

DONATION AGREEMENT

This Donation Agreement (the “Agreement”) by and between **Marion County**, a political subdivision of the State of Florida (the “Donee”) and **Greenwood Motor Lines, Inc.** (the “Donor”), hereinafter referred to collectively as “the Parties” for the purpose of addressing a monetary donation as detailed herein.

RECITALS

WHEREAS, Donee has acquired the Property, through Donor’s related party prior gift and identified on Exhibit A, for the construction and ongoing operation of the new Marion County Animal Shelter (the “Shelter”); and

WHEREAS, Donee is now in the process of constructing the Shelter’s capital improvements forming part of the Property, as depicted on Exhibit B; and

WHEREAS, Donee is dedicated to the care and protection of animals in Marion County, Florida, with a mission to prevent cruelty, suffering, and overpopulation of animals in the County, through Donee’s programs and services; and

WHEREAS, Donee has the leadership and staff necessary to provide effective animal care and protection services in the Shelter; and

WHEREAS, Donor desires to financially support and assist Donee’s construction of the Shelter’s capital improvements in order to enhance Donee’s ability to effectively and efficiently serve the citizens of Marion County through the Shelter’s animal care program.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

1. **RECITALS.**

The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

2. **TERM.**

This Agreement shall be effective the date of the last signature below (the “Effective Date”) and shall thereafter remain in effect until December 31, 2026, unless extended by the Parties through their mutual agreement, or sooner terminated as provided herein.

3. **DONATION.**

3.1 Monetary Donation Commitment. Donor hereby pledges to donate up to Four Million Seven Hundred Thousand and 00/100 Dollars (\$4,700,000.00) (the "Donor Contribution") to Donee to be used for the construction of the Shelter, based upon the current scope of work and current cost of \$30,028,326.34 (the "Final Cost"), and Donee hereby agrees to accept the Donor Contribution from the Donor on the terms and conditions as set forth herein.

3.2 Payment Transfer Schedule. Unless otherwise mutually agreed upon in writing, this Donor Contribution shall be made as follows:

- a) Donee hereby commits to building the underground portion of the Shelter's 5th kennel as part of Donee's initial construction activities prior to Donor's funding;
- b) Upon execution of this Agreement, Donee shall immediately commence a Capital Drive to raise funds for the Shelter's capital improvements, and Shelter's 5th kennel;
- c) The Donor Contribution is to be used after the Donee has exhausted Donee's capital improvement funds of \$24,347,589.00;
- d) Donee hereby agrees that Donee will utilize any funding Donee secures in the form of donations and sponsorships for the construction of the Shelter's capital improvements prior to the use of the Donor Contribution;
- e) Donor intends to collect and remit donations to the County from the public at Donor's World Equestrian Center facilities in order to assist in Donor's funding of the Shelter's improvements. In such event, Donee agrees to utilize those publicly donated funds prior to the use of the Donor Contribution.
- f) Upon Donee's exhaustion of the other sources of funding as provided herein, Donee shall periodically invoice Donor for a portion of its pledged Donor Contribution based on actual Donee expenditures, in an aggregate amount up to \$4,700,000.00. Donor shall make payment within thirty (30) days of each invoice;
- g) Donee agrees the Donor Contribution shall be reduced dollar for dollar by any and all third-party donations or capital drives excluding the donation by the Saint Bernard Foundation of \$1,000,000 (agreement dated April 2025), provided that any further capital contributions by Saint Bernard Foundation or its ownership or affiliated parties shall reduce the total Donor Contribution.

3.3 Purpose of Donation. The Parties agree that the purpose of the Donor Contribution is to financially support and assist Donee's construction of the Shelter's capital improvements in order to enhance Donee's ability to effectively and efficiently serve the citizens of Marion County through the Shelter and its animal care program.

3.4 Restrictions. The Parties agree that the Donor Contribution may be used at the Donee's discretion, provided the donated funds are used in accordance with this Agreement in

order to financially assist Donee to construct the Shelter's capital improvements based upon the Final Cost, for the benefit of the citizens of Marion County.

3.5 Intentionally Deleted.

3.6 Administration of Donation. Donee represents it will use the Donor Contribution in accordance with its purpose and restrictions as specified herein by the Donor, to the extent possible, and Donee shall provide the Donor with a monthly accounting of all third-party donations and funding resulting from capital drives in order to verify compliance with the provisions of this Agreement. Donee will maintain true and accurate records necessary to demonstrate compliance with this Agreement, and make acknowledgement and recognition of the Donor Contribution in accordance with the Agreement and any applicable local, state, and federal laws. In no event shall the Donor Contribution be used for purposes not within the Donee's statutory authority.

3.7 Further Assurances. Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the monetary transfer of this Donor Contribution and shall use their best efforts in a timely consummation of this Agreement.

4. GENERAL PROVISIONS

4.1 Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

4.2 Relationship of the Parties. Notwithstanding any provision to the contrary in this Agreement, the Parties agree that their relationship with respect to the Donor Contribution contemplated herein is one of Donor and as Donee only, and no provision of this Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such Donor Contribution.

4.3 No Third-Party Beneficiaries. The Agreement is made solely and specifically for the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Agreement as a third-party beneficiary or otherwise.

4.4 Sovereign Immunity. Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided Donee pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, Donee's obligation to indemnify Donor, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). All liability of Donee shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.

4.5 Mutual Indemnification. Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its

officers, board members, agents, representatives and employees 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 the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), 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 such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter Donee's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort, contract, or otherwise. Pursuant to Section 768.28, Florida Statutes, nothing in the Agreement may require Donee to indemnify or insure Donor for Donor's negligence.

5. **VARIATION.**

No amendment or variation to this Agreement shall take effect unless it is in writing (which expression includes email) and signed by the authorized representatives of each of the Parties.

6. **GOVERNING LAW.**

The Agreement is being made and 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 the Agreement, shall be in the State or Federal courts of Marion County, Florida.

7. **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 IN 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.

8. **NOTICE.**

Any notices or communications required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section, (d) telecopied to the Fax number of the party set forth in this Section, or (e) by e-mail communication. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of

successful transmission by telecopier has been received by sender, or via e-mail, or (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to Donor:

Greenwood Motor Lines, Inc.

600 Gillam Road
Wilmington, OH 45177
Attn: Corporate Legal Department

With a copy to:

Donald R. DeLuca
7340 N. U.S. Highway 27
Ocala, FL 34482
239.275.2300
ddeluca@rlrlc.com with a copy to janna.ward@rlrlc.com

If to Donee:

Angel Roussel
Assistant County Administrator
601 S.E. 25th Ave.
Ocala, FL 34471
(352) 438-2300
Angel.Roussel@marionfl.org

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses and/or contact information.

9. **ENTIRE AGREEMENT.**

This Donation Agreement contains the entire agreement between the Parties concerning the Donor Contribution, and supersedes all prior written or oral agreements between the Parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

10. **SEVERABILITY.**

If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.

11. **HEADINGS.**

The headings and section numbers of this Agreement are for the purpose of reference only and shall not affect or define the meanings hereof.

12. **EXECUTION.**

This Agreement shall become binding when signed by the Donor and Donee as indicated below. The Parties represent that they have taken all steps required by law or otherwise necessary to enter into this Agreement and that the individuals executing this Agreement have been granted full authority to do so by their respective organizations and that his or her signature is fully sufficient to bind their respective organizations. This Agreement may be executed in signed multiple originals all of which together constitute one and the same instrument with a signed original being retained by each party.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have entered this Agreement on the date of the last signature below.

DONEE:

**MARION COUNTY, a political subdivision
of the State of Florida**

By: Kathy Bryant
Printed Name: Kathy Bryant
Title: Chairman
Date: April 15, 2025

DONOR:

GREENWOOD MOTOR LINES, INC.

By: Donald R. DeLuca
Printed Name: Donald R. DeLuca
Title: Vice President, Legal
Date: 4-17-25

ATTEST:

G. C. Harrell
GREGORY C. HARRELL, April 15, 2025
DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION

**COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

For: Matthew G. Minter
Matthew G. Minter
Marion County Attorney
Date: 4/16/25

EXHIBIT "A"

PROPERTY ADDRESS

6405 W Hwy 40, Ocala FL 34482

LEGAL DESCRIPTION

A portion of the south 1/2 of the south 1/2 of the northwest 1/4 of the northeast 1/4 and the southwest 1/4 of the northeast 1/4 and the southeast 1/4 of the northwest 1/4 and the northeast 1/4 of the northwest 1/4 all in section 17, township 15 south, range 21 east, marion county, florida, being more particularly described as follows:

Commence at the northwest corner of said northeast 1/4; thence s00°01'39"w along the west line thereof, 997.68 feet to the northwest corner. Of said south 1/2 of the south 1/2 of the northwest 1/4 of the northeast 1/4, also being the point of beginning; thence departing said west line, proceed s89°18'27"e along the north line thereof, 530.00 feet; thence departing said north line, proceed s00°06'06"w, 1612.59 feet to a point on the north right-of-way line of west highway no. 40 (width varies); thence n89°20'08"w along said right-of-way line, 100.00 feet; thence departing said right-of-way line, proceed n00°06'06"e, 721.09 feet; thence n89°55'07"w, 793.12 feet; thence n00°10'23"e, 900.00 feet; thence s89°18'27"e, 362.04 feet to the point of beginning.

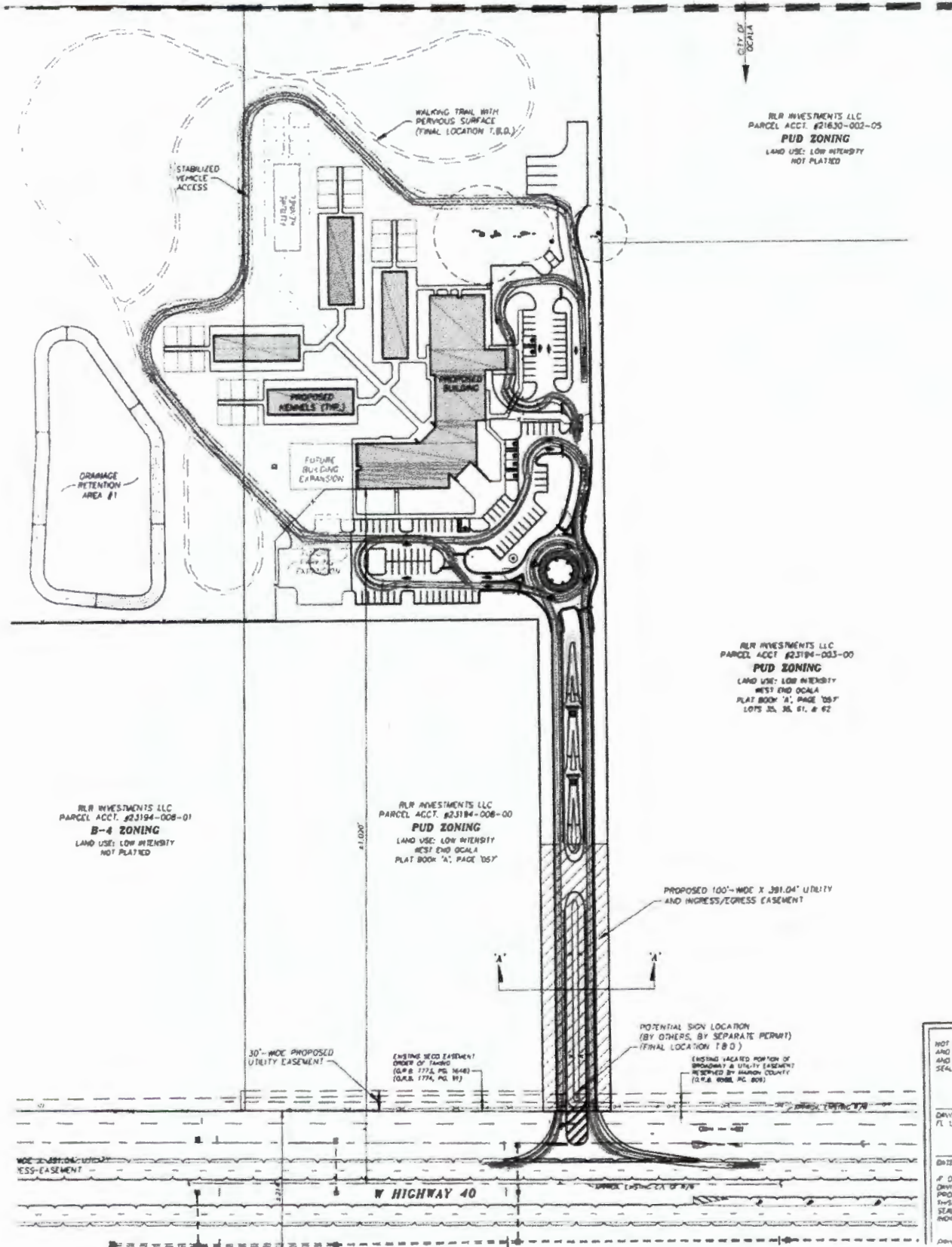
EXHIBIT "B"

Layout and Description of Shelter's Capital Improvements

The capital improvements are as follows:

- Conditioned animal kennels & housing
- Expanded Areas
 - Surgical Suite
 - Lobby
 - Public Parking
 - Adoption
 - Kennels
 - Food Prep
 - Laundry
 - Play Areas
- Each kennel has both a conditioned interior and an exterior run
- Backup generator
- Secure Sally Port Area

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RLR INVESTMENTS LLC
PARCEL ACCT. #21630-002-05
PUD ZONING
LAND USE: LOW INTENSITY
NOT PLATTED

RLR INVESTMENTS LLC
PARCEL ACCT. #23184-003-00
PUD ZONING
LAND USE: LOW INTENSITY
WEST END OCALA
PLAT BOOK "A", PAGE 1057
LOTS 35, 36, 37, & 38

RLR INVESTMENTS LLC
PARCEL ACCT. #23184-008-01
B-4 ZONING
LAND USE: LOW INTENSITY
NOT PLATTED

RLR INVESTMENTS LLC
PARCEL ACCT. #23184-008-00
PUD ZONING
LAND USE: LOW INTENSITY
WEST END OCALA
PLAT BOOK "A", PAGE 1057

NOT FIELD USE
AND SEALED, C
AND SEALED W
SEAL BELOW

DAVIS L. DAVIS
P.L. LICENSE NO.

0012

IF DIGITALLY SIGNED
DAVIS L. DAVIS
PROFESSIONAL
THIS ITEM HAS
BEEN SEALED BY DAVIS L. DAVIS
INDICATED HERE

000110101