

**PREPARED BY AND RETURN TO:**

Thomas J. Wilkes  
GrayRobinson  
301 East Pine Street, Suite 1400  
Orlando, FL 32801  
(407) 843-8880

**AGREEMENT**  
*for*  
**VOLUNTARY ANNEXATION,  
POTABLE-WATER SERVICE,  
and  
WASTEWATER SERVICE**

---

**Town of Howey-in-the-Hills, Florida**  
*and*  
**GPK Harris Lake, LLC**

---

**Drake Point Project**

---

***THIS AGREEMENT*** (“Agreement”) is entered into as of                     , 2025, by the **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**, a municipal corporation organized and operating under the constitution and laws of the State of Florida and its Charter (“**Town**”), and **GPK HARRIS LAKE, LLC**, a Florida limited liability company, the address for which is 8615 Commodity Circle, Suite 17, Orlando, Florida 32819 (“**Owner**”).

***PREMISES***

1. As of the date of this Agreement the Owner holds fee simple title to the land described in **Exhibit "A"** ("**Property**").
2. The Property is located currently in unincorporated Lake County and has been zoned by Lake County for a planned development, primarily for single-family residential uses.

3. Pursuant to Chapter 180 of Florida Statutes the Town has enacted an ordinance establishing a water- and wastewater-service area (“**Utility Service Area**”) and authorizing extension of potable-water and wastewater service beyond the corporate limits of the Town.

4. The Town is willing to allow the extension of its water and wastewater utilities and to supply water and wastewater service to property owners and users outside the Town’s current boundaries and within the Utility Service Area, but only if the owners of properties benefitting from the utility services first petition the Town Council for annexation of the benefitting properties to the Town.

5. The Town is ready and willing to extend its boundaries to include the Property, subject to the Owner, on behalf of itself and all its successors in interest, petitioning the Town Council to annex the Property to the Town at such time as (i) the Property becomes contiguous to the Town’s boundaries, (ii) the Property has been platted by subdivision plat recorded after the date of this Agreement, and (iii) is eligible otherwise under Florida law for annexation. With respect to item (ii), if the Property is platted in phases, each such phase of the Property shall be available for annexation from and after the platting of such phase. In any event, once contiguity occurs the Town may annex the Property in its entirety at any time after six full calendar months have elapsed since the date the Property became contiguous to the Town’s boundary.

6. On behalf of itself and all its successors in interest in the Property, the Owner (subject to the conditions set forth in recital 5 above) herewith petitions the Town to annex the Property to the Town in return for the Town allowing the extension of its water and wastewater utilities to the Property.

**ACCORDINGLY**, the parties agree as follows:

## **SECTION 1. PREMISES.**

The above premises are true and correct and form a material part of this Agreement.

## **SECTION 2. REPRESENTATION OF OWNERSHIP.**

The Owner represents and warrants to the Town that the Owner holds fee simple title to the Property and has the right legally to enter into this Agreement.

### **SECTION 3. AUTHORITY.**

a. This Agreement is entered into under the authority of the Florida Constitution, including specifically its Article VIII, Section 2, the powers conferred upon municipalities by Chapters 163, 166, 171, and 180 of Florida Statutes, and the Town's Charter and Code of Ordinances.

b. The parties expressly stipulate that this Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act, Section 163.3220, *et. seq.*, Florida Statutes, and the provisions of that act do not govern this Agreement.

\*\*\*\*\*

### **ANNEXATION**

\*\*\*\*\*

### **SECTION 4. PETITION AND CONSENT TO ANNEXATION.**

a. As consideration for the Town providing and agreeing to provide water and wastewater service to the Property, the Owner herewith petitions the Town Council for the Town under section 171.044 of Florida Statutes (2024) (or its successor legislation), on behalf of both the Owner itself and all the Owner's successors in interest in the Property, that the Property be annexed to the Town immediately upon either the satisfaction of conditions (i), (ii) and (iii) of recital 5 above or the lapse of six full calendar months after the date the Property becomes contiguous to the Town's boundaries, whichever occurs first, all in accordance with Florida law and all without further action, petition, consent, or approval of the Owner or its successors in interest.

b. This petition for and consent to annexation of the Property to the Town is irrevocable as long as the Town provides or is willing to provide water or wastewater service, or both, to the Property.

c. The parties expressly agree that (i) under section 171.044 of Florida Statutes (2025) (or its successor statute), this section 4 of this Agreement

constitutes the legally complete and sufficient petition (subject to the satisfaction of the conditions set forth in recital 5 above) by the Owner and its successors for voluntary annexation of the Property to the Town and that (ii) no further consent or petition or approval of any type by the Owner or its successors is or will be needed as a condition to the Town undertaking the annexation. At such time as the Town undertakes the annexation, however, the Owner and all its successors in interest in the Property must execute any and all such certificates, consents, approvals, and other instruments as the Town may reasonably request and as may be necessary or reasonably useful to completion of the annexation.

d. This petition for and consent to annexation of the Property is material consideration in return for the Town's obligations under this Agreement. But for this petition and consent for annexation of the Property the Town would not be willing to enter into this Agreement.

## **SECTION 5. THE TOWN'S UTILITY SERVICE AREA.**

On behalf of itself and all its successors in interest in the Property, the Owner acknowledges, agrees, and states its preference that the Town is to be the exclusive provider of water- and wastewater-utility service to the Property. The Owner may not engage in the business of providing water- or wastewater-utility service to the Property and may not contract with any other entity or person to provide water or wastewater service to the Property so long as the Town (or its successor in interest) provides or is willing to provide water- and wastewater-utility service, or either, to the Property.

\*\*\*\*\*

### **POTABLE-WATER UTILITY SERVICE**

\*\*\*\*\*

## **SECTION 6. TOWN TO PROVIDE POTABLE-WATER SERVICE**

a. Upon the terms and conditions in this Agreement, and in accordance with the Town's codes, ordinances, rules, regulations, and technical standards and requirements, the Town shall provide and shall have the exclusive right to provide to the Property potable-water utility service as set forth herein.

b. As between the Town and the Owner, the Owner is entitled to reserve potable-water utility service for single-family dwelling units and other approved land uses up to a maximum of 525 “Equivalent Residential Units” (“ERU’s”). The Owner’s right to ERU’s of potable-water-utility capacity will vest only upon the Owner’s payment in full, in U.S. dollars, of the Town’s one-time initial capital and connection charges for each ERU desired to be reserved by Owner, however denominated, for its potable-water utility system. Upon such payment in full, the Town must set aside and deem reserved for the Owner the potable-water-utility capacities for which payment is made. At its option, the Owner may pay the capital and connection charges for some, not all, of its projected dwelling units, in which case the Owner’s right to service will then vest for those units for which full payment is made.

c. Vesting of the Owner’s right to capacity will occur upon payment in full of the capital and connection charges in effect at the time of the payment. If, between the time of such payment and the application by the Owner for a building permit, the Town increases the amount of its one-time capital and/or connection charges, the building permit will be issued only upon payment of the amount of the increase(s).

## **SECTION 7. DESIGN, CONSTRUCTION, ACCEPTANCE, AND CONVEYANCE OF POTABLE-WATER-UTILITY IMPROVEMENTS**

The Owner’s right to connect the Property to the Town’s potable water utility is conditioned on the Owner:

1. Preparing at no cost to the Town the plans and specifications for all lines, pumps, valves, and other equipment, facilities, and improvements required for the Town’s potable-water utility to serve the Property,
2. Installing and constructing the utility improvements in accordance with plans and specifications approved by the Town,
3. Installing and constructing all such improvements at no cost to the Town, and
4. Conveying all such improvements to the Town, at no cost to the Town, by written instrument(s) in form and substance reasonably acceptable to the Town Manager.

Upon completion of the improvements the Owner shall apply in writing to the Town Manager for acceptance of the improvements. Upon the Town's acceptance of the improvements all warranties and guarantees from contractors and suppliers shall be assigned and delivered by the Owner to the Town. Town's acceptance of the improvements shall not be unreasonably withheld, conditioned or delayed.

The Town agrees that once the Owner or others have connected consumer installations to the Town's potable-water utility system that the Town will continuously, provide potable-water service to the connected consumer installations subject to continued compliance with all applicable Town requirements for such service.

## **SECTION 8. INSTALLATION OF UTILITY IMPROVEMENTS**

The Owner must design, permit, construct, and install, all at no cost to the Town, all potable-water lines, pipes, valves, pumps, and other fittings, equipment, and improvements required, both on and off the Property, to provide the Property and the future improvements thereon with water service, connecting the Property to the existing Town potable-water-utilities system.

The Town has the right to review, approve and permit, as appropriate, the potable-water-utility improvements necessary for the Owner to connect the Property to the Town's potable-water utility in a manner consistent with the Town's land-development and utility regulations, policies, customs, and practices. Upon completion of the potable-water-utility improvements, both on and off the Property, all portable-water-utility improvements, whether on the Property or within Town rights-of-way or utility easements, must be conveyed to the Town in form and substance acceptable to the Town Manager.

All onsite potable-water-utility improvements are to be conveyed or otherwise dedicated to the Town in form and substance approved by the Town Manager. All connections to existing Town potable-water utilities shall be made at no cost to the Town.

## **SECTION 9. APPROVAL OF DESIGN, PLANS, AND SPECIFICATIONS.**

The engineering design, plans and specifications of all potable-water-utility improvements to be transferred to and owned and operated by the Town are subject to prior approval by the Town Manager. The Owner's registered engineer of record shall incorporate all applicable standards and specifications of the Town into the

engineering design, plans, and specifications for the potable-water-utility improvements. The Town shall provide reasonable assistance to the Owner's engineers as would be customary for a utility provider in a comparable design and construction of utility improvements. All construction plans and specifications must be approved by the Town before construction is commenced. The Owner must obtain all federal, state, county, town and other permits required for construction, acceptance and operation of the improvements prior to acceptance of the potable-water-utility improvements by the Town.

#### **SECTION 10. ACCESS TO CONSTRUCTION; APPROVAL OF WORK AND MATERIALS.**

From time to time the Town may inspect the construction and installation of the potable-water-utility improvements to ensure compliance with the approved plans and specifications and shall retain the power of final approval of all work and materials. In connection with its inspections the Town does not accept and shall not be assigned liability of any type or nature.

#### **SECTION 11. TESTING DURING AND AFTER CONSTRUCTION.**

The Owner must require its registered engineer to supervise construction and to certify, under seal, to the Town Manager that the potable-water-utility improvements are installed in accordance with the approved design plans and specifications. The Owner shall conduct at no expense to the Town all tests required by the Town to verify the improvements are constructed in accordance with the approved engineering plans and specifications and all other Town requirements.

#### **SECTION 12. CONVEYANCE OF EASEMENTS AND IMPROVEMENTS.**

The Owner shall grant to the Town, at no expense to the Town, adequate transferable easements for all potable-water-utility improvements and related appurtenances on the Property as may be deemed necessary by the Town Manager and all in form and substance acceptable to the Town Attorney.

#### **SECTION 13. INSTRUMENTS OF CONVEYANCE OF UTILITY IMPROVEMENTS.**

Upon completion of construction and installation and acceptance by the Town of the potable-water-utility improvements, the Owner must transfer to the Town title to all the improvements in form and substance approved by the Town Attorney.

The Owner shall provide to the Town a copy of the recorded plat, a bill of sale or bills of sale for the improvements as approved by the Town Attorney, easement grants as approved by the Town Attorney, and other evidences of conveyance required by the Town Manager and as approved by the Town Attorney.

Mortgagees, if any, holding prior liens on any part of the Property must release such liens, subordinate their positions, join in a conveyance, grant, or dedication, or give to the Town assurance by way of a “non-disturbance agreement” in form and substance acceptable to the Town Attorney that, in the event of foreclosure, the mortgagee will recognize the utility ownership and easement rights of the Town.

#### **SECTION 14. ADDITIONAL DOCUMENTS TO BE PROVIDED BY OWNER.**

In addition to the documents of title to the utility improvements, the Owner must provide to the Town Manager the following documents prior to the Town’s acceptance of the improvements, all as approved by the Town Attorney:

- i. as-built drawings of utility improvements (one hard copy signed and sealed, and one PDF), furnished one week prior to final inspection;
- ii. certification by the Owner’s engineer of costs (schedule of values) for on-site and off-site construction and installation;
- iii. letters of acceptance from the appropriate regulatory agency or agencies for the systems;
- iv. certification by the design engineer that the system was constructed as designed; and
- v. related right-of-way use permits and other permits and licenses obtained from applicable government agencies.

All such documents must be under the seal of an engineer registered in Florida, as required by the Town Manager.

#### **SECTION 15. CONNECTIONS SUBJECT TO RATES AND FEES.**

All connections to the Town’s potable-water utility are subject to the continuing operating rules, regulations, policies, customs, and practices of the Town, including without limitation the periodic payment of customary potable-water charges and fees as provided in the Town’s rate schedules and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the Town for potable-water service shall be in accordance with its rate schedules, which are subject to change from time-to-time,



and which may include a higher charge for those properties located outside the Town's boundaries.

## **SECTION 16. OWNER TO OBTAIN PERMITS.**

The Owner shall obtain, at no cost to the Town, all governmental approvals, inspections, certificates, licenses and permits necessary for the design, routing, construction, connection and use of the potable-water-utility improvements to be installed under this Agreement. The Town shall render assistance to the Owner in obtaining these approvals, licenses and permits if and as requested and as would be customary practice for a utility provider.

## **SECTION 17. SERVICING OTHER PROPERTIES.**

The Town reserves the right to service other properties through the potable-water-utility improvements constructed, installed and conveyed by the Owner. Nothing in this Agreement prohibits the Town from extending its potable-water utility to any other area, properties, or customers. If the Town requests that the Owner increase the size or capacity of water-utility improvements to be installed by Owner under this Agreement so that the Town may serve other properties, the Town shall reimburse Owner the increased cost incurred from the increase in capacity of such improvements.

\*\*\*\*\*

## **WASTEWATER UTILITY SERVICE**

\*\*\*\*\*

## **SECTION 18. TOWN TO PROVIDE WASTEWATER SERVICE.**

a. Upon the terms and conditions in this Agreement, and in accordance with the Town's codes, ordinances, rules, regulations, and technical standards and requirements, the Town shall provide and shall have the exclusive right to provide to the Property wastewater-utility service as set forth herein.

b. As between the Town and the Owner, the Owner is entitled to reserve wastewater-utility service for single-family dwelling units and other approved land

uses up to a maximum of 525 ERU's. The Central Lake Community Development District (“**CDD**”), which provides treatment of wastewater for the Town's wastewater utility, specifies that each wastewater-utility ERU is equal to 250 gallons per day of wastewater-utility capacity. The Owner's right to ERU's of wastewater-utility capacity will vest only upon:

- i. the Owner's payment in full, in U.S. Dollars, of the one-time initial capital and connection charges imposed by the Town, however denominated, for its wastewater-utility system, and
- ii. The Owner obtaining from the CDD the contract right to treatment and disposal of all wastewater generated by the Owner's approved ERUs as required by Section 19.

Upon the Owner's payment in full of the Town's one-time charges and the Owner securing the contract right to treatment and disposal of wastewater for its ERU's, the Town must set aside and deem reserved for the Owner the wastewater-utility capacity for which payment has been made. At its option, the Owner may pay the Town's one-time capital and connection charges for some, not all, of the Owner's projected dwelling units, in which case the Owner's right to service will then vest for those units for which full payment is made.

c. Vesting of the Owner's right to wastewater-utility capacity will occur upon payment in full of the capital and connection charges in effect at the time of the payment. If between the time of such payment and the application by the Owner for a building permit for a dwelling unit the Town increases the amount of its one-time capital and/or connection charges, the building permit will be issued only upon payment of the amount of the increase(s).

## **SECTION 19. CAPACITY-RESERVATION REQUIREMENTS**

The Owner acknowledges that the Town will treat and dispose of wastewater generated on the Property through the Town's Amended and Restated Wholesale Wastewater Treatment Agreement with the Central Lake Community Development District (**CDD**) dated as of February 1, 2025 (**Treatment Agreement**), a copy of which has been provided to the Owner. The contract right of the Town to transmit wastewater from the Property to the treatment and disposal facilities of the CDD is subject under the Treatment Agreement to certain requirements and obligations that must be fulfilled by the Owner, as follows:

a. Under subsection 3.4 of the Treatment Agreement the Owner must become a “Certified Customer” of the CDD by securing from CDD a Certificate of Wastewater Treatment Availability, which will assure the Town that (i) as required by Section 163.3180, Florida Statutes, wastewater-treatment and -disposal service will be available concurrent with the development of the Property and (ii) the Owner has paid to the CDD the contribution in aid of construction (“CIAC”) required under subsection 3.4 of the Treatment Agreement.

b. The Owner must make its request to become a Certified Customer directly to the CDD and must supply all information in such a form as the CDD reasonably requires at the following addresses:

Mr. Bud Beucher, Chair  
Central Lake Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

with a copy to: George S. Flint  
District Manager  
Central Lake Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

And to: Kevin Stone  
District General Counsel  
Stone & Gerken, P.A.  
4850 N. Hwy 19A  
Mount Dora, Florida 32757

d. Upon the receipt of the Owner’s request or requests for a Certificate of Wastewater Treatment Availability, the CDD will determine the number of ERUs attributable to the Owner’s proposed construction on the Property, will calculate the CIAC at the then-prevailing rate, and will notify the Owner of the foregoing.

e. The CDD will provide to the Town the required system pressures and elevations to connect the Property to the CDD’s treatment facilities, along with any other applicable technical requirements for the connection. The Town will review the proposed Point of Connection (as defined in the Treatment Agreement) and the CDD’s technical requirements. Should connection and service to the Property necessitate the CDD relocating or increasing the size of its wastewater main from

the Point of Connection to the CDD's treatment and disposal facilities, the CDD will be obligated under the Treatment Agreement to undertake and complete the upsizing or relocation only if the Owner pays or otherwise makes arrangement, in a manner acceptable to the CDD, for payment of all costs of such upsizing or relocation.

f. Upon receipt of the CIAC and an executed capacity reservation agreement between the Owner and the CDD, including a commitment to provide for the cost of a relocation or upsizing of facilities, if required, all as contemplated in subsection e, above, the CDD will issue the Certificate of Wastewater Treatment Availability.

g. The Owner acknowledges that under the Treatment Agreement a new certificate may be required if and when a new development is approved for the Property that may change materially the use or intensity of use of the Property. In such event additional ERUs may be assigned by the CDD to the Property, requiring the payment of additional CIACs.

h. Upon the Owner's payment of the CIAC, the Owner will have a vested right to reserved and encumbered treatment and disposal capacity in the CDD's wastewater system and shall be treated as a Certified Customer for a period of three years. Under subsection 3.4 of the Treatment Agreement, if the Owner has not connected to the Town's wastewater collection facilities within three years from the date of the issuance of the Certificate of Wastewater Treatment Availability, the CDD shall have the right, but not the obligation, at any time thereafter to repurchase the reserved and unencumbered capacity by providing written notice to the Owner and repaying the CIAC to the Owner without interest. If the Owner has failed to make a payment due to the CDD under the Treatment Agreement or under its capacity reservation agreement with the CDD, or otherwise in connection with this Agreement, such amount will be deducted by the CDD from the repurchase price together with the maximum rate of interest allowed by law, accruing from the date that such payment was due. Upon the CDD's repayment of the CIAC, the capacity shall become available for allocation and will be allocated by the Town to other users, the Owner shall no longer be a Certified Customer, and the Town's grant of any future development approval for the Property shall again be conditioned upon the issuance of a Certificate of Wastewater Treatment Availability. If the Owner later desires the issuance of a Certificate of Wastewater Treatment Availability and capacity is available, it will be required to pay the CIAC at the then-prevailing rate calculated with respect to the new request.

i. If a part of this Agreement is found to be inconsistent with a part of the Treatment Agreement, the latter shall prevail. If the Treatment Agreement imposes a requirement on the Town the effect of which is to preserve, continue, or otherwise benefit substantially the Owner's right to treatment or disposal of wastewater generated from the Property and is reasonably capable of being performed by the Owner, or if the requirement is one the parties would reasonably view as a requirement that should "flow down," or is contemplated under the Treatment Agreement to "flow down," to the land developer or end user of the Property or a part of the Property and is reasonably capable of being performed by the same, then the requirement in the Treatment Agreement will be deemed under this Agreement to be a requirement imposed on the Owner or the Owner's successor(s), not on the Town.

## **SECTION 20. DESIGN, CONSTRUCTION, ACCEPTANCE, AND CONVEYANCE OF WASTEWATER-UTILITY IMPROVEMENTS**

The Owner's right to connect the Property to the Town's wastewater utility is conditioned on the Owner:

1. Preparing at no cost to the Town the plans and specifications for all lines, pumps, valves, lift stations, and other equipment, facilities, and improvements required for the Town's wastewater utility to serve the Property,
2. Installing and constructing the utility improvements in accordance with plans and specifications approved by the Town,
3. Installing and constructing all such improvements at no cost to the Town, and
4. Conveying all such improvements to the Town, at no cost to the Town, by written instrument(s) in form and substance reasonably acceptable to the Town Manager.

Upon completion of the improvements the Owner shall apply in writing to the Town Manager for acceptance of the improvements. Upon the Town's acceptance of the improvements all warranties and guarantees from contractors and suppliers shall be assigned and delivered by the Owner to the Town. Town's acceptance of the improvements shall not be unreasonably withheld, conditioned or delayed.

The Town agrees that once the Owner or others have connected customer installations to the Town's waste-water utility system that the Town will continuously, provide waste-water service to the connected customer installations subject to continued compliance with all applicable Town requirements for such service.

## **SECTION 21. INSTALLATION OF UTILITY IMPROVEMENTS**

The Owner must design, permit, construct, and install, all at no cost to the Town, all wastewater lines, pipes, valves, pumps, lift stations, and other fittings, equipment, and improvements required, both on and off the Property, to provide the Property and the future improvements thereon with wastewater-utility service, connecting the Property to the existing Town wastewater-utility system.

The Town has the right to review, approve and permit, as appropriate, the wastewater-utility improvements necessary for the Owner to connect the Property to the Town's wastewater utility in a manner consistent with the Town's land-development and utility regulations, policies, customs, and practices. Upon completion of the wastewater-utility improvements, both on and off the Property, all wastewater-utility improvements, whether on the Property or within Town rights-of-way or utility easements, must be conveyed to the Town in form and substance acceptable to the Town Attorney.

All onsite wastewater-utility improvements are to be conveyed or otherwise dedicated to the Town in form and substance approved by the Town Attorney. All connections to the Town wastewater utility shall be made at no cost to the Town. Town's acceptance of the improvements shall not be unreasonably withheld, conditioned or delayed.

## **SECTION 22. APPROVAL OF DESIGN, PLANS, AND SPECIFICATIONS.**

The engineering design, plans and specifications of all wastewater-utility improvements to be transferred to and owned and operated by the Town are subject to prior approval by the Town Manager. The Owner's registered engineer of record shall incorporate all applicable standards and specifications of the Town into the engineering design, plans, and specifications for the wastewater-utility improvements. The Town shall provide reasonable assistance to the Owner's engineers as would be customary for a utility provider in a comparable design and construction of utility improvements. All construction plans and specifications

must be approved by the Town before construction is commenced. The Owner must obtain all federal, state, county, town and other permits required for construction, acceptance and operation of the improvements.

### **SECTION 23. ACCESS TO CONSTRUCTION; APPROVAL OF WORK AND MATERIALS.**

From time to time the Town may inspect the construction and installation of the wastewater-utility improvements to ensure compliance with the approved plans and specifications and shall retain the power of final approval of all work and materials. In connection with its inspections the Town does not accept and shall not be assigned liability of any type or nature.

### **SECTION 24. TESTING DURING AND AFTER CONSTRUCTION.**

The Owner must require its registered engineer to supervise construction and to certify, under seal, to the Town Manager that the wastewater-utility improvements are installed in accordance with the approved design plans and specifications. The Owner shall conduct at no expense to the Town all tests required by the Town to verify the improvements are constructed in accordance with the approved engineering plans and specifications and all other Town requirements.

### **SECTION 25. CONVEYANCE OF EASEMENTS AND IMPROVEMENTS.**

The Owner shall grant to the Town, at no expense to the Town, adequate transferable easements for all wastewater-utility improvements and related appurtenances on the Property as may be deemed necessary by the Town Manager and all in form and substance acceptable to the Town Attorney.

### **SECTION 26. INSTRUMENTS OF CONVEYANCE OF UTILITY IMPROVEMENTS.**

Upon completion of construction and installation and acceptance by the Town of the wastewater-utility improvements, the Owner must transfer to the Town title to all the improvements in form and substance approved by the Town Attorney. The Owner shall provide to the Town a copy of the recorded plat, a bill of sale or bills of sale for the improvements as approved by the Town Attorney, easement grants as approved by the Town Attorney, and other evidences of conveyance as required by the Town Manager and approved by the Town Attorney. Mortgagees, if any, holding prior liens on any part of the Property must release such liens, subordinate their positions, join in a conveyance, grant, or dedication, or give to the Town

assurance by way of a “non-disturbance agreement” in form and substance acceptable to the Town Attorney that, in the event of foreclosure, the mortgagee will recognize the utility ownership and easement rights of the Town.

## **SECTION 27. ADDITIONAL DOCUMENTS TO BE PROVIDED BY OWNER.**

In addition to the documents of title to the utility improvements, the Owner must provide to the Town Manager the following documents prior to the Town’s acceptance of the improvements, all as approved by the Town Attorney:

- i. as-built drawings of utility improvements, (one hard copy signed and sealed, and one PDF) furnished one week prior to final inspection;
- ii. certification by the Owner’s engineer of costs (schedule of values) for on-site and off-site construction and installation;
- iii. letters of acceptance from the appropriate regulatory agency or agencies for the systems;
- iv. certification by the design engineer that the system was constructed as designed; and
- v. related right-of-way use permits and other permits and licenses obtained from applicable government agencies.

All such documents must be under the seal of an engineer registered in Florida, as required by the Town Manager.

## **SECTION 28. CONNECTIONS SUBJECT TO RATES AND FEES.**

All connections to the Town’s wastewater utility shall be subject to the continuing operating rules, regulations, policies, customs, and practices of the Town, including without limitation the periodic payment of customary wastewater charges and fees as provided in the Town’s rate schedules and payment of all deposits, and other fees, rates and charges, including development fees. The rates charged by the Town for wastewater service shall be in accordance with its rate schedules, which are subject to change from time-to-time, and which may include a higher charge for those properties located outside the Town’s boundaries.

## **SECTION 29. OWNER TO OBTAIN PERMITS.**

The Owner shall obtain, at no cost to the Town, all governmental approvals, inspections, certificates, licenses and permits necessary for the design, routing,



construction, connection and use of the wastewater-utility improvements to be installed under this Agreement. The Town shall render assistance to the Owner in obtaining these approvals, licenses and permits if and as requested and as would be customary practice for a utility provider.

### **SECTION 30. SERVICING OTHER PROPERTIES.**

The Town reserves the right to service other properties through the wastewater-utility improvements constructed, installed and conveyed by the Owner. Nothing in this Agreement prohibits the Town from extending its wastewater utility to any other area, properties, or customers. If the Town requests that the Owner increase the size or capacity of a wastewater-utility improvement to be installed by Owner under this Agreement so that the Town may serve other properties, the Town shall reimburse Owner the increased cost incurred from the increase in capacity of such improvements.

\*\*\*\*\*  
**MISCELLANEOUS PROVISIONS**  
\*\*\*\*\*

**SECTION 31. DEFAULT.** In the event of a breach of this Agreement by either party hereto, the other party shall have the rights and remedies allowed by law, including the right to specific performance of the provisions hereof; provided, however, that neither party shall be liable for any punitive, special, indirect or consequential damages and the same are hereby waived.

**SECTION 32. APPLICATION FOR SERVICE.** Neither the Owner nor any successor owner or occupant (consumer) of the Property may connect a dwelling unit or other improvement to the Town's utilities until application has been made to the Town by an appropriate party and approval for such connection has been granted. Connections shall occur only in a manner approved by the Town.

**SECTION 33. RELOCATION OF UTILITY IMPROVMENTS.** Relocation of utility improvements required for the Owner's convenience or necessity shall be undertaken only if such relocation can be accomplished without adverse impact on any other part of the utility improvements or on the system's customers.

### **SECTION 34. DISPUTES.**

a. In the event that the Town or the Owner bring an action to enforce this Agreement by court proceedings or otherwise, the parties shall bear their own attorney fees at all levels. Venue for litigation of all disputes must be in the Circuit Court for the Fifth Judicial Circuit of Florida, in Lake County, Florida.

b. In disputes involving compliance with this Agreement, each party shall have all equitable remedies allowed under Florida law, including (but not limited to) declaratory judgment, injunctive relief without necessity of showing irreparable harm, and specific performance. Neither party shall be liable to the other for, and each party releases the other from, liability resulting in direct, indirect, incidental, special, consequential, and punitive damages arising out to the performance of or default under this Agreement, whether based on contract, warranty, or any other legal theory. However, Owner shall not be compelled in equity to pay any fees, charges or other amounts under this Agreement.

c. Prior to the Town's acceptance of utility improvements, the Owner shall defend, indemnify, and hold harmless the Town and its officers and employees from all liens, claims, demands, costs (including attorneys' fees and costs), expenses, damages, losses, and causes of action for damages ("Losses") because of injury to persons or damage to or loss of property arising from or related to the design, construction, or installation of the utility improvements under this Agreement or otherwise caused by the acts or omissions of the Owner or its officers, managers, employees, agents, contractors or subcontractors, vendors, suppliers or other person acting under its request, control, or direction, and from defect in the design or installation of the utility improvements under this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of the Town or its officers, employees or representatives or, as to the wastewater system, the CDD or its officers, employees, or representatives.

d. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

e. This section will survive the expiration or earlier termination of this Agreement.

## **SECTION 35. ASSIGNMENT.**

This Agreement may not be assigned by the Owner without the prior written consent of the Town, which shall not be unreasonably withheld, conditioned or delayed. Pulte Home Company, LLC, a Michigan limited liability company, is hereby consented to by the Town as a permitted assignee.

### **SECTION 36. NOTICE; PROPER FORM.**

A notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses (or such other address as a party may give written notice):

AS TO TOWN : Town of Howey-in-the-Hills, Florida  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737  
Attn: Town Manager

COPY TO: Thomas J. Wilkes, Town Attorney  
301 East Pine Street, Suite 1400  
Orlando, FL 32801

AS TO OWNER: Sen Zhang, Managing Member  
8615 Commodity Circle, Suite 17  
Orlando, FL 32819

### **SECTION 37. TIME AND TERMINATION.**

- a. Time is hereby made of the essence of this Agreement in all respects.
- b. The Town may terminate this Agreement on or after the tenth anniversary of the date of this Agreement, but only if:
  - i. The Property has not been annexed, and
  - ii. One or more platted or to-be-platted residential lots have not been connected either to the Town's water-utility system or to the Town's wastewater-utility service (or to both).
- c. The Town may exercise its right under this section to terminate the Agreement no sooner than the tenth anniversary of the date of this

Agreement and no later than the eleventh anniversary of the date of this Agreement.

- d. If and when this Agreement is terminated under this Section 37:
  - i. The Town (or its successor in interest) must continue to provide water and wastewater service in perpetuity to all residential units on the Property receiving such services as of the date of termination; and
  - ii. All capital and connection charges and other one-time amounts paid to reserve, for the Property and any lots thereon, capacity in the Town's water system or wastewater system, or both, are forfeited.
- e. The petition and consent to annexation survive termination of the Agreement under this section and continue in effect in perpetuity.
- f. If the Property is annexed after this Agreement is terminated under this section, connection of residential units to the Town's water- and wastewater-utility systems will be governed by Town ordinances and policies then in effect.
- g. The Town's option to terminate this Agreement under this section expires upon annexation of the Property.

## **SECTION 38. COMPLETE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations, whether verbal or written. This Agreement may not be amended except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement and with such writing approved by vote of the Town Council. Documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, and plans and specifications for the utility facilities as and when approved by the Town are hereby incorporated herein by reference.

## **SECTION 39. BINDING EFFECT.**

This Agreement may be recorded by the Town, at the Town's expense, in the public records of Lake County, Florida. This Agreement shall inure to the benefit of and be binding upon the successors to the Owner and all other parties in interest in the Property and shall constitute a covenant running with the Property. By

acceptance of a conveyance, grant, devise, lease, mortgage, or other interest in the Property, each grantee, devisee, lessee, mortgagee, and other successor in interest to the Owner, and all parties claiming by, through, or under each such person or entity, agree to be bound by all provisions of this Agreement. For the avoidance of doubt, the provisions binding successors of the Owner expressly include (but are not limited to) the Owner's reimbursement obligations under Section 41.

#### **SECTION 40. DISCLAIMER OF THIRD PARTY BENEFICIARIES.**

This Agreement is for the sole benefit of the parties hereto, and no right of action by reason hereof shall accrue to or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person, corporation, or governmental entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. All provisions, representations, covenants, and conditions herein shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

#### **SECTION 41. REIMBURSEMENT OF TOWN EXPENDITURES.**

The parties expressly agree that this Agreement is entered into by the parties at the request and for the benefit of the Owner in the pursuit of its development business. In the course of drafting, negotiating, approving, and administering this Agreement the Town has incurred and will incur both (i) substantial out-of-pocket expenses and (ii) substantial expense in the form of time spent by town staff. But for its accommodation of the Owner's business interests and the Owner's pursuit of the development of its Property, the Town would not incur either of those expenses. To avoid those expenses in effect being paid by the general body of Town taxpayers, the Owner must reimburse the Town for all such expenses incurred by the Town directly in the drafting, negotiation, approval, and administration of this Agreement, including (but not limited to) such expenses as legal fees, review of engineering plans and specifications, inspection of construction and installation of utility improvements hereunder, and enforcement expenses. Reimbursements for legal fees will not exceed \$6,000. The reimbursement shall be paid by the Owner no later than 30 days after its receipt of an invoice from the Town showing reasonable itemization of the expenses incurred by the Town and receipts verifying the expenses.

*[ SIGNATURE PAGES FOLLOW ]*

**WHEREFORE**, the parties execute this Agreement as of the date first above written:

**GPK Harris Lake, LLC**

by: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Print: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF FLORIDA** )

**COUNTY OF** \_\_\_\_\_ )

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of GPK Harris Lake, LLC, and they acknowledged executing the same freely and voluntarily and they are personally known to me or provided the following for identification \_\_\_\_\_. Sworn and subscribed before me, by said persons by means of { } physical presence or { } online notarization on the \_\_\_\_ day of \_\_\_\_\_, 2025, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2025.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public; State of Florida

Print Name: \_\_\_\_\_

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA**

by: its Town Council

by: \_\_\_\_\_  
Hon. Graham Wells, Mayor

**ATTEST:**

\_\_\_\_\_  
John Brock, Town Clerk

**APPROVED AS TO FORM AND LEGALITY:**  
(for the use and reliance of the Town only)

\_\_\_\_\_  
Thomas J. Wilkes, Town Attorney

**ACKNOWLEDGMENT**

**STATE OF FLORIDA        )**  
**COUNTY OF LAKE         )**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Graham Wells, as Mayor of the Town of Howey-in-the-Hills, Florida, and he acknowledged executing the same freely and voluntarily. He is personally known to me.

Sworn and subscribed before me, by said persons by means of { } physical presence or { } online notarization on the \_\_\_\_ day of \_\_\_\_\_, 2025, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2025.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_



**EXHIBIT A**  
**THE PROPERTY**

---



*[ insert legal description ]*

