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Parcel ID Numbers: R35 223 18 3016 0000 0C05, R35 223 18 3016 0000 0C06, R35 223 18 3016 0000 0C07,  
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R35 223 18 3016 0000 00F0, R35 223 18 3016 0000 00G0, R35 223 18 3016 0000 00H0,  
R35 223 18 3016 0000 00J0, R35 223 18 3016 0000 00K0, R35 223 18 3016 0000 00L0

## SUNCOAST LANDING WATER AND SEWER SERVICE AGREEMENT

**THIS AGREEMENT** is made and entered into this 24<sup>th</sup> day of January, 2023, by and among the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the “**DISTRICT**”, Suncoast Investment Group of Hernando County, LLC, a Florida limited liability company, hereinafter referred to as “**SUNCOAST**”, Investco Properties, L.L.C., a Florida limited liability company, hereinafter referred to as “**INVESTCO**”, and Tri County Development, Inc., a Florida corporation, hereinafter referred to as the “**DEVELOPER**”.

### RECITALS:

**WHEREAS, SUNCOAST** owns approximately 10.098 acres of real property located on the north side of County Line Road adjacent to and along the eastern right-of-way of Suncoast Parkway in unincorporated Hernando County, which is described on Exhibit “A” and depicted on Exhibit “B”, attached hereto and incorporated herein, hereinafter referred to as the “**SUNCOAST**

**PROPERTY**”; and

**WHEREAS**, the **SUNCOAST PROPERTY** is proposed for a commercial development consisting of eight (8) separate parcels fronting along County Line Road which will require approximately 100,000 gallons per day (gpd) of potable water supply and 8,333 gallons per day (gpd) of sanitary sewer service; and

**WHEREAS**, **INVESTCO** owns approximately 5.188 acres of real property located on the north side of County Line Road east of Suncoast Parkway in unincorporated Hernando County, which is described on Exhibit “C” and depicted on Exhibit “D”, attached hereto and incorporated herein, hereinafter referred to as the “**INVESTCO PROPERTY**”; and

**WHEREAS**, the **INVESTCO PROPERTY** is proposed for a commercial development consisting of four (4) separate parcels fronting along County Line Road which will require approximately 50,000 gallons per day (gpd) of potable water supply and 4,167 gallons per day (gpd) of sanitary sewer service; and

**WHEREAS**, the **DEVELOPER** owns approximately 34.786 acres of real property located north of the **SUNCOAST PROPERTY** and the **INVESTCO PROPERTY** adjacent to and along the eastern right-of-way of Suncoast Parkway in unincorporated Hernando County, which is described on Exhibit “E” and depicted on Exhibit “F”, attached hereto and incorporated herein, hereinafter referred to as the “**DEVELOPER PROPERTY**”; and

**WHEREAS**, the **DEVELOPER PROPERTY** is proposed for a residential development consisting of 108 single-family residential units which will require approximately 42,120 gallons per day (gpd) of potable water supply and 21,600 gallons per day (gpd) of sanitary sewer service; and

**WHEREAS**, the **DEVELOPER** is presently developing a mixed use development within unincorporated Hernando County known as Suncoast Landing on the **SUNCOAST PROPERTY**, the **INVESTCO PROPERTY** and the **DEVELOPER PROPERTY**, hereinafter referred to as the “**PROJECT**”, which is described on Exhibit “G” and depicted on Exhibit “H”, attached hereto and incorporated herein; and

**WHEREAS**, the **PROJECT** will require a total of approximately 192,120 gallons per day (gpd) of potable water supply and 34,100 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. **SUNCOAST**, **INVESTCO** and the **DEVELOPER** agree to grant, dedicate and/or convey exclusive perpetual water and sewer utility easements to the **DISTRICT** for existing and future water distribution mains, wastewater transmission mains, and attendant facilities, appurtenances and equipment located, constructed and/or installed on the

**SUNCOAST PROPERTY**, the **INVESTCO PROPERTY** and the **DEVELOPER PROPERTY**, as appropriate, more particularly described in this **AGREEMENT**, as depicted on Exhibit “I” and Exhibit “J”, attached hereto and incorporated herein; and

b. The **DEVELOPER** agrees to construct, install and extend an oversize gravity sewer main, a sewer force main stubout and manhole with acid resistant coating, an oversize wastewater pumping station and wet well, and oversize pumping equipment and machinery, all located in Frontage Road, as depicted on Exhibit “J”, attached hereto and incorporated herein, together with attendant facilities, appurtenances and equipment, more particularly described in this **AGREEMENT**, hereinafter referred to as the “**WASTEWATER SYSTEM IMPROVEMENTS**”; and

**WHEREAS**, the **DISTRICT**, **SUNCOAST**, **INVESTCO** 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. The connection points for the **PROJECT**’s water distribution system shall be at the **DISTRICT**’s existing 12-inch diameter water main located on Trillium Boulevard and Arbors Edge Drive, at the **DISTRICT**’s existing 12-inch diameter water main located on Trillium Boulevard and Frontage Road, and at the **DISTRICT**’s existing 12-inch diameter water main located on Lookout Boulevard and County Line Road, thereby creating a looped system, as depicted on Exhibit “I”. The **DEVELOPER** agrees to plan, design, permit, inspect, upgrade, improve, construct, install and extend the **PROJECT**’s water distribution 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. **SUNCOAST**, **INVESTCO** and the **DEVELOPER** agree 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.

**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. **SUNCOAST**, **INVESTCO** and/or the **DEVELOPER**, their 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. **SUNCOAST**, **INVESTCO** and the **DEVELOPER** acknowledge and agree that connection fees are non-refundable. Should **SUNCOAST**, **INVESTCO** or the **DEVELOPER** require any additional potable water supply, **SUNCOAST**, **INVESTCO** 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 **SUNCOAST**, **INVESTCO** 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 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 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 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 26-74 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. **SUNCOAST**, **INVESTCO** and 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 **SUNCOAST, INVESTCO** and the **DEVELOPER** or in publicly dedicated rights-of-way provided by **SUNCOAST, INVESTCO** and the **DEVELOPER**.

**B. WASTEWATER SYSTEM**

**1. Wastewater Treatment System.** The **DEVELOPER** agrees to provide, at the expense of the **DEVELOPER**, the **WASTEWATER SYSTEM IMPROVEMENTS** specified in Section C of this **AGREEMENT**, which consist of constructing, installing and extending an oversize gravity sewer main, a sewer force main stubout and manhole with acid resistant coating, an oversize pumping station and wet well, oversize pumping equipment and machinery, together with attendant facilities, appurtenances and equipment, all located in Frontage Road at the locations specified in Section C of this **AGREEMENT**, as depicted on Exhibit “J”, 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**, to construct, install and extend sewer force mains, 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 6-inch diameter sewer force main located along the western boundary of the **PROJECT** and approximately 75 feet north of the west end of Frontage Road, as depicted on Exhibit “J”. 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. **SUNCOAST, INVESTCO** and the **DEVELOPER** agree to grant, dedicate and/or convey exclusive perpetual utility easements for the sewer force mains, 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**, excepting such circumstances beyond the **DISTRICT**’s control as may cause temporary service interruptions. **SUNCOAST, INVESTCO** 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 commercial building and each residential unit upon application for a building permit. **SUNCOAST, INVESTCO** and the **DEVELOPER** acknowledge and agree that connection fees are non-refundable. Should **SUNCOAST, INVESTCO** or the **DEVELOPER** require any additional wastewater treatment capacity, **SUNCOAST, INVESTCO** 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 **SUNCOAST, INVESTCO** 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 gravity sewer force main and stubout, pumping station and wet well, on-site sewer collection lines, pumping stations, 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 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 force mains, pumping stations, 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 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 26-74 of the Hernando County Code of Ordinances. **SUNCOAST, INVESTCO** and 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 **SUNCOAST, INVESTCO** and the **DEVELOPER** or in publicly dedicated rights-of-way provided by **SUNCOAST, INVESTCO** and the **DEVELOPER**.

### **C. WASTEWATER SYSTEM IMPROVEMENTS**

**1. Construction of WASTEWATER SYSTEM IMPROVEMENTS.** The **DEVELOPER** agrees to upgrade, improve, construct, install and extend the **WASTEWATER 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. **SUNCOAST,**

**INVESTCO** and the **DEVELOPER** agree to provide exclusive perpetual water and sewer utility easements for the **WASTEWATER SYSTEM IMPROVEMENTS** to the **DISTRICT**. The **WASTEWATER SYSTEM IMPROVEMENTS** depicted on Exhibit "J" include the following:

- a. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, install a 12-inch diameter gravity sewer main in Frontage Road from the easternmost manhole to the wastewater pumping station, located at the western end of Frontage Road adjacent to the eastern right-of-way line of Suncoast Parkway, as depicted on Exhibit "J". The difference in cost between the size of the gravity sewer main required to serve the **PROJECT** only and the size of the 12-inch diameter gravity sewer main will be paid for by the **DISTRICT**. The parties agree that the cost to be paid by the **DISTRICT** to the **DEVELOPER** for the oversize gravity sewer main shall be \$35,480.00.
- b. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, install a 6-inch diameter sewer force main connection at the easternmost sewer manhole in Frontage Road, as depicted on Exhibit "J". The sewer force main stubout shall terminate a minimum of 4 feet from the edge of pavement, and the manhole shall be coated with acid resistant coating in compliance with Section 9 Specifications for Wastewater Structure Coating of the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition and addenda. The cost of the sewer force main stubout and the acid resistant coating will be paid for by the **DISTRICT**. The parties agree that the cost to be paid by the **DISTRICT** to the **DEVELOPER** for the sewer force main stubout and the acid resistant coating shall be \$4,270.00.
- c. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, install a new 12-foot diameter wastewater pumping station and wet well sized and designed to ultimately serve as a triplex pumping station at the western end of Frontage Road adjacent to the eastern right-of-way line of Suncoast Parkway, as depicted on Exhibit "J". The difference in cost between the size of the pumping station and wet well required to serve the **PROJECT** only and the size of the triplex pumping station and wet well will be paid for by the **DISTRICT**. The parties agree that the cost to be paid by the **DISTRICT** to the **DEVELOPER** for the oversize pumping station and wet well shall be \$235,818.44.
- d. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, install all equipment, machinery, appurtenances and facilities for a pumping station, including, but not limited to, pumps, rails and electrical panels for two (2) sewage pumps capable of serving the **PROJECT** and future development in the adjacent service area. The difference in cost between the pumping station equipment, machinery, appurtenances and facilities required to serve the **PROJECT** only and those for future development in the adjacent service area will be paid for by the **DISTRICT**. The parties agree that the cost to be paid by the **DISTRICT** to the **DEVELOPER** for the oversize pumping station equipment, machinery, appurtenances and facilities shall be included in the cost for the new wastewater pumping station and wet well described in subparagraph 1.c of Section C above.

- e. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, 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. The design shall encompass an emergency backup diesel powered pump which will be installed by the **DISTRICT** at a later date.
- f. **SUNCOAST, INVESTCO** and the **DEVELOPER** shall, at their 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 WASTEWATER SYSTEM IMPROVEMENTS.** The **DISTRICT** will reimburse the **DEVELOPER** for the **DISTRICT**'s portion of the costs of construction of the **WASTEWATER SYSTEM IMPROVEMENTS** described in paragraph 1 of Section C above within thirty (30) days after completion of construction of the **WASTEWATER SYSTEM IMPROVEMENTS** by the **DEVELOPER**, including record drawings and engineer's certification, and acceptance of the **WASTEWATER SYSTEM IMPROVEMENTS** by the **DISTRICT**. The **DEVELOPER** shall complete construction of all **WASTEWATER SYSTEM IMPROVEMENTS** no later than eighteen (18) months from the date of execution of this **AGREEMENT** by all parties. If the **WASTEWATER SYSTEM IMPROVEMENTS** are not completed within eighteen (18) months from the date of execution of this **AGREEMENT** by all parties, no certificates of occupancy will be issued for any residential units or commercial buildings or structures within the **PROJECT** until all **WASTEWATER SYSTEM IMPROVEMENTS** are complete and accepted by the **DISTRICT**. **SUNCOAST** and **INVESTCO** acknowledge that the **DISTRICT**'s reimbursement will be paid to the **DEVELOPER** and agree to waive, release and relinquish any interest, right or claim to such funds.

**3. 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**.

**4. 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.

**5. Conveyance of WASTEWATER SYSTEM IMPROVEMENTS.** After final inspection and acceptance by the **DISTRICT**, then **SUNCOAST, INVESTCO** and 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 26-74 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 **SUNCOAST**'s, **INVESTCO**'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 **WASTEWATER SYSTEM IMPROVEMENTS** by the **DEVELOPER** and the contractor.

**5. Compliance with Requirements.** The **DISTRICT**, **SUNCOAST**, **INVESTCO** 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 **SUNCOAST**'s, **INVESTCO**'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 **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 **SUNCOAST PROPERTY**, the **INVESTCO PROPERTY** and the **DEVELOPER PROPERTY** 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, 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**.

**8. No Development Rights Conferred.** All parties understand, acknowledge and agree that **SUNCOAST**, **INVESTCO** and the **DEVELOPER** received approval for the **PROJECT** by the Hernando County Board of County Commissioners through a Master Plan Revision and rezoning adopted by Resolution Number 2020-99 dated July 14, 2020, and a Master Plan Revision adopted by Resolution Number 2021-08 dated January 12, 2021. Nothing contained in this **AGREEMENT** shall: (a) create any development rights in favor of **SUNCOAST**, **INVESTCO**, the **DEVELOPER**, the Companies, 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 **SUNCOAST**, **INVESTCO** 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 **SUNCOAST**, **INVESTCO**, 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 **PROJECT**, and/or any other real property owned by **SUNCOAST**, **INVESTCO**, the **DEVELOPER**, the Companies, the



- c. **INVESTCO:** Manager  
Investco Properties, L.L.C.  
16217 Kittridge Street  
Van Nuys, California 91406
- d. **DEVELOPER:** President  
Tri County Development, Inc.  
9400 River Crossing Boulevard, Suite 102  
New Port Richey, Florida 34655

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 any 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 **SUNCOAST PROPERTY**, the **INVESTCO PROPERTY** and the **DEVELOPER PROPERTY** or any portion thereof, and their 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.

**[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.

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

ATTEST:



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

By: [Signature]  
John Allocco, Chairman

Date: January 24, 2023

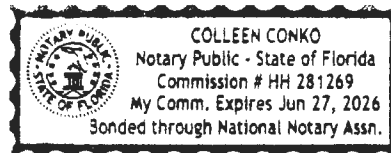
STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2023, by John Allocco, as Chairman of the Board of County Commissioners of Hernando County, Florida, as the Governing Board of the Hernando County Water and Sewer District, on behalf of the District. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

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

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



By: Maura S. Sikora  
County Attorney's Office

**SUNCOAST  
SUNCOAST INVESTMENT GROUP OF  
HERNANDO COUNTY, LLC,**  
a Florida limited liability company

WITNESSES:

Signature: Timothy A. Hall  
Print Name: TIMOTHY A. HALL

By: [Signature]  
William J. Kimpton, Manager

Signature: Jayne L. Lawton  
Print Name: JAYNE L. LAWTON

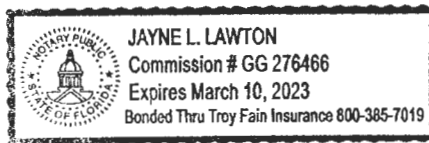
Date: December 22, 2022

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 22<sup>nd</sup> day of December, 2022, by William J. Kimpton, as Manager of Suncoast Investment Group of Hernando County, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

Jayne L. Lawton  
Print Name: JAYNE L. LAWTON  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**INVESTCO**  
**INVESTCO PROPERTIES, L.L.C.,**  
a Florida limited liability company

WITNESSES:

Signature: *Timothy A. Hall*  
Print Name: TIMOTHY A. HALL

By: *[Signature]*  
William Kimpton, Manager

Signature: *Jayne L. Lawton*  
Print Name: JAYNE L. LAWTON

Date: December 22, 2022

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 22<sup>nd</sup> day of December, 2022, by William Kimpton, as Manager of Investco Properties, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

*Jayne L. Lawton*  
Print Name: JAYNE L. LAWTON  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**DEVELOPER**  
**TRI COUNTY DEVELOPMENT, INC.,**  
a Florida corporation

WITNESSES:

Signature: [Signature]  
Print Name: Candee Fenna

Signature: [Signature]  
Print Name: CONNOR BLACK

By: [Signature]  
Alex R. Deeb, President

Attest: [Signature]  
Carol A. Cannon, Secretary

Date: December 20, 2022

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20 day of December, 2022, by Alex R. Deeb and Carol A. Cannon, as President and Secretary of Tri County Development, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Print Name: Jenna Galeano  
Notary Public, State of Florida  
Commission No. HH 183278  
My Commission Expires: 10/7/25



# EXHIBIT "A" (1)

THIS IS NOT A SURVEY

## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, NORTH 00°24'36" EAST, FOR 1,321.22 FEET TO THE SOUTHEAST CORNER OF TRILLIUM VILLAGE "A" AS RECORDED IN PLAT BOOK 36, PAGE 13 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAME BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 35; THENCE ALONG THE SOUTH LINE OF SAID TRILLIUM VILLAGE "A", NORTH 89°30'07" WEST, FOR 95.01 FEET TO THE WEST RIGHT-OF-WAY OF TRILLIUM BOULEVARD ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PROJECT ID 257298 5; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°06'51" WEST, FOR 162.08 FEET TO A POINT ON A CURVE TO THE LEFT; (2) SOUTHERLY 249.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,223.26 FEET, A CENTRAL ANGLE OF 11°42'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 05°44'20" EAST, FOR 249.49 FEET TO THE WEST RIGHT-OF-WAY OF SERVICE ROAD 6B ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°19'29" EAST, FOR 599.38 FEET TO THE NORTH RIGHT-OF-WAY OF C.R. 578 (COUNTY LINE ROAD) ACCORDING TO AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PROJECT ID 257298 5, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID NORTH RIGHT-OF-WAY, WESTERLY 560.30 FEET, SAME BEING THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,547.02 FEET, A CENTRAL ANGLE OF 20°45'05", AND A CHORD BEARING AND DISTANCE OF SOUTH 73°15'22" WEST, FOR 557.24 FEET TO THE NORTH RIGHT-OF-WAY LINE OF C.R. 578 (COUNTY LINE ROAD) ACCORDING TO AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID NORTH RIGHT-OF-WAY, WESTERLY 164.51 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,782.58 FEET, A CENTRAL ANGLE OF 01°37'48", AND A CHORD BEARING AND DISTANCE OF NORTH 86°32'53" WEST 164.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY, WESTERLY 245.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,782.58 FEET, A CENTRAL ANGLE OF 02°25'50", AND A CHORD BEARING AND DISTANCE OF NORTH 88°34'41" WEST, FOR 245.28 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS

Jan 06, 2022 2:54pm X:\1014\Legal\UTILITY AGREEMENT\1014\_SUNC-Suncoast Property S&L.dwg - jbeckman

PROJECT NAME **SUNCOAST LANDING**

SHEET NAME **SUNCOAST PROPERTY**



**Florida Land  
Design &  
Permitting**

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655  
  
PHONE: (727) 478-2421  
www.fldandp.com  
E-mail: info@fldandp.com  
Engineer # - CA No. 33088  
Survey # - LB8342

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**EXHIBIT "A" (2)**

THIS IS NOT A SURVEY

**LEGAL DESCRIPTION: (CONTINUED)**

BOOK 3819, PAGE 1692 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3819, PAGE 1692, NORTH 88°55'21" WEST, FOR 771.29 FEET TO THE SOUTHWEST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3819, PAGE 1692; THENCE ALONG AFORESAID NORTH RIGHT-OF-WAY OF C.R. 578 (COUNTY LINE ROAD), NORTH 89°43'11" WEST, FOR 126.87 FEET TO THE EAST RIGHT-OF-WAY OF TOLL ROAD 589 (SUNCOAST PARKWAY) ACCORDING TO AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300; THENCE ALONG SAID EAST RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 41°02'01" WEST, FOR 141.13 FEET; (2) THENCE NORTH 00°17'32" EAST, FOR 327.16 FEET; THENCE SOUTH 89°05'15" EAST, FOR 34.33 FEET; THENCE SOUTH 00°54'45" WEST, FOR 75.00 FEET; THENCE SOUTH 89°05'15" EAST, FOR 1,206.78 FEET; THENCE SOUTH 00°52'59" WEST, FOR 360.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.098 ACRES.

**LEGEND:**

- COR = CORNER
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY

**SURVEYOR'S NOTES:**

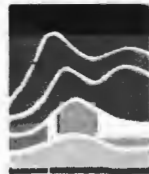
- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED. THE GEOMETRY OF THE SUBJECT PROPERTY IS BASED ON A BOUNDARY SURVEY PREPARED BY FLORIDA LAND DESIGN & PERMITTING TITLED "SUNCOAST LANDING", PROJECT NUMBER 2019-1014, DATED 5/4/2020.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- 4) BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING NORTH 00°24'36" WEST, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

**SUNCOAST LANDING**

SHEET NAME

**SUNCOAST PROPERTY**



**Florida Land  
Design &  
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3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421  
www.fladandp.com  
E-mail: info@fladandp.com  
Engineer # - CA No. 33088  
Surveyor # - LB8342

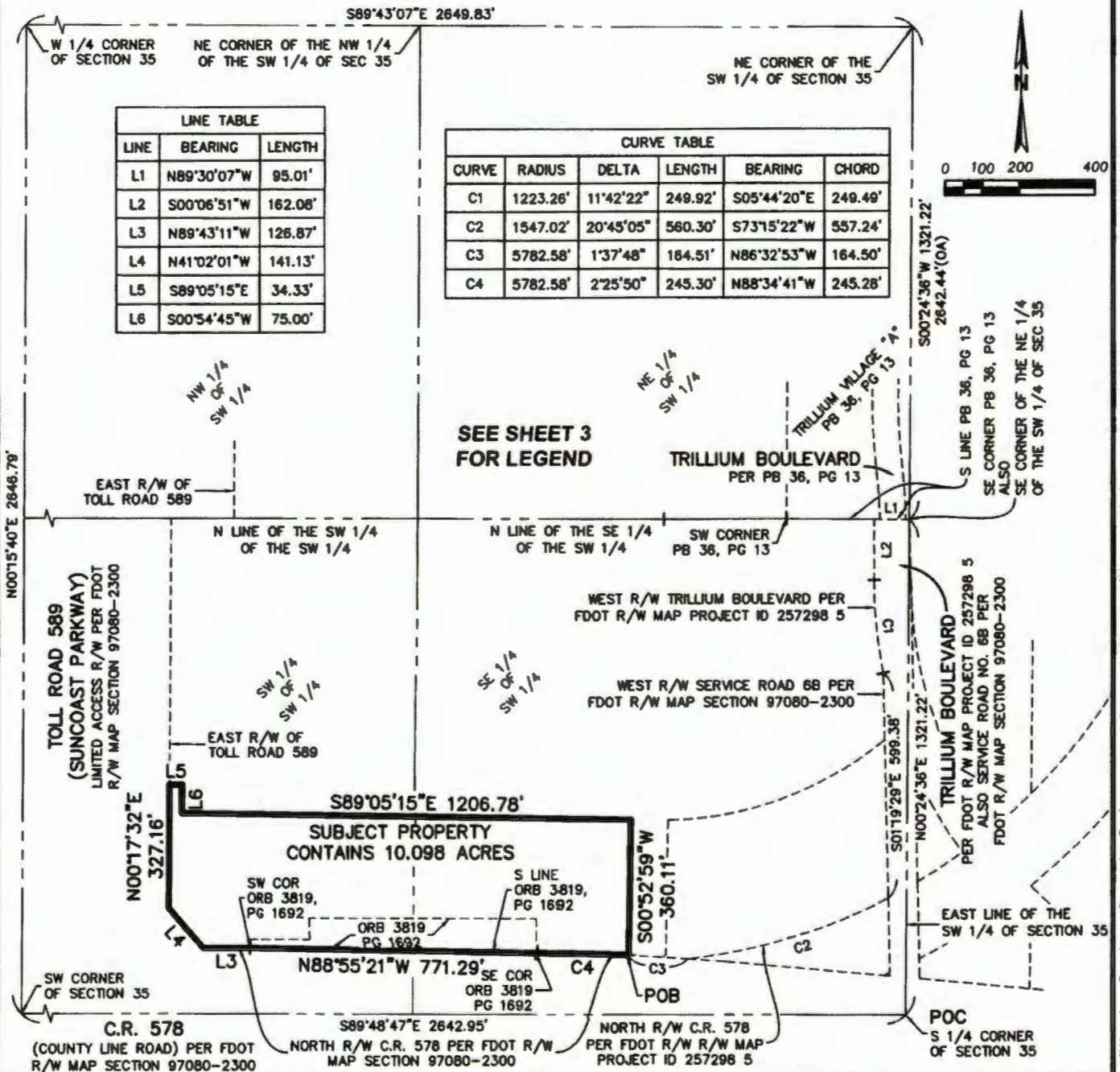
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# EXHIBIT "B"

THIS IS NOT A SURVEY

## SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST HERNANDO COUNTY, FLORIDA



PROJECT NAME: **SUNCOAST LANDING**

SHEET NAME: **SUNCOAST PROPERTY**

DATE	PROJECT	DRAWN	QC	SCALE
1/6/2022	2020-1014	JEB	JEB	1" = 400'

**Florida Land Design & Permitting**

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421  
www.fldandp.com  
E-mail: info@fldandp.com  
Engineer # - CA No. 33088  
Survey # - LB8342

**CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION**  
 SKETCH AND LEGAL DESCRIPTION NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAP PER.

**JOSEPH E. BECKMAN**  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA #LS 7204  
 CERTIFICATE OF AUTHORIZATION # LB 8342

Jan 06, 2022 2:54pm X:\1014\Legal\UTILITY AGREEMENT\1014\_SUNC-Suncoast Property S&L.dwg - beckman

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# EXHIBIT "C" (1)

THIS IS NOT A SURVEY

## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

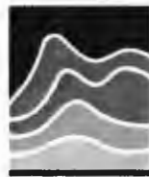
COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, NORTH 00°24'36" EAST, FOR 1,321.22 FEET TO THE SOUTHEAST CORNER OF TRILLIUM VILLAGE "A" AS RECORDED IN PLAT BOOK 36, PAGE 13 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAME BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 35; THENCE ALONG THE SOUTH LINE OF SAID TRILLIUM VILLAGE "A", NORTH 89°30'07" WEST, FOR 95.01 FEET TO THE WEST RIGHT-OF-WAY OF TRILLIUM BOULEVARD ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PROJECT ID 257298 5; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°06'51" WEST, FOR 162.08 FEET TO A POINT ON A CURVE TO THE LEFT; (2) SOUTHERLY 249.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,223.26 FEET, A CENTRAL ANGLE OF 11°42'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 05°44'20" EAST, FOR 249.49 FEET TO THE WEST RIGHT-OF-WAY OF SERVICE ROAD 6B ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°19'29" EAST FOR 178.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°19'29" EAST, FOR 420.98 FEET TO THE NORTH RIGHT-OF-WAY OF C.R. 578 (COUNTY LINE ROAD) ACCORDING TO AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PROJECT ID 257298 5, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID NORTH RIGHT-OF-WAY, WESTERLY 560.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,547.02 FEET, A CENTRAL ANGLE OF 20°45'05", AND A CHORD BEARING AND DISTANCE OF SOUTH 73°15'22" WEST, FOR 557.24 FEET TO THE NORTH RIGHT-OF-WAY LINE OF C.R. 578 (COUNTY LINE ROAD) ACCORDING TO AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID NORTH RIGHT-OF-WAY, WESTERLY 64.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,782.58 FEET, A CENTRAL ANGLE OF 00°38'18", AND A CHORD BEARING AND DISTANCE OF NORTH 86°03'08" WEST, FOR

PROJECT NAME

SUNCOAST LANDING

SHEET NAME

INVESTCO PROPERTY



**Florida Land  
Design &  
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TRINITY, FLORIDA 34655

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Engineer # - CA No. 33088  
Survey # - LB8342

Jan 06, 2022 @ 2:52pm C:\Users\Beckman\AppData\Local\Temp\AcPublish\_9964\1014\_SUNC-investco Property S&L.dwg - Beckman

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# EXHIBIT "C" (2)

THIS IS NOT A SURVEY

## LEGAL DESCRIPTION: (CONTINUED)

64.43 FEET; THENCE NORTH 00°52'59" EAST, FOR 364.41 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY 631.96 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 940.00 FEET, A CENTRAL ANGLE OF 38°31'12", AND A CHORD BEARING AND DISTANCE OF NORTH 69°56'58" EAST, FOR 620.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.188 ACRES.

## LEGEND:

- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY

## SURVEYOR'S NOTES:

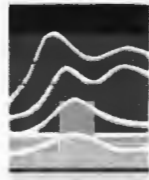
- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED. THE GEOMETRY OF THE SUBJECT PROPERTY IS BASED ON A BOUNDARY SURVEY PREPARED BY FLORIDA LAND DESIGN & PERMITTING TITLED "SUNCOAST LANDING", PROJECT NUMBER 2019-1014, DATED 5/4/2020.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- 4) BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING NORTH 00°24'36" WEST, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

SUNCOAST LANDING

SHEET NAME

INVESTC OPROPERTY



# Florida Land Design & Permitting

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421  
www.fladandp.com  
E-mail: info@fladandp.com  
Engineer # - CA No. 33088  
Survey # - L88342

Jan 06, 2022 @ 2:52pm C:\Users\beckman\AppData\Local\Temp\AcPublish\_9964\1014\_SUNC-investco Property S&L.dwg - beckman

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# EXHIBIT "E" (1)

THIS IS NOT A SURVEY

## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, NORTH 00°24'36" EAST, FOR 1,321.22 FEET TO THE SOUTHEAST CORNER OF TRILLIUM VILLAGE "A" AS RECORDED IN PLAT BOOK 36, PAGE 13 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAME BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 35; THENCE ALONG THE SOUTH LINE OF SAID TRILLIUM VILLAGE "A", NORTH 89°30'07" WEST, FOR 95.01 FEET TO THE WEST RIGHT-OF-WAY OF TRILLIUM BOULEVARD ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PROJECT ID 257298 5, SAME BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°06'51" WEST, FOR 162.08 FEET TO A POINT ON A CURVE TO THE LEFT; (2) SOUTHERLY 249.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,223.26 FEET, A CENTRAL ANGLE OF 11°42'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 05°44'20" EAST, FOR 249.49 FEET TO THE WEST RIGHT-OF-WAY OF SERVICE ROAD 6B ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°19'29" EAST FOR 178.40 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE WESTERLY 631.96 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 940.00 FEET, A CENTRAL ANGLE OF 38°31'12", AND A CHORD BEARING AND DISTANCE OF SOUTH 69°56'58" WEST, FOR 620.13 FEET; THENCE SOUTH 00°52'59" WEST, FOR 364.41 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, SAME BEING A POINT ON THE NORTH RIGHT-OF-WAY OF COUNTY LINE ROAD ACCORDING TO AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300; THENCE ALONG SAID NORTH RIGHT-OF-WAY, WESTERLY 100.08 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5,782.58 FEET, A CENTRAL ANGLE OF 00°59'30", AND A CHORD BEARING AND DISTANCE OF NORTH 86°52'02" WEST, FOR 100.08 FEET; THENCE NORTH 00°52'59" EAST, FOR 360.11 FEET; THENCE NORTH 89°05'15" WEST, FOR 1,206.78 FEET; THENCE NORTH 00°54'45" EAST, FOR 75.00 FEET; THENCE NORTH 89°05'15" WEST, FOR 34.33 FEET TO THE EAST RIGHT-OF-WAY OF TOLL ROAD 589 (SUNCOAST PARKWAY) ACCORDING TO SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 00°17'32" EAST, FOR 712.65 FEET TO THE

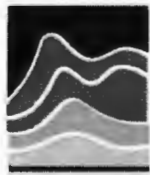
Jan 06, 2022 2:43pm X:\1014\Legal\UTILITY AGREEMENT\1014\_SUNC-Developer Property S&L.dwg - Beckman

PROJECT NAME

SUNCOAST LANDING

SHEET NAME

DEVELOPER PROPERTY



**Florida Land  
Design &  
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TRINITY, FLORIDA 34655

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Engineer # - CA No. 33088  
Survey # - 188342

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# EXHIBIT "E" (2)

THIS IS NOT A SURVEY

## LEGAL DESCRIPTION: (CONTINUED)

NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 35; THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4, RESPECTIVELY, THE FOLLOWING THREE (3) COURSES: (1) SOUTH 89°44'55" EAST, FOR 1324.23 FEET; (2) NORTH 89°54'07" EAST, FOR 330.23 FEET TO A SOUTHWEST CORNER OF AFORESAID TRILLIUM VILLAGE "A"; (3) ALONG THE SOUTH LINE OF SAID TRILLIUM VILLAGE "A", SOUTH 89°30'07" EAST, FOR 235.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.786 ACRES.

## LEGEND:

- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY

## SURVEYOR'S NOTES:

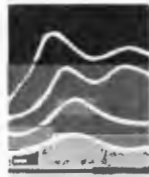
- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED. THE GEOMETRY OF THE SUBJECT PROPERTY IS BASED ON A BOUNDARY SURVEY PREPARED BY FLORIDA LAND DESIGN & PERMITTING TITLED "SUNCOAST LANDING", PROJECT NUMBER 2019-1014, DATED 5/4/2020.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- 4) BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING NORTH 00°24'36" WEST, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

**SUNCOAST LANDING**

SHEET NAME

**DEVELOPER PROPERTY**



# Florida Land Design & Permitting

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Engineer # - CA No. 33088  
Survey # - LB8342

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# EXHIBIT "G" (1)

THIS IS NOT A SURVEY

## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, NORTH 00°24'36" EAST, FOR 1,321.22 FEET TO THE SOUTHEAST CORNER OF TRILLIUM VILLAGE "A" AS RECORDED IN PLAT BOOK 36, PAGE 13 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAME BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 35; THENCE ALONG THE SOUTH LINE OF SAID TRILLIUM VILLAGE "A", NORTH 89°30'07" WEST, FOR 95.01 FEET TO THE WEST RIGHT-OF-WAY OF TRILLIUM BOULEVARD ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PROJECT ID 257298 5, SAME BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°06'51" WEST, FOR 162.08 FEET TO A POINT ON A CURVE TO THE LEFT; (2) SOUTHERLY 249.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,223.26 FEET, A CENTRAL ANGLE OF 11°42'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 05°44'20" EAST, FOR 249.49 FEET TO THE WEST RIGHT-OF-WAY OF SERVICE ROAD 6B ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°19'29" EAST, FOR 599.38 FEET TO THE NORTH RIGHT-OF-WAY OF C.R. 578 (COUNTY LINE ROAD) ACCORDING TO AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PROJECT ID 257298 5, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID NORTH RIGHT-OF-WAY, WESTERLY 560.30 FEET, SAME BEING THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,547.02 FEET, A CENTRAL ANGLE OF 20°45'05", AND A CHORD BEARING AND DISTANCE OF SOUTH 73°15'22" WEST, FOR 557.24 FEET TO THE NORTH RIGHT-OF-WAY LINE OF C.R. 578 (COUNTY LINE ROAD) ACCORDING TO AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID NORTH RIGHT-OF-WAY, WESTERLY 409.81 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,782.58 FEET, A CENTRAL ANGLE OF 04°03'38", AND A CHORD BEARING AND DISTANCE OF NORTH 87°45'47" WEST, FOR 409.72 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3819, PAGE 1692 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3819, PAGE 1692, NORTH 88°55'21" WEST, FOR 771.29 FEET TO THE

PROJECT NAME

SUNCOAST LANDING - EXHIBIT "H"

SHEET NAME

OVERALL SKETCH & DESCRIPTION



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Engineer # - CA No. 33088  
Survey # - L88342

Dec 01, 2022 @ 7: 21am X:\1014\Legal\1014\_SUNC-Overall LESS Smith-S&L.dwg - asyrisko

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**EXHIBIT "G" (2)**

THIS IS NOT A SURVEY

**LEGAL DESCRIPTION: (CONTINUED)**

SOUTHWEST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3819, PAGE 1692; THENCE ALONG AFORESAID NORTH RIGHT-OF-WAY OF C.R. 578 (COUNTY LINE ROAD), NORTH 89°43'11" WEST, FOR 126.87 FEET TO THE EAST RIGHT-OF-WAY OF TOLL ROAD 589 (SUNCOAST PARKWAY) ACCORDING TO AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 97080-2300; THENCE ALONG SAID EAST RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES; (1) NORTH 41°02'01" WEST, FOR 141.13 FEET; (2) THENCE NORTH 00°17'32" EAST, FOR 1039.81 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 35; THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4, RESPECTIVELY, THE FOLLOWING THREE (3) COURSES: (1) SOUTH 89°44'55" EAST, FOR 1324.23 FEET; (2) NORTH 89°54'07" EAST, FOR 330.23 FEET TO A SOUTHWEST CORNER OF AFORESAID TRILLIUM VILLAGE "A"; (3) ALONG THE SOUTH LINE OF SAID TRILLIUM VILLAGE "A", SOUTH 89°30'07" EAST, FOR 235.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.072 ACRES.

**LEGEND:**

- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY

**SURVEYOR'S NOTES:**

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED. THE GEOMETRY OF THE SUBJECT PROPERTY IS BASED ON A BOUNDARY SURVEY PREPARED BY FLORIDA LAND DESIGN & PERMITTING TITLED "SUNCOAST LANDING", PROJECT NUMBER 2019-1014, DATED 5/4/2020.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- 4) BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING NORTH 00°24'36" WEST, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

**SUNCOAST LANDING - EXHIBIT "H"**

SHEET NAME

**OVERALL SKETCH & DESCRIPTION**



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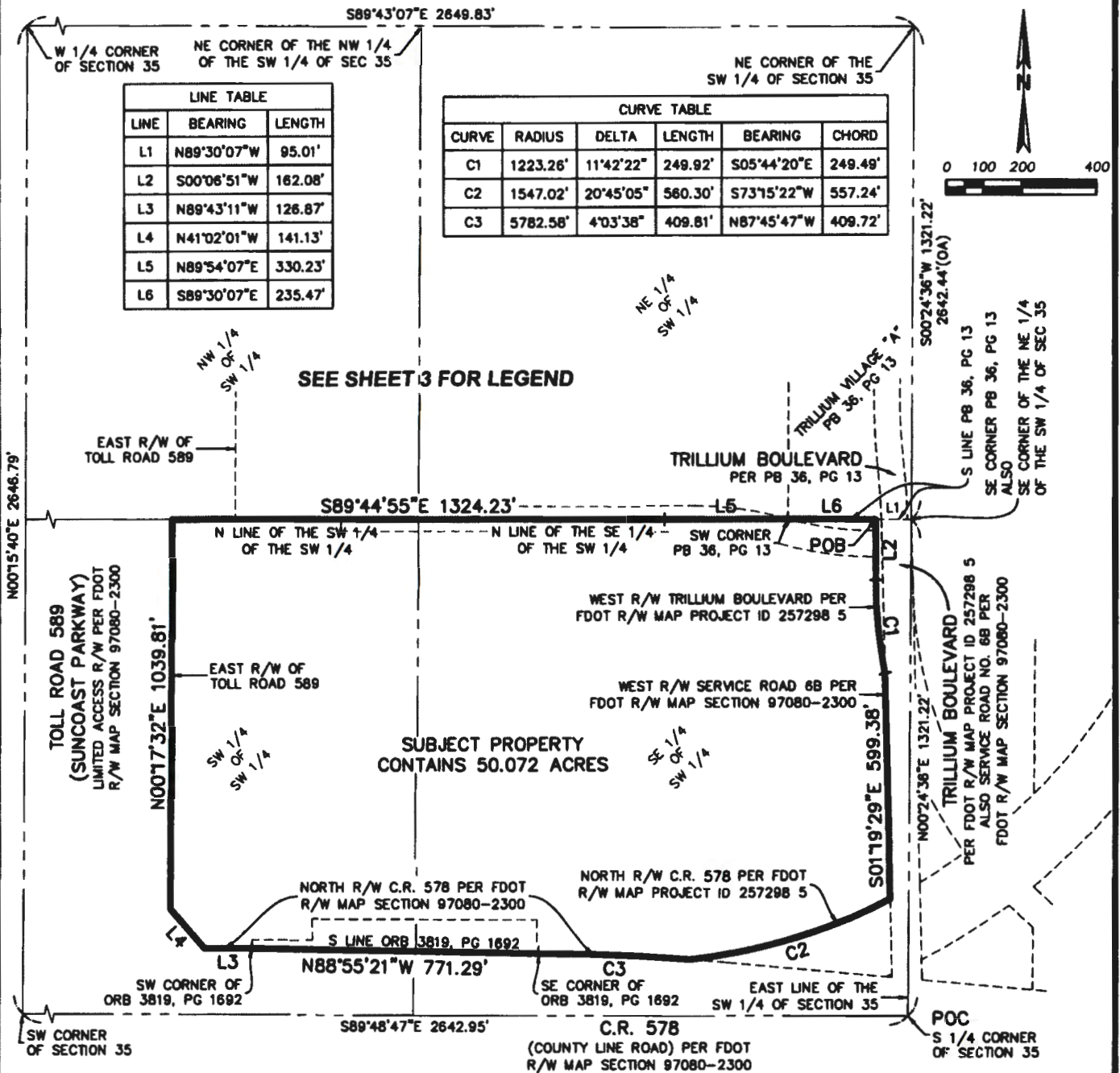
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# EXHIBIT "H"

THIS IS NOT A SURVEY

## SECTION 35, TOWNSHIP 23 SOUTH, RANGE 18 EAST HERNANDO COUNTY, FLORIDA



PROJECT NAME: **SUNCOAST LANDING - EXHIBIT "G"**

SHEET NAME: **OVERALL SKETCH & DESCRIPTION**

DATE	PROJECT	DRAWN	QC	SCALE
5/13/2020	2020-1014-A	JEB	JEB	1" = 400'

**Florida Land Design & Permitting**

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Engineer # - CA No. 33088  
Survey # - LB8342

**CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION**

SKETCH AND LEGAL DESCRIPTION NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

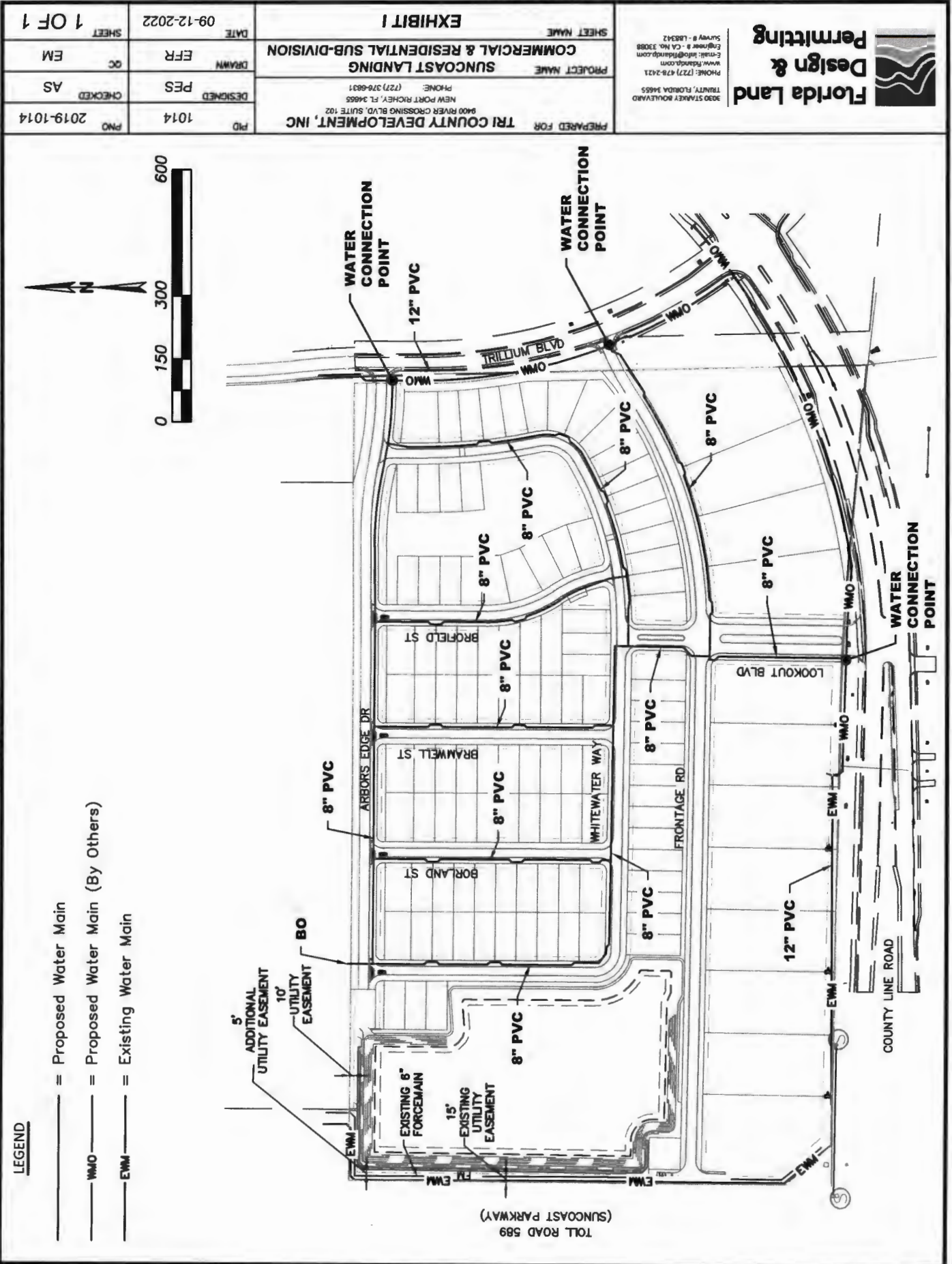
**JOSEPH E. BECKMAN**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA # LS 7204  
CERTIFICATE OF AUTHORIZATION # LB 8342

Dec 01, 2022 @ 7:20am X:\1014\Legal\1014\_SUNC-Overall LESS Smith-S&L.dwg - asyrisko

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# EXHIBIT "J"

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 ENGINEER # - CA No. 33088  
 SURVEY # - LR8342

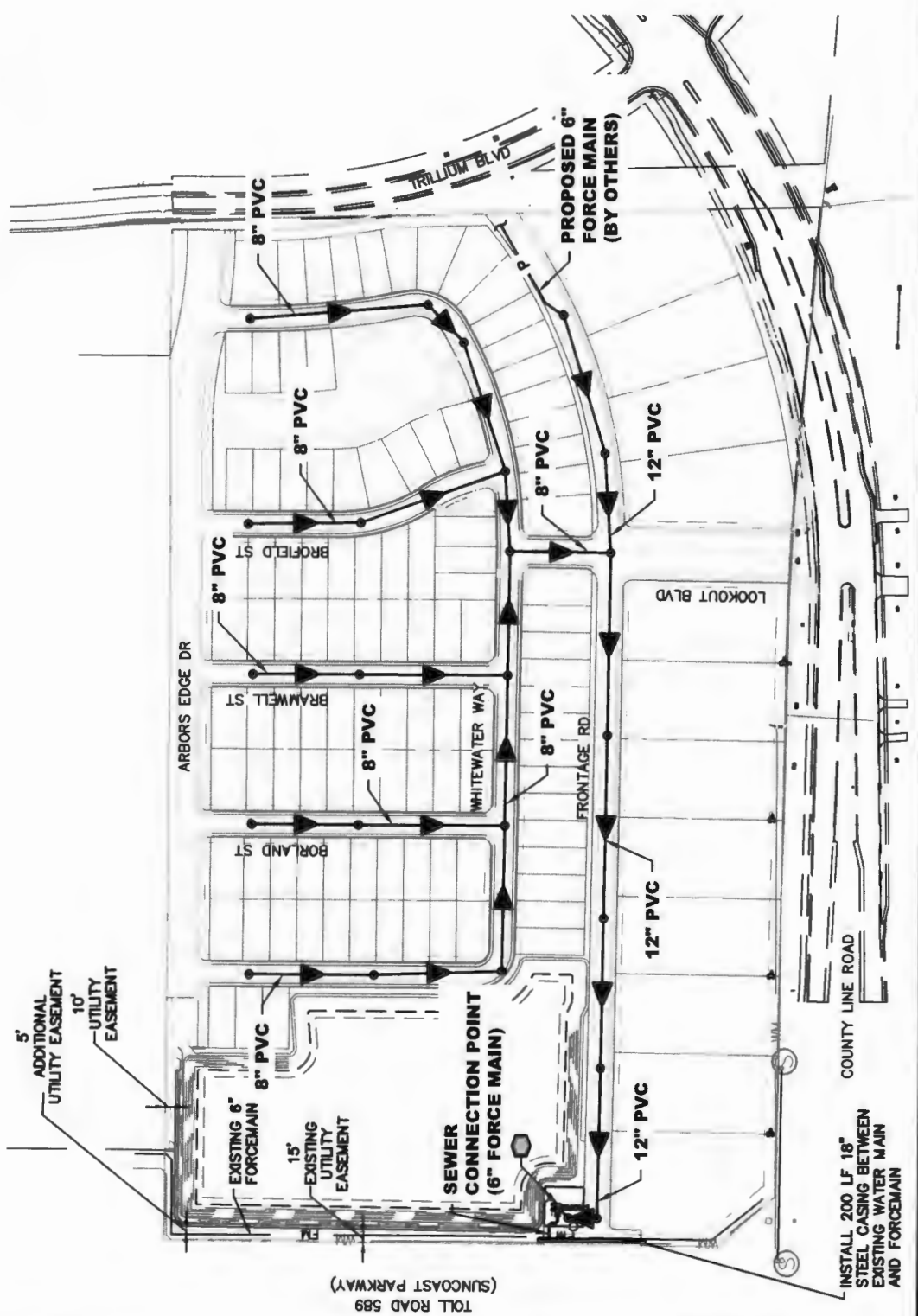
PREPARED FOR <b>TRI COUNTY DEVELOPMENT, INC</b> 1400 RIVER CROSSING BLVD, SUITE 102 NEW PORT RICHEY, FL 34665 PHONE: (772) 376-8931		PROJECT NAME <b>SUNCOAST LANDING COMMERCIAL &amp; RESIDENTIAL SUB-DIVISION</b>	SHEET NAME <b>EXHIBIT I</b>
DESIGNED PES	CHECKED AS	DRAWN EFR	DATE 09-12-2022
PID 1014	PNO 2019-1014	SHEET EM	SHEET 1 OF 1

# EXHIBIT "J"

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## LEGEND

-  = Proposed Triplex Pump Station
-  = Proposed Force Main (By Others)
-  = Existing Force Main
-  = Gravity Main



<b>PREPARED FOR</b> <b>TRI COUNTRY DEVELOPMENT, INC</b> 3400 RIVER CROSSING BLVD, SUITE 102 NEW PORT MOHAY, FL 34685 PHONE: (772) 378-0831		<b>PROJECT NAME</b> <b>SUNCOAST LANDING</b> <b>COMMERCIAL &amp; RESIDENTIAL SUB-DIVISION</b>		<b>SHEET NAME</b> <b>EXHIBIT J</b>	
<b>DESIGNED</b> PES	<b>CHECKED</b> AS	<b>DRAWN</b> EFR	<b>DATE</b> 09-12-2022	<b>SHEET</b> EM	<b>1 OF 1</b>
<b>PNO</b> 2019-1014	<b>DATE</b> 09-12-2022	<b>DATE</b> 09-12-2022	<b>DATE</b> 09-12-2022	<b>DATE</b> 09-12-2022	<b>DATE</b> 09-12-2022

**Florida Land Design & Permitting**  
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 SURVEY # - 188342