

## ATTACHMENT E

This Instrument Prepared by and Record and Return to:  
Austin T. Dailey  
Klein & Klein, PLLC  
40 SE 11<sup>th</sup> Ave  
Ocala, FL 34471

### DEVELOPER'S AGREEMENT CONCERNING CONDITIONAL ZONING

**THIS DEVELOPER'S AGREEMENT CONCERNING CONDITIONAL ZONING** (the "Agreement") is entered into this \_\_\_\_\_, 2025, by and between:

- Gary Smallridge ("Smallridge") and 4 C Family Trust, LLC, a Florida limited liability company ("4 C Family Trust") ("Developers"); and
- Marion County, a political subdivision of the State of Florida ("County").

#### WHEREAS:

- A. On or about \_\_\_\_\_, the Board of County Commissioners of Marion County, Florida (the "County Commission") adopted Ordinance No.: \_\_\_\_ (the "Rezoning Ordinance") approving the rezoning of the real property (the "Property") described on the attached **Exhibit A**, to Regional Business ("B-4") zoning category.
- B. The Rezoning Ordinance provided it would not be effective until Developers entered into this Agreement.
- C. Chapter 85-464, Laws of Florida, authorizes the County Commission to provide for conditional zoning under the circumstances set forth therein.
- D. The conditions in this Agreement are consistent with Chapter 85-464 in that:
  - 1). The conditions were proffered in writing by Developer prior to the public hearing of the County Commission at which the Rezoning Ordinance was adopted and the rezoning was approved.
  - 2). No condition in this Agreement:
    - i) Is not in conformance with the Marion County Comprehensive Plan.
    - ii) Establishes a minimum size for dwelling units or prohibits the construction or use of real property for assisted housing.
    - iii) Was subject to negotiation by the County Commission.
  - 3). No agreement was made by the County to rezone the Property in exchange for the proffer of the conditions that were offered by the Developer and as set forth herein.

**NOW THEREFORE**, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Definitions.**

- 1.1. “Available Centralized System” means a potable water main and/or a wastewater force main that is available for Connection within three thousand (3,000) linear feet of the Property and located within the right-of-way of SE Highway 484 on either side, with adequate permitted capacity and a County-approved point of connection.
- 1.2. “County” means Marion County, Florida.
- 1.3. “Connection” means the physical tie-in of the Property’s potable water and/or wastewater facilities to the County’s Available Centralized System at a County-approved point of connection.
- 1.4. “Decentralized Water Supply System” means a single community potable water system (e.g., well(s), treatment, storage, and distribution) serving the Property, permitted and constructed in accordance with applicable law.
- 1.5. “Decentralized Wastewater Treatment System” means a single community wastewater treatment and disposal system (e.g., package plant and associated disposal or an FDOH-permitted system) serving the Property, permitted and constructed in accordance with applicable law. “OSTDS” means an onsite sewage treatment and disposal system regulated by FDOH.
- 1.6. “Developers” means Gary Smallridge and 4 C Family Trust, LLC, collectively, and “Developer” means either or both of them as context requires.
- 1.7. “Equivalent Residential Connections” or “ERC(s)” means unit of measurement representing capacity demand of 300 gallons per day for wastewater or 350 gallons per day for water, which is calculated at the time of issuance of a development order.
- 1.8. “Lift Station Easements” means the following with respect to a Lift Station constructed by the Developer and dedicated to Marion County: (i) an exclusive utility easement covering the lift station and a reasonable working area (approximately 50’x50’), a 20’ access easement providing for access for maintenance, non-exclusive easements as needed to extend electric service and communications to the station, and pipeline easements for the force main(s) from the station to the County’s point of connection, which may be located within public rights-of-way or platted common/utility areas where feasible. Final locations and widths will be established during site plan review and accepted by the County, and compatible improvements or crossings may be permitted within the easements so long as they do not materially interfere with the County’s facilities.
- 1.9. “LDC” means the Marion County Land Development Code.

- 1.10. “Owning Developer” means, for any parcel-specific task, the Developer that holds fee title to the parcel on which that task arises (including successors and assigns).
- 1.11. “Parcel 1” means Marion County Tax Parcel ID 41520-001-04 (owned by 4 C Family Trust)
- 1.12. “Parcel 2” means Marion County Tax Parcel ID 41520-101-04 (owned by Smallridge)
- 1.13. “Property” means the real property described in Section 2.1 and as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference.

## 2. **Limit on Use; Common Control.**

2.1. The Property shall be used only for those uses allowed under B-4 zoning located on Marion County Tax Parcel ID No.: **41520-001-04 and 41520-101-04** (the “Property”). Notwithstanding the B-4 zoning, until commencement of site development for a B-4 use on a parcel, any bona fide agricultural use lawfully existing on that parcel as of the Effective Date may continue as a lawful nonconforming use in accordance with LDC Section 4.3.22. Such use shall not be expanded in area or intensity, shall not add new permanent agricultural structures (ordinary repairs/maintenance and fences excepted), and shall terminate upon (i) issuance of a site development permit or building permit for a B-4 use on that parcel, (ii) discontinuance for 12 consecutive months, or (iii) as otherwise required by LDC Section 4.3.22.

2.2. The Property is under the ownership and control of the Developers. For purposes of this Agreement, the Developers are jointly and severally obligated to the County for all “Developer” obligations. Any internal allocation of responsibilities between the Developers shall not limit the County’s rights hereunder. The Developers shall cooperate in good faith on submittals and timing to avoid delaying Connection under Section 3.2.3.

## 3. **Water and Sewer.**

### 3.1. **ERC Threshold and Service Path.**

3.1.1. **Under-Threshold.** If the combined potable water and wastewater demand of all development(s) on the Property remains less than fifteen (15) ERCs (the “15-ERC Threshold”), Developer may serve the Property with individual potable water wells and individual onsite sewage treatment and disposal systems (“OSTDS”) permitted by the Florida Department of Health (“FDOH”) and designed, sited, and constructed in accordance with the LDC. Notwithstanding anything to the contrary, while the Property remains under the 15-ERC Threshold, the decentralized system requirements in Sections 3.2.1 and 3.2.2 and the centralized connection requirements in Section 3.2.3 do not apply.

3.1.2. **Above-Threshold Requirements.** If at any time the aggregate demand of the development(s) on the Property meets or exceeds the 15-ERC Threshold, then prior to the issuance of any development order, site plan approval, or building permit that would cause the exceedance, Developer shall be required to complete the applicable improvements set forth in Section 3.2 below.

3.2. **Required Improvements.** In the event the 15-ERC Threshold is exceeded, the following shall apply:

### **3.2.1. Decentralized Water Supply System**

a) A single community potable water system shall serve the entire Property. Individual domestic wells are prohibited until connection to an Available Centralized System occurs under Section 3.2.3.

b) The system shall be designed, permitted, and constructed in accordance with the LDC and all applicable state standards.

c) Facilities and appurtenances shall be located within recorded utility easements of sufficient width for access, operation, maintenance, and replacement.

d) Distribution mains shall be located within subdivision right-of-way unless otherwise approved by the County, and shall be designed to provide required fire flows and hydrant spacing per the LDC.

e) Service lines, meters, and appurtenances shall comply with the LDC standard details and applicable material specifications.

### **3.2.2. Decentralized Wastewater System**

a) Wastewater system shall be designed and constructed in accordance with the LDC and applicable FDEP/FDOH rules.

b) A single Decentralized Wastewater Treatment System shall be used for the entire development and individual OSTDS per lot are not allowed while this subsection applies.

c) The Decentralized Wastewater Treatment System shall be located on a dedicated parcel within the subdivision, sized and configured for required buffers, access, operations, and future decommissioning.

d) The wastewater collection system shall utilize materials compliant with the LDC and applicable standards.

e) The wastewater collection system shall be located within subdivision ROW unless otherwise approved by the County.

f) The Decentralized Wastewater Treatment System shall include routing and valved stubs necessary to enable future tie-in to an Available Centralized System and decommissioning of the decentralized facilities.

### **3.2.3. Connection to Centralized Systems and Abandonment of Interim Systems.**

a) Within three hundred sixty-five (365) days after either a potable water main or a wastewater force main becomes available within three thousand (3,000) linear feet of the Property and within the right-of-way of HIGHWAY 484 on either side of the roadway (each an “Available Centralized System”), Developer, at Developer’s sole cost and expense, shall connect the development to the respective Available Centralized System(s) and place such connections into service, and shall abandon the corresponding decentralized system(s) in accordance with FDEP/FDOH requirements.

For the avoidance of doubt, in no event shall the Developer be required to make any Connection until an Available Centralized System is in place, and then shall only be required to connect to the Available Centralized System.

b) If a lift station is required, Developer, at Developer's sole cost and expense, shall design and construct a lift station in accordance with the LDC standards to facilitate connection, and shall dedicate the Lift Station Easements.

c) Upon any Connection, Developer shall dedicate to the County, by appropriate instruments, all applicable easements and infrastructure related to the Connection, which may include as applicable, the lift station, wastewater collection system, and water distribution system, and shall execute bills of sale or other conveyance documents customarily used by and reasonably acceptable to the County.

d) As each Connection is placed into service pursuant to Section 3.2.3 Developer shall, at Developer's expense, promptly decommission, demolish, and restore the site(s) of the corresponding decentralized system in accordance with all applicable laws, permits, and approvals. Any decentralized system not yet superseded by a Connection may continue in operation until its own Connection occurs and it is decommissioned in the same manner.

e) Developer shall pay all applicable connection, capacity, impact, meter, inspection, and related fees required for connection to the Available Centralized System(s).

### **3.3. Long-Term Operation, Maintenance, and Responsibility for Interim Systems.**

3.3.1. Developer shall establish, in perpetuity, a property owners' association with recorded authority and obligation to operate, maintain, repair, and replace the interim decentralized water and wastewater systems and related appurtenances, to collect assessments sufficient to fund such obligations, and to comply with all permit conditions, until:

a) both water and wastewater service have been connected to the County's centralized systems under Section 3.2.3,

b) all required easement dedications have been completed, and

c) all bills of sale and other transfer documents have been executed and accepted by the County.

3.3.2. As an alternative to subsection 3.3.1, Developer may petition to establish an MSTU/MSBU acceptable to the County to carry out the obligations described in subsection 3.3.1, and upon approval of such petition Developer may, at its option, terminate the property owner's association.

3.4. **ERC Accounting.** Developer shall maintain a running accounting of ERCs allocated to each phase, lot, or building based on the County's adopted ERC methodology, inclusive of any changes of use, and shall submit an updated ERC certification with each site plan and building permit application.

4. **Buffering.** For each platted lot, parcel, or approved development phase, perimeter landscape buffers will be installed concurrent with the commencement of site development activities that involve mass grading, being large scale earth-moving, excavation, or grading in preparation for development of vertical construction, excluding grading performed solely for construction of public or private roadways and their associated drainage/utility corridors.
5. **Access.** Under no condition shall the Property utilize SE 140<sup>th</sup> Place for ingress or egress. Vehicular access shall be limited to one full-movement driveway (single curb cut) on SE HWY 484 (the “Access Point”), with final location, spacing, and design determined during site plan review. The site shall be served by a central drive aisle aligned with the Access Point and extending through the site. No additional curb cuts or drive connections are permitted without prior written approval of the County. If required by the Fire Marshal, a secondary emergency-only access may be provided, gated and equipped with approved emergency hardware.
6. **Amendment.** This Agreement may not be amended except pursuant to a request for rezoning brought under the LDC or other provisions of the County Code. Notice of such request shall be provided to owners of parcels contiguous to the boundaries of the Property.
7. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
8. **Notices; Cure.** Notices under this Agreement shall be in writing and delivered by certified mail, recognized overnight courier, or hand delivery to the addresses set forth below (or as updated by notice). A party alleging breach shall give the other party written notice and a 30-day opportunity to cure (or such longer period as is reasonably required if the breach is not reasonably curable within 30 days and the breaching party commences and diligently pursues cure).
9. **Assignment; Successors and Assigns.** Developer may assign this Agreement, in whole or in part, without County consent to (a) an Affiliate, (b) a bona fide purchaser of fee title to Parcel 1 or Parcel 2 (or a legally described portion) or the entire Property as to the obligations relating to the conveyed property, or (c) a lender as a collateral assignment. All other assignments require the County's prior written consent, not unreasonably withheld, conditioned, or delayed. Any assignment (other than a collateral assignment) is effective only upon delivery to the County of (i) written notice and (ii) an assumption agreement by the assignee in recordable form. Upon transfer of 100% of a parcel (or legally described portion) and timely delivery of the assumption, the transferring Developer is released from parcel-specific obligations arising after the effective date, but remains responsible for obligations accrued before then. A lender has no performance obligations unless and until it acquires title, at which time it (or its designee) shall assume in writing. No assignment enlarges County obligations or diminishes Developer obligations; remaining Developer(s) continue to be jointly and severally liable.
10. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

11. **Covenants Running with the Land; Recordation.** This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns. Developer shall cause this Agreement to be recorded in the Official Records of Marion County at Developer's expense.
12. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

**THEREFORE**, the parties have executed this Agreement effective the day and year first written above.

**THIS PART OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURES START ON NEXT PAGE**

**IN WITNESS WHEREOF**, Developer and County have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS OF  
MARION COUNTY, FLORIDA**

\_\_\_\_\_  
Gregory C. Harrell, Clerk

By: \_\_\_\_\_  
Kathy Bryant, Chairman

Approved as to form and legality:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Matthew "Guy" Minter, County Attorney

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by who is personally known to me or who has produced as identification; and who acknowledged that he/she executed this document freely and voluntarily for the purposes therein expressed.

\_\_\_\_\_  
Print/Type Name: \_\_\_\_\_

Notary Public in and for the County and State  
aforesaid.

My Commission Expires: \_\_\_\_\_

Serial No., if any: \_\_\_\_\_



WITNESS:

**DEVELOPER:**

**4 C Family Trust, LLC, a Florida limited liability company**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Thomas C. Conrad, its Manager

\_\_\_\_\_  
(Print)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Thomas C. Conrad as Manager of **4 C Family Trust, LLC** who is personally known to me or who has produced as identification; and who acknowledged that he executed this document freely and voluntarily for the purposes therein expressed.

\_\_\_\_\_  
Print/Type Name: \_\_\_\_\_

Notary Public in and for the County and State  
aforesaid.

My Commission Expires: \_\_\_\_\_

Serial No., if any: \_\_\_\_\_

**WITNESS:**

**DEVELOPER:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
**GARY W. SMALLRIDGE**

\_\_\_\_\_  
(Print)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **GARY W. SMALLRIDGE** who is personally known to me or who has produced as identification; and who acknowledged that he/she executed this document freely and voluntarily for the purposes therein expressed.

\_\_\_\_\_  
Print/Type Name: \_\_\_\_\_

Notary Public in and for the County and State  
aforesaid.

My Commission Expires: \_\_\_\_\_

Serial No., if any: \_\_\_\_\_

**EXHIBIT A  
PROPERTY**

**Parcel 41520-001-04**

THE EAST 660 FEET OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 22 EAST. EXCEPT THE SOUTH 706.67 FEET THEREOF. ALL BEING IN MARION COUNTY, FLORIDA AND CONTAINING 29.5 ACRES MORE OR LESS.

**AND**

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SAID SECTION 10; THENCE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF BELLEVIEW HEIGHTS ESTATES UNIT 17, AS RECORDED IN PLAT BOOK G, PAGES 21, 21A AND 21B OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S89°33'05"W, A DISTANCE OF 586.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF SAID BELLEVIEW HEIGHTS ESTATES UNIT 17, S89°33'05"W, A DISTANCE OF 73.20 FEET TO THE SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10; THENCE DEPARTING THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF SAID BELLEVIEW HEIGHTS ESTATES UNIT 17, ALONG THE EAST BOUNDARY OF THE WEST 1/2 OF THE EAST 1/2 OF THE SW 1/4 OF SAID SECTION 10, N00°02'28"E, A DISTANCE OF 706.89 FEET; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE WESTERLY EXTENSION OF THE NORTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2273, PAGE 135 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, N89°34'14"E, A DISTANCE OF 42.65 FEET TO THE NW CORNER OF SAID LANDS, THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, S00°03'19"W, A DISTANCE OF 654.45 FEET; THENCE CONTINUE ALONG THE WESTERLY BOUNDARY OF SAID LANDS S30°26'55"E, A DISTANCE OF 60.54 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.71 ACRES, MORE OR LESS.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 22 EAST; THENCE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID

SECTION 10 AND THE NORTH BOUNDARY OF BELLEVIEW HEIGHTS ESTATES UNIT 17, AS RECORDED IN PLAT BOOK G, PAGES 21, 21A AND 21B OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S89°33'05"W, A DISTANCE OF 586.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF SAID BELLEVIEW HEIGHTS ESTATES UNIT 17, S89°33'05"W, A DISTANCE OF 73.20 FEET ; THENCE DEPARTING SAID BOUNDARY RUN N00°02'28"E, A DISTANCE OF 1326.55 FEET; THENCE RUN N89°34'14"E, A DISTANCE OF 660.35 FEET TO THE NE CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10; THENCE RUN S00°03'19"W, ALONG THE EAST LINE OF THE SW 1/4 OF SECTION 10, A DISTANCE OF 619.66 FEET; THENCE DEPARTING THE EAST LINE OF THE SW 1/4 OF SECTION 10 RUN S89°34'14"W, A DISTANCE OF 617.54 FEET; THENCE RUN S00°03'19"W, A DISTANCE OF 654.45 FEET; THENCE RUN S30°26'55"E, A DISTANCE OF 60.54 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A (Continued)**  
**PROPERTY**

**Parcel 41520-101-04**

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 22 EAST; THENCE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF BELLEVIEW HEIGHTS ESTATES UNIT 17, AS RECORDED IN PLAT BOOK G, PAGES 21-21B OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S89°33'05"W, A DISTANCE OF 586.82' TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF SAID BELLEVIEW HEIGHTS ESTATES UNIT 17, S89°33'05"W, A DISTANCE OF 73.20'; THENCE DEPARTING SAID BOUNDARY RUN N00°02'28"E, A DISTANCE OF 1326.55'; THENCE RUN N89°34'14"E, A DISTANCE OF 660.35' TO THE NE CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10; THENCE RUN S00°03'19"W ALONG THE EAST LINE OF THE SW 1/4 OF SECTION 10, A DISTANCE OF 619.66'; THENCE DEPARTING THE EAST LINE OF THE SW 1/4 OF SECTION 10 RUN S89°34'14"W, A DISTANCE OF 617.54'; THENCE RUN S00°03'19"W, A DISTANCE OF 654.45'; THENCE RUN S30°26'55"E, A DISTANCE OF 60.54' TO THE POINT OF BEGINNING.