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**AGREEMENT BETWEEN CHARLOTTE COUNTY AND
TUCKERS POINT I, LIMITED PARTNERSHIP FOR
REIMBURSEMENT OF THE COSTS FOR RECLAIMED WATER
LINES AND POTABLE WATER LINES**

THIS AGREEMENT is made and entered into this 23rd day of November 2021, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Port Charlotte, FL 33948 ("COUNTY") and TUCKERS POINT I LIMITED PARTNERSHIP, a Florida Limited Partnership, whose address is 7995 Mahogany Run Lane, Naples, FL 34113 "DEVELOPER", and collectively the "Parties".

RECITALS

WHEREAS, DEVELOPER is the owner of certain real property ("PROPERTY") in Charlotte County, Florida more particularly described in "Exhibit A" (attached and incorporated by reference); and

WHEREAS, the PROPERTY is located in Charlotte County Utilities' service area; and

WHEREAS, DEVELOPER intends to develop PROPERTY as a mixed use development ("PROJECT") which, at this time, is planned to include up to one thousand six hundred and eighty nine (1,689) residential units, three hundred eighty thousand (380,000) square feet of commercial retail development and four hundred (400) hotel rooms; and

WHEREAS, development of the PROJECT will require certain improvements to the COUNTY's potable water transmission system and wastewater transmission system to connect the PROJECT to COUNTY's utility system; and

WHEREAS, DEVELOPER has agreed to construct the off-site potable water and wastewater transmission system improvements needed to connect DEVELOPER'S

property to COUNTY'S utility systems in a separate off-site utilities agreement (Second Amended and Restated Off-Site Utilities Agreement), most recently amended on November 23, 2021; and

WHEREAS, COUNTY has requested that DEVELOPER construct and convey reclaimed water transmission lines to accommodate future customers who desire service from the COUNTY; and

WHEREAS, DEVELOPER desires to construct and convey to COUNTY reclaimed water transmission line from the intersection of Notre Dame Boulevard and Burnt Store Road southerly along Burnt Store Road to the point of connection with COUNTY's existing reclaimed water transmission main; and

WHEREAS, COUNTY, desires to reimburse DEVELOPER for the cost for the construction of this reclaimed water transmission line; and

WHEREAS, COUNTY desires to reimburse DEVELOPER for certain costs of the potable water transmission line along Notre Dame Boulevard; and

WHEREAS, the Parties are entering into this Agreement to establish the respective rights of the Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. DEVELOPER agrees to construct and convey approximately 2.5 miles of reclaimed water transmission line ("Off-site Improvements") as requested by COUNTY at DEVELOPER's expense. Off-site Improvements shall generally consist of reclaimed water transmission line along Burnt Store Road from Notre Dame Boulevard southerly to connection point with the existing reclaimed water main and Off-site Improvements to be placed within right of way and/or existing or acquired easements.

2. DEVELOPER has agreed, in the Second Amended and Restated Off-Site Utilities Agreement, to construct and convey approximately 5.0 miles of potable water transmission line and 5.0 miles of wastewater transmission line from the Property along Notre Dame Boulevard and Burnt Store Road to the connection point with the existing potable water and wastewater transmission systems on Burnt Store Road.

3. COUNTY shall reimburse DEVELOPER for certain additional costs incurred by DEVELOPER for the relocation of the Notre Dame Boulevard potable water transmission line from the south side to the north side of Notre Dame Boulevard.

4. The design for the Off-site Improvements authorized by this Agreement were prepared by a professional engineer registered in the State of Florida and regularly engaged in the field of Civil, Sanitary, or Environmental Engineering. The design proposed by DEVELOPER has been approved by COUNTY and conforms to COUNTY standards for the installation and extension of such facilities. DEVELOPER has obtained all required permits and must pay permit, inspection, and other applicable fees.

5. During all phases of the construction and installation of the Off-site Improvements, COUNTY may inspect all facilities installed to ensure conformity with the Charlotte County Utilities' Design Compliance Standards dated November 1, 2011. All constructed facilities determined not to be in compliance with COUNTY practices, regulations, or ordinances shall be corrected by DEVELOPER at DEVELOPER's sole expense. At its discretion, COUNTY may be present at all tests of the component parts of the system installed by DEVELOPER to ensure that the system, as constructed, conforms to COUNTY standards.

6. Upon completion of construction of the Off-site Improvements and acceptance by COUNTY, the DEVELOPER agrees that the Off-site Improvements shall become the

property of the COUNTY, and DEVELOPER shall convey the Off-site Improvements to COUNTY via a Bill of Sale in a form acceptable to COUNTY.

7. DEVELOPER shall provide COUNTY with accurate as-built and/or record drawings for the Off-Site Improvements in accordance with the Charlotte County Utilities Design Compliance Standards dated November 1, 2011 and all subsequent addendums. DEVELOPER is responsible for compliance with the conditions of all permits and approvals, ordinances, and approved construction documents.

8. DEVELOPER shall connect the Off-site Improvements to the COUNTY's reclaimed water system. COUNTY may inspect all Off-site Improvements connections to ensure that connections are made properly and free from infiltration or inflow. Any Off-site Improvements connection covered without the benefit of inspection by COUNTY may result in DEVELOPER being required to reopen the connection for subsequent inspection without cost to the COUNTY.

9. COUNTY shall reimburse DEVELOPER for the costs of construction of the Off-site Improvements. The maximum reimbursement amount shall be based on the cost approved by COUNTY and reflected in DEVELOPER'S Unit Price Contract Numbers Spreadsheet of Probable Costs for the Off-site Improvements required for DEVELOPER to connect to COUNTY'S system. A Probable Cost Estimate is attached as "Exhibit B". Based on the Probable Cost Estimate, the COUNTY's maximum reimbursement amount due to DEVELOPER is Three Million, Two Hundred Four Thousand, One Hundred Seventy-Seven and 94/100 Dollars (\$3,204,177.94).

10. The actual cost of work to be reimbursed for the Off-site Improvements shall be documented with copies of actual invoices paid for by DEVELOPER for the Off-site Improvements.

11. Prior to receiving the reimbursement payment, DEVELOPER must provide COUNTY with an Affidavit of Actual Costs and a release of all liens and encumbrances executed by the DEVELOPER'S contractor. If the actual costs are less than what was estimated by DEVELOPER, the reimbursement amount due to DEVELOPER shall be reduced by that amount.

12. This Agreement is not intended to, nor shall it, grant any third party any rights under this Agreement from COUNTY. COUNTY may refuse any connection to, or commencement of, any service to any user seeking to be connected to any portion of the off-site facilities installed by the DEVELOPER under this Agreement until DEVELOPER has complied with all terms and conditions of this Agreement.

13. DEVELOPER shall obtain all necessary permits prior to the commencement of construction of the Off-site Improvements.

14. DEVELOPER, its contractors, and subcontractors shall be insured against all losses and injury that may be caused by the construction and installation of the facilities authorized by this Agreement. DEVELOPER agrees to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement. DEVELOPER indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" as defined by Florida Statute §768.28.

15. During and after the construction of Off-site Improvements authorized by this Agreement, DEVELOPER shall (i) reimburse COUNTY for all damages to property owned or under the control of or use by COUNTY caused by installation or construction of the

Off-site Improvements, and (ii) reimburse every owner of property abutting the location of any Off-site Improvements installed under this Agreement for any physical injury or loss caused by installation or construction of the Off-site Improvements. DEVELOPER shall re-sod all swales damaged by the construction and repair all physical damage caused to abutting property.

16. Contractor(s) for the construction the Off-site Improvements must be State Certified or must hold a valid Certificate of Competency in underground utility construction.

17. The covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of COUNTY and DEVELOPER, their respective successors, assigns, and legal representatives.

18. DEVELOPER may assign this Agreement to a duly-approved Community Development District without prior COUNTY approval or to a subsequent purchaser of the Property subject to COUNTY'S prior written consent, which consent shall not be unreasonably withheld. Upon assignment, the assignee shall enjoy and undertake the same rights and obligations herein of DEVELOPER as if the assignee is the DEVELOPER hereunder.

19. This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same document.

20. This Agreement shall be governed by the laws of the State of Florida and venue for any action brought shall be in Charlotte County, Florida.

21. If any section, paragraph, term, or provision of this Agreement is determined to be illegal, invalid, or unconstitutional by any Court of competent jurisdiction, such determination shall have no effect on any other section, paragraph, term, or provision

hereof, all of which shall remain in full force and effect for the term of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: William B. Trux Chairman

ATTEST:

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

By: Dawn Smolecki
Deputy Clerk
AGR 2021-133

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR#2021-0847 JS

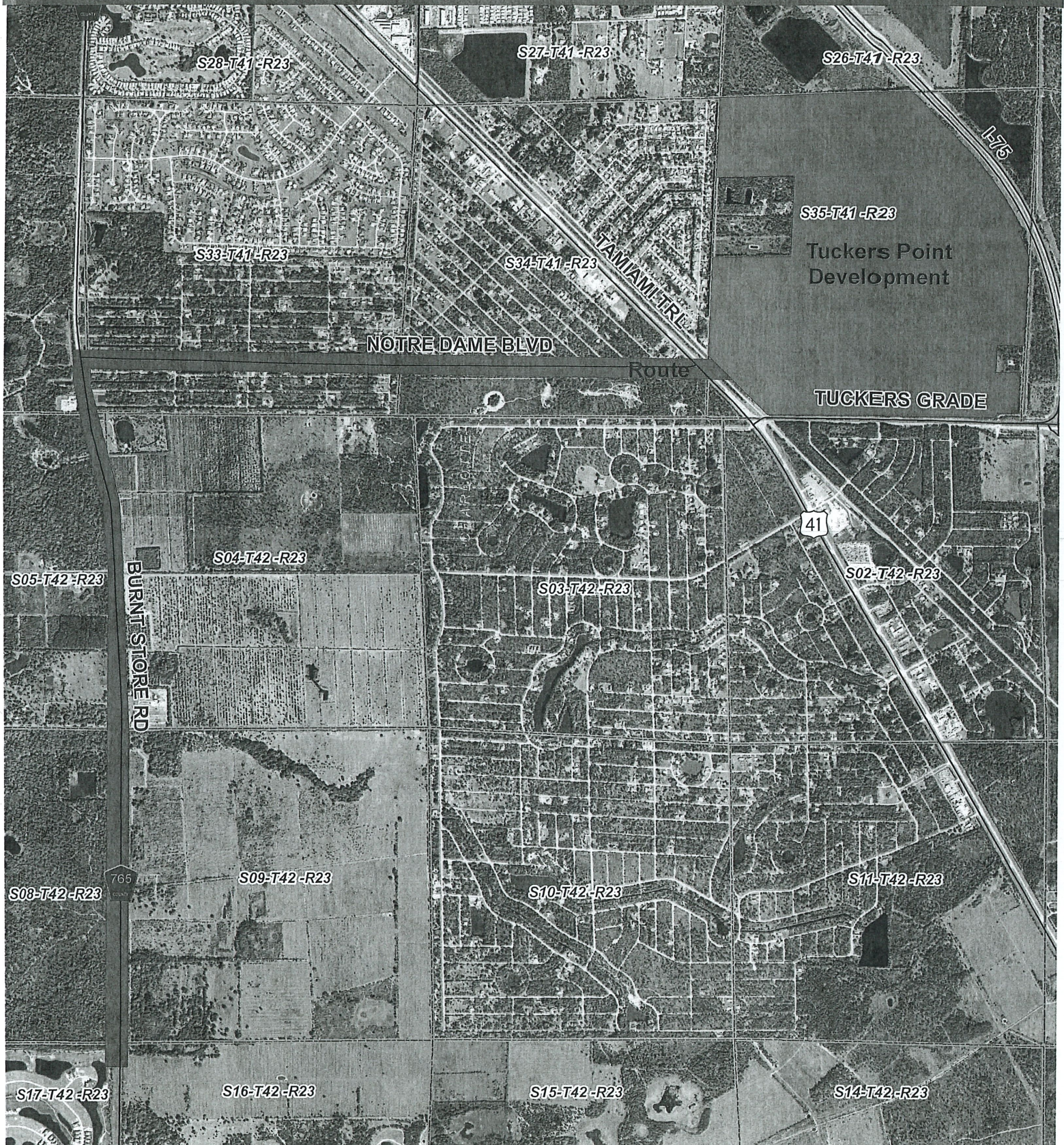
Witnesses:

De Wilson
Bdey

TUCKERS POINT I, LIMITED
PARTNERSHIP

By: [Signature]
Title: PRESIDENT

EXHIBIT "A" INFRASTRUCTURE IMPROVEMENTS



File: Infrastructure_Route
Date: 11/8/2021
Created By: David E. Cain
Coordinate System: NAD 1983 StatePlane Florida West FIPS 0902 Feet
Projection: Transverse Mercator
Center: 81°59'59.9496"W 26°51'3.6396"N
DISCLAIMER: This map is a representation of compiled information. It is believed to be an accurate and true depiction for the stated purpose, but Charlotte County Utilities and its employees make no guarantees, implied or otherwise, as to the accuracy or completeness. We therefore do not accept any responsibilities as to its use. This is not a survey or is it to be used for design. No part of this map may be reproduced or transmitted by any means without the express written permission from Charlotte County Utilities.

Tuckers Point Infrastructure

ROUTE
TuckersPoint



0 950 1,900 3,800
Feet

EXHIBIT B

GUYMANN

**Burnt Store Rd. (JEI Plans)
GENERAL**

Mobilization	1	LS	6,860.00	\$	6,860.00
Surveying & As-builts	1	LS	143,210.80	\$	143,210.80
QC Testing	1	LS	107,408.10	\$	107,408.10
Clearing and Grubbing	1	LS	102,780.00	\$	102,780.00
Maintenance of Traffic	1	LS	128,668.00	\$	128,668.00
NPDES/Erosion Control	1	LS	104,804.00	\$	104,804.00
Restoration	1	LS	734,139.20	\$	734,139.20
Subtotal				\$	1,327,870.10

**Notre Dame Utilities (SED Plan Set)
GENERAL**

Mobilization	1	LS	296,500.00	\$	296,500.00
Surveying & As-builts	1	LS	102,795.72	\$	102,795.72
QC Testing	1	LS	77,096.79	\$	77,096.79
Clearing and Grubbing	1	LS	144,000.00	\$	144,000.00
Maintenance of Traffic	1	LS	82,356.00	\$	82,356.00
NPDES/Erosion Control	1	LS	124,149.00	\$	124,149.00
30" RCP	100	LF	103.00	\$	10,300.00
24x38 ERCP	100	LF	132.00	\$	13,200.00
Type H Inlet	1	EA	7,430.00	\$	7,430.00
Restoration	1	LS	525,935.22	\$	525,935.22
Subtotal				\$	1,383,762.73

GENERAL TOTAL \$ **2,711,632.83****Burnt Store Rd. (JEI Plans)
POTABLE WATER MAIN**

16" DR18 Water Main	11,672	LF	132.16	\$	1,542,571.52
18" DR11 Horizontal Directional a Drill	1,055	LF	159.99	\$	168,789.45
16" Gate Valve	11	EA	8,377.76	\$	92,155.36
Fire Hydrant Assembly	7	EA	8,324.97	\$	58,274.79
Air Release Valve	6	EA	9,654.92	\$	57,929.52
Blow-off Assembly	1	EA	3,614.24	\$	3,614.24
16x16 Tapping Sleeve & Valve	1	EA	15,335.18	\$	15,335.18
Subtotal				\$	1,938,670.06

REUSE WATER MAIN

16" DR18 Reuse Main	11,400	LF	124.16	\$	1,415,442.56
16" CL250 DIP Reuse Main	60	LF	214.28	\$	12,856.80
18" DR11 Horizontal Directional Drill	1,055	LF	161.00	\$	169,855.00
12" DR18 Reuse Main	63	LF	100.59	\$	6,337.17
16" Gate Valve	8	EA	7,978.31	\$	63,826.48
Air Release Valve	6	EA	9,714.06	\$	58,284.36
Blow-off assembly	1	EA	3,633.89	\$	3,633.89
Connect to existing 16"	1	EA	3,786.16	\$	3,786.16
Subtotal				\$	1,734,022.42

FORCE MAIN

20" DR18 Force Main	1,196	LF	156.40	\$	187,054.40
16" DR18 Force Main	8,690	LF	113.77	\$	988,661.30
18" DR11 Horizontal Directional Drill	2,150	LF	172.81	\$	371,541.50
20" Plug Valve	1	EA	18,014.30	\$	18,014.30
16" Plug Valve	6	EA	9,768.32	\$	58,609.92
Air Release Valve	4	EA	10,148.91	\$	40,595.64
Connect to existing 20"	1	EA	5,146.51	\$	5,146.51
Subtotal				\$	1,669,623.57

Burnt Store Rd. (JEI) Total \$ **5,342,316.05****Notre Dame Utilities (SED Plan Set)
POTABLE WATER MAIN**

16" DR18 Water Main	9,767	LF	118.11	\$	1,153,580.37
18" DR11 Horizontal Directional Drill	2,080	LF	242.85	\$	505,128.00
20" DR 9 Horizontal Directional Drill	300	LF	290.82	\$	87,246.00
30" Jack and Bore	80	LF	826.00	\$	66,080.00
16" Gate Valve	14	EA	7,818.62	\$	109,460.68
12" Gate Valve	1	EA	4,617.08	\$	4,617.08
Fire Hydrant Assembly	16	EA	8,422.40	\$	134,758.40
Air Release Valve	4	EA	9,690.83	\$	38,763.32
Connect to existing 16"	1	EA	2,618.05	\$	2,618.05
Subtotal				\$	2,102,251.90

REUSE WATER MAIN

16" DR18 Reuse Main	602	LF	162.32	\$	97,716.64
18" DR11 Horizontal Directional Drill	495	LF	203.85	\$	100,905.75
16" Gate Valve	2	EA	8,481.63	\$	16,963.26
Air Release Valve	2	EA	10,115.04	\$	20,230.08
Connect to existing 16"	1	EA	2,637.82	\$	2,637.82
Subtotal				\$	238,453.55

REIMBURSEMENT OF THE COSTS

Reimbursement Percentage %	Reimbursement Amount \$
33%	\$ 2,284.38
33%	\$ 47,689.20
33%	\$ 35,766.90
33%	\$ 42,846.44
33%	\$ 34,899.73
33%	\$ 244,468.35
	\$ 407,955.00

32% \$ 46,080.00
40% \$ 32,942.40
33% \$ 41,341.6245% \$ 236,670.85
\$ 357,034.87

\$ 764,989.87

\$ -

100% \$ 1,415,442.56
100% \$ 12,856.80
100% \$ 169,855.00
100% \$ 6,337.17
100% \$ 63,826.48
100% \$ 58,284.36
100% \$ 3,633.89
100% \$ 3,786.16

\$ 1,734,022.42

\$ -

\$ 1,734,022.42

\$ 117,255.60

\$ 117,255.60

100% \$ 97,716.64
100% \$ 100,905.75
100% \$ 16,963.26
100% \$ 20,230.08
100% \$ 2,637.82
\$ 238,453.55

FORCE MAIN							
16" DR18 Force Main	5,916	LF	109.47	\$	647,624.52		
12" DR18 Force Main	5,031	LF	73.15	\$	368,017.65		
18" DR11 Horizontal Directional Drill	820	LF	235.18	\$	192,847.60		
14" DR 9 Horizontal Directional Drill	320	LF	135.95	\$	43,504.00		
24" Jack and Bore	80	LF	729.39	\$	58,351.20		
16" Plug Valve	7	EA	9,718.58	\$	68,030.06		
12" Plug Valve	7	EA	6,898.36	\$	48,288.52		
Air Release Valve	5	EA	9,703.35	\$	48,516.75		
Blow-off Assembly	1	EA	3,743.38	\$	3,743.38		
Connect to existing 16"	1	EA	2,780.65	\$	2,780.65		
Subtotal					\$ 1,481,704.33		\$ -
Notre Dame Blvd (SED) Total					\$ 3,822,409.78		\$ 355,709.15
TOTAL BID					\$ 11,876,358.66		\$ 2,854,721.44
Sub Bond						\$ 76,920.00	12.50% \$ 9,615.00
Office/Laydown Areas						\$ 390,000.00	12.50% \$ 48,750.00
General Conditions/Insurance/Fee						\$ 883,116.00	12.50% \$ 110,389.50
Subtotal					\$ 1,350,036.00		\$ 168,754.50
TOTAL CONSTRUCTION COSTS					\$ 13,226,394.66		\$ 3,023,475.94
* ND Redesign Consultant(s) Fees	1		160,000.00	\$	160,000.00 max	100% \$	132,702.00
** Gopher Tortoise Relocation & PM Budget	1	TBD	48,000.00	\$	48,000.00 max	100% \$	48,000.00
Subtotal					\$ 208,000.00		\$ 180,702.00
TOTAL PROJECT COSTS					\$ 13,434,394.66		TOTAL REIMBURSEMENT COST \$ 3,204,177.94
MISC ITEMS							
Seminole Gulf Railway	1	LS	388,678.22	\$	388,678.22		
** Gopher Tortoise Relocation Budget - South Side of ND	1	TBD	30,000.00	\$	30,000.00		
Subtotal					\$ 418,678.22		
TOTAL PROJECT COSTS + MISC ITEMS					13,853,072.88		TOTAL REIMBURSEMENT COST \$ 3,204,177.94

Summary of Reimbursement Cost:

	Burnt Store Rd.	Notre Dame Blvd
REUSE WATER MAIN	\$ 407,955.00	
	\$ 1,734,022.42	
	\$ 238,453.55	
	\$ 168,754.50	
	\$ 2,549,185.47	
POTABLE WATER MAIN		\$ 357,034.87
		\$ 117,255.60
		\$ 180,702.00
		\$ 654,992.47
TOTAL REUSE AND POTABLE WATER MAIN	\$	3,204,177.94