

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 DRP FL 9, LLC, a Delaware limited liability company, whose address is 520 Madison Avenue, 21st Floor, New York, New York 10022 ("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 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 394.0 potable water Equivalent Residential Connections (ERCs) and 394.0 sewer ERCs; and

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

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

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

WHEREAS, COUNTY, desires to reimburse DEVELOPER for the cost of oversizing the off-site potable water distribution lines; and

WHEREAS, DEVELOPER agrees to construct and convey to COUNTY the off-site potable water transmission line, 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 distribution lines ("Off-site Improvements") at DEVELOPER's expense to DEVELOPER's property. The Off-site Improvements shall generally consist of potable water distribution lines. The Off-site Improvements shall be placed within the existing right of ways 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 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 the Charlotte County Utilities' Design Compliance Standards dated November 1, 2011, 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, 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.

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 potable water system.

14. COUNTY may inspect all connections to ensure that connections are made properly and free from pressure loss.

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.

REIMBURSEMENT FOR OVERSIZING

16. COUNTY shall reimburse DEVELOPER for the cost of oversizing the potable water main.

17. Maximum Reimbursement. The maximum reimbursement amount is the County upsizing cost reflected in the "Willow PH 3 Potable Water Upsize Agreement" for the Willow PH 3 Project 24-1033, 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 Sixty-Nine Thousand Thirty-Two Dollars (\$69,032.00).

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 and/or assignable.

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 of the Board of
County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Thomas M. David, County Attorney
LR26-0603 

Witnesses:

DRP FL 9, LLC

By: _____

Title: _____

Exhibit "A"

Short Legal	Legal Description
TPT 001 0000 0TF1	TUCKERS POINT PHASE 1 TRACT TF1 98.41A M/L 3330713/

Exhibit "B"

WILLOW LEAF BLVD/ AUTUM LEAF DRIVE UTILITIES COST SHARING										
REQUIRED UTILTY COST					UPSIZE/ADDITIONAL UTILITIES					VARIANCE (CCU COST)
DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
8" PVC (DR 18) Water Main	2,493	LF	\$60.00	\$149,580.00	*12" PVC (DR 18) Water Main	2,493	LF	\$84.00	\$209,412.00	\$59,832.00
8" Gate Valve	4	EA	\$3,200.00	\$12,800.00	*12" Gate Valve	4	EA	\$5,500.00	\$22,00.00	\$9,200.00
									TOTAL CCU COST SHARE	\$69,032.00

Notes: Final costs susceptible to changing pending contractor bids.

APPROVED

By Basia Baster at 1:18 pm, Mar 10, 2025