

**This instrument prepared by:**

Mark W. Thomas, P.E.  
Marion County Utilities  
11800 SE US Highway 441  
Bellevue, FL 34420

**Record and Return to:**

Marion County Utilities  
11800 SE US Highway 441  
Bellevue, FL 34420

**MARION COUNTY, FLORIDA  
WATER AND WASTEWATER SYSTEM  
UTILITY AGREEMENT**

**CONTRACT NO. 22- 02**

By and Between

**MARION COUNTY,  
A Political Subdivision of the State of Florida**

and

**DEVELOPER,  
Florida Department of Transportation ("FDOT")  
An Executive Agency of the State of Florida**

**DECEMBER 2022**

**MARION COUNTY  
WATER AND WASTEWATER SYSTEM  
STANDARD DEVELOPER'S SERVICE  
AGREEMENT**

**CONTRACT NO. 22- 02**

THIS MARION COUNTY WATER AND WASTEWATER SYSTEM STANDARD DEVELOPER'S SERVICE AGREEMENT CONTRACT NO. 22- 02 is made and entered into this \_\_\_\_\_, 2022 (the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County"); and
- Florida Department of Transportation, an executive agency of State of Florida ("Developer").

**WHEREAS:**

- A. Developer owns certain real property in Marion County more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property").
- B. County, through "Marion County Utilities," provides Utility Services to portions of Marion County.
- C. The laws and regulations of County require that, before the Property can be connected to County's Utility Systems, the Developer is required to enter into a service agreement
- D. In order for Developer to connect to County's Utility Systems, it will be necessary for Developer to construct, at Developer's sole expense, On-Site and Off-Site Improvements pursuant to this Agreement.
- E. County may benefit by Developer's construction of certain On-Site and Off-Site Improvements through utilization thereof to extend the area in which the County is able to provide Utility Services. In furtherance thereof, County desires for certain On-Site and Off-Site Improvements to be oversized, in order that Unallocated Capacity may be available for future Customers outside of the Property. And, pursuant to this Agreement, County will reimburse Developer the cost differential for oversizing certain Improvements.
- F. County is willing to allow Developer to connect to County's Utility System, and provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, Utility Services for the Property as set forth in this Agreement.

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

1. **Recitals.** The provisions of the Whereas clauses set forth above are true and correct and form a material part of this Agreement.
2. **Definitions.** The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - 2.1. *Agreement* – This Marion County Water and Wastewater System Standard Developer’s Service Agreement, Contract No. 22- 02, as it may be subsequently amended, modified, or supplemented.
  - 2.2. *Capital Charges* – The Water Capital Charges and the Wastewater Capital Charges as set forth in the County Code. The present Water Capital Charge is \$1,659.00 per ERC and the present Wastewater Capital Charge is \$3,844.00 per ERC, which computes to a combined total Capital Charge of \$5,503.00 per ERC.
  - 2.3. *Contractor* – The contractor who will be constructing the Developer Improvements on behalf of Developer.
  - 2.4. *County Code* – The Code of Ordinances of Marion County, Florida, including the Marion County Land Development Code.
  - 2.5. *Customer* – A retail customer of one or more of the Utility Services, regardless of whether the customer is the owner of the Parcel to which the Utility Services are provided, a tenant of such Parcel or has such other interest in the Parcel that entitles it to receive Utility Services.
  - 2.6. *Developer Improvements* – The totality of On-Site and Off-Site Improvements contemplated by this Agreement.
  - 2.7. *Developer’s Plans* – The improvement plans, site plans, or similar documents evidencing Developer’s proposed development of the Property pursuant to applicable provisions of the County Land Development Code (LDC).
  - 2.8. *Developer’s Engineer* – The Florida-registered Professional Engineer retained by Developer to represent Developer with respect to Developer’s interests under this Agreement and whom is responsible for providing all engineering services necessary for successful implementation of the On-Site and Off-Site Improvements. The Developer’s Engineer is currently WGI, Inc., 3111 W. Dr. Martin Luther King Jr. Boulevard, Suite 375 Tampa, FL 33607. Developer may change the Developer’s Engineer for the work to be performed on behalf of such party, by providing written notice thereof to the other party.
  - 2.9. *Equivalent Residential Connection or ERC* – The average daily flows for water and wastewater of a detached single-family residential unit as set forth in the County Code. At the Effective Date, the Level of Service (LOS) for an ERC of water is 400 gallons per day and for wastewater it is 200 gallons per day.
  - 2.10. *FDOT* – The Florida Department of Transportation.
  - 2.11. *Governmental Authorities* – All governmental entities bodies, agencies, or similar bodies with jurisdiction over the applicable Wastewater Facilities or Water Facilities including,

without limitation, the Florida Department of Environmental Protection (“FDEP”), the Florida Department of Health in Marion County, and County.

- 2.12. *Internal Distribution System* – The potable water distribution system located on the downstream side of the Service Meter that supplies water to buildings and fixtures within the Property.
- 2.13. *King Manhole* – The service manhole directly connected to a Lift Station which serves as the connection point of the wastewater collection system directly upstream from the lift station.
- 2.14. *Lift Station* – The new Off-Site Lift Station used to transmit wastewater from the Property to the County Utility System.
- 2.15. *Off-Site* – Indicative of being located outside of the Property.
- 2.16. *Off-Site Improvements* – The totality of the Off-Site Wastewater Improvements and the Off-Site Water Improvements.
- 2.17. *Off-Site Wastewater Improvements* – The Off-Site Wastewater Pre-Processing System, manholes, gravity sewer, King Manhole, Lift Station, six-inch (6-inch) force main, and related appurtenances necessary to convey wastewater from the Property to the County’s Utility System along the route set forth in the attached **Exhibit B**.
- 2.18. *Off-Site Water Improvements* – The new sixteen-inch (16-inch) and twelve-inch (12-inch) water mains and related appurtenances constructed along the route set forth in the attached **Exhibit B** that are necessary to connect to the County’s Utility System in order to provide Water Service to the Property and the Lift Station. The Off-Site Water Improvements include all piping, jack-and-bore crossing of Interstate 75 right of way (ROW), and extension past the eastern boundary of the Property.
- 2.19. *On-Site* – Indicative of being located within the Property.
- 2.20. *On-Site Improvements* – The totality of the On-Site Wastewater Improvements and the On-Site Water Improvements.
- 2.21. *On-Site Wastewater Improvements* – The wastewater collection system that conveys wastewater from the Property to the Point of Service of the Off-Site Wastewater Improvements.
- 2.22. *On-Site Water Improvements* – The new twelve-inch (12-inch) water main, Point of Service, service meter and backflow assembly, Internal Distribution System, fire hydrants, and related appurtenances to be constructed on the Property in order to provide Water Service to the Property.
- 2.23. *Parcel* – Any parcel of land including a platted lot, unplatted parcel, or other division of real property.
- 2.24. *Plans and Specifications* – The documents and drawings to be prepared by Developer’s Engineer for the On-Site Improvements and the Off-Site Improvements in sufficient detail for construction.

- 2.25. *Point of Service (Wastewater)* – The manhole located directly outside the Property Boundary into which the On-Site gravity sewer system shall connect in order to convey wastewater from the Property to the Lift Station as depicted by attached **Exhibit C**.
- 2.26. *Point of Service (Water)* – The connection point for the Service Meter and backflow assembly to the On-Site 12-inch water main as depicted by attached **Exhibit D**.
- 2.27. *Reimbursable Costs* – The construction costs incurred by Developer in connection with oversizing certain On-Site and Off-Site Improvements as further set forth in **Section 20.3** of this Agreement.
- 2.28. *Reimbursement* – The payment to be paid by County to Developer pursuant to **Section 20.3** of this Agreement.
- 2.29. *Service Meter* – the device located at the Developer’s Point of Service (Water) that measures potable water usage in volumetric units, records of which are used as the basis for determining monthly service charges.
- 2.30. *Successor Titleholder* – successor in title to Developer as to the Property or any Parcel thereof.
- 2.31. *Unallocated Capacity* – Additional capacity that is not necessary for Developer’s Utility Services, but is made available through County’s requested oversizing of certain On-Site Improvements and Off-Site Improvements pursuant to this Agreement. Unallocated Capacity shall be owned by and remain under County control at all times.
- 2.32. *Utility Service* – The readiness and ability on the part of County to furnish potable water service and wastewater service to the Property.
- 2.33. *Utility Systems* – One or more of County’s Wastewater Facilities and Water Facilities.
- 2.34. *Wastewater Capital Charge* – The wastewater capital charge presently set forth in Section 19-187 of the County Code including the transmission and treatment components thereof. Such components are presently \$660.00 for transmission and \$3,184.00 for treatment per ERC, for a total current Wastewater Capital Charge of \$3,844.00 per ERC.
- 2.35. *Wastewater Facilities* – All wastewater collection, transmission, treatment, and effluent disposal facilities, including all interceptors, lines, pipes, manholes, meters, pumps, force mains, and appurtenant equipment necessary for County to provide wastewater service capacity in accordance with County rules and regulations.
- 2.36. *Water Capital Charge* – The water capital charge presently set forth in Section 19-187 of the County Code including the transmission and treatment components thereof. Such components are presently \$702.00 for transmission and \$957.00 for treatment per ERC, for a total current Water Capital Charge of \$1,659.00 per ERC.
- 2.37. *Water Facilities* – All water distribution, transmission, including all pipes, lines, meters, couplings, water mains and appurtenant equipment necessary for County to provide water service capacity in accordance with County rules and regulations.

3. **Easement and Right of Access.**

- 3.1. Developer hereby grants County the exclusive right or privilege to own, maintain, and operate the On-Site 12-inch water main, including the Point of Service and the Service Meter. Said Improvements are generally located within an existing 50-foot wide right of way known as "Parcel 8000" that is more particularly described by Exhibit E. Developer hereby further agrees that the foregoing grant includes the necessary right of ingress and egress to any part of the Property as necessary to maintain or operate said Improvements pursuant to the bills of sale or grants of easement to be provided to County pursuant to this Agreement.
- 3.2. Developer hereby grants County the exclusive right or privilege to own, maintain, and operate the Off-Site Improvements. Developer further agrees to assist COUNTY to obtain Off-Site easements as necessary for placement of the Off-Site Improvements, by providing sketches and descriptions, such easements being more particularly described by Exhibit F.

4. **Provision of Service; Payment of Rates.**

- 4.1. Upon the accomplishment of all the obligations contained in this Agreement to be performed by Developer, County covenants and agrees that it will allow the connection of the Developer Improvements installed under this Agreement to the County Utility Systems 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 the Florida Department of Environmental Protection. County agrees that once it provides Utility Services to the Property, and Developer, or others have connected to the Utility System, that thereafter, County will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, Utility Services to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the County Utility Systems. If there is any express conflict between the terms of this Agreement and the County Code, the County Code will prevail, but only as to issues over which the County has jurisdiction as to the Developer.
- 4.2. Developer agrees that when obtaining new Utility Services on the Property, the Developer shall timely and fully pay all then applicable Capital Charges at the rates then in effect, prior to issuance by County of any building permit for the construction of any new structure on the Property together with the monthly rates, fees, and charges to County, and otherwise fully comply with County's rules, regulations, and ordinances applicable to the provision of Utility Services.
- 4.3. Developer agrees to pay County for monthly Utility Services and all other charges as and when required by the County Code or its rules and regulations concerning County's Utility Systems.
- 4.4. Developer's monthly water usage will be converted to Developer's monthly wastewater usage at a one-to-one ratio. County reserves the right to evaluate wastewater flow from the Property in the event that operations indicate sustained additional flow beyond the amount indicated by potable water usage. Upon determination that the wastewater flows are being increased due to malfunctioning of the On-Site wastewater collection system, e.g. via storm water inflow or groundwater infiltration, Developer shall implement remedial improvements to correct the source of excess wastewater flow.

- 4.5. The obligations of Developer under **Sections 4.2 and 4.3** shall run with the title to the Property and each Parcel thereof, and shall terminate, as to Developer, or, as to each Successor Titleholder, when a Parcel of the Property is conveyed to a Successor Titleholder, and shall thereafter bind such Successor Titleholder until it again conveys such Parcel to a new Successor Titleholder.

5. **Design, Review, Construction, Inspection and Conveyance of Facilities.**

- 5.1. To induce County to provide Utility Services to the Property, Developer agrees to pay for the design, permitting, and construction of, the On-Site and Off-Site Improvements pursuant to the terms set forth by this Agreement. The design and construction of the On-Site and Off-Site Improvements shall be in accordance with all applicable rules, regulations, and utility standards.
- 5.2. Developer, through Developer's Engineer, shall prepare engineering Plans and Specifications for the On-Site and Off-Site Improvements in accordance with sound engineering practices and County's utility standards for the preparation of such Plans and Specifications. Developer shall provide to County, and County shall review, engineering Plans and Specifications of the type and in the form as prescribed by County, for the Developer Improvements.
- 5.2.1. Developer shall seek County approval of its Plans and Specifications for the On-Site and Off-Site Improvements to the extent that the County has jurisdiction over the Developer's Plans.
- 5.2.2. County will advise Developer's Engineer of any requirements mandated by County's utility standards for the preparation of such Plans and Specifications. Construction of the On-Site and Off-Site Improvements shall not commence until County has approved such Plans and Specifications in writing.
- 5.2.3. After County has approved the Plans and Specifications for the On-Site and Off-Site Improvements, Developer's Engineer shall obtain, on County's behalf, all permits necessary for the construction thereof. County shall assist Developer's Engineer by providing necessary information and executing permit applications as applicable.
- 5.2.4. Developer shall pay Developer's Engineer for preparing the Plans and Specifications for the On-Site and Off-Site Improvements and obtaining the permits therefor.
- 5.3. After the Plans and Specifications for the On-Site and Off-Site Improvements have been approved by all applicable Governmental Authorities, and all permits have been issued by all applicable Governmental Authorities, Developer shall cause to be constructed, at Developer's expense, the On-Site and Off-Site Improvements.
- 5.4. During the construction of the On-Site and Off-Site Improvements, County shall have the right to inspect such installation to determine compliance with the Plans and Specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests required by specifications, good engineering practices, and applicable federal, local, or

state regulations. Complete as-built plans signed and sealed by a Florida-registered Professional Engineer shall be submitted to County upon completion of construction.

5.5. Except as expressly set forth in **Section 20**:

5.5.1. Developer's construction of the On-Site and Off-Site Improvements, or funding of the On-Site and Off-Site Improvements, does not and will not result in County waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer. County shall not be obligated for any reason whatsoever nor shall County pay any interest or rate of interest upon the Developer Improvements.

5.5.2. 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 Water Facilities or Wastewater Facilities and properties of County, and all prohibitions applicable to Developer with respect to no refund of Developer Improvements, no interest payment on such Developer Improvements and otherwise, are applicable to all persons or entities.

5.6. No Customer of Utility Services shall be entitled to offset any bill or bills rendered by County for such Utility Services against the costs of the Developer Improvements.

6. **Availability of Right of Way; Evidence of Title.**

6.1. The Developer shall be responsible to confirm that existing right of way is available to support the construction and placement of the Off-Site Improvements along the route depicted by attached **Exhibit B** except where Developer has identified that easements necessary for same.

7. **Ownership of Facilities.**

7.1. On-Site Improvements:

7.1.1. Developer agrees with County that the totality of the On-Site Wastewater Improvements, up to the Wastewater Point of Service, and the portion of the On-Site Water Improvements that consists of the Internal Distribution System, including the backflow assembly, shall at all times remain in the complete and exclusive ownership of Developer.

7.1.2. Developer agrees with County that the On-Site Water Improvements, including the Point of Service and the Service Meter, but excluding the Internal Distribution System, shall at all times remain in the complete and exclusive ownership of County. County may utilize the 12-inch water main crossing through the Property in furtherance of providing Utility Services to other Customers located outside of the Property. Any person 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 County Improvements, or any part of them, for any purpose, including the furnishing of Utility Services to other persons or entities located beyond the limits of the Property.



7.2. Off-Site Improvements:

- 7.2.1. Developer agrees with County that the totality of the Off-Site Improvements shall at all times remain in the complete and exclusive ownership of County. County may utilize the Off-Site Improvements in furtherance of providing Utility Services to other Customers located outside of the Property.

8. **Application of Rules, Regulations, and Rates.** County may establish, revise, modify and enforce rules, regulations and rates covering the provision of Utility Services to Customers on the Property. Such rules, regulations and rates are subject to the approval of the Board of County Commissioners of Marion County, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. County will charge rates to Customers located on the Property pursuant to County's Unified Rate Structure, as such structure may be amended from time to time by County. 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 Utility Services provided to the Property by County unless any such rules or regulations exceed the County's authority over Developer. County, subject to the terms herein, reserves the right to set rates, fees and charges for the provision of treated effluent in accordance with the authority vested in County and shall have the right to modify such rates from time to time. No actions by County under this **Section 8** shall adversely affect Developer's rights to reimbursement under **Section 20**.
9. **Permission to Connect Required.** Developer, or any Successor Titleholder, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to, the County Utility Systems until payment is received for such connection and approval for such connection has been granted by County, such approval not to be unreasonably withheld.
10. **Binding Agreement; Assignments by Developer.** This Agreement shall be binding upon and shall inure to the benefit of Developer, Successor Titleholders, County, and their respective assigns and successors by merger, consolidation, or conveyance. Except as set forth in **Section 20.5**, this Agreement shall not be sold, conveyed, assigned, or otherwise disposed of by Developer without the written consent of County first having been obtained; County agrees not to unreasonably withhold such consent.
11. **Notices.**
- 11.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this Section:

11.1.1. If to County:

Jody C. Kirkman, P.E., Director of Environmental Services  
11800 SE US Hwy. 441  
Bellevue, FL 34420  
Email: [Jody.Kirkman@marionfl.org](mailto:Jody.Kirkman@marionfl.org)

11.1.1.1. With a copy to:

Marion County, Office of the County Administrator  
601 SE 25th Avenue  
Ocala, FL 34471  
Email: [CountyAdministrator@marionfl.org](mailto:CountyAdministrator@marionfl.org)

11.1.2. If to Developer:

Director of Transportation Operations  
Florida Department of Transportation  
719 South Woodland Boulevard  
DeLand, FL 32720  
Email: [Charles.Heffinger@dot.state.fl.us](mailto:Charles.Heffinger@dot.state.fl.us)

11.1.2.1. With a copy to:

Megan Owens, FDOT District 5 Consultant Project Manager  
719 South Woodland Boulevard, MS 542  
DeLand, FL 32720;  
Email: [Megan.Owens@dot.state.fl.us](mailto:Megan.Owens@dot.state.fl.us)

11.2. Each such Communication shall be deemed delivered:

11.2.1. On the date of delivery if by personal delivery;

11.2.2. On the date of email transmission if by email (subject to **Section 11.5**); and

11.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

11.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

11.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

11.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

11.5. Concerning Communications sent by email:

11.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;

11.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns;

- 11.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
  - 11.5.4. Any email that generates a “read receipt” sent by the recipient’s email system shall be deemed delivered to the recipient.
  - 11.5.5. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
  - 11.5.6. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.
- 12. **Survival of Covenants.** The rights, privileges, obligations and covenants of Developer and County shall survive the completion of the work of Developer with respect to the Developer Improvements, and the provision of Utility Services by County to the Property.
- 13. **Entire Agreement; Amendments; Applicable Law; Attorney’s Fees.** This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and County, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and 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 and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances and resolutions of County and it shall be and become effective immediately upon execution by all parties hereto. Excepting the indemnification obligations set forth below, in the event that any party to this Agreement is required to enforce this Agreement by court proceedings, by instituting suit or otherwise against the other, then each party agrees to be responsible for its own costs and attorney’s fees.
- 14. **Disclaimers; Limitations on Liability.**
  - 14.1. STATUS.
    - 14.1.1 THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.
    - 14.1.2 BOTH PARTIES ARE GOVERNMENTAL ENTITIES WITH LIABILITY AND IMMUNITY GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES. NOTHING IN THIS AGREEMENT, INCLUDING ANY OBLIGATION TO INDEMNIFY, IS INTENDED TO EXTEND THE LIABILITY OF EITHER PARTY OR TO WAIVE THE IMMUNITY ENJOYED BY EITHER PARTY BEYOND THE LIMITS OF §768.28, FLORIDA STATUTES. ANY PROVISION OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28, FLORIDA STATUTES, OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS PROVIDED IN §768.28, FLORIDA STATUTES, SHALL BE CONSIDERED VOID.
  - 14.2. INDEMNIFICATION.
    - 14.2.1 UP UNTIL THE DATE OF CONVEYANCE TO THE COUNTY OF ALL DEVELOPER IMPROVEMENTS TO BE CONVEYED PURSUANT TO THIS

AGREEMENT, AND ONLY TO THE LIMITS SET FORTH IN §768.28, FLORIDA STATUTES, DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS COUNTY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST COUNTY BY REASON OF ANY NEGLIGENCE ON THE PART OF DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE COUNTY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING.

14.2.2 NOTWITHSTANDING THE FOREGOING AND ONLY TO THE LIMITS SET FORTH IN §768.28, FLORIDA STATUTES, DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS COUNTY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST COUNTY BY REASON OF ANY NEGLIGENCE ON THE PART OF DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF ASSOCIATED WITH THE DEVELOPER IMPROVEMENTS; OR ANY FAILURE ON THE PART OF DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE COUNTY BY REASON OF ANY SUCH OCCURRENCES. DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING.

14.2.3 PROVIDED FURTHER, HOWEVER, WITH RESPECT TO THIS SECTION 14.2, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR NEGLIGENT CONDUCT OF THE COUNTY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE.

14.3 FORCE MAJEURE.

14.3.1 (COUNTY). COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE TO 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 DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH 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 COUNTY AND WHICH BY EXERCISE OF DUE DILIGENCE COUNTY IS UNABLE TO OVERCOME.

14.3.2 FORCE MAJEURE (DEVELOPER). THE PROVISIONS OF **SECTION 0** SHALL ALSO APPLY AS TO ANY ACTION, REQUIREMENT OR OBLIGATION OF DEVELOPER UNDER THIS AGREEMENT, EXCEPT ALL REFERENCES IN SUCH SECTION TO "COUNTY" SHALL BE DEEMED TO REFER TO "DEVELOPER," AND ALL REFERENCES THEREIN TO "DEVELOPER" SHALL BE DEEMED TO REFER TO "COUNTY."

14.4 DISCLAIMER OF THIRD PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE 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 PARTY 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, 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 REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE COUNTY IN CONNECTION WITH THE COUNTY'S UTILITY 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.

15. **Covenant Not to Engage in Utility Business.** 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 Utility Services to the Property during the period of time County, its successors and assigns, provide any Utility Service to the Property, or, to Parcels outside of the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under such provision and also under other provisions of this Agreement County shall have the sole and exclusive right and privilege to provide Utility Services

to the Property and to the occupants of each residence, building or unit constructed thereon as well as to Parcels outside of the Property.

16. **Recordation.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Marion County, Florida at the expense of Developer.
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 affected. To that end, this Agreement is declared severable.
18. **Capacity.** No specific reservation of water or wastewater capacity is granted by County under this Agreement except as specifically set forth in **Section 20.2** below.
19. **Arms-Length Transaction.** All parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of any party by virtue of the preparation, drafting, or negotiation of this Agreement.
20. **Special Conditions.** Notwithstanding any other provisions of this Agreement, the following Special Conditions are mutually agreed between Developer and County. In the event of a conflict between this **Section 20** and the rest of this Agreement, **Section 20** shall control.

#### 20.1. **Design, Permitting, and Construction**

20.1.1. Design and Permitting. Developer is responsible for completing design and permitting of all On-Site and Off-Site improvements.

##### 20.1.2. Prosecution of the Work.

20.1.2.1. Developer shall be responsible for constructing, at Developer's expense, all On-Site improvements beyond the Points of Service, including the Internal Distribution System and the On-Site Wastewater Collection System.

20.1.2.2. Developer shall be responsible for, at Developer's expense, all work necessary for decommissioning and demolition of the existing wastewater treatment facility and water treatment facility on the Property. Developer shall be solely responsible for adherence to Regulatory Agency requirements and conditions for same.

20.1.2.3. Developer shall be responsible for, at Developer's expense, all On-Site demolition work.

20.1.2.4. County shall be responsible for administering construction of, at Developer's expense, the Off-Site Water Improvements, the Off-Site Wastewater Improvements up to the Point of Service, and the On-Site Water Improvements up to and including the Point of Service (the County-Administered Construction). The County-Administered Construction does not include any demolition or decommissioning work.

- a. County shall install a tee, valve, and plug at the Point of Service for Water. Developer shall be responsible for constructing and connecting the Service Meter and backflow preventer assembly as part of Developer's construction of the Internal Distribution System.
- 20.1.3. Bidding of County-Administered Construction. Developer shall provide County with a complete bid package, to include 100% construction plans, specifications, required permits, and any other document necessary for successful bidding of the County-Administered Construction. Developer's Engineer shall respond to requests for additional information and prepare addenda as necessary for bidding. The County shall advertise the project to qualified contractors and provide a written recommendation to Developer for selection of the contractor who submitted the lowest responsive bid within ten (10) business days. Developer shall provide written approval of County's recommendation for contractor selection or Developer's objections thereto within ten (10) business days.
- 20.1.4. Contracting Authorization for County-Administered Construction. Upon selection of a qualified Contractor, County shall be authorized to enter into contract with the contractor for construction of County-Administered Construction on Developer's behalf. Contract requirements shall conform to the County's standard construction contract conditions.
- 20.1.5. Escrow Account for County-Administered Construction. Prior to County entering into contract with the selected contractor, Developer shall deposit funds equal to the bid amount plus an additional 10% construction contingency into an escrow account. County shall be authorized to make regular payment from the escrow account to the contractor for the County-Administered Construction.
  - 20.1.5.1. County shall notify Developer of each draw from and resulting balance of the escrow account.
  - 20.1.5.2. Developer shall be responsible for costs that exceed escrowed funds. However, Developer shall be entitled to seek other remedies, such as design modifications, to mitigate excess costs.
  - 20.1.5.3. After construction has been completed and all payments have been made, Developer shall be entitled to any balance remaining in the escrow account.
- 20.1.6. Schedule for County-Administered Construction. Developer shall notify County no later than 90 days prior to the desired start date of the County-Administered Construction.
- 20.1.7. Assistance during County-Administered Construction. At Developer's expense, Developer's Engineer shall assist County as necessary during County's construction administration.
- 20.1.8. Closeout of County-Administered Construction. At Developer's expense, Developer shall retain engineering services necessary for certifying facilities,

closing permits, and preparation of record drawings for the County-Administered Construction.

20.2. Capacity.

- 20.2.1. Based on reasonable and sound engineering analysis, Developer estimates that wastewater flow from and potable water demand for the Property will not exceed 40,000 gallons per day (GPD) on an annual average basis.
- 20.2.2. Developer shall be required to purchase **100** ERCs representing 40,000 GPD of water service capacity at a total cost of \$165,900.00. Attached hereto as **Exhibit G** are supporting calculations for the Water Capital Charge determination.
- 20.2.3. Developer shall be required to purchase **200** ERCs representing 40,000 GPD of wastewater service capacity at a total cost of \$768,800.00. Attached hereto as **Exhibit H** are supporting calculations for the Wastewater Capital Charge determination.
- 20.2.4. Water and Wastewater Capital Charges shall be paid by Developer to County no later than 90 days prior to the start of County-Administered Construction.
- 20.2.5. County reserves the right to reevaluate Capital Charges upon any future improvements to Property or the adjacent south-bound rest area following completion of the improvements contemplated herein.

20.3. Reimbursement to Developer. County shall provide a one-time Reimbursement to Developer pursuant to the following:

20.3.1. Reimbursable Costs. For purposes of this Agreement, the following costs shall be deemed "Reimbursable Costs."

20.3.1.1. The actual and reasonable construction costs incurred by Developer in connection with the following:

- a. County requests the water main be oversized from the required size to meet the demands of the development (8-inch diameter) to 16-inch diameter from the connection at SW 49<sup>th</sup> Avenue, extending east to the southwest corner of Property 35623-004-00 as shown on **Exhibit I**; oversized from 8-inch diameter to 12-inch diameter from the southwest corner of Property 35623-004-00 to the Developer's Point of Service; and a 12-inch diameter water main extended eastward from the Developer's Point of Service to approximately 70 feet east of the eastern Property boundary of the North-Bound Rest Area. The increase in cost due to the County's request shall be reimbursed by County to Developer.
- b. County requests the On-Site water main be installed in 30-inch diameter steel casing under all paved areas within the Property.
- c. County requests the Off-Site Lift Station be increased in depth from 15.42 feet to 25 feet, the discharge header piping oversized



from 4-inch diameter to 6-inch diameter, and pumping capacity increased from 115 gallons per minute to 180 gallons per minute to maintain flow velocity of 2 feet per second. The request to oversize the Off-Site Lift Station is based upon considerations for extending wastewater service to the surrounding area as shown in **Exhibit J**. The increase in cost due to the County's request shall be reimbursed by County to Developer.

- d. County requests the Off-Site Force Main be oversized from 4-inch diameter to 6-inch diameter from the Off-Site Lift Station to the Off-Site force main connection. The increase in cost due to the County's request shall be reimbursed by County to Developer.

20.3.1.2. Unit reimbursable costs for oversizing shall equal differences in bid prices per linear-foot or per-unit for such items corresponding to sizes suitable for Developer's needs and items oversized as requested by County. This shall apply to all items, materials, and appurtenances necessary to accommodate County's requested oversizing.

- a. In order to obtain bid prices to develop unit reimbursable costs, an Alternate Bid consisting of sizing suitable for Developer's needs shall be issued with the bid package.
- b. Qualified contractors shall be required to enter pricing for the bid representing the project with County's requested oversizing and enter pricing for the alternate bid representing sizing suitable for Developer's needs.
- c. The difference between pricings as provided by the selected contractor shall be the basis for determining unit reimbursable costs.

20.3.1.3. Reimbursable costs for extensions not required for Developer to serve Property but requested by County shall be determined at Contractor's unit prices for same.

20.3.2. **Reimbursable Amount.**

20.3.2.1. Upon completion of the County-Administered Construction, County shall determine the amount to be reimbursed to Developer for the requested oversizing and extending pursuant to **Section 20.3.1.1**. The reimbursable amount shall be based upon installed quantities.

20.3.2.2. County shall notify Developer of the proposed amount to be reimbursed and the basis thereof. Developer shall review the proposed reimbursement within thirty (30) days of County's notification. If Developer objects to the amount, it shall provide written notice of such objection, together with the basis of such objection, and shall consider any additional information submitted by County within fifteen (15) days of such submittal; such process shall continue until the Determination Request is either approved or finally rejected.

- 20.3.2.3. County agrees that, commencing with the Effective Date of this Agreement, and continuing to the date that is one (1) year after completion of the County-Administered Construction, County's books and records with respect to the construction of such improvements shall be open to reasonable inspection and review by Developer, and Developer shall have the right to review in full all such County books and records as necessary to verify the Reimbursable Amount.
- 20.3.3. Reimbursement Payment to Developer. Reimbursable costs shall be paid by County to Developer via acceptable financial instrument. County shall pay such Reimbursements to Developer within thirty (30) days of Developer's acceptance of the proposed reimbursable amount.
- 20.4. Wastewater Pre-Processing System. Due to the anticipated nature of wastewater flow from the Property, County shall require Developer to install within County right of way, a Wastewater Pre-Processing System. The pre-processing system shall provide for fine grinding, cutting, and maceration of solids and fibrous materials contained within the wastewater stream prior to discharge into the Off-Site Lift Station. The system shall be pre-treat all wastewater conveyed by Developer from the Property to the Off-Site Lift Station. The Wastewater Pre-Processing System shall be owned and maintained by the County. Developer is entitled to no Reimbursement or other payment for this system.
- 20.5. Assignment.
- 20.5.1. All obligations of Developer or any Successor Titleholder under this Agreement shall be deemed assigned to any Successor Titleholder as to the Parcel of the Property conveyed to such Successor Titleholder. Each such Successor Titleholder shall be bound only by the obligations of Developer insofar as they apply to the Parcel owned by the Successor Titleholder. Developer shall have no further obligations under this Agreement after it has conveyed title to all of the Property.
- 20.5.2. Developer may assign all rights and obligations under this Agreement, including the Reimbursements as follows:
- 20.5.2.1. Any such assignment shall be in writing, shall specifically referring to this Agreement (including the recording information thereof), shall be signed by Developer (in connection with the assignment of the rights and obligations), shall be signed by the assignee (in connection with the assumption of Developer's obligations), shall be recorded in the Public Records, and shall be otherwise in form and substance acceptable to County in its reasonable discretion.
- 20.5.2.2. If Developer assigns such rights and obligations prior to the date that Developer completes the Off-Site Improvements and Lift Station Improvements, the assignment shall be conditioned upon the written approval of County, which shall not be unreasonably withheld.
- 20.5.3. Any assignment by Developer or any Successor Titleholder under this Section shall relieve the assigning party from all obligations under this Agreement that arise or are to be performed following the date of assignment.

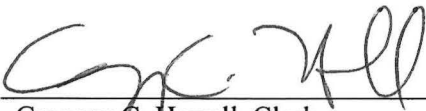
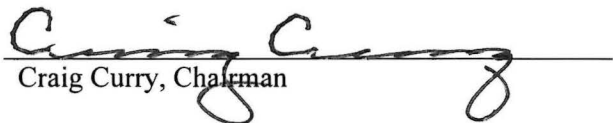
20.6. No Precedent. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of actions to be performed by Developer for any other utility system extensions that may hereafter be required by Developer and which are not presently conferred by this Agreement.

**THEREFORE**, Developer and 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:**

**COUNTY**

BOARD OF COUNTY COMMISSIONERS OF  
MARION COUNTY, FLORIDA

  
\_\_\_\_\_  
Gregory C. Harrell, Clerk  
\_\_\_\_\_  
Craig Curry, Chairman

December 20, 2022

Date

December 20, 2022

Date

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

BCC APPROVED

ACCEPTANCE DATE: December 20, 2022

  
\_\_\_\_\_  
FOR: Matthew Guy Minter, County Attorney

11/29/2022

Date

**DEVELOPER**

DIRECTOR OF TRANSPORTATION  
DEVELOPMENT  
DISTRICT 5, FDOT

By: \_\_\_\_\_  
C. Jack Adkins

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2022,  
by \_\_\_\_\_ of \_\_\_\_\_, on behalf of such  
company.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
(Please print or type)

Commission Number:  
Commission Expires:

Notary: Check one of the following:

- ☐ Personally known OR  
☐ Produced Identification (if this box is checked, fill in blanks below).  
Type of Identification Produced: \_\_\_\_\_

**DEVELOPER**

DISTRICT FIVE OFFICE OF THE  
GENERAL COUNSEL

By: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY**

**Tax Parcel ID # 35610-010-00** described as follows:

SEC 14 TWP 16 RGE 21

THAT PART OF S1/2 OF SW1/4 EX S 25 FT & EX I-75 R/W  
LYING E OF & WITHIN 950 FT OF I-75 SURVEY LINE; SURVEY  
LINE DESC. AS: BEG ON S LINE OF SEC 178.30 FT E OF SW  
COR THENCE N0°22'02"E 1582.25 FT TO STA 1962+50.00  
THENCE CONTINUE N0°22'02"E 100 FT FOR END OF SURVEY LINE

**Tax Parcel ID # 35699-013-03** described as follows:

SEC 23 TWP 16 RGE 21

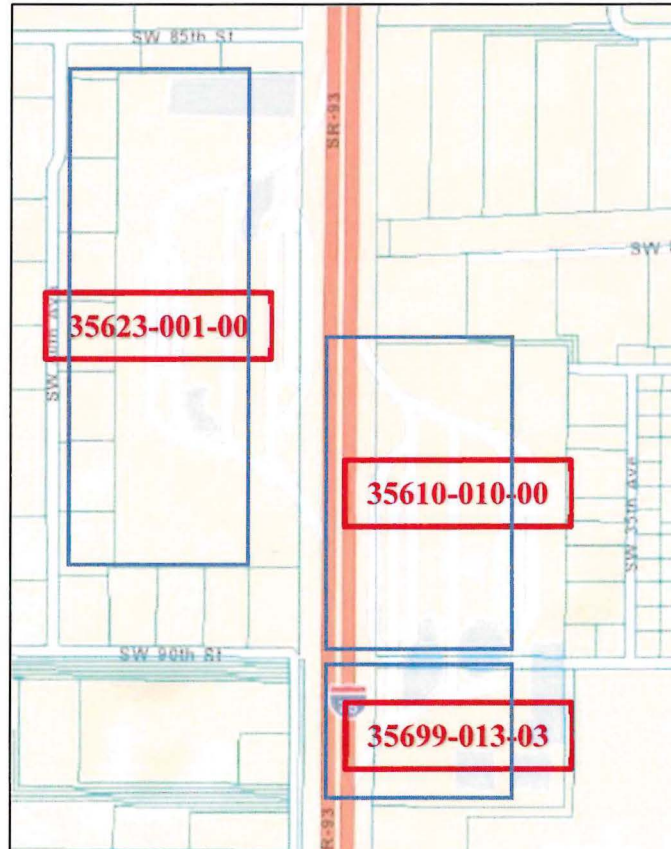
COM 178.30 FT E OF NW COR FOR POB S 600 FT  
E 950 FT N 600 FT W 950 FT TO POB EX RD R/W

**Tax Parcel ID # 35623-001-00** described as follows:

SEC 15 TWP 16 RGE 21

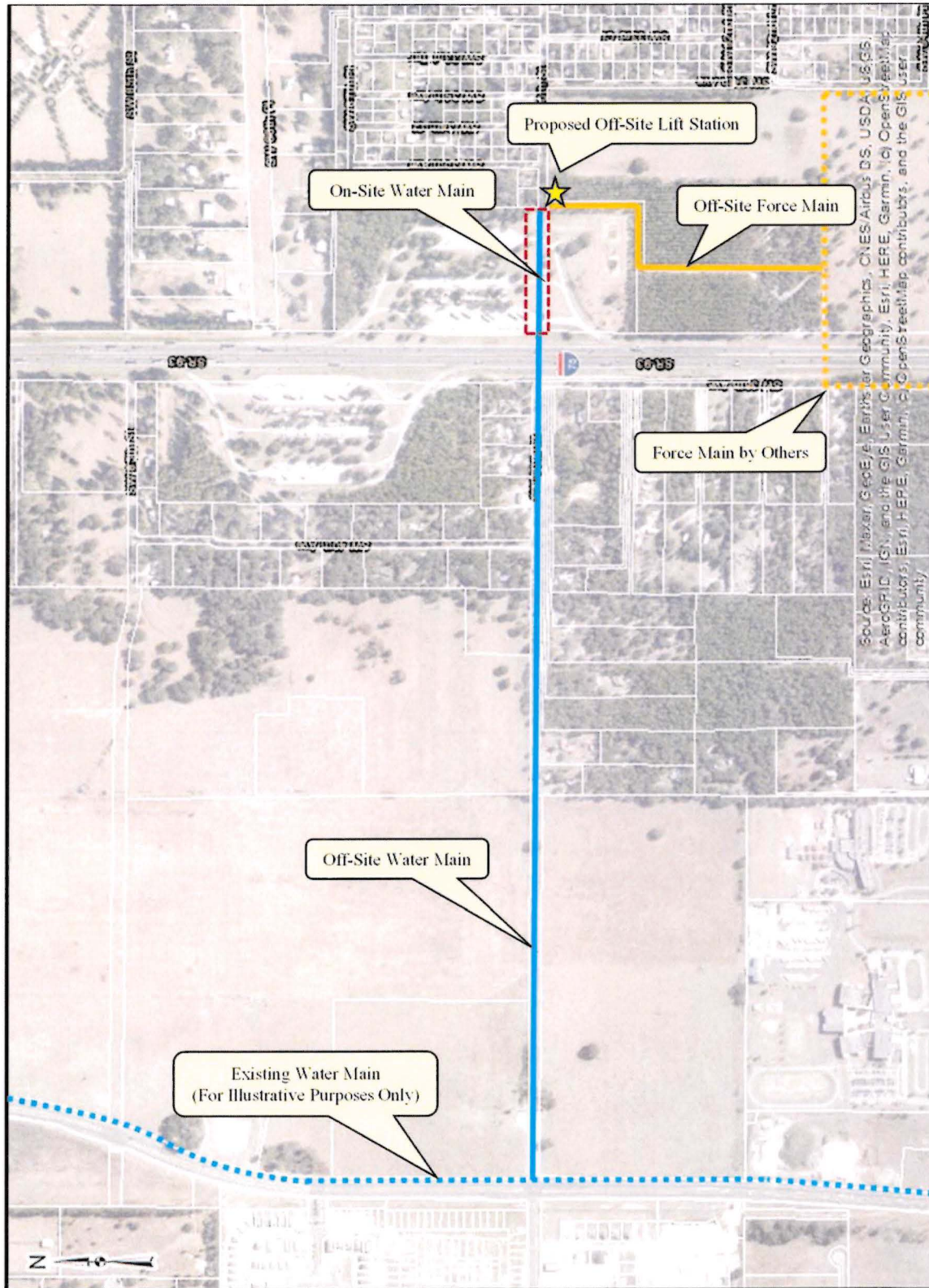
BEG 382.25 FT N OF SE COR N 89-37-58 W 771.30 FT TH  
N 00-22-02 E 2050 FT TH S 89-37-58 E 771.30 FT TH S TO POB  
TRACT A - WAYSIDE PARK

**TAX MAP DEPICTING THE FOREGOING**



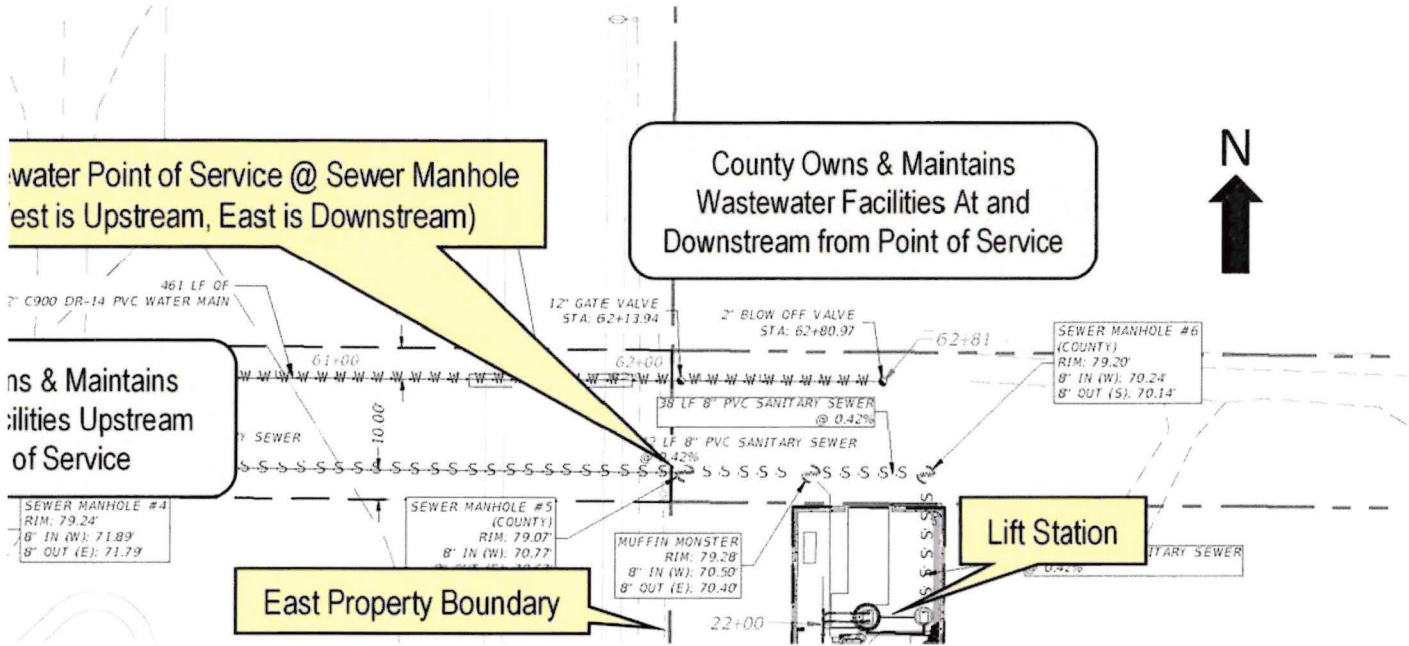


**EXHIBIT B**  
**ROUTE OF OFF-SITE AND ON-SITE IMPROVEMENTS**



**EXHIBIT C**

**DEVELOPER AND COUNTY OWNERSHIP OF WASTEWATER COLLECTION SYSTEM AT POINT OF SERVICE**





er Owns & Maintains Internal Distribution  
m Downstream from Point of Service

Water / Water Point of Service

8" MASTER METER  
TAILS ON SHEET AC-1231

45° BEND

8" 45 BEND

Internal Distribution System

NCASED IN 30" STEEL  
UNDER PAVEMENT

12" x 6" TEE

54+00

55+00

56+00

57+00

58+00

12" GATE VALVE  
STA: 54+39.66

8" GATE VALVE  
STA: 55+52.63

MASTER METER

SEWER MANHOLE #3  
RIM: 8'  
4" IN (SW): 79.06  
8" IN (N): 77.18  
6" OUT (E): 73.10

6" GATE VALVE  
STA: 57+02.31

STD HYDRANT ASSEMBLY

69 LF 24" Concrete Pipe

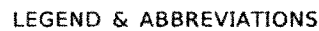
On-Site 12" Water Main

24" OUT (N): 74.30  
24" OUT (S): 74.30

County Owns & Maintains Water Facilities Upstream  
from Point of Service, Including Master Water Meter

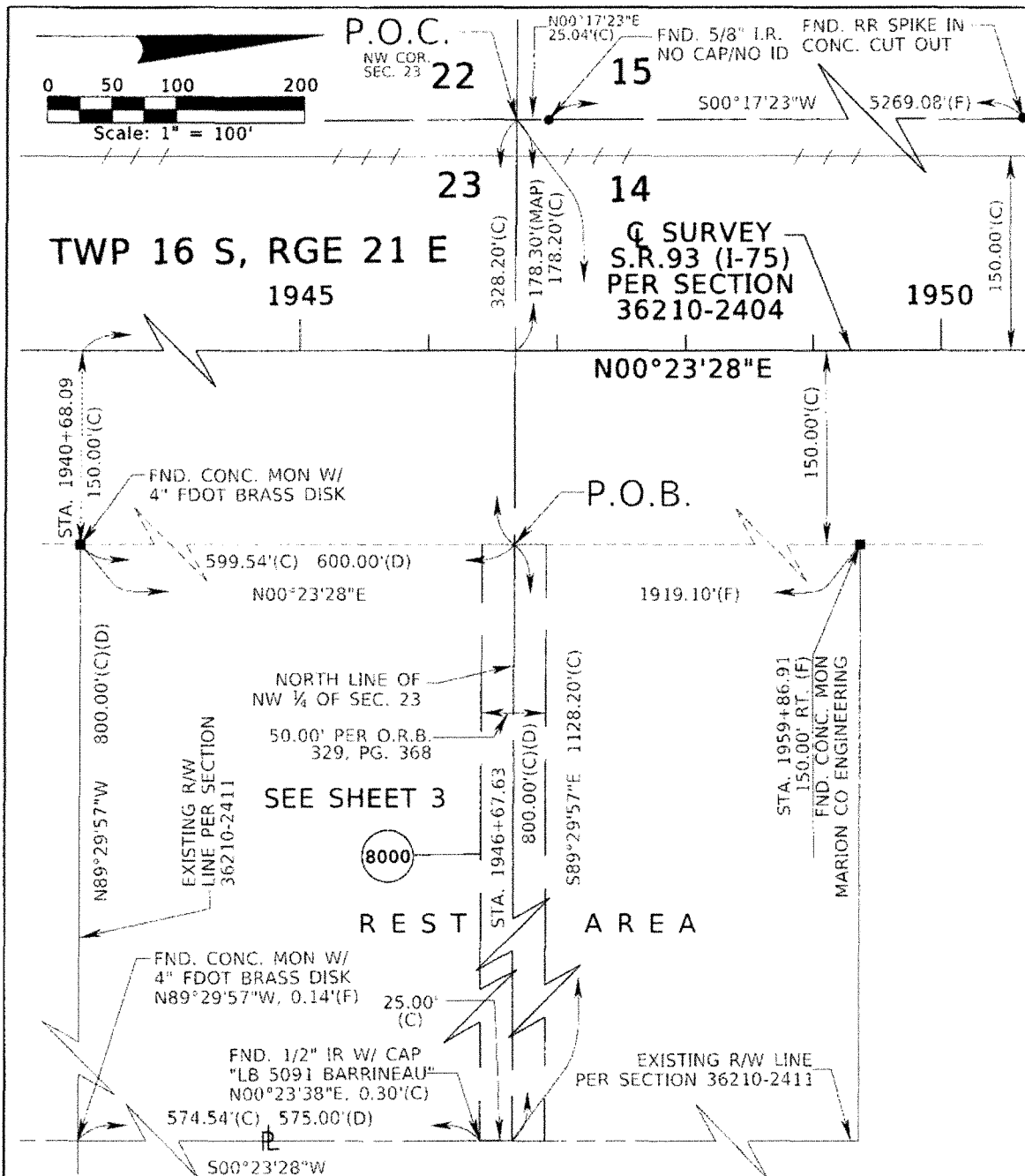
# SKETCH OF DESCRIPTION FOR PARCEL 8000

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH OF DESCRIPTION WAS PREPARED TO GRAPHICALLY ILLUSTRATE THAT PORTION OF THE F.D.O.T. REST AREA R/W FOR THE PURPOSE OF THE F.D.O.T. TO PROVIDE RIGHT OF WAY EASEMENT, PARCEL 8999.
3. THE SKETCH OF DESCRIPTION IS SUPPORTED BY A RIGHT OF WAY MAP, SECTION 36210-2411 FOR SR 95 (I-75). COPIES OF THE RIGHT OF WAY MAP ARE FILED IN THE SURVEYING AND MAPPING UNIT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE OFFICE, DELAND, FLORIDA.
4. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN AND REFERENCED TO THE CENTERLINE OF I-75, BEARING NORTH 00°23'28" EAST.
5. UNLESS OTHERWISE NOTED ALL THE DATA DESIGNATED AS (F) IS TAKEN FROM THE RIGHT OF WAY MAP REFERENCED IN GENERAL NOTE No. 3 ABOVE.
6. ALL RECORDED PLATS, OFFICIAL RECORD BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
7. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



AC	=	ACRE	N.T.S.	=	NOT TO SCALE
B	=	BASELINE	N.V.A.	=	NON VEHICULAR ACCESS LINE
CB	=	CHORD BEARING	OR	=	OFFICIAL RECORD
COM.	=	COMMERCIAL	O.R.B.	=	OFFICIAL RECORD BOOK
CONC.	=	CONCRETE	PG	=	PAGE
COR.	=	CORNER	PK	=	PARKER PALON
C	=	CENTERLINE	PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
Q	=	CALCULATED	P	=	PROPERTY LINE
C.M.	=	CONCRETE MONUMENT	(P)	=	PLAT
C.R.	=	COUNTY ROAD	P.B.	=	PLAT BOOK
D	=	DEGREE	P.C.	=	POINT OF CURVE
(D)	=	DEED	P.C.U.	=	POINT OF COMPOUND CURVE
D.B.	=	DEED BOOK	I.S.	=	POINT OF INTERSECTION
D.E.	=	DRAINAGE EASEMENT	P.O.B.	=	POINT OF BEGINNING
EXIST.	=	EXISTING	P.O.C.	=	POINT OF COMMENCEMENT
EASMT	=	EASEMENT	P.O.T.	=	POINT ON TANGENT
E.D.E.	=	EASTERN DRAINAGE EASEMENT	P.P.C.	=	POINT OF PIVOTAL CURVE
A	=	CURVE DELTA ANGLE	P.T.	=	POINT OF TANGENCY
FND	=	FOUND	R	=	RADIUS
(FI)	=	FIELD	RES.	=	RESIDENCE
F.P.	=	FINANCIAL PROJECT	RGE	=	RANGE
F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION	RT.	=	RIGHT
F.P.	=	IRON PIPE	R/W	=	RIGHT OF WAY
I.R. & C.	=	IRON ROD AND CAP	SEC.	=	SECTION
L	=	LENGTH OF CURVE	SF	=	SQUARE FEET
LB	=	LICENSED BUSINESS	S.R.	=	STATE ROAD
L.T.	=	LEFT	SRD	=	STATE ROAD DEPARTMENT
LTA	=	LIMITED ACCESS	STA.	=	STATION NUMBER
L.O.C.	=	LIMITS OF CONSTRUCTION	T	=	TANGENT
MAINT.	=	MAINTENANCE	TWP.	=	TOWNSHIP
(MAP)	=	DATA SHOWN ON FOOT SURV MAP SEC. 36,212-2611	T.B.	=	TANGENT BEARING
NO.	=	NUMBER	T.L.T.	=	TRUSTEES OF THE NATIONAL INSTRUMENT TRUST FUND
N/A	=	NOT APPLICABLE	U.E.	=	UTILITY EASEMENT
N.O.	=	NAIL & DISK			

			FLORIDA DEPARTMENT OF TRANSPORTATION			
			SKETCH OF DESCRIPTION - NOT A SURVEY			
			STATE ROAD NO. 93		MARION COUNTY	
			BY	DATE	PREPARED BY: DIST. 5 SURVEYING & MAPPING 210 S. WOODLAND BLVD DELAND, FL 33720	DATA SOURCE SEE GENERAL NOTES
REV. RD. SEC. & PAR. ROAD	W. MURPHY	1-28-22	DRAWN	W. MURPHY	03/09/22	SECTION 36210-2411
REVISION	BY	DATE	CHECKED	CAMPANILE	03/22/22	
						SHEET 1 OF 4

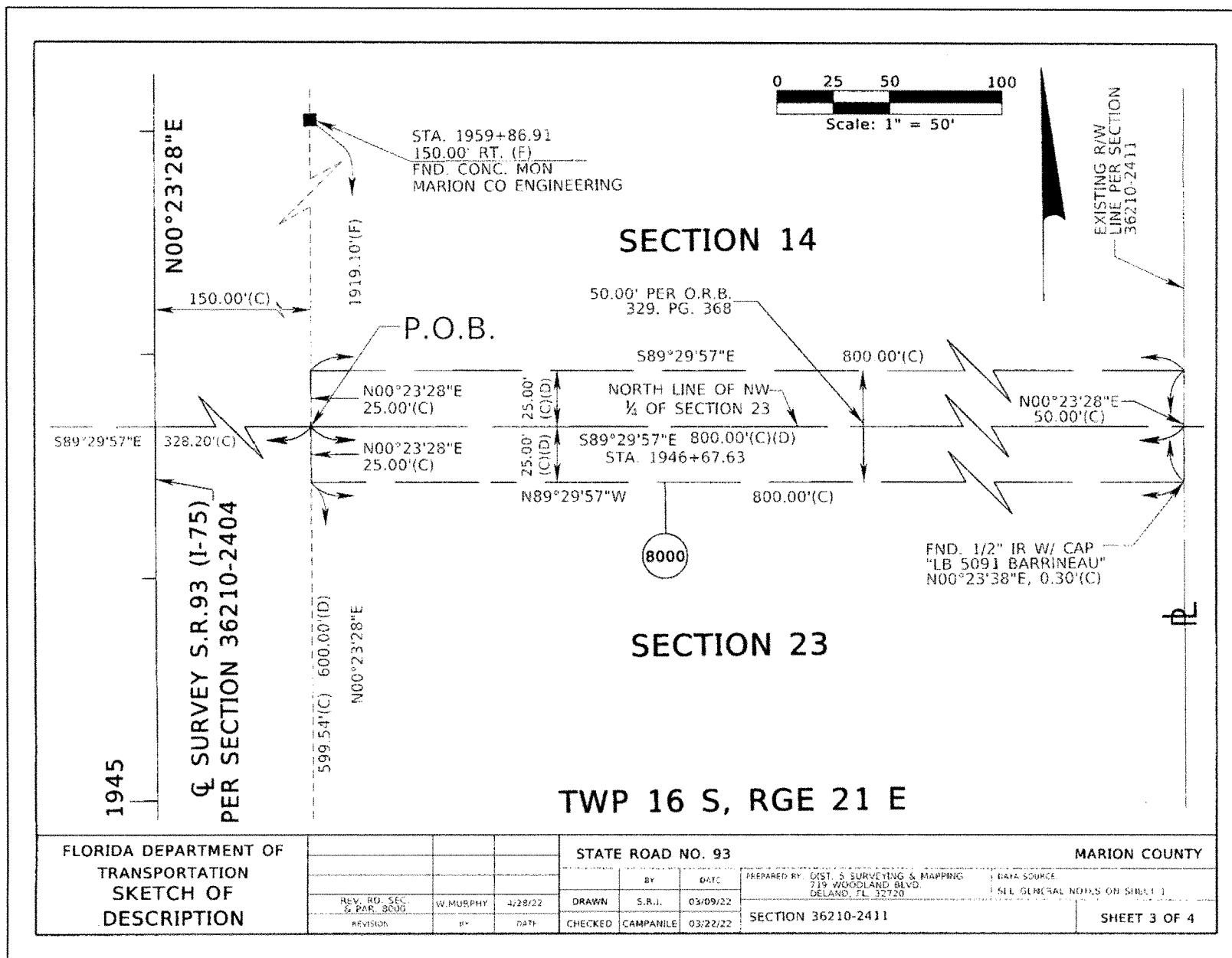


**FLORIDA DEPARTMENT OF TRANSPORTATION  
SKETCH OF DESCRIPTION PARCEL 8000**

**STATE ROAD NO. 93**

**MARION COUNTY**

REV. NO. SEC. & PAR. 8000	W. MURPHY	4/28/22	DRAWN	S. R. J.	03/09/22	PREPARED BY: DIST. 3 SURVEYING & MAPPING 719 S. WOODLAND BLVD. DELAND, FL. 32720	DATA SOURCE: SEE GENERAL NOTES ON SHEET 1
RELATION	BY	DATE	CHECKED	CAMPANILE	03/22/27	SECTION 36210-2411	SHEET 2 OF 4



# PARCEL 8000

That part of:

The South 25.00 feet of the Southwest one-quarter of Section 14, Township 16 South, Range 21 East, Marion County, Florida;

AND

The North 25.00 feet of the Northwest one-quarter of Section 23, Township 16 South, Range 21 East, Marion County, Florida;

Described as follows:


COMMENCE at the Northwest corner of Section 23, Township 16 South, Range 21 East, Marion County, Florida; thence South 89°29'57" East along the North line of the Northwest one-quarter of said Section 23, a distance of 328.20 feet to the intersection with a line parallel with and 150.00 feet Easterly of, when measured perpendicular to, the centerline of survey of State Road 93 (Interstate Highway 75) as shown on Florida Department of Transportation (formerly State Road Department) Right of Way Maps for State Road 93 (Interstate Highway 75), Section 36210-2404 and the POINT OF BEGINNING; thence departing said North line, run South 00°23'28" West, along said line 25.00 feet; thence departing said line South 89°29'57" East, parallel with and 25.00 feet southerly of, when measured perpendicular to, the aforementioned North line of the Northwest one-quarter of said Section 23 a distance of 800.00 feet to an intersection with the existing right of way line of State Road 93 (Interstate Highway 75) as shown on Florida Department of Transportation (formerly State Road Department) Right of Way Maps for State Road 93 (Interstate Highway 75), Section 36210-2411 said line being parallel with and 950.00 feet Easterly of, when measured perpendicular to, the aforementioned centerline of survey of State Road 93 (Interstate Highway 75); thence North 00°23'28" East along said existing right of way line 50.00 feet to a point on a line parallel with and 25.00 feet northerly of, when measured perpendicular to, the aforementioned North line of the Northwest one-quarter of said Section 23; thence departing said existing right of way line North 89°29'57" West along said line 800.00 feet to an intersection with the aforementioned line parallel with and 150.00 feet Easterly of, when measured perpendicular to, the centerline of survey of State Road 93 (Interstate Highway 75); thence South 00°23'28" West along said line 25.00 feet to the POINT OF BEGINNING.

CONTAINING 0.918 acres, more or less.

## CERTIFICATION:

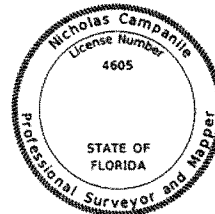
I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ATTACHED SKETCH OF DESCRIPTION OF PARCEL 8000 IS TRUE, ACCURATE, AND PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

  
NICHOLAS CAMPANILE  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 4605  
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE  
719 S. WOODLAND BLVD.  
DELAND, FL. 32720

DATE:

5/10/22



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NICHOLAS CAMPANILE, PSM #4605, ON 03/22/22.

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				SKETCH OF DESCRIPTION - NOT A SURVEY			
				STATE ROAD NO. 93		MARION COUNTY	
REV. RD SEC & PAR 8000	W. MURPHY	4/28/22	DRAWN	W. MURPHY	03/09/22	PREPARED BY DIST. 5 SURVEYING & MAPPING 719 S. WOODLAND BLVD DELAND, FL. 32720	DATA SOURCE SEE GENERAL NOTES ON SHEET 1
REVISION	BY	DATE	CHECKED	CAMPANILE	03/22/22	SECTION 36210-2411	
						SHEET 4 OF 4	

**EXHIBIT F**  
**OFF-SITE EASEMENTS**

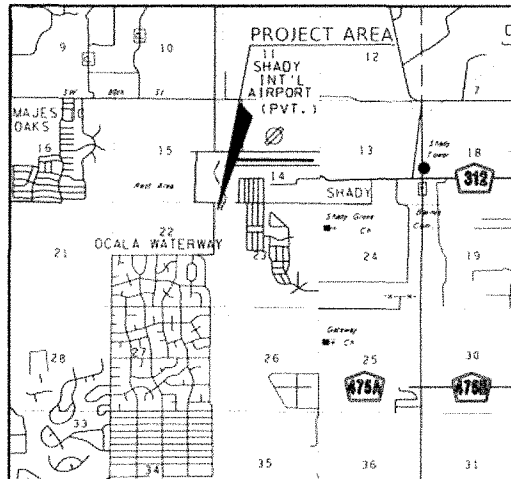
# SKETCH OF DESCRIPTION FOR EASEMENTS

SECTION 23, TOWNSHIP 16 SOUTH, RANGE 21 EAST

## GENERAL NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH OF DESCRIPTION WAS PREPARED TO GRAPHICALLY ILLUSTRATE THOSE PORTIONS OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 6691, PAGE 347, WHICH CONTAINS THE PROPOSED EASEMENTS FOR A SANITARY LIFT STATION AND UTILITIES, AS DESCRIBED AND GRAPHICALLY DEPICTED HEREON.
3. THE SKETCH OF DESCRIPTION IS SUPPORTED BY A RIGHT-OF-WAY MAP, SECTION 36210-2411 FOR SR 93 (I-75). COPIES OF THE RIGHT-OF-WAY MAP ARE FILED IN THE SURVEYING AND MAPPING UNIT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE OFFICE, DELAND, FLORIDA.
4. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN AND REFERENCED TO THE CENTERLINE OF I-75 BEARING NORTH 00°23'28" EAST.
5. UNLESS OTHERWISE NOTED ALL THE DATA DESIGNATED AS (PI) IS TAKEN FROM THE RIGHT-OF-WAY CONTROL SURVEY REFERENCED IN GENERAL NOTE NO. 3 ABOVE.
6. ALL RECORDED PLATS, OFFICIAL RECORD BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
7. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

(VICINITY MAP)



TOWNSHIP 16 SOUTH,  
RANGE 21 EAST  
MARION COUNTY

## LEGEND & ABBREVIATIONS

AC	= ACRE	N.T.S.	= NOT TO SCALE
B	= BASELINE	N.V.A.L.	= NON VEHICULAR ACCESS LINE
CB	= CHORD BEARING	OR	= OFFICIAL RECORD
COM.	= COMMERCIAL	O.R.B.	= OFFICIAL RECORD BOOK
CONC.	= CONCRETE	PG.	= PAGE
COR.	= CORNER	PK.	= PARKER KALON
CL	= CENTERLINE	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
(CI)	= CALCULATED	R	= PROPERTY LINE
CM.	= CONCRETE MONUMENT	(PI)	= PLAT
C.R.	= COUNTY ROAD	P.B.	= PLAT BOOK
D	= DEGREE	P.O.B.	= POINT OF BEGINNING
(DI)	= DEED	P.C.	= POINT OF CURVE
D.B.	= DEED BOOK	P.C.C.	= POINT OF COMPOUND CURVE
D.E.	= DRAINAGE EASEMENT	PI	= POINT OF INTERSECTION
EXIST.	= EXISTING	P.O.C.	= POINT OF CURVE
ESMT	= EASEMENT	P.O.T.	= POINT ON TANGENT
E.D.E.	= EXISTING DRAINAGE EASEMENT	P.R.C.	= POINT OF REVERSE CURVE
Δ	= CURVE DELTA ANGLE	P.T.	= POINT OF TANGENCY
FND.	= FOUND	R	= RADIUS
(FI)	= FIELD	REM.	= REMOVE
F.P.	= FINANCIAL PROJECT	RES.	= RESIDENCE
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION	REV.	= REVISE
I.P.	= IRON PIPE	RGE.	= RANGE
I.R. & C.	= IRON ROD AND CAP	RT.	= RIGHT
L	= LENGTH OF CURVE	R.W.	= RIGHT OF WAY
LB	= LICENSED BUSINESS	SEC.	= SECTION
LT	= LEFT	S'	= SQUARE FEET
L.A.	= LIMITED ACCESS	SR	= STATE ROAD
L.O.C.	= LIMITS OF CONSTRUCTION	SAD	= STATE ROAD DEPARTMENT
(MAP)	= DATA SHOWN ON FOOT	STA.	= STATION NUMBER
R.W. MAP SEC. 36210-2411		T	= TANGENT
MAINT.	= MAINTENANCE	TWP.	= TOWNSHIP
NO.	= NUMBER	T.B.	= TANGENT BEARING
N/A	= NOT APPLICABLE	T.I.T.F.	= TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
N&D	= NAIL & DISK	U.E.	= UTILITY EASEMENT

**FLORIDA DEPARTMENT OF TRANSPORTATION**  
**SKETCH OF DESCRIPTION - NOT A SURVEY**

STATE ROAD NO. 93

MARION COUNTY

FILE ACCESS UNIT & REV. SHEET COUNT W. MURPHY 11.02/22

REV. ROAD SECTION W. MURPHY 4.28/22

REVISION 5 DATE

DRAWN W. MURPHY 03/09/22

CHECKED CAMPANILE 3/21/22

DESIGNED BY DIST. 5 SURVEYING & MAPPING, INC. & WOODWARD CLARK DELAND, FL 32723

DATA SOURCE SEE GENERAL NOTES

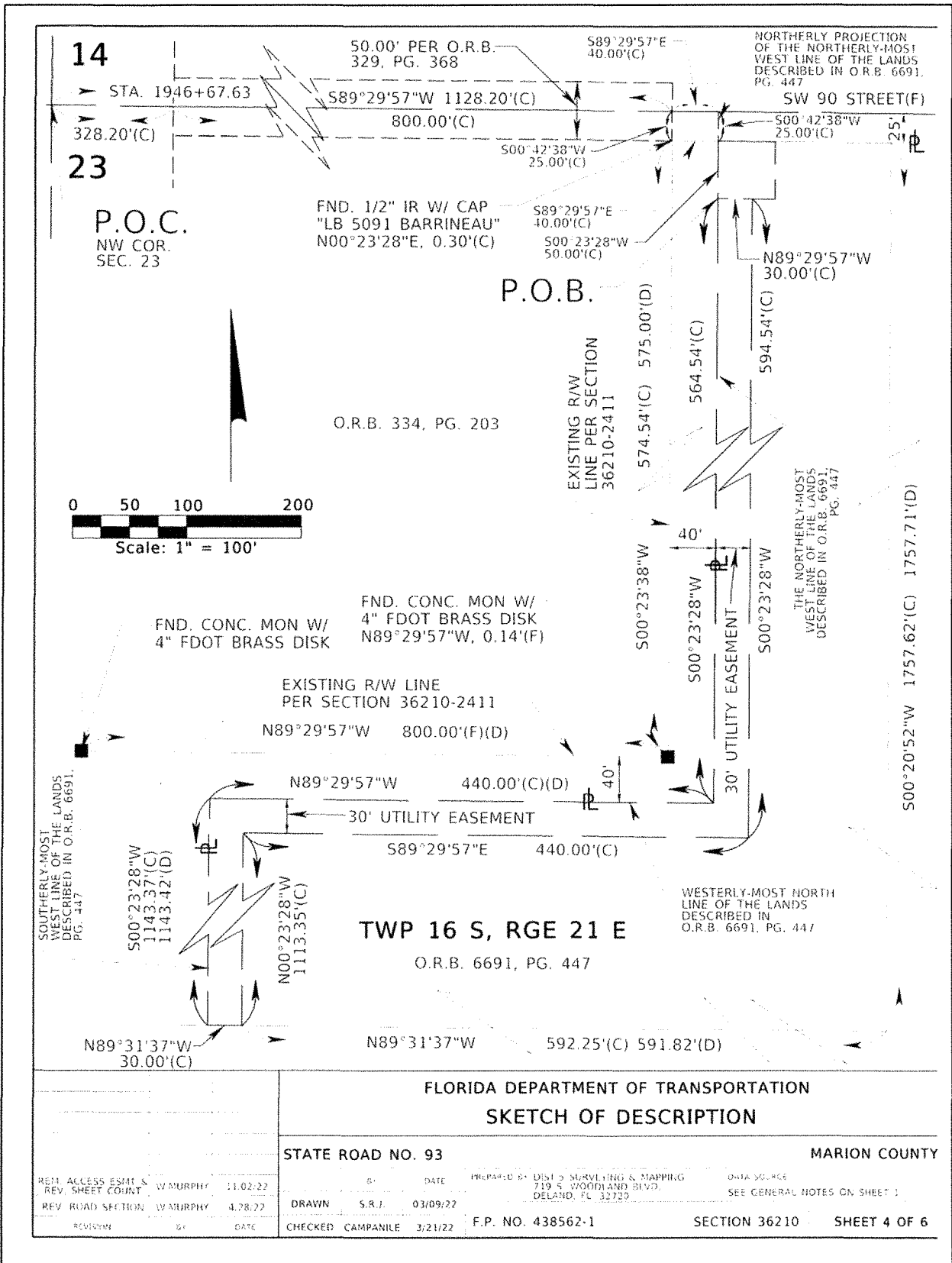
SECTION 36210-2411

SHEET 1 OF 6









# UTILITY EASEMENT

## That part of:

The Northwest one-quarter of Section 23, Township 16 South, Range 21 East, Marion County, Florida;

(Being a portion of the lands described in Official Records Book 6691, Page 447, Public Records of Marion County, Florida.)

Described as follows:

**COMMENCE** at the Northwest corner of Section 23, Township 16 South, Range 21 East, Marion County, Florida; thence South 89°29'57" East along the North line of the Northwest one-quarter of said Section 23, a distance of 328.20 feet to the intersection with a line parallel with and 150.00 feet Easterly of, when measured perpendicular to, the centerline of survey of State Road 93 (Interstate Highway 75) as shown on Florida Department of Transportation (formerly State Road Department) Right of Way Maps for State Road 93 (Interstate Highway 75), Section 36210-2404; thence continue South 89°29'57" East along said North line 840.00 feet to the intersection with the Northerly projection of the Northerly-most West line of the lands described in Official Records Book 6691, Page 447, Public Records of Marion County, Florida; thence, departing said North line, run South 00°23'28" West, along said Northerly projection and along said Northerly-most West line, said line being parallel with and 990.00 feet Easterly of, when measured perpendicular to, the aforementioned centerline of survey of State Road 93 (Interstate Highway 75) a distance of 75.00 feet to the **POINT OF BEGINNING**; thence continue South 00°23'28" West along said Northerly-most West line 564.54 feet to the Westerly-most North line of said lands; thence North 89°29'57" West, parallel with the aforementioned North line of the Northwest one-quarter, 440.00 feet to a point that is 550.00 feet Easterly of, when measured perpendicular to, the aforementioned centerline of State Road 93 (Interstate Highway 75), said point being the Southerly-most Northwest corner of said lands; thence South 00°23'28" West along the Southerly-most West line of said lands 1143.37 feet to the Southwest corner of said lands; thence South 89°31'37" East along the South line of said lands 30.00 feet; thence departing said South line North 00°23'28" East along a line parallel with and 30.00 feet Easterly of, when measured perpendicular to, the aforementioned Southerly-most West line, 1113.35 feet to a point on a line that is 30.00 feet Southerly of, when measured perpendicular to, the aforementioned Westerly-most North line of said lands; thence South 89°29'57" East along said parallel line 440.00 feet to a point on a line that is 30.00 feet Easterly of, when measured perpendicular to, the aforementioned Northerly-most West line of said lands; thence North 00°23'28" East along said parallel line 594.54 feet; thence North 89°29'57" West, parallel with the aforementioned North line of the Northwest one-quarter, 30.00 feet to the **POINT OF BEGINNING**.

CONTAINING 1.479 acres, more or less.

## FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION - NOT A SURVEY

STATE ROAD NO. 93

MARION COUNTY

REV. SHEET COUNT W MURPHY 11.02.22  
REV. ROAD SECTION W MURPHY 4.28.22  
REVISION S1 DATE

DRAWN W MURPHY 03/09/22  
CHECKED CAMPANILE 03/21/22

PREPARED BY DIST. 1, SUB-PART 6, MAPING  
BY S. 20080402 PLVD  
DELAND FL 32223

DATA SOURCE  
SEE GENERAL NOTES ON SHEET 1

SECTION 36210-2411

SHEET 5 OF 6

# LIFT STATION EASEMENT

## That part of:

The Northwest one-quarter of Section 23, Township 16 South,  
Range 21 East, Marion County, Florida;

(Being a portion of the lands described in Official Records Book 6691, Page 447,  
Public Records of Marion County, Florida.)

Described as follows:


**COMMENCE** at the Northwest corner of Section 23, Township 16 South, Range 21 East, Marion County, Florida; thence South 89°29'57" East along the North line of the Northwest one-quarter of said Section 23, a distance of 328.20 feet to the intersection with a line parallel with and 150.00 feet Easterly of, when measured perpendicular to, the centerline of survey of State Road 93 (Interstate Highway 75) as shown on Florida Department of Transportation (formerly State Road Department) Right of Way Maps for State Road 93 (Interstate Highway 75), Section 36210-2404; thence continue South 89°29'57" East along said North line 840.00 feet to the intersection with the Northerly projection of the Northerly-most West line of the lands described in Official Records Book 6691, Page 447, Public Records of Marion County, Florida; thence, departing said North line, run South 00°23'28" West, along said Northerly projection 25.00 feet to the **POINT OF BEGINNING**; thence continue South 00°23'28" West along said Northerly-most West line, said line being 990.00 feet Easterly of, when measured perpendicular to, the aforementioned centerline of survey of State Road 93 (Interstate Highway 75), for a distance of 50.00 feet; thence departing said Northerly-most West line South 89°29'57" East, parallel with the aforementioned North line of the Northwest one-quarter, 50.00 feet; thence North 00°23'28" East 50.00 feet; thence North 89°29'57" West 50.00 feet to the **POINT OF BEGINNING**.

CONTAINING 2500 square feet, more or less.

## CERTIFICATION:

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ATTACHED SKETCH OF DESCRIPTIONS OF THE LIFT STATION EASEMENT AND THE UTILITY EASEMENT ARE TRUE, ACCURATE, AND PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID SKETCH OF DESCRIPTIONS ARE IN COMPLIANCE WITH THE STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

  
NICHOLAS CAMPANILE DATE: 11/13/22  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 4605  
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE  
719 S. WOODLAND BLVD.  
DELAND, FL. 32720



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NICHOLAS CAMPANILE, PSM #4605, ON 11/03/22.

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FLORIDA DEPARTMENT OF TRANSPORTATION			
SKETCH OF DESCRIPTION - NOT A SURVEY			
STATE ROAD NO. 93		MARION COUNTY	
REV. ACCESS ESM1 & REV. SHEET COUNT	W. MURPHY	11/03/22	DATE
REV. ROAD SECTION	W. MURPHY	4/28/22	DATE
REVISION	BY	DATE	CHECKED
			CAMPANILE 3/21/22
SECTION 36210-2411			SHEET 6 OF 6

**EXHIBIT G**  
**WATER CAPITAL CHARGE DETERMINATION**

**DEVELOPER ESTIMATES 40,000 GPD OF WATER CAPACITY IS NEEDED.**

40,000 GPD DIVIDED BY 400 GPD PER ERC = 100 ERCs OF WATER CAPACITY

100 ERCs MULTIPLIED BY \$1,659.00 PER ERC = \$165,900.00

**WATER ERCs TO BE PURCHASED = 100**  
**WATER CAPITAL CHARGE = \$165,900.00**

**EXHIBIT H**  
**WASTEWATER CAPITAL CHARGE DETERMINATION**

**DEVELOPER ESTIMATES 40,000 GPD OF WASTEWATER CAPACITY IS NEEDED.**

40,000 GPD DIVIDED BY 200 GPD PER ERC = 200 ERCs OF WASTEWATER CAPACITY

200 ERCs MULTIPLIED BY \$3,844.00 PER ERC = \$768,800.00

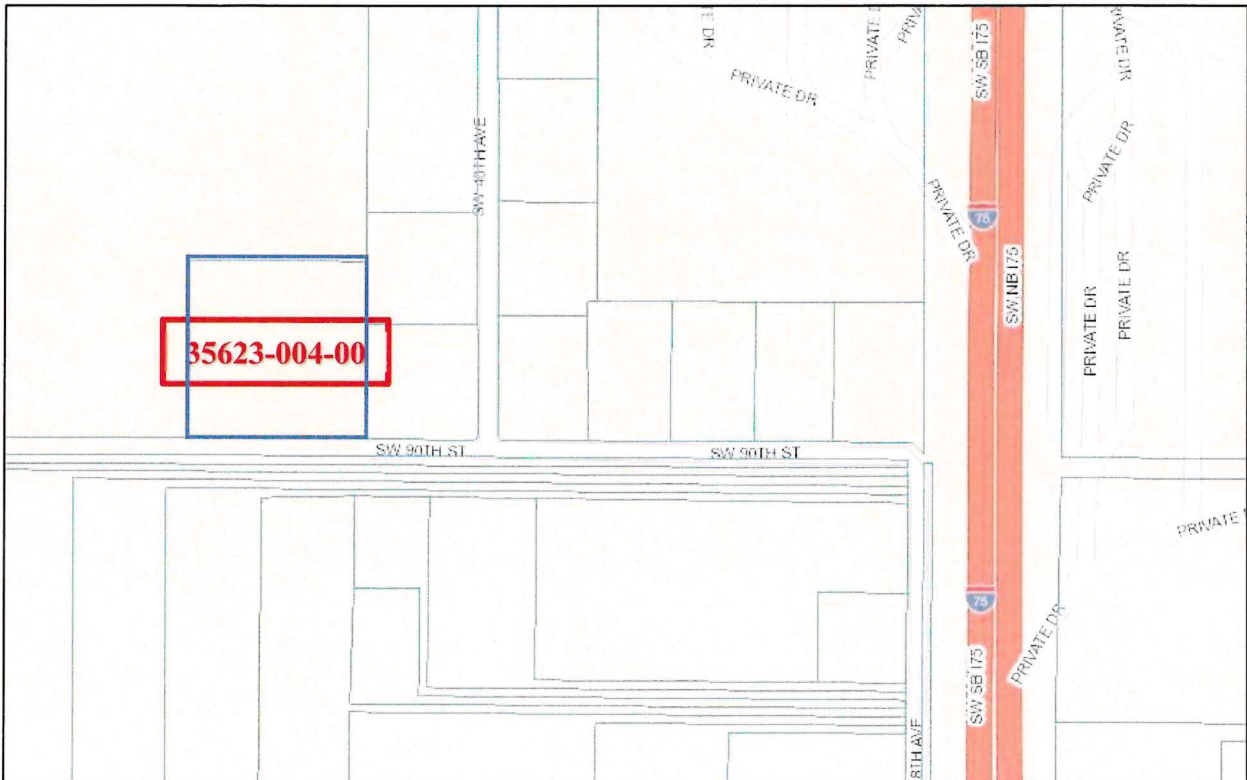
**WASTEWATER ERCs TO BE PURCHASED = 200**  
**WASTEWATER CAPITAL CHARGE = \$768,800.00**

**EXHIBIT I**  
**PARCEL 35623-004-00**

**Tax Parcel ID 35623-004-00 described as follows:**

SEC 15 TWP 16 RGE 21 PROPOSED WATER TREATMENT PLANT SITE DESC AS FOLLOWS:  
COM AT S 1/4 COR OF SEC 15 TH S 89-26-03 E 1317.76 FT TH N 00-20-40 E  
40 FT TO POB TH N 89-26-03 W 417.42 FT TH N 00-20-40 E 417.42 FT TH  
S 89-26-03 E 417.42 FT TH S 00-20-40 W 417.42 FT TO POB.  
Parent Parcel: 35623-000-00

**TAX MAP DEPICTING THE FOREGOING**





# **EXHIBIT J** **BENEFITING SERVICE AREA**

