

OFF-SITE UTILITIES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, 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 CHARLOTTE COUNTY BOAT AND RV STORAGE, LLC, a Florida limited liability company, whose mailing address is 2265 Auburn Blvd., Port Charlotte, FL 33948 ("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 within Charlotte County Utilities' service area; and

WHEREAS, DEVELOPER is currently developing PROPERTY to include a storage facility ("PROJECT") and based on anticipated usage which will require 1.0 potable water Equivalent Residential Connections (ERCs) and 1.0 sewer ERCs; and

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

WHEREAS, COUNTY has requested that DEVELOPER increase the size of a wastewater force main to accommodate future customers who desire service from the COUNTY; and

WHEREAS, COUNTY, desires to reimburse DEVELOPER for the cost of oversizing

the wastewater force main; and

WHEREAS, DEVELOPER will construct and convey to COUNTY the wastewater force main, from and including the PROJECT's property line, to the point of connection with COUNTY's existing main; 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:

1. DEVELOPER agrees to upsize the wastewater force main ("Off-site Improvements") at DEVELOPER's expense to DEVELOPER's property. The Off-site Improvements shall generally consist of a wastewater force main. The Off-site Improvements shall be placed within right of way and/or existing or acquired easements.
2. Any easements acquired by DEVELOPER for the Off-site Improvements shall be transferred to COUNTY. The conveyance of the easement(s) shall be in a form satisfactory to the County Attorney. Easement conveyances related to the Off-site Improvements 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 regularly engaged in the field of Civil, Sanitary, or Environmental Engineering and registered in the State of Florida .
4. The DEVELOPER shall submit the design of the Off-site Improvements to COUNTY for review and approval. The design of the Off-site Improvements must be approved by COUNTY prior to construction and must conform to COUNTY standards for the

installation and extension of such facilities. DEVELOPER shall obtain all permits related to the PROJECT, including the Off-site Improvements, and pay permit, inspection, and other applicable fees. DEVELOPER shall also pay to COUNTY a fee for reviewing engineering plans and for furnishing information regarding location and criteria to DEVELOPER's engineer in accordance with COUNTY'S Utility Extension Standards.

5. DEVELOPER shall obtain all necessary permits prior to the commencement of construction of the Off-site Improvements.
6. During all phases of the construction of the PROJECT and installation of the Off-site Improvements, COUNTY may inspect all facilities installed to ensure conformity with the Charlotte County Utilities' Design Compliance Standards dated November 1, 2011.
7. DEVELOPER shall, at DEVELOPER's sole expense, correct all constructed facilities determined to be out of compliance with COUNTY practices, regulations, or ordinances. COUNTY may be present at all tests of the component parts of the system installed by DEVELOPER to ensure that the system, as constructed, conforms to COUNTY standards.
8. Upon completion of construction of the Off-site Improvements and upon acceptance by COUNTY, the DEVELOPER agrees that the Off-site Improvements shall become the property of COUNTY and conveyed by DEVELOPER to COUNTY via a Bill of Sale in a form acceptable to COUNTY.
9. DEVELOPER shall furnish accurate information with respect to matters of engineering, construction of buildings, and proposed uses to COUNTY.

10. DEVELOPER is responsible for compliance with the conditions of all permits and approvals, ordinances, and approved construction documents. DEVELOPER shall connect the Off-site Improvements to the COUNTY's wastewater system. At COUNTY'S request DEVELOPER shall reopen any connection covered without the benefit of inspection by COUNTY at no cost to the COUNTY.
11. COUNTY shall reimburse DEVELOPER for the construction costs incurred by DEVELOPER to oversize the Off-site Improvements in accordance with County's Utility Extension Standards.
12. The maximum reimbursement amount shall be based on the difference in cost reflected in the Engineer's Estimate of Probable Costs for the facilities that otherwise would be required for DEVELOPER to connect to COUNTY's system and the Engineer's Estimate of Probable Costs for the upsized facilities. The Engineer's Estimate of Probable Costs is attached as "Exhibit B".
13. Based on the Engineer's Estimate of Probable Costs, the COUNTY's maximum reimbursement amount due to DEVELOPER is Sixteen Thousand, Six Hundred and Forty Dollars (\$16,640.00). The actual cost of the work to construct the utility facilities shall be documented with copies of actual invoices from the utility contractor that constructed the improvements.
14. 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 paid to DEVELOPER shall be reduced by that amount.

15. This Agreement is not intended to and does not grant any third-party any rights under this Agreement for utility service from COUNTY. COUNTY may refuse any connection to, or commencement of, any utility service to any user seeking to be connected to any portion of the facilities installed by the DEVELOPER under this Agreement until DEVELOPER has complied with all terms and conditions of this Agreement.
16. 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. DEVELOPER agrees to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its authorized officers, employees, agents, and volunteers from any and 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.
17. During and after the construction of the facilities authorized by this Agreement, DEVELOPER shall (i) 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 (ii) 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. DEVELOPER shall re-sod all swales damaged by the construction and repair all physical damage caused to abutting property.

18. Contractor(s) for the construction the Off-site Improvements must be State Certified or must hold a valid Certificate of Competency in underground utility construction.
19. On-site facilities and fees due COUNTY for connection to COUNTY's utility system are not included in this Agreement. DEVELOPER shall pay Connection Fees to COUNTY pursuant to a separate agreement and must be paid at, or before, connection to COUNTY's system.
20. 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.
21. 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.
22. This Agreement shall be governed by the laws of the State of Florida and venue for any action brought shall be in Charlotte County, Florida.
23. 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.

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

[SIGNATURE PAGE FOLLOWS]

BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: _____
William G. Truex, Chairman

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:

Janette S. Knowlton, County Attorney
LR 24-0175_____

Charlotte County Boat and RV Storage, LLC

By: _____

Title: _____

Witnesses:

Exhibit "A"

Short Legal	Legal Description
ZZZ 194023 P1-2-1	ZZZ 194023 P1-2-1 20.97A M/L DESC AS FROM THE SE CRNR OF THE NE 1/4 OF SEC 19 BEAR N ALONG THE E LN OF SD SEC A DIST OF 1515.01FT THNC W PARALLEL WITH AND 1515.00FT NLY FROM THE S LN OF THE NE 1/4 A DIST OF 1074.98FT TO THE POB THNC CONT W ALONG SD S LN A DIST OF 602.91FT THNC S PARALLEL WITH AND 1677.88FT WLY FROM THE E LN OF SEC 19 A DIST OF 1515.01FT TO THE S LN OF THE NE 1/4 THNC E ALONG SD S LN A DIST OF 602.91FT THNC N PARALLEL WITH AND 1074.97FT WLY FROM THE E LN OF SEC 19 A DIST OF 1515.01FT TO THE POB. 3133/2160 RES4866/463 4935/1458 E3330401

Exhibit "B"

Approved
08/07/2023
AT

RECEIVED
By Denise Elliott at 11:30 am, Aug 07, 2023

Engineer's Opinion of Probable Construction Cost					
CCU PROJECT 22-1067					
approximately 21 +/- acres					
Item NO.	Description	Quantity	Unit	Unit Cost	Total
Waterway Shoppes					
1.00	WATER MAIN (PRIVATE)				
	3/4" Backflow Preventer	1	EA	\$900.00	\$900.00
2.00	RECLAIMED WATER (PRIVATE)				
	3/4" Above Ground Backflow Preventer	1	EA	\$900.00	\$900.00
3.00	SANITARY SEWER (PRIVATE)				
	Privately Owned Lift Station	1	EA	\$30,000.00	\$30,000.00
	SUBTOTAL (PRIVATE)				\$31,800.00
4.00	WATER MAIN (CCU)				
	Fire Hydrant Assemblies	8	EA	\$7,000.00	\$56,000.00
	8" PVC WM	2,800	LF	\$42.00	\$109,200.00
	8"x8" Tee	3	EA	\$900.00	\$2,700.00
	8" Fire Line Connections	3	EA	\$4,000.00	\$12,000.00
	8" Gate Valve	6	EA	\$7,000.00	\$42,000.00
	3/4" Above Ground Meter (Installation Only)	1	EA	\$700.00	\$700.00
	Marker Balls	24	EA	\$100.00	\$2,400.00
	2" WM	150	LF	\$22.00	\$3,300.00
	4" PVC Casing	150	LF	\$28.00	\$4,200.00
	8"x2" Saddle w/ Corp Stop	1	EA	\$1,200.00	\$1,200.00
	8"x8" Sleeve w/ valve	1	EA	\$4,000.00	\$4,000.00
	Connection to existing WM	1	EA	\$2,000.00	\$2,000.00
5.00	RECLAIMED WATER (CCU)				
	Marker Balls	2	EA	\$100.00	\$200.00
	3/4" Above Ground Meter (Installation Only)	1	EA	\$700.00	\$700.00
	2" WM	130	LF	\$22.00	\$2,860.00
	4" PVC Casing	130	LF	\$28.00	\$3,640.00
	16"x2" Saddle w/ Corp Stop	1	EA	\$1,200.00	\$1,200.00
	Connection to existing	1	EA	\$2,000.00	\$2,000.00
6.00	SANITARY SEWER (CCU)				
	Connection to ex.FM	1	EA	\$2,000.00	\$2,000.00
	8"x2" Tapping Sleeve	1	EA	\$1,200.00	\$1,200.00
	Marker Balls	2	EA	\$100.00	\$200.00
	Plug Valve	1	EA	\$800.00	\$800.00
	8" Force Main	570	LF	\$42.00	\$23,940.00
	2" Force Main	50	LF	\$22.00	\$1,100.00
	SUBTOTAL (CCU)				\$270,940.00
	Subtotal				\$311,740.00
	Contingency			5.00%	\$15,587.00
	TOTAL (Rounded)				\$328,000.00
	GRAND TOTAL				\$328,000.00

Footnotes:

1) Does not include regulatory fees, impact fees, and other agency fees.

By: Amjad Sitti, PE

8/1/2023

Seal:



Amjad Sitti
2023.08.07
11:23:44
-04'00'

COST SHARE		Quantity	Unit	Add'l Cost	Total CCU Cost
Description					
Upsize 4" FM to an 8" FM		570	LF	\$22.00	\$12,540.00
Upsize 4" P/V to an 8"		1	EA	\$350.00	\$350.00
Upsize fittings from 4" to 8"		250	LB	\$15.00	\$3,750.00
					\$16,640.00