

CITY OF NORTH PORT, FLORIDA
and
LIGHTHOUSE BAPTIST CHURCH OF NORTH PORT, FLORIDA INC. WASTEWATER SYSTEM
DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2025, (the Effective Date) by and between LIGHTHOUSE BAPTIST CHURCH OF NORTH PORT, FLORIDA INC., a Florida non-profit organization (the "Developer") and the City of North Port, Florida, a municipal corporation (the "City").

RECITALS

1. Developer owns or controls lands (the "Property") located within the current City wastewater service area in Charlotte County, Florida, the boundary description and property identification(s) of which is set forth in Exhibit "A" and a map of which is attached as Exhibit "B", both of which are incorporated herein.
2. Developer has commenced or is about to commence development of the Property, by erecting thereon, residential or commercial improvements including improvements contemplated under this agreement.
3. Developer is currently served with central water by Charlotte County Utilities and is desirous of prompting the construction and/or maintenance of central wastewater facilities so occupants of each residence or commercial improvement constructed will receive adequate wastewater services.
4. The City is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central wastewater facilities, and to have extended such facilities by way of wastewater mains, and to thereafter operate such facilities so the occupants of each residence or commercial improvement constructed on the Property will receive adequate wastewater services from the City.
5. The Property is currently contiguous to the City but is located in Charlotte County. Charlotte County has granted the Developer permission to temporarily connect to the City's wastewater utility until such time as Charlotte County Utility is able to provide central wastewater services to the Property, as set forth in Exhibit "C". Due to these circumstances, the Developer is not requesting to annex the Property into the City's corporate limits at this time.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, Developer and the City hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and are a material part of this Agreement.

SECTION 2. DEFINITIONS. The definitions set forth in the Code of the City of North Port, Florida ("City Code"), Chapter 78, entitled *Utilities*, shall apply to the terms used in this Agreement unless otherwise specified below. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1. “Service”: The readiness and ability on the part of the City to furnish wastewater services to each lot.
2. “Point of delivery” or “collection”: The point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be the point on the customer’s lot line.
3. “Contribution-in-aid-of-construction”: The sum of money and/or property represented by the value of the wastewater collection systems constructed by the Developer, which the Developer covenants and agrees to pay and/or transfer to the City as a contribution-in-aid-of-construction, to induce the City to continuously provide wastewater services to the Property.
4. “Reservation”: Reserved and set aside for the intended Developer and property identified once payment has been made.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. The Developer hereby grants at no cost to the City the exclusive right or privilege to construct, own, maintain, and operate the wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said record plats. The Developer acknowledges that the City will possess the right of ingress and egress to carry out these utility functions through the recording of the final plat. The foregoing grants shall be for such period of time, as the City requires such rights, privileges or easements in the ownership, maintenance, operation, or expansion of the wastewater facilities. The City covenants that it will use due diligence in ascertaining all easement locations; however, should the City install any of its facilities outside a dedicated easement area, the Developer, the successors, and assigns of the Developer, covenant and agree that the City will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then proposed use of the area in which the facilities have been installed. The City hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the wastewater industry with respect to the installation of all its wastewater facilities in any of the easement areas; and the Developer in granting easements herein, or pursuant to the terms of this instrument, shall have the rights to grant exclusive or non-exclusive rights, privileges, and easements to other entities to provide the Property any utility services other than wastewater services. The Developer shall obtain, at its own expense, upon direction by the City, any and all easements necessary which easements shall be in favor of the City. The Developer agrees to dedicate to the City, an easement, as to be determined by the City, so as to allow the City to enter the Property and make such alterations, repairs, or other work, as the City shall deem necessary to achieve efficient service in the sewer systems. Any easement shall be dedicated to the City and recorded in the Public Records of Sarasota County, Florida and Charlotte County, Florida within ten days prior to acceptance of the asset by the City.

SECTION 4. PROVISION OF SERVICE, PAYMENT OF RATES.

4.1 Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Developer, the City covenants and agrees that it will allow the connection of the wastewater collection facilities installed by the Developer to the wastewater facilities of the City in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Florida Department of Environmental Protection. The City agrees that once it provides wastewater services to the Property and the Developer or others have connected customer installations to its system, that thereafter, the City will continuously provide in return for payment of all

applicable rates, fees, and charges and in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, wastewater services to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the wastewater collection operations of the City. The Developer, its successors, and assigns, agree to timely and fully pay to the City all applicable monthly rates, fees, and charges including but not limited to Utility Inspection Fees and Developer Agreement Fees as defined in the City Fee Structure and to fully comply with the City Code and all rules, regulations, and ordinances applicable to the provision of wastewater service from the City.

4.2 The Developer understands that the monthly billing will be based on the City's current adopted rates and will include the surcharge that is applied to properties located outside of the City limit. The Developer is obligated to provide water meter reads as billed by Charlotte County to North Port Utilities for monthly billing by the 1st of every month. The current surcharge for customers located outside the City is fifteen percent; however, this charge may be amended from time to time as adopted by the City.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION AND CONVEYANCE OF FACILITIES.

5.1 So that the City may provide wastewater facilities, and to continuously provide customers located on the Property with wastewater services, the Developer hereby covenants and agrees to pay for the construction and to transfer ownership and control to the City as a contribution-in-aid-of-construction, the on-site and off-site wastewater collection systems referred to herein.

5.2 The Developer shall provide the City with engineering plans and specifications of the type and in the form as prescribed by the City, showing the on-site and off-site wastewater collection systems proposed to be installed to provide service to the subject Property. The Utility Engineer will advise the Developer's engineer of any sizing requirements as mandated by the City's system policies and utility standards for the preparation of plans and specifications of facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to the City concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to the City and no construction shall commence until the City has approved such plans and specifications in writing. The complete plans and specifications, as to be approved by the City's Utilities Director or designee, for connection to the City's system shall be prepared by Developer's Professional Engineer, who shall be registered in the State of Florida. All construction shall be in strict conformity with the final plans and specifications as approved by the City. The City, its Utilities Director, or other representative, shall have the right to inspect any and all construction, whether in public rights-of-way or on private property. Upon notification of any deviation from the approved plans and specifications, the Developer shall immediately make modifications as directed by the City. No construction shall be commenced without final approval of the plans and specifications by the City's Utilities Director. After approval, the Developer shall cause to be constructed, at the Developer's expense, the wastewater collection systems as shown on all plans and specifications.

5.3 The Developer agrees to the following working hours for any work done by the City in connection with implementation of this Agreement. Normal working hours are defined as Monday through Friday, 7:00 a.m. to 3:30 p.m. Work outside of the normal working hours will constitute an "Overtime" rate, which will be reimbursed to the City. The Overtime rate will be calculated by the City on a time and a half basis plus all overhead fees. Should work be conducted on scheduled holidays, the Developer will be

responsible to reimburse on a double time and a half rate plus all overhead fees. The City will invoice for such fees and payment must be made by the Developer within 30 days.

5.4 To connect the Developer's wastewater collection system to the City's existing wastewater system, the Developer shall design to the City's specifications, apply for and be issued all required permits, and construct to the City's most current specifications all infrastructure, approved by Staff Development Review (SDR). The Developer agrees to upgrade and pay for any and all supporting infrastructure, which is required to support the flows for the said project to include but not be limited to a DATAFLOW SCADA system on any existing or newly constructed lift stations that will serve the project.

5.5 All costs relating to the construction of the systems by the Developer including but not limited to labor, overhead, permits, taxes, licenses, application fees, easement acquisitions, lift stations, backflows, SCADA systems, pumps, pipes, materials, and any other direct or indirect costs related to the construction shall be borne by the Developer and shall be fully paid by the Developer. All of the City's costs in connection with the construction including but not limited to charges for inspections, maintenance, administrative expenses, and any other costs incurred by the City in connection with this matter shall be paid by the Developer. In addition to such costs, the Developer shall pay to the City, fees described in Section 4 above and in Section 20 below.

5.6 During the construction of the wastewater collection systems by the Developer, the City shall have the right to inspect such installation to determine compliance with plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration/vacuum, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the City upon completion of construction. City inspections of the off-site and on-site facilities will not delay the construction schedule.

5.7 The Developer shall have applied for and have been issued all required permits for construction of the facilities described herein and shall have prepared all documents necessary to solicit bids from qualified contractors. The Developer acknowledges that the City may request the facilities be oversized and the Developer agrees if directed by the City to design such oversized facilities to prepare either separate bid proposals or one bid proposal for the oversizing as the base proposal and the Developer required line size as an alternative proposal. Before publication of distribution by the Developer, the Developer agrees to submit either separate bid proposals or a singular bid proposal to the City for its review and comment which may include, but not limited to, requiring incorporating for provisions for compliance with public project bid requirements. Provided that the City does not reject the bid proposal, which the Developer intends to accept, the City agrees to pay the Developer the difference of the bid construction cost for the oversizing of the pipeline not later than thirty (30) days following approval by the City of the Developer's delivery of its contractually required incremental payment to its construction contractor if the City elects to request the Developer to construct any oversized facilities. The Developer understands and agrees that the City's share of construction cost shall not include such items as design, insurance, contingency, construction management and administrative fees.

5.8 The Developer hereby transfers to the City, title to all wastewater collection systems installed by the Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the City of said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the City, the Developer shall convey to the City, by bill of sale, or other appropriate documents, in a form

satisfactory to the City, the complete on-site and off-site wastewater collection systems as constructed by the Developer and approved by the City. The Developer shall further cause to be conveyed to the City, all easements and/or rights-of-way covering areas in which wastewater collection lines are installed by recordable document in a form satisfactory to the City. All conveyance of easements and/or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to the City, establishing the Developer's rights to convey such continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement to the exclusion of any other person in interest. The use of easements granted by the Developer shall include the use by other utilities so long as such uses by electric, telephone, gas utilities, or cable television do not unreasonably and materially interfere with use by the City. The City agrees that the acceptance of the wastewater collection systems, installed by the Developer, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the City for the continuous operation and maintenance of such systems from that date forward.

5.9 All installations by the Developer or its contractor shall have at least a one-year warranty from the date of acceptance by the City. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position, and join in the grant or dedication of the easements or rights-of-way. Any such liens shall remain subordinate to this Agreement. All water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.10 Whenever the development of the subject Property involves one customer or a unity of several customers, and in the opinion of the City ownership by the City of the internal wastewater collection systems is not necessary, then at the sole option of the City, the Developer, or its successor or assigns, shall retain ownership and the obligation for maintenance of such on-site facilities.

5.11 Payment of the contribution-in-aid-of-construction does not and will not result in the City waiving any of its rates, rate schedules, or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by the Developer making the contribution. The City shall not be obligated for any reason whatsoever nor shall the City pay any interest or rate of interest upon the contribution. Neither the Developer nor any person or other entity holding any of the Property by, through or under the Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water and wastewater facilities and properties of the City, and all prohibitions applicable to the Developer with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of wastewater services shall not be entitled to offset any bill or bills rendered by the City for such service or services against the contributions. The Developer shall not be entitled to offset the contributions against any claim or claims of the City unless specified in the Special Conditions of this Agreement.

5.12 If any use involving commercial kitchen facilities is located on the Property, the wastewater facilities shall include such grease interceptors or grease traps (a "Grease Trap") as may be required by City Code or by applicable law, code, rule, regulation, or standard pertaining thereto, as the same may from time to time be amended. All wastewater from any grease producing equipment, including floor drains in food preparation areas, must first enter the grease trap for pretreatment before the wastewater is delivered to the City's wastewater system. Provisions for a Grease Trap shall be included in the plans and specifications and shall call for such size, capacity, and other specifications as are required by the City and the applicable governmental agencies. The City shall have the right, but not the obligation, to inspect and test any Grease Trap in order to ensure compliance with the terms hereof. **The Developer shall**

indemnify and hold harmless the City from and against any and all liability, cost, expenses and fees, including attorneys' fees and costs, arising or resulting from the Developer's failure to install and adequately maintain a Grease Trap including, without limitation, any costs or expenses resulting or arising from damage to the City's wastewater system lines, lift stations, and plant facilities caused by grease, oil, fats, prohibited solvents or any other materials entering into or coming in contact with such lines, lift stations, and plant facilities because of the Developer's failure to adhere to the provisions.

SECTION 6. EVIDENCE OF TITLE. Within a period of thirty (30) days after the execution of this Agreement, at the expense of the Developer, the Developer agrees to either deliver to the City an Abstract of Title, brought up to date, which abstract shall be retained by the City and remain the property of the City, or to furnish the City an opinion of title from a qualified attorney at law or a qualified title insurance company with respect to the Property, which opinions shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of this Section are for the exclusive rights of service contained in this Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive service rights set forth in this Agreement. Any and all such grants of exclusive service rights set forth in any Prior Agreement shall survive through the adoption of this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 7. OWNERSHIP OF FACILITIES. The Developer agrees with the City that all wastewater facilities conveyed to the City for use in connection with providing wastewater services to the Property, shall at all times remain in the complete and exclusive ownership of the City, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of wastewater services to other persons or entities located within or beyond the limits of the Property.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the City may establish, revise, modify, and enforce rules, regulations and rates covering the provision of wastewater services to the Property. Such rules, regulations, and rates are subject to the approval of the City of North Port, Florida. Such rules and regulations shall at all times be reasonable and subject to regulations as may be provided by law or under contract. Rates charged to the Developer or customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations, and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon the Developer, upon any other entity holding by, through or under the Developer; and upon any customer of the wastewater services provided to the Property by the City.

SECTION 9. PERMISSION TO CONNECT REQUIRED. The Developer, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect any customer installation to the wastewater facilities of the City until the City has granted approval for such connection and shall be subject to illegal connection fee in effect at the time of discovery.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER; DISCLOSURE; INDEMNIFICATION RELATING TO ASSIGNMENT.

10.1 This Agreement shall be binding upon and shall inure to the benefit of the Developer, the City, and their respective assigns and successors by merger, consolidation, or conveyance.

10.2 This Agreement shall not be sold, conveyed, assigned, or otherwise disposed of by the Developer without the written consent of the City first having been obtained, which consent shall not be unreasonably withheld. The City's consent shall not be unreasonably withheld in the event of either a sale, conveyance, assignment, or other disposal of this Agreement, or the assignment of ERCs under the terms of this Agreement.

10.3 The Developer and the City acknowledge that the Developer may sell or lease some or all of the Property and may or may not be the Applicant who shall subsequently pay the Wastewater Capacity Fees prior to connection of the proposed units to be serviced by the City. The Developer agrees to disclose to any grantee, lessee, or assignee, any obligation of such grantee, lessee, or assignee to pay to the City the then adopted Wastewater Capacity Fees.

10.4 The Developer agrees to disclose in writing to any grantee, lessee, or assignee, the Developer's entitlement to receive a refund from the City of any Wastewater Capacity Fees paid and reserved hereunder by the Developer to the City upon payment of those Wastewater Capacity Fees by any grantee, lessee, or assignee of the Developer.

10.5 The Developer, on behalf of itself and its successors and assigns, hereby further agrees to indemnify, defend, save, and hold harmless the City from and against any and all suits, actions, claims, demands, liabilities, judgments and costs of any nature whatsoever arising as a result of the City's refund to the Developer of the Wastewater Capacity Fees previously paid by the Developer and/or the City's receipt of payment from the Developer's grantees, lessees, or assignees, of new Wastewater Capacity Fees at the time of application for connection of the proposed units to be served by the City unless same was due to the City's negligence by act or omission. In the event the City is made a party to any litigation arising as a result thereof, the City shall have the option of providing for its own defense in said litigation and billing the Developer, its successors, and/or assignees for all expenses of litigation, including its direct costs, at the commercially recognized rate for attorney fees, inclusive of paralegal or legal assistant services, which expenses the Developer shall pay promptly upon demand, or in the alternative, designating the Developer, its successors and/or assigns, to defend the City at the expense of the Developer, its successors and assignees.

SECTION 11. NOTICES. Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

As to Developer:

Lighthouse Baptist Church of North Port, Florida Inc.
14251 Chancellor Blvd.
Port Charlotte FL 33953
Telephone: 941-624-6462
Attn: Pastor Phil Sheffield
Email: LBCPC14251@gmail.com

As to City:

City of North Port Utilities Department
Attention: Utilities Director
6644 W. Price Boulevard

North Port, FL 34291

With a copy to:

City of North Port, Florida
Attention: City Attorney
4970 City Hall Blvd.
North Port, FL 34286

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of the Developer and the City shall survive the completion of work of the Developer with respect to completing the wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; APPLICABLE LAW; VENUE; ATTORNEYS' FEES.

13.1 This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect between the Developer and the City, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between the Developer and the City.

13.2 No additions, alterations, or variations of the terms of this Agreement shall be valid, nor can either party waive provisions of this Agreement, unless such additions, alterations, variations, or waivers are expressed in writing and duly signed.

13.3 This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the City and it shall be and become effective immediately upon execution by both parties hereto.

13.4 Exclusive venue for any action arising out of this Agreement shall be in the state courts having jurisdiction within Sarasota County, Florida.

13.5 In the event that the City or the Developer is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party in such suit shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

SECTION 14. DISCLAIMERS, LIMITATIONS ON LIABILITY.

14.1 **STATUS.** The parties deem each other to be independent contractors, and not agents of the other.

14.2 **INDEMNITY.** The Developer shall indemnify the City, its respective agents, commissioners, and employees, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including reasonable attorneys' fees, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of the Developer, its agents, employees, servants, licensees, invitees, or contractors or by any person under the control of direction of the Developer, or by the Developer's connection to and use of the City's system, and the Developer shall indemnify and hold harmless the City as aforesaid from all liability, claims, and all other items above mentioned, arising or growing out of or connected with any default, breach, violation, or nonperformance by the Developer of any covenant, condition, agreement, or provision contained in this Agreement concerning all or any part of the City's system. Should the Developer fail for any reason to indemnify and hold harmless the City, the City shall have the right to enforce the terms of this Agreement by placing a lien against the Property, but excluding

lots subsequently sold to third party end users, upon which this Agreement runs, and the City shall be entitled to recover interest at the highest lawful rate on the lien and shall be entitled to foreclose and enforce the lien and recover costs and fees in connection with the foreclosure of the lien or enforce this Agreement in any other manner allowed by law, including termination of service. Such indemnification shall include costs for physical repair of the City's system.

14.3 FORCE MAJEURE.

- (a) Neither party shall be liable to the other in any way whatsoever for any failure or delay in performance of any of the obligations under this Agreement (other than obligations to make payment) arising out of any event or circumstance beyond the reasonable control of such party ("force majeure event"), including without limitation, acts of God, hurricanes, earthquakes, fires, floods, washouts, power outages, explosions, interruptions in telecommunications or internet or network provider services, acts of governmental entities (provided, however, that a legislative or executive act of the City shall not constitute a force majeure event as to the City except in the case of a declared emergency), war, terrorism, civil disturbance, insurrection, riots, acts of public enemies, epidemics, strikes, lockouts or other labor disputes, inability of the City to obtain necessary materials, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws or proclamations, either federal, state or county (but not any such rules, regulations, orders, laws or proclamations by the City, except as set forth above relating to declared emergencies), civil or military, or otherwise, and other causes beyond the reasonable control of either party, whether or not specifically enumerated herein.
- (b) Failure or delay of performance by either party due to a force majeure event shall not be deemed a breach of this Agreement, and neither party shall have the right to terminate this Agreement on account of non-performance of the other party based on a force majeure event.
- (c) Furthermore, any temporary cessation or interruption of sewer services to the Property by the City resulting from necessary maintenance work, breakdown of, or damages to, machinery, pumps or pipelines shall not constitute a breach of this Agreement by the City, nor shall it impose liability upon the City by the Developer, its successors or assigns.

14.4 LIMITATION OF LIABILITY; AVAILABLE REMEDIES.

- (a) IN NO EVENT SHALL THE CITY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON WHATEVER THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BUSINESS INTERRUPTION, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and
- (b) THE DEVELOPER'S REMEDIES AGAINST THE CITY FOR THE CITY'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, IF NOT EXCUSED ON THE BASIS OF A FORCE MAJEURE EVENT OR AS OTHERWISE PROVIDED IN THIS AGREEMENT, SHALL BE LIMITED TO SPECIFIC PERFORMANCE, INJUNCTION, OR OTHER EQUITABLE RELIEF.

14.5 DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no

right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

14.6 **DISCLAIMER OF SECURITY.** Notwithstanding any other provision of this Agreement, the Developer expressly acknowledges (1) that it has no pledge of or lien upon any real property (including, specifically, the City’s system), any personal property, or any existing or future revenue source of the City (including, specifically, any revenue or rates, fees, or charges collected by the City in connection with the City system) as security for any amounts of money payable by the City under this Agreement; and (2) that its rights to any payments or credits under this Agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of the City, whether currently outstanding or hereafter issued.

14.7 **CERTIFICATE OF INSURANCE.** The Developer shall furnish the City with a certificate(s) of insurance prior to the date upon which Florida Department of Environmental Protection (“FDEP”) permits for construction of any On-Site Facilities, Off-Site Facilities, or Treatment Facilities are signed by the Utility Director which shall comply with the insurance requirements set forth below. Said certificate shall provide that insurance coverage shall not be canceled or reduced by the insurance carrier without at least thirty (30) days prior written notice to the City. In the event that the insurance coverage expires prior to completion of the project, renewal certificates shall be issued 30 days prior to said expiration date. The City reserves the right to alter or amend the insurance requirements from time to time based on scope of the contract and risk factors. Insurance policies must be written by companies licensed to do business in the State of Florida and reasonably acceptable to the City. The City must be named an additional insured on all policies except worker’s compensation. Approval and acceptance of insurance by the City shall not relieve or decrease the liability of the Developer. Commercial general liability insurance coverage must be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damages, and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

14.7.1 City Insurance Requirements

	City Insurance Requirements
WORKERS COMP all state and federal statutory limits apply	\$3,000,000 each accident \$1,000,000 each employee \$1,000,000 policy limit for disease
COMMERCIAL GENERAL LIABILITY occurrence form; required aggregate separate to this job	\$3,000,000 each occurrence \$6,000,000 general aggregate \$1,000,000 products and completed ops \$100,000 fire damage
COMMERCIAL AUTO LIABILITY all owned, non-owned, hired vehicles	\$3,000,000 each accident for property damage and bodily injury with contractual liability coverage

14.7.2 RESERVATION OF RIGHTS. The City reserves the right to alter or amend these requirements, to decrease or increase the requirements as they see fit, without prior notice, depending on the scope of the contract and the risk factors involved.

14.7.3 ADDITIONAL REQUIREMENTS. The Developer shall furnish the City with Certificates of Insurance. The City of North Port, Florida is to specifically be listed/named as an ADDITIONAL INSURED on both the COMPREHENSIVE GENERAL LIABILITY and BUSINESS AUTO POLICIES. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. An INDEMNIFICATION & HOLD HARMLESS AGREEMENT must be signed by an authorized representative of the firm and included with the Certificate of Insurance for all contracts for service.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The Developer, as a further consideration for this Agreement, agrees that it shall not (the words “shall not” being used in a mandatory definition) engage in the business of providing wastewater services to the Property during the period of time the City, its successors and assigns, provide wastewater services to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the City shall have sole and exclusive right and privilege to provide wastewater services to the Property until such time as wastewater service is made available to the Property by Charlotte County and to the occupants of each residence, building, or unit constructed thereon.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Charlotte County, Florida at the expense of the Developer.

SECTION 17. SEVERABILITY. If any court finds any part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY.

19.1 Except as otherwise may be set forth in this Agreement, the execution of this Agreement between the Developer and the City does not constitute a specific reservation of capacity by the Developer. Unless and until the required capacity fees and charges have been paid by the Developer, the City does not hereby guarantee that capacity will be available for the Developer’s project on any later date.

19.2 Any specific reservations of capacity, and the fees and charges for such reservation of capacity, must be detailed either within the body of this Agreement or in Section 20 -- Special Conditions. Such reservation of capacity shall be so reserved for a definite period of time only as long as the payment of appropriate fees and charges are made by the Developer or as negotiated between the parties.

19.3 Capacity fees that are paid for by the Developer for reservation of capacity, but which are not used by the Developer within the period of the reservation, are not refundable.

19.4 The City reserves the right to adjust the Wastewater Capacity Fees (higher or lower) in the future. The Developer shall pay the adopted capacity charge that is in effect at the time of application for wastewater capacity, as well as the connection fee and security deposits as connections are required and approved by the City's Utilities Department.

SECTION 20. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed upon by the Developer and the City. To the extent these Special Conditions conflict with any recitals or provisions contained in this Agreement, these Special Conditions shall prevail.

20.1 If the Developer wishes to reserve ERCs, the Developer shall pay to the City the adopted Guaranteed Revenue Charge for each unconnected or unused wastewater ERC. Charges will be billed as of January 31 annually and prorated based upon the period of time during the preceding year between reservation (payment of Capacity Fees) and for as long as such ERCs were unconnected or unused. The Developer will be billed for the per day charge (a prorated basis) for the number of days each ERC remained unconnected or unused during the preceding year.

20.2 As of October 1, 2019, the Guaranteed Revenue Charge was set at the monthly wastewater base facility charge multiplied by 12 months, rounded to the nearest dollar per year per wastewater ERC, and currently remains at that amount; however, the City reserves the right to adjust the charge (higher or lower) in the future. The Developer shall pay the guaranteed revenue charge in effect at the time of payment. The Developer shall have thirty (30) days from the date of the guaranteed revenue invoice to make payment.

20.3 The Developer, or its individual lot transferees, shall pay the adopted Wastewater Capacity Fee for the sole purpose of reserving capacity as follows:

Developer shall pay the adopted Wastewater Capacity Fee for a block of 8.5 ERCs on or before February 1, 2025.

20.4 The Developer understands that this Agreement only addresses the current needs of the Property, and the Developer agrees to notify the City of any changes or expansions of the Property and agrees to pay for any additional capacity and design, permit and construction of any additional infrastructure that would be needed by entering into a new Developer's Agreement which would include additional conditions. The Developer agrees to notify the City of any changes to the existing plumbing and tenant usage at the Property that may cause an increase of consumption and any such changes will require the Developer to pay additional wastewater capacity charges.

SECTION 21. DEFAULT, NOTICE, DAMAGES AND REMEDIES.

21.1 The Developer shall have a five (5) day grace period before a failure to make payment as required herein shall constitute an event of default under this Agreement. The Developer shall be assessed a five percent (5%) late fee to be calculated on any delinquent payment if made after the expiration of the five (5) day grace period. In the event of the Developer's failure to make timely payment as set forth herein and upon the expiration of the five (5) day grace period, the City shall, prior to declaring an event of default, provide the Developer with written notice of the City's intent to declare an event of default. Upon such notice, should the Developer be in default of any provision of this Agreement, and fail to cure the default upon proper notice, the City has the right to deny issuance of any building permits, certificate of occupancies or approval of any FDEP permits for utility construction associated with the project. The

Developer shall have an additional twenty (20) days from the date the Developer receives the City's written notice within which to make the specified payment.

21.2 Should the Developer fail to cure a default upon its receipt of proper notices, the City may undertake the appropriate legal actions it deems necessary to enforce its right and remedies as provided under this Agreement and Florida law.

21.3 The City and the Developer agree that in the event of an uncured default by the Developer resulting in termination of this Agreement, the City will suffer damages not only in the amount of any unpaid capacity fees, any unpaid guaranteed revenues, and any associated late fees, but also in the amount of the Developer's proportionate share of the capital investment the City has made in constructing the City's wastewater system made available to serve the Developer, including but not limited to the debt service on bonds or other financing instruments issued for that purpose. For purposes of calculating damages related to the City's capital investment in the wastewater system, the City and the Developer agree that such damages shall be valued at \$111.82 per year per reserved but unconnected wastewater ERC, and that the Developer shall be liable to the City, as liquidated damages, and not as a penalty, for three (3) years of such damages. This liquidated damages amount shall pertain only to the City's damages related to its capital investment in its wastewater system and shall be in addition to the City's damages related to unpaid capacity fees, unpaid guaranteed revenues and associated late fees.

21.4 In addition to its other remedies, should the Developer be in default of any provision of this Agreement, and fail to cure the default upon proper notice, the City has the right to deny issuance of any building permits, certificate of occupancies, or approval of any FDEP permits for utility construction associated with the project.

SECTION 22. MISCELLANEOUS.

22.1 **AMENDMENT.** No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

22.2 **NON-DISCRIMINATION.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Developer shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Developer and the City have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which shall be considered an original executed copy of this Agreement.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

**LIGHTHOUSE BAPTIST CHURCH OF NORTH
PORT, FLORIDA INC.**

By: _____
Print Name: Phillip Sheffield
Title: Pastor

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2025, by _____ (name), as _____ (title) for Lighthouse Baptist Church of North Port, Florida Inc..

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

EXHIBIT A

BOUNDARY DESCRIPTION OF PROPERTY

Short Legal:

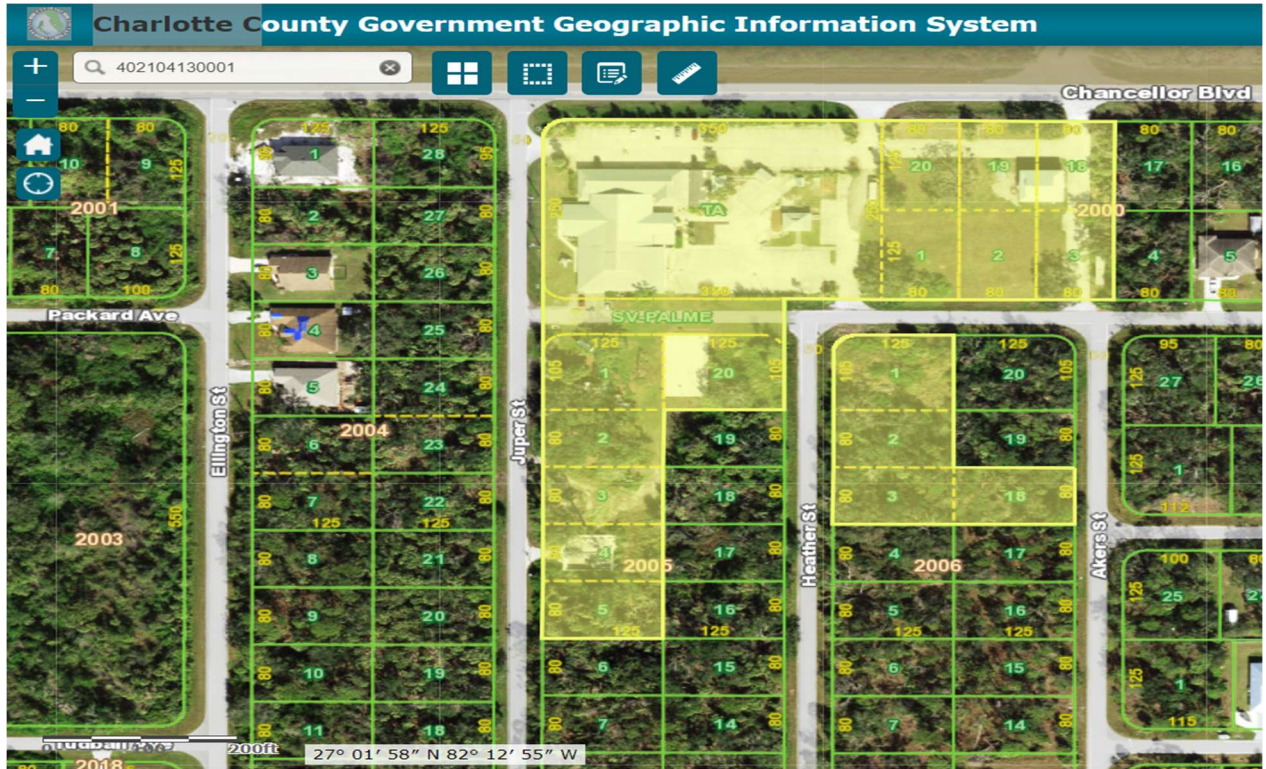
PCH 024 2000 00TA

Long Legal:

PORT CHARLOTTE SEC24 BLK2000 TR A & LTS 1 2 3 18 & 20 BLK 2005 LTS 1 THRU 3 & BLK 2006 LT 1 & ALL VAC PALMER BTWN JUPER ST AND HEATHER ST 239/128 264/41 264/120 357/729 360/911 362/720 370/964 436/451 436/452 454/901 688/183 699/2073 831/1476 DC935/2 DC953/3 PR95-859 996/706 1281/1509 1312/2163 1453/157 1463/1414 DC1485/950(RD) AFF1536/1344 1536/1345 1586/739 1591/402 DC1647/1003-MG 1647/1004 AFF2036/2192 2036/2182 TD2050/1729 2115/1673 2115/1674 2304/1064 2315/449 2389/1909 E2409/1628 RE2645/422 SV4064/1459 EAS4083/518 E4083/522 PCH 024 2000 0019 PORT CHARLOTTE SEC 24 BLK 2000 LT 19 480/779 NT2459/238-JEL PR04-6582444/1743 2459/239 UNREC DC-EFL2584/1475 E4083/522 PCH 024 2005 0004 PORT CHARLOTTE SEC 24 BLK 2005 LT 4 E4083/522 PCH 024 2005 0005 PORT CHARLOTTE SEC 24 BLK 2005 LT 5 269/421 479/570 469/333 DC469/332 4074/608 E4083/522 PCH 024 2005 0020 PORT CHARLOTTE SEC 24 BLK 2005 LT 20 238/91 PR81-105 680/928 838/1149 1252/817 3941/866 3941/867 E4083/522 PCH 024 2006 0002 PORT CHARLOTTE SEC 24 BLK 2006 LT 2 538/48 2037/1473 DC2515/1599-TVM 2515/1601 2518/2033 2793/58 CT3524/675 3574/354 E4083/522 PCH 024 2006 0003 PORT CHARLOTTE SEC 24 BLK 2006 LT 3 286/428 TD1826/284 2389/1907 E4083/522 PCH 024 2006 0018 PORT CHARLOTTE SEC 24 BLK 2006 LT 18 564/409 TD2409/157 E4083/522 NOT4158/2112

**EXHIBIT B
MAP OF PROPERTY**

All properties owned by Lighthouse Baptist Church, Charlotte County
Property Identification No. 402104130001



Map showing property relative to the City of North Port's limits:



EXHIBIT C

Charlotte County Permission



11/18/2024

LIGHTHOUSE BAPTIST CHURCH
14251 Chancellor Blvd
Port Charlotte, FL 33953
Parcel ID 402104130001

Subject: Temporary Connection Authorization to City of North Port Wastewater Utility System

Dear LIGHTHOUSE BAPTIST CHURCH,

This letter serves as formal written permission from Charlotte County Utilities, granting LIGHTHOUSE BAPTIST CHURCH (hereinafter referred to as "Developer") to temporarily connect to the City of North Port's wastewater utility system. This authorization is granted under the condition that this temporary connection will be in effect solely until Charlotte County is able to provide central wastewater services to the property located at Parcel ID 402104130001.

The Developer is expected to comply with all relevant codes, regulations, and requirements established by the City of North Port and to ensure that the connection is maintained in a manner that protects the integrity of the City's wastewater utility infrastructure.

This authorization is granted on a temporary basis and does not constitute a permanent right to connect to the City's wastewater utility system. Once Charlotte County's wastewater services become available to the property, the Developer will be required to discontinue the temporary connection to the City of North Port's system and transition to the services provided by Charlotte County.

Please feel free to reach out to the City of North Port Utilities Department should you require any additional information or have questions regarding this temporary connection authorization.

Sincerely,

Dave Watson
Utilities Director
Charlotte County Utilities

Charlotte County Utilities
Administration | Business Services | Engineering Services | Operations
3100 Loveland Blvd., Port Charlotte, FL 33980-2503

941.764.4300
941.764.4319 fax
CharlotteCountyFL.gov