

### **Utility Locate Reimbursement Agreement**

This ("Agreement") is by and between Hernando County Water And Sewer District, 15365 Cortez Blvd, Brooksville, FL 34613, hereinafter referred to as "HCUD" and Tillman FiberCo Florida, LLC, hereinafter referred to as ("Tillman").

### **RECITALS**

**WHEREAS**, Tillman has commenced with a buildout of a fiber network to establish fiber-to-the-premises services on an open access basis in the Hernando County; and

**WHEREAS**, Tillman's rapid deployment and construction of its fiber optic network to establish fiber services to Hernando County facilities will pose certain challenges with respect to HCUD's resources and obligation to provide its locate services within the statutory guidelines; and

**WHEREAS**, such challenges include increased costs and delays for both parties and the community at large; and

**WHEREAS**, the Florida Legislature's declaration of state policy regarding the placement, operation, maintenance, upgrading, and extension of communications facilities emphasizes preventing unreasonable interruption or delays through permitting or other local regulatory process; and

**WHEREAS**, in furtherance of this policy, the County finds necessary and in the best interest of the County to obtain or employ a contractor to render and perform these services.

**NOW THEREFORE**, in consideration of the mutual benefits, conditions, promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The above recitations are true and correct and are incorporated herein by reference.
2. **Effective Date.** The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the effective date of this Agreement.
3. **Engagement of Contractor.** Promptly after the Effective Date, the HCUD will retain, a third-party contractor ("Contractor") in accordance with the County's Procurement Policies, to help locate existing HCUD owned facilities located within the public right-of-way as required by properly submitted Tillman locate tickets (the "Services").

4. Locate Tickets. Tillman will submit locate tickets for underground construction in conformity with the applicable laws and the HCUD agreement with the third-party Contractor. The contractor will use commercially reasonable efforts to complete the required Utility locating work for any properly submitted Tillman locate ticket within three (3) business days of submittal.
5. Non-Performance by Contractor. If the Contractor's performance of the Services does not meet Tillman's reasonable expectations, Tillman may send notice to the HCUD. Upon receipt of such notice, the parties will meet as soon as practicable to discuss how to remedy Contractor's performance issues. As a result of such discussion, if the parties determine that the HCUD should terminate its agreement with Contractor, this Agreement shall automatically terminate on the same date the HCUD agreement with the Contractor is terminated.
6. Reimbursement. To facilitate these objectives and allow HCUD to maintain its obligations for timely locate services, Tillman will make a payment to the HCUD in the amount of 100% of the costs of Services performed by the Contractor involving locate tickets submitted by Tillman. To receive reimbursement, the HCUD will submit invoices to Tillman with reasonable documentation evidencing the Services performed by the Contractor and the amounts paid by the HCUD to the Contractor. No later than thirty (30) days after receipt of an invoice, Tillman will remit payment to the HCUD.
7. Term. The term of this Agreement will commence on the Effective Date and will continue until exactly twelve (12) months after the Effective Date. This Agreement may be amended to extend beyond the expiration of the Term.
8. Termination. This Agreement may be terminated for Contractor's non-performance as set forth in Section 5. Additionally, either party may terminate this Agreement for convenience by delivering notice to the non-terminating party. If such notice is given, the termination will be effective seven (7) days following receipt of the notice by the non-terminating party. If this Agreement is terminated for any reason, Tillman will be responsible for reimbursing the HCUD for its share of fees paid to the Contractor in accordance with Section 6 through the effective date of the termination of this Agreement.
9. Compliance with Law. Each party represents and warrants that (I) the execution, delivery and performance of this Agreement complies with all applicable laws, statutes, rules, regulations and orders of any governmental authority and does not and will not violate, conflict with, or result in a breach of any provision of its organizational documents or any law, rule, regulation, order, judgment, decree, agreement, or instrument binding on or affecting such party; (II) no consent, approval, authorization or order of, or filing or registration with, and governmental authority or other person is required to be obtained or made by such party for the execution, delivery, and performance of this Agreement.
10. Limitation of Liability. Except as expressly provided herein, neither party shall have any responsibility, liability, or obligation to the other party, such other party's affiliates, or their

owners, officers, directors, agents, representatives, employees, or customers for (1) any indirect special, incidental, consequential, or punitive damage, or loss of any kind, including but not limited to loss of profits, cost of replacement services, loss of customers or agents or loss of use, regardless of whether such party has been advised of the possibility of such loss by reason of any act of omission or commission in connection with or under this Agreement, including but not limited to, defect, delay in availability, or any other cause.

11. No Joint Venture. This Agreement is not intended to create nor with it be construed to create any partnership, joint venture, or employment relationship between the HCUD, the County, and Tillman, and neither party will be liable for the payment or performance of any debt, obligations, or liabilities of the other party, except as expressly stated herein.
12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail return receipt requested, to the following addresses:

To HCUD:     Attn: Utilities Director  
                  Hernando County Utilities Department  
                  15365 Cortez Blvd. Brooksville, Florida 34613

To Tillman:    Attention: Legal Department  
                  Tillman FiberCo Florida LLC  
                  152 West 57<sup>t</sup> Street, 34<sup>th</sup> Floor  
                  New York, NY 10019

13. Entire Agreement; Amendments. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Agreement. This Agreement may not be amended or modified in any way except by a written statement signed by the authorized representatives of the parties.
14. Assignment. This Agreement may not be assigned without the prior written consent of the other party, and all the terms and conditions set forth herein shall inure to the benefit of and shall bind all future assignees.
15. Severability. The invalidity, in whole or in part, of any section or part of any section of this Agreement shall not affect the validity of the remainder of such section or the Agreement.

16. Applicable Law. This Agreement will be governed by all laws of the State of Florida without regard to the choice of law provisions thereof. Any dispute, claim or action arising out of or related to this Agreement shall be brought solely in civil court in Hernando County, Florida. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement. Each of the parties hereto hereby voluntarily and irrevocably waives trial by jury in any action or other proceeding brought in connection with this Agreement or any of the transactions contemplated hereby.

17. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any other person or entity, and no such other person or entity shall be deemed to be a third-party beneficiary of any of the provisions obtained in this Agreement.

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

ATTEST

HERNANDO COUNTY WATER AND  
SEWER DISTRICT

*Douglas A. Chorvat, Jr.*

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



By: *Brian Hawkins*

Brian Hawkins  
Hernando County Board  
of County Commissioners

7-22-2025

Date

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

*Victoria Anderson*

County Attorney's Office

**WITNESSES:**

**Tillman FiberCo Florida, LLC, a Florida Limited  
Liability Company**

Signature: Desiree Ann Binda

By: 

Print Name: Desiree Ann Binda

Philip Cusick 7/2/2025  
[Print Name of Authorized Signatory] Date

Chief Financial Officer  
[Title]

Signature: 

Print Name: Peter Munsione