

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

Parcel ID Number(s): R05 423 21 0000 0030 0110

## **SUNRISE COMBINED-PLANNED DEVELOPMENT PROJECT WATER AND SEWER SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into this 14<sup>th</sup> day of October, 2025, by and among the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the “**DISTRICT**”, and Hawk Sunrise LLC, a Florida limited liability company, hereinafter referred to as the “**DEVELOPER**”.

### **RECITALS:**

**WHEREAS**, **DEVELOPER** owns approximately 498 acres of real property located lying south of S.R. 50, east of Interstate 75, west of Kettering Road, and north of potential future Dashbach Street, in unincorporated Hernando County, which is described on Exhibit “A” and depicted on Exhibit “B,” both of which are attached hereto and incorporated herein, hereinafter referred to as the “**PROPERTY**; and

**WHEREAS**, the **PROPERTY** is a portion of the real property proposed for a mixed-use development consisting of 4,200 Single Family Units, 600 Multi-Family Units, 75 Motel Units, 325,000 square feet of Retail/Commercial uses, 50,000 square feet of Office uses, 40,000 square feet of Mini-Warehouse Use, Recreational Amenities and Residential Ancillary Uses, and Public or Semi Public Uses; all of which are approved by the C-PDP Rezoning and Master Plan effective as of December 10, 2008,; and

**WHEREAS**, the **DEVELOPER** is developing a portion of the mixed-use development within unincorporated Hernando County known as the Sunrise Combined-Planned Development Project on the **PROPERTY**, hereinafter referred to as the “**PROJECT**” and depicted on Exhibit “B”, which is attached hereto and incorporated herein; and

**WHEREAS**, pursuant to Sunrise (Combined-Planned Development Project) dated September 12, 2023 (the “**Development Agreement**”), by and between the **DEVELOPER**, and Hernando County, a political subdivision of the State of Florida (the “**COUNTY**”), the **PROJECT** has vested concurrency for 1,680,000 gallons per day (gpd) of potable water supply for Residential Use, and 88,200 gallons per day (gpd) of potable water supply for Non-Residential use and 816,000 gallons per day (gpd) of sanitary sewer service for Residential Use and 58,800 gallons per day (gpd) of sanitary sewer service for Non-Residential use; and

**WHEREAS**, the **DISTRICT** operates a water system and a wastewater system that are presently, or will be, capable of providing potable water supply and sanitary sewer service to the **PROJECT**; and

WHEREAS, in consideration for the **DISTRICT** providing potable water supply and sanitary sewer service to the **PROJECT, DEVELOPER** shall undertake the following subject to the terms and conditions of the Development Agreement and as specifically set forth herein, but in the event of a conflict between the Development Agreement and this Water and Sewer Agreement (this “**AGREEMENT**”) concerning **DEVELOPER**’s obligations concerning the **UTILITY SYSTEM IMPROVEMENTS** (as hereinafter defined), this **AGREEMENT** shall control:

a. **OWNERS** and **DEVELOPER** agree to grant, dedicate and/or convey perpetual water and sewer utility easements (exclusive or non-exclusive, as applicable) to the **DISTRICT** for all existing and future water distribution mains, wastewater transmission mains, and attendant facilities, appurtenances and equipment located, constructed and/or installed on the **PROPERTY** in areas where the infrastructure is not located within the right of ways dedicated to the Public and Hernando County, more particularly described in this **AGREEMENT** ; and

b. The **DEVELOPER** agrees to construct, install and/or extend (i) a 12-inch diameter water main as depicted in blue on Exhibit ”C, which is attached hereto and incorporated herein and (ii) subject to the reimbursements from the **DISTRICT** as set forth below, an oversized (from 12 inches) 16-inch diameter water main as depicted in green on Exhibit ”C”, which such 12-inch and 16-inch water mains provide connections to the three points of connection to the **DISTRICT**’s existing water mains on Kettering Road, Sunrise Blvd./Cracker Crossing and at the eastern end of Old Trilby Road west of Interstate 75, all as depicted on Exhibit ”C” incorporated herein (such 12-inch and 16-inch diameter water mains, collectively, the “**WATER SYSTEM IMPROVEMENTS**”); and, subject to the reimbursements from the **DISTRICT** as set forth below, (iii) an oversized sewer forcemain as depicted on Exhibit ”D,” which is attached hereto and incorporated herein and (iv) a new 16” sewer forcemain utility across Interstate 75 as depicted on Exhibit ”D,” together with attendant facilities, appurtenances and equipment, more particularly described in this **AGREEMENT**; collectively hereinafter referred to as the “**WASTEWATER SYSTEM IMPROVEMENTS**”; (the “**WATER SYSTEM IMPROVEMENTS**” and the “**WASTEWATER SYSTEM IMPROVEMENTS**,” collectively, the “**UTILITY SYSTEM IMPROVEMENTS**”); and

WHEREAS, the **DISTRICT** and the **DEVELOPER** desire to enter into an agreement in order to delineate, make certain and define each of their obligations with respect to the provision of a water supply and distribution system and wastewater collection and treatment system which shall service the **PROJECT**.

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

A. **WATER SUPPLY AND DISTRIBUTION SYSTEM**

1. **Water Supply System.** The **DEVELOPER** agrees, at the expense of the **DEVELOPER**, to

construct, install and extend water mains, fittings and attendant water facilities necessary to connect the **PROJECT**'s water distribution system to the **DISTRICT**'s existing potable water transmission system as specified in Section C of this **AGREEMENT**. The connection points for the **WATER SYSTEM IMPROVEMENTS** shall be at the **DISTRICT**'s existing water mains on Kettering Road, Sunrise Blvd./Cracker Crossing and at the eastern end of Old Trilby Road west of Interstate 75, ALL as depicted on Exhibit "C". The **DEVELOPER** agrees to plan, design, permit, inspect, upgrade, improve, construct, install and extend the **PROJECT**'s water distribution system (including the **WATER SYSTEM IMPROVEMENTS**) in accordance with the requirements of the Florida Department of Environmental Protection (FDEP), the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition and addenda, as may be applicable and pertaining thereto. **DEVELOPER** agrees to grant, dedicate and/or convey exclusive perpetual utility easements for the water mains and the connection points described in this paragraph. The **DISTRICT** agrees to thereafter provide potable water service to serve the potable water supply needs of the **PROJECT** in accordance with the terms and conditions of this **AGREEMENT**. Said potable water supply needs shall be defined as that supply necessary to serve the **PROJECT** at build out. The **DEVELOPER** agrees it shall commence construction of the **WATER SYSTEM IMPROVEMENTS**, which include the three (3) potable water main connections depicted on Exhibit "C," within 90 days of the receipt of all final non-appealable permits, approvals and authorizations for Hernando County and every other government body or agency exercising jurisdiction over the construction of same, and thereafter, Developer shall diligently pursue to completion the **WATER SYSTEM IMPROVEMENTS**.

**2. On-Site Water Distribution System.** The **DEVELOPER** shall provide, at the expense of the **DEVELOPER**, the construction and installation of all on-site water distribution lines, fittings, backflow prevention devices, fire hydrants, and other water distribution facilities required within the **PROJECT** in accordance with the requirements of the Florida Department of Environmental Protection (FDEP), the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition and addenda, as may be applicable and pertaining thereto. The **DISTRICT** shall provide potable water service to the **PROJECT** pursuant to the terms of this **AGREEMENT** and the Development Agreement, excepting such circumstances beyond the **DISTRICT**'s control as may cause temporary supply interruptions. The **DEVELOPER**, its heirs, personal representatives, successors, or assigns, will be responsible for making payment for all potable water service charges provided in accordance with the **DISTRICT**'s current rates, as amended.

**3. Payment of Water Connection Fees.** Water connection fees established in the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time shall be collected for each commercial building and each residential unit upon application for a building permit. The **DEVELOPER** acknowledges and agrees that connection fees are non-refundable. Should the **DEVELOPER** require any additional potable water supply, the **DEVELOPER** shall pay all additional necessary water connection fees pursuant to the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time. Should the **DEVELOPER** demand a lesser potable water supply, the **DISTRICT** shall make no reduction in or refund of connection fees. Credits shall not be given for hook-up, inspection or water meter installation charges as provided by **DISTRICT** resolution.

**4. On-Site Water Plans and Specifications.** The **DEVELOPER** agrees to prepare or have

prepared plans and specifications necessary for the construction of the on-site water distribution lines, fittings, backflow prevention devices, fire hydrants, and other potable water facilities connecting the **PROJECT**'s water distribution system with the **DISTRICT**'s water transmission system. All engineering services necessary for the preparation of these plans, including hydraulic modeling, construction inspection and supervision, and engineer's certification, shall be at the expense of the **DEVELOPER**, including two sets of signed and sealed 22" x 34" record drawing hard copies, one signed and sealed PDF copy, and all associated AutoCAD files. These deliverables shall be provided to the **DISTRICT** prior to transfer of ownership. 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 and approval of such plans and specifications shall not be unreasonably withheld.

**5. Conveyance of On-Site Water Distribution and Transmission System.** After final inspection and acceptance by the **DISTRICT** of the water distribution and transmission system, the **DEVELOPER** shall be responsible for warranty and repair of the water lines and facilities for a minimum period of eighteen (18) months as provided in Section 26-73 and 26-74 of the Hernando County Code of Ordinances. The **DEVELOPER** agrees to secure a warranty bond from the contractor in an amount equal to twenty percent (20%) of the actual construction costs to repair or replace (at the option of the **DISTRICT**) any water distribution and transmission lines and facilities which may have construction or installation defects for a minimum period of eighteen (18) months as provided in Section 26-73 and 26-74 of the Code of Ordinances. The **DEVELOPER** shall convey all on-site water lines and facilities to the **DISTRICT** by means of a letter of dedication or other documentation acceptable to the **DISTRICT**. All on-site water lines and facilities shall be placed by the **DEVELOPER** in utility easements granted to the **DISTRICT** by the **DEVELOPER** or in publicly dedicated rights-of-way provided by the **DEVELOPER**.

**B. WASTEWATER SYSTEM**

**1. Wastewater Treatment System.** The **DEVELOPER** agrees to provide, subject to the terms and conditions hereof and the Development Agreement, the **WASTEWATER SYSTEM IMPROVEMENTS** as depicted on Exhibit "D", necessary to accommodate wastewater from the **PROJECT** and from future development in the adjacent service area. The **DEVELOPER** further agrees, at the expense of the **DEVELOPER**, subject to the reimbursements for the **WASTEWATER SYSTEM IMPROVEMENTS** as set forth herein, to construct, install and extend sewer forcemains, pumping stations and attendant sewer facilities necessary to connect the **PROJECT**'s wastewater collection system to the **DISTRICT**'s existing wastewater transmission system. The connection point for the **PROJECT**'s wastewater collection system shall be at the **DISTRICT**'s existing 12-inch diameter sewer forcemain located at Kettering Road, as depicted on Exhibit "D". The **DEVELOPER** agrees to plan, design, permit, inspect, upgrade, improve, construct, install and extend the **PROJECT**'s wastewater collection system in accordance with the requirements of the Florida Department of Environmental Protection (FDEP), the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition and addenda, as may be applicable and pertaining thereto. The **DEVELOPER** agrees to grant, dedicate and/or convey exclusive perpetual utility easements for the sewer gravity mains and forcemains, the connection points and the **WASTEWATER SYSTEM IMPROVEMENTS** described in this paragraph. The **DISTRICT**

agrees to thereafter transmit and treat sewage collected by the **PROJECT**'s wastewater collection system in accordance with the terms and conditions of this **AGREEMENT**.

**2. On-Site Wastewater Collection System.** The **DEVELOPER** shall provide, at the expense of the **DEVELOPER**, the construction and installation of all gravity sewer mains, on-site sewer collection lines, pumping stations, and other sewer facilities for wastewater collection and transmission required within the **PROJECT** in accordance with the requirements of the Florida Department of Environmental Protection (FDEP), the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition and addenda, as may be applicable and pertaining thereto. The **DISTRICT** shall provide sanitary sewer transmission and treatment service to the **PROJECT** pursuant to the terms of this **AGREEMENT** and the Development Agreement, excepting such circumstances beyond the **DISTRICT**'s control as may cause temporary service interruptions. The **DEVELOPER**, their heirs, personal representatives, successors and assigns, will be responsible for making payment for all sewer service charges provided in accordance with the **DISTRICT**'s current rates, as amended.

**3. Payment of Wastewater Connection Fees.** Wastewater connection fees established in the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time shall be collected for each commercial building and each residential unit upon application for a building permit. The **DEVELOPER** acknowledge and agree that connection fees are non-refundable. Should the **DEVELOPER** require any additional wastewater treatment capacity, the **DEVELOPER** shall pay all additional necessary wastewater connection fees pursuant to the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time. Should the **DEVELOPER** demand a lesser wastewater treatment capacity, the **DISTRICT** shall make no reduction in or refund of connection fees. Credits shall not be given for hook-up, inspection or wastewater meter installation charges as provided by **DISTRICT** resolution.

**4. On-Site Wastewater Plans and Specifications.** The **DEVELOPER** agrees to prepare or have prepared plans and specifications necessary for the construction of the **WASTEWATER SYSTEM IMPROVEMENTS**, as depicted on Exhibit "D" and other sewer facilities connecting the **PROJECT**'s sewer collection system with the **DISTRICT**'s wastewater transmission system. All engineering services necessary for the preparation of these plans, construction inspection and supervision, and engineer's certification, shall be at the expense of the **DEVELOPER**, including two sets of signed and sealed 22" x 34" record drawing hard copies, one signed and sealed PDF copy, and all associated AutoCAD files. These deliverables shall be provided to the **DISTRICT** prior to transfer of ownership. 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 and approval of such plans and specifications shall not be unreasonably withheld.

**5. Conveyance of On-Site Wastewater Collection and Transmission System.** After final inspection and acceptance by the **DISTRICT** of the wastewater collection and transmission system, the **DEVELOPER** shall be responsible for warranty and repair of the gravity sewer force mains, pumping stations, sewer lines and facilities for a minimum period of eighteen (18) months as provided in Section 26-73 and 26-74 of the Hernando County Code of Ordinances. The **DEVELOPER** agrees to secure a warranty bond from the contractor in an amount equal to twenty

percent (20%) of the actual construction costs to repair or replace (at the option of the **DISTRICT**) any wastewater collection and transmission lines and facilities which may have construction or installation defects for a minimum period of eighteen (18) months as provided in Section 26-73 and 26-74 of the Code of Ordinances. The **DEVELOPER** shall convey all on-site sewer lines, pumping stations and facilities to the **DISTRICT** by means of a letter of dedication or other documentation acceptable to the **DISTRICT**. All on-site sewer lines and facilities shall be placed by the **DEVELOPER** in utility easements granted to the **DISTRICT** by the **DEVELOPER** or in publicly dedicated rights-of-way provided by the **DEVELOPER**.

### C. SPECIFIC CONDITIONS

1. **Construction of UTILITY SYSTEM IMPROVEMENTS.** The **DISTRICT** acknowledges that **DEVELOPER** is not obligated to undertake or install the oversized 16-inch potable water line, nor any offsite wastewater improvements in accordance with the Development Agreement. Nevertheless, subject to the reimbursements and payments from the **DISTRICT** as set forth herein, **DEVELOPER** agrees to undertake and install the **UTILITY SYSTEM IMPROVEMENTS** in accordance with engineered plans and specifications to ensure that the wastewater collection and transmission system can provide the necessary flow and pressure to serve the **PROJECT** and future development in the adjacent service area. The **DEVELOPER** agrees to provide exclusive perpetual water and sewer utility easements for the **WASTEWATER SYSTEM IMPROVEMENTS** to the **DISTRICT** pursuant to the terms hereof. The **UTILITY SYSTEM IMPROVEMENTS** depicted on Exhibit "D" include the following reimbursable improvements:

- a. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, subject to the reimbursements and payments from the **DISTRICT** as set forth herein, install an oversized 16-inch diameter water main as depicted in green on Exhibit "D" (the "**Oversized Water Main**") instead of a required 12-inch potable water main. The difference in cost between the size of the 12-inch potable water main required to serve the **PROJECT** only and the size of the 16-inch, **Oversized Water Main** requested by the **DISTRICT** will be paid for by the **DISTRICT**. The parties agree that the cost to be paid by the **DISTRICT** to the **DEVELOPER** for the **Oversized Water Main** shall be \$285,888.00 based on the spreadsheet showing the cost of such oversizing as set forth on "Exhibits G1-G3" (the "**Oversizing Water Funds**"). The **Oversizing Water Funds** shall be paid to **DEVELOPER** or its designated contractor in cash pursuant to the disbursements described in Section C.2 hereof.
- b. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, subject to the reimbursements and payments from the **DISTRICT** as set forth herein, install an oversized 16-inch sewer forcemain as depicted on Exhibit "E" (the "**Oversized Forcemain**") instead of a required 12-inch sewer forcemain. The difference in cost between the size of the 12-inch sewer forcemain utility required to serve the **PROJECT** only and the size of the 16-inch, **Oversized Forcemain** requested by the **DISTRICT** will be paid for by the **DISTRICT**. The parties agree that the cost to be paid by the **DISTRICT** to the **DEVELOPER** for the **Oversized Forcemain** shall be \$168,915.00 based on the spreadsheet showing the cost of such oversizing as depicted in "Exhibit F" (the "**Oversizing Forcemain Funds**"). The **Oversizing Forcemain Funds** shall be paid to **DEVELOPER** or its designated contractor in cash pursuant to the disbursements described in Section C.2 hereof.

- c. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, subject to the reimbursements and payments from the **DISTRICT** as set forth herein, construct a 16" sewer forcemain utility across Interstate 75 as depicted on Exhibit "D" (the "I-75 **Forcemain**"). The cost of the 16" I-75 **Forcemain** will be paid for by the **DISTRICT**. The parties agree that the cost to be paid by the **DISTRICT** to the **DEVELOPER** for the I-75 **Forcemain** shall be \$808,680.22 based on the spreadsheet showing the cost of such oversizing as depicted in "Exhibit F" (the "I-75 **Forcemain Funds**"). The Oversizing **Forcemain Funds** shall be paid to **DEVELOPER** or its designated contractor in cash pursuant to the disbursements described in Section C.2 hereof.
- d. The Oversized Water Main, the Oversized **Forcemain** and the I-75 **Forcemain** are individually referred to hereinafter as an "**Oversizing Project**") and collectively referred to hereinafter as the "**Oversizing Projects**" and the Oversizing Water Fund, the Oversizing **Forcemain Fund** and the I-75 **Forcemain Funds** are collectively referred to hereinafter as the "**Utility System Improvement Funds**".
- e. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, to the reimbursements and payments from the **DISTRICT** as set forth herein, prepare engineering design and permitting necessary for the **WASTEWATER SYSTEM IMPROVEMENTS** described in paragraph 1 of Section C above. Engineering design includes, but is not limited to, sizing of pumps, pipes and mains, hydraulic analyses, electrical and instrumentation, and analysis of generator sufficiency.
- f. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, grant, dedicate and/or convey to the **DISTRICT** exclusive perpetual water and sewer utility easements for the purpose of access, construction, installation, inspection, improvement, operation, repair and/or maintenance of the **DISTRICT**'s existing water and wastewater lines and facilities located within the **PROPERTY**, the water distribution and transmission system, the wastewater collection and transmission system, and all **WASTEWATER SYSTEM IMPROVEMENTS**. The location, size and form for all easements and/or rights-of-way shall be approved by the **DISTRICT** prior to acceptance and recording of such easements and/or rights-of-way.

**2. Reimbursement for UTILITY SYSTEM IMPROVEMENTS.** The **DISTRICT** shall, at its sole cost and expense, reimburse the **DEVELOPER** in cash for the costs associated with the applicable Oversizing Project in accordance with the following schedule (pursuant to the Local Government Prompt Payment Act, Section 218.70, Florida Statutes *et seq.*) as follows as to each of the Oversizing Projects:

- (a) An amount equal to twenty-five percent (25%) of the applicable Utility System Improvement Funds (the Oversizing Water Fund, the Oversizing **Forcemain Fund** and the I-75 **Forcemain Funds**, as applicable to the applicable Oversizing Project being constructed) shall be paid to **DEVELOPER** within forty-five (45) calendar days of **DEVELOPER**'S delivery to the **COUNTY** of written certification from **DEVELOPER**'S general contractor and engineer of record confirming completion of not less than twenty-five percent (25%) of the construction of the applicable Oversizing Project;

- (b) An amount equal to twenty-five percent (25%) of the applicable Utility System Improvement Funds (the Oversizing Water Fund, the Oversizing Forcemain Fund and the I-75 Forcemain Funds, as applicable to the applicable Oversizing Project being constructed) shall be paid to DEVELOPER within forty-five (45) calendar days of DEVELOPER'S delivery to the COUNTY of written certification from DEVELOPER'S general contractor and engineer of record confirming completion of not less than fifty percent (50%) of the applicable Oversizing Project;
- (c) An amount equal to twenty-five percent (25%) of the applicable Utility System Improvement Funds (the Oversizing Water Fund, the Oversizing Forcemain Fund and the I-75 Forcemain Funds, as applicable to the applicable Oversizing Project being constructed) shall be paid to DEVELOPER within forty-five (45) calendar days of DEVELOPER'S delivery to the COUNTY of written certification from DEVELOPER'S general contractor and engineer of record confirming completion of not less than seventy-five percent (75%) of the construction of the applicable Oversizing Project; and
- (d) The remaining balance of the applicable portion of the Utility System Improvement Funds shall be paid to DEVELOPER within forty-five (45) calendar days after DEVELOPER has received the certificate of completion for the applicable Oversizing Project.

3. The conditions precedent to the final reimbursement otherwise due under Section C.2 above shall be:

- i. The DEVELOPER shall furnish to the DISTRICT true copies of all final payment requests from its contractors, subcontractors, suppliers, laborers and others related to the construction of the PROJECT;
- ii. The DEVELOPER shall submit to the DISTRICT documentation of payment by the DEVELOPER of such final payment requests;
- iii. The DEVELOPER shall submit to the DISTRICT an acceptable invoice with appropriate documentation as provided by Chapter 218, Part VII, Florida Statutes;
- iv. The DEVELOPER shall furnish to the DISTRICT a complete release of lien, or other instrument acceptable to the DISTRICT, evidencing that all claims arising from the construction of the PROJECT have been extinguished, which instrument has been duly executed by all suppliers, laborers, contractors, subcontractors and others on the PROJECT for work covered by the applications for payment and which release shall be legally sufficient to protect and secure the DEVELOPER and the DISTRICT from any claims whatsoever arising out of the aforesaid work; and
- v. The DISTRICT shall inspect the PROJECT and accept construction and installation of the PROJECT located within utility easements and/or county or state rights-of-way.

4. The DEVELOPER shall require that the contractor prepare and maintain complete and accurate books of account and records as to all PROJECT costs, which books of account and records

shall be kept and maintained in accordance with generally accepted industry standards, consistently applied. Upon request, the **DEVELOPER** shall promptly provide to the **DISTRICT** detailed documentation of actual **PROJECT** costs incurred, including but not limited to pay requests, cancelled checks and other documentation reasonably and customarily deemed necessary by the **DISTRICT**. The **DISTRICT** shall have the right to inspect, examine and copy all plans, drawings, permits, records, documents and other materials relating to the **PROJECT** maintained by the **DEVELOPER**, engineer, contractor, subcontractors and others involved in the **PROJECT**.

5. Upon completion, inspection and successful testing of the **PROJECT** provided for herein, and following receipt of a letter of certification and record drawings ("As Builts") from the Engineer of Record for the **PROJECT**, and subject to necessary approvals from the **DISTRICT** and the Florida Department of Environmental Protection, the **DISTRICT** shall accept for ownership, perpetual maintenance and operation the **PROJECT** lying within utility easements and/or county or state rights-of-way.

6. **Construction Review and Oversight.** The **DEVELOPER** shall be responsible for directing and managing the construction and installation of the **WASTEWATER SYSTEM IMPROVEMENTS** described in paragraph 1 of Section C above. **DISTRICT** employees, agents and inspectors shall have the right to visit the site, observe the progress and quality of construction, and conduct inspections. If the **DISTRICT** finds that any **WASTEWATER SYSTEM IMPROVEMENTS** fail to comply with the approved plans or this **AGREEMENT**, the **DISTRICT** shall provide written notice to the **DEVELOPER** specifying the deficiencies or nonconformities. Upon receipt of such notice, the **DEVELOPER** shall promptly take appropriate action to remedy the deficiencies or nonconformities. The **DISTRICT** shall have no obligation to accept or approve any **WASTEWATER SYSTEM IMPROVEMENTS** which do not comply with the approved plans or this **AGREEMENT**.

7. **Performance and Payment Bond.** A Performance and Payment Bond payable to the **DISTRICT** in a sum equal to one hundred percent (100%) of the total awarded contract amount for construction of the **WASTEWATER SYSTEM IMPROVEMENTS** issued by a surety company considered satisfactory to the **DISTRICT** and authorized to transact business in the State of Florida will be required from the construction contractor for purposes of insuring the faithful performance of the obligations imposed by the contract and protecting the **DISTRICT** from lawsuits for non-payment of debts incurred during the contractor's performance under such contract. The Performance and Payment Bond shall remain in effect through the minimum eighteen (18)-month warranty period following completion of construction by the **DEVELOPER** and acceptance by the **DISTRICT**. When applicable, the Performance and Payment Bond will be included in the contract documents and said form must be properly executed by the surety company and the contractor within fifteen (15) calendar days after notification by the **DEVELOPER** of the **DEVELOPER**'s intent to award the contract.

8. **Conveyance of WASTEWATER SYSTEM IMPROVEMENTS.** After final inspection and acceptance by the **DISTRICT**, then the **DEVELOPER** shall convey all **WASTEWATER SYSTEM IMPROVEMENTS** to the **DISTRICT** by means of a letter of dedication or other documentation acceptable to the **DISTRICT**. The **DEVELOPER** agrees to secure a warranty bond from the contractor to repair or replace (at the option of the **DISTRICT**) any **WASTEWATER SYSTEM IMPROVEMENTS** which may have construction or installation defects for a minimum period of eighteen (18) months from the date of conveyance to the **DISTRICT** as provided in

Section 26-73 and 26-74 of the Hernando County Code of Ordinances.

**D. GENERAL PROVISIONS**

**1. Pre-Construction Conferences.** The **DEVELOPER** shall hold pre-construction conferences for water and sewer facilities construction for the **PROJECT** and for construction of the **WASTEWATER SYSTEM IMPROVEMENTS**. The **DISTRICT** shall be notified of said conferences and permitted to attend and make comments.

**2. Inspection.** The **DEVELOPER** agrees to permit **DISTRICT** inspectors to be present at all times during construction of the on-site water distribution system and on-site wastewater collection and transmission system for the **PROJECT** and the **WASTEWATER SYSTEM IMPROVEMENTS**. The **DEVELOPER** shall notify the **DISTRICT** to arrange for the **DISTRICT**'s inspectors to be present when actual connection is made to the **DISTRICT**'s water supply facilities, wastewater transmission lines, and **WASTEWATER SYSTEM IMPROVEMENTS**.

**3. Agency Approvals.** Water and sewer service by the **DISTRICT** is contingent upon all applicable federal, state and county regulatory agency permits and approvals. Should any federal, state or local permit and/or approval for service to the **PROJECT** be denied or withheld, this **AGREEMENT** shall be null and void.

**4. Indemnification.** The **DEVELOPER** agrees to protect, indemnify and hold the **DISTRICT** harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of the **DEVELOPER**'s servants, agents, contractors or employees arising out of the construction and/or installation of the water distribution system, the wastewater collection and transmission system, and the **WASTEWATER SYSTEM IMPROVEMENTS** by the **DEVELOPER** and the contractor.

**5. Compliance with Requirements.** The **DISTRICT** and the **DEVELOPER** agree that this **AGREEMENT** acknowledges a request for water and sewer service from the **DISTRICT**. This **AGREEMENT** further provides terms hereof which constitute the response to the **DEVELOPER**'s request for water and sewer service and the availability of such service is based upon the terms of this **AGREEMENT**. Water and sewer service is contingent upon both the acceptance of the constructed water and wastewater transmission lines and the **WASTEWATER SYSTEM IMPROVEMENTS** and also the receipt of all water and sewer connection fee payments. The **DISTRICT** shall accept said facilities so long as they are constructed and installed 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.

**6. Rates.** The rates for water and sewer service to be charged to the **PROJECT** served by the systems installed by the **DEVELOPER** on the **SUNRISE (COMBINED-PLANNED DEVELOPMENT PROJECT)** shall be those rates established by the **DISTRICT** in applicable ordinances and/or resolutions approved by the **DISTRICT**'s governing board, as amended from time to time.

**7. Failure to Commence.** The **DEVELOPER** agrees if physical installation of the **WATER**

**AND WASTEWATER SYSTEM IMPROVEMENTS** herein contemplated does not commence within one (1) year from the date of full execution of this **AGREEMENT** by both parties, this **AGREEMENT** shall be null and void. Once commenced, construction of the **PROJECT** shall continue with due diligence and must be completed within one (1) year from commencement.

**8. Failure to Perform.** The parties agree that failure or delay of the **DISTRICT** in performing any of the terms of this **AGREEMENT**, including the provision of potable water service or sanitary sewer service to the **PROJECT**, shall be excused if and to the extent the failure or delay is caused by (i) acts of God, wars, terrorism, fires, strikes, floods, or weather; or (ii) any law, ordinance, rule, or regulation, or the order or action of any court or agency or instrumentality of any government, other than the government of Hernando County; or (iii) any other cause or causes beyond the control of the **DISTRICT**.

**9. Agreement Expiration.** The parties agree that failure or delay of the **DEVELOPER** in performing any of the terms of this **AGREEMENT** within five (5) years from the date of full execution of this **AGREEMENT** by both parties, this **AGREEMENT** shall be null and void.

**10. No Development Rights Conferred.** All parties understand, acknowledge and agree that the **DEVELOPER** received approval of the Development of the Sunrise (Combined-Planned Development Project) through its zoning and the Development Agreement approved by Hernando County. Nothing contained in this **AGREEMENT** shall: (a) create any development rights in favor of the **DEVELOPER**, the Companies, the Corporation, or the Sunrise (Combined-Planned Development Project) and this **PROJECT** 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 **PROJECT**. 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**, the Companies, or the Corporation in connection with this **AGREEMENT** shall be entitled to credits for connection fees or impact fee credits for the Sunrise (Combined-Planned Development Project) or this **PROJECT**, and/or any other real property owned by the **DEVELOPER**, the Companies, the Corporation, or otherwise. In the event of any conflict between this **AGREEMENT** and the Development Agreement, the agreement shall control.

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

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

**13. Miscellaneous.** This **AGREEMENT** constitutes the complete agreement of the parties and incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein. This **AGREEMENT** may not be changed

orally, but only by an instrument in writing executed by all the parties with the same formality as this document and recorded in the public records. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this **AGREEMENT** or the paragraphs or provisions herein. Failure of any party to exercise any right or power given hereunder, or to insist upon compliance by the other parties with their obligations set forth herein, shall not constitute a waiver of any party's right to demand strict compliance with the terms and provisions of this **AGREEMENT**. No party shall declare any other party in default of the provisions of this **AGREEMENT** without giving such other party at least thirty (30) days advance written notice of intention to do so, during which time such other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

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

<b>a. DISTRICT:</b>	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
<b>b. DEVELOPER:</b>	Kartik Goyani Hawk Sunrise, LLC. 2502 N Rocky Pointe Dr Ste 1050 Tampa, FL 33607

Any party may, by written notice to the other parties as provided above, change the address for subsequent notice.

**15. Governing Law.** This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute 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 action, proceeding, or claim arising out of this **AGREEMENT** which may be brought by any of the parties hereto. Each party shall be responsible for its own attorneys' fees and costs.

**16. Severability.** In the event any one or more provisions contained in this **AGREEMENT** shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this **AGREEMENT** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

**17. Recording.** The parties hereto agree that an executed copy of this **AGREEMENT** shall be recorded in the Public Records of Hernando County, Florida. This **AGREEMENT** shall be binding upon all parties having any right, title or interest in the **PROPERTY** or any portion thereof, and their successors and assigns.

**18. Authority.** If applicable, the entity officer or manager executing this **AGREEMENT** certifies by acknowledgment of the signature below that he or she has been properly authorized to enter into this **AGREEMENT** on behalf of, and binding with respect to, such entity.

**[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.



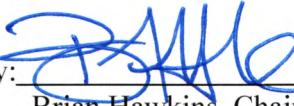
ATTEST:

Hedi Praise, Deputy Clerk

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:   
Brian Hawkins, Chairman

Date: October 14, 2025

STATE OF FLORIDA  
COUNTY OF HERNANDO

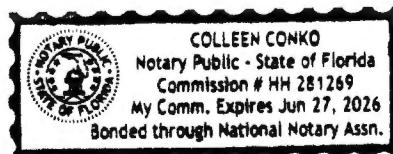
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of October, 2025, by Brian Hawkins, as Chairman of the Board of County Commissioners of Hernando County, Florida, as the Governing Board of the Hernando County Water and Sewer District, on behalf of the District. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

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

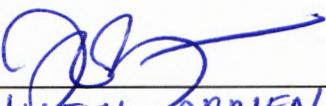
FOR THE USE AND RELIANCE OF  
HERNANDO COUNTY ONLY.  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

By: Jon Jouben  
County Attorney's Office



**DEVELOPER:****WITNESSES:**

Hawk Sunrise LLC, a Florida limited liability company

Signature:   
Print Name: JUSTIN O'BRIEN

Address: 2502 N Rocky Point Dr  
STE 1000  
TAMPA, FL 33607

By: 

Print Name: John Ryan

Title: Manager

Date: 9/30/25

Signature:   
Print Name: DALTON KIDD

Address: 2502 N Rocky Point Dr, Ste 1000  
TAMPA, FL 33607

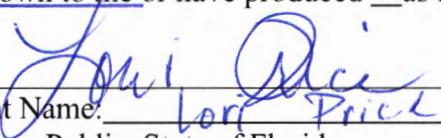
Date: 9/30/2025

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30th day of September 2025, by John Ryan and Manager, as of Hawk Sunrise LLC, a Florida limited liability company, on behalf of the company. He/She are personally known to me or have produced   as identification.

(Notary Seal)



  
Print Name: Lori Kay Price  
Notary Public, State of Florida  
Commission No. HH670842  
My Commission Expires: 4/29/29

## EXHIBIT "A"

### Legal Description of Hawk Sunrise LLC Portion of Sunrise Combined-Planned Development Project Property

#### PARCEL 1: (FEE SIMPLE ESTATE)

A PARCEL OF LAND LYING IN SECTION 5, 6 AND 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE SW ¼ OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA AND PROCEED N 00°00'24" W, ALONG THE EAST BOUNDARY OF THE SW ¼ OF SAID SECTION 8, A DISTANCE OF 2752.72 FEET TO THE POINT OF BEGINNING; THENCE N 88°37'19" W, A DISTANCE OF 1259.89 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1420.00 FEET AND A CHORD WHICH BEARS N 72°28'27" W, A DISTANCE OF 789.85 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 800.40 FEET; THENCE N 56°19'35" W, A DISTANCE OF 751.76 FEET; THENCE N 33°40'25" E, A DISTANCE OF 809.20 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1440.00 FEET AND A CHORD WHICH BEARS N 23°14'45" E, A DISTANCE OF 521.27 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 524.16 FEET, THENCE N 12°49'05" E, A DISTANCE OF 267.12 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2760.00 FEET AND A CHORD WHICH BEARS N 28°27'13" E, A DISTANCE OF 1487.73 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 1506.36 FEET; THENCE N 44°05'21" E, A DISTANCE OF 197.41 FEET; THENCE N 45°54'39" W, A DISTANCE OF 447.69 FEET; THENCE N 62°14'04" W, A DISTANCE OF 416.30 FEET; THENCE N 89°18'03" W, A DISTANCE OF 511.71 FEET; THENCE N 61°16'19" W, A DISTANCE OF 769.17 FEET; THENCE N 81°11'05" W, A DISTANCE OF 48.46 FEET THENCE S 39°06'12" W, A DISTANCE OF 81.20 FEET; TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 9620.21 FEET AND A CHORD WHICH BEARS S 29°45'39" W, A DISTANCE OF 842.48 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 842.75 FEET; THENCE S 32°16'14" W, A DISTANCE OF 814.49 FEET; THENCE N 57°43'46" W, A DISTANCE OF 343.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 75 (STATE ROAD 93) PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 08150-XXXX DATED 10-25-12; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX (6) COURSES: (1) N 32°16'14" E, A DISTANCE OF 814.49 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 9277.00 FEET AND A CHORD WHICH BEARS N 29°48'47" E, A DISTANCE OF 795.51 FEET, (2) THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 795.75 FEET; (3) S 65°34'26" E, A DISTANCE OF 219.30 FEET; (4) N 39°04'55" E, A DISTANCE OF 329.47 FEET; (5) N 24°25'34" E, A DISTANCE OF 768.24 FEET; (6) N 19°45'27" E, A DISTANCE OF 385.51 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, S 69°44'17" E, A DISTANCE OF 35.65 FEET; TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 190.00 FEET AND A CHORD WHICH BEARS S 43°05'35" E, A DISTANCE OF 326.14 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 392.12 FEET; THENCE N 89°31'48" E, A DISTANCE OF 238.51 FEET; THENCE N 81°02'02" E, A DISTANCE OF 359.94 FEET; THENCE N 59°21'13" E, A DISTANCE OF 211.00 FEET; THENCE N 61°30'33" E, A DISTANCE OF 598.69 FEET; THENCE N 59°36'33" E, A DISTANCE OF 28.27 FEET; TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 650.20 FEET AND A CHORD WHICH BEARS N 68°43'48" E, A DISTANCE OF 206.43 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 207.30 FEET; THENCE N 12°07'55" W, A DISTANCE OF 95.43 FEET; THENCE N 80°22'54" W, A DISTANCE OF 27.06 FEET; THENCE N 74°31'12" W, A DISTANCE OF 73.63 FEET; THENCE N 60°46'31" W, A DISTANCE OF 32.58 FEET; THENCE N 70°06'01" W, A DISTANCE OF 25.66 FEET; THENCE N 68°37'35" W, A DISTANCE OF 20.90 FEET; THENCE N 41°41'35" W, A DISTANCE OF 37.72 FEET; THENCE N 09°15'45" W, A DISTANCE OF 23.95 FEET; THENCE N 06°55'50" W, A DISTANCE OF 40.47 FEET; THENCE N 07°35'38" E, A DISTANCE OF 40.72 FEET; THENCE N 21°32'41" E, A DISTANCE OF 50.76 FEET; THENCE N 42°47'36" E, A DISTANCE OF 31.56 FEET; THENCE N 84°27'13" E, A DISTANCE OF 37.84 FEET; THENCE S 80°13'08" E, A DISTANCE OF 27.75 FEET; THENCE N 74°47'29" E, A DISTANCE OF 36.98 FEET; THENCE N 51°35'24" E, A DISTANCE OF 19.89 FEET; THENCE N 48°26'17" E, A DISTANCE OF 57.94 FEET; THENCE N 36°08'41" E, A DISTANCE OF 9.59 FEET; THENCE N 00°38'16" W, A DISTANCE OF 47.61 FEET; THENCE N 28°41'24" W, A DISTANCE OF

44.67 FEET; THENCE N 59°55'44" W, A DISTANCE OF 47.95 FEET; THENCE N 66°32'05" W, A DISTANCE OF 31.01 FEET; THENCE N 51°39'44" W, A DISTANCE OF 25.16 FEET; THENCE N 24°42'13" W, A DISTANCE OF 33.69 FEET; THENCE N 26°5T10" W, A DISTANCE OF 29.44 FEET; THENCE N 20°31'21" W, A DISTANCE OF 42.36 FEET; THENCE N 05°21'10" E, A DISTANCE OF 26.90 FEET; THENCE N 04°04'11" E, A DISTANCE OF 42.09 FEET; THENCE N 10°14'37" E, A DISTANCE OF 25.82 FEET; THENCE N 32°03'01" E, A DISTANCE OF 21.28 FEET; THENCE N 53°26'33" E, A DISTANCE OF 48.92 FEET; THENCE N 52°16'25" E, A DISTANCE OF 42.42 FEET; THENCE N 68°43'27" E, A DISTANCE OF 48.62 FEET; THENCE N 61°34'07" E, A DISTANCE OF 28.31 FEET; THENCE N 74°57'03" E, A DISTANCE OF 34.37 FEET; THENCE N 73°11'37" E, A DISTANCE OF 66.42 FEET; THENCE N 86°45'27" E, A DISTANCE OF 12.93 FEET; THENCE N 83°30'33" E, A DISTANCE OF 37.02 FEET; THENCE N 84°04'07" E, A DISTANCE OF 46.24 FEET; THENCE N 78°32'16" E, A DISTANCE OF 45.27 FEET; THENCE N 66°31'01" E, A DISTANCE OF 01'67.88 FEET; THENCE N 62°10'55" E, A DISTANCE OF 63.23 FEET; THENCE N 48°18'48" E, A DISTANCE OF 51.79 FEET; THENCE N 47°08'20" E, A DISTANCE OF 54.89 FEET; THENCE N 24°57'57" E, A DISTANCE OF 65.36 FEET; THENCE N 41°00'57" E, A DISTANCE OF 57.03 FEET; THENCE N 49°04'28" E, A DISTANCE OF 78.81 FEET; THENCE N 61°58'28" E, A DISTANCE OF 30.64 FEET; THENCE N 54°56'31" E, A DISTANCE OF 60.23 FEET; THENCE S 89°45'46" E, A DISTANCE OF 289.02 FEET; THENCE S 07°40'26" E, A DISTANCE OF 40.54 FEET; THENCE S 06°31'01" W, A DISTANCE OF 79.33 FEET; THENCE S 15°06'12" W, A DISTANCE OF 43.01 FEET; THENCE S 29°10'17" W, A DISTANCE OF 68.05 FEET; THENCE S 45°33'00" W, A DISTANCE OF 50.22 FEET; THENCE S 50°54'13" W, A DISTANCE 01' 52.92 FEET; THENCE S 37°37'06" W, A DISTANCE OF 66.97 FEET; THENCE S 42°56'12" W, A DISTANCE OF 87.46 FEET; THENCE S 37°51'49" W, A DISTANCE OF 79.34 FEET; THENCE S 35°58'22" W, A DISTANCE OF 41.19 FEET; THENCE S 23°12'26" W, A DISTANCE OF 40.84 FEET; THENCE S 08°53'29" W, A DISTANCE OF 23.10 FEET; THENCE S 17°59'18" E, A DISTANCE OF 34.60 FEET; THENCE S 45°26'09" E, A DISTANCE OF 48.79 FEET; THENCE S 00°42'25" E, A DISTANCE OF 35.66 FEET; THENCE S 02°52'28" W, A DISTANCE OF 42.73 FEET; THENCE S 08°17'05" W, A DISTANCE OF 36.51 FEET; THENCE S 19°11'59" W, A DISTANCE OF 66.70 FEET; THENCE S 05°31'51" W, A DISTANCE OF 73.70 FEET; THENCE S 23°55'20" E, A DISTANCE OF 13.88 FEET; THENCE S 26°08'37" E, A DISTANCE OF 37.24 FEET; THENCE S 39°42'35" E, A DISTANCE OF 47.48 FEET; THENCE S 31°30'52" E, A DISTANCE OF 51.85 FEET; THENCE S 19°32'48" B, A DISTANCE OF 19.93 FEET; THENCE S 05°27'47" W, A DISTANCE OF 47.89 FEET; THENCE S 77°20'31" E, A DISTANCE OF 258.27 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1560.00 FEET AND A CHORD WHICH BEARS N 23°48'29" E, A DISTANCE OF 603.33 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 607.15 FEET; THENCE N 35°02'14" E, A DISTANCE OF 85.19 FEET; TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 690.00 FEET AND A CHORD WHICH BEARS N 17°36'06" E, A DISTANCE OF 411.86 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 418.23 FEET; THENCE N 00014'14" E, A DISTANCE OF 113.61 FEET; THENCE S 89°45'46" E, A DISTANCE OF 140.00 FEET; THENCE S 00°14'14" W, A DISTANCE OF 84.76 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 810.00 FEET AND A CHORD WHICH BEARS S 17°36'06" W, A DISTANCE OF 483.48 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 490.96 FEET; THENCE S 34°57'57" W, A DISTANCE OF 120.30 FEET; TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1437.83 FEET AND A CHORD WHICH BEARS S 22°16'38" W, A DISTANCE OF 632.60 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 637.81 FEET; THENCE S 09°34'44" W, A DISTANCE OF 340.70 FEET; THENCE S 83°33'54" E, A DISTANCE OF 355.46 FEET; THENCE S 85°46'34" E, A DISTANCE OF 1158.24 FEET; THENCE S 89°33'20" E, A DISTANCE OF 846.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF KETTERING ROAD PER HERNANDO COUNTY, FLORIDA JOB NUMBER 6025-000; THENCE S 00°26'31" W, A DISTANCE OF 2921.71 FEET; THENCE S 89°26'10" W, A DISTANCE OF 2588.13 FEET; THENCE S 00°00'24" E, A DISTANCE OF 2616.24 FEET; TO THE POINT OF BEGINNING.

PARCEL 2: (NON-EXCLUSIVE EASEMENT ESTATE)

TOGETHER WITH: NON-EXCLUSIVE EASEMENTS AS SET FORTH AND CREATED BY THAT CERTAIN DEVELOPMENT AND EASEMENT AGREEMENT EXECUTED BY HAWK SUNRISE, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND CERTAIN OTHER DEFINED "COMMERCIAL OWNER" PARTIES, RECORDED ON OR ABOUT EVEN DATE HEREWITH IN THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

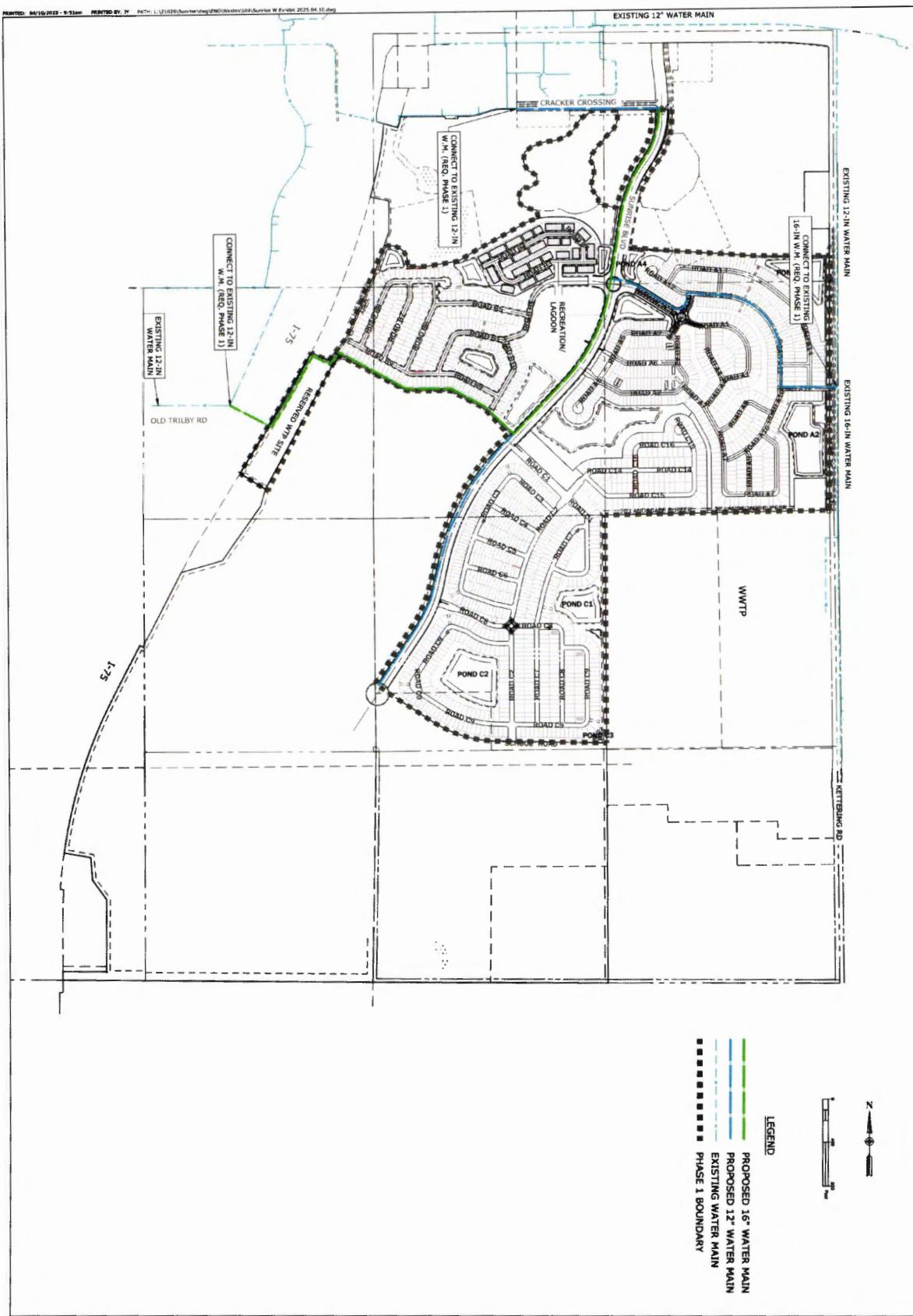
**EXHIBIT "B"**

## Map of Hawk Sunrise LLC Portion of Sunrise Combined-Planned Development Project Property



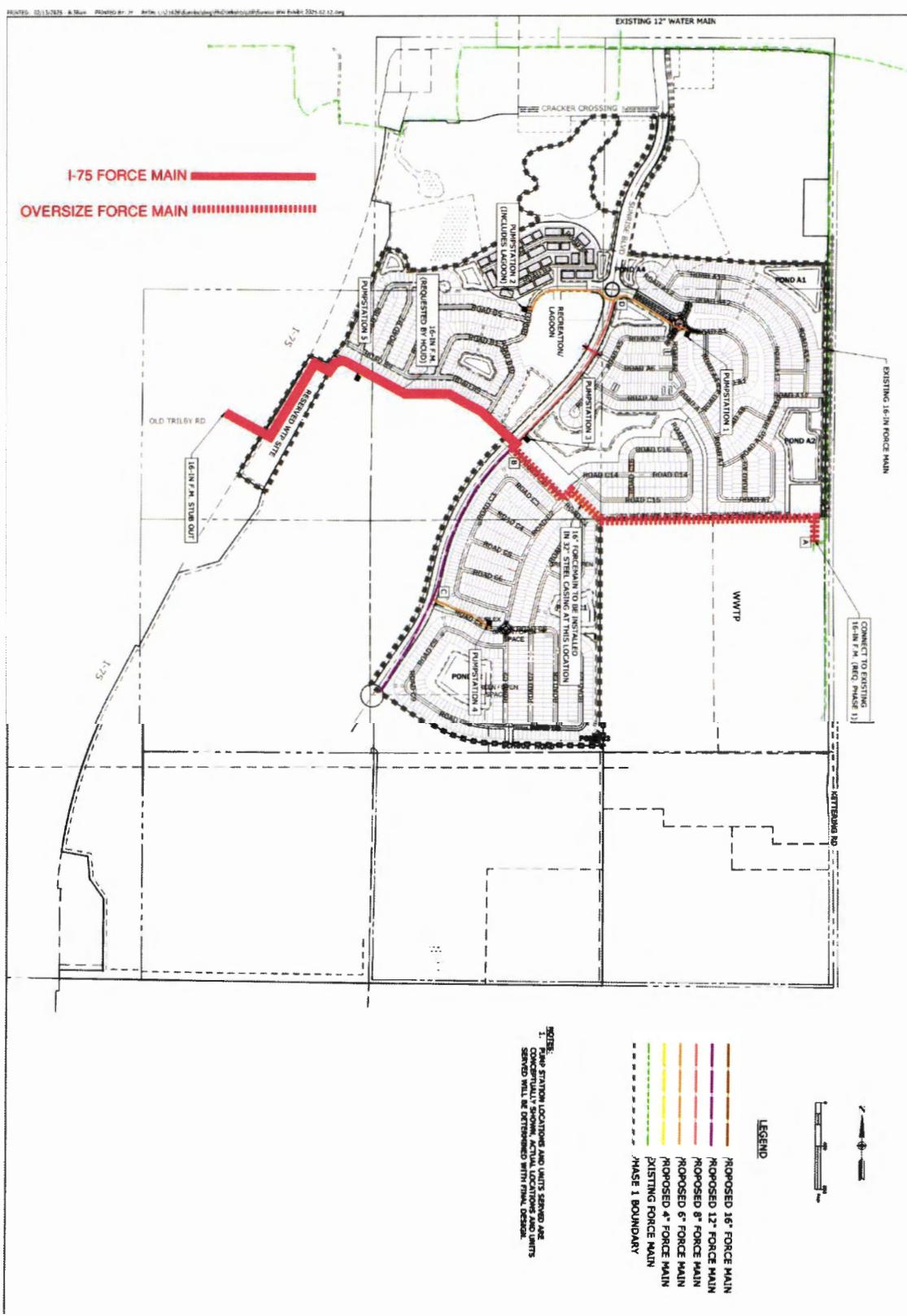
## **EXHIBIT "C"**

## Map of **WATER SYSTEM IMPROVEMENTS** and Water System Connection Points to Existing **DISTRICT** Water Main



## **EXHIBIT “D”**

**Map of WASTEWATER SYSTEM IMPROVEMENTS and  
Wastewater System Connection Points to  
Existing DISTRICT Sewer Main**



## EXHIBIT "E"



**B R W CONTRACTING, INC.**

**P.O. BOX 1128**  
**Land O Lakes, Fl. 34639**

**PROJECT NAME** **Sunrise Blvd Phase 1**

**DATE** **3/21/2025**  
**Scope** **Force Main Upelzing**  
**ATTN** **Taylor Grover**

**Hawk Sunrise LLC**

DESCRIPTION OF WORK	UNIT	SCHEDULED QUANTITY	SCHED. UNIT VALUE	TOTAL SCHEDULED VALUE
16" Force Main C900 PVC	LF	4,060.00	\$ 100.00	\$ 406,000.00
16" Gate Valve	EA	2.00	\$ 10,800.00	\$ 21,600.00
16" Air Release Valve	EA	2.00	\$ 9,800.00	\$ 19,200.00
16" Vertical Offset	EA	3.00	\$ 17,700.00	\$ 53,100.00
30" Steel Casing for 16" FM	LF	400.00	\$ 345.00	\$ 138,000.00
16" Force Main Fittings	LS	1.00	\$ 63,815.00	\$ 63,815.00
				<b>\$ 701,515.00</b>
12" Force Main C900 PVC	LF	4,060.00	\$ 80.00	\$ 324,800.00
12" Gate Valve	EA	2.00	\$ 4,750.00	\$ 9,500.00
12" Air Release Valve	EA	2.00	\$ 8,100.00	\$ 16,200.00
12" Vertical Offset	EA	3.00	\$ 9,900.00	\$ 29,700.00
24" Steel Casing for 12" FM	LF	400.00	\$ 300.00	\$ 120,000.00
12" Force Main Fittings	LS	1.00	\$ 32,400.00	\$ 32,400.00
				<b>\$ 532,600.00</b>
			<b>Delta</b>	<b>\$168,915.00</b>

## EXHIBIT "F"



**B R W CONTRACTING, INC.**

**P.O. BOX 1128**  
**Land O Lakes, Fl. 34639**

PROJECT NAME	I-75 Force Main Crossing
DATE	4/1/2025
Scope	Budgetary Estimate
ATTN	Taylor Grover
	Hawk Sunrise LLC

DESCRIPTION OF WORK	UNIT	SCHEDULED QUANTITY	SCHED. UNIT VALUE	TOTAL SCHEDULED VALUE
Boring I-75, 650 LF Labor Only	LS	1.00	\$ 176,400.22	\$ 176,400.22
Boring I-75, 650 LF Material (16" C900 DR18 Fusible PVC)	LS	1.00	\$ 87,600.00	\$ 87,600.00
Bore Tie-Ins	LS	1.00	\$ 10,000.00	\$ 10,000.00
Install 16" PVC Force Main via Open Cut to Sunrise Blvd, Material & Labor 3600'	LS	1.00	\$ 499,680.00	\$ 499,680.00
Testing/ BMPs	LS	1.00	\$ 35,000.00	\$ 35,000.00
				<b>\$808,680.22</b>

**EXHIBIT "G1"**  
**Oversized Water Funds**

	<b>16" Water Main</b>	<b>12" Water Main</b>	<b>Delta</b>
<b>Old Trilby Road to Sunrise Blvd</b>	<b>\$ 871,300.22</b>	<b>\$ 741,500.22</b>	
<b>Sunrise Blvd- Road Cl to Cracker Crossing</b>	<b>\$ 715,400.00</b>	<b>\$ 559,320.00</b>	
<b>Total</b>	<b>\$ 1,586,700.22</b>	<b>\$1,300,820.22</b>	<b>\$285,880.00</b>

**EXHIBIT "G2"**  
Oversized Water Funds



**B R W CONTRACTING, INC.**

**P.O. BOX 1128**  
Land O Lakes, Fl. 34639

**PROJECT NAME** Sunrise Blvd Phase 1

**DATE** 4/16/2025

**Scope** Sunrise Blvd WM

**ATTN** Taylor Grover

**Hawk Sunrise LLC**

DESCRIPTION OF WORK	UNIT	SCHEDULED QUANTITY	SCHED. UNIT VALUE	TOTAL SCHEDULED VALUE
16" Water Main C900 PVC	LF	4,580.00	\$ 100.00	\$ 458,000.00
16" Gate Valve	EA	11.00	\$ 10,800.00	\$ 118,800.00
16" Air Release Valve	EA	1.00	\$ 9,600.00	\$ 9,600.00
16" Vertical Offset	EA	3.00	\$ 12,700.00	\$ 38,100.00
Fire Hydrant Assembly	EA	3.00	\$ 10,800.00	\$ 32,400.00
16" Water Main Fittings	LS	1.00	\$ 58,500.00	\$ 58,500.00
				<u>\$ 715,400.00</u>
12" Water Main C900 PVC	LF	4,580.00	\$ 84.00	\$ 384,720.00
12" Gate Valve	EA	11.00	\$ 6,600.00	\$ 72,600.00
12" Air Release Valve	EA	1.00	\$ 8,100.00	\$ 8,100.00
12" Vertical Offset	EA	3.00	\$ 9,900.00	\$ 29,700.00
Fire Hydrant Assembly	EA	3.00	\$ 9,600.00	\$ 28,800.00
12" Force Main Fittings	LS	1.00	\$ 35,400.00	\$ 35,400.00
				<u>\$ 559,320.00</u>

**EXHIBIT "G3"**  
Oversized Water Funds



**B R W CONTRACTING, INC.**

**P.O. BOX 1128**  
Land O Lakes, Fl. 34639

**I-75 Water Main Crossing**

DATE	4/16/2025
Scope	Budgetary Estimate
ATTN	Taylor Grover
	Hawk Sunrise LLC

DESCRIPTION OF WORK	UNIT	SCHEDULED QUANTITY	SCHED. UNIT VALUE	TOTAL SCHEDULED VALUE
Boring I-75, 650 LF Labor Only	LS	1.00	\$ 176,400.22	\$ 176,400.22
Boring I-75, 650 LF Material (16" C900 DR18 Fusible PVC)	LS	1.00	\$ 87,600.00	\$ 87,600.00
Bore Tie-Ins	LS	1.00	\$ 10,000.00	\$ 10,000.00
Install 16" PVC Water Main via Open Cut to Sunrise Blvd, Material & Labor 3600'	LS	1.00	\$ 562,300.00	\$ 562,300.00
Testing/ BMPs	LS	1.00	\$ 35,000.00	\$ 35,000.00
				<b>\$ 871,300.22</b>
Boring I-75, 650 LF Labor Only	LS	1.00	\$ 176,400.22	\$ 176,400.22
Boring I-75, 650 LF Material (12" C900 DR18 Fusible PVC)	LS	1.00	\$ 73,700.00	\$ 73,700.00
Bore Tie-Ins	LS	1.00	\$ 10,000.00	\$ 10,000.00
Install 12" PVC Water Main via Open Cut to Sunrise Blvd, Material & Labor 3600'	LS	1.00	\$ 446,400.00	\$ 446,400.00
Testing/ BMPs	LS	1.00	\$ 35,000.00	\$ 35,000.00
				<b>\$ 741,500.22</b>
				Delta <b>\$129,800.00</b>