

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT'S
AGREEMENT WITH LEE COUNTY
FOR SUNSHINE WIDENING PRE-PERMITTING COSTS

This Agreement is entered into this 7th day of November, 2023, by and between Lee County Board of County Commissioners (hereinafter referred to as "Lee County") and LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT, an independent special district organized under the laws of the State of Florida (hereinafter referred to as "District").

RECITALS

WHEREAS, as part of the overall Alico Road Extension project, Lee County intends to develop certain property designated as Right of Way Purchase for Sunshine Blvd. Widening (hereinafter referred to as the "Property"), which will require an agreement between the parties and a permit from the District; and

WHEREAS, prior to Lee County applying for the permit(s) or entering into agreement(s) with the District, the District anticipates having to expend money for pre-permitting or agreement drafting services such as engineering and legal; and

WHEREAS, the District desires to have Lee County cover such costs of the District and Lee County agrees to compensate the District for such costs; and

WHEREAS, the parties acknowledge that entering into this agreement is the first step in a long-term project and the project will be beneficial to both parties and the area's drainage capabilities; and

WHEREAS, it is acknowledged that the parties are entering into this agreement in good faith and will endeavor to work together following execution of this agreement to setup a framework for the subsequent agreement(s) between the parties and agree upon a comprehensive plan for the development of the Property.

NOW THEREFORE, for and in consideration of the premises and in reliance on the mutual promises, covenants, undertakings, recitals and other matters contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein.
2. Deposit. Lee County shall deposit with the District \$10,000 prior to the District performing any services, which reflects an estimate of the total costs the District anticipates it will incur for pre-permitting services related to the Property. When the account balance is reduced to 25 percent of the initial deposit, a supplemental deposit shall be required to be paid before any further services are performed by the District unless the District determines that the remaining

amount is adequate to secure payment for the remaining costs. Otherwise, the District shall notify Lee County, in writing, that District services will cease unless an additional amount equal to 50 percent of the initial deposit, or more if deemed necessary by the District, is deposited by Lee County within ten (10) days from the date of mailing said notice. This process shall be repeated each time the account balance of the supplemental deposit is reduced to 25 percent of the initial deposit.

3. Refunds. Upon the District's completion of pre-permitting or agreement services, any sums remaining in the account shall be refunded to Lee County. Similarly, if Lee County notifies the District that no further pre-permitting services are desired, Lee County shall be eligible for a refund of the deposit paid minus the costs already incurred by the District. No interest shall be paid to Lee County on the deposit or the amount refunded.

4. Notice. Notices required under this Agreement shall be sent in writing via U.S. Mail, postage prepaid to:

Lee County at:

District at: 601 East County Lane, Lehigh Acres, FL 33936

5. Venue. The parties agree that suits or actions at law arising from the provisions, performance or breach of this Agreement shall initially be brought in Lee County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

6. Authority. By execution of this Agreement, the parties certify that they have authority to make the representations and agreements contained herein.

7. Construction. This Agreement shall be construed as written by both parties and shall not be construed more strictly against either party.

8. Amendment of Agreement. This Agreement may only be amended in writing by mutual consent of the parties or their successors in interest.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be obligatory upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the District and Lee County have executed this Agreement on the date first above written.

Witness:

LEE COUNTY

[Signature]
Print Name: Mathew Spielman
[Signature]
Print Name: Beckie Wetborn

By: [Signature]
Print Name: BRIAN HAMMAN
Its: CHAIR

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 14th day of November, 2023 by Brian Hamman as Chairman, for the Board of County Commissioners for and on behalf of whom this instrument was executed, who is personally known to me or who produced _____ as identification.



ROSAM. BAHENA
Commission # GG 946837
Expires May 13, 2024
Bonded Thru Budget Notary Services

[Signature]
Notary Public State of Florida
Typed Name: Rosa M Bahena
Commission Expires: May 13, 2024

Approved as to Form for the
Reliance of Lee County Only

LEHIGH ACRES MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

By: [Signature]
Office of the County Attorney

By: [Signature]
Mike Bonacotta, Chair

ATTEST
[Signature]