

This Instrument Prepared By:

Sandra B. Howard, Esq
Polk County Attorney's Office
330 W. Church St.,
Bartow, FL 33830

**INFRASTRUCTURE AGREEMENT
FOR NORTH RIDGE TRAIL
(Deen Still Road to Laurel Estates Phase 2)**

This INFRASTRUCTURE AGREEMENT (the “**AGREEMENT**”) is made and entered into on the Effective Date (as defined in Section 9, below), by and between EASTGROUP PROPERTIES, INC., a Maryland corporation, whose address is 2966 Commerce Park Drive, Ste 450, Orlando, FL 32819 (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 “**POLK COUNTY**”). DEVELOPER and POLK COUNTY are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Deen Still Road is a public roadway owned and maintained by POLK COUNTY for public use; and

WHEREAS, DEVELOPER is acquiring or has acquired and will develop that real property (the “**Property**”) located in Polk County, Florida, identified as Parcel Number 26-26-01-000000-031010 and depicted on the attached Exhibit “A,” which is adjacent to and has access to Deen Still Road; and

WHEREAS, DEVELOPER proposes to construct certain roadway and access improvements to the County road system and provide access to the Property; and

WHEREAS, POLK COUNTY proposes to construct various intersection and signalization improvements to the County road system at the intersection of Deen Still Road and North Ridge Trail (the “**Intersection Improvements**”)

WHEREAS, the POLK 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 POLK 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** DEVELOPER shall design, engineer, permit, and construct roadway improvements in accordance with the proposed plans incorporated into this AGREEMENT and conceptually depicted as Exhibit “B” (the “**Roadway Improvements**”). Except as set forth in Section 5 below, DEVELOPER shall bear the 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:

2.1 The Roadway Improvements shall consist of the design, permitting and construction of approximately 2,400 linear feet of an 80-foot wide public right-of-way called Northridge Trail running perpendicular to Deen Still Road and adjoining the Property.

2.2 Constructing all associated infrastructure for the Roadway Improvements, including, without limitation, drainage, sidewalks, landscaping, signage, lighting, and utility extensions and relocations.

2.3 All construction activities shall 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 for approval plans and specifications for the Roadway Improvements (“**Plans and Specifications**”). The approved 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 relating only to the Roadway Improvements, if necessary.

4. **Construction of Transportation Improvements**

4.1 DEVELOPER agrees to enter into a Contract for Construction of the Roadway Improvements with the selected contractor and use the construction contract agreed upon by the COUNTY in retaining a contractor to construct the Roadway Improvements (the "**Construction Contract**") as attached as "**Exhibit C**". Upon execution of a final Construction Contract, DEVELOPER will provide a copy of the Construction Contract to the Polk 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, Polk 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 (plus such additional time as may be reasonably necessary provided DEVELOPER commences such cure within thirty (30) days and diligently pursues same to completion). 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 specific records from the Roadway Improvements as each may request, including, but not limited to, Engineer of Record sealed Record Drawings.

4.6 The Roadway Improvements shall be completed within two (2) years of the pre-construction conference required under Section 4.3 above, except for delays caused by reasons beyond DEVELOPER'S reasonable control, or unless a later date is mutually agreed to by the parties, which agreement shall not be unreasonably withheld, conditioned or delayed. 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 and acceptance by the COUNTY.

5. Reimbursement

5.1 POLK COUNTY and DEVELOPER have estimated the total costs for the Roadway Improvements to be \$4,181,255.

5.2 POLK COUNTY shall reimburse DEVELOPER up to a maximum amount not to exceed \$4,181,255 for the Roadway Improvements.

5.3 DEVELOPER shall reimburse POLK COUNTY \$263,804.00 for the redesign costs of the Roadway Improvements.

5.4 If the Roadway Improvements require POLK COUNTY to acquire additional right-of-way from the Property in order to effectuate the Intersection Improvements, then DEVELOPER shall convey to POLK COUNTY a portion of the Property not to exceed 7,500 square feet.

5.5 DEVELOPER shall submit invoices to the COUNTY, but no more often than once per calendar month, 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, POLK 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 be in accordance with the requirements of the approval given by POLK COUNTY for the development of the Property. Upon receipt of all such documentation, POLK 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 Polk County Board of County Commissioners 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 POLK COUNTY. Neither granting of the permission to use POLK COUNTY right of way nor the placing of facilities upon POLK 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 POLK 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 POLK 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 POLK 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. A notice shall be deemed to be effective (a) when delivered personally, (b) if sent by registered or certified mail, at the time the delivery is indicated on the duly completed United States Postal Service return receipt, or (c) if sent by overnight delivery service, the time of package delivery as indicated on the records of or certificates provided by the overnight delivery service. 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 POLK COUNTY shall be:

Chairman
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: Concurrence & 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:

Eastgroup Properties, Inc.
2966 Commerce Park Drive, Ste 450
Orlando, FL 32819

- 9 **Effective Date** The Effective Date of this Agreement shall be the date in which POLK COUNTY executes this AGREEMENT.

- 10 **Expiration** This AGREEMENT shall automatically expire 30 days after POLK COUNTY has issued the final reimbursement to DEVELOPER for the Roadway Improvements. The date on the POLK COUNTY check shall be the date in which the 30-day time period begins. Upon expiration of this AGREEMENT either party may request from the other party execution of a termination and release of the AGREEMENT in writing, to be recorded in the public records of Polk County.
- 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 (plus such additional time as may be reasonably necessary provided the defaulting party commences such cure within thirty (30) days and diligently pursues same to completion), 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 EITHER PARTY BE LIABLE TO THE OTHER PARTY 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 **Indemnification** 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, reasonable 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 negligent 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 13 shall survive the expiration or earlier termination of this AGREEMENT.
- 14 **Insurance**

14.1. 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.

14.2. 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.

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 the 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 signed by the waiving party. 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 **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.

- 17 **Attorney's Fees and Cost** Except as noted in Section 13 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.
- 18 **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.
- 19 **Modification** This AGREEMENT may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.
- 20 **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.
- 21 **Counterparts; Electronic Signatures** This AGREEMENT may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement. Telecopied signatures or electronically transmitted signatures may be used in place of original signatures on this AGREEMENT. The parties intend to be bound by the signatures on the telecopied document or electronic transmission, are aware that the other party will rely on such signatures, and hereby waive any and all defenses to the enforcement of the terms of this AGREEMENT based on the form of signature.
- 22 **Attachments** All attachments or exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
- 23 **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.

- 24 **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 POLK COUNTY, which consent shall not be unreasonably withheld, conditioned or delayed.
- 25 **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.
- 26 **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.
- 27 **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) the 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 the 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. Unless in dispute or subject to POLK 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. 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 the 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. **Financial Guaranty.** Within sixty (60) days of the Effective Date, Developer shall post a performance bond to Polk County in the amount of one hundred ten percent (110%) of the cost to construct the Roadway Improvements. The bond'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 Polk County. Polk County shall release the performance bond upon Developer satisfactorily completing the Roadway improvements and providing all record drawings to Polk County. In the event Developer fails to complete the Roadway Improvements, Polk County shall have the right but not the obligation to file a claim against the bond. The surety on the bond shall be a surety company authorized to do business in the State of Florida. The bond shall be payable to "Polk County, a political subdivision of the State of Florida" and conditioned for the prompt, faithful, and efficient performance of this Agreement according to plans and specifications and within the time period specified, and for the prompt payment of

all persons furnishing labor, material, equipment, and supplies for work provided under this Agreement.

[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.

DULY PASSED AND ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS, THIS _____ DAY OF _____, 2025.

POLK COUNTY, a Political Subdivision of the State of Florida

(SEAL)

ATTEST:

Stacy M. Butterfield, County Clerk

By: _____
T.R. Wilson, Chairperson
Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

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

By: _____

WITNESSES

EASTGROUP PROPERTIES, INC.,
a Maryland corporation

Signature

By: _____

Print Name

Print Name: _____

Address

Title: _____

Date: _____

Signature

Print Name

Address

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument is hereby acknowledged before me this ____ day of _____, 20____, by _____, as _____, of EASTGROUP PROPERTIES, INC., a Maryland corporation, 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 – General Location

Exhibit B – Roadway Improvement

Exhibit C – Cost Estimate of Improvement

Exhibit D – County Reimbursement Requirements

Exhibit E – Human Traffic Affidavit

Exhibit “A” – General Location

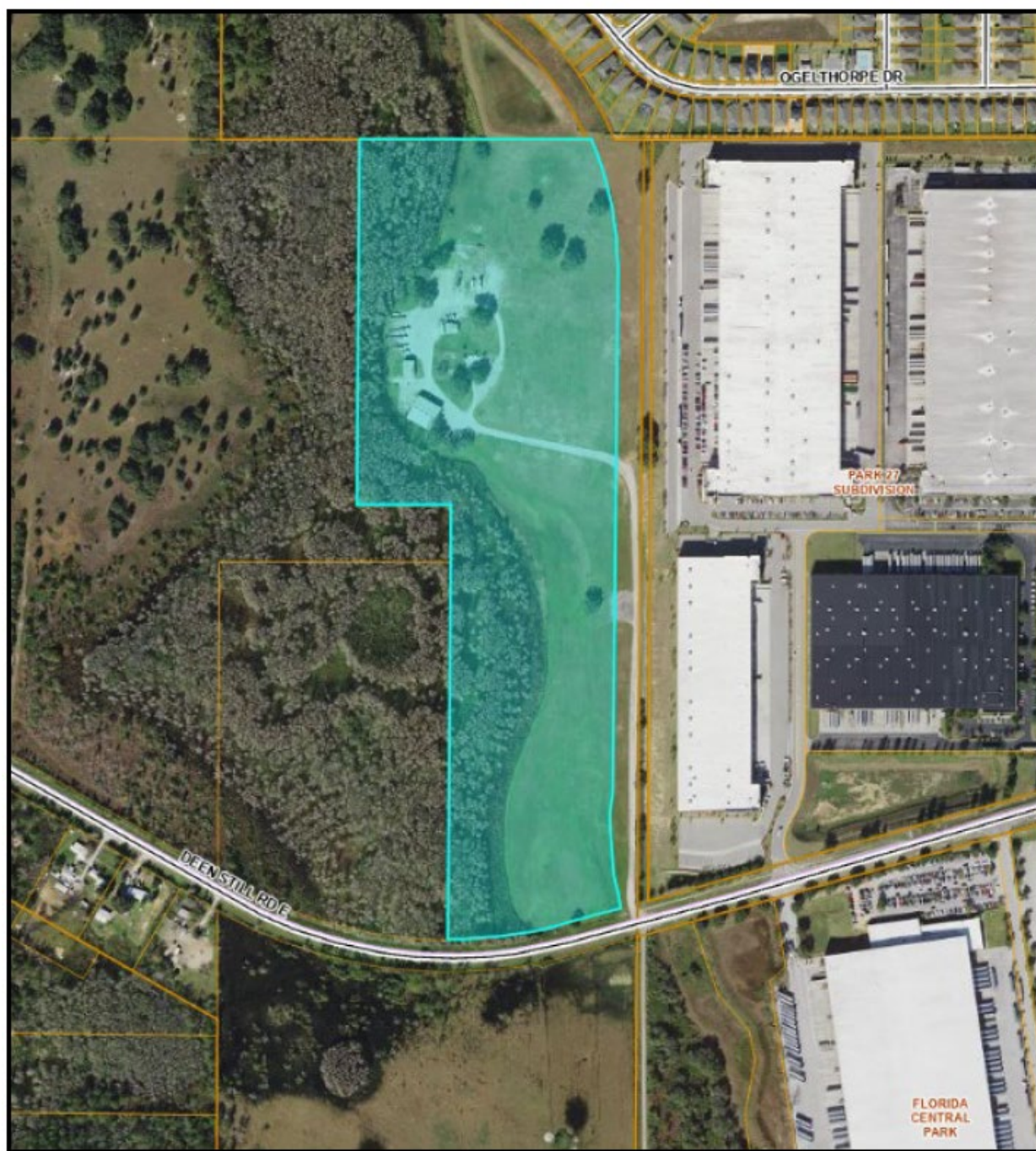


Exhibit “B” – Roadway Improvement

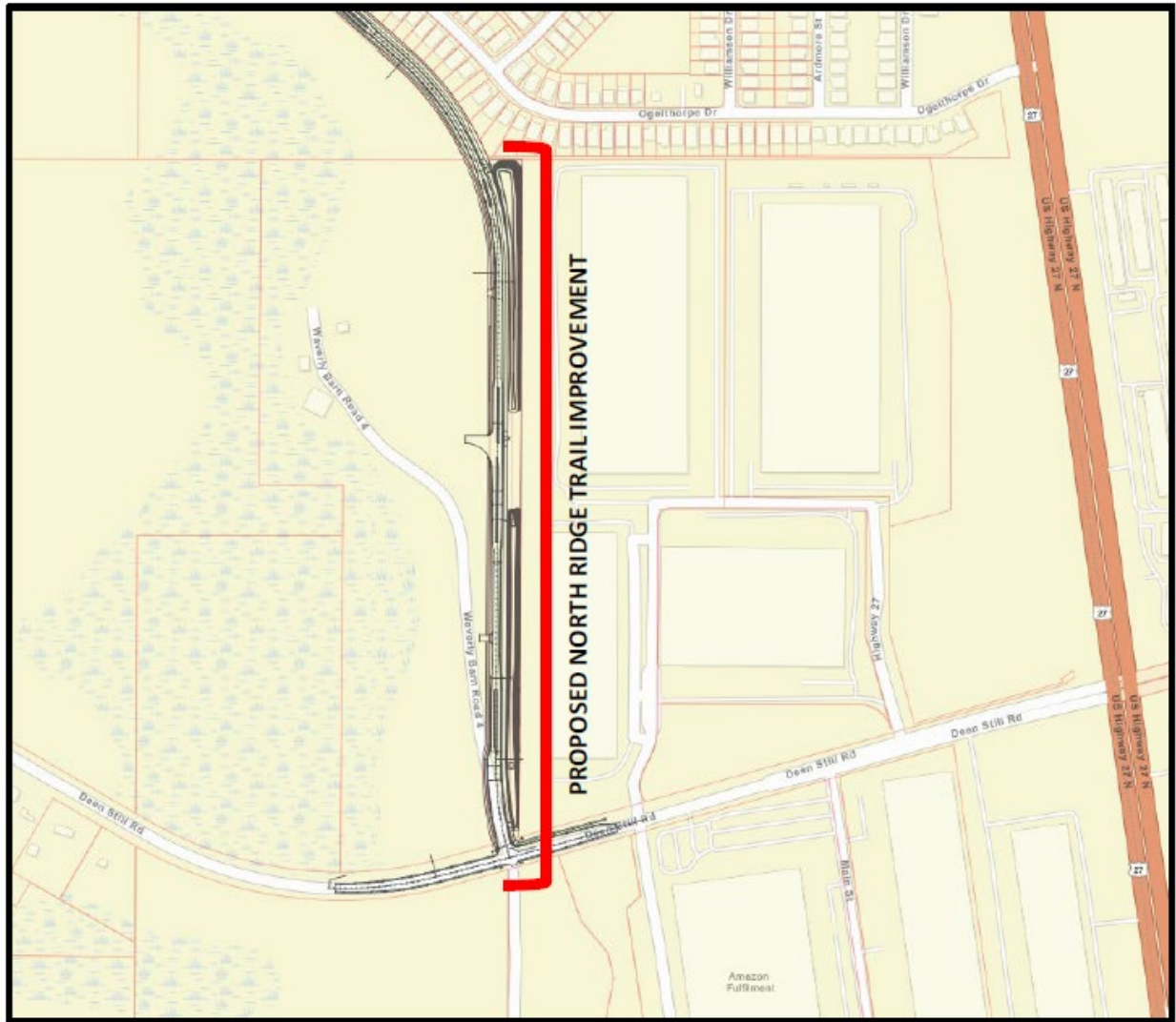


Exhibit "C" – Cost Estimate of Improvement

1 OF 1

Rev. Date: 5/16/2025
Project: NRT Park Insudtrial Preliminary

CONSTRUCTION COST ESTIMATE

ROADWAY

PAY ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
101-1	MOBILIZATION	LS	1	\$ 255,001.07	\$ 255,001.07
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 383,987.96	\$ 383,987.96
107-1	LITTER REMOVAL	AC	9.4	\$ 43.00	\$ 402.91
107-2	MOWING	AC	9.4	\$ 72.00	\$ 675.22
110-1-1	CLEARING AND GRUBBING	LS	1	\$ 303,907.90	\$ 303,907.90
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	206	\$ 43.00	\$ 8,944.00
120-1	REGULAR EXCAVATION	CY	20322	\$ 13.00	\$ 264,186.00
120-6	EMBANKMENT	CY	4299	\$ 26.00	\$ 111,774.00
160-4	STABILIZATION TYPE B	SY	14341	\$ 9.00	\$ 129,069.00
285-701	BASE OPTIONAL GROUP 1 (4" LIMEROCK)	SY	3353	\$ 28.00	\$ 93,884.00
285-706	BASE OPTIONAL GROUP 6 (8" LIMEROCK)	SY	8656	\$ 29.00	\$ 251,024.00
334-1-12	SUPERPAVE (TRAFFIC B)	TN	250.70	\$ 155.00	\$ 40,408.50
334-1-53	SUPERPAVE (TRAFFIC C)	TN	952.20	\$ 165.00	\$ 157,113.00
337-7-83	FRICTION COURSE FC-12.5 (1 1/2") (TRAFFIC C)	TN	714.10	\$ 182.00	\$ 129,966.20
400-0-11	CLASS NO CONC. GRAVITY WALL	CY	100.00	\$ 1,050.00	\$ 110,400.00
425-135-1	INLET P5	EA	19	\$ 10,500.00	\$ 199,500.00
425-136-1	INLET P6	EA	5	\$ 10,100.00	\$ 50,500.00
430-175-118	18" ROUND CONCRETE PIPE	LF	1318	\$ 155.00	\$ 204,290.00
430-200-25	FLARED END SECTION CONC. 18"	EA	4	\$ 3,500.00	\$ 14,000.00
515-2-311	PEDESTRIAN / BICYCLE RAILING (ALUMINUM)	LF	260	\$ 102.00	\$ 26,520.00
515-78	BOLLARDS	EA	15	\$ 1,400.00	\$ 21,000.00
520-1-10	CURB & GUTTER (TYPE F)	LF	5031	\$ 47.00	\$ 236,457.00
520-2-4	CURB (TYPE D)	LF	1605	\$ 46.00	\$ 73,830.00
522-1	SIDEWALK CONCRETE (4" THICK)	SY	1576	\$ 75.00	\$ 118,200.00
522-2	SIDEWALK CONCRETE (6" THICK)	SY	92	\$ 108.00	\$ 9,936.00
527-2	DETECTABLE WARNINGS	SF	96	\$ 42.00	\$ 4,032.00
530-3-4	RIP RAP, RUBBLE, F&I, DITCH LINING	TN	40	\$ 138.00	\$ 5,520.00
550-10-222	FENCE (TYPE B) (6' HIGH) (VINYL COATED)	LF	4831	\$ 45.00	\$ 217,395.00
550-60-222	FENCE GATE (TYPE B) (6' HIGH) (DOUBLE 6')	EA	3	\$ 2,500.00	\$ 7,500.00
570-1-2	PERFORMANCE TURF (SOODING)	SY	16063	\$ 5.00	\$ 80,415.00
				\$	-
				SUB-TOTAL	\$ 3,593,909.71

SUMMARY	
ROADWAY TOTAL	\$ 3,593,909.71
SIGNING AND MARKINGS	\$ 41,964.20
SIGNALIZATION	
15% CONTINGENCIES	\$ 545,381.09
TOTAL	\$ 4,181,254.99

S:\GM_Common\Nick\DEVELOPMENT AGREEMENTS\PENDING AGREEMENTS\WORTH RIDGE TRAIL AT DEEN STILL ROAD AGREEMENT\Costs\NRT Park Cost Estimates

ROADWAY DESIGN PROJECT - ADDENDUM I
Northeast Polk County Minor Road Projects
Deen Still, Florida Development, Holly Hill, North Ridge Trail, W

General tasks include - Public involvement, spec package, contract setup, and monthly project meetings

8263.804

\$263.804

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 at 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 Traffic 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 nongovernmental 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