

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

Parcel ID Number: R06 423 21 0000 0060 0000

**AMENDMENT NO. 4 TO
TRILBY CROSSING
WATER AND SEWER SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the “**DISTRICT**”, and LGI Homes-Florida, LLC, a Florida limited liability company, hereinafter referred to as the “**DEVELOPER**”, constitutes Amendment No. 4 to the Trilby Crossing Water and Sewer Service Agreement between the parties dated June 25, 2019, and recorded on July 5, 2019, in Official Records Book 3724, Page 1262, Public Records of Hernando County, Florida, as amended by Amendment No. 1 to Trilby Crossing Water and Sewer Service Agreement dated January 26, 2021, and recorded on January 29, 2021, in Official Records Book 3945, Page 1740, Public Records of Hernando County, Florida, Amendment No. 2 to Trilby Crossing Water and Sewer Service Agreement dated July 13, 2021, and recorded on July 14, 2021, in Official Records Book 4026, Page 1092, Public Records of Hernando County, Florida, and Amendment No. 3 to Trilby Crossing Water and Sewer Service Agreement dated January 11, 2022, and recorded on January 13, 2022, in Official Records Book 4113, Page 1051, Public Records of Hernando County, Florida.

RECITALS

WHEREAS, the **DISTRICT** and the **DEVELOPER** entered into the Trilby Crossing Water and Sewer Service Agreement dated June 25, 2019, which was recorded on July 5, 2019, in Official Records Book 3724, Page 1262, Public Records of Hernando County, Florida (the “**AGREEMENT**”); and

WHEREAS, the **AGREEMENT** sets forth the terms, conditions, provisions and obligations for both parties with respect to the provision of a potable water supply and distribution system and a wastewater collection and treatment system to service a single-family residential development known as Trilby Crossing (the “**PROJECT**”) located on property owned by the **DEVELOPER** and described on Exhibit “A” to the **AGREEMENT**; and

WHEREAS, the **AGREEMENT** sets forth additional terms, conditions, provisions and obligations for both parties with respect to the provision of upgrades and improvements to the Lockhart Water Treatment Plant and construction, installation and extension of water distribution system facilities connecting the water plant site to the **PROJECT** as depicted on Exhibit “B” to the **AGREEMENT** (the “**WATER SYSTEM IMPROVEMENTS**”); and

WHEREAS, paragraph 1 of section C of the **AGREEMENT** provides that the **DEVELOPER** shall complete construction of all **WATER SYSTEM IMPROVEMENTS** no later than eighteen (18) months from the date of execution of the **AGREEMENT** by both parties; and

WHEREAS, the **DISTRICT** and the **DEVELOPER** entered into Amendment No. 1 to the **AGREEMENT** dated January 26, 2021, which was recorded on January 29, 2021, in Official Records Book 3945, Page 1740, Public Records of Hernando County, Florida (“**AMENDMENT NO. 1**” to the **AGREEMENT**); and

WHEREAS, **AMENDMENT NO. 1** to the **AGREEMENT** extended the time for completion of construction of the **WATER SYSTEM IMPROVEMENTS** by the **DEVELOPER** for an additional twelve (12) months; and

WHEREAS, the **DISTRICT** and the **DEVELOPER** entered into Amendment No. 2 to the **AGREEMENT** dated July 13, 2021, which was recorded on July 14, 2021, in Official Records Book 4026, Page 1092, Public Records of Hernando County, Florida (“**AMENDMENT NO. 2**” to the **AGREEMENT**); and

WHEREAS, **AMENDMENT NO. 2** to the **AGREEMENT** identified specific items on the Bid Schedule for the **WATER SYSTEM IMPROVEMENTS** to be paid by each party and the total costs to be reimbursed by the **DISTRICT**; and

WHEREAS, **AMENDMENT NO. 2** to the **AGREEMENT** also substituted the **DEVELOPER** in place of the successful bidder to provide and execute the Performance and Payment Bond for construction of the **WATER SYSTEM IMPROVEMENTS**; and

WHEREAS, the **DISTRICT** and the **DEVELOPER** entered into Amendment No. 3 to the **AGREEMENT** dated January 11, 2022, which was recorded on January 13, 2022, in Official Records Book 4113, Page 1051, Public Records of Hernando County, Florida (“**AMENDMENT NO. 3**” to the **AGREEMENT**); and

WHEREAS, **AMENDMENT NO. 3** to the **AGREEMENT** extended the time for completion of construction of the **WATER SYSTEM IMPROVEMENTS** by the **DEVELOPER** until March 31, 2022; and

WHEREAS, the parties desire to amend the **AGREEMENT** to further extend the time for completion of construction of the **WATER SYSTEM IMPROVEMENTS** by the **DEVELOPER** until September 30, 2022, due to delays in manufacturing and transportation of materials caused by a nationwide increase in construction activity.

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 other as follows:

Section 1. Recitals. The above Recitals are true and correct and form a material part of this Amendment No. 4.

Section 2. Amendment of paragraph 1 of section C of AGREEMENT. The AGREEMENT between the parties, as amended by AMENDMENT NO. 1, AMENDMENT NO. 2 and AMENDMENT NO. 3 to the AGREEMENT, is hereby amended by the revision of paragraph 1 of section C as follows:

C. WATER SYSTEM IMPROVEMENTS

1. Construction of WATER SYSTEM IMPROVEMENTS. The DEVELOPER agrees to upgrade, improve, construct, install and extend the WATER SYSTEM IMPROVEMENTS in accordance with engineered plans and specifications to ensure that the water distribution system can provide the necessary flow and pressure to serve the PROJECT. The WATER SYSTEM IMPROVEMENTS to be provided by the DEVELOPER include the following:

- a. Install a new pump in an existing unused well on the Lockhart Water Treatment Plant site and a pipeline from the well to the water plant, with the cost of the pump, pipeline and construction to be paid for by the DISTRICT.
- b. At the DEVELOPER's cost and expense, install a new hydropneumatic tank and associated pipes and appurtenances, if necessary, to supply appropriate flow and pressure to the PROJECT and adjacent service area.
- c. At the DEVELOPER's cost and expense, install electrical and instrumentation upgrades at the Lockhart Water Treatment Plant required to operate the new well pump and hydropneumatic tank.
- d. At the DEVELOPER's cost and expense, prepare hydraulic modeling for the water distribution system to determine whether pressure reducing/sustaining valves (PRSV) are needed to maintain the required level of service. The cost of any PRSV and construction outside the boundaries of the PROJECT will be paid for by the DISTRICT. The DEVELOPER will pay all costs and expenses for any necessary PRSV and construction within the boundaries of the PROJECT.
- e. At the DEVELOPER's cost and expense, convey to the DISTRICT property of sufficient size and at a site acceptable to the DISTRICT located within the boundaries of the PROJECT for a future raw water supply well and raw water pipeline. The DEVELOPER shall provide and execute a deed and/or easement acceptable to the DISTRICT over property adequate for construction and installation of the raw water supply well and raw water main and shall grant access to the DISTRICT for ongoing operation, maintenance and repair.
- f. Install a 16-inch diameter water main from the Lockhart Water Treatment

Plant to Lockhart Road on the water plant site, with the cost of the water main and construction to be paid for by the **DISTRICT**.

- g.** At the **DEVELOPER**'s cost and expense, install a 16-inch diameter water main from the Lockhart Water Treatment Plant site along Lockhart Road to the **PROJECT** boundaries. Prior to completion of the **WATER SYSTEM IMPROVEMENTS**, the **DEVELOPER** may request funds from the **DISTRICT** for the water main and construction to cover the cost of upsizing the water pipe from 12 inches in diameter to 16 inches in diameter.
- h.** At the **DEVELOPER**'s cost and expense, install a 12-inch diameter water main on the **PROJECT** site from Lockhart Road to I-75 along the proposed Old Trilby Road extension.
- i.** At the **DEVELOPER**'s cost and expense, prepare engineering design necessary for the **WATER SYSTEM IMPROVEMENTS** described in this section. Engineering design includes, but is not limited to, sizing of pumps and pipes, hydraulic analyses, electrical and instrumentation, and analysis of generator sufficiency. The **DEVELOPER** will pay all costs and expenses for any additional electric generator capacity required to operate the **WATER SYSTEM IMPROVEMENTS**.

The **DEVELOPER** will provide finished plans and specifications to the **DISTRICT** for bidding and construction of the **WATER SYSTEM IMPROVEMENTS**. Bidding shall conform to the requirements of paragraph 2 of Section C below. The **DISTRICT** will reimburse the **DEVELOPER** for the **DISTRICT**'s portion of the costs of construction of the **WATER SYSTEM IMPROVEMENTS** within thirty (30) days of completion of construction, including record drawings and engineer's certification and acceptance by the **DISTRICT**. The **DEVELOPER** shall complete construction of all **WATER SYSTEM IMPROVEMENTS** no later than September 30 ~~March 31~~, 2022. If the **WATER SYSTEM IMPROVEMENTS** are not completed on or before September 30 ~~March 31~~, 2022, no additional certificates of occupancy will be issued for any residential units or other buildings or structures within the **PROJECT** until all **WATER SYSTEM IMPROVEMENTS** are complete and accepted by the **DISTRICT**.

Section 3. Validity of **AGREEMENT**. All other terms, conditions and provisions of the **AGREEMENT** between the parties, as amended by **AMENDMENT NO. 1**, **AMENDMENT NO. 2** and **AMENDMENT NO. 3** to the **AGREEMENT**, shall remain in full force and effect to the extent not otherwise amended, revised or modified herein.

Section 4. Recording. The parties hereto agree than an executed copy of this Amendment No. 4 to the **AGREEMENT** shall be recorded in the Public Records of Hernando County, Florida.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 to the 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:

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

By: _____
Steve Champion, Chairman

Date: _____

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Steve Champion, as Chairman 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. He 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: _____
County Attorney's Office

DEVELOPER
LGI HOMES-FLORIDA, LLC,
a Florida limited liability company

WITNESSES:

Signature: [Handwritten Signature]
Print Name: Jim Mayle

By: [Handwritten Signature]
Jeff Riopelle, Officer

Signature: [Handwritten Signature]
Print Name: David J. Hicks

Date: 04/12/2022

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12th day of April, 2022, by Jeff Riopelle, as Officer of LGI Homes-Florida, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

(Notary Seal)

[Handwritten Signature]
Print Name: David J. Hicks
Notary Public, State of Florida
Commission No. HH 153117
My Commission Expires: 07/12/2025

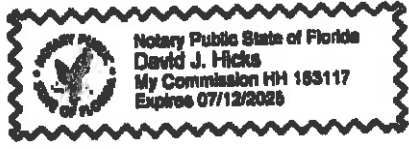


EXHIBIT A

UNANIMOUS CONSENT OF SOLE MANAGER OF LGI HOMES – FLORIDA, LLC

The undersigned, being the sole Manager of LGI Homes – Florida, LLC, a Florida limited liability company (“Company”), does hereby consent to, authorize, and adopt the following Resolutions with the same force and effect as if the undersigned had been present at a meeting of the Managers and had voted for the same:

RESOLVED that (i) each of JAMES (BRIAN) BATTEN, JOSEPH (JOB) BOYD JEFFREY (JEFF) RIOPELLE, SIMON (DALE) VAN WAGENEN, AARON (AJ) JORDAN, SHANNON WADE, CORNEL NAGY, TREY WILLIAMS, WILLIAM (BRIAN) MARTIN, JIM MOYLE and GREGORY (GREG) PENN, and each of the Officers of the sole Manager, shall be and hereby are named as Officers of the Company and that (ii) each of the Officers, CHARLES MERDIAN, MARTA CAZARES, KYLE HANNA, JOHN SZCZESNY and TREVOR MILES are authorized to sign documents on behalf of the Company in connection with its ordinary business operations, which shall include purchasing and selling property on behalf of the Company, including, without limitation, to execute Deeds, Settlement Statements, Owner’s Affidavits, Plats of Survey, and any other related documents deemed necessary.

RESOLVED that the individuals covered by the Delegation of Authority of the sole Manager shall be and hereby are authorized to sign documents on behalf of the Company in accordance with such Delegation of Authority (as then in effect).

RESOLVED that the following individual(s) identified shall be and hereby are authorized to sign documents on behalf of the following Subdivisions in connection with each Subdivision’s ordinary business operations, which shall include selling property on behalf of the Company, including, without limitation, to execute Deeds, Settlement Statements, Owner’s Affidavits, Plats of Survey, and any other related documents deemed necessary.

ARROWHEAD RESERVE	JESSE SWANSON AND ANTHONY MALDONADO
CAPE CORAL	ANTHONY MALDONADO
CELEBRATION POINTE	FIKR (FIK) MESHESHA AND BOSCO MARCHENA
CHATHAM WALK	JOSHUA (JOSH) PETTTT
CREEKSIDE AT TWIN CREEKS	BYRON BYRD

DELTONA/DELAND	WILFREDO (FREDDY) GONZALEZ
GRAND OAK ESTATES	MORIDA YEX
HAMLETS OF TAVARES	KAREN FORTICH, JOHN GAMMON AND MARCELA LEANDRO
HIGHLAND MEADOWS	WILFREDO (FREDDY) GONZALEZ
KENSINGTON VIEW	LISA ORTEGA
LAKE DORA ESTATES	WILFREDO (FREDDY) GONZALEZ
LAKE JACKSON RIDGE	WILFREDO (FREDDY) GONZALEZ
LAKES AT WOODLAWN	JOHN KENNA AND BYRON BYRD
LUMBER CREEK	JOHN KENNA
MANSFIELD	WILFREDO (FREDDY) GONZALEZ
MADISON VILLAGE	JOSHUA (JOSH) PETTIT AND MORIDA YEX
MEADOW RIDGE OF GRAND ISLAND	MORIDA YEX AND KAREN FORTICH
MIRADA	JOSHUA (JOSH) PETTIT, MORIDA YEX AND RICHARD JOHNSON
MIRROR LAKES	ANTHONY MALDONADO AND KEVIN TREMMEL
MORGAN'S COVE	BYRON BYRD
NORTH PORT	NICHOLAS (NICK) PARATORE
PALM BAY	BOSCO MARCHENA AND FIKR (FIK) MESHESHA
PALM COAST	JOHN KENNA
POINCIANA	KAREN FORTICH AND JOHN GAMMON
PORT ST. LUCIE	BOSCO MARCHENA AND FIKR (FIK) MESHESHA
REUNION VILLAGE	ANA MARIA BAZELIUC
RIDGE AT SWAN LAKE	KAREN FORTICH AND WILFREDO (FREDDY) GONZALEZ

RIVERSTONE	LISA ORTEGA AND JOSHUA (JOSH) PETTIT
ROLLING HILLS	GREGORY (GREG) PENN
SAND RIDGE	RICHARD JOHNSON
SEA FOREST BEACH CLUB	MORIDA YEX, TIMOTHY (TIM) HOUCK AND JOSHUA (JOSH) PETTIT
SHERMAN HILLS	MORIDA YEX
SOUTHERN PINES	NICOLE HARRIS
SPRING RIDGE	RICHARD JOHNSON AND MORIDA YEX
TRILBY CROSSING	MORIDA YEX AND JOSHUA (JOSH) PETTIT

RESOLVED that all prior lawful acts performed or authorized in the name of, or on behalf of, the Company by all the individuals herein named, or by any Officer of the sole Manager, are hereby ratified, confirmed, authorized and approved in all respects.

RESOLVED that the forgoing Resolutions replace and supersede all previously adopted Resolutions covering the subject matter of these Resolutions issued by or on behalf of the Company.

IN WITNESS WHEREOF the undersigned, being the sole Manager of the Company, has adopted the foregoing Resolutions as of April 8, 2022.

By: LGI Homes Group, LLC



Scott J. Garber, Authorized Signatory

**UNANIMOUS WRITTEN CONSENT
OF SOLE MANAGER OF
LGI HOMES GROUP, LLC**

Pursuant to the provisions of Sections 6.201 and 101.359 of the Texas Business Organizations Code (the "Act"), and Section 2 of the Second Amended and Restated Company Agreement of LGI Homes Group, LLC, a Texas limited liability company (the "Company"), the undersigned, being the sole manager of the Company, does hereby consent in writing to the adoption of the following resolutions without the holding of a meeting, such resolutions to have the same force and effect as if duly adopted at a meeting of the sole manager which was duly called and held in accordance with Sections 101.355 of the Act:

RESOLVED, that ERIC LIPAR, MIKE SNIDER, CHARLES MERDIAN, RACHEL EATON, JACK LIPAR, SEAN O'NEAL and SCOTT GARBER shall be and hereby are named as Officers of the Company and are authorized to sign documents on behalf of the Company as authorized in connection with its ordinary business, which shall include purchasing and selling property on behalf of the Company, including, without limitation, to execute Deeds, Settlement Statements, Owner's Affidavits, Plats of Survey, and any other related documents deemed necessary by such Officer.

RESOLVED, that CHARLES MERDIAN and SCOTT GARBER shall be and hereby are named as Authorized Signatories of the Company and are authorized to sign documents on behalf of the Company, as a manager of any entity to which the Company is a manager, including, without limitation, written consents of the Company as a manager of such entity, in connection with the ordinary business of any such entity.

RESOLVED, that all prior lawful acts performed or authorized in the name of, or on behalf of, the Company by all the individuals herein named, or by the sole Manager, are hereby ratified, confirmed, authorized and approved in all respects.

RESOLVED, that this Resolution replaces and supersedes all previously adopted Resolutions issued by or on behalf of the Company or any of the Subdivisions included in this Resolution.

IN WITNESS WHEREOF, the undersigned, being the sole Manager of the Company, has adopted the foregoing Resolutions as of January 1, 2022.


By: Eric L. Lipar, Manager

MAR 02 2011

CERTIFICATE OF FORMATION

OF

Corporations Section

LGI HOMES GROUP, LLC

The undersigned, a natural person of the age of eighteen years or more, acting as the sole organizer of a limited liability company under Chapter 101 of the Texas Business Organizations Code (the "Texas Limited Liability Company Act") does hereby adopt the following Certificate of Formation for such limited liability company:

I

NAME

The name of the limited liability company is **LGI HOMES GROUP, LLC** (the "Company").

II

DURATION

The period of duration of the Company shall be perpetual, unless it is earlier wound up in accordance with the provisions of the Company Agreement of the Company.

III

PURPOSE

The Company is organized for the purpose of conducting any and all lawful business for which a limited liability company may be organized under the Texas Limited Liability Company Act.

RECEIVED

MAR 02 2011

Secretary of State

IV

REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Company shall be 1450 Lake Robbins Drive, Suite 430, The Woodlands, Texas 77380, and the name of its initial registered agent at such address is Eric Lipar.

MANAGERS

The Company is to be managed under the direction of a Board of Managers which shall initially be composed of one manager. The name and address of the person initially serving as manager is as follows:

<u>Name</u>	<u>Address</u>
Eric T. Lipar	1450 Lake Robbins Drive, Suite 430 The Woodlands, Texas 77380

VI

COMPANY AGREEMENT

The initial members of the Company shall adopt a Company Agreement which shall set forth all of the provisions for the regulation and management of the affairs of the Company. Any person or entity that acquires a membership interest in the Company shall be bound by the provisions of the Company Agreement, notwithstanding the fact that such person has not executed such Company Agreement or a separate written instrument pursuant to which it agrees to be bound by the provisions thereof.

VII

ORGANIZER

The name and address of the organizer of the Company is:

<u>Name</u>	<u>Address</u>
Warren A. Hoffman	Winstead PC 1100 JPMorgan Chase Tower 600 Travis Street Houston, Texas 77002

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation in his capacity as sole organizer of the Company as of March 2, 2011.


Warren A. Hoffman