

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

INSTR #2021054600 BK: 4029 PG: 1145 Page 1 of 19  
FILED & RECORDED 7/21/2021 10:00 AM CVW Deputy Clk  
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court  
Rec Fees: \$163.00

Parcel ID Number: R32 422 21 0000 0080 0060

## SHERMAN OAKS WATER AND SEWER SERVICE AGREEMENT

**THIS AGREEMENT** is made and entered into this 13<sup>th</sup> day of July, 2021, by and among the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the "**DISTRICT**", Hernando County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", LPI Real Estate and Partnerships, LLC, a Florida limited liability company, hereinafter referred to as the "**OWNER**", and PPG Sherman Oaks, LLC, a Florida limited liability company, hereinafter referred to as the "**DEVELOPER**".

### RECITALS:

**WHEREAS**, the **OWNER** owns approximately 17.7 acres of real property located north of Cortez Boulevard, east of I-75 and south of the Sherman Hills development in unincorporated Hernando County, Florida, which is described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein, hereinafter referred to as the "**PROPERTY**"; and

**WHEREAS**, the **PROPERTY** includes several existing perpetual utility easements which were granted and conveyed to the **COUNTY**, as depicted on Exhibit "C", attached hereto and incorporated herein, hereinafter referred to as the "**EXISTING EASEMENTS**", and also contains utility facilities owned and operated by the **DISTRICT** which were not placed in any easement; and

**WHEREAS**, the **DEVELOPER** is proceeding with developing a residential development known as Sherman Oaks on the **PROPERTY** owned by the **OWNER** and located at 6399 Sherman Hills Boulevard, hereinafter referred to as the "**PROJECT**"; and

**WHEREAS**, the **PROJECT** shall consist of approximately 73 single-family residential units requiring approximately 28,470 gallons per day (gpd) of potable water supply and 14,600 gallons per day (gpd) of sanitary sewer service; and

**WHEREAS**, the **DISTRICT** operates a water system and a wastewater system that are presently 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**:

- a. The **OWNER** and the **DEVELOPER** agree to dedicate exclusive perpetual water and sewer utility easements to the **DISTRICT** for existing gravity sewer lines, an existing sewer force main, an existing wastewater pumping station, a new raw water pipeline, and attendant facilities, appurtenances and equipment located on the **PROPERTY**, more particularly described in this **AGREEMENT**, as depicted on Exhibit "D", attached hereto and incorporated herein; and
- b. The **DEVELOPER** agrees to construct, install and extend a new raw water pipeline on the **PROPERTY** to the existing Ridge Manor West Water Treatment Plant and a new gravity sewer line on the **PROPERTY** along Silver Stage Drive from the western end of Wild Juniper Court to the **DISTRICT**'s existing gravity sewer manhole located in Sherman Hills Boulevard, as depicted on Exhibit "D", attached hereto and incorporated herein, together with attendant facilities, appurtenances and equipment, more particularly described in this **AGREEMENT**, hereinafter referred to as the "**UTILITY SYSTEM IMPROVEMENTS**"; and
- c. The **DISTRICT** and/or the **COUNTY** agree to release their interest in any **EXISTING EASEMENTS** on the **PROPERTY** which are no longer needed by the **DISTRICT** or the **COUNTY**; and

**WHEREAS**, the **DISTRICT**, the **COUNTY**, the **OWNER** 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 others, 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 to provide the **UTILITY SYSTEM IMPROVEMENTS** specified in Section C of this **AGREEMENT**, which consist of constructing, installing and extending a raw water main within exclusive perpetual water and sewer utility easements to be granted to the **DISTRICT** by the **OWNER**. The **DEVELOPER** further 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. The connection points for the **PROJECT**'s water distribution system shall be at the **DISTRICT**'s existing 6-inch water main located at the eastern end of Willow Bank Avenue and at the **DISTRICT**'s existing 8-inch water main located in Sherman Hills Boulevard at the intersection with Silver Stage Drive, as depicted

on Exhibit "D". The **DEVELOPER** agrees to plan, design, permit, inspect, upgrade, improve, construct, install and extend the **PROJECT's** water distribution system and all **UTILITY 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. 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.

**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**, excepting such circumstances beyond the **DISTRICT's** control as may cause temporary supply interruptions. The **OWNER** and/or the **DEVELOPER**, their heirs, personal representatives, successors and 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 residential unit upon application for a building permit. The **OWNER** and the **DEVELOPER** acknowledge and agree that connection fees are non-refundable. Should the **OWNER** or the **DEVELOPER** require any additional potable water supply, the **OWNER** or 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 **OWNER** or 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 water distribution lines, fittings, backflow prevention devices, fire hydrants, and other water distribution 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 drawings and one 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 and approval of such plans and specifications shall not be unreasonably withheld.

**5. Conveyance of On-Site Water Transmission and Distribution 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 raw water main and the water lines and facilities for a minimum period of eighteen (18) months as provided in Section 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 26-74 of the Hernando County Code of Ordinances. The **OWNER** and the **DEVELOPER** shall convey the raw water main and 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 **OWNER** or in publicly dedicated rights-of-way provided by the **OWNER**.

## **B. WASTEWATER SYSTEM**

**1. Wastewater Treatment System.** The **DEVELOPER** agrees to provide, at the expense of the **DEVELOPER**, the **UTILITY SYSTEM IMPROVEMENTS** specified in Section C of this **AGREEMENT**, which consist of constructing, installing and extending a new gravity sewer line to the **DISTRICT's** existing gravity sewer main located in Sherman Hills Boulevard at the intersection with Silver Stage Drive, and constructing, installing and replacing an existing sewer lateral that serves a residence located adjacent to the southwestern boundary of the **PROPERTY**. The **DEVELOPER** further agrees, at the expense of the **DEVELOPER**, to construct, install and extend gravity sewer mains and attendant sewer facilities necessary to connect the **PROJECT's** wastewater collection system to the **DISTRICT's** existing gravity sewer system. The connection point for the **PROJECT's** wastewater collection system shall be at the **DISTRICT's** existing manhole on an 8-inch gravity sewer main located in Sherman Hills Boulevard at the intersection with Silver Stage Drive, 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 **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 and on-site sewer lines 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**, excepting such circumstances beyond the **DISTRICT's** control as may cause temporary service interruptions. The **OWNER** and/or 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 residential unit upon application for a building permit. The **OWNER** and the **DEVELOPER** acknowledge and agree that connection fees are non-refundable. Should the **OWNER** or the **DEVELOPER** require any additional wastewater treatment capacity, the **OWNER** or 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 **OWNER** or 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 sewer mains and on-site sewer lines and attendant sewer facilities connecting the **PROJECT's** wastewater collection and transmission 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 drawings and one 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 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 mains, sewer lines and facilities for a minimum period of eighteen (18) months as provided in Section 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 transmission lines and facilities which may have construction or installation defects for a minimum period of eighteen (18) months as provided in Section 26-74 of the Hernando County Code of Ordinances. The **OWNER** and the **DEVELOPER** shall convey all gravity sewer mains and on-site sewer lines and facilities to the **DISTRICT** by means of a letter of dedication or other documentation acceptable to the **DISTRICT**. All gravity sewer mains and on-site sewer lines and facilities shall be placed

by the **DEVELOPER** in utility easements granted to the **DISTRICT** by the **OWNER** or in publicly dedicated rights-of-way provided by the **OWNER**.

**C. UTILITY SYSTEM IMPROVEMENTS**

**1. Construction of UTILITY SYSTEM IMPROVEMENTS.** The **DEVELOPER** agrees to upgrade, improve, construct, install and extend the **UTILITY SYSTEM IMPROVEMENTS** in accordance with engineered plans and specifications to ensure that the water distribution system and the wastewater collection system can provide the necessary flow and pressure to serve the **PROJECT**. The **OWNER** and the **DEVELOPER** agree to provide exclusive perpetual water and sewer utility easements for the **UTILITY SYSTEM IMPROVEMENTS** to the **DISTRICT**. The **UTILITY SYSTEM IMPROVEMENTS** depicted on Exhibit "D" include the following:

- a. The **DEVELOPER** shall design, permit, construct, install and pressure-test a 10-inch diameter raw water main extending from the western boundary of the **PROJECT** east through the **PROJECT** to the **DISTRICT**'s existing Ridge Manor West Water Treatment Plant located at 6371 Sherman Hills Boulevard.
- b. The **DISTRICT** agrees to reimburse the **DEVELOPER** the amount of \$115.00 per linear foot, installed price, for the ductile iron pipe used in the construction and installation of the 10-inch diameter raw water main.
- c. The **OWNER** and the **DEVELOPER** shall grant and convey to the **DISTRICT** 15-foot wide and 12-foot wide exclusive perpetual water and sewer utility easements for the raw water main within the common areas of the **PROJECT**. The **DISTRICT** acknowledges that a 10-foot wide non-exclusive utility easement adjacent to the road right-of-way for Wild Juniper Court will cross both exclusive perpetual water and sewer utility easements for the raw water main.
- d. The **DISTRICT** agrees to reimburse the **OWNER** and the **DEVELOPER** a total amount of \$3,835.00 for the exclusive perpetual water and sewer utility easements for the raw water main within the common areas of the **PROJECT**.
- e. During development and construction of the **PROJECT**, the **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, protect in place the **DISTRICT**'s existing 8-inch diameter water main extending east from the Ridge Manor West Water Treatment Plant along the southern boundary of the **PROJECT** to Sherman Hills Boulevard.
- f. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, design, permit, construct, install and extend a new gravity sewer line along Silver Stage Drive from the western end of Wild Juniper Court to the **DISTRICT**'s existing gravity sewer manhole located in Sherman Hills Boulevard at the intersection with Silver Stage Drive.
- g. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, replace an

existing sewer lateral that serves property located at 6350 Windmere Road adjacent to the southwestern boundary of the **PROJECT** in compliance with the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition and addenda. The **DEVELOPER** shall construct and install the replacement sewer lateral within an exclusive perpetual water and sewer utility easement and the public right-of-way of Wild Juniper Court.

- h. The **DEVELOPER** shall construct and install the on-site water and wastewater **UTILITY SYSTEM IMPROVEMENTS** for the **PROJECT** within dedicated public rights-of-way on the **PROPERTY**.
- i. The **OWNER** and the **DEVELOPER** shall, at their cost and expense, grant and 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** and all **UTILITY SYSTEM IMPROVEMENTS**. To the extent possible, such utility easements may be dedicated to the **DISTRICT** through the platting process.
- j. Except for sewage pumping stations, the **OWNER** and the **DEVELOPER** shall not locate, place, construct, install, create, permit or allow any buildings, permanent structures or obstacles (including but not limited to landscaping, trees, fences and walls) within the utility easements granted or conveyed to the **DISTRICT**; provided, however, this provision shall not prohibit the following:
  - i. The **OWNER** and the **DEVELOPER** may, at their cost and expense, plant vegetation if the utility easement extends into a vegetated buffer at the western boundary of the **PROJECT**, subject to the condition that any vegetation planted within 15 feet of the raw water main shall be limited to shrubbery.
  - ii. The **OWNER** and the **DEVELOPER** will, at their cost and expense, install a 6-foot tall vinyl fence measuring 50-feet by 50-feet around the **DISTRICT**'s existing sewage pumping station on the **PROPERTY**. Any such fence must include a slide gate within a minimum opening of 14 feet to be constructed on the west side of the utility easement over the existing access drive. Maintenance of any vinyl fence shall be the responsibility of the **OWNER** and the **DEVELOPER**, their heirs, personal representatives, successors and assigns.
- k. The **COUNTY** and the **DISTRICT** agree to release their interest in the **EXISTING EASEMENTS** on the **PROPERTY** which formerly contained a 4-inch diameter sewer force main that was removed by the **DISTRICT**.
- l. The **DISTRICT** and/or the **COUNTY** agree to release their interest in any

**EXISTING EASEMENTS** on the **PROPERTY** which are no longer needed by the **DISTRICT** or the **COUNTY**. The **DISTRICT** and the **COUNTY** agree to cooperate with the **OWNER**, the **DEVELOPER** and other utility companies to release, relinquish, remove or vacate other non-exclusive easements on the **PROPERTY** that are not required for utility purposes.

**2. Reimbursement for UTILITY SYSTEM IMPROVEMENTS.** The **DISTRICT** will reimburse the **OWNER** and the **DEVELOPER** for the costs of pipe materials and the exclusive perpetual water and sewer utility easements for the raw water main described in this section within thirty (30) days after completion of construction of the **UTILITY SYSTEM IMPROVEMENTS** by the **DEVELOPER**, including record drawings and engineer's certification, and acceptance of the **UTILITY SYSTEM IMPROVEMENTS** and the utility easements by the **DISTRICT**.

**3. Conveyance of UTILITY SYSTEM IMPROVEMENTS.** After final inspection and acceptance by the **DISTRICT**, the **OWNER** and the **DEVELOPER** shall convey all **UTILITY 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 **UTILITY 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 26-74 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 **UTILITY 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 wastewater collection and transmission system for the **PROJECT** and the **UTILITY 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 **UTILITY 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 **OWNER** and the **DEVELOPER** agree to protect, indemnify and hold the **DISTRICT** and the **COUNTY** harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of the **OWNER's** or 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 **UTILITY SYSTEM IMPROVEMENTS** by the **DEVELOPER** and the contractor.

**5. Compliance with Requirements.** The **DISTRICT**, the **OWNER** 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 **DISTRICT's** response to the **OWNER's** and 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 **UTILITY 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** 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 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, 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**.

**8. No Development Rights Conferred.** All parties understand, acknowledge and agree that the **OWNER** and the **DEVELOPER** received approval of a Conditional Plat for the **PROJECT** by the Hernando County Planning and Zoning Commission dated March 8, 2021. Nothing contained in this **AGREEMENT** shall: (a) create any development rights in favor of the **OWNER**, the **DEVELOPER**, the Company, the Corporation, or the **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 **OWNER** or 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 **OWNER**, the **DEVELOPER**, the Corporation, or the Company in connection with this **AGREEMENT** shall be entitled to credits for connection fees or impact fee credits for the **PROJECT**, and/or any other real property owned by the **OWNER**, the **DEVELOPER**, the Corporation, the Company, or otherwise.

**9. Assignment.** The **OWNER** and the **DEVELOPER** may not assign this **AGREEMENT** without the prior written consent of the **DISTRICT** and the **COUNTY**. 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**.

**10. Binding Effect.** This **AGREEMENT** shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties hereto.

**11. Miscellaneous.** This **AGREEMENT** constitutes the complete agreement of the parties and supersedes, replaces, incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, including, but not limited to, an unrecorded Memorandum of Understanding between the **DISTRICT** and Lee Pallardy, Inc., Profit Sharing and 401-K Plan, dated December 10, 2019. This **AGREEMENT** may not be changed orally, but only by an instrument in writing executed by 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.

**12. 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:

**a. 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

**b. COUNTY:** Hernando County, Florida  
Chairman, Board of County Commissioners  
15470 Flight Path Drive  
Brooksville, Florida 34604

With Copy to:

County Administrator  
Hernando County  
15470 Flight Path Drive  
Brooksville, Florida 34604

c. **OWNER:**

Manager  
LPI Real Estate and Partnerships, LLC  
3818 West Azeele Street  
Tampa, Florida 33609

d. **DEVELOPER:**

Manager  
PPG Sherman Oaks, LLC  
1703 North McMullen Booth Road, Suite 1440  
Safety Harbor, Florida 34695

With Copy to:

Law Offices of Navin R. Pasem, P.L.  
Attn.: Navin R. Pasem, Esq.  
5401 West Kennedy Boulevard, Suite 100  
Tampa, Florida 33609

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

**13. 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 either of the parties hereto. Each party shall be responsible for its own attorneys' fees and costs.

**14. 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.

**15. 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 heirs, personal representatives, successors and assigns.

**16. 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.

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

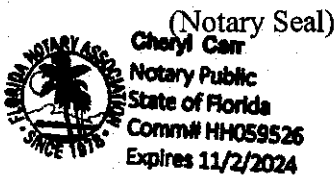
**DISTRICT  
BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA, AS THE  
GOVERNING BOARD OF THE HERNANDO  
COUNTY WATER AND SEWER DISTRICT,**  
a body corporate and politic

By: [Signature]  
John Allocco, Chairman

Date: July 13, 2021

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2021, by John Allocco, as Chairman of the Board of County Commissioners of Hernando County, Florida, as the Governing Board of the Hernando County Water and Sewer District, a body corporate and politic, 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: Mauseen S. Sikora  
County Attorney's Office



ATTEST:

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

COUNTY  
HERNANDO COUNTY, FLORIDA,  
a political subdivision of the State of Florida

By: [Signature]  
John Allocco, Chairman  
Board of County Commissioners

Date: July 13, 2021

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2021, by John Allocco, as Chairman of the Board of County Commissioners of Hernando County, Florida, on behalf of the County. He is personally known to me, or has produced \_\_\_\_\_ as identification.

(Notary Seal)



Cheryl Carr  
Notary Public  
State of Florida  
Comm# HH059526  
Expires 11/2/2024

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

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

By: Maureen S. Sikora  
County Attorney's Office

WITNESSES:

Signature: Olivia O. Hobbs  
Print Name: Olivia O. Hobbs

**OWNER**  
**LPI REAL ESTATE AND PARTNERSHIPS,**  
**LLC, a Florida limited liability company**

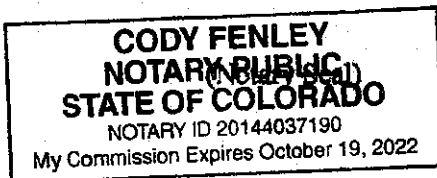
By: [Signature]  
Robert S. Hobbs, Manager

Signature: Reed Chesser  
Print Name: REED CHESSE

Date: 7/1/21

COLORADO  
STATE OF ~~FLORIDA~~  
COUNTY OF ROUIT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1st day of JULY 2021, by Robert S. Hobbs, as Manager of LPI Real Estate and Partnerships, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced FLORIDA DL as identification.



[Signature]  
Print Name: CODY FENLEY  
Notary Public, State of ~~Florida~~ Colorado  
Commission No. 20144037190  
My Commission Expires: OCT. 19, 2022

**DEVELOPER**  
**PPG SHERMAN OAKS, LLC,**  
a Florida limited liability company

WITNESSES:

Signature: [Signature]  
Print Name: MARK KRAMER

By: [Signature]  
Jared Moon, Manager

Signature: [Signature]  
Print Name: Alexandre Martin

Date: 7/1/21

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1 day of July 2021, by Jared Moon, as Manager of PPG Sherman Oaks, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced Driver License as identification.

**ALEXANDRE C. MARTIN**  
Notary Public, State of Florida  
My Comm. Expires Nov. 04, 2024  
No. HH 60200  
(Notary Seal)

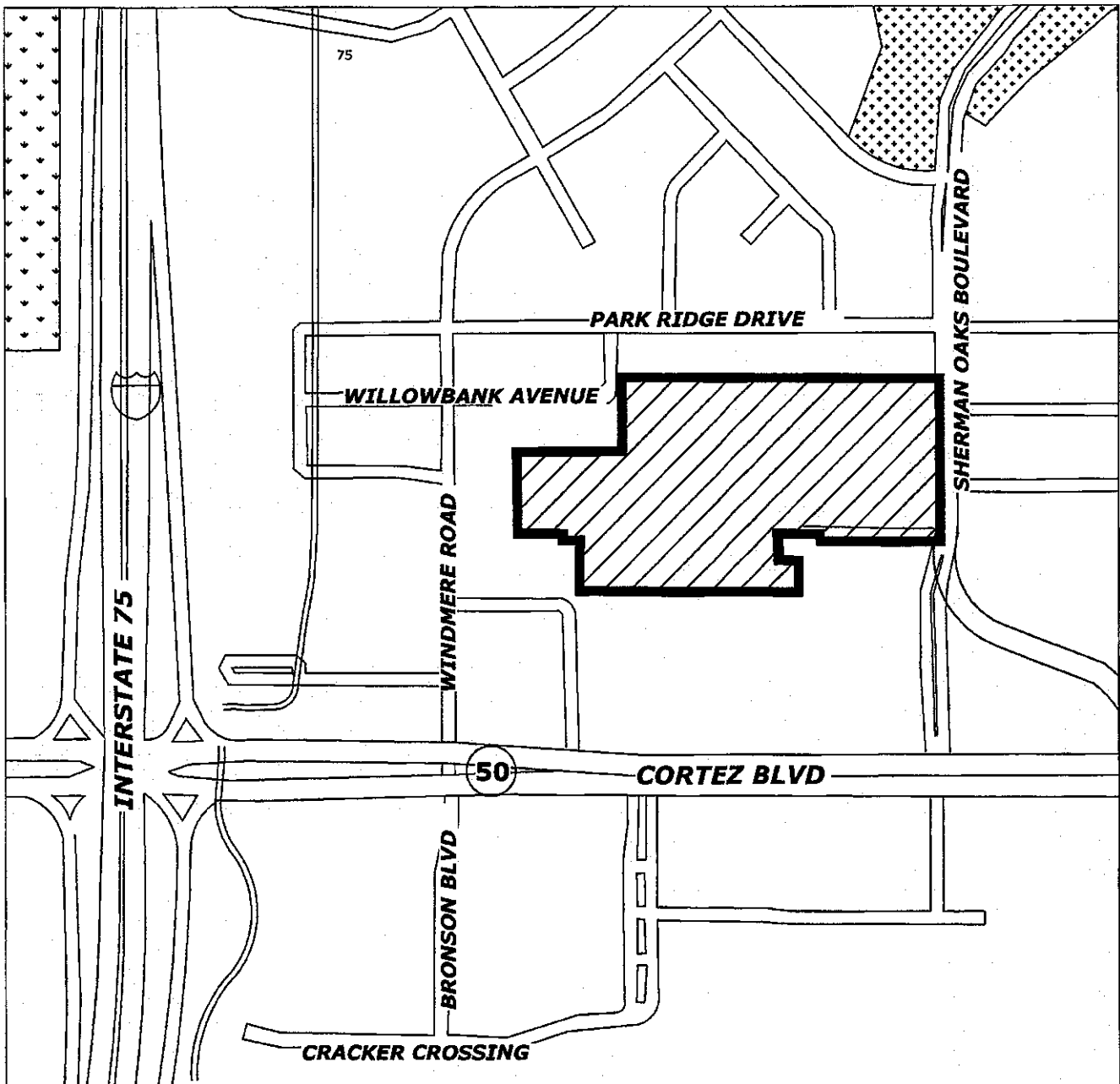
[Signature]  
Print Name: Alexandre Martin  
Notary Public, State of Florida  
Commission No. 60200  
My Commission Expires: Nov. 4, 2024

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY FOR PROJECT:**

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS:

FROM THE SE CORNER OF THE SW 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA; THENCE NORTH 00°02'30" EAST, 796.30 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 32 OF (TO) THE SOUTHWEST CORNER OF LOT 18, BLOCK C, RIDGE MANOR WEST AS RECORDED IN PLAT BOOK 13, PAGE 32, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE NORTH 89°55'30" WEST, 80.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SHERMAN HILLS BOULEVARD (MORNINGSIDE BOULEVARD AS PLATTED) AND THE POINT OF BEGINNING; THENCE NORTH 89°55'30" WEST, 401.56 FEET; THENCE NORTH 00°02'30" EAST, 19.00 FEET; THENCE NORTH 89°55'10" WEST, 130 FEET; THENCE SOUTH 00°02'30" WEST, 85.00 FEET; THENCE SOUTH 89°55'10" EAST 65.87 FEET; THENCE SOUTH 00°02'30" WEST 105.55 FEET; THENCE NORTH 89°53'30" WEST, 727.87 FEET; THENCE NORTH 00°02'30" EAST, 171.59 FEET; THENCE NORTH 89°50'30" WEST 54.15 FEET, MORE OR LESS, TO THE EAST LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 32; THENCE NORTH 00°03'00" EAST ALONG SAID EAST LINE A DISTANCE OF 18.33 FEET; THENCE NORTH 89°54'00" WEST 152.38 FEET; THENCE NORTH 00°49'21" WEST, 265.57 FEET; THENCE NORTH 89°38'20" EAST, 350.00 FEET TO THE SOUTHEAST CORNER OF LOT 33 OF SAID PLAT OF RIDGE MANOR WEST; THENCE NORTH 00°21'40" WEST, 239.80 FEET TO THE SOUTHWEST CORNER OF TRACT "A" OF SAID PLAT; THENCE SOUTH 89°55'10" EAST 1,056.46 FEET TO THE SOUTHEAST CORNER OF LOT 54 OF SAID PLAT, LYING ON THE WESTERLY RIGHT OF WAY LINE OF AFORESAID SHERMAN HILLS BOULEVARD; THENCE SOUTH 00°02'30" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING.



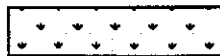
**LEGEND**



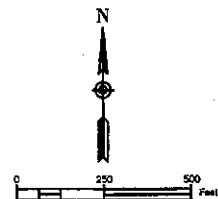
**SHERMAN OAKS 73 UNITS**



**SHERMAN HILLS GOLF CLUB**



**WITHLACOOCHEE STATE FOREST**



**Coastal**  
engineering associates, inc.

Engineering  
Planning  
Surveying  
Environmental  
Traffic  
Transportation  
Construction Management

966 Candlelight Boulevard - Brooksville - Florida 34601  
(352) 796-8423 - Fax (352) 799-8359  
EB-0000142

**LOCATION MAP OF PROJECT**

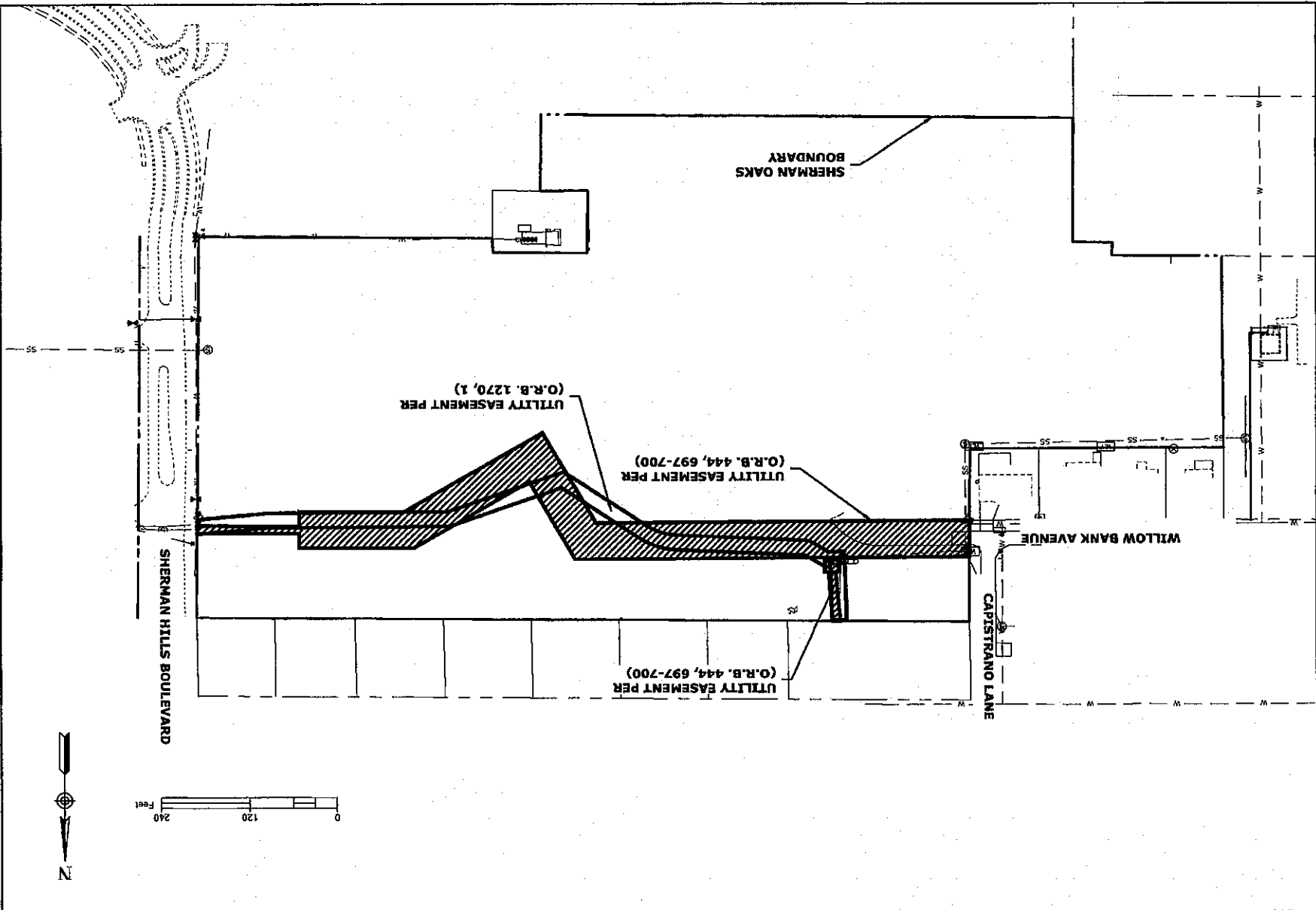
**SHERMAN OAKS**

**DATE**

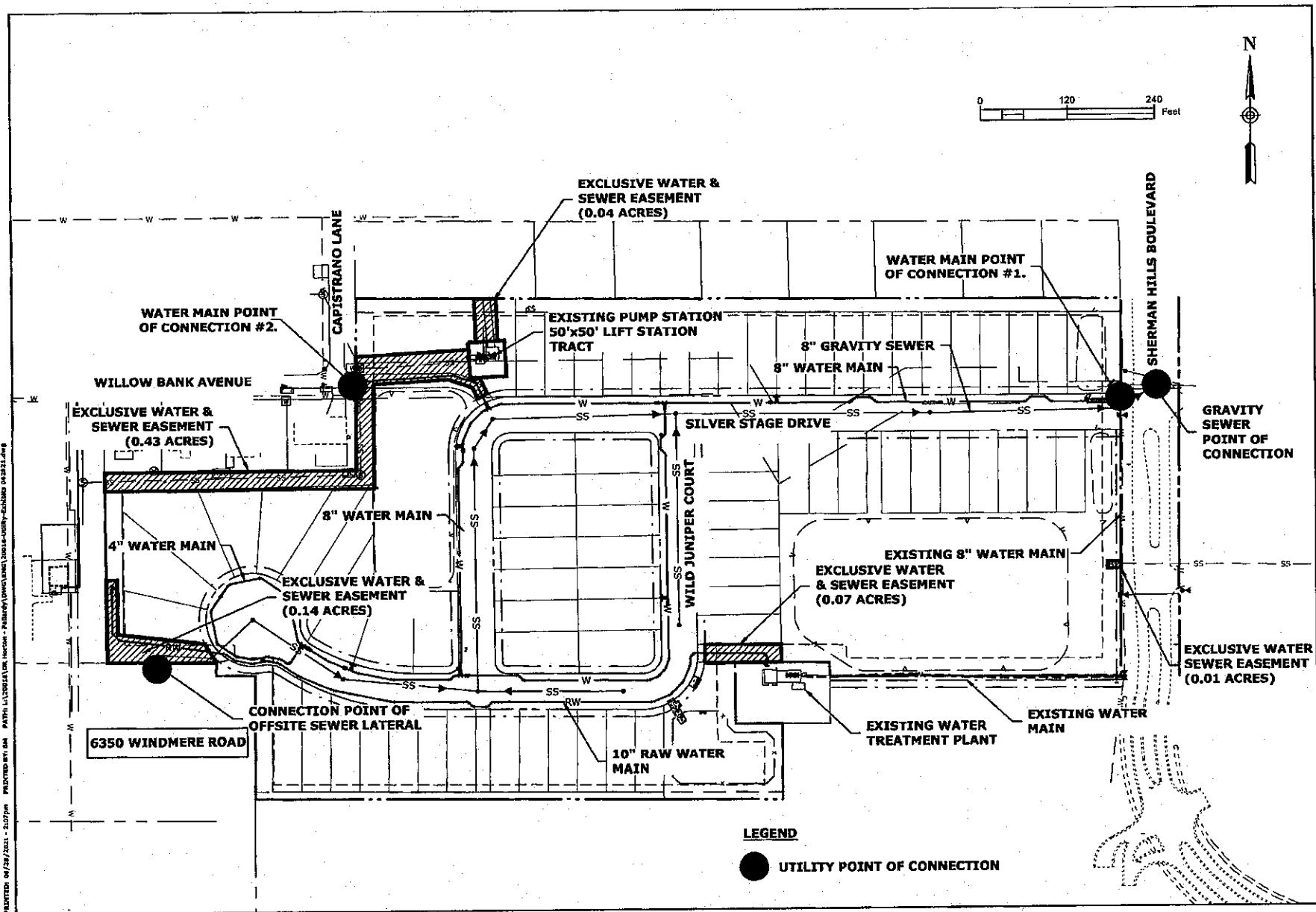
**06/29/21**

**EXHIBIT**

**B**



DATE	20015
PROJECT	C
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DATE	20015
PROJECT	C
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**SHERMAN OAKS**

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[illegible]

**EXHIBIT**  
**D**

**2001B**