


AGENDA MEMORANDUM
HERNANDO COUNTY ATTORNEY'S OFFICE

TO: Honorable Chairman and
Members of the Board of
County Commissioners

DATE: April 17, 2007

VIA: Gary Kuhl 
County Administrator

FROM: Kent L. Weissinger 
Utilities Attorney

SUBJECT: Water/Wastewater/
Reclaimed Water Agreement
—Hickory Hill

BRIEF OVERVIEW:

Over a period of two years, Utilities staff and Hickory Hill representatives have negotiated the attached Water/Wastewater/Reclaimed Water Agreement. The document provides for Hickory Hill to construct the infrastructure required to provide potable and reclaimed water and wastewater services to the proposed development. In return for such construction, Hickory Hill will be entitled to claim credits from connection fees (to a maximum of permitted ERU's) for only those components of fees as to which construction occurs. Although the document does not contain all of the County's original proposals, staff does believe that it represents a reasonable compromise of positions with a minimum of impact on existing ratepayers consistent with legal requirements.

LEGAL AUTHORITY:

Pursuant to s. 125.01, Florida Statutes.

BUDGET IMPACT:

Exhibits E and F document the estimated costs of construction of infrastructure. There are some contingencies in the agreement where the parties may agree on other alternatives that would impact these estimated costs.

RECOMMENDATION:

That the Board approve the attached Hickory Hill Water/Wastewater/Reclaimed Water Agreement and authorize the Chair to execute original documents.

ADMINISTRATIVE NOTE:

Attachment: Hickory Hill Utility Service Agreement
cc: Larry Jennings
Jesse Goodwin

**HICKORY HILL
WATER AND SEWER
SERVICE AGREEMENT**

This WATER AND SEWER SERVICE AGREEMENT (herein “AGREEMENT”) is made and entered into this ____ day of _____, 2007, by and between HERNANDO COUNTY WATER AND SEWER DISTRICT, a body corporate and politic, (herein “DISTRICT”) and HICKORY HILL, LLC, a Florida limited liability company (herein “HICKORY HILL”).

RECITALS

WHEREAS, HICKORY HILL is presently proceeding with the planning of the development of approximately one thousand seven hundred fifty (1,750) residential units, sixty three (63) holes of golf, fifty thousand (50,000) square feet of commercial/retail/office and related facilities and amenities to be known as Hickory Hill (herein “PROJECT”); and

WHEREAS, the legal description of the PROJECT is attached hereto as Exhibit A; and

WHEREAS, the parties have entered into this AGREEMENT to delineate, make certain and define each of their obligations and responsibilities with respect to: (1) a potable water supply, production, treatment and distribution system; and (2) a wastewater collection, treatment and transmission system; and

WHEREAS, with the improvements provided for herein, the DISTRICT will have a potable water system and a wastewater system capable of providing a potable water service and sanitary sewer service, respectively, to the PROJECT; and

WHEREAS, the parties are desirous of entering into an agreement pursuant to which the DISTRICT shall provide potable water and sanitary sewer service to the PROJECT.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual undertakings and agreements herein set forth and contained, the parties hereto covenant and agree each with the other as follows:

AGREEMENT

1. **RECITALS**. The above Recitals are true and correct and form a material part of this AGREEMENT.

2. **EXHIBITS**. The following exhibits are incorporated into this AGREEMENT by reference hereto:

Exhibit A. Legal description of the PROJECT.

Exhibit B. Potable Water Connection and Wastewater Connection.

Exhibit C. Letter of Dedication (example)

Exhibit D. Easement Exhibit (example)

Exhibit E. Projected Costs of Water and Wastewater Improvements

Exhibit F. Projected Costs of Reclaimed Water Improvements

Exhibit G. Depiction of Reclaimed Water Transmission Line

3. POTABLE WATER SUPPLY PRODUCTION, TREATMENT AND DISTRIBUTION SYSTEM.

3.01 On-site Potable Water Distribution System. HICKORY HILL agrees to construct the on-site potable water distribution system in phases for the PROJECT. HICKORY HILL shall install, at its expense and without any credits against water connection fees, all distribution lines, fittings, fire hydrants, back-flow prevention devices and other potable water distribution facilities necessary to serve the PROJECT at build out. The on-site potable water distribution system shall be constructed and installed in accordance with Florida Department of Environmental Protection (herein "FDEP) Regulations and Hernando County Codes and Standards, as may be applicable and pertaining thereto. Once HICKORY HILL has met all applicable terms and conditions of this AGREEMENT, the DISTRICT agrees to thereafter provide continuous potable water service of sufficient pressure and capacity to serve the potable water supply needs of the PROJECT. Said potable water supply needs shall be defined as that

supply necessary to serve the PROJECT, in phases, and when the PROJECT is fully developed.

3.02 Connection To District's Potable Water System. HICKORY HILL agrees to design, permit and construct the new water main extension from the DISTRICT's existing potable water transmission system to the PROJECT's potable water connection. The new water main extension shall be constructed and installed in accordance with FDEP Regulations and Hernando County Codes and Standards, as may be applicable and pertaining thereto. The location of said connection(s) shall be approved by the DISTRICT and are conceptually illustrated in Exhibit B.

3.03 Payment Of Water Connection Fees. HICKORY HILL agrees to pay the DISTRICT a water connection fee or have an appropriate water connection fee credit due from the DISTRICT for each residential, commercial or other unit prior to issuance of a building permit for the unit. Water connection fee credits shall be determined in accordance with provision 3.08. Water connection fees will be paid at the DISTRICT's water connection fee rate in effect at the time payment is made.

3.04. Plans And Specifications. HICKORY HILL agrees to prepare or have prepared plans and specifications necessary for the construction of all potable water facilities described in this AGREEMENT. All engineering and

survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings to the DISTRICT shall be at the expense of the HICKORY HILL. HICKORY HILL also agrees to provide the DISTRICT with a set of as-built or record drawings on computer diskette.

HICKORY HILL agrees that before the plans and specifications prepared by HICKORY HILL in accordance with this AGREEMENT are submitted for review by any regulatory body, the plans and specifications shall have been submitted to and approved by the DISTRICT. Plans and specifications shall be either approved or disapproved within ten (10) business days of the date on which such documents are submitted to the DISTRICT and approval of such plans and specifications shall not be unreasonably withheld. HICKORY HILL further agrees that it will obtain all necessary construction permits and easements before commencement of construction of the aforementioned water distribution system.

In order to qualify for credits pursuant to this Agreement, construction hereunder shall require HICKORY HILL to request bids and to award a contract to the lowest responsive and responsible bidder. DISTRICT representatives shall be notified of the opportunity to participate in bid solicitation, advertisement and

review, and to advise with respect to the selection of the lowest responsive and responsible bidder.

3.05. Conveyance Of The Water Distribution System. After final inspection and acceptance by the DISTRICT of the potable water facilities described in this AGREEMENT, the DISTRICT shall be responsible for all maintenance and operation of said lines and facilities without further cost to HICKORY HILL. HICKORY HILL agrees to secure a warranty bond from the contractor to repair or replace (at the option of the DISTRICT) all potable water facilities which may have construction or installation defects within a period of twelve (12) months from the date of conveyance to the DISTRICT, provided that said lines and facilities have been properly operated and maintained by the DISTRICT. HICKORY HILL shall convey said potable water lines and facilities to the DISTRICT by means of a letter of dedication, an example of which is attached hereto as Exhibit C. Further, said dedication shall specifically include all on-site facilities by plat dedication pursuant to Hernando County Subdivision Regulations. Upon acceptance, all potable water lines and facilities shall be placed by HICKORY HILL in utility easements granted to the DISTRICT or in rights-of-way provided by HICKORY HILL.

3.06 Well Site. HICKORY HILL shall dedicate to the DISTRICT a five (5) acre well site along Lockhart Road. The location will be mutually acceptable. In

the alternative, the DISTRICT and HICKORY HILL may elect to increase the capacity of one of the DISTRICT's existing wells on Lockhart Road. In such event, HICKORY HILL shall be responsible for all of the costs of increasing the capacity of the existing well.

3.07 Connecting New Well To Existing System. HICKORY HILL shall design, permit and construct a new potable well on the site provided pursuant to paragraph 3.06. In addition, HICKORY Hill shall design, permit and construct a line from the new well to the DISTRICT's existing system. The plans and specifications for the new well and transmission line described herein shall be subject to the same reviews and approvals by the DISTRICT as those for the on-site water facilities described in paragraph 3.04. If HICKORY HILL and DISTRICT elect to increase the capacity of one of the DISTRICT's existing wells as provided in provisions 3.06, HICKORY HILL shall design, permit and construct all necessary improvements to increase the capacity of the well and to connect to the existing system. All permits under provisions 3.06 and 3.07 shall be in the name of the DISTRICT and HICKORY HILL shall be the agent for the DISTRICT in seeking any permits.

3.08 Credits Against Water Connection Fees. In exchange for the construction of the potable water connection, new water main extension, the new potable well, the line from the new well to the DISTRICT's existing system, and

the improvements described in provisions 3.06 and 3.07 hereof, identified and contemplated in this AGREEMENT, HICKORY HILL shall be entitled to a credit for water connection fees as more particularly described below.

The amount of credit for water connection fees shall be determined according to the following standards of valuation:

A. In the case of contributions of construction or installation of improvements, the value of HICKORY HILL's proposed contribution shall be adjusted upon completion of the construction to reflect the actual cost of construction or installation of improvements experienced by HICKORY HILL. Upon completion of construction or installation of any facilities by HICKORY HILL, the DISTRICT shall be notified in writing that the construction or installation is complete and the actual cost of construction or installation. Water connection fee credits shall be based on the rate in effect at the time the written notice is received by the DISTRICT. The actual cost of construction or installation shall be mutually agreeable and neither party shall unreasonably withhold its agreement as to the actual cost. The initial estimates of costs for contributions under this AGREEMENT are set forth in Exhibit E.

B. The credit for water connection fees identified herein shall run with the property described in Exhibit A and shall not exceed the amount of water connection fees due on one hundred percent (100%) of the 1,750 single family

dwelling units, related facilities and amenities and 50,000 square feet of retail/office planned on the property. It shall be HICKORY HILL's obligation to notify the DISTRICT that a credit is available, each time HICKORY HILL applies for a building permit. All credits shall be freely assignable throughout the property.

C. The duration or availability of credits pursuant to this AGREEMENT shall be available to HICKORY HILL, its successors and/or assigns, for a period of twenty (20) years from the date of completion of construction or installation of improvements for the PROJECT.

D. HICKORY HILL shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost of construction or installation of any improvements. This information shall be available to the DISTRICT, for audit, inspection, or copying, for a minimum of five (5) years from the termination of this AGREEMENT.

E. Each contribution for credit by HICKORY HILL must fall into one of the following four (4) categories: (1) water supply facilities; (2) water storage facilities; (3) water treatment facilities; or (4) off-site water transmission facilities. The amount of credit for each of these categories shall not exceed the amount of the fee allocated to that category multiplied by 1,750 plus the number of ERUs

determined for the 50,000 square feet of retail/office and the associated amenities

DETAILS

Potable Water:

Hickory Hill will solicit bids for the construction of a new well somewhere along Lockhart Road at a site satisfactory to Utilities staff. Utilities staff would prefer this well to be located on-site, while Hickory Hill prefers a location off-site with lesser impact on site development. In any event, Hickory Hill will pay for land required. As a compromise staff agreed to a “mutually acceptable” site. Hickory Hill will also solicit bids for necessary transmission lines and treatment facilities. The agreement does not provide for additional water storage.

Hickory Hill will contract with the lowest responsive and responsible bidder for construction of the potable water facilities and will be entitled to credits against the water connection fee in effect at the time of construction for those separate components of the fees that correspond to the actual construction costs. For example, there will be no credits against the water storage component of the fee, and credits for other components will not exceed the total equivalent residential units in the development.

The agreement provides for mutual assent to expanding an existing well. Utilities staff does not believe this expansion is warranted, and lack of assent to such expansion will lower the estimated costs reflected on Exhibit E and the credits against fees attributable to such proposed expansion.

Wastewater

Hickory Hill will build three miles of 12" force main from the development site to the Ridge Manor Wastewater Treatment Plant and receive credits for the transmission component of the wastewater connection fee, again pursuant to bids. As upgrades to the Ridge Manor WWTP will be required for other development in the area, Hickory Hill will be responsible for connection fees to the extent of the plant expansion component of the fee.

Reclaimed Water

Hickory Hill will fund certain upgrades at the Ridge Manor WWTP which are necessary in order to produce reclaimed water for non-potable use and will construct a transmission line for up to three million gallons per day of reclaimed water to the development. Initially, the Water and Sewer District is committing to provide one million gallons per day of reclaimed water to Hickory Hill when flows to the plant and upgrades permit such supply. Hickory Hill has a right of first refusal to an additional two million gallons per day.

The commitments in the reclaimed water section are required in order for Hickory Hill and the District to pursue cooperative funding from SWFWMD for plant upgrades.

4.01 On-site Wastewater Collection And Transmission System.

HICKORY HILL agrees to construct and install, in phases, at their expense and without any credits against wastewater connection fees, an on-site wastewater collection and transmission system for the PROJECT. HICKORY HILL shall install all force mains, gravity lines, pump stations and related facilities necessary to serve the PROJECT at build out. The on-site wastewater collection and transmission system shall be constructed and installed in accordance with FDEP Regulations and Hernando County Codes and Standards, as may be applicable and pertaining thereto. Once HICKORY HILL has met all applicable terms and conditions of this AGREEMENT, the DISTRICT agrees to thereafter provide continuous wastewater treatment service to meet the needs of the PROJECT. Said wastewater needs shall be defined as that service necessary to serve the PROJECT when the PROJECT is in phases and when the PROJECT is fully developed.

4.02 Connection To DISTRICT's Wastewater System. HICKORY

HILL agrees to construct and install, at their expense, approximately 20,000 feet of sewer force main from the PROJECT (wastewater connection), including lift stations, to the nearest point of connection to the DISTRICT's Ridge Manor Subregional Treatment Plant (Ridge Manor WWTP) system. The DISTRICT shall have the responsibility for obtaining all easements, which are necessary for constructing and installing said sewer force main and lift stations from the

PROJECT to the DISTRICT's wastewater system. HICKORY HILL agrees to connect the PROJECT's on-site wastewater collection and transmission system to the DISTRICT's wastewater system at location(s) approved by the DISTRICT as shown in Exhibit B. Right-of-way permits for utility construction will be required for any use of county rights-of-way. Any land through which such main is constructed shall be owned by either Hernando County or the DISTRICT or a sufficient interest therein shall be held by the DISTRICT.

4.03 Payment Of Wastewater Connection Fees. HICKORY HILL agrees to pay the DISTRICT a wastewater connection fee or have an appropriate wastewater connection fee credit from the DISTRICT for each residential, commercial or other unit prior to issuance of a building permit for the unit. Wastewater connection fee credits shall be determined in accordance with provision 4.06. Wastewater connection fees will be paid at the DISTRICT's wastewater connection fee rate in effect at the time payment is made.

4.04 Plans And Specifications. HICKORY HILL agrees to prepare or have prepared plans and specifications necessary for the construction of all on-site and off-site wastewater facilities described in this AGREEMENT. All engineering and survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or

“Record” drawings to the DISTRICT shall be at the expense of HICKORY HILL. HICKORY HILL also agrees to provide the DISTRICT with a set of “As built” or “record” drawings on computer diskette.

HICKORY HILL agrees that before the plans and specifications prepared by HICKORY HILL in accordance with this AGREEMENT are submitted for review by any regulatory body, the plans and specifications shall have been submitted to and approved by the DISTRICT. Plans and specifications shall be either approved or disapproved within ten (10) business days of the date on which such documents are submitted to the DISTRICT and approval of such plans and specifications shall not be unreasonably withheld. HICKORY HILL further agrees that it will obtain all necessary construction permits before commencement of construction of the aforementioned wastewater collection and transmission system.

In order to qualify for credits pursuant to this Agreement, construction hereunder shall require HICKORY HILL to request bids and to award a contract to the lowest responsive and responsible bidder. DISTRICT representatives shall be notified of the opportunity to participate in bid solicitation, advertisement and review, and to advise with respect to the selection of the lowest responsive and responsible bidder.

4.05 Conveyance Of The Wastewater Collection And Transmission Systems. After final inspection and acceptance by the DISTRICT of the off-site

wastewater transmission system and the on-site wastewater collection and transmission system, the DISTRICT shall be responsible for all maintenance and operation of said lines and facilities without further cost to HICKORY HILL.

HICKORY HILL agrees to secure a warranty bond from the contractor to repair or replace (at the option of the DISTRICT) any wastewater transmission lines, pump stations and other facilities which may have construction or installation defects for a period of twelve (12) months from the date of conveyance to the DISTRICT, provided that said lines, pump stations and facilities have been properly operated and maintained by the DISTRICT. HICKORY HILL shall convey all on-site and off-site lines, pump stations and facilities to the DISTRICT by means of a letter of dedication, an example of which is attached hereto as Exhibit C. Further, said dedication shall specifically include all on-site facilities by plat dedication pursuant to Hernando County Subdivision Regulations. Upon acceptance, all on-site lines, pump stations and other facilities shall be placed by HICKORY HILL in utility easements granted to the DISTRICT or in rights-of-way provided by HICKORY HILL.

4.06 Credits Against Wastewater Connection Fees. In exchange for the construction and installation of the off-site wastewater collection and transmission system, and the sewer force main, including lift stations, identified and

contemplated in this AGREEMENT, HICKORY HILL shall be entitled to a credit for wastewater connection fees as more particularly described below.

The amount of credit for wastewater connection fees shall be determined according to the following standards of valuation:

A. In the case of contributions of construction or installation of improvements, the value of HICKORY HILL's proposed contribution shall be adjusted upon completion of the construction to reflect the actual cost of construction or installation of improvements experienced by HICKORY HILL. Upon completion of construction or installation of any facilities by HICKORY HILL, the DISTRICT shall be notified in writing that the construction or installation is complete and the actual cost of construction of installation.

Wastewater connection fee credits shall be based on the rate in effect at the time the written notice is received by the DISTRICT. The actual cost of construction or installation shall be mutually agreeable and neither party shall unreasonably withhold its agreement as to the actual cost. The initial estimate of costs for contributions under this AGREEMENT is detailed in Exhibit E.

B. The credit for wastewater connection fees identified herein shall run with the property described in Exhibit A and shall not exceed the amount of wastewater connection fees due on one hundred percent (100%) of the 1,750 single family dwelling units, related facilities and amenities and 50,000 square feet of

retail/office planned on the property. It shall be HICKORY HILL's obligation to notify the DISTRICT that a credit is available, each time HICKORY HILL applies for a building permit. All credits shall be freely assignable throughout the property.

C. The duration or availability of credits pursuant to this AGREEMENT shall be available to HICKORY HILL, its successors and/or assigns, for a period of twenty (20) years from the date of completion of construction or installation of improvements for the PROJECT.

D. HICKORY HILL shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost of construction or installation of any improvements. This information shall be available to the DISTRICT, for audit, inspection, or copying, for a minimum of five (5) years from the termination of this AGREEMENT.

E. Each contribution for credit by HICKORY HILL must fall into one of the following three (3) categories: (1) subregional wastewater treatment facilities; (2) subregional wastewater off-site transmission; or (3) non-subregional off-site facilities. The amount of credit for each of these categories shall not exceed the amount of the fee allocated to that category multiplied by 1,750 plus the number of ERUs determined for the 50,000 square feet of retail/office and the associated amenities and facilities.

4.07 Examples Of Determining Wastewater Connection Fee Credits.

For purposes of illustrating how wastewater collection fee credits shall be determined, the following example has been prepared. Assume HICKORY HILL constructs wastewater improvements valued at the following amounts and categorized as listed: (1) subregional wastewater treatment facilities - \$750,000; (2) subregional wastewater offsite transmission facilities - \$180,000 or (3) non-subregional off-site facilities - \$240,000. Also assume that at the time the foregoing improvements are completed and accepted by the County, the County's wastewater connection fee per ERU totals \$3,500 and is broken down as follows: (1) subregional wastewater treatment facilities - \$2,000; (2) subregional wastewater off-site transmission facilities - \$900; and (3) non-subregional off-site facilities - \$600. HICKORY HILL will receive 375 ERU credits toward subregional wastewater treatment; 200 ERU credits towards subregional wastewater off-site transmission facilities and 400 ERU credits towards non-subregional off-site facilities. In the event of an increase in the wastewater connection fee or the amount allocated to any category, there will be no impact on the number of credits held by HICKORY HILL. In other words, even if the wastewater connection fee increases, HICKORY HILL's credits will remain unchanged or unaffected.

5. RECLAIMED WATER.

5.01 Overview. HICKORY HILL has a need for at least an annual average of one million gallons per day (1 mgd) of reclaimed water. The DISTRICT would like to provide reclaimed water to the PROJECT, subject to the available flows into the Ridge Manor WWTP (“Plant”) and thus depending on the rate of development in the Plant’s service area. In order to provide reclaimed water to the PROJECT, various improvements will be necessary, including improvements to the Plant, new transmission main and pump stations.

HICKORY HILL has applied for cooperative funding through the Southwest Florida Water Management District (SWFWMD) to assist in the costs for the proposed reclaimed water system. HICKORY HILL intends to proceed with the PROJECT regardless of availability of funding through SWFWMD.

The parties understand that the DISTRICT’s supply obligation hereunder is based upon and shall correspond with wastewater flows into the Plant and that, if other areas in the Plant’s service area do not develop at a rate comparable to HICKORY HILL, the DISTRICT’s obligations hereunder shall be based upon flows into the Plant.

Based upon and qualified by the foregoing, the DISTRICT agrees that the supply commitment herein shall be effective for a period of twenty (20) years from the date that reclaimed water service is initially made available to the point of delivery for the PROJECT. To the extent that available flows permit supply of

more than one million gallons per day of reclaimed water, the DISTRICT shall give HICKORY HILL written notice of a first right of refusal of such excess flows at then-current rates as set by the DISTRICT's governing body with due consideration to operation and maintenance costs. If HICKORY HILL does not affirmatively agree to accept any amount of excess flows by written response within ninety (90) days of notice, the DISTRICT may supply such excess flows to any other property in the Plant's service area, whether or not such supply would utilize any portion of the transmission lines constructed hereunder by HICKORY HILL.

5.02 Improvements to Ridge Manor WWTP. The Ridge Manor WWTP currently operates as a Class I facility with a FDEP approved capacity of 0.75 mgd. It is anticipated that the DISTRICT will upgrade the facility in the future to 3.0 mgd as part of its Capital Improvement Program (CIP), based on development needs in the Plant's service area. In order to generate reclaimed water in compliance with the FDEP requirements, the DISTRICT will have to make improvements to the Plant. These improvements include designing, constructing, permitting, filters, additional instrumentation controls, transfer pumps and ancillary equipment and will be paid for by HICKORY HILL. These proposed improvements and estimated costs are shown on Exhibit "F".

5.03 Reclaimed Water Transmission Main. HICKORY HILL will be responsible for designing, permitting and constructing an estimated 20,000 linear feet (lf) of reclaimed water transmission line (as depicted in Exhibit “G”) that will connect the Plant to the designated point of delivery adjacent to the HICKORY HILL project, which line shall be sized to facilitate committed and first refusal right flows hereunder. This pipeline will be paid for by HICKORY HILL and shall be installed in conjunction with the proposed wastewater force main to the PROJECT. In order to qualify for credits pursuant to this Agreement, construction hereunder shall require HICKORY HILL to request bids and to award a contract to the lowest responsive and responsible bidder. DISTRICT representatives shall be notified of the opportunity to participate in bid solicitation, advertisement and review, and to advise with respect to the selection of the lowest responsive and responsible bidder.

5.04 Hickory Hill Receiving Ponds and Pump Stations. HICKORY HILL will be responsible for designing, permitting and constructing three (3) lined ponds, one (1) transfer pump station and three (3) master reclaimed water pump stations. The three ponds shall be sized to cumulatively accommodate a minimum of three days of reclaimed water storage on-site for the PROJECT. Three (3) master pump stations will be located at each of the lined ponds to convey reclaimed water to the respective golf course irrigation systems as well as to

accommodate the other irrigation needs of the community (e.g. residential, common areas, etc). One (1) transfer pump station will be located at Pond “A” to transfer the reclaimed water received from Ridge Manor WWTP to Ponds “B” and “C”.

The DISTRICT shall be responsible for independently providing storage necessary for wet weather conditions or for effluent water from the Ridge Manor WWTP that does not comply with FDEP requirements, except to the extent that the parties agree otherwise in a written modification of this Agreement.

5.05 On-site Reclaimed Distribution System. HICKORY HILL agrees to be responsible for designing, permitting and constructing an on-site reclaimed transmission system for the PROJECT. Reclaimed water lines will be provided for golf courses as well as to accommodate the other irrigation needs of the community (e.g. residential, common areas, etc). This on-site portion of reclaimed distribution system will be constructed in phases on a schedule consistent with the phased construction of the PROJECT.

5.06 Right of Way and Easements. To the maximum extent practical and feasible, HICKORY HILL shall locate all off-site lines for reclaimed water in right-of-way owned or controlled by the DISTRICT or HERNANDO COUNTY. In the event it is necessary to utilize a route through privately owned property, HICKORY HILL shall make good faith efforts to acquire said right-of-way

through the privately owned property. In the event HICKORY HILL is unsuccessful in acquiring the right-of-way, HICKORY HILL shall advise the DISTRICT in writing and the DISTRICT shall be responsible for acquiring the right-of-way or designating a new route for HICKORY HILL to utilize.

5.07 Maintenance of System. The DISTRICT shall be responsible for the maintenance and operation of the improvements at the Ridge Manor WWTP and the reclaimed water improvements up to the point of delivery to HICKORY HILL. All operation and maintenance beyond the point of delivery shall be the responsibility of HICKORY HILL. If grant funding is provided by SWFWMD, HICKORY HILL shall be responsible for establishing an escrow account for future maintenance.

5.08 Plans And Specifications. HICKORY HILL agrees to prepare or have prepared plans and specifications necessary for the construction of all on-site and off-site reclaimed facilities described in this AGREEMENT. All engineering and survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings to the DISTRICT shall be at the expense of HICKORY HILL.

HICKORY HILL also agrees to provide the DISTRICT with a set of "As built" or "record" drawings on computer diskette. HICKORY HILL agrees that

before the plans and specifications are submitted for review by any regulatory body, the plans and specifications shall have been submitted to and approved by the DISTRICT. Review of the plans and specifications shall occur on 30, 60, 90 and 100% intervals.

Plans and specifications shall be either approved or disapproved within ten (10) business days of the date on which such documents are submitted to the DISTRICT and approval of such plans and specifications shall not be unreasonably withheld. HICKORY HILL further agrees that it will obtain all necessary construction permits before commencement of construction of the aforementioned reclaimed system.

The reclaimed water system shall be constructed and installed in accordance with FDEP regulations and Hernando County Codes and Standards, as may be applicable and pertaining thereto. Upon DISTRICT acceptance of construction of off-site facilities, HICKORY HILL shall execute and deliver appropriate documents of dedication of such facilities to the DISTRICT. The dedication shall expressly assign any applicable warranties. To the extent warranties are not assignable, the DISTRICT may require that delivery of dedication instruments be made only at the end of any warranty period or after the completion of any work under the warranty, whichever is later.

5.09 Cost Allocation & Reimbursement of Improvements. HICKORY

HILL shall provide for all design, permitting, easements, and construction costs associated with the improvement for which it is responsible as identified above.

Upon execution of this AGREEMENT, HICKORY HILL and the DISTRICT will apply jointly to SWFWMD for grant funding of the projects. Each party agrees to assist in successfully obtaining grant funds from SWFWMD. All payments received from SWFWMD shall be reimbursed to HICKORY HILL within 14 days of receipt by the DISTRICT.

5.10 Cost of Water. Exhibit "F" has defined the projected costs to the DISTRICT in order for it to convey the reclaimed water to the PROJECT. These costs are based on the projected operational costs of the DISTRICT. These costs include increased staffing, chemical, laboratory testing and electrical costs. All other costs will be borne by HICKORY HILL as stipulated in this AGREEMENT. The DISTRICT has established an initial unitary rate of \$0.26 per 1,000 gallons of reclaimed water delivered to the PROJECT, subject to approval by the DISTRICT's governing body. Such rate may be amended from time to time by the DISTRICT's governing body as may be justified by operating and maintenance costs, pursuant to advertisement, public notice and hearing thereon, pursuant to the DISTRICT's Operating and Rate Ordinance.

The actual amount of reclaimed water supplied shall be determined from the master meter located at a point of delivery. If, at a future date once supplies to the Project have begun, the parties determine that each may mutually benefit from storage of excess supply on the HICKORY HILL property, the parties shall negotiate any appropriate credits to HICKORY HILL for such storage.

5.11 Responsibilities of the DISTRICT. The DISTRICT shall maintain and operate the reclaimed facilities identified and contemplated in this AGREEMENT. Upon initial supply of reclaimed water to HICKORY HILL, and except in cases where reclaimed supply is interrupted by circumstances beyond the DISTRICT's control, the DISTRICT agrees to maintain and operate the reclaimed facilities for a minimum of twenty years from the initial date of reclaimed supply, provided that HICKORY HILL is in compliance with its responsibilities hereunder, including but not limited to payment of rates, as amended from time to time, based on the amount of reclaimed water supplied to the point of delivery, as further provided and qualified herein.

6. GENERAL PROVISIONS.

6.01 Compliance With Ordinance. The DISTRICT and HICKORY HILL agree that this AGREEMENT acknowledges a request for potable water, reclaim water and wastewater service from the DISTRICT. This AGREEMENT further provides terms hereof which constitute the response to HICKORY HILL's request

for potable water, reclaim water and wastewater treatment services and the availability of such service is based upon the terms of this AGREEMENT. This AGREEMENT constitutes a formal commitment from the DISTRICT to HICKORY HILL to provide potable water, reclaim water and wastewater treatment services to HICKORY HILL. Potable water, reclaim water and wastewater treatment services as outlined in this AGREEMENT are contingent upon the DISTRICT's final acceptance of the potable water, reclaim water and wastewater transmission lines and facilities as well as the receipt of connection fees as specified in this AGREEMENT. The DISTRICT shall accept said facilities so long as they are built in accordance with the provisions of this AGREEMENT and certified by an engineer licensed by the State of Florida to have been built substantially in accordance with the approved plans and specifications.

6.02 Service Rates. The rates for potable water and wastewater treatment service to be charged to the PROJECT shall be those rates as set forth by the DISTRICT, in its ordinance entitled "An Ordinance Promulgating the Rates to be Charged for Use of the District Water and Sewer Services", as amended.

6.03 Right-Of-Way. To the maximum extent practical and feasible, HICKORY HILL shall locate all off-site lines for water, reclaim water and wastewater in right-of-way owned or controlled by the DISTRICT or

HERNANDO COUNTY. In the event it is necessary to utilize a route through privately owned property, HICKORY HILL shall make good faith efforts to acquire said right-of-way through the privately owned property. In the event HICKORY HILL is unsuccessful in acquiring the right-of-way, HICKORY HILL shall advise the DISTRICT in writing and the DISTRICT shall be responsible for acquiring the right-of-way or designating a new route for HICKORY HILL to utilize. The costs incurred in acquiring the right-of-way shall be entitled to a credit for connection fees.

6.04 Oversizing. The DISTRICT shall have the right, in its sole discretion to require HICKORY HILL to oversize (other than what is needed for the projected flows of the PROJECT or the minimum size required by DISTRICT standards) HICKORY HILL's water, reclaim water and wastewater lines and facilities provided for herein. Provided, however, that such request must be made by the DISTRICT concurrent with the DISTRICT's review of the first construction plans, so that HICKORY HILL's planning, engineering and design of the affected utility infrastructure is not unreasonably delayed and the DISTRICT reimburses HICKORY HILL for the cost of such oversizing within thirty (30) days after substantial completion of the affected infrastructure.

6.05 Failure To Perform. The parties agree that failure or delay of the DISTRICT or HICKORY HILL in performing any of the terms of this

AGREEMENT shall be excused if and to the extent the failure or delay is caused by acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulations, or the order or action of any court or agency or instrumentality of any government, or any other cause or causes beyond the control of HICKORY HILL or the DISTRICT.

6.06 Agency Approvals. Potable water, reclaim water and wastewater service by the DISTRICT is contingent upon applicable federal, state and county regulatory agency permits and approvals. Should federal, state or local permits and/or approvals for service to the PROJECT be denied or withheld, this AGREEMENT shall be null and void.

6.07 Indemnification. HICKORY HILL agrees to protect, indemnify and hold the DISTRICT harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of HICKORY HILL's servants, agents, or employees arising out of the installation of water, reclaim water and wastewater facilities by HICKORY HILL.

6.08 Miscellaneous. This AGREEMENT may not be changed, orally, but only by instrument in writing signed by the parties. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope of intent of this AGREEMENT or the paragraphs or provisions herein. Failure of either party to exercise any right or power given

hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either parties right to demand strict compliance with the terms and provision of this AGREEMENT. Neither party shall declare the other in default of the provision of this AGREEMENT without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

6.09 Pre-Construction Conference. A pre-construction conference for both on-site water, reclaim water and wastewater construction as well as off-site water, reclaim water and wastewater construction shall be held by HICKORY HILL and the DISTRICT shall be notified of said conferences and be allowed to attend and make comments.

6.10 Notification Of Inspector. HICKORY HILL's engineer shall notify the DISTRICT to arrange for the DISTRICT's inspector to be present when actual connection is made to both the DISTRICT's water, reclaim water and wastewater lines.

6.11 Severability. In the event any one or more provisions contained in this AGREEMENT shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any

other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

6.12 Assignment. This AGREEMENT may be assigned by HICKORY HILL only with the prior consent of the DISTRICT, which shall not be unreasonably withheld. The request for prior consent shall be requested at least thirty (30) days prior to said assignment.

6.13 Binding Effect. This AGREEMENT shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

6.14 Cooperation. Each party shall fully cooperate with and assist the other in obtaining and complying with all necessary permits, consents, and approvals as required by law for each party's operations, to be performed under this AGREEMENT. Each party's cooperation with the other shall include, but not be limited to, the execution and consent to the filing of any necessary documents and applications with governmental agencies to accomplish the purposes set forth in this AGREEMENT, including seeking financial assistance for the planning, design or construction of the water, reclaim water and wastewater facilities described herein. Each party shall comply with the terms and conditions of all applicable permits as they may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2007. **SIGNED, SEALED and DELIVERED** in the presence of:

HERNANDO COUNTY WATER AND SEWER DISTRICT

Attest: _____
Karen Nicolai
Clerk of the Circuit Court

By: _____
Chairperson

HICKORY HILL, LLC

By: _____
President

STATE OF _____
COUNTY OF _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____ on behalf of Hickory Hills, LLC. He is personally known to me or has produced _____ (type of ID) as identification and did (did not) take an oath.

(SEAL)

Notary Public, State of _____

My Commission expires

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



Kent Weissinger
Assistant County Attorney

Exhibits

- A. Legal description of PROJECT.
- B. Potable Water Connection and Wastewater Connection.
- C. Letter of Dedication (example).
- D. Perpetual Utility Easement (example).
- E. Projected Costs of Water and Wastewater Improvements
- F. Projected Costs of Reclaimed Water Improvements
- G. Depiction of Reclaimed Water Transmission Line

1774011v12 - Hickory Hill Water, Sewer And Reclaimed Water 4 16 07

EXHIBIT A

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

AND

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

AND

THE NORTHEAST 1/4; THE NORTH 1/2 OF THE NORTHWEST 1/4; THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

AND

ALL OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA.

AND

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA.

AND

ALL, LESS THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY AND LESS RIGHT-OF-WAY FOR INTERSTATE 75.

AND

THE WEST 1/2; THE NORTHEAST 1/4; THE NORTH 3/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4; ALL IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY AND LESS RIGHT-OF-WAY FOR INTERSTATE 75.

AND

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 LESS A PARCEL DESCRIBED AS: BEGINNING AT A POINT 50 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION AND PROCEEDING IN A NORTHEASTERLY DIRECTION TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION, THEN SOUTH TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST TO THE POINT OF BEGINNING; AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RIGHT-OF-WAY OF I-75 (STATE ROAD 93); AND THE WEST 50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE WEST 50 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RIGHT-OF-WAY OF I-75 (STATE ROAD 93); AND THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING EAST OF THE RIGHT-OF-WAY OF I-75 (STATE ROAD 93). AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

TOGETHER WITH:

THE NORTH 1950 FEET OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA.
CONTAINING 118.65 ACRES, MORE OR LESS.

AND

THE WEST 300 FEET OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS THE NORTH 1950 FEET OF THE WEST 1/2 OF SAID SECTION 26 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 26, N00°15'24"W, 79.99 FEET TO THE NORTH RIGHT-OF-WAY OF STATE ROAD S-422 AND THE POINT OF BEGINNING; THENCE N00°15'24"W, 2583.19 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 26; THENCE CONTINUE ALONG SAID WEST BOUNDARY N00°14'01"W, 701.80 FEET; THENCE S88°48'13"E, 300.09 FEET; THENCE S00°14'01"E, 694.25 FEET; THENCE S00°15'24"E, 2585.38 FEET TO THE NORTH RIGHT-OF-WAY OF STATE ROAD S-422; THENCE ALONG SAID RIGHT-OF-WAY N89°48'39"W, 300.01 FEET TO THE POINT OF BEGINNING.
CONTAINING 22.61 ACRES, MORE OR LESS.

EXHIBIT C

Hernando County Utilities Department
21030 Cortez Boulevard
Brooksville, FL 34601

Letter of Dedication

KNOW ALL MEN BY THESE PRESENTS:

That *(Developer Name)* a *(Corporation, Governing Body, etc.)* organized and existing under and by virtue of the laws of the State of Florida, having its principal place of business in the City of *(City)* -and County of *(County)* - in the State of Florida, of the first part, for and in consideration of the sum of *(See Note 1)* Dollars (\$_), in lawful money (and other good and valuable considerations unto it moving) to it paid by the Hernando County Utilities Department, of the City of Brooksville, County of Hernando, and State of Florida, of the second part, the sufficiency and receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, *(Description of the facilities to be Dedicated)* and assigns all those certain goods and chattels, described as follows:

Project Name

County System Connecting To:

LIST OF MATERIALS *(See Note 2)*

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Prices</i>	<i>Extended Price</i>
1)					
2)					

TO HAVE AND TO HOLD the same unto the party of the second part, Hernando County Utilities Department and assigns forever. And the party of the first part, for itself and its successors, hereby covenants to and with the party of the second part Hernando County Utilities Department, and assigns that it is the lawful owner of the said goods and chattels; that they are free from all liens and encumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its officer, hereunto duly authorized, this day of 2

By:

(Signature)

Typed Name:

Typed Title:

Signed, sealed and delivered in the presence of:

Witnesses:

(Signature)

(Signature)

Typed Name:

Name typed:

State of Florida

County of

The foregoing instrument was acknowledged before me this day of 2_ by who is personally known to me or has produced *(Type of identification)* as identification and who did/did not take an oath.

Name typed:

Notary Public:

My Commission expires:

Note 1: \$ 10. 00 typical dollar amount.

Note 2. If item is too lengthy, create an Exhibit "A ". Put name of project, date, etc, on Exhibit "A 'for reference,

EXHIBIT D
GRANT OF PERPETUAL
UTILITY EASEMENT

THIS GRANT OF PERPETUAL UTILITY EASEMENT, made this _____ day of _____ A.D. 2003, between, _____, whose address is 18106 Powell Road, Brooksville, FL, 34609, here and after referred to as "GRANTOR", and HERNANDO COUNTY WATER AND SEWER DISTRICT, a body corporate and politic, whose address is 21030 Cortez Boulevard, Brooksville, FL 34601, hereinafter referred to as "GRANTEE",

WHEREAS, _____, are the owners of the following described property: 2.3 Acres MOL in NE ¼ of NW ¼ of Section 17, Township 23 South, Range 19 East as described in the official records of Hernando County, Florida, Book 1130, Page 89 and Book 1294, Page 1213. Property Appraiser's Number R17 423 19 0000 0180 0020.

NOW THEREFORE, in consideration of ten dollars, receipt whereof is hereby acknowledged, and other good and valuable consideration, said, GRANTOR grants to GRANTEE as follows:

THAT, the GRANTOR hereby grants and conveys a perpetual easement to GRANTEE for the construction, survey, operation, maintenance, repair, removal or replacement of county-owned utilities in, over and upon the above described property of GRANTOR, more particularly described as the eastern fifteen feet parallel with the eastern property boundary of the parcel and a five-foot wide strip of property running parallel with the proposed southerly right-of-way line of Powell Road as shown in Exhibit "A" a boundary survey by TMC Surveying, 310 East Jefferson Street, Brooksville, FL 34601 dated April '8, 2003 and certified to Michael Ray, attached on said lands of the GRANTOR, together with all rights of ingress and egress across the land of GRANTOR necessary for the exercise of the rights of GRANTEE under this easement.

THAT, the GRANTEE in consideration of easement from GRANTOR, shall restore the property to original or better condition following installation and/or maintenance of the waterline.

IN WITNESS WHEREOF, GRANTOR has executed this Grant of Perpetual Utility Easement on the date first written above.

SIGNED, SEALED, and DELIVERED in our presence:

Witness
By: _____

Witness
By: _____

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, _____, who is personally known to me or who have produced _____ as identification.

STATE OF FLORIDA

Notary Public

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, _____, who is personally known to me or who have produced _____ as identification.

STATE OF FLORIDA

Notary Public

This document produced by:
Hernando County Utilities Department
21030 Cortez Boulevard
Brooksville, FL 34601

EXHIBIT E

PROJECTED COSTS OF WATER AND WASTEWATER IMPROVEMENTS

I. WATER

A. Well, Pump and Water Line From Wellsite to Water Treatment Plant

Project Name: Lockhart Rd. Raw Water Line to Water Treatment Plant
Project Description: Design, permitting & construction of 16-inch well, pump and 3,300 LF of 12-inch PVC raw water line from Hickory Hill wellsite to Lockhart Rd. WTP.

Cost: Design: \$100,000
Construction: \$475,000

TOTAL \$575,000

B. Potable Transmission to Hickory Hill Point of Connection

Project Name: Lockhart Road Transmission System
Project Description: Design, permitting & construction of 8200 LF of 20-inch DIP on Lockhart Rd. from the WTP to Hickory Hill.

Cost: Design: \$232,000
Construction: \$1,314,000

TOTAL \$1,546,000

II. WASTEWATER

A. Forcemain

Project Name: Hickory Hill Force Main Transmission to Ridge Manor Project
Project Description: 14,500 LF 12-inch force main from Hickory Hills to RM SWWTP to transmit wastewater flows from Hickory Hill to the RM SWWTP.

Cost: Design: \$156,000
Construction: \$884,000

TOTAL: \$1,040,000

EXHIBIT F
PROJECTED COSTS OF RECLAIMED WATER IMPROVEMENTS

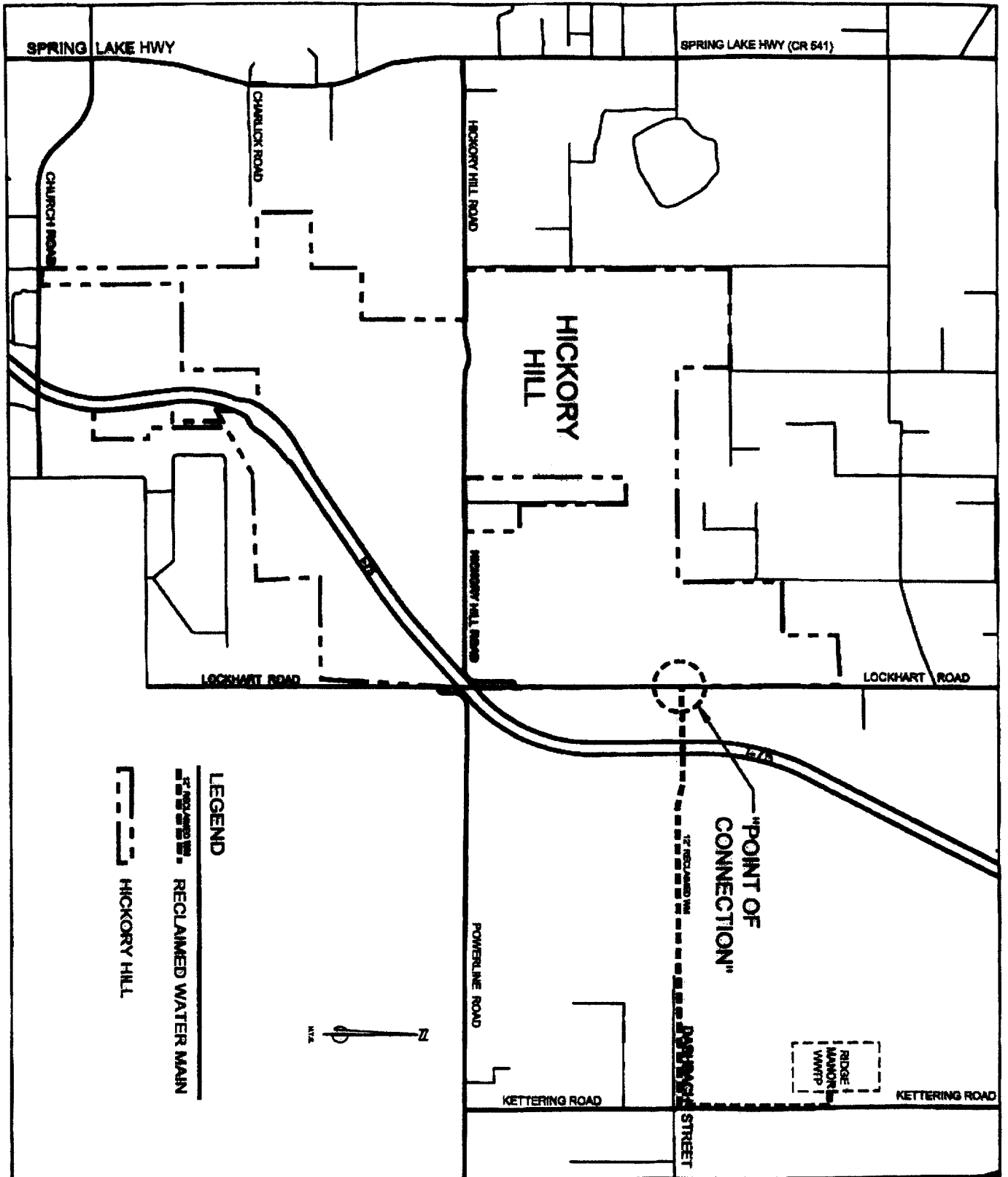
A. Plant Retrofit

Project Name: Ridge Manor SWWTP Reclaimed Water Facilities
Project Description: Retrofit Ridge Manor SWWTP with reclaimed water treatment facilities, at developer's expense. This will provide reclaimed water for the Hickory Hill subdivision.
Cost: Design: \$250,000
Construction: \$1,550,000
TOTAL \$1,800,000

B. Transmission Line to Hickory Hill Point of Connection

Project Name: Ridge Manor Reclaimed Water Trans to Hickory Hill
Project Description: Reclaimed 15,000 LF 12-inch PVC water transmission line from Ridge Manor SWWTP to Hickory Hill
Cost: Design: \$230,000
Construction: \$1,522,500
TOTAL \$1,752,500

EXHIBIT G



LEGEND

--- RECLAIMED WATER MAIN

--- HICKORY HILL



DRAWING G	NO.	DATE	BY	REVISION

SCALE: AS SHOWN
 THIS DRAWING IS THE PROPERTY OF COASTAL WATER MANAGEMENT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COASTAL WATER MANAGEMENT.

Coastal Water Management
 666 Coastal Boulevard • Dunedin • Florida 34622
 (813) 774-6100 • Fax (813) 774-6200
 www.coastalwater.com

PROJECT NO. 04110
 SHEET NO. 04110-01

RECLAIMED WATER TRANSMISSION LINE
 "POINT OF CONNECTION"
 HICKORY HILL
 HERNANDO COUNTY, FLORIDA