

UTILITY AGREEMENT
**FREEDOM RIDGE OFFSITE IMPROVEMENTS TO COASTAL WAY PUMP STATION AND
OVERSIZING OF OFFSITE UTILITIES**

THIS AGREEMENT is entered into by and between **HERNANDO COUNTY WATER AND SEWER DISTRICT**, a body corporate and politic, with an address of 15470 Flight Path Drive, Brooksville, Florida 34604 (hereinafter referred to as the “**DISTRICT**”), and **LENNAR HOMES, LLC**, a Florida Limited Liability Company, with an address of 5505 Waterford District Drive, Miami, Florida 33126 (herein after referred to as the “**DEVELOPER**”).

WITNESSETH:

WHEREAS, the **DEVELOPER** plans to develop a residential subdivision within Hernando County known as **FREEDOM RIDGE** which will consist of single-family homes; and

WHEREAS, the **DEVELOPER** desires to connect its residential subdivision development to the **DISTRICT**’s wastewater collection, transmission, and treatment system; and the **DISTRICT**’s potable water distribution, transmission, and treatment system; and

WHEREAS, the **DISTRICT** operates a sanitary sewer system that will be capable of providing sanitary sewer service to **FREEDOM RIDGE** when the **DEVELOPER**’s improvements to the force main, and pump station are complete; and the **DISTRICT** operates a potable water system that will be capable of providing potable water service to **FREEDOM RIDGE** when the **DEVELOPER**’s improvements to the potable water main are complete; and

WHEREAS, in consideration for the **DISTRICT** providing sanitary sewer service to **FREEDOM RIDGE**, the **DEVELOPER** has agreed to construct the necessary improvements to the Coastal Way Pump Station which includes; upgrading the pumps, adding an odor control unit, replacing the electrical panel, upgrading the electrical service, and providing a portable generator to the department. The six (6)-inch force main extension will replace an older four (4)-inch force main and allow potential additional commercial customers to connect to in the future. This force main will be constructed along existing easements and road right of ways as shown on Exhibit B1, hereinafter referred to as the “**SANITARY SEWER PROJECT**”; and

WHEREAS, in consideration for the **DISTRICT** providing potable water supply service to **FREEDOM RIDGE**, the **DEVELOPER** has agreed to construct a sixteen (16)-inch potable water main which has been identified as part of a future master plan project to deliver more water to the SR 50/Mariner corridor. The development only required an eight (8) inch connection and there are several other connection points that will be made with this development. This water main will be constructed along existing easements and road right of ways as shown on Exhibit A1, hereinafter referred to as the “**POTABLE WATER PROJECT**”; and

WHEREAS, it is in the best interest of the **DISTRICT** to participate in construction of the **PROJECT** and its appurtenances, including other necessary incidental costs and expenses as may be required for improving a

portion, approximately one thousand two hundred (1,200) linear feet, of the **DISTRICT's** 16-inch diameter potable water main pipe, and approximately one thousand six hundred (1,600) linear feet, of the **DISTRICT's** six (6)-inch diameter force main pipe, and

WHEREAS, the **DISTRICT** has agreed to reimburse the **DEVELOPER** as shown on Exhibit A2 under eight (8) inch pipe and Tapping sleeve and Valve, for approximately forty (40) foot section of eight (8) inch water main and the point of connection as shown on Exhibit A1 to satisfy the previously agreed to connections to the **DISTRICT** system in an easement as shown on Exhibit C. **DEVELOPER** by agreeing to this agreement confirms this satisfies the **DISTRICT's** prior commitment.

WHEREAS, the **DEVELOPER** has agreed to provide to the **DISTRICT** all permits and licenses for the maintenance and operation of the system.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties do hereby agree as follows:

1. The **DEVELOPER** agrees to design and install the **PROJECT** and necessary facilities and appurtenances, based on the differences between the **DEVELOPER's** designed capacity and the needs of the **DISTRICT**, as shown in the attached Exhibit A1 and Exhibit B1. The **DEVELOPER** shall provide the design and field construction layout, subject to approval by the **DISTRICT**.

2. The **DISTRICT** shall, within forty-five (45) days of satisfaction by the **DEVELOPER** of the condition's precedent in Paragraphs 5 and 6 of this **AGREEMENT**, reimburse the **DEVELOPER** for improvement cost. The reimbursement shall be Four Hundred Fifty-Five Thousand Nine Hundred Eighty-Six Dollars and Twenty-Eight Cents (\$455,986.28) as shown in attached Exhibit "A2 & B2".

3. The conditions precedent to reimbursement shall be:

A. The **DEVELOPER** shall furnish to the **DISTRICT** true copies of all final payment requests from its contractors, subcontractors, suppliers, laborers and others related to the construction of the expanded facilities.

B. The **DEVELOPER** shall furnish to the **DISTRICT** a complete release of lien, or other instrument acceptable to the **DISTRICT**, evidencing that all claims arising from the construction of the project have been extinguished, which instrument has been duly executed by the suppliers, laborers, contractors and subcontractors on the project for work covered by the applications for payment and which release shall be legally sufficient to protect and secure the **DEVELOPER** and the **DISTRICT** from any claims whatsoever arising out of the aforesaid work.

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

5. All Facility Investment Fees, connection fees and other charges related to the provision of water and wastewater services, provided for by the **DISTRICT's** Rate Resolution in effect at the time each individual unit in the development is connected, will prevail and shall not be affected by this **AGREEMENT**. Water and sewer connection fees, once paid, are nonrefundable.

6. If physical installation of the wastewater system herein contemplated does not commence within six (6) months from the date of full execution of this Agreement by both parties, this **AGREEMENT** shall be null and void. Once commenced, construction of the system shall continue with due diligence until it is completed.

7. Any modifications to this **AGREEMENT** shall be in writing, duly executed by both parties.

8. This **AGREEMENT** shall be binding upon and shall insure to the successors and assigns of the parties hereinabove named.

9. Each exhibit attached to this **AGREEMENT** is and shall be construed to be made a part of this **AGREEMENT** by reference or other mention thereto at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

10. This **AGREEMENT** constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

11. This **AGREEMENT** shall be governed by and construed in accordance with the law of the State of Florida. The Parties consent to venue for any dispute being in a court of appropriate jurisdiction in the Fifth Judicial Circuit of the State of Florida in Hernando County or the federal Middle District of Florida, Tampa Division. As allowed by law, both Parties waive their right to a jury trial.

12. If any term or provision of this **AGREEMENT** or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this **AGREEMENT**, or the application of such term or provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this **AGREEMENT** shall be valid and enforceable to the fullest extent permitted by law.

13. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

14. This **AGREEMENT** may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

15. The **DEVELOPER** may not assign or sublicense this **AGREEMENT** without the prior written consent of the **DISTRICT**.

16. The Parties agree that each shall pay its own attorney's fees in relation to any dispute arising out of or related to this **AGREEMENT**.

17. The **DEVELOPER** hereby agrees to defend, indemnify, and hold harmless the **DISTRICT**, its trustees, officers, employees and agents from and against any and all claims, damages, losses, suits, judgments, costs, and expenses arising from or related to the obligations of this **AGREEMENT**. Neither **DEVELOPER**, or its, consultants, contractors, nor any of their officers, agents, volunteers or employees, shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of the **DISTRICT**, its officers, agents or employees. Notwithstanding the foregoing, nothing herein shall constitute or be construed as a waiver of the **DISTRICT's** limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

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

A. **DISTRICT:** Hernando County Water and Sewer District
c/o Director, Hernando County Utilities Director
15365 Cortez Boulevard
Brooksville, Florida 34613-6174

With Copy to: County Administrator
Hernando County
15470 Flight Path Drive
Brooksville, Florida 34604

B. **DEVELOPER:** Manager
Lennar Homes, LLC
5505 Waterford District Drive
Miami, Florida 33126

19. This **AGREEMENT** shall become effective on the date of execution of this **AGREEMENT** by both parties.

20. This **AGREEMENT** shall NOT be recorded in Public Records of Hernando County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT**, by and through their duly authorized representatives, on the respective dates below.

ATTEST:

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

Doug Chorvat
Clerk of the Circuit Court

Brian Hawkins
Hernando County, Board Chairman


STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by Brian Hawkins, Chairman of the Hernando County Board of County Commissioners, on behalf of Hernando County Water and Sewer District. He is personally known to me or has produced _____ as identification.

(AFFIX SEAL)

NOTARY PUBLIC

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



Assistant County Attorney

LENNAR HOMES, LLC,
A Florida Limited Liability Company

B-HP

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means ☒ physical presence or ☐ online notarization this 14th day of August, 2025 by Brian Panico, as Vice president (title) of Lennar Homes, LLC. He/she is personally known to me or has produced _____ as identification.

(AFFIX SEAL)



Courtney Mai
Comm.: HH 651843
Expires: Mar. 16, 2029
Notary Public - State of Florida

Courtney Mai
NOTARY PUBLIC

FREEDOM RIDGE
OFF SITE 16-INCH WATER MAIN OVERSIZING

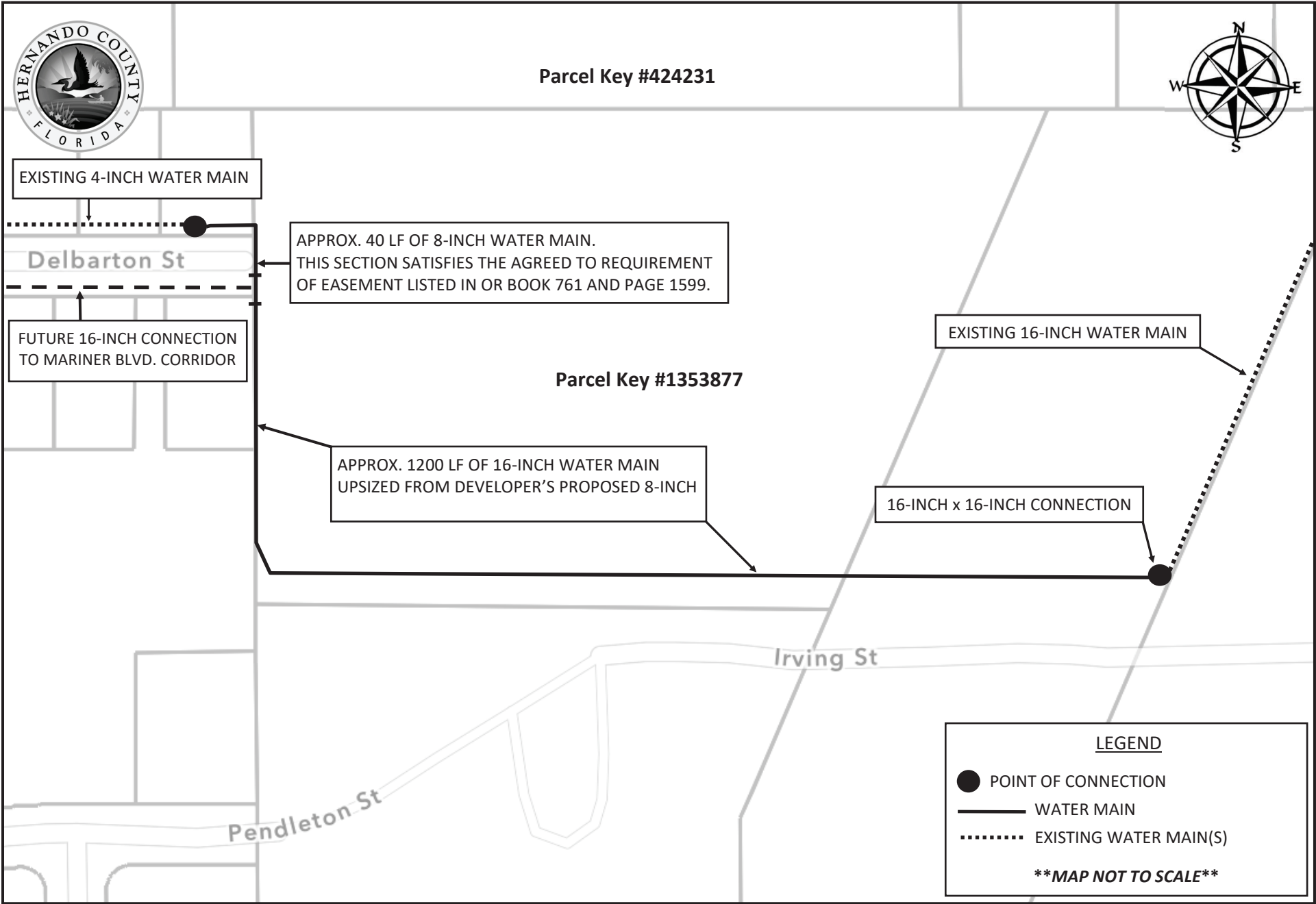


EXHIBIT A2

16" Water Main Upgrade Costs

	8-Inch	16 Inch	8-inch PVC Unit Price	16 Inch PVC Unit Price	8 -inch Total Price	16 -inch Total Price
Tapping Sleeve & Valve		1		\$ 33,295.51		\$ 33,295.51
PVC DR 18	940 LF	40	\$ 50.88	\$ 92.82	\$ 47,827.20	\$ 2,035.20
PVC DR 18		900		\$ 105.00		\$ 94,500.00
Fusible PVC or Certa-loc Direction Drill	300 LF	300	\$ 202.45	\$ 416.21	\$ 60,735.00	\$ 124,863.00
Bend 22 deg	1	1	\$ 613.13	\$ 2,760.70	\$ 613.13	\$ 2,760.70
Bend 45 deg	6	4	\$ 572.73	\$ 3,081.70	\$ 3,436.38	\$ 12,326.80
Tee	2	1	\$ 867.84	\$ 867.84	\$ 1,735.68	\$ 867.84
8 inch Gate Valve & Box	4	3	\$ 3,224.67	\$ 3,224.67	\$ 12,898.68	\$ 9,674.01
Plug	1	1	\$ 1,556.95	\$ 1,797.70	\$ 1,556.95	\$ 1,797.70
Restraint	1	1	\$ 2,840.95	\$ 27,330.90	\$ 2,840.95	\$ 27,330.90
8 - Inch PVC	40			\$ 50.88		\$ 2,035.20
8 -Inch Bend	2			\$ 572.73		\$ 1,145.46
16 Inch Bend 22 deg						
16x8 Reducer		1		\$ 1,991.85		\$ 1,991.85
16 inch Gate Valve & Box		1		\$ 13,158.64		\$ 13,158.64
16 Inch Tee		1		\$ 5,007.70		\$ 5,007.70
Restoration	1	1	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Totals					\$ 133,893.97	\$ 335,040.51
Difference					\$ 201,146.54	District Responsibility

FREEDOM RIDGE
6-INCH FORCE MAIN OVERSIZING & PUMP STATION IMPROVEMENTS

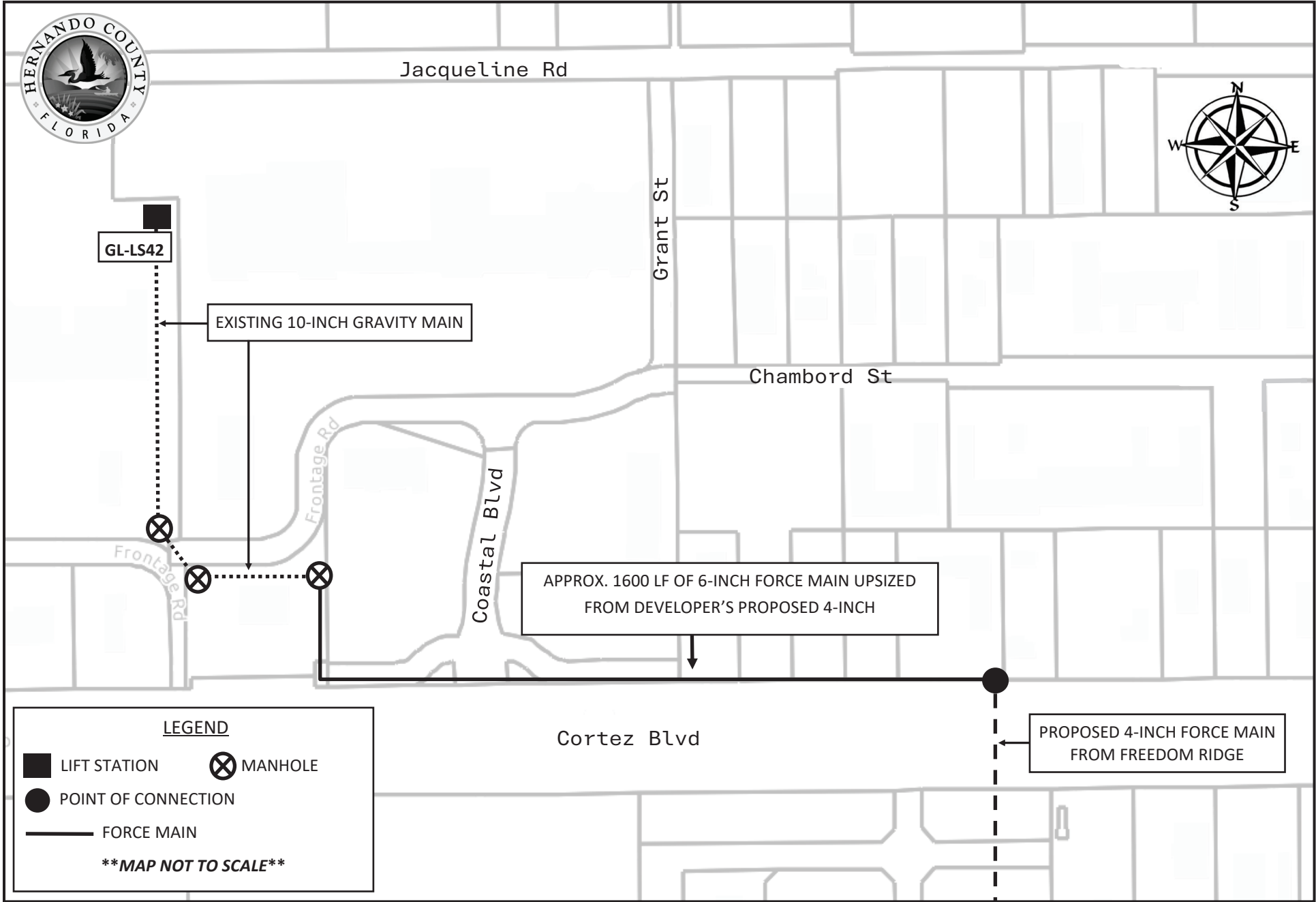


EXHIBIT B2

6" Freedom Ridge Offsite Forcemain upsizing

	Unit	4 -inch Unit Price	6-Inch Unit Price	4 -inch Total Price	6 -inch Total Price
Fusible PVC or Certa-loc Direction Drill	1570 LF	\$ 48.95	\$ 70.05	\$ 76,851.50	\$ 109,978.50
MJ Bend 11.25 Degree	5	\$ 971.69	\$ 1,166.03	\$ 4,858.45	\$ 5,830.14
MJ Bend 22.5 Degree	2	\$ 977.68	\$ 1,173.22	\$ 1,955.36	\$ 2,346.43
MJ Bend 45 Degree	4	\$ 983.00	\$ 1,179.60	\$ 3,932.00	\$ 4,718.40
Tee	1	\$ 2,300.00	\$ 2,750.00	\$ 2,300.00	\$ 2,750.00
Plug	1	\$ 2,500.00	\$ 2,920.00	\$ 2,500.00	\$ 2,920.00
MJ Bend Gate Valve & Box	2	\$ 2,471.84	\$ 2,966.21	\$ 4,943.68	\$ 5,932.42
Air Release Valve				\$ -	\$ -
Totals				\$ 97,340.99	\$ 134,475.89
Difference				\$ 37,134.90	District Responsibility

Lift Station GL-LS42 Upgrade Costs

Survey	(See MRIC Spatial Proposal)		\$ 1,250.00	District Responsibility
Lift Station Upgrades (Materials)*	(See Marolf Bid)		\$ 185,054.84	District Responsibility
Lift Station Upgrades (Labor) 50%	(See Marolf Bid)		\$ 31,400.00	District Responsibility

(1) * To be provided by District: Pump bases, HCUD base plates, 6" C900 pipe, mega flgs, HIBOCS-100 odor control system, odor control piping, RPZ , safety grate, SS disconnects, meter, PVC-80 conduits, wet well liner, survey.

(2) To be provided by Developer: Pumps (25hp), pump cables, floats, electrical control panel, concrete pad for odor control, upgrading power service.

WATER TRANSMISSION LINE EASEMENT

This Water Transmission Line Easement made this 19th day of DECEMBER, 1989, by and between C. TAYLOR CONSTRUCTION, INC., a Florida corporation ("Grantor"), and HERNANDO COUNTY WATER AND SEWER DISTRICT ("Grantee").

WITNESSETH, that for and in consideration of the mutual benefits, covenants and conditions contained herein, Grantor grants and conveys to Grantee a non-exclusive Water Transmission Line Easement to install, operate, maintain and repair a water transmission line and related appurtenances, subject to the terms and conditions as provided herein, said easement located on the following-described premises of Grantor in Hernando County, Florida, to-wit:

SEE ATTACHED EXHIBIT FOR LEGAL DESCRIPTION

By accepting this grant of easement, Grantee agrees that the easement is conditioned upon and subject to Grantee's compliance with the following covenants and conditions precedent:

1. Grantee shall not install any electronic water measuring device or other electronic controls which will interfere with the two-way radio system on Grantor's parcel, television reception or other radio transmission devices installed on Grantor's parcel.

2. Grantee shall provide two 8" gate valves at its sole cost and expense to be located on the water transmission line, to provide Grantor access to the water transmission line, the location of said gate valves to be determined at the sole discretion of Grantor.

3. Grantee shall, at its sole expense, construct and/or erect a six-foot (6') high opaque fence on the east side of that portion of the easement located 414.96 feet along the East line of Section 33, prior to completing construction of the water transmission line, and Grantee shall maintain, repair and replace the fence during the term of this easement, at its sole expense.

4. If Grantee abandons the use of the easement for the specific purposes set out herein for a period of 60 continuous days, the easement shall terminate without further action on the part of Grantor, and be of no further force and effect.

5. In constructing and locating the water transmission line, Grantee shall:

A. Locate it under existing roadways in a steel sleeve utilizing the "jack and bore" method without disturbing the roadway in any fashion.

B. Resod or seed and mulch any areas disturbed during construction and the location of the water transmission line including resodding areas of existing grass and seeding and mulching all other areas, including all areas disturbed during the construction and location process whether or not located within the easement boundaries; provided that Grantee shall not resod or seed and mulch any areas until Grantor has been given 10 days to confirm that the disturbed areas have been restored to original grade.

C. Restore all fences, trees, sod, grass, shrubs, roadways, and any other areas, structures or improvements disturbed, removed, or otherwise impacted upon during the construction and location of the water transmission line at the sole cost of Grantee.

6. Grantee shall, at its sole cost and expense, construct, install, maintain and repair the water main located within the easement, and Grantee shall have the reasonable right of access over the easement to complete its obligations hereunder; provided, however, Grantee shall not have access to any paved roadways existing or constructed after the granting of this Easement on Grantor's parcel, after construction and installation of the water transmission line is complete. All activities of Grantee, after completion of the construction and installation, shall occur solely within the easement area granted by this Easement.

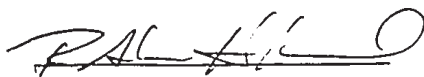
7. Grantee agrees to indemnify and hold Grantor harmless from any and all damages, injuries, or claims of any type whether to persons or property, including attorney's fees and costs incurred in defending any claims by Grantor, resulting from the construction, installation, maintenance or repair of the water transmission line by Grantee as described herein.

8. Should Grantee fail to abide by or comply with any condition, covenant or agreement provided herein, the easement, and the benefit granted hereunder, shall immediately terminate and be of no further force and effect.

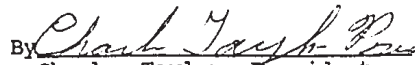
Grantor reserves the right to use the easement and to grant similar easements affecting the easement for any purpose not inconsistent with the rights granted to Grantee herein. The benefit of the provisions herein contained inures to the benefit of Grantee only, and to no other parties without the express written consent of Grantor.

IN WITNESS WHEREOF, this Grant of Easement has been executed as of the date stated above.

Witnesses:


Robert E. Wiggins

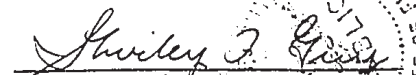
C. TAYLOR CONSTRUCTION, INC.

By 
Charles Taylor, President

STATE OF FLORIDA
COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles Taylor, as President of C. TAYLOR CONSTRUCTION, INC., to me known to be the person described in and who executed the foregoing instrument as Grantor and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of December 1989.


Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 16, 1991
BONDED THRU GENERAL INS. UND.

LEGAL DESCRIPTION

A 15 foot wide Waterline Easement located in Section 33, Township 22 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of Section 33, Township 22 South, Range 18 East; thence run North 89°36'41" West along the South Line of said Section 33 a distance of 640.18 feet to the Point of Beginning of the centerline of a 15 foot wide waterline easement, said point being a 7.5 foot offset of the easterly right of way of the 295' wide Florida Power Corporation Power Line Easement; thence run North 23°44'22" East on a line parallel to said Florida Power Corporation Easement a distance of 1030.20 feet to a point of terminus; said point of terminus also being a point on the South line of Lot 2, Evans Hi-Park Subdivision as recorded in Plat Book 6, Page 25, Public Records of Hernando County, Florida; said Waterline Easement to include 7.5 feet either side of the above described centerline.

TOGETHER WITH:

A 15 foot wide Waterline Easement located in Section 33, Township 22 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

Commence at the Northeast Corner of Section 33, Township 22 South, Range 18 East; thence run South 00°10'27" West along the East line of said Section 33 a distance of 21.23 feet to a point on the Southerly Right of Way of State Road 50; thence run South 88°57'20" West along the Southerly Right of Way of State Road 50 a distance of 148.79 feet; thence run South 00°12'50" West, a distance of 1393.72 feet; thence run North 89°49'33" East a distance of 306.23 feet; thence run South 00°08'10" East a distance of 989.77 feet; thence run South 89°42'20" West a distance of 164.99 feet; thence run South 00°10'52" East on a line parallel to the East line of said Section 33 a distance of 7.5 feet to the Point of Beginning of the centerline of a 15 foot wide Waterline Easement; thence continue running South 00°10'52" East on a line parallel to East line of said Section 33 a distance of 414.96 feet; thence run North 89°41'03" West a distance of 148.45 feet to a point of terminus; said point of terminus also being a point on the property boundary line between Lots 1 and 2, Evans Hi-Park Subdivision as recorded in Plat Book 6, Page 25, Public Records of Hernando County, Florida; said Waterline Easement to include 7.5 feet either side of the above described centerline.

042392

FILED FOR RECORD
KAREN NICOLAI, CLERK
HERNANDO COUNTY, FL
89 DEC 20 PM 1:09