

This instrument prepared by:
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1531 SE 36th Avenue
Ocala, FL 34471

Record and Return to:
Marion County Utilities
11800 SE US Highway 441
Belleview, FL 34420

MARION COUNTY WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

CONTRACT NO. 21 – 01

THIS MARION COUNTY WATER SYSTEM DEVELOPER'S SERVICE AGREEMENT CONTRACT NO. 21 – 01 is made and entered into this January 19, 2021 (the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County");
- Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company ("Developer").

WHEREAS:

- A. Developer and related entities own real property in Marion County, Florida, more particularly described in the attached **Exhibit A** (the "Property").
- B. County, through "Marion County Utilities," provides Utility Services to portions of Marion County.
- C. Developer and County are parties to the Prior Utility Agreements.
- D. Pursuant to the Prior Utility Agreements:
 - 1). Developer, or its predecessor, constructed the Existing Water Plants and the other Existing Water Improvements.
 - 2). Developer, or its predecessor conveyed the Existing Water Improvements to County.
 - 3). Developer received the Existing ERC Credits.
 - 4). Developer, or its predecessor and County entered into various agreements concerning Wastewater Service which are not the subject of this Agreement.

- E. The laws and regulations of County require that, before the undeveloped portions of the Property can be developed, the Property must be connected to one or more of County's Utility Systems. (This requirement is in addition to all other requirements of the County Code and Comprehensive Plan. This Agreement concerns only such requirements dealing with Utility Systems; by executing this Agreement, Developer agrees to develop the Property consistent with the other requirements to the extent they apply to other matters.)
- F. The Existing Water Improvements, and particularly the Existing Water Plants, have insufficient capacity to provide Water Service to Developer and other anticipated future Customers within the Water Service Area.
- G. Developer is willing to construct the Developer Improvements, including the Regional Water Plant ("RWP") Improvements, and to convey the RWP Parcels, so that County will have sufficient capacity to provide Water Service to Developer and its anticipated Customers within the Water Service Area.
- H. County will benefit by Developer's provision of the Developer Contributions in that: (a) the Developer Contributions will increase capacity for the Water Service Area; (b) County will be able to provide Water Service to its anticipated Customers within the Water Service Area; (c) the Developer Contributions will be provided by Developer with minimal initial expenditures by County, and will permit Customers owning Parcels both on and outside the Property to connect to County's Water Facilities and to obtain Water Service from County.
- I. County finds that, with respect to this particular development, there is a benefit to both the public and the Developer provided by Developer's provision of the Developer Improvements, and the Developer Conveyances, and therefore Developer is entitled to Reimbursements as set forth in Section 21.4.2.4.
- J. County is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, Water Service for the Property and to provide Developer with Reimbursements for utility capacity, as set forth in this Agreement.

ACCORDINGLY, for and in consideration of the foregoing, the mutual undertakings and agreements, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, Developer and County hereby covenant and agree as follows:

- 1. **Recitals.** The provisions of the Whereas clauses set forth above are true and correct and form a material part of this Agreement.
- 2. **Definitions.** The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - 2.1. *Agreement* – This Marion County Water System Developer's Service Agreement, Contract No. 21-01, as it may be subsequently amended, modified or supplemented.
 - 2.2. *Capital Charges* – The following, totaling \$5,503.00 per Equivalent Residential Connection ("ERC"):
 - 2.2.1. *Wastewater Capital Charge* – The wastewater capital charge presently set forth in Section 19-187 of the County Code totaling \$3,844.00 per ERC (and, subject to Sections 21.5.6.1 and 21.5.7.3, in the event the County Code is changed to

establish a different type of capital charges, impact fees or similar charges to be paid by a Customer for wastewater transmission or treatment, the term shall apply to the new charges).

- 2.2.2. *Water Capital Charge* – The water capital charge presently set forth in Section 19-187 of the County Code totaling \$1,659.00 per ERC (and, subject to Sections 21.5.6.1 and 21.5.7.3, in the event the County Code is changed to establish a different type of capital charges, impact fees or similar charges to be paid by a Customer for water transmission or treatment, the term shall apply to the new charges).
- 2.3. *County Code* – The Code of Ordinances of Marion County, Florida, including the Marion County Land Development Regulations.
- 2.4. *Customer* – A retail customer of Water Service, regardless of whether the customer is the owner of the Parcel to which the Water Service is provided, a tenant of such Parcel or has such other interest in the Parcel that entitles it to receive Water Service.
- 2.5. *Developer Contributions* – Developer’s provision of the Developer Improvements (including the RWP Improvements) and Developer’s conveyance of the RWP Parcels.
- 2.6. *Developer Conveyances* – Developer’s conveyance of the RWP Parcels and the RWP Easements for wells and raw water mains.
- 2.7. *Developer Improvements* – The design, permitting and construction of the RWP Improvements and New On-Site Improvements by Developer pursuant to this Agreement.
- 2.8. *Developer Improvements Contract* – One or more contracts between Developer and the Developer’s Contractor to be entered into pursuant to Section 5.7.4.
- 2.9. *Developer Plans and Specifications* – The documents and drawings that have been or will be prepared by or on behalf of Developer in conjunction and coordination with County, and as approved by County, for the Developer Improvements pursuant to Section 5.4.
- 2.10. *Developer RWP Loan* – The loan that Developer has agreed to make to County if the cost of construction of the RWP Improvements exceeds the Developer RWP Payment Cap.
- 2.11. *Developer RWP Loan Cap* – Two Million and 00/100 Dollars (\$2,000,000.00), being the maximum amount that Developer has agreed to loan to County pursuant to the Developer RWP Loan.
- 2.12. *Developer RWP Payment Cap* – Three Million and 00/100 Dollars (\$3,000,000.00), being the maximum amount that Developer has agreed to pay for the RWP Improvements, other than pursuant to the Developer RWP Loan.
- 2.13. *Developer Total RWP Cap* – Five Million and 00/100 Dollars (\$5,000,000.00), being the sum of the Developer RWP Payment Cap and the Developer RWP Loan Cap, and the maximum amount that Developer is obligated to pay, and to provide financing, for the RWP Improvements.

- 2.14. *Developer's Contractor* – One or more of the contractors, including the Developer's RWP Contractor, who will be constructing the Developer Improvements on behalf of Developer.
- 2.15. *Developer's Engineer* – One or more of the registered professional engineers retained by Developer to represent Developer with respect to Developer's interests under this Agreement. Developer's Engineers are currently Tillman and Associates Engineering, LLC, a Florida limited liability company ("Tillman"), and Jones, Edmunds & Associates, Inc., a Florida corporation ("JEA"). The fees paid and to be paid by Developer for the services of Developer's Engineer in connection with their design and permitting of the RWP Improvements shall be included within Reimbursable RWP Costs. Developer may change the Developer's Engineer for the work to be performed on behalf of Developer, by providing written notice thereof to the other party. All engineering scope and fee proposals that support the RWP and New Off-Site Improvements shall be submitted to the County for review and approval prior to a notice to proceed for such work.
- 2.16. *Developer's RWP Contractor* – One or more of the Contractors who will be constructing one or more of the RWP Improvements on behalf of Developer.
- 2.17. *ERC* – "Equivalent Residential Connection" - The assumed average daily flows for water of a detached single-family residential unit as set forth in the County Code. The present ERC for water is 400 gallons per day, and the present ERC for wastewater is 200 gallons per day. Subject to Sections 21.5.6.1 and 21.5.7.3, in the event that the definition of an ERC for water under the County Code is hereafter changed by County, the term shall apply to the amounts of such flow in effect at the time a Customer connects to the County's Water Facilities shall apply.
- 2.18. *Existing County Utility Agreements* – The Marion County/Golden Ocala Subregional Water and Wastewater Utilities Agreement Contract No. 97-4 (the "Original County Water/Wastewater Agreement"), as recorded in OR Book 2442, Page 955¹, as amended by an unrecorded First Amendment to Marion County/Golden Ocala Subregional Water and Wastewater Agreement Contract No. 97-4 (the "First Amendment"), as further amended by a Second Amendment to Marion County/Golden Ocala Subregional Water and Wastewater Agreement Contract No. 97-4 (the "Second Amendment"), as recorded in OR Book 2638, Page 638, and re-recorded in OR Book 2645, Page 1379, and as further amended by a Third Amendment to Marion County/Golden Ocala Subregional Water and Wastewater Utilities Agreement Contract No. 97-4 (the "Third Amendment"), as recorded in OR Book 3609, Page 951.
- 2.19. *Existing ERC Credits* – The ERCs of water and wastewater capacity reserved by Developer pursuant to the Existing County Utility Agreements and representing the number of ERCs of potable water and wastewater capacity that Developer may utilize by connecting to the Utility Systems without paying any Capital Charges for water or wastewater capacity.
- 2.20. *Existing Water Facilities* – The existing (as of the Effective Date of this Agreement) water distribution, transmission, treatment, storage and production facilities, including all pipes, lines, meters, couplings, pumps, water mains and appurtenant equipment necessary for County to provide potable and fire flow water service capacity in accordance with County rules and regulations, including Existing Water Plant I (and another water plant that is not

¹ All recording references refer to the Public Records of Marion County, Florida.

the subject of this Agreement) and other components thereof that were originally provided by Developer, or its predecessor, pursuant to the Prior Utility Agreements.

- 2.21. *Existing Water Plant 1* – County’s existing water wells, treatment and transmission facilities known as “Golden Ocala #1,” FDEP PWS ID. 6424768-01, permitted capacity 0.104 MGD, and located on Existing Water Plant Parcel 1.
- 2.22. *Existing Water Plant Parcel 1* – The real property described in the attached **Exhibit B** upon which Existing Water Plant Parcel 1 is located. Existing Water Plant Parcel 1 is owned by Developer or a related entity, not by County.
- 2.23. *Governmental Authorities* – All governmental entities bodies, agencies or similar bodies with jurisdiction over the applicable Wastewater Facilities or Water Facilities including, without limitation, the Florida Department of Environmental Protection (“FDEP”), the Marion County Health Department, and County.
- 2.24. *Initial Reports* – One or more of the MPR or PDR.
- 2.25. *MPR* – A Master Planning Report to be prepared by Developer’s Engineer, and approved by County as set forth in Section 5.4.1.
- 2.26. *New ERC Credits* – The ERCs of water and wastewater capacity that Developer may utilize by connecting to the Utility Systems without paying any Capital Charges for water or wastewater, as set forth in Section 21.5.6.
- 2.27. *New Off-Site Improvements* – The portion of the RWP Improvements consisting of potable water mains, valves, and appurtenances sized to meet the hydraulic requirements associated with the demand, to include fire flow, to be designed and permitted by Developer and approved by the County, and to be constructed by Developer to connect the RWP to points of connection of the Existing Water Facilities and/or to be stubbed out for future water main transmission connections, regardless of whether such facilities are located on or off of the Property, and which, upon completion, shall be conveyed to County. Although the parties currently anticipate that there will be two such water mains and that such mains will connect to the nearest points of connection that will provide redundancy for the Water Facilities, such matters (including the connection points and/or the stub outs) will be identified in the MPR. The New Off-Site Improvements will also include the RWP Wells Connection Facilities.
- 2.28. *New On-Site Improvements* – Any water mains, valves and appurtenances, and related Developer Improvements to be constructed on the Property and as necessary to provide Water Service only to Parcels located on the Property.
- 2.29. *Parcel* – Any parcel of land on the Property or outside of the boundaries of the Property, including a platted lot, unplatted parcel, or other division of real property.
- 2.30. *PDR* – A Preliminary Design Report to be prepared by Developer’s Engineer, and approved by County as set forth in Section 5.4.2.
- 2.31. *Reimbursable RWP Costs* – The actual and reasonable costs and expenses incurred by Developer in connection with the design, permitting and construction of the RWP Improvements, up to the Developer RWP Payment Cap.

- 2.32. *Reimbursement* – Developer’s entitlement to be reimbursed, through Reimbursement Payments to be paid by County to Developer, or to be used by Developer as the New ERC Credits, and calculated pursuant to Section 21.5.1.
- 2.33. *Reimbursement Account* – The account of Reimbursements to be made by County pursuant to Section 21.5.4.
- 2.34. *RWP* – The regional water plant, including portion of the RWP Improvements, generally consisting, but not limited to, buildings, treatment system(s), SCADA, chemical systems and chemical storage, electrical, internet service, generators, pumps, and water storage in an approved pre-stressed concrete ground storage tank (a “CROM Tank”). It is also understood that the RWP includes the requirements within the LDC to include, but not be limited to, the on-site storm water treatment system, required buffering and landscaping.
- 2.35. *RWP Access Improvements* – The roads or driveways, and related facilities to be constructed by Developer as part of the RWP Improvements and to provide access to the RWP and RWP Wells from public right of way.
- 2.36. *RWP Easements* – One or more of the following:
- 2.36.1. *RWP Access Easement* – The ingress and egress easement to be granted by Developer to County pursuant to Section 21.3.7.2.a.
- 2.36.2. *RWP Well Easement* – One or more of the easements for the RWP Wells to be conveyed by Developer to County pursuant to Section 21.3.7.2.b.
- 2.36.3. *RWP Wells Connection Facilities Easement* – One or more of the easements for the raw water mains from the RWP Wells to the RWP to be conveyed by Developer to County pursuant to Section 21.3.7.2.c.
- 2.37. *RWP Improvements* –
- 2.37.1. The RWP and all other new potable and raw water transmission mains, treatment, storage and production facilities, including all pipes, lines, meters, couplings, pumps, water mains and appurtenant equipment necessary for County to provide raw, potable and fire flow water service capacity in accordance with County rules and regulations to be provided by Developer under this Agreement, including the RWP, RWP Wells Connection Facilities, New Off-Site Improvements, and RWP Access Improvements.
- 2.37.2. By way of clarification, the Developer Improvements and RWP Improvements describe the same facilities except the RWP Improvements do not include the New On-Site Improvements.
- 2.38. *RWP Improvements Contract* – One or more contracts between Developer and the Developer’s Contractor to be entered into pursuant to Section 5.7.4.
- 2.39. *RWP Parcels* – The portions of the Property that will be the location of:
- 2.39.1. The RWP, being five acres in size;

- 2.39.2. The RWP Wells, each consisting of an area 40 feet by 40 feet.
- 2.39.3. The New Off-Site Improvements.
- 2.39.4. The RWP Access Improvements.
- 2.39.5. The RWP Wells Connection Facilities.
- 2.40. *RWP Parcels Value* – The amount determined by multiplying \$45,000.00 by the acreage of the RWP Parcels, other than portion thereof that is the location of the RWP Access Improvements.
- 2.41. *RWP Wells* – The portion of the RWP Improvements consisting of raw water production wells, finished well head assemblies, and required electrical services. It is anticipated that the RWP Wells will have well-casing diameters of no more than 20-inches.
- 2.42. *RWP Wells Connection Facilities* – The raw water mains, valves and appurtenances to transmit raw water from the RWP Wells to the RWP.
- 2.43. *Successor Titleholder* – A: (a) successor in title to Developer as to the Property or any Parcel thereof; or (b) any Customer who obtains County Water Service for improvements located on the Property.
- 2.44. *Utility Service* – The readiness and ability on the part of County to furnish water and service to Customers including those on the Property.
- 2.45. *Utility Systems* – One or more of County's Wastewater Facilities and Water Facilities.
- 2.46. *Wastewater Capital Charge* – See Section 2.2.1.
- 2.47. *Wastewater Service* – The readiness and ability on the part of County to provide wastewater treatment service to Customers including those on or outside the boundaries of the Property.
- 2.48. *Water Capital Charge* – See Section 2.2.2
- 2.49. *Water Facilities* – The Existing Water Facilities and the RWP Improvements.
- 2.50. *Water Service* – The readiness and ability on the part of County to furnish potable and fire flow water service to Customers including those on and outside the boundaries of the Property.
- 2.51. *Water Service Area* – The portion of Marion County, including the Property, to which County does and will provide Water Service with water currently produced by the Existing Water Facilities, and which will be provided by the RWP Improvements.
- 3. **Not applicable.**
- 4. **Provision of Service; Payment of Rates.**
 - 4.1. Upon the accomplishment of all the obligations contained in this Agreement to be performed by Developer, County covenants and agrees that it will allow the connection of

the Developer Improvements installed under this Agreement to the Water Facilities in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. County agrees that once it provides Water Service to the Property, and Developer, or others have connected to the Water Facilities, thereafter, County will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, Water Service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the Water Facilities. If there is any express conflict between the terms of this Agreement and the County Code, the County Code will prevail.

- 4.2. Developer agrees that any Customers obtaining Water Service on the Property shall be required to timely and fully pay all then applicable Water Capital Charges (subject to reimbursement to Developer as set forth in Section 21.4.2.4) at the rates then in effect, prior to issuance by County of any building permit for the construction of any new structure on the Property together with the monthly rates, fees, and charges to County, and otherwise fully comply with County's rules, regulations, and ordinances applicable to the provision of Water Service.
- 4.3. The obligations of Developer under Section 4.2 shall run with the title to the Property and each Parcel thereof, and shall terminate, as to Developer, or, as to each Successor Titleholder, when a Parcel of the Property is conveyed to a Successor Titleholder, and shall thereafter bind such Successor Titleholder until it again conveys such Parcel to a new Successor Titleholder.

5. **Developer Improvements, Including RWP Improvements.**

- 5.1. To induce County to continue to provide Water Service, and to continuously provide Customers located on the Property with Water Service, Developer agrees to pay for the design, permit and construction of, and to transfer ownership and control to County, the Developer Improvements pursuant to the terms set forth in this Section 5 and in Section 21 of this Agreement. The construction of the Developer Improvements, including the RWP Improvements, New Off-Site Improvements and New On-Site Improvements shall be in accordance with County rules, regulations, and utility standards.
- 5.2. Sub Components of the RWP Improvements.
 - 5.2.1. The parties agree that the Developer will be responsible to design, permit and construct the RWP Improvements in their entirety.
 - 5.2.2. During this process, should the Developer require the following sub-components to be installed to support the Property prior to the completion of the RWP Improvements, and County approves such installation, Developer may initially construct portions of the RWP Improvements consisting of infrastructure (including the CROM Tank, pump station and hydropneumatic tank system) necessary for the RWP to operate as a storage, repump, and rechlorination station that receives potable water from County's existing Water Facilities (including the Ashley Farms distribution system) and repumps such water into the Property's Existing Water Facilities, and following the completion of the RWP Improvements, into the RWP Improvements. Such sub-components shall be

constructed pursuant to approved Developer Plans and Specifications therefor, and will include the electrical service to support the RWP, the internet service, SCADA, and other components that support the sub-component and the complete RWP Improvements. Developer acknowledges that such activity does not provide additional system-wide water service capacity within the Water Service Area.

- 5.3. Developer shall design, permit and construct the Developer Improvements as follows:
 - 5.3.1. Preparation of the Initial Reports pursuant to Section 5.4.
 - 5.3.2. Preparation of the Developer Plans and Specifications pursuant to Section 5.5.
 - 5.3.3. Obtaining all permits pursuant to Section 5.6.
 - 5.3.4. Entering into one or more Developer Improvements Contracts with the Developer's Contractor pursuant to Section 5.7.
 - 5.3.5. Commence and complete construction of the Developer Improvements pursuant to Section 5.8.
 - 5.3.6. Other activities as set forth in this Section 5.
- 5.4. Developer shall prepare and submit to County the Initial Reports pursuant to this Section 5.4.
 - 5.4.1. The MPR shall establish the water demands (up to and including build-out) from the Property and the Regional Service Area, plant treatment capacity, water supply capacity for the RWP Wells, location of the RWP, location of all RWP Wells, alignments to support the RWP Well Connection Facilities, and general parameters for design, of the RWP and associated potable and raw transmission systems, and shall be based on meetings with Developer and County, hydraulic modeling services, drilling water production wells and related work.
 - 5.4.2. The PDR shall establish the basis of the design for the RWP Improvements including the treatment regime, storage volume, general water plant components to include electrical service, internet service, plant layout, buffers, stormwater treatment system(s), sizing of all potable water transmission, distribution piping, raw water transmission and piping, new water wells, well heads and pump stations.
 - 5.4.3. Developer's Engineer and County shall determine the methodology for the preparation of the Initial Reports. Thereafter, Developer shall cause the Initial Reports to be prepared pursuant to the approved methodology.
 - 5.4.4. Developer shall pay for the preparation of the Initial Reports which payment shall be included in the Developer RWP Payment Cap.
 - 5.4.5. The Initial Reports will be completed within nine (9) months of the Effective Date.
- 5.5. Following the preparation of the Initial Reports, Developer shall prepare and submit to County the Developer Plans and Specifications, to the extent they are not set forth in the

PDR, for approval by County pursuant to the County Code prior to commencing construction of the RWP Improvements.

- 5.5.1. While the parties currently anticipate that there shall be no more than four (4) RWP Wells, the actual number and the location of the RWP Wells shall be determined by the Initial Reports.
- 5.5.2. The design of the RWP Improvements will be governed by the Initial Reports including the water quality associated with any production wells drilled in connection with the preparation of the Initial Reports.
- 5.5.3. All other components of the Developer Plans and Specifications shall be consistent with the Initial Reports.
- 5.5.4. During the preparation of the Developer Plans and Specifications, Developer shall prepare, and submit to County for approval, a legal description of the RWP Parcels including the RWP Easements. County's approval of the Developer Plans and Specifications shall be deemed approval of such descriptions.
- 5.5.5. The Developer Plans and Specifications shall specifically include plans and specifications for construction of the RWP Access Improvements which shall be sufficient in size and method of construction to permit County to access the RWP Parcels.
- 5.5.6. County shall, within thirty (30) days after their submission by Developer, review and either approve or disapprove (with written comments explaining the reason for disapproval) proposed Developer Plans and Specifications. If County fails to do so, and fails to cure such failure within ten (10) days of written notice from Developer specifically referring to the consequences of this failure under this Section 5.5.6, the Developer Plans and Specifications shall be deemed approved.
- 5.5.7. The Developer Plans and Specifications shall be prepared by Developer and approved by County within 18 months after the Effective Date.
- 5.6. Developer shall obtain all permits necessary for the construction of the Developer Improvements from any Governmental Authority with jurisdiction over the Developer Improvements.
 - 5.6.1. To the extent that it is necessary to obtain such permits, County consents to such permits being in the name of County and County shall cooperate with Developer in connection with the permitting process.
 - 5.6.2. Developer shall obtain all such permits within 18 months after the Effective Date.
- 5.7. Developer Improvements Contract including RWP Improvements Contract.
 - 5.7.1. Concerning the selection of the Developer's RWP Contractor:
 - 5.7.1.1. Developer and County shall agree upon a process to "prequalify" contractors who may bid upon the construction of the RWP Improvements; the prequalification criteria shall include performance

of the work consistent with Developer's requirements for water within the Property, the warranty obligations set forth in Section 5.10 and Section 5.11, and the deadline for construction set forth in this Agreement. Developer and County shall prequalify the most qualified venders in this process, developing a stable of prequalified venders to bid on the RWP Improvements.

5.7.1.2. Developer will invite the prequalified venders to bid on the RWP Improvements and will provide to them the approved Developer Plans and Specifications therefor.

5.7.1.3. Developer, with input and approval from the County, shall award the RWP Improvements Contract to the lowest qualified bidder.

5.7.2. If the New Off-Site Improvements are not being bid as part of the RWP Improvements, Developer shall request that at least three (3) contractors who are on the "Approved County Contractor Bid List" a copy being attached as Exhibit C, bid on the construction of such New Off-Site Improvements.

5.7.3. As Developer is receiving no Reimbursements for the New On-Site Improvements, this Agreement does not govern the bidding for such Developer Improvements unless bidders on the New On-Site Improvements are also bidding on the RWP Improvements (including the New Off-Site Improvements), in which event Developer shall cause the bidders who are bidding on the New On-Site Improvements to separately bid the New On-Site Improvements from the other RWP Improvements that are the subject of their bids.

5.7.4. Following receipt of the bids, Developer shall enter into one or more Developer Improvements Contracts with one or more Developer's Contractors for the Developer Improvements; separate Developer Improvements Contracts may be entered into with different the Developer's Contractors.

5.8. Construction of Developer Improvements.

5.8.1. Promptly after entering into the Developer Improvements Contracts with the Developer's Contractors, Developer shall cause the Developer's Contractor to commence construction of the Developer Improvements.

5.8.2. Developer shall pay for the RWP Improvements up to the amount due under the Developer Total RWP Cap (as reduced by prior expenditures by Developer).

5.8.2.1. If the amount bid for the RWP Improvements Contract is in excess of the balance of the Developer Total RWP Cap, and County is not able to reduce such amount due through efforts of value engineering within thirty (30) days after the bid for the final RWP Improvements Contract is submitted, when each draw is due to the Developer's Contractor, County shall pay to Developer the percentage of such draw equal to the percentage that the amount of the excess bears to the balance of the Developer Total RWP Cap. For example, if Developer enters into a single RWP Improvements Contract for the construction of all of the RWP Improvements, such RWP

Improvements Contract provides for payments to the RWP Contractor of \$5,450,000.00 (being \$450,000.00 in excess of the Developer Total RWP Cap) and prior to entering into the RWP Improvements Contract, Developer has spent \$500,000.00 (such that the balance of the Developer Total RWP Cap is \$4,500,000.00), County shall pay ten percent (10%) of each draw payment (\$450,000.00 (amount of RWP Improvements Contract in excess of Developer Total RWP Cap) divided by \$4,500,000.00 (balance of Developer RWP Total Cap)).

- 5.8.2.2. County's payments under Section 5.8.2.1 are in addition to County's obligation to repay the Developer RWP Loan to Developer pursuant to Section 21.6.
- 5.8.3. During the construction of the Developer Improvements, County shall have the right to inspect such installation to determine compliance with the Developer Plans and Specifications as approved by County, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, line and grade, and all other normal engineering tests required by specifications, good engineering practices, and federal, local, or state regulations. Complete as-built plans shall be submitted to County upon completion of construction, the as-built plans shall be prepared in accordance with the County's requirements. County inspections of the Developer Improvements will not unreasonably delay the construction schedule. Consistent with current County policy, County shall not charge for any County inspections of the RWP Improvements if such inspections are requested to be conducted during normal business hours and other than on holidays or weekends; County may charge for inspections requested to be made after hours or on weekends or holidays. The Developer Improvements shall be constructed in accordance with the County Code.
- 5.8.4. Developer shall complete construction of the RWP Improvements within 18 months after obtaining all required permits under Section 5.6.
- 5.9. By these presents, upon completion of the Developer Improvements by Developer, and County's approval thereof, Developer shall transfer to County, all right, title, and interest, free and clear of any liens, claims or encumbrances to the Developer Improvements pursuant to Sections 21.2 and 21.3.
- 5.10. Developer shall cause the Developer's Contractor constructing the New On-Site Improvements, the New Off-Site Improvements, and the RWP Wells Connection Facilities to warrant them for one (1) year from the date of acceptance by County. Developer makes no warranty for any such Developer Improvements, but shall assign to County any warranties from the Developer's Contractor, equipment manufacturer or other contractors or suppliers, of the Developer Improvements.
- 5.11. Developer shall cause the Developer's Contractor constructing the RWP Improvements, and the RWP Wells to warrant them for two (2) years from the date of acceptance by County. Developer makes no warranty for any such Developer Improvements, but shall assign to County any warranties from the Developer's Contractor, equipment manufacture or other contractors or suppliers, of the Developer Improvements.

5.12. Except as expressly set forth in Section 21:

5.12.1. Developer's provision of the Developer Improvements does not and will not result in County waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer. County shall not be obligated for any reason whatsoever to pay, nor shall County pay, any interest or rate of interest upon the Developer Improvements.

5.12.2. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the Developer Improvements and properties of County, and all prohibitions applicable to Developer with respect to no refund of Developer Improvements, no interest payment on such Developer Improvements and otherwise, are applicable to all persons or entities.

5.13. No Customer of Water Service shall be entitled to offset any bill or bills rendered by County for such Water Service against the costs of the Developer Improvements.

5.14. Promptly after Developer has completed the Developer Improvements and conveyed them to County, County shall execute and deliver to Developer a bill of sale for all equipment and fixtures on Existing Water Plant Parcel 1 including those that comprise Existing Water Plant 1.

5.15. All deadlines set forth in this Section 5 are subject to extension by Force Majeure pursuant to Section 14.4

6. Availability of Right of Way; Evidence of Title.

6.1. County's approval of the Plans and Specifications depicting the route of the New Off-Site Improvements shall be deemed a representation and warranty to Developer that County owns all right of way, has easements or rights that will permit Developer to construct the New Off-Site Improvements pursuant to the approved Plans and Specifications, except to the extent that New Off-Site Improvements are located on the Property.

6.2. Pursuant to Section 21.2 of this Agreement, Developer shall be obligated to provide easements to County for any New On-Site Improvements and New Off-Site Improvements located on the Property.

7. Ownership of Facilities. Developer agrees with County that the Developer Improvements to be conveyed to County for use in connection with providing Water Service to the Property, shall at all times remain in the complete and exclusive ownership of County, and any person owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to Developer Improvements, or any part of them, for any purpose, including the furnishing of Water Service to other persons or entities located within or beyond the limits of the Property.

8. Application of Rules, Regulations, and Rates. County may establish, revise, modify and enforce rules, regulations and rates covering the provision of Water Service to Customers on the Property, provided that such rules, regulations and rates are approved by the Board of County Commissioners of Marion County, Florida. Such rules and regulations shall at all times be reasonable and subject to applicable laws or contracts. County will charge rates to Customers located on the Property

pursuant to County's Unified Rate Structure, as such Structure may be amended from time to time by County, such that the rates charged to Customers on the Property shall be the same rates charged to similarly-situated Customers located off of the Property. All rules, regulations, and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon Developer, upon any other entity holding by, through or under Developer; and upon any Customer of the Water Service provided to the Property by County. County, subject to the terms herein, reserves the right to set rates, fees and charges for the provision of treated effluent in accordance with the authority vested in County and shall have the right to modify such rates from time to time. No actions by County under this Section 8 shall adversely affect Developer's rights to reimbursement under Section 21.4.2.4, Developer's reservation of ERCs under Section 21.4, or the design and permitting of the Developer Improvements (which shall be solely governed by the County Code and this Agreement).

9. **Permission to Connect Required.** Developer, or any Successor Titleholder, or any occupant of any residences or buildings located on the Property, shall not have the right to, and shall not connect to, the Developer Improvements until payment is received for such connection and approval for such connection has been granted by County, such approval not to be unreasonably withheld.
10. **Binding Agreement; Assignments by Developer.** This Agreement shall be binding upon and shall inure to the benefit of Developer, Successor Titleholders, County and their respective assigns and successors by merger, consolidation or conveyance. Except as set forth in Sections 21.10, this Agreement shall not be sold, conveyed, assigned or otherwise disposed of by Developer without the written consent of County first having been obtained; County agrees not to unreasonably withhold, delay or condition such consent, so long as County receives the benefit of its bargain under this Agreement.
11. **Notices; Communications.**
 - 11.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this Section 11:
 - 11.1.1. If to County: Jody C. Kirkman, P.E., Director of Environmental Services, 11800 SE US Hwy. 441, Belleview, FL 34420, Email: Jody.Kirkman@marioncountyfl.org.
 - 11.1.1.1. With a copy to: Matthew Minter, County Attorney, 601 SE 25th Avenue, Ocala, FL 34471; Email: matthew.minter@marioncountyfl.org.
 - 11.1.2. If to Developer: Attn: Corporate Legal Department, 600 Gillam Road, Wilmington, Ohio 45177; Email: none (do not use email for this address);
 - 11.1.2.1. With a copy to: Don DeLuca, 7290 College Parkway, Suite 400, Fort Myers, FL 33907; Email: ddeluca@rlcarriers.com.

- 11.1.2.2. With a copy to: W. James Gooding III, Esq., Gilligan, Gooding, Batsel, Anderson & Phelan, P.A., 1531 SE 36th Avenue, Ocala, FL 34471; Email: jgooding@ocalalaw.com.
- 11.1.3. If to any Successor Titleholder: Unless a Successor Titleholder provides a Communication to the parties to this Agreement under this Section 11 containing the address that such Successor Titleholder desires the parties to use, the address of such Successor Titleholder as shown on the records of the Marion County Property Appraiser concerning the tax parcel owned by such Successor Titleholder.
- 11.2. Each such Communication shall be deemed delivered:
- 11.2.1. On the date of delivery if by personal delivery;
- 11.2.2. On the date of email transmission if by email (subject to Section 11.5); and
- 11.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
- 11.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.
- 11.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with Section 11.2.
- 11.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 11.5. Concerning Communications sent by email:
- 11.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
- 11.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
- 11.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

11.5.4. Any email that generates a “read receipt” sent by the recipient’s email system shall be deemed delivered to the recipient.

11.5.5. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and

11.5.6. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

12. **Survival of Covenants.** The rights, privileges, obligations and covenants of Developer (except those related to the design, permitting and construction of the Developer Improvements) and County shall survive the completion of the work of Developer with respect to the Developer Improvements, and the provision of Water Service by County to the Property.

13. **Entire Agreement; Amendments; Applicable Law; Attorney’s Fees.** This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and County, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and County. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances and resolutions of County and it shall be and become effective immediately upon execution by all parties hereto. In the event that any party to this Agreement is required to enforce this Agreement by court proceedings, by instituting suit or otherwise, then the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney’s fees.

14. **Disclaimers; Limitations on Liability.**

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION.

14.2.1. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS COUNTY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST COUNTY BY REASON OF ANY NEGLIGENCE ON THE PART OF DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED BY DEVELOPER BY REASON OF ANY SUCH OCCURRENCES. DEVELOPER WILL, AT DEVELOPER’S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. NOTWITHSTANDING THE FOREGOING, DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS COUNTY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST COUNTY BY REASON OF ANY

NEGLIGENCE ON THE PART OF DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF ASSOCIATED WITH THE DEVELOPER IMPROVEMENTS; OR ANY FAILURE ON THE PART OF DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH BY DEVELOPER BY REASON OF ANY SUCH OCCURRENCES. DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR NEGLIGENT CONDUCT OF: (A) THE COUNTY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES OR THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE; OR (B) OF ANY CONTRACTORS OR SUBCONTRACTORS CONSTRUCTING THE DEVELOPER IMPROVEMENTS, OR ANY EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES OR THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE (IN THAT SUCH CONTRACTORS AND SUBCONTRACTORS ARE INDEPENDENT CONTRACTORS UNDER FLORIDA LAW). FURTHER, DEVELOPER SHALL HAVE NO OBLIGATIONS UNDER THIS SECTION 14.2.1 AS TO ANY OF THE FOREGOING MATTERS THAT ARISE, AS TO ANY DEVELOPER IMPROVEMENTS, AFTER THE DATE THAT DEVELOPER CONVEYS SUCH DEVELOPER IMPROVEMENTS TO COUNTY; THIS SHALL NOT RELIEVE DEVELOPER FROM ANY OBLIGATIONS ASSERTED FOLLOWING SUCH CONVEYANCE AS LONG AS THEY AROSE BEFORE THE CONVEYANCE.

- 14.2.2. COUNTY WILL INDEMNIFY, SAVE AND HOLD HARMLESS DEVELOPER, ITS EMPLOYEES, AGENTS, CONTRACTORS AND OTHER REPRESENTATIVES (COLLECTIVELY THE "DEVELOPER INDEMNITEES") AGAINST ALL LIABILITY, LOSSES, DAMAGES OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED, INCURRED BY OR ASSERTED AGAINST DEVELOPER INDEMNITEES BY REASON OF THE DEVELOPER IMPROVEMENTS (INCLUDING THE DESIGN OR CONSTRUCTION THEREOF) FOLLOWING THEIR CONVEYANCE TO COUNTY.
- 14.2.3. THE LIABILITY AND IMMUNITY OF THE COUNTY IS GOVERNED BY THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, AND, NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF COUNTY OR TO WAIVE ANY IMMUNITY ENJOYED BY COUNTY UNDER THAT STATUTE; PROVIDED, HOWEVER, THAT: (A) TO THE EXTENT THAT COUNTY'S LIABILITY UNDER THIS AGREEMENT IS NOT A LIABILITY SUBJECT TO SOVEREIGN IMMUNITY, SECTION 768.28 DOES NOT APPLY; AND (B) ANY CONTRACTUAL LIABILITY OF COUNTY UNDER THIS AGREEMENT IS NOT SUBJECT TO THE LIMITATION ON THE AMOUNT OF CLAIMS OR JUDGMENTS SET FORTH IN SECTION 768.28, FLORIDA STATUTES.

- 14.3. FORCE MAJEURE (COUNTY). COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE TO DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE COUNTY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR ANY INJURY TO DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE (AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES; LANDSLIDES, EARTHQUAKES, SINKHOLES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF COUNTY AND WHICH BY EXERCISE OF DUE DILIGENCE COUNTY IS UNABLE TO OVERCOME.
- 14.4. FORCE MAJEURE (DEVELOPER). THE PROVISIONS OF SECTION 14.3 SHALL ALSO APPLY AS TO ANY ACTION, REQUIREMENT OR OBLIGATION OF DEVELOPER UNDER THIS AGREEMENT, EXCEPT ALL REFERENCES IN SUCH SECTION TO "COUNTY" SHALL BE DEEMED TO REFER TO "DEVELOPER," AND ALL REFERENCES THEREIN TO "DEVELOPER" SHALL BE DEEMED TO REFER TO "COUNTY."
- 14.5. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR AN AUTHORIZED SUCCESSOR OR ASSIGNEE THEREOF.
- 14.6. DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE COUNTY'S UTILITY SYSTEMS), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE COUNTY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE COUNTY IN CONNECTION WITH THE COUNTY'S WATER FACILITIES) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE COUNTY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY STOCKS, BONDS,

OR NOTES OF THE COUNTY, WHETHER CURRENTLY OUTSTANDING OR
HEREAFTER ISSUED.

15. **Covenant Not to Engage in Water Service Business.**

- 15.1. Developer, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory sense) engage in the business of providing Water Service to the Property during the period of time County, its successors and assigns, provide any Water Service to the Property, or, to Parcels outside of the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under such provision and also under other provisions of this Agreement County shall have the sole and exclusive right and privilege to provide Water Service to the Property and to the occupants of each residence, building or unit constructed thereon as well as to Parcels outside of the Property.
- 15.2. Nothing set forth in Section 15.1 or elsewhere in this Agreement shall preclude Developer from installing, or any Customer's located on the Property from utilizing, any existing or hereafter installed wells for non-potable uses outside of a Dwelling Unit. Non-potable wells shall be permitted and constructed in accordance with local and state regulations, including those requiring backflow prevention devices identified in Chapter 62-555.360, Florida Administrative Code (dealing with cross-connection control for public water systems).
16. **Recordation.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Marion County, Florida, at the expense of Developer.
17. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.
18. **Authority to Execute Agreement.** The signature by any person to this Agreement shall be deemed a personal warranty by that person that such person has the full power and authority to bind the entity for which that person is signing.
19. **Capacity.** No specific reservation of water capacity is granted by County under this Agreement except as specifically set forth in Section 21.4.
20. **Arms-Length Transaction.** All parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of any party by virtue of the preparation, drafting, or negotiation of this Agreement.
21. **Special Conditions.** Notwithstanding any other provisions of this Agreement, the following Special Conditions are mutually agreed between Developer and County. In the event of a conflict between this Section 21 and the rest of this Agreement, Section 21 shall control.
- 21.1. Transfer of Developer Improvements.

- 21.1.1. Following the construction of the Developer Improvements, Developer shall transfer ownership, title and control of them to County pursuant to the provisions of this Section and Sections 21.2 and 21.3.
- 21.1.2. The Developer Improvements shall be transferred to County promptly after completion of construction, free and clear of all liens and encumbrances.
- 21.1.3. Developer shall transfer to County the New On-Site Improvements, free and clear of all liens and encumbrances, as and when necessary for County to provide Water Service to improvements on the Parcels being served by the New On-Site Improvements. Because Developer will be constructing such improvements on Developer's Parcels at various times, the times for construction of the New On-Site Improvements shall vary.
- 21.1.4. After Developer has completed the construction of one or more of the Developer Improvements, and transferred ownership, title and control of them to County, County shall execute and deliver to Developer a recordable instrument acknowledging that such Developer Improvements have been constructed and accepted by County, and that ownership, title and control of such Developer Improvements has been conveyed to County. Attached hereto as Exhibit E is a form of such instrument; such form shall be modified so that it accurately reflects the matters to be included therein, and as approved by the County Attorney. As Developer is permitted to construct the New On-Site Improvements at different times as set forth in this Agreement, Developer may request, and County shall provide, separate instruments pursuant to this Section 21.1.4. By approving this Agreement, the Board of County Commissioners of Marion County, Florida, authorizes the County Administrator or the Director of Environmental Services for County, or any written designee of the foregoing, to execute and deliver the foregoing instrument.
- 21.2. Transfer of Developer Improvements Other Than RWP Parcels. The conveyance of the Developer Improvements, other than the RWP Parcels, are to take effect without further action upon the acceptance by County of such construction. As further evidence of such transfer of title, and upon the completion of the construction and prior to the rendering of Water Service by County, Developer shall convey to County, by bill of sale, or other appropriate documents, in form satisfactory to County's counsel, the completed Developer Improvements. Developer shall convey to County, all easements over portions of the Property in which the New On-Site Improvements or the New Off-Site Improvements are constructed; such conveyance shall be by plat or, concerning portions of the Property that are not platted prior to conveyance, by recordable document in form satisfactory to County's counsel or pursuant to provisions of this Agreement concerning the conveyance of the RWP Easements. Mortgagee(s), if any, holding prior liens on such properties shall be required to either release such liens, subordinate their lien to the easements, or join in the grant or dedication of the easements. The obligations of Developer under this Section 21.2 shall apply only to the extent that Developer owns any portion of the Property upon which the Developer Improvements are located at the time of completion and approval thereof; to the extent that Developer does not do so, the obligations shall be assumed by the Successor Titleholders as to any portion of the Property not owned by Developer.
- 21.3. Conveyance of RWP Parcels.

21.3.1. *Issuance of Title Insurance Commitment and Policy.*

- 21.3.1.1. Within fifteen (15) days after the Effective Date, Developer shall, at County's expense, obtain and deliver to County a title insurance commitment (the "Title Commitment"). The Title Commitment shall be accompanied by legible copies of all documents which it references. As the legal descriptions of the RWP Parcels have not yet been determined, the Title Commitment shall be based upon the legal description of the portion of the Property in which County and Developer currently anticipate the RWP Parcels will be located. After the final legal descriptions of the RWP Parcels have been determined, Developer shall update the Title Commitment to refer to the actual legal descriptions.
 - 21.3.1.2. Within thirty (30) days after the Closing, a title insurance policy (the "Title Policy") in an amount equal to the RWP Parcels Value, and, if requested by County, the County's estimate of value of the RWP Improvements located on the RWP Parcels. The Title Policy shall be based upon the final legal descriptions.
 - 21.3.1.3. The Title Commitment and the Title Policy, when issued, shall be issued by Title Insurance Company.
- 21.3.2. *Permitted Exceptions.* The Title Commitment shall evidence that Developer is vested with fee simple title to the RWP Parcels, free and clear of all liens, encumbrances, exceptions, and qualifications whatsoever, except: (1) those which shall not adversely affect operation of the RWP, as determined by County in its reasonable discretion; (2) those which shall be discharged by Developer prior to the Closing; and (3) those set forth on the attached **Exhibit D** (the "Permitted Exceptions").
- 21.3.3. *Examination of Title Commitment by County.* County shall have fifteen (15) days after receipt of the Title Commitment to examine it. If the Title Commitment fails to meet the requirements of Section 21.3.2, County shall notify Developer by the end of such time period, specifying the liens, encumbrances, exceptions, qualifications, or other matters listed in the Title Commitment that are not Permitted Exceptions (any such liens, encumbrances, exceptions, qualifications, or other matters being referred to below as "Title Defects"); County need not object to any matters that must be discharged by Developer at or before the Closing. If County fails to notify Developer of any Title Defects within the required time period, then County shall be deemed to have accepted the Title Commitment and the title to the RWP Parcels as evidenced thereby.
- 21.3.4. *Curative Period.* Developer shall have one (1) month after notice from County specifying the Title Defects within which to eliminate or cure them. Developer shall use good faith, diligent efforts to timely eliminate or cure the Title Defects, including the bringing of necessary suits. If any title matters arise after the Title Commitment's effective date and prior to the Closing that are not contemplated as Permitted Exceptions under this Agreement (other than those that arise based upon actions of County or with the consent of County) and County objects to them by notice to Developer before the Closing, then such matters shall be treated as Title

Defects under this Agreement, and the Closing may be extended for up to sixty (60) days to allow Developer sufficient time to eliminate or cure such Title Defects. If Developer is not successful in eliminating or curing the Title Defects within the time period provided therefor, County may:

- 21.3.4.1. Accept the title as it then is, thereby waiving all objections to the Title Defects; or
 - 21.3.4.2. Terminate this Agreement whereupon Developer and County shall be released from all liabilities and obligations under this Agreement, except as to matters which by the terms of this Agreement specifically survive any termination of this Agreement. Such termination shall also terminate any reservation of concurrency, ERC Credits or reservations of water capacity under Section 21.4.
- 21.3.5. *Closing Affidavits.* At the Closing, Developer shall provide all evidence, affidavits, and other documentation reasonably required such that the Title Commitment (and the Title Policy when issued) shall not contain the so-called “standard exceptions” for rights of parties in possession, matters of survey, unrecorded easements, and construction liens. The Title Commitment (and the Title Policy when issued) will contain an exception for the current year’s taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years.
- 21.3.6. *Survey.* Developer shall, in connection with the determination of the location of the RWP Parcels under Section 5.5.4, obtain, at Developer’s expense, a Survey (the “Survey”) of the RWP Parcels. If the Survey reveals any easements, encroachments or other matters that would interfere with County’s use of the RWP Parcels for the operation of the RWP, County may object to such matters which shall be resolved pursuant to the provisions of Section 21.3.4 as Title Defects. The cost of the Survey shall be included in the Developer Total RWP Cap.
- 21.3.7. *Manner of Conveyance.* Developer shall convey the title to the RWP Parcels to County as follows:
- 21.3.7.1. The portion of the RWP Parcels, other than the RWP Easements, shall be conveyed pursuant to a special warranty deed (the “RWP Deed”).
 - 21.3.7.2. The RWP Easements, shall be conveyed in the RWP Deed or in separate instruments (the “RWP Grant of Easement”).
 - a. The conveyance instruments for the RWP Access Easement shall provide that the RWP Access Easement shall be non-exclusive, may be used by County for ingress and egress to the RWP and RWP Wells, and shall specifically provide that Developer may relocate the RWP Access Easement and RWP Access Improvements pursuant to the following procedure:
 - 1). Prior to such relocation, Developer shall provide written notice thereof to County as well as the new location of the

RWP Access Improvements. County shall not unreasonably withhold its approval of the new locations.

- 2). The relocated RWP Access Easement and relocated RWP Access Improvements shall provide County with sufficient means of access to the RWP and RWP Wells.
- 3). The relocated RWP Access Easement and relocated RWP Access Improvements may be in locations utilized by Developer and others in connection with the development of the Property in the vicinity of the RWP.
- 4). Following completion of the relocated RWP Access Improvements, Developer and County shall execute a recordable instrument, to be recorded by Developer:
 - a). Granting County a perpetual ingress and egress easement over the relocated RWP Access Easement in form and substance substantially similar to the instrument granting the original RWP Access Easement.
 - b). Terminating the prior RWP Access Easement.
- b. The conveyance instruments for the RWP Well Easement shall provide that the RWP Well Easement may be used for the construction, maintenance, operation, repair and replacement of the RWP Wells Connection Facilities, and shall be exclusive of any other easements except those approved by County upon a determination that the additional easements will not interfere with County's primary rights under the RWP Well Easement.
- c. The conveyance instruments for the RWP Wells Connection Facilities Easement shall provide that the RWP Wells Connection Facilities Easement may be used for the construction, maintenance, operation, repair and replacement of the RWP Raw Water Main Facilities, and shall be exclusive of any other easements except those approved by County upon a determination that the additional easements will not interfere with County's primary rights under the RWP Wells Connection Facilities Easement.

21.3.8. Closing Date and Place.

- 21.3.8.1. Unless otherwise provided in this Agreement, the closing and transfer of title to the RWP Parcels (the "RWP Closing") shall take place on a date (the "RWP Closing Date") chosen by County on at least ten (10) days prior written notice to Developer on or before the date that is within one (1) month after the completion of the RWP Improvements.

- 21.3.8.2. The RWP Closing shall take place at the office of counsel for Developer or other location designated by Agreement of the Parties. Notwithstanding the foregoing, County and Developer will cooperate with each other in closing this transaction through the mail, email overnight courier service or digital means.
- 21.3.9. *Closing Documents.* Developer shall prepare all closing documents, including the RWP Deed and any other instruments of conveyance, all affidavits to be executed by either Developer or County, the closing statement, and such other documents as may be reasonably required for the RWP Closing.
- 21.3.10. *Developer's Documents.* Developer shall deliver or cause to be delivered to County on or before the RWP Closing Date, at Developer's sole cost and expense, the following original documents:
- 21.3.10.1. The RWP Deed and any other instruments of conveyance (including, if the RWP Easements are not granted in the RWP Deed), the RWP Grant of Easement, properly executed and in recordable form.
- 21.3.10.2. A closing statement setting forth all of the closing expenses of the Developer and County, including closing prorations and adjustments, and setting forth the net cash due to Developer and the cash required to close on the part of County.
- 21.3.11. *County's Documents.* County shall deliver or cause to be delivered to Developer on or before the Closing Date, at County's sole cost and expense, the following original documents:
- 21.3.11.1. Cash to pay the RWP Parcels Value and County's expenses under Section 21.3.12.2, or a wire transfer of such funds, after the prorations and credits are applied.
- 21.3.11.2. The closing statement referred to in Section 21.3.10.2.
- 21.3.12. *Expenses.*
- 21.3.12.1. *Developer's Expenses.* Developer shall pay, at or prior to the Closing, the cost of recording any documents required to cure any Title Defects.
- 21.3.12.2. *County's Expenses.* County shall pay, at or prior to the Closing, the cost of:
- a. Recording the RWP Deed and any other instruments of conveyance;
- b. Documentary stamp tax with respect to the RWP Deed and any other instruments of conveyance, if such tax is due notwithstanding Section 21.3.12.3;

- c. The Title Commitment and Title Policy premiums and title information and examination expenses.

21.3.12.3. *In Lieu of Condemnation.* County is acquiring the RWP Parcels under threat of and in lieu of condemnation. Therefore, County and Developer believe no documentary excise taxes are due. If they are due, they shall be paid by County, together with any interest and penalties. This Section 21.3.12.3 does not affect consideration under this Agreement (including, without limitation, the New ERC Credits), nor does it obligate County to pay Owner's professional fees.

21.4. **Concurrency; Reservation of Capacity.**

21.4.1. **Concurrency.** By virtue of its execution of this Agreement, Developer shall be deemed to have complied with the concurrency requirements of the Marion County Comprehensive Plan, and Division 8 of Chapter 1 of the County Code, (collectively the "Concurrency Management System") as to the amount of water sufficient to accommodate the anticipated development of the Property pursuant to Marion County Ordinances 17-28, 17-29, 20-36, 20-37 and 20-38 (collectively, the "County Approvals"). (Compliance with such concurrency requirements does not constitute a reservation of water capacity, which is addressed in Section 21.4.2) Thus, the Property, as so developed pursuant to the County Approvals, will meet the level of service standards set forth in Section 1.8.3 of the County Code.

21.4.2. **Reservation of Capacity.**

21.4.2.1. Developer shall be deemed to have reserved ERCs of water capacity: (a) calculated based on the amount of Reimbursable RWP Costs (as such costs are expended by Developer); (b) calculated based on the amount of Escrowed Funds pursuant to Section 21.5.8; or (c) by complying with Section 19-124 of the County Code.

21.4.2.2. Because the anticipated cost of the RWP Improvements is in excess of the capacity reservation fee that would be due under County's Concurrency Management System, Developer will obtain capacity reservation fee credits in the amount equal to the amount of Reimbursable RWP Costs (as such costs are expended by Developer), under this Agreement.

21.4.2.3. The reservation of capacity set forth in Section 21.4.1 is in addition to any reservation of capacity held by Developer under the Prior Utility Agreements.

21.4.2.4. Developer may reserve additional capacity, subject to availability, pursuant to the applicable provisions of the County Code.

21.4.2.5. Upon written request from Developer (which may be made no more than two (2) times per year), County shall provide Developer with an annual RWP water capacity report to include: (1) permitted water capacity (based on the DEP Operating Permit); (2) utilized RWP capacity; and (3) remaining available RWP water capacity for

development. Based on the annual RWP water capacity report, the Developer will have the right to reserve additional available capacity under Section 19-124 of the County Code. Upon payment for such reservation, Developer shall be entitled to the water capacity from the RWP. If County fails to provide Developer with the reports, and as a result thereof, there is insufficient capacity for Developer to reserve or use for the benefit of the Property, Developer shall be permitted to reserve additional water capacity under Section 21.4.2.4 for the amount of available capacity in the first report not provided by County to Developer, notwithstanding that there is not then available capacity. This Section 21.4.2.5 shall cease to be effective, without further action by the parties, on the fifth anniversary of the Effective Date of this Agreement; such occurrence shall not preclude Developer from continuing to reserve capacity under Section 19-124 of the County Code or to obtain the information set forth in this Section 21.4.2.5 pursuant to the Public Records Act or similar laws.

21.5. Reimbursement to Developer. County shall provide Reimbursements to Developer as follows.

21.5.1. *Calculation of Reimbursements.* County shall reimburse Developer for the following (collectively, the “Reimbursements”): The actual and reasonable costs (the “Reimbursable RWP Costs”), incurred by Developer in connection with its design, permitting and construction of the RWP Improvements up to the amount of the Developer RWP Payment Cap.

21.5.2. *Reimbursement Determination Request.*

21.5.2.1. During, and following completion of, the design, permitting and construction of the RWP Improvements, and following the conveyances of the RWP Parcels, Developer may submit to County one or more requests for determination (each a “Determination Request”) requesting County to determine the amount of Reimbursements that Developer is entitled to under the provisions of this Section 21.4.2.4 (to be reflected in the Reimbursement Account). Developer may make such Determination Request periodically during the design, permitting and construction of the RWP Improvements. Each Determination Request shall be accompanied by:

- a. Developer’s bills for design and permitting the RWP Improvements that are the subject of the Determination Request.
- b. The Developer’s Contractor’s draw requests and proof of Developer’s payment thereof that are the subject of the Determination Request.
- c. Final construction lien waivers from the Developer’s Contractor and all other persons providing labor, services or materials in connection with the construction of the RWP Improvements that are the subject of the Determination Request.

- d. A report containing therein an itemization of such Reimbursable RWP Costs that are the subject of the Determination Request.

21.5.2.2. County shall review each Determination Request within thirty (30) days of Developer's submission of all information or documentation required above. If County objects to a Determination Request, it shall provide written notice of such objection, together with the basis of such objection, and shall consider any additional information submitted by Developer within fifteen (15) days of such submittal; such process shall continue until the Determination Request is either approved or finally rejected.

21.5.3. *Books and Records.* Developer agrees that, commencing with the Effective Date of this Agreement, and continuing to the date that is one (1) year after Developer has completed construction of all RWP Improvements, Developer's books and records with respect to the construction of such RWP Improvements shall be open to reasonable inspection and review by County, and County shall have the right to review in full all such Developer books and records as necessary to verify Reimbursable RWP Costs.

21.5.4. *Reimbursement Account.* An account of the amount of Reimbursements for which Developer is entitled shall be maintained by County and calculated as set forth in this Agreement. As Reimbursements are made to Developer, the amount in the Reimbursement Account shall decrease accordingly. The Reimbursement Account is merely a means for the accounting for the amount of the Reimbursement and need not be established in a separate bank account or fund maintained by County.

21.5.5. *Recovery of Reimbursements.* Developer shall be entitled to recover Reimbursements in one of two methods:

21.5.5.1. Credits against Capital Charges (the "New ERC Credits") as set forth in Section 21.5.6.

21.5.5.2. Reimbursement Payments as set forth in Section 21.5.7.

21.5.6. *New ERC Credits.*

21.5.6.1. Developer may utilize the New ERC Credits to "pay" Capital Charges that would otherwise be due to connect to the County Utility System. By way of clarification, Developer may utilize the New ERC Credits to pay Wastewater Capital Charges or Water Capital Charges. At the time Developer utilizes a New ERC Credit, the Capital Charge that is the subject of the ERC Credit shall be the lesser of the following:

- a. The amount of Capital Charges due under the County Code at the time the Capital Charge is due to be paid to County; or
- b. The rates thereof as set forth in Sections 2.2.1 and 2.2.2, and utilizing the present ERCs for water and wastewater as set forth in Section 2.17, even if County hereafter amends the Code to modify such rates or values.

- 21.5.6.2. The New ERC Credits are in addition to the Existing ERC Credits.
- 21.5.6.3. Developer may transfer or assign the Existing ERC Credits and New ERC Credits to Customers within the Property.

21.5.7. *Reimbursement Payments to Developer.*

- 21.5.7.1. Developer shall be entitled to payments of Reimbursements (the “Reimbursement Payments”), up to the amount of the Reimbursement Account (as reduced by Developer’s use of the New ERC Credits), as follows.
- 21.5.7.2. The Reimbursement Payments accrue when any Customer on the Property connects to the County Water System, unless, as to such connection, Developer has utilized a New ERC Credit to pay the Capital Charges (again, both the Water Capital Charge and the Wastewater Capital Charge). The source of such reimbursement shall be the Capital Charges.
- 21.5.7.3. For purposes of the Reimbursements, the Capital Charges shall be the greater of the following:
 - a. The amount of Capital Charges due under the County Code at the time it is paid to County; or
 - b. The rates thereof as set forth in Sections 2.2.1 and 2.2.2, and utilizing the present ERCs for water and wastewater as set forth in Section 2.17, even if County hereafter amends the Code to modify such rates or values.
- 21.5.7.4. County shall pay Reimbursements even if: (a) there is a moratorium on any such Capital Charges; or (b) County waives the payment of any Capital Charges by such Customer or pays such Capital Charges on behalf of such Customer, (e.g., in connection with any economic development project for which County waives or pays Capital Charges).
- 21.5.7.5. County shall pay all such Reimbursements to Developer within thirty (30) days of a written request (a “Reimbursement Request”) by Developer; Developer may submit only one Reimbursement Request during each calendar quarter. If County fails to timely pay a Reimbursement to Developer, and does not cure such failure within thirty (30) days after written notice of the failure from Developer that includes a specific statement referring to this Section 21.5.7.5 and the following consequences of the failure to pay, interest shall accrue on the amount of the reimbursement due at the “Prime Rate” as announced by the Wall Street Journal on the date the payment was owed, together with one percent (1%).

21.5.8. *Escrowed Funds.*

- 21.5.8.1. Prior to the execution of this Agreement and pursuant to a letter from Developer dated December 11, 2020, Developer has escrowed with Assured Title Services, LLC, a Florida limited liability company (“Escrow Agent”) the sum of \$1.2 million. Developer shall be deemed to have earned New ERC Credits in such amount by virtue of such escrow.
- 21.5.8.2. Throughout the construction of the RWP Improvements, Developer may place additional amounts owed by Developer as Capital Charges in escrow with Escrow Agent. All amounts in escrow shall be referred to as the “Escrowed Funds.”
- 21.5.8.3. Developer shall be entitled to the release of Escrowed Funds by Escrow Agent to pay draws, invoices and other amounts owed in connection with the design, permitting and construction of the RWP Improvements including to reimburse Developer for amounts spent by Developer on such design, permitting and construction prior to the Effective Date of this Agreement.
- 21.5.8.4. All Escrowed Funds released to Developer and used to design, permit and construct the RWP Improvements shall be included as payments subject to the Developer RWP Payment Cap.
- 21.5.9. *Expiration.* Reimbursements will expire twenty (20) years after Developer utilizes a New ERC Credit pursuant to Section 21.5.6 or receives a Reimbursement Payment pursuant to Section 21.5.7.
- 21.6. Developer RWP Loan.
 - 21.6.1. Developer shall initially pay, as a loan (the “Developer RWP Loan”) to County, the amount by which the cost of the RWP Improvements exceeds the Developer Total RWP Cap, up to a maximum of \$2,000,000.00 (the “Developer RWP Loan Cap”).
 - 21.6.2. Upon completion of the RWP Improvements, County will execute and deliver to Developer a promissory note (the “County Note”) in the amount of the new Developer RWP Loan.
 - 21.6.2.1. The County Note will obligate County to repay the amount of the Developer RWP Loan in bi-annual (i.e., twice a year) installments amortized over an eight-year period with an adjustable interest rate of Prime plus one percent (1%). The first installment will be payable six months after the date of the Note and subsequent installments will be due and payable each six months thereafter. All unpaid principle and interest due under the County Note will be paid on the eighth anniversary of the County Note. The County Note will contain no prepayment penalty and will contain clauses required by Developer in its reasonable discretion and consistent with those found in promissory notes generally utilized by state or national banks located in Marion County, Florida.

21.6.2.2. County shall pay all taxes due on the County Note including, if applicable, documentary excise taxes.

21.7. Default.

21.7.1. Upon a default under this Agreement:

21.7.1.1. Either party may pursue all remedies available at law or equity; and

21.7.1.2. If, as a result thereof, either party is entitled to and elects to terminate this Agreement, such termination shall: (a) release all parties from all liabilities and obligations under this Agreement; and (b) terminate any reservation of concurrency, ERC Credits or reservation of water capacity under Section 21.4.

21.7.2. No party shall be in default under this Agreement unless the other party has provided the defaulting party with written notice of the default, which notice shall provide the defaulting party with no shorter than a thirty (30) day grace period within which to cure the default. If the default is one which cannot be cured within the grace period stated in such notice, the defaulting party will have such additional time as may be required to cure the default so long as the defaulting party diligently pursues the remedy; provided, however, the time to cure the default may not be extended if the default consists of any matter that can cause irreparable injury to the other party (e.g., the failure of County to permit Customers to connect to the Water Facilities, notwithstanding the reservation of capacity therefor and the payment of, or credit against, all Water Capital Charges therefor).

21.8. Connection. Developer acknowledges and agrees that, upon the completion of the Developer Improvements, Developer shall be required to connect each Customer on the Property to the Water Facilities.

21.9. Negation of Partnership. None of the terms or provisions of this Agreement will be deemed to create a partnership between or among any of the parties in their respective businesses or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprises. No party shall be deemed an employee, agent or other representative of the other party.

21.10. Assignment.

21.10.1. All obligations of Developer or any successor titleholder ("Successor Titleholder") under this Agreement shall be deemed assigned to any Successor Titleholder as to the parcel of the Property conveyed to such Successor Titleholder provided that Assignor and Assignee have executed and recorded an instrument specifically referring to such assignment and this Agreement.

21.10.2. Any Successor Titleholder shall be bound only by the obligations of Developer insofar as they apply to the Parcel owned by the Successor Titleholder.

21.10.3. Developer shall have no further obligations under this Agreement after it has conveyed title to all of the Property.

- 21.10.4. No purchaser of a platted lot or any other portion of the Property shall have a right to Reimbursement under Section 21.4.2.4, unless Developer or Successor Titleholder has assigned such right to such purchaser pursuant to Section 21.10.1.
- 21.11. Approval by County. When, pursuant to this Agreement, any matter is subject to approval by County, County shall not unreasonably delay, withhold or condition such approval beyond that which is necessary for County to secure the benefit of its bargain under this Agreement.
- 21.12. Relationship with Existing County Utility Agreements.
- 21.12.1. The Existing County Utility Agreements and this Agreement both concern the provision of Water Service to the Property, while the prior Existing County Utility Agreements also concern the provision of Wastewater Service to the Property.
- 21.12.2. The Existing County Utility Agreements shall continue to apply to Wastewater Service to the Property unaffected by this Agreement except as expressly set forth herein (e.g., concerning New ERC Credits and reimbursements also including Wastewater ERCs and Wastewater Capital Charges).
- 21.12.3. It is the intent of the Parties that, wherever the context permits, the Existing County Utility Agreements and this Agreement be construed harmoniously with each other and therefore in a manner to avoid any express conflicts. In the event that they cannot be so construed, it is the intent of the Parties that this Agreement shall control.
- 21.12.4. Nothing set forth herein shall adversely affect the Existing ERC Credits that Developer has under the Existing County Utility Agreements. Rather, the New ERC Credits being earned by Developer under this Agreement shall be deemed to supplement them.
- 21.13. No Precedent. The provisions of this Agreement shall not be construed as establishing a precedent either as to the amount or basis of actions to be performed by Developer for any other utility system extensions that may hereafter be required by Developer and which are not presently conferred by this Agreement, or any other agreement between County and Developer.
- 21.14. Exhibits.
- 21.14.1. All Exhibits attached to this Agreement are incorporated herein by reference.
- 21.14.2. The Exhibits are as follows:
- 21.14.2.1. **Exhibit A** – Property.
- 21.14.2.2. **Exhibit B** – Existing Water Plant Parcel 1.
- 21.14.2.3. **Exhibit C** – Approved County Contractor Bid List.

21.14.2.4. **Exhibit D** -- Permitted Exceptions.

21.14.2.5. **Exhibit E** -- Form of Instrument to be executed by County pursuant to Section 21.1.4.

21.15. **Rules of Construction.** Unless the context requires a different construction:

- 21.15.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.
- 21.15.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.
- 21.15.3. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."
- 21.15.4. The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement.
- 21.15.5. "Or" connotes the conjunctive, as well as the disjunctive, of the terms.
- 21.15.6. A reference to an Article, Section, subsection or other subpart, shall include all Sections, subsections or other subparts under the referenced part.

THEREFORE, Developer and County have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

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SIGNATURES START ON NEXT PAGE**

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: Jeff
Jeff Gold, Chairman

ATTEST:

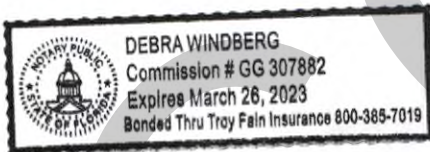
Greg C. Harrell
Gregory C. Harrell, Clerk

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

Matthew Guy Minter
Matthew Guy Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of January, 2021, by Jeff Gold, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of the County.



Debra Windberg
Notary Public, State of Florida

Name: Debra Windberg
(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

- ☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company

[Signature]
Witness

Dustin M. Owen
Print Witness Name

Dee Beck
Witness

Dee Beck
Print Witness Name

STATE OF Florida
COUNTY OF Marion

By: R L Roberts
Ralph L. Roberts SR.
as Chairman of the Board

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of January, 2021, by Ralph L. Roberts SR., as Chairman of the Board of Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, on behalf of the company.

Dee Beck
Notary Public, State of Florida
Name: Dee Beck
(Please print or type)

Commission Number: GB950121
Commission Expires: Jan. 22, 2024

Notary: Check one of the following:

☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____



EXHIBIT A
PROPERTY

PARCEL 1

A PARCEL OF LAND LYING IN SECTIONS 1, 2, 11, 12, 13 AND 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; AND SECTIONS 35 AND 36, TOWNSHIP 14 SOUTH, RANGE 20 EAST; AND SECTION 6, TOWNSHIP 15 SOUTH, RANGE 21 EAST; AND SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.89°12'24"E., ALONG THE SOUTH BOUNDARY OF SAID SECTION 2, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS. THENCE N.01°16'34"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 652.47 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°12'11"E., 3269.27 FEET; THENCE N.01°21'07"E., 10.00 FEET; THENCE S.89°12'11"E., 662.88 FEET; THENCE N.01°29'33"E., 660.95 FEET; N.89°11'10"W., 2646.61 FEET; THENCE N.01°09'51"E., 1323.61 FEET; THENCE N.01°13'58"E., 1262.57 FEET; THENCE N.48°19'18"W., 98.72 FEET; THENCE N.89°18'46"W., 720.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES); THENCE N.35°57'08"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1208.94 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.34°36'33"E., 194.48 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.39°10'57"E., 231.10 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°37'25"E., ALONG SAID SOUTH BOUNDARY, 2504.55 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.01°17'38"E., 1209.29 FEET; THENCE N.89°35'39"W., 1437.08 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD, SAID POINT BEING ON A 736.57 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.30°47'14"E. 138.66 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 10°48'06", A DISTANCE OF 138.86 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°33'33"E., 31.64 FEET TO THE N.W. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE S.89°35'39"E., ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE S.E. 1/4 OF SAID SECTION 35, 1268.90 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, N.23°11'28"E., 989.99 FEET; THENCE N.23°57'35"E., 638.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF N. U.S. HIGHWAY 27 (WIDTH VARIES), SAID POINT BEING ON A 1532.60 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.73°13'40"E. 854.04 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°21'23", A DISTANCE OF 865.50 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.89°24'22"E., 119.00 FEET TO THE N.E. CORNER OF "GREY OAKS", AS RECORDED IN BOARD OF COUNTY COMMISSIONERS EASEMENTS BOOK 1, PAGES 1 AND 2, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID "GREY OAKS" THE FOLLOWING NINE (9) COURSES: (1) S.00°43'17"W., 1256.80 FEET; (2) N.89°14'22"W., 189.91 FEET; (3) N.89°41'14"W., 661.80 FEET; (4) S.00°48'53"W., 740.73 FEET; (5) S.00°51'27"W., 1928.27 FEET; (6) S.89°27'05"E., 664.72 FEET; (7) S.88°31'01"E., 1321.97 FEET; (8) N.00°52'56"E., 1365.69 FEET; (9) N.00°40'49"E., 2582.83 FEET TO THE N.W. CORNER OF TRACT 1 OF "GOLDEN OCALA UNIT NO. ONE", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "W", PAGES 75 THROUGH 80, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED N. U.S. HIGHWAY NO. 27; THENCE S.89°23'15"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2068.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S.00°35'05"W., 145.45 FEET; THENCE S.89°24'55"E., 149.96 FEET; THENCE N.00°35'05"E., 145.48 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S.89°25'33"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.89°25'33"E., 184.81 FEET TO THE N.E. CORNER OF TRACT "J", "RLR GOLDEN OCALA UNIT NO. THREE PLAT", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 110 THROUGH 119, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID "RLR GOLDEN OCALA UNIT NO.

THREE PLAT" THE FOLLOWING FIFTEEN (15) COURSES: (1) S.00°35'31"W., 525.48 FEET; (2) N.89°28'19"W., 550.72 FEET; (3) S.00°37'15"W., 791.38 FEET; (4) S.31°23'32"E., 827.06 FEET; (5) S.00°19'49"W., 600.14 FEET; (6) S.89°40'42"E., 286.11 FEET; (7) S.00°22'35"W., 1290.38 FEET; (8) S.85°30'19"E., 893.72 FEET; (9) N.65°33'19"E., 199.87 FEET; (10) S.61°04'53"E., 499.86 FEET; (11) N.11°44'07"E., 199.98 FEET; (12) N.70°19'54"E., 229.21 FEET; (13) N.20°25'51"E., 500.11 FEET; (14) N.61°33'40"W., 559.73 FEET; (15) N.05°41'20"W., 548.44 FEET TO THE S.W. CORNER OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 21 EAST; THENCE S.89°37'32"E., ALONG THE SOUTH BOUNDARY OF SAID SECTION 31, 900.74 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.00°31'49"E., 1099.23 FEET; THENCE S.89°35'46"E., 803.68 FEET; THENCE N.06°46'07"E., 1231.92 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF N. U.S. HIGHWAY NO. 27; THENCE S.77°25'51"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 3317.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 70TH AVENUE ROAD (WIDTH VARIES); THENCE S.00°32'30"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, 989.62 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S.84°46'23"W., 5.03 FEET; THENCE N.89°27'30"W., 250.00 FEET; THENCE S.00°32'30"W., 233.00 FEET; THENCE S.89°27'30"E., 243.28 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID N.W. 70TH AVENUE ROAD, SAID POINT BEING ON A 450.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.36°39'55"W. 349.42 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 45°41'25", A DISTANCE OF 358.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) S.59°24'14"W., 129.61 FEET; (2) S.59°28'46"W., 876.12 FEET; (3) S.00°27'58"W., 11.66 FEET; (4) S.59°28'46"W., 3397.02 FEET TO A POINT ON A 2393.63 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.40°23'19"W. 1565.75 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°10'54", A DISTANCE OF 1595.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.89°31'43"W., 938.79 FEET; THENCE S.00°24'50"W., 288.11 FEET; THENCE N.89°31'43"W., 520.03 FEET; THENCE S.00°31'16"W., 361.51 FEET; THENCE S.89°31'43"E., 1320.44 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 80TH AVENUE (WIDTH VARIES), SAID POINT BEING ON A 2383.63 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.02°55'31"W. 202.66 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°52'23", A DISTANCE OF 202.72 FEET; (2) S.00°30'39"W., 1323.58 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 20 EAST; (3) S.03°06'11"E., 502.98 FEET; (4) S.00°21'45"W., 159.62 FEET; (5) S.00°25'11"W., 1349.93 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.87°30'36"W., 1318.04 FEET; THENCE S.00°24'04"W., 636.26 FEET; THENCE S.89°32'54"E., 364.85 FEET; THENCE S.87°38'44"E., 952.93 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) S.00°36'56"W., 1297.31 FEET; (2) S.00°28'33"W., 1324.88 FEET TO A POINT ON THE SOUTH BOUNDARY OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.87°50'14"W., ALONG SAID SOUTH BOUNDARY, 2684.21 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 12; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY, N.87°49'18"W., 1358.10 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE N.W. 1/4 OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE S.00°18'31"E., ALONG SAID EAST BOUNDARY, 1004.06 FEET; THENCE CONTINUE ALONG SAID EAST BOUNDARY, S.00°15'48"W., 1609.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST HIGHWAY 40 (WIDTH VARIES); THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) N.88°52'11"W., 808.86 FEET; (2) N.88°55'14"W., 561.55 FEET TO A POINT ON A 22579.55 FOOT RADIUS CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF N.89°33'45"W. 502.84 FEET; (3) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°16'34", A DISTANCE OF 502.85 FEET; (4) S.89°49'55"W., 2111.23 FEET TO A POINT ON THE EAST BOUNDARY OF THE N.W. 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 20 EAST; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, N.00°19'29"E., ALONG SAID EAST BOUNDARY, 2643.84 FEET TO A POINT ON THE NORTH BOUNDARY OF THE N.W. 1/4 OF SAID SECTION 14; THENCE N.89°55'19"W., ALONG SAID NORTH BOUNDARY, 2579.41 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 100TH AVENUE (WIDTH VARIES); THENCE N.00°46'14"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 1347.69 FEET; THENCE

DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°44'18"E., 612.05 FEET; THENCE N.00°48'23"E., 495.45 FEET; THENCE N.89°45'36"W., 612.37 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE N.00°46'11"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, 178.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S.89°40'00"E., 1270.04 FEET; THENCE N.00°50'53"E., 671.74 FEET; THENCE N.89°34'39"W., 1264.68 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N.00°45'55"E., 337.03 FEET; (2) N.00°02'30"W., 1520.80 FEET; (3) N.00°45'52"W., 837.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

PARCEL 2

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 20 EAST; THENCE N.00°42'10"E., ALONG THE WEST BOUNDARY OF THE EAST 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 35, 1328.43 FEET; THENCE S.89°34'51"E., 1556.32 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N.W. 95TH AVENUE ROAD (WIDTH VARIES), SAID POINT BEING ON A 676.67 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.38°57'22"W. 262.23 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: (1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°20'42", A DISTANCE OF 263.90 FEET; (2) S.50°06'46"W., 473.48 FEET TO A POINT ON A 484.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.39°26'31"W. 179.68 FEET; (3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°23'14", A DISTANCE OF 180.73 FEET; (4) S.28°45'05"W., 198.60 FEET TO A POINT ON A 1076.88 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.37°16'24"W. 320.39 FEET; (5) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°06'37", A DISTANCE OF 321.59 FEET; (6) S.45°52'23"W., 351.20 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 35; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE SOUTH BOUNDARY OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES: (1) S.89°43'02"W., 56.98 FEET; (2) N.89°27'07"W., 331.66 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

TOGETHER WITH

All real property that is the subject of the proposed Amendments to the Marion County Comprehensive Plan Application Numbers 2020-D01 and 2020-L02.

EXHIBIT B
EXISTING WATER PLANT PARCEL 1

Portions of Marion County Property Appraiser's Parcel ID No.(s): 12670-000-01 and 12671-000001.

COPY

EXHIBIT C
APPROVED COUNTY CONTRACTOR BID LIST FOR NEW OFF-SITE IMPROVEMENTS

1. CBS Underground Inc.
2. US Water Services Corporation
3. T&C Underground Inc.
4. Salser Construction, LLC
5. Pave-Rite, Inc.
6. Miller Construction, LLC
7. GWP Construction, Inc.
8. Eagle Underground, Inc.
9. Ciraco Underground, Inc.
10. Commercial Industrial Corporation

EXHIBIT D
PERMITTED EXCEPTIONS

1. Encroachments, encumbrances, violations, variations, or adverse circumstances, if any, actually shown on the survey prepared by Blew & Associates, P.A., dated April 5, 2018, last revised on May 25, 2018, bearing Job # 18-1049: Two signs encroach onto the property without the benefit of an easement at the entrance to NW 44th Lane.

COPY

EXHIBIT E
FORM OF INSTRUMENT TO BE EXECUTED BY COUNTY PURSUANT TO SECTION 21.1.4

This Instrument Prepared By:
W. James Gooding III, Esquire
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return to:
Marion County Utilities
11800 SE US Highway 441
Bellevue, FL 34420

Rec. \$18.50

ACKNOWLEDGMENT CONCERNING COMPLETED DEVELOPER IMPROVEMENTS

THIS ACKNOWLEDGMENT is executed on behalf of Marion County, Florida, a political subdivision of the State of Florida ("County") for the purposes set forth below.

WHEREAS:

- A. County and the following party ("Developer") – Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company – are parties to a "Marion County Water System Developer's Service Agreement Contract No. ____ - ____" (the "Service Agreement"), as recorded in OR Book _____, Page _____, Public Records of Marion County, Florida.
- B. Pursuant to the Service Agreement, the Developer agreed to construct certain Developer Improvements (as defined therein) and transfer ownership, title and control of them to County, and County agreed to deliver an instrument acknowledging that such Developer Improvements had been constructed and accepted by County, and that ownership, title and control of the Developer Improvements had been conveyed to County.
- C. The Developer has completed the Developer Improvements set forth below, County has accepted them, and Developer has transferred ownership, title and control of them to County. Therefore, County is executing this instrument to acknowledge the foregoing pursuant to the Service Agreement.

NOW THEREFORE, that County, pursuant to the Service Agreement, hereby acknowledges as follows:

- 1. Developer has completed the construction of the following Developer Improvements (the "Completed Developer Improvements"), County has accepted such Completed Developer Improvements, and the Developer has transferred ownership, title and control of such Completed Developer Improvements to County:
 - 1.1. [The _____ Improvements (as defined in the Service Agreement).]
- 2. Nothing set forth herein shall relieve Developer from its obligation to construct all Developer Improvements other than the Completed Developer Improvements, or to transfer ownership, title and control of them to County. Rather, the sole purpose of this Acknowledgment is to acknowledge the foregoing matters as to the Completed Developer Improvements.

THEREFORE, County acknowledges the foregoing.

COUNTY

Marion County, Florida, a political subdivision
of the State of Florida

By: _____
Jody C. Kirkman, as Director of Environmental
Services²

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Jody C. Kirkman as Director of Environmental Services for Marion County, Florida, a political subdivision of the State of Florida, on behalf of County.

Notary Public, State of Florida

Name: _____

(Please print or type)

Commission Number: _____

Commission Expires: _____

Notary: Check one of the following:

___ Personally known OR

___ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

E:\G\RLR\Water 2020\County K\Regional Water Plant Agreement JG 1-8-21 Rev Execution Copy.docx

² As authorized by Service Agreement.

7.61.

Godwin Kirkman

COPY

4/19/20 BCC app