

OFF-SITE UTILITIES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, 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 KL WP Village, LLC, a Florida limited liability company, whose address is 105 NE 1st Street, Delray Beach, FL 33444 ("DEVELOPER").

W I T N E S S E T H

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

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

WHEREAS, DEVELOPER is currently developing PROPERTY to include a residential and mixed use subdivision ("PROJECT"), and for the purpose of determining utility service Connection Fees, the anticipated usage, is 281.0 potable water Equivalent Residential Connections ("ERCs") and 281.0 sewer ERCs; and

WHEREAS, development of the PROJECT will require certain off-site improvements to the COUNTY's potable water and sewer system to connect the PROJECT to COUNTY's potable water and sewer system; and

WHEREAS, DEVELOPER has agreed to construct off-site potable water and sewer system improvements needed to connect PROPERTY to COUNTY's potable water and sewer system; and

WHEREAS, COUNTY has requested that DEVELOPER increase the size of the off-site potable water and sewer mains, beyond the size required to service PROJECT, to accommodate future COUNTY needs; and

WHEREAS, COUNTY has requested that DEVELOPER install potable water and sewer stub outs to serve future commercial parcels on Seymour Ave.; and

WHEREAS, COUNTY desires to reimburse DEVELOPER for the cost of oversizing the off-site potable water and sewer mains, and the installation of potable water and sewer stub outs to serve future commercial parcels on Seymour Ave.; and

WHEREAS, DEVELOPER agrees to construct and convey to COUNTY the off-site potable water and sewer mains, and potable water and sewer stub outs from and including the PROJECT's property line to the point of connection with COUNTY's existing mains; and

WHEREAS, the COUNTY and DEVELOPER ("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:

GENERAL PROVISIONS

1. DEVELOPER agrees to extend mains ("Off-site Improvements") at DEVELOPER's expense to DEVELOPER's property. The Off-site Improvements shall generally consist of potable water and sewer mains, and potable water and sewer stub outs. The Off-site Improvements shall be placed within right of way and/or existing or acquired easements.

2. Any easements acquired by DEVELOPER shall be transferred to COUNTY subject to approval of the County Attorney. Easement conveyances shall be made without cost to COUNTY as part of the consideration for this Agreement.

3. The design for the Off-site Improvements authorized by this Agreement shall be prepared by a professional engineer registered in the State of Florida and regularly engaged in the field of Civil, Sanitary, or Environmental Engineering.

4. The Off-site Improvements design proposed by DEVELOPER must be approved by COUNTY and must conform to the Charlotte County Utilities' Design Compliance Standards dated November 1, 2011 ("COUNTY Standards") for the installation and extension of such facilities.

5. DEVELOPER shall obtain all required permits and pay permit, inspection, and other applicable fees. DEVELOPER shall also pay to COUNTY a fee commensurate with COUNTY's cost for reviewing engineering plans and for furnishing information regarding location and criteria to DEVELOPER's engineer.

6. COUNTY may inspect the PROJECT to ensure Off-site Improvements are in conformity with COUNTY Standards during all phases of the construction and installation.

7. DEVELOPER shall correct all DEVELOPER Off-site Improvements determined to be out of compliance with COUNTY practices, regulations, or ordinances at DEVELOPER's sole expense.

8. COUNTY may be present at all tests of the component parts of the Off-site Improvements installed by DEVELOPER.

9. Upon completion of construction of the Off-site Improvements and acceptance by COUNTY, 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.

10. DEVELOPER shall furnish accurate information with respect to matters of engineering, construction of buildings, and proposed uses to COUNTY.

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

12. DEVELOPER is responsible for compliance with the conditions of all Off-site Improvement permits, approvals, compliance with COUNTY ordinances, and approved plans.

13. DEVELOPER shall connect the Off-site Improvements to the COUNTY's sewer system.

14. COUNTY may inspect all connections to ensure that connections are made properly and free from infiltration or inflow.

15. If requested by COUNTY, DEVELOPER shall uncover any connection covered without the benefit of inspection by COUNTY for inspection, without cost to the COUNTY. DEVELOPER shall be additionally responsible for re-covering the connection following COUNTY inspection.

REIMBURSEMENT FOR OVERSIZING

16. COUNTY shall reimburse DEVELOPER for the cost of oversizing and installation of stub out Off-site Improvements.

17. Maximum Reimbursement. The maximum reimbursement amount is the County upsizing cost reflected in the "West Port Village," CCU Project #25-1059, for the West Port Village, attached and incorporated as "Exhibit B".

18. Based on Engineer's Opinion of Probable Costs, the COUNTY's maximum reimbursement amount due to DEVELOPER is One Million One Hundred Forty-Seven Thousand Seven Hundred Sixty-Two Dollars and Ninety Cents (\$1,147,762.90).

19. DEVELOPER shall document the actual cost of the work to construct the Off-site Improvements with copies of invoices from the utility contractor(s) that construct the improvements.

20. 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's engineer, then the reimbursement amount due to DEVELOPER shall be reduced by that amount.

21. This Agreement is not intended to, nor shall it, grant any third-party any rights whatsoever under this Agreement for service from COUNTY.

22. 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 Improvements installed by the DEVELOPER under this Agreement until DEVELOPER has complied with all terms and conditions of this Agreement.

23. 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.

24. DEVELOPER shall re-sod all swales damaged by the construction and repair all physical damage caused to abutting property.

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

26. DEVELOPER agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its authorized officers, employees, agents, and volunteers from 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.

27. During and after the construction of the Off-site Improvements authorized by this Agreement, DEVELOPER shall:

- a. Reimburse COUNTY for all damages to property owned or under the control of or use by COUNTY caused by installation or construction of the facilities; and
- b. Reimburse every owner of property abutting the location of any facilities installed under this Agreement for any physical injury or loss caused by installation or construction of the facilities.

28. Fees related to on-site facilities and the connection of on-site facilities to COUNTY's utility system are not included in this Agreement.

29. DEVELOPER shall pay on-site Connection Fees to COUNTY pursuant to a separate agreement. On-site Connection Fees must be paid at, or before, On-site facilities connection is made to COUNTY's utility system.

30. This Agreement is not transferable to, and may not be assigned to, any other parcel of property.

31. 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.

32. 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.

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

34. 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.

[SIGNATURE PAGES TO FOLLOW]

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

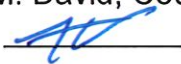
BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Joseph M. Tiseo, Chairman

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

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Thomas M. David, County Attorney
LR26-0348 

Witnesses:

KL WP VILLAGE, LLC

By: _____

Title: _____

Exhibit "A"

Short Legal	Legal Description
<p>TBS 001 0000 0002</p>	<p>TOLEDO BLADE SECTION ONE PART OF LOT 2 33.35 AC M/L MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE N00-07-03W FOR A DISTANCE OF 1229.52 FEET TO A POINT OF CUSP; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT OF RAIDUS 25.00 FEET (DELTA/CENTRAL ANGEL 89-05-02) (CHORD BEARING S44-39-34E) (CHORD LENGTH 35.07 FEET) FOR AN ARC DISTANCE OF 38.87 FEET TO A POINT OF TANGENCY; THENCE S89-12-05E FOR A DISTANCE OF 555.40 FEET; THENCE N00-07-03W FOR A DISTANCE OF 250.00 FEET TO THE SOUTH RIGHT OF WAY (ROW) LINE OF SEYMOUR AVENUE (50 PULBIC ROW); THENCE S89-12-05E ALONG SAID SOUTH ROW LINE FOR A DISTANCE OF 525.04 FEET; THENCE S00-07-03E FOR A DISTANCE OF 1437.25 FEET; THENCE S89-52-57W FOR A DISTANCE OF 1104.90 FEET TO THE POINT OF BEGINNING. RES4601/226 (1452726 SF) GOV3454075 GOV3454078 GOV3454092</p>
<p>TBS 001 0000 0004</p>	<p>TOLEDO BLADE SECTION ONE LOT 4 6.27 A M/L RES4601/226 4633/240 (272993 SF) 3436394 GOV3454075 GOV3454078 GOV3454092</p>

Exhibit "B"

APPROVED
By Basia Baster at 1:33 pm, Mar 27, 2026

West Port Village Utility Update Agreement
3/24/2026

Developer's Cost			
Portable Water Main Replacement Along Toledo Blade Blvd			
Seppner Ave to Road E (Oakleaf Ave)			
CONNECT TO EXISTING 12" MAIN AND 12" CUT IN TIE	1 EA	\$ 16,241.04	\$ 16,241.04
12" PVC DRUG WATER MAIN	1512 LF	\$ 57.33	\$ 86,413.56
12" GATE VALVE	4 EA	\$ 4,675.86	\$ 18,703.44
12" HYDRANT ASSEMBLY	1 EA	\$ 9,932.64	\$ 9,932.64
	Sub-Total		\$ 131,290.68
Road E to SR 776			
12" PVC DRUG WATER MAIN	642 LF	\$ 57.33	\$ 36,824.04
12" GATE VALVE	4 EA	\$ 4,675.86	\$ 18,703.44
12" HYDRANT ASSEMBLY	1 EA	\$ 9,932.64	\$ 9,932.64
	Sub-Total		\$ 65,460.12
SR 776 - Curve Waterway to Toledo Blade Blvd			
12" PVC DRUG WATER MAIN	532 LF	\$ 57.33	\$ 30,488.56
12" GATE VALVE	1 EA	\$ 4,675.86	\$ 4,675.86
	Sub-Total		\$ 35,164.42
SR 776 - Toledo Blvd to Road E (Oakleaf Ave)			
12" PVC DRUG WATER MAIN	1512 LF	\$ 57.33	\$ 86,413.56
12" GATE VALVE	2 EA	\$ 4,675.86	\$ 9,351.72
	Sub-Total		\$ 95,765.28
SR 776 - Road E (Oakleaf Ave) to Colington Boulevard			
12" PVC DRUG WATER MAIN	1134 LF	\$ 57.33	\$ 64,933.22
12" GATE VALVE	1 EA	\$ 4,675.86	\$ 4,675.86
	Sub-Total		\$ 69,609.08
Force Main along Oakleaf Ave to SR 776			
CONNECT TO EXISTING 12" MAIN AND 12" CUT IN TIE	1 EA	\$ 17,243.53	\$ 17,243.53
12" FORCE MAIN DIRECTIONAL DRILL	180 LF	\$ 258.25	\$ 46,485.00
12" PVC DRUG FORCE MAIN	1551 LF	\$ 56.12	\$ 86,513.61
12" FORCE MAIN DEFLECTION	4 EA	\$ 2,813.63	\$ 11,254.52
12" GATE VALVE	1 EA	\$ 4,183.88	\$ 4,183.88
	Sub-Total		\$ 165,710.54
	Total		\$ 502,893.28

County Portable Water Main Update Along Toledo Blade Blvd			
Seppner Ave to Road E (Oakleaf Ave)			
CONNECT TO EXISTING 12" MAIN AND 12" CUT IN TIE	1 EA	\$ 11,512.64	\$ 11,512.64
12" PVC DRUG WATER MAIN	1512 LF	\$ 56.36	\$ 84,843.92
12" GATE VALVE	4 EA	\$ 4,813.50	\$ 19,254.00
12" HYDRANT ASSEMBLY	1 EA	\$ 10,430.00	\$ 10,430.00
	Sub-Total		\$ 126,040.56
Road E to SR 776			
12" PVC DRUG WATER MAIN	642 LF	\$ 56.36	\$ 36,204.48
12" GATE VALVE	4 EA	\$ 4,813.50	\$ 19,254.00
12" HYDRANT ASSEMBLY	1 EA	\$ 10,430.00	\$ 10,430.00
	Sub-Total		\$ 65,888.48
SR 776 - Curve Waterway to Toledo Blade Blvd			
12" PVC DRUG WATER MAIN	532 LF	\$ 56.36	\$ 29,903.52
12" GATE VALVE	1 EA	\$ 4,813.50	\$ 4,813.50
	Sub-Total		\$ 34,717.02
SR 776 - Toledo Blvd to Road E (Oakleaf Ave)			
12" PVC DRUG WATER MAIN	1512 LF	\$ 56.36	\$ 85,143.52
12" GATE VALVE	2 EA	\$ 4,813.50	\$ 9,627.00
	Sub-Total		\$ 94,770.52
SR 776 - Road E (Oakleaf Ave) to Colington Boulevard			
12" PVC DRUG WATER MAIN	1134 LF	\$ 56.36	\$ 63,872.52
12" GATE VALVE	1 EA	\$ 4,813.50	\$ 4,813.50
	Sub-Total		\$ 68,686.02
Force Main along Oakleaf Ave to SR 776			
CONNECT TO EXISTING 12" MAIN AND 12" CUT IN TIE	1 EA	\$ 22,968.74	\$ 22,968.74
12" FORCE MAIN DIRECTIONAL DRILL	180 LF	\$ 322.81	\$ 58,105.80
12" PVC DRUG FORCE MAIN	1551 LF	\$ 56.10	\$ 86,805.51
12" FORCE MAIN DEFLECTION	4 EA	\$ 4,642.97	\$ 18,571.88
12" GATE VALVE	1 EA	\$ 3,586.42	\$ 3,586.42
	Sub-Total		\$ 190,038.35
	Total		\$ 1,217,214.94

CCU's Cost	
Seppner Ave to Road E (Oakleaf Ave)	\$ 126,040.56
Road E to SR 776	\$ 65,888.48
SR 776 - Curve Waterway to Toledo Blade Blvd	\$ 34,717.02
SR 776 - Toledo Blvd to Road E (Oakleaf Ave)	\$ 94,770.52
SR 776 - Road E (Oakleaf Ave) to Colington Boulevard	\$ 68,686.02
Force Main along Oakleaf Ave to SR 776	\$ 190,038.35
Sub-Total	\$ 680,181.95

West Port Village Development only require a 12" Portable Water Main and 12" Force Main. Charlotte County Utilities requested water main and force main updating to provide additional benefits and serve future surrounding developments. Using Contractor M-18 is our estimate that this update increase the cost of development by over \$36,000.00 to \$1,117,214.94. West Port Village LLC should be reimbursed \$36,000.00 by Charlotte County Utilities.

West Port Village Utility Full Encumbrance Agreement

CCU's Cost			
Force Main along Toledo Blade Blvd to Oakleaf Ave Station			
12" FORCE MAIN DIRECTIONAL DRILL	2471 LF	\$ 258.25	\$ 637,938.75
12" FORCE MAIN DEFLECTION	1 EA	\$ 5,843.22	\$ 5,843.22
12" PVC DRUG FORCE MAIN	2 EA	\$ 7,345.80	\$ 14,691.60
12" GATE VALVE	1 EA	\$ 11,653.23	\$ 11,653.23
	Sub-Total		\$ 669,126.80
Water Main along Toledo Blade Blvd between Road E (Oakleaf Ave) and Road B			
12" PVC DRUG WATER MAIN	1154 LF	\$ 56.36	\$ 64,933.52
12" PVC DRUG WATER MAIN	1542 LF	\$ 57.23	\$ 88,134.66
12" GATE VALVE	2 EA	\$ 4,675.86	\$ 9,351.72
12" GATE VALVE	1 EA	\$ 4,675.86	\$ 4,675.86
12" HYDRANT ASSEMBLY	1 EA	\$ 10,432.00	\$ 10,432.00
12" HYDRANT ASSEMBLY	1 EA	\$ 9,932.64	\$ 9,932.64
	Sub-Total		\$ 137,460.40
Water Main along Seppner Ave			
12" PVC DRUG WATER MAIN	232 LF	\$ 57.23	\$ 13,277.06
12" GATE VALVE	2 EA	\$ 4,675.86	\$ 9,351.72
12" HYDRANT ASSEMBLY	1 EA	\$ 9,932.64	\$ 9,932.64
	Sub-Total		\$ 32,561.42
Sanitary Sewer along Seppner Ave			
12" SANITARY MAIN (12" x 14" DEFLECT)	1 EA	\$ 11,500.00	\$ 11,500.00
12" PERFORATED SANITARY MAIN (12" x 14" DEFLECT)	143 LF	\$ 155.41	\$ 22,213.57
	Sub-Total		\$ 33,713.57
Survey and Engineering Services			
UTILITY AND DESIGN	1 LS	\$ 45,000.00	\$ 45,000.00
ENGINEERING DESIGN AND PERMITTING	1 LS	\$ 25,000.00	\$ 25,000.00
NOVATA CONSTRUCTION	1 LS	\$ 10,000.00	\$ 10,000.00
	Sub-Total		\$ 80,000.00
	Total		\$ 894,801.79

As part of the West Port Village Development, Charlotte County Utilities is requested water and sewer mains and stub outs. These items are not required as part of the West Port Village Development and the developer should be reimbursed \$894,801.79 by Charlotte County Utilities.

Matthew J Morris

Digitally signed by Matthew J Morris
Date: 2026.03.27 13:19:13 -04'00'



This document is digitally signed and sealed by Matthew J. Morris, P.E., on the date indicated below. Signature may be verified by the electronic stamp.

Total CCU's cost:
\$1,147,762.90