

Hernando County Board of County Commissioners
20 N. Main Street
Brooksville FL 34601

RE: H2507 Rezoning Petition Submitted by Shawn O'Malley on Behalf of Sunny Pines of Hernando, LLC, for Property Located on Cortez Boulevard

Dear County Commission:

I write in opposition to the above-referenced Rezoning Petition. My family and I have resided in the Mondon Hill area for nearly 40 years, it is unfathomable to me that a prior commission approved the current land use and zoning. The approvals granted in January 2012 were notably incompatible with the surrounding area; and greatly increased the potential density of development in what is a rural agricultural area with only two legacy platted communities – Hill N' Dale and Rolling Acres. While I understand the property owner has already been granted certain land use and zoning approval, and you cannot undo those, this Commission does have the opportunity to mitigate the harmful and negative impacts those prior approvals may create by addressing issues within the masterplan before you today for consideration.

I applaud the property owner and its project team for being willing to listen to neighbors and to make some adjustments in response to those concerns. Nonetheless, the neighborhoods interests are simply incompatible with the owner's desire to develop this property at the current proposed density.

My objections to the application and issues of concern are as follows:

1. Density

The density of this project is not typical or compatible with other neighborhood developments. In addition, the lot size contemplated within the master plan are smaller than the lots sizes in the two platted subdivisions in existence at that intersection. To mitigate the small lot size, no deviations should be authorized from set back requirements. If the lot sizes must be increased in order to accommodate standard setback requirements, then the master plan should be updated to reflect a larger lot size. While the prior approvals allows for a maximum density, this does not mean that the master plan must be approved at that maximum density, a lesser density can be approved.

2. Mondon Hill Access Must Be Emergency Access Only.

I understand that staff have recommend two access points based on Board policy; however, it is imperative for the safety of pedestrians and traffic that the Mondon Hill Access point at Bertram Road be limited to emergency access only. The property owner has previously agreed to this at the neighborhoods request. There are two blind curves as traffic approaches and leaves the Mondon Hill/Spring Lake Highway/SR 50 intersection. Traffic headed south on Mondon Hill would have impaired visibility for any vehicle pulling into traffic from the Mondon Hill access point.

3. Drainage and Flooding.

This parcel is known to flood, along with surrounding properties, both with seasonal rains and with hurricane flooding. To that end, a development of this intensity is bound to create additional drainage challenges that must be mitigated so as not to adversely affect neighboring parcels.

01103075

H2507 Submitted @BOC 8/5/25

Regardless of how well engineered the storm water system may be to keep drainage within the property boundaries, it is extremely likely that a development of this density will exacerbate drainage and flooding in the general area.

4. Dark Sky Lighting.

Once of the harmful effects of intense development in rural areas is the light pollution that is generated. I appreciate the property owner's commitment to Dark Sky Lighting.

5. Dark Sky Lighting.

Once of the harmful effects of intense development in rural areas is the light pollution that is generated. I appreciate the property owner's commitment to Dark Sky Lighting.

6. Age Restrictive Covenants Should Also Include Prohibition of Sex Offenders

While the property owner has agreed to an age restriction which has implications for reduced trip generation, and unintended consequences is that age restricted communities are often places in which registered sex offenders may live. As required by Fla. Stat. 775.215 Sex offenders may not reside within 1,000 feet of schools, daycare centers, parks, and playgrounds. While I believe this property is beyond the 1000 feet of Eastside Elementary School and Hill N Dale Park, there is regular occurrence of young people walking to the Speedway Convenience Store. I would respectfully request that the property owner commit to a Restrictive Covenant that prohibits sex offenders from establishing occupancy or residency at the property.

7. Sidewalks.

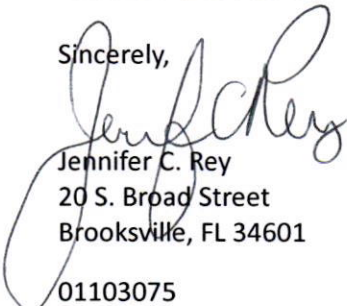
Given the amount of pedestrian use that approaches the intersection, should the County determine to approve the masterplan in spite of the communities objections, then the property owner should be required to construct a sidewalk along Mondon Hill Rd approaching the Mondon Hill/SR. 50 intersection and not simply compensate the County's sidewalk fund.

8. Utilities.

The project must be required to connect to County water and sewer, and not be permitted for an onsite well and septic.

I respectfully request the Commission deny approval of the Rezoning Application Master Plan in that it is incompatible with the surrounding area, inconsistent with the comprehensive plan, its density is greater than that of surrounding residential neighborhoods, and that significant portions of the property are located in a flood zone.

Sincerely,



Jennifer C. Rey
20 S. Broad Street
Brooksville, FL 34601

01103075



GALLANT OAKS FARM

**26160 Lambeth Road
Brooksville, FL 34601
USA**

July 28, 2025

Mr. Steve Champion
Hernando County Board of County Commissioners
15470 Flight Path Drive
Brooksville, FL 34604

Re: Rezoning of File H-25-07, Parcel Key 00370360

Dear Mr. Champion,

I am again reaching out to share my very strong opposition and substantiation to the proposed development located on the NW Corner of Hwy 50 and Mondon Hill Road.

I believe the below facts and substantiation alone, is plenty to DENY this *second* petition.

In order to reapply, there is to be Material, SUBSTANTIAL changes to the prior proposed Master Plan. It is clear, this HAS NOT OCCURRED.

Please let me refresh your memory and share with you what the BOCC did last year. **The BOCC denied this application, citing the following CONCLUSION OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, Florida Statutes. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The proposed request is inconsistent with the County's adopted Comprehensive Plan and is incompatible with the surrounding land uses.

After notice and public hearing, based upon the record in this matter and ALL of the findings of fact and conclusions of law above, the BOCC hereby DENIES Revision to a Master Plan on Property Zoned C/PDP /(Combined Planned Development Project) which includes (Recreational), (Resort Residential), and (Single Family) with a specific R-1-MH use for Park Models; and with deviations as set forth in the BOCC Action, which is incorporated herein by reference and made a part hereof. Any requests, uses, variances or exceptions that were requested in connection with this rezoning application but not specifically approved herein are hereby deemed DENIED.

NOTHING IN THIS SECOND PETITION CHANGES THE INCONSISTENCIES, NOR INCOMPATIBILITY WHATSOEVER!!!

Handwritten: H2507 submitted @ BOCC 8/6/25

IT HAS ALREADY BEEN PROVEN AND VOTED ON THAT IT IS INCONSISTENT WITH THE COMPREHENSIVE PLAN!!! There is nothing in this 'revised' proposed Master Plan that changes ANY OF THIS!!

The below is what they have 'revised' in the current, proposed Master Plan, which if anything is more detrimental with the increase in Park Models. The rest is meaningless and NOT OF ANY MATERIAL, SUBSTANTIAL value that changes the INCONSISTENCIES, NOR INCOMPATIBILITY of this proposed development. **The below is nothing more than what they verbally stated previously to try to pacify us residents, as well as the BOCC and the BOCC STILL DENIED IT ON 12/3/24:**

- Access to Mondon Hill Road will be emergency only
- The primary site access will be from SR 50
- The recreation area is moving to a more central location within the site
- The community will be gated and age restricted
- All internal lighting fixtures will comply with Dark Star Standards
- The minimum lease period for non-RV spaces will be a minimum of 6 months, and will be controlled by the Covenants and Restrictions.
- Allow an increase in the present number of Park Models allowed (50) in accordance with the following conversion matrix up to a maximum number of 275 Park Models:
 - Two (2) Resort Residential Lots = 3 Park Models
 - Two (2) RV Spaces = 1 Park Model

Let's break these revisions down:

- 1) Access to Mondon Hill Road will be emergency only and The Primary Site access will be from SR 50:
 - a. This is already being challenged by the County Engineer:
 - i. The County Engineer has reviewed the petitioner's request and has the following comments:
 - This project lies within the Bystre Lake watershed, in basins A1240, -790, and -880. The BFE is 74.4 in NAVD 88. The parcel elevation ranges from 95 to 60. Most of the site lies within the floodplain. *No kidding!*
 - A modification is requested to the access on Mondon Hill Road to be emergency only; the developer should consider that this access provides access to an existing Traffic Signal.
 - **ARE YOU NUTS??!! There is NO SAFE PLACE ON MONDON HILL to access this property and EVERYONE KNOWS IT!**
 - The Driveway on Cortez Blvd./SR 50 has severe Sight Distance issues. This access should line up with the existing directional median. This access requires FDOT/Florida Dept. of Transportation access management permit.
 - **You think this access has an issue, try finding a spot NOT IN A BLIND CURVE ON MONDON HILL ROAD!!**
 - Dept. of Public Works Engineering has concerns of only 1 access point being provided with the number of units.
 - **That's because THERE ARE TOO MANY UNITS PROPOSED!**

b. Additionally, the Land Review reflects:

- i. The BOCC adopted a policy requiring two (2) means of access for subdivisions. The policy serves to provide more than one-way in and one-way out for residents of a subdivision, alternate routes for emergency services, interconnection between subdivisions, a shortened drive time for residents to the entrance/exits, and access points for travel direction outside of the development. A minimum of two (2) access points must be provided to serve any new subdivision or development pod with more than 50 units. If approved, individual single family and multifamily pods that exceed 50 units must meet the two (2) means of access per pod.

- **THERE IS NO SAFE PLACE ON MONDON HILL FOR AN EGRESS/INGRESS TO THIS PROPERTY!! This screams Law Suit!!**
- **Mondon Hill Road CANNOT handle the volume. With the Majestic Oaks development going in, there will be minimally AN ADDITIONAL ~800 vehicles that will start using Mondon Hill Road! This is insane! It already takes minimally 3-4 traffic signals to get through this intersection at rush hour....imagine how it will be soon, even without this proposed development at the NW corner of Hwy 50 and Mondon Hill Road!**

c. **No change at all!**

2) The recreation area is moving to a more central location within the site:

- a. Good Luck with the flooding of this area!! **No change at all!**

3) The community will be gated and age restricted:

- a. Structurally, engineering this to be gated will be challenging, as to do so, will need to use even more dry land AND keep traffic from backing up on Hwy 50, especially when checking in RVs.

b. Age Restricted/55+ Community

- i. **This is a fallacy!** Just because claiming as a community 55+, they only have to require a certain percentage of the population is 55+ OR HAVE AT LEAST ONE RESIDENT IN THE HOUSEHOLD BE 55+, **and, the rest can be anyone of any age.** And, WHO IS GOING TO MONIOR THIS REQUIREMENT?? All you have to do is review Brookridge and Clover Leaf to see this is all BS. There are just as many drug dealers/addicts and sex offenders in these developments as there are anywhere!

c. **No change at all!**

4) All internal lighting fixtures will comply with Dark Star Standards:

- a. Big deal....with all the noise, pollution, crime and UNSAFE environment that would come from this proposed development, the lighting is just a blip in this ridiculous proposal.

No change at all!

5) The minimum lease period for non-RV spaces will be a minimum of 6 months, and will be controlled by the Covenants and Restrictions.

- a. There are NO Covenants and Restrictions, as they only added this term because I called them out repeatedly for having absolutely NO GOVERNANCE OR CONTROLS in place to manage this development. **WHO IS GOING TO ENFORCE ANY OF THIS???**

No change at all!

- 6) Allow an increase in the present number of Park Models allowed (50) in accordance with the following conversion matrix up to a maximum number of 275 Park Models:
- a. Two (2) Resort Residential Lots = 3 Park Models
 - b. Two (2) RV Spaces = 1 Park Model
 - i. **Have you looked at the setbacks and deviations for this proposal? Do you realize how packed in like sardines these RVs and Park Models are going to be? The moment these people take 3 steps out of their RV or home, they will be standing on someone else's lot!!!!**
Please reference attached TO SCALE diagrams that CLEARLY SHOW THIS VOLUME OF UNITS WILL NOT FIT ON THE PROPERTY!
 - ii. **By the time someone puts in enough storm water retention areas on this property to build something, they will barely have enough room to build!! Else, this area will continue to see MORE devastating flooding and it will be 100% CAUSED BY THIS DEVELOPMENT, PERIOD!**

There are additional statements made throughout the revised Master Plan that are just not true:

- 1) "The subject site is primarily forested." – NOT ANYMORE! They have already removed so many trees (6,000+) that this had a DIRECT impact to the flooding that occurred during the hurricane last year. **Just imagine what will happen when the 'creative engineering' occurs!**
- 2) "Since the project will be a retirement only community, there will be no impact the public school system." – How do you figure? There WILL BE SCHOOL AGED CHILDREN in this community guaranteed! This is also a fallacy!
- 3) "With **large** low areas in the **southeast and western sections**, the applicant intends to use those areas for much of the stormwater management." – **There is NOT an HONEST Engineer out there that will testify that disruption to this land will not cause further catastrophic flooding to the surrounding properties, BECAUSE IT CANNOT PHYSICALLY BE DONE WITHOUT IMPACTING THOSE SURROUNDING PROPERTIES WITH THE VOLUME OF UNITS PROPOSED!!!**

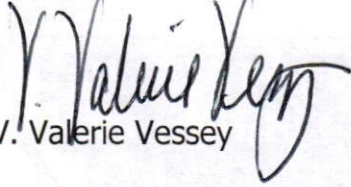
I have also included what was submitted to the BOCC in November of last year for the 12/3/24 BOCC Meeting. **There is not one single revision in this revised Master Plan that changes ANY IMPACT from last year's DENIAL, NOR SPEAKS TO MATERIALLY SUBSTANTIALLY DIFFERENT!**

Now, get this.....the developer, Shawn O'Malley, when asked if he would like to live next to this proposed development, you know what his answer was...."NO"! Yes, even the developer KNOWS THIS SHOULD NOT OCCUR!

I am pleading the BOCC looks beyond the statutes and laws that they continue to reference and understand that mistakes are made in every facet of life and the rezoning granted of this property in 2012 was a **huge approval decision mistake**. We, as residents, now know we cannot do anything legally to revert the 2012 decision (P&Z's Mike Fulford was incorrect when he told us we could file an injunction), but we can file an appeal, should this be granted.

While we all understand that property owners have the right to develop their property, IT IS THE MANNER IN WHICH THEY DO SO that matters. THIS PROPOSED DEVELOPMENT IS INCOMPATIBLE WITH THE SURROUDING AREA and WILL RUIN THIS AREA IN EVERY ASPECT OF LIVING!

Continuing With Grave Concern and Opposition,


V. Valerie Vessey

cc: Hernando County Residents
Kyle Benda

Additional Hernando County Board of County Commissioners:

Brian Hawkins (Chair)
Jerry Campbell (Vice Chair)
John Allocco (2nd Vice Chair)
Ryan Amsler

Enclosures: Proposed TO SCALE Property Diagrams
Response to BOCC from 11/24/24

Diagram 1: Depicts the proposed development as it is currently, with RVs, Park Models and Resort Residential. No retention areas, as there isn't any room!

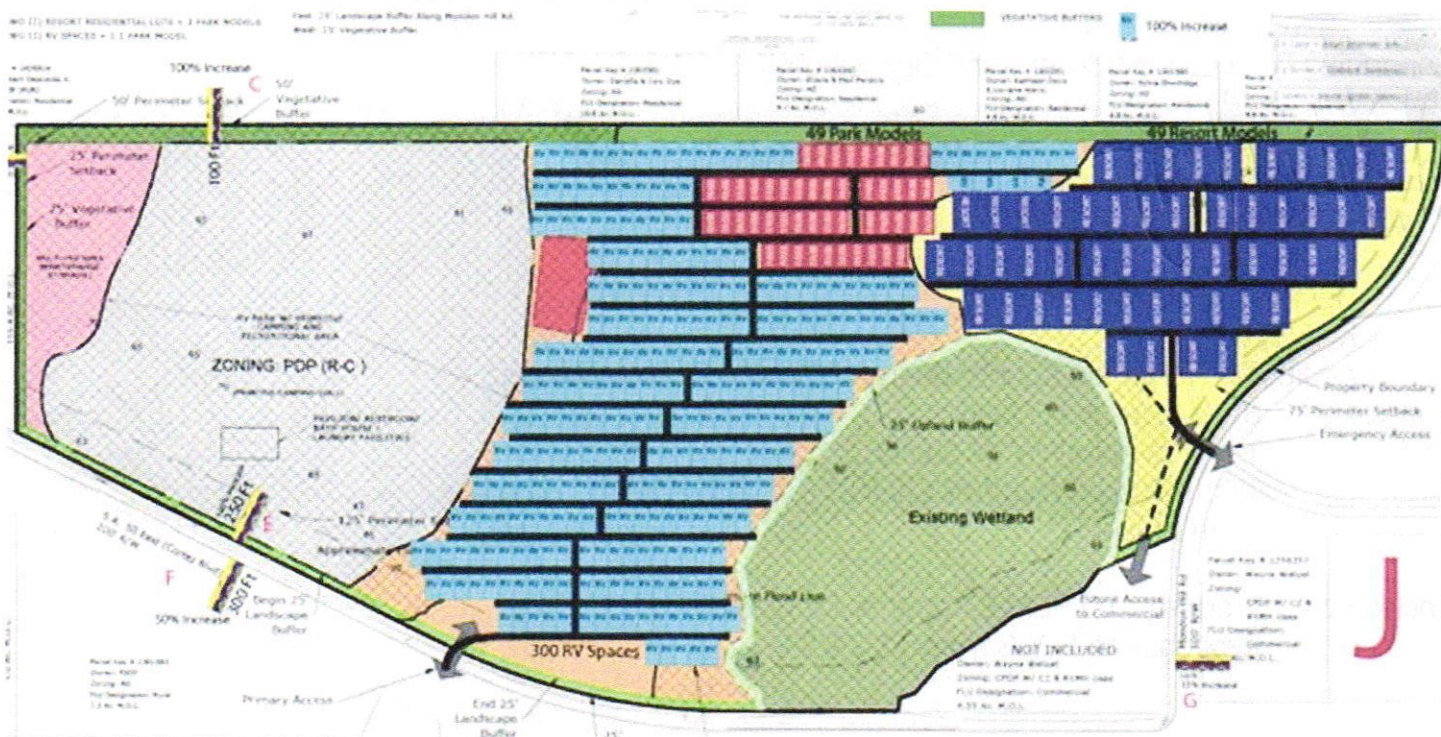
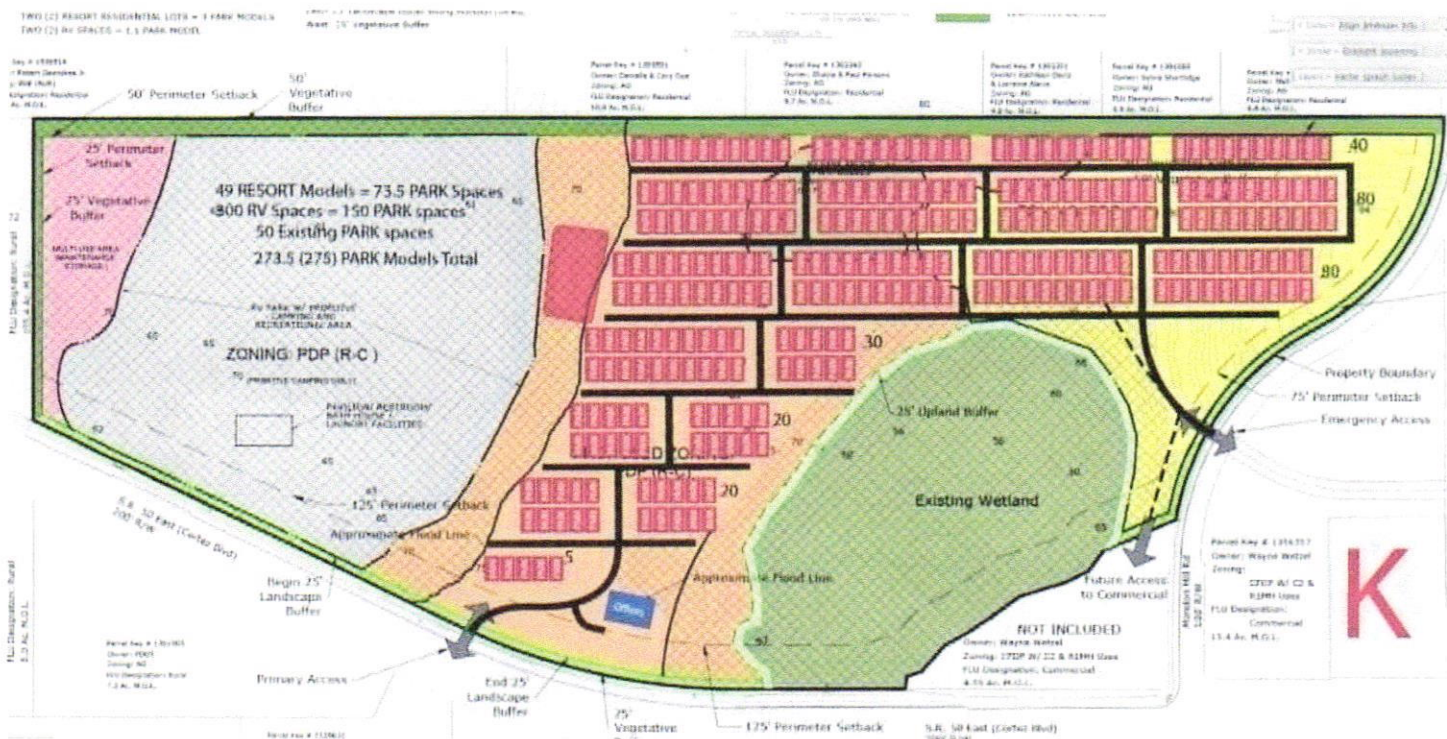


Diagram 2: Depicts the proposed development with Park Models only. No retention areas, as there isn't any room!



There isn't even enough room for the roads required for this proposed development!
WHERE IS ALL THE WATER GOING TO GO, if they can't even fit in the required roads???

PRIOR RESPONSE TO THE BOCC, **resulting in A DENIAL:**

November 24, 2024

Mr. Steve Champion
Hernando County Board of County Commissioners
15470 Flight Path Drive
Brooksville, FL 34604

Re: Rezoning of File H-24-14, Parcel Key 370369

Dear Mr. Champion,

I am reaching out to share my very strong opposition to the proposed development located on the NW Corner of Hwy 50 and Mondon Hill Road.

Please see the below factual substantiation as to why this development must not be approved. I thank you in advance for reading this thoroughly and with deep thought leadership.

OVERALL ISSUES

- 1) Regardless of the current zoning or prior expired Master Plan (MP) from 2012, the current revised/proposed MP by Sunny Pines is incompatible with the surrounding land uses, with the exception of the reserved portion, 4.5 acres, (*not part of the current proposed MP*) of the property deemed commercial **specifically on the corner** of Mondon Hill Road and HWY 50.
- 2) This proposed property cannot physically sustain the number of sites (300) being proposed. It is not physically possible due to the wetlands, lowlands, Special Protection Areas and the continuous flooding of this property. There can't be 30-40 acres that are even viable for development. **ANY disruption to this property by way of filling, grading, redistributing, etc., will cause FURTHER CATESTROPHIC FLOODING to the neighboring properties.**
- 3) The county infrastructure, including the proposed traffic volume on Mondon Hill/Spring Lake Hwy, Law Enforcement, Firefighters/First Responders and School System cannot bear this proposed additional volume.

LAND USE SPECIFICATION ISSUES

- 1) SAFETY and CAPACITY for the surrounding RESIDENTIAL area is critical.
- 2) There is NO GOVERNANCE, NOR CONTROL PROTOCOL WITHIN ANY OF THE PROPOSED MASTER PLAN! NONE!
- 3) FLIP FLOPPING, back and forth, 55+ Community, not a 55+ Community, now again a 55+ Community. What is it?? Doesn't stand for anything because a percentage can live there that are not 55+. This changes *nothing* when it comes to the severe negative impacts to the surrounding area. Other 55+ communities in Hernando County are filled with drug addicts and crime, although no one wants to admit it, AND, filled with MANY who are not 55+.

SAFETY ISSUES

- 1) A development of this proportion and type is guaranteed to bring more crime and sex offenders. That's a fact. *As the BOCC is the governing body that is to **ensure the health, safety and welfare of the citizens of Hernando County**, there should be no question this development is not suitable for the area.* There is not enough Law Enforcement to service this proposed development.
- 2) There is a school less than a mile away.
- 3) This entire surrounding area is residential with dozens of school aged children.
- 4) There is not enough Firefighter support for this proposed development.
- 5) There is not one written protocol in the current proposed MP that will govern safety of any kind.

INGRESS/EGRESS ISSUES

- 1) **Entrance off of Mondon Hill:** While a full Traffic Access Analysis would be required, anyone with half a brain could determine there is not a single SAFE place on Mondon Hill to grant ingress/egress to this property. **The ENTIRE length of the east side of the property is in multiple BLIND curves.** Trying to have just cars entering and exiting would be deadly, let alone RVs. Can you spell lawsuit?
- 2) Traffic Analysis, will in fact, find horrific records of the current intersection of Mondon Hill Rd and HWY 50. It is DEADLY! **NO ONE yields for left turns and drivers of all kinds go through there at 70+ miles an hour.** It is NOT feasible or safe to add additional traffic to the intersection coming from the north or south.
- 3) By law ingress/egress to HWY 50 is required in order to facilitate an evacuation of any kind for this type of development.

ENVIRONMENTAL ISSUES

- 1) **This proposed property MUST be reviewed by the now named Floodplain Administrator, established as part of the Hernando Government Flood Town Hall Meeting, File #14947, and all duties performed in accordance with Chapter 13 FLOOD DAMAGE PREVENTION AND PROTECTION, where applicable for this proposed development. The application for this proposed development must be halted and the flood map revised. This alone dictates a No Vote.**
- 2) Removal of the Trees
- 3) FLOODING - This proposed property and the surrounding land to the north and south are STILL under FEETS OF WATER, almost two (2) months after the storm, all the way to Hwy 50 and beyond.
- 4) The neighborhood (Atlantis Lane) adjacent to the north of the proposed property is still impassible for some residents due to FEETS OF WATER still present.
- 5) Those of us that live here, know it does not take a named storm to flood the proposed property. *One of our residents requested for us to go walk the property with the petitioner/applicant/engineers the night of our Public Workshop so we could prove the extensive flooding, including the areas they intend to place lots. Needless to say, we were shut down on the request.....*

- 6) There are MORE wetlands, lowlands and Special Protection Areas (SPA), than viable, usable land on this proposed property. Again, ANY disruption to this property by way of filling, grading, redistributing, a/k/a "creative engineering," etc., will cause FURTHER CATASTROPHIC FLOODING to the neighboring properties.
- 7) Look closely at their current proposed Site Map. They have the area that is now out of the proposed MP (primitive camping sites) noted on their legend as "Passive Rec and Potential Drainage Area." How can you use a swamp that floods EVERYTIME there is heavy rain, as a drainage area? Let the impact sink in. The neighborhood to the north and west would be devastated with just the thought of dumping water to that portion of the property.
 - a) If there had been primitive campers on the eastern part of this proposed property recently, they would have all died by drowning. This flooding occurred within an hour or so. They would have died!
 - b) With the manner in which the property floods, even those in potential RVs/Trailers would be challenged to get off the property in a flooding event.
- 8) Wildlife impact is already being felt, with dozens of coyotes, goopher turtles, eagles, deer, etc. now fleeing to our neighborhoods with just the removal of the trees.
- 9) Where there are areas (wet or not) providing habitat for protected species, it cannot be utilized, and we know they are there.
- 10) Light and Noise pollution CANNOT be tolerated.

RV ISSUES

- 1) Aside from the property not being able to accommodate 300 sites, there is the Occupancy issue.
 - a) WHO is going to monitor how long they can stay? How is the County/Owner going to control this? Will the RV'ers that stay longer than a week have to have a permit that expires? HOW IS THIS GOING TO BE CONTROLLED AND GOVERNED?
 - b) Number of people who can stay in the RV. What's the max on that? What if people are LIVING in their RV and there are 10-12 people staying? There ARE NO CONTROLS FOR THIS. WHO IS GOING TO CONTROL THIS?
- 2) Interim period of using Trailer future leased lots for RV rentals has now been revised to **FIVE (5)** years from the initial three (3) years as stated in the MP. The applicant obviously has concerns over being able to lease all of the Trailer lots, since they increased the RV interim period. **WHAT HAPPENS AFTER 5 YEARS** and all of the lots are not leased for Trailers?? Does the development close down? Then, we're left with desolate, trashy destruction? Do they just get to keep renting for RVs? **THERE IS NO PLAN AFTER YEAR 5, PERIOD.**
- 3) RVs are not to be just parked and owners must be actively occupying. Not intended to be a storage facility. WHO is going to control this??
- 4) RVs are not to be used as Rentals, meaning, owner brings RV rents for X period and rents out to someone to stay in their RV. Not happening. WHO is going to control this?

Where is the clearly outlined WRITTEN RV Governance for this development and who is going to ensure it is followed? NOT in the current proposed MP!

TRAILER ISSUES

- 1) There is NO governance, nor control of what trailers would be permitted. IT IS ALL TALK!! It has clearly been stated 'trailer owners can bring their own.'
 - a) Year Built – How old can the Trailers be? Does it get to stay there forever?
 - b) Manufacturer
 - c) Single, Double or Triple - what will be allowed?
- 2) What is Maximum Occupancy? WHO is going to control and govern this?
- 3) NO rentals of leased lot TRAILERS. Must be occupied by owner. WHO's going to control and govern this?
- 4) No Airbnb, etc. WHO's going to control and govern this?
- 5) These are ALL requirements and more that **will need to be controlled and governed**. WHO IS GOING TO DO THIS?

Where is the clearly outlined WRITTEN Trailer Governance for this development and who is going to ensure it is followed? NOT in the current proposed MP!

This property should have never been rezoned to its' current state. This was a huge Approval mistake made in years past and should be rezoned properly and to only what the land and surrounding area can withstand.

While there is so much more that could be substantiated to vote No for this proposed development, I think pictures are priceless and do not lie. Please see attached photos and fully realize what the residents are already facing as things stand today....without even touching the topography of the proposed property.

- Can you imagine if it was *your* family member that can't even access their own driveway and road to leave their property, or even more tragic, home and animals are engulfed in flood water?
- Can you imagine if *your* child was approached inappropriately by someone living in a trailer park, not even 50 feet from *your* property line?
- Can you imagine the additional deaths that would occur at the intersection of Mondon Hill and Hwy 50?
- Can you imagine investing in *your* property that is devalued by thousands, if not hundreds of thousands because of an inappropriate development?
- **Can you imagine a development being approved that would ruin *your* way of life as *you* know it?**

This and much more tragedy will occur should this proposed development be approved. Please do the right thing and vote No to this proposed development!

With Grave Concern and Opposition,

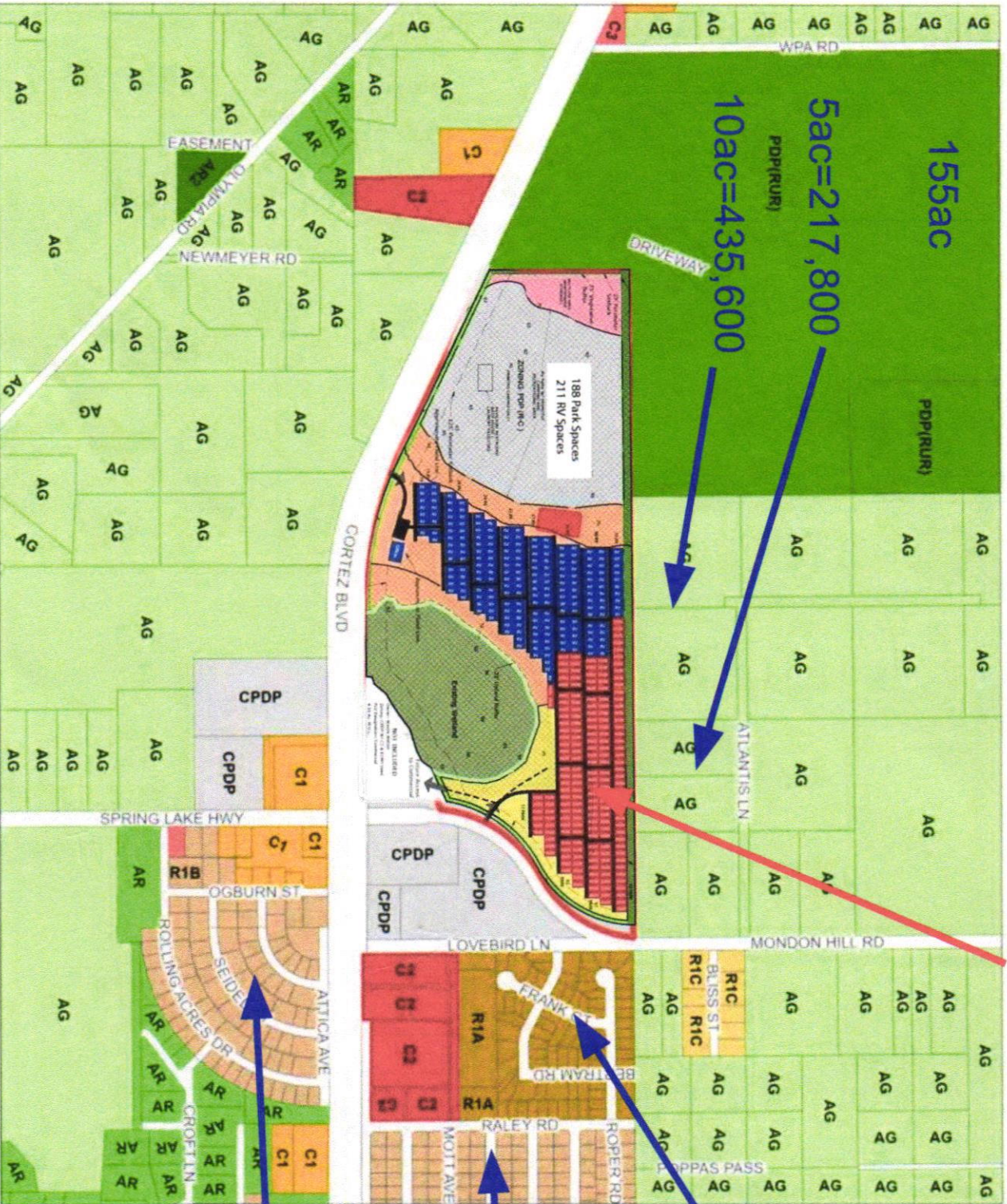
V. Valerie Vessey

cc: Hernando County Residents
Additional Hernando County Board of County Commissioners:
Brian Hawkins (Chair)
Jerry Campbell (Vice Chair)
John Allocco (2nd Vice Chair)
Ryan Amsler

Enclosures: Proposed Property Photos
Neighboring Property Photos

Final map was prepared by the office to be used as an aid to land parcel location and identification only. All land boundaries, right-of-way widths, easements, etc.

45x60=2,800 ??



10057 Submitted @ BCC

312

399

100x130=13,000

80x115=9,200

65x130=8,450

5ac=217,800

10ac=435,600

Setbacks and Buffers

The setbacks, lot sizes and buffers for the residential uses/area were approved as indicated below. No changes to the previously approved standards are requested. All deviations indicated were previously approved.

RV Spaces

- Front: 15' (deviation from 20')
- Side: 5' (deviation from 8')
- Rear: 10' (deviation from 15')
- Lot Size: 2800 sq. ft. (no minimum lot size for primitive camping)

Park Models

- Front: 15' (deviation from 25')
 - Side: 5' (deviation from 15')
 - Rear: 10' (deviation from 15')
 - Lot Size: 2800 sq. ft. (deviation from 5000 sq. ft.)
 - Model Size: 500 sq. ft. max
- Was 30' between homes now 10'
- Lot was 50x100 now 45x60??

Resort Residential

Single Family

- Front: 25'
 - Side: 10'
 - Rear: 20'
 - Corner Lots: 25'
 - Lot Size: 6000 sq. ft.
- 60x100 is closer size to 65x130, 80x115 and 100x130 than 45x60 but they don't want to build them. They only want 270-300 45x600 rental lots.

Townhome

- Front: 25'
- Side: 7.5' end units, internal units 0 (deviation from 10')
- Rear: 20'
- Lot Size: 3000 sq. ft.

Duplex

- Front: 25'
- Side: 10'
- Rear: 20'
- Lot Size: 8500 sq. ft.

COUNTRYSIDE
ESTATES MHP

WPA ROAD

Tall Oaks
Lane

WETZEL RV
PARK PROPERTY

NEW 8" FM

CONNECTION
POINT

NEW 4" FM

EXISTING
PUMP
STATION

SPRING LAKE HWY

NEW 8" FM

EXISTING
4" FM

EXISTING 8" FM

PALEN LANE

MONDON HILL RD



LEGEND

EXISTING FORCE MAIN (FM) ———

NEW FORCE MAIN (FM) - - - - -

EXHIBIT "C"
WASTEWATER SYSTEM IMPROVEMENTS
WETZEL RV PARK

SUBMITTED BAC 01/15/25 H2507



Please note the information shown
on this map is for visual reference only
and is subject to field verification.

SUNNY PINES MOBILE HOME/ RV PARK
REZONING APPLICATION
PARCEL KEY NO. 370360

Received
FEB 7 2024
Planning Department
Hernando County, Florida

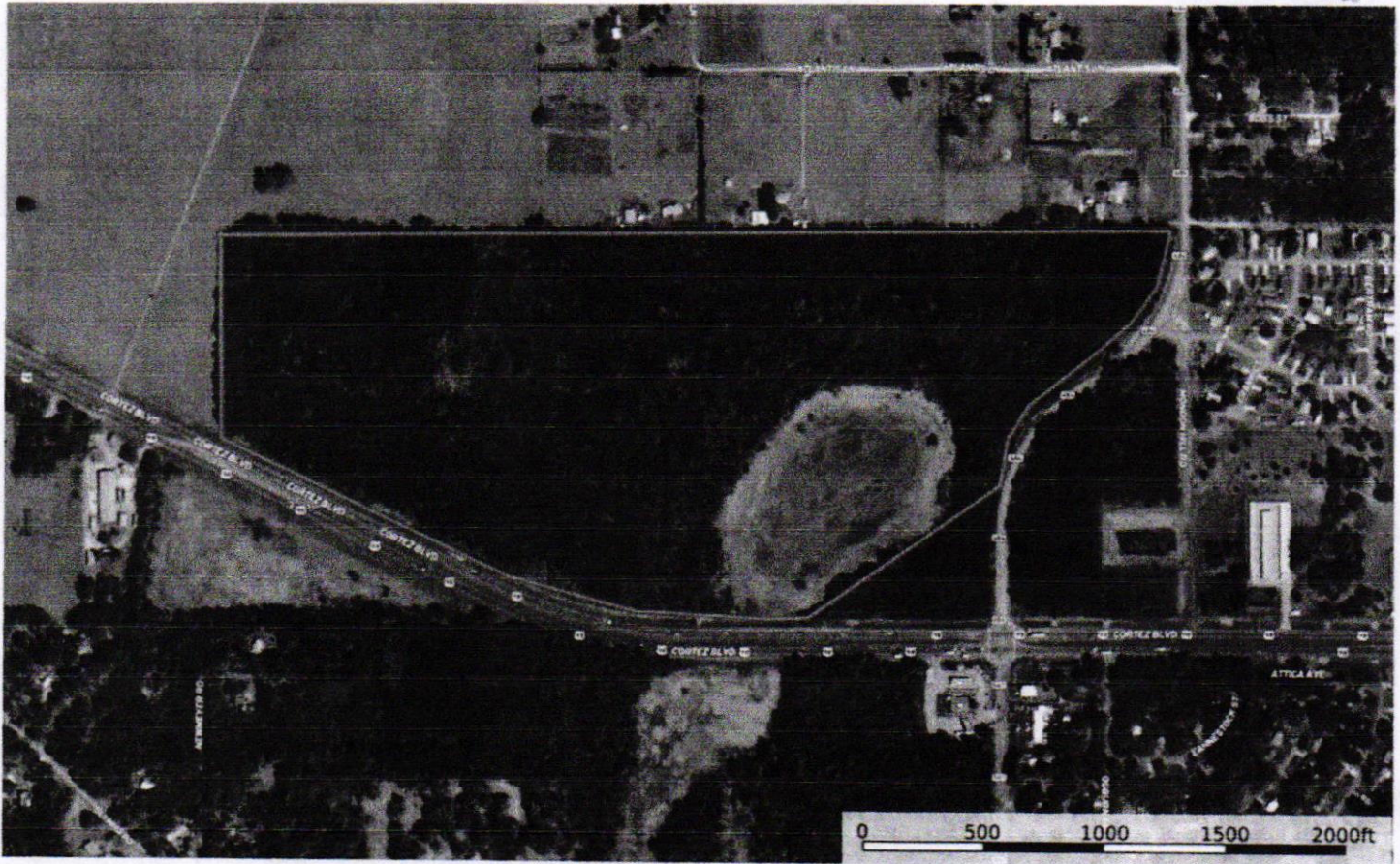


Figure 1. Sunny Pines Mobile Home/RV Park Parcel (Key no. 370360) Aerial & Location Map

General:

The subject site, consisting of approximately 110.4 acres, lies within section/township/range: 33/22/20 and is located on the north side of Cortez BLVD and the west side of Mondon Hill RD. The property is identified by the Hernando County Property Appraiser (HCPS) as parcel key 370360. Refer to Figure 1 for location and aerial view. While the small "triangular" area between the subject site boundary and Mondon Hill Road is still designated as part of parcel key 370360, it is being retained by the present owner and is not part of this rezoning application.

ArcGIS Web Map

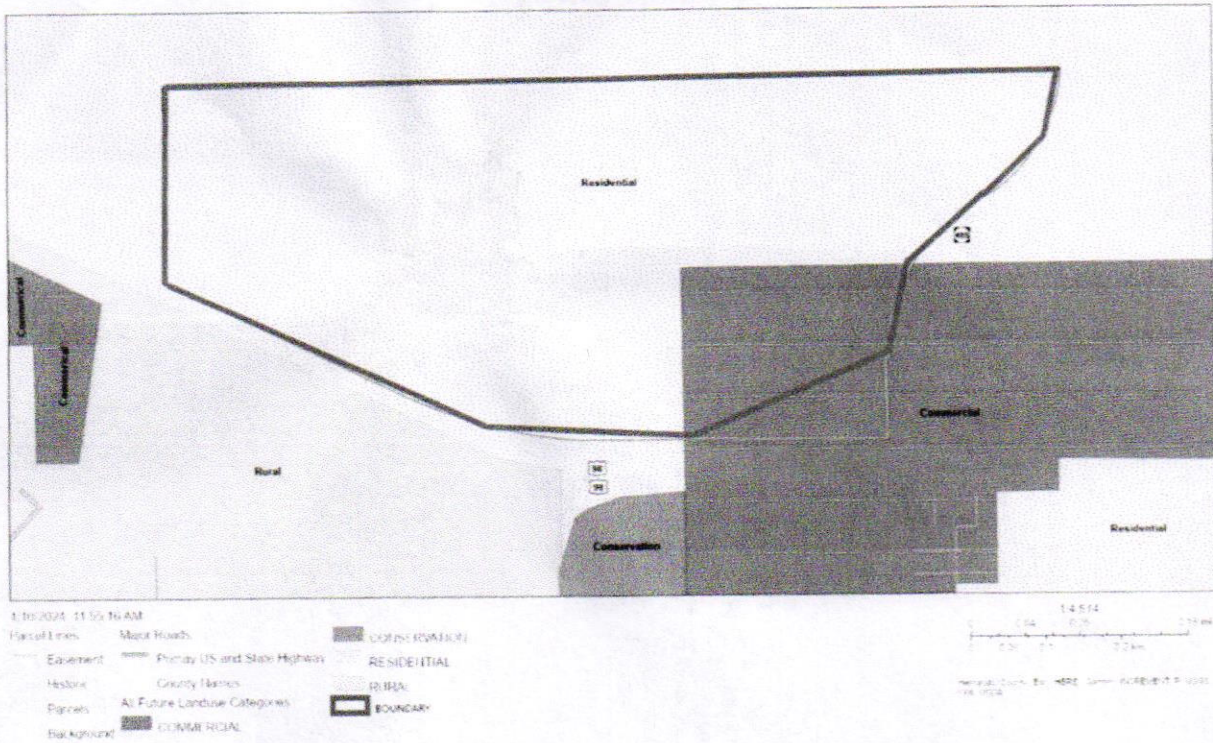


Figure 2. Sunny Pines Mobile Home/RV Park Parcel (Key no. 370360), Future Land Use Map

ArcGIS Web Map

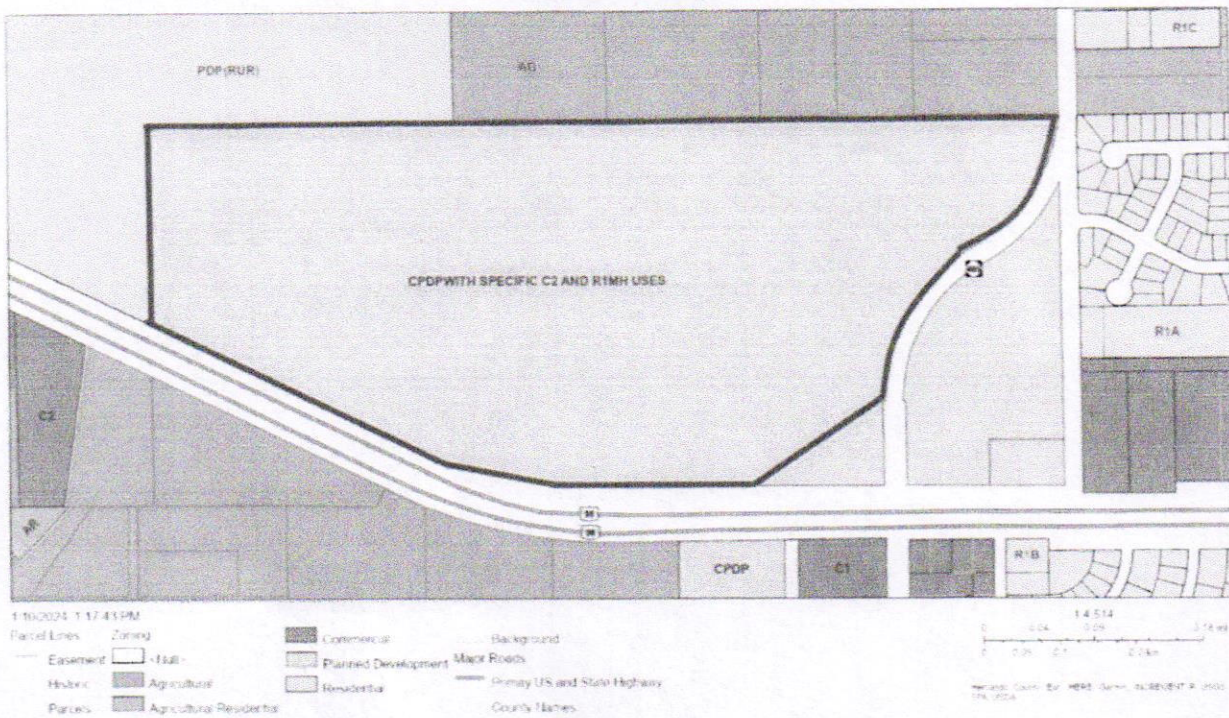


Figure 3. Sunny Pines Mobile Home/RV Park Parcel (Key no. 370360) Current Zoning Map

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FEB 7 2024

As shown on Figures 2 & 3 above, the present land use designations on the property are as follows:

Comprehensive Plan Future Land Use Map – The bulk of the property is designated Residential, while the southeastern corner is part of a Commercial Node covering the SR 50/Mondon Hill intersection.

Zoning – The property is presently zoned as a Combined Planned Development District for an RV Park with R1-MH for park models; Resort Residential, and General Commercial with Specific C-2 uses.

The following table identifies adjacent zoning classification and their designation in the comprehensive plan's future land use map.

| | <u>Property Description</u> | <u>ZONING</u> | <u>FLU</u> |
|-------|----------------------------------|------------------------------|------------------------------|
| North | Rural Residential & Agricultural | PDP Rural & Agricultural | Residential |
| South | Vacant/Gas Station | Agricultural/PDP | Rural/Residential/Commercial |
| East | Vacant | PDP Residential & Commercial | Residential/Commercial |
| West | Vacant | PDP Rural | Residential |

Subject Site

At present, the site is a well-forested sand hill with a large wetland feature in the southeast corner and a sandy floodplain dominating the western half of the property. The environmental section of this report provides more details.

Request

The applicant is requesting a Combined Planned Development (CPDP) with PDP-MH and PDP-Rec designation with the intention of developing a mobile home park that will have an interim use as an RV Park as the mobile home sites are being leased.

The Project

The applicant intends to create an upscale mobile home park by utilizing the sand hill portion of site (central and northeastern areas) to create up to 300 mobile home sites. Each leased space will be a minimum of 5,000 square feet, with a typical space being 50' wide by 100' deep. With a typical mobile home size of 28' wide and 56' long, each space will have room for a 12' carport on the side. Other site appurtenances will generally include an area for picnic table and chairs. The property has many natural features surrounding the building area (wetlands, forested floodplain) and the initial tenants will be able to choose their space on site.

Until the mobile home park is fully leased, the applicant intends to utilize the unleased mobile home spaces as an RV park. With each mobile home space being nearly double the square footage of a typical RV park space, it will make for a spacious site for a recreational vehicle. The applicant will also be able to utilize the adjacent floodplain area for more primitive sites with plenty of space for passive recreation. The active recreation area, including a clubhouse and commensurate facilities such as a pool and pickleball courts, will likely be located adjacent to the floodplain area in order to provide easy access to the passive recreation. more

The location of the project is ideal for both an RV park and a mobile home community. It is within the Residential FLUM designation and already approved for an RV Park and Resort Residential. From the previous zoning, the few adjacent

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FEB 7 2024

Previously

NO. it was canceled by not fulfilling

property owners are already anticipating this intensity of use. The site lies mid-way between I-75 and the City of Brooksville along the major E-W arterial roadway (SR 50) carrying traffic to and from Hernando County. Hernando County utilities are available and the location of an on-site pump station will be determined during site permitting stage. Major commercial and services are located a few miles to the east and west.

Where development is proposed, the site consists primarily of well-drained Candler sand soils. The applicant will be able to situate the development area between two natural features (floodplain-west; wetland-east), providing both a visual buffer and space for passive recreation. The onsite wetlands will be protected and a 25' wide upland buffer provided, consistent with SWFWMD regulations. To the north, the applicant proposes a large (50') natural buffer, providing visual opacity from the adjacent rural residential. Landscape buffers will be provided where development is located along SR 50 and Mondon Hill Road. Stormwater retention will be located in the natural lower areas in the southeastern corner of the property and the large floodplain area in the western half of the property.

Two access points to the project are proposed, one directly to SR 50 and the second directly to Mondon Hill Road. The access configuration will be permitted with the appropriate agencies (FDOT, County Engineer). The entrance at Mondon Hill will allow tenants to access SR 50 at a signalized intersection. Both Mondon Hill Road and SR 50 have excellent levels of service. Circulation within the project will be via access drives consisting of pavement at least 20' in width. Sidewalks within the community are not anticipated, however pathways within the natural areas (floodplain, uplands surrounding the wetland) will be provided for passive recreation.

Setbacks and Buffers

Perimeter Setbacks:

- North: 50'
- South: 125' (SR 50)
- East: 75' (Mondon Hill Road)
- West: 50'

Internal Mobile Home Site Setbacks:

- Front (From Access Drive): 15' (Deviation from 25')
- Rear: 10' (Deviation from 15')
- Side: 5' (Deviation from 10')

do not allow smaller setbacks

Minimum Site Size: 5,000 square feet – generally 50' wide by 100' deep.

Buffers: Where depicted on the proposed Master Plan

- West: 25' wide Natural Vegetative Buffer
- North: 50' wide Natural Vegetative Buffer; 80% opacity Buffer where proposed mobile home sites and active recreation are adjacent to rural residences
- East: 25' Landscaped Buffer (Along Mondon Hill RD)
- South: 25' Landscaped Buffer along SR 50 where development is proposed, 25' Natural Buffer in floodplain and wetland area)

25' reduction not noted but pictured in map

It just means it leads to a intersection. They aren't asking for a light

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Development Schedule

Development of the site is anticipated to start in early 2025.

Proposed Public Infrastructure Improvements

Access connections to SR 50 and Mondon Hill Road (to be permitted with FDOT and the County Engineer); Utility connections to County sewer and potable water (to be permitted with HCUD). All on-site access and utilities will be privately owned and maintained.

Topography

As shown in Figure 4, site topography ranges from approximately 90 ft along the northeastern boundary to approximately 70 ft along the southeastern and western boundaries of the property.

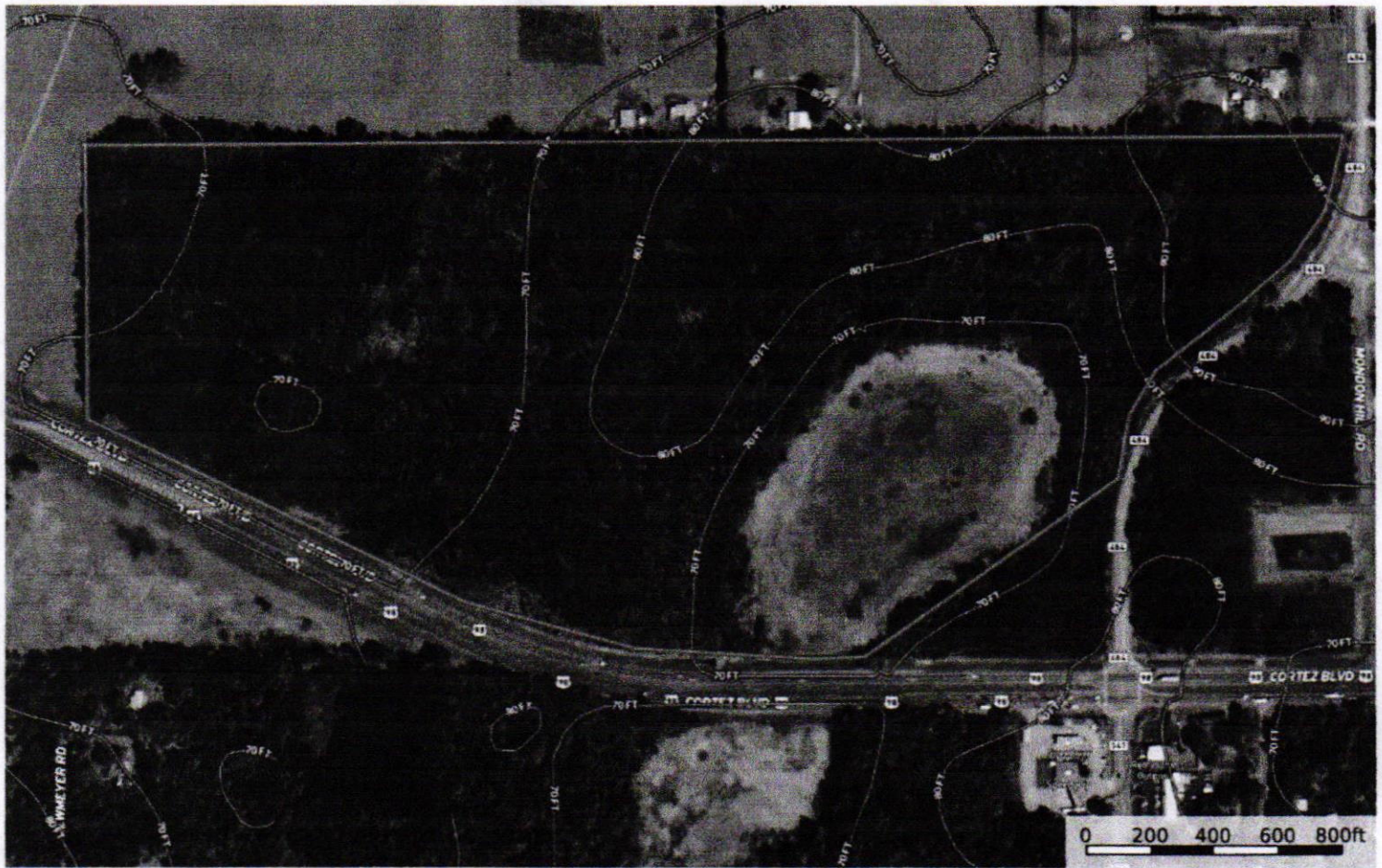


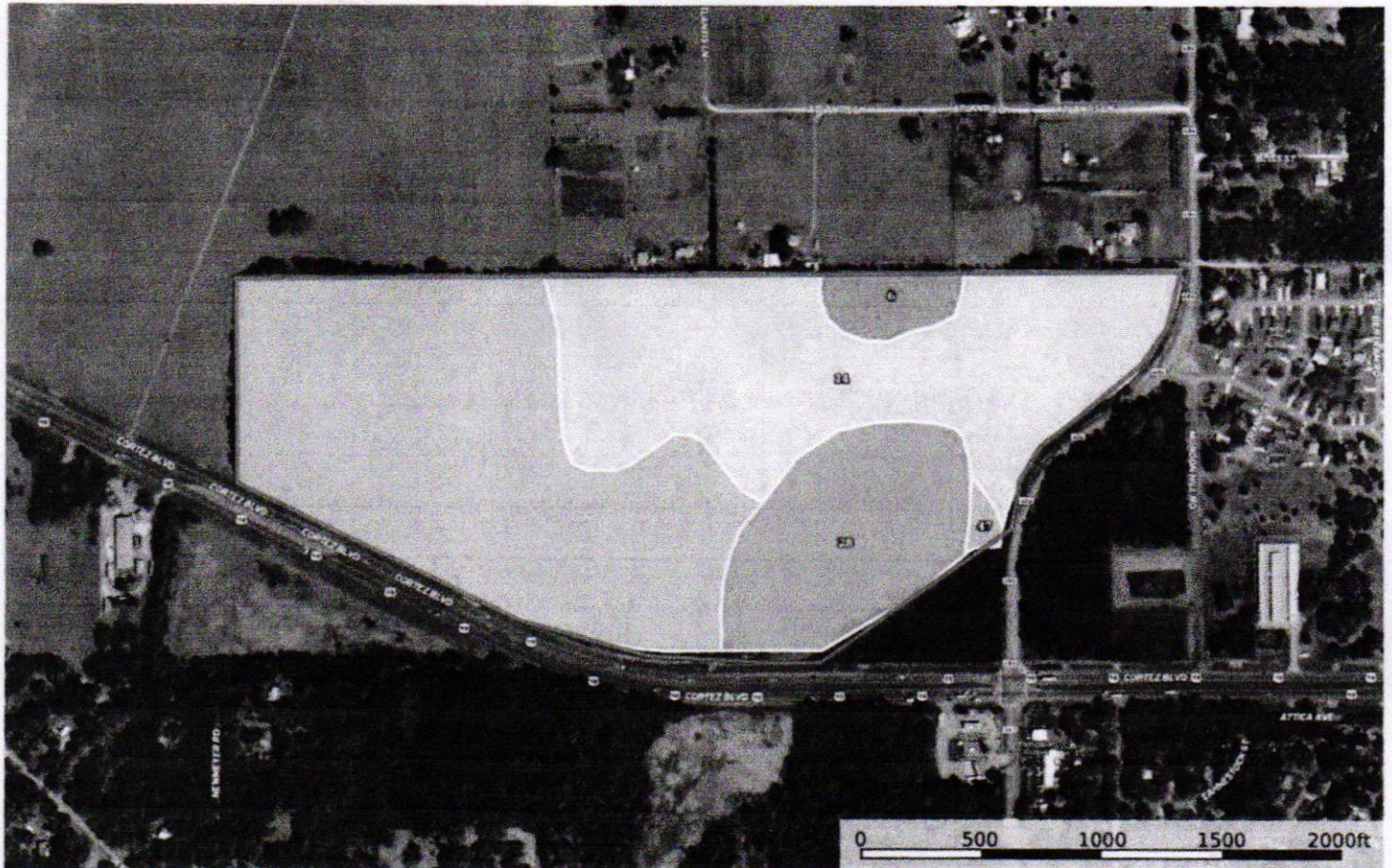
Figure 4. Sunny Pines Mobile Home/RV Park Parcel (Key no. 370360), Topography Map

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Soils

Four (4) soils were identified on the subject site. Sparr fine sand, Candler fine sand, Kanapaha-Kanapaha wet fine sand, and Arredondo fine sand. Candler and Arredondo fine sands are well-drained soils, conducive for development. As shown in Figure 6, below, the great majority of development on site will be in the area of Candler and Arredondo fine sands. Sparr fine sand is also well draining, however, much of that area is within the 100 year floodplain and therefore planned for drainage, primitive RV sites, passive recreation and open space.



| SOIL CODE | SOIL DESCRIPTION |
|-----------|--|
| 47 | Sparr fine sand, 0 to 5 percent slopes |
| 14 | Candler fine sand, 0 to 5 percent slopes |
| 28 | Kanapaha-Kanapaha, wet, fine sand, 0 to 5 percent slopes |
| 6 | Arredondo fine sand, 0 to 5 percent slopes |

rec area

Figure 6. SUNNY PINES MOBILE HOME/ RV PARK Parcel (Key no. 370360) Soil Map

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FEB 7 2024

Planning Department
Hernando County, Florida

Site Environmental – Based on a preliminary site visit performed within 30 days of submittal

- The subject site is primarily forested.
- The project site consists of two (2) habitat categories: Mixed Hardwoods and Cropland/Pasture.
- A total of two (2) listed species were observed on or within the vicinity of the subject property and included the little blue heron and the gopher tortoise.
- There were no other federal or state listed species observed.
- There is a large surface water feature, located in the southeastern portion of the property.
- No wetland impacts are proposed for this property.
- Large trees (> 18" DBH) were observed near the surface water feature.

Utilities

not enough service already
The subject site is within the service boundaries of the Hernando County Utilities Department, which is in the process of increasing the capacity and coverage of both their sewer and potable water infrastructure in eastern part of Hernando County. HCUD has both sewer and potable water in the vicinity of the project and plans to construct a sewer force main along SR 50 south of the subject property. If required, the applicant will enter into a utilities service agreement with HCUD to ensure the timing of connection to those facilities. The applicant intends to construct a private pump station on the subject property.

Drainage

With large low areas in the southeast and western sections of the subject property, the applicant intends to use those areas for much of the stormwater management. The rapid permeability of the sand soils will make drainage more efficient. Where feasible, naturally low areas may also be utilized for passive recreation and primitive RV sites. The stormwater management system will be permitted with the South Florida Water Management District.

Recreation:

The project includes plans for an active recreation area with clubhouse, pool and space for other facilities, such as pickleball courts. The large floodplain area to the west also provides ample opportunity for passive recreation such as pedestrian trails and picnic areas. The area adjacent to the wetland (outside the 25' upland buffer) also provides an opportunity to include passive recreation.

Schools:

bypassing w/ 55+ community but not in request proposal
The normal market for residents in Florida rental mobile home parks is heavily senior in nature and does not generate many children of school age. The interim use as RV sites would not normally generate students. A certification of concurrency will still be obtained from The Hernando County School District demonstrating adequate capacity to serve the project at the time of development. The subject site is within the school boundaries of Eastside Elementary school, Parrott Middle School and Hernando High School.

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Deviations:

Mobile Home Space Building Setbacks

Front: 15' (Deviation from 25')

Rear: 10' (Deviation from 15')

Side: 5' (Deviation from 10')

do not reduce setbacks

The deviations requested above are generally standard for most rental mobile home parks. With carports located on the side of the mobile home, a front setback of 15 is justifiable, since parking will not be totally within the front setback. The requested side and rear setbacks are not needed for open space and recreation, since the project will be providing major recreation facilities. an abundance of open space and opportunities for passive recreation pursuits.



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FEB 7 2024

Planning Department
Hernando County, Florida

Flooding Information & Resources

Minimizing flood risks is an important part of the mission of the Southwest Florida Water Management District (District). The District and local governments work together to minimize flooding impacts, protect personal property and assist flood victims during and after storm events. Learn more about those efforts below, and click the tiles for Frequently Asked Questions related to flooding or who to contact when flooding.



(/resources/weather-hydrology/who-contact-flooding-and-drainage-issues)

Who to Contact for Flooding and Drainage Issues (/resources/weather-hydrology/who-contact-flooding-and-drainage-issues)

SUBMITTED BOCC 8/5/25 H2507



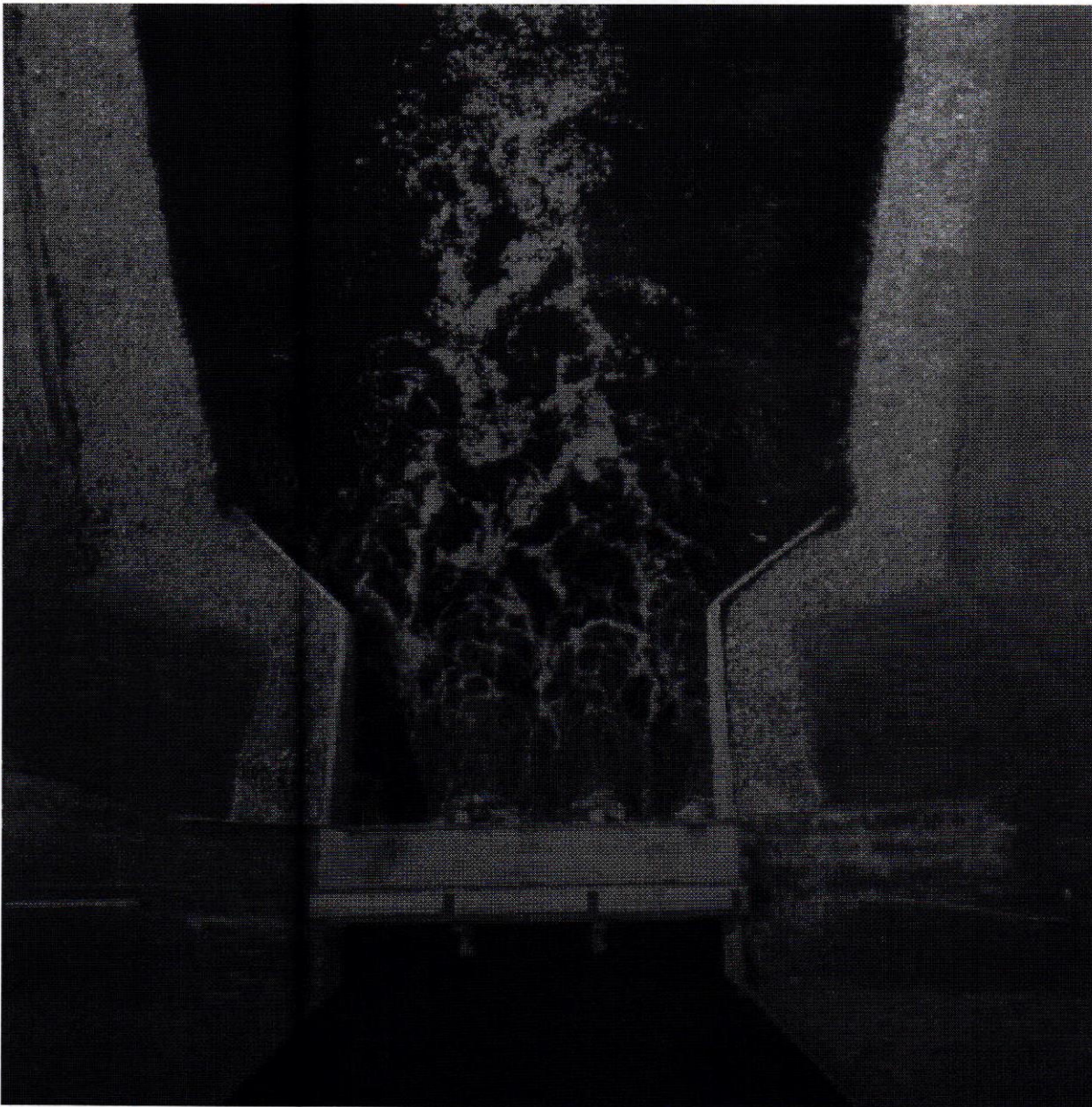
(/residents/flooding-and-floodplains)

Flooding and Floodplains (/residents/flooding-and-floodplains)



(/residents/regulation-and-flooding)

Regulation and Flooding (/residents/regulation-and-flooding)



(/residents/water-control-structures)

Water Control Structures (/residents/water-control-structures)

How does the District help prevent flooding?

As of December 2024, the District has invested more than \$379 million benefiting flood protection initiatives since 2011. The District takes a structural and non-structural approach to flood protection.

Water Control Structures: The District's water control infrastructure encompasses 84 water control structures, 63 miles of canals, eight miles of dams, two reservoirs and 171 secondary drainage systems. The structures help manage water in 45 lakes and portions of three rivers

throughout the District. Depending on the location, the structures provide flood protection, conserve water going into the dry season, manage water levels under normal conditions and prevent saltwater from entering freshwater lakes and streams.

Regulation: The Environmental Resource Permitting Program requires permittees to demonstrate that new development will not result in flooding or adverse impacts to receiving waters and adjacent lands.

Watershed Management Program (WMP): The District's WMP identifies, prioritizes and addresses flood-related water resource issues within a watershed. Information developed through the WMP is used by local governments, the District, and state and federal governments in regulatory and advisory floodplain management programs to help residents make informed decisions about their flooding risks. Visit the District's website to **learn more about the WMP program** (<https://www.swfwmd.state.fl.us/projects/watershed-management-program>).

Stormwater Improvement: The District has historically provided funding to local governments for stormwater projects through the Cooperative Funding Initiative with the overall goal of reducing the peak, extent and duration of flooding for regional projects.

Hydrologic monitoring: Monitoring rainfall and surface water levels and flow provides needed information to 1) identify areas prone to flooding due to high water-level conditions, 2) model potential flooding impacts based on historical data, 3) assist in effectively operating water control structures to help prevent or lessen flooding, and 4) document hydrologic conditions before, during and after events. The District monitors surface water levels at nearly 800 surface water stations and funds monitoring by the United States Geological Survey at more than 130 additional surface water stations. The District has about 170 active rainfall gauges and collects nearly 6 million rainfall measurements every year. Districtwide gauge rainfall data is supplemented with RADAR rainfall data. Rainfall totals (daily, monthly, year-to-date, and prior 12 months) for the region can be accessed from the District's **Daily Hydrologic Data webpage** (<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Flinks-2.govdelivery.com%2FCL0%2Fhttps%3A%252F%252Fwww.swfwmd.state.fl.us%252Fresources%252Fdaily-hydrologic-data%2F1%2F01010194db6b3387-12dd7889-a1c8-4d1c-bf2c-fe89325d4cae-000000%2FF53SYieXh6MtQmXLJTE9OmjAxc7QYJJtNcM67ROSfEQ%3D391&data=05%7C02%7>

Daniella Dye

From: Joe Calamari <jcalamari@coastal-engineering.com>
Sent: Thursday, June 23, 2022 3:12 PM
To: Garrett N. Christ
Subject: RE: Application #843757 - Wetzel, Request for Site Visit
Attachments: 19072-WETLAND S&S.pdf

[EXTERNAL SENDER] Use caution before opening.

Hi Garrett;

Finally.... Attached please see the wetland survey. The northern wetland points were moved according to our discussions during our field visit.

I will obtain the processing fee and change the permittee as we discussed during our site visit.

Joe Calamari
Director of Environmental Services
Coastal Engineering Associates, Inc.
(352) 796-9423 main
(352) 279-1022 mobile
JCalamari@Coastal-Engineering.Com

From: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Sent: Tuesday, June 21, 2022 10:14 AM
To: Joe Calamari <jcalamari@coastal-engineering.com>
Subject: RE: Application #843757 - Wetzel, Request for Site Visit

Morning Joe,

The initial RAI deadline was 6/14/2022. As such, a time extension is necessary to continue processing the application. You may submit the request in response to this e-mail.

Let me know if you have questions or concerns.

Regards



Garrett Christ, M.S.
Staff Environmental Scientist
Regulation Division
Southwest Florida Water Management District
(813) 985-7481, ext. 2150
Garrett.Christ@swfwmd.state.fl.us

Please visit the **new** FDEP website for **404 Assumption** updates and mapping.
You can also submit related questions or inquiries to **State 404@florida.dep.gov**.

16507 Submitted by public@BOC 8/5

From: Joe Calamari <jcalamari@coastal-engineering.com>
Sent: Friday, May 20, 2022 8:05 AM
To: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Subject: RE: Application #843757 - Wetzel, Request for Site Visit

[EXTERNAL SENDER] Use caution before opening.

Hi Garrett;
Working on them. Should be sent in soon.

Joe Calamari
Director of Environmental Services
Coastal Engineering Associates, Inc.
(352) 796-9423 main
(352) 279-1022 mobile
JCalamari@Coastal-Engineering.Com

From: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Sent: Thursday, May 19, 2022 2:35 PM
To: Joe Calamari <jcalamari@coastal-engineering.com>
Subject: RE: Application #843757 - Wetzel, Request for Site Visit

Afternoon Joe,

Hope all is well. Wanted to follow-up on the status of the surveys.

Thanks,



Garrett Christ, M.S.
Staff Environmental Scientist
Regulation Division
Southwest Florida Water Management District
(813) 985-7481, ext. 2150
Garrett.Christ@swfwmd.state.fl.us

Please visit the **new** FDEP website for **404 Assumption** updates and mapping.
You can also submit related questions or inquiries to State_404@florida.dep.gov.

From: Joe Calamari <jcalamari@coastal-engineering.com>
Sent: Thursday, March 24, 2022 8:56 AM
To: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Subject: RE: Application #843757 - Wetzel, Request for Site Visit

[EXTERNAL SENDER] Use caution before opening.

Garrett;
Yes. Perfect.... Thanks.
See you at the corner of Mondon Hill Road and SR 50 at 9:30, tomorrow.

Joe

10007 Submitted by public @ BOA 8/5

From: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Sent: Thursday, March 24, 2022 8:51 AM
To: Joe Calamari <jcalamari@coastal-engineering.com>
Subject: RE: Application #843757 - Wetzel, Request for Site Visit

Morning Joe,

Does 9:30 still work?

Regards,



Garrett Christ, M.S.
Staff Environmental Scientist
Regulation Division
Southwest Florida Water Management District
(813) 985-7481, ext. 2150
Garrett.Christ@swfwmd.state.fl.us

Please visit the **new** FDEP website for **404 Assumption** updates and mapping.
You can also submit related questions or inquiries to State_404@florida.dep.gov.

From: Joe Calamari <jcalamari@coastal-engineering.com>
Sent: Thursday, March 24, 2022 7:09 AM
To: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Subject: RE: Application #843757 - Wetzel, Request for Site Visit

[EXTERNAL SENDER] Use caution before opening.

Garrett;

I am available this Friday. Let me know what time??

Joe

From: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Sent: Wednesday, March 23, 2022 4:42 PM
To: Joe Calamari <jcalamari@coastal-engineering.com>
Subject: RE: Application #843757 - Wetzel, Request for Site Visit

Afternoon Joe,

I tried calling your office and mobile but was unable to reach you. Some space opened up on my calendar for this Friday.

Let me know if you would like to reschedule.

Regards,

H2507 Submitted by public @ Baccig15



Garrett Christ, M.S.
Staff Environmental Scientist
Regulation Division
Southwest Florida Water Management District
(813) 985-7481, ext. 2150
Garrett.Christ@swfwmd.state.fl.us

Please visit the **new** FDEP website for **404 Assumption** updates and mapping.
You can also submit related questions or inquiries to [State 404@florida.dep.gov](mailto:State_404@florida.dep.gov).

From: Joe Calamari <jcalamari@coastal-engineering.com>
Sent: Monday, March 21, 2022 9:26 AM
To: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Subject: RE: Application #843757 - Wetzels, Request for Site Visit

[EXTERNAL SENDER] Use caution before opening.

Garrett;
Perfect.

See you at the corner of SR 50 and Mondon Hill Road. It shouldn't take very long.

Joe Calamari
Environmental Division Director
COASTAL ENGINEERING ASSOCIATES, INC.
966 Candlelight Boulevard
Brooksville, Florida 34601
352.796.9423 (main)
352.279.1022 (mobile)
JCalamari@Coastal-Engineering.Com

From: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Sent: Monday, March 21, 2022 9:04 AM
To: Joe Calamari <jcalamari@coastal-engineering.com>
Subject: RE: Application #843757 - Wetzels, Request for Site Visit

Joe,

How does 9:30 sound?

Regards,



Garrett Christ, M.S.
Staff Environmental Scientist
Regulation Division
Southwest Florida Water Management District
(813) 985-7481, ext. 2150
Garrett.Christ@swfwmd.state.fl.us

H0007 Submitted by public @ Bca 8/6

Please visit the **new** FDEP website for **404 Assumption** updates and mapping.
You can also submit related questions or inquiries to **State 404@florida.dep.gov**.

From: Joe Calamari <jcalamari@coastal-engineering.com>
Sent: Monday, March 21, 2022 8:56 AM
To: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Subject: RE: Application #843757 - Wetzels, Request for Site Visit

[EXTERNAL SENDER] Use caution before opening.

How about 4/19?
Let me know what time?

Thanks.

Joe

From: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Sent: Monday, March 21, 2022 8:51 AM
To: Joe Calamari <jcalamari@coastal-engineering.com>
Subject: RE: Application #843757 - Wetzels, Request for Site Visit

Good morning Joe,

I am available the following dates:

4/14
4/19
4/21

Let me know your thoughts.

Regards,



Garrett Christ, M.S.
Staff Environmental Scientist
Regulation Division
Southwest Florida Water Management District
(813) 985-7481, ext. 2150
Garrett.Christ@swfwmd.state.fl.us

Please visit the **new** FDEP website for **404 Assumption** updates and mapping.
You can also submit related questions or inquiries to **State 404@florida.dep.gov**.

From: Joe Calamari <jcalamari@coastal-engineering.com>
Sent: Monday, March 21, 2022 8:16 AM
To: Garrett N. Christ <Garrett.Christ@swfwmd.state.fl.us>
Subject: Application #843757 - Wetzels, Request for Site Visit

[EXTERNAL SENDER] Use caution before opening.

Hi Garrett;

Handwritten note: H0507 Submitted by public @ BCC 5
8/10/25

Let me know when you may be available for a site visit.

Thanks.

Joe Calamari
Environmental Division Director
COASTAL ENGINEERING ASSOCIATES, INC.
966 Candlelight Boulevard
Brooksville, Florida 34601
352.796.9423 (main)
352.279.1022 (mobile)
JCalamari@Coastal-Engineering.Com

H0507 Submitted by
public @ BCC 8/5



An Equal
Opportunity
Employer

Southwest Florida Water Management District

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

July 07, 2022

Wayne Wetzel
27554 U.S. Highway North
Clearwater, FL 33761

Subject: **Corrected Permit**
Application/Permit No.: 843757/42046010.000
Project Name: Wetzel
County: Hernando
Sec/Twp/Rge: S33/T22S/R20E

Dear Permittee:

District staff has discovered an error in the permit issued to you on July 06, 2022. The correction is:

The petition has been corrected to reference the property owner as Permittee/Petitioner. The correct Permittee/Petitioner is now listed as:

Wayne Wetzel
27554 U.S. Highway North
Clearwater, FL 33761

Please attach this letter to your permit packet.

We hope that this error has not caused an inconvenience for you. If you have any questions, please contact our office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: FDEP Formal JD's
Coastal Engineering Associates, Inc./ Attn: Joe Calamari

H6507 Submitted @BCC



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

July 06, 2022

Wayne Wetzel
27554 U.S. Highway North
Clearwater, FL 33761

Subject: **Notice of Intended Agency Action - Approval**
Petition for Formal Determination of Wetlands and Other Surface Waters
Petition No.: 843757/42046010.000
Project Name: Wetzel
County: Hernando
Sec/Twp/Rge: S33/T22S/R20E

Dear Permittee:

The Southwest Florida Water Management District (District) has completed its review of the petition for Formal Determination of Wetlands and Other Surface Waters. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the petition.

The File of Record associated with this application can be viewed at www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact Garrett Christ at the Tampa Service Office, extension 2150.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: FDEP Formal JD's
Coastal Engineering Associates, Inc./ Attn: Joe Calamari

HA007 Submitted @ BCC



An Equal
Opportunity
Employer

Southwest Florida Water Management District

Bartow Service Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office

6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office

7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

July 06, 2022

Wayne Wetzel
27554 U.S. Highway North
Clearwater, FL 33761

Subject: **Notice Agency Action Letter - Approval**
Petition for Formal Determination of Wetlands and Other Surface Waters
Petition No.: 843757/42046010.000
Project Name: Wetzel
County: Hernando
Sec/Twp/Rge: S33/T22S/R20E

Dear Permittee:

The Southwest Florida Water Management District (District) is in receipt of your petition for Formal Determination of Wetlands and Other Surface Waters. Based upon a review of the information you submitted, the petition is approved. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the petition described in this letter.

Approved surveys are available for viewing or downloading through the District's Application and Permit Search Tools located at www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, is available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

H0507 Submitted@BCC

If you have any questions or concerns regarding your permit or any other information, Garrett Christ at the Tampa Service Office, extension 2150.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Formal Determination of Wetlands and Other Surface Waters
 Notice of Rights

cc: FDEP Formal JD's
 Coastal Engineering Associates, Inc./ Attn: Joe Calamari

H2007 Submitted @ BCC

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FORMAL DETERMINATION OF WETLANDS AND OTHER SURFACE WATERS
No. 843757/42046010.000**

EXPIRATION DATE:
July 6, 2027

FORMAL DETERMINATION ISSUED DATE
July 6, 2022

This Formal Determination of Wetlands and Other Surface Waters No. 843757/42046010.000 is issued under the provisions of Section 373.421, Florida Statutes, (F.S.), and 62-330.201, Florida Administrative Code, (F.A.C.). This Formal Determination consists of the District's determination of the locations on the property of the landward extent (boundaries) of wetlands and other surface waters based on the documentation consisting of a certified survey submitted by the Petitioner. This Formal Determination does not authorize any construction activities or constitute conceptual approval of any anticipated projects. Construction, alteration, operation, removal or abandonment of a surface water management system requires a permit from the District pursuant to Rule 62-330.020, Florida Administrative Code, (F.A.C.), and Section 373.413, Florida Statutes, (F.S.), unless exempt pursuant to 62-330.051 or 62-330.0511, F.A.C., or 373.406, F.S. This Formal Determination does not in any way establish boundaries of sovereign submerged lands.

PROJECT NAME: Wetzel

GRANTED TO: Wayne Wetzel
27554 U.S. Highway North
Clearwater, FL 33761

ABSTRACT:

The landward extent of wetlands and/or surface waters was identified and established by Joe Calamari of Coastal Engineering Associates, Inc. These boundaries were identified by applying the rule criteria of Chapter 62-340, F.A.C. Agency review of the site for the potential presence of wetlands and/or surface waters and verification of the wetland and/or surface water boundaries was conducted by Agency Environmental Scientist Garrett Christ, CWE during a site inspection with Joe Calamari of Coastal Engineering Associates, Inc., on March 25, 2022. A certified survey signed and sealed by Scott M. Osborne, a Professional Surveyor and Mapper, License #6028, State of Florida, which depicts the wetland and/or surface water boundaries, was received on June 29, 2022. To view the survey, please visit <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> to locate the formal determination record and view the documents associated with this file. The 115.02-acre site contains 16.87-acres of wetlands and surface waters.

COUNTY: Hernando

SEC/TWP/RGE: S33/T22S/R20E

PROJECT ACRES: 115.02

**WETLAND AND OTHER
SURFACE WATER ACRES:** 16.87

CURRENT LAND USE: COMMERCIAL

DATE PETITION FILED: March 09, 2022

Pursuant to Subsection 373.421 (4), F.S., the Governing Board may revoke the Formal Wetland Determination upon a finding that the Petitioner has submitted inaccurate information to the District.

H2007 Submitted @ BCC

The Formal Wetland Determination shall be binding for the stated duration provided physical conditions on the property do not change so as to alter the boundaries of wetlands and other surface waters during that period.

Documents depicting the landward extent (boundaries) of wetlands and other surface waters are hereby incorporated into this petition by reference and the Petitioner shall comply with them. These documents are available for viewing or downloading at www.WaterMatters.org.

David Kramer, P.E.

Authorized Signature

H2507 Submitted @ BCC

Handwritten: Hand 01 Submitted @ Bce

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT. BEARINGS SHOWN HEREON ARE GRID BEARINGS.

RIGHT-OF-WAY INFORMATION SHOWN HEREON WAS TAKEN FROM F.D.D. RIGHT-OF-WAY MAPS FOR U.S. HIGHWAY #50. PROJECT #34558-1-52-01. SHEETS 48-57. DATED 04/27/11. THIS RIGHT-OF-WAY INFORMATION IS ALSO BASED ON EXISTING MONUMENTATION.

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SHEET 1 = COVER SHEET
SHEET 2 = OVERALL BOUNDARY DATA
SHEETS 3-5 = BOUNDARY DETAIL DATA

ELEVATIONS BASED ON N.G.S. T.B.M. V-594,
ELEV. = 79.43'. A 4X4CM WITH A BRASS DISK
LOCATED AT THE NORTHEAST CORNER OF
LONDON HILL. D. & S. HWY. #50.

SURVEYORS' NOTE:
THE FLOOD ZONE, SEPARATION LINE SHOWN
HEREON WAS SCALED FROM A DIGITAL IMAGE
OF THE FIRM MAP, COMMUNITY PAVEL NUMBER
AS INDICATED HEREON AND IS AN APPROXIMATE

The fractional Southeast 1/4; and the East 1/2 of the fractional South-west 1/4 of Section 33, Township 22 South, Range 20 East, Hernandez County, Texas.

EXCEPT such portion thereof as may be included in the Right-of-way of State Road 90 and State Road 5-465.

[illegible][illegible]

AND EXCEPTING: (Parcel 8.2):
a parcel of one half of the East 1/2 of the Southwest 1/4 of Section 33, Township 22 North, Range 20 East, Hennepin County, Florida, being more particularly described as follows:

[illegible]

MD EXCISEMENT (Parcel 8-4)

[illegible]

Digitally signed by
Scott M Osborne
Date: 2022.06.23
14:19:33 -04'00'

OF 5 SHEETS
19072-1--WETLAND

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

Parcel ID Number: R33 422 20 0000 0080 0000

WETZEL RV PARK WATER AND SEWER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of January, 2022, by and between the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the "**DISTRICT**", and Betty Wetzel and Wayne Wetzel, husband and wife, as tenants by the entireties, hereinafter referred to as the "**DEVELOPER**".

RECITALS

WHEREAS, the **DEVELOPER** owns certain real property located on the north side of Cortez Boulevard (State Road 50) west of Mondon Hill Road and east of WPA Road in unincorporated Hernando County, Florida, more particularly described on Exhibit "A" and depicted on Exhibit "B" and Exhibit "C", attached hereto and incorporated in this **AGREEMENT**, hereinafter referred to as the "**PROPERTY**"; and

WHEREAS, the **DEVELOPER** is developing a residential development within Hernando County known as Wetzel RV Park on the **PROPERTY** which will consist of approximately 349 recreational vehicle and park model spaces, hereinafter referred to as the "**PROJECT**"; and

WHEREAS, the **PROJECT** will require approximately 32,900 gallons per day (gpd) of water supply and 26,250 gallons per day (gpd) of sanitary sewer service; and

WHEREAS, the **DEVELOPER** will plan, design, permit, construct, install, inspect, own, operate, maintain, test, repair and replace the private on-site water distribution lines and system and private on-site sanitary sewer collection and transmission lines and system which will be located on the **PROPERTY** to serve the **PROJECT**; and

WHEREAS, the **DISTRICT** owns, operates and maintains a potable water system and a wastewater system in unincorporated Hernando County, Florida, that are presently capable of providing water supply and sanitary sewer service to the **PROPERTY**; and

WHEREAS, Hernando County has entered into a Standard Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for funds relating to the Hernando County Package Plant Connection Project; and

WHEREAS, the Standard Grant Agreement provides funds for Hernando County, by and

#2507 - Submitted by public@BCC 8/5

through the **DISTRICT**, to demolish existing private wastewater package plants and to construct lift stations, force mains, and any other necessary components needed to connect various sites to the **DISTRICT**'s central wastewater collection system; and

WHEREAS, on December 15, 2020, the **DISTRICT** executed an Agreement for Wastewater Connection and Service with Countryside Estates ROC, Inc., the owner of real property located at 7001 Tall Oaks Lane, Brooksville, Florida, 34601-6820, which has been developed as Countryside Estates Mobile Home Park; and

WHEREAS, the Agreement for Wastewater Connection and Service for Countryside Estates Mobile Home Park was recorded on December 18, 2020, in Official Records Book 3927, Page 1824, Public Records of Hernando County, Florida; and

WHEREAS, the Agreement for Wastewater Connection and Service provides for the **DISTRICT** to construct and extend a minimum three (3)-inch proposed wastewater force main along Cortez Boulevard and Tall Oaks Lane from a location at Cortez Boulevard and Ogburn Street to Countryside Estates Mobile Home Park; and

WHEREAS, the Agreement for Wastewater Connection and Service also provides for the owner of Countryside Estates Mobile Home Park to connect its private on-site sewage collection lines to the **DISTRICT**'s wastewater system for transmission, treatment and disposal service by the **DISTRICT**; and

WHEREAS, the **PROJECT** being developed by the **DEVELOPER** is located along the route of the proposed wastewater force main described in the Agreement for Wastewater Connection and Service between the **DISTRICT** and the owner of Countryside Estates Mobile Home Park; and

WHEREAS, provision of sanitary sewer service necessary to accommodate the **PROJECT** will require the **DISTRICT** to increase the size of the proposed wastewater force main from a minimum of three (3) inches to a minimum of eight (8) inches in diameter and to construct and install sewage pump stations, lift stations, and attendant facilities, appurtenances and equipment; and

WHEREAS, as used in this **AGREEMENT**, the "**WASTEWATER SYSTEM IMPROVEMENTS**" necessary to provide sanitary sewer service to the **PROPERTY** consist of a new eight (8)-inch diameter wastewater force main beginning at the Connection Point for the **PROJECT**, located approximately 1,300 feet west of Spring Lake Highway, and extending east along Cortez Boulevard to the **DISTRICT**'s existing eight (8)-inch diameter wastewater force main located approximately 5,400 feet east of Spring Lake Highway across from the extension of Palen Lane on the south side of Cortez Boulevard, as depicted on Exhibit "C", together with sewage pump stations, lift stations, and attendant wastewater facilities, appurtenances and equipment, more particularly described in this **AGREEMENT**; and

WHEREAS, in consideration for the **DISTRICT** providing water supply and sanitary sewer service to the **PROPERTY**, the **DEVELOPER** agrees to design the **WASTEWATER**

SYSTEM IMPROVEMENTS and to pay the difference in the costs of construction between the proposed wastewater force main required by the **DISTRICT** and the **WASTEWATER SYSTEM IMPROVEMENTS** necessary to accommodate the **PROJECT**; and

WHEREAS, the **DISTRICT** and the **DEVELOPER** desire to enter into an agreement in order to delineate, make certain and define their respective obligations with respect to the provision of water supply and sanitary sewer service to the **PROPERTY**.

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 as follows:

1. Purpose of AGREEMENT. This **AGREEMENT** sets forth the terms, conditions, covenants and provisions for connection of private on-site water distribution lines and system and private on-site sanitary sewer collection and transmission lines and system located on the **PROPERTY** to the **DISTRICT**'s Potable Water System and Wastewater System, supply and distribution of potable water provided by the **DISTRICT** to the **PROPERTY**, acceptance by the **DEVELOPER** of potable water provided by the **DISTRICT** which shall be distributed within the **PROJECT** through the private on-site water distribution lines and system located on the **PROPERTY**, delivery by the **DEVELOPER** of wastewater generated by the **PROJECT** to the **DISTRICT** which shall be collected and transmitted through the private on-site sanitary sewer collection and transmission lines and system located on the **PROPERTY**, and acceptance by the **DISTRICT** of wastewater from the **PROPERTY** for transmission, treatment and disposal.

2. Request for Service. The **DISTRICT** and the **DEVELOPER** agree that this **AGREEMENT** acknowledges a request by the **DEVELOPER** for potable water and wastewater service from the **DISTRICT**. This **AGREEMENT** further sets forth terms and conditions which constitute the **DISTRICT**'s response to the **DEVELOPER**'s request for potable water and wastewater service and the availability of such potable water and wastewater service based upon the terms and conditions of this **AGREEMENT**. Potable water and wastewater service are contingent upon the construction by the **DEVELOPER** and approval by the **DISTRICT** of private on-site water distribution lines and system and private on-site sanitary sewer collection and transmission lines and system located on the **PROPERTY**, the design of the **WASTEWATER SYSTEM IMPROVEMENTS** by the **DEVELOPER**, the construction of the **WASTEWATER SYSTEM IMPROVEMENTS** by the **DISTRICT**, the reimbursement of construction costs for the **WASTEWATER SYSTEM IMPROVEMENTS** by the **DEVELOPER** to the **DISTRICT**, and the payment by the **DEVELOPER** of all rates, fees, charges and costs, including, but not limited to, potable water and wastewater connection fee payments, potable water and wastewater hook-up fees, and deposits for utility accounts.

3. Responsibilities of Parties. The **DEVELOPER** shall be solely responsible for acceptance of potable water from the **DISTRICT** at the **DISTRICT**'s existing potable water main and distribution of such water to the units located on the **PROPERTY**. The **DEVELOPER** shall also be solely responsible for collection of wastewater from the units located on the **PROPERTY** and

delivery of such wastewater to the **DISTRICT** at the **DISTRICT**'s new wastewater force main. The **DEVELOPER** shall, at its cost and expense, operate, maintain, test, repair and replace the private on-site water distribution lines and system which distribute water to the units located on the **PROPERTY** and the private on-site sanitary sewer collection and transmission lines and system which collect and transmit sewage from the units located on the **PROPERTY**. The **DEVELOPER** shall, at its cost and expense, plan, design, and permit the **WASTEWATER SYSTEM IMPROVEMENTS** and reimburse the **DISTRICT** for the costs of construction and installation of the **WASTEWATER SYSTEM IMPROVEMENTS** pursuant to this **AGREEMENT**. The **DISTRICT** shall, at its expense, construct, install, extend, inspect, own, operate, test, maintain, repair and replace all **WASTEWATER SYSTEM IMPROVEMENTS** planned, designed, upgraded and permitted by the **DEVELOPER** pursuant to this **AGREEMENT**.

4. Private On-Site Lines, Systems and Facilities.

a. The **DEVELOPER** shall be responsible for and shall pay all costs and expenses associated with the planning, design, permitting, construction, installation, inspection, ownership, operation, maintenance, testing, repair and replacement of all private on-site water distribution and sanitary sewer collection and transmission lines, pipes, backflow prevention devices, individual water meters, fire hydrants, sewage pump stations, lift stations, fittings, valves, vaults, accessories, equipment and attendant water and sanitary sewer facilities and systems located on the **PROPERTY**. The private on-site water distribution and sanitary sewer collection and transmission lines and systems shall comply with the applicable requirements of FDEP and Hernando County, Florida.

b. The **DEVELOPER** shall be solely responsible for the ownership, operation, maintenance, testing, repair and replacement of all portions of the private on-site water distribution lines and system and private on-site sanitary sewer collection and transmission lines and system located on the **PROPERTY** up to the Connection Points with the **DISTRICT**'s existing potable water main and new wastewater force main, respectively. All costs of owning, operating, maintaining, testing, repairing and replacing the private on-site water distribution and sanitary sewer collection and transmission lines and systems shall be paid by the **DEVELOPER**.

5. Water Distribution Lines and System. The **DEVELOPER** agrees to construct, install and extend potable water mains, backflow prevention devices, fittings and attendant water facilities necessary to connect the **PROJECT**'s private on-site water distribution lines and system to the **DISTRICT**'s existing potable water main. The Connection Point for the **PROJECT**'s water distribution lines and system shall be at a master meter on the **DISTRICT**'s existing twelve (12)-inch diameter potable water main located in the right-of-way on the north side of Cortez Boulevard approximately 1,800 feet west of Spring Lake Highway, as depicted on Exhibit "B". The **DEVELOPER** shall plan, design, permit, inspect, upgrade, improve, construct, install and extend the **PROJECT**'s private on-site water distribution lines and system in compliance with the applicable requirements of FDEP, the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition. After final inspection and acceptance by the **DISTRICT**,

the **DEVELOPER** shall convey all potable water mains and facilities within the right-of-way of Cortez Boulevard to the **DISTRICT** by means of a letter of dedication or other documentation acceptable to the **DISTRICT**. The **DISTRICT** agrees to thereafter provide potable water service to meet the water supply needs of the **PROJECT** in accordance with the terms and conditions of this **AGREEMENT**. Said water supply needs shall be defined as that supply necessary to serve the **PROJECT** at build-out.

6. Sanitary Sewer Lines and System. The **DEVELOPER** agrees to construct, install and extend wastewater force mains, sewage pump stations, lift stations, fittings and attendant sewage facilities necessary to connect the **PROJECT**'s private on-site sanitary sewer collection and distribution lines and system to the **DISTRICT**'s new wastewater force main. The Connection Point for the **PROJECT**'s sanitary sewer collection and transmission lines and system shall be at the **DISTRICT**'s new wastewater force main located in the right-of-way on the north side of Cortez Boulevard approximately 1,300 feet west of Spring Lake Highway, as depicted on Exhibit "C". The **DEVELOPER** shall plan, design, permit, inspect, upgrade, improve, construct, install and extend the **PROJECT**'s private on-site sanitary sewer collection and transmission lines and system in compliance with the applicable requirements of FDEP, the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition. After final inspection and acceptance by the **DISTRICT**, the **DEVELOPER** shall convey all wastewater force mains and facilities within the right-of-way of Cortez Boulevard to the **DISTRICT** by means of a letter of dedication or other documentation acceptable to the **DISTRICT**. The **DISTRICT** agrees to thereafter provide wastewater service to meet the sanitary sewer needs of the **PROJECT** in accordance with the terms and conditions of this **AGREEMENT**. Said sanitary sewer needs shall be defined as that service necessary to serve the **PROJECT** at build-out.

7. Plans and Specifications for Private On-Site Lines and Systems. The **DEVELOPER** shall prepare or have prepared plans and specifications necessary for the construction of the private on-site water lines, master meter, backflow prevention devices, individual water meters, fire hydrants, sanitary sewer lines, sewage pump stations, lift stations, fittings, valves, and other water distribution and sanitary sewer collection and transmission facilities connecting the **PROJECT**'s private on-site water distribution lines and system and private on-site sanitary sewer collection and transmission lines and system with the **DISTRICT**'s Potable Water System and Wastewater System, respectively. All engineering services necessary for the preparation of these plans, hydraulic modeling, construction inspection and supervision, and engineer's certification, shall be at the expense of the **DEVELOPER**, including two (2) sets of signed and sealed 22" x 34" record drawings and one (1) AutoCAD and PDF copy on CD provided to the **DISTRICT**. The **DEVELOPER** agrees that, before the plans or specifications prepared by the **DEVELOPER** in accordance with this **AGREEMENT** are submitted for review by any regulatory agency, the plans and specifications shall be submitted to and approved in writing by the **DISTRICT**. Plans and specifications shall be either approved or disapproved in writing.

8. Construction of Private On-Site Lines and Systems. The **DEVELOPER** shall, at the cost and expense of the **DEVELOPER**, construct and install all private on-site water lines, backflow prevention devices, individual water meters, fire hydrants, sanitary sewer lines, sewage pump stations, lift stations, fittings, valves, and other water distribution and sanitary sewer

collection and transmission facilities and systems required on the **PROPERTY** in accordance with the applicable requirements of FDEP, the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition. The **DISTRICT** shall provide potable water supply and distribution service and wastewater transmission, treatment and disposal service to the **PROPERTY** pursuant to the terms of this **AGREEMENT**, excepting such circumstances beyond the **DISTRICT**'s control as may cause temporary supply or service interruptions. The **DEVELOPER**, its successors or assigns, will be responsible for making payment for all potable water and wastewater service charges provided in accordance with the **DISTRICT**'s current rates, as amended.

9. Connection of Private On-Site Lines and Systems. The **DISTRICT** shall permit connection of the **PROJECT**'s private on-site water distribution and sanitary sewer collection and transmission lines, facilities and systems to the **DISTRICT**'s Potable Water System and Wastewater System, respectively, so long as they are planned, designed, permitted, constructed, installed and inspected in accordance with the provisions of this **AGREEMENT** and certified at the **DEVELOPER**'s expense by a professional engineer licensed by the State of Florida to have been built in accordance with the approved plans and specifications.

10. Maintenance of Private On-Site Lines and Systems. After final inspection by the **DISTRICT** of the private on-site water distribution and sanitary sewer collection and transmission lines and systems, the **DEVELOPER** shall be responsible for ownership, operation, maintenance, testing, repair and replacement of all water lines, backflow prevention devices, individual water meters, fire hydrants, sanitary sewer lines, sewage pump stations, lift stations, facilities and systems located on the **PROPERTY**.

11. WASTEWATER SYSTEM IMPROVEMENTS.

a. DEVELOPER's Obligations. The **DEVELOPER** agrees to plan, design, upgrade and improve the **WASTEWATER SYSTEM IMPROVEMENTS** in accordance with engineered plans and specifications to ensure that the proposed wastewater transmission lines and systems can provide the necessary flow and pressure to serve the **PROJECT**. The **WASTEWATER SYSTEM IMPROVEMENTS** to be provided by the **DEVELOPER** include the following:

i. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, plan, design, upgrade and permit a new eight (8)-inch diameter wastewater force main beginning at the Connection Point, located approximately 1,300 feet west of Spring Lake Highway, and extending east along Cortez Boulevard to the **DISTRICT**'s existing eight (8)-inch diameter wastewater force main located approximately 5,400 feet east of Spring Lake Highway across from the extension of Palen Lane on the south side of Cortez Boulevard, as depicted on Exhibit "C", together with sewage pump stations, lift stations, and attendant wastewater facilities, appurtenances and equipment. The design will encompass connection of an existing pump station on the **DISTRICT**'s force main that serves a business situated at the southeast corner of Spring Lake Highway and Cortez Boulevard to

the new eight (8)-inch diameter force main proposed for the right-of-way of Cortez Boulevard. All **WASTEWATER SYSTEM IMPROVEMENTS** shall comply with the applicable requirements of FDEP, the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition. The **DEVELOPER** shall provide finished plans and specifications to the **DISTRICT** for bidding and construction of the **WASTEWATER SYSTEM IMPROVEMENTS** no later than December 30, 2022. The plans and specifications will include drawings and certification by an engineer for acceptance by the **DISTRICT**.

ii. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, reimburse the **DISTRICT** for the difference in the costs of construction between the proposed wastewater force main required by the **DISTRICT** and the **WASTEWATER SYSTEM IMPROVEMENTS** necessary to accommodate the **PROJECT** as designed by the **DEVELOPER**. The **DEVELOPER** and the **DISTRICT** agree that the amount of such construction costs to be reimbursed and paid by the **DEVELOPER** shall not exceed \$54,410.00. The **DEVELOPER** shall pay the **DISTRICT** no later than thirty (30) days after receipt of an invoice from Hernando County, Florida. The **DEVELOPER** understands and agrees that no building permits, certificates of occupancy or certificates of completion will be issued for any residential units or other buildings or structures on the **PROPERTY** and no potable water or wastewater service shall be provided to the **PROPERTY** until the reimbursement of the construction costs is paid in full to the **DISTRICT**.

b. **DISTRICT's Obligations.** The **WASTEWATER SYSTEM IMPROVEMENTS** to be provided by the **DISTRICT** include the following:

i. The **DISTRICT** shall, at the **DISTRICT**'s cost and expense, evaluate the existing pump station that serves a business situated at the southeast corner of Spring Lake Highway and Cortez Boulevard to determine whether upgrades are required to transmit sewage through the new eight (8)-inch diameter wastewater force main proposed for the right-of-way of Cortez Boulevard. The **DISTRICT** shall, at the **DISTRICT**'s cost and expense, construct and install any necessary upgrades to the pump station resulting from the evaluation.

ii. The **DISTRICT** shall construct, install, extend and inspect the **WASTEWATER SYSTEM IMPROVEMENTS** planned and designed by the **DEVELOPER** from the Connection Point, located approximately 1,300 feet west of Spring Lake Highway, and extending east along Cortez Boulevard to the **DISTRICT**'s existing eight (8)-inch diameter wastewater force main.

iii. The **DISTRICT** shall design, construct and install a sewage pump station and wastewater force main connecting the Countryside Estates Mobile Home Park to the **DISTRICT**'s Wastewater System. The force main shall be designed, constructed and installed in the right-of-way on the north side of Cortez Boulevard

beginning at Tall Oaks Lane and extending east to the Connection Point for the **PROJECT**, located approximately 1,300 feet west of Spring Lake Highway.

12. Acceptance of Potable Water and Wastewater. The **DISTRICT** agrees to supply and provide potable water to the **PROPERTY** and the **DEVELOPER** shall accept and distribute such water to the units located on the **PROPERTY**. The potable water shall be provided by the **DISTRICT** and accepted by the **DEVELOPER** at the potable water Connection Point, where the volume of water will be monitored by the master meter and distributed by the private on-site water distribution lines and system located on the **PROPERTY**. Following completion of construction and approval of the **WASTEWATER SYSTEM IMPROVEMENTS** by FDEP, the **DISTRICT** agrees to accept wastewater for transmission, treatment and disposal from the **PROPERTY** and the **DEVELOPER** shall collect and transmit sewage from the units located on the **PROPERTY**. The wastewater shall be collected by the private on-site sanitary sewer collection lines and system located on the **PROPERTY** and delivered by the **DEVELOPER** and accepted by the **DISTRICT** at the wastewater Connection Point. The **DISTRICT** shall perform its obligations of provision of potable water and acceptance of wastewater and the **DEVELOPER** shall perform its obligations of acceptance and distribution of water and collection and transmission of sewage as provided in this **AGREEMENT**.

13. Master Meter. A minimum two (2)-inch master meter with a backflow prevention device shall be installed on the **DISTRICT**'s existing twelve (12)-inch diameter potable water main so the volume of potable water may be monitored and billed to the **DEVELOPER**. The **DISTRICT** shall install the master meter immediately adjacent to the right-of-way on the north side of Cortez Boulevard at the Connection Point for the **PROJECT**, located approximately 1,800 feet west of Spring Lake Highway, as depicted on Exhibit "B". The parties agree that the master meter shall constitute the Connection Point between the **DEVELOPER**'s private on-site water distribution lines and system and the **DISTRICT**'s Potable Water System. The **DISTRICT** shall be responsible for and shall pay all costs and expenses associated with the planning, design, permitting, construction, installation and inspection of the master potable water meter. The master potable water meter shall be owned, operated, maintained, tested, repaired and replaced by the **DISTRICT**. The **DISTRICT** shall read the master meter on a monthly basis and bill the **DEVELOPER** for the monthly base charge and the consumption rate calculated according to the size of the master meter. The **DEVELOPER** shall provide reasonable access to the master potable water meter for purposes of facilitating the **DISTRICT**'s functions of reading, operation, maintenance, testing, repair and replacement of the master meter.

14. Potable Water and Wastewater Connection Fees and Charges. Potable water and wastewater connection fees, potable water and wastewater hook-up fees, and deposits for the master meter established in the Hernando County Code of Ordinances and applicable utility rate ordinances and resolutions in effect at the time of connection to the **DISTRICT**'s Potable Water System and Wastewater System shall be paid by the **DEVELOPER** based on the size of the potable water master meter upon application for a building permit. The **DEVELOPER** acknowledges and agrees that connection fees, hook-up fees and deposits are non-refundable. Should the **DEVELOPER** require any additional potable water supply or wastewater treatment capacity, the **DEVELOPER** shall pay all additional potable water or wastewater connection fees pursuant to the Hernando County Code of Ordinances and applicable utility rate ordinances and

resolutions in effect at the time of connection. Should the **DEVELOPER** demand a lesser potable water supply or wastewater treatment capacity, the **DISTRICT** shall make no reduction in or refund of connection fees. Credits shall not be given for hook-up fees, inspection fees, meter installation charges, or any other fees, rates or charges as provided by **DISTRICT** or Hernando County ordinances, resolutions, rules, regulations, policies and procedures. Payment of potable water and wastewater connection fees required by this section will not be waived or reduced to offset any costs incurred by the **DEVELOPER** for planning, design, permitting, construction, installation, inspection, operation, maintenance or repair of the on-site private water distribution system, the on-site private wastewater collection and transmission system, or the **WASTEWATER SYSTEM IMPROVEMENTS**.

15. Utility Account Deposits and Other Charges. The **DEVELOPER** shall pay the applicable deposits for utility accounts and other applicable rates, fees, charges and costs established by the Hernando County Code of Ordinances and utility rate ordinances and resolutions in effect at the time of connection to the **DISTRICT's** Potable Water System and Wastewater System.

16. Potable Water and Wastewater Utility Rates.

a. The **DEVELOPER**, its successors or assigns, shall pay the monthly base charge and the consumption rate calculated according to the size of the master meter established by the Hernando County Code of Ordinances and utility rate ordinances and resolutions in effect at the time of service. The **DEVELOPER**, its successors or assigns, shall pay the rates and charges on a monthly basis in compliance with the Hernando County Code of Ordinances and utility rate ordinances and resolutions in effect at the time of service.

b. The rates to be charged to the **DEVELOPER** for potable water and wastewater service to the **PROPERTY** served by the **DISTRICT's** Potable Water System and Wastewater System shall be those rates established by the **DISTRICT** or Hernando County, Florida, in applicable ordinances and/or resolutions approved by the respective governing board, as amended from time to time.

17. Billing. All charges for potable water and wastewater service and consumption shall be billed to the **DEVELOPER** on a monthly basis. The **DISTRICT** shall have the right to discontinue potable water and/or wastewater service to the **PROPERTY**, record a lien against the **PROPERTY**, and pursue legal action against the **DEVELOPER** in the event of nonpayment by the **DEVELOPER**.

18. Payment. The **DEVELOPER** agrees to pay to the **DISTRICT** on a monthly basis rates and charges for potable water and wastewater service established by Chapter 28 of the Hernando County Code of Ordinances, as amended, and utility rate ordinances and resolutions in effect at the time of service. The **DEVELOPER** shall render full payment to the **DISTRICT** in United States funds within the time period specified in Chapter 28 of the Hernando County Code of Ordinances, as amended, and any applicable ordinances, resolutions, rules, regulations, policies and procedures.

19. Agency Approvals. Potable water and wastewater service by the **DISTRICT** are contingent upon all applicable federal, state, regional and local regulatory agency permits and approvals. Should any federal, state, regional or local permit and/or approval for service to the **PROPERTY** be denied or withheld, this **AGREEMENT** shall be null and void.

20. Permits. The **DEVELOPER** shall be responsible for all permits to plan, design, construct, install, extend, operate, maintain, repair and replace the **WASTEWATER SYSTEM IMPROVEMENTS** pursuant to this **AGREEMENT**.

21. Inspection. The **DISTRICT** shall have the right, when reasonably necessary, to allow its employees and agents to enter upon the **PROPERTY** to inspect the private on-site water distribution lines and system, private on-site sanitary sewer lines and system, and verify potential cross connections, flowage and the like relating to this **AGREEMENT**.

22. License. The **DEVELOPER** hereby grants a license to the **DISTRICT** and Hernando County, Florida, their officers, employees, agents and contractors, to enter on the **PROPERTY** for access and inspection purposes.

23. Easement. Upon request by the **DISTRICT**, the **DEVELOPER** shall execute a utility easement or other documents granting the **DISTRICT** an easement over the **PROPERTY** which contains the **WASTEWATER SYSTEM IMPROVEMENTS** constructed or installed by the **DISTRICT** pursuant to this **AGREEMENT**.

24. Service Area. The parties agree that the boundaries of the **PROPERTY** described on Exhibit "A" and depicted on Exhibit "B" and Exhibit "C" constitute the area of the **PROJECT** to be served by the private on-site water distribution lines and system and private on-site sanitary sewer collection and transmission lines and system to be connected to the **DISTRICT's** Potable Water System and Wastewater System, respectively. The **DEVELOPER** shall not distribute, provide or sell potable water to or collect, accept or purchase wastewater from any other areas located outside the boundaries of the **PROPERTY**, connect the private on-site water distribution or sanitary sewer collection and transmission lines and systems within the **PROJECT** to any other potable water system or wastewater system located outside the boundaries of the **PROPERTY**, or increase the size or capacity of the private on-site water distribution or sanitary sewer collection and transmission lines and systems located on the **PROPERTY**.

25. Scope of AGREEMENT. It is understood that this is not an **AGREEMENT** between the **DISTRICT** and the residents of the **PROPERTY** or occupants of the **PROJECT**. Nothing in this **AGREEMENT** shall be construed to convey to the **DEVELOPER** any ownership interest in any portion of the assets of the **DISTRICT's** Potable Water System or Wastewater System, including supply, distribution, collection, transmission, treatment or disposal facilities.

26. Responsibility for Property. All potable water and wastewater mains, lines and pipes extending from the **DISTRICT's** potable water plant and wastewater treatment facility to and including the potable water master meter and the wastewater Connection Point shall be the property and responsibility of the **DISTRICT**. All components of the **DEVELOPER's** private on-site water distribution and sanitary sewer collection and transmission lines, facilities and

systems located on the **PROPERTY** up to the potable water master meter and the wastewater Connection Point, including but not limited to the backflow prevention devices, shall be the property and responsibility of the **DEVELOPER**.

27. Federal and State Regulations. It is understood and agreed that the provision of potable water to the **PROPERTY** and the acceptance of wastewater from the **PROPERTY** as set forth in this **AGREEMENT** is subject to the rules, regulations, orders and permits of the U.S. Environmental Protection Agency (EPA) and FDEP, and the **DISTRICT**'s ability to provide potable water and accept wastewater under this **AGREEMENT** is so governed. The **DISTRICT** and the **DEVELOPER** shall comply with all applicable laws, rules, regulations, orders and permits of the EPA and FDEP.

28. Compliance with Laws. The **DEVELOPER** shall comply with all applicable federal, state, regional and local laws, ordinances, resolutions, rules, regulations, orders, permits and standards within the boundaries of the **PROPERTY** served by the **DEVELOPER**'s private on-site water distribution lines and system extending beyond the potable water master meter and private on-site sanitary sewer collection and transmission lines and system extending to the wastewater Connection Point with the **DISTRICT**'s Potable Water System and Wastewater System, respectively. Such federal, state, regional and local requirements include, but are not limited to, the Clean Water Act (33 U.S.C. § 1251, et seq.), Chapters 62-550 and 62-555, Florida Administrative Code, Chapter 28 of the Hernando County Code of Ordinances, as amended, wastewater pretreatment regulations, Hernando County resolutions, and operating permit conditions applicable to the **DISTRICT**'s Potable Water System and Wastewater System.

29. Quantity of Potable Water. The quantity of potable water provided by the **DISTRICT** shall be determined based on readings of the master meter by calculating the difference in quantity registered from the previous reading of the master meter, said meter readings to be made by the **DISTRICT**. In the event of a meter malfunction, the quantity of potable water shall be based on all available information agreed to by both parties, including, but not limited to, the history of potable water furnished to the **PROPERTY**. The **DISTRICT** agrees to render monthly bills to the **DEVELOPER** for amounts then due and payable. Said bills shall consist of two (2) components computed in accordance with the Hernando County Code of Ordinances and utility rate ordinances and resolutions in effect at the time: (i) monthly base charges; and (ii) consumption rates calculated according to the size of the master meter.

30. Master Meter Inspection and Testing. All potable water provided to the **PROPERTY** under this **AGREEMENT** shall be measured by meter equipment of standard manufacture at the Connection Point with the **DISTRICT**'s Potable Water System, said meter to be maintained, calibrated and read by the **DISTRICT** at its expense. No master meter shall be allowed to remain in service which has an error in excess of the normal test flow rates for accuracy limits established by the American Water Works Association (A.W.W.A.) guidelines, or succeeding standards, as of the time of testing. The **DISTRICT** shall inspect and test the master meter at intervals recommended by the A.W.W.A., with the master meter tested at least once per year. Upon written request by the **DEVELOPER**, the **DISTRICT** shall make available the results of such tests to the **DEVELOPER** within thirty (30) calendar days of the **DISTRICT**'s receipt of the written request. The **DISTRICT** shall pay all inspection and testing costs, except as provided below. Upon written

request by the **DEVELOPER**, the **DISTRICT** shall inspect and test the master meter in the presence of a representative or representatives of the **DEVELOPER**. If the master meter conforms to the A.W.W.A. guidelines upon testing, the **DEVELOPER** shall pay all inspection and testing costs. In the event a faulty master meter is discovered, the **DISTRICT** shall immediately take steps to restore the master meter to an accurate condition or to install a new master meter at the **DISTRICT**'s cost.

31. Indemnification. The **DEVELOPER** shall protect, indemnify, defend and hold harmless the **DISTRICT** and Hernando County, Florida, their officers, employees, agents, contractors and subcontractors, from and against all suits, actions, claims, demands, liabilities, damages, injuries, losses and expenses, including attorneys' fees and costs, resulting from injuries or damages to persons or property caused by any act, omission or negligence of the **DEVELOPER** or the **DEVELOPER**'s officers, employees, agents, contractors or subcontractors arising out of the design, construction, installation, extension, operation, maintenance, repair or replacement of the private on-site water distribution and sanitary sewer collection and transmission lines and systems by the **DEVELOPER** and the **DEVELOPER**'s contractors and subcontractors, as well as the planning and design of the **WASTEWATER SYSTEM IMPROVEMENTS** by the **DEVELOPER**.

32. No Development Rights Conferred. All parties understand, acknowledge and agree that the **DEVELOPER** received approval of rezoning for the **PROJECT** designated as File Number H-11-29 by Resolution Number 2012-8 adopted by the Hernando County Board of County Commissioners dated January 10, 2012. Nothing contained in this **AGREEMENT** shall: (a) create any development rights in favor of the **DEVELOPER**, the Company or the **PROPERTY** not already approved by the County; (b) create, alter, terminate, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (c) authorize, permit, or otherwise allow any building, construction and/or development of or on the **PROPERTY**. All land use authorizations, development and construction rights and authorizations, and building permits shall be obtained by the **DEVELOPER** upon proper application and in compliance with all standards and requirements of the Florida Building Code, the Hernando County Comprehensive Plan, the Hernando County Land Development Code, the Hernando County Code of Ordinances, any approved development plan, preliminary or final site plan, and all conditions or stipulations thereto. No sums expended by the **DEVELOPER** or the Company in connection with this **AGREEMENT** shall be entitled to credits for connection fees or impact fee credits for the **PROPERTY**, and/or any other real property owned by the **DEVELOPER** or the Company, or otherwise.

33. Term of AGREEMENT. This **AGREEMENT** shall commence upon execution by both parties. This **AGREEMENT** shall remain in effect until terminated by mutual written consent of both parties.

34. Failure to Perform.

a. The parties agree that failure, delay, disruption or interruption of the **DISTRICT** in performing any of the terms or conditions of this **AGREEMENT**, including the provision of potable water or wastewater service to the **PROPERTY**, shall be excused if

and to the extent the failure, delay, disruption or interruption is caused by: (i) an act of God, war, terrorism, natural disaster, fire, flood, weather, strike, insurrection, riot, casualty, accident, necessary maintenance work, or breakdown of or damage to machinery, pumps or pipelines; or (ii) any federal, state, regional or local government law, ordinance, rule, regulation, ordinance or resolution, act or omission of any federal, state, regional or local governmental authority, civil or military authority, or order or action of any court or agency or instrumentality of any government; or (iii) any other cause or causes beyond the control of the **DISTRICT**. In such case, the **DISTRICT** shall not be liable to the **DEVELOPER** or any residents of the **PROPERTY** or occupants of the **PROJECT** for any claims, damages, injuries, liabilities, losses, costs or expenses resulting from such unavoidable failure, delay, disruption or interruption of service. The **DISTRICT** agrees to correct any and all disruptions or interruptions that may occur and restore service as soon as practicable, except for those beyond the control of the **DISTRICT**.

b. If the **DEVELOPER**'s private on-site water distribution or sewage collection or transmission lines or systems or the **DISTRICT**'s potable water supply or distribution system or wastewater transmission, treatment or disposal system fails for reasons or events beyond either party's control, the appropriate party shall make all reasonable efforts to promptly repair its respective lines or systems.

35. Default. Neither party shall declare the other in default of the provisions 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 party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

36. No Waiver. The failure of either party to exercise any right, power or remedy contained in this **AGREEMENT**, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's right to demand strict compliance with the terms, conditions, covenants and provisions of this **AGREEMENT**.

37. Notices.

a. All requests and notices required or authorized to be given by either party under this **AGREEMENT** shall be given in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

i. **DISTRICT:** Hernando County Water and Sewer District
c/o Director, Hernando County Utilities Department
15365 Cortez Boulevard
Brooksville, Florida 34613-6174

With Copy to: County Administrator
Hernando County
15470 Flight Path Drive
Brooksville, Florida 34604

ii. **DEVELOPER:** Betty Wetzel and Wayne Wetzel
27554 US Highway 19 North
Clearwater, Florida 33761-4928

b. Either party may, by written notice to the other party as provided above, change the address for subsequent notice. Any request or notice may be given by electronic mail in addition to but not in lieu of the written notice delivered in accordance with the requirements set forth above in this section.

38. Assignment. The **DEVELOPER** shall not assign this **AGREEMENT** or any rights or duties under this Agreement to any other person or entity without the prior written consent of the **DISTRICT**. Any proposed assignment to any person or entity shall require written agreement by such person or entity to comply with all obligations and responsibilities of the terms, conditions, covenants and provisions of this **AGREEMENT**.

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

40. Disclaimer of Third Party Beneficiaries. This **AGREEMENT** is solely for the benefit of the parties hereto, and no right or cause of action shall accrue to, by reason hereof, or for the benefit of any third party not a party to this **AGREEMENT**.

41. Joint Preparation. The parties agree that they have each participated in the drafting of this **AGREEMENT**, and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this **AGREEMENT**.

42. Governing Law. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any claim, action, litigation or proceeding under this **AGREEMENT**, venue shall be located in a civil court of competent jurisdiction in Hernando County, Florida. The parties hereby waive their right to trial by jury in any claim, action, litigation or proceeding arising out of this **AGREEMENT** which may be brought by either party. Each party shall be responsible for its own attorneys' fees and costs.

43. Titles. Titles and captions to sections and paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this **AGREEMENT** or the sections, paragraphs or provisions herein.

44. Severability. Should any term, provision, covenant, condition, section, paragraph, sentence or portion of this **AGREEMENT** be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining terms, provisions, covenants, conditions, sections, paragraphs, sentences and portions shall, nevertheless, remain in full force and effect.

45. Conflict. In the event of any conflict between this **AGREEMENT** and any other written agreement between the parties concerning the subject matter of this **AGREEMENT**, the provisions of this **AGREEMENT** shall prevail.

46. Entire Agreement. This **AGREEMENT** constitutes the complete agreement of the parties and incorporates all prior agreements, correspondence, negotiations, conversations, covenants, promises and understandings between the parties concerning the subject matter of this **AGREEMENT**. There are no covenants, promises, agreements or understandings, either oral or written, between the parties except as herein set forth.

47. Amendments. No alterations, amendments, changes or additions to this **AGREEMENT** shall be binding upon the parties unless reduced to writing, executed by the parties with the same formality as this **AGREEMENT**, and recorded in the Public Records of Hernando County, Florida.

48. Prior Agreements Superseded. This **AGREEMENT** shall supersede and replace all prior agreements, correspondence, negotiations, conversations and understandings between the parties concerning the subject matter of this **AGREEMENT**.

49. Recording. An executed copy of this **AGREEMENT** shall be recorded in the Public Records of Hernando County, Florida.

50. Authority. If applicable, the person executing this **AGREEMENT** certifies by acknowledgment of the signature below that he or she has been properly authorized to enter into this **AGREEMENT**.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, by and through their duly authorized representatives, on the respective dates below.

ATTEST:



Susan Burns, Deputy Clerk
for Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

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

By: [Signature]
Steve Champion, Chairman

Date: January 11, 2022

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 11th day of January, 2022, by Steve Champion, 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.



[Signature]
Print Name: Cheryl Carr
Notary Public, State of Florida
Commission No. HH059526
My Commission Expires: 11/2/24

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

By: Maureen S. Sikora
County Attorney's Office

WITNESSES:

DEVELOPER

BETTY WETZEL and WAYNE WETZEL,
Husband and Wife, as Tenants by the Entireties

Signature: Caleb Lamperski
Print Name: Caleb Lamperski

Betty Wetzel
Betty Wetzel

Signature: Delores J. Arter
Print Name: DELORES J. ARTER

Date: 12-22-2021

Signature: Caleb Lamperski
Print Name: Caleb Lamperski

Wayne Wetzel
Wayne Wetzel

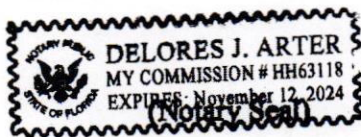
Signature: Delores J. Arter
Print Name: DELORES J. ARTER

Date: 12-22-21

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 22nd day of December 2021, by Betty Wetzel and Wayne Wetzel, who ☒ are personally known to me or ☐ have produced _____ as identification.



Delores J. Arter
DELORES J. ARTER
Print Name: _____
Notary Public, State of Florida
Commission No. HH63118
My Commission Expires: 11/12/24

EXHIBIT "A"

A Parcel of Land lying in Section 33, Township 22 South, Range 20 East, Hernando County, Florida, being more particularly described as follows:

The SE 1/4 of said section 33, lying North of State Road #50 and lying West of Mondon Hill Road (State Road #485);
and the East 1/2 of the SW 1/4 of said section 33, lying North of State Road #50



MONDON HILL RD

Tail Oaks
Lane

WPA ROAD

COUNTRYSIDE
ESTATES MHP

EXISTING 12" WM

CONNECTION
POINT WITH
MASTER METER

WETZEL RV
PARK PROPERTY

CORTEZ BLVD.

SPRING LAKE
HWY

LEGEND

EXISTING WATER MAIN (WM)



EXHIBIT "B"
POTABLE WATER SYSTEM
WETZEL RV PARK

Please note the information shown
on this map is for visual reference only
and is subject to field verification.

