

WATER AND SEWER AGREEMENT

THIS AGREEMENT is made and entered into this **1st** day of **March**, 2023, by and between the HERNANDO COUNTY WATER AND SEWER DISTRICT ("HERNANDO" or "DISTRICT"), and CABOT CITRUS OPCO LLC ("DEVELOPER"), as follows:

WHEREAS, the DEVELOPER has planned a golf resort development on property located in Hernando County, Florida, known as "CABOT CITRUS OPCO LLC Planned Development", the legal description of which is attached hereto as Exhibit A, and the development shall hereinafter be referred to as the "DEVELOPMENT"; and

WHEREAS, the DEVELOPMENT or PROJECT will be located on approximately 1186 acres in Northwest Hernando County/ and WHEREAS, the first phase of the DEVELOPMENT, when fully developed, will consist of an update to current master plan entitlements ; and

WHEREAS, HERNANDO has enacted a water and sewer ordinance entitled "An Ordinance Providing for Connection to Water and Wastewater Facilities of Hernando County Ordinance No. 91-16", hereinafter referred to as the "ORDINANCE". The parties have entered into this agreement to implement the provisions thereof for the DEVELOPMENT. The parties desire to delineate, make certain and define each of their obligations with respect to a water supply and distribution system and wastewater treatment and collection facilities for the DEVELOPMENT; and

WHEREAS, the first phase of the DEVELOPMENT, when fully developed will require approximately 190,000 gallons per day (GPD) of potable water and approximately 100,000 GPD of wastewater treatment capacity; and

WHEREAS, HERNANDO and DEVELOPER intend for this Water and Sewer Agreement to replace in its entirety the August 11, 1992 Water and Sewer Agreement between Hernando County Water and Sewer District and Alpecc & Company, Inc. as recorded in O.R. Book 878, Page 1130, public records of Hernando County, Florida; and

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

I. AGREEMENT

A. WATER SUPPLY AND DISTRIBUTION SYSTEM

1. **Potable Water Supply System.** DEVELOPER agrees to install at its own expense, all wells, and all necessary water supply facilities for the DEVELOPMENT and to thereafter provide continuous potable water service of sufficient size and capacity to serve the potable water supply needs of the DEVELOPMENT. Said potable water supply needs shall be defined as that supply necessary (including fire flow) to serve the DEVELOPMENT when fully developed. DEVELOPER agrees to plan, design, permit, inspect, upgrade, improve, own, and operate said facilities in accordance with the requirements of the Florida Department of Environmental

Protection (FDEP) and Hernando County Code of Ordinances, as may be applicable and pertaining thereto. HERNANDO shall be notified and may inspect said system during construction and upon completion thereof. DEVELOPER, its successors or assigns, agrees to own, operate, and maintain the DEVELOPMENT's water supply system at no cost to HERNANDO.

2. **Potable Water Distribution System.** The DEVELOPER shall install at its own expense, all water distribution lines, fittings, fire hydrants, and other water distribution facilities within the DEVELOPMENT as the phases thereof are developed in accordance with the State of Florida Department of Environmental Protection (FDEP) and Hernando County Regulations, ordinances, and related codes, as may be applicable and pertaining thereto. HERNANDO shall be notified and shall inspect said system during construction and upon completion thereof. DEVELOPER, its successors or assigns, as amended, agrees to own, operate, and maintain the Development's Potable and non-potable (irrigation) water distribution systems at no cost to HERNANDO.
3. **Plans and Specifications.** DEVELOPER agrees to prepare plans and specifications necessary for the construction of the water supply system, water distribution lines, fittings, fire hydrants, backflow preventers, and other water distribution facilities for the development. All engineering services necessary for the preparation of these plans, permits, construction observation, engineer's certification, and preparation of HERNANDO required signed, sealed, and dated "Record" Drawings shall be by the DEVELOPER.
4. **Rates.** The rates for potable water service to be charged to those served by the private potable water system installed by DEVELOPER shall be those rates as established by the DEVELOPER in accordance with Hernando County Code of Ordinances, as may be applicable and pertaining thereto.
5. **Connection to HERNANDO.** At such time as a HERNANDO water distribution system of sufficient size and capacity to service the DEVELOPMENT is available, the DEVELOPER agrees to cause the construction of a water transmission system, at its expense, to transmit water from the HERNANDO water distribution system to the DEVELOPMENT. The DEVELOPER agrees to make connection to HERNANDO'S water distribution system within twelve (12) months of being notified in writing of service availability by HERNANDO provided that means of connection are available at the time of said notice with sufficient capacity to fully service the DEVELOPMENT. Service shall be considered to be available when a water transmission main from HERNANDO'S water distribution facility of sufficient size and capacity is located in the public right-of-way abutting the DEVELOPMENT site boundary. Connection of the DEVELOPMENT to HERNANDO'S water distribution system prior to service being deemed available will be considered at the request of the DEVELOPER. The DEVELOPER may, but shall not be obligated to, make connection of the DEVELOPMENT to HERNANDO'S water supply and transmission system prior to service being deemed available with consent of HERNANDO, which consent shall not be unreasonably withheld or delayed. If a connection to HERNANDO is made, the on-site water distribution system will continue to be owned/maintained by the DEVELOPER and a master meter assembly shall be constructed at the right-of-way.

B. WASTEWATER COLLECTION SYSTEM

1. **Onsite Wastewater Collection System.** The DEVELOPER, at its expense, shall design, permit and install all onsite wastewater collection lines, laterals to buildings, manholes, force mains and lift stations in the DEVELOPMENT. The installation of the wastewater collection system within the DEVELOPMENT shall be installed, operated, and maintained by the DEVELOPER in accordance with the Rules of the State of Florida Department of Environmental Regulation and Hernando County Codes and Standards as applicable.
2. **Sewer Service Availability.** HERNANDO will provide a bulk service wastewater transport and treatment for this DEVELOPMENT from an existing connection point located at the County Solid Waste Management Facility (CSWMF) as shown on Exhibit B attached. DEVELOPER agrees to design, permit, and construct the onsite and county required offsite improvements to the offsite bulk wastewater transport connection point. DEVELOPER will design, permit, and construct, along the property line and adjacent to the right-of-way, a master metering assembly capable of metering the wastewater generated by the DEVELOPMENT (see Exhibit B). The DEVELOPER shall dedicate and/or convey exclusive perpetual utility easements of this assembly to HERNANDO. The assembly shall be in accordance with the State of Florida Department of Environmental Protection (FDEP) and Hernando County Regulations, ordinances, and related codes, as may be applicable and pertaining thereto. DEVELOPER shall provide an additional wastewater meter to allow for periodic testing and calibration of the metering assembly without disruption. Wastewater generated by DEVELOPER shall comply with domestic wastewater standards as established by HERNANDO code of ordinances, as amended.
3. **Payment of Sewer Connection Fees.** Wastewater connection fees established in the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time shall be collected for each building and each residential unit upon application for a building permit. 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. Should the DEVELOPER demand a lesser wastewater treatment capacity, the DISTRICT shall make no reduction in or refund of connection fees. Credits shall not be given for hook-up, inspection or wastewater meter installation charges as provided by HERNANDO resolution.
4. **Rates.** The rates for sewer service to be charged to those served by HERNANDO's sewer system shall be those rates as established by HERNANDO Rate Resolutions, as amended.
5. **Sewer Surcharge.** As agreed between DEVELOPER and HERNANDO, an approximate 1,600-foot section of the proposed off-site sewer force main, along the northern landfill property, may need to be relocated in the future to accommodate growth of the landfill (See Exhibit D). To provide funding to assist with the possible relocation, the sewer rate shall include a \$0.001/gallon surcharge for the first 216,568,000 gallons metered at the property. The surcharge shall be retired upon meeting the 216,568,000 gallon threshold.
6. **Bulk Metering.** The wastewater consumption for the property shall be bulk metered at the point of connection to HERNANDO's public sewer line.

7. **Conveyance of Sewer Collection and Transmission System.**

After final inspection and acceptance by HERNANDO of the offsite wastewater transmission system, the DEVELOPER shall be responsible for warranty and repair of the system for a minimum period of eighteen (18) months as provided in Section 26-74 of the Hernando County Code of Ordinances. The DEVELOPER agrees to secure a warranty bond from the contractor in an amount equal to twenty percent (20%) of the actual construction costs to repair or replace (at the option of the DISTRICT) any wastewater facilities which may have construction or installation defects for a minimum period of eighteen (18) months as provided in Section 26-74 of the Hernando County Code of Ordinances. The DEVELOPER shall convey all said facilities to the DISTRICT by means of a letter of dedication or other documentation acceptable to the DISTRICT. All facilities shall be placed by the DEVELOPER in utility easements granted to the DISTRICT by the DEVELOPER or in publicly dedicated rights-of-way provided by the DEVELOPER.

8. **Wastewater County Oversizing.** DEVELOPER agrees to design, construct and install an oversized sanitary sewer force main and necessary facilities for the DEVELOPMENT, based on the differences between the DEVELOPER'S design capacity and the needs of HERNANDO, as shown on the attached Composite Exhibit C (Engineer Opinion of Probable Construction Cost). HERNANDO shall, within forty-five (45) days of receipt of an invoice and in accordance with the conditions precedent specified below, reimburse DEVELOPER for the increase in cost. The parties agree that the cost to be paid by HERNANDO to the DEVELOPER for the oversizing shall be \$333,751.

The conditions precedent to reimbursement shall be:

- A. DEVELOPER shall complete design, construction and installation of the sanitary sewer force main and necessary facilities ("Sewer Facilities");
- B. HERNANDO shall inspect the Sewer Facilities and accept construction and installation of same located within utility easements and/or county or state rights-of-way;
- C. DEVELOPER shall complete and submit all certification forms to the Florida Department of Environmental Protection and other regulatory agencies for approval of the Sewer Facilities in service; and
- D. DEVELOPER shall provide 18 month warranty bond.
- E. DEVELOPER shall submit to HERNANDO an invoice with documentation for Sewer Facilities costs.

C. GENERAL TERMS

- 1. Upon Completion, inspection and successful testing of the PROJECT 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 PROJECT lying within utility easements and/or county or state rights-of-way.
- 2. All utility connection fees and other charges related to the provision of potable water and wastewater services, provided for by the DISTRICT's Rate Resolution in effect at the time the

development is connected, will prevail and shall not be affected by this AGREEMENT. Water and sewer connection fees, once paid, are nonrefundable.

3. If physical installation of the PROJECT herein contemplated does not commence within one (1) year from the date of full execution of this AGREEMENT by both parties, this AGREEMENT shall be null and void. Once commenced, construction of the PROJECT shall continue with due diligence until completed.
4. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction in Hernando County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this AGREEMENT. Each party shall be responsible for its own attorneys' fees and costs.
5. If any part of this AGREEMENT shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall remain in full force and effect, provided that the part of this AGREEMENT thus invalidated or declared unenforceable is not material to the intended operation of this AGREEMENT.
6. This AGREEMENT constitutes the complete agreement of the parties and incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained herein. No modifications, amendments or alterations to the terms or conditions contained in this AGREEMENT shall be effective unless set forth in a written document duly executed by both parties.
7. The DEVELOPER shall not assign this AGREEMENT without the prior written consent of the DISTRICT. Any proposed assignment to any person or entity shall require written agreement of such person or entity to comply with all terms, conditions, covenants and provisions of this AGREEMENT.
8. **Compliance with Ordinance.** HERNANDO and DEVELOPER agree that this agreement acknowledges a request for sewer service from HERNANDO. This agreement further provides terms hereof which constitute the response to DEVELOPER's request for water and sewer services and the availability of such service is based upon the terms of this agreement. This agreement constitutes a formal commitment from HERNANDO to provide sewer services upon connection to the wastewater system, when constructed, and upon the receipt of connection fee payments for sewer due at each final plat approval. HERNANDO shall accept said offsite sewer facilities so long as they are built in accordance with the provisions of this agreement and certified at DEVELOPER's expense by an engineer licensed by the State of Florida to have been built substantially in accordance with the approved plans.
9. **Restoration of Project Improvements.** Following repairs and maintenance, HERNANDO agrees that in the event it shall be necessary for it to repair or maintain sewer lines or other facilities within the DEVELOPMENT and conveyed to HERNANDO, HERNANDO will fully restore all DEVELOPMENT improvements at its sole expense upon completion of repair or maintenance including but not limited to streets, sidewalks, curbs, sod, landscaping on and

other similar improvements. Street, curb, and sidewalk restoration shall be done in accordance with the standards of Hernando County and additionally be of the same quality of construction as the original improvements damaged or destroyed.

10. **Failure to Perform.** The parties agree that failure or delay of HERNANDO or the DEVELOPER in performing any of the terms of this agreement shall be excused if and to the extent the failure or delay is caused by acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulations, or the order or action of any court or agency or instrumentality of any government, or any other cause or causes beyond the control of HERNANDO.
11. **Agency Approvals.** Sewer service by HERNANDO is contingent upon applicable federal, state and county regulatory agency permits and approvals. Should federal, state, or local permits and/or approvals for service to the DEVELOPMENT be denied or withheld in a manner which is not due to any negligence, and beyond the control, of HERNANDO, this agreement shall be null and void and all connection fee payments, including prepayments, if any, shall be returned to DEVELOPER.
12. **Indemnification.** DEVELOPER agrees to protect, indemnify, and hold HERNANDO harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of DEVELOPER'S servants, agents, or employees arising out of the installation of water or sewer facilities by DEVELOPER. For ten (\$10.00) dollars and other good and valuable consideration paid by the DEVELOPER to HERNANDO, the receipt and sufficiency of which is hereby acknowledged, HERNANDO agrees to indemnify and hold the DEVELOPER harmless from any claims, damages, suits and liabilities resulting or arising from HERNANDO's negligence in the operation of HERNANDO's water supply system and/or wastewater system, including, without limitation costs for physical repair of HERNANDO's systems as well as any costs resulting or arising from any claims or suits relating thereto, together with all court costs and reasonable attorney's fees in the trial court and on all appeals.
13. **Miscellaneous.** This agreement may not be changed, orally, but only by instrument in writing signed by the parties. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this agreement or the paragraphs or provisions herein. Failure of either party to exercise any right or power given hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's right to demand strict compliance with the terms and provisions of this agreement. Neither party shall declare the other in default of the provision of this agreement without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
14. **Pre-Construction Conference.** A pre-construction conference for sewer construction shall be held by DEVELOPER and HERNANDO shall be notified of said conferences and be allowed to attend and make comments.
15. **Notification of Inspector.** The DEVELOPER's engineer shall notify HERNANDO to arrange for HERNANDO's inspector to be present when actual connection is made to HERNANDO's sewer lines.

16. **Severability.** In the event any one or more provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.
17. **Assignment of Agreement.** No right to any sewer commitment provided for in this Agreement shall be transferred, assigned, or otherwise conveyed to any other party without the prior express written consent of HERNANDO, provided, however; that the consent of HERNANDO shall not be required in connection with the sale, lease or other conveyance of property or any residential unit or commercial establishment to a bona fide purchaser, lessee, resident, occupant or any party who will be the ultimate user of the DEVELOPMENT, or any part thereof. The intent of this Paragraph is to require consent of HERNANDO for assignments or transfers to any other sewer supply allocation to any person or entity who receives an assignment or conveyance of all, or any part, of the DEVELOPMENT from DEVELOPER and thereafter holds such property as an investment for resale or intends to develop a portion of the DEVELOPMENT for subsequent sale within a reasonable period of time, so that HERNANDO can adequately determine the demand for sewer service upon its system and plan for the fair and equitable allocation of sewer service among the residents of Hernando County, Florida. Consent, when required pursuant to this Paragraph, shall not be unreasonably withheld, or delayed by HERNANDO. In the event that the DEVELOPMENT, or any portion thereof, is transferred or conveyed by the DEVELOPER, the DEVELOPER shall remain liable to HERNANDO for all sums of money and all obligations accrued and unpaid or unperformed up to the time of such transfer or conveyance (unless released in writing by HERNANDO). The transferee or grantee of DEVELOPER shall be deemed to assume the obligations of this Agreement and be liable to HERNANDO for all sums of money and all obligations due under this Agreement pertaining to the portion of DEVELOPMENT so conveyed or transferred on and after the date of transfer or conveyance from the DEVELOPER. Any assignment, in whole or in part, of this Agreement pursuant to this Paragraph shall benefit, and bind, the successors, assigns and legal representatives of the DEVELOPER.
18. **Construction Water.** DEVELOPER does not contemplate any need for use of a HERNANDO water system during construction.
19. **Binding Effect.** This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
20. **Effluent Reuse.** Effluent Reuse on DEVELOPMENT property is not available to the project by HERNANDO and shall not be required.
21. **Recordation of Agreement.** This Agreement is being recorded in the Public Record of Hernando County, Florida, for the particular purpose of placing all Owners and occupants, and their successors and assigns, upon notice of the provisions herein contained. The same shall be deemed covenants running with the DEVELOPER'S land lying and situate in Hernando County, Florida as more particularly described in Exhibit A attached hereto and by this reference expressly made a part hereof. DEVELOPER shall pay all recording fees.
22. **Notices.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for which it

was intended, or if delivered at or sent by registered or certified mail or facsimile to the last business address known to the party giving notice. Notice should be sent to the parties as follows, unless and until notified in writing to the contrary:

DEVELOPER: CABOT CITRUS OPCO LLC
17590 Ponce De Leon Blvd.
Brooksville, FL 34614

HERNANDO: Hernando County Water and Sewer District
C/O Hernando County Utilities Department
15365 Cortez Blvd.
Brooksville, FL 34613
Attention: Utilities Manager
Telephone: (352) 540-4368
Fax: (352) 754-4485

23. **Force Majeure.** Should the DEVELOPER be reasonably delayed or prevented, in whole or in part, from performing any obligation or conditions in this Agreement Or from exercising its rights herein by reason of, or as a result of, any force majeure, DEVELOPER or HERNANDO shall be excused from performing such obligations or conditions to the extent that the same cannot be reasonably and timely completed without jeopardizing any other provision of this Agreement. The term "force majeure" shall include, without limitation, Acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies, blockades, wars, insurrections or riots; necessary maintenance work, breakdown of, or damages to, machinery, pumps or pipe lines; epidemics; pandemic; landslides; earthquakes; fire.; storms; floods or washouts; arrests, title disputes, or other litigation; governmental restraints, either federal, state or county, civil or military; civil disturbances; explosions; inability to obtain necessary materials, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws or proclamations, either federal, state or county, civil or military; and other causes beyond the reasonable control of DEVELOPER, whether or not specifically enumerated herein.

Should the DEVELOPER decide to subdivide the property into a residential subdivision, the DEVELOPER, his successors, or assigns, shall modify this agreement for water and sewer service.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of March, 2023.

CABOT CITRUS OPCO LLC, a Delaware
Limited liability company

By: 
Daniel Knight
~~Vice President~~
Managing Director

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (COUNTY)

Doug Chorvat, Jr., Clerk

By: _____ Date
John Allocco, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


County Attorney

EXHIBIT A
1 of 4

DESCRIPTION: (Per Title Commitment Number Order No.: 9884948, Revision Number: 4)

Parcel I

The Southwest 1/4 and the West 1/2 of the Northwest 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The East 1/2 of the NW 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

All of the NE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida. AND The SW 1/4 of the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The North 1/2 of the NW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The SE 1/4 of the NW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The E 1/2 of the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The NE 1/4 of the NE 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The NW 1/4 of SW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The SE 1/4 of Southeast 1/4 and the South 1/2 of Northeast 1/4 of Southeast 1/4, of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The NE 1/4 of the NW 1/4 and all that part of the West 1/2 of the NW 1/4 lying North and East of U.S. Highway No. 98, Section 11, Township 21 South, Range 18 East, Hernando County, Florida.

AND

A portion of Sugarmill Woods, Palm Village as per the map or plat thereof recorded in Plat Book 14, pages 1 through 102 inclusive of the Public Records of Hernando County, Florida, lying in Section 3 and 10, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Beginning commence at the Northeast corner of said Section 3; thence S 00°04'38" E along the East boundary of said Section 3, 2659.27 feet; thence continue S 0°04'19" E along said East boundary 2658.69 feet to the Northeast corner of said Section 10; thence S 00°23'22" W along the East boundary of said Section 10, 1069.93 feet to the Southeast corner of said Sugarmill Woods, Palm Village; thence N 47°56'31"W, along the Southwesterly boundary of said Sugarmill Woods Palm Village, 2144.37 feet; thence N 42°03'29" E along the Easterly right of way line of Palm Boulevard South as shown on said Plat, 48.00 feet; thence S 56°22'17" E along the Southwesterly boundary of Lot 1, Block B-522 of said Plat, 117.51 feet; thence N 33°37'43" E along the Southeasterly boundary of said Lot 1, 120.00 feet; thence N 33°37'43" E perpendicular to the centerline of Owatonna Drive as shown on said Plat, 30.00 feet; thence N 56°22'17" W along said centerline 7.33 feet; thence N 33°37'43" E perpendicular to said centerline, 30.00 feet; thence N 66°35'41" E along the Southeasterly boundary of Lot 26, Blocks B-524, 143.03 feet; thence the following seven (7) courses

EXHIBIT A
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along the rear lot lines of Blocks B-524 and B-525 of said Plat: (1) N 38°54'35" W, 40.00 feet; (2) Northerly 382.15 feet along the arc of a curve to the left, said curve having a radius of 1088.79 feet, a central angle of 20°06'36", and a chord bearing and distance of N 15°01'01" E, 380.19 feet; (3) N 04°57'44" E, 110.00 feet; (4) Northerly 283.23 feet along the arc of a curve to the right, said curve having a radius of 513.80 feet, a central angle of 31°35'04", and a chord bearing and distance of N 20°45'16" E, 279.66 feet; (5) N 36°32'43" E, 25.56 feet; (6) N 36°32'44" E, 90.56 feet; (7) N 83°45'28" E, 61.40 feet; thence N 10°03'54" E, along the East boundary of Lot 1, Block B-525 of said Plat, 126.49 feet; thence N 28°30'00" E perpendicular to the centerline of Hupa Road as shown on said Plat, 30.00 feet; thence N 61°30'00" W along said centerline, 48.70 feet; thence N 28°30'00" E perpendicular to said centerline, 30.00 feet; thence the following five (5) courses along the rear lot lines of Lot 19 of Block B-525 and Lot 1 of Block B-526 of said Plat: (1) N 28°30'00" E, 85.00 feet; (2) N 79°10'35" E, 55.23 feet; (3) Northerly 100.10 feet along the arc of a curve to the left, said curve having a radius of 1321.78 feet, a central angle of 04°20'20", and a chord bearing and distance of N 19°48'52" E, 100.07 feet; (4) N 40°31'00" W, 56.42 feet; (5) N 11°07'43" E, 85.00 feet; thence N 11°07'44" E perpendicular to the centerline of Shawnigan Circle as shown on said Plat, 30.00 feet; thence S 78°52'16" E along said centerline, 52.43 feet; thence N 11°07'44" E perpendicular to said centerline 30.00 feet; thence the following seven (7) courses along the rear lot lines of Lots 1 through 7 of Block B-527 of said Plat: (1) N 11°07'43" E, 80.00 feet; (2) N 37°28'35" E, 44.64 feet; (3) N 39°57'21" W, 40.00 feet; (4) Northerly 143.49 feet along the arc of a curve to the left, said curve having a radius of 1321.78 feet, a central angle of 06°13'11", and a chord bearing and distance of N 00°24'19" E, 143.42 feet (5) N 02°42'17" W, 334.29 feet; (6) N 39°27'48" E, 50.00 feet; (7) N 24°24'28" W, 130.00 feet; thence N 01°47'17" W perpendicular to the centerline of Shawnigan Circle, 30.00 feet; thence N 88°12'43" E along said centerline, 10.00 feet; thence N 01°47'17" W perpendicular to said centerline, 30.00 feet; thence the following six (6) courses along the rear lot lines of Lots 19 through 22 of Block B-526 and Lot 1 of Block B-528 of said Plat: (1) N 16°38'49" E, 126.49 feet; (2) N 31°01'04" W 40.00 feet; (3) Northerly 130.79 feet along the arc of a curve to the right, said curve having a radius of 1056.83 feet, a central angle of 07°05'26", and a chord bearing and distance of N 11°50'00" E, 130.70 feet; (4) N 15°22'43" E, 70.24 feet; (5) S 87°57'59" E, 40.00 feet; (6) N 08°33'36" W, 170.12 feet; thence N 16°02'43" E perpendicular to the centerline of Pontiac Court as shown on said Plat 30.00 feet; thence S 73°57'17" E along said centerline, 25.00 feet; thence N 16°02'43" E perpendicular to said centerline, 30.00 feet; thence the following five (5) courses along the rear lot lines of Lots 10 through 12 of Block B-528 and Lot 1 of Block B-529 of said Plat: (1) N 30°04'44" E, 153.36 feet; (2) N 31°31'19" W, 40.00 feet (3) Northerly 134.54 feet along the arc of a curve to the right, said curve having a radius of 9321.56 feet, a central angle of 00°49'37" and a chord bearing and distance of N 17°43'25" E, 134.54 feet; (4) N 66°51'19" E, 50.00 feet; (5) N 03°52'05" E, 133.74 feet; thence N 27°12'43" E perpendicular to the centerline of Ingalik Road as shown on said Plat 30.00 feet; thence along said centerline Northwesterly 83.81 feet along the arc of a curve to the left, said curve having a radius of 654.36 feet, a central angle of 07°20'19", and a chord bearing and distance of N 66°27'26" W, 83.75 feet; thence N 19°52'24" E perpendicular to said centerline, 30.00 feet; thence the following six (6) courses along the rear lot lines of Lots 12 through 15 of Block B-529 and Lot 1 of Block B-530 of said Plat: (1) N 59°05'03" E, 147.84 feet; (2) N 05°42'15" W, 40.00 feet; (3) N 20°12'44" E, 229.10 feet; (4) N 62°18'17" E, 54.92 feet; (5) N 08°20'24" W, 67.10 feet; (6) N 20°12'43" E, 60.00 feet; thence N 20°12'43" E perpendicular to the centerline of Puma Road as shown on said Plat, 30.00 feet; thence N 69°47'17" W along said centerline, 40.10 feet; thence N 20°12'43" E perpendicular to said centerline, 30.00 feet; thence the following five (5) courses along the rear lot lines of Lots 6 through 13 of Block B-530 of said Plat: (1) N 20°12'43" E, 75.00 feet; (2) N 70°24'28" E, 71.19 feet; (3) N 11°45'25" W, 49.98 feet; (4) Northerly 586.83 feet along the arc of a curve to the left, said curve having a radius of 2174.11 feet, a central angle of 15°27'54", and a chord bearing and distance of N 07°50'13"

EXHIBIT A
3 of 4

E, 585.05 feet; (5) N 00°06'16" E, 130.28 feet; thence S 89°46'17" E along the North boundary of said Section 3, 134.77 feet to the Point of Beginning.

LESS AND EXCEPT:

That portion of the above described lying within the right of way of US Highway No. 98 as shown on Florida State Road Department right of way map, section no. 0808-101, dated 3/16/50.

PARCEL II

The South 1/2 of Section 1, Township 21 South, Range 18 East, Hernando County, Florida, LESS AND EXCEPT the right of way for State Road 491;

LESS that part thereof described as begin 630 feet North of the Southeast corner of Section 1 and run thence West 210 feet, North 420 feet, East 210 feet, and South 420 feet to the Point of Beginning.

LESS that part conveyed in Special Warranty Deed recorded in Official Records Book 1241, page 972, Public Records of Hernando County, Florida;

LESS that part conveyed in Quit Claim Deed recorded in Official Records Book 1925, page 317, Public Records of Hernando County, Florida.

PARCEL III

That part of the South 3/4 of the West 1/2 of the NE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida, lying West of graded road, being more particularly described as follows: For a point of reference commence at the Northwest corner of the NE 1/4 of said Section 11; thence S 00°10'18" W along the West boundary of said NE 1/4 667.89 feet for a Point of Beginning; thence continue S 00°10'18" W, along the West boundary of said NE 1/4 667.89 feet; thence S 00°01'05" E along said West boundary, 1233.61 feet; thence the following two (2) courses along the Northwesterly right of way line of Hebron Church Road, a graded roadway as presently (5/17/91) occupied: (1) N 26°40'24" E, 1625.22 feet; (2) N 27°22'09" E, 503.17 feet; thence N 89°51'29" W along the North boundary of the South 3/4 of the West 1/2 of the NE 1/4 of said Section 11, 959.27 feet to the Point of Beginning.

PARCEL IV

That part of the NE 1/4 of Section 11, Township 21 South, Range 18 East, lying East of a graded County Road known as Hebron Church Road, and the North 1/2 of the NE 1/4 of the SE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida.

PARCEL V

The North 1/2 of the NW 1/4 of NE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida, lying West of the graded road and being more particularly described as follows: For a Point of Beginning commence at the Northwest corner of the NE 1/4 of said Section 11; thence S 89°45'45" E along the North boundary of said Section 11, 1320.99 feet; thence S 00°15'15" E along the East boundary of the NW 1/4 of the NE 1/4 of said Section 11, 72.15 feet to a point on the Westerly right of way line of Hebron Church Road, a graded roadway as presently (5/17/91) occupied; thence the following two (2) courses along said Westerly right of way line; (1) S 38°41'55" W, 258.77 feet; (2) S 27°22'09" W, 439.92 feet; thence N 89°51'29" W along the South boundary of the North 1/2 of the NW 1/4 of the NE 1/4 of said Section 11, 959.27 feet; thence N 00°10'18" E, along the West boundary of the NE 1/4 of said Section 11 667.89 feet to the Point of Beginning.

AND

That part of the NE 1/4 of the NE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida lying West of Hebron Church Road as presently 5/17/91) occupied, and being more particularly described as follows:

EXHIBIT A
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For a point of reference commence at the Northwest corner of the NE 1/4 of said Section 11; thence S 89°45'45" E along the North boundary of said Section 11, 1320.99 feet to the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 11 for a Point of Beginning; thence S00°15'15" E along the West boundary of the NE 1/4 of the NE 1/4 of said Section 11, 72.15 feet to a point on the Westerly right of way line of Hebron Church Road, a graded roadway as presently (5/17/91) occupied; thence N 38°41'55" E along said Westerly right of way line, 33.66 feet; thence N 24°58'03" W along said Westerly right of way line 50.61 feet to the Point of Beginning.

PARCEL VI

That part of the NW 1/4 lying North (or Northeasterly) of U.S. Highway 98; the North 1/2 of NE 1/4; and the NE 1/4 of SW 1/4 of NE 1/4, Section 13, Township 21 South, Range 18 East, Hernando County, Florida.

LESS AND EXCEPT that portion conveyed in Deed recorded in Official Records Book 1241, page 972, Public Records of Hernando County, Florida.

PARCEL VII

That part of the South 1/2 of SE 1/4 of SE 1/4 lying North (or Northeasterly) of U.S. Highway 98, Section 11, Township 21 South, Range 18 East, Hernando County, Florida.

PARCEL VIII

That part of the NE 1/4 of NE 1/4 of Section 14, Township 21 South, Range 18 East lying North (or Northeasterly) of U.S. Highway 98, Hernando County, Florida.

LESS AND EXCEPT that portion conveyed in Deed recorded in Official Records Book 1241, page 975, Public Records of Hernando County, Florida.

PARCEL IX

The West 1/2; the NE 1/4 less the right of way for State Road 491; the West 3/4 of the North 1/2 of the SE 1/4 of Southwest 1/4 of SW 1/4 of SE 1/4; and the South 1/2 of SE 1/4 of SE 1/4, Section 12, Township 21 South, Range 18 East, Hernando County, Florida.

LESS AND EXCEPT

A portion of the SE 1/4 of Section 12, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

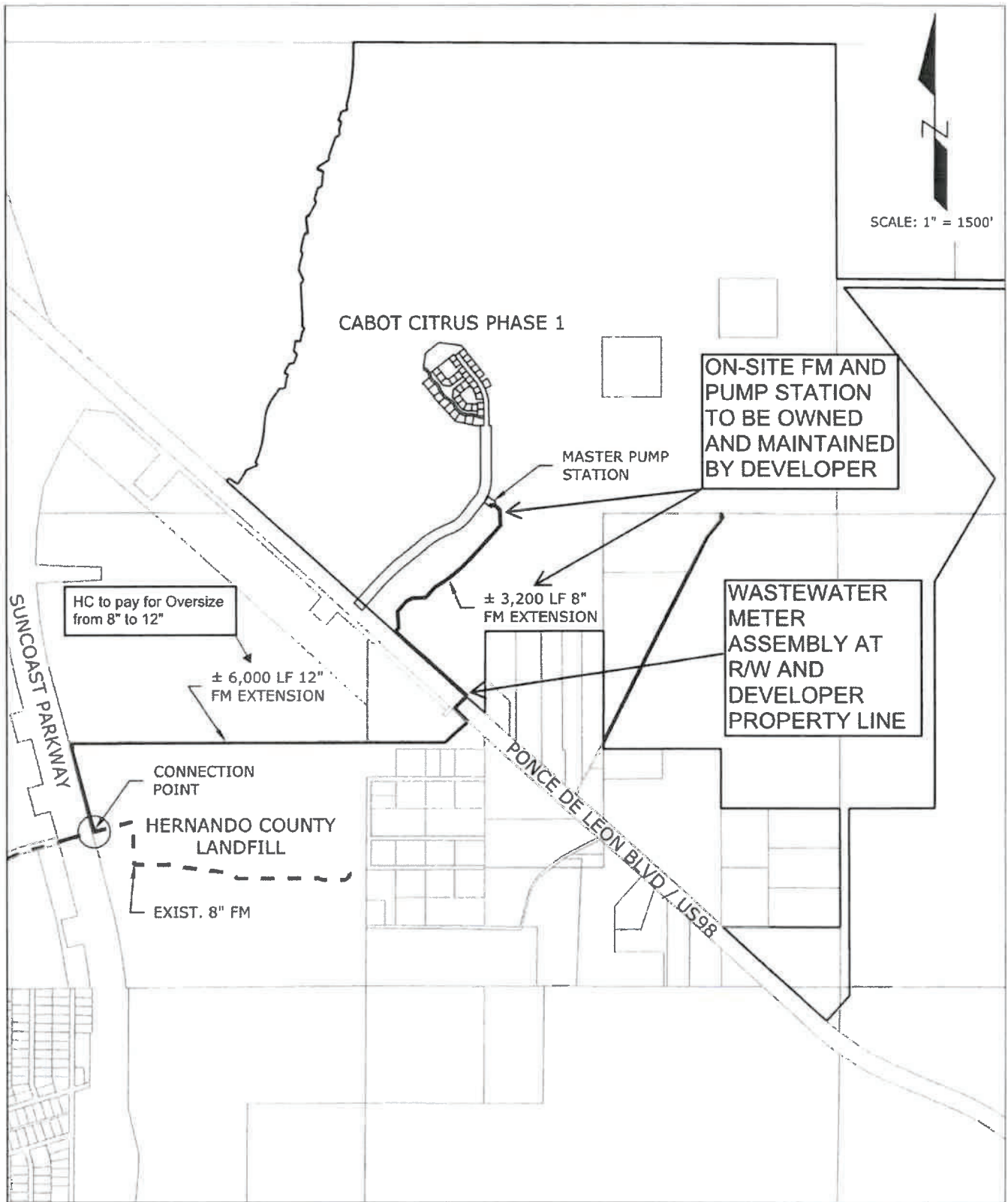
For a point of reference commence at the South 1/4 corner of said Section 12; thence N 00°13'23" W along the West boundary of said SE 1/4 660.14 feet; thence continue along said West boundary N 00°19'03" E, 676.53 feet to the Southwest corner of the North 1/2 of the SE 1/4 of Section 12 for a Point of Beginning; thence S 89°37'32" E along the South boundary of the North 1/2 1990.22 feet to the Southeast corner of the West 3/4 of said North 1/2 thence N 89°09'16" W along a line presently occupied as the South boundary of the said North 1/2 1990.31 feet; thence S 00°19'03" W, 16.37 feet to the Point of Beginning.

LESS AND EXCEPT

That portion conveyed in Deed recorded in Official Records Book 1241, page 972, Public Records of Hernando County, Florida.

LESS AND EXCEPT

That portion conveyed in Deed recorded in Official Records Book 1925, page 314, Public Records of Hernando County, Florida.



Coastal
 engineering associates, inc.

666 Candlelight Boulevard • Brooksville • Florida 34601
 (352) 798-9423 • Fax (352) 799-0359
 EB-0000142

Engineering
 Planning
 Surveying
 Environmental
 Traffic
 Transportation
 Construction Management

CABOT CITRUS FORCEMAIN CONNECTIONS

EXHIBIT B

DATE
 12/13/22

22009-8

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EXHIBIT C

CABOT CITRUS FARMS MASTER PUMP STATION & FORCEMAIN ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
Cost Estimate (Oversized to 12-inch for offsite and 8-inch onsite)					
I. GENERAL CONDITIONS					
1	Mobilization	1	LS	\$88,500.00	\$88,500.00
2	Insurance, Permits, & Performance and Payment Bond	1	LS	\$48,000.00	\$48,000.00
3	Maintenance of Traffic	1	LS	\$12,500.00	\$12,500.00
4	Survey Layout/As-built	1	LS	\$55,600.00	\$55,600.00
5	Pre/Post Video	1	LS	\$1,500.00	\$1,500.00
6	Erosion Sediment Control (incl. NPDES Permit/insp rpt./NOT	1	LS	\$7,500.00	\$7,500.00
7	Clearing & Grubbing	1	LS	\$66,000.00	\$66,000.00
8	8" Unimag Magnetic Flowtube Meter & Transmitter	1	LS	\$18,000.00	\$18,000.00
9	12' Diameter Wetwell	1	EA	\$210,000.00	\$210,000.00
10	Valve Box 6'x10'	1		\$28,500.00	\$28,500.00
11	Lift Station 2 10hp Pumps w/ HDWR	1	EA	\$120,000.00	\$120,000.00
12	Lift Station Piping	1	EA	\$62,000.00	\$62,000.00
13	Data Flow System	1	EA	\$28,500.00	\$28,500.00
14	Electric Service Connection	1	EA	\$38,000.00	\$38,000.00
15	Lift Station Water Service	1	EA	\$2,900.00	\$2,900.00
16	Lift Station Fencing	1	LS	\$24,800.00	\$24,800.00
17	Lift Station Generator	1	EA	\$100,000.00	\$100,000.00
16	6" Concrete Driveway & Pad	1,500	SY	\$13.00	\$19,500.00
17	Lift Station Generator Pad	1	EA	\$5,800.00	\$5,800.00
18	Lift Station Transformer Pad	1	EA	\$5,300.00	\$5,300.00
19	8" PVC C-900 DR18 FM	3,250	LF	\$55.00	\$178,750.00
20	12" PVC C-900 DR18 FM	5,770	LF	\$98.00	\$565,460.00
21	12" Fusible PVC C-900 DR18 FM - HDD	185	LF	\$200.00	\$37,000.00
22	8" 22-1/2° MJ Elbow w/ Restraints	4	EA	\$1,250.00	\$5,000.00
23	8" 45° MJ Elbow w/ Restraints	11	EA	\$1,250.00	\$13,750.00
24	12" 11° MJ Elbow w/ Restraints	1	EA	\$1,300.00	\$1,300.00
25	12" 45° MJ Elbow w/ Restraints	13	EA	\$1,300.00	\$16,900.00
26	8"x12" Reducer w/ Restraints	1	EA	\$1,000.00	\$1,000.00
27	8" Gate Valve with Box & Restraints	4	EA	\$4,100.00	\$16,400.00
28	12" Gate Valve with Box and Restraints	9	EA	\$7,300.00	\$65,700.00
29	4' Sanitary Lined Manhole (18'-20')	1	EA	\$22,200.00	\$22,200.00
30	8" PVC (18'-20' CUT)	59	LF	\$120.00	\$7,080.00
31	Combination Air-Vacuum Release Valve Assembly and Manhole	5	EA	\$8,500.00	\$42,500.00
32	Connect to Existing 12" FM	1	LS	\$2,500.00	\$2,500.00
33	Sanitary Sewer Testing	1	LS	\$1,200.00	\$1,200.00
34	Pressure Testing	1	LS	\$22,500.00	\$22,500.00
35	Sod Restoration FDOT & ROW	4,000	SY	\$3.25	\$13,000.00
35	Fence Removal and Replacement	1	LS	\$14,500.00	\$14,500.00
36	Seed & Mulch Restoration Easement	36,500	SY	\$0.55	\$20,075.00

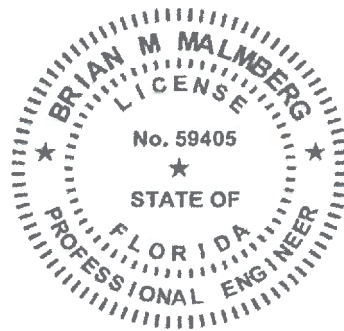
**CABOT CITRUS FARMS
 MASTER PUMP STATION & FORCEMAIN
 ENGINEER'S OPINON OF PROBABLE CONSTRUCTION COST**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
SUBTOTAL				\$1,989,715.00

SUMMARY	
SUBTOTAL	\$1,989,715.00
CONTINGENCY @ 10%	\$198,972.00
ITEM TOTAL	\$2,188,687.00

Note: The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable cost provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgement as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or actual construction cost will not vary from that shown herein.

Coastal Engineering Associates, Inc.
 January, 2023



Brian Malmberg, P.E.
 FL PE Reg. No. 59405

EXHIBIT C

CABOT CITRUS FARMS MASTER PUMP STATION & FORCEMAIN ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
Cost Estimate (8-inch Force Main)					
I. GENERAL CONDITIONS					
1	Mobilization	1	LS	\$78,500.00	\$78,500.00
2	Insurance, Permits, & Performance and Payment Bond	1	LS	\$48,000.00	\$48,000.00
3	Maintenance of Traffic	1	LS	\$12,500.00	\$12,500.00
4	Survey Layout/As-built	1	LS	\$55,600.00	\$55,600.00
5	Pre/Post Video	1	LS	\$1,500.00	\$1,500.00
6	Erosion Sediment Control (incl. NPDES Permit/insp rpt./NOT	1	LS	\$7,500.00	\$7,500.00
7	Clearing & Grubbing	1	LS	\$66,000.00	\$66,000.00
8	8" Unimag Magnetic Flowtube Meter & Transmitter	1	LS	\$18,000.00	\$18,000.00
9	12' Diameter Wetwell	1	EA	\$210,000.00	\$210,000.00
10	Valve Box 6'x10'	1		\$28,500.00	\$28,500.00
11	Lift Station 2 10hp Pumps w/ HDWR	1	EA	\$120,000.00	\$120,000.00
12	Lift Station Piping	1	EA	\$62,000.00	\$62,000.00
13	Data Flow System	1	EA	\$28,500.00	\$28,500.00
14	Electric Service Connection	1	EA	\$38,000.00	\$38,000.00
15	Lift Station Water Service	1	EA	\$2,900.00	\$2,900.00
16	Lift Station Fencing	1	LS	\$24,800.00	\$24,800.00
17	Lift Station Generator	1	EA	\$100,000.00	\$100,000.00
16	6" Concrete Driveway & Pad	1,500	SY	\$13.00	\$19,500.00
17	Lift Station Generator Pad	1	EA	\$5,800.00	\$5,800.00
18	Lift Station Transformer Pad	1	EA	\$5,300.00	\$5,300.00
19	8" PVC C-900 DR18 FM	9,020	LF	\$55.00	\$496,100.00
20	8" Fusible PVC C-900 DR18 FM - HDD	185	LF	\$120.00	\$22,200.00
21	8" 11° MJ Elbow w/ Restraints	1	EA	\$1,250.00	\$1,250.00
22	8" 22-1/2° MJ Elbow w/ Restraints	4	EA	\$1,250.00	\$5,000.00
23	8" 45° MJ Elbow w/ Restraints	24	EA	\$1,250.00	\$30,000.00
24	8" Gate Valve with Box & Restraints	13	EA	\$4,100.00	\$53,300.00
25	4' Sanitary Lined Manhole (18'-20')	1	EA	\$22,200.00	\$22,200.00
26	8" PVC (18'-20' CUT)	59	LF	\$120.00	\$7,080.00
27	Combination Air-Vacuum Release Valve Assembly and Manhole	5	EA	\$8,500.00	\$42,500.00
28	Connect to Existing 8" FM	1	LS	\$2,500.00	\$2,500.00
29	Sanitary Sewer Testing	1	LS	\$1,200.00	\$1,200.00
30	Pressure Testing	1	LS	\$22,500.00	\$22,500.00
31	Sod Restoration FDOT & ROW	4,000	SY	\$3.25	\$13,000.00
32	Fence Removal and Replacement	1	LS	\$14,500.00	\$14,500.00
33	Seed & Mulch Restoration Easement	36,500	SY	\$0.55	\$20,075.00
				SUBTOTAL	\$1,686,305.00

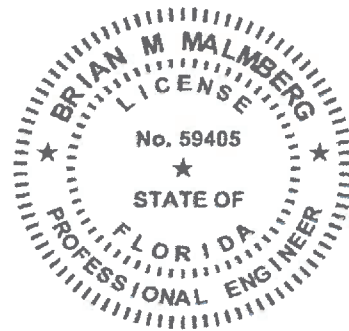
CABOT CITRUS FARMS
MASTER PUMP STATION & FORCEMAIN
ENGINEER'S OPINON OF PROBABLE CONSTRUCTION COST

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
SUMMARY				
SUBTOTAL				\$1,686,305.00
CONTINGENCY @ 10%				\$168,631.00
ITEM TOTAL				\$1,854,936.00

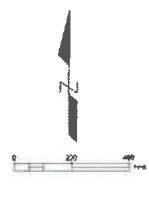
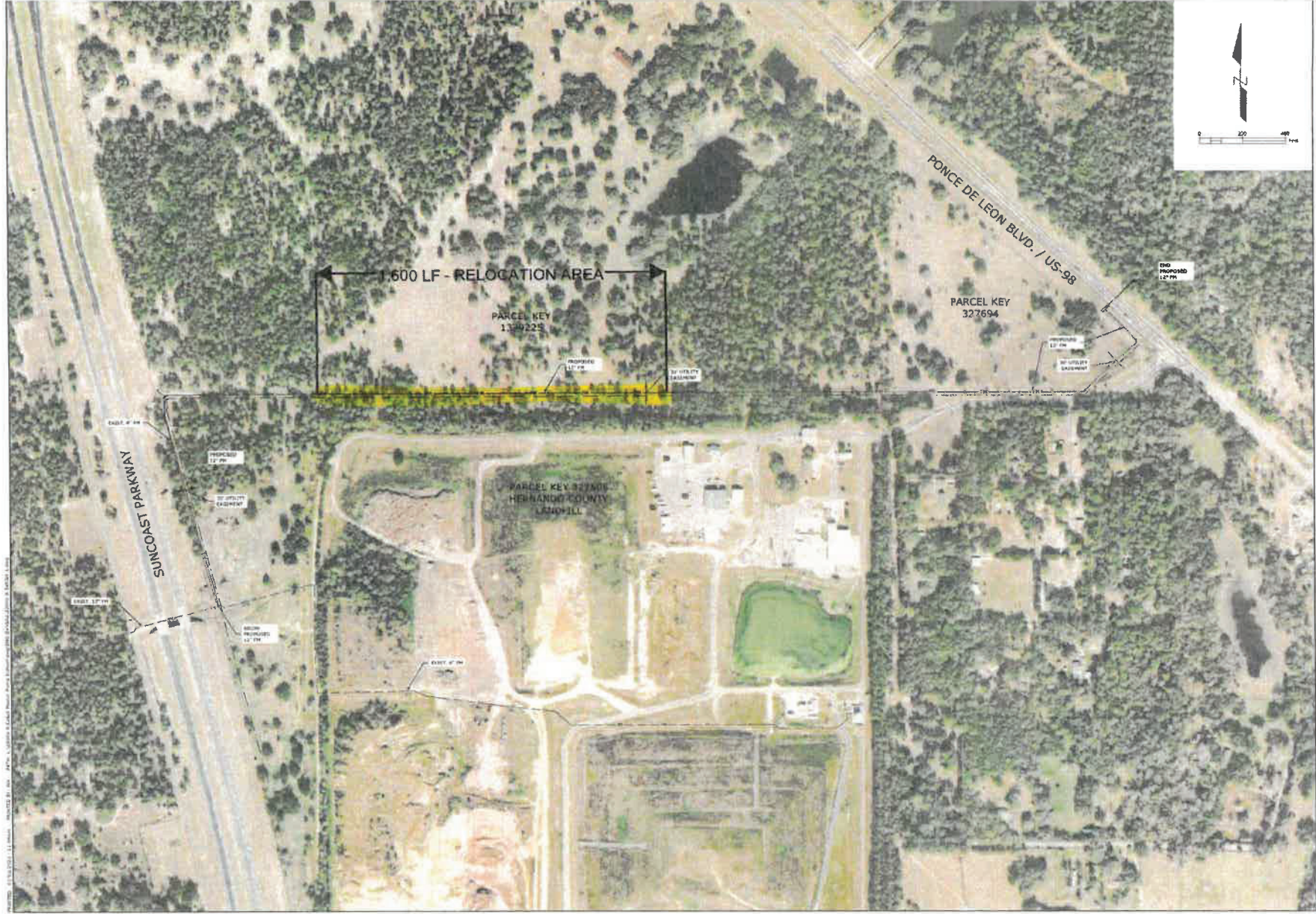
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Coastal Engineering Associates, Inc.

February, 2023



Brian Malmberg, P.E.
 FL PE Reg. No. 59405



**FORCE MAIN RELOCATION
EXHIBIT D**

**CABOT CITRUS MASTER PUMP
STATION**



REUSE OF DOCUMENT OF THIS DOCUMENT, OR ANY PART THEREOF, FOR ANY OTHER PROJECT OR AT ANY OTHER TIME WITHOUT THE WRITTEN CONSENT OF COASTAL ENGINEERING & CONSTRUCTION, INC. IS STRICTLY PROHIBITED. ANY REUSE OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF COASTAL ENGINEERING & CONSTRUCTION, INC. SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO COASTAL ENGINEERING & CONSTRUCTION, INC.

DATE	REV. BY	REV. NO.	REVISION

DATE: _____
 REV. BY: _____
 REV. NO.: _____
 REVISION: _____