

WEST VILLAGES IMPROVEMENT DISTRICT
C/O Special District Services, Inc.
19503 S. West Villages Parkway #A3
Venice, Florida 34293

May 19, 2022

Via Certified Mail and Electronic Mail

Gran Paradiso Property Owners Association, Inc.
Attn: Steve Glunt President
20125 Galleria Boulevard
Venice, Florida 34293
sgluntgpboard@gmail.com

RE: Gran Paradiso Irrigation Quality Water Reserved Allocation

Dear Mr. Glunt,

As you are aware, the West Villages Improvement District (the “**District**”) and Gran Paradiso Property Owners Association, Inc. (the “**Association**”) previously entered into the *Amended and Restated Agreement for the Delivery and Use of Irrigation Quality Water*, dated December 16, 2020 (the “**Agreement**”) providing for the District’s provision of Irrigation Quality Water (as defined in the Agreement) to the Gran Paradiso residential development (the “**Development**”).

Overall Wellen Park and project-based Irrigation Quality Water allocations within the boundary of the District are ultimately governed by the District’s Water Use Permit (the “**Permit**”) issued by the Southwest Florida Water Management District (“**SWFWMD**”). A project’s allocation is ultimately determined by SWFWMD’s AGMOD modeling software based on the amount of irrigable acres located within a specific project boundary. Exhibit C to the Agreement established that the Association’s allocation of Irrigation Quality Water (hereinafter, its “**Reserved Allocation**”) relative to the lands within the Development is 593,200 GPD.

The District has recently received several inquiries from Board of Directors’ member John Meisel relative to the veracity of the calculation of the Reserved Allocation. Upon such inquiry, and the District’s prompt and diligent investigation of same at Mr. Meisel’s request, it has been determined by the District’s environmental and irrigation consultant that the District had inadvertently included lands *outside* of the Development in its calculation of the Reserved

Allocation. Thus, the Reserved Allocation referenced in the Agreement is higher than what is permissible to be provided to the Development pursuant to the terms of the District's Permit.

Specifically, the Development is located within a residential portion of Village A within Wellen Park. When entering into the Agreement, District staff inadvertently included the AGMOD allocations for a commercial parcel within Village A (located at the northwest corner of US Highway 41 and West Villages Parkway), within the calculation of the Reserved Allocation. While located within Village A, this commercial property is actually located *outside* of the Development and is being developed separate and apart from the Development. As a result of this revelation, it is now necessary to reduce the Development's Reserved Allocation from 593,200 GPD (which represents the AGMOD allocation for the entirety of Village A) to 558,700 GPD (which represents the SWFWMD-established allocation for just the Development).

By way of further explanation, in 2018 when the AGMOD allocations were most recently calculated for Village A, the Development was determined to have 147.4 acres of existing irrigated lawn and landscape area, and was estimated to have a total of 277.3 acres of irrigated lawn and landscape area at build-out.¹ As discussed above, AGMOD allocations are based upon the total amount of irrigable acres within a development at project build-out. To aid in your review, please see the enclosed chart of the AGMOD allocation for Village A which shows the break-out of the SWFWMD-established AGMOD allocations for each of the two distinct areas within Village A.

Section 12(B) of the Agreement provides that, in the event "the Irrigation Quality Water in the amounts addressed pursuant to this Agreement is otherwise prohibited by operation of any statute or law or governmental permit, rule or order," that the District may thereafter terminate the Agreement without penalty or liability by giving written notice to the Association. Unfortunately, the inadvertent over-allocation of Irrigation Quality Water to the Development is violative of the terms of the Permit, which is issued by SWFWMD- a governmental entity. Thus, such over-allocation "is prohibited by a government permit" and permits the District to terminate the Agreement, which would leave the Development without a source of Irrigation Quality Water to irrigate the lands within its boundary.

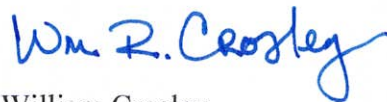
However, Section 19 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties. Accordingly, in lieu of terminating the Agreement pursuant to Section 12(B), which would result in no Irrigation Quality Water being provided to the Development- which is clearly detrimental to the development of both the lands within the District as well as within the Development- the District instead desires to amend the Agreement pursuant to Section 19 in order to revise the Reserved Allocation to account for the proper allocation of Irrigation Quality Water to the Development on a going forward basis.

¹ The District invites the Association to provide it with AutoCAD files delineating total acreage planned to be irrigated at build-out in order to better refine the irrigatable acreage calculation for the purposes of the AGMOD calculation relative to the Development. However, please note that this effort may result in a further decrease in identified irrigated acres and AGMOD allocations.

As a result, please see the enclosed amendment to the Agreement which addresses the proper amount of Irrigation Quality Water to be provided to the Development pursuant to the District's Permit, for your approval and execution. In order to ensure prompt compliance with the Permit, such revised allocations shall be effective as of June 1, 2022.

Should you have any questions please do not hesitate to contact me at (941) 244-2805 or wcrosley@sdsinc.org.

Sincerely,



William Crosley
West Villages Improvement District
District Manager

CC: Association Board of Directors (via e-mail)
John Meisel- jmeiselgpboard@gmail.com
Pam Kantola- pkantolagpboard@gmail.com
Phil Stokes- pstokesgpboard@gmail.com
Victor Dobrin- vdobringpboard@gmail.com
Tom Porada- tom@porada.com
Jim Cranston- capt.jimcranston.gppoa@gmail.com

Enclosures

PIL 3 Service Area	AGMOD Demand Calculations							
	NW Commercial Quad			Gran Paradis Lawn and Landscape			Total Annual Average Demand (gpd)	Total Peak Month Demand (gpd)
	Irrigated Area (ac)	Annual Average Demand (gpd)	Peak Month Demand (gpd)	Irrigated Area (ac)	Annual Average Demand (gpd)	Peak Month Demand (gpd)		
Village A	17.1	34,500	109,200	277.3	558,700	1,770,700	593,200	1,879,900

**FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR THE
DELIVERY AND USE OF IRRIGATION QUALITY WATER**

GRAN PARADISO

This **First Amendment** (the “First Amendment”) is made and entered into this 1st day of June, 2022, by and between:

West Villages Improvement District, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, and whose address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Gran Paradiso Property Owners Association, Inc., a Florida not-for-profit corporation, whose address is 20125 Galleria Boulevard, Venice, FL 34293 (the “Customer” and together with the District, the “Parties”).

RECITALS

WHEREAS, the Parties previously entered into that certain *Amended and Restated Agreement for the Delivery and Use of Irrigation Quality Water*, dated December 16, 2020 (the “Agreement”); and

WHEREAS, Exhibit C to the Agreement established that the Customer’s “Reserved Allocation” of Irrigation Quality Water (as defined in the Agreement) relative to the lands within the Gran Paradiso residential community (the “Development”) are 593,200 GPD (annual average daily flow) and 1,879,900 GPD (peak daily flow); and

WHEREAS, after inquiry by the Customer relative to the amount of the Reserved Allocation, and the District’s investigation of same, it was determined that the District had inadvertently included lands outside of the Development in its allocation of Irrigation Quality Water for the Development; and

WHEREAS, overall Wellen Park and project-based Reserved Allocations within the boundary of the District are ultimately governed by the District’s Water Use Permit (the “Permit”) issued by the Southwest Florida Water Management District; and

WHEREAS, Section 12(B) of the Agreement provides that in the event “the Irrigation Quality Water in the amounts addressed pursuant to this Agreement is otherwise prohibited by operation of any statute or law or governmental permit, rule or order,” that the District may thereafter terminate the Agreement without penalty or liability by giving written notice to the Customer; and

WHEREAS, the inadvertent over-allocation of Irrigation Quality to the Development is violative of the terms of the District’s Permit, which is issued by a governmental entity, and thus such over-allocation “is prohibited by a government permit;” and

WHEREAS, Section 19 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, in lieu of terminating the Agreement pursuant to Section 12(B) thereof, which would result in no Irrigation Quality Water being provided to the Development which is detrimental to the development of both the lands within the District and within the Development, the Parties instead desire to amend the Agreement pursuant to Section 19 thereof to revise the Reserved Allocation to account for the proper allocation of Irrigation Quality Water to the Development on a going forward basis.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this First Amendment.

SECTION 2. AMENDMENT OF AGREEMENT. Exhibit C of the Agreement is hereby deleted and replaced in its entirety with the attached **Exhibit A**. Such Revised Allocation shall be effective as of June 1, 2022.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment, effective the day and year first written above.

ATTEST:

**WEST VILLAGES
IMPROVEMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

ATTEST:

**GRAN PARADISO PROPERTY OWNERS
ASSOCIATION, INC.**

Witness

By: _____

Print: _____

Its: _____

Exhibit A: Customer's Reserved Average Annual Daily Flow

EXHIBIT A

Customer's Reserved Average Annual Daily Flow¹

Reserved Annual Average Daily Quantity
558,700

¹ Expressed in terms of gallons per day.