

DEVELOPER'S AGREEMENT
OFFSITE POTABLE WATER MAIN EXTENSION AND REIMBURSEMENT
AGREEMENT
VISTA DEL LAGO PHASE 4

Dr. Welch Road & Race Road, Dundee, Florida

THIS DEVELOPER'S AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 20____, by and between the **TOWN OF DUNDEE**, a Florida municipal corporation ("Town"), and **VISTA DEL LAGO OF POLK COUNTY, LLC**, a Florida limited liability company ("Developer").

RECITALS

WHEREAS, Developer owns or controls certain real property located within the service area of the Town of Dundee, Polk County, Florida, known as Vista Del Lago Phase 4, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Developer is developing Vista Del Lago Phase 4, consisting of approximately 32 residential lots, and as part of that development is constructing an 8-inch DR18 PVC potable water main that: (i) connects to the existing 8-inch water main installed under Vista Del Lago Phase 3 at Hillcrest Drive; (ii) runs approximately 41 linear feet west to A.T. Race Road; and (iii) extends approximately 503 linear feet north and south along A.T. Race Road to serve the Phase 4 frontage (collectively, the "Phase 4 Water Main"); and

WHEREAS, the Town has requested that Developer extend the proposed water main approximately 270 linear feet beyond the northern terminus of the Phase 4 Water Main, continuing north along A.T. Race Road to connect with the Town's existing water infrastructure near Camp Endeavor Boulevard, in order to create a fully looped water system and improve reliability of service to Phase 3, Phase 4, and the surrounding area (the "Offsite Extension"); and

WHEREAS, the Offsite Extension lies outside the limits of the Vista Del Lago Phase 4 development and exceeds the infrastructure required to serve the Property; the Town acknowledges that the Offsite Extension benefits the Town's water distribution system as a whole and agrees to reimburse Developer a fixed lump sum amount of Seventeen Thousand One Hundred Twenty-Seven and 75/100 Dollars (\$17,127.75) for the construction of the Offsite Extension, subject to the terms and conditions of this Agreement; and

WHEREAS, Developer is willing to construct the Offsite Extension concurrently with the Vista Del Lago Phase 4 water main improvements, as it is most cost-effective and practical to complete this work while construction is already underway in the corridor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 — DEFINED TERMS

1.1 "Facilities" means the offsite potable water main extension to be constructed by Developer at the Town's request, consisting of approximately 270 linear feet of 8-inch DR18 PVC water main extending north along A.T. Race Road from the northern terminus of the Phase 4 Water Main to the Town's existing water infrastructure near Camp Endeavor Boulevard, all as more particularly described in Exhibit C (Engineer's Plans) attached hereto. The Facilities are separate from and in addition to the Phase 4 Water

Main (approximately 41 LF + 503 LF) constructed by Developer within the limits of Vista Del Lago Phase 4.

1.2 "Property" means the real property described in Exhibit A.

1.3 "Town Standards" means the Town of Dundee's standard specifications, technical standards, and requirements applicable to potable water system construction, as amended from time to time.

ARTICLE 2 — CONSTRUCTION OF FACILITIES

2.1 Developer's Obligation. Developer shall, at its sole cost and expense, design, permit, and construct the Facilities in accordance with Town Standards and all applicable federal, state, and local laws, regulations, and ordinances.

2.2 Plans and Specifications. Prior to commencement of construction, Developer shall submit engineering plans and specifications prepared by a Florida-licensed professional engineer to the Town for review and approval. Construction shall not begin until written approval is received from the Town.

2.3 Permits. Developer shall be responsible for obtaining all required permits, including but not limited to Florida Department of Environmental Protection (FDEP) permits for the potable water main extension.

2.4 Inspection. All construction shall be subject to inspection by the Town or its designated representative. Developer shall provide reasonable advance notice prior to commencing construction and shall cooperate with all inspections.

2.5 As-Built Drawings. Upon completion of construction, Developer shall provide the Town with signed and sealed as-built drawings prepared by a Florida-licensed professional engineer.

ARTICLE 3 — COST AND REIMBURSEMENT

3.1 Developer's Construction Obligation. Developer shall design, permit, construct, and dedicate the Facilities at its own expense and risk. The Town's reimbursement obligation is a fixed lump sum as set forth in Section 3.2, regardless of Developer's actual construction cost. Developer acknowledges that the Town's obligation to pay the Reimbursement Amount is a material inducement for Developer's agreement to construct the Facilities.

3.2 Town's Reimbursement Obligation. Upon the Town's written acceptance of the Facilities pursuant to Section 4.2, the Town shall pay Developer a fixed lump sum of Seventeen Thousand One Hundred Twenty-Seven and 75/100 Dollars (\$17,127.75) (the "Reimbursement Amount"), within forty-five (45) days of such acceptance. The Reimbursement Amount is fixed and shall not be adjusted based on Developer's actual construction costs, whether higher or lower. Developer assumes all risk of cost overruns and retains the benefit of any cost savings achieved.

ARTICLE 4 — DEDICATION AND ACCEPTANCE

4.1 Dedication. Upon satisfactory completion of construction and final inspection, Developer shall dedicate the Facilities to the Town free and clear of all liens, encumbrances, and claims.

4.2 Conditions to Acceptance. The Town's written acceptance of the Facilities, which shall trigger the Town's payment obligation under Section 3.2, is conditioned upon: (a) satisfactory completion of construction in accordance with approved plans and Town Standards; (b) submission and approval of signed and sealed as-built drawings; (c) successful pressure and bacteriological testing; (d) execution and delivery of a Bill of Sale conveying the Facilities to the Town; and (e) provision of a one-year warranty bond or other assurance acceptable to the Town.

4.3 Ownership. Upon acceptance by the Town, the Facilities shall become the property of the Town, and the Town shall be responsible for operation and maintenance thereof.

ARTICLE 5 — WATER SERVICE

5.1 Service Availability. Following acceptance of the Facilities, the Town agrees to make potable water service available to the Property, subject to: (a) payment of applicable connection fees and charges; (b) compliance with applicable Town ordinances and policies; and (c) availability of adequate system capacity.

5.2 Rates and Charges. Water service shall be provided at the rates and charges established by the Town from time to time in accordance with applicable law.

ARTICLE 6 — EASEMENTS AND ACCESS

6.1 Utility Easements. Prior to or concurrent with the dedication of the Facilities, Developer shall provide the Town with utility easements, in form acceptable to the Town Attorney, covering the location of all water mains and appurtenances located outside public rights-of-way.

6.2 Access. The Town shall have the right to access the Facilities within public rights-of-way or granted easements for operation, maintenance, repair, and replacement.

ARTICLE 7 — GENERAL PROVISIONS

7.1 Warranty. Developer warrants that the Facilities shall be free from defects in materials and workmanship for a period of one (1) year following acceptance by the Town. Developer shall promptly repair or replace, at its sole cost, any defective work identified during the warranty period.

7.2 Insurance. During construction, Developer shall maintain, or cause its contractor to maintain, commercial general liability insurance in amounts acceptable to the Town, naming the Town as an additional insured.

7.3 Indemnification. Developer shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses arising out of or resulting from the design, permitting, or construction of the Facilities, except to the extent caused by the Town's negligence or willful misconduct.

7.4 Governing Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute shall be in Polk County, Florida.

7.5 Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements.

7.6 Amendment. This Agreement may not be amended or modified except by written instrument signed by both parties.

7.7 Notices. All notices required or permitted hereunder shall be in writing and delivered by hand, overnight courier, or certified mail, return receipt requested, to:

If to Town:

Town of Dundee
Attn: Ken Cassel, Town Manager
901 Main Street
Dundee, FL 33838

If to Developer:

Vista Del Lago of Polk County, LLC

Attn: Lee Saunders

5529 US 98 N

Lakeland, FL 33809

Phone: (863) 660-4803

7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7.9 Recordation. This Agreement shall be recorded in the Public Records of Polk County, Florida, at Developer's expense.

7.10 Effective Date. This Agreement shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF DUNDEE:

Signature

Printed Name

Title

Date

VISTA DEL LAGO OF POLK COUNTY, LLC:

Lee Saunders, Manager / Authorized Member

Date

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Lee Saunders, as Manager/Authorized Member of Vista Del Lago of Polk County, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A parcel of land lying within Lot 12, FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, as recorded in Plat Book 1, Page 87, and within Section 34, Township 28 South, Range 27 East, all lying and being in Polk County, Florida, and being more particularly described as follows:

BEGIN at a found 5/8" iron rod marking the Northwest corner of said Lot 12 also being a point on the East right of way line of A. T. Race Road and also being a point on the South right of way line of an Unnamed Street; thence N.89 degrees 09'28"E., on the North line of said Lot 12 also being the South right of way line of said Unnamed Street, a distance of 634.48 feet to the Northeast corner of said Lot 12; thence S.00 degrees 47'19"E., departing the South right of way line of said Unnamed Street and on the East line of said Lot 12, a distance of 471.57 feet; thence S.88 degrees 57'56"W., departing the East line of said Lot 12, a distance of 634.58 feet to a point on the West line of said Lot 12 also being a point on the East right of way line of said A. T. Race Road; thence N.00 degrees 46'35"W., on the West line of said Lot 12 also being the East right of way line of said A. T. Race Road, a distance of 473.70 feet to the POINT OF BEGINNING.

Parcel contains 6.88 acres, more or less.

Parcel Identification Number: 27-28-34-853000-000121

Subject to easements, restrictions, and reservations of record.

EXHIBIT B

COST ESTIMATE

Tucker Paving, Inc. — Vista Del Lago Phase 4 Water Main Extension

Description	Quantity	Unit Price	Total
8" DR18 PVC Water Main	270 LF	\$41.36	\$11,167.20
Connect to Existing 8" Water Main	1 EA	\$1,066.91	\$1,066.91
Construction Subtotal:			\$12,234.11
Contingency (10%)			\$1,223.41
Engineering Design (15%)			\$1,835.12
Construction Management / CEI (15%)			\$1,835.12
TOTAL ESTIMATED PROJECT:			\$17,127.75

Note: Note: The fire hydrant assembly will be furnished and installed by the Town of Dundee and is not included in the Reimbursement Amount.

EXHIBIT C

ENGINEER'S PLANS AND SPECIFICATIONS