

**FIRST AMENDMENT TO
MARION COUNTY WATER MAIN EXTENSION
CONNECTION AGREEMENT NO: 21-SA-72-O**

This **FIRST AMENDMENT TO MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 21-SA-72-O** (hereafter "First Amendment") is made and entered into by and between **D32 Invest, LLC.**, a Florida corporation, whose principal address is **7988 Via Dellagio Way Suite 206, Orlando, FL 32819** (hereafter "Owner") and **MARION COUNTY**, a political subdivision of the State of Florida, whose principal address is 601 SE 25th Ave., Ocala, FL 34471 (hereafter "County") (individually "Party," collectively "Parties").

WITNESSETH:

WHEREAS, Owner is the owner of real property located in Marion County, Florida and identified by the Marion County Property Appraiser as Parcel I.D. **8005-0844-03** (the "Property"); and

WHEREAS, the Agreement was entered upon Owner's request to extend a water main and connect the Property to County's utility system (the "System"); and

WHEREAS, for said purpose on or about **December 21, 2021**, the Parties entered into a certain Marion County Water Main Extension Connection Agreement NO: **21-SA-72-O**, and same was recorded on **December 23, 2021**, in Official Records Book **7656**, Page **754-756**, of the public records of Marion County, Florida; and

WHEREAS, pursuant to the Agreement, upon connection of the subject water main extension, Owner is eligible to receive from County a reimbursement of a certain pro rata share (the "Benefitting Parcel Share") on the occasion of a "Benefitting Parcel," as defined in the Agreement, connecting to the System within a time certain; and

WHEREAS, Exhibit 1 attached to the Agreement is a map depicting and identifying the Property as well as the Benefitting Parcels; and

WHEREAS, fundamental to the calculation of the dollar amount of the Benefitting Parcel Share to which Owner may be entitled, is the location and identification of all Benefitting Parcels; and

WHEREAS, it has come to the attention of the Parties that the location of installed water main was incorrect, resulting in an additional Benefitting Parcel as part of the Agreement; and

WHEREAS, as a result of said error in the location of the installed water main and resulting Benefitting Parcels, the calculation of the dollar amount of each listed Benefitting Parcel Share to which Owner may be entitled is also erroneous; and

WHEREAS, a different Benefitting Parcel set forth in the Agreement contains a typo; and

WHEREAS, the Parties seek to enter this First Amendment solely to correct said errors, to wit: the location of installed water main, identification of all Benefitting Parcels, and the dollar amount of the Benefitting Parcel Share to which Owner may be entitled.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the sufficiency of which is acknowledged, the Parties agree to amend the Agreement as follows:

1. **INCORPORATION OF RECITALS.**

The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **SECTION 1, EXHIBIT 1.**

Section 1 of the Agreement refers to a map attached as Exhibit 1 which erroneously omits one of the Benefitting Parcels. Exhibit 1 of the Agreement is stricken in its entirety and replaced with Exhibit A attached hereto.

3. **SECTION 2, BENEFITTING PARCEL LISTING.**

Section 2 of the Agreement identifies the Benefitting Parcels. That listing is deleted in its entirety and replaced with the following:

BENEFITTING PARCELS: 8005-0844-02, 8005-0845-16, 8005-0845-17, 8005-0845-18

4. **SECTION 2, BENEFITTING PARCEL SHARE.**

The dollar amount referenced in Section 2 that identifies the amount of the Benefitting Parcel Share to which Owner may be entitled in the amount of **\$5,681.38**, is hereby deleted and replaced with the following dollar amount:

\$4,545.10

5. **ALL REMAINING PROVISIONS REMAIN IN FULL FORCE.**

All other terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the Parties have entered this First Amendment to Marion County Water Main Extension Connection Agreement No: **21-SA-72-O** on the date of the last signature below.

ACCEPTED AND AGREED TO BY OWNER: D32 Invest, LLC

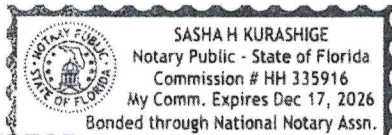
[Signature] 3/12/2025
Werner Macedo, Manager/Owner Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:
Sasha Kurashige
Sasha Kurashige 3/12/2025
Printed Date

WITNESS:
[Signature]
RAY A GRANADO 3/12/2025
Printed Date

STATE OF FL, COUNTY OF Orange
The foregoing **First Amendment to Water Main Extension Connection Agreement 21-SA-72-O** was acknowledged before me by means of physical presence or _____ online notarization this 12th day of March, 2025 by Werner Macedo (name) as MGR (capacity/title) for D32 Invest, LLC who is personally known to me _____ produced identification (type/# or _____).



Sasha Kurashige
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.

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

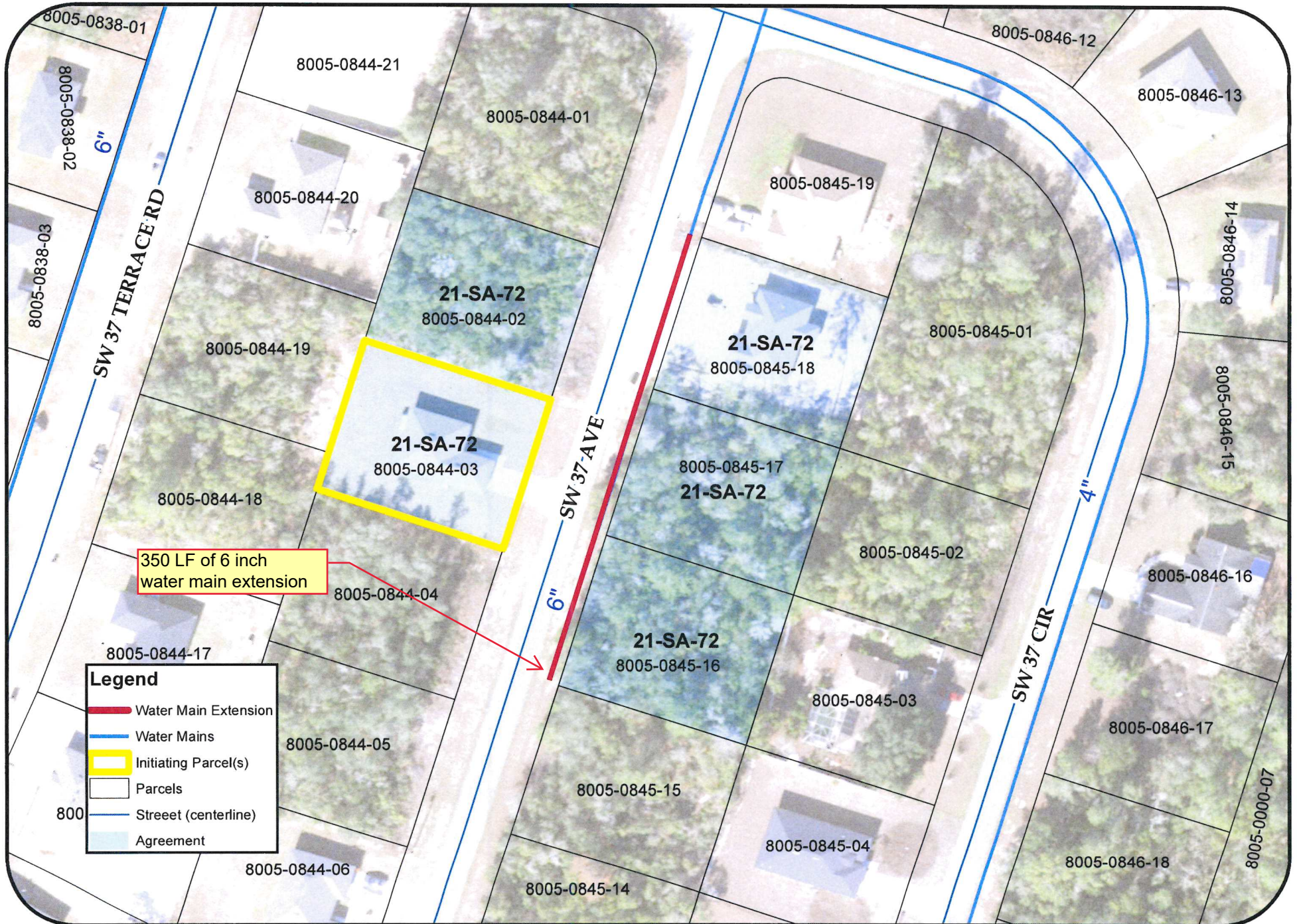
Kathy Bryant, Chairman Date

ATTEST:

Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY. APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Matthew G. Minter, County Attorney



350 LF of 6 inch water main extension

Legend

- Water Main Extension
- Water Mains
- Initiating Parcel(s)
- Parcels
- Street (centerline)
- Agreement

