

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

**AMENDMENT TO STATEWIDE LOGISTICS CENTER WATER AND SEWER  
SERVICES AND INFRASTRUCTURE IMPROVEMENTS  
AGREEMENT DATED JUNE 27, 2023**

THIS AMENDMENT TO THE STATEWIDE LOGISTICS CENTER WATER AND SEWER SERVICES AND INFRASTRUCTURE IMPROVEMENTS AGREEMENT DATED JUNE 27, 2023 (this "Amendment"), is effective as of May \_\_\_\_, 2024 (the "Effective Date"), by and between (i) Hernando County, a political subdivision of the State of Florida (the "County"), and (ii) One Hernando, LLC, a Florida limited liability company (the "Developer," together with the County, the "Parties" or each, a "Party").

**RECITALS**

WHEREAS, the Parties entered into that certain Water and Sewer Services and Infrastructure Improvements Agreement dated as of June 27, 2023 (the "Agreement"), addressing the provision of certain water and sewer services and the construction of certain infrastructure improvements for the proposed industrial park commonly referred to as the "Statewide Logistics Center," located in Hernando County, Florida, as more specifically described in the Agreement.

WHEREAS, the Parties desire to modify the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Seller and Buyer agree as follows:

- 1) Defined Terms. All capitalized terms not otherwise defined in this Amendment are defined in the Agreement.
- 2) Updated Reimbursement Figures.
  - a) Lift Station Reimbursements. In Section 7(A)(ii) of the Agreement, the County agreed to reimburse the Developer an amount not to exceed \$762,863.05 for constructing the Lift Station. The foregoing amount is identified in the Agreement as the Lift Station Reimbursements. The Parties agree to modify the Agreement by increasing the Lift Station Reimbursements from \$762,863.05, to \$1,213,828.
  - b) Cyril Drive Bypass Project Reimbursements. In Section 7(B)(ii) of the Agreement, the County agreed to reimburse the Developer an amount not to exceed \$1,957,253 for completing the Cyril Drive Bypass Project. The foregoing amount is identified in the

Agreement as the Cyril Drive Bypass Project Reimbursements. The Parties agree to modify the Agreement by decreasing the Cyril Drive Bypass Project Reimbursements from \$1,957,253, to \$1,671,870.

- c) Construction Contingency. Neither the Lift Station Reimbursements figure nor the Cyril Drive Bypass Project figure include a customary construction contingency. The Developer requested a construction contingency for the Lift Station totaling \$44,935 and for the Cyril Drive Bypass Project totaling \$89,248 (collectively, the “Construction Contingency”). If there are cost overruns for the Lift Station that trigger Lift Station Reimbursements to exceed \$1,213,828, then Developer may seek additional reimbursements from the County, but such cost overruns and corresponding reimbursements must be approved in advance and in writing by the Hernando County Utilities Director and/or the Hernando County Administrator, such approval to not be unreasonably withheld, conditioned, or delayed. If there are cost overruns for the Cyril Drive Bypass Project that trigger Cyril Drive Bypass Project Reimbursements to exceed \$1,671,870, then Developer may seek additional reimbursements from the County, but such cost overruns and corresponding reimbursements must be approved in advance and in writing by the Hernando County Public Works Director/County Engineer and/or the County Administrator, such approval to not be unreasonably withheld, conditioned, or delayed. In written requests to use any portion of the Construction Contingency for reimbursement in accordance with this Section 2(c) and Sections 7(A)(ii) and 7(B)(ii) of the Agreement, the Developer must provide the County detailed documentation of the scope of work affected and the bases for any increases in costs.
- 3) County Approval of Lift Station and Cyril Drive Project Drawings. In accordance with Sections 6(A), 6(C), 7(A), and 7(B)(i) of the Agreement, the County has reviewed and approved the Developer’s permit set of drawings for the Lift Station and for the Cyril Drive Bypass Project (collectively, the “Approved Drawings”). The drawing log prepared by the Developer’s general contractor dated April 29, 2024, which incorporates the Approved Drawings (by reference to applicable sheet numbers), is attached hereto and incorporated herein as Schedule 1 (the “Drawing Log”). As of the Effective Date of this Agreement, the Parties agree that the Drawing Log and corresponding Approved Drawings supplement the Lift Station Project Plan (Exhibit D to the Agreement) and the Cyril Drive Bypass Project Plans and Specs (Exhibit E to the Agreement), and if the Approved Drawings are in conflict with the Lift Station Project Plan or the Cyril Drive Bypass Project Plans and Specs, then the Approved Drawings control.
- 4) Miscellaneous.
    - a) This Amendment shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.
    - b) Except as expressly modified in this Amendment, the Agreement is hereby ratified and confirmed and shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

- c) The Parties may execute this Amendment in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. To facilitate execution of this Amendment, the Parties may execute and exchange by electronic mail counterparts of the signature pages, which shall be valid, binding, and admissible as though original.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County has executed this Amendment by and through its duly authorized representative, on the date below.

**COUNTY:**

HERNANDO COUNTY, FLORIDA, a political subdivision of the State of Florida

ATTEST:

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

By: \_\_\_\_\_  
Elizabeth Narverud, Chairman

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of May, 2024, by Elizabeth Narverud, Chairman of the Board of County Commissioners of Hernando County, on behalf of Hernando County. He is personally known to me or has produced his Florida Driver's License as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Notary Public

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Kyle J. Benda  
County Attorney's Office

IN WITNESS WHEREOF, the Developer has executed this Agreement, by and through its duly authorized representatives, on the respective date below.

**DEVELOPER:**  
ONE HERNANDO, LLC

WITNESSES:

By: CARDINAL POINT MANAGEMENT, LLC

Signature: David Moronta

BY: [Signature]  
Gregory Williams, its Manager

Print Name: David Moronta

Signature: Marcelle Marks

Date: 5/7/24

Print Name: Marcelle Marks

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by x physical presence or \_\_\_ online notarization this 7<sup>th</sup> day of May, 2024, by GREGORY WILLIAMS, as manager of Cardinal Point Management, LLC, a Florida limited liability company, which is the manager of One Hernando, LLC, a Florida limited liability company. He is personally known to me or has produced his Florida Driver's License as identification.

[Signature]  
Notary Public  
State of Florida at Large  
My Commission Expires: 7/30/2024  
Justin McSweeney  
Print Name of Notary Public



**JUSTIN MCSWEENEY**  
Notary Public  
State of Florida  
Comm# HH248713  
Expires 7/30/2026

# SCHEDULE "1"

Cyril Drive and Liftstation  
 Drawing Log  
 by ARCO Murray Construction Company  
 04/29/24

Cyril Drive				
Sheet #	Sheet Title	Original Date	Current Revision	Prepared By
<b>Civil Drawings</b>				
C-01	COVER SHEET	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-02	DRAINAGE MAP	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-03	DRAINAGE MAP	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-04	TYPICAL SECTION	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-05	DEMOLITION PLAN	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-06	DEMOLITION PLAN	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-07	DEMOLITION PLAN	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-08	DEMOLITION PLAN	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-09	PROJECT LAYOUT	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-10	PROJECT LAYOUT	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-11	PROJECT CONTROL	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-12	GENERAL NOTES	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-13	GENERAL NOTES	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-14	GENERAL NOTES	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-15	PLAN & PROFILE	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-16	PLAN & PROFILE	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-17	PLAN & PROFILE	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-18	PLAN & PROFILE	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-19	DRAINAGE STRUCTURES	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-20	DRAINAGE STRUCTURES	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-21	DRAINAGE STRUCTURES	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-22	DRAINAGE STRUCTURES	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-23	GENERAL DETAILS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-24	CROSS SECTIONS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-25	CROSS SECTIONS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-26	CROSS SECTIONS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-27	CROSS SECTIONS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-28	CROSS SECTIONS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-29	CROSS SECTIONS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-30	CROSS SECTIONS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-31	CROSS SECTIONS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-32	EROSION CONTROL	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-33	EROSION CONTROL	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-34	EROSION CONTROL	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-35	EROSION CONTROL	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-36	EROSION CONTROL	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-37	EROSION CONTROL	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-38	UTILITY ADJUSTMENTS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-39	UTILITY ADJUSTMENTS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-40	UTILITY ADJUSTMENTS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-41	UTILITY DETAILS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-42	UTILITY DETAILS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-43	UTILITY DETAILS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-44	UTILITY DETAILS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-45	UTILITY DETAILS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-46	UTILITY DETAILS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-47	SIGNING & PAVEMENT MARKING PLAN	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-48	SIGNING & PAVEMENT MARKING PLAN	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-49	SIGNING & PAVEMENT MARKING DETAILS	07/18/23	11/13/23	Coastal Engineering Associates, Inc.
C-50	KETTERING ROAD GRADING & STRIPING PLAN	07/18/23	11/13/23	Coastal Engineering Associates, Inc.

Sheet #	Sheet Title	Original Date	Current Revision	Prepared By
<b>Liftstation</b>				
G-0	COVER SHEET	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
G-1	GENERAL NOTES	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
G-2	OVERALL KEY SHEET	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
PP-1.1	PLAN & PROFILE	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
PP-1.2	PLAN & PROFILE	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
PP-1.3	PLAN & PROFILE	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
PP-1.4	PLAN & PROFILE	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
PS-1.1	PUMP STATION SITE PLAN	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
PS-1.2	PUMP STATION GRADING PLAN	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
PS-1.3	PUMP STATION DETAILS	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
D-1	FM & PIPE SEPARATION DETAILS	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
D-2	FM & PIPE SEPARATION DETAILS	07/18/23	11/14/23	Coastal Engineering Associates, Inc.
E0.1	ELECTRICAL LEGEND & SPECIFICATIONS	08/22/23	-	Hall Engineering Group
E1.0	ELECTRICAL SITE PLAN	08/22/23	-	Hall Engineering Group
E2.0	POWER ONE-LINE DIAGRAM	08/22/23	-	Hall Engineering Group