

REIMBURSEMENT AGREEMENT
SIG SPRING HILL COMMERCIAL –FORCE MAIN EXTENSION PROJECT

THIS **AGREEMENT** is made and entered into, by and between Hernando County Water and Sewer District, a body corporate and politic, with an address of 15470 Flight Path Drive, Brooksville, FL 34604 (the “**DISTRICT**”), and SIG Spring Hill Commercial LLC with an address of 5607 Glenridge Drive NE, Suite 200, Atlanta, GA 30342 (the “**DEVELOPER**”).

WITNESSETH:

WHEREAS, the **DEVELOPER** is developing a commercial subdivision consisting approximately four (4) individual out parcels located approx. eight hundred and fifty feet (850) west of Mariner Boulevard and north of County Line Road in Spring Hill, Section 36 Township 23 S, Range 17 E, Hernando County, Florida (SPRING HILL COMMERCIAL); and

WHEREAS, the **DEVELOPER** desires to connect its **SPRING HILL COMMERCIAL** 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 **SPRING HILL COMMERCIAL**; and

WHEREAS, in consideration for the **DISTRICT** providing potable water supply and sanitary sewer service to **SPRING HILL COMMERCIAL**, the **DEVELOPER** has agreed to construct the twelve (12)-inch force main extension north of County Line Road as shown in attached Exhibit “A”, referred to as the “**PROJECT**”, attached hereto and incorporated herein; 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 390 linear feet, of the **DISTRICT**’S existing sewer main system; 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 foregoing recitals are true and correct and are hereby incorporated herein.
2. The **DEVELOPER** agrees to design and install the **PROJECT** and necessary facilities and appurtenances, for upsizing the originally designed 4-inch force main to a 12-inch force main to accommodate the **DEVELOPER**’s designed capacity and the needs of the

DISTRICT, as shown in Exhibit "A.

3. The **DEVELOPER** shall provide the design and field construction layout, subject to approval by the **DISTRICT**. The **DISTRICT**'s and the **DEVELOPER**'s obligations under this Agreement are conditioned upon the parties agreeing to the final design and field construction layout for the **PROJECT** and upon **DEVELOPER**'s ability to obtain all necessary permits and approvals required for the construction of the **PROJECT**.

4. The **DISTRICT** shall, within forty-five (45) days of satisfaction by the **DEVELOPER** of the condition's precedent in Paragraphs 5(a) and (b) of this **AGREEMENT**, reimburse the **DEVELOPER** for the improvement cost. The reimbursement shall be **\$298,827.00**. **DEVELOPER** has obtained cost estimates for the **PROJECT** as set forth in the Construction Bid as Exhibit "B", "CES Estimate") and the civil redesign as Exhibit "C", ("Redesign Cost"), both attached and incorporated herein, although **DEVELOPER** shall be permitted to engage any qualified contractor or civil engineer as **DEVELOPER** may elect to complete the **PROJECT**.

A. The Parties acknowledge that reimbursement for change orders may only be necessitated by changes imposed by Hernando County as a result of a change in County ordinance, code, state or federal law. Should such change orders become necessary that alters the **DEVLOPER**'s Construction Bid, then within three (3) days of such change, and before such cost incurred, the **DEVELOPER** shall provide the **DISTRICT** with written notice of change order. Within five (5) business days receipt of such notice, the **DISTRICT** shall either provide to the **DEVELOPER**, in writing, its approval, its request for additional information, or its denial with reason therefore of the notified change order. The **DISTRICT** agrees to not unreasonably withhold its approval of any necessary change orders.

5. The conditions precedent to reimbursement shall be:

A. The **DEVELOPER** shall furnish to the **DISTRICT** true copies of all final payment requests and/or invoices on the applicable company's letterhead 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.

6. Upon completion, inspection and successful testing of the **PROJECT** improvements provided for herein, and following receipt of a letter of certification and partial 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, future construction, perpetual maintenance and operation of 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 in connection with the completion of the **PROJECT**.

7. All, if any, 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.

8. If physical installation of the wastewater system herein contemplated does not commence within six (6) months from the later of: (i) the date of full execution of this Agreement by both parties, or (ii) the date **DEVELOPER** obtains all necessary governmental permits and approvals for the construction of the **PROJECT** this **AGREEMENT** shall be null and void. Once commenced, construction of the **PROJECT** shall be completed within a commercially reasonable timeframe.

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

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

11. 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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**.

19. 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 (including all actual costs and reasonable attorney's fees), arising from or resulting from construction of the **PROJECT** by **DEVELOPER** or its agents, assigns, employees, Contractors and subcontractors, or anyone for whose acts any of them may be liable. This provision shall survive termination of this Agreement for any applicable statute of limitation of any claims arising from or resulting from construction of the **PROJECT** by **DEVELOPER** prior to the acceptance of the **PROJECT** by the **DISTRICT** pursuant to Section 6 above.

20. 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, by hand delivery, or overnight receipt delivery service. Such notices shall be given to the parties at the following addresses:

IF TO DISTRICT:

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

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

IF TO DEVELOPER:

Attn: Jeffrey Stein
SIG Spring Hill Commercial LLC
5607 Glenridge Dr. Suite 200
Atlanta, GA 30342

With copies to:

Robert E. Stanley
Stanley, Esrey & Buckley, LLP
12230 Peachtree Street, N.E.,
Promenade Tower, Suite 2400
Atlanta, GA 30309

{SIGNATURES ON FOLLOWING PAGES}

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

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

ATTEST:

Doug Chorvat, Jr.
Clerk of the Circuit Court

John Allocco, Chairman
Board of County Commissioners

Date: _____

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

Victoria Anderson
Assistant County Attorney

WITNESSES;

SIG SPRING HILL COMMERCIAL LLC,
a Georgia limited liability company

Signature: 

Print Name: Teresa Pastore

Signature: 

Print Name: Adam Saut


Jeffrey L. Stein
Manager

Date: 10/17/23

Exhibit "A"
Project Location Map

The Space Shop Spring Hill Commercial Development



Exhibit "B"

CES Cost Estimate



7725 W C 476
 Bushnell, FL 33513
 813-927-3182 (Cell)

TSS Spring Hill FM 4" vs 12" Open Cut
 County Line Road

Civil / Utility Constructors
 Prepared for: Jake French

Location:
 9/15/2023
 Engineer: Kimley Horn

4" Force Main					CONTRACT	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Total	
1	MOT	LS	1	\$15,000.00	\$17,250.00	
2	Connect to Existing 16" Force Main 4"Hot Tap	EA	1	\$15,000.00	\$17,250.00	
3	4" Directional Drill (C900 Fusabile)	LF	390	\$145.00	\$65,032.50	
4	Restore Boring Pits & ROW	LS	3	\$10,000.00	\$34,500.00	
5	Restore Roadway/Temp Roadway	LS	1	\$25,000.00	\$28,750.00	
6	4" Gate Valve	EA	2	\$2,500.00	\$5,750.00	
7	4" Tee	EA	1	\$1,000.00	\$1,150.00	
8	4" MJ 11 - 1/4	EA	4	\$500.00	\$2,300.00	
9	4" MJ Rest/Gland	EA	4	\$150.00	\$690.00	
10	4" Certalock Adapter	EA	1	\$1,500.00	\$1,725.00	
11	Testing	LS	1	\$7,750.00	\$8,912.50	
					\$ 183,310.00	
12" Force Main					CONTRACT	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
1	MOT (Night Work)	LS	1	\$50,000.00	\$57,500.00	
2	Connect to Existing 16" Force Main 12"Hot Tap	EA	1	\$45,000.00	\$51,750.00	
3	12" Directional Drill (C900 Fusabile)	LF	330	\$435.00	\$143,615.25	
4	12" Lay in Trench (C900 Fusabile)	LF	60	\$355.00	\$21,353.25	
5	Open (Cut) Remove/Replace Asphalt & Base ***	LS	1	\$23,755.00	\$27,318.25	
6	Restore Boring Pits & ROW	LS	3	\$27,500.00	\$86,625.00	
7	Restore Roadway/Temp Roadway	LS	1	\$40,000.00	\$46,000.00	
8	12" Gate Valve	EA	2	\$5,500.00	\$11,825.00	
9	12" Tee	EA	1	\$3,500.00	\$4,025.00	
10	12" MJ 11 - 1/4	EA	4	\$2,000.00	\$8,300.00	
11	12" MJ Rest/Gland	EA	4	\$500.00	\$2,075.00	
12	12" Certalock Adapter	EA	1	\$5,000.00	\$5,750.00	
13	Testing	LS	1	\$10,000.00	\$10,000.00	
					\$ 476,136.75	
Difference					\$ 292,826.75	

The cost for MOT and Road Restoration is a function of time, manhours, and material needed to complete task.

Exhibit "C"
Design Cost for Civil Redesign

The Space Shop Spring Hill Commercial Development Design Cost Estimate				
				Date <u>10/6/2023</u>
Description	Unit	Quantity	Unit Price	Extended Price
<u>Design Cost for Civil Redesign</u>				
Civil Redesign from proposed 10" Force Main to 12" Force Main	LS	1	\$ 7,000	\$ 7,000
Sub Total				\$ 7,000
Grand Total				\$ 7,000