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. 5 TO TRILBY CROSSING WATER AND SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 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. 5 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, 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, and Amendment No. 4 to Trilby Crossing Water and Sewer Service Agreement dated June 28, 2022, and recorded on July 1, 2022, in Official Records Book 4191, Page 0001, 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 DISTRICT and the DEVELOPER entered into Amendment No. 4 to the AGREEMENT dated June 28, 2022, which was recorded on July 1, 2022 in Official Records Book 4191, Page 0001, Public Records of Hernando County, Florida ("AMENDMENT NO. 4" to the AGREEMENT); and

WHEREAS, AMENDMENT NO. 4 to the AGREEMENT further extended the time for completion of construction of the WATER SYSTEM IMPROVEMENTS by the **DEVELOPER** until September 30, 2022; and

WHEREAS, the parties desire to amend the AGREEMENT to reimburse the **DEVELOPER** for materials purchased and installed by the contractor for PRV modifications outside the original scope of the project in the amount of \$7,116.40 (contractor to be reimbursed by the **DEVELOPER**).

**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. 5.

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, AMENDMENT NO. 3 and AMENDMENT NO. 4 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 additional pilots and gauges for the Lockhart Water Treatment Plant to allow better flow management between Lockhart Water Treatment Plant and the Ridge Manor West Water Treatment Plant and redundancy in the Hernando East water distribution system, with the cost of the pump, pipeline and construction to be paid for by the **DISTRICT.**
  - b. At the **DISTRICT**'s cost and expense, install associated pipes and appurtenances, if necessary, to supply appropriate flow and pressure to the PROJECT and adjacent service area (see Exhibit C).
  - c. 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.**
  - d. 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.

- e. 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.
- f. 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**.
- g. 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.
- h. 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**.
- i. 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.
- j. At the **DEVELOPER's** cost and expense, install a 12-inch diameter water main on the **PROJECT** site from Lockhart Road to 1-75 along the proposed Old Trilby Road extension.
- k. 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, 2022. If the WATER SYSTEM IMPROVEMENTS are not completed on or before September 30, 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, AMENDMENT NO. 3, and AMENDMENT NO. 4 to the AGREEMENT, shall remain in full force and effect to the extent not otherwise amended, revised or modified herein.

<u>Section 4.</u> Recording. The parties hereto agree that an executed copy of this Amendment No. 5 to the **AGREEMENT** shall be recorded in the Public Records of Hernando County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF,** the parties hereto have executed this Amendment No. 5 to **AGREEMENT**, by and through their duly authorizes representatives, on the respective dates below.

ATTEST:	DISTRICT BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY. FLORIDA, AS THE GOVERNING BOARD OF THE HERNANDO COUNTY WATER AND SEWER DISTRICT			
Douglas A. Chorvat, Jr.	By: John Allocco, Chairman			
Clerk of the Circuit Court & Comptroller	Date:			
STATE OF FLORIDA COUNTY OF HERNANDO				
2023, by John Allocco, as Chairman of the Florida, as the Governing Board of the Hern	wledged before me this _day of, Board of County Commissioners of Hernando County, ando County Water and Sewer District, on behalf of the s produced as			
(Notary Seal)	Print Name:			
FOR THE USE AND RELIANCE OF HERNANDO COUNTY ONLY. APPROVED AS TO FORM AND LEGAL SUFFICIENCY.				
By: Victoria Anderson				

County Attorney's Office

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

WITNESSES:

Signature: M. more

By:

Jeff Riopelle, Officer

Signature

Date: 07/26/2023

Print Name: Jelissa Vder Corners

STATE OF FLORIDA COUNTY OF Hillshorough

The foregoing instrument was acknowledged before me this 26 day of 2023, 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)

Print Name: Jelissa Veles Quinove

Notary Public, State of Florida Commission No. HH261013

My Commission Expires: 5/23/2026



Jettee Vélez Guitones Notary Public State of Florida Comm# HH261013 Expires 5/23/2026

# 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 101.3 5 5 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 Lipar, Manager

# 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 (JOE) 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) PETTIT
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

Scot). Gal

Scott J. Garber, Authorized Signatory

FILED
In the Office of the
Secretary of State of Texas
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.

Ш

#### **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** 

HOUSTON\_1\1100714v1 50147-4 03/02/2011

# 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:

Name

Address

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:

Name

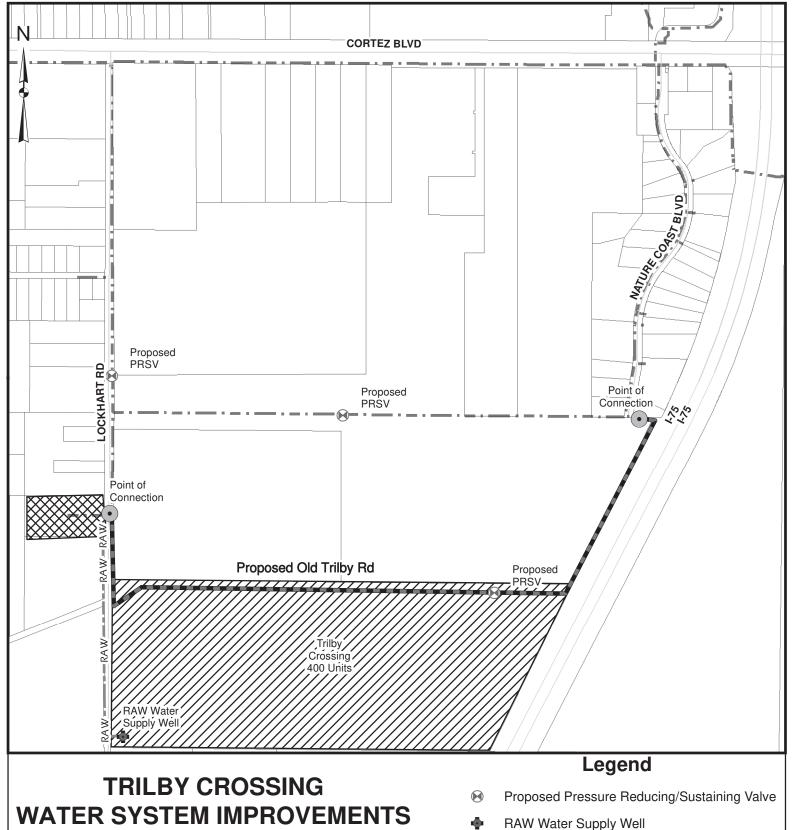
Address

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.



250 500

- Point of Connection
- Proposed Water Main

2,000

■ Feet

1,500

1,000

- NW Proposed RAW Water Main
  - **Existing Potable Water Mains**
  - Lockhart Water Treatment Plant
    - Trilby Crossing 400 Units

**EXHIBIT B** 

# Exhibit C

The original amount of the agreement is \$398.044.50.

The PRV modification cost is \$7,116.40 (see below).

No.	Description	Quantity	<b>Unit Price</b>	Total Price
1	Kit Return Flow Check Line	2	\$ 930.00	\$ 1860.00
	CDC-1, 1" x 3/4" Bushings			
	<sup>3</sup> / <sub>4</sub> " Ball valve and			
	<sup>3</sup> / <sub>4</sub> " Threaded by compression fittings to install			
	line from cover to valet inlet			
2	16" Kit return flow check line	1	\$ 930.00	\$ 930.00
	(same as above)			
3	CRD 20-105 ADJ Range PN#7194509B	3	\$ 900.00	\$ 2700.00
4	MFG Start Up	1	\$ 1200.00	\$ 1200.00
5	Tax			\$ 426.40
Total				\$ 7116.40