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

Parcel ID Number: R04 423 21 0000 0010 0000

STATEWIDE LOGISTICS CENTER WATER AND SEWER SERVICES AND INFRASTRUCTURE IMPROVEMENTS AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this <u>27</u>th day of <u>2023</u> (the "Effective Date"), by and between Hernando County, a political subdivision of the State of Florida, referred to in this Agreement as the "**COUNTY**," and ONE HERNANDO, LLC, a Florida limited liability company, referred to in this Agreement as the "**DEVELOPER**" (together with the COUNTY, may be referred to in this Agreement collectively as the "**Parties**," or each, a "**Party**"). Capitalized terms used in this Agreement without definition have the respective meanings ascribed to them in the Development Agreement (defined herein).

RECITALS

WHEREAS, the DEVELOPER is the record title owner of certain real property generally located south of Cortez Blvd., north of Dashbach Street, west of Cyril Drive and east of Kettering Road in unincorporated Hernando County, Florida, consisting of approximately 147 acres (MOL), more particularly described by the legal description referenced in **Exhibit "A**," which is attached hereto and incorporated in this Agreement and referred to in this Agreement as the "PROPERTY;"

WHEREAS, the DEVELOPER is planning to develop an industrial park within Hernando County known as the Statewide Logistics Center on the PROPERTY in phases, which will consist of approximately 2.4 million square feet of industrial space when complete, and is referred to in this Agreement as the "PROJECT;"

WHEREAS, the DEVELOPER's predecessor-in-interest to the Property, URADCO, Inc., a Florida corporation ("URADCO"), entered into that certain Development Agreement with the COUNTY and the Hernando County Water and Sewer District on or about March 22, 2022, a copy of which is attached hereto and incorporated herein as Exhibit "B" (the "Development Agreement");

WHEREAS, on or about May 19, 2022, in accordance with the Development Agreement, URADCO conveyed the Right-of-Way Parcel and granted the Drainage Easement to the COUNTY in order to meet certain Infrastructure Needs of the COUNTY;

WHEREAS, the terms and conditions of the Development Agreement inure to the benefit of DEVELOPER;

WHEREAS, DEVELOPER desires to commence construction of certain improvements associated with the PROJECT, including, without limitation, the Lift Station and the Cyril Drive Bypass Project (as each is defined in Section 7 below);

WHEREAS, except as otherwise provided for in this Agreement, the DEVELOPER will plan, design, permit, construct, install, inspect, own, operate, maintain, test, repair and replace the private on-site water distribution lines and system and private on-site sanitary sewer collection and transmission lines and system which will be located on the PROPERTY to serve the PROJECT in phases;

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

WHEREAS, the Parties intend to enter into this Agreement to delineate, make certain and define each of their obligations and responsibilities with respect to (1) the provision of a water supply and distribution system and wastewater collection and treatment system that will service the PROJECT in phases; (2) the locational requirements for wastewater collection and transport facilities for the PROJECT; (3) the installation requirements for the wastewater collection system for the PROJECT; (4) payment of wastewater connection fees for the PROJECT in phases; (5) plans and specifications for the construction of the Lift Station; (6) plans and specifications for the construction of the Cyril Drive Bypass Project; (7) applicable rates of sewer services provided to the PROJECT; (8) reimbursement requirements associated with constructing the Lift Station, the Cyril Drive Bypass Project, the Drainage Retention Area, the Water Main and completing the Cyril Drive Bypass Project, including, installing the fencing and gates for the Cyril Drive Bypass Project, subject to applicable procurement rules and regulations; (9) reimbursement requirements associated with providing for the relocation of excess fill dirt and material associated with the construction of the Cyril Drive Bypass Project, subject to applicable procurement rules and regulations; and (10) DEVELOPER'S grant of a perpetual exclusive 20' wide utility easement in favor of the COUNTY for the provision of utilities to the Right-of-Way Parcel.

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

AGREEMENT

1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

2. EXHIBITS. The following exhibits are incorporated into this Agreement by this reference:

Exhibit "A" Legal description of the PROJECT. Page 2 of 21

Exhibit "B"	Development Agreement.
Exhibit "C"	Potable Water Connection.
Exhibit "D"	Lift Station Project Plan.
Exhibit "E"	Cyril Drive Bypass Project Plans and Specs.
Exhibit "F"	Utility Easement Sketch.

3. PURPOSE OF AGREEMENT. This Agreement sets forth the terms, conditions, covenants and provisions for (i) the connection, in phases, of private on-site water distribution lines and system and private on-site sanitary sewer collection and transmission lines and system located on the PROPERTY to the COUNTY's Potable Water System and Wastewater System; (ii) supply and distribution of potable water provided by the COUNTY to the PROPERTY; (iii) delivery by the DEVELOPER of wastewater generated by the PROJECT to the COUNTY that will be collected and transmitted through the private on-site sanitary sewer collection and transmission lines and system located on the PROPERTY; (iv) acceptance by the COUNTY of wastewater from the PROPERTY for transmission, treatment and disposal; (v) construction of the Lift Station; (vi) construction (and installation, where applicable) of the Cyril Drive Bypass Project; (vii) the reimbursement requirements associated with DEVELOPER constructing (and installing, where applicable) the Lift Station and the Cyril Drive Bypass Project; and (viii) DEVELOPER'S grant of a perpetual exclusive 20' wide utility easement in favor of the COUNTY for the provision of utilities to the Right-of-Way Parcel.

4. **REQUEST FOR POTABLE WATER AND WASTEWATER SERVICE**. The Parties agree that this Agreement acknowledges a request by the DEVELOPER for potable water and wastewater service from the COUNTY. This Agreement further sets forth the terms and conditions which constitute the COUNTY's response to the DEVELOPER's request for potable water and wastewater service and the availability of such potable water and wastewater service based upon the terms and conditions of this Agreement and the Development Agreement. Potable water and wastewater service are contingent upon the construction by the DEVELOPER and approval by the COUNTY of private on-site water distribution lines and system and private on-site sanitary sewer collection and transmission lines and system located on the PROPERTY in phases, and the payment by the DEVELOPER of all rates, fees, charges and costs, including, without limitation, potable water and wastewater connection fee payments, potable water and wastewater hook-up fees, and deposits for utility accounts for the then-applicable phase of the PROJECT.

5. WATER SUPPLY AND DISTRIBUTION SYSTEM

A. Water Supply System. The DEVELOPER agrees to plan, design, permit, inspect, construct, install and extend the PROJECT'S on-site water distribution system in phases and 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, as may be applicable and pertaining thereto. The connection point for potable water for the PROJECT will be located at the corner of Kettering Road and the Cyril Drive Bypass Project in accordance with

Exhibit "C" of this Agreement (the "Potable Water Connection"). The COUNTY 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. The potable water supply needs are defined as that supply necessary to serve the PROJECT, in phases, when the Project is fully developed.

B. **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 will be collected separately for each phase of the PROJECT and become due in each instance upon DEVELOPER's submittal of a building permit application to construct the then-applicable phase of the PROJECT. The DEVELOPER acknowledges and agrees that connection fees are non-refundable. Should the DEVELOPER require any additional potable water supply, the DEVELOPER shall pay all additional necessary water connection fees pursuant to the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time.

C. **On-Site Water Plans and Specifications**. The DEVELOPER agrees to prepare or have prepared plans and specifications necessary for the construction of the water distribution lines, fittings, backflow prevention devices, fire hydrants, and other water distribution facilities connecting the PROJECT's water distribution system with the COUNTY'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, will be, except as otherwise provided for in this Agreement, at the expense of the DEVELOPER, including two (2) sets of signed and sealed 22" x 34" record drawings and one AutoCAD and PDF copy on CD provided to the COUNTY. The DEVELOPER agrees that, before any plans or specifications prepared by the DEVELOPER in accordance with this Agreement are submitted for review by any regulatory agency, such plans and specifications must be submitted to and approved in writing by the COUNTY. Plans and specifications must not be unreasonably withheld, conditioned or delayed.

6. WASTEWATER SYSTEM

A. **On-Site Wastewater Collection System**. Except as otherwise provided for in this Agreement, the DEVELOPER shall provide, at the expense of the DEVELOPER, the construction and installation of certain on-site sewer facilities for wastewater collection and transmission required within the PROJECT in phases and 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, as may be applicable and pertaining thereto. The connection point for wastewater will be in accordance with **Exhibit "D"** of this Agreement (the "Lift Station Project Plan"). The COUNTY shall provide sanitary sewer transmission and treatment service to the PROJECT pursuant to the terms of this Agreement. The DEVELOPER, its successors and/or assigns, will be responsible for making payment for all sewer service charges provided in accordance with the COUNTY's current rates, as amended from time to time. The wastewater needs are defined as that service necessary to serve the PROJECT, in phases, when the Project is fully developed. To serve the PROJECT, the DEVELOPER needs 120,000 gallons per day.

B. **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 must be collected separately for each of the phases of the PROJECT and become due in each instance upon DEVELOPER's submittal of a building permit application to construct the then-applicable phase of the PROJECT. The DEVELOPER acknowledges and agrees that connection fees are non-refundable. Should the DEVELOPER require any additional wastewater treatment capacity, the DEVELOPER shall pay all additional necessary wastewater connection fees pursuant to the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time.

C. **On-Site Wastewater Plans and Specifications**. The DEVELOPER agrees to prepare or have prepared plans and specifications necessary for the construction of the sewage force main, pump stations and attendant facilities connecting each phase of the PROJECT's wastewater collection and transmission system with the COUNTY's wastewater transmission system. All engineering services necessary for the preparation of these plans, construction inspection and supervision, and engineer's certification(s), will be, except as otherwise provided for in this Agreement, at the expense of the DEVELOPER, including two (2) sets of signed and sealed 22" x 34" record drawings and one AutoCAD and PDF copy on CD provided to the COUNTY for each phase. The DEVELOPER agrees that, before any plans or specifications prepared by the DEVELOPER in accordance with this Agreement are submitted for review by any regulatory agency, such plans and specifications must be submitted to and approved in writing by the COUNTY. Plans and specifications must be unreasonably withheld, conditioned or delayed.

7. OTHER INFRASTRUCTURE IMPROVEMENTS

A. Lift Station Improvements.

i. <u>Agreement to Construct.</u> The DEVELOPER agrees to design, construct, and install a lift station and force main in a manner capable of providing service to and for the benefit of all phases of the PROJECT (the "Lift Station"), as more specifically depicted on the Lift Station Project Plan. DEVELOPER agrees to design, construct, and install the Lift Station for the PROJECT in accordance with the Lift Station Project Plan and Hernando County Utility Department standards within eighteen (18) months after the Effective Date of this Agreement. The COUNTY agrees to process the review of the Lift Station Project Plan and the construction of the Lift Station in accordance its Expedited Permitting, Inspection and Certification Program (the "EPIC Program").

ii. <u>Agreement to Reimburse.</u> The COUNTY shall, at its sole cost and expense, reimburse the DEVELOPER for the costs associated with constructing the Lift Station. The Parties agree that the reimbursement amount for the Lift Station will not exceed \$624,281.70 (USD) (the "Lift Station Reimbursements"), except for the Permit Fees (defined herein) incurred by DEVELOPER for the Lift Station, which are reimbursable in accordance with Section 8(B) of this Agreement, if applicable. The COUNTY shall reimburse DEVELOPER for the Lift Station Reimbursements from the funding provided

by the Hernando County Economic Development Incentive Fund in accordance with the following schedule (pursuant to the Local Government Prompt Payment Act, Section 218.70, Florida Statutes *et seq.*):

- a. An amount equal to twenty-five percent (25%) of the Lift Station Reimbursements, plus the Lift Station's Permit Fees incurred by DEVELOPER, if any, shall be paid to DEVELOPER within forty-five (45) calendar days of DEVELOPER'S delivery to the COUNTY of written certification from DEVELOPER'S general contractor and engineer of record confirming completion of not less than twenty-five percent (25%) of the construction of the Lift Station in accordance with the Lift Station Project Plan;
- b. An amount equal to twenty-five percent (25%) of the Lift Station Reimbursements shall be paid to DEVELOPER within forty-five (45) calendar days of DEVELOPER'S delivery to the COUNTY of written certification from DEVELOPER'S general contractor and engineer of record confirming completion of not less than fifty percent (50%) of the construction of the Lift Station in accordance with the Lift Station Project Plan;
- c. An amount equal to twenty-five percent (25%) of the Lift Station Reimbursements shall be paid to DEVELOPER within forty-five (45) calendar days of DEVELOPER'S delivery to the COUNTY of written certification from DEVELOPER'S general contractor and engineer of record confirming completion of not less than seventy-five percent (75%) of the construction of the Lift Station in accordance with the Lift Station Project Plan; and
- d. The remaining balance of the Lift Station Reimbursements shall be paid to DEVELOPER within forty-five (45) calendar days after DEVELOPER has received the certificate of completion for the Lift Station from the COUNTY.

Conveyance of Lift Station Parcel. Within sixty (60) days after (a) iii. DEVELOPER has received the certificate of completion for the Lift Station and the Cyril Drive Bypass Project (defined herein) from the COUNTY and (b) the COUNTY has paid DEVELOPER in full for the Lift Station Reimbursements in accordance with Section 7.A.ii. of this Agreement and for the Cyril Drive Bypass Project Reimbursements (defined herein) in accordance with Section 7.B.ii. of this Agreement, the DEVELOPER shall convey the 75' x 75' portion of the Property (inclusive of all improvements thereon) depicted on the Lift Station Project Plan as the "Lift Station Parcel" to the COUNTY by means of a letter of dedication or other documentation acceptable to the COUNTY (the "Lift Station Parcel Conveyance"). Notwithstanding the nature or extent of the inspections the COUNTY has made or will in fact make prior to the Lift Station Parcel Conveyance, the DISTRICT shall accept every portion of the Lift Station Parcel in its "as is" and "where is" condition, without requiring any action, expense or any other thing or matter on the part of DEVELOPER to be paid or performed except for the Lift Station warranty obligations of Developer in accordance with Section 7(A)(iv) hereinbelow, if applicable, and, upon the Lift Station Parcel Closing, the DISTRICT shall be conclusively deemed to have accepted the Lift Station Parcel in its "as is" and "where is" condition, without recourse to DEVELOPER.

iv. <u>Developer Warranty Obligations and County Agreement to Service Lift</u> <u>Station after Lift Station Conveyance</u>. The DEVELOPER shall be responsible for warranty and repair¹ of the Lift Station for a period of eighteen (18) months after the COUNTY's issuance of the certificate of completion for the Lift Station ("Lift Station Warranty Period"). Except for repairs made by DEVELOPER to the Lift Station during the Lift Station Warranty Period, the COUNTY shall be responsible for ownership, operation, maintenance, testing, repair and replacement of the Lift Station in order to meet the Sanitary Sewer Requirements (defined herein) of the PROJECT in accordance with the terms and conditions of this Agreement. The "Sanitary Sewer Requirements" are defined as the service necessary to concurrently serve all phases of the PROJECT, regardless of whether all phases of the PROJECT are constructed simultaneously or are sequenced.

B. Cyril Drive Bypass Project Improvements.

i. <u>Agreement to Construct</u>. The DEVELOPER agrees to construct a Cyril Drive bypass road on the Right-of-Way Parcel (the "Cyril Drive Bypass Project"), install the fencing and gates appurtenant thereto and complete the Cyril Drive Bypass Project on behalf of the COUNTY, as more specifically depicted on that certain set of plans and specifications which are a part of **Exhibit "E"** (the "Cyril Drive Bypass Project Plans and Specs"). DEVELOPER agrees to complete the Cyril Drive Bypass Project in accordance with the Cyril Drive Bypass Project Plans and Specs within eighteen (18) months after the Effective Date of this Agreement. The fencing and gates shall meet the requirements of the Florida Department of Transportation Type B fencing, as depicted in Index 550-002 of the FY 2020-21 Standard Plans. The COUNTY agrees to process the review of the Cyril Drive Bypass Project Plans and Specs and the construction of the Cyril Drive Bypass Project improvements in accordance its EPIC Program.

ii. <u>Agreement to Reimburse</u>. The COUNTY shall, at its sole cost and expense, reimburse the DEVELOPER for the costs associated with completing the Cyril Drive Bypass Project. The DEVELOPER and COUNTY agree that the reimbursement amount for the Cyril Drive Bypass Project must not exceed \$1,957,253.00 (USD) (the "Cyril Drive Bypass Project Reimbursements"), except for the Permit Fees incurred by DEVELOPER for the Cyril Drive Bypass Project Reimbursements, which are reimbursable in accordance with Section 8(B) of this Agreement, if applicable. The COUNTY shall reimburse DEVELOPER for the Cyril Drive Bypass Project Reimbursements from funding provided by the Hernando County Gas Tax or other funding as determined by the COUNTY in accordance with the following schedule (pursuant to the Local Government Prompt Payment Act, Section 218.70, Florida Statutes *et seq.*):

a. An amount equal to twenty-five percent (25%) of the Cyril Drive Bypass Project Reimbursements, plus the Cyril Drive Bypass Project's Permit Fees incurred by DEVELOPER, if any, shall be paid to DEVELOPER within fortyfive (45) calendar days of DEVELOPER'S delivery to the COUNTY of written certification from DEVELOPER'S general contractor and engineer of record

¹ Developer agrees to comply with Section 26-74(b) of the Hernando County Code of Ordinances with respect to its Lift Station warranty and repair obligations.

confirming completion of not less than twenty-five percent (25%) of the construction of the Cyril Drive Bypass Project in accordance with the Cyril Drive Bypass Project Plans and Specs.

- b. An amount equal to twenty-five percent (25%) of the Cyril Drive Bypass Project Reimbursements shall be paid to DEVELOPER within forty-five (45) calendar days of DEVELOPER'S delivery to the COUNTY of written certification from DEVELOPER'S general contractor and engineer of record confirming completion of not less than fifty percent (50%) of the construction of the Cyril Drive Bypass Project in accordance with the Cyril Drive Bypass Project Plans and Specs.
- c. An amount equal to twenty-five percent (25%) of the Cyril Drive Bypass Project Reimbursements shall be paid to DEVELOPER within forty-five (45) calendar days of DEVELOPER'S delivery to the COUNTY of written certification from DEVELOPER'S general contractor and engineer of record confirming completion of not less than seventy-five percent (75%) of the construction of the Cyril Drive Bypass Project in accordance with the Cyril Drive Bypass Project Plans and Specs.
- d. The remaining balance of the Cyril Drive Bypass Project Reimbursements shall be paid to DEVELOPER within forty-five (45) calendar days after DEVELOPER has received the certificate of completion for the Cyril Drive Bypass Project from the COUNTY.

Grant of Utility Easement for Right-of-Way Parcel and Transfer of iii. Ownership of Force Main. Within sixty (60) days after (a) DEVELOPER has received the certificate of completion for the Lift Station and the Cyril Drive Bypass Project from the COUNTY and (b) the COUNTY has paid DEVELOPER in full for the Lift Station in accordance with Section 7.A.ii of this Agreement and for the Cyril Drive Bypass Project Reimbursements in accordance with Section 7.B.ii of this Agreement, the DEVELOPER shall grant to the COUNTY that certain perpetual exclusive 20' wide utility easement and transfer ownership of that certain 1200 LF 8' force main² (the "Force Main") depicted on the sketch referenced on Exhibit "F," which is attached hereto and incorporated herein by this reference (the "Utility Easement Sketch"), by means of a letter of dedication or other documentation acceptable to the COUNTY ("Grant of Utility Easement"). Notwithstanding the nature or extent of the inspections the COUNTY has made or will in fact make prior to the Grant of Utility Easement, the COUNTY shall accept the Utility Easement in its "as is" and "where is" condition, without requiring any action, expense or any other thing or matter on the part of DEVELOPER to be paid or performed and, upon the Grant of Utility Easement, the COUNTY shall be conclusively deemed to have accepted the Utility Easement in its "as is" and "where is" condition, without recourse to DEVELOPER.

iv. <u>Developer Warranty Obligations and County Agreement to Service Force</u> Main after Grant of Utility Easement for Right-of-Way Parcel and Transfer of Ownership

² The Force Main is being constructed by Developer in accordance with Section 3(c)(i) of the Development Agreement.

of Force Main. The DEVELOPER shall be responsible for warranty and repair³ of the Force Main for a period of eighteen (18) months after the COUNTY's issuance of the certificate of completion for the Cyril Drive Bypass Project ("Force Main Warranty Period"). Except for repairs made by DEVELOPER to the Force Main during the Force Main Warranty Period, the COUNTY shall be responsible for ownership, operation, maintenance, testing, repair and replacement of the Force Main in order to meet the Sanitary Sewer Requirements of the PROJECT.

8. GENERAL PROVISIONS

A. <u>Performance and Payment Bond</u>. A Performance and Payment Bond payable to the COUNTY in a sum equal to one hundred percent (100%) of the total contract amount for construction of the Lift Station and Cyril Drive Bypass Project issued by a surety company considered satisfactory to the COUNTY and authorized to transact business in the State of Florida will be required from the contractor of record retained by DEVELOPER for the PROJECT for the purposes of insuring the faithful performance of the obligations imposed by the resulting construction contract(s) and protecting the COUNTY from lawsuits for non-payment of debts incurred during the contractor of record's performance under such contract(s). The Performance and Payment Bond shall remain in effect through the Lift Station Warranty Period and the Force Main Warranty Period.

B. Reimbursement of Permit Fees. The COUNTY covenants and agrees to reimburse DEVELOPER for all Permit Fees (defined herein) paid by DEVELOPER to any Government Entity (defined herein) upon the DEVELOPER's submission to the COUNTY of copies of all documents related to each Permit Fee. For purposes of this Agreement, the term "Permit Fees" means the actual costs payable by DEVELOPER to a Governmental Entity (defined herein) for approving, issuing, filing, processing, or inspecting all required (and otherwise applicable) permits for the Lift Station and the Cyril Drive Bypass Project. DEVELOPER shall pay all Permit Fees at the time of permit issuance or as otherwise prescribed by the COUNTY's applicable rules and regulations and COUNTY shall reimburse DEVELOPER in accordance with this Agreement. Such right to reimbursement is vested exclusively in DEVELOPER and reimbursement by the COUNTY must be made directly to DEVELOPER. The DEVELOPER hereby acknowledges and agrees that the COUNTY's obligation to pay or reimburse the DEVELOPER for Permit Fees as set forth in this Agreement is expressly limited to the Lift Station and the Cyril Drive Bypass Project. For purposes of this Agreement, the term "Governmental Entity" means any governmental department, commission, council, board, bureau, agency or other judicial, administrative, regulatory, legislative or other instrumentality of Hernando County, Florida, the State of Florida, the United States of America, or any local governmental body or political subdivision, having jurisdiction over the Lift Station or the Cyril Drive Bypass Project.

C. **Pre-Construction Conferences**. The DEVELOPER shall hold pre-construction conferences for water and sewer facilities construction for the PROJECT and for construction of the Lift Station and the Cyril Drive Bypass Project. The COUNTY shall be notified of said conferences and permitted to attend and make comments.

³ Developer agrees to comply with Section 26-74(b) of the Hernando County Code of Ordinances with respect to its Lift Station warranty and repair obligations.

D. **Inspection**. The DEVELOPER agrees to permit the COUNTY's inspectors to be present at all times during construction of the on-site water distribution system and wastewater collection and transmission system for the PROJECT and for construction of the Lift Station and the Cyril Drive Bypass Project. The DEVELOPER shall notify the COUNTY to arrange for its inspectors to be present when actual connection is made to the COUNTY's water supply facilities, wastewater transmission lines and the Lift Station.

E. **Agency Approvals**. Water and sewer service by the COUNTY 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 will be null and void; provided however, if DEVELOPER has obtained certain permits and/or approvals for service to the Project and commenced construction on the Project, then the COUNTY shall be obligated to reimburse DEVELOPER up to and to the extent that DEVELOPER has provided the COUNTY with the necessary documentation to be reimbursed by the COUNTY and confirmed completion of the corresponding portions of the Project in accordance Sections 7(A)(ii) and 7(B)(ii) of this Agreement, as applicable. Should the funding provided by the Hernando County Gas Tax or the Hernando County Economic Development Incentive Fund lapse or become unavailable for any reason, the COUNTY shall remain obligated to reimburse the DEVELOPER for the costs of the PROJECT in accordance with Section 7 of the Development Agreement.

F. **Indemnification**. The DEVELOPER agrees to protect, indemnify, and hold the COUNTY harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of the DEVELOPER arising out of the construction of the Lift Station or the Cyril Drive Bypass Project.

G. **Compliance with Requirements**. The COUNTY and the DEVELOPER agree that this Agreement acknowledges a request for water and sewer service from the COUNTY. This Agreement further provides terms hereof which constitute the response to the DEVELOPER's request for water and sewer services and the availability of such services are based upon the terms of this Agreement. Water and sewer services are contingent upon both the acceptance of the constructed water and wastewater transmission lines and the Lift Station and the receipt of all water and sewer connection fee payments. The COUNTY shall accept said facilities so long as they are constructed and installed in accordance with the provisions of this Agreement and certified by a professional engineer licensed by the State of Florida to have been built in accordance with the approved plans and specifications.

H. **Rates**. The rates for water and sewer service to be charged to the PROJECT served by the systems installed by the DEVELOPER shall be those rates established by the COUNTY in applicable ordinances and/or resolutions approved by the COUNTY's governing board, as amended from time to time.

I. **Failure to Perform**. The Parties agree that failure or delay of a Party in performing any of the terms of this Agreement, including, without limitation, the provision of potable water service or sanitary sewer service to the PROJECT, the construction of the Lift Station or the Cyril Drive Bypass Project, will be excused if and to the extent the failure or delay is caused by (i) acts of God, wars, fires, strikes, floods, or weather; or (ii) any law, ordinance, rule, or regulation, or the order or action of any court or agency or instrumentality of any government, other than the COUNTY; or (iii) any other cause or causes beyond the control of the Party charged with the responsibility of performance in each instance.

J. No Development Rights Conferred. Nothing contained in this Agreement will: (a) create any development rights in favor of the DEVELOPER 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 will be obtained by the DEVELOPER upon proper application and in compliance with all standards and requirements of the Florida Building Code, the Hernando County Comprehensive Plan, the Hernando County Land Development Code, the Hernando all conditions or stipulations thereto.

K. Assignment. This Agreement may be assigned in whole or in part by DEVELOPER. Any assignment, in whole or in part, to any person or entity requires written Agreement by such person or entity to comply with all obligations and responsibilities for the terms, conditions, covenants and provisions of this Agreement.

L. **Binding Effect**. This Agreement is binding upon and inures to the benefit of the successors and assigns of the respective Parties.

M. **Miscellaneous**. This Agreement constitutes the complete Agreement of the Parties and except for the Development Agreement, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. This Agreement may not be changed orally, but only by an instrument in writing executed by the Parties with the same formality as this document and recorded in the public records. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this Agreement or the paragraphs or provisions in this Agreement. Failure of a Party to exercise any right or power given hereunder, or to insist upon compliance by another Party with its obligations set forth in this Agreement, does not constitute a waiver of any Party's right to demand strict compliance with the terms and provisions of this Agreement. No Party may declare another Party in default of the provisions of this Agreement without giving the Party alleged to have defaulted hereunder at least thirty (30) days prior written notice of intention to do so, during which time the Party alleged to be in default will have the opportunity to remedy the default. The notice must specify the default with particularity.

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

a.	COUNTY	Hernando County ATTN: Jeffrey Rogers, P.E., County Administrator 15470 Flight Path Drive Brooksville, Florida 34604
	With a copy to:	Hernando County Attorney's Office Attn: Kyle Benda 20 N. Main Street, Suite 462 Brooksville, Florida 34601
b.	DEVELOPER	One Hernando, LLC Attn: Gregory Williams 4488 W. Boy Scout Blvd., Suite 250 Tampa, Florida 33607
	With a copy to:	Josh Podolsky Spencer Fane LLP 201 N. Franklin Street, Suite 2150 Tampa, Florida 33602

The Parties may, by written notice to the other Parties, as provided above, change the address for subsequent notice.

O. **Governing Law**. This Agreement is governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute must 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 that may be brought by the Parties.

P. Severability. In the event any one or more provisions contained in this Agreement is for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof and this Agreement must be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement.

Q. **Recording**. The Parties agree that a fully executed original of this Agreement must be recorded in the Public Records of Hernando County, Florida.

R. Attorneys' Fees and Costs. In the event of any litigation between the Parties with respect to enforcement of rights under this Agreement, the prevailing Party in such action is entitled to recover all costs and expenses paid or incurred by such Party in connection therewith, including, without limitation, reasonable attorneys' fees at or before the trial level, in any appellate proceedings or any proceedings determining entitlement to or the reasonableness of such attorneys' fees and costs.

S. 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.

T. Addition of Exhibits after Effective Date of this Agreement. If any exhibit referred to in this Agreement shall not have been attached hereto as of the Effective Date of this Agreement or if any such exhibit shall be incomplete at such time, then such exhibit(s) shall be later attached as soon as is practically possible after being completed by the engineer and contractor of record, and such exhibit(s) shall be subject to approval by the Parties and for all purposes when later attached, affixed or supplemented, be deemed a part of this Agreement as if attached hereto and incorporated herein as of the Effective Date of this Agreement.

U. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY has executed this Agreement, by and through its duly authorized representative, on the respective date below.

COUNTY: HERNANDO COUNTY, FLORIDA, a politic	al
subdivision of the State of Florida	
ATTEST:	
Herdihurge, Serter Clark BY: All	
Douglas A. Chorvat, Jr. John Allocco, Chairman	
Clerk of the Circuit Court & Comptroller	
Date: $16-27-2023$	_
STATE OF FLORIDA	
COUNTY OF HERNANDO	

The foregoing instrument was acknowledged before me by physical presence or ______ online notarization this 27th day of _______, 2023, by John Allocco, Chairman of the Board of County Commissioners of Hernando County, on behalf of Hernando County. He is personally known to me or has produced his Florida Driver's License as identification.

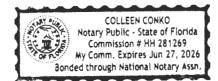
Doon Couker

Notary Public State of Florida at Large My Commission Expires: 62726

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: County Attorney

Print Name of Notary Public



IN WITNESS WHEREOF, the DEVELOPER has executed this Agreement, by and through its duly authorized representatives, on the respective date below.

DEVELOPER: ONE HERNANDO, LLC

WITNESSES:

By: CARDINAL POINT MANAGEMENT, LLC

Signature: BY Williams, its Manager Cos. E Print Name: Date: Signature: Print Name:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by \succeq physical presence or ________, online notarization this $\underline{14}$ day of $\underline{]onc}$, 2023, by GREGORY WILLIAMS, as manager of Cardinal Point Management, LLC, a Florida limited liability company, which is the manager of One Hernando, LLC, a Florida limited liability company. He is personally known to me or has produced his Florida Driver's License as identification.

Notary Public State of Florida at Large My Commission Expires: 7/20/2026

Print Name of Notary Public



JUSTIN MCSWEENEY Notary Public State of Florida Comm# HH248713 Expires 7/30/2026

EXHIBIT "A"

LEGAL DESCRIPTION

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA; THENCE NORTH 00°21'41" EAST, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4, A DISTANCE OF 1466.00 FEET; THENCE SOUTH 89°38'19" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KETTERING ROAD AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 822, PAGE 895, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND FOR A POINT OF BEGINNING: THENCE CONTINUE SOUTH 89°38'19" EAST, A DISTANCE OF 1045.38 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD (SAID FORMER RIGHT-OF-WAY NOW KNOWN AS THE "RAILS TO TRAILS PROJECT" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 762, PAGES 1490 THROUGH 1514, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 15°04'33" EAST, A DISTANCE OF 1515.04 FEET, TO A POINT OF THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4, NORTH 89°51'12" WEST, A DISTANCE OF 51.82 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 15°04'33" EAST, A DISTANCE OF 2727.52 FEET, TO A POINT ON THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89°43'18" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 2122.87 FEET. TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KETTERING ROAD AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 822, PAGE 895, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA (SAID POINT LYING 50.00 FEET EAST OF THE WEST BOUNDARY OF SAID SOUTHWEST 1/4); THENCE NORTH 00°21'41" EAST, PARALLEL WITH AND 50.00 FEET EAST OF SAID WEST BOUNDARY OF THE SOUTHWEST 1/4, A DISTANCE OF 1655.93 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 813, PAGE 1092, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE EXTERIOR BOUNDARIES OF SAID CERTAIN PAREL, THE FOLLOWING THREE (3) COURSES; (1) SOUTH 89°38'19" EAST, A DISTANCE OF 155.00 FEET; (2) NORTH 00°21'41" EAST, A DISTANCE OF 140.00 FEET; (3) NORTH 89°38'19" WEST, A DISTANCE OF 155.00 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF KETTERING ROAD: THENCE NORTH 00°21'41" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2296.84 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

[See attached copy of Development Agreement dated March 22, 2022]

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, including all exhibits, appendices, addenda, supplements, and schedules attached hereto and incorporated herein by reference (Agreement), effective on the latest date of signature by the Parties (defined herein), is entered into by and between URADCO, INC., a Florida corporation (Uradco) and HERNANDO COUNTY, a political subdivision of the State of Florida (Hernando County or County) and the HERNANDO COUNTY WATER AND SEWER DISTRICT (Hernando County Water and Sewer District, together with the County, collectively the County Parties, and the County Parties together with Uradco, collectively the Parties); and

WHEREAS, the Hernando County Board of County Commissioners (BOCC) strives to ensure economic viability and environmental sustainability within Hernando County, and to strengthen the community for the benefit of all Hernando County citizens; and

WHEREAS, this Agreement supports economic viability within Hernando County through expansion of the County's tax base and by encouraging job creation; and

WHEREAS, this Agreement supports environmental sustainability within Hernando County by leveraging funds and resources from federal, state, and local sources to provide infrastructure to address flooding, flood evacuation and expansion of the Hernando County Trail System; and

WHEREAS, Uradco was formed in 1995 to support economic development within the Withlacoochee River Electric Cooperative (WREC) service area, and has brought thousands of jobs to Hernando County through its continued efforts; and

WHEREAS, Uradco owns approximately 147 acres (MOL) in Hernando County, generally located south of U.S. 98 and cast of Kettering Road, and more particularly described in Paragraph 2.A.(1) herein (Uradco Property); and

WHEREAS, to continue fulfilling its economic development purpose, Uradco is developing a commercial and/or industrial office park on the Uradco Property, to be commonly referred to herein as One Hernando Industrial Park; and

WHEREAS, Hernando County supports Uradco's economic development purpose in developing One Hernando Industrial Park; and

WHEREAS, Hernando County has identified infrastructure needs in the area surrounding the Uradco Property to ensure the health and safety of Hernando County residents in the Cyril Drive area during evacuations for flooding; and

WHEREAS, Hernando County has identified infrastructure needs in the area surrounding the Uradco Property to enhance the Hernando County Trail System through connection to the Withlacoochee State Trail, which is one of the longest paved rail-trails in Florida; and

WHEREAS, Hernando County has identified infrastructure needs in the area surrounding the Uradco Property to ensure adequate utilities are in place for the benefit of and in order to develop the One Hernando Industrial Park and the surrounding area (collectively, the Infrastructure Needs); and

WHEREAS, Hernando County has leveraged federal and state funds to fulfill the Infrastructure Needs; and

WHEREAS, to fulfill the Infrastructure Needs, the County has requested that Uradco donate to the County fifty (50) feet of real property along the southern boundary of the Uradco Property, as more particularly described in Exhibit 1, which is attached hereto and incorporated herein, for the County to construct a right-of-way and trail connection from Kettering Road to the Withlacoochee State Trail (Right-of-Way Parcel); and

WHEREAS, to fulfill the Infrastructure Needs, the County has also requested that Uradco donate to the County an easement for drainage on the Uradco Property, as more particularly described in Exhibit 2, which is attached hereto and incorporated herein, to be located adjacent to the northern boundary of the Right-of-Way Parcel on the eastern boundary of the Uradco Property (Drainage Easement); and

WHEREAS, Uradco supports the County's infrastructure goals to fulfill the Infrastructure Needs so long as it benefits the One Hernando Industrial Park and all citizens of Hernando County, and intends to donate the Right-of-Way Parcel and the Drainage Easement to the County in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
- 2. Uradco's Obligations.
 - A. Conveyance of the Right-of-Way Parcel.

(1) Uradco Property. Uradco currently owns approximately 147 acres (MOL) in Hernando County generally located south of U.S. 98 and east of Kettering Road, further identified by Property Appraiser Parcel ID # R04 423 21 0000 0010 0000; Parcel Key # 394424; and legally described in O.R. Book 2964, Page 219 of the Public Records of Hernando County, Florida (Uradco Property).

(2) Conveyance. Uradco agrees to convey to the County at Closing (defined herein) fee simple title to the Right-of-Way Parcel by executing and delivering to the County a special warranty deed in substantially the same form attached hereto and incorporated herein as Exhibit 1 (Right-of-Way Parcel Conveyance). The Right-of-Way Parcel Conveyance shall be free and clear of any lease, lien or claim but subject to the ad valorem taxes for 2022 and thereafter, which are not yet due and payable. Uradco agrees to satisfy and discharge any liens attributable to Uradco on the Right-of-Way Parcel prior to or at Closing.

(3) Acknowledgments. Except as otherwise specifically provided for herein, the County understands and agrees that it is obtaining the Right-of-Way Parcel in an "as is" and in its "where is" condition, together with any and all faults and without any representation or warranty on the part of and without any recourse to Uradco. The County is solely responsible for obtaining all necessary development approvals, permits and licenses from government entities related to the development or improvement of the Right-of-Way Parcel. The County hereby expressly acknowledges and agrees that:

(a) Uradco makes and has made no warranty or representation whatsoever as to the condition or suitability of any portion of the Rightof-Way Parcel for the County's intended purpose;

(b) The terms of this Agreement provide the County with the opportunity to make a complete and thorough examination and inspection of all portions of the Right-of-Way Parcel and to title thereto;

(c) The County has determined or will determine prior to Closing that the condition of all portions of the Right-of-Way Parcel and title thereto are both satisfactory to the County;

(d) Notwithstanding the nature or extent of the inspections the County has made or will in fact make prior to Closing, the County shall accept every portion of the Right-of-Way Parcel in its "as is" and "where is" condition, without requiring any action, expense or any other thing or matter on the part of Uradco to be paid or performed and, upon acceptance of the Right-of-Way Conveyance from Uradco at the Closing, the County shall be conclusively deemed to have accepted the Right-of-Way Parcel in its "as is" and "where is" condition, without recourse to Uradco;

(e) Prior to Closing, the County has examined (or will examine) to the satisfaction of the County the physical condition of and title to the Rightof-Way Parcel, the zoning, land use and all permitting and other governmental approvals required for construction of any structure or improvements to be located upon the Right-of-Way Parcel; and

(f) Uradeo makes and has made no representation or warranty, express or implied, concerning any portion of the Right-of-Way Parcel, or with respect to (i) its physical condition; (ii) as to its title; the use to which it may be put; (iii) any environmental matters pertaining to it; or (iv) any other thing or matter directly or indirectly related thereto or hereto WARRANTY OF limitation. NO (including, without MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OR PRESENCE OF ANY LATENT OR OTHER DEFECTS). The provisions of this paragraph shall survive Closing and delivery of the Special Warranty Deed described above.

B. Conveyance of Drainage Easement/Relocation of Existing Drainage Easement. At Closing, Uradco shall grant to the County the Drainage Easement in substantially the same form attached hereto and incorporated herein as Exhibit 2. The Drainage Easement may be relocated by Uradco, or its successor-in-interest to the Uradco Property, if any, subject to Paragraph 3.B.(3) herein. In addition, any other drainage easements in favor of the County Parties affecting the Uradco Property, can maximize the developable area of the One Hernando Industrial Park by consolidating the drainage areas contemplated by such casements. If such relocation of drainage easement(s) occurs, then it will likewise be subject to Paragraph 3.B.(3) herein.

C. Water and Sewer Service Agreement. At Closing, Uradco and the County Parties agree to bind themselves and Uradco's successors-in-interest to the Uradco Property, if any, to the obligation to enter into a Water and Sewer Service Agreement with the County Parties, as applicable, to provide for further infrastructure development of the Uradco Property. Such Water and Sewer Service Agreement shall be subject to the following general conditions:

(1) Approval Required. The Water and Sewer Scrvice Agreement is subject to review and approval by the BOCC/Hernando County Water and Sewer District, as applicable; provided, however, that the County Parties, as applicable, hereby agree to the conditions contained in Paragraph 3.D herein as the County Parties' Obligations, as applicable.

(2) Lift Station. The Water and Sewer Service Agreement shall contain provisions for the conveyance of a 75-foot by 75-foot portion of the Uradco Property to the County Parties, as applicable, for the construction of a lift station. Paragraph 3.D.(2) herein contains the material terms for the construction of the lift station improvements to be located upon the Uradco Property.

(3) Easement. The Water and Sewer Service Agreement shall contain a provision for the grant of an easement (exclusive vs. non-exclusive to be determined; provided, that if it is determined that an exclusive easement is necessary, then the Parties will implement the least restrictive exclusive easement as possible) from the owner of the Uradco Property to the County Parties, which shall be located over and upon the least restrictive portion of the Uradco Property (taking into account the future development of the One Hernando Industrial Park and the owner's construction of improvements upon the Uradco Property) for the provision of utilities to the Right-of-Way Parcel. Such utility easement shall be a perpetual utility casement and shall be twenty (20) feet in width.

D. Land Use, Zoning & Subdivision Regulations. Uradco, and its successors-ininterest to the Uradco Property, if any, are bound by the land use and zoning classifications and plans governing the Uradco Property as of the Effective Date of this Agreement, unless and until such classifications or plans are amended by the BOCC. Additionally, Uradco, and its successors-in-interest to the Uradco Property, if any, are bound by the subdivision regulations in effect at the time of any development. If requested by Uradco, or its successor-in-interest to the Uradco Property, at the time of application, the County will facilitate concurrent review of applications to revise the Master Plan for the Uradco Property, and any applications pursuant to the subdivision regulations in effect at the time of any development, to the extent permitted by law, and pursuant to Paragraph 3.F herein.

3. County/Hernando County Water and Sewer District Obligations (as applicable).

A. Cyril Drive Bypass.

Construction. The County agrees to construct the Cyril Drive Bypass on (1) the Right-of-Way Parcel, pursuant to the construction plans approved by the County Engineer and the Florida Department of Transportation (Cyril Drive Bypass Project) or, if applicable, shall reimburse a third-party developer (i.e., Uradco's successor-in-interest to the Uradco Property) for the construction of the Cyril Drive Bypass, subject to applicable procurement rules and regulations. The Cyril Drive Bypass shall extend from the easterly boundary of Kettering Road to the westerly boundary of the Withlacoochee State Trail right-of-way. A 10-footwide trail shall be constructed on the north side of the Cyril Drive Bypass to connect to the Withlacoochee State Trail. The intersection of the Cyril Drive Bypass and Kettering Road is designed as a T-intersection. Pursuant to the 2018 State of Florida General Appropriations Act funding requirements, the Cyril Drive Bypass shall be constructed as a public road and may be used for flood evacuation purposes. The estimated completion date for construction of the Cyril Road Bypass is January 5th, 2023, or as otherwise agreed upon by the Parties and the Florida Department of Transportation by extending the date as necessary: provided, however, the County Parties agree to make every effort to expedite the Cyril Road Bypass construction, to the greatest extent possible.

(2) Driveways. A minimum of two (2) driveways shall be permitted from the Cyril Drive Bypass to the Uradco Property, subject to review and approval by the County Engineer, and subject to review and approval by the BOCC in accordance with land use and zoning requirements.

(3) Fencing/Gates. The County shall install a 6-foot-tall chain link fence (together with gates for any permitted driveways) along the northern boundary of the Right-of-Way Parcel, from Kettering Road to the easterly boundary of the Uradco Property or if applicable, shall reimburse a third-party developer (i.e., Uradco's successor-in-interest to the Uradco Property) for the installation of such fencing (and gates, if applicable), subject to applicable procurement rules and regulations. The fence (and gates, if applicable) shall meet the requirements of the Florida Department of Transportation Type B fencing, as depicted in Index 550-002 of the FY 2020-21 Standard Plans.

(4) Funding. The Cyril Drive Bypass Project (including, without limitation, the Drainage Retention Area and Utilities in the Right-of-Way) are funded by the 2018 State of Florida General Appropriations Act (HB 5001, Line 1906A), and subject to Paragraph 7 herein.

B. Drainage Retention Area.

Construction. The County agrees to construct a code-compliant drainage (1)retention area within the Drainage Easement conveyed by Uradco to the County pursuant to Paragraph 2.B. herein and pursuant to the construction plans approved by the County Engineer and the Florida Department of Transportation (Drainage Retention Area), or if applicable, shall reimburse a third-party developer (i.e., Uradco's successor-in-interest to the Uradco Property) for the construction of the Drainage Retention Area, subject to applicable procurement rules and regulations. The estimated completion date for construction of the Drainage Retention Area is January 5th, 2023, or as otherwise agreed upon by the Parties to extend the date as necessary; provided, however, the County agrees to make every effort to expedite the construction of the Drainage Retention Area, to the greatest extent possible.

(2) Fill. The County has agreed to and approved the designated area for the relocation of excess till dirt and material generated from the excavation of the Drainage Retention Area and to relocate any excess fill dirt and material generated from the excavation of flood plain mitigation areas related to the construction of the Cyril Road Bypass to fill the Uradeo Property or, if applicable, shall reimburse a third-party developer (i.e., Uradco's successor-in-interest to the Uradco Property) for the relocation of such excess fill dirt and material, subject to applicable procurement rules and regulations. Such relocation of the excess fill dirt has already been agreed upon by the Parties, and if the designated area is to be moved, it shall be mutually agreed to by the Parties, or Uradeo's successor-ininterest to the Uradco Property. Such mutual agreement shall be timely made so any construction is not delayed.

(3) Relocation. The Drainage Retention Area may be relocated in the future to serve both the Cyril Road Bypass Project and the One Hernando Industrial Park, subject to mutual agreement by the County and Uradco, or its successor-ininterest to the Uradco Property. If the Drainage Retention Area is relocated at the request of Uradco, or its successor-in-interest to the Uradco Property, the County shall receive a drainage easement for the new drainage retention area(s) in exchange for terminating the existing Drainage Easement. If such exchange occurs, then the County shall not be responsible for maintenance of the relocated drainage retention arca(s). The County Administrator is authorized to release the Drainage Easement attached hereto and incorporated herein as Exhibit 2 (or any other drainage easement(s) in favor of the County affecting the Uradco Property, if applicable) and accept a replacement drainage easement(s) to facilitate the exchange and relocation permitted by this Paragraph.

C. Utilities in the Right-of-Way.

The County shall install twelve hundred linear feet Construction. (1) (1,200.00 LF) of 8-inch water main along the Right-Of-Way Parcel into the Uradco Property, with required appurtenances, pursuant to the construction plans

approved by the Parties, the County Engineer and the Florida Department of Transportation, or, if applicable, shall reimburse a third-party developer (i.e., Uradeo's successor-in-interest to the Uradeo Property) for the installation of such water main, subject to applicable procurement rules and regulations.

(2) Fire Hydrant. The County shall install a fire hydrant assembly for future fire protection and blow-off benefits in the vicinity of and for the benefit of the Uradco Property. The location of the fire hydrant and blow off assembly has been located and approved by the Parties and Hernando County Utilities Department but is subject to relocation based upon review, approval and final determination of the Hernando County Utilities Department in order to ensure maximum operational efficiency for the benefit of the Uradco Property.

D. Water and Sewer Service Agreement. The County Parties, as applicable and to the extent permitted by law, hereby agree to expedite the review of the required Water and Sewer Service Agreement benefiting the One Hernando Industrial Park to be constructed on the Uradco Property.

(1) Approval Required. The Water and Sewer Service Agreement is subject to review and approval by the Parties and BOCC/Hernando County Water and Sewer District.

(2) Lift Station. The Water and Sewer Service Agreement shall contain provisions for the conveyance of a 75-foot by 75-foot portion of the Uradco Property to the County Parties, as applicable, for the construction of a lift station (Lift Station). Construction requirements for the Lift Station shall be contained in the Water and Sewer Service Agreement. which shall include, without limitation, the following: (a) the locational requirements for wastewater collection and transport facilities; (b) the installation requirements for the wastewater collection system; (c) payment of wastewater connection fees; (d) terms regarding the plans and specifications for the construction of the Lift Station and the responsible party for the preparation of same; (e) applicable rates of sewer services provided to One Hernando Industrial Park; and (f) the fact that the County may construct the Lift Station or, if applicable, shall reimburse a third-party developer (i.e., Uradco's successor-in-interest to the Uradco Property) for the construction of the Lift Station, subject to applicable procurement rules and regulations.

(3) Easement. The Water and Sewer Service Agreement shall contain a provision for the grant of an easement (exclusive vs. non-exclusive to be determined; provided, that if it is determined that an exclusive easement is necessary, then the Parties will implement the least restrictive exclusive easement as possible) from the owner of the Uradco Property in favor of and to the County Parties, as applicable, which shall be located over and upon the least restrictive portion of the Uradco Property (taking into account the future development of One Hernando Industrial Park and the owner's construction of improvements upon the Uradco Property) for the provision of utilities to the Right-of-Way Parcel. Such utility easement shall be a perpetual utility easement and shall be a minimum of twenty (20) feet in width.

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(4) Funding. The Lift Station and other utilities not funded pursuant to Paragraph 3.A.(4) shall be funded by Coronavirus State and Local Fiscal Recovery Funds through the American Rescue Plan Act of 2021, as approved by the BOCC on August 10, 2021.

E. Road Impact Fce Credits.

(1) Kettering Road. Uradco holds road impact fee credits in the amount of \$152,600.00 approved by the BOCC on May 18, 1999, for donations by Uradco related to the construction of Kettering Road. Pursuant to Section 163.31801(10), *Florida Statutes*, impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district, or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction, and which receives benefits from the improvement or contribution that generated the credits. The above road impact fee credits may be transferred by Uradco to a successor-in-interest at Uradco's direction and in its sole discretion. The above road impact fee credits may be used in Road Impact District 3, or an adjacent Road Impact District, subject to review and approval by the County for a determination whether the adjacent Road Impact District benefits from the improvement or contribution that generated the improvement or contribution that generated the above road impact fee credits.

(2) Cyril Drive Bypass. No road impact fee credits are granted by the County to any party for the construction of the Cyril Road Bypass; provided however, if Uradeo, or its successor-in-interest to the Uradeo Property, constructed the Cyril Road Bypass rather than the County, then the constructing party would be eligible for impact fee credits, if not reimbursed by the County for construction, and subject to compliance with all requirements, including eligibility, of the Roads Impact Fees Ordinance.

F. Land Use and Zoning. Uradco, and its successor-in-interest to the Uradco Property, are bound by the land use and zoning classifications and plans governing the Uradco Property as of the Effective Date of this Agreement, unless and until such classifications or plans are amended by the BOCC. Additionally, Uradco, and its successor-in-interest to the Uradco Property, are bound by the subdivision regulations in effect at the time of any development of the Uradco Property. If requested by Uradco, or its successor-in-interest to the Uradco Property, at the time of application, the County will facilitate concurrent review of applications to revise the Master Plan for the Uradco Property, and any applications pursuant to the subdivision regulations in effect at the time of any development, to the extent permitted by law.

4. Closing. The transactions contemplated by this Agreement shall be closed on or before April 29, 2022 (Closing); provided however, Uradco shall have the right to extend the Closing for one (1) period of thirty (30) days, by giving the County Parties written notice of such extension before 5:00 P.M. (Eastern Time) on April 27, 2022.

5. Expenses and Prorations.

A. The County shall pay and be responsible for the documentary stamp or transfer taxes due, if any, on the transfer of the Right-of-Way Parcel and Drainage Easement, the cost of recording the Special Warranty Deed and Drainage Easement, and all costs associated with inspections obtained in connection with this transaction, if any. Each Party shall be responsible for its own attorney's fees and costs, except as provided otherwise by this Agreement.

B. Real estate taxes for the Right-of-Way Parcel for the year of Closing shall be prorated through the date of Closing. If the taxes for the current year cannot be ascertained, those of the previous year shall be used, giving due allowance for the maximum discount allowable by law. If taxes are prorated using the prior year's tax, Uradeo and the County agree that there will be no re-proration of taxes after Closing. Real estate taxes for the Right-of-Way Parcel for tax years preceding the date of the Closing shall be paid by Uradeo at or prior to Closing.

6. Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the date actually received at the following addresses (or to other addresses as such parties may designate by notice to the other parties):

Uradco, Inc. ATTN: Billy E. Brown, Executive Vice President 14651 21st Street Dade City, Florida 33523

Hernando County ATTN: Jeffrey Rogers, P.E., County Administrator 15470 Flight Path Drive Brooksville, Florida 34604

Hernando County Water and Sewer District ATTN: Gordon Onderdonk, Director, Hernando County Utilities Department 15365 Cortez Boulevard Brooksville, Florida 34613

7. Funding. To the extent required by law, and in accordance with the applicable budgetary processes, the County hereby covenants to budget and appropriate legally available non-ad valorem revenues to fulfill the obligations in this Agreement.

8. Ilernando County Water and Sewer District. No obligation in this Agreement shall be deemed to pledge or commit the revenues of the Hernando County Water and Sewer District in violation of Chapter 28 of the Hernando County Ordinance Code, or any other applicable law or regulation, or in violation of any security document or instrument that the Hernando County Water and Sewer District is a party thereof. To the extent any obligation in this Agreement is alleged to pledge or commit the revenues of the Hernando County Water and Sewer District in violation of the above-stated requirements, such obligation is hereby deemed an obligation of the <u>County only</u>.

9. Miscellaneous.

A. Attorneys' Fees. In the event of any litigation between the Parties (or their successors-in-interest as described herein) with respect to enforcement of rights under this Agreement, the prevailing Party in such action shall be entitled to recover all costs and expenses paid or incurred by such Party in connection therewith, including, without limitation, reasonable attorneys' fees at or before the trial level, in any appellate proceedings or any proceedings determining entitlement to or the reasonableness of such attorneys' fees.

B. Interpretation. Whenever the context of this Agreement so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership or unincorporated association as well as a natural person. The fact that a Party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such Party.

C. Severability. If any provision of this Agreement is declared invalid or unenforceable, then, if reasonably possible, taking into consideration the intent and purpose of the parties in entering into this Agreement, the remainder of this Agreement shall continue in full force and effect.

D. Entire Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof and supersedes any prior understandings or agreements between them concerning the subject matter hereof. No changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be binding upon the parties unless made in writing and signed by the Party to be bound thereby.

E. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Assignment. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party; any such attempted assignment shall be null and void.

G. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding arising out of or relating to his Agreement shall be brought in Hernando County, Florida and both parties hereby waive any objections to the laying of venue in the courts of Hernando County, Florida.

H. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such

written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

I. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

J. Time. Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date of signature below (Effective Date).

<SIGNATURES ON THE FOLLOWING PAGES>

ORPORATE SEAL WITNESS

TNESS

URADCO, INC.

BIELY E. BROWN EXECUTIVE VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PASCO

PAULAI. LEWIS MY COMMISSION # HH 018512 EXPIRES: November 4, 2024 **Bonded Thru Notary Public Underwillers**

au in Notary Public State of Florida at Large My Commission Expires: 11-Paula L. Lee Print Name of Notary Public

PAGE 12 OF 13

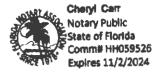
BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA

poion

p.C. Attest: By: Douglas A. Chorvat, Jr. Slev Clerk of Circuit Court & Comptroller Chairma (SEAL) SHERRER . HERNANDO COUNTY WATER AND SEWER DISTRICT huppl, D.C. Attest: By: Stoke Champilyn Douglas A. Chorvat, Jr. Chaiman Clerk of Circuit Court & Comptroller (SEAL)

STATE OF FLORIDA COUNTY OF HERNANDO

The foregoing instrument was acknowledged before mc by $\sqrt{physical presence}$ or _____ online notarization this $22^{\mu kl}$ day of March_____, 2022, by STEVE CHAMPION, Chairman of the Board of County Commissioners of Hernando County, on behalf of Hernando County and the Hernando County Water and Sewer District. He is personally known to me or has produced his Florida Driver's License as identification.



her Notary Public

State of Florida at Large My Commission Expires: 11/2/2024 Cherry Carr Print Name of Notary Public

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

shannon By: County Attomcy's Office

PAGE 13 OF 13

EXHIBIT 1 TO DEVELOPMENT AGREEMENT

DEED FOR RIGHT-OF-WAY PARCEL WITH SKETCH & LEGAL DESCRIPTION Instr #2022040187 BK: 4174 PG: 1093, Filed & Recorded: 5/20/2022 4:00 PM SMB Deputy Clk, #Pgs:3 Doug Chorvat, Jr.,Clerk of the Circuit Court Hernando CO FL Rec Fees: \$27.00 Deed Doc Stamp: \$0.70

> Prepared by and return to: Hernando County Attorney's Office 20 North Main Street, Suite 462 Brooksville, Florida 34601

SPECIAL WARRANTY DEED

THIS DEED, is made this <u>19</u> day of ______, 2022, by and between URADCO, INC., a Florida corporation (GRANTOR), with an address of 14651 21st Street, Dade City, Florida 33523, and HERNANDO COUNTY, a political subdivision of the State of Florida (GRANTEE), with an address of 15470 Flight Path Drive, Brooksville, Florida 34604 (collectively, the PARTIES).

WITNESSETH, that the GRANTOR, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), receipt of which is hereby acknowledged by the PARTIES, has granted, bargained and sold to the GRANTEE, its successors and assigns forever, all of that certain non-homestead real property lying and being situated in Hernando County, Florida, for public right-of-way, utilities, and the right to provide service to maintain, repair, and replace and have access to County facilities or infrastructure on the property, or said right-of-way and utilities, and all other public purposes as GRANTEE may deem necessary, over, along, through, in, above, and under that certain parcel of land described as follows:

SEE EXHIBIT A

The GRANTOR makes no warranties, expressed or implied, in connection with this DEED, including, without limitation, warranty of title, warranty of marketability or warranty of fitness. This DEED conveys any and all interest GRANTOR may or may not have had in the property described herein.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

WITNES S #1 SIGNATURE Ħ 4. PRINT NAME OF WITNESS VESS SIGNATURE ula PRINT NAME OF WITNESS #2



a Florida oration BIELY E. BROW

EXECUTIVE VICE PRESIDENT

STATE OF FLORIDA COUNTY OF

Vice President of URADCO, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced his Florida Driver's License as identification.

 α Bublic No arv State of Florida at Large My Commission Expires: $\mathbf{\hat{n}}$ 10 Print N ime of Notary Public

EXHIBIT A

LEGAL DESCRIPTION FOR ROAD

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 4. TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, BEING DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SW 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH. RANGE 21 EAST. HERNANDO COUNTY, FLORIDA: THENCS S.69*43'16'E. ALONG THE SOUTH LINE OF SAID SW 1/4 A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KETTSRING ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 822, FAGE 865, PUBLIC RECORDS OF MERNANDO COUNTY, FLORIDA AND THE POINT OF BEGINNING. THENCE N.0*21'41'E. ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET; THENCE S.89*43'16'E. PARALLEL TO SAID SOUTH LINE OF THE SW 1/4 A DISTANCE OF 1928.51 FEET TO THE POINT OF CURVATURE TO THE LEFT BEING CONCAVE NORTHRRLY HAVING A RADIUS OF 1475.00 FEET, A DELTA ANGLE OF 1928.51 FEET TO THE POINT OF CURVATURE TO THE LEFT BEING CONCAVE NORTHRRLY HAVING A RADIUS OF 1475.00 FEET, A DELTA ANGLE OF 654'56', A CHORD BEARING OF N.88*69'13'E. AND A CHORD DISTANCE OF 177.94 FEET; THENCE NORTHEASTERLY LAONG THE ARC OF SAID CURVE A DISTANCE OF 173.05 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE RAILS TO TRAILS AS DESCRIBED IN OFFICIAL RECORD BOOK 762, PAGES 1490 THROUCH 1514, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S.15'04'33'E. ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 62.98 FEET TO A POINT ON THE WEST THE AFOREMENTIONED SUUTH LINE OF THE SW 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA; THEA AVGREMENTIONED SUUTH LINE OF THE SW 1/4 OF SISTINCE OF 2122.87 FEET TO THE POINT OF BEGINNING. CONTAINING 105,162.2 SQUARE PEET (2.4 ACRES) PEET (2.41± ACRES)



SURVEYORS CERTIFICATE

THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES

CERTIFIED TO: Sam W. 12/03/2021 DATE SIGNED GARY W. SWITH, PSM PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. LS 4577 SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A engineering associate s, inc FLORIDA LICENSED SURVEYOR AND MAPPER FOR HARD COPIES. 966 Candlelight Blvd. 3703 East Forest Drive Brooksville, FL 34601 Inverness, FL 34453 352-344-2016 OR DIGITIZED SIGNATURE AND SEAL ACCOMPANIED BY A VALID ELECTRONIC Offica: 352-796-9423 SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR CERTIFICATE OF AUTHORIZATION NO. LB7200 ELECTRONIC COPIES PROJECT NO: 20802 SHEET 1 OF 2

REVISED 12/03/2021 TO CORRECT

REVISED 12/02/2021 TO REMOVE 75' X 75' TRACT AND DESCRIPTION AND

DESCRIPTION

CORRECT PARCEL ID

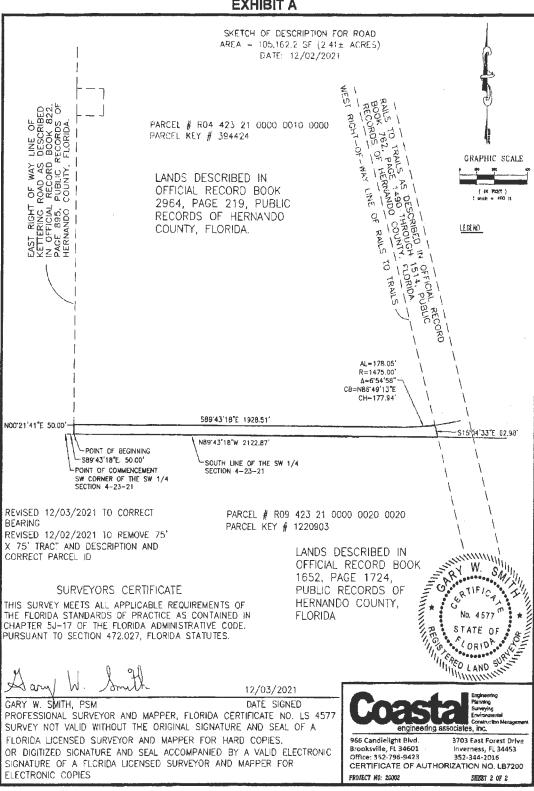


EXHIBIT A

EXHIBIT 2 TO DEVELOPMENT AGREEMENT

DRAINAGE EASEMENT WITH SKETCH & LEGAL DESCRIPTION Prepared by and return to: Hernando County Attorney's Office 20 North Main Street, Suite 462 Brooksville, Florida 34601

NON-EXCLUSIVE PERPETUAL DRAINAGE EASEMENT

THIS NON-EXCLUSIVE PERPETUAL DRAINAGE EASEMENT, is made this <u>19</u> day of <u>2022</u>, by and between URADCO, INC., a Florida corporation (GRANTOR), with an address of 14651 21^a Street, Dade City, Florida 33523, and HERNANDO COUNTY, a political subdivision of the State of Florida (GRANTEE), with an address of 15470 Flight Path Drive, Brooksville, Florida 34604 (collectively, the PARTIES).

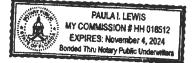
WITNESSETH, that the GRANTOR, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), receipt of which is hereby acknowledged by the PARTIES, hereby conveys to the GRANTEE, its successors and assigns, a NON-EXCLUSIVE PERPETUAL DRAINAGE EASEMENT on certain non-homestead real property lying and being situated in Hernando County, Florida, for a drainage retention area, including the right to construct, maintain, and repair drainage utilities as GRANTEE may deem necessary, over, along, through, in, above, and under that certain parcel of land described as follows:

SEE EXHIBIT A

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of: s#1 SIGNATURE WITNE mit PRINT NAME OF WITNESS #1 WINESS #2 SIGNATURE n PRI T NAME OF WITNESS #2



INC., a Florida corporation BILLY E. BROWN

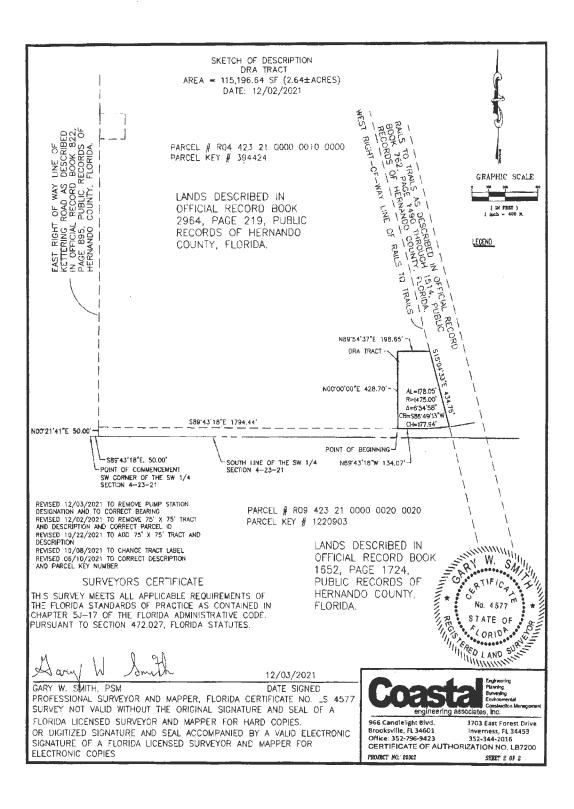
EXECUTIVE VICE PRESIDENT

STATE OF FLORIDA COUNTY OF **Pasco**

Notary Public State of Florida at Large

My Commission, Expires:

ada Print ame of Notary Public



LEGAL DESCRIPTION DRA TRACT A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 21 EAST, KERNANDO COUNTY, FLORIDA, BEING DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SW 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA; THENCE 5.85°43'18"E. ALONG THE SOUTE LINE OF SALD SW 1/4 A DISTANCE OF 50.00 PEET TO A POINT ON THE EAST RIGHT-OP-WAY LINE OF KETTERING ROAD AS DESCRIBED IN OFFICIAL RECORD BUOK 822, PAGE 885, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE N.0721'41"E. ALONG SALD EAST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 PEET; THENCE 8.85°43'18"E. PARALLEL TO SALD SOUTH LINE OF THE SW 1/4 A DISTANCE OF 1794.44 FEET TO THE FOINT OF BEGINNING; THENCE N.0700'00'S. A DISTANCE OF 428.70 FEET; THENCE N.85°45'37"E. A DISTANCE OF 198.85 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE RALLS TO TRAILS AS DESCRIBED IN OFFICIENT DISTANCE OF 198.85 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE RALLS TO TRAILS AS DESCRIBED IN N.85°437 E. A DISTANCE OF 108.85 FRET TO A FULNY ON THE WEST HIGH-10"-WAT LINE OF THE KALLS TO TRAILS AS DESCRIBED IN OFFICIAL RECORD BOOK 762, PAGES 1490 TRBOUGH 1514, PUBLIC RECORDS OF ERENANDO COUNTY, FLORID, THENCE S.15°0'33"E. ALONG SAID WEST RIGHT-0F-WAY LINE A DISTANCE OF 434.75 FRET TO THE POINT OF CURVATURE TO THE RIGHT BEING CONCAVE NORTHERLY HAVING A RADIUS OF 1476.00 FRET, A DELTA ANGLE OF 654'68", A CHORD BEARING OF 3.66'49'13"M. AND A CHORD DISTANCE OF 177.94 FRET, THENCE SOUTHWESTRENY ALONG THE ARC OF SAID CURVE A DISTANCE OF 178.00 FRET TO THE POINT OF TANCERCY, THENCE N.89'43'18"M. A DISTANCE OF 134.07 FRET TO THE POINT OF BEGINNING. CONTAINING 109,571.6 SQUARE F3ET (2.52± ACRES) ARY W. STANING W. SAL SMI No. 45 No. 45 STATE OF SURVE SURVE REVISED 12/03/2021 TO REMOVE PUMP STATION DESIGNATION AND TO CORRECT BEARING STATE OF S CORIDINAL REVISED 12/02/2021 TO REMOVE 75' X 75' TRACT AND DESCRIPTION AND CORRECT PARCEL ID REVISED 10/22/2021 TO ADD 75' X 75' TRACT AND DESCRIPTION SURVEYORS CERTIFICATE REVISED 10/08/2021 TO CHANGE THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. TRACT LABEL REVISED 06/10/2021 TO CORRECT DESCRIPTION AND PARCEL KEY NUMBER CERTIFIED TO Dary 12/03/2021 GARY W. SMITH, PSM DATE SIGNED PROFESSIONAL SURVEYOR AND MAPPER. FLORIDA CERTIFICATE NO. LS 4577 SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A engineering associates, inc. 966 Candlelight Blvd. Brooksville, FL 34601 Office: 352-796-9423 FLORIDA LICENSED SURVEYOR AND MAPPER FOR HARD COPIES. 3703 East Forest Orive Inverness, FL 34453 352-344-2015 OR DIGITIZED SIGNATURE AND SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FCR CERTIFICATE OF AUTHORIZATION NO. LB7200

PROJECT NO: 20002

SELET 1 OF 2

ELECTRONIC COPIES

Exhibit "C" [Potable Water Connection]

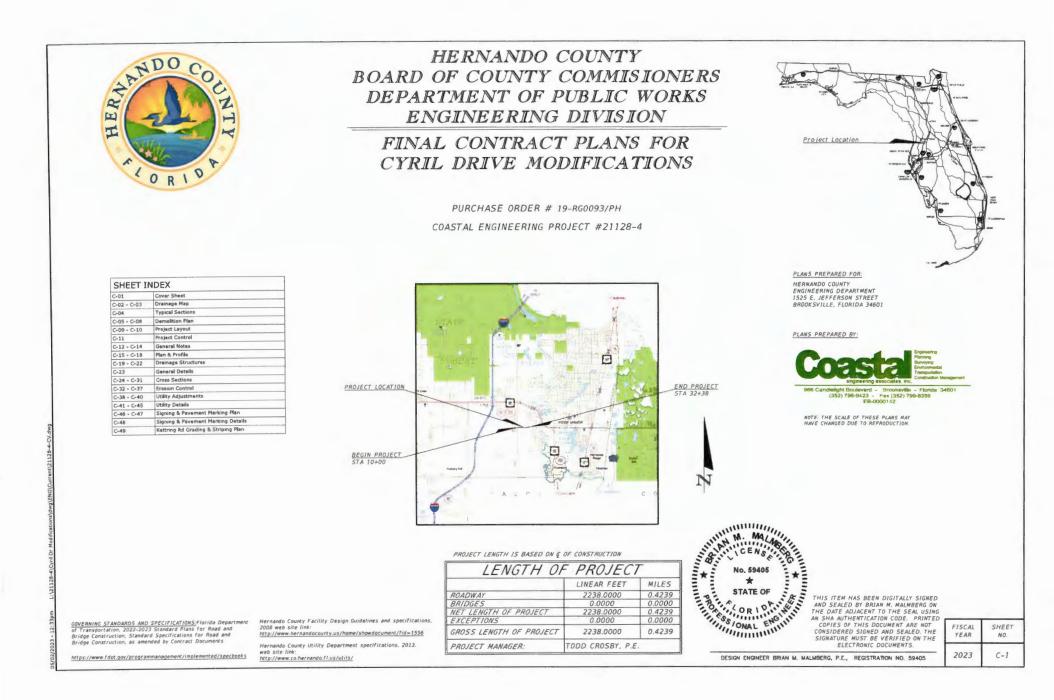


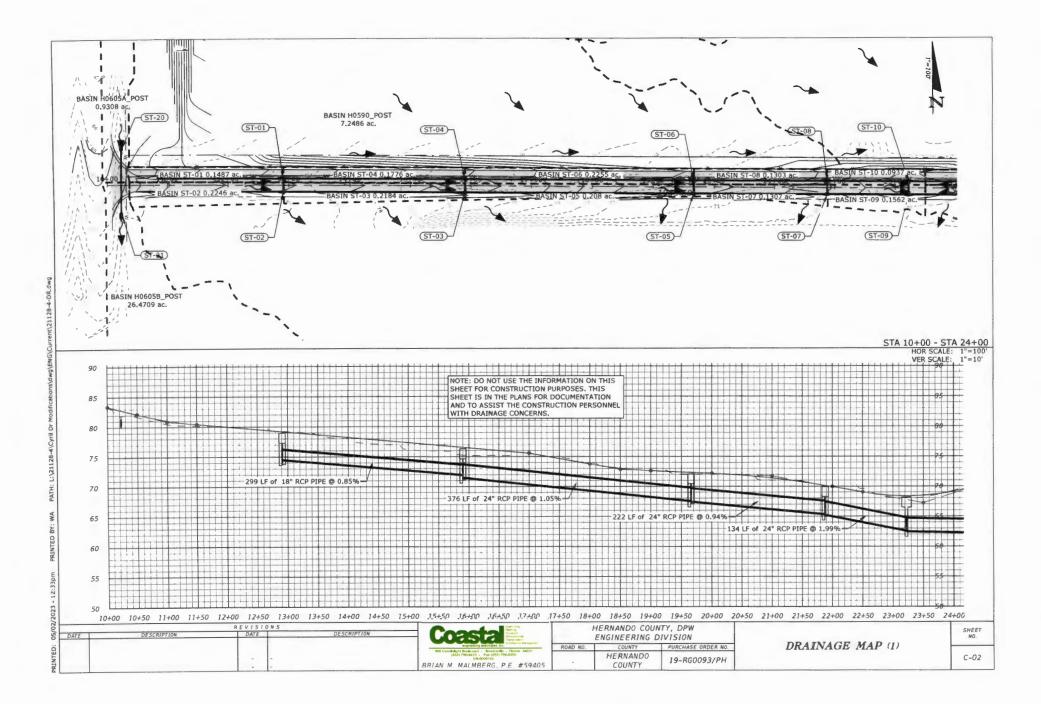
Exhibit "D"

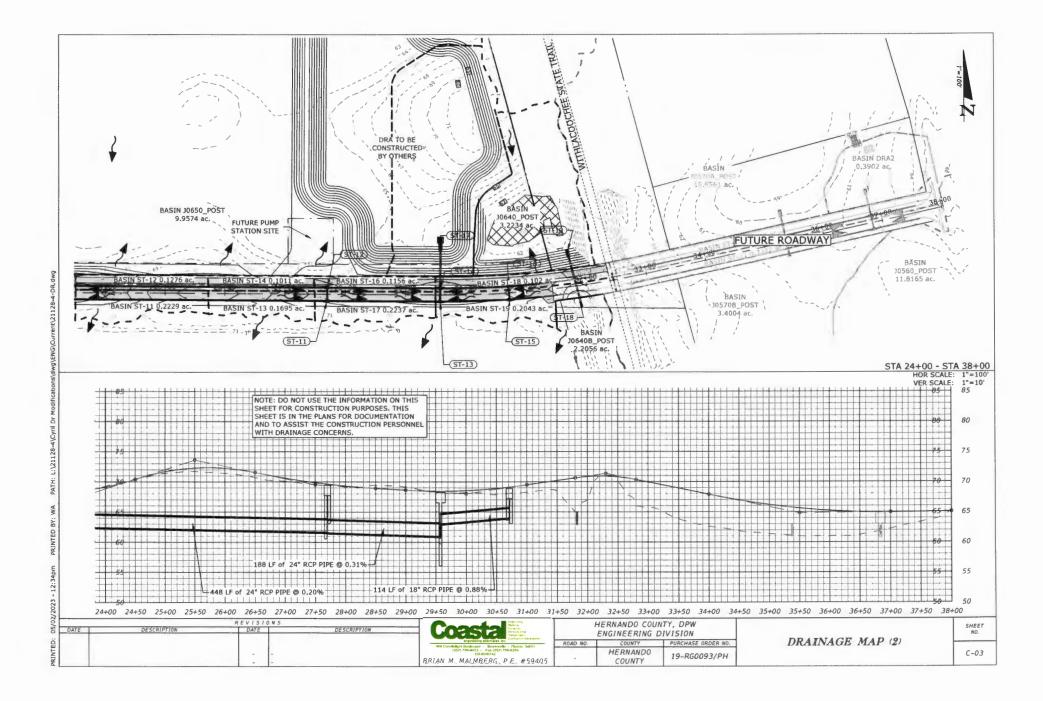
[Append When Complete - Lift Station Project Plan]

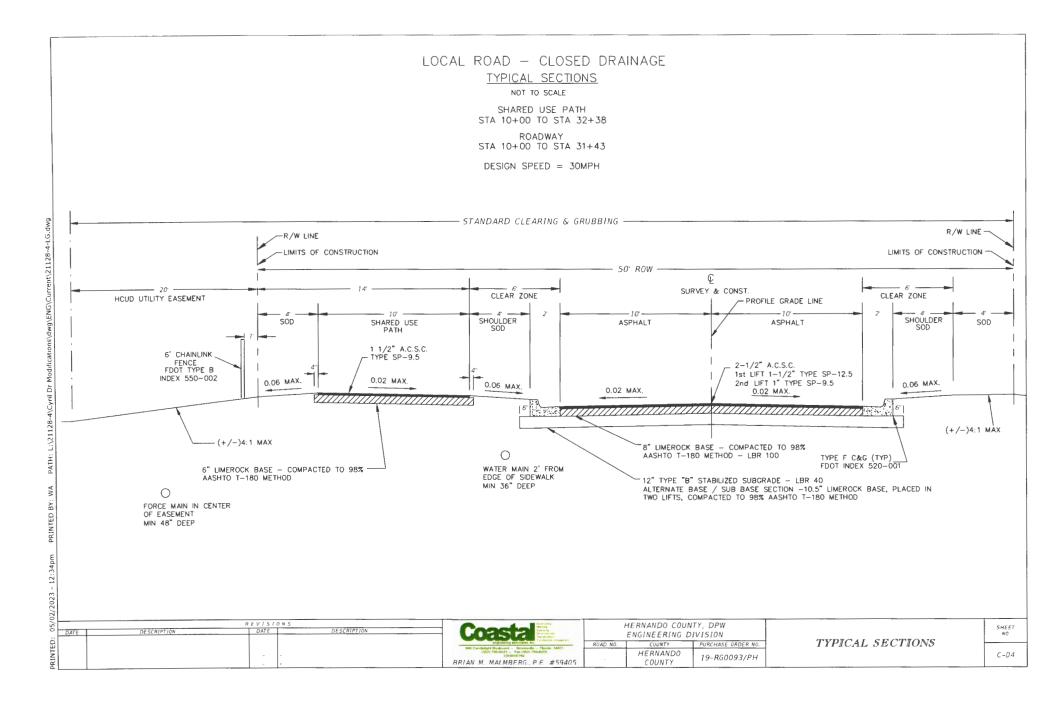


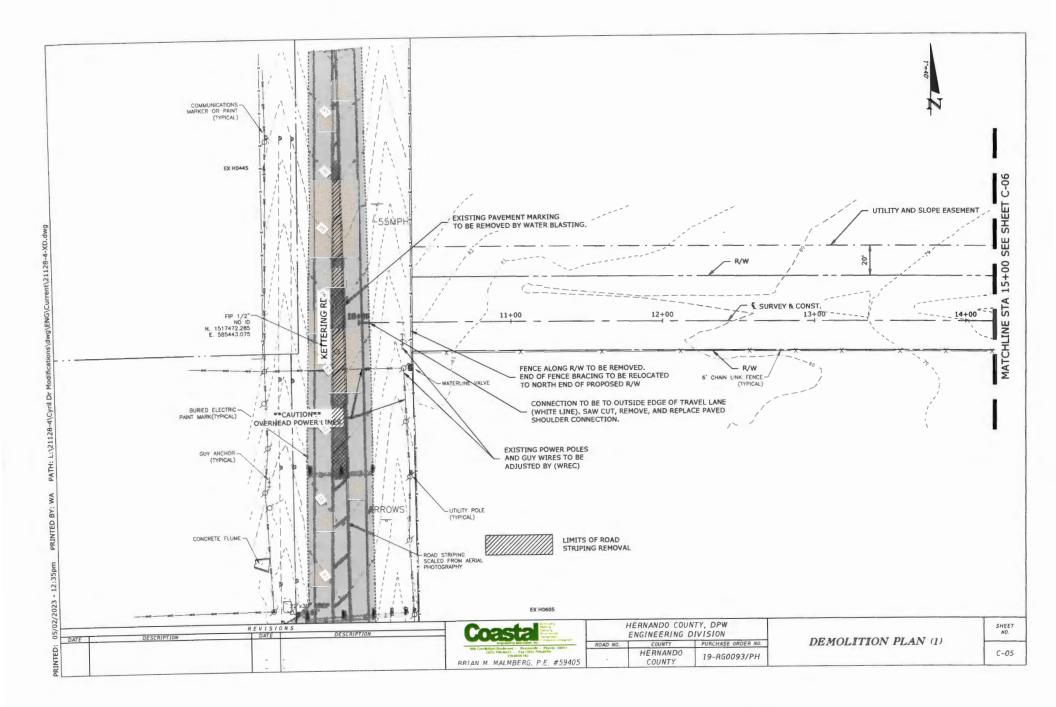
Exhibit "E" [Cyril Drive Bypass Project Plans and Specs]

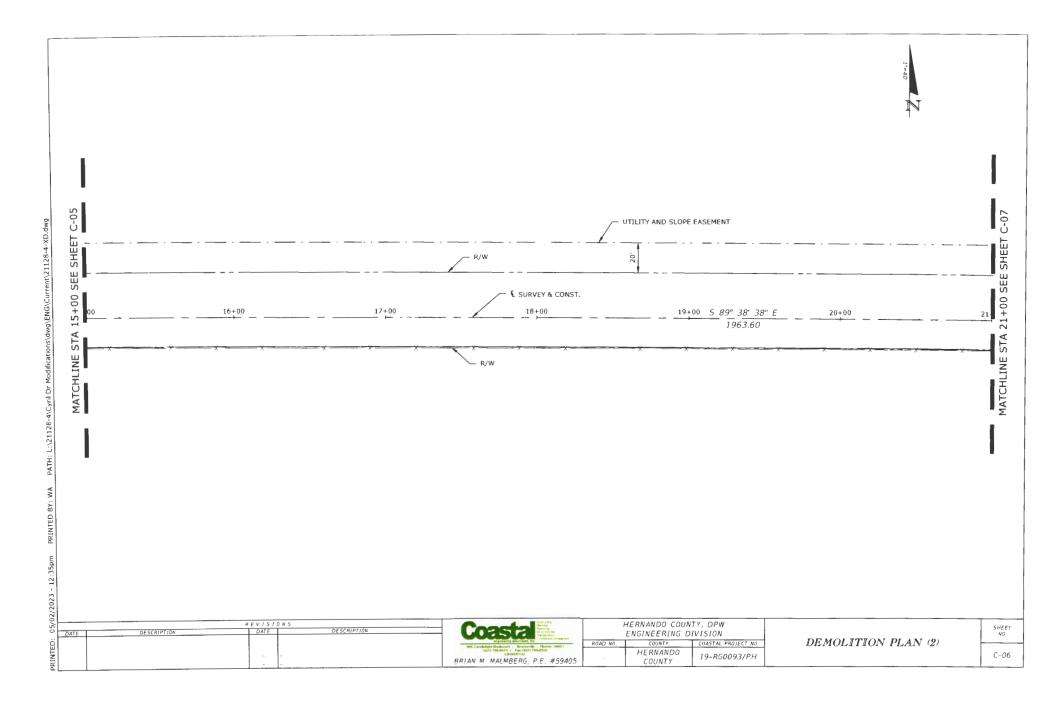


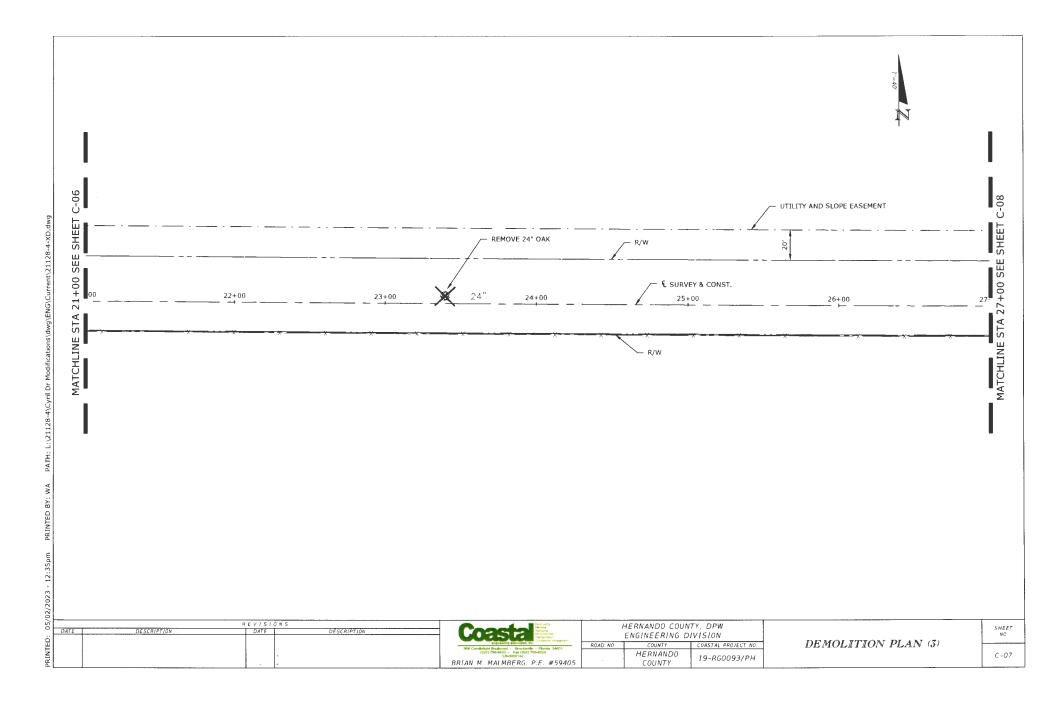


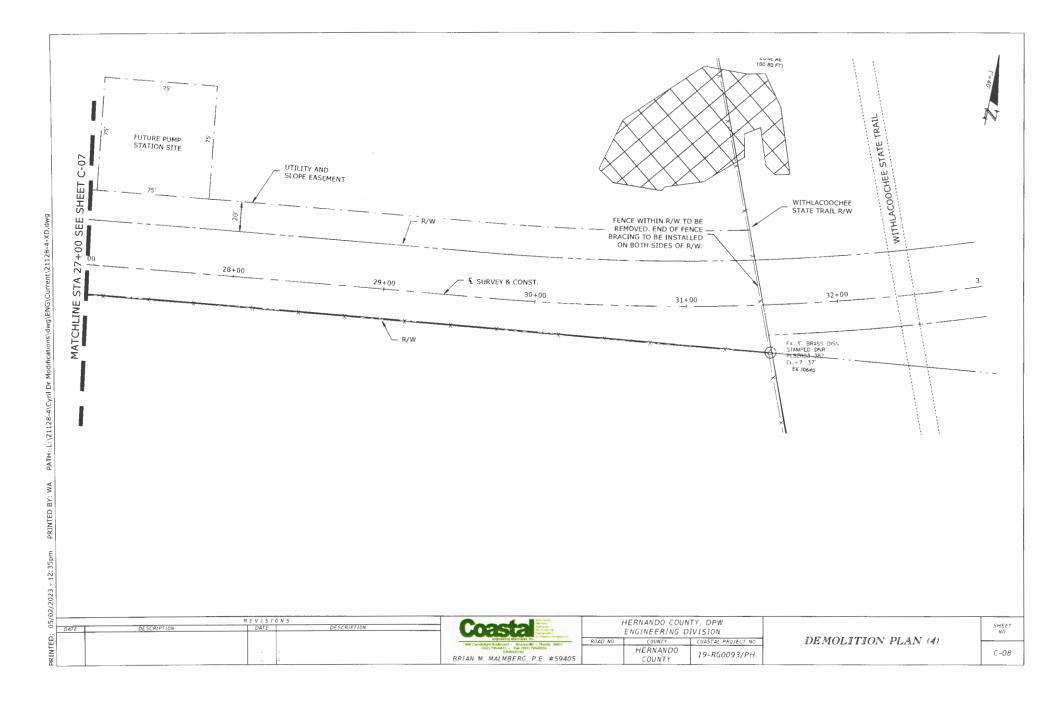




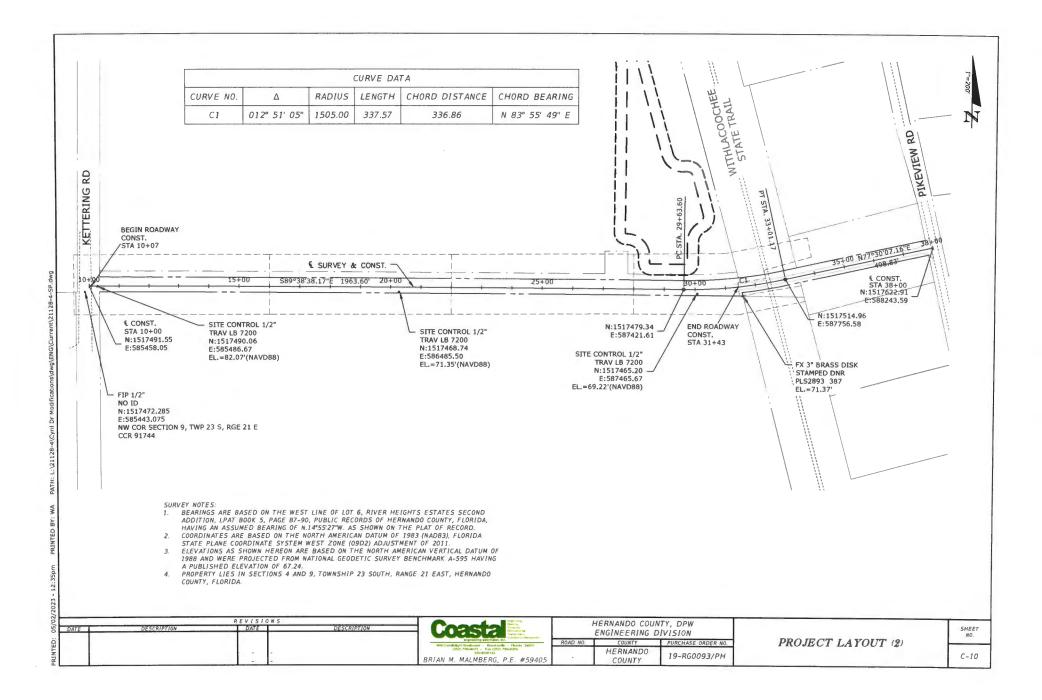


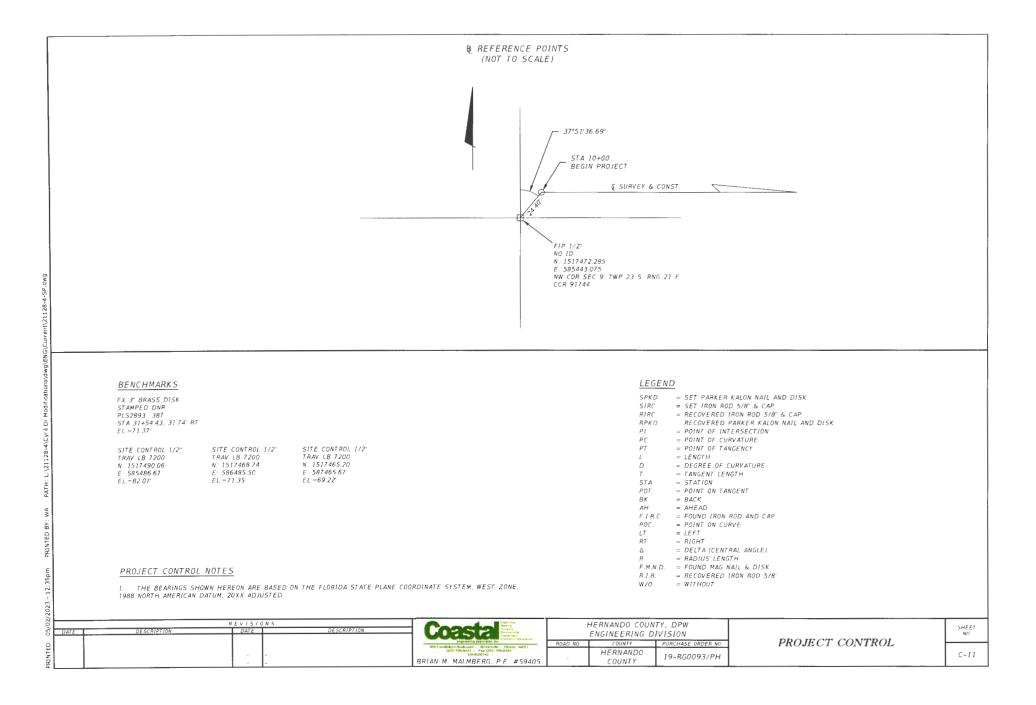












GENERAL NOTES:

- THE BEARINGS AND COORDINATES SHOWN IN THESE PLANS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983 NORTH AMERICAN DATUM, ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 2. ALL CONSTRUCTION ACTIVITIES SHALL REMAIN WITHIN THE ROADWAY RIGHT OF WAYS DEPICTED ON THESE PLANS AND AS IDENTIFIED IN THE RECORD SURVEY FOR CYRIL DR BYPASS DATED 7/08/2020. THE CONTRACTOR SHALL IDENTIFY AND STAKE THE RIGHT OF WAY BEFORE STARTING ANY CONSTRUCTION WORK, THE CONTRACTOR SHALL SE STATION IDENTIFICATION STAKES ALONG THE SOUTH RIGHT OF WAY AT 200 FOOT INTERVALS STARTING AT STA, 50+00,00. MARK EACH OF THESE STAKES WITH PAINTED NUMERALS, OF A SIZE READABLE FROM THE ROADWAY, CORRESPONDING TO THE PROJECT STATION AT WHICH IT IS LOCATED. ALL COSTS TO BE INCLUDED IN PAY ITEM NO. 101-1.
- 3. EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED IN THE PLANS.
- 4. THE EXISTING STORMWATER DRAINAGE CONVEYANCE AND OVERLAND FLOW PATTERNS SHALL NOT BE MODIFIED EXCEPT AS SHOWN IN THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY DRAINAGE MEASURES IN ACCORDANCE WITH HIS APPROVED EROSION CONTROL PLAN.
- ALL AREAS DISTURBED BY CONSTRUCTION WHICH ARE NOT PAVED SHALL BE SODDED OR SEEDED AND MULCHED AS INDICATED ON THE PLANS.
- 6. CONSTRUCTION WORK HOURS SHALL BE FROM 7:30 AM TO 5:00 PM MONDAY THROUGH FRIDAY, EXCEPT COUNTY HOLIDAYS.
- EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, BATEMENT OF EROSION, SEDIMENTATION, AND WATER
 POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION
 CONTROL PLAN OR AS DIRECTED BY THE ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
- 8. ALL EROSION CONTROL ITEMS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.

TRAFFIC CONTROL PLAN NOTES:

- THE CONTRACTOR SHALL AT ALL TIMES ADHERE TO THE REQUIREMENTS SPECIFIED IN THE 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE FDOT 2022/23 STANDARD PLANS, SPECIAL ATTENTION IS DIRECTED TO STANDARD PLAN INDEX NOS 102-000, 102-005, 102-010, AND 102-025.
- 2. REGULATORY SPEEDS ON KETTERING ROAD SHALL BE MAINTAINED AT ALL TIMES.
- 3. ACCESS TO SIDE STREETS AND ALL DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.
- 4. CONFLICTING EXISTING PAVEMENT MARKINGS SHALL BE REMOVED BY METHODS APPROVED BY THE ENGINEER. EXISTING PERMANENT PAVEMENT MARKINGS WITHIN OR OUTSIDE THE LIMITS OF CONSTRUCTION THAT ARE ALTERED OR DAMAGED SHALL BE REPLACED UPON COMPLETION OF THE PROJECT. ALL COSTS FOR REMOVAL SHALL BE INCLUDED IN PAY ITEM NO, 102-1. THE REPLACEMENT OF PAVEMENT MARKINGS SHALL BE PAID FOR UNDER THE APPROPRIATE PAVEMENT MARKING PAY ITEM.
- 5. TEMPORARY TRAFFIC CONTROL SIGNS SHALL NOT OBSTRUCT OTHER ROAD SIGNS.
- 6. THE CONTRACTOR SHALL MAINTAIN THE VISIBILITY OF EXISTING STREET SIGNS AT ALL TIMES IN ORDER TO ACCOMMODATE EMERGENCY SERVICES.

GOPHER TORTOISE NOTES:

NTED

- THE CONTRACTOR SHALL UTILIZE AN AUTHORIZED GOPHER TORTOISE AGENT TO OBTAIN A PERMIT FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) TO RELOCATE ALL THE GOPHER TORTOISES FOUND WITHIN 25 FEET OF THE PROJECT LIMITS.
- STAKED SILT FENCE ("EXCLUSIONARY FENCING") IS INTENDED TO EXCLUDE OFF-SITE GOPHER TORTOISES FROM ENTERING THE
 PROJECT LIMITS AND SHALL BE INSTALLED, BY THE CONTRACTOR, PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY.
 "EXCLUSIONARY" SILT FENCE QUANTITIES FARE INCLUDED IN THE QUANTITIES FOR EROSION CONTROL ITEMS.
- NO WORK MAY BE PERFORMED WITHIN A 25 FOOT RADIUS OF A GOPHER TORTOISE BURROW, PRIOR TO THE RELOCATION OF THAT GOPHER TORTOISE OR UNTIL THERE HAS BEEN CONFIRMATION BY AN AUTHORIZED GOPHER TORTOISE AGENT THAT BURROWS ARE NOT OCCUPIED.
- 4. THE CONTRACTOR SHALL BE AWARE THAT AFTER THE INITIAL RELOCATION OF GOPHER TORTOISES THERE IS STILL THE POTENTIAL FOR GOPHER TORTOISES TO BE PRESENT WITHIN THE PROJECT LIMITS THROUGHOUT THE DURATION OF CONSTRUCTION. IF A GOPHER TORTOISE OR A GOPHER TORTOISE BURROW IS FOUND AFTER THE INITIAL RELOCATION EFFORT, THE CONTRACTOR SHALL NOTIFY THE COUNTY CONSTRUCTION ADMINISTRATOR IMMEDIATELY.

UTILITY NOTES:

- THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (SSOCOF) AT 811 OR 1-800-638-4097 AND ALL LISTED UTILITY OWNERS 48 HOURS BEFORE BEGINNING CLEARING AND GRUBBING OR EXCAVATION OPERATIONS, ALL UTILITY OWNERS MAY NOT BE SSOCOF MEMBERS, IN WHICH CASE, DIRECT CONTACT BY THE CONTRACTOR IS REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING DIRECTLY WITH ALL THE UTILITY OWNERS.
- ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED ON THE PLANS, UTILITIES IN THE PROJECT AREA SHALL NOT BE DISTURBED. EXISTING UNDERGROUND AND OVERHEAD UTILITIES ADJACENT TO THE PROJECT MUST BE PROTECTED DURING CONSTRUCTION OPERATIONS. DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- DUE TO EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN THE PROJECT LIMITS, EXTREME CAUTION SHALL BE EXERCISED BY THE CONTRACTOR WHEN CLEARING AND GRUBBING, EXCAVATING, INSTALLING DRAINAGE STRUCTURES, BACKFILLING AND COMPACTING IN CLOSE PROXIMITY TO EXISTING UTILITIES.

UTILITY CONTACTS:

HERNANDO COUNTY UTILITIES DEPT WATER	WITHLACOOCHEE RIVER ELECTRIC COOP
MR. ALLEN TURNER	COREY LITTLEFIELD
15365 CORTEZ BLVD.	30461 COMMERCE DRIVE
BROOKSVILLE, FL 34613	SAN ANTONIO, FL 33576
(352) 540-6219	(352) 588-5115 EXT. 1130

AT&T DISTRIBUTION MR. SHAUN PURVIS 19386 FT. DADE AVE. BROOKSVILLE, FL 34601 (407) 999-2636 CENTURY LINK TYLER O'NEIL ONE CALL SPECIALIST II (918) 547-0011 HOURS IN OFFICE: 7:00AM-4:00PM CST

- 4. ALL NEW UTILITIES CONSTRUCTION PROCEDURES AND MATERIALS SHALL MEET OR EXCEED HERNANDO COUNTY UTILITIES DEPARTMENT POTABLE WATER, RECLAIMED WATER & WASTEWATER CONSTRUCTION SPECIFICATIONS MANUAL, LATEST EDITION AS AVAILABLE ON THE INTERNET AT: http://www.hernandocounty.us/departments/departments-n-z/utilities/engineering.
- REFER TO FAC 62-555.314 FOR UTILITY SEPARATION REQUIREMENTS. A SUMMARY OF THESE REQUIREMENTS ARE PROVIDED IN PICTORIAL FORM IN HCUD DETAIL 14 PROVIDED IN THE DETAILS SECTION OF THIS PLAN SET.
- INSTALL FITTINGS OR DEFLECT PIPE (PER MANUFACTURER'S INSTRUCTIONS) TO AVOID CONFLICTS. SEE HCUD DETAIL 17 FOR MINIMUM SEPARATION.
- 7. ALL WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER, UNLESS SPECIFIED OTHERWISE. FORCE MAINS SHALL HAVE A MINIMUM OF 48" COVER.
- 8. ALL UTILITY LINES SHALL HAVE AN "EARLY WARNING" PROTECTION TAPE INSTALLED CONTINUOUSLY ALONG THE PIPE ALIGNMENT IN ACCORDANCE WITH THE UTILITY HAVING JURISDICTION. THE PROTECTION TAPE SHALL BE INSTALLED DURING BACK FILING 18" DIRECTLY OVER THE PIPE, OR AS SPECIFIED BY UTILITY OWNER. THE TAPE SHALL HAVE A METAL DETECTABLE STRIP SANDWICHED BETWEEN 2 LAYERS OF POLYETHYLENE. FOR WATER LINES, THE TAPE SHALL BAVE A METAL DETECTABLE STRIP SANDWICHED BETWEEN 2 LAYERS OF POLYETHYLENE. FOR WATER LINES, THE TAPE SHALL BE CONTINUOUSLY MARKED "CAUTION, WATER LINES BELOW". FOR FORCE MAINS, THE TAPE SHALL BE CONTINUOUSLY MARKED "CAUTION, SEWAGE FORCE MAIN BELOW". FOR SANITARY SEWER, THE TAPE SHALL BE CONTINUOUSLY MARKED "CAUTION, SEWARE HINE BELOW". BOTH WATER MAINS AND SANITARY SEWER, FORCE MAINS SHALL ALSO HAVE A "LOCATOR DETECTOR WIRE" - UL TYPE AWG #10 SOLID STRAND COPPER WIRE W/SOMM PVC WALL INSTALLED ALONG THE ENTIRE LENGTH OF PIPE.
- 9. THE CONTRACTOR IS CAUTIONED THAT THE LOCATION OF EXISTING UTILITIES, WHEN SHOWN, ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ACTUAL FIELD LOCATIONS FROM THE RESPECTIVE UTILITY COMPANY AND TO COORDINATE WITH AFFECTED UTILITY COMPANY 48 HOURS BEFORE BEGINNING ANY WORK.
- 10. ALL PVC WATER MAINS 4-12" SHALL BE AWWA C-900, DR 18 PVC WITH AWWA APPROVED DUCTILE IRON MECHANICAL JOINT FITTINGS AND SHALL BE BLUE (WHITE OR BLACK LETTERING).
- 11. ADDITIONAL REQUIREMENTS FOR PVC, DUCTILE IRON AND HDPE PIPING ARE CONTAINED IN THE CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR THIS PROJECT.
- 12. ALL PVC PIPE SHALL HAVE LETTERING APPEARING ON THREE SIDES OF THE PIPE, SHALL RUN THE ENTIRE LENGTH OF THE PIPE AND SHALL BE 3/4" IN HEIGHT WITH THE APPROXIMATE WORDING APPEARING ONE OR MORE TIMES EVERY 21 INCHES ALONG THE LENGTH OF THE PIPE. THE LETTERING MUST BE PERMANENTLY STENCILED TO THE PIPE SURFACE. LETTERING SHALL READ AS IS ACCEPTABLE FOR THE INTENDED USE. ALL LETTERING SHALL BE APPLED BY THE PIPE MFG. DURING PRODUCTION.

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UTILITY NOTES: (CONT.)

- 13. THE CONTRACTOR SHALL PERFORM LEAK TESTING ON ALL GRAVITY SEWERS AND A PRESSURE TEST ON ALL WATER AND FORCE MAINS (AS APPLICABLE) IN ACCORDANCE WITH THE UTILITY HAVING JURISDICTION AND/OR AS STATED IN THE SPECIFICATIONS OR AS DIRECTED BY THE ENGINEER. TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD. THE SCHEDULING, COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.
- 14. WATER AND WASTEWATER SYSTEMS SHALL NOT BE PLACED IN SERVICE (FOR TEMPORARY OR PERMANENT USE) UNTIL ALL TESTING AND INSPECTIONS HAVE BEEN COMPLETED, TEST REPORTS AND "AS-BUILTS" FOR THOSE SYSTEMS SUBMITTED, AND CLEARANCE HAS BEEN OBTAINED FROM THE APPLICABLE UTILITIES AND PERMITTING AGENCIES. NO WATER SYSTEM SHALL BE PLACED IN SERVICE BEFORE SEWER SYSTEM HAS BEEN CLEARED FOR USE.
- DISINFECTION AND BACTERIOLOGICAL TESTING OF ALL WATER LINES SHALL BE PERFORMED IN ACCORDANCE WITH FDEP REGULATION 62-555.340.
- THE CONTRACTOR SHALL COMPLY WITH LOCAL CROSS-CONNECTION CONTROL POLICY FOR CONSTRUCTION OF ALL POTABLE, SANITARY AND RECLAIMED UTILITIES.
- 17. CONTRACTOR TO PROVIDE THRUST BLOCKING AND/OR JOINT RESTRAINTS TO FULLY RESTRAIN PRESSURE PIPES AGAINST FAILURE UP TO A TEST PRESSURE OF 150 psi. PIPE RESTRAINTS TO BE INSTALLED PER MANUFACTURER AND HCUD MINIMUM REQUIREMENTS.
- 18, RESTRAIN EXISTING WATER SYSTEM CONNECTION POINTS AS NECESSARY (AT A MINIMUM PER COUNTY PIPELINE JOINT RESTRAINT SPECIFICATION DETAIL).
- 19. ALL UTILITIES SHALL BE KEPT IN OPERATION EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF THE UTILITY OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE EXISTING UTILITIES. ANY AND ALL DAMAGE TO EXISTING UTILITIES AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 20. WHERE WATER AND SEWER LINE INSTALLATION ARE IN CONFLICT WITH EXISTING UTILITY POLES, GUY WIRES OR SIMILAR STRUCTURES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY TO DETERMINE WHETHER THE STRUCTURES WILL REQUIRE RESTRAINT. THE FINAL DECISION AS TO WHETHER RESTRAINT IS REQUIRED WHILE EXCAVATION OCCURS SHALL BE THAT OF THE UTILITY OWNER. THE COST FOR THIS COORDINATION AND RESTRAINT SHALL BE INCLUDED IN THE CONTRACTOR'S OVERALL COSTS.
- 21. CONTRACTOR SHALL PROVIDE TEMPORARY CONNECTIONS AS NECESSARY FOR FLUSHING, DECONTAMINATION AND PRESSURE TESTING.
- 22. ALL DEFLECTION BENDS ARE 45° UNLESS SPECIFIED OTHERWISE. EXACT LOCATION OF BENDS TO BE DETERMINED IN FIELD AND APPROVED BY FIELD INSPECTOR. LOCATION DATA SHALL BE PROVIDED IN AS-BUILTS ACCORDING TO COUNTY REQUIREMENTS.
- 23. ENGINEER/DEVELOPER/CONTRACTOR OR OWNER TO COMPLETE AND DEDICATE ALL OFF-SITE WATER AND SEWER INFRASTRUCTURE TO HERNANDO COUNTY UTILITIES DEPARTMENT (HCUD). CONTACT HCUD TO OBTAIN THE CONTRIBUTED ASSETS FORM.
- 24. CONTRACTOR TO NOTIFY HCUD INSPECTOR 48 HOURS PRIOR TO UTILITY CONSTRUCTION IN THE COUNTY RIGHT-OF-WAY, HCUD INSPECTOR MUST BE PRESENT FOR ALL WATER AND SEWER CONNECTIONS.
- 25. CONTRACTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING FIVE (5) BUSINESS DAYS PRIOR TO THE START OF OFF-SITE UTILITY CONSTRUCTION, CONTRACTOR MUST PROVIDE ALL UTILITY SUBMITTALS TO THE HCUD INSPECTOR FOR REVIEW AND APPROVAL A MINIMUM OF THREE (3) BUSINESS DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING. HCUD INSPECTOR MUST ATTEND THE PRE-CONSTRUCTION MEETING.
- 26. CONSTRUCTION WATER TO BE PROVIDED BY A TEMPORARY CONSTRUCTION WATER METER INSTALLED BY HCUD ON THE CLOSEST HCUD OWNED FIRE HYDRANT TO THE SITE. CONSTRUCTION METERS WILL BE INSTALLED BY HCUD WITHIN FIVE (5) BUSINESS DAYS OF SIGNING UP FOR SERVICE. CONTRACTOR TO CONTACT HCUD'S ENGINEERING DEPARTMENT TO SIGN UP FOR SERVICE, IF CONSTRUCTION WATER IS REQUIRED.
- 27. ALL AFTER HOUR WORK REQUESTS MUST BE SUBMITTED TO HCUD A MINIMUM 6 BUSINESS DAYS (NOT INCLUDING PUBLIC HOLIDAYS AND WEEKENDS) PRIOR TO THE PROPOSED WORK. THE REQUEST MUST FOLLOW HCUD'S REVISED SCHEDULED AFTER-HOURS WORK REQUEST SOP DATED 3-26-18 (OR LATEST EDITION). IF AFTER HOURS WORK IS PROPOSED CONTACT HCUD TO RECEIVE THE REVISED SOP PRIOR TO REQUESTING AFTER HOURS WORK.
- 28. HCUD OWNED INFRASTRUCTURE: HCUD PERSONNEL MUST BE PRESENT TO PHYSICALLY VERIFY THAT THE INSTALLATION OF ALL PIPE FITTINGS HAS BEEN DONE PER PLAN BEFORE BURVING. THESE FITTINGS SHALL INCLUDE BUT NOT LIMITED TO: COUPLINGS, RESTRAINT, TEE, 90, 45, 22, 11, AIR RELEASE AND ANY DIVERSIONS FROM A STRAIGHT PIPE RUN. THE HOURS FOR THESE INSPECTIONS SHALL BE BETWEEN SAM AND 4 PM. IF HCUD HAS NOT INSPECTEO THE FITTING BEFORE BURVING THE CONTRACTOR WILL BE RESPONSIBLE FOR UNCOVERING FOR INSPECTION.

- 29. CONTRACTOR SHALL PROVIDE TEMPORARY BLOW-OFFS AT ENDS OF WATER AND SEWER MAINS.
- 30. SYMBOLS USED TO REPRESENT FITTINGS ARE NOT TO SCALE AND THEREFORE ARE NOT INTENDED TO SHOW EXACT LOCATIONS. THEY REPRESENT GENERAL LOCATIONS ONLY. AT OR ABOVE GRADE APPURTENANCES (SUCH AS FIRE HYDRANTS, VALVE BOXES, BLOW-OFFS, SAMPLING POINTS, ETC.) ARE NOT TO BE INSTALLED IN PAVED AREAS (INCLUDING SIDEWALKS) WITHOUT WRITTEN APPROVAL BY THE ENGINEER. FINAL LOCATIONS SHOULD BE ADJUSTED AS NECESSARY TO MEET THIS REQUIREMENT WITHOUT ALTERING INTENDED DESIGN.

DISRUPTION TO EXISTING SYSTEM OPERATION:

- 1. FDEP CLEARANCE, WHEN REQUIRED, MUST BE APPROVED AND IN HAND PRIOR TO ANY SCHEDULING REQUEST.
- 2. THE CONTRACTOR SHALL REQUEST HCUD TO SCHEDULE CONNECTION OPERATIONS SO AS TO KEEP CUSTOMER SERVICE DISRUPTION TO A MINIMUM. THE REQUEST TO HCUD SHALL BE MADE A MINIMUM OF 6 BUSINESS DAYS (THESE ARE THE DAYS BETWEEN AND HOLDING FROM MONDAY THROUGH FRIDAY, AND DO NOT INCLUDE PUBLIC HOLDAYS AND WEEKENDS) PRIOR TO THE PROPOSED TIME OF CONNECTION TO EXISTING UTILITIES SYSTEMS. THE UTILITIES DEPARTMENT WILL REQUIRE A PUBLIC SERVICE ANNOUNCEMENT (PSA) TO BE ISSUED FOR ALL SCHEDULED INTERRUPTION OF SERVICES LASTING FOUR (4) HOURS OR LONGER AND/OR AFFECTS 250 CUSTOMERS OR MORE. A SCHEDULED PSA MUST BE SUBMITTED BY UTILITIES STAFF TO THE COUNTY'S COMMUNITY RELATIONS DEPARIMENT NO LESS THAN ONE (1) WORK WEEK PRIOR TO THE INTERRUPTION OF SERVICE. HCUD SHALL DETERMINE, CREATE, AND APPLY THE CORRECT NOTIFICATION TO THE AFFECTED CUSTOMERS.
- THE CONTRACTOR SHALL BE READY TO PROCEED WITH AS MUCH MATERIAL PREASSEMBLED AS POSSIBLE AT THE SITE TO MINIMIZE THE LENGTH OF TIME OF SERVICE INTERRUPTION.
- HCUD SHALL POSTPONE A PRE-ARRANGED OR SCHEDULED PROCEDURE IF THE CONTRACTOR IS NOT PREPARED TO PROCEED ON SCHEDULE. ANY CANCELLATION IN THE SCHEDULE SHALL RESULT IN AN ADDITIONAL MINIMUM 6 BUSINEES DAY REQUEST.
- 5. COLLECTION TIE INS SHALL ONLY BE PERFORMED ON A TUESDAY THURSDAY NIGHT
- 6. DISTRIBUTION TIE INS SHALL ONLY BE PERFORMED ON A SUNDAY TUESDAY NIGHT
- TIMES FOR ALL NIGHTTIME WORK SHALL BE 10PM 6AM ALL REQUESTS WILL BE REVIEWED BY HCUD. HCUD MAY CHOOSE TO ELECT NEW DAYS AND TIMES TO BETTER SERVE THE END USER IN THE AREA OF THE SHUTDOWN.
- 8. ONCE A REQUEST IS SENT TO THE SENIOR PROJECT MANAGER OR OTHER DESIGNEE, AN EMAIL SHALL BE SENT TO ALL PARTIES TO REVIEW AND THEN APPROVE OR DENY WITH CAUSE.
- 9. PERSISTANT DELAYS AND/OR CANCELATIONS BY CONTRACTOR ONCE WORK IS SCHEDULED SHALL RESULT IN BILLING FROM HCUD PER APPROVED POLICY.
- 10. DOCUMENT PRESERVATION: ORIGINAL COPIES SHALL BE PROVIDED TO THE HCUD ENGINEERING ADMINISTRATIVE STAFF.

HERNANDO COUNTY NOTES

 A RIGHT OF WAY USE PERMIT IS REQUIRED FOR ANY WORK IN COUNTY RIGHT OF WAY, INCLUDING CONSTRUCTION ENTRANCES. RIGHT OF WAY USE PERMIT IS REQUIRED TO BE OBTAINED PRIOR TO ANY SITE DEVELOPMENT. APPROVED CONSTRUCTION PLANS (PERMITTED SET) AND M.O.T. (MAINTENANCE OF TRAFFIC PLAN) ARE REQUIRED TO APPLY FOR RIGHT-OF-WAY USE PERMIT. CONTACT DPW AT 352-754-4060 OR HTTP://WWW.HERNANDOCOUNTY.US/DPW/DEPARTMENTS/PUBLIC-WORKS/RIGHT-OF-WAY-PERMITS TO OBTAIN.

 THE CONTRACTOR IS TO SCHEDULE A PRE-CONSTRUCTION MEETING FIVE (5) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR MUST PROVIDE ALL RIGHT-OF-WAY SUBMITTALS TO DPW INSPECTOR FOR REVIEW AND APPROVAL A MINIMUM OF THREE (3) BUSINESS DAYS PRIOR TO PRE-CONSTRUCTION MEETING.

3. CONTRACTOR TO NOTIFY DPW INSPECTOR 48 HOURS PRIOR TO CONSTRUCTION IN THE COUNTY RIGHT-OF-WAY. DPW INSPECTOR UST BE PRESENT FOR ALL PAVING / PAVING ON COUNTY OWNED INFRASTRUCTURE. CONTACT DPW INSPECTORS AT 352-754-4060 OR EMAIL TO DPWRESOURCEOBECT@HERNANDDCOUNTY.US

4. CONTRACTOR SHALL PROVIDE 24 HOUR NOTICE TO LOCAL EMERGENCY SERVICES DEPARTMENTS WHENEVER CONSTRUCTION ACTIVITIES ARE EXPECTED TO IMPEDE NORMAL TRAFFIC FLOW.

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ENVIRONMENTAL PROTECTION NOTES

1. CONSTRUCTION EQUIPMENT SHALL NOT BE OPERATED IN WETLAND AREAS UNLESS SUCH CONSTRUCTION PRACTICES ARE APPROVED IN A PLAN OF OPERATION SUBMITTED TO THE ENGINEER & THE APPROPRIATE REGULATORY AUTHORITIES. WHERE CONSTRUCTION IS NECESSARY ACROSS OR ADJACENT TO WETLAND JURISDICTIONAL AREAS, SILT BARRIERS SHALL BE INSTALLED AS SHOWN ON THE PLANS. SILT BARRIERS SHALL BE CONSIDERED LIMITS OF CONSTRUCTION WITHIN OR ADJACENT TO JURISDICTIONAL AREAS.

2. CONSTRUCTION SHALL PROCEED SUCH THAT ALL STORMWATER FACILITIES WITHIN A WATERSHED AREA ARE IN PLACE AND OPERATIONAL PRIOR TO CONSTRUCTION OF IMPERVIOUS SURFACES WITHIN THAT AREA.

3. STAKED OR FLOATING SILT SCREENS OR SYNTHETIC HAY BALES, AS APPROPRIATE, SHALL BE UTILIZED AS SILT BARRIERS AND PLACED IN LOCATIONS SHOWN ON THE PLANS AND AT OTHER LOCATIONS AS REQUIRED TO KEEP SEDIMENT FROM REACHING WATER BODIES OR WETLAND AREAS. ONCE CONSTRUCTION IS COMPLETE AND FINISH GRADING / STABILIZATION HAS BEEN ACHIEVED, SILT BARRIERS SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE OWNER AND PRIOR TO FINAL ACCEPTANCE.

4. ALL FUGITIVE DUST SHALL BE CONTROLLED ON SITE. ONLY AREAS SCHEDULED FOR IMMEDIATE CONSTRUCTION SHALL BE CLEARED OR STRIPPED OF VEGETATION. WATERING OR OTHER PRIOR APPROVED MEANS OF DUST CONTROL SHALL BE EMPLOYED TO PREVENT THE EMANATION OF DUST FROM THE SITE. PERMANENT GRASSING, LANDSCAPING AND OTHER SITE WORK SHALL BE INITIATED AS SOON AS POSSIBLE.

5. ALL WATER COLLECTED AND PUMPED DURING TRENCH DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UPLAND AREAS INTO DOUBLE STAKED HAY BALES. DISCHARGE LOCATIONS SHALL BE A MINIMUM OF 75 FEET FROM THE NEAREST SURFACE WATER BODY OR WETLAND AREA, TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SOIL PARTICLES.

6. TEMPORARY STOCKPILES SHALL NOT BE LOCATED ADJACENT TO UNDISTURBED WETLANDS. ADDITIONALLY, STOCKPILES TO REMAIN FOR LONGER THAN 24 HOURS SHALL BE CONFINED BY SILT BARRIERS WHICH PREVENT RUNOFF SEDIMENTATION FROM ENCROACHING UPON WETLAND AREAS OR SURFACE WATER BODIES. STOCKPILES IN PLACE AND UNTOUCHED FOR 7 DAYS OR MORE TO HAVE VEGETATIVE COVER TO PREVENT WIND EROSION AND SEDIMENT DISPERSAL.

7. ALL TRASH AND CONSTRUCTION DEBRIS PRODUCED FROM THIS PROJECT SHALL BE COLLECTED BY THE CONTRACTOR DAILY. THESE MATERIALS SHALL BE STAGED OR CONTAINERIZED AS NECESSARY TO PREVENT ACCIDENTAL RELEASE. DISPOSAL OF SOLID WASTE MATERIALS SHALL BE IN ACCORDANCE WITH APPLICABLE MUNICIPAL, COUNTY AND STATE REGULATIONS.

8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING PORTABLE SANITARY WASTE UNITS ON-SITE FOR USE BY HIS EMPLOYEES DURING CONSTRUCTION.

9. THE CONTRACTOR SHALL MAINTAIN CONTROL OF ANY HAZARDOUS MATERIALS UTILIZED ON-SITE FOR CONSTRUCTION. STORAGE CONTAINERS, VEHICLES, ETC. WILL BE INSPECTED REGULARLY FOR LEAKAGE. A SPILL PREVENTION PLAN SHALL BE ESTABLISHED WHICH COVERS CLEANUP AND NOTIFICATION OF APPROPRIATE GOVERNMENT AGENCIES.

10. CONTRACTOR SHALL NOT REMOVE TREES WITHOUT APPROVAL OF THE LOCAL GOVERNING JURISDICTION. TREE PROTECTION SHALL BE IN ACCORDANCE WITH LOCAL GOVERNING AUTHORITY.

11. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING SITE EROSION AND SHALL NOT UNNECESSARILY REMOVE EXISTING VEGETATION OR ALTER EXISTING TOPOGRAPHY. THE CONTRACTOR SHALL PROVIDE ADDITIONAL SOD, SYNTHETIC HAY BALES, SAND BAGS OR SEED & MULCH, AS NECESSARY, TO ACHIEVE AN EROSION-FREE SITE (FREE FROM RUTTING, ETC.) TO THE LINES AND GRADES SHOWN IN THE PLANS UNTIL FINAL ACCEPTANCE. ALL SWALES AND SURFACES 4:1 OR STEEPER SHALL BE SODDED. ALL OTHER UNPAVED SURFACES WHICH EXPERIENCE UNDUE EROSION THAT CANNOT BE CONTROLLED BY OTHER MEASURES SHALL BE SODDED. ALL SOD SHALL BE ARGENTINE BAHIA UNLESS SPECIFICALLY SHOWN OTHERWISE IN THE CONTRACT DOCUMENTS. ALL SODDED SLOPES OVER 4:1, SHALL BE INSTALLED WITH SOD PEGS.

12. SOIL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED PRIOR TO CONSTRUCTION, MAINTAINED THROUGHOUT CONSTRUCTION AND UNTIL THE SITE IS PERMANENTLY STABILIZED. SEE SWPP / CSWMP NOTES AND DETAIL SHEETS FOR ADDITIONAL INFORMATION.

13. THE REMOVAL OF LITTORAL SHELF VEGETATION (INCLUDING CATTAILS) FROM WET DETENTION PONDS IS PROHIBITED UNLESS OTHERWISE APPROVED BY THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD). REMOVAL INCLUDES DREDGING, THE APPLICATION OF HERBICIDES, CUTTING AND THE INTRODUCTION OF GRASS CARP. ANY QUESTIONS REGARDING AUTHORIZED ACTIVITIES WITHIN THE WET DETENTION PONDS SHALL BE ADDRESSED TO THE REGULATION MANAGER OF SWFWMD'S LOCAL OFFICE.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF TEMPORARY SEDIMENT/EROSION CONTROL DEVICES WHEN NO LONGER NEEDED.

SPECIAL NOTES TO CONTRACTORS

1. UNLESS SPECIFIED OTHERWISE, CONTRACTOR SHALL FURNISH AND INSTALL ALL PROPOSED ITEMS SHOWN WITHIN THE CONSTRUCTION PLANS.

2. CONSTRUCTION EQUIPMENT AND MATERIAL TRANSPORT / STAGING IS THE RESPONSIBILITY OF THE CONTRACTOR, BOTH SHALL BE STAGED OUTSIDE THE CLEAR ZONE, AND NOT OBSTRUCT THE SITE DISTANCE OF ANY INTERSECTIONS OR DRIVEWAYS.

3. THE CONTRACTOR SHALL SUBMIT MAINTENANCE OF TRAFFIC PLANS TO APPROPRIATE REGULATORY AGENCIES HAVING JURISDICTION OVER IMPACTED ROADWAYS. CONSTRUCTION SHALL NOT COMMENCE WITHIN ROW UNTIL MOT APPROVALS FOR IMPACTED ROAD(S) ARE RECEIVED. CONTRACTOR SHALL ALSO NOTIFY LOCAL EMERGENCY SERVICES DEPARTMENTS WHENEVER CONSTRUCTION ACTIVITIES WILL IMPEDE NORMAL TRAFFIC FLOW.

4. CONTRACTOR SHALL PROVIDE ADDITIONAL COMPACTION TESTING IN ACCORDANCE WITH "HERNANDO COUNTY FACILITY DESIGN GUIDELINES", LATEST EDITION, ON ANY PIPE TRENCH WITHIN 7' OF COUNTY ROADWAY PAVEMENT.

5. A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT IS NOT PART OF THE PERMITTING OBTAINED WITH THIS PLAN SET. THEREFORE, THE CONTRACTOR IS ADVISED THAT AN NPDES CONSTRUCTION PERMIT MAY BE REQUIRED FOR THIS PROJECT AND THAT THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND ADHERING TO THIS PERMIT. REFER TO SUBSECTION 62-621., F.A.C. FOR ADDITIONAL INFORMATION. THE INFORMATION PROVIDED IN THE SWPPP NOTES AND DETAILS SHEETS ARE FOR COMPLIANCE WITH ENVIRONMENTAL RESOURCE PERMITTING UNDER CHAPTER 62-333, F.A.C. AND MAY BE USED AS A REFERENCE FOR COMPLIANCE WITH NPDES PERMITTING BUT ARE NOT NECESSARILY INCLUSIVE OF ALL NPDES REQUIREMENTS.

6. HERNANDO COUNTY HAS AN NPDES ORDINANCE REQUIRING COMPLIANCE ON ALL CONSTRUCTION SITES. (CH. 28, ARTICLE X, SEC. 28-341 TO 403)

7. THE INFORMATION PROVIDED IN THE SWPPP NOTES AND DETAILS SHEETS ARE FOR COMPLIANCE WITH ENVIRONMENTAL RESOURCE PERMITTING UNDER CHAPTER 62-333, F.A.C. AND MAY BE USED AS A REFERENCE FOR COMPLIANCE WITH NPDES PERMITTING BUT ARE NOT NECESSARILY INCLUSIVE OF ALL NPDES REQUIREMENTS.

8. A GEOTECHNICAL REPORT WAS PERFORMED BY TIERA FINDINGS OF THEIR SUBSURFACE INVESTIGATION AND RECOMMENDATIONS ARE PROVIDED IN THEIR REPORT DATED JULY 8, 2020. THE REPORT AND THEIR RECOMMENDATIONS ARE PART OF THE CONTRACT DOCUMENTS. CONTRACTOR TO READ AND FOLLOW THIS REPORT. INCLUDING, BUT NOT LIMITED TO, RETAINING A GEOTECHNICAL ENGINEER TO PROVIDE OBSERVATION AND TESTING OF RELATED CONSTRUCTION ACTIVITIES.

9. THE CONSULTANT, COASTAL ENGINEERING ASSOCIATES, INC., ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE GEOTECHNICAL RESULTS SHOWN ON THESE PLANS. A FULL REPORT IS AVAILABLE FROM THE ENGINEER.

10. HERNANDO COUNTY OWNED INFRASTRUCTURE CURRENT OR FUTURE; DEPARTMENT OF PUBLIC WORKS INSPECTOR MUST BE PRESENT TO PHYSICALLY VERIFY THE INSTALLATION OF ALL PIPE FITTINGS, BASE LAYERS, ASPHALT, CONCRETE, ETC., HAS BEEN DONE AS PER PLAN BEFORE BURYING. HOURS OF INSPECTIONS SHALL BE BETWEEN 8AM AND 4PM. IF DPW HAS NOT INSPECTED PRIOR TO BURYING THE CONTRACTOR WILL BE RESPONSIBLE FOR UNCOVERING FOR INSPECTION. CONTACT DPW INSPECTORS AT 352-754-4060 OR EMAIL DPWRESOURCEOBJECT BHERNANDOCQUINTY.US.

11. ALL AREAS INSIDE AND OUTSIDE THE PROJECT LIMITS, WHICH ARE DISTURB AS A RESULT OF THE PROJECT CONSTRUCTION, SHALL BE RESTORED TO ORIGINAL OR DESIGN GRADE AS APPLICABLE, AND SODDED AT THE CONTRACTORS EXPENSE, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

12. INDICATED LOCATION OF UNDERGROUND UTILITIES, STRUCTURES AND FACILITIES IS APPROXIMATE AND REFLECTS THE BEST INFORMATION AVAILABLE FROM SURVEYS AND AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND EXTENT OF UNDERGROUND FACILITIES PRIOR TO PROCEEDING WITH ANY CONSTRUCTION ACTIVITY WHICH MAY AFFECT SUCH FACILITIES, THE CONTRACTOR IS HEREBY ADVISED THAT SOME EXISTING UTILITIES MAY BE HAZARDOUS IF DAMAGED. IT ITS THE CONTRACTORS RESPONSIBILITY TO CONTACT 811 PRIOR TO BEGINNING CONSTRUCTION.

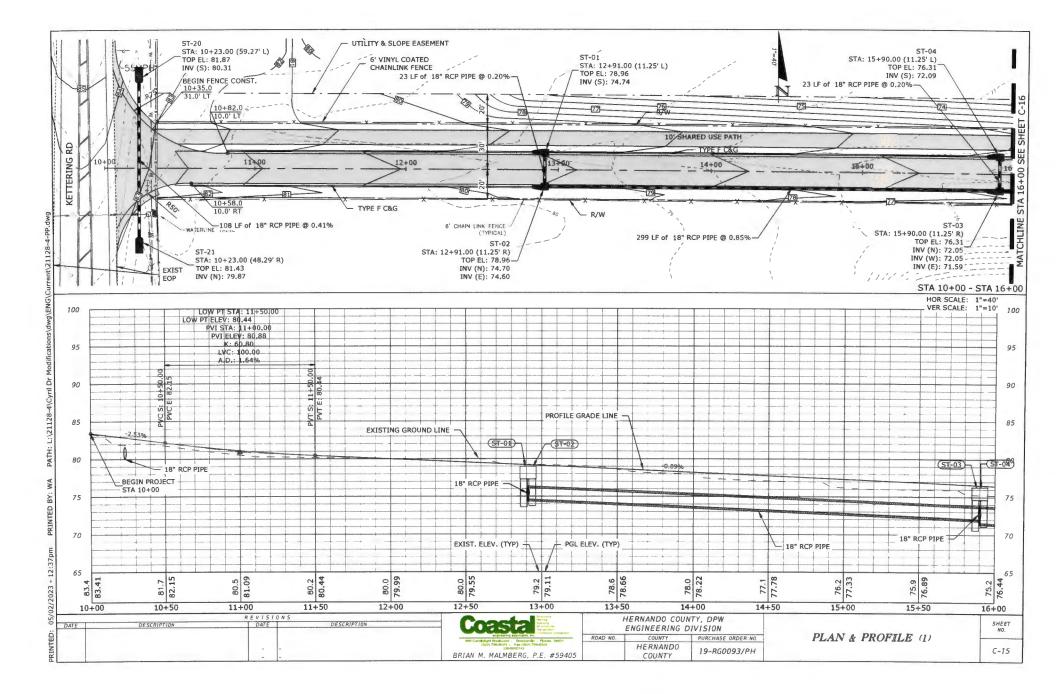
13. CAUTION MUST BE GIVEN TO LOCATE EXACT DEPTH OF ALL HCUD UTILITIES. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST AT NO ADDITIONAL COMPENSATION IF DEPTH IS INSUFFICIENT AS DETERMINED BY HCUD.

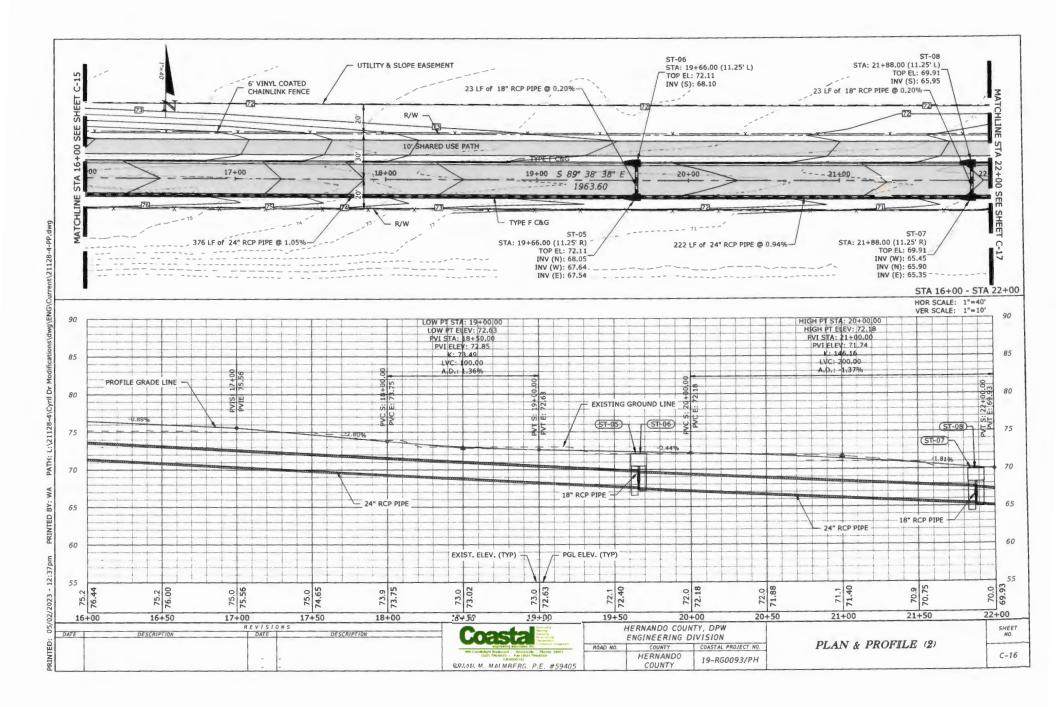
14. CONTRACTOR SHALL PROVIDE THE REQUIRED FIELD DENSITY TEST ON EACH LIFT FOR EVERY 500' OF PIPE PLACED. (HCUD SPECIFICATION - SECTION 3.12.2.1.1.10.3 FOR FORCE MAINS AND WATER MAINS.

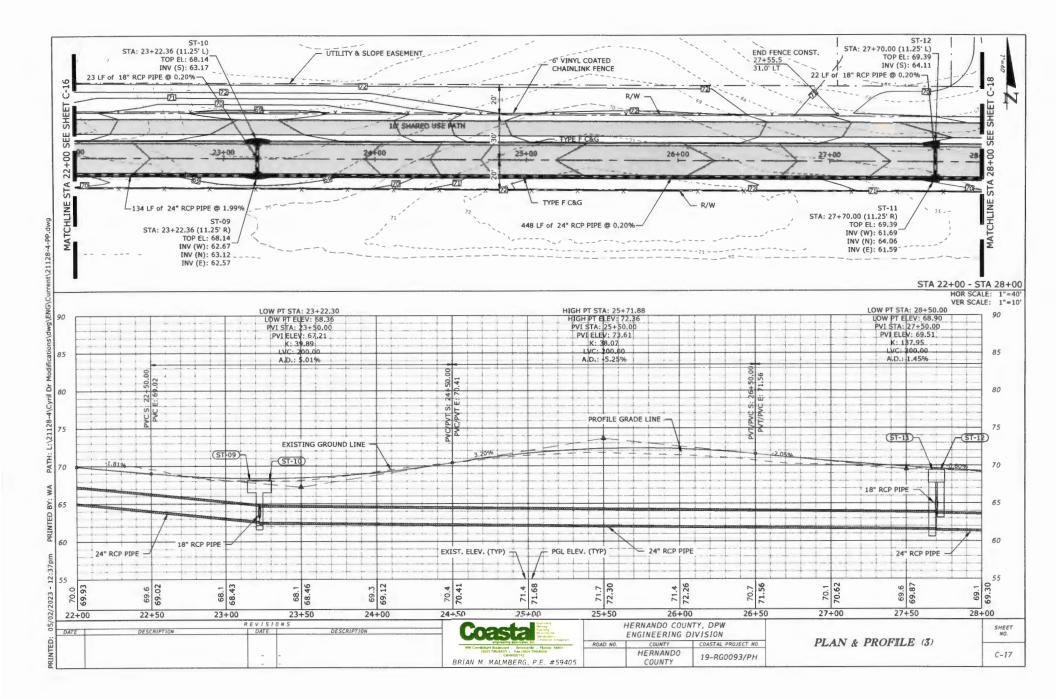
15. CONTRACTOR SHALL COMPLY WITH OSHA'S STANDARDS 1926-1400 FOR VERTICAL AND HORIZONTAL CLEARANCES TO THE OVERHEAD DISTRIBUTION AND TRANSMISSION POWER LINES.

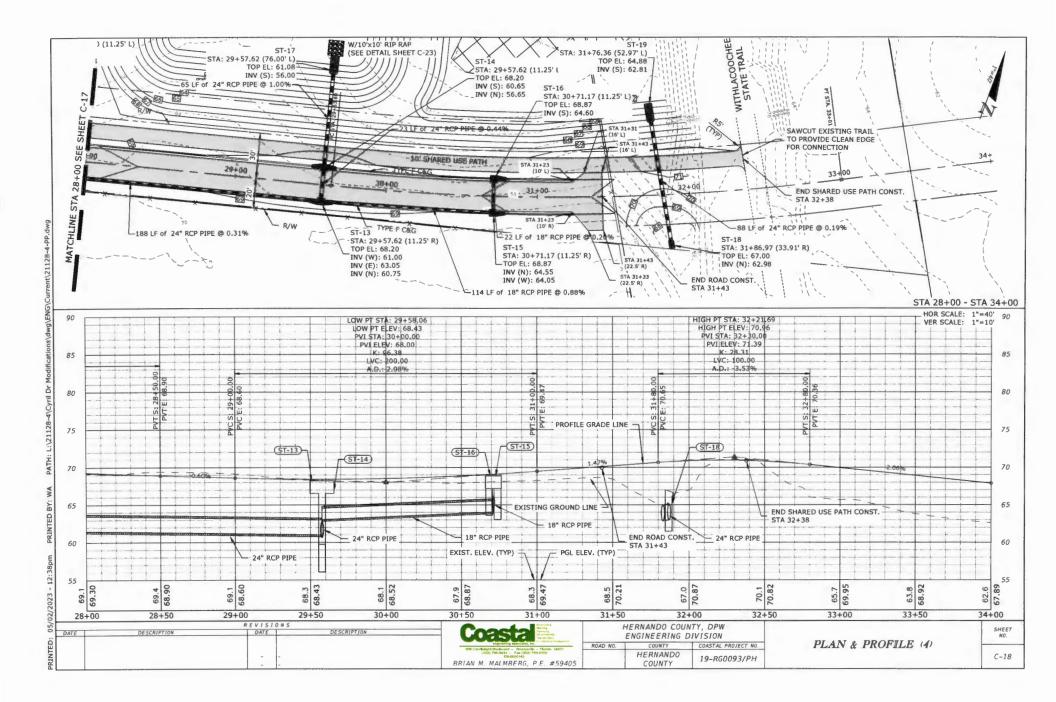
16. ALL AFTER HOUR WORK REQUESTS MUST BE SUBMITTED TO HCUD A MINIMUM OF 6 BUSINESS DAYS (NOT INCLUDING PUBLIC HOLIDAYS AND WEEKENDS) PRIOR TO THE PROPOSED WORK. THE REQUEST MUST FOLLOW HCUD'S REVISED SCHEDULED AFTER-HOURS WORK REQUEST SOP DATED 3-26-18 (OR LATEST REVISION). IF AFTER HOURS WORK IS PROPOSED CONTACT HCUD TO RECEIVE THE REVISED SOP PRIOR TO REQUESTING AFTER HOURS WORK.

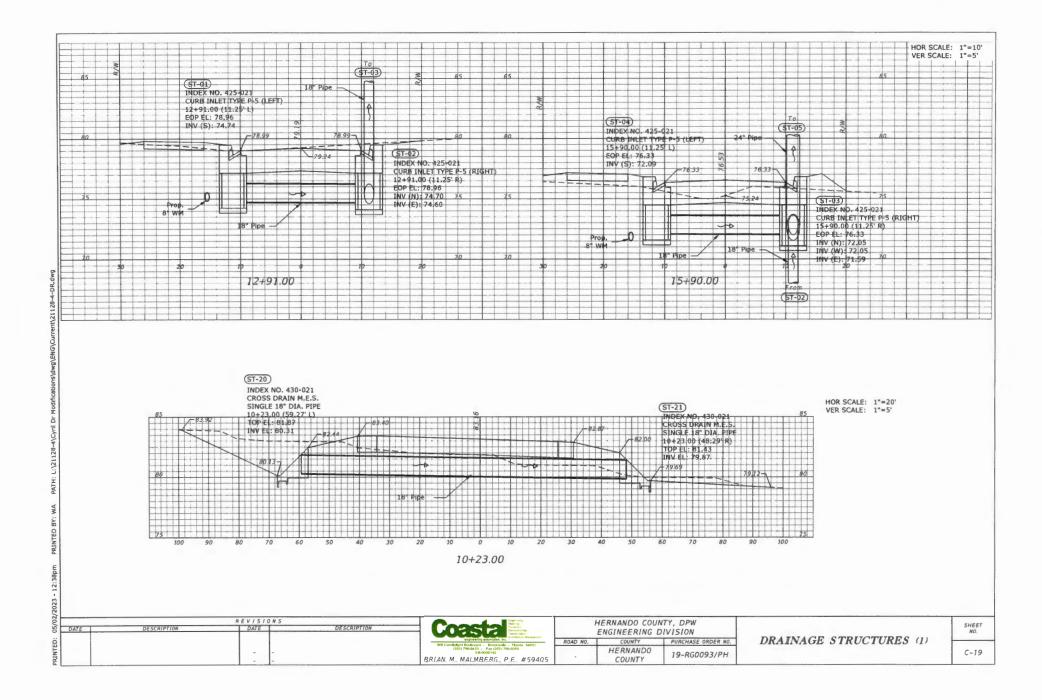
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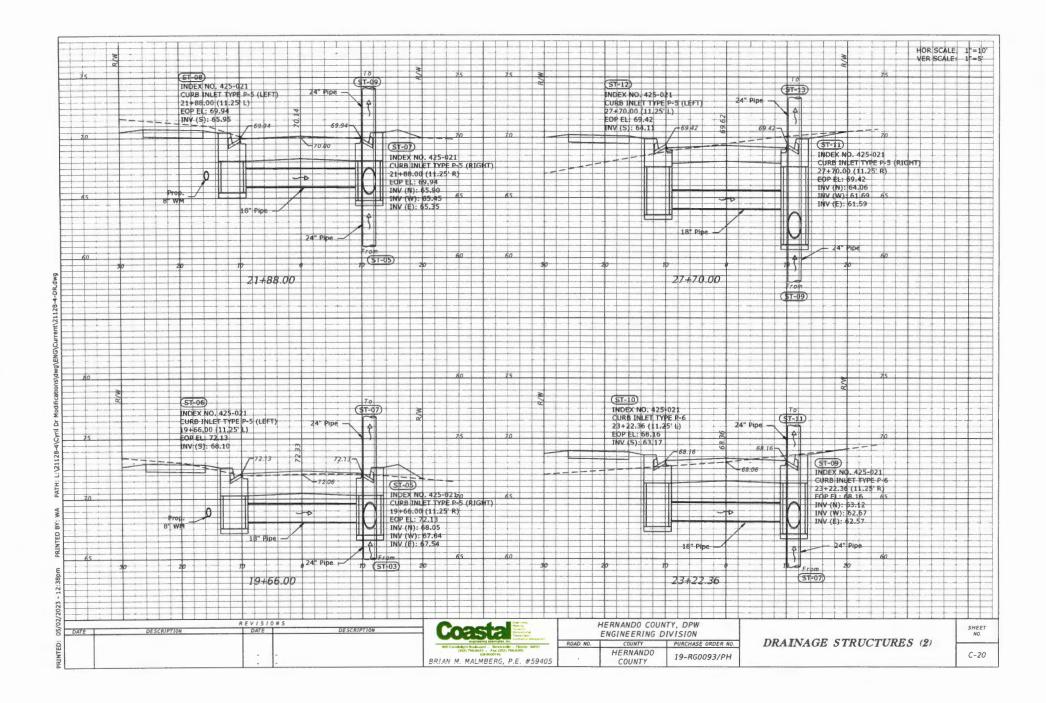


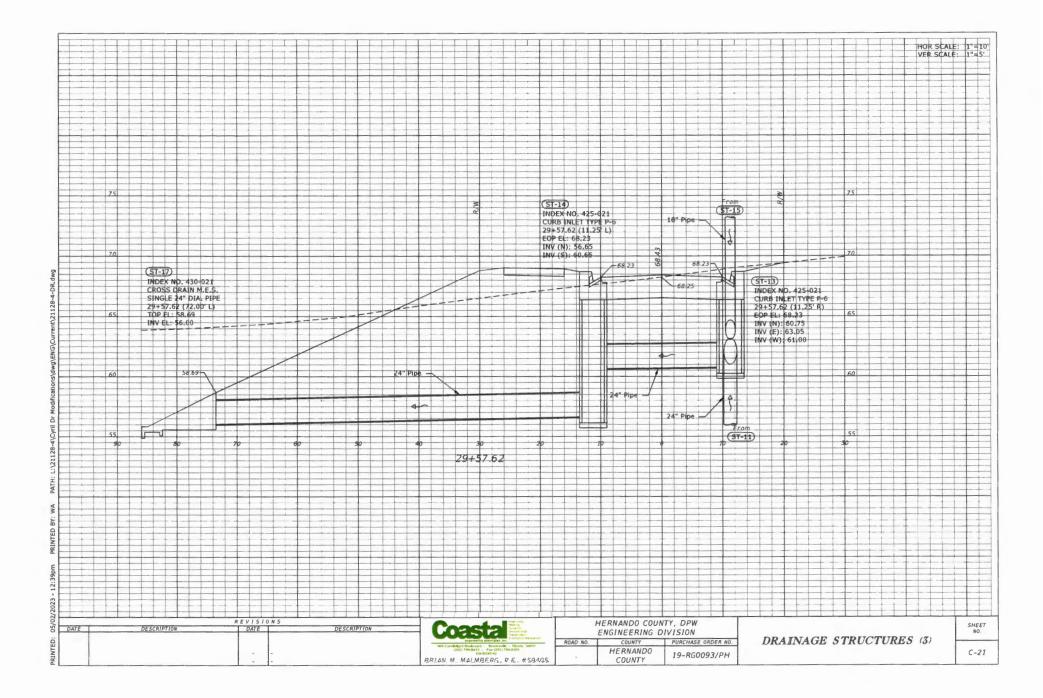


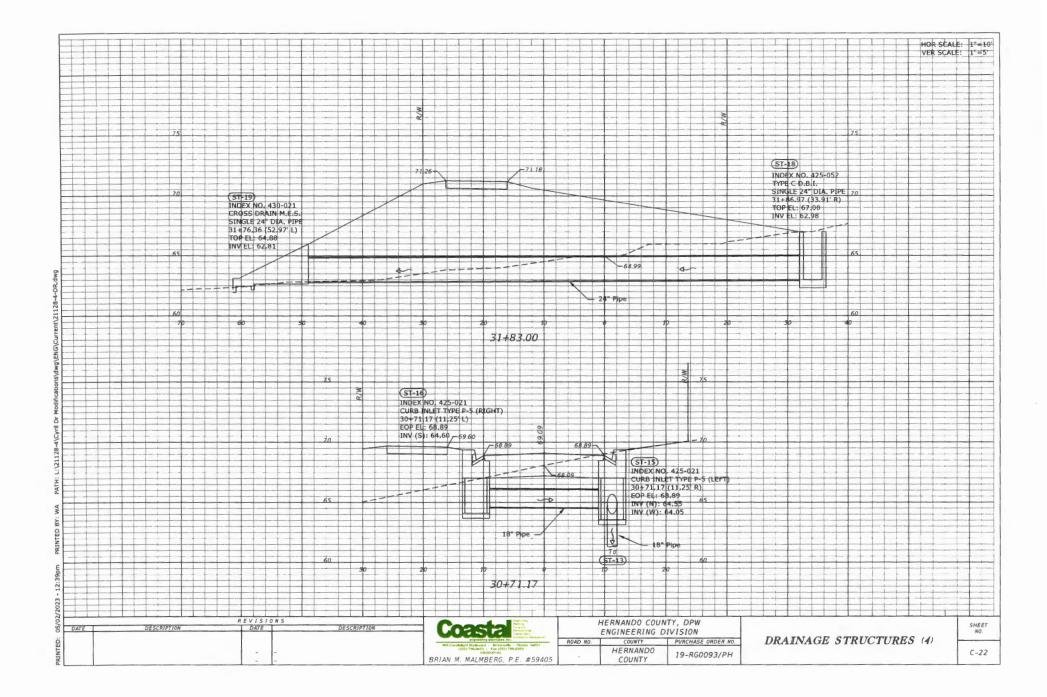


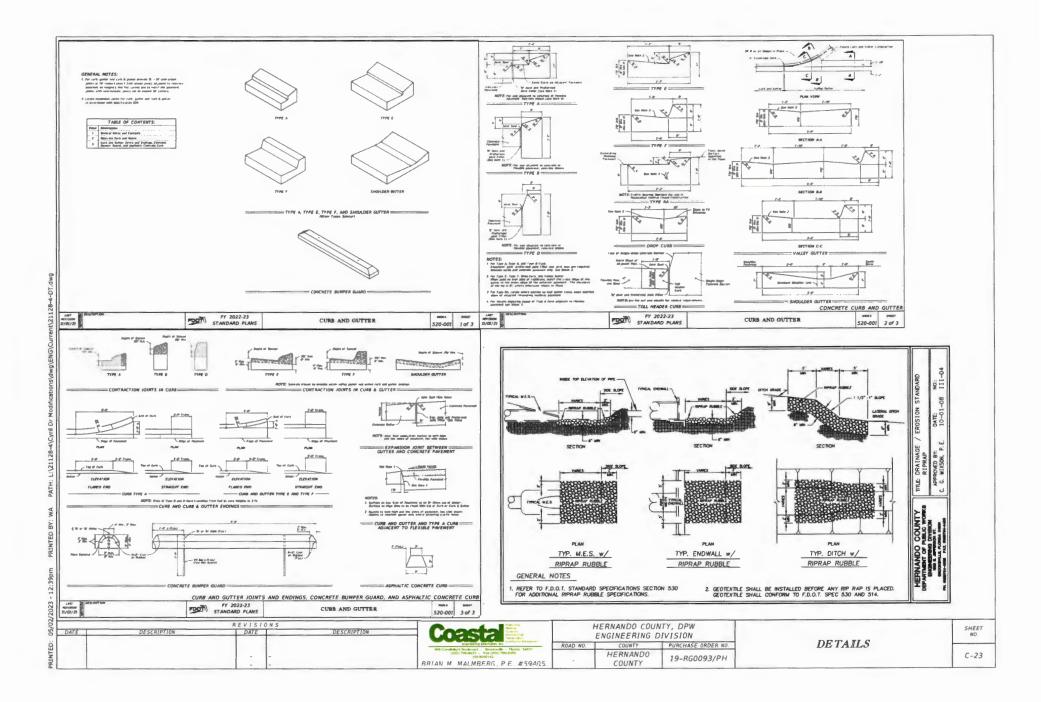


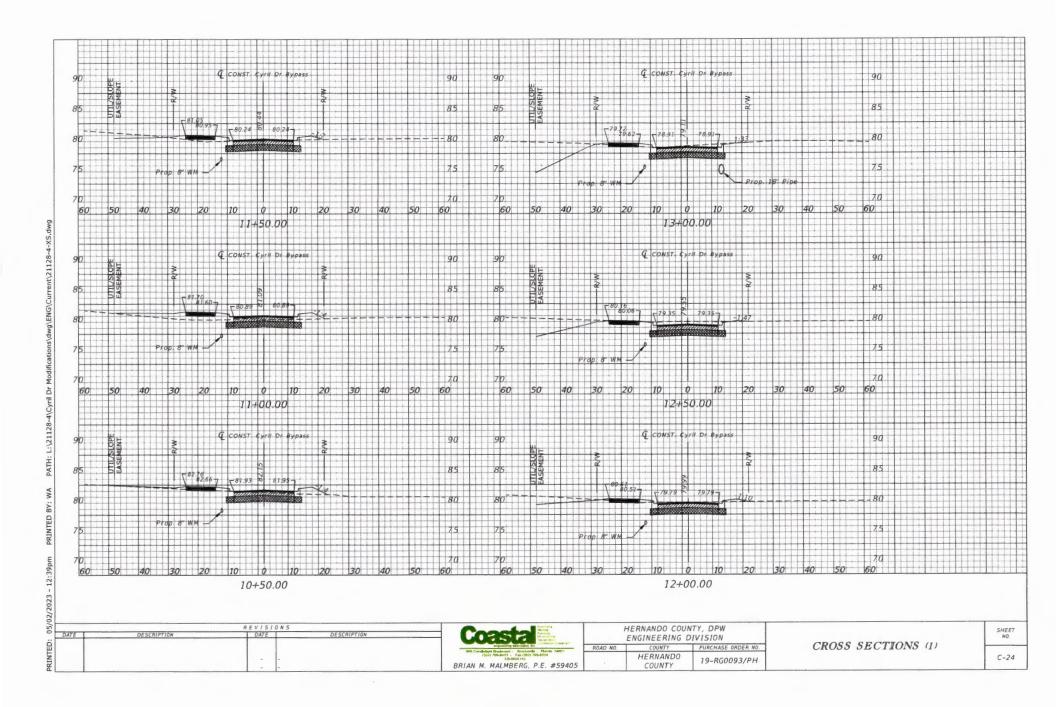


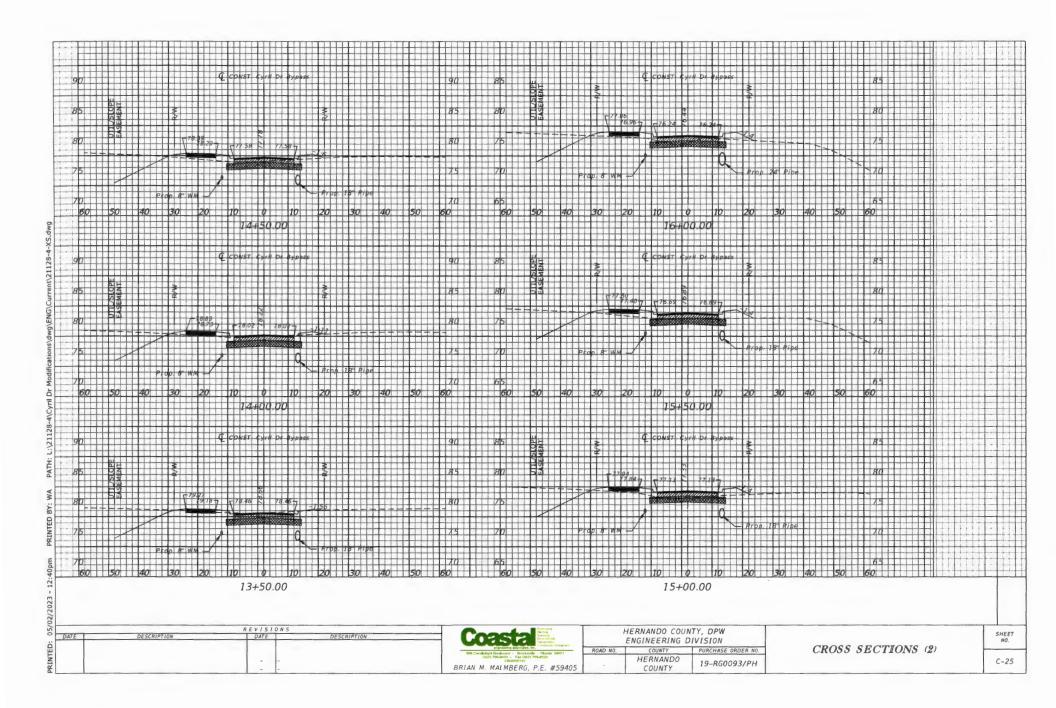


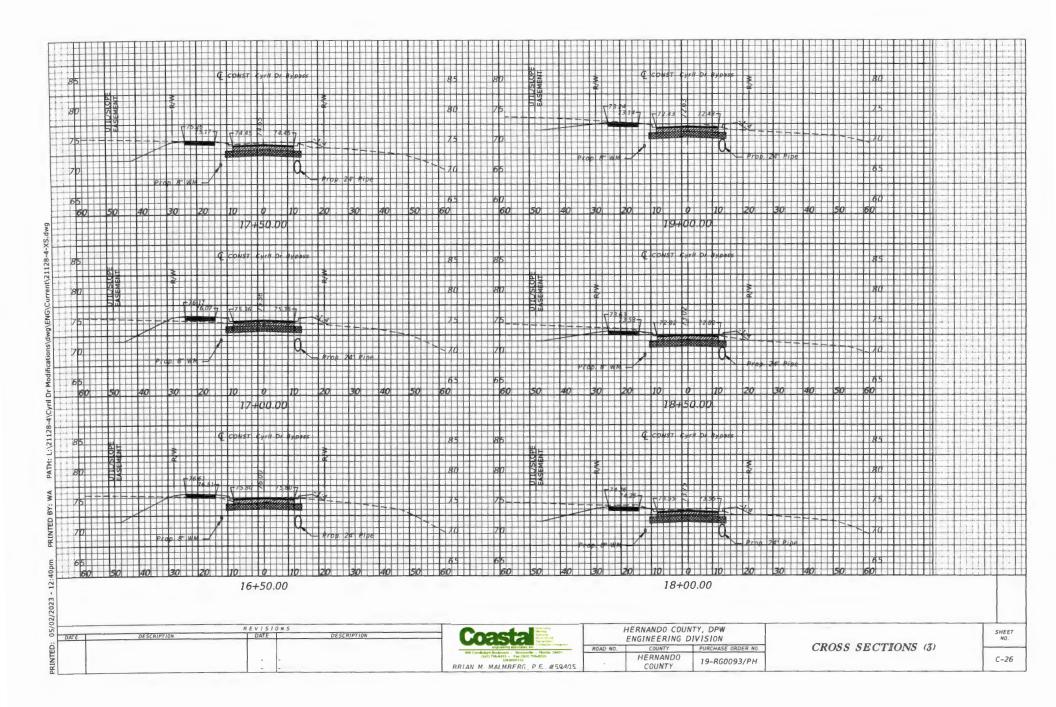


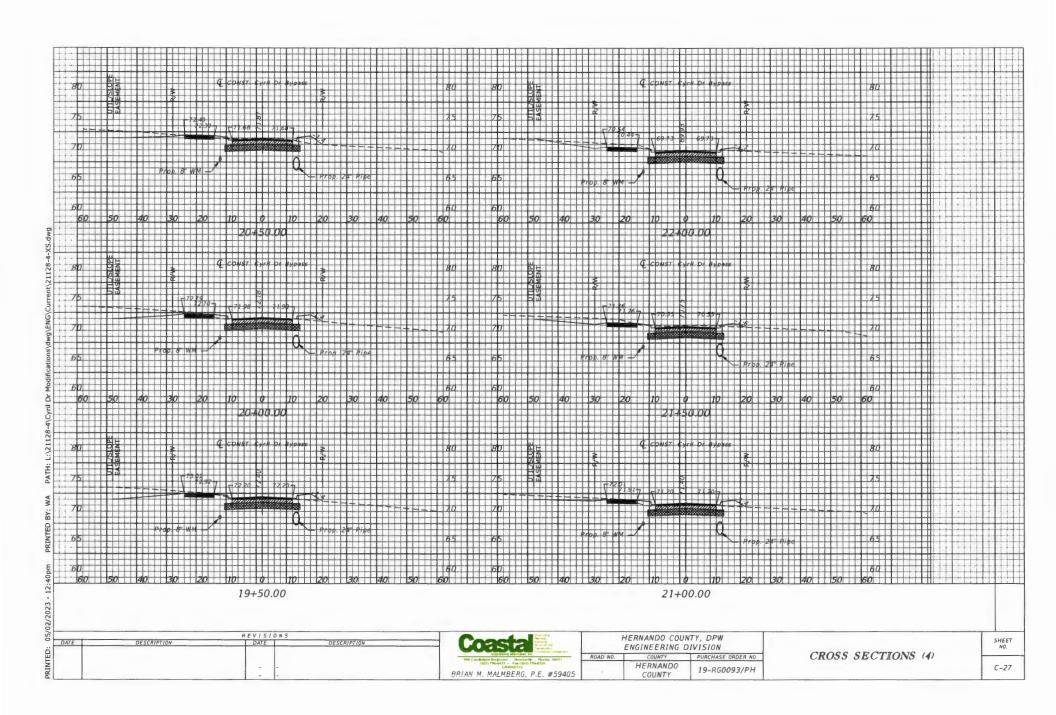


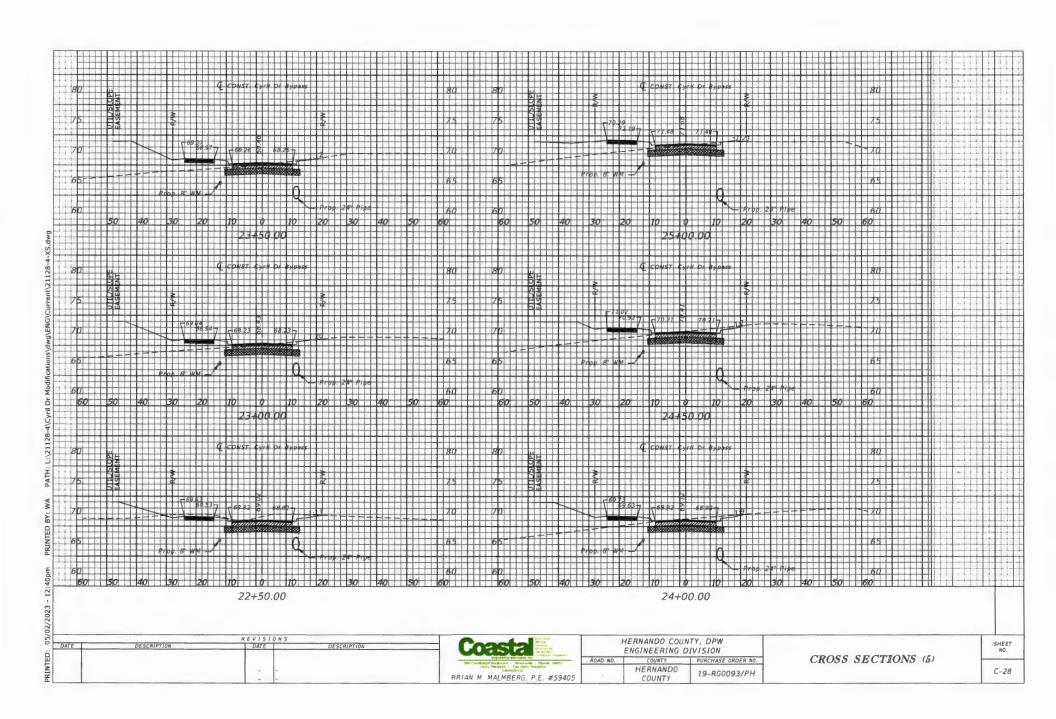


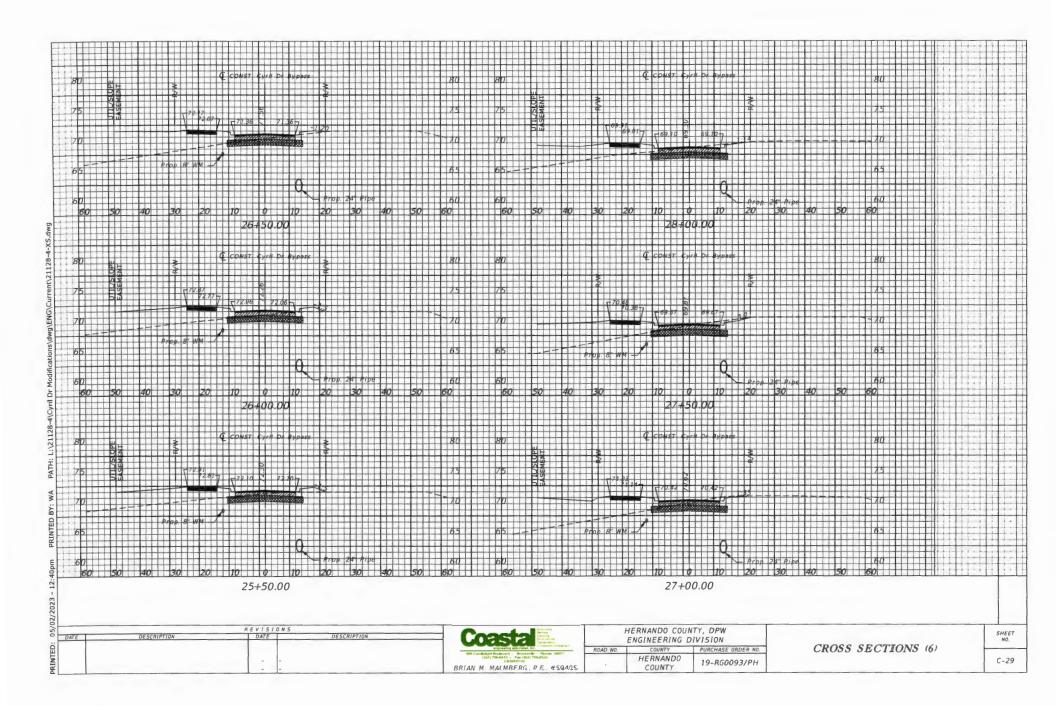


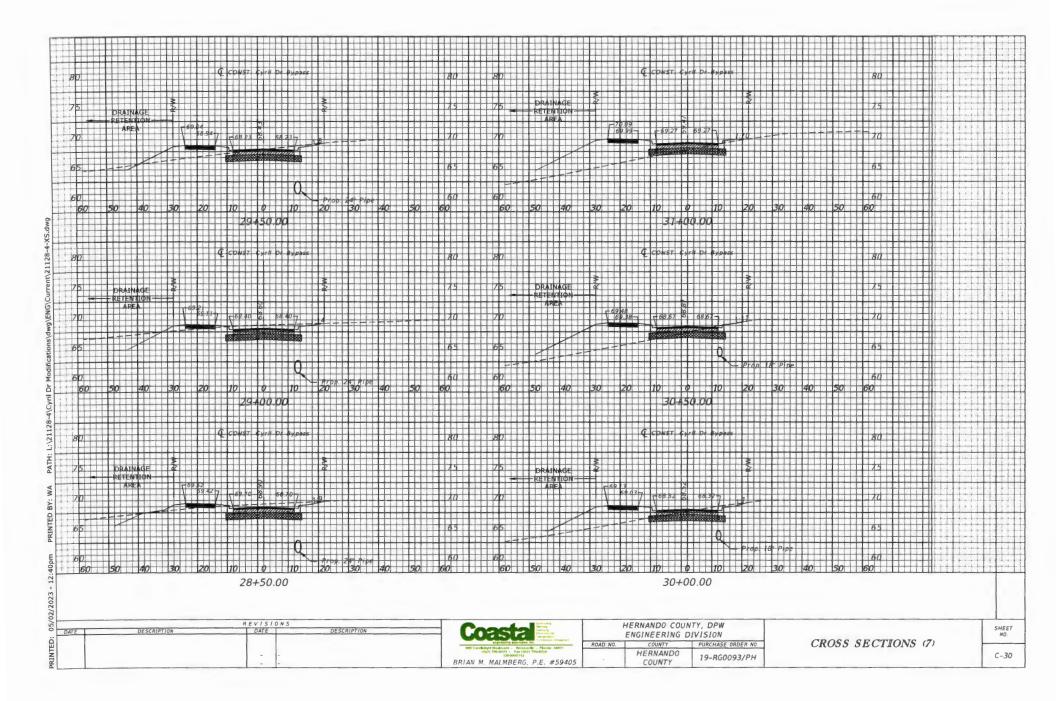


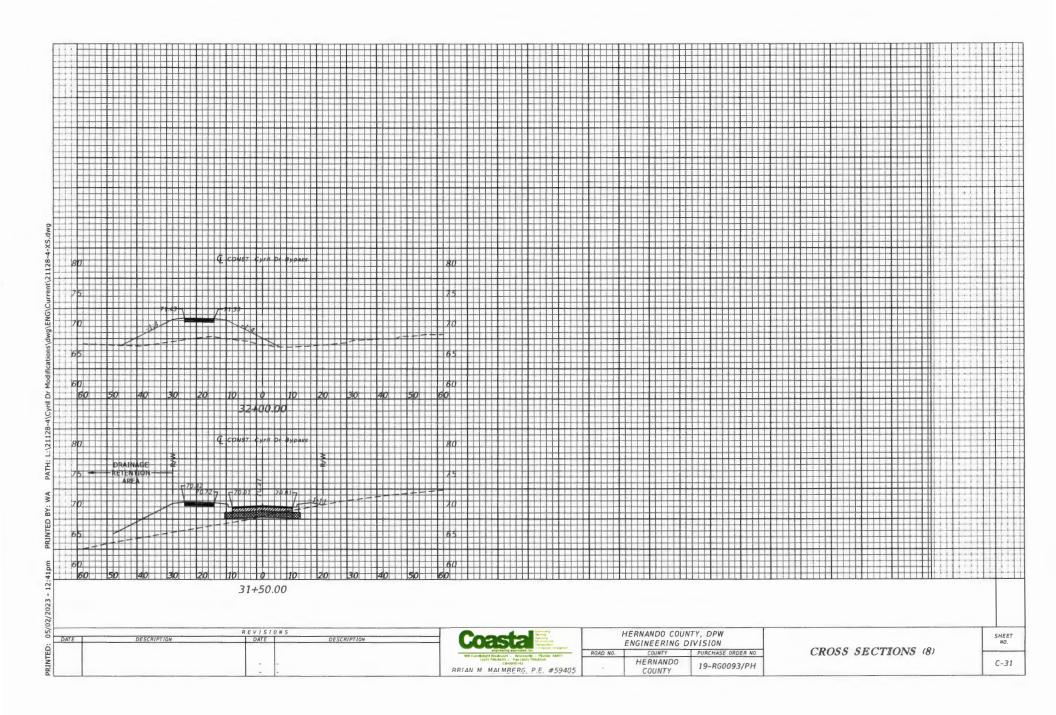












REGULATORY REQUIREMENTS FOR CONSTRUCTION PROJECTS INCLUDE:

ENVIRONMENTAL RESOURCE PERMIT (ERP) CONSTRUCTION SURFACE WATER MANAGEMENT PLAN

 PURPOSE:
 PREVENT EROSION AND SEDIMENT DEPOSIT IN WETLANDS/SURFACE WATERS OR ADJACENT PROPERTIES. PREVENT OFFSITE FLOODING. PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS.

 REGULATORY AGENCY:
 STATE OF FLORIDA WATER MANAGEMENT DISTRICTS

 APPLIES TO:
 ALL CONSTRUCTION PROJECTS UNLESS SPECIFICALLY EXEMPT BY RULE.

 RESPONSIBLE ENTITY:
 ENVIRONMENTAL RESOURCE PERMITTEE SHALL BE RESPONSIBLE FOR ENSURING COMPLIANCE.

 REQUIREMENTS:
 ALL PERMITTED PROJECTS SHALL PREPARE AND MAINTAIN A CONSTRUCTION SURFACE WATER

REQUIREMENTS: ALL PERMITTED PROJECTS SHALL PREPARE AND MAINTAIN A CONSTRUCTION SURFACE WATER MANAGEMENT PLAN (CSWMP) IN ACCORDANCE WITH F.A.C. 40D RULES, PART B, BASIS OF REVIEW, SECTION 2.8.

MAJOR COMPONENTS OF THE CSWMP

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SITE PLAN.
 TOPOGRAPHY AND HYDROLOGIC DATA
 CONSTRUCTION DETAILS.
 PROCEDURES TO CONTROL EROSION AND SEDIMENTATION.
 PROCEDURES FOR STORMWATER MANAGEMENT.
 MAINTENANCE PROCEDURES.
 INSPECTION RECORDS.

SEE "THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL", (LATEST EDITION) FOR ADDITIONAL INFORMATION, AND

CHAPTER 6, "THE FLORIDA DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT".(FDEP 1988)

CONSTRUCTION SURFACE WATER MANAGEMENT RESPONSIBLE ENTITY

NOTE TO CONTRACTOR: A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT IS NOT PART OF THE PERMITTING OBTAINED WITH THIS PLAN SET. THEREFORE, THE CONTRACTOR IS ADVISED THAT AN NPDES CONSTRUCTION PERMIT MAY BE REQUIRED FOR THIS PROJECT AND THAT THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND ADHERING TO THIS PERMIT. REFER TO SUBSECTION 62-621., F.A.C. FOR ADDITIONAL INFORMATION.

THE INFORMATION PROVIDED IN THE EROSION CONTROL NOTES AND DETAILS SHEETS ARE FOR COMPLIANCE WITH ERVIRONMENTAL RESOURCE PERMITTING UNDER CHAPTER 62-333, F.A.C. AND MAY BE USED AS A REFERENCE FOR COMPLIANCE WITH NPDES PERMITTING BUT ARE NOT NECESSARILY INCLUSIVE OF ALL NPDES REQUIREMENTS.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)

PURPOSE:	PREVENT THE DISCHARGE OF POLLUTANTS ASSOCIATED WITH CONSTRUCTION ACTIVITIES TO SURFACE WATERS OF THE STATE.
REGULATORY AGENCY:	EPA AND STATE OF FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION
APPLIES TO:	ALL CONSTRUCTION PROJECTS DISTURBING ONE (1) OR MORE ACRES OF LAND UNLESS SPECIFICALLY EXEMPT BY RULE.
RESPONSIBLE ENTITY:	THE "OPERATOR" AS DEFINED IN F.A.C. 62-621.300(4)(a) SHALL BE RESPONSIBLE FOR ENSURING COMPLIANCE. TYPICALLY THE CONTRACTOR SHALL BE OPERATOR AND FILE NPDES NOTICE OF INTENT (NOI).
REQUIREMENTS:	ALL NON-EXEMPT PROJECTS SHALL PREPARE AND MAINTAIN A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH F.A.C. 62-621. THE SWPPP SHALL BE COMPLETED PRIOR TO SUBMITTAL OF THE NOI AND MAINTAINED THROUGH THE LENGTH OF PROJECT.
MAJOR COMPONENTS OF THE SW 1) SITE PLAN. 2) TOPOGRAPHY AND HYDROLOG 3) CONSTRUCTION DETAILS.	SIC DATA

4) PROCEDURES TO CONTROL EROSION AND SEDIMENTATI

5) MEASURES TO CONTROL OTHER POLLUTANTS.

7) INSPECTION RECORDS.
 8) OPERATOR CERTIFICATION.

SEE "GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES", (LATEST EDITION) FOR ADDITIONAL INFORMATION.

COMPLIANCE WITH NPDES GENERAL PERMIT CONDITIONS FOR CONSTRUCTION SITES SHALL BE THE CONTRACTOR'S RESPONSIBILITY INCLUDING SUBMITTAL OF THE NPDES NOTICES OF INTENT (NOI) AND TERMINATION (NOT) TO FDEP IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS.

CONTRACTOR IS ADVISED THAT THIS CONSTRUCTION PLAN SET DOES NOT FULFILL ALL REQUIREMENTS OF THE SWPPP. TO ENSURE COMPLIANCE, ADDITIONAL ITEMS TO BE SUPPLIED AND MAINTAINED ON SITE BY THE CONTRACTOR SHALL INCLUDE:

1. Certification Statement.

In accordance with F.A.C. 62-621.305 all documents related to the NPDES Permit, including Contractor's SWPPP, shall contain the following statement "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information is, to the best of my knowledge and belief, true accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".

2. Subcontractor's Statement.

In accordance with Document 62-621.300(4)(a), any subcontractors responsible for SWPPP activities shall sign a copy of the following statement "I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder". Certifications are to include name and title of person providing signature, as well as, name, address and telephone number of the contracting firm, and date certification is made.

3. Records.

Contractor's SWPPP shall contain Records of all inspections and maintenance activities as required by permit. A copy of the NOI shall also be kept with the SWPPP. Records are to be maintained for no less than 3 years after final stabilization of the site.

4. Ammendments

Contractor's SWPPP shall include any modifications to the "Plan" as may be required to address such items as specific construction phasing, changes to controls made in the field, or changes in responsible personnel.

The following documents may be consulted for additional guidance:

WWW.DEP.STATE,FL.US/LEGAL/RULES/SHARED/62-621/62-621.PDF

WWW.DEP.STATE.FL.US/WATER/STORMWATER/NPDES/DOCS/SWPPPTRAINING.PDF

OR FDEP CAN BE CONTACTED AT 1-850-245-7522 FOR ANY NPDES PERMIT REQUIREMENTS.

INFORMATION CONTAINED IN THESE CONSTRUCTION PLANS IS INTENDED TO PROVIDE A STARTING POINT FOR THE CSWM AND SWOP PLANS. IN ORDER TO FULLY COMPLY WITH ALL ASPECTS OF CSWMP AND SWPPP REQUIREMENTS, ADDITIONAL ITEMS SHALL BE PROVIDED BY THE RESPONSIBLE ENTITY TO INCLUDE: INSPECTION RECORDS, UPDATES / MODIFICATIONS, AND CERTIFICATIONS.

REFERENCES MADE TO THE "PLAN" IN THE FOLLOWING NOTES REFERS BOTH TO THE CSWMP AND SWPPP AND SHALL BE INTERCHANGEABLE. THE "PLAN" COMPONENTS PROVIDED BY THE ENGINEER INCLUDE SITE DATA, STORMWATER MANAGEMENT EROSION/SEDIMENT CONTROL INSTRUCTIONS, DETAILS, AND NOTES AS PRESENTED THROUGHOUT THIS CONSTRUCTION PLAN SET.

"PLAN" AMENDMENTS

THE PLAN SHALL BE AMENDED WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS TO SURFACE WATERS OF THE STATE OR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4). THE PLAN ALSO SHALL BE AMENDED IF IT PROVES TO BE INEFFECTIVE OR TO INDICATE ANY NEW CONTRACTOR AND/OR SUBCONTRACTOR IMPLEMENTING CONTROL MEASURES. ALL AMENDMENTS SHALL BE SIGNED, DATED, AND KEPT AS ATTACHMENTS TO THE ORIGINAL PLAN.

/202	6) MAINTENANCE PROCEDURES.					
20/50	DATE DESCRIPTION DATE	DESCRIPTION COOSTON Parks	HERNANDO C ENGINEERIN			SHEET
RINTED:		Million Control Contro	ROAD NO. COUNTY HERNANDO	PURCHASE ORDER NO.	EROSION CONTROL (1)	C-32

	SITE DATA		NSTRUCTION ACTIVITIES
	PROJECT NAME: CYRIL DR BYPASS PROJECT DESCRIPTION: COUNTY ROAD	1.	Sequence of Major Soil Disturbing Activities For each construction phase clear and grub as necessary for installation of perimeter controls only. Install perimeter controls before beginning other land disturbing activities. Remove perimeter controls only after all upstream areas are stabilized.
	LOCATION: S 04 T 23S R 21E	A B.	Clearing, grubbing and earthwork for ponds (unless approved otherwise). Clearing, grubbing and earthwork for swales.
	PROJECT SIZE: <u>±</u> 8.08 AC SIZE OF DISTURBED AREA: <u>± 8.08 AC</u>	С. D.	Clearing and grubbing for utility installation.
	SITE MAP: SEE CONSTRUCTION PLANS COVER SHEET EXISTING TOPOGRAPHY: SEE DEMOLITION SHEETS	E. <i>F.</i> G.	Clearing, grubbing and earthwork associated with pavement and buildings. Complete site work. Remove erosion control measures prior to final demobilization.
	PROPOSED TOPOGRAPHY: SEE CONSTRUCTION PLANS PLAN & PROFILE SHEETS	2.	Areas of Soil Disturbing Activities Any areas where permanent features are shown to be constructed shall be disturbed.
	PREDEVELOPMENT DRAINAGE MAP: SEE FIGURE 6 OF THE SWERP	3,	Areas to be Stabilized All areas disturbed during construction shall be stabilized unless specifically shown otherwise.
	POST-DEVELOPMENT DRAINAGE MAP: SEE CONSTRUCTION PLANS DRAINAGE MAP SHEETS	<u></u>	INTROLS
	SCS SOIL DATA: # NAME HSG	The	e following discussion defines general guidelines for the use of erosion/sediment controls and stabilization.
	# NAME HSG 14 CANDLER A	1.	Temporary and permanent stabilization practices.
	ADDITIONAL DATA INCLUDING GEOTECHNICAL STUDY AND STORMWATER MANAGEMENT REPORT ARE AVAILABLE FROM THE ENGINEER.		A. Temporary Sodding: Install at the limits of phasing in all locations where construction activities have ceased and the likelihood of erosion is high.
-EC.dwg	RUNOFF COEFFICIENTS: PREDEVELOPMENT C VALUE = 0.1 UNPAVED		8. Temporary Grassing: Install at all locations where construction activities has temporarily stopped for a period to exceed 14 days.
\21128-4	POST-DEVELOPMENT C VALUE = 0.1 UNPAVED = 0.5 WITHIN PAVED R/W		C. Permanent planting, sodding and seeding: All disturbed areas not paved will ultimately receive permanent sodding, seed or mulch unless specifically shown otherwise in plans.
S\Current	 0.6 DEVELOPED LOTS DISCHARGE POINTS AND RECEIVING WATER OR MS4 (UP TO 100 YR / 24 HR EVENT) 	2.	Intended to divert, store, retain or otherwise limit storm water flow. Structural controls shall be installed prior to any earthwork
dwg/ENG	CLOSED BASIN NO OFF-SITE DISCHARGE		or construction activity. A. Silt Fence:
Dr Modifications/	WATER MANAGEMENT DISTRICT RAINFALL DATA: 2.3 YR / 24 HR = 4.7 INCHES 5 YR / 24 HR = 5.6 INCHES 10 YR / 24 HR = 7.5 INCHES 25 YR / 24 HR = 9.5 INCHES 100 YR / 24 HR = 12.8 INCHES		Shall be used - around the perimeter of project area, - around wetlands or other surface waters, - where existing ground slopes away from the project, - or wherever there is potential for sediment to migrate offsite. Typical useful life of silt fence is 6 months.
4\Cyri			Sheet flow areas may require additional silt fence.
1128-			NOTE: Additional silt fence may also be required to designate limits of construction, protect trees, or satisfy local development requirements. Stockpile areas shall include silt fence around the perimeter.
PATH: L:\21128-4\Cyril Dr Modif			B. Synthetic Hay Bales May be used as temporary sediment barrier. The useful life of synthetic hay bales depends on exposure to ultra-violet light but is typically 3 months.
- 1			C, Rock Bags May be used as temporary measure for inlet protection. Primary use shall be around curb type inlets.
PRINTED BY: WA			D. Turbidity Barriers Shall include staked or floating type, as required, wherever there is a point source discharges from project area to surface water. Typical useful life of staked turbidity barriers is 6 months.
		3.	Sediment Basins for areas disturbing 10 acres or more. Sumps or traps are required to provide 3,600 cu ft of storage per acre drained. When discharge is to an Outstanding Florida Waterway, Storage must be sufficient to accommodate the 10 year / 24 hour storm.
02/2023 - 12:41pm			Requirement for sediment trap may be satisfied by utilizing the project storm water ponds. If so, Ponds shall be cleaned of excess sediment prior to final acceptance.
05/02/	DATE DESCRIPTION DATE DESCRIPTION	da .	HERNANDO COUNTY, DPW ENGINEERING DIVISION
PRINTED:		Average associates, Inc. Average - Brockwelle - Florida Set01 -9423 - Fax (352) 759-8350 Eth-0000142 LMBERG, P.F. #5940	EROSION CONTROL (2) HERNANDO He
ä	DRIAN M. MAL	EMPERA. F.F. #1940	

4.	Permanent storm water management controls. As individual phases of construction are performed, permanent control structures shall be installed.	MAINTENANCE					
5.	Other Pollutant Controls.	The Contractor shall be responsible for daily inspection and maintenance of all control devices throughout the construction phase and removal of control devices when no longer necessary.					
As 5. Ottl A. Thi and B. Loo me C. Ap D. Sto Con Sto Sto Sto Sto Sto Sto Sto Sto	A. Waste Disposal: The Contractor shall be responsible for maintaining field records of their SWPPP activities including disposal of construction debris	The following practices shall be used to maintain controls.					
	and waste.	1. The Contractor shall maintain rain gages on the project site and keep a record of daily rainfall.					
	The Contractor shall provide litter control and collection within the project boundaries during construction activities. Any fertilizer, hydrocarbon, or other chemical containers shall be disposed of by the contractor according to CPA standard practices as detailed by the manufacturer. No solid materials including building and construction debris shall be placed in, or discharged to, wetlands,	The Contractor shall check and ensure proper operation of the controls. If a repair is necessary, it shall be initiated within 24 hours of the inspection.					
Th an Th by this B. Lo C. Ap D. Stic Stic Stic Stic sh or Stic an E. Stic Stic Stic Stic Stic Stic Stic Stic	surface waters or buried on site.	3. Built-up sediment shall be removed when it has reached 1/3 the height of barrier.					
	B. Offsite Vehicle Tracking: Loaded haul trucks shall be covered by a tarpaulin. In addition, the Contractor shall utilize one or more of the following acceptable	4. Any controls which are not functioning as intended shall be repaired or replaced.					
The Contracto and waste. The Contracto hydrocarbon, the manufacto surface water B. Offsite Veh Loaded haui ti methods of co 1. Exces 2. Soil T 3. Contr activitie C. Herbicides Application ra D. Toxic Subs Storage, appli Containment i E. Stockpiles Stockpiles sto infiltration/ext maintenance. F. Dust Contrr In addition to operations pe agents is not	nethods of control:	Sediment sumps, if designed and installed, should have sediment removed as necessary to allow for efficient removal of suspended particles. They should be re-excavated to the design finish grade elevation, if silted in.					
	 Excess proton parts found a main because a conversion of the project area (or enter nearest paved road). Soil Tracking Prevention Device may be used where vehicles leave the project area (or enter nearest paved road). Contractor shall provide pollution control by implementing dust control with water application while dust generating activities are conducted. 	Temporary and permanent seeding shall be inspected for bare spots, washouts, and healthy growth. Soil tracking prevention devices shall be maintained to prevent clogging of rock bedding which may impede usefulness of the structure.					
	C. Herbicides / Pesticides: Application rates shall conform to applicable local, state and federal regulations.	NOTE: The PERMITTEE is responsible for ensuring that all controls are properly maintained during and after construction.					
	D. Toxic Substances:	INSPECTION AND DOCUMENTATION PROCEDURES					
	D. TOXIC SUBMENTEES. Storage, application, generation, migration of all toxic substances shall conform to applicable local, state ad federal regulations. Containment areas shall be provided whenever potentially hazardous materials are stored on site.	The Contractor shall be responsible for completing weekly inspection report form and maintaining documentation for 3 years following final stabilization. The Contractor shall submit copies of these reports to the owner prior to final payment for work shown within these construction plans. Additional inspection and documentation must be completed within 24 hours after any significant rainfall event.					
	Stockpiling topsoil shall be stockpiled so that natural drainage is not obstructed and no offsite sedimentation occurs. Soil stockpiles should be protected or adequately covered from stormwater during construction. Simple protection measures can include silt fence or a trench aroung the base of the stockpile. A targ or temporary seeding may also provide adequate cover for a soil stockpile. Stockpiles should not be placed near the permieter of the site, near a waterbody or storm drain inlet, or within 10 feet of an infiltration/exfiltration system. If a stockpile is to remain for an extended period of time adequate long term stabilization and maintenance is required and at a minimum should include silt fence and permanent seeding with regular monitoring and	NOTE: For NPDES, a significant rainfall shall be 0.5 inches or greater. For ERP, a significant rainfall shall be 0.25 inches or greater. T elminate confusion, Contractor is advised to carryout inspections after rainfall exceeding 0.25 inches. For projects with minimal potential for discharge to surface waters, it may be possible to adjust this criteria. Contact the Engineer for details. Where sites have been permanently stabilized, inspections/reports shall be conducted at least once per month until construction activities have ceased and NOT has been submitted.					
6.	F. Dust Control: In addition to "Temporary and permanent stabilization practices" described in Item 1 above, during construction/excavation operations periodic watering of exposed soil will be used to control dust. The use of calcium chloride, oils, or other dust control agents is not permitted. Non-stormwater Discharges. No non-stormwater discharges to surface waters, wetlands or the MS4 shall be allowed except as specifically approved by applicable permits and regulations.	Minimum inspection requirements shall include: - Points of discharge to waters of the State, - Points of discharge to the MS4 (municipal storm sewer), - Disturbed areas of the site that have not been stabilized, - Areas used for storage of materials that may create a pollution source (i.e. stockpiles, fuel drums, construction debris) and are exposed to rainfall. - Structural Controls - Storm water Management Controls - Locations where vehicles enter and exit the site.					
		The Contractor shall initiate repairs / corrections within 24 hours of any items found to be in non-compliance with the associated perm requirements. If inspections indicate that the installed stabilization and structural practices are not sufficient to minimize erosion, reta sediment, and prevent the discharge of pollutants Contractor shall complete corrective measures as needed. Contact the Engineer pric to modifying any structural controls which are specifically shown in the construction plans.					
		NOTE: Specific conditions of all permits may require additional activities above and beyond those outlined above. Check all permit conditions as issued by regulatory agencies to ensure compliance.					

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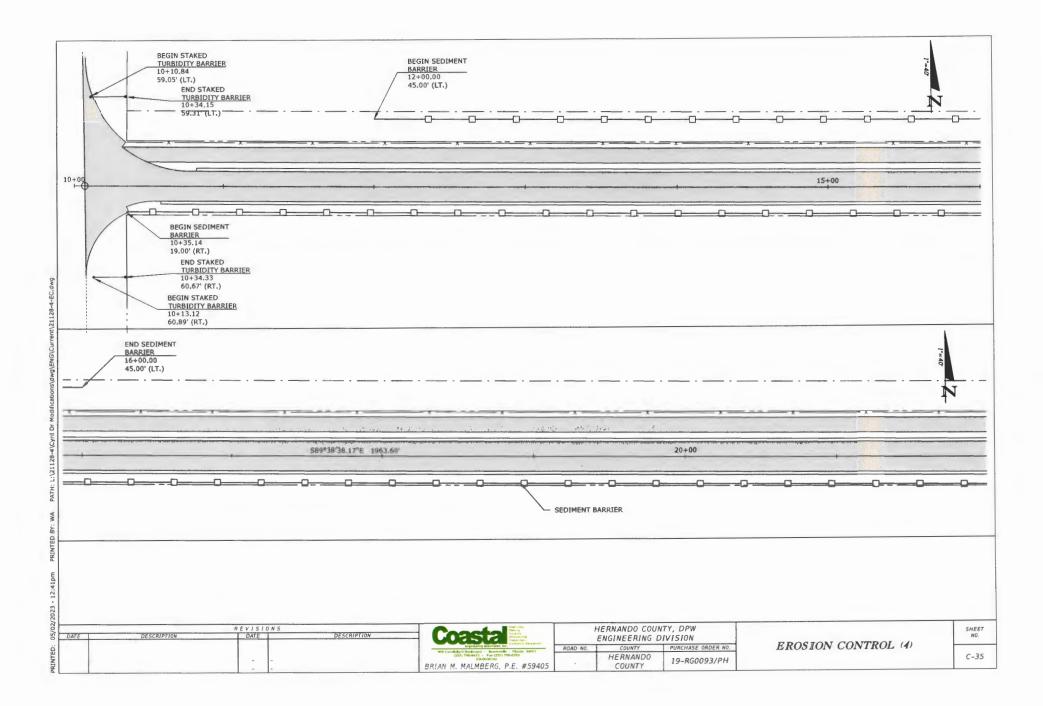
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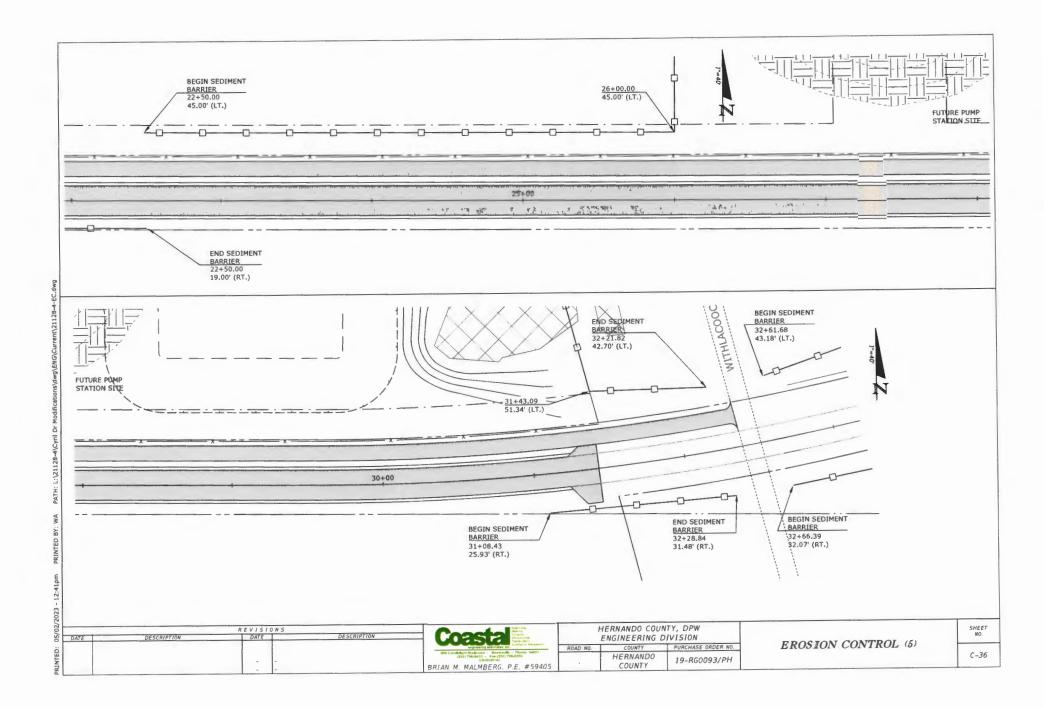
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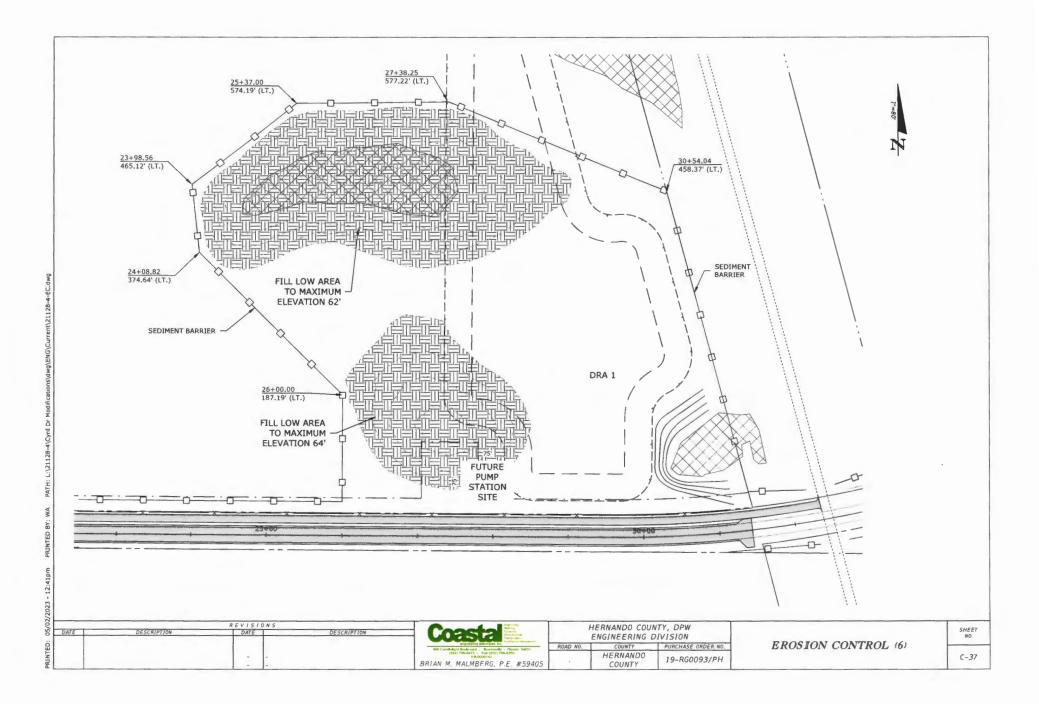
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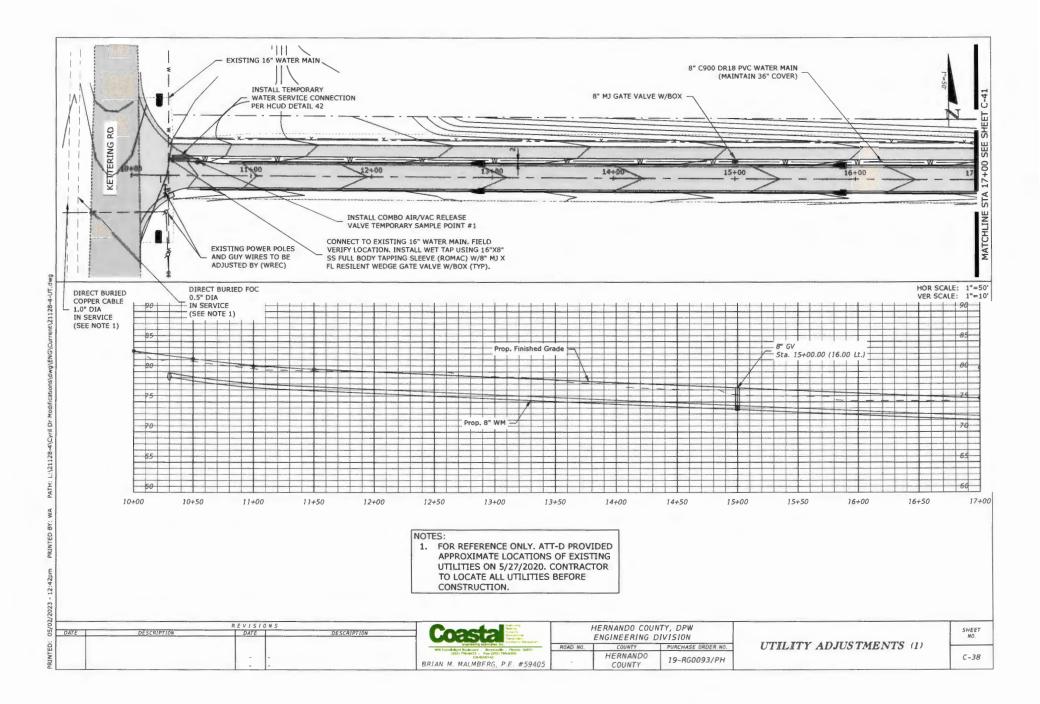
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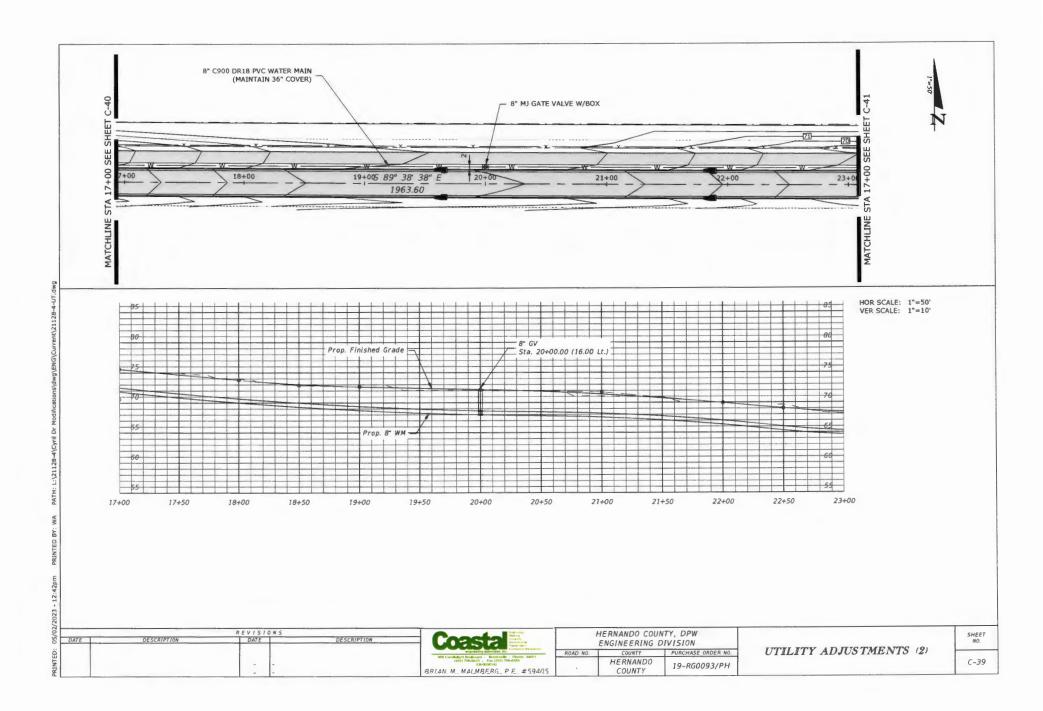
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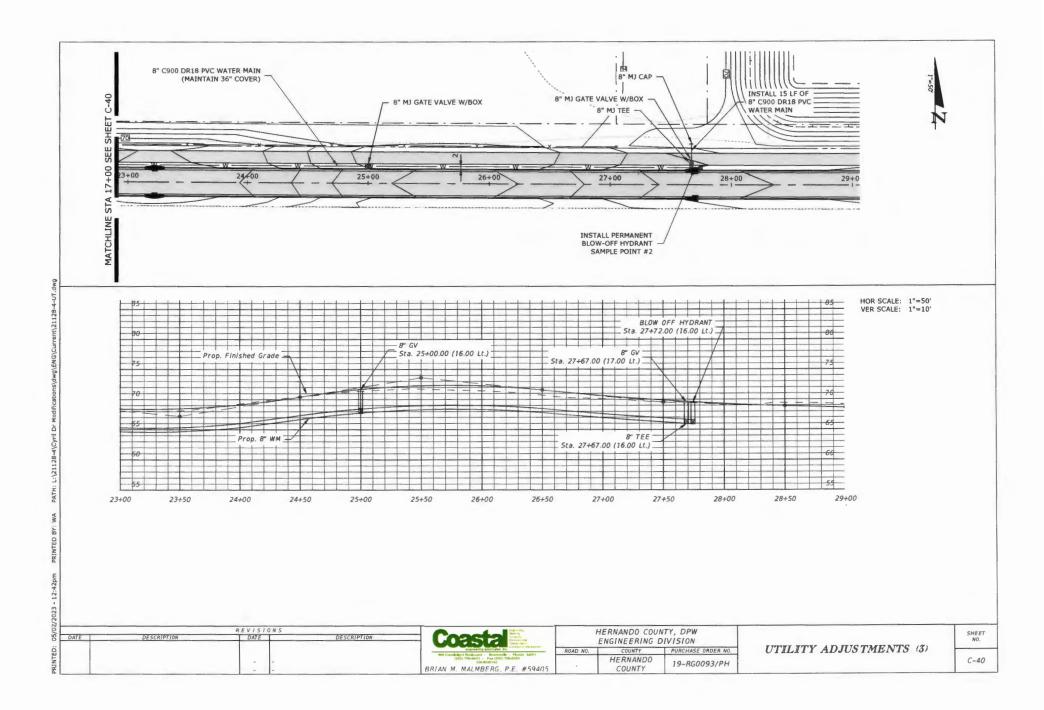


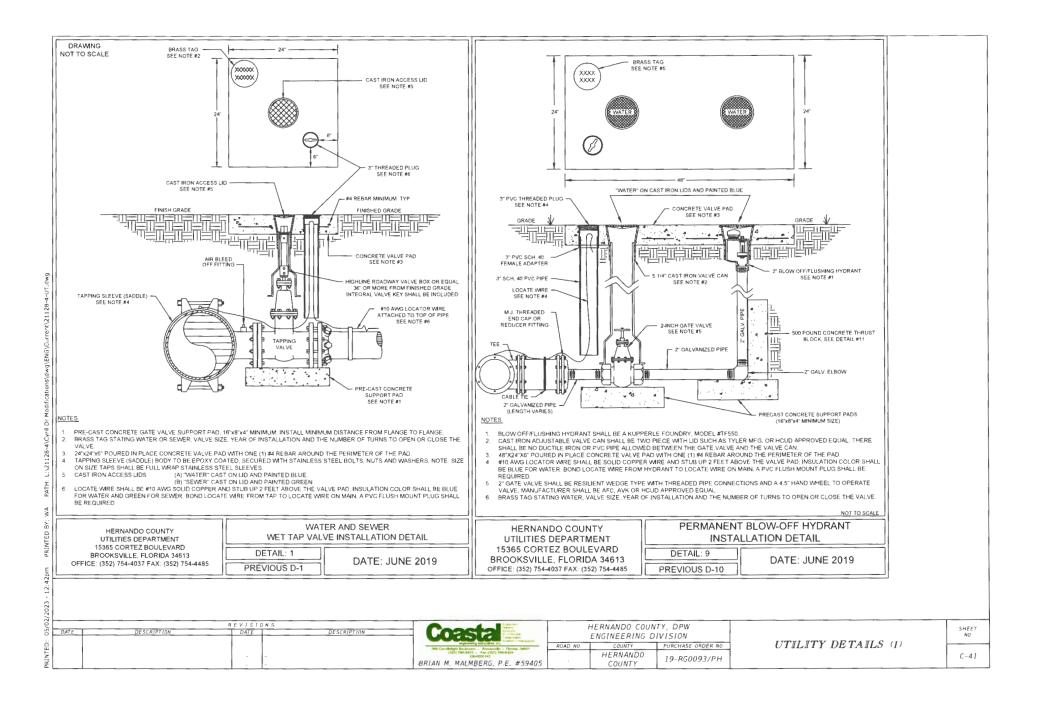


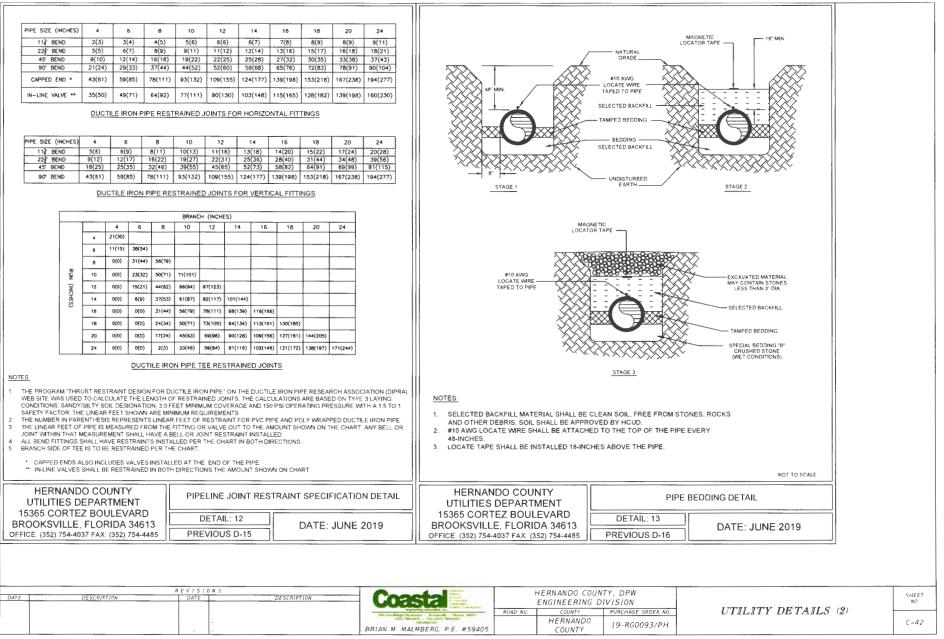




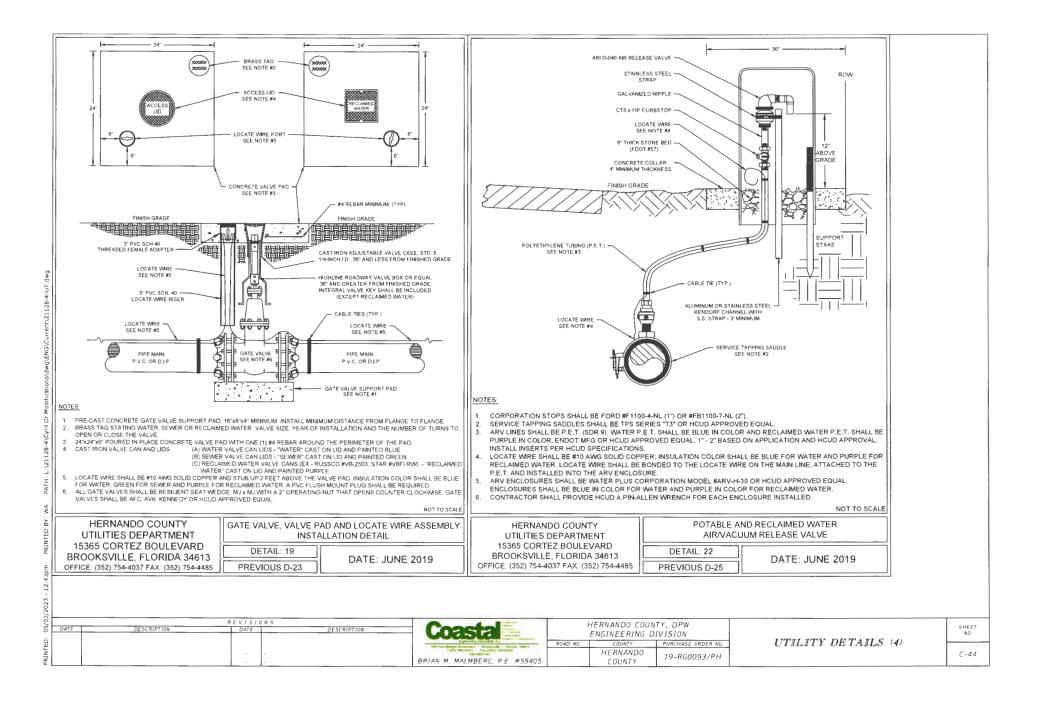


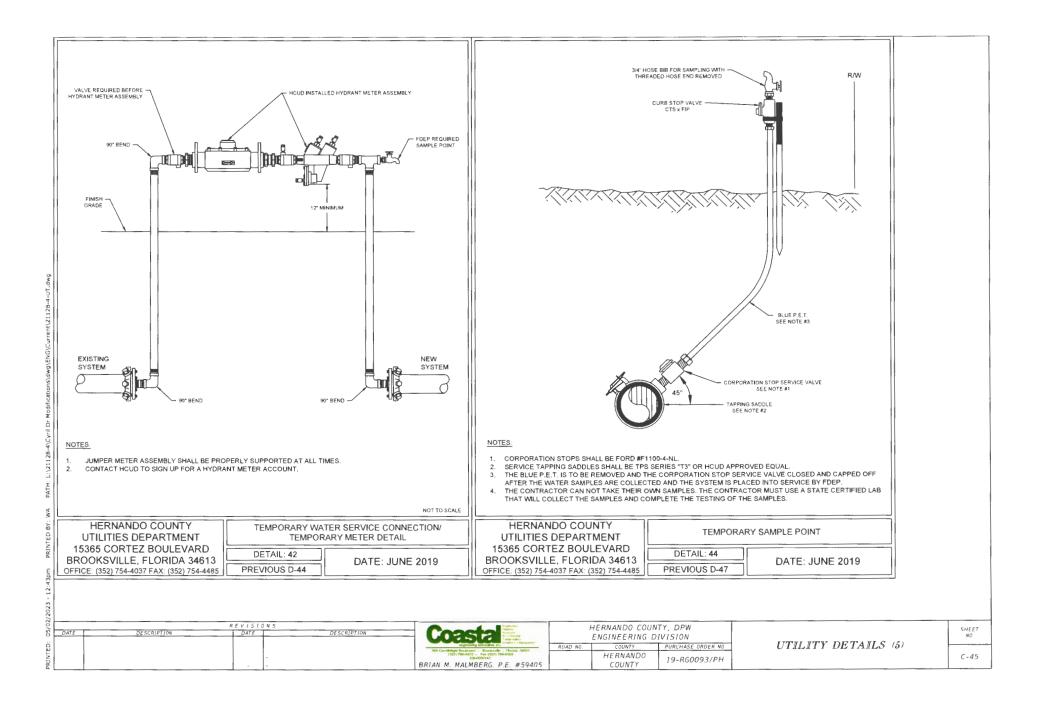


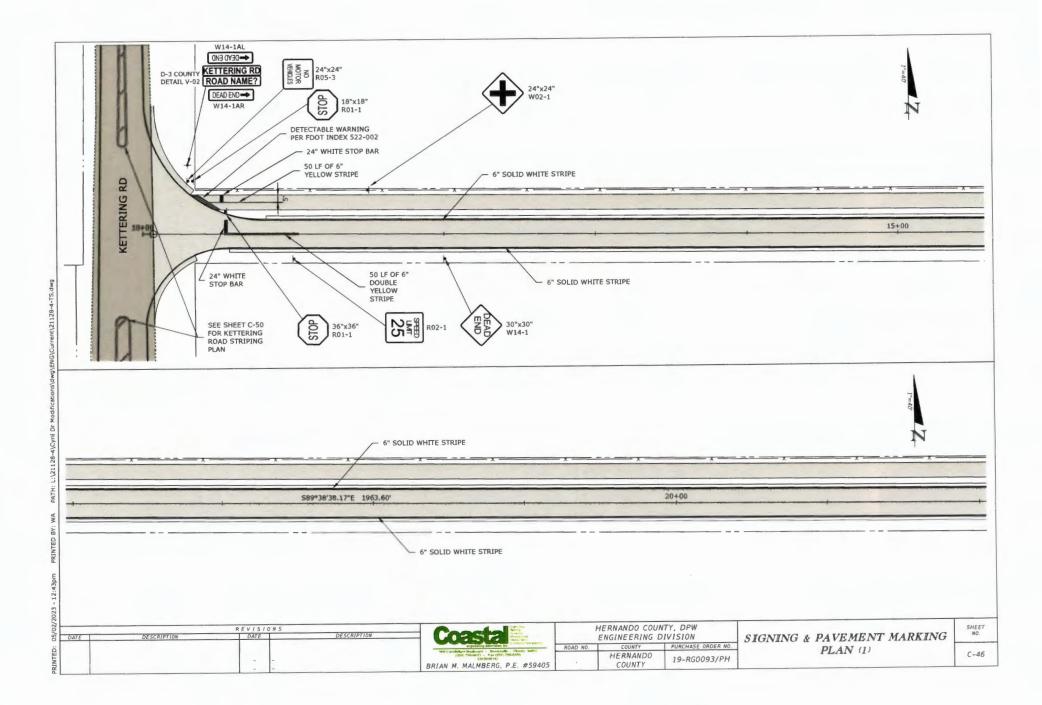


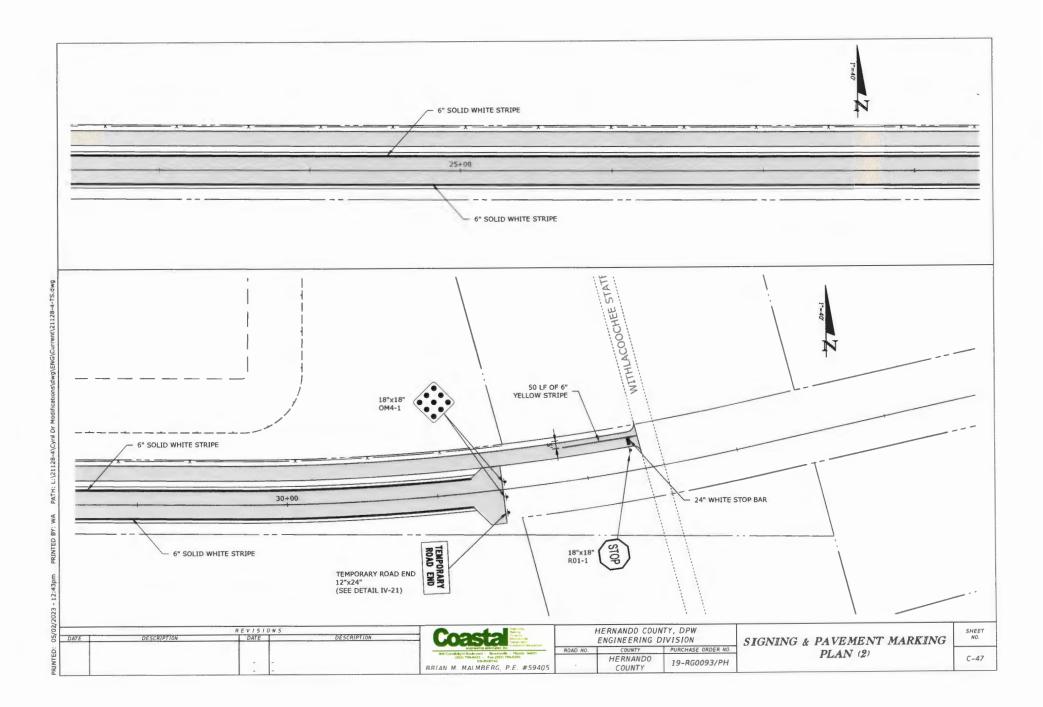


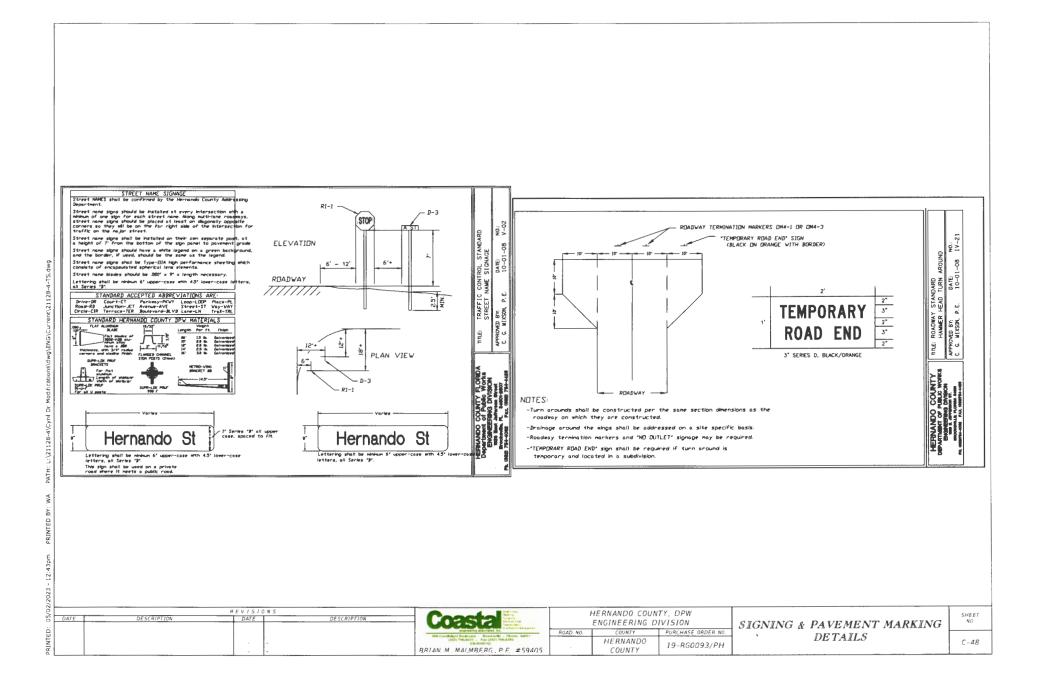
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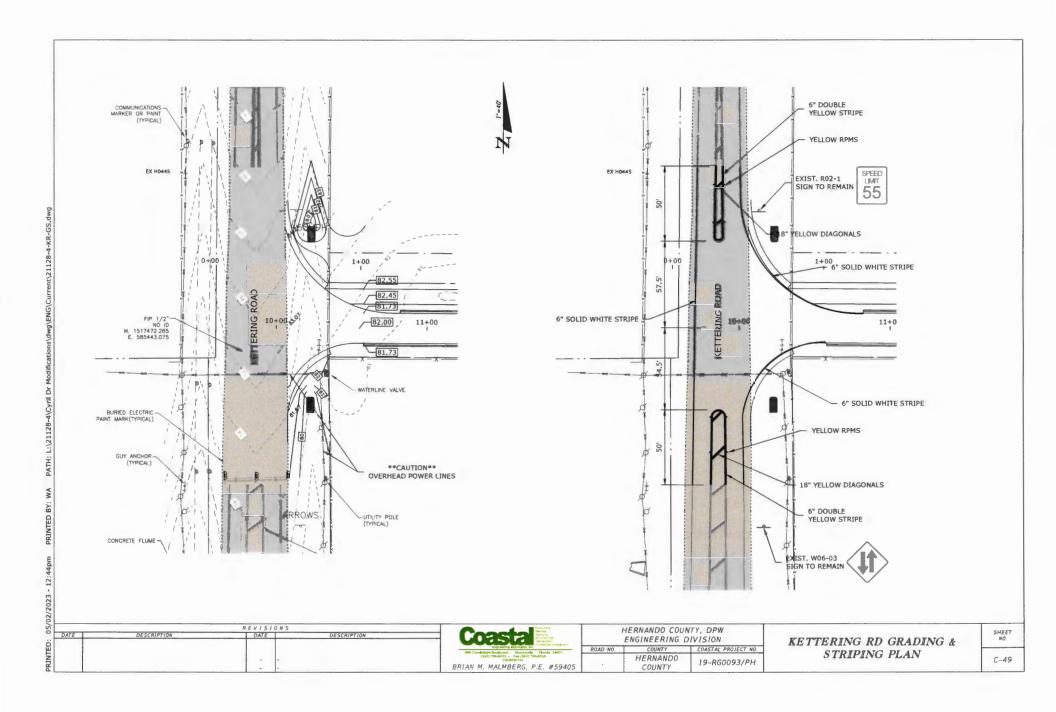












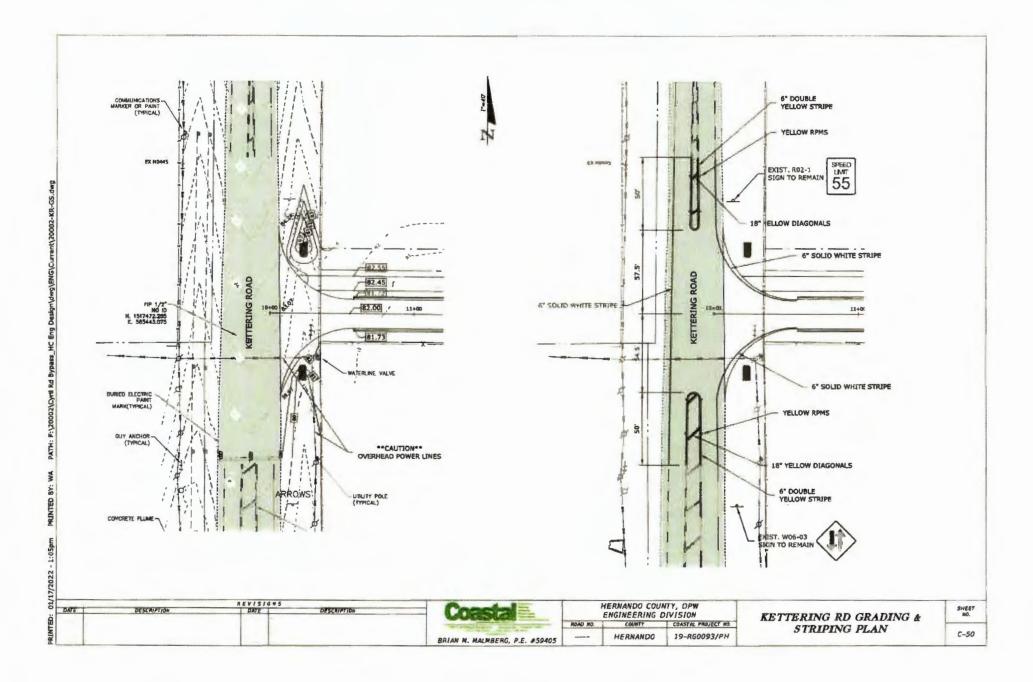


Exhibit "F"

[See attached copy of 20' Wide Utility Easement Sketch]

