

REIMBURSEMENT AGREEMENT
BENTON HILLS – KETTERING ROAD 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 Meritage Homes of Florida, Inc., with an address of 10117 Princess Palm Ave., Suite 550, Tampa, FL 33610 (the “**DEVELOPER**”).

WITNESSETH:

WHEREAS, the **DEVELOPER** is developing a residential subdivision consisting approximately six hundred fifty-nine (659) single family detached dwelling units located west of Kettering Road and north of Power Line Road in Ridge Manor, Section 17 Township 23 S, Range 21 E, Hernando County, Florida (“**BENTON HILLS**”); and

WHEREAS, the **DEVELOPER** desires to connect its **BENTON HILLS** 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 **BENTON HILLS**; and

WHEREAS, in consideration for the **DISTRICT** providing potable water supply and sanitary sewer service to **BENTON HILLS**, the **DEVELOPER** has agreed to construct the twelve (12)-inch force main extension along Kettering Road as shown in attached Exhibit “A”, 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 5,200 linear feet, of the **DISTRICT**’S 12-inch diameter sewer 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 **\$468,832.00**, as set forth in the Construction Bid attached as Exhibit "B".

4. Adjustments of compensation and **PROJECT** time shall be left to the absolute discretion of the **DISTRICT** and must be directly related to either a Force Majeure event or changes in the County's Code of Ordinances, State or Federal law. Any such adjustment of compensation will be pursuant to a supplemental agreement in accordance with this **REIMBURSEMENT AGREEMENT** and limited to expenditures as set forth in Attachment "B".

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 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 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.

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 one (1) year from the date of full execution of this Agreement by both parties, 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 arising from or related to the obligations of this **AGREEMENT**.

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:

R. Tyler Vasant
10117 Princess Palm Ave., Suite 550
Tampa, FL 33610

With copies to:

Meritage Homes
8800 E. Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attention: H. Curtis Keller

{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;

MERITAGE HOMES OF FLORIDA, INC.

Signature: *CT*

Print Name: Chris Torres

Signature: *CS*

Print Name: Colin Seal

R. Tyler Vansant

R. Tyler Vansant
Vice-President

Date: 9 June 2023

EXHIBIT A

KETTERING ROAD DISTRIBUTION CENTER/
BENTON HILLS SUBDIVISION

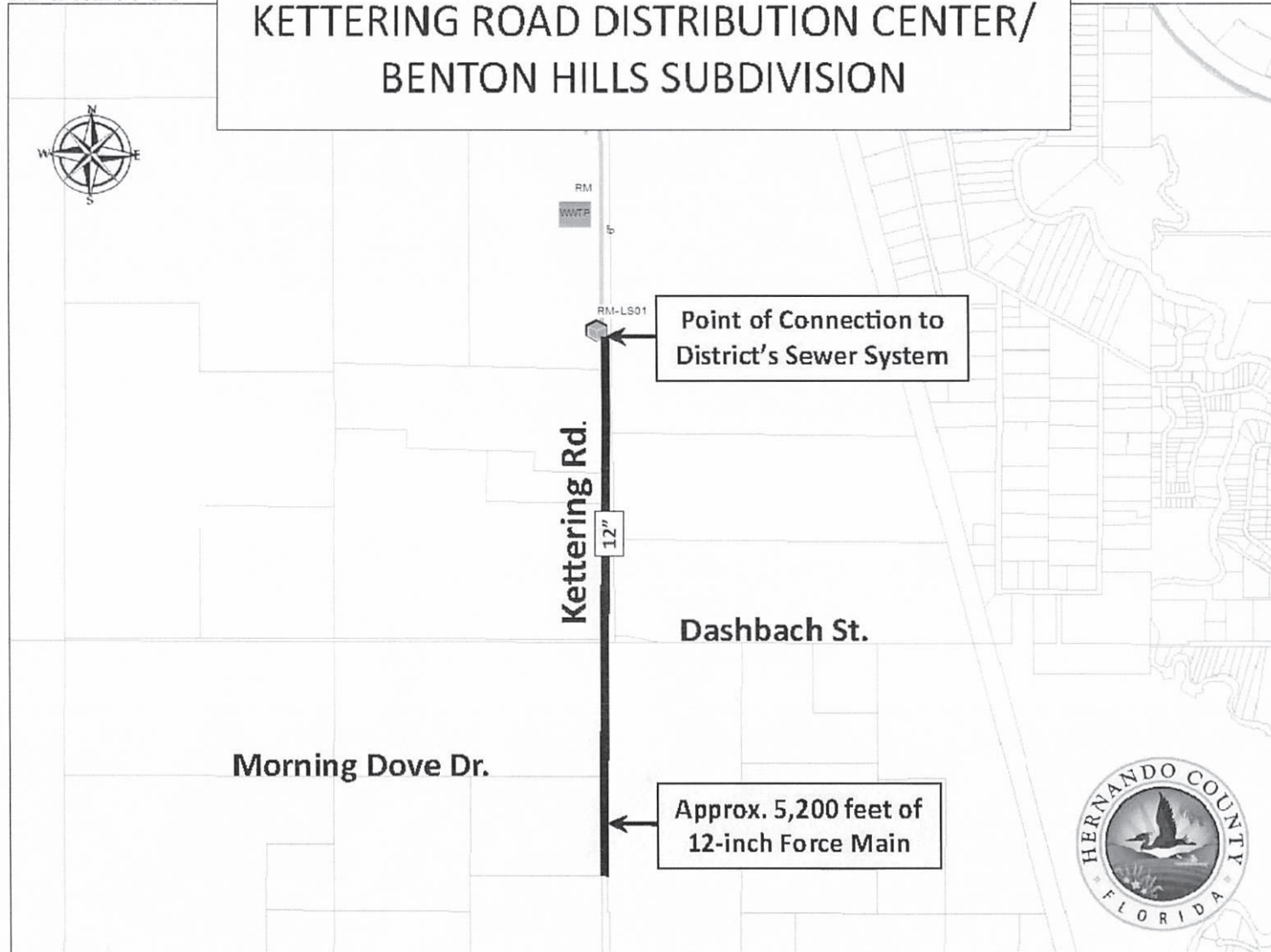


Exhibit "A"

BENTON HILLS - KETTERING RD FORCEMAIN PROJECT

Meritage Benton Hills Project Bid

Offsite Forcemain

Item	Unit	Quantity	Price/Unit	Total
Remove Cap & Connect to Existing 12" FM	LS	1	\$ 5,790.00	\$5,790
12" PVC C-900 DR18 Force Main	LF	3,125	\$ 121.29	\$379,031
MOT	LS	1	\$ 37,294.00	\$37,294
12" Gate Valves W/Pad	EA	1	\$ 5,745.00	\$5,745
12" Bell Restraints	EA	10	\$ 297.00	\$2,970
12" Tee x 6" Tee	EA	1	\$ 1,428.00	\$1,428
12" MJ 45	EA	2	\$ 789.00	\$1,578
12" MJ 22 1/2	EA	2	\$ 712.00	\$1,424
12" MJ Plug	EA	1	\$ 4,312.00	\$4,312
Air Release Valve	EA	1	\$ 7,759.00	\$7,759
Testing	LS	3,125	\$ 3.00	\$9,375
Pressure Testing	LF	3,125	\$ 3.00	\$9,375
RW Sod Kettering Rd	LF	8,578	\$ 3.00	\$25,734
TOTAL				\$ 491,815

Offsite Forcemain (6") - Baseline

Item	Unit	Quantity	Price/Unit	Total (B)
Connect To Existing 6" Force Main	LS	2	\$ 4,962.00	\$ 9,924
6" C900 Fusible Directional Bore	EA	250	\$ 188.98	\$ 47,245
6" C900 DR18 PVC	LF	4,879	\$ 42.10	\$ 205,406
6" Gate Valves W/Pad	EA	3	\$ 2,750.14	\$ 8,250
6" Bell Restraints	EA	28	\$ 184.49	\$ 5,166
6" Tee	EA	2	\$ 1,210.22	\$ 2,420
6" MJ 45	EA	20	\$ 908.95	\$ 18,179
6" MJ 22 1/2	EA	2	\$ 886.09	\$ 1,772
Temp Blowoff	SY	1	\$ 1,662.00	\$ 1,662
Testing	LS	5,129	\$ 3.00	\$ 15,387
Pressure Testing	LF	5,129	\$ 3.00	\$ 15,387
RW Sod Kettering Rd	LF	10,582	\$ 3.00	\$ 31,746
TOTAL				\$ 362,545

Jones Development Project Bid

Offsite Forcemain

Item	Unit	Quantity	Price/Unit	Total	Total Oversized Bid (A)
Wet Tap 12"x6"	LS	1	\$ 7,985.00	\$7,985	\$13,775
12" PVC C-900 DR18 Force Main	LF	2,004	\$ 121.29	\$243,065	\$622,096
MOT	LS	1	\$ 18,180.00	\$18,180	\$55,474
12" Gate Valves W/Pad	EA	2	\$ 5,745.00	\$11,490	\$17,235
12" Bell Restraints	EA	18	\$ 297.00	\$5,346	\$8,316
12" Tee x 6" Tee	EA	1	\$ 1,428.00	\$1,428	\$2,856
12" MJ 45	EA	18	\$ 789.00	\$14,202	\$15,780
12" MJ 22 1/2	EA	-	\$ 712.00	\$0	\$1,424
12" MJ Plug	EA	1	\$ 4,312.00	\$4,312	\$8,624
Air Release Valve	EA	2	\$ 7,759.00	\$15,518	\$23,277
Testing	LS	2,004	\$ 3.00	\$6,012	\$15,387
Pressure Testing	LF	2,004	\$ 3.00	\$6,012	\$15,387
RW Sod Kettering Rd	LF	2,004	\$ 3.00	\$6,012	\$31,746
TOTAL				\$ 339,562	\$831,377

Reimbursement Amount

(A) - (B)	\$468,832
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Exhibit "B"