

**UTILITY OVERSIZING AGREEMENT
WEEKI WACHEE STORAGE CENTER POTABLE WATER MAIN**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between **HERNANDO COUNTY WATER AND SEWER DISTRICT**, a body corporate and politic, with an address of 15470 Flight Path Drive, Brooksville, Florida 34604 (hereinafter referred to as the “**DISTRICT**”), and **WEEKI WACHEE STORAGE CENTER, LLC**, a Florida limited liability company, with an address of 8637 Seaward Lane, Indianapolis, Indiana 46256-9579 (hereinafter referred to as the “**DEVELOPER**”).

WITNESSETH:

WHEREAS, the **DEVELOPER** plans to develop a 60,000 square-foot self-storage facility located at 10198 Atlanta Avenue on the west side of Commercial Way/US Highway 19 and north of State Road 50 in Weeki Wachee (Section 12, Township 22S, Range 17E), Hernando County, Florida; and

WHEREAS, the **DEVELOPER** desires to connect its development, consisting of an indoor and outdoor self-storage facility, to the **DISTRICT**'s potable water treatment and distribution system as part of the construction work for the benefit of its development; and

WHEREAS, the **DISTRICT** owns, operates and maintains a sixteen (16)-inch diameter potable water transmission main located in the right-of-way of Commercial Way/US Highway 19 adjacent to the **DEVELOPER**'s self-storage facility; and

WHEREAS, the sixteen (16)-inch diameter potable water transmission main is too deep for connection of the **DEVELOPER**'s self-storage facility to the **DISTRICT**'s potable water treatment and distribution system at the existing location; and

WHEREAS, the **DEVELOPER** is required to design, construct and install a parallel six (6)-inch diameter potable water transmission main to obtain service for the self-storage facility from the **DISTRICT**'s potable water treatment and distribution system; and

WHEREAS, it is in the best interest of the **DISTRICT** to participate in the cost of the **DEVELOPER**'s planned potable water transmission main and its appurtenances, including but not limited to, tapping saddle and valve, and other necessary incidental costs and expenses, as may be required for oversizing the **DEVELOPER**'s designed six (6)-inch diameter water main to a twelve (12)-inch diameter water main for approximately three hundred fifty (350) linear feet, as depicted in attached Exhibit A; and

WHEREAS, the **DEVELOPER** has agreed to provide to the **DISTRICT** all permits, licenses, easements and rights-of-way necessary for the maintenance and operation of the potable water transmission main.

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

1. The **DEVELOPER** agrees to design, construct and install an oversized potable

water transmission main and necessary facilities and appurtenances, based on the differences between the **DEVELOPER**'s designed capacity and the needs of the **DISTRICT**, as described in attached Exhibits B-1 and B-2, respectively (hereinafter referred to as the "**PROJECT**").

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

3. The **DEVELOPER** shall obtain all permits, licenses, easements and rights-of-way and provide legal descriptions for any easements to be conveyed to the **DISTRICT**. New easements and rights-of-way shall be provided to the **DISTRICT** only to the extent that the proposed **PROJECT** is not located within existing utility easements or county or state rights-of-way.

4. The **DISTRICT** shall, within forty-five (45) days of satisfaction by the **DEVELOPER** of the conditions precedent in paragraphs 5 and 7 of this **AGREEMENT**, reimburse the **DEVELOPER** for the increase in actual cost above the original design cost. The reimbursement shall not exceed \$52,078.00.

5. 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 **PROJECT**;
- B. The **DEVELOPER** shall submit to the **DISTRICT** documentation of payment by the **DEVELOPER** of such final payment requests;
- C. The **DEVELOPER** shall submit to the **DISTRICT** an acceptable invoice with appropriate documentation as provided by Chapter 218, Part VII, Florida Statutes;
- D. 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 all suppliers, laborers, contractors, subcontractors and others 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; and
- E. The **DISTRICT** shall inspect the **PROJECT** and accept construction and installation of the **PROJECT** located within utility easements and/or county or state rights-of-way.

6. The **DEVELOPER** shall require that the contractor prepare and maintain complete and accurate books of account and records as to all **PROJECT** costs, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied. Upon request, the **DEVELOPER** shall promptly provide to the **DISTRICT** detailed documentation of actual **PROJECT** costs incurred, including but not limited to pay

requests, cancelled checks and other documentation reasonably and customarily deemed necessary by the **DISTRICT**. The **DISTRICT** shall have the right to inspect, examine and copy all plans, drawings, permits, records, documents and other materials relating to the **PROJECT** maintained by the **DEVELOPER**, engineer, contractor, subcontractors and others involved in the **PROJECT**.

7. Upon completion, inspection and successful testing of the **PROJECT** 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, perpetual maintenance and operation the **PROJECT** lying within utility easements and/or county or state rights-of-way.

8. All utility connection fees and other charges related to the provision of potable water and wastewater services, provided for by the **DISTRICT**’s Rate Resolution in effect at the time the development is connected, will prevail and shall not be affected by this **AGREEMENT**. Water and sewer connection fees, once paid, are nonrefundable.

9. If physical installation of the **PROJECT** 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 **PROJECT** shall continue with due diligence until completed.

10. The **DEVELOPER** shall indemnify and hold harmless the **DISTRICT**, its officers, agents and employees, from and against all suits, actions, claims, demands, judgments, liability, losses, injuries, damages, costs and expenses of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the **DEVELOPER**, its consultants, contractors, subcontractors, officers, agents or employees, in the performance of this **AGREEMENT**. Neither the **DEVELOPER**, its consultants, contractors or subcontractors, nor any of its officers, agents or employees, will be liable under this paragraph for injuries or damages to persons or property directly caused by the negligence of the **DISTRICT**, its officers, agents or employees.

11. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction in Hernando County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this **AGREEMENT**. Each party shall be responsible for its own attorneys’ fees and costs.

12. If any part of this **AGREEMENT** shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this **AGREEMENT** shall remain in full force and effect, provided that the part of this **AGREEMENT** thus invalidated or declared unenforceable is not material to the intended operation of this **AGREEMENT**.

13. This **AGREEMENT** constitutes the complete agreement of the parties and incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this **AGREEMENT** that are not contained herein. No modifications, amendments or alterations to the terms or

conditions contained in this **AGREEMENT** shall be effective unless set forth in a written document duly executed by both parties.

14. The **DEVELOPER** shall not assign this **AGREEMENT** without the prior written consent of the **DISTRICT**. Any proposed assignment to any person or entity shall require written agreement of such person or entity to comply with all terms, conditions, covenants and provisions of this **AGREEMENT**.

15. This **AGREEMENT** shall be binding upon and shall inure to the successors and assigns of the parties to this **AGREEMENT**.

16. Notices required to be given by either party under this **AGREEMENT** shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

A. **DISTRICT:** Hernando County Water and Sewer District
c/o Director, Hernando County Utilities Department
15365 Cortez Boulevard
Brooksville, Florida 34613-6174

With Copy to: County Administrator
Hernando County
15470 Flight Path Drive
Brooksville, Florida 34604

B. **DEVELOPER:** Manager
Weeki Wachee Storage Center, LLC
9899 Brightwater Drive
Fishers, Indiana 46038

17. This **AGREEMENT** shall become effective on the date of execution of this **AGREEMENT** by both parties.

18. This **AGREEMENT** shall NOT be recorded in the Public Records of Hernando County, Florida.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, by and through their duly authorized representatives, on the respective dates below.

ATTEST:

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

HERNANDO COUNTY WATER AND SEWER DISTRICT,
a body corporate and politic

By: Steve Champion, Chairman
Board of County Commissioners

Date: _____

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

Maween S. Sikora
County Attorney's Office

WITNESSES:
Signature: *[Signature]*
Print Name: Sarah Wigginton
Signature: *[Signature]*
Print Name: Erica Boesen

WEEKI WACHEE STORAGE CENTER, LLC,
a Florida limited liability company
By: *[Signature]*
Bryan Keith Heim, Manager WEEKI WACHEE STORAGE CENTER, LLC.
Date: 10/7/22

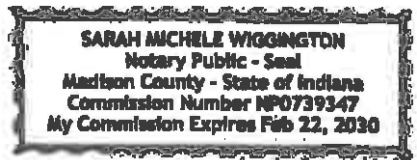
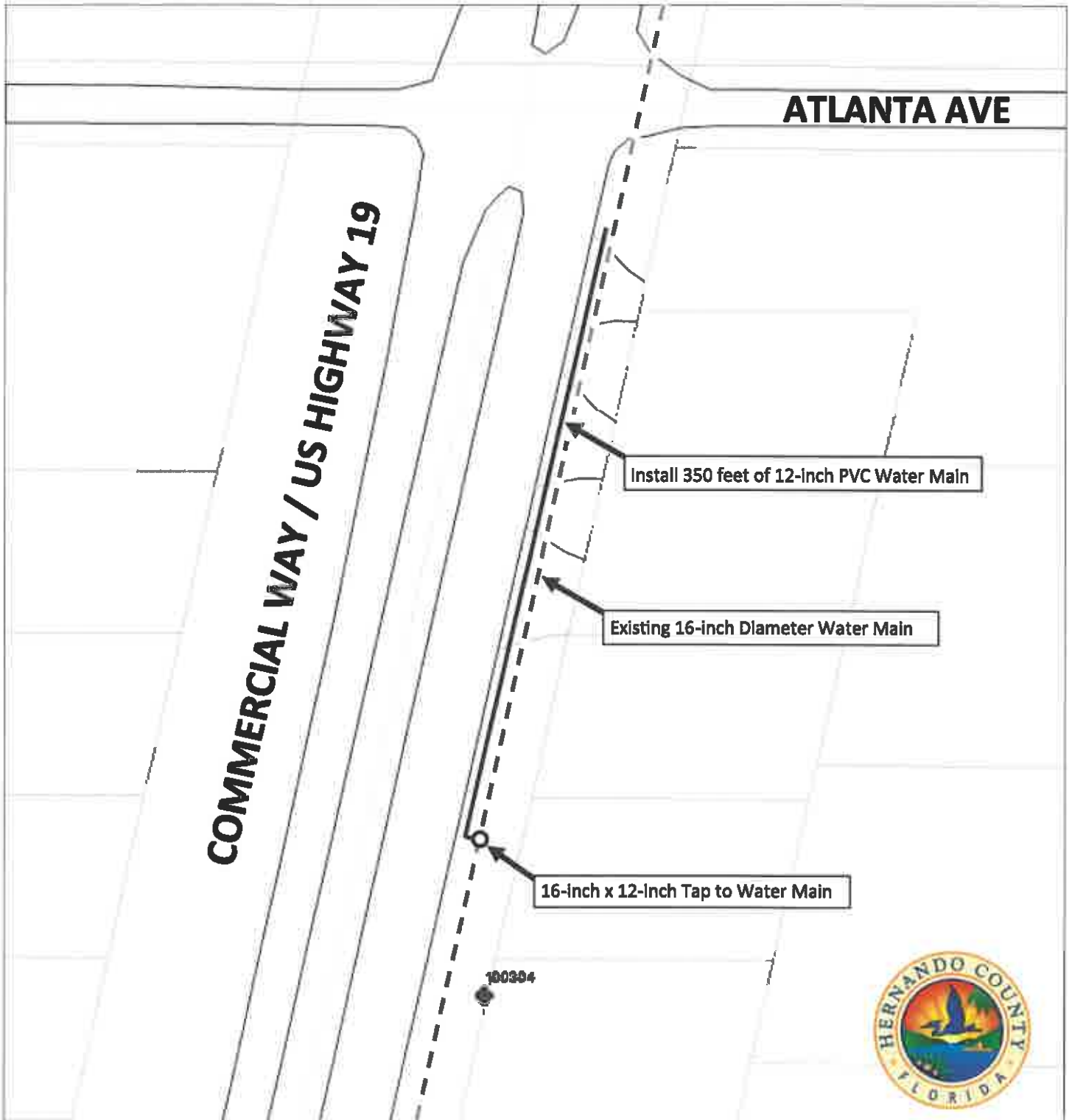


EXHIBIT A



Proposed Water Main Connection for Weeki Wachee Storage



Superior Siteworks LLC
 35615 State Rd. 52
 Dade City, FL 33525
 (352) 567-2000
 hbuckingham@me.com

Exhibit B1
 6-inch Pipe Cost



ADDRESS
 Week Wachee Self Storage
 US 19

SHIP TO
 Weeki Wachee Self Storage

Estimate 1225

DATE 07/15/2022

EXPIRATION DATE 08/02/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		***** REVISED 7/22/22 ***** INSTALL NEW WATER LINE AS PER DRAWINGS			
	02 Site Work	GENERAL CONDITIONS / MOB	1	8,500.00	8,500.00
	02 Site Work	MOT	1	5,150.00	5,150.00
	02 Site Work	SURVEY ALLOWANCE	1	5,000.00	5,000.00
	02 Site Work	16" WET TAP " OWNER PROVIDING SADDLE AND VALVE	1	4,150.00	4,150.00
	02 Site Work	INSTALL 350 FT OF 6" DR-18 WATER LINE	350	50.00	17,500.00
	02 Site Work	PROVIDE AND INSTALL VALVES, FITTINGS, SAMPLE POINTS, JUMPER ECT	1	23,187.00	23,187.00
	02 Site Work	PROVIDE CHLORINATION / TESTING	1	1,500.00	1,500.00
	02 Site Work	SIDEWALK REPLACEMENT 100 SQ FT	100	15.00	1,500.00
	02 Site Work	BAHIA SOD	8,000	0.55	4,400.00
		***** EXTRA CHARGES IF REQUIRED ***** 1- IMPORT OR EXPORT IF SOILS NOT SUITABLE FOR BACKFILL 2- EXCAVATION OF ROCK / SHALE / LIMEROCK ECT 3- UNFORESEEN ITEMS NOT ON DRAWINGS " REV2 - 4/9/21			

SUBTOTAL 70,887.00
 TAX 0.00

TOTAL	\$70,887.00
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Accepted By

Accepted Date

Superior Siteworks LLC
 35615 State Rd. 52
 Dade City, FL 33525
 (352) 567-2000
 hbuckingham@me.com

Exhibit B2
 12-inch Pipe Cost



ADDRESS

Weeki Wachee Storage Center
 10198 Atlanta Ave. Weeki
 Wachee, FL 34614

SHIP TO

Weeki Wachee Storage Center
 10198 Atlanta Ave. Weeki
 Wachee, FL 34614

Estimate 1225

DATE 08/02/2022

EXPIRATION DATE 09/02/2022

P.O. NUMBER

Weeki Wachee Storage

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		***** REVISED 7/22/22 ***** INSTALL NEW WATER LINE AS PER DRAWINGS			
	02 Site Work	GENERAL CONDITIONS / MOB	1	8,500.00	8,500.00
	02 Site Work	MOT	1	5,150.00	5,150.00
	02 Site Work	SURVEY ALLOWANCE	1	5,000.00	5,000.00
	02 Site Work	16" WET TAP " OWNER PROVIDING SADDLE AND VALVE	1	4,150.00	4,150.00
	02 Site Work	INSTALL 350 FT OF 12" DR-18 WATER LINE	350	145.00	50,750.00
	02 Site Work	PROVIDE AND INSTALL VALVES, FITTINGS, SAMPLE POINTS, JUMPER ECT	1	41,015.00	41,015.00
	02 Site Work	PROVIDE CHLORINATION / TESTING	1	2,500.00	2,500.00
	02 Site Work	SIDEWALK REPLACEMENT 100 SQ FT	100	15.00	1,500.00
	02 Site Work	BAHIA SOD	8,000	0.55	4,400.00
		***** EXTRA CHARGES IF REQUIRED ***** 1- IMPORT OR EXPORT IF SOILS NOT SUITABLE FOR BACKFILL 2- EXCAVATION OF ROCK / SHALE / LIMEROCK ECT 3- UNFORESEEN ITEMS NOT ON DRAWINGS " REV2 - 4/9/21			

SUBTOTAL

122,965.00

TAX

0.00

TOTAL	\$122,965.00
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Accepted By

Accepted Date