

RECORD AND RETURN TO:
ATTENTION: Brian P. Bates, P.E.
Marion County Utilities
11800 SE US Highway 441
Bellevue, FL 34420

THIS DOCUMENT PREPARED BY:
Brian P. Bates, P.E.
Marion County Utilities
11800 SE US Highway 441
Bellevue, FL 34420

Project: Marion County Septic to Sewer Initiative
Property Appraiser's Parcel ID #: 2420-033-000

**MARION COUNTY
RESIDENTIAL SEPTIC TO SEWER INITIATIVE
AGREEMENT**

This Marion County Residential Septic to Sewer Initiative Agreement (this "Agreement") is made and entered into by and between **AFFORDABLE LIVING PROPERTIES, LLC**, a Florida limited liability company with a principal address of 516 Laura Lane, Kill Devil Hills, NC 27948-9335 and local address of 4971 NE 24th Place, Ocala FL 34470-3257 ("OWNER"), and **MARION COUNTY**, a political subdivision of the State of Florida for the benefit of Marion County Utilities, whose address is 11800 S US Hwy 441, Bellevue, FL 34420 ("COUNTY") (individually "Party," collectively "Parties"),

RECITALS

WHEREAS, COUNTY owns and operates a public wastewater system located in Marion County, Florida (the "Public System") and is engaged in the commercial provision of wastewater services to customers; and

WHEREAS, COUNTY applied for and was awarded a grant from the State of Florida established for the purposes of decommissioning certain on-site septic systems and replacing them with connection to central sewer system in order to reduce nutrient loading within the Silver Springs watershed (the "Grant"); and

WHEREAS, by virtue of the Grant, COUNTY established the Septic to Sewer Initiative that provides successful applicants funding toward a certain percentage of the costs for surveying, engineering, permitting, on-site plumbing, off-site costs for connection to the Public System, capital charges and the abandonment of the septic tank(s); and

WHEREAS, OWNER has applied to participate in the Septic to Sewer Initiative and owns the eligible real property described on **Exhibit 1** hereto (the "Property"); and

WHEREAS, in order for the Property to be eligible for the Septic to Sewer Initiative, it must, in part, be located within the Silver Springs watershed, contain a conventional on-site septic system, and be able to connect to COUNTY's central sewer system; and

WHEREAS, the costs included in the Septic to Sewer Program are funded at a rate of 100% for residential properties and 50% for commercial properties when met with a 50% match by the commercial property owner; and

WHEREAS, OWNER is a commercial entity that is in business, in part, to rent the Property to a residential tenant and the Property is zoned residential. For this specific set of unique circumstances and without setting a precedent, COUNTY deems the Property and OWNER's Grant application to be residential for Grant purposes; and

WHEREAS, any property owner participating in the Septic to Sewer Initiative shall become a customer of COUNTY and be required to abide by the rules applicable to same, be responsible for the ongoing care and maintenance of the sewer connection and meter within the property boundaries, be liable for the payment of sewer services provided by COUNTY, and provide COUNTY an easement for access to the meter installed on the subject property; and

WHEREAS, due to the unique circumstances presented here and without setting a precedent, COUNTY and OWNER agree that OWNER shall become a residential customer of COUNTY; and

WHEREAS, OWNER acknowledges that participating in the Septic to Sewer Initiative and connecting to the Public System (defined herein) will benefit both the Property and the long term health of the Silver Springs; and

WHEREAS, COUNTY seeks to support OWNER toward these ends and this Agreement is entered for the purpose of formalizing the understandings in this regard.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained, and other good and valuable consideration, whose receipt and adequacy are hereby acknowledged, OWNER and COUNTY hereby covenant and agree as follows:

1. **RECITALS.**

OWNER and COUNTY confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **DEFINITIONS.**

The following definitions are used in this Agreement:

- A. **OWNER**, identified above, shall mean the undersigned and all successors, heirs, and assigns. OWNER represents it has full power and authority to enter into this Agreement.
- B. **OWNER's Structure** means any structure on the Property which has the ability to generate wastewater.
- C. **OWNER's System** means the COUNTY installed piping and equipment necessary to convey wastewater away from the Property to the Public System. OWNER's System is limited to that piping and equipment at and within the boundaries of the Property. OWNER's System specifically excludes the Public System piping and equipment outside the boundaries of the Property. OWNER is responsible for OWNER's System. OWNER is not responsible for the Public System.
- D. **Public System** means the wastewater infrastructure owned and operated by COUNTY used to provide wastewater service. The Public System is located

outside the boundaries of the Property, typically in the right-of-way or within prescribed easements. COUNTY is responsible for the Public System.

3. **COSTS.**

A. **Account.**

1. **Application.**

OWNER agrees to apply for and develop a residential sewer account with COUNTY through Marion County Utilities prior to the commencement of construction on the Project.

2. **Payment Responsibility.**

OWNER agrees it is responsible for payment of monthly sewer bill which will be addressed and sent to: Affordable Living Properties, LLC, 516 Laura Lane, Kill Devil Hills, NC 27948-9335

B. **Wastewater Capacity Reservation.**

1. **Reservation.**

As part of its application under the Grant, OWNER seeks to reserve and utilize wastewater capacity up to 200 GPD and, accordingly, is responsible for Wastewater Capacity Charges as authorized by the Marion County Code.

2. **Capacity.**

The current Level of Service for wastewater service is defined as 200 GPD per Equivalent Residential Connection (ERC).

3. **Costs.**

The cost per wastewater ERC is \$3,844.00. Utilizing 200 GPD which is the estimated sewer flow for a single family residence (reference Marion County Land Development Code Section 6.14.4) the following calculation would apply:

$$200 \text{ GPD}/200 \text{ GPD per ERC} = 1 \text{ ERC} * \$3,844 = \$3,844$$

4. **Grant.**

Wastewater Capacity Charges shall be incorporated into and paid by the Grant funding.

C. **Termination and Responsibility for Costs.**

Absent any default in this Agreement, all costs for this Project shall be borne by the Grant. OWNER acknowledges that COUNTY will incur costs on OWNER's behalf prior to construction. Should OWNER choose to terminate this Agreement without good cause or otherwise breach this Agreement, OWNER shall be responsible for all damages resulting from such breach or termination, including all costs incurred on its behalf.

4. **THE WORK.**

A. COUNTY shall construct OWNER's System and connect it to the Public System in accordance with all federal, state and local statutes, ordinances, rules and regulations governing wastewater systems and with the terms of this Agreement.

B. COUNTY is responsible to obtain any necessary permits and obtain all needed governmental approvals. OWNER shall assist COUNTY in this regard and is responsible to promptly and fully comply with any permitting or approval requirements. Such assistance includes, but is not limited to, complying with any Department of Health ("DOH") prerequisites to obtain the required septic system abandonment permit.

- C. OWNER's System will carry wastewater only. No water service is contemplated under this Agreement.
- D. COUNTY shall require its Contractor to provide a one (1) year warranty of its design, assembly, workmanship and materials. OWNER agrees to look solely to this warranty, and not to COUNTY, for such remedies.
- E. Upon completion of the construction, COUNTY shall connect OWNER's System to the Public System. COUNTY will work to abandon the existing septic system, in accordance with DOH standards, once OWNER's System is connected to the Public System.

5. **CONNECTION.**

- A. COUNTY's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity. COUNTY may permit connections to the Public System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. COUNTY agrees to not unreasonably deny connection to the Public System. COUNTY makes no other representation or agreement as to the availability of service in connection with development of the Property described in this Agreement.
- B. By entering into this Agreement, OWNER acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against COUNTY arising from, or as a result of OWNER reasonably being denied connection.
- C. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to the Public System.

6. **SERVICE.**

Upon connection of OWNER's System to the Public System, COUNTY agrees to be responsible to thereafter continuously provide wastewater services to OWNER, at OWNER's cost and expense, in a manner to conform to this Agreement and all rules and regulations of the applicable governmental authorities. OWNER agrees to comply with its contractual responsibilities under its account with Marion County Utilities.

7. **RATES SUBJECT TO ADJUSTMENT.**

- A. **Rates Subject to Codes.**
The rates for sewer usage are subject to applicable provisions in the Marion County Code of Ordinances, as well as the other requirements specified in related resolutions and the policies and procedures of the Marion County Utilities Department all of which OWNER has undertaken to be familiar.
- B. **Rates Subject to Adjustments.**
OWNER accepts that COUNTY may make adjustments to the sewer usage rates based on rates published from time to time.

8. **BILLING.**

- A. **Obligation to Pay.**
COUNTY will provide OWNER a monthly bill for the sewer service. OWNER agrees to timely pay same.

B. **Rates.**

Acknowledging that rates are subject to future adjustment as set forth in Section "7" above, OWNER agrees as follows:

1. OWNER shall be billed for its wastewater usage through monthly Meter reading of OWNER's well water usage (the "Meter Method"),
2. The Meter Method measures OWNER's actual well water usage and then utilizes the formula set forth in Table 1, below, to determine sewer usage.
3. The Parties agree that an appropriately sized Meter shall be installed by COUNTY on any well(s) owned by OWNER, whether installed now or in the future, on the Property. Said Meter will be read by Marion County Utilities staff to show OWNER's monthly well water usage.
4. OWNER's monthly water usage will then be converted to OWNER's monthly wastewater fee using the following table:

Table 1.

MONTHLY BASE CHARGE		SEWER USAGE RATE
METER SIZE	BASE CHARGE	RESIDENTIAL 1-6,000 GALLONS
5/8" BY 3/4"	\$22.53	\$5.74
1"	\$56.36	\$5.74
1.5"	\$112.72	\$5.74

5. OWNER agrees to each of the following:
 - a) That OWNER is in the best position to be alerted to any issues regarding the Meter, such as a need for repair or replacement. OWNER is responsible to alert COUNTY of any issues regarding the Meter.
 - b) Should any work be required on OWNER's well that could impact the Meter, OWNER shall give COUNTY advance notice of same.
 - c) Should any additional well be installed to service the Property, OWNER shall give COUNTY advance notice of same. OWNER agrees that such water usage by an additional well should be reflected in the Meter Method billing and OWNER shall permit COUNTY to install a Meter on any additional well.
 - d) In addition to the rate adjustments set forth in Section "7" above, billing amounts for COUNTY wastewater service to OWNER under the Meter Method may fluctuate as it is dependent on OWNER's well water flow usage recorded on the meter on OWNER's well.

9. **OWNER Conformance; Maintenance.**

Upon acceptance by OWNER of OWNER's System:

- A. Conforming with governmental agency's laws, rules and regulations shall be the sole responsibility of OWNER, and OWNER shall hold COUNTY harmless from and waive all future claims, if any, against COUNTY, arising out of the compliance or lack thereof with all other governmental laws, rules, and regulations.
- B. Maintenance of OWNER's System will be the sole responsibility of OWNER, with the exception of the Meter, and shall be performed entirely at OWNER's expense. Once construction of OWNER's System is completed, COUNTY shall not be

responsible for the maintenance, operation, replacement, or repair of the on-site pipes or any other equipment needed to effectively deliver OWNER's wastewater to the Public System.

10. **PERMISSION FOR WORK ON PROPERTY.**

- A. OWNER grants permission to COUNTY, its agents, employees and independent contractors to enter the Property in order to construct and connect OWNER's System, abandon any existing septic tank(s), and, if applicable, install and maintain the Meter as referenced in Section "8" above.
- B. Upon completing installation of OWNER's System, COUNTY agrees to restore all disturbed areas, plants shrubs, fences and grass to the condition they were at the time the work authorized hereunder began. In the event that COUNTY must make a cut in any sidewalk, driveway, or other paved area in order to install OWNER's System, COUNTY agrees to resurface the cut area, following COUNTY Standards. When practical, OWNER will be requested to inspect the Property at the completion of the work and sign a statement indicating OWNER's acceptance of the restoration.

11. **EASEMENTS.**

- A. **Grant.**
For the purposes of OWNER's System construction and connection, OWNER shall grant COUNTY all needed real property easement(s) to permit COUNTY access to the Property.
- B. **Temporary Construction Easement.**
Any easement given to allow construction and connection of OWNER's System shall be for such period of time as COUNTY or its successor or assigns require such rights privileges or easements in the construction and connection of OWNER's System. A substantial form of Temporary Construction Easement is attached hereto as **Exhibit 2.**
- C. **Deliver.**
Within thirty (30) days of receipt of COUNTY's proposed Temporary Construction Easement, OWNER shall deliver the executed original(s) to COUNTY for recording in the public records of Marion County, Florida. All recording costs shall be borne by the Grant.

12. **DEFAULT PROVISIONS.**

- A. **Termination.**
Unless specifically provided herein, the terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.
- B. **Remedies.**
All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.
- C. **Opportunity to Cure.**
No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a

written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

D. **Material Default.**

Unless specifically provided herein, in the event of a material default by OWNER with respect to its obligations to COUNTY under this Agreement, and failure of OWNER to cure the default within the grace period set forth above, in addition to any other remedies available to it under the terms of this Agreement, COUNTY shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured.

13. **INDEMNIFICATION.**

To the extent permitted by law, OWNER shall indemnify, defend, and hold harmless, release, and forever discharge COUNTY and its officers, board members, employees, agents, instrumentalities, and all governmental providers of use permits, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of the Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by OWNER, its employees, agents, licensees or invitees, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of OWNER or anyone directly or indirectly under its control. OWNER expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by OWNER shall in no way limit the responsibility to indemnify, keep and save harmless and defend COUNTY and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

14. **ASSUMPTION OF RISK AND RELEASE.**

A. **Pandemic.**

1. OWNER acknowledges that this Agreement is being performed during a national pandemic of coronavirus ("COVID-19").

2. **Contagion.**

OWNER acknowledges that COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact, including contact with carriers of this virus displaying no symptoms.

3. **Fatal.**

COVID-19 can lead to severe illness, personal injury, permanent disability, and death.

4. **No Warranty.**

COUNTY in no way warrants that COVID-19 infection or any exacerbated condition from such infections will not occur to OWNER, or anyone else

living, visiting, or working at the Property during or related to the performance of this Agreement.

- B. **Assumption of Risk.**
OWNER VOLUNTARILY ASSUMES ALL RISK, known and unknown, of infection, illness, injury, disability, including death, or damage, however caused, to the fullest extent of the law.
- C. **Release.**
OWNER HEREBY RELEASES, absolves, and forever discharges, COUNTY and its officers, board members, employees, agents, instrumentalities, and all governmental providers of use permits for every claim, demand, and cause of action of whatever nature or kind, including COVID-19 contamination, illness, disease, disability, personal injury, death, or damage to property, arising from or associated with this Agreement and/or the performance contemplated herein.

15. **FORCE MAJEURE.**

Neither Party shall be liable or responsible to the other by reason of one Party's failure or inability to take any action it is required to take or to comply with the requirements imposed hereby for any injury to the other or by those claiming by or through the other, 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, pandemics, breakdown of or damage to machinery, pumps, or pipe lines; landslides, earthquakes, 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 the Party and which by exercise of due diligence the Party is unable to overcome.

16. **SUCCESSORS AND ASSIGNS.**

- A. **Bind and Inure.**
All covenants and agreements in this Agreement made by or on behalf of any Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, whether so expressed or not.
- B. **No Assignment.**
OWNER understands and agrees this Agreement cannot and shall not be assigned by OWNER to third parties except in the case of a bona fide sale of the Property, or other valid transfer or assignment of the Property, including, without limitation, the transfer or assignment of the Property as a result of a judicial proceeding such as mortgage foreclosure or sale, and assignment for the purposes of obtaining financing. In any such case, OWNER shall provide a Notice or evidence of such assignment, or partial assignment as the case may be, to COUNTY.
- C. **Full Force and Effect Upon Sale or Other Transfer.**
Upon a sale or other transfer of the Property, or any portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as

to the parcel or portion of same being sold or transferred.

17. **NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity protections, rights, or limits to liability provided to COUNTY under section 768.28, Florida Statutes, or other applicable law. This Section shall survive the termination of this Agreement.

18. **MATERIALITY AND WAIVER.**

Each requirement, duty, and obligation set forth in this Agreement was bargained for at arms-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

19. **PUBLIC RECORDS.**

- A. If, under this Agreement, OWNER is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes, OWNER, shall:
1. Keep and maintain public records required by COUNTY to perform the service;
 2. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if OWNER does not transfer the records to COUNTY; and,
 4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of OWNER or keep and maintain public records required by COUNTY to perform the service. If OWNER transfers all public records to COUNTY upon completion of this Agreement, OWNER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OWNER keeps and maintains public records upon completion of this Agreement, OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
- B. If OWNER fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, OWNER may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

C. IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave., Ocala, FL 34471

Phone: 352-438-2300 Fax: 352-438-2309

Email: PublicRelations@MarionFL.org

20. RIGHTS OF THIRD PARTIES.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.

21. SURVIVE THE AGREEMENT.

The Parties' rights, privileges, obligations and covenants shall survive the completion of this Agreement.

22. BINDING; RECORDING.

- A. This Agreement will bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- B. This Agreement shall be recorded in the public records of Marion County as notice to subsequent owners of the Property of the existence of OWNER's System and all related equipment, and the maintenance requirement by OWNER.

23. NEGATION OF PARTNERSHIP.

The Parties deem each other to be Independent Contractors, and not agents of the other. Each Party shall be considered a separate party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

24. SEVERABILITY.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, than such provision shall be deemed to be written, construed and enforced as so limited.

25. APPLICABLE LAW/JURISDICTION/VENUE.

This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement, shall be Marion County, Florida.

26. WAIVER OF JURY TRIAL.

EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.

27. **ATTORNEYS' FEES.**

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such Party or Parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing Party.

28. **HEADINGS.**

The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

29. **AMENDMENT.**

This Agreement may only be modified or amended by a writing signed by both Parties hereto.

30. **AUTHORITY TO EXECUTE AGREEMENT.**

The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority over the Property and to enter this Agreement.

31. **ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersede any prior oral or written statements or agreements between the Parties related to such matters.

32. **EXHIBITS.**

Attached hereto and incorporated herein are the following exhibits:

Exhibit 1. Property PID #2420-033-000

Exhibit 2. Substantial form of Temporary Construction Easement.

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the said Parties have entered into this Marion County Residential Septic to Sewer Initiative Agreement as of the date of the last signature below.

WITNESS: Signed before me:

OWNER:
AFFORDABLE LIVING PROPERTIES, LLC,
a Florida limited liability company

Meredith McLaughlin 9/29/21
Signature Date
Meredith McLaughlin
Print Name

By: Warren S. Barnes
Printed Name: Warren S. Barnes
Its: Manager
Date: 9-29-2021

Monique Lattood 9/29/21
Signature Date
Monique Lattood
Print Name

JUNE E. LIVESAY
Notary Public
Dare Co., North Carolina
My Commission Expires Sept. 07, 2023

STATE OF FLORIDA North Carolina
COUNTY OF MARION DARE

The foregoing Marion County Residential Septic to Sewer Initiative Agreement was acknowledged before me by means of physical presence or online notarization, this 29th day of Sept, 2021, by Warren S. Barnes as Manager for AFFORDABLE LIVING PROPERTIES, LLC, a Florida limited liability company, the party on behalf of whom this instrument was executed.

Personally Known
OR
 Produced Identification Type of Identification Produced: _____

June E. Livesay
Notary Public, State of Florida - North Carolina
(SEAL)

ATTEST:

MARION COUNTY, a political subdivision of
the State of Florida f/b/o Marion County
Utilities

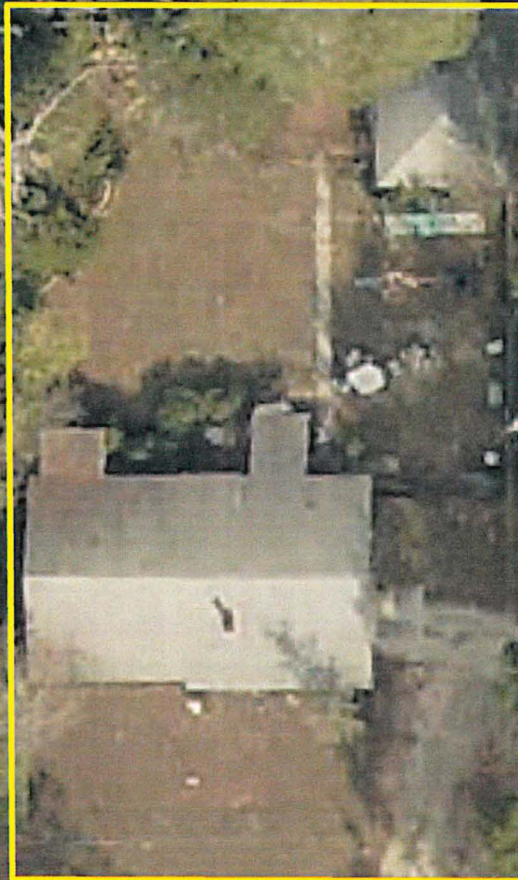
Gregory C. Harrell, Clerk
Date: _____

By: _____
Jeff Gold, Chairman
Date: _____

For Reliance by Marion County Only, Approved
as to Form and Legal Sufficiency:

E. Alt, Senior Assistant County Attorney

EXHIBIT 1



NE 24 PL

Disclaimer:

"All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness. The burden for determining accuracy, completeness, timeliness, Merchantability and fitness for or the appropriateness for use rests solely on the requester. Marion County makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts all limitations, including the fact that the data, information, and maps are dynamic and in a constant state of maintenance, correction and update." The entire risk as to the results and performance of any information obtained from Marion County is entirely assumed by the recipient. Any person who uses any information available from Marion County AGREES THAT THERE ARE NO REMEDIES FOR BREACH OF WARRANTY OR CONTRACT INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES."

Legend

- Water Mains
- Sewer Gravity Mains
- R3

Exhibit 1
Marion County Board of
County Commissioners
Utilities Department

User Name: Adison,Stroud
Date: 4/22/2021
Reference Scale: NTS
Approved By: n/a

Marion County Septic to Sewer Initiative
4971 NE 24TH PL

PID 2420-033-000



Record and Return to:
ATTENTION: Brian P. Bates, P.E.
Marion County Utilities
11800 SE US Highway 441
Bellevue, FL 34421

This Document Prepared By:
Brian P. Bates, P.E.
Marion County Utilities
11800 SE US Highway 441
Bellevue, FL 34421

Project: Marion County Septic to Sewer Initiative
Property Appraiser's Parcel ID #: 2420-033-000

EXHIBIT 2

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made this 29 day of Sept., 2021, by **AFFORDABLE LIVING PROPERTIES, LLC**, a Florida limited liability company with a principal address of 516 Laura Lane, Kill Devil Hills, NC 27948-9335 and local address of 4971 NE 24th Place, Ocala FL 34470-3257 "Grantor(s)", to **MARION COUNTY**, a political subdivision of the state of Florida, whose principal address is 601 SE 25th Avenue, Ocala, Florida 34471 with a mailing address of 11800 SE US Highway 441, Bellevue, FL 34421 "Grantee" (Wherever used herein the terms "Grantor" and "Grantee" include all the heirs, legal representatives and assigns of such parties).

WITNESSETH: That the grantor for and in consideration of the sum of Ten dollars (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a temporary construction easement over, under, across and on the following described land (the "Easement Area"), situate, lying, and being in Marion County, Florida, to wit:

SEC 01 TWP 15 RGE 22
PLAT BOOK F PAGE 066
THE HAMMOCK
LOT 33

**See depiction of Easement Area on Exhibit "A"
Attached hereto and by this reference made a part hereof**

The purpose of this temporary construction easement is to allow excavation, grading, and other construction activities upon the above described lands for the duration of one (1) year beginning on the recording date of this document.

Marion County shall restore the disturbed area back to its original condition upon completion of the proposed project.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

SUBJECT TO: RESTRICTIONS AND EASEMENTS OF RECORD

IN WITNESS WHEREOF, the said Parties have entered into this Marion County Residential Septic to Sewer Initiative Agreement as of the date of the last signature below.

WITNESS: Signed before me:

OWNER:
AFFORDABLE LIVING PROPERTIES, LLC
A Florida limited liability company

Meredith McLaughlin 9/29/21
Signature Date

By: Warren Barnes
Printed Name: Warren S. Barnes
Its: Manager

Meredith McLaughlin
Print Name

Date: 9-29-2021

Monique LaHood 9/29/21
Signature Date

Monique LaHood
Print Name

JUNE E. LIVESAY
Notary Public
Dare Co., North Carolina
My Commission Expires Sept. 07, 2023

STATE OF FLORIDA North Carolina
COUNTY OF MARION DARE

The foregoing Marion County Residential Septic to Sewer Initiative Agreement was acknowledged before me by means of physical presence or online notarization, this 29th day of September 2021, by Warren S. Barnes as Manager for AFFORDABLE LIVING PROPERTIES, LLC, the party on behalf of whom instrument was executed.

Personally Known
OR
 Produced Identification Type of Identification Produced: _____

June E. Livesay
Notary Public, State of North Carolina
(SEAL)

EXHIBIT A



NE 24 PL

Disclaimer:

All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness, merchantability and fitness for or the appropriateness for use rests solely on the requester. Marion County makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts all limitations, including the fact that the data, information, and maps are dynamic and in a constant state of maintenance, correction and update. The entire risk as to the results and performance of any information obtained from Marion County is entirely assumed by the recipient. Any person who uses any information available from Marion County AGREES THAT THERE ARE NO REMEDIES FOR BREACH OF WARRANTY OR CONTRACT INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES.

Legend

- Water Mains
- Sewer Gravity Mains
- R3

Exhibit A	Marion County Board of County Commissioners Utilities Department	User Name: Adison.Stroud Date: 4/22/2021 Reference Scale: NTS Approved By: n/a	Marion County Septic to Sewer Initiative 4971 NE 24TH PL	PID 2420-033-000	
	Document Path: \\necobct\file\Dept_Uilities\adison.stroud\MY Documents\Work Files\Septic_Sewer_Parcel_WinPFA - Condensed.mxd				