

**MARION COUNTY, FLORIDA/
OCALA MEADOWS FARMS LTD.
STANDARD UTILITY SERVICE AND
CONVEYANCE AGREEMENT
for Ocala Meadows**

THIS AGREEMENT made and entered into this 18th day of December, 2012, by and between Ocala Meadows Farms Ltd., a Florida limited partnership, hereinafter referred to as "Developer," and Marion County, Florida a political subdivision of the State of Florida, hereinafter referred to as the "County."

RECITALS

1. The Developer owns or controls lands located in Marion County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer has or is about to develop the Property by erecting thereon, residential or commercial improvements (hereinafter the "Project").
2. The Developer is desirous of prompting the construction and maintenance of central water and wastewater facilities so occupants of each residence or commercial improvement constructed will receive adequate water and wastewater Service.
3. The County is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water and wastewater facilities, and to have extended such facilities by way of water and wastewater mains, and to thereafter operate such facilities so the occupants of each residence or commercial improvement constructed on the Property will receive adequate water and wastewater Service from the County.
4. The County shall not provide reclaimed water service to the Project and hereby authorizes the Developer to contract with the City of Ocala for such services for the Property.

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

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. In the absence of a clear implication otherwise, capitalized terms used in this Agreement and in the attached exhibits shall have the following meanings:

(1) “Agreement” This Marion County, Florida / Ocala Meadows Farms, Ltd. Standard Utility Service and Conveyance Agreement for the Ocala Meadows development in Marion County, Florida and all exhibits and amendments in written form that may be added thereto in the future, including but not limited to Exhibit A, the legal description of the Property and Exhibit B, Special Conditions currently attached hereto and made a part hereof by reference.

(2) “Capital Charge” A charge adopted by the County Board of County Commissioners and levied by the County to pay for water and wastewater infrastructure construction and other capital costs associated with linking the Project into the County utility systems

(3) “Contribution-in-Aid-of-Construction” The sum of money and/or property represented by the value of the water distribution and wastewater collection systems constructed by Developer, which Developer covenants and agrees to pay or convey to the County as a contribution-in-aid-of-construction, to induce the County to continuously provide water and wastewater Service to the Property.

(4) “Customer” The retail end-user of a utility Service.

(5) “Development Review Committee or DRC” The committee selected by the County to review Developer’s plans.

(6) “Equivalent Residential Unit or ERU” Currently, one water ERU is equal to 350 gallons per day of water use and one wastewater ERU is equal 300 gallons per day of wastewater discharge. However, other ERU values may be adopted by the Board of County Commissioners from time to time.

(7) “Point of Delivery or Collection” The point where the County’s pipes are connected with the pipes of the Customer. Unless otherwise indicated, the point of delivery shall be at a point on the Customer’s lot line.

(8) “Service” The readiness and ability on the part of the County to furnish water and wastewater service to each lot. For example, the maintenance by the County of adequate pressure at the Point of Delivery shall constitute the rendering of water Service.

SECTION 3. PROPERTY CONVEYANCES.

- 3.1 Developer hereby grants and gives the County the exclusive right or privilege to construct, own, maintain, and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places within the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats.
- 3.2 Developer hereby agrees that the foregoing grants shall run with the land and include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time, as the County requires such rights, privileges or easements in the ownership, maintenance, operation or expansion of the water and wastewater facilities; that in the event the County is required or desires to install any of its water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then the Developer or current owner shall grant to the County, without additional cost or expense to the County, the necessary easement or easements for such Property installation; provided, all such Property installation by the County shall be made in such a manner as not to interfere with the primary use of such Property. The County covenants that it will use due diligence in ascertaining all easement locations; however, should the County or the Developer install any of the utility facilities outside a dedicated easement area, Developer and its successors and/or assigns covenant and agree that the County will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. If the County or Developer installs any of the utility facilities outside a dedicated easement area, the County agrees to release the "old" easement to Developer or Developer's successors and/or assigns in exchange for a dedicated easement properly sized in a location where the facilities were inadvertently installed by the County or the Developer.
- 3.3 The County hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water and wastewater facilities in any of the easement areas; and the Developer in granting the easement herein, or pursuant to the terms of this instrument, shall have the rights to grant non-exclusive rights, privileges and easements to other entities to provide to the Property any utility services other than water and wastewater Service so long as such grants do not interfere with the County's use of its easements for water or wastewater purposes.

SECTION 4. PROVISION OF SERVICE. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Developer, the County covenants and agrees that it will allow the connection of the water distribution and wastewater collection facilities installed by Developer to the central water and wastewater facilities of the County 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. The County agrees that once it provides water and wastewater Service to the Property and Developer, or others have connected Customer installations to its system, that thereafter, the County will continuously provide in return for payment of all applicable rates, fees, and charges and in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water and wastewater Service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water distribution and wastewater collection operation of the County.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION AND CONVEYANCE OF FACILITIES.

- 5.1 So that the County may provide water and wastewater facilities, and to continuously provide Customers located on the Property with water and wastewater Service, Developer hereby covenants and agrees to pay for the construction and to transfer ownership and control to the County as a Contribution-in-Aid-of-Construction, the on-site and off-site water distribution and wastewater collection systems referred to herein.
- 5.2 Developer shall provide the County with engineering plans and specifications of the type and in the form as prescribed by the County, showing the on-site and off-site water distribution and wastewater collection systems proposed to be installed to provide Service to the Property. The County will advise Developer's engineer of any sizing requirements as mandated by the County's system policies and utility standards for the preparation of plans and specifications of facilities. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to the County concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to the County and no construction shall commence until the County has approved such plans and specifications in writing. After approval, Developer shall cause to be constructed, at Developer's expense, the water distribution and wastewater collection systems as shown on all plans and specifications.

5.3 During the construction of the water distribution and wastewater collection systems by Developer, the County shall have the right to inspect such installation to determine compliance with plans and specifications, compliance with all State and local codes and requirements, and further, shall require the Developer to perform standard tests for pressure, infiltration/vacuum, line and grade, hydrostatic/leakage, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the County upon completion of construction. The submittal shall include paper copies (bluelines), reproducible (mylars), and electronic (CD Format) copies that reference the Florida State Plane Coordinate System with two or more point references.

5.4 Developer shall also be required to pay for water meters and meter installations of sufficient capacity for the usage projected. Such payment shall be made prior to service connection.

5.5 By these presents, Developer hereby agrees to transfer to the County, ownership to all water distribution and wastewater collection systems installed by Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the County of the said installation. As further evidence of said transfer of ownership, and upon the completion of the installation and prior to the rendering of Service by the County, Developer shall convey to the County, by bill of sale, or other appropriate documents, in form satisfactory to the Marion County Board of County Commissioners, the complete on-site and off-site water distribution and wastewater collection systems as constructed by Developer and approved by the County. Developer shall further cause to be conveyed to the County, fee parcels for lift stations or pumping facilities and all easements and/or rights-of-way covering areas in which water distribution and wastewater collection lines are installed, by recordable documents in forms satisfactory to the Marion Board of County Commissioners. All conveyance of fee parcels, easements and/or rights-of-way shall be accompanied by a title policy or an attorney's opinion of title, satisfactory to the County, establishing Developer's rights to convey such fee parcels and continuous enjoyment of such easements or right-of-way for those purposes set forth in this Agreement to the exclusion of any other person in interest except where this Agreement provides for non-exclusive easements. The use of easements granted by Developer shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not materially interfere with use by the County. The County agrees that the acceptance of the water distribution and wastewater collection systems, installed by Developer, for Service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the County for the continuous operation and maintenance of such systems from that date forward, including but not limited to

the responsibility to maintain disinfection levels in water systems as required by permitting agencies without further cost to the Developer.

- 5.6 All installations by Developer or its contractor shall be warranted for at least one year from the date of acceptance by the County. Mortgagee(s), contractors, builders, subcontractors, materialmen or any others, if any, holding prior liens on such fee or easement parcels, or personal property constructed therein, to be conveyed to the County, shall be required to release such liens, subordinate their position and join in the grant or dedication of the fee parcels, easements or rights-of-way. All water distribution and wastewater collection facilities shall be covered by easements if not located within dedicated rights-of-way or conveyed fee parcels. All lift stations, pumping facilities or other facilities for which the County requires a fee interest, shall be conveyed by warranty deed in fee simple.
- 5.7 Whenever the development of the Property involves one Customer or a unity of several Customers, and in the opinion of the County ownership by the County of the internal water distribution and wastewater collection systems is not necessary, then, at the sole option of the County, Developer, or its successor and/or assigns, shall retain ownership and the obligation for maintenance of such on-site facilities, located on the discharge side of a master meter assembly, as Customer installations.
- 5.8 Payment of the Contributions-in-Aid-of-Construction does not and will not result in the County waiving any of its rates, rate schedules or rules and regulations, allocations, fees, and their enforcement shall not be affected in any manner whatsoever by Developer making the contribution. The County shall not be obligated for any reason whatsoever nor shall the County pay any interest or rate of interest upon the Contributions-in-Aid-of-Construction. 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 Contributions-in-Aid-of-Construction or to any of the water and/or wastewater facilities and properties of the County. Any user or Customer of water and wastewater Services shall not be entitled to offset any bill or bills rendered by the County for such Service or Services against the Contributions-in-Aid-of-Construction. Developer shall not be entitled to offset the Contributions-in-Aid-of-Construction against any claim or claims of the County unless specified in the Special Conditions of this Agreement.

SECTION 6. EVIDENCE OF TITLE. Within a period of thirty (30) days after the execution of this Agreement, at the expense of the Developer, Developer agrees to either deliver to the County a title commitment, brought up to date, which title commitment shall be retained by the County, and remain the property of the County, or at the option of the County to furnish the County an opinion of title from a qualified attorney at law with respect to the Property, which opinion shall include a current report on the status of the

title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. Ownership and encumbrance reports shall be unacceptable. The provisions of this Section are for the exclusive rights of Service contained in the Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive Service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 7. OWNERSHIP OF FACILITIES. Developer agrees with the County that all water and wastewater facilities conveyed to the County for use in connection with providing water and wastewater Services to the Property, shall at all times remain in the complete and exclusive ownership or control of the County, and any entity 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 such facilities, or any part of them, for any purpose, including the furnishing of water or wastewater Services to other persons or entities located within or beyond the limits of the Property.

SECTION 8. APPLICATION OF RULES REGULATIONS AND RATES. Notwithstanding any provision in this Agreement, the County may establish, revise, modify and enforce rules, regulations and rates covering the provision of water and wastewater Service to the Property. Such rules, regulations and rates are subject to the approval of the Marion County Board of County Commissioners. Such rules and regulations shall at all times be reasonable and subject to regulations as may be provided by law or under contract. Rates charged to Developer or Customers located upon the Property shall be identical to rates charged for the same classification of Service. 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 and wastewater Service provided to the Property by the County.

SECTION 9. PERMISSION TO CONNECT REQUIRED. Developer, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect any Customer installation to the water and wastewater facilities of the County until approval for such connection has been granted by the County.

SECTION 10. BINDING AGREEMENT: ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of Developer, the County and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by Developer without the written consent of the County first having been obtained. The County agrees not to unreasonably withhold such consent.

SECTION 11. NOTICES. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

Marion County, a political subdivision
of the State of Florida
601 SE 25th Avenue
Ocala, FL 34471
Attn: County Administrator

Ocala Meadows Farms Ltd.
700 S. Federal Highway
Suite 200
Boca Raton, FL 33432

With Copy To: County Attorney

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of Developer and the County shall survive the completion of the work of Developer with respect to completing the water and wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT, AMENDMENTS & APPLICABLE LAW. This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect between Developer and the County, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and the 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, with the same level of formality as this Agreement, including but not limited to adoption by the County Board of County Commissioners at a public meeting, and duly signed by both parties. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances and resolutions adopted after notice and public hearing of the County and it shall be and become effective immediately upon execution by both parties hereto.

SECTION 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 **INDEMNITY.** THE DEVELOPER SHALL INDEMNIFY THE COUNTY, ITS RESPECTIVE AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND FEES, INCLUDING ATTORNEYS' FEES AND COSTS, FOR INJURY (INCLUDING DEATH) TO PERSONS OR DAMAGE TO PROPERTY OR PROPERTY RIGHTS THAT MAY ARISE FROM OR BE RELATED TO ACTS, ERRORS, OR OMISSIONS OF THE DEVELOPER, ITS AGENTS, EMPLOYEES, SERVANTS, LICENSEES, INVITEES, OR CONTRACTORS OR BY ANY PERSON UNDER THE CONTROL OR DIRECTION OF THE DEVELOPER, OR BY THE DEVELOPER'S USE OF THE COUNTY'S SYSTEM, AND THE DEVELOPER SHALL INDEMNIFY THE COUNTY AS AFORESAID FROM

ALL LIABILITY, CLAIMS AND ALL OTHER ITEMS ABOVE MENTIONED, ARISING OR GROWING OUT OF OR CONNECTED WITH ANY DEFAULT, BREACH, VIOLATION OR NONPERFORMANCE BY THE DEVELOPER OF ANY COVENANT, CONDITION, AGREEMENT OR PROVISION CONTAINED IN THIS AGREEMENT CONCERNING ALL OR ANY PART OF THE COUNTY'S SYSTEM.

14.3 FORCE MAJEURE. THE COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE 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 THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE 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, 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 COUNTY AND WHICH BY EXERCISE OF DUE DILIGENCE THE COUNTY IS UNABLE TO OVERCOME. NOTWITHSTANDING THE FOREGOING, FAILURE TO MEET THE CONSTRUCTION MILESTONES OUTLINED IN THE SPECIAL CONDITIONS SECTION OF THIS AGREEMENT SHALL NOT BE DEEMED FORCE MAJURE EVENTS.

14.4 DISCLAIMER OF THIRD PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL 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 PART NOT A PARTY TO THIS AGREEMENT OR AN AUTHORIZED SUCCESSOR OR ASSIGNEE THEREOF.

14.5 DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE COUNTY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE COUNTY (INCLUDING, SPECIFICALLY, ANY REVENUE OR RATES, FEES, OR CHARGES COLLECTED BY THE COUNTY IN CONNECTION WITH THE COUNTY SYSTEM) 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.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The Developer, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water and wastewater Service to the Property during the period of time the County, its successors and assigns, provide water and wastewater Service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the County shall have sole and exclusive right and privilege to provide water and wastewater Service to the Property and to the occupants of each residence, building or unit constructed thereon. The County shall not have the right or obligation to provide reclaimed water service to the Property.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto may be recorded in the Public Records of Marion County, Florida at the County's sole option and expense.

SECTION 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.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. The execution of this Agreement between Developer and the County constitutes a specific reservation of capacity by Developer, and the County hereby guarantees that capacity will be available for Developer's Project at any date later than the completion of the County's construction described in Ex. B, SPECIAL CONDITIONS, Section 10. Notwithstanding the foregoing, any specific reservations of capacity must be detailed within the body of this Agreement; under the heading "Special Conditions" and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fees and charges as negotiated between the parties, by the Developer to the County. Said fees and charges shall be set forth in Exhibit "B" hereof.

SECTION 20. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between Developer and the County:

SEE EXHIBIT "B" ATTACHED TO AND INCORPORATED IN THIS AGREEMENT.

IN WITNESS WHEREOF, Developer and the 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.

ATTEST:

C. Bonnissous, D.C.

David R. Ellspermann, Clerk

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

Kathy Bryant

Kathy Bryant, Chair

Approved as to form and correctness:

Matthew G. Minter
Matthew G. Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 18th day of, December 2012 by Kathy Bryant of MARION COUNTY, FLORIDA, on behalf of MARION COUNTY. He/She is personally known to me.

My Commission Expires:

Debra Windberg
Notary Public – State of Florida



DEVELOPER:
OCALA MEADOWS FARMS, LTD.

x: Mike Rogers

Mike Rogers as Managing Member of
Ocala Meadows Land GP LLC, as General
Partner of Ocala Meadows Farms, Ltd.

WITNESSES:

x: M. Dukin

Print Name: MICHELLE DUKIN

x: L. O'malley

Print Name: LAURA O'MALLEY

Province Ontario
STATE OF FLORIDA
COUNTY OF MARION
State

The foregoing instrument was acknowledged before me this 11th day of December,
2012 by Mike Rogers, as Managing Member of Ocala Meadows Land GP LLC, as
General Partner of Ocala Meadows Farms, Ltd., authorized to do business in the State of
Florida, on behalf of the partnership. He is personally known to me or has produced
_____ as identification.

A. Lynn
Signature of Person Taking Acknowledgment

VP, Legal & Corporate Affairs
Title or Rank

S. JANE LYNN
Name of Acknowledger Typed, Printed or Stamped

NIA
Serial Number, if any

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION: OCALA MEADOWS PHASE 1

A PORTION OF THE PARENT TRACT DESCRIBED BELOW:

PARCEL 14:

THE NORTH 1/2 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 22 EAST, LYING IN MARION COUNTY, FLORIDA; EXCEPT THE SOUTH 455.00 FEET OF THE WEST 1057.00 FEET THEREOF; AND EXCEPT THE WEST 100.00 FEET THEREOF; AND EXCEPT THAT PORTION CONVEYED IN BOOK 2202, PAGE 353.

PARCEL 15:

THE NORTH 1/2 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA.

PARCEL 17:

THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, EXCEPT COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH 1/2 OF THE SW 1/4, THENCE NORTH 240.2 FEET, THENCE EAST 454.6 FEET, THENCE SOUTH 240.2 FEET, THENCE WEST 454.6 FEET TO THE POINT OF BEGINNING; EXCEPT 208.71 FEET NORTH AND SOUTH BY 417.42 FEET EAST AND WEST IN THE NORTHWEST CORNER EXCEPT ROAD RIGHT OF WAY.

PARCEL 18:

SOUTH 1/2 OF SE 1/4 OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, EXCEPT THE EAST 66 FEET THEREOF.

PARCEL 19:

THE EAST 3/4 OF NORTH 1/2 OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; EXCEPT THE SOUTH 50 FEET THEREOF; AND EXCEPT THAT PORTION TAKEN IN BOOK 2159, PAGE 1525.

PARCEL 20:

THE WEST 1/2 OF NW 1/4 OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, EXCEPT THE EAST 30 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND EXCEPT THE SOUTH 50 FEET THEREOF FOR ROAD RIGHT OF WAY.

PARCEL 22:

THE SW 1/4 OF SW 1/4 OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 22 EAST,
EXCEPT RIGHT OF WAY FOR WEST ANTHONY ROAD AND EXCEPT ADDITIONAL RIGHT
OF WAY FOR COUNTY ROAD #451 (KNOWN AS WEST ANTHONY ROAD) AS DESCRIBED
IN OFFICIAL RECORDS BOOK 313, PAGE 120, PUBLIC RECORDS OF MARION COUNTY,
FLORIDA.

ALSO:

THE EAST 66 FEET OF THE SE 1/4 OF SE 1/4 OF SECTION 18, TOWNSHIP 14 SOUTH,
RANGE 22 EAST, MARION COUNTY, FLORIDA.

EXHIBIT B

SPECIAL CONDITIONS

Ocala Meadows development

Pursuant to Paragraph 20 of the Marion County, Florida / Ocala Meadows Farms Ltd. Standard Utility Service and Conveyance Agreement for the Ocala Meadows development in Marion County, Florida, the following are the Special Conditions mutually agreed upon between the Developer and the County. To the extent that these Special Conditions may conflict with the recitals or provisions contained within the Standard Utility Service and Conveyance Agreement, these Special Conditions shall prevail.

1. Provided Developer shall have complied with the requirements herein, the Developer is hereby granted the right to acquire 186 ERUs (Equivalent Residential Units) of water and 186 ERUs of wastewater for the Project to include but not be limited to a proposed clubhouse and residential development to be built on the subject property, to be issued permits for and to receive water and wastewater Service for the proposed development within the subject property, under the following conditions:

Water and Wastewater Capital Charges

- . Developer, or its individual lot transferees, shall pay a total of \$1,206,954 of Water and Wastewater Capital Charges as follows:
 1. \$100,000 at the time the Marion County Board of County Commissioners adopts this Agreement.
 2. \$1,106,954 due within fourteen (14) days of receipt of written notice from the County that design is complete of a new force main for transmission of Developer's wastewater flows from the property to the Marion County wastewater facilities located at the intersection

of CR 326 and I-75 and the construction project is ready to go to bid.

2. In addition to the Capital Charges outlined herein, Developer also agrees to provide Contributions-in-Aid-of-Construction as additional consideration for provision of Service and the other rights outlined herein as follows:

Water Contributions-in-Aid-of-Construction

- a. To connect Developer's water transmission and distribution system to the County's existing water transmission system, Developer shall design said systems to the County's specifications, apply for and be issued all required permits, and construct said system to the County's specifications, as approved by the Development Review Committee (DRC).
- b. The Developer agrees to design, permit, and install a water transmission and distribution system to service the Project needs, to include on-site transmission mains, pipes, required appurtenances and services.
- c. The Developer further agrees to construct a 16" water main from the Property, under US Highway 441, to Marion County's Irish Acres Water Treatment Plant. The water system shall include any easements through Developer's property deemed necessary by the County, in its sole discretion, but such easements shall be restricted to rights-of-way within the Property, unless specifically agreed otherwise by the Developer to allow the County access to a Point of Connection or Point of Collection. Upon completion of the installation of said improvements, the Developer shall convey to the County all said improvements by bill of sale and other instruments outlined in the Standard Utility Service and Conveyance Agreement. After said conveyances, the County shall be responsible for the operation, maintenance, repair and replacement of said improvements. The County hereby grants the Developer the right to connect said improvements to the County's existing water main(s).

- d. The County shall be responsible to construct improvements to the Irish Acres Water System at its sole expense to ensure up to 1,100 gallons per minute of fire flow and 180 gallons per minute peak demand water flow to the Property.
- e. Improvements to be constructed by the Developer as outlined in this subsection shall be constructed in substantially the same manner as indicated on plans approved by the County which shall be attached to this Agreement as Exhibit C upon said approval. Said plans shall be considered part of this Agreement as if they had always been a part hereof. Upon completion of the installation of said improvements, the Developer shall convey to the County all said improvements by bill of sale and other instruments outlined in the Standard Utility Service and Conveyance Agreement. The Developer shall also convey fee parcels and easements or right-of-way to contain said improvements by instruments outlined in the Standard Utility Service and Conveyance Agreement. After said conveyances, the County shall be responsible for the operation, maintenance, repair and replacement of said improvements. The County hereby grants the Developer the right to connect its on-site improvements to the County's existing utility facilities as indicated in the approved final plans.

Wastewater Contributions-in-Aid-of-Construction

- f. To connect Developer's wastewater collection system to the County's existing wastewater system, Developer shall design to the County's specifications, apply for and be issued all required permits to construct, and construct to the County's specifications as approved by the Marion County Development Review Committee (DRC).
- g. The Developer agrees to design, permit, and install a central wastewater collection system to service the Project needs, to include a force main sewer system with manholes, pipes, and services, a master lift station and four (4)

standard lift stations. The County agrees to connect this wastewater collection system to the new force main it will construct as outlined herein at no additional cost to the Developer. The Developer shall size the on-site collection mains to support the Project and any development that the County reasonably anticipates at the time of installation of the on-site force main, may utilize the proposed master lift station. The Developer's engineer shall supply hydraulic calculations from the site to the downstream service lift stations to assure that pumps have been designed and selected to perform at optimum efficiency. Upon completion of the installation of said improvements, the Developer shall convey to the County all said improvements by bill of sale and other instruments outlined in the Standard Utility Service and Conveyance Agreement. The Developer shall also convey fee parcels for the lift stations and any easements for collection pipelines through Developer's property deemed necessary by the County, in its sole discretion. After said conveyances, the County shall be responsible for the operation, maintenance, repair and replacement of said improvements. The County hereby grants the Developer the right to connect its on-site improvements to the County's existing collection main.

- h. The Developer agrees that it will be required to procure and install a Remote Transmitter Unit (RTU) on each lift station for the Project described in paragraph g., above. Each RTU unit will meet Marion County standards.
5. The Developer shall have a thirty (30) day grace period before a failure to make payment as required herein shall constitute an event of default under this Agreement. In the event of the Developer's failure to make timely payment as set forth herein and upon the expiration of the thirty (30) day grace period, the County shall, prior to declaring an event of default, provide the Developer with written notice of the County's intent to declare an event of default. The Developer shall have an additional thirty (30) days from the date the Developer receives the

County's written notice within which to make the specified payment. Notwithstanding the foregoing, the County's time to commence construction, and to complete the construction specified in section 10 of these Special Conditions, shall be extended on a day-for-day basis for each day that Developer's payment of the Water and Wastewater Capital Charges specified in Section 1 of these Special Conditions is late. Should the Developer fail to cure a default upon its receipt of proper notices, the County may undertake the appropriate legal actions it deems necessary to enforce its right and remedies as provided under this Agreement and Florida law.

7. Developer shall be responsible for design, permitting and construction of all required on and off-site utility Contributions-In-Aid-of-Construction to comply with Marion County Utilities Manual of Standards and Specifications for the Construction of Water and Wastewater and all regulatory agencies' requirements for the development of the Property.
8. Developer and the County acknowledge that Developer may or may not be the Applicant who shall subsequently pay the Water and Wastewater Capital Charges or other connection charges prior to connection of the proposed units to be served by the County. Developer agrees to disclose in writing to any grantee, lessee, or assignee, the Developer's entitlement to receive from the County the Water and Wastewater ERUs purchased by Developer hereunder. The Developer further agrees to disclose the obligation of Developer's grantee, lessee, or assignee to pay to the County, the then adopted Water and Wastewater Capital Charges. Developer, on behalf of itself and its successors and assigns, hereby further agrees to indemnify, defend, save and hold harmless the County from and against any and all suits, actions, claims, demands, liabilities, judgments and costs of any nature whatsoever arising as a result of the construction and development of the Developer's water transmission and distribution system and Developer's wastewater collection system. In the event the County is made a party to any litigation arising as a result thereof, the County shall have the option of providing for its own defense in said litigation and billing Developer, its successors and/or

assignees for all expenses of litigation, including its direct costs, actual attorneys fees, inclusive of paralegal or legal assistant services, which expenses Developer shall pay promptly upon demand or designating Developer, its successor and/or assigns, to defend the County at the expense of said Developer, successor and/or assign.

9. To the extent that Developer may undertake any construction of utility improvements within the County right-of-way or upon County property, Developer shall provide the following insurance coverage (during the construction period): a commercial general liability insurance policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 for annual aggregate coverage. If the policy is written on a claims-made basis, the Developer must maintain the policy for a minimum of 5 years following completion of the project. Worker's Compensation shall be purchased and maintained by the Developer with statutory limits and employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. Business Auto Liability shall be provided by the Developer with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles. The County shall be named as an additional or co-insured on all such policies, except for the Worker's Compensation policies. Insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half of its annual aggregate. All policies must be with an insurance company with an A.M. Best Company rating of at least B+. The Developer shall furnish to both the County Finance Department and Utility Department a certificate of insurance prior to the date upon which the Developer is to commence construction of the utility improvements. Said certificate shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without the County Administrator having been given at least thirty (30) days prior written notice. The County Administrator shall be shown as a certificate holder. Should such insurance

be cancelled, Developer shall obtain replacement insurance acceptable to the County prior to the expiration of coverage of the original insurance.

10. Subject to the time extension provisions in Section 6 of these Special Conditions, The County agrees to complete all construction and provide Service to the Project within ten (10) months of the BOCC execution of this Agreement. Moreover, the County agrees that it will begin construction of the wastewater force main within three (3) months of the BOCC execution of this Agreement. If the County does not meet these deadlines, the Developer may choose to have the County, at the County's sole expense, provide pump out service at the Project lift stations until such time as the construction is complete. The County will provide this service after midnight, but before morning each day and at such additional times as are necessary to be sure the wastewater flows are sufficiently removed from the Project. The Developer shall incur no additional cost as a result of choosing this option and the Agreement shall remain in place between the parties thereto.
11. The Parties understand and agree that this Agreement may only be modified by written mutual consent of both parties.

EXHIBIT C

Water Plan

[TO COME]

