

UTILITY DEVELOPER'S AGREEMENT

THIS UTILITY DEVELOPER'S AGREEMENT ("Agreement") is made and entered into this 9th day of December, 2025, by and between Pulte Home Company, LLC, a foreign limited liability company (the "Developer"), CSWR – Florida Utility Operating Company, LLC, a Florida limited liability company ("Central State"), and Charlotte County, a political subdivision of the State of Florida (the "County"), (together, the "Parties").

RECITALS:

- A. County and Central State entered into that certain Bulk Sewer Service Agreement dated December 9, 2025 (Exhibit "1") to allow Central States to provide wastewater utility service in its service area; and
- B. Definitions of the terms Connection Infrastructure, Connection Point, Service Area and other definitions referenced in Exhibit 1 govern this agreement; and
- C. The Bulk Sewer Service Agreement requires Central State at its sole cost to construct Connection Infrastructure from its utility service system to the County's Connection Point, part of which infrastructure will be located on the west side of the Peace River; and
- D. County may accept, under specific conditions, ownership, control and maintenance of the Connection Infrastructure from the location where Central State's transmission line under the Peace River emerges (the "Exit Point") to the Connection Point where a Bulk Sewer Service meter will be collocated; and
- E. Central State intends to engage Pulte to construct the Connection Infrastructure contemplated by this agreement; and
- F. The Parties enter into this agreement together to ensure that the Connection Infrastructure is designed, permitted and constructed so that wastewater treatment services can be extended to Central State's Service Area on the east side of the Peace River.

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

- 1. Recitals True and Correct: The recitals set forth above are true and correct and are incorporated herein by reference.
- 2. Developer's Improvements:

Pulte shall design, permit and construct the Connection Infrastructure as described more fully in Exhibit "2" attached and made a part of this agreement. Exhibit "2" contains:
(a) a map showing the locations of Exit Point, the pipeline route under the Peace River,

the Connection Infrastructure, the Connection Point and Bulk Sewer Service meter; (b) a list of the Connection Infrastructure components and their current Engineer's Order of Magnitude of costs; (c) a list of required permits; and (d) a preliminary construction timeline. The Parties understand and agree that Exhibit "2" is an estimate and projection based on current conditions, which is subject to change. Prior to commencement of construction but after necessary permits are issued, the Parties shall adopt an amended Exhibit "2" containing updates for all relevant components. The County Administrator shall request Board of County Commissioners approval of the revised Exhibit "2," which approval shall not be unreasonably withheld or delayed.

Construction plans for the Connection Infrastructure must comply with FDEP Standards and the Charlotte County Utilities Department Design Compliance Standards dated November 1, 2011, and all subsequent revisions/addendums together with the latest Charlotte County Utilities Department Approved Product List, at no cost to County. In addition, Central State agrees to construct its collection facilities to meet the design hydraulic conditions established by County.

County shall be granted no fewer than ninety (90) days to review and approve the Connection Infrastructure plans when they are 40% complete and another period not to exceed ninety (90) days when the Connection Infrastructure plans are 100% complete, during which time periods the County shall approve or reject said plans. If County rejects the plans, it shall describe in reasonable detail changes necessary, if possible, to comply with the specific relevant standards. County shall not unreasonably withhold approval of the plans and a rejection without accompanying explanation including specific citation to an applicable standard shall be deemed unreasonable. Pulte will coordinate with County on not less than monthly inspections throughout construction to confirm conformance with the approved plans and specifications. The Parties agree that a failure by Pulte to comply with one or more of the provisions of this paragraph shall constitute a reasonable basis for County to withhold Bulk Sewer Service.

Central State shall provide to County prior to commencement of the Bulk Sewer Service evidence indicating that all permits related to the Connection Infrastructure have been closed. Failure to close Connection Infrastructure permits shall constitute a reasonable basis for County to withhold Bulk Sewer Service.

Pulte agrees that the Connection Infrastructure shall be designed, permitted and constructed in compliance with all applicable laws, rules and regulations regardless of source. Pulte shall include a provision in all contracts and bid documents related to the Connection Infrastructure stating that each contract or bid shall be fully assignable to the County and that the County shall have the right but not the obligation to accept such assignment. Such contracts and bid documents shall itemize the total costs of the Connection Infrastructure.

3. County's Option to Assume Agreements for Developer's Improvements. If Pulte fails to perform the duties and obligations under this Agreement or notifies County that it cannot perform the duties and obligations under this Agreement, County shall be

granted a first right to cancel this Agreement and assume Pulte's agreements with its contractors and subcontractors to construct the Developer's Improvements. County shall not be obligated to assume Pulte's agreements with its contractors and subcontractors to construct the Developer's Improvements and shall be free to negotiate such assumption(s). County shall notify Pulte no later than one hundred and eighty (180) days after Pulte delivers notice to County under this paragraph to agree to assume the agreements with its contractors and subcontractors to construct the Developer's Improvements, to agree to assume them with conditions or to reject assuming Pulte's agreements with its contractors and subcontractors to construct the Developer's Improvements. Pulte may reject County's conditional assumption and no further negotiations or acts by the County or Pulte shall be necessary. Central States waives any right to participate or intervene in any negotiations between County and Pulte under this paragraph.

4. Effective Date. The Effective Date of this agreement shall be the date it is signed by the Chair of the Board of County Commissioners.

5. Amendments: Amendments to this Agreement, including any such amendments extending the term of the Agreement, shall not be effective unless reduced to writing and executed by the Parties.

6. Successors and Assigns: A party's assignment of this Agreement shall not be effective until it is accepted by the other Parties. If assigned, this agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties and their respective legal representatives, successors and assigns. Pulte's successors in interest and assigns shall assume Pulte's duties, obligations and liabilities under this agreement. In the event of any such permitted assignment, assignor shall not be relieved of its duties and obligations hereunder.

7. Applicable Law and Venue: This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Charlotte County, Florida, unless prohibited by law.

8. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform. However, a party must notify the other party that it intends to invoke this paragraph, and such notice must be delivered and received no later than thirty (30) days after the cause of the failure or delay of performance is known to the claiming party. For ongoing disruptions, a party shall be deemed to have knowledge of the Force Majeure when a reasonable person would reasonably know of the existence of the Force Majeure. Failure to provide notice under this paragraph shall be deemed a waiver of a claim under this paragraph. Neither party may

invoke the provisions of this paragraph to avoid liability for Force Majeure events that occurred before the Effective Date.

9. Omission from Agreement: The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve either party of the necessity of complying with applicable laws and regulations (inclusive without limitation the applicable provisions of the Charlotte County Code of Laws and Ordinances, the County's Comprehensive Plan and land development regulations) governing said permitting requirements, conditions, terms or restrictions.

10. Recording of this Agreement: The Clerk of the Circuit Court of Charlotte County, as Clerk to the Board of County Commissioners, shall record this agreement in the Public Records of Charlotte County, Florida, as soon as may be practicable after the execution of this agreement by the Parties.

11. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto as the subject matter contained herein and supersedes any and all prior understandings, if any. There are no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by a party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the Parties unless they are in writing signed by the Parties and executed in the same manner as this Agreement.

12. Severability: In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof. All terms and provisions hereof shall be enforceable to the fullest extent permitted by law if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

13. Parties Drafted Equally: The Parties agree that they have played an equal and reciprocal part in drafting this Agreement and have had the benefit of consultation with legal counsel prior to its execution. Therefore, no provision of this Agreement shall be construed by a Court or judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

14. Compliance with Law. This Agreement shall not supersede any provision of the Code of Laws and Ordinances of Charlotte County, Florida, including any rule or regulation promulgated pursuant to law.

15. Notices: All notices, demands, requests for approvals or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by a recognized

national overnight courier service, or by hand delivery to the office of each party indicated below and addressed as follows:

To Developer: Pulte Home Company, LLC
Attn: Mike Hueniken
Address: 24311 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134
Telephone No. 561-906-7967
Email: mike.hueniken@pultegroup.com

With a Copy to: Name: Derek Rooney, Esq.
Address: 12800 University Drive, Suite 260
Fort Myers, Florida 33907
Telephone No. 239-340-7979
Email: derek.rooney@gray-robinson.com

To Central States: Name: Benjamin Sanders
Address: 1630 Des Peres Rd., Ste. 140
Des Peres, MO 63131
Telephone No. 979-665-2985
Email: bsanders@cswrgroup.com

With a Copy to: Name: Josh Richardson, Esq.
Address: 13421 Manchester Rd #103
St. Louis, MO 63131
Telephone No. 314-965-2277
Email: josh@bl-stl.com

To County: Charlotte County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

With a Copy to: Charlotte County Attorney
18500 Murdock Circle, Bldg. A, Ste. 573
Port Charlotte, FL 33948

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set after or preceding their respective signatures.

PULTE HOME COMPANY, LLC, a Foreign
limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

CSWR – FLORIDA UTILITY OPERATING
COMPANY, LLC, a Florida limited liability
company

By: _____

Print Name: _____

Title: _____

Date: _____

This Agreement is passed, duly adopted and signed on this 9th day of December, 2025.

BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: _____
Joesph M. Tiseo, Chairman

ATTEST:
Roger D. Eaton, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
Janette S. Knowlton, County Attorney
LR25-0814 

EXHIBIT 1

BULK SEWER TREATMENT AGREEMENT

BULK SEWER TREATMENT AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of December, 2025 between CSWR – FLORIDA UTILITY OPERATING COMPANY, LLC., a Florida limited liability company, ("Central States") and CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, FL ("County"), collectively, (the "Parties").

RECITALS

- A. Central States desires to reserve and secure sewer treatment service capacity and bulk sewer treatment service ("Bulk Sewer Service") from County to serve existing and future customers within its utility service area (the "Service Area"), as shown on Exhibit "A" attached to, and made a part of, this agreement; and
- B. County owns and operates a sewer treatment system capable of providing Bulk Sewer Service to Central States to serve its commercial and residential customers in the Service Area; and
- C. Central States understands and agrees that it must construct County-approved wastewater transmission infrastructure to connect its collection system, including transmission infrastructure under the Peace River, to the East Port Water Reclamation Facility located at 3100 Loveland Boulevard, Port Charlotte, Florida 33980; and
- D. The Parties understand and agree that the Bulk Sewer Service contemplated under this agreement shall be provided only if Central States effectuates, at its sole cost and own risk, a County-approved connection to the County's plant; and
- E. The Parties understand and agree that County is not capable of providing potable water services to Central States's customers in its Service Area at this time, and that those services will not be provided pursuant to this agreement; and
- F. Central States understands and agrees that in exchange for County accepting the Bulk Sewer Service contemplated under this agreement that it must design, construct, and maintain the sewer collection, transmission and delivery system in the Service Area to County's standards as further described below; and
- G. Based on the above, County is willing to provide Bulk Sewer Service to Central States according to the terms and conditions as set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The above recitals are true and correct and are incorporated into this agreement by this reference.

2. The Parties agree that unless otherwise defined in this agreement, terms included in this agreement that are defined in Section 3-8-46 ("Definitions") of the Code of Laws and Ordinances of Charlotte County, Florida, as amended from time to time, shall have the meanings described therein. In addition, and for purposes of this Agreement, the following words shall have the following meanings unless the context clearly requires otherwise:

(a) "Abnormal Occurrence" means an event at a sewer plant or sewer transmission facility that has the potential to cause a violation of a utility permit and is reportable to relevant regulatory agencies. Abnormal occurrences include, but are not limited to, sewage spills, overflow, equipment failures, line breaks, and abnormal lab results.

(b) "Collection Facilities" means each and every component of Central States's collection, transmission and delivery system in the Service Area.

(c) "Connection Infrastructure" means each and every component of the system connecting the Exit Point to the Connection Point defined immediately below.

(d) "Connection Point" means a flow meter where Central States's Collection Infrastructure is physically connected to the East Port Water Reclamation Facility sewer transmission system for the purpose of transmitting sewage through the Connection Infrastructure to the County's sewer treatment plant.

(e) "Excessive Flow" means sewer flows that exceed the Reserved Capacity as calculated on a rolling, twelve-month annual basis.

(f) "Exit Point" means the location where Central States's transmission line under the Peace River connects to the Connection Infrastructure.

(g) "Force Majeure." No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform. However, a party must notify the other party that its obligations are impeded by a Force Majeure. Notice must be delivered and received reasonably timely under the circumstances, but no later than thirty (30) days after the cause of the failure or delay of performance is known to the claiming party. For ongoing disruptions, a party shall be deemed to have knowledge of the Force Majeure when a reasonable person would reasonably know of the existence of the Force Majeure. Failure to provide notice shall be deemed a waiver of a claim under Force Majeure. Neither party may invoke Force Majeure to avoid liability for obligations that accrued before the Effective Date.

3. General Conditions.

(a) County agrees to provide Bulk Sewer Service in accordance with the terms and conditions contained in this agreement subject always to applicable law including but not

limited to the rules and regulations of the Florida Department of Environmental Protection (FDEP) or its successor agencies, and other governmental entities with relevant regulatory jurisdiction.

(b) The Parties agree that neither assumes any financial responsibility for the operation and maintenance of the other's sewer system.

(c) County shall notify Central States as soon as practicable if an emergency event will cause disruption of Bulk Sewer Service. County agrees to provide as much advance warning as is reasonable under the circumstances.

4. Bulk Sewer Service.

(a) Central States may collect and transmit sewage to the Connection Point and the County agrees to accept, treat and dispose of the sewage so transmitted, up to the Reserved Capacity based on the schedule attached as Exhibit "B," which is made a part of this agreement. No changes to the Reserved Capacity shall bind the County unless this agreement is amended by a prior writing lawfully adopted by the Parties.

(b) County shall not be liable for any damages, direct, indirect or consequential, resulting from its inability or failure to provide Bulk Sewer Service on a temporary or emergency basis due to Force Majeure. The County will use its best efforts to provide the Bulk Sewer Service required hereunder. If restrictions impairing County's ability to provide Bulk Sewer Service are imposed by one or more relevant regulatory authorities, the County reserves the right to temporarily reduce the Bulk Sewer Service, but only for such time as the Bulk Sewer Service cannot be accommodated as the result of the imposed governmental restrictions.

(c) Central States shall notify the County of any Abnormal Occurrence as soon as is practicable and shall also provide required notice to any applicable governmental regulatory agencies, as required by Rule 62-620.610, Florida Administrative Code, and as contained in the County's domestic wastewater facility permit.

(d) Central States shall provide the County with a quarterly report that contains the number and type of units, including any changes in the number of Equivalent Residential Connections associated with a property or customer, and which have been connected to Central States's utility system during the previous quarter. The report shall be submitted within fifteen (15) days after the end of the quarter for which the report is being provided.

5. Ownership; Maintenance; Repairs.

(a) Central States must design, permit, and construct its Collection Facilities and the Connection Infrastructure in accordance with FDEP Standards and the Charlotte County Utilities Department Design Compliance Standards dated November 1, 2011, and all subsequent revisions/addendums together with the latest Charlotte County Utilities Department Approved Product List, at no cost to County. Central States shall pay all

required County fees and shall facilitate County inspection of the construction of the Collection Facilities and the Connection Infrastructure. County may, at its reasonable discretion, deny Bulk Sewer Service contemplated in Exhibit "B" if the Collection Facilities fail county inspections. In addition, Central States agrees to construct its Collection Facilities and the Connection Infrastructure to meet or exceed the design hydraulic conditions established by County. Future Central States Collection Facilities must be sized to function properly under variation in flow, hydraulic conditions, and other factors which may reasonably be expected to occur over time in the Service Area. County shall review and approve Central States's Connection Infrastructure, which approval shall not be unreasonably withheld or delayed. Final plans and specifications shall be approved by County prior to FDEP permitting and construction, which approval shall not be unreasonably withheld or delayed. County may, at its sole discretion, review Central States's plans, observe all system construction, and test Central States's system to ensure compliance with County's and FDEP's requirements. Any discrepancies shall be corrected by Central States. Central States agrees that County's conditions as described above are reasonable, appropriate and acceptable. Central States agrees that County may reasonably deny or limit Bulk Service if Central States fails to comply with County's and/or FDEP's regulations or rules. County is not required to provide Bulk Service if doing so would violate any law, rule or regulation or cause damage to any County system.

(b) Central States shall construct, at its sole cost and expense, all necessary components of the Connection Infrastructure required to lawfully transmit untreated sewage to the Connection Point. Central States shall be solely responsible for all costs to construct, maintain and operate Connection Infrastructure and Collection Facilities, which shall not include the Connection Point. County shall be exclusively responsible to construct, operate and maintain its collection and transmission system, including the Bulk Sewer Service meter (also known as a sewer or sewage flow meter) required for this agreement. Central States agrees to pay County all costs reasonably related to the purchase, installation and testing of the Bulk Sewer Service meter.

(c) Central States shall notify County before making a request for a Florida Public Service Commission ("PSC") approval, finding or order that may or will materially impact this agreement or the County's wastewater system. County may file any response, including an objection in any acceptable form, to the PSC and such filing shall not constitute a breach of this agreement.

(d) County will test and recalibrate the Bulk Sewer Service meter no less than annually in accordance with the American Water Works Association Standards for Meter Testing. Central States may observe a test and recalibration of the Bulk Service meter, which may be performed by a vendor selected by County, at County's sole discretion. County agrees to provide Central States with copies of test and recalibration reports upon request. County shall notify Central States, in writing, thirty (30) calendar days in advance of any meter testing and/or recalibration. If the meter registers an accuracy error greater than the American Water Works Association standards, then County shall refund to Central States the amount billed in error for one-half the period since the last test. The one-half period will not exceed six (6) months, provided, however, that if it can be shown that the

error was due to an identifiable cause, the date of which can be determined, the overcharge will be computed back to such date. Whenever the meter is found to register less than the standard described above, County may bill Central States an additional amount that will be due for one-half the period since the last test. The one-half period may not exceed six months, provided, however, that if it can be shown that the error was due to an identifiable cause, the date of which can be determined, the undercharge will be computed back to such date.

(e) Collection Facilities within Central States 's service area shall be repaired by Central States if: (1) there are Excessive Flows due to a storm, a sudden surge of groundwater, infiltration and inflow, or other like conditions; or, (2) if any generally accepted testing or method of determining the condition of sewer lines indicates that a line is in need of repair or replacement. Lines or equipment must be repaired or replaced if they are not functioning in accordance with applicable design standards. County shall notify Central States upon the occurrence of any Excessive Flows. If County determines repairs or replacements are needed, Central States shall have ninety (90) days from written notification from County to evaluate the collection system and develop a repair plan acceptable to the Parties to perform any necessary improvements or repairs to the collection system. These improvements shall be completed within a reasonable period of time. If, after notification, Central States fails to perform the required evaluation and necessary improvements or repairs, and that failure contributes to an Abnormal Occurrence, Central States shall be subject to monetary damages for its proportional share of any resulting monetary fines or required improvements ordered by any regulatory agency. Central States's failure to pay damages pursuant to this section shall be sufficient grounds for County to cease provision of Bulk Sewer Service.

6. Bulk Sewer Service Rates; Connection Charges.

(a) Central States shall pay to County a Bulk Sewer Service Rate according to the schedule attached as Exhibit "C," which is made a part of this agreement. The Bulk Sewer Service Rates described in Exhibit C's section B(4) may be amended from time to time. County shall notify Central States if the Bulk Sewer Service Rate resolution is amended, when the revised rates are effective and shall provide Central States an updated Exhibit "C" no fewer than ninety (90) days before the revised rates are effective as to Central States.

(b) Central States shall pay County all applicable fees and costs on a GPD basis pursuant to the County's adopted Utility rate resolution in force on the date any bill is rendered, which sums are due upon delivery of the bulk service. County shall bill Central States on a monthly basis and payment shall be delivered to County no later than 20 days after delivery of the invoice and shall be otherwise subject to the County's Credit and Collection Policy Resolution as may be amended from time to time.

(c) Plant Capacity Fee. Central States shall pay County a Plant Capacity Fee as compensation for the reservation of East Port Wastewater Reclamation plant treatment capacity to provide the Bulk Sewer Service under this Agreement. Upon approval of the

first Planned Development for any new development in the Service Area but no later than 90 days before Bulk Sewer Service shall commence, Central States shall pay to County the cash sum of Four Hundred Fifty Thousand Two Hundred Dollars and no cents (\$450,200.00). This sum is derived from multiplying two hundred (200) ERCs by the current CCU capacity fee, which is Two Thousand Fifty-one dollars and no cents (\$2,251.00). CCU will credit Central States on a one-for-one basis as it adds ERCs to its system until the Plant Capacity Fee described here is dissipated. Thereafter, Central States shall be billed for ERCs as they are added or otherwise accounted for. County reserves the right to demand payment of subsequent Capacity Fees in its sole discretion when Central States intends to add Bulk Sewer Service demand and shall monitor future land use and zoning applications as part of CCU's responsibilities for planning for future service needs. Plant Capacity Fees shall reserve Bulk Sewer Service capacity for Central States's use for a period of ten (10) years, after which time the reservation of capacity shall expire but Central States shall continue to be credited for the Plant Capacity Fee until it is dissipated or otherwise accounted for. The Parties agree that Plant Capacity Fees are reasonable, appropriate and acceptable.

7. Discharge and Permitted Flows.

Central States will cooperate reasonably with County to coordinate flows to the Connection Point and ultimately to County's sewer treatment plant to mitigate the potential for any Abnormal Occurrence within County's sewer system. Cooperation shall include, but not be limited to, requiring commercial customers to install and maintain devices deemed necessary by the Charlotte County Health Department and consistent with County's industrial pretreatment requirements to trap and remove certain identified wastes other than domestic sewage.

8. Term; Termination.

This agreement shall be for an initial term of thirty (30) years, unless the parties mutually agree to an earlier termination date. Thereafter, this Agreement may be renewed for another thirty (30) year term upon mutual agreement of the Parties. The Board of County Commissioners hereby authorizes the County Administrator, in consultation with the County Attorney, to agree to the above referenced extension in writing, which extension shall be reported to the Board on its regular agenda no later than thirty (30) days after the execution of the extension. Either Party may terminate this agreement on a date certain with said date being no sooner than five (5) years before the effective date of the termination. Such notice of termination must be in writing and delivered pursuant to the notice provision in this agreement.

9. Notice.

All notices required or provided pursuant to this agreement shall be in writing and either sent by certified mail, return receipt requested, or hand delivered to the addresses below. Notice delivered by electronic means shall not constitute sufficient notice under this agreement.

County: County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

With copy to: Director, Utilities Department
18500 Murdock Circle
Port Charlotte, FL 33948

With copy to: County Attorney
18500 Murdock Circle, Ste. 573
Port Charlotte, FL 33948

Central States: Josiah Cox, President
Central States Water Resources, Inc.
1650 Des Peres Road, Suite 303
St. Louis, MO 63131

With copy to: James A. Beckemeier
Beckemeier LeMoine Law
13421 Manchester Rd., Suite 103
Saint Louis, Missouri 6313

10. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. This agreement may not be assigned, delegated, or transferred by a party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(b) This Agreement shall be construed and enforced according to the laws of the State of Florida. The Parties agree that the appropriate and correct venue for an action arising under this agreement shall be in and for Charlotte County, Florida.

(c) This Agreement is solely for the benefit of the Parties and no right or cause of action will accrue for the benefit of any third parties who are not signatories to this agreement.

(d) The failure of either party to enforce the provisions of this agreement shall not be construed as a general waiver or relinquishment of the right to demand strict performance of this agreement.

(e) This agreement constitutes the entire agreement of the Parties and may not be amended, modified, or rescinded except in writing and signed by the Parties. If a provision of this agreement is declared by a Court of competent jurisdiction to be illegal, invalid,

unenforceable, unconstitutional, or in violation of the County's bond covenants, the Parties intent that the remaining provisions of this agreement continue in full force and effect to the greatest extent possible.

(f) Neither party shall be liable or responsible to the other as a result of any injury to property or persons due to Force Majeure.

(g) The Parties' signatories are duly authorized to execute and deliver this agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CSWR – FLORIDA UTILITY OPERATING
COMPANY, LLC, a Florida limited liability
company

By: _____

Print Name: _____

Title: _____

Date: _____

This Agreement is passed, duly adopted and signed on this 9th day of December, 2025.

BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: _____
Joesph M. Tiseo, Chairman

ATTEST:
Roger D. Eaton, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
Janette S. Knowlton, County Attorney
LR25-0814 _____



ROUGH SERVICE AREA MAP (v2)
NORTH CHARLOTTE - PEACE RIVER SHORES
(WATER & WASTEWATER)
CHARLOTTE, FL



EXHIBIT A

DATE	4/17/2023
PROJECT NO.	23-0001
PROJECT NAME	PEACE RIVER SHORES
CLIENT	FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGNER	21 DESIGN GROUP INC.

21
DESIGN
GROUP INC.
1315 Jefferson Lane, Suite 200
Birmingham, AL 35204
205.933.8800
www.21designgroup.com

EXHIBIT B

Group	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Total Units	-	400	1,500	1,488	1,000	850	600	400	400	400	400	400	400	8,238
		400	1,900	3,388	4,388	5,238	5,838	6,238	6,638	7,038	7,438	7,838	8,238	

Condos	157.5	197	221											
Traditional	175.0	219	245											
Water Factor	1.40													

GPD Flow	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Condos	-	31,500	78,750	76,860	-	-	-	-	-	-	-	-	-
Traditional	-	35,000	175,000	175,000	175,000	148,750	105,000	70,000	70,000	70,000	70,000	70,000	70,000
Sewer Est	-	66,500	320,250	572,110	747,110	895,860	1,000,860	1,070,860	1,140,860	1,210,860	1,280,860	1,350,860	1,420,860
Water Est	-	93,100	448,350	800,954	1,045,954	1,254,204	1,401,204	1,499,204	1,597,204	1,695,204	1,793,204	1,891,204	1,989,204

CHG
BCE

EXHIBIT C

ROGER D. EATON, CHARLOTTE COUNTY CLERK OF
CIRCUIT COURT
PAGE: 10
INSTR #: 3550309 Doc Type: GOV
Recorded: 07/23/2025 at 10:30 AM
Rec. Fee: RECORDING \$86.50

RESOLUTION NUMBER 2025-241

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, TO ADOPT A NEW SCHEDULE OF CHARLOTTE COUNTY UTILITIES RATES, FEES, AND CHARGES; AND TO PROVIDE AN EFFECTIVE DATE.

RECITALS

WHEREAS, on September 12, 2023, the Board of County Commissioners of Charlotte County, Florida ("Board") adopted Resolution No. 2024-110, establishing a Schedule fixing water, sewer, and reuse rates, fees, and charges for the utility services to present and future customers of Charlotte County Utilities ("CCU"); and

WHEREAS, on the advice and recommendation of its technical advisors and County staff, the Board now desires to establish a new Schedule fixing water, sewer, and reclaimed water utility rates, increased by the Price Index differential as established by the Florida Public Service Commission pursuant to Section 367.081(4)(a), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida, that:

1. The Charlotte County Utilities Rate Schedules for Water, Sewer, and Reclaimed Water attached and incorporated collectively herein as "Exhibit A" are hereby adopted to be effective for utility bills on or after October 1, 2025.

2. The rates, fees, and charges adopted in Paragraph 1 shall continue to be able to be automatically increased or decreased annually, effective the first day of the

MM

fiscal year, without hearing, based upon the Price Index differential as established by the Florida Public Service Commission ("FPSC").

3. This Resolution shall be effective upon adoption.

[SIGNATURE PAGE TO FOLLOW]

PASSED AND DULY ADOPTED this 22nd day of July, 2025.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: 

Joseph M. Tisco, Chairman

ATTEST:

Roger D. Eaton, Clerk of Circuit Court and
Ex-officio Clerk of the Board of County
Commissioners

By: 

Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 

Janette S. Knowlton, County Attorney
LR25-0686 



Charlotte County Utilities Rate Schedule

Water

	Rates Effective for Bills Rendered on or after October 1,	
	2024	2025
		2.23%
A. WATER		
1. RESIDENTIAL SERVICE		
Base Facility Charge (no gallonage allowance):		
<u>Meter Size</u>		
5/8" x 3/4"	\$25.30	\$25.87
1"	\$63.25	\$64.66
1 1/2"	\$126.49	\$129.31
2"	\$202.35	\$206.87
3"	\$404.73	\$413.75
4"	\$632.37	\$646.47
Regular Gallonage Charge per 1,000 gallons:		
0-5,999	\$6.47	\$6.61
6,000-10,999	\$7.43	\$7.59
11,000-15,999	\$9.36	\$9.57
16,000-25,999	\$10.66	\$10.89
26,000 gallons and above	\$12.28	\$12.55
Emergency Gallonage Charge per 1,000 gallons:		
0-5,999	\$6.47	\$6.61
6,000-10,999	\$8.92	\$9.12
11,000-15,999	\$12.18	\$12.45
16,000-25,999	\$14.92	\$15.26
26,000 gallons and above	\$18.43	\$18.84
Customer charge added to each monthly bill:	\$4.74	\$4.85
2. MOBILE HOME RESIDENTIAL SERVICE		
Base Facility Charge (no gallonage allowance):		
5/8" x 3/4"	\$20.75	\$21.21
Regular Gallonage Charge per 1,000 gallons:		
0-5,999	\$6.47	\$6.61
6,000-10,999	\$7.43	\$7.59
11,000-15,999	\$9.36	\$9.57
16,000-25,999	\$10.66	\$10.89
26,000 gallons and above	\$12.28	\$12.55
Emergency Gallonage Charge per 1,000 gallons:		
0-5,999	\$6.47	\$6.61
6,000-10,999	\$8.92	\$9.12
11,000-15,999	\$12.18	\$12.45
16,000-25,999	\$14.92	\$15.26
26,000 gallons and above	\$18.43	\$18.84
Customer charge added to each monthly bill:	\$4.74	\$4.85

Charlotte County Utilities Rate Schedule

Water

		Rates Effective for Bills Rendered on or after October 1,
	2024	2025
		2.23%
3. MULTI-FAMILY RESIDENTIAL SERVICE		
Base Facility Charge times number of units (no gallonage)		
All Meter Sizes	\$17.70	\$18.09
Regular Gallonage Charge per 1,000 gallons:		
0-3,999	\$6.47	\$6.61
4,000-7,999	\$7.43	\$7.59
8,000-11,999	\$9.36	\$9.57
12,000-15,999	\$10.66	\$10.89
16,000 gallons and above	\$12.28	\$12.55
Emergency Gallonage Charge per 1,000 gallons:		
0-3,999	\$6.47	\$6.61
4,000-7,999	\$8.92	\$9.12
8,000-11,999	\$12.18	\$12.45
12,000-15,999	\$14.92	\$15.26
16,000 gallons and above	\$18.43	\$18.84
Customer charge added to each monthly bill:	\$4.74	\$4.85
4. BULK SERVICE		
Base Facility Charge times number of units (no gallonage)		
All Meter Sizes	\$11.91	\$12.17
Gallonage Charge per 1,000 gallons:	\$4.57	\$4.67
Customer charge added to each monthly bill:	\$4.74	\$4.85
5. GENERAL SERVICE		
Base Facility Charge (no gallonage allowance):		
<u>Meter Size</u>		
5/8" x 3/4"	\$25.30	\$25.87
1"	\$63.25	\$64.66
1 1/2"	\$126.49	\$129.31
2"	\$202.35	\$206.87
3"	\$404.73	\$413.75
4"	\$632.37	\$646.47
6"	\$1,264.72	\$1,292.92
8"	\$2,023.56	\$2,068.69
Gallonage Charge per 1,000 gallons:	\$6.47	\$6.61
Customer charge added to each monthly bill:	\$4.74	\$4.85

Charlotte County Utilities Rate Schedule

Water

		Rates Effective for Bills Rendered on or after October 1,
	2024	2025
		2.23%
6. IRRIGATION SERVICE		
5/8" x 3/4"	\$25.30	\$25.87
1"	\$63.25	\$64.66
1 1/2"	\$126.49	\$129.31
2"	\$202.35	\$206.87
3"	\$404.73	\$413.75
4"	\$632.37	\$646.47
6"	\$1,264.72	\$1,292.92
8"	\$2,023.56	\$2,068.69
Regular Gallonage Charge per 1,000 gallons:		
0-15,999	\$9.36	\$9.57
16,000 and above	\$10.66	\$10.89
Emergency Gallonage Charge per 1,000 gallons:		
0-15,999	\$12.18	\$12.45
16,000 and above	\$14.92	\$15.26
Customer charge added to each monthly bill:	\$4.74	\$4.85

Charlotte County Utilities Rate Schedule

Sewer

		Rates Effective for Bills Rendered on or after October 1,
	2024	2025
		2.23%
B. WASTEWATER		
1. RESIDENTIAL SERVICE		
Base Facility Charge (no gallonage allowance): All		
Meter Sizes	\$44.67	\$45.66
Gallonage Charge per 1,000 gallons (10,000-gallon		
maximum):	\$6.22	\$6.36
Customer Charge added to each sewer only account:	\$4.74	\$4.85
2. MOBILE HOME RESIDENTIAL SERVICE		
Base Facility Charge (no gallonage allowance): All		
Meter Sizes	\$43.32	\$44.29
Gallonage Charge per 1,000 gallons (10,000-gallon		
maximum):	\$6.22	\$6.36
Customer Charge added to each sewer only account:	\$4.74	\$4.85
3. MULTI-FAMILY RESIDENTIAL SERVICE		
Base Facility Charge times # units (no gallonage		
allowance): All Meter Sizes	\$35.75	\$36.55
Gallonage Charge per 1,000 gallons:	\$6.22	\$6.36
Customer Charge added to each sewer only account:	\$4.74	\$4.85
4. BULK SERVICE		
Base Facility Charge times the number of units: All		
Meter Sizes	\$29.72	\$30.39
Gallonage Charge per 1,000 gallons:	\$5.07	\$5.19
Customer Charge added to each sewer only account:	\$4.74	\$4.85
5. GENERAL SERVICE		
Base Facility Charge (no gallonage allowance):		
<u>Meter Size</u>		
5/8" x 3/4"	\$44.67	\$45.66
1"	\$111.69	\$114.18
1 1/2"	\$223.40	\$228.38
2"	\$357.43	\$365.40
3"	\$714.88	\$730.82
4"	\$1,116.99	\$1,141.90
6"	\$2,234.02	\$2,283.84
8"	\$3,574.38	\$3,654.09
Gallonage Charge per 1,000 gallons:	\$6.22	\$6.36
Customer Charge added to each sewer only account:	\$4.74	\$4.85

Charlotte County Utilities Rate Schedule

Sewer

	Rates Effective for Bills Rendered on or after October 1,	
	2024	2025
		2.23%
6. WASTEWATER ONLY CUSTOMERS		
a. Individual Residences		
Based on maximum usage, Monthly Flat Rate of:	\$106.90	\$109.29
Customer Charge added to each sewer only account:	\$4.74	\$4.85
b. Multi-family		
Based on maximum usage, Monthly Flat Rate per unit of:	\$85.54	\$87.44
Customer Charge added to each sewer only account:	\$4.74	\$4.85
c. Bulk		
Monthly Flat Rate per unit of:	\$80.53	\$82.32
Customer Charge added to each sewer only account:	\$4.74	\$4.85
d. General Service		
Based on maximum usage per schedule of daily rated gallage for various occupancies pursuant to the Utility Uniform Extension Policy.		
Base Facility Charge	\$111.69	\$114.18
Gallage Charge per 1,000 gallons:	\$6.22	\$6.36
Customer Charge added to each sewer only account:	\$4.74	\$4.85

Charlotte County Utilities Rate Schedule

Sewer

		Rates Effective for Bills Rendered on or after October 1,
	2024	2025
		2.23%
7. WASTEWATER ONLY CUSTOMERS, WATER SERVED BY ANOTHER UTILITY		
a. Individual Residences		
Base Facility Charge (no gallonage allowance): All		
Meter Sizes	\$44.67	\$45.66
Gallonage Charge per 1,000 gallons (10,000-gallon maximum):	\$6.22	\$6.36
Customer Charge added to each sewer only account:	\$4.74	\$4.85
b. Multi-family		
Base Facility Charge times the number of units: All		
Meter Sizes	\$35.75	\$36.55
Gallonage Charge per 1,000 gallons:	\$6.22	\$6.36
Customer Charge added to each sewer only account:	\$4.74	\$4.85
c. Bulk Service		
Base Facility Charge times the number of units: All Meter Sizes	\$29.72	\$30.39
Gallonage Charge per 1,000 gallons:	\$5.07	\$5.19
Customer Charge added to each sewer only account:	\$4.74	\$4.85
d. General Service		
Base Facility Charge (no gallonage allowance): Meter Size		
5/8" x 3/4"	\$44.67	\$45.66
1"	\$111.69	\$114.18
1 1/2"	\$223.40	\$228.38
2"	\$357.43	\$365.40
3"	\$714.88	\$730.82
4"	\$1,116.99	\$1,141.90
6"	\$2,234.02	\$2,283.84
8"	\$3,574.38	\$3,654.09
Gallonage Charge per 1,000 gallons:	\$6.22	\$6.36
Customer Charge added to each sewer only account:	\$4.74	\$4.85
e. Per Contract		
Consumption Charge only - Bulk Gallonage Charge per 1,000	\$5.07	\$5.19

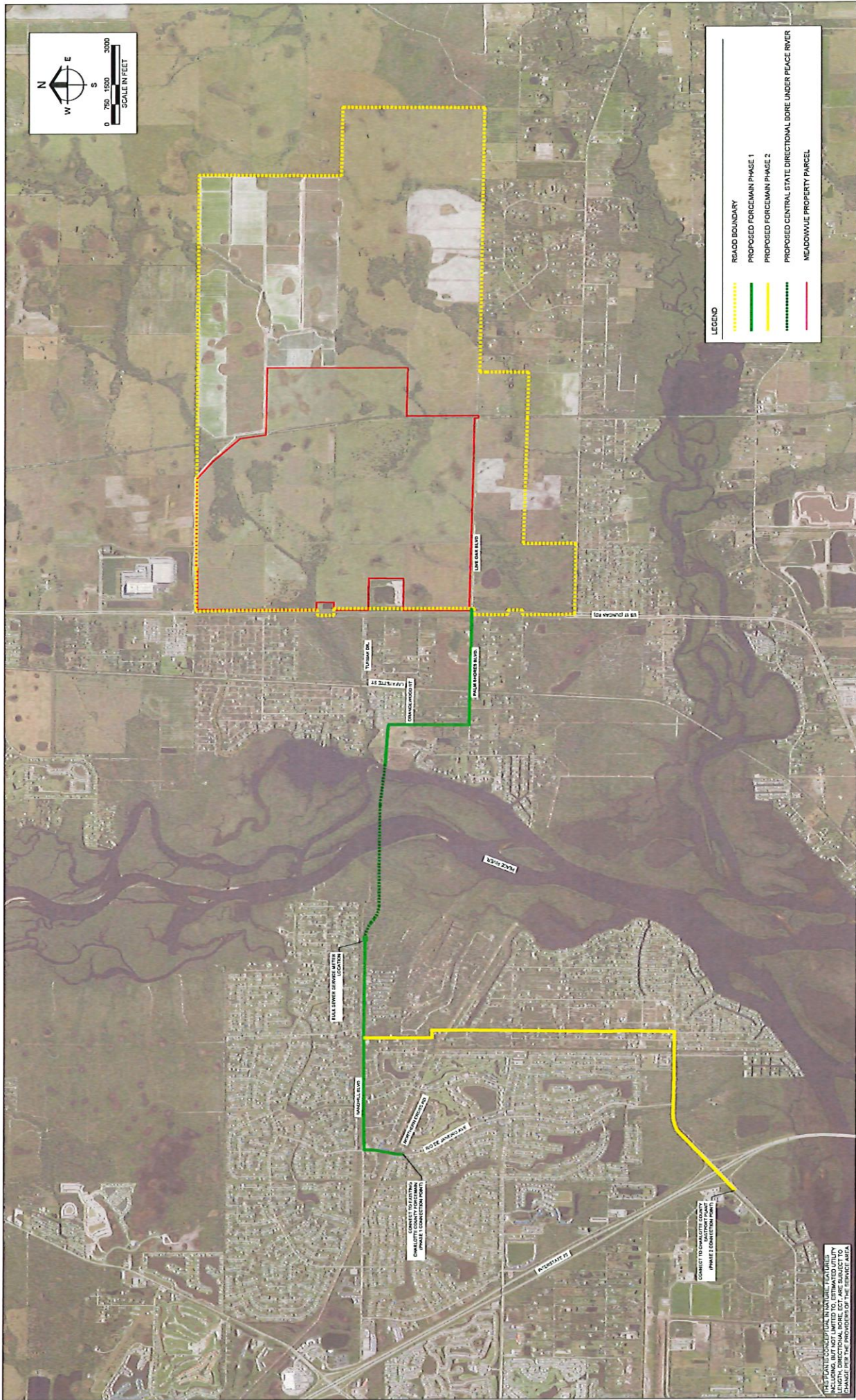
Charlotte County Utilities Rate Schedule

Reclaimed Water

		Rates Effective for Bills Rendered on or after October 1,
	2024	2025
		2.23%
C. RECLAIMED WATER (REUSE)		
1. a. Pond Delivery		
Base Facility Charge:	\$3.39	\$3.47
Gallage Charge per 1,000 gallons:		
0-3,000,000	\$0.27	\$0.27
3,000,001-9,000,000	\$0.20	\$0.20
9,000,001-30,000,000	\$0.17	\$0.17
30,000,001 and above	\$0.14	\$0.15
b. Direct Feed		
Base Facility Charge:	\$3.39	\$3.47
Gallage Charge per 1,000 gallons:		
0-3,000,000	\$0.40	\$0.41
3,000,001-9,000,000	\$0.34	\$0.35
9,000,001-30,000,000	\$0.31	\$0.32
30,000,001 and above	\$0.27	\$0.27

EXHIBIT 2(A)

**MAP SHOWING THE LOCATIONS OF EXIT POINT, THE
PIPELINE ROUTE UNDER THE PEACE RIVER, THE
CONNECTION INFRASTRUCTURE, THE CONNECTION POINT
AND BULK SEWER SERVICE METER**



THIS PLAN IS PRELIMINARY AND INTENDED FOR OFFSITE FORCEMAIN LAYOUT AND USE. INTENTED USE MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY, ENGINEERING, AND CONSTRUCTION REQUIREMENTS. CONTACT MEADOWWUE FOR MORE INFORMATION.

MEADOWWUE
OFFSITE FORCEMAIN
NOVEMBER 20, 2025

Barraco
and Associates, Inc.
2271 MCGREGOR BLVD, SUITE 100
FORT MYERS, FL 33904
PH: (888) 881-8818 • WWW.BARRACO.NET
FORT MYERS | PANAMA CITY BEACH

EXHIBIT 2(B)

**CONNECTION INFRASTRUCTURE COMPONENTS AND THEIR
CURRENT ENGINEER'S ORDER OF MAGNITUDE OF COSTS**

ENGINEER'S ORDER OF MAGNITUDE

for the construction of

MEADOWVUE - OFFSITE FORCEMAIN

November 20, 2025

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
I. OFFSITE FORCEMAIN EXTENSION (EAST SIDE OF RIVER)					
A.	16" DR-25 PVC Forcemain	8,600	LF	\$200.00	\$1,720,000.00
B.	16" DR-18 PVC Forcemain	500	LF	\$220.00	\$110,000.00
C.	16" Plug Valve	20	EA	\$15,000.00	\$300,000.00
D.	16" DR-11 HDPE Directional Bore	500	LF	\$450.00	\$225,000.00
E.	Master Lift Station	1	EA	\$1,500,000.00	\$1,500,000.00
F.	Roadway Open Cut/Restoration	9,500	SY	\$100.00	\$950,000.00
G.	Air Release Valve	20	EA	\$8,000.00	\$160,000.00
SUB-TOTAL:					\$4,965,000.00
II. OFFSITE FORCEMAIN EXTENSION (WEST SIDE OF RIVER AND BORE) PHASE 1					
A.	20" DR-9 HDPE Directional Bore	6,800	LF	\$1,260.00	\$8,568,000.00
B.	16" DR-25 PVC Forcemain	9,000	LF	\$200.00	\$1,800,000.00
C.	16" DR-18 PVC Forcemain	600	LF	\$225.00	\$135,000.00
D.	16" Plug Valve	13	EA	\$15,000.00	\$195,000.00
E.	Roadway Open Cut/Restoration Allowance	3,200	SY	\$100.00	\$320,000.00
F.	Driveway Restoration Allowance	12	EA	\$5,000.00	\$60,000.00
G.	Air Release Valve	8	EA	\$8,000.00	\$64,000.00
H.	Upgrades to Existing Lift Stations	3	EA	\$250,000.00	\$750,000.00
I.	Connection to Existing Forcemain	1	EA	\$10,000.00	\$10,000.00
SUB-TOTAL:					\$11,902,000.00
III. OFFSITE FORCEMAIN EXTENSION (WEST SIDE OF RIVER) PHASE 2					
A.	16" DR-25 PVC Forcemain	18,000	LF	\$200.00	\$3,600,000.00
B.	16" DR-18 PVC Forcemain	1,400	LF	\$225.00	\$315,000.00
C.	16" Plug Valve	20	EA	\$15,000.00	\$300,000.00
D.	16" DR-11 HDPE Directional Bore	200	LF	\$450.00	\$90,000.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
E.	Roadway Open Cut/Restoration Allowance	5,000	SY	\$100.00	\$500,000.00
F.	Driveway Restoration Allowance	20	EA	\$5,000.00	\$100,000.00
G.	Air Release Valve	8	EA	\$8,000.00	\$64,000.00
H.	Connection to Existing Forcemain	1	EA	\$10,000.00	\$10,000.00
SUB-TOTAL:					\$4,979,000.00
TOTAL:					\$21,846,000.00
10% CONTINGENCY:					\$2,184,600.00
CONTINGENCY TOTAL:					\$24,030,600.00

Notes:

1. Main sizes are assumed and not based on hydraulic calculations.
2. 20" Directional Bore costs is prorated for additional length based on estimate provided by Amici Engineering Contractors.
3. Estimate assumes directional bores for crossing of US 17 and railroad.
4. Estimate assumes open cuts for crossing of County maintained roadways.
5. Estimate assumes pump and panel upgrades only to Charlotte County existing lift stations.
6. Estimate assumes connection to existing Charlotte County wastewater transmission system for Phase 1 (Rio de Janeiro).
7. Estimate assumes connection to existing Charlotte County wastewater transmission system for Phase 2 (East Port Plant).

EXHIBIT 2(C)
LIST OF REQUIRED PERMITS

MeadowVue Off-Site Forcemain Entitlements List

November 20, 2025

State/Federal Permits

- FDEP General Permit for Water Crossing
- Army Corps. Of Engineers' General Permit
- FDOT Utility Connection Permit
- FDEP Wastewater Collection/Transmission System Permit

County/Local Permits

- Charlotte County Right-of-Way Permit
- Charlotte County Utilities Application for Plan Review
- Central State Water Resource Utility Permit

Miscellaneous

- Seminole Gulf Railway Permit for Pipeline Crossing

EXHIBIT 2(D)
PRELIMINARY CONSTRUCTION TIMELINE

MeadowVue Off-Site Forcemain Preliminary Construction Timeline

November 20, 2025

Obtain Permits – 4th Quarter 2026

Construction Commencement – 1st Quarter 2027

East Side of River Construction Completion – 3rd Quarter 2027

Peace River Bore Construction Completion – 3rd Quarter 2027

West Side of River Construction Completion – 4th Quarter 2027