure is designed and constructed in accordance with the applicable standards stated in this Agreement, to include without limitation the specifications stated on the attached **Exhibit C** and in POLK COUNTY's Utilities Standards and Specifications Manual, latest revision; and (iii) POLK COUNTY is permitted to have utility construction site representatives observe the work during the course of construction of the New Lift Station. The work will be designed by a licensed engineer which has designed similar work within Central Florida. The work will be performed by a licensed contractor with experience performing similar work in Central Florida.

3. **Construction of New Lift Station.** Developer shall fund, design, permit, construct, and install the New Lift Station on the New Lift Station Parcel. POLK COUNTY must approve the final design of the New Lift Station. By its joinder to this Agreement, the HOA agrees that it will grant a construction easement (the "Construction Easement") to Developer, at no charge to Developer or to POLK COUNTY. Once commenced, Developer will work continuously and diligently to complete all work within twenty-four (24) months after commencement. If Developer provides proof of continuous and diligent work to POLK COUNTY, then POLK COUNTY and Developer shall agree in writing, without amending or modifying this Agreement, to extend the twenty-four (24) month construction period in the event of commercially reasonable, unavoidable delay, including but not limited to weather, lack of necessary materials, or other natural events, not caused by Developer actions, prevents completion of construction an additional twelve (12) months.

4. **Easement over Lift Station Parcel.** After the New Lift Station has been properly completed, permitted, and accepted by POLK COUNTY, and as a condition for POLK COUNTY to issue any certificate of occupancy for Project improvements, the HOA agrees, by joinder to this Agreement, to grant to POLK COUNTY an easement over the New Lift Station Parcel for POLK COUNTY's perpetual, exclusive use as a Lift Station (the "Lift Station Easement"), at no cost to Developer or to POLK COUNTY. The Lift Station Easement shall be substantially in the form shown on the attached **Exhibit D.**

5. **Construction.** The New Lift Station shall be designed, permitted, and constructed as stated in this Agreement and in accordance with Site Construction Plans approved by POLK COUNTY and the Polk County Land Development Code and Utility Code. The site plans approved by POLK COUNTY are identified as Project No. LDRES-2023-29 and POLK COUNTY UTILITIES Project No. 023-25-20-0 and are maintained in the Polk County Land Development Division. The New Lift Station shall also meet the applicable rules and regulations of the Florida Department of Environmental Protection and Florida Department of Health.

6. **Documentation.** When construction of the New Lift Station is complete, DEVELOPER shall submit the necessary construction and financial information to POLK COUNTY so that POLK COUNTY can ensure that the New Lift Station is properly constructed and that all contractors and subcontractors have been paid in full. The following written documentation shall be submitted to POLK COUNTY no later than sixty (60) days after construction has been completed: (1) copies of field inspections, (2) Letter of Dedication, (3) Engineer of Record Certification, (4) Contractor's Certificate of Completion, (5) wastewater system Schedule of Values, (6) contractor invoices and payments, (7) Releases of Liens, (8) Proof of Payment (County will accept only copies of cleared checks or bank statements as proof of payment, any identifying bank information such as bank account numbers shall be blacked out prior to submission) and (9) Final Record Drawings that meet the Polk County Land Development Code and Utility Code; and the POLK COUNTY financial and accounting requirements. Upon receipt of all such documentation, POLK COUNTY shall have forty-five (45) days to review and determine whether the submitted documentation is complete, and if not, request any additional documentation that is reasonably required. When POLK COUNTY staff has received all documentation, confirmed that all contractors, subcontractors, and material suppliers have been paid in full, and determined that the New Lift Station has been properly constructed, then DEVELOPER shall deliver to POLK COUNTY a proposed Bill of Sale for the completed New Lift Station in a form acceptable to POLK COUNTY. Once the proposed Bill of Sale has been received, the New Lift Station will be

presented to the POLK COUNTY Board of Commissioners for acceptance and ownership.

7. **Reimbursement.** POLK COUNTY will reimburse Developer or the successor owner of the Property eighty-six and six-tenths percent (86.6%) of the actual cost Developer incurs to design, permit, construct, install, inspect, commission, license, obtain final regulatory acceptance of, and place into operation the New Lift Station (collectively, the "New Lift Station Costs"). As of the Effective Date, Developer estimates the New Lift Station Costs will be \$ 865,313.50, as shown on the Opinion of Probable Cost attached as **Exhibit E**. When Developer enters into an agreement with the contractor who will construct the Lift Station, Developer shall provide POLK COUNTY a written final estimated New Lift Station Costs. POLK COUNTY must approve the final estimated New Lift Station Costs. If the actual amount of New Lift Station Costs exceeds the final, approved estimated New Lift Station Costs, then Developer shall be solely responsible for payment of such excess costs. As Developer undertakes construction and installation of the New Lift Station, Developer will invoice POLK COUNTY monthly for POLK COUNTY's share of the cost for the work completed during the prior month, providing POLK COUNTY copies of Applications for Payment, invoices, bills, releases of lien, and other documents substantiating the invoiced amount. POLK COUNTY shall pay Developer the full amount of the substantiated costs stated in an invoice no later than forty-five (45) days after the date POLK COUNTY receives the complete invoice, including all required supporting documents.

8. **Notices.** Notices given hereunder must be in writing delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service and addressed to the party for whom it is intended at the place last specified by each party. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 8. For the present, the parties designate the following as the respective places for giving of notice:

8.1. Notice to POLK COUNTY shall be sent to:

Utilities Division Director  
Utilities Division  
1011 Jim Keene Blvd.  
Winter Haven, FL 33880

with a copy to  
County Attorney  
330 West Church Street  
Bartow, FL 33830

**8.2 Notices to DEVELOPER shall be sent to:**

Parcel K, LLC  
515 North Flagler Drive, Suite 210  
West Palm Beach, FL 33401  
Attention: Doug Faron  
Email: [doug@shorehamcapital.com](mailto:doug@shorehamcapital.com)

Notices shall be effective upon receipt or upon refusal to accept receipt.

**9. Effective Date.** The Effective Date of this AGREEMENT shall be the date on which POLK COUNTY executes this AGREEMENT, which shall occur after DEVELOPER and the HOA have executed and submitted signed counterparts to POLK COUNTY for its signature.

**10. Expiration.** This AGREEMENT shall terminate upon full completion of the following: (i) POLK COUNTY accepts the Lift Station Easement from the HOA and accepts ownership of the New Lift Station from DEVELOPER as described in Section 6; and (ii) DEVELOPER or the successor owner of the Property has received the final reimbursement payment due from the COUNTY for the New Lift Station as described in Section 7.

**11. Default and Remedy.** If either Party materially defaults in its obligations under this AGREEMENT and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from the other non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this AGREEMENT by delivering written notice to the materially defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this AGREEMENT.

**12. Limitation of Liability.** IN NO EVENT SHALL POLK COUNTY BE LIABLE TO DEVELOPER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY POLK COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

**13. Indemnity.** DEVELOPER shall indemnify, defend (by counsel reasonably acceptable to POLK COUNTY), protect and hold harmless POLK COUNTY and its officers, employees and agents from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals there from) arising out of or resulting from the design, permitting and construction of the New Lift Station that are caused in whole or in part by an act or omission of DEVELOPER, its engineers, designers, contractors, subcontractors, material suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The foregoing indemnity shall (i) not cover any negligent acts, negligent omissions or negligent misrepresentations of POLK COUNTY, its officers, employees or agents, and (ii) not be applicable to claims and disputes arising from events occurring one or more years after conveyance of the New Lift Station to POLK COUNTY pursuant to the AGREEMENT. This Section 13 shall survive the expiration or earlier termination of this AGREEMENT.

**14. Insurance.**

14.1 DEVELOPER shall require its engineer (and other design professionals) who participate in the design, permitting and construction of the Utility System Improvements to acquire and maintain Professional Liability Insurance in the amount of \$2,000,000.00 per occurrence, exclusive of defense costs, and the Commercial General Liability, Comprehensive Auto Liability, and Workers Compensation coverages stated in Section 14.2.

14.2 DEVELOPER shall require its engineer (and other design professionals), general contractor, other contractors and subcontractors who participate in the design, permitting and construction of the Utility System Improvements to acquire and maintain the following types of insurance with at least the following minimum limits of liability:

Commercial General Liability:	\$1,000,000.00 per occurrence
Comprehensive Automobile Liability	\$1,000,000.00 per occurrence
Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000.00

14.3 All insurance must be provided by a carrier licensed to do business in the State of Florida having an A.M. Best rating of at least the "A" category and size category of VIII. POLK COUNTY shall be named as an additional insured on General Liability and Automobile Liability policies. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of POLK COUNTY.

14.4 DEVELOPER shall provide POLK COUNTY original Certificates of Insurance satisfactory to POLK COUNTY to evidence such coverage before any work commences. POLK COUNTY must be identified on the Certificates as follows: "Polk County, a political subdivision of the State of Florida."

15. Waiver. A waiver by either Party of any breach of this AGREEMENT shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this AGREEMENT. The making or acceptance of a payment by either Party with the knowledge of the other party's existing default or breach of this AGREEMENT shall not waive such default or breach, or any subsequent default or breach of this AGREEMENT, and shall not be construed as doing so.

16. Attorneys' Fees and Costs. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this AGREEMENT, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

17. Modification. This AGREEMENT may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

18. Integration. This AGREEMENT sets forth the entire AGREEMENT between the Parties with respect to its subject matter and there are no promises or understandings other than those stated herein. This AGREEMENT supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the construction of the Wastewater System Improvements, whether written or oral.

19. Counterparts. This AGREEMENT may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single AGREEMENT.

20. Governing Law; Venue. This AGREEMENT shall be governed and interpreted in accordance with the laws of the State of Florida. Venue for any action relating to this AGREEMENT shall be the Tenth Judicial Circuit, Polk County, Florida.

21. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all successors and assigns of the Parties, until the date of expiration as set forth in Section 10. Reimbursement by POLK COUNTY for any amounts paid by DEVELOPER hereunder shall be payable to the owner of the Property at the time such reimbursement is due to be paid. DEVELOPER and each successor owner of the Property shall notify POLK COUNTY in writing, with a copy of

the recorded deed, each time the Property is sold, and provide updated notice information pursuant to Section 8.2.

**22. Employment Eligibility: Verification (E-Verify).**

22.1 Unless otherwise defined herein, terms used in this Section 22 which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

22.2 Pursuant to Section 448.095(5), Florida Statutes, Developer (as "contractor" in this Section 22) and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

22.3 By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section 22 shall be construed to allow intentional discrimination of any class protected by law.

**23. Ambiguities.** The Parties have been represented by counsel or have had the opportunity to be represented by counsel during the negotiation and preparation of this Agreement and therefore waive the application of any law or rule of construction providing that ambiguities in a contract shall be construed against the Party drafting the contract.



**24. Severability.** If any section, phrase, sentence, or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**The remainder of this page is intentionally left blank; the Agreement continues on the following page with the Parties' signatures.**

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement as of the Effective Date.

ATTEST:  
Stacy M. Butterfield  
Clerk of the Board

POLK COUNTY, a political subdivision  
of the State of Florida

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
W. C. Braswell, Chair  
Board of County Commissioners

Reviewed as to form and legal sufficiency:

Executed \_\_\_\_\_, 2024

By: \_\_\_\_\_  
County Attorney's Office

WITNESSES

Parcel K, LLC  
a Delaware limited liability company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

PATRICK N. MARTIN  
Print Name

Nicholas Zuma  
Print Name

\_\_\_\_\_  
Signature

Authorized Signatory  
Title

Josh Orell  
Print Name

Executed 8/28, 2024

STATE OF Florida  
COUNTY OF Dade

The foregoing instrument is hereby acknowledged before me this 28 day of August, 2024, by Nicholas Zuma, as Authorized Signer of Parcel K, LLC, a Delaware limited liability company, on behalf of the Company. He/She is personally known to me or has produced Driver License as identification.



MATTHEW R. COHEN  
Notary Public  
State of Florida  
Comm# HH481408  
Expires 1/16/2028

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires: 1/16/28

JOINDER AND CONSENT OF HOA

Island Club Resort Homeowner's Association hereby joins in this Agreement to affirm its obligations to the Parties as stated in Sections 3 and 4.

Island Club Resort Homeowner's Association,  
a Florida not-for-profit corporation

By: [Signature]  
Name: NANCY FORYAN  
Title: PRESIDENT

STATE OF FL  
COUNTY OF POLK

The foregoing instrument is hereby acknowledged before me this 19<sup>TH</sup> day of JULY, 2024, by NANCY FORYAN, as PRESIDENT of Island Club Resort Homeowner's Association, a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC: [Signature]  
My Commission Expires: 8/3/25

Seal



ROBERT B. MULLINS  
Notary Public  
State of Florida  
Comm# HH160812  
Expires 8/3/2025

**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY**

**Tract K, Bimini Bay Phase I, according to the Plat thereof, recorded in Plat Book 127, Pages 34 through 37 of the public records of Polk County, Florida.**

## EXHIBIT B: LEGAL DESCRIPTION OF NEW LIFT STATION PARCEL

### DESCRIPTION:

A parcel of land lying within Section 2, Township 25 South, Range 26 East, Polk County, Florida, and being a portion of Tract I Pump Station, BIMINI BAY PHASE 1, as per the map or plat recorded in Plat Book 127, Page 34 and Tract J Preservation Area, BIMINI BAY PHASE II, as per the map or plat recorded in Plat Book 137, Page 29, both of Public Records of Polk County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Southeast corner of said Tract I; thence N.15°15'34"E., along the east boundary of said Tract I, a distance of 25.93 feet for a POINT OF BEGINNING; thence N.69°01'33"W., a distance of 15.70 feet; thence N.20°58'27"E., a distance of 24.71 feet; thence S.69°01'33"E., a distance of 43.92 feet; thence S.20°58'27"W., a distance of 24.71 feet; thence N.69°01'33"W., a distance of 28.21 feet to the POINT OF BEGINNING. Containing 0.025 acres, more or less.

**EXHIBIT C: SPECS FOR NEW LIFT STATION**

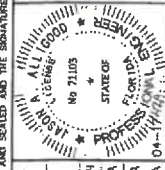
(Attached)

- **Kimley Horn Civil Plans, page titled lift station plan, plan revision #6 dated 5/6/2024**



Robert Joyms  
09/10/2024  
POLK COUNTY COMMENTS  
POLK COUNTY COMMENTS  
POLK COUNTY COMMENTS  
PERMIT REVIEW  
No. 32

**Kimley-Horn**  
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
109 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801  
PHONE: 863-701-8702  
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

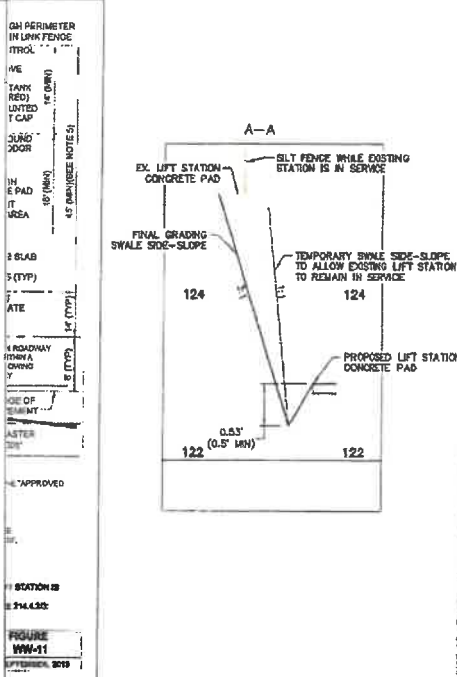
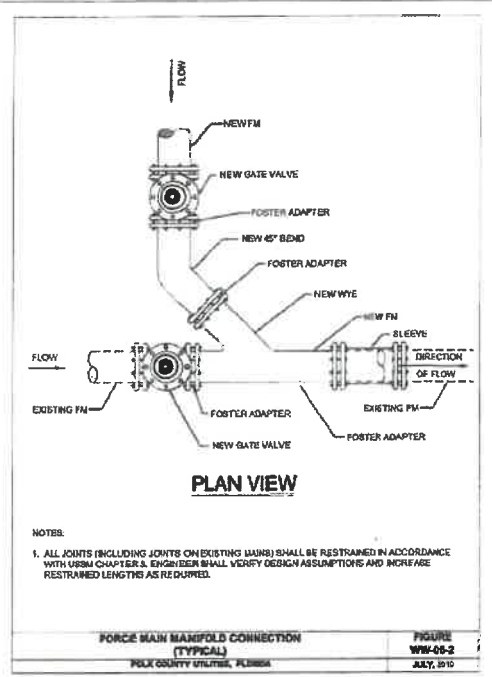


KHA PROJECT  
046592000  
DATE: MAR 2024  
SCALE: AS SHOWN  
DESIGNED BY: KHA  
DRAWN BY: KHA  
CHECKED BY: JAA

# LIFT STATION PLAN

**BIMINI BAY TRACT K**  
PREPARED FOR  
**SHORHAM CAPITAL**  
POLK COUNTY

SHEET NUMBER  
**C406**



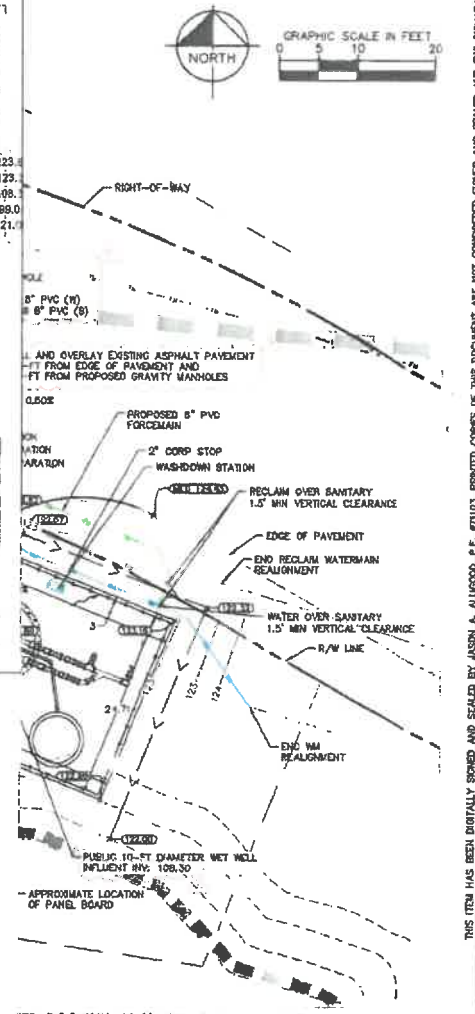
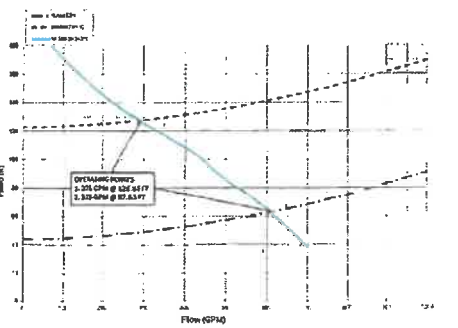
DESCRIPTION	SYMBOL	DIMENSION	ELEVATION
THICKNESS OF WALL (8" MDL)	A		8"
DIAMETER OF WET WELL (6' MIN.)	B	SEE NOTE 1	10'
WIDTH OF BOTTOM FILLET	C	SEE NOTE 1	
CL TO CL OF PUMPS	D	SEE NOTE 1	
LENGTH OF PUMP ACCESS OPENING	E	SEE NOTE 1	
WIDTH OF PUMP ACCESS OPENING	F	SEE NOTE 1	
BASE ELBOW TO EDGE OF PIT	G	SEE NOTE 1	
TOP OF WET WELL	T		123.0
FINISHED GRADE	U		123.0
INVERT OF GRAVITY PIPE	P		108.0
FLOOR OF WET WELL	Z		98.0
SEASONAL HIGH WATER ELEVATION (SEE NOTE 3)	SH		121.0

\*SHWE ASSUMED 3-FT BELOW GRADE

NOTE:  
1. PER PUMP MANUFACTURER'S REQUIREMENTS  
2. TOP OF PUMP STATION SHALL BE NO LOWER THAN THE 25 YEAR FLOOD 24 HOUR ELEVATION, THE BOTTOM OF STATION CONTROL AND ELECTRICAL BOXES SHALL BE NO LOWER THAN THE 100 YEAR 24-HOUR FLOOD ELEVATION.  
3. SEASONAL HIGH GROUND WATER ELEVATION 'SH' SHALL BE CONSIDERED THE SAME AS THE TOP OF WET WELL ELEVATION.

DESCRIPTION	SYMBOL	TRANSFORMER ELEVATION	FLOAT ELEVATION
VALVE HIGH-HIGH LEVEL ALARM	I		
HIGH LEVEL ALARM	J		108.30
LAG PUMP ON	L	105.30	
LEAD PUMP ON	M	104.30	
BOTH PUMPS OFF	N	102.80	
LOW LEVEL ALARM	O		101.80

DUPLEX LIFT STATION DIMENSIONS AND ELEVATIONS TABLE      FIGURE WW-12-3  
POLK COUNTY UTILITIES, FLORIDA      OCTOBER, 2013



WHEN THE EXISTING AND PROPOSED SYSTEMS ARE DETERMINED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLGOOD, P.E. (FL)0218. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**EXHIBIT D: FORM OF EASEMENT TO COUNTY**

**(Attached)**



This Instrument prepared under the direction of  
R. Wade Allen, Administrator  
Polk County Real Estate Services  
P.O. Box 9005, Drawer RE-01  
Bartow, Florida 33831-9005  
By: Scott C. Lowery  
Project Name: Bimini Bay  
LDRES-2023-29

Parent Parcel I.D. Nos.: 262502-485750-001170 &  
262502-485751-003610

## POLK COUNTY UTILITIES EASEMENT

THIS POLK COUNTY UTILITIES EASEMENT, made this 24<sup>th</sup> day of July, 2024, between ISLAND CLUB RESORT HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation (the GRANTOR), whose address is 339 Australian Way, Davenport, Florida 33897, and POLK COUNTY, a political subdivision of the State of Florida (the GRANTEE), whose address is P.O. Box 988, Bartow, FL 33831.

WITNESSETH, the GRANTOR, for and in consideration of the sum of one dollar and other valuable consideration paid by GRANTEE, receipt whereof is hereby acknowledged, grants and conveys to GRANTEE, its successors, assigns, licensees, a perpetual Polk County Utilities Easement, as described and illustrated below, which is to be under, over, and across the property situated in Polk County, Florida, more particularly described as:

See Attached Exhibit "A"

for Polk County owned utilities, which may include but is not limited to potable water, reclaimed water and wastewater facilities hereafter on said property, such easement to include (i) the right of free ingress and egress under, over and across said property for the purposes of constructing, installing, repairing, replacing, operating, and maintaining said utilities and (ii) the right to use the private roads and rights-of-way depicted on the plat recorded in Plat Book 127, at Pages 34 through 37 and the plat recorded in Plat Book 137, at Pages 29 through 31, both of the Public Records of Polk County, Florida, for ingress to, and egress from, the property. The GRANTEE is hereby granted the right, privilege, and authority to remove, replace, repair, and enlarge said utilities. The GRANTEE is hereby granted the right, privilege, and authority to trim and remove, as necessary, the roots of trees, shrubs, bushes, and plants that may adversely affect the operation of said utilities.

This grant of easement shall not be construed as a grant of right of way and is limited to a Polk County utilities easement. The GRANTOR shall have the right to use the property subject to the easement granted hereby (the "Easement"), including for improved parking areas, improved roadways, improved driveways, medians and landscaping, which are not inconsistent with the use of the Easement by the GRANTEE for the purposes granted hereby, with prior written approval by the GRANTEE. Inconsistent improvements to the use of the Easement by the GRANTOR for the purposes granted hereby, include, but are not limited to, mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific prior written approval of the GRANTEE, the limited use of trees, walls, foundations and mounded landscaping may be utilized within such area by the GRANTOR.

The GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the GRANTEE. In the event that the GRANTEE performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, the GRANTEE shall be responsible for restoring the disturbed portions of all existing County approved and permitted improvements in as good or better condition than existed prior to the disturbance activity by the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:  
(Signature of two witnesses required by Florida Law)

[Signature]  
Witness  
Print Name Lorenzo Mejia  
Address 605 AUSTRALIAN WAY, DAVENPORT, FL

[Signature]  
Witness  
Print Name MARC POLO  
Address 3534 WIND RIVER RUN  
CLERMONT FL 34711

ISLAND CLUB RESORT  
HOMEOWNER'S ASSOCIATION, INC.,  
a Florida not-for-profit corporation

By: [Signature] President  
Nancy Foryan, President

STATE OF FLORIDA  
COUNTY OF POLK

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of JULY, 2024, by Nancy Foryan, as President of Island Club Resort Homeowner's Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is  personally known to me or who has produced \_\_\_\_\_ as identification.

(Seal)



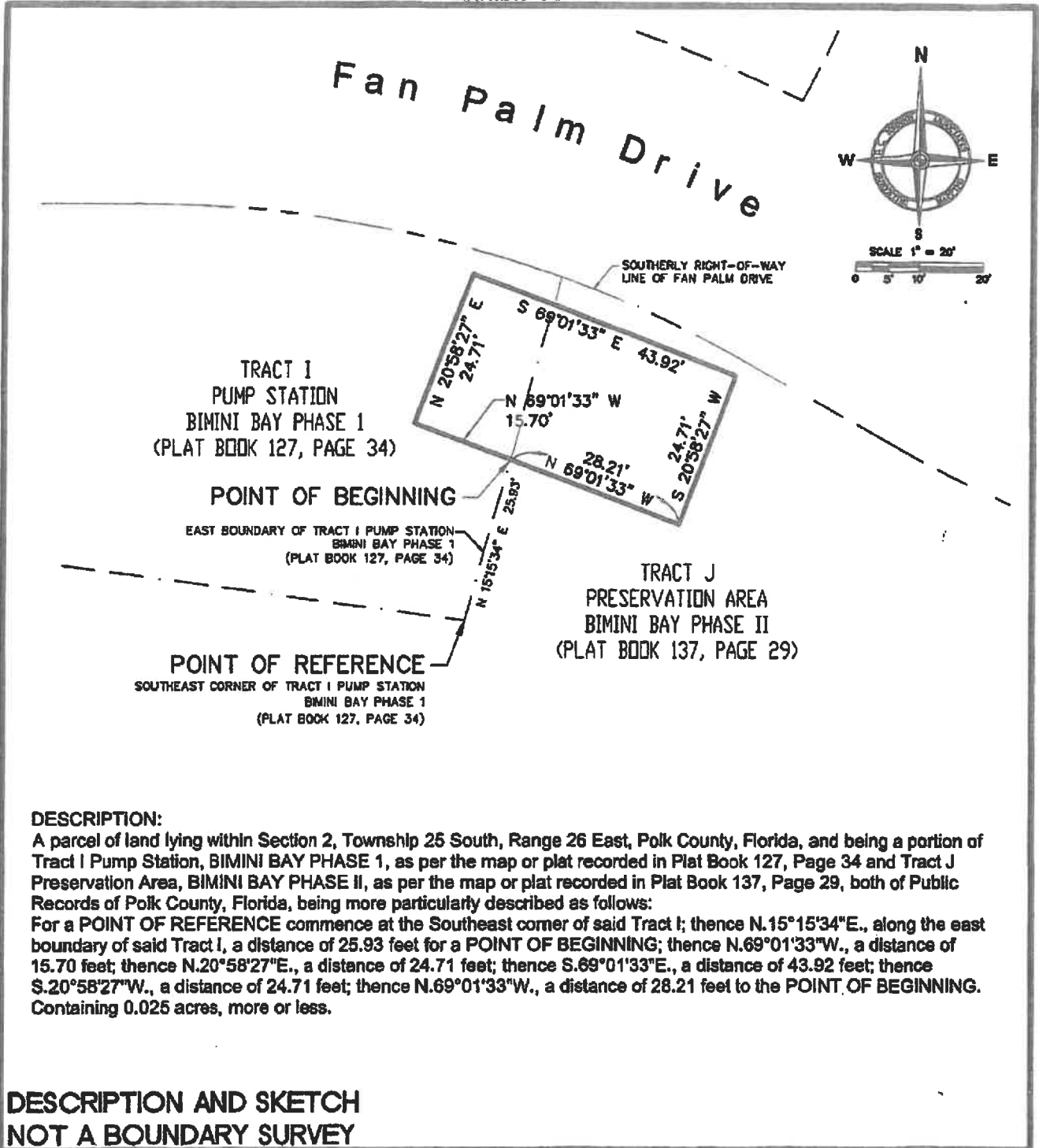
ROBERT B. MULLINS  
Notary Public  
State of Florida  
Comm# HH160812  
Expires 8/3/2025

[Signature]  
Notary Public  
State of Florida at Large

ROBERT B MULLINS  
Printed Name of Notary

Commission No. HH160812  
My commission expires 8/3/25

Exhibit "A"



**DESCRIPTION:**

A parcel of land lying within Section 2, Township 25 South, Range 26 East, Polk County, Florida, and being a portion of Tract I Pump Station, BIMINI BAY PHASE 1, as per the map or plat recorded in Plat Book 127, Page 34 and Tract J Preservation Area, BIMINI BAY PHASE II, as per the map or plat recorded in Plat Book 137, Page 29, both of Public Records of Polk County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Southeast corner of said Tract I; thence N.15°15'34"E., along the east boundary of said Tract I, a distance of 25.93 feet for a POINT OF BEGINNING; thence N.69°01'33"W., a distance of 15.70 feet; thence N.20°58'27"E., a distance of 24.71 feet; thence S.69°01'33"E., a distance of 43.92 feet; thence S.20°58'27"W., a distance of 24.71 feet; thence N.69°01'33"W., a distance of 28.21 feet to the POINT OF BEGINNING. Containing 0.025 acres, more or less.

**DESCRIPTION AND SKETCH  
NOT A BOUNDARY SURVEY**

Corner Monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

**Bimini Bay Tract K  
Lift Station**  
PREPARED FOR  
**Casa Davenport, LLC**

JOB NO: 2022-010001.BGG0004 DRAWN BY: ARC

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the Standards of Practice as set forth by the Florida Board of Geomatics Engineering, Surveying and Mapping, Administrative Code, Chapter 61G02-2.002, Florida Statutes.

Digitally signed by Andrew R. Getz on 6/28/2024 10:17:56-04'00'


Andrew R. Getz  
For D.C. Johnson & Associates, Inc. License Number 7043  
Not valid without the signature and raised seal of a Florida Licensed Surveyor

**JOHNSON ASSOCIATES**  
SURVEYING AND MAPPING  
Florida Licensed Business No. LB 4514  
11911 S. Curley St. San Antonio, FL 33578  
(352) 588-2768 survey@dcjohnson.com  
www.djohnson.com

**EXHIBIT E: OPINION OF PROBABLE COST**

**(To Be Attached)**

**EXHIBIT E**      **BID SUMMARY**

Project: <b>Bimini Bay Tract K - LS</b>						
Date: <b>5/28/2024</b>						
Contractor: <b>Assured Excavating Inc.</b>						
ACCOUNT CODE	ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACTOR QUANTITY	CONTRACTOR UNIT PRICE	CONTRACTOR EXTENDED
<b>General Conditions</b>						
	1	Mobilization	LS	1	\$6,500.00	\$6,500.00
	2	Construction Layout	LS	1	\$4,000.00	\$4,000.00
	3	Certified As-Builts	LS	1	\$3,500.00	\$3,500.00
	4	Silt fence	LF	200	\$1.50	\$300.00
	5	Inlet Protection	EA	5	\$350.00	\$1,750.00
	6	NPDES Compliance (Permit by others)	LS	1	\$3,000.00	\$3,000.00
	7	Geotechnical Testing	LS	1	\$5,000.00	\$5,000.00
	8	MOT	LS	1	\$8,000.00	\$8,000.00
		<b>Subtotal General Conditions</b>				<b>\$32,050.00</b>
		<b>Permits by others</b>				
<b>SITE WORK</b>						
<b>Clearing &amp; Demo</b>						
	1	Demo LS	EA	1	\$15,500.00	\$15,500.00
	2	Demo sewer pipe	LF	42	\$20.00	\$840.00
	3	Remove watermain	LF	60	\$10.00	\$600.00
	4	Remove Reclaim main	LF	60	\$10.00	\$600.00
		<b>Subtotal Clearing &amp; Demo</b>				<b>\$17,540.00</b>
<b>Sewer</b>						
	1	8" PVC pipe	LF	70	\$60.90	\$4,263.00
	2	10" PVC pipe	LF	20	\$84.80	\$1,296.00
	3	Open cut	LS	1	\$19,000.00	\$19,000.00
	4	MOT	LS	1	\$6,500.00	\$6,500.00
	5	14-16 MH	EA	1	\$15,960.00	\$15,960.00
	6	14-16 MH (dog house connection)	EA	1	\$35,615.00	\$35,615.00
	7	14-16 MH (lined)	EA	1	\$22,620.00	\$22,620.00
	8	Various fittings	LS	1	\$2,000.00	\$2,000.00
	9	Testing	LF	90	\$6.35	\$571.50
	10	Dewatering	LF	90	\$14.00	\$1,260.00
		<b>Subtotal Sewer</b>				<b>\$109,685.50</b>
<b>Lift station</b>						
	1	Concrete Lift Station	LS	1	\$591,700.00	\$591,700.00
	2	LS compound	LS	1	\$57,650.00	\$57,650.00
	3	Dewatering	LS	1	\$29,500.00	\$29,500.00
		<b>Subtotal Lift Station</b>				<b>\$678,850.00</b>
<b>Forcemain</b>						
	1	8" PVC pipe	LF	60	\$35.60	\$2,136.00
	2	Connect to pipe	EA	2	\$1,000.00	\$2,000.00
	3	Various fittings	LS	1	\$2,700.00	\$2,700.00
	4	Testing	LS	1	\$2,000.00	\$2,000.00
		<b>Subtotal Forcemain</b>				<b>\$8,836.00</b>
<b>Water</b>						
	1	8" PVC pipe	LF	80	\$39.50	\$3,160.00
	2	Connect to stub	EA	2	\$850.00	\$1,900.00
	3	Temporary jumper	EA	2	\$1,505.00	\$3,010.00
	4	2" LS service w/BFP	EA	1	\$8,050.00	\$8,050.00
	5	Various fittings	LS	1	\$4,500.00	\$4,500.00
	6	Testing	LF	80	\$4.15	\$332.00
		<b>Subtotal Water</b>				<b>\$18,952.00</b>
<b>TOTAL BID</b>						<b>\$866,313.50</b>

**Exclusions:** This proposal excludes bonds, permit fees, irrigation removal of unsuitable material landscape, meters, sieves, and telemetry/RTU/Programming/Antenna. Asphalt leveling course, night work, and overlays, fencing, Brick pavers & ribbon curbs, Masonry wall, Grease Trap, concrete driveways, concrete @ dumpster, dumpster enclosure, Septic system.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> AssuredPartners Northeast, LLC. 100 Baylis Road Suite 300 Melville NY 11747		<b>CONTACT NAME:</b> Dawn Saviano <b>PHONE (A/C No Ext):</b> (631) 465-4000 <b>E-MAIL ADDRESS:</b> dawn.saviano@assuredpartners.com <b>FAX (A/C No.):</b> (631) 465-4005
<b>INSURED</b> Parcel K LLC 515 N Flagler Dr Suite 210 West Palm Beach FL 33401		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United States Liability Insurance Group <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> 25599

**COVERAGES**                      **CERTIFICATE NUMBER:** 2024 GL                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GL 1241359	03/27/2024	03/27/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	GL 1241359	03/27/2024	03/27/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is included as an additional insured as required by written contract including waiver of subrogation.

<b>CERTIFICATE HOLDER</b>  Polk County, a political subdivision of the State of Florida 1011 Jim Keene Blvd. Winterhaven FL 33880	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	---