

UTILITY AGREEMENT
CALDERA OFFSITE 12 – INCH WATER MAIN IMPROVEMENT

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 888 single family detached dwelling units; and

WHEREAS, the **DEVELOPER** desires to connect its residential development to the **DISTRICT**’s water distribution, transmission, and treatment system; and

WHEREAS, the **DISTRICT** operates a potable water system that will be capable of providing water 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 12-inch water main extension along existing easements and road right of ways, 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 extending a portion, approximately 800 linear feet, of the **DISTRICT’S** 12-inch diameter water main pipe; and

WHEREAS, the **DEVELOPER** has agreed to provide to the **DISTRICT** all permits and 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 “A”.

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 condition's precedent in Paragraphs 4 and 5 of this **AGREEMENT**, reimburse the **DEVELOPER** for the improvement cost. The reimbursement shall be One Hundred Eighty Thousand Five Hundred Five Dollars (\$180,505.00) as shown on attached Exhibit "B".

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 Builts") 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 upgraded facilities lying within dedicated easements and/or county or state rights-of-way.

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 potable water system herein contemplated does not commence within six (6) months 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 it is 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 insure 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**. Neither **DEVELOPER**, or its, consultants, contractors, nor any of their officers, agents, volunteers or employees, shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of the **DISTRICT**, its officers, agents or employees. Notwithstanding the foregoing, nothing herein shall constitute or be construed as a waiver of the **DISTRICT's** limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 10th day of June, 2025.

**HERNANDO COUNTY
WATER AND SEWER DISTRICT**

ATTEST:

Hedi Prase, Deputy Clerk
Doug Chorvat
Clerk of the Circuit Court



Brian Hawkins
Brian Hawkins
Hernando County, Board Chair

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

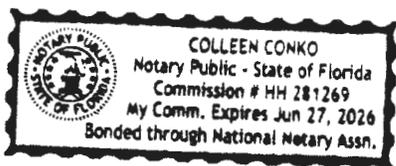
Victoria Anderson
Assistant County Attorney

**STATE OF FLORIDA
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of June, 2025, by Brian Hawkins, Chair of the Hernando County Board of County Commissioners, who is personally known to me or has produced _____ as identification.

(AFFIX SEAL)

Colleen Conko
NOTARY PUBLIC



Pulte Home Company, LLC



Name, Title

RAY APONTE - Director of Lead Developer

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15th day of April, 2025, by Ray Aponte, as Authorized Representative of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

(AFFIX SEAL)

Kristen L. Dennis
NOTARY PUBLIC



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

EXHIBIT A

CALDERA OFFSITE 12" WATER MAIN CONNECTION

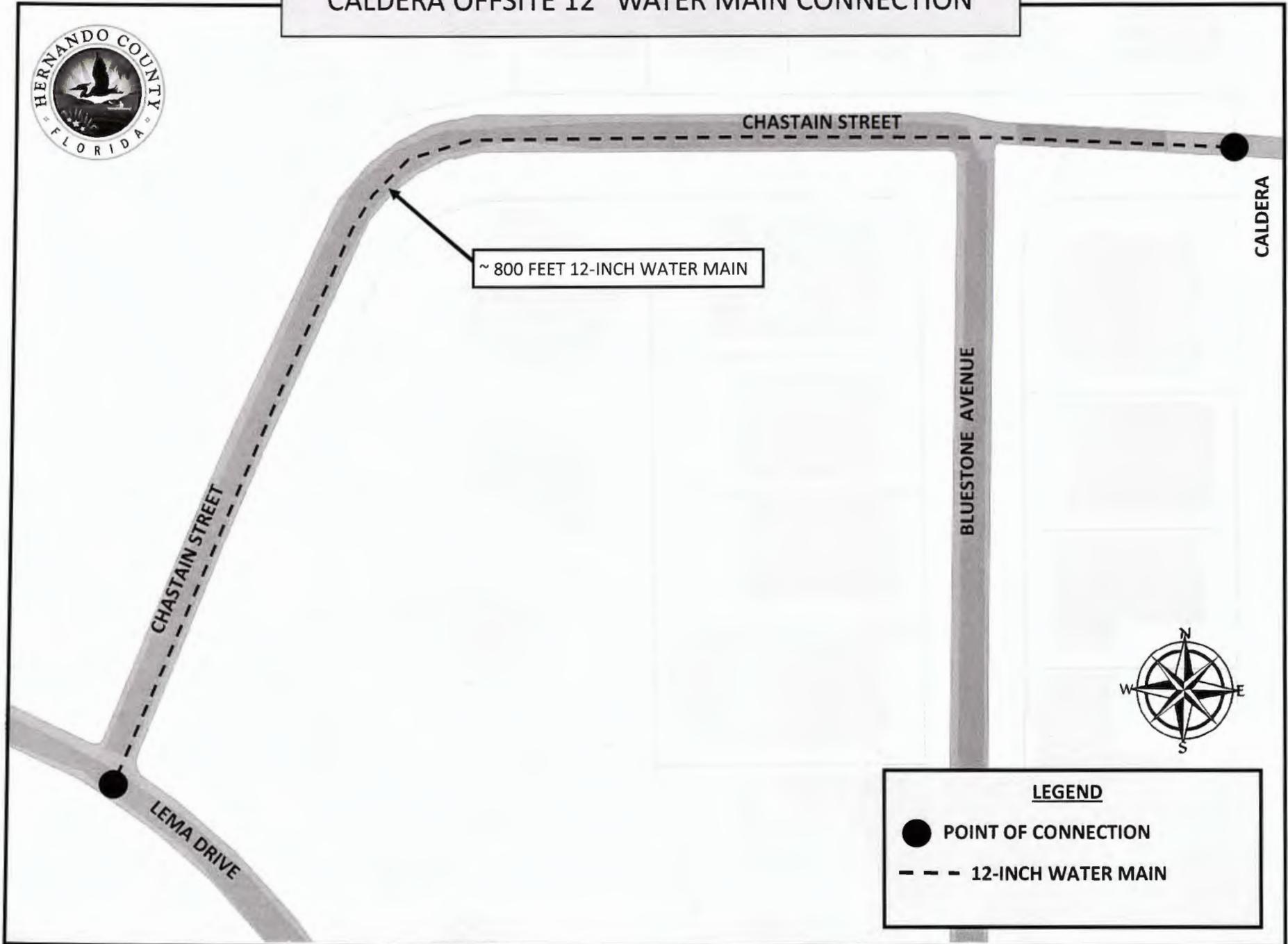


EXHIBIT B

**OFFSITE WATER MAIN
ALONG CHASTAIN STREET FROM LEMA DRIVE TO ONSITE CALDERA**

COST ESTIMATE

Line #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
228	CONNECT TO EXISTING WATERMAIN	2	EACH	\$3,400.00	\$6,800.00
229	12" X 12" TAPPING SLEEVE & VALVE	1	EACH	\$16,500.00	\$16,500.00
230	4" X 4" TAPPING SLEEVE & VALVE	1	EACH	\$9,800.00	\$9,800.00
232	12" DIRECTIONAL BORE	200	LF	\$325.00	\$65,000.00
233	12" PVC WATER MAIN (DR 18)	600	LF	\$86.35	\$51,810.00
235	4" PVC WATER MAIN (DR 18)	40	LF	\$25.00	\$1,000.00
238	4" GATE VALVE ASSEMBLY	1	EACH	\$2,200.00	\$2,200.00
239	12" MJ BEND	13	EACH	\$995.00	\$12,935.00
241	4" MJ BEND	1	EACH	\$305.00	\$305.00
242	12" MJ TEE	1	EACH	\$1,600.00	\$1,600.00
243	FIRE HYDRANT ASSEMBLY	1	EACH	\$8,550.00	\$8,550.00
245	TEMPORARY BLOWOFF ASSEMBLY	1	EACH	\$905.00	\$905.00
248	PRESSURE TESTING	1	LS	\$3,100.00	\$3,100.00
					\$180,505.00