

AGREEMENT
BARCLAY FORCE MAIN EXTENSION PROJECT

THIS **AGREEMENT** is entered into by and between Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the “**DISTRICT**”, and Pulte Home Company, LLC, a Michigan limited liability company, herein after referred to as the “**DEVELOPER**”.

WITNESSETH:

WHEREAS, the **DEVELOPER** is developing a residential development within Hernando County known as **CALDERA** which will consist of approximately eight hundred eighty-eight (888) single family detached dwelling units, Hernando County Florida; and

WHEREAS, the **DEVELOPER** desires to connect its single family detached dwelling units development to the **DISTRICT**’s wastewater collection, transmission, and treatment system; and

WHEREAS, the **DISTRICT** operates a sanitary sewer system that will be capable of providing sanitary sewer service to **CALDERA** when the **DISTRICT**’S improvements to the force main are complete; and

WHEREAS, The district has a project in design which includes installation of a sewer force main along Barclay Avenue that is necessary to provide sewer service to **CALDERA**; and

WHEREAS, in consideration for the **DISTRICT** providing potable water supply and sanitary sewer service to **CALDERA**, the **DEVELOPER** has agreed to construct the twelve (12)-inch force main extension along Barclay Avenue and repair the current receiving manhole hereinafter referred to as the “**PROJECT**”; and

WHEREAS, it is in the best interest of the **DISTRICT** to participate in construction of the **PROJECT** and its appurtenances, including other necessary incidental costs and expenses as may be required for improving a portion, approximately 1,420 linear feet, of the **DISTRICT**’S 12-inch diameter force main pipe; and

WHEREAS, the **DEVELOPER** has agreed to provide to the **DISTRICT** all permits, licenses, for the maintenance and operation of the system.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties do hereby agree as follows:

1. The **DEVELOPER** agrees to design and install the **PROJECT** and necessary

facilities and appurtenances, based on the differences between the **DEVELOPER's** designed capacity and the needs of the **DISTRICT**, as shown in attached Exhibit "1".

2. The **DEVELOPER** shall provide the design and field construction layout, subject to approval by the **DISTRICT**.

3. The **DISTRICT** shall, within forty-five (45) days of satisfaction by the **DEVELOPER** of the conditions precedent in Paragraphs 5 and 6 of this **AGREEMENT**, reimburse the **DEVELOPER** for the improvement cost. The reimbursement shall be Three Hundred Forty-Six Thousand Four Hundred Four Dollars (\$346,404.00).

4. The conditions precedent to reimbursement shall be:

A. The **DEVELOPER** shall furnish to the **DISTRICT** true copies of all final payment requests from its contractors, subcontractors, suppliers, laborers and others related to the construction of the expanded facilities.

B. The **DEVELOPER** shall furnish to the **DISTRICT** a complete release of lien, or other instrument acceptable to the **DISTRICT**, evidencing that all claims arising from the construction of the project have been extinguished, which instrument has been duly executed by the suppliers, laborers, contractors and subcontractors on the project for work covered by the applications for payment and which release shall be legally sufficient to protect and secure the **DEVELOPER** and the **DISTRICT** from any claims whatsoever arising out of the aforesaid work.

5. Upon completion, inspection and successful testing of the improvements provided for herein, and following receipt of a letter of certification and record drawings ("As Built") from the Engineer of Record for the project, and subject to necessary approvals from the **DISTRICT** and the Florida Department of Environmental Protection, the **DISTRICT** shall accept for ownership, future construction, perpetual maintenance and operation the upgraded facilities lying within dedicated easements and/or county or state rights-of-way. The **DEVELOPER** agrees to comply with all applicable federal, state, and local laws and regulations.

6. All Facility Investment Fees, connection fees and other charges related to the provision of water and wastewater services, provided for by the **DISTRICT's** Rate Resolution in effect at the time each individual unit in the development is connected, will prevail and shall not be affected by this **AGREEMENT**. Water and sewer connection fees, once paid, are nonrefundable.

7. If physical installation of the wastewater system herein contemplated does not commence within one (1) year from the date of full execution of this Agreement by both parties, this **AGREEMENT** shall be null and void. Once commenced, construction of the system shall continue with due diligence until completed.

8. Any modifications to this **AGREEMENT** shall be in writing, duly executed by both parties.

9. This **AGREEMENT** shall be binding upon and shall inure to the successors and assigns of the parties hereinabove named.

10. Each exhibit attached to this **AGREEMENT** is and shall be construed to be made a part of this **AGREEMENT** by reference or other mention thereto at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

11. This **AGREEMENT** constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

12. This **AGREEMENT** shall be governed by and construed in accordance with the law of the State of Florida. The Parties consent to venue for any dispute being in a court of appropriate jurisdiction in the Fifth Judicial Circuit of the State of Florida in Hernando County or the federal Middle District of Florida, Tampa Division. As allowed by law, both Parties waive their right to a jury trial.

13. If any term or provision of this **AGREEMENT** or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this **AGREEMENT**, or the application of such term or provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this **AGREEMENT** shall be valid and enforceable to the fullest extent permitted by law.

14. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

15. This **AGREEMENT** may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

16. The **DEVELOPER** may not assign or sublicense this **AGREEMENT** without the prior written consent of the **DISTRICT**.

17. The Parties agree that each shall pay its own attorney's fees in relation to any dispute arising out of or related to this **AGREEMENT**.

18. The **DEVELOPER** hereby agrees to defend, indemnify, and hold harmless the

DISTRICT, its trustees, officers, employees and agents from and against any and all claims, damages, losses, suits, judgments, costs, and expenses arising from or related to the obligations of this **AGREEMENT**.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2022.

**DISTRICT
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA, AS THE
GOVERNING BOARD OF THE HERNANDO
COUNTY WATER AND SEWER DISTRICT**

ATTEST:

Doug A. Chorvat, Jr.
Clerk of the Circuit Court

Steve Champion, Chairman

**STATE OF FLORIDA
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by Steve Champion, as Chairman of the Board of County Commissioners of Hernando County, Florida, as the Governing Board of the Hernando County Water and Sewer District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(AFFIX SEAL)

Print Name:
Notary Public, State of Florida
Commissioner No. _____
My Commission Expires: _____

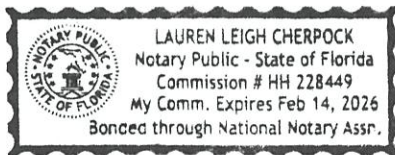
Pulte Home Company, LLC

Print Name: Jeffrey Deason
Title: Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 06 day of June, 2022, by
Jeff Deason, V.P., as authorized representative of Pulte Home Company,
LLC. He/she is personally known to me or has produced _____ as
identification.

(AFFIX SEAL)



Print Name: Lauren Leigh Cherpoek
Notary Public, State of Florida
Commission No. HH 228449
My Commission Expires: 2/14/2026

FOR THE USE AND RELIANCE OF
HERNANDO COUNTY ONLY.
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

[Signature]
Assistant County Attorney