

Prepared by and Return to:  
Hernando County Attorney's Office  
20 N. Main St, Rm 462  
Brooksville, FL 34601

Parcel ID No.: \_\_\_\_\_

## **LAKE HIDEAWAY WATER AND SEWER AGREEMENT**

**THIS AGREEMENT** by and between Hernando County Water and Sewer District, a body corporate and politic (“**DISTRICT**”), and Hawk Lake Hideaway, LLC, a Delaware limited liability company (“**DEVELOPER**”))

**WHEREAS**, the **DEVELOPER** Hawk Lake Hideaway, LLC, together with any respective successors and assigns, propose to develop approximately 885 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 Lake Hideaway Combined-Planned Development Project or “**PROJECT**”; and

**WHEREAS**, on February 8, 2022, the parties approved the development agreement for the **PROJECT**; and

**WHEREAS**, pursuant to the development agreement, a water and sewer agreement with the **DISTRICT** was required; 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**, the **DISTRICT** and **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, wastewater collection and treatment system, and reuse water supply and distribution 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 **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. **DEVELOPER** agrees to grant, dedicate and/or convey exclusive perpetual utility easements for the water mains and the connection points. 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**.

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** and the Development Agreement. The **DEVELOPER**, its 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 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 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 drawing hardcopies, one signed and sealed PDF copy, and all associated AutoCAD files. These deliverables shall be provided to the **DISTRICT** prior to transfer of ownership. 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 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 water distribution and transmission lines and 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 on-site water lines and facilities to the **DISTRICT** 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 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 construct, install and extend sewer forcemains, pumping stations and attendant sewer facilities necessary to connect the **PROJECT**'s wastewater collection system to the **DISTRICT**'s existing wastewater transmission system. 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 exclusive perpetual utility easements for the sewer gravity mains and forcemains, 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**, 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. The **DISTRICT** shall provide sanitary sewer transmission and treatment service to the **PROJECT** pursuant to the terms of this **AGREEMENT** and the Development Agreement. 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 **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 drawing hardcopies, one signed and sealed PDF copy, and all associated AutoCAD files. These deliverables shall be provided to the **DISTRICT** prior to transfer of ownership. 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 forcemains, pumping stations, sewer lines and facilities 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 collection and transmission lines and 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 on-site sewer lines, pumping stations and facilities to the **DISTRICT** by means of a letter of dedication or other documentation acceptable to the **DISTRICT**. All on-site sewer lines and 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**.

#### C. **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

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. 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 **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** on the **PROPERTY** 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 Commence.** The **DEVELOPER** agrees if physical installation of the **WATER AND WASTEWATER SYSTEM IMPROVEMENTS** 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.
8. **Failure to Perform.** The parties agree that failure or delay of 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**.

9. **Agreement Expiration.** The parties agree that upon failure or delay of the **DEVELOPER** in performing any of the terms of this **AGREEMENT** within five (5) years from the date of full execution of this **AGREEMENT** by both parties, this **AGREEMENT** shall be null and void.
10. **No Development Rights Conferred.** All parties understand, acknowledge and agree that the **DEVELOPER** received approval of the Development Agreement by Hernando County. Nothing contained in this **AGREEMENT** shall: (a) create any development rights in favor of the **DEVELOPER**, the Companies, the Corporation, 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**, the Companies, or the Corporation 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**, the Companies, the Corporation, or otherwise.
11. **Assignment.** 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 obligations and responsibilities for the terms, conditions, covenants and provisions of this **AGREEMENT**.
12. **Binding Effect.** This **AGREEMENT** shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
13. **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



**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:

*Hildi Prause, Deputy Clerk*  
\_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of Court and  
Comptroller



By: *Jerry Campbell*  
\_\_\_\_\_  
Jerry Campbell, Chairman

Date: November 18, 2025

Approved as to form and legal sufficiency

*Jon Joubert*  
\_\_\_\_\_  
County Attorney

**DEVELOPER  
HAWK LAKE HIDEAWAY, LLC  
A DELAWARE LIMITED LIABILITY  
COMPANY**

By: 

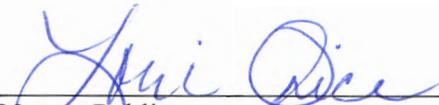
Print Name: John Ryan

Title: Manager

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [] physical presence of [ ]  
online notarization, this 22<sup>nd</sup> day of October, by John Ryan  
as Manager for Hawk Lake Hideaway, LLC, a Delaware limited liability  
company.



  
Notary Public

# Exhibit A

## PARCEL"A"

LOTS 11 AND 12, BLOCK 343, OF ROYAL HIGHLANDS, UNIT NO. 6, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 67 THROUGH 79, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, WHICH HAS BEEN AMENDED BY AFFIDAVIT RECORDED IN O.R. BOOK 326, PAGE 711, OF SAID PUBLIC RECORDS.

## PARCEL"B"

LOT 13, BLOCK 343, OF ROYAL HIGHLANDS, UNIT NO. 6, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 67 THROUGH 79, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, WHICH AS BEEN AMENDED BY AFFIDAVIT RECORDED IN O.R. BOOK 326, PAGE 711, OF SAID PUBLIC RECORDS.

## PARCEL"C"

LOTS 25 AND 26, BLOCK 343, OF ROYAL HIGHLANDS, UNIT NO. 6, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 67 THROUGH 79, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, WHICH HAS BEEN AMENDED BY AFFIDAVIT RECORDED IN O.R. BOOK 326, PAGE 711, OF SAID PUBLIC RECORDS.

## PARCEL"D"

THE SE 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; LESS THE SOUTH 60 FEET OF THE EAST 60 FEET THEREOF; SUBJECT TO ANY EXISTING RIGHT OF WAY FOR BOURASSA ROAD.

## PARCEL"E"

THE SOUTH 1/4 OF THE NORTH 1/2 OF THE WEST 1/4 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

## PARCEL"F"

THE WEST 1/2 OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. LESS THE SOUTH 60 FEET FOR ROAD RIGHT-OF-WAY.

## PARCEL"G"

THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

## PARCEL "H" AND "I"

PARCEL 1: THE WEST 1/4 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. PARCEL 2: THE EAST 1/2 OF WEST 1/2 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

## PARCEL"J"

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

## PARCEL"K"

EAST 1/4 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "L"

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "M"

ALL THAT PART OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA LYING NORTH OF STAR ROAD, LESS THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE SOUTH 00°23'25" EAST, ALONG THE WEST BOUNDARY LINE OF SAID SOUTHWEST 1/4, 808.83 FEET TO THE CENTERLINE OF A 100.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT AND THE POINT OF BEGINNING; THENCE NORTH 25° 14' 39" EAST, ALONG SAID CENTERLINE, 216.97 FEET; THENCE SOUTH 89°57'12" EAST 1010.69 FEET; THENCE SOUTH 46°56'59" EAST 177.69 FEET; THENCE SOUTH 44°34'02" EAST 166.64 FEET; THENCE SOUTH 30°12'16" EAST 186.00 FEET; THENCE SOUTH 06°30'22" EAST 184.13 FEET; THENCE SOUTH 00°35'38" EAST 1476.30 FEET TO THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4; THENCE NORTH 89°54'10" WEST, ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4, 1467.07 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°23'25" WEST, ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4, 1862.05 FEET TO THE POINT OF BEGINNING.

Further, less and except any portion of the property described in Special Warranty Deed recorded in O.R. Book 2375, Page 1299, Public Records of Hernando County, Florida.

Parcel "N"

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA LYING SOUTH OF HEXAM ROAD.

LESS THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE S00°17'26"E ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4, 100.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HEXAM ROAD AND THE POINT OF BEGINNING; THENCE N89°49'53"E ALONG SAID RIGHT-OF-WAY LINE 325.00 FEET; THENCE S00°17'26"E, 710.00 FEET; THENCE S89°49'53"W, 325.00 FEET TO THE WEST BOUNDARY OF SAID SOUTHEAST 1/4; THENCE N00°17'26"W ALONG SAID WEST BOUNDARY, 710.00 FEET TO THE POINT OF BEGINNING. (AS RECORDED IN O.R. BOOK 2529, PAGE 785 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA)

ALSO LESS AND EXCEPT LAND CONVEYED TO HERNANDO COUNTY IN DEED RECORDED IN O.R. BOOK 31, PAGE 426, AND O.R. BOOK 1360, PAGE 19 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

# Exhibit B

**MINIMUM TYPICAL LOT**

40' - MINIMUM TYPICAL LOT

10' - PRIMARY STRUCTURE

20' - GARAGE DOOR

**SIDE SETBACK**

5' - PRIMARY STRUCTURE

5' - ACCESSORY STRUCTURE

15' - BUILDING SEPARATION

**FRONT/SIDE SETBACK**

15' FROM SECOND ROAD R/W ON DOUBLE FRONTAGE LOTS

**REAR SETBACK**

15' - PRIMARY STRUCTURE

5' - ACCESSORY STRUCTURE

**MAXIMUM LOT COVERAGE: 75%**

**MAXIMUM BUILDING AREA**

70% - PRIMARY STRUCTURE

15% - SECONDARY STRUCTURE

**MAXIMUM BUILDING HEIGHT: 35'**

**MULTIFAMILY FRONT SETBACK**

0' - PRIMARY STRUCTURE

0' - GARAGE DOOR

**MAXIMUM LOT COVERAGE: 100%**

**MAXIMUM BUILDING AREA: 100%**

**MAXIMUM BUILDING HEIGHT: 65'**

**NON-RESIDENTIAL**

MINIMUM LOT WIDTH: 0'

MINIMUM LOT DEPTH: 0'

**SIDE SETBACK**

5' - STRUCTURE TO STRUCTURE

5' - STRUCTURE TO PARKING

0' - STRUCTURE TO PUBLIC R/W

**FRONT SETBACK**

5' - STRUCTURE TO PARKING

0' - STRUCTURE TO PUBLIC R/W

**REAR SETBACK**

5' - STRUCTURE TO PARKING

0' - STRUCTURE TO PUBLIC R/W

**MAXIMUM LOT COVERAGE: 100%**

**MAXIMUM BUILDING AREA: 100%**

**MAXIMUM BUILDING HEIGHT: 65'**

**LEGEND**

- INDICATES U.S. 19 DEVELOPMENT SIGNAGE
- INDICATES DEVELOPMENT PROPERTY LINE
- INDICATES BUFFER/NATURAL CORRIDOR
- INDICATES CONCEPTUALLY LOCATED EXTERNAL VEHICULAR ACCESS (FINAL LOCATION TO BE DETERMINED IN CONCEPT WITH COUNTY ENGINEER) (CALL VEHICULAR ACCESSSES MAY HAVE THEIR OWN DEVELOPMENT SIGN)
- INDICATES CONCEPTUAL US19 COMMERCIAL (5,000 SF)
- INDICATES FEMA FLOOD ZONE
- INDICATES WETLAND BOUNDARY

**NOTE:** CONSTRUCTION ACCESS LOCATIONS WILL BE APPROVED BY THE HERNANDO COUNTY ENGINEER.

**POSSIBLE LOCATION OF FIRE/EMS PUBLIC SERVICES SITE**

**POSSIBLE LOCATION OF WATER PLANT EXPANSION SITE**

**EMERGENCY ACCESS**

**WOODLAND WATERS VEGETATED BUFFER DETAIL**

AN 8" BLACK CHAIN LINK FENCE SHALL BE PLACED ON THE LAKE HIDEAWAY SIDE OF THE BUFFER

**LAND USE TABLE PHASE 1**

USE	DWELLING UNITS <sup>(1)</sup>	COMMERCIAL (S.F.) <sup>(2)</sup>
TOWNHOMES	644	
SENIOR ADULT ATTACHED HOUSING	656	
SINGLE FAMILY HOMES	2,400	
US 19 COMMERCIAL		5,000
LAGOON 300 SPACES		20,000
PUBLIC SAFETY 1 ACRE <sup>(3)</sup>		
CHARTER SCHOOL 6 ACRES <sup>(3)</sup>		
<b>TOTAL</b>	<b>3,700</b>	<b>25,000</b>

(1) PHASE 1 IS SPECIFICALLY APPROVED FOR UP TO 3,700 DWELLING UNITS, UP TO 1,300 OF WHICH MAY BE MULTI-FAMILY UNITS, SUBJECT TO THE LAND USE EQUIVALENCY MATRIX ATTACHED AS EXHIBIT E TO THE DA.

(2) CONCEPTUALLY INCLUDES RETAIL AND HIGH TURNOVER RESTAURANT

(3) SUBJECT TO TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT

**LAND USE TABLE PHASE 2<sup>(4)</sup>**

USE	DWELLING UNITS (#)	COMMERCIAL (S.F.)
COMMERCIAL		25,000
OFFICE		150,000
<b>TOTAL</b>		<b>175,000</b>

(4) CONCEPTUALLY LOCATED IN POD "E"

**NOTES:**

- THE DEVELOPMENT STANDARDS NOTED ON THIS REZONING/MASTER PLAN, INCLUDING BUT NOT LIMITED TO TYPICAL LOT LAYOUTS, BUFFERS AND BUILDING SETBACKS, AND ANY REQUIRED VARIANCES/DEVIATIONS REQUIRED BY THE HERNANDO COUNTY LAND DEVELOPMENT CODE ARE SPECIFICALLY APPROVED AS PART OF THIS CPDP REZONING MODIFICATION.
- PROPOSED PERMITTED PASSIVE RECREATIONAL USES FOR WHITTEBURST POND RECREATION BUFFER INCLUDES PEDESTRIAN TRAIL, HIKING, WALKING, PICNIC TABLES, ETC.
- LAGOON POD(REC) RECREATION USE/AMENITY, CHARTER SCHOOL, NON-RESIDENTIAL USES, FIRE/EMS PUBLIC SERVICES, PUBLIC SAFETY SITE AND WATER PLANT EXPANSION SITE LOCATIONS, ACRES AND CONFIGURATIONS ARE CONCEPTUAL ONLY AND SUBJECT TO THE TERMS AND CONDITIONS OF THE DA.

**PERIMETER BUILDING SETBACKS:**

- FROM US 19 - 45' DEPOSED IN INSET
- FROM HEXAM ROAD - 35'
- FROM STAR ROAD - 35'
- FROM WEEPING WILLOW STREET ROW - 0'
- FROM SOUTH BOUNDARY OF POD C - 100'
- FROM WEST BOUNDARY OF PODS D & F - 65'
- FROM ALL OTHER BOUNDARIES - 35'

Lake Hideaway Lagoon  
30-Day Master Plan H-24-50  
LAKE HIDEAWAY



REUSE OF DOCUMENT  
UNAPPROVED CHANGES AND MODIFICATIONS ARE PROHIBITED. THIS DOCUMENT IS THE PROPERTY OF COASTAL ENVIRONMENTAL SERVICES, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF COASTAL ENVIRONMENTAL SERVICES, INC.

DATE	REV.	DESCRIPTION