

Prepared by and Return To:
County Attorney's Office
20 North Main Street, Suite 462
Brooksville, FL 34601-2850

INSTR #2023055552 BK: 4338 PG: 60 Page 1 of 16
FILED & RECORDED 9/8/2023 10:56 AM CVW Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: \$137.50

Parcel ID Number: R06 423 21 0000 0060 0000

AMENDMENT NO. 5 TO TRILBY CROSSING WATER AND SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of August, 2023, by and between the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the "**DISTRICT**", and LGI Homes-Florida, LLC, a Florida limited liability company, hereinafter referred to as the "**DEVELOPER**", constitutes Amendment No. 5 to the Trilby Crossing Water and Sewer Service Agreement between the parties dated June 25, 2019, and recorded on July 5, 2019, in Official Records Book 3724, Page 1262, Public Records of Hernando County, Florida, as amended by Amendment No. 1 to Trilby Crossing Water and Sewer Service Agreement dated January 26, 2021, and recorded on January 29, 2021, in Official Records Book 3945, Page 1740, Public Records of Hernando County, Florida, Amendment No. 2 to Trilby Crossing Water and Sewer Service Agreement dated July 13, 2021, and recorded on July 14, 2021, in Official Records Book 4026, Page 1092, Public Records of Hernando County, Florida, Amendment No. 3 to Trilby Crossing Water and Sewer Service Agreement dated January 11, 2022, and recorded on January 13, 2022, in Official Records Book 4113, Page 1051, Public Records of Hernando County, Florida, and Amendment No. 4 to Trilby Crossing Water and Sewer Service Agreement dated June 28, 2022, and recorded on July 1, 2022, in Official Records Book 4191, Page 0001, Public Records of Hernando County, Florida.

RECITALS

WHEREAS, the **DISTRICT** and the **DEVELOPER** entered into the Trilby Crossing Water and Sewer Service Agreement dated June 25, 2019, which was recorded on July 5, 2019, in Official Records Book 3724, Page 1262, Public Records of Hernando County, Florida (the "**AGREEMENT**"); and

WHEREAS, the **AGREEMENT** sets forth the terms, conditions, provisions and obligations for both parties with respect to the provision of a potable water supply and distribution system and a wastewater collection and treatment system to service a single-family residential development known as Trilby Crossing (the "**PROJECT**") located on property owned by the **DEVELOPER** and described on Exhibit "A" to the **AGREEMENT**; and

WHEREAS, the **AGREEMENT** sets forth additional terms, conditions, provisions and obligations for both parties with respect to the provision of upgrades and improvements to the Lockhart Water Treatment Plant and construction, installation and extension of water distribution system facilities connecting the water plant site to the **PROJECT** as depicted on Exhibit "B" to the **AGREEMENT** (the "**WATER SYSTEM IMPROVEMENTS**"); and

WHEREAS, paragraph 1 of section C of the **AGREEMENT** provides that the **DEVELOPER** shall complete construction of all **WATER SYSTEM IMPROVEMENTS** no later than eighteen (18) months from the date of execution of the **AGREEMENT** by both parties; and

WHEREAS, the **DISTRICT** and the **DEVELOPER** entered into Amendment No. 1 to the **AGREEMENT** dated January 26, 2021, which was recorded on January 29, 2021, in Official Records Book 3945, Page 1740, Public Records of Hernando County, Florida ("**AMENDMENT NO. 1**" to the **AGREEMENT**); and

WHEREAS, **AMENDMENT NO. 1** to the **AGREEMENT** extended the time for completion of construction of the **WATER SYSTEM IMPROVEMENTS** by the **DEVELOPER** for an additional twelve (12) months; and

WHEREAS, the **DISTRICT** and the **DEVELOPER** entered into Amendment No. 2 to the **AGREEMENT** dated July 13, 2021, which was recorded on July 14, 2021, in Official Records Book 4026, Page 1092, Public Records of Hernando County, Florida ("**AMENDMENT NO. 2**" to the **AGREEMENT**); and

WHEREAS, **AMENDMENT NO. 2** to the **AGREEMENT** identified specific items on the Bid Schedule for the **WATER SYSTEM IMPROVEMENTS** to be paid by each party and the total costs to be reimbursed by the **DISTRICT**; and

WHEREAS, **AMENDMENT NO. 2** to the **AGREEMENT** also substituted the **DEVELOPER** in place of the successful bidder to provide and execute the Performance and Payment Bond for construction of the **WATER SYSTEM IMPROVEMENTS**; and

WHEREAS, the **DISTRICT** and the **DEVELOPER** entered into Amendment No. 3 to the **AGREEMENT** dated January 11, 2022, which was recorded on January 13, 2022, in Official Records Book 4113, Page 1051, Public Records of Hernando County, Florida ("**AMENDMENT NO. 3**" to the **AGREEMENT**); and

WHEREAS, **AMENDMENT NO. 3** to the **AGREEMENT** extended the time for completion of construction of the **WATER SYSTEM IMPROVEMENTS** by the **DEVELOPER** until March 31, 2022; and

WHEREAS, the **DISTRICT** and the **DEVELOPER** entered into Amendment No. 4 to the **AGREEMENT** dated June 28, 2022, which was recorded on July 1, 2022 in Official Records Book 4191, Page 0001, Public Records of Hernando County, Florida ("**AMENDMENT NO. 4**" to the **AGREEMENT**); and

WHEREAS, **AMENDMENT NO. 4** to the **AGREEMENT** further extended the time for completion of construction of the **WATER SYSTEM IMPROVEMENTS** by the **DEVELOPER** until September 30, 2022; and

WHEREAS, the parties desire to amend the **AGREEMENT** to reimburse the **DEVELOPER** for materials purchased and installed by the contractor for PRV modifications outside the original scope of the project in the amount of \$7,116.40 (contractor to be reimbursed by the **DEVELOPER**).

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 hereinafter set forth and contained, the parties hereto covenant and agree each with the other as follows:

Section 1. Recitals. The above Recitals are true and correct and form a material part of this Amendment No. 5.

Section 2. Amendment of paragraph 1 of section C of **AGREEMENT**. The **AGREEMENT** between the parties, as amended by **AMENDMENT NO. 1, AMENDMENT NO. 2, AMENDMENT NO. 3** and **AMENDMENT NO. 4** to the **AGREEMENT**, is hereby amended by the revision of paragraph 1 of section C as follows:

C. WATER SYSTEM IMPROVEMENTS

1. Construction of WATER SYSTEM IMPROVEMENTS. The **DEVELOPER** agrees to upgrade, improve, construct, install and extend the **WATER SYSTEM IMPROVEMENTS** in accordance with engineered plans and specifications to ensure that the water distribution system can provide the necessary flow and pressure to serve the **PROJECT**. The **WATER SYSTEM IMPROVEMENTS** to be provided by the **DEVELOPER** include the following:

- a. Install additional pilots and gauges for the Lockhart Water Treatment Plant to allow better flow management between Lockhart Water Treatment Plant and the Ridge Manor West Water Treatment Plant and redundancy in the Hernando East water distribution system, with the cost of the pump, pipeline and construction to be paid for by the **DISTRICT**.
- b. At the **DISTRICT**'s cost and expense, install associated pipes and appurtenances, if necessary, to supply appropriate flow and pressure to the **PROJECT** and adjacent service area (see Exhibit C).
- c. Install a new pump in an existing unused well on the Lockhart Water Treatment Plant site and a pipeline from the well to the water plant, with the cost of the pump, pipeline and construction to be paid for by the **DISTRICT**.
- d. At the **DEVELOPER**'s cost and expense, install a new hydropneumatic tank and associated pipes and appurtenances, if necessary, to supply appropriate flow and pressure to the **PROJECT** and adjacent service area.

- e. At the **DEVELOPER's** cost and expense, install electrical and instrumentation upgrades at the Lockhart Water Treatment Plant required to operate the new well pump and hydropneumatic tank.
- f. At the **DEVELOPER's** cost and expense, prepare hydraulic modeling for the water distribution system to determine whether pressure reducing/sustaining valves (PRSV) are needed to maintain the required level of service. The cost of any PRSV and construction outside the boundaries of the **PROJECT** will be paid for by the **DISTRICT**. The **DEVELOPER** will pay all costs and expenses for any necessary PRSV and construction within the boundaries of the **PROJECT**.
- g. At the **DEVELOPER's** cost and expense, convey to the **DISTRICT** property of sufficient size and at a site acceptable to the **DISTRICT** located within the boundaries of the **PROJECT** for a future raw water supply well and raw water pipeline. The **DEVELOPER** shall provide and execute a deed and/or easement acceptable to the **DISTRICT** over property adequate for construction and installation of the raw water supply well and raw water main and shall grant access to the **DISTRICT** for ongoing operation, maintenance and repair.
- h. Install a 16-inch diameter water main from the Lockhart Water Treatment Plant to Lockhart Road on the water plant site, with the cost of the water main and construction to be paid for by the **DISTRICT**.
- i. At the **DEVELOPER's** cost and expense, install a 16-inch diameter water main from the Lockhart Water Treatment Plant site along Lockhart Road to the **PROJECT** boundaries. Prior to completion of the **WATER SYSTEM IMPROVEMENTS**, the **DEVELOPER** may request funds from the **DISTRICT** for the water main and construction to cover the cost of upsizing the water pipe from 12 inches in diameter to 16 inches in diameter.
- j. At the **DEVELOPER's** cost and expense, install a 12-inch diameter water main on the **PROJECT** site from Lockhart Road to 1-75 along the proposed Old Trilby Road extension.
- k. At the **DEVELOPER's** cost and expense, prepare engineering design necessary for the **WATER SYSTEM IMPROVEMENTS** described in this section. Engineering design includes, but is not limited to, sizing of pumps and pipes, hydraulic analyses, electrical and instrumentation, and analysis of generator sufficiency. The **DEVELOPER** will pay all costs and expenses for any additional electric generator capacity required to operate the **WATER SYSTEM IMPROVEMENTS**.

The **DEVELOPER** will provide finished plans and specifications to the **DISTRICT** for bidding and construction of the **WATER SYSTEM IMPROVEMENTS**. Bidding shall conform to the requirements of paragraph 2 of Section C below. The **DISTRICT** will reimburse the **DEVELOPER** for the **DISTRICT's** portion of the costs of construction of the **WATER SYSTEM IMPROVEMENTS** within thirty (30) days of completion of construction, including record drawings and engineer's certification and acceptance by the **DISTRICT**. The **DEVELOPER** shall complete construction of all **WATER SYSTEM IMPROVEMENTS** no later than September 30, 2022. If the **WATER SYSTEM IMPROVEMENTS** are not completed on or before September 30, 2022, no additional certificates of occupancy will be issued for any residential units or other buildings or structures within the **PROJECT** until all **WATER SYSTEM IMPROVEMENTS** are complete and accepted by the **DISTRICT**.

Section 3. Validity of **AGREEMENT**. All other terms, conditions and provisions of the **AGREEMENT** between the parties, as amended by **AMENDMENT NO. 1**, **AMENDMENT NO. 2**, **AMENDMENT NO. 3**, and **AMENDMENT NO. 4** to the **AGREEMENT**, shall remain in full force and effect to the extent not otherwise amended, revised or modified herein.

Section 4. Recording. The parties hereto agree that an executed copy of this Amendment No. 5 to the **AGREEMENT** shall be recorded in the Public Records of Hernando County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 to AGREEMENT, by and through their duly authorized representatives, on the respective dates below.



**DISTRICT
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA, AS THE
GOVERNING BOARD OF THE HERNANDO
COUNTY WATER AND SEWER DISTRICT**

ATTEST:

Hiedi Kuzge, Deputy Clerk
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

By: [Signature]
John Allocco, Chairman

Date: August 22, 2023

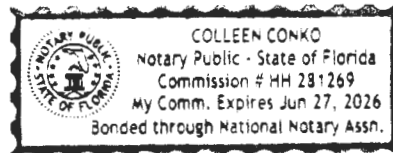
STATE OF FLORIDA COUNTY
OF HERNANDO

The foregoing instrument was acknowledged before me this 22nd day of August, 2023, by John Allocco, as Chairman of the Board of County Commissioners of Hernando County, Florida, as the Governing Board of the Hernando County Water and Sewer District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(Notary Seal)

Colleen Conko
Print Name: Colleen Conko
Notary Public, State of Florida
Commission No. HH 281269
My Commission Expires: 06-27-2026

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



By: Victoria Anderson
County Attorney's Office

DEVELOPER
LGI HOMES-FLORIDA, LLC,
a Florida limited liability company

WITNESSES:

Signature: [Signature]
Print Name: Jim Moyce

By: [Signature]
Jeff Riopelle, Officer

Signature: [Signature]
Print Name: Jelissa Velez Quinones

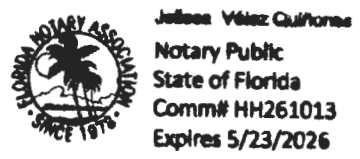
Date: 07/26/2023

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 26 day of July, 2023, by Jeff Riopelle, as Officer of LGI Homes-Florida, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]
Print Name: Jelissa Velez Quinones
Notary Public, State of Florida
Commission No. HH261013
My Commission Expires: 5/23/2026

(Notary Seal)



**UNANIMOUS WRITTEN CONSENT
OF SOLE MANAGER OF
LGI HOMES GROUP, LLC**

Pursuant to the provisions of Sections 6.201 and 101.359 of the Texas Business Organizations Code (the "Act"), and Section 2 of the Second Amended and Restated Company Agreement of LGI Homes Group, LLC, a Texas limited liability company (the "Company"), the undersigned, being the sole manager of the Company, does hereby consent in writing to the adoption of the following resolutions without the holding of a meeting, such resolutions to have the same force and effect as if duly adopted at a meeting of the sole manager which was duly called and held in accordance with Sections 101.3 5 5 of the Act:

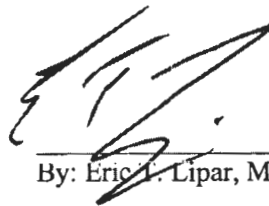
RESOLVED, that ERIC LIPAR, MIKE SNIDER, CHARLES MERDIAN, RACHEL EATON, JACK LIPAR, SEAN O'NEAL and SCOTT GARBER shall be and hereby are named as Officers of the Company and are authorized to sign documents on behalf of the Company as authorized in connection with its ordinary business, which shall include purchasing and selling property on behalf of the Company, including, without limitation, to execute Deeds, Settlement Statements, Owner's Affidavits, Plats of Survey, and any other related documents deemed necessary by such Officer.

RESOLVED, that CHARLES MERDIAN and SCOTT GARBER shall be and hereby are named as Authorized Signatories of the Company and are authorized to sign documents on behalf of the Company, as a manager of any entity to which the Company is a manager, including, without limitation, written consents of the Company as a manager of such entity, in connection with the ordinary business of any such entity.

RESOLVED, that all prior lawful acts performed or authorized in the name of, or on behalf of, the Company by all the individuals herein named, or by the sole Manager, are hereby ratified, confirmed, authorized and approved in all respects.

RESOLVED, that this Resolution replaces and supersedes all previously adopted Resolutions issued by or on behalf of the Company or any of the Subdivisions included in this Resolution.

IN WITNESS WHEREOF, the undersigned, being the sole Manager of the Company, has adopted the foregoing Resolutions as of January 1, 2022.



By: Eric L. Lipar, Manager

DELTONA/DELAND	WILFREDO (FREDDY) GONZALEZ
GRAND OAK ESTATES	MORIDA YEX
HAMLETS OF TAVARES	KAREN FORTICH, JOHN GAMMON AND MARCELA LEANDRO
HIGHLAND MEADOWS	WILFREDO (FREDDY) GONZALEZ
KENSINGTON VIEW	LISA ORTEGA
LAKE DORA ESTATES	WILFREDO (FREDDY) GONZALEZ
LAKE JACKSON RIDGE	WILFREDO (FREDDY) GONZALEZ
LAKES AT WOODLAWN	JOHN KENNA AND BYRON BYRD
LUMBER CREEK	JOHN KENNA
MANSFIELD	WILFREDO (FREDDY) GONZALEZ
MADISON VILLAGE	JOSHUA (JOSH) PETTIT AND MORIDA YEX
MEADOW RIDGE OF GRAND ISLAND	MORIDA YEX AND KAREN FORTICH
MIRADA	JOSHUA (JOSH) PETTIT, MORIDA YEX AND RICHARD JOHNSON
MIRROR LAKES	ANTHONY MALDONADO AND KEVIN TREMMEL
MORGAN'S COVE	BYRON BYRD
NORTH PORT	NICHOLAS (NICK) PARATORE
PALM BAY	BOSCO MARCHENA AND FIKR (FIK) MESHESHA
PALM COAST	JOHN KENNA
POINCIANA	KAREN FORTICH AND JOHN GAMMON
PORT ST. LUCIE	BOSCO MARCHENA AND FIKR (FIK) MESHESHA
REUNION VILLAGE	ANA MARIA BAZELIUC
RIDGE AT SWAN LAKE	KAREN FORTICH AND WILFREDO (FREDDY) GONZALEZ

FILED
In the Office of the
Secretary of State of Texas
MAR 02 2011

CERTIFICATE OF FORMATION

OF

Corporations Section

LGI HOMES GROUP, LLC

The undersigned, a natural person of the age of eighteen years or more, acting as the sole organizer of a limited liability company under Chapter 101 of the Texas Business Organizations Code (the "Texas Limited Liability Company Act") does hereby adopt the following Certificate of Formation for such limited liability company:

I

NAME

The name of the limited liability company is **LGI HOMES GROUP, LLC** (the "Company").

II

DURATION

The period of duration of the Company shall be perpetual, unless it is earlier wound up in accordance with the provisions of the Company Agreement of the Company.

III

PURPOSE

The Company is organized for the purpose of conducting any and all lawful business for which a limited liability company may be organized under the Texas Limited Liability Company Act.

RECEIVED

MAR 02 2011

Secretary of State

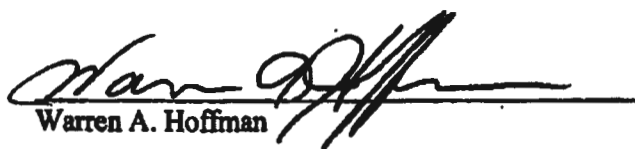
VII

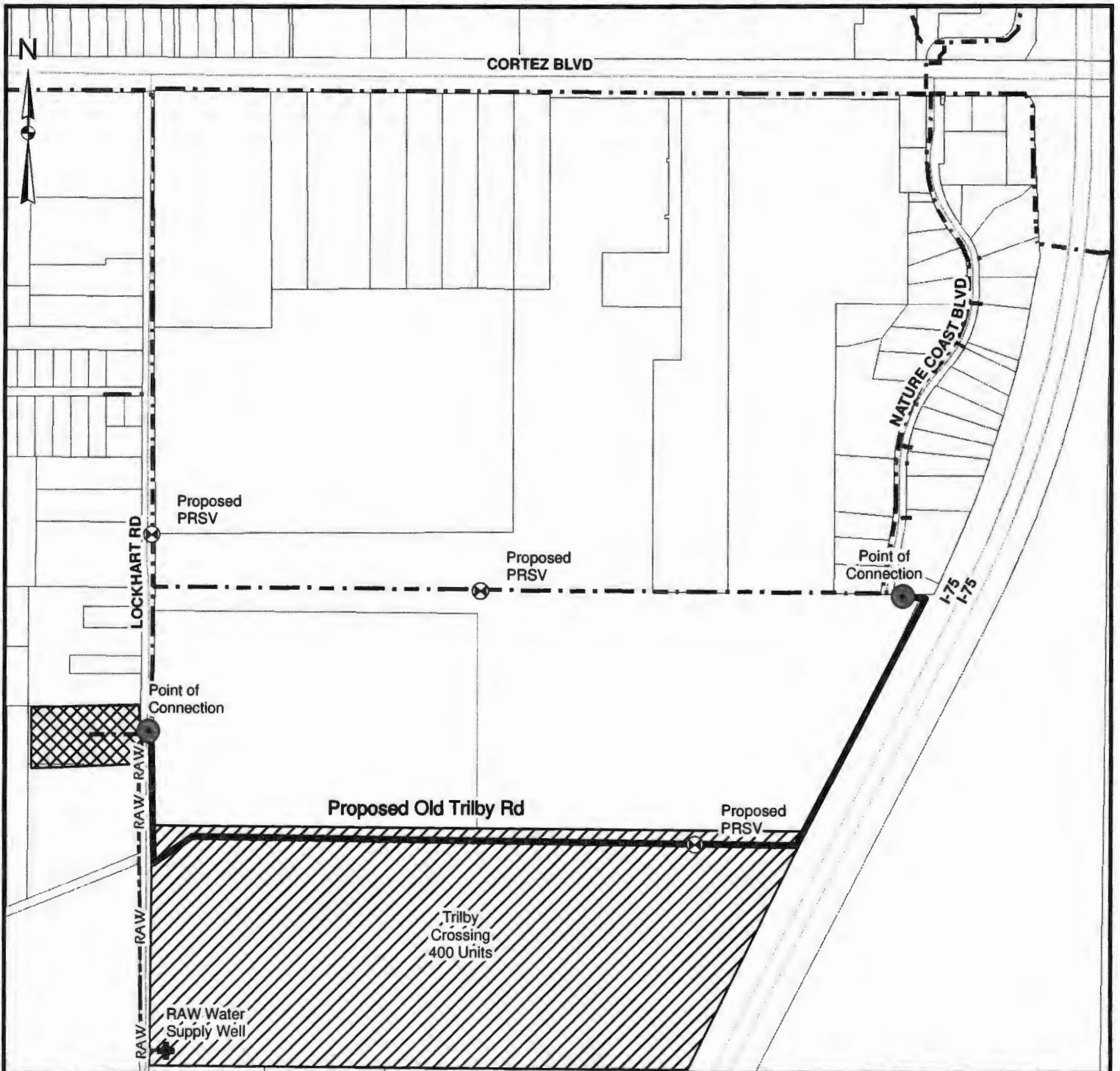
ORGANIZER

The name and address of the organizer of the Company is:

<u>Name</u>	<u>Address</u>
Warren A. Hoffman	Winstead PC 1100 JPMorgan Chase Tower 600 Travis Street Houston, Texas 77002

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation in his capacity as sole organizer of the Company as of March 2, 2011.


Warren A. Hoffman



TRILBY CROSSING WATER SYSTEM IMPROVEMENTS

Legend









-  Proposed Pressure Reducing/Sustaining Valve
-  RAW Water Supply Well
-  Point of Connection
-  Proposed Water Main
-  Proposed RAW Water Main
-  Existing Potable Water Mains
-  Lockhart Water Treatment Plant
-  Trilby Crossing 400 Units



EXHIBIT B

Exhibit C

The original amount of the agreement is \$398,044.50.

The PRV modification cost is \$7,116.40 (see below).

No.	Description	Quantity	Unit Price	Total Price
1	Kit Return Flow Check Line CDC-1, 1" x 3/4" Bushings 3/4" Ball valve and 3/4" Threaded by compression fittings to install line from cover to valet inlet	2	\$ 930.00	\$ 1860.00
2	16" Kit return flow check line (same as above)	1	\$ 930.00	\$ 930.00
3	CRD 20-105 ADJ Range PN#7194509B	3	\$ 900.00	\$ 2700.00
4	MFG Start Up	1	\$ 1200.00	\$ 1200.00
5	Tax			\$ 426.40
Total				\$ 7116.40