

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the **HERNANDO COUNTY WATER AND SEWER DISTRICT**, a body corporate of the State of Florida, whose address is 15365 Cortez Blvd., Brooksville, FL 34615, (“**DISTRICT**”); and **RIVARD DEVELOPMENT, LLC**, a Florida Limited Liability Company, whose address is 6601 Memorial Highway, Suite 223, Tampa, FL 33615, (“**RIVARD**”), who are individually and collectively referred to as the “Party” or “Parties”.

The purpose of this MOU is to memorialize and acknowledge the information and procedures required for the processing and approval of the Conditional Plat for the Trails at Rivard phase 3 development, as approved by Hernando County Resolution No. 2025-053, signed and dated April 3, 2025.

RECITALS

WHEREAS, Rivard applied to reactivate an expired master plan on property identified by Parcel Key No. 383374, located in Hernando County, Florida, on the northern terminus of Old Oak Trail, northern terminus of Dog Leg Court, eastern terminus of Rivard Boulevard, and eastern terminus of Clearview Drive (“**Property**”); and

WHEREAS, the Hernando County Board of County Commissioner’s (“**Board**”) approved the reactivation of the expired master plan for the Property on April 3, 2025, as reflected in Hernando County Resolution No. 2025-053, signed and dated April 3, 2025 (attached hereto as “**Exhibit A**”); and

WHEREAS, the reactivation of the master plan for Rivard contemplated a new phase of the existing Trails at Rivard platted subdivision (“**Rivard Subdivision**”); and

WHEREAS, on October 15, 1996, the District and the Trails at Rivard, Inc., the developer of the previous phases of the Rivard Subdivision (“**Developer**”), entered into a Water and Sewer Service Agreement recorded in Official Records Book 1095, Page 1596, of the Public Records of Hernando County, Florida (attached hereto as “**Exhibit B**”), which contemplated a total of 308 residential units, consisting of 284 single-family homes and 24 villas, upon final build-out of the Rivard Subdivision; and

WHEREAS, the Rivard Subdivision contains 146 of the originally approved 308 residential units pursuant to the Water and Sewer Service Agreement dated October 15, 1996, with 162 lots remaining; and

WHEREAS, the reactivation of the master plan, which contemplated a new phase of the existing Rivard Subdivision, approved 240 single-family residential units for the Rivard Subdivision, resulting in 78 more single-family residential units than were provided for in the Water and Sewer Service Agreement dated October 15, 1996; and

WHEREAS, the Water and Sewer Service Agreement dated October 15, 1996, has since expired; and

WHEREAS, Rivard applied for a Conditional Plat and Construction Plan review with Hernando County (“County”), which was submitted on or around May 2025; and

WHEREAS, Chapter 26, Article II, Section 26-21(a)(8) of the Hernando County Code of Ordinances (“Code”) provides that an applicant for a Conditional Plat must provide a water supply and sewage disposal plan, to wit:

The developer or engineer of record shall provide the planned methods of water supply and sewage disposal in accordance with all required codes and regulations. In the event the proposed subdivision will connect to county water and/or sewer facilities, the engineer of record shall prepare a capacity analysis in accordance with county standards and requirements to ensure that the distribution and collection network can accommodate the additional projected flows.

NOW, THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this MOU, and in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the Parties hereby acknowledge and agree as follows:

- (1) **Recitals and Exhibits.** The recitals set forth above are true and accurate and, by reference, are incorporated into and made a part of this MOU.
- (2) **Improvements Contemplated by this Memorandum of Understanding.** The Parties understand and acknowledge that water and wastewater upgrades and/or improvements may be required to provide utility system capacity for the development and to meet the minimum pressures and flows as required by the Code for the development of the Property, subject to Hernando County Resolution No. 2025-053. The Parties agree that the appropriate data and other improvements shall be approved as part of the construction plans drawings application for the Property, subject to Hernando County Resolution No. 2025-053. The Parties further agree that the execution of this MOU resolves the comments issued by the District regarding Rivard’s Conditional Plat application, thereby

allowing Rivard's Conditional Plat application to move forward for processing and approval as of the effective date of this MOU.

- (3) **Modifications or Waivers.** Any modification or waiver of the provisions in this MOU shall be effective only if made in writing and executed with the same formality as this MOU.
- (4) **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- (5) **Effective Date.** This MOU shall become effective on the date executed by the last signing Party.

IN WITNESS WHEREOF, the Parties hereby cause this MOU, consisting of three (3) pages, to be signed by their duly authorized representative on the dates set forth below:

RIVARD DEVELOPMENT, LLC, a Florida Limited Liability Company



Paul Bakkalapulo, Manager
Rivard Development, LLC
6601 Memorial Hwy, Ste. 223
Tampa, FL 33615

Date: February 6, 2026

HERNANDO COUNTY UTILITIES DEPARTMENT



Brad Smith, Interim Director
Hernando County Utilities Department
15365 Cortez Blvd.
Brooksville, FL 34613

Date: 3.23.26

RESOLUTION NO. 2025 -053

WHEREAS, Hernando County has adopted zoning regulations pursuant to Section 125.01(1) and Chapter 163, *Florida Statutes*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing to consider the requested changes in zoning on the specified parcels in Hernando County, Florida, as more fully described below;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

APPLICANT: Rivard Development, LLC

FILE NUMBER: H-25-10

REQUEST: Reestablishment of a Master Plan on Property zoned CPDP/Combined Planned Development Project

GENERAL LOCATION: Northern terminus of Old Oak Trail, northern terminus of Dog Leg Court, eastern terminus of Rivard Boulevard, and the eastern terminus of Clearview Drive

PARCEL KEY NUMBERS: 383374

REQUEST: Reestablishment of a Master Plan on Property zoned CPDP/Combined Planned Development Project as enumerated in the BOCC Action, which is incorporated herein by reference and made a part hereof. The representations contained in the rezoning application are incorporated herein by reference and made a part hereof and are relied upon by the County to be true and correct. For purposes herein, it is presumed that all notice and advertising requirements have been satisfied.

FINDINGS OF FACT: ALL of the facts and conditions set forth in the County’s staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC’s Action. The BOCC finds that the testimony and record supporting APPROVAL of the request to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings of fact:

- 1. The proposed request is consistent with the County’s adopted Comprehensive Plan and is compatible with the surrounding land uses.

CONCLUSIONS OF LAW: The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Florida Statutes*. Accordingly, after public hearing and testimony, being fully

advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

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

ACTION:

After notice and public hearing, based upon the record in this matter and ALL of the findings of fact and conclusions of law above, the BOCC hereby APPROVES Reestablishment of a Master Plan on Property zoned CPDP/Combined Planned Development Project as set forth in the BOCC Action, which is incorporated herein by reference and made a part hereof. Any requests, uses, variances or exceptions that were requested in connection with this rezoning application but not specifically approved herein are hereby deemed DENIED.

ADOPTED IN REGULAR SESSION THE 3rd DAY OF April 2025.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: Hindi Krueger, Deputy Clerk
for Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: Brian Hawkins, Jr. Vice Chairman
Brian Hawkins Chairman



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Victoria Anderson
County Attorney's Office

R

WATER AND SEWER SERVICE AGREEMENT ** OFFICIAL RECORDS **
BK: 1095 PG: 1596

10/26/96

THIS AGREEMENT is made and entered into this 15th day of October, 1996,

by and between the HERNANDO COUNTY WATER AND SEWER DISTRICT ("DISTRICT") and THE TRAILS AT RIVARD, INC. ("DEVELOPER"), as follows:

WHEREAS, the DEVELOPER has planned a residential development on property located in Hernando County, Florida, known as "THE TRAILS", the legal description of which is attached hereto as Exhibit "A", and the development shall hereinafter be referred to as the "PROJECT"; and

WHEREAS, The PROJECT shall consist of 284 single-family residential units and 24 villas at final build out; and

WHEREAS, The PROJECT shall be developed in six (6) phases; and

WHEREAS, The DISTRICT has enacted a water and sewer ordinance entitled "An Ordinance Providing for Connection to Water and Wastewater Facilities of Hernando County," hereinafter referred to as the "ORDINANCE". The parties have entered into this AGREEMENT to implement the provisions thereof for the PROJECT. The parties desire to delineate, make certain and define each of their obligations with respect to a water supply and distribution system as well as a wastewater collection and transmission system for the PROJECT; and

WHEREAS, The DISTRICT operates franchised water and sewer systems which are capable of providing potable water supply and wastewater treatment capacity to the PROJECT; and

WHEREAS, water service and wastewater service are currently available to the PROJECT; and

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

I. AGREEMENT

A. WATER SUPPLY AND DISTRIBUTION SYSTEM.

1. Water Supply System. The DEVELOPER agrees to install and extend a water main and attendant water facilities from the nearest available point of connection with an existing DISTRICT water main located along U.S. Highway 41 to the western boundary of the PROJECT, as directed by the DISTRICT. The DISTRICT agrees to thereafter provide continuous potable water service of sufficient size and capacity to serve the potable water supply needs of the

FILE# 96-042153
HERNANDO COUNTY, FLORIDA

RCD Nov 15 1996 04:26pm
KAREN NICOLAI, CLERK

PROJECT. Said potable water supply needs shall be defined as that supply necessary to serve the **PROJECT** when the **PROJECT** is fully developed. The **PROJECT** will consist of approximately 284 single-family residential units and 24 villas at final build out. Water main extensions are to be sized based upon a maximum velocity of 4 feet per second (FPS) for estimated maximum daily domestic water usage, a maximum velocity of 5 FPS for estimated peak hour maximum daily domestic water usage, and a maximum velocity of 7.5 FPS for estimated maximum daily domestic water usage plus fire flow. Minimum fire flow capacity is 500 gallons per minute (gpm) for two (2) hours with a residual pressure greater than or equal to 20 pounds per square inch (psi) for residential service. The **DEVELOPER** agrees to assist the **DISTRICT**, during the course of the **PROJECT** (upon the **DISTRICT's** request), in developing field tests and projection modeling of the existing area water system to ensure compliance with the above criteria. The **DISTRICT** reserves the right to deny building permit approval for houses within the **PROJECT** if the area water system should fail to comply with the above criteria. The **DISTRICT** will resume approval of building permits for the **PROJECT** once the area water system has been brought into compliance with the above criteria.

2. **Water Distribution System.** **DEVELOPER** shall install at its expense all potable water distribution facilities within the **PROJECT** in accordance with the standards of the Florida Department of Environmental Protection (FDEP) and Hernando County as may be applicable and pertaining thereto.

3. **Payment of Water Connection Fees.** The **DEVELOPER** will make a non-refundable water connection fee payment in an amount equal to 139 Equivalent Residential Units ("ERUs") at then current rates (which represents the total water connection fees due for Phases I, II, and VI of the **PROJECT**) within twenty-one (21) days of Board approval of this **AGREEMENT**, or this **AGREEMENT** shall be null and void. This initial payment of 139 ERUs applies to the total water connection fee payment of 308 ERUs due for the **PROJECT**. The 308 ERUs entitles the **DEVELOPER** to a maximum potable water flow of 77,000 gallons per day (gpd).

The payment of water connection fees for 308 ERUs entitles **DEVELOPER** to 77,000 gpd of potable water supply for the **PROJECT**, and should any additional potable water supply be required, **DEVELOPER** shall pay any and all additional water connection fees pursuant to the **ORDINANCE**, as amended. Should **DEVELOPER** demand a lesser potable water supply, no reduction in or refund of connection fees shall be made by the **DISTRICT**.

The balance of the water connection fees for the **PROJECT** shall be paid by the **DEVELOPER**, its successors or assigns, as follows:

- a. At the three (3) year anniversary of Board approval of this **AGREEMENT**, or upon application for permit approval for Phase III, whichever occurs first, the cumulative sum of 196 ERUs at then current rates. (This represents the total water connection fees due for Phases I, II, III and VI of the **PROJECT**.)
- b. At the four (4) year anniversary of Board approval of this **AGREEMENT**, or upon application for permit approval for Phase IV, whichever occurs first, the cumulative sum of 253 ERUs at then current rates. (This represents the total water connection fees due for Phases I, II, III, IV and VI of the **PROJECT**.)
- c. At the five (5) year anniversary of Board approval of this **AGREEMENT**, or upon application for permit approval for Phase V, whichever occurs first, the cumulative sum of 308 ERUs at then current rates. (This represents the total water connection fees due for the entire **PROJECT**.)

The **DEVELOPER** agrees to pay the then current connection fee rates in effect at the time of each payment.

4. 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 distribution system. All engineering services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings to the **DISTRICT** shall be at the expense of the **DEVELOPER**.

DEVELOPER agrees that before the plans or specifications prepared by the **DEVELOPER** in accordance with this **AGREEMENT** are submitted for review by any regulatory body, the plans and specifications shall have been submitted to and approved by the **DISTRICT**. Plans and specifications shall be either approved or disapproved within thirty (30) days of the date on which such documents are submitted to the **DISTRICT** and approval of such plans and specifications shall not be unreasonably withheld. **DEVELOPER** further agrees that he will obtain all necessary construction permits before commencement of construction of the aforementioned water supply and distribution system.

5. Water Connection Fee Credits. In consideration of and recognition of the **DEVELOPER** constructing an offsite water main extension from the

DISTRICT's potable water transmission system to the PROJECT's boundary, the DISTRICT shall grant water connection fee credits in accordance with the ORDINANCE, as amended. In addition, should any oversizing of water mains be required by the DISTRICT, DEVELOPER shall receive water connection fee credits for 100 percent of the incremental costs of the oversizing of water transmission mains required by the DISTRICT. Connection fee credits shall be based on the lowest of a minimum of three (3) reasonable and competitive bids from reputable contractors in order to verify the competitive cost of any credit eligible construction. The DEVELOPER agrees to solicit bids in accordance with Paragraph II.7 starting on Page 8 of this AGREEMENT. Bids received will be provided to the DISTRICT for concurrent approval and selection of the low bidder with the actual amount of credit based upon the lowest reasonable and responsive bid.

6. Conveyance of Project Potable Water Distribution System. After final inspection and acceptance by the DISTRICT of the potable water distribution system, the DEVELOPER shall convey all water lines and facilities comprising the potable water distribution system to the DISTRICT by means of a letter of dedication, an example of which is attached hereto as Exhibit "B". Upon acceptance, the DISTRICT shall be responsible for all maintenance and operation of said lines and facilities without further cost to DEVELOPER. All water distribution lines and facilities shall be placed by DEVELOPER in utility easements granted to the DISTRICT or in rights-of-way as provided by DEVELOPER. DEVELOPER agrees to repair or replace (at the option of the DISTRICT) any water distribution lines and facilities which may have construction or installation defects for a period of one (1) year from the date of conveyance to the DISTRICT, provided prompt notice of defects is given to DEVELOPER within said one (1) year period and further provided that the lines and facilities have been properly operated and maintained by the DISTRICT. DEVELOPER shall not receive any credits in exchange for the potable water supply and distribution system.

B. WASTEWATER COLLECTION AND TRANSMISSION SYSTEM.

1. Onsite Wastewater Collection System. The DEVELOPER, at its expense, shall install all onsite wastewater collection and transmission lines, laterals, and pump stations, if required, within the PROJECT. The installation of the PROJECT's onsite wastewater collection and transmission system shall be installed by the DEVELOPER in accordance with the Rules of the FDEP and Hernando County Codes and Standards as applicable.

2. Wastewater Transmission. The DEVELOPER agrees to construct a

wastewater transmission system, at its expense, which shall connect the **PROJECT's** wastewater collection and transmission system to the **DISTRICT's** existing sewer main at the nearest available point of connection on the east side of U.S. Highway 41 (as directed by the **DISTRICT**). The **DEVELOPER** shall also construct, at its expense, all attendant facilities necessary to connect the wastewater collection and transmission system of the **PROJECT** with the **DISTRICT's** wastewater transmission system. This wastewater transmission system and attendant facilities shall be constructed in accordance with the Rules of the FDEP and Hernando County Codes and Standards as applicable.

3. Payment of Sewer Connection Fees. The **DEVELOPER** will make a non-refundable sewer connection fee payment in an amount equal to 139 ERUs at then current rates (which represents the total sewer connection fees due for Phases I, II, and VI of the **PROJECT**) within twenty-one (21) days of Board approval of this **AGREEMENT**, or this **AGREEMENT** shall be null and void. This initial payment of 139 ERUs applies to the total sewer connection fee payment of 308 ERUs due for the **PROJECT**. The 308 ERUs entitles the **DEVELOPER** to a maximum wastewater treatment capacity of 61,600 gpd.

The payment of sewer connection fees for 308 ERU's entitles **DEVELOPER** to 61,600 gpd of wastewater treatment capacity for the **PROJECT**, and should any additional wastewater treatment capacity be required, **DEVELOPER** shall pay any and all additional sewer connection fees pursuant to the **ORDINANCE**, as amended. Should **DEVELOPER** demand a lesser wastewater treatment capacity, no reduction in or refund of connection fees shall be made by the **DISTRICT**.

The balance of the sewer connection fees for the **PROJECT** shall be paid by the **DEVELOPER**, its successors or assigns, as follows:

- a. At the three (3) year anniversary of Board approval of this **AGREEMENT**, or upon application for permit approval for Phase III, whichever occurs first, the cumulative sum of 196 ERUs at then current rates. (This represents the total sewer connection fees due for Phases I, II, III and VI of the **PROJECT**.)
- b. At the four (4) year anniversary of Board approval of this **AGREEMENT**, or upon application for permit approval for Phase IV, whichever occurs first, the cumulative sum of 253 ERUs at then current rates. (This represents the total sewer connection fees due for Phases I, II, III, IV and VI of the **PROJECT**.)
- c. At the five (5) year anniversary of Board approval of this **AGREEMENT**, or upon application for permit approval for Phase V, whichever occurs first, the cumulative sum of 308 ERUs at then current rates. (This represents the total sewer connection fees

due for the entire PROJECT.)

The DEVELOPER agrees to pay the then current connection fee rates in effect at the time of payment.

4. Plans and Specifications. The DEVELOPER agrees to prepare or have prepared plans and specifications necessary for the construction of the onsite wastewater collection and transmission system and offsite wastewater transmission lines. All engineering services necessary for the preparation of these plans, construction inspection and supervision, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings to the DISTRICT shall be at the expense of the DEVELOPER.

DEVELOPER agrees that before the plans or specifications prepared by the DEVELOPER in accordance with this AGREEMENT are submitted for review by any regulatory body, the plans and specifications shall have been submitted to and approved by the DISTRICT. Plans and specifications shall be either approved or disapproved within thirty (30) days of the date on which such documents are submitted to the DISTRICT and approval of such plans and specifications shall not be unreasonably withheld. DEVELOPER agrees that he will obtain all necessary FDEP construction permits before commencement of construction of the aforementioned wastewater collection system.

5. Water Connection Fee Credits. In consideration of and recognition of the DEVELOPER constructing an offsite wastewater main extension from the DISTRICT's existing wastewater transmission system to the PROJECT's boundary, the DISTRICT shall grant sewer connection fee credits in accordance with the ORDINANCE, as amended. In addition, should any oversizing of sewer mains be required by the DISTRICT, DEVELOPER shall receive sewer connection fee credits for 100 percent of the incremental costs of the oversizing of wastewater transmission mains required by the DISTRICT. Connection fee credits shall be based on the lowest of a minimum of three (3) reasonable and competitive bids from reputable contractors in order to verify the competitive cost of any credit eligible construction. The DEVELOPER agrees to solicit bids in accordance with Paragraph II.7 starting on Page 8 of this AGREEMENT. Bids received will be provided to the DISTRICT for concurrent approval and selection of the low bidder with the actual amount of credit based upon the lowest reasonable and responsive bid.

6. Conveyance of Wastewater Collection and Transmission System. After final inspection and acceptance by the DISTRICT of the PROJECT'S wastewater collection and transmission system, the DEVELOPER shall convey all wastewater lines and facilities comprising the wastewater collection and transmission

system to the DISTRICT by means of a letter of dedication, an example of which is attached hereto as Exhibit "B". Upon acceptance, the DISTRICT shall be responsible for all maintenance and operation of said lines and facilities without further cost to DEVELOPER. All wastewater collection and transmission lines and facilities shall be placed by DEVELOPER in utility easements granted to the DISTRICT or in rights-of-way as provided by DEVELOPER. DEVELOPER agrees 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 period of one (1) year from the date of conveyance to the DISTRICT, provided prompt notice of defects is given to DEVELOPER within said one (1) year period and further provided that said lines and facilities have been properly operated and maintained by the DISTRICT.

II. GENERAL PROVISIONS

1. Compliance with Ordinance. The DISTRICT and DEVELOPER agree that this AGREEMENT acknowledges a request for water and wastewater service from the Hernando County Water and Sewer District. This AGREEMENT further provides terms hereof which constitute the response to DEVELOPER's request for water services and the availability of such service is based upon the terms of this AGREEMENT. This AGREEMENT constitutes a formal commitment from the DISTRICT to DEVELOPER for a five (5) year period of time from the signing of this AGREEMENT. A time extension to this AGREEMENT may be granted for a period not to exceed two (2) years provided that a request is submitted in writing prior to 30 days before the expiration date of the commitment. Water and wastewater service as outlined in this AGREEMENT is contingent upon both the acceptance of the constructed water and wastewater lines and also the receipt of all connection fee payments for water and wastewater service. The DISTRICT shall accept said facilities so long as they are built in accordance with the provisions of this AGREEMENT and certified at DEVELOPER's expense by an engineer licensed by the State of Florida to have been built substantially in accordance with the approved plans and specifications.

2. Rates. The rates for water and wastewater service to be charged to those served by the water and wastewater system installed by DEVELOPER shall be those rates as set out by the DISTRICT in its ordinance entitled "An Ordinance Promulgating the Rates To Be Charged for Use of the Hernando County Water and Sewer Services" as amended.

3. Failure to Perform. The parties agree that failure or delay of the DISTRICT in performing any of the terms of this AGREEMENT, including the

providing of water and wastewater service to the DEVELOPER, shall be excused if and to the extent the failure or delay is caused by acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule, or regulations, or the order or action of any court or agency or instrumentality of any government, other than the government of Hernando County, or any other cause or causes beyond the control of the DISTRICT.

4. Agency Approval. Water and wastewater service by the DISTRICT is contingent upon applicable federal, state and county regulatory agency permits and approvals. Should federal, state or local permits and/or approvals for service to the PROJECT be denied or withheld, this AGREEMENT shall be null and void and all connection fee payments shall be returned to DEVELOPER.

5. Indemnification. The DEVELOPER, its successor and assigns, agree 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 DEVELOPER's servants, agents, or employees arising out of the installation of the water and wastewater collection system by DEVELOPER. This indemnification shall include any and all liability resulting from DEVELOPER's installation of water and/or sewer lines beneath the Rivard Golf Course and Country Club.

6. Miscellaneous. This AGREEMENT may not be changed, orally, but only by instrument in writing signed by the parties. 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 either party to exercise any right or power given hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either parties right to demand strict compliance with the terms and provisions of this AGREEMENT. Neither party shall declare the other in default of the provision of this AGREEMENT without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

7. Bidding. DEVELOPER agrees to solicit sealed bids for the construction of any requested offsite water and wastewater treatment facilities from at least three (3) reputable contractors and to otherwise comply with the the DISTRICT's bid process. The bids must clearly indicate the quantities and cost to construct offsite water and wastewater facilities to include alternate bids for any oversizing. DEVELOPER agrees to have DISTRICT

personnel supervise the bidding process and to be present when the sealed bids are opened, and DEVELOPER agrees to allow the DISTRICT to concurrently approve and accept the low bid.

8. Pre-Construction Conference. A pre-construction conference(s) for water and wastewater construction shall be held by DEVELOPER and the DISTRICT shall be notified of said conference(s) and be allowed to attend and make comments.

9. Notification of Inspector. DEVELOPER agrees to notify and allow the DISTRICT'S inspector to be present at all times during construction of the onsite water distribution and wastewater collection systems for the PROJECT. DEVELOPER shall notify the DISTRICT to arrange for the DISTRICT'S inspector to be present when actual connection is made to both the DISTRICT'S water and wastewater transmission lines.

10. 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.

11. Assignment. This AGREEMENT may not be assigned by DEVELOPER without the prior consent of the DISTRICT.

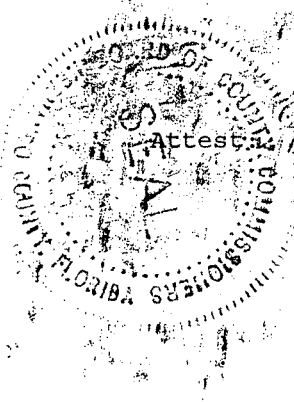
12. Binding Effect. This AGREEMENT shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto. This AGREEMENT shall run with the land described in Exhibit "A" and successors and assigns of the DEVELOPER, including owners of lots within THE TRAILS AT RIVARD, who are hereby placed on notice of the terms of this AGREEMENT, including the obligation to pay water and wastewater connection fees as set forth in this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of October, 1996.

** OFFICIAL RECORDS **
BK: 1095 PG: 1605

SIGNED, SEALED AND DELIVERED
in the presence of:

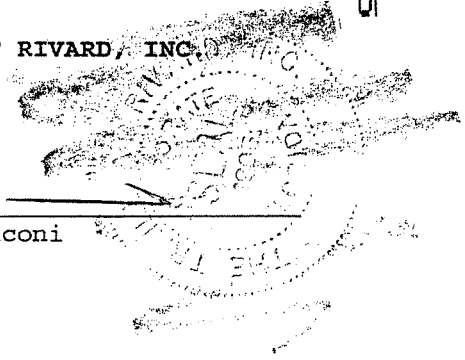
HERNANDO COUNTY WATER AND SEWER
DISTRICT, a body corporate and
politic.



Karen Nicolai
Attest:
Karen Nicolai
Clerk of the Circuit Court

By: Hannah M. Robinson
HANNAH M. ROBINSON
Chairwoman

THE TRAILS AT RIVARD, INC.



By: Mark W. Maconi
Mark W. Maconi
President

STATE OF FLORIDA
COUNTY OF Pulsask

This foregoing instrument was acknowledged before me this 15 day of March, 1996, by Mark W. Maconi, as President of The Trails at Rivard, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL Drivers License (type of ID) as identification and did (did not) take an oath.

Susan S. Barbree
Notary Public, State of Florida
Print SUSAN S. BARBEE

(SEAL)



SUSAN S. BARBEE
MY COMMISSION # CC406673 EXPIRES
September 13, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission expires: SEPT. 13, 1998
Commission Number: CC 406673

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

William P. Buztrey
For William P. Buztrey
Assistant County Attorney

TOTAL PROJECT - continued

bearing of S73°52'17"W, 179.50 feet; thence Southwesterly, along the arc of said curve, 180.63 feet; thence S62°44'35"W, 147.32 feet, to the point of curvature of a curve concave to the North, having a delta of 27°15'05" and a radius of 1535.00 feet and a chord and bearing of S76°22'07"W, 723.22 feet; thence Southwesterly, along the arc of said curve, 730.09 feet; thence S89°59'40"W, 432.36 feet, to the point of curvature of a curve concave to the North, having a delta of 52°11'47" and a radius of 535.00 feet and a chord and bearing of N63°54'27"W, 470.70 feet; thence Northwesterly, along the arc of said curve, 487.38 feet; thence N37°48'34"W, 513.44 feet, to the Eastern right-of-way of the CSX Railroad; thence N52°11'02"E, 2081.72 feet to the **POINT OF BEGINNING**, containing 224.24 acres more or less.

Total project: 276.81 acres more or less.

(Date)

**** OFFICIAL RECORDS ****
BK: 1095 PG: 1608

Hernando County Water and Sewer District
202 East Jefferson Street
Brooksville, Florida 34601

Re: Dedication of (Name of Project) Pipelines and Infrastructure

Gentlemen:

This letter will serve as formal dedication of the perpetual use and ownership to the Hernando County Water and Sewer District all water and/or sewer pipelines and infrastructures (onsite and/or offsite) installed by (Developer) for the (Name of Project) project. As consideration for these dedications, the Hernando County Water and Sewer District, shall after a one (1) year warranty of said facilities by (Developer) be responsible for all costs of maintenance, upkeep and replacement of any and all parts of the aforementioned dedicated water and/or sewer pipelines and infrastructures.

Further, (Developer) hereby certifies to the Hernando County Water and Sewer District that all laborers, materialmen and subcontractors have been paid for performing or furnishing the work, labor or materials and that there are no liens and/or encumbrances existing for said water and or sewer system. The one (1) year warranty period commences on (Completed by HCUD).

Corporate Name: Self Explanatory

Attest: _____

By: Self Explanatory

Title: Self Explanatory

Date: Self Explanatory

Accepted by the Hernando County
Water and Sewer District

Acknowledgement: _____
(Notary)

By: _____
 Manager

Attest: _____

Date: _____

THE TRAILS AT RIVA^{PN}LEGAL DESCRIPTION
TOTAL PROJECT** OFFICIAL RECORDS **
BK: 1095 PG: 1606

A portion of Sections 19 and 20, Township 23 South, Range 19 East, Hernando County, Florida, being further described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 20, the POINT OF BEGINNING; thence S00°07'20"W, 235.08 feet to the Western right-of-way of CSX Railroad; thence S52°11'02"W, along the Western right-of-way of CSX Railroad, 2081.71 feet; thence N47°26'58"W, 245.81 feet; thence N63°39'40"W, 409.95 feet to the eastern right-of-way U.S. 41; thence N26°20'20"E, 414.54 feet, to the point of curvature of a curve concave to the Southeast, having a delta of 00°01'39" and a radius of 11400.54 feet and a chord and bearing of N26°21'10"E, 5.47 feet; thence Northeasterly, along the arc of said curve, 5.47 feet; thence S63°38'01"E, 342.00 feet, to a point on a curve concave to the Southeast, having a delta of 01°14'21" and a radius of 11,058.54 feet and a chord and bearing of N26°59'09"E, 239.16 feet; thence Northeasterly along the arc of said curve, 239.17 feet; thence N27°36'20"E, 2297.16 feet; thence S89°49'55"E, 278.91 feet; thence N58°47'35"E, 220.97 feet; thence S89°47'30"E, 65.00 feet, to the West boundary of Section 20; thence S00°12'30"W, along the West boundary of Section 20, 383.17 feet; thence N89°47'30"W, 150.66 feet; thence N00°12'30"E, 111.16 feet; thence S58°48'17"W, 268.08 feet; thence S32°42'40"W, 606.02 feet; thence S38°03'03"E, 518.68 feet; thence N83°33'20"E, 153.80 feet; thence N08°20'30"W, 216.35 feet; thence N12°21'46"E, 535.15 feet; thence S89°47'03"E, 150.66 feet to the West boundary of Section 20; thence S00°12'30"W along the West boundary of Section 20, 848.24 feet to the POINT OF BEGINNING, containing 52.57 acres more or less.

Also, commence at the Southwest corner of the Northwest 1/4 of Section 20; thence S00°07'20"W, 235.08 feet to the Western right-of-way of CSX Railroad; thence S37°48'58"E, 100.00 feet to the Eastern right-of-way of CSX Railroad, the POINT OF BEGINNING; thence N52°11'02"E along the Eastern right-of-way of CSX Railroad, 509.37 feet; thence S89°46'55"E along the Eastern right-of-way of CSX Railroad, 16.23 feet; thence N52°11'02"E along the Eastern right-of-way of CSX Railroad, 1077.37 feet; thence N00°09'16"E along the Eastern right-of-way of CSX Railroad, 12.69 feet; thence N52°11'02"E along the Eastern right-of-way of CSX Railroad, 1044.66 feet, to the South line of the Northeast 1/4 of the Northwest 1/4 of Section 20; thence S89°48'09"E along the South line of the Northeast 1/4 of the Northwest 1/4 of Section 20, 503.99 feet, to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 20; thence S89°48'12"E along the South line of the Northwest 1/4 of the Northeast 1/4 of Section 20, 479.59 feet; thence SOUTH, 3129.52 feet; thence WEST, 2454.00 feet to the point of curvature of a curve concave to the North, having a delta of 05°58'19" and a radius of 335.00 feet and a chord and bearing of S82°00'51"W, 34.90 feet; thence Westerly, along the arc of said curve, 34.92 feet; thence S85°00'00"W, 120.22 feet, to the point of curvature of a curve concave to the South, having a delta of 22°15'25" and a radius of 465.00 feet and a chord and