

*This instrument prepared by,  
and when recorded return to:*

S. Denay Brown, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
106 E. College Avenue, Suite 700  
Tallahassee, Florida 32301

-----[SPACE ABOVE THIS LINE FOR RECORDING INFORMATION]-----

**AGREEMENT**  
**(SW 80TH AVE 4-LANING PROJECT)**

THIS AGREEMENT (SW 80TH AVENUE 4-LANING PROJECT) (“**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and among **MARION COUNTY**, a political subdivision of the State of Florida, whose post office address is 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 (“**County**”), and **CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose post office address is 8445 SW 80<sup>th</sup> Street Road, Ocala, Florida 34481 (“**Master Association**”). The County and the Master Association shall each be referred to herein as a “**Party**” and shall be collectively referred to herein as the “**Parties.**”

**RECITALS:**

**WHEREAS**, the County is widening SW 80th Avenue from two lanes to four lanes from SW 90th Street (present terminus of four lanes) to one-half mile north of SW 38th Street, or further north as determined by the County during the design phase, and along SW 38th Street to approximately 3,000 feet east of the intersection of SW 80th Avenue and SW 38th Street (approximately SW 74th Avenue) (“**SW 80th Ave 4-Laning Project**”), the extent of which is graphically shown on **Exhibit “1”**; and

**WHEREAS**, the County has completed the design, engineering, permitting, and competitive bidding for the portion of the SW 80th Ave 4-Laning Project and intends to proceed with commencement of construction in February, 2026; and

**WHEREAS**, the Master Association is the owner of Tract L-2 of the Indigo East Phase 1 Units “A-A” and “B-B” Plat as recorded in Plat Book 8, Page 35 of the Public Records of Marion County, Florida (“**Indigo Plat**”), which will be impacted by the SW 80<sup>th</sup> Ave 4-Laning Project, including but not limited to by the replacement of underground drainage pipes from the right-of-way to the drainage retention area, known as Tract B-2, in connection with the SW 80th Ave 4-Laning Project (“**Drainage Improvements**”); and

**WHEREAS**, Note 7 of the Indigo Plat provides in relevant part “a perpetual, non-exclusive easement over the portion of Tract "L-2" lying between the right-of-way of Southwest 80th Avenue and Tract "B-2" for the purpose of installing, maintaining, repairing, replacing and using one or

more underground drainage pipes as needed to drain the future 4-lane road and right-of-way of Southwest 80th Avenue.”; and

**WHEREAS**, Note 7 of the Indigo Plat further requires “[s]aid work shall be performed in an expeditious manner and, promptly after completion of the work, the easement area and any paving, utility lines, curbs, gutters, paths, walks, landscaping, plant materials and other improvements altered or damaged incidental thereto shall be restored and replaced to the condition and quality that existed prior to commencement of the work, all at the expense of the person or entity performing the work.”; and

**WHEREAS**, the Parties desire to enter into this Agreement to alter the responsibilities of each Party from Note 7 of the Indigo Plat for the purposes of the SW 80th Ave 4-Laning Project; and

**WHEREAS**, pursuant to that certain Resolution recorded June 2, 2008 in Official Records Book 5044, Pages 1411-1414 of the Public Records of Marion County, Florida (“**Resolution**”) the Master Association is the entity responsible for maintaining certain **Improvements** (as defined in the Resolution) including but not limited to landscaping, irrigation, and lighting related to a 1.03 mile roadway segment known as Southwest 63<sup>rd</sup> Street Road (“**Roadway Segment**”) which will be impacted in connection with the SW 80th Ave 4-Laning Project; and

**WHEREAS**, the Parties desire to enter into this Agreement to address the impacts to the Improvements within the Roadway Segment for the purposes of the SW 80th Ave 4-Laning Project; and

**WHEREAS**, the Marion County Board of County Commissioners authorized execution of this Agreement on \_\_\_\_\_.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are a material part of this Agreement.

2. **Tract L-2 Landscaping Impacts.**

(a) Upon the County providing notification to Master Association of the substantial completion of the County’s SW 80<sup>th</sup> Ave 4-laning project, or the relevant portion thereof, Master Association shall obtain three (3) bids from qualified contractors for the cost to replace the landscaping on Tract L-2 that will be impacted by the construction of the Drainage Improvements, as identified in **Exhibit “2”**. Master Association shall select the lowest bid of such three (3) bids (“**Tract L-2 Landscaping Costs**”). The County shall reimburse Master Association for the Tract L-2 Landscaping Costs consistent with the lowest bid within thirty (30) days of Master Association’s submittal of the lowest bid and confirmation of payment to said contractor to the County. Should additional impacts to the landscaping on Tract L-2 occur other than as identified on **Exhibit “2”** (“**Additional Landscape Impacts**”), the Master Association shall provide the County a notice of such Additional Landscape Impacts (species of plant, number impacted, and estimate of cost to replace) and shall obtain three (3) bids from qualified contractors for the cost

to replace the landscaping affected by the Additional Landscape Impacts within thirty (30) days of such impacts occurring. Master Association shall select the lowest bid of such three (3) bids (“**Tract L-2 Additional Landscaping Costs**”). The County shall reimburse Master Association for Tract L-2 Additional Landscaping Costs consistent with the lowest bid within thirty (30) days of Master Association’s submittal of the lowest bid and confirmation of payment to said contractor to the County. An amendment to this Agreement shall not be required to address the Additional Landscape Impacts or Tract L-2 Additional Landscaping Costs.

(b) The Master Association, and not the County, shall be responsible for replacing the impacted landscaping upon the completion of the SW 80th Ave 4-Laning Project. In their sole discretion, the Master Association may elect to alter the landscaping.

3. **Roadway Segment Impacts.** The Improvements within the Roadway Segment that will be impacted by the SW 80th Ave 4-Laning Project are identified in **Exhibit “3” (“Impacted Improvements”)**. The County shall give Master Association thirty (30) days prior written notice before commencing any construction activities that may impact the Impacted Improvements. During such thirty (30) day period, the Master Association may remove any Impacted Improvements that it desires to preserve and/or retain. Thereafter, the County shall remove the remaining Impacted Improvements and, after completion of the construction activities that impacted the Impacted Improvements, shall sod or otherwise stabilize the area from which the Impacted Improvements were removed. Upon the County providing notification to Master Association of the substantial completion of the County’s SW 80<sup>th</sup> Ave 4-laning project, or the relevant portion thereof, Master Association shall obtain three (3) bids from qualified contractors for the cost of the Impacted Improvements, which costs shall include the demolition, transplant, replacement, or replacement value of the Impacted Improvements. Master Association shall select the lowest bid of such three (3) bids (“**Roadway Segment Impact Costs**”). The County shall make payment to Master Association for the Roadway Segment Impact Costs consistent with the lowest bid within thirty (30) days of Master Association’s submittal of the lowest bid to the County. Should additional impacts to the Improvements within the Roadway Segment occur other than as identified on **Exhibit “3” (“Additional Roadway Segment Impacts”)**, the Master Association shall provide the County a notice of such Additional Roadway Segment Impacts (identification of Improvements impacted and estimate of cost to replace) and shall obtain three (3) bids from qualified contractors for the cost to replace the Improvements affected by the Additional Roadway Segment Impacts within thirty (30) days of such impacts occurring. Master Association shall select the lowest bid of such three (3) bids (“**Additional Roadway Segment Costs**”). The County shall make payment to Master Association for the Additional Roadway Segment Costs consistent with the lowest bid within thirty (30) days of Master Association’s submittal of the lowest bid to the County. An amendment to this Agreement shall not be required to address the Additional Roadway Segment Impacts or Additional Roadway Segment Costs. The parties agree that the payments made under this paragraph is compensation for the Roadway Segment Impact Costs and Additional Roadway Segment Costs.

4. **Notices.** All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) upon hand delivery; (ii) one (1) Business Day after having been deposited with an expedited, overnight courier service (such as by way of example

but not limitation, U.S. Express Mail, Federal Express, or UPS), or (iii) upon delivery of an email transmission with electronic delivery verification to the following addresses:

If to the County at: Marion County  
601 SE 25th Ave.  
Ocala, FL 34471  
Attn: Mounir Bouyounes, County Manager  
E-mail: [Mounir.Bouyounes@marionfl.org](mailto:Mounir.Bouyounes@marionfl.org)

Courtesy copy to: Marion County  
601 SE 25th Ave.  
Ocala, FL 34471  
Attn: Matthew G. Minter, County Attorney  
E-mail: [Matthew.Minter@marionfl.org](mailto:Matthew.Minter@marionfl.org)

If to Master Association at: Circle Square Ranch Master Association, Inc.  
8445 S.W. 80th St.  
Ocala, FL 34481  
Attn: Kenneth D. Colen, Chairman  
E-mail: [KDColen86@otowfl.com](mailto:KDColen86@otowfl.com)

Courtesy copy: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
106 E. College Ave., Ste. 700  
Tallahassee, FL 32301  
Attn: Reggie L. Bouthillier, Esq. & Denay Brown, Esq.  
E-mail: [rbouthillier@stearnsweaver.com](mailto:rbouthillier@stearnsweaver.com)  
E-mail: [dbrown@stearnsweaver.com](mailto:dbrown@stearnsweaver.com)

The failure by any Party to deliver a courtesy copy as referenced above shall not constitute a default under the terms of this Agreement nor shall it create a defect in any notice which is otherwise properly given. Furthermore, it is agreed that, if any Party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other Party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified. Any Party hereto may, at any time by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other Parties to whom copies of all notices hereunder shall be sent.

5. **Miscellaneous.**

(a) **Waivers; Amendments.** No provision of this Agreement shall be waived, amended or supplemented except by a written instrument executed by all Parties.

(b) **Rules of Construction.** This Agreement shall be construed and interpreted under the laws of the State of Florida. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning

or construction of any of the terms of provisions herein. All references herein to the singular shall include the plural, and vice versa.

(c) **Participation.** Each of the Parties have participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the Parties, and shall be interpreted as if the Parties hereto jointly prepared it.

(d) **Cooperation.** The Parties shall execute in good faith such other and further documents as may be required to effectuate the terms of this Agreement. However, nothing herein shall be interpreted to require the County to take or abstain from taking any regulatory, legislative, or quasi-judicial action.

(e) **Remedies.** In the event of a breach or threatened breach of any Party's obligations under this Agreement, a cause of action shall immediately accrue to the non-breaching Party and such non-breaching Party shall be entitled to pursue all remedies described in this Agreement or provided at law and equity. The Parties further agree that the waiver of a Party's breach or threatened breach of any obligations under this Agreement shall not be construed as a waiver of any subsequent breach by that Party.

(f) **Attorneys' Fees/Venue.** In the event of any dispute, litigation, or other proceeding between the Parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of the Parties hereunder, each Party to such dispute, litigation, or other proceeding shall pay its own attorney fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a Party prevails in such litigation or proceeding. In the event of litigation, venue shall be in Marion County, Florida. The provisions of this Section shall survive termination of this Agreement.

(g) **Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, at any time or to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Notwithstanding the foregoing, the Parties intend for each term, covenant, condition and provision of this Agreement to be valid and enforced to the fullest extent permitted by law.

(h) **Relationship of the Parties; No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to, or shall, or shall be deemed to, create a joint venture or partnership of any kind between the Parties hereto. Nothing contained in this Agreement is intended to create any rights in third parties.

(i) **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between the Parties hereto and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein. The Agreement may only be modified in writing signed by all Parties.

(j) **Waiver of Jury Trial.** THE PARTIES JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT

THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

(k) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

(l) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

(m) **Business Day.** A “Business Day” shall mean any day that is not a Saturday, Sunday, or a legal holiday as defined by Section 683.01, Florida Statutes.

(n) **Effective Date.** The “Effective Date” of this Agreement shall be the date that the last of the Parties execute this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives on the day and year first above written.

**ATTEST:**

**BOARD OF COUNTY COMMISSION OF  
MARION COUNTY, FLORIDA**

\_\_\_\_\_  
Gregory C. Harrell, Clerk

By: \_\_\_\_\_  
Carl Zalak, III, Chairman

For Use of Marion County Only,  
Approved as to Form



\_\_\_\_\_  
Matthew G. Minter  
County Attorney

**WITNESSES:**

**CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC.,** a Florida not-for-profit corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness 1 Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness 2 Address: \_\_\_\_\_  
\_\_\_\_\_

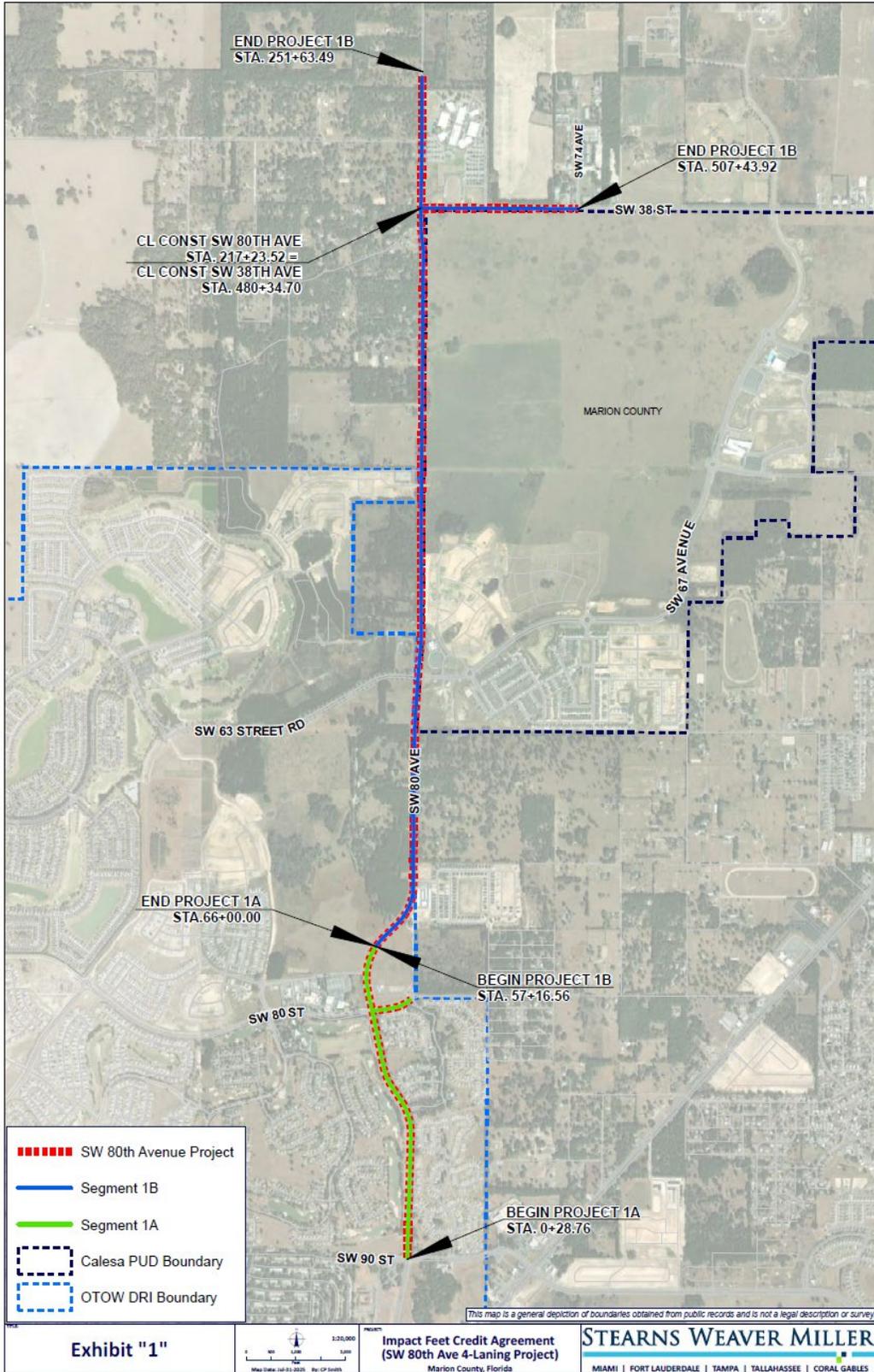
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ of CIRCLE SQUARE RANCH MASTER ASSOCIATION, a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

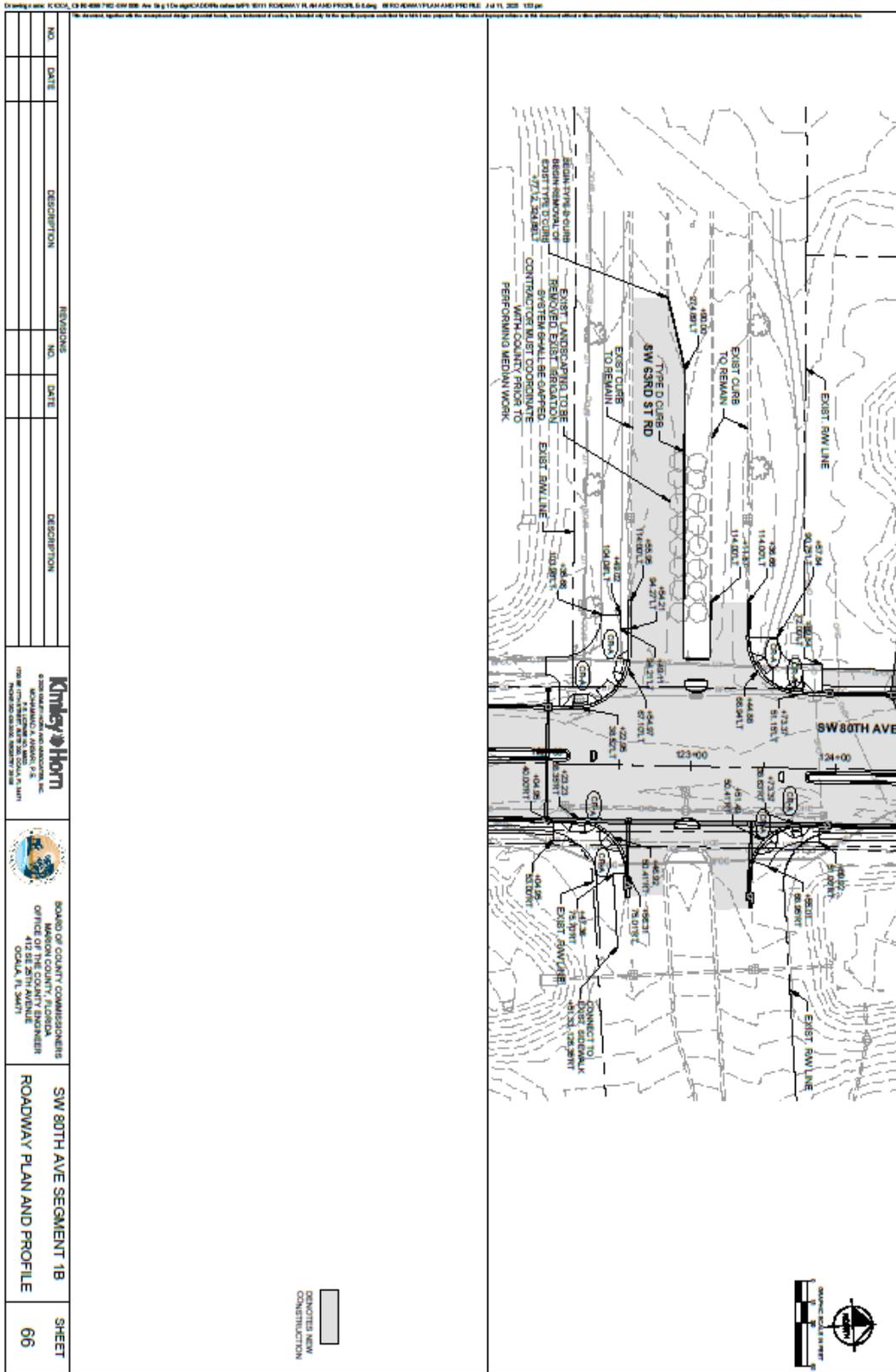
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Name printed  
  
My Commission Expires: \_\_\_\_\_

# Exhibit "1" [SW 80<sup>th</sup> Ave 4-Laning Project]





# Exhibit "3"



NO.	DATE	DESCRIPTION	REVISION	NO.	DATE	DESCRIPTION

**Kimley-Horn**  
 CONSULTING AND ASSOCIATES, INC.  
 425 WEST 17TH AVENUE, SUITE 200  
 DENVER, COLORADO 80202  
 PHONE: 303.733.8800  
 WWW.KIMLEY-HORN.COM



BOARD OF COUNTY COMMISSIONERS  
 OKALOOSA COUNTY, FLORIDA  
 OFFICE OF THE COUNTY ENGINEER  
 412 SE 20TH AVENUE  
 OKALOOSA, FL 32571

SW 80TH AVE SEGMENT 1B  
 ROADWAY PLAN AND PROFILE

SHEET  
 66

□ DENOTES NEW CONSTRUCTION



THE ORIGINAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE OR PRINTED AND BLENDED INHERITABLE WEB DRAWING.