

AGREEMENT
HUT FORCE 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 CAPTEC SPRING HILL II, LLC, a Florida limited liability company, herein after referred to as the “**DEVELOPER**”.

WITNESSETH:

WHEREAS, the **DEVELOPER** is developing a commercial subdivision within Hernando County known as **CAPTEC DEVELOPMENT** which will consist of townhomes, multifamily and commercial space; and

WHEREAS, the **DEVELOPER** desires to connect its commercial subdivision 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 **CAPTEC DEVELOPMENT** when the **DISTRICT**’S improvements to the force main are complete; and

WHEREAS, the district has a project in design which includes installation of a sewer force main along existing easements and future road right of ways that is necessary to provide sewer service to **CAPTEC DEVELOPMENT**; and

WHEREAS, in consideration for the **DISTRICT** providing potable water supply and sanitary sewer service to **CAPTEC DEVELOPMENT**, the **DEVELOPER** has agreed to construct the 16-inch force 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 improving a portion, approximately 850 linear feet, of the **DISTRICT**’S 16-inch diameter force main pipe, and approximately 52 linear feet, of the **DISTRICT**’S 4-inch diameter force main pipe, 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 **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 5 and 6 of this **AGREEMENT**, reimburse the **DEVELOPER** for the improvement cost. The reimbursement shall be \$338,863.78. as shown in 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 wastewater 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 completed.

8. The Parties agree to comply with the Florida Department of Environmental Protection's Terms and Conditions which are attached hereto as Exhibit "C" and hereby incorporated by reference.

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 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 _____ day of _____, 2025.

**HERNANDO COUNTY
WATER AND SEWER DISTRICT**

ATTEST:

Doug Chorvat
Clerk of the Circuit Court

Brian Hawkins
Hernando County, Board Chair

**STATE OF FLORIDA
COUNTY OF
HERNANDO**

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Brian Hawkins, Chair of the Hernando County Board of County Commissioners, on behalf of _____. He is personally known to me or has produced _____ as identification.

(AFFIX SEAL)

NOTARY PUBLIC

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

Victoria Anderson
Assistant County Attorney

CAPTEC SPRING HILL II, LLC

Patrick Beach

Patrick Beach, Manager

STATE OF Colorado

COUNTY OF Eagle

The foregoing instrument was acknowledged before me this 24 day of March, 2025
by Patrick Beach of Captec Spring Hill II, LLC (company
name/individual). He/she is personally known to me or has produced driver's license as identification.



(AFFIX SEAL)

Sarah Staton

NOTARY PUBLIC

EXHIBIT A

HCUD HUT FORCE MAIN IMPROVEMENT

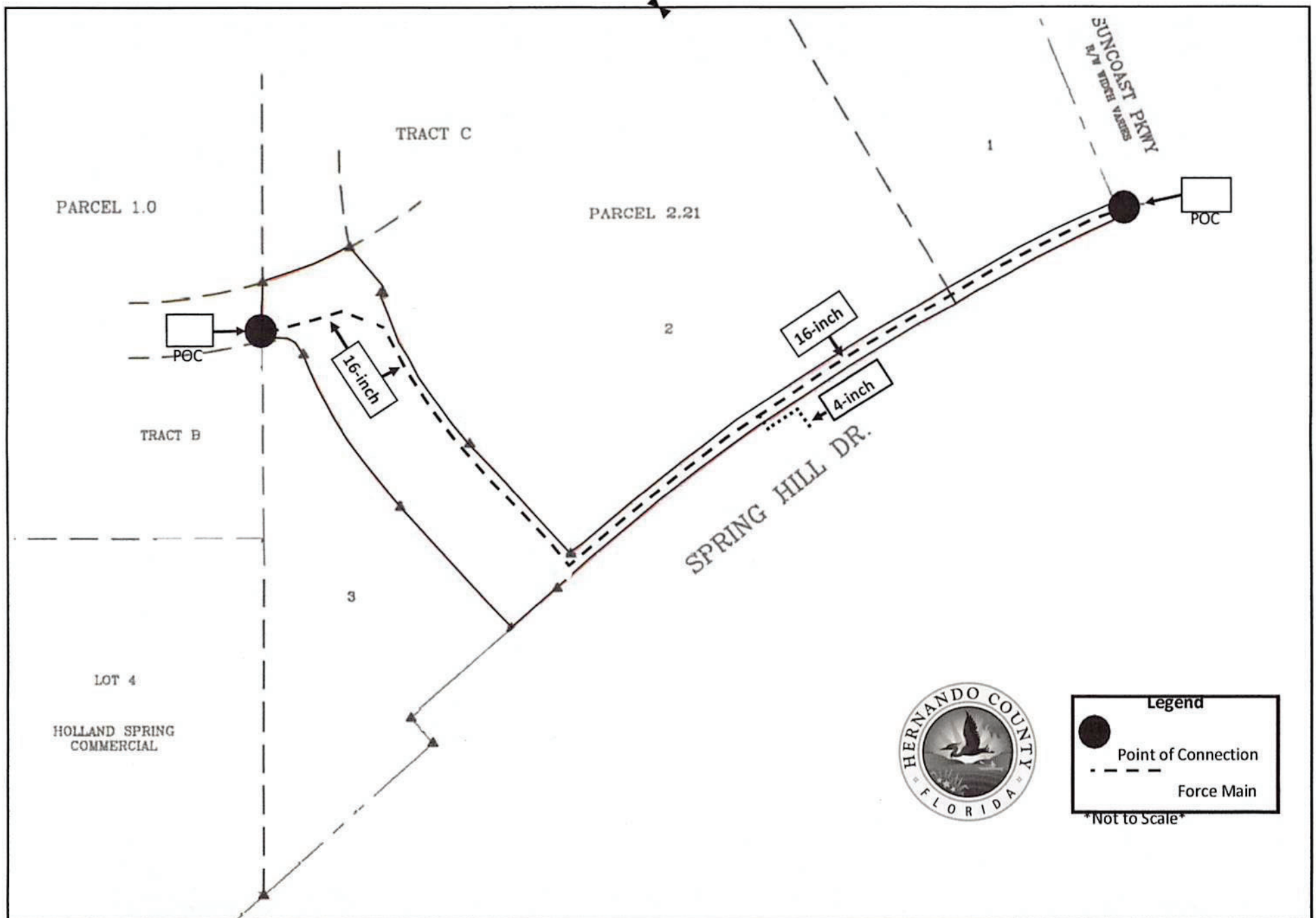


EXHIBIT B

THE HUT PUMPING STATION - MAXX DEVELOPMENT FORCEMAIN CAPTEC SPRING HILL II LLC COST ESTIMATE					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$61,831.13	\$61,831.13
2	Insurance, Permits, & Performance and Payment Bond	1	LS	\$7,166.23	\$7,166.23
3	Survey Layout/As-built	1	LS	\$7,166.23	\$7,166.23
4	Pre/Post Video	1	LS	\$2,566.08	\$2,566.08
5	Erosion Sediment Control (incl. NPDES Permit/insp rpt./NOT	1	LS	\$3,548.88	\$3,548.88
6	4" PVC C-900 DR18 FM	52	LF	\$26.00	\$1,352.00
7	12" PVC C-900 DR18 FM	0	LF	\$144.85	\$0.00
8	16" PVC C-900 DR18 FM	850	LF	\$176.50	\$150,025.00
9	4" 45° MJ Elbow w/ Restraints	2	EA	\$555.00	\$1,110.00
10	16" 45° MJ Elbow w/ Restraints	3	EA	\$4,545.07	\$13,635.21
11	16"x4" TEE w/ Restraints	2	EA	\$5,878.10	\$11,756.20
12	12"x16" Reducer	1	EA	\$3,827.62	\$3,827.62
13	4" End Cap	0	EA	\$566.50	\$0.00
14	4" Gate Valve with Box & Restraints	1	EA	\$2,722.62	\$2,722.62
15	12" Gate Valve with Box and Restraints	0	EA	\$6,807.62	\$0.00
16	16" Gate Valve with Box and Restraints	1	EA	\$13,414.72	\$13,414.72
17	Combination Air-Vacuum Release Valve Assembly and Manhole	0	EA	\$20,233.85	\$0.00
18	Connect to Existing 4" FM	1	LS	\$3,140.00	\$3,140.00
19	12" Wet Tap and Connect to Existing 12" FM	1	LS	\$13,616.66	\$13,616.66
20	Force Main Abandon - Remove & Dispose of	860	LF	\$48.82	\$41,985.20
				ITEM TOTAL	\$338,863.78

EXHIBIT C

Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.