

This instrument was prepared by:

Jere Earlywine
KUTAK ROCK LLP
107 W. College Avenue
Tallahassee, Florida 32301

**INTERLOCAL AGREEMENT AND EASEMENT
REGARDING ROADWAY AND WATERWAY IMPROVEMENTS**

This *Interlocal Agreement and Easement regarding the Roadway and Waterway Improvements* ("**Agreement**") is entered into by and between CHARLOTTE COUNTY, FLORIDA ("**County**") and WEST PORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government ("**District**"), and is joined by KL WESTPORT EXPANSION, LLC, a Florida limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" ("**Cooperation Act**"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the District was established pursuant to County Ordinance No. 2024-041 and for the purposes, among others, of planning, financing, constructing, and acquiring certain public infrastructure benefitting lands within the District; and

WHEREAS, KL Westport Expansion, LLC and Charlotte County previously entered into that certain *Development Agreement*, dated June 10, 2024 ("**Development Agreement**"), whereby, in Section 5 of the Development Agreement, the Developer agreed to undertake certain obligations to maintain and repair certain Improvements, as defined herein and shown in **Exhibit A**; and

WHEREAS, the Development Agreement provides that the Developer may assign its rights and obligations thereunder to a community development district such as the District; and

WHEREAS, this Agreement shall constitute a full assignment of the Developer's rights and obligations relating to the Improvements and pursuant to Section 5 of the Development Agreement, and serve as an interlocal agreement between the District and the County with respect to the Improvements; and

WHEREAS, subject to the terms of this Agreement, the parties now desire for the District to assume the Developer's rights and obligations related to the Improvements;

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

1. **DISTRICT RIGHTS & OBLIGATIONS.** Upon completion of the Improvements defined herein and identified in **Exhibit A**, the District shall assume at the District's sole cost and expense all of

the Developer's rights and obligations to (i) maintain and repair Oakleaf Avenue roadway, curb, gutter, landscaping, hardscaping, irrigation and street lighting improvements, (ii) maintain and repair Flamingo Boulevard landscaping, hardscaping, irrigation and street lighting improvements, and (iii) maintain and repair the drainage canals known as Flamingo Waterway and Como Waterway, and related stormwater, landscape, and irrigation improvements, and (iv) maintain and repair the stormwater ponds and related surface water management improvements shown within **Exhibit A** (as used herein, (i) through (iv) together, "**Improvements**"). As a point of clarification, the County shall operate, maintain, and repair the paved surfaces and curbing within Flamingo Boulevard. The District's obligation to maintain the drainage canals set forth in (iii) above shall include among other things the removal of exotic and nuisance vegetation, dredging as necessary to restore proper flow, and grading of canal banks as needed. The District's assumption of rights and obligations as itemized in this paragraph is not intended to limit such rights and obligations but shall constitute a transfer of all of Developer's rights and obligations to the District.

2. **EASEMENT RIGHT.** To the extent of its interests, the County and/or Developer hereby grant and/or assign to the District an easement over the lands ("**Easement Area**") that will include the Improvements, as described in **Exhibit A**, and for the District to effect its rights and obligations under this Agreement.

3. **EXERCISE OF RIGHTS.** The District's exercise of its rights and obligations hereunder are subject to the following provisions:

(a) The District, and/or its contractor(s), shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by the District only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) The District shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of its rights hereunder.

4. **INSURANCE.** The District and/or any contractors performing work for the District on the Improvements shall at all times maintain general liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. **INDEMNITY.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, the District shall indemnify and hold harmless the Developer and the County, and their successors, assigns, agents, employees, staff, contractors, officers, and representatives (together, "**Indemnitees**"), from any and all liability, loss or

damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Agreement or use of the Easement Area by the District, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

6. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed a waiver of the limits of liability of either the County or the District set forth in Section 768.28, *Florida Statutes*, as amended or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

7. **NOTICES.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith.

If to the County:	Charlotte County 18500 Murdock Circle Port Charlotte, FL 33948 Attn: County Administrator
With a copy to:	County Attorney 18500 Murdock Circle Port Charlotte, FL 33948
If to the District:	West Port East Community Development District 2300 Glades Road, 410W Boca Raton, Florida 32746 Attn: District Manager
With a copy to:	Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 Attn: District Counsel
If to the Developer:	KL Westport Expansion, LLC 105 NE 1 st Street Delray Beach, Florida 33444 Attn: James P. Harvey

8. **GOVERNING LAW AND VENUE.** This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Charlotte County, Florida.

9. **THIS AGREEMENT IS INTENDED TO BE PERPETUAL.** TO THE EXTENT THAT FLORIDA'S MARKETABLE RECORD TITLE ACT, SECTIONS 712.001, *FLORIDA STATUTES*, ET SEQ. ("MRTA"), IS APPLICABLE TO THIS AGREEMENT, THE PARTIES AGREE THAT EITHER PARTY MAY (IF NECESSARY TO ADDRESS MRTA) RENEW THIS AGREEMENT UNILATERALLY BY FILING NOTICE(S) PURSUANT TO SECTION 712.05, *FLORIDA STATUTES*.

10. **PERPETUITY.** All the rights and privileges granted hereby shall be and remain in effect in perpetuity and may not be subject to a termination or forfeiture except as may be terminated by written instrument executed by the CDD and the County, and recorded in the Public Records of Charlotte County, Florida.

11. **ASSIGNMENT.** No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the CDD and County.

12. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. **AMENDMENTS.** No modification, addendum or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

14. **FILING.** After approval of this Agreement by the respective governing bodies of the County and this District, and its execution by the duly qualified and authorized officers of each of the parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court of Charlotte County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

15. **ENTIRE AGREEMENT.** This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

16. **EXECUTION IN COUNTERPARTS.** This Agreement may be simultaneously executed in counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.

17. **EFFECTIVE DATE.** This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Charlotte County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have executed this Interlocal Agreement as of the dates set forth below.

**BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA**

By: _____
Joseph M. Tiseo, Chairman


Date: _____

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
LR24-0264 

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

**WEST PORT EAST
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

WITNESSES:

Name: _____
Title: _____
Address: _____

Name: _____
Title: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by _____, as Chairperson of the West Port East Community Development District, on its behalf. He [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

The foregoing Interlocal Agreement is hereby joined by:

KL WESTPORT EXPANSION, LLC

By: _____

Name: _____

Title: _____

WITNESSES:

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of KL WESTPORT EXPANSION, LLC, on its behalf. He [] is personally known to me or [] produced _____ as identification.

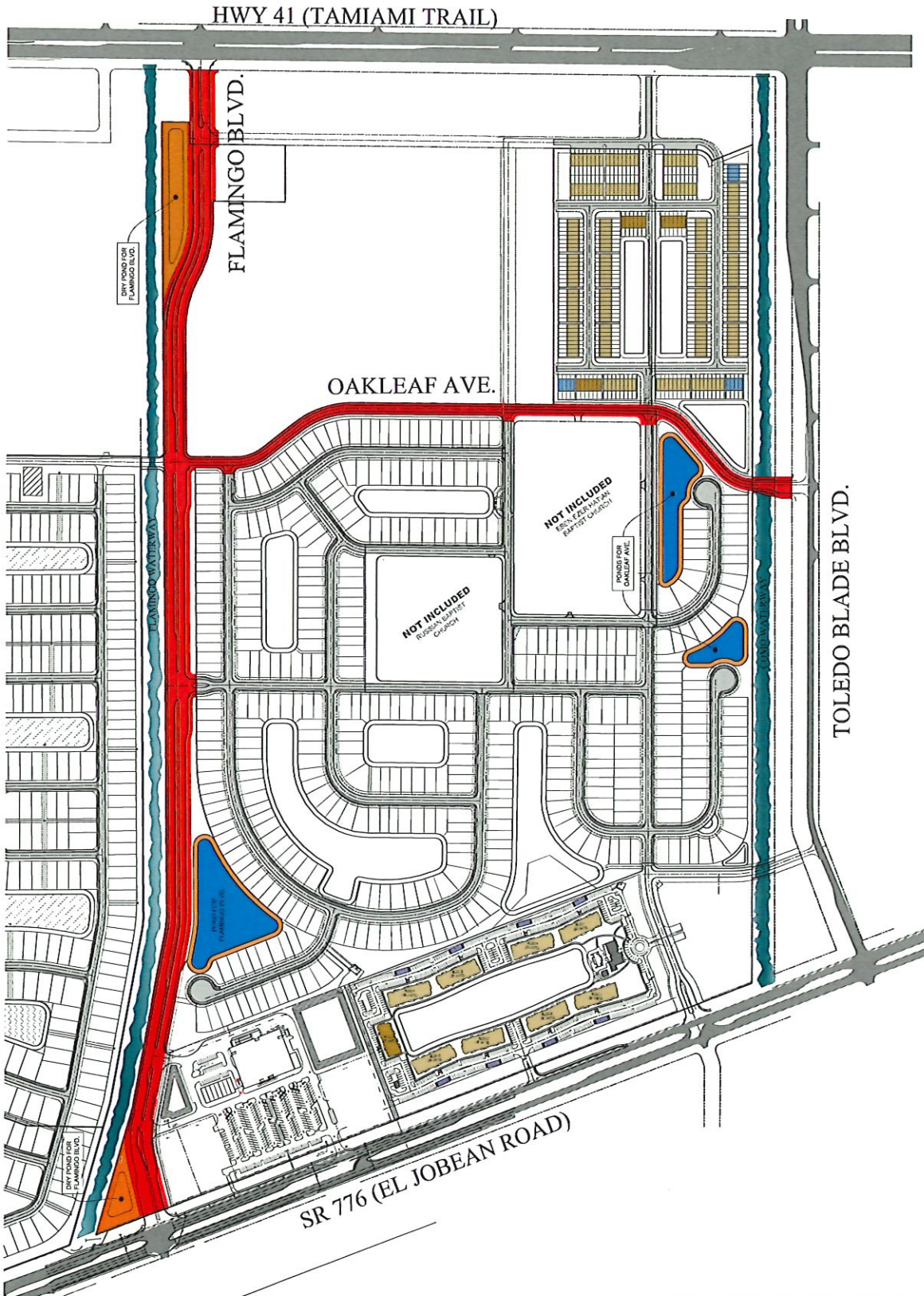
Notary Public, State of Florida

Exhibit A

Map of Improvements



- MANTAINED WATERWAYS
- MANTAINED ROADWAYS
- MANTAINED STORMWATER PONDS
- STORMWATER POND BANK MOVING
- MANTAINED DRY PONDS



MAINTENANCE MAP
WESTPORT EXPANSION
CHARLOTTE COUNTY, FLORIDA

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
1001 International Parkway Suite 200 Fort Worth, Texas 76104 (817) 342-1144 www.morrisengineering.com



NO.	DATE	REVISION	DESCRIPTION
1			

DATE	2/28/2017
DESIGNED BY	WESTPORT EXP
DRAWN BY	WESTPORT EXP
CHECKED BY	WESTPORT EXP

SCALE	1"=200'
DATE	2/28/2017
BY	WESTPORT EXP
1	1