

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

Parcel ID Number: R20 422 18 0000 0020 0000, R20 422 18 0000 0090 0000

**PINE CONE
WATER AND SEWER SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and among the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the “**DISTRICT**”, and William Ryan Homes Florida, Inc., a Florida corporation, hereinafter referred to as the “**DEVELOPER**”.

RECITALS:

WHEREAS, the **DEVELOPER** has been retained by TAMPA PINES I, LLC, a Delaware limited liability company (the “**OWNER**”), the fee simple owner, to develop the approximately 60.825 acres of real property located in unincorporated Hernando County, which is described on Exhibit “A” and depicted on Exhibit “B”, attached hereto and incorporated herein, hereinafter referred to as the “**PROJECT**”; and

WHEREAS, the **PROJECT** is proposed for a residential development consisting of approximately 213 single-family residential units which will require approximately 74,550 gallons per day (gpd) of potable water supply and 42,600 gallons per day (gpd) of sanitary sewer service; and

WHEREAS, the **DISTRICT** operates a water plant and a wastewater plant that are presently capable of providing potable water supply and sanitary sewer service to the **PROJECT**; and

WHEREAS, in consideration for the **DISTRICT** providing potable water supply and sanitary sewer service to the **PROJECT**:

a. **DEVELOPER** shall cause **OWNER** to grant, where needed due to the absence of County Rights-of-Way, existing or as shown on conditional plat and construction plans, dedicate, and/or convey exclusive perpetual water and sewer utility easements to the **DISTRICT** for existing and future water distribution mains, wastewater transmission mains, and attendant facilities, appurtenances, and equipment located, constructed, and/or installed on the **PROJECT**; and

b. The **DEVELOPER** agrees to construct, install, and extend 4,049 linear feet of 6” force main, wastewater pumping station and wet well, and pumping equipment and machinery, as well as to upgrade the existing equipment and machinery, all as depicted on Exhibit “C” attached hereto and incorporated herein, together with attendant facilities, appurtenances and equipment, more particularly described in this **AGREEMENT**, hereinafter referred to as the “**WASTEWATER SYSTEM IMPROVEMENTS**”; and

WHEREAS, the **DISTRICT**, and the **DEVELOPER** desire to enter into an agreement in order to delineate, make certain, and define each of their obligations with respect to the provision of a water supply and distribution system and wastewater collection and treatment system which shall service the **PROJECT**.

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

A. WATER SUPPLY AND DISTRIBUTION SYSTEM

1. **Water Supply System.** The **DEVELOPER** agrees, at the expense of the **DEVELOPER**, to construct, install, and extend water mains, fittings, and attendant water facilities necessary to connect the **PROJECT**'s water distribution system to the **DISTRICT**'s existing potable water transmission system. The connection points for the **PROJECT**'s water distribution system shall be at the **DISTRICT**'s existing 4-inch diameter water main located on Pine Cone Street, at the **DISTRICT**'s existing 2-inch diameter water main located on Evergreen Avenue, and at the **DISTRICT**'s existing 8-inch diameter water main located near the northwest corner of Weeping Willow Street and Jacqueline Road intersection, thereby creating a looped system, as depicted on Exhibit "D." In addition, other offsite connection points for the **PROJECT**'s water distribution system shall be at the **DISTRICT**'s existing 6" water main at the intersection of Greenwood Street and White Pine Avenue, at the **DISTRICT**'s existing 2-inch water main located along Greenwood Avenue and to the west of Pinewood Avenue, at the **DISTRICT**'s existing 4" water main and existing 6" water main at the intersection of Greenwood Street and Pinewood Avenue, and the **DISTRICT**'s existing 4" water main at Pitcairn Street. The **DEVELOPER** agrees to plan, design, permit, inspect, upgrade, improve, construct, install, and extend the **PROJECT**'s water distribution system in accordance with the requirements of the Florida Department of Environmental Protection (FDEP), the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition and addenda, as may be applicable and pertaining thereto. Upon completion of the improvements, the **DEVELOPER** agrees to grant, dedicate, and/or convey non-exclusive perpetual utility easements for the water mains and the connection points described in this paragraph. The **DISTRICT** agrees to thereafter provide potable water service to serve the potable water supply needs of the **PROJECT** in accordance with the terms and conditions of this **AGREEMENT**. Said potable water supply needs shall be defined as that supply necessary to serve the **PROJECT** at build out by the **DEVELOPER**.

2. **On-Site Water Distribution System.** The **DEVELOPER** shall provide, at the expense of the **DEVELOPER**, the construction and installation of all on-site water distribution lines, fittings, backflow prevention devices, fire hydrants, and other water distribution facilities required within the **PROJECT** in accordance with the requirements of the Florida Department of Environmental Protection (FDEP), the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition and addenda, as may be applicable and pertaining thereto. The **DISTRICT** shall provide potable water service to the **PROJECT** pursuant to the terms of this **AGREEMENT**, excepting such circumstances beyond the **DISTRICT**'s control as may cause temporary supply interruptions. The **DEVELOPER**, their heirs, personal representatives, successors, or assigns will be responsible for making payment for all potable water service charges provided in accordance with the **DISTRICT**'s current rates, as amended.

3. **Payment of Water Connection Fees.** Water connection fees established in the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time shall be collected for each 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 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. Should the **DEVELOPER** demand a lesser potable water supply, the **DISTRICT** shall make no reduction in or refund of connection fees. Credits shall not be given for hook-up, inspection or water meter installation charges as provided by **DISTRICT** resolution.

4. **On-Site Water Plans and Specifications.** The **DEVELOPER** agrees to prepare or have prepared plans and specifications necessary for the construction of the on-site water distribution lines, fittings, backflow prevention devices, fire hydrants, and other potable water facilities connecting the **PROJECT**'s water distribution system with the **DISTRICT**'s water transmission system. All engineering services necessary for the preparation of these plans, including hydraulic modeling, construction inspection and supervision, and engineer's certification, shall be at the expense of the **DEVELOPER**, including two sets of signed and sealed 22" x 34" record drawings and one AutoCAD and PDF copy on CD provided to the **DISTRICT**. The **DEVELOPER** agrees that, before the plans or specifications prepared by the **DEVELOPER** in accordance with this **AGREEMENT** are submitted for review by any regulatory agency, the plans and specifications shall be submitted to and approved in writing by the **DISTRICT**. Plans and specifications shall be either approved or disapproved in writing and approval of such plans and specifications shall not be unreasonably withheld.

5. **Conveyance of On-Site Water Distribution and Transmission System.** After final inspection and acceptance by the **DISTRICT** of the water distribution and transmission system, the **DEVELOPER** shall be responsible for warranty and repair of the water lines and facilities for eighteen (18) months as provided in Section 26-74 of the Hernando County Code of Ordinances. The **DEVELOPER** agrees to secure a warranty bond from the contractor in an amount equal to twenty percent (20%) of the actual construction costs to repair or replace (at the option of the **DISTRICT**) any water distribution and transmission lines and facilities installed by **DEVELOPER** which may have construction or installation defects for a period of eighteen (18) months as provided in Section 26-74 of the Hernando County Code of Ordinances. The **DEVELOPER** shall convey all on-site water lines and facilities to the **DISTRICT**, without representation or warranty except as expressly set forth in this **AGREEMENT**, by means of a letter of dedication or other documentation acceptable to the **DISTRICT**. All on-site water lines and facilities shall be placed by the **DEVELOPER** in non-exclusive utility easements granted to the **DISTRICT** by the **DEVELOPER** or in publicly dedicated rights-of-way provided by the **DEVELOPER**.

B. WASTEWATER SYSTEM

1. **Wastewater Treatment System.** The **DEVELOPER** agrees to provide, at the expense of the **DEVELOPER** (but subject to reimbursement by the **DISTRICT** as set forth below), the **WASTEWATER SYSTEM IMPROVEMENTS** specified in Section C of this **AGREEMENT**, all located in the locations specified in Section C of this **AGREEMENT**, necessary to accommodate wastewater from the **PROJECT**. The **DEVELOPER** further agrees, at the expense of the **DEVELOPER** (but subject to reimbursement by the **DISTRICT** as set forth below), to construct, install, and extend sewer force mains, pumping stations, and attendant sewer facilities necessary to connect the **PROJECT**'s wastewater collection system to the **DISTRICT**'s existing wastewater transmission system. The connection point for the **PROJECT**'s wastewater collection system shall be at the **DISTRICT**'s existing 16-inch diameter sewer force main located along Weeping Willow Street the **PROJECT**, as depicted on Exhibit "C." The **DEVELOPER** agrees to plan, design, permit, inspect, upgrade, improve, construct, install, and extend the **PROJECT**'s wastewater collection system in accordance with the requirements of the Florida Department of Environmental Protection (FDEP), the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition and addenda, as may be applicable and pertaining thereto. The **DEVELOPER** agrees to grant, dedicate, and/or convey non-exclusive perpetual utility easements for the sewer force mains, the

connection points, and the **WASTEWATER SYSTEM IMPROVEMENTS** described in this paragraph. The **DISTRICT** agrees to thereafter transmit and treat sewage collected by the **PROJECT**'s wastewater collection system in accordance with the terms and conditions of this **AGREEMENT**.

2. **On-Site Wastewater Collection System.** The **DEVELOPER** shall provide, at the expense of the **DEVELOPER** (but subject to reimbursement by the **DISTRICT** as set forth below), for the construction and installation of all gravity sewer mains, on-site sewer collection lines, pumping stations, and other sewer facilities for wastewater collection and transmission required within the **PROJECT** in accordance with the requirements of the Florida Department of Environmental Protection (FDEP), the Hernando County Code of Ordinances, and the Hernando County Utilities Department Water, Reclaimed Water, and Wastewater Construction Specifications Manual, latest edition and addenda, as may be applicable and pertaining thereto, as depicted on Exhibit "E". The **DISTRICT** shall provide sanitary sewer transmission and treatment service to the **PROJECT** pursuant to the terms of this **AGREEMENT**, excepting such circumstances beyond the **DISTRICT**'s control as may cause temporary service interruptions. The **DEVELOPER**, their heirs, personal representatives, successors, and assigns, will be responsible for making payment for all sewer service charges provided in accordance with the **DISTRICT**'s current rates, as amended.

3. **Payment of Wastewater Connection Fees.** Wastewater connection fees established in the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time shall be collected for each commercial building and each residential unit upon application for a building permit. 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 **DISTRICT** resolution.

4. **On-Site Wastewater Plans and Specifications.** The **DEVELOPER** agrees to prepare or have prepared plans and specifications necessary for the construction of the gravity sewer force main and stubout, pumping station and wet well, on-site sewer collection lines, pumping stations, and other sewer facilities connecting the **PROJECT**'s sewer collection system with the **DISTRICT**'s wastewater transmission system. All engineering services necessary for the preparation of these plans, construction inspection and supervision, and engineer's certification, shall be at the expense of the **DEVELOPER**, including two sets of signed and sealed 22" x 34" record drawings and one AutoCAD and PDF copy on CD provided to the **DISTRICT**. The **DEVELOPER** agrees that, before the plans or specifications prepared by the **DEVELOPER** in accordance with this **AGREEMENT** are submitted for review by any regulatory agency, the plans and specifications shall be submitted to and approved in writing by the **DISTRICT**. Plans and specifications shall be either approved or disapproved in writing and approval of such plans and specifications shall not be unreasonably withheld.

5. **Conveyance of On-Site Wastewater Collection and Transmission System.** After final inspection and acceptance by the **DISTRICT** of the wastewater collection and transmission system, the **DEVELOPER** shall be responsible for warranty and repair of the gravity sewer force mains, pumping stations, sewer lines, and facilities for a period of eighteen (18) months as provided in Section 26-74 of the Hernando County Code of Ordinances. The **DEVELOPER** agrees to secure a warranty bond from the contractor in an amount equal to twenty percent (20%) of the actual construction costs to repair or replace (at the option of the **DISTRICT**) any wastewater collection and transmission lines and facilities which may have construction or installation defects for a period of eighteen (18) months as provided in Section 26-74 of the Hernando County Code of Ordinances. The **DEVELOPER** shall convey all on-site sewer lines,

pumping stations, and facilities to the **DISTRICT**, without representation or warranty except as expressly set forth in this **AGREEMENT**, by means of a letter of dedication or other documentation reasonably acceptable to the **DISTRICT**. All on-site sewer lines and facilities shall be placed by the **DEVELOPER** in non-exclusive utility easements granted to the **DISTRICT** by the **DEVELOPER** or in publicly dedicated rights-of-way provided by the **DEVELOPER**.

C. WASTEWATER SYSTEM IMPROVEMENTS

1. **Construction of WASTEWATER SYSTEM IMPROVEMENTS.** The **DEVELOPER** agrees to upgrade, improve, construct, install, and extend the **WASTEWATER SYSTEM IMPROVEMENTS** in accordance with engineered plans and specifications to ensure that the wastewater collection and transmission system can provide the necessary flow and pressure to serve the **PROJECT**. The **DEVELOPER** agrees to provide non-exclusive perpetual water and sewer utility easements for the **WASTEWATER SYSTEM IMPROVEMENTS** to the **DISTRICT**. The allocation of costs between **DEVELOPER** and the **DISTRICT** in connection with the **WASTEWATER SYSTEM IMPROVEMENTS** is further set forth on Schedule 1 attached hereto. The **WASTEWATER SYSTEM IMPROVEMENTS** depicted on Exhibit "C" include the following:

- a.** The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense (with reimbursement from the **DISTRICT** as set forth herein), install a 6-inch diameter sewer force main in Evergreen Avenue and Pine Cone Street to the wastewater force main, located at Weeping Willow Street, as depicted on Exhibit "C."
- b.** The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, install a new 6-foot diameter wastewater pumping station and wet well sized and designed to ultimately serve as a duplex pumping station at the existing location of GL-LS30, as depicted on Exhibit "F".
- c.** The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense (with reimbursement from the **DISTRICT** as set forth herein), install all equipment, machinery, appurtenances, and facilities for a pumping station, including, but not limited to, pumps, rails, and electrical panels for two (2) sewage pumps capable of serving the **PROJECT**. The difference in cost between the pumping station equipment, machinery, appurtenances, and facilities required to serve the **PROJECT** only and those for existing or future development in the adjacent service area will be paid for by the **DISTRICT**. The parties agree that the cost to be reimbursed by the **DISTRICT** to the **DEVELOPER** for the pumping station equipment, machinery, appurtenances, and facilities shall be included in the cost for the new wastewater pumping station and wet well as described in Schedule 1. The total amount of costs reimbursed by the **DISTRICT** shall not exceed \$353,750.00. The **DEVELOPER** shall, at the **DEVELOPER**'s cost and expense, prepare engineering design and permitting necessary for the **WASTEWATER SYSTEM IMPROVEMENTS** described in paragraph 1 of Section C above. Engineering design includes, but is not limited to, sizing of pumps, pipes and mains, hydraulic analyses, electrical and instrumentation, and analysis of generator sufficiency.
- d.** Upon completion of the improvements, the **DEVELOPER** shall, at their cost and expense, grant, dedicate, and/or convey to the **DISTRICT** non-exclusive perpetual water and sewer utility easements for the purpose of access, construction, installation, inspection, improvement, operation, repair, and/or maintenance of the **DISTRICT**'S existing water and wastewater lines and facilities located within the **PROJECT**, the water distribution

and transmission system, the wastewater collection and transmission system, and all **WASTEWATER SYSTEM IMPROVEMENTS**. The location, size, and form for all easements and/or rights-of-way shall be approved by the **DISTRICT** prior to acceptance and recording of such easements and/or rights-of-way.

2. **Reimbursement for WASTEWATER SYSTEM IMPROVEMENTS.** The **DISTRICT** will reimburse the **DEVELOPER** for the **DISTRICT**'s portion of the costs of construction of the **WASTEWATER SYSTEM IMPROVEMENTS** described in paragraph 1 of Section C above within forty-five (45) days after completion of construction of the **WASTEWATER SYSTEM IMPROVEMENTS** by the **DEVELOPER**, including record drawings and engineer's certification, and acceptance of the **WASTEWATER SYSTEM IMPROVEMENTS** by the **DISTRICT**. The **DEVELOPER** shall complete construction of all **WASTEWATER SYSTEM IMPROVEMENTS** no later than eighteen (18) months from the date of execution of this **AGREEMENT** by all parties. If the **WASTEWATER SYSTEM IMPROVEMENTS** are not completed within eighteen (18) months from the date of execution of this **AGREEMENT** by all parties, no certificates of occupancy will be issued for any residential units or structures within the **PROJECT** until all **WASTEWATER SYSTEM IMPROVEMENTS** are complete and accepted by the **DISTRICT**. **OWNER** acknowledges that the **DISTRICT**'s reimbursement will be paid to the **DEVELOPER** and agree to waive, release, and relinquish any interest, right or claim to such funds.

3. **Construction Review and Oversight.** The **DEVELOPER** shall be responsible for directing and managing the construction and installation of the **WASTEWATER SYSTEM IMPROVEMENTS** described in paragraph 1 of Section C above. The **DISTRICT** employees, agents, and inspectors shall have the right to visit the site, observe the progress and quality of construction, and conduct inspections. If the **DISTRICT** finds that any **WASTEWATER SYSTEM IMPROVEMENTS** fail to comply with the approved plans or this **AGREEMENT**, the **DISTRICT** shall provide written notice to the **DEVELOPER** specifying the deficiencies or nonconformities. Upon receipt of such notice, the **DEVELOPER** shall promptly take appropriate action to remedy the deficiencies or nonconformities. The **DISTRICT** shall have no obligation to accept or approve any **WASTEWATER SYSTEM IMPROVEMENTS** which do not comply with the approved plans or this **AGREEMENT**.

4. **Performance and Payment Bond.** A Performance and Payment Bond payable to the **DISTRICT** in a sum equal to one hundred percent (100%) of the total awarded contract amount for construction of the **WASTEWATER SYSTEM IMPROVEMENTS** issued by a surety company considered satisfactory to the **DISTRICT** and authorized to transact business in the State of Florida will be required from the construction contractor for purposes of insuring the faithful performance of the obligations imposed by this **AGREEMENT** and protecting the **DISTRICT** from lawsuits for non-payment of debts incurred during the contractor's performance under such contract. The Performance and Payment Bond shall remain in effect through the eighteen (18)-month construction period and to be returned once the **WASTEWATER SYSTEM IMPROVEMENTS** are accepted by the **DISTRICT**. When applicable, the Performance and Payment Bond will be included in the contract documents and said form must be properly executed by the surety company and the contractor within fifteen (15) calendar days after notification by the **DEVELOPER** of the **DEVELOPER**'s intent to award the contract.

5. **Conveyance of WASTEWATER SYSTEM IMPROVEMENTS.** After final inspection and acceptance by the **DISTRICT**, then the **DEVELOPER** shall convey all **WASTEWATER SYSTEM IMPROVEMENTS** to the **DISTRICT** by means of a letter of dedication or other documentation acceptable to the **DISTRICT**. The **DEVELOPER** agrees to secure a warranty bond from the contractor to repair or replace (at the option of the **DISTRICT**) any **WASTEWATER SYSTEM IMPROVEMENTS**

which may have construction or installation defects for a period of eighteen (18) months from the date of conveyance to the **DISTRICT** as provided in Section 26-74 of the Hernando County Code of Ordinances.

D. GENERAL PROVISIONS

1. **Pre-Construction Conferences.** The **DEVELOPER** shall hold pre-construction conferences for water and sewer facilities construction for the **PROJECT** and for construction of the **WASTEWATER SYSTEM IMPROVEMENTS**. The **DISTRICT** shall be notified of said conferences and permitted to attend and make comments.
2. **Inspection.** The **DEVELOPER** agrees to permit **DISTRICT** inspectors to be present at all times and during construction of the on-site water distribution system and on-site wastewater collection and transmission system for the **PROJECT** and the **WASTEWATER SYSTEM IMPROVEMENTS**. The **DEVELOPER** shall notify the **DISTRICT** to arrange for the **DISTRICT's** inspectors to be present when actual connection is made to the **DISTRICT's** water supply facilities, wastewater transmission lines, and **WASTEWATER SYSTEM IMPROVEMENTS**.
3. **Agency Approvals.** Water and sewer service by the **DISTRICT** is contingent upon all applicable federal, state, and county regulatory agency permits and approvals being obtained as required by Applicable Requirements. Should any federal, state, or local permit and/or approval for service to the **PROJECT** be denied or withheld, this **AGREEMENT** shall be null and void.
4. **Indemnification.** The **DEVELOPER** agrees to protect, indemnify, and hold the **DISTRICT** harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission, or negligence of the **DEVELOPER's** servants, agents, contractors, or employees arising out of the construction and/or installation of the water distribution system, the wastewater collection and transmission system, and the **WASTEWATER SYSTEM IMPROVEMENTS** by the **DEVELOPER** and the contractor.
5. **Compliance with Requirements.** The **DISTRICT** and the **DEVELOPER** agree that this **AGREEMENT** acknowledges a request for water and sewer service from the **DISTRICT**. This **AGREEMENT** further provides terms hereof which constitute the response to the **DEVELOPER's** request for water and sewer service and the availability of such service is based upon the terms of this **AGREEMENT**. Water and sewer service is contingent upon both the acceptance of the constructed water and wastewater transmission lines and the **WATER AND WASTEWATER SYSTEM IMPROVEMENTS** and also the receipt of all water and sewer connection fee payments. The **DISTRICT** shall accept said facilities so long as they are constructed and installed in accordance with the provisions of this **AGREEMENT** and certified at the **DEVELOPER's** expense by a professional engineer licensed by the State of Florida to have been built in accordance with the approved plans and specifications.
6. **Rates.** The rates for water and sewer service to be charged to the **PROJECT** served by the systems installed by the **DEVELOPER** shall be those rates established by the **DISTRICT** in applicable ordinances and/or resolutions approved by the **DISTRICT's** governing board, as amended from time to time.
7. **Failure to Perform.** The parties agree that failure or delay of the **DEVELOPER** or the **DISTRICT** in performing any of the terms of this **AGREEMENT**, including the provision of potable water service or sanitary sewer service to the **PROJECT**, shall be excused if and to the extent the failure or delay is caused by (i) acts of God, wars, terrorism, fires, strikes, floods, or weather; or (ii) any law, ordinance, rule, or regulation, or the order or action of any court or agency or instrumentality of any government, other than the government of Hernando County; or (iii) any other cause or causes beyond the control of the **DISTRICT** or the **DEVELOPER**, as applicable (collectively, "**Force Majeure**").

8. **No Development Rights Conferred.** All parties understand, acknowledge, and agree that the **DEVELOPER** received approval for the **PROJECT** by the Hernando County Board of County Commissioners through a Master Plan Revision adopted by Resolution Number 2021-202 dated November 16, 2021 and a Master Plan Revision adopted by Resolution Number N/A dated 8/12/2022. Nothing contained in this **AGREEMENT** shall: (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 shall 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 County Code of Ordinances, any approved development plan, preliminary or final site plan, and all conditions or stipulations thereto. No sums expended by the **DEVELOPER** in connection with this **AGREEMENT** shall be entitled to credits for connection fees or impact fee credits for the **PROJECT**, and/or any other real property owned by the **DEVELOPER** or otherwise.

9. **Assignment.** **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 obligations and responsibilities for the terms, conditions, covenants, and provisions of this **AGREEMENT**.

10. **Binding Effect.** This **AGREEMENT** shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

11. **Miscellaneous.** 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. This **AGREEMENT** may not be changed orally, but only by an instrument in writing executed by all 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 herein. Failure of any party to exercise any right or power given hereunder, or to insist upon compliance by the other parties with their obligations set forth herein, shall not constitute a waiver of any party's right to demand strict compliance with the terms and provisions of this **AGREEMENT**. No party shall declare any other party in default of the provisions of this **AGREEMENT** without giving such other party at least thirty (30) days advance written notice of intention to do so, during which time such other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

12. **Notices.** All requests and notices required to be given by any party under this **AGREEMENT** shall be in writing, addressed to the other parties 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 Department
15365 Cortez Boulevard
Brooksville, Florida 34613-6174

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

DEVELOPER: William Ryan Homes Florida, Inc.
3925 Coconut Palm Ave, Suite 117
Tampa, FL 33619
Attn: Jeffrey D. Thorson, President
Email: jthorson@wmryan.com

With a copy to:

Mahoney Law Group, P.A.
2240 Belleair Road, Suite 210
Clearwater, FL 33764
Attn: Megan J. Ellis, Esq.
Email: mellis@mlawgroup.com

Any party may, by written notice to the other parties as provided above, change the address for subsequent notice.

13. **Governing Law.** This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction in Hernando County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding, or claim arising out of this **AGREEMENT** which may be brought by any of the parties hereto. Each party shall be responsible for its own attorneys' fees and costs.

14. **Severability.** In the event any one or more provisions contained in this **AGREEMENT** shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this **AGREEMENT** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

15. **Recording.** The parties hereto agree that an executed copy of this **AGREEMENT** shall be recorded in the Public Records of Hernando County, Florida. This **AGREEMENT** shall be binding upon all parties having any right, title or interest in the **PROJECT**, or any portion thereof, and their successors and assigns.

16. **Authority.** If applicable, the entity officer or manager executing this **AGREEMENT** certifies by acknowledgment of the signature below that he or she has been properly authorized to enter into this **AGREEMENT** on behalf of, and binding with respect to, such entity.

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

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

ATTEST:

By: Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

_____, Chairwoman

Date: _____

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as Chairwoman of the Board of County Commissioners of Hernando County, Florida, as the Governing Board of the Hernando County Water and Sewer District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

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

By: Kyle J. Benda

County Attorney's Office

WITNESSES:

Signature: [Signature]

Print Name: ERIC MULLINS

Signature: [Signature]

Print Name: SUSAN DEVECKA

WILLIAM RYAN HOMES FLORIDA, INC.,
a Florida corporation

By: [Signature]

Print Name: Gregory S. Tatro

Title: President

STATE OF FLORIDA

COUNTY OF HUSBANDTOWN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of December, 2023, by Gregory S. Tatro of WILLIAM RYAN HOMES FLORIDA, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(Notary Seal)



[Signature]
Print Name: Christine Mugnai
Notary Public, State of Florida
Commission No. HH 246855
My Commission Expires: 5/14/26

WITNESSES:

Signature: [Signature]

Print Name: ERIC MULLINS

Signature: [Signature]

Print Name: SUSAN DEVECKA

WILLIAM RYAN HOMES FLORIDA, INC.,
a Florida corporation

By: [Signature]

Print Name: Adam Mays

Title: Vice President

STATE OF FLORIDA

COUNTY OF HUSBANDTOWN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of December, 2023, by Adam Mays of WILLIAM RYAN HOMES FLORIDA, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(Notary Seal)



[Signature]
Print Name: Christine Mugnai
Notary Public, State of Florida
Commission No. HH 246855
My Commission Expires: 5/14/26

EXHIBIT “A”
Legal Description of _____Project

EXHIBIT “B”
ALTA / NSPS LAND TITLE SURVEY

EXHIBIT “C”
Wastewater System Improvements

EXHIBIT “D”
Water System Improvements

EXHIBIT “E”
On-site Wastewater Collection System

EXHIBIT “F”
Wastewater Pump Station