

AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of JULY, 2024 by and between the HOLY CHILD HOUSING, INC., a Florida not-for-profit corporation, whose business address is 1000 Pinebrook Rd. Venice, FL 34285, and its successors and assigns (hereinafter referred to as "DEVELOPER"), and the CITY OF BOWLING GREEN, FLORIDA, whose business address is 104 East Main Street, Bowling Green, Florida 33834, and its successors and assigns (hereinafter referred to as "CITY").

RECITALS

1. DEVELOPER owns the land located in Hardee County as described herein, which property is more particularly described in Exhibit "A", attached hereto, and made a part hereof (the "Property"), and DEVELOPER intends to develop the Property by erecting improvements; and
2. DEVELOPER is desirous of having the CITY's water and wastewater utility system available to the Property; and,
3. The CITY is willing to provide, in accordance with the provisions of this Agreement, water and wastewater utility services to the Property; and,
4. The DEVELOPER has split its Project into multiple phases, and understand that this Agreement deals only with Phase 1 and the units and Utility Facilities associated with that Phase 1, and the CITY does not agree to serve any future phases except through future agreements for that/those phase(s); and,
5. The CITY has determined that DEVELOPER must pay the cost of providing DEVELOPER services and capacities as specifically set forth herein to prevent the costs of the Project from being paid by existing CITY residents or utility customers; and,
6. The CITY requires that all new development pay all costs associated with those developments, including the CITY's administrative costs and professional fees including those for assistance in planning, engineering, and legal work, and that the new developments minimize economic and environmental externalities on existing residents of the CITY and County; and,
7. DEVELOPER agrees to pay all such costs of development according to the terms in this Agreement.

DEVELOPER and CITY therefore agree as follows:

RECITALS AND EXHIBITS PART OF AGREEMENT

The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed an integral part of this Agreement.

SECTION 1 DEFINITIONS

The following definitions and references are given for interpreting the terms as used in this Agreement and shall apply unless the context indicates a different meaning or unless they are contradicted by CITY ordinance or State law:

- 1.1 Connection Point - means that point in CITY's existing water, reclaimed water, and/or wastewater utility system where the DEVELOPER will be allowed to connect its utility facilities. The Connection Point must be provided on DEVELOPER's Development Plan as approved by the CITY.
- 1.2 CITY Specifications – means the most recent version of the CITY's written specifications for water, reclaimed water and/or wastewater utility system design and construction specifications, as well as any supplemental written or oral specifications by the CITY. More than one form of written specification may be published by the CITY, such as Water, Reclaimed Water and Wastewater; Roads and Rights of Way; Drainage; etc.
- 1.3 DEVELOPER Utility Facilities - unless otherwise described herein, shall mean all potable water, wastewater, and possible future reclaimed water improvements to be constructed by DEVELOPER and owned and maintained by the DEVELOPER, as provided in this Agreement, inclusive of those items owned by DEVELOPER but maintained by CITY. The term on-site Utility Facilities means and includes all Utility Facilities constructed within the boundaries of DEVELOPER's Property, providing a network of wastewater, reclaimed water, and/or potable water mains and services necessary to serve the Project. For this AGREEMENT, the DEVELOPER'S wastewater facilities include all manholes, sewer mains and services to the Connection Point with the CITY's existing gravity sewer manhole #8 on Chester Avenue, as graphically depicted on Exhibit "B", attached hereto and incorporated herein by this reference, and the DEVELOPER'S potable water facilities including all improvements downstream of all of the six inch (6)" main, services, and appurtenances West of the Chester Avenue 8" water main T's, as graphically depicted on Exhibit "B", except that CITY will own the Water Meter Assemblies constructed by DEVELOPER as provided herein. Utility Facilities also excludes all forms of improvements rejected for ownership, operation, and maintenance by CITY because of use of construction or materials not approved by the CITY, or as otherwise designated on the approved DEVELOPER's Development Plan as being owned, operated, and maintained by persons or entities other than CITY.
- 1.4 Development Plan - the CITY-approved Development Plan and proposed improvements including without limitation, water, reclaimed water, and/or wastewater facilities to be constructed on and off the property and the anticipated time for the construction thereof as set forth in "Exhibit "B" attached hereto and made a part hereof or attached by reference. Such Development Plan shall comply with the CITY's ordinances and adopted technical requirements and specifications.
- 1.5 Intentionally Omitted.

Initials:

- 1.6 Point of Delivery - the location shown on the approved Development Plan where the potable Water Meter Assemblies will be constructed and the location where the DEVELOPER's wastewater and sanitary sewer system will connect to the CITY's existing wastewater sanitary sewer system.
- 1.7 Project – the phase, types of units, sizes of lots, and other characteristics specific to the development plan by this DEVELOPER for this Property, which when combined with proper construction techniques, provide a quality development which would be a benefit to the CITY.
- 1.8 Property - all the lands legally described in Exhibit "A". Such legal description shall be provided by DEVELOPER.
- 1.9 CITY Utility Facilities - shall mean all potable water and wastewater improvements owned and maintained by the CITY existing now or constructed by DEVELOPER and owned by the CITY in the future, as graphically depicted on Exhibit "B", but also including all the individual unit Water Meter Assemblies constructed by DEVELOPER.
- 1.10 Water Meter Assembly – shall mean the mean the water meter, water meter couplings and water meter box for each individual unit receiving water and wastewater utility service from the CITY. This definition does not include backflow preventers, which shall be owned by DEVELOPER.

SECTION 2 – EASEMENTS

2.1 Grant of Easements and Exclusive Right to Serve.

2.1.1 DEVELOPER grants and gives to CITY, as a prerequisite to CITY utility service and subject to the terms of this Agreement, a recorded perpetual easement granting the CITY the exclusive right or privilege to maintain and operate the DEVELOPER Water and Wastewater Utility Facilities in, under, upon, over and across the Property to serve the Project. Such perpetual easement shall be memorialized in a grant document which is attached hereto in Exhibit "D". The CITY and DEVELOPER shall negotiate in good faith to establish reasonable easement areas within the Property to provide for present needs of the Project.

SECTION 3 GENERAL COVENANTS BETWEEN THE PARTIES

3.1 General Agreement to Serve Project. Upon (a) the completion of construction of the DEVELOPER Utility Facilities by DEVELOPER at DEVELOPER's own expense, which utility facilities are necessary or prudent in the CITY's discretion to the connection of the Project to the CITY; (b) the inspection of any DEVELOPER Utility Facilities; and (c) the compliance with all CITY ordinances, and subject to and in compliance with the other terms and limitations in this Agreement, the CITY covenants and agrees that it will authorize DEVELOPER to connect the Phase

Initials: 

1 utility facilities installed by, or on behalf of, DEVELOPER to the central facilities of CITY at a Connection Point selected by the CITY, and will provide water and wastewater utility services to Developer's Holy Child development (the "Project") in accordance with CITY Code, ordinances, resolutions, rules and regulations as amended and added from time to time, and this Agreement. Connections to existing CITY Utility Facilities shall be at the expense of the DEVELOPER, whether applying to on-site or off-site improvements, and shall be subject to CITY approval, and must be designed and constructed in accordance with rules, regulations, Specifications, and orders of the CITY and all other governmental authorities having jurisdiction over such activities of DEVELOPER. CITY and DEVELOPER agree that once CITY provides permanent water and wastewater utility service to the Property and DEVELOPER, that thereafter, CITY shall have the sole right to provide water and wastewater services to the Property, and CITY will continuously provide, but in accordance with the other provisions of this Agreement including ordinances, rules & regulations and rate schedules as modified by the CITY Commission from time-to-time, all water, and wastewater services.

3.2 Payment for CITY's Costs – In addition to the costs of providing Utility Facilities to bring water and wastewater service to the Project, DEVELOPER agrees to pay all CITY costs of professional fees, including without limitation, attorney fees, engineering fees, engineer inspection fees, Central Florida Regional Planning Council, and contract utility operator fees involved in the plan review and inspection of new Utility Facilities, and fees and charges set forth in Section 5 below..

3.2.1 Appeal. The DEVELOPER shall have thirty (30) days from the date of receipt of a bill for the CITY's costs to appeal charges to CITY Commission, in writing, by submitting a request for a hearing by the Commission or shall waive the right to appeal that expense. If DEVELOPER prevails at DEVELOPER's hearing, the bill shall be adjusted in accordance with the Commission decision. If DEVELOPER fails to prevail or is dissatisfied with adjustments given by the Commission, it must appeal that administrative decision to a court of competent jurisdiction according to applicable law within thirty (30) days or waive the right to object further to that expense. The CITY may cease work of that type or of that professional in question until the issue of validity of that type of expense is finally resolved by the Commission or court, and DEVELOPER shall cease any work on the Project reasonably affected by that professional's inability to continue work on the Project. The billed expense(s) in question must be paid regardless of the appeal, subject to refund, without interest.

**SECTION 4 – WATER AND WASTEWATER UTILITY FACILITY
SPECIFIC REQUIREMENTS**

4.1 Utility facilities:

4.1.1 DEVELOPER's Obligation to Construct Utility facilities. DEVELOPER agrees to construct at its own expense, and to own and maintain the DEVELOPER Utility Facilities as referred to in this Agreement, provided the same are consistent with the state and federal law, the Project's

Initials 

Development Plan, and the CITY's adopted regulations, approved plans, and the CITY Specifications.

4.1.2 Engineering Design Plans. DEVELOPER shall provide to CITY, engineering plans acceptable to CITY, prepared and sealed by a professional engineer registered in the State of Florida, showing the construction plans for all DEVELOPER Utility Facilities and the Water Meter Assemblies and taps, and otherwise in accordance with the CITY's Specifications (Lake Wales Utility Specifications as adopted by the CITY available online) and the CITY's engineer's specific requirements for DEVELOPER. It is the responsibility of DEVELOPER and its engineer to obtain the most recent version of the CITY Specifications. Failure to adhere to the CITY Specifications without express written approval shall be a material breach of this Agreement. DEVELOPER will own, maintain, and annually inspect the backflow preventors in accordance with the CITY's Cross Connection Control Code, Article IV, Chapter 38 of the CITY Code. DEVELOPER and CITY agree as follows:

4.1.2.1 Potable Water. The DEVELOPER shall own and be responsible for the cost of maintenance of all water mains, hydrants, and related facilities (except Water Meter Assemblies) from the two (2) connections to the CITY water main on Chester Avenue to the individually served units, however, the CITY shall maintain that interior grid of water mains, services, hydrants, up to and including the Water Meter Assemblies at DEVELOPER'S expense. For the avoidance of doubt, as used in the immediately preceding sentence, the term "interior grid" shall be construed to mean all water mains, services, and hydrants, situated between the two Connection Points, lying west of Chester Avenue. Water Meter Assemblies shall be owned by the CITY and maintained or replaced at DEVELOPER'S expense. Notwithstanding the foregoing, Developer shall be responsible for the maintenance of all service lines downstream from the Connection Point to the CITY owned Water Meter Assemblies. The exact location of the individual water meters shall be established by the CITY. CITY shall own and have sole access and use of the Water Meter Assemblies. DEVELOPER shall own and maintain all water services and backflow preventer(s) downstream of the Water Meter Assemblies. DEVELOPER shall place a \$5,000 deposit for the maintenance of the onsite mains by the CITY in addition to water usage deposit(s), which deposit the CITY shall retain for security on payment for repairs.

4.1.2.1.1 In the event that DEVELOPER ever seeks to sell, grant, give, abandon, lease, or otherwise transfer the Project or the DEVELOPER Utility Facilities to others, including the residents of the Project, DEVELOPER must install two (2) master water meters and backflow preventors according to CITY specifications at the entry point of each water main to the Project, and the CITY will cease all responsibilities for individual Water Meter Assemblies or maintenance of DEVELOPER Utility Facilities, and shall thereafter, only maintain the master meters and mains upstream from the master meters at DEVELOPER's (or assigns) expense. Notwithstanding the foregoing, the following shall not trigger the obligations set forth in the immediately preceding sentence: (x) DEVELOPER's leasing of the units within the Project to residential tenants, in the normal course of business, and (y) a change in the composition of the DEVELOPER's board of directors or corporate officers, so long as DEVELOPER maintains its status as a not-for-profit corporation.

Initials 

4.1.2.1.2 Wastewater. The DEVELOPER shall own and be responsible for the cost of maintenance of all Wastewater DEVELOPER Utility Facilities, however, pursuant to this Agreement, the CITY shall maintain all Wastewater DEVELOPER Utility Facilities at DEVELOPER'S expense.

4.1.3 Deviations in Development Plan Must be Approved. Each approved phase of construction shall conform to the Development Plan for the Property attached hereto or if not so attached, such Development Plan shall be submitted to CITY concurrent with or prior to submission of engineering plans for each phase. DEVELOPER may modify its Development Plan at any time and from time to time with the consent of CITY, which consent shall not be unreasonably withheld provided such modification does not unduly interfere with CITY's existing utility facilities or commitments or materially increase the water and wastewater treatment capacity required by for use on the Property. DEVELOPER shall submit a copy of the modified plan to CITY. DEVELOPER shall cause its engineer to submit to CITY plans and specifications governing the materials to be used by DEVELOPER and the method and manner of installation. All such plans and specifications submitted to CITY's engineer shall be subject to the approval of CITY, and no construction shall commence until CITY has approved such plans and specifications in writing. DEVELOPER shall pay the CITY's costs and expenses in reviewing all such plans and specifications submitted by DEVELOPER as set forth in CITY Code and herein.

4.1.4 Construction of Approved Utility Facilities. After the approval of plans and specifications, DEVELOPER shall cause to be constructed at DEVELOPER's own cost and expense, the utility facilities as shown on the plans and specifications approved by the CITY and its engineer, and otherwise in accordance with the CITY's Specifications. DEVELOPER further represents and warrants that the utility facilities furnished by it shall be constructed and installed in a manner satisfactory to and meeting the approval of all applicable public, governmental, or other agencies having supervision, regulation, direction and control of such utility facilities and services rendered in connection therewith.

4.1.5 Perpetual Maintenance Obligation. Although DEVELOPER will be the sole owner of the completed DEVELOPER Utility Facilities, DEVELOPER agrees to perpetually maintain (or pay CITY to maintain) such DEVELOPER Utility Facilities such that the potable water Utility Facilities according to industry engineering standards including without limitation American Water Works ("AWWA") standards, such that the Utility Facilities do not waste potable water. The DEVELOPER also agrees to maintain the wastewater utility facilities such that any inflow or infiltration does not exceed industry engineering standards including without limitation the Florida Department of Environmental Protection's guidelines of Excessive Infiltration and Inflow as defined in the *Guidelines for Preparation of Operation and Maintenance Performance Reports*.

Meter Installations. DEVELOPER shall be required to pay the applicable tap-in charge and/or installation fees for Water Meter Assembly installations of sufficient capacity for the Project based on CITY's fee schedule applicable at time of installation, or actual costs.

Initials 

4.1.6 Inspection of Work. During and after the construction of the DEVELOPER Utility Facilities, DEVELOPER's engineer shall inspect the proper installation of Utility Facilities by the contractor, and when construction is completed, shall supervise the standard tests for pressure, line and grade, and all other reasonable engineering tests useful for determining whether the utility facilities or other improvements have been installed in accordance with this Agreement, the approved plans and specifications, good engineering practices, CITY's Specifications, and CITY's written requirements for DEVELOPER's testing specific to this Project. Service lines shall be tested at the same time and conditions as the water and wastewater mains, up to and including the curb or service valve. DEVELOPER's engineer must contact the CITY and its engineer prior to doing any inspections and testing required by this Agreement or by law. CITY shall have the right but is not obligated to review and observe such installations and testing during construction to determine compliance with the plans and specifications but shall not review or be deemed to have reviewed, the safety practices of the DEVELOPER or its agents or contractors. CITY shall not supervise the construction or control the safety practices or quality of the installation and shall not be deemed to have done so by its conduct of observing and reviewing the installation and testing, and such inspections and observations by CITY shall not be a defense or excuse for any action or claim by CITY for DEVELOPER's failure to properly install, inspect, or test the DEVELOPER Utility Facilities or otherwise fail to comply with CITY ordinances, Specifications, or this Agreement. DEVELOPER's engineer shall coordinate construction and preconstruction meetings with CITY and its engineer at meaningful times prior to, during, and after construction and shall obtain from the City's engineer critical points of inspection required, and closely coordinate all inspection and testing dates with CITY and its engineer. After completion of construction, and prior to service being rendered to DEVELOPER, the CITY shall do a final inspection of the DEVELOPER Utility Facilities, including without limitation, the Water Meter Assembly and all related facilities. If DEVELOPER Utility Facilities and required payments are sufficient, the CITY will issue Exhibit "C" indicating the project is ready for final connection. DEVELOPER agrees to pay to CITY a reasonable sum to cover the cost of inspection of installations made by DEVELOPER or DEVELOPER's contractor(s) or agent(s), which charge shall be consistent with such charges made by CITY to others, depending on the size and complexity of the Project.

SECTION 5.
CAPACITY, METER, TAP-IN AND BACKFLOW PREVENTOR FEES

5.1 Capacity Fees and Other Charges. DEVELOPER agrees to pay the CITY an impact fee identified in the CITY Code as a Capacity Fee. Subject to change for units without a certificate of occupancy ("CO") in the future, this fee is presently based on the estimated size of the water meters for the water fee, and on the estimated flow of wastewater from DEVELOPER to the CITY, said estimates being described below in this Section 5. These estimations are necessarily reliant on information provided by DEVELOPER. If the size of the meter or the actual wastewater flows increase, DEVELOPER shall be required to request and pay for additional capacity reservation with the CITY. There is no refund. This Agreement does not provide for utility deposits or any other development fees that might be owed, therefore, prior to service being initiated DEVELOPER will still be required to go to CITY Hall and sign a deposit agreement and provide the appropriate utility service deposit and pay any other deposits or required fees.

Initials J.P.D.

Based on 25 single-family units and no community laundry, pool, or other amenities except a clubhouse with bathrooms.

5.1.1	Water Capacity Fee—25 ERCs @\$1,500 per ERC	\$37,500.
5.1.2	Sewer Capacity Fee—25 ERCs @\$3,500 per ERC.....	\$87,500.
5.1.3	Clubhouse—1 Water ERCs @\$1,500 and 1 Sewer ERCs@\$3,500.....	\$5,000.*
5.2	Water Meter Assembly Installation Fee... <i>as required per CITY cost at time of installation.</i>	
5.3	Administrative, inspection, engineering and legal deposit	\$ <u>5,000.</u>
	Total.....	<u>\$135,000</u>

*ERCs based on Project Engineer’s calculations.

SECTION 6.
RIGHT OF REFUSAL / COMPLIANCE A PREREQUISITE

Compliance by the DEVELOPER with this Agreement, all CITY Land Development Regulations and other CITY ordinances, and with all regulations of all state, local and federal agencies is a prerequisite to CITY’s duties, covenants, or obligation to serve all or any portion of the Property hereunder. None of the provisions of this Agreement shall be deemed to amend, modify, or otherwise change the provisions of any such laws of the CITY or any other governmental agency. In the event DEVELOPER fails to timely comply with any of the terms and conditions of this Agreement, CITY shall have the right to demand that DEVELOPER stop all work on DEVELOPER Utility Facilities, refuse to provide service and the right to terminate service to any lot, building or other improvement within DEVELOPER’s Property, or in lieu thereof, CITY may delay the provision of any such service to any lot, building or other improvement upon the Property pending compliance by DEVELOPER of its obligations as provided for in this Agreement. Notwithstanding the foregoing, CITY shall provide Developer, no less than fifteen (15) days’ notice and opportunity to cure any such non-compliance related to maintenance bills for water DEVELOPER Utility Facilities prior to the cessation of CITY provided services to the Property or any portion thereof. Nothing contained herein shall modify or take precedence over any CITY ordinances, resolutions, and utility service policies regarding disconnection due to nonpayment of utility service bills.

SECTION 7
GENERAL PROVISIONS

7.1 Effect of This Agreement on Prior Agreements and Method of Amendment. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and CITY, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between DEVELOPER and CITY. No additions, alterations, or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations, or waivers are expressed in writing and duly signed.

Initials: 

7.2 Laws of Florida to Govern / Venue/Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Florida, and any dispute shall be resolved in the courts of Florida exercising the appropriate jurisdiction. Venue shall be in state court in Hardee County, Florida. DEVELOPER waives any federal jurisdiction that may be had based on its status as a foreign corporation (Diversity jurisdiction). The parties agree to waive any right to jury trial.

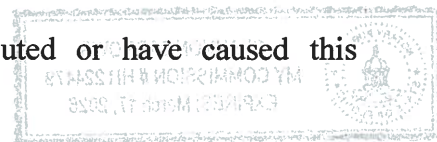
7.3 Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

7.4 Saving Clause. In the event that any portion of this Agreement shall be deemed by a court of competent jurisdiction to be unlawful or invalid, the parties shall first attempt to renegotiate the Agreement, but failing in agreement on replacement provisions, this Agreement shall terminate, and except as provided by CITY ordinance resolution or rules and regulations, the rights and duties of the parties shall cease, and the CITY shall refund DEVELOPER's remaining, unused fees.

7.5 Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

7.6 Notice; Proper Form. Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the addresses provided at the top of this Agreement.

IN WITNESS WHEREOF, DEVELOPER and CITY have executed or have caused this Agreement, and the named Exhibits attached, to be duly executed.



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Initials

HOLY CHILD HOUSING, INC.

Signed, sealed, and delivered before these witnesses:

Gail Ardy

(Signed) GAIL ARDY

(Printed)

Address: 1000 PINEBROOK RD
VENICE, FL 34285

Marianne Marziano

(Signed) Marianne Marziano

(Printed)

Address: 1000 Pinebrook Rd
Venice, FL 34285

HOLY CHILD HOUSING, INC.,
a Florida not-for-profit corporation

By: Frank J. Dewane
Most Rev. Frank J. Dewane, President

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of July, 2024, by **Most Rev. Frank J. Dewane** as President of Holy Child Housing, Inc.

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of Florida, County of Sarasota

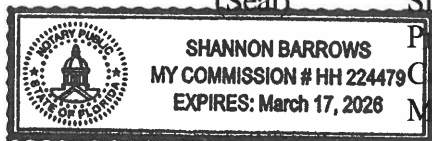
(Seal)

Signature: Shannon Barrows

Printed name: Shannon Barrows

Commission No. HH 224479

My Commission Expires: 3-17-2026



Personally Known, OR Produced Identification

Type of Identification Produced _____

CITY OF BOWLING GREEN

This Agreement was approved at the Regular Meeting of the City Commission held on the _____ day of _____, 2024. The vote was as follows:

Initials S.J.D.

	Yes	No	Abstain	Absent
Commissioner/Mayor Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Fite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Lunn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Durastanti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Arreola	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

CITY OF BOWLING GREEN, FLORIDA

Virginia Gordillo, City Clerk

N’Kosi Jones, Mayor

**APPROVED AS TO FORM
AND SUBSTANCE:**

Gerald T. Buhr, City Attorney

Initials:

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

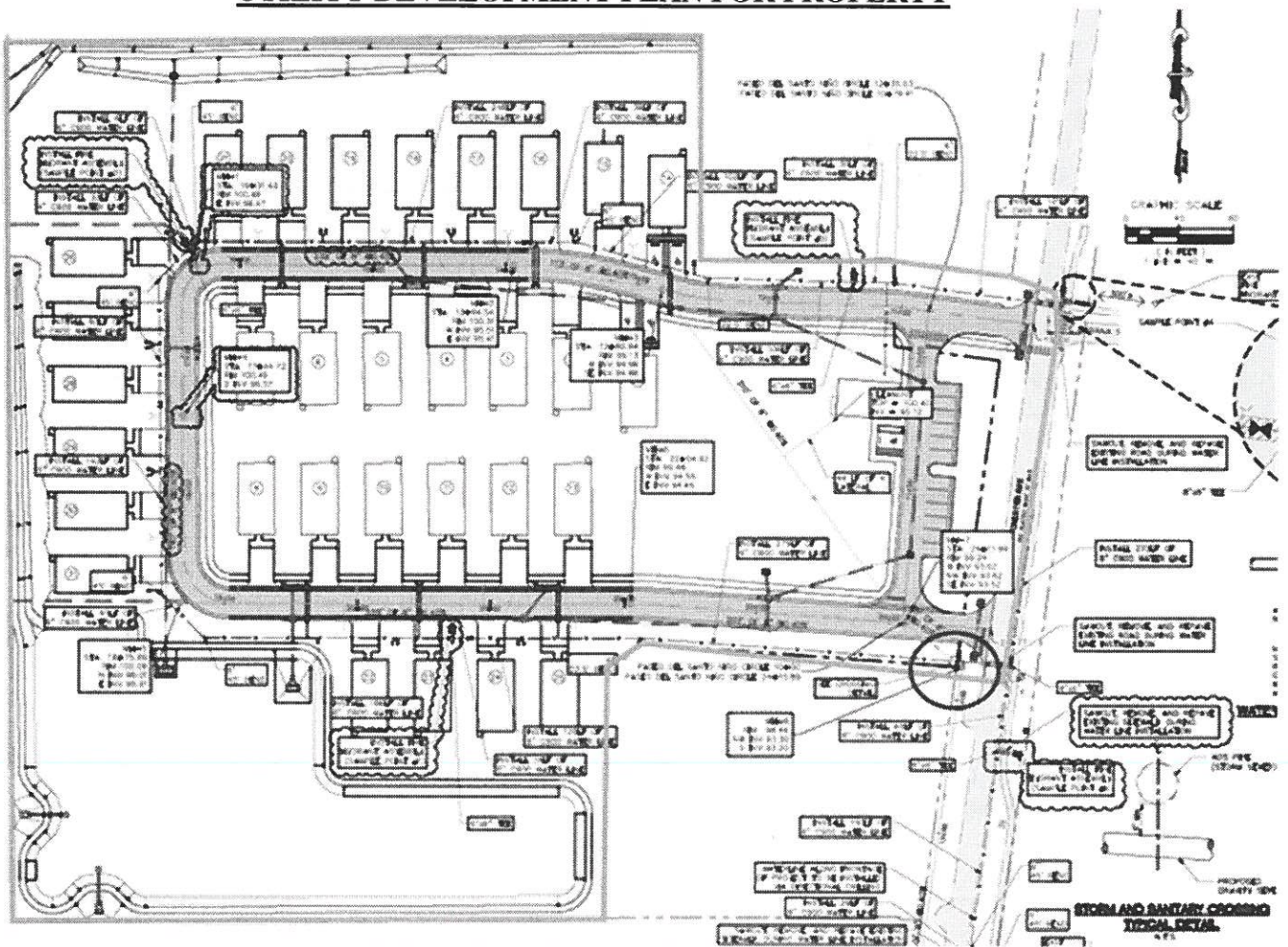
Phase I:

That part of the NE 1/4 of SE 1/4 of SE 1/4 of Section 5, Township 33 South, Range 25 East, Hardee County, Florida; and that part of Block 34 of the Original Town Survey of Bowling Green, Florida, according to the plat thereof recorded in Plat Book 1, Page 1 of the Public Records of Hardee County, Florida, being more particularly described as follows:

Commence at the SE corner of said NE 1/4 of SE 1/4 of SE 1/4; thence S89°35'01"W along the south line of said NE 1/4 of SE 1/4 of SE 1/4 a distance of 222.21 feet to the Point of Beginning; thence continue along said south line, S89°35'01"W a distance of 443.69 feet to the Southwest corner of said NE 1/4 of SE 1/4 of SE 1/4; thence N00°43'13"W along the west line of said NE 1/4 of SE 1/4 of SE 1/4 a distance of 235.88 feet; thence departing said west line run S89°59'51"E a distance of 100.06 feet; thence N00°43'13"W parallel with said west line a distance of 285.03 feet; thence N89°59'51"W a distance of 100.06 to the aforesaid west line; thence N00°43'13"W along said west line a distance of 138.21 feet to the Northwest corner of said NE 1/4 of SE 1/4 of SE 1/4; thence N89°17'31"E along the north line of said NE 1/4 of SE 1/4 of SE 1/4 a distance of 520.20 feet to 1/2" iron rod with cap stamped "PSM 5171" marking the northwest corner of deed recorded in Instrument Number 201625002380, Public Records of Hardee County, Florida; thence S00°53'19"E along the west line of said deed a distance of 169.28 feet to a 5/8" iron rod and cap (number illegible) marking the southwest corner of said deed; thence N89°36'30"E along the south line of said deed a distance of 144.73 along the feet to a point on the east line of said NE 1/4 of SE 1/4 of SE 1/4; thence S00°46'27"E along said east line a distance of 65.31 feet to the northwest corner of said Block 34; thence S82°26'40"E along the northerly line of said Block 34 a distance of 79.69 feet to the northeast corner of said Block 34 and the west R/W line of Chester Avenue; thence S07°46'43"W along said west R/W line a distance of 231.93 feet; thence departing said west R/W line, run N85°57'10"W a distance of 237.80 feet; thence S55°47'58"W a distance of 32.51 feet; thence S00°00'59"E a distance of 186.92 feet to the Point of Beginning.

Initials

EXHIBIT "B"
UTILITY DEVELOPMENT PLAN FOR PROPERTY



The DEVELOPER's Utility Facilities are situated within the bounds of the area enclosed by the yellow line.

The green circle depicts the point in which the wastewater DEVELOPER's Utility Facilities tie-in to the CITY's public sewer system.

Initials: JJD

(To be printed on CITY letterhead)

EXHIBIT C
CERTIFICATE OF ACCEPTANCE OF UTILITY FACILITIES

1. Description of all or portion of Utility facilities accepted (by station number, plan sheet, or other specific description): _____

2. Notes, caveats, exceptions or qualifications to acceptance: _____

3. Inspected by:

Engineer: _____ Date: _____
print name:

Public Works: _____ Date: _____
Print name:

4. Record drawings, pressure tests, Bac-Ts, DEP main clearance, and itemized lists of materials used etc reviewed and accepted by:

Engineer: _____ Date: _____
print name:

Public Works: _____ Date: _____
Print name:

5. Turnover warranty deeds, easements, bill of sale, bonds, etc, reviewed and approved by:

Engineer: _____ Date: _____
print name:

Public Works: _____ Date: _____
Print name:

CITY Attorney: _____ Date: _____
Print name:

Initials _____

6. Account payments current:

Notes, caveats, exceptions or qualifications to acceptance: _____

Finance: _____ Date: _____
Print name:

7. Final Acceptance Approved by CITY Commission: _____
ATTESTED: _____, CITY Clerk

Date: _____

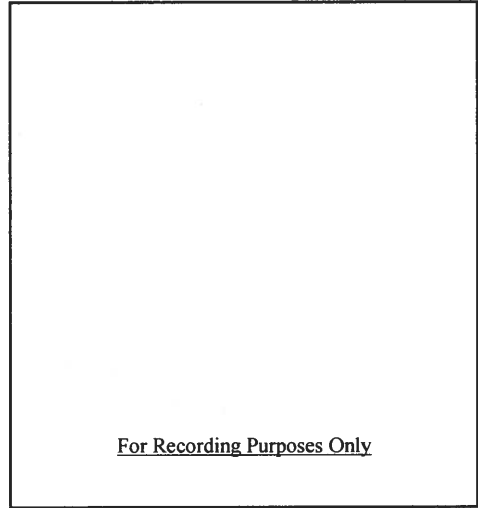
8. Warranty valid until: _____.

Initials: *J.A.*

EXHIBIT D
EASEMENT FORM

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Gerald T. Buhr, Esquire
City Attorney
City of Bowling Green, Florida
104 E. Main Street
Bowling Green, Florida 33834



GRANT OF EASEMENT


THIS GRANT OF EASEMENT, made this ___ day of _____, 202___,
By, **HOLY CHILD HOUSING, INC.**, a Florida not-for-profit corporation, whose business address is 1000 Pinebrook Rd. Venice, FL 34285, its successors and assigns, hereinafter referred to as "Grantor," and to the **CITY OF BOWLING GREEN, FLORIDA**, a Florida Municipality located at 104 East Main Street, Bowling Green, Florida 33834, its successors and assigns, hereinafter referred to as "Grantee".

W I T N E S S E T H

That the said Grantor, for and in consideration of ten and 00/100 dollars (\$10.00), and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by this instrument does hereby grant, bargain, sell and convey to Grantee, a utility easement ("Easement"), in perpetuity, for all reasonable potable water, reclaimed water, and wastewater utility uses including, but not limited to, the right of ingress and egress thereto, the construction, installation, operation, maintenance, repair, reconnection, alteration and replacement of water, wastewater and reclaimed water facilities and appurtenances, including, without limitation, the right to reconstruct, improve, or remove water, wastewater and reclaimed utility facilities and appurtenances, including without limitation, mains, lines, services, meter boxes (including valves), fittings, hydrants and appurtenances, and all sewer force mains, gravity lines, manholes, laterals (including valves), service lines, and related facilities, as well as the right to extend water, wastewater, drainage or reclaimed water mains, lines and related facilities to serve any person, or other entity over, in, through and under a portion of the property more specifically described below (hereinafter, "Easement Area"):

See Legal Description Attached as Exhibit "1"

In areas where Grantee does not use the surface of the Easement Area, the Grantor retains, reserves, and shall maintain and continue to enjoy the use of the Easement Area. Such

Initials: 

Grantor uses shall include any and all purposes not prohibited herein or uses which do not interfere with Grantee's present or reasonable future use of the subject Easement. Such rights shall include Grantor's right to grant easements for the furnishing of utility services other than potable or reclaimed water service or wastewater service, or to grant rights of way to government. Provided, however, that every such grant of easements or rights of way to others shall be on the express condition that the grantee therein shall not impair or interfere with the use, occupation and enjoyment of the Easement Area by Grantee herein, nor require the Grantee herein to move, replace, adjust, alter or modify any of its facilities, and that the grantee therein shall be liable to the Grantee herein for any injury or damage by the grantee therein to any facilities of Grantee herein by that grantee's activities in the Easement Area. Should Grantor, or its successors or assigns, change the grade above Grantee's installed facilities, or perform any construction on the surface of the Easement Area which is permitted hereunder, which change in grade and or construction interferes with or requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not be limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of Grantor, its successors or assigns. Also provided that Grantor shall maintain the surface of the Easement Area such that it does not cause or create any public nuisances or dangerous conditions, nor violate any laws or covenants.

No structure or improvement shall be constructed in the Easement Area by Grantor other than standard sidewalks, driveways or streets, including without limitation, a prohibition of boundary walls, fences, buildings, or any other form of structure not specifically allowed herein. Also prohibited as a Grantor use are cement or asphalt parking areas (other than standard-sized driveways or streets), sidewalks wider than five (5) feet, any form of cement slab other than the standard sized streets, driveways or sidewalks allowed herein. Also prohibited are trees and bushes, or any vegetation other than grass.

Provided further that, if at any time in the future any portion of any cement or asphalt driveways, streets or sidewalks allowed herein, or areas sodded with cultivated grasses, shall be destroyed or damaged by Grantee as a result of Grantee's activities within the foregoing described Easement Area, Grantee's sole obligation under this Easement is to restore the surface of the Easement Area according to standard industry practices for such repairs, except that such obligation shall be limited to the replacement of dirt to previous grade, cultivated sod replacement, and repair or replacement of the standard sidewalks, streets or driveways that are allowed herein. Grantee shall have no obligation to repair or replace sidewalks, streets or driveways constructed of, or containing materials other than asphalt or cement. Grantee shall also have no obligation to replace or repair any form of ornamentation in allowed sidewalks, streets or driveways. Except for grassed areas containing common cultivated sod, Grantee's sole obligation for replacement of grass shall be to spread common grass seed.

Grantor warrants that it owns the aforesaid described real property free and clear of any liens, encumbrances, or covenants which would impair the Grantee's ownership, use or enjoyment of the Easement granted herein; that Grantor has the authority to grant this Easement, and hereby binds itself, its successors and assigns, to warrant and forever defend the above described Easement and the rights herein conferred against any person or legal entity whomsoever; and the Grantor' signatory below warrants that he/she has the authority to bind

Initials:

the Grantor to this Easement.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized and proper officers, under authority duly vested in them by said corporation, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

DATED this 24 day of JULY, 2024.

HOLY CHILD HOUSING, INC.

Signed, sealed, and delivered before these witnesses:

HOLY CHILD HOUSING, INC.,
a Florida not-for-profit corporation

Gail Ardy
(Signed)
GAIL ARDY
(Printed)

By: Frank J. Dewane
Most Rev. Frank J. Dewane, President

Address: 1000 PINEBROOK RD
VENICE, FL 34285
Marianne Marziano
(Signed)
Marianne Marziano
(Printed)

Address: 1000 Pinebrook Rd
Venice, FL 34285

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of July, 2024, by **Most Rev. Frank J. Dewane** as President of Holy Child Housing, Inc.

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of Florida, County of Sarasota
Signature: Shannon Barrows
Printed name: Shannon Barrows
Commission No. HH 224479
My Commission Expires: 3-17-2026



Personally Known, OR Produced Identification

Type of Identification Produced _____

Initials: [Signature]

EXHIBIT "1"
EASEMENT AREA

Survey(s) with metes and bounds legal description of actual easement area(s) to be provided by Developer at Developer's expense

Initials: _____



