

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this 17th day of December, 2024 by and between Charlotte Harbor Landing, LLC, a Florida limited liability company whose address is 460 Gulf Boulevard, PO Box 564, Unit 10, Boca Grande, FL 33921 (“CHL”) and DeSoto County, a political subdivision of the state of Florida (“County”), hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, CHL is the fee simple owner of that real property described on **Exhibit “A”** attached hereto and made a part hereof (“Harbour Lakes”); and

WHEREAS, Harbour Lakes is located in DeSoto County; and

WHEREAS, on May 23, 2023, the County adopted Ordinance 2023-04 (the “Ordinance”) granting a zoning atlas amendment to CHL on Harbour Lakes to Planned Unit Development, included hereto as **Exhibit “B”**; and

WHEREAS, the Ordinance granted the zoning atlas amendment with conditions; and

WHEREAS, Condition 15 of the Ordinance requires CHL to “prepare and present a Developer’s Agreement to the Board for its approval that requires the applicant to pave SW Liverpool Road from US-17 to Marlei Lane, a distance of appositely (sic) 1.53 miles, to meet all County standards and specifications”; and

WHEREAS, CHL desires to comply with Condition 15 of the Ordinance; and

WHEREAS, the purpose of this Agreement is to set forth the commitments and agreements between the Parties with respect to the paving of SW Liverpool Road as required by Condition 15 of the Ordinance; and

WHEREAS, the Parties agree that the obligations and responsibilities set forth herein which apply to CHL shall run with the land and shall bind any subsequent owners of the real property described on **Exhibit “A”** attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in the further consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, each to the other in hand paid, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. Florida Local Government Development Agreement Act Requirements

1. Land Subject to the Agreement

The land subject to this Agreement is more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference.

2. Ownership

The legal owner of Harbour Lakes is Charlotte Harbor Landing, LLC, a Florida limited liability company.

3. Permitted Development Uses

Use of Harbour Lakes shall be restricted to uses permitted in the Ordinance, including the Concept Development Plan attached to the Ordinance and subject to conditions 1 through 15 set forth in the Ordinance.

4. Public Facilities

Water and sanitary sewer service, fire control, rescue services, solid waste removal and disposal will be provided by the County or its assigns or franchisees in accordance with the terms of any agreements entered into by the Parties.

5. Reservation, Dedication or Conveyance of Land

No reservations or conveyances of land are required.

6. County Development Permits

The following is a list of the local development approvals that may be required for the development of Harbour Lakes:

1. Development Plan approval;
2. Improvement Plan approval;
3. Preliminary and final plat approval;
4. Drainage permit;
5. Right-of-way permit;
6. Building permit.

7. Consistency

The County finds that the development proposed for Harbour Lakes is consistent with the DeSoto County Comprehensive Plan and with the DeSoto County Land Development Regulations. No development approvals are granted by this finding of consistency.

8. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve CHL of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction.

9. This Agreement shall expire thirty (30) years from the date first written above, unless extended by mutual consent of the Parties, subject to a public hearing in accordance with Section 163.3225, Fla. Stat., as amended.

II. Terms of the Agreement

1. The above recitals are true and correct and incorporated herein by this reference.

2. Purpose of the Agreement. The purpose of this Agreement is to set forth the commitments and agreements between the Parties with respect to the paving of SW Liverpool Road as required by Condition 15 of the Ordinance

3. CHL shall overlay the pavement on SW Liverpool Road from US-17 to Marlei Lane, in conformance with the plans attached as **Exhibit "C"** hereto and incorporated herein by this reference (the "Paving Plans"):

a. As a result of work performed under this Agreement, if the Seminole Gulf Railroad requires any work during paving within the railroad right-of-way beyond the work detailed in the Paving Plans and the hiring of a flagman, including signalization, The County shall apply for and receive a permit for that work within the railroad right-of-way. It is agreed by the Parties that the County will be using plans provided by CHL's engineer in submitting its permit application and that CHL is responsible for ensuring that its plans meet the requirements of Seminole Gulf Railroad for work within the railroad right-of-way. The Parties further agree that Seminole Gulf Railroad is responsible for signal design and installation.

b. CHL shall assist the County to complete the application and permitting process with Seminole Gulf Railroad for the work proposed within the railroad right-of-way.

c. At such time as the Parties are notified in writing by Seminole Gulf Railroad that signalization of the railroad right-of-way is required as a result of work performed under this Agreement, the payment from CHL and the County shall each be fifty percent (50%) of the cost of said signalization.

d. The Parties agree that neither CHL nor County shall initiate further contact from the date of this Agreement with Seminole Gulf Railroad regarding signalization nor shall any Party contact Seminole Gulf Railroad to request that Seminole Gulf Railroad put a request for signalization in writing; provided that this does not prohibit the County from requesting that Seminole Gulf Railroad confirm in writing any verbal contact it has with either Party.

e. The repaving shall be completed prior to receipt of the first Certificate of Occupancy for the phase of development that includes that portion of Harbour Lakes accessed from SW Liverpool Road.

4. Other Provisions

a. The terms of this Agreement may not supersede the procedural requirements of Florida law under Chapter 380.06, Florida Statutes.

b. Each Party or their successors or assigns may file an action for injunctive relief in the Circuit Court of DeSoto County to enforce the terms of this Agreement.

c. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior written or oral representations or agreements.

d. If any provisions of this Agreement are contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid. The remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect.

e. The Parties agree that suits or actions at law arising from the provisions, performance, or breach of this Agreement shall initially be brought in DeSoto County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

f. This Agreement shall not be construed more strictly against either Party.

g. The Parties shall have all rights available by law to enforce this Agreement.

5. Successors and Assigns. This Agreement shall inure to the benefit of and be obligatory upon the Parties hereto and their respective successors and assigns. The Parties specifically agree that the obligations and responsibilities set forth herein which apply to CHL shall run with the land and shall bind any subsequent owners of the real property described on **Exhibit "A"** attached hereto. CHL shall provide reasonable notice to the County prior to the sale or transfer of ownership of the real property described on **Exhibit "A"** attached hereto and made a part hereof.

6. Assignment. CHL may not assign this Agreement without the prior written approval of the County, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have approved and executed this Agreement on the day and year first above written.

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Mandy J. Hines
County Administrator

By: _____
J.C. Deriso, Chairman

Approved as to Form:

By: _____
Valerie Vicente, County Attorney

CHARLOTTE HARBOR LANDING, LLC,
a Florida limited liability company

By: EAR Property Co., a Nevada corporation

Emily Regnery, President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024 by Emily Regnery as President of EAR Property Co., a Nevada corporation, as Managing Member of Charlotte Harbor Landing, LLC, a Florida limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.

Seal

Notary Public, State of _____

Printed Name

My commission expires: