Marion County
Board of County Commissioners
Meeting Agenda

McPherson Governmental Campus
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2323
Fax: 352-438-2324

District 1 – Craig Curry, Commissioner
District 2 – Kathy Bryant, Commissioner
District 3 – Matt McClain, Vice-Chair
District 4 – Carl Zalak, III, Chairman
District 5 – Michelle Stone, Commissioner

Tuesday, December 2, 2025 9:00 AM McPherson Governmental Campus Auditorium

The Marion County Board of County Commissioners welcomes you to its regularly scheduled meeting held the first and third Tuesday of each month at 9 a.m. unless otherwise noted. The zoning portion of the meeting is held on the Monday before the third Tuesday of each month at 1:30 p.m. Should additional time be needed, the zoning portion will continue on the following Tuesday at 2:00 p.m.

All commission and zoning meetings are open to the public.

Pre-screening will be conducted upon entering the administrative building, located at 601 SE 25th Ave., Ocala, FL 34471.

As a courtesy to others, silence your cell phones and other electronic devices before entering the auditorium. If you need to take a call, please step outside.

PUBLIC COMMENTS
To encourage participation, ensure equal access to all participants and foster mutual respect, please follow these guidelines.

-Regular BCC Meeting
-There are two (2) public comment portions on the agenda, one reserved for comments related to items specifically listed on the agenda, and one for all other comments.
-To be allotted five (5) minutes, you must sign up the Friday prior to the meeting that you wish to speak at. You can sign up online at https://marionfl.org/comment or via phone at 352-438-2300.
-Those who do not submit a request in advance (by 5:00 p.m. the Friday prior) are still welcome to sign up at the desk located in the foyer of the commission auditorium on the day of the meeting, but will only be allotted two (2) minutes.

-BCC Planning and Zoning Meeting
-Public Comments during the Planning and Zoning portion of the meeting will be limited to two (2) minutes per speaker. You must sign in at the desk located in the foyer of the commission auditorium on the day of the meeting.

Marion County staff is available throughout each meeting for your convenience.

Anyone requiring accommodations due to a disability or physical impairment should contact Marion County Administration at 352-438-2300 at least two (2) days before a meeting.

Agenda items are posted on Marion County's website, https://www.marionfl.org, before each board meeting. Click the "Agendas & Videos" link on the homepage to download the agenda packet and back-up documentation.

The Marion County Clerk of Court keeps the official minutes and audio recordings of commission meetings, workshops and public hearings. To request a copy of these materials, contact the Clerk's Office at 352-671-5622. Marion County streams video for most board meetings, workshops and public hearings (when applicable) live online through the county's website. These recordings are archived online after meetings, but copies can be requested by Marion County Administration at 352-438-2300.

CALL TO ORDER
INVOCATION AND PLEDGE OF ALLEGIANCE
9:00 AM ROLL CALL
ANNOUNCEMENTS

1. PROCLAMATIONS AND PRESENTATIONS:

1.1. PROCLAMATION - The Salvation Army's Red Kettle Month - Major Jason Smith (Approval and Presentation)

1.2. CERTIFICATE OF RECOGNITION - Fakhoury Medical and Chiropractic Center 40th Anniversary - Dr. Riadh Fakhoury (Approval and Presentation)

1.3. PROCLAMATION - Share Your Christmas Day (Approval Only)

2. AGENDA ITEM PUBLIC COMMENTS:

Reserved for comments related to items specifically listed on this agenda. Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled requests will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or submit the request online at: www.marionfl.org.

3. ADOPT THE FOLLOWING MINUTES:

3.1. July 1, 2025

3.2. July 15, 2025

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES: NONE

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

5.1.1. Fire, Rescue and EMS Fund - Fire Rescue Services - $41,520

5.1.2. General Fund - Belleview Sportsplex - $316,599

5.1.3. General Fund - Legislative - $150,000

5.1.4. General Fund - Public Relations - $6,426

5.1.5. Marion County Utility Fund - Utilities Capital Construction - $115,740

5.1.6. Marion County Utility Fund - Utilities Management - $651,610

5.1.7. Marion County Utility Fund - Utilities Wastewater System - $548,582

5.1.8. Multiple Funds - Capital Project Re-appropriation Reconciliation

5.1.9. Multiple Funds - Community Services - $36,682

5.1.10. Stormwater Fund - Stormwater Program - $91,989

5.2. Project Adjustment

5.2.1. Transfer Project Funds and Amend the Capital Improvement Program - Infrastructure Surtax Capital Project Fund - $2,045

5.2.2. Transfer Project Funds and Amend the Capital Improvement Program - Marion County Utility Fund - $671,968

5.2.3. Transfer Project Funds and Amend the Capital Improvement Program - Marion County Utility Fund - $1,671,120

5.3. Clerk of the Court Items

5.3.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 032362, 034635, 37669, 37706, 038748, 39479, 40727, 44602, 45161, 047075, 047116, 048495, 050727, 52094, 52140, 052229, 52970, and Supervisor of Elections List

6. PUBLIC HEARINGS (Request Proof of Publication) at 10:00 am:

Public participation is encouraged. When prompted, please step up to the podium and state your name and address for the record. Please limit your comments to the specific issue being addressed.

6.1. PUBLIC HEARING to Authorize Use of the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments as Set Forth in Section 197.3632, F.S. and Adopt the Attached Resolutions

6.2. PUBLIC HEARING CANCELLED for Consideration of an Ordinance to Establish the Canterwood Acres Community Development District and Request Approval to Reschedule and Authorize Advertising a Public Hearing on Tuesday, February 3, 2026, at 10:00 a.m., or soon thereafter, in the McPherson Governmental Campus Auditorium

7. CONSENT:

A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion unless desired by a Commissioner.

7.1. Administration:

7.1.1. Request Approval of Third Amendment to Grant Agreement Between Humane Society of Marion County, Inc. and Marion County (Budget Impact - Neutral; expenditure of $60,000)

7.1.2. Request Approval of Third Amendment to Grant Agreement Between Sheltering Hands, Inc. and Marion County (Budget Impact - Neutral; expenditure of $30,000)

7.1.3. Request Approval of Third Amendment to Grant Agreement Between Voices of Change Animal League, Inc. and Marion County (Budget Impact - Neutral; expenditure of $60,000)

7.2. Procurement Services:

7.2.1. Request Approval of Bid Award: 26B-003 NW 130th Avenue Resurface from NW 35th Street to NW Highway 464B - Anderson Columbia Co., Inc. Ocala, FL (Budget Impact - Neutral; expenditure of $837,377)

7.2.2. Request Approval of Bid Award: 26B-004 SW 125th Avenue Resurface - Art Walker Construction, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $329,109)

7.2.3. Request Approval of Bid Award: 26B-008 Southwest Regional Water Reclamation Facility - Green Construction Technologies, Inc., Wilton Manors, FL (Budget Impact - Neutral; expenditure of $210,639)

7.2.4. Request Approval of Contract Amendment (Renewal): 24C-001-CA-02 Stretcher, Power-Load, and Stair Chair Service Agreement - Stryker Corporation, Chicago, IL (Budget Impact - Neutral; expenditure of $369,955)

7.2.5. Request Approval of Selection Committee Recommendation: 25Q-119 CR 484 Widening Phase 1 - Kimley-Horn & Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $1,108,794)

7.2.6. Request Approval of Task Order: 23Q-087-TO-49 Post Design Services for Emerald Road Extension - Davis Dinkins Engineering, P.A, Ocala, FL (Budget Impact - Neutral; expenditure of $204,892)

7.2.7. Request Approval of Task Order: 20Q-161-TO-54 Marion County Health Department Americans with Disabilities Act Compliant Ramp - Dinkins Construction LLC, Ocala, FL (Budget Impact - Neutral; expenditure of $58,700)

7.2.8. Request Approval of Purchases $50,000 and Over

7.3. Tourist Development:

7.3.1. Request Approval of Tourist Development Council Funding Request for Marketing Assistance Funding Program Reimbursement for Goldmark, LLC (Budget Impact - Neutral; expenditure of $5,000)

7.4. Transportation - County Engineer:

7.4.1. Request Approval of Development Agreement for SE 52nd Street at US 301 C-Store Between Marion County and WPG-Triple Crown LLC, (Budget Impact - Revenue; $14,641)

7.4.2. Request Approval of Developer's Agreement Between Marion County and Shores Sand Mine, LLC (Budget Impact - None)

7.5. Utilities:

7.5.1. Request Approval of Amended Water Main Extension Connection Agreement WME-093-O Between Pabliny LLC and Marion County Utilities (Budget Impact - None)

8. COUNTY ATTORNEY: NONE

9. COUNTY ADMINISTRATOR:

9.1. Request for Waiver from Land Development Code Section 6.8.6 - Buffers for a Major Site Plan for Alien Engineered Products Shop Expansion, Parcel Number 14221-000-00 and 14138-000-00, Application Number 32920

9.2. Present Update for Grants Provided to Humane Society of Marion County, Inc., Sheltering Hands, Inc., and Voices of Change Animal League, Inc.

10. COMMITTEE ITEMS:

10.1. Marion Oaks Municipal Services Taxing Unit for Recreation Services & Facilities - Request to Declare Seat Vacant and Authorize the Advertisement of One (1) Member Position for an Unexpired Term Ending September 2029

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule the Budget Strategic Planning Workshop on Thursday, January 29, 2026 at 9:00 a.m. in the McPherson Governmental Campus Auditorium

12. GENERAL PUBLIC COMMENTS:

Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled speakers will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or sign up online at: www.marionfl.org .

13. COMMISSIONER ITEMS:

13.1. Commission Comments

13.2. Commission Calendar

13.2.1. Present Commission Calendar

14. NOTATION FOR RECORD:

14.1. County Administrator Informational Items:

14.1.1. Present Letter Dated November 10, 2025, Regarding Docket No. 20250137; Application for an Increase in Water and Wastewater Rates in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk and Seminole Counties

14.2. Present Walk-On Items From Previous BCC Meeting: NONE

14.3. Clerk of the Court:

14.3.1. Present Report No. PC2025-06 Municipal Services Department Sun Ray Estates (NE 34th Pl, NE 22nd Ct, NE 32nd St, NE 23rd Ave, NE 32nd Pl, NE 23rd Ct, NE 24th Ter) Road Improvements Petition Count

14.3.2. Present Administrative Budget Transfer Report for FY 2025-26

14.3.3. Present Certificates Certifying There Has Been No Election in Marion County Resulting in a Recall of the Racing Permits Held by OBS Real Estate Holdings, LLC doing business as, Ocala Gainesville Poker & Jai Alai, Ocala Breeders' Sales Co., Inc., Ocala Thoroughbred Racing, Inc., and South Marion Real Estate Holdings, LLC Facilities DBA Oxford Downs

14.3.4. Present Regular Report of Utilization for Reserve for Contingencies

14.3.5. Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinance 25-42 (Corrected) with the Secretary of State's Office

14.4. Present for information and record, minutes and notices received from the following committees and agencies:

14.4.1. Land Development Regulation Commission - October 1, 2025

14.4.2. Local Mitigation Strategy Steering Committee - November 1, 2023, and July 17, 2024

14.4.3. Tourist Development Council - October 23, 2025

14.5. General Informational Items:

14.5.1. Marion County Health Department – For the Latest health news and information, Visit the Website at http://marion.floridahealth.gov/

14.5.2. Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at http://www.WaterMatters.org

14.5.3. St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at https://www.sjrwmd.com

14.5.4. Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at https://ocalamariontpo.org

14.5.5. Withlacoochee Regional Water Supply Authority (WRWSA) - For Minutes and Agendas, Visit the Website at http://www.wrwsa.org

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21401 **Agenda Date:** 12/2/2025 **Agenda No.:** 1.1.

SUBJECT:
PROCLAMATION - The Salvation Army's Red Kettle Month - Major Jason Smith (Approval and Presentation)

INITIATOR:
Gennifer Medina, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion for approval and presentation.

PROCLAMATION

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

WHEREAS, since its founding in 1865, The Salvation Army has provided spiritual support, humanitarian relief, and essential social services to individuals and families across the globe, continuing its long-standing tradition of responding with compassion wherever there is hunger, hardship, or spiritual need; and

WHEREAS, The Salvation Army remains steadfast in its mission to preach the Gospel of Jesus Christ and to meet human needs in His name without discrimination, offering emergency assistance, shelter, food programs, disaster relief, and life-changing support to those in crisis; and

WHEREAS, each year businesses, civic groups, and community partners generously open their doors and storefronts for the placement of Red Kettles, allowing The Salvation Army to collect critical donations that directly support vulnerable residents of Marion County during the holiday season and throughout the year; and

WHEREAS, during The Salvation Army's Annual Red Kettle Campaign, we recognize the dedicated volunteers, staff, bell ringers, and donors whose selfless service and generosity sustain the Army's mission and bring hope, dignity, and assistance to thousands of neighbors in need;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim that **December 2025** be known as

"THE SALVATION ARMY'S RED KETTLE MONTH"

and urges Marion County residents to support The Salvation Army – Ocala Corps and to honor the steadfast men and women whose quiet acts of compassion strengthen the heart of our community.

DULY PROCLAIMED this **2nd** day of **December**, **2025.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

ATTEST:

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21396 **Agenda Date:** 12/2/2025 **Agenda No.:** 1.2.

SUBJECT:
CERTIFICATE OF RECOGNITION - Fakhoury Medical and Chiropractic Center 40th Anniversary - Dr. Riadh Fakhoury (Approval and Presentation)

INITIATOR:
Gennifer Medina, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
Certificate of Recognition to Fakhoury Medical and Chiropractic Center on their 40th Anniversary.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion for approval and presentation.

CERTIFICATE OF RECOGNITION

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

Presented to

Fakhoury Medical and Chiropractic Center

WHEREAS, Fakhoury Medical and Chiropractic Center, established in 1985, has served the residents of Ocala and Marion County for four decades, becoming a trusted pillar in the community's health and wellness landscape; and

WHEREAS, the Center was founded on principles of excellence, compassion, and patient-centered care, providing an integrated model of chiropractic, medical, physiotherapy, and wellness services; and

WHEREAS, for 40 years, Fakhoury Medical and Chiropractic Center has delivered innovative, evidence-based treatments that improve mobility, relieve pain, and enhance quality of life for thousands of patients; and

WHEREAS, the Center has strengthened the Ocala community through its contributions to health education, mentorship, and civic engagement; and

WHEREAS, the Center and its founder, **Dr. Riadh Fakhoury**, have demonstrated exceptional dedication to community service through charitable giving, sponsorships, and volunteerism that support local initiatives, educational programs, and nonprofit organizations;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us, do hereby publicly extend this **Certificate of Recognition to Fakhoury Medical and Chiropractic Center** in honor of its **40th anniversary** and in appreciation of its exceptional service, compassion, and enduring dedication to the health and well-being of our community.

DULY PROCLAIMED this **2nd** day of **December 2025.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

ATTEST:

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21371 **Agenda Date:** 12/2/2025 **Agenda No.:** 1.3.

SUBJECT:
PROCLAMATION - Share Your Christmas Day (Approval Only)

INITIATOR:
Gennifer Medina, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve.

PROCLAMATION

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

WHEREAS, WESH 2's Share Your Christmas food drive, established in 1986, has continued annually for nearly four decades to support individuals and families facing food insecurity in Marion County; and

WHEREAS, WESH 2's Share Your Christmas food drive has brought vital attention to the needs of local families, mobilizing community members, civic partners, and local organizations to join together in the shared commitment of helping neighbors in need; and

WHEREAS, all donations collected within Marion County remain in Marion County, supporting hunger-relief efforts that benefit local families in need; and

WHEREAS, WESH 2's long-standing partnership with Second Harvest Food Bank of Central Florida has resulted in more than $10 million and over 5 million pounds of food collected over the past 40 years; and

WHEREAS, the success of Share Your Christmas food drive reflects the generosity and compassion of Marion County residents, local businesses, volunteers, and media partners who have worked tirelessly each year to ensure that no family is left without support during the holiday season and beyond;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim that **December 12th, 2025** be known as

"SHARE YOUR CHRISTMAS DAY"

DULY PROCLAIMED this **12th** day of **December**, **2025.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK, III, CHAIRMAN

_____
MATT MCCLAIN, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

ATTEST:

_____
MICHELLE STONE, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
CRAIG CURRY, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21398 **Agenda Date:** 12/2/2025 **Agenda No.:** 3.1.

SUBJECT:
July 1, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Present minutes for Board consideration and adoption.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

July 1, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners (BCC) met in a special session in Commission Chambers at 5:30 p.m. on Tuesday, July 1, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

INTRODUCTION OF PUBLIC HEARING BY CHAIRMAN KATHY BRYANT
Chairman Bryant advised that the public hearing was scheduled this afternoon to consider an Ordinance amending the Marion County Land Development Code (LDC).

PLEDGE OF ALLEGIANCE
The meeting opened with the Pledge of Allegiance to the Flag of our Country.

ROLL CALL
Upon roll call the following members were present: Chairman Kathy Bryant, District 2; Vice-Chairman Carl Zalak, III, District 4; Commissioner Craig Curry, District 1; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5. Also present were County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes and Assistant County Administrator (ACA) Tracy Straub.

PROOF OF PUBLICATION
Deputy Clerk Mills-McAllister advised that there are two (2) Proofs of Publication to be presented for this afternoon's meeting.
The first Proof of Publication is Legal ad No. 11379489 entitled, "Notice of Public Hearing" published in the Star Banner newspaper on June 20, 2025. The Notice states the Board will consider an Ordinance amending the Marion County LDC relating to Article 4, Division 2, Section 4.2.30 Government Use (G-U) Classification.
The second Proof of Publication is Legal ad No. 11379547 entitled, "Notice of Public Hearing" published in the Star Banner newspaper on June 20, 2025. The Notice states the Board will consider an Ordinance amending the Marion County LDC relating to Article 1, Division 2, Definitions; amending Article 5, Division 3, Floodplain Management.

The Deputy Clerk was in receipt of an 116 page Agenda Packet to follow along with the PowerPoint presentation.

STAFF PRESENTATION

1. PUBLIC HEARING to Consider the Proposed Marion County Land Development Code Amendments to Review and Update Section 4.2.11 Multiple Family Dwelling (R-3) Classification

Growth Services Deputy Director Ken Weyrauch presented the following recommendation:

Description/Background: Staff has attached the proposed language to update Land Development Code (LDC) Section 4.2.11 Multiple Family Dwelling (R-3)

DRAFT

Classification to improve buffers and separation requirements adjacent to single family.

The proposed Ordinance is attached, including an underline/strike through version of the proposed code and a clean version of the proposed code. In the underline/strikethrough version, changes identified during the first Public Hearing are highlighted in yellow.

This is the second of two (2) Public Hearings with the Board of County Commissioners. The first Public Hearing was held on March 25, 2025 at 9:00 a.m.

Budget/Impact: None.

Recommended Action: Motion to approve the Ordinance amending the Marion County Land Development Code.

Planner Kathleen Brugnoli, Growth Services, advised that this is the second public hearing for LDC Section 4.2.30, Government Use (G-U). She stated at the first public hearing the Land Development Regulation Commission (LDRC) proposed changes were discussed and no further changes were made.

PUBLIC COMMENT

Chairman Bryant opened the floor to public comment.

There being none, Chairman Bryant advised that public comment is now closed.

County Attorney Matthew G. Minter addressed the principal permitted uses, noting there is at least 1 occasion where a fire station existed on the back side of a manufactured housing community. He stated there were a lot of complaints relating to noise.

Commissioner Zalak advised that the station was moved to the front of the subdivision.

Mr. Minter questioned whether fire stations should be a principal permitted use or if it would be better to require a special use permit (SUP). Chairman Bryant stated she does not believe that will be an issue moving forward as that was a historic project.

Mr. Bouyounes advised that the fire station on Baseline Road was built with that development and located in the middle of a dense development. He stated the County no longer does it that way, the selected sites are usually on a major road, part of a development of a different magnitude and layout. Mr. Bouyounes stated staff is working with On Top of the World (OTOW) to locate a new station, noting it will be on a major highway and serve OTOW in the future.

BOARD DISCUSSION AND CLOSING COMMENTS

A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to adopt Ordinance 25-28 amending the Marion County Land Development Code. The motion was unanimously approved by the Board (5-0).

Ordinance 25-28 is entitled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 4, DIVISION 2, SECTION 4.2.30, GOVERNMENT USE (G-U) CLASSIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF PRESENTATION

DRAFT

2. Presentation and Consideration of Revisions to the Marion County Land Development Code Amendments Article 1, Division 2 Definitions and Article 5, Division 3 Floodplain Management

Growth Services Deputy Director Weyrauch presented the following recommendation:

Description/Background: Staff will present the attached proposed amendments of Land Development Code (LDC), Article 1, Division 2 Definitions and Article 5 Division 3, Floodplain Management. The proposed changes to Article 1 and Article 5 are related to Floodplain Management to keep Marion County compliant with the National Flood Insurance Program (NFIP) concerning the Community Ratings System (CRS).

The proposed LDC amendments were considered by the Land Development Regulation Commission (LDRC) in a public hearing held May 21, 2025. The LDRC recommended approval of these items and motioned to forward them to the Board of County Commissioners for consideration. On June 4, 2025, the Board of County Commissioners held the first of two public hearings.

This is the Second of two required public hearings with the Board of County Commissioners.

Budget/Impact: None.

Recommended Action: Take public comments and motion to approved proposed amendments.

Deputy Growth Services Director Weyrauch stated this is the second of two public hearings relating to LDC Article 1, Division 2 Definitions; and Article 5 Division 3, Floodplain Management. He commented on the proposed changes to the definitions. Mr. Weyrauch addressed Division 3, Article 5 relating to Floodplain Management, noting there are changes that have been brought to staff by the State of Florida associated with the National Flood Insurance Program (NFIP) and the community rating system (CRS). He advised that the County is currently rated a 7 and are trying to become a 6 or better to provide some insurance discounts in regard to NFIP.

Mr. Weyrauch provided an overview relating to language changes from the June 4, 2025 public hearing.

Mr. Minter commented on a scrivener's error on page 81 of the Agenda packet, noting the language references changing the last sentence from Section 5, 5.3.5 to 5.13.5. He noted the reference should be 6.13.5 instead.

Mr. Weyrauch advised that the matter will be reviewed by staff to ensure accuracy.

In response to Chairman Bryant, Stormwater Engineer Jason Cambre, Office of the County Engineer (OCE), introduced himself.

Mr. Weyrauch commented on changing the language in 5.3.11 from Section 5.3.5 to 5.13.5, noting it should be changed to 6.13.5 so that it relates back to the floodplain within the stormwater section. He clarified that the strikethrough and underline in the clean version is correct, noting the summary is incorrect.

PUBLIC COMMENT

Chairman Bryant opened the floor to public comment.

There being none, Chairman Bryant advised that public comment is now closed.

BOARD DISCUSSION: NONE

DRAFT

CLOSING COMMENTS:
A motion was made by Commissioner McClain, seconded by Commissioner Stone, to adopt Ordinance 25-29 amending the Marion County Land Development Code. The motion was unanimously approved by the Board (5-0).
Ordinance 25-29 is entitled:

> AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 1, DIVISION 2, DEFINITIONS, AMENDING ARTICLE 5, DIVISION 3, FLOODPLAIN MANAGEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

There being no further business to come before the Board, the meeting thereupon adjourned at 5:47 p.m.

_____
Kathy Bryant, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21399 **Agenda Date:** 12/2/2025 **Agenda No.:** 3.2.

SUBJECT:
July 15, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Present minutes for Board consideration and adoption.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

July 15, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners (BCC) met in regular session in Commission Chambers at 9:00 a.m. on Tuesday July 15, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

INVOCATION AND PLEDGE OF ALLEGIANCE:
The meeting opened with invocation by Clerk Gregory C. Harrell and the Pledge of Allegiance to the Flag of our Country.

9:00 AM ROLL CALL:
Upon roll call the following members were present: Chairman Kathy Bryant, District 2; Vice-Chairman Carl Zalak, III, District 4; Commissioner Craig Curry, District 1; Commissioner Matthew McClain, District 3; and Commissioner Michelle Stone, District 5. Also present were Clerk Gregory C. Harrell, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Angel Roussel, ACA Tracy Straub, ACA Amanda Tart and Executive Director of Internal Services Mike McCain.

ANNOUNCEMENTS:
Chairman Bryant addressed upcoming scheduled meetings as listed on the Commission Calendar (Item 13.2.1).

1. PROCLAMATIONS AND PRESENTATIONS:
Upon motion of Commissioner Stone, seconded by Commissioner Curry, BCC approved and/or ratified the following:

1.1. PRESENTATION - Veterans Helping Veterans Update - Todd Belknap, Executive Director (Presentation Only)
Executive Assistant Jennifer Clark, Commission Office, presented the following recommendation:

Description/Background: Veterans Helping Veterans is presenting an update to the Board about several initiatives, including giving thanks for the support of the 2025 PTSD t-shirt drive and walk.
Budget/Impact: None.
Recommended Action: Motion for presentation.

Executive Director Todd Belknap, Veterans Helping Veterans, expressed his gratitude for the opportunity to present updates as well as to Executive Assistant Jennifer Clark, Commission Office. He advised that on Saturday June 7, 2025, there was a Veteran Stand Down, noting it was the first one since the COVID-19 pandemic. Mr. Belknap stated it showcased the enthusiastic synergy of the Veteran community that exists in Marion County. He advised that dozens of organizations showed up to assist other veterans who are hurting. Mr. Belknap recalled looking down the hallway to see these warriors interacting with each other, which reminded him of active duty where the comradery was experienced on a daily basis. He stated during the Veteran Stand Down they closed the

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breach, circled the wagons and loved on those who came through the door for help. Mr. Belknap advised that it takes a lot for anyone to walk through the door for help. He expressed his appreciation for those that supported the Veteran Stand Down event, noting this year's Veteran Stand Down will be used as a learning curve for next year.
Mr. Belknap advised that on June 27, 2025, Veterans Helping Veterans assisted staff at Marion County Public Relations (PR) with the 2025 PTSD Awareness Walk. He stated after months of planning and coordinating that hundreds of participants showed up and stayed through the poor weather. Mr. Belknap expressed his gratitude for PR Director Bobbi Perez and PR Specialist Roger Waddell as well as the PR team for their selfless devotion and other endeavors in which they are involved. He expressed his appreciation for the people who purchased T-shirts for the 2025 PTSD Awareness Walk including Fire Chief James Banta, Marion County Fire Rescue (MCFR), and Fire Chief Clint Welborn, Ocala Fire Rescue (OFR), who allowed their departments to wear them in support. Mr. Belknap advised that Veterans Helping Veterans is wasting no time swinging into action to spend funds raised by this endeavor. He stated starting August 7, 2025, from 6:00 p.m. to 8:00 p.m., Veterans Helping Veterans will be spearheading Military Reboot, which is a 12-week faith based peer lead course that helps male veterans and active-duty military and their families heal from service-related trauma. Mr. Belknap advised that there will be a Military Reboot female course announced in the coming weeks, noting these programs will take place at Veterans Helping Veterans at no cost to those attending and advanced registration is required at vhvusa.org. He stated there will be a First Responder Reboot program and a Civilian Reboot program in the very near future. Anyone interested in more information can join the group's mailing list or call Veterans Helping Veterans. Mr. Belknap advised that anyone is welcome to a tour of Veterans Helping Veterans. He expressed his appreciation for everyone's support.
Chairman Bryant expressed her gratitude for the work that Mr. Belknap does for the Veterans in Marion County.

1.2. PRESENTATION - National Association of Counties National Achievement Award for the Safety Matters Video Series in Collaboration with the Ocala Marion Transportation Planning Organization and the Marion Government 101 Video Series - Amanda Tart, Assistant County Administrator (Presentation Only)
ACA Amanda Tart, Administration, presented the following recommendation:

Description/Background: Each year, National association of counties (NACo)'s Achievement Awards program recognizing innovative county government programs in 18 categories covering a wide spectrum of county responsibilities. The categories include arts/culture preservation, children and youth, civic education and public information, community and economy development, county administration and management, criminal justice and public safety, county resiliency, financial management, health, human services, information technology, libraries, parks and recreation, personnel management, planning, risk and emergency services, transportation and volunteers.

Launched in 1970, the program is designed to celebrate innovation in county government.

For 2025, Marion County won the NACo Achievement Award in the Civic Education and Public Information category for the Marion Government 101 - A guide to all things Government video series as well as an NACo Achievement

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Award in the Transportation Category for the Safety Matters Video series in collaboration with the Marion County Transportation Planning Organization (TPO).
Budget/Impact: None.
Recommended Action: Presentation only.

ACA Amanda Tart, Administration, introduced the Marion County PR team, the Transportation Planning organization (TPO) team, and Legislative Manager Mathew Cretul. She advised that each year the NACo achievement awards recognizes outstanding programming in 18 categories aligned with the vast comprehensive services that County governments provide. Ms. Tart stated this program was launched in 1970 and is designed to celebrate innovation within County government, noting this year Marion County received 2 NACo Achievement Awards. She advised that 1 is in the Civic Education and Public Information category for the "Marion Government 101: A Guide to All Things Government" video series and another in the Transportation category for the "Safety Matters" video series created in Collaboration with the TPO. "Marion Government 101" is a video and podcast series that explains how local government works in Marion County covering topics like the BCC, budgeting, the municipalities and key public services presented in a simple form with help from local experts. Ms. Tart advised that the "Safety Matters" video series promotes roadway safety for drivers, pedestrians and cyclists. She stated through partnerships and public education the "Safety Matters" video series encourages shared responsibility in making local roads safer for everyone. Ms. Tart advised that the County is proud to receive these awards. She expressed her appreciation for the BCC's support in bringing these initiatives to life.

Chairman Bryant presented the 2025 Achievement Award Winner certificate from NACo found on page 14 of the Agenda Packet.

TPO Director Rob Balmes stated the TPO was present a month ago for another award and it is an honor to collaborate with the County.

Social Media Coordinator and Administrative Specialist Shakayla Irby, TPO, expressed her appreciation for PR Director Perez, PR Multimedia Technician Austin Wicker and PR Multimedia Manager Jovanny Arenas, noting it has been a great experience and collaboration.

Commissioner Stone advised that Ms. Irby helped write the script for the video series and was produced by Mr. Arenas, Ms. Perez and others from the PR team. She stated the "Safety Matters" videos are designed to save lives and draw attention to helping drivers, pedestrians and all people who utilize roadways to be safe. Commissioner Stone advised that the goal is to have no fatalities within the roadway system. She expressed her gratitude to the recipients for serving citizens and working with the County to make this happen.

Chairman Bryant presented the 2025 Achievement Award Winner certificate from NACo found on page 15 of the Agenda Packet.

Legislative Manager Matt Cretul stated he hopes to take a little bit of the good that is done in County government and show that to people.

Multimedia Manager Jovanny Arenas, PR, advised that the PR team is proud to play their part in getting these messages across. He stated informative media can be found on the County's YouTube channel.

1.3. PROCLAMATION - Parks and Recreation Professionals Day - Jim Couillard, Parks & Recreation Director (Approval and Presentation)

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The Board approved the Proclamation designating Saturday, July 19, 2025 as “Parks and Recreation Professionals Day” to Jim Couillard and several other representatives.
Chairman Bryant advised that those on stage today represent the Parks and Recreation Department, noting often their work that makes parks available to everyone is forgotten. She stated Parks and Recreation Advisory Council (PRAC) members Chairman Jerry Furlong and Curt Bromand are also present today.
Parks and Recreation Director Jim Couillard advised that two weeks ago the County celebrated Parks and Recreation month, noting today is about recognizing various professionals within the Department and field. He provided a brief overview of the qualifications and role of Certified Parks and Recreation Professionals, noting some even went to college for degrees in Parks and Recreation Management and other allied fields. Mr. Couillard commented on the Certified Playground Safety Inspectors who inspect the roughly 20 to 25 playgrounds in Marion County to assure they are safe for the children in the community and protect the youth. He introduced Project Assistant and Arborist Susan Heyen whose job is to protect the public safety, health and welfare by making sure trees in parks are safe and maintained, noting there are a lot of deaths and injuries associated with poor tree maintenance. Mr. Couillard advised that Parks Designer Joey Amodo and himself are Landscape Architects. He stated landscape architecture is a niche in Marion County and brings a union between landscape architecture, parks and recreation creating a phenomenal force. Mr. Couillard opined the Department designs parks with sociology, human elements, natural elements and good strategy in mind. He advised that individuals like Southeastern Livestock Pavillion (SELP) Manager Holly Castell and others are trained in managing arena floors to keep them safe for public enjoyment. Mr. Couillard commented on the large number of certifications and trainings the Department attends that aim to help protect the community.
Curt Bromand, PRAC, stated it has been an honor to join the council as one of their newer members. He opined the Parks and Recreation Department has done an outstanding job in keeping the public informed and participating in meetings, as well as the professional development they provide to their employees has been tremendous for the community. Mr. Bromand expressed his gratitude for being able to work alongside them.
In Response to Chairman Bryant, Mr. Couillard advised that each BCC member appoints one Citizen from the community to PRAC in order to represent a liaison relationship between the Parks and Recreation Department and the BCC. He stated over the years the relationships with directors and the BCC has grown immensely, noting before that the Department relied on PRAC to be that liaison. Today they not only serve as liaisons but also as consultants and guides to help make sure the decisions and policies Parks and Recreation brings before the Board impacting the County are properly vetted and given the appropriate feedback. Mr. Couillard advised that PRAC’s recommendation provide the Department more support when presenting to the Board. He noted they are volunteers and play very important roles in the community. Mr. Couillard expressed his appreciation for PRAC’s time.
Chairman Bryant stated the BCC is thrilled to recognize the Parks and Recreation team and how hard they work every day to make sure Marion County parks are open, clean, inviting and being used.

1.4. PRESENTATION - Employee Service Awards - Sara Caron, Director of Human Resources (Approval and Presentation)
Human Resources (HR) Director Sara Caron presented the following recommendation:

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Description/Background: The Marion County Board of County Commissioners feels it is important to recognize employees for their years of service to the County. For our recognition ceremony, we want to acknowledge those employees who have achieved 15 years of service or more.
Because of the Board's continual and generous support of its employees, the Marion County Board of County Commissioners would like to present the following Employee Service Awards as attached.
Budget/Impact: None.
Recommended Action: Presentation of appropriate awards to the employees on the attached list.

HR Director Sara Caron recognized the following employees for their years of service to the County:

Employee Service Awards
April - June 2025

30 Years

Name	Department	Position Title
Karlene Newbern	Solid Waste	Solid Waste Supervisor

25 Years

Name	Department	Position Title
Stephanie Kash	Animal Services	Animal Services Deputy Director
Tina Reynolds	Animal Services	Animal Services Finance Specialist
Stephen Johnson	Fire Rescue Services	Lieutenant

20 Years

Name	Department	Position Title
Joseph Taddeo	Fire Rescue Services	Captain
John Riolo	Fire Rescue Services	Firefighter
Joshua Dancsak	Fire Rescue Services	Driving Engineer I
Jason Varney	Fire Rescue Services	Lieutenant
Danny Michaux	Fire Rescue Services	Lieutenant
Christopher Hancock	Fire Rescue Services	Lieutenant
Brian Gentry	Fire Rescue Services	Lieutenant
Charles Balik	Fire Rescue Services	Battalion Chief
Stephen Cabrera	Fire Rescue Services	Paramedic
Henry Herrera	Fire Rescue Services	Lieutenant
Jonathan Ingram	Fire Rescue Services	Driver Engineer I
Mark Kadlecek	Fire Rescue Services	Captain
Jeffrey Perkins	Office of the County Engineer	Crew Supervisor
Marlon Matchett	Office of the County Engineer	Roads Maintenance Technician I
Regena Taylor	Solid Waste	On Call

15 Years

Name	Department	Position Title
Jennifer Correnti	Animal Services	Animal Control Supervisor
Michael Pye	Fire Rescue Services	Lieutenant
Dustin Lindsey	Fire Rescue Services	Lieutenant
Christopher Carboni	Fire Rescue Services	Lieutenant
Manuel Arias	Fire Rescue Services	Driver Engineer I
Nicholas Cooper	Fire Rescue Services	Captain
Daniel Smith	Municipal Services	Community Center Supervisor
Brenda Wilson	Solid Waste	Litter Crew Leader

Chairman Bryant passed the gavel to Commissioner Zalak who assumed the Chair.
Commissioner Byrant out at 9:33 a.m.
Commissioner Bryant returned at 9:34 a.m.
Chairman Zalak returned the gavel to Commissioner Bryant who resumed the Chair.

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1.5. PROCLAMATION - Eagle Scout Court of Honor - Jeremiah Michael Taddeo (Approval Only)
The Board approved the Proclamation congratulating Jeremiah Michael Taddeo upon attaining the status of Eagle Scout in the Boy Scouts of America organization.

2. AGENDA ITEM PUBLIC COMMENTS:
Reserved for comments related to items specifically listed on this agenda. Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled requests will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or submit the request online at: www.marionfl.org.
Chairman Bryant opened the floor for public comment.
There being none, Chairman Bryant advised that public comment is now closed.

3. ADOPT THE FOLLOWING MINUTES: (4 Sets)
3.1. March 6, 2025
3.2. March 11, 2025
3.3. March 12, 2025
3.4. March 13, 2025
A motion was made by Commissioner Stone, seconded by Commissioner Curry, to adopt the meeting minutes of March 6, 11, 12 and 13 2025. The motion was unanimously approved by the Board (5-0).

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:
4.1. Billy Woods, Sheriff - Request $151,000 from Law Enforcement Trust Fund for Donation to Florida Sheriff's Youth Ranches and Community Action Stops Abuse
The Board considered the following recommendation from Sheriff William “Billy” Woods, Marion County Sheriff’s Office (MCSO):

> Description/Background: The Sheriff has certified that this request meets the requirements of Chapter 932 of the Florida Statutes and that there are no recurring expenses for subsequent fiscal years.
> Budget/Impact: Neutral.
> Recommended Action: Motion to approve the request to expend $151,000 from the Law Enforcement Trust Fund (LETF) for the Florida Sheriff's Youth Ranches ($1,000) and Community Action Stops Abuse ($150,000).

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to approve the request to expend $151,000 from the LETF for the Florida Sheriff's Youth Ranches ($1,000) and Community Action Stops Abuse ($150,000).The motion was unanimously approved by the Board (5-0).

4.2. George Albright, Tax Collector - 2024 Tax Roll Recapitulation
Tax Collector George Albright, Marion County Tax Collector, presented the following recommendation:

> Dear Board
> I am pleased to present the 2024 Tax Roll Recapitulation for errors, insolvencies, double assessments, discounts and other items I am entitled to as credits against the 2024 Assessment Roll.
> Thank you and your staff for your continued support.

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Respectfully,
George Albright
Marion County Tax Collector

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to approve the 2024 Tax Roll Recapitulation. The motion was unanimously approved by the Board (5-0).

4.3. Request Approval to Amend an Agreement Between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to Provide Funding for a Court Program Specialist I in Post Adjudication Expansion Drug Court (25-26-02) (Budget Impact - None)

Trial Court Administrator Jeffrey K. Fuller, Court Administration, presented the following recommendation:

Description/Background: Request approval to amend an agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I Full Time Employee (FTE) in Post Adjudication Expansion Drug Court (25-26-02). The current agreement was entered into on June 3, 2025, and the amendment is to correct some errors. Namely, the numbering was incorrect, the max cap amount was updated and the removal of the “including taxes/expenses” line under the salary header.

Budget/Impact: None.

Recommended Action: Approval to sign the amended agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I FTE in Post Adjudication Expansion Drug Court.

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to authorize the Chairman to sign the amended agreement between the Fifth Judicial Circuit Court and BCC to provide funding for a Court Program Specialist I FTE in Post Adjudication Expansion Drug Court. The motion was unanimously approved by the Board (5-0).

4.4. Request Approval to Amend the Agreement Between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to Provide Funding for a Court Program Specialist I in Veterans Treatment Court (25-26-03) (Budget Impact - None)

Trial Court Administrator Fuller, Court Administration, presented the following recommendation:

Description/Background: Request approval to enter into an agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I Full Time Employee (FTE) in Veterans Treatment Court (25-26-03). The current agreement was entered into on June 3, 2025, and the amendment is to correct some errors. Namely, the numbering was incorrect, the max cap amount was updated and the removal of the “including taxes/expenses” line under the salary header.

Budget/Impact: None.

Recommended Action: Approval to sign the amended agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I FTE in Veterans Treatment Court (25-26-03).

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A motion was made by Commissioner Stone, seconded by Commissioner Curry, to authorize the Chairman to sign the amended agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a Court Program Specialist I FTE in Veterans Treatment Court (25-26-03). The motion was unanimously approved by the Board (5-0).

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

Clerk Harrell advised that Agenda Item 5.1.1 relates to Agenda Item 4.1.

Upon motion of Commissioner Stone, seconded by Commissioner McClain, the Board adopted the following Budget Amendment Resolutions transferring funds as presented by Clerk Harrell:

5.1.1.a. 25-R-221 - Budget Transfer from Law Enforcement Trust Fund to MSTU for Law Enforcement - $151,000

5.1.1.b. 25-R-222 - Budget Transfer from Law Enforcement Trust Fund to MSTU for Law Enforcement - $151,000

5.1.2. 25-R-223 - Fine and Forfeiture Fund - Sheriff Regular Transfer - $11,500

5.1.3. 25-R-224 - General Fund - Sheriff Emergency Management Transfer - $19,500

5.1.4. 25-R-225 - General Fund - Sheriff Jail Transfer - $8,442

5.1.5. 25-R-226 - General Fund - Supervisor of Elections Transfer - $472,000

5.1.6. 25-R-227 - Impact Fee West District Fund - Impact Fee West District - $705,200

5.1.7. 25-R-228 - Marion County Utility Fund - Utilities Capital Construction - $168,000

5.1.8. 25-R-229 - Marion County Utility Fund - Utilities Management - $400,000

5.1.9. 25-R-230 - MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $12,969

(Ed. Note: MSTU is the acronym for Municipal Services Taxing Unit and CID is the acronym for Criminal Investigation Division)

5.2. Clerk of the Court Items

5.2.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 036032A, 037081, 037668, 040778, 042432, 050246, 050816, 050881, 052091, 052137, 54454, 219020

A motion was made by Commissioner Curry, seconded by Commissioner Stone, to approve the disposition of property forms 036032A, 037081, 037668, 040778, 042432, 050246, 050816, 050881, 052091, 052137, 54454 and 219020. The motion was unanimously approved (5-0).

7. CONSENT:

A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion unless desired by a Commissioner.

County Administrator Mounir Bouyounes, Administration, requested Item 7.5.2. be pulled from Consent for discussion. It was the general consensus of the Board to concur.

Upon motion of Commissioner Stone, seconded by Commissioner McClain, the Board acted on the Consent Agenda as follows:

7.1. Community Services:

7.1.1. Request Approval of State of Florida Department of Children and Families Standard Contract Between Marion County and Department of Children and Families (Budget Impact - Neutral; grant revenue $3,767,547)

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The Board accepted the following recommendation as presented by Community Services Director Butler:

Description/Background: Marion County serves as the grant administrator on behalf of the Ocala/Marion Joint Office on Homelessness for Continuum of Care (CoC) FL-514. The County receives funding from the U.S. Department of Housing and Urban Development (HUD) and the Florida Department of Children and Families (DCF) to support local homeless services. These funding sources include the Emergency Solutions Grant (ESG), the Challenge Grant, and the Temporary Assistance for Needy Families (TANF) Grant.

DCF has provided a three-year Unified Contract (Contract number LP034) to the Board of County Commissioners (BCC), with a one-year allocation to be distributed during Fiscal Year 2025-26 to eligible homeless service providers. This agreement is effective July 1, 2025, through June 30, 2028.

Below is a summary of the first-year funding under this agreement:

Funding Source	FY 2025-26	FY 2026-27	FY 2027-28	Total
Lead Agency Staffing	$181,270.61	$181,270.61	$181,270.61	$543,811.80
Challenge Grant	$800,664.84	$800,664.84	$800,664.84	$2,401,955
Emergency Solutions Grant	$242,339.34	$242,339.34	$242,339.34	$727,018
TANF	$31,574.33	$31,574.33	$31,574.33	$94,722.99
Total FY 2025-26	$1,255,849	$1,255,849	$1,255,849	$3,767,547.36

Budget/Impact: Neutral; Grant Revenue $3,767,547.

Recommended Action: Motion to approve and authorize the Chairman to execute the Agreement between Marion County and DCF to include all necessary documents associated with this agreement.

7.1.2. Request Approval of First Amendment Marion County Standard Professional Services Agreement Emergency Solutions Grant Program Between Marion County and Catholic Charities of Central Florida, Inc. d/b/a Blessed Trinity Catholic Church Brother's Keeper (Budget Impact - Neutral; not to exceed $76,665)

The Board accepted the following recommendation as presented by Community Services Director Butler:

Description/Background: As an entitlement community, Marion County receives grant funding from the Department of Housing and Urban Development (HUD) that includes Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and County Emergency Solutions Grant (HESG) program. The HESG program helps prevent homelessness and supports emergency housing services.

On September 17, 2024, Marion County entered into a subrecipient agreement with Catholic Charities of Central Florida, Inc. d/b/a Blessed Trinity Catholic Church Brother's Keeper, awarding $62,695.13 under the HESG program. A proposed First Amendment will add $76,665 in additional funds, increasing the total award to $139,360.13 to be expended by September 15, 2025. This funding will support the continued emergency housing services for individuals and families experiencing homelessness or at risk of homelessness. The agency will continue to provide a match and plans to assist approximately 90 families.

Budget/Impact: Neutral; not to exceed $76,665.

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Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute all necessary documents associated with this First Amendment between Marion County and Brother's Keeper.

7.1.3. Request Approval of First Amendment of Marion County Standard Professional Service Agreement Acquisition and Rehabilitation of Rental Housing Project Between S & A Allen S.S. Blvd, LLC and Marion County (Budget Impact - None)

The Board accepted the following recommendation as presented by Community Services Director Butler:

Description/Background: On June 18, 2024, the Board approved an Agreement with S & A Allen S.S. Blvd, LLC in the amount of $1,350,000 to acquire and rehabilitate nine (9) rental units located at 3421 NE 10th Street Ocala, FL 34470. Five (5) of the rental units will serve 50% Area Median Income (AMI) households, and four (4) units will serve 80% AMI households.

This Amendment seeks to modify the original Agreement by extending the expiration date by 90 days to November 18, 2025. This extension is necessary due to unforeseen delays regarding tenant's ability to vacate units.

All other terms and conditions of the original agreement remain in effect, including S & A Allen S.S. Blvd, LLC's obligation to rehabilitate each unit to satisfy required repairs, maintain affordability guidelines, and meet income eligibility requirements.

Budget/Impact: None.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute all necessary documentation associated with Marion County Standard Professional Services Agreement between Marion County and S & A Allen S.S. Blvd, LLC.

7.1.4. Request Approval of First Amendment of Marion County Standard Professional Service Agreement Acquisition and Rehabilitation of Rental Housing Project Between S & A Allen SR 200, LLC and Marion County (Budget Impact - None)

The Board accepted the following recommendation as presented by Community Services Director Butler:

Description/Background: On June 18, 2024, the Board approved an Agreement with S & A Allen SR 200, LLC in the amount of $1,200,000 to acquire and rehabilitate eight (8) rental units located at 3220 SW 26th Street Ocala, FL 34474. Four (4) of the rental units will serve 50% Area Median Income (AMI) households, and four (4) units will serve 80% AMI households.

This Amendment seeks to modify the original Agreement by extending the expiration date by 90 days to November 18, 2025. This extension is necessary due to unforeseen delays regarding tenant's ability to vacate units.

All other terms and conditions of the original agreement remain in effect, including S & A Allen SR 200, LLC's obligation to rehabilitate each unit to satisfy required repairs, maintain affordability guidelines, and meet income eligibility requirements.

Budget/Impact: None.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute all necessary documentation associated with Marion County Standard Professional Services Agreement between Marion County and S & A Allen SR 200, LLC.

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7.1.5. Request Approval of Marion County Standard Professional Services Agreement New Construction Project Between Marion County and Habitat for Humanity of Marion County, Inc. (Budget Impact - Neutral; not to exceed $2,730,000)
The Board accepted the following recommendation as presented by Community Services Director Butler:

Description/Background: On April 15, the Board approved the Local Housing Assistance Plan (LHAP), which serves as the County's policy guiding the distribution of State Housing Initiatives Partnership (SHIP) funding to support affordable housing for low- to moderate-income households. The LHAP includes provisions that allow SHIP funds to be used for the new construction of single-family homes.

Habitat for Humanity of Marion County, Inc. is requesting SHIP funding to construct thirteen (13) new single-family homes for a total amount of $2,730,000. Each home will be:

- Sold to income-eligible homebuyers approved by the County
- Priced at or below $210,000
- Built with concrete block construction and include at least 3 bedrooms and 2 bathrooms

Each homebuyer will receive $75,000 in down payment and closing cost assistance, included in the $210,000 sale price. Upon sale:

Habitat retains $30,000

- Repays $105,000 to the County
- The remaining $75,000 is forgiven as direct assistance to the buyer

Habitat must:

- Complete and sell at least 6 homes within the first 12 months
- Complete and sell all 13 homes within 24 months of the agreement effective date

The County is responsible for verifying all buyer income eligibility prior to closing.

This project supports the Empower Marion for Success II strategic goal to encourage housing development in targeted areas, with a focus on serving households earning up to 140% of the Area Median Income (AMI), and prioritizing those at or below 80% AMI.

Budget/Impact: Neutral; not to exceed $2,730,000.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute all necessary documentation associated with Marion County Standard Professional Services Agreement between Marion County and Habitat for Humanity of Marion County, Inc; and authorize the County Administrator to approve modifications to the agreement as necessary, provided for time extensions and funding obligations that do not exceed a total of $50,000.

7.2. Development Review Committee:

7.2.1. Request Approval of Waiver Request for Land Development Code Section 2.16.1.B(8)(g) - Agricultural Lot Split Establishment of County Municipal Services Benefit Unit for Irvine Acres, Parcel Number 03150-000-00, Application Number 32670 (for Agricultural Lot Split Application Number 32669) (Budget Impact - None)
The Board accepted the following recommendation as presented by Building Safety Director Michael L. Savage, Sr. on behalf of the Development Review Committee (DRC):

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Description/Background: Section 2.16.1.B(8)(g) of the Land Development Code (LDC) states a County Municipal Services Benefit Unit (MSBU) shall be established for the maintenance of the improvements created by this division prior to final approval and recordation. A waiver to this provision may only be granted by the Board upon review and recommendation by the Development Review Committee (DRC).
This Agricultural Lot Split is located in the northwest portion of the county containing 10 lots and an access easement on approximately 104.96 acres. The LDC Section 2.16.1 allows 10 lots of 10 acres each for an Agricultural Lot Split.
The Applicant requests to allow an easement agreement that stipulates maintenance. DRC reviewed the request by the applicant, and after discussion acted on June 9, 2025 to recommend approval to the Board, ensuring the covenants stated access via the common easement would not be maintained by Marion County.
Budget/Impact: None.
Recommended Action: Motion to approve the Agricultural Lot Split without the creation of a MSBU subject to providing the appropriate documentation that the property owners will provide maintenance.

7.2.2. Request Approval of Waiver Request for Land Development Code Section 2.16.1.B(8)(g) - Agricultural Lot Split Establishment of County Municipal Services Benefit Unit for Green Leaf, Parcel Number 19999-004-00, Application Number 32908 (for Agricultural Lot Split Application Number 32907) (Budget Impact - None)
The Board accepted the following recommendation as presented by Building Safety Director Savage, on behalf of DRC:

Description/Background: Section 2.16.1.B(8)(g) of the Land Development Code (LDC) states a County Municipal Services Benefit Unit (MSBU) shall be established for the maintenance of the improvements created by this division prior to final approval and recordation. A waiver to this provision may only be granted by the Board upon review and recommendation by the Development Review Committee (DRC).
This Agricultural Lot Split is located in the western portion of the county containing 7 lots and an access easement on approximately 78.28 acres. The LDC Section 2.16.1 allows 10 lots of 10 acres each for an Agricultural Lot Split.
The Applicant requests to allow an easement agreement that stipulates maintenance. DRC reviewed the request by the applicant, and after discussion acted on June 16, 2025 to recommend approval to the Board, ensuring the covenants stated access via the common easement would not be maintained by Marion County.
Budget/Impact: None.
Recommended Action: Motion to approve the Agricultural Lot Split without the creation of a MSBU subject to providing the appropriate documentation that the property owners will provide maintenance.

7.3. Fire Rescue:
7.3.1. Request Approval and Execution of Agreement for the Provision of Advanced Life Support Ambulance Standby Services for Swimming Events Between National Council of

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Young Men's Christian Association of the United States of America and Marion County (Budget Impact - Neutral)

The Board accepted the following recommendation as presented by Fire Chief James Banta, MCFR:

Description/Background: Young Men's Christian Association (YMCA) hosts multiple swimming events in Marion County each year at the Florida Aquatic Swimming and Training (FAST) Center; and the swimming events are an elite caliber with significant interest and, accordingly, draw large crowds of people. YMCA recognizes the dangers inherent in large crowds of people and aquatic athletics, particularly at swim events, and seeks to have emergency medical services (EMS) on standby to provide for its spectators, guests, invitees, exhibitors, participants, vendors, and any other similarly situated persons. The County supports YMCA's concern for the welfare of its attendees and wishes to fulfill the obligations by providing standby emergency medical services.

Budget/Impact: Neutral.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Agreement for the Provision of Advanced Life Support (ALS) Ambulance Standby Servies for Swimming Events Between National Council of Young Men's Christian Association of the United States of America and Marion County.

7.4. Procurement Services:

7.4.1. Request Approval of Bid Award: 25B-116 Rainbow Lakes Road Improvement Project FY 2024-25 - John L. Finch Contracting Corp., Belleview, FL (Budget Impact - Neutral; expenditure of $927,567)

The Board accepted the following recommendation from Procurement Services Director Susan Olsen:

Description/Background: On behalf of the Marion County Municipal Services Department, Procurement issued invitation to Bid 25B-116 seeking qualified and experienced contractors for the Rainbow Lakes Road Improvement Project. The scope includes reclaiming and widening of the existing roadways from 18 feet to 20 feet of pavement, along with associated clearing and grubbing activities. Five proposals were received; the tabulation is provided below for review and consideration:

Vendor - *Location*	BID
John L Finch Contracting Corp., *Belleview, FL*	$927,566.45
Superior Asphalt Inc., *Oneco, FL*	$964,001.00
C W Roberts Contracting Inc., *Wildwood, FL*	$1,318,183.10
Integrity Site Development, Inc., *Anthony, FL*	$1,144,057.89
Anderson Columbia Co, Inc., *Ocala, FL*	$1,430,288.99

Municipal Services Director, Chad Wicker, recommends that John L. Finch Contracting Corp., receive the award as the lowest, most responsive bidder.

Attached for review is a contract draft. Pending approval at today's meeting, it will be sent to John L. Finch Contracting Corp. for signatures. Upon return, it will be forwarded to the Chairman and Clerk for signatures.

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Budget/Impact: Neutral; expenditure of $927,566.45. Up to 5% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from HC505541-563220 (RM RLE MSTU ROAD IMPROV).
Recommended Action: Motion to approve the recommendation, allow staff to issue a contract and authorize the Chairman and Clerk to execute the contract with John L. Finch Contracting Corp. under 25B-116.

7.4.2. Request Approval of Change Order 1 to Purchase Order 2501416: 20Q-161-TO-47, Silver Springs Shores Youth Center and Library Renovation - Cullison Wright Construction Corp., Ocala, FL (Budget Impact - Neutral; additional expenditure of $25,000)
The Board accepted the following recommendation from Procurement Services Director Olsen:

Description/Background: On April 6, 2021, the Board approved contracts with six (6) Construction Managers (CM), allowing the County to select a CM based on expertise, capacity and availability. On April 5, 2025, the Board approved a task order with Cullison Wright Construction Corp (CWC) for the Silver Springs Shores Youth Center to Library Renovation project in the amount of $574,970. The project scope included demolition, sitework, concrete and masonry, plumbing, HVAC, electrical work and interior finishes.
Change Order 1 adds $25,000 to cover previously excluded low-voltage electrical items and to make required prevailing wage adjustments in accordance with CDBG guidelines.
Pending approval today, the change order will be presented for the Clerk's and Chairman's signatures.
Budget/Impact: Neutral; additional expenditure of $25,000, bringing the total purchase order amount to $599,970. Funding is from line AG341564-562101 (General Fund Grants), project 341CDBG25C.
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute Change Order 1 to Purchase Order 2501416 for Cullison Wright Construction Corp. under 20Q-161-TO-47.

7.4.3. Request Approval of Change Order 2 to Purchase Order 2401306: 23Q-087-TO-18 Cedar Hills Water Distribution System – Ardurra Group, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $59,985)
The Board accepted the following recommendation from Procurement Services Director Olsen:

Description/Background: On May 21, 2024, the Board awarded a contract to Ardurra Group, Inc. (AG) in the amount of $82,066 to provide engineering design and construction phase services for the extension of Marion County's water distribution system. This extension supports the planned abandonment of the existing Cedar Hills Water Treatment Plant (WTP), and the removal of substandard water mains located within alleys that are difficult to maintain. These improvements will enhance water service reliability and fire protection capabilities in the area.
On July 24, 2024, a line adjustment was completed through Change Order 1, which did not require Board approval.
Following the completion of the initial system modeling, it was determined that water pressures in portions of the service area were unacceptably low due to

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significant elevation changes across the Cedar Hills development. After consulting with the Marion County Utilities department and the project engineers, it was concluded that the Cedar Hills WTP must remain in operation to maintain adequate pressure on the west side of the development. Additional design modifications are also needed to meet updated supply and flow requirements for the distribution system. These changes have altered the original project scope.

Change Order 2, which is being presented for Board consideration today, adds $59,985 to the contract, bringing the revised total to $142,051. This additional funding is necessary to support the extended scope and to ensure quality engineering and design services.

Attached for review is a copy of Change Order 2 and the proposal from AG. Upon approval at today's meeting, the change order will be presented to the Chairman and Clerk for signatures.

Budget/Impact: Neutral; additional expenditure of $59,985. Funding is from Capital Improvement Projects (ZF448536-563102, project code UTC000081).

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute Change Order 2 to Purchase Order 2401306 for Ardurra Group, Inc., under 23Q-087-TO-18.

7.4.4. Request Approval of Change Order 5 to Purchase Order 2401548: 24B-107 NW Hwy 320 Resurface (CR 329 to I-75) – Superior Asphalt, Inc., Oneco, FL (Budget Impact - Neutral; additional expenditure of $22,364)

The Board accepted the following recommendation from Procurement Services Director Olsen:

Description/Background: On June 4, 2024, the Board awarded a contract to Superior Asphalt, Inc. under ITB 24B-107, NW Hwy 320 Resurface (CR 329 to I-75) for resurfacing existing pavement, sodding shoulders, removing and adding cross drains and end treatments, and constructing driveways and side street aprons for the Office of the County Engineer (OCE). On October 22, 2024, Procurement issued Change Order 1 to reallocate funds between budget lines, this did not alter the total purchase order amount. Shortly after, Change Order 2 was executed, utilizing $145,756.39 of contingency funds and adding 120 days to the contract to address the removal of a headwall, modification of a doghouse structure, area regrading, erosion mitigation at the fence line, and connection of pipes to an inlet without increasing the purchase order total. On February 10, 2025, Change Order 3 was issued, reflecting a net-zero cost change by offsetting the addition of a doghouse structure, the elimination of side pipes, and modification of a box and mud work with the delivery of a headwall. On May 14, 2025, Change Order 4 was issued as a time only extension, adding 33 days for project closeout. Change Order 5 is now being presented for approval, requesting an additional $22,363.63 to cover finish grading, reinstallation of sod, Maintenance of Traffic (MOT) costs, and final funding to complete the project, along with an additional 31 days for project closeout.

Attached for review is a copy of Change Order 5 and the proposal from Superior Asphalt Inc. Upon approval today's meeting, the change order will be presented to the Chairman and Clerk for signature.

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Budget/Impact: Neutral; additional expenditure of $22,363.63 bringing the project total cost to $2,067,264.11. Funding is available in VJ738541-563220 (Infrast Surtax Cap Proj Fund).
Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute Change Order 5 to Purchase Order 2401548 for Superior Asphalt, Inc. under 24B-107.

7.4.5. Request Approval of Contract: 24BE-289 State of Florida Department of Management Services State-Funded Agreement for Next Generation Core Services Implementation Project (Budget Impact - Grant Revenue of $475,049)
The Board accepted the following recommendation from Procurement Services Director Olsen:

Description/Background: On August 20, 2024, the Board approved a Bid Exemption and executed a service agreement with Communications Venture Corporation dba INdigital, Inc. for the provision of Next Generation Core Services (NGCS) for Marion County 9-1-1 Management. This software supports emergency voice and text call routing, location information database services, network integration, and disaster recovery - delivered via a redundant, private, and secure IP-based network.
Subsequently, on October 15, 2024, the Board approved a State of Florida Department of Management Services (DMS) Agreement related to the reimbursement of NGCS implementation and service costs incurred by Marion County 9-1-1 Management.
The agreement being presented today replaces the October 15, 2024, DMS agreement. This replacement was initiated by the State due to procedural timing constraints associated with the State's fiscal year-end and includes updated dates and extended validity through June 30, 2026. No material changes were made to the scope, funding amount, or substance of the agreement. The revised agreement continues to authorize reimbursement in the amount of $475,048.30 and outlines the terms, deliverables, and cost eligibility criteria in accordance with applicable state policies and procedures.
Attached for review is the agreement with an approved LRM from Legal. Pending Board approval today, it will be presented to the Chairman for signatures before being forwarded to the State for final execution.
Budget/Impact: Grant Revenue of $475,048.30.
Recommended Action: Motion to approve the Agreement and authorize the Chairman to execute the reimbursement under 24BE-289.

7.4.6. Request Approval of Contract Award: 25P-014 Solid Waste Alternative Waste Management Methods (Transfer Station Services) - Friends Recycling, LLC, Ocala, FL (Budget Impact - Neutral; estimated expenditure of $500,000)
The Board accepted the following recommendation from Procurement Services Director Olsen:

Description/Background: On behalf of Solid Waste, a Request for Proposals (RFP) was issued to solicit proposals from qualified firms to provide disposal solutions to Marion County. The County sought proposals addressing three separate items including: use of a transfer station, Class III disposal and Class I disposal. Three (3) firms submitted proposals. Each proposal was responsive to their respective

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business operations, which were evaluated and ranked by the Selection Committee members: Mark Johnson - Solid Waste, John Corneilson - Utilities, and Sky Wheeler - Tourist Development. Of the proposals, GFL Solid Waste Southeast LLC (GFL) and Friends Recycling LLC (Friends) provided proposals for both the use of a transfer station and Class III disposal. Waste Connections was the only proposer for Class I disposal.

At its June 17, 2025 meeting, the Board approved the initial contract with GFL for the receiving, loading and transportation of delivered waste to the Heart of Florida (HOF) landfill. Negotiations with the second vendor, Friends, have since concluded. The Solid Waste Department now recommends awarding a second contract for transfer station use to Friends. Under the proposed agreement, Friends will provide transfer station services for both Class I and Class III solid waste materials delivered by Marion County at a fixed rate of $8.00 per ton. The transfer station facility is located within six (6) miles of the Marion County Courthouse and will be equipped with certified scales to weigh incoming loads from County collection vehicles and, if applicable, from the public. Friends will be responsible for receiving and loading Class I and Class III materials. Materials will be loaded into transfer trailers to a minimum of 22 tons per load, for final transportation and disposal by the County or a third-party hauler, as elected by the County. The facility's hours of operation will be Monday through Friday from 7:00 AM to 5:00 PM, and Saturday from 7:00 AM to 12:00 PM. The initial contract term is three years, effective through June 30, 2028, with the option to renew for up to three additional one-year terms.

Solid Waste recommends establishing multiple contracts for the use of transfer stations to enhance system reliability and operational flexibility. These contracts will help maintain adequate capacity during planned repairs or maintenance at the existing transfer station. They will also provide essential redundancy and ensure continuity of service in the event of emergencies. Furthermore, access to additional transfer stations will support the diversion of bulky, lightweight materials-such as furniture and mattresses-that can create operational difficulties. Securing this extra capacity will also enable continued waste diversion as our primary facility nears its operational limits.

Attached for review is the draft contract for Friends Recycling LLC. Upon approval at today's meeting, it will be forwarded to Friends for signatures. Once returned, it will be sent to Legal, the Clerk and Chairman for signatures.

Budget/Impact: Neutral; estimated annual expenditure of $500,000. Annual expenditure will not exceed approved FY budgeted amounts without being brought back to the Board.

Recommended Action: Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract under 25P-014.

7.4.7. Request Approval of Fifth Contract Amendment: 20C-056-CA-05, 9-1-1 VESTA System - CenturyLink Communications, LLC dba Lumen Technologies, Mansfield, OH (Budget Impact - Neutral; expenditure of $62,884)

The Board accepted the following recommendation from Procurement Services Director Olsen:

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On March 24, 2020, the Board approved an upgrade to the County's Public Safety Answering Points (PSAPs) 9-1-1 telephone equipment, managed by the 9-1-1 Management Department. CenturyLink Communications, LLC dba Lumen Technologies (Lumen) was, and remains, the contracted provider of maintenance and support for the County's 9-1-1 system and serves as the primary point of contact for all three (3) PSAPs.

On August 20, 2024, the Board approved a bid exemption and service agreement with Communications Venture Corporation dba INdigital, Inc. (INdigital) for the implementation of Next Generation Core Services (NGCS) for Marion County's 9-1-1 system. The NGCS platform provides enhanced emergency communications capabilities including voice and text call routing, location information databases, network integration, and disaster recovery, all delivered over a redundant, secure, IP-based network.

This Fifth Contract Amendment with Lumen supports the necessary Emergency Incident Management (EIM) configuration of legacy circuits currently in place. The amendment enables these circuits to be properly integrated with INdigital's NGCS platform, ensuring full interoperability.

As part of the County's migration to INdigital's NGCS, the EIM module is critical in enhancing real-time operational efficiency and situational awareness for PSAPs. This configuration will allow:

- Seamless integration between existing 9-1-1 call-handling systems and the NGCS environment.
- Real-time monitoring and management of active emergency calls across multiple jurisdictions.
- Display and routing of supplemental information such as precise caller location, incident coordinates, and caller movement data to telecommunicators.
- Support for advanced services including text-to-911 and optimized call routing, particularly for wireless and VoIP calls.
- Built-in disaster recovery and redundancy features to ensure service continuity and information retention during outages or disruptions.

This upgrade is essential to ensure the County can fully leverage the advanced capabilities offered by NGCS, such as ESInet connectivity, IP-based call routing, and improved location accuracy. The EIM configuration enables Marion County's PSAPs to operate on a secure, resilient, and modern emergency communications infrastructure. Approval of this amendment will allow for continued forward progress in modernizing the County's 9-1-1 system and improving public safety response.

Attached for review is a copy of the vendor-signed amendment and an approved LRM from Legal; pending approval at today's meeting, a vendor-signed original will be presented to the Chairman for signature.

Budget/Impact: Neutral; expenditure of $62,883.35. Funding from CM313525-531109 (9-1-1 Management Fund).

Recommended Action: Motion to approve and authorize the Chairman to execute the Fifth Contract Amendment with CenturyLink Communications, LLC dba Lumen Technologies under 20C-056.

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7.4.8. Request Approval of Piggyback and Second Contract Amendment: 23PB-020, Fire Equipment, Parts and Supplies - Lake County Contract 22-730H - Municipal Equipment Company, LLC, Orlando, FL (Budget Impact - Neutral; estimated expenditure of $50,000)
The Board accepted the following recommendation from Procurement Services Director Olsen:

Description/Background: On November 1, 2022, Marion County Fire Rescue (MCFR) sought approval to utilize Lake County's competitively awarded Contract no. 22-730H with Municipal Equipment Company, LLC., for the procurement of essential fire equipment, including boots, gloves, and tools. This contract, initially effective through July 31, 2023, with provisions for two additional one-year renewals, was accepted by both parties. The first amendment, extending the agreement through July 31, 2025, was approved by the Board August 15, 2023.

This Second Contract Amendment is being presented to the Board for consideration, aligning with Lake County's renewed contract, extending the term through July 31, 2027.

Attached for review is a copy of the County's contract along with Lake County's contract and all subsequent modifications which harmonize with the master agreement currently in place. This piggyback agreement is structured to automatically renewal, ensuring uninterrupted access to vital Fire Service Equipment. All other terms and conditions of the original agreement remain in effect. Upon approval at today's meeting, the amendment will be presented to the Chairman and Clerk for signatures.

Budget/Impact: Neutral; expenditure is estimated at $50,000 annually; however, this will vary based on the actual need for services. Marion County Fire Rescue will pay for services necessary during the term and total expenditure will not exceed funds approved in each year's budget without being brough back before the Board for approval.

Recommended Action: Motion to approve the Second Contract Amendment to renew the piggyback agreement with Municipal Equipment Company, LLC, including future automatic renewal provisions consistent with Lake County contract, and authorize the Chairman and Clerk to execute the agreement under 23PB-020.

7.4.9. Request Approval of Piggyback and Second Contract Amendment: 23PB-021, Fire Equipment, Parts and Supplies - Lake County Contract 22-730K - Ten-8 Fire and Safety, LLC., Orlando, FL (Budget Impact - Neutral; estimated expenditure of $80,000)
The Board accepted the following recommendation from Procurement Services Director Olsen:

Description/Background: On November 1, 2022, Marion County Fire rescue (MCFR) sought approval to utilize Lake County's competitively awarded Contract 22-730K with Ten-8 Fire and Safety, LLC., for the procurement of essential fire equipment, including boots, gloves and tools. This contract, initially effective through July 31, 2023, with provisions for two additional one-year renewals, was accepted by both parties. The first amendment, extending the agreement through July 31, 2025, was approved by the Board August 15, 2023.

This Second Contract Amendment is being presented to the Board for consideration, aligning with Lake County's renewed contract, extending the term through July 31, 2027.

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Attached for review is a copy of the County's contract along with Lake County's contract and all subsequent modifications which harmonize with the master agreement currently in place. This piggyback agreement is structured to automatically renewal, ensuring uninterrupted access to vital Fire Service Equipment. All other terms and conditions of the original agreement remain in effect. Upon approval at today's meeting, the amendment will be presented to the Chairman and Clerk for signatures.

Budget/Impact: Neutral; expenditure is estimated at $80,000 annually, however, this will vary based on the actual need for services. Marion County Fire Rescue will pay for services necessary during the term and total expenditure will not exceed funds approved in each year's budget without being brough back before the Board for approval.

Recommended Action: Motion to approve the Second Contract Amendment to renew the piggyback agreement with Ten-8 Fire and Safety, LLC., including future automatic renewal provisions consistent with Lake County contract, and authorize the Chairman and Clerk to execute the agreement under 23PB-021.

7.4.10. Request Approval of Task Order: 20Q-074-TO-36 Maricamp Water Main Replacement - Engineering Design Support Services, Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $96,583)

The Board accepted the following recommendation from Procurement Services Director Olsen:

Description/Background: On July 21, 2020, the Board approved contracts with five (5) firms to provide Utilities Engineering Design Support Services for Marion County. Under the agreement, Marion County Utilities (MCU) has assigned Kimley-Horn and Associates, Inc. (KHA) to provide comprehensive engineering design services for the replacement of an existing 12-inch water main along SE Maricamp Road. The new water main will consolidate and replace two (2) aging water lines that have experienced frequent leaks. Additionally, the project will complete a loop in the water distribution system, thereby enhancing system reliability and operational efficiency in the area.

As part of the project, KHA will coordinate with survey and geotechnical subconsultants and provide quality assurance and control throughout the project design process. KHA will prepare design plans based on current utility locations and include all necessary technical specifications. The firm will also participate in design review meetings with MCU and the Office of the County Engineer (OCE) staff to ensure alignment throughout the design process. The final design submittal will incorporate all necessary refinements, including vertical alignment and project-specific details. In addition, KHA will support MCU during the bidding phase by providing typical bidding assistance and engaging with prospective bidders as needed.

A copy of KHA's proposal and scope of work is attached for review and will be included as backup documentation for the associated purchase order.

Budget/Impact: Neutral; expenditure of $96,582.50. Funding for this project is from ZF448536-563102 (Marion County Utility Fund), Project UTC000094.

Recommended Action: Motion to approve the recommendation and authorize staff to release the purchase order to Kimley-Horn and Associates, Inc., under 20Q-074.

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7.4.11. Request Approval of Purchases $50,000 and Over
The Board accepted the following recommendation from Procurement Services Director Olsen:

Description/Background: The item below has been received by Procurement Services and is approved for conformance with the Procurement Code/Manual, pending approval at today's meeting.

Pending Requisition/McKesson Medical Surgical Government Solutions, LLC - Marion County Fire Rescue requests approval to purchase one (1) Aqua Phase Backboard Washer, a specialized sanitation unit engineered to deep clean spinal immobilization boards by efficiently removing biohazardous residues. It ensures complete decontamination and significantly reduces the risk of cross contamination between patients. Total expenditure of $61,015.84; funds are available in line VJ732522-564101-STC0732SG (Infrast Surtax Cap Proj Fund). This purchase meets competitive bidding requirements under Sourcewell contract #041823-MML.

Recommended Action: Motion to approve requested purchase.

7.5. Transportation - County Engineer:

7.5.1. Request Approval of an Indemnification Agreement Between Pulte Home Company, LLC and Marion County for the Proposed Stone Creek by Del Webb Solaire Phase 2 & 3 Subdivision, Application Number 32569 (Budget Impact - None)
The Board accepted the following recommendation from County Engineer Steven Cohoon, Office of the County Engineer (OCE):

Description/Background: This is a request seeking approval of an Indemnification Agreement associated with Land Development Code Section 2.18.4.E, which allows for up to 10 building lots to be constructed in a subdivision prior to recording the Final Plat. The five (5) conditions outlined in the proposed Indemnification Agreement have been met and the County Attorney's office has approved the proposed agreement for Stone Creek by Del Webb Solaire Phase 1 Subdivision. This will allow up to 20 individual permits for the construction of 10 building lots prior to Final Plat approval.

This subdivision is located in the southwest portion of the County and contains 270 lots and 11 tracts on 85.05 acres with 2.04 miles of private roads.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Indemnification Agreement between Pulte Home Company, LLC and Marion County for the proposed Stone Creek by Del Webb Solaire Phase 2 & 3 Subdivision and authorize the Chairman and Clerk to execute the same.

7.5.2. Request Approval of a Perpetual Utility Easement Associated with the Animal Services Complex for Parcel 21630-003-00 and 21630-003-01 (Budget Impact - None)
The Board considered the following recommendation as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve a Perpetual Utility Easement associated with the Animal Services Complex currently under construction off west SR 40. This easement will allow Sumter Electric Cooperative, Inc. (SECO) to install, maintain, and operate underground power lines and related equipment between the main lines on SR 40 and the Animal Services Complex.

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Budget/Impact: None.

Recommended Action: Motion to approve the Perpetual Utility Easement and authorize the Chairman and Clerk to execute the same.

Mr. Bouyounes provided a brief overview of the request, noting after the initial Agenda was published staff was still working on the easement language to make it less restrictive for the proposed site. He stated the revisions were successful. The easement will be perpetual, which is where they will install the power lines to serve the Animal Services center and make crossing the easement similar to a driveway or walking path.

A motion was made by Commissioner McClain, seconded by Commissioner Stone, to approve the Perpetual Utility Easement as revised and authorize the Chairman and Clerk to execute the same. The motion was unanimously approved by the Board (5-0).

7.5.3. Request Approval of the Release of a Subdivision Improvement Agreement with Letter of Credit Associated with McGinley Landing Phase 1 (renamed to 1a) (Budget Impact - None)

The Board accepted the following recommendation from County Engineer Cohoon, OCE:

Description/Background: This is a request to approve the Release of a Subdivision Improvement Agreement with Letter of Credit associated with McGinley Landing Phase 1 (renamed to 1a). The improvements were inspected on May 9, 2025 and a Certification of Satisfactory Completion letter was sent to the Developer. The release will be recorded in the Public Record for proper satisfaction of the surety bond.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Release and to authorize the Chairman and Clerk to execute the same.

7.6. Utilities:

7.6.1. Request Approval of Water Main Extension Connection Agreement WME-093-O Between Pabliny LLC and Marion County Utilities (Budget Impact - Neutral; expenditure of $700)

The Board accepted the following recommendation from Utilities Director Tony Cunningham:

Description/Background: In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner is required to connect to the public water main provided by Marion County Utilities (MCU), which results in installing 196 feet of water main across the parcel's frontage. MCU's $700 fee covers only the design of the water main extension, as the property owner selected to use their own underground utility contractor. The project will service a total of three (3) parcels along the route.

Total Project Cost	$20,300.00	$19,600 construction + $700 design
Per Parcel Cost	$6,776.67	Three (3) total parcels

Budget/Impact: Neutral; project cost is $700. Funding is from ZF448536-563102 with project code UTC000094.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement.

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7.6.2. Request Approval of Water Main Extension Connection Agreement WME-091-S Between AT20 Assets LLC and Marion County Utilities (Budget Impact - Neutral; expenditure of $75,351)

The Board accepted the following recommendation from Utilities Director Cunningham:

Description/Background: In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property being developed is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner has applied for building permits for two adjacent parcels within the 400' connection distance of the public water main provided by Marion County Utilities (MCU). The owner is required to install the water main across the entire frontage of both parcels, concluding at the farthest corner of the second property.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances to permit MCU to enter into a Share Agreement whereby each parcel connecting to the MCU system is charged for only their share of the total project based upon MCU's low bid for the work. The County has funding in place to use the share methodology to interconnect the mains and "close the loop," which improves the system hydraulics within the neighborhood.

Total Project Cost	$75,350.50	$75,350.50 construction + $1,400 design
Per Parcel Cost	$ 4,709.41	16 total parcels

Budget/Impact: Neutral; project cost is $75,350.50 and construction purchase order includes 10% contingency in accordance with the Procurement Manual. Funding is from ZF448536-563102 with project code UTC000094.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

7.6.3. Request Approval of Water Main Extension Connection Agreement WME-118-S Between 6 Grands, LLC, and Marion County Utilities (Budget Impact - Neutral; expenditure of $25,431)

The Board accepted the following recommendation from Utilities Director Cunningham:

Description/Background: In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner is required to connect to the public water main provided by Marion County Utilities (MCU) by installing the water main across the parcel's entire frontage and end the system at the farthest property corner. The County has the necessary funding in place to use the share methodology to interconnect the water mains to "close a loop", which improves the system hydraulics within the neighborhood.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances to permit MCU to enter into a Share Agreement whereby each parcel connecting to MCU system pays only their share of the project based upon MCU low bid contractor's price for the work. The water main extension will serve a total of two (2) parcels along the route.

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Total Project Cost	$25,431.00	$24,731 construction + $700 design
Per Parcel Cost	$12,715.50	Two (2) total parcels

Budget/Impact: Neutral; project cost is $25,431 and construction purchase order includes 10% contingency in accordance with the Procurement Manual. Funding is from ZF448536-563102 with project code UTC000094.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-146.

8. COUNTY ATTORNEY:

8.1. Request Consideration of Reduction and/or Release of Civil Restitution Lien for Cynturia McClendon Smith

County Attorney Matthew G. Minter, Legal, presented the following recommendation:

Description/Background: On June 27, 2025, the County Attorney's Office received a request from Cynturia McClendon Smith for a Release/Reduction of her Civil Restitution Lien from Case No. 2014-CF-0997, recorded in OR Book 6069, Page 609 on July 17, 2014. Ms. McClendon Smith is requesting a reduction of the Civil Restitution/Cost of Incarceration Lien totaling $14,786.27, with $9,000.00 remaining in judgment and$5,786.27 in interest.

On March 24, 2014, Ms. McClendon Smith was arrested for Possession of Cocaine (Third Degree Felony) and Possession of Cannabis Less than 20 Grams (First Degree Misdemeanor) in Case No. 2014-CF-0997. On May 6, 2014, she was sentenced to 180 days in jail; the court imposed a judgment of Cost of Incarceration for $9,000.00 (sentence 180 days x $50 per day). She served 154 days in the Marion County jail and was an Inmate Worker for 108 days. Therefore, she was in jail for 46 days where she was not an inmate worker. She has paid all other fines and court costs for this case.

Ms. McClendon Smith is asking for this release/reduction of her lien to help clear up her background to obtain an administration job with her local church.

Budget/Impact: None.

Recommended Action: Motion to approve or deny Cynturia McClendon Smith's request for a Reduction and/or Release of the Civil Restitution Lien recorded in OR Book 6069, Page 609 on July 17, 2014.

County Attorney Mathew G. Minter, Legal, provided a brief overview of the Civil Restitution Liens. He advised that Cynturia McClendon Smith has paid all other fines relating to the case. Mr. Minter stated she is requesting relief from the Board to facilitate her obtaining an administrative position with her church, noting she has had no known run-ins with law enforcement since, is married and has 2 little boys.

Chairman Bryant advised that she read through the applicants file and letter to the Board. She congratulated Ms. Smith for moving forward from a foolish decision in her youth and a life well lived.

Cynturia McClendon Smith, NE 166th Avenue, Williston, advised that most of her comments were in the original letter she submitted to the BCC. She stated she is trying to build a better life for herself, her husband and her children. Ms. Smith advised that she has a position available at her church ministry where she is employed and is seeking a promotion, noting the liens are hindering this opportunity. Ms. Smith stated her supervisor from Vision Christian Academy and Director of Admission is present in support of her today.

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Commissioner Stone opined that there is no life that cannot be turned around. She stated Ms. Smith is a wonderful success story and testimony.
A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to waive all interest fees, credit the 154 days as an inmate worker and reduce the total lien to $2,300.00. The motion passed unanimously by the Board (5-0).
Chairman Bryant congratulated Ms. Smith for moving forward.

9. COUNTY ADMINISTRATOR:
9.1. Present Community Services and Code Enforcement Update
Community Services Director Butler presented the following recommendation:

Description/Background: On May 22, 2024, the BCC authorized the Community Services Department and the Growth Services Department, through the Code Enforcement Division, to collaborate and coordinate a Neighborhood Cleanup Pilot Program using Community Development Block Grant (CDBG) Funds. The program goal is to address properties in violation of the County's Code of Ordinances that are within Low to Moderate Income Census Communities. This program is in the approved 2025-2026 Action Plan and the Community Services 2025-2028 Five Year Consolidated Plan.

In October 2024, the program began by establishing processes that allowed a Code Enforcement Officer and others to obtain the necessary training to accomplish the stated goals. To date, Community Services and Growth Services have successfully cleaned up and/or demolished structures on approximately 20 properties in the low to moderate income areas of the County.

Community Services and Growth Services have proven that this pilot program is successful and plan to continue the program through FY 2025-26, provided the necessary funding remains available.

Budget/Impact: None.

Recommended Action: For information only.

County Administrator Mounir Bouyounes, Administration, advised that the Neighborhood Pilot Cleanup Program will be tag teamed by both Growth Services and Community Services.
Community Services Director Cheryl Butler introduced Charles Rich to provide an update on how Community Development Block Grant (CBDG) funds have been aiding the Code Enforcement team.
Administrator Charles Rich, Community Services, referred to the map on page 1048 of the Agenda Packet entitled "FY-2024-2025 Community Services Code Enforcement – Neighborhood Cleanups". He advised that staff brought this pilot program to the BCC in May of 2024. Mr. Rich stated the Board provided the vision, the executive management team provided direction and staff executed on the pilot program to commit CDBG funds towards Code Enforcement cases that were creating neighborhood problems. He opined that the County is fortunate Code Enforcement worked to tee up cases that had already been adjudicated through the Code Enforcement Board (CEB) and found to be problematic. Mr. Rich stated this project has been quite successful, noting staff has been able to complete 20 of the cleanups. He introduced Robin Hough to provide further details.
Code Enforcement Manager Robin Hough referred to the PowerPoint presentation as shown on the overhead screens. She stated staff began with $200,000.00 from the CDBG funding; however, some of those funds goes towards the salary of the Code Enforcement officer that is assigned to this project. Ms. Hough referred to the map on the overhead

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screen showing all of the abatement projects staff completed this year with the remaining funds. Some of the money is still incumbered with purchase orders for projects that have not been completed but are in the process. She advised that $130,696.00 is what was left of the $200,000.00 for the abatement projects. Ms. Hough stated the Department is nearing the end of this fund ensuring all is spent. She advised that in relation to the BCC General Fund budget the Department normally has in their contractual services for the abatement projects, almost $115,000.00 has been spent and under $50,000.00 is left to complete projects for this fiscal period. Ms. Hough provided a brief overview of examples of cleanups as shown on the overhead screens.
Chairman Bryant stated residents in the cleanup areas are very glad to see the work that is being done and commended Ms. Hough on the success of the program.
Ms. Hough opined that staff has done very well with the funds.

NEW BUSINESS: Mr. Bouyounes referred to an electronic message (email) sent out that has a package detailing talking points for the upcoming budget workshops, noting a hard copy will be on the Commissioners desks.

UPDATE: Mr. Bouyounes advised that the Board received a letter from Florida's Department of Government Efficiency (DOGE) requesting more information on the County's operation and efficiency. He stated staff is currently consumed with preparing for the budget workshops for the 2025/26 Fiscal Year (FY). Mr. Bouyounes stated while staff is also working to actively address DOGE's new information requests that he is going to ask that their deadline for response be extended to August 4, 2025 so the information is the most accurate the County has.
Chairman Bryant stated she has read the letter and the BCC has been very forward in giving DOGE any information requested. She advised that to her knowledge the information the County has provided in response to their requests has received no feedback. Chairman Bryant opined that the Board has been very thorough and that DOGE will be willing to give the deadline extension knowing the County is in the budget process. She stated Budget Workshops start July 16, 2025, noting if individuals cannot be physically present they can watch online at www.marionfl.org/agendas .

10. COMMITTEE ITEMS:
10.1. Board of Adjustment - Request to Reappoint One (1) Incumbent Member for a Full Term, Ending May 2028
Executive Assistant Gennifer Medina, Commission Office, presented the following recommendation:

> Description/Background: The term of incumbent Thomas Phillips expired in May 2025. Although no applications were received during the initial advertisement cycle, Mr. Phillips has since submitted an application for reappointment during the current selection period. He wishes to continue serving as a full member of the Board of Adjustment for a new term ending in May 2028.
> No other eligible applications were received during the advertisement period.
> Budget/Impact: None.
> Recommended Action: Motion to reappoint Thomas Phillips as full member of the Board of Adjustment for a term ending May 2028.

Clerk Harrell advised that Thomas Phillips received the appropriate votes.

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A motion was made by Commissioner Stone, seconded by Commissioner Curry, to reappoint Thomas Phillips as full member of the Board of Adjustment for a term ending May 2028. The motion was unanimously approved by the Board (5-0).

10.2. Hills of Ocala MSTU for Recreation Advisory Council - Request to Reappoint One (1) Incumbent Member for a Full Term, Ending May 2029

Executive Assistant Medina, Commission Office, presented the following recommendation:

Description/Background: The term of incumbent Karen Brenay expired in May 2025. Although no applications were received during the initial advertisement cycle, Ms. Brenay has since submitted an application for reappointment during the current selection period. She seeks to continue serving as a full member of the Hills of Ocala MSTU for Recreation Advisory Council for a new term ending in May 2029. No additional applications were received during the advertisement period.

Budget/Impact: None.

Recommended Action: Motion to reappoint Karen Brenay as full member of the Hills of Ocala MSTU for Recreation Advisory Council for a term ending May 2029.

Clerk Harrell advised that Karen Brenay received the appropriate votes.

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to reappoint Karen Brenay as full member of the Hills of Ocala MSTU for Recreation Advisory Council for a term ending May 2029. The motion was unanimously approved by the Board (5-0).

10.3. Code Enforcement Board - Request to Appoint One (1) Member to Fill One of Three Vacancies

Executive Assistant Medina, Commission Office, presented the following recommendation:

Description/Background: There are three (3) member vacancies on the Code Enforcement Board, and only one (1) application from Mr. Clifford Wilson was received during the advertisement period.

The vacancies are as follows:

- One (1) full member for an unexpired term, ending August 2026
- One (1) alternate member for an unexpired term, ending February 2026
- One (1) alternate member for a full term, ending July 2028

Budget/Impact: None.

Recommended Action: Motion to appoint Mr. Clifford Wilson to one of the vacant positions on the Code Enforcement Board.

Clerk Harrell advised that Clifford E. Wilson received the appropriate votes.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to appoint Mr. Clifford Wilson as a full member of the Code Enforcement Board for an unexpired term ending August 2026. The motion was unanimously approved by the Board (5-0).

Chairman Bryant stated if anyone in the public has a willingness to serve on Advisory Boards that there are 2 vacant positions on the CEB, noting both are alternate positions and individuals are welcome to apply by calling (352) 438-2121 for more information.

10.4. Fire Rescue / EMS Advisory Board - Request for Ratification of City of Ocala Fire Chief Clint Welborn as the Municipalities Representative for a Full Term Ending July 2029

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Executive Assistant Medina, Commission Office, presented the following recommendation:

Description/Background: The current Municipalities Representative on the Fire Rescue/EMS Advisory Board is serving a term that expires at the end of July 2025. The incumbent is eligible for reappointment and has expressed interest in continuing to serve.

Budget/Impact: None.

Recommended Action: Motion to ratify the reappointment of City of Ocala Fire Chief Clint Welborn as the Municipalities Representative for a full term ending July 2029.

Clerk Harrell advised that City of Ocala Ocala Fire Chief Clint Welburn received the appropriate votes.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to ratify the reappointment of City of Ocala Fire Chief Clint Welborn as the Municipalities Representative for a full term ending July 2029. The motion was unanimously approved by the Board (5-0).

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule and Advertise Two Public Hearings to Consider an Ordinance to Amend the Marion County Land Development Code on Wednesday, August 13, 2025, at 9:00 a.m., or as Soon Thereafter, and Wednesday, September 3, 2025, at 5:30 p.m., or as Soon Thereafter, with Each Hearing to be Held in the McPherson Governmental Campus Auditorium

Growth Services Director Chuck Varadin presented the following recommendation:

Description/Background: Staff has submitted Land Development Code (LDC) Amendment Applications to review and update:

- LDC Article 2, Division 21, Major Site Plan, Section 2.21.1, Applicability
- LDC Article 2, Division 22, Stand Alone Permits, Section 2.22.2, Driveway Connection
- LDC Article 6, Division 13, Stormwater Management, Section 6.13.3, Stormwater Management Facilities
- LDC Article 6, Division 13, Stormwater Management, Section 6.13.4, Stormwater Quantity Criteria
- LDC Article 6, Division 13, Stormwater Management, Section 6.13.5, Flood Plain and Protection
- LDC Article 6, Division 13, Stormwater Management, Section 6.13.8, Stormwater Conveyance Criteria
- LDC Article 7, Division 3, Design Details, Section 7.3.1, Transportation and Stormwater, to revise TS034 Drainage Retention Area, to add TS039 Bedding and Trenching with Undercutting, and to add TS040 Bedding and Trenching Without Undercutting
- LDC Article 7, Division 3, Design Details, Section 7.3.2, Utilities, to revise UT102 Type A Bed Trench, and to revise UT103 Type B Bed Trench

The proposed revisions are to be considered by the Land Development Regulation Commission (LDRC) in a public hearing to be held on July 23, 2025, at 5:30 p.m., consistent with LDC Section 2.4.3.

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LDC Section 2.5.5.A(1) requires the Board to consider the adoption of the proposed amendments in two advertised public hearings. At least one hearing is to be held after 5:00 p.m. on a weekday, unless the Board, by a majority plus one vote, elects to conduct that hearing at another time of day. Further, the second public hearing shall be held at least ten days after the first hearing. The following dates and times are being requested to conduct the required public hearings and accommodate the required advertising to consider the proposed Amendments:

- Wednesday, August 13, 2025, at 9:00 a.m., or as soon thereafter as possible, in the McPherson Governmental Campus Auditorium and
- Wednesday, September 3, 2025, at 5:30 p.m., or as soon thereafter as possible, in the McPherson Governmental Campus Auditorium.

Budget/Impact: None.

Recommended Action: Motion to schedule and advertise Board of County Commissioners two Public Hearings to consider revisions to LDC Article 2, Division 21, Major Site Plan, Section 2.21.1, Applicability; Article 2, Division 22, Stand Alone Permits, Section 2.22.2, Driveway Connection; Article 6, Division 13, Stormwater Management, Section 6.13.3, Stormwater Management Facilities; Article 6, Division 13, Stormwater Management, Section 6.13.4, Stormwater Quantity Criteria; Article 6, Division 13, Stormwater Management, Section 6.13.5, Flood Plain and Protection; Article 6, Division 13, Stormwater Management, Section 6.13.8, Stormwater Conveyance Criteria; Article 7, Division 3, Design Details, Section 7.3.1, Transportation and Stormwater; and Article 7, Division 3, Design Details, Section 7.3.2, Utilities on Wednesday, August 13, 2025, at 9:00 a.m. and Wednesday, September 3, 2025, at 5:30 p.m. or as soon thereafter as possible in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to schedule and advertise Board of County Commissioners two Public Hearings to consider revisions to LDC Article 2, Division 21, Major Site Plan, Section 2.21.1, Applicability; Article 2, Division 22, Stand Alone Permits, Section 2.22.2, Driveway Connection; Article 6, Division 13, Stormwater Management, Section 6.13.3, Stormwater Management Facilities; Article 6, Division 13, Stormwater Management, Section 6.13.4, Stormwater Quantity Criteria; Article 6, Division 13, Stormwater Management, Section 6.13.5, Flood Plain and Protection; Article 6, Division 13, Stormwater Management, Section 6.13.8, Stormwater Conveyance Criteria; Article 7, Division 3, Design Details, Section 7.3.1, Transportation and Stormwater; and Article 7, Division 3, Design Details, Section 7.3.2, Utilities on Wednesday, August 13, 2025, at 9:00 a.m. and Wednesday, September 3, 2025, at 5:30 p.m. in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0).

11.2. Request Adoption of a Resolution to Declare a Public Hearing Date for Consideration of a Road Closure Petition Associated with the Revised Map of Goodwins Additions Stanton on August 19, 2025, at 10:00 a.m., or as Soon Thereafter as Possible in the McPherson Governmental Campus Auditorium

County Engineer Cohoon, OCE, presented the following recommendation:

Description/Background: This is a request for approval and execution of a Resolution declaring a Public Hearing be held to consider a petition made by Kathleen O. Dudley to close and abandon a portion of High Street (SE 141st

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Terrace) and Rapello Avenue, located in Section 21, Township 17, Range 24, and to renounce and disclaim any right of the County and the general public.
Budget/Impact: Revenue of $700 - Transportation - BL400341 - 34190012.
Recommended Action: Motion to approve and adopt the Resolution declaring a Public Hearing date to consider closing a portion of High Street (SE 141st Terrace) and Rapello Avenue located in Section 21, Township 17, Range 24 on August 19, 2025, at 10:00 a.m., or as soon thereafter as possible in the McPherson Governmental Campus and authorize the Chair and Clerk to execute the same.

A motion was made by Commissioner Stone, seconded by Commissioner McClain, to adopt Resolution 25-R-232 declaring a Public Hearing date to consider closing a portion NW 54th Court located in Section 28 Township 12 Range 21 on December 17, 2024 at 10:00 a.m., or as soon thereafter as possible in the McPherson Governmental Campus Auditorium, and authorize the Chair and Clerk to execute the same. The motion was unanimously approved by the Board (5-0).

Resolution 25-R-232 is entitled:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO DECLARE A PUBLIC HEARING DATE & TIME FOR CONSIDERATION OF CLOSING AND ABANDONMENT OF ROAD(S)

12. GENERAL PUBLIC COMMENTS:

Scheduled requests will be heard first and limited to five (5) minutes. Unscheduled speakers will be limited to two (2) minutes. Citizens may contact Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or sign up online at: www.marionfl.org .

Kris Mezini, Cherry Road, commented on a recent experience with the Building Safety Department relating to a solar panel installation inspection. He expressed concern with how the situation was handled and the discrepancies, noting a new inspection should be conducted to verify the results.

Building Safety Director Michael Savage advised that he met with Mr. Mezini's parents several times over concerns with the installation of the solar panels and also the allegations of a poor inspection. Mr. Savage provided a brief overview of how inspections are scheduled and performed. He advised that he has never received the video of the camera footage. Mr. Savage stated Inspections Manager Mike Biganzoli went back out to the field to check for anything wrong with the installation, noting nothing was found. He provided a brief history of the inspections performed. Mr. Savage advised that in relation to granting the Mezini's another inspection, he is legally barred from doing so since the permit now has a CO. Florida Building Code section 1.10.1 precludes an inspector from going back out to perform an inspection after that CO has been issued. He clarified that the Department by Statute performs inspections on active building permits, noting this building permit was final. Mr. Savage stated all other partners in the County must sign off if need be and then the report is ran, which is why there is a discrepancy in the date. He advised that he has been dealing with this case for almost 4 years now.

Chairman Bryant clarified that a solar contractor is handling the installation of the solar panels and that is who has made the application with the County on behalf of the homeowner. The multiple inspections were scheduled by that contractor with one failure prior to passing and being issued a CO. She opined that the County has fulfilled their obligation.

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Mr. Savage advised that staff also performed a Customer Service quality check to ensure nothing was missed.
In response to Chairman Bryant, Mr. Mezini stated the project still does not comply with any C-codes, which tie in with Florida building codes. For example, it does not have any grounding for an electrical system. He advised that if he were to submit the current paperwork to Duke Energy that they would require a new inspection. Mr. Mezini stated the CO should not have been passed based on the lack of proper inspection to see the grounding wire was still not connected or installed.
Chairman Bryant questioned if this information came from Duke Energy.
Mr. Mezini stated nothing changed aside from the panels increasing from 27 to 30 on the second building inspection, noting the first building inspector failed the system due to the changes in the amount of panels and the final electrical not having any grounding.
Chairman Bryant questioned whether the County's inspection showed the electrical wiring was done properly. Mr. Savage advised that the exact comments from the inspector were "Need revised plans. Rough electric disapproved", but these were his only comments and there were none about grounding.
In response to Chairman Bryant, Mr. Savage advised that is all the information the County has. He stated the final structural inspection that passed on September 30, 2021 says "Met with District Manager. Observed system. No permit available to sign." Final electrical and power inspections passed on the same date with a note that stated "The homeowners would not answer their door." Mr. Savage clarified that the inspector did not know the homeowner was in a meeting at the County Building Safety office at the same time. He noted there is no documentation in relation to a grounding system.
Chairman Bryant advised that in an effort to save time she is suggesting ACA Tracy Straub along with Building Safety Director Savage meet with the Mezini's to get this issue resolved.
General discussion ensued.
Chairman Bryant advised that if the burden of solution falls on Duke Energy then the Mezini's will need to take that up with them or the solar contractor.

Chairman Bryant noted it is the ten o'clock hour. She advised that the Board would continue with the Agenda after the public hearing is concluded.
Commissioner Stone out at 10:08 a.m.

6. PUBLIC HEARINGS (Request Proof of Publication) at 10:00 am:

Public participation is encouraged. When prompted, please step up to the podium and state your name and address for the record. Please limit your comments to the specific issue being addressed.

6.1. PUBLIC HEARING to Consider Public Comments for the 2025-2026 Annual Plan for the Community Development Block Grant, Home Investment Partnership and Emergency Solutions Grant

Community Services Director Cheryl Butler presented the following recommendation:

Description/Background: Marion County receives federal grant funds through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs as an Entitlement County.

- Marion County partners with the City of Ocala in a HOME Consortium, where the County serves as the lead agency.

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- The City of Ocala independently receives its own CDBG funds as an Entitlement City.

Each year, the County submits an Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). The plan outlines how federal funds will support housing, community development, and homelessness services for low- to moderate-income residents.

This public hearing is the first of two held to gather input for the development of the FY 2025-2026 Annual Action Plan. A 30-day public comment period runs from July 6 to August 6, 2025. Anticipated FY 2025-2026 Allocation are:

- CDBG, $2,173,037.00
- HOME, $891,550.13
- ESG, $190,774.00

Below is the proposed use of funds:

Proposed Activities for 2025-2026 Annual Action Plan	Anticipated Allocation Amount
CDBG	$2,173,037
Public Service	$325,955
Public Infrastructure	$265,137
Nonprofit Public Facility	$565,137
Clearance and Demo/Slum and Blight	$582,201
Administration and Planning	$434,607
HOME	$891,550.13
New Construction	$565,040.13
Housing Rehab/Reconstruction	$237,355
Administration and Planning	$89,155
ESG	$190,774
Street Outreach	$100,000
Homeless Prevention/Rapid Rehousing	$76,466
Administration and Planning	$14,308
Total Anticipated 2025-2026 Funding	$3,255,361.13

The public is encouraged to comment on the proposed Annual Action Plan which is published at <https://www.marionfl.org/home/showpublisheddocument/27038/638871418740328210> by submitting written comments to MarionCountyCommunityServices@marionfl.org <mailto:MarionCountyCommunityServices@marionfl.org> or call 352-671-8870. A final public hearing is scheduled for August 5, 2025 to review and approve the final Action Plan.

Budget/Impact: None.

Recommended Action: Take public comment on the 2025-2026 Annual Action Plan and provide staff direction regarding comments. No further action is required during this first hearing.

Deputy Clerk Windberg presented Proof of Publication of legal ad No. 11390305 entitled, “Public Notice – Public Needs Hearing Proposed FY 2025-2026 Annual Action Plan” published in the Star Banner newspaper on July 3, 2025. The Notice states the Board will discuss the HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grant (ESG) Program through the Marion County and the City of Ocala HOME

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Consortium, as well as the housing, community, and economic development needs of Marion County using CDBG funds.
Commissioner Stone returned at 10:09 a.m.
Chairman Bryant passed the gavel to Commissioner Zalak who assumed the Chair.
Commissioner Byrant out at 10:09 a.m.
Community Services Director Cheryl Butler stated this is the first of two public hearings. The County receives entitlement funds from HUD, which is a combination of CDBG, ESG and the HOME. She advised that the County is set to receive approximately $3,255,361.00. Ms. Butler stated the public comment period began July 6, 2025 and runs through August 6, 2025, noting the final public hearing on this plan will be August 5, 2025 at 10:00 a.m. held at the McPherson Governmental Campus Auditorium. Comments can be received at marioncountycommunityservices@marionfl.org or calling (352)671-8870. She introduced Grant Managers Charles Rich and Sean Glancy as representatives to answer any questions.
Chairman Zalak questioned whether staff has any updates for the community at this time.
Ms. Butler advised that as part of the Action Plan under the CDBG the County is allocating approximately $582,000.00 for clearance and demolition, which would continue to support the Code Enforcement actions presented earlier in addition to clearance and demolition in the Community Redevelopment Area (CRA) if needed.
Commissioner Bryant returned at 10:11 a.m.
Chairman Zalak returned the gavel to Commissioner Bryant who resumed the Chair.
Chairman Bryant opened the floor to public comment.
There being none, Chairman Bryant advised that public comment is now closed.
Commissioner Stone stated with there being no further action to be taken that she looks forward to the final public hearing on August 5, 2025.

6.2. PUBLIC HEARING: Request Adoption of a Resolution Authorizing an Increase to the Per Parcel Assessment for the Kingsland Country Estates Whispering Pines / Kingsland Country Estates Forest Glenn Municipal Service Benefit Unit for Street Lighting, establishing a Special Assessment Rate and Adopting an Estimated per Parcel Assessment Revenue
Municipal Services Director Chad Wicker presented the following recommendation:

Description/Background: It has been determined during the budget process that the fund balance for Kingsland Country Estates Whispering Pines/Kingsland Country Estates Forest Glenn, Municipal Service Benefit Unit (MSBU) for Street Lighting assessment is not sufficient to sustain the funds beyond this current year. These funds are being used for street lighting within this subdivision.

Currently, the FY 2024-25 annual projected revenue to operating will generate approximately $52,919, with projected expenditures of $67,950, leaving a deficit of $11,647 by FY 2025-26. The increase of the assessment of $45 to $66 will increase the revenue to $77,615 annually, which will begin increasing the fund balance and allow us to offer the same level of service for the next ten years.

Based on discussions with the Marion County Budget Director, staff is recommending an increase from the current annual rate of $45 to $66 annually for the upcoming FY 2025-26 Budget.

Budget/Impact: Estimated annual expenditure of $69,989.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Resolution for the Kingsland Country Estates Whispering

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Pines/Kingsland Country Estates Forest Glenn MSBU for Street Lighting establishing a Special Assessment Rate and adopting an estimated per Parcel Assessment Revenue for the Kingsland Country Estates Whispering Pines/Kingsland Country Estates Forest Glenn for Street Lighting.

Deputy Clerk Windberg presented Proof of Publication of a display ad entitled, "Notice of Public Hearing" published in the Star Banner newspaper on June 24, 2025. The Notice states the Board will consider the adoption of a Resolution increasing the assessment rate for the Kingsland Country Estates Whispering Pines and Kingsland Country Estates Forest Glenn Municipal Services Benefit Unit (MSBU) for Street Lighting from $45.00 per parcel per year to $66.00 per parcel per year.

Operations Manager Zachary Jacobson, Municipal Services (MS), referred to the PowerPoint presentation as seen on the overhead screens. He stated both subdivisions are located in District 2, noting their MSBU was established back in 2021 for the purpose of street lighting. With that establishment the Ordinance gave a $100.00 per year per parcel maximum rate; however, it currently sits at $45.00. Mr. Jacobson advised that this does provide around 200 streetlights for these communities. He stated MS is asking this be increased to $66.00 per year per parcel to keep up with expenses, noting they would be in the red come next FY by just short of $12,000.00. Mr. Jacobson advised that while working with the Budget Department and considering the energy rates that have increased over the last year that the change to $66.00 would ensure the streetlighting services over the next 10 years or FY 2034/35. He clarified they have been servicing the area for 5 years and 1,200 parcels pay into this fund, but the increase is inevitable if it is to be sustained.

Chairman Bryant stated Mr. Jacobson works along with the area's Homeowners Association (HOA). She clarified that this is for these 2 communities and is not a Countywide initiative.

Mr. Jacobson advised that there was no pushback on the proposed increase at the HOA meeting.

Chairman Bryant opened the floor to public comment.

President Richard Kiefer, Kingsland Country Property Owners Association, SW 61st Avenue, stated this is a good thing and provides safety for everyone; however, he would prefer these lights be switched to LED, which would lower the cost.

Commissioner Curry questioned how long the assessment has been at $45.00. Mr. Kiefer advised that it has been just over 2 years, noting it started at $40.00 and went to $45.00.

Commissioner Curry questioned if the increase in the assessment would provide any surplus. Chairman Bryant advised that it is a 10-year plan.

Chairman Bryant advised that public comment is now closed.

A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to approve and authorize the Chairman and Clerk to execute Resolution 25-R-231 for the Kingsland Country Estates Whispering Pines/Kingsland Country Estates Forest Glenn MSBU for Street Lighting establishing a Special Assessment Rate and adopting an estimated per Parcel Assessment Revenue for the Kingsland Country Estates Whispering Pines/Kingsland Country Estates Forest Glenn for Street Lighting. The motion was unanimously approved by the Board (5-0).

Resolution 25-R-231 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS GOVERNING BODY OF KINGSLAND COUNTRY ESTATES WHISPERING PINES/KINGSLAND COUNTRY

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ESTATES FOREST GLENN MUNICIPAL SERVICE BENEFIT UNIT FOR STREET LIGHTING; ESTABLISHING A SPECIAL ASSESSMENT RATE; AND ADOPTING AN ESTIMATED PER PARCEL ASSESSMENT REVENUE.

12. GENERAL PUBLIC COMMENTS: CONTINUED

Chairman Bryant opened the floor to public comment.

Stephen Shives, NE Jacksonville Road, commented on a recent encounter he had with Code Enforcement relating to an event he held on his property over Presidents Day weekend and the property not being used in compliance with the zoning classification. He expressed concern for civil liberties, infringement and vagueness in the language of County Ordinances.

Chairman Bryant opined that while she understands his concerns there are still rules in place when it comes to holding special events on private property; however, it is not just for Mr. Shives but all other neighbors as well. She stated she agrees when the Code Enforcement Officer came out to discuss the situation with Mr. Shives that it may not have been handled in the best manner. Chairman Bryant advised that when there is a large event on private property where there are vendors and tickets sold followed by a neighbor complaint the County is required to follow up on the complaint. She stated she hopes all parties involved can take this as a learning opportunity. Chairman Bryant advised that the BCC encourages Mr. Shives to continue this event in the coming years as long as he obtains the proper permits. She expressed her apologies on behalf of the Board if the Code Enforcement Officer did not handle the situation properly when they first arrived on scene, noting the Board expect all County staff to strive for excellence. Chairman Bryant referenced Marion County's vision statement and its logo.

Mr. Shives opined that the issue comes when the County quotes an Ordinance designated specifically for business transactions and is now expecting the general public as private property owners to know these Ordinances now apply to them, which appears inaccurate. He clarified that tickets were not sold and the public was not invited or allowed at this event. Mr. Shives provided a brief overview of how those who attended were invited. He expressed concern for these kinds of restrictions on private property owners.

Commissioner McClain advised that he met with staff on this issue and spoke with Mr. Shives. He clarified under the Ordinance Mr. Shives was not in compliance; however, Mr. Shives brings up a good point that this Ordinance is too loosely drafted and he has seen more specifications in other Counties in terms of traffic issues or number of attendees. It brings up a good point when it comes to this Ordinance that the Board should look at drafting it a little bit tighter as opposed to casting a wide net. Commissioner McClain provided a personal example of large family gatherings.

Chairman Bryant stated another issue the County is facing is people are buying properties within Marion County and turning them into Vacation Rentals by Owner (VRBO's) advertised to hold weddings and other special events, noting she has requested staff to look into some Ordinances for this. She provided an example of residents with neighboring VRBO's, noting these VRBO's infringe on the neighboring residents right to peace. Chairman Bryant stated she would like to assign Commissioner McClain to be the liaison on these issues.

Ardian Mezini, Cherry Road, expressed concern over the inspection regarding their SolarMax solar panel installation addressed earlier in the meeting. He advised that he sent an email to County Administrator Mounir Bouyounes and spoke with Commissioner

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Curry regarding the situation, noting he turned in a flash drive to a staff member after meeting with Commissioner Curry containing the video footage from the day of inspection and pictures of the missing grounding conductor. Mr. Mezini commented on the foreclosure of his house.
In response to Mr. Mezini, Chairman Bryant advised copies of his handouts can be made in the Commission Office for the Board.
Elvira Mezini, Cherry Road, expressed concern over the inspection and conduct of the Building Safety Department.
Chairman Bryant stated the contractor is responsible for notifying the residents when an inspector is coming out. She advised that she will review the footage and follow up.
General discussion ensued.
Henry Munoz, Marion Oaks Boulevard, expressed concern over internet installation for the community auditorium in Marion Oaks and a traffic accident in the same area.
Chairman Bryant advised that public comment is now closed.
(Ed. Note: The Deputy Clerk did not receive a copy of Mr. Mezini's handouts.)

13. COMMISSIONER ITEMS:
13.1. Commission Comments
Commissioner Curry advised that he recently returned from the NACo meeting in Philadelphia and wanted to recognize Commissioner Zalak for being placed on their Board of Directors. He stated people see the Board in these meetings but not the extracurricular activities they participate in. Commissioner Curry advised that a few years ago Commissioner Bryant had ascended through multiple roles and eventually served as the President for the Florida Association of Counties (FAC), noting not many people take the time and energy to represent the County at a State and national level. He stated he enjoyed the speakers and legislative initiatives presented at NACo.

Commissioner Stone commented on Item 14.4.1 regarding the Medical Examiner's meeting on May 14, 2025. She advised that the next meeting is coming up in August. Commissioner Stone stated the Medical Examiner Advisory Committee has requested County Attorney Minter to work with the other Counties' attorneys to return to the next meeting with some options for moving forward.
County Attorney Minter, Legal, advised that one of the issues is the State Medical Examiner's Commission, noting the Lake County Attorney has advised him they do not intend on trying to appear in front of them in August.
Commissioner Stone stated Lake County advised that they intend to go back to the Medical Examiners Board asking to separate from District 5 and join District 24, but they need options to do this.

Commissioner McClain stated he had nothing further to add.

Commissioner Zalak stated during his time with NACo was a program entitled Secure Rural Schools (SRS), where the County receives funding from having the Ocala National Forest in the community. He advised that this did not get passed as a continuing Resolution or reauthorized in federal congress and it is worth noting. Commissioner Zalak stated in President Trump's budget there is no CBDG or HOME funds, which will leave it up to congress to decide on how it will move forward following September 30, 2025. There

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are other Federal programs that are going to be changing that could have an impact on Marion County.

Chairman Bryant advised that the full Agenda can be viewed online for every meeting at www.marionfl.org/agendas. She stated this is a way to review each Agenda Item, noting emails with questions are encouraged if individuals are unable to attend. Chairman Bryant provided a brief overview of the items found under Notation for Record, noting these items are what keep the BCC transparent. She stated the County is about to begin the Budget Workshops for FY 2025/26. It involves going through each Department's budget followed by outside agencies budgets and Constitutional Officers budgets. Chairman Bryant advised that when it comes to Constitutional Officers the BCC does not have any authority over their budget proposals; however, they do approve the budget amount. She stated if individuals are confused on where to find specific information they can reach out to any of the County Commissioners via email, calling the office at (352)438-2321, or listening to the Government 101 Podcast. Chairman Bryant stated staff posts information in the newspaper and regularly through social media.

13.2. Commission Calendar
13.2.1. Present Commission Calendar
The Chairman acknowledged receipt of the Commission calendar covering the period of July 15 through August 19, 2025.
14. NOTATION FOR RECORD:
14.1. County Administrator Informational Items:
14.1.1. Approved Technical Update to Marion County's State Housing Initiative Partnership (SHIP) Local Housing Assistance Plan (LHAP) 2022-2023, 2023-2024, 2024-2025 (Budget Impact - None)
14.1.2. Tourist Development Council - Present Resignation from Victoria Billig
14.1.3. Public Safety Coordinating Council - Notification of Member Designation - Jeffrey King, Incoming Circuit Five State Probation Administrator
14.1.4. Industrial Development Authority - Present Resignation from Roy Hilgenfeldt
14.1.5. Present Corrected Contract Number for Fire Station 11 Construction
14.1.6. Present Letter Dated June 24, 2025 from the Secretary of the Interior Regarding Funding for 2025 Payments in Lieu of Taxes Program
14.1.7. Present Chamber and Economic Partnership June 2025 Activity
14.1.8. Present Solid Waste Monthly Operations Report for May 2025
14.1.9. Present the Economic and Tourism Development Report for Fiscal Year 2023-24 as Required by Section 288.1226 and 288.904, Florida Statutes

14.2. Present Walk-On Items From Previous BCC Meeting:
14.2.1. Request Approval of the Lease Renewal Agreement between 15912 STATE ROAD 40, LLC, and Marion County for the Tax Collector office located at 15956 East State Road 40, Silver Springs, Florida 34488 ("Forest office")

14.3. Clerk of the Court:
14.3.1. Present Report No. 2025-02 Review of Internal Controls Over the Usage of Driver and Vehicle Information Database - Parks and Recreation
14.3.2. Present Administrative Budget Transfer Report for FY 2024-25
14.3.3. Present Monthly Report for the Building Department Budget and Actual

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14.3.4. Present Memorandum From Gregory C. Harrell, Clerk Of The Circuit Court And Comptroller, Regarding The Filing Of Ordinances 25-21, 25-22, 25-23, 25-24, 25-25 and 25-26 With The Secretary Of State's Office
14.3.5. Present Financial Statements and Independent Auditor's Report For Year Ended September 30, 2024, Prepared by James E. Davis, Certified Public Accountant, For Marion Soil and Water Conservation District
14.3.6. Present Regular Report of Utilization for Reserve for Contingencies

14.4. Present for information and record, minutes and notices received from the following committees and agencies:
14.4.1. Districts 5 and 24 Medical Examiner - May 14, 2025
14.4.2. Development Review Committee - June 16 and 23, 2025
14.4.3. Land Development Regulation Committee - June 4, 2025
14.4.4. Planning and Zoning Commission - May 28, 2025
14.4.5. Parks & Recreation - May 21, 2025
14.4.6. Tourist Development Council - May 21, 2025

14.5. General Informational Items:
14.5.1. Marion County Health Department – For the Latest Health News and Information, Visit the Website at http://marion.floridahealth.gov/
14.5.2. Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at http://www.WaterMatters.org
14.5.3. St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at https://www.sjrwmd.com
14.5.4. Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at https://ocalamariontpo.org
14.5.5. Withlacoochee Regional Water Supply Authority (WRWSA) - For Minutes and Agendas, Visit the Website at http://www.wrwsa.org

There was a recess at 10:53 a.m.
The meeting reconvened at 2:01 p.m. with all members present.

Also present were: Growth Services Director Chuck Varadin, Deputy Director Ken Weyrauch, Planners Kathleen Brugnoli and Sarah Wells, Staff Assistant Autumn Williams, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes and ACA Tracy Straub.

The meeting opened with the Pledge of Allegiance to the Flag of our Country.

Deputy Clerk Mills-McAllister advised that there are two (2) Proofs of Publication to be presented for this afternoon's meeting.
The first Proof of Publication is Legal ad No. 11433504 entitled, "Notice of Intention to Consider Adoption of an Ordinance", published in the Star Banner newspaper on June 30, 2025. The Notice states the Board will consider The Notice stated the Board will consider adopting an Ordinance approving Comprehensive Plan Amendment, zoning changes and Special Use Permits.
The second Proof of Publication is a Display ad entitled, "Notice of Change of Land Use Marion County Comprehensive Plan" published in the Star Banner newspaper on June

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16, 2025. The Notice states the Board will consider T Comprehensive Plan Amendment 25-L03 (Item 15.3.4), Large Scale Future Land Use Map (FLUM) Amendment.

Chairman Bryant advised that Items 15.3.4 and 15.3.5 were continued at the P&Z Commission meeting and the BCC will not be hearing those requests today. She stated individuals that are present to speak to either of those Items will be given the opportunity to provide public comment.

County Attorney Matthew G. Minter provided a brief overview of the process for today's zoning and Special Use Permit hearings.
Mr. Minter requested that everyone who will be testifying today to please stand and be sworn in en masse.

15. PLANNING & ZONING AND DRC WAIVER REQUESTS - REQUEST PROOF OF PUBLICATION (AT 2:00PM):
15.1. DRC Waiver Requests and Public Hearings:
15.1.1. Request for Waiver from Land Development Code Section 6.8.6.B - Buffers for Abshier Engineering Inc., Parcel Number 31399-002-00, Application Number 32987 (Budget Impact - None)
The Board considered the following recommendation from Building Safety Director Michael Savage, Sr., on behalf of the Development Review Committee (DRC):

Description/Background: The Applicant, Abshier Engineering Inc., requested a waiver to Land Development Code (LDC) Section 6.8.6.B, which states, "Buffers shall provide a year-round screen and provide an aesthetic quality, especially along public rights-of-way, which enhance travel corridors and screen unsightly areas from public view." The Applicant requests that buffers not be required. Forest High School is to the South and West. A parking lot is West and undeveloped to the South. A DRA is to East. Applicant states that Buffers in these areas provide no.

The subject property is located in the central portion of the County on approximately 1.00 acre.

This waiver request was denied by the Development Review Committee (DRC) on June 30, 2025.

Budget/Impact: None.

Recommended Action: Motion to uphold DRC's action for the waiver request.

Growth Services Director Chuck Varadin provided an overview of the waiver request by Abshier Engineering Inc., relating to buffers.
Commissioner Stone questioned whether staff is aware if the applicant has spoken to Marion County School Board (MCSB) to see how they would feel about not having the appropriate buffer on their side at Forest High School. Mr. Varadin stated he is unaware if there have been conversations between the parties.
In response to Commissioner Stone, Mr. Varadin advised that notification relating to this application would not have been sent to the school.
A motion was made by Commissioner Zalak, to disagree with the DRC and grant the waiver request relating to a wall and the buffer on the sides; however, the buffer along the roadway is to be in place.
Chairman Bryant commented on waiving the buffers next to the school and the Rotary Sportsplex and questioned if there is a fence in the location.

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Mr. Varadin stated there is not a fence. He advised that there could be a Condition requiring the applicant to have a Type C buffer in the event the trees are knocked down or no longer in place.
In response to Chairman Bryant, Mr. Varadin stated it is his belief the business to be expanded is a car lot; however, the applicant did not say for sure. He commented on the Heavy Business (B-5) zoning, noting staff's concern relating to the possible uses under this classification.
Commissioner Zalak withdrew his motion.
Commissioner Stone advised that she is willing to allow the applicant a 30 day extension to allow the applicant to be present and answer the Board's questions.
Chairman Bryant stated that is her preference. She advised that she also wants to have some conversation with the MCSB, noting even though this is a parking lot there is a high school at the location. Chairman Bryant stated there is fencing across the front.
A motion was made by Commissioner Stone, seconded by Commissioner Curry, to continue the matter to August 19, 2025, or the first meeting in August, 2025. The motion passed unanimously (5-0).
Chairman Bryant requested staff meet with the MCSB prior to this Item coming back in August.

15.1.2. Request for Waiver from Land Development Code Section 6.8.6.K(5) - Buffers for Tillman & Associates Engineering LLC, Parcel Number 35730-000-00, Application Number 32857 Freedom Commons Phase 5 (Budget Impact - None)
The Board considered the following recommendation from Building Safety Director Savage, on behalf of the DRC:

> Description/Background: The Applicant, Tillman Engineering and Associates LLC, requested a waiver to Land Development Code (LDC) Section 6.8.6.K.(25), which states, "E-Type buffer shall consist of a five-foot wide landscape strip without a buffer wall. The buffer shall contain at least four shade trees for every 100 lineal feet or fractional part thereof. Shrubs shall be planted in a double-staggered row and be capable of reaching a maintained height of six feet within three years. Groundcovers and/or turfgrass shall not be used in this buffer."
> The Applicant requests a waiver for Freedom Commons Phase 5 pursuant to the development conditions (210805Z approved 8/17/2021) and the approved master plan (application request 27553 approved 12/19/22). A type 'E' buffer is required along the west boundary (along neighboring subdivision Ocala Crossings). The applicant suggests that due to the comparable lots at Ocala Crossings (40' wide lots) and Freedom Commons Phase 5 (50' wide lots), the west buffer per the LDC should not be required. Additionally, Ocala Crossings (neighboring development) has installed a privacy fence along the existing lots between the two developments. The Freedom Commons PUD was approved referencing the applicant's provided conceptual plan and General Note 2 on the conceptual plan states that buffers are to be consistent with the LDC unless depicted on the submitted documents. The submitted conceptual plan showed a type 'E' buffer where the proposed waiver is being requested.
> When the original PUD was approved the LDC did not require a buffer between two single-family developments. However, in December of 2024, the Board of County Commissioners approved amendments to the buffer table within the LDC that now requires a type 'E' buffer that is 5 feet wide with at least 4 shade trees for

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every 100 lineal feet and a double-stagger row of shrubs or a 5 feet wide strip with a 6 feet tall opaque fence in lieu of vegetation between two single-family developments. The requested waiver was submitted on May 15, 2025.

By the LDC today, if these two subdivisions were to be developed, each would be required to install a type 'E' buffer that is 5 feet wide with the 4 shade trees and shrubs or a 6 feet opaque fence in the 5 feet wide strip. Which would create a 10 feet separation between the two developments.

The subject property is located in the southwest portion of the County on approximately 64.00 acres.

This waiver request was denied by the Development Review Committee (DRC) on June 2, 2025.

Budget/Impact: None.

Recommended Action: Motion to uphold DRC's action for the waiver request.

Mr. Varadin commented on the waiver request relating to the Freedom Commons Phase 5 Type E western boundary buffer next to Ocala Crossings South. The 2 Planned Unit Developments (PUDs) were approved around the same time. He stated the applicant has indicated that the buffer is not necessary. Mr. Varadin advised that when the PUD was first approved the Land Development Code (LDC) did not require the Type E buffer, but it was included in the Conceptual Plan and Master Plan. He stated under today's LDC this PUD and Ocala Crossings South both need the 5 foot Type E buffer to create 10 feet of separation, noting the drainage retention area (DRA) is shared by the two developments.

David Tillman, Tillman & Associates Engineering, LLC, SE 16th Avenue, on behalf of the applicant, advised that the applicant for the previous Item, Mr. Abshier, was not able to be present but appreciates the continuance. He presented a 1 page aerial map depicting an existing privacy fence. Mr. Tillman stated this project was ahead of the neighboring development with their zoning application, noting the adjacent property was agricultural at the time. He advised that now that development has built similar homes adjacent to the project being constructed, noting since the lots are the same and there is a vinyl fence on the other PUD's property line the applicant is requesting not to install the plantings relating to the 5 foot Type E buffer adjacent to that fence line.

Commissioner Zalak stated the plantings were included in the PUD and the public hearing was conducted based on that information.

Commissioner McClain advised that he is unsure what the plantings would buffer, noting buffers are not intended to beautify.

Commissioner Stone questioned if there is any cross-access to the communities. Mr. Tillman stated SW 85th Street is a shared access road. He opined that a buffer in this location will not serve any purpose.

Chairman Bryant advised that the Board has changed some of the buffer requirements and there are ongoing conversations. She commented on the lack of separation that plantings/greenery can provide.

Mr. Tillman stated SW 82nd Place Road becomes SW 42nd Avenue.

Chairman Bryant opined that the developments do not interconnect, noting that is just where the entrances are to each of the subdivisions.

Mr. Tillman stated the planting will not serve a purpose.

Chairman Bryant advised that the Board is setting higher standards and holding individuals accountable.

Mr. Varadin commented on a slide seen on the overhead screens showing a portion of

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the LDC relating to what DRC can amend. He stated due to this being a PUD, the Board is the only entity that can change the buffering.
A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to agree with the DRC and deny the waiver request. The motion passed unanimously 4-1 with Commissioner McClain dissenting.

15.2. Planning and Zoning Consent Items:
Growth Services Director Chuck Varadin advised that the three (3) petitions listed on the Consent Agenda are recommended for approval by both the Planning Division and the P&Z Commission.
Chairman Bryant advised that an individual has signed up to give public comment relating to Item 15.2.1., noting this Item is being pulled and will be heard individually.

P&Z PUBLIC HEARING ON JUNE 30, 2025

Motion was made by Mr. Behar and seconded by Mr. Bonner to agree with staff's findings and recommendation, and recommend approval of the Consent Agenda items.

1. Will not adversely affect the public interest
2. Are consistent with the Marion County Comprehensive Plan
3. Are compatible with the surrounding land uses

The Motion passed unanimously, 4-0.

A motion was made by Commissioner McClain seconded by Commissioner Stone, to approve Consent Agenda items 15.2.2 and 15.2.3, agreeing with Growth Services Department staff and the P&Z Commission recommendations, based on findings that the proposed uses are compatible with the surrounding land uses, are consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was unanimously approved by the Board (5-0).
The motion approved the consent agenda items as follows:

15.2. Planning and Zoning Consent Items:
15.2.2. 250704ZC - Sicurezza, LLC, Zoning Change from Single-Family Dwelling (R-1) to Mixed Residential (R-4), 0.86 Acre Tract, Parcel Account Numbers 3500-001-040 and 3500-001-046, Site Addresses 11212 and 11252 SW 109th Place Dunnellon, Florida, 34432
The Board granted a petition by Sicurezza, LLC, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from Single-Family Dwelling (R-1) to Mixed Residential (R-4), for all permitted uses, on an approximate 0.86 Acre Tract, on Parcel Account Numbers 3500-001-040 and 3500-001-046, Site Addresses 11212 and 11252 SW 109th Place, Dunnellon, FL 34432

15.2.3. 250707ZP - A&B Properties Services, LLC, Zoning Change from Multiple-Family Dwelling (R-3) to Residential Planned Unit Development (R-PUD), 0.55 Acre Parcel, Parcel Account Number 8004-0433-18, Address 351 Marion Oaks Boulevard, Ocala, FL 34473
The Board granted a petition by A&B Properties Services, LLC, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from Multiple-Family Dwelling (R-3) to Residential Planned Unit Development (R-PUD) for a maximum proposed total of 8 apartment units, for all permitted uses, on an approximate 0.55 Acre

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Parcel, on Parcel Account Number 8004-0433-18, Site Address 351 Marion Oaks Boulevard, Ocala, FL 34473

15.2.1. 250703ZC - Justin and Katelyn Kardell, Zoning Change from Neighborhood Business (B-1) to Single-Family Dwelling (R-1), 0.51 Acres, Parcel Account Number 1507-004-000, Site Address 1701 NE 60th Street, Ocala, FL 34479

The Board granted a petition by Justin and Katelyn Kardell, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from Neighborhood Business (B-1) to Single-Family Dwelling (R-1), for all permitted uses, on an approximate 0.51 Acre Parcel, on Parcel Account Number 1507-004-000, Site Address 1701 NE 60th Street, Ocala, FL 34479

Deputy Growth Services Director Ken Weyrauch provided an overview of the rezoning request from B-1 to R-1.

Chairman Bryant opened the floor to public comment.

Stephen Shives, Jacksonville Road, advised that he is the applicant's father and commented on conflicting land use designations and zoning classifications. He stated there are likely individuals throughout the County that are stuck in a situation where they are forced to request a rezoning or change of land use, which requires a $1,000.00 application fee. He questioned whether the Board could consider expediting these kinds of requests on future applications.

Chairman Bryant stated this happens occasionally, noting some of the zonings are historical while others do not have a land use that is consistent with the zoning. She advised that it is in the public interest that these requests are advertised and the process is followed. Chairman Bryant stated the Board is seeing less of these, noting when zoning was done in the early 1990s some properties were grandfathered in. She stated the zoning classification may have been grandfathered in although the land use was not consistent relating to this property.

In response to Mr. Shives, Chairman Bryant advised that the Board could consider waiving the $1,000.00 fee for individuals that have no other option but to come before the Board to request a change.

Commissioner Stone commented on the Board's previous discussions related to not giving up Commercial space in certain locations. She opined that the County has to get small businesses and Commercial in communities within the Urban Growth Boundary (UGB).

Commissioner McClain questioned what the applicant can currently do with this property.

Commissioner Zalak stated the applicant cannot do anything until the property is brought into compliance.

In response to Commissioner McClain, Commissioner Zalak advised that the State put individuals out of compliance when they mandated the Comprehensive Plan.

Mr. Minter stated Florida Statutes 163.3194 is the consistency Statute, noting it would be illegal for the Board to approve any development order (permits, rezoning, etc.) that is inconsistent with the Comprehensive Plan.

Chairman Bryant commented on bringing properties into compliance. She advised that the owner has to make the request, noting a change from B-1 to R-1, can be considered a taking and the County could be sued. Chairman Bryant opined that in instances like this where an applicant is just trying to come into compliance with the land use the Board could possibly initiate a special exception relating to the fees.

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Commissioner Zalak stated it is the State requirement to advertise that drives the cost of applications.
Chairman Bryant requested staff review this application to determine the hard costs.
Commissioner Stone questioned whether the State gave the County the option to not advertise in the newspaper and utilize the County's website instead.
Mr. Bouyounes stated it applies to all advertisements, noting staff are looking at this and will bring the Board a plan.
A motion was made by Commissioner Zalak, seconded by Commissioner McClain, to approve the zoning change from B-1 to R-1, for all permitted uses, on an approximate 0.51 Acre Parcel. The motion was unanimously approved by the Board (5-0).

Commissioner Zalak stated he intended to pull Item 15.2.3 (250707ZP - A&B Properties Services, LLC). He advised that this is going from 4 to 8 units with no landscaping buffer and an 8 foot setback. It was noted for the record that Commissioner Zalak intended to vote against the Item.

15.3. Planning and Zoning Items for Individual Consideration:
15.3.1. 250702ZC - Kevin & Barbara Marovich, Zoning Change from Single-Family Dwelling (R-1) to General Agriculture (A-1), ±11.78 Acre Parcel, Parcel Account Number 36142-000-00, Site Address 7600 S Magnolia Avenue, Ocala, FL 34476
The Board considered a petition by Kevin and Barbara Marovich, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from Single-Family Dwelling (R-1) to General Agriculture (A-1), for all permitted uses, on an approximate 11.78 Acre Parcel, on Parcel Account Number 36142-000-00, Site Address 7600 S Magnolia Avenue, Ocala, FL 34476

P&Z PUBLIC HEARING ON JUNE 30, 2025
250702ZC Planning and Zoning Commission Recommendation
Motion was made by Mr. Bonner, seconded by Mr. Behar, to agree with staff's findings and recommendation, and recommend approval of the zoning change based on the following findings of fact:

1. Will not adversely affect the public interest
2. Is consistent with the Marion County Comprehensive Plan
3. Is compatible with the surrounding land uses

The Motion passed unanimously, 4-0.

Deputy Growth Services Director Weyrauch commented on the rezoning request from R-1 to A-1 to allow farm animals and orchard crop production.
Commissioner Curry out at 2:46 p.m.
Mr. Weyrauch addressed concerns from neighbors relating to private rights-of-way (ROW) the applicant has access to.
Commissioner Curry returned at 2:47 p.m.
Mr. Weyrauch advised that the concerns relate to agricultural uses that would result in the general public utilizing the rear access. He stated the applicant has indicated it is not their intention to use the property in that way; however, the previous owner has used the rear access due to the front driveway flooding.
It was noted that Growth Services Department staff and the P&Z Commission recommend approval of the zoning change.

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Kevin Marovich, South Magnolia Avenue, stated he plans to grow vegetables and sell the excess at an offsite wholesale market, noting at this time there are no plans to have public access to the property. He advised that he also plans to have cows on the property.
Barbara Marovich, South Magnolia Avenue, stated she has chickens and wants to sell their eggs.
In response to Chairman Bryant, Mr. Marovich stated he came here to retire and has 3 months left until he does.
Commissioner Curry questioned if there will be heavy equipment that may impact the roadways. Mr. Marovich advised that he does not plan to have anything larger than the tractor used to mow the lawn.
Commissioner Zalak expressed concern relating to the zoning change, noting it opens the property up for a lot. He stated it is in the middle of a lot of R-1.
Chairman Bryant advised that there is agricultural abutting this property.
Commissioner Zalak commented on the possibility of a SUP in place of a zoning change.
Chairman Bryant opened the floor to public comment.
Armando Santos, SW 5th Avenue, expressed concerns relating to damage to the fence and flowerbeds, the applicant trespassing on his property to install a 16 foot wide gate. He stated the gate was finally relocated to another location on the property, which is next to power lines.
In response to Chairman Bryant, Mr. Weyrauch stated there is a 50 foot private ROW between Mr. Santos' and Mr. Marovich's properties.
Chairman Bryant questioned where the gate was located. Mr. Santos advised that it was across the road on his property. He stated there was a survey when he purchased his property and it indicated it is his land.
Commissioner Zalak advised that if part of an individual's property has an access easement, even though they own it they have to deliver access to the property next to it in some cases.
Charmin Reynolds, SW 5th Avenue, commented on the length of time her mother has resided on property in the area and expressed concern relating to traffic and wildlife.
Patrick Deck, SW 5th Avenue, presented 13 photographs and commented on the Federal Emergency Management Agency (FEMA) flood zone designation in this area. He addressed the elevation of the property, removal of trees, heavy equipment, lack of permits, the distance between the telephone pole and the gate in the rear, impacts to his property from the applicant's property during the last hurricane, and kids playing in the area.
Amy Morris, SW 5th Avenue, expressed concern relating to flooding.
Commissioner Curry questioned what the applicant is allowed to do on the 11.78 acre parcel. Mr. Weyrauch advised that the applicant can have 1 home and 1 guest home on the property due to the rural land use. He clarified the applicant can have 1 home and 1 guest home in both R-1 and A-1, noting the applicant could do a family division on the property. Mr. Weyrauch stated this property does not have a FEMA flood zone on it; however, it has the County flood prone designation.
Charlotte Rozanski, South Magnolia Avenue, commented on changes in the area, flooding and access, noting she supports the rezoning request.
Chairman Bryant advised that public comment is now closed.
In response to Chairman Bryant, Mr. Marovich advised that he took down the 16 foot gate and replaced it with an 8 foot version on the other side. He stated the gate was not placed on another property, noting it went right down his fence line on the west side. It is now on

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the north side and was put in primarily for emergency vehicle access due to the driveway flooding. Mr. Marrow stated at the closing he was advised that he has rear access.
ACA Tracy Straub stated she has been performing a deed by deed check and in the area that is west of the Marovich's property there is a 25 foot reservation. She advised that she does not see that the applicant has the same reservation referenced in their deed. Ms. Straub stated there is a reference to property to the east that would be a County Road.
Ken Weyrauch stated the applicant has the same 25 foot reservation, which staff was able to locate on a deed.
Chairman Bryant questioned whether it is shared 25 foot easement or if everyone has 25 feet for a total of 50 feet. Senior Planner Chris Rison, Growth Services, advised that the legal descriptions staff can access exclude the east and west 25 feet creating the 50 foot gap between. He stated due to technical issues the information he can access does not technically provide the purpose. Mr. Rison clarified that 50 foot is typically the County's ROW easement access width. He advised that the eastern portion of this parcel was included in the historic plat and the western portion was a general parcel.
Chairman Bryant stated it is 1 parcel now. Mr. Rison concurred.
In response to Commissioner Zalak, Mr. Rison advised that this parcel was vacated out from the plat in 2004.
Commissioner Stone questioned whether there is any agreement or deed restrictions relating to this neighborhood. Mr. Rison reiterated technical difficulties are preventing him from accessing that information; however, it aligns with each side giving 25 feet to leave 50 feet in the center and then it lines up with the roadway from other subdivision to the north.
Chairman Bryant stated this is not a County maintained road; therefore, the applicant would not be able to bring commercial vehicles down this road.
Mr. Rison advised that from the County's approach it has been said individuals putting in a commercial activity/use, there has to be paved access.
In response to Chairman Bryant, Mr. Marovich stated he has no intention of having commercial vehicles come in for the overage of vegetables.
Mrs. Marovich commented on the condition of the pasture when they moved in, noting it was over her waist filled with fallen trees, weeds, hundreds of saplings and they cleaned up the entire pasture in less than 2 weeks. She stated it was mowed and now it is in prime condition, 15 fruit trees and an entire raised vegetable garden have been planted, which is what the dirt was brought in for.
In response to Commissioner Curry, Mr. Marovich advised that this is being considered a family farm, noting they would sell their excess production. He clarified that he is trying to limit the operation to what they need, but there will always be some excess. Mr. Marovich advised that the excess will be transported in crates via a regular pickup truck.
Commissioner Zalak stated if the zoning is changed to A-1, the applicants will have all of the rights under the Right to Farm Act (RTFA), including building lean-tos or constructing barns without permits and inspections. He advised that the Board could approve a SUP to all the things they want to do, noting under the RTFA if they have eggs and an agricultural exemption they can have a farm stand by right. Commissioner Zalak stated under a SUP, the Board can prevent the applicant from having any commercial traffic, building a barn without a permit, etc.
Chairman Bryant refereed to a map as seen on the overhead screens, noting the applicant's home is located halfway up the property. She stated the front of the property

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is very heavily treed, it is a known flood prone area, leaving the applicant roughly 5 acres in the rear to plant a garden and have a cow.
Chairman Bryant commented on the map that shows nearby uses, noting the gentleman directly behind the applicant has agricultural land all around his property.
Commissioner Stone stated he knows what he has there in that agricultural environment but does not know what it will be when the applicant changes his zoning.
Commissioner Curry questioned if the applicant could come back for a SUP if the application is denied today. Commissioner Zalak advised that the Board could deny the zoning change, allow the applicant to come back for a SUP and not charge them, have them outline what they want on the property and how they would make that work. He stated the application cannot be changed at this meeting.
Mr. Minter advised that the applicant could come back with a SUP request and the County will waive the application fee, noting it is best if the applicant withdraws this Item.
Mr. Marovich withdrew his request.
In response to Mr. Marovich, Commissioner Zalak stated his main objections include full access to agricultural (raising hogs, chicken coups, etc.) without limits, noting the SUP allows the County to stipulate certain things. He advised that Mr. Marovich can request pigs and during the SUP hearing, a specific number can be determined. Commissioner Zalak stated he believes the applicant has legal access to the road. He suggested Mr. Marovich speak with his neighbors in an attempt to reach a compromise.
A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to allow the applicant to bring this back as a SUP, waive the application fees and staff will assist with navigating the process for a SUP with Conditions. The motion was unanimously approved by the Board (5-0).

15.3.2. 25-S04 - Thomas R. Moore, Small-Scale Land Use Change from Rural Land (RL) to Rural Activity Center (RAC), ±18.72 Acre Portion of a 23.62 Acre Parcel, Parcel Account Number 13002-000-00, Site Address 6853 W Highway 326, Ocala, FL 34482
The Board considered a petition by Thomas R. Moore, for a Land Use Change, Articles 2 and 3, of the Marion County Land Development Code, from Rural Land (RL) to Rural Activity Center (RAC), on an approximate ±18.72 Acre Portion of a 23.62 Acre Parcel, on Parcel Account Number 13002-000-00, Site Address 6853 W Highway 326, Ocala, FL 34482

P&Z PUBLIC HEARING ON JUNE 30, 2025
25-S04 Planning and Zoning Commission Recommendation
Motion was made by Mr. Behar, seconded by Mr. Bonner, to agree with staff's findings and recommendation, and recommend denial of the zoning change based on the following findings of fact:

1. Will adversely affect the public interest
2. Is not consistent with the Marion County Comprehensive Plan
3. Is not compatible with the surrounding land uses

The Motion passed 3-1 with Mr. Lourenco dissenting.

Planner Kathleen Brugnoli, Growth Services, advised that Agenda Items 15.3.2. and 15.3.3. (250207ZC) are companion Items and will be heard at one time. She provided an overview request for a Small-Scale Land Use Change from RL to RAC and the rezoning request from General Agriculture (A-1) to RAC. Ms. Brugnoli advised that the initial submittal was for the property in its entirety, noting it then came in as smaller size falling under the 96-acre maximum. She stated there is still a portion that falls outside of the

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quarter mile from the center of the RAC. Ms. Brugnoli advised that if the ±18.72 acres were added to the RAC it would bring that up to ±92.12 acres, leaving less than 4 acres in the future if an individual tried to come in for a change and expand on the RAC. She provided a brief overview relating to the potential traffic generation.
Ms. Brugnoli advised that staff were presented with a Developer's Agreement, which addresses the 4.37 acres to remain A-1. She stated there is a portion of the RAC that is vacant and staff received inquiries from an individual interested in purchasing it; however, the party indicated they are interested in splitting the parcel to develop one and sell the other. Ms. Brugnoli advised that there are current opportunities in the RAC where someone could purchase and do by right what is being requested.
It was noted that Growth Services Department staff and the P&Z Commission recommend denial of the Small Scale Comprehensive Plan Amendment and rezoning requests.
Commissioner Stone commented on a change to a RAC in another area, noting it sounds similar to what is being proposed with this application. Ms. Brugnoli stated the other RAC was kept within the parameters of the quarter mile radius, noting they included a something like a general shop that offered equine-type materials (medicine, hay, etc.). She advised that the applicant in that case provided some market analysis data showing why the business would thrive in the location.
Commissioner Stone commented on a church with a cemetery being included in the RAC, noting the Board understood that it would not develop into a business.
In response to Chairman Bryant, Ms. Brugnoli provided a summary of the differences relating to the supporting materials submitted by both applicants.
Commissioner McClain questioned whether one of the parcels had a portion of RAC. Ms. Brugnoli stated it was, noting the applicant kept a portion that was also A-1 and the area that fronted 3 roads was utilized for the RAC.
In response to Commissioner Curry, Ms. Brugnoli advised that RACs are typically kept to a 96-acre maximum, noting this one is currently just over 73 acres. She stated the portion of the property that an individual inquired about possibly splitting is already part of the 73.4 acres that are currently designated RAC. Ms. Brugnoli advised that the 3 parcels currently being used for business (equine center, hardware store and the food store) are roughly 24 acres of the 73 that are currently RAC. She clarified that the remaining approximate 50 acres are being used agriculturally, are vacant or have some kind of residential use on them. Ms. Brugnoli addressed staff comments in regard to sprawl associated with this RAC.
Commissioner Curry stated the applicant has owned the property for a long time, it is contiguous to the RAC and yet the County calls it sprawl due to the lack of development on existing RAC property.
David Tillman, Tillman & Associated Engineering, LLC, SE 16th Avenue, on behalf of the applicant, requested Mr. Moore address the Board.
Thomas Moore, West Highway 326, commented on his 30 years supporting the equine industry in Marion County.

There was a recess at 3:47 p.m.
The meeting resumed at 3:54 p.m. with all members present.

Chairman Bryant requested staff present Item 15.3.6 prior to resuming Items 15.3.2. and 15.3.3.

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15.3.6. 25-S08 - CCO Hospitality, LLC, Small-Scale Land Use Change from Rural Land (RL) to Medium Residential (MR), ± 0.62 Acre Portion of a ±154.74 Acre Parcel, Parcel Account Number 3634-000-001, Site Addresses 6823 & 6825 SE 12th Circle, Ocala, FL 34480

The Board considered a petition by CCO Hospitality, LLC, for a Land Use Change, Articles 2 and 3, of the Marion County Land Development Code, from Rural Land (RL) to Medium Residential (MR), on an approximate ±0.62 Acre Portion of a ±154.74 Acre Parcel, on Parcel Account Number 3634-000-001, Site Addresses 6823 and 6825 SE 12th Circle, Ocala, FL 34480

P&Z PUBLIC HEARING ON JUNE 30, 2025

25-S08 Planning and Zoning Commission Recommendation

Motion was made by Mr. Bonner, seconded by Mr. Behar, to agree with staff's findings and recommendation, and recommend denial of the zoning change based on the following findings of fact:

1. Will not adversely affect the public interest
2. Is consistent with the Marion County Comprehensive Plan
3. Is compatible with the surrounding land uses

The Motion passed unanimously, 4-0.

Planner Erik Kramer, Growth Services, provided an overview of the request for a Small-Scale Land Use Change from RL to MR on an approximate ±0.62 Acre Portion of a ±154.74 Acre Parcel. He stated the intention is to create 1 new residential lot within the existing Country Club of Ocala (CCO) subdivision.

It was noted that Growth Services Department staff and the P&Z Commission recommend approval of the Small Scale Comprehensive Plan Amendment request.

Commissioner Stone questioned how close in proximity to the proposed lot were the parcels of the individuals that submitted letters of opposition. Mr. Kramer stated one of the properties is towards the front of the community and separated from the proposed project.

Ethan White, Klein & Klein, LLC, SE 11th Avenue, on behalf of the applicant, stated this is the fifth time the CCO has been through this process. He advised that this parcel is one of several that the CCO had originally set aside for other uses aside from residential, such as construction or as a drainage area. Mr. White stated they were always foreseen as potential units in the future and that is what is happening. He advised that the reason for the application is due to the Comprehensive Plan changing, noting the entire CCO had the RL use designation. Today's change is a simple clean up to bring things into conformity with the corresponding zoning for that entire subdivision. Mr. White commented on the opposition that has been received from residents at the front of the subdivision who are concerned that this lot will not effectively become part of the subdivision, which is not the case. He clarified that the declaration gives the CCO the power to add new lots and then subject them to the declaration, noting the residents of this lot will pay assessments and be subject to the same things as the other lots in the subdivision. Mr. White addressed concerns relating to density, traffic and noise. He stated this is a single residence and will not have an adverse effect on the public interest in the area, nor will it have a major impact on traffic or density.

In response to Commissioner Curry, Mr. White advised that the size of this lot is commensurate with the other lots, noting the full parcel is part of an acre being subjected to the use change. He stated this lot to be incorporated into the subdivision is not adverse to the CCO's declaration or other controlling documents. Mr. White advised that at this

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time everything is in order relating to the homeowner's association (HOA).
Commissioner Stone questioned if the lot sizes are an acre. Mr. White advised that they are typically an acre; however, there are some that are under an acre. He stated this lot is not unusual especially compared to the recent lots that were subject to replat and recent use changes.
Chairman Bryant commented on the 2 letters of opposition, noting within that community if the individuals were adverse to this happening, the Board would have heard from those parties.
Commissioner Zalak questioned when the lot was created. Mr. White advised that he is unsure. He questioned whether CCO Hospitality operated the golf course or the entire CCO. Mr. White stated CCO runs the entire subdivision.
Chairman Bryant opened the floor to public comment.
There being none, Chairman Bryant advised that public comment is now closed.
A motion was made by Commissioner Stone, seconded by Commissioner McClain, to approve the land use change, agreeing with Growth Services staff and the P&Z Commission, based on findings and recommendations that the proposed use will not adversely affect the public interest, is consistent with the Comprehensive Plan and is compatible with the surrounding land uses. The motion was unanimously approved by the Board (5-0).

15.3.2. CONTINUED
Mr. Tillman read a statement from Mr. Moore into the record. He commented on the request, noting the applicant has been in the community for many years building equipment for the equine industry. Mr. Tillman noted this property has been in Mr. Moore's family for more than 30 years. He stated the property is adjacent to this RAC and does not meet the definition of sprawl in any way. Mr. Tillman stated there is still property available for development in this RAC, noting this request will not close it out. He advised that the quarter acre criteria that it has been stated a portion of the applicant's property is outside of is not how that has ever been interpreted in the past and should not be interpreted that way today. Mr. Tillman stated the quarter acre is the frontage individuals are not supposed to exceed. He advised that the applicant is below that at 1,260 feet not 1,320 feet. Mr. Tillman commented on the piece of property on the northwest corner, noting in 2015 the Board approved expanding the RAC to a corner that is further outside than this request relating to the 1,320 foot radius. He clarified that this was a frontage requirement to ensure the property does not extend beyond the 1,320 feet on the roadway frontage in any direction. Mr. Tillman stated the 85% criteria discussed in relation to expansion of the RAC applies to the creation of new RACs, noting there is no reason not to expand this one that meets all the criteria with the proposed uses falling directly under the zoning criteria. He commented on the purpose of the RAC, noting everything Mr. Moore provides is agricultural products that meet the criteria for this rural area. Mr. Tillman stated the Comprehensive Plan does not mention that the measurement of a RAC shall be done in a radius fashion, in fact the majority of all other RACs are square or rectangular in nature. He advised that this property is eligible for the rezoning and land use request, noting the other properties located within the RCA that have chosen not to develop should not prevent this site from being allowed. He opined that it is almost like this property is being held hostage until those others are fully used. Mr. Tillman advised that there are only 2 existing locations of establishments within the Farmland Preservation Area (FPA) that is a farm and building supply facility, noting the others are either in a different County,

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east of Interstate 75 (I-75), or well outside the FPA. This means that higher travelling distances must occur to obtain services and products related to these types of agricultural uses. He stated the applicant has offered a Developer's Agreement to provide the no touch buffer and preserve that all the way around this property, so adjacent owners do not have to worry about incompatibility. Mr. Tillman advised that the buffer is significantly and densely vegetated, noting the applicant intends to maintain that and will replant any gaps that occur as the result of death or decay. He stated the traffic that would be generated by the types of uses being proposed and it is de minimis. Mr. Tillman reiterated the northwest corner of this RAC was rezoned in 2015 by staff and not at the request of a property owner.

Chairman Bryant opened the floor to public comment.

Tim Gant, SW 3rd Street, Micanopy, President of Save Our Rural Areas (SORA), expressed opposition to the project, noting there should be conclusive proof shown that this project is in the public interest and there is a need for change in this location. He commented on the lack of utilization within this and other RACs, which indicates the lack of need. Mr. Gant expressed concern with removing rural land from the FPA without a methodology in place to put something back whether it be in the form of credits or something else. He questioned how binding the Developer's Agreement is and whether the applicant could come and request changes.

Chairman Bryant advised that the applicant has to come back before the Board to change the Developer's Agreement, noting it would depend on the Board at the time, the environment and what it is they are requesting.

Ira Stern, NW 135th Street, Reddick, expressed support for Emergency Medical Services and their quick response time. He commented on the purpose of RACs and the offerings available in the general area and opined that there is not a need to support the proposed project.

Scott Homan, NE 52nd Court, Anthony, expressed support for the change. He commented on working in the area, noting he currently has to drive across town to obtain the same product Mr. Moore plans to sell.

Bonnie Heath, NW 76th Court, expressed concern relating to the project, noting Ocala Breeder's Sales (OBS) has a store roughly 2 miles down the road on Highway 27 that sells most or all of the products Mr. Moore is offering.

Rob Batsel, SE 36th Avenue, on behalf of Perla Boord who owns a 30 acre property on the north boundary of this piece. He opined that there are uses included in the RAC designation that are incompatible with this area (car washes, auto parts, convenience stores, etc.). He urges the Board to deny the request.

Conservation Director Busy Shires, Horse Farms Forever (HFF), NW 90th Avenue, commented on the uses the zoning change would allow the applicant by right and expressed opposition to the project.

Peter Zaloom, NW 35th Lane Road, advised that he is here in support of Nancy and Patrick DeCavaignac who had to leave due to a family emergency. He read Mr. DeCavaignac's letter of opposition into the record.

Chairman Bryant advised that public comment is now closed.

Mr. Tillman addressed comments relating to the utilization of the RAC. He stated the uses individuals are concerned with are not coming to this RAC, noting the 18 acres has been sitting there for years. Mr. Tillman noted those activities are not sustainable in that area and that is not what the applicant is requesting. He commented on the major impact this has on someone's life, noting the earlier reaction from the applicant that caused this

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matter to be continued. Mr. Tillman advised that the RAC is not taking away from the FPA as it is an allowed zoning within the FPA and the applicant is not proposing anything that would change the character of the area.
He commented on Mr. Heath's remarks relating to OBS store 2 miles away, noting it is inside the City of Ocala and outside of the FPA. He stated there are no businesses in this region that sell exactly this.
In response to Chairman Bryant, Mr. Tillman stated the buffer is primarily what is in the Developer's Agreement; however, the applicant is open to suggestions/modifications.
In response to Commissioner Curry, Mr. Minter opined that the Board would not be legally bound elsewhere if they approved this application today.
Commissioner McClain stated the frustrating part is that RAC was expanded in 2015, but it went to the wrong side and did not include this parcel. He commented on the need to protect the FPA, noting the line is the line.
Commissioner Stone advised that a lot of the supplies being offered here are available within a 5 to 7 mile radius even though it is not in the RAC area.
In response to Commissioner McClain, Chairman Bryant stated the SUP option is not at play in the FPA.
Commissioner Curry commented on property rights and an individual's ability to use their land.
Chairman Bryant questioned if the existing land in the RAC was already being utilized would the Board be more inclined to support the request.
In response to Commissioner Zalak, Ms. Brugnoli stated the rule relates to when a certain percentage of an existing RAC is developed then an individual can propose another RAC within 5 miles.
Commissioner Zalak commented on RACs that are not being used and questioned if the capacity can be shifted to an adjacent property.
Mr. Minter advised that if the Board took that entitlement from an owner it would be an issue.
Commissioner Zalak opined that if the Board is going to do this a better plan is needed relating to how to best to utilize the RACs. He commented on the possibility of allowing a different layout to expand the RAC, noting an individual would be required to give back 2 to 1 to the FPA.
Commissioner McClain advised that his decision may not be any different. He stated he is struggling with the fact that the RAC is empty and there is an individual nearby that wants to be there and is not due to the Board's denial.
In response to Chairman Bryant, Ms. Brugnoli advised that there can be 96 acres within a RAC and this one only has 73.4 at this time.
A motion was made by Commissioner Stone, seconded by Commissioner Curry, to deny the land use change, agreeing with Growth Services staff and the P&Z Commission, based on findings and recommendations that the proposed use will adversely affect the public interest, is not consistent with the Comprehensive Plan and is not compatible with the surrounding land uses. The motion was unanimously approved by the Board (5-0).

15.3.3. 250207ZC - Thomas R. Moore, Zoning Change from General Agriculture (A-1) to Rural Activity Center (RAC), ±18.72 Acre Portion of a 23.62 Acre Parcel, Parcel Account Number 13002-000-00, Site Address 6853 W HWY 326, Ocala, FL
The Board considered a petition by Thomas R. Moore, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from General Agriculture (A-1) to

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Rural Activity Center (RAC), for all permitted uses, on an approximate ±18.72 Acre Portion of a 23.62 Acre Parcel, on Parcel Account Number 13002-000-00, Site Address 6853 W Highway 326, Ocala, FL 34482

P&Z PUBLIC HEARING ON JUNE 30, 2025

250207ZC Planning and Zoning Commission Recommendation

Motion was made by Mr. Behar, seconded by Mr. Bonner, to agree with staff's findings and recommendation, and recommend denial of the zoning change based on the following findings of fact:

1. Will adversely affect the public interest
2. Is not consistent with the Marion County Comprehensive Plan
3. Is not compatible with the surrounding land uses

The Motion passed unanimously, 4-0.

This matter was addressed with Agenda Item 15.3.2.

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to deny the zoning change, agreeing with Growth Services staff and the P&Z Commission, based on findings and recommendations that the proposed use will adversely affect the public interest, is not consistent with the Comprehensive Plan and is not compatible with the surrounding land uses. The motion was unanimously approved by the Board (5-0).

15.3.4. 25-L03 - Estate of Michael Couture, Eva Couture, P.R., Large-Scale Comprehensive Plan Amendment for a Future Land Use Designation Change from Rural Land (RL) to Medium Residential (MR), ±55.0 Acres, Parcel Account Number 47667-000-00, Site Address 15700 SE 73rd Avenue, Summerfield, FL 34491 (No Action - Continued by Planning and Zoning Commission to their August 25, 2025 Meeting)

Deputy Growth Services Director Ken Weyrauch presented the following recommendation:

Description/Background: Tillman and Associates Engineering, LLC., filed a large-scale comprehensive plan amendment application (Amendment) on behalf of the Estate of Michael P. Couture, Sr.; Eva Couture, P.R., to change a ±55.00 acre site from Rural Land (RL) to Medium Residential (MR). The Parcel Identification Number for the property is 47667-000-00; the address is 15700 SE 73rd Avenue, Summerfield, on the west side of SE 73rd Avenue, ±0.9 miles north of SE Hwy 42. A concurrent rezoning application to change the site's zoning from General Agriculture (A-1) to Planned Unit Development (PUD) has also been submitted (250706ZP); that concurrent zoning application is dependent upon the granting of this amendment application.

The Amendment site is located in the vicinity of a series of properties that are the subject of a separate upcoming Large-Scale Comprehensive Plan Amendment for a similar future land use designation change for property of related owners and filed by the same applicant. After conferring with Growth Services Staff, the applicant requested to continue this Amendment to enable the two amendments to be considered in a parallel review in order to facilitate coordination between the requests for review and evaluation purposes. The Planning and Zoning Commission voted to continue consideration of this Amendment application to the Planning and Zoning Commission's public hearing on August 25, 2025, at 5:30 p.m. As such, the Board of County Commissioners consideration of this item will be rescheduled and advertised accordingly per the LDC.

Budget/Impact: None.

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Recommended Action: No action, information only.
Chairman Bryant opened the floor to public comment.
There being none, Chairman Bryant advised that public comment is now closed.

15.3.5. 250706ZP - Estate of Michael Couture, Eva Couture, P.R., Zoning Change from General Agriculture (A-1) to Planned Unit Development (PUD), ±55.0 Acres, Parcel Account Number 47667-000-00, Site Address 15700 SE 73rd Avenue, Summerfield, FL 34491 (No Action - Continued by Planning and Zoning Commission to their August 25, 2025 Meeting)
The Board considered a petition by Estate of Michael P. Couture, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from General Agriculture (A-1) to Planned Unit Development (PUD) for a maximum proposed total of 175 detached single-family dwelling units, for all permitted uses, on an approximate 55.0 Acre Parcel, on Parcel Account Number 47667-000-00, Site Address 15700 SE 73rd Avenue, Summerfield, FL 34491

P&Z PUBLIC HEARING ON JUNE 30, 2025
25-S08 Planning and Zoning Commission Recommendation
Motion was made by Mr. Bonner, seconded by Mr. Behar, to agree with staff's findings and recommendation, and recommend denial of the zoning change based on the following findings of fact:

4. Will not adversely affect the public interest
5. Is consistent with the Marion County Comprehensive Plan
6. Is compatible with the surrounding land uses

The Motion passed unanimously, 4-0.
Chairman Bryant opened the floor to public comment.
There being none, Chairman Bryant advised that public comment is now closed.

15.4. Adoption of Ordinance
15.4.1. 25-S08
A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to adopt Ordinance 25-30 adopting Small Scale Comprehensive Plan Amendment No. 25-S08, disagreeing with the Growth Services staff and agreeing with the P&Z Commission recommendations, based on findings that the land use change will not adversely affect the public interest, is compatible with land uses in the surrounding area, is consistent with Chapter 163, FS and the Marion County Comprehensive Plan. The motion was unanimously approved by the Board (5-0).
Ordinance 25-30 is entitled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; ADOPTING THE FOLLOWING SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP SERIES OF THE MARION COUNTY COMPREHENSIVE PLAN:

25-S08, CCO HOSPITALITY, LLC
+/- 0.62 ACRE PORTION OF A +/-154.74 ACRE PARCEL
PARCEL NO. 3634-000-001
FROM RURAL LAND TO MEDIUM RESIDENTIAL

PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR FINDINGS; PROVIDING FOR APPEALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN

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EFFECTIVE DATE.

15.4.2. The Deputy Clerk presented Affidavits of Mailing and Posting of Notices received from Growth Services Director Charles Varadin and Deputy Clerk Mills-McAllister regarding petitions for rezoning and Special Use Permits heard earlier in the meeting.
A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to adopt Ordinance 25-31 amending the Marion County Zoning Map pursuant to individual decisions made by the Board on each application heard in the public hearing. The motion was unanimously approved by the Board (5-0).
Ordinance 25-31 is entitled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING REZONING AND SPECIAL USE PERMIT APPLICATIONS AND AUTHORIZING IDENTIFICATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

There being no further business to come before the Board, the meeting thereupon adjourned at 4:54 p.m.

_____
Kathy Bryant, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21380 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.1.1.

SUBJECT:
Fire, Rescue and EMS Fund - Fire Rescue Services - $41,520

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
The funding for Buildings-Construction Improvements account was zeroed out for the budget. However, the flooring tiles for Station 19 need to be installed for the extended use and protection of the bay floors at the station. To address this issue, funds are being reallocated from water quality projects. This is a non-recurring, one-time purchase.

Additionally, it's important to note that this expenditure does not qualify to be included in the Capital Improvement Program (CIP) and is not eligible for surtax funding, which further limits available sources for this expenditure.

BUDGET/IMPACT:
Neutral.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the FIRE, RESCUE AND EMS FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1120 - 300 - 546101	FIRE RESCUE SERVICES REPAIRS/MAINT - BLDGS & GRNDS	$41,520
		$41,520

Transferred To:

Account	Cost Center - Account Title	Amount
1120 - 300 - 562101	FIRE RESCUE SERVICES BUILDINGS - CONSTRUCT IMPROV	$41,520
		$41,520

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

armor TUFF
FLOORING FOR TOUGH JOBS

Drew Rogers, Deputy Chief
Marion County Fire Rescue – SPARR - Station 19
3600 NW 70th Avenue
Ocala, FL 34482

November 13, 2025
353-512-4220 – C
352-291-8000 – O
drew.rogers@marionfl.org

ARMOR TUFF 7 MM COIN PATTERN TILES

APPARATUS BAYS

- Grind or Etch floor if needed to ensure tile adhesion.
- Level & Patch apparatus bay floor if necessary to eliminate any puddles.
- Supply & Install tiles in **BLACK** throughout bays.
- Supply & Install 2-part adhesive in bays.
- Supply & Install edging for bay doors.
- Supply & Install edging in for walk through doors.
- Supply & Install two back up line stripes in red in each bay.

Supply & Install for the total Job – $41,520.00 – Delivered

With your order you will receive at **"NO CHARGE"** your fire company logo printed on a 38" x 38" vinyl decals to be placed onto the floor. Artwork to be supplied by you in a **HIGH-RESOLUTION PDF** or **EPS** file. If artwork cannot be supplied as requested, we can provide artwork set up for an additional $300.00. Please sign and date both pages of this quote and submit a Purchase Order for the total amount made payable to: **"Armor Tuff, LLC"** and mail it to the below address.

Please note: This section may or may not apply to your station's floors. Existing surface other than bare concrete may have to be removed. These surfaces include epoxy, paint, quartz/resin floors, epoxy floors, tile, mastic, sealers, oil and grease. There may be an additional charge for providing floor preparation services. Pricing based on thickness of existing floor surface to be removed. If necessary, travel and lodging expenses are to be paid for by the customer with the installer's receipts if necessary. Quote valid for 30 days.

Accepted: _____Date: _____

"LIFETIME WARRANTY"
Armor-Tuff Flooring ~ PO Box 446, Florham Park, NJ 07932 ~ 908-917-7697

ARMOR TUFF JOB EXCLUSIONS & CONTRACT

1. Armor Tuff tiles can only be adhered to clean, dry, bare concrete. Armor-Tuff cannot and will not be responsible for adhesion to non- bare concrete surfaces. Failure of underlying sub surface due to degradation, spalling, floor disintegration, rusting, etc. is excluded from warranty. Previously applied coatings, underlayment's, patches, skim coats, epoxies, quartz type floors or similar surfaces are not covered under warranty. There is no warranty on the back up line striping.
2. A representative may be sent to measure the quoted rooms. The quotations may vary as per the final measurements.
3. If tiles are installed over any of the above-mentioned surfaces and a failure does occur, Armor Tuff will not be held liable for floor not adhering to the underlying floor.
4. Failure to use Armor-Tuff approved adhesive voids warranty.
5. Pricing includes 10% overage/safety factor for cutting & trim waste. For designer series & hidden joint tiles, 20% will be added.
6. Floor surface to be scrubbed & degreased prior to installation. Additional charges will apply for Armor-Tuff installers to perform this task.
7. Floor to be fully clear of equipment, fire gear and anything that would impede the installation. Additional charges will apply for Armor-Tuff installers to perform this task.
8. Armor-Tuff is not responsible for marking and scuffing of tile surface. Floor colors chosen other than 'black' can mark or become discolored from tire compound additives.
9. Armor-Tuff is not responsible for hydrostatic pressure or excess moisture in a floor which can cause floor failure. Customer is responsible for performing a moisture test with Armor-Tuff supplied moisture test kits or supply certified moisture test results from a field-testing service. There is a $100.00 charge for kits supplied by Armor Tuff and credited toward your purchase. Labor warranty cannot be issued without a moisture test prior to the installation.
10. In the unlikely event of Armor-Tuff tiles needing replacement on an in-warranty basis, Armor-Tuff is not responsible for shade variations between supplied and current batches of tiles. Shades/colors can vary from batch to batch. It is recommended that customer inventories extra tiles from the installation batch / dye lot.
11. Any return trip because of a floor that was measured improperly by the client and supplied to Armor-Tuff to prepare our quotes and selling prices or additional work to be performed which results in the installer not having enough tiles or materials to complete the job due to incorrect, or wrong information being supplied by customer will result in a return trip charge along with an extra material charge needed to complete the installation.
12. All client personnel must stay clear and out of the way of our installers and to keep the floor free from traffic during the installation.
13. Supplied logos are to be installed in light/foot traffic areas only and not vehicular traffic. Damaged logo tiles or logos are not covered under the warranty.
14. Customer must supply 'high resolution' EPS or pdf type files for logo tiles. If proper usable files are not supplied, artist subcontract fee of minimum $250 minimum for re-drawing logo. Our warranty does NOT cover the Logo and must be treated as if it could be damaged.
15. Travel expenses for Armor-Tuff Installers (air, auto expenses, motels, meals, etc.) shall be reimbursed unless otherwise agreed to in advance in writing.
16. Armor Tuff, LLC has permission of the authorized signer of this contract and the expressed right to use any pictures taken during and after the installation of the work performed by our staff for marketing and advertisement purposes.
17. All disputes that are a result of this contract will be argue and decided in the Morris County Court system in the State of NJ.
18. There is a fee of $395.00 to visit and measure a stations floor. This fee will be credited on the purchase of a new Armor Tuff Tile floor.
19. Customer-measured floors are represented to be level within ¼" and to not 'puddle' water. Floors requiring leveling repair, labor and materials are additional charge unless otherwise noted above and are limited to 50 square feet. Additional charge for above.
20. Quote valid for 30 days.
21. This quote is based on non-prevailing wage/union rates. If the project requires prevailing union wage rates, additional charges to be applied and invoiced.
22. Customer agrees to the terms set forth on page one and two of this contract. This Agreement and its performance shall be governed by the laws of the State of NJ. All disputes that are a result of this contract will be argued and decided in the Morris County Court System in the State of NJ. Should any provision of this contract be invalidated in whole or in part by any competent authority, such provision shall continue in effect only to the extent permitted, however, the remaining provisions shall remain in full force and effect.
23. Customer acknowledges that any replacement of tiles after attic stock is depleted, colors may vary in shades.
24. For self-installations – Full payment must be received before product is shipped.
25. For Armor Tuff Installations – A 50% deposit before product is shipped and balance due at the time of completion.
26. Customer agrees to allow Armor Tuff, the use of pictures, comments, or quotes in their advertisements and on their web site.
27. Customer is responsible to complete a survey form and submit a diagram of the floor area to be installed. Failure to do so voids any responsibility of Armor Tuff due to mistakes or unforeseen problems due to not having the proper information to complete the job.
28. Black tiles installed in front of bay doors may vary from 5 to 7 tiles depending on the width of the walls between bay doors.
29. Fading of color tiles may occur if exposed to extended sunlight.
30. Customer is responsible to provide 50 AMP, 3-phase electric, or a generator with the same output to operate the grinding machines if necessary. Customer is to supply a dumpster or appropriate containers for disposal of ripped up quartz, epoxy, tiles, concrete & debris.
31. For exposed drains standard edge molding results in approx. 3/16" high raised edge at drains. Flush Fitted Drain molding available at additional charge of $10.00 per lineal foot of perimeter. Minimum charge for fitting of flush drain molding $200.00.
32. Invoices not paid in full within 30 voids warranty.
33. Payment due at time of completion. Payments received beyond 10 days voids warranty. This excludes punch list items to be abated.
34. Armor Tuff will not be responsible for tiles that become loose due to the moisture content in the station's floors.
35. Additional Tiles will be delivered to the jobsite for backup of more than the anticipated cuts and waste. These additional tiles will be returned to Armor Tuff minus any attic stock needed.
36. There will be an additional charge of $150 per hour portal to portal for installers to return to install a logo due to customer not providing artwork in a timely manner.
37. There will be an additional charge for installers to return due to any change orders, regardless of the size and scope of the additional work. Additional charges of $150 per hour portal to portal will apply for labor. Charges for materials and freight both ways apply if applicable.
38. Items stated above are subject to change dependent on conditions.

Accepted & Approved: _____Date: _____

"LIFETIME WARRANTY"

Armor-Tuff Flooring ~ PO Box 446 ~ Florham Park, NJ 07932 ~ 908-917-7697

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21388 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.1.2.

SUBJECT:
General Fund - Belleview Sportsplex - $316,599

INITIATOR:
Jim Couillard, PLA, ASLA, Director

DEPARTMENT:
Parks & Recreation

DESCRIPTION/BACKGROUND:
On behalf of the Parks & Recreation Department, the Board approved a Memorandum of Understanding (MOU) during the meeting on November 4, 2025, outlining funding responsibilities for the Belleview Sportsplex Electric improvement project, including the City of Belleview's committed contribution of $316,599. The current project account does not yet reflect this funding, and a budget adjustment is necessary to properly appropriate the revenue and match expenditures to the approved funding structure. This adjustment will allow the department to move forward in accordance with the MOU and the approved project scope.

BUDGET/IMPACT:
Increase General Fund appropriation by $316,599.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 363 - 337760	BELLEVIEW SPORTSPLEX BELLEVIEW SPORTSPLEX	$316,599
		$316,599

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 363 - 563102	BELLEVIEW SPORTSPLEX IMPROVE - CIP	$316,599
		$316,599

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Project Adjustments
Journal 2026-3-6
Effective Date 12/02/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
PRC202502-CIP PARKS-NEWINF CNS-362	Belleview Sportsplex Electric	563102	200,000		200,000
PRC202502-CIP PARKS-NEWINF CNS-363	Belleview Sportsplex Electric	563102	237,000	316,599	553,599
			437,000	316,599	753,599

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21362 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.1.3.

SUBJECT:
General Fund - Legislative - $150,000

INITIATOR:
Michael McCain, P.E., Executive Director

DEPARTMENT:
Legislative

DESCRIPTION/BACKGROUND:
Allocate funding to Aid to Private Organizations for Humane Society of Marion County, Voices of Change Animal League, Inc., and Sheltering Hands, Inc., to provide grant funding for services to animals, including spay/neuter surgeries, micro-chipping and vaccinations.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 100 - 599101	LEGISLATIVE RESERVE FOR CONTINGENCIES	$150,000
		$150,000

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 100 - 582101	LEGISLATIVE AID TO PRIVATE ORGANIZATIONS	$150,000
		$150,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21381 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.1.4.

SUBJECT:
General Fund - Public Relations - $6,426

INITIATOR:
Bobbi Perez, Director

DEPARTMENT:
Public Relations

DESCRIPTION/BACKGROUND:
The drone that was originally purchased was charged to Operating Supplies. As the drone qualifies as a fixed asset, the associated funds now need to be transferred to the Machinery & Equipment account.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 106 - 552108	PUBLIC RELATIONS OPERATING SUPPLIES	$6,426
		$6,426

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 106 - 564101	PUBLIC RELATIONS MACHINERY & EQUIPMENT	$6,426
		$6,426

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21377 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.1.5.

SUBJECT:
Marion County Utility Fund - Utilities Capital Construction - $115,740

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
Marion County Utilities (MCU) is actively addressing concerns raised by Oak Run residents regarding the Southwest Regional Water Reclamation Facility (SW Regional WRF). As part of these mitigation efforts, MCU is moving forward with the construction of a landscape buffer around the facility.

An initial cost estimate was developed following completion of the design, and funds were reallocated to the Construction Improvements fund at the July 15, 2025, Board meeting. However, the lowest bid received exceeded the available funding.

This request seeks approval to transfer additional funds from the Capital Improvement Project (CIP) budget for Buildings and Grounds to the CIP budget for Construction Improvements to fully fund the project.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the MARION COUNTY UTILITY FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 448 - 562102	UTILITIES CAPITAL CONSTRUCT BUILDINGS - CIP	$115,740
		$115,740

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 448 - 563102	UTILITIES CAPITAL CONSTRUCT IMPROVE - CIP	$115,740
		$115,740

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Project Adjustments
Journal 2026-3-24
Effective Date 12/02/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTC000101-CIP UTILTY-NEWINF CNS-448	SW Wastewater Treatment Plant	563102	168,000	115,740	283,740
UTC000101-CIP UTILTY-NEWSTR CNS-448	SW Wastewater Treatment Plant	562102	15,893,734	(115,740)	15,777,994
			16,061,734	-	16,061,734

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21379 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.1.6.

SUBJECT:
Marion County Utility Fund - Utilities Management - $651,610

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
On August 21, 2018, the Board approved Contract 18-01, a developer agreement between Toshi II, LLC, 80th Ave, LLC, and Marion County, authorizing the developer to install water and sewer mains to connect the Liberty Village Subdivision to the Marion County Utilities (MCU) system. The property has since been sold, and the assignment of the agreement was approved by the Board on May 5, 2025. The current developer has submitted approved invoices for the completed utility work, and MCU intends to honor the commitments outlined in the agreement. Despite the work being completed in 2021, the developer has not requested reimbursement until now, nor did they receive any Capital Charge Credits for the work performed.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the MARION COUNTY UTILITY FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 440 - 599301	UTILITIES MANAGEMENT RESERVE FOR FUTURE CAP OUTLAY	$651,610
		$651,610

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 448 - 563102	UTILITIES CAPITAL CONSTRUCT IMPROVE - CIP	$325,805
4520 - 448 - 563102	UTILITIES CAPITAL CONSTRUCT IMPROVE - CIP	$325,805
		$651,610

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Project Adjustments
Journal 2026-3-22
Effective Date 12/02/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTC000084-CIP UTILTY-REHABL CNS-448	Lift Station and Sewer Main Rehab	563102	2,298,650	325,805	2,624,455
UTC000094-CIP UTILTY-NEWINF CNS-448	Water Distribution System Improvement	563102	4,113,434	325,805	4,439,239
			6,412,084	651,610	7,063,694

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21378 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.1.7.

SUBJECT:
Marion County Utility Fund - Utilities Wastewater System - $548,582

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
On May 6, 2025, the Board approved Project 4673-071-R, associated with Hazard Mitigation Grant Contract No. H1106, between the Division of Emergency Management (DEM) and Marion County Utilities (MCU) for the purchase of five (5) generators. However, the grant agreement was not executed by DEM until August 18, 2025. The grant is structured to be funded 75% by DEM and 25% by MCU. MCU has included its 25% cost share in the FY 2025-26 budget. This transaction is to fund the 75% portion of the project.

BUDGET/IMPACT:
Increase Marion County Utility Fund appropriation by $548,582.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the MARION COUNTY UTILITY FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 445 - 331502	UTILITIES WASTEWATER SYSTEM HAZARD MITIGATION	$548,582
		$548,582

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 442 - 564101	UTILITIES WATER SYSTEM MACHINERY & EQUIPMENT	$548,582
		$548,582

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21364 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.1.8.

SUBJECT:
Multiple Funds - Capital Project Re-appropriation Reconciliation

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
During budget preparation, county departments estimated their capital project expenditures through September 30, 2025, and requested re-appropriation of budget to FY 2025-26 for any anticipated project balances. The Adopted Budget includes these remaining estimates as "carry-forward" in the capital detail. Upon the final payment of FY 2024-25 expenditures, it may be necessary to adjust the account's line-item budget to increase or decrease the FY 2025-26 appropriations to reflect the remaining project balances. The Budget Office has performed a reconciliation of all Capital Improvement Projects and are presenting the following Budget Amendment Resolutions for the necessary line-item adjustments

BUDGET/IMPACT:
Decrease General Fund appropriation by $5,288,489.
Decrease Parks and Recreation Fees Fund appropriation by $1,845,714.
Increase Medical Examiner Fund appropriation by $16,824.
Increase American Rescue Plan Local Fiscal Fund appropriation by $1,522,945.
Increase Marion Oaks MSTU appropriation by $17,633.
Decrease Infrastructure Surtax Capital Project Fund appropriation by $11,665,154.
Increase Marion County Utility Fund appropriation by $1,204,570.
Decrease Insurance Fund appropriation by $1,496,389.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolutions.

RESOLUTION NUMBER 25 - R

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the GENERAL FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 361 - 563102	OTHER RECREATION PROGRAMS IMPROVE - CIP	$320,595
0010 - 707 - 562102	COURTHOUSE CAPITAL BUILDINGS - CIP	$1,200,519
0010 - 707 - 563102	COURTHOUSE CAPITAL IMPROVE - CIP	$472,003
0010 - 715 - 563102	PARKS AND RECREATION CAPITAL IMPROVE - CIP	$944,486
0010 - 720 - 562102	LIBRARY CAPITAL BUILDINGS - CIP	$2,166,674
0010 - 720 - 564102	LIBRARY CAPITAL MACHINERY & EQUIPMENT - CIP	$184,212
		$5,288,489

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 000 - 399991	GENERAL FUND DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$5,206,695
0010 - 361 - 335701	OTHER RECREATION PROGRAMS FBIP	$81,794
		$5,288,489

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the PARKS & REC FEES FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1081 - 362 - 563102	PARKS AND RECREATION FEES IMPROVE - CIP	$1,845,777
		$1,845,777

Transferred To:

Account	Cost Center - Account Title	Amount
1081 - 000 - 399991	PARKS & REC FEES FUND DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$1,845,714
1081 - 362 - 562102	PARKS AND RECREATION FEES BUILDINGS - CIP	$63
		$1,845,777

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the MEDICAL EXAMINER FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1091 - 000 - 399991	MEDICAL EXAMINER FUND DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$16,824
		$16,824

Transferred To:

Account	Cost Center - Account Title	Amount
1091 - 132 - 562102	MEDICAL EXAMINER BUILDINGS - CIP	$16,824
		$16,824

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the AMERICAN RESCUE PLAN - SLFRF:

Transferred From:

Account	Cost Center - Account Title	Amount
1160 - 000 - 399991	AMERICAN RESCUE PLAN - SLFRF DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$1,522,945
		$1,522,945

Transferred To:

Account	Cost Center - Account Title	Amount
1160 - 449 - 563102	UTILITIES LINE EXTENSIONS IMPROVE - CIP	$1,522,945
		$1,522,945

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the MARION OAKS MSTU:

Transferred From:

Account	Cost Center - Account Title	Amount
1310 - 000 - 399991	MARION OAKS MSTU DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$17,633
		$17,633

Transferred To:

Account	Cost Center - Account Title	Amount
1310 - 510 - 562102	MARION OAKS RECREATION BUILDINGS - CIP	$17,633
		$17,633

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the INFRAST SURTAX CAP PROJ FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
3031 - 731 - 562102	INFRASTRUCTURE TAX ANIMAL BUILDINGS - CIP	$5,816,761
3031 - 732 - 562102	INFRASTRUCTURE TAX FIRE BUILDINGS - CIP	$1,335,341
3031 - 734 - 563102	INFRASTRUCTURE TAX EMERG COMM IMPROVE - CIP	$346,147
3031 - 735 - 562102	INFRASTRUCTURE TAX SHERIFF JAL BUILDINGS - CIP	$282,011
3031 - 736 - 563102	INFRASTRUCTURE TAX SHERIFF REG IMPROVE - CIP	$669,812
3031 - 736 - 564101	INFRASTRUCTURE TAX SHERIFF REG MACHINERY & EQUIPMENT	$669,973
3031 - 737 - 564101	INFRASTRUCTURE TAX SHERIFF PAT MACHINERY & EQUIPMENT	$483,351
3031 - 738 - 561301	INFRASTRUCTURE TAX TRANSPORT LAND ACQ - ROW/EASEMENTS	$546,251
3031 - 738 - 563220	INFRASTRUCTURE TAX TRANSPORT IMPROVE - ROAD & BRIDGE	$2,732,795
		$12,882,442

Transferred To:

Account	Cost Center - Account Title	Amount
3031 - 000 - 399991	INFRAST SURTAX CAP PROJ FUND DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$11,665,154
3031 - 732 - 564101	INFRASTRUCTURE TAX FIRE MACHINERY & EQUIPMENT	$1,216,845
3031 - 734 - 564102	INFRASTRUCTURE TAX EMERG COMM MACHINERY & EQUIPMENT - CIP	$443
		$12,882,442

BUDGET AMENDMENT NUMBER 2026 - 3 - 17

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the MARION COUNTY UTILITY FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 000 - 399991	MARION COUNTY UTILITY FUND DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$1,204,570
		$1,204,570

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 448 - 562102	UTILITIES CAPITAL CONSTRUCT BUILDINGS - CIP	$1,204,570
		$1,204,570

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the INSURANCE FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
5010 - 711 - 562102	RISK BENEFITS CAPITAL BUILDINGS - CIP	$1,496,389
		$1,496,389

Transferred To:

Account	Cost Center - Account Title	Amount
5010 - 000 - 399991	INSURANCE FUND DEPARTMENT OPEN BALANCES FWD-CASH-REGULAR	$1,496,389
		$1,496,389

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21370 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.1.9.

SUBJECT:
Multiple Funds - Community Services - $36,682

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
Request transfer from Salaries and Wages to Contractual Services to fund a purchase order for Informed By Data. Informed By Data is a previously utilized consultant that has provided training and guidance to Continuum of Care (CoC) staff on key processes. The purpose of this cost center is to support the County in administering the CoC. Consulting services are an eligible activity under the HUD-approved planning grant, and these consulting costs were explicitly approved as part of the county's HUD CoC application and grant agreement. The county received the HUD grant agreement after the initial budget was submitted.

The SHIP Fund will restore funding to the Salary and Wages to cover reduced appropriations in CoC.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the GENERAL FUND GRANTS:

Transferred From:

Account	Cost Center - Account Title	Amount
0016 - 349 - 512101	CONTINUUM OF CARE PROGRAM FL REGULAR SALARIES & WAGES	$9,984
0016 - 349 - 521101	CONTINUUM OF CARE PROGRAM FL FICA TAXES	$764
0016 - 349 - 522101	CONTINUUM OF CARE PROGRAM FL RETIREMENT CONTRIBUTIONS	$1,401
0016 - 349 - 523401	CONTINUUM OF CARE PROGRAM FL LIFE, AD&D, LTD	$67
0016 - 349 - 524101	CONTINUUM OF CARE PROGRAM FL WORKER'S COMPENSATION	$12
		$12,228

Transferred To:

Account	Cost Center - Account Title	Amount
0016 - 349 - 534101	CONTINUUM OF CARE PROGRAM FL CONTRACT SERV - OTHER - MISC	$12,228
		$12,228

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the GENERAL FUND GRANTS:

Transferred From:

Account	Cost Center - Account Title	Amount
0016 - 348 - 512101	CONTINUUM OF CARE PROGRAM REGULAR SALARIES & WAGES	$4,992
0016 - 348 - 521101	CONTINUUM OF CARE PROGRAM FICA TAXES	$382
0016 - 348 - 522101	CONTINUUM OF CARE PROGRAM RETIREMENT CONTRIBUTIONS	$700
0016 - 348 - 523401	CONTINUUM OF CARE PROGRAM LIFE, AD&D, LTD	$33
0016 - 348 - 524101	CONTINUUM OF CARE PROGRAM WORKER'S COMPENSATION	$6
		$6,113

Transferred To:

Account	Cost Center - Account Title	Amount
0016 - 348 - 534101	CONTINUUM OF CARE PROGRAM CONTRACT SERV - OTHER - MISC	$6,113
		$6,113

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the LOCAL HOUSING TRUST FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1151 - 350 - 549990	STATE HOUSE INITIATIVE PARTNER OTH CURR CHRG - MISC EXPENSES	$18,341
		$18,341

Transferred To:

Account	Cost Center - Account Title	Amount
1151 - 350 - 512101	STATE HOUSE INITIATIVE PARTNER REGULAR SALARIES & WAGES	$14,976
1151 - 350 - 521101	STATE HOUSE INITIATIVE PARTNER FICA TAXES	$1,146
1151 - 350 - 522101	STATE HOUSE INITIATIVE PARTNER RETIREMENT CONTRIBUTIONS	$2,101
1151 - 350 - 523401	STATE HOUSE INITIATIVE PARTNER LIFE, AD&D, LTD	$100
1151 - 350 - 524101	STATE HOUSE INITIATIVE PARTNER WORKER'S COMPENSATION	$18
		$18,341

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21354 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.1.10.

SUBJECT:
Stormwater Fund - Stormwater Program - $91,989

INITIATOR:
Steven Cohoon, P.E., County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
The original budget for the Pipe Inspection Camera was based on a bare-bones camera system. Though it was originally believed that it would meet the department's needs, additional research revealed that system would not allow for inspections for larger diameter pipes, deeper structures, or capture usable footage from both directions. An adjustment in the amount of $91,989 will be transferred from the Reserve for Contingencies, to purchase a system that will allow for full pipe inspections without the need for outsourcing.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion recorded in the minutes execute and amend the budget for the fiscal year; and

WHEREAS, the following budget amendment is necessary and proper in the STORMWATER PROGRAM:

Transferred From:

Account	Cost Center - Account Title	Amount
1131 - 430 - 599101	STORMWATER PROGRAM RESERVE FOR CONTINGENCIES	$91,989
		$91,989

Transferred To:

Account	Cost Center - Account Title	Amount
1131 - 430 - 564101	STORMWATER PROGRAM MACHINERY & EQUIPMENT	$91,989
		$91,989

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 2nd day of December, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Carl Zalak III, Chairman

Gregory C. Harrell,
Clerk to the Board of
County Commissioners of
Marion County, Florida

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21355 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.2.1.

SUBJECT:
Transfer Project Funds and Amend the Capital Improvement Program - Infrastructure Surtax Capital Project Fund - $2,045

INITIATOR:
Steven Cohoon, P.E., County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
In order to facilitate billing staff time to Transportation Infrastructure Surtax projects, adjustments need to be made to projects that have either insufficient or no budget assigned. This is necessary for the SW 49th Ave North project because staff is doing preliminary work on the project that has yet to have a budget assigned. It is also necessary for the SW 38th/40th St Widening project because it recently had its assigned budget shifted to a higher priority project, but preliminary work was still ongoing.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Motion to approve the transfer of project funds and amend the CIP.

Project Adjustments
PAJ 2026-3-2
Effective Date 12/02/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
STC073812-CIP TRANSP-EXPANS CNS-738	NW 80TH/70TH Ave Seg 3	563220	17,379,067	(2,045)	17,377,022
STC073814-CIP TRANSP-EXPANS CNS-738	SW 49TH AVE NORTH	563220	-	133	133
STC073893-CIP TRANSP-EXPANS CNS-738	SW 38TH/40TH ST WIDENING	563220	-	1,912	1,912
			17,379,067	-	17,379,067

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21374 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.2.2.

SUBJECT:
Transfer Project Funds and Amend the Capital Improvement Program - Marion County Utility Fund - $671,968

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The Office of the County Engineer received approval for the construction of SW 145th Place Road (Florida Crossroads Commerce Park) and SW 49th Avenue Segment F at the regularly scheduled Board meeting on October 21, 2025. Both roadway segments include the installation of water and sewer infrastructure. The Florida Crossroads Commerce Park portion is fully funded through a Department of Commerce grant.

Marion County Utilities (MCU) had originally programmed funding for SW 49th Avenue Segment F in FY 2026-27; however, funding is now needed to advance the project for completion in FY 2025-26. MCU had also programmed funds for the installation of a force main line from Adena to Old Jacksonville Road. As this work is now being completed by a private developer, those funds have become available for reallocation to other utility projects. Accordingly, these available funds are being reallocated to support the completion of the SW 49th Avenue Segment F project in FY 2025-26.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Motion to approve the transfer of project funds and amend the CIP

Project Adjustments
PAJ 2026-3-3
Effective Date 12/02/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTC000056-CIP UTILTY-NEWINF CNS-448	Adena to Old Jacksonville Road	563102	2,100,000	(671,968)	1,428,032
UTC000213-CIP UTILTY-REHABL CNS-448	Segment F of SW 49th Ave	563102	-	671,968	671,968
			2,100,000	-	2,100,000

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21375 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.2.3.

SUBJECT:
Transfer Project Funds and Amend the Capital Improvement Program - Marion County Utility Fund - $1,671,120

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
Marion County Utilities (MCU) received a grant from the Florida Department of Environmental Protection (FDEP) to partially fund the installation of a water main connecting the Irish Acres water system to the Silver Springs Regional Water System.

On September 16, 2025, the Board approved a bid award not to exceed $12,000,000, based on the engineering estimate. Subsequently, on October 21, 2025, the Board was informed that the contract was formally awarded to GWP Construction Corp in the amount of $7,992,957.

MCU had previously budgeted funds to cover the anticipated difference between the FDEP grant and the projected project cost. However, once bids were received, it was determined that the actual bid exceeded the initial estimate, creating a need for additional funding to fully support the project. As a result, an additional $1,617,120 is required to complete the project.

MCU had also programmed funds for the installation of a force main line from Adena to Old Jacksonville Road. Since this work is now being completed by a private developer, the previously allocated $1,428,032 is available for reallocation to this project and others as needed.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Motion to approve the transfer of project funds and amend the CIP.

Project Adjustments
PAJ 2026-3-4
Effective Date 12/02/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTC000056-CIP UTILTY-NEWINF CNS-448	Adena to Old Jacksonville Rd	563102	1,428,032	(1,428,032)	-
UTC000152-CIP UTILTY-NEWINF CNS-448	Irish Acres and Kunal Interconnect	563102	2,674,408	(243,088)	2,431,320
UTC000202-CIP UTILTY-NEWINF CNS-448	Irish Acres to Silver Springs Reg	563102	3,442,720	1,671,120	5,113,840
			7,545,160	-	7,545,160

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21405 **Agenda Date:** 12/2/2025 **Agenda No.:** 5.3.1.

SUBJECT:
Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 032362, 034635, 37669, 37706, 038748, 39479, 40727, 44602, 45161, 047075, 047116, 048495, 050727, 52094, 52140, 052229, 52970, and Supervisor of Elections List

INITIATOR:
Jennifer Cole, Finance Director

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Disposition of assets from various departments as listed on attached forms.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Request approval of Acquisition - Disposition forms.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Human Resources Date: 11/13/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
032362	Human Resources	38193

Description	Year Aquired
MAICO MA800 Series II Sound Testing Machine	1998

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Obsolete

Disposal Method: Recycled Disposal Location: Delivered to IT

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Jessica James Digitally signed by Jessica James Date: 2025.11.17 09:38:19 -05'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Clerk of Court Date: 11/17/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
034635	Courthouse	

Description	Year Aquired
TABLE ADMIN CONFERENCE	2000

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Replaced

Disposal Method: Given to OCE Disposal Location: Department

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Gregory C. Harrell Digitally signed by Gregory C. Harrell Date: 2025.11.17 13:34:27 -05'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 11/20/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
37669	OCE	1GCHK29214E258050

Description	Year Aquired
P-17 (2004 CHEVROLET SILVERADO 2500HD EXT CAB 4X4)	2004

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Dane Scott
Digitally signed by Dane Scott
DN: C=US, E=Dane.Scott@MarionFL.org, O=Office of the County Engineer, OU=Marion County Board of County Commissioners, CN=Dane Scott
Location: OCE Bldg. 3
Reason: I have reviewed this document
Contact Info: 352-671-8691
Date: 2025.11.20 15:07:13-05'00'

Secondary Signature:

(If Applicable) Jared Peltz
Digitally signed by Jared Peltz
Date: 2025.11.20 16:39:26 -05'00'

Fleet Signature:

(If Applicable) Clint Foley
Digitally signed by Clint Foley
Date: 2025.11.20 16:57:13 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 11/07/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
37706	OCE	1HTMKAAN05H698391

Description	Year Aquired
(APT-5) International Patch Truck 4400 SBA 4x2	2010

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Dane Scott
Digitally signed by Dane Scott
DN: C=US, E=Dane.Scott@MarionFL.org, O=Office of the County Engineer, OU=Marion County Board of County Commissioners, CN=Dane Scott
Location: OCE Bldg. 3
Reason: I have reviewed this document
Contact Info: 352-671-8691
Date: 2025.11.20 10:35:51-05'00'

Secondary Signature:

(If Applicable) Jared Peltz
Digitally signed by Jared Peltz
Date: 2025.11.20 16:39:55 -05'00'

Fleet Signature:

(If Applicable) Clint Foley
Digitally signed by Clint Foley
Date: 2025.11.20 16:57:39 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Solid Waste Date: 10/16/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
038748	Fleet	1GTHK23U95F905414

Description	Year Aquired
2005 GMC Sierra 2500HD	2005

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Mark Johnson Digitally signed by Mark Johnson Date: 2025.10.16 10:57:01 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2025.10.16 11:13:26 -04'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 11/07/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
39479	OCE	JEE0140520

Description	Year Aquired
(L-12) Case 521D Loader	2006

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Dane Scott
Digitally signed by Dane Scott
DN: C=US, E=Dane.Scott@MarionFL.org, O=Office of the County Engineer, OU=Marion County Board of County Commissioners, CN=Dane Scott
Location: OCE Bldg. 3
Reason: I have reviewed this document
Contact Info: 352-671-8691
Date: 2025.11.20 14:32:09-05'00'

Secondary Signature:

(If Applicable) Jared Peltz
Digitally signed by Jared Peltz
Date: 2025.11.20 17:02:45 -05'00'

Fleet Signature:

(If Applicable) Clint Foley
Digitally signed by Clint Foley
Date: 2025.11.20 17:05:05 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 11/20/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
40727	OCE	2G1WB55K479333192

Description	Year Aquired
PW-3 (2007 CHEVROLET IMPALA SEDAN)	2007

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Dane Scott
Digitally signed by Dane Scott
DN: C=US, E=Dane.Scott@MarionFL.org, O=Office of the County Engineer, OU=Marion County Board of County Commissioners, CN=Dane Scott
Location: OCE Bldg. 3
Reason: I have reviewed this document
Contact Info: 352-671-8691
Date: 2025.11.20 15:08:24-05'00'

Secondary Signature:

(If Applicable) Jared Peltz
Digitally signed by Jared Peltz
Date: 2025.11.20 16:41:30 -05'00'

Fleet Signature:

(If Applicable) Clint Foley
Digitally signed by Clint Foley
Date: 2025.11.20 16:58:32 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA

P.O. BOX 1030 OCALA, FLORIDA 34478-1030

TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 11/20/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
44602	OCE	V041053

Description	Year Aquired
T-44 (2009 Challenger MT465B 4WD Tier III)	2009

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Dane Scott

Digitally signed by Dane Scott
DN: C=US, E=Dane.Scott@MarionFL.org, O=Office of the County Engineer, OU=Marion County Board of County Commissioners, CN=Dane Scott
Location: OCE Bldg. 3
Reason: I have reviewed this document
Contact Info: 352-671-8691
Date: 2025.11.20 15:04:13-05'00'

Secondary Signature:

(If Applicable) Jared Peltz

Digitally signed by Jared Peltz
Date: 2025.11.20 16:44:26 -05'00'

Fleet Signature:

(If Applicable) Clint Foley

Digitally signed by Clint Foley
Date: 2025.11.20 16:58:48 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

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TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 11/07/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
45161	OCE	V096053

Description	Year Aquired
(T-47) Challenger MT465B 4WD	2010

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Dane Scott
Digitally signed by Dane Scott
DN: C=US, E=Dane.Scott@MarionFL.org, O=Office of the County Engineer, OU=Marion County Board of County Commissioners, CN=Dane Scott
Location: OCE Bldg. 3
Reason: I have reviewed this document
Contact Info: 352-671-8691
Date: 2025.11.20 13:50:50-05'00'

Secondary Signature:

(If Applicable) Jared Peltz
Digitally signed by Jared Peltz
Date: 2025.11.20 16:44:59 -05'00'

Fleet Signature:

(If Applicable) Clint Foley
Digitally signed by Clint Foley
Date: 2025.11.20 16:59:13 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Solid Waste Date: 11/10/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
047075	Fleet	1FVHG3DX9FHGF8887

Description	Year Aquired
GR-6 Freightliner	2014

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Mark Johnson Digitally signed by Mark Johnson Date: 2025.11.19 17:10:27 -05'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Clint Foley Digitally signed by Clint Foley Date: 2025.11.20 11:06:55 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Solid Waste Date: 11/10/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
047116	Fleet	1FVHG3DX3FHGG8119

Description	Year Aquired
RO-1 Freightliner	2014

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Mark Johnson Digitally signed by Mark Johnson Date: 2025.11.19 17:12:51 -05'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Clint Foley Digitally signed by Clint Foley Date: 2025.11.20 11:06:17 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Solid Waste Date: 11/10/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
048495	Fleet	3BKBL20X5HF137916

Description	Year Aquired
RO-5 Kenworth Roll Off	2016

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Mark Johnson Digitally signed by Mark Johnson Date: 2025.11.19 17:13:27 -05'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Clint Foley Digitally signed by Clint Foley Date: 2025.11.20 11:05:53 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Solid Waste Date: 10/16/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
050727	Fleet	A5KB2FDBCHG043028

Description	Year Aquired
2017 KUBOTA RTV-X900W-H 4X4	2018

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Mark Johnson Digitally signed by Mark Johnson Date: 2025.10.16 10:59:14 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2025.10.16 11:15:05 -04'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 11/07/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
52094	OCE	1XNBE1215J1090982

Description	Year Aquired
(TL-111) Triple Crown 7x12 Trailer	2018

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Unable to Repair

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Dane Scott
Digitally signed by Dane Scott
DN: C=US, E=Dane.Scott@MarionFL.org, O=Office of the County Engineer, OU=Marion County Board of County Commissioners, CN=Dane Scott
Location: OCE Bldg. 3
Reason: I have reviewed this document
Contact Info: 352-671-8691
Date: 2025.11.20 10:36:26-05'00'

Secondary Signature:

(If Applicable) Jared Peltz
Digitally signed by Jared Peltz
Date: 2025.11.20 16:45:52 -05'00'

Fleet Signature:

(If Applicable) Clint Foley
Digitally signed by Clint Foley
Date: 2025.11.20 16:59:33 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 11/07/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
52140	OCE	1L06110MEJH910131

Description	Year Aquired
(TT-10) John Deere 6110M	2018

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Dane Scott
Digitally signed by Dane Scott
DN: C=US, E=Dane.Scott@MarionFL.org, O=Office of the County Engineer, OU=Marion County Board of County Commissioners, CN=Dane Scott
Location: OCE Bldg. 3
Reason: I have reviewed this document
Contact Info: 352-671-8691
Date: 2025.11.20 13:51:55-05'00'

Secondary Signature:

(If Applicable) Jared Peltz
Digitally signed by Jared Peltz
Date: 2025.11.20 16:46:26 -05'00'

Fleet Signature:

(If Applicable) Clint Foley
Digitally signed by Clint Foley
Date: 2025.11.20 16:59:58 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: State Attorney Date: 11/13/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
052229	STATE ATTY	A20DC19125

Description	Year Aquired
FUJITSU FI-7180 SCANNER	2019

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Recycled Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Cindy Harper Digitally signed by Cindy Harper Date: 2025.11.13 16:50:29 -05'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: OCE Date: 11/20/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
52970	OCE	2979265

Description	Year Aquired
Attach-10 (2020 ALAMO 48" BUZZBAR CUTTING HEAD (2 BLADE))	2019

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Obsolete

Disposal Method: Send to Auction Disposal Location: Delivered to Fleet

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Dane Scott
Digitally signed by Dane Scott
DN: C=US, E=Dane.Scott@MarionFL.org, O=Office of the County Engineer, OU=Marion County Board of County Commissioners, CN=Dane Scott
Location: OCE Bldg. 3
Reason: I have reviewed this document
Contact Info: 352-671-8691
Date: 2025.11.20 15:01:46-05'00'

Secondary Signature:

(If Applicable) Jared Peltz
Digitally signed by Jared Peltz
Date: 2025.11.20 16:47:11 -05'00'

Fleet Signature:

(If Applicable) Clint Foley
Digitally signed by Clint Foley
Date: 2025.11.20 17:00:19 -05'00'

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

GREGORY C. HARRELL

CLERK OF COURT AND COMPTROLLER MARION COUNTY, FLORIDA
P.O. BOX 1030 OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5520 WWW.MARIONCOUNTYCLERK.ORG

ACQUISITION - DISPOSITION FORM

TO: Finance From: Supervisor of Elections Date: 11/13/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
SEE ATTACHED	SEE ATTACHED	SEE ATTACHED

Description	Year Aquired
SEE ATTACHED	

Acquisition: ☐ Asset/Vehicle Number Being Replaced: (If Applicable) ☐ Please attach a copy of the invoice for acquisitions

Disposal: ☑ Disposal Reason: Exceeds Useful Life

Disposal Method: Trade In Disposal Location:

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Wesley Wilcox Digitally signed by Wesley Wilcox Date: 2025.11.13 09:09:56 -05'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) _____

BCC Chairman Signature: _____

Forward copy of approved form to: Clerk of Court and Comptroller-Finance Department. Please include a copy of the loss report for all risk claims.

Use SEE ATTACHED in the Asset# column for disposal lists.

ASSET	DESCRIPTION	TAG NUMBER	SERIAL/PARCEL	ACQUIRED	CUSTODIAN	ACQUIS COST
046518	EVID COMPACT UNIT	9004381	E34-13900034	07/10/2013	SOE	2,495.00
046519	EVID COMPACT UNIT	9004382	E34-13900023	07/10/2013	SOE	2,495.00
046520	EVID COMPACT UNIT	9004415	E34-13900253	07/10/2013	SOE	2,495.00
046521	EVID COMPACT UNIT	9004588	E34-13900117	07/10/2013	SOE	2,495.00
046522	EVID COMPACT UNIT	9004336	E34-13900150	07/10/2013	SOE	2,495.00
046523	EVID COMPACT UNIT	9004392	E34-13900154	07/10/2013	SOE	2,495.00
046525	EVID COMPACT UNIT	9003814	E34-13900145	07/10/2013	SOE	2,495.00
046526	EVID COMPACT UNIT	9004347	E34-13900172	07/10/2013	SOE	2,495.00
046527	EVID COMPACT UNIT	9004358	E34-13900166	07/10/2013	SOE	2,495.00
046528	EVID COMPACT UNIT	9004394	E34-13900045	07/10/2013	SOE	2,495.00
046529	EVID COMPACT UNIT	9004401	E34-13900051	07/10/2013	SOE	2,495.00
046530	EVID COMPACT UNIT	9004090	E34-13900087	07/10/2013	SOE	2,495.00
046531	EVID COMPACT UNIT	9004533	E34-13900032	07/10/2013	SOE	2,495.00
046532	EVID COMPACT UNIT	9004351	E34-13900028	07/10/2013	SOE	2,495.00
046533	EVID COMPACT UNIT	9004448	E34-13900244	07/10/2013	SOE	2,495.00
046534	EVID COMPACT UNIT	9004333	E34-13900020	07/10/2013	SOE	2,495.00
046535	EVID COMPACT UNIT	9004321	E34-13900132	07/10/2013	SOE	2,495.00
046536	EVID COMPACT UNIT	9004423	E34-13900226	07/10/2013	SOE	2,495.00
046537	EVID COMPACT UNIT	9004427	E34-13900170	07/10/2013	SOE	2,495.00
046538	EVID COMPACT UNIT	9004413	E34-13900249	07/10/2013	SOE	2,495.00
046539	EVID COMPACT UNIT	9004410	E34-13900163	07/10/2013	SOE	2,495.00
046540	EVID COMPACT UNIT	9004562	E34-13900289	07/10/2013	SOE	2,495.00
046541	EVID COMPACT UNIT	9004272	E34-13900130	07/10/2013	SOE	2,495.00
046542	EVID COMPACT UNIT	9004305	E34-13900280	07/10/2013	SOE	2,495.00
046543	EVID COMPACT UNIT	9004290	E34-13900276	07/10/2013	SOE	2,495.00
046544	EVID COMPACT UNIT	9004262	E34-13900120	07/10/2013	SOE	2,495.00
046545	EVID COMPACT UNIT	9004268	E34-13900211	07/10/2013	SOE	2,495.00
046546	EVID COMPACT UNIT	9004380	E34-13900231	07/10/2013	SOE	2,495.00
046547	EVID COMPACT UNIT	9004311	E34-13900083	07/10/2013	SOE	2,495.00
046548	EVID COMPACT UNIT	9004353	E34-13900156	07/10/2013	SOE	2,495.00
046549	EVID COMPACT UNIT	9004260	E34-13900074	07/10/2013	SOE	2,495.00
046550	EVID COMPACT UNIT	9004383	E34-13900268	07/10/2013	SOE	2,495.00
046552	EVID COMPACT UNIT	9004379	E34-13900247	07/10/2013	SOE	2,495.00
046553	EVID COMPACT UNIT	9004411	E34-13900015	07/10/2013	SOE	2,495.00
046554	EVID COMPACT UNIT	9004409	E34-13900016	07/10/2013	SOE	2,495.00
046555	EVID COMPACT UNIT	9004389	E34-13900237	07/10/2013	SOE	2,495.00
046556	EVID COMPACT UNIT	9004396	E34-13900275	07/10/2013	SOE	2,495.00
046557	EVID COMPACT UNIT	9003837	E34-13900042	07/10/2013	SOE	2,495.00
046558	EVID COMPACT UNIT	9003830	E34-13900218	07/10/2013	SOE	2,495.00
046559	EVID COMPACT UNIT	9004387	E34-13900036	07/10/2013	SOE	2,495.00
046560	EVID COMPACT UNIT	9004398	E34-13900029	07/10/2013	SOE	2,495.00
046561	EVID COMPACT UNIT	9004332	E34-13900250	07/10/2013	SOE	2,495.00
046562	EVID COMPACT UNIT	9003816	E34-13900118	07/10/2013	SOE	2,495.00
046563	EVID COMPACT UNIT	9004417	E34-13900058	07/10/2013	SOE	2,495.00
046564	EVID COMPACT UNIT	9004393	E34-13900052	07/10/2013	SOE	2,495.00
046565	EVID COMPACT UNIT	9004361	E34-13900186	07/10/2013	SOE	2,495.00
046568	EVID COMPACT UNIT	9004291	E34-13900269	07/10/2013	SOE	2,495.00
046569	EVID COMPACT UNIT	9004425	E34-13900190	07/10/2013	SOE	2,495.00
046570	EVID COMPACT UNIT	9003801	E34-13900272	07/10/2013	SOE	2,495.00
046571	EVID COMPACT UNIT	9004400	E34-13900151	07/10/2013	SOE	2,495.00
046572	EVID COMPACT UNIT	9004399	E34-13900047	07/10/2013	SOE	2,495.00

046573	EVID COMPACT UNIT	9004274	E34-13900262	07/10/2013 SOE	2,495.00
046574	EVID COMPACT UNIT	9004267	E34-13900090	07/10/2013 SOE	2,495.00
046575	EVID COMPACT UNIT	9004375	E34-13900258	07/10/2013 SOE	2,495.00
046576	EVID COMPACT UNIT	9004292	E34-13900257	07/10/2013 SOE	2,495.00
046577	EVID COMPACT UNIT	9004378	E34-13900041	07/10/2013 SOE	2,495.00
046578	EVID COMPACT UNIT	9004325	E34-13900286	07/10/2013 SOE	2,495.00
046579	EVID COMPACT UNIT	9004245	E34-13900236	07/10/2013 SOE	2,495.00
046580	EVID COMPACT UNIT	9004263	E34-13900048	07/10/2013 SOE	2,495.00
046581	EVID COMPACT UNIT	9004329	E34-13900085	07/10/2013 SOE	2,495.00
046582	EVID COMPACT UNIT	9004365	E34-13900245	07/10/2013 SOE	2,495.00
046583	EVID COMPACT UNIT	9004348	E34-13900031	07/10/2013 SOE	2,495.00
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048698	EVID COMPACT UNIT	9004099		06/14/2016 SOE	2,195.00
048699	EVID COMPACT UNIT	9004102		06/14/2016 SOE	2,195.00
048700	EVID COMPACT UNIT	9004101		06/14/2016 SOE	2,195.00
048701	EVID COMPACT UNIT	9004121		06/14/2016 SOE	2,195.00
048702	EVID COMPACT UNIT	9004136		06/14/2016 SOE	2,195.00
048703	EVID COMPACT UNIT	9004123		06/14/2016 SOE	2,195.00
048704	EVID COMPACT UNIT	9004124		06/14/2016 SOE	2,195.00
048705	EVID COMPACT UNIT	9004129		06/14/2016 SOE	2,195.00
048706	EVID COMPACT UNIT	9004130		06/14/2016 SOE	2,195.00
048707	EVID COMPACT UNIT	9004522		06/14/2016 SOE	2,195.00
048708	EVID COMPACT UNIT	9004061		06/14/2016 SOE	2,195.00
048709	EVID COMPACT UNIT	9004517		06/14/2016 SOE	2,195.00
048710	EVID COMPACT UNIT	9004060		06/14/2016 SOE	2,195.00
048711	EVID COMPACT UNIT	9004058		06/14/2016 SOE	2,195.00
048712	EVID COMPACT UNIT	9004128		06/14/2016 SOE	2,195.00
048713	EVID COMPACT UNIT	9004126		06/14/2016 SOE	2,195.00
048714	EVID COMPACT UNIT	9004059		06/14/2016 SOE	2,195.00
048715	EVID COMPACT UNIT	9004571		06/14/2016 SOE	2,195.00
048716	EVID COMPACT UNIT	9004057		06/14/2016 SOE	2,195.00
048717	EVID COMPACT UNIT	9004056		06/14/2016 SOE	2,195.00
048718	EVID COMPACT UNIT	9004127		06/14/2016 SOE	2,195.00
048719	EVID COMPACT UNIT	9004125		06/14/2016 SOE	2,195.00
049777	EVID COMPACT UNIT	9004112	E055-16A00228	10/24/2016 SOE	2,195.00
049778	EVID COMPACT UNIT	9004132	E055-16A00248	10/24/2016 SOE	2,195.00
049779	EVID COMPACT UNIT	9004131	E055-15C00166	10/24/2016 SOE	2,195.00

049780	EVID COMPACT UNIT	9004119	E055-15C00078	10/24/2016	SOE	2,195.00
049781	EVID COMPACT UNIT	9004105	E055-15C00102	10/24/2016	SOE	2,195.00
049782	EVID COMPACT UNIT	9004103	E055-16A00239	10/24/2016	SOE	2,195.00
049783	EVID COMPACT UNIT	9004104	E055-16A00241	10/24/2016	SOE	2,195.00
049784	EVID COMPACT UNIT	9004107	E055-16A00233	10/24/2016	SOE	2,195.00
049785	EVID COMPACT UNIT	9004068	E055-16A00237	10/24/2016	SOE	2,195.00
049786	EVID COMPACT UNIT	9004106	E055-16A00243	10/24/2016	SOE	2,195.00
049787	EVID COMPACT UNIT	9004120	E055-16A00231	10/24/2016	SOE	2,195.00
049788	EVID COMPACT UNIT	9004066	E055-16A00247	10/24/2016	SOE	2,195.00
049789	EVID COMPACT UNIT	9004114	E055-15C00119	10/24/2016	SOE	2,195.00
049790	EVID COMPACT UNIT	9004118	E055-16A00238	10/24/2016	SOE	2,195.00
049791	EVID COMPACT UNIT	9004067	E055-16A00235	10/24/2016	SOE	2,195.00
049792	EVID COMPACT UNIT	9004065	E055-16A00245	10/24/2016	SOE	2,195.00
049793	EVID COMPACT UNIT	9004062	E055-15C00118	10/24/2016	SOE	2,195.00
049794	EVID COMPACT UNIT	9004098	E055-16A00249	10/24/2016	SOE	2,195.00
049795	EVID COMPACT UNIT	9004064	E055-16A00250	10/24/2016	SOE	2,195.00
049796	EVID COMPACT UNIT	9004133	E055-16A00251	10/24/2016	SOE	2,195.00
049797	EVID COMPACT UNIT	9004117	E055-16A00246	10/24/2016	SOE	2,195.00
049798	EVID COMPACT UNIT	9004134	E055-16A00232	10/24/2016	SOE	2,195.00
049799	EVID COMPACT UNIT	9004135	E055-16A00244	10/24/2016	SOE	2,195.00
049800	EVID COMPACT UNIT	9004113	E055-16A00240	10/24/2016	SOE	2,195.00
049801	EVID COMPACT UNIT	9004115	E055-16A00242	10/24/2016	SOE	2,195.00

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21393 **Agenda Date:** 12/2/2025 **Agenda No.:** 6.1.

SUBJECT:
PUBLIC HEARING to Authorize Use of the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments as Set Forth in Section 197.3632, F.S. and Adopt the Attached Resolutions

INITIATOR:
Chad Wicker, Director

DEPARTMENT:
Municipal Services

DESCRIPTION/BACKGROUND:
The purpose of this Public Hearing is to authorize use of the Uniform Collection Method for Non-Ad Valorem Assessments and adopt the attached Resolutions.

The procedures for levying these assessments are set forth in Section 197.3632, F.S., Uniform Method for Levy, Collection and Enforcement of Non-Ad Valorem Assessments. The assessments are to be placed on the tax bills of affected property owners residing in the areas listed below upon certification of the proposed assessment roll.

These resolutions are required because either the non-ad valorem assessment is being levied for the first time, the assessment is being increased beyond the maximum rate, the boundary of the area has changed, or there is a change in the purpose for such assessment.

- BAHIA OAKS UNIT NO. THREE AKA WEST WIND TRAILS
- BAHIA VILLA MUNICIPAL SERVICES BENEFIT UNIT (MSBU) FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BASELINE VILLAS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BEAR LAKE ACRES MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BECKET PLANTATION - SE 29TH AVE
- BEL LAGO WEST HAMLET MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BELLEVIEW HEIGHTS ESTATES UNIT 4
- BELLEVIEW HEIGHTS ESTATES UNIT NO. 5
- BELLEVIEW HEIGHTS ESTATES UNIT 8 - SE 44TH AVE
- BELLEVIEW HILLS
- BELMAR ESTATES
- BRADFORD FARMS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BROOKHAVEN PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BROOKHAVEN PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

- CEDAR VILLAS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- CHERRYWOOD PRESERVE PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- CLEARLAKE RANCHES HAMLET SUBDIVISION MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- COUNTRY GAITE
- COUNTRY GARDENS
- DALTON WOODS-DALTON WOODS 1ST ADDITION
- DEER PATH NORTH MSBU FOR ROAD MAINTENANCE
- DEER PATH NORTH PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- DERBY FARMS MSBU
- DOUBLEGATE MSBU FOR STREET LIGHTING
- DUNNELLON OAKS
- EAST LAKE - WOODMAR - SE 143RD STREET AND PORTION OF SE 145TH AVE.
- EDGEWATER ESTATES REPLAT
- EDWARD M REEVES - SE 126TH PL.
- EL DORADO DRAINAGE MSBU
- FLORIDA HIGHLANDS COMMERCIAL
- FORE ACRES FIRST ADDITION
- FORESTS' EDGE
- FOUNTAIN VILLAS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- FREEDOM CROSSINGS PRESERVE PHASE 1 & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- GREY OAKS MSBU FOR ROAD MAINTENANCE
- GREYSTONE HILLS PHASE ONE & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- HEATHER ISLAND MARKET CENTER MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- HEATHER ISLAND MARKET CENTER PARTIAL REPLAT
- HENDERSON'S YELLOW BLUFF
- HUNTINGTON/HUNTINGTON FIRST ADDITION/HUNTINGTON REVISED PORTION
- INDIAN MEADOWS MSBU FOR STREET LIGHTING
- INDUSTRIAL 35
- JB RANCH SUBDIVISION PHASE 2A MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- JOG ACRES
- JOG ACRES FIRST ADDITION
- KINGSLAND COUNTRY ESTATES FOREST GLENN - SW 64TH COURT
- LANDFAIR UNIT 1
- LAUREL COMMONS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- LEONARDO ESTATES - 2ND LOOP, 47TH - 50TH CT.

- LIBERTY VILLAGE PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- LIBERTY VILLAGE PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- LONG LAKE HEIGHTS EXTENSION MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- MARICAMP MARKET CENTRE MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- MARICAMP MARKET CENTRE REPLAT PHASE 1 & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- MARION COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR FIRE RESCUE SERVICES
- MARION COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR RESIDENTIAL SOLID WASTE SERVICES
- MARION OAKS MUNICPAL SERVICES TAXING UNIT (MSTU) FOR GENERAL SERVICES
- MARION RANCH PHASE 1 & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- MILLWOOD ESTATES MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- NICHOLAS ESTATES
- OAK HAMMOCK PRESERVE MSBU FOR GENERAL MAINTENANE AND CAPITAL IMPROVEMENTS
- OAKS AT OCALA CROSSINGS SOUTH PHASE ONE AND PHASE TWO MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- OCALA CROSSINGS SOUTH PHASE ONE MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- OCALA HIGHLANDS ESTATES/OCALA HIGHLANDS ESTATES 1ST ADDITION STREET LIGHTS MUNICIPLE SERVICE BENEFIT UNIT
- UNIT ONE OF OCALA OAKS
- OCALA OAKS UNIT NO. 2
- OCALA RANCHETTES
- OCALA RIDGE (BILTMORE PARK UNIT NO. 7 NO. 10 NO. 11 - NW 52ND AVENUE
- PEPPER TREE VILLAGE
- PINE RIDGE ESTATES
- PINE RUN ESTATES
- PIONEER RANCH PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- ADDITION TO PONDEROSA SUBDIVISION
- PONDEROSA “TALL PINES”
- QUAIL CREEK
- RAINBOW LAKES ESTATES MSTU FOR ROAD IMPROVEMENTS
- RIVERS’ ACRES - SE 27TH ST. - SE 28TH ST.
- ROLLING HILLS UNIT 2 - SW 73rd STREET
- ROLLING HILLS UNIT ONE 1-A, UNIT TWO, REPLAT OF A PORTION OF ROLLING HILLS UNIT 2-A,

UNIT THREE, UNIT FOUR, UNIT FIVE
- ROOSEVELT VILLAGE UNIT 1
- SHERWOOD HILLS ESTATES DRAINAGE MSBU
- SILVER CREEK
- SILVER SPRINGS ACRES
- SILVER SPRINGS SHORES - UNITS 31, 35, 36, 37, 38, 42, 44 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- SLEEPY HOLLOW
- STONE HILL
- STORMWATER SERVICES AND STORMWATER MANAGEMENT PROGRAM
- SUGAR HILL ESTATES
- SUGAR PLUM ESTATES
- SUN COUNTRY ESTATES
- SUN RAY ESTATES
- SUN TREE
- SUNSET HILLS PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- THOROUGHBRED ACRES MSBU
- TOMPKINS & GEORGES ADDITION TO DUNNELLON MSTU
- TRADE WINDS VILLAGE
- WEST MARION FARMS

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt the Resolutions required by Section 197.3632, F.S. and authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Wicker (Last) Chad (First) (Dept) MSTU - 4155

(Title) Director (Phone) (352) 438-2660

Signature [signature] Date Thursday, November 20, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Pursuant to Florida Statute 197.3632, attached are Resolutions for the Uniform Collection Method to be presented and approved on December 2, 2025, by the BCC for proposed project areas that may become a future road assessment project or MSBU and collected during the 2026 Property Tax Bill.

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, December 2, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-1286

Assigned to: ☐ Matthew Guy Minter, County Attorney ☑ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☐ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

Date Received:

RECEIVED
By Marion County Attorney LZ at Nov 21, 2025

Attorney Signature: [signature] Date 11/25/2025

Staff Signature: V Ryder (Completed) Date: 11/25/2025 Returned: ☑ Department ☐ Admin ☐ _____

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Wicker (Last) Chad (First) (Dept) MSTU - 4155

(Title) Director (Phone) 352-438-2660

Signature [signature] Date Wednesday, October 22, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Review NOI legal ad to be published in OSB on the following dates: 11/4/2025, 11/11/2025, 11/18/2025, 11/25/2025

Deadline for Ad submission to OSB is Thursday, 10/30

For more information or discussion, contact: ☐ Same as above

(Name) Cline (Last) Cara (First) (Title) Admin Svc Coord (Phone) (352) 438-2652

Agenda Item? ☐ Yes ☐ No Agenda Date: _____

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-1138

Assigned to: ☐ Matthew Guy Minter, County Attorney ☒ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☐ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-HF at 4:47 pm, Oct 22, 2025

Attorney Signature: [signature] Date 10/23/25

Staff Signature: [signature] (Completed) Date: 102325 Returned: ☒ Department ☐ Admin ☐ _____

Rev2 03/19/2025

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Heather Flynn
Marion County Attorneys' Office - 330
601 SE 25Th AVE # 108
Ocala FL 34471-2690

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

OCA Ocala Star-Banner	11/04/2025, 11/11/2025, 11/18/2025, 11/25/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/25/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$2714.28
Tax Amount:	$0.00
Payment Cost:	$2714.28
Order No:	11782033
Customer No:	533707
PO #:	LRM 2025-1138

of Copies: 1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF INTENT
TO USE THE UNIFORM METHOD
OF COLLECTION OF NON-AD
VALOREM ASSESSMENTS

The Board of County Commissioners of Marion County, Florida, intends to use the uniform method for collecting non-ad valorem assessments within the below-listed assessment areas as set forth in section 197.3632, Florida Statutes, and the Board of County Commissioners will hold a public hearing on December 2, 2025, at 10:00 a.m. at the McPherson Governmental Campus Auditorium located at 601 SE 25th Avenue, Ocala, Florida.

The purpose of the public hearing is to consider the adoption of resolutions authorizing the Board of County Commissioners to use the uniform method of collecting non-ad valorem assessments within the below-listed assessment areas as provided in section 197.3632, Florida Statutes. Such resolutions will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy.

The Board of County Commissioners is considering adopting a non-ad valorem assessment for one or more of the following purposes: road and drainage improvements, street lighting and municipal services, fire rescue services, residential solid waste and stormwater program, and maintenance services, facilities, and programs.

Interested parties may appear at the public hearing to be heard regarding the use of the uniform ad valorem method of collecting such non-ad valorem assessments.

If reasonable accommodations of a disability are needed for you to participate in this meeting, please contact the ADA Coordinator/HR Director at (352) 438-2345 forty-eight (48) hours in advance of the hearing, so appropriate arrangements can be made.

Any person who decides to appeal any decision of the Board of County Commissioners with respect to any matter considered at this hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made. For more information

https://www.marioncfl.org/legalnotices

Notice is hereby given to all owners of lands located within the boundaries of the following assessment areas:

BAHIA OAKS UNIT NO. THREE AKA WEST WIND TRAILS
BAHIA VILLA MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
BASELINE VILLAS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
BEAR LAKE ACRES REPLAT MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
BECKET PLANTATION - 29TH AVE
BEL LAGO WEST HAMLET MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
BELLEVIEW HEIGHTS ESTATES UNIT 4
BELLEVIEW HEIGHTS ESTATES UNIT NO. 5
BELLEVIEW HEIGHTS ESTATES UNIT 8 - SE 44TH AVE
BELLEVIEW HILLS
BELMAR ESTATES
BRADFORD FARMS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
BROOKHAVEN PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
BROOKHAVEN PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
CEDAR VILLAS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
CHERRYWOOD PRESERVE PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
CLEARLAKE RANCHES HAMLET SUBDIVISION MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
COUNTY GAITE
COUNTRY GARDENS
DALTON WOODS-DALTON WOODS 1ST ADDITION
DEER PATH NORTH MSBU FOR ROAD MAINTENANCE
DEER PATH NORTH PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
DERBY FARMS MSBU
DOUBLEGATE MSBU FOR STREET LIGHTING
DUNNELLON OAKS
EAST LAKE - WOODMAR - SE 143RD STREET AND PORTION OF SE 145TH AVE
EDGEWATER ESTATES REPLAT
EDWARD REEVES - 126TH PL.
EL DORADO DRAINAGE MSBU
FLORIDA HIGHLANDS
FORE ACRES 1ST ADDITION
FORESTS' EDGE
FOUNTAIN VILLAS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
FREEDOM CROSSINGS PRESERVE PHASE 1 & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
GREY OAKS MSBU FOR ROAD MAINTENANCE
GREYSTONE HILLS PHASE ONE & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
HEATHER ISLAND MARKET CENTER MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
HEATHER ISLAND MARKET CENTER PARTIAL REPLAT
HENDERSON YELLOW BLUFF
HUNTINGTON / HUNTINGTON FIRST ADDITION / HUNTINGTON REVISED PORTION
INDIAN MEADOWS MSBU FOR STREET LIGHTING
INDUSTRIAL 35
JB RANCH SUBDIVISION PHASE 2A MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
JOG ACRES
JOG ACRES 1ST ADDITION
KINGSLAND COUNTRY ESTATES FOREST GLENN - SW 64TH COURT
LAND FAIR UNIT 1
LAUREL COMMONS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
LEONARDO ESTATES - 2ND LOOP, 47TH - 50TH CT.
LIBERTY VILLAGE PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
LIBERTY VILLAGE PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
LONG LAKE HEIGHTS EXTENSION MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
MARICAMP MARKET CENTRE MUNICIPLE SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
MARICAMP MARKET CENTRE REPLAT PHASE 1 & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
MARION COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR FIRE RESCUE SERVICES
MARION COUNTY MUNICIPLE SERVICE BENEFIT UNIT FOR RESIDENTIAL SOLID WASTE SERVICES
MARION OAKS MSTU FOR GENERAL SERVICES
MARION RANCH PHASE 1 & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
MILLWOOD ESTATES MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
NICHOLAS ESTATES
OAK HAMMOCK PRESERVE MSBU FOR GENERAL MAINTENANE AND CAPITAL IMPROVEMENTS
OAKS AT OCALA CROSSINGS SOUTH PHASE ONE AND PHASE TWO MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
OCALA CROSSINGS SOUTH PHASE ONE MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
OCALA HIGHLANDS ESTATES/OCALA HIGHLANDS ESTATES 1ST ADDITION STREET LIGHTS MUNICIPLE SERVICE BENEFIT UNIT
UNIT ONE OF OCALA OAKS
OCALA OAKS UNIT 2
OCALA RANCHETTES
OCALA RIDGE (BILTMORE PARK UNIT NO. 7 NO. 10 NO. 11 - NW 52ND AVENUE
PEPPER TREE VILLAGE
PINE RIDGE ESTATES
PINE RUN ESTATES
PIONEER RANCH PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
PONDEROSA ADDITION TWO
PONDEROSA TALL PINES
QUAIL CREEK
RAINBOW LAKES ESTATES MSTU FOR ROAD IMPROVEMENTS
RIVER ACRES - SE 27TH ST. - SE 28TH ST.
ROLLING HILLS UNIT 2 - SW 73rd STREET
ROLLING HILLS UNIT ONE 1-A, UNIT TWO, REPLAT OF A PORTION OF ROLLING HILLS UNIT 2-A, UNIT THREE, UNIT FOUR, UNIT FIVE
ROOSEVELT VILLAGE UNIT 1
SHERWOOD HILLS ESTATES DRAINAGE MSBU
SILVER CREEK
SILVER SPRING ACRES
SILVER SPRINGS SHORES - UNITS 31, 35, 36, 37, 38, 42, 44 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
SLEEPY HOLLOW
STONE HILL
STORMWATER SERVICES AND STORMWATER MANAGEMENT PROGRAM
SUGAR HILL ESTATES
SUGAR PLUMB ESTATES
SUN COUNTRY ESTATES
SUN RAY ESTATES
SUN TREE
SUNSET HILLS PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
THOROUGHBRED ACRES MSBU
TOMPKINS & GEORGES ADDITION TO DUNNELLON MSTU
TRADEWINDS VILLAGE
WEST MARION FARMS

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA
KATHY BRYANT, CHAIRMAN
ATTEST: GREGORY C. HARRELL, CLERK OF THE COURT

Dated this 22nd day of October, 2025

PUBLISH DATES
NOVEMBER 4, 2025
NOVEMBER 11, 2025
NOVEMBER 18, 2025
NOVEMBER 25, 2025

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BAHIA OAKS UNIT NO. THREE AKA WEST WIND TRAILS IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Bahia Oaks Unit No. Three AKA West Wind Trails Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Bahia Oaks Unit No. Three AKA West Wind Trails Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BAHIA OAKS UNIT NO. THREE AKA WEST WIND TRAILS IMPROVEMENT AREA

A subdivision as recorded in Plat Book "L", at Page 067 of the Public Records of Marion County, Florida

AND
INCLUDING OUT PARCELS
3540-000-000, 3541-000-000, 3541-025-014, and 36460-020-02

PARCEL NUMBER: 3540-000-000
SEC 08 TWP 16 RGE 21
PLAT BOOK L PAGE 070
BAHIA OAKS UNIT 4
BLK 21 LOTS1.2.3.4.5.6.7.8.9.10.11.12.13.14.15.16.17.18.19.20.21.22.23.24.25.26.27.28.29. 30.31.32.33.34.35.36.37.38.39.40.41.42.43.44.45.46.47.48.49.50.51
BLK 22 LOTS 1.2.3.4.5.6.7.8.9.10.11.12.13.14.15.16.17.18.19. 20.21.22.23.24
BLK 23 LOTS 1.2.3.4.5.6.7.8.9.10.11.12.13.14.15.16.17.18.19. 20.21.22.23.24 & THAT PORTION OF SW 63RD CT LYING W OF BLK 23 UNIT 4 & E OF BLK 24 UNIT 5 &THAT PORTION OF SW 62ND CT LYING W OF BLK 22 & E OF BLK 23 & THAT PORTION OF SW 62ND AVE LYING W OF BLK 21 & E OF BLK 22 & THAT PORTION OF SW 61ST CT LYING IN BLK 21 UNIT 4 & THAT PORTION OF SW 68TH LN LYING N OF LOTS 12-17 BLK 28 UNIT 5 & S OF BLK 21 & 22 UNIT 4

PARCEL NUMBER: 3541-000-000
SEC 08 TWP 16 RGE 21
PLAT BOOK L PAGE 071
BAHIA OAKS UNIT 5
BLK 24 LOTS 13.14.15.16.17.18.19.20.21.22.23.24.25 &
BLK 26 LOTS 1.30 & WRA
BLK 28 LOTS 1.2.5.6.7.8.9.10.11.12.13.14.15.16.17.18.19.20.21.22.23.24.25.26 27.28.29.30.31.32.33 &
BLK 29 LOTS 2.3.4.5.6.7.8.9.10.11.12.13.14.15.16.17.18.19.20.21.22.23.24.25.26 27.28.29.30.31.32.33.34.35 &
BLK 30 LOTS 2.3.4.5.6.7.8.9.10.11.12.13.14.15.16. & THAT PT OF SW 69TH ST LYING N OF BLK 30 & S OF BLK 29 UNIT 5 & THAT PT OF SW 68TH PL LYING N OF BLK 29 & S OF BLK 28 & BLK 26 UNIT 5 & THAT PT OF SW 64TH CT LYING W OF BLK 28 & E OF BLK 26 UNIT 5 & THAT PT OF SW 67TH PL LYING N OF LOTS 5 THRU 11
BLK 28 UNIT 5 & S OF BLK 21, 22 & 23 UNIT 4 & THAT PT OF SW 63RD CT LYING W OF BLK 23 UNIT 4 & E OF BLK 24 UNIT 5 EXC BLK 24 A PT OF LOTS 12.13 BEING MORE PARTICULARLY DESC AS: BEGIN AT THE NW COR OF LOT 11 TH N 00-12-48 W 80.30 FT TO THE POB TH CONT N 00-12-48 W 78.30 FT TO THE POC OF A CURVE CONCAVE

SELY HAVING A RADIUS OF 25 FT A CENTRAL ANGLE OF 120-24-47 A CHORD BEARING & DISTANCE OF N 59-59-36 E 43.39 FT TH NELY ALONG ARC OF CURVE 52.54 FT TO A PT OF REVERSE CURVATURE OF A CURVE CONCAVENLY HAVING A RADIUS OF 582.57 FT A CENTRAL ANGLE OF 11-15-06 A CHORD BEARING & DISTANCE OF S 65-25-34 E 114.22 FT TH SELY ALONG ARC OF CURVE 114.40 FT TH S 01-32-47 W 52 FT TH S 89-47-12 W 139.76 FT TO THE POB EXC BLK 28 LOT 2 EXC W 5 FT BEING MORE PARTICULARLY DESC AS: BEGIN AT THE NE COR OF LOT 2 TH S 00-12-49 E 125 FT TH S 89-48-32 W 75 FT TH N 00-12-49 W 125 FT TH N 89-48-32 E 75 FT TO THE POB EXC PARCEL A BEING MORE PARTICULARY DESC AS: COM AT THE SW COR OF BLK 27 TH N 89-57-53 E 201.19 FT TO THE POB TH N 00-13-00 W 8.85 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A RADIUS OF 40 FT A CENTRAL ANGLE OF 102-38-08 A CHORD BEARING & DISTANCE OF N 00-13-00 W 62.45 FT TH NLY ALONG ARC OF CURVE 71.65 FT TH N 00-12-52 W 9.45 FT TH N 89-50-26 E 125 FT TH S 00-12-59 E 81.03 FT TH S 89-57-53 W 125 FT TO THE POB EXC PARCEL B BEING MORE PARTICULARY DESC AS: COM AT THE SW COR OF BLK 27 TH N 89-57-53 E 201.19 FT TH N 00-13-00 W 8.85 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A RADIUS OF 40 FT A CENTRAL ANGLE OF 102-38-08 A CHORD BEARING & DISTANCE OF N 00-13-00 W 62.45 FT TH NLY ALONG ARC OF CURVE 71.65 FT TH N 00-13-00 W 9.45 FT TO THE POB TH N 00-13-00 W 80 FT TH N 89-50-33 E 125 FT TH S 00-12-59 E 80 FT TH S 89-50-33 W 25 FT TO THE POB PARCEL C BEING MORE PARTICULARY DESC AS: COM AT THE SW COR OF BLK 27 TH N 89-57-53 E 201.19 FT TH N 00-13-00 W 8.85 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A RADIUS OF 40 FT A CENTRAL ANGLE OF 102-38-08 A CHORD BEARING & DISTANCE OF N 00-13-00 W 62.45 FT TH NLY ALONG ARC OF CURVE 71.65 FT TH N 00-13-00 W 89.45 FT TO THE POB TH CONT N 00-13-00 W 80 FT TH N 89-50-33 E 125 FT TH S 00-12-59 E 80 FT TH S 89-50-33 W 125 FT TO THE POB EXC PARCEL D BEING MORE PARTICULARY DESC AS: COM AT THE SW COR OF BLK 27 TH N 89-57-53 E 201.19 FT TH N 00-13-00 W 8.85 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A RADIUS OF 40 FT A CENTRAL ANGLE OF 102-38-08 A CHORD BEARING & DISTANCE OF N 00-13-00 W 62.45 FT TH NLY ALONG ARC OF CURVE 71.65 FT TH N 00-13-00 W 169.45 FT TO THE POB TH CONT N 00-13-00 W 80 FT TH N 89-50-33 E 125 FT TH S 00-12-59 E 80 FT TH S 89-50-33 W 125 FT TO THE POB EXC PARCEL E BEING MORE PARTICULARY DESC AS: COM AT THE SW COR OF BLK 27 TH N 89-57-53 E 201.19 FT TH N 00-13-00 W 8.85 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A RADIUS OF 40 FT A CENTRAL ANGLE OF 102-38-08 A CHORD BEARING & DISTANCE OF N 00-13-00 W 62.45 FT TH NLY ALONG ARC OF CURVE 71.65 FT TH N 00-13-00 W 249.45 FT TO THE POB TH CONT N 00-13-00 W 80 FT TH N 89-50-33 E 125 FT TH S 00-12-59 E 80 FT TH S 89-50-33 W 125 FT TO THE POB EXC PARCEL F BEING MORE PARTICULARY DESC AS: COM AT THE SW COR OF BLK 27 TH N 89-57-53 E 201.19 FT TH N 00-13-00 W 8.85 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A RADIUS OF 40 FT A CENTRAL ANGLE OF 102-38-08 A CHORD BEARING & DISTANCE OF N 00-13-00 W 62.45 FT TH NLY ALONG ARC OF CURVE 71.65 FT TH N 00-13-00 W 329.45 FT TO THE POB TH CONT N 00-13-00 W 80 FT TH N 89-50-33 E 125 FT TH S 00-12-59 E 80 FT TH S 89-50-33 W125 FT TO THE POB

PARCEL NUMBER: 3541-025-014
SEC 08 TWP 16 RGE 21
PLAT BOOK L PAGE 071
BAHIA OAKS UNIT 5-AKA WEST WIND OAKS
BLK 25 LOT 14
PARENT PARCEL: 3541-000-001

PARCEL NUMBER: 35460-020-02
SEC 05 TWP 16 RGE 21
W 1/2 OF SW 1/4 OF SE 1/4 EXC E 40 FT
PARENT PARCEL: 35460-020-00

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BAHIA VILLAS MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Bahia Villa Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Bahia Villa Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BAHIA VILLA MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “11”, at Page 81, Page 82, Page 83, and Page 84 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BASELINE VILLAS MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Baseline Villas Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Baseline Villas Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BASELINE VILLAS MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “3097”, at Page 1891, of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BEAR LAKE ACRES MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Bear Lake Acres Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Bear Lake Acres Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10th, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BEAR LAKE ACRES MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “R”, at Page 132 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BECKET PLANTATION – SE 29TH AVE IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Becket Plantation – SE 29th Ave Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Becket Plantation – SE 29th Ave Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BECKET PLANTATION – SE 29TH AVE IMPROVEMENT AREA

A subdivision as recorded in Plat Book "A", at Page 086 of the Public Records of Marion County, Florida

TO INCLUDE PARCELS:
3726-075-000, 3726-074-000, 3726-073-000, 3726-072-001, 3726-072-002, 3726-072-000, 3726-071-000

PARCEL NUMBER: 3726-075-000
SEC 34 TWP 16 RGE 22
PLAT BOOK A PAGE 086
BECKET PLANTATION
FOR A POINT OF REFERENCE COM AT THE NE COR OF THE NW 1/4 TH ALONG THE E BDY OF SAID NW 1/4 S 00-12-46 E 25 FT TO A POINT ON THE N ROW OF SE 110TH ST (50 FT ROW) TH ALONG SAID ROW N 90-00-00 W 670.89 FT TO THE POB SAID POINT BEING ON THE W ROW OF DUNN AVE (30 FT ROW) TH CONT N 90-00-00 W 320.47 FT TH S 00-06-07 E 624.03 FT TO A POINT ON THE N ROW OF MINER AVE (30 FT ROW) TH S 89-59-37 E 320.54 FT TO A POINT ON THE W ROW OF DUNN AVE (30 FT ROW) TH ALONG SAID ROW N 00-06-31 W 624.06 FT TO THE POB

PARCEL NUMBER: 3726-074-000
SEC 34 TWP 16 RGE 22
PLAT BOOK A PAGE 086
BECKET PLANTATION
LOT 74

PARCEL NUMBER: 3726-073-000
SEC 34 TWP 16 RGE 22
PLAT BOOK A PAGE 086
BECKET PLANTATION
LOT 73

PARCEL NUMBER: 3726-072-001
SEC 34 TWP 16 RGE 22
PLAT BOOK A PAGE 086
BECKET PLANTATION
W 1/2 OF LOT 72

Parent Parcel: 3726-071-000
PARCEL NUMBER: 3726-072-002
SEC 34 TWP 16 RGE 22

PLAT BOOK A PAGE 086
BECKET PLANTAION
E 1/2 LOT 72

Parent Parcel: 3726-072-000

PARCEL NUMBER: 3726-072-000
SEC 34 TWP 16 RGE 22
PLAT BOOK A PAGE 086
BECKET PLANTATION
E 1/2 LOT 71

Parent Parcel: 3726-052-000

PARCEL NUMBER: 3726-071-000
SEC 34 TWP 16 RGE 22
PLAT BOOK A PAGE 086
BECKET PLANTATION
W 1/2 OF LOT 71

Parent Parcel: 3726-052-000

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN BEL LAGO WEST HAMLET MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Bel Lago West Hamlet Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Bel Lago West Hamlet Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BEL LAGO WEST HAMLET MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “15”, at Page 011, of the Public Records of Marion County, Florida.

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BELLEVIEW HEIGHTS ESTATES UNIT 4 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Belleview Heights Estates Unit 4 Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Belleview Heights Estates Unit 4 Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BELLEVIEW HEIGHTS ESTATES UNIT 4 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “F”, at Page 83 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BELLEVIEW HEIGHTS ESTATES UNIT NO. 5 IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Belleview Heights Estates Unit No. 5 Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Belleview Heights Estates Unit No. 5 Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BELLEVIEW HEIGHTS ESTATES UNIT NO. 5 IMPROVEMENT AREA

A subdivision as recorded in Plat Book "F", at Page 84 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BELLEVIEW HEIGHTS ESTATES UNIT 8 – SE 44TH AVENUE IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Belleview Heights Estates Unit 8, SE 44th Ave Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Belleview Heights Estates Unit 8, SE 44th Ave Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BELLEVIEW HEIGHTS ESTATES UNIT 8- SE 44TH AVE IMPROVEMENT AREA

A subdivision as recorded in Plat Book "F", at Page (s) 116 of the Public Records of Marion County, Florida

AND
INCLUDING OUT PARCELS/TO INCLUDE PARCELS:

PARCEL NUMBER: 4208-104-001
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 104 LOTS 1.2.3.4.5.6

PARCEL NUMBER: 4208-104-010
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 104 LOTS 7.8.9.10.11.12

PARCEL NUMBER: 4208-104-013
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 104 LOTS 13.14.15.16

PARCEL NUMBER: 4208-104-017
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 104 LOTS 17.18.19.20.21.22

PARCEL NUMBER: 4208-105-023
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 105 LOTS 23.24.25

PARCEL NUMBER: 4208-105-026
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 105 LOTS 26.27.28

PARCEL NUMBER: 4208-105-029
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 105 LOTS 29.30.31.32

PARCEL NUMBER: 4208-105-033
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 105 LOTS 33.34.35

PARCEL NUMBER: 4208-105-036
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 105 LOTS 36.37.38

PARCEL NUMBER: 4208-105-039
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 105 LOTS 39.40.41

PARCEL NUMBER: 4208-105-042
SEC 14 TWP 17 RGE 22
PLAT BOOK F PAGE 116
BELLEVIEW HEIGHTS ESTATES UNIT 8
BLK 105 LOTS 42.43.44

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BELLEVIEW HILLS IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Belleview Hills Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the Belleview Hills Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Belleview Hills Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BELLEVIEW HILLS IMPROVEMENT AREA

A subdivision as recorded in Plat Book “U”, at Page 071 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BELMAR ESTATES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Belmar Estates Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Belmar Estates Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BELMAR ESTATES IMPROVEMENT AREA

A subdivision as recorded in Plat Book "G", at Page 17 and Page 17A of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN BRADFORD FARMS MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Bradford Farms subdivision in the proposed Bradford Farms Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Bradford Farms Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BRADFORD FARMS MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “7”, at Page 193, and Page 194 of the Public Records of Marion County, Florida.

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BROOKHAVEN PHASE 1 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Brookhaven Phase 1 Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Brookhaven Phase 1 Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BROOKHAVEN PHASE 1 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “13”, at Page 194, Page 195, Page 196, Page 197, and Page 198 of the Public Records of Marion County, Florida.

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE BROOKHAVEN PHASE 2 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements for the Brookhaven Phase 2 subdivision in the proposed Brookhaven Phase 2 Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Brookhaven Phase 2 Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR BROOKHAVEN PHASE 2 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “14”, at Page 040, Page 041, Page 042, Page 043, and Page 044 of the Public Records of Marion County, Florida.

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE CEDAR VILLAS MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Cedar Villas Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Cedar Villas Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR CEDAR VILLAS MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “14”, at Page 84, Page 85, of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE CHERRYWOOD PRESERVE PHASE 1 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Cherrywood Preserve Phase 1 Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Cherrywood Preserve Phase 1 Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR CHERRYWOOD PRESERVE PHASE 1 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “14”, at Page 001, Page 002, Page 003, and Page 004 of the Public Records of Marion County, Florida.

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE CLEARLAKE RANCHES HAMLET SUBDIVISION MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Clearlake Ranches Hamlet Subdivision Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Clearlake Ranches Hamlet Subdivision Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
CARL ZALAK III, CHAIRMAN

“EXHIBIT A”

LEGAL DESCRIPTION FOR THE CLEARLAKE RANCHES HAMLET SUBDIVISION MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “15”, at Page 146, Page 147, and Page 148 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE COUNTRY GAITE IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Country Gaite Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Country Gaite Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR COUNTRY GAITE IMPROVEMENT AREA

A subdivision as recorded in Plat Book "V", at Page 94 and Page 95 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE COUNTRY GARDENS IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Country Gardens Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Country Gardens Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR COUNTRY GARDENS IMPROVEMENT AREA

A subdivision as recorded in Plat Book “G”, at Page 084 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE DALTON WOODS/DALTON WOODS 1ST ADDITION IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Dalton Woods/Dalton Woods 1st Addition Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Dalton Woods/Dalton Woods 1st Addition Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR DALTON WOODS/DALTON WOODS 1ST ADDITION IMPROVEMENT AREA

DALTON WOODS
A subdivision as recorded in Plat Book “005”, at Page 160, Page 161, Page 162, and Page 163 of the Public Records of Marion County, Florida

DALTON WOODS 1ST ADDITION
A subdivision as recorded in Plat Book “007”, at Page 167, and Page 168 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE DEER PATH NORTH MUNICIPAL SERVICES BENEFIT UNIT FOR ROAD MAINTENANCE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Deer Path North Municipal Services Benefit Unit for Road Maintenance; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Deer Path North Municipal Services Benefit Unit for Road Maintenance shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost road maintenance.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR DEER PATH NORTH MUNICIPAL SERVICES BENEFIT UNIT FOR ROAD MAINTENANCE

A subdivision as recorded in Plat Book “13”, at Page 130, Page 131, and Page 132 of the Public Records of Marion County, Florida.

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE DEER PATH NORTH PHASE 2 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Deer Path North Phase 2 Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Deer Path North Phase 2 Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR DEER PATH NORTH PHASE 2 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “14”, at Page 199, Page 200, Page 201, Page 202, and Page 203 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE DERBY FARMS MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Derby Farms subdivision in the proposed Derby Farms Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Derby Farms Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR DERBY FARMS MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “W”, at Page 003 of the Public Records of Marion County, Florida

TO INCLUDE PARCEL:

PARCEL NUMBER: 21625-000-04
SEC 07 TWP 15 RGE 21
COM AT THE W 1/4 COR TH E 30 FT TH S 30 FT TH E 1363.30 FT TO POB TH E 215.20 FT TH S 507.49 FT TH E 164.8 FT TH S 922.01 FT TH W 380 FT TH N 1429.50 FT TO POB EXC COM AT THE W 1/4 COR TH N 89-23-06 E 30 FT TH S 30 FT TH N 89-23-06 E 1363.30 FT TO THE POB TH N 89-23-06 E 215.20 FT TH S 607.28 FT TH S 89-23-06 W 215.20 FT TH N 607.28 FT TO THE POB

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE DOUBLEGATE MUNICIPAL SERVICE BENEFIT UNIT FOR STREET LIGHTING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Doublegate Municipal Service Benefit Unit for Street Lighting; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Doublegate Municipal Service Benefit Unit for Street Lighting shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of street lighting.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR DOUBLEGATE MUNICIPAL SERVICE BENEFIT UNIT FOR STREET LIGHTING

A subdivision as recorded in Plat Book "X", at Pages 12, 13, 14, and 15 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE DUNNELLON OAKS IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Dunnellon Oaks Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Dunnellon Oaks Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR DUNNELLON OAKS IMPROVEMENT AREA

A subdivision as recorded in Plat Book "F", at Page 124, and Page 124A of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE EAST LAKE - WOODMAR - SE 143RD STREET AND PORTION OF SE 145TH AVE. IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the East Lake - Woodmar - SE 143rd Street and Portion of SE 145th Ave. Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the East Lake - Woodmar - SE 143rd Street and Portion of SE 145th Ave. Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION EAST LAKE - WOODMAR - SE 143RD STREET AND PORTION OF SE 145TH AVE.

A subdivision as recorded in Plat Book “A”, at Page 132 of the Public Records of Marion County, Florida

PARCEL NUMBER: 4927-015-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 15 & COM NWLY COR LOT 15 FOR POB S 14-35-13 W 70.01 FT S 74-33-43 E 169 FT S 15-24-20 W 6 FT N 74-33-43 W 186.01 FT S 14-30-43 W 6 FT N 74-33-43 W 122.57 FT N 11-37-52 E 82.18 FT S 74-33-43 E 143.89 FT TO POB EX COM NWLY COR OF LOT 15 S 14-35-13 W 50 FT N 74-33-43 W 17.18 FT FOR POB S 14-20-53 W 20.01 FT N 74-33-43 W 123.17 FT N 11-37-52 E 20.05 FT S 74-33-43 E 124.12 FT TO POB & A STRIP 20 FT WIDE BEG AT SW COR LOT 15 TH SWLY ALG ALG EXT OF SW`LY BDY OF LOT TO LK WEIR TH N 20 FTALG WATER TH ELY TO PT 20 FT N OF POB TH S TO POB & EXC COM AT THE SW COR OF LOT 15 TH S 15-24-20 W 6 FT TH N 74-33-43 W 17.01 FT TO THE POB TH S 14-20-43 W 6 FT TH N 74-33-43 W 117.57 FT TH CONT N 74-33-43 W 5 FT MORE OR LESS TO THE WATERS EDGE OF LAKE WEIR TH MEANDERING SAID WATERS EDGE N 11-37-52 E 6 FT MORE OR LESS TO A POINT THAT IS N 74-33-43 W OF THE POB TH S 74-33-43 E 122.87 FT MORE OR LESS TO POB

PARCEL NUMBER: 4927-016-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 16 & THAT 70 FT STRIP LYING W OF & ADJ TO SAID LOT DESC AS: COM AT THE NE COR OF LOT 16 FOR THE POB TH N 15-24-20 E 6 FT TH N 74-33-43 W 186.01 FT TH S 14-30-43 W 6 FT TH N 74-33-43 W 140.57 FT MOL TO WATERS OF LAKE WEIR TH S 09-11-41 W ALONG SAID WATERS 70.42 FT TH S 74-33-43 E 153.86 FT TH N 12-08-06 E 70.12 FT TH S 74-33-43 E 169 FT TO THE POB & COM AT THE SWLY COR OF LOT 15 TH S 15-24-20 W 6 FT TH N 74-33-43 W 17.01 FT TO THE POB TH S 14-20-43 W 6 FT TH N 74-33-43 W 117.57 FT TH CONT N 74-33-43 W 5 FT MOL TO THE WATERS EDGE OF LAKE WEIR TH MEANDERING SAID WATERS EDGE N 11-37-52 E 6 FT MOL TO A PT THAT IS N 74-33-43 W OF THE POB TH S 74-33-43 E 122.87 FT MOL TO THE POB

PARCEL NUMBER: 49300-001-00
SEC 16 TWP 17 RGE 24 COM NE COR OF GOVT LOT 2 FOR POB TH S 00-21-57 E 658.28 FT TH N 89-57-42 W 1555.78 FT TO PT ON ORDINARY HIGH WATER LINE OF LAKE WEIR TH MEANERING SAID ORDINARY HIGH WATER LINE N 20-50-50 E 9.43 FT TH N 41-16-59 E 58.37 FT TH N 39-27-01 E 181.14 FT TH N 21-29-59 E 144.30 FT TH S 89-47-00 E 693.88 FT TH S 00-21-57 E 78.53 FT TH S 89-47-00 E 600 FT TH N 00-21-57 W 414.04 FT TH S 89-47-00 E 50 FT TO POB
Parent Parcel: 49300-000-00

PARCEL NUMBER: 4927-017-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 7.18.19.20.21.22.109 & THAT STRIP OF LAND APPOXIMATELY 112 FT GENERALLY N & S LYING BETWEEN EXTENSION WESTWARD OF N BNDY OF LOT 17 & S BNDY OF LOT 17 & THAT PART OF ABROGATED LAKE WEIR BLVD AND THAT PART OF SAL RR ROW LYING BETWEEN THE EXTENSION WESTWARD OF N BDY OF LOT 17 AND S BDY OF

LOT 17 AS SHOWN ON WOODMAR PLAT & COM AT NE COR OF GVMT LT 2 OF SEC 16 TH N 89-47-00 W 130.65 FT POINT BEING POB TH N 89-47-00 W 1111.87 FT TO ORDINARY HIGH WATER LINE OF LAKE WEIR TH S 86-48-29 E 288.98 FT TH S 89-47-00 E 823.28 FT TH N 00-13-00 E 15 FT TO POB & TOGETHER WITH 40 FT EASEMENT BEING MORE PARTICULARLY DESC: COM AT NE COR OF GVMT LT 2 OF SEC 16 TH N 89-47-00 W 90.65 FT POINT BEING POB; TH N 89-47-00 W 40 FT TH S 00-13-00 W 15 FT TH S 89-47-00 E 40 FT TH N 00-13-00 E 15 FT TO POB &

PARCEL NUMBER: 4927-014-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 LOT 14 WOODMAR & THAT STRIP OF LAND 70 FT LYING BETWEEN THE EXTENSION WESTWARD OF N & S BDY OF LOT 14 BETWEEM WESTERN BDY OF LAKE WEIR BLVD & WATERS OF LAKE WEIR & SLY PORTION OF THE FOLLOWING: THAT PORTION OF LEMON AVE LYING BETWEEN LOTS 13.14 AND WLY OF A 15 FT ALLEY; AND ALSO, ANY PORTION OF LAKE WEIR BLVD, NOT PREVIOUSLY VACATED, LYING WLY OF THE ABOVE DESC PORTION OF LEMON AVE

PARCEL NUMBER: 49300-002-00
SEC 16 TWP 17 RGE 24 COM AT THE NE COR OF GOV LOT 2 TH N 89-47-00 W 50 FT TO THE POB TH CONT N 89-47-00 W 1192.52 FT TO A PT ON THE ORDINARY HIGH WATER LINE OF LAKE WEIR TH S 13-16-10 W 149.41 FT TH S 17-50-55 W 143.19 FT TH S 21-29-59 W 57.40 FT TH S 89 47-00 E 693.88 FT TH S 00-21-57 E 78.53 FT TH S 89-47-00 E 600 FT TH N 00-21-57 W 414.04 FT TO THE POB LESS AND EXCEPT COM AT NE COR OF GVMNT LT 2 OF SEC 16 TH N 89-47-00 W 130.65 FT POINT BEING POB TH N 89-47-00 W 1111.87 FT TO ORDINARY HIGH WATER LINE OF LAKE WEIR: TH S 86-48-29 E 288.98 FT TH S 89-47-00 E 823.28 FT TH N 00-13-00 E 15 FT TO POB TOGETHER WITH 40 FT INGRESS & EGRESS ESMT DESC AS FOLLOWS: COM AT NE COR OF GVMT LT 2 OF SEC 16 TH N 89-47-00 W 90.65 FT POINT BEING POB; TH N 89-47-00 W 40 FT TH S 00-13-00 W 15 FT TH S 89-47-00 E 40 FT TH N 00-13-00 E 15 FT TO POB
Parent Parcel: 49300-000-00

PARCEL NUMBER: 4927-013-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR
LOT 13 & ALL THAT PT OF ABROGATED ROW OF LAKE WEIR BLVD LYING WLY OF LOT 13 & NLY PT OF THE FOLLOWING: THAT PT OF LEMON AVE LYING BETWEEN LOTS 13.14 & WLY OF A 15 FT ALLEY & ALSO ANY PT OF LAKE WEIR BLVD NOT PREVIOUSLY VACATED LYING WLY OF THE ABOVE DESC PT OF LEMON AVE & BEGIN AT THE SW COR OF LOT 13 TH NWLY ALONG A PROJECTION OF THE S BDY LINE OF SAI LOT 13 TO THE ORDINARY HIGH WATER LINE OF LAKE WEIR TH SWLY ALONG SAID ORDINARY HIGH WATER LINE TO ITS INTERSECTION WITH THE NWLY PROJECTION OF THE N BDY LINE OF LOT 14 TH SELY ALONG SAID LINE TO THE NW COR OF LOT 14 TH NELY TO THE AFOREMENTIONED SW COR OF LOT 13 AND THE POB

PARCEL NUMBER: 4927-090-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 90.91
Parent Parcel: 4927-088-000

PARCEL NUMBER:4927-040-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 40

PARCEL NUMBER: 4927-006-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 6 &
BEGIN AT THE SWLY COR OF LOT 6 TH NLY ALONG WLY BNDY OF LOT 6 52 FT MOL TO THE NW COR OF LOT 6 TH N 70-41-00 W ALONG THE WLY PROJECTION OF THE NLY BNDY OF LOT 6 APPROXIMATELY 210 FT TO THE WATERS OF LAKE WEIR TH SLY ALONG WATERS EDGE 52 FT MOL TO A PT THAT IS N 70-41-00 W OF THE POB TH S 70-41-00 E ALONG THE WLY PROJECTION OF THE SLY BNDY OF LOT 6 TO THE POB & THE NLY 6 FT OF AN ALLEY LYING BETWEEN LOTS 6.7 BEING MORE ARTICULARLY DESC AS: BEGIN AT THE SELY COR OF LOT 6 TH S 19-19-00 W 12 FT TH N 70-41-00 W 162.69 FT MOL TH NELY ALONG A LINE THAT IS NELY EXTENSION OF THE WLY LINE OF LOT 7 12 FT MOL TO THE SWLY COR OF LOT 6 TH S 70-41-00 E 162 FT TO THE POB & BEGIN AT THE SW COR OF LOT 6 TH N 70-41-00 W 210 FT MOL TO THE WATERS OF LAKE WEIR TH SLY ALONG WATERS EDGE 12 FT TO A PT THAT IS N 70-41-00 W OF THE EXTENSION OF THE SLY BNDY OF LOT 7 TH S 70-41-00 E 210 FT MOL TH N 19-19-00 E 12 FT TO THE POB EXC EASTERNMOST 40 FT THEREOF
Parent Parcel: 4927-005-000

PARCEL NUMBER: 4927-077-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 77.78

PARCEL NUMBER: 4927-023-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 23.27.28 THAT PT OF 12 FT ALLEY LYING SLY OF LOTS 27.28 AND THAT PT OF 12 FT ALLEY LYING NLY OF LOT 23

PARCEL NUMBER: 4927-053-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 53.54.55.56.57
Parent Parcel: 4927-049-000

PARCEL NUMBER: 4927-041-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR SUB LOTS 41.42

PARCEL NUMBER: 4927-079-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 79.80.81

PARCEL NUMBER: 4927-084-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR SUB LOTS 84.85

PARCEL NUMBER: 4927-107-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR
LOT 107.108 & W 1/2 OF LOT 106 TOGETHER WITH THE NLY 1/2 OF THAT CERTAIN LANE/ALLEY LYING SLY & ADJACENT TO LOTS 88.89.90.91 & TOGETHER WITH THE SLY 1/2 OF SAID ALLEY LYING NLY OF LOTS 107.108 & THE WLY 1/2 OF LOT 106
Parent Parcel: 4927-088-000

PARCEL NUMBER: 4927-049-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 49.50.51.52

PARCEL NUMBER: 4927-046-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 46.47.48

PARCEL NUMBER: 4927-001-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 1.2.44.45. & THAT PART LYING W OF & ADJ TO LOTS 1 & 2

PARCEL NUMBER: 4927-033-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 33.34.35.36

PARCEL NUMBER: 4927-031-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 31.32 TOGETHER WITH THAT PT ABROGATED ST OR ALLEY LYING BETWEEN LOTS 31.32 & TOGETHER WITH THAT PT OF THE E 1/2 OF ABROGATED ST OR ALLEY LYING W OF & ADJACENT TO W BNDY OF LOTS 31.32 & THE E 40 FT OF THE S 1/2 OF LOT 9 TOGETHER WITH THAT PT OF THE W 1/2 OF ABROGATED ST OR ALLEY LYING E OF & ADJACENT TO S 1/2 OF LOT 9

PARCEL NUMBER: 4927-026-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 26 & THAT PT OF 12 FT ALLEY LYING NLY OF LOT 26

PARCEL NUMBER: 49261-001-02
SEC 16 TWP 17 RGE 24 PLAT BOOK E PAGE 050 EAST LAKE BLKS 45.46 & THE ADJACENT ABROGATED RDS ON THE SE & N 30 FT AND OAK ST LYING BETWEEN SAID BLKS 45.46 ALL BEING MORE PARTICULALRY DESC AS: COM AT THE SW COR OF SE 1/4 OF SEC 16 TH N 00-07-06 W 2655.54 FT TH S 89-52-18 E 30 FT TH N 00-07-06 W 352.23 FT TO THE POB TH CONT N 00-07-06 W 344.81 FT TH S 89-52-56 E 563.48 FT TH S 00-00-30 E 344.70 FT TH N 89-53-33 W 562.81 FT TO THE POB & BLKS 59.60 & THE ADJACENT ABROGATED RDS ON THE SE & N 30 FT THEREOF AND OAK STREET LYING BETWEEN SAID BLKS 59.60 ALL BEING MORE PARTICULARLY DESC AS: COM AT THE SW COR OF SE 1/4 OF SEC 16 TH N 00-07-06 W 2655.54 FT TH S 89-52-18 E 30 FT TO THE POB TH CONT S 89-52-18 E 562.13 FT TH N 00-00-30 W 352.44 FT TH N 89-53-33 W 562.81 FT TH S 00-07-06 E 352.23 FT TO THE POB
Parent Parcel: 49261-000-01

PARCEL NUMBER: 49261-001-01
SEC 16 TWP 17 RGE 24 PLAT BOOK E PAGE 050 EAST LAKE ESTATES TRACT 8 - THAT PORTION OF BLK 41 LYING W OF US HWY 27-441 TOGETHER WITH ADJACENT ABROGATED ROADS ON THE S AND W 30 FT THEREOF BEING MORE FULLY DESCRIBED AS FOLLOWS: COM AT THE SW COR OF SE 1/4 TH N 00-07-06 W ALONG THE W BDY OF SAID SE 1/4 2655.54 FT TO THE SW COR OF THE NE 1/4 OF SAID SEC 16 AND SW COR OF EAST LAKE SUB TH S 89-52-18 E ALONG THE S BDY OF SAID NE 1/4 AND EAST LAKE SUB 1298.44 FT TO THE WLY ROW LINE OF US HWY 27-441 TH N 00-01-25 E ALONG SAID WLY ROW LINE 697.27 FT TO THE POB TH CONT N 00-01-25 E ALONG SAID WLY ROW LINE 314.58 FT TO THE S ROW LINE OF BROOKLYN AVE TH N 89-52-19 W ALONG SAID S ROW LINE 333.89 FT TH S 00-00-47 E ALONG THE CENTERLINE OF FLORENCE ST 314.64 FT TH S 89-52-56 E ALONG THE CENTERLINE OF MICHIGAN AVE 333.69 FT TO THE POB

Parent Parcel: 49261-000-01

PARCEL NUMBER: 49261-001-004
SEC 16 TWP 17 RGE 24 PLAT BOOK E PAGE 050 EAST LAKE BLK 43 & TOGETHER WITH ADJACENT ABROGATED RDS ON THE S, E, & W 30 FT THEREOF BEING MORE DESC AS: COM AT THE SW COR OF SE 1/4 OF SEC 16 TH N 00-07-06 W 2655.54 FT TH S 89-52-18 E 30 FT TH N 00-07-06 W 1011.85 FT TH S 89-52-19 E 269.14 FT TO THE POB TH CONT S 89-52-19 E 294.94 FT TH S 00-00-30 E 314.70 FT TH N 89-52-56 W 294.97 FT TH N 00-00-07 W 314.76 FT TO THE POB
Parent Parcel: 49261-000-02

PARCELNUMBER: 4927-058-000 SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 58.60

PARCEL NUMBER: 4927-086-000 SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 86.87

PARCEL NUMBER: 4927-000-011
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR N 1/2 LOT 9 & COM AT NE COR OF LOT 9 OF WOODMAR SUB SAID PT BEING ON S`LY ROW LINE OF MARION AVE TH ALG E`LY BDY OF LOT 9 S 20-01-40 W 107.50 FT N 69-59-20 W 450 FT TO WATER`S EDG OF LAKE WEIR TH ALG W/WATER NE`LY 110 FT MORE OR LESS TO A PT N 69-59-20 W 441 FT FROM THE POB TH DEPARTING FROM SAID WATERS EDGE S 69-59-20 E 441 FT TO POB

PARCEL NUMBER: 42961-001-05
SEC 16 TWP 17 RGE 24PLAT BOOK E PAGE 050 EAST LAKE BLK 44 TOGETHER WITH ABROGATED STREETS BEING DESC AS: TRACT 11 - COM AT SW COR OF SE 1/4 TH N 00-07-06 W 2655.54 FT TH S 89-52-18 E 30 FT TH N 00-07-06 W 697.04 FT TO POB TH N 00-07-06 W 314.81 FT TH S 89-52-19 E 269.14 FT TH S 00-00-07 E 314.76 FT TH N 89-52-56 W 268.50 FT TO POB
Parent Parcel: 49261-000-02

PARCEL NUMBER: 4927-064-000 SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 64.65.

PARCEL NUMBER: 4927-069-000 SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 69.70.66.67 & 68

PARCEL NUMBER: 4927-007-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 7.8 & COM AT THE SW COR OF LOT 8 FOR THE POB TH ALONG WLY BNDY OF LOTS 7.8 TO THE NW COR OF LOT 7 TH WLY ALG N BNDY LOT 7 TO THE WATERS OF LAKE WEIR TH ALONG WATERS OF LAKE WEIR TO A PT THAT IS WLY OF S BNDY LINE OF LOT 8 TH ELY ALONG PROJECTION LINE TO THE POB & SELY 6 FT OF AN ALLEY LYING BETWEEN LOTS 6.7 BEING DESC AS: BEG AT SELY COR LOT 6 TH S 19-19-00 W 12 FT TH N 70-41-00 W 162.69 FT TH NELY ALG NELY EXTENSION OF THE WLY LINE OF LOT 7 12 FT MOL TO THE SWLY COR OF LOT 6 TH S 70-41-00 E 162 FT TO THE POB & EASTERNMOST 40 FT OF THE SLY 6 FT OF AN ALLEY BEING DESC AS: BEGIN AT THE

SW COR OF LOT 6 TH N 70-41-00 W 210 FT MOL TO THE WATERS OF LAKE WEIR TH SLY ALONG WATERS EDGE 12 FT TO A PT THAT IS N 70-41-00 W OF SLY BNDY OF LOT 7 TH S 70-41-00 E 210 FT MOL TH N 19-19-00 E 12 FT TO THE POB

PARCEL NUMBER: 4927-037-000 SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 37.38.39
Parent Parcel: 4927-033-000

PARCEL NUMBER: 4927-071-000 SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 71.72.73.74.75.76

PARCEL NUMBER: 4927-029-000 SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 29.30 & THAT PT OF 12 FT ALLEY LYING SLY OF LOTS 29.30
Parent Parcel: 4927-026-000

PARCEL NUMBER: 49261-001-03
SEC 16 TWP 17 RGE 24 PLAT BOOK E PAGE 050 EAST LAKE BLK 42 TOGETHER WITH 1/2 OF THE ABROGATED (60 FT WIDE) ROADS ALONG THE SOUTH EAST AND WEST BOUNDARIES THEREOF BEING MORE FULLY DESCRIBED AS FOLLOWS: COM AT THE SW COR OF THE SE ¼ TH N 00-07-06 W ALONG THE W BDY OF SAID SE 1/4 2655.54 FT TO THE SW COR OF THE NE 1/4 AND THE SE COR OF EAST LAKE E-50 TH S 89-52-18 E ALONG THE S BDY OF SAID NE 1/4 AND EAST LAKE 30 FT TO THE ELY ROW LINE OF PINE ST TH N 00-07-06 W ALONG SAID ELY ROW LINE BEING 30 FT E OF AND PARALLEL TO THE W BDY OF AFORESAID NE 1/4 AND EAST LAKE 1011.85 FT TO THE S ROW LINE OF BROOKLYN AVE TH S 89-52-19 E ALONG SAID S ROW LINE 564.08 FT TO THE POB TH CONT S 89-52-19 E ALONG SAID S ROW LINE 372.98 FT TH S 00-00-47 E ALONG THE CENTERLINE OF FLORENCE ST 314.64 FT TH N 89-52-56 W ALONG THE CENTERLINE OF MICHIGAN AV 373.01 FT TH N 00-00-03 W ALONG THE CENTER- LINE OF PALMETTO ST 314.70 FT TO THE POB
Parent Parcel: 49261-000-02

PARCEL NUMBER: 4927-043-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 43

PARCEL NUMBER: 4927-059-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 59

PARCEL NUMBER: 4927-082-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR SUB LOTS 82.83

PARCEL NUMBER: 4927-088-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 88.89

PARCEL NUMBER: 4927-104-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR SUBD LOTS 104.105 & E 1/2 OF LOT 106
Parent Parcel: 4927-000-000

PARCEL NUMBER: 4927-024-000

SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 24.25 &
THAT PT OF 12 FT ALLEY LYING NLY OF LOTS 24.25

PARCEL NUMBER: 49261-001-00
SEC 16 TWP 17 RGE 24 PLAT BOOK E PAGE 050 EAST LAKE BLK 29
Parent Parcel: 49261-000-00

PARCEL NUMBER: 49261-001-08
ADVERSE POSSESSION CLAIM SUBMITTED SEC 16 TWP 17 RGE 24 PLAT BOOK E PAGE 050 EAST LAKE BLK 30
Parent Parcel: 49261-001-00

PARCEL NUMBER: 49296-001-00
SEC 16 TWP 17 RGE 24 COM AT THE SW COR OF N 1/2 OF NE 1/4 OF SEC 16 FOR THE POB TH N 284.14 FT TH W 230 FT MOL TH N 19-00 E 179.92 FT TH S 87-20 E 91.90 FT TH N 29-10 E 206.10 FT TH N 77-50 W 414.50 FT TO WATERS EDGE TH SWLY ALONG WATERS EDGE 500 FT MOL TH S 68-48-E 315.91 FT TH S 20-43 W 207.21 FT TH S 69-59-20 E 411.85 FT TH N 194.35 TO THE POB & COM AT THE SW COR OF N 1/2 OF NE 1/4 OF SEC 16 TH S 00-33-25 W 194.25 FT TH N 69-58-03 W 411.99 FT TO THE POB TH N 69-59-01 W 15 FT TH N 20-46-40 E 206.62 FT TH S 68-00-33 E 15 FT TH S 20-46-40 W 206.11 FT TO THE POB EXC COM AT THE NE COR OF GOVT LOT 1 ALSO BEING THE NW COR OF NE 1/4 OF SEC 16 TH S 18-15 E 293.54 FT TH S 79-00 E 774.18 FT TH S 647.46 FT TO A PT TO BE KNOWN AS POINT A TH W 468 FT TH N 27-15 W 107.27 FT TH N 67-45 W 186.52 FT TH N 29-10 E 206.1 FT TO THE POB TH S 29-10 W 206.1 FT TH N 87-20 W 91.9 FT TH N 19-00 E 43 FT TH W 282.18 FT MOL TO THE WATERS EDGE OF LAKE WEIR TH NLY ALONG WATERS EDGE 229.15 FT MOL TO A PT THAT IS N 77-50 W OF THE POB THS 77-50 E 414.5 FT MOL TO THE POB & EXC COM AT THE NE COR OF GOVT LOT 1 ALSO BEING THE NW COR OF NE 1/4 OF SEC 16 TH S 18-15 E 293.54 FT TH S 79-00 E 774.18 FT TH S 647.46 FT TO A POINT TO BE KNOWN AS POINT A TH W 468 FT TH N 27-15 W 107.27 FT TH N 67-45 W 186.52 FT TH N 87-20 W 91.90 FT TH N 19-00 E 43 FT TO TH POB TH S 19-00 W 164.19 FT TH N 70-39 W 260.56 FT MOL TO THE WATERS EDGE OF LAKE WEIR TH NLY ALONG WATERS EDGE 71 FT MOL TO A PT THAT BEARS W 282.18 FT MOL FROM THE POB THE E
282.18 FT MOL TO THE POB
Parent Parcel: 49296-000-00

PARCEL NUMBER: 49262-000-00
SEC 16 TWP 17 RGE 24 PLAT BOOK E PAGE 050 EAST LAKE BLK 25.26.31.32

PARCEL NUMBER: 4927-092-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR
LOTS 92.93.94.95.96.97 & 98.99 & SLY 1/2 OF VACATED LANE/
ALLEY LYING N`LY & ADJACENT TO LOTS 98-99 AS RECITED
IN RESOLUTION REC IN OR BK 1704 PG 241 & LOTS 100.101.102.103.AND S`LY 1/2 OF VACATED LANE/ ALLEY LYING N`LY & ADJACENT TO LOTS 100-103 AS
RECITED IN RESOLUTION REC IN OR BK 1704 PG 241
Parent Parcel: 4927-000-000

PARCEL NUMBER: 49291-000-00
SEC 16 TWP 17 RGE 24 COM AT THE SW COR OF N 1/2 OF NE 1/4 OF SEC 16 TH S 00-

33-25 W 194.25 FT TH N 69-58-03 W 411.99 FT TO THE POB TH N 69-59-01 W 373.25 FT MOL TO THE WATERS EDGE OF LAKE WEIR TH NELY ALONG WATERS EDGE 220 FT MOL TH S 68-00-33 E 371.82 FT TH S 20-46-40 W 206.11 FT TO THE POB

PARCEL NUMBER: 4927-011-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 11 & E 1/2 OF THAT PART OF LAKE WEIR BLVD LYING ADJ TO LOT 11 & THE N 1/2 OF AN ABROGATED ALLEY LYING S OF LOT 11 TOGETHER WITH AN EASEMENT OVER AND ACROSS THE FOLLOWING DESC TO PROVIDE ACCESS TO THE FRONT OF THE PROPERTY ADJACENT TO THE ORDINARY HIGH WATERLINE OF LAKE WEIR. SAID EASEMENT IS FOR THE SOLE PURPOSE OF INGRESS AND EGRESS TO THE FRONT OF THE LOT FOR PUPOSES OF MAINTENANCE: COM AT THE SW COR OF LOT 11 IN WOODMAR IN PLAT BK A PAGE 132 BEING THE POB TH S 74-34-01 E ALG THE SLY LOT LINE OF SAID LOT 11 157.07 FT TH S 15-24-20 W 12 FT TH N 74-34-01 W 157.92 FT TH CONT N 74-34-01 W 50.09 FT TH N 19-21-35 E 12.03 FT TH S 74-34-01 E 50.12 FT TO POB AND THE N 12 FT LYING ADJ TO THE WLY BDY OF THE PREVIOUSLY DESCRIBED TO THE WATERS EDGE OF LAKE WEIR

PARCEL NUMBER: 4927-012-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 12 & BEG AT THE SW COR OF LOT 11 WOODMAR SUB TH NWLY ALONG A PROJECTION OF THE S BDY LINE OF SAID LOT 11 TO THE ORDINARY HIGH WATER LINE OF LAKE WEIR TH SWLY ALONG SAID ORDINARY HIGH WATER LINE TO ITS INTERSECTION WITH THE NWLY PROJECTION OF THE S BDY LINE OF LOT 12 WOODMAR SUB TH SELY ALONG SAID LINE TO THE SW COR OF SAID LOT 12 TH NELY TO THE AFOREMENTIONED SW COR OF LOT 11 AND THE POB & S 1/2 OF THE ALLEY HEREIN DESCRIBED LYING ELY OF THE E ROW LINE OF LAKE WEIR BLVD: COM AT THE SW COR OF LOT 11 OF WOODMAR AS RECORDED IN PLAT BOOK A PAGE 132 SAID PT ALSO BEING THE POB TH S 74-34-01 E ALG THE SLY LOT LINE OF SAID LOT 11A DISTANCE OF 157.07 TO THE SE COR OF SAID LOT 11 TH S 15-24-20 W ALG THE WLY ROW LINE OF A 15 FOOT ALLEY A DIS OF 12 FT TO THE NE COR OF LOT 12 OF SAID WOODMAR TH N 74-34-01 W ALG THE NLY LOT LINE OF SAID LOT 12 A DIS OF 157.92 FT TO THE NW COR OF LOT 12 TH CONT N 74-34-01 W 50.09 FT TO THE WLY ROW OF LAKE WEIR BLVD (ABROGATED)TH N 19-21-35E
12.03 FT TH S 74-34-01 E 50.12 FT TO POB TOGETHER WITH AN EASEMENT OVER AND ACROSS THE FOLLOWING DESC TO PROVIDE ACCESS TO THE FRONT OF THE PROPERTY ADJACENT TO THE ORDINARY HIGH WATERLINE OF LAKE WEIR. SAID EASEMENT IS FOR THE SOLE PURPOSE OF INGRESS AND EGRESS TO THE FRONT OF THE LOT FOR PUPOSES OF MAINTENANCE: COM AT THE SW COR OF LOT 11 IN WOODMAR IN PLAT BK A PAGE 132 BEING THE POB TH S 74-34-01 E ALG THE SLY LOT LINE OF SAID LOT 11 157.07 FT TH S 15-24-20 W 12 FT TH N 74-34-01 W 157.92 FT TH CONT N 74-34-01 W 50.09 FT TH N 19-21-35 E 12.03 FT TH S 74-34-01 E 50.12 FT TO POB AND THE N 12 FT LYING ADJ TO THE WLY BDY OF THE PREVIOUSLY DESCRIBED TO THE WATERS EDGE OF LAKE WEIR

PARCEL NUMBER: 49308-005-00
SEC 16 TWP 17 RGE 24 TRACT 5 - COM AT THE SW COR OF THE SE 1/4 TH N 00-07-06 W ALONG THE W BDY OF SAID SE 1/4 2318.47 FT TO THE POB TH CONT N 00-07-06 W ALONG SAID W BDY 337.07 FT TO THE NW COR OF SAID SE 1/4 TH S 89-52-18 E ALONG THE N BDY OF SAID SE 1/4 1298.44 FT TO THE WLY ROW LINE OF ALT US

HWY 27-441 TH S 00-01-25 W ALONG SAID ROW LINE 139.12 FT TO A POINT OF CURVATURE OF A CURVE CONCAVED TO THE NW HAVING A RADIUS OF 1399.65 FT AND A CENTRAL ANGLE OF 08-04-20 TH SWLY ALONG SAID ROW CURVE AN ARC DISTANCE OF 197.19 FT WITH A CHORD BEARING AND DISTANCE OF S 04-03-35 W 197.03 FT TH N 89-56-01 W 1283.74 FT TO THE POB
Parent Parcel: 49308-000-01

PARCEL NUMBER: 4927-000-012
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 COM AT SE`LY COR OF LOT 9 TH N 69-59-17 W ALG N`LY ROW OF LAKE AVE 40 FT TO POB N 69-59-17 W ALG NE`LY ROW 117.69 FT TO INTSEC OF N`LY ROW LINE WITH E`LY ROW LINE OF LOT 10 EXTENDED S 20-01-40 W 25 FT TO CENTERLINE OF LAKE AVENUE N 69-59-17 W ALG LAKE AVENUE 343.75 FT TO WATERS EDGE OF LK WEIR TH N`LY ALG WATERS EDGE OF LAKE WEIR 136 FT MORE OR LESS TO PT THAT IS W`LY EXTENSION OF THE DIVISION LINE BETWEEN N 1/2 OF LOT 9 & S 1/2 OF LOT 9 TH S 69-59-17 E 434.24 FT S 20-01-40 W 107.56 FT TO POB

PARCEL NUMBER: 4927-010-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 COM AT THE SE COR OF LOT 10 TH N 19-05-00 E 82 FT TH N 70-45-00 W 329.11 FT TO PT AT WATERS EDGE OF LAKE WEIR TH SLY WITH WATERS EDGE TO A PT ON A PROJECTION WLY OF S LINE OF LOT 11 TH S 70-45-00 E 139.06 FT TH N 23-06-20 E 57 FT TH S 70-45-00 E 178.06 FT TO THE POB TOGETHER WITH AN EASEMENT OVER AND ACROSS THE FOLLOWING DESC TO PROVIDE ACCESS TO THE FRONT OF THE PROPERTY ADJACENT TO THE ORDINARY HIGH WATERLINE OF LAKE WEIR. SAID EASEMENT IS FOR THE SOLE PURPOSE OF INGRESS AND EGRESS TO THE FRONT OF THE LOT FOR PUPOSES OF MAINTENANCE: COM AT THE SW COR OF LOT 11 IN WOODMAR IN PLAT BK A PAGE 132 BEING THE POB TH S 74-34-01 E ALG THE SLY LOT LINE OF SAID LOT 11 157.07 FT TH S 15-24-20 W 12 FT TH N 74-34-01 W 157.92 FT TH CONT N 74-34-01 W 50.09 FT TH N 19-21-35 E 12.03 FT TH S 74-34-01 E 50.12 FT TO POB AND THE N 12 FT LYING ADJ TO THE WLY BDY OF THE PREVIOUSLY DESCRIBED TO THE WATERS EDGE OF LAKE WEIR
PARCEL NUMBER: 4927-000-002
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR THAT PART LYING W OF LAKE WEIR BLVD TO THE WATERS EDGE OF LAKE WEIR FROM THE N BNDY OF LOT 9 TO THE S BNDY OF LOT 8

PARCEL NUMBER: 4927-003-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR
LOTS 3.4 & THAT PT OF VACATED LK WEIR BLVD LYING W OF & ADJ TO ABOVE DESC LOTS & COM AT THE SW COR LOT 4 TH ALONG WLY BNDY OF LOTS 3.4 & A PROJ THEROF TO CTR OF ALLEY BETW LOTS 2.3 TH WLY PARALLEL TO THE N BNDY LINE OF LOT 3 TO THE WATERS EDGE OF LAKE WEIR TH ALONG WATERS EDGE TO A PT WLY OF A PROJ OF THE S BNDY OF LOT 4 TH ELY TO THE POB & COM AT SW COR OF LOT 4 TOWN OF WOODMAR EAST LAKE WEIR N 74-36-36 W 48.21 FT TO POB N 22-48-59 E 110.59 FT N 74-35-23 W 100.84 FT TO W`LY ROW OF ABANDONED RR S-22-48-59 W 110.62 FT S 74-36-36 E 100.85 FT TO POB & BEGIN AT THE NW COR OF LOT 3 TH ALONG A PROJECTION OF THE SLY ROW LINE N 70-35-59 W 154.56 FT MOL TO THE ORDINARY HIGH WATER LINE OF LAKE WEIR TH N 39-49-43 E 12.39 FT TH S 70-35-59

E 113.02 FT TH S 70-47-31 E 40.03 FT TH S 32-51-59 W 12.08 FT TO THE POB & COM AT SWLY COR OF LOT 4 FOR POB TH WLY TO ORDINARY HIGH WATER MARK OF LAKE WEIR TH SWLY ALONG SAID ORDINARY HIGH WATER MARK OF LAKE WEIR TO A PT THAT INTERSECTS THE WLY EXTENSION OF THE NLY BDY LINE OF LOT 5 TH ELY TO NWLY COR OF LOT 5 TH NLY TO SWLY COR OF LOT 4 TO POB & N 1/2 OF THAT PT OF SE 143RD PLACE BEING MORE PARTICULARLY DESC AS: BEGIN AT THE SW COR OF LOT 4 TH S 70-47-14 E 152.87 FT TH S 19-40-53 W 49.55 FT TH N 70-39-22 W 156 FT TH N 23-18-55 E 49.32 FT TO THE POB & N 1/2 OF A PT OF LAKE WEIR BLVD BEING MORE PARTICULARLY DESC AS: BEGIN A THE SW COR OF LOT 4 TH S 23-18-55 W 49.32 FT TH N 70-39-08 W 51.08 FT TH N 26-38-21 E 49.49 FT TH S 70-47-14 E 48.21 FT TO THE POB

PARCEL NUMBER: 4927-005-000
SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOTS 5.6.40 & COM AT THE SW COR OF LOT 6 FOR THE POB TH ALONG WLY BNDY OF LOTS 5.6 TO THE NW COR OF LOT 5 TH WLY ALONG PROJ OF N BNDY LINE OF LOT 5 TO THE WATERS EDGE OF LAKE WEIR TH ALONG WATERS EDGE TO A PT THAT IS WLY OF A PROJ OF THE S BNDY LINE OF LOT 5 TH ELY ALONG PROJ LINE TO THE POB & A STRIP OR PARCEL OF LAND 100 FT IN WIDTH IE 40 FT ON THE SELY SIDE & 60 FT ON THE NWLY SIDE OF THE CENTER LINE OF THE SEABOARD SYSTEM RR INC TRACK LYING WLY OF LOTS 5.6 OF WOODMAR SUB INCLUDING ANY PT OF LAKE WEIR BLVD EXC LOTS 6.40 WOODMAR & S 1/2 OF THAT PT OF SE 143RD PLACE BEING MORE PARTICULARLY DESC AS: BEGIN AT THE SW COR OF LOT 4 TH S 70-47-14 E 152.87 FT TH S 19-40-53 W 49.55 FT TH N 70-39-22 W 156 FT TH N 23-18-55 E 49.32 FT TO THE POB & S 1/2 OF A PT OF LAKE WEIR BLVD BEING MORE PARTICULARLY DESC AS: BEGIN A THE SW COR OF LOT 4 TH S 23-18-55 W 49.32 FT TH N 70-39-08 W 51.08 FT TH N 26-38-21 E 49.49 FT TH S 70-47-14 E 48.21 FT TO THE POB

PARCEL NUMBER: 4927-063-000 SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 63 & SELY 1/2 OF LOT 62 DESC IN OR-450-295
Parent Parcel: 4927-061-000

PARCEL NUMBER: 4927-061-000 SEC 16 TWP 17 RGE 24 PLAT BOOK A PAGE 132 WOODMAR LOT 61 & NWLY 1/2 OF LOT 62 DESC IN OR-450-295

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE EDGEWATER ESTATES REPLAT IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Edgewater Estates Replat Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Edgewater Estates Replat Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR EDGEWATER ESTATES REPLAT IMPROVEMENT AREA

A subdivision as recorded in Plat Book "V", at Page 010, Page 011, and Page 012 of the Public Records of Marion County, Florida

AND
TO INCLUDE OUT PARCELS
45919-002-00, 45919-007-00 & 45919-014-00

PARCEL NUMBER: 45919-002-00
SEC 15 TWP 17 RGE 23
N 420 FT OF W 250 FT OF SE 1/4

PARCEL NUMBER: 45919-007-00
SEC 15 TWP 17 RGE 23
TRACT 7 BEING MORE PARTICULARLY DESC AS:
COMM AT SE COR OF NW 1/4 OF NE 1/4 OF SEC 15 TH S 89-53-53 W 431.72 FT TO POB TH S 89-53-53 W 643.10 FT TH N 00-03-28 W 40 FT TH N 89-53-53 E 197.09 FT N 00-03-28 W 244.06 FT TH E 446.50 FT TH S 00-02-20 W 283.27 FT TO POB

PARCEL NUMBER: 45919-014-00
SEC 15 TWP 17 RGE 23
TRACT 14 DESC AS FOLLOWS:
BEGIN AT SE COR OF NW 1/4 OF NE 1/4 OF SEC 15 TH S 89-53-53 W 431.72 FT TH N 00- 02-20 E 423.78 FT TH N 89-53-53 E 431.72 FT TH S 00-02-20 W 423.78 FT TO POB

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE EDWARD M REEVES – SE 126TH PL IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Edward M Reeves - SE 126th Pl Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Edward M Reeves – SE 126th Pl Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR EDWARD M REEVES – SE 126TH PL IMPROVEMENT AREA

An unrecorded subdivision as identified in Plat Book "UNR", at Page 137 of the Public Records of Marion County, Florida

AND
TO INCLUDE PARCELS
45269-049-00, 45269-049-02, 45269-050-00, 45269-051-00, 45269-052-00, 45269-053-01, 45269-053-00, 45269-054-00, 45269-054-02, 45269-054-01, 45269-063-01, 45269-063-02, 45269-064-02, 45269-064-01, 45269-063-03, 45269-063-00, 45269-065-00, 45269-065-01, 45269-066-02, 45269-066-01, 45269-066-00, 45269-067-00, 45269-069-00, 45269-069-00, 45272-002-00, 45272-000-00, 45269-035-01, 45269-035-04, 45269-035-02, 45269-035-03, 45269-037-00, 45269-039-00, 45269-039-01, 45269-040-01, 45269-040-00, 45269-041-00, 45269-041-01, 45269-042-00, 45269-043-01, 45269-043-00, 45269-044-00, 45269-044-01, 45269-045-00, 45269-046-00, 45269-047-00, 45269-047-01, 45269-048-01, 45269-048-00, 45269-018-01, 45269-018-00, 45269-017-00

AND
TO INCLUDE OUT PARCELS
4549-000-013, 4549-000-011, 4549-001-002, 4549-001-102, 4549-001-003, 4549-001-004, 4549-001-005, 4549-001-006, 4549-001-007, 4549-001-008, 4549-003-002, 4549-003-001, 4549-003-007, 4549-003-008, 4549-003-009, 4549-002-205, 4549-002-105, 4549-002-005, 4549-002-004, 4549-002-003, 4549-002-002, 4549-000-014, 4549-000-015, 4549-000-012, 4549-001-012

PARCEL NUMBER: 45269-049-00
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
S 1/2 OF LOT 49 BEING MORE FULLY DESCRIBED AS FOLLOWS:
S 1/2 OF W 1/2 OF NW 1/4 OF NW 1/4 OF SW 1/4 EXC THE E 150 FT OF THE W 1/2 OF S 1/2 OF W 1/2 OF NW 1/4 OF NW 1/4 OF SW 1/4 & EXC THE S 25 FT FOR ROAD ROW

PARCEL NUMBER: 45269-049-02
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES
A PT OF LOT 49 BEING DESC AS FOLLOWS:
E 150 FT OF W 1/2 OF S 1/2 OF W 1/2 OF NW 1/4 OF NW 1/4 OF SW 1/4 EXC S 25 FT FOR RD ROW &
COM AT THE NW COR OF SW 1/4 OF SEC 4 TH S 89-47-23 E 50 FT TH CONT S 89-47-23 E 281.84 FT TH

S 00-20-40 W 320.94 FT TO THE POB TH CONT S 00-20-40 W 13.25 FT TH N 89-47-20 W 150 FT TH
N 00-20-40 E 12.76 FT TH S 89-58-24 E 150 FT TO THE POB &
COM AT THE NW COR OF SW 1/4 OF SEC 4 TH S 89-47-23 E 50 FT TH CONT S 89-47-23 E 281.84 FT TH
S 00-20-40 W 320.94 FT TH N 89-58-24 W 150 FT TO THE POB TH S 00-20-40 W 12.76 FT TH
N 89-47-20 W 131.86 FT TH N 00-20-55 E 12.34 FT TH S 89-58-24 E 131.86 FT TO THE POB
Parent Parcel: 45269-049-00

PARCEL NUMBER: 45269-050-00
SEC 04 TWP 17 RGE 23
COM AT THE W 1/4 OF SEC 4 TH N 89-46-39 E 331.89 FT TH S 00-22-40 W 10.49 FT TO THE
POB TH N 89-55-44 E 331.73 FT TH S 00-21-59 W 634.05 FT TH N 89-49-06 W 331.85 FT TH
N 00-22-40 E 632.58 FT TO THE POB

PARCEL NUMBER: 45269-051-00
SEC 04 TWP 17 RGE 23
W 1/2 OF NE 1/4 OF NW 1/4 OF SW 1/4
LOT 51 369/553
EXC ROW TAKING BEING MORE PARTICULARLY DESC AS:
COM AT THE W 1/4 COR OF SEC 4
TH N 89-46-39 E 663.61 FT TH S 00-21-59 W 8.79 FT TO THE POB
TH CONT S 00-21-59 W 634.05 FT TH S 89-49-06 E 332.53 FT
TH N 00-18-07 E 642.06 FT TH N 89-46-39 W 160.60 FT TH S 00-45-03 W 597.49 FT TO THE POC OF A
CURVE CONCAVE NWLY HAVING A RADIUS OF 25 FT A CENTRAL ANGLE OF 89-25-51 A
CHORD BEARING & DISTANCE OF S 45-27-59 W 35.18 FT TH ALONG ARC OF CURVE 39.02 FT
TH N 89-49-06 W 108.36 FT TO THE POC OF A CURVE CONCAVE NELY HAVING A RADIUS OF
25 FT A CENTRAL ANGLE OF 90-16-46 A CHORD BEARING & DISTANCE OF N 44-40-41 W 35.44 FT
TH ALONG ARC OF CURVE 39.39 FT TH N 00-27-44 E 588.47 FT TH S 89-55-44 W 9.81 FT TO THE POB

PARCEL NUMBER: 45269-052-00
SEC 04 TWP 17 RGE 23
REEVES UNRE SUB
LOT 52 BEING DESC AS FOLLOWS:
E 1/2 OF NE 1/4 OF NW 1/4 OF SW 1/4
EXC ROW TAKING BEING MORE PARTICULARLY DESC AS:
COM AT THE W 1/4 COR OF SEC 4 TH S 89-46-39 E 995.42 FT TO THE POB
TH CONT S 89-46-39 E 9.41 FT TH S 00-45-03 W 604.38 FT TO
THE POC OF A CURVE CONCAVE NELY HAVING A RADIUS
OF 25 FT A CENTRAL ANGLE OF 90-34-09 A CHORD BEARING &

DISTANCE OF S 44-32-01 E 35.53 FT TH ALONG ARC OF CURVE 39.52 FT
TH S 89-49-06 E 79.36 FT TH S 00-10-54 W 13 FT
TH N 89-49-06 W 109.10 FT TH N 00-18-07 E 642.60 FT TO THE POB

PARCEL NUMBER: 45269-053-01
SEC 04 TWP 17 RGE 23
N 1/2 OF W 1/2 OF NW 1/4 OF NE 1/4 OF SW 1/4 &
W 25 FT OF S 1/2 OF W 1/2 OF NW 1/4 OF NE 1/4 OF
SW 1/4
AKA N 1/2 LOT 53 & W 25 FT OF S 1/2 LOT 53 REEVES UNR-137

PARCEL NUMBER: 45269-053-00
SEC 04 TWP 17 RGE 23
S 1/2 OF W 1/2 OF NW 1/4 OF NE 1/4 OF SW 1/4
EX W 25 FT
AKA S 1/2 OF LOT 53 REEVES UNR EX W 25 FT

PARCEL NUMBER: 45269-054-00
SEC 04 TWP 17 RGE 23
N 1/2 OF E 1/2 OF NW 1/4 OF NE 1/4 OF SW 1/4
AKA N 1/2 OF LOT 54 OF EDWARD REEVES

PARCEL NUMBER: 45269-054-02
SEC 04 TWP 17 RGE 23
REEVES SUB UNRE
W 1/2 OF S 1/2 OF LOT 54

PARCEL NUMBER: 45269-054-01
SEC 04 TWP 17 RGE 23
E 1/2 OF S 1/2 OF E 1/2 OF NW 1/4 OF NE 1/4 OF SW 1/4
AKA SE 1/4 OF LOT 54

PARCEL NUMBER: 45269-063-01
SEC 04 TWP 17 RGE 23
N 175 FT OF W 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4
PART OF LOTS 63 & 64 REEVES UNREC SUB SUBJECT TO
EASEMENT OVER W 25 FT & N 25 FT THEREOF

PARCEL NUMBER: 45269-063-02
SEC 04 TWP 17 RGE 23
S 150 FT OF N 325 FT OF W 1/2 OF NE 1/4 OF NE 1/4
OF SW 1/4 AKA PART LOT 63
SUBJECT TO AN EASEMENT OVER W 25 FT THEREOF

PARCEL NUMBER: 45269-064-02
SEC 04 TWP 17 RGE 23
W 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4 SEC 4
EXC N 325 FT &
EXC S 275 FT OF E 142 FT &
EXC W 25 FT & S 25 FT FOR ROW

PARCEL NUMBER: 45269-064-01
SEC 04 TWP 17 RGE 23
COM AT THE NE COR OF THE W 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4
TH S 00-05-10 E ALONG THE E BDY OF SAID W 1/2 325 FT TO THE
POB TH CONT S 00-05-10 E ALONG SAID E BDY OF W 1/2 316.43 FT
TO A POINT ON THE NLY ROW LINE OF WACO ST TH S 89-58-50 W
ALONG SAID ROW LINE 142 FT TH N 00-54-07 E 316.63 FT TH
S 89-57-15 E 136.54 FT TO THE POB SUBJECT TO AN EASEMENT
FOR INGRESS AND EGRESS BEING MORE FULLY DESCRIBED AS FOLLOWS
COM AT THE NE COR OF TH W 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4
TH S 00-05-10 E ALONG THE E BDY OF SAID W 1/2 325 FT TH
N 89-57-15 W 136.54 FT TH S 00-54-07 W 131.66 FT TO THE POB
TH CONT S 00-54-07 W 40 FT TH S 89-05-53 E 30 FT TH
N 00-54-07 E 40 FT TH N 89-05-53 W 30 FT TO THE POB

PARCEL NUMBER: 45269-063-03
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
BEG AT THE NW COR OF THE E 1/2 OF THE NE 1/4 OF THE NE 1/4
OF THE SW 1/4 OF SEC 4 TH N 89-58-27 E 332.17 FT TO THE E
BOUNDARY OF THE E 1/2 OF THE NE 1/4 OF THE NE 1/4 OF THE SW
1/4 TH S 00-05-57 W ALONG SAID E BOUNDARY 255.26 FT TH N 87-
26-02 W 332.45 FT TO A POINT ON THE W BOUNDARY OF THE E 1/2
OF THE NE 1/4 OF THE NE 1/4 OF THE SW 1/4 TH N 00-05-36 E
ALONG THE SAID W BOUNDARY 240.23 FT TO THE POB
TOGETHER WITH A 40 FT ESMT FOR INGRESS/EGRESS DESC AS
FOLLOWS: THE E 40 FT OF THE E 1/2 OF THE NE 1/4 OF THE NE
1/4 OF THE SW 1/4 OF SEC 4 EXC THE N & S 25 FT RESERVED FOR
RD ROW & EXC THE PROPERTY DESC ABOVE

PARCEL NUMBER: 45269-063-00
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
E 1/2 OF LOTS 63.64 BEING DESC AS FOLLOWS:
E 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4
EXC THE N & S 25 FT TO BE RESERVED FOR ROAD ROW
EXC COM AT THE NW COR OF E 1/2 OF LOTS 63.64 TH N 89-58-27 E
332.17 FT TH S 00-05-57 W 255.26 FT TH N 87-26-02 W 332.45
FT TH N 00-05-36 E 240.23 FT TO THE POB

PARCEL NUMBER: 45269-065-00
SEC 04 TWP 17 RGE 23
W 1/2 OF W 1/2 OF NW 1/4 OF NW 1/4 OF SE 1/4
EX S 25 FT OF ROW AKA W 1/2 LOT 65
Parent Parcel**:** 45269-009-11

PARCEL NUMBER: 45269-065-01

SEC 04 TWP 17 RGE 23
EDWIN M REEVES UNRE
E 1/2 LOT 65 FURTHER DESC AS:
E 1/2 OF W 1/2 OF NW 1/4 OF NW 1/4 OF SE ¼

PARCEL NUMBER: 45269-066-02
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
NW 1/4 OF E 1/2 OF NW 1/4 OF NW 1/4 OF SE 1/4
BEING NW 1/4 OF LOT 66 REEVES UNREC SUB

PARCEL NUMBER: 45269-066-01
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
SW 1/4 OF E 1/2 OF NW 1/4 OF NW 1/4 OF SE 1/4
BEING SW 1/4 OF LOT 66 REEVES UNREC SUB

PARCEL NUMBER: 45269-066-00
SEC 04 TWP 17 RGE 23
E 1/2 OF E 1/2 OF NW 1/4 OF NW 1/4 OF SE 1/4
EXC RD ROW
PARCEL NUMBER: 45269-067-00
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
SE1/4 OF SW1/4 OF NE1/4 &
NE1/4 OF NW1/4 OF SE1/4
AKA: LOTS 67.68.71.72 367/551
EXCEPT THE S 25 FT WHICH IS RESERVED FOR ROAD ROW

PARCEL NUMBER: 45269-069-00
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
LOT 69 BEING DESC AS FOLLOWS:
W 1/2 OF NW 1/4 OF NE 1/4 OF SE 1/4
EXC RD ROW

PARCEL NUMBER: 45269-070-00
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
LOT 70 BEING DESC AS FOLLOWS:
E 1/2 OF NW 1/4 OF NE 1/4 OF SE 1/4
EXC RD ROW
Parent Parcel: 45269-069-00

PARCEL NUMBER: 45272-002-00

SEC 04 TWP 17 RGE 23
COM AT NE COR OF NE 1/4 OF NE 1/4 OF SE 1/4 OF SEC 4 TH N 89-57-14 W
664.86 FT TH S 00-15-13 W 41.07 FT TO PT ON S BDY OF BELLEVIEW RIDGE
ESTATES & POB TH S 00-03-47 W 625.70 FT TH N 89-49-23 E 307.04 FT TH
N 00-03-47 E 624.75 FT TH S 90W 307.04 FT TO POB.
TOGETHER WITH A 40 FT WIDE EASEMENT FOR INGRESS/EGRESS DESC AS
FOLLOWS:
COM AT 40.54 FT S & 357.50 FT W OF NE COR OF NE 1/4 OF NE 1/4 OF SE 1/4 FOR
POB
TH S 00-03-47 W 40 FT TH N 90E 219.50 FT TH N 00-02-52 E 40 FT TH N 90 W 219.49 FT
TO POB.
Parent Parcel: 45272-000-00

PARCEL NUMBER: 45272-000-00
SEC 04 TWP 17 RGE 23
NE 1/4 OF NE 1/4 OF SE 1/4
EXC COM AT THE NE COR OF NE 1/4 OF NE 1/4 OF SE 1/4 OF SEC 4 TH W
664.86 FT TH S 41.07 FT TH E 664.86 FT TH N 40.54 FT TO THE POB
EXC COM AT NE COR OF NE 1/4 OF NE 1/4 OF SE 1/4 OF SEC 4 TH N 89-57-14 W
664.86 FT TH S 00-15-13 W 41.07 FT TO PT ON S BDY OF BELLEVIEW RIDGE
ESTATES & POB TH S 00-03-47 W 625.70 FT TH N 89-49-23 E 307.04 FT TH
N 00-03-47 E 624.75 FT TH S 90W 307.04 FT TO POB.

PARCEL NUMBER: 45269-035-01
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
A PT OF LOTS 35.36 BEING MORE PARTICULARLY DESC AS:
COM AT THE E 1/4 COR OF SEC 4
TH S 00-38-14 E 664.15 FT TO THE POB
TH CONT S 00-38-22 E 664.38 FT TH S 89-02-57 W 221.73 FT
TH N 00-37-24 W 664.66 FT TH N 89-07-16 E 221.55 FT TO THE POB
EXC COM AT E 1/4 COR TH OF SEC 4
TH S 00-38-22 E 664.15 FT TO THE POB
TH CONT S 00-38-22 E 332.19 FT TH S 89-02-57 W 221.73 FT
TH N 00-37-53 W 332.33 FT TH N 89-07-16 E 221.55 FT TO THE POB
THE N 25 FT & E 40 FT THEREOF TO BE USED FOR ROW
Parent Parcel: 45269-035-00

PARCEL NUMBER: 45269-035-04
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES
A PT OF LOTS 35.36 BEING MORE PARTICULARLY DESC AS:
COM AT THE E 1/4 COR OF SEC 4 TH S 00-38-22 E 664.15 FT TO THE POB TH CONT S
00-38-22 E 332.19 FT TH
S 89-02-57 W 221.73 FT TH N 00-37-53 W 332.33 FT TH N 89-07-16 E 221.55 FT TO THE
POB
N 25 FT & E 40 FT THEREOF TO BE USED FOR RD ROW
Parent Parcel**:** 45269-035-01

PARCEL NUMBER: 45269-035-02
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES
A PT OF LOTS 35.36 BEING MORE PARTICULARLY DESC AS:
COM AT THE E 1/4 COR OF SEC 4 TH S 00-38-14 E 664.15 FT TH S 89-07-16 W 221.55 FT TO THE POB TH
S 00-37-24 E 664.66 FT TH S 89-02-57 W 221.73 FT TH N 00-36-26 W 664.94 FT TH N 89-07-16 E 221.55 FT TO
THE POB
THE N 25 FT THEREOF TO USED FOR ROAD ROW
Parent Parcel**:** 45269-035-00

PARCEL NUMBER: 45269-035-03
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES
A PT OF LOTS 35.36 BEING MORE PARTICULARLY DESC AS:
COM AT THE E 1/4 COR OF SEC 4 TH S 00-38-14 E 664.15 FT TH S 89-07-16 W 443.09 FT TO THE POB TH
S 00-36-26 E 664.94 FT TH S 89-02-57 W 221.74 FT TH N 00-35-28 W 665.22 FT TH N 89-07-16 E 221.55 FT TO
THE POB
THE N 25 FT THEREOF TO BE USED FOR ROAD ROW
Parent Parcel: 45269-035-00

PARCEL NUMBER: 45269-037-00
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES
LOTS 37 & 38
SW1/4 OF NE1/4 OF SE1/4
EX N 25 FT AND W 25 FT FOR ROAD ROW

PARCEL NUMBER: 45269-039-00
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
S 1/2 OF LOT 39 BEING DESC AS FOLLOWS:
SE 1/4 OF SE 1/4 OF NW 1/4 OF SE 1/4
EXC E 25 FT

PARCEL NUMBER: 45269-039-01
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
N 1/2 OF LOT 39 BEING MORE FULLY DESC AS FOLLOWS:
NE 1/4 OF SE 1/4 OF NW 1/4 OF SE 1/4 EXC THE N 25 FT &

EXC THE E 25 FT THEREOF
Parent Parcel: 45269-009-05

PARCEL NUMBER: 45269-040-01
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
E 1/2 OF LOT 40 DESC AS FOLLOWS:
E 1/2 OF W 1/2 OF SE 1/4 OF NW 1/4 OF SE 1/4 OF SEC 4
EXC N 25 FT
Parent Parcel**:** 45269-039-01

PARCEL NUMBER: 45269-040-00
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
W 1/2 OF LOT 40 BEING DESC AS FOLLOWS:
W 1/2 OF W 1/2 OF SE 1/4 OF NW 1/4 OF SE 1/4
EXC THE N 25 FT FOR RD ROW
Parent Parcel: 45269-039-00

PARCEL NUMBER: 45269-041-00
SEC 04 TWP 17 RGE 23
S 240 FT & W 20 FT OF E 1/2 OF SW 1/4 OF NW 1/4 OF SE 1/4
EXC THE N 25 FT RESERVED FOR ROAD ROW

PARCEL NUMBER: 45269-041-01
SEC 04 TWP 17 RGE 23
E 1/2 OF SW 1/4 OF NW 1/4 OF SE 1/4
EXC N 25 FT FOR ROW LOT 41
EXC S 240 FT & W 20 FT
Parent Parcel: 45269-009-06

PARCEL NUMBER: 45269-042-00
SEC 04 TWP 17 RGE 23
W 1/2 OF SW 1/4 OF NW 1/4 OF SE 1/4
LOT 42

PARCEL NUMBER: 45269-043-01
SEC 04 TWP 17 RGE 23
E 1/2 OF LOT 43 DESC IN OR-601-260
AKA REEVES UNR-137

PARCEL NUMBER: 45269-043-00
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
REEVES
W 1/2 OF LOT 43 BEING DESC AS FOLLOWS:
W 1/2 OF E 1/2 OF SE 1/4 OF NE 1/4 OF SW ¼

PARCEL NUMBER: 45269-044-00
SEC 04 TWP 17 RGE 23
E1/2 OF W1/2 OF SE1/4 OF NE1/4 OF SW1/4 AKA E1/2
OF LOT 44

PARCEL NUMBER: 45269-044-01
SEC 04 TWP 17 RGE 23
W 1/2 OF W 1/2 OF SE 1/4 OF NE 1/4 OF SW 1/4
AKA W 1/2 OF LOT 44

PARCEL NUMBER: 45269-045-00
SEC 04 TWP 17 RGE 23
E 1/2 OF SW 1/4 OF NE 1/4 OF SW 1/4 &
N 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4 OF SW 1/4
LOTS 45 N 1/2 22

PARCEL NUMBER: 45269-046-00
SEC 04 TWP 17 RGE 23
W 1/2 OF SW 1/4 OF NE 1/4 OF SW 1/4
EX RD ROW LOT 46

PARCEL NUMBER: 45269-047-00
SEC 04 TWP 17 RGE 23
BELLEVIEW RIDGE EST A PORTION OF
LOT 47
EXC COM AT NW CORNER OF E 1/2 OF SE 1/4 OF NW 1/4 OF
SW 1/4 FOR POB S 89-48-08 E 181.50 FT S 00-24-12 W 240 FT
N 89-48-08 W 181.50 FT N 00-24-12 E 240 FT TO POB
Parent Parcel: 45271-021-00

PARCEL NUMBER: 45269-047-01
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
A PT OF LOT 47 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF LOT 47 FOR THE POB TH E 181.50 FT TH S 240 FT TH W 181.50 FT TH
N 240 FT TO TH EPOB
EXC RD ROW OVER N 25 FT
EXC ROW TAKING BEING MORE PARTICULARLY DESC AS:
COM AT THE W 1/4 COR OF SEC 4 TH S 00-22-26 W 693.31 FT TH S 89-49-06 E 996.55 FT TO THE
POB TH CONT S 89-49-06 E 108.95 FT TH S 00-10-54 W 13 FT TH N 89-49-06 W 84.11 FT TO THE
POC OF A CURVE CONCAVE SELY HAVING A RADIUS OF 25 FT A CENTRAL ANGLE OF 89-45-34 A
CHORD BEARING & DISTANCE OF S 45-18-07 W 35.28 FT TH ALONG ARC OF CURVE 39.16 FT TH
N 00-25-20 E 37.90 FT TO THE POB

PARCEL NUMBER: 45269-048-01
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES SUB
A PT OF LOT 48 BEING MORE PARTICULARLY DESC AS:
COM AT THE INTERSECTION OF THE W LINE OF W 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 OF SEC 4 WITH
THE S ROW LINE OF SE 126TH LANE RD TH S 00-19-26 W 318.91 FT TO THE POB TH S 89-52-06 E 332.08
FT TH S 00-19-07 W 318.95 FT TH N 89-51-43 W 332.11 FT TH N 00-19-26 E 318.91 FT TO THE POB
EXC ROW TAKING BEING MORE PARTICULARLY DESC AS:
COM AT THE W 1/4 COR OF SEC 4 TH S 00-22-26 W 1331.10 FT TH S 89-48-22 E 816.06 FT TO THE POB
TH N 00-45-03 E 231.34 FT TH S 89-14-57 E 10 FT TH N 00-45-03 E 87.70 FT TH S 89-48-57 E 168.12 FT
TH S 00-25-20 W 318.95 FT TH N 89-48-22 W 179.95 FT TO THE POB
Parent Parcel: 45269-048-00

PARCEL NUMBER: 45269-048-00
SEC 04 TWP 17 RGE 23
PLAT BOOK UNR PAGE 137
EDWIN M REEVES
LOT 48 BEING DESC AS FOLLOWS:
W 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4
EXC COM AT THE INTERSECTION OF THE W LINE OF W 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 OF
SEC 4 WITH THE S ROW LINE OF SE 126TH LANE RD TH S 00-19-26 W 318.91 FT TO POB
TH S 89-52-06 E 332.08 FT TH S 00-19-07 W 318.95 FT TH N 89-51-43 W 332.11 FT
TH N 00-19-26 E 318.91 FT TO POB
EXC ROW TAKING BEING MORE PARTICULARLY DESC AS:
COM AT THE W 1/4 OF SEC 4 TH S 00-22-26 W 693.31 FT TH S 89-49-06 E 688.71 FT TO POB
TH CONT S 89-49-06 E 307.84 FT TH S 00-25-20 W 319.05 FT TH N 89-48-57 W 168.12 FT
TH N 00-45-03 E 274.27 FT TO THE POC OF A CURVE CONCAVE SWLY HAVING A RADIUS OF 25 FT A
CENTRAL ANGLE OF 90-33-49 A CHORD BEARING & DISTANCE OF N 44-31-51 W 35.53 FT
TH ALONG ARC OF CURVE 39.52 FT TH N 89-48-45 W 116.17 FT TH N 00-21-59 E 19.52 FT TO POB

PARCEL NUMBER: 45269-018-01
SEC 04 TWP 17 RGE 23
E 1/2 OF SW 1/ OF NW 1/4 F SW 1/4 AKA:
S 396 FT OF E 330 FT OF E 1/2 OF LOTS 17.18 UNR
SUBJ TO N 25 FT FOR ROW
Parent Parcel: 45271-002-00

PARCEL NUMBER: 45269-018-00

SEC 04 TWP 17 RGE 23
E 1/2 OF SW 1/4 OF NW 1/4 OF SW 1/4 AKA E 1/2 LOT 17.18
EX S 396 FT REEVES UNR-137

PARCEL NUMBER: 45269-017-00
SEC 04 TWP 17 RGE 23
W 1/2 OF SW 1/4 OF NW 1/4 OF SW 1/4 AKA W 1/2 LOT 17.18
REEVES UNR-137

OUT PARCELS:

PARCEL NUMBER: 4549-000-013
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
N 555.10 FT OF LOT 1 BLK A

PARCEL NUMBER: 4549-000-011
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
S 200 FT OF LOT 1 BLK A SUBJECT TO AN ACESS ESMNT OVER AND ACROSS S 20 FT OF LT 1 AS MEASURED ALONG ELY ROW LINE OF US HWY 441/27 MORE FULLY DESC AS FOLLOWS;
COM AT SE COR OF LT 1 TH N 32-56-30 W 54 FT TO POB;
TH S 55-17-12 W 52.04 FT TO POINT OF CURVATURE OF CIRCULAR CURVE CONCAVE NLY & RAD OF 60 FT TH SWLY & WLY ALONG ARC OF CURVE 36.35 FT SUBTENDING CENTRAL ANGLE OF 34-42-48
TO POINT OF TANGENCY; TH W 32.31 FT TO POINT OF CURVATURE A CIRCULAR CURVE CONCAVE SELY & RAD OF 10 FT TH WLY & SWLY ALONG ARC OF CURVE 12.68 FT SUBTENDING A CENTRAL ANGLE OF 72-38-52 TO POINT INTERSECTING S LINE OF LT 1 TH W 26.24 FT ALONG S LINE TH N 30 FT TH E 69-28 FT TO POINT OF CURVATURE OF CIRCULAR CURVE CONCAVE NLY & RAD OF 35 FT TH ELY & NELY ALONG ARC OF CURVE 21.21 FT SUBTENDING A CENTRAL ANGLE 34-42-48 TO POINT OF TANGENCY; TH N 55-17-12 E 18.10 FT TO POINT OF CURVATURE OF CIRCULAR CURVE CONCAVE WLY & RAD OF 10 FT TH NELY & NWLY ALONG ARC 15.40 FT SUBTENDING CENTRAL ANGLE OF 88-14-00 TO POINT OF TANGENCY; TH N 32-56-30 W 128.26 FT TO POINT INTERSECTING N LOT LINE OF S 200 FT OF LT 1 TH E ALONG N LOT LINE 29.79 FT TO POINT INTERSECTING ELY LOT LINE OF LT 1 TH S 32-56-30 E 146 FT TO POB

PARCEL NUMBER: 4549-001-002
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK A LOT 2 EXC
COM AT THE SE COR OF LOT 2 TH W 40 FT TO THE POB TH N

468 FT TH S 89-48-14 W 505.28 FT TH S 32-55-31 E 555.55 FT
TH E 203.31 FT TO THE POB

PARCEL NUMBER: 4549-001-102
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
A PORTION OF LOT 2 BLK A MORE PARTICULARLY DESC AS FOLLOWS:
COM AT SE COR OF LT 2 BLK A TH W ALONG S LINE 40 FT TO
POB TH N PARALLEL TO E LOTLINE OF LOT 2 468 FT TH
S 89-48-14 W 506.28 FT TH S 32-55-31 E 565.55 FT TO POINT
INTERSECTING S LINE OF LOT 2 TH E ALONG S LINE
203.31 FT TO POB
Parent Parcel: 4549-001-002

PARCEL NUMBER: 4549-001-003
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK A LOT 3

PARCEL NUMBER: 4549-001-004
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK A LOT 4

PARCEL NUMBER: 4549-001-005
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK A LOT 5

PARCEL NUMBER: 4549-001-006
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK A LOT 6

PARCEL NUMBER: 4549-001-007
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK A LOT 7

PARCEL NUMBER: 4549-001-008
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK A LOT 8

PARCEL NUMBER: 4549-003-002
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK C LOT 2

PARCEL NUMBER: 4549-003-001
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK C LOT 1
EX W 479.65 FT

PARCEL NUMBER: 4549-003-007
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
E 159.88 FT OF W 479.65 FT OF LOT 1 BLK C
Parent Parcel**:** 4549-003-001

PARCEL NUMBER: 4549-003-008
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
E 159.89 FT OF W 319.77 FT OF LOT 1 BLK C
Parent Parcel**:** 4549-003-007

PARCEL NUMBER: 4549-003-009
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
W 159.88 FT OF W 319.77 FT OF LOT 1 BLK C
Parent Parcel: 4549-003-008

PARCEL NUMBER: 4549-002-205
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
A PT LOT 5 BLK B BEING MORE PARTICUARLY DESC AS:
COM AT THE SE COR OF LOT 5 FOR THE POB TH W 637 FT TH N 152 FT TH
E 260 FT TH N 20 FT TH E 67 FT TH S 20 FT TH E 310 FT TH S 152 FT TO THE POB
Parent Parcel**:** 4549-002-105

PARCEL NUMBER: 4549-002-105
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
A PT LOT 5 BLK B BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF LOT 5 TH N 152 FT TO THE POB TH W 377 FT TH N 168 FT

TH E 377 FT TH S 168 FT TO THE POB
EXC A PT OF LOT 5 BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF LOT 5 TH N 152 FT TH W 310 FT TO THE POB TH N 20 FT TH W 67 FT TH S 20 FT TH E 67 FT TO THE POB
Parent Parcel**:** 4549-002-005

PARCEL NUMBER: 4549-002-005
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK B LOT 5
EXC BEGIN AT THE SE COR OF LOT 5 TH W 637 FT TH N 152 FT
TH E 260 FT TH N 168 FT TH E 377 FT TH S 320 FT TO THE POB

PARCEL NUMBER: 4549-002-004
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK B LOT 4
Parent Parcel: 4549-002-003

PARCEL NUMBER: 4549-002-003
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK B LOT 3

PARCEL NUMBER: 4549-002-002
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK B LOT 2

PARCEL NUMBER: 4549-000-014
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
BLK B S 182.7 FT OF LOT 1 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF LOT 1 TH N 32-56-30 W 182.07 FT TH N 89-54-28 E 357.47 FT TH S 32-56-30 E 182.07 FT TH S 89-54-28 W 357.10 FT TO THE POB

PARCEL NUMBER: 4549-000-015
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
N 200 FT OF S 382.07 FT OF LOT 1 BLK B
Parent Parcel**:** 4549-000-012

PARCEL NUMBER: 4549-000-012

SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
NLY 1/2 OF LOT 1 BLK B LESS FOLLOWING DESC PARCEL:
COM AT NW COR OF LT 1 BLK B
TH S 32-56-30 E ALG ELY ROW OF US HWY 27 225.45 FT TO POB
TH N 57-03-30 E 71 FT TH S 32-56-30 E 41.5 FT TH S 57-03-30 W 71 FT
TO ELY ROW TH N 32-56-30 W 41.50 TO POB

PARCEL NUMBER: 4549-001-012
SEC 05 TWP 17 RGE 23
PLAT BOOK G PAGE 083
BELLEVIEW RANCHETTES 1ST ADD
COM AT NW COR OF LOT 1 BLK B TH S 32-56-30 E ALONG E`LY ROW
LINE OF US HWY 27 & 441 225.45 FT TO POB TH N 57-03-30 E
71 FT TH S 32-56-30 E 41.50 FT TH S 57-03-30 W 71 FT TO
E`LY ROW LINE TH N 32-56-30 W 41.50 FT TO POB
Parent Parcel: 4549-000-012

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE EL DORADO MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the El Dorado Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the El Dorado Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR EL DORADO MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “R”, at Page 47, Page 48, and Page 49 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE FLORIDA HIGHLANDS COMMERCIAL IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Florida Highlands Commercial Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Florida Highlands Commercial Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR FLORIDA HIGHLANDS COMMERCIAL IMPROVEMENT AREA

A subdivision as recorded in Plat Book "G", at Pages 74 and 74A of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE FORE ACRES FIRST ADDITION IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Fore Acres First Addition Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Fore Acres First Addition Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR FORE ACRES FIRST ADDITION IMPROVEMENT AREA

A subdivision as recorded in Plat Book “H”, at Page 077 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE FORESTS' EDGE IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Forests' Edge Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Forests' Edge Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR FORESTS’ EDGE IMPROVEMENT AREA

A subdivision as recorded in Plat Book “V”, at Page 047, and Page 048 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE FOUNTAIN VILLAS ESTATES MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Fountain Villas Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Fountain Villas Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR FOUNTAIN VILLAS ESTATES MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “9” Page 7 and Page 8 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE FREEDOM CROSSINGS PRESERVE PHASE 1 AND PHASE 2 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide capital improvements in the Freedom Crossings Preserve Phase 1 and Phase 2 Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Freedom Crossings Preserve Phase 1 and Phase 2 Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR FREEDOM CROSSINGS PRESERVE PHASE 1 AND PHASE 2 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

FREEDOM CROSSINGS PRESERVE PHASE 1
A subdivision as recorded in Plat Book “14”, at Page 102, Page 103, Page 104, and Page 105 of the Public Records of Marion County, Florida

FREEDOM CROSSINGS PRESERVE PHASE 2
A subdivision as recorded in Plat Book “14”, at Page 191, Page 192, Page 193, and Page 194 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE GREY OAKS MUNICIPAL SERVICE BENEFIT UNIT FOR ROAD MAINTENANCE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Grey Oaks Municipal Service Benefit Unit for Road Maintenance; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Grey Oaks Municipal Service Benefit Unit for Road Maintenance shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of road maintenance.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR GREY OAKS MUNICIPAL SERVICE BENEFIT UNIT FOR ROAD MAINTENANCE

UNRECORDED

AND INCLUDING OUT PARCELS
12659-000-00, 12669-000-00, 12669-000-01, 12669-000-02, 12669-000-03, 12669-000-04, 12669-000-05, 12669-000-06, 12669-000-07, 12669-000-08, 12669-000-09, 12669-000-10, 12669-000002 & 12669-002-00

PARCEL NUMBER: 12659-000-00
SEC 35 TWP 14 RGE 20
COM SE COR OF NW 1/4 OF SE 1/4 S 89-56-37 W 56.96 FT N 22-47-25 E 783.36 FT TO POB CONT 208.53 FT N 23-32-22 E 638.08 FT TO SWLY ROW OF US 27 NWLY ALG ARC OF CURVE AN ARC DISTANCE OF 241.29 FT N 48-30-25 W 690.41 FT S 30-31-03 W 987.55 FT N 52-49-03 W 815.23 FT TO ELY ROW OF CTY RD 8.5 W S 00-30-01 E 160.44 FT S 51-46-11 E 871.51 FT S 69-00-52 E 898.68 FT TO POB & COM SE COR OF NW 1/4 OF SE 1/4 S 89-56-37 W 56.96 FT N 22-47-25 E 783.36 FT N 69-00-52 W 898.68 FT N 51-46-11 W 871.51 FT TO ELY ROW OF CTY RD 8.5 W N 00-30-01 W 160.44 FT S 52-49-03 E 683.40 FT TO POB CONT 131.83 FT N 30-31-03 E 36.90 FT N 68-50-50 W 132.71 FT TO POB

PARCEL NUMBER: 12669-000-00
SEC 36 TWP 14 RGE 20
COM SW COR OF BRYAN WOODS SUB PLAT BOOK T PAGE 62 TH N 00-09-33 E 175 FT TO POB TH N 89-06-26 W 671.92 FT TH S 00-09-33 W 657.71 FT TH S 85-02-14 W 4.88 FT TH N 89-50-52 W 500.01 FT TH N 81-32-28 W 140.46 FT TH N 00-08-59 E 1156.36 FT TH S 89-52-44 E 1315.91 FT TH S 00-05-26 W 99.99 FT TH S 44-58-50 W 218.62 FT TH S 58-50-27 E 179.65 FT TH S 00-09-33 W 180.32 FT TO POB (DESCRIPTION INCLUDES PLATTED DEDICATED DRA-OWNS REVERSION RIGHTS ONLY-NOT ASSESSED) & SUBJ TO AN EASEMENT OVER THE FOLLOWING: COM SW COR BRYAN WOODS SUB TH N 00-09-33 E 175 FT TO POB TH N 89-06-26 W 40 FT TH N 00-09-33 E 40 FT TH S 89-06-26 E 40 FT TH S 00-09-33 W 40 FT TO POB

PARCEL NUMBER: 12669-000-01
SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
TRACT 1 BEING MORE FULLY DESC AS FOLLOWS:
COM AT PRM NO 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT NO 1 PLAT BOOK W PAGES 75-80 TH N 89-48-25 W ALONG THE S
ROW LINE OF US HWY 27 (200 FT WIDE) 860.22 FT TO THE POB SAID POINT ALSO BEING ON THE W BDY OF ENTRANCE AREA TH DEPARTING SAID S ROW S 00-11-36 W ALONG SAID W BDY 31.23 FT TO A POINT ON A 85 FOOT RAD CURVE CONCAVE NWLY HAVING A CHORD BEARING AND DIST OF S S 36-32-58 W 70.74 FT THT SWLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49-10-36 A DIST OF 72.95 FT TO A POINT ON A 350 FOOT RAD CURVE CONCAVE SELY HAVING A CHORD BEARING AND DIST OF S 29-15-03 W 369.77 FT TH SWLY ALONG THE ARC OF SAID

CURVE THROUGH A CENTRAL ANGLE OF 63-46-26, A DIST OF 389.57 FT TO A POINT ON A 5570 FOOT RAD CURVE CONCAVE WLY HAVING A CHORD BEARING AND DIST OF S 00-29-37 E 416.52 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04-17-08, A DIST OF 416.62 FT TO A POINT ON A 290 FOOT RAD CURVE CONCAVE WELY HAVING A CHORD BEARING AND DIST OF S 03-59-50 W 33.90 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06-42-06 A DIST OF 33.92 FT TO A POINT ON A 2230.00 FOOT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF S 02-01-56 W 451.34 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11-36-59 A DIST OF 452.12 FT THE S 07-30-22 E 154.95 FT TO A POINT ON A 90 FOOT RAD CURVE CONCAVE WLY HAVING A CHORD BEARING AND DIST OF S 11-02-39 W 57.26 FT H SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37-06-03 A DIST OF 58.28 FT TO A POINT ON A 50 FOOT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF S 08-14-01 E 61.33 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75-39-23 A DIST OF 66.02 FT TO A POINT ON A 80 FOOT RAD CURVE CONCAVE WLY HAVING A CHORD BEARING AND DIST OF S 26-47-02 E 52.82 FT TH S LY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38-22-20 A DIST OF 53.83 FT TH S 07-30-22 E 49.82 FT TO A POINT ON A 2970 FOOT RAD CURVE CONCAVE WLY HAVING A CHORD BEARING AND DIST OF S 03-03-42 E 237.45 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04-34-55 A DIST OF 237.51 FT TO A POINT ON A 1180.00 FOOT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF S 00-38-36 E 97.45 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04-43-58 A DIST OF 97.47 FT TH DEPARTING SAID WEST BDY LINE S 89-54-52 W 919.65 FT TH S 00-26-19-W 573.62 FT TH S 00-27-57 W 119.30 FT TH S 89-54-52 E 10.00 FT TH S 00-27-57 W 1216.81 FT TH N 89-51-16W- ALONG THE S BDY OF THE NE 1/4 OF THE NE 1/4 OF 2-15-20 50 FT TO THE SW COR OF THE E 1/2 OF THE NE 1/4 OF THE NE 1/4 OF 02-15-20 TH DEPARTING SAID S BDY N 00-27-57 E ALONG THE W BDY OF THE EAST 1/2 OF THE NE 1/4 OF THE NE 1/4 02-15-20 1336.31 FT TO THE W COR OF THE EAST 1/2 OF THE NE 1/4 OF THE NE 1/4 OF 02-15-20 TH N 00-26-19 E ALONG THE W BDY OF THE E 1/2 OF THE SE 1/4 OF THE SE 1/4 OF 35-14-20 1332.75 FT TO NW COR OF THE EAST 1/2 OF THE SE 1/4 OF THE SE 1/4 OF 35-14-20 TH N 89-54-52 E ALONG THE N BDY OF THE EAST 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF 35-14-20 661.63 FT TO THE NE COR OF THE SE 1/4 OF THE SE 1/4 OF 35-14-20 TH S 89-38-17 E 189.91 FT TH N 00-19-22 E 1256.80 FT TO THE S ROW OF US HWY 27 (200 FT WIDE) TH S 89-48-25 E ALONG SAID S ROW 270.85 FT TO POB

Parent Parcel: 12669-001-00

PARCEL NUMBER: 12669-000-02

SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
TRACT 2 BEING MORE FULLY DESC AS FOLLOWS:
COM AT PRM 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT NO 1 PLAT BOOK W, PAGES 75-80 TH N 89-48-25 W ALONG THE S ROW LINE OF US HWY 27 (200 FT WIDE) 1131.07 FT TH DEPARTING SAID S ROW S 00-19-22 W 1256.80 FT TH N 89-38-17 W 189.91 FT TO THE NE COR OF THE SE 1/4 OF THE SE 1/4 OF 35-14-20 TH S 89-54-52 W ALONG THE N LINE OF THE SE 1/4 OF THE SE 1/4 OF 35-14-20 661.63 FT TO THE

NW COR OF THE E 1/2 OF THE SE 1/4 OF 35-14-20 TH S 00-26-19 W ALONG THE W LINE OF THE E 1/2 OF THE SE 1/4 OF THE SE 1/4 OF 35-14-20 1332.75 FT TO THE NW COR OF THE E 1/2 OF THE NE 1/4 OF THE NE 1/4 OF 02-15-20 TH DEPARTING SAID W LINE S 89-33-41 E 40 FT TO THE POB TH N 00-26-19 E 573.62 FT TH N 89-54-52 E 919.65 FT TO A POINT ON THE W BDY OF ENTRANCE AREA SAID POINT ALSO BEING A POINT ON A 1180 FOOT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF S 04-29-01 E 60.72 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02-56-53 A DIST OF 60.72 FT TH DEPARTING SAID CURVE S 05-43-53 E 207.63 FT TO A POINT ON A NON-TANGENT 640 FOOT RAD CURVE CONCAVE WLY HAVING A CHORD BEARING AND DIST OF S 03-49-54 E 163.85 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14-42-32 A DIST OF 164.30 FT TH DEPARTING SAID CURVE S 03-49-54 E 70.82 FT TO A POINT OF ON A NON-TANGENT 70 FOOT RAD CURVE CONCAVE WLY HAVING A CHORD BEARING AND DIST OF S 06-41-46 W 25.58 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21-03-19 A DIST OF 25.72 FT TO THE POINT OF REVERSE CURVATURE OF A 930 FOOT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF S 13-18-23 W 173.65 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10-42-50, A DIST OF 173.90 FT TH DEPARTING SAID W BDY LINE N 89-54-52 W 402.92 FT TH S 02-20-34 E 154.11 FT TH N 89-54-52 W 58.74 FT TH N 80-07-43 W 363.99 FT TH N 00-05-08 E 92.10 FT TH N 89-54-52 W 109.39 FT TH N 00-27-57 E 119.30 FT TO THE POB
Parent Parcel: 12669-000-01

PARCEL NUMBER: 12669-000-03
SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
TRACT 3 BEING MORE FULLY DESC AS FOLLOWS:
COM AT PRM NO 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT NO 1 PLAT BOOK W, PAGES 75-80 THE N 89-48-25 W ALONG THE S ROW LINE OF US HWY 27 (200 FT WIDE) 1131.07 FT TH DEPARTING SAID S ROW S 00-19-22 W 1256.80 FT TH N 89-38-17 W 189.91 FT TO THE NE COR OF THE SE 1/4 OF THE SE 1/4 OF 35-14-20 TH S 89-54-52 W ALONG THE N LINE OF THE SE 1/4 OF THE SE 1/4 OF 35-14-20 661.63 FT TO THE NW COR OF THE E 1/2 OF THE SE 1/4 OF 35-14-20 THE S 00-26-19 W ALONG THE W LINE OF THE E 1/2 OF THE SE 1/4 OF THE SE 1/4 OF 35-14-20 1332.75 FT TH DEPARTING SAID W LINE S 89-33-41 E 40.00 FT TH S 00-27-57 W 119.30 FT TH S 89-54-52 E 10 FT TO THE POB TH CONT S 89-54-52 E 99.39 FT TH S 00-05-08 W 92.10 FT TH S 80-07-43 E 363.99 FT TH S 89-54-52 E 58.74 FT TH N 02-20-34 W 154.11 FT TH S 89-54-52 E 402.92 FT TO A POINT ON THE W BDY OF ENTRANCE AREA SAID POINT ALSO BEING A POINT ON A 930 FOOT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF S 03-46-31 E 377.97 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23-26-57 A DIST OF 380.62 FT TO A POINT ON A 370 FOOT RAD CURVE CONCAVE WLY HAVING A CHORD BEARING AND DIST OF S 03-16-10 E 152.42 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23-46-24 A DIST OF 153.52 FT TO A POINT ON A 1010 FOOT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF S 07-29-47 W 104.13 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05-54-35 A DIST OF 104.17 FT TH DEPARTING SAID W BDY LINE S 89-54-52 W 938.38 FT TH N 00-27-57 E 635.35 FT TO THE POB
Parent Parcel: 12669-000-01

PARCEL NUMBER: 12669-000-04
SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
TRACT 4 BEING MORE FULLY DESC AS FOLLOWS:
COM AT PRM NO 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT 1 PLAT BOOK W PAGE 75-80 TH N 89-48-25 W ALONG S ROW LINE OF US HWY 27 (200 FT WIDE) 1131.07 FT TH DEPARTING SAID S ROW S 00-19-22 W 1256.80 FT TH N 89-38-17 W 189.91 FT TO THE NE COR OF SE 1/4 OF SE 1/4 OF SEC 35-14-20 TH S 89-54-52 W ALONG N LINE OF SE 1/4 OF SE 1/4 OF 35-14-20 661.63 FT TO THE NW COR OF E 1/2 OF SE 1/4 OF 35-14-20 TH S 00-26-19 W ALONG THE W LINE OF E 1/2 OFSE 1/4 OF SE ¼ OF 35-14-20 1332.75 FT TH DEPARTING SAID W LINE S 89-33-41 E 40 FT TH S 00-27-57 W 119.30 FT TH S 89-54-52 E 10 FT TH S 00-27-57 W 635.35 FT TO THE POB TH N 89-54-52 E 938.38 FT TO A POINT ON THE W BDY OF ENTRANCE AREA SAID POINT ALSO BEING A POINT ON A 1010 FT RAD CURCE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF S 02-46-05 W 62.52 FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03-32-49 62.53 FT TO A POINT ON A 30 FT RAD CURVE CONCAVENLY HAVING A CHORD BEARING AND DIST OF S 44-36-21 E 42.87 FT TH SELY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91-12-02 A DIST OF 47.75 FT TH S 00-19-07 W 498.13 FT TO A POINT ON THE S BDY OF NW 1/4 OF NW 1/4 OF 01-15-20 TH N 88-54-56 W ALONG SAID S BDY 352.70 FT TO THE SW COR OF NW 1/4 OF NW 1/4 OF 01-15-20 TH S 89-51-16 W 614.79 FT TH N 00-27-57 E 581.46 FT TO THE POB
Parent Parcel: 12669-000-03

PARCEL NUMBER: 12669-000-05
SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
TRACT 5 BEING MORE FULLY DESC AS FOLLOWS:
COM AT PRM NO 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT 1 PLAT BOOK W PAGE 75-80TH S 00-16-54 W ALONG THE W BDY OF SAID PLAT 2582.83 FT TH CONT ALONG SAID W BDY S 00-29-01 W 1365.69 FT TH DEPARTING SAID W LINE ALONG S BDY OF NW 1/4 OF NW 1/4 OF 01-15-20 N 88-54-56 W 969.27 FT TH DEPARTING SAID S BDY N 00-19-07 E 498.13 FT TO A POINT ON A 30 FT RAD CURVE CONCAVE NWLY HAVING A CHORD BEARING AND DIST OF N 45-23-29 E 41.98 FT TH NELY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88-47-58 46.50 FT TO A POINT OF REVERSE CURVATURE OF A 950 FT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF N 02-59-43 E 66.34 FT TH NLY ALONG THE ACR OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04-00-06 A DIST OF 66.35 FT TH DEPARTING SAID CURVE N 89-54-52 E 924.15 FT TH N 00-29-01 E 752.17 FT TH N 00-16-54 E 2122.74 FT TH S 89-54-52 W 6 FT TH N 00-16-54 E 460.10 FT TO A POIINT ON THE S ROW OF US HWY 27 (200 FT WIDE) TH S 89-48-25 E ALONG SAID ROW 20 FT TO THE POB LESS & EXCEPT THE FOLLOWING: COM AT PRM NO 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT 1 PLAT BOOK W PAGE 75-80 TH S 00-16-54 W ALONG THE W BDY OF SAID PLAT 2582.83 FT TH S 00-29-01 W 752.07 FT TH S 89-54-52 W 14 FT TH N 00-29-01 E 752.17 FT TH N 00-16-54 E 2122.74 FT TH S 89-54-52 W 6 FT TH N 00-16-54 E 460.10 FT TH S 89-48-25 E 20 FT TO POB.
Parent Parcel: 12669-000-04

PARCEL NUMBER: 12669-000-06
SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
TRACT 6 BEING MORE FULLY DESC AS FOLLOWS:
COM AT PRM NO. 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT NO. 1 PLAT BOOK W PAGES 75-80 TH N 89-48-25 W ALONG THE S ROW LINE OF US HWY 27 (200 FT WIDE) 20 FT TH DEPARTING THE S ROW S 00-16-54 W PARALLEL WITH THE W BDY OF SAID PLAT 460.10 FT TH N 89-54-52 E 6 FT TH S 00-16-54 W 2122.74 FT TH S 00-29-01 W 268.27 FT TO POB TH CONT S 00-29-01 W 483.90 FT TH S 89-54-52 W 924.15 FT TO A PT ON THE ELY BDY OF ENTRANCE AREA SAID PT ALSO BEING A PT ON A 950 FT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF N 07-45-04 E 91.32 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05-30-36 A DIST OF 91.36 FT TO A PT ON A 430 FOOT RADIUS CURVE CONCAVE WLY HAVING A CHORD BEARING AND DIST OF N 03-12-53 W 178.32 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23-56-00 A DIST OF 179.62 FT TO A PT ON A 870 FOOT RADIUS CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF N 08-19-37 W 217.60 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14-22-06 A DIST OF 218.17 FT TH DEPARTING SAID CURVE N 89-54-52 E 957.43 FT TO POB & COM AT NW COR OF TRACT 1 GODEN OCALA UNIT 1 (PLAT BOOK W-75) TH N 89-48-25 W 20 FT TH S 00-16-54 W 460.10 FT TH N 89-54-52 E 6 FT TH S 00-16-54 W 2122.74 FT TH S 00-29-01 W 202.34 FT TO POB TH S 00-29-01 W 65.93 FT TH S 89-54-52 W 957.43 FT TO PT ON A 870 FT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING & DIS OF N 01-01-43 E 65.94 FT TH NLY ALG ARC OF CURVE THROUGH A CENTRAL ANGLE OF 04-20-38 A DIS OF 65.96 FT TH N 89-54-52 E 956.80 FT TO POB.

PARCEL NUMBER: 12669-000-07
SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
TRACT 7 BEING MORE FULLY DESC AS FOLLOWS: COM AT PRM NO 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT NO 1 PLAT BOOK W PAGES 75-80 TH N 89-48-25 W ALONG THE S ROW LINE OF US HWY 27 (200 FT WIDE) 20 FT TH DEPARTING SAID S ROW S 00-16-54 W PARRALLEL WITH THE W BDY OF SAID PLAT 460.10 FT TH N 89-54-52 E 6 FT TH S 00-16-54 W 1771.60 FT TO POB TH CONT S 00-16-54 W 351.14 FT TH S 00-29-01 W 268.27 FT TH S 89-54-52 W 957.43 FT TO A PT ON THE ELY BDY OF ENTRANCE AREA SAID PT ALSO BEING A POINT ON A 870 FT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DISTANCE OF N 08-46-51 E 299.86 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19-50-50 A DIST OF 301.37 FT TO A POINT ON A 130 FT RAD CURVE CONCAVE WLY AND HAVING A CHORD BEARING AND DIST OF N 06-53-25 E 48.37 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21-26-38 A DIST OF 48.65 FT TH N 03-49-54 W 67.05 FT TO A PT ON A 700 FT RAD CURVE CONCAVE WLY AND HAVING A CHORD BEARING AND DIST OF N 03-52-24 W 172.40 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14-08-49 A DIST OF 172.84 FT TH N 05-43-53 W 36.34 FT TH DEPARTING SAID CURVE N 89-54-52 E 929.60 FT TO THE POB LESS & EXCEPT S 65.93 FT THEREOF.

PARCEL NUMBER: 12669-000-08

SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
TRACT 8 BEING MORE FULLY DESC AS FOLLOWS:
COM AT PRM NO 3 BEING NW COR OF TRACT 1 GOLDEN OCALA UNIT 1 PLAT BOOK W PAGE 75-80 TH N 89-48-25 W 20 FT TH S 00-16-54 W 460.10 FT TH N 89-54-52 E 6 FT TH S 00-16-54 W 1049.48 FT TO POB TH S 00-16-54 W 705.34 FT TH S 89-54-52 W 931.36 FT TO PT ON E BDY OF ENTRANCE AREA TH N 05-43-53 W 151.77 FT TO PT OF CURVATURE OF A 1120 FT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING & DIS OF N 02-05-16 W 151.42 FT TH NLY ALG ARC OF CURVE THROUGH A CENTRAL ANGLE OF 07-45-07 A DIS OF 151.53 FT TO PT OF REVERSE CURVATURE OF A 3030 FT RAD CURVE CONCAVE WLY HAVING A CHORD BEARING & DIS OF N 03-02-35 W 244.71 FT TH NLY ALG ARC OF CURVE THROUGH A CENTRAL ANGLE OF 04-37-43 A DIS OF 244.78 FT TH N 07-30-22 W 44 FT TO PT OF CURVATURE OF A 90 FT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING & DIS OF N 12-18-05 E 60.99 FT TH NLY ALG ARC OF CURVE THROUGH A CENTRAL ANGLE OF 39-36-54 A DIS OF 62.23 FT TO PT OF REVERSE CURVATURE OF A 50 FT RAD CURVE CONCAVE WLY HAVING A CHORD BAEARING & DIS OF N 01-32-12 W 55.41 FT TH NLY ALG ARC OF CURVE THROUGH A CENTRAL ANGLE OF 67-17-28 A DIS OF 58.72 FT TH N 89-54-52 E 962.73 FT TO POB.

PARCEL NUMBER: 12669-000-09
SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
TRACT 9 BEING MORE FULLY DESC AS FOLLOWS:
BEG AT PRM NO 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT NO 1 PLAT BOOK W PAGES 75-80 TH N 89-48-25 W ALONG THE S ROW LINE OF US HWY 27 (200 FT WIDE) 20 FT TH DEPARTING SAID S ROW S 00-16-54 W PARRALLEL WITH THE W BDY OF SAID PLAT 460.10 FT TH N 89-54-52 E 6 FT TH S 00-16-54 W 423.58 FT TO POB TH CONT S 00-16-54 W 625.90 FT TH S 89-54-52 W 962.73 FT TO A PT ON THE ELY BDY OF ENTRANCE AREA SAID PT ALSO BEING A PT ON A 50 FT RAD CURVE CONCAVE SWLY HAVING A CHORD BEARING AND DIST OF N 41-09-06 W 10.40 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11-56-20 A DIST OF 10.42 FT TO A PT ON A 90 FOOT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF N 27-28-49 W 60.99 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39-36-54 A DIST OF 62.23 FT TH N 07-30-22 W 146.87 FT TO A PT ON A 2170 FOOT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF N 01-48-27 E 418.40 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11-03-52 A DIST OF 419.04 FT TH DEPARTING SAID CURVE N 89-54-53 E 1006.63 FT TO POB
Parent Parcel: 1261-000-000

PARCEL NUMBER: 12669-000-10
SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
TRACT 10 BEING MORE FULLY DESC AS FOLLOWS: COM AT PRM NO 3 BEING NW COR OF TRACT 1 GOLDEN OCALA UNIT 1 PLAT BOOK W PAGE 75-80 TH N 89-48-25 W ALONG THE S ROW LINE OF US HWY 27 (200 FT WIDE) 20 FT TO POB TH DEPARTING SAID S ROW S 00-16-54 W PARALLEL WITH THE W BDY OF SAID PLAT 460.10 FT TH N 89-54-52 E 6 FT TH S 00-16-54 W 423.58 FT TH S 89-54-52 W 1006.63 FT TO A POINT ON THE ELY

BDY OF ENTRANCE AREA SAID POINT ALSO BEING A POINT ON A 2170 FOOT RAD CURVE CONCAVE ELY HAVING A CHORD BEARING AND DIST OF N 07-35-36 E 19.21 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00-30-25 A DIST OF 19.21 FT TO A POINT ON A 350 FOOT RAD CURVE CONCAVE WLY HAVING A CHORD BEARING AND DIST OF N 04-03-52 E 40.64 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06-39-23 A DIST OF 40.66 FT TO A POINT ON A 5630 FT RAD CURVE CONCAVE WLY HAVING A CHORD BEARING AND DIST OF N 00-29-46 W 420.51 FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04-16-50 A DIST OF 420.61 FT TO A POINT ON A 290 FT FOOT RAD CURVE CONCAVE SELY HAVING A CHORD BEARING AND DIST OF N 29-15-03 E 306.38 FT TH NELY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63-46-26 A DIST OF 322.79 FT TO A POINT ON A 145 FOOT RAD CURVE CONCAVE NWLY HAVING A CHORD BEARING AND DIST OF N 35-10-02 E 126.99 FT TH NELY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51-56-28 A DIST OF 131.45 FT TH N 00-11-36 E 36.59 FT TO A POINT ON THE AFORESAID S ROW TH S 89-48-25 E ALONG SAID S ROW 58.88 FT TH DEPARTING SAID S ROW S 00-56-23 W 307.77 FT TO A POINT OF CURVATURE OF A 210 FT RAD CURVE CONCAVE SLY HAVING A CHORD BEARING AND DIST OF S 86-21-54 E 21.95 FT TH ELY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05-59-29 21.96 FT TH S 83-02-29 E 132.17 FT TH N 06-54-49 E 326.89 FT TO THE AFORESAID S ROW TH S 89-48-25 E ALONG SAID S ROW 533.92 FT TO THE POB

Parent Parcel: 12669-000-09

PARCEL NUMBER: 12669-000001

SEC 36 TWP 14 RGE 20
BCC EASEMENT BOOK PAGE 001
GREY OAKS SURVEY
ENTRANCE AREA BEING MORE FULLY DESC AS FOLLOWS: COM AT PRM 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT 1 PLAT BOOK W PAGES 75-80 TH N 89-48-25 W ALONG THE S ROW LINE OF US HWY 27 (200FT WIDE) 860.22FT TO THE POB TH S 89-48-25 E ALONG SAID S ROW 60FT TH DEPARTING SAID S ROW S 00-11-36 W 36.59 FT TO A POINT ON A 145FT RAD CURVE CONCAVE NWLY HAVING A CH BEARING AND DIST OF S 35-10-02 W 126.99FT TH SWLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 51-56-28 A DIST OF 131.45FT TO A POINT ON A 290FT RAD CURVE CONCAVESELY HAVING A CH BEARING AND DIST OF S 29-15-03 W 306.38FT TH SWLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 63-46-26 A DIST OF 322.79FT TO A POINT ON A 5630FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF S 00-29-46 E 420.51FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 04-16-50 A DIST OF 420.61FT TO A POINT ON A 350FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF S 04-03-52 W 40.64FT TH SLY ALONG THE ARC OF SAID CURVE TROUGH A CEN ANGLE OF 06-39-23 A DIST OF 40.66FT TO A POINT ON A 2170FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AND DIST OF S 02-03-40 W 437.51FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 11-34-17 A DIST OF 438.25FT TH S 07-30-22 E 146.87FT TO A POINT ON A 90FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AN DIST OF S 27-18-49 E 60.99FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 39-36-54 A DIST OF 62.23FT TO A POINT ON A 50FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF S 07-30-22 E 63.76FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 79-13-48 A DIST OF 69.14FT TO A POINT ON A 90FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AND DIST OF S12-18-05 W

60.99FT TH SLY ALONG THE ARC CURVE THROUGH A CEN ANGLE OF 39-36-54 A DIST OF 62.23FT TH S 07-30-22 E 44FT TO A POINT ON A 3030FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF S 03-02-35 E 244.71FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 04-37-43 A DIST OF 244.78FT TO A POINT ON A 1120FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AND DIST OF S 02-05-16 E 151.42FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 07-45-07 A DIST OF 151.53FT TH S 05-43-53 E 204.96FT TO A POINT ON A 700FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF S 03-52-24 E 172.40FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 14-08-49 A DIST OF 172.84FT TH S 03-49-54 E 67.05FT TO A POINT ON A 130FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF S 06-53-25 W 48.37FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 21-26-38 A DIST OF 48.66FT TO A POINT ON A 870FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AND DIST OF S 01-35 48 W 511.86FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 34-12-56 A DIST OF 519.54FT TO A POINT ON A 430FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF S 03-12-53 E 178.32FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 23-56-00 A DIST OF 179.62FT TO A POINT ON A 950FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AND DIST OF S 05-45-01 W 157.53FT TH SLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 09-30-42 A DIST OF 157.71FT TO A POINT ON A 30FT RAD CURVE CONCAVE NLY HAVING A CH BEARING AND DIST OF N 89-00-20 W 60FT TH WLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 180-00-00 A DIST OF 94.25FT TO A POINT ON A 1010FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AND DIST O N 05-43-22 E 166.51FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 09-27-24 A DIST OF 166.70FT TO A POINT ON A 370FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF N 03-16-10 W 152.42FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 23-46-24 A DIST OF 153.52FT TO A POINT ON A 930FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AND DIST OF N 01-34-54 E 546.34FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 34-09-47 A DIST OF 554.52FT TO A POINT ON A 70FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF N 06-41-46 E 25.58FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 21-03-19 A DIST OF 25.72FT TH N 03-49-54 W 70.82FT TO A POINT ON A 640FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF N 03-49-54 W 163.85FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 14-42-32 A DIST OF 164.30FT TH N 05-43-53 W 207.63FT TO A POINT ON A 1180FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AND DIST OF N 02-07-02 W 158.07FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 07-40-51 A DIST OF 158.19FT TO A POINT ON A 2970FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF N 03-02-42 W 237.45FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 04-34-55 A DIST OF 237.51FT TH N 07-30-22 W 49.82FT TO A POINT ON A 80FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF N 26-47-02 W 52.82FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 38-33-20 A DIST OF 53.83FT TO A POINT ON A 50 FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AN DIST OF N 08-14-01 W 61.33FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 75-39-23 A DIST OF 66.02FT TO A POINT ON A 90FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF N 11-02-39 E 57.26FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 37-06-03 A DIST OF 58.28FT TH N 07-30-22 W 154.95FT TO A POINT ON A 2230FT RAD CURVE CONCAVE ELY HAVING A CH BEARING AND DIST OF N 02-01-56 E 451.34FT TH NLY ALONG THE ARC OF SAID CURVE

THROUGH A CEN ANGLE OF 11-36-59 A DIST OF 452.12FT TO A POINT ON A 290FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF N 03-59-50 E 33.90FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 06-42-06 A DIST OF 33.92FT TO A POINT ON A 5570 FT RAD CURVE CONCAVE WLY HAVING A CH BEARING AND DIST OF N 00-29-37 W 416.52FT TH NLY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 04-17-08 A DIST OF 416.62FT TO A POINT ON A 350FT RAD CURVE CONCAVE SELY HAVING A CH BEARING AND DIST OF N 29-15-03 E 369.77FT TH NELY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 63-46-26 A DIST OF 389.57FT TO A POINT ON A 85FT RAD CURVE CONCAVE NWLY HAVING A CH BEARING AND DIST OF N 36-32-58 E 70.74FT TH NELY ALONG THE ARC OF SAID CURVE THROUGH A CEN ANGLE OF 49-10-36 A DIST OF 72.95FT TH N 00-11-36 E 31.23FT TO THE POB

PARCEL NUMBER: 12669-000002
SEC 36 TWP 14 RGE 20
PLAT BOOK UNR
GREY OAKS SURVEY
TRACT 5 BEING MORE FULLY DESC AS FOLLOWS:
COM AT PRM NO 3 BEING THE NW COR OF TRACT 1 GOLDEN OCALA UNIT 1 PLAT BOOK W PAGE 75-80 TH S 00-16-54 W ALONG THE W BDY OF SAID PLAT 2582.83 FT TH S 00-29-01 W 752.07 FT TH S 89-54-52 W 14 FT TH N 00-29-01 E 752.17 FT TH N 00-16-54 E 2122.74 FT TH S 89-54-52 W 6 FT TH N 00-16-54 E 460.10 FT TH S 89-48-25 E 20 FT TO POB.
Parent Parcel: 12669-000-05

PARCEL NUMBER: 12669-002-00
SEC 36 TWP 14 RGE 20
COM SW COR OF BRYAN WOODS SUB PLAT BOOK T PAGE 62
TH S 00-09-33 W ALG W BDY OF BRYAN WOODS PROJECTED SLY 429.74 FT TO NLY ROW OF US HWY 27 TH N 89-50-29 W 176.97 FT ALG ROW TH CONT ALG SAID ROW S 85-02-24 W 496.88 FT TH N 00-09-33 E 657.71 FT TH S 89-06-26 E 671.92 FT TO W BDY OF BRYAN WOODS TH S 00-09-33 W 175 FT TO POB & SLY 50.84 FT OF: COM SW COR OF BRYAN WOODS T-62 TH S 89-49-25 E ALONG THE S BDY OF SUB 310.25 FT TH DEPARTING FROM SAID S BDY S 01-07-21 W 429.56 FT TO THE NLY ROW LINE OF US HWY 27 SAID ROW LINE BEING 175 FT N OF MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID HWY TH N 89-50-37 W ALONG SAID ROW LINE 303.33 FT TO AN INTERSECTION WITH THE W BDY OF BRYAN WOODS PROJECTED SLY SAID W BDY BEING THE W BDY OF THE NE 1/4 OF SEC 36 TH DEPARTING FROM SAID ROW PROCEED N 00-09-33 E ALONG SAID W BDY 429.53 FT TO THE POB
Parent Parcel: 12668-004-00

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE GREYSTONE HILLS PHASE ONE AND PHASE TWO MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements in the Greystone Hills Phase One and Phase Two Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Greystone Hills Phase One and Phase Two Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR GREYSTONE HILLS PHASE ONE AND PHASE TWO MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

GRAYSTONE HILLS PHASE 1
A subdivision as recorded in Plat Book “14”, at Page 010, and Page 011 of the Public Records of Marion County, Florida

GREYSTONE HILLS PHASE 2
A subdivision as recorded in Plat Book “14”, at Page 111, and Page 112 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE HEATHER ISLAND MARKET CENTER MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements in the Heather Island Market Center Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance;

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Heather Island Market Center Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the cost of general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR HEATHER ISLAND MARKET CENTER MUNICIPAL SERVICES BENEFIT UNIT MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “12”, at Page 018, and Page 019 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE HEATHER ISLAND MARKET CENTER PARTIAL REPLAT MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Heather Island Market Center Partial Replat Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Heather Island Market Center Partial Replat Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR HEATHER ISLAND MARKET CENTER PARTIAL REPLAT MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book "14", at Pages 84 and 85 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN HENDERSON'S YELLOW BLUFF IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in Henderson's Yellow Bluff Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Henderson's Yellow Bluff Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR HENDERSON’S YELLOW BLUFF IMPROVEMENT AREA

HENDERSON’S YELLOW BLUFF

The following metes and bounds parcels of the Public Records of Marion County, Florida

PARCEL NUMBER: 16843-000-00
SEC 12 TWP 14 RGE 26
BEG AT A PT 2833 FT E & S 06-37 E 1234 FT AND S 24-32 E 41.5
FT FROM THE 1/4 SEC COR OF THE W BDY TH S 24-32 E 122.6 FT
TH N 77-42-49 E 309.41 FT TH S 11-50-00 E 2.45 FT TH
N 78-10-00 E 137 FT MOL TO THE WATERS OF LAKE GEORGE NWSTLY 95.9 FT
TO A PT THAT IS N 80-49-00 E OF THE POB TH S 80-49-00 W 469
FT MOL TO POB

PARCEL NUMBER: 16845-000-00
SEC 12 TWP 14 RGE 26
COM AT A PT 2833 FT E & S 06-37 E 1234 FT & S 24-32 E 164.1
FT FROM THE W 1/4 COR TH S 24-32 E 102.7 FT N 78-09 E 394 FT
TO THE WATERS OF LAKE GEORGE TH NWLY ALG LAKE TO A PT
TH S 78-10-00 W 137 FT TH N 11-50-00 W 2.45 FT TH
S 77-42-49 E 309.41 TO POB

PARCEL NUMBER: 16827-000-00
SEC 12 TWP 14 RGE 26
COM AT A PT 2833 FT E & S 06 DEG 37*E 1234
FT & S 24 DEG 32*E 266.8 FT FROM W 1/4 SEC COR THENCE
S 24 DEG 32*E 102.6 FT N 78 DEG 07*E 396 FT
TO WATERS OF LAKE GEORGE THENCE NWLY ALONG LAKE TO PT
N 78 DEG 09*E OF POB THENCE S 78 DEG 09*
W 394 FT TO POB

PARCEL NUMBER: 16866-000-00
SEC 12 TWP 14 RGE 26
BEG AT PT E 2833 FT & S 06-37-37 E 1234 FT & S 24-32-00 E 472.1 FT
FROM 1/4 SECTION COR ON W BDY OF SEC 12 TH S 24-32 E 345.40 FT
TH S 24-48 E 40.20 FT TH N 70-21 E 333 FT MOL TO WATERS OF LAKE
GEORGE TH NLY ALG WITH WATERS TO PT N 78-06-00 E FROM POB
TH S 78-06-00 W 373 FT MOL TO POB. &
COM AT A PT 2833 FT E & S 06-37 E 1234 FT & S 24-32 E 369.4 FT FROM THE
W 1/4 SEC COR OF SEC 12 TH S 24-32 E 102.7 FT TH N 78-06 E 373 FT TO
THE WATERS EDGE OF LAKE GEORGE TH NWLY ALONG WATERS EDGE TO A PT
N 78-07 E OF THE POB TH S 78-07 W 396 FT THE TO POB
EXC 30 FT RESERVED FOR ROAD DESC AS FOLLOWS:
COM AT THE POB NAMED ABOVE TH N 78-07-00 E 97.96 FT TO THE POB OF
EXC TRACT NOW BEING DESC TH N 78-07-00 E 37.04 FT TH S 16-09-30 E
100.45 FT TH S 78-06-W 30.08 FT TH N 16-09-30 W 89.72 FT TH
N 47-47-40 W 13.23 FT TO THE POB

PARCEL NUMBER: 16819-000-00
SEC 12 TWP 14 RGE 26
COM AT INT OF E R/WAY OF SR 19 & S BNDY OF
SEC N 27 DEG 49* W ALONG R/WAY 490.92 FT FOR POB THENCE
N 74 DEG 55* E ALONG N*LY R/WAY OF A 66 CTD. FT RD 769.28
FT N 46 DEG 57* E ALONG SAID R/WAY 132.85 FT TO W*LY
R/WAY OF HENDERSON DR N 24 DEG 32*
W ALONG SAID W R/WAY 105.46 FT S 46 DEG 57* W 141 FT
S 74 DEG 55* W CTD. 766.98 FT TO E*LY R/WAY OF SR 19
S 27 DEG 49* E ALONG SAID E R/WAY 102.52 FT TO POB

PARCEL NUMBER: 16825-000-00
SEC 12 TWP 14 RGE 26
COM AT INT OF E R/WAY OF SR 19 & S BNDY OF
SEC THENCE N 27 DEG 49* W ALONG SAID R/WAY 593.44 FT
TO POB N 27 DEG 49* W ALONG SAID R/WAY CTD. 777.80
FT N 80 DEG 49* E 1012 FT S 24 DEG 32* E 594.38 FT
S 46 DEG 57* W 141.44 FT S 74 DEG 55* W 766.98 FT TO POB

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE HUNTINGTON, HUNTINGTON 1st ADDITION AND HUNTINGTON REVISED PORTION IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the _____ Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the _____ Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR HUNTINGTON, HUNTINGTON FIRST ADDITION AND HUNTINGTON REVISED PORTION IMPROVEMENT AREA

A subdivision as recorded in Plat Book R, at Page (s) 62, 72 and 109 of the Public Records of Marion County, Florida

AND
INCLUDING OUT PARCELS/TO INCLUDE PARCELS:

PARCEL NUMBER: 29697-016-01
SEC 24 TWP 15 RGE 22
COM AT THE SE COR OF SW 1/4 OF SEC 24 TH N 00-12-00 W 997.76 FT TH
S 89-50-48 W 408.39 FT TO THE POB TH S 00-05-40 E 226.30 FT TH
S 89-50-48 W 256.65 FT TH N 00-05-40 W 226.30 FT TH N 89-50-48 E
256.65 FT TO THE POB
TOGETHER WITH A NON EXCLUSIVE EASEMENT:
BEG AT ABOVE DESC POB TH N 89-50-48 E 408.39 FT TH N 00-12-00 W
372.62 FT TH THE TO WLY ROW OF SE 52ND CT TH S ALG ROW 30 FT TH
W 250 FT TH S 00-12-00 E 386.62 FT TH S 89-50-48 W 438.45 FT TH
N 00-05-40 W 40 FT TO POB

PARCEL NUMBER: 29697-016-03
SEC 24 TWP 15 RGE 22
COM AT SE COR OF SW 1/4 TH N 00-12-00 W 997.76 FT TH
S 89-50-48 W 204.16 FT TO POB TH S 00-05-40 E 215.15
FT TH S 89-50-48 W 204.22 FT TH N 00-05-40 W 215.15 FT
TH N 89-50-48 E 204.22 FT TO POB TOGETHER WITH A
NON-EXCLUSIVE EASEMENT FOR INGRESS & EGRESS COM AT
ABOVE DESC POB TH S 00-04-40 E 175.15 FT TO POB TH
N 89-50-48 E 204.57 FT TH S 00-12-00 E 40 FT TH
S 88-55-57 W 60.01 FT TH S 89-50-48 W 144.56 FT TO POB

PARCEL NUMBER 29697-016-04
SEC 24 TWP 15 RGE 22
COM AT SE COR OF SE 1/4 TH N 00-12-00 W 783.56 FT
TO POB TH S 88-55-57 W 60.01 FT TH S 89-50-48 W
144.56 FT TH N 00-05-40 W 215.15 FT TH N 89-50-48 E
204.16 FT TH S 00-12-00 E 214.20 FT TO POB

PARCEL NUMBER: 2970-002-006
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 109
HUNTINGTON REVISED PORTION
BLK B LOT 6

PARCEL NUMBER: 2970-002-007
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 109
HUNTINGTON REVISED PORTION
BLK B LOT 7

PARCEL NUMBER: 2970-002-008
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 109
HUNTINGTON REVISED PORTION
BLK B LOT 8

PARCEL NUMBER: 2970-002-009
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 109
HUNTINGTON REVISED PORTION
BLK B LOT 9

PARCEL NUMBER: 2970-002-010
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 109
HUNTINGTON REVISED PORTION
BLK B LOT 10

PARCEL NUMBER: 2970-002-011
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 109
HUNTINGTON REVISED PORTION
BLK B LOT 11

PARCEL NUMBER: 2970-002-013
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 109
HUNTINGTON REVISED PORTION
BLK B LOT 13

PARCEL NUMBER: 2970-002-014
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 109
HUNTINGTON REVISED PORTION
BLK B LOT 14

PARCEL NUMBER: 2970-002-015
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 109
HUNTINGTON REVISED PORTION
BLK B LOT 15

PARCEL NUMBER: 2970-002-016
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 109
HUNTINGTON REVISED PORTION
BLK B LOT 16

PARCEL NUMBER: 2970-003-007
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK C LOT 7

PARCEL NUMBER: 2970-003-008
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK C LOT 8

PARCEL NUMBER: 2970-003-009
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK C LOT 9

PARCEL NUMBER: 2970-003-010
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK C LOT 10

PARCEL NUMBER: 2970-003-011
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK C LOT 11

PARCEL NUMBER: 2970-003-012
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK C LOT 12

PARCEL NUMBER: 2970-003-013
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK C LOT 13

PARCEL NUMBER: 2970-003-014
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK C LOT 14

PARCEL NUMBER: 2970-004-001
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK D LOT 1

PARCEL NUMBER: 2970-004-002
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK D LOT 2

PARCEL NUMBER: 2970-004-003
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK D LOT 3

PARCEL NUMBRER: 2970-004-004
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK D LOT 4

PARCEL NUMBER: 2970-004-005
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK D LOT 5

PARCEL NUMBER: 2970-004-006
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON
BLK D LOT 6

PARCEL NUMBER: 2970-004-007
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 062
HUNTINGTON BLK D LOT 7

PARCEL NUMBRER: 2971-005-001
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 072
HUNTINGTON 1ST ADD
BLK E LOT 1 &
E 254.67 FT OF N 1/2 OF SE 21 ST LANE

PARCEL NUMBER: 2971-006-001
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 072
HUNTINGTON 1ST ADD
BLK F LOT 1

PARCEL NUMBER: 2971-006-002
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 072
HUNTINGTON 1ST ADD
BLK F LOT 2

PARCEL NUMBER: 2971-006-003
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 072
HUNTINGTON 1ST ADD
BLK F LOT 3

PARCEL NUMBER: 2971-007-001
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 072
HUNTINGTON 1ST ADD
BLK G LOT 1

PARCEL NUMBER: 2971-007-002
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 072
HUNTINGTON 1ST ADD
BLK G LOT 2

PARCEL NUMBRER: 2971-007-003
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 072
HUNTINGTON 1ST ADD
BLK G LOT 3 EXC E 10 FT

PARCEL NUMBER: 2971-007-004
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 072
HUNTINGTON 1ST ADD
BK G LOT 4 & E 10 FT OF LOT 3

PARCEL NUMBER: 2971-007-005
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 072
HUNTINGTON 1ST ADD
BLK G LOT 5
& E 254.67 FT OF S 1/2 OF SE 21 ST LANE

PARCEL NUMBER: 2971-008-001
SEC 24 TWP 15 RGE 22
PLAT BOOK R PAGE 072
HUNTINGTON 1ST ADD
BLK H LOT 1

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE INDIAN MEADOWS MUNICIPAL SERVICE BENEFIT UNIT FOR STREET LIGHTING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Indian Meadows Municipal Service Benefit Unit for Street Lighting; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Indian Meadows Municipal Service Benefit Unit for Street Lighting shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of street lighting.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR INDIAN MEADOWS MUNICIPAL SERVICE BENEFIT UNIT FOR STREET LIGHTING

A subdivision as recorded in Plat Book "4", at Pages 138 and 139 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE INDUSTRIAL 35 UNIT 1 IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Industrial 35 Unit 1 Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Industrial 35 Unit 1 Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR INDUSTRIAL 35 UNIT 1 IMPROVEMENT AREA

A subdivision as recorded in Plat Book "X", at Page 83 and Page 84 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE INDUSTRIAL 35 UNIT 2 IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Industrial 35 Unit 2 Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Industrial 35 Unit 2 Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR INDUSTRIAL 35 UNIT 2 IMPROVEMENT AREA

A subdivision as recorded in Plat Book "X", at Page 85 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE JB RANCH SUBDIVISION PHASE 2A MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the JB Ranch Subdivision Phase 2A Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the JB Ranch Subdivision Phase 2A Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR JB RANCH SUBDIVISION PHASE 2A MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “15”, at Page 64, Page 65, Page 66, Page 67, Page 68, and Page 69 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE JOG ACRES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Jog Acres Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Jog Acres Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR JOG ACRES IMPROVEMENT AREA

A subdivision as recorded in Plat Book "X", at Page 19, Page 20, and Page 21 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE JOG ACRES FIRST ADDITION IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Jog Acres First Addition Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Jog Acres First Addition Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 202.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR JOG ACRES FIRST ADDITION IMPROVEMENT AREA

A subdivision as recorded in Plat Book "3", at Page 119 and Page 120 of the Public Records of Marion County, Florida

RESOLUTION NO. 25-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE KINGSLAND COUNTRY ESTATES WHISPERING PINES/KINGSLAND COUNTRY ESTATES FOREST GLENN MUNICIPAL SERVICE BENEFIT UNIT FOR STREET LIGHTING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Kingsland County Estates Whispering Pines/Kingsland Country Estates Forest Glenn Municipal Service Benefit Unit for Street Lighting; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Kingsland County Estates Whispering Pines/Kingsland Country Estates Forest Glenn Municipal Service Benefit Unit for Street Lighting shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of street lighting.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR KINGSLAND COUNTRY ESTATES WHISPERING PINES/KINGSLAND COUNTRY ESTATES FOREST GLENN MUNICIPAL SERVICE BENEFIT UNIT FOR STREET LIGHTING

KINGSLAND COUNTRY ESTATES WHISPERING PINES
A subdivision as recorded in Plat Book “N” Page 86, Page 87, Page 88, Page 89, Page 90, Page 91, Page 92, Page 93, Page 94, Page 95, and Page 96 of the Public Records of Marion County, Florida

KINGSLAND COUNTRY ESTATES FOREST GLENN
A subdivision as recorded in Plat Book “P” at Page 1, Page 2, Page 3, Page 4, Page 5, Page 6, Page 7, Page 8, and Page 9 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE LANDFAIR UNIT 1 IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Landfair Unit 1 Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Landfair Unit 1 Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR LANDFAIR UNIT 1 IMPROVEMENT AREA

A subdivision as recorded in Plat Book "Y", at Page 53, Page 54, and Page 55 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN LAUREL COMMONS MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Laurel Commons Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Laurel Commons Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR LAUREL COMMONS MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “15”, at Page 130, Page 131, Page 132, Page 133, and Page 134 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE LEONARDO ESTATES – 2ND LOOP, 47TH-50TH CT IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Leonardo Estates- 2nd Loop, 47th-50th Ct Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Leonardo Estates – 2nd Loop, 47th-50th Ct Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR LEONARDO ESTATES- 2ND LOOP, NE 47TH CT., NE 49th AVE, NE 50th AVE AND NE 50TH CT. IMPROVEMENT AREA

A subdivision as recorded in Plat Book "K", at Page (s) 40 of the Public Records of Marion County, Florida

AND
INCLUDING OUT PARCELS/TO INCLUDE PARCELS

2742-001-020
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOTS 20.21.22.23

2742-001-024
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 24

2742-001-025
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 25

2742-001-026
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 26

2742-001-027
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 27

2742-001-028
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 28

2742-001-029
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 29

2742-001-030
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 30

2742-001-031
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 31

2742-001-032
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 32

2742-001-033
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 33

2742-001-034
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 1 LOT 34

2742-009-004
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 9 LOT 4

2742-009-005
SEC 13 TWP 15 RGE 22

PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 9 LOT 5

2742-009-006
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 9 LOT 6

2742-009-007
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 9 LOT 7

2742-009-008
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 9 LOT 8

2742-009-009
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 9 LOT 9

2742-009-010
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 9 LOT 10

2742-009-011
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 9 LOT 11

2742-009-012
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 9 LOT 12

2742-009-013
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 9 LOT 13

2742-010-006
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 6

2742-010-007
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 7

2742-010-008
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 8

2742-010-009
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 9

2742-010-010
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 10

2742-010-011
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 11

2742-010-012
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 12

2742-010-013
SEC 13 TWP 15 RGE 22

PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 13

2742-010-014
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 14

2742-010-015
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 15

2742-010-016
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 16

2742-010-017
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 17

2742-010-018
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 18

2742-010-019
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 19

2742-010-020
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 20

2742-010-021
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 10 LOT 21

2742-011-001
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 1

2742-011-002
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 2

2742-011-003
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 3

2742-011-004
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 4

2742-011-005
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 5

2742-011-006
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 6

2742-011-007
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 7

2742-011-008
SEC 13 TWP 15 RGE 22

PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 8

2742-011-009
SEC 13 TWP 15 RGE 22
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2742-011-010
SEC 13 TWP 15 RGE 22
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2742-011-011
SEC 13 TWP 15 RGE 22
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2742-011-012
SEC 13 TWP 15 RGE 22
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BLK 11 LOT 12

2742-011-013
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 11 LOT 13

2742-011-014
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 14

2742-011-015
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 15

2742-011-016
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 16

2742-011-017
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 17

2742-011-018
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 18

2742-011-019
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 19

2742-011-020
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 20

2742-011-021
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 11 LOT 21

2742-011-022
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 3

2742-011-023
SEC 13 TWP 15 RGE 22
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2742-011-024
SEC 13 TWP 15 RGE 22

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LEONARDO ESTATES
BLK 11 LOT 24

2742-011-025
SEC 13 TWP 15 RGE 22
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BLK 11 LOT 25

2742-011-026
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 11 LOT 26

2742-011-027
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 11 LOT 27

2742-011-028
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 28

2742-011-029
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 11 LOT 29

2742-011-030
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 11 LOT 30

2742-012-001
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 12 LOT 1

2742-012-002
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 12 LOT 2

2742-012-003
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 12 LOT 3

2742-012-004
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 12 LOT 4

2742-012-005
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 12 LOT 5

2742-012-006
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 12 LOT 6

2742-012-007
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 12 LOT 7

2742-012-008
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 12 LOT 8

2742-012-009
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 12 LOT 9

2742-012-010
SEC 13 TWP 15 RGE 22

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2742-012-011
SEC 13 TWP 15 RGE 22
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BLK 12 LOT 11

2742-012-012
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 12 LOT 12

2742-012-013
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 12 LOT 13

2742-013-001
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 1

2742-013-002
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
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2742-013-003
SEC 13 TWP 15 RGE 22
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BLK 13 LOT 3

2742-013-004
SEC 13 TWP 15 RGE 22
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BLK 13 LOT 4

2742-013-005
SEC 13 TWP 15 RGE 22
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LEONARDO ESTATES
BLK 13 LOT 5

2742-013-006
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 6

2742-013-007
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 7

2742-013-008
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 8

2742-013-009
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 9

2742-013-010
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 10

2742-013-011
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 11

2742-013-012
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 12

2742-013-013
SEC 13 TWP 15 RGE 22

PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 13

2742-013-014
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 14

2742-013-015
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 13 LOT 15

2742-014-001
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 1

2742-014-002
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 2

2742-014-003
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 3

2742-014-004
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 4

2742-014-005
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 5

2742-014-006
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 6 & W 1/2 OF LOT 7

2742-014-008
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 8 & E 1/2 OF LOT 7

2742-014-009
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 9

2742-014-010
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 10

2742-014-011
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 11

2742-014-012
SEC 13 TWP 15 RGE 22
PLAT BOOK K PAGE 040
LEONARDO ESTATES
BLK 14 LOT 12

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE LIBERTY VILLAGE PHASE 1 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Liberty Village Phase 1 Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Liberty Village Phase 1 Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR LIBERTY VILLAGE PHASE 1 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “14”, at Page 126, Page 127, Page 128, and Page 129 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE LIBERTY VILLAGE PHASE 2 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Liberty Village Phase 2 Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Liberty Village Phase 2 Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR LIBERTY VILLAGE PHASE 2 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “15”, at Page 26 and Page 27 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE LONG LAKE HEIGHTS EXTENSION ESTATES MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Long Lake Heights Extension Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Long Lake Heights Extension Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR LONG LAKE HEIGHTS EXTENSION MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

An unrecorded subdivision as identified in Plat Book “UNR”of the Public Records of Marion County, Florida

PARCEL NUMBER: 32274-007-00

PARCEL NUMBER: 32274-002-00

PARCEL NUMBER: 32274-005-00

PARCEL NUMBER: 32274-003-00

PARCEL NUMBER: 32274-008-03

PARCEL NUMBER: 32275-000-00

PARCEL NUMBER: 32275-000-00

PARCEL NUMBER: 32274-009-00

PARCEL NUMBER: 32274-006-02

PARCEL NUMBER: 32274-008-01

PARCEL NUMBER: 32274-008-02

PARCEL NUMBER: 32274-004-00

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE MARICAMP MARKET CENTRE MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Maricamp Market Centre subdivision in the proposed Maricamp Market Centre Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Maricamp Market Centre Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the cost of general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR MARICAMP MARKET CENTRE MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “11”, at Page 081, Page 082, Page 083, and Page 084 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE MARICAMP MARKET CENTRE REPLAT PHASE 1 AND PHASE 2 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements in the Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Services Benefit Unit; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the cost of general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR MARICAMP MARKET CENTRE REPLAT PHASE 1 AND PHASE 2 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

MARICAMP MARKET CENTRE REPLAT PHASE 1
A subdivision as recorded in Plat Book “12”, at Page 100, and Page 101 of the Public Records of Marion County, Florida

MARICAMP MARKET CENTRE REPLAT PHASE 2
A subdivision as recorded in Plat Book “13”, at Page 199, and Page 200 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE MARION COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR FIRE RESCUE SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 03-13, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Marion County Municipal Service Benefit Unit for Fire Rescue Services, and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S., and Ordinance No. 03-13; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Marion County Municipal Service Benefit Unit for Fire Rescue Services, shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of fire rescue services.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR MARION COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR FIRE RESCUE SERVICES

The boundaries of Marion County as provided in Section 7.42, F. S., excluding the municipality of the City of Ocala.

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE MARION COUNTY MSBU FOR RESIDENTIAL SOLID WASTE SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 07-35, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Marion County MSBU for Residential Solid Waste Services; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S., and Ordinance No. 07-35; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Marion County MSBU for Residential Solid Waste Services shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of solid waste services.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR MARION COUNTRY MSBU FOR RESIDENTIAL SOLID WASTE SERVICES

The boundaries of Marion County as provided in Section 7.42, F.S., excluding the municipalities of the City of Ocala and the City of Dunnellon, the Town of Reddick, the City of Belleview and the Town of McIntosh.

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE MARION OAKS MUNICIPAL SERVICE TAXING UNIT FOR GENERAL SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Marion Oaks Municipal Service Taxing Unit for General Services; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSTU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Marion Oaks Municipal Service Taxing Unit for General Services shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSTU to fund the cost of general services.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
CARL ZALAK III, CHAIRMAN

“EXHIBIT A”

LEGAL DESCRIPTION FOR MARION OAKS MUNICIPAL SERVICE TAXING UNIT FOR GENERAL SERVICES

UNIT 1

A subdivision as recorded in Plat Book “O”, at Page 001, Page 002, Page 003, Page 004, Page 005, Page 006, Page 007, Page 008, Page 009, Page 010, Page 011, Page 012, Page 013, Page 014, Page 015, Page 016, Page 017, and Page 018 of the Public Records of Marion County, Florida

UNIT 2

A subdivision as recorded in Plat Book “O”, at Page 019, Page 020, Page 021, Page 022, Page 023, Page 024, Page 025, Page 026, Page 027, Page 028, Page 029, Page 030, Page 031, Page 032, Page 033, Page 034, and Page 035 of the Public Records of Marion County, Florida

UNIT 3

A subdivision as recorded in Plat Book “O”, at Page 036, Page 037, Page 038, Page 039, Page 040, Page 041, Page 042, Page 043, Page 044, Page 045, Page 046, Page 047, Page 048, Page 049, Page 050, Page 051, and Page 052 of the Public Records of Marion County, Florida

UNIT 4

A subdivision as recorded in Plat Book “O”, at Page 053, Page 054, Page 055, Page 056, Page 057, Page 058, Page 059, Page 060, Page 061, Page 062, Page 063, Page 064, Page 065, Page 066, Page 067, Page 068, Page 069, Page 070, Page 071, Page 072, Page 073, Page 074, Page 075, Page 076, Page 077, Page 078, Page 079, and Page 080 of the Public Records of Marion County, Florida

UNIT 5

A subdivision as recorded in Plat Book “O”, at Page 081, Page 082, Page 083, Page 084, Page 085, Page 086, Page 087, Page 088, Page 089, Page 090, Page 091, Page 092, Page 093, Page 094, Page 095, Page 096, Page 097, Page 098, Page 099, Page 100, Page 101, Page 102, Page 103, Page 104, Page 105, and Page 106 of the Public Records of Marion County, Florida

UNIT 6

A subdivision as recorded in Plat Book “O”, at Page 107, Page 108, Page 109, Page 110, Page 111, Page 112, Page 113, Page 114, Page 115, Page 116, Page 117, Page 118, Page 119, Page 120, Page 121, Page 122, Page 123, Page 124, Page 125, Page 126, Page 127, Page 128, Page 129, Page 130, Page 131, Page 132, Page 133, Page 134, Page 135, Page 136, Page 137, Page 138, and Page 139 of the Public Records of Marion County, Florida

UNIT 7

A subdivision as recorded in Plat Book “O”, at Page 140, Page 141, Page 142, Page 143, Page 144, Page 145, Page 146, Page 147, Page 148, Page 149, Page 150, Page 151, Page 152, and Page 153 of the Public Records of Marion County, Florida

UNIT 8

A subdivision as recorded in Plat Book “O”, at Page 154, Page 155, Page 156, Page 157, Page 158, Page 159, Page 160, Page 161, Page 162, and Page 163 of the Public Records of Marion County, Florida

UNIT 9

A subdivision as recorded in Plat Book “O”, at Page 164, Page 165, Page 166, Page 167, Page 168, Page 169, Page 170, Page 171, Page 172, Page 173, Page 174, Page 175, Page 176, Page 177, Page 178, Page 179, Page 180, Page 181, Page 182, Page 183, Page 184, Page 185, Page 186, Page 187, Page 188, Page 189, Page 190, Page 191, Page 192, and Page 193 of the Public Records of Marion County, Florida

UNIT 10

A subdivision as recorded in Plat Book “O”, at Page 194, Page 195, Page 196, Page 197, Page 198, Page 199, Page 200, Page 201, Page 202, Page 203, Page 204, Page 205, Page 206, Page 207, Page 208, Page 209, Page 210, Page 211, Page 212, and Page 213 of the Public Records of Marion County, Florida

UNIT 11

A subdivision as recorded in Plat Book “O”, at Page 214, Page 215, Page 216, Page 217, Page 218, Page 219, Page 220, Page 221, Page 222, Page 223, and Page 224 of the Public Records of Marion County, Florida

UNIT 12

A subdivision as recorded in Plat Book “O”, at Page 225, Page 226, Page 227, Page 228, Page 229, Page 230, Page 231, Page 232, Page 233, Page 234, Page 235, and Page 236 of the Public Records of Marion County, Florida

REPLAT OF TRACT “D” OF MARION OAKS UNIT TWELVE

A subdivision as recorded in Plat Book “004”, at Page 131, and Page 132 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE MARION RANCH PHASE 1 AND PHASE 2 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Bahia Villa Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Bahia Villa Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR MARION RANCH PHASE 1 AND PHASE 2 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “015”, at Page 197 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE MILLWOOD ESTATES MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Millwood Estates Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Millwood Estates Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR MILLWOOD ESTATES MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “15”, at Page 121, Pages 122, Page 123, Page 124, Page 125, Page 126, Page 127, Page 128. And Page 129 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE NICHOLAS ESTATES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Nicholas Estates Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Nicholas Estates Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR NICHOLAS ESTATES IMPROVEMENT AREA

A subdivision as recorded in Plat Book "U", at Page 28 and Page 29 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE OAK HAMMOCK PRESERVE MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Oak Hammock Preserve Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Oak Hammock Preserve Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR OAK HAMMOCK PRESERVE MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “15”, at Page 161, Pages 162, Page 163, Page 164, and Page 165 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE OAKS AT OCALA CROSSINGS SOUTH PHASE ONE AND PHASE TWO MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Oaks at Ocala Crossings Phase One and Phase Two Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Oaks at Ocala Crossings Phase One and Phase Two Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR OAKS AT OCALA CROSSINGS SOUTH PHASE ONE AND PHASE TWO MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

OAKS AT OCALA CROSSINGS SOUTH PHASE 1
A subdivision as recorded in Plat Book "14", at Page 012, and Page 013 of the Public Records of Marion County, Florida

OAKS AT OCALA CROSSINGS SOUTH PHASE 2
A subdivision as recorded in Plat Book "14", at Page 113, and Page 114 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE OCALA CROSSINGS SOUTH PHASE 1 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Ocala Crossings South Phase 1 Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Ocala Crossings South Phase 1 Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR OCALA CROSSINGS SOUTH PHASE 1 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “15”, at Page 28, Pages 29, Page 30, Page 31,Page 32, Page 33, Page 34 and Page 35 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE OCALA HIGHLANDS ESTATES/ OCALA HIGHLANDS ESTATES 1ST ADDITION MUNICIPAL SERVICE BENEFIT UNIT FOR STREET LIGHTING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Ocala Highland Estates/Ocala Highlands Estates 1st Addition subdivision in the proposed Ocala Highland Estates/Ocala Highlands Estates 1st Addition Municipal Service Benefit Unit for Street Lighting; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Ocala Highland Estates/Ocala Highlands Estates 1st Addition Municipal Service Benefit Unit for Street Lighting shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSBU to fund the cost of street lighting.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

"EXHIBIT A"

LEGAL DESCRIPTION FOR OCALA HIGHLANDS ESTATES/ OCALA HIGHLANDS ESTATES 1ST ADDITION MUNICIPAL SERVICE BENEFIT UNIT FOR STREET LIGHTING

OCALA HIGHLANDS ESTATES
A subdivision as recorded in Plat Book "K", at Page 001, and Page 002 of the Public Records of Marion County, Florida

OCALA HIGHLANDS ESTATES 1ST ADDITION
A subdivision as recorded in Plat Book "S", at Page 030, and Page 31 of the Public Records of Marion County, Florida

AND INCLUDING OUT PARCELS
14758-001-00, 15216-001-00, 15216-001-01, 15216-001-02 & 15216-000-00

PARCEL NUMBER: 14758-001-00
SEC 20 TWP 14 RGE 22
COM SW COR OF SW 1/4 OF SEC 20 TWP 14 RGE 22 THENCE N 00-37-32 E ALG W LINE OF SW 1/4 1548.44 FT FOR POB THENCE CONTINUE N 00-37-32 E ALG SAID W LINE 665.60 FT TO SE COR OF LOT 1 BLK 24 OF OCALA HIGHLANDS EST 1ST ADD AS PER PLAT BOOK S PAGE 30- AND 31 THENCE W ALG S LINE OF LOT 1 133.12 FT TO A PT ON E ROW OF NW 1ST AV THENCE N ALG E ROW 350 FT TO POC OF A CURVE CONCAVE NWLY HAVING A RADIUS OF 25 FT AND A CENTRAL ANGLE OF 90-00-00 THENCE NELY ALG AND WITH ARC OF SAID CURVE AN ARC DISTANE OF 39.27 FT TO PT OF SAID CURVE SAID PT BEING A PT ON S ROW SR 326 (NW 70TH ST) BEING 100 FT ROW THENCE E ALG SAID ROW 495.38 FT THENCE DEPARTING FROM SAID S ROW S 00-37-32 W 565.03 FT THENCE S 44-22-28 E 67.67 FT THENCE S 00-37-32 W 244.95 FT THENCE N 89-46-04 W 194.01 FT THENCE S 00-23-46 W 184 FT THENCE N 89-46-04 W 237.74 FT TO POB

PARCEL NUMBER: 15216-001-00
SEC 30 TWP 14 RGE 22
N 466.67 FT OF W 466.67 FT OF W 3/4 OF NW 1/4 OF NE 1/4 EX S 1/2 & N 20 FT OF E 211.11 FT OF W 677.78 FT OF W 3/4 OF NW 1/4 OF NE 1/4 & W 20 FT OF LOT 2 BLK 8 OCALA HIGHLANDS ESTATES
Parent Parcel: 15216-001-00

PARCEL NUMBER: 15216-001-01
SEC 30 TWP 14 RGE 22
S 1/2 OF N 466.67 FT OF W 466.67 FT OF W 3/4 OF NW ¼ OF NE 1/4 & E 20 FT OF W 40 FT OF LOT 2 BLK 8 OF OCALA HIGHLAND ESTATES PER PLAT BOOK K PAGE 1 & N 40 FT OF E 231.11 FT OF W 677.78 FR OF W 3/4 OF NW 1/4 OF NE 1/4 LESS AND EXCEPT N 20 FT OF E 211.11 FT THEREOF TOGETHER WITH AN 20 FT EASMENT OVER AND ACROSS E 20 FT OF N 1/2 OF W 466.67 FT OF W 3/4 OF NW 1/4 OF NE ¼

PARCEL NUMBER: 15216-001-02
SEC 30 TWP 14 RGE 22
N 757.22 FT OF W 300 FT OF W 3/4 OF NW 1/4 OF NE 1/4EXC N 466.67 FT
Parent Parcel: 15216-000-00

PARCEL NUMBER: 15216-000-00
SEC 30 TWP 14 RGE 22
W 3/4 OF NW 1/4 OF NE 1/4 EX N 466.67 FT OF W 466.67 FT & EX N 20 FT OF E 211.11 FT OF W 677.78 FT & E 40 FT OF W 60 FT LOT 2 BK 8 OCALA HIGHLANDS ESTATES EX E 20 FT OF W 40 FT OF LOT 2 BLK 8 & EX N 40 FT OF E 231.11 FT OF W 667.78 FT OF W 3/4 EX N 20 FT OF E 211.11 FT EXCS 290.55 FT OF N 757.22 FT OF W 300 FT OF W 3/4 OF NW 1/4 OF NE 1/4 & EXCEPT COM AT NE COR OF SEC 30, S 89-39-05 W 1241.04 FT, TH S 00-10-33 E 1264.56 FT TO POB, TH S 00-10-33 E 60 FT, TH S 89-40-25 W 413 FT, N 00-10-33 W 60 FT, TH N 89-40-25 E 413 FT TO POB ELY 25 FT TO BE USED AS COMMON ROADWAY

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE UNIT ONE OF OCALA OAKS IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Unit One of Ocala Oaks Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Unit One of Ocala Oaks Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR UNIT ONE OF OCALA OAKS IMPROVEMENT AREA

A subdivision as recorded in Plat Book "S", at Page 123, Page 124, and Page 125 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE OCALA OAKS UNIT NO. 2 IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Ocala Oaks Unit No. 2 Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Ocala Oaks Unit No. 2 Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR OCALA OAKS UNIT NO. 2 IMPROVEMENT AREA

A subdivision as recorded in Plat Book "T", at Page 75 and Page 76 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE OCALA RANCHETTES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Ocala Ranchettes Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Ocala Ranchettes Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR OCALA RANCHETTES IMPROVEMENT AREA

A subdivision as recorded in Plat Book "N", at Page 57, Page 58, Page 59, Page 60, Page 61, and Page 62 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE OCALA RIDGE (BILTMORE PARK) UNIT NO. 7 NO. 10 NO. 11 – NW 52ND AVENUE IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Ocala Ridge (Biltmore Park) Unit No. 7 No. 10 No.11 – NW 52nd Avenue Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Ocala Ridge (Biltmore Park) Unit No. 7 No. 10 No.11 – NW 52nd Avenue Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

"EXHIBIT A"

LEGAL DESCRIPTION FOR OCALA RIDGE (BILTMORE PARK) UNIT NO. 7 NO. 10 NO. 11 – NW 52ND AVENUE IMPROVEMENT AREA

Ocala Ridge (Biltmore Park) Unit 7

A subdivision as recorded in Plat Book "G", at Page 042 of the Public Records of Marion County, Florida

TO INCLUDE PARCELS:

2307-001-101, 2307-001-105, 2307-001-108, 2307-001-111, 2307-001-114, 2307-001-118 2307-001-120, 2307-001-122, 2307-001-125, 2307-001-131, 2307-001-134, 2307-001-137 2307-001-140, 2307-001-143, 2307-001-149, 2307-001-152, 2307-001-155, 2307-001-158 2307-001-161, 2307-001-164, 2307-001-167, 2307-108-001, 2307-108-005, 2307-108-009 2307-108-012, 2307-108-016, 2307-108-019, 2307-108-025, 2307-108-028, 2307-108-031 2307-108-034, 2307-108-037, 2307-108-040, 2307-108-045, 2307-109-040 & 2307-109-045

PARCEL NUMBER: 2307-001-101
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 101.102.103.104

PARCEL NUMBER: 2307-001-105
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 105.106.107

PARCEL NUMBER:2307-001-108
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 42
OCALA RIDGE UNIT 7
BLK A LOTS 108.109.110

PARCEL NUMBER: 2307-001-111
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 111.112.113

PARCEL NUMBER: 2307-001-114
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042

OCALA RIDGE UNIT 7
BLK A LOTS 114.115.116.117

PARCEL NUMBER: 2307-001-118

SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 118.119

PARCEL NUMBER: 2307-001-120
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 040
OCALA RIDGE UNIT 7
BLK A LOTS 120.121

PARCEL NUMBER: 2307-001-122
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 42
OCALA RIDGE UNIT 7
BLK A LOTS 122.123.124

PARCEL NUMBER: 2307-001-125
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 125.126.127.128.129.130

PARCEL NUMBER: 2307-001-131
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 131.132.133

PARCEL NUMBER: 2307-001-134
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 134.135.136

PARCEL NUMBER: 2307-001-137
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 137.138.139
PARCEL NUMBER: 2307-001-140
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 140.141.142

PARCEL NUMBER: 2307-001-143
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7

BLK A LOTS 143.144.145.146.147.148
RESERVING, EXCEPTIONG AND SUB TO A PREPETUAL EASEMENT :
A 20 FT WIDE STRIP OF LAND BEING PORTION OF LOTS 144 & 145 THE CENTERLINE OF STRIP DESC AS FOLLOWS: COM AT SW COR OF LOT 143 OF BLK A TH N 00-35-09 E 45.47 FT TO POB TH S 89-43-59 E 104.09 FT TO PT OF TERMINUS THE SIDES OF THE ABOVE SAID STRIP EITHER LENGTHENING OR SHORTENING TO FORM A MATHMATICALLY CLOSED FIGURE.

PARCEL NUMBER: 2307-001-149
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 149.150.151

PARCEL NUMBER: 2307-001-152
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 152.153.154

PARCEL NUMBER: 2307-001-155
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 155.156.157

PARCEL NUMBER: 2307-001-158
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 158.159.160

PARCEL NUMBER: 2307-001-161
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 161.162.163

PARCEL NUMBER: 2307-001-164
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 164.165.166

PARCEL NUMBER: 2307-001-167
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK A LOTS 167.168.169

PARCEL NUMBER: 2307-108-001
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 42
OCALA RIDGE UNIT 7
BLK H-1 LOTS 1.2.3 & N 16 FT OF LOT 4

PARCEL NUMBER: 2307-108-005
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 5.6.7 & S 10 FT OF LOT 4 & N 10 FT OF LOT 8

PARCEL NUMBER: 2307-108-009
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 9.10.11 & S 16 FT OF LOT 8 & N 5 FT OF LOT 12

PARCEL NUMBER: 2307-108-012
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 THE S 21 FT OF LOT 12 & LOTS 13.14.15

PARCEL NUMBER: 2307-108-016
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 16.17.18

PARCLE NUMBER: 2307-108-019
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 19.20.21

PARCEL NUMBER: 2307-108-025
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 42
OCALA RIDGE UNIT 7
BLK H-1 LOTS 22.23.24.25.26.27

PARCEL NUMBER: 2307-108-028
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 28.29.30

PARCEL NUMBER: 2307-108-031
SEC 09 TWP 15 RGE 21

PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 31.32.33

PARCEL NUMBER: 2307-108-034
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 34.35.36

PARCEL NUMBER: 2307-108-037
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 37.38.39

PARCEL NUMBER: 2307-108-040
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 40.41.42.43.44

PARCEL NUMBER: 2307-108-045
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK H-1 LOTS 45.46.47.48.49.50

PARCEL NUMBER: 2307-109-040
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK 1-1 LOTS 40.41.42.43.44

PARCEL NUMBER: 2307-109-045
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 042
OCALA RIDGE UNIT 7
BLK I-1 LOTS 45.46.47.48.49

Ocala Ridge (Biltmore Park) Unit 10

A subdivision as recorded in Plat Book “G”, at Page 045 of the Public Records of Marion County, Florida

TO INCLUDE PARCELS:

2310-001-170, 2310-001-173, 2310-001-176, 2310-001-179, 2310-001-182, 2310-001-185 2310-001-188, 2310-001-194, 2310-001-167, 2310-001-200, 2310-001-203, 2310-001-206 2310-001-212, 2310-001-215, 2310-001-218, 2310-124-001, 2310-124-005, 2310-124-010 2310-124-016, 2310-124-019, 2310-124-022, 2310-001-215, 2310-001-218, 2310-124-001

2310-124-005, 2310-124-010, 2310-124-016, 22310-124-019, 2310-124-022, 2310-124-028
2310-124-031, 2310-124-034, 2310-124-037, 2310-124-040, 2310-124-043 & 2310-124-046

PARCLE NUMBER: 2310-001-170
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 170.171.172

PARCEL NUMBER: 2310-001-173
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 173.174.175

PARCEL NUMBER: 2310-001-176
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 176.177.178
PARCEL NUMBER: 2310-001-179
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 179.180.181

PARCEL NUMBER: 2310-001-182
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 182.183.184

PARCEL NUMBER: 2310-001-185
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 185.186.187

PARCEL NUMBER: 2310-001-188
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 188.189.190.191.192.193

PARCEL NUMBER: 2310-001-194
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 194.195.196

PARCEL NUMBER: 2310-001-197
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 197.198.199

PARCEL NUMBER: 2310-001-200
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 200.201.202

PARCEL UMBER: 2310-001-203
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 203.204.205

PARCEL NUMBER: 2310-001-206
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 206.207.208.209.210.211

PARCEL NUMBER: 2310-001-212
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 212.213.214

PARCEL NUMBER: 2310-001-215
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 215.216.217

PARCEL NUMBER: 2310-001-218
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK A LOTS 218.219

PARCEL NUMBER: 2310-124-001
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 1.2.3.4

PARCEL NUMBER: 2310-124-005
SEC 09 TWP 15 RGE 21

PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 5.6.7.8.9

PARCEL NUMBER: 2310-124-010
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 10.11.12.13.14.15

PARCLE NUMBER: 2310-124-016
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 16.17.18

PARCEL NUMBER: 2310-124-019
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 19.20.21

PARCEL NUMBER:2310-124-022
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 22.23.24.25.26.27

PARCEL NUMBER: 2310-124-028
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 28.29.30

PARCEL NUMBER: 2310-124-031
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 31.32.33

PARCEL NUMBER: 2310-124-034
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 34.35.36

PARCEL NUMBER: 2310-124-037
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10

BLK X-1 LOTS 37.38.39

PARCEL NUMBER: 2310-124-040
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 40.41.42

PARCEL NUMBER: 2310-124-043
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 43.44.45

PARCEL NUMBER: 2310-124-046
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 045
OCALA RIDGE UNIT 10
BLK X-1 LOTS 46.47.48

Ocala Ridge (Biltmore Park) Unit 11

A subdivision as recorded in Plat Book “G”, at Page 046 of the Public Records of Marion County, Florida

TO INCLUDE PARCELS:

2311-001-220, 2311-001-221, 2311-001-224, 2311-001-227, 2311-001-230, 2311-001-236 2311-001-239, 2311-001-242, 2311-001-245, 2311-001-251, 2311-001-254, 2311-001-257 2311-001-060, 2311-001-263, 2311-001-269, 2311-125-001, 2311-125-007, 2311-125-010 2311-125-013, 2311-125-016, 2311-125-019, 2311-125-022, 2311-125-025, 2311-125-028 2311-125-031, 2311-125-037, 2311-125-040, 2311-125-043

PARCEL NUMBER: 2311-001-220
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOT 220

PARCEL NUMBER: 2311-001-221
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 221.222.223

PARCEL NUMBER: 2311-001-224
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 224.225.226

PARCEL NUMBER: 2311-001-227
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 227.228.229

PARCEL NUMBER: 2311-001-230
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 230.231.232.233.234.235

PARCEL NUMBER: 2311-001-236
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 236.237.238

PARCEL NUMBER: 2311-001-239
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 239.240.241

PARCEL NUMBER: 2311-001-242
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 242.243.24

PARCEL NUMBER: 2311-001-245
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 245.246.247.248.249.250

PARCEL NUMBER: 2311-001-251
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 251.252.253

PARCEL NUMBER: 2311-001-254
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 254.255.256

PARCEL NUMBER: 2311-001-257

SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 257.258.259

PARCEL NUMBER: 2311-001-260
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 260.261.262

PARCEL NUMBER: 2311-001-263
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 263.264.265.266.267.268

PARCEL NUMBER: 2311-001-269
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK A LOTS 269.270.271.272.273.274

PARCEL NUMBER: 2311-125-001
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 1.2.3.4.5.6

PARCEL NUMBER: 2311-125-007
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 7.8.9

PARCEL NUMBER: 2311-125-010
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 10.11.12
PARCEL NUMBER: 2311-125-013
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 13.14.15

PARCEL NUMER: 2311-125-016
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11

BLK Y-1 LOTS 16.17.18

PARCEL NUMBER: 2311-125-019
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 19.20.21

PARCEL NUMBER: 2311-125-022
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 22.23.24

PARCLE NUMBER: 2311-125-025
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 25.26.27

PARCLE NUMBER: 2311-125-028
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 28.29.30

PARCEL NUMBER: 2311-125-037
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 37.38.39

PARCEL NUMBER: 2311-125-031
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 31.32.33.34.35.36

PARCEL NUMBER: 2311-125-040
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 40.41.42

PARCEL NUMBER: 2311-125-043
SEC 09 TWP 15 RGE 21
PLAT BOOK G PAGE 046
OCALA RIDGE UNIT 11
BLK Y-1 LOTS 43.44.45.46.47.48

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE PEPPER TREE VILLAGE IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Pepper Tree Village Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Pepper Tree Village Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR PEPPER TREE VILLAGE IMPROVEMENT AREA

A subdivision as recorded in Plat Book “V”, at Page 066, and Page 067 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE PINE RIDGE ESTATES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Pine Ridge Estates Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Pine Ridge Estates Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR PINE RIDGE ESTATES IMPROVEMENT AREA

A subdivision as recorded in Plat Book “H”, at Page 029, and Page 029A of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE PINE RUN ESTATES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Pine Run Estates Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Pine Run Estates Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR PINE RUN ESTATES IMPROVEMENT AREA

UNIT 1
A subdivision as recorded in Plat Book “U”, at Page 005 of the Public Records of Marion County, Florida

UNIT 2
A subdivision as recorded in Plat Book “V”, at Page 045 of the Public Records of Marion County, Florida

UNIT 3
A subdivision as recorded in Plat Book “W”, at Page 001 of the Public Records of Marion County, Florida

UNIT 4
A subdivision as recorded in Plat Book “W”, at Page 094 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE PIONEER RANCH PHASE 1 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Pioneer Ranch Phase 1 Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Pioneer Ranch Phase 1 Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR PIONEER RANCH PHASE 1 MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

PARCEL NUMBER: 35635-000-00
SEC 17 TWP 16 RGE 21
SW 1/4 OF SW 1/4 &
S 1/2 OF NW 1/4 OF SW 1/4
EXC S 529.21 FT OF SW 1/4 OF SW 1/4

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE ADDITION TO PONDEROSA IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Addition to Ponderosa Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Addition to Ponderosa Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR ADDITION TO PONDEROSA SUBDIVISION

PARCEL NUMBER: 16810-009-01

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA UNREC
BLK I LOTS 1.2

BLK I LOT 1 BEING MORE PARTICULARLY DESC AS FOLLOWS:
COM AT SW COR OF SE 1/4 OF NW 1/4 OF FRAC SEC 12 TH
E 157.21 FT TH N 27-26 W 133.54 FT TO POB TH N 27-26 W 89.03 FT TH E
PARALLEL WITH THE N BDY OF SE 1/4 OF NW 1/4 OF FRAC SEC 12 A
DIST OF 140.84 FT TH S 27-26 E 89.03 FT TH W PARALLEL WITH N
BDY A DIST OF 140.84 FT TO POB
SUB TO EASEMENT 25 FT IN WIDTH ALG THE W BDY HEREOF AND
AN EASEMENT 20 FT IN WIDTH ALG N BDY HEREOF FOR INGRESS, EGRESS &

BLK I LOT 2 BEING MORE PARTICULARLY DESC AS FOLLOWS:
COM AT SW COR OF SE 1/4 OF NW 1/4 OF FRAC SEC 12 TH E ALG
S BDY OF SE 1/4 OF NW 1/4 A DIST OF 157.21 FT TH N 27-26 W
66.54 FT TO POB. FROM POB TH N 27-26 W 67 FT TH E PARALLEL WITH
N BDY OF SE 1/4 OF NW 1/4 OF FRAC SEC 12 A DIST OF 140.84 FT TH
S 27-26 E 67 FT TH W PARALLEL WITH N BDY OF SE 1/4 TH W 140.84 FT
TO POB
SUB TO EASEMENT 25 FT IN WIDTH ALG W BDY HEREOF FOR INGRESS & EGRESS

PARCEL NUMBER: 16810-009-03

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA
BLK I LOT 3
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-009-04

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA
BLK I LOT 3
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-009-05

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA
BLK I LOT 5 MORE PARTICULARLY DESC AS:
COM SW COR SE 1/4 OF NW 1/4 TH E 298.05 TH N 27-26 W 66.54 FT TO POB
TH N 27-26 W 67 FT TH E 140.84 FT TH S 27-26 E 67 FT TH W 140.84 TO POB
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-009-06

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA
BLK I LOT 6 BEING MORE PARTICULARLY DESC AS FOLLOWS:
COM AT THE SW COR OF SE 1/4 OF NW 1/4 OF SEC 12 TH E 298.05 FT TH
N 27-26-00 W 133.54 FT TO THE POB TH CONT N 27-26-00 W 89.03 FT TH
E 140.84 FT TH S 27-27-00 E 89.03 FT TH S 140.84 FT TO THE POB

SUBJ TO AND EASEMENT 10 FT ALG E BDY
AND 20 FT ALG N BDY
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-010-01

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA
BLK J LOTS 1.2 MORE PARTICULARLY DESC AS FOLLOWS:
COM SW COR OF SE 1/4 OF NW 1/4 E 438.88 FT N 27-26 W
133.54 FT TO POB N 27-26 W 89.03 FT E 140.94 FT S 27-26 E
89.03 FT W 140.94 FT TO POB SUBJ TO EASEMENT ALG W BDY 25
FT & 20 FT EASEMENT ALG N BDY & COM SW COR OF SE 1/4 OF NW
1/4 E 438.88 FT N 27-26 W 67 FT E 140.84 FT S 27-26 E 67
FT W 140.84 FT TO POB SUBJ TO 10 FT EASEMENT
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-010-04

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA
BK K LOT 4 BEING DESC AS FOLLOWS:
COM SW CORNER OF SE 1/4 OF NW 1/4 TH E 850.12 FT TO THE POB
TH N 27-26 W 66.54 FT TH E 135.20 FT TH S 27-26 E 66.54 FT
TH W 135.20 TO THE POB

SUBJ TO AN ESMT 20 FT IN WIDTH ALONG THE E BDRY
FOR INGRESS, EGRESS & UTILITIES &
BK K LOT 5 BEING DESC AS FOLLOWS:
COM SW CORNER OF SE 1/4 OF NW 1/4 TH E 850.12 FT TH
N 27-26 W 66.54 FT TO THE POB TH N 27-26 W 67 FT TH E 135.20 FT
TH S 27-26 E 67 FT TH W 135.20 FT TO THE POB
SUBJ TO AN ESMT 20 FT IN WIDTH ALONG THE E BDRY
FOR INGRESS, EGRESS & UTILITIES

PARCEL NUMBER: 16810-011-02

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA
BLK K LOTS 1.2.3 DESC AS FOLLOWS:
BLK K LOT 1 AKA COM SW COR OF SE 1/4 OF NW 1/4
E 714.91 FT N 27-26 W 133.54 FT POB N 27-26 W
89.02 FT E 135.20 FT S 27-26 E 89.03 FT W 135.20 FT
TO POB SUBJECT TO AN ESMT 20 FT ALG THE W BDRY HEREOF & AN
ESMT OF 20 FT ALG N BDRY HEREOF FOR INGRESS, EGRESS AND UTILITIES &

COM SW COR OF SE 1/4 OF NW 1/4 OF FRACTIONAL SEC 12
THENCE E ALG S BDY OF SE 1/4 OF NW 1/4 OF FRACTIONAL SEC 12
714.91 FT THENCE N 27 26-00 W 66.54 FT FOR POB THENCE
CONTINUE N 27-26-00 W 67 FT THENCE E PARALLEL WITH SAID N
BDY OF SE 1/4 OF NW 1/4 135.20 FT THENCE S 27-26-00 E 67 FT
THENCE W PARALLEL WITH N BDY OF SE 1/4 OF NW 1/4 135.20 FT
TO POB SUBJ TO AN EASEMENT 20 FT IN WIDTH ALG W BDY HEREOF
FOR INGRESS AND EGRESS AND UTILITES (BLK K LOT 2) &

COM SW COR OF SE 1/4 OF NW 1/4 OF FRACTIONAL SEC 12 THENCE
E ALG S BDY OF SE 1/4 OF NW 1/4 OF FRACTIONAL SEC 12
714.91 FT FOR POB THENCE CONTINUE N 27-26-00 W 66.54 FT
THENCE E PARALLEL WITH SAID S BDY OF SE 1/4 OF NW 1/4
135.20 FT THENCE S 27-26-00 E 66.54 FT THENCE W ALG SAID
S BDY OF SE 1/4 OF NW 1/4 TO POB (BLK K LOT 3) SUBJ TO AN
EASEMENT 20 FT IN WIDTH ALG W BDY THEREOF

PARCEL NUMBER: 16810-011-04

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA
BK K LOT 4 BEING DESC AS FOLLOWS:
COM SW CORNER OF SE 1/4 OF NW 1/4 TH E 850.12 FT TO THE POB

TH N 27-26 W 66.54 FT TH E 135.20 FT TH S 27-26 E 66.54 FT
TH W 135.20 TO THE POB
SUBJ TO AN ESMT 20 FT IN WIDTH ALONG THE E BDRY
FOR INGRESS, EGRESS & UTILITIES &
BK K LOT 5 BEING DESC AS FOLLOWS:
COM SW CORNER OF SE 1/4 OF NW 1/4 TH E 850.12 FT TH
N 27-26 W 66.54 FT TO THE POB TH N 27-26 W 67 FT TH E 135.20 FT
TH S 27-26 E 67 FT TH W 135.20 FT TO THE POB
SUBJ TO AN ESMT 20 FT IN WIDTH ALONG THE E BDRY
FOR INGRESS, EGRESS & UTILITIES

PARCEL NUMBER: 16810-011-06

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA
BK K LOT 6 BEING DESC AS FOLLOWS:
COM SW CORNER OF SE 1/4 OF NW 1/4 TH E 850.12 FT TH
N 27-26 W 133.54 FT TO THE POB TH N 27-26 W 89.03 FT TH E
135.20 FT TH S 27-26 E 89.03 FT TH W 135.20 FT TO THE POB
SUBJ TO AN ESMT 20 FT IN WIDTH ALONG THE E & N BDRY
FOR INGRESS, EGRESS & UTILITIES
Parent Parcel: 16810-011-04

PARCEL NUMBER: 16810-012-01

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 011
ADDITION TO PONDEROSA
BLK L LOTS 1.2.3 AKA COM SW COR OF SE 1/4 OF NW 1/4
OF FRAC SEC 12 E 985.53 FT N 27-26 W 133.54 FT POB
N 27-26 W 89.03 FT E 154.93 FT S 27-26 E 89.03 FT
W 154.93 FT TO POB(12-1) & COM SW COR OF SE 1/4
OF NW 1/4 E 985.53 FT N 27-26 W 66.54 FT POB N 27-26 W
67 FT E 154.93 FT S 27-26 E 67 FT W 154.93 FT TO POB (12-2)
& COM SW COR OF SE 1/4 OF NW 1/4 E 985.53 FT POB
N 27-26 W 66.54 FT E 154.93 FT S 27-26 E 66.54 FT
W TO POB (12-3)
BLK M LOT 1.2.3
BEING DESC AS: COM AT SW COR OF SE 1/4 OF NW 1/4 TH E
1140.16 FT TH N 27-26 W 100.04 FT TO POB TH N 27-26 W 122.53
FT TH E 132.39 FT TH S 27.26 E 122.53 FT TH W 132.39 FT TO
POB SUBJECT TO AN ESMT 17.5 FT ALG W BDY HEREOF AND AN ESMT
20 FT ALG N BDY HEREOF FOR INGRESS AND EGRESS AND UTILITIES
AKA: BK M S 1/2 LOT 2 & LOT 3

PARCEL NUMBER: 16809-000-00

SEC 12 TWP 14 RGE 26
NW COR OF NE 1/4 OF SW 1/4 E 1272.65 FT N 27-26 W 233.09 FT
TO POB S 27-26 E 223.09 FT E TO WATERS OF LAKE GEORGE
TH NWLY ALONG WATER TO A PT E OF POB
TH W TO POB

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE PONDEROSA "TALL PINES" IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Ponderosa "Tall Pines" Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Ponderosa "Tall Pines" Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR PONDEROSA “TALL PINES” IMPROVEMENT AREA

An unrecorded subdivision as identified in Plat Book “UNR”, at Page 264 of the Public Records of Marion County, Florida

PARCEL NUMBER: 16810-000-01

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BEING THAT UNNUMBERED LOT LYING SWLY OF LOT 50 BK
G & SELY OF LOT 49 BK A IN PONDEROSA TALL PINES
UNR-264 & HENCEFORTH IDENTIFIED AS `TRACT A`

PARCEL NUMBER: 16810-001-02

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOT 1 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 1717.12 FT TH
S 25-31 E 55.40 FT TO THE POB TH CONT S 25-31 E 50 FT TH E 195 FT MOL
TO THE WATERS EDGE OF LAKE GEORGE TH NLY ALONG WATERS EDGE TO
A PT E OF THE POB TH W TO THE POB &
BLK A LOT 2 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 1717.12 FT TH
S 25-31 E 105.40 FT TO THE POB TH CONT S 25-31 E 50 FT TH E 160 FT MOL
TO THE WATERS EDGE OF LAKE GEORGE TH NLY ALONG WATERS EDGE TO
A PT E OF THE POB TH W TO THE POB &
COM NW COR OF NE 1/4 OF SW 1/4 E 1717.12 FT TO POB TH S 25-
31 E 55.40 FT TH E 254.56 FT MOL TO WATER EDGE OF LK GEORGE
NLY ALG WITH WATERS TO A PT E OF POB W 223.87 FT TO POB
RESERVING W 22.50 FT THEREOF FOR INGRESS AND EGRESS

PARCEL NUMBER: 16810-001-03

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOT 3 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12
TH E 1717.12 FT TH S 25-31 E 155.50 FT TO POB
TH S 25-31 E 50 FT TH E 195 FT MOL TO WATERS OF LAKE GEORGE
TH NLY ALG WATERS OF LAKE GEORGE TO PT THAT IS E OF POB TH W TO POB

PARCEL NUMBER: 16810-001-04

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOT 4

COM NW COR OF NE 1/4 OF SW 1/4 TH E ALG N BDY OF NE 1/4 OF
SW 1/4 1717.12 FT TH S 25-31 E 205.40 FT TO POB TH S 25-31 E
50 FT TH E 217 FT MOL TO WATER OF LAKE GEORGE TH NWLY ALG
WATERS EDGE TO A PT THAT IS E OF POB TH W TO POB

PARCEL NUMBER: 16810-001-05

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOTS 5.6

PARCEL NUMBER: 16810-001-07

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOT 7 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12 THENCE
E ALG N BDY OF NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12 AND
A EASTERLY PROJECTION OF SAME 1717.12 FT THENCE S 25-31-00 E
355.39 FT FOR POB THENCE CONTINUE S 25-31-00 E 50 FT THENCE
E 200 FT MORE OR LESS TO WATERS OF LAKE GEORGE THENCE NLY
ALG AND WITH SAID WATERS OF LAKE GEORGE TO A PT THAT IS
E OF POB THENCE W TO POB SUBJ TO AN EASEMENT 22.5 FT IN
WIDTH ALG WLY BDY FOR INGRESS AND EGRESS

PARCEL NUMBER: 16810-001-08

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOT 8 MORE PARTICULARLY DESC AS:
FROM NW COR NE 1/4 OF SW 1/4 SEC 12
TH E 1706.32 FT TH S 35-31 E 405.39 FT TO POB
TH S 25-31 E 50 FT TH E 180 FT MOL TO LK GEORGE
TH NLY ALG EDGE OF LK GEORGE TO PT E OF POB
TH W TO POB
SUBJ TO RESTRICIONS IN OR 70/336 &
ESMT OVER WLY 22.5 FT FOR IN/EG

PARCEL NUMBER: 16810-001-09

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOT 9 MORE FULLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E
1743.41 FT TH S 25-31 E 452.7 FT TO POB TH S 25-31 E 37.62
FT TH S 67-05 E 210 FT MOL TO SHORES OF LAKE GEORGE TH NLY

ALG SAID SHORES OF LAKE GEORGE 120 FT MOL TO PT ON SHORE
THAT IS DUE EAST OF POB TH W 160 FT MOL TO POB.

PARCEL NUMBER: 16810-001-10

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOTS 10.11. BEING MORE PARTICULARLY DESCRIBED AS:
COM NW COR OF NE 1/4 OF SW 1/4 E 1523.96 FT
S 25 DEG 31* E 506.68 FT N 86 DEG 01* E 150 FT FOR POB
N 86 DEG 01* E 62.12 FT S 67 DEG 05* CTD. E 210 FT MOL
TO LAKE GEORGE S*LY ALONG LAKE 37.5 FT MOL TO CENTER
LINE OF A CANAL THENCE W*LY ALG SAID C/L 290 FT M/L TO
PT S 13 DEG 56* E 145 FT M/L FROM POB THENCE N 13 DEG 56* W
145 FT TO POB (LOTS 10.11 BLK A) &
BLK A LOT 12 ALSO DESCRIBED AS COM NE COR OF NE 1/4 OF
SW 1/4 OF FRACTIONAL SEC 12 THENCE ELY ALG NLY BDY OF
NE 1/4 OF SW 1/4 AND A PROJECTION OF SAME 1717.12 FT THENCE
S 25-31-00 E 483.90 FT THENCE S 86-01-00 W 33.6 FT FOR POB
FROM POB THUS DESCRIBED CONTINUE S 86-01-00 W 36.68 FT
THENCE S 00-04-00 W 120 FT M/L TO CENTER OF A CANAL TO A PT
THAT IS S 13-56-00 E TO POB THENCE THENCE N 13-56-00 W TO
POB SUBJ TO AN EASMENT 17.5 FT IN WIDTH ALG N BDY HEREOF
FOR INGRESS AND EGRESS (LOT 12 BLK A)

PARCEL NUMBER: 16810-001-13

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOTS 13.14 BEING MORE PARTICULARLY DESCRIBED AS:
COM NW COR OF NE 1/4 OF SW 1/4 FRACTIONAL SEC 12 THENCE E
ALG N BDY OF NE 1/4 OF SW 1/4 AND A PROJECTION OF SAME
1717.12 FT THENCE S 25-31-00 E 483.90 FT THENCE S 86-01-00 W
69.74 FT FOR POB FORM POB THUS DESCRIBED CONTINUE
S 86-01-00 36.65 FT THENCE S 10-51-00 W 145 FT M/L TO THE
C/L OF A CANAL THENCE ELY ALG AND WITH SAID C/L TO A PT
THAT IS S 00-14-00 E OF POB THENCE N 00-14-00 W TO POB
(BLK A LOT 13) & COM NW COR OF NE 1/4 OF SW 1/4 OF
FRACTIONAL SEC 12 THENCE E ALG N BDY OF NE 1/4 OF SW 1/4
AND PROJECTION OF SAME 171.12 FT THENCE S 25-31-00 E
483.90 FT THENCE S 86-01-00 W 106.40 FT FOR POB FROM POB
THUS DESCRIBED CONTINUE S 86-01-00 W 36.64 FT THENCE
S 20-33-00 W 155 FT M/L TO C/L OF CANAL THENCE ELY ALG
AND WITH C/L OF CANAL TO A PT THAT IS S 10-51-W OF POB
THENC N 10-51-00 E TO POB (BLK A LOT 14)&
BLK A LOT 15

PARCEL NUMBER: 16810-001-16

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOTS 16.17 MORE FULLY DESC AS FOLLOWS:
FROM SW COR OF SE 1/4 OF NW 1/4 OF SEC 12 THE E 1542.80 FT
TH S 25-31 E 375.91 FT TO POB TH S 25-31 E 100.07 FT TH S 62-34 W
135 FT MOL TO CENTER LINE OF CANAL TH NLY ALG SAID CENTER LINE
TO A PT THAT IS S 62-34 W OPF POB TH N 62-34 E TO POB.

PARCEL NUMBER: 16810-001-18

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOT 18 BEING MORE FULLY DESC AS FOLLOWS:
FROM THE NW COR OF THE NE 1/4 OF THE SW 1/4 OF FRACTIONAL
SEC 12 RUN E ALONG THE N BDY OF THE SAID NE 1/4 OF THE SW 1/4
OF FRACTIONAL SEC 12 A DISTANCE OF 1542.77 FT TH S 25-31-00 E
325.19 FT TO THE POB TH CONT S 25-31-00 E 50 FT TH S 62-34-00 W
167 FT MOL TO THE CENTER LINE OF A CANAL TH NLY ALONG & WITH
THE SAID CENTER LINE OF CANAL TO A POINT THAT IS S 62-34-00 W
OF THE POB TH N 62-34-00 E TO THE POB
SUB TO AN ESMT 17.5 FT WIDE ALONG THE ELY BDY HEREOF &
SUB TO AN ESMT OF SUFFICIENT WIDTH ALONG THE WLY BDY HEREOF
FOR THE OPERATION & MAINTENANCE OF SAID CANAL

PARCEL NUMBER: 16810-001-19

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOT 19 BEING MORE PARTICULARLY DESC:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH
E 1542.80 FT TH S 25-31 E 275.19 FT TO THE
POB TH S 25-31 E 50 FT TH S 62-34 W 180 FT TH NLY TO A PT
THAT IS S 62-34 W OF THE POB &
BLK A LOT 20

PARCEL NUMBER: 16810-001-21

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOT 21 MORE PARTICULARLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 1542.80 FT
TH S 25-31-00 E 175.19 FT FOR POB TH S 25-31-00 E
50 FT TH S 62-34-00 W 180 FT TH NLY ALONG CENTER
LINE OF CANAL TO A PT THAT IS S 62-34-00 W OF POB
TH N 62-34-00 E TO POB SUBJECT TO CANAL EASEMENT
17.5 FT WIDE ALONG ELY BDY THEREOF

PARCEL NUMBER: 16810-001-22

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
LOT 22 BK A PONDEROSA AKA:
FROM NW COR OF NE 1/4 OF SW 1/4
TH E ALG N BDY 1542.80 FT TH S 25-31-00 E 107.74 FT TO POB
TH S 25-31-00 E 67.45 FT TH S 62-34-00 W 175 FT TO CL OF A CANAL
TH NWLY ALG CL OF SAID CANAL TO A PT S 52-47-00 W OF POB
TH N 52-47-00 E TO POB &
LOT 22A BK A PONDEROSA AKA:
FROM NW COR NE 1/4 SW 1/4 E 1542.80 FT TH S 25-31 E 40.36 FT TO POB
TH S 25-31 E 67.38 FT TH S 52-47 W 190 FT MOL TO C/L OF A CANAL
TH NLY ALG C/L TO A PT S 43-34 W OF POB TH N 43-34 E TO POB
SUBJ TO EASEMENT 17.5 FT IN WIDTH ALG ELY BNDY FOR INGRESS, EGRESS & UTILITIES &
ESMT OF SUFFICIENT WIDTH ALG WLY BNDY FOR OPERATION/MAINTENANCE OF CANAL

PARCEL NUMBER: 16810-001-23

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOT 23

PARCEL NUMBER: 16810-001-24

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOT 24
MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 TH E 1140.26 FT
TO POB THS 27-26 E 161.40 FT TH N 62-34 E 117.5 FT
TH N 27-26 W 95.63 FT TH W TO POB
SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ALONG
W 17.50 FT AND ALONG N 50 FT
Parent Parcel: 16810-001-25

PARCEL NUMBER: 16810-001-25

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOTS 25.26 BEING MORE PARTICULARLY DESCRIBED AS:
COM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12 THENCE
E ALG N BDY OF SAID NE 1/4 OF SW 1/4 1140.26 FT THENCE
S 27-26-00 E 211.80 FT FOR POB FROM POB THUS DESCRIBED

N 62-34-00 E 117.50 FT THENCE N 27-26-00 W 50 FT THENCE
S 62-34-00 W 117.50 FT THENCE S 27-26-00 E 50 FT TO POB
(LOT 25) & COM NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12
THENCE E ALG N BDY OF SAID NE 1/4 OF SW 1/4 1140.26 FT
THENCE S 27-26-00 E 211.80 FT FOR POB FROM POB THUS
DESCRIBED CONTINUE S 27-26-00 E 50 FT THENCE N 62-34-00 E
155 FT M/L TO C/L OF A CANAL THENCE NLY ALG AND WITH C/L
OF CANAL TO A PT THAT IS N 62-34-00 E OF POB THENCE
S 62-34-00 W TO POB

PARCEL NUMBER: 16810-001-27

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOTS 27.28
COM A NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E 1140.26
FT TH S 27-26 E 261.80 FT TO POB TH S 27-26 E 100 FT TH
N 62-34 E 160 FT M O L TO CENTERLINE OF CANAL TH NELY ALG
CENTERLINE TO PT THAT IS N 62-34 E OF POB TH S 62-34 W TO
POB

PARCEL NUMBER: 16810-001-29

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOT 29 DESCRIBED AS FOLLOWS: COM AT NW COR OF NE 1/4 OF
SW 1/4 E 1140.26 FT S 27-26 E 361.80 FT TO POB CONT 50 FT
N 62-34 E 155 FT MOL TO CTRLINE OF A CANAL NLY ALG CTRLINE
OF CANAL TO A PT THAT IS N 62-34 E OF POB S 62-34 W TO POB

PARCEL NUMBER: 16810-001-30

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
LOT 30 BK A ALSO DESC AS:
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 1140.20 FT
TH S 27-26-00 E 411.82 FT TO POB TH S 27-26-00 E
50 FT TH N 62-34-00 E 160 FT TH NLY TO A PT
THAT IS N 62-34-00 E OF POB TH S 62-34-00 W
TO POB

PARCEL NUMBER: 16810-001-31

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOTS 31.32 MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 TH E 1140.26 FT

TH S 27-26 E 461.80 FT TO POB TH S 27-26 E 100 FT
TH N 62-34 E 160 FT MORE OR LESS TO CENTER LINE OF A CANAL
TH NLY ALONG SAID CENTER LINE OF CANAL TO A PT THAT IS
N 62-34 E OF POB TH S 62-34 W TO POB

PARCEL NUMBER: 16810-001-33

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOTS 33.34 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS
COM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12 THENCE
E ALG N BDY OF SAID NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12
1140.26 FT THENCE S 27-26-00 E 561.80 FT FOR POB FROM POB
THUS DESCRIBED CONTINUE TO RUN S 27-26-00 E 50 FT THENCE
N 62-34-00 E 180 FT MORE OR LESS TO C/L OF A CANAL THENCE
NLY ALG SAID C/L OF CANAL TO A PT THAT IS N 62-34-00 E OF
THE POB THENCE S 62-34-00 W TO POB SUBJ TO AN EASEMENT
17.5 FT IN WIDTH ALG WLY BDY THEREOF FOR INGRESS AND EGRESS
(BLK A LOT 33) & COM NW COR OF NE 1/4 OF SW 1/4 OF
FRACTIONAL SEC 12 THENCE E ALG N BDY OF NE 1/4 OF SW 1/4
OF FRACTIONAL SEC 12 1140.26 FT THENCE S 27-26-00 E 611.80
FT FOR POB FROM POB THUS DESCRIBED CONTINUE S 27-26-00 E
50 FT THENCE N 62-34-00 E 185 FT MORE OR LESS TO C/L OF
CANAL THENCE NLY ALG C/L OF CANAL TO A PT THAT IS
N 62-34-00 E OF POB THEN S 62-34-00 W TO POB SUBJ TO AN
EASEMENT 17.5 FT IN WIDTH ALG WLY BDY THEREOF FOR INGRESS
AND EGRESS (BLK A LOT 34)

PARCEL NUMBER: 16810-001-35

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOTS 35.36 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 FRAC SEC 12 TH E 1140.26 FT TH
S 27-26-00 E 661.80 FT TO THE POB TH CONT S 27-26-00 E 100 FT TH
N 66-34-00 E 190 FT TH NLY ALONG CENTERLINE OF CANAL TO A PT THAT IS
N 66-34-00 E OF THE POB TH S 66-34-00 W TO THE POB

SUBJ TO AN EASEMENT 17.5 FT IN WIDTH
ALG WLY BDY FOR INGRESS AND EGRESS ALSO AN EASEMENT OF
SUFFICIENT WIDTH ALG ELY BDY FOR OPERATION AND MAINTENANCE
OF SAID CANAL

PARCEL NUMBER: 16810-001-37

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA

BLK A LOTS 37.38 BEING MORE PARTICULARLY DESC AS FOLLOWS:
LOT 37 COM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12
THENCE E ALG N BDY 1160.16 FT THENCE S 27-26-00 E 752.71 FT
FOR POB THENCE S 41-19-00 W 30 FT THENCE N 84-31-00 E
210 FT TI C/L OF A CANAL THENCE NLY ALG AND WITH SAID C/L
TO PT THAT IS N 66-34-00 E OF POB THENCE S 66-34 00 W TO
POB ALSO A TRACT COMMENCING AT SAME POB AS DESCRIBE ABOVE
THENCE S 41-19-00 W 30 FT THENCE S 84-31-00 W 25.60 FT
THENCE N 41-19-00 E 48.63 FT THENCE S 27-26 00 E 18.71 FT
TO POB
LOT 38 MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 OF FRACITIONAL SEC 12
THENCE E ALG N BDY 1140.26 FT THENCE S 27-26-00 E 749.83 FT
THENCE S 41-19-00 W 36.68 FT FOR POB THENCE CONTINUE
S 41-19-00 W 23.04 FT THENCE S 82-24-00 E 190 FT TO C/L OF
CANAL THENCE NE ALG AND WITH C/L OF CANAL TO A PT THAT IS
N 84-31-E OF POB THENCE S 84-31-W TO POB
EXC COM NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12
TH E 1140.26 FT TH S 27-26 E 749.83 FT TH S 41-19 W
59.75 FT TO POB TH S 82-24 E 121.04 FT TH N 76-17-46 W
93.87 FT TH N 76-17-46 W 19.75 FT TH S 41-19 W 14.52 FT
TO POB

PARCEL NUMBER: 16810-001-39

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOT 39
AKA: COM NW COR OF NE 1/4 OF SW 1/4 TH E 1140.26 FT
TH S 27-26 E 749.83 FT TH S 41-19 W 59.72 FT TO POB
TH S 41-19 W 23.87 FT TH S 66-17 E 150 FT MORE OR LESS
TO CENTER LINE OF A CANAL TH NELY ALONG CENTERLINE TO
A PT THAT IS S 82-24 E OF POB TH N 82-24 W TO POB
& COM NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12
TH E 1140.26 FT TH S 27-26 E 749.83 FT TH S 41-19 W
59.75 FT TO POB TH S 82-24 E 121.04 FT TH N 76-17-46 W
93.87 FT TH N 76-17-46 W 19.75 FT TH S 41-19 W 14.52 FT
TO POB

PARCEL NUMBER: 16810-001-40

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOT 40 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 FRACTIONAL SEC 12
TH E 1140.24 FT THENCE S 27-26-00 E 749.83 FT
TH S 41-19-00 W 83.59 FT FOR POB
TH CONT S 41-19 W 52.75 FT THENCE S 60-55 E 150 FT

MORE OR LESS TO C/L OF CANAL TO A PT THAT IS
S 66-17 E OF POB
TH N 66-17 W TO POB
SUBJ TO AN ESMT 17.5 FT ALG WLY BDY THEREOF &
BLK A LOT 41 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 FRACTIONAL SEC 12
TH E 1140.24 FT THENCE S 27-26-00 E 749.83 FT
TH S 41-19-00 W 136.38 FT FOR POB
TH CONT S 41-19-00 W .65 FT TH S 12-47-00 W 51.83 FT
THE S 64-55-00 E 145 FT MORE OR LESS TO C/L OF CANAL TO A PT THAT IS
S 60-55-00 E OF POB
TH N 60-55 00 W TO POB
SUBJ TO AN ESMT 17.5 FT ALG WLY BDY THEREOF &
EXC COM NW COR OF NE 1/4 OF SW 1/4 TH E 1140.24 FT
TH S 27-26-00 E 749.83 FT TH S 41-19-00 W 137.49 FT
TH S 12-47-00 W 55.64 FT TO NW COR LOT 42
TH S 64-55-00 E 17.66 FT TO E ROW OF NE 306TH AVE
TH S 66-09-26 E 84.20 FT TO POB TH S 70-56-48 E 58.34 FT MORE OR
LESS TO CENTERLINE OF A CANAL TH S 00-22-23 E 5.34 FT
TH N 66-09-26 W 60.33 FT TO POB

PARCEL NUMBER: 16810-001-42

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOT 42 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12
THENCE E 1140.24 FT THENCE S 27-26-00 E 749.83 FT THENCE
S 41-19-00 W 137.49 FT THENCE S 12-47-00 W 55.64 FT
FOR POB THENCE CONTINUE S 12-47-00 W 13.85 FT THENCE
S 04-00-00 E 55.20 FT THENCE S 77-16-05 E ALG N LINE OF
LOT 43 150 FT TO C/L OF CANAL THENCE NLY ALG CANAL 49.91 FT
TO A PT THAT BEARS S 64-55-00 E FROM POB THENCE N 64-55-00 W
ALG SLY LINE OF LOT 41 145 FT TO POB
COM NW COR OF NE 1/4 OF SW 1/4 TH E 1140.24 FT TH
S 27-26-00 E 749.83 FT TH S 41-19-00 W 137.49 FT TH
S 12-47-00 W 55.64 FT TO NW COR LOT 42 TH S 64-55-00 E
17.66 FT TO E ROW OF NE 306TH AVE TH S 66-09-26 E
84.20 FT TO POB TH S 70-56-48 E 58.34 FT MORE OR
LESS TO CENTERLINE OF A CANAL TH S 00-22-23 E 5.34 FT TH
N 66-09-26 W 60.33 FT TO POB

PARCEL NUMBER: **16810-001-43**

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK A LOT 43 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH RUN E 1140.26 FT

TH S 27-26 E 749.83 FT T S 41-19 W 137.49 FT TH S 12-47 W 83.34 FT TH S 04-00 E 55.20 FT TO POB TH S 04-00 E 45.37 FT TH S 20-10 E 20.29 FT TH S 86-07 E 165 FT MOL TO CENTER LINE OF CANAL TH NLY ALG SAID CENTER LINE OF CNAL TO PT THAT IS S 79-06 E OF POB TH N 79-06 W TO POB.

PARCEL NUMBER: 16810-001-44

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOT 44 MORE FULLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH ELY ALG N BDY 1140.58 FT TH S 27-26-00 E 749.83 FT TH S 41-19-00 E 137.49 FT TH S 12-47-00 W 69.49 FT TH S 04-00-00 E 100.57 FT TH S 20-10-00 E 82.07 FT TO POB TH N 20-10-00 W 62.41 FT TH S 85-52-14 E 19.28 FT TH CONTINUE 112.07 FT TH CONTINUE 34.65 FT MOL TO CENTERLINE OF CANAL TH MEANDER SELY AGL CENTERLINE OF CANAL TO PT THAT IS S 51-54-37 E 61.28 FT TH S 87-21-54 W 40 FT MOL TH CONTINUE 134.18 FT TH CONTINUE 18.28 FT TO PT OF INTERSECTION WITH NE 306TH AVE & POB.

PARCEL NUMBER: 16810-001-45

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOTS 45.46

PARCEL NUMBER: 16810-001-49

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK A LOT 48 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E 714.91 FT TH S 26-27 E 1277.21 FT TH N 57-20 E 32.37 FT TO POB TH N 57-20 E 38.35 FT TH S 71-52 E 190 FT MOL TO CENTER LINE OF CANAL TH WLY ALG WITH CENTER LINE OF CANAL TO PT THAT IS S 68-34 E OF POB TH N 68-34 W TO POB.
THE N 17.5 FT HEREOF IS SUB TO EASEMENT FOR INGRESS, EGRESS AND UTILTIES. &
THERE IS AN EASEMENT OF SUFFICENT WIDTH ALG SLY BDY LINE HEREOF FOR OPERATION OF CANAL &
BK A LOT 49 AKA: COM NW COR OF NE 1/4 OF SW 1/4 TH E 714.91 FT TH S 27-26 E 1277.21 FT TH N 57-30 E 32.37 FT TO POB TH S 57-30 W 32.37 FT TH S 27-26 E 189.85 FT TH N 81-30 E 112.50 FT TH S 30 W CROSSING W END OF A CANAL TP PT THAT IS S 68-34 E OF POB TH N 68-34 W 145 FT TO POB SUBJECT TO EASEMENT 17.5 FT ALONG NLY BDY FOR INGRESS AND EGRESS & AN EASEMENT 20 FT ALONG WLY BDY FOR INGRESS AND EGRESS &

SUBJECT TO A EASEMENT 50 FT ALONG SLY BDY FOR INGRESS
AND EGRESS

PARCEL NUMBER: 16810-002-01

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK B LOTS 1.2 MORE PARTICULARLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SECTION 12 E
1717.12 FT TO POB S 25-31 E 155.39 FT W PARALLEL WITH N BDY
OF NE 1/4 OF SW 1/4 174.32 FT N 25-31 W 155.39 FT TO N BDY
OF NE 1/4 OF SW 1/4 E 174.32 FT TO POB SUBJ TO EASEMENT
22.5 FT IN WIDTH ALG ELY BDY & AN EASEMENT ALG WLY BDY 17.5
FT IN WIDTH & AN EASEMENT 50 FT IN WIDTH ALG N BDY

PARCEL NUMBER: 16810-002-03

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK B LOTS 3. 4 BEING MORE PARTICULARLY DESCRIBED AS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SECTION 12 E
ALG N BDY OF NE 1/4 OF SW 1/4 & ELY PROJECTION OF 1717.12
FT S 25-31 E 155.39 FT TO POB S 25-31 E 50 FT W PARALLEL
WITH N BDY OF NE 1/4 OF SW 1/4 174.32 FT N 25-31 W 50 FT E
PARALLEL WITH N BDY OF NE 1/4 OF SW 1/4 174.32 FT TO POB
SUBJECT TO EASEMENT 22.5 FT IN WIDTH ALG ELY BDY & AN
EASEMENT 17.5 FT IN WIDTH ALG W BDY FOR INGRESS & EGRESS
(BLK B LOT 3) &
COM NW COR OF NE 1/4 OF SW 1/4 OF FRAC 12 E ALG N BDY OF NE
1/4 OF SW 1/4 AN ELY PROJECTION OF 1717.12 FT S 25-31 E 205.39 FT
TO POB S 25-31 E 50 FT W PARALLEL WITH N BDY OF NE 1/4 OF SW 1/4
AN ELY PROJECTION OF 174.32 FT N 25-31 W 50 FT E 174.32 FT TO POB
SUBJ TO EASEMENT 22.5 FT IN WIDTH ALG E BDY & AN EASEMENT 17.5 FT
IN WIDTH ALG W BDY FOR INGRESS & EGRESS (BLK B LOT 4)

PARCEL NUMBER: 16810-002-05

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK B LOTS 5.6

PARCEL NUMBER: 16810-002-07

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK B LOT 7 BEING MORE PARTICULARLY DESC:
COM NW COR OF NE 1/4 OF SW 1/4 TH E 1717.12 FT TH

S 25-31 E 355.39 FT TO THE ELY PROJECTION OF SAME
1717.12 FT TH S 25-31 E 355.39 FT TO POB TH S 25-31 E
48.98 FT TH S 87-48 W 171.34 FT TH N 25-31 W 55.84 FT
TH E 174.32 FT TO POB
& BLK B LOT 8 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH ELY 1717.12 FT
TH S 25-31 E 405.39 FT TO POB TH S 25-31 E 69.62 FT TH S 86-01 W
169.11 FT TH N 25-31 W 75.37 FT TH S 87-48 W 171.34 FT TO POB.
SUBJECT TO AN EASEMENT 22.5 FT IN WIDTH ALONG E BDY
HEREOF AND AN EASEMENT 17.5 FT IN WIDTH ALONG W BDY

PARCEL NUMBER: 16810-003-01

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK C LOTS 1.2 MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4
OF FRAC SEC 12 E 1140.26 FT S 27-26 E 661.79 FT
POB S 27-26 E 88.04 FT S 41-19 W 136.98 FT
S 12-47 W 15.25 FT N 27-26 W ALONG CNTR LN 40 FT ST
TO PT S 62-34 W OF POB N 62-34 E TO POB
SUBJECT TO EASEMENT 17.5 FT IN WIDTH ALONG THE ELY & SLY
BDY FOR INGRESS AND EGRESS & A 20 FT EASEMENT ALONG WLY
BDY FOR INGRESS AND EGRESS

PARCEL NUMBER: 16810-003-04

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA SUB
BLK C LOT 4 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF SE 1/4 OF NW 1/4 OF FRAC SEC 12 TH E 985.33 FT
TH S 27-26 E 633.16 FT TO THE POB TH CONT S 27-26 E 50 FT TH N 62-34 E
137.5 FT TH N 27-26 W 50 FT TH S 62-34 W 137.5 FT TO POB &
BLK C LOT 3
SUB TO EASEMENT BEING 20 FT IN WIDTH ALG WLY BDY THEREOF &
EASEMENT 17.5 FT IN WIDTH ALG ELY BDY THEREOF FOR INGRESS,
EGRESS & UTILITES.

PARCEL NUMBER: 16810-003-05

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK C LOTS 5.6 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E 985.53
FT TH S 27-26 E 533.16 FT TO POB TH S 27-26 E 100 FT TH N
62-34 E 137.5 FT TH N 27-26 W 100 FT TH S 62-34- W 137.5 FT
TO POB.
SUB TO EASEMENT 20 FT IN WIDTH ALG WLY BDY HERE FOR

INGRESS, EGRESS, & UTILITES. ALSO 17.5 FT IN WIDTH ALG ELY
BDY HERE FOR INGRESS, EGRESS & UTILITES.

PARCEL NUMBER: 16810-003-07

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK C LOT 7 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF SE 1/4 OF NW 1/4 OF FRAC SEC 12 TH E 1008.06
FT TH S 27-26 E 472.78 FT TO THE POB TH CONT S 27-26 E 50 FT TH
N 62-34 E 100 FT TH N 27-26 W 50 FT TH S 62-34 W 100 FT TO THE POB &
BLK C LOT 8 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E 985.33
FT TH S 27-26-00 E 433.16 FT TO THE POB TH CONT S 27-26-00 E 50 FT TH
N 62-34-00 E 137.5 FT TH N 27-26-00 W 50 FT TH S 62-34-00 W 137.5 FT
TO THE POB

PARCEL NUMBER: 16810-003-09

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK C LOT 9 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E ALG N BDY
OF E 1/4 OF SW 1/4 985.33 FT TH S 27-26-00 E 383.16 FT
FOR POB FROM POB THUS DESC CONT S 27-26-00 E 50
FT TH N 62-34-00 E 137.5 FT THENCE N 27-26-00 W 50 FT
THENCE S 62-34-00 W 137.5 FT TO POB
Parent Parcel: 16810-003-08

PARCEL NUMBER: 16810-003-10

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK C LOTS 10.11 BEING MORE PARTICULARLY DESCRIBED AS:
COM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12 THENCE
E 985.53 FT THENCE S 27-26-00 E 333.16 FT FOR POB THENCE
CONTINUE S 27-26-00 E 50 FT N 62-34-00 E 137.50 FT THENCE
N 26-27-00 W 50 FT THENCE S 62-34-00 W 137.5 FT TO POB
SUBJ TO AN EASEMENT 20 FT IN WIDTH ALG WLY BDY AND SUBJ TO
AN EASEMENT 17.5 FT ALG ELY BDY FOR INGRESS AND EGRESS
(BLK C LOT 10) & COM NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC
12 THENCE E 985.53 FT S 27-26-00 E 283.16 FT FOR POB
THENCE CONTINUE S 27-26-00 E 50 FT THENCE N 62-34-00 E
137.5 FT THENCE N 27-26-00 W 50 FT THENCE S 62-34-00 E
137.5 FT TO POB SUBJ TO 20 FT EASEMENT ALG WLY BDY AND
17.5 EASEMENT ALG ELY BDY (BLK C LOT 11)

PARCEL NUMBER: 16810-003-13

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK C LOTS 12.13.14
LOT 12 MORE FULLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4
TH E 985.53 FT TH S 27-26 E 223.16 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 137.5 FT
TH N 27-26 W 50 FT TH S 62-34 W 137.5 FT TO POB &
LOT 13 MORE FULLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4
TH E 985.53 FT TH S 27-26 E 183.16 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 137.5 FT
TH N 27-26 W 50 FT TH S 62-34 W 137.5 FT TO POB &
LOT 14 MORE FULLY DESC AS FOLLOWS:
COM SW COR OF SE 1/4 OF NW 1/4
TH E 1008.06 FT TH S 27-26 E 45.07 FT TO POB
TH S 27-26 E 116.45 FT TH N 62-34 E 100 FT
TH N 27-26 W 64.54 FT TH W 112.67 FT TO POB

PARCEL NUMBER: 16810-004-01

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOTS 1.2
MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 TH E 714.91 FT TH
S 27-26 E 1157.83 FT TO POB TH S 27-26 E 119.37 FT TH
TH N 57-30 E 151.05 FT TH N 20-10 W 104.81 FT TH
S 62-34 W 164.71 FT TO POB SUBJECT TO AN EASEMENT
20 FT IN WIDTH ALONG WLY BDY FOR INGRESS AND EGRESS
& A EASEMENT 17.5 FT ALONG SLY & ELY BDY FOR INGRESS
AND EGRESS

PARCEL NUMBER: 16810-004-03

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK D LOT 3 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 714.91 FT TH S 27-26 E
1007.83 FT TH N 62-34 E 120 FT TO POB TH S 27-26 E 150 FT TH N 62-34 E 44.62 FT
TH N 20-10 W 14.89 FT TH N 04-00 W 95.62 FT TH N 12-47 E TO PT THAT IS 62-34 E
OF POB TH S 62-34 W TO POB.
SUBJ TO AN ESMT 17.5 FT ALG ELY BNDY THEREOF FOR INGRESS, EGRESS AND UTILITIES.

PARCEL NUMBER: 16810-004-04

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOTS 4.41 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 714.91 FT TH
S 27-26 E 1057.83 FT TO POB TH S 27-26 E 100 FT TH N 62-34
E 120 FT TH N 27-26 W 100 FT TH S 62-34 W 120 FT TO POB.

PARCEL NUMBER: 16810-004-05

SEC 12 TWP 14 RGE 26
PLAT BOOK UN PAGE 264
PONDEROSA
BLK D LOT 5
AKA: COM NW COR OF NE 1/4 OF SW 1/4 TH E 985.53 FT
TH S 27-26 E 836.16 FT TO POB TH S 62-34 W 120 FT
TH S 27-26 E 50 FT TH N 62-34 E 113.29 FT TH N 12-47 E 9.82 FT
TH N 27-26 W 43.1 FT TO POB
SUBJ TO ESMT 20 FT IN WIDTH ALONG ELY BDY FOR INGRESS AND EGRESS
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-004-06

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK D LOT 6

PARCEL NUMBER: 16810-004-07

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK D LOTS 7.8.9 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 985.53 FT TH
S 27-26 E 733.16 FT TO POB TH S 27-26 E 50 FT TH S 62-34 W 120 FT
TH N 27-26 W 50 FT TH N 62-34 E 120 FT TO POB. &
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 985.53 FT TH
S 27-26 E 683.16 FT TO POB TH S 27-26 E 50 FT TH S 62-34 W 120 FT
TH N 27-26 W 50 FT TH N 62-34 E 120 FT TO POB. &
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 985.53 FT TH
S 27-26 E 633.16 FT TO POB TH S 27-26 E 50 FT TH S 62-34 W 120 FT
TH N 27-26 W 50 FT TH N 62-34 E 120 FT OT POB.

PARCEL NUMBER: 16810-004-10

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA

BK D LOT 10
MORE PARTICULARLY DESC AS FOLLOWS:
COM NE COR OF SW 1/4 OF FRAC SEC 12 TH E 935.52 FT
TH S 27-26 E 583.16 FT TO POB TH S 27-26 E 50 FT TH
TH S 62-34 W 120 FT TH N 27-26 W 50 FT TH N 62-34 E
120 FT TO POB SUBJECT TO AN EASMENT 20 FT IN WIDTH
ALONG ELY BDY FOR INGRESS AND EGRESS

PARCEL NUMBER: 16810-004-11

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264 & 11
PONDEROSA
BLK D LOT 33 BEING MORE PARTICULARLY DESC AS FOLLOWS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E 714.91 FT
TH S 27-26 E 657.83 FT TO THE POB TH CONT S 27-26-00 E 50 FT TH
N 62-34-00 E 120 FT TH N 27-26-00 W 50 FT TH S 62-34-00 W 120 FT TO THE
POB

SUBJECT TO A 20 FT EASEMENT ALONG WLY BNDY
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-004-12

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOTS 12.13.14

PARCEL NUMBER: 16810-004-15

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK D LOTS 15.16 MORE FULLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E
985.53 FT TH S 27-26 E 283.16 FT TO POB TH S 27-26 E 100 FT
TH S 62-34 W 120 FT TH N 27-26 W 100 FT TH N 62-34 E 120 FT
TO POB.

PARCEL NUMBER: 16810-004-17

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOTS 17.18.19
BLK D LOT 17
MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 TH E 985.53 FT TH
S 27-26 E 233.16 FT TO POB TH S 27-26 E 50 FT TH
S 62-34 W 120 FT TH N 27-26 W 50 FT TH N 62-34 E

120 FT TO POB &
BLK D LOTS 18.19
MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 TH E 985.53 FT TH
S 27-26 E 183.16 FT TO POB TH S 27-26 E 50 FT TH
S 62-34 W 120 FT TH N 27-26 W 50 FT TH N 62-34 E
120 FT TO POB SUBJECT TO AN EASEMENT 20 FT IN WIDTH
ALONG ELY BDY LOT 18 BLK D &
COM NW COR OF NE 1/4 OF SW 1/4 TH E 985.53 FT TH
S 27-26 E 133.16 FT TO POB TH S 27-26 E 50 FT TH
S 62-34 W 120 FT TH N 27-26 W 50 FT TH N 62-34 E
120 FT TO POB SUBJECT TO AN EASEMENT 20 FT IN WIDTH
ALONG ELY BDY LOT 19 BLK D

PARCEL NUMBER: 16810-004-20

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOT 20.21 BEING MORE PARTICULARLY DESC AS:
COM NW COR OF NE 1/4 OF SW 1/4 TH E 985.53 FT TH
S 27-26 E 83.16 FT TO POB TH S 27-26 E 50 FT TH
S 62-34 W 120 FT TH N 27-26 W 50 FT TH N 62-34 E 120 FT
TO POB &
SUBJECT TO AN EASEMENT 20 FT IN WIDTH ALONG ELY BDY &
BK D LOTS 22.23.24 BEING MORE PARTICULARY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH
E 714.91 FT FOR POB TH S 27-26 E 157.83 FT TH N 62-34-00 E 120 FT TH
N 27-26-00 W 95.52 FT TH W ALG N BDY OF NE 1/4 OF
SW 1/4 TO POB SUBJ TO AN EASEMENT 20 FT IN WIDTH ALG WLY
BDY AND AN ESMT OF 50 FT ALG THE NLY BNDY THEROF (BLK D LOT 22)
& COM NW COR OF NE 1/4 OF SW 1/4 FRAC SEC 12 TH E 714.91 FT
TH S 27-26-00 E 157.83 FT FOR POB TH S 27-26-00 E 50 FT TH
N 62-34-00 E 120 FT TH N 27-26-00 W 50 FT TH
S 62-34-00 W 120 FT TO POB SUBJ TO EASEMENT 20 FT IN WIDTH
ALG WLY BDY THEREOF (BLK D LOT 23)
& COM NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E 714.91 FT
TH S 27-26-00 E 207.83 FT FOR POB TH S 27-26-00 E 50 FT
N 62-34-34 E 120 FT TH N 27-26-00 W 50 FT TH S 62-34-34 W 120 FT
TO POB SUBJ TO AN EASEMENT 20 FT IN WIDTH ALG S BDY (BLK D LOT 24)
Parent Parcel: 16810-004-22

PARCEL NUMBER: 16810-004-25

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOTS 25.26 MORE PARTICULARLY DESC AS FOLLOWS: FROM NW COR OF NE 1/4 OF SW 1/4
OF FRAC SEC 12 E 714.91 FT S 27-26 E 257.83 FT

POB S 27-26 E 50 FT N 62-34 E 120 FT N 27-26-W 50 FT
S 62-34 W 120 FT TO POB D-25 & FROM NW COR OF NE 1/4
OF SW 1/4 E 714.91 FT S 27-26E 307.83 FT TO POB
S 27-26 E 50 FT N 62-34-E 120 FT N 27-26 W 50 FT
S 62-34 W 120 FT TO POB D-26

PARCEL NUMBER: 16810-004-27

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOTS 27.28 MORE PARTICULARLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 714.91 FT TH
S 27-26-00 E 357.83 FT TO POB TH S 27-26-00 E 50 FT
TH N 62-34-00 E 120 FT TH N 27-26-00 W 50 FT TH
S 62-34-00 W 120 FT TO POB SUBJ TO AN EASEMENT
20 FT WIDE ALONG WLY BDY LOT 27 &
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 714.91 FT TH
S 27-26-00 E 407.83 FT TO POB TH S 27-26-00 E 50 FT
TH N 62-34-00 E 120 FT TH N 27-26-00 W 50 FT TH
S 62-34-00 W 120 FT TO POB SUBJ TO EASEMENT 20 FT
WIDE ALONG WLY BDY LOT 28
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-004-29

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK D LOT 29 AKA FROM NW COR OF NE 1/4 OF SW 1/4
E 714.91 FT S 27-26 E 457.83 FT POB S 27-26 E 50 FT
N 62-34 E 120 FT N 27-26 W 50 FT S 62-34 W 120 FT
TO POB

PARCEL NUMBER: 16810-004-30

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK D LOT 30

PARCEL NUMBER: 16810-004-31

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK D LOTS 31.32

PARCEL NUMBER: 16810-004-34

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOTS 34.35
MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 TH E 714.91 FT TH
S 27-26 E 707.83 FT TO POB TH S 27-26 E 100 FT TH
N 62-34 E 120 FT TH N 27-26 W 100 FT TH S 62-34 W
120 FT TO POB SUBJECT TO AN EASEMENT 20 FT IN
WIDTH ALONG WLY BDY FOR INGRESS AND EGRESS

PARCEL NUMBER: 16810-004-36

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOT 36

PARCEL NUMBER: 16810-004-37

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK D LOTS 37.38

PARCEL NUMBER: 16810-004-39

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOT 39 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 RUN E 714.91 FT TH
S 27-26 E 957.83 FT TO POB TH S 27-26 E 50 FT TH N 62-34 E 120 FT TH
N 27-26 W 50 FT TH S 62-34 W 120 FT TO POB.
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-004-40

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK D LOT 40 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 714.91 FT TH S 27-26 E
1007.83 FT TO POB TH S 27-26 E 50 FT TH N 62-34 E 120 FT TH N 27-26 W 50 FT
TH S 62-34 W 120 FT TO POB.
Parent Parcel**:** 16810-000-00

PARCEL NUMBER: 16810-005-01

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264

PONDEROSA
BLK E LOTS 1.2

PARCEL NUMBER: 16810-005-04

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK E LOT 3.4.5 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 THENCE E 579.72 FT THENCE
S 27-26-00 E 1270.05 FT FOR POB THENCE CONTINUE S 27-26-00 E
50 FT THENCE N 62-34-00 E 120 FT THENCE N 27-26-00 W
50 FT THENCE S 62-34-00 W 120 FT TO POB (LOT 3) &
COM NW COR OF NE 1/4 OF SW 1/4 THENCE E 579.72 FT THENCE
S 27-26-00 E 1220.05 FT FOR POB THENCE CONTINUE S 27-26-00 E
50 FT THENCE N 62-34-00 E 120 FT THENCE N 27-26-00 W 50 FT
THENCE S 62-34-00 W 120 FT TO POB (LOT4) & COM NW COR OF
NE 1/4 OF SW 1/4 THENCE E 579.72 FT THENCE S 27-26-00 E
1170.05 FT FOR POB THENCE CONTINIE S 27-26-00 E 50 FT
THENCE N 62-34-00 E 120 FT THENCE N 27-26-00 W 50 FT THENCE
S 62-34-00 W 120 FT TO POB (LOT 5)

PARCEL NUMBER: 16810-005-06

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE
PONDEROSA
BLK E LOT 6
MORE PARTICULARLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 OF SEC 12, TH E
579.72 FT, TH S 27-26 E 1120.05 FT TO POB. TH S 27-26 E 50
FT, TH N 62-34 E 120 FT, TH N 27-26 W 50 FT, TH S 62-34 W
120 FT TO POB. SUB TO EASEMENT 20 FT ALG ELY BDY HEREOF FOR
INGRESS, EGRESS & UTILITIES.

PARCEL NUMBER: 16810-005-07

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK E LOTS 7.8.9.45.46.47
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 438.88 FT
TH S 27-26 E 1034.94 FT TO POB TH S 27-26 E 150 FT TH N 62-34 E
125 FT TH N 27-26 W 150 FT TH S 62-34 W 125 FT TO POB. AKA LOTS 45.46.47 &
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 438.88 FT TH S 27-26 E
1034.94 FT TH N 62-34 E 125 FT TO POB TH S 27-26 E 150 FT TH N 62-34 E
125 FT TH N 27-26 W 150 FT TH S 62-34 W 125 FT TO POB. AKA LOTS 7.8.9
SUB TO EASEMENT 25 FT IN WIDTH ALG ELY BDY HEREOF

PARCEL NUMBER: 16810-005-10

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK E LOT 10 AKA: COM NW COR OF NE 1/4 OF SW 1/4 TH E 579.72 FT TH
S 27-26 E 920.05 FT TO POB TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH
N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB
SUBJECT TO AN EASEMENT 25 FT WIDE ALONG ELY BDY FOR INGRESS AND EGRESS &
BK E LOT 11 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 714.91 FT TH S 27-26-00 E 807.85 FT TO POB TH S 27-26-00 E 50 FT TH N 62-34-00 E 120 FT TH N 27-26-00 W 50 FT TH S 62-34-00 W 120 FT TO POB.

PARCEL NUMBER: 16810-005-13

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK E LOTS 12.13 MORE FULLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 579.72 FT TH
S 27-26-00 E 820.05 FT TO POB TH S 27-26-00 E 50 FT TH N 62-34-00 E
120 FT TH N 27-26-00 W 50 FT TH S 62-34-00 W 120 FT TO POB. AKA LOT 12
FROM NW CORR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 579.72 FT TH
S 27-26 E 770.05 FT TO POB TH S 27-26 E 50 FT TH N 62-34 E 125 FT
TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB. AKA LOT 13

PARCEL NUMBER: 16810-005-14

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK E LOT 14
16810-005-15
SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK E LOT 15 AKA FROM NW COR OF NE 1/4 OF SW 1/4
E 579.72 FT S 27-26 E 670.05 FT POB S 27-26 E 50 FT
N 62-34 E 125 FT N 27-26 W 50 FT S 62-34 W 125 FT TO POB

PARCEL NUMBER: 16810-005-16

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDERSOA
BLK E LOT 16

PARCEL NUMBER: 16810-005-17

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264

PONDEROSA
BLK E LOT 17
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-005-18

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA UNREC
LOT 18

PARCEL NUMBER: 16810-005-19

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK E LOTS 19.20.21 MORE PARTICULARLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 579.72 FT
TH S 27-26-00 E 420.05 FT TO POB TH S 27-26-00 E
100 FT TH N 62-34-00 E 125 FT TH N 27-26-00 W
100 FT TH S 62-34-00 W 125 FT TO POB SUBJECT TO
AN EASEMENT ALONG E 25 FT THEREOF LOTS 19.20 &
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 579.72 FT
TH S 27-26-00 E 370.05 FT TO POB TH S 27-26-00 E
50 FT TH N 62-34-00 E 125 FT TH N 27-26-00 W
50 FT TH S 62-34-00 W 125 FT TO POB SUBJEC TO
AN EASEMENT ALONG E 25 FT THEREOF

PARCEL NUMBER: 16810-005-22

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK E LOT 22 BEING MORE PARTICULARLY DESC AS:
FROM THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 579.72 FT TH S 27-26 E
320.05 FT TO THE POB TH CONT S 27-26 E 50 FT TH N 62-34 E 125 FT TH
N 27-26 W 50 FT TH S 62-34 W 125 FT TO THE POB
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-005-23

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK E LOT 23

PARCEL NUMBER: 16810-005-24

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
THE PONDEROSA

BK E LOTS 24.25 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS
COM NW COR OF NE 1/4 OF SW 1/4 THENCE E 579.72 FT THENCE
S 27-26-00 E 220.05 FT FOR POB THENCE CONTINUE S 27-26-00 E
50 FT THENCE N 62-34-00 E 125 FT THENCE N 27-26-00 W 50 FT
THENCE S 62-34-00 W 125 FT TO POB SUBJ TO AN EASEMENT 25 FT
FOR INGRESS AND EGRESS ALG ELY BDY THEREOF ((E-24) &
COM NW COR OF NE 1/4 OF SW 1/4 THENCE E 579.72 FT THENCE
S 27-26-00 E 170.05 FT FOR POB THENCE CONTINUE S 27-26-00 E
50 FT THENCE N 62-34-00 E 125 FT THENCE N 27-26-00 W 50 FT
THENCE S 62-34-00 W 125 FT TO POB SUBJ TO AN EASEMENT OF
25 FT ALG ELY BDY FOR INGRESS AND EGRESS (E-25)

PARCEL NUMBER: 16810-005-26

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK E LOT 26 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 14 OF SEC 12 THENCE E ALG
N BDY OF NE 1/4 OF SE 1/4 579.72 FT FOR POB FROM POB
THUS DESCRIBED S 27-26-00 E 170.05 FT THENCE N 62-34-00 E
125 FT THENCE N 27-26-00 W TO N BDY OF NE 1/4 OF SW 1/4
THENCE W ALG N BDY TO POB

PARCEL NUMBER: 16810-005-27

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK E LOT 27 AKA
FROM NW COR OF NE 1/4 OF SW 1/4 E ALG N BDY OF NE 1/4 OF SW
1/4 438.88 FT TO POB S 27-26 E 184.94 FT N 62-34 E 125 FT N
27-26 W 140.05 FT W 140.84 FT TO POB
SUBJ TO 25 FT EASEMENT ALG WLY BDY & SUBJ TO 50 FT EASEMENT ALG N BDY

PARCEL NUMBER: 16810-005-28

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 064
PONDEROSA
BLK E LOT 28 MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 THENCE E 438.88 FT THENCE
S 27-26-00 E 184.94 FT FOR POB THENCE S 27-26-00 E 50 FT
THENCE N 62-34-00 125 FT THENCE N 27-26-00 W 50 FT THENCE
S 62-14-00 W 125 FT TO POB
SUBJ TO EASEMENT 25 FT ALG WLY BDY THERE OF FOR INGRESS AND EGRESS &
BLK E LOT 29 BEING MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 THENCE E 438.88 FT THENCE
S 27-26-00 E 234.94 FT FOR POB THENCE CONTINUE S 27-26-00 E
50 FT THENCE N 62-34-00 E 125 FT THENCE N 27-26-00 W 50 FT

THENCE S 62-34-00 W 125 FT TO POB
SUBJ TO AN EASEMENT OF 25 FT ALG WLY BDY FOR INGRESS AND EGRESS
Parent Parcel: 16810-005-27

PARCEL NUMBER: 16810-005-30

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 064
PONDEROSA
BLK E LOT 30 & N 1/2 OF LOT 31 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 438.88 FT TH
S 27-26 E 284.94 FT TO THE POB TH CONT S 27-26 E 75 FT TH N 62-34 E
125 FT TH N 27-26 W 75 FT TH S 62-34 W 125 FT TO THE POB
SUBJECT TO EASEMENT 25 FT WIDE ALONG WLY BDY FOR INGRESS &
EGRESS
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-005-31

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK E LOT 32 & S 1/2 OF LOT 31 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 TH E 438.88 FT TH S 27-26-00 E
359.94 FT TO THE POB TH CONT S 27-26-00 E 75 FT TH N 62-34-00 E 125 FT
TH N 27-26-00 W 75 FT TH S 62-34-00 W 125 FT TO THE POB

SUBJECT TO AN INGRESS-EGRESS EASEMENT ALONG W 25 FT THEREOF
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-005-33

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK E LOT 33 BEING MORE PARTICULARLY DESC AS:
FROM THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 438.88 FT
TH S 27-26 E 434.94 FT TO POB TH S 27-26 E 50 FT
TH N 62-34 E 125 FT TH N 27-26 W 50 FT TH S 62-34 W
125 FT TO THE POB &
BLK E LOT 34 BEING MORE PARTICULARLY DESC AS:
FROM THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 E 438.88 FT
TH S 27-26 E 484.94 FT TO POB TH S 27-26 E 50 FT TH
N 62-34 E 125 FT TH N 27-26 W 50 FT TH S 62-34 W
125 FT TO THE POB &
BLK E LOT 35 BEING MORE PARTICULARLY DESC AS:
FROM THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 E 438.88 FT
TH S 27-26 E 534.94 FT TO POB TH S 27-26 E 50 FT TH
N 62-34 E 125 FT TH N 27-26 W 50 FT TH S 62-34 W
125 FT TO THE POB

SUBJ TO AN ESMT 25 FT WIDE ALG WLY BDY HEREOF FOR INGRESS, EGRESS & UTILITIES

PARCEL NUMBER: 16810-005-36

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK E LOTS 36.37.38 MORE PARTICULARLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 E ALG N BDY OF NE 1/4 OF SW 1/4 438.88 FT S 27-26 E 584.94 FT TO POB S 27-26 E 50 FT N 62-34 E 125 FT N 27-26 W 50 FT S 62-34 W 125 FT TO POB &
FROM NW COR OF NE 1/4 OF SW 1/4 E ALG N BDY OF NE 1/4 OF SW 1/4 438.88 FT S 27-26 E 634.94 FT TO POB S 27-26 E 100 FT N 62-34 E 125 FT N 27-26 W 100 FT S 62-34 W 125 FT TO POB

PARCEL NUMBER: 16810-005-39

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK E LOTS 39.40
LOT 39 BEING MORE PARTICULARLY DESCRIBED AS:
COM NW COR OF NE 1/4 OF SW 1/4
TH E 438.88 FT TH S 27-26 E 734.94 FT TO POB
TH S 27-26 E 50 FT TH N 62-64 E 125 FT TH N 27-26 W 50 FT
TH S 62-34 W 125 FT TO POB
SUBJECT TO A 25 FT EASEMENT ALG WLY BDY THEREOF &
LOT 40 BEING MORE PARTICULARLY DESCRIBED AS:
COM NW COR OF NE 1/4 OF SW 1/4
TH E 438.88 FT TH S 27-26 E 784.94 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH N 27-26 W 50 FT
TH S 62-34 W 125 FT TO POB
SUBJECT TO A 25 FT EASEMENT ALG WLY BDY THEREOF

PARCEL NUMBER: 16810-005-41

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK E LOT 41 BEING MORE PARTICULARLY DESC AS:
COM AT NW COR OF NE 1/4 OF SW 1/4
TH E 438.88 FT TH S 27-26 E 834.94 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH N 27-26 W 50 FT
TH S 62-34 W 125 FT TO POB

PARCEL NUMBER: 16810-005-42

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK E LOTS 42.43 AKA:
LOT 42: COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 438.88 FT TH
S 27-26 E 884.94 FT TO POB TH S 27-26 E 50 FT TH N 62-34 E
125 FT TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB &
LOT 43: COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 438.88 FT TH
S 27-26 E 934.94 FT TO POB TH S 27-26 E 50 FT TH N 62-34 E
125 FT TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB
ALL SUBJECT TO AN ESMT 25 FT ALG WLY BDY FOR INGRESS &
EGRESS & UTILITIES
Parent Parcel: 16810-005-41

PARCEL NUMBER: 16810-005-44

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK E LOT 44

PARCEL NUMBER: 16810-005-48

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE
PONDEROSA
BLK E LOT 48 MORE PARTICULARLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 OF SEC 12, TH E 438.88
FT, TH S 27-26 E 1184.94 FT TO POB, TH S 27-26 E 50 FT, TH
N 62-34 E 125 FT, TH N 27-26 W 50 FT, TH S 62-34 W 125 FT
TO POB. SUB TO EASEMENT 25 FT WIDE ALG WLY BDY HEREOF FOR
INGRESS & EGRESS & UTILIITES.

PARCEL NUMBER: 16810-005-49

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK E LOTS 49.50.51.
BEING DESC AS: COM AT NW COR OF NE 1/4 OF SW 1/4 TH E
438.88 FT TH S 27-26 E 1234.94 FT TO POB TH S 27-26 E 150 FT
TH N 62-34 E 125 FT TH N 27-26 W 150 FT TH S 62-34 W 125 FT
TO POB SUBJECT TO AN ESMT 25 FT WIDE ALG WLY BDRY HEREOF FOR
INGRESS, EGRESS AND UTILITIES

PARCEL NUMBER: 16810-005-52

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK E LOT 52 & 53 BEING MORE PARTICULARLY DESC AS FOLLOWS:

COM NW COR OF NE 1/4 OF SW 1/4 FRACTIONAL SEC 12 THENCE
E 438.88 FT THENCE S 27-26-00 E 1441.27 FT FOR POB THENCE
S 27-26-00 E 127.34 FT THENCE N 81-30-00 E 132.14 FT THENCE
N 27-26-00 W 170.21 FT THENCE S 62-34-00 W 125 FT TO POB
SUBJ TO AN EASEMENT 25 FT IN WIDTH ALG WLY BDY AND 50 FT IN
WIDTH ALG SLY BDY

PARCEL NUMBER: 16810-006-02

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOT 2 AKA
FROM NW COR OF NE 1/4 OF SW 1/4 OF SECTION 12 E 298.04 FT
S 27-26 E 1399.9 FT TO POB S 27-26 E 50 FT N 62-34 E 125
FT N 27-26 W 50 FT S 62-34 W 125 FT TO POB
SUBJ TO EASEMENT ALG E BDY FOR INGRESS

& BLK F LOT 3 BEING MORE PARTICULARLY DESC:
FROM THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 410.71
FT TH S 27-26 E 1297.99 FT TO THE POB TH CONT S 27-26 E 50
FT TH S 62-34 W 100 FT TH N 27-16 W 50 FT TH N 62-34 E 100
FT TO POB &

FROM NW COR OF NE1/4 OF SW1/4 E 410.71 FT S 27-26 E
1397.99 FT TO POB FROM POB S 27-26 E 65.90 FT S 81-30 W
105.71 FT N 27-26 W 31.60 FT N 62-34 E 100 FT TO POB
L 1 BK F PONDEROSA 362/399

PARCEL NUMBER: 16810-006-05

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOT 5 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 E 410.71 FT
S 27-26 E 1197.99 FT TO POB S 27-26 E 50 FT TH S 62-34 W 100 FT
TH N 27-26 W 50 FT N 62-34 E 100 FT TO POB &
BLK F LOT 4 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 298.04 FT TH S 27-26 E 1299.91 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB.
SUB TO EASEMENT OF 25 FT WIDE ALG ELY BDY FOR INGRESS, EGRESS & UTILITES

PARCEL NUMBER: 16810-006-06

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA

BLK F LOT 6 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12
TH E 298.04 FT TH S 27-26 E 1199.91 FT TO THE POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH N 27-26 W 50 FT
TH S 62-34 W 125 FT TO THE POB &
BLK F LOT 7 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12
TH E 298.04 FT TH S 27-26 E 1149.91 FT TO THE POB TH S 27-26 E 50 FT
TH N 62-34 E 125 FT TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO THE POB

PARCEL NUMBER: 16810-006-08

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOT 8 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 298.04 FT TH
S 27-26 E 1099.91 FT TO THE POB TH S 27-26 E 50 FT TH N 62-34 E 125 FT
TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO THE POB
SUBJECT TO AN EASEMENT 25 FT WIDE ALONG ELY BNDY &
BLK F LOTS 9.10

PARCEL NUMBER: 16810-006-11

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA BLK F LOT 11 MORE PARTICULARLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 410.71 FT
TH S 27-26-00 E 897.99 FT FOR POB TH S 27-26-00 E
50 FT TH S 62-34-00 W 100 FT TH N 27-26-00 W
50 FT TH N 62-34-00 E 100 FT TO POB
BLK F LOT 12 MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 THENCE E ALG
N BDY OF NE 1/4 OF SW 1/4 298.04 FT THENCE
S 27-26-00 E 899.91 FT FOR POB THENCE S 27-26-00 E 50 FT
THENCE N 62-34-00 E 125 FT THENCE N 27-26-00 W 50 FT THENCE
S 62-34-00 W 125 FT TO POB

PARCEL NUMBER: 16810-006-13

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOTS 13.14 MORE PARTICULARLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 298.04 FT
TH S 27-26-00 E 849.91 FT TO POB TH S 27-26-00 E
50 FT TH S 62-34-00 W 125 FT TH N 27-26-00 W 50 FT
TH N 62-34-00 E 125 FT TO POB SUBJECT TO AN EASEMENT
OVER ELY 25 FT THEREOF LOT 13 &
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 438.88 FT

TH S 27-26-00 E 735.02 FT TO POB TH S 27-26-00 E
50 FT TH S 62-34-00 W 125 FT TH N 27-26-00 W 50 FT TH N 62-34 E 125 FT
TO POB SUBJECT TO AN EASEMENT OVER ELY 25 FT THEREOF
LOT 14
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-006-15

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK F LOTS 15.16 BEING MORE PARTICULARLY DESC AS:
FROM THE NW COR OF THE NE 1/4 OF SW 1/4 OF SEC 12 TH E 410.71 FT TH S 27-26 E
697.99 FT TO THE POB TH CONT S 27-26 E 100 FT TH S 62-34 W 100 FT TH N 27-26 W
100 FT TH N 62-34 E 100 FT TO THE POB

PARCEL NUMBER: 16810-006-18

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOTS 17.18 BEING MORE PARTICULARLY DESCRIBED AS:
FROM NW COR OF NE 1/4 OF SW 1/4 E ALG N BDY OF NE 1/4 OF
SW 1/4 298.04 FT S 27-26 E 599.91 FT TO POB S 27-26 E 50
FT N 62-34 E 125 FT N 27-26 W 50 FT S 62-34 W 125 FT TO
POB SUBJECT TO EASEMENT 25 FT WIDE ALG ELY BDY (LT 18) &
COM NW COR OF NE 1/4 OF SW 1/4 E ALG N BDY OF NE 1/4 OF
SW 1/4 298.04 FT S 27-26-00 E 649.91 FT TO POB S 17-26-E 50
FT N 62-34 E 125 FT N 27-26 W 50 FT S 62-34 W 125 FT TO POB
SUBJ TO AN EASEMENT ALG ELY BDY 25 FT (LOT 17)

PARCEL NUMBER: 16810-006-19

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOTS 19.20.39
LOTS 19 & 20 DESCRIBED AS FOLLOWS:
FROM THE NW COR OF THE NE 1/4 OF THE SW 1/4 OF
SEC 12 RUN E 298.04 FT TH S 27-26 E 499.91 FT TO POB
TH S 27-26 E 100 FT TH N 62-34 E 125 FT TH N 27-26 W
100 FT TH S 62-24 W 125 TO THE POB &
LOT 39 DESC AS FOLLOWS:
FROM THE NW COR OF THE NE 1/4 OF THE SW 1/4 OF
SEC 12 RUN E 157.21 FT TH S 27-26 E 614.72 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH N 27-26 W
50 FT TH S 62-34 W 125 FT TO THE POB

PARCEL NUMBER: 16810-006-22

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOT 21.22.23.35.36 & 37 MORE FULLY DESC AS FOLLOWS:
LOTS 21.22 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12
TH E 298.04 FT TH S 27-26 E 449.91 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT
TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB &
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12
TH E 298.04 FT TH S 27-26 E 399.91 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT
TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB &
LOT 23 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12
TH E 298.04 FT TH S 27-26 E 349.91 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E
125 FT TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB &
LOT 35 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12
TH E 157.21 FT TH S 27-26 E 414.72 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT
TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB &
LOT 36 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12
TH E 157.21 FT TH S 27-26 E 464.72 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT
TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB &
LOT 37 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12
TH E 157.21 FT TH S 27-26 E 514.72 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT
TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-006-24

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK F LOT 24.25
COM AT NW COR OF NE 1/4 OF SW 1/4 IF SEC 12 TH E 298.04 FT
TH S 27-26 E 249.91 FT TO POB TH S 27-26 E 100 FT TH N 62-
34 E 125 FT TH N 27-26 W 100 FT TH S 62-34 W 125 FT TO TO
POB.

PARCEL NUMBER: 16810-006-26

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264

PONDEROSA
BLK F LOT 26 BEING DESC AS FOLLOWS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 298.04
FT TH S 27-26-00 E 199.91 FT FOR POB TH S 27-26-00 E 50 FT
TH N 62-34-00 E 125 FT TH N 27-26-00 W 50 FT TH
S 62-34-00 W 125 FT TO THE POB &
BLK F LOT 27 BEING DESC AS FOLLOWS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 298.04
FT TH S 27-26-00 E 149.91 FT FOR POB TH S 27-26-00 E 50 FT
TH N 62-34-00 E 125 FT TH N 27-26-00 W 50 FT TH
S 62-34-00 W 125 FT TO THE POB

PARCEL NUMBER: 16810-006-28

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOT 28 BEING DESC AS FOLLOWS:
FROM THE NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 298.04
FT TO THE POB TH E 140.84 FT TH S 27-26 E 85.02 FT TH
S 62-34 W 125 FT TH N 27-26 W 149.91 FT TO THE POB
AS DESC IN OR BK 356/133

PARCEL NUMBER: 16810-006-29

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK F LOT 29 BEING DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 157.21 FT TO POB
TH S 27-26 E 164.72 FT TH N 62-34 E 125 FT TH N 27-26 W 99.82 FT
TH W 140.84 FT TO POB
SUBJ TO AN ESMT 50 FT WIDE ALONG THE N BDRY HEREOF & 25 FT
ALONG THE W BDRY HEREOF FOR INGRESS, EGRESS & UTILITIES

PARCEL NUMBER: 16810-006-30

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOTS 30.31
MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 TH E 157.21 FT TH
S 27-26 E 164.72 FT TO POB TH S 27-26 E 100 FT TH
N 63-24 E 125 FT TH N 27-26 W 100 FT TH S 62-34 W
125 FT TO POB SUBJECT TO AN EASEMENT 25 FT WIDE
ALONG WLY BDY FOR INGRESS AND EGRESS
& BLK F LOT 32

PARCEL NUMBER: 16810-006-33

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOTS 33.34.
MORE PARTICULARLY DESC AS FOLLOWS: LOT 33 DESC AS FOLLOWS: COM AT NW COR OF NE 1/4 OF SW
1/4 OF SEC 12 TH E 157.21 FT TH S 27-26 E 314.72 FT TO POB
TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH N 27-26 W 50 FT
TH S 62-34 W 125 FT TO POB. SUB TO 25 FT WIDE EASEMENT FOR
UTLITIES.
MORE PARTICULARLY DESC AS FOLLOWS: LOT 34 DEC AS FOLLOW: COM AT NW COR OF NE 1/4 OF SW 1/4
OF SEC 12 TH E 157.21 FT TH S 27-26 E 364.72 FT TO POB, TH
S 27-26 E 50 FT TH N 62-34 E 125 FT TH N 27-26 W 50 FT TH S
62-34 W 125 FT TO POB. SUB TO EASMENT 25 FT FOR UTILITIES.

PARCEL NUMBER: 16810-006-38

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK F LOT 38 MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 THENCE E 157.21 FT THENCE
S 27-26-00 E 564.72 FT FOR POB THENCE CONTINUE S 27-26-00 E
50 FT THENCE N 62-34-00 E 125 FT THENCE N 27-26-00 W 50 FT
THENCE S 62-34-00 W 125 FT TO POB SUBJ TO EASEMENT 25 FT
ALG WLY BDY THEREOF

PARCEL NUMBER: 16810-006-40

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOTS 40.41.42.43
BLK F LOTS 40.41 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 157.21 FT TH S 27-26 E
664.72 FT TO POB FROM POB S 27-26 E 50 FT TH N 62-34 E 125 FT TH
N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB. AKA BLK F LOTS 40.41
SUB TO EASEMENT 25 FT WIDE ALG WLY BDY HEREOF FOR INGRESS/EGRESS &
BLK F LOT 42 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 157.21 FT TH S 27-26 E
764.12 FT TO POB FROM POB TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH
N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB.
SUB TO EASEMENT 25 FT WIDE ALG WLY BDY HEREOF FOR INGRESS/EGRESS &
BLK F LOT 43 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 410.71 FT TH S 27-26 E
697.99 FT TH S 27-26 E 50 FT TH S 62-34 W 100 FT TO POB FROM POB TH
S 62-34 W 100 FT TH N 27-26 W 50 FT TH N 62-34 E 100 FT TH S 27-26 E
50 FT TO POB.

PARCEL NUMBER: 16810-006-44

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOT 44 MORE PARTICULARLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 RUN E
ALG N BDRY OF SAID NE 1/4 OF SW 1/4 OF SEC 12 157.21 FT TH
S 27-26 E 864.72 FT TO POB FROM POB CON TO RUN S 27-26 E
50 FT TH N 62-34 E 125 FT TH N 27-26 W 50 FT TH S 62-34
W 125 FT TO POB SUBJECT TO AN EASEMENT 25 FT WIDE ALG
W`LY BDRY FOR INGRESS, EGRESS AND UTILITIES &
BLK F LOT 45 MORE PARTICULARLY DESC AS FOLLOWS:FROM NW COR OF NE 1/4 OF SW 1/4 RUN E
ALG N BDRY OF NE 1/4 OF SW 1/4 OF SEC 12 157.21 FT TH S
27-26 E 914.72 FT TO POB FROM POB CON TO RUN S 27-26 E 50
FT TH N 62-34 E 125 FT TH N 27-26 W 50 FT TH S 62-34 W
125 FT TO POB SUBJECT TO AN EASEMENT 25 FT WIDE ALG W`LY
BDRY FOR INGRESS, EGRESS AND UTILITIES &
BLK F LOT 46 MORE PARTICULARLY DESC AS FOLLOWS: FROM NW COR OF NE 1/4 OF SW 1/4 RUN E ALG
N BDRY OF SAID NE 1/4 OF SW 1/4 OF SEC 12 157.21 FT TH S
27-26 E 964.72 FT TO POB FROM POB CONT TO RUN S 27-26 E
50 FT TH N 62-34 E 125 FT TH N 27-26 W 50 FT TH S 62-34 W
125 FT TO POB SUBJECT TO AN EASEMENT 25 FT WIDE ALG W`LY
BDRY FOR INGRESS, EGRESS AND UTILITIES

PARCEL NUMBER: 16810-006-47

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOTS 47.48 DESC AS FOLLOWS:
BLK F LOT 47 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 157.21 FT TH S 27-26 E
1064.80 FT TO POB FROM POB TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH
N 27-26 W 50 FT TH S 52-34 W 125 FT TOO POB.
SUB TO EASEMENT 25 FT IN WIDTH ALG WLY BDY HEREOF FOR INGRESS/EGRESS &
BLK F LOT 48 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 157.21 FT TH S 27-26 E
1064.72 FT TO POB FROM POB TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH
N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB.
SUB TO EASEMENT 25 FT WIDE ALG WLY BDY HEREOF FOR INGRESS/EGRESS

PARCEL NUMBER: 16810-006-49

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOT 49 ALSO DESC AS:
COM AT NW COR OF NE 1/4 OF SW 1/4 TH E 157.21 FT

TH S 27-26-00 E 1114.72 FT TO POB TH S 27-26-00 E
50 FT TH N 62-34-00 E 125 FT TH N 27-26-00 W
50 FT TH S 62-34-00 W 125 FT TO POB SUBJECT
TO AN EASEMENT 25 FT WIDE ALG WLY BDY

PARCEL NUMBER: 16810-006-50

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOTS 50.51 DESC ASFOLLOWS:
BLK F LOT 50 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 157.21 FT TH S 27-26 E
1264.72 FT TO POB FROM POB TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH
N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB
SUB TO EASEMENT 25 FT WIDE ALG WLY BDY HEREOF FOR INGRESS/EGRESS&
BLK F LOT 51 DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 157.21 FT TH S 27-26 E 1
264.72 FT TO POB TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH N 27-26 W
50 FT TH S 62-34 W 125 FT TO POB.
SUB TO EASEMENT 25 FT WIDE ALG WLY BDY HEREOF FOR INGRESS/EGRESS

PARCEL NUMBER: 16810-006-52

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOTS 52.53 MORE FULLY DESC AS FOLLOWS:
LOT 52 BLK F AKA FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E
157.21 FT TH S 27-26 E 1264.72 FT TO POB TH S 27-26 E 50 FT TH
N 62-34 E 125 FT TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB. &

LOT 53 BLK F AKA FROM NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E
157.21 FT TH S 27-26 E 1314.72 FT TO POB TH S 27-26 E 50 FT TH N 62-34 E
125 FT TH N 27-26 W 50 FT TH S 62-34 W 125 FT TO POB.
SUB TO EASEMENT 25 FT WIDE ALG W BDY HEREOF FOR INGRESS & EGRESS
Parent Parcel: 16810-000-00

PARCEL NUMBER: 16810-006-54

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK F LOTS 54.55.56
BLK F LOT 54 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 THENCE E ALG N BDY OF
NE 1/4 OF SW 1/4 157.21 FT TH S 27-26-00 W 1364.72 FT
TO POB TH S 27-26 E 50 FT TH N 62-34 E 125 FT TH
N 27-26 W 50 FT TH S 62-34 E 125 FT TO POB SUBJECT TO AN EAS
EMENT ALONG WLY BDY FOR INGRESS AND EGRESS

AND BLK F LOT 55 BEING MORE FULLY DESCRIBED AS FOLLOWS:
FROM THE NW COR OF THE NE 1/4 OF THE SW 1/4 OF 12-14-26 RUN
E ALG THE N BDY A 157.21 FT TH S 27-26-00 E 1414.72 FT TO
POB TH CONT TO RUN S 27-26-00 E 50 FT TH N 62-34-00-E 125 FT
TH N 27-26-00 W 50 FT TH S 62-34-00 W 125 FT TO POB &

BLK F LOT 56 BEING MORE FULLY DESC AS: FROM NW COR OF
NE 1/4 OF SW 1/4 TH E 157.21 FT TH S 27-26 E 1464.72 FT TH S 27-26 E 91.59 FT
TH N 81-30 E 132.14 FT TH N 27-26 W 134.46 FT THS 62-34 W 125 FT TO POB
SUBJECT TO AN EASEMENT 25 FT WIDE ALONG WLY BDY &
TO EASEMENT 50 FT WIDE ALONG SLY BDY

PARCEL NUMBER: 16810-007-50

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK G LOT 50 MORE PARTICULARLY DESC AS FOLLOWS:
FROM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SECTION 12
RUN E ALG N BDY OF NE 1/4 OF SW 1/4 714.91 FT TH S 27-26 E 1469.22
FT TH N 81-30 E 344.71 FT TO POB CONT N 81-30 E 73.06 FT TH N 2-8 W
83.83 FT TH N 79-25 W 160 FT MOL TO CTRLINE OF A CANAL TH SLY ALG
& WITH CTRLINE OF CANAL TO A PT THAT IS N 30-18 W OF POB TH
S 30-18 E TO POB SUBJ TO AN EASEMENT 50 FT IN WIDTH ALG SLY
BDY FOR INGRESS & EGRESS ALSO AN EASEMENT 17.5 FT IN WIDTH
ALG ELY BDY & ALSO AN EASEMENT ALG WLY BDY

PARCEL NUMBER: 16810-007-51

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK G LOT 51 MORE PARTICULARLY DESC AS FOLLOWS: COM NW COR OF NE 1/4 OF
SW 1/4 TH
TH E 714.91 FT TH S 27-26 E 1416.36 FT TH N 81-40 E
437.71 FT TH N 2-08 W 58.82 FT TO POB TH N 2-08 W
57.52 FT TH N 71-43 W 165 FT MORE OR LESS TO THE CENTER
LINE OF A CANAL TH SLY ALONG SAID CENTER LINE OF A CANAL
TO A PT THAT IS N 79-25 W OF POB TH S 79-25 E TO POB
SUBJECT TO AN EASEMENT 17.5 FT IN WIDTH ALONG ELY BDY
FOR INGRESS AND EGRESS

PARCEL NUMBER: 16810-007-52

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK G LOT 52 MORE PARTICULARLY DESC AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 TH E 714.91 FT

TH S 27-26 E 1442.79 FT TH N 81-30 E 429.13 FT
TH N 02-08 W 142.11 FT TO POB
TH N 02-08 W 60.14 FT TH N 72-08 W 160 FT MORE OR LESS TO THE
CENTER LINE OF A CANAL TH SLY ALONG AND WITH SAID
CENTER LINE TO A PT THAT IS N 71-43 W OF POB
TH S 71-43 E TO POB

PARCEL NUMBER: 16810-007-56

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK G LOTS 55 & 56
FROM THE NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E 714.91 FT
TH S 27-26 E 1416.36 FT TH N 81-30 E 437.71 FT TH N 02-68 W 297.55 FT
TO POB TH N 02-08 W 58.03 FT TH N 61-13 W 155 FT MOL TO CENTER LINE
OF CANAL TH SLY ALG CENTER LINE OF CANAL TO PT THAT IS N 71-45 W
OF POB TH S 71-45 E TO POB. SUB TO EASEMENT 17.5 FT IN WIDTH ALG
ELY BDY HEREOF FOR INGRESS, EGRESS & UTILITES. ALSO AN EASEMENT
FOR SUFFICIENT WIDTH ALG WLY BDY HEREOF FOR OPERATION OF CANAL. AKA
LOT 55
MORE PARTICULARLY DESC AS FOLLOWS:COM NW COR OF NE 1/4 OF SW 1/4
OF SEC 12 TH E 714.91 FT TH S 27-26 E 1469.22 FT TH N 81-30 E 417.77 FT TH
N 2-08 W 411.45 FT TO POB TH N 2-08 W 5.59 FT TH N 28-54 E 73.12 FT TH
N 36-14 E 3.93 FT TH N 69-54 W 150 FT MORE OR LESS TO THE CENTER LINE
OF A CANAL TH SLY ALONG CENTER LINE OF CANAL TO A PT THAT IS
N 61-13 W OF POB TH S 61-13 E TO POB (LOT 56)

PARCEL NUMBER: 16810-007-57

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK G LOTS 57.58 BEING MORE PARTICULARLY DESCRIBED AS:
COM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12 THENCE
E 714.91 FT THENCE S 27-26-00 E 1469.22 FT THENCE
N 81-30-00 E 417.77 FT THENCE N 02-08-00 W 411.45 FT THENCE
N 28-24-00 E 73.12 FT THENCE N 36-14-00 E 2.26 FT FOR POB
THENCE CONTINUE N 36-14-00 E 28.18 FT THENCE N 49-32-00 W
195 FT MORE OR LESS TO C/L OF A CANAL THENCE WLY ALG AND
WITH C/L TO A PT THAT IS N 69-54-00 W OF POB THENCE
S 69-54-00 E TO POB SUBJ TO AN EASEMENT 17.5 FT IN WIDTH ALG
E BDY FOR INGRESS AND EGRESS ALSO AN EASEMENT OF SUFFICIENT
WIDTH ALG W BDY FOR OPERATION AND MAINTENANCE OF CANAL
& COM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12
THENCE E 714.91 FT THENCE S 27-26-00 E 1469.22 FT THENCE
N 81-30-00 E 417.77 FT THENCE N 02-08-00 W 411.45 FT
THENCE N 28-54-00 E 73.12 FT THENCE N 36-14-00 E 2.44 FT
THENCE N 83-24-00 E 27.6 FT THENCE N 12-45-00 W 144 FT MORE
OR LESS TO C/L OF CANAL THENCE WLY AND SWLY ALG C/L OF

CANAL TO A PT THAT IS N 89-32-00 W OF POB THENCE
S 89-32-00 E TO POB

PARCEL NUMBER: 16810-007-59

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK G LOT 59

PARCEL NUMBER: 16810-007-60

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK G LOT 60 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 FRACTIONAL SEC 12 THENCE
E ALG N BDY OF SAID NE 1/4 OF SW 1/4 714.91 FT THENCE
S 27-26-00 E 1469.22 FT THENCE N 81-30-00 E 417.77 FT
THENCE N 02-08-00 W 411.45 FT THENCE N 20-24-00 E 73.12 FT
THENCE N 36-14-00 E 32.88 FT THENCE N 83-24-00 E 57.64 FT
FOR POB THENCE N 18-47-00 E 160 FT MORE OR LESS TO C/L OF
A CANAL THENCE ELY ALG AND WITH SAID C/L OF CANAL TO THE
WATERS EDGES OF LAKE GEORGE RETURN TO POB HEREIN ABOVE DESC
AND THENCE 74-43-00 E 37.88 FT TH N 66-55-00 E
215 FT MORE OR LESS TO WATERS EDGE OF LAKE GEORGE TH NLY ALG
& WITH THE WATERS OF LAKE GEORGE TO ITS INTERSECTION WITH
SAID C/L OF CANAL AND TO CLOSE

PARCEL NUMBER: 16810-007-61

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK G LOTS 61.62
MORE PARTICULARLY DESC AS FOLLOWS:COM NW COR OF NE 1/4 OF SW 1/4 OF
FRAC SEC 12
TH E 714.91 FT TH S 27-26 E 1442.79 FT TH N 81-30 E
561.59 FT TH N 2-08 W 352.43 FT TO POB TH N 2-08 W
120 FT TH N 66-55 E 235 FT MORE OR LESS TO WATERS
EDGE OF LAKE GEORGE TH SLY ALONG AND WITH THE SAID
WATERS EDGE TO A PT THAT IS N 69-35 E OF POB TH S 69-55 W
TO POB SUBJECT TO AN EASEMENT 17.50 FT IN WIDTH ALONG WLY
BDY FOR INGRESS AND EGRESS

PARCEL NUMBER: 16810-007-63

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
COM AT NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E

714.91 FT TH S 27-26-00 E 1442.79 FT TH N 81-30-00 E 561.56
FT TH N 02-08-00 W 323.10 FT TO POB TH N 02-08-00 W 60 FT
TH N 69-35-00 E 18.32 FT TH N 69-35-00 E 196.31 FT TH N 69-
35-00 E TO WATERS OF LAKE GEORGE TH CONT ALG WATERS TO PT
ON N BDY OF LOT 64 BLK G TH S 69-43-00 W ALG BDY OF LOT 64
THAT IS S 17-28-08 W 72.47 FT TH S 69-43-00 W 170.63 FT TH
S 69-43-00 W 18.36 FT TO POB.
SUBJECT TO AN EASEMENT 17.5 FT IN WIDTH ALONG THE WLY BNDY

PARCEL NUMBER: 16810-007-64

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK G LOT 64
FROM NW COR OF NE 1/4 OF SW 1/4 E 692.38 FT S 27-26 E
1419.88 FT N 81-30 E 593.74 FT N 2-08 W 212.79 FT TO POB N
2-08 W 60 FT N 69-43 E 210 FT MOL TO WTRS OF LK GEORGE SLY
TO A PT THAT IS N 74-35 E 200 FT MOL FROM POB S 74-35 W 200
FT MOL TO POB SUBJ TO EASEMENT 17.5 FT WIDE ALG WLY BDY FOR
INGRESS

PARCEL NUMBER: 16810-007-66

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BLK G LOTS 65.66.67
LOT 65 BEING DESC AS FOLLOWS:
COM AT THE NW COR OF THE NE 1/4 OF THE S/W 1/4 OF SEC 12 TH
E ALONG THE N BDRY OF SAID NE 1/4 OF SW 1/4 A DISTANCE OF
692.38 FT TH S 27-26-00 E 1419.88 FT TH N 81-30-00 E 593.99
FT TH N 02-08-00 W 152.38 FT TO THE POB TH CONT
N 02-08-00 W 58.39 FT TH N 74-35-00 E 192 FT MOL TO THE
WATERS OF LAKE GEORGE TH SLY ALONG & WITH THE SAID WATER OF
LAKE GEORGE TO A POINT THAT IS N 78-04-00 E OF THE POB TH
S 78-04-00 W TO THE POB
SUB TO AN ESMT ALONG THE WLY 17.5 FT THEREOF &
LOT 66 BEING DESC AS FOLLOWS:
COM AT THE NW COR OF THE NE 1/4 OF THE SW 1/4 OF FRACTIONAL
SEC 12 TH E ALONG TH N BDRY OF THE SAID NE 1/4 OF THE SW
1/4 A DISTANCE OF 714.91 FT TH S 27-26-00 E 1442.79 FT TH
N 81-30-00 E 563.28 FT TH N 02-08-00 W 113.87 FT TO THE POB
TH CONT N 02-08-00 W 59.18 FT TH N 78-10-00 E 205 FT MOL TO
THE WATERS OF LAKE GEORGE TH SLY ALONG & WITH THE SAID
WATERS OF LAKE GEORGE TO A POINT THAT IS N 80-43-00 E OF
THE POB TH S 80-43-00 W TO THE POB
SUB TO AN ESMT ALONG THE WLY 17.5 FT THEREOF &
LOT 67 BEING DESC AS FOLLOWS:
COM AT THE NW COR OF THE NE 1/4 OF THE SW 1/4 OF FRACTIONAL

SEC 12 TH E ALONG THE N BDRY OF SAID NE 1/4 OF SW 1/4 A
DISTANCE OF 714.91 FT TH S 27-26-00 E 1442.79 FT TH
N 81-30-00 E 561.58 FT TH N 02-08-00 W 46.2 FT TO THE POB
TH CONT N 02-08-00 W 71.55 FT TH N 80-43-00-E 95 FT (SHOULD
BE 195 FT?) MOL TO THE WATERS OF LAKE GEORGE TH SLY ALONG &
WITH THE SAID WATERS OF LAKE GEORGE TO A POINT THAT IS
N 80-06-00 E OF THE POB TH S 80-06-00 W TO THE POB

PARCEL NUMBER: 16810-007-68

SEC 12 TWP 14 RGE 26
PLAT BOOK UNR PAGE 264
PONDEROSA
BK G LOT 68 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12
TH E 714.91 FT TH S 27-26 E 1442.79 FT TH N 81-30 E 561.68 FT
TH S 02-08 W 25.16 FT TO THE POB
TH CONT N 02-08 W 71.36 FT TH N 80-06 E 207 FT MOL TO WATERS OF
LAKE GEORGE TH SLY ALONG WATERS EDGE TO PT THAT
IS N 81-30 E OF THE POB TH S 81-30 W TO THE POB
SUB TO EASEMENT 17.5 FT ALG WLY BDY HEREOF FOR INGRESS,
EGRESS & UTILITIES.

PARCEL NUMBER: 16810-008-01

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK H LOT 1 & S 1/2 LOT 2 MORE FULLY DESCRIBED AS FOLLOWS:
FROM THE NW COR OF THE NE 1/4 OF SW 1/4 OF FRACTIONAL SEC
12-14-26 RUN TH E ALG THE N BDY A DIS OF 714.91 FT TH
S 27-26-00 E 1469.22 FT TH N 81-30-00 E 417.77 FT TO POB
FROM THE POB THUS DESCRIBED RUN TH N 02-08-00 W 140.30 FT
TH N 81-30-00 E 135.22 FTTH S 02-08-00 E 140.30 FT TH
S 80-30-00 W 135.22 FT TO POB SUBJECT TO AN EASEMENT
17.5 FT IN WIDTH ALG THE E BDY AND 17.5 FT ALG THE W BDY
HEREOF FOR INGRESS AND EGRESS AND UTILITIES

PARCEL NUMBER: 16810-008-03

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BLK H LOT 3 & N 1/2 LOT 2 BEING MORE PARTICULARLY DESC AS:
FROM THE NW COR OF NE 1/4 OF SW 1/4 OF FRAC SEC 12 TH E
714.91 FT TH S 27-26 E 1469.22 FT TH N 81-30 E 417.77 FT TH
N 02-03 W 140.30 FT TO THE POB TH CONT N 02-03 W 90 FT TH
N 81-30 E 135.22 FT TH S 02-03 E 90 FT TH S 81-30 W 135.22
FT TO THE POB

PARCEL NUMBER: 16810-008-06

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK H LOT 6
MORE PARTICULARLY DESC AS FOLLOWS:
COM AT NW COR OF NE 1/4 OF SW 1/4 OF SEC 12 TH E 714.91 FT TH S 27-26 E 1469.22 FT TH N 81-30 E 417.77 FT TH N 02-08 W 350.3 FT TO POB TH N 02-08 W 60 FT TH N 81-30 E 135.22 FT TH S 02-08 E 60 FT TH S 81-30 W 135.22 FT TO POB.

PARCEL NUMBER: 16810-008-07

SEC 12 TWP 14 RGE 26
PLAT BOOK UR PAGE 264
PONDEROSA
BK H LOT 7 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COM NW COR OF NE 1/4 OF SW 1/4 OF FRACTIONAL SEC 12 THENCE E 714.98 FT THENCE S 27-26-00 E 1469.22 FT THENCE N 81-30-00 E 552.98 FT THENC N 02-08-00 W 410.30 FT FOR POB THENCE CONTINUE N 02-08-00 W 95.65 FT THENCE S 83-24-00 W 78.44 FT THENCE S 28-54-00 W 105.12 FT TO A PT THAT IS S 83-24-00 W FROM POB THENCE N 83-24-00 E TO POB SUBJ TO EASEMENT 17.5 FT IN WIDTH ALG NWLY AND ELY BDY

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE QUAIL CREEK IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Quail Creek Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Quail Creek Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
CARL ZALAK III, CHAIRMAN

ATTEST:

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR QUAIL CREEK IMPROVEMENT AREA

A subdivision as recorded in Plat Book “W”, at Page 096, and Page 097 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN RAINBOW LAKES ESTATES MUNICIPAL SERVICE TAXING UNIT FOR ROAD IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in Rainbow Lakes Estates Municipal Service Taxing Unit for Road Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for Rainbow Lakes Estates Municipal Service Taxing Unit for Road Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSTU to fund the cost of general services.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
CARL ZALAK III, CHAIRMAN

EXHIBIT A”

LEGAL DESCRIPTION FOR RAINBOW LAKES ESTAES MUNICIPAL SERVICE TAXING UNIT ROAD IMPROVEMENTS

A portion of a subdivision as recorded in Plat Book “F”, at Page 136 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “F”, at Page 138 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “F”, at Page 139 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “F”, at Page 146 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “F”, at Page 147 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “F”, at Page 148 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “G”, at Page 002 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “G”, at Page 003 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “G”, at Page 004 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “G”, at Page 005 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “G”, at Page 006 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “G”, at Page 007 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “G”, at Page 059 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “G”, at Page 081 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “G”, at Page 090 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “G”, at Page 113 of the Public Records of Marion County, Florida.

A portion of a subdivision as recorded in Plat Book “H”, at Page 054 of the Public Records of Marion County, Florida.

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE RIVERS' ACRES – SE 27TH ST- SE 28TH ST IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Rivers' Acres – SE 27th St – SE 28th St Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Rivers' Acres – SE 27th St – SE 28th St Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR RIVERS’ ACRES – SE 27TH ST- SE 28TH ST IMPROVEMENT AREA

A subdivision as recorded in Plat Book "F", at Page 127 of the Public Records of Marion County, Florida

AND
INCLUDING OUT PARCELS

PARCEL NUMBER: 3002-101-001
SEC 29 TWP 15 RGE 22
PLAT BOOK 002 PAGE 182
NEW RIVERS ACRES
LOT 1
Parent Parcel: 3003-002-013

PARCEL NUMBER: 3002-101-002
SEC 29 TWP 15 RGE 22
PLAT BOOK 002 PAGE 182
NEW RIVERS ACRES
LOT 2
Parent Parcel: 3003-002-013

PARCEL NUMBER: 3002-101-003
SEC 29 TWP 15 RGE 22
PLAT BOOK 002 PAGE 182
NEW RIVERS ACRES
LOT 3
Parent Parcel: 3003-002-013

PARCEL NUMBER: 3003-000-000
SEC 29 TWP 15 RGE 22
COM 647.62 FT W OF SE COR LOT 28 GILLIAMS SUB OF NE PT OF SANCHEZ GRANT TH N 25-56-00 W 980 FT TH S 05-28-00 W 895.4 FT TH E 515.7 FT TO POB
EXC COM 647.62 FT W OF SE COR LOT 28 GILLIAMS SUB TH N 25-56-00 W 980 FT TH S 05-28-00 W 35.17 FT TO THE POB TH CONT S 05-38-00 W 298.41 FT TH E 150.15 FT TH N 18-03-43 W 99.92 FT TH S 89-01-35 W 40 FT TH N 05-38-00 E 80 FT TH S 22-08-55 E 23.49 FT TH E 24.32 FT TH N 25-56-23 W 161.02 FT TH W 20.48 FT TO THE POB
EXC LOTS 1 & E 10 FT LOT 2 LOTS 5.6 BK A
EXC LOTS 2.3.4.12 13 BK B OF AN UNREC PLAT RIVER ACRES 1ST ADD
EXC COM AT NEWLY COR OF LOT 12 BLK A OF SAID RIVERS ACRES TH S 25-55 E 168.23 FT TH W 135 FT TO POB TH W 80 FT TH N 117 FT TH E 80 FT TH S 117 FT TO POB.
EXC COM AT NELY COR OF LOT 12 BLK A OF SAID RIVERS ACRES REC IN

PLAT BOOK F-127 TH S 25-55 E 168.23 FT TH W 215 FT FOR POB TH
W 90 FT TH N 117 FT TH E 90 FT TH S 117 FT TO POB.
EXC BLK A LOT 4 DESC AS FOLLOWS:
COM AT NELY COR OF LOT 12 BLK A OF SAID RIVERS ACRES ACCORDING
TO PLAT BOOK F-127 TH S 25-55 E 168.23 FT TH W 305 FT TO POB TH
W 98.28 FT TH N 05-38 E 117.57 FT TH E 86.73 FT TH S 117 FT TO POB.
EXC BLK B LOT 5 DESC AS FOLLOWS:
COM AT NE COR OF LOT 15 BLK A RIVERS ACRES ACORDING TO
PLAT BOOK F-127 TH W 360 FT TO POB TH W 90 FT TH S 116.27 FT
TH E 90 FT TH N 116.27 FT TO POB.
EXC BLK B LOT 6 DESC AS FOLLOWS:
COM AT NE COR OF LOT 15 BLK A RIVERS ACRES ACCORDING TO
PLAT BOOK F-127 TH W 450 FT TO POB TH W 90 FT TH S 116.27 FT
TH E 90 FT TH N 116.27 FT TO POB.
EXC BLK B LOT 7 DESC AS FOLLOWS:
COM AT NE COR OF LOT 15 BLK A RIVERS ACRES ACCORDING TO
PLAT BOOK F-127 TH W 540 FT TO POB TH W 82.34 FT TH S 05-38 W
116.83 FT TH E 93.23 FT TH N 116.27 FT TO POB.
EXC BLK B LOT 8 DESC AS FOLLOWS:
COM AT SE COR OF LOT 9 BLK A RIVERS ACRES ACCORDING TO PLAT
THEREOF REC IN PLAT BOOK F-127 TH W 575.19 FT TH S 05-38 W
285 FT TO POB TH S 05-38 W 167.45 FT TH E 120 FT TH N 05-38 E
167.45 FTT TH W 120 FT TO POB.
EXC BLK B LOT 9 DESC AS FOLLOWS:
COM AT SE COR OF LOT 9 BLK A RIVERS ACRES ACCORDING TO PLAT
BOOK F-127 TH W 575.19 FT TH S 05-38 W 190 FT TO POB TH
S 05-38 W 95 FT TH E 120 FT TH N 05-38 E 95 FT TH W 120 FT TO POB.
EXC BLK B LOT 10 DESC AS FOLLOWS:
COM AT SE COR OF LOT 9 BLK A RIVERS ACRES ACCORDING TO PLAT
BOOK F-127 TH W 575.19 FT TH S 05-38 W 95 FT TO POB TH S 05-38 W
95 FT TH E 120 FT TH N 05-38 E 95 FT TH W 120 FT TO POB.
EXC BLK B LOT 11 DESC AS FOLLOWS:
COM AT SE COR OF LOT 9 BLK A RIVERS ACRES ACCORDING TO PLAT
BOOK F-127 TH W 455.19 FT TO POB TH W 120 FT TH S 05-38 W 95 FT
TH E 120 FT TH N 05-38 E 95 FT TO POB.

PARCEL NUMBER: 3003-001-001
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR
RIVERS ACRES FIRST ADDITION
BLK A LOT 1 COM AT NELY COR OF BK A LOT 12 RIVERS ACRES
PLAT BOOK F PAGE 127 TH S 25-55 E 38.15 FT TO POB TH CONT
S 25-55 E 130.08 FT TO A PT ON THE WLY EXTENSION OF S LINE
BK B RIVERS ACRES TH W 125 FT N 117 FT E 68.15 FT TO POB
& E 10 FT OF LOT 2 BK A RIVERS ACRES FIRST ADDITON COM
AT NELY COR OF LOT 12 BK A RIVERS ACRES TH S 25-55 E 168.23
FT W 125 FT FOR POB TH N 117 FT W 10 FT S 117 FT E 10 FT
TO POB

PARCEL NUMBER: 3003-001-002

SEC 29 TWP 15 RGE 22
PLAT BOOK UNR PAGE 139
RIVERS ACRES FIRST ADDITION
LOT 2 BLK A EXC E 10 FT &
PORTION OF LOTS 11.12.13 BLK A.
ALL DESC AS FOLLOWS:
COM AT NEWLY COR OF LOT 12 BLK A OF SAID RIVERS ACRES
TH S 25-55 E 168.23 FT TH W 135 FT TO POB TH W 80 FT
TH N 117 FT TH E 80 FT TH S 117 FT TO POB
Parent Parcel: 3003-000-000

PARCEL NUMBER: 3003-001-003
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR PAGE 139
RIVERS ACRES FIRST ADDITION
BLK A LOT 3 DESC AS FOLLOWS:
COM AT NELY COR OF LOT 12 BLK A OF SAID RIVERS ACRES REC IN
PLAT BOOK F-127 TH S 25-55 E 168.23 FT TH W 215 FT FOR POB TH
W 90 FT TH N 117 FT TH E 90 FT TH S 117 FT TO POB.
Parent Parcel: 3003-000-000

PARCEL NUMBER: 3003-001-004
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR PAGE 139
RIVERS ACRES FIRST ADDITION
BLK A LOT 4 DESC AS FOLLOWS:
COM AT NELY COR OF LOT 12 BLK A OF SAID RIVERS ACRES ACCORDING
TO PLAT BOOK F-127 TH S 25-55 E 168.23 FT TH W 305 FT TO POB TH
W 98.28 FT TH N 05-38 E 117.57 FT TH E 86.73 FT TH S 117 FT TO POB.
Parent Parcel: 3003-000-000

PARCEL NUMBER: 3003-001-005
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR
RIVERS ACRES FIRST ADDITION
BLK A LOT 5 BEING MORE PARTICULARLY DESC AS:
COM AT THE NELY COR OF LOT 12 BLK A RIVERS ACRES (F-127)
TH S 25-55 E 38.15 FT TH W 225.09 FT TO THE POB TH CONT
W 110 FT TH N 05-38 E 117.57 FT TH E 98.46 FT TH S 117 FT
TO THE POB
AS DESC IN OR 381/873

PARCEL NUMBER: 3003-001-006
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR
RIVERS ACRES FIRST ADDITION
BLK A LOT 6 COM AT NELY COR OF LOT 12 BK A RIVERS ACRES
PLAT BOOK F PAGE 127 TH S25-55E 38.15 FT W 135.09 FT TO
POB TH W 90 FT N 117 FT TO A PT ON WLY EXTENSION OF N BDY
BK B RIVERS ACRES TH E 90 FT S 117 FT TO POB

PARCEL NUMBER: 3003-002-002
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR
RIVERS ACRES FIRST ADDITION
BLK B LOT 2
COM AT NE COR OF LOT 15 BK A RIVERS ACRES
PLAT BOOK F PAGE 127 TH W 90 FT TO POB TH CONT W 90 FT
S 116.27 FT E 90 FT N 116.27 FT TO POB

PARCEL NUMBER: 3003-002-003
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR
RIVERS ACRES FIRST ADDITION
BLK B LOT 3 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF LOT 15 BLK A RIVERS ACRES (F-127) TH W 180 FT
TO THE POB TH CONT W 90 FT TH S 116.27 FT TH E 90 FT TH N 116.27 FT
TO THE POB
AS DESC IN OR 643/503

PARCEL NUMBER: 3003-002-004
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR
RIVERS ACRES FIRST ADDITION
BLK B LOT 4 COM AT NE COR LOT 15 BK A RIVER ACRES PLAT
BOOK F PAGE 127 TH W 270 FT TO POB TH CONT W 90 FT S
116.27 FT E 90 FT N 116.27 FT TO POB

PARCEL NUMBER: 3003-002-005
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR PAGE 139
RIVERS ACRES FIRST ADDITION
BLK B LOT 5
BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF LOT 15 BLK A RIVERS ACRES F-127
TH W 360 FT TO THE POB TH CONT W 90 FT TH S 116.27 FT
TH E 90 FT TH N 116.27 FT TO THE POB
Parent Parcel: 3003-000-000

PARCEL NUMBER: 3003-002-006
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR PAGE 139
RIVERS ACRES FIRST ADDITION
BLK B LOT 6 DESC AS FOLLOWS:
COM AT NE COR OF LOT 15 BLK A RIVERS ACRES ACCORDING TO
PLAT BOOK F-127 TH W 450 FT TO POB TH W 90 FT TH S 116.27 FT
TH E 90 FT TH N 116.27 FT TO POB.
Parent Parcel: 3003-000-000

PARCEL NUMBER: 3003-002-007

SEC 29 TWP 15 RGE 22
PLAT BOOK UNR PAGE 139
RIVERS ACRES FIRST ADDITION
BLK B LOT 7 DESC AS FOLLOWS:
COM AT NE COR OF LOT 15 BLK A RIVERS ACRES ACCORDING TO PLAT BOOK F-127 TH W 540 FT TO POB TH W 82.34 FT TH S 05-38 W 116.83 FT TH E 93.23 FT TH N 116.27 FT TO POB.
Parent Parcel: 3003-000-000

PARCEL NUMBER: 3003-002-008
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR PAGE 139
RIVERS ACRES FIRST ADDITION
BLK B LOT 8 DESC AS FOLLOWS:
COM AT SE COR OF LOT 9 BLK A RIVERS ACRES ACCORDING TO PLAT THEREOF REC IN PLAT BOOK F-127 TH W 575.19 FT TH S 05-38 W 285 FT TO POB TH S 05-38 W 167.45 FT TH E 120 FT TH N 05-38 E 167.45 FTT TH W 120 FT TO POB.
Parent Parcel: 3003-000-000

PARCEL NUMBER: 3003-002-009
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR PAGE 139
RIVERS ACRES FIRST ADDITION
BLK B LOT 9 DESC AS FOLLOWS:
COM AT SE COR OF LOT 9 BLK A RIVERS ACRES ACCORDING TO PLAT BOOK F-127 TH W 575.19 FT TH S 05-38 W 190 FT TO POB TH S 05-38 W 95 FT TH E 120 FT TH N 05-38 E 95 FT TH W 120 FT TO POB.
Parent Parcel: 3003-000-000

PARCEL NUMBER: 3003-002-010
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR PAGE 139
RIVERS ACRES FIRST ADDITION
BLK B LOT 10 DESC AS FOLLOWS:
COM AT SE COR OF LOT 9 BLK A RIVERS ACRES ACCORDING TO PLAT BOOK F-127 TH W 575.19 FT TH S 05-38 W 95 FT TO POB TH S 05-38 W 95 FT TH E 120 FT TH N 05-38 E 95 FT TH W 120 FT TO POB.
Parent Parcel: 3003-000-000

PARCEL NUMBER: 3003-002-011
SEC 29 TWP 15 RGE 22
PLAT BOOK UNR PAGE 139
RIVERS ACRES FIRST ADDITION
BLK B LOT 11 DESC AS FOLLOWS:
COM AT SE COR OF LOT 9 BLK A RIVERS ACRES ACCORDING TO PLAT BOOK F-127 TH W 455.19 FT TO POB TH W 120 FT TH S 05-38 W 95 FT TH E 120 FT TH N 05-38 E 95 FT TO POB.
Parent Parcel: 3003-000-000

PARCEL NUMBER: 3003-002-012
SEC 29 TWP 15 RGE 22
COM 455.19 FT W OF SE COR LOT 9 BLK A RIVERS ACRES F-127
FOR POB W 120.00 FT N 05 DEG 38` E 192.97 FT N 89 DEG 01`
35 E 110 FT S 18 DEG 03`43 E 99.92 FT W 30.15 FT S 05
DEG 38` W 99.39 FT TO POB (THE S 99.39 FT THEREOF AKA
LOT 12 BK B RIVER`S ACRES 1ST ADD UNR)

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE ROLLING HILLS UNIT 2 SW 73RD STREET IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Cedar Hills Unit 2 SW 73rd Street Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Cedar Hills/Cedar Hills Addition/Cedar Hills Addition 2 Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR ROLLING HILLS UNIT 2 SW 73RD STREET IMPROVEMENT AREA

ROLLING HILLS UNIT 2
A subdivision as recorded in Plat Book "L", at Page 7, Page 8, Page 9, Page 10, Page 11, Page 12, Page 13, Page 14, Page 15 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE ROLLING HILLS UNIT ONE, UNIT 1-A, UNIT TWO, REPLAT OF A PORTION OF ROLLING HILLS UNIT 2-A, UNIT THREE, UNIT FOUR, UNIT FIVE IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Rolling Hills Unit One, Unit 1-A, Unit Two, Replat of a Portion of Rolling Hills Unit 2-A, Unit Three, Unit Four, Unit Five Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Rolling Hills Unit One, Unit 1-A, Unit Two, Replat of a Portion of Rolling Hills Unit 2-A, Unit Three, Unit Four, Unit Five Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR ROLLING HILLS UNIT ONE, UNIT 1-A, UNIT TWO, REPLAT OF A PORTION OF ROLLING HILLS UNIT 2-A, UNIT THREE, UNIT FOUR, UNIT FIVE IMPROVEMENT AREA

ROLLING HILLS UNIT ONE

A subdivision as recorded in Plat Book “K”, at Page 058A, Page 058B, Page 058C, Page 058D, Page 058E, Page 058F, Page 058G, Page 058H, Page 058I, Page 058J, Page 058K, Page 058L, Page 058M, Page 058N, Page 058O, and Page 058P of the Public Records of Marion County, Florida

ROLLING HILLS UNIT 1-A

A subdivision as recorded in Plat Book “N”, at Page 064, Page 065, Page 066, and Page 067 of the Public Records of Marion County, Florida

ROLLING HILLS UNIT TWO

A subdivision as recorded in Plat Book “L”, at Page 007, Page 008, Page 009, Page 010, Page 011, Page 012, Page 013, Page 014, and Page 015 of the Public Records of Marion County, Florida

REPLAT OF A PORTION OF ROLLING HILLS UNIT 2-A

A subdivision as recorded in Plat Book “T”, at Page 039, Page 040, Page 041, and Page 042 of the Public Records of Marion County, Florida

ROLLING HILS UNIT THREE

A subdivision as recorded in Plat Book “L”, at Page 023, Page 024, Page 025, Page 026, Page 027, Page 028, Page 029, Page 030, and Page 031 of the Public Records of Marion County, Florida

ROLLING HILLS UNIT FOUR

A subdivision as recorded in Plat Book “L”, at Page 047, Page 048, Page 049, Page 050, Page 051, Page 052, Page 053, Page 054, Page 055, Page 056, and Page 057 of the Public Records of Marion County, Florida

ROLLING HILLS UNIT FIVE

A subdivision as recorded in Plat Book “L”, at Page 077, Page 078, Page 079, Page 080, Page 081, Page 082, Page 083, Page 084, Page 085, Page 086, Page 087, Page 088, Page 089, Page 090, and Page 091 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE ROOSEVELT VILLAGE UNIT 1 IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Roosevelt Village Unit 1 Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Roosevelt Village Unit 1 Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR ROOSEVELT VILLAGE UNIT 1 IMPROVEMENT AREA

A subdivision as recorded in Plat Book “F”, at Page 019, and Page 020 of the Public Records of Marion County, Florida

AND
INCLUDING OUT PARCELS
29870-000-00, 31215-001-00 AND 31288-001-00

PARCEL NUMBER: 29870-000-00
SEC 28 TWP 15 RGE 22
COM AT THE SW COR OF SEC 28 TH S 89-59-48 E 361.08 FT TH N 54-48-48 W 265.30 FT TH S 34-11-12 W 100 FT TH S 54-48-48 E 59.49 FT TO THE POB TH CONT SELY ALONG LINE 174.23 FT TH S 12-27-11 W 427 .68 FT TH S 89-58-41 W 185.23 FT TH S 89-58-41 W 220.84 FT TH N 00-01-19 W 224.01 FT TO THE POC OF A TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 77.19 FT A CENTRAL ANGLE OF 39-28-54 A CHORD BEARING & DISTANCE OF N 19-43-08 E 52.14 FT TH NLY ALONG CURVE 53.19 FT TO THE POC OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 122.82 FT A CENTRAL ANGLE OF 39-28-54 A CHORD BEARING & DISTANCE OF N 19-43-08 E 82.97 FT TH NLY ALONG CURVE 84.63 FT TH N 00-01-19 W 225.34 FT TH S 54-48-48 E 125.29 FT TH S 19-32-02 W 100.84 FT TH S 70-29-00 E 140.15 FT TH N 35-11-12 E 190.50 FT TO THE POB

PARCEL NUMBER: 31215-001-00
SEC 33 TWP 15 RGE 22
COM SW COR LOT 1 BK H ROOSEVELT VILLAGE F-19 S 78-57-20 E 59.54 FT S 89-19-06 E 108.50 FT TO SWLY R/W PANAMA CIRCLE SELY ALONG R/W 146.56 FT TO NLY MOST COR LOT 1 BK E S 36-08-56 W 93.1 FT S 11-02-54 W 66.80 FT NWLY ALONG ARC 150 FT FROM & PARALLEL TO SWLY R/W PANAMA CIRCLE TO POB TRACT A

PARCEL NUMBER: 31288-001-00
SEC 33 TWP 15 RGE 22 PLAT
BOOK F PAGE 019
ROOSEVELT VILLAGE UNIT 1
BLK A LOTS 8, 9 &
THAT PT OF A 20 FT ALLEY LYING E OF LOTS 8.9 & BEGIN AT A PT ON THE W BNDY OF SE 1/4 OF SEC 33 A DISTANCE OF 1613.46 FT N OF THE SW COR TH 156.10 FT TH N 64-17-59 E 170.63 FT TH S 26-39-30 E 375.34 FT TH S 61-25-10 W 172 FT TH N 15-52 W 92 FT TH N 55-49 W 176.45 FT TO THE POB

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SHERWOOD HILLS ESTATES MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Sherwood Hills Estates Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Sherwood Hills Estates Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SHERWOOD HILLS ESTATES MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as unrecorded Page 079 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SILVER CREEK IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Silver Creek Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Silver Creek Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SILVER CREEK IMPROVEMENT AREA

A subdivision as recorded in Plat Book "S", at Page 97, Page 98 Page 99, and Page 100 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SILVER SPRINGS ACRES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Silver Springs Acres Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Silver Springs Acres Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SILVER SPRINGS ACRES IMPROVEMENT AREA

An unrecorded subdivision as recorded in Plat Book "UNR", at Page 224 of the Public Records of Marion County, Florida

TO INCLUDE PARCELS:

PARCEL NUMBER: 4492-001-000
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 COMMERCIAL TRACT
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-001
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK A LOT 1
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-002
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 2
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-003
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 3
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-004
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK A LOT 4
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-005
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 5
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-006
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 6
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-007
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 7
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-008
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 8
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-009
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 9
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-010
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 10
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-011
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK A LOT 11
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-012
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 12
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-013
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 13
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-014
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 14
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-015
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 15
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-016
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 16
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-017
SEC 28 TWP 17 RGE 22

PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 17
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00

PARCEL NUMBER: 4492-001-018
SEC 28 TWP 17 RGE 22
PLAT BOOK UNRE PAGE 224
SILVER SPRINGS ACRES
BLK 1 LOT 18
SUB TO EASEMENT OF RECORD
Parent Parcel: 44805-002-00
PARCEL NUMBER: 4492-001-019
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK A LOT 19 BEING MORE FULLY DESC AS FOLLOWS:
S 130 FT OF W 330 FT OF E 1/2 OF SE 1/4
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-001-000

PARCEL NUMBER: 4492-001-020
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK A LOT 20 BEING MORE FULLY DESC AS FOLLOWS:
THAT PORTION OF THE W 330 FT OF THE E 1/2 OF THE NE 1/4 OF
SEC 33 LESS & EXC THE S 2521.42 FT THEREOF & EXC THE
E 25 FT THEREOF FOR ROADWAY PURPOSES
Parent Parcel: 4492-001-019

PARCEL NUMBER: 4492-002-001
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK B LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF THE W 330 FT OF THE S 2471.42 FT OF THE
E 1/2 OF THE NE 1/4 OF SEC 33 THE E 25 FT THEREOF BEING
SUBJECT TO RD ROW
Parent Parcel: 4492-001-019

PARCEL NUMBER: 4492-002-002
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK B LOT 2 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF THE W 330 FT OF THE S 2341.42 FT OF THE
E 1/2 OF THE NE 1/4 OF SEC 33 THE E 25 FT THEREOF BEING
SUBJECT TO RD ROW

Parent Parcel: 4492-001-019

PARCEL NUMBER: 4492-002-003
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK B LOT 3 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF THE W 330 FT OF THE S 2211.42 FT OF THE
E 1/2 OF THE NE 1/4 OF SEC 33 THE E 25 FT THEREOF BEING
SUBJECT TO RD ROW
Parent Parcel: 4492-001-019

PARCEL NUMBER: 4492-002-004
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK B LOT 4 MORE FULLY DESC AS FOLLOWS:
N 130 FT OF W 330 FT OF S 2081.42 FT OF E 1/2 OF NE 1/4 OF SEC 33.
E 25 FT SUB TO ROAD ROW EASEMENT
Parent Parcel: 4492-001-019

PARCEL NUMBER: 4492-002-005
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK B LOT 5 BEING DESC AS FOLLOWS:
N 130 FT OF W 330 FT OF S 1951.42 FT OF E 1/2 OF NE 1/4
E 25 FT THERE FOR RD ROW
Parent Parcel: 4492-001-019

PARCEL NUMBER: 4492-002-006
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK B LOT 6 BEING DESC AS FOLLOWS:
N 130 FT OF W 330 FT OF S 1821.42 FT OF E 1/2 OF NE 1/4
E 25 FT THERE FOR RD ROW
Parent Parcel: 4492-001-019

PARCEL NUMBER: 4492-002-007
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK B LOTS 7.8.9.10.11.12
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-001-000

PARCEL NUMBER: 4492-002-013
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224

SILVER SPRINGS ACRES
BLK B LOT 13 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 00-08-04 W 960.15 FT TH CONT S 00-08-04 W 791 FT TO THE POB TH CONT S 00-08-04 W 134 FT TH N 89-56-07 E 305 FT TH N 00-08-04 E 134 FT TH S 89-56-07 W 305 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-002-010

PARCEL NUMBER: 4492-002-014
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK B LOTS 14.15.16
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-002-010

PARCEL NUMBER: 4492-003-001
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 1.2 BEING MORE FULLY DESC AS FOLLOWS:
S 314.42 FT OF W 264 FT OF E 1/2 OF NE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-003-003
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOTS 3.4 BEING MORE FULLY DESC AS FOLLOWS:
S 314.42 FT OF E 264 FT OF W 528 FT OF E 1/2 OF NE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-003-005
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 5 BEING MORE FULLY DESC AS FOLLOWS:
E 132 FT OF W 660 FT OF S 339.42 FT OF E 1/2 OF NE 1/4
ALSO SUBJECT TO A ROAD ROW OVER THE N 25 FT

PARCEL NUMBER: 4492-003-006
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
W 132 FT OF E 666.2 FT OF S 339.42 FT OF E 1/2 OF NE 1/4 OF NE1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-003-007

SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
W 132 FT OF E 534.2 FT OF S 339.42 FT OF E 1/2 OF NE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-003-008
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 8 BEING MORE FULLY DESC AS FOLLOWS:
W 132 FT OF E 402.2 FT OF S 339.42 FT OF E 1/2 OF NE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-003-009
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOTS 9.10 BEING MORE FULLY DESC AS FOLLOWS:
E 270.32 FT OF S 339.42 FT OF NE 1/4 7
SUB TO EASEMENT FOR ROAD ROW OVER N 25 FT THEREOF

PARCEL NUMBER: 4492-003-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF FOLLOWING DESC PARCEL:
N 260 FT OF S 2965 FT EXC E 2340 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-003-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
S 130 FT OF N 260 FT OF S 2965 FT
EXC THE E 2340 FT OF THE W 1/2 OF SEC 34
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-003-011

PARCEL NUMBER: 4492-003-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
N 1/2 OF THE FOLLOWING DESC PROPERTY:
N 260 FT OF S 2705 FT OF W 1/2 EX E 2340 FT
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-003-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
S 1/2 OF THE FOLLOWING DESC PROPERTY:
N 260 FT OF S 2705 FT OF W 1/2 EX E 2340 FT
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-003-013

PARCEL NUMBER: 4492-003-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 15 BEING MORE PARTICULARLY DESC AS:
N 1/2 OF THE FOLLOWING DESC PROPERTY:
COM AT THE W 1/4 COR OF SEC 34 TH S 00-09-18 W 205.58 FT TO THE POB THE
N 89-54-16 E 329.69 FT S 00-06-48 W 260 FT S 89-54-16 W 329.88 FT
N 00-09-18 E 260 FT TO THE POB
SUB TO EASEMENT OVER E 25 FT FOR ROAD ROW

PARCEL NUMBER: 4492-003-016
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 16 BEING MORE FULLY DESC AS FOLLOWS:
THE S 1/2 OF THE FOLLOWING DESC PROPERTY:
COM AT W 1/4 COR OF SEC 34 TH S 00-09-18 W ALONG THE W BDY
LINE OF SW 1/4 SAID SEC 205.58 FT FOR POB N 89-54-16 E
329.69 FT S 00-06-48 W 260 FT S 89-54-16 W 329.88 FT
N 00-09-18 E 260 FT TO POB
SUB TO EASEMENT OVER E 25 FT FOR ROAD ROW
Parent Parcel: 4492-003-015

PARCEL NUMBER: 4492-003-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK C LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
W 329.98 FT OF N 155 FT OF S 2185 FT OF SW 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-004-001
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
COM SE COR OF NE 1/4 TH N 00-09-48 E 644.42 FT S 89-56-07 W
832.53 FT TO POB TH S 89-56-07 W 164 FT TH N 00-08-04 E

330 FT TH N 89-56-07 E 164 FT TH S 00-08-04 W 25 FT TH
S 00-08-04 W 305 FT TO POB
SUB TO AN INGRESS/EGRESS EASEMENT ACROSS N 25 T & W 25 FT
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-004-002
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 2 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF THE NE 1/4 OF TH N 00-09-48 E
644.42 FT TH S 89-56-07 W 693.53 FT TO THE POB TH
CONT S 89-56-07 W 139 FT TH N 00-08-04 E 305 FT TH
CONT N 00-08-04 E 25 FT TH N 89-56-07 E 139 FT TH
S 00-08-04 W 25 FT TH CONT S 00-08-04 W 305 FT TO
THE POB SUBJECT TO AN INGRESS EGRESS EASEMENT
ACROSS THE N 25 FT THEREOF
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-004-003
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 3
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-004-004
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 4 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 TH N 00-09-46 E 644.42 FT TH S 89-56-07 W
415.53 FT TO POB TH S 89-56-07 W 139 FT TH N 00-08-04 E
305 FT TH N 00-08-04 E 25 FT TH N 89-55-07 E 139 FT TH
S 00-08-04 W 25 FT TH S 00-08-04 W 305 FT TO POB &
SUBJECT TO AN INGRESS AND EGRESS EASEMENT ACROSS THE N 25 FT
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-004-005
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 5 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 TH N 00-09-48 E 669.42 FT TH
S 89-56-07 W 276.53 FT TO POB TH S 89-56-07 W 139 FT TH
N 00-08-04 E 305 FT TH N 00-08-04 E 25 FT TH N 89-56-07 E
139 FT TH S 00-08-04 W 25 FT TH S 00-08-04 W 305 FT TO POB
N 25 FT THEREOF SUBJECT TO EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-006
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E
669.42 FT TH S 89-56-07 W 137.57 FT TO THE POB TH CONT
S 89-56-07 W 139 FT TH N 00-08-04 E 305 FT TH CONT
N 00-08-04 E 25 FT TH S 89-56-07 E 139 FT TH S 00-08-04 W
25 FT TH CONT S 00-08-04 W 305 FT TO THE POB
N 25 FT BEING SUBJECT TO AND TOGETHER WITH AN EASEMENT

Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-007
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E
669.42 FT TO POB TH S 89-56-07 W 137.53 FT TH
N 00-08-04 E 305 FT TH N 00-08-04 E 25 FT TH S 89-56-07 E
137.69 FT TH S 00-08-04 W 25 FT TH S 00-08-04 W 305 FT TO POB
N 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH
INGRESS-EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 8 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E ALONG
E LINE OF NE 1/4 FOR 669.42 FT TO A CONC MON AND POB
TH N 00-09-47 E ALONG E LINE 305 FT TO CONC MON
TH N 00-09-48 E 25 FT TH N 89-54-16 E 133.68 FT
TH S 00-06-48 W 25 FT TO A CONC MON TH S 00-06-48 W
305 FT TO CONC MON TH S 89-54-16 W 133.97 FT TO POB
N 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH
INGRESS & EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 9 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E
ALONG E LINE OF NE 1/4 669.42 FT TO CONC MON TH

N 89-54-16 E 133.97 FT TO A MON AND POB TH
N 00-06-48 E 305 FT TH N 00-06-48 E 25 FT TH
N 89-54-16 E 135 FT TH S 00-06-48 W 25 FT TO MON
TH S 00-06-48 W 305 FT TO MON TH S 89-54-16 W 135 FT
TO THE POB
N 25 FT THEREOF BEING SUB TO EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 10 BEING MORE PARTICLARLY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 669.42 FT TH N 89-54-16
E
268.97 FT TO THE POB TH N 00-06-48 E 305 FT TH CONT N 00-06-48 E 25 FT TH
N 89-54-16 E 135 FT TH S 00-06-48 W 25 FT TH CONT S 00-06-48 W 305 FT TH
S 89-54-16 W 135 FT TO THE POB

N 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH AN EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 11 BEING MORE FULLY DESCRIBED AS FOLLOWS:
COM AT THE SE COR OF THE NE 1/4 TH N 00-09-47 E ALONG THE
E LINE OF SAID NE 1/4 669.42 FT TH N 89-54-16 E 403.97 FT
AND THE POB TH N 00-06-48 E 305 FT TH CONT N 00-06-48 E
25 FT TH N 89-54-16 E 135 FT TH S 00-06-48 W 25 FT TH
CONT S 00-06-48 W 305 FT TH S 89-54-16 W 135 FT TO THE POB
THE N 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH
AND INGRESS-EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 669.42 FT
TH N 89-54-16 E 538.97 FT TO POB TH N 00-06-48 E 305 FT
TH N 00-06-48 E 25 FT TH N 89-54-16 E 160 FT TH
S 00-06-48 W 330 FT TH S 89-54-16 W 25 FT TH S 89-54-16 W
135 FT TO POB N AND E 25 FT THEREOF BEING TO SUBJECT TO
& TOGETHER WITH INGRESS & EGRESS ESMNT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-013

SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 13 BEING MORE PARTICULARLY DESC AS:
COM AT THE W 1/4 COR OF SEC 34 TH N 00-09-47 E 340 FT TH N 89-51-22 E 539.36 FT TO THE POB TH
N 00-06-48 E 23.95 FT TH CONT N 00-06-48 E 305 FT TH N 89-54-16 E 135 FT TH CONT N 89-54-16 E
24.90 FT TH S 00-06-48 W 328.83 FT TH S 89-51-22 W 159.90 FT TO THE POB
SUBJECT TO AN EASEMENT BEING DESC AS FOLLOWS:
COM AT THE W 1/4 COR OF SEC 34 TH N 00-09-47 E 340 FT TH N 89-51-22 E 539.36 FT FOR THE POB TH
N 00-06-48 E 23.95 FT TH N 89-54-16 E 135 FT TH N 00-06-48 E 305 FT TH N 89-54-16 E 24.90 FT TH
S 00-06-48 W 328.83 FT TH S 89-51-22 W 159.90 FT TO THE POB
Parent Parcel: 4492-000-015

PARCEL NUMBER: 4492-004-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 14 BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 339.42
FT TH N 89-54-16 E 404.36 FT TO THE POB TH N 00-06-48 E 24.42
FT MOL TH CONT N 00-06-48 E 305 FT TH N 89-54-16 E 135 FT TH
S 00-06-48 W 305 FT TH CONT S 00-06-48 W 24.42 FT MOL TH
S 89-54-16 W 135 FT TO THE POB
S 24.42 FT SUBJECT TO & TOGETHER WITH AN EASEMENT
Parent Parcel: 4492-000-015

PARCEL NUMBER: 4492-004-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
COM AT W 1/4 COR OF SEC TH N 00-09-47 E 340 FT TH
N 89-51-22 E 269.36 FT TO POB TH N 00-06-48 E 24.18 FT TH
N 00-06-48 E 305 FT TH N 89-54-16 E 135 FT TH S 00-06-48 W
305 FT TH S 00-06-48 W 24.07 FT TH S 89-51-22 W 135 FT TO POB
SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AS FOLLOWS:
COM AT ABOVE POB TH N 00-06-48 E 24.18 FT TH N 89-54-16 E
135 FT TH S 00-06-48 W 24.07 FT TH S 89-51-22 W 135 FT TO POB
Parent Parcel: 4492-000-015

PARCEL NUMBER: 4492-004-016
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 16 BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 339.42 FT TH

N 89-54-16 E 134.36 FT TO THE POB TH N 00-06-48 E 24.42 FT MOL TH
CONT N 00-06-48 E 305 FT TH N 89-54-16 E 135 FT TH S 00-06-48 W 305
FT TH CONT S 00-06-48 W 24.42 FT MOL TH S 89-54-16 W 135 FT TO
THE POB
S 24.42 FT BEING SUB TO INGRESS/EGRESS EASEMENT

PARCEL NUMBER: 4492-004-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 17 BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 340 FT TO THE POB TH
CONT N 00-09-47 E 24.42 FT
TH CONT N 00-09-47 E 305 FT TH N 89-54-16 E 133.97 FT TH S 00-06-48 W 305 FT TH S
00-06-48 W 24.42 FT
TH S 89-54-16 W 134.36 FT TO THE POB
THE S 24.42 FT SUBJ TO INGRESS & EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-018
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 18 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 365 FT TO THE POB TH S
89-56-07 W
137.38 FT TH N 00-08-04 E 304.42 FT TH N 89-56-07 E 137.53 FT TH S 00-08-04 W
304.42 FT TO
THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-019
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 19 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 365 FT
TH S 89-56-07 W 137.38 FT POB; TH S 89-56-07 W 139 FT TH
N 00-08-04 E 304.42 FT TH N 89-56-07 E 139 FT TH
S 00-08-04 W 304.42 FT TO POB
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-020
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 20 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 365 FT
TH S 89-56-07 W 276.38 FT TO POB TH S 89-56-07 W 139 FT TH

N 00-08-04 E 304.42 FT TH N 89-56-07 E 139 FT TH
S 00-08-04 W 304.42 FT TO POB
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-021
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 21 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF THE NE 1/4 TH N 00-09-47 E ALONG THE E
LINE OF SAID NE 1/4 365 FT TH S 89-56-07 W 415.38 FT AND
THE POB TH CONT S 89-56-07 W 139 FT TH N 00-08-04 E 304.42
FT TH N 89-56-07 E 139 FT TH S 00-08-04 W 304.42 FT TO POB
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-022
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 22 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 365 FT TH S 89-56-07 W
554.38 FT TO THE POB TH CONT S 89-56-07 W 139 FT TH N 00-08-04 E 304.42 FT TH
N 89-56-07 E 139 FT TH S 00-08-04 W 304.42 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-023
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 23 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 TH N 00-09-47 E 365 FT
TH S 89-56-07 W 693.38 FT TO POB TH S 89-56-07 W
139 FT TH N 00-08-04 E 304.42 FT TH N 89-56-07 E
139 FT TH S 00-08-04 W 304.42 FT TO POB
SUB TO EASEMENT ACROSS S 25 FT THEREOF
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-004-024
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK D LOT 24 THE N 304.42 FT BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 N 00-09-47 E 365.00 FT
S 89-56-07 W 832.38 FT TO POB S 89-56-07 W 139.00 FT
N 00-08-04 E 304.42 FT N 89-56-07 E 139.00 FT S 00-08-04 W
304.42 FT TO POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-001
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF THE NE 1/4 TH N 00-09-40 E 999.42 FT
TH S 89-56-07 W 986.70 FT TH N 00-08-04 E 330 FT TO THE POB
TH N 89-56-07 E 164 FT TH S 00-08-04 W 25 FT TH CONT
S 00-08-04 W 305 FT TH S 89-56-07 W 139 FT TH CONT
S 89-56-07 W 25 FT TO THE POB SUBJECT TO AN INGRESS
EGRESS EASEMENT ACROSS THE N 25 FT AND THE W 25 FT THEREOF
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-005-002
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 2 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 TH N 00-09-48 E 999.42 FT TH
S 89-56-07 W 693.70 FT TH N 00-08-04 E 330 FT TO POB TH
S 89-56-07 W 139 FT TH N 00-08-04 E 305 FT TH CONT
N 00-08-04 E 25 FT TH N 89-56-07 E 139 FT TH S 00-08-04 W
25 FT TH CONT S 00-08-04 W 305 FT TO THE POB
SUBJECT TO AN INGRESS EGRESS EASEMENT ACROSS N 25 FT
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-005-003
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 3 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 TH N 00-09-48 E 999.42 FT
TH S 89-56-07 W 554.70 FT TH N 00-08-04 E 330 FT TO POB
TH S 89-56-07 W 139 FT TH N 00-08-04 E 305 FT TH CONT
N 00-08-04 E 25 FT TH N 89-56-07 E 139 FT TH S 00-08-04 W
25 FT TH CONT S 00-08-04 W 305 FT TO THE POB SUBJECT TO
AN INGRESS EGRESS EASEMENT ACROSS THE N 25 FT THEREOF
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-005-004
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 4 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 TH N 00-09-48 E 999.42 TH
S 89-56-07 W 415.70 FT TH N 00-08-04 E 330 FT TO CON MON
AND POB TH S 89-56-07 W 139 FT TH N 00-08-04 E 305 FT TH
N 00-08-04 E 25 FT TH N 89-56-07 E 139 FT TH S 00-08-04 W
25 FT TH S 00-08-04 W 305 FT TO POB
SUBJECT TO INGRESS/EGRESS EASEMENT ACROSS N 25 FT

Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-005-005
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 5 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-48 E 999.42 FT TH S 89-56-07 W 276.70 FT T N 00-08-04 E
330 FT TO THE POB TH S 89-56-07 W 139 FT TH N 00-08-04 E 305 FT TH N 25 FT TH N 89-56-07 E 139 FT TH
S 00-08-04 W 25 FT TH S 305 FT TO THE POB
SUB TO N 25 FT EASEMENT FOR INGRESS/EGRESS
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-006
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E
1329.42 FT TH S 89-56-07 W 137.86 FT TH S 89-56-07 W 139 FT
TH N 00-08-04 E 305 FT TH N 00-08-04 E 25 FT TH N 89-56-07
E 139 FT TH S 00-08-04 W 25 FT TH S 00-08-04 W 305 FT TO POB
N 25 FT THEREOF BEING TOGETHER WITH & SUB TO INGRESS-
EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-007
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF THE NE 1/4 TH N 00-09-47 E ALONG THE
E LINE OF SAID NE 1/4 1329.42 FT TO THE POB TH S 89-56-07 W
137.86 FT TH N 00-08-04 E 305 FT TH CONT N 00-08-04 E 25 FT
TH N 89-56-07 E 138.02 FT TH S 00-09-47 W 25 FT TH CONT
S 00-09-47 W 305 FT TO THE POB THE N 25 FT THEREOF BEING
SUBJECT WITH AND SUBJECT TO AN INGRESS AND EGRESS EASEMENT &
TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER A 50 FT RD OVER
THE E 50 FT OF THE W 355 FT OF THE E 1/2 OF SE 1/4 OF SEC 28
AND OVER THE E 50 FT OF THE W 355 FT OF THE E 1/2 OF NE 1/4
OF SEC 33 AND ALSO A 25 FT ROAD OVER THE N 25 FT OF THE
S 365 FT OF TH E 1/2 OF NE 1/4 IN SEC 33
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

BLK E LOT 8 BEING MORE FULLY DESC AS FOLLOWS:
COM SE COR OF NE 1/4 N 00-09-47 E 1329.42 FT FOR POB
CONT SAME CALL 305 FT & 25 FT N 89-54-16 E 133.11 FT
TH S 00-06-48 W 25 FT & SAME CALL 305 FT
S 89-54-16 W 133.29 FT TO POB
N 25 FT BEING SUB TO INGRESS/EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 9 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF THE NE 1/4 TH N 00-09-47 E ALONG THE
E LINE OF SAID NE 1/4 1329.42 FT TH N 89-54-16 E 133.39 FT
TO THE POB TH N 00-06-48 E 305 FT TH CONT N 00-06-48 E
25 FT TH N 89-54-16 E 135 FT TH S 00-06-48 W 25 FT TH
CONT S 00-06-48 W 305 FT TH S 89-54-16 W 135 FT TO POB
N 25 FT THEREOF BEING SUBJECT TO AND TOGETHER
WITH AN INGRESS EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 10 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 TH N 00-09-47 E 1329.42 FT
TH N 89-54-16 E 268.39 FT TO POB TH N 00-06-48 E
305 FT TH N 00-06-48 E 25 FT TH N 89-54-16 E 135 FT
TH S 00-06-48 W 25 FT TH S 00-06-48 W 305 FT TH
S 89-54-16 W 135 FT TO POB
N 25 FT BEING SUB TO EASEMENT FOR INGRESS/EGRESS
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 OF SEC 33-17-22 TH N 00-09-47 E
ALONG THE E LINE OF SAID NE 1/4 1329.42 FT TH N 89-54-16 E
403.39 FT TO THE POB TH N 00-06-48 E 305 FT TH CONT
N 00-06-48 E 25 FT TH N 89-54-16 E 135 FT TH S 00-06-48 W
25 FT TH CONT S 00-06-48 W 305 FT TH S 89-54-16 W 135 FT
TO POB THE N 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH
AN INGRESS-EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-012

SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E ALONG E
LINE OF NE 1/4 1329.42 FT TH N 89-54-16 E 538.39 FT TO POB
TH N 00-06-48 E 305 FT TH N 00-06-48 E 25 FT TH
N 89-54-16 E 160 FT TH S 00-06-48 W 330 FT TH S 89-54-16 W
25 FT TH S 89-54-16 W 135 FT TO POB N 25 FT THEREOF BEING
SUBJECT TO & TOGETHER WITH INGRESS-EGRESS EASEMENT
Parent Parcel: 4492-005-011

PARCEL NUMBER: 4492-005-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF THE NE 1/4 TH N 00-09-47 E ALONG THE
E LINE OF SAID NE 1/4 1329.42 FT TH N 89-54-16 E 538.39 FT
TO THE POB TH CONT N 89-54-16 E 135 FT TH CONT N 89-54-16 E
25 FT TH S 00-06-48 W 330 FT TH S 89-54-16 W 160 FT TH
N 00-06-48 E 25 FT TH CONT N 00-06-48 E 305 FT TO THE POB
THE S AND E 25 FT THEREOF BEING SUBJECT TO AND TOGETHER
WITH AN INGRESS-EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF THE NE 1/4 TH N 00-09-47 E ALONG
THE E LINE OF SAID NE 1/4 1329.42 FT TH N 89-54-16 E
403.39 FT TO THE POB TH CONT N 89-54-16 E 135 FT TH
S 00-06-48 W 305 FT TH CONT S 00-06-48 W 25 FT TH
S 89-54-16 W 135 FT TH N 00-06-48 E 25 FT TH CONT
N 00-06-48 E 305 FT TO THE POB THE S 25 FT THEREOF
BEING SUBJECT TO AND TOGETHER WITH AN INGRESS-EGRESS
EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF THE NE 1/4 TH N 00-09-47 E ALONG THE
E LINE OF SAID NE 1/4 1329.42 FT TH N 89-54-16 E 268.39 FT
AND THE POB TH CONT N 89-54-16 E 135 FT TH S 00-06-48 W
305 FT TH CONT S 00-54-16 E 25 FT TH S 89-54-16 W 135 FT

TH N 00-06-48 E 25 FT TH CONT N 00-54-16 E 305 FT TO THE
POB THE S 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH
AND INGRESS EGRESS EASEMENT

PARCEL NUMBER: 4492-005-016
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 16 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF NE 1/4 TH N 00-09-47 E 1329.42 FT
TH N 89-54-16 E 133.39 FT TO POB TH N 89-54-16 E
135 FT TH S 00-06-48 W 305 FT TH S 00-54-16 E
25 FT TH S 89-54-16 W 135 FT TH N 00-06-48 E
25 FT TH N 00-54-16 E 305 FT TO POB SUBJECT
TO AN EASEMENT OVER S 25 FT THEREOF
Parent Parcel: 4492-005-015

PARCEL NUMBER: 4492-005-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 999.42 FT TO THE POB
TH CONT N 00-09-47 E 25 FFT TH CONT N 00-09-47 E 305 FT TH N 89-54-16 E
133.39 FT TH S 00-09-48 W 305 FT TH CONT S 00-06-48 W 25 FT TH
S 89-54-16 W 133.39 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-018
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 18 BEING MORE PARTICULALRY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-47 E 999.42 FT
TO THE POB TH S 89-56-07 W 137.70 FT TH N 00-09-47 E 25 FT TH
N 00-08-04 E 305 FT TH N 89-56-07 E 137.86 FT TH S 00-09-47 E 305
FT TH CONT S 00-09-47 E 25 FT TO THE POB
S 25 FT THEREOF BEING SUBJECT RD ROW
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-020
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 20 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 OF SEC 34 TH N 00-09-48 E 999.42 FT TH S 89-56-07
W 276.70 FT
TO THE POB TH CONT S 89-56-07 W 139 FT TH N 00-08-04 E 25 FT TH CONT N 00-08-04
E

305 FT TH N 89-56-07 E 139 FT TH S 00-08-04 W 305 FT TH CONT S 00-08-04 W 25 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-005-021
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 21 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 TH N 00-09-48 E 999.42 FT TH S 89-56-07 W 415.70 FT TO THE POB TH CONT S 89-56-07 W 139 FT TH N 00-08-04 E 25 FT TH CONT N 00-08-04 E 305 FT TH N 89-56-07 E 139 FT TH S 00-08-04 W 305 FT TH CONT S 00-08-04 W 25 FT TO THE POB BEING SUBJECT TO AN INGRESS EGRESS EASEMENT ACROSS THE S 25 FT THEREOF
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-005-022
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 22 BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF THE NE 1/4 OF SEC 33 TH N 00-09-48 E 999.42 FT TH S 89-56-07 W 554.70 FT TO
THE POB TH CONT S 89-56-07 W 139 FT TH N 00-08-04 E 25 FT TH N 00-08-04 E 305 FT TH N 89-56-07 E
139 FT TH S 00-08-04 W 305 FT TH S 00-08-04 W 25 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-005-024
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK E LOT 24 BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 34 TH N 00-09-48 E 999.42 FT TH S 89-56-07 W 832.70 FT TO THE POB TH CONT N 89-56-07 W 164 FT TH N 00-08-04 E 330 FT TH N 89-56-07 E 25 FT TH CONT N 89-56-07 E 139 FT TH S 00-08-04 W 305 FT TH CONT S 00-08-04 W 25 FT TO THE POB
SUBJECT TO AN EASEMENT ACROSS S 25 FT & W 25 FT THEREOF &
BLK E LOT 23 BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 34 TH N 00-09-48 E 999.42 FT TH S 89-56-07 W 693.70 FT TO THE POB TH CONT S 89-56-07 W 139 FT TH N 00-08-04 E 25 FT TH CONT N 00-08-04 E 305 FT TH N 89-56-07 E 139 FT TH S 00-08-04 W 305 FT TH CONT S 00-08-04 W 25 FT TO THE POB
SUBJECT TO AN EASEMENT ACROSS S 25 FT THEREOF
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-006-001
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR TH S 00-09-48 W 330.85 FT TH S 89-58-57 W 330 FT
TH S 89-59-17 W 337.35 FT TH S 89-56-07 W 166 FT TO POB TH
S 00-08-04 W 25 FT TH S 00-08-04 W 305 FT TH S 89-56-07 W
139 FT TH S 89-56-07 W 25 FT TH N 00-08-04 E 330 FT TH
N 89-56-07 E 164 FT TO POB BEING SUBJECT TO AN INGRESS AND
EGRESS EASEMENT ACROSS THE N 25 FT AND THE W 25 FT THEREOF
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-006-002
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 2 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF SEC 33 TH S 00-09-48 W 330.85 FT TH S 89-58-57 W
330 FT TH S 89-59-17 W 337.35 FT TH S 89-56-07 W 27 FT TH S 00-08-04 W
25 FT TH CONT S 00-08-04 W 305 FT TH S 89-56-07 W 139 FT TH
N 00-08-04 E 305 FT TH CONT N 00-08-04 E 25 FT TH N 89-56-07 E 139 FT TO
THE POB
BEING SUBJECT TO AN INGRESS EGRESS EASEMENT ACROSS THE
N 25 FT THEREOF
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-006-003
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
A PORTION OF LOTS 3 & 4 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF SEC 33 TH S 00.09-48 W 330.85 FT TH
S 89-58-57 W 330 FT TH S 89-59-17 W 86.35 TH S 00-08-04 W
198.56 FT TO POB TH CONT S 00-08-04 W 131.22 FT TH
S 89-56-07 W 278 FT TH N 00-08-04 E 173.75 FT TH S 89-51-56 E
139 FT TH S 00-08-04 E 42.59 FT TH S 89-51-56 E 139 FT TO POB

TOGETHER WITH THE FOLLOWING DESC INGRESS EGRESS EASEMENT:
COM AT THE AFOREMENTIONED POB TH S 00-08-04 W 24.90 FT TH
S 89-56-07 W 238 FT TO POB TH S 00-08-04 W 131.25 FT TH
N 89-51-56 W 40 FT TH N 00-08-04 E 131.25 FT TH N 89-56-07 E
40 FT TO THE POB
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-006-004
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

A PORTION OF LOTS 3 & 4 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF SEC 33 TH S 00-09-48 W 330.85 FT TH
S 89-58-57 W 330 FT TH S 89-59-17 W 86.35 FT TO POB TH
S 00-08-04 W 24.78 FT TH CONT S 00-08-04 W 173.78 FT TH
N 89-51-56 W 139 FT TH N 00-08-04 E 42.59 FT TH N 89-51-56 W
139 FT TH N 00-08-04 E 131.25 FT N 00-08-04 E 25 FT TH
N 89-56-07 E 27 FT TH N 89-57-17 E 251 FT TO POB
SUB TO EASEMENT OF RECORD ALG N 25 FT FOR INGRESS/EGRESS
SUBJECT TO THE FOLLOWING DESC INGRESS EGRESS EASEMENT:
COM AT THE AFOREMENTIONED POB TH S 00-08-04 W 24.90 FT TH
S 89-56-07 W 238 FT TO POB TH S 00-08-04 W 131.25 FT TH
N 89-51-56 W 40 FT TH N 00-08-04 E 131.25 FT TH N 89-56-07 E
40 FT TO THE POB
Parent Parcel: 4492-006-003

PARCEL NUMBER: 4492-006-005
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF SEC 33 TH S 00-9-48 W 330.85 FT TH S 89-58-57 W 138.50 FT TO THE POB
TH S 00-8-4 W 24.53 FT TH S 00-08-07 W 305 FT TH S 89-56-07 W 139 FT TH N 00-08-04 E 305 FT
TH N 00-08-04 E 24.65 FT TH N 89-58-57 E 139 FT TO THE POB &
SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS DESC AS FOLLOWS:
BEGIN AT AFOREMENTIONED POB TH S 00-08-04 W 24.53 FT TH S 89-56-7 W 139 FT TH N 00-08-04 E
24.65 FT TH N 89-58-57 E 139 FT TO THE POB
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-006-007
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR TH S 00-09-47 W 329.85 FT TO POB
TH S 00-09-47 W 25.42 FT TH S 00-09-47 W 305 FT TH
S 89-56-07 W 138.19 FT TH N 00-08-04 E 305 FT
TH N 00-06-48 E 25.53 FT TH N 89-58-57 E 138.35 FT
TO POB SUBJECT TO EASEMENT DESC AS: BEG AT THE
AFOREMENTIONED POB TH S 00-09-47 W 25.42 FT TH
S 89-56-07 W 138.34 FT TH N 00-08-04 E 25.53 FT
TH N 89-58-57 E 138.35 FT TO POB
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-006-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

BLK F LOT 8 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 340 FT
TH N 89-51-22 E 1373.09 FT TH N 00-09-47 E 1980 FT TH S 89-51-22 W
1240.51 FT TO THE POB TH S 00-06-48 W 25.77 FT TH CONT S 00-06-48 W
305 FT TH S 89-54-16 W 132.87 FT TH N 00-09-47 E 305 FT TH
N 00-09-47 E 25.69 FT TH N 89-51-22 E 132.53 FT TO POB
SUB TO AN INGRESS/EGRESS EASEMENT ACROSS THE FOLLOWING:
BEG AT POB TH S 00-06-48 W 25.77 FT TH S 89-54-16 W 132.56 FT TH
N 00-09-47 E 25.69 FT TH N 89-51-22 E 132.53 FT TO POB.
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-006-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 9 DESC AS FOLLOWS:
CO MAT SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 340 FT TH
N 89-51-22 E 1373.09 FT TH N 00-09-47 E 1980 FT TH S 89-51-22 W
1105.51 FT TO POB TH S 00-06-48 W 25.84 FT TH S 00-06-48 W
305 FT TH S 89-54-16 W 135 FT TH N 00-06-48 E 305 FT TH
N 00-06-48 E 25.77 FT TH N 89-51-22 E 135 FT TO POB.
SUB TO EASEMENT OF RECORD.
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-006-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 10 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 340 FT TH
N 89-51-22 E 1373.09 FT TH N 00-09-47 W 1980 FT TH S 89-51-22 W
970.51 FT TO THE POB TH CONT S 89-51-22 W 135 FT TH S 00-06-48 W
25.87 FT TH CONT S 00-06-48 W 305 FT TH N 89-54-16 E 135 FT TH
N 00-06-48 E 305 FT TH CONT N 00-06-48 E 26.01 FT TO THE POB
SUBJECT TO AN EASEMENT OVER THE FOLLOWING DESC LAND:
COM AT THE AFOREMENTIONED POB TH S 89-51-22 W 135 FT TH
S 00-06-48 W 25.87 FT TH N 89-54-16 E 135 FT TH N 00-06-58 E
26.01 FT TO POB.
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-006-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 11 BEING DESC AS FOLLOWS:
W 135 FT OF E 2240 FT OF W 1/2
EXC S 4640 FT
EXC N 330
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-002

PARCEL NUMBER: 4492-006-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
THE W 160 FT OF E 2105 FT OF THE W 1/2 EXC THE
S 4640 FT THEREOF AND EXC THE N 330 FT ALONG AND TOGETHER
WITH THE NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS
OVER AND ACROSS THE FOLLOWING DESC LANDS:
THAT PART OF THE E 50 FT OF THE W 355 FT OF THE E 1/2
OF SE 1/4 LYING S OF CR C-42 (66 FT WIDE) AND THE E
50 FT OF THE W 355 FT OF THE E 1/2 OF NE 1/4 OF SEC 33
EXC THE S 2294.42 FT THEREOF AND THE N 50 FT OF THE
S 2344.42 FT OF SAID E 1/2 OF NE 1/4 OF SEC 33 EXC THE
W 355 FT THEREOF AND EXC THE S 25 FT OF THE N 330 FT OF
THE E 330 FT THEREOF AND THE S 25 FT OF THE N 380 FT OF
THE W 1373 FT OF THE W 1/2 OF SEC 34 AND THE W 50 FT OF
THE E 1970 FT OF SAID W 1/2 OF SEC 34 EXC THE N 380 FT
THEREOF AND EXC THE S 4285 FT THEREOF AND THE N 50 FT OF
THE S 4335 FT OF THE W 455 FT OF THE E 2375 FT OF SAID
W 1/2 OF SEC 34
Parent Parcel: 4492-006-011

PARCEL NUMBER: 4492-006-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SW COR OF NW 1/4 TH N 00-09-47 E 1659.42 FT
TH N 89-54-16 E 538.11 FT FOR POB TH N 00-06-48 E
25 FT TH N 00-06-48 E 305 FT TH N 89-54-16 E
135 FT TH N 89-54-16 E 25 FT TH S 00-06-48 E
330 FT TH S 89-54-16 W 160 FT TO POB
S & E 25 FT THEREOF BEING SUB TO INGRESS/EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-006-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 14 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 1659.42 FT TH
N 89-54-16 E 403.11 FT TO THE POB TH N 00-06-48 E 25 FT TH CONT
N 00-06-48 E 305 FT TH N 89-54-16 E 135 FT TH S 00-06-48 W 305 FT TH
CONT S 00-06-48 W 25 FT TH S 89-54-16 W 135 FT TO THE POB
THE S 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH AN
INGRESS-EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-006-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COROF NW 1/4 TH N 00-09-47 E ALONG THE W LINE
OF SAID NW 1/4 1659.42 FT TH N 89-54-16 E 268.11 FT TO THE
POB TH N 00-06-48 E 25 FT TH CONT N 00-06-48 E 305 FT
TH N 89-54-16 E 135 FT TH S 00-06-48 W 305 FT TH CONT
S 00-06-48 W 25 FT TH S 89-54-16 W 135 FT TO THE POB
THE S 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH
AN INGRESS-EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-006-016
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 16 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF THE NW 1/4 TH N 00-09-47 E ALONG THE
W LINE OF SAID NW 1/4 1659.42 FT TH N 89-54-16 E 133.11 FT
TO THE POB TH N 00-06-48 E 25 FT TH CONT N 00-06-48 E
305 FT TH N 89-54-16 E 135 FT TH S 00-06-48 W 305 FT TH
CONT S 00-06-48 W 25 FT TH S 89-54-16 W 135 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-006-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF THE NW 1/4 TH N 00-09-47 E ALONG
THE W LINE OF SAID NW 1/4 1659.42 FT TO THE POB TH
N 00-09-47 E 25 FT TH CONT N 00-09-47 E 305 FT TH
N 89-54-16 E 132.87 FT TH S 00-06-48 W 305 FT TH
CONT S 00-06-48 W 25 FT TH S 89-54-16 W 133.11 FT
TO THE POB THE S 25 FT THEREOF BEING SUBJECT TO
AND TOGETHER WITH AN INGRESS-EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-006-018
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 18 BEING MORE PARTICULALRY DESC AS:
COM AT NE COR OF SEC 33 TH S 00-09-47 W 660.27 FT TO THE POB TH CONT
S 00-09-47 W 305 FT TH S 00-09-47 W 25 FT TH S 89-56-07 W 138.03 FT TH
N 00-08-04 E 25 FT TH N 00-08-04 E 305 FT TH N 89-56-07 E 138.19 FT TO
THE POB

TOGETHER WITH AN EASEMENT OVER S 25 FT THEREOF
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-006-019
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 19 DESC AS FOLLOWS:
COM AT NE COR OF SEC 33 TH S 00-09-48 W 330.85 FT TH S 89-58-57 W 138.50 FT TH S 00-08-04 W 329.53 FT TO POB TH S 00-08-04 W 305 FT TH S 00-08-04 W 25 FT TH S 89-56-07 W 139 FT TH N 00-08-04 E 25 FT TH N 00-08-04 E 305 FT TH N 89-56-07 E 139 FT TO POB.
BEING SUB TO INGRESS/EGRESS EASEMENT ACROSS S 25 FT THEREOF.
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-006-020
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 19 DESC AS FOLLOWS:
COM AT NE COR OF SEC 33 TH S 00-09-48 W 330.85 FT TH S 89-58-57 W 138.50 FT TH S 00-08-04 W 329.53 FT TO POB TH S 00-08-04 W 305 FT TH S 00-08-04 W 25 FT TH S 89-56-07 W 139 FT TH N 00-08-04 E 25 FT TH N 00-08-04 E 305 FT TH N 89-56-07 E 139 FT TO POB.
BEING SUB TO INGRESS/EGRESS EASEMENT ACROSS S 25 FT THEREOF.
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-006-021
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 21 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF SEC 33 TH S 00-09-48 W 330.85 FT TH S 89-58-57 W 330 FT TH N 89-59-17 E 86.35 FT TH S 00-08-04 W 329.78 FT TO THE POB TH S 00-08-04 W 305 FT TH S 00-08-04 W 25 FT TH S 89-56-07 W 139 FT TH N 00-08-04 E 25 FT TH N 00-08-04 E 305 FT TH N 89-56-07 E 139 FT TO THE POB
SUB TO AN INGRESS/EGRESS EASEMENT ACROSS S 25 FT THEREOF
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-006-022
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 22 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF SEC 33 TH S 00-09-48 W 330.85 FT TH S 89-58-57 W 330 FT TH S 89-59-17 W 225.35 FT TH S 00-08-04 W 329.78 FT TO THE POB TH CONT S 00-08-04 W 305 FT TH S 00-08-04 W 25 FT TH S 89-56-07 W 139 FT TH N 00-08-04 E 25 FT TH N 00-08-04 E 305 FT TH N 89-56-07 E 139 FT TO THE POB

BEING SUB TO INGRESS/EGRESS EASEMENT ACROSS S 25 FT THEREOF
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-006-023
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 23 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF SEC 33 TH S 00-09-48 W 330.85 FT TH S 89-58-57 W 330 FT TH
S 89-59-17 W 337.35 FT TH S 89-56-07 W 27 FT TH S 00-08-04 W 330 FT TO THE POB
TH CONT S 00-08-04 W 305 FT TH CONT S 00-08-04 W 25 FT TH S 89-56-07 W 139 FT TH
N 00-08-04 E 25 FT TH CONT N 00-08-04 E 305 FT TH N 89-56-07 E 139 FT TO THE POB
BEING SUBJECT TO AN EASEMENT ACROSS S 25 FT THEREOF &
BLK F LOT 24 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF SEC 33 TH S 00-09-48 W 330.05 FT TH S 89-58-57 W 330 FT TH
S 89-59-17 W 337.35 FT TH S 89-56-07 W 166 FT TH S 00-08-04 W 305 FT TO THE POB
TH CONT S 00-08-04 W 305 FT TH S 00-08-04 W 25 FT TH S 89-56-07 W 164 FT TH
N 00-08-04 E 330 FT TH N 89-56-07 E 25 FT TH N 89-56-07 E 139 FT TO THE POB
BEING SUBJECT TO AN EASEMENT ACROSS S 25 FT & W 25 FT
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-006-105
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK F LOT 5 BEING MORE PARTICULARLY DESC AS:
COM AT NE COR OF SEC 33 TH S 0-9-48 W 330.85 FT TH
S 89-58-57 W 277.50 FT TO POB TH S 0-8-4 W 24.65 FT TH
S 0-8-4 W 305 FT TH S 89-56-07 W 139 FT TH N 0-8-4 E
305 FT TH N 0-8-4 E 24.78 FT TH N 89-59-17 E 86.35 FT TH
N 89-58-57 E 52.65 FT TO POB
SUBJECT TO AN ESMT FOR INGRESS AND EGRESS DESC AS FOLLOWS:
BEGIN AT AFOREMENTIONED POB TH S 0-8-4 W 24.65 FT TH
S 89-56-07 W 139 FT TH N 0-8-4 E 24.78 FT TH N 89-59-17 E
86.35 FT TH N 89-58-57 E 52.65 FT TO POB
Parent Parcel: 4492-006-005

PARCEL NUMBER: 4492-007-000
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 1-A (PARCEL A) BEING MORE FULLY DESC AS FOLLOWS:
COM NE COR OF LOT 2 BLK G TH S 89-58-57 W 152.50 FT FOR
POB TH N 00-04-10 E 283.04 FT S 89-56-40 W 152.50 FT
S 00-04-10 W 282.84 FT TH N 89-58-57 E 152.50 FT TO POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-007-001

PARCEL NUMBER: 4492-007-001
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
THE E 152.50 FT OF THAT COMMERCIAL LOT LYING N OF LOT 1 BLK G TOGETHER WITH THE E 152.50 FT OF LOT 1 BLK G ALL BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF THE E 1/2 OF THE SE 1/4 OF SEC 28 TH S 89-58-00 W ALONG THE N LINE OF THE SE 1/4 OF SAID SEC 28 A DISTANCE OF 997.28 FT TH S 00-04-10 W 34.62 FT TH N 89-56-40 E 25 FT TO A CONC MON TH CONT N 89-56-40 E 152.50 FT TO THE POB TH CONT N 89-56-40 E 152.50 FT TH S 00-04-10 W 283.23 FT TH S 89-58-57 W 152.50 FT TH N 00-04-10 E 283.23 FT TO THE POB
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-002
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRING ACRES
BLK G LOT 2 DESC AS FOLLOWS:
COM AT NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 997.28 FT TH S 00-14-10 W 317.44 FT TO POB TH S 89-58-57 E 25 FT TH S 89-58-57 E 305 FT TH S 00-04-10 W 132 FT TH N 89-58-57 W 305 FT TH N 89-58-57 W 25 FT TH N 00-14-10 E 132 FT TO POB.
SUB TO INGRESS/EGRESS EASEMENT ACROSS W 25 FT THEREOF.
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-003
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 3 DESC AS FOLLOWS:
COM AT NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 997.28 FT TH S 00-04-10 W 449.44 FT TO POB TH S 89-58-57 E 25 FT TH S 89-58-57 E 305 FT TH S 00-04-10 W 132 FT TH N 89-58-57 W 305 FT TH N 89-58-57 W 25 FT TH N 00-04-10 E 132 FT TO POB.
BEING SUB TO INGRESS/EGRESS ACROSS W 25 FT THEREOF.
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-004
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 4 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF E 1/2 OF SE 1/4 TH S 89-59-00 W 997.29 FT TH S 00-04-10 W 581.41 FT TO POB TH S 89-58-57 E 330 FT TH S 00-04-10 W 132 FT TH N 89-58-57 W 330 FT TH N 00-04-10 E 132 FT TO POB W 25 FT THEREOF BEING SUBJECT TO INGRESS & EGRESS EASEMENT

Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-005
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 5 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 997.28 FT TH S 00-04-10 W
713.44 FT TO THE POB TH S 89-58-57 E 25 FT TH S 89-58-57 E 305 FT TH S 00-04-10 W 132 FT TH
N 89-58-57 W 305 FT TH CONT N 89-58-57 W 25 FT TH N 00-04-10 E 132 FT TO THE POB

SUBJECT TO AN EASEMENT ACROSS THE W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-006
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF THE E 1/2 OF SE 1/4 TH S 89-59-00 W
ALONG THE N LINE OF THE SE 1/4 997.28 FT TH S 00-04-10 W
845.44 FT TO THE POB TH S 89-58-57 E 25 FT TH CONT
S 89-58-57 E 305 FT TH S 00-04-10 W 132 FT TH N 89-58-57 W
305 FT TH CONT N 89-58-57 W 25 FT TH N 00-04-10 E 132 FT
TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-007
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF E 1/2 OF SE 1/4 TH S 89-59-00 W 997.28 FT
TH S 00-04-10 W 977.44 FT FOR POB TH S 89-58-57 E 25.00 FT
S 89-58-57 E 305.00 FT S 00-04-10 W 132.00 FT N 89-58-57 W
305.00 FT N 89-58-57 W 305.00 FT N 89-58-57 W 25.00 FT
N 00-04-10 E 132.00 FT TO POB
SUB TO EASEMENTS OF RECORD
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-009
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 9

BEING MORE PARTICULARY DESC AS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28
TH S 89-59-00 W 997.28 FT TH S 00-04-10 W 1241.44 FT TO
THE POB TH S 89-58-57 E 25 FT TH CONT S 89-58-57 E 305 FT
TH S 00-04-10 W 132 FT TH N 89-58-57 W 305 FT TH
N 89-58-57 W 25 FT TH N 00-04-10 E 132 FT TO THE POB
SUB TO AN INGRESS/EGRESS EASEMENT ACROSS W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-010
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 10 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF THE E 1/2 OF SE 1/4 TH S 89-59-00 W
ALONG THE N LINE OF THE SE 1/4 997.28 FT TH S 00-04-10 W
1373.44 FT TO THE POB TH S 89-58-57 E 25 FT TH CONT
S 89-58-57 E 305 FT TH S 00-04-10 W 132 FT TH N 89-58-57 W
305 FT TH CONT N 89-58-57 W 25 FT TH N 00-04-10 E 132 FT
TO THE POB SUBJECT TO AN INGRESS EGRESS EASEMENT ACROSS
THE W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-011
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 TH S 89-59-00 W
ALONG THE N LINE OF SE 1/4 997.28 FT TH S 00-04-10 W
1505.44 FT TO THE POB TH S 89-58-57 E 25 FT TH CONT
S 89-58-57 E 305 FT TH S 00-04-10 W 132 FT TH N 89-58-57 W
305 FT TH CONT N 89-58-57 W 25 FT TH N 00-04-10 E
132 FT TO THE POB BEING SUBJECT TO AN INGRESS AND EGRESS
EASEMENT ACROSS THE W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-012
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC TH S 89-59-00 W
ALONG THE N LINE OF THE SE 1/4 997.28 FT TH S 00-04-10 W
1637.44 FT TO THE POB TH S 89-58-57 E 25 FT TH CONT
S 89-58-57 E 305 FT TH S 00-04-10 W 132 FT TH N 89-58-57 W
305 FT TH CONT N 89-58-57 W 25 FT TH N 00-04-10 E 132 FT
TO THE POB SUBJECT TO AN INGRESS EGRESS EASEMENT ACROSS
THE W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-013
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF THE E 1/2 OF SE 1/4 OF SEC 28 TH
S 89-59-00 W 997.28 FT TH S 00-04-10 W 1769.44 FT TO THE
POB TH S 89-58-57 E 25 FT TH CONT S 89-58-57 E 305 FT TH
S 00-04-10 W 132 FT TH N 89-58-57 W 305 FT TH CONT
N 89-58-57 W 25 FT TH N 00-04-10 E 132 FT TO THE POB
SUBJECT TO AN EASEMENT ACROSS THE W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-014
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 14 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 997.28 FT TH S 00-04-10 W 1901.44 FT
TO THE POB TH S 89-58-57 E 25.00 FT TH S 89-58-57 E 305.00 FT TH S 00-04-10 W 132.00 FT TH
N 89-58-57 W 305.00 FT TH N 89-58-57 W 25.00 FT TH N 00-04-10 E 132.00 FT TO THE POB
SUBJECT TO AN EASEMENT ACROSS THE W 25.00 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-015
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF THE E 1/2 OF SE 1/4 OF SEC 28 TH
S 89-59-00 W 997.28 FT TH S 00-04-10 W 2033.44 FT TO THE
POB TH S 89-58-57 E 25 FT TH CONT S 89-58-57 E 305 FT TH
S 00-04-10 W 132 FT TH N 89-58-57 W 305 FT TH CONT
S 89-58-57 W 25 FT TH N 00-04-10 E 132 FT TO THE POB
BEING SUBJECT TO AN EASEMENT ACROSS THE W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-016
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 997.28 FT TH S 00-04-10 W
2297.44 FT TO THE POB TH S 89-58-57 E 25 FT TH CONT S 89-58-57 E 305 FT TH S 00-04-10 W

132 FT TH N 89-58-57 W 305 FT TH CONT N 89-58-57 W 25 FT TH N 00-04-10 E 132 FT TO THE POB
BEING SUB TO EASEMENT ACROSS W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-018
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 18 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 997.28 FT TH S 00-04-10 W 2429.44 FT TO THE POB TH S 89-58-57 E 25 FT TH CONT S 89-58-57 E 305 FT TH S 00-04-10 W 132 FT TH N 89-58-57 W 305 FT TH CONT N 89-58-57 W 25 FT TH N 00-04-10 E 132 FT TO THE POB
SUB TO INGRESS/EGRESS EASEMENT ACROSS W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-019
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 19 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 997.28 FT TH S 00-04-10 W 2561.44
FT TO THE POB TH S 89-58-57 E 25 FT TH CONT S 89-58-57 E 305 FT TH S 00-04-10 W 92.73 FT TH
S 00-08-04 W 40.23 FT TH S 89-56-07 W 305 FT TH CONT S 89-56-07 W 25 FT TH N 00-08-04 E 40.69 FT
TH N 00-04-10 E 92.73 FT TO THE POB
SUBJECT TO AN EASEMENT ACROSS THE W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-021
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 21 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-58-57 E 330 FT TH S 00-08-04 W 173.69 FT TO THE POB TH N 89-56-07 E 25 FT TH CONT N 89-56-07 E 305 FT TH S 00-08-04 W 133 FT TH CONT S 00-08-04 W 25 FT TH S 89-56-07 W 330 FT TH N 00-08-04 E 158 FT TO THE POB
SUBJECT TO AN EASEMENT ACROSS W 25 FT & S 25 FT THEREOF &
LOT 20 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-58-57 E 330 FT TH S 00-08-04 W 40.69 FT TO THE POB TH N 89-56-07 E 25 FT TH CONT N 89-56-07 E 305 FT TH S 00-08-04 W 133 FT TH
S 89-56-07 W 305 FT TH CONT S 89-56-07 W 25 FT TH N 00-08-04 E 133 FT TO THE POB

SUBJECT TO AN EASEMENT ACROSS THE W 25 FT THEREOF
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-022
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 22 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF SEC 33 TH N 89-59-00 W 329.94 FT TH S 00-09-48 W 172.74 FT TO THE POB
TH CONT S 00-09-48 W 158.31 FT TH S 89-59-17 W 337.35 FT TH N 00-08-04 E 25 FT TH CONT
N 00-08-04 E 133 FT TH N 89-56-07 E 305 FT TH CONT N 89-56-07 E 32.44 FT TO THE POB &

SUB TO INGRESS/EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT AFOREMENTIONED POB TH S 00-09-48 W 158.31 FT TH S 89-59-17 W 337.35 FT TH
N 00-08-04 E 25 FT TH N 89-56-07 E 305 FT TH N 00-08-04 E 133 FT TH N 89-56-07 E 32.44 FT TO POB.

BLK G LOT 23 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF SEC 28 TH N 89-59-00 W 329.94 FT TH S 00-09-48 W 39.74 FT TO THE POB
TH CONT S 00-09-48 W 133 FT TH S 89-56-07 W 32.44 FT TH CONT S 89-56-07 W 305 FT TH
N 00-08-04 E 133 FT TH N 89-56-07 E 305 FT TH CONT N 89-56-07 E 32.50 FT TO THE POB

SUB TO INGRESS/EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT AFOREMENTIONED POB TH S 00-09-48 W 133 FT TH S 89-56-07 W 32.44 FT TH N 00-08-04 E 133 FT TH N 89-56-07 E 32.50 FT TO POB.
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-024
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 24 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 330 FT TH S 00-03-51 W
2561.84 FT TO THE POB TH CONT S 00-03-51 W 92.73 FT TH S 00-09-46 W 39.74 FT TH S 89-56-07 W 32.50 FT TH S 89-56-07 W 305 FT TH N 00-08-04 E 40.21 FT TH N 00-04-10 E
92.74 FT TH S 89-58-57 E 305 FT TH S 89-58-57 E 32.52 FT TO THE POB &

SUB TO INGRESS/EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT AFOREMENTIONED POB TH S 00-03-51 W 92.73 FT TH S 00-09-48 W 39.74 FT TH S 89-56-07 W 32.5 FT TH N 00-08-04 E 39.78 FT TH N 00-04-10 E 92.73 FT TH
S 89-58-56 E 32.52 FT TO POB.

BLK G LOT 25 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 330 FT TH S 00-03-51 W
2429.84 FT TO THE POB TH CONT S 00-03-51 W 132 FT TH N 89-58-57 W 32.52 FT TH N 89-58-57 W 305 FT TH N 00-04-10 E 132 FT TH S 89-58-57 E 305 FT TH S 89-58-57 E 32.51
FT TO THE POB

SUB TO AN INGRESS/EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT AFOREMENTIONED POB TH S 00-03-51 W 132 FT TH N 89-58-57 W 32.52 FT TH N 00-04-10 E 132 FT TH S 89-58-57 E 32.51 FT TO POB.
Parent Parcel: 4492-000-012

PARCEL NUMBER: 4492-007-026
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 26 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF THE E 1/2 OF SE 1/4 TH S 89-59-00 W
330 FT TH S 00-03-51 W 2297.84 FT TO THE POB TH CONT
S 00-03-51 W 132 FT TH N 89-58-57 W 32.51 FT TH CONT
N 89-58-57 W 305 FT TH N 00-04-10 E 132 FT TH S 89-58-57 E
305 FT TH CONT S 89-58-57 E 32.50 FT TO THE POB
SUBJECT TO AN INGRESS EGRESS EASEMENT DESC AS FOLLOWS:
BAG AT THE AFOREMENTIONED POB TH S 00-03-51 W 132 FT TH
N 89-58-57 W 32.51 FT TH N 00-04-10 E 132 FT TH
S 89-58-57 E 32.50 FT TO THE POB
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-027
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 27 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF THE E 1/2 OF SE 1/4 TH S 89-59-00 W
330 FT TH S 00-03-51 W 2165.84 FT TO THE POB TH CONT
S 00-03-51 W 132 FT TH N 89-58-57 W 32.50 FT TH
N 89-58-57 W 305 FT TH N 00-04-10 E 132 FT TH S 89-58-57 E
305 FT TH CONT S 89-58-57 E 32.48 FT TO THE POB SUBJECT TO
AN INGRESS EGRESS EASEMENT DESC AS FOLLOWS: BEG AT
THE AFOREMENTIONED POB TH S 00-03-51 W 132 FT TH
N 89-58-57 W 32.50 FT TH N 00-04-10 E 132 FT TH
S 89-58-57 E 32.48 FT TO THE POB
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-028
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

BLK G LOT 28 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF THE E 1/2 OF SE 1/4 TH S 89-59-00 W
330 FT TH S 00-03-51 W 2033.84 FT TO THE POB TH CONT
S 00-03-51 W 132 FT TH N 89-58-57 W 32.48 FT TH CONT
N 89-58-57 W 305 FT TH N 00-04-10 E 132 FT TH S 89-58-57 E
305 FT TH CONT S 89-58-57 E 32.47 FT TO THE POB
SUBJECT TO AN INGRESS EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT THE AFOREMENTIONED POB TH S 00-03-51 W 132 FT TH
N 89-58-57 W 32.48 FT TH N 00-04-10 E 132 FT TH
S 89-58-57 E 32.47 FT TO THE POB
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-029
SEC 28 TWP 17 RGE 22
PLAT BOOK UR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 29 BEING MORE FULLY DESCRIBED AS FOLLOWS:
COM AT THE NE COR OF THE E 1/2 OF SE 1/4 TH S 89-59-00 W
330 FT TH S 00-03-51 W 1901.84 FT TO THE POB TH CONT
S 00-03-51 W 132 FT TH N 89-58-57 W 32.47 FT TH CONT
N 89-58-57 W 305 FT TH N 00-04-10 E 132 FT TH
S 89-58-57 E 305 FT TH CONT S 89-58-57 E 32.46 FT TO
THE POB
SUBJECT TO AN INGRESS EGRESS EASEMENT DESCRIBED AS FOLLOWS:
BEG AT THE AFOREMENTIONED POB TH S 00-03-51 W 132 FT TH
N 89-58-57 W 32.47 FT TH N 00-04-10 E 132 FT TH
S 89-58-57 E 32.46 FT TO THE POB

Parent Parcel: 4492-007-028

PARCEL NUMBER: 4492-007-030
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 30 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF THE E 1/2 OF SE 1/4 TH S 89-59-00 W 330 FT TH
S 00-03-51 W A DIS OF 1769.84 FT TO POB TH S 132 FT TH
N 89-58-57 W 32.46 FT TH N 89-58-57 W 305 FT TH N 00-04-10 E
132 FT TH S 89-58-57 E 305 FT TH S 89-58-57 E 32.45 FT TO POB
SUBJECT TO AN INGRESS/ EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT THE AFFOREMENTIONED POB TH S 00-03-51 W 132 FT
TH N 89-58-57 W 32.46 FT TH N 00-04-10 E 132 FT TH
S 89-58-57 E 32.45 FT TO POB
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-031
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOTS 32.33 BEING MORE FULLY DESC AS FOLLOWS:

COM AT NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W
330 FT TH S 00-03-51 W 1505.84 FT TO POB TH S 00-03-51 W
132 FT TH N 89-58-57 W 32.44 FT TH N 89-58-57 W 305 FT TH
N 00-04-10 E 132 FT TH S 89-58-57 E 305 FT TH S 89-58-57 E
32.43 FT TO POB SUBJECT TO INGRESS/EGRESS ESMNT DESC AS
FOLLOWS: BEGIN AT AFOREMENTIONED POB TH S 00-03-51 W 132 FT
TH N 89-58-57 W 32.44 FT TH N 00-04-10 E 132 FT TH
S 89-58-57 E 32.43 FT TO POB AND
BLK G LOT 33 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF E 1/2 OF SE 1/4 TH S 89-59-00 W
W 330 FT TH S 00-03-51 W 1373.84 FT TO THE POB
TH S 00-03-51 W 132 FT TH N 89-58-57 W 32.43 FT TH
N 89-58-57 W 305 FT TH N 00-04-10 E 132 FT TH
S 89-58-57 E 32.41 FT TO POB SUBJECT TO INGRESS/EGRESS
ESMNT DESC AS FOLLOWS: BEGIN AT AFOREMENTIONED POB; TH
S 00-03-51 W 132 FT TH N 89-58-57 W 32.43 FT TH
N 00-04-10 E 132 FT TH S 89-58-57 E 32.41 FT TO POB
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-034
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 34 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 330 FT TH S 00-03-51 W 1241.84 FT
TO THE POB TH CONT S 00-03-51 W 132 FT TH N 89-58-57 W 32.41 FT TH CONT N 89-58-57 W 305 FT
TH N 00-04-10 E 132 FT TH S 89-58-57 305 FT TH S 89-58-57 E 32.40 FT TO THE POB &
BLK G L0T 35 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 330 FT TH S 00-03-51 W 1109.84 FT
TO THE POB TH CONT S 00-03-51 W 132 FT TH N 89-58-57 W 32.40 FT TH CONT N 89-58-57 W 305 FT
TH N 00-04-10 E 132 FT TH S 89-58-57 E 305 FT TH S 89-58-57 E 32.39 FT TO THE POB &
BLK G LOT 36 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 330 FT TH S 00-03-51 W 977.84 FT
TO THE POB TH CONT S 00-03-51 W 132 FT TH N 89-58-57 W 32.39 FT TH CONT N 89-58-57 W 305 FT
TH N 00-04-10 E 132 FT TH S 89-58-57 E 305 FT TH CONT N 89-58-57 E 32.38 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-037
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

BLK G LOT 37 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF THE E 1/2 OF SE 1/4 TH S 89-59-00 W
330 FT TH S 00-03-51 W 845.84 FT TO THE POB TH CONT
S 00-03-51 W 132 FT TH N 89-58-57 W 32.38 FT TH CONT
N 89-58-57 W 305 FT TH N 00-04-10 E 132 FT TH S 89-58-57 E
305 FT TH CONT S 89-58-57 E 32.37 FT TO THE POB

SUBJECT TO AN INGRESS EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT THE AFOREMENTIONED POB TH S 00-03-51 W 132 FT TH
N 89-58-57 W 32.38 FT TH N 00-04-10 E 132 FT TH
S 89-58-57 E 32.37 FT TO THE POB
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-038
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 38 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W
330 FT TH S 00-03-51 W 713.84 FT TO POB TH S 00-03-51 W
132 FT TH N 89-58-57 W 32.37 FT TO CONC MON TH
N 89-58-57 W 305 FT TO CONC MON TH N 00-04-10 E 132 FT
TO CONC MON TH S 89-58-57 E 305 FT TO CONC MON TH
S 89-58-57 E 32.36 FT TO POB

SUBJECT TO AN EGRESS/INGRESS EASEMENT DESC AS FOLLOWS:
BEGIN AT AFOREMENTIONED POB TH S 00-03-51 W 132 FT TH
N 89-58-57 W 32.37 FT TO CONC MON TH N 00-04-10 E 132 FT
TO CONC MON TH S 89-58-57 E 32.36 FT TO POB
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-039
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 39 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W
330 FT TH S 00-03-51 W 581.84 FT TO POB TH CONT S 00-03-51 W
132 FT TH N 89-58-57 W32.36 FT TO CONC MON TH N 89-58-57 W
305 FT TO CONC MON TH N 00-04-10 E 132 FT TO CONC MON
TH S 89-58-57 E 305 FT TO CONC MON TH S 89-58-57 E 32.34 FT
TO POB

SUBJECT TO INGRESS/EGRESS ESMT DESC AS FOLLOWS:
BEG AT POB TH S 00-03-51 W 132 FT TH N 89-58-57 W 32.36 FT
TO CONC MON TH N 00-04-10 E 132 FT TO CONC MON TH
S 89-58-57 E 32.34 FT TO POB
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-040

SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOTS 40.41 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF E 1/2 OF SE 1/4 TH S 89-59-00 W 330.00 FT
S 00-03-51 W 317.84 FT FOR POB TH S 00-03-51 W 264.00 FT TH
N 89-58-57 W 337.34 FT TH N 00-04-10 E 264.00 FT TH
S 89-58-57 E 337.32 FT TO POB
SUBJECT TO AN INGRESS/EGRESS EASEMENT OVER E 32 FT THEREOF
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-042
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOTS 42.43 DESC AS FOLLOWS:
COM AT NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 330 FT
TH S 00-03-51 W 185.84 FT TO POB TH S 00-03-51 W 132 FT TH
N 89-58-56 W 32.32 FT TH N 89-58-57 W 305 FT TH N 00-04-10 E 132 FT
TH S 89-58-57 E 305 FT TH S 89-58-57 E 32.31 FT TO POB. AKA BLK G LOT 42
SUB TO INGRESS/EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT AFOREMENTIONED POB TH S 00-03-51 W 132 FT TH N 89-58-57 W
32.32 FT TH N 00-04-10 E 132 FT TH S 89-58-57 E 32.31 FT TO POB.

COM AT NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 330 FT
TH S 00-03-51 W 34.17 FT TO POB TH S 00-03-51 W 151.67 FT TH
N 89-58-57 W 32.31 FT TH N 89-58-57 W 305 FT TH N 00-04-10 E 151.23 FT
TH N 89-56-40 E 305 FT TH N 89-56-40 E 32.28 FT TO POB.AKA BLK G LOT 43
SUB TO AN INGRESS/EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT AFOREMENTIONED POB TH S 00-03-51 W 151.67 FT TH
N 89-58-57 W 32.31 FT TH N 00-04-10 E 151.62 FT TH N 89-56-40 E
32.28 FT TO POB.
Parent Parcel: 4492-000-014

PARCEL NUMBER: 4492-007-116
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK G LOT 16 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W
997.28 FT TH S 00-04-10 W 2165.44 FT TO THE POB TH S 89-58-57 E
25 FT TH CONT S 89-58-57 E 305 FT TH S 00-04-10 W 132 FT TH
N 89-58-57 W 305 FT TH CONT N 89-58-57 W 25 FT TH N 00-04-10 E
132 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-007-016

PARCEL NUMBER: 4492-007-131
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224

SILVER SPRINGS ACRES
BLK G LOT 16 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF E 1/2 OF SE 1/4 OF SEC 28 TH S 89-59-00 W 997.28 FT TH S 00-04-10 W 2165.44 FT TO THE POB TH S 89-58-57 E 25 FT TH CONT S 89-58-57 E 305 FT TH S 00-04-10 W 132 FT TH N 89-58-57 W 305 FT TH CONT N 89-58-57 W 25 FT TH N 00-04-10 E 132 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-007-016

PARCEL NUMBER: 4492-008-018
SEC 28 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOTS 18.19.20.21 BEING MORE FULLY DESC AS FOLLOWS:
S 224.73 FT OF E 330 FT OF E 1/2 OF SE 1/4 &
N 330.5 FT OF E 330 FT
SUB TO ROW OVER E 30 FT & S 25 FT THEREOF

PARCEL NUMBER: 4492-008-022
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOT 22 BEING MORE FULLY DESC AS FOLLOWS:
W 134 FT OF N 330.50 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-008-023
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOT 23 DESC AS FOLLOWS:
N 305.27 FT OF E 134 FT OF W 272.51 FT OF W 1/2 OF SEC 34
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-008-024
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOT 24 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF E 134 FT OF W 406.50 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-008-025
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOT 25 BEING MORE FULLY DESC AS FOLLOWS:
E 134 FT OF W 540.25 FT OF N 330.27 FT OF THE W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-008-026
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOT 26 DESC AS FOLLOWS:
E 134 FT OF W 674.51 FT OF N 330.27 FT OF W 1/2 OF SEC 34
SUB TO ROAD ROW EASEMENT OVER S 25 FT

PARCEL NUMBER: 4492-008-027
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOTS 27.28.29 BEING MORE FULLY DESC AS FOLLOWS:
E 402 FT OF W 1076.25 FT OF N 331 FT
SUB TO EASEMENT OF RECORD OVER S 25 FT

PARCEL NUMBER: 4492-008-030
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOTS 30.31 BEING DESC AS FOLLOWS:
N 332 FT OF E 268 FT OF W 1344.45 FT OF NW 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-008-032
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOT 32 BEING MORE FULLY DESC AS FOLLOWS:
E 134 FT OF W 1478.25 FT OF N 331.48 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-008-033
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOT 33 BEING DESC AS FOLLOWS:
N 330.27 FT OF E 134 FT OF W 1612.51 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-008-034
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK H LOTS 34.35.36.37 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF SEC 28 TH N 89-51-22 E 1612.25 FT TO THE POB
TH CONT N 89-51-22 E 536 FT TH S 00-06-48 W 332.11 FT TH
S 89-56-07 W 536 FT TH N 00-06-48 E 331.65 FT TO THE POB &
BLK H LOT 38 BEING MORE FULLY DESC AS FOLLOWS:

W 134 FT OF E 494 FT OF N 332.2 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-009-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 340 FT TH N 89-51-22 E 1373.09 FT TH
N 00-09-47 E 1647.94 FT TH S 89-54-16 W 520.02 FT TO THE POB TH CONT S 89-54-16 W 155 FT TH
N 00-06-48 E 331.49 FT TH N 89-51-22 E 155 FT TH S 00-06-48 W 26.62 FT TH CONT S 00-06-48 W
305 FT TO THE POB
SUB TO AN INGRESS/EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT CONCRETE MONUMENT THAT BEARS N 00-06-48 E 305 FT FROM POB
TH S 89-54-16 W 130 FT TH S 00-06-48 W 305 FT TH S 89-54-16 W 25 FT TH
N 00-06-48 E 331.49 FT TH N 89-51-22 E 155 FT TH S 00-06-48 W 26.62 FT TO POB.
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-009-002
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 2 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E
340 FT TH N 89-51-22 E 1373.09 FT TH N 00-09-47 E
1647.94 FT TH S 89-54-16 W 390.02 FT AND POB TH
S 89-54-16 W 130 FT TH N 00-06-48 E 305 FT TH N 00-06-48 E
26.62 FT TH N 89-51-22 E 130 FT TH S 00-06-48 W 26.73 FT TH
S 00-06-48 W 305 FT TO POB BEING SUBJECT TO INGRESS-EGRESS
EASEMENT DESC AS FOLLOWS:
BEG AT CONC MON THAT BEARS N 00-06-48 E 305 FT FROM
AFOREMENTIONED POB TH S 89-51-22 W 130 FT TH N 00-06-48 E
26.62 FT TH N 89-51-22 E 130 FT TH S 00-06-48 W 26.73 FT TO
POB
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-009-003
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 3 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF THE NW 1/4 TH N 00-09-47 E ALONG THE W
LINE OF SAID NW 1/4 FOR 340 FT TH N 89-51-22 E 1373.09 FT TH
N 00-09-47 E 1647.94 FT TH S 89-54-16 W 260.02 FT TO THE POB
TH CONT S 89-54-16 W 130 FT TH N 00-06-48 E 305 FT TH CONT
N 00-06-48 E 26.73 FT TH N 89-51-22 E 130 FT TH S 00-06-48 W
26.84 FT TH CONT S 00-06-48 W 305 FT TO THE POB BEING

SUBJECT TO AN INGRESS AND EGRESS EASEMENT DESC AS
FOLLOWS: BEG AT A CM THAT BEARS N 00-06-48 E 305 FT FROM THE
AFOREMENTIONED POB TH S 89-51-22 W 130 FT TH N 00-06-48 E
26.73 FT TH N 89-51-22 E 130 FT TH S 00-06-48 W 26.84 FT
TO THE POB
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-009-004
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 4 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 340
FT TH N 89-51-22 E 1373.09 FT TH N 00-09-47 E 1647.94 FT TH
S 89-54-16 W 130.02 FT TO THE POB TH CONT S 89-54-16 W 130
FT TH N 00-06-48 E 305 FT TH CONT N 00-06-48 E 26.84 FT TH
N 89-51-22 E 130 FT TH S 00-06-48 W 26.95 FT TH CONT
S 00-06-48 W 305 FT TO THE POB

SUB TO AN INGRESS/EGRESS EASMENT DESC AS FOLLOWS:
BEG AT CONCRETE MONUMENT THAT BEARS N 00-06-48 E 305 FT FROM
POB TH S 89-51-22 W 130 FT TH N 00-06-48 E 26.84 FT TH N 89-51-22 E
130 FT TH S 00-06-48 W 26.95 FT TO POB.
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-009-005
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 5 & A PT OF LOT 6 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 340 FT TH N 89-51-22 E
1373.09 FT TH N 00-09-47 E 1647.94 FT TO THE POB TH S 89-54-16 W 130.02 FT TH
N 00-06-48 E 305 FT TH CONT N 00-06-48 E 26.95 FT TH N 89-51-22 E 130.31 FT TH
S 00-09-47 W 26.07 FT TH CONT S 00-09-47 W 305 FT TO THE POB
SUB TO INGRESS/EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT CONCRETE MONUMENT THAT BEARS N 00-09-47 E 305 FT FROM
AFOREMENTIONED POB TH S 89-51-22 W 130.28 FT TH N 00-06-48 E 26.95 FT
TH N 89-51-22 E 130.31 FT TH S 00-09-47 W 27.06 FT TO POB.
Parent Parcel: 4492-009-006

PARCEL NUMBER: 4492-009-006
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 6 BEING DESC AS FOLLOWS:
W 130 FT OF E 1270 FT OF N 330 FT OF S 660 FT OF
N 991.60 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-009-007

SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOTS 7 BEING DESC AS FOLLOWS:
W 130 FT OF E 1140 FT OF N 330 FT OF S 660 FT OF
N 991.51 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-009-006

PARCEL NUMBER: 4492-009-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOTS 8.9 DESC AS FOLLOWS:
S 330 FT OF N 661.88 FT OF W 260 FT OF E 100 FT OF W 1/2
SUB TO ROAD ROW OVER N 25 FT THEREOF.

PARCEL NUMBER: 4492-009-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOTS 10.11 DESC AS FOLLOWS:
W 260 FT OF E 750 FT OF S 330 FT OF N 662 FT OF W 1/2 OF SEC 34
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-009-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF W 1/2 OF SEC TH S 89-51-22 W
360 FT TO WLY ROW OF SE 30TH AVE TH S 0-06-48 W 357.23 FT
FOR POB TH S 0-06-48 W 305.11 FT TH S 89-54-16 W 129.59 FT
TH N 0-06-48 E 305.11 FT TH N 89-54-16 E 129.59 FT TO POB
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-009-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 13
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-009-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOTS 14.15
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-009-016
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 16 BEING DESC AS FOLLOWS:
W 130 FT OF E 880 FT OF S 330 FT OF N 992 FT OF W 1/2
SUB TO ROAD ROW OVER S 25 FT THEREOF

PARCEL NUMBER: 4492-009-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 1010 FT OF S 330 FT OF N 992 FT OF W 1/2
SUB TO ROAD ROW OVER S 25 FT THEREOF

PARCEL NUMBER: 4492-009-018
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 18 BEING DESC AS FOLLOWS:
W 130 FT OF E 1140 FT OF S 330 FT OF N 991.51 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-009-007

PARCEL NUMBER: 4492-009-019
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 19 BEING DESC AS FOLLOWS:
W 130 FT OF E 1270 FT OF S 330 FT OF N 991.51 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-009-018

PARCEL NUMBER: 4492-009-020
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 20 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 340 FT TH N 89-51-22 E 1373.09 FT TH N 00-09-47 E 1317.94 FT TO THE POB TH S 89-54-16 W 129.73 FT TH N 00-06-48 E 25 FT TH CONT N 00-06-48 E 305 FT TH N 89-54-16 E 130.02 FT TH S 00-09-47 W 305 FT TH CONT S 00-09-47 W 25 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-009-021
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

BLK I LOT 21 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 340 FT TH
N 89-51-22 E 1373.09 FT TH N 00-09-47 E 1317.94 FT TH S 89-54-16 W
129.73 FT TO POBTH S 89-54-16 W 130 FT TH N 00-06-48 E 25 FT
TH N 00-06-48 E 305 FT TH N 89-54-16 E 130 FT TH S 00-06-48 W
305 FT TH S 00-06-48 W 25 FT TO POB
S 25 FT SUBJECT TO AND TOGETHER WITH INGRESS-EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-009-022
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 22 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 341 FT TH N 89-51-22 E
1373.09 FT TH
N 00-09-47 E 1317.94 FT TH S 89-54-16 W 259.73 FT TO THE POB TH CONT S 89-54-16
W 130 FT TH
N 00-06-48 E 25 FT TH CONT N 00-06-48 E 306 FT TH N 89-54-16 E 130 FT TH S 00-06-48
W 305 FT
TH CONT S 00-06-48 W 25 FT TO THE POB
THE S 25 FT THEREOF BEING SUBJECT TO & TOGETHER WITH AN EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-009-023
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 23 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SW COR OF NW 1/4 TH N 00-09-47 E 340.00 FT TH
N 89-51-22 E 1373.09 FT TH N 00-09-47 E 1317.94 FT TH
S 89-54-16 W 389.73 FT FOR POB TH S 89-54-16 W 130.60 FT
TH N 00-06-48 E 25.00 FT TH N 00-06-48 E 305.00 FT
TH N 89-54-16 E 130.00 FT TH S 00-06-48 W 305.00 FT
TH S 00-06-48 W 25.00 FT TO POB
THE S 25.00 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH
AN INGRESS-EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-009-024
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK I LOT 24 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF THE NW 1/4 TH N 00-09-47 E ALONG THE
W LINE OF SAID NW 1/4 FOR 340 FT TH N 89-51-22 E 1373.09 FT
TH N 00-09-47 E 1317.94 FT TH S 89-54-16 W 519.73 FT TO THE
POB TH CONT S 89-54-16 W 155 FT TH N 00-06-48 E 330 FT TH
N 89-54-16 E ALONG THE N LINE OF SAID LOT 24 AND ITS
EXTENSION FOR 25 FT TH CONT N 89-54-16 E 130 FT TH

S 00-06-48 W 305 FT TH CONT S 00-06-48 W 25 FT TO THE POB

THE S 25 FT AND THE 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH INGRESS EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-010-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF NW 1/4 TH N 00-09-47 E ALONG THE W LINE OF SAID NW 1/4 339.42 FT TH N 89-54-16 E 699.33 FT TH N 00-06-48 E 990 FT TO THE POB TH CONT N 00-06-48 E 330 FT TH N 89-54-16 E 155 FT TH S 00-06-48 W 25 FT TH CONT S 00-06-48 W 305 FT TH S 89-54-16 W 130 FT TH CONT S 89-54-16 W 25 FT TO THE POB THE N AND W 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH AN INGRESS AND EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-010-002
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 2 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 339.42 FT TH N 89-54-16 E 699.33 FT TH
N 00-06-48 E 990 FT TH N 89-54-16 E 155 FT TO THE POB TH N 00-06-48 E 305 FT TH N 00-06-48 E 25
FT TH N 89-54-16 E 130 FT TH S 00-06-48 W 25 FT TH S 00-06-48 W 305 FT TH S 89-54-16 W 130 FT
TO THE POB
N 25 FT THEREOF SUBJECT TO & TOGETHER WITH AN EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-010-003
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 3 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 339.42 FT TH N 89-54-16 E 699.33 FT TH N 00-06-48 E 990 FT TH N 89-54-16 E 285 FT TO THE POB TH N 00-06-48 E 305 FT TH CONT N 00-06-48 E 25 FT TH N 89-54-16 E 130 FT TH S 00-06-48 W 25 FT TH CONT S 00-06-48 W 305 FT TH S 89-54-16 W 130 FT TO TH POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-010-004
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 4 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF THE NW 1/4 TH N 00-09-47 E ALONG THE
W LINE OF SAID NW 1/4 339.42 FT TH N 89-54-16 E 699.33 FT
TH N 00-06-48 E 990 FT TH N 89-54-16 E 415 FT AND THE POB
TH N 00-06-48 E 305 FT TH CONT N 00-06-48 E 25 FT TH
N 89-54-16 E 130 FT TH S 00-06-48 W 25 FT TH CONT
S 00-06-48 W 305 FT TH S 89-54-16 W 130 FT TO THE POB
TH N 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH AN
INGRESS EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-010-005
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 5 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF THE NW 1/4 TH N 00-09-47 E ALONG THE W
LINE OF SAID NW 1/4 FOR 339.42 FT TH N 89-54-16 E 689.33 FT
TH N 00-06-48 E 990 FT TH N 89-54-16 E 545 FT TO THE POB
TH N 00-06-48 E 305 FT TH CONT N 00-06-48 E 25 FT TH
N 89-54-16 E 129.86 FT TH S 00-06-48 W 25 FT TH CONT
S 00-06-48 W 305 FT TH S 89-54-16 W 129.86 FT TO THE POB
THE N 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH AN
INGRESS EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-010-006
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOTS 6.7 BEING MORE FULLY DESC AS FOLLOWS:
S 330 FT OF N 1322.23 FT OF W 260 FT OF E 1270 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-010-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 8 DESC AS FOLLOWS:
W 130 FT OF W 390 FT OF E 1010 FT OF S 330 FT OF N 1322 FT OF W 1/2 OF SEC 34
SUB TO ROAD ROW OVER N 25 FT

PARCEL NUMBER: 4492-010-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

BLK J LOT 9 DESC AS FOLLOWS:
E 130 FT OF W 260 FT OF W 390 FT OF E 1010 FT OF S 330 FT OF N 13222 FT OF W 1/2 OF SEC 34
SUB TO ROAD ROW EASEMENT OVER N 25 FT
Parent Parcel: 4492-010-008

PARCEL NUMBER: 4492-010-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOTS 8.9.10
THE E 130 FT OF THE FOLLOWING DESC PARCEL:
W 390 FT OF E 1010 FT OF S 330 FT OF N 1322 FT OF W 1/2
SUBJECT TO RD ROW OVER THE N 25 FT
Parent Parcel: 4492-010-008

PARCEL NUMBER: 4492-010-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 620 FT OF S 330 FT OF N 1322.11 FT OF W 1/2
SUBJECT TO RD ROW OVER N 25 FT

PARCEL NUMBER: 4492-010-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
W 155 FT OF E 490 FT OF S 330 FT OF N 1322.23 FT OF
W 1/2 OF SEC 34
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-010-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOTS 13.14 DESC AS FOLLOWS:
W 285 FT OF E 620 FT OF S 330 FT OF N 1652 FT OF W 1/2 OF SEC 34
SUB TO RAOD ROW OVER E & S 25 FT TEHEREOF.

PARCEL NUMBER: 4492-010-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 750 FT OF S 330 FT OF N 1652 FT OF THE W 1/2
SUBJECT TO ROAD ROW OVER THE S 25 FT

PARCEL NUMBER: 4492-010-016

SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 16 BEING DESC AS FOLLOWS:
W 130 FT OF E 880 FT OF S 330 FT OF N 1652 FT OF W 1/2
SUB TO EASEMENT FOR ROAD ROW ACROSS S 25 FT THEREOF

PARCEL NUMBER: 4492-010-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J E 130 FT OF LOTS 17.18.19 BEING MORE FULLY DESC AS FOLLOWS:
THE W 390 FT OF THE E 1270 FT OF THE S 330 FT OF THE N 1652 FT
OF THE W 1/2
THE S 25 FT BEING SUBJECT TO & TOGETHER WITH AN INGRESS-
EGRESS EAESMENT

PARCEL NUMBER: 4492-010-018
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 18 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 260 FT OF W 390 FT OF E 1270 FT
OF S 330 FT OF N 1652 FT OF W 1/2 OF SEC 34
SUBJECT TO RD ROW OVER S 25 FT THEREOF
Parent Parcel: 4492-010-017

PARCEL NUMBER: 4492-010-019
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 19 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF THE FOLLOWING DESC:
W 390 FT OF E 1270 FT OF S 330 FT OF N 1652 FT OF W 1/2 OF
SEC 34
SUBJECT TO RD ROW OVER S 25 FT THEREOF

PARCEL NUMBER: 4492-010-020
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J A PT OF LOT 20 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 339.42 FT TH
N 89-54-16 E 633.33 FT TH N 00-06-48 E 660 FT TH N 09-54-16 E 545 FT TO
THE POB TH N 00-06-48 E 25 FT TH N 00-06-48 E 305 FT TH N 89-54-16 E
129.56 FT TH S 00-09-47 W 305 FT TH S 00-09-47 W 25 FT TH S 89-54-16 W
129.26 FT TO THE POB

S 25 FT SUBJECT TO & TOGETHER WITH AN EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-010-021
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 21 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E
ALONG W LINE OF NW 1/4 339.42 FT TH N 89-54-16 E
699.33 FT TH N 00-06-48 E 660 FT TH N 89-54-16 E
415 FT TO POB TH N 00-06-48 E 25 FT TO CONC MON
TH N 00-06-48 E 305 FT TO CONC MNUMT TH N 89-54-16 E
130 FT TO CONC MON TH S 00-06-48 W 305 FT TO CONC MON
TH S 00-06-48 W 25 FT TH S 89-54-16 W 130 FT TO POB
S 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH
AN INGRESS & EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-010-022
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 22 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 339.42
FT TH N 89-54-16 E 699.33 FT TH N 00-06-48 E 660 FT TH
N 89-54-16 E 285 FT TO THE POB TH N 00-06-48 E 25 FT TH CONT
N 00-06-48 E 305 FT TH N 89-54-16 E 130 FT TH S 00-06-48 W 305
FT TH CONT S 00-06-48 W 25 FT TH S 89-54-16 W 130 FT TO THE
POB
S 25 FT BEING SUB TO EASEMENT FOR INGRESS/EGRESS
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-010-023
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK J LOT 23 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SW COR OF NW 1/4 TH N 00-09-47 E ALONG THE W
LINE OF SAID NW 1/4 339.42 FT TH N 89-54-16 E 699.33 FT
TH N 00-06-48 E 660 FT TH N 89-54-16 E 155 FT TO THE POB
TH N 00-06-48 E 25 FT TH CONT N 00-06-48 E 305 FT TH
N 89-54-16 E 130 FT TH S 00-06-48 W 305 FT TH CONT
S 00-06-48 W 25 FT TH S 89-54-16 W 130 FT TO THE POB
THE S 25 FT THEREOF BEING SUBJECT TO AND TOGETHER WITH AN
INGRESS EGRESS EASEMENT
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-010-024
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

BLK J LOT 24 BEING MORE FULLY DESC AS FOLLOWS:
COM SW COR OF NW 1/4 TH 00-09-47 E 339.42 FT TH N 89-54-16 E
699.33 FT TH N 00-06-48 E 660 FT TO POB TH N 00-06-48 E 25
FT TH CONT N 00-06-48 E 305 FT TH N 89-54-16 E 130 FT TH
S 00-06-48 W 305 FT TH CONT S 00-06-48 W 25 FT TH
S 89-54-16 W 130 FT TO POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-011-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE W 1/4 COR TH N 00-09-47 E 340 FT TH N 89-51-22 E
699.36 FT TH N 00-06-48 E 328.82 FT AND THE POB TH CONT
N 00-06-48 E 330 FT TH N 89-54-16 E 155 FT TH S 00-06-48 W
25 FT TH CONT S 00-06-48 W 305 FT TH S 89-54-16 W 130 FT TH
CONT S 89-54-16 W 25 FT TO THE POB
SUBJECT TO AN EASEMENT ACROSS THE N 25 FT & W 25 FT THEREOF
Parent Parcel: 4492-000-015

PARCEL NUMBER: 4492-011-002
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-011-003
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 3 BEING MORE PARTICULARLY DESC AS:
COM AT THE W 1/4 COR OF SEC 34 TH N 00-09-47 E 340 FT TH N 89-51-22 E
984.36 FT TH N 00-06-48 E 328.58 FT TO THE POB TH CONT N 00-06-48 E
305 FT TH N 00-06-48 E 25 FT TH N 89-54-16 E 130 FT TH S 00-06-48 W 25
FT TH S 00-06-48 W 305 FT TH S 89-54-16 W 130 FT TO THE POB
SUB TO INGRESS/EGRESS EASEMENT ACROSS N 25 FT THEREOF.
Parent Parcel: 4492-000-015

PARCEL NUMBER: 4492-011-004
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 4
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-015

PARCEL NUMBER: 4492-011-005
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 5 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF NW 1/4 OF SEC 34 TH N 00-09-47 E 340 FT TH
N 89-51-22 E 1244.33 FT TH N 00-06-48 E 328.08 FT TO THE POB TH
CONT N 00-06-48 E 305 FT TH CONT N 00-06-48 E 25 FT TH N 89-54-16 E
129.26 FT TH S 00-09-47 W 25 FT TH CONT S 00-09-47 W 305 FT TH
S 89-54-16 W 128.96 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-011-006
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
S 330 FT OF N 1982 FT OF W 130 FT OF E 1270 FT
OF THE W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-011-007
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 1140 FT OF S 330 FT OF N 1982 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-011-006

PARCEL NUMBER: 4492-011-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOTS 8.9 BEING MORE FULLY DESC AS FOLLOWS:
LOT 8 - W 130 FT OF THE E 1010 FT OF THE S 330 FT OF
THE N 1982 FT OF THE W 1/2 &
LOT 9 - W 130 FT OF THE E 880 FT OF THE S 330 FT OF
THE N 1982 FT OF THE W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-011-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 10 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 660 FT OF N 2312 FT OF W 130 FT OF E 750 FT OF W 1/2
TOGETHER WITH AN EASEMENT OF WAY OVER S 50 FT OF
N 2337 FT OF SAID W 1/2 OF SEC 34 & OVER S 50 FT OF

N 2336 FT OF E 1/4 OF SEC 33

PARCEL NUMBER: 4492-011-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOTS 11.12 DESC AS FOLLOWS:
W 285 FT OF E 620 FT OF S 330 FT OF N 1982 FT OF W 1/2 OF SEC 34
SUB TO ROAD ROW OVER N & E 25 FT THEREOF.

PARCEL NUMBER: 4492-011-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
W 155 FT OF E 490 FT OF S 330 FT OF N 2312.1 FT OF W 1/2
SUBJECT TO ROAD ROW OVER THE S & E 25 FT THEREOF

PARCEL NUMBER: 4492-011-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 620 FT OF S 330 FT OF N 2312.1 FT OF W 1/2
SUB TO RD ROW OVER S 25 FT THEREOF.
Parent Parcel: 4492-011-013

PARCEL NUMBER: 4492-011-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
S 330 FT OF N 2312 FT OF W 130 FT OF E 750 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-011-010

PARCEL NUMBER: 4492-011-016
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 16 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 880 FT OF S 330 FT OF N 2312 FT OF W 1/2 &
SUBJECT TO ROAD ROW OVER THE S 25 FT THEREOF

PARCEL NUMBER: 4492-011-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
S 330 FT OF N 2312 FTOF W 130 FT OF E 1010 FT OF W 1/2

SUB TO EASEMENT FOR ROAD ROW OVER S 25 FT THEREOF

PARCEL NUMBER: 4492-011-018
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 18 BEING MORE FULLY DESC AS FOLLOWS:
S 330 FT OF N 2312 FT OF W 130 FT OF E 1140 FT OF W 1/2
SUBJECT TO AN EASEMENT FOR RD ROW OVER S 25 FT THEREOF &
TOGETHER WITH AN EASEMENT OVER S 50 FT OF N 2337 FT OF W 1/2 &
OVER S 50 FT OF N 2336 FT OF E 1/4

Parent Parcel: 4492-011-018

PARCEL NUMBER: 4492-011-019
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 19 BEING MORE FULLY DESC AS FOLLOWS:
S 330 FT OF N 2312 FT OF W 130 FT OF E 1270 FT OF W 1/2

TOGETHER WITH AN EASEMENT OF WAY OVER THE S 50 FT OF N 2337 FT
OF W 1/2 AND OVER THE S 50 FT OF N 2336 FT OF E 1/4
Parent Parcel: 4492-011-018

PARCEL NUMBER: 4492-011-020
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K A PORTION OF LOT 20 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SW COR OF NW 1/4 N 00-09-47 E 340 FT N 89-51-22 E
1244.33 FT TO POB N 00-06-48 E 23.08 FT N 00-06-48 E
23.08 FT N 00-06-48 E 305 FT N 89-54-16 E 128.96 FT
S 00-09-47 W 305 FT S 00-09-47 W 22.94 FT S 89-51-22 W
128.67 FT TO POB
BEING SUBJECT TO & TOGETHER WITH AN INGRESS/EGRESS EASEMENT
FROM POB N 00-06-48 E 23.08 FT N 89-54-16 E 128.69 FT
S 00-09-47 W 22.94 FT S 89-51-22 W 128.67 FT TO POB
Parent Parcel: 4492-000-016

PARCEL NUMBER: 4492-011-021
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 21 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE W 1/4 COR TH N 00-09-47 E 340 FT TH
N 09-51-22 E 1114.36 FT TO THE POB TH N 00-06-48 E
23.47 FT TH CONT N 00-06-40 E 305 FT TH N 89-54-16 E
130 FT TH S 00-06-48 W 305 FT TH CONT S 00-06-40 W
23.36 FT TH S 89-51-22 W 130 FT TO THE POB BEING

SUBJECT TO AN INGRESS EGRESS EASEMENT DESC AS FOLLOWS:
BEG AT THE AFOREMENTIONED POB TH N 00-06-48 E 23.47 FT
TH N 89-54-16 E 130 FT TH S 00-06-40 W 23.36 FT TH
S 89-51-22 W 130 FT TO THE POB
Parent Parcel: 4492-000-015

PARCEL NUMBER: 4492-011-022
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 22 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE W 1/4 COR OF SEC 34 TH N 00-09-47 E 340 FT TH N
89-51-22 E 984.36 FT TO THE POB TH N 00-06-48 E 23.58 FT TH
CONT N 00-06-48 E 305 FT TH N 89-54-16 E 130 FT TH S 00-06-
48 W 305 FT TH CONT S 00-06-48 W 23.47 FT TH S 89-51-22 W
130 FT TO THE POB
SUBJECT TO AN INGRESS/EGRESS EASEMENT DESC AS FOLLOWS:
BEGIN AT THE AFOREMENTIONED POB TH N 00-06-48 E 23.58 FT TH
N 89-54-16 E 130 FT TH S 00-06-48 W 23.47 FT TH S 89-51-22
W 130 FT TO THE POB
Parent Parcel: 4492-000-015

PARCEL NUMBER: 4492-011-023
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK K LOT 23 BEING MORE FULLY DESC AS FOLLOWS:
COM AT W 1/4 COR TH N 00-09-47 E 340 FT TH
N 89-51-22 E 854.36 FT TO POB TH N 00-06-48 E
23.69 FT TH N 00-06-48 E 305 FT TH N 89-54-16 E
130 FT TH S 00-06-48 W 305 FT TH S 00-06-48 W
23.58 FT TH S 89-51-22 W 130 FT TO POB
SUBJECT TO AN INGRESS-EGRESS EASEMENT : BEG AT AFOREMENTIONED
POB TH N 00-06-48 E 23.69 FT TH N 89-54-16 E 130 FT
TH S 00-06-48 W 23.58 FT TH S 89-51-22 W 130 FT TO POB
Parent Parcel: 4492-000-015

PARCEL NUMBER: 4492-011-024
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BKK K LOT 24 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE W 1/4 COR TH N 00-09-47 E 340 FT TH N 89-51-22 E
699.36 FT TO THE POB TH N 00-06-48 E 328.82 FT TH
N 89-54-16 E 25 FT TH CONT N 89-54-16 E 130 FT TH
S 00-06-48 W 305 FT TH CONT S 00-06-48 W 25 FT TH
S 89-51-22 W 155 FT TO THE POB
BEING SUBJECT TO AN EASEMENT DESC AS FOLLOWS:
BEG AT THE AFOREMENTIONED POB TH N 00-06-48 E 328.82 FT TH
N 89-54-16 E 25 FT TH S 00-06-48 W 305 FT TH N 89-54-16 E

130 FT TH S 00-06-48 W 23.69 FT TH S 89-51-22 W 155 FT TO
THE POB
Parent Parcel: 4492-011-001

PARCEL NUMBER: 4492-012-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOTS 1.2 DESC AS FOLLOWS:
E 360 FT OF N 405.53 FT OF W 1/2 OF SEC 34
EASEMENT FOR ROAD ROW OVER W 25 FT

PARCEL NUMBER: 4492-012-003
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 3 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF W 1/4 OF SEC 34 TH S 00-06-48 W
270.53 FT TO THE POB TH S 00-06-48 W 135 FT TH S 89-54-16 W
335 FT TH N 00-06-48 E 135 FT TH N 89-54-16 E 335 FT TO POB
SUB TO ROAD ROW OVER W 25 FT THEREOF

PARCEL NUMBER: 4492-012-004
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 4 BEING MORE FULLY DESC AS FOLLOWS:
E 335 FT OF S 135 FT OF N 540.53 FT OF W 1/2 OF SEC 34
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-012-005
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOTS 5.6 BEING MORE FULLY DESC AS FOLLOWS:
S 270 FT OF N 810.27 FT OF E 335 FT OF W1/2 OF SEC
SUBJECT TO AN EASEMENT FOR ROW OVER THE WEST 25 FT

PARCEL NUMBER: 4492-012-007
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
S 673 FT OF N 1482.27 OF E 335 FT OF W 1/2 OF SEC
EXC S 538 FT THEREOF
SUB TO EASEMENT FOR ROAD ROW OVER W 25 FT THEREOF
Parent Parcel: 4492-012-005

PARCEL NUMBER: 4492-012-008
SEC 34 TWP 17 RGE 22

PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 8 BEING MORE FULLY DESC AS FOLLOWS:
S 135 FT OF N 1079.27 FT OF E 335 FT OF W 1/2
SUB TO EASEMENT FOR ROAD ROW OVER W 25 FT
Parent Parcel: 4492-012-007

PARCEL NUMBER: 4492-012-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 9 BEING DESC AS FOLLOWS:
S 135 FT OF N 1215.53 FT OF E 335 FT OF W 1/2

SUBJECT TO AN EASEMENT FOR RD ROW OVER THE W 25 FT
Parent Parcel: 4492-012-007

PARCEL NUMBER: 4492-012-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 10 BEING MORE FULLY DESC AS FOLLOWS:
S 134 FT OF N 1349.27 FT OF E 335 FT OF W 1/2
SUBJECT TO AN EASEMENT OVER THE W 25 FT THEREOF FOR RD ROW
Parent Parcel: 4492-012-009

PARCEL NUMBER: 4492-012-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
S 134 FT OF N 1483.27 FT OF E 335 FT OF W 1/2
SUBJECT TO AN EASEMENT OVER THE W 25 FT THEREOF FOR RD ROW
Parent Parcel: 4492-012-010

PARCEL NUMBER: 4492-012-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
N 134 FT OF S 3819 FT OF E 335 FT OF W 1/2
SUBJECT TO ROAD ROW OVER THE W 25 FT THEREOF

PARCEL NUMBER: 4492-012-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
S 134 FT OF N 1751.4 FT OF E 335 FT OF W 1/2

SUBJECT TO ROAD ROW OVER THE W 25 FT THEREOF
Parent Parcel: 4492-012-012

PARCEL NUMBER: 4492-012-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
S 134 FT OF N 1885.4 FT OF E 335 FT OF W 1/2
SUBJECT TO ROAD ROW OVER THE W 25 FT THEREOF
Parent Parcel: 4492-012-012

PARCEL NUMBER: 4492-012-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
S 134 FT OF N 2019.53 FT OF E 335 FT OF W 1/2
SUBJECT TO ROAD ROW OVER THE W 25 FT THEREOF &
BLK L LOT 16 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF W 1/2 OF 34-17-22 TH S 0-06-48 W 2019.53 FT
FOR POB TH S 0-06-48 W 134 FT TH S 89-54-16 W 335 FT TH
N 0-06-48 E 134 FT TH N 89-54-16 E 335 FT TO POB
SUBJECT TO ROAD ROW OVER THE W 25 FT THEREOF

PARCEL NUMBER: 4492-012-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK L LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
S 159 FT OF N 2306.27 FT OF E 335 FT OF NW 1/4
SUB TO EASEMENT FOR ROAD ROW OVER W & S 25 FT THEREOF.

PARCEL NUMBER: 4492-013-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
N 155 FT OF S 2990 FT OF E 335 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-013-002
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 2 BEING MORE FULLY DESC AS FOLLOWS:
N 135 FT OF S 2835 FT OF E 310 FT OF W 1/2 OF SEC 34
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-013-003

SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 3 BEING MORE FULLY DESC AS FOLLOWS:
N 135 FT OF S 2700 FT OF E 310 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-013-002

PARCEL NUMBER: 4492-013-004
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 4 BEING MORE DESC AS FOLLOWS:
N 135 FT OF S 2565 FT OF E 310 FT OF W 1/2 &
BLK M LOT 5 BEING MORE DESC AS FOLLOWS:
N 135 FT OF S 2430 FT OF E 310 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-013-002

PARCEL NUMBER: 4492-013-007
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
N 135 FT OF S 2160 FT OF E 310 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-013-002

PARCEL NUMBER: 4492-013-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOTS 9.10.11.12
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-013-002

PARCEL NUMBER: 4492-013-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
N 135 FT OF S 1350 FT OF E 310 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-013-002

PARCEL NUMBER: 4492-013-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 14 BEING MORE FULLY DESC AS FOLLOWS:

N 135 FT OF S 1215 FT OF E 310 FT OF W 1/2 OF SEC 34

PARCEL NUMBER: 4492-013-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
N 135 FT OF S 1080 FT OF E 335 FT OF SW 1/4
SUB TO ROAD ROW OVER W 25 FT THEREOF

PARCEL NUMBER: 4492-013-016
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 16 DESC AS FOLLOWS:
N 135 FT OF E 335 FT OF N 270 FT OF S 945 FT OF SW 1/4 OF SEC 34
SUB TO RAOD ROW OVER W 25 FT THEREOF.

PARCEL NUMBER: 4492-013-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 17 DESC AS FOLLOWS:
S 135 FT OF E 335 FT OF N 270 FT OF S 945 FT OF SW 1/4 OF SEC 34
SUB TO ROAD ROW OVER W 25 FT THEREOF.

PARCEL NUMBER: 4492-013-018
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 18 BEING MORE FULLY DESC AS FOLLOWS:
N 135 FT OF S 675 FT OF E 335 FT OF SW 1/4 OF SEC 34
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-001

PARCEL NUMBER: 4492-013-019SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 19 BEING DESC AS FOLLOWS:
S 135 FT OF N 270 FT OF S 675 FT OF E 335 FT OF SW 1/4

SUBJECT TO EASEMENT OVER W 25 FT FOR RD ROW
Parent Parcel: 4492-000-001

PARCEL NUMBER: 4492-013-020
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 20 BEING MORE FULLY DESC AS FOLLOWS:

E 310 FT OF N 135 FT OF S 405 FT OF W ½

PARCEL NUMBER: 4492-013-021
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK M LOT 21 BEING MORE FULLY DESC AS FOLLOWS:
S 270 FT OF E 335 FT OF SW 1/4 EXC E 335 FT OF S 135 FT
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-001

PARCEL NUMBER: 4492-014-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOTS 1.2.3 BEING MORE FULLY DESC AS FOLLOWS:
N 415 FT OF S 2990 FT OF W 330 FT OF E 995 FT OF SW 1/4
SUB TO EASEMENT FOR ROW

PARCEL NUMBER: 4492-014-004
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 4 BEING MORE FULLY DESC AS FOLLOWS:
THE N 130 FT OF S 2445 FT OF W 305 FT OF E 970 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-014-005
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 5 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 2315 FT OF W 305 FT OF E 970 FT
OF W 1/2 OF SEC 34
Parent Parcel: 4492-014-004

PARCEL NUMBER: 4492-014-006
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 2185 FT OF W 305 FT OF E 970 FT OF W 1/2
Parent Parcel: 4492-014-004

PARCEL NUMBER: 4492-014-007
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 2185 FT OF W 330 FT OF E 995 FT OF W 1/2

SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-014-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOTS 8.9 BEING MORE FULLY DESC AS FOLLOWS:
N 260 FT OF S 2055 FT OF W 330 FT OF E 995 FT OF SW 1/4
SUB TO ROAD ROW OVER W 25 FT THEREOF

PARCEL NUMBER: 4492-014-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 10 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 1795 FT OF W 305 FT OF E 970 FT OF
W 1/2 OF SEC 34

PARCEL NUMBER: 4492-014-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 1665 FT OF W 305 FT OF E 970 FT OF W ½

PARCEL NUMBER: 4492-014-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOTS 12.13
BEING MORE PARTICULARLY DESC AS FOLLOWS:
N 260 FT OF S 1535 FT OF W 330 FT OF E 995 FT OF SW 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-014-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 14.15 BEING MORE FULLY DESC AS FOLLOWS:
N 285 FT OF S 1275 FT OF W 330 FT OF E 985 FT OF SW 1/4
SUB TO EASEMENT FOR ROAD ROW OVER W 25 FT & S 25 FT THEREOF

PARCEL NUMBER: 4492-014-016
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOTS 16 DESC AS FOLLOWS:
N 285 FT OF S 1275 FT OF W 330 FT OF E 665 FT OF SW 1/4 OF SEC 34 AKA LOTS 16.17
BLK N
EXCEPT LOT 17

SUB TO EASEMENT FOR ROAD ROW OVER E & S 25 FT THEREOF.

PARCEL NUMBER: 4492-014-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 17 DESC AS FOLLOWS:
N 285 FT OF S 1275 FT OF W 330 FT OF E 665 FT OF SW 1/4 OF SEC 34 AKA LOTS 16.17 BLK N
EXCEPT LOT 16
SUB TO EASEMENT FOR ROAD ROW OVER E 25 FT THEREOF.
Parent Parcel: 4492-014-016

PARCEL NUMBER: 4492-014-018
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOTS 18.19 BEING MORE FULLY DESC AS FOLLOWS:
N 260 FT OF S 1535 FT OF W 330 FT OF E 665 FT OF SW 1/4
SUB TO EASEMENT FOR ROAD ROW OVER E 25 FT THEREOF

PARCEL NUMBER: 4492-014-020
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 20 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 1665 FT OF W 330 FT OF E 665 FT OF SW 1/4
SUB TO EASEMENT OF RECORD.

PARCEL NUMBER: 4492-014-021SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 21 BEING DESC AS FOLLOWS:
N 130 FT OF S 1795 FT OF W 330 FT OF E 665 FT OF SW 1/4
SUB TO EASEMENT FOR ROAD ROW OVER E 25 FT

PARCEL NUMBER: 4492-014-022
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOTS 22.23 BEING MORE FULLY DESC AS FOLLOWS:
W 330 FT OF E 665 FT OF N 260 FT OF S 2055 FT OF SW 1/4
SUB TO ROAD ROW EASEMENT OVER E 25 FT

PARCEL NUMBER: 4492-014-024
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 24 BEING MORE FULLY DESCRIBED AS:
S 130 FT OF N 650 FT OF S 2705 FT OF W 330 FT OF E 665 FT OF SW 1/4

SUB TO EASEMENT FOR ROAD ROW OVER E 25 FT THEREOF

PARCEL NUMBER: 4492-014-025
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 244
SILVER SPRINGS ACRES
BLK N LOT 25 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 2315 FT TH W 330 FT TH E 665 FT OF SW 1/4
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-014-024

PARCEL NUMBER: 4492-014-026
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 26 BEING DESC AS FOLLOWS:
N 130 FT OF S 2445 FT OF W 330 FT OF E 665 FT OF SW 1/4
SUBJECT TO ROAD ROW OVER THE E 25 FT THEREOF
Parent Parcel: 4492-014-024

PARCEL NUMBER: 4492-014-027
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 27 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 2575 FT OF W 330 FT OF E 665 FT OF SW 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-014-028
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 28 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 2705 FT OF W 330 FT OF E 665 FT OF SW 1/4 OF SEC 34
SUB TO EASEMENT FOR ROAD ROW ALG E 25 FT
Parent Parcel: 4492-014-024

PARCEL NUMBER: 4492-014-029
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK N LOT 29 BEING MORE FULLY DESC AS FOLLOWS:
S 130 FT OF THE N 260 FT OF S 2965 FT OF W 305 FT OF
E 665 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-014-030
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

BLK N LOT 30 BEING MORE FULLY DESC AS FOLLOWS:
N 130 OF THE S 2965 FT OF THE W 305 FT OF E 665 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-015-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOTS 1.2
SUB TO EASEMENT FOR ROAD ROW OVER N & W 25 FT

PARCEL NUMBER: 4492-015-003
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 3 DESC AS FOLLOWS:
N 130 FT OF S 2705 FT OF W 305 FT OF E 1630 FT OF W 1/2 OF SEC 34
SUB TO EASEMENT OF RECORD.

PARCEL NUMBER: 4492-015-004
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOTS 4.5 BEING MORE FULLY DESC AS FOLLOWS:
LOT 4 - N 130 FT OF S 2575 FT OF W 305 FT OF E 1630 FT OF W 1/2 &
LOT 5 - N 130 FT OF S 2445 FT OF W 305 FT OF E 1630 FT OF W ½

PARCEL NUMBER: 4492-015-006
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 2315 FT OF W 330 FT OF E 1655 FT OF SW 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-015-007
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 7
N 130 FT OF S 2185 FT OF W 330 FT OF E 1655 FT OF SW 1/4
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-015-006

PARCEL NUMBER: 4492-015-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 8 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 2055 FT OF W 305 FT OF E 1630 FT OF W ½

PARCEL NUMBER: 4492-015-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
N 130 FT OF S 1925 FT OF W 330 FT OF E 1655 FT OF W 1/2
SUB TO EASEMENT FOR ROAD ROW OVER W 25 FT

PARCEL NUMBER: 4492-015-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOTS 10 BEING DESC AS FOLLOWS:
N 130 FT OF S 1795 FT OF W 305 FT OF E 1630 FT OF THE W ½

PARCEL NUMBER: 4492-015-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 11 BEING DESC AS FOLLOWS:
N 130 FT OF S 1665 FT OF W 305 FT OF E 1630 FT OF THE W 1/2
Parent Parcel: 4492-015-010

PARCEL NUMBER: 4492-015-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 12 DESC AS FOLLOWS:
N 130 FT OF S 1535 FT OF W 305 FT OF E 1630 FT OF W 1/2 OF SEC 34
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-015-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 1405 FT OF W 305 FT OF E 1630 FT OF W 1/2 &
BLK O LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 1275 FT OF W 305 FT OF E 1630 FT OF W 1/2
EXC S 1/2 OF LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
S 65 FT OF N 130 FT OF S 1275 FT OF W 305 FT OF E 1630 FT
OF W ½

PARCEL NUMBER: 4492-015-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 15 BEING DESC AS FOLLOWS:
N 130 FT OF S 1145 FT OF W 305 FT OF E 1630 FT OF W 1/2 &
BLK O S 1/2 OF LOT 14 BEING DESC AS FOLLOWS:

S 65 FT OF N 130 FT OF S 1275 FT OF W 305 FT OF E 1630 FT OF W 1/2
Parent Parcel: 4492-015-014

PARCEL NUMBER: 4492-015-016
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 16 BEING MORE FULLY DESC AS FOLLOWS:
W 305 FT OF E 1325 FT OF N 130 FT OF S 1145 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-015-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK 0 LOT17 BEING MORE FULLY DESC AS FOLLOWS:
W 305 FT OF E 1325 FT OF N 130 FT OF S 1275 FT OF W ½

PARCEL NUMBER: 4492-015-018
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOTS 18.19 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 1405 FT OF W 305 FT OF E 1325 FT OF W 1/2 &
N 130 FT OF S 1535 FT OF W 305 FT OF E 1325 FT OF W ½

PARCEL NUMBER: 4492-015-020
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOTS 20.21 BEING MORE FULLY DESC AS FOLLOWS:
LOT 20 - TH N 130 FT OF THE S 1665 FT OF THE W 305 FT OF
THE E 1325 FT OF THE W 1/2 OF SEC 34 &
LOT 21 - THE N 130 FT OF THE S 1795 FT OF THE W 305 FT OF
THE E 1325 FT OF THE W 1/2 OF SEC 34
Parent Parcel: 4492-015-010

PARCEL NUMBER: 4492-015-022
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 22 BEING MORE FULLY DESC AS FOLLOWS:
COM AT 1/4 COR OF E BDY OF SEC 33 N 00-09-18 E 314.42 FT
N 89-54-16 E 1649.27 FT S 00-06-48 W 1040 FT TO POB TH
S 00-06-48 W 130 FT S 89-54-16 W 330 FT N 00-06-48 E 130 FT
N 89-54-16 E 330 FT TO THE POB THE E 25 FT OF THE ABOVE
DESC TO BE USED FOR ROAD AS DESC IN OR BK 372-333

PARCEL NUMBER: 4492-015-023
SEC 34 TWP 17 RGE 22

PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 23 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SW COR N 00-09-18 E ALONG W BDY LINE 1015 FT
TH N 89-54-16 E 1650.73 FT TH N 00-06-48 E 910 FT FOR POB
TH S 89-54-16 W 330 FT TH N 00-06-42 E 130 FT TH
N 89-54-16 E 330 FT TH S 00-06-48 W 130 FT TO POB
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-015-024
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 24 BEING MORE FULLY DESC AS FOLLOWS:
S 130 FT OF THE N 650 FT OF THE S 2805 FT OF THE W 330 FT
OF THE E 1325 FT OF THE SW 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-015-025
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 25 BEING MORE FULLY DESC AS FOLLOWS:
N 520 FT OF THE S 2805 FT OF THE W 330 FT OF THE E
1325 FT OF THE SW 1/4
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-015-024

PARCEL NUMBER: 4492-015-026
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 26 BEING MOER FULLY DESC AS FOLLOWS:
N 130 FT OF S 2445 FT OF W 330 FT OF E 1325 FT OF SW 1/4
SUBJECT TO THAT PART BEING USED FOR ROAD OVER THE E 25 FT
Parent Parcel: 4492-015-

PARCEL NUMBER: 4492-015-027
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOTS 27.28
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-015-029
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 29 BEING MOER FULLY DESC AS FOLLOWS:
THE N 130 FT OF THE S 2835 FT OF THE W 330 FT OF THE E 1325 FT

OF THE W 1/2 OF SEC 34
EXC THE E 25 FT FOR RD ROW
Parent Parcel: 4492-015-001

PARCEL NUMBER: 4492-015-030
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK O LOT 30
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-015-001

PARCEL NUMBER: 4492-016-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
N 155 FT OF S 2990 FT OF W 330 FT OF E 2315 FT OF W 1/2 OF SEC
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-016-002
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 2 BEING MORE FULLY DESC AS FOLLOWS: S 130 FT OF
S 130 FT OF N 285 FT OF S 2990 FT OF W 330 FT OF E 2315 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-016-001

PARCEL NUMBER: 4492-016-003
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 3 BEING MORE FULLY DESC AS FOLLOWS:
S 54.42 FT OF E 330 FT OF W 659.5 FT OF NW1/4 &
N 75.58 FT OF E 330 FT OF W 659.5 FT OF SW1/4
SUB TO ROAD ROW EASEMENT OVER W 25 FT

PARCEL NUMBER: 4492-016-004
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 4 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 260 FT OF N 335.58 FT OF E 330 FT OF W 660 FT
OF SW 1/4 OF SEC 34
SUBJECT TO RD ROW OVER W 25 FT

PARCEL NUMBER: 4492-016-005
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224

SILVER SPRINGS ACRES
BLK P LOT 5 BEING MORE FULLY DESC AS FOLLOWS:
S 260 FT OF N 335.58 FT OF E 330 FT OF W 660 FT OF SW 1/4
EXC N 130 FT
SUB TO EASEMENT ALG W 25 FT FOR ROAD ROW
Parent Parcel: 4492-016-004

PARCEL NUMBER: 4492-016-006
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
N 1/2 OF E 330 FT OF W 660 FT OF N 285 FT OF S 2315 FT OF SW 1/4
SUB TO EASEMENT FOR ROAD ROW OVER W 25 FT

PARCEL NUMBER: 4492-016-007
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
THE E 330 FT OF W 660 FT OF N 155 FT OF S 2185 FT OF SW 1/4
SUBJECT TO ROAD ROW OVER THE W 25 FT & S 25 FT THEREOF
Parent Parcel: 4492-016-006

PARCEL NUMBER: 4492-016-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 8 BEING MORE FULLY DESC AS FOLLOWS:
N 155 FT OF S 2185 FT OF E 330 FT OF W 990 FT
SUBJECT TO ROAD ROW OVER THE E AND S 25 FT THEREOF

PARCEL NUMBER: 4492-016-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 9 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 2315 FT OF E 330 FT OF W 990 FT
SUBJECT TO RD ROW OVER THE E 25 FT THEREOF
Parent Parcel: 4492-016-008

PARCEL NUMBER: 4492-016-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 10 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 2445 FT OF E 330 FT OF W 990 FT
SUBJECT TO ROAD ROW OVER THE E 25 FT THEREOF
Parent Parcel: 4492-016-008

PARCEL NUMBER: 4492-016-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF NE 1/4 OF SEC 33 TH N 00-09-18 E
314.42 FT TH N 89-54-16 E 964.27 FT TH S 00-06-48 W 390 FT
TO THE POB TH CONT S 00-06-48 W 130 FT TH S 89-54-16 W
305 FT TH N 00-06-48 E 130 FT TH N 89-54-16 E 305 FT
TO THE POB
Parent Parcel: 4492-016-008

PARCEL NUMBER: 4492-016-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
N 130 FT OF S 675 FT OF N 675 FT OF S 2705 FT OF W 330 FT OF E 1985 FT OF SW 1/4
SUB TO ROAD ROW EASEMENT OVER E 25 FT
Parent Parcel: 4492-016-008

PARCEL NUMBER: 4492-016-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
S 130 FT OF N 285 FT OF S 2990 FT OF
W 330 FT OF E 1985 FT OF W 1/2
SUB TO ROAD ROW EASEMENT OVER E 25 FT

PARCEL NUMBER: 4492-016-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK P LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
N 155 FT OF S 2990 FT OF W 330 FT OF E 1985 FT
OF W 1/2 SUBJECT TO ROW OVER N & E 25 FT FOR 1/2
OF RD EXC E 10 FT THEREOF
Parent Parcel: 4492-016-013

PARCEL NUMBER: 4492-017-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 1320 FT OF W 1/2 OF SECTION 34 EX E 2490 FT &
SUBJECT TO ROW OVER S 25 FT & W 25 FT

PARCEL NUMBER: 4492-017-002
SEC 34 TWP 17 RGE 22

PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 2 BEING MORE FULLY DESC AS FOLLOWS:
E 135 FT OF W 290.73 FT OF N 330 FT OF SW 1/4 OF SW 1/4
SUBJECT TO ROAD ROW OVER S 25 FT THEREOF

PARCEL NUMBER: 4492-017-003
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 3 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 1320 FT OF W 135 FT OF E 2355 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-017-004
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 4 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 1320 FT OF W 135 FT OF E 2220 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-017-003

PARCEL NUMBER: 4492-017-005
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 5 BEING MORE FULLY DESC AS FOLLOWS:
W 135 FT OF E 270 FT OF W 830.73 FT OF N 330 FT OF SW 1/4
OF SW 1/4 OF SEC 34
SUBJECT TO ROAD ROW OVER S 25 FT THEREOF

PARCEL NUMBER: 4492-017-006
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
E 135 FT OF W 830.73 FT OF N 330 FT OF SW 1/4 OF SW 1/4
SUBJECT TO ROAD ROW OVER S 25 FT THEREOF
Parent Parcel: 4492-017-005

PARCEL NUMBER: 4492-017-007
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
E 160 FT OF W 965.73 FT OF N 330 FT OF S 1320 FT
SUBJECT TO ROAD ROW OVER THE E AND S 25 FT THEREOF

PARCEL NUMBER: 4492-017-008

SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 8 BEING MORE FULLY DESC AS FOLLOWS:
COM AT A POINT ON THE W BDY N 1320 FT FROM THE SW COR
THEREOF TH E 560.73 FT TO THE POB TH CONT E 430 FT TH
N 00-06-48 E 75 FT TH W 430 FT TH S 75 FT TO THE POB
SUB TO EASEMENT FOR ROAD ROW OVER E 25 FT

PARCEL NUMBER: 4492-017-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 9 BEING MORE FULLY DESC AS FOLLOWS:
COM 965.73 FT E & 175 FT N OF SW COR OF NW 1/4 OF SW 1/4
TH S 100 FT TH W 150 FT MOL TO WATERS OF LAKE HIAWATHA
TH NLY ALONG WATERS TH N 78-00-00 E TO POB
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-017-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 10 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SW COR OF NW 1/4 OF SW 1/4 E 965.73 FT N 300 FT
TO POB OF LAND CONVEYED FROM SAID POB S 130 FT S
S 78-00 W 125 FT MOL TO WATERS OF LAKE HIAWATHA NLY ALONG
AND WITH WATERS TO A POINT LYING S 59-00-00 W FROM POB
N 59-00-00 E TO POB AND FOLLOWING LANDS WHICH ARE SUBJECT
TO RD R/W BEG AT POB OF LANDS DES E 25 FT S 130 FT W 25
NO 130 FT TO POB

PARCEL NUMBER: 4492-017-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
BEG AT A PT 300 FT N & 992.70 FT E OF THE NW COR OF SW 1/4 OF SW 1/4 OF
SEC 34 TH N 00-06-48 E 125 FT TH S 49-53-12 W 220 FT MOL TO THE WATERS OF
LAKE HIAWATHA TH SELY ALONG THE WATERS EDGE TO A PT WHICH IS
S 59 W FROM THE POB TH N 59 E TO THE POB
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-017-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF W 1/2 OF SEC 34 TH S 89-54-16 W 1680 FT TH N 00-06-48 E
1750 FT TO THE POB TH S 49-53-12 W 220 FT TH S 80-40-35 W 240.28 FT TH

N 64-10-06 E 229.32 FT TH N 43-23-12 E 290 FT TH S 00-06-48 W 130 FT TO THE POB &
BLK Q LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF W 1/2 OF SEC 34 TH S 89-54-16 W 1680 FT TH N 00-06-48 E
1880 FT TO THE POB TH S 43-23-12 W 290 FT TH S 64-10-06 W 229.32 FT TH
N 44-59-38 E 205.62 FT TH N 41-54-16 E 390 FT TH S 00-06-48 W 125 FT TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-017-011

PARCEL NUMBER: 4492-017-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR OF THE W 1/2 OF SEC 34 TH S 89-54-16 W 16870 FT TH
N 00-06-48 E 2005 FT TH S 89-54-16 W 125.02 FT TO THE POB TH CONT
N 89-54-16 E 125.02 FT TH S 41-54-16 W 390 FT MOL TO THE WATERS OF
LAKE HIAWATHA TH NWLY ALONG WATERS EDGE 77 FT MOL TO A PT THAT
IS S 38-41-46 W FROM THE POB TH N 38-41-46 E 323.74 FT MOL TO THE POB
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-017-011

PARCEL NUMBER: 4492-017-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOTS 15.16 &
BLK Q LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
BEG AT NW COR OF S 2030 FT OF SW 1/4 FROM THE POB TH
N 89-54-16 E ALONG N BDY OF THE S 2030 FT OF SAID SW 1/4
435.19 FT TO THE POB TH CONT ALONG N BDY N 89-54-16 E
161.55 FT TH DEPARTING SAID N BDY S 25-19-29 W 306. FT
MORE OR LESS TO THE WATERS EDGE OF HIAWATHA LAKE TH
WLY ALONG SAND WITH THE WATERS OF SAID LAKE 31 FT
MORE OR LESS TO A POINT THAT IS S 00-06-42 E FROM THE
POB TH N 00-06-42 W 190 FT TO THE POB
SUBJECT TO THE RIGHTS OF THE PUBLIC OVER N 25 FT
Parent Parcel: 4492-017-011

PARCEL NUMBER: 4492-017-018
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 18 BEING MORE FULLY DESC AS FOLLOWS:
BEGIN AT THE NW COR OF THE S 2030 FT OF THE SW 1/4 OF
SEC 34 TH N 89-54-16 E 274.57 FT TO THE POB TH CONT
N 89-54-16 E 160.62 FT TH S 00-06-42 E 271 FT MOL TO THE
WATERS EDGE OF HIAWATHA LAKE TH WLY ALONG WATERS EDGE
TO A PT THAT IS S 23-00-00 E FROM THE POB TH N 23-00-00 W
TO THE POB &
BLK Q LOT 19 BEING MORE FULLY DESC AS FOLLOWS:

COM AT THE NW COR OF THE S 2030 FT OF SW 1/4 OF SEC 34 TH
N 89-54-16 E 137.61 FT TO THE POB TH CONT N 89-54-16 E
136.96 FT TH S 23-00-00 E 294 FT MOL TO THE WATERS EDGE OF
HIAWATHA LAKE TH SWLY ALONG WATERS EDGE TO A PT THAT IS
S 35-00-00 E FROM THE POB TH N 35-00-00 W TO THE POB
SUB TO ROW EASEMENT OVER N 25 FT THEREOF

PARCEL NUMBER: 4492-017-020
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOTS 20.21.22
SUB TO ROAD ROW EASEMENT OVER N & W 25 FT THEREOF.
Parent Parcel: 4492-017-018

PARCEL NUMBER: 4492-017-023
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 23 BEING MORE FULLY DESC AS FOLLOWS:
COM AT A PT 25 FT E AND 410 FT NO OF SW COR OF
NW 1/4 OF SW 1/4 SO 120 FT S 72-30-00 E 110 FT MOL TO
WATERS OF LAKE HIAWATHA NLY ALONG AND WITH SAID WATERS TO
A PT WHICH IS S 56-00-00 E FROM POB N 56-00-00 W TO POB TOG
WITH FOLLOWING DESC LANDS SUBJECT TO RD R/W N 120 FT OF S 410
FT OF W 25 FT OF NW 1/4 OF SW ¼

PARCEL NUMBER: 4492-017-024
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK Q LOT 24 BEING MORE PARTICULARLY DESC AS:
COM AT NE COR OF SE 1/4 OF SE 1/4 OF SEC 33 TH S 89-54-33 W 25 FT
TH S 00-09-18 W 310.30 FT TH N 89-54-16 E 50 FT TH N 00-09-18 E
515 FT TO THE POB TH CONT N 00-09-18 E 80 FT TH S 72-30-00 E 110
FT MOL TO THE WATERS OF HIAWATHA LAKE TH SLY ALONG THE
WATERS OF SAID LAKE TO A PT THAT IS S 79-00-00 E OF THE POB TH
N 79-00-00 W 120 FT MOL TO SAID POB
SUB TO ROAD ROW EASEMENT OVER W 25 FT

PARCEL NUMBER: 4492-017-025SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 225
SILVER SPRINGS ACRES
BLK Q A PT OF LOTS 25.26 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF SE 34 TH N 00-09-18 E 1319.76 FT TH N 89-43-40 E
155.11 FT TH N 89-51-47 E 19.89 FT TO THE POB TH CONT N 89-51-47 E
115.56 FT TH N 89-48-41 E 134.70 FT TH N 89-49-44 E 134.93 FT TH
N 00-01-49 W 129.64 FT TH CONT N 00-01-49 W 57.21 FT TH S 89-49-18 W
385.08 FT TH S 00-00-15 W 185.21 FT TO THE POB

PARCEL NUMBER: 4492-017-026
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 225
SILVER SPRINGS ACRES
BLK Q A PT OF LOTS 25.26 BEING MORE PARTICULARLY DESC AS:
COM AT THE SW COR OF SE 34 TH N 00-09-18 E 1319.76 FT TH N 89-43-40 E 25 FT TO THE POB TH CONT N 89-43-40 E 130.11 FT TH N 89-51-47 E 19.89 FT TH N 00-00-15 E 186.21 FT TH S 89-44-18 W 31.60 FT TH N 78-59-13 W 120 FT TH S 00-26-23 W 79.95 FT TH S 00-00-15 W 129.71 FT TO THE POB

PARCEL NUMBER: 4492-018-001
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOT 1 BEING MORE FULLY DESCRIBED AS FOLLOWS:
S 1/2 OF E 5/8 OF SE 1/4 EXC THE E 1499 FT &
EXC THE S 990 FT THEREOF SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE S AND W 25 FT THEREOF &

PARCEL NUMBER: 4492-018-002
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOT 2 BEING MORE FULLY DESC AS FOLLOWS:
THE W 134 FT OF E 1499 FT OF S 1/2 OF SE 1/4 EXC THE S 990 FT THEREOF SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE S 25 FT THEREOF
Parent Parcel: 4492-018-001

PARCEL NUMBER: 4492-018-003
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOT 3 BEING MORE FULLY DESC AS FOLLOWS:
THE W 134 FT OF E 1365 FT OF S 1/2 OF SE 1/4 EXC THE S 990 FT THEREOF SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE S 25 FT THEREOF
Parent Parcel: 4492-018-001

PARCEL NUMBER: 4492-018-004
ADVERSE POSSESSION CLAIM SUBMITTED
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOTS 4.5 BEING MORE FULLY DESC AS FOLLOWS:
N 335.8 FT OF W 268 FT OF E 1231 FT OF SE1/4 OF SE 1/4
SUB TO EASEMENT FOR ROAD ROW OVER S 25 FT THEREOF

PARCEL NUMBER: 4492-018-006
SEC 33 TWP 17 RGE 22

PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
W 134 FT OF E 963 FT OF N 335 FT OF S 1/2 OF SE 1/4
SUB TO EASEMENT FOR ROAD ROW OVER S 25 FT

PARCEL NUMBER: 4492-018-007
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
W 134 FT OF E 829 FT OF N 335.56 FT OF S 1/2 OF SE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-018-008
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOT 8 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF SE 1/4 OF SE 1/4 W 561.00 FT FOR POB
W 134.00 FT S 335.61 FT E 134 FT N 335.55 FT TO POB
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-018-009
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOT 8 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF SE 1/4 OF SE 1/4 W 561.00 FT FOR POB
W 134.00 FT S 335.61 FT E 134 FT N 335.55 FT TO POB
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-018-010
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOT 10 BEING MORE PARTICULARLY DESC AS:
COM AT THE NE COR OF SE 1/4 OF SE 1/4 OF SEC 33 TH S 89-54-33 W 293.00 FT TO THE POB TH CONT
S 89-54-33 W 134.00 FT TH S 00-09-18 W 335.49 FT TH N 89-52-59 E 134.00 FT TH N 00-09-18 E
335.43 FT TO THE POB
SUB TO EASEMENT OVER S 25 FT FOR ROAD
Parent Parcel: 4492-018-008

PARCEL NUMBER: 4492-018-011
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOT 11 DESC AS FOLLOWS:

TH E 293 FT OF TH N 335 FT OF TH S 1/2 OF SE 1/4 OF SEC 33
EXC TH W 159 FT OF TH E 293 FT OF TH N 353.30 FT OF
TH S 1/2 OF TH SE 1/4 OF SEC 33
S 25 FT SUB TO EASEMENT FOR ROAD ROW

PARCEL NUMBER: 4492-018-012
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK R LOT 12 BEING MORE FULLY DESC AS FOLLOWS;
W 159 FT OF E 293 FT OF N 335.30 FT OF S 1/2 OF SE 1/4
SUB TO EASEMENT FOR ROW ALG E 25 FT & S 25 FT
Parent Parcel: 4492-018-011

PARCEL NUMBER: 4492-019-009
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U PART LOT 9 & PART LOT 10 BEING MORE FULLY DESC AS FOLLOWS:
COM AT SE COR OF W 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4 TH
S 336.08 FT TH E 110.64 FT TO POB TH E 110.63 FT TH S 330 FT
TH W 110.63 FT TH N 330 FT TO POB
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-019-011
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NE COR OF SE 1/4 OF SW 1/4 OF SEC 33 TH N 89-53-53 W
481.75 FT TH N 89-53-53 W 137 FT TH S 00-06-22 W 309.73 FT
TH S 89-43-53 E 137 FT TH N 00-06-22 E 310.11 FT TO POB
AKA LEIGHTON ESTATES PEDRO ANNEX BLK A LOT 16

PARCEL NUMBER: 4492-019-012
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
AKA PT OF LEIGHTON ESTS PEDRO ANNEX
COM AT NE COR OF SE 1/4 OF SW 1/4 N 89-53-53 W 344.75 FT
TO POB S 00-09-18 W 310.51 FT N 89-43-53 W 137 FT
N 00-06-22 E 310.11 FT S 89-53-53 E 137 FT TO POB
Parent Parcel: 4492-019-011

PARCEL NUMBER: 4492-019-013
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 13

Parent Parcel: 4492-019-011

PARCEL NUMBER: 4492-019-014
SEC 33 TWP 17 RGE 22
PLAT BOOK H PAGE 024
SILVER SPRINGS ACRES
BLK S LOT 14
Parent Parcel: 4492-019-013

PARCEL NUMBER: 4492-019-015
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
THE E 70.75 FT OF N 335.6 FT OF THE SE 1/4 OF SW 1/4 &
THE W 59.25 FT OF N 336.3 FT OF THE SW 1/4 OF SE 1/4
Parent Parcel: 4492-019-011

PARCEL NUMBER: 4492-019-016
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 16
AKA PT OF LEIGHTON ESTS PEDRO ANNEX

Parent Parcel: 4492-019-015

PARCEL NUMBER: 4492-019-017
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 17
Parent Parcel: 4492-019-015

PARCEL NUMBER: 4492-019-018
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 18
AKA PT OF LEIGHTON ESTS PEDRO ANNEX
Parent Parcel: 4492-019-015

PARCEL NUMBER: 4492-019-019
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 19 AKA A PORTION OF LOTS 7.8 OF LEIGHTON ESTATES
PEDRO ANNEX H-24 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF BLK B LEIGHTON ESTATES PEDRO ANNEX
TH S 89-43-42 W 411.76 FT TO THE POB TH S 00-15-58 W

311.05 FT TH S 89-50-15 W 129.05 FT TH N 00-15-34 E
311.26 FT TH N 89-55-50 E 129.08 FT TO THE POB

PARCEL NUMBER: 4492-019-020
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 20 BEING MORE FULLY DESC AS FOLLOWS:
E 130 FT OF W 709.2 FT OF SW 1/4 OF SE 1/4
Parent Parcel: 4492-019-019

PARCEL NUMBER: 4492-019-021
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 21 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 285 FT OF W 1/2 OF E 1/2 OF SW 1/4 OF SE 1/4
EXC S 990 FT THEREOF

PARCEL NUMBER: 4492-019-022
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK S LOT 22 BEING MORE FULLY DESC AS FOLLOWS:
E 155 FT OF W 1/2 OF E 1/2 OF SW1/4 OF SE 1/4
EXC S 990 FT THEREOF SUBJ TO AN EASEMENT
OVER THE S 25 FT & E 25 FT THEREOF

PARCEL NUMBER: 4492-021-008
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U A PT OF LOTS 8.9 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE SE COR W 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4 OF SEC 33 TH S 00-07-28 W 336.08 FT TO
THE POB TH S 89-52-59 E 110.64 FT TH S 00-09-13 W 330 FT TH N 89-52-59 W 110.47 FT TH
N 00-07-28 E 330 FT TO THE POB
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-021-010
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 10 BEING MORE FULLY DESC AS FOLLOWS:
COM SE COR OF W 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4
S 336.08 FT E 221.27 FT TO POB E 110.64 FT S 330 FT
W 110.64 FT N 330 FT TO POB
TH N 25 FT SUBJECT TO RD ROW EASEMENT

PARCEL NUMBER: 4492-021-011
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 1325 FT OF N 330 FT OF S 990 FT OF SE 1/4 OF SEC 33
SUB TO ROAD ROW EASEMENT OVER N 25 FT THEREOF

PARCEL NUMBER: 4492-021-012
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
E 130 FT OF W 260 FT OF E 1325 FT OF N 330 FT OF S 990 FT OF SE 1/4
SUB TO RD ROW OVER N 25 FT THEREOF
Parent Parcel: 4492-021-011

PARCEL NUMBER: 4492-021-013
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 1065 FT OF N 330 FT OF S 990 FT
SUB TO ROAD ROW EASEMENT OVER N 25 FT THEREOF

PARCEL NUMBER: 4492-021-014
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 130 FT OF E 935 FT OF SE 1/4
SUB TO ROW EASEMENT OVER N 25 FT THEREOF

PARCEL NUMBER: 4492-021-015
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 15 BEING DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 130 FT OF E 805 FT OF SE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-021-016
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 16 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 130 FT OF E 675 FT OF SE 1/4
SUB TO ROW EASEMENT OVER N 25 FT THEREOF

PARCEL NUMBER: 4492-021-017

SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 130 FT OF E 545 FT OF SE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-021-018
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 18 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 130 FT OF E 415 FT OF SE 1/4
SUB TO EASEMENT OVER N 25 FT THEREOF FOR ROW

PARCEL NUMBER: 4492-021-019
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 19 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 130 FT OF E 285 FT OF SE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-021-020
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 20 BEING DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 130 FT OF E 155 FT OF SE 1/4
SUB TO EASEMENT OVER E & N 25 FT THEREOF.

PARCEL NUMBER: 4492-021-021
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 21
SUB TO EASEMENT OVER S & E 25 FT THEREOF

PARCEL NUMBER: 4492-021-022
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 22
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-021-021

PARCEL NUMBER: 4492-021-023
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224

SILVER SPRINGS ACRES
BLK U LOT 23 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NE COR OF SE 1/4 OF SE 1/4 OF SEC 33 TH
S 00-09-18 W 995.30 FT TH S 89-52-59 W 285 FT TO THE POB TH
S 89-52-89 W 130 FT TH N 00-09-18 W 330 FT TH N 89-52-59 E
130 FT TH S 00-09-18 E 330 FT TO THE POB
SUB TO EASEMENT OVER S 25 FT FOR ROAD
Parent Parcel: 4492-021-021

PARCEL NUMBER: 4492-021-024
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 24
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-021-021

PARCEL NUMBER: 4492-021-025
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 25 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 660 OF W 130 FT OF E 675 FT OF SE 1/4 OF SEC 33
SUBJECT TO RD ROW OVER S 25 FT THEREOF

PARCEL NUMBER: 4492-021-026
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 26 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 660 FT OF W 130 FT OF E 805 FT OF SE 1/4
SUB TO EASEMENT OVER S 25 FT FOR ROAD ROW
Parent Parcel: 4492-021-025

PARCEL NUMBER: 4492-021-027
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 27 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 660 FT OF W 130 FT OF E 935 FT OF SE 1/4
SUB TO EASEMENT OVER S 25 FT FOR ROAD ROW
Parent Parcel: 4492-021-025

PARCEL NUMBER: 4492-021-028
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 28 BEING DESC AS FOLLOWS:
N 330 FT OF S 660 FT OF W 130 OF E 1065 FT OF SE 1/4
SUB TO EASEMENT OF RECORD

Parent Parcel: 4492-021-025

PARCEL NUMBER: 4492-021-029
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOTS 29.30 BEING DESC AS FOLLOWS:
W 260 FT OF E 1325 FT OF N 330 FT OF S 660 FT OF SE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-021-031
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 31 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 1455 FT OF N 330 FT OF S 660 FT OF SE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-021-032
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK U LOT 32 & E 1/2 OF 33 BEING MORE FULLY DESC AS FOLLOWS:
W 195 FT OF E 1650 FT OF N 330 FT OF S 660 FT OF THE SE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-022-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 1 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 965 FT OF SW 1/4 LESS E 2488 FT &
LESS W 25 FT

PARCEL NUMBER: 4492-022-002
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 2 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 965 FT OF W 133 FT OF E 2488 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-022-001

PARCEL NUMBER: 4492-022-003
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 3 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 965 FT OF W 133 FT OF E 2355 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-022-004
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 4 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 965 FT OF W 133 FT OF E 2222 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-022-003

PARCEL NUMBER: 4492-022-005
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 5 BEING DESC AS FOLLOWS:
W 133 FT OF E 2089 FT OF N 305 FT OF S 965 FT OF W 1/2 &
BLK V LOT 6 BEING DESC AS FOLLOWS:
E 133 FT OF W 266 FT OF E 2089 FT OF N 305 FT OF S 965 FT OF W ½

PARCEL NUMBER: 4492-022-007
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 7 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 965 FT OF W 133 FT OF E 1823 FT OF W ½

PARCEL NUMBER: 4492-022-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 8 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 965 FT OF W 133 FT OF E 1690 FT OF W ½

PARCEL NUMBER: 4492-022-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOTS 9.10 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 266 FT OF E 1557 FT OF SW 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-022-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
A PT OF BLK V LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 965 FT OF W 133 FT OF E 1291 FT OF W 1/2
EXC S 15 FT THEREOF

PARCEL NUMBER: 4492-022-012

SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 12 BEING DESC AS FOLLOWS:
N 305 FT OF S 965 FT OF W 133 FT OF E 1158 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-022-011

PARCEL NUMBER: 4492-022-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 13 BEING DESC AS FOLLOWS:
N 305 FT OF S 965 FT OF W 133 FT OF E 1025 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-022-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 133 FT OF E 892 FT OF SW 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-022-015
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 133 FT OF E 759 FT OF SW 1/4
SUB TO EASEMENT OVER N 25 FT FOR ROAD ROW

PARCEL NUMBER: 4492-022-016
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 990 FT OF W 133 FT OF E 759 FT OF SW 1/4
SUB TO EASEMENT OVER N 25 FT FOR ROAD ROW

PARCEL NUMBER: 4492-022-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
THE E 133 FT OF THE FOLLOWING DESCRIBED PROPERTY:
THE N 330 FT OF S 990 FT OF W 291 FT OF E 626 FT OF
THE SW 1/4
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-022-016

PARCEL NUMBER: 4492-022-018
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V THE S 1/2 OF LOT 18 BEING MORE FULLY DESC AS FOLLOWS:
S 165 FT OF N 330 FT OF S 660 FT OF W 158 FT OF E 493 FT
OF THE SW 1/4 SUBJECT TO EASEMENTS FOR ROAD ROW RESERVED
OVER THE S AND E 25 FT

PARCEL NUMBER: 4492-022-019
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 19 BEING MORE FULLY DESC AS FOLLOWS:
W 133 FT OF E 626 FT OF N 330 FT OF S 660 FT OF SW 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-022-020
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 20 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 660 FT OF W 133 FT OF E 759 FT OF SW 1/4
SUB TO ROAD ROW EASEMENT OVER S 25 FT THEREOF

PARCEL NUMBER: 4492-022-021
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 21 BEING MORE FULLY DESC AS FOLLOWS:
S 330 FT OF E 660 FT OF S 990 FT OF W 133 FT
OF E 890 FT OF SW 1/4
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-022-014

PARCEL NUMBER: 4492-022-022
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 22 BEING DESC AS FOLLOWS:
N 305 FT OF S 660 FT OF W 133 FT OF E 1025 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-022-013

PARCEL NUMBER: 4492-022-023
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 23 BEING DESC AS FOLLOWS:

N 305 FT OF S 660 FT OF W 133 FT OF E 1158 FT OF W 1/2
Parent Parcel: 4492-022-012

PARCEL NUMBER: 4492-022-024
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 24 & A PORTION OF LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
N 320 FT OF S 675 FT OF W 133 FT OF E 1291 FT OF W 1/2 OF SEC 34

Parent Parcel: 4492-022-011

PARCEL NUMBER: 4492-022-025
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 25 BEING DESC AS FOLLOWS:
E 1/2 OF N 330 FT OF S 660 FT OF W 266 FT OF E 1557 FT OF W 1/2 SEC 34
SUB TO ROAD ROW OVER S 25 FT
Parent Parcel: 4492-022-009

PARCEL NUMBER: 4492-022-026
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 26 BEING DESC AS FOLLOWS:
W 1/2 OF N 330 FT OF S 660 FT OF W 266 FT E 1557 OF W 1/2 SEC 34
SUB TO ROW EASEMENT OVER S 25 FT
Parent Parcel: 4492-022-025

PARCEL NUMBER: 4492-022-027
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOTS 27.28 BEING DESC AS FOLLOWS:
N 330 FT OF S 660 FT OF W 266 FT OF E 1823 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-022-025

PARCEL NUMBER: 4492-022-029
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 29 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 660 FT OF W 133 FT OF E 1956 FT OF W 1/2
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-022-030
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224

SILVER SPRINGS ACRES
BLK V LOT 30 BEING MORE FULLY DESC AS FOLLOWS:
N 330 FT OF S 660 FT OF W 133 FT OF E 2089 FT OF THE W 1/2
SUBJECT TO EASEMENT FOR ROAD ROW OVER THE S 25 FT THEREOF
Parent Parcel: 4492-022-029

PARCEL NUMBER: 4492-022-031
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 31 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 660 FT OF W 133 FT OF E 2222 FT OF W ½

PARCEL NUMBER: 4492-022-032
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 32 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 660 FT OF W 133 FT OF E 2355 FT OF W 1/2
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-022-001

PARCEL NUMBER: 4492-022-033
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 34 BEING DESC AS:
N 305 FT OF S 660 FT OF SW 1/4
EXC E 2488 FT
EXC W 25 FT
Parent Parcel: 4492-022-032

PARCEL NUMBER: 4492-022-118
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V THE N 1/2 OF LOT 18 DESC AS FOLLOWS:
N 152.5 FT OF S 660 FT OF W 158 FT OF E 493 FT OF SEC 34
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-000-001

PARCEL NUMBER: 4492-022-133
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK V LOT 33 BEING MORE FULLY DESC AS FOLLOWS:
N 305 FT OF S 660 FT OF W 133 FT OF E 2488 FT OF W 1/2 OF SEC 34
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-022-033

PARCEL NUMBER: 4492-023-001
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOTS 1.2.3.4
SUBJECT TO AN EASEMENT FOR ROAD
ROW OVER THE N 25 FT AND W 25 FT & THE S 60 FT

PARCEL NUMBER: 4492-023-005
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOT 5 BEING MORE FULLY DESC AS FOLLOWS:
E 133 FT OF W 665.03 FT OF S 330 FT
EXC ROAD ROW OVER S 30 FT
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-023-006
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOT 6 BEING MORE FULLY DESC AS FOLLOWS:
THE E 133 FT OF THE W 823.03 FT OF THE S 330 FT
SUBJECT TO AN EASEMENT FOR ROAD ROW OVER THE
N 25 FT AND THE S 60 FT
Parent Parcel: 4492-023-001

PARCEL NUMBER: 4492-023-007
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOT 7 BEING THE W 1/2 OF THE FOLLOWING:
E 266 FT OF THE W 1089.4 FT OF THE S 330 FT
EXC S 30 FT THEREOF RD ROW
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-023-008
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOT 8 BEING THE E 1/2 OF THE FOLLOWING:
E 266 FT OF THE W 1089.4 FT OF THE S 330 FT
EXC S 30 FT THEREOF RD ROW
SUB TO EASEMENT OF RECORDS
Parent Parcel: 4492-023-007

PARCEL NUMBER: 4492-023-009
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

BLK W LOT 9 BEING MORE FULLY DESC AS FOLLOWS:
E 133 FT OF W 1222.40 FT OF S 330 FT
EXC RD ROW

PARCEL NUMBER: 4492-023-010
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOT 10 BEING MORE FULLY DESC AS FOLLOWS:
E 133 FT OF W 1355.47 FT OF S 330 FT OF SEC 34
EXC S 30 FT
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-023-009

PARCEL NUMBER: 4492-023-011
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 427
SILVER SPRINGS ACRES
BLK W LOT 11 BEING MORE FULLY DESC AS FOLLOWS:
W 133 FT OF E 1291 FT OF S 330 FT OF SE 1/4 OF SW 1/4
EXC S 30 FT THEREOF
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-023-012
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOT 12 BEING MORE FULLY DESC AS FOLLOWS:
S 197.5 FT OF W 133.00 FT OF E 1158.00 FT OF SW 1/4
EXC THE S 30 FT THEREOF
Parent Parcel: 4492-023-011

PARCEL NUMBER: 4492-023-013
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOT 13-S BEING MORE FULLY DESC AS FOLLOWS:
S 197.5 FT OF W 133 FT OF E 1025 FT OF SW 1/4 EXC S 30 FT &
BLK W LOT 13-N BEING MORE FULLY DESC AS FOLLOWS:
N 132.5 FT OF S 330 FT OF W 133 FT OF E 1025 FT OF SW 1/4 &
TH N 25 FT SUBJECT TO ROAD ROW
Parent Parcel: 4492-023-011

PARCEL NUMBER: 4492-023-014
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOTS 14.15 BEING MORE FULLY DESC AS FOLLOWS:
LOT 14-S - S 197.5 FT OF W 133 FT OF E 892 FT OF SW 1/4

THE S 60 FT OF THE SE 1/4 OF SW 1/4 SUBJECT TO ROAD ROW EASEMENT EXC THE S 30 FT THEREOF &
LOT 14-N - N 162.5 FT OF S 330 FT OF W 133 FT OF E 892 FT OF SW 1/4 THE N 25 FT SUBJECT TO ROAD ROW EASEMENT &
LOT 15-S - S 197.5 FT OF W 133 FT OF E 759 FT OF SW 1/4
THE S 60 FT OF SE 1/4 OF SW 1/4 SUBJECT TO ROAD ROW EASEMENT
EXC THE S 30 FT THEREOF &
LOT 15-N - N 162.5 FT OF S 330 FT OF W 133 FT OF E 759 FT OF THE SW 1/4
THE N 25 FT SUBJECT TO ROAD ROW EASEMENT
Parent Parcel: 4492-023-011

PARCEL NUMBER: 4492-023-016
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOT 16 BEING DESC AS FOLLOWS:
E 133 FT OF S 330 FT OF W 798 FT OF E 1291 FT OF SW 1/4
EXC S 30 FT
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-023-011

PARCEL NUMBER: 4492-023-017
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
N 1/2 - THE N 162.50 FT OF S 330 FT OF W 158 FT OF E 493 FT
OF THE SW 1/4 THE N 25 FT AND THE E 25 FT SUBJECT TO ROAD ROW EASEMENT &
S 1/2 - TH S 197.50 FT OF W 158 FT OF E 493 FT OF THE SW 1/4
THE S 60 FT OF THE SE 1/4 OF SW 1/4 AND THE E 25 FT THEREOF
SUBJECT TO ROAD ROW EASEMENT EXC THE S 30 FT THEREOF
Parent Parcel: 4492-000-001

PARCEL NUMBER: 4492-023-112
SEC 34 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK W LOT 12-N BEING DESC AS FOLLOWS:
N 162.5 FT OF S 330 FT OF W 133 FT OF E 1158 FT OF SW 1/4
AKA N 162.5 FT OF LOT 12 BLK W
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-023-012

PARCEL NUMBER: 4492-024-009
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK X PART LOT 8 & ALL LOTS 9.10 BEING MORE FULLY DESC AS FOLLOWS:
E 331.48 FT OF W 1325.3 FT OF S 330 FT OF SE 1/4

EXC S 30 FT
SUB TO EASEMENT FOR ROAD ROW OVER N 25 FT

PARCEL NUMBER: 4492-024-011
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK X LOTS 11.12 BEING MORE FULLY DESC AS FOLLOWS:
S 330 FT OF W 260 FT OF E 1300 FT OF SE 1/4
EXC S 30 FT
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-024-013
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK X LOT 13 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 1065 FT OF S 305 FT OF SE 1/4 OF SEC 33
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-024-014
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK X LOT 14 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 935 FT OF S 305 FT OF THE SE 1/4
SUB TO EASEMENT OF RECORD

PARCEL NUMBER: 4492-024-015
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK X LOT 15 BEING MORE FULLY DESC AS FOLLOWS:
THE W 130 FT OF THE E 805 FT OF S 330 FT OF SE 1/4
THE N 25 FT THEREOF SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS
AND THE SLY 60 FT THEREOF SUBJECT TO EASEMENT FOR INGRESS
AND EGRESS

PARCEL NUMBER: 4492-024-016
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK X LOT 16
EX S 30 FT FOR RD ROW
SUB TO EASEMENTS OF RECORD

PARCEL NUMBER: 4492-024-017
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES

A PT OF BLK X LOT 17 BEING DESC AS FOLLOWS:
W 130 FT OF E 545 FT OF S 305 FT OF THE SE 1/4
EXC N 90 FT
EXC S 30 FT

PARCEL NUMBER: 4492-024-018
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK X LOT 18 BEING MORE FULLY DESC AS FOLLOWS:
THE W 130 FT OF E 415 FT OF S 330 FT OF THE SE 1/4
EXC THE SLY 30 FT THEREOF
SUB TO EASEMENTS OF RECORD

PARCEL NUMBER: 4492-024-019
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK X LOT 19 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 285 FT OF S 305 FT OF SE 1/4 &
BLK X LOT 20 BEING MORE FULLY DESC AS FOLLOWS:
W 130 FT OF E 155 FT OF S 305 FT OF SE 1/4
EXC S 30 FT FOR RD ROW
SUB TO EASEMENT OF RECORD
Parent Parcel: 4492-024-018

PARCEL NUMBER: 4492-024-021
SEC 33 TWP 17 RGE 22
PLAT BOOK UNR PAGE 224
SILVER SPRINGS ACRES
BLK X A PORTION OF LOT 17 BEING MORE FULLY DESC AS FOLLOWS:
N 90 FT OF W 130 FT OF E 545 FT OF S 305 FT OF SE 1/4
AKA: N 90 FT OF LOT 17
SUB TO EASEMENTS OF RECORD
Parent Parcel: 4492-014-017

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SILVER SPRING SHORES UNITS 31, 35, 36, 37, 38, 42, AND 44 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Silver Spring Shores Unit 31, 35,36, 37, 38,42, 44 Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Silver Spring Shores Unit 31, 35,36, 37, 38,42, 44 Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SILVER SPRING SHORES UNITS 31, 35, 36, 37, 38, 42, AND 44 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “J”, at Page 268, Page 269, Page 270, Page 271, Page 272, Page 273, Page 274, Page 274, Page 302, Page 303, Page 304, Page 305, Page 306, Page 307, Page 308, Page 309, Page 310, Page 311, Page 312, Page 313, Page 314, Page 315, Page 316, Page 317, Page 318, Page 319, Page 320, Page 321, Page 322, Page 323, Page 324, Page 325, Page 326, Page 345, Page 346, Page 347, Page 348, Page 349, Page 350, Page 351, Page 352, Page 353, Page 368, Page 369, Page 370, Page 371, Page 372, Page 373, Page 372A, Page 394, Page 395, Page 396, Page 397, Page 398 and Page 399 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SLEEPY HOLLOW IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Sleepy Hollow Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Sleepy Hollow Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SLEEPY HOLLOW IMPROVEMENT AREA

A subdivision as recorded in Plat Book "R", at Page 66 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE STONE HILL IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Stone Hill Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Stone Hill Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR STONE HILL IMPROVEMENT AREA

A subdivision as recorded in Plat Book "U", at Page 19 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR THE STORMWATER SERVICES AND STORMWATER MANAGEMENT PROGRAM, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 02-13, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements related to the Stormwater Services and Stormwater Management Program; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments for the above referenced Stormwater Services and Stormwater Management Program pursuant to Section 197.3632, F.S., and Ordinance No. 02-13; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Stormwater Services and Stormwater Management Program shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments to fund the cost of stormwater services and management programs.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____ _____

GREGORY C. HARRELL, CLERK CARL ZALAK III, CHAIRMAN

“EXHIBIT A”

LEGAL DESCRIPTION FOR STORMWATER SERVICES AND STORMWATER MANAGEMENT PROGRAM

The Following described land found in Marion County, Florida as described in Florida Statues Chapter 7 (Article 7.42). Said land being all of Marion County as found in said Statues ‘except a portion of the East side of the County bounded by a line described as follows:
Commencing at a point on the South boundary of Marion County. Said point being the Southwest Comer of Section 36, Township 17 South, and Range 26 East said point being the Point of Beginning. Thence North along the West lines of Sections 36 & 25 to the Northwest Corner of said Section 25. Thence west along the North line of Sections 26, 27, 28, 29, &30, Township 17 South, Range 26 East, to the West line of said Township 17 South, Range 26 East. Thence continuing West along the North line of Sections 25 & 26, Township 17 South, Range 25 East, to the Northwest Corner ofsaidSection26. Thence north along the West line of Sections 14 & 23, Township 17 South, Range 25 East, to the Northwest Corner of said Section 14. Thence west along the North lines of Sections 15 & 16, Township 17 South, Range 25 East, to the Northwest Comer of said Section 16. Thence north along the West line of Section 9 & 4, Township 17 South, Range 25 East to the South line of Township 16 South, Range 25 East. Thence west along the South line of Section 32, Township 16 South, Range 25 East, to the Southwest corner of said Section 32. Thence north along the West line of Sections 32, 29, 20, 17, 8, &5 Township 16 South, Range 25 East, to the South line of Township IS South, Range 25 East. Thence continuing North along Sections 32, 29, &20 Township 15 South, Range 25 East, to the Northwest Corner of said Section 20. Thence west along the South line of Section 18 Township 15 South, Range 25 East, to the West line of said Township 15 South, Range 24 East. Thence north along the West line of Township 15 South, Range 25 East, to the South line of Township 14 South, Range 24 East. Thence Continuing North along the West line of Section 36 Township 14 South, Range 24 East, to the Northwest Comer of said Section 36. Thence West along the North line of Section 24 to the Southwest Corner of Section 26 Township 14 South, Range 24 East. Thence North along the West lines of Sections 26 & 23, Township 14 South, Range 24 East to the Northwest Comer of Section 23 Township 14 South, Range 24 East. Thence east along the North line of Section 23 Township 14 South, Range 24 East to the Southwest Corner of said Section 13 Township 14 South, Range 24 East. Thence North along the West line of said Section 13 to the Northwest Comer of Section 13 Township 14 South, Range 24 East. Thence east along the North line of Section 13 Township 14 South, Range 24 East, to the west line of Township 14 South, Range 25 East. Thence Continuing East along the North line of Section 18 Township 14 South, Range 25 East to the Southwest Comer ofSection8Township 14South,Range25 East. Thence North along the West line of said Section 8 to the Northwest Comer of Section 8 Township 14 South, Range 25 East. Thence East along the North lines of Sections 8&9 to the Southwest Comer of Section 3 Township 14 South, Range 25 East. Thence North along the West line of said Section 3 to the South line of Township 13 South, Range 25 East Thence East along the South line of Township 13 South, Range 25 East, to the Southwest Comer of Section 35 Township 13 South, Range 25 East. Thence North along the West line of said Section 35 to the Northwest Comer of Section 35 Township 13 South, Range 25 East. Thence east along the North line of Sections 35 & 36 Township 13 South, Range 25 East, to the Northeast Comer of Fractional Section 36 Township 13 South, Range 25 East, on the West line of the Joseph M. Hernandez Grant. Thence Continuing East to point 15840.00 feet south of the Northeast Corner of Fractional Section 18 Township 13 South, Range 26 East. Thence North 15840.00 feet to the said Northeast Comer

of Fractional Section 18 Township 13 South, Range 26 East, said Corner also being on the County line as Described in Florida Statues Chapter 7 (Article 7.42). Thence West along the North line of said Section 18 to the Southeast Comer of Section 12 Township 13 South, Range 25 East. Thence North along the East line of said Section 12 to the Northeast Corner of Section 12 Township 13 South, Range 25 East. Thence West along the North lines of Sections 12, 11, 10, 9, 8 & 7 Township 13 South, Range 25 East, to the East line of Township 13 South, Range 24 East. Thence continuing West along the South lines of Sections 2, & 1 Township 13 South, Range 24 East, to the Southwest Corner of Section 2 Township 13 South, Range 24 East. Thence north along the West line of Section 2 Township 13 South, Range 24 East, to the South line of Township 12 South, Range 24 East. Thence north along the East line of Section 34 Township 12 South, Range 24 East, to the Northeast Comer of said Section 34. Thence West along the North line of said Section 34 to the Southwest Comer of Section 27 Township 12 South, Range 24 East. Thence north along the West lines of Sections 27, 22, 15, 1O, &3 Township 12 South, Range 24 East, to the South line of Township 11 South, Range 24 East. Thence east along the South line of Township 11 South, Range 24 East to the Southeast Comer of said Township 11 South, Range 24 East. Thence North along the East line of said Township 11 South, Range 24 East, to the a point on the Marion County Line found on the South side of the Ocklawaha River at Low-water mark as described in Florida Statues Chapter 7 (Article 7.42). Said Point Beginning the Point of Terminus. The above described line being 73 Miles in length more or less.

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SUGAR HILL ESTATES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Sugar Hill Estates Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Sugar Hill Estates Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SUGAR HILL ESTATES IMPROVEMENT AREA

A subdivision as recorded in Plat Book "T", at Page 45 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SUGAR PLUM ESTATES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Sugar Plum Estates Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Sugar Plum Estates Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SUGAR PLUM ESTATES IMPROVEMENT AREA

A subdivision as recorded in Plat Book "V", at Page 84, Page 85, and Page 86 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SUN COUNTRY ESTATES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Sun Country Estates Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Sun Country Estates Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
MICHELLE STONE, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SUN COUNTRY ESTATES IMPROVEMENT AREA

A subdivision as recorded in Plat Book “V”, at Page 032, and Page 033 of the Public Records of Marion County, Florida

TO INCLUDE PARCELS:
35630-001-01, 35630-001-02, 35630-001-03, 35630-001-04, 35630-001-05, 3563-011-001
3563-011-002, 3563-010-001 & 3563-010-002

PARCEL NUMBER: 35630-001-01
SEC 17 TWP 16 RGE 21
PLAT BOOK Z PAGE 079
DEER CREEK
BLK A LOT 1
Parent Parcel: 35630-000-00

PARCEL NUMBER: 35630-001-02
SEC 17 TWP 16 RGE 21
PLAT BOOK Z PAGE 079
DEER CREEK
BLK A LOT 2
Parent Parcel: 35630-000-00

PARCEL NUMBER: 35630-001-03
SEC 17 TWP 16 RGE 21
PLAT BOOK Z PAGE 079
DEER CREEK
BLK A LOT 3
Parent Parcel: 35630-000-00

PARCEL NUMBER: 35630-001-04
SEC 17 TWP 16 RGE 21
PLAT BOOK Z PAGE 079
DEER CREEK
BLK A LOT 4
Parent Parcel: 35630-000-00

PARCEL NUMBER: 35630-001-05
SEC 17 TWP 16 RGE 21
PLAT BOOK Z PAGE 079
DEER CREEK
BLK A LOT 5
Parent Parcel: 35630-000-00
PARCEL NUMBER: 3563-011-001
SEC 17 TWP 16 RGE 21
PLAT BOOK V PAGE 091
SUN COUNTRY ESTATES II
BLK K LOT 1

PARCEL NUMBER: 3563-011-002
SEC 17 TWP 16 RGE 21
PLAT BOOK V PAGE 091
SUN COUNTRY ESTATES II
BLK K LOT 2
Parent Parcel: 3563-000-001

PARCEL NUMBER: 3563-010-001
SEC 17 TWP 16 RGE 21
PLAT BOOK V PAGE 091
SUN COUNTRY ESTATES II
BLK J LOT 1

PARCEL NUMBER: 3563-010-002
SEC 17 TWP 16 RGE 21
PLAT BOOK V PAGE 091
SUN COUNTRY ESTATES II
BLK J LOT 2
Parent Parcel: 3563-000-001

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SUN RAY ESTATES IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Sun Ray Estates Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Sun Ray Estates Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SUN RAY ESTATES IMPROVEMENT AREA

A subdivision as recorded in Plat Book "H", at Page 35 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SUN TREE IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Sun Tree Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Sun Tree Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SUN TREE IMPROVEMENT AREA

A subdivision as recorded in Plat Book "X", at Page 3 and Page 4 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE SUNSET HILLS PHASE I MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Sunset Hills Phase I Municipal Service Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Sunset Hills Phase I Municipal Service Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR SUNSET HILLS PHASE I MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

A subdivision as recorded in Plat Book “15”, at Page 001, Page 002, Page 003, Page 004, Page 005, and Page 006 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE THOROUGHBRED ACRES MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide general maintenance and capital improvements for the Thoroughbred Acres Municipal Services Benefit Unit for General Maintenance and Capital Improvements; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above proposed MSBU pursuant to Section 197.3632, F.S.; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Thoroughbred Acres Municipal Services Benefit Unit for General Maintenance and Capital Improvements shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above proposed MSBU to fund the general maintenance and capital improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR THOROUGHBRED ACRES MUNICIPAL SERVICES BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

An unrecorded subdivision as identified in Plat Book “UNR” Page 36-15-20 of the Public Records of Marion County, Florida

PARCEL NUMBER: 21251-001-12

PARCEL NUMBER: 21251-001-42

PARCEL NUMBER: 21251-001-00

PARCEL NUMBER: 21360-015-00

PARCEL NUMBER: 21360-014-00

PARCEL NUMBER: 21360-012-00

PARCEL NUMBER: 21360-011-00

PARCEL NUMBER: 21360-010-00

PARCEL NUMBER: 21360-009-00

PARCEL NUMBER: 21360-007-00

PARCEL NUMBER: 21365-002-02

PARCEL NUMBER: 21365-002-01

PARCEL NUMBER: 21365-002-00

PARCEL NUMBER: 21365-002-03

PARCEL NUMBER: 21360-005-01

PARCEL NUMBER: 21360-005-00

PARCEL NUMBER: 21360-004-00

PARCEL NUMBER: 21360-003-00

PARCEL NUMBER: 21360-002-02

PARCEL NUMBER: 21360-002-01

PARCEL NUMBER: 21360-002-00

PARCEL NUMBER: 21251-001-22

PARCEL NUMBER: 21251-001-17

PARCEL NUMBER: 21251-001-15

PARCEL NUMBER: 21251-001-14

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE TOMPKINS AND GEORGES ADDITION TO DUNNELLON MUNICIPAL SERVICE TAXING UNIT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Tompkins and Georges Addition to Dunnellon Municipal Service Taxing Unit; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above MSTU pursuant to Section 197.3632, F.S.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Tompkins and Georges Addition to Dunnellon Municipal Service Taxing Unit shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above MSTU to fund the cost of street lighting.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

"EXHIBIT A"

LEGAL DESCRIPTION FOR TOMPKINS AND GEORGES ADDITION TO DUNNELLON MUNICIPAL SERVICE TAXING UNIT

A subdivision as recorded in Plat Book “A”, at page 028 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE TRADE WINDS VILLAGE IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the Trade Winds Village Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the Trade Winds Village Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR TRADE WINDS VILLAGE IMPROVEMENT AREA

A subdivision as recorded in Plat Book "W", at Page 6 and Page 7 of the Public Records of Marion County, Florida

RESOLUTION 25-R_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS IN THE WEST MARION FARMS IMPROVEMENT AREA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Capital Project and Related Services Assessment Ordinance, the Board of County Commissioners is contemplating the imposition of special assessments to provide for capital improvements in the West Marion Farms Improvement Area; and

WHEREAS, the Board of County Commissioners intends to use the uniform method for the levying, collection, and enforcement of non-ad valorem assessments in the above Improvement Area pursuant to Section 197.3632, F.S., and the Capital Project and Related Services Assessment Ordinance; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida that:

1. Non-ad valorem assessments for the West Marion Farms Improvement Area shall be collected using the uniform method of collecting such assessments as provided in Section 197.3632, F.S., as the same may be amended from time to time. The Board specifies that the assessment is to be collected for a period of more than 1 year.

2. It is necessary for the Board of County Commissioners to impose non-ad valorem assessments in the above Improvement Area to fund the cost of road and drainage improvements.

3. The legal description of the boundaries of the real property subject to the levy of non-ad valorem assessments is attached hereto as Exhibit A.

4. The clerk shall provide a copy of this resolution to the Marion County Property Appraiser, Marion County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

This Resolution shall become effective immediately upon its adoption.

DULY RESOLVED this 2nd day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
CARL ZALAK III, CHAIRMAN

_____
GREGORY C. HARRELL, CLERK

“EXHIBIT A”

LEGAL DESCRIPTION FOR WEST MARION FARMS IMPROVEMENT AREA

The following metes and bounds parcels of the Public Records of Marion County, Florida

TO INCLUDE PARCELS:
12235-001-00, 12235-002-01, 12235-003-00, 12235-004-00, 12235-005-00, 12235-007-00, 12235-009-00, 12235-010-00, 12235-012-00, 12235-013-00, 12235-014-00, 12235-014-01, 12235-016-00, 12235-017-00, 12235-018-00, 12235-019-00, 12235-020-00, 12235-021-00, 12235-022-00, 12235-023-00, 12235-024-00, 12235-025-00

PARCEL NUMBER: 12235-001-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 1 NORTH BEING MORE FULLY DESC AS FOLLOWS:
COM NW COR S 00-55-55 E 30 FT TO S ROW OF RD N 89-28-08 E 849.21 FT TO POB N 89-28-08 E 248.16 FT S 00-31-52 E 351.24 FT S 89-28-08 W 248.16 FT N 00-31-52 W 351.24 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-002-01
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 2-N BEING MORE FULLY DESC AS FOLLOWS:
COM NW COR S 00-55-55 E 30 FT N 89-28-08 E 1137.37 FT TO POB N 89-28-08 E 206.77 FT TO SWLY ROW OF SCR S 73-55-23 E 41.19 FT S 00-57-04 E 341.11 FT S 89-24-18 W 248.74 FT N 00-31-52 W 353.14 FT TO POB
Parent Parcel: 12235-002-00

PARCEL NUMBER: 12235-003-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 3 BEING MORE FULLY DESC AS FOLLOWS:
COM NW COR TH S 00-55-55 E 30 FT TO PT ON S ROW OF AN EXISTING GRADED RD TH N 89-28-08 E ALG S ROW 829.21 FT FOR POB TH CONT N 89-28-08 E ALG S ROW 20 FT TH S 00-31-52 E 701.58 FT TH N 89-24-18 E 539.45 FT TO PT ON E BDY SAID PT ALSO BEING W ROW OF CTY RD TH S 00-57-04 E ALG E BDY AND W ROW 208.26 FT TH S 89-24-18 W 560.98 FT TH N 00-31-52 W 909.86 FT TO POB &
TRACT 1-S BEING MORE FULLY DESC AS FOLLOWS:
COM AT NW COR S 30 FT TO S R-O-W GRADED ROAD N 89-28-08 E 1097.37 FT FOR POB CONT 20 FT S 701.28 FT

S 89-24-18 W 268.16 FT N 350.34 FT N 89-28-08 E 248.16 FT
N 351.24 FT TO POB &
TRACT 2-S BEING MORE FULLY DESC AS FOLLOWS:
COM AT NW COR S 30 FT TO A PT ON S ROW OF AN EXISTING GRADED
RD TH N 89-28-08 E ALG S ROW 1117.37 FT FOR POB TH
CONT N 89-28-08 E ALG S ROW 20 FT TH S 00-31-52 E
353.14 FT TH S 89-24-18 E 248.74 FT TO PT ON E BDY
SAID PT ALSO BEING ON W ROW OF CTY RD TH S 00-57-04 E
ALG E BDY AND W ROW 348.12 FT TH S 89-24-18 W 271.29 FT
N 00-31-52 W 701.28 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-004-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 4 BEING MORE FULLY DESC AS FOLLOWS:
COM NW COR OF SEC 26 S 00-55-55 E 30 FT N 89-28-08 E
809.21 FT TO POB N 89-28-08 E 20 FT S 00-31-52 E 909.86 FT
N 89-24-18 E 560.98 FT TO PT ON E BDY OF NW 1/4 OF NW 1/4
OF SECTION 26 S 00-57-04 E 200 FT S 89-24-18 W 582.45 FT
N 00-31-52 W 1109.88 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-005-00
SEC 26 TWP 14 RGE 19
COM @ NW COR S 30 FT N 89-28-08 E 789.21 FT FOR POB CONT 20
FT S 1109.88 FT N 89-24-18 E 582.45 FT S 200 FT S 89-24-18 W
603.91 FT N 1309.90 FT TO POB AKA TRACT 5 WEST MARION FARMS
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-007-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACTS 7.8
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-009-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 9
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-010-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACTS 10.11 BEING MORE FULLY DESC AS FOLLOWS:

TR 10: COM NW COR TH S 00-55-53 E 30 FT TH
N 89-28-08 E 349.21 FT TO POB TH N 89-28-08 E 200 FT
TH S 00-31-52 E 653.62 FT TH S 89-28-08 W 200 FT TH
N 00-31-52 W 653.62 FT TO POB TR 10 &
TR 11: COM NW COR TH S 00-55-55 E 30 FT TH N 89-28-08 E
149.21 FT TO POB TH N 89-28-08 E 200 FT TH
S 00-31-52 E 653.62 FT TH S 89-28-08 W 200 FT
TH N 00-31-52 W 653.62 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-012-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 12 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NW COR S 30 FT N 89-28-08 E 129.21 FT FOR POB
N 89-28-08 E 20 FT S 653.62 FT N 89-28-08 E 200 FT S
656.77 FT S 89-24-18 W 220 FT N 1310.64 FT TO POB

PARCEL NUMBER: 12235-013-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 13 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NW COR S 30 FT N 89-28-08 E 109.21 FT FOR POB
N 89-28-08 E 20 FT S 1310.64 FT S 89-24-18 W 120.04 FT
S 89-55-30 W 113.50 FT N 667.17 FT N 89-28-08 E 206.64 FT
N 642.73 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-014-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 15 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF SEC 26 TH S 30 FT N 89-56-22 W 90.79 FT
TO THE POB TH CONT N 89-56-22 W 200 FT TH S 653.62 FT TH
S 89-56-22 E 200 FT TH N 653.62 FT TO THE POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-014-01
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 14 BEING MORE FULLY DESC AS FOLLOWS:
COM AT THE NW COR OF SEC 26 TH S 30 FT FOR POB N 89-28-08 E
109.21 FT S 642.73FT S 89-28-08 W 206.64 FT N 643.70 FT
S 89-56-22 E 90.79 FT TO POB
Parent Parcel: 12235-014-00

PARCEL NUMBER: 12235-016-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 16 BEING MORE FULLY DESC AS FOLLOWS:
COM NW COR TH S 00-55-55 E 30 FT TH N 89-56-22 W
290.79 FT TO PB TH N 89-56-22 W 20 FT TH S 00-03-38 W
1311.39 FT TH N 89-55-30 E 220 FT TH N 00-03-38 E
657.25 FT TH N 89-56-22 W 200 FT TH N 00-03-38 E
653.62 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-017-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 17 BEING MORE FULLY DESC AS FOLLOWS:
COM NW COR TH S 00-55-55 E 30 FT TH N 89-56-22 W
310.79 FT TO POB TH N 89-56-22 W 20 FT TH S 00-03-38 W
653.62 FT TH N 89-56-22 W 200 FT TH S 00-03-38 W
658.29 FT TH N 89-55-30 E 220 FT TH N 00-03-38 E
1311.39 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-018-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 18 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NW COR S 30 FT N 89-56-22 W 330.79 FT FOR POB CONT
200 FT S 653.62 FT S 89-56-22 E 200 FT N 653.62 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-019-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 19 BEING MORE FULLY DESC AS FOLLOWS:
COM NW COR OF SEC 26 S 00-55-55 E 30 FT TO A PT ON S ROW
OF GRADED RD N 89-56-22 W 530.79 FT TO POB N 89-56-22 W
200 FT S 00-03-38 W 653.62 FT S 89-56-22 E 200 FT
N 00-03-38 E 653.62 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-020-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 20 BEING MORE FULLY DESC AS FOLLOWS:
COM NW COR TH S 00-55-55 E 30 FT TH N 89-56-22 W

730.79 FT TO POB TH N 89-56-22 W 20 FT TH
S 00-03-38 W 1312.43 FT TH N 89-55-30 E 220 FT TH
N 00-03-38 E 658.29 FT TH N 89-56-22 W 200 FT TH
N 00-03-38 E 653.62 FT TOP POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-021-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 21 BEING MORE PARTICULARLY DESC AS:
COM AT THE NW COR OF SEC 26 TH S 00-55-22 E 30 FT TH N 89-56-22 W 750.79 FT TO THE POB TH CONT N 89-56-22 W 20 FT TH S 00-03-38 W 653.62 FT TH N 89-56-22 W 200 FT TH S 00-03-38 W 659.33 FT TH N 89-55-30 E 220 FT TH N 00-03-38 E 1312.43 FT TO THE POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-022-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 22 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NW COR OF SEC 26 TH S 00-55-55 E 30 FT TH N 89-56-22 W 770.79 FT TO POB TH N 89-56-22 W 200 FT TH S 00-03-38 W 653.62 FT TH S 89-56-22 E 200 FT TH N 00-03-38 E 653.62 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-023-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 23 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NW COR S 30 FT TO S ROW LINE OF GRADED RD N 89-56-22 W 970.79 FT FOR POB CONT 20 FT S 874.78 FT N 89-56-22 W 291.14 FT S 438.95 FT N 89-55-30 E 303.39 FT N 1312.95 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-024-00
SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 24 BEING MORE FULLY DESC AS FOLLOWS:
COM AT NW COR S 30 FT N 89-56-22 W 990.79 FT FOR POB N 89-56-22 W 20 FT S 462.72 FT N 89-56-22 W 278.42 FT S 412.13 FT S 89-56-22 E 291.14 FT N 874.78 FT TO POB
Parent Parcel: 12235-000-00

PARCEL NUMBER: 12235-025-00

SEC 26 TWP 14 RGE 19
PLAT BOOK UNR
WEST MARION FARMS
TRACT 25 BEING MORE FULLY DESC AS FOLLOWS:
COM NW COR TH S 00-55-55 E 30 FT TH N 89-56-22 W
1010.79 FT TO POB TH N 89-56-22 W 286.60 FT
TH S 00-57-06 E 462.79 FT TH S 89-56-22 E 278.42 FT
TH N 0-03-38 E 462.72 FT TO POB
Parent Parcel: 12235-000-00

PUBLIC HEARING:

TO AUTHORIZE USE OF THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS

Tuesday, December 2, 2025
Empowering Marion for Success

The purpose of this Public Hearing is to authorize use of the Uniform Collection Method for Non-Ad Valorem Assessments and adopt the associated resolutions.

Florida Statutes section 197.3632 requires this public hearing and adoption of resolutions for assessments that are:

- **Being levied for the first time**
- **Increasing beyond the maximum rate**
- **The boundaries of the areas are changing**
- **There is a change in the purpose for such assessment**

The Following Municipal Service Benefit Units (MSBUs) and Road Improvement Areas are being proposed, potentially created, or modified this year.

BACKGROUND

Marion County Municipal Services

Empowering Marion for Success

Potential MSBUs

- BAHIA VILLA MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BASELINE VILLAS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BEAR LAKE ACRES MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BEL LAGO WEST HAMLET MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BRADFORD FARMS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BROOKHAVEN PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- BROOKHAVEN PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- CEDAR VILLAS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- CHERRYWOOD PRESERVE PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- CLEARLAKE RANCHES HAMLET SUBDIVISION MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- COUNTRY ESTATES BUFFINGTON ADDITION MSBU FOR STREET LIGHTING
- DEER PATH NORTH MSBU FOR ROAD MAINTENANCE
- DEER PATH NORTH PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- DERBY FARMS MSBU
- DOUBLEGATE MSBU FOR STREET LIGHTING
- EL DORADO DRAINAGE MSBU

Potential MSBUs

- FOUNTAIN VILLAS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- FREEDOM CROSSINGS PRESERVE PHASE 1 & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- GREY OAKS MSBU FOR ROAD MAINTENANCE
- GREYSTONE HILLS PHASE ONE & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- HEATHER ISLAND MARKET CENTER MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- HEATHER ISLAND MARKET CENTER PARTIAL REPLAT
- INDIAN MEADOWS MSBU FOR STREET LIGHTING
- JB RANCH SUBDIVISION PHASE 2A MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- LAUREL COMMONS MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- LIBERTY VILLAGE PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- LIBERTY VILLAGE PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- LONG LAKE HEIGHTS EXTENSION MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- MARICAMP MARKET CENTRE MUNICIPLE SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- MARICAMP MARKET CENTRE REPLAT PHASE 1 & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- MARION RANCH PHASE 1 & PHASE 2 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- MILLWOOD ESTATES MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS

Potential MSBUs

- NICHOLAS ESTATES
- OAK HAMMOCK PRESERVE MSBU FOR GENERAL MAINTENANE AND CAPITAL IMPROVEMENTS
- OAKS AT OCALA CROSSINGS SOUTH PHASE ONE AND PHASE TWO MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- OCALA CROSSINGS SOUTH PHASE ONE MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- OCALA HIGHLANDS ESTATES/OCALA HIGHLANDS ESTATES 1ST ADDITION STREET LIGHTS MUNICIPLE SERVICE BENEFIT UNIT
- PIONEER RANCH PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- SHERWOOD HILLS ESTATES DRAINAGE MSBU
- SILVER SPRINGS SHORES – UNITS 31, 35, 36, 37, 38, 42, 44 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- SUNSET HILLS PHASE 1 MSBU FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS
- THOROUGHBRED ACRES MSBU
- TOMPKINS & GEORGES ADDITION TO DUNNELLON MSTU

Potential Improvement Areas

- BAHIA OAKS UNIT NO. THREE AKA WEST WIND TRAILS
- BECKET PLANTATION – SE 29TH AVE
- BELLEVIEW HEIGHTS ESTATES UNIT 4
- BELLEVIEW HEIGHTS ESTATES UNIT NO. 5
- BELLEVIEW HILLS
- BELMAR ESTATES
- COUNTRY GAITE
- COUNTRY GARDENS
- DALTON WOODS-DALTON WOODS 1ST ADDITION
- DUNNELLON OAKS
- EAST LAKE – WOODMAR – SE 143RD STREET AND PORTION OF SE 145TH AVE.
- EDGEWATER ESTATES REPLAT
- EDWARD M REEVES – SE 126TH PL.
- FLORIDA HIGHLANDS COMMERCIAL
- FORESTS' EDGE
- HENDERSON'S YELLOW BLUFF
- INDUSTRIAL 35

Potential Improvement Areas

- JOG ACRES
- JOG ACRES FIRST ADDITION
- KINGSLAND COUNTRY ESTATES FOREST GLENN - SW 64TH COURT
- LAKE WEIR GARDENS
- LANDFAIR UNIT 1
- LEONARDO ESTATES – 2ND LOOP, 47TH – 50TH CT.
- UNIT ONE OF OCALA OAKS
- OCALA OAKS UNIT NO. 2
- OCALA RANCHETTES
- OCALA RIDGE (BILTMORE PARK UNIT NO. 7 NO. 10 NO. 11 – NW 52ND AVENUE
- PEPPER TREE VILLAGE
- PINE RIDGE ESTATES
- PINE RUN ESTATES
- ADDITION TO PONDEROSA SUBDIVISION
- PONDEROSA "TALL PINES"

Potential Improvement Areas

- QUAIL CREEK
- RIVERS' ACRES – SE 27TH ST. – SE 28TH ST.
- ROLLING HILLS UNIT 2 – SW 73rd STREET
- ROLLING HILLS UNIT ONE 1-A, UNIT TWO, REPLAT OF A PORTION OF ROLLING HILLS UNIT 2-A, UNIT THREE, UNIT FOUR, UNIT FIVE
- ROOSEVELT VILLAGE UNIT 1
- SILVER CREEK
- SILVER SPRINGS ACRES
- SLEEPY HOLLOW
- STONE HILL
- SUGAR PLUM ESTATES
- SUN COUNTRY ESTATES
- SUN TREE
- TRADE WINDS VILLAGE
- WEST MARION FARMS

Established Assessments

- MARION COUNTY MSBU FOR FIRE RESCUE SERVICES
- MARION COUNTY MSBU FOR RESIDENTIAL SOLID WASTE SERVICES
- STORMWATER SERVICES AND STORMWATER MANAGEMENT PROGRAM

Recommended Action

- Motion to adopt the Resolutions required by Florida State Statute, Section 197.3632, and authorize the Chairman and Clerk to execute the same.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21403 **Agenda Date:** 12/2/2025 **Agenda No.:** 6.2.

SUBJECT:
PUBLIC HEARING CANCELLED for Consideration of an Ordinance to Establish the Canterwood Acres Community Development District and Request Approval to Reschedule and Authorize Advertising a Public Hearing on Tuesday, February 3, 2026, at 10:00 a.m., or soon thereafter, in the McPherson Governmental Campus Auditorium

INITIATOR:
Chuck Varadin, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
Brian Lamb of Inframark, LLC, filed a petition on behalf of Ocala SW 100th, LLC., to establish a new community development district (CDD) for a development to be titled Canterwood Acres pursuant to F.S. Section 190.005 and Marion County's Code of Ordinances (COO) Chapter 14.5, Article III, Division 1. COO Sections 14.5-43 and -44 require a draft petition to be considered in a "counseling phase" followed by the formal petition in a "formal filing phase."

The Board previously scheduled a public hearing to consider the Canterwood Acres CDD Petition for December 2, 2025, at 10:00 a.m. An advertising error on behalf of the petitioner requires rescheduling the hearing date to comply with advertising requirements for a CDD Petition. The petitioner will be responsible for placement and funding of the necessary public notice advertising, consisting of four (4) consecutive weekly ads, in a qualified newspaper of general circulation pursuant to Chapter 50, F.S., for the hearing.

Staff recommends the new public hearing to consider the ordinance establishing the Canterwood Acres CDD on Tuesday, February 3, 2026, at 10:00 a.m., or soon thereafter, in the McPherson Governmental Campus Auditorium.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule and authorize advertising (at the petitioner's expense) a public hearing to consider an ordinance to establish the Canterwood Acres Community Development District on Tuesday, February 3, 2026, at 10:00 a.m., or soon thereafter, in the McPherson Governmental Campus Auditorium.

PETITION TO ESTABLISH
CANTERWOOD ACRES
COMMUNITY DEVELOPMENT DISTRICT

SUBMITTED TO:

MARION COUNTY

BOARD OF COUNTY COMMISSIONERS

PREPARED BY:

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

2005 PAN AM CIRCLE STE 300
TAMPA FL, 33607
TEL: 813-873-7300 FAX: 813-873-7070
www.inframarkims.com

AUGUST 1, 2025

PETITION TO ESTABLISH
CANTERWOOD ACRES
COMMUNITY DEVELOPMENT DISTRICT

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BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR MARION COUNTY, FLORIDA

IN RE: **FILE NO.:**

Petition to Establish
Canterwood Acres Community Development District
_____/

PETITION STATEMENT

Petitioner, OCALA SW 100TH, LLC, a Florida limited liability company, ("Petitioner"), hereby petitions the Board of County Commissioners for Marion County, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to adopt an order establishing a Community Development District to be known as Canterwood Acres CDD, ("District"), concerning the land described herein, and designating the land area for which the District would manage and finance the delivery of basic services, and in support therefore states the following:

1. Petitioner. OCALA SW 100TH, LLC is a Florida limited liability company with a mailing address of 4912 Turnbury Wood Drive, Tampa, FL, 33647.

2. Location and Size. The proposed District will be in Marion County, Florida ("County"). **Exhibit A** depicts the general location of the lands comprising the proposed District, which covers approximately 100.8 acres. **Exhibit B** outlines the legal description of the lands that form the district's external boundaries**.** There are no parcels within the proposed external boundaries of the District which are to be excluded. Section 190.005(1)(a)1, Florida Statutes.

3. Landowner Consent. Petitioners have obtained written consent from the owners of one hundred percent (100%) of the real property located within the District to establish the District. Documentation of consent to the establishment of the District is contained in **Exhibit C**. Section 190.005(1)(a)1, Florida Statutes.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Carla Tabshe
Address: 4912 Turnbury Wood Drive, Tampa FL 33647

Name: Tony Tabshe
Address: 4912 Turnbury Wood Drive, Tampa FL 33647

Name: Jack Tabshe
Address: 4912 Turnbury Wood Drive, Tampa FL 33647

Name: Dawson Ransome
Address: 32216 Garden Alcove Loop, Wesley Chapel FL 33545

Name: Eric Davidson
Address: 2005 Pan Am Circle, Ste 300, Tampa FL

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America. Section 190.005(1)(a)3., Florida Statutes.

5. Name. The proposed name of the District is Canterwood Acres Community Development District. Section 190.005(1)(a)4., Florida Statutes.

6. Future Land Uses. The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the local Future Land Use Plan are depicted in **Exhibit D.** The proposed land uses and zoning plan for lands contained in and around the proposed District, also depicted in **Exhibit D,** are consistent with the approved local Future Land Use Plan. Section 190.005(1)(a)7., Florida Statutes.

7. Major Water and Wastewater Facilities. **Exhibit E** indicates the location of major outfall canals and drainage basins for the lands within the proposed District and the location of existing major trunk water mains and wastewater interceptors within the currently undeveloped lands proposed to be included within the District. Section 190.005(1)(a)5., Florida Statutes.

8. District Facilities and Services. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District over an estimated two (2) phases from 2025 through to 2026. **Exhibit F** describes the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated construction costs are also identified in **Exhibit F**. Actual construction timetables and expenditures are likely to vary, due in part to the effects of future changes in economic conditions on costs such as labor, services, materials, interest rates, and market conditions. Section 190.005(1)(a)6., Florida Statutes.

9. Statement of Estimated Regulatory Costs. **Exhibit G** is the statement of estimated regulatory costs ("SERC"), prepared in accordance with the requirements of Section 120.541, Florida Statutes. The cost estimates submitted were prepared in conjunction with the developer and engineer and represent general estimates for the public infrastructure costs only, as the project will be developed in two phases. Competitive bids will be received, subject to the approved plans. The District will only finance a portion of the public improvement costs with long-term bonds. Section 190.005(1)(a)8., Florida Statutes.

10. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Inframark LLC c/o Brian Lamb as its authorized agent. See **Exhibit H** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Brian Lamb
Inframark LLC
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
(813) 239-4924 (telephone)
(813) 873-7070 (facsimile)

11. This petition to establish the Canterwood Acres Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the County Comprehensive Plan.

b. The land area within the proposed District is part of a planned community. It is sufficiently large, compact, and contiguous to be developed as one functional and interrelated community.

c. The District provides the best mechanism for delivering community development services and facilities to the proposed community. The Petitioner expects that the establishment of the proposed District will promote development of the land within the District by providing for a more efficient use of resources. That development will in turn benefit Marion County and its residents outside the District by increasing the ad valorem tax base of Marion County and generating water and wastewater impact fees which will assist Marion County to meet its obligations to repay certain bonded indebtedness and transportation and other impact fees as well.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Board of County Commissioners of Marion County to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for security, including, but not limited to walls, fences and electronic intrusion detection all as authorized and described by Section 190.012(2)(a) and (d), Florida Statutes.

Respectfully submitted,



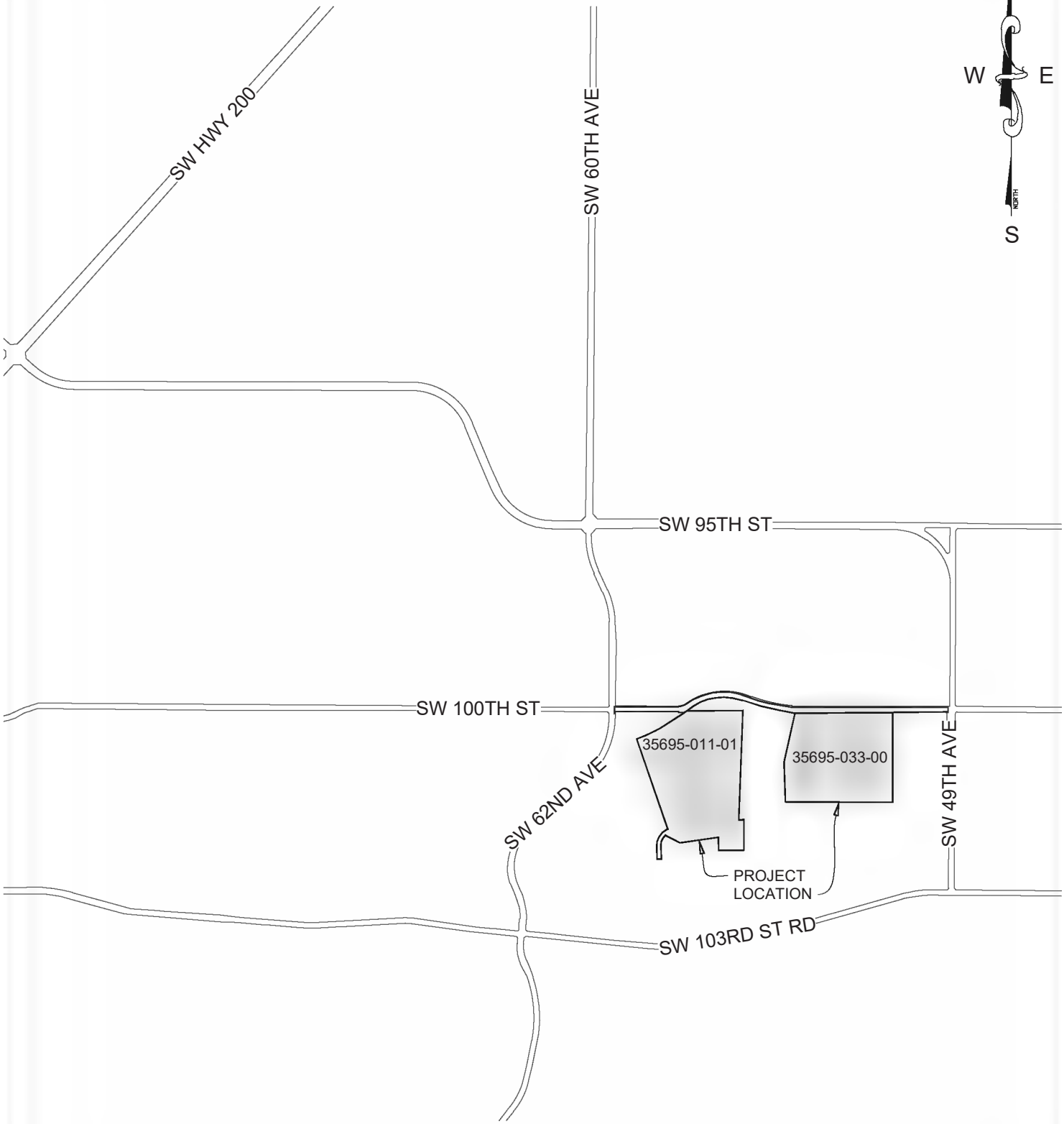
Brian K. Lamb – Vice President of
Development Services
INFRAMARK, LLC
2005 Pan Am Circle, Suite 300,
Tampa, FL 33607
Tel: (813) 873-7300 ext. 340
E-Mail: brian.lamb@inframark.com
Authorized Agent for Petitioner

EXHIBIT A

General Location and Aerial Map

CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT

MARION COUNTY, FL



Project Name: 2025-19 Canterwood Acres CCD(100th PUDs)	Drawn: MIK	MICHAEL W. RADCLIFFE ENGINEERING, INC.
Sheet Name: Location Map	Scale: 1"=2000'	2611 S.E. Lake Weir Avenue Ocala, FL 34471 (352) 629-5500 FAX (352) 629-1010
	Date: 2025-07-31	Certificate No. EB-0006198 Michael W. Radcliffe P.E. #31170 · Christopher A. Gwin P.E. #66568
		www.radcliffeengineering.com

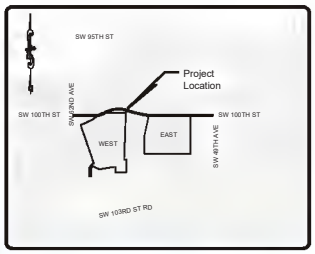
©

SW 100th STREET PUDs - EAST & WEST

OVERALL AERIAL MAP

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



LOCATION MAP
SCALE: 1" = 2000'
OCALA, FLORIDA
SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST



MICHAEL W. RADCLIFFE ENGINEERING, INC.
Certificate No. EB-26918 • Ocala, FL 34474
www.radcliffeengineering.com

Project Name: SW 100th Street
Sheet Name: OVERALL AERIAL MAP

Sheet No.
C001
of
C001

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EXHIBIT B

Metes and Bounds & Sketch

SKETCH OF LEGAL DESCRIPTION
FOR
CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT

LEGAL DESCRIPTION:

CANTERWOOD ACRES WEST PARCEL
COMMENCING AT THE N.E. CORNER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, GO THENCE ALONG THE CENTERLINE OF BELMONT BOULEVARD N89°47'13"W A DISTANCE OF 2102.61 FEET TO A POINT; THENCE BY A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2400 FEET AND A CENTRAL ANGLE OF 21°35'51" THRU AN ARC DISTANCE OF 904.67 FEET TO A POINT; THENCE GO S21°48'38"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD., ALSO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE N.W. CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 955, AT PAGE 613; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE GO S02°13'58"W A DISTANCE OF 1722.72 FEET TO A POINT; THENCE N83°50'00"E A DISTANCE OF 62.14 FEET TO A POINT AT THE N.W. CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 908, PAGE 557, THENCE S00°36'37"W A DISTANCE OF 442.31 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES, AS RECORDED IN PLAT BOOK 1, PAGES 13–14; THENCE N89°23'23"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 365.67 FEET TO A POINT; THENCE N00°44'15"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 190.76 FEET TO A POINT; THENCE S81°46'49"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 565.89 FEET TO A POINT; THENCE N62°07'27"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 240.00 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES BY A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 186.99 FEET, A CENTRAL ANGLE OF 51°30'00" AND THRU AN ARC DISTANCE OF 168.07 FEET TO A POINT; SAID POINT BEING THE POINT OF TANGENCY OF SAID CURVE; THENCE S01°30'00"E ALONG THE WEST BOUNDARY OF AFORESAID ALEJANDRIA ESTATES 198.05 FEET; THENCE S88°30'00"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 60.00 FEET TO A POINT; THENCE N01°30'00"W A DISTANCE OF 198.05 FEET TO A POINT; THENCE BY A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 246.99 FEET, A CENTRAL ANGLE OF 72°27'04" AND THRU AN ARC DISTANCE OF 312.39 FEET TO A POINT; THENCE N19°02'19"W A DISTANCE OF 1387.37 FEET TO A POINT; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD.; THENCE GO ALONG SAID SOUTH RIGHT OF WAY LINE OF BELMONT BLVD. BY A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2040 FEET, A CENTRAL ANGLE OF 14°54'01" AND THRU AN ARC DISTANCE OF 530.52 FEET TO A POINT; THENCE N56°03'40"E A DISTANCE OF 377.76 FEET TO A POINT; THENCE BY A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 835.00 FEET, A CENTRAL ANGLE OF 55°44'58" AND THRU AN ARC DISTANCE OF 812.46 FEET TO THE POINT OF BEGINNING.
EXCEPT ANY PORTION OF THE ABOVE DESCRIBED LAND LYING IN SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST.

CANTERWOOD ACRES EAST PARCEL
COMMENCING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE GO ALONG THE EAST LINE OF SAID SECTION 28, S00°36'37"W, A DISTANCE OF 40.00 FEET; THENCE GO ALONG THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD, N89°47'13"W, A DISTANCE OF 828.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE N89°47'13"W, A DISTANCE OF 1274.02 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2440.00 FEET, A CENTRAL ANGLE OF 3°24'13" AND AN ARC DISTANCE OF 144.95 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S12°19'53"W, A DISTANCE OF 725.71 FEET; THENCE S00°36'37"W, A DISTANCE OF 575,17 FEET; THENCE S89°23'23"E, A DISTANCE OF 1564.30 FEET; THENCE N00°36'37"E, A DISTANCE OF 1291.33 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON THE DEEDS OF RECORD, RECORDED IN OFFICIAL RECORDS BOOK 7628, PAGE 466 AND OFFICIAL RECORDS BOOK 7620, PAGE 713, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

Mekelle M Boyer
Digitally signed by Mekelle M Boyer
Date: 2025.07.21 20:36:33 -04'00'

MEKELLE M. BOYER License Number 7398 STATE OF FLORIDA Professional Surveyor and Mapper

MEKELLE M. BOYER DATE
PROFESSIONAL SURVEYOR & MAPPER
REGISTRATION No. 7398
STATE OF FLORIDA

ROGERS ENGINEERING & Land Surveying
• 1105 S.E. 3rd Avenue • Ocala, Florida 34471
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE	DATE
N.T.S.	7/14/2025

SHEET 2 OF 2

SKETCH OF LEGAL DESCRIPTION
FOR
CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT

LEGEND

R/W	RIGHT OF WAY
C/L	CENTERLINE
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
(C)	CALCULATED MEASUREMENT
R	RADIUS
D or Δ	CENTRAL ANGLE
L	ARC LENGTH
P.B.	PLAT BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK

CURVE TABLE			
CURVE #	R	Δ	L
C1	186.99'	51°30'00"	168.07'
C2	246.99'	72°27'04"	312.39'
C3	2040.00'	14°54'01"	530.52'
C101	2440.00'	3°24'13"	144.95'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S02°13'58"W	1594.29'
L2	N83°50'00"E	62.14'
L3	S00°36'37"W	442.31'
L4	N89°23'23"W	365.67'
L5	N00°44'15"W	190.76'
L6	S81°46'49"W	565.89'
L7	N62°07'27"W	240.00'
L8	S01°30'00"E	198.05'
L9	S88°30'00"W	60.00'
L10	N01°30'00"W	198.05'
L11	N19°02'19"W	1387.37'
L12	N56°03'40"E	309.14'
L13	S89°28'50"E	828.43'
L101	N89°47'13"W	1274.02'
L102	S12°19'53"W	725.71'
L103	S00°36'37"W	575.17'
L104	S89°23'23"E	1564.30'
L105	N00°36'37"E	1291.33'

ROGERS ENGINEERING & Land Surveying
• 1105 S.E. 3rd Avenue • Ocala, Florida 34471
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE
1" = 500'

DATE
7/14/2025

EXHIBIT C

Land Owner Consents and Deeds

CONSENT AND JOINDER OF LANDOWNER TO THE ESTABLISHMENT OF THE CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT

The undersigned owns certain lands more fully described on **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Ocala SW 100th, LLC ("Petitioner") intends to submit a petition to create the Canterwood Acres Community Development District per the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands that are intended to constitute a portion of the Canterwood Acres Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes,* the Petitioner is required to include the written consent to the establishment of the Canterwood Acres Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of the Canterwood Acres Community Development District, which will include the Property within the lands to be a part of the Community Development District, and agrees to execute further any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever occurs first. The undersigned further agrees that this consent shall be deemed to run with the Property and be binding upon the owner and its successors and assigns as to the Property or portions thereof.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

(SIGNATURE PAGE TO FOLLOW)

Executed this 23rd day of April, 2025.

Ocala SW 100th, LLC

By: _____

Its: Manager

Witnesses:

Signature: _____

Print Name: _____

Signature: _____

Print Name: Micheline Tabshe

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me utilizing [✓] physical presence or [ ] online notarization, this 23rd day of April, 2025, by Joseph Tabshe, as Manager of OCALA SW 100TH, LLC. He/She ☑ is personally known to me, or ☐ has produced _____ as identification.

_____

NOTARY PUBLIC, STATE OF FLORIDA

Pablo Toranzo

(Print, Type or Stamp Commissioned Name of Notary Public)

NOTARY PUBLIC STATE OF FLORIDA

PABLO DE JESUS TORANZO

Commission # HH 437388

Expires August 24, 2027

Prepared by
Jorge Sanchez-Galarraga, Esq.
1313 Ponce De Leon Boulevard Suite 301
Coral Gables, FL 33134
And return to:
Southern Title Services of Tampa Bay, Inc.
17818 U.S. Hwy 41 N., Lutz, FL 33549

Parcel Identification No. **R35695-011-01**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 18 day of **November, 2021** between **Enrique Suarez, a married man** whose post office address is **10490 SW 138 Street, Miami, FL 33176** of the County of **Miami-Dade**, State of **Florida**, grantor*, and **Ocala SW 100th, LLC, a Florida limited liability company** whose post office address is **4912 Turnbury Wood Drive, Tampa, FL 33647** of the County of **Hillsborough**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Marion County, Florida**, to-wit:

Commencing at the N.E. corner of Section 28, Township 16 South, Range 21 East, Marion County, Florida, go thence along the centerline of Belmont Boulevard N.89 degrees 47'13"W. a distance of 2102.61 feet to a point; thence by a curve concave to the North having a radius of 2400 feet and a central angle of 21 degrees 35'51" thru an arc distance of 904.67 feet to a point; thence go S.21 degrees 48'38"W. a distance of 40.00 feet to a point on the South right of way line of Belmont Blvd., also the Point of Beginning; said point also being the N.W. corner of the property described in Official Records Book 955, at Page 613; thence leaving said South right of way line go S.02 degrees 13'58"W. a distance of 1722.72 feet to a point; thence N.83 degrees 50'00"E. a distance of 62.14 feet to a point at the N.W. corner of the property described in Official Records Book 908, Page 557, thence S.00 degrees 36'37"W. a distance of 442.31 feet to a point on the Northerly boundary of Alejandria Estates, as recorded in Plat Book 1, Pages 13-14; thence N.89 degrees 23'23"W. along said Northerly boundary of Alejandria Estates 365.67 feet to a point; thence N.00 degrees 44'15"W. along said Northerly boundary of Alejandria Estates 190.76 feet to a point; thence S.81 degrees 46'49"W. along said Northerly boundary of Alejandria Estates 565.89 feet to a point; thence N.62 degrees 07'27"W. along said Northerly boundary of Alejandria Estates 240.00 feet to a point; thence continue along said Northerly boundary of Alejandria Estates by a curve concave to the East, having a radius of 186.99 feet, a central angle of 51 degrees 30'00" and thru an arc distance of 168.07 feet to a point; said point being the point of tangency of said curve; thence S.01 degrees 30'00"E. along the West boundary of aforesaid Alejandria Estates 198.05 feet; thence S.88 degrees 30'00"W. along said Northerly boundary of Alejandria Estates 60.00 feet to a point; thence N.01 degrees 30'00"W. a distance of 198.05 feet to a point; thence by a curve concave to the East having a radius of 246.99 feet, a central angle of 72 degrees 27'4" and thru and arc distance of 312.39 feet to a point; thence N.19 degrees 02'19"W. a distance of 1387.37 feet to a point; said point being on the South right of way line of Belmont Blvd.; thence go along said South right of way line of Belmont Blvd. by a curve concave to the North having a radius of 2040 feet, a central angle of 14 degrees 54'01" and thru an arc distance of 530.52 feet to a point; thence N.56 degrees 03'40"E. a distance of 377.76 feet to a point; thence by a curve concave to the South having a radius of 835.00 feet, a central angle of 55 degrees 44'58" and thru an arc distance of 812.46 feet to the Point of Beginning.
Except any portion of the above described land lying in Section 21, Township 16 South, Range 21 East.

DoubleTime®

Prepared by
Belinda Stephenson, an employee of
First American Title Insurance Company
1808 East Silver Springs Blvd
Ocala, Florida 34470
(352)690-1787

Return to: Grantee

File No.: 14203-2700802

WARRANTY DEED

THIS INDENTURE, executed on **November 10, 2021**, between

Coba Homes Corporation, a Florida corporation (f/k/a Coho Inc., as evidenced by an amendment to the Articles of Incorporation recorded in Official Records Book 2248, Page 856, Marion County, Florida)

whose mailing address is: 8201 SW 128TH STREET, PINECRET, FL 33156,
hereinafter called the "grantor", and

OCALA SW 100TH, LLC, a Florida limited liability company

whose mailing address is: 4912 Turnbody Wood Drive, Tampa, FL 33647,
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

WITNESSETH: The grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirms unto the grantee, their heirs and assigns, all that certain land situate in **Marion** County, **FL**, to-wit:

See Exhibit "A" attached hereto

Parcel Identification Number: **35695-033-00**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2021.

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
CFN# 2021156557 BK 7620 Pgs 0713-0715 11/12/2021 04:11:28 PM
REC FEE 27.00 INDEX DEED DOC 12,600.00

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Coba Homes Corporation, a Florida corporation

By: George D. Coba
Name: George D. Coba
Title: President

Signed, sealed and delivered in our presence:

Witness Signature

Lizzie Nunez
Print Name

Witness Signature

Eduardo Yong.
Print Name

State of Florida

County of Miami-Dade

The Foregoing Instrument Was Acknowledged before me by means of ☒ physical presence or ☐ online notarization, on November 05th 2021, by **George D. Coba, as President, on behalf of Coba Homes Corporation, a Florida corporation**, existing under the laws of the State of **Florida.**

Notary Public

Mariana Gomez
(Printed Name)

My Commission expires: July 17, 2022

Personally Known ☐ OR Produced Identification ☑
Type of Identification Produced a valid driver's license

NOTARY PUBLIC
MARIANA GOMEZ
Notary Public, State of Florida
Commission# GG 238884
My comm. expires July 17, 2022

{Notarial Seal}

GREGORY C HARRELL MARION COUNTY FL
CFN# 2021156557 OR BK 7620 PG 714 Pgs 0713-0715 11/12/2021 04:11:28 PM

EXHIBIT "A"

Legal Description

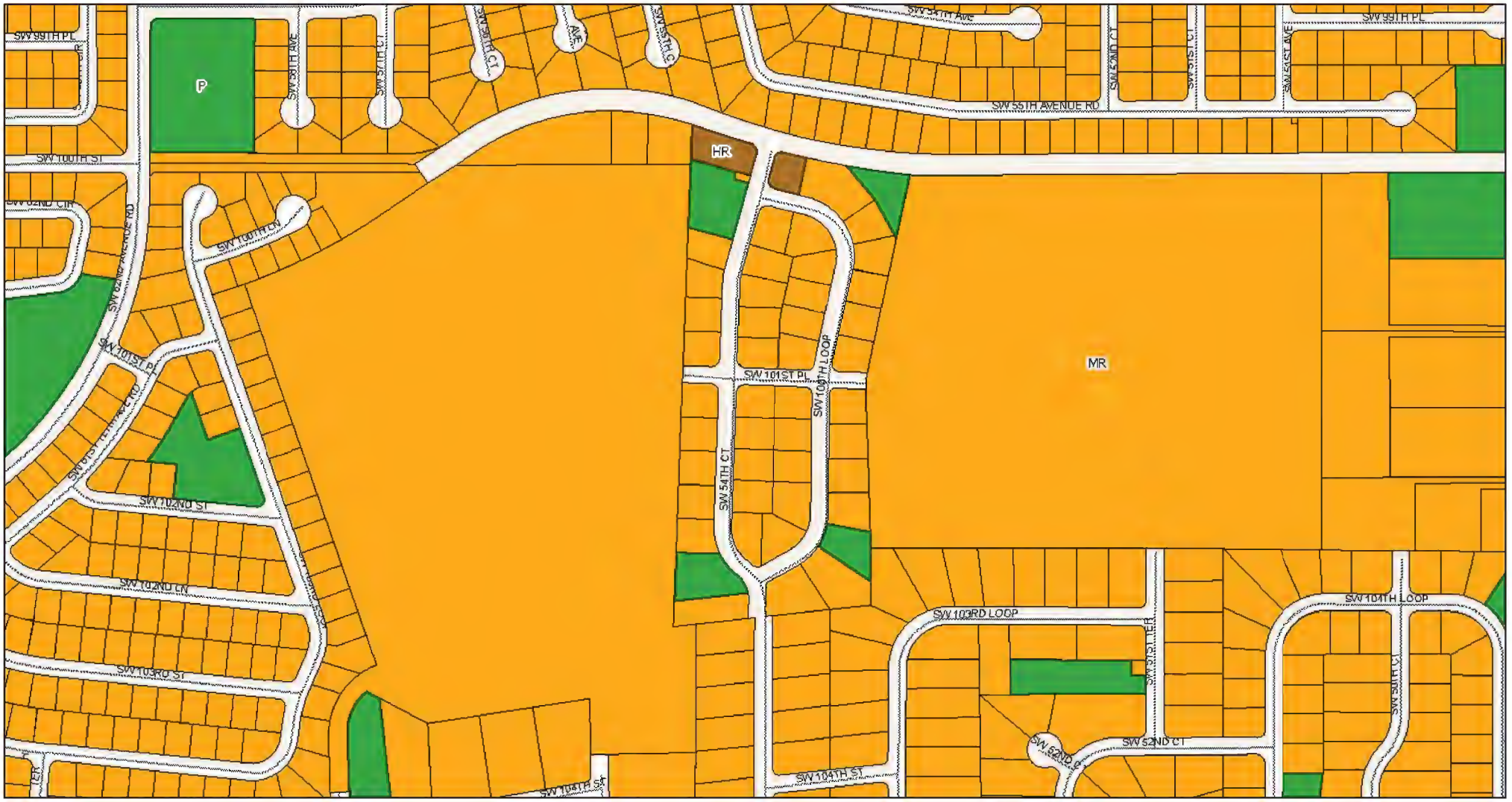
Commencing at the Northeast corner of Section 28, Township 16 South, Range 21 East, Marion County, Florida, thence go along the East line of said Section 28, S.00°36'37"W., a distance of 40.00 feet; thence go along the South right of way line of Belmont Blvd, N.89°47'13"W., a distance of 828.31 feet to the POINT OF BEGINNING; thence continue along said South right of way line N.89°47'13"W., a distance of 1274.02 feet to a point of curve concave Northwesterly having a radius of 2440.00 feet, a central angle of 3°24'13" and an arc distance of 144.95 feet; thence leaving said South right of way line S.12°19'53"W., a distance of 725.71 feet; thence S.00°36'37"W., a distance of 575.17 feet; thence S.89°23'23"E., a distance of 1564.30 feet; thence N.00°36'37"E., a distance of 1291.33 feet to the POINT OF BEGINNING.

GREGORY C HARRELL MARION COUNTY FL
CFN# 2021156557 OR BK 7620 PG 715 Pgs 0713-0715 11/12/2021 04:11:28 PM

EXHIBIT D

Future Land Use and Zoning Maps

Marion County Florida - Interactive Map



6/17/2025, 2:33:13 PM

1:4,514

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Marion County BOCC

Marion County

Future Land Use

- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Public (N/A; FAR 1.0)
- Streets

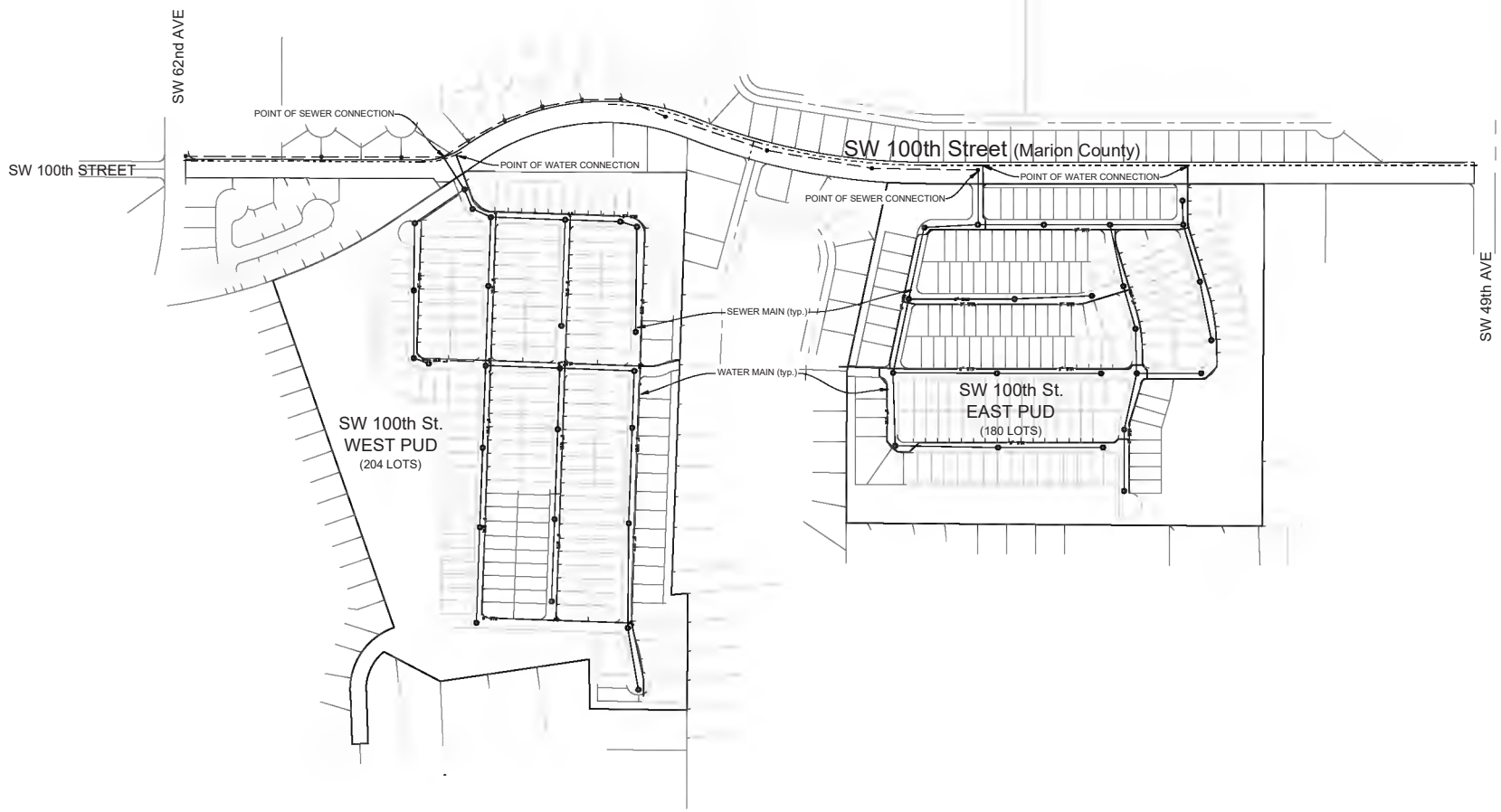
Marion County Board of County Commissioners
This map is provided "as is" without any warranty or representation of accuracy, timeliness, completeness, merchantability, or fitness. The user is responsible for verifying any information and assumes all risk for reliance on any information herein.

EXHIBIT E

Major Water and Sewer

CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT

OVERALL WATER & SEWER MAP



MICHAEL W. RADCLIFFE ENGINEERING, INC.
Civil Engineering • Land Planning • Surveying
Ocala, FL 34481 (352) 854-2008
Gainesville, FL 32608 (352) 377-2008
www.radcliffeengineering.com

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Project Name: SW 100th Street
Sheet Name: OVERALL WATER & SEWER MAP

Sheet No.
C001
of
C001

EXHIBIT F

Infrastructure Plan & Timetable and Estimated Costs

CANTERWOOD ACRES
Community Development District
Proposed Infrastructure Costs and Timeline

Description		2025-2026 District Estimated Costs		Total
Stormwater Management	$	1,772,837	$	1,772,837
Sanitary Sewer Collection	$	1,630,283	$	1,630,283
Water Distribution	$	1,592,120	$	1,592,120
Roadways	$	3,078,492	$	3,078,492
Recreational Facilities	$	1,250,000	$	1,250,000
Landscape Hardscape Irrigation	$	3,000,000	$	3,000,000
Professional Services	$	750,000	$	750,000
Contingency	$	1,544,511	$	1,544,511
TOTAL			$	14,618,243

CANTERWOOD ACRES
Community Development District
Proposed Infrastructure Plan

Facility	Construction Funded By	Ownership	Operation & Maintenance
Roadways Within the District	CDD	CDD	CDD
Sanitary Sewer Collection System	CDD	County	County
Water Distribution System	CDD	County	County
Stormwater Management	CDD	CDD	CDD
Landscape/Hardscape/Irrigation	CDD	CDD	CDD
Amenities and Recreational Facilities	CDD	CDD	CDD
Professional Services	CDD		
Contingency	CDD		

EXHIBIT G

Statement of Estimated Regulatory Costs

CANTERWOOD ACRES
COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF ESTIMATED REGULATORY COSTS

PREPARED BY:



AN EXPERIENCED TEAM OF SPECIAL TAXING DISTRICT EXPERTS

2005 Pan Am Circle
Suite 300
Tampa, Florida 33607
(813) 873-7300
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AUGUST 1, 2025

STATEMENT OF ESTIMATED REGULATORY COSTS
FOR THE ESTABLISHMENT OF THE
CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT

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   b. Is Likely To Have An Adverse Impact On Business Competitiveness, Including The Ability Of Persons Doing Business In The State To Compete With Persons Doing Business In Other States Or Domestic Markets, Productivity, Or Innovation In Excess Of $1 Million In The Aggregate Within 5 Years After The Implementation Of The Rule; Or
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I. INTRODUCTION

1. Definitions

The following defined terms are used throughout this document:

"Agency" means each other unit of government in the state, including counties and municipalities, to the extent they are expressly made subject to this act by general or special law or existing judicial decisions.

"County" means Marion County, Florida

"Developer" means Ocala SW 100th, LLC

"District" means Canterwood Acres Community Development District

"Petition" means the petition filed with Marion County to establish Canterwood Acres Community Development District

"Petitioner" means Ocala SW 100th, LLC

"Ordinance" means the proposed ordinance creating Canterwood Acres Community Development District

2. Purpose

This Statement of Estimated Regulatory Costs ("SERC") is intended to fulfill the requirements of Section 190.005, Florida Statutes ("F.S.") which outlines the required elements of a valid petition to establish a community development district. Specifically, Section 190.005(1)(a)8, F.S., requires that a SERC is prepared per Section 120.541, F.S.

The scope of this SERC is limited to the factors considered to be material or relevant to the Community Development District establishment process and, more specifically, those items for inclusion required by Section 120.541(2), F.S.

3. Overview of Canterwood Acres Community Development District

The proposed District will encompass approximately 100.8 acres. This Petition establishes the District and defines a plan to finance, acquire, construct, and maintain the following types of infrastructure, including, but not limited to, District Roads, Stormwater Management, Utilities (Potable Water and Wastewater), Irrigation, Landscaping, and Wetland/Preserve Areas.

The District will finance the infrastructure improvements described above through special or non-ad valorem assessment revenue bonds. Annual assessments will be levied against all benefited properties within the District through special or non-ad valorem assessments. Par values are assigned to individual units to permit the prepayment of debt service obligations if the property owner desires. Ongoing operations and maintenance for District-owned facilities will be funded through maintenance assessments levied against all properties that benefit from the District. The District is structured to be financially independent as intended by the Legislature. It does not require any subsidy from the State of Florida or any tax dollars from those residents of the County generated outside the District. It will not place any additional economic burden on those persons not residing within the District.

According to the Additional Requirements promulgated by the Marion County Code, the author has prepared the following five (5) statements within the instant calendar year:

1. Northridge CDD – Pasco County, Florida.
2. Kings Creek II CDD – City of Jacksonville, Florida
3. Vista DiRoma CDD – Hillsborough County, Florida
4. Sunstone II – City of Groveland, Florida
5. Two Rivers North CDD – Hillsborough County, Florida

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II. STATUTORY REQUIREMENTS

Section 120.541 (2), F.S., read in conjunction with Section 190.005(1)(a)8, F.S., outlines the requirements of a valid SERC:

(1) An economic analysis showing whether the rule directly or indirectly:

a. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment over $1 million in the aggregate within 5 years after the implementation of the rule;

b. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation above $1 million in the aggregate within 5 years after the implementation of the rule; or

c. Is likely to increase regulatory costs, including any transactional costs, above $1 million in the aggregate within 5 years after the rule's implementation.

(2) A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

(3) A good faith estimate of the cost to the agency and to any other state and local government entities of implementing and enforcing the proposed ordinance and any anticipated effect on state or local revenues.

(4) A good faith estimate of the transactional costs likely incurred by individuals and entities, including local government entities, required to comply with the ordinance's requirements. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based on standard business practices and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the ordinance, additional operating costs incurred, the cost of monitoring and reporting and any other costs necessary to comply with the Ordinance.

(5) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S.

(6) Any additional information that the agency determines may be helpful.

(7) A description of any regulatory alternatives or the reasons for rejecting the alternative in favor of the establishment of the District.

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1. An Economic Analysis Showing Whether The Rule Directly Or Indirectly:

a. Is likely to have an adverse impact on Economic Growth, Private Sector Job Creation Or Employment, Or Private Sector Investment Above $1 Million In The Aggregate Within 5 Years After The Implementation Of The Rule;

b. Is likely to have an adverse impact on Business Competitiveness, Including The Ability Of Persons Doing Business In The State To Compete With Persons Doing Business In Other States Or Domestic Markets, Productivity, Or Innovation Above $1 Million In The Aggregate Within 5 Years After The Implementation Of The Rule; Or

c. Is Likely To Increase Regulatory Costs, Including Any Transactional Costs, Above $1 Million In The Aggregate Within 5 Years After The Rule Implementation.

The District is not likely to harm the items described above in (1) a., (1) b., and (1) c. above.

Economic Growth

The lands within the proposed District have undergone preliminary horizontal earthwork and construction. The District establishment will likely have no adverse impact above $1 million. On the contrary, it will likely encourage economic growth over the next 5 years by facilitating the development of the District as a functionally connected community and promoting the compact and financial enhancement of formerly unimproved land. The increase in costs associated with providing additional public infrastructure and services for development will be matched by a comparable increase in revenues. These revenues will be generated by levying assessments against benefited land within the District, of which the relative ratio of revenues to expenditures will change little over time. The District is structured to be self-sufficient in acquiring revenues necessary to fund budgeted expenditures and will positively impact economic growth.

In addition, the option to establish a Community Development District provides a financing mechanism to (i) fund public Infrastructure at a low cost of capital, and (ii) on a timely, self-sufficient basis. The District will be used to finance basic public infrastructure and services. Owners of property within the District agree to a lien on their property, which will be reduced over time through the annual payment of a special assessment. The assessment is used to pay debt service on bonds and/or annual maintenance and District operating expenditures, secured further by the assessed property as collateral. Assessment liens are superior to private liens, such as construction or mortgage loans. This structure results in a lower cost of capital than is otherwise available to fund public infrastructure and supports community development. New development leads to increased property values, a broader tax base, and higher tax revenues for the community. It also creates an immediate demand for new streets, water and sewer capacity, and other infrastructure necessities. The District will fund, construct, and/or acquire the public infrastructure serving lands within the District. New growth can "pay for itself" instead of burdening an entire community with its costs.

Job Creation

Compared to the existing land use of the property, the development of the District and subsequent residential improvements would trigger private job creation. In general, volatility in the number of home-building projects in a region can have considerable ramifications for the productivity levels of many other local industries. A jump in residential construction drives the demand for steel, wood, electricity, glass, plastic, wiring, piping, and concrete. The need for skilled construction workers, such as bricklayers, carpenters, and electricians, also soars. By one estimate, some 1,500 full-time jobs are created for every 500 single-family homes under construction. In 2012, the National Association of Home Builders (NAHB) estimated that the impacts of increased home building included the creation of three new jobs and $23,000 in state and local taxes from constructing one average new single-family home. In April of 2020, the NAHB released its

estimates of the economic impact that residential construction has on the economy, which included the following:

- Building an average single-family home: 2.90 jobs, $129,647 in taxes
- Building an average rental apartment: 1.25 jobs, $55.909 in taxes
- $100,000 spent on remodeling: 0.75 jobs, $29,797 in taxes

Transactional Costs and Competitiveness
In the aggregate, transactional costs exceeding $1 million are unlikely to occur within 5 years after the establishment and development of the District are completed. Any transactional costs are covered by the assessments described above. The establishment of the District is unlikely to harm business competitiveness, including the ability of persons or entities to conduct trade with businesses located in other states and/or domestic business partners, productivity, or innovation, above $1 million in aggregate, within 5 years. Home building will increase the property tax base, which is responsible for generating revenues that support local schools and community infrastructure, ultimately leading to a more competitive County.

2. A Good Faith Estimate Of The Number Of Individuals And Entities Likely To Be Required To Comply With The Ordinance, Together With A General Description Of The Types Of Individuals Likely To Be Affected By The Ordinance.

The individuals and entities likely to be required to comply with the Ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized as follows: The State of Florida and its residents, the County and its residents, current property owners within the District, and future property owners within the District.

THE STATE OF FLORIDA

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment of the District. They will only be affected by the expenditures the State incurs, which will be offset by nominal administrative costs outlined in Section 3 below.

MARION COUNTY

The County and its residents not residing within the District will be affected to the degree that human resources are expended on document review and the partnership approach required for this development. The county has established a petition review fee, which is intended to compensate for the efforts of County staff in the district establishment review process.

CURRENT PROPERTY OWNERS WITHIN THE DISTRICT

The current property owners of the lands within the District will not be negatively affected by the District's creation. In fact, the current property owners will benefit from the District by facilitating land development and improvements within the District.

FUTURE PROPERTY OWNERS

Future property owners are those who will own property in the proposed District. They will be affected to the extent that the District allocates debt for the construction of public infrastructure improvements and undertakes operation and maintenance responsibility for specific infrastructure and administration.

3. A Good Faith Estimate Of The Cost To The Agency, And To Any Other State And Local Entities, Of Implementing And Enforcing The Proposed Ordinance And Any Anticipated Effect On State And Local Revenues.

3.1. Cost To The Agency And To Any Other State And Local Entities Of Implementing And Enforcing The Proposed Ordinance

State Government Entities

Upon establishing the District, the State of Florida will incur only nominal administrative costs to review the required periodic reports pursuant to Chapters 190 and 189, F.S. These reports include the annual financial report, annual audit, and public financing disclosures. These reporting requirements will take effect upon the establishment of the District and will create the need for additional reporting of District expenditures. To offset these costs, the Legislature has established a maximum fee of $175 per District per year to pay the expenses incurred by the Special Districts Information Program to administer the reporting requirements of Chapter 189, F.S. Because the District, as defined in Chapter 190, F.S., is designed to function as a self-sufficient, independent special-purpose governmental entity, it is responsible for its own management. Therefore, no additional burden has been placed on the State due to the District's establishment except for the reporting requirements outlined above or later established by law.

Marion County

Upon establishing the District, the County will not incur any quantifiable ongoing costs resulting from its existence. The District would be responsible for submitting its annual budget, financial report, audit, and public financing disclosures to the County. Since there are no legislative requirements for review or action, neither agency will necessarily incur any costs. The County, however, may choose to review these documents, which are offset by a fee paid to the County for the administrative review process.

In addition, the District may choose to collaborate with the Marion County Property Appraiser and the Marion County Tax Collector to collect special or non-ad valorem assessments levied to repay bonds issued for the acquisition and construction of public infrastructure improvements. Fees charged to the District will offset the costs incurred by these agencies to make these collections. Therefore, no additional burden is placed on the County to collect the revenue.

3.2. Any Anticipated Effect on State and Local Revenues

It is anticipated that the approval of this petition will not negatively impact state revenues. The District has the potential for an increase in state sales tax revenue resulting from a stimulated economy. However, it is impossible to estimate this increase with any certainty. Additionally, local ad valorem tax revenues may increase due to prolonged increases in property values resulting from the District's construction, infrastructure installation, and ongoing maintenance services. Similarly, private development within the District, which the District's activities will facilitate, is expected to impact property values positively and, consequently, ad valorem taxes. Additional revenues will be generated by future residents of the District,

including, but not limited to, increased gas tax collections, utility taxes, and fees from both public and private utilities. In addition, impact fees and development permit revenue are expected to be generated by private development within the District, and local revenues are also expected to increase accordingly.

There is no cause for concern that a District obligation could become a State or County obligation, thereby negatively affecting state or local revenues. This cannot occur as Chapter 190 specifically addresses this issue and states: "It is further the purpose and intent of the Legislature that no debt or obligation of a district constitutes a burden on any local general-purpose government without its consent." Section 190.002(3), F.S. "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state." Section 190.016(15), F.S.

4. A Good Faith Estimate Of The Transactional Costs Likely To Be Incurred By Individuals And Entities, Including Local Government Entities, Required To Comply With The Requirements Of The Ordinance.

The transactional costs associated with establishing the District are primarily related to financing infrastructure improvements. The District will determine what infrastructure it considers prudent to finance through the sale of bonds. When the District decides to issue bonds, assessments will be levied against benefited property owners within the District. The revenue generated by the payment of these assessments will be used to repay the bonds. The real estate within the district secures the obligation to pay the assessments. It is transferred proportionately to new property owners upon selling any portions of the property.

Operations and maintenance assessments will be imposed on the District's property owners to fund infrastructure maintenance costs. As with the special assessments for infrastructure acquisition and construction, landowners are responsible for paying these assessments based on their relative property ownership of the areas benefiting from infrastructure improvements and subsequent maintenance.

All persons choosing to acquire property in the District will be responsible for such assessments in addition to the taxes or assessments imposed by the County and/or other taxing authorities.

Landowners receive substantial benefits in exchange for paying these special assessments. Specifically, these individuals can expect to receive a higher level of service because they, as property owners, elect the members of the District's Board of Supervisors. Furthermore, the District is limited in jurisdiction, and responsibility is constrained to a single development. Therefore, the District administrators should be extremely accessible and responsive to the needs of the property owners within the District. Community Development Districts provide the opportunity for a higher level of service to county residents without impacting the service capacity of other local governments.

5. An Analysis Of The Impact On Small Businesses As Defined By Section 288.703, F.S., And An Analysis Of The Impact On Small Counties And Small Cities As Defined By Section 120.52, F.S..

Section 288.703, F.S., defines "Small Business" as:

> An independently owned and operated business concern employs 200 or fewer permanent full-time employees and, with its affiliates, has a net worth of not more than $5 million, or any firm based in this state with an Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

Section 120.52, F.S., defines "Small City" as:

> Any municipality that has an unincarcerated population of 10,000 or less, according to the most recent decennial census.

Section 120.52, F.S. defines "Small County" as:

> Any county that has an unincarcerated population of 75,000 or less, according to the most recent decennial census. According to the 2020 US Census's Rank of Florida Counties by Population Size in 2020 and Population Distribution, the county's total estimated population was 375,908, making it the 19th largest county in the state.

The proposed District should not have any negative impact on small businesses. Large or small businesses can locate their operating facilities within a community development district, provided the local governmental authority has issued the appropriate land use approvals. Those who choose this option will be subject to the financial obligations imposed by the District but will enjoy the resulting benefits derived from operating within the District's boundaries. Currently, the proposed District does not contain any potential commercial property and, therefore, would not contribute to any competition with the local business community.

The financial obligations would be in the form of special assessments, while the benefits would be in the form of higher-quality and lower-cost development. This should, in theory, be more conducive to a business's economic success.

Furthermore, the District operates in accordance with Florida's "Sunshine" laws and must follow specific competitive bidding requirements for certain goods and services it purchases. As a result of the District's establishment and the subsequent development, small businesses should be better able to compete for District business serving the lands to be included within the District. The District does not discriminate regarding the size of businesses that can be located within the boundaries or transact business with the District.

The development of the District will have a positive impact on the local economy's small businesses. As outlined above, the success of the development will generate increased employment and stimulate economic activity in the area through increased construction expenditures related to infrastructure and private development, thus providing enhanced opportunities for small businesses.

The County is not a small county; the development and improvement of the property subject to this establishment petition should not affect nearby small cities.

6. Any Additional Information That the Agency Determines May Be Useful

This Statement of Estimated Regulatory Costs was prepared for the proposed establishment of the Canterwood Acres Community Development District and represents the best cost estimate at this time. Certain data utilized in this report was provided by the Petitioner/Developer and other associated professionals and represents the best information available to date. Inframark LLC has prepared this report, and the assertions and findings are based on research, observation, and the experience of its employees in public policy making and district management.

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7. An Analysis of Alternatives for Delivering Community Development Services and Facilities

Analysis Of Alternatives For Delivering Community Development Services And Facilities To Be Served By The Canterwood Acres Community Development District

(Section 190.005(1)(e)4, Florida Statutes)

Alternative	Description	Analysis
County Financing	The County is responsible for managing the construction of the roadways and all other infrastructure associated with the development. In addition, the County is responsible for maintaining the utilities.	Regardless of the specific mechanism (i.e., MSTU, MSBU, Dependent District), the County would incur costs associated with financing and management of the construction. The source of necessary construction funds would be the County's general revenue fund or issuance of additional debt. Therefore, these costs and annual maintenance costs will be borne by County residents, not just property owners within the District. The County, however, may already have a policy prohibiting the construction of "Subdivision level" infrastructure, as do many other general-purpose local governments.
Private Conventional Financing	The cost of constructing infrastructure is financed through conventional bank financing or a combination of private and equity financing.	Private financing is difficult to obtain and, when available, very expensive. This may result in less affordable housing and/or a decrease in the level of service(s) provided. In addition, annual maintenance would likely be delegated to a Homeowners' Association (HOA/POA), which does not have the same legal backing to enforce dues and assessments as does the CDD.
Community Development District	A combination of public and private entities establishes a mechanism to finance, construct, maintain, and manage community development services and facilities.	The CDD will incur the cost of issuing Bonds necessary to finance the construction of the necessary infrastructure, will oversee and manage all phases of construction, and will be responsible for the maintenance and management of the common areas on an ongoing basis. All costs associated with these activities will be borne only by those property owners within the District that benefit from the improvements. No County general funds will be used and no County residents outside of the District will incur costs. **RECOMMENDED ALTERNATIVE**

III. CONCLUSION

The purpose of this SERC is to support the petition filed with the County to establish Canterwood Acres Community Development District, as required by Florida Statute, Chapter 190, and prepared per F.S. Section 120.541. The scope of this SERC is limited to the factors considered to be material or relevant to the establishment process and, more specifically, those items for inclusion required by F.S. Section 120.541 (2). The table below summarizes the items in the SERC required by F.S. Section 120.541 (2).

Item	Result
Estimate of the number and type of individuals and entities likely to be required to comply with/affected by the ordinance	The State of Florida and its residents, the County and its residents, current property owners within the District, and future property owners may be required to comply with the ordinance.
Estimate of the cost to the Agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance	The involvement of State/Local Government Entities will be limited to reviewing, interpreting, and summarizing the petition establishing the District. State/Local Government Entities already have the necessary staff in place to process these reports, and the costs related to these changes are nominal. Section 189.427, F.S., sets forth an annual fee schedule applicable to special districts to help compensate for the minimal costs. The County and its staff will review, conduct a public hearing, and vote upon the Petition to establish the District. The filing fee will offset modest costs to perform these tasks. In addition, the Petitioner must fund and publish the notice of public hearing within a newspaper of general, local circulation in accordance with statutory noticing requirements.
Any anticipated effect on state or local revenues	The establishment of the District should have no negative impact on state and local revenues. Local tax revenues may be impacted positively due to the potential increase in long-term property values both within and within close proximity to the District. New commercial activity will increase revenue collection for state and local agencies.
A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance	The majority of the district's transactional costs result from the actual financing of the infrastructure improvements, which are typically borne entirely by the District through bonds secured by special assessments. Local government entities (e.g., the county) should not incur major transactional costs related to the ordinance establishing the District.
An analysis of the impact on small businesses, small counties, and small cities.	An overall increase in local economic activity (i.e., local small businesses within close proximity to the District) may be felt due to increased traffic, employment, and construction and development. Furthermore, certain contracts for goods and services needed by the District are competitively bid. This will allow many small businesses the opportunity to provide bids to the District for these goods and services. No negative impact on small cities or counties. The costs to fund the infrastructure improvements are financed entirely by the District, and furthermore, that debt obligation is the responsibility of the property owners within the District.

EXHIBITS

CANTERWOOD ACRES Community Development District Proposed Infrastructure Plan			
Facility	Construction Funded By	Ownership	Operation & Maintenance
Roadways Within the District	CDD	CDD	CDD
Sanitary Sewer Collection System	CDD	County	County
Water Distribution System	CDD	County	County
Stormwater Management	CDD	CDD	CDD
Landscape/Hardscape/Irrigation	CDD	CDD	CDD
Amenities and Recreational Facilities	CDD	CDD	CDD
Professional Services	CDD		
Contingency	CDD		

NOTE: The CDD will maintain the Hardscape, Landscape, and irrigation, including bike trails and sidewalks.

CANTERWOOD ACRES
Community Development District
Proposed Infrastructure Costs and Timeline

Description	2025-2026 District Estimated Costs	Total
Stormwater Management	$ 1,772,837	$ 1,772,837
Sanitary Sewer Collection	$ 1,630,283	$ 1,630,283
Water Distribution	$ 1,592,120	$ 1,592,120
Roadways	$ 3,078,492	$ 3,078,492
Recreational Facilities	$ 1,250,000	$ 1,250,000
Landscape Hardscape Irrigation	$ 3,000,000	$ 3,000,000
Professional Services	$ 750,000	$ 750,000
Contingency	$ 1,544,511	$ 1,544,511
TOTAL		$ 14,618,243

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR MARION COUNTY, FLORIDA

IN RE: **FILE NO.:**

Petition to Establish
Canterwood Acres Community Development District
_____/

CERTIFICATION OF STATEMENT OF ESTIMATED REGULATORY COSTS

I HEREBY CERTIFY that the statements and information contained within the Statement of Estimated Costs, pages 28-42 of this Petition to Establish the Canterwood Acres Community Development District, is true and correct to the best of my knowledge.

_____
Brian Lamb – Authorized Agent for Petitioner

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [_] online notarization, this 1st day of August, 2025, by Brian Lamb as Authorized Agent for OCALA SW 100TH, LLC, He/She is personally known to me, or ☐ has produced _____ as identification.

Seal:

_____
NOTARY PUBLIC, STATE OF FLORIDA
ERIC DAVIDSON
Notary Public-State of Florida
Commission # HH 295186
My Commission Expires
August 16, 2026

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

EXHIBIT H

Authorization of Agent

Authorization of Agent

This letter shall serve as a designation that Inframark LLC, c/o of Brian K. Lamb, whose address is 2005 Pan Am Circle, Suite 300 Tampa FL, 33607, is to act as an agent concerning any and all matters pertaining to the Petition to Marion County, Florida to establish the Canterwood Acres Community Development District pursuant to Chapter 190, Florida Statutes. This authorization shall remain in effect until revoked in writing.

Executed this 23rd day of April, 2025.

Witnessed:

Signature: _____

Print Name: Assaad Mouhawess

_____

Print Name: Micheline Tabshe

Ocala SW 100th, LLC

By: Joseph Tabshe

Its: Manager

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 23rd day of April, 2025, by Joseph Tabshe, as Ocala SW 100th LLC. He/She ☑ is personally known to me, or ☐ has produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

PABLO DE JESUS TORANZO
Commission # HH 437388
Expires August 24, 2027

Pablo Toranzo
(Print, Type or Stamp Commissioned Name of Notary Public)

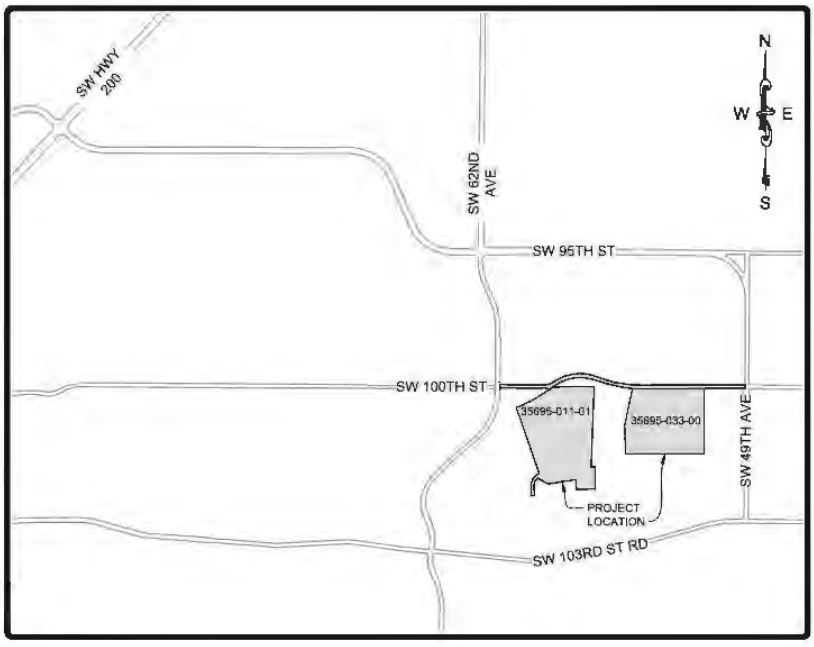
PROPOSED DRAFT NOTICE AND ORDINANCE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Marion County Board of County Commissioners will hold a public hearing for the purpose of considering the adoption of an ordinance entitled as

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONSERS OF MARION COUNTY, FLORIDA, CREATING THE CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT AND NAME OF THE DISTRICT TO BE KNOWN AS CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE LEGAL DESCRIPTION; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; PROVIDING FOR POWERS; PROVIDING FOR APPLICABILITY OF CHAPTER 190, FLORIDA STATUTES, AND ALL OTHER APPLICABLE STATUTES ORDINANCES, RULES AND REGULATIONS,; PROVIDING FOR NO MARION COUNTY OBLIGATIONS; PROVIDING FOR NO LIMITATION ON MARION COUNTY POWERS; PROVIDING FOR DISCLOSURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed district is comprised of approximately 100.8, acres more or less, generally located south of Southwest 100th Street, west of SW 49th Avenue and north of SW 103rd Street Road. The petitioner proposes establishing the district to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities that may be authorized by such districts under Florida law, including, but not limited to, Chapter 190, Florida Statutes.



The Marion County Board of County Commissioners proposes to consider an ordinance to establish a community development district, which may be known as the "Canterwood Acres Community Development District" ("District").

In accordance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held by the Marion County Board of County Commissioners at **2:00 p.m. on _____,** 2025, or as soon thereafter as the matter can be heard, at the McPherson Governmental Campus auditorium, 601 SE 25th Ave., Ocala, Florida 34471. The proposed ordinance may be inspected by the public at the Planning/Growth Services Department, 2710 E. Silver Springs Blvd., Ocala, Florida 34470. You may contact Christopher D. Rison, Senior Planner at 352-438-2600 or email: Christopher.Rison@marionfl.org.

All interested persons and affected units of government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any person or affected unit of government who wishes to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

For more information: https://www.marionfl.org/legalnotices.

IF REASONABLE ACCOMMODATIONS OF A DISABILITY ARE NEEDED FOR YOU TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE ADA COORDINATOR/HR DIRECTOR AT 352-438-2345 AT LEAST 48 HOURS IN ADVANCE OF THE HEARING, SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

PLEASE BE GOVERNED ACCORDINGLY,
Dated this ____ day of _____, 2025
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDSA
CRAIG CURRY, CHAIRMAN
PUBLISH DATES: _____

The Marion County Board of County Commissioners proposes to consider an ordinance to establish a community development district, which may be known as the "Canterwood Acres Community Development District" ("District").

In accordance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held by the Marion County Board of County Commissioners at **2:00 p.m. on _____,** 2025, or as soon thereafter as the matter can be heard, at the McPherson Governmental Campus auditorium, 601 SE 25th Ave., Ocala, Florida 34471. The proposed ordinance may be inspected by the public at the Planning/Growth Services Department, 2710 E. Silver Springs Blvd., Ocala, Florida 34470. You may contact Christopher D. Rison, Senior Planner at 352-438-2600 or email: Christopher.Rison@marionfl.org.

All interested persons and affected units of government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any person or affected unit of government who wishes to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

For more information: https://www.marionfl.org/legalnotices.

IF REASONABLE ACCOMMODATIONS OF A DISABILITY ARE NEEDED FOR YOU TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE ADA COORDINATOR/HR DIRECTOR AT 352-438-2345 AT LEAST 48 HOURS IN ADVANCE OF THE HEARING, SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

PLEASE BE GOVERNED ACCORDINGLY,
Dated this ____ day of _____, 2025
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDSA
CRAIG CURRY, CHAIRMAN
PUBLISH DATES: _____

BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO._____**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONSERS OF MARION COUNTY, FLORIDA, CREATING THE CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT AND NAME OF THE DISTRICT TO BE KNOWN AS CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE LEGAL DESCRIPTION; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; PROVIDING FOR POWERS; PROVIDING FOR APPLICABILITY OF CHAPTER 190, FLORIDA STATUTES, AND ALL OTHER APPLICABLE STATUTES, ORDINANCES, RULES AND REGULATIONS; PROVIDING FOR NO ASSUMPTION OF DISTRICT OBLIGATIONS BY MARION COUNTY; PROVIDING FOR NO LIMITATION ON MARION COUNTY POWERS; PROVIDING FOR DISCLOSURE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 190, Florida Statutes, the "Uniform Community Development District Act of 1980" ("Act"). And specifically, Section 190.005, "Establishment of district" at subsection 190.005(2) and Marion County Ordinance 97-10 sets forth the exclusive and uniform method for establishment of an independent community development district of less than two thousand five hundred (2,500) acres in Marion County, Florida: and

WHEREAS, Section 190.005(2), Florida Statutes, requires a petition for the establishment of a community development district to be filed with the County Commission, which petition is required to include certain information as required in Section 190.005(1)(a) and said petition is required to be considered at a public hearing conducted by the County Commission in accordance with the requirements and procedures of Section 190.005(1)(d); and

WHEREAS, a petition for the establishment of the Canterwood Acres Community Development District, which included a statement of estimated regulatory costs, and the other information required in Section 190.005(1)(a), Florida Statutes (together, "Petition") was submitted by Ocala SW 100th, LLC, a Florida limited liability company, and considered at a public hearing on _____ 2025: and

WHEREAS, the petition sets forth the external boundaries of the District: and

WHEREAS, on _____, 2025, the Board of County Commissioners conducted a public hearing to receive public comment and to consider the factors set forth in Section 190.005(1)(e) Florida Statutes, to make a determination to grant or deny the Petition for the

establishment of Canterwood Acres Community Development District: and

WHEREAS, Section 190.005(2), Florida Statutes, authorizes the Board of County Commissioners to exercise its legislative discretion and enact an ordinance granting the Petition for the establishment of a community development district to be known as Canterwood Acres Community Development District: and

WHEREAS, the Petition to establish the Canterwood Acres Community Development District provides that the area of land within the District is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community, and otherwise satisfies the requirements of Section 190.005(1)(e), Florida Statutes;

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. ESTABLISHMENT AND NAME OF DISTRICT. The Petition for the establishment of the "Canterwood Acres Community Development District" is hereby granted, and there is hereby established pursuant to the provisions of Section 190.005(2), Florida Statutes, a community development district which shall be known as the "Canterwood Acres Community Development District" ("District").

SECTION 2. LEGAL DESCRIPTION. The external boundaries of the District are legally described in ***Exhibit A***, attached hereto and incorporated herein. A map reflecting the external boundaries of the District is attached hereto as ***Exhibit B***.

SECTION 3. FINDINGS OF FACT. Pursuant to Section 190.005(2), Florida Statutes, the Board of County Commissioners hereby adopts the following findings of fact at the public hearing on the Petition to establish the District:

A. All statements contained within the Petition are true and correct, and all statements set forth in the preamble to this ordinance are true and correct.

B. The creation of the District is not inconsistent with applicable elements or portions of the State of Florida Comprehensive Plan set out in Chapter 187, Florida Statutes, and the Marion County Comprehensive Plan, adopted in Ordinance 92-3, as amended.

C. The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

D. The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District.

E. The community development services and facilities of the District will not be incompatible with the capability and uses of existing local and regional community development services and facilities.

F. The area to be served by the District is amenable to separate special district government.

SECTION 4. BOARD OF SUPERVISORS.

A. The initial five (5) members of the District Board of Supervisors shall be Carla Tabshe, Tony Tabshe, Jack Tabshe, Dawson Ransome, and Eric Davidson.

B. The Board of Supervisors of the District shall exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes, consistent with all applicable governmental laws, rules, and regulations.

SECTION 5. POWERS.

A. The powers and functions of the District are described in Chapter 190, Florida Statutes, as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. Pursuant to Section 190.012(2)(a) and (2)(d), Florida Statutes, the District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (i) parks and facilities for indoor and outdoor recreational, cultural, and educational uses: and (ii) security, including but not limited to guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the County for an increased level of such services within the proposed District boundaries.

B. The creation of an independent community development district is not a development order within the meaning of Chapter 380, Florida Statutes. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of land within this community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. The District shall take no action that is inconsistent with applicable comprehensive plans, ordinances, or regulations of Marion County.

SECTION 6. COMPLIANCE WITH LAWS AND ORDINANCES The District shall comply with Chapter 190, Florida Statutes, and all applicable federal, state, and regional laws, statutes, rules, and regulations, and all applicable provisions of the Marion County Comprehensive Plan, Land Development Code provisions, ordinances, rules, and regulations.

SECTION 7.NO MARION COUNTY OBLIGATION. No debt, obligation, or duty of the District shall constitute a debt, obligation, duty, or burden of or on Marion County.

SECTION 8. NO LIMITATION ON MARION COUNTY POWERS. Establishment of the District in no way limits Marion County in the exercise of its powers or authority as provided in Chapter 125, Florida Statutes, and other Florida Statutes upon the property within the District.

SECTION 9. REQUIRED DISCLOSURE. The District shall comply with the disclosure of public financing and disclosure to purchaser requirements set forth in Sections 190.009 and 190.048, Florida Statutes, as amended from time to time. The District shall comply with the notice of establishment requirements of Section 190.,0485, Florida Statutes.

SECTION 10. SEVERABILITY. It is declared to be the intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereto.

SECTION 11. REPEAL. All Ordinances or parts of Ordinances which are in conflict with the Ordinance are hereby repealed.

SECTION 12. EFFECTIVE DATE. The Clerk of the Board shall file a certified copy of this Ordinance as enacted with the Office of the Secretary of State of the State of Florida within ten (10) days after enactment, and this Ordinance shall take effect in accordance with Section 125.66(2), Florida Statutes.

DULY ADOPTED in regular session by the Board of County Commissioners of Marion County this_____ day of _____, 2025.

(S E A L)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

_____ _____

Name : _____ Name:_____

Title:_____ Title:_____

SKETCH OF LEGAL DESCRIPTION
FOR
CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT

LEGAL DESCRIPTION:

CANTERWOOD ACRES WEST PARCEL
COMMENCING AT THE N.E. CORNER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, GO THENCE ALONG THE CENTERLINE OF BELMONT BOULEVARD N89°47'13"W A DISTANCE OF 2102.61 FEET TO A POINT; THENCE BY A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2400 FEET AND A CENTRAL ANGLE OF 21°35'51" THRU AN ARC DISTANCE OF 904.67 FEET TO A POINT; THENCE GO S21°48'38"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD., ALSO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE N.W. CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 955, AT PAGE 613; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE GO S02°13'58"W A DISTANCE OF 1722.72 FEET TO A POINT; THENCE N83°50'00"E A DISTANCE OF 62.14 FEET TO A POINT AT THE N.W. CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 908, PAGE 557, THENCE S00°36'37"W A DISTANCE OF 442.31 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES, AS RECORDED IN PLAT BOOK 1, PAGES 13–14; THENCE N89°23'23"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 365.67 FEET TO A POINT; THENCE N00°44'15"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 190.76 FEET TO A POINT; THENCE S81°46'49"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 565.89 FEET TO A POINT; THENCE N62°07'27"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 240.00 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES BY A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 186.99 FEET, A CENTRAL ANGLE OF 51°30'00" AND THRU AN ARC DISTANCE OF 168.07 FEET TO A POINT; SAID POINT BEING THE POINT OF TANGENCY OF SAID CURVE; THENCE S01°30'00"E ALONG THE WEST BOUNDARY OF AFORESAID ALEJANDRIA ESTATES 198.05 FEET; THENCE S88°30'00"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 60.00 FEET TO A POINT; THENCE N01°30'00"W A DISTANCE OF 198.05 FEET TO A POINT; THENCE BY A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 246.99 FEET, A CENTRAL ANGLE OF 72°27'04" AND THRU AN ARC DISTANCE OF 312.39 FEET TO A POINT; THENCE N19°02'19"W A DISTANCE OF 1387.37 FEET TO A POINT; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD.; THENCE GO ALONG SAID SOUTH RIGHT OF WAY LINE OF BELMONT BLVD. BY A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2040 FEET, A CENTRAL ANGLE OF 14°54'01" AND THRU AN ARC DISTANCE OF 530.52 FEET TO A POINT; THENCE N56°03'40"E A DISTANCE OF 377.76 FEET TO A POINT; THENCE BY A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 835.00 FEET, A CENTRAL ANGLE OF 55°44'58" AND THRU AN ARC DISTANCE OF 812.46 FEET TO THE POINT OF BEGINNING.
EXCEPT ANY PORTION OF THE ABOVE DESCRIBED LAND LYING IN SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST.

CANTERWOOD ACRES EAST PARCEL
COMMENCING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE GO ALONG THE EAST LINE OF SAID SECTION 28, S00°36'37"W, A DISTANCE OF 40.00 FEET; THENCE GO ALONG THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD, N89°47'13"W, A DISTANCE OF 828.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE N89°47'13"W, A DISTANCE OF 1274.02 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2440.00 FEET, A CENTRAL ANGLE OF 3°24'13" AND AN ARC DISTANCE OF 144.95 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S12°19'53"W, A DISTANCE OF 725.71 FEET; THENCE S00°36'37"W, A DISTANCE OF 575,17 FEET; THENCE S89°23'23"E, A DISTANCE OF 1564.30 FEET; THENCE N00°36'37"E, A DISTANCE OF 1291.33 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON THE DEEDS OF RECORD, RECORDED IN OFFICIAL RECORDS BOOK 7628, PAGE 466 AND OFFICIAL RECORDS BOOK 7620, PAGE 713, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

MEKELLE M. BOYER License Number 7398 STATE OF FLORIDA Professional Surveyor and Mapper

Mekelle M Boyer
Digitally signed by Mekelle M Boyer
Date: 2025.07.21 20:36:33 -04'00'

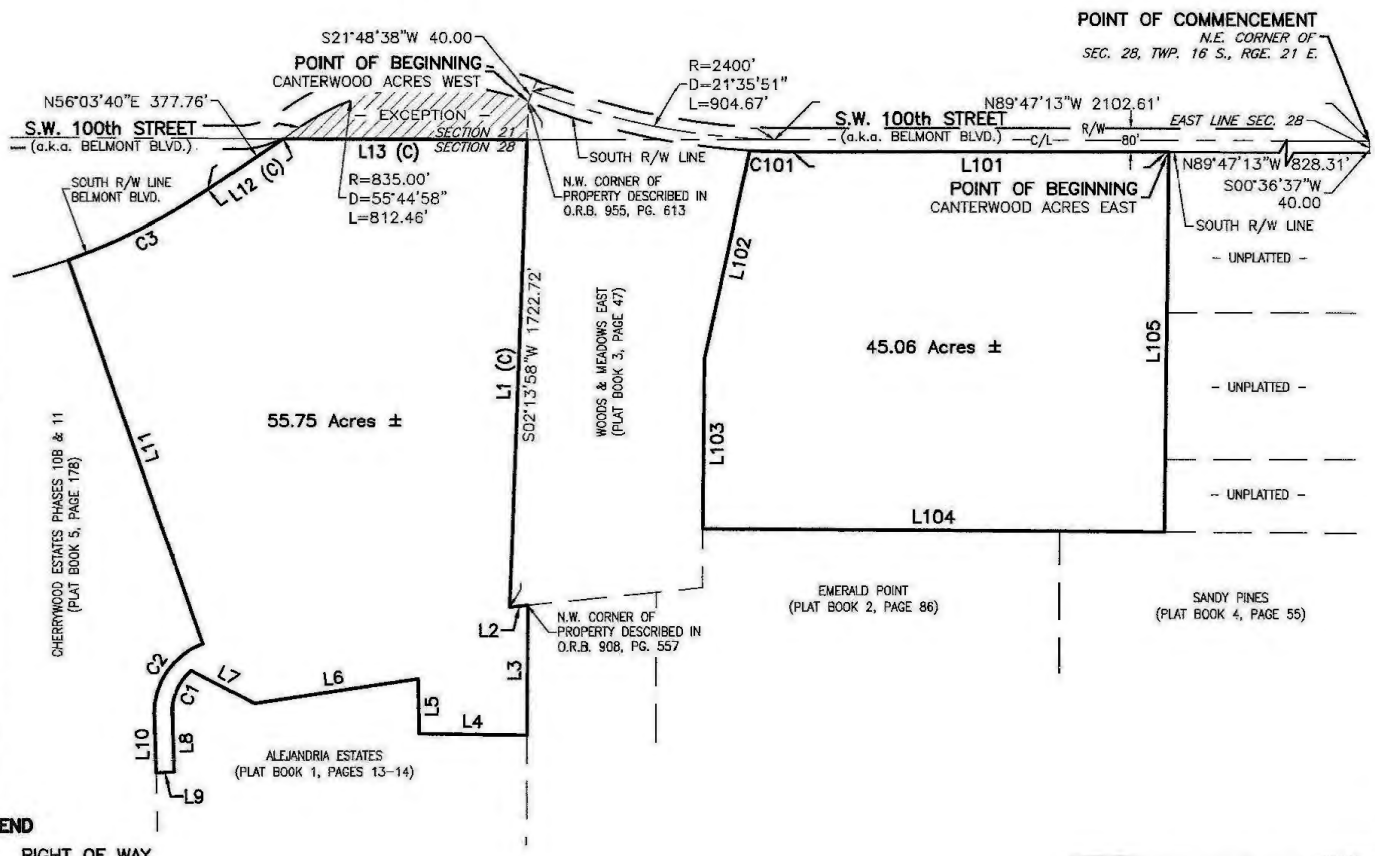
MEKELLE M. BOYER DATE
PROFESSIONAL SURVEYOR & MAPPER
REGISTRATION No. 7398
STATE OF FLORIDA

ROGERS ENGINEERING & Land Surveying
• 1105 S.E. 3rd Avenue • Ocala, Florida 34471
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE	DATE
N.T.S.	7/14/2025

SHEET 2 OF 2

SKETCH OF LEGAL DESCRIPTION
FOR
CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT



LEGEND

R/W	RIGHT OF WAY
C/L	CENTERLINE
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
(C)	CALCULATED MEASUREMENT
R	RADIUS
D or Δ	CENTRAL ANGLE
L	ARC LENGTH
P.B.	PLAT BOOK
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK

CURVE TABLE			
CURVE #	R	Δ	L
C1	186.99'	51°30'00"	168.07'
C2	246.99'	72°27'04"	312.39'
C3	2040.00'	14°54'01"	530.52'
C101	2440.00'	3°24'13"	144.95'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S02°13'58"W	1594.29'
L2	N83°50'00"E	62.14'
L3	S00°36'37"W	442.31'
L4	N89°23'23"W	365.67'
L5	N00°44'15"W	190.76'
L6	S81°46'49"W	565.89'
L7	N62°07'27"W	240.00'
L8	S01°30'00"E	198.05'
L9	S88°30'00"W	60.00'
L10	N01°30'00"W	198.05'
L11	N19°02'19"W	1387.37'
L12	N56°03'40"E	309.14'
L13	S89°28'50"E	828.43'
L101	N89°47'13"W	1274.02'
L102	S12°19'53"W	725.71'
L103	S00°36'37"W	575.17'
L104	S89°23'23"E	1564.30'
L105	N00°36'37"E	1291.33'

ROGERS ENGINEERING & Land Surveying
• 1105 S.E. 3rd Avenue • Ocala, Florida 34471
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE
1" = 500'

DATE
7/14/2025

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21383 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.1.1.

SUBJECT:
Request Approval of Third Amendment to Grant Agreement Between Humane Society of Marion County, Inc. and Marion County (Budget Impact - Neutral; expenditure of $60,000)

INITIATOR:
Angel Roussel, P.E., Assistant County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
On December 19, 2023, the Board approved a grant agreement to provide Humane Society of Marion County, Inc. with $50,000 to be used for spay and neuter services, vaccination and micro-chipping, among other services.

On August 20, 2024, the Board approved the first amendment to the agreement to release the remaining funds of $10,000.

On December 17, 2024, the Board approved the second amendment to the agreement to replenish grant funding with an additional $60,000.

The third amendment being presented for approval today provides Humane Society of Marion County, Inc., with grant funding in the amount of $60,000, for the current fiscal year to continue their services to Marion County residents and their pets.

BUDGET/IMPACT:
Neutral; expenditure of $60,000.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the third amendment to grant agreement for Humane Society of Marion County, Inc.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Gouin (Last) Stephanie (First) (Dept) Administration - 1020

(Title) Executive Coordinator (Phone) (352) 438-2306

Signature Stephanie Gouin Date Tuesday, November 18, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☐ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

On December 19, 2023, the Board approved a grant agreement between Humane Society of Marion County, and Marion County, Florida, in the amount of $50,000. On August 20, 2024, the Board approved the first amendment to the agreement to release the remaining funds of $10,000. On December 17, 2024, the Board approved a second amendment to the agreement to replenish grant funding with an additional $60,000. This request is for a third amendment to the agreement to replenish grant funding in the amount of $60,000, for the current fiscal year (FY 2025-26).

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Earliest possible meeting

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-1269

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED
By Marion County Attorney LZ at Nov 18, 2025

Attorney Signature: _____ Date 11/19/25

Staff Signature: _____ (Completed) Date: 11/20/25 Returned: ☒ Department ☐ Admin ☐ _____

THIRD AMENDMENT TO GRANT AGREEMENT BETWEEN HUMANE SOCIETY OF MARION COUNTY, INC. AND MARION COUNTY, FLORIDA

This **Third Amendment to the Grant Agreement** is made and entered into this 2ND day of December, 2025, by and between **Marion County, a political subdivision of the State of Florida**, with its principal place of business located at 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Humane Society of Marion County, Inc.**, with its principal place of business located at 701 NW 14th Rd., Ocala, FL 34475 (hereinafter referred to as "RECIPIENT")(individually "Party"," collectively "Parties").

RECITALS

WHEREAS, COUNTY and RECIPENT entered into a Grant Agreement ("Agreement") on December 19, 2023, whereby COUNTY authorized a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Fifty thousand ($50,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, COUNTY and RECIPENT have entered into a First and Second Amendment of the Grant Agreement, whereby COUNTY authorized replenishment grants of Funds to RECIPIENT subject to the terms and conditions provided in the Agreement for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be further replenished by providing RECIPIENT with an additional **Sixty thousand ($60,000) Dollars** in replenishment grant funding for the fiscal year commencing on October 1, 2025, by amending the Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program; and

WHEREAS, RECIPIENT has demonstrated to COUNTY a satisfactory showing of continuing grant funding need and the successful operation of its Program; and

FOR REVIEW

WHEREAS, COUNTY and RECIPIENT desire to further amend the Agreement in order to replenish RECIPIENT's Award Amount thereunder;

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

SECTION 1. RECITALS. The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

SECTION 2. REPLENISHMENT. The Agreement is hereby further amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Sixty Thousand ($60,000) Dollars** in replenishment grant funding, to be disbursed and distributed by RECIPIENT for continuing low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program.

SECTION 3. Except as expressly further modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

FOR REVIEW

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

HUMANE SOCIETY OF MARION COUNTY, INC.

By: Roseann Morton President
Roseann Morton
President

Date: 11-21-2025

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 21 day of November, 2025, by Roseann Morton as President of **HUMANE SOCIETY OF MARION COUNTY, INC.**
(SEAL)

Notary Public State of Florida
Kirstin A Tanner
My Commission HH 299386
Expires 8/10/2026

Kirstin Tanner
Notary Public, State of Florida

✓ Personally Known
OR
_____ Produced Identification
Type of Identification Produced: _____

[This portion of page intentionally left blank. Signature page follows.]

FOR REVIEW

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By:_____
Carl Zalak, III, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

For: _____
Matthew G. Minter, County Attorney

FOR REVIEW

SECOND AMENDMENT TO GRANT AGREEMENT BETWEEN

HUMANE SOCIETY OF MARION COUNTY, INC.

AND

MARION COUNTY, FLORIDA

This **Second Amendment to the Grant Agreement** is made and entered into this 17 day of December, 2024, by and between **Marion County, a political subdivision of the State of Florida**, with its principal place of business located at 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Humane Society of Marion County, Inc.**, with its principal place of business located at 701 NW 14th Rd., Ocala, FL 34475 (hereinafter referred to as "RECIPIENT")(individually "Party"," collectively "Parties").

COPY

RECITALS

WHEREAS, COUNTY and RECIPENT entered into a Grant Agreement ("Agreement") on December 19, 2023, whereby COUNTY authorized a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Fifty thousand ($50,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, COUNTY and RECIPENT entered into a First Amendment of the Grant Agreement ("First Amendment") on August 20, 2024, whereby COUNTY authorized a replenishment grant of Funds (the "Replenishment Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Ten thousand ($10,000) Dollars** (the "Replenishment Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be further replenished by providing RECIPIENT with an additional **Sixty thousand ($60,000) Dollars** in replenishment grant funding for the fiscal year commencing on October 1, 2024, by amending the Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program; and

WHEREAS, RECIPIENT has demonstrated to COUNTY a satisfactory showing of continuing grant funding need and the successful operation of its Program; and

WHEREAS, COUNTY and RECIPIENT desire to further amend the Agreement in order to replenish RECIPIENT's Award Amount thereunder;

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

SECTION 1. RECITALS. The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

SECTION 2. REPLENISHMENT. The Agreement is hereby further amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Sixty Thousand ($60,000) Dollars** in replenishment grant funding, to be disbursed and distributed by RECIPIENT for continuing low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program.

SECTION 3. Except as expressly further modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

COPY

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

HUMANE SOCIETY OF MARION COUNTY, INC.

By: _____
Roseann Morton
President

Date: 12/31/2024

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 30 day of December, 2024, by Roseann Morton as President of **HUMANE SOCIETY OF MARION COUNTY, INC.**
(SEAL)

Notary Public State of Florida
Kirstin A Tanner
My Commission HH 299386
Expires 8/10/2026

_____
Notary Public, State of Florida

✓ Personally Known
OR
____ Produced Identification
Type of Identification Produced: _____

[This portion of page intentionally left blank. Signature page follows.]

COPY

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Kathy Bryant, Chairman
BCC Approved: December 17, 2024

ATTEST:

_____
Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

_____
Matthew G. Minter, County Attorney

COPY

FIRST AMENDMENT TO GRANT AGREEMENT BETWEEN

HUMANE SOCIETY OF MARION COUNTY, INC.

AND

MARION COUNTY, FLORIDA

This **First Amendment to the Grant Agreement** is made and entered into this 20TH day of August, 2024, by and between **Marion County, a political subdivision of the State of Florida**, with its principal place of business located at 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Humane Society of Marion County, Inc.**, with its principal place of business located at 701 NW 14th Rd., Ocala, FL 34475 (hereinafter referred to as "RECIPIENT")(individually "Party"," collectively "Parties").

RECITALS

WHEREAS, COUNTY and RECIPIENT entered into a Grant Agreement ("Agreement") on December 19TH, 2023, whereby COUNTY authorized a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Fifty thousand ($50,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be replenished by providing RECIPIENT with an additional **Ten thousand ($10,000) Dollars** in grant funding, by amending the Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program; and

WHEREAS, RECIPIENT has demonstrated to COUNTY a satisfactory showing of continuing grant funding need and the successful operation of its Program; and

WHEREAS, COUNTY and RECIPIENT desire to amend the Agreement in order to replenish RECIPIENT's Award Amount thereunder;

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

SECTION 1. RECITALS. The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

COPY

SECTION 2. REPLENISHMENT. The Agreement is hereby amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Ten Thousand ($10,000) Dollars** in grant funding, to be disbursed and distributed by RECIPIENT for continuing low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program.

SECTION 3. DELETION. Section 5.6 of the Agreement is hereby deleted in its entirety.

SECTION4. Except as expressly modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

COPY

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

HUMANE SOCIETY OF MARION COUNTY, INC.

By: Roseann Morton President
Roseann Morton
President

Date: 8/13/2024

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 13th day of August, 2024, by Roseann Morton as President of **HUMANE SOCIETY OF MARION COUNTY, INC.**
(SEAL)

Notary Public State of Florida
Kirstin A Tanner
My Commission HH 299386
Expires 8/10/2026

Notary Public, State of Florida

_____ Personally Known
OR
_____ Produced Identification
Type of Identification Produced: _____

[This portion of page intentionally left blank. Signature page follows.]

COPY

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Michelle Stone, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

For: _____
Matthew G. Minter, County Attorney

COPY

GRANT AGREEMENT BETWEEN

HUMANE SOCIETY OF MARION COUNTY, INC.

AND

MARION COUNTY, FLORIDA

This **GRANT AGREEMENT BETWEEN HUMANE SOCIETY OF MARION COUNTY, INC. AND MARION COUNTY, FLORIDA** (this "Agreement") is made and entered into by and between **HUMANE SOCIETY OF MARION COUNTY, INC.,** 701 NW 14th Rd. Ocala, FL 34475, FEIN 596196017, a Florida Not-for-Profit Corporation, (the "RECIPIENT") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties").

RECITALS

WHEREAS, RECIPIENT is a non-profit organization dedicated to the care and protection of animals in Marion County, Florida, with a mission to prevent cruelty, suffering, and overpopulation of animals in Marion County, Florida through its programs focusing on low-cost spay and neutering, vaccination and microchipping services; and

WHEREAS, RECIPIENT has the leadership, staff and collaborative community outreach partners necessary to provide effective animal care and protection services in Marion County, Florida; and

WHEREAS, COUNTY has determined it is in the public interest of Marion County that a Grant be awarded and distributed to RECIPIENT to assist RECIPIENT in the fulfillment of its low-cost spay and neutering, vaccination and microchipping services, which services are in support of Marion County's enforcement of state laws and COUNTY ordinances relating to animal services; and

WHEREAS, COUNTY has requested and RECIPIENT has agreed to accept a grant from COUNTY Grant Funds for RECIPIENT to hold, manage, administer and distribute for low-cost spay and neutering, vaccination and microchipping services to qualified low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program") as further described in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

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1. **RECITALS**.

The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

2. **TERM**.

This Agreement shall be effective the date of the last signature below (the "Effective Date") and shall thereafter remain in effect until December 31, 2024 unless extended by the Parties or sooner terminated as provided herein.

3. **AWARD; PROPORTIONATE USE; REPLENISHED**.

A. **The Grant.**
COUNTY, subject to terms and conditions provided in this Agreement, hereby authorizes a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in this Agreement in the amount of **Fifty thousand ($50,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program").

B. **May Be Replenished.**
The dollar amount of assistance hereby awarded to RECIPIENT (the "Award Amount") may be replenished by providing RECIPIENT with an additional **Ten thousand ($10,000)** in grant funding, by amending this Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program.

4. **SERVICES.**

A. In association with the Grant award, RECIPIENT shall, in an efficient and expeditious manner, accept and distribute Grant funds in compliance with this Agreement for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's animal care assistance. Any other use of the Grant, or any portion thereof, without the written consent of COUNTY is prohibited.

B. "Low-income residents" of Marion County eligible for RECIPIENT'S spay and neutering, vaccination and microchipping services are defined as: i) residents earning less than eighty percent (80%) of Area Median Income, pursuant to the Income Chart published annually by the Florida Housing Finance Corporation, ii) unemployed residents or those on fixed-income Social Security (SS) / Social Security Income (SSI) benefits, iii) or colony caregivers. RECIPIENT will exercise its reasonable discretion in determining resident eligibility.

5. **GENERAL RESPONSIBILITIES OF RECIPIENT:**

5.1 RECIPIENT acknowledges and agrees that the obligations, representations,

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certifications, and assurances of RECIPIENT in this Grant Agreement, including this Article 5 are material terms of this Agreement and COUNTY affirmatively relies upon same as part of the consideration in entering into this Grant Award. Any breach of a term of this Agreement is a material breach by RECIPIENT.

5.2 RECIPIENT certifies and assures COUNTY that RECIPIENT is knowledgeable of and shall comply with all applicable federal, state, and local laws and regulations in executing the Program and Scope of Work. RECIPIENT agrees to furnish all labor, materials, equipment, and services and shall obtain any and all governmental permits necessary to execute the Program/Scope of Work.

5.3 RECIPIENT shall provide proof of insurance to COUNTY obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. A $1,000,000 Commercial General Liability Insurance Policy is required for the Event/Project along with "Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers" being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event/Project, but set up days and take down days as well.

Listing on Certificate of Insurance should read:
Marion County,
a political subdivision of the State of Florida,
its officials, employees, and volunteers
601 SE 25th Avenue
Ocala, FL 34471

During the term of this Agreement, RECIPIENT at its sole expense, shall provide insurance of such a type and with such terms and limits as noted above. Providing and maintaining adequate insurance coverage is a material obligation of RECIPIENT. RECIPIENT's insurance coverage shall be primary insurance as respects to the COUNTY for all applicable policies. The limits of coverage under each policy maintained by RECIPIENT shall not be interpreted as limiting RECIPIENT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the COUNTY Risk Management department.

The coverages, limits and/or endorsements required herein protect the primary interests of the COUNTY, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Recipient against any loss exposures, whether as a result of this Agreement or otherwise.

Marion County Board of County Commissioners, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured

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with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the RECIPIENT. The coverage shall contain no special limitation on the scope of protection afforded to the COUNTY, its officials, employees, or volunteers.

5.4 In the performance of this Agreement, RECIPIENT shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY, thereby making RECIPIENT solely responsible for the means, methods, techniques, sequences, and procedures utilized by RECIPIENT in the full performance of this Agreement.

5.5 RECIPIENT shall keep and provide COUNTY with records of all transactions related to this Agreement and COUNTY shall have the right to review such records. The parties specifically agree that should COUNTY request to review such records, RECIPIENT shall produce the records at COUNTY's office located at **109 W Silver Springs Blvd., Ocala, FL 34475**, during normal business hours.

5.6 Audit.

A. **Subject to Audit.**
All low-cost spay and neutering, vaccination and microchipping service transactions related to this Agreement are subject to programmatic and financial audit by the Marion County Clerk of the Court – Internal Auditor, other COUNTY staff or authorized personnel or any other governmental representative COUNTY may dictate.

B. **Inspection; Public Record.**
All RECIPIENT programmatic and financial documents that are part of or relate to the Grant Award are subject to COUNTY inspection and made public record.

C. **Additional Information.**
COUNTY reserves the right to request additional information if deemed necessary during the Term of this Agreement.

D. **Repayment.**
(1) RECIPIENT may be required to repay all or a portion of Grant monies provided should an audit of RECIPIENT records determine ineligibility of any expenditure or upon the occurrence of a default of this Agreement.

(2) The Parties expressly and specifically agree that all determinations arising from a COUNTY audit of RECIPIENT'S records regarding the eligibility or ineligibility of an expenditure of the Grant funding shall be final and binding.

6. PUBLIC RECORDS COMPLIANCE.

A. RECIPIENT acknowledges that any material, including papers, photographs, films, and

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audio recordings, made or received by COUNTY in connection with RECIPIENT's request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, RECIPIENT acknowledges that it cannot dictate to COUNTY what material is open to public inspection or the circumstances under which material is deemed confidential.

B. If, under this Agreement, RECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.001(2), Florida Statutes, then, RECIPIENT shall comply with public records laws, specifically:

(1) Keep and maintain public records required by COUNTY to perform the service;

(2) Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if RECIPIENT does not transfer the records to COUNTY; and,

(4) Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of RECIPIENT or keep and maintain public records required by COUNTY to perform the service. If RECIPIENT transfers all public records to COUNTY upon completion of this Agreement, RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RECIPIENT keeps and maintains public records upon completion of this Agreement, RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

C. If RECIPIENT fails to provide the public records to COUNTY within a reasonable time or otherwise, RECIPIENT may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

D. **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300

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Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

F. Pursuant to current State law, requests to inspect or copy public records relating to this Agreement for services must be made directly to COUNTY. If RECIPIENT receives any such request, RECIPIENT shall instruct the requestor to contact COUNTY. If COUNTY does not possess the records requested, COUNTY shall immediately notify RECIPIENT of such request, and RECIPIENT must provide the records to COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. RECIPIENT acknowledges that failure to provide the public records to COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. RECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from COUNTY.

H. RECIPIENT shall indemnify, defend, and hold COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from RECIPIENT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by RECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorneys' fees and costs arising therefrom. RECIPIENT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against RECIPIENT from a Circuit Court in Marion County on an expedited basis to enforce the requirements of this Section.

I. RECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes [commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")] and RECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with and to assist COUNTY in complying with the same as it relates to all aspects of this Agreement.

J. RECIPIENT shall immediately notify COUNTY if RECIPIENT receives a public records request related to this Agreement.

K. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. EVENTS OF DEFAULT.

The following are events of default:

A. Improper use of Grant funds whether found by COUNTY, an auditor, or another authority;

B. RECIPIENT's failure to perform in accordance with the terms of this Agreement;

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C. RECIPIENT's failure to perform timely;

D. Inability or unwillingness to comply with the conditions imposed upon the expenditure of Grant Funds;

E. Materially incorrect or incomplete information or documentation in any Grant-related document; or

F. Changes in law or the availability of Grant funds that render the assistance contemplated herein impossible or infeasible.

8. INDEMNIFICATION AND LIMITATION OF LIABILITIES:

8.1 To the fullest extent permitted by law, RECIPIENT shall indemnify, defend, and hold harmless, release, and forever discharge the Board, Board Members, Marion County, and its officers, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the issuance of the Grant Award, including a reasonable attorney's fees and costs arising from any negligent, willful or wrongful misconduct, knowing misrepresentation by the RECIPIENT, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of the RECIPIENT or anyone directly or indirectly employed by the RECIPIENT in connection with the issuance of the Grant Award for RECIPIENT's Program/Scope of Work. The RECIPIENT expressly understands and agrees that any insurance protection provided by the RECIPIENT shall in no way limit the responsibility to indemnify, keep and save harmless and defend Marion County and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter Marion County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023). Pursuant to Section 768.28, Florida Statutes, nothing in this Agreement shall require Marion County to indemnify or insure the RECIPIENT for the RECIPENT's negligence. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

8.2 In no event shall COUNTY be liable to RECIPIENT for any incidental, indirect, special, punitive or consequential damages even if COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.

8.3 THE LIABILITY AND IMMUNITY OF THE COUNTY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES, AND, NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF COUNTY OR TO WAIVE ANY IMMUNITY ENJOYED BY COUNTY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO F.S. §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY

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EXCEPT AS SPECIFICALLY PROVIDED IN F.S. §768.28 OR THIS AGREEMENT SHALL BE CONSIDERED VOID.

8.4 RECIPIENT acknowledges that COUNTY is a financial contributor to the RECIPIENT's Program/Scope of Work under this Agreement only and to the extent of this Grant Award only, and COUNTY shall not otherwise be responsible for any debt incurred or liability issues that may occur in any way related to the RECIPIENT's Program/Scope of Work.

9. **TERMINATION.**

A. **RECIPIENT Termination.**

(1) RECIPIENT may terminate this Agreement at any time with or without cause by written notice to COUNTY in the manner specified for the giving of notices herein. Such notice shall include the contemporaneous electronic return of all unexpended Grant funds as well as RECIPIENT's final report.

(2) Upon such termination, any future funding contemplated herein would terminate.

B. **COUNTY Termination for Cause.**

(1) **Right.**

COUNTY shall have the right to terminate this Agreement upon the occurrence of any Event of Default or any other failure by RECIPIENT to perform according to this Agreement.

Notice. Manner.

COUNTY's election to terminate this Agreement for default shall be communicated by providing RECIPIENT written notice of termination in the manner specified below.

C. **COUNTY Termination for Convenience.**

COUNTY reserves the right to terminate this Agreement in whole or in part at any time for the convenience of COUNTY without penalty or recourse. Upon receipt of such notice, RECIPIENT shall immediately discontinue all further activity under this Agreement and affirmatively act to minimize damages.

D. **Appropriated Funds.**

The obligation of COUNTY for payment to RECIPIENT is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

10. **FORCE MAJEURE.**

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No Party shall be held in default of this Agreement for any delay or failure of such Party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth in Section "13."

11. **COUNTY'S REMEDIES UPON DEFAULT.**

Upon default, COUNTY may pursue any remedies available at law or equity, to include, without limitation, the following:

A. Terminate this Agreement without further notice;

B. Declare any or all funding provided under this Agreement due and payable to COUNTY within seven (7) calendar days of the date of notice;

C. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, COUNTY shall have the right, but not the obligation to enjoin such violation or threatened violation in a court of competent jurisdiction in Marion County, Florida;

D. COUNTY shall be entitled to recover from RECIPIENT all damages, costs, and attorney's fees arising from RECIPIENT's default prior to termination; and

E. The remedies above, including the right of injunction, shall be in addition to any and all other remedies under statute, at law, or in equity.

12. **ACCOUNTABILITY AND OVERSIGHT**.

A. **Public Funds.**

The Grant, and any portion thereof, covered by this Agreement are public funds and as such are subject to all applicable Federal, State, and local laws and regulations pertaining to the use of public funds.

B. **Funds Use Limited to Agreement.**

The use of any funds provided under this Agreement for a purpose other than those expressly stated herein is prohibited.

C. **RECIPIENT Compliance.**

In addition to the foregoing and the other terms and conditions provided in this Agreement, RECIPIENT shall comply with the following requirements:

(1) **Records and Accounting**.

a. **Demonstrate Compliance.**

RECIPIENT shall keep and maintain accurate and complete books and records of all Grant fund expenditures by RECIPIENT to demonstrate the Grant funds were

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disbursed, distributed and used by RECIPIENT in compliance with this Agreement. The records shall account for every Grant, expenditure, or other distribution made of the Grant funds and shall include copies of associated documents to include without limitation receipts, invoices, and any other documents related to any necessary administrative cost incurred by RECIPIENT in the performance of RECIPIENT's services described in the Scope of Work.

b. **Survive Expiration or Termination.**

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

13. **FORCE MAJEURE.**

If a Party is delayed in any performance pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such Party is delayed. The Party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating the anticipated duration. Each Party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other Party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

14. **ENROLLED AND USE E-VERIFY.**

Section 448.095, F.S., requires RECIPIENT to be registered and use the E-Verify system to verify the work authorization status of all employees hired after the effective date of this Agreement and prohibits RECIPIENT from entering into this Agreement unless it is in compliance therewith. Information provided by RECIPIENT is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

B. RECIPIENT has agreed to perform in accordance with the requirements of this Section and agrees:

(1) It certifies and assures COUNTY that RECIPIENT is currently in fully compliance with Section 448.095, F.S., it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees. This certification and assurance is a material term on which COUNTY relies in entering into this Agreement.

(2) COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that RECIPIENT has knowingly violated Section 448.09(1), F.S., that is, that RECIPIENT knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

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(3) When RECIPIENT enters into a contract with an employee, a contractor or a subcontractor, RECIPIENT shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

(4) RECIPIENT shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

(5) RECIPIENT shall immediately terminate the Contracting Party if RECIPIENT has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.

(6) If COUNTY has a good faith belief that RECIPIENT's Contracting Party has knowingly violated Section 448.09(1), F.S., but that RECIPIENT has otherwise complied, COUNTY shall promptly order RECIPIENT to terminate the Contracting Party. RECIPIENT agrees that upon such an order, RECIPIENT shall immediately terminate the Contracting Party. RECIPIENT agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate RECIPIENT.

(7) If COUNTY terminates this Agreement with RECIPIENT, RECIPIENT may not be awarded a public contract for a least one (1) year after the date of termination.

(8) RECIPIENT is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.

(9) Any such termination under this Section is not a breach of this Agreement and may not be considered as such.

(10) RECIPIENT shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

(11) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

15. **CONFLICT OF INTEREST.**

A. RECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the administration of contracts using COUNTY funds.

B. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, RECIPIENT certifies that no employee, agent, or officer of RECIPIENT

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who exercises decision making responsibility with respect to the Grant funds and RECIPIENT's Program, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:

(1) This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of RECIPIENT and to their immediate family members, and business partner(s).

(2) This requirement applies for such persons during their tenure and for a period of one (1) year after leaving RECIPIENT.

(3) It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

16. **GOOD FAITH.**

Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities under this Agreement.

17. **NON-ASSIGNABILITY.**

This Agreement shall not be assigned, transferred, or encumbered by RECIPIENT unless authorized by COUNTY in writing as a modification to this Agreement.

18. **SEVERABILITY.**

A. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless COUNTY or RECIPIENT elect to terminate this Agreement.

B. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

C. Prior to terminating this Agreement, the Parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

19. **NOTICE.**

COPY

Any notice required to be provided hereunder shall be in writing, directed to the Parties at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U. S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service.

20. **BINDING EFFECT**.

This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

21. **NO THIRD-PARTY BENEFICIARIES.**

Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

22. **AMENDMENTS.**

This Agreement may only be amended by a written instrument executed by the Parties which specifically refers to this Agreement.

23. **RELATIONSHIP OF THE PARTIES**.

RECIPIENT is an Independent Contractor in the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the Parties, or to allow either to exercise control or direction over the other.

24. **APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie only in the courts of the Fifth Judicial Circuit, located in Marion County, Florida, or in the United States District Court, Middle District of Florida, Ocala, Florida Division.

25. **EXPENSES; ATTORNEYS' FEES.**

Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear the Party's own expenses in connection with the preparation, execution, and performance of this Agreement. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

26. **WAIVER OF JURY TRIAL.**

By entering into this Agreement, RECIPIENT and COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the Parties of this Agreement

27. **INTERPRETATION**.

COPY

Neither of the Parties shall be considered the drafter of this Agreement for purposes of its interpretation.

28. **NO WAIVER.**

The rights of COUNTY and of RECIPIENT herein shall be cumulative, and failure on the part of COUNTY or RECIPIENT, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

29. **ENTIRE AGREEMENT. SEVERABILITY.**

This Agreement (including its exhibits) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether oral or written, among the Parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein shall be of any force and effect.

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

30. **LEGAL AUTHORIZATION.**

RECIPIENT certifies that it has the legal authority to receive the funds contemplated by this Agreement. RECIPIENT also certifies that the undersigned person has the authority to legally execute and bind RECIPIENT to the terms of this Agreement.

[This portion of page intentionally left blank. Signature page follows.]

COPY

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

HUMANE SOCIETY OF MARION COUNTY, INC.

By: Roseann Morton
Roseann Morton
President

Date: 12/12/2023

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ✓ online notarization, this 12th day of December, 2023, by Roseann Morton as President of **HUMANE SOCIETY OF MARION COUNTY, INC.**
(SEAL)

Notary Public State of Florida
Kirstin A Tanner
My Commission HH 299386
Expires 8/10/2026

Kirstin Tanner
Notary Public, State of Florida

✓ Personally Known
OR
___ Produced Identification
Type of Identification Produced: _____

[This portion of page intentionally left blank. Signature page follows.]

COPY

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Michelle Stone, Chairman
BCC Approved 12/19/2023

ATTEST:

_____ 12/19/2023
Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

For: _____
Matthew G. Minter, County Attorney

COPY

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21384 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.1.2.

SUBJECT:
Request Approval of Third Amendment to Grant Agreement Between Sheltering Hands, Inc. and Marion County (Budget Impact - Neutral; expenditure of $30,000)

INITIATOR:
Angel Roussel, P.E., Assistant County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
On December 19, 2023, the Board approved a grant agreement to provide Sheltering Hands, Inc. with $25,000 to be used for spay and neuter services, vaccination and micro-chipping, among other services.

On August 20, 2024, the Board approved the first amendment to the agreement to release the remaining funds of $5,000.

On December 17, 2024, the Board approved the second amendment to the agreement to replenish grant funding with an additional $30,000.

The third amendment being presented for approval today provides Sheltering Hands, Inc., with grant funding in the amount of $30,000, for the current fiscal year to continue their services for Marion County citizens and their pets.

BUDGET/IMPACT:
Neutral; expenditure of $30,000.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the third amendment to grant agreement for Sheltering Hands, Inc.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Gouin (Last) Stephanie (First) (Dept) Administration - 1020

(Title) Executive Coordinator (Phone) (352) 438-2306

Signature Stephanie Gouin Date Tuesday, November 18, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☐ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

On December 19, 2023, the Board approved a grant agreement between Sheltering Hands, Inc., and Marion County, Florida, in the amount of $25,000. On August 20, 2024, the Board approved the first amendment to the agreement to release the remaining funds of $5,000. On December 17, 2024, the Board approved a second amendment to the agreement to replenish grant funding with an additional $30,000. This request is for a third amendment to the agreement to replenish grant funding in the amount of $30,000, for the current fiscal year (FY 2025-26).

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Earliest possible meeting

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-1270

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

Date Received:

RECEIVED
By Marion County Attorney LZ at Nov 18, 2025

Attorney Signature: Thomas Schwartz Date 11/19/25

Staff Signature: Stephanie Gouin Date: 11/20/25 Returned: ☒ Department ☐ Admin ☐ _____
Completed

THIRD AMENDMENT TO GRANT AGREEMENT BETWEEN SHELTERING HANDS, INC. AND MARION COUNTY, FLORIDA

This **Second Amendment to the Grant Agreement** is made and entered into this 2ND day of December, 2025, by and between **Marion County, a political subdivision of the State of Florida**, with its principal place of business located at 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Sheltering Hands, Inc.**, with its principal place of business located at 10397 N US Highway 27, Ocala, FL 34482 (hereinafter referred to as "RECIPIENT")(individually "Party"," collectively "Parties").

RECITALS

WHEREAS, COUNTY and RECIPENT entered into a Grant Agreement ("Agreement") on December 19, 2023, whereby COUNTY authorized a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Twenty-five thousand ($25,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, COUNTY and RECIPENT have entered into a First and Second Amendment of the Grant Agreement, whereby COUNTY authorized replenishment grants of Funds to RECIPIENT subject to the terms and conditions provided in the Agreement for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be further replenished by providing RECIPIENT with an additional **Thirty thousand ($30,000) Dollars** in replenishment grant funding for the fiscal year commencing on October 1, 2025, by amending the Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program; and

WHEREAS, RECIPIENT has demonstrated to COUNTY a satisfactory showing of continuing grant funding need and the successful operation of its Program; and

FOR REVIEW

WHEREAS, COUNTY and RECIPIENT desire to further amend the Agreement in order to replenish RECIPIENT's Award Amount thereunder;

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

SECTION 1. RECITALS. The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

SECTION 2. REPLENISHMENT. The Agreement is hereby further amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Thirty Thousand ($30,000) Dollars** in replenishment grant funding, to be disbursed and distributed by RECIPIENT for continuing low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program.

SECTION 3. Except as expressly further modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

FOR REVIEW

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

SHELTERING HANDS, INC.

By: Leslie Hinson
Leslie Hinson
President

Date: 11/21/2025

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 21st day of November, 2025, by Leslie Hinson as President of **SHELTERING HANDS, INC.**
(SEAL)

APRIL L. LESAGE
Commission # HH 387758
Expires August 18, 2027

Notary Public, State of Florida

X Personally Known
OR
____ Produced Identification
Type of Identification Produced: _____

[This portion of page intentionally left blank. Signature page follows.]

FOR REVIEW

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By:_____
Carl Zalak, III, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

For: _____
Matthew G. Minter, County Attorney

FOR REVIEW

SECOND AMENDMENT TO GRANT AGREEMENT BETWEEN

SHELTERING HANDS, INC.

AND

MARION COUNTY, FLORIDA

This **Second Amendment to the Grant Agreement** is made and entered into this 17 day of December, 2024, by and between **Marion County, a political subdivision of the State of Florida**, with its principal place of business located at 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Sheltering Hands, Inc.**, with its principal place of business located at 10397 N US Highway 27, Ocala, FL 34482 (hereinafter referred to as "RECIPIENT")(individually "Party"," collectively "Parties").

RECITALS

WHEREAS, COUNTY and RECIPENT entered into a Grant Agreement ("Agreement") on December 19, 2023, whereby COUNTY authorized a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Twenty-five thousand ($25,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, COUNTY and RECIPENT entered into a First Amendment of the Grant Agreement ("First Amendment") on August 20, 2024, whereby COUNTY authorized a replenishment grant of Funds (the "Replenishment Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Five thousand ($5,000) Dollars** (the "Replenishment Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be further replenished by providing RECIPIENT with an additional **Thirty thousand ($30,000) Dollars** in replenishment grant funding for fiscal year commencing on October 1, 2024, by amending the Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program; and

WHEREAS, RECIPIENT has demonstrated to COUNTY a satisfactory showing of continuing grant funding need and the successful operation of its Program; and

COPY

WHEREAS, COUNTY and RECIPIENT desire to further amend the Agreement in order to replenish RECIPIENT's Award Amount thereunder;

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

SECTION 1. RECITALS. The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

SECTION 2. REPLENISHMENT. The Agreement is hereby further amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Thirty Thousand ($30,000) Dollars** in replenishment grant funding, to be disbursed and distributed by RECIPIENT for continuing low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program.

SECTION 3. Except as expressly further modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

COPY

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

SHELTERING HANDS, INC.

By: Leslie Hinson
Leslie Hinson
President

Date: 12/4/2024

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 4th day of December, 2024, by Leslie Hinson as President of **SHELTERING HANDS, INC.**
(SEAL)

APRIL L. LESAGE
Commission # HH 387758
Expires August 18, 2027

Notary Public, State of Florida

X Personally Known
OR
_____ Produced Identification
Type of Identification Produced: _____

[This portion of page intentionally left blank. Signature page follows.]

COPY

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Kathy Bryant, Chairman

BCC Approved: December 17, 2024

ATTEST:

_____
Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

For: _____
Matthew G. Minter, County Attorney

COPY

FIRST AMENDMENT TO GRANT AGREEMENT BETWEEN

SHELTERING HANDS, INC.

AND

MARION COUNTY, FLORIDA

This **First Amendment to the Grant Agreement** is made and entered into this 20TH day of August, 2024, by and between **Marion County, a political subdivision of the State of Florida**, with its principal place of business located at 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Sheltering Hands, Inc.**, with its principal place of business located at 10397 N US Highway 27, Ocala, FL 34482 (hereinafter referred to as "RECIPIENT")(individually "Party"," collectively "Parties").

RECITALS

WHEREAS, COUNTY and RECIPIENT entered into a Grant Agreement ("Agreement") on December 19TH, 2023, whereby COUNTY authorized a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Twenty-five thousand ($25,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be replenished by providing RECIPIENT with an additional **Five thousand ($5,000) Dollars** in grant funding, by amending the Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program; and

WHEREAS, RECIPIENT has demonstrated to COUNTY a satisfactory showing of continuing grant funding need and the successful operation of its Program; and

WHEREAS, COUNTY and RECIPIENT desire to amend the Agreement in order to replenish RECIPIENT's Award Amount thereunder;

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

SECTION 1. RECITALS. The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

COPY

SECTION 2. REPLENISHMENT. The Agreement is hereby amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Five Thousand ($5,000) Dollars** in grant funding, to be disbursed and distributed by RECIPIENT for continuing low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program.

SECTION 3. DELETION. Section 5.6 of the Agreement is hereby deleted in its entirety.

SECTION4. Except as expressly modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

COPY

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

SHELTERING HANDS, INC.

By: Elena Goulet
Leslie Hinson
President
Board Secretary
Elena Goulet

Date: 8/12/24

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 12 day of August, 2024, by Leslie Hinson as President of **SHELTERING HANDS, INC.**
(SEAL)

Notary Public State of Florida
Coral Gowen
My Commission HH 404257
Expires 5/30/2027

Coral Gowen
Notary Public, State of Florida

_____ Personally Known
OR
X Produced Identification
Type of Identification Produced: Driver License

[This portion of page intentionally left blank. Signature page follows.]

COPY

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Michelle Stone, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

For: _____
Matthew G. Minter, County Attorney

COPY

GRANT AGREEMENT BETWEEN

SHELTERING HANDS, INC.

AND

MARION COUNTY, FLORIDA

This **GRANT AGREEMENT BETWEEN SHELTERING HANDS, INC. AND MARION COUNTY, FLORIDA** (this "Agreement") is made and entered into by and between **SHELTERING HANDS, INC.,** 10397 N US Highway 27, Ocala, FL 34482, FEIN 20-8941924, a Florida Not-for-Profit Corporation, (the "RECIPIENT") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties").

RECITALS

WHEREAS, RECIPIENT is a non-profit organization dedicated to the care and protection of animals in Marion County, Florida, with a mission to prevent cruelty, suffering, and overpopulation of animals in Marion County, Florida through its programs focusing on low-cost spay and neutering, vaccination and microchipping services; and

WHEREAS, RECIPIENT has the leadership, staff and collaborative community outreach partners necessary to provide effective animal care and protection services in Marion County, Florida; and

WHEREAS, COUNTY has determined it is in the public interest of Marion County that a Grant be awarded and distributed to RECIPIENT to assist RECIPIENT in the fulfillment of its low-cost spay and neutering, vaccination and microchipping services, which services are in support of Marion County's enforcement of state laws and COUNTY ordinances relating to animal services; and

WHEREAS, COUNTY has requested and RECIPIENT has agreed to accept a grant from COUNTY Grant Funds for RECIPIENT to hold, manage, administer and distribute for low-cost spay and neutering, vaccination and microchipping services to qualified low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program") as further described in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

COPY

1. **RECITALS**.

The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

2. **TERM**.

This Agreement shall be effective the date of the last signature below (the "Effective Date") and shall thereafter remain in effect until December 31, 2024 unless extended by the Parties or sooner terminated as provided herein.

3. **AWARD; PROPORTIONATE USE; REPLENISHED**.

A. **The Grant.**
COUNTY, subject to terms and conditions provided in this Agreement, hereby authorizes a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in this Agreement in the amount of **Twenty-five thousand ($25,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program").

B. ***May* Be Replenished.**
The dollar amount of assistance hereby awarded to RECIPIENT (the "Award Amount") may be replenished by providing RECIPIENT with an additional **Five thousand ($5,000)** in grant funding, by amending this Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program.

4. **SERVICES.**

A. In association with the Grant award, RECIPIENT shall, in an efficient and expeditious manner, accept and distribute Grant funds in compliance with this Agreement for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's animal care assistance. Any other use of the Grant, or any portion thereof, without the written consent of COUNTY is prohibited.

B. "Low-income residents" of Marion County eligible for RECIPIENT'S spay and neutering, vaccination and microchipping services are defined as: i) residents earning less than eighty percent (80%) of Area Median Income, pursuant to the Income Chart published annually by the Florida Housing Finance Corporation, ii) unemployed residents or those on fixed-income Social Security (SS) / Social Security Income (SSI) benefits, iii) or colony caregivers. RECIPIENT will exercise its reasonable discretion in determining resident eligibility.

5. **GENERAL RESPONSIBILITIES OF RECIPIENT:**

COPY

5.1 RECIPIENT acknowledges and agrees that the obligations, representations, certifications, and assurances of RECIPIENT in this Grant Agreement, including this Article 5 are material terms of this Agreement and County affirmatively relies upon same as part of the consideration in entering into this Grant Award. Any breach of a term of this Agreement is a material breach by RECIPIENT.

5.2 RECIPIENT certifies and assures County that RECIPIENT is knowledgeable of and shall comply with all applicable federal, state, and local laws and regulations in executing the Program and Scope of Work. RECIPIENT agrees to furnish all labor, materials, equipment, and services and shall obtain any and all governmental permits necessary to execute the Program/Scope of Work.

5.3 RECIPIENT shall provide proof of insurance to County obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. A $1,000,000 Commercial General Liability Insurance Policy is required for the Event/Project along with "Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers" being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event/Project, but set up days and take down days as well.

Listing on Certificate of Insurance should read:
Marion County,
a political subdivision of the State of Florida,
its officials, employees, and volunteers
601 SE 25th Avenue
Ocala, FL 34471

During the term of this Agreement, RECIPIENT at its sole expense, shall provide insurance of such a type and with such terms and limits as noted above. Providing and maintaining adequate insurance coverage is a material obligation of RECIPIENT. RECIPENT's insurance coverage shall be primary insurance as respects to the COUNTY for all applicable policies. The limits of coverage under each policy maintained by RECIPIENT shall not be interpreted as limiting RECIPENT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the COUNTY Risk Management department.

The coverages, limits and/or endorsements required herein protect the primary interests of the County, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the RECIPIENT against any loss exposures, whether as a result of this Agreement or otherwise.

COPY

Marion County Board of County Commissioners, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the RECIPIENT. The coverage shall contain no special limitation on the scope of protection afforded to the COUNTY, its officials, employees, or volunteers.

5.4 In the performance of this Agreement, RECIPIENT shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY, thereby making RECIPIENT solely responsible for the means, methods, techniques, sequences, and procedures utilized by RECIPIENT in the full performance of this Agreement.

5.5 RECIPIENT shall keep and provide COUNTY with records of all transactions related to this Agreement and COUNTY shall have the right to review such records. The parties specifically agree that should COUNTY request to review such records, RECIPIENT shall produce the records at COUNTY's office located at **109 W Silver Springs Blvd., Ocala, FL 34475**, during normal business hours.

5.6 Audit.

A. **Subject to Audit.**
All low-cost spay and neutering, vaccination and microchipping service transactions related to this Agreement are subject to programmatic and financial audit by the Marion County Clerk of the Court – Internal Auditor, other COUNTY staff or authorized personnel or any other governmental representative COUNTY may dictate.

B. **Inspection; Public Record.**
All RECIPIENT programmatic and financial documents that are part of or relate to the Grant Award are subject to COUNTY inspection and made public record.

C. **Additional Information.**
COUNTY reserves the right to request additional information if deemed necessary during the Term of this Agreement.

D. **Repayment.**
(1) RECIPIENT may be required to repay all or a portion of Grant monies provided should an audit of RECIPIENT records determine ineligibility of any expenditure or upon the occurrence of a default of this Agreement.

(2) The Parties expressly and specifically agree that all determinations arising from a County audit of RECIPIENT'S records regarding the eligibility or ineligibility of an expenditure of the Grant funding shall be final and binding.

6. PUBLIC RECORDS COMPLIANCE.

COPY

A. RECIPIENT acknowledges that any material, including papers, photographs, films, and audio recordings, made or received by COUNTY in connection with RECIPIENT's request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, RECIPIENT acknowledges that it cannot dictate to COUNTY what material is open to public inspection or the circumstances under which material is deemed confidential.

B. If, under this Agreement, RECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.001(2), Florida Statutes, then, RECIPIENT shall comply with public records laws, specifically:

(1) Keep and maintain public records required by COUNTY to perform the service;

(2) Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if RECIPIENT does not transfer the records to COUNTY; and,

(4) Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of RECIPIENT or keep and maintain public records required by COUNTY to perform the service. If RECIPIENT transfers all public records to COUNTY upon completion of this Agreement, RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RECIPIENT keeps and maintains public records upon completion of this Agreement, RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

C. If RECIPIENT fails to provide the public records to COUNTY within a reasonable time or otherwise, RECIPIENT may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

D. **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations
601 SE 25th Ave.
Ocala, FL 34471

COPY

Phone: 352-438-2300
Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

F. Pursuant to current State law, requests to inspect or copy public records relating to this Agreement for services must be made directly to COUNTY. If RECIPIENT receives any such request, RECIPIENT shall instruct the requestor to contact COUNTY. If COUNTY does not possess the records requested, COUNTY shall immediately notify RECIPIENT of such request, and RECIPIENT must provide the records to COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. RECIPIENT acknowledges that failure to provide the public records to COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. RECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from COUNTY.

H. RECIPIENT shall indemnify, defend, and hold COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from RECIPIENT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by RECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorneys' fees and costs arising therefrom. RECIPIENT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against RECIPIENT from a Circuit Court in Marion County on an expedited basis to enforce the requirements of this Section.

I. RECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes [commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")] and RECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with and to assist COUNTY in complying with the same as it relates to all aspects of this Agreement.

J. RECIPIENT shall immediately notify COUNTY if RECIPIENT receives a public records request related to this Agreement.

K. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. EVENTS OF DEFAULT.

The following are events of default:

A. Improper use of Grant funds whether found by COUNTY, an auditor, or another authority;

B. RECIPIENT's failure to perform in accordance with the terms of this Agreement;

C. RECIPIENT's failure to perform timely;

D. Inability or unwillingness to comply with the conditions imposed upon the expenditure of Grant Funds;

E. Materially incorrect or incomplete information or documentation in any Grant-related document; or

F. Changes in law or the availability of Grant funds that render the assistance contemplated herein impossible or infeasible.

8. INDEMNIFICATION AND LIMITATION OF LIABILITIES:

8.1 To the fullest extent permitted by law, RECIPIENT shall indemnify, defend, and hold harmless, release, and forever discharge the Board, Board Members, Marion County, and its officers, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the issuance of the Grant Award, including a reasonable attorney's fees and costs arising from any negligent, willful or wrongful misconduct, knowing misrepresentation by the RECIPIENT, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of the RECIPIENT or anyone directly or indirectly employed by the RECIPIENT in connection with the issuance of the Grant Award for RECIPIENT's Program/Scope of Work. The RECIPIENT expressly understands and agrees that any insurance protection provided by the RECIPIENT shall in no way limit the responsibility to indemnify, keep and save harmless and defend Marion County and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter Marion County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023). Pursuant to Section 768.28, Florida Statutes, nothing in this Agreement shall require Marion County to indemnify or insure the RECIPIENT for the RECIPENT's negligence. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

8.2 In no event shall COUNTY be liable to RECIPIENT for any incidental, indirect, special, punitive or consequential damages even if COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.

8.3 THE LIABILITY AND IMMUNITY OF THE COUNTY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES, AND, NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF COUNTY OR TO WAIVE ANY IMMUNITY ENJOYED BY COUNTY UNDER THAT STATUTE.

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ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO F.S. §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN F.S. §768.28 OR THIS AGREEMENT SHALL BE CONSIDERED VOID.

8.4 RECIPIENT acknowledges that COUNTY is a financial contributor to the RECIPIENT's Program/Scope of Work under this Agreement only and to the extent of this Grant Award only, and COUNTY shall not otherwise be responsible for any debt incurred or liability issues that may occur in any way related to the RECIPIENT's Program/Scope of Work.

9. **TERMINATION.**

A. **RECIPIENT Termination.**

(1) RECIPIENT may terminate this Agreement at any time with or without cause by written notice to COUNTY in the manner specified for the giving of notices herein. Such notice shall include the contemporaneous electronic return of all unexpended Grant funds as well as RECIPIENT's final report.

(2) Upon such termination, any future funding contemplated herein would terminate.

B. **COUNTY Termination *for Cause*.**

(1) **Right.**

COUNTY shall have the right to terminate this Agreement upon the occurrence of any Event of Default or any other failure by RECIPIENT to perform according to this Agreement.

Notice. Manner.

COUNTY's election to terminate this Agreement for default shall be communicated by providing RECIPIENT written notice of termination in the manner specified below.

C. **COUNTY Termination for Convenience.**

COUNTY reserves the right to terminate this Agreement in whole or in part at any time for the convenience of COUNTY without penalty or recourse. Upon receipt of such notice, RECIPIENT shall immediately discontinue all further activity under this Agreement and affirmatively act to minimize damages.

D. **Appropriated Funds.**

The obligation of COUNTY for payment to RECIPIENT is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

COPY

10. **FORCE MAJEURE.**

No Party shall be held in default of this Agreement for any delay or failure of such Party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth in Section "13."

11. **COUNTY'S REMEDIES UPON DEFAULT.**

Upon default, COUNTY may pursue any remedies available at law or equity, to include, without limitation, the following:

A. Terminate this Agreement without further notice;

B. Declare any or all funding provided under this Agreement due and payable to COUNTY within seven (7) calendar days of the date of notice;

C. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, COUNTY shall have the right, but not the obligation to enjoin such violation or threatened violation in a court of competent jurisdiction in Marion County, Florida;

D. COUNTY shall be entitled to recover from RECIPIENT all damages, costs, and attorney's fees arising from RECIPIENT's default prior to termination; and

E. The remedies above, including the right of injunction, shall be in addition to any and all other remedies under statute, at law, or in equity.

12. **ACCOUNTABILITY AND OVERSIGHT**.

A. **Public Funds.**

The Grant, and any portion thereof, covered by this Agreement are public funds and as such are subject to all applicable Federal, State, and local laws and regulations pertaining to the use of public funds.

B. **Funds Use Limited to Agreement.**

The use of any funds provided under this Agreement for a purpose other than those expressly stated herein is prohibited.

C. **RECIPIENT Compliance.**

In addition to the foregoing and the other terms and conditions provided in this Agreement, RECIPIENT shall comply with the following requirements:

(1) **Records and Accounting**.

a. **Demonstrate Compliance.**

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RECIPIENT shall keep and maintain accurate and complete books and records of all Grant fund expenditures by RECIPIENT to demonstrate the Grant funds were disbursed, distributed and used by RECIPIENT in compliance with this Agreement. The records shall account for every Grant, expenditure, or other distribution made of the Grant funds and shall include copies of associated documents to include without limitation receipts, invoices, and any other documents related to any necessary administrative cost incurred by RECIPIENT in the performance of RECIPIENT's services described in the Scope of Work.

b. **Survive Expiration or Termination.**

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

13. ***FORCE MAJEURE.***

If a Party is delayed in any performance pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such Party is delayed. The Party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating the anticipated duration. Each Party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other Party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

14. **ENROLLED AND USE E-VERIFY.**

Section 448.095, F.S., requires RECIPIENT to be registered and use the E-Verify system to verify the work authorization status of all employees hired after the effective date of this Agreement and prohibits RECIPIENT from entering into this Agreement unless it is in compliance therewith. Information provided by RECIPIENT is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

B. RECIPIENT has agreed to perform in accordance with the requirements of this Section and agrees:

(1) It certifies and assures COUNTY that RECIPIENT is currently in fully compliance with Section 448.095, F.S., it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees. This certification and assurance is a material term on which COUNTY relies in entering into this Agreement.

COPY

(2) COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that RECIPIENT has knowingly violated Section 448.09(1), F.S., that is, that RECIPIENT knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

(3) When RECIPIENT enters into a contract with an employee, a contractor or a subcontractor, RECIPIENT shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

(4) RECIPIENT shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

(5) RECIPIENT shall immediately terminate the Contracting Party if RECIPIENT has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.

(6) If COUNTY has a good faith belief that RECIPIENT's Contracting Party has knowingly violated Section 448.09(1), F.S., but that RECIPIENT has otherwise complied, COUNTY shall promptly order RECIPIENT to terminate the Contracting Party. RECIPIENT agrees that upon such an order, RECIPIENT shall immediately terminate the Contracting Party. RECIPIENT agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate RECIPIENT.

(7) If COUNTY terminates this Agreement with RECIPIENT, RECIPIENT may not be awarded a public contract for a least one (1) year after the date of termination.

(8) RECIPIENT is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.

(9) Any such termination under this Section is not a breach of this Agreement and may not be considered as such.

(10) RECIPIENT shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

(11) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

15. **CONFLICT OF INTEREST.**

COPY

A. RECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the administration of contracts using COUNTY funds.

B. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, RECIPIENT certifies that no employee, agent, or officer of RECIPIENT who exercises decision making responsibility with respect to the Grant funds and RECIPIENT's Program, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:

(1) This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of RECIPIENT and to their immediate family members, and business partner(s).

(2) This requirement applies for such persons during their tenure and for a period of one (1) year after leaving RECIPIENT.

(3) It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

16. **GOOD FAITH.**

Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities under this Agreement.

17. **NON-ASSIGNABILITY.**

This Agreement shall not be assigned, transferred, or encumbered by RECIPIENT unless authorized by COUNTY in writing as a modification to this Agreement.

18. **SEVERABILITY.**

A. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless COUNTY or RECIPIENT elect to terminate this Agreement.

B. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

C. Prior to terminating this Agreement, the Parties may agree to substitute an enforceable

COPY

provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

19. **NOTICE.**

Any notice required to be provided hereunder shall be in writing, directed to the Parties at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U. S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service.

20. ***BINDING* EFFECT.**

This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

21. **NO THIRD-PARTY BENEFICIARIES.**

Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

22. **AMENDMENTS.**

This Agreement may only be amended by a written instrument executed by the Parties which specifically refers to this Agreement.

23. ***RELATIONSHIP* OF THE *PARTIES*.**

RECIPIENT is an Independent Contractor in the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the Parties, or to allow either to exercise control or direction over the other.

24. **APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie only in the courts of the Fifth Judicial Circuit, located in Marion County, Florida, or in the United States District Court, Middle District of Florida, Ocala, Florida Division.

25. **EXPENSES; ATTORNEYS' FEES.**

Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear the Party's own expenses in connection with the preparation, execution, and performance of this Agreement. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

26. **WAIVER OF JURY TRIAL.**

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By entering into this Agreement, RECIPIENT and COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the Parties of this Agreement

27. **INTERPRETATION**.

Neither of the Parties shall be considered the drafter of this Agreement for purposes of its interpretation.

28. **NO WAIVER.**

The rights of COUNTY and of RECIPIENT herein shall be cumulative, and failure on the part of COUNTY or RECIPIENT, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

29. **ENTIRE AGREEMENT. SEVERABILITY.**

This Agreement (including its exhibits) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether oral or written, among the Parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein shall be of any force and effect.

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

30. **LEGAL AUTHORIZATION.**

RECIPIENT certifies that it has the legal authority to receive the funds contemplated by this Agreement. RECIPIENT also certifies that the undersigned person has the authority to legally execute and bind RECIPIENT to the terms of this Agreement.

[This portion of page intentionally left blank. Signature page follows.]

COPY

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

SHELTERING HANDS, INC.

By: Leslie Hinson
Leslie Hinson
President

Date: December 15, 2023

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged ~~before me by means of~~ X physical presence or ___ online notarization, this 15th day of December, 2023, by Leslie Hinson as President of **SHELTERING HANDS, INC.**
(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
APRIL L. LESAGE
Commission # HH 387758
Expires August 18, 2027

Notary Public, State of Florida

X Personally Known
OR
_____ Produced Identification
Type of Identification Produced: _____

[This portion of page intentionally left blank. Signature page follows.]

COPY

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Michelle Stone, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

_____
Matthew G. Minter, County Attorney

COPY

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21389 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.1.3.

SUBJECT:
Request Approval of Third Amendment to Grant Agreement Between Voices of Change Animal League, Inc. and Marion County (Budget Impact - Neutral; expenditure of $60,000)

INITIATOR:
Angel Roussel, P.E., Assistant County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
On December 19, 2023, the Board approved a grant agreement to provide Voices of Change Animal League, Inc. (VOCAL) with $50,000 to be used for spay and neuter services, vaccination and micro-chipping, among other services.

On August 20, 2024, the Board approved the first amendment to the agreement to release the remaining funds of $10,000.

On December 17, 2024, the Board approved the second amendment to the agreement to replenish the grant funding with an additional $60,000.

The third amendment being presented for approval today is to provide VOCAL with grant funding in the amount of $60,000 for continuing their services to Marion County residents and their pets.

BUDGET/IMPACT:
Neutral; expenditure of $60,000.

RECOMMENDED ACTION:
Motion to authorize Chairman and Clerk to approve and execute the third amendment to grant agreement for VOCAL.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Gouin (Last) Stephanie (First) (Dept) Administration - 1020

(Title) Executive Coordinator (Phone) (352) 438-2306

Signature Stephanie Gouin Date Tuesday, November 18, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☐ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

On December 19, 2023, the Board approved a grant agreement between Voices of Change Animal League, Inc. (VOCAL), and Marion County, Florida, in the amount of $50,000. On August 20, 2024, the Board approved the first amendment to the agreement to release the remaining funds of $10,000. On December 17, 2024, the Board approved a second amendment to the agreement to replenish grant funding with an additional $60,000. This request is for a third amendment to the agreement to replenish grant funding in the amount of $60,000, for the current fiscal year (FY 2025-26).

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Earliest possible meeting

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-1271

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED
By Marion County Attorney LZ at Nov 18, 2025

Attorney Signature: _____ Date 11/19/25

Staff Signature: _____ (Completed) Date: 11/20/25 Returned: ☒ Department ☐ Admin ☐ _____

Rev2 03/1: 683

THIRD AMENDMENT TO GRANT AGREEMENT BETWEEN VOICES OF CHANGE ANIMAL LEAGUE, INC. AND MARION COUNTY, FLORIDA

This **Second Amendment to the Grant Agreement** is made and entered into this 2ND day of December, 2025, by and between **Marion County, a political subdivision of the State of Florida**, with its principal place of business located at 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Voices of Change Animal League, Inc.**, with its principal place of business located at 6393 SW 52nd Street, Ocala, FL 34474 (hereinafter referred to as "RECIPIENT")(individually "Party"," collectively "Parties").

RECITALS

WHEREAS, COUNTY and RECIPENT entered into a Grant Agreement ("Agreement") on December 19, 2023, whereby COUNTY authorized a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Fifty thousand ($50,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, COUNTY and RECIPENT have entered into a First and Second Amendment of the Grant Agreement, whereby COUNTY authorized replenishment grants of Funds to RECIPIENT subject to the terms and conditions provided in the Agreement for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be further replenished by providing RECIPIENT with an additional **Sixty thousand ($60,000) Dollars** in replenishment grant funding for the fiscal year commencing on October 1, 2025, by amending the Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program; and

WHEREAS, RECIPIENT has demonstrated to COUNTY a satisfactory showing of continuing grant funding need and the successful operation of its Program; and

FOR REVIEW

WHEREAS, COUNTY and RECIPIENT desire to further amend the Agreement in order to replenish RECIPIENT's Award Amount thereunder;

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

SECTION 1. RECITALS. The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

SECTION 2. REPLENISHMENT. The Agreement is hereby further amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Sixty Thousand ($60,000) Dollars** in replenishment grant funding, to be disbursed and distributed by RECIPIENT for continuing low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program.

SECTION 3. Except as expressly further modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

FOR REVIEW

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

VOICES OF CHANGE ANIMAL LEAGUE, INC.

By: Linda C. Norman
Linda C. Norman
~~President~~ Co-Founder

Date: 11/24/2025

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 24th day of November, 2025, by Linda C. Norman as President of **VOICES OF CHANGE ANIMAL LEAGUE, INC.**
(SEAL)

JENNIFER R. CLARK
Notary Public-State of Florida
Commission # HH 726429
My Commission Expires
October 03, 2029

Jennifer R. Clark
Notary Public, State of Florida

✓ Personally Known
OR
_____ Produced Identification
Type of Identification Produced: _____

[This portion of page intentionally left blank. Signature page follows.]

FOR REVIEW

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By:_____
Carl Zalak, III, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

_____
For: Matthew G. Minter, County Attorney

FOR REVIEW

SECOND AMENDMENT TO GRANT AGREEMENT BETWEEN

VOICES OF CHANGE ANIMAL LEAGUE, INC.

AND

MARION COUNTY, FLORIDA

This **Second Amendment to the Grant Agreement** is made and entered into this 17 day of December, 2024, by and between **Marion County, a political subdivision of the State of Florida**, with its principal place of business located at 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Voices of Change Animal League, Inc.**, with its principal place of business located at 6393 SW 52nd Street, Ocala, FL 34474 (hereinafter referred to as "RECIPIENT")(individually "Party"," collectively "Parties").

COPY

RECITALS

WHEREAS, COUNTY and RECIPENT entered into a Grant Agreement ("Agreement") on December 19, 2023, whereby COUNTY authorized a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Fifty thousand ($50,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, COUNTY and RECIPENT entered into a First Amendment of the Grant Agreement ("First Amendment") on August 20, 2024, whereby COUNTY authorized a replenishment grant of Funds (the "Replenishment Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Ten thousand ($10,000) Dollars** (the "Replenishment Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be further replenished by providing RECIPIENT with an additional **Sixty thousand ($60,000) Dollars** in replenishment grant funding for fiscal year commencing on October 1, 2024, by amending the Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program; and

WHEREAS, RECIPIENT has demonstrated to COUNTY a satisfactory showing of continuing grant funding need and the successful operation of its Program; and

WHEREAS, COUNTY and RECIPIENT desire to further amend the Agreement in order to replenish RECIPIENT's Award Amount thereunder;

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

SECTION 1. RECITALS. The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

SECTION 2. REPLENISHMENT. The Agreement is hereby further amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Sixty Thousand ($60,000) Dollars** in replenishment grant funding, to be disbursed and distributed by RECIPIENT for continuing low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program.

SECTION 3. Except as expressly further modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

COPY

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

VOICES OF CHANGE ANIMAL LEAGUE, INC.

By: R Carpenter for Lauren Carpenter
Linda C. Norman
President

Date: 12/4/24

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 4 day of December, 2024, by ~~Linda C. Norman~~ Lauren Carpenter as President of **VOICES OF CHANGE ANIMAL LEAGUE, INC.**
(SEAL)

JANYLL CLAUSSELL
Notary Public-State of Florida
Commission # HH 594889
My Commission Expires
September 18, 2028

Notary Public, State of Florida

_____ Personally Known
OR
__X__ Produced Identification
Type of Identification Produced: Driver's Licence

[This portion of page intentionally left blank. Signature page follows.]

COPY

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: Kathy Bryant
Kathy Bryant, Chairman
BCC Approved December 17, 2024

ATTEST:

Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

For:
Matthew G. Minter, County Attorney

COPY

12/17/24
Item 7.1

FIRST AMENDMENT TO GRANT AGREEMENT BETWEEN

VOICES OF CHANGE ANIMAL LEAGUE, INC.

AND

MARION COUNTY, FLORIDA

This **First Amendment to the Grant Agreement** is made and entered into this 20TH day of August, 2024, by and between **Marion County, a political subdivision of the State of Florida**, with its principal place of business located at 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Voices of Change Animal League, Inc.**, with its principal place of business located at 6393 SW 52nd Street, Ocala, FL 34474 (hereinafter referred to as "RECIPIENT")(individually "Party"," collectively "Parties").

RECITALS

WHEREAS, COUNTY and RECIPIENT entered into a Grant Agreement ("Agreement") on December 19TH, 2023, whereby COUNTY authorized a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Fifty thousand ($50,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be replenished by providing RECIPIENT with an additional **Ten thousand ($10,000) Dollars** in grant funding, by amending the Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program; and

WHEREAS, RECIPIENT has demonstrated to COUNTY a satisfactory showing of continuing grant funding need and the successful operation of its Program; and

WHEREAS, COUNTY and RECIPIENT desire to amend the Agreement in order to replenish RECIPIENT's Award Amount thereunder;

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

SECTION 1. RECITALS. The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

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SECTION 2. REPLENISHMENT. The Agreement is hereby amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Ten Thousand ($10,000) Dollars** in grant funding, to be disbursed and distributed by RECIPIENT for continuing low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program.

SECTION 3. DELETION. Section 5.6 of the Agreement is hereby deleted in its entirety.

SECTION4. Except as expressly modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

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IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

VOICES OF CHANGE ANIMAL LEAGUE, INC.

By: L Carpenter for
Linda C. Norman
President

Date: 8-13-24

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 13th day of August, 2024, by ~~Linda C. Norman~~ Lauren Carpenter as President of **VOICES OF CHANGE ANIMAL LEAGUE, INC.**
(SEAL)

JENNIFER R. CLARK
Notary Public-State of Florida
Commission # HH 165358
My Commission Expires
October 03, 2025

Jennifer R. Clark
Notary Public, State of Florida

___ Personally Known
OR
✓ Produced Identification
Type of Identification Produced: Driver License

[This portion of page intentionally left blank. Signature page follows.]

COPY

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Michelle Stone, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

_____
Matthew G. Minter, County Attorney

COPY

GRANT AGREEMENT BETWEEN

VOICES OF CHANGE ANIMAL LEAGUE, INC.

AND

MARION COUNTY, FLORIDA

This **GRANT AGREEMENT BETWEEN VOICES OF CHANGE ANIMAL LEAGUE, INC. AND MARION COUNTY, FLORIDA** (this "Agreement") is made and entered into by and between **VOICES OF CHANGE ANIMAL LEAGUE, INC.,** 6393 SW 52nd Street. Ocala, FL 34474, FEIN 47-3165668, a Florida Not-for-Profit Corporation, (the "RECIPIENT") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties").

RECITALS

WHEREAS, RECIPIENT is a non-profit organization dedicated to the care and protection of animals in Marion County, Florida, with a mission to prevent cruelty, suffering, and overpopulation of animals in Marion County, Florida through its programs focusing on low-cost spay and neutering, vaccination and microchipping services; and

WHEREAS, RECIPIENT has the leadership, staff and collaborative community outreach partners necessary to provide effective animal care and protection services in Marion County, Florida; and

WHEREAS, COUNTY has determined it is in the public interest of Marion County that a Grant be awarded and distributed to RECIPIENT to assist RECIPIENT in the fulfillment of its low-cost spay and neutering, vaccination and microchipping services, which services are in support of Marion County's enforcement of state laws and COUNTY ordinances relating to animal services; and

WHEREAS, COUNTY has requested and RECIPIENT has agreed to accept a grant from COUNTY Grant Funds for RECIPIENT to hold, manage, administer and distribute for low-cost spay and neutering, vaccination and microchipping services to qualified low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program") as further described in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

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1. **RECITALS**.

The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

2. **TERM**.

This Agreement shall be effective the date of the last signature below (the "Effective Date") and shall thereafter remain in effect until December 31, 2024 unless extended by the Parties or sooner terminated as provided herein.

3. **AWARD; PROPORTIONATE USE; REPLENISHED**.

A. **The Grant.**
COUNTY, subject to terms and conditions provided in this Agreement, hereby authorizes a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in this Agreement in the amount of **Fifty thousand ($50,000) Dollars** (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program").

B. **May Be Replenished.**
The dollar amount of assistance hereby awarded to RECIPIENT (the "Award Amount") may be replenished by providing RECIPIENT with an additional **Ten thousand ($10,000)** in grant funding, by amending this Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program.

4. **SERVICES.**

A. In association with the Grant award, RECIPIENT shall, in an efficient and expeditious manner, accept and distribute Grant funds in compliance with this Agreement for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's animal care assistance. Any other use of the Grant, or any portion thereof, without the written consent of COUNTY is prohibited.

B. "Low-income residents" of Marion County eligible for RECIPIENT'S spay and neutering, vaccination and microchipping services are defined as: i) residents earning less than eighty percent (80%) of Area Median Income, pursuant to the Income Chart published annually by the Florida Housing Finance Corporation, ii) unemployed residents or those on fixed-income Social Security (SS) / Social Security Income (SSI) benefits, iii) or colony caregivers. RECIPIENT will exercise its reasonable discretion in determining resident eligibility.

5. **GENERAL RESPONSIBILITIES OF RECIPIENT:**

5.1 RECIPIENT acknowledges and agrees that the obligations, representations,

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certifications, and assurances of RECIPIENT in this Grant Agreement, including this Article 5 are material terms of this Agreement and County affirmatively relies upon same as part of the consideration in entering into this Grant Award. Any breach of a term of this Agreement is a material breach by RECIPIENT.

5.2 RECIPIENT certifies and assures County that RECIPIENT is knowledgeable of and shall comply with all applicable federal, state, and local laws and regulations in executing the Program and Scope of Work. RECIPIENT agrees to furnish all labor, materials, equipment, and services and shall obtain any and all governmental permits necessary to execute the Program/Scope of Work.

5.3 RECIPIENT shall provide proof of insurance to County obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. A $1,000,000 Commercial General Liability Insurance Policy is required for the Event/Project along with "Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers" being named as an Additional Insured on the policy. The term of coverage must include not only all days of the Event/Project, but set up days and take down days as well.

Listing on Certificate of Insurance should read:
Marion County,
a political subdivision of the State of Florida,
its officials, employees, and volunteers
601 SE 25th Avenue
Ocala, FL 34471

During the term of this Agreement, RECIPIENT at its sole expense, shall provide insurance of such a type and with such terms and limits as noted above. Providing and maintaining adequate insurance coverage is a material obligation of RECIPIENT. RECIPENT's insurance coverage shall be primary insurance as respects to the COUNTY for all applicable policies. The limits of coverage under each policy maintained by RECIPIENT shall not be interpreted as limiting RECIPENT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the COUNTY Risk Management department.

The coverages, limits and/or endorsements required herein protect the primary interests of the County, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the RECIPIENT against any loss exposures, whether as a result of this Agreement or otherwise.

Marion County Board of County Commissioners, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional

insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the RECIPIENT. The coverage shall contain no special limitation on the scope of protection afforded to the COUNTY, its officials, employees, or volunteers.

5.4 In the performance of this Agreement, RECIPIENT shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY, thereby making RECIPIENT solely responsible for the means, methods, techniques, sequences, and procedures utilized by RECIPIENT in the full performance of this Agreement.

5.5 RECIPIENT shall keep and provide COUNTY with records of all transactions related to this Agreement and COUNTY shall have the right to review such records. The parties specifically agree that should COUNTY request to review such records, RECIPIENT shall produce the records at COUNTY's office located at **109 W Silver Springs Blvd., Ocala, FL 34475**, during normal business hours.

5.6 Audit.

A. **Subject to Audit.**
All low-cost spay and neutering, vaccination and microchipping service transactions related to this Agreement are subject to programmatic and financial audit by the Marion County Clerk of the Court – Internal Auditor, other COUNTY staff or authorized personnel or any other governmental representative COUNTY may dictate.

B. **Inspection; Public Record.**
All RECIPIENT programmatic and financial documents that are part of or relate to the Grant Award are subject to COUNTY inspection and made public record.

C. **Additional Information.**
COUNTY reserves the right to request additional information if deemed necessary during the Term of this Agreement.

D. **Repayment.**
(1) RECIPIENT may be required to repay all or a portion of Grant monies provided should an audit of RECIPIENT records determine ineligibility of any expenditure or upon the occurrence of a default of this Agreement.

(2) The Parties expressly and specifically agree that all determinations arising from a County audit of RECIPIENT'S records regarding the eligibility or ineligibility of an expenditure of the Grant funding shall be final and binding.

6. PUBLIC RECORDS COMPLIANCE.

A. RECIPIENT acknowledges that any material, including papers, photographs, films, and

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audio recordings, made or received by COUNTY in connection with RECIPIENT's request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, RECIPIENT acknowledges that it cannot dictate to COUNTY what material is open to public inspection or the circumstances under which material is deemed confidential.

B. If, under this Agreement, RECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.001(2), Florida Statutes, then, RECIPIENT shall comply with public records laws, specifically:

(1) Keep and maintain public records required by COUNTY to perform the service;

(2) Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if RECIPIENT does not transfer the records to COUNTY; and,

(4) Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of RECIPIENT or keep and maintain public records required by COUNTY to perform the service. If RECIPIENT transfers all public records to COUNTY upon completion of this Agreement, RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RECIPIENT keeps and maintains public records upon completion of this Agreement, RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

C. If RECIPIENT fails to provide the public records to COUNTY within a reasonable time or otherwise, RECIPIENT may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

D. **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300

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Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

F. Pursuant to current State law, requests to inspect or copy public records relating to this Agreement for services must be made directly to COUNTY. If RECIPIENT receives any such request, RECIPIENT shall instruct the requestor to contact COUNTY. If COUNTY does not possess the records requested, COUNTY shall immediately notify RECIPIENT of such request, and RECIPIENT must provide the records to COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. RECIPIENT acknowledges that failure to provide the public records to COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. RECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from COUNTY.

H. RECIPIENT shall indemnify, defend, and hold COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from RECIPIENT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by RECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorneys' fees and costs arising therefrom. RECIPIENT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against RECIPIENT from a Circuit Court in Marion County on an expedited basis to enforce the requirements of this Section.

I. RECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes [commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")] and RECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with and to assist COUNTY in complying with the same as it relates to all aspects of this Agreement.

J. RECIPIENT shall immediately notify COUNTY if RECIPIENT receives a public records request related to this Agreement.

K. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. EVENTS OF DEFAULT.

The following are events of default:

A. Improper use of Grant funds whether found by COUNTY, an auditor, or another authority;

B. RECIPIENT's failure to perform in accordance with the terms of this Agreement;

C. RECIPIENT's failure to perform timely;

D. Inability or unwillingness to comply with the conditions imposed upon the expenditure of Grant Funds;

E. Materially incorrect or incomplete information or documentation in any Grant-related document; or

F. Changes in law or the availability of Grant funds that render the assistance contemplated herein impossible or infeasible.

8. INDEMNIFICATION AND LIMITATION OF LIABILITIES:

8.1 To the fullest extent permitted by law, RECIPIENT shall indemnify, defend, and hold harmless, release, and forever discharge the Board, Board Members, Marion County, and its officers, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the issuance of the Grant Award, including a reasonable attorney's fees and costs arising from any negligent, willful or wrongful misconduct, knowing misrepresentation by the RECIPIENT, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of the RECIPIENT or anyone directly or indirectly employed by the RECIPIENT in connection with the issuance of the Grant Award for RECIPIENT's Program/Scope of Work. The RECIPIENT expressly understands and agrees that any insurance protection provided by the RECIPIENT shall in no way limit the responsibility to indemnify, keep and save harmless and defend Marion County and its officers, board members, employees, agents, and instrumentalities. This Section shall not be construed in any way to alter Marion County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023). Pursuant to Section 768.28, Florida Statutes, nothing in this Agreement shall require Marion County to indemnify or insure the RECIPIENT for the RECIPENT's negligence. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

8.2 In no event shall COUNTY be liable to RECIPIENT for any incidental, indirect, special, punitive or consequential damages even if COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.

8.3 THE LIABILITY AND IMMUNITY OF THE COUNTY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES, AND, NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF COUNTY OR TO WAIVE ANY IMMUNITY ENJOYED BY COUNTY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY

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TO F.S. §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN F.S. §768.28 OR THIS AGREEMENT SHALL BE CONSIDERED VOID.

8.4 RECIPIENT acknowledges that COUNTY is a financial contributor to the RECIPIENT's Program/Scope of Work under this Agreement only and to the extent of this Grant Award only, and COUNTY shall not otherwise be responsible for any debt incurred or liability issues that may occur in any way related to the RECIPIENT's Program/Scope of Work.

9. **TERMINATION.**

A. **RECIPIENT Termination.**

(1) RECIPIENT may terminate this Agreement at any time with or without cause by written notice to COUNTY in the manner specified for the giving of notices herein. Such notice shall include the contemporaneous electronic return of all unexpended Grant funds as well as RECIPIENT's final report.

(2) Upon such termination, any future funding contemplated herein would terminate.

B. **COUNTY Termination for Cause.**

(1) **Right.**

COUNTY shall have the right to terminate this Agreement upon the occurrence of any Event of Default or any other failure by RECIPIENT to perform according to this Agreement.

Notice. Manner.

COUNTY's election to terminate this Agreement for default shall be communicated by providing RECIPIENT written notice of termination in the manner specified below.

C. **COUNTY Termination for Convenience.**

COUNTY reserves the right to terminate this Agreement in whole or in part at any time for the convenience of COUNTY without penalty or recourse. Upon receipt of such notice, RECIPIENT shall immediately discontinue all further activity under this Agreement and affirmatively act to minimize damages.

D. **Appropriated Funds.**

The obligation of COUNTY for payment to RECIPIENT is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

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10. **FORCE MAJEURE.**

No Party shall be held in default of this Agreement for any delay or failure of such Party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth in Section "13."

11. **COUNTY'S REMEDIES UPON DEFAULT.**

Upon default, COUNTY may pursue any remedies available at law or equity, to include, without limitation, the following:

A. Terminate this Agreement without further notice;

B. Declare any or all funding provided under this Agreement due and payable to COUNTY within seven (7) calendar days of the date of notice;

C. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, COUNTY shall have the right, but not the obligation to enjoin such violation or threatened violation in a court of competent jurisdiction in Marion County, Florida;

D. COUNTY shall be entitled to recover from RECIPIENT all damages, costs, and attorney's fees arising from RECIPIENT's default prior to termination; and

E. The remedies above, including the right of injunction, shall be in addition to any and all other remedies under statute, at law, or in equity.

12. **ACCOUNTABILITY AND OVERSIGHT**.

A. **Public Funds.**

The Grant, and any portion thereof, covered by this Agreement are public funds and as such are subject to all applicable Federal, State, and local laws and regulations pertaining to the use of public funds.

B. **Funds Use Limited to Agreement.**

The use of any funds provided under this Agreement for a purpose other than those expressly stated herein is prohibited.

C. **RECIPIENT Compliance.**

In addition to the foregoing and the other terms and conditions provided in this Agreement, RECIPIENT shall comply with the following requirements:

(1) **Records and Accounting**.

a. **Demonstrate Compliance.**

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RECIPIENT shall keep and maintain accurate and complete books and records of all Grant fund expenditures by RECIPIENT to demonstrate the Grant funds were disbursed, distributed and used by RECIPIENT in compliance with this Agreement. The records shall account for every Grant, expenditure, or other distribution made of the Grant funds and shall include copies of associated documents to include without limitation receipts, invoices, and any other documents related to any necessary administrative cost incurred by RECIPIENT in the performance of RECIPIENT's services described in the Scope of Work.

b. **Survive Expiration or Termination.**

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

13. **FORCE MAJEURE.**

If a Party is delayed in any performance pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such Party is delayed. The Party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating the anticipated duration. Each Party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other Party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

14. **ENROLLED AND USE E-VERIFY.**

Section 448.095, F.S., requires RECIPIENT to be registered and use the E-Verify system to verify the work authorization status of all employees hired after the effective date of this Agreement and prohibits RECIPIENT from entering into this Agreement unless it is in compliance therewith. Information provided by RECIPIENT is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

B. RECIPIENT has agreed to perform in accordance with the requirements of this Section and agrees:

(1) It certifies and assures COUNTY that RECIPIENT is currently in fully compliance with Section 448.095, F.S., it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees. This certification and assurance is a material term on which COUNTY relies in entering into this Agreement.

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(2) COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that RECIPIENT has knowingly violated Section 448.09(1), F.S., that is, that RECIPIENT knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

(3) When RECIPIENT enters into a contract with an employee, a contractor or a subcontractor, RECIPIENT shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

(4) RECIPIENT shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

(5) RECIPIENT shall immediately terminate the Contracting Party if RECIPIENT has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.

(6) If COUNTY has a good faith belief that RECIPIENT's Contracting Party has knowingly violated Section 448.09(1), F.S., but that RECIPIENT has otherwise complied, COUNTY shall promptly order RECIPIENT to terminate the Contracting Party. RECIPIENT agrees that upon such an order, RECIPIENT shall immediately terminate the Contracting Party. RECIPIENT agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate RECIPIENT.

(7) If COUNTY terminates this Agreement with RECIPIENT, RECIPIENT may not be awarded a public contract for a least one (1) year after the date of termination.

(8) RECIPIENT is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.

(9) Any such termination under this Section is not a breach of this Agreement and may not be considered as such.

(10) RECIPIENT shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

(11) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

15. **CONFLICT OF INTEREST.**

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A. RECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the administration of contracts using COUNTY funds.

B. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, RECIPIENT certifies that no employee, agent, or officer of RECIPIENT who exercises decision making responsibility with respect to the Grant funds and RECIPIENT's Program, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:

(1) This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of RECIPIENT and to their immediate family members, and business partner(s).

(2) This requirement applies for such persons during their tenure and for a period of one (1) year after leaving RECIPIENT.

(3) It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

16. **GOOD FAITH.**

Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities under this Agreement.

17. **NON-ASSIGNABILITY.**

This Agreement shall not be assigned, transferred, or encumbered by RECIPIENT unless authorized by COUNTY in writing as a modification to this Agreement.

18. **SEVERABILITY.**

A. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless COUNTY or RECIPIENT elect to terminate this Agreement.

B. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

C. Prior to terminating this Agreement, the Parties may agree to substitute an enforceable

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provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

19. **NOTICE.**

Any notice required to be provided hereunder shall be in writing, directed to the Parties at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U. S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service.

20. **BINDING EFFECT**.

This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

21. **NO THIRD-PARTY BENEFICIARIES.**

Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

22. **AMENDMENTS.**

This Agreement may only be amended by a written instrument executed by the Parties which specifically refers to this Agreement.

23. **RELATIONSHIP OF THE PARTIES.**

RECIPIENT is an Independent Contractor in the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the Parties, or to allow either to exercise control or direction over the other.

24. **APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie only in the courts of the Fifth Judicial Circuit, located in Marion County, Florida, or in the United States District Court, Middle District of Florida, Ocala, Florida Division.

25. **EXPENSES; ATTORNEYS' FEES.**

Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear the Party's own expenses in connection with the preparation, execution, and performance of this Agreement. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

26. **WAIVER OF JURY TRIAL.**

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By entering into this Agreement, RECIPIENT and COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the Parties of this Agreement

27. **INTERPRETATION**.

Neither of the Parties shall be considered the drafter of this Agreement for purposes of its interpretation.

28. **NO WAIVER.**

The rights of COUNTY and of RECIPIENT herein shall be cumulative, and failure on the part of COUNTY or RECIPIENT, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

29. **ENTIRE AGREEMENT. SEVERABILITY.**

This Agreement (including its exhibits) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether oral or written, among the Parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein shall be of any force and effect.

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

30. **LEGAL AUTHORIZATION.**

RECIPIENT certifies that it has the legal authority to receive the funds contemplated by this Agreement. RECIPIENT also certifies that the undersigned person has the authority to legally execute and bind RECIPIENT to the terms of this Agreement.

[This portion of page intentionally left blank. Signature page follows.]

COPY

IN WITNESS WHEREOF, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

VOICES OF CHANGE ANIMAL LEAGUE, INC.

By: _____
Linda C. Norman
President

Date: 12/13/2023

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 13th day of DECEMBER, 2023, by Linda C. Norman as President of **VOICES OF CHANGE ANIMAL LEAGUE, INC.**
(SEAL)

_____
Notary Public, State of Florida

✓ Personally Known
OR
_____ Produced Identification
Type of Identification Produced: _____

SHERRI L. HINKLE
Commission # HH 361747
Expires March 15, 2027

[This portion of page intentionally left blank. Signature page follows.]

COPY

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Michelle Stone, Chairman
BCC Approved 12/19/2023

ATTEST:

_____ 12/19/2023
Gregory C. Harrell, Clerk of Court
and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

For: _____
Matthew G. Minter, County Attorney

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21363 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.2.1.

SUBJECT:
Request Approval of Bid Award: 26B-003 NW 130th Avenue Resurface from NW 35th Street to NW Highway 464B - Anderson Columbia Co., Inc. Ocala, FL (Budget Impact - Neutral; expenditure of $837,377)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid for the resurfacing of NW 130th Avenue, extending from NW 35th Street to NW HWY 464B, a total project length of approximately 1.18 miles. The scope of work generally includes but is not limited to: resurfacing the existing roadway pavement; sodding and stabilizing shoulders; constructing driveway and side-street aprons; installing and restriping pavement markings; removing and installing cross drains and associated end treatments; and widening the existing pavement shoulders to improve roadway safety and functionality. Additional work may include minor grading, erosion control measures, and traffic maintenance activities necessary to complete the project in accordance with County standards. A total of four (4) submittals were received in response to the solicitation, and the bid tabulation is provided below:

Firm - *Location*	Bid Total
Anderson Columbia Co., Inc. - *Ocala, FL*	$837,376.31
Art Walker Construction, Inc. - *Ocala, FL*	$847,364.00
Superior Asphalt, Inc. - *Oneco, FL*	$865,001.00
C. W. Roberts Contracting, Inc. - *Ocala, FL*	$888,368.38

Steven Cohoon, P.E., County Engineer, recommends that Anderson Columbia Co., Inc. receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to Anderson Columbia Co., Inc. for signature, and upon return, will be forwarded to the Clerk and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $837,376.31. Up to ten percent (10%) contingency will be added to the purchase order in accordance with the Procurement Manual.
Funding is from:
BM761541-563221 - TIP057311 ($67,320.31) (80% Gas Tax Construction Fund)

BO762541-563220 - TIP057311 ($770,056.00) (2nd Local Opt Fuel Tax)
BM761541-563221 - TIP057311 ($83,737.63 - Contingency) (80% Gas Tax Construction Fund)

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Clerk and Chairman to execute contract with Anderson Columbia Co., Inc. under 26B-003.

STANDARD FIXED PRICE AGREEMENT
BETWEEN COUNTY AND CONTRACTOR

This Standard Fixed Price Contract Between County and Contractor (this "Agreement"), made by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as the "COUNTY") and **Anderson Columbia Co., Inc.**, located at 800 NE 22nd St., Ocala, FL 24475, possessing FEIN# 59-2871935, (hereinafter referred to as the "CONTRACTOR") under seal for **NW 130TH AVENUE RESURFACE FROM NW 35TH ST TO HWY 464B** (hereinafter referred to as the "Project"). COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

SECTION 1
THIS AGREEMENT AND THE CONTRACT DOCUMENTS

A. EFFECTIVE DATE

The agreement between COUNTY and CONTRACTOR, of which this Agreement is a part, consists of the Contract Documents defined herein. This Agreement shall be effective on the last signature date set forth below.

B. THE CONTRACT DOCUMENTS

1. The Contract Documents are defined as this Agreement with all its special terms and conditions, if any, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid # 26B-003 - NW 130TH AVENUE RESURFACE FROM NW 35TH ST TO HWY 464B, the Offer, Project Bid Scope and/or Specifications, Plans and drawings, Any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed

2. CONTRACTOR acknowledges receipt of a copy of each and every Contract Document.

3. The Contract Documents, and each item therein, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

4. Should any conflict arise between the contract documents and this Agreement, the terms of this Agreement shall govern.

C. ENTIRE AGREEMENT

The Contract Documents form the entire integrated agreement between the Parties for the Project that supersedes prior negotiations, representations or agreements either written or oral. This Agreement may be amended or modified only by a writing.

D. THE PRICE

COUNTY shall pay, and CONTRACTOR shall accept, as full and complete payment for all of the Work required and defined herein, the sum of **Eight Hundred Thousand Thirty-Seven Three Hundred Seventy-Six Dollars and Thirty-One Cents ($837,376.31) based on unit pricing set forth in the Schedule of Values, Exhibit A, hereto,** (the "Price"). The Price shall not be modified except by Change Order as provided in this Agreement.

E. NO PRIVITY WITH OTHERS

Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between COUNTY and any other person or entity other than CONTRACTOR.

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F. INTENT AND INTERPRETATION

1. The intent of this Agreement is to require complete, correct and timely execution of the Work. Any Work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by CONTRACTOR for the Price.
2. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by this Agreement.
3. When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
4. The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."
5. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.
6. Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context or their usage clearly requires a contrary meaning.
7. CONTRACTOR shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to COUNTY of any inconsistency, ambiguity, error or omission which CONTRACTOR may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by COUNTY, or the Architect and/or Engineer, of the Contract Documents, Shop Drawings or Product Data, shall not relieve CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of CONTRACTOR's compliance with this Agreement.
8. COUNTY has requested the Architect and/or Engineer to prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, CONTRACTOR acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that CONTRACTOR has not, does not, and will not rely upon any representation or warranties by COUNTY concerning such documents as no such representation or warranties have been or are hereby made.
9. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
10. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control CONTRACTOR in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors defined herein.

G. OWNER OF CONTRACT DOCUMENTS

The Contract Documents, and each of them, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

SECTION 2
THE WORK

A. Definition of "Work."

The term "Work" shall mean whatever is done by or required of CONTRACTOR to perform and complete its duties under the Contract Documents, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures,

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appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement.

B. The Work to be performed by CONTRACTOR is generally described in 26B-003NW 130TH AVENUE RESURFACE FROM NW 35TH ST TO HWY 464B, ACCORDING TO THE PLANS AND SPECIFICATIONS FURNISHED BY COUNTY.

SECTION 3
TIME

A. Time is of The Essence.

All limitations of time set forth in the Contract Documents are of the essence for all performance obligations in this Agreement.

SECTION 4
SUBSTANTIAL COMPLETION

A. Definition of "Substantial Completion."

"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. Punch List.

When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. Certificate of Substantial Completion.

When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. Payment at Substantial Completion.

The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. Time and Liquidated Damages.

1. CONTRACTOR shall commence Work on the start date set forth in the NOTICE TO PROCEED (the "Start Date"). CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work **no later than 99 calendar days** from the Start Date and measured by calendar days. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."
2. Failure to complete Work within the Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the Work. The schedule shall be within the Time allotted for this Project and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.

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3. Beginning on the first calendar day after scheduled Substantial Completion, liquidated damages shall accrue at $1,685 **per calendar day**. When COUNTY reasonably believes that Substantial Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays. If and when CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

SECTION 5
FINAL COMPLETION

A. Definition of "Final Completion."

Final Completion is defined as having all Work completed, all Punch List Items corrected, final inspection completed and accepted by COUNTY. CONTRACTOR shall achieve Final Completion no later than 120 calendar days from the start date noted on the Notice to Proceed.

B. Certificate for Payment.

When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

C. Time and Liquidated Damages.

1. CONTRACTOR or CONTRACTOR's surety, if any, shall pay COUNTY liquidated damages; the sum of $1,685 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by COUNTY.
2. When COUNTY reasonably believes that Final Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When CONTRACTOR overcomes the delay in achieving Final Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

D. Final Payment.

CONTRACTOR shall not be entitled to final payment until this Agreement is closed out requiring completion by CONTRACTOR and acceptance by COUNTY of the Work and all corrected Punch List Items; Final Inspection completed; and COUNTY's receipt of the following: CONTRACTOR's final Application for Payment requesting release of retainage (if any); CONTRACTOR's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

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SECTION 6
INSURANCE

A. No Waiver.

Neither approval by COUNTY, nor failure to disapprove by COUNTY, the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for the performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

B. Insurance.

Until Project completion and all Work accepted by COUNTY, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

1. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
   Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.
   - Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
   - CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
   - COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.
2. **COMMERCIAL GENERAL LIABILITY**
   Coverage must be afforded under a Commercial General Liability policy with limits not less than
   - $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
   - $2,000,000 each occurrence for Products and Completed Operations
3. **BUSINESS AUTOMOBILE LIABILITY**
   Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.
   - In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

SECTION 7
RETAINAGE

A. Retainage amounts for construction services shall be in accordance with Section 218.735, F.S.

B. For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

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C. This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. Retainage shall be retained until final payment is issued to CONTRACTOR by COUNTY.

SECTION 8
PAYMENT OF THE AGREEMENT PRICE

A. PAYMENT PROCEDURE

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

1. **Application for Payment.**
   a. **When; Frequency.**
   After commencement of the Work, and in no event more than once per calendar month, CONTRACTOR shall submit an Application for Payment.
   b. **Requirements.** Each Application for Payment must be:
      1) For the current work period ending the last working day of the month;
      2) Received by the Architect and/or Engineer no later than the first calendar day of the following month; and
      3) In such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require.
      4) Executed on behalf of CONTRACTOR by its Superintendent designated in Section "16(O)(2)" below.
   c. **Include; Exclude.** The Application for Payment may request payment for:
      1) That portion of the Agreement Price properly allocable to Agreement requirements including duly provided, labor, materials and equipment correctly incorporated in the Work;
      2) Plus, that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work; and
      3) Less, the total amount of previous payments received from COUNTY.
2. **Warranties.**
   a. **As to Title.** CONTRACTOR warrants that:
      1) Title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment; and
      2) All Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.
   b. **As to the Work.** In its Application for Payment, CONTRACTOR warrants that:
      1) The Work has progressed to the level for which payment is requested in accordance with the Schedule of Values **(Exhibit A)**;
      2) The Work has been properly installed or performed in full accordance with this Agreement; and
      3) CONTRACTOR knows of no reason why payment should not be made as requested.
3. **Review.**
   Thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

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4. **Certificate for Payment.** When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR, through its Superintendent designated in Section "16(O)(2)" below, shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

B. Payment; Payment Amount.

1. Following the Architect's and/or Engineers receipt of each Application for Payment, COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act (the "Prompt Payment Act"), Sections 218.70-218.80, Florida Statutes (hereinafter "F.S."). Should CONTRACTOR'S construction services be paid for, in whole or in part, with Federal funds, COUNTY'S progress payments shall be subject to Federal grantor laws and regulations or requirements, if contrary to the Prompt Payment Act.
2. Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance.
3. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

C. No Waiver.

1. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment is not a waiver and shall not preclude COUNTY from the exercise of any of its rights as set forth herein.
2. No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.
3. Neither COUNTY's review, approval, acceptance or, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and shall remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

D. Payment of Subcontractors.

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

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E. Withheld Payment.

COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

1. Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;
2. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
3. Failure by CONTRACTOR to pay subcontractors or others in a timely and proper fashion;
4. Evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Agreement Price;
5. Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
6. Persistent failure to carry out the Work in accordance with the Contract Documents; or
7. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

F. Demand For Amounts Previously Paid.

In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY as contemplated in this Subsection, CONTRACTOR shall promptly comply with such demand.

G. Unexcused Failure To Pay.

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may, after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 9
COUNTY

A. Information, Services and Items Required From County.

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. Right to Stop Work.

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order. Failure or refusal to perform the

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Work in accordance with this Agreement of failure to obey an order of COUNTY shall be deemed a material breach for which COUNTY may immediately terminate this Agreement.

D. Right to Perform Work.
If CONTRACTOR's Work is stopped by COUNTY, and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate written assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, COUNTY may thereafter, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

SECTION 10
CONTRACTOR

A. CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in it services.

B. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

C. CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

D. CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

E. CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

F. Warranty.
CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

G. Permits and Fees.
CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

H. Funding Source/ Labor.
1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:

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a. Give preference to the employment of State residents for the performance of the Work on the Project if State residents have substantially equal qualifications to those of nonresidents, and

b. Post its employment needs in the job bank of the Florida Department of Economic Opportunity.

2. If the Work involves the expenditure of Federal aid funds, this Section shall not be enforced in such a manner as to conflict with or be contrary to Federal law:

a. Prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or

b. Prohibiting as unlawful any other preference or discrimination among U.S. citizens.

I. Indemnity.

1. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its elected officials, officers, employees, and agents, from and against any fines, suits, claims, demands, penalties, liabilities, losses, settlements, judgments, awards, and expenses, including reasonable attorney's fees and costs (and reasonable attorney's fees and costs on appeal), and damages (including but not limited to actual and consequential damages), which COUNTY, its elected officials, officers, employees, and agents may sustain, or which may be asserted against them, arising out of or allegedly arising out of or related to the activities contemplated by this Agreement, including, without limitation, harm or personal injury to third persons, to the extent attributable to the actions of CONTRACTOR, its agents and/or employees as well as any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by CONTRACTOR, its agents, and/or employees.

2. In claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive the termination of this Agreement.

SECTION 11
CONTRACT ADMINISTRATION

A. The Architect and/or Engineer.

Douglas Hinton is COUNTY's referenced "Architect and/or Engineer." In the event COUNTY should find it necessary or convenient to replace the Architect and/or Engineer, COUNTY shall retain a replacement and the status of the replacement shall be that of the former Architect and/or Engineer.

B. Architect and/or Engineer Administration.

1. The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until the date Architect and/or Engineer issues a final Certificate for Payment. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents

2. COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.

3. The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

4. The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR, those amounts then due CONTRACTOR as provided in this Agreement.

5. The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.

6. The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and

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Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

7. The Architect and/or Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
8. The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of Contract Documents.
9. The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

C. Claims by CONTRACTOR.

1. All CONTRACTOR claims shall be initiated by written notice and claim sent to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
2. Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with Contract Documents. The resolution of any claim under this Subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

D. Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Contract Documents, be encountered, the Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this Subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

E. Claims for Additional Cost – If CONTRACTOR wishes to make a claim for an increase in the Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1. In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including subcontractors, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

F. Claims for Additional Time – If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the

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event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this Subsection, any claim for extension of time shall be waived.

SECTION 12
SUBCONTRACTORS

A. Definition.

A subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. Award of Subcontractors.

1. Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.
2. All subcontracts shall afford CONTRACTOR rights against the subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein, including those rights afforded to COUNTY.

SECTION 13
CHANGES IN THE WORK

A. Changes Permitted.

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Field Order or by Change Order.

B. Field Orders.

The Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Price or in Agreement Time and not inconsistent with the intent of this Agreement. Such changes shall be signed by CONTRACTOR's Superintendent designated in Section "16(O)(2)" below, and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

C. "Change Order" Defined.

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Price or the Time, or any combination thereof. The Price and the Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners. Every Change Order shall be executed on behalf of CONTRACTOR only by that individual signing this Agreement on behalf of CONTRACTOR.

D. Changes in the Unit Prices.

1. If unit prices are provided for in this Agreement, any changes in the unit prices, as set forth on Exhibit A, resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the unit prices being set forth in the Change Order, (2) such change in the unit prices, together with any conditions or requirements related thereto, being initialed by both Parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

2. If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the unit prices, if any, shall then be determined by the Architect and/or Engineer on

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the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

3. If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

E. Effect of Executed Change Order.

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Price, Time and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

F. Notice of Surety; Consent.

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to COUNTY a rider to the original bond as provided by the surety.

SECTION 14
UNCOVERING AND CORRECTING WORK

A. Uncovering Work.

If any of the Work is covered contrary to the Architect and/or Engineer's request or to any provisions of the Contract Documents, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Time.

B. Correct Work.

1. Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Time for completion.
2. CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to the Contract Documents. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect and/or Engineer's services and expenses made necessary thereby.

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C. Warranty.

If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. One Year Duty.

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under the Contract Documents. Establishment of the one year time period relates only to the duty of CONTRACTOR to specifically correct the Work.

E. County May Accept Defective or Nonconforming Work.

If COUNTY chooses to accept defective or nonconforming Work, COUNTY may do so. In such event, the Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Price, if any, is insufficient to compensate COUNTY for its acceptance of defective or nonconforming Work, CONTRACTOR shall, upon written demand from COUNTY, pay COUNTY such remaining compensation for accepting defective or nonconforming Work.

SECTION 15
AGREEMENT TERMINATION

A. TERMINATION.

Either Party, upon determination that the other Party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting Party in the manner specified for the giving of notices herein. Termination of this Agreement by either Party for any reason shall have no effect upon the rights or duties accruing to the Parties prior to termination.

1. Termination by COUNTY For Cause.

a. If CONTRACTOR persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then COUNTY may provide written notice to CONTRACTOR, without prejudice to any other right or remedy, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR any may finish the Work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

b. In the event the employment of CONTRACTOR is terminated by COUNTY for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the referenced provisions shall apply.

c. COUNTY has the right to reject participation in this Agreement from anyone who has had previous business with COUNTY and therein failed to comply with the contract governing the project, who has been in litigation with COUNTY, or who has failed to obey the laws.

2. **Termination by COUNTY For Convenience**

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a. COUNTY reserves the right to terminate performance under this Agreement by CONTRACTOR for convenience. COUNTY shall give written notice of such termination to CONTRACTOR to specify when termination becomes effective.
b. CONTRACTOR shall incur no further obligations in connection with the Work and CONTRACTOR shall stop Work when such termination becomes effective. CONTRACTOR shall also terminate outstanding orders and subcontractors. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and/orders. COUNTY may direct CONTRACTOR to assign CONTRACTOR's right, title and interest under terminated orders or subcontracts to COUNTY or its designee.
c. CONTRACTOR shall transfer title and deliver to COUNTY such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as CONTRACTOR may have.
d. CONTRACTOR shall submit a termination claim to COUNTY and the Architect and/or Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect and/or Engineer. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, COUNTY shall pay CONTRACTOR, an amount derived in accordance with the Subsection below.
e. COUNTY and CONTRACTOR may agree to the compensation, if any, due to CONTRACTOR hereunder.
f. Absent agreement to the amount due to CONTRACTOR, COUNTY shall pay CONTRACTOR the following amounts:
   (1) Contract prices for labor, materials, equipment and other services accepted under this Agreement.
   (2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that CONTRACTOR would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rated of loss, if any.
   (3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid CONTRACTOR shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

3. **For Loss of Funding/Cancellation for Unappropriated Funds.**
CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year, however any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay CONTRACTOR under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate upon the expiration date. The Parties will execute an amendment to this Agreement that confirms any termination required by this Section.

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SECTION 16
MISCELLANEOUS

A. LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.

This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of this Agreement.

B. SUCCESSORS AND ASSIGNS.

COUNTY and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other Party hereto and to successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in this Agreement. CONTRACTOR shall not assign this Agreement without written consent of COUNTY and only with a document of equal dignity herewith.

C. SURETY BONDS.

CONTRACTOR shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to COUNTY. Each bond shall set forth a penal sum in an amount not less than the Price. Each bond furnished by CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by CONTRACTOR, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.

D. DAMAGE TO PROPERTY.

CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

E. USE OF OTHER CONTRACTS.

COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or County governmental agency, school board, community college/State university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation and/or this Agreement if it is in the best interest of COUNTY.

F. EMPLOYEE ELIGIBILITY VERIFICATION.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

2. Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

3. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this Subsection and agrees:

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(a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
(b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
(c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
(d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
(e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
(f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
(g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
(h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Subsection.
(i) Any such termination under this Subsection is not a breach of this Agreement and may not be considered as such.
(j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
(k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

G. FORCE MAJEURE.

Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), war, riot, or insurrection, inability to obtain required permits or licenses, acts of God, hurricanes and severe floods, epidemics and pandemics.

H. COUNTERPARTS.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and

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acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

I. AUTHORITY TO OBLIGATE.

1. The individual signing below is:
   a. An officer or member of CONTRACTOR verifiable on https://dos.myflorida.com/ sunbiz/ or
   b. Has, in advance, provided a form of written authority to bind CONTRACTOR in a form acceptable to COUNTY and signed by a representative of CONTRACTOR as described in Section "I(1)(a)" above.
2. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing and to sign all documents referenced in this Agreement on behalf of CONTRACTOR.

J. PUBLIC RECORDS COMPLIANCE.

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
   1. Keep and maintain public records required by COUNTY to perform the Work;
   2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
   4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 F.S. and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of this Agreement.

K. CONTRACTOR CONDUCT.

1. These Guidelines govern CONTRACTOR while doing work on COUNTY's property, as well as its employees, agents, consultants, and others on COUNTY's property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.
   a. Courtesy and Respect: COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

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b. Language and Behavior: CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY's property is not permitted under any circumstance.
c. No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY's property and/or reported to law enforcement.
d. Smoking: CONTRACTOR and its employees are not permitted to smoke in or near COUNTY's buildings.
e. Fraternization: CONTRACTOR and its employees may not fraternize or socialize with COUNTY's staff.
f. Appearance: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
g. Reporting: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, should be reported to COUNTY's Procurement Services Department immediately.

2. CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will takes all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY's property and prohibited actions could result in the immediate termination of any or all contracts or agreements CONTRACTOR has with COUNTY.

L. SCRUTINIZED COMPANIES.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
   b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S., or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or

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c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
   c. Been engaged in business operations in Cuba or Syria; or
   d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

M. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

N. ON-GOING COMPLIANCE

The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

O. SUPERVISION.

1. CONTRACTOR shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from CONTRACTOR to the contrary, the superintendent shall be deemed CONTRACTOR's authorized representative at the site and shall be authorized to receive and accept any and all communications from COUNTY or the Architect and/or Engineer.

2. Key supervisory personnel assigned by CONTRACTOR to this Project are as follows:

	Project Manager
	Superintendent Sole member of personnel to authorized to execute Applications for Payment, request final inspection, and execute Field Orders.

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	Foreman
	Equipment Operator(s)

P. NOTICES.

1. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served or when reflected by a receipt, i.e, an electronic mail read receipt, a courier service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Anderson Columbia Co., Inc.
800 NE 22nd St., Ocala, FL 24475
CONTACT PERSON: Doug Booth | Phone: 352-351-3334

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

2. Election to Solely Receive Notice by Email.
Alternatively, the Parties may elect to receive said notices by e-mail.

a. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org.

b. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with such method, CONTRACTOR may designate up to two (2) e-mail addresses. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.
doug.booth@andersoncolumbia.com and kim.rubeck@andersoncolumbia.com.

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IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
CLERK OF COURT

FOR RELIANCE BY MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK, III DATE
CHAIRMAN

BCC APPROVED:
December 2, 2025
26B-003 | NW 130TH AVENUE RESURFACE FROM NW 35TH ST TO HWY 464B

****

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

ANDERSON COLUMBIA CO., INC.

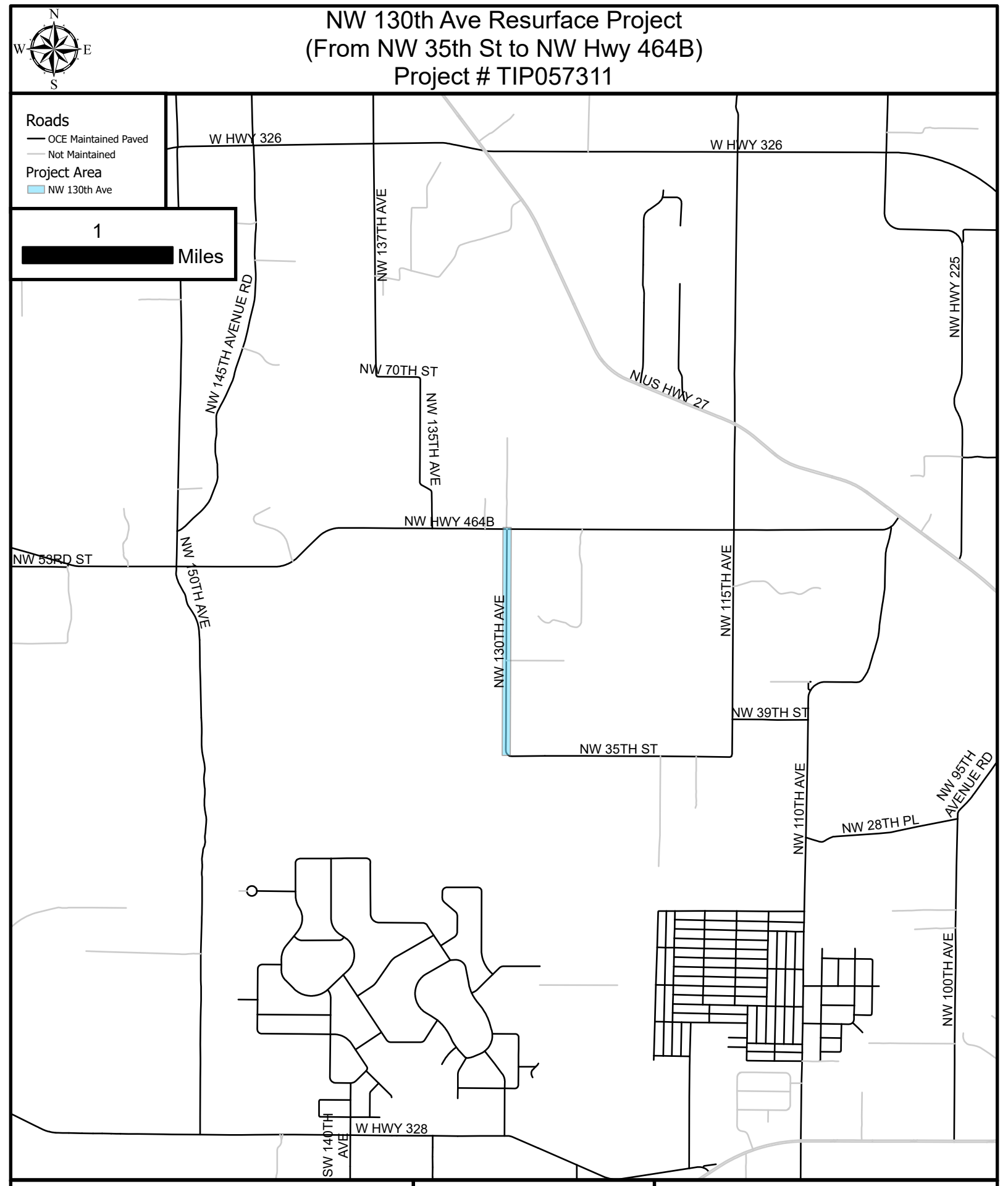
BY: DATE

PRINTED:

ITS: (TITLE)

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NW 130th Ave Resurface Project
(From NW 35th St to NW Hwy 464B)
Project # TIP057311



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 11/21/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21376 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.2.2.

SUBJECT:
Request Approval of Bid Award: 26B-004 SW 125th Avenue Resurface - Art Walker Construction, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $329,109)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid for the resurfacing of SW 125th Avenue, extending from West Hwy 40 to West Hwy 328, a total project length of approximately 0.61 miles. The scope of work includes but is not limited to resurfacing the existing roadway pavement; sodding and stabilizing shoulders; constructing driveway and side-street aprons; installing and restriping pavement markings; and, removing and installing cross drains and associated end treatments. Additional work may include minor grading, erosion control measures, and traffic maintenance activities necessary to complete the project in accordance with County standards. A total of five (5) submittals were received in response to the solicitation, as shown below:

VENDOR - *LOCATION*	**BASE BID**
Art Waker Construction, Inc. - *Ocala, FL*	$329,109.00
Pave-Rite, Inc. - *Lecanto, FL*	$332,981.61
Anderson Columbia Co, Inc. - *Ocala, FL*	$357,652.95
C. W. Roberts Contracting, Inc. - *Tallahassee, FL*	$386,265.60
Superior Asphalt, Inc. - *Oneco, FL*	$426,001.00

Steven Cohoon, P.E., County Engineer, recommends that Art Walker Construction, Inc. receive the award as the lowest, most responsive, and most responsible bidder. Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to Art Waker Construction, Inc. for signature, and upon return, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $329,109.00. Up to ten percent (10%) contingency will be added to the purchase order in accordance with the Procurement Manual. Funding is available in BM761541-56321 - $179,364.50 (80% Gas Tax Const Fund) and BO762541-563220 - $149,744.50 (2nd Local Opt Fuel Tax).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue a contract, and upon approval by Legal, authorize the Clerk and Chairman to execute contract with Art Walker Construction, Inc. under 26B-004.

STANDARD FIXED PRICE AGREEMENT
BETWEEN COUNTY AND CONTRACTOR

This Standard Fixed Price Contract Between County and Contractor (this "Agreement"), made by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as the "COUNTY") and **Art Walker Construction , Inc.**, located at 2889 NW 63rd St., Ocala, FL 34475, possessing FEIN# 59-3417034, (hereinafter referred to as the "CONTRACTOR") under seal for **SW 125th Ave Resurface** (hereinafter referred to as the "Project"). COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

SECTION 1
THIS AGREEMENT AND THE CONTRACT DOCUMENTS

A. EFFECTIVE DATE

The agreement between COUNTY and CONTRACTOR, of which this Agreement is a part, consists of the Contract Documents defined herein. This Agreement shall be effective on the last signature date set forth below.

B. THE CONTRACT DOCUMENTS

1. The Contract Documents are defined as this Agreement with all its special terms and conditions, if any, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid # 26B-004 - SW 125th Ave Resurface, the Offer, Project Bid Scope and/or Specifications, Plans and drawings, Any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed

2. CONTRACTOR acknowledges receipt of a copy of each and every Contract Document.

3. The Contract Documents, and each item therein, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

4. Should any conflict arise between the contract documents and this Agreement, the terms of this Agreement shall govern.

C. ENTIRE AGREEMENT

The Contract Documents form the entire integrated agreement between the Parties for the Project that supersedes prior negotiations, representations or agreements either written or oral. This Agreement may be amended or modified only by a writing.

D. THE PRICE

COUNTY shall pay, and CONTRACTOR shall accept, as full and complete payment for all of the Work required and defined herein, the sum of **Three Hundred Twenty-Nine Thousand One Hundred Nine Dollars and 00/100 ($329,109.00) based on unit pricing set forth in the Schedule of Values, Exhibit A, hereto,** (the "Price"). The Price shall not be modified except by Change Order as provided in this Agreement.

E. NO PRIVITY WITH OTHERS

Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between COUNTY and any other person or entity other than CONTRACTOR.

F. INTENT AND INTERPRETATION

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1. The intent of this Agreement is to require complete, correct and timely execution of the Work. Any Work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by CONTRACTOR for the Price.
2. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by this Agreement.
3. When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
4. The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."
5. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.
6. Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context or their usage clearly requires a contrary meaning.
7. CONTRACTOR shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to COUNTY of any inconsistency, ambiguity, error or omission which CONTRACTOR may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by COUNTY, or the Architect and/or Engineer, of the Contract Documents, Shop Drawings or Product Data, shall not relieve CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of CONTRACTOR's compliance with this Agreement.
8. COUNTY has requested the Architect and/or Engineer to prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, CONTRACTOR acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that CONTRACTOR has not, does not, and will not rely upon any representation or warranties by COUNTY concerning such documents as no such representation or warranties have been or are hereby made.
9. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
10. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control CONTRACTOR in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors defined herein.

G. OWNER OF CONTRACT DOCUMENTS

The Contract Documents, and each of them, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

SECTION 2
THE WORK

A. Definition of "Work."

The term "Work" shall mean whatever is done by or required of CONTRACTOR to perform and complete its duties under the Contract Documents, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures,

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appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement.

B. The Work to be performed by CONTRACTOR is generally described in 26B-004SW 125th Ave Resurface, ACCORDING TO THE PLANS AND SPECIFICATIONS FURNISHED BY COUNTY.

SECTION 3
TIME

A. Time is of The Essence.

All limitations of time set forth in the Contract Documents are of the essence for all performance obligations in this Agreement.

SECTION 4
SUBSTANTIAL COMPLETION

A. Definition of "Substantial Completion."

"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. Punch List.

When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. Certificate of Substantial Completion.

When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. Payment at Substantial Completion.

The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. Time and Liquidated Damages.

1. CONTRACTOR shall commence Work on the start date set forth in the NOTICE TO PROCEED (the "Start Date"). CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work **no later than 24 calendar days calendar days** from the Start Date and measured by calendar days. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."
2. Failure to complete Work within the Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the Work. The schedule shall be within the Time allotted for this Project and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.

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SECTION 5
FINAL COMPLETION

A. Definition of "Final Completion."

Final Completion is defined as having all Work completed, all Punch List Items corrected, final inspection completed and accepted by COUNTY. CONTRACTOR shall achieve Final Completion no later than **45** calendar days from the start date noted on the Notice to Proceed.

B. Certificate for Payment.

When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

C. Time and Liquidated Damages.

1. CONTRACTOR or CONTRACTOR's surety, if any, shall pay COUNTY liquidated damages; the sum of **$1,685** per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by COUNTY.
2. When COUNTY reasonably believes that Final Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When CONTRACTOR overcomes the delay in achieving Final Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

D. Final Payment.

CONTRACTOR shall not be entitled to final payment until this Agreement is closed out requiring completion by CONTRACTOR and acceptance by COUNTY of the Work and all corrected Punch List Items; Final Inspection completed; and COUNTY's receipt of the following: CONTRACTOR's final Application for Payment requesting release of retainage (if any); CONTRACTOR's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

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SECTION 6
INSURANCE

A. No Waiver.

Neither approval by COUNTY, nor failure to disapprove by COUNTY, the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for the performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

B. Insurance.

Until Project completion and all Work accepted by COUNTY, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

1. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
   Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.
   - Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
   - CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
   - COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.
2. **COMMERCIAL GENERAL LIABILITY**
   Coverage must be afforded under a Commercial General Liability policy with limits not less than
   - $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
   - $2,000,000 each occurrence for Products and Completed Operations
3. **BUSINESS AUTOMOBILE LIABILITY**
   Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.
   - In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

SECTION 7
RETAINAGE

A. Retainage amounts for construction services shall be in accordance with Section 218.735, F.S.

B. For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

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C. This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. Retainage shall be retained until final payment is issued to CONTRACTOR by COUNTY.

SECTION 8
PAYMENT OF THE AGREEMENT PRICE

A. PAYMENT PROCEDURE

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

1. **Application for Payment.**
   a. **When; Frequency.**
   After commencement of the Work, and in no event more than once per calendar month, CONTRACTOR shall submit an Application for Payment.
   b. **Requirements.** Each Application for Payment must be:
      1) For the current work period ending the last working day of the month;
      2) Received by the Architect and/or Engineer no later than the first calendar day of the following month; and
      3) In such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require.
      4) Executed on behalf of CONTRACTOR by its Superintendent designated in Section "16(O)(2)" below.
   c. **Include; Exclude.** The Application for Payment may request payment for:
      1) That portion of the Agreement Price properly allocable to Agreement requirements including duly provided, labor, materials and equipment correctly incorporated in the Work;
      2) Plus, that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work; and
      3) Less, the total amount of previous payments received from COUNTY.
2. **Warranties.**
   a. **As to Title.** CONTRACTOR warrants that:
      1) Title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment; and
      2) All Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.
   b. **As to the Work.** In its Application for Payment, CONTRACTOR warrants that:
      1) The Work has progressed to the level for which payment is requested in accordance with the Schedule of Values **(Exhibit A)**;
      2) The Work has been properly installed or performed in full accordance with this Agreement; and
      3) CONTRACTOR knows of no reason why payment should not be made as requested.
3. **Review.**
   Thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

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4. **Certificate for Payment.** When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR, through its Superintendent designated in Section "16(O)(2)" below, shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

B. Payment; Payment Amount.

1. Following the Architect's and/or Engineers receipt of each Application for Payment, COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act (the "Prompt Payment Act"), Sections 218.70-218.80, Florida Statutes (hereinafter "F.S."). Should CONTRACTOR'S construction services be paid for, in whole or in part, with Federal funds, COUNTY'S progress payments shall be subject to Federal grantor laws and regulations or requirements, if contrary to the Prompt Payment Act.
2. Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance.
3. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

C. No Waiver.

1. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment is not a waiver and shall not preclude COUNTY from the exercise of any of its rights as set forth herein.
2. No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.
3. Neither COUNTY's review, approval, acceptance or, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and shall remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

D. Payment of Subcontractors.

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

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E. Withheld Payment.

COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

1. Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;
2. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
3. Failure by CONTRACTOR to pay subcontractors or others in a timely and proper fashion;
4. Evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Agreement Price;
5. Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
6. Persistent failure to carry out the Work in accordance with the Contract Documents; or
7. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

F. Demand For Amounts Previously Paid.

In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY as contemplated in this Subsection, CONTRACTOR shall promptly comply with such demand.

G. Unexcused Failure To Pay.

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may, after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 9
COUNTY

A. Information, Services and Items Required From County.

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. Right to Stop Work.

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order. Failure or refusal to perform the

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Work in accordance with this Agreement of failure to obey an order of COUNTY shall be deemed a material breach for which COUNTY may immediately terminate this Agreement.

D. Right to Perform Work.
If CONTRACTOR's Work is stopped by COUNTY, and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate written assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, COUNTY may thereafter, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

SECTION 10
CONTRACTOR

A. CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in it services.

B. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

C. CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

D. CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

E. CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

F. Warranty.
CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

G. Permits and Fees.
CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

H. Funding Source/ Labor.
1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:

a. Give preference to the employment of State residents for the performance of the Work on the Project if State residents have substantially equal qualifications to those of nonresidents, and

b. Post its employment needs in the job bank of the Florida Department of Economic Opportunity.

2. If the Work involves the expenditure of Federal aid funds, this Section shall not be enforced in such a manner as to conflict with or be contrary to Federal law:

a. Prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or

b. Prohibiting as unlawful any other preference or discrimination among U.S. citizens.

I. Indemnity.

1. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its elected officials, officers, employees, and agents, from and against any fines, suits, claims, demands, penalties, liabilities, losses, settlements, judgments, awards, and expenses, including reasonable attorney's fees and costs (and reasonable attorney's fees and costs on appeal), and damages (including but not limited to actual and consequential damages), which COUNTY, its elected officials, officers, employees, and agents may sustain, or which may be asserted against them, arising out of or allegedly arising out of or related to the activities contemplated by this Agreement, including, without limitation, harm or personal injury to third persons, to the extent attributable to the actions of CONTRACTOR, its agents and/or employees as well as any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by CONTRACTOR, its agents, and/or employees.

2. In claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive the termination of this Agreement.

SECTION 11
CONTRACT ADMINISTRATION

A. The Architect and/or Engineer.

Douglas Hinton is COUNTY's referenced "Architect and/or Engineer." In the event COUNTY should find it necessary or convenient to replace the Architect and/or Engineer, COUNTY shall retain a replacement and the status of the replacement shall be that of the former Architect and/or Engineer.

B. Architect and/or Engineer Administration.

1. The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until the date Architect and/or Engineer issues a final Certificate for Payment. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents

2. COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.

3. The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

4. The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR, those amounts then due CONTRACTOR as provided in this Agreement.

5. The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.

6. The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and

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Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

7. The Architect and/or Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
8. The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of Contract Documents.
9. The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

C. Claims by CONTRACTOR.

1. All CONTRACTOR claims shall be initiated by written notice and claim sent to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
2. Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with Contract Documents. The resolution of any claim under this Subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

D. Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Contract Documents, be encountered, the Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this Subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

E. Claims for Additional Cost – If CONTRACTOR wishes to make a claim for an increase in the Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1. In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including subcontractors, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

F. Claims for Additional Time – If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the

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event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this Subsection, any claim for extension of time shall be waived.

SECTION 12
SUBCONTRACTORS

A. Definition.

A subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. Award of Subcontractors.

1. Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.
2. All subcontracts shall afford CONTRACTOR rights against the subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein, including those rights afforded to COUNTY.

SECTION 13
CHANGES IN THE WORK

A. Changes Permitted.

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Field Order or by Change Order.

B. Field Orders.

The Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Price or in Agreement Time and not inconsistent with the intent of this Agreement. Such changes shall be signed by CONTRACTOR's Superintendent designated in Section "16(O)(2)" below, and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

C. "Change Order" Defined.

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Price or the Time, or any combination thereof. The Price and the Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners. Every Change Order shall be executed on behalf of CONTRACTOR only by that individual signing this Agreement on behalf of CONTRACTOR.

D. Changes in the Unit Prices.

1. If unit prices are provided for in this Agreement, any changes in the unit prices, as set forth on Exhibit A, resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the unit prices being set forth in the Change Order, (2) such change in the unit prices, together with any conditions or requirements related thereto, being initialed by both Parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

2. If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the unit prices, if any, shall then be determined by the Architect and/or Engineer on

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the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

3. If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

E. Effect of Executed Change Order.

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Price, Time and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

F. Notice of Surety; Consent.

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to COUNTY a rider to the original bond as provided by the surety.

SECTION 14
UNCOVERING AND CORRECTING WORK

A. Uncovering Work.

If any of the Work is covered contrary to the Architect and/or Engineer's request or to any provisions of the Contract Documents, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Time.

B. Correct Work.

1. Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Time for completion.
2. CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to the Contract Documents. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect and/or Engineer's services and expenses made necessary thereby.

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C. Warranty.

If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. One Year Duty.

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under the Contract Documents. Establishment of the one year time period relates only to the duty of CONTRACTOR to specifically correct the Work.

E. County May Accept Defective or Nonconforming Work.

If COUNTY chooses to accept defective or nonconforming Work, COUNTY may do so. In such event, the Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Price, if any, is insufficient to compensate COUNTY for its acceptance of defective or nonconforming Work, CONTRACTOR shall, upon written demand from COUNTY, pay COUNTY such remaining compensation for accepting defective or nonconforming Work.

SECTION 15
AGREEMENT TERMINATION

A. TERMINATION.

Either Party, upon determination that the other Party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting Party in the manner specified for the giving of notices herein. Termination of this Agreement by either Party for any reason shall have no effect upon the rights or duties accruing to the Parties prior to termination.

1. Termination by COUNTY For Cause.

a. If CONTRACTOR persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then COUNTY may provide written notice to CONTRACTOR, without prejudice to any other right or remedy, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR any may finish the Work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

b. In the event the employment of CONTRACTOR is terminated by COUNTY for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the referenced provisions shall apply.

c. COUNTY has the right to reject participation in this Agreement from anyone who has had previous business with COUNTY and therein failed to comply with the contract governing the project, who has been in litigation with COUNTY, or who has failed to obey the laws.

2. **Termination by COUNTY For Convenience**

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a. COUNTY reserves the right to terminate performance under this Agreement by CONTRACTOR for convenience. COUNTY shall give written notice of such termination to CONTRACTOR to specify when termination becomes effective.
b. CONTRACTOR shall incur no further obligations in connection with the Work and CONTRACTOR shall stop Work when such termination becomes effective. CONTRACTOR shall also terminate outstanding orders and subcontractors. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and/orders. COUNTY may direct CONTRACTOR to assign CONTRACTOR's right, title and interest under terminated orders or subcontracts to COUNTY or its designee.
c. CONTRACTOR shall transfer title and deliver to COUNTY such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as CONTRACTOR may have.
d. CONTRACTOR shall submit a termination claim to COUNTY and the Architect and/or Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect and/or Engineer. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, COUNTY shall pay CONTRACTOR, an amount derived in accordance with the Subsection below.
e. COUNTY and CONTRACTOR may agree to the compensation, if any, due to CONTRACTOR hereunder.
f. Absent agreement to the amount due to CONTRACTOR, COUNTY shall pay CONTRACTOR the following amounts:
   (1) Contract prices for labor, materials, equipment and other services accepted under this Agreement.
   (2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that CONTRACTOR would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rated of loss, if any.
   (3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid CONTRACTOR shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

3. **For Loss of Funding/Cancellation for Unappropriated Funds.**
CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year, however any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay CONTRACTOR under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate upon the expiration date. The Parties will execute an amendment to this Agreement that confirms any termination required by this Section.

SECTION 16
MISCELLANEOUS

A. LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.

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This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of this Agreement.

B. SUCCESSORS AND ASSIGNS.

COUNTY and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other Party hereto and to successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in this Agreement. CONTRACTOR shall not assign this Agreement without written consent of COUNTY and only with a document of equal dignity herewith.

C. SURETY BONDS.

CONTRACTOR shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to COUNTY. Each bond shall set forth a penal sum in an amount not less than the Price. Each bond furnished by CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by CONTRACTOR, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.

D. DAMAGE TO PROPERTY.

CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

E. USE OF OTHER CONTRACTS.

COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or County governmental agency, school board, community college/State university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation and/or this Agreement if it is in the best interest of COUNTY.

F. EMPLOYEE ELIGIBILITY VERIFICATION.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

2. Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

3. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this Subsection and agrees:

(a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

(b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR

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knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

(c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

(d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

(e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.

(f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.

(g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.

(h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Subsection.

(i) Any such termination under this Subsection is not a breach of this Agreement and may not be considered as such.

(j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

(k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

G. FORCE MAJEURE.

Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), war, riot, or insurrection, inability to obtain required permits or licenses, acts of God, hurricanes and severe floods, epidemics and pandemics.

H. COUNTERPARTS.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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I. AUTHORITY TO OBLIGATE.

1. The individual signing below is:
   a. An officer or member of CONTRACTOR verifiable on https://dos.myflorida.com/ sunbiz/ or
   b. Has, in advance, provided a form of written authority to bind CONTRACTOR in a form acceptable to COUNTY and signed by a representative of CONTRACTOR as described in Section "I(1)(a)" above.
2. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing and to sign all documents referenced in this Agreement on behalf of CONTRACTOR.

J. PUBLIC RECORDS COMPLIANCE.

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
   1. Keep and maintain public records required by COUNTY to perform the Work;
   2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
   4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 F.S. and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of this Agreement.

K. CONTRACTOR CONDUCT.

1. These Guidelines govern CONTRACTOR while doing work on COUNTY's property, as well as its employees, agents, consultants, and others on COUNTY's property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.
   a. Courtesy and Respect: COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
   b. Language and Behavior: CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive,

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derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY's property is not permitted under any circumstance.

c. No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY's property and/or reported to law enforcement.

d. Smoking: CONTRACTOR and its employees are not permitted to smoke in or near COUNTY's buildings.

e. Fraternization: CONTRACTOR and its employees may not fraternize or socialize with COUNTY's staff.

f. Appearance: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

g. Reporting: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, should be reported to COUNTY's Procurement Services Department immediately.

2. CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will takes all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY's property and prohibited actions could result in the immediate termination of any or all contracts or agreements CONTRACTOR has with COUNTY.

L. SCRUTINIZED COMPANIES.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
   a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
   b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S., or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:

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a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
c. Been engaged in business operations in Cuba or Syria; or
d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
a. Submitted a false certification as provided under Section 287.135(5), F.S.;
b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

M. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

N. ON-GOING COMPLIANCE

The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

O. SUPERVISION.

1. CONTRACTOR shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from CONTRACTOR to the contrary, the superintendent shall be deemed CONTRACTOR's authorized representative at the site and shall be authorized to receive and accept any and all communications from COUNTY or the Architect and/or Engineer.

2. Key supervisory personnel assigned by CONTRACTOR to this Project are as follows:

	Project Manager
	Superintendent Sole member of personnel to authorized to execute Applications for Payment, request final inspection, and execute Field Orders.
	Foreman
	Equipment Operator(s)

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P. NOTICES.

1. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served or when reflected by a receipt, i.e, an electronic mail read receipt, a courier service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Art Walker Construction , Inc.
2889 NW 63rd St., Ocala, FL 34475
CONTACT PERSON: Tarrah Walker | Phone: 352-629-1466

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

2. Election to Solely Receive Notice by Email.
Alternatively, the Parties may elect to receive said notices by e-mail.

a. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org.

b. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with such method, CONTRACTOR may designate up to two (2) e-mail addresses. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.
office@artwalkerconstruction.com and timlusher@artwalkerconstruction.com.

(THIS SPACE INTENTIONALLY LEFT BLANK SIGNATURE PAGE TO FOLLOW)

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IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
CLERK OF COURT

FOR RELIANCE BY MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK III DATE
CHAIRMAN

BCC APPROVED:
December 2, 2025
26B-004 | SW 125th Ave Resurface

ART WALKER CONSTRUCTION , INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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EXHIBIT A SCHEDULE OF VALUES

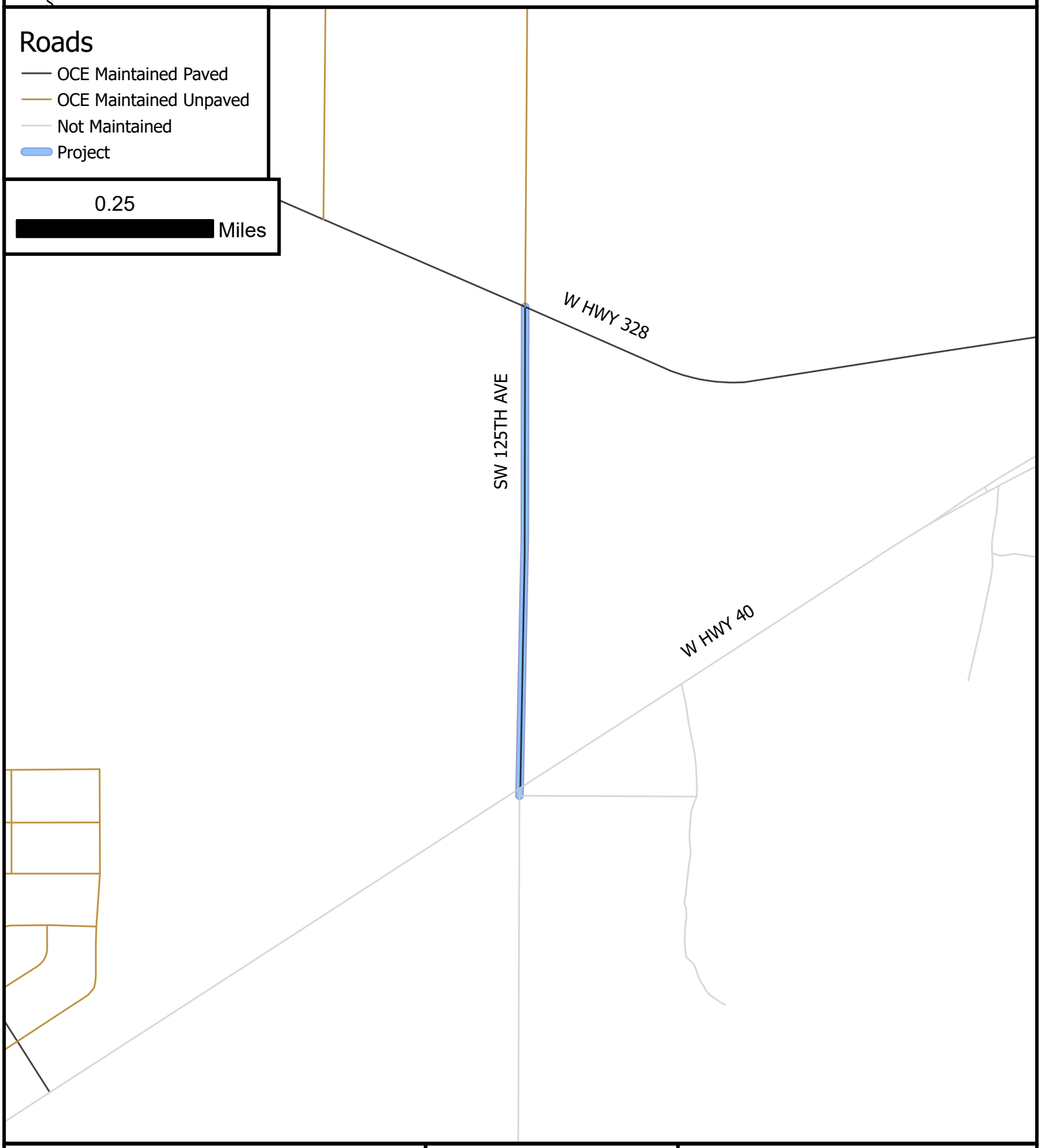
26B-004 SW 125th Ave Resurface

ART WALKER CONSTRUCTION INC

#	Items	FDOT PAY ITEM	QTY	Unit	UnitPrice	Total Bid
#1-1	MOBILIZATION AND SPECIAL PROVISIONS		1	LS	$42,132.51	$42,132.51
#1-2	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION		1	LS	$762.60	$762.60
#1-3	CONSTRUCTION LAYOUT		1	LS	$6,422.02	$6,422.02
#1-4	MAINTENANCE OF TRAFFIC	0102-1	1	LS	$19,021.20	$19,021.20
#1-5	CLEARING AND GRUBBING	0110-1-1	1	LS	$11,660.00	$11,660.00
#1-6	EARTHWORK		1	LS	$16,500.00	$16,500.00
2	**ROADWAY (2)**					
#2-1	FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0")(110LBS/SY)	0337-7-82	410	TN	$167.15	$68,531.50
#2-2	SP-12.5 STRUCTURAL LEVELING COURSE (TRAFFIC C)(PG 58-22)(1.5")(SPREAD RATE = 220L	0334-1-13	820	TN	$139.43	$114,332.60
3	**DRIVEWAYS & SIDE STREETS - NEW ASPH DRIVEWAY APRONS (10) (2)**					
#3-1	FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0")(110LBS/SY)	0337-7-82	6	TN	$350.22	$2,101.32
#3-2	6" LIMEROCK BASE (LBR 100)	0286-1	97	SY	$35.09	$3,403.73
4	**DRIVEWAYS & SIDE STREETS - EXISTING ASPH DRIVEWAY APRONS (3) (1)**					
#4-1	FC-9.5 FRICTION COURSE (TRAFFIC C)(PG 76-22)(1.0")(110LBS/SY)	0337-7-82	2	TN	$350.22	$700.44
5	**DRIVEWAYS & SIDE STREETS - CONCRETE APRON (1)**					
#5-1	CONC APRON-6" CONCRETE DRIVEWAYS COMPLETE (4)		102	SY	$113.30	$11,556.60
6	**SODDING (3)**					
#6-1	ROADSIDE SOD (BAHIA OR MATCH EXISTING)	0570-1-2	2840	SY	$4.24	$12,041.60
#6-2	LIMEROCK (1.5")(SHOULDER STABILIZATION)		240	TN	$31.25	$7,500.00
#6-3	PROOFROLL SHOULDER (4' WIDTH)		2840	SY	$1.10	3124.00
7	**SILT FENCE (1)**					
#7-1	SILT FENCE, STAKED, TYPE III	0104-10-3	6388	LF	$0.39	$2,491.32
8	**MOWING (1)**					
#8-1	MOWING		1	ACRE	$165	$165
9	**PAVEMENT MARKINGS- TEMPORARY STRIPING PAINT (2)**					
#9-1	PAINTED PAVEMENT MARKING (YELLOW SOLID 6" STRIPES)	0710-11201	0.04	GM	$1,760.00	$66.88
#9-2	PAINTED PAVEMENT MARKING (WHITE 24" STOP BAR)	0710-11125	48	LF	$3.30	$158.40
10	**PAVEMENT MARKINGS- PERMANENT STRIPING THERMOPLASTIC (2)**					
#10-1	THERMOPLASTIC PAVEMENT MARKING (YELLOW SOLID 6" STRIPES)	0711-16201	0.04	GM	$55,550.00	$2,110.90
#10-2	THERMOPLASTIC PAVEMENT MARKING (WHITE 24" STOP BAR)	0711-11125	48	LF	$66	$3,168.00
11	**PAVEMENT MARKINGS- REFLECTIVE PAVEMENT MARKERS (1)**					
#11-1	BI-DIRECTIONAL AMBER/AMBER	0706-1-3	16	EA	$4.68	$74.88
12	**SIGN REMOVAL AND REPLACMENT (1)**					
#12-1	SIGN-REMOVAL AND REPLACEMENT		1	LS	$1,083.50	$1,083.50
					Total Cost	**$329,109.00**

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SW 125TH AVE Resurface
(From W HWY 40 to W HWY 328)
Project # TIP 075113



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 11/21/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21274 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.2.3.

SUBJECT:
Request Approval of Bid Award: 26B-008 Southwest Regional Water Reclamation Facility - Green Construction Technologies, Inc., Wilton Manors, FL (Budget Impact - Neutral; expenditure of $210,639)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Utilities (MCU), Procurement solicited bids for the construction of a landscaping buffer along the southern and eastern boundaries of the Southwest Regional Water Reclamation Facility (SW Regional WRF). This project will establish a visual barrier to screen the facility from view. In addition to improving aesthetics, the buffer will assist the department in mitigating the migration of odors associated with the wastewater treatment process. The work will consist of construction and compaction of an earthen berm along the perimeter of the site, construction of solid PVC fencing along the perimeter, demolition of specified sections of existing 6' high chain-link fencing and adjustment of existing rolling gates, irrigation, and sodding of the earthen berm and installation of bamboo plantings along the outer slope. One (1) submittal was received and the tabulation is below:

Firm Name - *Location*	Bid Price
Green Construction Technologies, Inc - *Wilton Manors, FL*	$210,639

MCU Director, Tony Cunningham, recommends that Green Construction Technologies, Inc., receive the award as the most responsive and responsible bidder.

Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to Green Construction Technologies, Inc., for signature and once returned, will be forwarded to Legal, the Clerk and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $210,639. Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from ZF448536-562102 (Marion County Utility Fund).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue a contract and authorize the Chairman and Clerk to execute the contract under 26B-008.

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Green Construction Technologies Inc.**, located at 2130 NE 15th Terrace, Wilton Manors, FL 33305, possessing FEIN# 65-0802133 (hereinafter referred to as "CONTRACTOR") under seal for the SW Regional WRF Landscape Buffer, (hereinafter referred to as the "Project"), and COUNTY and CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party," collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on November 18, 2025 shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County #26B-008 - SW Regional WRF Landscape Buffer, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance, and Notice to Proceed.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern**.**

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

Section 4 – Term. The Work (defined herein) shall commence upon the start date noted on the Notice to Proceed, with substantial completion within 90 days from the Notice to Proceed and final completion achieved within 15 days thereafter. (the "Term"). Liquidated Damages may be charged at the rate of $500 per calendar day for any days beyond completion schedules. All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days.

Section 5 – Scope of Services. CONTRACTOR shall complete the scope of services for the SW Regional WRF Landscape Buffer, per the Contract Documents, Exhibit A – Scope of Work hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment of Two Hundred Ten Thousand Six Hundred Thirty-Nine Dollars and 00/100, ($210,639.00), (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to Exhibit B – Construction Standards and Exhibit C - Schedule of Values, hereto. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

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Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 13 – Indemnification. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by the Agreement to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

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Section 14 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 15 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 16 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

Section 17 – Damage to Property. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

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Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees. This section shall survive the termination of the Agreement.

Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 20 – E-Verify, pursuant to Section 448.095, F.S. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing

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or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
      c. Been engaged in business operations in Cuba or Syria; or
      d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
   4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or

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c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 25 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 26 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings**.**
- **Fraternization**: CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting**: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

Section 27 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 28 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be

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deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Green Construction Technologies Inc.
2130 NE 15th Terrace, Wilton Manors, FL 33305
CONTACT PERSON: Christina Erwin | 954-914-9588

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: GCTECHFL@gmail.com and gct-gc@bellsouth.net. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

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[THIS AREA INTENTIONALLY LEFT BLANK SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK III DATE
CHAIRMAN

BCC APPROVED: December 2, 2025
26B-008 | SW Regional WRF Landscape Buffer

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

GREEN CONSTRUCTION TECHNOLOGIES INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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EXHIBIT A
SCOPE OF WORK

Project: 26B-008 SW REGIONAL WRF LANDSCAPE BUFFER

1. General Description

The Contractor shall furnish all labor, materials, equipment, supervision, and incidentals necessary to complete landscaping improvements at the Southwest Regional Water Reclamation Facility (WRF). Work includes construction of an earthen berm, installation of fencing, sodding, irrigation, and related restoration in accordance with project specifications, drawings, and applicable codes.

All work shall comply with the Marion County Land Development Code, Florida Building Code, and the State of Florida ADA Code. The Contractor shall be properly licensed to perform this work and shall obtain all required permits unless otherwise noted.

2. Specific Scope of Work

Work shall include, but not be limited to, the following:

- Construction and compaction of an earthen berm along the perimeter of the WRF site.
- Construction of solid PVC fencing along the perimeter of the WRF site.
- Demolition of specified sections of existing 6’ high chain-link fencing and adjustment of existing rolling gates.
- Installation of slats and windscreen on existing fencing and gates.
- Installation of irrigation piping and control units.
- Sodding of the earthen berm and installation of bamboo plantings along the outer slope.
- Site restoration of all disturbed areas and submission of as-built drawings.

3. Permits and Coordination

The Contractor shall identify and obtain all required permits, coordinate inspections, and pay all related fees. The Contractor shall schedule a final inspection with the County Building Inspector and address any reinspection fees resulting from noncompliance.

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4. Submittals

Prior to ordering materials, the Contractor shall submit manufacturer's catalog data, specifications, and shop drawings to the Engineer for approval. Submittals shall be provided electronically in PDF format.

5. Construction Administration

- The Contractor shall provide daily reports detailing manpower, equipment, deliveries, work activities, and materials installed.
- Monthly progress meetings will be conducted to review schedule, progress, and issues.
- The Contractor shall prepare and maintain a Critical Path Method (CPM) schedule, updated monthly and submitted with each pay request. Recovery schedules shall be required if progress falls behind.

6. Work Hours

Regular working hours shall be 7:00 AM to 5:00 PM, Monday through Friday, excluding County holidays. Work outside of these hours requires written approval and reimbursement of inspection costs incurred by the Owner.

7. Mobilization and Demobilization

Mobilization includes transport of equipment, site setup, installation of temporary facilities, preconstruction video documentation, and safety compliance. Upon completion, the Contractor shall demobilize, remove all debris, and restore disturbed areas to pre-construction condition.

8. Materials and Installation Standards

All materials shall meet applicable specifications and be new, defect-free, and approved by the Engineer prior to installation.

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- **Fencing:** PVC fence and accessories shall meet strength and aesthetic standards specified by the Owner.
- **Piping:** Piping and fittings shall be free from defects and subject to inspection and approval.
- **Earthwork:** Berm construction shall use clean fill, compacted in 6-inch lifts, and tested for compliance with specifications.
- **Sodding and Planting:** Bahia sod shall match existing undisturbed areas. Bamboo shall be installed per supplier recommendations and watered daily for at least thirty (30) working days.

9. Safety and Protection

The Contractor shall comply with all OSHA and ADA requirements, maintain safe access and egress, and protect existing utilities. Damage to utilities shall be repaired at the Contractor's expense.

10. Cleanup and Waste Disposal

The Contractor shall maintain a clean site, remove debris daily, and dispose of waste at a licensed facility. Final cleanup shall occur within thirty (30) calendar days of major work completion, with disposal tickets submitted prior to final inspection.

11. Project Schedule and Completion

Work shall commence upon written Notice to Proceed.

- **Substantial Completion:** March 9, 2026
- **Final Completion:** March 24, 2026
  Inspections for Substantial and Final Completion shall be coordinated with the Owner and Engineer.

12. Payment and Retainage

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Contractor shall submit monthly invoices in AIA format consistent with the approved schedule of values. Five percent (5%) retainage shall be withheld from each payment until final completion and receipt of original lien releases from all subcontractors and suppliers.

13. Warranty

The Contractor shall provide a one (1) year warranty covering all workmanship, materials, and equipment. The warranty period shall commence upon final acceptance and release of retainage. All corrective work shall be at no cost to the County.

14. Liquidated Damages

If the Contractor fails to achieve Substantial or Final Completion within the specified timeframes, liquidated damages of **$500 per calendar day** shall apply. These amounts are agreed to as a reasonable measure of damages and not a penalty.

15. Taxes and Fees

The Contractor shall pay all applicable sales, use, and similar taxes required by law and comply with all state and local tax requirements.

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EXHIBIT B
CONSTRUCTION STANDARDS

SECTION 1
THE WORK

A. **PERFORM ALL WORK.**
CONTRACTOR shall perform all Work required, implied or reasonably inferable from, this Agreement.

B. **"WORK" DEFINED.**
The term "Work" shall generally mean whatever is done by or required of CONTRACTOR to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project; acquiring, recording, and furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement. Work to be performed by CONTRACTOR is generally described as being according to the plans and specifications furnished by COUNTY.

SECTION 2
RETAINAGE

A. **STATUTE GOVERNS.**
Retainage amounts for construction services shall be in accordance with §218.735, F.S.

B. **AMOUNT REQUIRED.**
For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

C. **DOES NOT APPLY IN LIMITED CIRCUMSTANCES.**
This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. **WITHHELD UNTIL FINAL COMPLETION.**
Retainage shall be withheld until the Project has reached final completion and is accepted by COUNTY. Final completion is defined as having all Work completed, all punch list items corrected, and final inspection completed and accepted by COUNTY. Upon final completion, CONTRACTOR shall submit the final payment application requesting release of retainage along with Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in F.S. 713.01, who performed Work on the Project. Retainage shall not be fully released until all Waivers of Right to Claim Against the Payment Bond (Final Payment) have been submitted to COUNTY.

SECTION 3
PAYMENT OF THE AGREEMENT PRICE

A. **PROGRESS PAYMENTS.**
COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

B. **PAYMENT PROCEDURE.**
PROGRESS PAYMENTS – Based upon CONTRACTOR's Application for Payment submitted to the Architect and/or Engineer and upon Certificates for Payment subsequently issued to COUNTY by the Architect and/or Engineer, COUNTY shall make progress payments to CONTRACTOR on account of the Agreement Price.

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C. **APPLICATION FOR PAYMENT.**

On or before the 25th day of each month after commencement of the Work, CONTRACTOR shall submit an Application for Payment for the period ending the last working day of the month to the Architect and/or Engineer in such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require. Therein, CONTRACTOR may request payment for that portion of the Agreement Price properly allocable to Agreement requirements properly provided, labor, materials and equipment properly incorporated in the Work plus that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work, less the total amount of previous payments received from COUNTY.

1) **CONTRACTOR'S REPRESENTATION.**

Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by CONTRACTOR and shall constitute CONTRACTOR's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that CONTRACTOR knows of no reason why payment should not be made as requested, thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

2) **PAYMENT.**

COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act, §§218.70-218.80, F.S. following the Architect's and/or Engineer's receipt of each Application for Payment. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment shall not preclude COUNTY from the exercise of any of its rights as set forth in this Agreement.

D. **WARRANTS TITLE.**

CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

E. **PAY SUBCONTRACTOR.**

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

F. **NOT ACCEPTANCE OF WORK.**

No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

G. **WITHHELD PAYMENT.**

1) COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

(a.) Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;

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(b.) Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
(c.) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion;
(d.) Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Agreement Price;
(e.) Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
(f.) Persistent failure to carry out the Work in accordance with the Contract Documents; or
(g.) Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

2) In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY, CONTRACTOR shall promptly comply with such demand.

H. **UNEXCUSED FAILURE TO PAY.**

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 4
COUNTY

A. **WRITTEN AND TANGIBLE MATERIAL.**

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. **APPROVALS; EASEMENTS.**

Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. **COPIES OF CONTRACT DOCUMENTS.**

COUNTY shall furnish CONTRACTOR, free of charge, four (4) copies of the Contract Documents for execution of the Work. CONTRACTOR will be charged, and shall pay COUNTY, all actual costs for each additional set of the Contract Documents which it may require.

D. **RIGHT TO STOP WORK.**

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order.

E. **COUNTY'S RIGHT TO PERFORM WORK.**

If CONTRACTOR's Work is stopped by COUNTY and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, then COUNTY may, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order, defined herein, shall be issued deducting from the Agreement Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Agreement Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

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F. **TIME FOR CORRECTION.**

Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or the COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Contract Time for completion.

SECTION 5
CONTRACTOR

A. **CONTRACTOR DUTY.**

CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

B. **IN ACCORDANCE WITH THIS AGREEMENT.**

CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

C. **RESPONSIBLE. FOR WORK.**

CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

D. **WARRANTY.**

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

E. **PERMITS AND FEES.**

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/or ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

SECTION 6
CONTRACT ADMINISTRATION
BY ARCHITECT and/or ENGINEER

A. **REPRESENTATIVE OF COUNTY.**

The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in the Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until a final Certificate for Payment is issued. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents.

B. **COMMUNICATE THROUGH ARCHITECT AND/OR ENGINEER.**

COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.

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C. **INTERPRETER; JUDGE.**

The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

D. **CERTIFY PAYMENT.**

The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR those amounts then due CONTRACTOR as provided in this Agreement.

E. **AUTHORITY TO REJECT WORK.**

The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with requirements of the Contract Documents.

F. **APPROVE SUBMITTALS.**

The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

G. **CHANGE ORDER; FIELD ORDER.**

The Architect and/or Engineer will prepare Change Orders, defined herein, and may authorize minor changes in the Work by Field Order, defined herein, as provided elsewhere herein.

H. **DETERMINE BENCHMARKS.**

The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

I. **FINAL AS TO AESTHETICS.**

The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

J. **CLAIMS BY CONTRACTOR, NOTICE.**

All CONTRACTOR claims shall be initiated by written notice to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

K. **PROCEED; CHANGE ORDER.**

Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with this Agreement. The resolution of any claim under this subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

L. **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS.**

Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in the Contract Documents, be encountered, the Agreement Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must

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give COUNTY and the Architect and/or Engineer written notice and claim as provided in this subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

M. **CLAIMS FOR ADDITIONAL COST.**

If CONTRACTOR wishes to make a claim for an increase in the Agreement Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to timely give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1) **Direct Costs.**

In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Agreement Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including Subcontractors, defined herein, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

N. **CLAIMS FOR ADDITIONAL TIME.**

If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this subsection, any claim for extension of time shall be waived.

O. **FIELD ORDERS.**

In the field, the Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Agreement Price or Term and not inconsistent with the intent of this Agreement. Such changes shall be affected by field order ("Field Order") and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

SECTION 7
SUBCONTRACTORS

A. "**SUBCONTRACTOR" DEFINED.**

A Subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. **AWARD OF SUBCONTRACTORS.**

Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a Subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed Subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.

C. **RIGHTS AGAINST SUBCONTRACTORS.**

All subcontracts shall afford CONTRACTOR rights against the Subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein.

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SECTION 8
CHANGES IN THE WORK

A. **CHANGES PERMITTED.**

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

B. **"CHANGE ORDER" DEFINED.**

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Agreement Price or the Term, or any combination thereof. The Agreement Price and the Term may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners.

C. **HOW CHANGES ARE DETERMINED.**

Any changes in the Agreement Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the Agreement Price being set forth in the Change Order, (2) such change in the Agreement Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

D. **ALTERNATIVELY, REASONABLE EXPENDITURES.**

If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the Agreement Price, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Agreement Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Agreement Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

E. **UNIT PRICES EQUITABLY ADJUSTED.**

If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of changed Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

F. **CHANGE ORDER EFFECT.**

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Agreement Price, Term and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

G. **NOTICE; CONSENT.**

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that

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the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to the COUNTY a rider to the original bond as provided by the surety.

SECTION 9
UNCOVERING AND CORRECTING WORK

A. **UNCOVERING WORK.**
If any of the Work is covered contrary to the Architect's and/or Engineer's request or to any provisions of this Agreement, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Term.

B. **CORRECT WORK.**
CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to this Agreement. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect's and/or Engineer's services and expenses made necessary thereby.

C. **WARRANTY.**
If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with this Agreement, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. **NO ESTABLISHMENT OF LIMITATIONS OF TIME.**
Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under this Agreement. Establishment of the one year time period in this Section relates only to the duty of CONTRACTOR to specifically correct the Work.

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EXHIBIT C

SCHEDULE OF VALUES

Green Construction Technologies, Inc
26B-008

#	Items	QTY	Unit	UnitPrice	TotalBid
1					
#1-1	MOBILIZATION & DEMOBILZATION	1	LS	$9,200.00	$9,200.00
#1-2	INSURANCE & PERMITS	1	LS	$5,752.00	$5,752.00
#1-3	PAYMENT & PERFORMANCE BOND	1	LS	$3,600.00	$3,600.00
#1-4	GENERAL RESTORATION	1	LS	$27,079.00	$27,079.00
#1-5	SLENDER WEAVER'S BAMBOO PLANT CONTAINERS (15 GALLON CONTAINER)	98	EA	$491	$48,118.00
#1-6	EARTHEN BERM COMPACTED FILL	265	CY	$100	$26,500.00
#1-7	SOD	310	SY	$18	$5,580.00
#1-8	SOLID PVC FENCING - 6' TALL	315	LF	$59	$18,585.00
#1-9	SOLID PVC FENCING - 8' TALL	230	LF	$99	$22,770.00
#1-10	EXISTING FENCE REMOVAL	515	LF	$16	$8,240.00
#1-11	ADJUST EXISTING DOUBLE ROLLER GATE	1	LS	$6,500.00	$6,500.00
#1-12	INSTALL SLATS AND WINDSCREEN ON EXISTING ROLLER GATES AND CHAINKLINK FI	80	LF	$49	$3,920.00
#1-13	1" SDR 21 PVC IRRIGATION PIPE	580	LF	$12	$6,960.00
#1-14	1 1/2" SDR 21-NP PVC IRRIGATION PIPE	50	LF	$15	$750
#1-15	2" SCH 40 PVC CASING PIPE	40	LF	$120	$4,800.00
#1-16	HUNTER HDL-09-24-R DRIPLINE W/ EMITTERS AT 24" O.C.	3200	LF	$1.75	$5,600.00
#1-17	PVC TO DRIP LINE TRANSITION COUPLING	3	EA	$495	$1,485.00
#1-18	HUNTER ICV-G-R 1" REMOTE CONTROL IRRIGATION VALVE	1	EA	$1,200.00	$1,200.00
#1-19	HUNTER P2C-400 IRRIGATION CONTROLLER W/ MINI-CLIK RAIN SENSOR	1	EA	$4,000.00	$4,000.00
				Total Cost	**$210,639.00**

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21365 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.2.4.

SUBJECT:
Request Approval of Contract Amendment (Renewal): 24C-001-CA-02 Stretcher, Power-Load, and Stair Chair Service Agreement - Stryker Corporation, Chicago, IL (Budget Impact - Neutral; expenditure of $369,955)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On November 7, 2023, the Board approved a contract with Stryker Corporation for their ProCare Program Agreement that provides preventative maintenance as required for Marion County Fire Rescue (MCFR) stretchers, power loads, and stair chairs.

The ProCare program agreement being presented today renews the service for FY 2025-26. The ProCare program includes parts, labor, travel, and one (1) annual preventative maintenance inspection. Proper maintenance of the equipment ensures that it remains safe and ready to use in the care of the citizens and visitors of Marion County.

Also included in this renewal is the purchase of EMS PRO Tier 3, a software upgrade that enhances MCFR's Quality Assurance/Quality Improvement review process. This computer-based upgrade requires no new equipment and adds improved case-review tools, LifeNetCare analytics, the latest CodeStat version, LifeNetCare app access, and available hospital outcomes data.

Presented today is the partially executed contract. Upon Board approval, the contract will be presented to the Chairman and Clerk for signature.

BUDGET/IMPACT:
Neutral; expenditure shall not exceed $369,954.05. Funds are available in lines AA305526-546301 - $366,072.55 and AA305526-552106 $3,881.50 (General Fund).

RECOMMENDED ACTION:
Motion to approve and allow staff to issue and authorize the Chairman and Clerk to execute contract with Stryker Corporation under 24C-001.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Shoemaker (Last) Jodi (First) (Dept) Procurement Services - 2530

(Title) PCA Coordinator (Phone) 352-671-8446

Signature J Shoemaker Date Monday, November 17, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Attached for review and approval is one contract amendment (renewal): 24C-001-CA-02 – LifePak, Stretcher, Power-Load & Stair Chair Service Agreement with Stryker Sales, LLC. This amendment provides for the annual maintenance and recertification of MCFR equipment. Please note that the applicable ATCs were agreed upon under the existing Master Service Agreement (MSA). For reference, a copy of the MSA was included in the LRM submission email. The Service Terms and Conditions in this amendment reflect those previously established and agreed to under the MSA.

Dept: MCFR Estimated Annual Expenditure: $369,954.05 Preparing for BCC Approval: 12/2/2025
Upon approval and execution, please return all documents to Procurement for processing.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, December 2, 2025

Agenda Deadline Date for **Legal:** Thursday, November 20, 202[illegible] Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-1266

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☑ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:
RECEIVED
By Marion County Attorney LZ at Nov 17, 2025

Attorney Signature: _____ Date 11/17/25

Staff Signature: Lori Myrtle (Completed) Date: 11/17/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/19/20[illegible]

stryker

EMS Pro Tier 3

Quote Number: 11177919

Version: 1

Prepared For: MARION COUNTY FIRE RESCUE

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Marjorie Ward

Email: marjorie.ward@stryker.com

Phone Number:

Quote Date: 09/11/2025

Expiration Date: 10/11/2025

Contract Start: 09/10/2025

Contract End: 09/09/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MARION COUNTY FIRE RESCUE	Name:	MARION COUNTY FIRE RESCUE	Name:	MARION COUNTY FIRE RESCUE
Account #:	20041613	Account #:	20041613	Account #:	20043399
Address:	981 NE 16TH ST BLDG 2	Address:	981 NE 16TH ST BLDG 2	Address:	2511 SE THIRD ST
	OCALA		OCALA		OCALA
	Florida 34470		Florida 34470		Florida 34471-9101

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
1.0	81000003	EMS Pro Tier 3: 25,000-75,000 annual run volume. Includes: device set up tools, asset management, transmission connectivity, ePCR integration, LIFENET Care app and browser access for communication, live streaming and post event analytic tools.	1	$3,881.50	$3,881.50

Data Solutions Total:	$3,881.50

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$0.00
Grand Total:	$3,881.50

Prices: In effect for 30 days

Terms: Net 30 Days

X _____

X Marjorie Ward _____

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

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EMS Pro Tier 3

Quote Number:	11177919	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	MARION COUNTY FIRE RESCUE	Rep:	Marjorie Ward
	Attn:	Email:	marjorie.ward@stryker.com
		Phone Number:	

Quote Date:	09/11/2025
Expiration Date:	10/11/2025
Contract Start:	09/10/2025
Contract End:	09/09/2026

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

stryker

1 Year PLT, BATT, PM

Quote Number: 11177732
Version: 1
Prepared For: MARION COUNTY FIRE RESCUE
Attn:

Rep: Marjorie Ward/Kellie Smith
Email:
Phone Number:

GPO: EMS
Quote Date: 09/10/2025
Expiration Date: 12/09/2025

DUAL Service Rep Name: Daniel Jica
DUAL Service Rep Email: daniel.jica@stryker.com

Contract Start: 10/01/2025
Contract End: 09/30/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MARION COUNTY FIRE RESCUE	Name:	MARION COUNTY FIRE RESCUE	Name:	MARION COUNTY FIRE RESCUE
Account #:	20041613	Account #:	20041613	Account #:	20043399
Address:	981 NE 16TH ST BLDG 2	Address:	981 NE 16TH ST BLDG 2	Address:	2511 SE THIRD ST
	OCALA		OCALA		OCALA
	Florida 34470		Florida 34470		Florida 34471-9101

ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR	12	46	15.0%	$268.60	$12,355.60
2.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD	12	7	15.0%	$1,999.20	$13,994.40
3.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD	12	39	15.0%	$1,999.20	$77,968.80
4.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	12	6	0.0%	$316.00	$1,896.00
5.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	12	8	15.0%	$1,407.60	$11,260.80
6.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	12	53	15.0%	$1,407.60	$74,602.80
7.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR *02/01/2026 - 09/30/2026*	8	4	15.0%	$1,008.10	$4,032.40
8.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR	12	45	15.0%	$1,512.15	$68,046.75

This is not an Invoice

stryker

1 Year PLT, BATT, PM

Quote Number: 11177732
Version: 1
Prepared For: MARION COUNTY FIRE RESCUE
Attn:

Rep: Marjorie Ward/Kellie Smith
Email:
Phone Number:

GPO: EMS
Quote Date: 09/10/2025
Expiration Date: 12/09/2025

DUAL Service Rep Name: Daniel Jica
DUAL Service Rep Email: daniel.jica@stryker.com

Contract Start: 10/01/2025
Contract End: 09/30/2026

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
9.0	LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR *04/01/2026 - 09/30/2026*	6	98	15.0%	$1,019.15	$99,876.70
10.0	LIFEPK35-FLD-PRO	ProCare-SVC-LP35-FIELD-REPAIR *04/01/2026 - 09/30/2026*	6	2	15.0%	$1,019.15	$2,038.30
					ProCare Total:		$366,072.55

Price Totals:

Authorized Customer Signer (Printed) Date

Veronica Olan 11/17/2025
Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

11/17/2025
Stryker Authorized Signature Date

This is not an Invoice

stryker

1 Year PLT, BATT, PM

Quote Number:	11177732		
Version:	1		
Prepared For:	MARION COUNTY FIRE RESCUE	Rep:	Marjorie Ward/Kellie Smith
	Attn:	Email:	
		Phone Number:	
GPO:	EMS		
Quote Date:	09/10/2025		
Expiration Date:	12/09/2025	DUAL Service Rep Name:	Daniel Jica
		DUAL Service Rep Email:	daniel.jica@stryker.com
Contract Start:	10/01/2025		
Contract End:	09/30/2026		

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at www.stryker.com/stnc The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a written agreement governing the purchase/sale of goods and/or services.

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2306010000419
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100141182
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2102010000200
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100541260
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100541258
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	1908010000078
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100141179
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100141185
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2008010000103
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2008010000097
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2306010000417
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2306010000422
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2203010000078
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2306010000418
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2306010000423
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2306010000421
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	120840196
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100141183
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100141180
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100541257
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2008010000106
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2008010000101
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2008010000098
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100541261
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100541259
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	1908010000075
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100141181
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100141178
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100141184
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	100141186
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	120840197
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2203010000077
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2008010000104
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2008010000099
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2008010000102
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2306010000420
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2203010000076
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	1908010000077
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2008010000100
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	120840195
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	1908010000079
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	1908010000076
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2102010000197
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2102010000199
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2102010000198
1.0	6252000000	PROCARE-SVC-STAIR-CHAIR	2008010000105
2.0	639005550001	PROCARE-SVC-POWER-LOAD	2303012400041
2.0	639005550001	PROCARE-SVC-POWER-LOAD	2210012400341

2.0	639005550001	PROCARE-SVC-POWER-LOAD	2306012400249
2.0	639005550001	PROCARE-SVC-POWER-LOAD	2305012400272
2.0	639005550001	PROCARE-SVC-POWER-LOAD	2306012400234
2.0	639005550001	PROCARE-SVC-POWER-LOAD	2306012400261
2.0	639005550001	PROCARE-SVC-POWER-LOAD	2306012400373
3.0	639005550003	PROCARE-SVC-POWER-LOAD	2211012700045
3.0	639005550003	PROCARE-SVC-POWER-LOAD	2212012700047
3.0	639005550003	PROCARE-SVC-POWER-LOAD	2212012700044
3.0	639005550003	PROCARE-SVC-POWER-LOAD	2212012700042
3.0	639005550003	PROCARE-SVC-POWER-LOAD	2212012700052
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Purchase Order Form

stryker

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** ☐

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21367 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.2.5.

SUBJECT:
Request Approval of Selection Committee Recommendation: 25Q-119 CR 484 Widening Phase 1 - Kimley-Horn & Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $1,108,794)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a Request for Qualifications for professional engineering and consulting services to conduct a comprehensive Project Development and Environmental (PD&E) Study for the 1.8-mile segment of CR 484, extending from Marion Oaks Boulevard, under Interstate 75, to CR 475A.

The scope of services consists of evaluating and developing design alternatives for the widening of CR 484 to a proposed six-lane typical section, inclusive of standard bicycle lanes, sidewalk, and a shared-use path. The consultant will be responsible for all necessary environmental analyses, traffic evaluations, public involvement activities, and engineering documentation required to support future design phases. All work will be performed in accordance with Marion County Standards, the Marion County Land Development Code, Florida Department of Transportation (FDOT) standards, and all other applicable regulatory and agency requirements. A total of three (3) firms responded. The selection committee, consisting of Christine Vrabic, Jared Goodspeed, and Steven Cohoon, evaluated the proposals and ranked them per the tabulation below:

Firm - *Location*	**Rank**
Kimley-Horn and Associates, Inc. - *Ocala, FL*	1
Infrastructure Consulting & Engineering, LLC - *West Columbia, SC*	2
Kittelson & Associates, Inc. - *Orlando, FL*	3

Steven Cohoon, P.E., County Engineer, has reviewed and is in support of the selection committee's recommendation to award Kimley-Horn & Associates, Inc.

Attached for review is a draft contract. Upon approval at today's meeting, it will be sent to Kimley-Horn & Associates, Inc. for signatures and once returned, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $1,108,794. Funding is from STC073897-VJ738541-563220 (Infrast Surtax Cap Proj Fund).

RECOMMENDED ACTION:

Motion to approve recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman and Clerk to execute contract with Kimley-Horn & Associates, Inc. under 25Q -119.

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Kimley-Horn & Associates, Inc.**, with a principal address of 421 Fayetteville Street, Suite 600, Raleigh, NC 2760 I, and a local office located at 1700 SE 17th Street, Suite 200, Ocala, FL 34471, possessing FEIN# 56-0885615 (hereinafter referred to as "FIRM") under seal for the CR 484 Widening Phase 1, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #25Q-119 - CR 484 Widening Phase 1, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall commence upon COUNTY's Board of County Commissioner's approval. The Work (defined herein) shall commence upon Board Approval and reach final completion within approximately 24 months ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Pursuant to F.S. 486.129 (1)(J); the Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 25Q-119 CR 484 Widening Phase 1, shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A – Scope of Services,** all services referred to herein as "Work." The Work shall particularly comply with the original RFQ that is part of the Contract Documents

Section 6 – Compensation. COUNTY shall make payment of One Million One Hundred Eight Thousand Seven Hundred Ninety-Four Dollars and 00/100 ($1,108,794.00), (the "Agreement Price"), to FIRM under established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable

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particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B – Cost Estimate for Services**.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from

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COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, arising out of the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than $1,000,000 per occurrence and $2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of $5,000,000. Projects $5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY.

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FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

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c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
      c. Been engaged in business operations in Cuba or Syria; or
      d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
   4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

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Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.

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- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Kimley-Horn & Associates, Inc.
1700 SE 17th Street, Suite 200, Ocala, FL 34471
CONTACT PERSON: Amber Gartner | Phone: 352-438-3000

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: Amber.Gartner@kimley-horn.com and Laura.Valente-Johnson@kimley-horn.com. Designation signifies FIRM's election to accept notices solely by e-mail.

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Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 36 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Services, EXHIBIT B – Cost Estimate for Services**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK III DATE
CHAIRMAN

BCC APPROVED: December 2, 2025
25Q-119 | CR 484 Widening Phase 1

KIMLEY-HORN & ASSOCIATES, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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Kimley»Horn

Exhibit A of Standard Agreement between the Marion County Board of County Commissioners and Kimley-Horn and Associates, Inc.

SCOPE OF SERVICES

For

SW HWY 484 WIDENING PHASE 1 (RFQ 25Q-119)

Marion County, Florida

KIMLEY-HORN AND ASSOCIATES, INC.
(Consultant)



(By: Signature)

Amber L. Gartner, P.E. – Project Manager
(Print Name and Title)

Date: October 27, 2025

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Kimley»Horn

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PART I - PREAMBLE

1. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Kimley-Horn and Associates, Inc., hereinafter called the ENGINEER and the Marion County, a political subdivision of the State of Florida, Office of the County Engineer, hereinafter called the COUNTY, in connection with the completion of a Project Development and Environment (PD&E) study for the proposed improvements to SW Hwy 484, from Marion Oaks Boulevard to CR 475A. The Scope of Services outlined for this Agreement constitute Phase 1 of RFQ 25Q-119.

The County's desired typical section includes adding two lanes for a proposed six lane roadway with standard bike lanes, sidewalk, and shared use path in accordance with Maron County standards, Marion County Land Development Code, applicable Florida Department of Transportation (FDOT) standards, and all other applicable agency and code requirements. Alternate typical sections that meet COUNTY design criteria will be evaluated as a part of the PD&E. The proposed design speed will be 45 mph.

The project limits include the section of CR 484 that passes under I-75. This scope of services includes performing an Intersection Control Evaluation (ICE) to evaluate multiple interchange ramp terminal alternatives that will accommodate the proposed widening of CR 484. This scope of services excludes preparation of an interchange access request. If further studies are required for the selected interchange alternative, such studies can be performed as an amendment to this Agreement. The COUNTY will coordinate federal oversight with FDOT.

The ENGINEER will perform those engineering studies, designs and public involvement services, and technical reviews of the work associated with the development and preparation of the PD&E. The PD&E will culminate with approval by the Marion County Board of County Commissioners. The County is coordinating with FDOT for the potential for state and/or federal funding for future phases of the project (design, right-of-way, construction). The scope of work is consistent with the requirements of the FDOT PD&E Manual to allow the project to undergo state and federal review for potential future funding. The project's anticipated class of action is a Type 2 Categorical Exclusion. It is also anticipated that this project will not impact any Section 4(f) lands. FDOT will provide project oversight of the PD&E through FDOT's Office of Environmental Management (OEM) review/approval process. If any of these assumptions are not correct, then additional scope and fee will be required.

The ENGINEER will coordinate with the COUNTY and FDOT regarding the interchange layout alternatives being developed by FDOT. The COUNTY will provide job specific information and/or functions as outlined in this Agreement.

During the development of the PD&E, it will be necessary for the ENGINEER to have access to the proposed roadway corridor alignment for site evaluations, environmental evaluations, geotechnical investigations, etc. Portions of the Project are within private property adjacent to the existing roadway right-of-way. The COUNTY will secure all necessary permissions, easements, agreements, etc. needed to permit access to the ENGINEER equal to the access that is available on a normal and typical roadway planning project.

Based on the advertisement and selection for RFQ 25Q-119, the COUNTY will engage the ENGINEER in providing additional surveying, roadway design, permitting, right-of-way support services, and post-design services for the improvements to SW Hwy 484 from Marion Oaks Boulevard to CR 475A. Scope and budget for these services will be prepared following adoption of the PD&E by the COUNTY.

PART II – SCOPE OF SERVICES

TASK 1 - PROJECT ADMINISTRATION

The project administration activities are based on a 24-month contract period following Notice to Proceed by the COUNTY. The activities that will be undertaken include the following:

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A. Project Setup: the ENGINEER will establish project files, project work plan, initiate accounting system, and coordinate with the COUNTY and subconsultants.

B. Project Schedule: the ENGINEER will provide a schedule of calendar deadlines at the Project Kickoff Meeting and will provide updates to the schedule through the life of the contract.

C. Project Kickoff Meeting: the ENGINEER will hold a kickoff meeting with project team, COUNTY staff, and FDOT to discuss the project and request input. ENGINEER will circulate meeting notes to all participants following the kickoff meeting.

D. Monthly Progress Meetings: the ENGINEER will meet with the COUNTY to review the progress of work and to conduct project reviews. This is limited to a total of 24 such meetings over the life of the contract.

E. Progress Reports and Invoices: the ENGINEER will prepare a monthly progress report to be included with the monthly invoice.

TASK 2 – PUBLIC INVOLVEMENT

A. Public Involvement Plan: Public Involvement Plan: The ENGINEER will prepare the Public Involvement Plan (PIP) in accordance with Part 1, Chapter 11 of the FDOT PD&E Manual using existing work developed by the County as a starting reference. The PIP will include a public involvement schedule and identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations including, but not limited to, disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority. A methodology will be identified for collecting, analyzing, and responding to public comments. The ENGINEER will review and attach the Sociocultural Data Report (SDR) prepared by FDOT.

B. Project Website and Social Media: The ENGINEER will provide content to the COUNTY prior to public outreach meetings for the COUNTY to post on the COUNTY's website and social media platforms for advertisement of the public outreach meetings. The ENGINEER will provide relevant project files to the COUNTY for posting on the COUNTY's website. No separate project website will be prepared for this Project by the ENGINEER.

C. Public Involvement Data Collection: The ENGINEER will prepare and maintain a project mailing list that may include: officials and interested parties, affected parties, and potential permit and review agencies. The ENGINEER will coordinate with the COUNTY to generate or obtain mailing information of property owners using the COUNTY Property Appraiser information. The ENGINEER will identify potential meeting sites to advise the COUNTY on their suitability. The COUNTY will pay all costs for meeting site rental and insurance.

D. Stakeholder Meetings: The ENGINEER will attend up to five meetings with specific affected landowners and/or stakeholders to coordinate project impacts and design considerations. This would not include public meetings, BOCC workshops, etc., as outlined below. The list of stakeholders will be developed in conjunction with the COUNTY.

E. Utility Coordination Meeting: The ENGINEER will identify utility owners within the project limits through the Sunshine One-Call system. The ENGINEER will conduct a utility coordination meeting with utility owners within the project limits and the COUNTY. Meeting minutes will be prepared by the ENGINEER and provided to all attendees.

F. Public Kickoff Meeting: the ENGINEER will prepare for and attend one neighborhood public kickoff meeting once study alternatives have been developed. The purpose of the meeting is to inform and obtain feedback from the public on project. The ENGINEER will prepare and provide the following items:

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a. All elements of the multi-media presentation

b. Printed graphics for display

c. Meeting equipment set-up and tear-down

d. Legal and/or display advertisements (The COUNTY will pay the cost of publishing)

e. Property owner letters: The ENGINEER will prepare a draft of the letter, to be put on Marion County letterhead. The ENGINEER will mail the letters signed by the COUNTY. The ENGINEER will pay for first class postage.

f. Summary notes of the meeting will be prepared by the ENGINEER and provided to the COUNTY no later than 10 business days after the meeting.

G. Public Alternatives Meeting: the ENGINEER will prepare for and attend one neighborhood public alternatives meeting once study alternatives have been developed. The purpose of the meeting is to inform and obtain feedback from the public on the developed alternatives. The ENGINEER will prepare and provide the following items:

1) All elements of the multi-media presentation

2) Printed graphics for display

3) Meeting equipment set-up and tear-down

4) Legal and/or display advertisements (The COUNTY will pay the cost of publishing)

5) Property owner, elected official, agency, and public official letters: The ENGINEER will prepare a draft of the letter, to be put on Marion County letterhead. The ENGINEER will mail the letters signed by the COUNTY to the parties identified in the PIP. The ENGINEER will pay for first class postage.

6) Summary notes of the meeting will be prepared by the ENGINEER and provided to the COUNTY no later than 10 business days after the meeting.

H. Public Hearing: The ENGINEER will prepare for and attend one public hearing after FDOT acceptance of the Environmental Document. In accordance with the FDOT Public Involvement Handbook, the Public Hearing will be conducted as a Hybrid format. The ENGINEER will provide the approved Environmental Document for public availability at the location(s) identified in public notification materials at least 21 calendar days prior to the public hearing date. Locations where the Environmental Document is displayed will be identified in conjunction with COUNTY staff and should be in proximity to the project, easily accessible, and with public transportation availability, if possible. The location must be Americans with Disabilities Act of 1990 (ADA) compliant and provide reasonable accommodation and access to physically handicapped and disabled persons.

For the public hearing, the ENGINEER will prepare and provide the following items:

1) All elements of the multi-media presentation

2) Handouts

3) Graphics for presentation

4) Meeting equipment set-up and tear-down

5) Legal and/or display advertisements (the County will pay the cost of publishing).

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6) Publication in the Florida Administrative Register (the County will pay the cost of publishing).

7) Property owner, elected official, agency, and public official letters: The ENGINEER will prepare a draft of the letter, to be put on Marion County letterhead. The ENGINEER will mail the letters signed by the COUNTY to the parties identified in the PIP. The ENGINEER will pay for first class postage.

8) The ENGINEER will provide a court reporter, as a subconsultant to the ENGINEER, to be present and obtain transcripts of comments made during the Public Hearing

9) Summary notes of the meeting will be prepared by the ENGINEER and provided to the COUNTY no later than 10 business days after the meeting

10) Briefing and debriefing of County staff

I. Comments and Coordination Report: The ENGINEER will prepare the Comments and Coordination Report incorporating the PIP, description of the public notification process, summary of all public outreach activities, justification for meeting locations, transcript, errata, and signed certification, as well as documentation for all public involvement activities conducted throughout the project in accordance with Part 1, Chapter 11 of the PD&E Manual and the FDOT Public Involvement Handbook. The ENGINEER will analyze comments received at the Public Hearing and prepare comment responses for COUNTY approval. The comment responses will be mailed by the ENGINEER on COUNTY letterhead. The ENGINEER will summarize the public involvement process and document the public comments received and the COUNTY's responses in the Environmental Document. Supporting documentation will be maintained in the project file.

J. BOCC Meetings: the ENGINEER will prepare for and attend up to three meetings with the COUNTY's Board of County Commissioners (BOCC) to provide project updates as outlined below.

1) BOCC workshop to present the alternatives considered and to brief the BOCC and receive input prior to the neighborhood public alternatives meeting. The ENGINEER will prepare a powerpoint presentation for the meeting. The presentation will be provided to the COUNTY for review, and up to one round of comments will be incorporated into the final presentation for the agenda. The ENGINEER will make the presentation to the BOCC, with support from COUNTY staff.

2) BOCC workshop to present the recommendations within the PD&E report and receive input. The ENGINEER will prepare a powerpoint presentation for the meeting. The presentation will be provided to the COUNTY for review, and up to one round of comments will be incorporated into the final presentation for the agenda. The ENGINEER will make the presentation to the BOCC, with support from COUNTY staff.

3) BOCC adoption hearing, to be held during a regular BOCC meeting, for consideration and approval of the preferred alternative to move into the design phase of the project. This presentation will occur following the Public Hearing comment period. The ENGINEER will participate in the presentation to the BOCC in conjunction with COUNTY staff.

4) Optional BOCC workshop to present the final recommendations of the PD&E report following the public hearing. The ENGINEER will prepare a powerpoint presentation for the meeting. The presentation will be provided to the COUNTY for review, and up to one round of comments will be incorporated into the final presentation for the agenda. The ENGINEER will make the presentation to the BOCC, with support from COUNTY staff.

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TASK 3 - ENVIRONMENTAL ANALYSIS AND REPORTING

Tasks described within this section direct work efforts applicable to the environmental analysis, coordination, and documentation for this project. Prior to beginning any environmental work, the ENGINEER will prepare the Preliminary Environmental Discussion and Advanced Notification and transmittal letter as per Part 1, Chapter 3 of the PD&E Manual for the FDOT District Environmental Management Office Manager/Engineer to submit to the State Clearinghouse. The ENGINEER will review the ETDM Programming Screen Summary Report which includes the summary degree of effects, resource agencies' comments, potential permits, GIS information, and Class of Action from the EST.

The ENGINEER's activities to conduct and prepare environmental analysis and reports shall be done under the direction of the COUNTY Project Manager. The ENGINEER will collect pertinent environmental data, conduct analyses, assist the COUNTY in coordination, and document the results of this analysis within technical reports or memoranda. The analyses, coordination, and reporting will be performed and presented in accordance with the PD&E Manual. The ENGINEER will analyze the Build Alternatives and the No-Build Alternative, with respect to impacts to cultural, natural, social, and physical resources, and document all analyses in the supporting technical reports. Where appropriate, the ENGINEER will describe existing conditions, project impacts, and proposed measures to avoid, minimize, or mitigate project impacts on the environmental resources or issues. The ENGINEER will summarize the analysis results and project's effect on environmental resources in the Environmental Document. This may include analysis results or documents prepared by the ENGINEER or others, either as part of this project or another concurrent study. Additionally, the ENGINEER must verify and record any environmental resources that is identified as "No Involvement" within the Environmental Document.

A. Sociocultural Effects: The ENGINEER will conduct a Sociocultural Effects (SCE) evaluation in accordance with Part 2, Chapter 4 of the PD&E Manual and any related chapters identified below, as appropriate. The ENGINEER will review the project's ETDM Programming Screen Summary Report, if available, to identify potentially affected resources and the level of importance placed on those resources. The ENGINEER will consider direct, indirect, and cumulative effects on the community, greater local area and region, as appropriate, and recommend methods to avoid, minimize or mitigate project impacts. The ENGINEER will review the SDR and verify community data. If the SDR is not available or if there have been significant changes since the previous document, the ENGINEER will run a new SDR. The ENGINEER may be required to obtain the affected community's input on the project, verify community data, and identify community concerns and preferences for project alternatives or features. The ENGINEER will document the results of the SCE Evaluation in the Environmental Document with supporting documentation included in the project file in SWEPT. The following issues will be evaluated and if no involvement for an issue or resource is indicated, then standard statements (as applicable) to that effect from Part 2, Chapter 4 of the PD&E Manual will be included in the Environmental Document.

    a. Social: The ENGINEER shall evaluate and document the following social environment features within the project study area:

        i. Community Cohesion: The ENGINEER will identify and assess potential project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of, or change in, connectivity to community features and facilities.

        ii. Special Community Designation: The ENGINEER will identify and assess potential project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.

        iii. Safety / Emergency Response: The ENGINEER will identify and assess potential project impacts including creation of isolated areas; emergency response time changes; and locations of police, fire, emergency medical services, healthcare facilities, and government offices.

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iv. Demographics: The ENGINEER will identify and assess potential for project impacts on minority, LEP persons, disabled persons, low-income populations, and/or special populations within the project study area. If minority or low-income populations are in the affected area, the determination of adverse effects to those populations, may need to consider potential effects beyond the six (6) SCE issues for the purposes of Environmental Justice, per Part 2, Chapter 4 of the PD&E Manual and may require additional coordination with the affected community to establish mitigation measures. The ENGINEER, in coordination with the COUNTY and FDOT, must determine whether the project effects are "disproportionately high and adverse". The ENGINEER will discuss the magnitude and distribution of disproportionately high and adverse human health or environmental effects on minority and low-income populations for all alternatives. Coordination with the affected community and the identification of mitigation measures will be documented in the Environmental Document.

v. Community Goals and Quality of Life: The ENGINEER will identify and assess potential project impacts on social values and compatibility with community goals and vision.

b. Economic: The ENGINEER shall evaluate and document the following economic features:

i. Business and Employment: The ENGINEER will assess potential project impacts to business and employment activity in the region, the local area, and the project study area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic–oriented land use, economic development plans, special designations, and community development priorities. Assessment will also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.

ii. Property Values and Tax Base: The ENGINEER will assess potential project impacts on the tax base, employment opportunities, and property values.

c. Land Use Changes: The ENGINEER will evaluate the project's consistency with the physical character of the area and applicable community plans.

d. Mobility: The ENGINEER will evaluate potential project impacts on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit and vehicles) in the study area.

e. Aesthetic Effects: The ENGINEER will evaluate and summarize the project's effect on viewshed and vista, community focal points, historic structures, landmarks, outdoor advertising, scenic highways, and community character, in accordance with Part 2, Chapter 5 of the PD&E Manual.

f. Relocation Potential: The ENGINEER will identify residences, businesses, and institutional or community facilities that may require relocation to accommodate the project. The ENGINEER will complete a Conceptual Stage Relocation Plan (CSRP) for the proposed alternatives, according to Part 2, Chapter 4 of the PD&E Manual and Chapter 9 of the Right of Way Procedures Manual and summarize the findings in the Environmental Document.

g. Farmland: If applicable, the ENGINEER will perform a Farmlands evaluation in accordance with Part 2, Chapter 6 of the PD&E Manual.

B. Cultural Resource Assessment Survey - The ENGINEER will conduct a Cultural Resource Assessment Survey (CRAS) to identify and evaluate cultural resources within a project's Area of

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Potential Effect (APE). In preparing this assessment, the ENGINEER will conduct the following tasks:

a. Record Search – obtain available Cultural Resource Assessment Survey (CRAS) reports recorded in the Florida Master Site File available from the Florida Division of Historic Resources.

b. Aerial Photography Review – obtain and review readily available historical aerial photographs of the site and surrounding vicinity to assess the potential for unrecorded historic properties. Aerial photographs will be researched to the earliest data that is reasonably obtainable.

c. Review of Historical Maps – obtain and review readily available fire insurance maps and historical topographic maps.

d. Other Historical Sources – obtain and review other historical sources relevant to the completion of the desktop review and analysis.

e. Recorded Cultural Resources Analysis – conduct a desktop review of existing Cultural Resources and spatial datasets available through a Geographic Information System (GIS) framework identify existing surveys and resources.

f. Possible Unrecorded Cultural Resources Analysis – conduct a desktop review of historical sources and spatial environmental datasets to identify the potential for unrecorded cultural resources potentially impacted by the proposed project.

g. Shovel Testing – conduct up to 20 shovel tests in accordance with DHR guidelines.

h. Pedestrian Survey – conduct a pedestrian survey of exposed ground in accordance with DHR guidelines.

i. Historic Built Environment Survey – conduct a pedestrian survey and documentation of historic structures in accordance with DHR guidelines.

   This scope assumes up to one (1) archaeological site will be documented and assessed within the project area; no other cultural resources will be recorded.

j. Artifact Processing – clean and catalog up to 100 recovered artifacts in accordance with DHR guidelines.

k. Artifact Analysis – conduct a general analysis (basic identification of artifact types) of recovered artifacts in accordance with DHR guidelines.

l. Preparation of a summary report of the results of the Cultural Resource Assessment Survey to comply with Section 106 of the National Historic Preservation Act, Florida Statutes (F.S.) 267 and 373 and adhere to standards set forth in Florida Rule Chapter 1A-46. A draft report will be provided to the COUNTY. Up to one round of comments will be addressed by the ENGINEER within a final report. The final report will be submitted to Florida Division of Historic Resources for their review and comment if resources are found.

C. Natural Resources: The ENGINEER will review the project's Programming Screen Summary Report to identify the natural resources present and agency comments and concerns regarding these resources. The ENGINEER will use this information as a basis for identifying natural resource evaluation areas to be field verified. The condition of the existing natural resources will be updated following field evaluation with the resource agencies. The ENGINEER will assess the project's direct and indirect effects on the natural resources and document in the Natural Resources Evaluation (NRE) Report and/or the Environmental Document. The assessment and documentation shall include the severity of the impacts, avoidance and minimization measures,

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anticipated permits, resolution of agency concerns, and the agency coordination process, as appropriate. If there is no involvement with a resource, then a statement to that effect will be provided, in accordance with Part 2, Chapters 9, 11, 12, 13, 14, 15, 16 and 17 of the PD&E Manual, as appropriate. Supporting documentation will be uploaded to the project file in SWEPT.

a. Wetlands and Other Surface Waters:

   i. Data Collection: The ENGINEER will identify wetlands along the project as per Part 2, Chapter 9 of the PD&E Manual, through review of GIS data, maps, plans, field reviews, and agency coordination.

   ii. Analysis: The ENGINEER will estimate the impacts to the wetlands and other surface waters in the project area in accordance with Part 2, Chapter 9 of the PD&E Manual. The ENGINEER will utilize the Uniform Mitigation Assessment Method (UMAM) to determine the type, quality, and function of wetlands. The ENGINEER will evaluate the alternatives' direct and indirect impact to wetlands, including functional loss, and identify measures that avoid wetland impacts. Where wetland impacts are unavoidable, the ENGINEER will identify practicable measures to minimize impacts.

   iii. Conceptual Mitigation: The ENGINEER will identify mitigation options, which will address potential impacts. If sufficient compensatory mitigation is not available, the ENGINEER will propose alternative mitigation options.

b. Essential Fish Habitat: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.

c. Protected Species and Habitat:

   i. Data Collection and Analysis: The ENGINEER will review the project's Programming Screen Summary Report and develop a study design (to be approved by FDOT) to evaluate the magnitude of the project involvement with, and potential impacts to protected species and designated or proposed critical habitats within the study area. Information should also be collected on habitat connectivity, areas that are ecologically important, and species that are otherwise protected by regulation. Upon approval of the study design, the ENGINEER will perform additional GIS and literature review, field reviews, survey, and coordination necessary to determine the project's involvement with and potential impacts to, federal and state protected, threatened, or endangered species and their habitats, in accordance with Part 2, Chapter 16 of the PD&E Manual. The ENGINEER may be required to perform specific species surveys for formal consultation. The ENGINEER will assist the COUNTY and FDOT in consultations, including providing responses to agency requests for information, if required.

   ii. Conservation Measures and Mitigation Plan: The ENGINEER will provide an analysis of wildlife and habitat conservation measures such as wildlife crossing and species relocation plans.

d. Natural Resource Documentation: The ENGINEER will document the results of the Wetlands and Other Surface Waters, EFH, Protected Species and Habitat evaluations in a Natural Resources Evaluation (NRE) report in accordance with Part 2, Chapter 16 of the PD&E Manual. The ENGINEER will also refer to OEM's Natural Resources Evaluation Outline and Guidance document to ensure the proper documentation of natural resources.

e. Water Quality: The ENGINEER will evaluate the data for and document water quality in the Water Quality Impact Evaluation (WQIE) Checklist in accordance with Part 2, Chapter 11 of the PD&E Manual.

f. Wild and Scenic Rivers: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.

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g. Floodplains: The ENGINEER shall summarize the findings of the Location Hydraulics Report (LHR) regarding the project's involvement with floodplains or regulatory floodways, measures to avoid and/or minimize impacts to floodplains or floodways, and any coordination with flood management agencies in the Environmental Document and PER, in accordance with Part 2, Chapter 13 of the PD&E Manual.

h. Coastal Zone Consistency: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.

i. Coastal Barrier Resources: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.

D. Physical Effects: The ENGINEER will review the project's Programming Screen Summary Report to determine agency concerns regarding the physical effects of the project. The ENGINEER will establish the physical environment study area, conduct the appropriate analyses to assess the effects of the project on the physical environment. The ENGINEER will summarize the physical effects analysis, including avoidance and minimization measures taken and coordination efforts in the Environmental Document. If the project has no involvement with an issue, then a statement to that effect will be included in the Environmental Document, in accordance with the appropriate chapter in the PD&E Manual.

a. Highway Traffic Noise: The ENGINEER will perform the noise analysis, noise abatement evaluation, and assessment of construction noise and vibration impacts in accordance with the Part 2, Chapter 18 of the PD&E Manual and the current version of FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook. The ENGINEER will prepare materials for, attend, and document a noise study methodology meeting with FDOT prior to beginning analysis.

i. Analysis: The ENGINEER will review the project's Programming Screen Summary Report, if available, to identify the locations of potential noise sensitive sites. The ENGINEER will utilize traffic data from the Design Traffic Report to conduct a predictive analysis required by 23 CFR § 772.9 using the FHWA Traffic Noise Model (TNM) as described in FHWA's Traffic Noise Model (FHWA TNM©), User's Guide (Version 2.5 Addendum). The ENGINEER will provide analysis for the no-build alternative (existing and design year) and two build alternatives (design year). If traffic noise impacts are identified, the ENGINEER shall identify and analyze alternative noise abatement measures to abate identified impacts. Proposed noise barriers will be analyzed for reasonableness and feasibility in accordance with Part 2, Chapter 18 of the PD&E Manual. If noise barriers that might block the motorist's view of an existing, conforming and legally permitted outdoor advertising sign are found to be feasible, the District Outdoor Advertising section of the Office of Right of Way must be notified (consistent with the Right of Way Manual, Procedure No. 575- 000-000). The ENGINEER will assist the County and FDOT in coordination with the local government regarding consistency with local ordinances or land development codes. Noise barrier modifications required to meet local ordinances will be analyzed to verify the modified noise barrier will meet the noise reduction requirements. The ENGINEER will assist the COUNTY in coordination with affected property owners benefitting from the noise barrier in accordance with Part 2, Chapter 18 of the PD&E Manual.

ii. Documentation: The ENGINEER will document the methodology and results of the noise analysis and noise abatement evaluation, in the Noise Study Report (NSR). The ENGINEER will provide an electronic copy of the NSR, in PDF format, as well as all TNM input/output files, and a "readme" file that supports the information documented in the report. The ENGINEER shall summarize the traffic noise analysis in the Environmental Document, including identification of locations where noise impacts are predicted to occur, where noise abatement is feasible and reasonable, and locations with impacts that have no feasible or reasonable noise

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abatement alternative in accordance with Part 2, Chapter 18 of the PD&E Manual. If the project is determined to be a Type III project, the ENGINEER will document the determination in the Project File.

b. Transit Noise and Vibration Analysis: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.

c. Air Quality: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.

d. Construction: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document

e. Contamination: The ENGINEER will review the project's Programming Screen Summary Report for the initial identification of potential contamination sites. The ENGINEER will conduct a Level 1 Assessment in accordance with Part 2, Chapter 20 of the PD&E Manual. The ENGINEER will investigate the contamination issues within and adjacent to the project's right of way considering the potential for each alternative to encounter contamination during excavation and acquiring new right of way. The ENGINEER will develop measures in coordination with the COUNTY and FDOT to address identified contamination issues in accordance with Part 2, Chapter 20 of the PD&E Manual. The ENGINEER will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in accordance with Part 2, Chapter 20 of the PD&E Manual in a technical memorandum or the Contamination Screening Evaluation Report (CSER), depending on the level of contamination risk. The ENGINEER will summarize the technical memorandum or CSER in the Environmental Document.

E. Environmental Document: The ENGINEER will assist COUNTY/FDOT in completing the Type 2 Categorical Exclusion (CE) Form in SWEPT and all attachments in accordance with Part 1, Chapter 5 of the PD&E Manual.

TASK 4 - DESIGN TRAFFIC ANALYSIS

The ENGINEER will perform a design traffic analysis to evaluate the purpose and need of the project and establish the basic design requirements for roadway typical section and intersection design.

A. Data Collection - The ENGINEER will obtain existing traffic data from the COUNTY and FDOT. The ENGINEER will collect 48-hour tube counts at two locations along CR 484 within the project limits.

The ENGINEER will collect AM peak period (7AM – 9AM) and PM peak period (4PM – 6PM) turning movement counts at the following intersections:

1) CR 484 at Marion Oaks Boulevard
2) CR 484 at SW 29th Avenue Road
3) CR 484 at SW 20th Avenue Road
4) CR 484 at I-75 southbound ramp
5) CR 484 at I-75 northbound ramp
6) CR 484 at CR 475A
7) CR 484 at up to 4 median openings

B. Traffic Forecasting: The ENGINEER will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year (2030), ten years (2040) and twenty years (2050) from opening year of the improvements.

1) The ENGINEER will utilize the existing traffic data obtained and future traffic projections developed through transportation modeling using the Central Florida Regional Planning

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Model (CFRPM). The CFRPM socio-economic data for traffic analysis zones directly adjoining the study area will be reviewed and updated per current and planned developments within the study years, as provided by the COUNTY. This scope of services assumes use of the FDOT published CFRPM model validation; no additional model validation is assumed as part of this study.

2) The ENGINEER will prepare design traffic factors for use in the future traffic forecasting.

3) The ENGINEER will prepare for and attend one meeting with COUNTY and FDOT traffic engineering and planning staff to reach consensus on the details of the traffic study forecast methodology.

4) The ENGINEER will develop opening, mid-year, and design year AADTs, Design Hour, and Directional Design Hour traffic volumes for CR 484 within the project area.

5) The ENGINEER will develop AM peak hour and PM peak hour design hour turns for the opening year, mid-year, and design year for the following locations:

   a) CR 484 at Marion Oaks Boulevard

   b) CR 484 at SW 29th Avenue Road

   c) CR 484 at Future Marco Polo Access

   d) CR 484 at SW 20th Avenue Road

   e) CR 484 at I-75 southbound ramp

   f) CR 484 at I-75 northbound ramp

   g) CR 484 at CR 475A

   h) CR 484 at up to 4 median openings

6) The traffic projections will be used to document the need for the project and to identify recommended intersection geometry.

C. Intersection Control Evaluation

1) ENGINEER will perform intersection capacity analyses of the following major intersections along the corridor:

   a) CR 484 at Marion Oaks Boulevard

   b) CR 484 at SW 29th Avenue Road

   c) CR 484 at Future Marco Polo Access

   d) CR 484 at SW 20th Avenue Road

   e) CR 484 at I-75 southbound ramp

   f) CR 484 at I-75 northbound ramp

   g) CR 484 at CR 475A

   h) CR 484 at up to 4 median openings

2) A Stage 1 Intersection Control Evaluation (ICE) per the FDOT MICE will be performed for the existing and planned signalized intersections within the study area, including the I-75 interchange ramps.

3) A Stage 2 ICE will be performed for up to five intersections, including the I-75 interchange ramps, with up to two alternative intersection control types for each location.

4) Recommended intersection geometry and control will be identified for the study area intersections for opening year and design year traffic conditions.

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D. FDOT Coordination: The ENGINEER will participate in meetings with the COUNTY and FDOT to discuss the design traffic projections and interchange alternatives being considered. The ENGINEER will participate in one coordination call with the District Interchange Review Coordinator to discuss the recommended interchange alternative and to discuss required permitting and coordination for the design phase of the project. This scope of services does not include preparation of an interchange access request study.

E. Access Management: The ENGINEER will prepare an access management plan that will address driveway and median opening locations throughout the corridor.

F. Safety Evaluation: The ENGINEER will perform a safety analysis in accordance with the Safety Analysis Guidebook for PD&E Studies and Safety Crash Data Guidance. The ENGINEER will obtain the most recent five (5) years of available data from Signal Four Analytics for this project for the existing conditions analysis. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss. In addition to crash data, field observations, stakeholder input, and other information on existing operations may be necessary.

The ENGINEER will review the FDOT Safety Dashboard to identify safety needs to be considered in the PD&E Study.

A future conditions analysis is performed to assess the potential safety benefits of the proposed alternatives in comparison to the No-Build Alternative. The ENGINEER will analyze the safety performance of the alternatives based on future traffic volumes, proposed geometrics, modal needs, traffic control conditions, and users of the facility, as appropriate. Future conditions analysis will consider the proposed design context, traffic operational performance and users of the facility. The ENGINEER will use crash modification factors (CMFs) or the Highway Safety Manual (HSM) predictive method as agreed upon in the Traffic Analysis Methodology.

Design Traffic Report: A draft report will be provided to the COUNTY. Up to one round of comments will be addressed by the ENGINEER within a final Design Traffic Report.

G. Traffic Data for Noise Study: The ENGINEER will provide traffic data required for the noise study in accordance with the Traffic Noise Modeling and Analysis Practitioners Handbook, and will include the following data for each road segment (i.e., intersection to intersection), ramps, cross streets, and frontage roads, for the existing year, opening year, and the design year for Build and No-Build alternatives:

1) LOS C directional hourly volumes
2) Number of Lanes
3) Demand peak hourly volumes (peak and off-peak directions)
4) Existing and proposed posted speed
5) Target Speed
6) Percentage of heavy trucks (HT) in the design hour
7) Percentage of medium trucks (MT) in the design hour
8) Percentage of buses in the design hour
9) Percentage of motorcycles (MC) in the design hour

TASK 5 - DRAINAGE ANALYSIS

A. The ENGINEER will perform a drainage analysis in accordance with Part 2, Chapters 11 and 13 of the PD&E Manual and the FDOT Drainage Manual, Procedure No. 625-040-002. The ENGINEER will incorporate or consider the Contamination Screening Evaluation Report and any other related technical report findings into the Drainage Report.

B. The ENGINEER will perform preliminary drainage design in order to determine potential outfall

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locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment and attenuation. The drainage analysis will include evaluation of the existing permitted pond locations to determine whether they have remaining capacity to accommodate any additional impervious area from the proposed improvements. Up to two pond alternatives will be identified per basin based on available topographic maps, property maps, and visual examination of candidate sites. This scope of services excludes the I-75 right-of-way.

C. Research - the ENGINEER will research and collect existing permit data for review from Marion County, the Southwest Florida Water Management District (SWFWMD), and St. Johns River Water Management District (SJRWMD) to identify potential conflicts or opportunities with the pond siting analysis.

D. Floodplain and Drainage Data Collection: The ENGINEER will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies. The ENGINEER will gather data for drainage analysis including LiDAR, existing survey data, USGS Quadrangle Maps, and field observations.

E. Drainage Analysis: The ENGINEER will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. The ENGINEER will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drain and outfall structures and identifying the recommended conceptual drainage design for the project.

F. Floodplain Compensation Analysis: For each roadway alternative, the ENGINEER will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the Pond Siting Report (PSR).

G. Sea Level Rise Analysis: N/A

H. Stormwater Management Analysis: The ENGINEER will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

The ENGINEER will schedule an Environmental Look-Around (ELA) meeting (See Part 2, Chapter 11 of the 2023 PD&E Manual) with COUNTY staff, regulatory agencies, local governments, and other stakeholders to discuss regional stormwater needs and design and permitting approaches that benefit the watershed as a whole. During the meeting, the ENGINEER will document the meeting notes in the project file.

If the ELA reveals no regional pond sites within the Study Area, the ENGINEER will identify practical pond sites in each basin for each project alternative, estimate construction cost, compare the sites, and identify (in coordination with the County) a preferred pond site for each basin. Additionally, the ENGINEER will identify inflow or outfall easement requirements for each pond site. If additional pond sites are revealed, they will be used as a potential option.

I. Location Hydraulics Report: The ENGINEER will prepare a Location Hydraulics Report for the project in accordance with Part 2, Chapter 13 of the PD&E Manual.

TASK 6 - ENGINEERING ANALYSIS

A. Geotechnical Coordination – The ENGINEER will utilize Central Testing Laboratory, Inc. to conduct geotechnical testing and reporting within the project area. Central Testing Laboratory, Inc. will perform the following field services:

1) Thirty (30) Standard Penetration Test (SPT) borings to a depth of twenty (20) feet with vertical permeability, horizontal permeability, and porosity testing at each boring location in the proposed stormwater ponds.

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2) Twelve (12) hand auger borings to a depth of six (6) feet in the proposed roadway areas.

3) Twelve (12) asphalt roadway cores with hand auger borings to a depth of five (5) feet through the core.

4) Four (4) SPT borings to a depth of ten (10) feet within the area of potential unsuitable materials next to the I-75 bridge.

A report will be prepared summarizing the soil classification, permeability, groundwater levels, and soil parameters for design.

B. Utility Coordination - The ENGINEER will coordinate with affected utility companies during development of the recommended build alternative in order to identify and minimize utility conflicts. The ENGINEER will provide concept plans for the recommended build alternatives to all utility companies within the corridor for markups of their existing utilities, planned utilities, and potential impacts. The COUNTY or individual utility companies will designate the existing utilities within the project limits. Based on the coordination with the utility companies along the project, the ENGINEER will prepare a summary of impacts to existing and proposed utilities within the PD&E document.

TASK 7 – ALTERNATIVES DEVELOPMENT AND ANALYSIS

A. The corridor study area will be reviewed in the field to identify existing conditions and constraints within the corridor.

B. Typical Section Analysis - The ENGINEER will develop up to two appropriate build typical section alternatives for the project. The typical sections will include COUNTY and FDOT standard typical sections, and any typical sections that may result in minimizing right-of-way, and incorporating context sensitive solutions.

1) The ENGINEER will document design criteria to be used for developing conceptual plans. The design standards will be identified in accordance with current COUNTY and FDOT (as appropriate) design procedures, policies and standards. The COUNTY will approve the design criteria and typical sections prior to developing alternative alignments.

2) Upon selection of a preferred typical section alternative, a signed and sealed typical section package will be prepared on 11" x 17" sheets and submitted for review and approval. The typical section package will be prepared to be compliant with the standards of the FDOT Design Manual (FDM) and Marion County land development code. Typical section elements will be reviewed and concurrence received from County, District, and FHWA staff as required per the FDOT approval process. The typical section package will document the following:

a) Project Controls

b) Typical Section Elements

c) Traffic Data

d) Potential Design Variations and Design Exceptions related to the typical section

A copy of the approved Typical Section Package will be included as part the PD&E Final Preliminary Engineering Report.

C. Alternatives Development - The ENGINEER will develop three alternative alignments for the recommended typical section (left widening, right widening, center widening). Two alignment alternatives will be carried forward for the alternatives analysis.

D. Planned improvements and development plans, as provided by the COUNTY, will be reviewed in relation to the build alternatives.

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E. Conceptual Layout Alternatives - the ENGINEER will develop a CADD base map that includes existing characteristics as obtained from readily available information. The base map information will be compatible for use on aerial photography used for public hearing presentations, corridor maps, and concept plans.

1) The ENGINEER will prepare alternative concept layouts for the viable alternatives to be utilized in the public involvement meetings and alternatives analysis. Up to two build alternatives are assumed.

2) The deliverable for this work will be a Conceptual Alignment Map. All alignments will be shown on one map, which may consist of multiple panes to effectively cover the corridor study area.

F. Right-of-way – the ENGINEER will identify preliminary private property impacts for the two build alternatives. Existing right-of-way lines will be based on information from the Marion County Property Appraiser's website, Marion County GIS information, and right-of-way information provided by the Marion County Office of the County Engineer.

G. Opinion of Probable Cost - the ENGINEER will prepare preliminary opinions of probable cost including right-of-way acquisition and construction costs for the two build alternatives.

H. Alternatives Analysis – the ENGINEER will prepare an alternatives analysis comparing the engineering, environmental, sociocultural, right-of-way, cost, and safety impacts of the two build and no-build alternatives.

I. Recommended Alternative 30% Concept - the ENGINEER will prepare a 30% concept plan with plan views on an 11X17 aerial for the recommended alternative.

TASK 8 - REPORTING

A. The ENGINEER will prepare a Preliminary Engineering Report (PER) per Part 2, Chapter 3 of the PD&E Manual and the Preliminary Engineering Report Outline and Guidance document. The ENGINEER will include supporting information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation.

B. A Draft Report will be prepared for review by the COUNTY and FDOT. Up to two rounds of comments by the COUNTY, FDOT and BOCC on the Draft Report will be incorporated into a final document. The final engineering analysis document prepared by the ENGINEER will be signed and sealed by a Florida-licensed professional engineer.

TASK 9 – PLANNING CONSISTENCY

A. Transportation Plans: The ENGINEER will coordinate with the COUNTY and FDOT to obtain and review transportation plans throughout the life of the project for all modes of transportation including freight, transit, and non-motorized. The following plans or studies should be reviewed as appropriate:

a. Ocala Marion TPO's adopted Long Range Transportation Plan (LRTP) Cost Feasible and Needs Plans

b. Local Government Transportation Improvement Plan (TIP)

c. State Transportation Improvement Program (STIP)

d. Urban Area Transportation Study

e. Local Government Comprehensive Plan (LGCP)

f. Local Transit Development Plans (TDP) for bus, rail, or other services

g. Non-motorized (bicycle and pedestrian) Plans

B. Planning Consistency Form: The ENGINEER will assist the COUNTY and FDOT's finalization of Planning Requirements for Environmental Document approval.

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PART III – SCHEDULE

The ENGINEER will undertake this work upon receipt of Notice to Proceed. Work will be completed according to the following schedules:

1. PD&E REPORT – 24 Months from Notice to Proceed by COUNTY

A detailed schedule in will be provided to the COUNTY by ENGINEER at the Kickoff Meeting. The schedule will be maintained by the ENGINEER and periodic updates provided to the COUNTY for the duration of the Project. The project schedule and completion date may be modified due to circumstances that arise during the performance of work if mutually agreed upon by the ENGINEER and COUNTY.

PART IV – MISCELLANEOUS

1. GOVERNING REGULATIONS

The services performed by the ENGINEER will follow applicable COUNTY and FDOT standards and guidelines. The current edition, including updates, of the following references and guidelines will be used in the performance of this work.

A. Florida State Statutes
B. Florida Administrative Code
C. Marion County Land Development Code
D. FDOT PD&E Manual
E. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook, 2023 Edition)
F. FDOT Standard Plans and Specifications for Road and Bridge Construction
G. FDOT Drainage Manual
H. AASHTO's "A Policy on Geometric Design of Highways and Streets"
I. Manual on Uniform Traffic Control Devices (MUTCD)
J. Highway Capacity Manual
K. FDOT Quality /Level of Service Handbook
L. FDOT Basis of Estimates and Long Range Estimates

2. SUBMITTALS

The ENGINEER will provide copies of the required documents as listed below in electronic format. Up to three (3) copies of the draft and final PD&E Reports will be submitted to the COUNTY.

Summary of Deliverables:

A. Public Involvement Plan
B. Advanced Notification Package
C. Public Hearing Transcript
D. Comments and Coordination Report
E. Design Traffic Report
F. Location Hydraulics and Pond Siting Report
G. Geotechnical Report
H. Typical Section Package
I. Sociocultural Effects Evaluation (SCE)
J. Noise Study Report (NSR)

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K. Level I Contamination Assessment Report (Contamination Screening Evaluation Report)
L. Conceptual Stage Relocation Plan
M. Natural Resource Evaluation
N. Cultural Resource Assessment Survey (CRAS)
O. Presentation and printouts for public meetings
P. 30% Concept Plans on 11X17
Q. Draft PD&E Report (incorporating the technical reports as Appendices)
R. Final Signed and Sealed PD&E Report (incorporating the technical reports as Appendices)

Attachments – Table A – Cost Estimate for Services

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EXHIBIT B
COST ESTIMATE FOR SERVICES

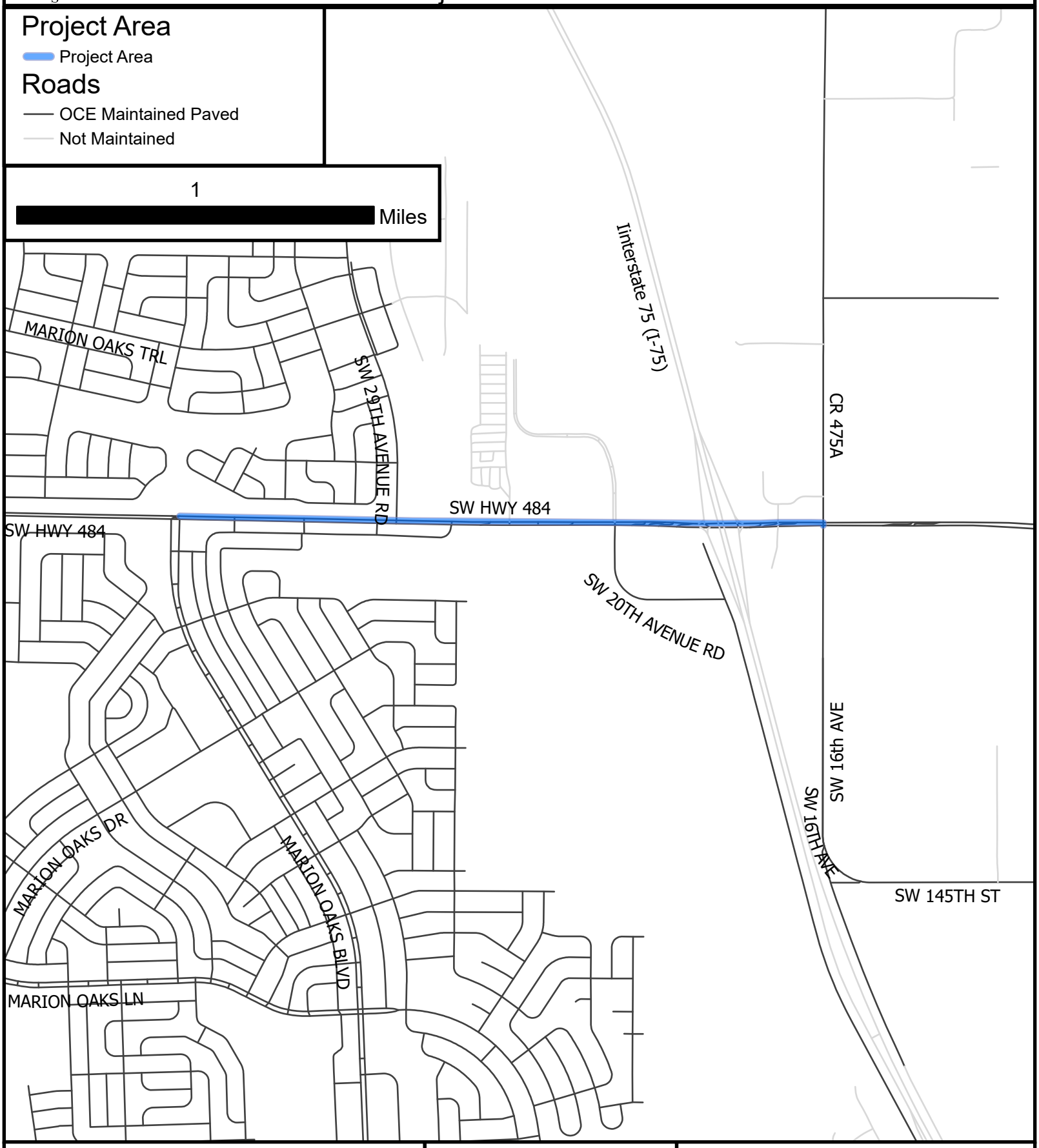
PROJECT: SW HWY 484 PD&E - 25Q-119
CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
KH PM: AMBER L. GARTNER, PE

DATE: 10/27/2025

		DIRECT LABOR (MAN-HOURS)										
		Principal Engineer	Project Manager (Registered)	Project Engineer (Registered)	Staff Engineer	Staff Scientist	CADD Designer	CADD Technician	Clerical	Labor Hours	SUB ($)	Labor Total
TASK ID	TASK DESCRIPTION	$255.00	$200.00	$170.00	$135.00	$135.00	$150.00	$100.00	$80.00			
Task 1	Project Administration	24.0	120.0	80.0	80.0				100.0	404.0		$ 62,520
Task 2	Public Involvement	46.0	201.0	219.0	418.0	174.0	80.0	120.0	234.0	1492.0		$ 211,800
Task 2A	*Public Involvement Plan*	*2.0*	*8.0*	*12.0*	*20.0*				*10.0*	*52.0*		
Task 2B	*Project Website and Social Media*		*4.0*		*10.0*				*12.0*	*26.0*		
Task 2C	*Public Involvement Data Collection*		*4.0*	*6.0*	*10.0*				*30.0*	*50.0*		
Task 2D	*Stakeholder Meetings*		*10.0*	*10.0*	*20.0*	*20.0*			*12.0*	*72.0*		
Task 2E	*Utility Coordination Meeting*		*2.0*		*6.0*				*10.0*	*18.0*		
Task 2F	*Public Kickoff Meeting*	*5.0*	*15.0*	*30.0*	*60.0*	*30.0*		*40.0*	*40.0*	*220.0*		
Task 2G	*Public Alternatives Meeting*	*5.0*	*40.0*	*60.0*	*110.0*	*40.0*		*40.0*	*40.0*	*335.0*		
Task 2H	*Public Hearing*	*30.0*	*60.0*	*70.0*	*80.0*	*60.0*	*80.0*	*40.0*	*40.0*	*460.0*		
Task 2I	*Comments and Coordination Report*	*2.0*	*10.0*	*10.0*	*30.0*				*10.0*	*62.0*		
Task 2J	*BOCC Meetings*	*2.0*	*36.0*	*15.0*	*60.0*	*20.0*			*20.0*	*153.0*		
Task 2K	*BOCC Workshop (Optional)*		*12.0*	*6.0*	*12.0*	*4.0*			*10.0*	*44.0*		
Task 3	Environmental Analysis and Reporting	99.0	241.0	335.0	360.0	710.0			130.0	1875.0		$ 285,245
Task 3A	*Sociocultural Effects*	*20.0*	*30.0*	*20.0*	*40.0*	*85.0*			*15.0*	*210.0*		
Task 3B	*Cultural Resource Assessment Survey*	*2.0*	*6.0*	*15.0*	*20.0*	*100.0*			*15.0*	*158.0*		
Task 3C	*Natural Resources*	*22.0*	*75.0*	*125.0*	*80.0*	*200.0*			*30.0*	*532.0*		
Task 3D	*Physical Effects*	*35.0*	*90.0*	*100.0*	*200.0*	*200.0*			*40.0*	*665.0*		
Task 3E	*Environmental Document*	*15.0*	*20.0*	*40.0*	*10.0*	*85.0*			*20.0*	*190.0*		
Task 3F	*Advanced Notification and ETDM*	*5.0*	*20.0*	*35.0*	*10.0*	*40.0*			*10.0*	*120.0*		
Task 4	Design Traffic Analysis	35.0	95.0	180.0	410.0		60.0	140.0	30.0	950.0		$ 139,275
Task 5	Drainage Analysis	30.0	60.0	200.0	345.0	40.0	60.0	80.0	30.0	845.0		$ 125,025
Task 6	Engineering Analysis	5.0	24.0	20.0	90.0			20.0	60.0	219.0	$ 40,504.00	$ 28,425
Task 7	Alternatives Development and Analysis	25.0	90.0	150.0	300.0	60.0	140.0	280.0	60.0	1105.0		$ 152,275
Task 8	Reporting	30.0	60.0	80.0	110.0	40.0		20.0	40.0	380.0		$ 58,700
Task 9	Planning Consistency	2.0	5.0	5.0	15.0				8.0	35.0		$ 5,025
	TOTALS:	441.0	1338.0	1823.0	2906.0	1908.0	420.0	780.0	1056.0	10672.0	$ 40,504.00	$ 1,068,290.00
											Grand Total:	**$ 1,108,794.00**

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SW HWY 484 Widening Phase 1
(From Marion Oaks Blvd to CR 475A)
Project # TIP073897



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 11/21/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21141 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.2.6.

SUBJECT:
Request Approval of Task Order: 23Q-087-TO-49 Post Design Services for Emerald Road Extension - Davis Dinkins Engineering, P.A, Ocala, FL (Budget Impact - Neutral; expenditure of $204,892)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On June 6, 2023, the Board approved contracts with multiple firms to provide various civil site-related engineering services for the County. Firms were selected based on the area of specialty and equitable distribution of work among all firms in accordance with §287.055 Consultant's Competitive Negotiation Act.

Davis Dinkins Engineering P.A. (Dinkins) has been recommended by County Engineer, Steven Cohoon, P.E., to provide post-design services for the construction of the Emerald Road extension. The work will include attending the pre-construction and other meetings, issuing construction plans, responding to contractor requests for information, in-field review of utility locations, periodic site observations, providing construction plan modifications and preparing construction certifications upon completion.

Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to Dinkins for signature and once returned, will be forwarded to Legal, the Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; project shall not exceed $204,892. Funding is from GA771541-563511 (Impact Fee - East District).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute contract with Dinkins under 23Q-087-TO-49.

TASK ORDER TO THE AGREEMENT

In accordance with the Civil/Site Engineering for Miscellaneous Projects Agreement, approved by the Board of County Commissioners on June 6, 2023 (the "Agreement") for work within the scope of Solicitation 23Q-087-TO-49 Post Design Services Emerald Road Extension, this Task Order to the Agreement (this "Amendment") is made and entered into between Davis Dinkins Engineering, P.A. whose address 125 NE 1st Avenue, Ocala, FL 34470, and possessing FEIN# 26-2634858 ("FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471 ("COUNTY").

WITNESSETH

WHEREAS the parties wish to amend the Agreement as set forth below; and;

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Amendment shall be deemed to amend and become a part of the Agreement in accordance with the original Solicitation and Agreement for Civil/Site Engineering for Miscellaneous Projects under 23Q-087.
2. FIRM's services and performance will be in accordance with Exhibit A – Scope of Work and Fee Structure hereto. The total cost for the Project will not exceed Two Hundred Four Thousand Eight Hundred Ninety-One Dollars and 19/100 ($204,891.19). All Work shall proceed in a timely manner without delays. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days.
3. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

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[THIS AREA INTENTIONALLY BLANK SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK, III DATE
CHAIRMAN

BCC APPROVED: December 2, 2025
25Q-087-TO-49 Post Design Services Emerald Road Extension

Davis Dinkins Engineering, P.A.

BY: DATE

PRINTED:

ITS: (TITLE)

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DAVIS DINKINS ENGINEERING, P.A.
Client Focused. Solution Driven.

125 NE 1st Avenue, Suite 2
Ocala, FL 34470
352.854.5961

November 18, 2025
~~October 1, 2025~~
~~July 22, 2025~~

Mr. Douglas Hinton, P.E., PSM (via email: Douglas.Hinton@marionfl.org)
Assistant County Engineer for Road Design
Office of the County Engineer
412 SE 25th Ave.
Ocala, FL 34471

RE: EMERALD ROAD EXTENSION – SCOPE ADDITION #3
ADDITIONAL SCOPE OF WORK AND FEE STRUCTURE FOR POST-DESIGN AND CONSTRUCTION PHASE SERVICES

Dear Mr. Hinton,

Thank you for the opportunity to provide professional engineering and support services in connection with the above-referenced project. We have updated the attached Scope Addition #3 (Exhibit A), and Fee Structure (Exhibit B), and have included the sub-consultant's scope of work as requested.

As requested, the fee structure indicates the allocation of effort. However, the monthly progress invoices will be prepared on a lump sum basis for the percentage of the project completed, and the fee structure is based on a total construction phase time period of no longer than sixteen (16) months.

This scope addition does not include any other service not specifically stated within the attached Scope and Time Allocation.

This scope of services and time allocation represents the entire understanding between us with respect to this project and may only be modified appropriately in writing.

We are looking forward to working together.

Sincerely,

Davis L. Dinkins

Enclosures (as noted)

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EXHIBIT A
November 18, 2025 Revision

AMENDMENT NO. 3 TO AGREEMENT BETWEEN COUNTY (MARION COUNTY) AND ENGINEER DAVIS DINKINS ENGINEERING, P.A.)
DATED JANUARY 15, 2019 — PROJECT #18Q-197

EMERALD ROAD EXTENSION (SE 92 LOOP TO FL NORTHERN RR) — POST DESIGN ENGINEER OF RECORD (EOR) SERVICES

PROJECT UNDERSTANDING

The COUNTY has requested an Amendment to the Agreement with Davis Dinkins Engineering, P.A. (the ENGINEER) for the Emerald Road Extension Project.

INTRODUCTION

Under a separate Agreement, the ENGINEER provided design and permitting services for the Project. The COUNTY has requested the ENGINEER to provide Engineer of Record (EOR) services during the construction of the Project. Under this Agreement the ENGINEER will provide post design EOR services to the COUNTY as noted herein.

"POST DESIGN" EOR SCOPE OF SERVICES (ROADWAY)

Under this task, the ENGINEER will generally perform the following services to support the COUNTY's staff. The COUNTY will have direct day-to-day control and responsibility for the management of the construction activities.

1) Preparation for and attendance of preconstruction meeting(s) with County and Contractor staff.
2) Review utility locations after in-field location by contractor and prepare utility relocation exhibits and/or construction document modifications and document management. Time allocated includes periodic assistance during this phase which is based on up to 60 calendar days.
3) Coordination, construction plan incorporation, and document maintenance of sub-consultant for completion of Mast Arm Foundation Design (scope included), based on site specific soil analysis (geotechnical work by COUNTY).
4) Coordination, construction plan incorporation, and document maintenance of sub-consultant for completion of Gopher Tortoise & Burrowing Owl Survey (scope included) – survey and permitting only, any required relocations are NOT included and will be by COUNTY
5) Prepare and issue "Issued for Construction" plans and electronic files. Throughout the construction of the Project, the ENGINEER shall track revisions issued to the COUNTY.

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6) Attendance at the construction progress meeting(s), up to sixteen (16) months of total construction time is included in this task with up to twelve (12) progress meetings. Additional construction time and/or meetings requested by the County are excluded from this basic scope.

7) Review of shop drawing submittals for structures and materials. Such review and approvals or other action will not extend to means, methods, (techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

8) Respond to Contractor requests for information (RFI), with appropriate verbal and/or written clarification along with construction document modification and/or maintenance as deemed appropriate by ENGINEER and will issue necessary interpretations and clarifications of the Plans and Specifications to the COUNTY as requested.

9) Construction Plan Modification and Document Maintenance:
   a. Provide sketches, exhibits, and/or construction plan modification, and/or document management and maintenance as needed to address changed site conditions as requested or as deemed necessary by ENGINEER. This task may include conducting periodic site observations during construction. Such observations will be limited to selective spot checking and potential measurement, and similar methods of general observation. Based on information obtained during site visits, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents.

   b. Changes to the plans or Requests for Information (RFI's) related to requests for modifications of approved design by the COUNTY, or by the contractor to address construction means and methods or convenience in construction, are NOT included and may be provided by separate agreement.

10) Review as-built survey information provided to ENGINEER for general conformance with the approved plans and permits.

11) Prepare construction certifications for the COUNTY and the SJRWMD upon project completion following completion of all work, and receipt of signed and sealed as-built surveys and testing reports.

SCHEDULE

The ENGINEER will provide these services to coincide with the roadway construction activity. For the purposes of this Amendment, ENGINEER has assumed an active construction duration of two (2) months for utility coordination, followed by fourteen (14) calendar months total for construction and close out activities by Contractor and COUNTY, sixteen (16) total months.

FEE

The ENGINEER will provide the services described in the Scope of Services for a lump sum amount of $204,891.19 as detailed on attached EXHIBIT B.

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EXHIBIT 'B'

TIME/COST ALLOCATION

REVISION DATE 11-18-2025

PROJECT: EMERALD RD EXTENSION

CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER

TASK ID	TASK DESCRIPTION	PRINCIPAL ENGINEER $245	PROJECT MANAGER (REGISTERED) $210	PROJECT ENGINEER (REGISTERED) $170	STAFF ENGINEER $125	CADD DESIGNER $110	CLERICAL $60	SUB(S)	LABOR TOTAL
1	PRE-CONSTRUCTION CONFERENCE	2	4	4	4		2		$2,630.00
2	ASSISTANCE WITH UTILITY CONFLICT/COORDINATION SKETCHES, EXBHIBITS, AND/OR PLAN MODIFICATIONS AND MAINTENANCE (2-MONTHS TIME PERIOD)	16	24		32	60	8		$20,040.00
3	TRAFFIC CONSULTANT FOR SIGNAL DESIGN (SCOPE OF SERVICES INCLUDED)								
	A) MAST ARM FOUNDATION DESIGN							$10,000	$10,000.00
	B) POST DESIGN SERVICES							$6,000	$6,000.00
	C) ENGINEER'S COORDINATION/REVIEW	8	16	24			8		$9,880.00
4	ENVIRONMENTAL CONSULTANT (SCOPE OF SERVICES INCLUDED)								
	A) GOPHER TORTOISE & BURROWING OWL SURVEY & PERMITTING							$21,931	$21,931.19
	E) PROJECT COORDINATION/REVIEW	5	10	16			8		$6,525.00
5	PROVIDE CONSTRUCTION ISSUE PLANS AND CAD FILE	2	2	4		20	8		$4,270.00
6	ATTEND UP TO TWELVE (12) PROGRESS MEETINGS	24	48		36		18		$21,540.00
7	SHOP DRAWING REVIEW	8	16		32	32	8		$13,320.00
8	CONTRACTOR RFI'S	40	70		80	80	20		$44,500.00
9	CONSTRUCTION PLAN MODIFICATION(S) AND DOCUMENT MAINTENANACE	25	40		90	40	30		$31,975.00
10	AS-BUILT REVIEW	4	8		32	16	4		$8,660.00
11	AGENCY CERTIFICATIONS	4	8				16		$3,620.00
Totals		138	246	48	306	248	130	$37,931	$204,891.19
								Total	$204,891.19

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November 7th, 2025

Davis Dinkins, PE
Davis Dinkins Engineering, P.A.
2201 SE 30th Avenue
#302-1
Ocala, FL 34471

Re: Professional Consulting Services – Signal Design, Post Design Phase
Emerald Road Extension (from SE 92nd Loop to Florida Northern RR)
Marion County

Dear Davis:

We appreciate the opportunity to provide you with professional consulting services for Emerald Road in Marion County. As you know, we have already provided signal design services on Emerald Road at the intersection of SE 92nd Loop and Emerald Road. The purpose of this new scope of services is to provide mast arm foundation design services and post design services related to the signal design for the referenced intersection.

With the above information in mind, the following describes our full scope of services.

A. Mast Arm Foundation Design

Once NV5 receives an approved Signalization Plan and Mast Arm Tabulation Sheet along with the final Geotechnical Engineering Report, we can begin the design services for the mast arm foundation.

During this phase, NV5's scope of services for the mast arm foundation design includes:

- Review the geotechnical report, signalization plan, and related subsurface information
- Evaluate applicable FDOT and local agency design requirements
- Perform structural calculations for moment, shear, axial, and torsional loads
- Design the foundation size, type, and required embedment depth
- Provide Mast Arm Assemblies Data Table

These services do not include re-evaluation or design of differing design parameters once the design has been completed. An addendum to this proposal will be required for re-evaluation of differing configurations.

B. Post Design Services

Our scope of services for signal-related post design activities includes but is not limited to the following:

- Response to questions from bidders during the bidding process
- Shop drawing review (if needed)
- Response to Requests for Information (RFIs) during construction
- Coordination and communication related to these activities

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Fees

The fees for the above-listed services are detailed below. Task B will be billed hourly as needed, and the maximum total is shown in parentheses to assist you with budgeting.

Task	Fee
A. Mast Arm Foundation Design	$ 10,000.00 (lump sum)
B. Post Design Services	Hourly (max. $6,000.00)
Total	**$ 10,000.00 + Hourly** (max. total = $16,000.00)

The above-described services will be provided for the maximum fee of **$ 16,000.00** (lump sum plus hourly). Please see our attached standard hourly rates. Invoices will be submitted on a periodic basis, based on the services completed to date.

We trust this proposal meets with your acceptance and approval. If so, please sign and return the enclosed Proposal Acceptance Agreement and retain a copy for your file. The Scope of Services and Fees outlined in this proposal are valid for 60 days from this date. If the Standard Agreement is not fully executed within that time, we reserve the right to provide you with an updated proposal and agreement. Should you have any questions, please feel free to contact me at (352) 538-1756 or Monique.Heathcock@NV5.com. We look forward to working with you on this project.

Sincerely,
NV5

Monique M. Heathcock, PE
Vice President Infrastructure Florida

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Via Email: davis@dinkinsengineering.com

November 10, 2025

Davis Dinkins, P.E.
Davis Dinkins Engineering, P.A.
2201 SE 30th Avenue #302-1
Ocala, FL 34471

MODICA & ASSOCIATES

ENVIRONMENTAL
PLANNING
DESIGN &
PERMITTING

RE: Emerald Road Extension – Marion County RFQ 18Q-197
Proposal for Gopher Tortoise & Burrowing Owl Survey

Dear Davis,

Modica & Associates previously provided preliminary ecological services for Marion County's request for a Preliminary Engineering Report (PER) for the Emerald Road Extension (RFQ 18Q-197). During the survey conducted in 2021, a burrowing owl burrow was documented within the project corridor. Although no gopher tortoise burrows were identified during the 2021 survey, there is suitable habitat present within the project corridor, and regulations require a survey to be conducted prior to start of construction.

The attached Scope of Services outlines the survey requirements for the burrowing owl and gopher tortoise. Because it is not known how many owls and/or tortoises may be present, if at all, a proposal for the physical relocation, recipient site fees, etc. can be provided as Additional Services.

Modica & Associates appreciates the opportunity to work with you on this project. Please contact me directly if you have any questions about the proposal, or if you require any modifications to the scope of services.

Sincerely,

Elaine Imbruglia
President

DRAFT

PHONE 352.394.2000 FAX 352.394.1159
302 MOHAWK ROAD, CLERMONT, FLORIDA 34715
WWW.MODICAANDASSOCIATES.COM

PROPOSAL FOR GOPHER TORTOISE & BURROWING OWL SURVEY
EMERALD ROAD EXTENSION (from SE 92nd Loop to Florida Northern RR)
MARION COUNTY, FLORIDA

November 10, 2025

SCOPE OF SERVICES

The Scope of Services includes conducting a comprehensive (100%) survey for the gopher tortoise and burrowing owl within the chosen alignment of the 2.30 mile Emerald Road Extension, and associated stormwater pond(s) estimated to be 5± acres. The Project Engineer (Davis Dinkins Engineering) will need to provide the final boundaries of the chosen alignment and pond locations to ensure the survey is conducted within the correct areas.

The budgets provided below are based on the assumed roadway length of 2.30 miles by 100-foot wide (27.88± acres) plus about 5± acres of pond areas. Because it is not known how many owls and/or tortoises may be present, if at all, a proposal for Additional Services to include the costs of physical relocation, recipient site fees, etc. can be provided after the surveys are complete.

Task 1: Gopher Tortoise & Burrowing Owl Survey

Modica & Associates ("M&A") previously provided preliminary ecological services for the Emerald Road Extension and documented a burrowing owl burrow within the project corridor. Although no gopher tortoise burrows were identified during the 2021 survey, there is suitable habitat present within the project corridor, and regulations require a survey to be conducted prior to start of construction. The survey below will be conducted within the estimated 32.88± acre project area.

1. M&A will conduct a comprehensive (100%) gopher tortoise survey over the project corridor. This survey will be conducted in strict accordance with the Florida Fish & Wildlife Conservation Commission's (FWC) *Gopher Tortoise Permitting Guidelines* ("GT Guidelines;" April 2008, rev. July 2023). The GT Guidelines require that a tortoise survey be conducted on foot along pre-determined transects that are spaces no more than 33-feet apart in open habitats.

   The location of any documented tortoise burrows will be recorded using a hand-held GPS unit and will also be marked in the field with a wooden lathe and flagging tape. Note that FWC considers a gopher tortoise survey to be valid for a period of 90 days. If relocation activities cannot be initiated prior to the expiration of the survey, the survey will need to be repeated. FWC requires construction level development approval from local government before relocation activities can be initiated.

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2. The initial comprehensive survey conducted for the gopher tortoise will also be comprehensive for the burrowing owl. The survey will include a 33-foot buffer around the project limits as required by FWC's *Species Conservation Measures and Permitting Guidelines, Florida Burrowing Owl (Athene cunicularia floridana*) ("BO Guidelines;" 2025). The location of any documented owl burrows will be recorded using a hand-held GPS unit and will also be marked in the field with a wooden lathe and flagging tape. A photograph of each documented owl burrow will be collected, as a photograph is required for permitting purposes.

3. Upon completion of the survey, M&A will prepare a map depicting the location(s) of any documented tortoise and/or owl burrows. A proposal will be provided for permitting and relocation if any burrows are documented.

4. The FWC's BO Guidelines require a survey to be conducted no more than 90 days prior to submission of a permit application, and a follow up survey at least 30 days after permit application submission.

   Cost: $6,500.00*
   **If relocation for either species cannot commence within 90 days of conducting the survey, the survey will need to be repeated and Additional Services will apply.*

Task 2: Gopher Tortoise Permitting

For budgeting purposes, it is assumed that no more than 10 gopher tortoise burrows will be documented wtihin the project corridor. These fees will need to be adjusted if more than 10 burrows are documented during the survey.

1. M&A will prepare and submit a "10 or Fewer Burrows Permit" application to the FWC for relocation of documented tortoises. This task includes preparation of all required supporting documentation for the application, which includes a map series of the project site prepared using ArcGIS® software including a recent aerial, soils map, land use map and a map depicting the location of our survey transects and any documented gopher tortoise burrows. A report with the burrow location with lat/long coordinates is also required. This task also includes responding to any Requests for Additional Information (RAI's) issued by the FWC.

   Cost: $2,500.00

2. The FWC may conduct a site inspection prior to permit issuance. *If requested by FWC*, M&A will accompany FWC staff on-site to review project conditions and tortoise burrow locations. This task will only be billed if the site inspection is requested by FWC.

   Cost: $750.00*
   **This task will only be billed if inspection is requested by FWC.*

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3. Mitigation Contribution Fee: The FWC has a flat fee for the Mitigation Contribution required for a 10 or Fewer Burrows Permit. If a Conservation Permit is required, this cost will need to be adjusted accordingly.

   Cost: $273.00 + 3% Fee* = $281.19

   **This FWC charges a 3% convenience fee for online payments.*

Task 3: Burrowing Owl Services

The Florida burrowing owl was reclassified to a threatened species under rule (68A-27.003) on January 11, 2017. According to Rule 68A-27.001, incidental take is a take that is incidental to, and not the purpose of, carrying out an otherwise lawful activity. Activities that result in impacts to burrowing owls and their nest burrows require an Incidental Take Permit (ITP) from the FWC. The FWC typically issues permits only for excavation and filling of inactive burrows (i.e., burrows that do not contain eggs or flightless young). Please note that although the typical nesting season is from February 15 to July 10, nesting may occur year-round.

M&A conducted a survey of the site in 2021 and documented one (1) potentially occupied owl burrow within the project corridor. The tasks outlined below assume the presence of 1 owl cluster in or near the project corridor. These fees will need to be revised if additional owl clusters are identified during the survey.

Task 3a: Updated Burrowing Owl Survey

The FWC's BO Guidelines state that two surveys for burrowing owls should be conducted: " the first survey should be conducted no more than 90 days prior to submission of a permit application, and a follow-up survey should be conducted at least 30 days after permit application submission to account for the potential for owls to leave from or move within the project boundary.

1. M&A will conduct an updated comprehensive (100%) survey for burrowing owls within the project corridor. The timing of this survey will be coordinated with the Client and FWC to ensure that the survey is conducted appropriately. Because this survey is being conducted specifically for owls and not gopher tortoises, the survey can be conducted on 50-foot transects.

   Cost: $4,000.00

Task 3b: Burrowing Owl Permitting

1. M&A will compile the online application for the incidental take of 1 burrowing owl cluster. The application must include photos of each burrow to be affected by the development. The application also requires a map series, project-specific data including soils and land use information, and the lat/long coordinates for each burrow to be included in the permit.

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2. As part of the permit application, the FWC requires a description of methods to be used to reduce or minimize take of the species and lessen the mitigation necessary to counterbalance take. It is assumed that any documented burrows within the cluster cannot be avoided. M&A will work with the Client to determine if any of the minimization methods can be employed to reduce the mitigation cost for this project.

3. M&A will create training material and signage that can be provided to the contractor and used as pre-construction training about burrowing owl protections to minimize take of the offsite burrowing owls. M&A will provide the Client with the training materials, and they will be responsible for the pre-construction training.

4. M&A will provide signage that can be used to notify the contractor that the burrows occur on the adjacent site. This posting of information during construction activities can minimize take by making project personnel aware of burrow locations. Posting of the signage will be the responsibility of the Client or contractor. After construction, posts and signage can be removed if it is no longer necessary to address disturbance issues.

5. It is anticipated that mitigation for impacts to the burrows, for this project, will be considered a Category 3 (Mitigation for project activities that result in significant habitat modification). The amount of the mitigation contribution is negotiated with the FWC on a case-by-case basis and minimization efforts will be taken into consideration when determining the amount of mitigation contribution.

   M&A will coordinate with the Client to develop an appropriate mitigation plan to obtain the ITP.

6. The Client will coordinate with the property owner for authorization for M&A to obtain the ITP. This will include any burrows located outside the project area, which may be affected by the construction activities.

   Cost (permitting): $5,000.00
   Cost (mitigation): $1,900.00

Task 4: Project Coordination & Client Meetings

1. If requested by Client, M&A will participate in meetings and/or conference calls. This task will be billed hourly as approved by Client.

Cost: Hourly @ $125.00 not to exceed $1,000.00

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PROPOSAL FOR GOPHER TORTOISE & BURROWING OWL SURVEY
EMERALD ROAD EXTENSION (from SE 92nd Loop to Florida Northern RR)
MARION COUNTY, FLORIDA

November 10, 2025

BILLING

Any work not described in the Scope of Services will only be undertaken after being approved by the Client. Reimbursable expenses including overnight or courier delivery services, out of office reproductions, etc. will be billed to the Client at cost. Any work performed and billed on this project which remains unpaid after 60 days from initial billing shall be charged 1.5% interest per month. Any balance remaining unpaid after 90 days from the date of the initial billing shall be deemed in default with reasonable collection and attorney's fees due and payable.

AUTHORIZATION TO PROCEED

Accepted by: N/A

_____
Signature Date

_____
Name (Please Print) Title

Billing contact: _____

_____

_____

_____

Billing phone: _____

Billing fax: _____

Billing e-mail: _____

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EMERALD ROAD EXTENSION			
GT & BO Services			
Task	**Quantity**	**Fee**	**Cost**
Scope of Services			
GT & BO Survey	1	$6,500.00	$6,500.00
GT Permitting	1	$2,500.00	$2,500.00
Site Inspection with FWC	1	$750.00	$750.00
Third Party Fees			
FWC Mitigation Contribution Fee*	1	$281.19	$281.19
Burrowing Owl Services			
Updated BO Survey	1	$4,000.00	$4,000.00
BO Permitting	1	$5,000.00	$5,000.00
FWC BO Mitigation	1	$1,900.00	$1,900.00
Project Coordination & Meetings	8	$125.00	$1,000.00
TOTAL EXPENSE			**$21,931.19**
*Total cost of FWC Mitigation Contribution Fee adjusted to include FWC's 3% convenience fee for online payment.			

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MODICA & ASSOCIATES

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Davis Dinkins Engineering, P.A**, located at 2201 S.E. 30th Ave., Ste. 302, Ocala, FL 34471, possessing FEIN# 26-2634858 (hereinafter referred to as "FIRM") under seal for Civil/Site Engineering for Miscellaneous Projects, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #23Q-087 - Civil/Site Engineering for Miscellaneous Projects, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall commence upon Board Approval and shall be in effect through May 31st, 2028 (the "Term"), with three (3) optional two (2) year renewals; pending mutual agreement by both parties. All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) calendar days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days.

Section 5 – Scope of Services. FIRM shall complete the scope of services for the Civil/Site Engineers for Miscellaneous Projects as per specifications and requirements for RFQ 23Q-087, the FIRM shall be assigned by the COUNTY for its design projects for its roadway design, preliminary roadway design, traffic studies, and stormwater retrofits, but not limited to those outlined in the RFQ. Project task orders which exceed $25,000 shall be subject to a separate contract (Task Order); those which exceed $50,000 shall be additionally subject to final review and approval by the Board of County Commissioners (BCC). Smaller projects may be assigned a purchase order (PO) only, however, all proposals must be submitted in writing and contain a **scope of services with a breakdown of hours and rates.**

Section 6 – Compensation. COUNTY shall make payment to FIRM per the Fee Schedule set forth below under COUNTY's established procedure. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable

Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith. The rate classification and hourly fee schedule for the task orders/project covered under this RFQ are identified below:

Classification	Hourly Rate	Classification	Hourly Rate
Principal Engineer	$245	Hydrogeologist (Registered)	$150
Project Manager (Registered)	$210	Staff Scientist	$100
Project Manager	$175	CADD Designer	$110
Project Engineer (Registered)	$170	CADD Technician	$90
Staff Engineer	$125	GIS Technician	$90
CEI Inspector	$90	Project Surveyor & Mapper (Registered)	$150
Staff Geologist (Registered)	$120	Survey Technician	$90
2-Man Survey Field Crew	$130	Clerical	$60
3-Man Survey Field Crew	$150	Senior Planner	$130
Landscape Architect	$140	Planner	$100
Landscape Designer	$100	Planner Technician	$80

Overtime shall not be considered for any classification, reimbursables are not allowed for this contract (projects/task orders are all inclusive), and lump-sum task orders may be subject to further negotiations.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;

- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The FIRM/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the FIRM/Vendor does not own vehicles, the FIRM/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than $1,000,000 per occurrence and $2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of $5,000,000. Projects $5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract

unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
c) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
f) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
h) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
      c. Been engaged in business operations in Cuba or Syria; or
      d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
   4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper

language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Davis Dinkins Engineering, P.A
2201 S.E. 30th Ave., Ste. 302, Ocala, FL 34471
CONTACT PERSON: Davis Dinkins, P.E. | Phone: 352-854-5961

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: davis@dinkinsengineering.com and accounting@dinkinsengineering.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

6/6/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

6/6/2023
CRAIG CURRY DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

6/12/23
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: June 6, 2023
23Q-087 | Civil/Site Engineering for Miscellaneous Projects

WITNESS:

SIGNATURE
Stephanie G. Torres
PRINTED NAME

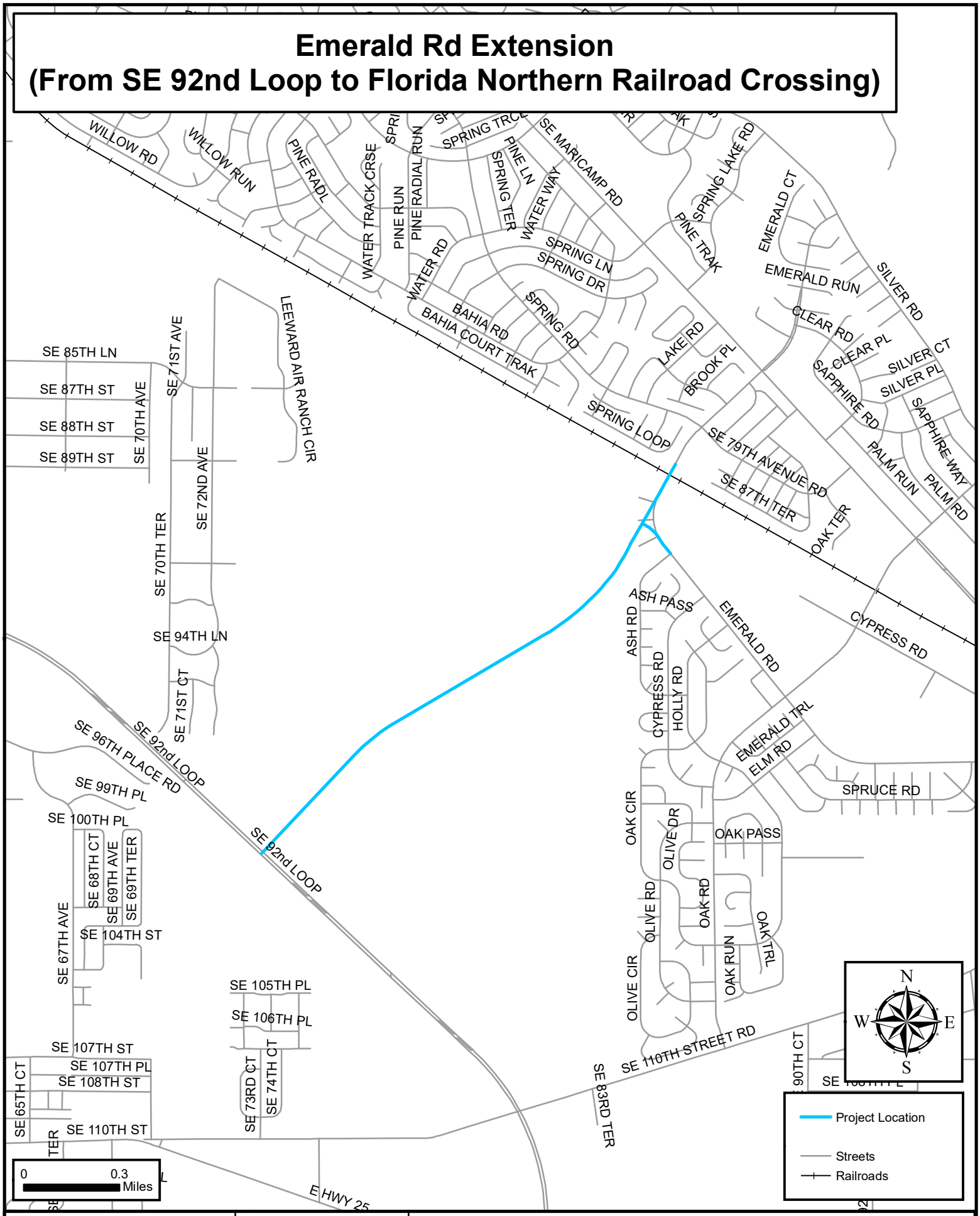
DAVIS DINKINS ENGINEERING, P.A

06/16/2023
BY: DATE
DAVIS DINKINS
PRINTED:
PRESIDENT
ITS: (TITLE)

WITNESS:

SIGNATURE
SETH VOTHENROVE
PRINTED NAME

Emerald Rd Extension
(From SE 92nd Loop to Florida Northern Railroad Crossing)



Map Location:
\\mcbcc1\dfs\gis_tr\loretta.beam\Maps\Engineering Services\Doug Hinton\EmeraldExt1_030525

Technician: LB
Printed: 03/05/2025

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21353 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.2.7.

SUBJECT:
Request Approval of Task Order: 20Q-161-TO-54 Marion County Health Department Americans with Disabilities Act Compliant Ramp - Dinkins Construction LLC, Ocala, FL (Budget Impact - Neutral; expenditure of $58,700)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On April 6, 2021, the Board approved contracts with six (6) Construction Managers (CM) to allow project selection based on expertise, capacity, and availability. Facilities Management has selected Dinkins Construction LLC to serve as CM to install a ramp for the Marion County Health Department to be compliant with the Americans with Disabilities Act (ADA).

The Marion County Health Department is in need of an ADA compliant ramp to be installed. The project includes site surveying, site related items such as signage and fencing, all labor and materials for installation of the concrete pad, stainless steel railings and all marking and striping.

Attached for review is a draft contract. Pending approval at today's meeting, it will be forwarded to the CM for signatures, and upon return, will be sent to Legal, the Clerk and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $58,700. Funding for this project is from line AA181519-546101 (General Fund).

RECOMMENDED ACTION:
Motion to approve and allow staff to issue, and upon approval from Legal, authorize the Chairman and Clerk to execute the contract under 20Q-161.

TASK ORDER TO THE AGREEMENT

In accordance with the Construction Managers Agreement, approved by the Board of County Commissioners on April 6, 2021 (the "Agreement") for work within the scope of Solicitation 20Q-161-TO-54 Marion County Health Department ADA Ramp, this Task Order to the Agreement (this "Amendment") is made and entered into between Dinkins Construction LLC whose address 2831 SE 17th Street, Ocala, FL 34471, and possessing FEIN# 27-0867581 ("CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471 ("COUNTY").

WITNESSETH

WHEREAS the parties wish to amend the Agreement as set forth below; and;

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Amendment shall be deemed to amend and become a part of the Agreement in accordance with the original Solicitation and Agreement for Construction Managers under 20Q-161.
2. CONTRACTOR's services and performance will be in accordance with the scope of service and fee schedule, Exhibit A hereto. The total cost for the Project will not exceed Fifty-Eight Thousand Seven Hundred 00/100 ($58,700.00). All Work shall proceed in a timely manner without delays. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days.

DRAFT

[THIS AREA INTENTONALLY BLANK SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK III DATE
CHAIRMAN

BCC APPROVED: December 2, 2025
20Q-161-TO-54 Marion County Health Department ADA Ramp

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

Dinkins Construction LLC

BY: DATE

PRINTED:

ITS: (TITLE)

DRAFT

EXHBIT A - SCOPE OF SERVICE AND FEE SCHEDULE

DINKINS CONSTRUCTION

MC - HEALTH DEPARTMENT ADA RAMP

Schedule of Values
October 31, 2025

SQUARE FEET	MONTHS	WEEKS
2000	1.5	8

#	GENERAL CONDITIONS		VALUES	NOTES
01000	Job Site General Conditions	$	-	Dinkins
01018	Jobsite Supervision Cost	$	9,000.00	Dinkins
01040	Project Identification Sign	$	-	Excluded
01050	Permits	$	-	by marion county if any
01150	Builder's Risk Insurance	$	-	Excluded
01200	Bonding - See Below	$	-	Excluded
01250	Testing - Building Materials (Cylinders, Slumps, Etc.) - **ALLOWANCE**	$	-	Excluded
01300	Surveying - As Builts - **ALLOWANCE**	$	1,000.00	Preece
01430	CADD Usage Fees	$	-	Excluded
01450	Blueprint Reproduction	$	-	Excluded
01550	Temporary Utilities - Hot Check Service Fees - **EXCLUDED** - Use Existing	$	-	Excluded
01550	Temporary Utilities - Water Monthly Service - **EXCLUDED** - Use Existing	$	-	Excluded
01550	Temporary Utilities - Meter Rental - **EXCLUDED** - Use Existing	$	-	Excluded
01600	Portable Sanitation	$	300.00	Florida Express
01650	Refuse Containers	$	950.00	Florida Express
01650	Storage Containers - **EXCLUDED**	$	-	Excluded
01750	Jobsite Fencing	$	2,550.00	Allan Quality Fence
01900	Direct Labor	$	600.00	Action Labor
01950	Miscellaneous - Field Office and Job Site Equipment, Tools, & Supplies	$	-	Excluded
01950	Miscellaneous - Protection of Finished Surfaces & Weatherproofing	$	-	Excluded
01950	Miscellaneous - Maintenance of Traffic	$	-	Excluded
01950	Miscellaneous - Signage for Security and Safety	$	500.00	Dinkins
01960	Safety Supplies & Materials - PPE, First Aid, etc.	$	-	Excluded
01975	Punch Out	$	-	Excluded
01980	Procore Usage Fees	$	-	Excluded
	General Conditions Subtotal	**$**	**14,900.00**	

#	CONCRETE		VALUES	NOTES
03000	Concrete Subcontract	$	18,150.00	WaveCrest Masonry
03250	Termite Pretreat	$	300.00	Champion Pest
03500	Demolition and Removal	$	1,750.00	Patriot Demolition
	Concrete Subtotal	**$**	**20,200.00**	

#	STRUCTURAL STEEL		VALUES	NOTES
05400	Railings	$	10,800.00	Jeff Hawkins
05400	Railings - **SCOPE REVIEW** - Additional Railing	$	4,620.00	Jeff Hawkins
	Structural Steel Subtotal	**$**	**15,420.00**	

#	ROOFING & WATERPROOFING		VALUES	NOTES
07400	Silicone & Caulking	$	800.00	Dinkins
07400	Painting - Yellow Stripe at Lettering at Sidewalk Edge	$	400.00	Dinkins
	Roofing & Waterproofing Subtotal	**$**	**1,200.00**	

GENERAL CONDITIONS SUBTOTAL	**$**	**14,900.00**	
SITE DEVELOPMENT SUBTOTAL	**$**	**-**	
BUILDING SUBTOTAL	**$**	**36,820.00**	

#	MARION COUNTY		VALUES	NOTES
	General Conditions & Site Development & Building Subtotal	$	51,720.00	
00099	CM Fee = %10	$	5,172.00	
01125	GL Insurance Allocation	$	1,034.40	
01200	Bonding	$	775.80	
	Rounding	$	(2.20)	
	PROPOSED GMP	**$**	**58,700.00**	

#	ALTERNATES		VALUES	NOTES
00001	Powder Coated Railing In-Lieu of Stainless Steel	$	(5,500.00)	Jeff Hawkins
00002	Power Coated Railing In-Lieu of Stainless Steel - **SCOPE REVIEW** - Additional Railing	$	(2,352.78)	Jeff Hawkins
	ALTERNATES	**$**	**(7,852.78)**	

DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21361 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.2.8.

SUBJECT:
Request Approval of Purchases $50,000 and Over

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
The item(s) below have been received by Procurement Services and are approved for conformance with the Procurement Code/Manual, pending approval at today's meeting.

1. Pending Requisition/Atmax Equipment Co. - The Office of the County Engineer requests approval to purchase one (1) 810-1001 MowerMax Prime Mover in the amount of $249,523.86. **Total expenditure of $249,523.86. Funds are available in line BL400541-564101.** *This purchase is exempt from the competitive bidding process requirements under FSA23-EQU21.0*

2. Pending Requisition/OEC Business Interiors - Marion County Facilities Management requests approval to purchase the furniture required for the Freedom Library Expansion in the amount of $100,432.69. **Total expenditure of $100,432.69. Funds are available in line AA720571-564102 - LBC375013.** *This purchase is exempt from the competitive bidding process requirements under 56120000-24-NY-ACS*

RECOMMENDED ACTION:
Motion to approve requested purchases.

QUOTE

ATMAX Equipment Co.
6902 E 7th Ave
Tampa, FL, 33619
Phone: 813-634-1111

Web: www.mowermax.com

Quote Nbr.:	**Q002052**
Order Date:	9/24/2025
Valid Until:	11/23/2025
Sales Person:	David MacGregor
Customer ID:	C004738
Reference:	
Payment Terms:	
For:	Karen Holgate
Contract:	FL Sheriff's Association No. FSA23-EQU21.0 Heavy Equip.

BILL TO:
Marion Co FL
3330 SE Maricamp Rd
Ocala FL 34471
United States of America

SHIP TO:
Marion Co FL
3330 SE Maricamp Rd
Ocala FL 34471
United States of America

NO.	ITEM	QTY.	PRICE	AMOUNT
1	810-1001: MowerMax Prime Mover, 22ft-26ft,Gen 4 154 HP Cummins Turbo Diesel, Stage V 4-Speed Hydrostatic Transmission Valve Bank with Electro-Hydraulic Joystick Controls 3450lbs Counterweight with Integrated Steps Rear Axle Stabilizer Full time 4WD 3 Steering Modes, Front, Crab and 4 Wheel ISO Mounted Cab, Certified ROPS - ISO 3471 and FOPS - ISO3449 1/2" High Impact Lexan on right side of cab 10" Touchscreen Color Monitor Grammer cloth seat, 12v Air-ride, with lumbar, tilt, arm rest & two safety switches Climate controlled with AC and Heat Tires: Heavy duty Radial Multi-Purpose Boom: 180 Deg Boom Rotation with Quick Disconnect System with Stucchi Quick Coupler System for easy removal Safety: Headlights with LED daytime running lights, turn signal and brake lights Class 1 LED Strobe, 12 LED Mini Strobes and 1 - 36in LED Directional Bar Back-up alarm Mirror Back Up Camera and Front-View camera Reversing Radiator Cleanout Fan Training - Operator and Safety AM/FM Bluetooth radio w 6" touchscreen	1.00	209,975.52	209,975.52
2	810-2002: Boom Arm, 24ft	1.00	17,988.20	17,988.20
3	810-3002: Boom Attachment, Rotary Deck, 60in with Standard Swivel Includes Quick Disconnect System	1.00	17,610.14	17,610.14
4	810-6001: Option, Radial Tires/Wheels, Set of 4 460/70-R24 Radial Tire Multiuse Tread	1.00	.00	0.00
5	810-6007: Option, Cab & Rear Hood Guard	1.00	3,950.00	3,950.00
6	810-6014: Option, Reversing, Cleanout Radiator Fan	1.00	.00	0.00
7	SHIPPING: Shipping and Handling	1.00	.00	0.00

Quote Total:	249,523.86
Tax Total:	0.00
Total (USD):	249,523.86

OEC
BUSINESS INTERIORS

1601 NW 80th Boulevard
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(352) 332-1192 FAX (352) 333-8002

1925 SW 18th CT STE 105
Ocala, FL 34471
(352) 620-2888 FAX (352) 620-2891

Quotation 121984

Quote Date 11/11/25
Project 5470
Customer FRE587
Terms DUE UPON RECEIPT
Account Representative BRENDA WAWERS

Quote To

Freedom Public Library
5870 SW 95th St
Ocala FL 34476

Ship To

Freedom Public Library
5870 SW 95th St
Ocala FL 34476

Sales Location OEC GAINESVILLE

Description	Quantity	Unit Price Sell/List/Disc	Extended Price
130-CREATIVE SPACE			
1 **HTMC424296** - Preside 42x96 Stdng Mobile Collab Tbl **Select Grommet:** **.N:** No Grommets **Laminate Top Selection:** **$(L1STD):** Grd L1 Standard Laminates **.LDW1:** Designer White 15051 **Select Edgeband Color:** **.DW:** Designer White 15051 **Select Caster/Glide Option:** **.C:** Caster **Paint Selection:** **$(P1):** P1 Paint Opts **.P:** Black HONCOMMERC **Tag For** 130-CREATIVE SPACE	1	1,179.70 3,021.00 60.95%	1,179.70
Sub Total			1,179.70
Florida Sales Tax Exempt			0.00
Total			**1,179.70**
131- OPTION 1			
2 **BODICHAIR** - Bodi Task Chair **Frame:** Black Frame **Seat Cover Finish:** Foundation 5875 - Black **Back Finish:** Air Mesh AR02 - BLACK	20	304.80 762.00 60.00%	6,096.00

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	Description	Quantity	Unit Price Sell/List/Disc	Extended Price
2	**Armrest:** 1-D ARM **Packaging:** Fully Assembled AMQSOLUTIO **Tag For** 131- OPTION 1			
3	**RSC24362AF** - Cabinet-Storage, 1 adjustable shelf, Flush steel front, 24D x 36W x 28H **BASIC:** 7225 SAND **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG **TOP OPT:** *OPT:TOP OPTIONS **STL TOP:** STD:1" STEEL TOP STEELCASE **Tag For** 131- OPTION 1	1	647.29 2,086.00 68.97%	647.29
4	**RSC24363CF** - Cabinet-Storage, 2 adjustable shelves, Flush steel front, 24D x 36W x 40H **BASIC:** 7225 SAND **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG **TOP OPT:** *OPT:TOP OPTIONS **STL TOP:** STD:1" STEEL TOP STEELCASE **Tag For** 131- OPTION 1	1	739.44 2,383.00 68.97%	739.44
5	**LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-500 2-501 2-502 2-503 2-504 2-505 2-506 2-507 2-508 2-509 2-510 2-511 2-512 2-513 2-514 2-515 2-516	42	0.00 0.00 0.00%	0.00

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Description	Quantity	Unit Price Sell/List/Disc	Extended Price
5 2-517 2-518 2-519 2-520 STEELCASE **Tag For** 131- OPTION 1			
6 **TSASUB30L** - TS Series; Bin, Flat front, Lock, 30W **BASIC:** 7225 SAND **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG STEELCASE **Tag For** 131- OPTION 1	20	232.33 761.00 69.47%	4,646.60
7 **TSASUB36L** - TS Series; Bin, Flat front, Lock, 36W **BASIC:** 7225 SAND **LOCK:** 9201 POLISHED CHROME **KEYS:** SK PLUG STEELCASE **Tag For** 131- OPTION 1	20	242.10 793.00 69.47%	4,842.00
8 **LOCKFR** - FIELD INSTALLED LOCK PLUGS & KEYS, FR **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Key:** KEY SPECIFIC 2-500 2-501 2-502 2-503 2-504 2-505 2-506 2-507 2-508 2-509 2-510 2-511 2-512 2-513 2-514 2-515 2-516 2-517 2-518 2-519 STEELCASE **Tag For** 131- OPTION 1	40	0.00 0.00 0.00%	0.00

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	Description	Quantity	Unit Price Sell/List/Disc	Extended Price
9	**CRPD2HBBF** - Pedestal-2-High,Box/Box/File **Size Option:** Modular **Depth:** 24.00000 **Case Finish:** Speckle HPL 2823 - DRIFTWOOD SPECKLE **Headset Finish:** Speckle HPL 2823 - DRIFTWOOD SPECKLE **Lock Finish:** Polished Chrome 9201 - POLISHED CHROME **Keys:** Key Plug **Pull:** Nile Pull **Pull Finish:** Smooth Metallic 4799 - PLATINUM METALLIC **Counterweight:** No Counterweight STEELCASE **Tag For** 131- OPTION 1	40	530.05 1,312.00 59.60%	21,202.00
10	**TS7TIEPLATE** - Tie plate, Package quantity 6, Side by side worksurface application STEELCASE **Tag For** 131- OPTION 1	4	46.28 167.00 72.29%	185.12
11	**USSBR** - Bracket-Side support STEELCASE **Tag For** 131- OPTION 1	20	16.63 60.00 72.28%	332.60
12	**UCL** - C legs-Double post, Glides, 28 1/2H **Leg Finish:** TEXTURED PAINT 7225 - SAND STEELCASE **Tag For** 131- OPTION 1	20	172.63 623.00 72.29%	3,452.60
13	**UCANT** - Cantilever, On module application, 16W x 13D **Basic Finish:** TEXTURED PAINT 7225 - SAND STEELCASE **Tag For** 131- OPTION 1	40	46.28 167.00 72.29%	1,851.20
14	**TS724THF** - Frame, Horizontal package, Thin, 24W **BASIC:** 7225 SAND **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **CBL TRAY:** CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **BASETRAY:** BASE TRAY	20	35.47 128.00 72.29%	709.40

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	Description	Quantity	Unit Price Sell/List/Disc	Extended Price
14	STEELCASE **Tag For** 131- OPTION 1			
15	**TS736THF** - Frame, Horizontal package, Thin, 36W **BASIC:** 7225 SAND **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **CBL TRAY:** CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **BASETRAY:** BASE TRAY STEELCASE **Tag For** 131- OPTION 1	30	40.18 145.00 72.29%	1,205.40
16	**TS736THF** - Frame, Horizontal package, Thin, 36W **BASIC:** 7225 SAND **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **CBL TRAY:** CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **BASETRAY:** BASE TRAY STEELCASE **Tag For** 131- OPTION 1	22	40.18 145.00 72.29%	883.96
17	**TS730THF** - Frame-Horizontal package, Thin, 30W **BASIC:** 7225 SAND **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** STD:Std Top Cap **CABLEOPT:** *OPT:CABLE TRAY OPTION **CBL TRAY:** CABLE TRAY **BASE OPT:** *OPT:BASE TRIM OPTIONS **KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES **TRAY OPT:** *OPT:BASE TRAY OPTION **BASETRAY:** BASE TRAY	23	37.96 137.00 72.29%	873.08

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	Description	Quantity	Unit Price Sell/List/Disc	Extended Price
17	STEELCASE **Tag For** 131- OPTION 1			
18	**TS748TEPJ** - Junction-End of run, Thin, 48H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **TEXT PNT:** *UPRIGHT:TEXTURED PAINT **7225:** SAND STEELCASE **Tag For** 131- OPTION 1	1	44.06 159.00 72.29%	44.06
19	**TS766TEPJ** - Junction-End of run, Thin, 66H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **TEXT PNT:** *UPRIGHT:TEXTURED PAINT **7225:** SAND STEELCASE **Tag For** 131- OPTION 1	23	44.06 159.00 72.29%	1,013.38
20	**TS748TIPJ** - Junction-In line, Thin, 48H STEELCASE **Tag For** 131- OPTION 1	15	31.31 113.00 72.29%	469.65
21	**TS766TIPJ** - Junction-In line, Thin, 66H STEELCASE **Tag For** 131- OPTION 1	23	31.31 113.00 72.29%	720.13
22	**TS786TCLJ** - Junction-L, Change of height, Thin, 48 to 66 **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **TEXT PNT:** *UPRIGHT:TEXTURED PAINT **7225:** SAND STEELCASE **Tag For** 131- OPTION 1	3	96.98 350.00 72.29%	290.94
23	**TS766TLPJ** - Junction-L, Thin, 66H **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT	20	69.00 249.00 72.29%	1,380.00

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Description	Quantity	Unit Price Sell/List/Disc	Extended Price
23 **TEXT PNT:** *UPRIGHT:TEXTURED PAINT **7225:** SAND STEELCASE **Tag For** 131- OPTION 1			
24 **TS7868TCTJ** - Junction-T, Change of height, Thin, 48 to 66 to 48 **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **TEXT PNT:** *UPRIGHT:TEXTURED PAINT **7225:** SAND STEELCASE **Tag For** 131- OPTION 1	8	135.50 489.00 72.29%	1,084.00
25 **TS7686TCTJ** - Junction-T, Change of height, Thin, 66 to 48 to 66 **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **TEXT PNT:** *UPRIGHT:TEXTURED PAINT **7225:** SAND STEELCASE **Tag For** 131- OPTION 1	2	135.50 489.00 72.29%	271.00
26 **TS78686TCXJ** - Junction-X, Change of height, Thin, 48 to 66 to 48 to 66 **TRIM:** *OPT:TRIM PACKAGE **PAINT:** PAINTED TRIM PKG **UPRIGHT:** UPRIGHT **TEXT PNT:** *UPRIGHT:TEXTURED PAINT **7225:** SAND STEELCASE **Tag For** 131- OPTION 1	4	140.21 506.00 72.29%	560.84
27 **TS7PK36Z** - Kit-Power, 3 circuit, Separate neutrals, 36W STEELCASE **Tag For** 131- OPTION 1	47	88.67 320.00 72.29%	4,167.49
28 **TS736TSUC** - Lay in utility package-Ceiling access, Thin, 36W **BASIC:** 7225 SAND **TC OPT:** *OPT:TOP CAP OPTIONS **STD CAP:** Std Top Cap **TRAY OPT:** *OPT:BASE TRAY OPTION	1	371.59 1,341.00 72.29%	371.59

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	Description	Quantity	Unit Price Sell/List/Disc	Extended Price
28	**BASETRAY:** BASE TRAY STEELCASE **Tag For** 131- OPTION 1			
29	**TS71236TK** - Panel skin-Tackable acoustical, 12H x 36W **SURFACE:** P516 LIT **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 131- OPTION 1	20	39.90 144.00 72.29%	798.00
30	**TS74236TK** - Panel skin-Tackable acoustical, 42H x 36W **SURFACE:** P516 LIT **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 131- OPTION 1	40	82.58 298.00 72.29%	3,303.20
31	**TS76024TK** - Panel skin-Tackable acoustical, 60H x 24W **SURFACE:** P516 LIT **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 131- OPTION 1	40	88.39 319.00 72.29%	3,535.60
32	**TS76030TK** - Panel skin-Tackable acoustical, 60H x 30W **SURFACE:** P516 LIT **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 131- OPTION 1	46	93.11 336.00 72.29%	4,283.06
33	**TS76036TK** - Panel skin-Tackable acoustical, 60H x 36W **SURFACE:** P516 LIT **FAB DIR:** *OPT:FABRIC DIRECTION **HORZ:** STD:HORIZONTAL APPLICATION STEELCASE **Tag For** 131- OPTION 1	46	98.37 355.00 72.29%	4,525.02
34	**TS76BPZ** - Power infeed, 3 circuit, Separate neutrals, 6L in ft **PLASTIC:** 6654 SAND STEELCASE	2	110.56 399.00 72.29%	221.12

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	Description	Quantity	Unit Price Sell/List/Disc	Extended Price
34	**Tag For** 131- OPTION 1			
35	**TS724UPHZ** - Power infeed, 3 circuit, Separate neutrals, Multi purpose application, 24L in ft STEELCASE **Tag For** 131- OPTION 1	2	209.21 755.00 72.29%	418.42
36	**TS71SSZ** - Receptacle-System ground, Line 1, 3 circuit, Separate neutrals **PLASTIC:** 6654 SAND **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 131- OPTION 1	25	18.01 65.00 72.29%	450.25
37	**TS72SSZ** - Receptacle-System ground, Line 2, 3 circuit, Separate neutrals **PLASTIC:** 6654 SAND **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 131- OPTION 1	22	18.01 65.00 72.29%	396.22
38	**TS73SSZ** - Receptacle-System ground, Line 3, 3 circuit, Separate neutrals **PLASTIC:** 6654 SAND **CSTMPOPT:** *OPT:Controlled Stamp Option **NOSTAMP:** STD:No Stamp STEELCASE **Tag For** 131- OPTION 1	13	18.01 65.00 72.29%	234.13
39	**USWS** - Worksurface-Straight, Laminate, Plastic edge profile **Size:** Modular **Depth:** 24.00000 **Width:** 48.00000 **Top Surface Finish:** Speckle HPL 2823 - Driftwood Speckle **Grain Direction:** No Grain Direction **Edge Finish:** Plastic - PG1 6654 - SAND **Power Access:** No Power Access **Scallop:** No Scallop **Grommet:** No Grommet **Cord Drop:** No Cord Drop STEELCASE	20	116.66 421.00 72.29%	2,333.20

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	Description	Quantity	Unit Price Sell/List/Disc	Extended Price
39	**Tag For** 131- OPTION 1			
40	**USWS** - Worksurface-Straight, Laminate, Plastic edge profile **Size:** Modular **Depth:** 24.00000 **Width:** 66.00000 **Top Surface Finish:** Speckle HPL 2823 - Driftwood Speckle **Grain Direction:** No Grain Direction **Edge Finish:** Plastic - PG1 6654 - SAND **Power Access:** No Power Access **Scallop:** With Scallop **Grommet:** No Grommet **Cord Drop:** No Cord Drop STEELCASE **Tag For** 131- OPTION 1	20	148.25 535.00 72.29%	2,965.00
	Sub Total			81,502.99
	Florida Sales Tax Exempt			0.00
	Total			**81,502.99**
	WOEC			
41	**WALL MOUNT** - WALL MOUNT OEC **Tag For** WOEC	1	50.00 0.00 0.00%	50.00
42	**SERVICE** - Service to: 1. Teardown furniture per the attached drawing (7 desks, 7 Bookcases and 7 chairs) 2. Take to a store room in the same building 3. Put it back together once the space has been renovated. OEC	1	1,240.00 0.00 0.00%	1,240.00
43	**SERVICE2** - TO RECEIVE, INSPECT, DELIVER & INSTALL STATE CONTRACT FURNITURE OEC	1	16,460.00 0.00 0.00%	16,460.00
	Sub Total			17,750.00
	Florida Sales Tax Exempt			0.00
	Total			**17,750.00**

This quotation contains special order items made to buyer's selections. Once approved, products ordered from this quotation cannot be returned or cancelled.

By approving the quote, sending email approval, or submitting a PO, purchaser signifies understanding of OEC Business Interiors

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cancellation and return policy.

This quotation expires 30 days from quote date EXCEPT in the event of additional tariffs. Many manufacturers are implementing surcharges with very little notice. The quote will be updated and resent as they become effective.

This quote matches layout #5470 Revision #5

Federal ID number: 59-2866517

Pricing per Furniture Contract 56120000-24-NY-ACS. Please include this contract number on your PO.

Please reference quote number on purchase order.

Purchase orders should be emailed to orders@oec-fl.com

In case of customer delay, OEC will store products for 30 days free of charge. After 30 days, storage will be billed at .75% per month, with a $50 minimum.

Earliest possible delivery at this time is 6 weeks from the time of order entry.

Quotes totaling over $2000 not eligible for p-card/credit card purchase. Purchase order will be required.

Quotation Totals

Sub Total	100,432.69
Florida Sales Tax Exempt	0.00
Grand Total	**100,432.69**

End of Quotation

ACCEPTED BY_____ TITLE_____ DATE_____

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21176 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.3.1.

SUBJECT:
Request Approval of Tourist Development Council Funding Request for Marketing Assistance Funding Program Reimbursement for Goldmark, LLC (Budget Impact - Neutral; expenditure of $5,000)

INITIATOR:
Loretta Shaffer, Director

DEPARTMENT:
Tourist Development

DESCRIPTION/BACKGROUND:
The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. The Marketing Assistance Program is designed to enable tourism-related businesses in Marion County to enhance their marketing opportunities leveraged with the Ocala/Marion County destination brand. This funding contract is for the Marketing Assistance Funding Program Reimbursement for Goldmark, LLC. This program was recommended for funding in the amount of $5,000, by the TDC at their regularly scheduled meeting on August 20, 2025.

BUDGET/IMPACT:
Neutral; expenditure of $5,000. Funding from CP155552-548101.

RECOMMENDED ACTION:
Motion to approve the Tourist Development Council funding request and authorize the Chairman and Clerk to execute the attached funding agreement.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Wheeler (Last) Sky (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Assistant Director (Phone) (352) 438-2800

Signature Sky Wheeler Date Wednesday, October 15, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

We are requesting legal review of the agreement for Marketing Assistance Funding Program for Goldmark LLC which was presented to the TDC for recommendation on 8/20/25. The TDC has recommended this application to the BCC for approval.

For more information or discussion, contact: ☐ Same as above

(Name) Shelton (Last) Candace (First) (Title) Industry and Community Relations (Phone) (352) 438-2800

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, December 2, 2025

Agenda Deadline Date for **Legal:** Friday, November 7, 2025 Agenda Deadline Date for **Admin:** Thursday, November 20, 20

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-1065

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☑ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Victoria Ryder at 11:49 am, Oct 15, 2025

Attorney Signature: Date 10/14/25

Staff Signature: Completed Date: 10/15/25 Returned: ☐ Department ☑ Admin ☐

Rev2 03/19/2025

AGREEMENT BETWEEN MARION COUNTY AND GOLDMARK, LLC

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Goldmark, LLC** ("Recipient"), whose address is **5290 NW 130th Avenue Ocala, FL 34482** for **Marketing Assistance Funding Program Reimbursement** (the "Project").

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, County and Recipient hereto agree as follows:

Article 1 – The Contract:

1.1 The contract between County and Recipient, of which this Agreement is a part, consists of the Contract Documents. The Contract Documents are defined as this Agreement, the Marketing Assistance Funding Program Guidelines, the Recipient's submitted application, Certificate of Insurance, and any attachments or addendum thereto. The Contract Documents represent the entire and integrated contract between the parties and supersede prior negotiations, representations or agreements, either written or oral. Recipient acknowledges receipt of a copy of the Contract Documents.

Article 2 - Contract Sum & Payments:

2.1 Recipient acknowledges that it is requesting funding for the Project in the form of reimbursement from County's Marketing Assistance Funding Program (the "Program") governed by County's Tourist Development Council (the "TDC"). The Program permits the expenditure of certain tax revenues in order to promote tourism. Recipient acknowledges that it has reviewed the Program and the Contract Documents and understands that failure to comply with the Program and the Contract Documents shall jeopardize current and future funding.

2.2 With regard to the Project, County shall make one payment to Recipient as reimbursement for eligible expenses in an amount not to exceed **Five Thousand Dollars and no cents ($5,000).** All eligible expenses must be incurred from the date of execution of this Agreement to **September 30, 2026**, hereby designated as the deadline for the Project's completion, (the "Project End Date") in order to be entitled to reimbursement.

2.3 Final Report:

Payment shall not be issued until Recipient has delivered to Ocala/Marion County Visitors and Convention Bureau (the "OMCVCB") a final report containing all eligible expenses incurred.

A. Expenses: Recipient is instructed to refer to the Marketing Assistance Funding Program Guidelines for a listing of eligible and ineligible expenses. Claimed eligible expenses shall be fully supported by proofs of purchase (copies are acceptable).

B. The deadline for submission of all required documentation, including the final report and reimbursement material to OMCVCB is **September 30, 2026** (the "Project End Date"). All supporting documentation must have verifiable dates which fall within the fiscal year in which the funds were approved. No additions or changes to Recipient's final report will be accepted by County after that date and County shall not issue any payments for untimely submissions.

C. Recipient acknowledges that all funds it receives are subject to audit by the Marion County Clerk of the Court – Internal Auditor or other representative as County may designate.

Article 3 –Project Eligibility:

To be eligible for Program funds, the Project shall, in part, comply with the Program objective and provide certain deliverables. This Project was recommended to the Board of County Commissioners by the Tourist Development Council on **August 20, 2025** and subsequently approved by the Board of County Commissioners on **December 2, 2025.**

3.1 Program Objective:

The Project shall meet the following Program objective, as set forth in Section 125.0104, Florida Statutes:

TOURISM PROMOTION: To promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

Specifically, to qualify for Program funding the Project shall "enrich the visitor experience, encourage repeat visitations through local business promotions, inspire brand adoption and support tangible marketing materials highlighting tourism activities in Marion County."

3.2 Project Conditions:

The Project shall adhere to all of the following conditions:

A. Marketing

(1) Recipient shall credit the OMCVCB on all Project marketing materials online and offline.

(2) All Project printed and digital marketing collateral and materials, shall include the OMCVCB logo.

(3) Any use of OMCVCB branding or the OMCVCB name must conform to the requirements of the OMCVCB Brand Toolkit, available at https://www.ocalamarion.com/media/brand-toolkit/ , and any other guidelines that may be issued by OMCVCB.

(4) Prior to publication or production, Recipient must provide all proposed items to include OMCVCB branding for review and approval. Failure to do so will result in disqualification from receiving reimbursement.

B. All marketing efforts must be approved and deployed within three (3) months of the contract's execution but, no later than March 2, 2026.

Article 4 – General Responsibilities of Recipient:

4.1 Recipient shall comply with all applicable federal, state, and local laws and regulations in executing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient agrees to furnish all labor, materials equipment, and services and shall obtain any and all governmental permits necessary to execute the Project. If any part of the Project is not properly permitted prior to execution or completed without proper permits, the Project will be disqualified for funding.

4.2 RECIPIENT shall provide proof of insurance to the Ocala/Marion County Visitors and Convention Bureau (OMCVCB), on behalf of the COUNTY, within fourteen (14) days of the contract's approval by the Board of County Commissioners. Proof of coverage must be obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. Proof of coverage provided to County should be an Accord Certificate of Insurance and contain the following: A Commercial General Liability Insurance Policy is required in the amount of at least $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury, $1,000,000, and $50,000 Fire Legal Liability Coverage. COUNTY, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – The coverage shall contain no special limitation on the scope of protection afforded to COUNTY, its officials, employees, or volunteers.

4.3 Recipient shall only receive funding for eligible expenses, as otherwise provided herein. Any funding advanced and later deemed ineligible for any reason, shall be repaid by Recipient to County within ten (10) days of written request.

4.4 In the performance of this Agreement, Recipient shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture or associate of County, thereby making Recipient solely responsible for the means, methods, techniques, sequences and procedures utilized by Recipient in the full performance of this Agreement.

4.5 Recipient shall keep records of all transactions. County shall have the right to review such records at County's office at **109 W. Silver Springs Blvd., Ocala, FL 34475** during normal business hours.

4.6 Public Records Compliance.

A. Recipient acknowledges that any material, including papers, photographs, films, and audio recordings, made or received by County in connection with Recipient's request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, Recipient acknowledges that it cannot dictate to County what material is open to public inspection or the circumstances under which material is deemed confidential.

B. If, under this Agreement, Recipient is providing services and is acting on behalf of County as provided under Section 119.001(2), Florida Statutes, then, Recipient shall comply with public records laws, specifically:

(1) Keep and maintain public records required by County to perform the service;

(2) Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if Recipient does not transfer the records to County; and,

(4) Upon completion of this Agreement, transfer, at no cost, to County, all public records in possession of Recipient or keep and maintain public records required by County to perform the service. If Recipient transfers all public records to County upon completion of this Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of this Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

C. If Recipient fails to provide the public records to County within a reasonable time or otherwise, Recipient may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by County.

D. **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: Publicrelations@MarionCountyFL.org

Article 5 – Indemnification and Liabilities:

5.1 To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless County, its officers, board members, agents, representatives and employees, from and against fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgment and awards and actions of whatever kind or nature, including attorney's fees, costs (and costs and fees on appeal), and damages (including, but not limited to, actual and consequential damages, personal injury, bodily injury, sickness, disease or death, and injury to or destruction of tangible property including loss of use resulting therefrom), arising out of or resulting from guests, invitees, participants, spectators, or any action of Recipient, or in any way a result of the Project or the services, events, or products advertised.

5.2 Recipient acknowledges that County, through the TDC, is only a financial contributor to the Project and not a promoter or co-sponsor and County shall not be responsible for any debt incurred or liability issues that may occur in any way related to the Project.

Article 6 - Termination of this Agreement:

6.1 County may terminate this Agreement at any time with or without cause. Recipient may terminate this Agreement at any time with cause solely with the approval of County. Any and all decisions made by County concerning termination of this Agreement are binding upon Recipient. Recipient acknowledges that termination of this Agreement does not relieve Recipient of any obligations it may have to the facility, vendors, etc.

Article 7 – Photo/Likeness Release Form:

7.1 Recipient acknowledges that the purpose of the Program and the award of Program funding to Recipient, are, in part, to promote County. Recipient grants to County the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or in relation to the Project, including those of Recipient's employees, volunteers, invitees, and those that contain Recipient's name, artwork, logo or trademark, for use by County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videotapes or recordings. Recipient affirms it is the legal owner of any artwork, logo or trademark used by Recipient and acknowledges that County is relying on this representation and, to the extent there is any claim by any third party against County, Recipient will indemnify and hold the County harmless as to any such claim or damages arising from such claim. Recipient grants County permission for the photographs, digital images, videotapes, or recordings to be used in their entirety and/or edited versions as deemed necessary by County. It is understood these items will become the property of County and all rights to inspect or approve as well as any royalties or other such compensation are waived. Recipient further grants County permission for the photographs, digital images, videotapes or recordings to be used by County at any time in the future without notice being provided and that County's use may include for trade, commercial and advertising purposes, to promote the product or service of County, and to simply report happenings in County, and may include the use of items on County websites. Recipient affirms it has made its invitees aware of County's intentions in this regard and has made the signing of a release a requirement to participate in the Project.

Article 8 – Governing Law, Venue, Waiver of Right to Jury Trial, Severability:

8.1 This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County and (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial.

8.2 Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

GREGORY C. HARRELL
CLERK OF COURT

DATE: _____

CARL ZALAK III
CHAIRMAN

DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: 10/15/25

Goldmark, LLC (Recipient)

By: Theodore P. Bulmahn
Printed Name: Theodore P. Bulmahn
Its: Managing Member
Date: 10-23-25

STATE OF Florida
COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of October, 2025 by Theodore P. Bulmahn (name of officer or agent), the Managing Member (title) of Goldmark, LLC (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced DL # B455815434160 (type of identification) as identification.

SAMANTHA SOLOMON
Notary Public-State of Florida
Commission # HH 596845
My Commission Expires
September 29, 2028

(Notary Signature and Notary Seal)

Samantha Solomon
(Name of Notary Typed, Printed or Stamped)

Commission Expires: 9/29/2028

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21386 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.4.1.

SUBJECT:
Request Approval of Development Agreement for SE 52nd Street at US 301 C-Store Between Marion County and WPG-Triple Crown LLC, (Budget Impact - Revenue; $14,641)

INITIATOR: **DEPARTMENT:**
Steven Cohoon, P.E., County Engineer **Office of the County Engineer**

DESCRIPTION/BACKGROUND:
This Development Agreement establishes the Developer's proportionate share mitigation for transportation impacts associated with development of a convenience store and future outparcel at the intersection of SE 52nd Street and US 301.

A previously accepted traffic study identified the need for roadway improvements along SE 52nd Street adjacent to the site, and design plans for a potential future widening were approved by the County. These plans contemplated a three-lane section with an eastbound left-turn lane.

Upon coordinating the proposed improvements, the County and Developer evaluated multiple potential approaches to move the project forward. However, off-site utility conflicts located on private property, including power-pole placement and clearance requirements, make construction of the widening infeasible at this time. Because the County does not have a programmed capital project in this segment, and because the needed utility adjustments fall outside the County's control, neither party can implement the improvements under current conditions.

The Developer's proportionate share obligation totals $32,941.14. After applying eligible credits for design and utility coordination work completed by the Developer, the resulting net payment due to Marion County is $14,641.11.

BUDGET/IMPACT:
Revenue of $14,641.11 (BL760344-344904 Developer Agreements)

RECOMMENDED ACTION:
Motion to approve the Development Agreement for SE 52nd Street at US 301 C-Store and to authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) pool (Last) Aaron (First) (Dept) Office of the County Engineer - 1165

(Title) Land Development Manager (Phone) 8338

Signature [signature] Date Tuesday, October 28, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ Draft Document
- ☐ Approve as to Form
- ☑ RESUBMIT LRM No. 2025-630
- ☐ Legal Opinion
- ☐ Other

Description of Request

Linda please review. Steven adjusted for your comments and integrated feedback from Growth.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: _____

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-630 RESUBMIT

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Linda Blackburn Asst. County Attorney
- ☐ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorne

Date Received:

Outcome:
- ☐ Approved as to form and legal sufficiency
- ☑ Approved with revisions: ☐ Suggested ☑ Completed
- ☐ Other:

RECEIVED
By Marion County Attorney LZ at Oct 28, 2025

Attorney Signature: [signature] Date Nov 19, 2025

Staff Signature: [signature] Completed Date: 11/19/25 Returned: ☑ Department ☐ Admin ☐ _____

This Instrument Prepared by and Record and Return to:

Hill Ward Henderson
101 W. Kennedy Boulevard
Suite 3700
Tampa, Florida 33602
Attn: Jon Jennewein, Esq.

DEVELOPMENT AGREEMENT
FOR SE 52nd STREET AT US 301 C-STORE

THIS DEVELOPMENT AGREEMENT FOR SE 52nd STREET AT US 301 C-STORE (this "Agreement"), is executed as of _____, 2025 (the "Effective Date"), by and between:

- Marion County, Florida, a political subdivision of the State of Florida ("County"); and
- WPG-Triple Crown, L.L.C., a Florida limited liability company ("Developer").

WHEREAS:

A. Developer owns the Property located in Marion County, Florida (all capitalized terms not otherwise defined herein shall have the meanings set forth in paragraph 1 below).

B. Developer intends to develop the Property as a convenience store (the "C-Store") and as another future commercial use located adjacent to the C-Store (the "Outparcel").

C. Kimley-Horn and Associates, Inc. ("Kimley-Horn") has prepared a Traffic Study on behalf of Developer concerning the effect, on Transportation Facilities, of the development of the Property.

D. Developer and County have agreed that Proportionate Share Mitigation by Developer shall be paid to mitigate the impact on Transportation Facilities caused by future development of the Property, as well as to enhance County's transportation network.

E. Section 1.8.6.D(2)(a)3. of the County Concurrency Management System provides that, if there is not adequate available capacity in one or more Transportation Facilities, a person may enter into a development agreement with the County which may include methods to provide the development's "proportionate share of additional capacity via proportionate share payments and/or improvements which eliminate and/or mitigate the development's proportionate share of deficiencies prior to the development project's impact, consistent with Ch. 163 F.S."

F. County will be entitled to reimbursement from the Developer for the Developer's proportionate share of the cost of the Roadway Improvements as described below.

G. The plans for the Roadway Improvements were approved by the County on May 1, 2024.

H. Developer and County are entering into this Agreement pursuant to the above recitals.

NOW, THEREFORE, in consideration of the mutual covenants contained herein (which are incorporated herein by reference), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Definitions.** In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:

1.1. *County Code* – The "Marion County Code" as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified or supplemented.

1.2. *County LDC* – The "Marion County Land Development Code" as codified through Ordinance No. 23-27, adopted September 21, 2023, as same may be subsequently amended, modified or supplemented.

1.3. *Credits* – Credit against Proportionate Share Obligations, as same may be set forth in this Agreement.

1.4. *Deficient Facilities* – One or more Transportation Facilities for which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service ("LOS") for such Transportation Facilities), as determined by the Traffic Study as of buildout of the Property, other than Transportation Facilities for which capacity is inadequate prior to development of the Property.

1.5. *Governmental Authority* – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any Parcel thereof, and all Roadway Improvements which are the subject of this Agreement.

1.6. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after June 15, 2024, is August 15, 2024. If the first date is a day of the month which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after May 31, 2024, is June 30, 2024.

1.7. *Party or Parties* – As applicable, either Developer or County or both Developer and County.

1.8. *Plans* – The plans and specifications for the construction of the Roadway Improvements as approved by County and/or all other Governmental Authorities with jurisdiction thereover, identified as AR# 30965 in the Marion County e-plans system, and attached as **Exhibit B**.

1.9. *Project Engineer* – The engineering firm or firms retained by Developer to design and permit the Roadway Improvements. As of the Effective Date, Kimley-Horn is the Project Engineer.

1.10. *Property – The* real property owned by Developer located in Marion County, Florida, upon which Developer intends to build a convenience store and other commercial use as described on the attached **Exhibit A**.

1.11. *Proportionate Share Mitigation* - The payments to be made by Developer pursuant to paragraph 5.

1.12. *Trips* – The number of Trips reserved by Developer as set forth in paragraph 6.1.

1.13. *Roadway Improvements* - The design under AR# 30965, permitting, and construction of the widening of that portion of SE 52nd Street that is currently two-lane to a three-lane roadway section with an east bound left turn lane; and procurance of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by Developer and County pursuant to the terms of this Agreement or any amendment or supplement thereto.

1.14. *Traffic Study* – The Traffic Study prepared by Kimley-Horn regarding the Property (identified in the Traffic Study as *"SE 52 ST AT US 301 C-STORE"* and having Project #2016030064) dated May 2023, assessing the impact on Transportation Facilities of the development of the Property. The Traffic Study was developed pursuant to a methodology approved by County and the Traffic Study has been reviewed, approved and accepted by County. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.

1.15. *Transportation Facilities* - All public roads, streets or highways (collectively the "Roadway Segments"), and intersections ("Intersections") studied pursuant to the Traffic Study.

2. **Representations and Warranties.** As a material inducement to the Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Party to this Agreement:

2.1. Developer's Representations and Warranties. Developer represents and warrants to County that:

2.1.1. Developer is a validly organized and existing limited liability company, in good standing under the laws of the State of Florida, authorized to transact business in the State of Florida.

2.1.2. Developer is the owner of the Property.

2.1.3. Developer has the authority to enter into this Agreement.

2.1.4. Developer has taken all prerequisite actions necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Developer the obligations of Developer hereunder shall be valid and binding obligations of Developer.

2.1.5. The individual executing this Agreement on behalf of Developer or its duly authorized representative for Developer, is authorized to execute this Agreement.

2.1.6. The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, court order, judgment, or the governing documents of Developer.

2.2. County Representations and Warranties. County represents and warrants to Developer that:

2.2.1. Developer will be entitled to reserve the Trips as set forth in paragraph 6.1.

2.2.2. The actions by County hereunder are consistent with the terms and provisions of the County's Comprehensive Plan, the County Code and the County LDC.

2.2.3. County has taken all prerequisite actions necessary to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.

2.2.4. Upon the execution and delivery of this Agreement by County, the obligations of County shall be valid and binding obligations of County.

2.2.5. Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the County LDC nor any agreement, covenant, court order or judgment to which County is a party.

3. **Traffic Study.** The Traffic Study has been: (a) prepared in accordance with a methodology agreed to by County, and (b) reviewed, approved and accepted by County on June 12, 2023, pursuant to that certain Traffic Study Approval Letter dated June 12, 2023, and bearing Project Name: SE 52 ST AT US 301 C-Store and Project #2016030064. The Traffic Study evaluates long-term transportation needs within the agreed study area described therein. The Traffic Study projects impact on off-site public Transportation Facilities resulting from the development of the Property through full build-out of the Property.

4. **County's Construction of the Roadway Improvements.**

4.1. Generally. County shall construct the Roadway Improvements, at County's sole expense, but subject to the Proportionate Share Mitigation as set forth in this Agreement. The Parties agree and acknowledge that Developer is not required to perform any additional traffic analysis as it relates to the development of the C-Store. Nothing contained herein shall prevent the County from requiring an updated and/or additional traffic study or traffic analysis (collectively, the "Additional Traffic Studies") as a condition to the development of the Outparcel and/or to require additional improvements (the "Additional Improvements") to the roadways as a condition thereof; provided, however, that in no event shall such Additional Improvements be required unless such Additional Traffic Studies show an increase in the number of Trips (as same is set forth in Section 6.1).

4.2. Design. Developer has completed the Plans for the Roadway Improvements. The County agrees that the cost of the Plans shall be a Credit against Developer's Proportionate Share.

5. **Proportionate Share Mitigation.**

5.1. The Traffic Study identified Roadway Segments and Intersections which are projected to constitute Deficient Facilities on the build-out of the Property or other improvements necessary to benefit the County Transportation System (i.e., the Roadway Improvements).

5.2. Specifically, the Traffic Study identified the following Transportation Facilities that constitute Deficient Facilities that would ordinarily be mitigated through payment of money: A portion of SE 52nd Street adjacent to Developer's Property is currently deficient, creating the need for widening and expansion by way of an eastbound left turn lane.

5.3. Under the provisions of Sections 163.3180, Florida Statutes and Section 1.8.7.B.(2) of the County CMS, an acceptable method for Developer to mitigate transportation impacts is to pay Proportionate Share Mitigation pursuant this Agreement. Attached hereto as **Exhibit C** is a spreadsheet that County and Developer agree accurately calculates Developer's Proportionate Share Mitigation payment due to mitigate the Deficient Facilities referred to in paragraph 5.2, such amount being [$32,941.14]. Within thirty (30) days of the approval of this Agreement by the Marion County Board of Commissioners, Developer shall pay its Proportionate Share Mitigation payment less any Credits as provided hereunder. Such payment shall be made by check and delivered to the Office of the County Engineer, 412 SE 25th Avenue, Ocala, Florida 34471.

6. **Capacity Reservations.**

6.1. Reservation of Capacity. In consideration for payment by Developer of the Proportionate Share Mitigation, there is reserved in favor of Developer and for the benefit of the Property, Trips in the amount of 3,538 net new daily trips (the "Daily Trips"); 336 A.M. peak hour net new trips (the "Morning Peak Trips") and 214 P.M. peak hour net new trips (the "Evening Peak Trips"). The Daily Trips, Morning Peak Trips and Evening Peak Trips are collectively referred to herein as the "Trips".

6.2. Concurrency Determination. Execution of this Agreement by both parties shall constitute the County's formal concurrency determination and certification for the Project, in accordance with the procedures of the County's Concurrency Management System (as established pursuant to Section 1.8.1 of the County LDC). No separate concurrency certificate shall be required.

6.3. Capacity Reservation Fees. Developer and County agree that the traffic study performed for and accepted by the County, allows for any remaining land that might be available after development of the convenience store to become eligible for any remaining trips that would be available in the future, when and if the remaining land is developed. Developer is not reserving capacity; however, it is understood that the remaining land has been accounted for and the Roadway Improvements have been designed to allow for maximum capacity.

7. **Maintenance.** Following construction of the Roadway Improvements:

7.1. County shall maintain all of the Roadway Improvements other than the Stormwater Management Facilities into which stormwater from the Roadway Improvements is conveyed.

7.2. Developer shall maintain the Stormwater Management Facilities from which stormwater from the Roadway Improvements is conveyed.

8. **General Provisions**.

8.1. Notices.

8.1.1. 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 paragraph 9:

8.1.1.1. If to County: County Engineer Steven Cohoon, 412 SE 25th Avenue, Ocala, FL 34471; email: steven.cohoon@marionfl.org.

With a copy to: Assistant County Administrator Tracy Straub, P.E., 601 SE 25th Avenue, Ocala, FL 34471; email: tracy.straub@marionfl.org.

With a copy to: County Attorney Matthew Guy Minter, 601 SE 25th Avenue, Ocala, FL 34471; email: matthew.minter@marionfl.org.

8.1.1.2. If to Developer: Attn: Michael T Wagner, 4211 W Boy Scout Blvd, Suite 620, Tampa, FL 33607; email: mwagner@wagspg.com;

With a copy to: Jameson Frederick, Kimley-Horn and Associates, Inc. 1700 SE 17th Street, Suite 200, Ocala, FL 34471; email: jameson.frederick@kimley-horn.com.

With a copy to: Jon Jennewein, Hill Ward Henderson, 101 E Kennedy Blvd, Suite 3700, Tampa, FL 33602, email: jon.jnnewein@hwhlaw.com.

8.1.2. Each such Communication shall be deemed delivered:

8.1.2.1. On the date of delivery if by personal delivery with signed receipt thereof;

8.1.2.2. On the date of email transmission if by email (subject to paragraph 9.1.5); and

8.1.2.3. 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.

8.1.2.4. 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.

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

8.1.4. 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.

8.1.5. Concerning Communications sent by email:

8.1.5.1. 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;

8.1.5.2. 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;

8.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

8.1.5.4. 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

8.1.5.5. 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.

8.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer or the County in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

8.3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may, under the terms of this Agreement, later may be designated for public use or purposes shall be conveyed by Developer to County, as applicable. Except as herein specifically provided no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party,

nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

8.4. Default Provisions. Failure of the Developer to timely remit the Proportionate Share Mitigation payment as required in Section 5 of this Agreement shall constitute a default. Upon written notice from the County, the Developer shall have thirty (30) days to cure such default by making the required payment in full. If the default is not cured within that period, the County may withhold or suspend the issuance of any development permits or authorizations for the Property and may pursue any other remedies available at law or in equity. No other act or omission by either party shall constitute a default under this Agreement.

8.5. Estoppel Statements. Each Party agrees that upon written request from time to time of any other Party it will timely issue to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an estoppel statement ("Estoppel Statement").

8.5.1. The Estoppel Statement shall provide the following:

8.5.1.1. Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

8.5.1.2. Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

8.5.1.3. That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

8.5.1.4. That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

8.5.1.5. That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

8.5.2. Such Estoppel Statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

The Estoppel Statement shall be provided at no charge to the requesting party except that County may charge a reasonable fee (currently established at $300.00) if Developer or a Subsequent Owner requests an Estoppel Statement more than once per calendar year.

8.6. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any appellate or post-judgment proceedings related thereto.

8.7. Binding Effect. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

8.8. Headings. The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

8.9. Severability. Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

8.10. Survival of Representations and Warranties. All representations and warranties contained herein are made in writing by the Parties in connection herewith shall survive the execution and delivery of this Agreement.

8.11. Successors and Assigns.

8.11.1. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

8.11.2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

8.12. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

8.13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

8.14. Amendment of Agreement. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

8.15. Rules of Construction. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

8.15.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.

8.15.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.

8.15.3. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

8.15.4. The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement.

8.15.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.

8.15.6. Where a provision involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

8.16. Time.

8.16.1. Time is of the essence of all of the provisions and terms of this Agreement.

8.16.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

8.16.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

8.16.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

8.17. Exhibits. The Exhibits attached to this Agreement are as follows:

8.17.1. Exhibit A- Property;

8.17.2. Exhibit B- Plans; and

8.17.3. Exhibit C- Proportionate Share Analysis.

8.18. Effective Date. This Agreement shall become effective upon the recording of the fully executed Agreement in the Public Records of Marion County, Florida, as set forth in Section 163.3239, Florida Statutes.

8.19. Entire Understanding. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

THEREFORE, the Parties have executed this Agreement as of the Effective Date shown above.

ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

Marion County Attorney

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

Carl Zalak III, Chairman

Date: _____

SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE

DEVELOPER:
WPG-TRIPLE CROWN, LLC, a Florida limited liability company

By: **Wagner Property Group, LLC, a Florida limited liability company, its manager**

Michael T. Wagner
(signature)

Print name: Michael T. Wagner

Title: President

Date: 11/20/25

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me by means of ☑ physical presence or ☐ online notarization this 20TH day of NOVEMBER, 2025 personally appeared MICHAEL T WAGNER, as MANAGER of WAGNER PROPERTY GROUP, on behalf of company, who is personally known to me or has produced _____ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he did so as an officer of said DEVELOPER all by and with the authority of the Member of said DEVELOPER.

Kathleen Hupp

Print/Type Name: KATHLEEN HUPP
Notary Public in and for the County and State aforesaid.

My Commission Expires: MAY 10, 2027

Serial No., if any: _____

KATHLEEN HUPP
Notary Public - State of Florida
Commission # HH 396842
My Comm. Expires May 10, 2027
Bonded through National Notary Assn.

EXHIBIT A

LEGAL DESCRIPTION:

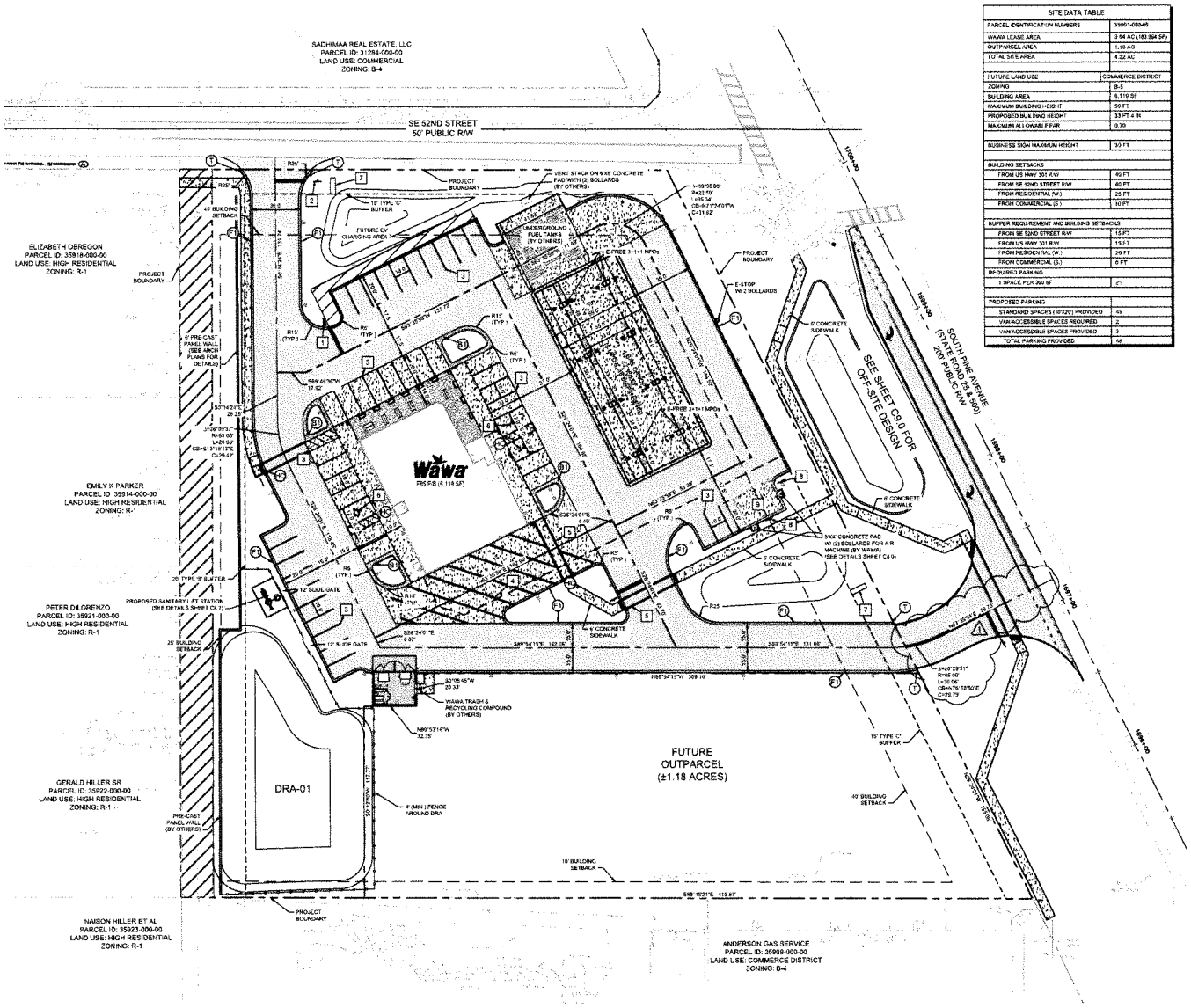
BEGINNING AT A POINT EAST 619.35 FEET AND SOUTH 25.00 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 22 EAST, THENCE SOUTH 447.21 FEET, THENCE EAST 523.62 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD #25 (U.S. HIGHWAY #441), THENCE NORTH 26º34'00" WEST ALONG SAID RIGHT-OF-WAY LINE 500.00 FEET, THENCE WEST 300.00 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN MARION COUNTY, FLORIDA.

Parcel ID: 35901-000-00
Owner: WPG-TRIPLE CROWN, LLC
Managed by: WAGNER PROPERTY GROUP, LLC

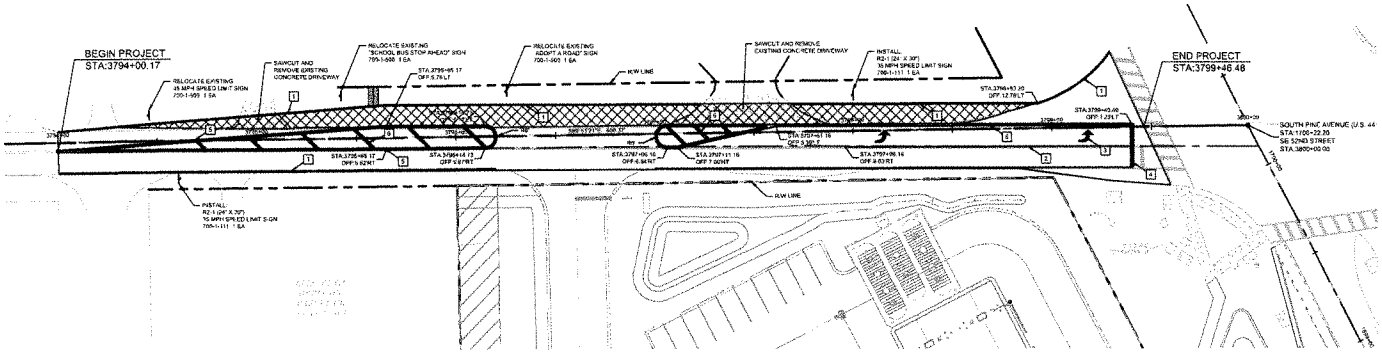
Parcel ID: 35901-001-00
Owner: WPG-TRIPLE CROWN 2, LLC
Managed by: WAGNER PROPERTY GROUP, LLC



EXHIBIT B



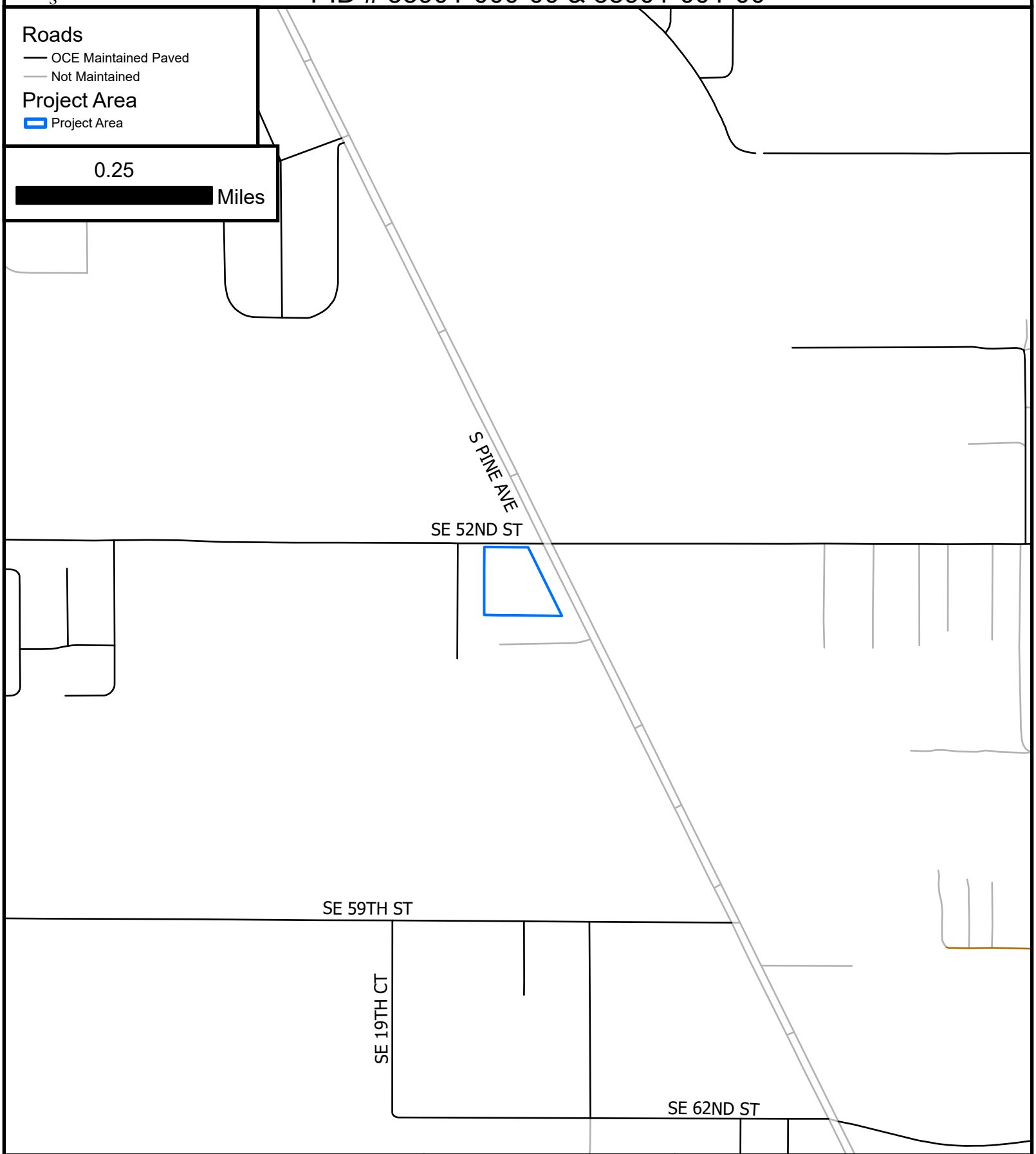
SE 52ND STREET IMPROVEMENTS



DEVELOPMENT AGREEMENT FOR 52nd STREET AT US 301 C-STORE

Project #

PID # 35901-000-00 & 35901-001-00



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed:11/20/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

898

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21387 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.4.2.

SUBJECT:
Request Approval of Developer's Agreement Between Marion County and Shores Sand Mine, LLC (Budget Impact - None)

INITIATOR:
Steven Cohoon, P.E., County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
Emerald Village was reviewed and approved with conditions by the Development Review Committee (DRC), on July 14, 2025. The DRC granted the Developer a waiver from the requirement of Section 2.18.1 of the County Land Development Code. Section 2.18.1 requires the submittal of Improvement Plans for construction activities including public or private roads, road modifications, offsite roadway improvements, and other offsite linear construction such as utility or stormwater installations.

As a condition of granting this waiver, the DRC required the Developer to enter into this Developer's Agreement. The Agreement establishes the timing and requirements for a Traffic Impact Analysis, provides for the creation of an internal road network to facilitate cross-access consistent with County access management standards, and requires the recording of a Declaration of Covenants creating a homeowners' association responsible for shared circulation elements.

These conditions allow the platting process to proceed without requiring the applicant to first submit an Improvement Plan. This agreement will ensure mobility, connectivity, and development standards will be met, while also allowing the developer to begin platting and selling tracts.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the Developer's Agreement and to authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Pool (Last) Aaron (First) (Dept) Office of the County Engineer - 1165

(Title) Land Development Manager (Phone) 8338

Signature Aaron Pool Date Tuesday, August 19, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ Draft Document
- ☑ Approve as to Form
- ☐ RESUBMIT LRM No. _____
- ☑ Legal Opinion
- ☐ Other

Description of Request

Please review Developer's Agreement for Emerald Village.

Agreement in Word and redline provided.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, September 16, 2025

Agenda Deadline Date for **Legal:** Saturday, August 23, 2025 Agenda Deadline Date for **Admin:** Friday, September 5, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-810

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☒ Linda Blackburn Asst. County Attorney
- ☐ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorne

Outcome:
- ☐ Approved as to form and legal sufficiency
- ☑ Approved with revisions: ☐ Suggested ☑ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney-HF at 11:24 am, Aug 20, 2025

Attorney Signature: Linda A Blackburn Date 11/10/2025

Staff Signature: _____ (Completed) Date: 11/10/25 Returned: ☐ Department ☐ Admin ☐ _____

Rev2 03/19/2025

This Instrument Prepared By:
W. James Gooding, III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return To:
Marion County Office of County Engineer
412 SE 25th Avenue
Ocala, FL 34471

Recording: $_____

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT made and entered into this _____, 2025, (the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County"); and
- Shores Sand Mine, LLC, a Florida limited liability company ("Developer").

WHEREAS:

A. Developer owns the real property (the "Property") described in the attached **Exhibit A**.

B. Developer intends to record a plat (the "Plat") of the Property establishing a subdivision (the "Subdivision") to be known as "Emerald Village."

C. The proposed Plat will plat the Property into large lots (the "Initial Lots") to provide for flexibility in developing the Property. It is possible that, as the Subdivision is developed, the Initial Lots will need to be replatted into smaller lots (the "Smaller Lots") pursuant to one or more replats (each a "Replat").

D. On July 14, 2025, County's Development Review Committee (the "DRC") granted to Developer a waiver from the requirement of Section 2.18.1 of the County Land Development Code on the condition that Developer enter into this Agreement.

E. Developer is entering into this Agreement pursuant to the DRC approval.

NOW THEREFORE, IN CONSIDERATION of the payment of $10.00 and other good and valuable consideration acknowledged by both parties, the parties do mutually covenant and agree as follows:

1. **Traffic Impact Analysis**. Developer shall submit to County for approval a traffic impact analysis performed pursuant to County's *Traffic Impact Guidelines* for the anticipated build-out of the Subdivision upon the earlier of the following:

   1.1. Obtaining approval of any Subdivision Improvement Plans for the Subdivision or any Replat thereof, or of any site plan or building permit within the Subdivision; or

   1.2. Within three (3) years after the Effective Date of this Agreement.

2. **Cross-Access.**

2.1. As set forth in Whereas paragraph C, it is anticipated that some of the Initial Lots may be further subdivided pursuant to one or more Replats.

2.2. Developer shall, in connection with any replatting or development of the Subdivision, cause an internal road network to be established so that there is cross-access between all of the Initial Lots and any Smaller Lots created by a Replat. Such road network may be constructed as Initial Lots or Smaller Lots develop, but any road in an Initial Lot shall connect to a previously constructed road on a contiguous Initial Lot or Smaller Lot.

3. **Declaration**. Prior to, or concurrently with the recording of the Plat for the Subdivision, Developer shall record a declaration of covenants (the "Declaration") consistent with the following:

3.1. The Declaration shall establish a homeowners' association ("HOA") for the Subdivision. The HOA shall be established pursuant to the provisions of Chapter 720, Florida Statutes, including being registered as a "not for profit corporation" with the Florida Department of State, and shall have all the rights and obligations of a homeowners' association thereunder. The HOA shall have perpetual existence and shall continue to be the homeowners' association for the Subdivision even after a Replat. The HOA shall take no action inconsistent with the obligations of Developer under this Agreement, including those set forth in paragraphs 2.2 and 3.2.

3.2. The Initial Lots subject to the Declaration shall be required to construct a road network consistent with the cross-access requirements of paragraph 2, above. Each Initial Lot shall have a cross-access easement to permit it, or Smaller Lots established by a Replat, to utilize the roads constructed within other Initial Lots or as shown on a Replat.

4. **Notices.**

4.1. 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 paragraph:

4.1.1. If to County: County Engineer, 412 SE 25th Avenue, Ocala, FL 34471; email: Steven.Cohoon@marionfl.org.

4.1.1.1. With a copy to: _____; email: _____.

4.1.2. If to Developer: Matt Fabian, 4349 SE 20th Street, Ocala, FL 34471; email: mattpfabian@gmail.com.

4.1.2.1. With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

4.2. Each such Communication shall be deemed delivered:

4.2.1. On the date of delivery if by personal delivery with signed receipt thereof;

4.2.2. On the date of email transmission if by email (subject to paragraph 4.5); and

4.2.3. 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.

4.2.4. 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.

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

4.4. 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.

4.5. Concerning Communications sent by email:

4.5.1. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

4.5.2. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

4.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

4.5.4. 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

4.5.5. 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.

5. **Exclusive Venue**. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

6. **JURY WAIVER**. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

7. **Governing Laws**. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

8. **Attorney's Fees**. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

9. **Successors and Assigns**. All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

10. **Severability Clause**. Provisions contained in this Agreement which are determined by a court of competent jurisdiction to be contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

11. **Waiver**. A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

12. **Construction of Agreement**. Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

13. **Rules of Construction**. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

13.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.

13.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.

13.3. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

13.4. The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement.

13.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.

13.6. Where a provision involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

14. **Further Action**. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

15. **Negation of Partnership**. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprises. Further, no party under this Agreement shall be deemed to be an employee, agent, or other representative of the other party.

16. **Exhibits**.

16.1. All exhibits attached to this Agreement are being incorporated by reference.

16.2. The following exhibits are attached to this Agreement.

16.2.1. **Exhibit A** – Property.

17. **Entire Understanding**. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties.

18. **Amendments**. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought.

19. **Miscellaneous.**

19.1. Any violation by Developer, or Developer's successors or assigns, of any provision contained herein shall be considered as a violation of this Agreement and may result in the suspension, cancellation or termination of development orders and permits by County for the Property.

19.2. Any amendments to the conditions or provisions contained herein shall require an amendment to this Agreement.

19.3. Upon execution of this Agreement, Developer shall provide funds to County for recording of this Agreement in the public records. The Agreement shall be recorded within fourteen (14) days as set forth in Section 10-323(f)(17) of the County Code. Any conveyance of any interest in the Property after execution of this Agreement and prior to recording of the Agreement in the public records, shall be subject to the terms and conditions of this Agreement. Developer shall be responsible for the disclosure of the existence of this Agreement.

THEREFORE, the Parties have entered into this Agreement effective the date first set forth above.

[SIGNATURES ON FOLLOWING PAGES]

OWNER

Shores Sand Mine, LLC, a Florida limited liability company

By: _____
Floyd S. Salser, III, as Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of OCTOBER, 2025, by Floyd S. Salser, III, as Manager of Shores Sand Mine, LLC, a Florida limited liability company, on behalf of company.

KARLA S. HAYTER
Commission # HH 191460
Expires December 11, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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

Commission Number: HH191460
Commission Expires: 12/11/2025

Notary: Check one of the following:
✓ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Carl Zalak, III, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

_____
Matthew Guy Minter, County Attorney

EXHIBIT A
PROPERTY

LOTS 1 THROUGH 22 BLOCK 722, LOTS 1 THROUGH 13 BLOCK 723, LOTS 1 THROUGH 17 AND LOTS 20 THROUGH 35 BLOCK 724, ALL OF BLOCK 725, BIRCH ROAD, BIRCH PLACE, BIRCH COURT, THAT PORTION OF EMERALD RADIAL LYING ADJACENT TO BLOCKS 722 AND 723 AND THAT PORTION OF CYPRESS ROAD LYING ADJACENT TO BLOCKS 722 AND 723, SILVER SPRINGS SHORES UNIT NO. 29, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK J, PAGES 227 THROUGH 231, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING IN SECTIONS 16, 21 AND 22, TOWNSHIP 16 SOUTH, RANGE 23 EAST. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 17, BLOCK 724 OF SAID PLAT OF SILVER SPRINGS SHORES UNIT NO. 29; THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7467, PAGE 1704, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: (1) S.29°15'56"W., 477.89 FEET; (2) THENCE S.60°49'21"E., 199.99 FEET; (3) THENCE N.29°23'08"E., 25.05 FEET; (4) THENCE S.60°37'52"E., 295.16 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF OAK ROAD (HAVING A 100 FOOT RIGHT OF WAY), SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,236.75 FEET, A CENTRAL ANGLE OF 04°41'05", AND A CHORD BEARING AND DISTANCE OF S.47°50'12"W., 101.09 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 101.12 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT OF WAY, S.50°12'17"W., 966.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°38'32", AND A CHORD BEARING AND DISTANCE OF N.84°28'38"W., 35.86 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 39.99 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE NORTHWESTERLY RIGHT OF WAY LINE OF OAK ROAD, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD (HAVING A 100 FOOT RIGHT OF WAY), N.38°38'13"W., 1,523.57 FEET TO THE SOUTHERLY MOST CORNER OF A WATER RETENTION AREA IN BLOCK 724 (SOUTH OF LOT 1); THENCE DEPARTING THE NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, N.51°22'02"E., 120.39 FEET TO THE EASTERLY MOST CORNER OF SAID WATER RETENTION AREA; THENCE DEPARTING THE SOUTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, ALONG THE NORTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, N.38°37'58"W., 504.23 FEET TO THE NORTHERLY MOST CORNER OF SAID WATER RETENTION AREA; THENCE DEPARTING THE NORTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CYPRESS ROAD (HAVING AN 80 FOOT RIGHT OF WAY), THE FOLLOWING TWO (2) COURSES: (1) S.51°22'02"W., 95.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF S.06°22'02"W., 35.36 FEET; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE AND TO A POINT ON AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF CYPRESS ROAD, ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, N.38°37'58"W., 405.00 FEET TO THE SOUTHERLY MOST CORNER OF THE WATER RETENTION AREA IN BLOCK 723; THENCE DEPARTING THE NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, N.51°22'02"E., 275.00

FEET TO THE EASTERLY MOST CORNER OF SAID WATER RETENTION AREA; THENCE DEPARTING THE SOUTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, ALONG THE NORTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, N.38°37'58"W., 300.00 FEET TO THE NORTHERLY MOST CORNER OF SAID WATER RETENTION AREA; THENCE DEPARTING THE NORTHEASTERLY BOUNDARY OF SAID WATER RETENTION AREA, ALONG THE NORTHWESTERLY BOUNDARY OF SAID WATER RETENTION AREA, S.51°22'02"W., 275.00 FEET TO THE WESTERLY MOST CORNER OF SAID WATER RETENTION AREA; THENCE DEPARTING THE NORTHWESTERLY BOUNDARY OF SAID WATER RETENTION AREA, ALONG AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, N.38°36'42"W., 454.42 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 66°36'34", AND A CHORD BEARING AND DISTANCE OF N.05°18'36"W., 768.73 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 813.79 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, N.28°05'49"E., 322.64 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CSX RAILROAD (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING THE NORTHEASTERLY RIGHT OF WAY LINE OF EMERALD ROAD, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE CSX RAILROAD THE FOLLOWING THREE (3) COURSES: 1) S.60°43'59"E., 792.46 FEET; 2) THENCE S.89°36'26"W., 80.10 FEET; 3) THENCE S.60°41'35"E., 1,506.43 FEET TO THE NORTHEASTERLY CORNER OF LOT 22, BLOCK 722; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, ALONG THE EASTERLY BOUNDARY OF SAID LOT 22, BLOCK 722, S.29°16'28"W., 558.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED CYPRESS ROAD; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LOT 22, BLOCK 722, ALONG THE PROJECTION THEREOF, S.30°03'05"W., 79.87 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID CYPRESS ROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.60°43'16"E., 1,059.62 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 93.74 ACRES, MORE OR LESS.

This Instrument Prepared By:
W. James Gooding, III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return To:
Marion County Office of County Engineer
412 SE 25th Avenue
Ocala, FL 34471

Recording: $_____

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT made and entered into this _____, 2025, (the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County"); and
- Shores Sand Mine, LLC, a Florida limited liability company ("Developer").

WHEREAS:

A. Developer owns the real property (the "Property") described in the attached **Exhibit A**.

B. Developer intends to record a plat (the "Plat") of the Property establishing a subdivision (the "Subdivision") to be known as "Emerald Village."

C. The proposed Plat will plat the Property into large lots (the "Initial Lots") to provide for flexibility in developing the Property. It is possible that, as the Subdivision is developed, the Initial Lots will need to be replatted into smaller lots (the "Smaller Lots") pursuant to one or more replats (each a "Replat").

D. On July 14, 2025, County's Development Review Committee (the "DRC") granted to Developer a waiver from the requirement of Section 2.18.1 of the County Land Development Code on the condition that Developer enter into this Agreement.

E. Developer is entering into this Agreement pursuant to the DRC approval.

NOW THEREFORE, IN CONSIDERATION of the payment of $10.00 and other good and valuable consideration acknowledged by both parties, the parties do mutually covenant and agree as follows:

1. **Traffic Impact Analysis**. Developer shall submit to County for approval a traffic impact analysis performed pursuant to County's *Traffic Impact Guidelines* for the anticipated build-out of the Subdivision upon the earlier of the following:

   1.1. Obtaining approval of any Subdivision Improvement Plans for the Subdivision or any Replat thereof, or of any site plan or building permit within the Subdivision; or

   1.2. Within three (3) years after the Effective Date of this Agreement.

2. **Cross-Access.**

2.1. As set forth in Whereas paragraph C, it is anticipated that some of the Initial Lots may be further subdivided pursuant to one or more Replats.

2.2. Developer shall, in connection with any replatting or development of the Subdivision, cause an internal road network to be established so that there is cross-access between all of the Initial Lots and any Smaller Lots created by a Replat. Such road network may be constructed as Initial Lots or Smaller Lots develop, but any road in an Initial Lot shall connect to a previously constructed road on a contiguous Initial Lot or Smaller Lot.

3. **Declaration**. Prior to, or concurrently with the recording of the Plat for the Subdivision, Developer shall record a declaration of covenants (the "Declaration") consistent with the following:

3.1. The Declaration shall establish a homeowners' association ("HOA") for the Subdivision. The HOA shall be established pursuant to the provisions of Chapter 720, Florida Statutes, including being registered as a "not for profit corporation" with the Florida Department of State, and shall have all the rights and obligations of a homeowners' association thereunder. The HOA shall have perpetual existence and shall continue to be the homeowners' association for the Subdivision even after a Replat. The HOA shall take no action inconsistent with the obligations of Developer under this Agreement, including those set forth in paragraphs 2.2 and 3.2.

3.2. The Initial Lots subject to the Declaration shall be required to construct a road network consistent with the cross-access requirements of paragraph 2, above. Each Initial Lot shall have a cross-access easement to permit it, or Smaller Lots established by a Replat, to utilize the roads constructed within other Initial Lots or as shown on a Replat.

4. **Notices**.

4.1. 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 paragraph:

4.1.1. If to County: County Engineer, 412 SE 25th Avenue, Ocala, FL 34471; email: Steven.Cohoon@marionfl.org.

4.1.1.1. With a copy to: _____; email: _____.

4.1.2. If to Developer: Matt Fabian, 4349 SE 20th Street, Ocala, FL 34471; email: mattpfabian@gmail.com.

4.1.2.1. With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

4.2. Each such Communication shall be deemed delivered:

4.2.1. On the date of delivery if by personal delivery with signed receipt thereof;

4.2.2. On the date of email transmission if by email (subject to paragraph 4.5); and

4.2.3. 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.

4.2.4. 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.

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

4.4. 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.

4.5. Concerning Communications sent by email:

4.5.1. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

4.5.2. 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 but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

4.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

4.5.4. 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

4.5.5. 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.

5. **Exclusive Venue**. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

6. **JURY WAIVER**. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

7. **Governing Laws**. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

8. **Attorney's Fees**. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

9. **Successors and Assigns**. All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

10. **Severability Clause**. Provisions contained in this Agreement which are determined by a court of competent jurisdiction to be contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

11. **Waiver**. A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

12. **Construction of Agreement**. Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

13. **Rules of Construction**. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

13.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.

13.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.

13.3. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

13.4. The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement.

13.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.

13.6. Where a provision involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either or," the conjunction shall be interpreted as follows: "and" indicates that all the connected terms shall apply; "or" indicates that the connected terms may apply singly or in any combination; and "either or," indicates that only one of the connected terms may apply.

14. **Further Action**. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

15. **Negation of Partnership**. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprises. Further, no party under this Agreement shall be deemed to be an employee, agent, or other representative of the other party.

16. **Exhibits**.

16.1. All exhibits attached to this Agreement are being incorporated by reference.

16.2. The following exhibits are attached to this Agreement.

16.2.1. **Exhibit A** – Property.

17. **Entire Understanding**. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties.

18. **Amendments**. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought.

19. **Miscellaneous.**

19.1. Any violation by Developer, or Developer's successors or assigns, of any provision contained herein shall be considered as a violation of this Agreement and may result in the suspension, cancellation or termination of development orders and permits by County for the Property.

19.2. Any amendments to the conditions or provisions contained herein shall require an amendment to this Agreement.

19.3. Upon execution of this Agreement, Developer shall provide funds to County for recording of this Agreement in the public records. The Agreement shall be recorded within fourteen (14) days as set forth in Section 10-323(f)(17) of the County Code. Any conveyance of any interest in the Property after execution of this Agreement and prior to recording of the Agreement in the public records, shall be subject to the terms and conditions of this Agreement. Developer shall be responsible for the disclosure of the existence of this Agreement.

THEREFORE, the Parties have entered into this Agreement effective the date first set forth above.

[SIGNATURES ON FOLLOWING PAGES]

OWNER

Shores Sand Mine, LLC, a Florida limited liability company

By: _____
Floyd S. Salser, III, as Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of OCTOBER, 2025, by Floyd S. Salser, III, as Manager of Shores Sand Mine, LLC, a Florida limited liability company, on behalf of company.

KARLA S. HAYTER
Commission # HH 191460
Expires December 11, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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

Commission Number: HH191460
Commission Expires: 12/11/2025

Notary: Check one of the following:
✓ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Carl Zalak, III, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

_____
Matthew Guy Minter, County Attorney

EXHIBIT A
PROPERTY

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JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT - SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1402 www.JCHgg.com
CERTIFICATE OF AUTHORIZATION - L.B. 8071

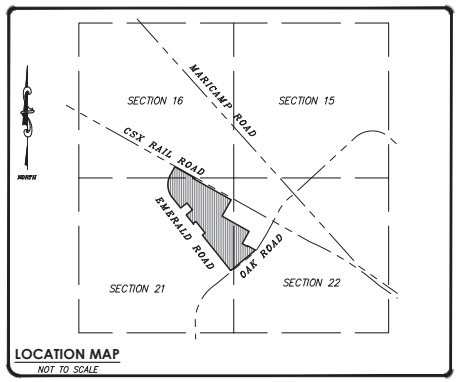
EMERALD VILLAGE

A REPLAT OF LOTS1 THROUGH 22, BLOCK 722, LOTS 1 THROUGH 13, BLOCK 723, LOTS 1 THROUGH 17 AND LOTS 20 THROUGH 35, BLOCK 724, ALL OF BLOCK 725, BIRCH ROAD, BIRCH PLACE, BIRCH COURT, THAT PORTION OF EMERALD RADIAL LYING ADJACENT TO BLOCK 722 AND 723 AND THAT PORTION OF CYPRES ROAD LYING ADJACENT TO BLOCK 722 AND 723, ALL IN SILVER SPRINGS SHORES UNIT NO.29, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 'J', PAGES 227 THROUGH 231
MARION COUNTY, FLORIDA
SECTION 16, 21, 22, TOWNSHIP 16 SOUTH, RANGE 23 EAST

PLAT BOOK ___ PAGE ___
SHEET 1 OF 2

NOTES:

1. ADVISORY NOTICE ~ ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C0504E, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" - AN AREA OF MINIMAL FLOOD HAZARD. THE FLOODING LIMITS HAVE NOT BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE FINAL PLAT RECORDING.
2. CURRENT ZONING IS P.U.D. (PLANNED UNIT DEVELOPMENT), CURRENT LAND USE IS EMPLOYMENT CENTER.
3. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
4. NO TRACT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
5. COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND THE COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH AND GENERAL WELFARE.
6. DESPITE ANY REFERENCE ON THIS PLAT TO ANY IMPROVEMENT OR FACILITY, INCLUDING BUT NOT LIMITED TO ANY SIDEWALK, PATHS AND PASSAGEWAYS FOR LOW-SPEED VEHICLES, GOLF CARS, GOLF CARTS, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND LANDSCAPE AND GOLF COURSE MAINTENANCE EQUIPMENT, RECREATIONAL FACILITY, PARK FACILITY, SIGN, ENTRY FEATURE, WALL, FENCE, BERM, LANDSCAPING, LIGHTING, IRRIGATION, UTILITY OR DRAINAGE IMPROVEMENT, NO SUCH REFERENCE SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY THAT ANY SUCH IMPROVEMENT OR FACILITY WILL BE CONSTRUCTED OR PROVIDED BY THE DEVELOPER OR ANY OF THE DEVELOPER'S SUCCESSORS OR ASSIGNS.
7. WHEREVER IN THIS PLAT REFERENCE IS MADE TO THE DEVELOPER'S "DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
8. THE DEVELOPER RESERVES OWNERSHIP OF ALL LOTS AND ALL TRACTS AS SHOWN ON THIS PLAT. THE DEVELOPER SHALL HAVE THE EXCLUSIVE AND UNRESTRICTED RIGHT AND OPTION (BUT NOT THE OBLIGATION) TO DO THE FOLLOWING WITH REGARD TO ANY OR ALL OF THE SAID LOTS AND TRACTS TO ANY PERSONS OR ENTITIES AS THE DEVELOPER SHALL DEEM APPROPRIATE OR DESIRABLE, INCLUDING BUT NOT LIMITED TO ANY AFFILIATES OF THE DEVELOPER, ANY PURCHASERS, ANY COMMUNITY DEVELOPMENT DISTRICTS AND/OR ANY NOT-FOR-PROFIT ENTITIES: (A) GRANT AND RESERVE EASEMENTS; (B) ASSIGN OPERATIONAL AND MAINTENANCE RESPONSIBILITIES; AND (C) ENCUMBER, SELL OR CONVEY.
9. THIS PLAT CONTAINS FIVE (5) LOTS, ZERO (0) TRACTS, AND 0.0 MILES OF ROAD.
10. ALL DISTANCES SHOWN HEREON ARE GROUND.
11. THIS PLAT IS 2 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER. FOR LEGAL DESCRIPTION AND DEVELOPER ACKNOWLEDGEMENTS & DEDICATION SEE SHEET 1. FOR BOUNDARY DETAIL, AND LOT DIMENSIONS SEE SHEET 2.
12. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
13. WATER AND SEWER SERVICE ARE BEING PROVIDED BY CITY OF OCALA.
14. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY L.D.C. WILL BE PROVIDED BY MARION COUNTY FIRE RESCUE.
15. THIS PROJECT HAS NOT BEEN GRANTED CONCURRENCY APPROVAL AND/OR GRANTED AND/OR RESERVED ANY PUBLIC FACILITY CAPACITIES. FUTURE RIGHTS TO DEVELOP THE RESULTING PROPERTY(IES) ARE SUBJECT TO A DEFERRED CONCURRENCY DETERMINATION, AND FINAL APPROVAL TO DEVELOP THE PROPERTY HAS NOT BEEN OBTAINED. THE COMPLETION OF CONCURRENCY REVIEW AND/OR APPROVAL IS DEFERRED TO A LATER DEVELOPMENT REVIEW STAGE.
16. ALL STORMWATER AND DRAINAGE EASEMENTS SHOWN HERON ARE DEDICATED PRIVATE FOR THE CONSTRUCTION AND MAINTENANCE OF SUCH FACILITIES. STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.
17. THIS PLAT IS SUBJECT TO THE FOLLOWING ITEMS:
    - 17.1. PERMANENT DRAINAGE EASEMENT AS RECORDED IN OR BOOK 8041, PAGE 1514.
    - 17.2. GRANT OF TEMPORARY CONSTRUCTION EASEMENT RECORDED IN OR BOOK 8041, PAGE 1497. THIS INSTRUMENT HAS EXPIRED UNDER ITS OWN TERMS BUT NO RELEASE HAS BEEN RECORDED. WE ARE REQUESTING THE COUNTY TO RELEASE THIS BEFORE THE PLAT IS RECORDED.
    - 17.3. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN BOOK 482, PAGE 553; AMENDMENT(S) IN BOOK 490, PAGE 535, BOOK 1436, PAGE 1898, AS RECITED IN BOOK 2321, PAGE 322, AND AS ASSIGNED IN INSTRUMENTS RECORDED IN BOOK 1143, PAGE 867 AND BOOK 2321, PAGE 350.
    - 17.4. GAS SERVICE AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 152, PAGE 764 AND 137, PAGE 411.
    - 17.5. UTILITY SERVICE AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 152, PAGE 780 ASSIGNED IN BOOK 180, PAGE 630; BOOK 180, PAGE 632; BOOK 393, PAGE 50; BOOK 393, PAGE 53; BOOK 394, PAGE 604; BOOK 394, PAGE 606; BOOK 137, PAGE 403, BOOK 395, PAGE 281; AND BOOK 1536, PAGE 1535.



LOCATION MAP
NOT TO SCALE

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION OF PRECEDENT TO THE APPROVAL AND ACCEPTANCE OF THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS, DOES HEREBY NOTIFY ALL PRESENT AND FUTURE OWNERS OF THE PROPERTY DESCRIBED HEREON THAT THE LANDS INCLUDED IN THIS PLAT ARE SUBJECT TO SPECIAL ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE COST INCURRED IN CONNECTION WITH THE MAINTENANCE, OPERATION, AND CONSTRUCTION OF INFRASTRUCTURE AS DETERMINED NECESSARY IN THE OPINION OF SAID BOARD OR OTHER GOVERNING BODY HAVING JURISDICTION.

APPROVAL BY COUNTY OFFICIALS-DEVELOPMENT REVIEW COMMITTEE:

BY: _____ COUNTY ENGINEERING
BY: _____ COUNTY FIRE SERVICES
BY: _____ COUNTY GROWTH SERVICES
BY: _____ COUNTY SURVEYOR
BY: _____ COUNTY UTILITIES
BY: _____ COUNTY BUILDING SAFETY

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT SHORES SAND MINE, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "DEVELOPER"), THE FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS "EMERALD VILLAGE" LOCATED IN MARION COUNTY, FLORIDA, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON. ALL PUBLIC AUTHORITIES AND THEIR PERSONNEL PROVIDING SERVICES TO THIS SUBDIVISION ARE GRANTED AN EASEMENT FOR ACCESS. THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, SHALL HAVE NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER REGARDING PRIVATE STREETS LOCATED WITHIN THIS SUBDIVISION. MARION COUNTY IS GRANTED A NON-EXCLUSIVE EASEMENT FOR EMERGENCY MAINTENANCE IN THE EVENT OF A LOCAL, STATE, OR FEDERAL STATE OF EMERGENCY WHEREIN THE DECLARATION INCLUDES THIS SUBDIVISION OR AN EMERGENCY WHEREIN THE HEALTH, SAFETY, OR WELFARE OF THE PUBLIC IS DEEMED TO BE AT RISK. MARION COUNTY IS GRANTED THE RIGHT TO PERFORM EMERGENCY MAINTENANCE ON STORMWATER AND DRAINAGE FACILITIES WITHIN THIS SUBDIVISION IN THE EVENT OF A LOCAL, STATE, OR FEDERAL STATE OF EMERGENCY WHEREIN THE DECLARATION INCLUDES THIS SUBDIVISION OR AN EMERGENCY WHEREIN THE HEALTH, SAFETY OR WELFARE OF THE PUBLIC IS DEEMED TO BE AT RISK. THE DEVELOPER HAS THE EXCLUSIVE RIGHT TO GRANT IN WRITING SPECIFIC EASEMENTS TO ANY UTILITY PROVIDER. THE RESERVATIONS AND EASEMENTS HEREIN GRANTED, AND THE LIMITATIONS HEREIN MADE, SHALL NOT CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OF MARION COUNTY, FLORIDA, AND NO OBLIGATION IS IMPOSED UPON THE COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF THE RIGHTS-OF-WAY, STORM WATER DRAINAGE FACILITIES OR EASEMENTS.

WITNESSES:
_____
WITNESS SIGNATURE
PRINT NAME: _____
_____
WITNESS SIGNATURE
PRINT NAME: _____

DEVELOPER AND OWNER:
SHORES SAND MINE LLC, A FLORIDA LIMITED LIABILITY COMPANY

By: _____
FLOYD S. SALSER III
DEVELOPER'S ADDRESS:
375 EMERALD ROAD
OCALA, FL 34472

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS:

THIS IS TO CERTIFY THAT ON _____/_____/_____ THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA.

BY: _____
KATHY BRYANT, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA

ATTEST: _____
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA)
) ss:
COUNTY OF MARION)

THE FOREGOING DEVELOPER'S ACKNOWLEDGEMENT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024 BY FLOYD S. SALSER III, AS MANAGER OF SHORES SAND MINE, LLC., A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME.

_____ _____ _____
NOTARY PUBLIC PRINT NAME: NOTARY SEAL:

SURVEYOR'S CERTIFICATE

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, AND IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE, AND THAT THIS PLAT DOES NOT ADVERSELY AFFECT THE LEGAL ACCESS OF ADJACENT PARCELS.

JCH CONSULTING GROUP, INC (Licensed Business Number LB8071)
426 SW 15TH STREET
OCALA, FLORIDA 34471

_____
CHRISTOPHER J. HOWSON (LICENSE NO. LS6553)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SURVEYOR SEAL:

CLERK OF CIRCUIT COURT

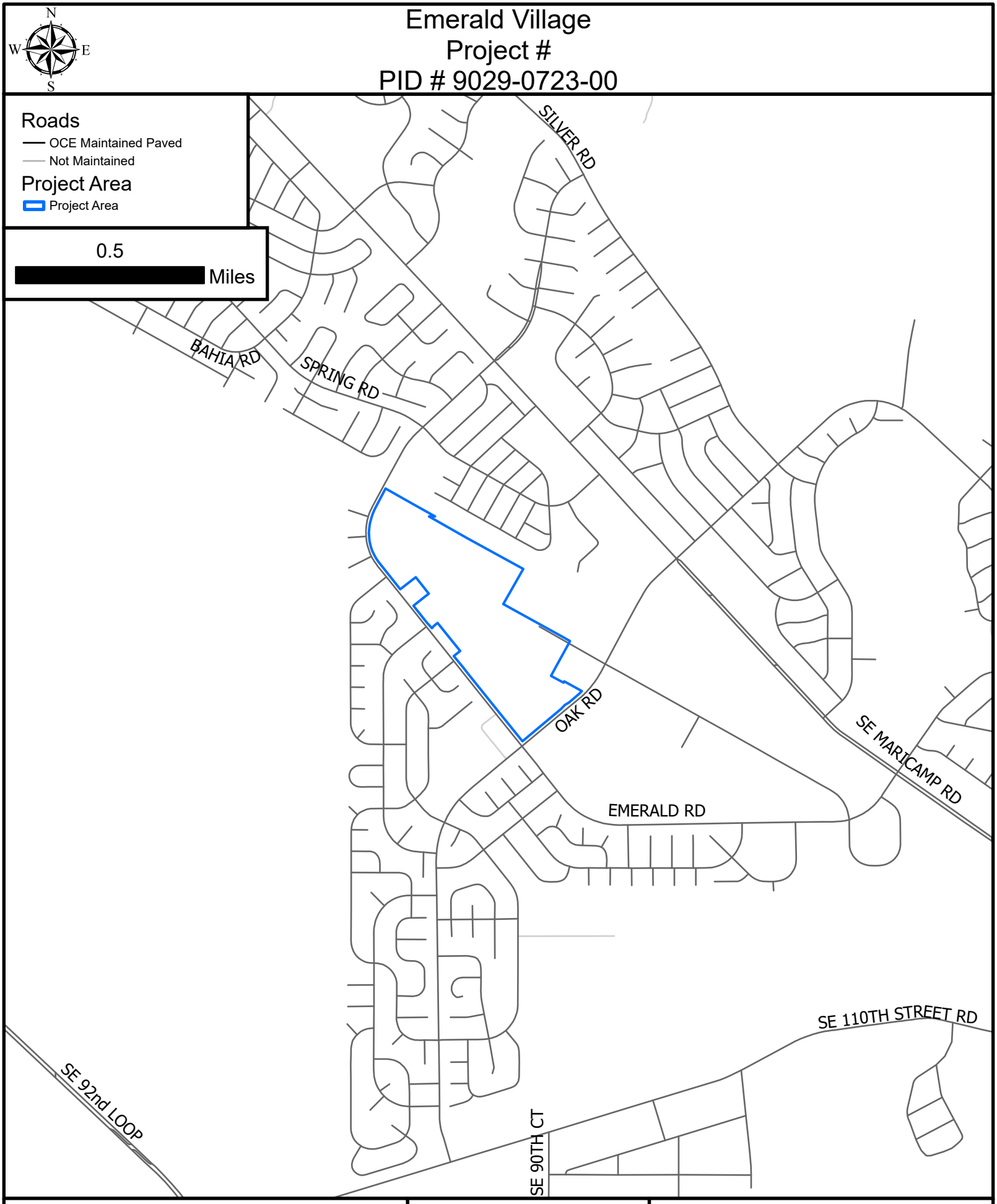
I, CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA, DO HEREBY ACCEPT THIS PLAT OF "EMERALD VILLAGE" FOR RECORDING. THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, _____, AT _____: _____ AM/PM AND RECORDED ON PAGE _____ OF PLAT BOOK _____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MARION COUNTY, FLORIDA.

BY: _____
GREGORY C. HARRELL
CLERK OF THE CIRCUIT COURT

CLERK SEAL: BCC SEAL: CLERK SEAL:

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

Emerald Village
Project
PID # 9029-0723-00



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed:11/20/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

922

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21356 **Agenda Date:** 12/2/2025 **Agenda No.:** 7.5.1.

SUBJECT:
Request Approval of Amended Water Main Extension Connection Agreement WME-093-O Between Pabliny LLC and Marion County Utilities (Budget Impact - None)

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property being developed is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner has applied for a building permit on a parcel within the 400' connection distance of public water main provided by Marion County Utilities (MCU) and is required to install the water main across the parcel's frontage, ending at the farthest corner.

After Agreement WME-093-O was approved by the Board on July 15, 2025, the Owner was unable to proceed with its originally selected contractor. As a result, the Owner selected a new contractor who offered a lower price. This Amendment is necessary to correct the resulting benefiting-lot payback share obligation as recorded in the Official Records.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to repeal the originally approved WME-093-O and execute the Amended Water Main Extension Connection Agreement WME-093-O.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hyde (Last) Carrie (First) (Dept) Utilities - 7130

(Title) Development Review Supervisor (Phone) 352-307-6168

Signature Carrie Hyde Date

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☑ RESUBMIT LRM No. 2025-494 (copy att)
- ☑ Approve as to Form
- ☐ Other

Description of Request

Attached for review and approval is a REVISED Water Main Extension Connection Agreement due to (1) removal of a fire hydrant assembly and (2) Owner's revised pricing as a result. The change only impacts language on Page 1 with the Owner acknowledging the change allowing the original signature page to stand. Original County-Attorney signed Page 2 remains at MCU, and this is approved, MCU only requests a scan back of this approved LRM to reduce paperwork and expedite placing this item (with its original LRM approval) on the next possible agenda.

WME-093-O / PA# 8009-1250-08 Marion Oaks / Pabliny LLC

For more information or discussion, contact: ☑ Same as above

(Name) (Last) (First) (Title) (Phone)

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 15, 2025

Agenda Deadline Date for **Legal:** Agenda Deadline Date for **Admin:** Tuesday, July 1, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-494 Resubmit

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☑ Approved with revisions: ☐ Suggested ☑ Completed
- ☑ Other: Removal of fire hydrant assembly and revised pricing

Date Received:

RECEIVED
By Marion County Attorney- AT at 11:24 am, Jun 26, 2025

Attorney Signature: Date 6/27/25

Staff Signature: Completed Date: 06.27.25 Returned: ☒ Department ☐ Admin ☐

Rev 11/22/2023

AMENDED MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-093-O

SECTION 1. REQUEST. Property owner ("Owner") PABLINY LLC whose complete and principal address is 7901 4th St N, Suite 200, St Petersburg, FL 33702, hereby requests, through payment of the non-refundable application fee and execution of this Amended Agreement ("Agreement"), that Marion County ("County") hereby replaces the previously approved Agreement approved by the Board of County Commissioners July 15, 2025 and recorded in the County's Official Records Book 8665 Pages 425-428, with this Agreement to provide service from its central utility system ("System") to Owner's parcel below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense. The Agreement is required to be amended due to the potential cost recovery for Owner identified in Section 2.

Parcel ID Number	Use (Structure Type)	Number of Units
8009-1250-08	Single Family Residence	one (1)

SECTION 2. BENEFITING PARCELS. Main is proposed to extend past unserved parcels, including any future division of said parcels ["Benefiting Parcels"]: 8009-1250-09, 8009-1251-25

Owner agrees that time is of the essence for the whole of this project. Therefore, Parties specifically agree if Main construction does not commence for any reason within ninety (90) days of the full execution of this Agreement, County may unilaterally terminate same without penalty to County. After Board approval of the Agreement, Owner revised its contractor selection to hire its own Contractor at a lower cost than County's low bid price of $21,062; while authorizing County to coordinate construction pursuant to Owner's permit oversight and processing. Owner confirmed its accepted contractor and surveyor's proposals as of October 31, 2025 and shall provide for Main construction commencement within 90 calendar days. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than ten (10) calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefiting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. If said conditions are met, a Benefiting Parcel Share ("BPS") will be collected by County of any Benefiting Parcel identified in Section 2 prior to connection to its System based either upon a pro-rata share of County's bid price, or Owner's preferred contractor's actual price if lower and paid directly to Owner Contractor, and that BPS will be remitted to Owner's address on file, less any delinquent amount owned by Owner to County with regard to County's utility service to Owner. BPS totals $5,733.33 and is based upon (a) County's lowest bid or **[✓] (b) Owner Total Project Cost $17,200** consisting of: Owner's Contractor's bid price $16,500, plus Owner's $700 obligation to County for County's direct cost to design water main extension plans. If Owner Contractor's cost is lower on its post-construction Bill of Sale than its pre-construction quote, BPS pro-rata rebate will be adjusted lower and this Agreement will be amended to reflect the actual adjusted BPS that County will collect and rebate to Owner. 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 Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefiting Parcel.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement 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 or 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 agrees to not unreasonably deny connection to its System. County makes no other representation or agreement as to the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is

shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1 and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER: PABLINY LLC

Pablo Regis De Alvarenga, AMBR — Date: 11-10-25

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

Maisa Alvarenga 11-10-2025
Printed — Date

WITNESS:

Paulo Silveira 11-10-25
Printed — Date

STATE OF Tennessee, COUNTY OF Rutherford

The foregoing **Water Main Extension Connection Agreement WME-093-O** was acknowledged before me by means of ☒physical presence or ____online notarization this 10th day of November 2025 by Pablo Regis De Alvarenga as AMBR for PABLINY LLC who is __personally known to me or X produced ID (type/# drivers license

GWYNETH PAIGE POWELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF COFFEE
My Commission Expires Nov 21 2027

Gwyneth Paige Powell
Signature of Notary Public

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

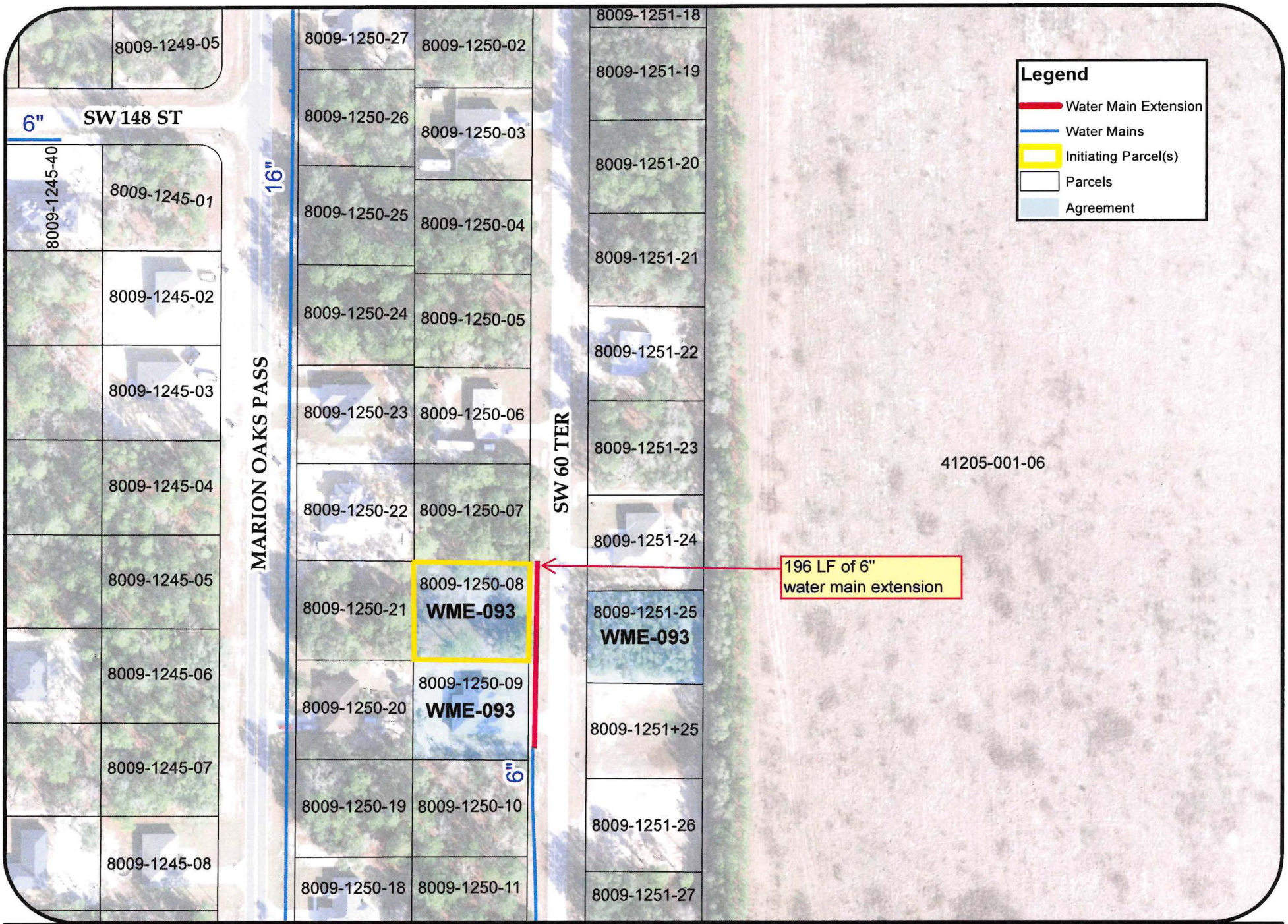
Carl Zalak, III, Chairman — Date

ATTEST:

Gregory C Harrell, Clerk — Date

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

Matthew G. Minter, County Attorney



Marion County Board of County Commissioners
Utilities Department

User Name: carrie.hyde
Date: 5/15/2025
Reference Scale: 1 " = 129 '

Water Main Extension
Exhibit 1 - Location Map

WME-093 | 8009-1250-08 | MARION OAKS
Pabliny LLC

Marion County Utilities
Water & Sewer Map

October 31, 2025

Proposal to: Pabliny LLC

We are pleased to provide a proposal to provide utility permit, labor, material and equipment for utility installation scope of work for 6" **Water main extension,** according to utility plans designed by Kimley Horn and associates, Inc. for service address **14944 SW 60th Ter, Ocala**.

Scope of Work:

- Mobilize materials and equipment to the work area.
- Install 180 feet of 6" Dr-18 C-900 pipe
- Install (1) 6" x 1" saddle with corporation stop.
- Install (1) 1" service line with double meter connection.
- Install 6" DI cap and 2" blow off valve.
- Pressure test of 150psi for 24 hours.
- Excavate and uncover the existing 6" pipeline to make the tie-in.
- Chlorinate new 6" line.
- Backfilling area
- General cleaning

General Terms & Conditions:

- This proposal includes the utility permits, insurances, labor, material, testing and chlorination.
- All water for fill up for inspection will be supplied by the Builder.
- This work requires a signed contract prior to start.
- A 20% deposit is required upon signing the contract.
- Our terms of payments is 5 days before invoice.
- This quote is valid for **45** days.

Total Project Cost: ..... $ 16,500.00

We greatly appreciate the opportunity to submit pricing on this project. If you have any questions or require clarification regarding our pricing sub-mission, please do not hesitate to contact us.

ED Aluminum Construction
CUC1226320



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 07/18/2025 01:42:40 PM
FILE #: 2025096573 OR BK 8665 PGS 425-428
REC FEES: $35.50 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-093-O

SECTION 1. REQUEST. Property owner ("Owner") PABLINY LLC whose complete and principal address is 7901 4th St N, Suite 300, St Petersburg, FL 33702, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8009-1250-08	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"]: **8009-1250-09, 8009-1251-25**

Owner agrees that time is of the essence for the whole of this project. Therefore, Parties specifically agree if Main construction does not commence for any reason within ninety (90) days of the full execution of this Agreement, County may unilaterally terminate same without penalty to County. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall select an option below to (a) accept County's bid price of $21,062 for which Owner agrees to be liable for all Work defined in the Main construction plan; authorizing County to bill and collect for same prior to the start of any construction; and authorizing County to coordinate construction pursuant to Owner's permit oversight and processing, or (b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal within 30 calendar days, and at a cost not to exceed County's low bid, and provide for Main construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefitting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. If said conditions are met, a Benefitting Parcel Share ("BPS") will be collected by County of any Benefitting Parcel identified in Section 2 prior to connection to its System based either upon a pro-rata share of County's bid price, or **Owner's preferred contractor's actual price** if lower and paid directly to Owner Contractor, and that BPS will be remitted to Owner's address on file, less any delinquent amount owned by Owner to County with regard to County's utility service to Owner. BPS totals $6,766.67 and is based upon [ ] (a) County's lowest bid or **[✓] (b) Owner Contractor's bid price** of $19,600 to which is added County design fee of $700 for a Total Project Cost of $20,300. If Owner Contractor's cost is lower on its post-construction Bill of Sale than its pre-construction quote, BPS pro-rata rebate will be adjusted lower and this Agreement will be amended to reflect the actual adjusted BPS that MCU will collect and rebate to Owner. 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 Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefitting Parcel.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement 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 or 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 agrees to not unreasonably deny connection to its System. County makes no other representation or agreement as to the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement

PREFERENCE COPY

shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1 and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER: PABLINY LLC

Pablo Regis De Alvarenga 05-29-25

Pablo Regis De Alvarenga, AMBR — Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS: Maisa Alvarenga — WITNESS: FLAVIA MACEDO DA SILVA

Maisa Alvarenga 05-29-25 — Flavia Macedo 05-29-25

Printed — Date — Printed — Date

STATE OF FLORIDA, COUNTY OF ORANGE

The foregoing **Water Main Extension Connection Agreement WME-093-O** was acknowledged before me by means of ☒physical presence or ____online notarization this 29 day of MAY, 2025 by Pablo Regis De Alvarenga as AMBR for PABLINY LLC who is ___personally known to me or ✓produced ID (type/# WA DL # WDLB23RJ323B)

JASON MCGRAW
Notary Public-State of Florida
Commission # Hh 443200
My Commission Expires
September 13, 2027

Signature of Notary Public

JASON McGRAW

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 — 7/15/2025 Date

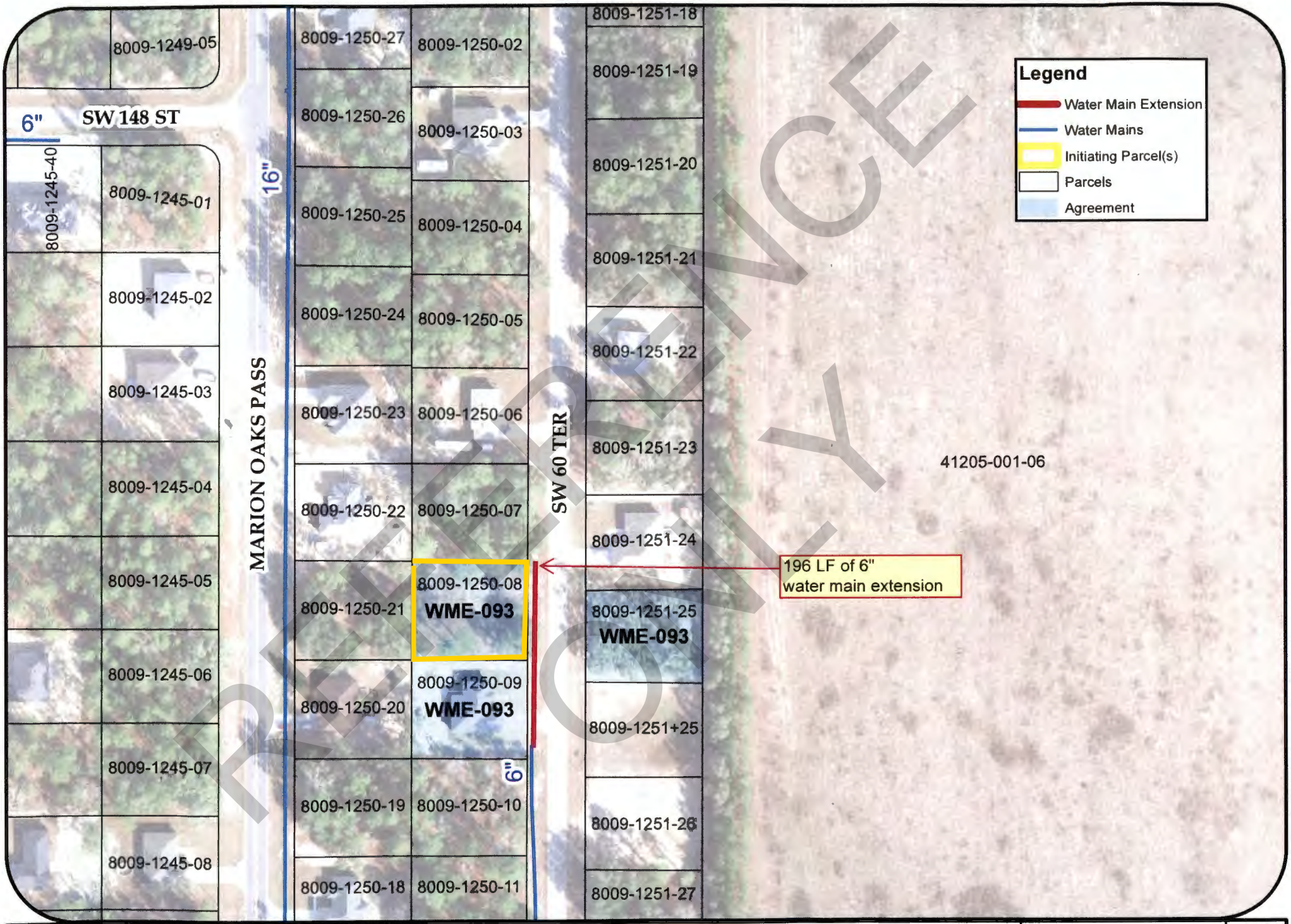
ATTEST:

Gregory C. Harrell, Clerk — 7/15/2025 Date

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

For: Matthew G. Minter, County Attorney

REFERENCE ONLY



REFERENCE ONLY

Marion County Board of County Commissioners
Utilities Department

User Name: carrie.hyde
Date: 5/15/2025
Reference Scale: 1 " = 129 '

Water Main Extension
Exhibit 1 - Location Map

WME-093 | 8009-1250-08 | MARION OAKS
Pabliny LLC

Marion County Utilities
Water & Sewer Map

FLORIDA IMPROVEMENT BUILDERS

4700 Millenia Blvd suite 500, Orlando, Florida 32839, United States

Qualifier contractor # 2035036503 - Certificate (CUC122632) # 25782

Cost proposal for Water Extension

Proposal to: Pabliny LLC

Address: **14944 SW 60th Ter, Ocala** (8009-1250-08)

Extension disance: 196'

DESCRIPTION		
Mobilization and Demobilization	$	2,505.00
Water Main Pressure Testing & Bac-T testing	$	1,700.00
6" PVC C900 DR 18	$	5,900.00
Directional Drill 6" PVC C900 DR 18	$	1,800.00
Ductile Iron Fittings	$	195.00
Short Single Water Service Assembly	$	1,350.00
2" Manual Blow-off	$	2,550.00
Silt Fencing	$	450.00
Sod	$	2,200.00
6" Bell Restraint	$	750.00
ROW Permit fee	$	200.00
Total	**$**	**19,600.00**

June 24, 2025

Pablo Regis De Alvarenga for Pabliny LLC

REFERENCE ONLY

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21333 **Agenda Date:** 12/2/2025 **Agenda No.:** 9.1.

SUBJECT:
Request for Waiver from Land Development Code Section 6.8.6 - Buffers for a Major Site Plan for Alien Engineered Products Shop Expansion, Parcel Number 14221-000-00 and 14138-000-00, Application Number 32920

INITIATOR:
Michael L. Savage, Sr., Building Safety Director

DEPARTMENT:
Development Review Committee

DESCRIPTION/BACKGROUND:
The applicant is making improvements to their existing operation and is requesting to waive the buffer requirements for both the eastern and southern boundaries. The site has a B-5 zoning and its use for buffering is industrial. The eastern boundary is adjacent to a railroad right-of-way (ROW) that has residential homes on the other side of the railroad; Land Development Code (LDC) Section 6.8.6 requires a D-type buffer. A D-type buffer includes a wall and a 15-feet wide landscape strip. The southern boundary abuts agricultural uses; LDC Section 6.8.6 requires a B-type buffer, which includes a wall and a 20-feet wide landscape strip. For both boundaries, Staff supports a waiver to the wall requirement but believes the width of the buffer and landscaping should still be provided.

It should be noted that at such time the applicant looks to develop the southern half of their property, the buffer will be revisited based on what the proposed improvements will be.

On October 20, 2025, the Development Review Committee (DRC) denied the Waiver Request but recommended approval of waiving the wall requirement. The applicant agreed to provide an updated site plan that identifies the proposed temporary use on the southern portion of the property as well as identifying the buffers before going to the Board.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to waive the wall requirement but maintain vegetative buffer requirements.

Marion County
Board of County Commissioners

Office of the County Engineer

412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Fax: 352-671-8687

32920

DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

Date: 10/7/25 Parcel Number(s): 14221-000-00;14138-000-00 Permit Number: App# 32920

A. PROJECT INFORMATION: Fill in below as applicable:

Project Name: Alien Engineered Products - Shop Expansion Commercial ☑ Residential ☐
Subdivision Name (if applicable): N/A
Unit N/A Block N/A Lot N/A Tract N/A

B. PROPERTY OWNER'S AUTHORIZATION: The property owner's signature authorizes the applicant to act on the owner's behalf for this waiver request. The signature may be obtained by email, fax, scan, a letter from the property owner, or original signature below.

Name (print): GironJ LLC; Juan Giron
Signature:
Mailing Address: 4716 SE 31 Street City: Ocala
State: FL Zip Code: 34480 Phone # 352-304-4960
Email address: jgiron@alienep.com

C. APPLICANT INFORMATION: The applicant will be the point of contact during this waiver process and will receive all correspondence.

Firm Name (if applicable): GDC Contact Name: Paul Wildman
Mailing Address: 2817 NE 3rd Street City: Ocala
State: FL Zip Code: 34470 Phone # 352-629-8060
Email address: GDC@GuerraCorp.net

D. WAIVER INFORMATION:
Section & Title of Code (be specific): 6.12.12 - Sidewalks
Reason/Justification for Request (be specific): A Waiver to the construction of the sidewalk is being requested and payment to be made into the general sidewalk fund.

DEVELOPMENT REVIEW USE:
Received By: email 10/9/25 Date Processed: 10/10/25 kah Project # 2025050081 AR # 32920

ZONING USE: Parcel of record: Yes ☐ No ☐ **Eligible to apply for Family Division: Yes ☐ No ☐**
Zoned: _____ ESOZ: _____ P.O.M. _____ Land Use: _____ **Plat Vacation Required: Yes ☐ No ☐**
Date Reviewed: _____ Verified by (print & initial): _____

Marion County
Board of County Commissioners

Office of the County Engineer

412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Fax: 352-671-8687

DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

Section & Title of Code (be specific) 6.13.2.B(6) - Freeboard 6.13.2.B(6) - Freeboard
Reason/Justification for Request (be specific): 1) A Waiver is being requested for the 6" of freeboard to the top of bank. The previously approved design and code requirements do not appear to have considered freeboard in 2000.
Proposed design increases capacity such that freeboard is increased from 0" to 5.6" (86% of today's code) to the top of DRA.
Existing conditions creates additional burden for full compliance and design will greatly improve system capacity.

Section & Title of Code (be specific) 2.12.24 - Landscape requirements/6.8.6 - Buffering 2.12.24 - Landscape requirements/6.8.6 - Buffering
Reason/Justification for Request (be specific): Requesting waiver to buffer requirements for the south boundary and most of the east boundary. (1) South boundary (Type B) requesting to be postponed and evaluated with future phase improvements (building, parking), and waiver for DRA side,area to remain vacant/DRA, the expansion is on far north side with no line of sight to south properties; (2) East boundary (Type C) requesting reduction as this side has access to railroad for business operations which needs line of sight for access, safety, and security.

Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

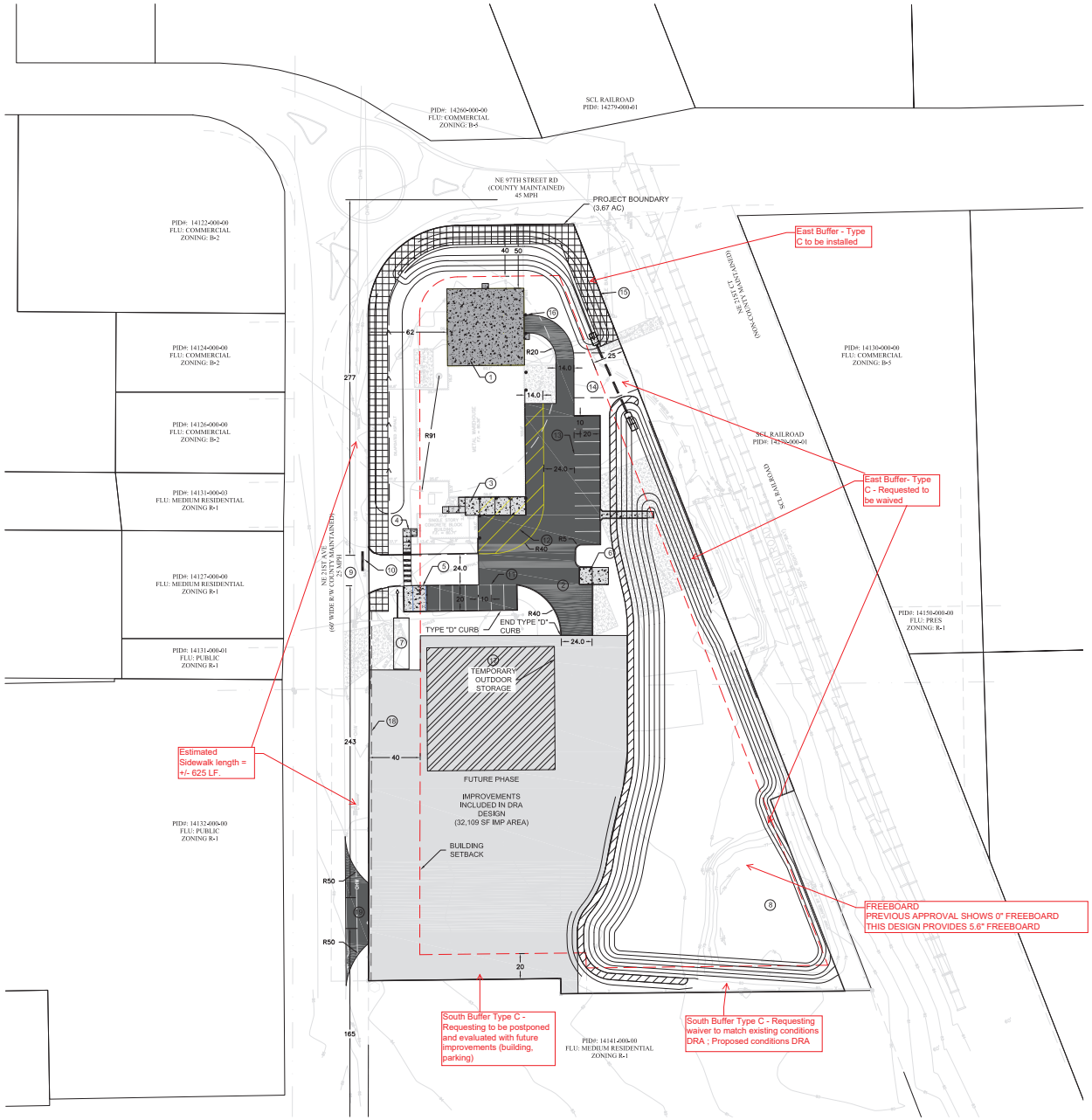
Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

Section & Title of Code (be specific) _____
Reason/Justification for Request (be specific): _____

DRAFT PLAN - WAIVER SUPPORT



SITE PLAN

1. PROPOSED 3600 SF METAL BUILDING. SEE BUILDING PLANS BY OTHERS.
2. HEAVY DUTY ASPHALT SECTION - INSTALL PER DETAIL 1/C009; CONTRACTOR TO TEST AND DEFINE LIMITS OF EXISTING BASE AND SUBGRADE TO DETERMINE IF EXISTING MATERIAL CAN REMAIN OR IF IT WILL NEED TO BE REPLACED. AS AN ALTERNATIVE WITHIN THE PARKING SPACE AREAS; LIGHT DUTY ASPHALT MAY BE USED AT THE OWNERS DISCRETION AS SHOWN IN DETAIL 2/C009. INSTALL FDOT TYPE "D" CURB AROUND PERIMETER AS SHOWN PER DETAIL 3/C009.
3. CONCRETE PAVEMENT SECTION - INSTALL PER DETAIL 4/C009; USE CARE IN REMOVING THE EXISTING CONCRETE AND PROTECT EXISTING BUILDINGS AND UTILITIES. SEE JOINT LOCATIONS AND DETAILS ON SHEET C009. CONSTRUCT SIDEWALK PER DETAIL 7/C009.
4. CONCRETE SIDEWALK SECTION - INSTALL 6' WIDE CONCRETE SIDEWALK PER DETAIL 7/C009. INSTALL DETECTABLE WARNINGS PER FDOT INDEX 522-002.
5. CONCRETE PARKING SECTION - INSTALL PER DETAIL 8/C009 WITH HANDICAP STRIPING PER DETAIL 8/C009 AND A SPECIAL EMPHASIS CROSS WALK PER FDOT INDEX 711-001 SHEET 9 OF 13.
6. CONCRETE DUMPSTER PAD -INSTALL PER DETAIL 9/C009.
7. PROPOSED UNDERGROUND FIRE PROTECTION TANK DESIGN BY OTHERS.
8. EXISTING DRAINAGE RETENTION AREA TO BE EXPANDED.
9. EXISTING ASPHALT DRIVEWAY TO REMAIN.
10. INSTALL 24" WHITE STOP BAR ; EXISTING STOP SIGN TO REMAIN.
11. INSTALL 6" WHITE STRIPE FOR SEVEN (7) 10' X 20' PARKING SPACES.
12. INSTALL 6" YELLOW STRIPE FOR LOADING ZONE.
13. INSTALL 6" WHITE STRIPE FOR TEN (10) 10' X 20' PARKING SPACES.
14. OPEN SPACE ACCESS TO REMAIN FOR RAIL CONNECTION.
15. PROPOSED LANDSCAPE BUFFER - SEE LANDSCAPE PLAN BY OTHERS.
16. INSTALL (9) NINE BOLLARDS PER DETAIL 10/C009.
17. OUTDOOR STORAGE - TEMPORARY UNTIL FUTURE PHASE IS CONSTRUCTED.
18. INSTALL 290 LF OF HIGH DENSITY KNITTED POLYETHYLENE FENCE SCREEN W/90% OPACITY OR BETTER FOR INSTALLATION ON EXISTING STANDARD 6 FOOT CHAIN LINK FENCE. SCREEN SHALL BE BLACK OR GREEN IN COLOR W/ GROMMETS EVERY 24" OR LESS AND A MINIMUM 4 YEAR WARRANTY.
19. HEAVY DUTY ASPHALT APRON SECTION - INSTALL PER DETAIL 1/C009; CONTRACTOR TO TEST AND DEFINE LIMITS OF EXISTING BASE AND SUBGRADE TO DETERMINE IF EXISTING MATERIAL CAN REMAIN OR IF IT WILL NEED TO BE REPLACED. ADJUST EXISTING GATE AND FENCE TO CENTER ON NEW APRON LOCATION.

SITE PLAN NOTES

1. PRIOR TO WORK BEING PERFORMED WITHIN THE RIGHT-OF-WAY THE CONTRACTOR(S) SHALL PREPARE AND PROVIDE A MAINTENANCE OF TRAFFIC CONTROL PLAN, AS APPLICABLE, PER FDOT INDEX #102 SERIES FOR COUNTY REVIEW AND APPROVAL. NO DETOURS OR ROAD CLOSURES ARE AUTHORIZED WITH THIS PROJECT.

SHEET TITLE: SITE PLAN - MAJOR SITE PLAN
PROJECT: ALIEN ENGINEERED PRODUCTS - 9655 NE 21ST AVE ANTHONY, MARION COUNTY FL
DESIGNED BY: PRW | DRAWN BY: PRW | GDC DWG NAME: 23-05_Plan
CHECKED BY: PRW | APPROVED BY: PRW | CLIENT: JUAN GIRON
DATE: MAY 29 2025
JOB NO: 23-05
SHEET NO: C004 of C010

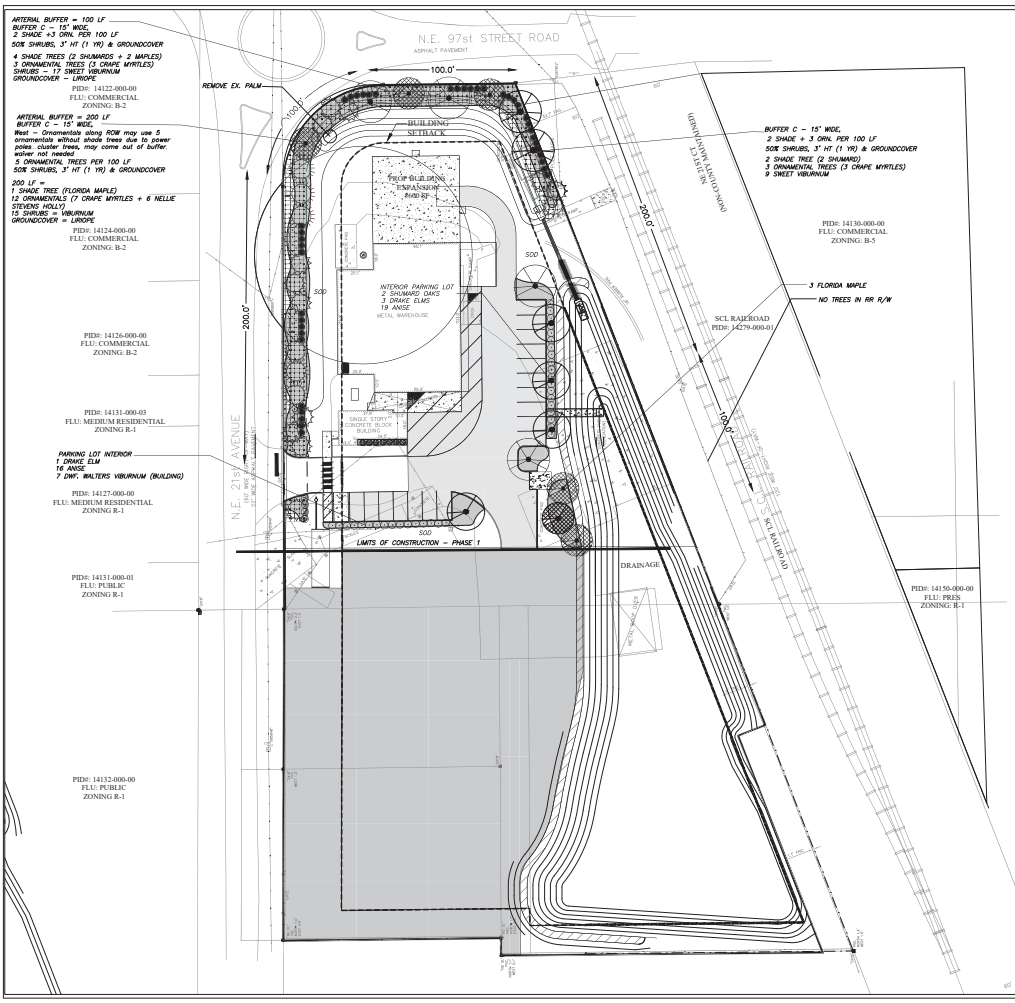
REVISIONS

DATE	BY	DESCRIPTION

24x36 SCALE 1"=1'
11x17 SCALE 1"=2'

SEAL:
Paul W. Robinson, P.E.
Fla. Reg. # 0076824
Date:

Guerra Development Corp.
Consulting Engineering
2617 NE 3rd St, Ocala, Florida 34470
(352) 629-2185 Office
GDC@GuerraDC.org.net
State of Florida Certificate of Authorization #4954
ENGINEERS OF RECORD:



SITE DATA:

OWNER: JUAN GIRON, GIRON J LLC

PARCEL: 14224-000-00; 14138-000-00; 14121-000-00
ZONING: B-5 & R-1
LAND USE: COMMERCIAL
SETBACKS: 40 FT FRONT, 25 FT SIDE, 10 FT REAR

SITE AREA: PHASE 1 = 69,771 SF (1.6 AC) TOTAL 163,174 S.F. (3.75 ACRES)

BUFFERS

ARTERIAL/COLLECTOR

West – Ornamentals along ROW may use 5 ornamentals without shade trees due to power poles. cluster trees, may come out of buffer. waiver not needed

C-Type buffer shall consist of a 15-foot wide landscape strip without a buffer wall. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 linear feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer and form a layered landscape screen with a minimum height of three feet achieved within one year.

PARKING

A minimum five-foot wide landscape area consisting of shrubs and groundcovers, excluding turfgrass, shall be provided around the perimeter of parking areas to form a landscape screen with a minimum height of three feet achieved within one year of planting. A land use buffer that abuts a parking area may satisfy this requirement.

TREE PRESERVATION–PHASE 1



LANDSCAPE KEY– PHASE 1

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	SIZE AND SPECIFICATIONS	NATIVE
SHADE TREES					
	6	QUERCUS SHUMARDII	SHUMARD OAK	MIN. 14' HT., 5" CAL. MIN.,	Y
	4	ULMUS PARVIFOLIA	DRAKE ELM	MIN. 14' HT., 5" CAL. MIN., 30" O.C.	N
	6	ACER FLORIDANUM	FLORIDA MAPLE	MIN. 14' HT., 5" CAL. MIN., 30" O.C.	Y
UNDERSTORY					
	13	LAGERSTROEMIA INDICA' CRAPE MYRTLE	SDW–DWARF VARIETY 'DELTA JAZZ' (8–10'HT x 4–6' W) OR EARLY BIRD SERIES (5–8' H x 3–4' W)	11' HT., 2–1/2" MIN. CAL. MULTI–TRUNK	N
	6	ILEX X NELLIE R. STEVENS	NELLIE STEVENS HOLLY	11' HT., 2–1/2" MIN. CAL.	N
SHRUBS					
	35	ILLICIUM PARVIFLORUM	OCALA ANISE	3 GAL., 3' O.C. 24" HT, MIN.	Y
	41	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	3 GAL., 3' O.C. 24" HT, MIN.	N
	7	VIBURNUM OBOVATUM	DWARF WALTERS VIBURNUM MRS. SCHILLERS	3 GAL., 3' OC, 12" HT.	Y
GROUNDCOVER					
	350	LIRIOPE MUSCARI	BIG BLUE LIROPE	1 GAL., FULL	N
		MULCH	TYPE B PINE BARK (4" DEPTH= 900 SY)		
		SOD	ARGENTINE BAHIA		

Outdoor Lighting – any proposed outdoor security lighting to to be shielded and comply with Marion County LDR Code: 6.19

Upon completion of the installation, the contractor shall request an inspection by the design professional. A Landscape and Irrigation As–Built Certification shall be signed and sealed by the design professional and submitted to the County Landscape Architect prior to the issuance of a Certificate of Occupancy.

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

DRAFT

APPROVALS

DATE: 12/20/24
DESIGNED BY: E. HOUCK
DRAWN BY: E. HOUCK
CHECKED BY: E. HOUCK
DRAWING NO. L4-1/10

ELIZABETH C HOUCK
LANDSCAPE ARCHITECTURE, LLC
9171 S.W. 72 AVENUE OCALA, FLORIDA 34476 (352) 873-0181 (352) 873-0181 (FAX)

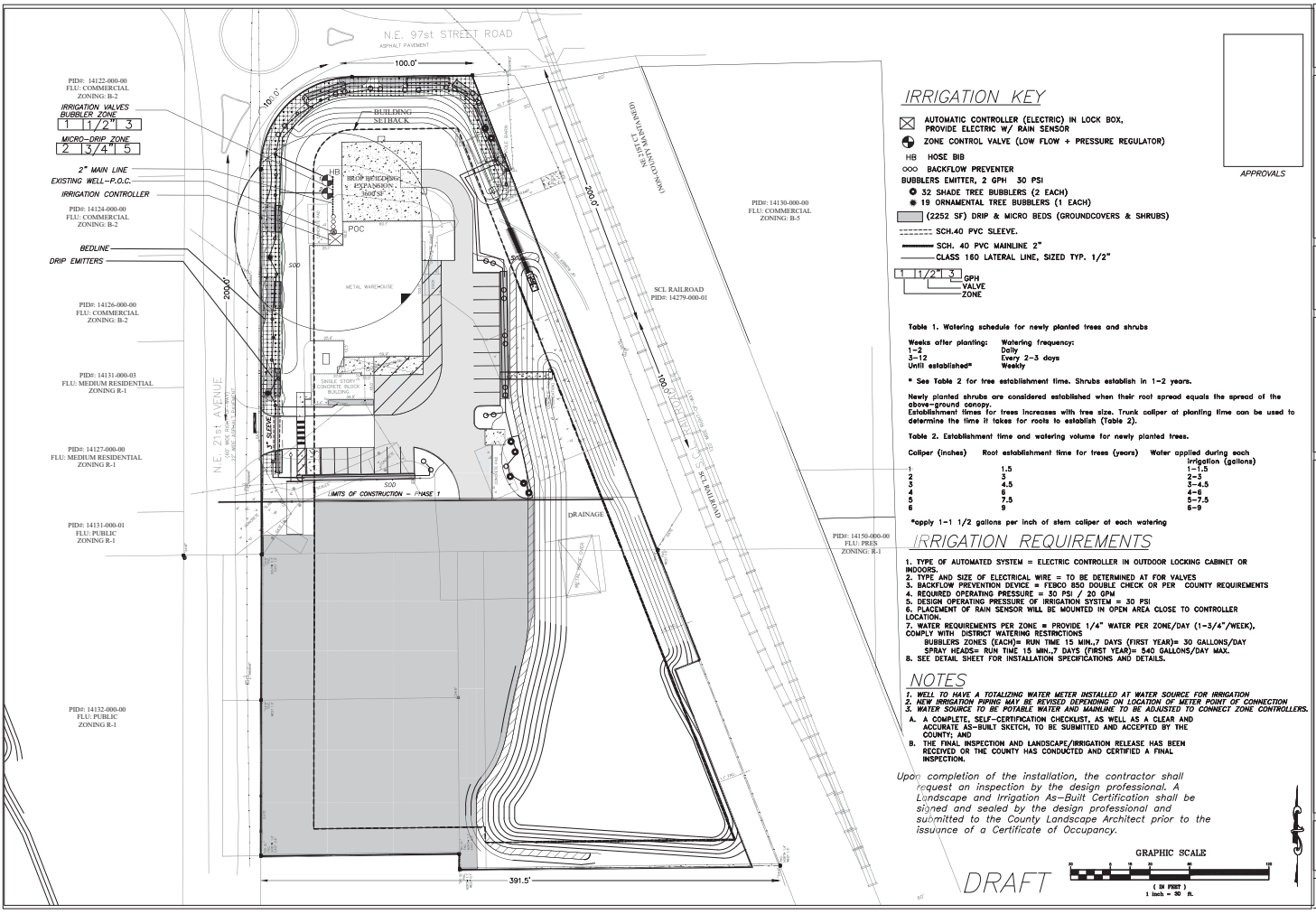
REVISIONS
12/20/24 – phase 1 per Owner
6/26/25 – phase 1 permit submittal

NOT VALID UNLESS SIGNED AND SEALED BELOW

ELIZABETH C. HOUCK, R.L.A. #LA.0001679 – DATE
LA # 0001679 – FLORIDA

LANDSCAPE PLAN
ALIEN ENGINEERED PRODUCTS
N.E. 21st AVENUE
TAX PARCEL NO. 14224-000-00; 14138-000-00; 14121-000-00
OCALA, FLORIDA

SHEET
LA–1 OF 3



IRRIGATION KEY

- AUTOMATIC CONTROLLER (ELECTRIC) IN LOCK BOX, PROVIDE ELECTRIC W/ RAIN SENSOR
- ZONE CONTROL VALVE (LOW FLOW + PRESSURE REGULATOR)
- HB HOSE BIB
- BACKFLOW PREVENTER

BUBBLERS EMITTER, 2 GPH 30 PSI

- 32 SHADE TREE BUBBLERS (2 EACH)
- 19 ORNAMENTAL TREE BUBBLERS (1 EACH)
- (2252 SF) DRIP & MICRO BEDS (GROUNDCOVERS & SHRUBS)
- SCH.40 PVC SLEEVE.
- SCH. 40 PVC MAINLINE 2"
- CLASS 160 LATERAL LINE, SIZED TYP. 1/2"

1 1/2" 3 GPH VALVE ZONE

APPROVALS

Table 1. Watering schedule for newly planted trees and shrubs

Weeks after planting:	Watering frequency:
1-2	Daily
3-12	Every 2-3 days
Until established*	Weekly

* See Table 2 for tree establishment time. Shrubs establish in 1-2 years.

Newly planted shrubs are considered established when their root spread equals the spread of the above-ground canopy.
Establishment times for trees increases with tree size. Trunk caliper at planting time can be used to determine the time it takes for roots to establish (Table 2).

Table 2. Establishment time and watering volume for newly planted trees.

Caliper (inches)	Root establishment time for trees (years)	Water applied during each irrigation (gallons)
1	1.5	1-1.5
2	3	2-3
3	4.5	3-4.5
4	6	4-6
5	7.5	5-7.5
6	9	6-9

*apply 1-1 1/2 gallons per inch of stem caliper at each watering

IRRIGATION REQUIREMENTS

1. TYPE OF AUTOMATED SYSTEM = ELECTRIC CONTROLLER IN OUTDOOR LOCKING CABINET OR INDOORS.
2. TYPE AND SIZE OF ELECTRICAL WIRE = TO BE DETERMINED AT FOR VALVES
3. BACKFLOW PREVENTION DEVICE = FEBCO 850 DOUBLE CHECK OR PER COUNTY REQUIREMENTS
4. REQUIRED OPERATING PRESSURE = 30 PSI / 20 GPM
5. DESIGN OPERATING PRESSURE OF IRRIGATION SYSTEM = 30 PSI
6. PLACEMENT OF RAIN SENSOR WILL BE MOUNTED IN OPEN AREA CLOSE TO CONTROLLER LOCATION.
7. WATER REQUIREMENTS PER ZONE = PROVIDE 1/4" WATER PER ZONE/DAY (1-3/4"/WEEK), COMPLY WITH DISTRICT WATERING RESTRICTIONS
   BUBBLERS ZONES (EACH)= RUN TIME 15 MIN.,7 DAYS (FIRST YEAR)= 30 GALLONS/DAY
   SPRAY HEADS= RUN TIME 15 MIN.,7 DAYS (FIRST YEAR)= 540 GALLONS/DAY MAX.
8. SEE DETAIL SHEET FOR INSTALLATION SPECIFICATIONS AND DETAILS.

NOTES

1. WELL TO HAVE A TOTALIZING WATER METER INSTALLED AT WATER SOURCE FOR IRRIGATION
2. NEW IRRIGATION PIPING MAY BE REVISED DEPENDING ON LOCATION OF METER POINT OF CONNECTION
3. WATER SOURCE TO BE POTABLE WATER AND MAINLINE TO BE ADJUSTED TO CONNECT ZONE CONTROLLERS.

A. A COMPLETE, SELF-CERTIFICATION CHECKLIST, AS WELL AS A CLEAR AND ACCURATE AS-BUILT SKETCH, TO BE SUBMITTED AND ACCEPTED BY THE COUNTY; AND

B. THE FINAL INSPECTION AND LANDSCAPE/IRRIGATION RELEASE HAS BEEN RECEIVED OR THE COUNTY HAS CONDUCTED AND CERTIFIED A FINAL INSPECTION.

Upon completion of the installation, the contractor shall request an inspection by the design professional. A Landscape and Irrigation As-Built Certification shall be signed and sealed by the design professional and submitted to the County Landscape Architect prior to the issuance of a Certificate of Occupancy.

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

DRAFT

DATED: 12/20/24
DRAWN BY: EC
CHECKED BY: ELIZABETH C. HOUCK
ELIZABETH C. HOUCK
FLORIDA NO. 24-159

ELIZABETH C HOUCK
LANDSCAPE ARCHITECTURE LLC
915 PLANT CONSULTATION, CERTIFICATION DOCUMENTS
(813) 917-5871 (CELL)

REVISIONS:
12/20/24 - phase 1
3/3/25 - phase 1
Boundary adjustment

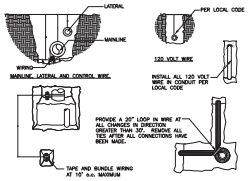
NOT VALID UNLESS SIGNED AND SEALED BELOW
ELIZABETH C. HOUCK, RLA, ASLA - DATE
LA # 6000174 - FLORIDA

IRRIGATION PLAN
ALIEN ENGINEERED PRODUCTS
4141 NE 21st AVENUE
TAX PARCEL NO. 14224-000-00; 14138-000-00; 14121-000-00
OCALA, FLORIDA

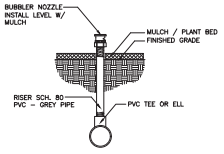
SHEET
LA-2 OF 3

IRRIGATION NOTES

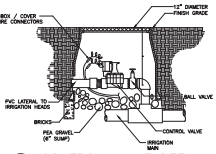
1. This schematic irrigation plan serves primarily as a guide. The Contractor shall be entirely responsible for proper coverage and operation of the systems, including changes from the plan as necessary to adjust for actual site conditions.
2. The Contractor shall be responsible for providing all labor, materials, and accessories required for complete irrigation systems meeting the performance requirements outlined herein.
3. All work shall be installed in accordance with the regulations of the local, county, or other governing authorities. Fees for all permits, inspections, and impact fees required shall be included as work required.
4. The water source shall be well water. Design data shall be verified by the Contractor prior to installation.
5. A rain sensor device, Mini-Clik II, or approved equal, shall be installed for each controller installed.
6. All remote control valves, gate valves, ball valves, hose bibs and wire splices shall be installed in a suitable Ametek-type valve box of proper size as required for easy access to the valve. Valve boxes shall have a sump of 1 cf gravel. Valve boxes shall be set flush and sloped with the surrounding grade.
7. All PVC pipe in the system greater or equal to 2" O.D. and fittings shall be Schedule 40, Type 1, NSF approved conforming to the ASTM-D2466 requirements.
8. All PVC pipe in the system less than 2" O.D. except risers, shall be Class 160 PSI Polyvinyl Chloride solvent weld pipe conforming to the ASTM-D2466, Type 1, requirements, NSF approved.
9. All wiring, if required, shall be U.L. U.F. wiring. A separate power wire shall be installed from the controller to each individual valve. Wiring shall be installed with main lines where possible; when not, it shall be installed in conduit. Waterproof wire connectors shall be used for controller wiring. Provide pressure compensating devices as necessary to reduce misting.
10. Verify the presence of all sleeving before commencing work. Where piping must pass under existing concrete or pavement, it shall be jacked or jetted where possible. Only if impossible to get in place without cutting pavement, permission will be given by the Owner to cut paving. If this is necessary, all cutting and replacing of the paving to match the existing shall be included under this section of the specifications.
11. All PVC piping and wiring shall be installed in the trenches with a minimum of 12" of cover and a maximum depth of 24", except where specific permission is obtained from the Landscape Architect and/or Owner for less cover due to existing conditions. Where necessary because of landscaping, cover shall be as deep as required.
12. All flex pipe shall be buried to a depth of at least 4" (or covered with 3" of mulch) except where the tubing daylights over newly planted rootballs.
13. All emitters and flood bubblers shall be installed at the rootball and be minimally visable above the mulch.
14. The Contractor shall warrant the installation workmanship for a period of one year from date of job completion and retainage release. The Contractor shall further see to the fulfillment of all manufacturer's warranties and shall provide an Owner's Manuals. A reproducible as-built copied from the original showing all dimensioned system components shall be required for final job acceptance.
15. Irrigation System to include backflow device. Rainsensor to be installed at controller.



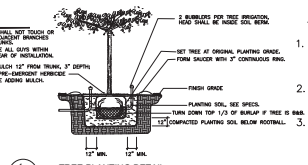
1 IRR PIPING/WIRING DETAIL
SCALE: NOT TO SCALE



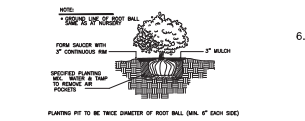
2 IR BUBBLER HEAD DETAIL
SCALE: NOT TO SCALE



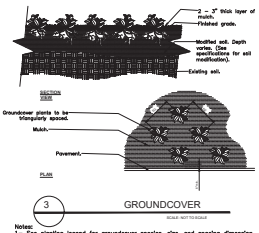
3 IRR CONTROL VALVE DETAIL
SCALE: NOT TO SCALE



1 TREE PLANTING DETAIL
SCALE: NOT TO SCALE



2 SHRUB PLANTING
SCALE: NOT TO SCALE



3 GROUNDCOVER
SCALE: NOT TO SCALE

Notes:
1– See planting legend for groundcover species, size, and spacing dimension.
2– Small roots (¼" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periperhy can be removed at the time of planting.
3– Settle soil around root ball of each groundcover prior to mulching.

LANDSCAPE NOTES

1. All plants shall be Florida No. 1 or better, as outlined under Grades and Standards for Nursery Plants, Division of Plant Industries, State of Florida, latest edition.
2. All work shall be performed in accordance with standard and accepted nursery practices in a workmanlike manner.
3. The Landscape Contractor shall be responsible for finish grading all areas of the site. Rough grade will be within 2" of finish grade. The Landscape Contractor shall be responsible for any grade disturbed by his work.
4. The Landscape Contractor shall be responsible for the thorough removal of existing weeds and grass in the areas to be planted, including application(s) of appropriate herbicides before and after plant installation.
5. Soil used for planting shall consist of two parts of the existing soil and one part domestic peat moss (or sandy fill in heavy soils), mixed with two lbs. fertilizer per cubic yard. Fertilizer shall be SLOW RELEASE for new plantings.
6. Terra-Sorb, or approved equal, shall be incorporated into the planting soil of all trees in sandy soils only at the following rates:

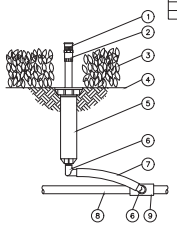
   15 gallon containers = one (3 oz.) Handy Pac
   30 gallon containers = two (3 oz.) Handy Pacs
   Up to 3" caliper = one (3 oz.) Handy Pac
   4" to 5" caliper = two (3 oz.) Handy Pacs
   Broadcast 1/2 throughout the planting pit; mix 1/2 with backfill.

   All plant beds shall be top-dressed with 4" of pine bark nuggets.
7. The Landscape Architect reserves the right to field locate or review flagged locations of any or all plant material.
8. All balled and burlapped trees shall be hardened-off at the supplier's for a minimum of 30 days prior to shipping. All suppliers must be approved by the Landscape Architect prior to delivery and installation of the trees; any tree which shows signs of stress shall be replaced immediately at no charge to the Owner.
9. All trees will be staked per detail sheet or by another method approved by the Landscape Architect. Mulched tree rings shall encompass guys.
10. No substitutions shall be permitted without prior approval from the Landscape Architect.
11. Maintain minimum 12 inches mulch clearance from trunk of trees.
12. Guaranty (from time of job completion and retainage release):

    Trees and shrubs = 1 year

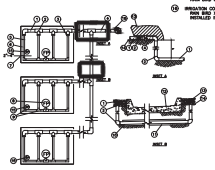
APPROVALS

XFS-CV Dripline Maximum Lateral Lengths (Feet)				
	12" Spacing		18" Spacing	
Inlet Pressure psi	Nominal Flow (gph)		Nominal Flow (gph)	
	0.6	0.9	0.6	0.9
20	192	136	254	210
30	289	205	402	337
40	350	248	498	416
50	397	281	573	477
60	436	309	637	529



1. PRESSURE COMPENSATING FULL-CIRCLE BUBBLER: RAIN BIRD MODEL PA-80
2. PLASTIC ADAPTER: RAIN BIRD
3. PLANT MATERIAL
4. FINISH GRADE/TOP OF MULCH
5. POP-UP SPRAY SPRINKLER: RAIN BIRD 1804
6. 1/2-INCH MALE NPT x .490-INCH BARB ELBOW: RAIN BIRD MODEL SBE-050
7. SWING PIPE, 12-INCH LENGTH: RAIN BIRD MODEL SP-100
8. PVC LATERAL PIPE
9. PVC SCH 40 TEE OR ELL

4 IRR PRESSURE COMPENSATING BUBBLER
SCALE: NOT TO SCALE



1. PVC SUPPLY HEADER
2. PVC SCH 40 TEE OR ELL (TYPICAL)
3. BARB X MALE FITTING: RAIN BIRD XFF-MA FITTING (TYPICAL)
4. PVC DRIP SHUTTLE FROM RAIN BIRD CONTROL ZONE VALVE KIT (SIZED TO MEET LATERAL FLOW DEMAND)
5. SUB-SURFACE/ON-SURFACE DRIPLINE: RAIN BIRD XFS-CV SERIES DRIPLINE (TYPICAL) NON-POTABLE: XFS-CVP DRIPLINE
6. PERIMETER OF AREA
7. HEADER DRIPLINE PIPE TO BE INSTALLED 2"-4" FROM PERIMETER OF AREA
8. FLUSH POINT (TYPICAL) - SEE RAIN BIRD XFD DETAILS FOR FLUSH POINT INSTALLATION
9. BARB X BARB INSERT TEE OR ELL: RAIN BIRD XFF-TEE OR RAIN BIRD XFF-ELBOW
10. PVC SUPPLY HEADER
11. PVC SCH 40 SLEEVE PIPE SIZED TWICE THE SIZE OF SHUTTLE PIPE SIZE
12. PAVEMENT AND CURB
13. 3" - 4" DEPTH OF MULCH
14. FINISH GRADE
15. OPERATION INDICATOR: RAIN BIRD MODEL SPRING
16. IRRIGATION CONTROL VALVE: RAIN BIRD ESP-LXD CONTROL ZONE KIT INSTALLED IN VALVE BOX

NOTES:
1. FOR ALL XFS-CV AND POLY CONNECTIONS INSTALL XFF ANGLED XFD FITTINGS
2. DISTANCE BETWEEN LATERAL RUNS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. SEE INSTALLATION SPECIFICATIONS ON THIS SHEET AND THE XFS-CV DESIGN GUIDE FOR SUGGESTED SPACING.
3. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.
4. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY SOILS.
5. AT FITTINGS MAKING THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.
6. WHEN USING 17MM INSERT FITTINGS WITH DESIGN PRESSURE OVER 50PSI, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

5 IRR SUBSURFACE DRIP LAYOUT
SCALE: NOT TO SCALE

DRAFT

LAND DESIGN: 10/30/24
DRAWN BY: J. HOUCK
CHECKED BY: E. HOUCK
ELIZABETH C. HOUCK
LANDSCAPE ARCHITECT
FLORIDA REG. NO. 24-1102

ELIZABETH C. HOUCK
LANDSCAPE ARCHITECTURE, LLC
3111 FLAMEVINE COURT, THE VILLAGES, FLORIDA 32163
(352) 615-4911 (CELL)

REVISIONS:
12/05/24 - phase 1
2/6/25 Owner
5/6/25 phase 1 Boundary adjustment

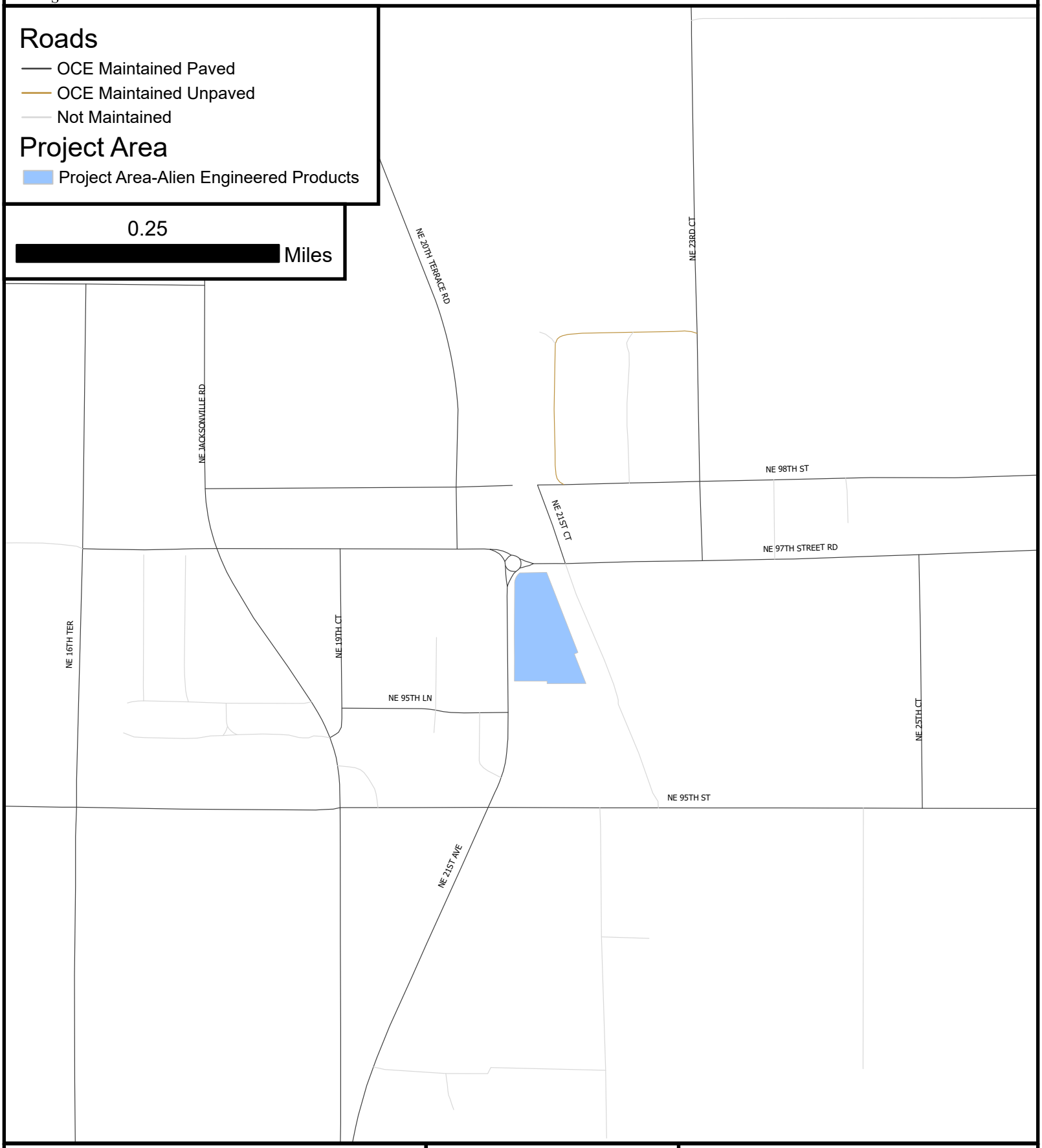
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ELIZABETH C. HOUCK, R.L.A. #LA.0... - DATE
LA # 0000734 - FLORIDA

DETAILS PLAN
ALIEN ENGINEERED PRODUCTS
LOT 1
TAX PARCEL NO. 14224-000-02; 14138-000-02; 14121-000-00
OCALA, FLORIDA

SHEET
LA-3 OF 3

ALIEN ENGINEERED PRODUCTS SHOP EXPANSION
PID # 14221-000-00 & 14138-000-00



Pathway:
\\mcbcc1\dfs\GIS_TR\Clay.Gibson\PDFs

Technician: CG
Printed: 11/14/2025

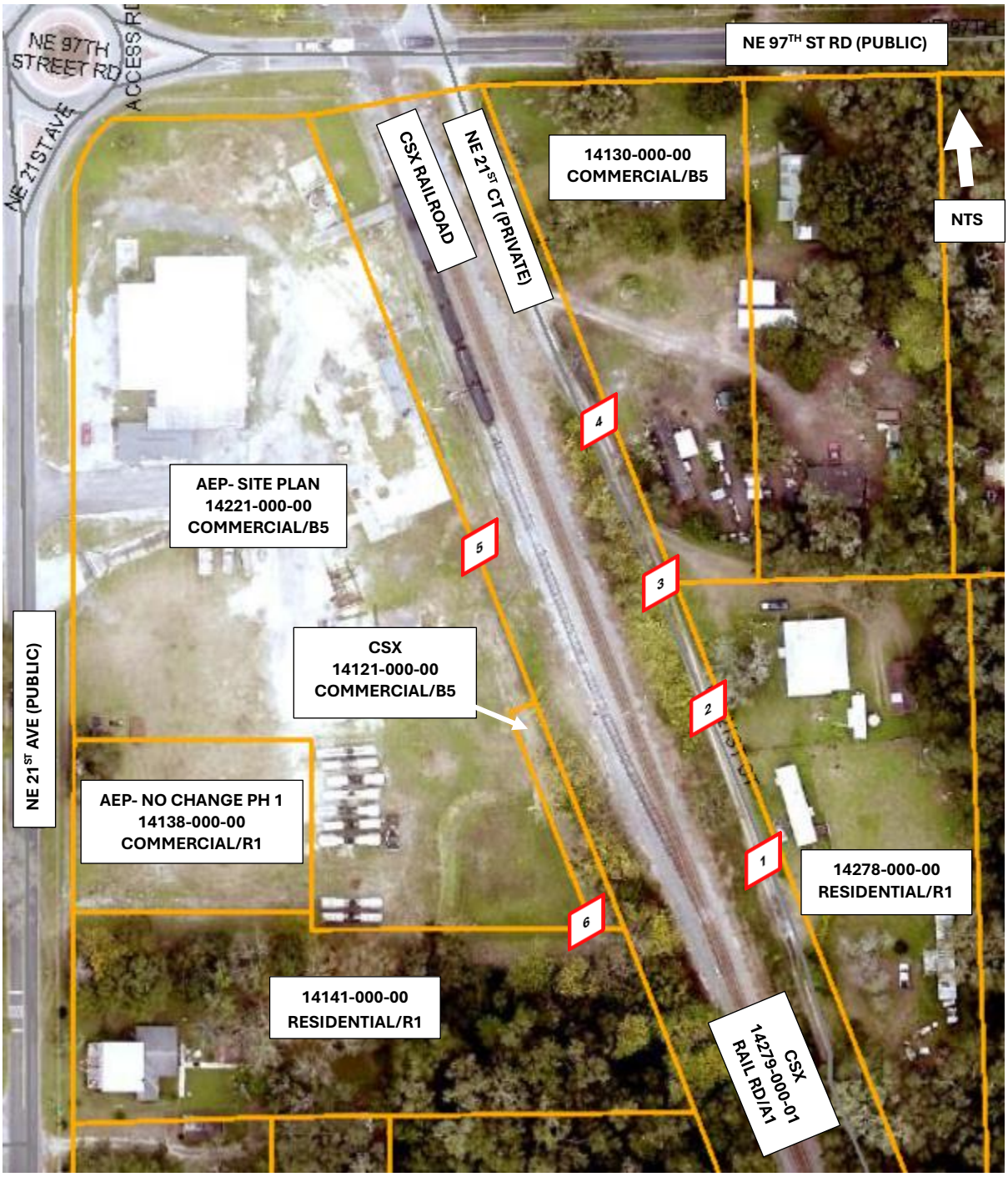
Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

940

Alien Engineered Products
Engineer of Record- Site Visit - November 1st, 2025

Review of existing conditions related to buffering of residential property v proposed site plan AR#32920.

2024 Aerial Map



See Photo ID# references below.



Photo#1: Looking north on NE 21st Ct. Existing vegetation between roadway and railroad through residential views for approximately +/-380 ft. Based on 2018 lidar data the railroad is 6 ft higher than the residential grade.



Photo#1: Looking west towards the AEP property on NE 21st Ct.



Photo#2: Looking west towards the AEP property on NE 21st Ct. Based on 2018 lidar data the railroad is 4 ft higher than the residential grade.



Photo#3: Looking west towards the AEP property on NE 21st Ct. Based on 2018 lidar data the railroad is 4 ft higher than the residential grade.



Photo#4: Looking north on NE 21st Ct. Existing vegetation between roadway and railroad through residential/commercial views. Based on 2018 lidar data the railroad is 4 ft higher than the residential grade.



Photo#4: Looking west towards the AEP property on NE 21st Ct. at the north end of the existing vegetation. This is within the commercial-to-commercial view.



Photo#5: Looking northeast from the CSX property. Commercial property with fence and some existing vegetation.



Photo#5: Looking east from the CSX property. Commercial and residential property with existing vegetation.



Photo#5: Looking south from the CSX property. Existing vegetation along the west side of CSX property for approximately +/-175 ft.



Photo#6: Looking west from the CSX property along the south property line. Residential property has existing vegetation for the entire +/-385 ft.



Photo#6: Looking north from the AEP property. Existing DRA with existing vegetation along the east side.

Guerra Development Corp.
Civil & Structural Consulting Engineering

October 9, 2025

GDC JN 23-05
Comment Response

Marion County - Office of the County Engineer
412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686

SUBJECT: **Alien Engineered Products - Shop Expansion**
Project Number - #2025050081
Application: Major Site Plan #32920
Comment Responses – DRAFT- INTENT OF RESPONSES – PENDING DRC

Dear County Staff,

Please find the responses to your comments received July 10, 2025 as follows:

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 2.12.20 - Stormwater Infrastructure Supports Phasing
STATUS OF REVIEW: INFO
REMARKS: Stormwater improvements must be in place to support each phase of development at time of phase completion.

Response: Acknowledged.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 6.13.2.B(8) - Calculation & Plan Consistency
STATUS OF REVIEW: INFO
REMARKS: This criteria to be reviewed with resubmittal.

Response: Acknowledged.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 6.13.10.B - Copy of NPDES Permit or NOI
STATUS OF REVIEW: INFO
REMARKS: Please provide a copy of the NPDES permit or NOI prior to construction.

Response: Acknowledged, a copy of the NOI will be provided prior to construction.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: Copy of District Permit (County Interest)
STATUS OF REVIEW: INFO
REMARKS: Please provide a copy of the District permit prior to construction.

Response: A copy of the District permit has been provided, please find attached to this submittal package.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: Additional Stormwater comments
STATUS OF REVIEW: INFO
REMARKS: If you have questions or would like to discuss the stormwater review comments, please contact Kevin Vickers, PE at 352-671-8695 or kevin.vickers@marionfl.org.

Response: Acknowledged.

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: 2.12.4.K - List of approved waivers, their conditions, and the date of approval
STATUS OF REVIEW: INFO
REMARKS: 6/3/25-add waivers if requested in future

Response: Acknowledged. Pending DRC review and discussion of Waivers.

6.12.12 – Sidewalks
6.13.2.B(6) – Freeboard
2.12.24 - Landscape requirements/6.8.6 - Buffering

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: Additional Development Review Comments
STATUS OF REVIEW: INFO
REMARKS: After approval, plans will be electronically stamped by the County. The applicant will receive an email indicating that approved plans are available for download and are located in the ePlans project Approved folder. For Development Review submittals, with the exception of Final Plats and Minor Site Plans, applicants are required to print, obtain required signatures, and sign and seal two 24”x 36” sets of the electronically stamped approved plan and deliver them to the Office of County Engineer, Development Review Section, located at 412 SE 25th Avenue Ocala, FL 34471. Upon receipt, a development order will be issued. Until such time as that development order is issued, the project does not have final approval and construction, if applicable, shall not commence. For plans requiring As-Builts, As-Builts and associated documentation shall be submitted on paper in accordance with current county requirements.

Response: Acknowledged.

DEPARTMENT: UTIL - MARION COUNTY UTILITIES
REVIEW ITEM: 6.14.2.A(1) - Public water service area/provider
STATUS OF REVIEW: INFO
REMARKS: Marion County Utility service area, outside connection distance to water. Nearest MCU water main is 3+ miles away.

Response: Acknowledged.

DEPARTMENT: UTIL - MARION COUNTY UTILITIES
REVIEW ITEM: 6.14.2.A(1) - Public sewer service area/provider
STATUS OF REVIEW: INFO
REMARKS: Marion County Utility service area, outside connection distance to sewer. Nearest MCU sewer force main is 4+ miles away.

Response: Acknowledged.

DEPARTMENT: UTIL - MARION COUNTY UTILITIES
REVIEW ITEM: 6.14.3.B - Springs Protection Zone
STATUS OF REVIEW: INFO
REMARKS: Located within the Silver Springs Primary Protection Zone. Additional requirements may be enforced for septic system, Defer to Department of Health,

Response: Acknowledged.

DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
REVIEW ITEM: 2.12.6 - Location of septic systems & wells
STATUS OF REVIEW: INFO
REMARKS: Well must be 100' from septic system not 75'. Please correct setback on site plan.

Response: The owner will pursue a variance through DOH as the existing conditions show the separation to be 91 feet. Current setback has been shown on the site plan.

DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
REVIEW ITEM: Additional Health comments
STATUS OF REVIEW: INFO
REMARKS: Protect existing well during all phases of demolition and construction. Well will need to be permitted as a limited use water system through the Department of Health in Marion County. You may email EHInfoMarion@flhealth.gov for more information.
The septic system will likely require an existing modification for the proposed building. You will need to reach out to the Department of Environmental Protection to ensure your septic system meets the requirements.

Response: A note has been added to protect the well during construction. Owner is pursuing application and testing for permitting as a limited use well. Additionally, the owner is pursuing a like for like permit for the septic system.

DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 2.12.4.L(5)/5.2 - [Applicable ESOZ/FPOZ Status Listed?]
STATUS OF REVIEW: INFO
REMARKS: No flood or ESOZ.

Response: Acknowledged.

DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 6.5 & 6.6 - Habitat Preservation/Mitigation Provided?
STATUS OF REVIEW: INFO
REMARKS: If listed species present, preservation and/or mitigation efforts may be required per FWC.

Response: Acknowledged.

DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 2.12.32 - Show 100yr flood zone
STATUS OF REVIEW: INFO
REMARKS: Parcel is in flood zone X.

Response: Acknowledged.

DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.4.4 -Sign (provisions for advertising signage), if it is a multi occupancy complex like shopping centers they must submit a master sign plan.
STATUS OF REVIEW: INFO
REMARKS: Indicate if sign(s) is proposed on site. If so, show proposed sign's location and design.

Response: No freestanding signs are proposed for this development at this time. The existing sign attached to the existing building is proposed to be relocated to be on the side of the new building and permitted with the building plans in accordance with the LDC Section 4.4.4 – On-site signs.

DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 2.12.27 - Show location of outside storage areas
STATUS OF REVIEW: INFO
REMARKS: Provide a statement indicating any outside storage area is proposed. If applicable, show location of outside storage areas on plan.

Response: Outdoor storage of materials and components for metal fabrication is proposed to be temporary and is now shown on the site plan. Fence screening from NE 21st Ave is proposed. Once the future phase has been constructed no outdoor storage is anticipated. See Sheet C004 notes 17 and 18.

DEPARTMENT: ENRAA - ACQ AGENT ENG ROW
REVIEW ITEM: Major Site Plan
STATUS OF REVIEW: INFO
REMARKS: Checked Sunbiz & project list. 6-4-25 HR
IF APPLICABLE:
Sec. 2.18.1.I - Show connections to other phases.
Sec.2.19.2.H – Legal Documents
Legal documents such as Declaration of Covenants and Restrictions, By-Laws, Articles of Incorporation, ordinances, resolutions, etc.
Sec. 6.3.1.B.1 – Required Right of Way Dedication (select as appropriate)
For Public Streets. "[All streets and rights-of-way shown on this plat or name specifically if less than all] are hereby dedicated for the use and benefit of the public."
Sec. 6.3.1.B.2 – Required Right of Way Dedication
For Non-Public Streets. "[All streets and rights-of-way shown on this plat or name specifically if less than all] are hereby dedicated privately to the [entity name]. All public authorities and their personnel providing services to the subdivision are granted an easement for access. The Board of County Commissioners of Marion County, Florida, shall have no responsibility, duty, or liability whatsoever regarding such streets. Marion County is granted an easement for emergency maintenance in the event of a local, state, or federal state of emergency wherein the declaration includes this subdivision or an emergency wherein the health, safety, or welfare of the public is deemed to be at risk."
Sec. 6.3.1.D.3 - Cross Access Easements
For Cross Access Easements. "All parallel access easements shown on this plat are hereby dedicated for the use and benefit of the public, and maintenance of said easements is the responsibility of [entity name]."
Sec. 6.3.1.C.1 - Utility Easements (select as appropriate)
"[All utility easements shown or noted or name specifically if less than all] are dedicated [private or to the public] for the construction, installation, maintenance, and operation of utilities by any utility provider."
Sec. 6.3.1.C.2 – Utility Easements
"[All utility tracts or identify each tract as appropriate] as shown are dedicated [private or to the public] for the construction and maintenance of such facilities."
Sec.6.3.1.D(c)(1)(2)(3) - Stormwater easements and facilities, select as appropriate:
1. "[All stormwater and drainage easements as shown or noted or name specifically if less than all] are dedicated [private or to the public] for the construction and maintenance of such facilities."
2. "[All stormwater management tracts or identify each tract as appropriate] as shown are dedicated [private or to the public] for the construction and maintenance of such facilities."
3. When any stormwater easement and/or management tract is not dedicated to the public or Marion County directly, the following statement shall be added to the dedication language: "Marion County is granted the right to perform emergency maintenance on the [stormwater easement and/or management tract, complete accordingly] in the event of a local, state, or federal state of emergency wherein the declaration includes this subdivision or an emergency wherein the health, safety, or welfare of the public is deemed to be at risk."
Sec.6.3.1.D(f) –
If a Conservation Easement is required the following shall be provided: "A conservation easement [as shown or on tract and identify the tract, complete accordingly] is dedicated to [the Board of County

Commissioners of Marion County, Florida or entity name, if not Marion County] for the purpose of preservation of [listed species, habitat, Karst feature and/or native vegetation, complete accordingly]."

Response: Acknowledged.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 2.12.8 - Topographical Contours
STATUS OF REVIEW: NO
REMARKS: LDC requires that one-foot contours extend 100 feet beyond the project boundary. The southern boundary does not appear to comply with this requirement.

Response: Additional data has been collected, and contours are now shown as requested. Please see the revised survey and plans.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 2.12.38 - Stormwater Maintenance Entity
STATUS OF REVIEW: NO
REMARKS: Please add the name of the individual who will sign the Owner's Certification to the signature line. The individual signing the certification needs to be an agent or member of the entity that will own and maintain the stormwater system, or an authorized signatory of that entity. If signatory is not an agent or member, a letter authorizing a different individual needs to be submitted with the signed documents. The authorization letter must be signed by and agent/officer of owner. Sunbiz will be used to verify agents and/or officers.

Response: Agreed. The owner's name has been added to the Owner's Certification on the cover sheet of the plans.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 6.13.3 - Type of Stormwater Facility Criteria
STATUS OF REVIEW: NO
REMARKS: Retention/detention areas serving commercial lots shall be designed with a minimum berm width of 5 feet stabilized at a maximum of six percent grade maximum around the entire perimeter of the facility.

Response: A Staff Level deviation is being requested for 5' berm along south and east sides of the DRA. This is due to the unique condition whereas this DRA is the low area for a +/-14-acre basin that in the predevelopment condition runoff stages onto and over multiple properties. In the post-development condition, the existing DRA is proposed to be expanded, thus reducing the staging for multiple properties and resulting in a benefit to this ultimate low. Introducing a berm along the south/east sides will reduce the available storage to the overall system. A 5' berm is proposed along the western and northern sides of the DRA.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 6.13.2.B(6) - Freeboard
STATUS OF REVIEW: NO
REMARKS: (1) DRAs are required to maintain 6" of freeboard during the design storm. The top of DRA appears to be 80. Peak stage of the 100-year 24-hour storm appears to be 79.57. Adequate freeboard does not appear to be provided. (2) DRA stage during design storm will spread to adjacent CSX property. Please provide written approval for this design from CSX.

Response: (1) A Waiver is being requested for the 6" of freeboard to the top of bank. The previously approved design and code requirements do not appear to have considered freeboard in +/-2000. The site has existing buildings coupled with a +/-14-acre basin that drains here as the ultimate low. The proposed design significantly increases the volume capacity by expanding the existing DRA such that the top of bank freeboard is increased from 0" to 5.6" (86% of today's code). The post-design model indicates that the overall flood stage will be reduced by 1.3 feet

when comparing it to the pre-development condition resulting in a net benefit to multiple properties that share the limits of the flood stage.

(2) In the pre-development condition the flood stage is modeled to be 80.95 during the 100 Year-24-hour event which covers the existing DRA and natural low areas beyond the DRA including low areas on CSX and other adjacent properties. In the post-development condition, the flood stage is modeled to be 79.57 during the 100-Year 24-hour event. This reduction in flood stage benefits all properties and therefore approval of such reduction is unnecessary and further supported by SJRWMD permit approvals attached.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 6.13.6 - Stormwater Quality Criteria
STATUS OF REVIEW: NO
REMARKS: DRAs greater that 4' deep require the bottom to be sodded in addition to the side slopes.

Response: The DRA bottom is now shown to be sodded. Please see the revised notes on Sheet C006.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 7.1.3 - Drainage Construction Specifications
STATUS OF REVIEW: NO
REMARKS: Please add the following note to the cover page: "No change to the work as shown on the approved plans shall be made without notification to and approval by the office of the County Engineer."

Response: The note has been added to the cover as requested.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 6.13.12 - Operation and Maintenance
STATUS OF REVIEW: NO
REMARKS: Please provide an signed and complete O&M manual. An owner's certification is required on the O&M manual. Certification to state “I hereby certify that I, my successor, and assigns shall perpetually operate and maintain the stormwater management and associated elements in accordance with the specifications shown herein and on the approved plan.” The individual signing the certification needs to be an agent or member of the entity that will own and maintain the stormwater system, or an authorized signatory of that entity. If signatory is not an agent or member, a letter authorizing a different individual needs to be submitted with the signed documents. The authorization letter must be signed by and agent/officer of owner. Please have the person signing also print their name for verification. Sunbiz will be used to verify agents and/or officers.
Please contact reviewer if you need examples of O&M manuals accepted in the past.

Response: The O&M owners’ certification has been added to the manual and is signed as requested. Please see page 3 of the PDF.

DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: Please provide a final signed and sealed hard copy signature page with references to the stormwater analysis or final hard copy of the full stormwater analysis.
STATUS OF REVIEW: NO
REMARKS: After all stormwater comments are resolved, please upload a digitally signed and sealed report. A hard copy signed and sealed report can be submitted if desired.

Response: A final signed and sealed report will be provided subject to county comments and DRC conditions.

DEPARTMENT: ENGTRF - TRAFFIC REVIEW
REVIEW ITEM: 6.11.4.B - Cross access
STATUS OF REVIEW: NO

REMARKS: 6/16/25 - Access to southern parcel must be achieved through cross-access from northern parcel unless a formal driveway and any required related deviations are approved.

Response: The future intent is for both of the parcels to work in tandem with access being provided through the north driveway and ultimately through the south parcel from NE 21st Ave. A formal driveway apron is now proposed with the south parcel.

DEPARTMENT: ENGTRF - TRAFFIC REVIEW
REVIEW ITEM: 6.11.5 - Driveway access
STATUS OF REVIEW: NO
REMARKS: 6/16/25 - Un-permitted driveway for southern parcel at the gate shown on the survey must be removed and right-of-way sod restored unless a formal driveway apron is proposed and approved through site plan.

Response: A formal driveway apron is now proposed at this location. Please see Sheet C004. A Staff Level deviation for the driveway separation / locations is being requested, and the aprons are proposed to remain in the current locations.

DEPARTMENT: ENGTRF - TRAFFIC REVIEW
REVIEW ITEM: 6.12.12 - Sidewalks
STATUS OF REVIEW: NO
REMARKS: 6/16/25 - Sidewalks (or a related waiver) are required along NE 97th Street Road and along one side of NE 21st Avenue to the extent the boundaries of the properties adjoin the right-of-way.

Response: A Waiver to the construction of the sidewalk is being requested with a sidewalk fee being provided to Marion County to be used for general sidewalk construction throughout the County.

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: 2.12.3 - Title block on all sheets denoting type of application; project name, location, county, and state; and date of original and all revisions
STATUS OF REVIEW: NO
REMARKS: 6/3/25-Title block on ALL sheets denoting type of application; project name, location, county, and state; and date of original and all revisions

Response: The Title block has been revised as requested.

DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
REVIEW ITEM: Operating Permit Required
STATUS OF REVIEW: NO
REMARKS: Limited Use Water System Permit required for well if not regulated by DEP. You will need to apply for the permit through the Department of Health in Marion County and submit water testing. Well equipment will have to be reviewed to ensure proper sizing for proposed use.

Response: Owner is pursuing application and testing for permitting as a limited use well. Based on the 8/8/25 site meeting and equipment review a concrete pad will need to be added for the existing systems tank. This has been added to the plans. Please see sheet C007 for updates.

DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 2.12.16/6.5 - [EALS or EALS-ER provided?]
STATUS OF REVIEW: NO
REMARKS: Please provide environmental assessment or exemption.

Response: Please see the environmental assessment included.

DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 2.12.5/1.8.2.F - Is Concurrency Approval or Deferral Elected?
STATUS OF REVIEW: NO
REMARKS: Please include note regarding approval or deferral of concurrency on cover page.

Response: Note has been added to the plans, see Cover sheet right side.

DEPARTMENT: 911 - 911 MANAGEMENT
REVIEW ITEM: Additional 911 comments
STATUS OF REVIEW: NO
REMARKS: Sheet LA-1 has an incorrect parcel number of 14224-000-00 that needs to be removed under Site Data. That parcel is not part of this project.

Response: The parcel number has been removed, please see Sheet LA-1.

DEPARTMENT: ENGSUR - SURVEY REVIEW
REVIEW ITEM: 6.4.7.B(2) - Horizontal control points shall be monumented and referenced to the Florida State Plane Coordinate System
STATUS OF REVIEW: NO
REMARKS: Please provide.

Response: Horizontal control points have been added, please see the revised survey.

DEPARTMENT: ENGSUR - SURVEY REVIEW
REVIEW ITEM: 6.4.7.B(4) - Provide a statement or table detailing horizontal datum, adjustment, and coordinate values
STATUS OF REVIEW: NO
REMARKS: Please provide.

Response: Horizontal datum information has been provided, please see the survey revised.

DEPARTMENT: ENGSUR - SURVEY REVIEW
REVIEW ITEM: 2.12.11 - Provide an aerial map of the site with a layout of the development
STATUS OF REVIEW: NO
REMARKS: Please provide.

Response: An aerial map has been provided with the site overlaid, please find in the documents folder.

DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: 6.7.4 - Shade tree requirements
STATUS OF REVIEW: NO
REMARKS: All shade trees required for Phase I shall be installed on site unless waiver is approved

Response: Shade tree have been updated and will all be provided for Phase 1.

DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: 6.8.4 - Landscape area requirements for non-residential development
STATUS OF REVIEW: NO
REMARKS: Provide landscape area calculations showing 20% minimum is met

Response: Landscaping area has been revised to 20% for phase 1 please see attached landscaping plan.
DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: 6.8.6 - Buffers
STATUS OF REVIEW: NO

REMARKS: 1. Crape Myrtles do not meet the intent of year round screening, evergreens should be used for the majority of buffering 2. Dwarf viburnum may not reach the 3' ht in 1 year, recommend other native hedge material 3. Shrubs shall be 18" ht at installation, no exceptions 4. Understory trees shall be 6' ht x 42" spr minimum at installation, no exceptions 5. Please provide calculations showing 50% shrubs and Groundcovers coverage in buffers is met 6.

Response: (1) The Crape Myrtles have been replaced with Magnolia Little Gems trees in buffers. (2) The Dwarf Viburnum are only used at the building façade and the buffers are proposed with Sweet Viburnum and Anise shrubs. (3 & 4) Acknowledged. Notes have been added on the landscape key. (5) Calculations have been added to the plans, with an additional 27 Anise shrubs to buffers. Please see Sheet LA-1 for revision.

DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: 6.8.8 - Building landscaping
STATUS OF REVIEW: NO
REMARKS: 1. Landscape areas shall be provided adjacent to or within 25 feet from the building walls and shall extend along 60 percent of the total length of the wall, excluding those areas required for access to the building. Landscape areas shall be a minimum of five feet wide allowing for a minimum distance of two feet from the façade to the innermost plants.

Response: Additional landscaping has been provided for the building façade plantings. Please see Sheet LA-1 for revisions.

DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: 6.8.9 - Service and equipment areas
STATUS OF REVIEW: NO
REMARKS: will there be a dumpster? if so, please show screening

Response: Yes. A dumpster is provided and screened with landscaping podocarpus and an enclosure. See Sheet LA-1 and Detail 9/C009.

DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: 6.19.3 - Outdoor lighting plan requirements
STATUS OF REVIEW: NO
REMARKS: Will there be outdoor lighting? if so a signed and sealed photometric plan is required

Response: No lighting is proposed for the site at this time.

DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: Additional Landscape comments
STATUS OF REVIEW: NO
REMARKS: Landscape and Irrigation plans shall be signed and sealed at submittal (6.2.1 & 6.9.2)

Response: Signed and sealed landscape and irrigation plans are now provided.

DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 2.12.24 - Landscape requirements/6.8.6 - Buffering
STATUS OF REVIEW: NO
REMARKS: Proposed buffers are missing/incorrect. Please provide all required descriptions and illustrations for each proposed buffer. Type-B buffer consisting of 20-foot-wide landscape strip and a buffer wall required for portions of the parcel abutting residential properties.

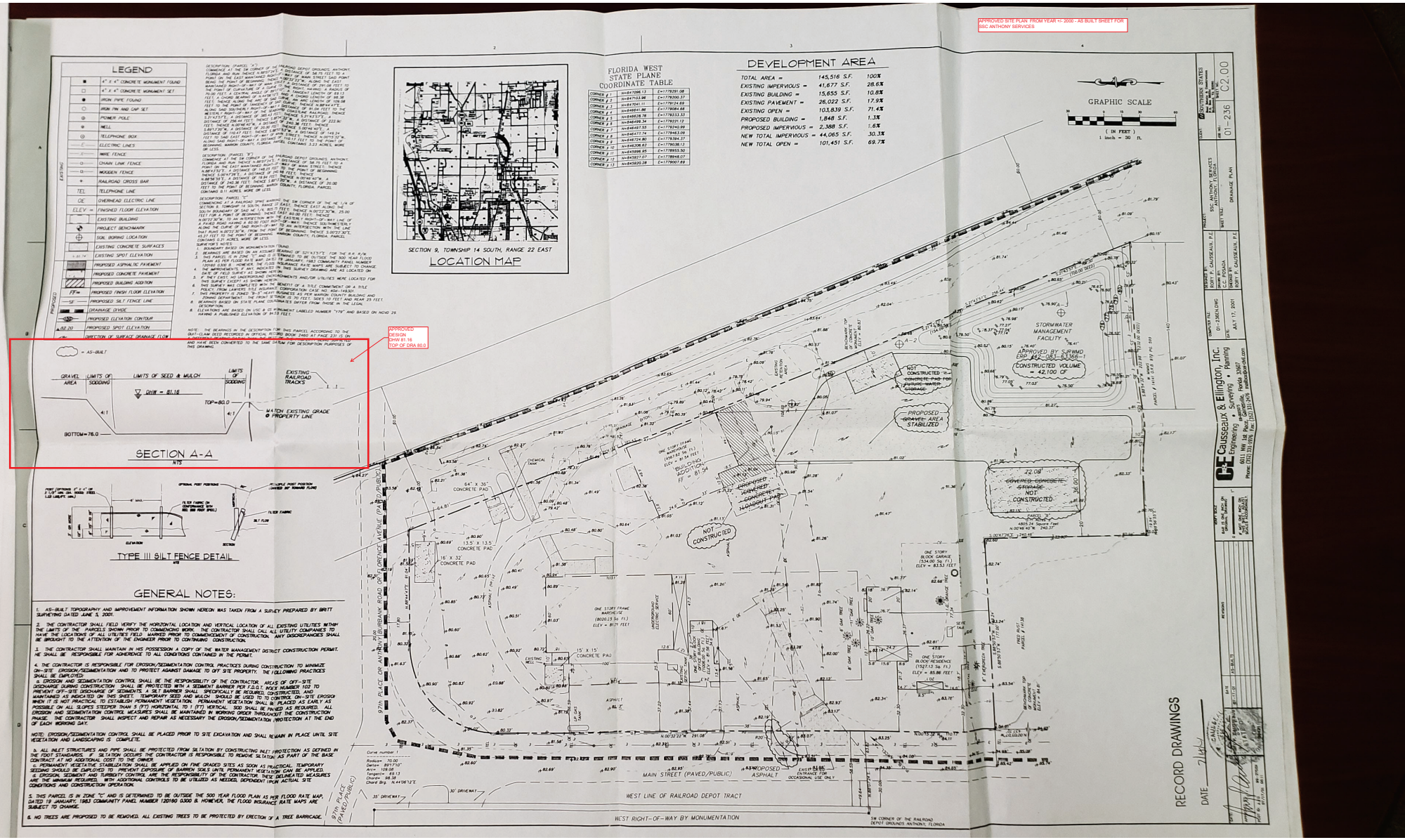
Response: A Waiver is requested for the Type-B buffer adjacent to the residential property along the south boundary to be evaluated during the future phase improvements (building and parking). A full waiver for the DRA portion is requested as this is the existing condition previously approved and within the existing DRA.

A waiver is being requested for a majority of the eastern boundary due to this site having connectivity to the railroad. The buffer along the east property line will obstruct the line of sight between the building and the railroad which is needed for operational use, access, safety, and the security of the facility.

DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 2.12.32 - Modified Environmental Assessment for Listed Species (LDC 6.5.4) -OR- EALS Exemption Application (LDC 6.5.3) submitted (including habitat assessment as necessary per LDC 6.6.4)
STATUS OF REVIEW: NO
REMARKS: Provide Environmental Assessment of Listed Species (EALS) or submit an Exemption per LDC Sec. 6.5.

Response: Please see the environmental assessment included.

END OF COMMENT RESPONSES


APPROVED SITE PLAN FROM YEAR +/- 2000 - AS BUILT SHEET FOR BSC ANTHONY SERVICES
LEGEND
DEVELOPMENT AREA
TOTAL AREA = 145,516 S.F. 100%
EXISTING IMPERVIOUS = 41,677 S.F. 28.6%
EXISTING BUILDING = 15,655 S.F. 10.8%
EXISTING PAVEMENT = 26,022 S.F. 17.9%
EXISTING OPEN = 103,839 S.F. 71.4%
PROPOSED BUILDING = 1,848 S.F. 1.3%
PROPOSED IMPERVIOUS = 2,388 S.F. 1.6%
NEW TOTAL IMPERVIOUS = 44,065 S.F. 30.3%
NEW TOTAL OPEN = 101,451 S.F. 69.7%
FLORIDA WEST STATE PLANE COORDINATE TABLE
SECTION 9, TOWNSHIP 14 SOUTH, RANGE 22 EAST
LOCATION MAP
GRAPHIC SCALE
1 inch = 30 ft.
SECTION A-A
TYPE III SILT FENCE DETAIL
GENERAL NOTES:
STORMWATER MANAGEMENT FACILITY
APPROVED BY SWFWMD ERP 42-083-0196-1
CONSTRUCTED VOLUME = 42,100 CF
PROPOSED GRAVEL AREA STABILIZED
NOT CONSTRUCTED
COVERED CONCRETE STORAGE NOT CONSTRUCTED
PROPOSED ASPHALT
MAIN STREET (PAVED/PUBLIC)
97th PLACE OR ANTHONY BURBANK ROAD OR FLORENCE AVENUE (PAVED/PUBLIC)
WEST LINE OF RAILROAD DEPOT TRACT
WEST RIGHT-OF-WAY BY MONUMENTATION
RECORD DRAWINGS
C&E Causseaux & Ellington, Inc.
Engineering • Surveying • Planning
6611 NW 1st Place, Gainesville, Florida 32607
Phone: (352) 331-1976 Fax: (352) 331-2476 www.CandE-Inc.com
SOUTHERN STATES
SSC ANTHONY SERVICES
01-236
C2.00
DRAINAGE PLAN
JULY 17, 2001

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21382 **Agenda Date:** 12/2/2025 **Agenda No.:** 9.2.

SUBJECT:
Present Update for Grants Provided to Humane Society of Marion County, Inc., Sheltering Hands, Inc., and Voices of Change Animal League, Inc.

INITIATOR:
Angel Roussel, P.E., Assistant County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
For the past two years, Marion County has provided grant funding to support animal services through three local organizations: Humane Society of Marion County, Inc., Sheltering Hands, Inc., and Voices of Change Animal League, Inc. (VOCAL). These services include Spay and Neuter surgeries, vaccinations and micro-chipping.

Humane Society of Marion County, Inc., is a non-profit shelter dedicated to caring for and protecting animals in Marion County. They have been serving homeless and neglected animals for over 55 years. Since January 2025, a total of 350 surgeries have been performed and all funds have been exhausted.

Sheltering Hands, Inc., is a 501(c)(3) nonprofit located in Ocala, comprised mainly of dedicated volunteers. Their mission is to improve the lives of cats through humane care, low-cost spay/neuter surgery, comprehensive cat adoption programs, education, and support services for the community. A total of 545 surgeries have been performed and all funds have been exhausted as of October 31, 2025. Each also cat received vaccines and a dose of flea control along with the surgery.

VOCAL's mission is to solve the homeless pet problem through prevention, community outreach, adoption and collaboration. VOCAL's Community Clinic and Resource Center stands ready to provide practical support to "good Samaritans" who find stray animals and take them into their home and off the street. Spay and neuter services were provided to 436 cats and dogs of low-income families. These pets also received rabies and distemper vaccines and microchips.

Due to the success with this partnership, staff is recommending to replenish the grant funding for each organization to continue these programs.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For informational purposes.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21402 **Agenda Date:** 12/2/2025 **Agenda No.:** 10.1.

SUBJECT:
Marion Oaks Municipal Services Taxing Unit for Recreation Services & Facilities - Request to Declare Seat Vacant and Authorize the Advertisement of One (1) Member Position for an Unexpired Term Ending September 2029

INITIATOR:
Gennifer Medina, Executive Assistant

DEPARTMENT:
Commission office

DESCRIPTION/BACKGROUND:
Ms. Joanne Coast was last reappointed as a member of the Marion Oaks MSTU for Recreation and Facilities Advisory Council on March 18, 2025, to serve a new term ending September 2029.

Ms. Coast has been a valued member of this board since first appointed to her role in February 2021; however, due to ongoing attendance challenges, it has been deemed necessary to move forward with declaring her seat vacant in order to appoint a new member and ensure the board remains active, engaged, and effective.

Pursuant to Commission Policy 22-01 for Citizen Advisory Boards, Section II, B. Attendance Requirements for Citizen Advisory Board Members, all advisory board members are required to faithfully attend meetings on a regular basis. If any member fails to attend three successive meetings without prior approval of the chairman of such board, or if any member fails to attend forty percent (40%) or more of all meetings within any calendar year, such fact shall be reported to the Board of County Commissioners (BCC). The BCC may declare the seat held by such member to be vacant and may appoint a new member without notice.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to declare Joanne Coast's seat vacant on the Marion Oaks MSTU for Recreation and Facilities Advisory Council and authorize the advertisement of one (1) member position for an unexpired term ending September 2029.

Marion County
Board of County Commissioners

McPherson Governmental Campus
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

District 1 - Craig Curry, Commissioner
District 2 - Kathy Bryant, Chairman
District 3 – Matt McClain, Commissioner
District 4 - Carl Zalak III, Vice Chair
District 5 - Michelle Stone, Commissioner

November 5, 2025

Joanne Coast
3394 SW 147th Lane Rd.
Ocala, FL 34473-2471

Sent via email: Joanne.coast@gmail.com

Dear Ms. Coast,

We sincerely thank you for your service and the meaningful contributions you made as a member of the Marion Oaks Municipal Services Taxing Unit (MSTU) for Recreation Services & Facilities Advisory Board. Your participation and insight were truly valued when you were able to attend meetings. However, due to ongoing attendance challenges, the Board of County Commissioners will be moving forward with declaring your seat vacant in order to appoint a new member and ensure the board remains active, engaged, and effective.

As a reminder, the BCC Advisory Board Member Handbook provided at the time of your appointment, outlines that "*all advisory board members are required to faithfully attend meetings on a regular basis*". The handbook further states that, "*If any member fails to attend three successive meetings without prior approval of the chairman of such board....or if any member fails to attend forty percent (40%) or more of all meetings within any calendar year, such fact shall be reported to the BCC....The BCC may declare the seat held by such member to be vacant and may appoint a new member without notice*". For your convenience, a copy of the handbook is enclosed.

This change does not preclude your continued involvement, and we sincerely encourage you to stay engaged by attending future meetings as a valued member of the community. Your interest and input are always welcome.

Sincerely,

Gennifer Medina
Executive Assistant to County Commission
Marion County Board of County Commissioners

Enc: Advisory Board Member Handbook

cc: Chad Wicker, Municipal Services Director (via e-mail only)
Katy Burton, Municipal Services Community Manager (via e-mail only)
David Pierce, Marion Oaks Community Center Manager/County Liaison (via e-mail only)

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21342 **Agenda Date:** 12/2/2025 **Agenda No.:** 11.1.

SUBJECT:
Request Approval to Schedule the Budget Strategic Planning Workshop on Thursday, January 29, 2026 at 9:00 a.m. in the McPherson Governmental Campus Auditorium

INITIATOR:
Mounir Bouyounes, PE, County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
The annual Budget Strategic Planning Workshop is an opportunity for the Board to establish the County's future goals, initiatives, and appropriate budget planning. Staff has proposed the date for the workshop to be Thursday, January 29, 2026 at 9:00 a.m. in the McPherson Governmental Campus Auditorium.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule the Strategic Planning Workshop on Thursday, January 29, 2026 at 9:00 a.m. in the McPherson Governmental Campus Auditorium.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21385 **Agenda Date:** 12/2/2025 **Agenda No.:** 13.2.1.

SUBJECT:
Present Commission Calendar

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, for information only.

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

The Marion County Board of County Commissioners has scheduled the following public hearings, meetings and workshops. All meetings are held in the McPherson Governmental Campus Auditorium, 601 SE 25th Ave., Ocala, unless otherwise stated and are open to the public, excluding those specified as closed sessions.

COMMISSION WORKSHOPS AND MEETINGS

Date time	Meeting type	Meeting description
December 2 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month
December 2 10:00 a.m.	Public Hearing	To Consider Resolutions Adopting the Intent to Authorize Use of the Uniform Method of Collecting for Non-Ad Valorem Assessments
December 2 10:00 a.m.*	Public Hearing	To Consider an Ordinance to Establish the Canterwood Acres Community Development District
December 2 2:00 p.m.	Workshop	To Discuss Southwest Regional Water Reclamation Facility
December 2 5:30 p.m.	Final Public Hearing	To Consider an Ordinance to Amend the Marion County Land Development Code
December 10 1:30 p.m.	Workshop	To Discuss Fire Station Prototypes
December 15 1:30 p.m.	Commission Meeting (Planning & Zoning)	Scheduled for the third Monday of every month.
December 16 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month
December 16 10:00 a.m.	Public Hearing	To Consider the Adoption of a Resolution for Heather Island Market Center Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements
December16 10:00 a.m.*	Public Hearing	To Consider the Adoption of a Resolution Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

Date time	Meeting type	Meeting description
December 16 1:50 p.m.	Commission Meeting	To convene a meeting of the Marion County Community Redevelopment Agency
December 16 2:00 p.m.	Commission Meeting (Planning & Zoning)	Regularly scheduled for the third Tuesday of every month.
December 17 9:30 a.m.	Public Hearing	To Consider Adopting the 2025 Marion County Comprehensive Plan and Appraisal Report
December 17 1:30 p.m.	Workshop	To Discuss the Marion County Fleet Department and Department of Health Belleview

***Or as soon thereafter as possible.** **12/02/25**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21397 **Agenda Date:** 12/2/2025 **Agenda No.:** 14.1.1.

SUBJECT:
Present Letter Dated November 10, 2025, Regarding Docket No. 20250137; Application for an Increase in Water and Wastewater Rates in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk and Seminole Counties

INITIATOR:
Mounir Bouyounes, P.E., County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
As required by the Florida Public Service Commissioner 25-30.446, F.A.C., the attached letter is to advise of Sunshine Water Services Company's Application to the Florida Public Service Commission for an increase in its water and/or wastewater to its customers in Marion County, Florida.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, for information only.

AUSLEY MCMULLEN

Attorneys and Counselors at Law
123 South Calhoun Street
P.O. Box 391 32302
Tallahassee, FL 32301
P: (850) 224-9115
F: (850) 222-7560
ausley.com

November 21, 2025

VIA ELECTRONIC & FIRST-CLASS MAIL

Mr. Mounir Bouyounes, County Administrator
mounir.bouyounes@marionFl.org
Marion County
601 SE 25th Avenue
Ocala, FL 34471

Re: Docket No. 20250137; Application for an increase in water and wastewater rates in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk and Seminole Counties by Utilities, Inc. of Florida.

Dear Mr. Bouyounes:

As required by the Florida Public Service Commission 25-30.446, F.A.C., this letter is to advise you of Sunshine Water Services Company's Application to the Florida Public Service Commission for an increase in its water and/or wastewater to its customers in Marion County, Florida.

A copy of the Application, and Minimum Filing Requirements, can be accessed on the Florida Service Commission website.

Sincerely,

Virginia Ponder

VLP/ma

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21334 **Agenda Date:** 12/2/2025 **Agenda No.:** 14.3.1.

SUBJECT:
Present Report No. PC2025-06 Municipal Services Department Sun Ray Estates (NE 34th Pl, NE 22nd Ct, NE 32nd St, NE 23rd Ave, NE 32nd Pl, NE 23rd Ct, NE 24th Ter) Road Improvements Petition Count

INITIATOR:
Sachiko Horikawa, Internal Audit Director

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Municipal Services mailed petitions to 82 property owners of Sun Ray Estates (NE 34th Pl, NE 22nd Ct, NE 32nd St, NE 23rd Ave, NE 32nd Pl, NE 23rd Ct, NE 24th Ter). Internal Audit confirmed the timely responses of 31 property owners and concluded that a majority voted not in favor of the road assessment project.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
WWW.MARIONCOUNTYCLERK.ORG

TO: Board of County Commissioners, individually
Mounir Bouyounes, County Administrator
Tracy Straub, Assistant County Administrator
Chad Wicker, Municipal Services Director

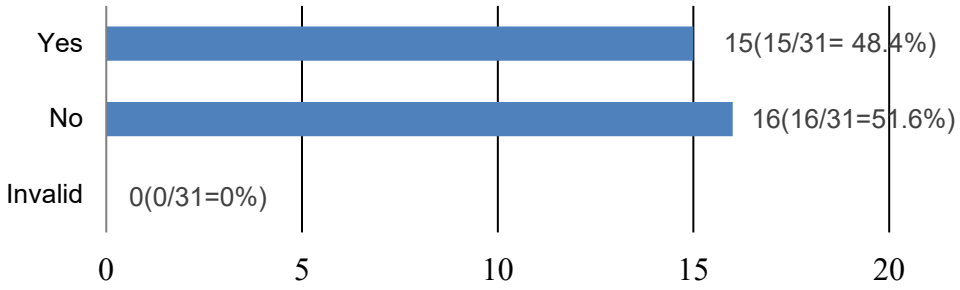
FROM: Sachiko Horikawa, Internal Audit Director

DATE: November 13, 2025

RE: REPORT No. PC2025-06: Municipal Services Department Sun Ray Estates (NE 34th Pl, NE 22nd Ct, NE 32nd St, NE 23rd Ave, NE 32nd Pl, NE 23rd Ct, NE 24th Ter) Road Improvements Petition Count

The Municipal Services Department mailed petitions to 82 property owners of Sun Ray Estates (NE 34th Pl, NE 22nd Ct, NE 32nd St, NE 23rd Ave, NE 32nd Pl, NE 23rd Ct, NE 24th Ter) . Internal Audit confirmed the timely responses of 31 property owners. We concluded that **a majority** of the timely responding property owners voted **not in favor** of the road assessment project.

Result for the Sun Ray Estates (NE 34th Pl, NE 22nd Ct, NE 32nd St, NE 23rd Ave, NE 32nd Pl, NE 23rd Ct, NE 24th Ter) Road Improvements Petition Count



"Yes" indicated "Yes, I approve of the proposed Road Improvements Project"
"No" indicated "No, I do not approve of the proposed Road Improvements Project"
"Invalid" indicated petition response could not be included for the following reason(s):

- N/A

Per BCC Policy No. 23-01, the Internal Audit Department completed the tabulation process "as a measure of initial support for the proposed project." We maintained security and confidentiality of the petitions received until the time of opening on November 12, 2025.

The tabulation process was performed by Nayla Gonzalez and Mynor Reyes. Joe Marcum was also present during the process as the Municipal Services representative.

cc: Gregory C. Harrell, Clerk of Court and Comptroller

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21368 **Agenda Date:** 12/2/2025 **Agenda No.:** 14.3.2.

SUBJECT:
Present Administrative Budget Transfer Report for FY 2025-26

INITIATOR:
Audrey L. Fowler, Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the Administrative Budget Transfer Report as required by Commission Policy 19-01.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATIVE BUDGET TRANSFER REPORT

11/07/2025 to 11/20/2025

Prepared by: Gregory C. Harrell, Marion County Clerk of Court and Comptroller - Budget Department

Pursuant to Florida Statute 129.06, Execution and Amendment of Budget, the County Budget Officer has executed the following Budget Transfers as authorized by the Marion County Board of County Commissioners, Commission Policy 19-01. The Budget Transfers adhere to the following conditions:

A.The budget transfer does not change the total expenditure appropriations of a Cost Center; and
B.The transfer adheres to the following account restrictions:
i. The transfer occurs between personnel expenditure accounts (line item account codes 510000 through 529999); or
ii. The transfer occurs between operating expenditure accounts (line item account codes 530000 through 559999); and
C.The transfer per line item account is $10,000 or less; and
D.The transfer is approved by the County Administrator; and
E.The transfer is reviewed and approved by the County Budget Officer.

General Fund

Code Enforcement

Journal Number # 2026-2-515 *Date Executed:* 11/13/2025

We requested in our budget a full-time position, and did not take into account the time to post and fill the position. We did not request money for this line item due to the request for an FTE. The hiring process is taking longer than we anticipated. Funds are available in Operating Supplies.

	Fund	Dept	Account	Account Name	Amount
From	0010	317	552108	Operating Supplies	$870
To	0010	317	534115	Contract Serv Staff Leasing	$870

Southeastern Livestock Pavilion

Journal Number # 2026-2-1205 *Date Executed:* 11/18/2025

The current budget is insufficient because the existing equipment is being replaced with a new model, which carries an annual service cost that is higher than what is currently budgeted. This transfer ensures SELP has adequate funding to support printing, scanning, and copying services essential for daily business operations.

	Fund	Dept	Account	Account Name	Amount
From	0010	370	552108	Operating Supplies	$530
To	0010	370	534101	Contract Serv Other Misc	$530

Solid Waste Disposal Fund

Solid Waste Disposal

Journal Number # 2026-2-498 *Date Executed:* 11/07/2025

Solid Waste identified several citizens who paid for a non-assessed permit despite having already paid the residential solid waste assessment. Upon approval of this Administrative Transfer, the department will process refunds to the affected citizens.

	Fund	Dept	Account	Account Name	Amount
From	4010	423	552101	Gasoline Oil and Lubricants	$1,000
To	4010	423	549112	Other Current Charges Refunds	$1,000

Insurance Fund

Employee Health

Journal Number # 2026-2-452 *Date Executed:* 11/13/2025

A transfer of funds is being requested to the Communication Services account under the Employee Health Clinic cost center. This account currently lacks sufficient funds due to its establishment in the current fiscal year as part of the launch of the new employee health clinic. The clinic has begun receiving invoices for internet services, and the Communication Services account is the appropriate funding source for these expenses.

To address this shortfall, the Contract Services account within the same cost center has been identified as the source of funds. The requested transfer amount is equivalent to twelve times the monthly internet bill, ensuring coverage for the entire fiscal year.

This is considered a non-recurring issue, contingent upon the internet service charges remaining consistent. Moving forward, future budget planning will incorporate the monthly internet expense directly into the Communication Services account to prevent similar funding gaps.

	Fund	Dept	Account	Account Name	Amount
From	5010	161	534101	Contract Serv Other Misc	$5,400
To	5010	161	541101	Communications Services	$5,400

Risk and Benefit Services

Journal Number # 2026-2-1144 *Date Executed:* 11/18/2025

The current expenditure budget appropriation is inadequate due to a one-time increase in costs associated with transitioning to higher quality incident response cards for county vehicles. Historically, these cards were replaced annually upon expiration, incurring recurring expenses. However, this fiscal year, we invested in durable, flexible green cards that do not expire and therefore eliminate the need for annual replacement. While the upfront cost was slightly higher, this change will result in long-term savings. To cover this non-recurring expense, we have identified available funds in the computer hardware account. These funds became accessible because we no longer require a rugged laptop for operations and have opted to replace it with a standard laptop, which is significantly less expensive. The shift in card production was prompted by our new Risk Manager, who recognized that annual reprinting was unnecessary given the static nature of the information, and has committed to reprinting only if policy changes occur.

	Fund	Dept	Account	Account Name	Amount
From	5010	162	552116	Operating Supplies Computer Hardware	$720
To	5010	162	547101	Printing and Binding	$720

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21390 **Agenda Date:** 12/2/2025 **Agenda No.:** 14.3.3.

SUBJECT:
Present Certificates Certifying There Has Been No Election in Marion County Resulting in a Recall of the Racing Permits Held by OBS Real Estate Holdings, LLC doing business as, Ocala Gainesville Poker & Jai Alai, Ocala Breeders' Sales Co., Inc., Ocala Thoroughbred Racing, Inc., and South Marion Real Estate Holdings, LLC Facilities DBA Oxford Downs

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Present Certificates Certifying There Has Been No Election in Marion County Resulting in a Recall of the Racing Permits Held by OBS Real Estate Holdings, LLC doing business as Ocala Gainesville Poker & Jai Alai, Ocala Breeders' Sales Co., Inc., Ocala Thoroughbred Racing, Inc., and South Marion Real Estate Holdings, LLC Facilities DBA Oxford Downs.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS
COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
FACSIMILE (352) 671-5600
WWW.MARIONCOUNTYCLERK.ORG

November 20, 2025

Melanie S. Griffin, Secretary
Florida Department of Business
and Professional Regulation
Division of Pari-Mutuel Wagering
2601 Blair Stone Road
Tallahassee, FL 32399-1035

CERTIFIED MAIL –
RETURN RECEIPT REQUESTED

Re: Racing Permits

Dear Mr. Griffin:

Enclosed please find certified copies of the Certificates of the Marion County Clerk of the Circuit Court and Comptroller certifying that no election has occurred which would result in a recall of the Racing Permits now held by OBS Real Estate Holdings, LLC doing business as Ocala Gainesville Poker & Jai-Alai, Ocala Breeders' Sales Co., Inc., Ocala Thoroughbred Racing, Inc., and South Marion Real Estate Holdings, LLC facilities.

If you have any questions or need further information, please do not hesitate to contact this office.

Yours truly,

GREGORY C. HARRELL
Clerk of the Circuit Court and Comptroller

GCH/dw
Enclosures

Certificate of
CLERK OF CIRCUIT COURT
as Clerk of
The Board of County Commissioners

I, Gregory C. Harrell, being the Clerk of the Circuit Court in and for Marion County, and as such being Clerk of the Board of County Commissioners of said County, do hereby certify that there has been no election in said County resulting in a recall of the Jai-Alai Permit now held by OBS Real Estate Holdings, LLC doing business as Ocala Gainesville Poker & Jai-Alai since the date of its issuance.

WITNESS my hand and official seal as Clerk aforesaid this 20th day of November, A.D. 2025.

(OFFICIAL SEAL)

Gregory C. Harrell
As Clerk of the Board of County Commissioners

Certificate of
CLERK OF CIRCUIT COURT
as Clerk of
The Board of County Commissioners

I, Gregory C. Harrell, being the Clerk of the Circuit Court in and for Marion County, and as such being Clerk of the Board of County Commissioners of said County, do hereby certify that there has been no election in said County resulting in a recall of the Racing Permit now held by Ocala Breeders' Sales Co., Inc. since the date of its issuance.

WITNESS my hand and official seal as clerk aforesaid this 20th day of November, A.D. 2025.

(OFFICIAL SEAL)

Gregory C. Harrell
As Clerk of the Board of County Commissioners

Certificate of

CLERK OF CIRCUIT COURT

as Clerk of

The Board of County Commissioners

I, Gregory C. Harrell, being the Clerk of the Circuit Court in and for Marion County, and as such being Clerk of the Board of County Commissioners of said County, do hereby certify that there has been no election in said County resulting in a recall of the Racing Permit now held by Ocala Thoroughbred Racing, Inc. since the date of its issuance.

WITNESS my hand and official seal as Clerk aforesaid this 20th day of November, A.D. 2025.

(OFFICIAL SEAL)

Gregory C. Harrell
As Clerk of the Board of County Commissioners

Certificate of

CLERK OF CIRCUIT COURT

as Clerk of

The Board of County Commissioners

I, Gregory C. Harrell, being the Clerk of the Circuit Court in and for Marion County, and as such being Clerk of the Board of County Commissioners of said County, do hereby certify that there has been no election in said County resulting in a recall of the Racing Permit now held by South Marion Real Estate Holdings, LLC, DBA Oxford Downs since the date of its issuance.

WITNESS my hand and official seal as Clerk aforesaid this 20th day of November, A.D. 2025.

(OFFICIAL SEAL)

Gregory C. Harrell
As Clerk of the Board of County Commissioners

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21404 **Agenda Date:** 12/2/2025 **Agenda No.:** 14.3.4.

SUBJECT:
Present Regular Report of Utilization for Reserve for Contingencies

INITIATOR:
Audrey L. Fowler, Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the Regular Report of the Utilization of Reserve for Contingencies for the General Fund.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

Marion County Clerk of Court and Comptroller

Board of County Commissioners

Budget Department

Gregory C. Harrell
Marion County Clerk of Court and Comptroller

Post Office Box 1030, Ocala, Florida 34478-1030
19 NW Pine Avenue, Ocala, Florida 34475

Audrey L. Fowler
Budget Director
Telephone: (352) 671-5508

MEMO TO: Gregory C. Harrell, Marion County Clerk of Court and Comptroller

FROM: Audrey L. Fowler, Budget Director

SUBJECT: Report of Utilization of Reserve for Contingencies

DATE: December 2, 2025

Below is the regular report of the Utilization of Reserve for Contingencies for the General Fund.

Please contact me if additional information is needed.

Marion County Board of County Commissioners
Utilization of Reserve for Contingencies - General Fund
Fiscal Year 2025-26

	Date	Description	Balance
Beginning Balance: October 1, 2025			$ 1,924,368
	10/21/2025	Constitutional Officer Salary Adjustment	$ (6,697)
	10/21/2025	America250 Project	(75,000)
Balance:	11/18/2025		$ 1,842,671
Proposed:	12/02/2025	Aid to Private Organization Humane Society, VOCAL, and Sheltering Hands	$ (150,000)
Tentative:	12/02/2025		$ 1,692,671

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21406 **Agenda Date:** 12/2/2025 **Agenda No.:** 14.3.5.

SUBJECT:
Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinance 25-42 (Corrected) with the Secretary of State's Office

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinance 25-42 (Corrected) with the Secretary of State's Office.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
WWW.MARIONCOUNTYCLERK.ORG

TO: Marion County Board of County Commissioners

FROM: Gregory C. Harrell, Clerk of Circuit Court and Comptroller

DATE: December 2, 2025

RE: Corrected Ordinance 25-42

The 2013 Legislature passed legislation that changed the manner by which County Ordinances were to be filed with the Florida Department of State and the manner in which the Department would acknowledge that filing. "An Act relating to paper reduction", Chapter 2013-192, amended Section 125.66, Florida Statutes, to require the Clerks of the Board of County Commissioners to file Ordinances and Amendments, as well as Emergency Ordinances, by e-mail to the Department. In turn, the Department would acknowledge receipt of such documents by return e-mail.

Attached, please find e-mail correspondence from the Clerk's Office to the Department and their acknowledgement related to the above Ordinance(s).

GCH/dl

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

November 21, 2025

Gregory C. Harrell
Clerk of Court
Marion County
P.O. Box 1030
Ocala, FL 34478-1030

Dear Gregory Harrell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Marion County Corrected Ordinance No. 25-42, which was filed in this office on November 20, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

Susan Mills McAllister

From: County Ordinances <CountyOrdinances@dos.fl.gov>
Sent: Friday, November 21, 2025 09:18 AM
To: Debra Lewter; County Ordinances
Cc: Debra Windberg; Susan Mills McAllister; Jared Thornton
Subject: RE: MRN20250915_ORDINANCE_2025-42 - CORRECTED
Attachments: Marion20251120_Ordinance25_42_Ack (CORRECTED).pdf

Good morning,

Attached is the acknowledgement letter for Marion County Corrected Ordinance 25-42.

Thank you,

David Parrish
Government Operations Consultant II
Office of the General Counsel
Department of State
Room 701 – The Capitol – Tallahassee, FL
P: (850) 245-6270

From: Debra Lewter <DebraL@marioncountyclerk.org>
Sent: Thursday, November 20, 2025 2:05 PM
To: County Ordinances <CountyOrdinances@dos.fl.gov>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Susan Mills McAllister <SusanM@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: MRN20250915_ORDINANCE_2025-42 - CORRECTED

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good afternoon Ms. Grosenbaugh,

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of the ***corrected*** Marion County Ordinance 25-42, which includes Resolution 25-R-354. Also included is the Interdepartmental Correspondence Letter advising of the scrivener's error. The Ordinance was adopted by the Marion County Board of County Commissioners on September 15, 2025 and was originally filed in your office on September 23, 2025.

Please advise our office of the date on which this corrected Ordinance is received or should you need anything further.

Thank you in advance for your cooperation in this matter.

Sincerely,

Debra Lewter
Clerk, Commission Records
352-671-5620 | DebraL@marioncountyclerk.org
Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
PO Box 1030, Ocala FL 34478-1030
352-671-5604 | www.marioncountyclerk.org
"Here to serve and protect the public trust"

Debra Lewter

From: Debra Lewter
Sent: Thursday, November 20, 2025 02:05 PM
To: CountyOrdinances@dos.myflorida.com
Cc: Debra Windberg; Susan Mills McAllister; Jared Thornton
Subject: MRN20250915_ORDINANCE_2025-42 - CORRECTED
Attachments: MRN20250915_ORDINANCE_2025-42 - CORRECTED.pdf; MRN20250915_ORDINANCE_2025-42 - CORRECTED MEMO.pdf

Good afternoon Ms. Grosenbaugh,

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of the ***corrected*** Marion County Ordinance 25-42, which includes Resolution 25-R-354. Also included is the Interdepartmental Correspondence Letter advising of the scrivener's error. The Ordinance was adopted by the Marion County Board of County Commissioners on September 15, 2025 and was originally filed in your office on September 23, 2025.

Please advise our office of the date on which this corrected Ordinance is received or should you need anything further.

Thank you in advance for your cooperation in this matter.

Sincerely,

Debra Lewter

From: Debra Lewter
Sent: Thursday, November 20, 2025 02:12 PM
To: municodeords@civicplus.com
Subject: Marion County Corrected Ordinance 25-42
Attachments: 09-15-25 Ordinance 25-42 - ZONING - CORRECTED.docx; 09-15-25 Resolution 25-R-354 - 250907ZP Williams Family Trust PUD - CORRECTED.docx; MRN20250915 _ORDINANCE_2025-42 - CORRECTED MEMO.pdf

Good afternoon,

Attached is corrected Ordinance 25-42, along with corrected Resolution 25-R-354. Please advise of any issue opening the attachment.

Marion County
Board of County Commissioners

Growth Services ▪ Planning & Zoning

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

INTERDEPARTMENTAL CORRESPONDENCE

MEMO TO: Debra Lewter-Deputy Clerk, Commission Records Division

FROM: Kenneth Weyrauch, Deputy Director KW

DATE: October 28, 2025

SUBJECT: Scrivener's Errors on Ordinance 25-42

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of the corrected Marion County Ordinance 25-42. The Ordinance was adopted by the Marion County Board of County Commissioners on September 15, 2025, and was originally filed in your office on September 23, 2025.

The Resolution 25-R-354 that was adopted September 15, 2025, and had scrivener's errors; Tables include proposed uses and Condition #2 states 'national' foliage, but should say 'natural' as well as not addressing the no touch buffer requirement, these have now been added to correctly reflect the application that was approved.

Attached is a copy of the original adopted Ordinance 25-42, the original adopted Resolution 25-R-354, and the corrected Ordinance 25-42 and Resolution 25-R-354.

CORRECTED
ORDINANCE NO. 25-42

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING REZONING APPLICATIONS AND AUTHORIZING IDENTIFICATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Marion County, Florida (Board), is responsible for and has established the zoning of parcels of property in the unincorporated area of Marion County as reflected on the official Zoning Map, and

WHEREAS, property owner(s) have submitted petition(s) for rezoning, and such applications identify the property by metes and bounds description or by the Marion County Property Appraiser parcel number, and such identifications of property are hereby incorporated into this ordinance by reference, and

WHEREAS, the Board has considered the recommendations of the Marion County Planning and Zoning Commission and has conducted the necessary public hearing, and has approved the applications contained in this ordinance. Now therefore,

BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. REZONING APPROVALS. The Board hereby approves the below-listed applications for Rezoning. NOTE: The terms and conditions of Board approvals of the Planned Unit Developments are stated in the Board Resolution corresponding to each Planned Unit Development Petition shown below.

1. **AGENDA ITEM 1.1.2. 250904ZC** – Richard Taylor, Zoning Change from Single-Family Dwelling (R-1) to Community Business (B-2), for all permitted uses, 2.38 acre parcel, on Parcel Account Number 1470-002-005, no address assigned.

2. **AGENDA ITEM 1.2.4. 250907ZP** – Wilbert & Juanita Williams, Trustees of the Williams Family Trust, and Starlin & Cora Martin, and Homestead Villas, LLC, Zoning Change from General Agriculture (A-1) and Mixed Residential (R-4) to Planned Unit Development (PUD) to allow for 25 duplexes for a total of 50 dwelling units, 12.77 acre tract, on Parcel Account Numbers 23303-002-00, 23303-000-04, and 23204-002-00, site address 550 NW 73rd Terrace, Ocala, FL 34482.

Subject to all terms and conditions of Resolution 25-R-354 attached hereto and incorporated herein by reference.

SECTION 3. EFFECTIVE DATE. A copy of this Ordinance as enacted shall be filed by the Clerk of the Board by email with the Office of the Secretary of State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon receipt of official acknowledgment from the Secretary of State that this Ordinance has been filed with such office.

DULY ADOPTED in regular session this 15TH day of SEPTEMBER 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

GREGORY C. HARRELL, CLERK

KATHY BRYANT, CHAIRMAN

RECEIVED NOTICE FROM SECRETARY OF
STATE ON NOVEMBER 21, 2025 ADVISING
ORDINANCE WAS FILED ON NOVEMBER 20, 2025.

CORRECTED
RESOLUTION NO. 25-R-354

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A PLANNED UNIT DEVELOPMENT ON A 12.77 ACRE TRACT FOR WILBERT & JUANITA WILLIAMS, TRUSTEES OF THE WILLIAMS FAMILY TRUST, AND STARLIN & CORA MARTIN, AND HOMESTEAD VILLAS, LLC, ZONING CASE NUMBER 250907ZP; PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application for a Planned Unit Development was duly filed with the Growth Services Department and considered by the Marion County Planning and Zoning Commission at its meeting on August 25, 2025; and

WHEREAS, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida, at its meeting on Monday, September 15, 2025. Now therefore,

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. PLANNED UNIT DEVELOPMENT APPLICATION 250907ZP – Wilbert & Juanita Williams, Trustees of the Williams Family Trust, and Starlin & Cora Martin, and Homestead Villas, LLC, the application requesting a Planned Unit Development, Articles 2 and 4 of the Marion County Land Development Code, as submitted by Fred N. Roberts, Ocala, FL 34471, to allow for 25 duplexes for a total of 50 dwelling units, on an approximately 12.77 acre tract, on Parcel Account Numbers 23303-002-00, 23303-000-04, and 23204-002-00, site address 550 NW 73rd Terrace, Ocala, FL 34482.

SECTION 2. FINDINGS AND DEVELOPMENT CONDITIONS. The Board of County Commissioners has considered the recommendation and findings of the Growth Services staff and the Planning and Zoning Commission regarding approval of the Planned Unit Development, and following public comment, the Board agrees with those affirmative findings and approves the Planned Unit Development subject to the following development conditions:

1. The PUD shall comply with the PUD Development Setbacks listed in Table 2 below

Table 2. Setbacks (in feet)	
Location	**Minimum Setback**
Front	20'

Rear	10'
Side	10'

2. The PUD shall comply with the PUD Development Buffers listed in Table 3 below and as listed within the buffering plan provided. Modified B-Type buffers shall utilize existing foliage where available. Areas on the conceptual plan labeled with "N" will be a 20' wide no touch modification to the buffer. The modified C-Type buffer shall also include a three or four board fence.

Table 3. Buffers

Direction	Adjoining Use	Buffer Type
North	Single-Family Residential	Modified B-Type
South	Single-Family Residential	Modified B-Type
East	Single-Family Residential	Modified C-Type
West	Single-Family Residential	Modified B-Type

3. The PUD shall be limited to a maximum of 50 duplex multi-family units.
4. The PUD shall be developed consistent with the PUD Conceptual Plan and PUD Standards provided, dated May 2025 and attached hereto as Exhibit "A" and Exhibit "B" respectively.
5. The PUD development shall establish and maintain a master property owner association to oversee and manage the development's operation and maintenance of its supporting infrastructure, amenities, and architectural standards. Further, the PUD development shall comply with Marion County LDC Section 6.3.1.F(1) to
   a) establish and be subject to a suitable special district [e.g., CDD, other State-recognized government district, or a Marion County established special district (e.g., MSBU and/or MSTU)] and shall not be
   b) eligible to seek an LDC Waiver for such establishment. Requirements provided as a result of the approved Impact Statement must be completed prior to the review of this PUD proposal by the Board of County Commissioners.
6. NW 73rd Terrace will be paved north from the end of the existing pavement established with the development of the "Home Away" communities, to the north end of the site's entrance as part of the development and construction of the PUD. The PUD Developer shall be responsible for completing the required extension of NW 73rd Terrace to include design, construction, and paving to County specifications, wherein the plans for the extension of NW 73rd Terrace shall be submitted for review and approval as an offsite improvement plan consistent with the LDC with the construction of the extension to NW 73rd Terrace being certified as completed per the LDC prior to the issuance of any final inspection for any residential dwelling unit in the PUD.
7. The DRAs will be required to hold the total stormwater runoff volume generated from the 100-year, 24-hour storm event, with no off-site discharge.
8. The PUD site must comply with the County's LDC lighting standards that require lighting to be shielded so as not to cast direct lighting off-site, and a photometric plan must be provided during major site plan review to ensure no negative impacts to neighboring parcels.
9. The PUD must meet the LDC requirement of a minimum of 20% improved open space.

SECTION 3. COMPLIANCE/REVOCATION. Violation or failure to comply with one or more conditions of this Planned Unit Development shall be grounds for code enforcement action and/or repeal, in part and/or total, as related to this Planned Unit Development by the Board at a noticed public hearing.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon the effective date of this Zoning Change's corresponding Rezoning Ordinance, No. 25-42.

DULY ADOPTED in regular session this 15th day of September, 2025.

ATTEST:

GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

KATHY BRYANT, CHAIRMAN

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21391 **Agenda Date:** 12/2/2025 **Agenda No.:** 14.4.1.

SUBJECT:
Land Development Regulation Commission - October 1, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Land Development Regulation Commission - October 1, 2025.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

The Marion County Land Development Regulation Commission met on October 1, 2025, at 5:30 p.m. in the Board of County Commissioners Auditorium, 601 SE 25th Avenue, Ocala, Florida.

CALL TO ORDER

Chairman David Tillman called the Meeting to Order at 5:33 p.m.

ROLL CALL & PLEDGE OF ALLEGIANCE

Rebecca Brinkley called roll, and the quorum was confirmed.
Board members present were Chairman David Tillman, Vice Chair Gene Losito, Christopher Howson, Robert Stepp, and Erica Larson.

Chairman David Tillman led the Pledge of Allegiance.

Staff members present were Chief Assistant County Attorney Dana Olesky, Assistant County Administrator Tracy Straub, Growth Services Director Chuck Varadin, Development Review Coordinator Elizabeth Madeloni, Senior Planner Chris Rison, Planner Sarah Wells, County Engineer Steven Cohoon, Parks and Recreation Director Jim Couillard, Project Assistant & Certified Arborist Susan Heyen, Administrative Manager Nate Mittler, and Staff Assistant Rebecca Brinkley.

There were members of the public present.

ACKNOWLEDGEMENT OF PROOF OF PUBLICATION

Rebecca Brinkley read the Proofs of Publication and advised that the meeting was properly advertised.

1. ADOPT THE FOLLOWING MINUTES

LDRC Board Member Robert Stepp made a motion to adopt the minutes from the September 17, 2025, meeting. The motion was seconded by Board Member Gene Losito. The motion passed unanimously (5-0).

2. SCHEDULED ITEMS

2.3 PUBLIC HEARING: Presentation and Consideration of the Marion County Land Development Code (LDC) Amendments to Review and Update Section 4.2.2 General Requirements for all Agricultural Classifications

Chris Rison, Senior Planner, opened the discussion regarding this item.

There were no additional recommendations or comments from the LDRC Board Members.

There was no public comment provided.

LDRC Board Member Gene Losito made a motion to recommend approval as presented to the Board of County Commissioners. Motion was seconded by Board Member Christopher Howson. Motion passed unanimously (5-0).

2.4 PUBLIC HEARING: Presentation and Consideration of the Marion County Land Development Code (LDC) Amendments to Review and Update Section 4.3.12 Roadside Vendors

Chris Rison, Senior Planner, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

The following members of the public spoke during Public Comment:

Rabbi Jay Bar Levy – 16386 SW 53rd Place, Ocala

- Opposed, states this will negatively affect the Jewish population due to the absence of kosher food in the county. Asks that an exemption be added for religious entities. States they have to bring in food trucks that serve kosher food from outside the county to feed the Jewish population.

Kevin Hudson – 195 SW 84th Lane, Ocala

- Expressed concerns regarding the number of trucks he is allowed to have on his property and whether this language will affect him.

Luis Betances – 14191 S US Hwy 301, Summerfield

- Was involved with a previous food truck case addressing a more permanent type of food truck business, and is concerned about how this language will affect his food truck and his business costs.

Hector Benitez – 1451 SE 160th Street, Summerfield

- States he is on private property and asks if tents and tables will be allowed. Asks for clarification on the difference between a temporary vendor and a roadside vendor.

Wesley Valentin – 4145 SW 134th Street, Ocala

- Opposed, states he is trying to grow his business but feels food trucks are getting too much pressure placed on them. States being required to remove everything every day disadvantages their business and leads to spillage and breakage, which costs them money. States not being allowed to have tables and tents hurts their business.

Ailen Quintana Leje – 4763 SW 138th Lane, Ocala

- States she is being asked to remove her food truck from its current location and feels her rights are being taken away. Feels the rules are not clear.

Leanny Garcia – 12750 SW Highway 484, Dunnellon

- States her land is zoned A-1, and she currently has one food truck on her land and would like to add a second one. She asked if the proposed language would prevent the addition of a second truck.

The Board agreed that more discussion on the language was needed, and the item should be brought to a future workshop.

LDRC Board Member Robert Stepp made a motion to bring the item back to a future workshop. Motion was seconded by Board Member Erica Larson. Motion passed unanimously (5-0).

LDRC Board Member Gene Losito left the meeting at 6:35 p.m. and was not present for the remainder of the items on the agenda.

2.1 PUBLIC HEARING: Presentation and Consideration of Revisions to the Marion County Land Development Code (LDC) Amendments to Review and Update Article 1 Administration, Division 2 - Definitions

Chris Rison, Senior Planner, opened the discussion regarding this item.

Jessica Icerman, attorney for the applicant, presented this item.

There were no additional recommendations from the LDRC Board Members.

There was no public comment provided.

Board Member Robert Stepp abstained.

LDRC Board Member Christopher Howson made a motion to recommend approval as presented to the Board of County Commissioners. Motion was seconded by Board Member Erica Larson. Motion passed unanimously (3-0).

2.2 PUBLIC HEARING: Presentation and Consideration of Revisions to the Marion County Land Development Code (LDC) Amendments to Review and Update Article 4 Zoning, Division 4 – Advertising Signs, Section 4.4.4

Chris Rison, Senior Planner, opened the discussion regarding this item.

Jessica Icerman, attorney for the applicant, presented this item.

There were no additional recommendations from the LDRC Board Members.

There was no public comment provided.

Board Member Robert Stepp abstained.

LDRC Board Member Christopher Howson made a motion to recommend approval as presented to the Board of County Commissioners. Motion was seconded by Board Member Erica Larson. Motion passed unanimously (3-0).

The Public Hearing portion of the meeting was adjourned. Immediately following the LDRC workshop started.

2.5 WORKSHOP: Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Section 2.19 Final Plat

Steven Cohoon, County Engineer, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

There was no public comment provided.

Mr. Cohoon noted items that need to be followed up on. The Board agreed that more discussion on the language was needed. Mr. Cohoon will make edits to the verbiage and bring the item back to a future workshop.

2.6 WORKSHOP: Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Section 6.3.1 Final Plat Notes and Certification

Steven Cohoon, County Engineer, opened the discussion regarding this item.

LDRC Board Members voiced their recommendations and comments regarding the current language.

There was no public comment provided.

Mr. Cohoon noted items that need to be followed up on. The Board agreed that more discussion on the language was needed. Mr. Cohoon will make edits to the verbiage and bring the item back to a future workshop.

2.7 WORKSHOP: Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Article 6 Division 7 Tree Protection and Replacement

Due to time constraints, this item was not addressed and is postponed to a future meeting.

2.8 WORKSHOP: Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Article 1, Division 2, Definitions, Add New Section 4.3.28 – Fly In Communities, and Add New Section 4.3.29 – Private Airports

Chris Rison, Senior Planner, explained that this item was removed from the agenda and will be brought back at a later date. No action is required at this time.

3. NEW BUSINESS

3.1 Upcoming First BCC Public Hearing

Due to time constraints, this item was not addressed. However, during the Public Hearing portion of the meeting, Chris Rison, Senior Planner, provided the scheduled dates and times for the upcoming BCC Public Hearings.

ADJOURNMENT

The workshop adjourned at 6:53 p.m.

Attest:

David Tillman, Chairman

Rebecca Brinkley,
Staff Assistant

Land Development Regulation Commission Attendance Report

2025		January 15	February 5	February 19	March 5	March 19 – No Quorum	March 26	April 2	April 16	May 7	May 21 – PH & WS	June 4	June 18	July 2	July 16	July 23 – PH	August 6	August 20 – PH & WS	September 3 – Canceled	September 17	October 1 – PH & WS	October 16	November 5	November 19	December 3	December 17
Chris Howson	Board Member	X	X		X	-	X	X	X	X		X	X	X	X			X	-	X	X					
James Stockton, III *Board Duties Ended as of 8/19/25	Board Member					-												-	-	-	-	-	-	-	-	-
Gene Losito	Board Member	X			X	-	X	X	X		X		X	X		X			-		X					
Jonny Heath	Board Member		X	X	X	-					X				X				-							
Richard Busche	Board Member	X	X	X	X	-	X	X	X		X			X	X	X	X	X	-							
Robert Stepp	Board Member		X	X	X	-	X		X			X			X		X	X	-	X	X					
David Tillman	Board Member	X	X	X	X	-	X	X		X	X	X		X	X	X	X	X	-		X					
Erica Larson *Appointed Full Board Member as of 9/16/25	Board Member	*		*	*	-	*	*		X		X	X		*	X		*	-	X	X					

- N/A

X Present; attendance is counted towards quorum

* Alternate Present; attendance not counted towards quorum

Updated 10-01-25 rb

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21392 **Agenda Date:** 12/2/2025 **Agenda No.:** 14.4.2.

SUBJECT:
Local Mitigation Strategy Steering Committee - November 1, 2023, and July 17, 2024

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Local Mitigation Strategy Steering Committee - November 1, 2023, and July 17, 2024.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY STEERING COMMITTEE MEETING

MINUTES
November 01, 2023

A public hearing of the Marion County Local Mitigation Strategy Committee was held on November 1, 2023 at 10:00am in the Marion County Growth Services Training Room, 2710 E. Silver Springs Boulevard, Ocala, Florida.

The meeting was called to order at 10:23 am. Members present creating a quorum were: MCSO Emergency Management Preston Bowlin, Marion County BCC - Fire Ken McCann, City of Belleview Bob Titterington, City of Ocala Lawrence Doerffel, Ocala Metro Chamber & Economic Partnership (CEP) Tamara Fleischhaker, Ocala - Marion County Association of Realtors (OMCAR) Darlene Younce, Salvation Army Major Phillip Irish, HCA – Ocala Hospital Samuel Peppard and Marion County Citizen Marya Latson. Staff members present were: Transportation Planner Kenneth Odom and Staff Assistant Darlene A. Pocock.

Preston Bowlin led the Pledge of Allegiance.

Kenneth Odom requested that nominations be taken for a Chairman Pro Tem, as both the LMS Chairman and Vice Chairman were absent. A motion for approval passed 9 to 0 for nominee Preston Bowlin to act as Chairman Pro Tem during this November 1, 2023 meeting.

It was noted that the meeting met the Sunshine Law requirements and Posting of Notice can be found on the Marion County Website. (Dated 10-20-2023)

1. ACTION ITEMS:

1.1 Review and Approval of Project #2302-02

Marion County Environmental Services has submitted a new project to allow for the addition of five portable back-up generators into their inventory.

Kenneth Odom presented the project to the committee and explained the corresponding documents for the record.

Preston Bowlin made a motion to **Approve.**
Ken McCann made the motion to second.

Motion to Approve - Passed 9-0

1.2 Update Priority Projects List

Review scoring and staff recommended position of project #2302-02 in the Priority Projects List.

Kenneth Odom explained that once formal approvals/official declarations are received some projects will be removed from the current list. It was noted that the communication tower should be a 1st priority. Ken Odom stated that he will put a call into Tallahassee and check to see where in the review process this falls.

Preston Bowlin made a motion to **Approve.**
Tamara Fleischhaker made the motion to second.

Motion to Approve - Passed 9-0

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY STEERING COMMITTEE MEETING

2. DISCUSSION ITEMS:

2.1 *Hurricane Mitigation Grant Program Update*

2.2 *R2C Risk & Vulnerability Advisory Committee*

Discussions and Presentation given by Ken Odom and included the following noted issues/items:

- Obligations
- Vulnerable or most frequently being in disaster area to be identified
- 10% to 25% change – Define all requirements, statements and protections. Will bring back more information when it arrives – New programs – not enough documentation at this time – Legislation still working on
- Building resilience
- Hurricane Mitigation Grant Program (HMGP) presentation given – Numbers discussed – 500 applications received
- Non-Disaster updates – as all notifications come in, send out to the LMS group so all seen and aware
- Clay Electric contacting LMS – Powerline resiliency – Wants to bury powerlines and protect from wind – Private organization – need to have a collaborative relationship, not private – Trying to set up and go through administrative / contractual (10 million cost estimate)
- SECO – expect Clay to be under same circumstance
- FMA – Dunnellon – Flooding – Is money available for 27th Avenue? – Need something for county to look at and a plan in place with Engineering behind it – Need to approach OCE – Specifically Trinity Catholic area
- Area frequently hit – Flood Controls – Can we nudge OCE to start somewhere – Stormwater and Road – Redesign? – Was raised approximately 25 years ago – could only do for ORW area - Pumping – major into DRA and not big enough
- Critical road – long been ID and as stands and not on a priority list
- Further discussion encourages – Pumps sitting out there at least 8-9 months of the year – Road is used if interstate closed down – if flooded, in accessible – 49th Street Project – 4 lane corridors
- Mitigate FL Annual Report: 5-year update – State has to do the same – Recently contacted by St Johns
- FDEM – annual update – offer comments and make aware that part of this committee – Observations – send to them and help improve the safety – ongoing right now
- On-Site meetings around the state
- FL enhanced State Hazard Mitigation – FL SHMP – all 67 LMS plans have been approved!
- New Liaison – Bridgette Carrillo – Regions 5, 8 ....

- Waiver Program – 350 million – specifically relevant to Hurricane Ian – Reduces match to 1.5% - Has ongoing immediate relief or a trimmed down allocation – will carry to next application

3. **COMMENTS:**

   3.1 **Steering Committee/Work Group Comments**

   3.2 **Public Comments:** There was no one in the audience to bring forward any public comments and the chair closed the public portion of the hearing.

4. **OTHER BUSINESS:** Next scheduled quarterly meeting: Wednesday, January 17, 2024 at 10:00 AM in the Growth Service Building – Training Room

5. **MINUTES:** No meeting minutes were available for approval at this time.

ADJOURNED: The meeting adjourned at 11:01 AM.

J.P. Bowlin For J P Bowlin
Erin Miller, Chair

Date 11/18/25

Attest:

For
Darlene A. Pocock, Staff Assistant IV

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY STEERING COMMITTEE MEETING

MINUTES
July 17, 2024

A public hearing of the Marion County Local Mitigation Strategy Committee was held on July 17, 2024 at 10:00am in the Marion County Growth Services Training Room, 2710 E. Silver Springs Boulevard, Ocala, Florida.

The meeting was called to order at 10:05 am. Members present creating a quorum were: MCSO Emergency Management - Sean Lanier, Marion County BCC - Fire Ken McCann, City of Belleview Bob Titterington, City of Ocala Preston Bowlin, HCA Ocala Hospital - Samuel Peppard, Ocala Metro Chamber & Economic Partnership (CEP) Kelli Holt, Salvation Army Major Phillip Irish, HCA –Staff members present were: Growth Services Transportation Planner Kenneth Odom, Administrative Manager Sage Dick and Staff Assistant Autumn Williams.

Sean Lanier led the Pledge of Allegiance.

It was noted by Sage Dick that the meeting met the Sunshine Law requirements and Posting of Notice can be found on the Marion County Website.

1. ACTION ITEMS:

There were no action items.

2. DISCUSSION ITEMS:

2.1 *Marion County Vulnerability Assessment*

The Office of the County Engineer's Stormwater division is spearheading a county wide Vulnerability Assessment (VA). Vulnerability Assessments are a standardized approach for local and state level government to analyze current and future risk (primarily flood by precipitation in our case) to property (both government and private), critical facilities, and transportation infrastructure. This is required by Florida statutes and grant funding is being provided by FDEP for the initiative.

Ken Odom introduced Christine Vrabic with The Office of the County Engineer's Stormwater division who gave an update, sharing that the Office of the County Engineer's Stormwater division is spearheading a county wide Vulnerability Assessment (VA), focusing on unincorporated areas of Marion County, and the towns of Reddick and McIntosh, with the consultation of Halff Engineering. Christine Vrabic went over a presentation covering key information, points and held time for questions from the committee.

2.2 *FEMA Benefit-Cost Analysis Discount Rate*

Video from FEMA Policy to Practice Series outlining the new discount rate for HMGP and other programs.

Ken Odom discussed FEMA portal and Benefit-Cost Analysis toolkit to assist with application preparation.

2.3 *FEMA Local Grant Resources*

Staff will present a brief overview of the FEMA website update outlining grant opportunities resources for multiple programs and recipients.

Ken Odom discussed FEMA grants available: HMGP, BRIC, Flood Mitigation, as well as Shelter and Service programs. Next Generation Warning System Grant for all communications systems.

2.4 *FDEP Map Direct Gallery*

Staff will present a brief introduction to the MAP Direct Gallery to outline the resource and diversity of tools available to local agencies and municipalities.

Ken Odom discussed MAP Direct Gallery and the diversity of tools and wealth of information available to local agencies and municipalities. He will send links to everyone to utilize this tool.

3. COMMENTS:

3.1 Steering Committee/Work Group Comments

- Sean Lanier mentioned upcoming stormwater project.
- There was discussion about obtaining information for updated contacts for various positions on committee. Ken Odom and staff will work to update contact lists and share.

3.2 Public Comments: There was no one in the audience to bring forward any public comments and the chair closed the public portion of the hearing.

4. OTHER BUSINESS:

Next scheduled quarterly meeting: Wednesday, October 16, 2024 at 10:00 AM in the Growth Service Building – Training Room

5. MINUTES:

No meeting minutes were approved at this time.

MARION COUNTY, FLORIDA
LOCAL MITIGATION STRATEGY STEERING COMMITTEE MEETING

ADJOURNED: The meeting adjourned at 10:31 AM.

Attest:

Sean Lanier for 10/30/25

~~Erin Miller, Chair~~ Date

Sean Lanier, Vice Chair

for

Sage Dick, Administrative Manager

Rebecca Brinkley, Staff Assistant IV

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-21394 **Agenda Date:** 12/2/2025 **Agenda No.:** 14.4.3.

SUBJECT:
Tourist Development Council - October 23, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Tourist Development Council - October 23, 2025.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

Tourist Development Council Regular Meeting

Ocala/Marion County Visitor & Convention Bureau

109 W Silver Springs Blvd.

Ocala, FL 34475

Thursday, October 23, 2025

9:00 a.m.

The regularly scheduled meeting for the Tourist Development Council was held both in person and via Teams.

Mr. Rus Adams read into the record, members of the public are advised that this meeting/hearing is a public proceeding, and the clerk to the board is making an audio recording of the proceedings, and all statements made during the proceedings, which recording will be a public record, subject to disclosure under the public records law of Florida. Be aware, however, that the audio recording may not satisfy the requirement for a verbatim transcript of the proceedings, described in the notice of this meeting, in the event you desire to appeal any decision adopted in this proceeding. Please note the published agenda had a scrivener's error noting the start time as 8am however all communications and Sunshine Notices have the correct time of 9am.

Roll Call

Present:

Jeff Bailey, Christopher Fernandez, Councilmember Barry Mansfield, Bobby Walker, Commissioner Carl Zalak, Rus Adams

Staff:

Loretta Shaffer, Sky Wheeler, DeeDee Busbee, Bryan Day, Corry Locke, Heidi Villagomez, Candace Shelton, Coleen Robinson, Samantha Solomon

Guests:

Dana Olesky, Chief Assistant County Attorney; Isiah Lewis, Downs & St. Germain Research; Elodie Badoual, Miles Partnership; Hayley Radich, Miles Partnership; Ileana Frascone, Miles Partnership; Kyle Rose, Hilton Ocala; Danielle Trees, HITS LLC; Tammy McCann, Marion County Tax Collector's Office; Sarah Thacker, World Equestrian Center, Erin Santangelo, World Equestrian Center; Paresh Chhotu, Holiday Garden Inn, Jason Reynolds; Florida Agriculture Center and Horse Park

Notice of Publication

Notice was published on the County Website on January 29, 2025 and subsequently updated to

include Teams information on March 13, 2025.

Approval of Minutes

A motion was made by Jeff Bailey, seconded by Commissioner Carl Zalak, to adopt the minutes from the September 25, 2025 Tourist Development Council Meeting as presented. The motion was unanimously approved by the council (6-0).

Acknowledgment of Financials – September 2025

A motion was made by Councilmember Barry Mansfield, seconded by Christopher Fernandez, to review and approve September 2025 Financials. The motion was unanimously approved by the council (6-0).

Report From Chair

Introduction of Incoming TDC Member, Bobby Walker

Mr. Rus Adams introduced Bobby Walker, a new member of the Tourist Development Council, representing Canyons Zipline & Adventure Park.

Mr. Adams welcomed Mr. Walker and asked if he had any questions or comments for the Council or the Visitors and Convention Bureau (VCB) staff.

Mr. Walker shared that he was happy to be part of the Council, noting that he represents Canyons Zipline and would be glad to answer any related questions. He expressed enthusiasm about serving on the Council and mentioned that, as a new member, he would likely remain fairly quiet during his first meeting.

Mr. Adams jokingly remarked that he did not expect Mr. Walker to remain quiet in future meetings.

Mr. Walker replied that he was not shy and would contribute more as he became familiar with the Council's proceedings.

Recognition of outgoing TDC Member, Jason Reynolds

Mr. Rus Adams recognized Mr. Jason Reynolds for his contributions to the Tourist Development Council. Mr. Adams thanked Mr. Reynold's for his decision to communicate his scheduling constraints with the Council. Mr. Adams presented Mr. Reynolds with a plaque on behalf of Marion County and the Tourist Development Council, reading:

"Your excellence in leadership is appreciated. Thank you for your dedication and hard work."

Mr. Reynolds expressed his appreciation to the Council and staff, noting that he greatly enjoyed his time on the board. He commended Loretta Shaffer and her team for their outstanding work and explained that his decision to step down was based on scheduling conflicts that prevented him from attending meetings consistently.

Presentation: Short Term Rental Compliance Update, Marion County Tax Collector, George Albright and Deputy Tax Collector, Tammy McCann

Mr. Rus Adams introduced Deputy Tax Collector Tammy McCann, who presented the Short-Term Rental Compliance Update.

Ms. McCann explained that this presentation marked the first time the Tax Collector's Office had provided a fiscal year-end summary, which she hoped the Council would find informative. Ms. McCann advised that Marion County Tax Collector, Mr. George Albright would not be present for the presentation due to a scheduling conflict. She shared that the presentation would include additional details about the RISE Agreement, noting that one of the Council members who had inquired about it was not present. Ms. McCann clarified that, under Florida State Statute, the County Tax Collector serves as an agent for the Florida Department of Revenue (DOR). As such, all financial information related to short-term rentals or other taxable accommodations is confidential. She emphasized that she is legally prohibited from disclosing specific taxpayer information, such as the identity or earnings of individual property owners, as doing so would constitute a misdemeanor offense. Quoting a fellow tax collector, Ms. McCann humorously remarked, "I'm too pretty to go to jail". She stated that this prohibition also extends to disclosing the names of top Airbnb or other short-term rental operators in the county. Ms. McCann assured the Council that all data included in her presentation had been reviewed by their legal counsel to ensure that no identifiable or confidential information was included. She reiterated that the office could only provide generalized data, and that staff members would not share specific taxpayer information with the public.

Mr. Jeff Bailey noted that this confidentiality requirement was similar to STR data reporting practices, where averages may be shared but not individual occupancy or rate details.

Ms. McCann confirmed this, stating that while generalizations can be provided, specific taxpayer data cannot be disclosed. Ms. Tammy McCann continued her presentation with a visual overview of short-term rental activity across Marion County. She displayed a map generated from the Deckard Technologies software, which identifies short-term rental properties throughout the County. Ms. McCann explained that the map groups properties by general area rather than specific parcel information. Notably, there has been significant growth in short term rental properties near World Equestrian Center (WEC), where 322 short-term rentals have been identified, as well as an increasing concentration around Rainbow River. The Deckard software allows the Tax Collector's Office to further drill down into property-level detail and classifies short term rentals using a three-color system: grey being properties that have been identified as short term rentals but the owners of the properties have not been identified, red being properties that have been identified and notified of non-compliance but are not yet in compliance and green being properties that are fully compliant with the county ordinance and are reporting and remitting tax properly. Ms. McCann stated that the system has proven to be highly effective in improving compliance and tracking short-term rental activity countywide.

Mr. Bailey inquired about enforcement efforts concerning properties identified in red.

Ms. McCann responded that her office continues to pursue those properties actively. She shared that the Tax Collector's Office recently redesigned its notification letters to use firmer language, especially in the third and final notice, which strongly urges property owners to comply. She noted that some recipients initially mistake the letters for scams but typically follow up once they

verify the legitimacy of the notice.

Mr. Bailey asked whether the presentation included totals or percentages showing the number of identified short-term rentals, those in compliance, and those remaining out of compliance.

Ms. McCann stated that while the current presentation did not include those percentages, future updates could include that level of detail.

Mr. Bailey added that he was interested in understanding how much overall progress had been made in improving compliance rates.

Commissioner Carl Zalak inquired whether the data included campgrounds or other similar accommodations and requested clarification on how state statute applies to such properties.

Ms. McCann confirmed that campgrounds are included in the dataset. She explained that, under Florida Department of Revenue guidelines, a property is exempt from the Tourist Development Tax if more than 50% of its sites are rented on a long-term basis.

Commissioner Zalak commented that there had been past discussions at the state level about making such exemptions easier to obtain, citing concerns that this was being tied to affordable housing legislation. He emphasized that such changes could negatively impact tourism revenue and suggested that Marion County, along with its Restaurant and Lodging Association, should consider opposing any proposed legislation that broadens these exemptions.

Mr. Bailey noted he was documenting that recommendation during the meeting. He also asked what is considered a long-term rental.

Ms. McCann answered that long-term rentals are defined as any rental which takes place for six months and one day or longer.

Commissioner Zalak further stated that, given the large number of RV sites in Marion County, these exemptions likely remove several hundred units from the county's active tax roll.

Ms. McCann agreed and added that many local RV parks operate a mix of RV sites and mobile homes or cottages, which further complicates classification under state tax regulations.

Ms. Dana Olesky provided clarification on the applicable Florida Statute regarding exemptions for trailer camps, recreational vehicle parks, and mobile home parks. She explained that when more than 50% of the total rental units within such a property are occupied by tenants who have continuously resided there for more than three months, the property owner may file for an exemption from the Tourist Development Tax.

Commissioner Carl Zalak noted that this confirmed a recent legislative adjustment, which reduced the qualifying threshold from six months to three months.

Ms. McCann further explained that the exemption is not automatic; property owners must formally file with the Florida Department of Revenue to receive the exemption. Once the Department of Revenue processes the request, either the Department of Revenue or the property itself provides written verification to the Marion County Tax Collector's Office

confirming that the exemption has been granted.

Commissioner Carl Zalak inquired about how the Marion County Tax Collectors Office and Department of Revenue would be updated if the status of a property were to change.

Ms. McCann advised that she was unsure but assumed the property owner would be required to notify the Department of Revenue of any changes in their exemption status.

Ms. Dana Olesky further clarified that the Florida State Statute does require that a mobile home park has at least ten or more mobile home lots be rented or leased for a period of at least one year along with other nuances related to the type of property that is being rented. The language also applies to trailer camps, recreational vehicle parks and mobile home parks exempt certain mobile home lots which are taxable.

Commissioner Carl Zalak stated that his main concern was ensuring that, from a tourism standpoint, any discussion surrounding exemptions for recreational vehicle parks or mobile home parks does not become tied to affordable housing legislation. He cautioned that if this issue becomes wrapped up in affordable housing, emphasizing that such a change would have a greater impact on hoteliers and the collection of tourist development tax than even the effects of Airbnb or other short-term rental platforms.

Ms. McCann presented a slide provided by Deckard Technologies showing the types and platforms of short-term rentals identified throughout Marion County. She noted that the majority of listings were found on Airbnb and VRBO, though several lesser-known platforms had also been identified, including one called Hipcamp. Ms. McCann explained that Hipcamp was unknown to her until a resident called about it, describing it as a barter-style system where, for example, an individual might rent out an RV site in exchange for purchasing products, such as soap, from the host. She reported that there were currently 117 Hipcamp listings identified in Marion County.

Commissioner Carl Zalak asked whether the entire transaction model for Hipcamp was based on trade.

Ms. McCann responded that this type of arrangement represented a gray area for the Tourist Development Tax, noting that her office was actively consulting with other jurisdictions to determine how similar listings were being handled.

Ms. Oleskly added that Hipcamp listings can include campgrounds, RVs, or tent camping sites, often connected to agritourism properties. She noted examples such as a campground in Fort McCoy offering 103 tent sites and another farm venue that also hosted weddings and agritourism events, such as blueberry farms or small agricultural properties offering overnight stays.

Commissioner Zalak asked whether these types of operations are required to be permitted.

Ms. Oleskly clarified that permitting depends on the nature of the structures. Existing buildings used as part of an ongoing farm operation may fall under agritourism exemptions; however, any new construction, RV hookups, or transitional lodging typically requires a permit and, in some cases, a special use permit.

Mr. Jeff Bailey commented that one Hipcamp property in Lakeland listed 84 sites starting at $50 per night, noting that at that scale, the operation functions similarly to a hotel.

Ms. McCann also mentioned another emerging platform, Campspot, which appeared to operate in a similar manner as Hipcamp by offering RV and camping sites through private landowners.

Mr. Christopher Fernandez added that he had personally used Campspot, explaining that the platform generally promotes private, low-density camping experiences, often featuring one or two secluded sites on rural properties for travelers who prefer nontraditional accommodations.

Ms. McCann continued her presentation, referencing a discussion from a recent Tourist Development Tax Conference regarding RV delivery services. She described a common scenario in which an individual rents an RV and delivers it to a destination, such as Disney's Fort Wilderness Lodge, for a guest's stay. She clarified that in such cases, the tourist development tax is still applicable, and the guest is responsible for paying the tax as part of their stay, since Fort Wilderness Lodge remits the tax on behalf of the rental. The RV owner, however, is not the one paying the tourist tax directly in this arrangement.

Ms. Olesky added that there are several RV rental platforms, such as RV Share and Outdoor RV, that operate under similar models. She noted that some of these platforms do not automatically collect or remit taxes if the RV owner delivers the unit themselves.

Commissioner Zalak asked whether Hipcamp and similar platforms are also required to pay tourist development tax.

Ms. McCann confirmed that they are. She explained that although the classification was initially unclear, any property owner renting space should be paying both the 4% Tourist Development Tax and state sales tax. Ms. McCann concluded this portion of her report by noting that it was interesting to see how these new types of rental arrangements are emerging.

She then transitioned to a review of the enforcement letters sent to property owners. She displayed a chart illustrating the number of letters sent by Deckard Technologies each month since the start of the program. She explained that the blue line represented the first-round letters sent to newly identified property owners. She stated that the first letter had been an introductory notice informing property owners of the county's partnership with Deckard Technologies, but that she had recently revised the letters to reflect the county's changes in registration system, since Deckard's platform was no longer being used for that purpose. When the program first launched in January, 18 letters were issued. By March, the number had risen to 444 letters, followed by 297 in April, 64 in May, 12 in July, and 85 in August. She noted that the increase in August likely reflected seasonal property owners returning to Marion County or listing their homes for rent before leaving for the summer. The yellow line, she explained, represented the second letter which was a more formal notice referencing the Marion County ordinance and outlining violations for unregistered rentals. For the second letter, 393 notices were sent in April, 247 in May, 74 in June, 29 in July, and 26 in August.

Mr. Jeff Bailey asked whether owners who only rent seasonally would receive new letters each

time they relisted their property.

Ms. McCann responded that they should not receive a new first letter once identified.

Ms. Olesky clarified that Mr. Bailey's question referred to seasonal reactivation, where a property stops renting and then resumes during the high season.

Mr. Bailey followed up, asking what happens if a property owner receives all three letters and still fails to comply.

Ms. McCann replied that her office is still developing a process for those cases, but noted that under Florida State Statute, the county is authorized to assess penalties and interest.

Chris Fernandez out at 9:28am

She continued stating that the County can also retroactively collect unpaid Tourist Development Taxes for up to three years if the owner has never been compliant. She added that the red line on the chart represented the third and final letter, which formally warns of potential penalties and back taxes. She reported 341 third letters sent in May, 149 in June, 151 in July, and 31 in August.

Chris Fernandez in at 9:29am

Ms. McCann also reviewed the number of new short-term rental accounts created by month: 13 in February, 11 in March, 79 in April, 115 in May, followed by 58 each in June and July, 20 in August, and 8 in September. She noted that the current total number of registered short-term rental accounts is 1,269. Ms. McCann concluded that the declining number of new accounts likely reflects that most seasonal operators have now been identified, adding that she expects activity to increase again during the winter months when snowbirds return to the area. Ms. McCann continued her presentation by discussing the updates made to the enforcement letters sent to short-term rental property owners. She stated that the letters included in the council's packet reflected a complete overhaul of the previous versions, which were initially designed when the county first contracted with Deckard Technologies. She explained that the original first letter had simply introduced Deckard and explained that the county would be using their platform to identify short-term rental properties. However, it provided limited guidance about the registration process and did not establish a specific timeline for compliance. Ms. McCann said the new version now clarifies that Marion County is not contracted with any third-party platform and that it is the sole responsibility of each property owner to register directly with the Marion County Tax Collector's Office. The letter now specifies a 30-day registration requirement, which had previously not been introduced until the second letter. She explained that if a property owner fails to register within 30 days, a second letter is issued, granting an additional 10 days to comply. The language was also revised from "10 business days" to simply "10 days," since registration can be completed online at any time. Ms. McCann emphasized that the new letters make clear that failure to register is a misdemeanor, and that property owners are personally responsible for compliance, regardless of the online platform they use. She noted that Airbnb, VRBO, and similar companies do not collect or remit local Tourist Development Taxes on behalf of Marion County. She shared that some property owners have disputed this, believing that Airbnb collects all

applicable taxes. However, she has referred them directly to Airbnb's website, which lists the counties in Florida where the company has collection agreements, confirming that Marion County is not included.

Mr. Adams asked whether the county had researched the process for becoming contracted with Airbnb.

Ms. McCann responded that her office had not yet pursued that option. She noted that only 23 of Florida's 67 counties currently have such agreements.

Mr. Adams asked whether those counties were larger or smaller than Marion County.

Ms. McCann replied that it was a mix, citing Lee County and Orange County as examples of counties currently under contract with Airbnb. She added that the contract language was often the reason many tax collectors chose not to participate, explaining that Airbnb's standard terms prohibit counties from conducting audits of their records.

Ms. Olesky added that under Airbnb's current structure, even when the platform collects taxes, the payments are aggregated and reported as a single total, without any breakdown by individual property or location.

Ms. McCann stated that both the Florida Tourist Development Tax Association (FTDTA) and Tourist Development Councils statewide are hopeful that future legislation will require greater transparency from these platforms. She stated that if such a law passes, it could allow counties to receive a single remittance directly from the platforms, simplifying compliance tracking and enforcement. Ms. McCann continued by reviewing the details of the third and final enforcement letter issued to noncompliant short-term rental property owners. She explained that this letter is more strongly worded than the previous notices and serves as the final warning before penalties and interest are applied. In the earlier version of the process, the third letter allowed property owners an additional 30 days to comply. However, under the new structure, that timeframe has been reduced to 10 days following the second letter. Ms. McCann stated that, collectively, a property owner now has a total of 40 days from the time of the initial notification to complete their registration before penalties are assessed. She further explained that once the final 10-day window expires, the county is authorized to implement penalties and interest in accordance with the Marion County Ordinance and Florida State Statute. The applicable interest rate is 11–12% compounded daily over the course of a year, and while the Marion County Ordinance specifies a $10 penalty, the state statute allows for a $50 penalty.

Mr. Adams stated that after reviewing the revised letters, he agreed they were much improved, but had a question regarding the language in the third letter. He read aloud the section stating, "the county will calculate the estimated taxes due including penalties and interest for up to three years if you continue to operate the rental property in noncompliance with Marion County." He asked whether the three-year period referenced in the letter applied retroactively or began after the notice was issued.

Ms. McCann clarified that it applies retroactively.

Ms. Olesky noted that the county had not been pursuing back taxes.

Ms. McCann confirmed that that was correct, adding that Tax Collector George Albright's approach has been to focus on encouraging compliance moving forward rather than penalizing operators for past nonpayment. She noted that most property owners have been grateful for the opportunity to register without retroactive penalties.

Mr. Adams suggested adding the phrase "in arrears" to the third letter for clarity. He explained that doing so would make the language more clear. He also recommended softening the tone slightly to encourage cooperation, noting that the potential of being charged for 36 months of back taxes at once could deter voluntary compliance.

Ms. McCann acknowledged the suggestion, stating that the third letter typically generates the most phone calls from property owners.

Mr. Adams then asked whether any of the letters, particularly the third notice, were sent as registered mail or otherwise required proof of delivery.

Ms. McCann responded that the Deckard system sends all letters, so no certified mail is used for the initial correspondence. However, in cases where her office must issue an invoice directly or pursue long-term delinquencies, she sends registered letters to ensure the recipient receives them. She added that this step is taken when the letter includes a detailed breakdown of taxes owed based on prior reporting history. She concluded this portion of the presentation by asking if there were any additional questions regarding the letters, to which no questions were raised. Ms. McCann transitioned to the next portion of her presentation, reviewing the revenue comparison between fiscal years 2023–2024 and 2024–2025. She stated that overall revenue increased by approximately $700,000 between the two fiscal years. She noted that the first slide represented FY 2023–2024, and the second represented FY 2024–2025, which reflects the first year of implementation with Deckard Technologies beginning on February 28, 2025. Ms. McCann explained that she consolidated all categories of short-term rental properties including mobile homes, individual apartments, and single-family residences into a single reporting group labeled "Short-Term Rentals". She shared that for fiscal year 2023–2024, revenue from short-term rentals totaled $409,730.71. The hotel, motel, and inn category, which continues to serve as the largest contributor to Tourist Development Tax collections due to its higher occupancy volume, generated roughly $4.07 million during that same period. Property management companies, which represent owners renting individual homes but are categorized separately in the county's system, brought in $122,057.53. Meanwhile, RV sites and campgrounds produced $311,333.64, which Ms. McCann noted was slightly lower than short-term rental revenue but higher than the amount collected from property management companies. When comparing those figures to fiscal year 2024–2025, Ms. McCann emphasized the positive impact of the Deckard technology system, explaining that short-term rental revenue rose by approximately $173,000, increasing to $582,731.83. Hotels, motels, and inn collections reached $5.3 million, which she attributed in part to the tourism team's efforts and major events such as Rock the Country, which significantly boosted visitation and overnight stays. Property management company revenue remained consistent year over year, with only a slight decline compared to the prior fiscal period.

Mr. Bailey initiated a discussion by observing that both the property management and RV park categories had shown slight declines compared to the previous year. He noted that, as

Commissioner Zalak had mentioned earlier, there may be value in increasing communication and outreach to campground operators to clarify their obligations and close potential loopholes. Mr. Bailey commended the progress made in short-term rental compliance, remarking that the same approach could yield positive results with RV parks and campgrounds.

Mr. Adams added that some of the year-to-year variance might be the result of reclassification once the new Deckard system was fully implemented. He pointed out that while short-term rental revenue increased by approximately 25%, the decreases in the other categories were comparatively small.

Ms. McCann explained that RV site rentals are fluid by nature, as many individuals may rent a site one year and then sell the property or stop renting the following year. She noted that similar turnover occurs with short-term rentals, where owners frequently sell their homes or relocate, leading to fluctuations in the data. She further explained that some RV owners may transition their properties into property management arrangements if they no longer wish to handle operations themselves, which could account for minor shifts between the two categories. She added that several property owners had sold entirely, choosing to exit the short-term rental market. Ms. McCann reported that total revenue for fiscal year 2024–2025 increased by $784,834.45 compared to the previous fiscal year which exceeded initial expectations. She attributed much of that success to improved compliance and enforcement efforts.

Mr. Adams noted that hotel revenue accounted for approximately 84% of total collections in 2023–2024, which he described as significant, adding that the distribution was "getting closer to that 80/20 rule that applies to so many things."

Ms. McCann agreed, stating that hotels would likely continue to lead revenue collections, especially as new hotel construction particularly long-term stay properties continues.

Mr. Adams thanked Ms. McCann for her thorough and detailed presentation

Ms. McCann concluded by informing the Council that she would be out on leave and therefore unable to attend the November TDC meeting or the December annual meeting, but she planned to return in January. She encouraged members to reach out to her office with any questions in the meantime.

Proposed Tourist Development Council Meeting Dates 2026

Mr. Adams welcomed Ms. Sky Wheeler to discuss potential future Tourist Development Council meeting dates for 2026.

Ms. Wheeler noted that the proposed schedule was included in the meeting agenda packet and followed the typical meeting structure with the exception of the January meeting which was proposed for the third Thursday of the month rather than the fourth as staff would be in Tallahassee for Florida Tourism Day late into the evening on the Wednesday of the fourth week. She noted that since there is no December TDC meeting, but rather the Annual Tourism Industry Meeting, staff felt they could effectively turn around and prepare for a Council meeting by January 15. Ms. Wheeler also noted that the November meeting was proposed for the third Thursday to avoid conflict with the Thanksgiving holiday. She stated that all remaining meetings

would follow the standard cadence. Ms. Wheeler clarified that staff was not seeking a vote at this time, but instead presenting the schedule for review and feedback. The proposed dates would return to the Council in November for formal adoption, providing ample time for members to ensure their calendars align.

Mr. Adams asked if there were any questions or comments regarding the proposed schedule, none were raised. He thanked Ms. Wheeler for the update.

Annual Membership Eligibility Attestations

Mr. Adams asked Ms. Wheeler to present on the Annual Membership Eligibility Attestations.

Ms. Wheeler explained that each Council member had a copy of the Marion County Tourist Development Council Annual Membership Eligibility Attestation form at their seat. She noted that this process originated several years ago as part of the County's response to audit recommendations, which emphasized the importance of maintaining accurate and up-to-date records verifying each member's eligibility to serve in their designated capacity on the Council. Ms. Wheeler requested that members complete the attestations before leaving the meeting so staff could collect and file them for recordkeeping. She added that this step is performed annually around the same time of the year.

Marion County Tourist Development Council Annual Membership Eligibility Attestation forms were completed by Councilmember Barry Mansfield, Mr. Bobby Walker, Mr. Chris Fernandez, Mr. Jeff Bailey and Mr. Rus Adams and submitted for the record.

Mr. Adams thanked Ms. Wheeler for her presentation.

Funding Requests

Mr. Adams welcomed Mr. Corry Locke to present on funding requests.

Fiscal Year 2026 Event Funding Allocations

Mr. Locke advised that there were no bid fee funding requests on the agenda so he would not be reviewing the bid fee funding allocations during the meeting and would focus on the room night generating funding allocations. He advised that there were three proposed funding requests on the agenda, two for HITS, LLC at $10,000 per request and one for American Youth Football (AYF) for $4,000. Mr. Locke advised that the funding requests for HITS, LLC were aligned with the funding guidelines and that the organization would need to achieve the estimated number of room nights in order to receive the requested funding of $10,000. He noted that funding for AYF was previously approved for funding in August, however at that time AYF anticipated hosting a cheerleading competition along with a football competition however, the organization was unable to obtain the required equipment needed to host the cheerleading competition in Marion County and moved the cheerleading portion of the event outside of Marion County thus what would be presented was adjusted to account only for the football competition being hosted in Marion County. Mr. Locke asked if there were any questions. None were raised.

Mr. Adams advised that the voting process had changed to streamline the meeting. He stated that the Council would vote to approve the funding requests presented collectively rather than

as individual items. He asked for members of the Council to voice their opinions on separating the items if they choose to do so. No members expressed a desire to separate the items.

Motion: HITS Ocala Winter Circuit Weeks 4-7 (Room Night Generating) (Requested Funding - $10,000)

Motion: HITS Ocala Winter Circuit Weeks 8-10 (Room Night Generating) (Requested Funding - $10,000)

Motion: Revised AYF Football Southeast Regional Championship (Room Night Generating) (Requested Funding - $4,000)

A motion was made by Councilmember Barry Mansfield, seconded by Christopher Fernandez, to approve the funding requests for HITS Ocala Winter Circuit Weeks 4-7, HITS Ocala Winter Circuit Weeks 8-10 and Revised AYF Football Southeast Regional Championship for recommendation to the Marion County Board of County Commissioners as presented. The motion was unanimously approved by the council (6-0).

Staff Updates

Motion: America 250 – Media and Marketing Plan

Mr. Rus Adams welcomed Ms. Loretta Shaffer to provide staff updates.

Ms. Shaffer began by presenting on the America 250 – Media and Marketing Plan. Ms. Shaffer began by noting that, as discussed at the prior meeting, the America 250 celebration will be a major initiative at the local, state, and national levels. She stated that Marion County is fortunate to have strong support from local and state leadership, including Governor Ron DeSantis, Visit Florida, county administration, and the county Commissioners. Ms. Shaffer stated that the presentation would outline a proposal for a seven-month, multi-channel marketing and public relations campaign , which staff would continue to refine and finalize over the coming months. The purpose of the campaign is to ensure that Ocala/Marion County is among the first destinations in Florida to launch a dedicated America 250 initiative, allowing the community to capitalize early on executing a robust and targeted America 250 campaign. She advised that staff would be seeking approval to spend $500,000 from the tourism reserve line item to fund the campaign. The proposed initiative would promote events and activities scheduled to begin in March and continue through July 4, 2026. Ms. Shaffer advised that the campaign would strategically align with Visit Florida's cooperative program, which offers a 50/50 cost-share match opportunity. This collaboration would also allow staff to maximize exposure during shoulder season months in late spring and early summer, driving both visitation and local participation. She went on to explain that the creative direction of the campaign would have an All-Americana theme, capturing the patriotic spirit of the celebration appealing to first-time visitors and encouraging residents and brand loyalists to get out and experience the destination during this unique time. Staff intended to partner with the local tourism industry stakeholders and the business community to promote destination wide packages, brand awareness, and generate long-term economic impact. Ms. Shaffer noted that Miles Partnership, the County's contracted

marketing agency, would serve as the lead consultant for this project. She shared that Ileana Frascone with Miles Partnership, who is expecting a child, would be joining the meeting remotely to present the campaign overview. Ms. Shaffer concluded by stating that both County staff and the Miles team were prepared to answer any questions from the Council before turning the floor over to Ms. Frascone to present the campaign details.

Mr. Bailey asked if the $500,000 would come from the County's General Fund.

Ms. Shaffer clarified that the funding would come from Tourism Development funds, not from the General Fund.

Mr. Bailey then asked whether the funding would be matched by the state.

Ms. Shaffer explained that while the State of Florida has not yet finalized its America 250 media plan, both the County and Visit Florida share the same media agency, which allows for strategic alignment. She stated that Visit Florida is expected to announce its cooperative advertising opportunities in November, and once those details are available, staff will identify the most cost-effective partnerships that align with Marion County's marketing goals. She noted that Visit Florida's larger budget will likely provide additional co-op opportunities that the County can leverage to extend its campaign reach. Ms. Shaffer added that today's presentation includes new marketing components, some modeled after successful Visit Florida initiatives, and stated that the campaign plan is still being refined. She stated that staff would return to the Council early next year with a detailed breakdown of expenditures once the campaign launches.

Mr. Bailey confirmed that the funding request was for $500,000, not $1 million.

Ms. Shaffer affirmed and stated that the goal is to achieve approximately $1 million in total marketing value through state cost-share opportunities and partnership leverage.

Commissioner Zalak asked whether a project number had been established.

Ms. Shaffer confirmed that it had.

Ms. Ileana Frascone, representing Miles Partnership, joined the meeting remotely and began by expressing appreciation for the opportunity to present, noting that the team was excited to share the campaign update even though they were unable to attend in person. She mentioned that Ms. Elodie had the presentation ready to display and offered to share the Google link with attendees if that would be easier.

Ms. Sky Wheeler responded that the Miles team was welcome to share the presentation if able, and that staff also had the file pulled up on their end.

Ms. Elodie Badoual, representing Miles Partnership, noted that she did not have screen-sharing permission to advance the slides.

Ms. Wheeler confirmed that those settings could not be changed during the meeting and advised that Ms. Candace Shelton would advance the slides for the presentation.

Ms. Ileana Frascone thanked the Council for allowing the Miles Partnership team to join remotely

and expressed enthusiasm about sharing a dedicated media strategy and approach for promoting the America 250th anniversary celebration. She noted that there has been significant national excitement about how destinations across the country plan to celebrate and that it was exciting to see Ocala/Marion County's proactive approach come to fruition. She explained that the purpose of her presentation was to highlight key promotional opportunities for the destination tied to this celebration. Ms. Frascone introduced her team. Joining her as co-presenter was Ms. Elodie Badoual, the Account Director managing the Marion County account. Also supporting behind the scenes was Ms. Haley Radich, the Account Supervisor, who was unable to present due to illness. Ms. Frascone introduced herself as the Vice President of Client Services at Miles Partnership and said she was pleased to represent the team for this important presentation.

Ms. Frascone began with an overview of the America 250 campaign, explaining that the goal is to position Ocala/Marion County as Florida's premier travel destination for patriotic celebration during the late spring and summer shoulder season, helping to generate both community pride and economic development. The campaign will be supported by a $500,000 budget and implemented over a seven-month period, running from January 1 through July 4, 2026. She described the target audiences for the campaign, noting that the primary audience includes leisure travelers aged 25–64, particularly families, couples, multigenerational travelers, and road trippers seeking affordable outdoor getaways. The secondary audience, she said, includes history enthusiasts, equestrian travelers, nature lovers, and regional visitors exploring America 250 heritage routes, national parks, and historic landmarks. Ms. Frascone then described the core campaign strategies which focused on amplifying destination awareness, telling the story of Marion County as an All-American destination, and creating unified messaging across all touchpoints. The campaign will integrate local events, dining, and package offerings, with the ultimate goal of driving economic impact and encouraging repeat visitation. She outlined the three main objectives for the campaign which were to elevate awareness of Ocala/Marion County through emotional storytelling, drive measurable ROI through engagement and visitation that leads to economic growth and generate long-term return on opportunity (ROO) by inspiring community pride, advocacy, and participation that extend beyond the America 250 celebration. Ms. Frascone stated that campaign success would be evaluated through a comprehensive set of performance metrics, with monthly wrap-up reports provided by media partners. The metrics included Awareness KPIs which were impressions, reach, and video completion rates, Engagement KPIs which were click-through rates, content interactions, and landing page visits, Conversion KPIs which were online travel agency (OTA) referrals, bookings, arrival lift, and spending lift and Advocacy KPIs which were social shares, earned media coverage, and partner participation. She also discussed the geographic focus of the campaign, which would remain consistent with previous strategies but with some notable changes. The primary markets will include Florida drive markets such as Orlando, Tampa, Jacksonville, and Tallahassee, excluding Ocala/Marion County itself. The secondary markets will target southeastern drive markets within a 6–9.5-hour drive time, including Atlanta, Savannah, Charleston, Birmingham, and Nashville. Ms. Frascone then turned the presentation over to Ms. Badoual to review the paid media tactics included in the proposed campaign plan, noting that she would return later in the presentation.

Ms. Elodie Badoual began her portion of the presentation by explaining that this section would outline how the paid media strategy comes together for the America 250 campaign. She noted

that the plan being presented represented the big-picture framework, which would continue to be refined and solidified once Visit Florida's co-op program opportunities were finalized, allowing the County to maximize its investment. She explained that the campaign was designed to move travelers through the marketing funnel from awareness to engagement and ultimately to conversion. At the top of the funnel, the campaign would focus on building reach and visibility through digital, out-of-home, and video streaming media. In the middle stage, engagement would be driven through display ads, social media, and native content, encouraging interaction and traffic to the campaign website. Finally, at the conversion level, tactics would focus on online travel agencies (OTAs) and search advertising to move consumers from discovery to booking.

She then transitioned into a review of the media mix, starting with digital advertising, which would provide a consistent campaign presence from January through July. This approach would keep Ocala/Marion County top-of-mind with audiences as they scrolled, streamed, and planned trips particularly ramping up around Memorial Day and July 4th, when travel interest peaks. AdGenuity would be used for connected and display advertising, targeting users engaging with patriotic, event-related, and travel-related content. This always-on placement would run from January to July 1st to keep Ocala/Marion County visible across screens and devices aiding in building awareness. She noted that Smithsonian Media would provide a national storytelling platform, offering both credibility and historical connection through an interactive America 250 map that would feature Ocala/Marion County within a broader historical context. Ms. Badoual advised that Miles Partnership was still reviewing partnership details, but that the Smithsonian collaboration would be a strong fit for enhancing the campaign's credibility. Next, she highlighted partnership with AARP and stated that it would be perfect for reaching snowbirds and active travelers, especially those who love Florida road trips through short adverts in January, March and May all timed around the shoulder season and key planning windows when the audience is looking for travel inspiration. AAA, with its extensive membership base, would complement this effort by promoting Ocala/Marion County's America 250 storytelling across its travel media channels, connecting drive-market travelers during the early spring season. Ms. Badoual continued with an overview of social media and search advertising, which she described as working hand in hand to connect all aspects of the campaign. Social media would drive storytelling and engagement, while search would capture travel intent and drive conversions. These components would run continuously from January through July 1st, utilizing Facebook, Instagram, and YouTube with carousel ads, short videos, and retargeting strategies to maintain visibility once users engaged with the content. Google's Performance Max campaigns would be used to capture searches for Florida trips, patriotic events, and summer road trips, directing users to the dedicated campaign landing page featuring itineraries, things to do, and partner offers. The next focus was out-of-home (OOH) advertising, which Ms. Badoual described as the top-of-funnel driver meant to dominate key highways and travel routes with bold, patriotic creative. Digital billboards would be placed in Orlando, Tampa, Jacksonville, and Gainesville, ensuring multiple points of exposure for travelers headed toward Ocala/Marion County that would also run from January through July. Complementing this effort, a mobile extension would be introduced through Carvertise, deploying a fleet of wrapped vehicles featuring "Road to Ocala" creative and scannable QR codes linking directly to the campaign website. This 12-week campaign would run in high-traffic areas such as Orlando and Tampa, serving as a moving awareness tool.

In addition, LED trucks would be deployed during major weekends and events, such as Memorial Day and local community celebrations, acting as mobile billboards for 5–30 days at a time. Ms. Badoual also discussed the use of audio streaming which would allow for connectivity with people while they are traveling on the road. The messaging would be paired with OOH creative so that travelers hear it, see it and remember it, this would help inspire visitation to turn planning and intent into booked stays. Ms. Badoual advised Miles Partnership was exploring platforms like SiriusXM, iHeart and Spotify for its audio streaming initiatives to reach travelers during drivetime, road trips and streaming moments. Miles Partnership would pair history podcasts, road trip playlists and car ads with OOH presence for full coverage across the entire journey which would reinforce the America 250 messaging. This initiative would run for approximately twelve weeks. Transitioning into the lower-funnel tactics, Ms. Badoual described efforts focused on driving direct bookings from travelers already researching Florida getaways and America 250-related experiences. Through Tripadvisor, Ocala/Marion County would be featured with a sponsored destination page for three months, showcasing events, lodging, and attractions related to the America 250 celebration. Similarly, Expedia would be used to target travelers searching for Florida vacations, redirecting those considering Orlando or Tampa to Ocala/Marion County through creative ad placements and promotional offers. Both campaigns would also run for three months. She then handed the presentation back to Ms. Frascone to continue the discussion.

Ms. Ileana Frascone resumed the presentation to discuss the earned media and public relations (PR) amplification component of the campaign, explaining that this strategy would play a key role in reinforcing mid- and lower-funnel engagement by extending the campaign's reach beyond paid media. She stated that many of the ideas being presented would include content partnerships to drive visitation, build advocacy and deliver long term return on opportunity that would continue beyond the America 250 celebration. She explained that this approach was focused on generating buzz and media coverage, while also driving traveler intent through a mix of owned and earned channels, targeting both Florida and Southeast drive markets. Some of the opportunities under consideration include America 250 satellite media tours, press and media familiarization (FAM) trips, and grassroots advocacy efforts designed to engage both residents and visitors. One such initiative would invite the community to participate in a storytelling campaign centered on the theme "What America Means to Me in Ocala." Ms. Frascone noted that these efforts would be timed along a sample campaign timeline running from late spring through early summer, leading directly into the July 4th events. Ms. Frascone then summarized the four key phases of the integrated media approach. The first phase was to launch and inspire, this initial phase would establish baseline awareness and introduce the America 250 theme in connection with Ocala/Marion County's identity as an All-American destination. The second phase was to engage and educate which would deepen engagement and planning intent through storytelling and interactive content. The third phase was the peak season crescendo which would capitalize on summer travel energy and patriotic pride, encourage bookings, drive attendance and showcase community celebration. The final phase was to sustain and celebrate which would focus on reinforcing advocacy and community pride. She went on to outline the anticipated timeline for campaign execution. Planning and strategy development would occur in November and December, during which the creative concepts, campaign framework, and media planning would be finalized. Production would begin in December, quickly followed by campaign activation in

January , when the first wave of paid media would launch. The peak season, from May through July, would capture the summer visitation period and culminate with the July 4th "crescendo". The campaign would conclude at the end of July, with a comprehensive performance report and return-on-investment summary. Ms. Frascone closed by expressing gratitude to the Council for their time and engagement, noting that both she and the Miles Partnership team were available to answer any questions.

Mr. Adams thanked the presenters for a well-thought-out and detailed presentation. He then opened the floor for questions from the Council.

Mr. Bailey inquired about the Carvertise mobile advertising component, asking how the program functioned in practice. He questioned whether the cars were driven by county staff or if the vehicles were specifically contracted for the campaign. He added that, from a public perspective, seeing a wrapped vehicle might not immediately appear as an official advertisement.

Ms. Badoual explained that the program utilized a fleet of wrapped vehicles, typically between five and ten cars, that were both driven and strategically parked around major events to maximize visibility. The campaign team would coordinate with event organizers to ensure that the audiences at those venues matched the target demographics. The vehicles would display the campaign's creative design and include QR codes that linked directly to the America 250 campaign landing page, allowing audiences to access more information.

Ms. Wheeler added further detail, noting that the cars were typically rideshare vehicles. As passengers were picked up and dropped off in geofenced event areas, the campaign's technology would allow for retargeted digital ads to be served to those passengers later on. She explained that the program was highly effective and that the County had recently won a Flagler Award for its use of this strategy. She added that the campaign provided a strong return on investment.

Ms. Frascone added that Carvertise also implemented what they call a "swarm" activation, in which multiple vehicles gather in one location during high-profile or strategically aligned events such as major sports or entertainment gatherings.

Ms. Wheeler noted that the County had used this "swarm" strategy at several recent events, including the Arnold Palmer Invitational and a sold-out Orlando Magic game at the Kia Center when LeBron James was playing, which created significant visibility for the campaign.

Ms. Loretta Shaffer shared a letter from Mr. Danny Gaekwad, noting that he was currently out of the country but had expressed his full support for the America 250 Media and Marketing Plan. In his letter, Mr. Gaekwad noted that he serves on both the Visit Florida Board and Tourist Development Council, commended the proposed initiative and recognized Visit Florida's continued partnership with Destination Marketing Organizations (DMOs) across the state. He emphasized the importance of highlighting Florida's hidden gems, particularly those in Central Florida, and conveyed his enthusiasm for the opportunities this campaign would bring to Ocala/Marion County. Ms. Shaffer added that Mr. Gaekwad had reviewed the proposal and was fully informed and aligned with the plan.

A copy of the Marion County - America 250 - Media Strategy presentation deck was submitted

for the record.

A motion was made by Jeff Bailey, seconded by Christopher Fernandez, to approve the funding for the America 250 – Media and Marketing Plan, not to exceed $500,000 for recommendation to the Marion County Board of County Commissioners as presented. The motion was unanimously approved by the council (6-0).

Commissioner Carl Zalak provided an update to the Council on broader America 250 initiatives being coordinated by Marion County. He began by explaining that, as part of the county's efforts to celebrate , the Marion County Public Library System was conducting interviews with local veterans to build a database of service stories. The goal, he said, was to preserve these accounts for future generations, allowing families decades from now to access and honor the contributions of Marion County's veterans. He noted that this archival project would be one of several initiatives launching in conjunction with Marion County Day in March. Commissioner Zalak shared that the Daughters of the American Revolution had completed a plaque honoring Francis Marion, "The Swamp Fox," for whom Marion County is named. He went on to describe a series of events being planned to mark the occasion, including four simultaneous fireworks shows across the county on July 4th, complemented by a week of community activities. He explained that the County is currently pursuing sponsorship opportunities, with a goal of securing a title sponsor contributing approximately $150,000 to help fund the fireworks and related festivities.

Mr. Bailey asked when the plaque for "The Swamp Fox" would be unveiled.

Commissioner Zalak confirmed that the unveiling was expected to take place around Marion County Day in March. He added that the County was also exploring the possibility of hosting a "250th Anniversary Ball" as a fundraiser to support America 250 activities. He invited members of the Council to share ideas or participate in the planning. Commissioner Zalak emphasized that the County wanted to fully embrace the "Liberty Lives Here" theme, with the goal of creating a strong visual display of patriotism throughout the area. Efforts are underway to encourage businesses, neighborhoods, and residents to display flags, banners, and yard signs, so that anyone entering Marion County would immediately feel the spirit of Americana. In collaboration with the Marion County School Board, organizers are developing a Battle of the Bands competition to take place during Marion County Day, with the winning band leading the 1776 Parade later that year.

Mr. Chris Fernandez asked if the Battle of the Bands would feature marching bands.

Commissioner Zalak responded that he was unsure but assumed the event would feature marching bands. He noted that the school district was also exploring additional creative student projects. For instance, West Port High School was planning a play, and art students would participate in art contests related to the celebration. Commissioner Zalak also shared that the County was working closely with the City of Ocala to coordinate festivities, which would likely include daytime events at Fort King followed by the evening fireworks displays in Belleview, Dunnellon, and two additional locations to be determined. He concluded by thanking the Council for their support.

North Central Florida Regionalism

Mr. Adams then welcomed Ms. Shaffer to continue with staff updates.

Ms. Shaffer advised that staff has been working with Visit Florida on the possibility of regional collaboration focused on the North Central Florida brand. She explained that Visit Florida has introduced a pilot program that has already seen strong success in Northwest Florida and is now being extended to North Central Florida destinations. Visit Florida has approached area destinations to explore the feasibility of creating a unified regional brand that could promote the area's shared strengths in outdoor recreation and natural attractions. Ms. Shaffer explained that the goal of this initiative is to highlight North Central Florida as Florida's outdoor playground as key differentiators from other parts of the state. She emphasized that she was not seeking a formal motion from the Council at this time, but rather consensus to explore the opportunity further with Visit Florida and regional partners. If the Council agreed, staff would return at a future meeting with a formal plan and partnership framework for review.

Mr. Adams asked what the relationship was like with neighboring CVBs (Convention and Visitor Bureaus)

Ms. Shaffer responded that the bureau had positive relationships with neighboring CVBs. She further advised that the initial discussions with Visit Florida included Marion, Citrus, Pasco, Hernando, and Lake Counties as the core partners. She added that Visit Florida was also in conversation with the three adjacent rural counties, Levy, Putnam, and Sumter, which could be added to the partnership as the project develops. She reiterated that the discussions were still in the preliminary stage, and no commitments had yet been made.

Mr. Adams stated that he was surprised that Alachua County had not been included in the initial list of potential partners, noting that given its economic size and population, it seemed like a natural fit for collaboration with Marion County.

Ms. Shaffer acknowledged that while Alachua County was not part of the early conversations, that could change as discussions evolve. She noted that Pasco County, for example, might opt out because of its southern proximity which could lead the regional effort to lean further north. However, she stressed that no destinations were excluded or locked out, and that Visit Florida's approach was flexible and inclusive as the program was still in its infancy stage.

Mr. Adams made a remark, saying that after more than 30 years in Marion County, he was still waiting to see Marion and Alachua Counties successfully collaborate on a project.

Ms. Shaffer continued the discussion, reiterating that if the Council was comfortable with staff moving forward, she would begin conducting further research with Visit Florida and regional partners. Her goal would be to return to the Council with a formal scope of work and a high-level outline of what participation in the North Central Florida regional branding initiative could look like, including potential benefits and deliverables for Marion County. She emphasized that she simply wanted to gauge the Council's interest before the next phase of exploration.

Mr. Jeff Bailey expressed support for exploring the opportunity but shared similar concerns to Mr. Adams, noting that he envisioned a collaboration of this nature being more closely aligned

with Alachua County.

Ms. Shaffer responded that the broader the participation, the greater the potential matching investment from Visit Florida. She explained that if six counties participated, and each contributed $100,000, the regional fund would total $600,000 and Visit Florida would match those funds dollar-for-dollar, creating a $1.2 million regional marketing budget. She added that Visit Florida had also indicated they may be able to provide additional seed funding to further enhance the initiative's reach.

Ms. Wheeler added a point of clarification, noting that Visit Alachua County is already a member of the Natural North Florida brand which operates as an established regional brand under Visit Florida's partnership structure. That affiliation may have influenced why Alachua was not included in the initial list for this new pilot program. However, she confirmed that staff would look into this further.

Mr. Adams agreed, stating that the explanation "made a lot of sense."

Ms. Wheeler noted that Natural North Florida is an older regional entity, and it would be worthwhile to gather updated information.

Mr. Rus Adams added a lighthearted reflection, noting that from his years of experience in an industry that often intersected with politics particularly during his time with Clear Channel he had frequently worked with both Marion and Alachua Counties. He remarked that he had long believed the reason the two counties were 35 miles apart with a prairie between them was so that people had time to change their minds along the way. He stated that if the two counties worked together, they could accomplish a great deal.

Ms. Shaffer thanked the Council's for their feedback and support.

Marketing Assistance Funding Program FY25 Report

Ms. Shaffer provided an update on the Marketing Assistance Funding Program. She shared that the program had been very well received by the community and expressed her appreciation to Ms. Shelton for her hard work and management of the initiative. Ms. Shaffer explained that during the program cycle, there were a total of 13 funded applicants, and out of the $75,000 allocated budget, $36,000 was reimbursed. The funding supported a variety of marketing channels across participating partners and helped provide effective promotional opportunities for small businesses and cultural organizations within Marion County. She stated that the program achieved measurable results, including increased bookings, improved visibility, and stronger regional reach, all of which aligned with the goal of empowering community partners to serve as extensions of the County's tourism brand. Ms. Shaffer directed the Council to the report in their packets, which contained details of the campaigns which demonstrated the program's value. She concluded by underscoring the importance of continued investment in targeted marketing support and then asked Ms. Wheeler and Ms. Shelton if there was anything additional they would like to highlight from the report.

Ms. Wheeler added that the report presented represented the recap of the recently concluded Marketing Assistance Funding Program and reminded the Council that the newly approved

program cycle had officially taken effect on October 1st. She explained that staff would return at this same time next year to present outcomes report for the new program. Ms. Wheeler also took a moment to highlight that this program is one of several managed by Ms. Shelton in her new role and shared that Ms. Shelton was recognized by the Marion County Board of County Commissioners as Employee of the Quarter for the final quarter of the fiscal year. One of the key reasons for that recognition, she noted, was the growth and success of this very program, which continues to generate increased participation and stronger outcomes each year. She added that the Tourist Development Department represented 50% of all Employee of the Quarter award recipients in FY25.

Ms. Loretta Shaffer congratulated both Ms. Samantha Solomon and Ms. Shelton, noting that the recognition was well deserved. She expressed excitement to bring back a full year of data on the new marketing assistance program in the future.

Third Tourism Annual Meeting – December 11, 2025

Ms. Shaffer shared details for the Third Tourism Annual Meeting. She advised that professionally printed invitation tickets had been created for Councilmembers to distribute guests they wished to invite. Ms. Shaffer encouraged everyone to attend the meeting along with their teams, noting that this year's event would be hosted at the World Equestrian Center (WEC). She expressed excitement about holding the annual meeting at WEC, explaining that the venue was eager to showcase its continued growth and ongoing developments.

TDT Collections/STR and Key Data Update

Ms. Shaffer welcomed Ms. Wheeler to provide the TDT Collections/STR and Key Data update.

Ms. Wheeler advised that upon publication of TDC meeting agenda the STR information was unavailable however, Councilmembers were provided a printed copy of the data. She began by reviewing the TDT collections adding that the reporting periods for fiscal year 25 had been finalized. For the reporting period of September, which reflects August revenues collections totaled $349,779.09, representing a 1.16% decrease year over year. She clarified that this slight dip was partly due to reconciliation ("truing up") adjustments that occurred across several months during the transition between Deckard Technologies and West Florida with the Tax Collector. While Deckard continues to handle data scraping and compliance letters, the remittance and collection process has now returned fully under the Tax Collector's Office through West Florida. Ms. Wheeler highlighted that the fiscal year closed very strong, with year-to-date collections totaling $1,308,369.35, or 23.87% ahead of the previous year. The total reported collections for the fiscal year amounted to $6,789,555.41, marking a successful year of growth and performance. Ms. Wheeler concluded by expressing enthusiasm for the future, remarking that with several new hotel properties expected to open in 2026, Marion County is well-positioned to continue building on this positive momentum.

Ms. Wheeler then transitioned to the Smith Travel Research (STR) and Key Data report, noting that the accompanying handout was not published in advance but was being displayed on the screen for review. She explained that this section summarized Smith Travel Research data for September and provided context regarding weather events that influenced statewide and local

visitation trends. Ms. Wheeler reminded the Council that Hurricane Helene affected Florida in September of the previous year, which led to a temporary increase in visitation. She cautioned, however, that while such storms may produce short-term economic boosts, they are not desirable overall due to their broader impacts. She added that Hurricane Helene was a relatively minor event for Florida but significantly impacted the Carolinas. In contrast, Hurricane Milton, which occurred the following month, caused substantial damage in coastal areas, indirectly benefiting Marion County as certain staging activities originally planned for Tropicana Field were relocated to the World Equestrian Center (WEC), generating increased local business. Ms. Wheeler then reported on data for September for traditional lodging. She reported that occupancy was 51.1%, a decline of 18.4% year over year. The average daily rate (ADR) was $96.57, down 13.1%, and revenue per available room (RevPAR) was $43.60, reflecting a 29.1% decrease compared to the same month last year. For the running 12-month period, the county's occupancy increased by 2.9%, ADR rose by 5.7%, and RevPAR improved by 8.8%. Ms. Wheeler then provided a statewide comparison using Florida's STR data for the same period. Across the state, occupancy averaged 56.3%, down 5.4% year over year. The average daily rate was $148.82, a 1.5% decrease, and RevPAR stood at $83.79, down 6.8% from the prior year. She next reviewed Key Data, which reflects the short-term rental market performance. For the month of September, short-term rental occupancy was 17.6%, a 17% decline year over year. The average daily rate was $164, up slightly by $2 from last year, while RevPAR was $16, down $2 from the previous year. The total nights available were 5,812, a 7% decrease from 6,263 nights last year. For the running 12-month period, short-term rental occupancy and ADR remained flat, RevPAR decreased by 3%, and nights available declined by 2%. Ms. Wheeler noted that these variations highlight the differing dynamics between traditional lodging and short-term rentals, explaining that hotels are often expected to provide shelter during weather emergencies under state guidelines, whereas short-term rental operators may independently choose to close or pause activity during storms. This operational distinction, she said, likely explains some of the fluctuations between the two accommodation sectors.

A copy of the STR Trend Data report was submitted for the record.

Marketing and Communications Update

Ms. Shaffer welcomed Ms. Jessica Heller to provide the Marketing and Communications update.

Ms. Heller began by greeting the Council and noting how nice it was to be back, adding that she would explain her absence from the last month's meeting later in her presentation. She began with a review of the paid media as the fiscal year came to a close. She explained that September is typically a slower month for paid media, as most campaigns wind down before year-end. She shared on the screen details regarding digital media performance, noting that some continued to 'trickle' even after most campaigns had concluded. She then highlighted a new addition to the County's media placements an always-on Lamar billboard located just north of the future Buc-ee's site. Ms. Heller explained that this placement was strategically chosen to capture the attention of travelers in that high-traffic corridor. She added that the marketing team wanted to sweep up visibility in the area before the Buc-ee's opened, with the goal of encouraging travelers to continue their journey into Marion County rather than stopping short. From an industry

advocacy and communications perspective, Ms. Heller reviewed the team's ongoing community engagement efforts. She explained that this area includes presentations to local organizations and educational groups showcasing the bureau's messaging, the work it does and how it acts as a resource to the community. She shared that Ms. Shaffer recently guest lectured at a local hospitality school, speaking to students enrolled in an "Introduction to Tourism" course about destination marketing, tourism management, and the role of the VCB. Turning to public relations efforts, Ms. Heller highlighted the County's partnership with Visit Florida on a co-op satellite media tour. She noted that a similar campaign was carried out the previous year with excellent results, prompting them to repeat it. Reporting from Visit Florida showed that the latest campaign reached over 14.2 million views. She explained that the effort was a joint partnership between Marion County and Martin County, featuring a well-known travel journalist who conducted 25 interviews across various media channels, including television, radio, and podcasts. During these segments, b-roll footage of Marion and Martin Counties played while the journalist discussed both destinations, aligning with National Thrive Outside Day. Ms. Heller concluded by explaining the reason for her absence at the last TDC meeting. She had been in London attending Visit Florida's first-ever "Huddle" event in the UK and Ireland markets, which mirrors the Florida Huddle hosted locally in February. Ms. Heller continued her update by providing visuals and highlights from her participation in Visit Florida's first-ever International Huddle in the United Kingdom and Ireland markets, held in London. She described the event as an incredible opportunity to showcase Marion County alongside other Florida destinations. To provide context, Ms. Heller explained that the event spanned two full days of meetings with a diverse mix of travel agents, tour operators, travel suppliers, and media representatives. The attendees included both business-to-business (B2B) media outlets, those that serve travel agents and suppliers and consumer-facing leisure media, including traditional journalists and digital content creators who produce travel features and destination coverage. Ms. Heller shared several slides and images from the event, describing Marion County's booth setup, which featured a lighted kiosk-style station where she conducted dozens of meetings throughout the week. She also played a short video clip that offered a panoramic view of the event space, noting that Florida destinations occupied an entire exhibition floor. In addition to formal meetings, the event included networking breakfasts, lunches, and dinners designed to foster relationships among destinations, travel professionals, and media. She discussed the agent event held after the first day of meetings. During this session, each participating destination was invited to deliver a five-minute elevator pitch presentation.

Commissioner Carl Zalak out at 10:43am

Ms. Heller noted that she was the first presenter to go over time, though not the last, explaining that she used her time efficiently. Her presentation was accompanied by a dynamic visual display, inspired by a television screensaver theme that showcased Marion County's scenic videos and inspirational imagery, designed to capture attention and spark travelers' curiosity. The second day focused more heavily on media appointments, where Ms. Heller met one-on-one with travel journalists, content creators, and international media representatives. The event concluded with a signature dinner hosted by Visit Florida, during which Visit Florida formally launched its "Floridays" campaign to the international market. The dinner also provided an opportunity to connect with additional agents, media, and industry professionals who had not attended the

daytime meetings. Ms. Heller explained that Visit Florida arranged seating strategically to encourage new conversations. She shared that much of her discussion centered around introducing Ocala/Marion County as a Florida destination with goal of building destination awareness. The event also strengthened Marion County's relationship with Visit Florida's team, which provides ongoing opportunities for follow-up appointments and media familiarization trips. She shared that she had received interest from a content creator who plans to visit Ocala for a ziplining experience, demonstrating early success from the event. Ms. Heller concluded by noting that Ms. Shaffer had also recently participated in Visit Florida's domestic media mission, which took place the previous week. Ms. Shaffer met with national travel journalists and digital media influencers in Nashville and New York City, attending both morning networking sessions and evening media events.

Ms. Shaffer added that Marion County was one of only seven destinations statewide that selected to participate in Visit Florida's domestic media mission. She explained that the delegation represented a holistic cross-section of the state, including destinations from North, Northwest, and Southwest Florida. She noted that it was an honor for Ocala/Marion County to be included among such a limited group, and the opportunity provided tremendous exposure for the destination. Ms. Shaffer shared that some of the County's regional partners expressed a bit of envy over Marion County's inclusion. She concluded by emphasizing that the event offered excellent reach and visibility for the County's tourism brand.

Ms. Heller opened the floor for questions. None were raised.

A copy of the 2025 Florida Huddle UK and Ireland presentation deck was submitted for the record.

Sales Update

Ms. Shaffer welcomed Mr. Locke to provide the Monthly Sales Update.

Mr. Locke began by stating that he would keep his report brief. He first presented on the Blue Knights, noting that the organization had officially submitted their funding application over the weekend, and therefore the event has now moved into "new business" since the agenda packet was printed. The group has also increased their estimated room nights from 300 to 500, with event dates set for April 12–15, 2026, at the Holiday Inn & Suites Ocala Conference Center. Next, he discussed 3STEP Volleyball Tournament. Mr. Locke explained that he met with the group at the Connect Miami tradeshow in August, where they expressed strong interest in hosting events in Central Florida. Volleyball is one of their core sports, and discussions are underway regarding potential tournaments at the World Equestrian Center in April and May of 2026, and possibly 2027. He added that 3STEP also manages other sports, including basketball, soccer, and outdoor athletic event. He then provided an update on the Babe Ruth Baseball Southeast Regional Tournament for 13U, 14U, and 15U divisions. Mr. Locke reminded the Council that Marion County has hosted several Babe Ruth and Cal Ripken-affiliated tournaments for five years. The organization has now expressed interest in bringing the Southeast Regional Tournament to Marion County in July 2026, with tentative dates of July 15–18. He noted that after hosting five consecutive World Series tournaments, Babe Ruth Baseball will be taking a one-year break, so

this event would fill that gap. Mr. Locke then discussed Fishers of Men, a Christian-based fishing organization, explaining that he initially met with them at Connect Miami, and later Mr. Bryan Day met with their representatives at Small Market Meetings in Buffalo. The organization is very interested in bringing one of its events to Marion County, capitalizing on the area's growing reputation as a fishing destination in Central Florida. He shared that staff are currently working to schedule a site visit with the organization. Under ongoing leads, Mr. Locke reported that the State Emergency Response Commission, which had been under consideration for Marion County, has officially selected Flagler County as its next event location, marking that as lost business for the record. Transitioning to trade show activity, Mr. Locke shared that he recently attended the Florida Society of Association Executives (FSAE) Education Expo in Tallahassee. He praised the event as a phenomenal opportunity for the County and highlighted the strong partner representation at the show, including Southeastern Livestock Pavilion, Hilton Ocala, Hilton Garden Inn, Everhome Inn, and the World Equestrian Center. The event was a one-day show. Mr. Locke also highlighted a student engagement initiative that took place during the event. In collaboration with Mohamed from the College of Central Florida, several CF students were invited to attend and participate in industry education sessions throughout the day. He noted that students from Florida State University also participated, creating a great opportunity for networking and collaboration. He added that this aligns with FSAE's goal of engaging students. Mr. Locke also mentioned that Mr. Bryan Day and Ms. Holly Castell from the Southeastern Livestock Pavilion will be attending the FSAE Central Florida Power Luncheon next month. He concluded by asking if there were any questions regarding the sales update. No questions were raised.

TDC Events Calendar

Ms. Shaffer noted that the TDC event calendar was located in the agenda packet for review as is customary. Ms. Shaffer also shared an update from Mr. Angel Roussel regarding the schedule for I-75 construction stating that the engineering department shared that the auxiliary lanes were under construction and anticipated to be completed in three to four years and that Mr. Rousell would be inviting members of the engineering department to provide an update on the North Gateway as they work on that project.

Motion: Reallocate Unexpended Funds from FY 24-25 Marketing Assistance Funding Program in the Amount of $38,347.06 to the FY 25-26 Room Night Generating Funding Allocation

Mr. Adams stated that while Ms. Shaffer had been providing her earlier updates on the Marketing Assistance Funding Program, he received a text message that momentarily distracted him. Upon reviewing the figures, he noted that there remained $38,347.06 unspent from the program budget. He asked that the Council consider reallocating the unused funds to the Room Night Generating Funding Program explaining that a significant portion of that category's budget had already been committed. He stated that he would present this opportunity to the Council if they choose to make a motion.

Mr. Bailey asked for clarification on where the funds were being moved from.

Mr. Adams explained that the Marketing Assistance Program was originally budgeted at $75,000,

of which $36,652 had been reimbursed, leaving $38,347.06 unused. He further noted that prior to the meeting, the Room Night Generating budget had a balance of $115,000, and with the $24,000 in funding approved earlier in the meeting, that figure had dropped below $100,000. He noted that this reallocation would fund the monies approved earlier in the meeting with excess remaining.

Ms. Wheeler offered a brief clarification, confirming that the current allocations already reflect the $24,000 approved earlier in the meeting, meaning the most up-to-date totals in the report already accounted for that expenditure.

A motion was made by Jeff Bailey, seconded by Councilmember Barry Mansfield, to reallocate the unexpended funds from FY 24-25 Marketing Assistance Funding Program in the amount of $38,347.06 to the FY 25-26 Room Night Generating Funding Allocation as presented. The motion was unanimously approved by the council (6-0).

Old Business

Mr. Adams called for any old business and none was brought forth.

New Business

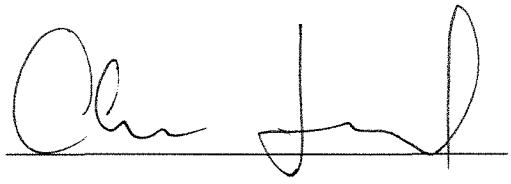
Mr. Adams called for any new business and none was brought forth

Public Comment

Mr. Adams called for any public comment and none was brought forth.

Mr. Adams stated that the next TDC meeting will be on Thursday, November 20, 2025 at 9am.

The meeting adjourned at 10:55 am.



For: Rus Adams, Chairman

Trend Data for Occupancy, ADR, RevPAR (10/2024-9/2025)

