

OFF-SITE UTILITIES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of April, 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 Westport Expansion, 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 subdivision ("PROJECT"), and for the purpose of determining utility service Connection Fees, the anticipated usage, is 436.0 potable water Equivalent Residential Connections (ERCs) and 436.0 sewer ERCs; and

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

WHEREAS, DEVELOPER has agreed to construct off-site potable water 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 mains, beyond the size required to service PROJECT, to accommodate future COUNTY needs; and

WHEREAS, COUNTY has requested that DEVELOPER install potable water, fire, and sewer services to serve commercial parcels south of US 41 and west of Flamingo Blvd.; and

WHEREAS, COUNTY, desires to reimburse DEVELOPER for the cost of oversizing the off-site potable water mains, and the installation of potable water, fire, and sewer services to serve commercial parcels south of US 41 and west of Flamingo Blvd.; and

WHEREAS, DEVELOPER agrees to construct and convey to COUNTY the off-site potable water mains, and potable water, fire, and sewer services 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 mains, and potable water, fire, and sewer services.

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 services Off-site Improvements.

17. Maximum Reimbursement. The maximum reimbursement amount is the County upsizing cost reflected in the "West Port East Utility Upsize Agreement," CCU Project # 23-1053, for the West Port East Major Roads, 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 Four Hundred Seventy-Seven Thousand Seven Hundred Forty-Two Dollars (\$477,742.00.)

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 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 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 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 David, County Attorney
LR26-0220 _____

Witnesses:

KL West Port Expansion, LLC
By: _____
Title: _____

Exhibit "A"

Short Legal	Legal Description
<p>ZZZ 124021 P3</p>	<p>12 40 21 P3 104.49AC M/L COMM AT THE SW CRNR OF THE SW 1/4 OF SD SEC 12 THNC N 273.78FT THNC SW 283.63FT THNC N 581.08FT THNC N 780.24FT THNC N 3472.37FT THNC E 123.56FT THNC S 96.4FT THNC E 422.21FT THNC S 250.03FT THNC W 315.61FT THNC ALG ARC R CHORD 4.46FT RAD 25FT W THNC S 74.97FT THNC S 534.77FT THNC E 187.25FT THNC NE 180.37FT THNC E 886.16FT THNC N 1126.35FT THNC E 629.74FT THNC NE 194.06FT THNC S 3223.36FT THNC ALG ARC R CHORD 91.73FT RAD 525FT W THNC W 315.38FT THNC SE 261.79FT THNC SE 61.87FT THNC SW 100FT THNC NW 61.87FT THNC NW 261.79FT THNC N 12.11FT THNC SW 213.72FT THNC NW 256.3FT THNC SW 101.16FT THNC S 136.68FT THNC SW 119.63FT THNC ALG ARC R CHORD 69FT RAD 50FT N THNC ALG ARC L CHORD 162.48FT RAD 345FT N THNC N 571.07FT THNC NW 25.77FT THNC W 283.18FT THNC SW 20.63FT THNC ALG ARC L CHORD 38.22FT RAD 50FT NW THNC W 273.51FT THNC NW 24.12FT THNC W 277.1FT THNC SW 26.76FT THNC ALG ARC L CHORD 41.93FT RAD 50FT NW THNC W 58.81FT THNC NW 28.6FT THNC W 110.53FT THNC N 94.46FT THNC N 50.05FT THNC ALG ARC R CHORD 34.95FT RAD 25FT NW THNC N 102.08FT THNC E 113.93FT THNC NE 18.68FT THNC ALG ARC L CHORD 44.95FT RAD 50FT SE THNC E 61.37FT THNC N 437.2FT THNC SW 65.45FT THNC NW 14.22FT THNC ALG ARC R CHORD 120.3FT RAD 562FT W THNC N 95.24FT THNC N 50.74FT THNC ALG ARC R CHORD 36.34FT RAD 25FT NW THNC N 92.2FT THNC W 54FT THNC ALG ARC L CHORD 35.05FT RAD 25FT NW THNC W 95.44FT THNC S 1284.39FT THNC SW 286.58FT THNC SW 40.98FT THNC S 355.63FT THNC SE 21FT THNC NE 831.19FT THNC SE 634FT THNC SW 1136.71FT LESS PARCEL DESC AS COMM AT THE AFORESD POINT "A"</p>

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 LINE E A DIST OF 360.20 FT THNC SE 38.86 FT ALG THE
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 25.00 FT CHRDR BRNG SE 35.07 FT THNC ALG SD W LINE
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 OF A TNGNT CRV TO THE R HAVING A RADIUS OF 25.00
 FT CHRDR BRNG SW 35.64 FT THNC ALG SD N LINE W A
 DIST OF 510.24 FT THNC NW 38.87 FT ALG THE ARC OF A
 TNGNT CRV TO THE R HAVING A RADIUS OF 25.00 FT
 CHRDR BRNG NW 35.07 FT THNC ALG SD E LINE N A DIST
 OF 800.10 FT THNC NE 39.67 FT ALG THE ARC OF A
 TNGNT CRV TO THE R HAVING A RADIUS OF 25.00 FT
 CHRDR BRNG NE 35.64 FT THNC ALG SD S LINE E A DIST
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 POB THNC ALG SD W LINE S A DIST OF 298.42 FT THNC
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 THNC ALG SD N LINE W A DIST OF 505.95 FT THNC NW
 38.87 FT ALG THE ARC OF A TNGNT CRV TO THE R
 HAVING A RADIUS OF 25.00 FT CHRDR BRNG NW 35.07 FT
 THNC ALG SD E LINE N A DIST OF 499.98 FT THNC NE
 39.67 FT ALG THE ARC OF A TNGNT CRV TO THE R
 HAVING A RADIUS OF 25.00 FT CHRDR BRNG NE 35.64 FT
 THNC ALG SD S LINE E A DIST OF 506.05 FT THNC SE
 38.87 FT ALG THE ARC OF A TNGNT CRV TO THE R
 HAVING A RADIUS OF 25.00 FT CHRDR BRNG SE 35.07 FT
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 SAPPHIRE OAKLEAF COMO WALENDA KINGSLAND ODIN
 CARROL AND CUMBERLAND LESS THE 14.35AC M/L PER
 INST 3462637 1228/1638 ODN1867/655 ODN1921/1260
 RES2055/1879 3309/655 3309/661 E3317/243 3321/634
 3309/655 3309-661 871/1358 1088/1114 AFF1231/979 C#04-
 149 ORD2511/1951 OOT2511/1951 AGR3309/645
 E3317/451 E3319/486 3419/477 EAS3843/1724

AGR4240/259 RES4326/1106 RES4326/1118 E4470/669 E4470/688 E4470/702 E4470/707 ODN4533/917 (16144207 SF) GOV3202063 GOV
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Exhibit "B"

APPROVED

By BasterB at 11:24 am, Jul 10, 2024

**West Port East Utility Upsize Agreement
7/8/2024**

Developer's Cost			
Potable Water Mains Required Along SR 776			
East of Flamingo Blvd			
12" PVC Water Main	2760 LF	\$ 107.00	\$ 295,320.00
12" Gate Valve	5 EA	\$ 8,900.00	\$ 44,500.00
12" Temp. Blowoff Assembly	1 EA	\$ 6,000.00	\$ 6,000.00
		Sub-Total	\$ 345,820.00
West of Flamingo Blvd			
12" PVC Water Main	517 LF	\$ 107.00	\$ 57,459.00
12" Gate Valve	1 EA	\$ 9,900.00	\$ 9,900.00
12" Water Main Deflection	1 EA	\$ 42,000.00	\$ 42,000.00
		Sub-Total	\$ 109,359.00
Potable Water Mains Required Along West Port Crossings			
12" PVC WATER MAIN	647 LF	\$ 55.00	\$ 35,685.00
12" 90 1/4 BEND W/ MEG	6 EA	\$ 2,000.00	\$ 12,000.00
12" TEMP. BLOWOFF ASSEMBLY	1 EA	\$ 5,500.00	\$ 5,500.00
		Sub-Total	\$ 53,185.00
		Total	\$ 412,424.00

County Potable Water Main Upsize Along SR 776			
East of Flamingo Blvd			
15" PVC Water Main	2760 LF	\$ 183.00	\$ 506,000.00
15" Gate Valve	5 EA	\$ 17,500.00	\$ 87,500.00
15" Temp. Blowoff Assembly	1 EA	\$ 8,900.00	\$ 8,900.00
		Sub-Total	\$ 602,400.00
West of Flamingo Blvd			
12" PVC Water Main	517 LF	\$ 291.00	\$ 156,257.00
12" Gate Valve	1 EA	\$ 31,500.00	\$ 31,500.00
12" Water Main Deflection	1 EA	\$ 65,000.00	\$ 65,000.00
		Sub-Total	\$ 252,757.00
County Potable Water Mains Upsize Along West Port Crossings			
12" PVC WATER MAIN	647 LF	\$ 107.00	\$ 71,309.00
12" 90 1/4 BEND W/ MEG	6 EA	\$ 4,500.00	\$ 27,000.00
12" TEMP. BLOWOFF ASSEMBLY	1 EA	\$ 6,000.00	\$ 6,000.00
		Sub-Total	\$ 104,309.00
		Total	\$ 960,466.00

CCU's Cost	
	Variance
	\$ 209,760.00
	\$ 40,000.00
	\$ 2,900.00
Sub-Total	\$ 252,660.00
	Variance
	\$ 58,838.00
	\$ 21,500.00
	\$ 25,000.00
Sub-Total	\$ 105,338.00
	Variance
	\$ 34,684.00
	\$ 15,000.00
	\$ 440.00
Sub-Total	\$ 50,124.00
Total	\$ 448,122.00

West Port East development only requires a 12" Potable Water Main along SR 776 and an 8" Potable Water Main extension along West Port Crossings to Toledo Blade. Charlotte County Utilities requested that the proposed 12" mains along SR 776 be upsized to a 24" Potable Water Main and a 15" Potable Water Main, and the proposed 8" mains along West Port Crossings be upsized to a 12" Potable Water Main to provide additional benefit and serve future surrounding developments. Using Contractors bids it is our estimate that this upsize increases the cost of development from \$512,424 to \$960,466. If West Port Expansion, LLC should be reimbursed \$448,122 by Charlotte County Utilities.

West Port East Utility Full Reimbursement Agreement

CCU's Cost			
County Water and Sewer Services to Future Commercial Parcel			
24" 90° Tapping Sleeve & Valve W/Stub Out	1 EA	\$ 15,500.00	\$ 15,500.00
18" 90° Tapping Saddle R. Corp Stop W/Stub Out	1 EA	\$ 6,500.00	\$ 6,500.00
Sewer Service Subout	1 EA	\$ 7,500.00	\$ 7,500.00
		Sub-Total	\$ 29,500.00
		Total	\$ 29,500.00

Total CCU's cost: \$477,742.00

As part of the West Port East Development, Charlotte County Utilities has requested water and sewer services to a future commercial parcel. These items are not required as part of the West Port East development and the developer should be reimbursed \$29,500 by Charlotte County Utilities.