

OFF-SITE UTILITIES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this January 13, 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 Firelight Community Development District a Florida limited liability company, whose address is 5800 Lakewood Ranch Blvd., Sarasota, FL 34240 ("DISTRICT").

WITNESSETH

WHEREAS, DISTRICT 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 and within Charlotte County Utilities' service area; and

WHEREAS, DEVELOPER is currently developing PROPERTY to include a residential subdivision ("PROJECT"), and for purpose of determining utility service Connection Fees, the anticipated usage, is 965.0 potable water Equivalent Residential Connections (ERCs) and 965.0 sewer ERCs; and

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

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

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

WHEREAS, COUNTY, desires to reimburse DISTRICT for the cost of oversizing the off-site sewer and potable water transmission lines; and

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

WHEREAS, the COUNTY and DISTRICT ("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. DISTRICT agrees to extend transmission lines ("Off-site Improvements") at DISTRICT'S expense to DISTRICT's property. The Off-site Improvements shall generally consist of a sewer and potable water transmission main. The Off-site Improvements shall be placed within right of way and/or existing or acquired easements.

2. Any easements acquired by DISTRICT 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 DISTRICT must be approved by COUNTY and must conform to COUNTY standards for the installation and extension of such facilities.

5. DISTRICT shall obtain all required permits and pay permit, inspection, and other applicable fees. DISTRICT 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 DISTRICT's engineer.

6. COUNTY may inspect the PROJECT to ensure Off-site improvements are conformity with the Charlotte County Utilities' Design Compliance Standards dated November 1, 2011, during all phases of the construction and installation.

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

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

9. Upon completion of construction of the Off-site Improvements and acceptance by COUNTY, the DISTRICT agrees that the Off-site Improvements shall become the property of the COUNTY, and DISTRICT shall convey the Off-site Improvements to COUNTY via a Bill of Sale in a form acceptable to COUNTY.

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

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

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

13. DISTRICT 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, DISTRICT shall uncover any connection covered without the benefit of inspection by COUNTY for inspection, without cost to the COUNTY.

REIMBURSEMENT FOR OVERSIZING

16. COUNTY shall reimburse DISTRICT for the cost of oversizing Off-site Improvements.

17. Maximum Reimbursement. The maximum reimbursement amount is the County upsizing cost reflected in the "Firelight North/Firelight East Utility Extension" for the Firelight North and Firelight East Projects, attached and incorporated as "Exhibit B".

18. Based on Engineer's Opinion of Probable Costs, the COUNTY's maximum reimbursement amount due to DISTRICT is Seven Hundred Ninety-Five Thousand Three Hundred Sixty Dollars (\$795,360.00.)

19. DISTRICT 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, DISTRICT must provide COUNTY with an Affidavit of Actual Costs and a release of all liens and encumbrances executed by the DISTRICT's contractor. If the actual costs are less than what was estimated by DISTRICT's engineer, then the reimbursement amount due to DISTRICT 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 DISTRICT under this Agreement until DISTRICT has complied with all terms and conditions of this Agreement.

23. DISTRICT, 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. DISTRICT 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. DISTRICT 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. DISTRICT 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, DISTRICT 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. DISTRICT 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 DISTRICT, 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 PAGE 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 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
Janette S. Knowlton, County Attorney
LR# 24-0873 

Witnesses:

Z. M. A.
Wynne Mages

Firelight Community Development District

By: John Leinawaver, CHAIR 
Title: Chair

Exhibit "A"

| Short Legal | Legal Description |
|--------------------|--|
| ZZZ 284223 P1 | 28 42 23 P-1 320A M/L E1/2 1/196 DB48/129 CMB3/327 482/363 E550/1558 2408/1758 3157/63 3157/65 3199/1502 CD3264666 GOV3374849 |
| ZZZ 214223 P2 | 21 42 23 P-2 314 AC. M/L TH W1/2 LESS 6A CANAL R/W FURTHER LESS PARCEL BSR2-106 AS DESC OR 4419/1578 OOT4419/1578 4985/2069 3245250 GOV3242412 |

Exhibit "B"

APPROVED

By Basia Baster at 2:39 pm, Jun 25, 2025

| Cost Share - Freight North/Fire Lake East Utility Extension | | | | | | | | |
|--|---------------------------------------|---------------------|------------------|------|-------------|------------------|-----------------|----------------|
| Location | Utility | Design Requirements | CCU Requirements | Unit | Design Cost | Base Design Cost | CCU Update Cost | CCU Cost Share |
| Burnt Store Road/ Zemel Road Utility Extension Phase Phase 1 | 8" CR-18 CF00 PVC Water Main | 3,415 | | LF | \$41.30 | \$121,037.50 | \$0.00 | \$0.00 |
| | 8" Gate Valve | 7 | | EA | \$3,020.00 | \$21,000.00 | \$0.00 | \$0.00 |
| | 6" CR-18 CF00 PVC Force Main | 3,376 | | LF | \$33.00 | \$118,189.60 | \$0.00 | \$0.00 |
| | 8" Plug Valve | 2 | | EA | \$1,600.00 | \$3,200.00 | \$0.00 | \$0.00 |
| | 14" CR-18 CF00 PVC Water Main | 3,415 | | LF | \$47.20 | \$16,660.00 | \$287,788.00 | \$155,743.50 |
| | 16" CR-18 CF00 PVC Water Main | 7 | | EA | \$6,000.00 | \$0.00 | \$12,000.00 | \$12,000.00 |
| | 12" CR-18 CF00 PVC Force Main | 3,376 | | LF | \$58.40 | \$0.00 | \$220,793.40 | \$102,653.40 |
| | 12" Plug Valve | 2 | | EA | \$3,550.00 | \$0.00 | \$7,650.00 | \$4,400.00 |
| Sub-Total North Phase 1 | | | | | | \$283,399.50 | \$568,778.40 | \$284,778.90 |
| CCU Cost Share Total - North Phase 1 | | | | | | | | |
| Burnt Store Road/ Zemel Road Utility Extension Phase Phase 2 | 8" CR-18 CF00 PVC Water Main | 3,325 | | LF | \$41.30 | \$137,323.50 | \$0.00 | \$0.00 |
| | 8" CR-11 HDPE Water Main | 710 | | LF | \$52.00 | \$36,720.00 | \$0.00 | \$0.00 |
| | 16" x 8" Tapping Device w/ Gate Valve | 1 | | EA | \$5,500.00 | \$5,500.00 | \$0.00 | \$0.00 |
| | 8" Gate Valve | 3 | | EA | \$3,000.00 | \$9,000.00 | \$0.00 | \$0.00 |
| | 6" CR-18 CF00 PVC Force Main | 3,378 | | LF | \$35.00 | \$118,933.00 | \$0.00 | \$0.00 |
| | 6" CR-11 HDPE Force Main | 298 | | LF | \$45.00 | \$13,410.00 | \$0.00 | \$0.00 |
| | 20" x 8" Tapping Device w/ Gate Valve | 1 | | EA | \$3,500.00 | \$3,500.00 | \$0.00 | \$0.00 |
| | 8" Plug Valve | 2 | | EA | \$1,600.00 | \$3,200.00 | \$0.00 | \$0.00 |
| | 16" CR-18 CF00 PVC Water Main | 3,325 | | LF | \$57.20 | \$0.00 | \$289,910.00 | \$152,617.50 |
| | 16" CR-11 HDPE Water Main | 710 | | LF | \$100.00 | \$0.00 | \$71,000.00 | \$34,500.00 |
| | 16" x 8" Tapping Device w/ Gate Valve | 1 | | EA | \$7,650.00 | \$0.00 | \$7,650.00 | \$3,825.00 |
| | 16" Gate Valve | 3 | | EA | \$6,000.00 | \$0.00 | \$18,000.00 | \$9,000.00 |
| | 12" CR-18 CF00 PVC Force Main | 3,376 | | LF | \$49.40 | \$0.00 | \$220,259.20 | \$102,659.20 |
| | 12" CR-11 HDPE Force Main | 298 | | LF | \$60.00 | \$0.00 | \$23,840.00 | \$10,920.00 |
| | 20" x 8" Tapping Device w/ Gate Valve | 1 | | EA | \$6,000.00 | \$0.00 | \$6,000.00 | \$3,000.00 |
| | 12" Plug Valve | 2 | | EA | \$3,500.00 | \$0.00 | \$7,650.00 | \$4,400.00 |
| Sub-Total North Phase 2 | | | | | | \$327,782.50 | \$646,109.20 | \$318,316.70 |
| CCU Cost Share Total - North Phase 2 | | | | | | | | |
| Burnt Store Road/ Zemel Road Utility Extension (East) | 8" CR-18 CF00 PVC Water Main | 2,532 | | LF | \$41.33 | \$104,537.77 | \$0.00 | \$0.00 |
| | 6" CR-18 CF00 PVC Force Main | 2,501 | | LF | \$25.00 | \$87,912.85 | \$0.00 | \$0.00 |
| | 16" CR-18 CF00 PVC Water Main | 2,532 | | LF | \$57.20 | \$0.00 | \$220,858.77 | \$116,239.00 |
| | 12" CR-18 CF00 PVC Force Main | 2,501 | | LF | \$58.40 | \$0.00 | \$163,533.35 | \$76,015.50 |
| | Sub-Total East | | | | | \$192,107.62 | \$381,382.12 | \$192,251.50 |
| | CCU Cost Share Total - East | | | | | | | |
| Total | | | | | | \$163,289.62 | \$1,598,619.72 | \$793,360 |
| CCU Cost Share Total | | | | | | | | |

Note: This cost share estimate is based on the proposed new extension alignment. This alignment was selected since it is more cost effective to construct since there are not existing features to avoid during construction. Additionally, there will be no property/easement acquisition required by the County.

Digitally signed

by Todd R Rebol

Date:

2025.06.25

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