

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
330 W. Church St.,
Bartow, FL 33830

**INFRASTRUCTURE AGREEMENT
FOR
ELOISE LOOP ROAD STORMWATER IMPROVEMENT**

This INFRASTRUCTURE AGREEMENT (the “**AGREEMENT**”) is made and entered into on the Effective Date (as defined in Section 9, below), by and between BUILDING HOPE SNIVELY AVENUE, LLC., a Florida limited liability company, whose address is 1730 Pennsylvania Avenue NW, Suite 250, Washington, DC 20006 (hereinafter referred to as “**DEVELOPER**”), its successors in title and assigns, and POLK COUNTY, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as “**COUNTY**”). DEVELOPER and COUNTY are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Eloise Loop Road is a public roadway owned and maintained by COUNTY for public use; and

WHEREAS, BUILDING HOPE SNIVELY AVENUE, LLC is the owner and developer of certain real property (Cypress Junction Montessori) located in Polk County, Florida, described and depicted on the attached Exhibit “A,” which is adjacent to and has access to Eloise Loop Road; and

WHEREAS, DEVELOPER proposes to construct certain roadway improvements to the County Road system and provide access to Eloise Loop Road in association with their development project (LDROW-2025-28) under review by Polk County; and

WHEREAS, the COUNTY laws and policies governing access to the County road system at the time of the execution of this Agreement are referenced in Chapter 7 of the Polk County Land Development Code (LDC); and

WHEREAS, the Parties desire to enter into this Agreement to establish the respective rights and obligations of DEVELOPER and COUNTY in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

RECITALS AND AGREEMENT CONDITIONS

1. **Recitals.** The Recitals stated above are an integral part of this AGREEMENT and are incorporated herein by reference as if fully set forth herein.

2. **Construction**

2.1 DEVELOPER shall design, engineer, permit, and construct roadway improvements in accordance with the approved plans (LDROW-2025-28 for reference) incorporated into this AGREEMENT as Exhibit “B” (the “**Roadway Improvements**”). DEVELOPER shall bear full responsibility for payment of all financial obligations for the Roadway Improvements, including design and permitting costs. The Roadway Improvements include, without limitation, the following:

A. Installation of storm drain improvements including new inlet, approximately 700 lineal feet of 30” RCP pipe, approximately 50 lineal feet of 18” RCP pipe, 30” mitered end section, rip rap rubble, dewatering and cleaning/tv of storm.

2.2 All construction activities and completed improvements must be inspected by the COUNTY prior to acceptance and ownership.

3. **Plans, Specifications, and Permits**

3.1. Prior to construction of the Roadway Improvements, DEVELOPER shall be responsible for preparing and submitting to the COUNTY plans and specifications for the Roadway Improvements (“**Plans and Specifications**”). The COUNTY will review the Plans and Specifications and will advise DEVELOPER in writing of any proposed changes to the Plans and Specifications within thirty (30) days of submission by DEVELOPER. Any resubmittals of the Plans and Specifications as a result of changes required by the COUNTY shall be reviewed and responded to by the COUNTY within twenty (20) days after such resubmittal by DEVELOPER. Once approved, the final Plans and Specifications shall become a material part of this AGREEMENT and shall be used by DEVELOPER to obtain bids for construction of the Roadway Improvements.

3.2. The Plans and Specifications for the Roadway Improvements may be modified through the mutual agreement of DEVELOPER and the COUNTY through the permitting processes, and by change order as actual construction of the Roadway Improvements progresses. Proposed modifications will be provided by DEVELOPER to the COUNTY

for review. To be effective and binding against the COUNTY, however, any and all such modifications and change orders must be in writing, executed by the COUNTY and DEVELOPER.

3.3 DEVELOPER shall design and construct the Roadway Improvements in a manner sufficient to satisfy the applicable government permitting requirements. It will be the responsibility of DEVELOPER to obtain any permits from any other governmental entity required for the construction of the Roadway Improvements.

3.4 It will be the responsibility of DEVELOPER, at DEVELOPER'S expense, to obtain any and all environmental survey, environmental permits, and environmental mitigation for the Roadway Improvements, if necessary.

4. **Construction of Roadway Improvements**

4.1 DEVELOPER agrees to use a competitive bidding process in retaining a contractor to construct the Roadway Improvements. The COUNTY will have the right to review the competitive bidding process utilized by DEVELOPER and shall additionally have the right to review all bids received. In the event that the COUNTY reasonably determines that the bidding process is insufficient or that the proposed number of construction days to complete the Roadway Improvements is not reasonable, the COUNTY may require DEVELOPER to reject all bids and re-bid all or a portion thereof as applicable. If DEVELOPER refuses to reject the bids and re-bid, the COUNTY shall have the option to terminate this AGREEMENT including terminating any obligation of the COUNTY to reimburse or provide Credits to DEVELOPER. After receipt of responsive bids, DEVELOPER shall select the lowest priced responsive and responsible bidder, notify the COUNTY of the bidder selected, and enter into a Contract for Construction of the Improvements (the "**Construction Contract**") with the selected contractor. Upon execution of a final Construction Contract, DEVELOPER will provide a copy of the Construction Contract to the COUNTY Roads and Drainage Department.

4.2 DEVELOPER shall not begin construction on the Roadway Improvements until a written Notice to Proceed has been provided to DEVELOPER which shall not be unreasonably withheld, conditioned or delayed.

4.3 Prior to the commencement of construction and after the written Notice to Proceed has been provided to DEVELOPER, DEVELOPER shall schedule, notice, and attend a pre-construction conference with DEVELOPER'S engineer, DEVELOPER'S contractor, COUNTY Roads and Drainage Department, and all involved utility companies. The DEVELOPER agrees to provide notice of the meeting at least seven (7) days in advance of such meeting so as to allow the relevant parties and entities to attend.

4.4 The COUNTY may periodically inspect and monitor the work site during construction of the Roadway Improvements. If, during construction, the COUNTY finds the work, materials, or equipment are defective, the COUNTY will give DEVELOPER written notice of the defect and DEVELOPER agrees to correct the defective condition, if

commercially reasonable, within thirty (30) days of DEVELOPER'S receipt of such notice. If DEVELOPER fails to correct the deficiency the COUNTY may take any action necessary on DEVELOPER'S behalf, including correcting the deficiency, removing deficiencies, or utilizing COUNTY'S contractor to complete the work.

4.5 Upon completion of the work in accordance with the Plans and Specifications, DEVELOPER shall furnish a set of record drawings certified by the Engineer of Record that the Roadway Improvements have been completed in general conformance with the Plans and Specifications, as the same may be modified in accordance with the terms of this AGREEMENT. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information and belief all materials entering into the work are in general conformance with the plans, or otherwise conform to or meet generally accepted professional practices. DEVELOPER shall also prepare and submit, at its cost, any required certifications to permitting agencies. In addition, DEVELOPER shall, at such time, provide the COUNTY with copies of records from the Transportation Improvement Project as each may request, including, but not limited to, Engineer of Record sealed Record Drawings.

4.6 The Roadway Improvements shall be completed within one year of the Effective Date, unless a later date is mutually agreed to by the parties, which agreement shall not be unreasonably withheld. DEVELOPER shall provide the COUNTY a monthly construction management status report during the term of this AGREEMENT. Upon completion of the Roadway Improvements, DEVELOPER shall notify the COUNTY, in writing, of the completed construction, so that the construction and improvements may be inspected for final acceptance, approval and ownership of the COUNTY.

5. **Reimbursement**

5.1 The DEVELOPER has estimated the total cost to the COUNTY for the Roadway Improvements to be **\$62,799.08**.

5.2 COUNTY shall reimburse DEVELOPER in cash up to a maximum amount not to exceed **\$62,799.08** for the Roadway Improvements.

5.3 DEVELOPER shall submit invoices to the COUNTY with backup documentation justifying the request for payment on the invoice, including, without limitation, detailed construction costs, copies of payments to the contractor and subcontractors, release of liens, etc. Upon receipt of an invoice, COUNTY shall review the invoice and may request any additional documentation that is needed to ensure that the invoice is complete. Once the COUNTY determines the invoice and backup documentation to be complete, the COUNTY shall have 45 days submit payment to DEVELOPER (See Exhibit "D").

6 Completion; Ownership

6.1 Upon completion of the Roadway Improvements, DEVELOPER shall submit all construction and financial information necessary to ensure that Roadway Improvements have been properly constructed in accordance with COUNTY standards and all the contractors and subcontractors have been paid in full. Such documentation shall include, without limitation, acceptable “as-built” drawings, detailed construction costs and invoices, copies of payments to the contractor, release of liens, etc. Additionally, this written documentation shall comply with all requirements and conditions of approval set forth in the final order for LDROW-2025-28, the **Cypress Junction Montessori, Public Charter School** project, or any replacement development application for such project. Upon receipt of all such documentation, COUNTY shall have 30 days to review this documentation to ensure that it is complete; and may request any additional documentation that is needed. Once the documents have been determined to be complete, the documents for the Roadway Improvements will be presented to the COUNTY for acceptance and ownership.

6.2 It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of COUNTY. Neither granting of the permission to use COUNTY right of way nor the placing of facilities upon COUNTY property shall operate to create or vest any property right to or in the DEVELOPER. The DEVELOPER shall not acquire any right, title, interest or estate in COUNTY right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, without limitation, the DEVELOPER’S use, occupancy or possession of COUNTY right of way.

7 **Warranty Period** DEVELOPER shall warrant the Roadway Improvements from any and all defects for a period of one year from the date in which COUNTY accepts these improvements for ownership and maintenance through a written instrument acceptable to the COUNTY. If the warranty period has not been completed prior to the expiration of this Agreement, the warranty period shall survive the expiration and shall continue until the one-year period is completed.

8 **Notices** Whenever either party desires to give notice to the other, it must be given by written notice 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:

Notice to COUNTY shall be:

County Manager
Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

with a copy to:

County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

Polk County Office of Planning and Development
ATT: Concurrency & Entitlements Manager
330 West Church Street
Bartow, FL 33830

Polk County Roads & Drainage Division
ATT: Roads & Drainage Director
3000 Sheffield Road
Winter Haven, FL 33880

Notice to DEVELOPER shall be:

BUILDING HOPE SNIVELY AVENUE, LLC
Attn: Daniel Kessler
1730 Pennsylvania Avenue NW, Suite 250
Washington, DC 20006

- 9 **Effective Date** The Effective Date of this Agreement shall be the date in which COUNTY executes this AGREEMENT.
- 10 **Expiration** This AGREEMENT shall automatically expire 30 days after COUNTY has issued reimbursement to DEVELOPER for the roadway improvements. The date on the COUNTY check shall be the date in which the 30-day time period begins.
- 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 **Termination** COUNTY may terminate this Agreement, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of the DEVELOPER to fulfill its obligations under this Agreement, subject to the cure period set forth in Section 11, by delivering written notice to the DEVELOPER. Upon receipt of such notice, DEVELOPER shall:

12.1 Immediately discontinue construction of all affected Roadway Improvements unless the notice directs otherwise; and

12.2 Deliver to COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the DEVELOPER in performing this Agreement, whether completed or in process.

12.3 Unless in dispute or subject to COUNTY'S right of set-off or other remedy, DEVELOPER shall be paid for the construction of Roadway Improvements actually rendered through the date of termination.

12.4 The rights and remedies of COUNTY provided for in this Section 12 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

13 **Limitation of Liability** IN NO EVENT, SHALL 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 COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

14 **Indemnification** DEVELOPER shall indemnify, defend (by counsel reasonably acceptable to COUNTY), protect and hold harmless 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 therefrom) arising out of or resulting from the design, permitting and installation of the Roadway Improvements 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 provisions of this Section 14 shall survive the expiration or earlier termination of this AGREEMENT.

15 **Insurance**

15.1. DEVELOPER shall maintain or cause its agents and contractors who participate in the design, permitting and installation of the Roadway 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 15.2., below.

15.2. DEVELOPER shall maintain or cause its agents and contractors who participate in the design, permitting and installation of the Roadway Improvements to acquire and maintain the following types of insurance with at least the following minimum limits of liability: Commercial General Liability: \$2,000,000.00 per occurrence; Comprehensive Automobile Liability \$1,000,000.00 per occurrence; and Workers Compensation Statutory Limits; and Employers Liability \$1,000,000.00.

15.3. 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. 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 COUNTY.

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

16 **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.

17 **Release** For and in consideration of the mutual agreements set forth herein, the DEVELOPER agrees the terms and conditions of this AGREEMENT are reasonable under the totality of the circumstances, and DEVELOPER for itself, and on behalf of its successors, assigns or trustees,

and anyone claiming by, through, or under any of them, do hereby fully waive, release and forever discharge the COUNTY from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. DEVELOPER acknowledges and agrees that its agreement to this release is a material inducement to the COUNTY to enter into this AGREEMENT. The Parties agree that this release is to the specific causes of action listed and not be deemed a release of any non-listed causes of action to which the DEVELOPER may be entitled.

- 18 **Attorney's Fees and Cost** Except as noted in Section 14 above, 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.
- 19 **Recordation** Within fourteen (14) days after the Parties execute this Agreement, the COUNTY shall record this AGREEMENT in the Public Records of Polk County, Florida. If this AGREEMENT is amended, canceled, modified, or extended, the COUNTY shall also record such action in the public records of Polk County.
- 20 **Modification** This AGREEMENT may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.
- 21 **Integration** This AGREEMENT sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein.
- 22 **Counterparts** This AGREEMENT may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.
- 23 **Attachments** All attachments or exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
- 24 **Governing Law; Venue** This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Polk County including, but not limited to the Polk County Comprehensive Plan, Land Development Code and Utility Code, and any amendments thereto in effect as of the Effective Date of this Agreement. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

- 25 **Binding Effect; Assignment** This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto. DEVELOPER may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of COUNTY. COUNTY has the sole discretion and authority to grant or deny proposed assignments, with or without cause.
- 26 **Days** The term days in this Agreement shall mean calendar days, unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal holiday.
- 27 **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.
- 28 **Public Records** In accordance with Section 119.0701, Florida Statutes, DEVELOPER (the “Contractor” for purposes of this section) agrees to comply with the following public records laws:
- (a) The Contractor acknowledges the COUNTY’S obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this AGREEMENT. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this AGREEMENT. In association with its performance pursuant to this AGREEMENT, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
 - (b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - (1) keep and maintain public records required by the COUNTY to perform the services required under this AGREEMENT;
 - (2) upon request from the COUNTY’S Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this AGREEMENT and following completion of this AGREEMENT if the Contractor does not transfer the records to the COUNTY; and
- (4) upon completion of this AGREEMENT, transfer, at no cost, to the COUNTY all public records in possession of the Contractor or keep and maintain public records required by the COUNTY to perform the service. If the Contractor transfers all public records to the COUNTY upon completion of this AGREEMENT, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this AGREEMENT, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

29. Employment Eligibility Verification (E-Verify).

29.1. Unless otherwise defined herein, terms used in this Section 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.

29.2. Pursuant to Section 448.095(5), Florida Statutes, the DEVELOPER, 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 DEVELOPER or subcontractor. The DEVELOPER acknowledges and agrees that (i) COUNTY and the DEVELOPER may not

enter into this Agreement, and the DEVELOPER 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 COUNTY may treat a failure to comply as a material breach of this Agreement.

29.3. By entering into this Agreement, the DEVELOPER 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 DEVELOPER 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 DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of 1 year after the date of termination. The DEVELOPER shall be liable for any additional costs incurred by COUNTY as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

30. **Letter of Credit.** Within sixty (60) days of the Effective Date, so long as DEVELOPER has not completed the Roadway Improvements and presented said improvements to COUNTY for its final inspection, acceptance, ownership and approval, in accordance with the terms of this Agreement, DEVELOPER shall provide an irrevocable standby Letter of Credit ("LOC") payable to COUNTY in the amount of one hundred ten percent (110%) of the cost to construct the Roadway Improvements, as stated in Exhibit "B." The LOC shall be issued by a financial institution qualified to do business in the State of Florida with a branch office in Polk County having normal banking business hours. The LOC's initial-expiration date must not be less than one year from the Effective Date of this AGREEMENT and must contain a provision for automatic renewal until the Roadway Improvements have been accepted for ownership and maintenance by COUNTY. COUNTY shall release the LOC upon DEVELOPER satisfactorily completing the Roadway Improvements and providing all record drawings to COUNTY. In the event DEVELOPER fails to complete the Roadway Improvements by the time specified in Section 4.6 above, COUNTY shall have the right but not the obligation to draw on the LOC.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

POLK COUNTY, a political subdivision of the State of Florida

(SEAL)

ATTEST:

Stacy M. Butterfield, County Clerk

By: _____
Martha Santiago, Chairperson
Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

Approved by County Attorney's Office
As To Form and Legal Sufficiency

By: _____

WITNESSES

BUILDING HOPE SNIVELY AVENUE, LLC
a Florida limited liability company

Signature

BY: _____

Print Name

Print Name: _____

Address

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument is hereby acknowledged before me this ____ day of _____, 2026, by _____, as _____, of Building Hope Snively Avenue, LLC, a Florida limited liability company, on behalf of said company by means of () physical presence or () online notarization () who is personally known to me or () who has produced a driver's license as identification.

NOTARY PUBLIC: _____

(Seal)

My Commission Expires: _____

EXHIBIT LIST

Exhibit A – Legal Description

Exhibit B – Roadway Improvements Approved Plans

Exhibit C – Cost Estimate of Improvement

Exhibit D – County Reimbursement Requirements

Exhibit E – Human Trafficking Affidavit

Exhibit "A" – Legal Description

DESCRIPTION:

A parcel of land lying within Section 9, Township 29 South, Range 26 East, Polk County, Florida, being more particularly described as follows:
 For a POINT OF REFERENCE commence at the Northwest corner of said Section 9; thence along the North boundary thereof, N.89°47'19"E., a distance of 21.14 feet to the East right-of-way line of Croton Road as shown on Polk County Maintained Right-of-Way Map, recorded in Map Book 14, Page 26, of the public records of Polk County, Florida, thence along said East right-of-way line, S.00°35'33"E., a distance of 304.85 feet to the East right-of-way line of Snively Avenue as depicted on State Road Department Right-of-Way Map, Project Number 1659-250; thence along said East right-of-way line the following two (2) courses: 1) S.29°02'01"E., a distance of 596.91 feet; 2) S.31°43'03"E., a distance of 810.18 feet to the Northerly right-of-way line of Eloise Loop Road as shown on Polk County Maintained Right-of-Way Map No. 540-A; thence along said Northerly right-of-way line, S.40°44'03"E., a distance of 354.48 feet for a POINT OF BEGINNING; thence continue S.40°44'03"E., a distance of 1,036.90 feet to a non-tangent point of curvature; thence Southeasterly 145.45 feet along the arc of a curve to the left, said curve having a radius of 169.22 feet, a central angle of 49°14'47", and a chord bearing and distance of S.66°40'48"E., 141.01 feet; thence along a line non-tangent to said curve, N.89°24'58"E., a distance of 432.95 feet to the Westerly right-of-way line of CSX Railroad as depicted on the plat of HARMONY ON LAKE ELOISE, PHASE 2, RECORDED IN Plat Book 205, Page 26, of the Public records of Polk County, Florida; thence along said Westerly right-of-way line, N.36°57'02"W., a distance of 11.58 feet; thence N.88°57'26"W., a distance of 379.22 feet to a point of curvature; thence Northwesterly 214.04 feet along the arc of a curve to the right, said curve having a radius of 250.00 feet, a central angle of 49°03'18", and a chord bearing and distance of N.64°25'47"W., 207.56 feet; thence N.39°54'08"W., a distance of 170.55 feet; thence N.41°02'12"W., a distance of 705.17 feet; thence N.53°39'57"W., a distance of 115.84 feet to the POINT OF BEGINNING.
 Containing 0.87 acres, more or less.

**DESCRIPTION AND SKETCH
 NOT A BOUNDARY SURVEY**

**SHEET 1 OF 2
 SEE SHEET 2 FOR SKETCH**

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.

**BUILDING HOPE
 ROW DEDICATION**

PREPARED FOR
Kimley Horn

JOB NO: 2024-104A01.00003 | DRAWN BY: RR

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 Professional Surveying, Chapter 5J-17, Florida Administrative Code, and the Florida Statutes.

Andrew R. Getz
 State of Florida
 License No. 12714
 Digitally signed by Andrew R. Getz
 Date: 2024.05.06 13:32:11 -05'00'

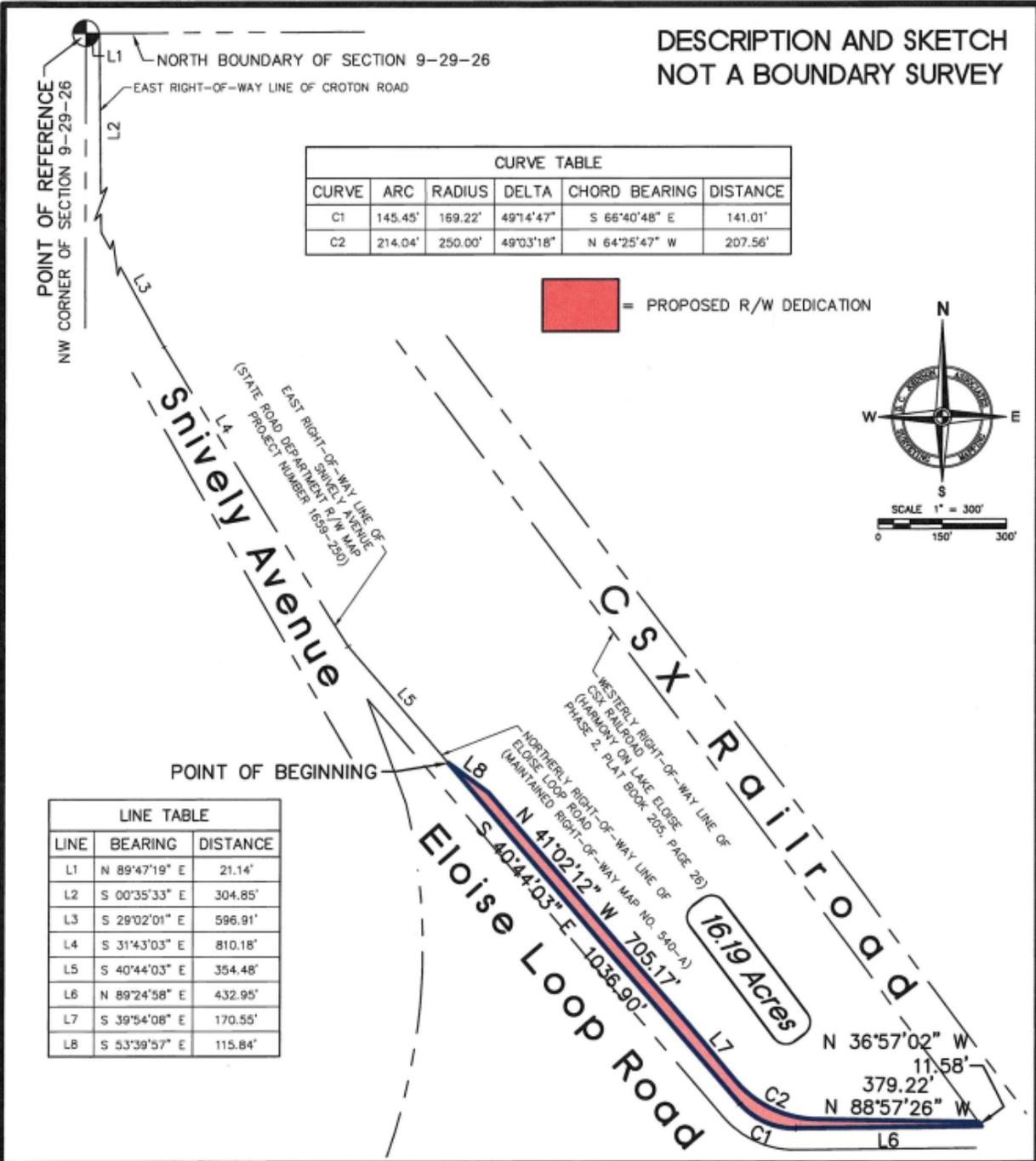
Andrew R. Getz
 For D.C. Johnson & Associates, Inc. License Number 704.
 Not valid without the signature and raised seal of a Florida Licensed Surveyor



D.C. JOHNSON ASSOCIATES
SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
 11911 S. Curley St. San Antonio, FL 33576
 (352) 588-2768 survey@dcjohnson.com
 www.dcjohnson.com

DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY



CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	145.45'	169.22'	49°14'47"	S 66°40'48" E	141.01'
C2	214.04'	250.00'	49°03'18"	N 64°25'47" W	207.56'

= PROPOSED R/W DEDICATION



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°47'19" E	21.14'
L2	S 00°35'33" E	304.85'
L3	S 29°02'01" E	596.91'
L4	S 31°43'03" E	810.18'
L5	S 40°44'03" E	354.48'
L6	N 89°24'58" E	432.95'
L7	S 39°54'06" E	170.55'
L8	S 53°39'57" E	115.84'

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.

**BUILDING HOPE
SOUTH PARCEL**
PREPARED FOR
Kimley Horn
JOB NO: 2024-104A01.00003 DRAWN BY: RR

**SKETCH ONLY
NOT A BOUNDARY SURVEY**

SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33576
(352) 588-2768 survey@dcjohnson.com
www.djohnson.com

Exhibit "B" – Roadway Improvements Approved Plans
(See Polk County approved plans for LDROW-2025-28)



PROJECT LOCATION

CONSTRUCTION DOCUMENTS

FOR

CYPRESS JUNCTION

MONTESSORI

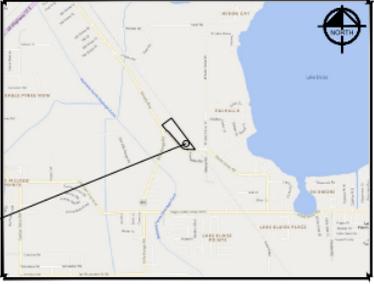
June 23, 2025

807 SNIVELY AVENUE
POLK COUNTY, FLORIDA

PARCEL ID'S: 26-29-04-000000-044020



Sheet Number	Sheet Title
C-000	COVER SHEET
C-001	GENERAL NOTES
C-002	AERIAL PLAN
C-003	DEMOLITION AND EROSION CONTROL PLAN
C-004	DEMOLITION AND EROSION CONTROL NOTES
C-005	OVERALL SITE PLAN
C-00-C-01	SEE PLAN
C-06	ROADWAY STRIPING PLAN
C-04	ROADWAY SIGNAGE PLAN
C-020	OVERALL DRAINAGE PLAN
C-02-C-01	ORLANDO AND CANNONVILLE PLAN
C-08	POND 100 SECTION
C-04	POND 200 SECTION
C-05	STRUCTURE DATA TABLE
C-05-C-004	ROAD WIDENING SECTIONS
C-09	PAVING PLAN
C-020	OVERALL UTILITY PLAN
C-02-C-002	UTILITY PLAN
C-02-C-003	CITY UTILITY PLAN AND PROFILES
C-02-C-007	CITY UTILITY PLAN AND PROFILES
C-02-C-004	CITY OF WINTER HAVEN UTILITY DETAILS
C-000	DETAILS



VICINITY MAP
NT&R

SECTION: 9&4
TOWNSHIP: 29S
RANGE: 26E

PROJECT TEAM

DEVELOPER/OWNER: BUILDING HOPE PREDEVELOPMENT, LLC	CIVIL ENGINEER: KINLEY HORN AND ASSOCIATES, INC.
ARCHITECT: KINLEY HORN ARCHITECTS	SURVEYOR: DC JOHNSON AND ASSOCIATES, INC.
UTILITY PROVIDERS:	GATV: CANTER COMMUNICATIONS
WATER/WASTEWATER: CITY OF WINTER HAVEN	CATV/COMMUNICATION LINES: PRECISSION COMMUNICATIONS

COVER SHEET

MONTESSORI FOR BUILDING HOPE PREDEVELOPMENT, LLC

SHEET NUMBER: C-000

Exhibit “C” – Cost Estimate of Improvements

Engineer's Preliminary Opinion of Probable Cost Estimate (ROW Storm)

7/14/2025

Building Hope - Offsite Storm Eloise Loop Road, Winter Haven, FL

ITEM NUMBER	LINE ITEM	QTY	UNIT	UNIT PRICE	TOTAL COST
	18" RCP	51	LF	\$84.36	\$4,302.36
	30" RCP Upsize (difference over 707 lf)(\$114,378.46 - \$81,630.22)	1	LS	\$32,748.24	\$32,748.24
	Type D Inlet	1	EA	\$5,688.98	\$5,688.98
	24" upsize to 30" Mitered End Section Difference	1	EA	\$1,908.38	\$1,908.38
	Rip Rap Rubble (50% of total)	604	SF	\$8.36	\$5,049.44
	Clean and TV Storm (~\$8.10/LF based on total pipe LF)	51	LF	\$8.10	\$413.10
	Dewatering for pipe installation (~\$43.57/LF based on total pipe LF)	51	LF	\$43.57	\$2,222.07
Notes:				SUBTOTAL	\$52,332.57
Design is working and preliminary cost estimate should be considered subject to change upon further information during design and review				CONTINGENCY (20%)	\$10,466.51
Preliminary Estimate does not consider other private utility extensions				TOTAL	\$62,799.08
Internal site sidewalk quantities for entrances and at Amenity only					
Final median and signal design subject to final approval and subject to change					
Disclaimer:					
The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Preliminary Opinions of probable costs provided herein are based on the FDOT's Pay Item Cost History using 12 month State Wide Average and contractor bid estimate. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.					

Exhibit “D” – County Reimbursement Requirements

COUNTY REIMBURSEMENT REQUIREMENTS

1. The DEVELOPER will be required to register with the County as a Vendor to allow for payment. Registration can take place as the following website:

www.polk-county.net/business/procurement/vendor-information/

2. The DEVELOPER must submit pay requests that matches the fee schedule or exhibit that corresponds with agreement.
3. Back-up documentation must include copies of invoices or pay apps from contractor and or subcontractors.
4. The DEVELOPER must submit cleared payments. The County will only accept copy 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. If more than one invoice is paid out of one check or ACH transaction, the DEVELOPER shall provide an explanation that links the individual payments to the invoices being submitted i.e. via internal document or spreadsheet, so the payment is easily identifiable to the auditor.
5. The County has 45 days from receipt of pay request to make payment. If the pay request is returned due to errors or incomplete documentation, the 45 day clock will start over again from the date of resubmission.
6. Impact Fee Credits: If impact fee credits are included in the agreement, Roads and Drainage will initially review the pay application. Once review is complete, the pay application will be forwarded to the Office of Planning and Development Fiscal Manager for issuance of impact fee credits. For further information, the Office of Planning and Development Fiscal Manager can be reached at 863-534-6460.

Any questions can be directed to the Roads and Drainage Fiscal Section by calling 863-535-2200 and ask for the DEVELOPER Agreement Reimbursement Coordinator.

Exhibit “E” – Human Trafficking Affidavit

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a non-governmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true. Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

SIGNATURE

PRINT NAME

TITLE

DATE