



MARION COUNTY WATER SERVICE LINE EXTENSION
APPLICATION and PERMIT AGREEMENT NO: 20-SA-07

SECTION 1. APPLICATION. Property owner ("Owner") NOVA OCALA REAL ESTATE LLC whose complete mailing address is 14387 SW 18TH PL OCALA FL 34481-3802, hereby requests through payment of the application fee and completion of this application, Marion County Utilities ("County") extend and provide service to its utility system ("System") set forth in this Agreement ("Agreement") to the following subject/initiating parcel(s):

Table with 3 columns: Parcel ID Number, Use (Structure Type), Number of Units. Row 1: 8010-0952-06, Single Family Residence, 1

SECTION 2. BENEFITTING LOT(S). Owner entering into this Agreement with County proposes to extend service line ("Line") as depicted on the map attached herein as "Exhibit 1." Line will extend past unserved lot(s), including any future division of said lot(s) ("Benefitting Lot(s)") and it is Owner's responsibility to construct same in its entirety unless conditions of Section 3 apply. Benefitting Lot(s) parcels are below:

Table with 3 columns: PARCEL IDENTIFICATION NUMBER OF PROPOSED BENEFITTING LOT(S). Rows: 8010-0952-01, 8010-0952-02, 8010-0952-03; 8010-0952-04, 8010-0952-05, 8010-0946-16; 8010-0947-01, Intentionally blank, Intentionally blank

When total Line construction cost ("Total Cost") is certified by Owner to County, County shall attempt to notify each Benefitting Lot owner, and generate an Addendum to this Agreement for the purpose of identifying and reimbursing Owner for partial reimbursement of Owner's share of construction for a period not to exceed seven (7) years. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Line. Owner waives and/or is not eligible for Reimbursement from any Benefitting Lot(s) N/A (Initial)

SECTION 3. WATER MAIN EXTENSIONS FOR MARION OAKS OR SILVER SPRINGS SHORES PARCELS ONLY. With regard to Marion Oaks or Silver Springs Shores, the Board of County Commissioners has authorized County staff to design construction plans, and manage FDEP permit application in support of water Line extensions. Owner shall select to accept or reject such County assistance. Ultimately, Owner is responsible for all aspects of design and/or construction, including obtaining the right-of-way permit if option #1 below is rejected. Owner is directly responsible for all contractor's construction costs if option #2 below is selected.

- 1. Owner [X] accepts or [ ] rejects County design of Line extension in support of this application.
2. Owner [X] accepts or [ ] rejects County construction/bidding services of Line in support of this application.

I agree to enter into an agreement for connection and service to the County's Utility System, and be bound fully by the provisions of County's Utility Service Territory, Availability, Concurrence and Extension Rules, and County's Land Development Code (latest version), and confirm receipt of terms and conditions attached hereto as "Exhibit 2" for the subject parcel(s) identified in the attached sketch as "Exhibit 1." Parties executing this application are fully authorized to bind Owner and agree to indemnify County for damages County may incur because of false representation in this Agreement. Owner hereby accepts all terms and conditions and County requirements, unless Owner withdraws this application. To withdraw this application, Owner must send written notice executed in the same manner as this application by United States mail, postage prepaid, certified mail, return receipt requested, to: Director, Marion County Utilities, 11800 S US HWY 441, Belleview, FL 34420.



Certified A True Copy of 4 page document this 16 day of May 20 20 DAVID R. ELLSPERMANN Clerk of Court and Comptroller D.C.

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 05/05/2020 09:11:34 AM
FILE #: 2020046335 OR BK 7183 PGS 1041-1044
REC FEES: \$35.50 INDEX FEES: \$0.00

**SECTION 4. PERMISSION TO CONNECT.** County hereby grants Owner rights to connect one (1) equivalent residential connections ("ERCs") into County's System on parcels listed in Section 1 above.

ACCEPTED AND AGREED TO BY THE OWNER:

OWNER: NOVA OCALA REAL ESTATE LLC

Manuelle Flores  
[Signature] 1/23/20  
Printed Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

WITNESS:

[Signature]  
John Alexander Lerazo 1/23/20  
Printed Date

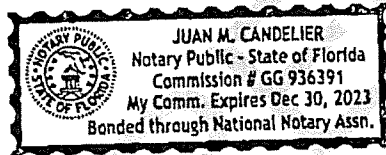
[Signature]  
YANID RUINONES  
Printed Date

BY A REPRESENTATIVE

STATE OF FLORIDA, COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 23<sup>rd</sup> day of JAN, 2020 by MANUEL D. FLORES (name) as PARTNER (capacity/title) for NOVA OCALA REAL ESTATE LLC.

(SEAL)



[Signature]  
Signature of Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

ATTEST:

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

[Signature] 3/10/2020  
David R. Ellspermann, Clerk

[Signature] March 10, 2020  
Kathy Bryant, Chairman Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

[Signature] 2-26-2020  
for Matthew G. Minter, County Attorney Date

AGREEMENT NUMBER  
20-SA-07



**"EXHIBIT 2"**  
**TERMS AND CONDITIONS TO UTILITY SERVICE LINE EXTENSION and PERMIT AGREEMENT**

The following terms and conditions apply to this Agreement:

- (1) Marion County Code
- (2) Marion County Land Development Code
- (3) Marion County Rate Resolutions and Ordinances
- (4) The issuance of this permit creates no vested rights and shall not be construed as a guarantee of service capacity. County may permit connections to its System only if it may lawfully do so and 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 makes no other representation or agreement as to the availability of service in connection with development of the property described in this permit. The permittee expressly agrees it shall have no claim or cause of action against County for its observance of any such permit, license, restriction, injunction, moratorium or denial of permission to connect its Service Lines into County's System. By acceptance of this permit, the permittee hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from or as a result of County's refusal to allow the permittee to connect to County's System for the reason that connection would violate such permit, license, restriction, injunction, moratorium or denial of permission to connect.
- (5) This permit shall be valid for a period of five (5) years from the date of issuance hereof in accordance with the provisions of this Agreement, or as it may be amended from time to time, and the validity hereof may be extended upon payment of the applicable rates, fees and charges of County. Failure to pay said fees at the time and in the manner provided by County shall cause this permit to expire. Once connection is made and service is provided to the property covered by this permit, this document shall become a customer service agreement applicable to the provision of service to the property covered hereunder in accordance with its terms for so long and at such times said terms and conditions are complied with.
- (6) This permit is transferable in accordance with terms and conditions in this Agreement.
- (7) This permit may be revoked by the County for any of the following reasons: (a) violation or non-compliance with the terms and conditions of this permit; (b) violation or non-compliance with the provisions of this Agreement; (c) misrepresentation of fact in permittee's application; (d) mistake of fact, or; (e) mistake of law.
- (8) The permission to connect granted hereunder is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction for beneficial occupancy of adequate distribution, transmission and treatment facilities at or connected to County's System. Permittee agrees to be responsible for providing for the distribution and transmission facilities in accordance with this Agreement.
- (9) County reserves the right at any time within ninety (90) days after receipt of the payment of capital charges to, for any reason, refund said charges and cancel this permit. Said capital charges shall be non-interest bearing.
- (10) Customer hereby grants and gives County the exclusive right or privilege to construct, own, maintain, and operate the facilities in, under, over and across the property up to and including the point of connection. Permittee, as part of the easement hereby further agrees that the foregoing grants include necessary right of ingress and egress to any part of the property; that the foregoing grants shall be perpetual.
- (11) Customer, its tenant(s), its successors and assigns agree to pay to County for monthly service within thirty (30) days after statement is rendered by County all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, County may, in its sole discretion, terminate service as to the Customer.

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### Detail by Entity Name

Florida Limited Liability Company  
NOVA OCALA REAL ESTATE, LLC

**Filing Information**

<b>Document Number</b>	L19000102142
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<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**

8330 SW 136TH STREET  
OCALA, FL 33473

**Mailing Address**

8330 SW 136TH STREET  
OCALA, FL 33473

**Registered Agent Name & Address**

MOCTEZUMA, MARLON M  
8330 SW 136TH STREET  
OCALA, FL 33473

**Authorized Person(s) Detail**

**Name & Address**

Title MGR

FLORES, MANUELLE D  
8330 SW 136TH STREET  
OCALA, FL 34473

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	06/30/2020

**Document Images**

<a href="#">06/30/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2019 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>