

Prepared by and Return To:
Hernando County Attorney's Office
20 North Main Street, Suite 462
Brooksville, FL 34601-2850

Parcel ID Number: R04 423 21 0000 0010 0000

**STATEWIDE LOGISTICS CENTER
WATER AND SEWER SERVICES AND INFRASTRUCTURE
IMPROVEMENTS AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between Hernando County, a political subdivision of the State of Florida, referred to in this Agreement as the "**COUNTY**," and ONE HERNANDO, LLC, a Florida limited liability company, referred to in this Agreement as the "**DEVELOPER**" (together with the COUNTY, may be referred to in this Agreement collectively as the "**Parties**," or each, a "**Party**"). Capitalized terms used in this Agreement without definition have the respective meanings ascribed to them in the Development Agreement (defined herein).

RECITALS

WHEREAS, the DEVELOPER is the record title owner of certain real property generally located south of Cortez Blvd., north of Dashbach Street, west of Cyril Drive and east of Kettering Road in unincorporated Hernando County, Florida, consisting of approximately 147 acres (MOL), more particularly described by the legal description referenced in **Exhibit "A,"** which is attached hereto and incorporated in this Agreement and referred to in this Agreement as the "**PROPERTY**;"

WHEREAS, the DEVELOPER is planning to develop an industrial park within Hernando County known as the Statewide Logistics Center on the PROPERTY in phases, which will consist of approximately 2.4 million square feet of industrial space when complete, and is referred to in this Agreement as the "**PROJECT**;"

WHEREAS, the DEVELOPER's predecessor-in-interest to the Property, URADCO, Inc., a Florida corporation ("**URADCO**"), entered into that certain Development Agreement with the COUNTY and the Hernando County Water and Sewer District on or about March 22, 2022, a copy of which is attached hereto and incorporated herein as **Exhibit "B"** (the "Development Agreement");

WHEREAS, on or about May 19, 2022, in accordance with the Development Agreement, URADCO conveyed the Right-of-Way Parcel and granted the Drainage Easement to the COUNTY in order to meet certain Infrastructure Needs of the COUNTY;

WHEREAS, the terms and conditions of the Development Agreement inure to the benefit of DEVELOPER;

B. Payment of Wastewater Connection Fees. Wastewater connection fees established in the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time must be collected separately for each of the phases of the PROJECT and become due in each instance upon DEVELOPER's submittal of a building permit application to construct the then-applicable phase of the PROJECT. The DEVELOPER acknowledges and agrees that connection fees are non-refundable. Should the DEVELOPER require any additional wastewater treatment capacity, the DEVELOPER shall pay all additional necessary wastewater connection fees pursuant to the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time.

C. On-Site Wastewater Plans and Specifications. The DEVELOPER agrees to prepare or have prepared plans and specifications necessary for the construction of the sewage force main, pump stations and attendant facilities connecting each phase of the PROJECT's wastewater collection and transmission system with the COUNTY's wastewater transmission system. All engineering services necessary for the preparation of these plans, construction inspection and supervision, and engineer's certification(s), will be, except as otherwise provided for in this Agreement, at the expense of the DEVELOPER, including two (2) sets of signed and sealed 22" x 34" record drawings and one AutoCAD and PDF copy on CD provided to the COUNTY for each phase. The DEVELOPER agrees that, before any plans or specifications prepared by the DEVELOPER in accordance with this Agreement are submitted for review by any regulatory agency, such plans and specifications must be submitted to and approved in writing by the COUNTY. Plans and specifications must be either approved or disapproved in writing and approval of such plans and specifications must not be unreasonably withheld, conditioned or delayed.

7. OTHER INFRASTRUCTURE IMPROVEMENTS

A. Lift Station Improvements.

i. Agreement to Construct. The DEVELOPER agrees to design, construct, and install a lift station and force main in a manner capable of providing service to and for the benefit of all phases of the PROJECT (the "Lift Station"), as more specifically depicted on the Lift Station Project Plan. DEVELOPER agrees to design, construct, and install the Lift Station for the PROJECT in accordance with the Lift Station Project Plan and Hernando County Utility Department standards within eighteen (18) months after the Effective Date of this Agreement. The COUNTY agrees to process the review of the Lift Station Project Plan and the construction of the Lift Station in accordance its Expedited Permitting, Inspection and Certification Program (the "EPIC Program").

ii. Agreement to Reimburse. The COUNTY shall, at its sole cost and expense, reimburse the DEVELOPER for the costs associated with constructing the Lift Station. The Parties agree that the reimbursement amount for the Lift Station will not exceed **Was \$624,281.70** **\$762,863.05** (USD) (the "Lift Station Reimbursements"), except for the Permit Fees (defined herein) incurred by DEVELOPER for the Lift Station, which are reimbursable in accordance with Section 8(B) of this Agreement, if applicable. The COUNTY shall reimburse DEVELOPER for the Lift Station Reimbursements from the funding provided