

AGREEMENT TO USE COUNTY STORMWATER FACILITY

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida, 34471, (hereinafter referred to as "**County**") and OCALA CROSSINGS SOUTH, LLC, whose address is 2500 Weston Road, Suite 311, Weston, FL 33331 (hereinafter referred to as "**Developer**"). (Wherever used herein the term "**Developer**" includes all parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH:

WHEREAS, Marion County Land Development Code Section 2.22.3, by way of Ordinance No. 13-20, allows Developers in some circumstances to utilize a county stormwater facility: and,

WHEREAS, **County** and the **Developer** entered into an agreement (OR Book 6144, Page 300) that allows the **Developer** to utilize and expand the county stormwater facility: and,

WHEREAS, the **Developer** has submitted documentation, including signed/sealed calculations and improvement plans that have been reviewed and approved following the development review procedures in the Marion County Land Development Code reflecting:

- A. The stormwater runoff volume per cubic foot required for development of the Developer's site to be disposed of in the Expanded County Stormwater Facility (hereinafter referred to as "**Stormwater Facility**"). Said volume is (a) 646,579 cubic feet. Total required design volume for the **Stormwater Facility** is (b) 1,359,221 cubic feet. Pro rata share is 0.475698 (volume (a) divided by volume (b)); and

WHEREAS, the **Developer** owns the property described on Exhibit "A", attached hereto and by virtue of the foregoing, it is necessary that:

- A. **Developer** convey fee simple title to the property described in Exhibit "A" to the **County**.
- B. A drainage easement for maintenance be provided to the **Developer** over property described in Exhibits A and B by the **County**.

Developer and **County** have agreed that the form of the Conveyance Documents to accomplish the foregoing is as set forth in the attached Exhibit C.

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. **Successors.** All activities of and on said property by the **Developer** shall be in accordance with the terms and conditions contained herein which shall run with the title to the

property described in Exhibit "A".

2. Plans. Any enhancement of, use of, and/or reconstruction of the **Stormwater Facility** shall be in accordance with this agreement and the approved plans of record on file with Marion County. Deviation from the approved plans shall be considered a violation of this agreement and may result in termination or cancellation of easement and the rights to use the **Stormwater Facility**.

3. Drainage. The **Developer** shall be responsible for assuring that no hazardous materials from Developer's property enter the **Stormwater Facility**. Financial responsibility shall be and remain with the **Developer** for any hazardous materials they have caused or allowed to enter the **Stormwater Facility**.

4. Maintenance.

4.1 Routine Maintenance. The **Developer**, at its sole cost and expense, shall be responsible for all routine maintenance of the **Stormwater Facility**, including Connective Elements from the private Development. Such routine maintenance shall include the following responsibilities:

- a. Routine mowing of no less than five (5) times per year;
- b. Trimming or herbicidal control of vegetation around any structures, fence lines, or riprap;
- c. Keeping the Stormwater Facility clear of silt and debris;
- d. Repairing or re-establishing lost vegetation coverage and any associated erosion caused by the loss of vegetation;
- e. Reporting any and all damage to the Stormwater Facility caused by or found by Developer to County's Office of the County Engineer.

4.2 Major Maintenance. The **Developer** shall be responsible for a pro rata share (paragraph A) of the cost of major maintenance of the **Stormwater Facility**, including that resulting from a natural disaster such as a sinkhole or other catastrophic occurrence.

In the event of a catastrophic occurrence with respect to the **Stormwater Facility**:

- a. **Developer** shall solicit proposals to repair the catastrophic occurrence from at least three (3) contractors who are capable of performing such work and shall obtain a minimum of two (2) quotes for the work to be performed. Quotes shall be submitted to the County for approval, unless the County Engineer determines that there is insufficient time to repair the catastrophic occurrence to follow such process. In this event, the **Developer** may retain a contractor in its reasonable discretion.
- b. During the corrective work, **County** shall be permitted to inspect the work.
- c. **Developer** shall complete all required repairs subject to review and approval

by **County** and Southwest Florida Water Management District (hereinafter referred to as "District").

- d. The cost of the repair of any such catastrophic occurrence shall be borne by the **Developer** and **County** on a pro rata basis as identified in paragraph A. If the Stormwater Facility is hereafter modified, the **Developer** and **County** shall determine the revised prorated volume usage.
- e. **Developer** shall submit to the **County** documentation reasonably sufficient to establish the amount of the repairs and that **Developer** has paid such costs. Once documentation has been provided, the **Developer** shall submit an invoice to **County** for reimbursement of **County's** pro rata share of repair costs.

4.3 Right to Perform Maintenance. The **County** and the District shall have a right, but not an obligation, to provide at their discretion any required maintenance, repair, or replacements to the Stormwater Facility necessary to maintain the operating integrity of the Stormwater Facility. If the **County** or the District is required to undertake maintenance, repair, or replacements to the **Stormwater Facility** as an emergency measure, they shall provide the Developer written notice of any deficiency requiring maintenance, repair, or replacement, (a "Deficiency Notice") and the **Developer** shall undertake any actions necessary to correct the deficient condition within thirty (30) days of the Deficiency Notice from **County** or District. In the event **Developer** fail to initiate and complete the correction of the noticed deficiency in this time period, or in the event correction of the noted deficiency has been initiated within this time period but has failed to continue pursuing completion of the corrective actions with due diligence, subsequent to the expiration of the time period, **County** and District shall have the right, but not the obligation, to undertake the required maintenance, repair, or replacements to the **Stormwater Facility** subject of this paragraph 6.3. In the event the **County** or the District provide any such maintenance, repair, or replacement, the party then having primary responsibility for the maintenance of the **Stormwater Facility (Developer)** shall be obligated to immediately reimburse the **County** or the District for all costs reasonably incurred by them in providing any maintenance or repair for the **Stormwater Facility** which are not as specific obligation of the **County** or the District under the provisions of this Agreement. County or District, as applicable, shall provide the **Developer** with an invoice for costs incurred in providing maintenance, repair, or replacements under the preceding provisions of paragraph 6.3, including appropriate documentation of costs incurred. **Developer** shall reimburse the **County** or District for such costs incurred within thirty (30) days from when the invoice for incurred costs was provided.

5. Recording. Upon execution of this agreement, **Developer** shall provide funds to **County** for recording of this agreement in the public records. Any conveyance of any interest in the property described on Exhibit "A", after execution of this agreement and prior to recording of the agreement in public records shall be subject to the terms and conditions of this agreement. The Developer shall be responsible for the disclosure of the existence of this agreement prior to recording.

6. Amendments. Any amendments to the conditions or provisions contained herein,

exclusive of amendments to the County Land Development Code, shall require an amendment to this agreement, by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

7. **Authorization.** The undersigned representative of the Developer hereby represents to the County that he/she is fully authorized by the Developer to represent the Developer in agreeing to the terms and conditions of this agreement.

8. **Controversy.** Any controversy under this Agreement shall be resolved in accordance with the laws of the State of Florida with venue in Marion County, Florida. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs including attorneys' fees, specifically including any appellate or bankruptcy proceedings related thereto.

9. **Termination.** This agreement may be terminated by the County, with or without cause, upon written notice to the Developer, in the event the Developer fails to pay the compensation provided herein and/or fails to pay funds to record this agreement within 30 days of the date of this agreement. This agreement may also be terminated by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written.

WITNESSES:

Bettina Nava
Print: Bettina Nava

Arlene Bartyzel
Print: Arlene Bartyzel

OCALA CROSSINGS SOUTH, LLC

By: Steven Fischer
Its: MANAGER
Print Name: EXECUTIVE REAL ESTATE HOLDINGS, LLC.

STATE OF FLORIDA
COUNTY OF MARION

Before me this 15 day of September, 2025 personally appeared STEVEN FISCHER, MANAGER OF EXECUTIVE REAL ESTATE HOLDINGS, LLC, MANAGER OF OCALA CROSSINGS SOUTH, LLC, who is personally known to me or has produced his Drivers License as identification and who executed the foregoing instrument, and who acknowledged that he did so with full authority of said OCALA CROSSINGS SOUTH, LLC.

Bettina Nava
Notary Public

Print Name Bettina Nava

Commission Number HH 580523

Commission Expires 08/11/2028



BETTINA NAVA
Commission # HH 580523
Expires August 11, 2028

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

GREGORY C. HARRELL, CLERK

KATHY BRYANT, CHAIRMAN

Approved as to Form:

For: [Signature]
Marion County Attorney

SKETCH OF DESCRIPTION

TRACT A

N

PRM NUMBER 4

WESTERLY BOUNDARY OCALA
CROSSINGS SOUTH PHASE ONE

COUNTY DRAINAGE RETENTION AREA
PER SPECIAL WARRANTY DEED
ORB 6558 PAGE 174B

TRACT A

APPROXIMATE TOE OF SLOPE

DRAINAGE RETENTION AREA
80,710 SF OR 1.85 ACRES

OCALA CROSSINGS SOUTH PHASE ONE
PLAT BOOK 15, PAGE 28

SEE SHEET TWO FOR DESCRIPTION AND NOTES

POINT OF BEGINNING
NW CORNER LOT 28 BLOCK B

S89°37'08"E 20.13'

S89°37'08"E 280.50'

N24°30'07"E 467.76'

S24°30'07"W 435.62'

N89°09'13"W 105.64'

N02°04'10"W 397.09'

APPROXIMATE 12' WIDE MAINTENANCE BERM

28 27 26 25 24 23

BLOCK B

TRACT A

1"=50'

DESCRIPTION:

BEING A PORTION OF TRACT A, OCALA CROSSINGS SOUTH PHASE ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 28 THROUGH 35 INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 28, BLOCK B, OCALA CROSSINGS SOUTH PHASE ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 28 THROUGH 35 INCLUSIVE, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S89°37'08"E, ALONG THE NORTH BOUNDARY OF LOTS 23 THROUGH 28, BLOCK B OF SAID OCALA CROSSINGS SOUTH PHASE ONE, A DISTANCE OF 280.50 FEET; THENCE N02°04'10"W 397.09 FEET; THENCE N89°09'13"W 105.64 FEET TO A POINT IDENTIFIED AS PERMANENT REFERENCE MARK (PRM) NUMBER 4 OF SAID OCALA CROSSINGS SOUTH PHASE ONE, SAID POINT LYING ON THE WESTERLY BOUNDARY OF SAID PLAT OF OCALA CROSSINGS SOUTH PHASE ONE; THENCE S24°30'07"W, ALONG SAID WESTERLY BOUNDARY, 435.62 FEET; THENCE S89°37'08"E 20.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 80,710 SQUARE FEET OR 1.85 ACRES MORE OR LESS.

NOTES:

1. THIS IS NOT A SURVEY
2. BEARINGS BASED ON THE RECORD PLAT OF OCALA CROSSINGS SOUTH, PHASE ONE.
3. THIS DESCRIPTION DESCRIBES THE PRIVATE PORTION OF AN EXISTING DRAINAGE RETENTION AREA CURRENTLY DEEDED TO THE HOME OWNERS ASSOCIATION ESTABLISHED FOR THIS SUBDIVISION.

EXHIBIT B



DAVID R ELL SPERMANN CLERK & COMPTROLLER MARION CO
DATE: 04/06/2017 03:58:41 PM
FILE #: 2017031339 OR BK 6558 PGS 1748-1751
REC FEES: \$35.50 INDEX FEES: \$0.00
DDS: \$154.00 MDS: \$0 INT: \$0

RECORD: \$ 35.50
DOC STAMPS: \$ 154.00

PREPARED BY AND RETURN TO:

GRAY, ACKERMAN & HAINES, P.A.
Steven H. Gray, Esq.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470

PROPERTY APPRAISER'S PID NOS.: A portion of 35623-000-00

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is made and executed this 17th day of January, 2017 between BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company, whose mailing address is 2500 Weston Road, #311, Weston, FL 33331 (hereinafter "Grantor"), and MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, whose mailing address is c/o Marion County Transportation Department, 412 SE 25th Avenue, Ocala, FL 34471 (hereinafter "Grantee").

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's successor's and assigns forever, the following described land, situated, lying and being in Marion County, Florida to-wit:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO easements, or restrictions, and reservations of record, if any, but the same shall not be created, reinstated, or imposed by this reference.

SUBJECT TO ad valorem and real estate taxes for the calendar year 2017 and all subsequent years.

TOGETHER with a temporary construction easement on all property owned by the Grantor and lying within 30 feet of the above described real property (the "Property") to allow excavation, grading, and other construction activities upon the Property for the purpose of grading, sloping, and tying in existing adjoining property to the grade of new construction within the Property, as well as to facilitate the construction of road improvements and utilities within the Property. The temporary easement granted herein shall commence upon the date Grantee commences construction of SW 49th Avenue on real property conveyed by Grantor to Grantee, and terminate upon the earlier of (i) the completion of such construction, or (ii) December 16, 2019, and thereafter this construction easement shall be of no further force or effect.

Grantor covenants that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through or under Grantor, but against no others.

"Grantor" and "Grantee" shall apply to the singular or plural, as applicable.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the year and date stated above.

Signed and sealed in our presence as witnesses:

Witness #1: [Signature]
Signature Fred Salita
Print Witness #1 Name

Witness #2: [Signature]
Signature Daniel Martin
Print Witness #2 Name

AS TO GRANTOR:
BRADFORD EXECUTIVE HOLDINGS, LLC,
a Florida limited liability company

By: ZFM Executive Investments, LLC, a
Florida limited liability company
Its: Manager

By: S & S Fischer Holdings Limited
Partnership, a Florida limited
partnership
Its: Manager

By: S & S Fischer Holdings, LLC, a
Florida limited liability company
Its: General Partner

By: [Signature]
Steven P. Fischer
Its: Manager

STATE OF FLORIDA
COUNTY OF Broward

The foregoing SPECIAL WARRANTY DEED was acknowledged before me by STEVEN P. FISCHER, as Manager of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as General Partner of S & S FISCHER HOLDINGS LIMITED PARTNERSHIP, a Florida limited partnership, as Manager of ZFM EXECUTIVE INVESTMENTS, LLC, a Florida limited liability company, Manager of BRADFORD EXECUTIVE HOLDINGS, LLC, a Florida limited liability company,, who is:

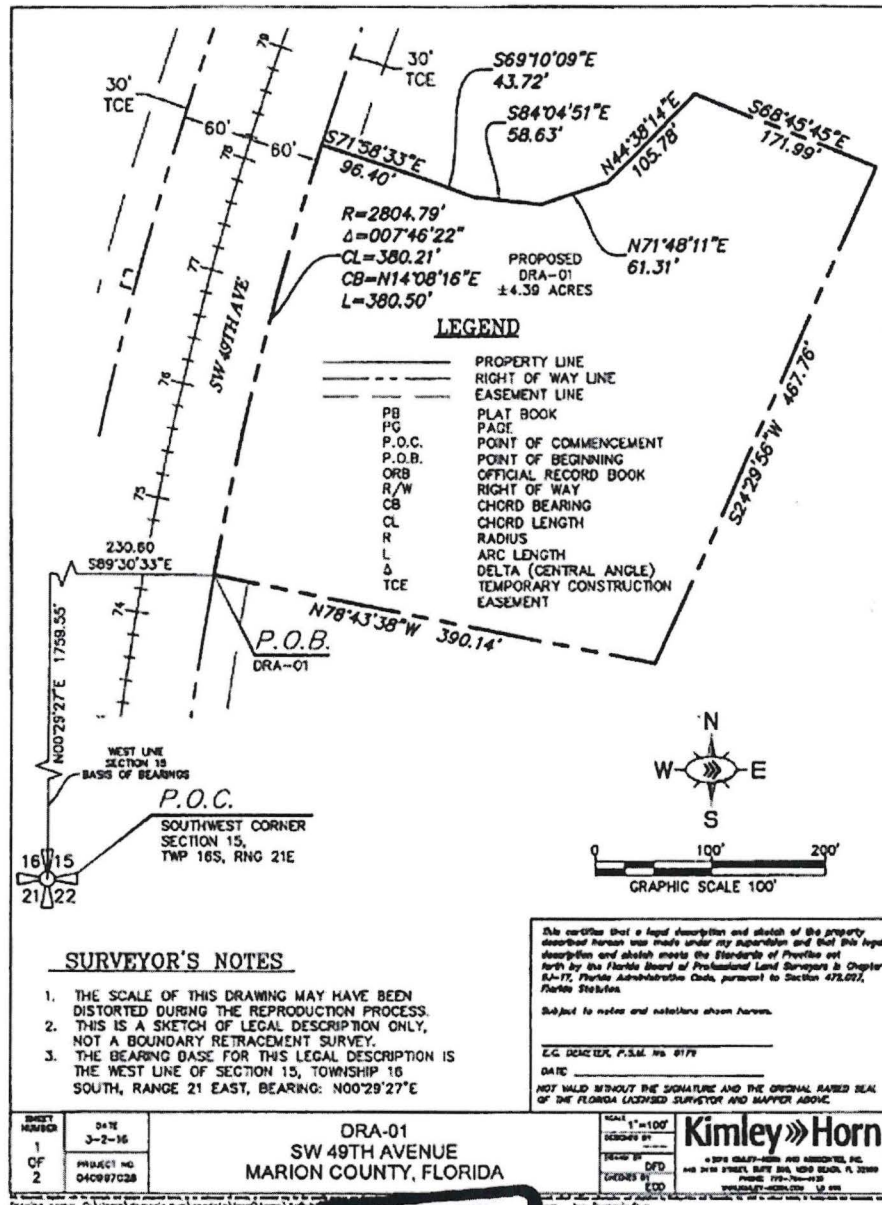
☒ Personally known by me, OR
☐ Produced _____ as identification.

Dated: this 17 day of January, 2017



Daniel Alejandro Martin
Commission #FF964168
Expires: February 28, 2020
Bonded thru Aaron Notary

[Signature]
Print Name: Daniel Martin
Notary Public, State of FLORIDA
Commission number FF964168
Commission expires Feb 28, 2020



SW 49TH AVENUE: DRA-01 (FISCHER)

LEGAL DESCRIPTION

DRA-01

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 15, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE TALLAHASSEE BASE MERIDIAN, MARION COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15:

THENCE, BEARING NORTH 00°29'27" EAST, ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 1759.55 FEET TO A POINT;

THENCE, LEAVING SAID WEST LINE, BEARING SOUTH 89°30'33" EAST, A DISTANCE OF 230.60 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,804.79 FEET, A CENTRAL ANGLE OF 07°46'22", A CHORD LENGTH OF 380.21 FEET BEARING NORTH 14°08'16" EAST;

THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 380.50 FEET TO A POINT;

THENCE, BEARING SOUTH 71°58'33" EAST, A DISTANCE OF 96.40 FEET TO A POINT;

THENCE, BEARING SOUTH 69°40'09" EAST, A DISTANCE OF 43.72 FEET TO A POINT;

THENCE, BEARING SOUTH 84°04'51" EAST, A DISTANCE OF 58.63 FEET TO A POINT;

THENCE, BEARING NORTH 71°48'11" EAST, A DISTANCE OF 61.31 FEET TO A POINT;

THENCE, BEARING NORTH 44°38'14" EAST, A DISTANCE OF 105.78 FEET TO A POINT;

THENCE, BEARING SOUTH 88°45'45" EAST, A DISTANCE OF 171.99 FEET TO A POINT;

THENCE, BEARING SOUTH 24°29'56" WEST, A DISTANCE OF 467.76 FEET TO A POINT;

THENCE, BEARING NORTH 78°43'38" WEST, A DISTANCE OF 390.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 191.141 SQUARE FEET OR 4.39 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

SHEET NUMBER 2 OF 2	DATE 3-2-18	DRA-01 SW 49TH AVENUE MARION COUNTY, FLORIDA	Scale 1"=100'	Kimley»Horn © 2018 KIMLEY-HORN AND ASSOCIATES, P.C. 400 WEST PLYMER, SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-790-0100 WWW.KIMLEY-HORN.COM
	PROJECT NO. 040897028		Drawn By ECB	
	By: Domestic Dur			

We warrant upon the design and preparation of this plan that we are duly licensed and qualified to do so. We warrant that the design and preparation of this plan was completed by us or under our direct supervision and control. We warrant that the design and preparation of this plan was completed in accordance with the professional standards of the engineering profession. We warrant that the design and preparation of this plan was completed in accordance with the professional standards of the engineering profession. We warrant that the design and preparation of this plan was completed in accordance with the professional standards of the engineering profession.

EXHIBIT C

Return to:

Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471

This Document Prepared By:

Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471

Project: Ocala Crossings South PUD – County DRA Expansion
Property Appraiser Parcel ID: 35623+000-01 & a portion of 35623-000001

DEED AND GRANT OF DRAINAGE EASEMENT

THIS INDENTURE, made this ____ day of _____, 20____, by and between:

- Marion County, a political subdivision of the State of Florida (“County”), whose address is 601 SE 25th Avenue, Ocala, Florida, 34471
- Ocala Crossings South, LLC (“Developer”), whose address is 2500 Weston Road, Suite 311, Weston, FL 33331

WITNESSETH: That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged:

1. **Conveyance of Fee Simple Title.** Developer has granted, bargained and sold to the County, its successors or assigns forever, fee simple title to the following described land (portion of expanded Stormwater Facility), situate, lying and being in Marion County, Florida, to wit: See attached Exhibit A.
 - 1.1 Developer does hereby covenant that, at the time of the delivery of this deed the property as described in Exhibit A was free from all encumbrances made by Developer, and that Developer will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Developer, but against none other.
 - 1.2 Subject to: (a) taxes for the current year; and (b) easements, limitations, covenants, restrictions and other matters of record, if any, but provided, however, that such reference shall not serve to reimpose same.
2. **Grant of Drainage Easement.**
 - 2.1 Grant. County hereby grants unto the Developer, a perpetual easement for the purpose of maintaining the Stormwater Facility and all associated components, in accordance with the Agreement to Use County Stormwater Facility, on the following described land situated in Marion County, Florida, to wit:

See Exhibits A and B attached hereto and by this reference made a part hereof, along with as-built surveys of the improvements thereon, dated April 29, 2020 (County) and December 1, 2022 (Developer).

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record (if any).

To HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:
(Two witnesses required by Florida Law)

Bettina Nava
(Witness No. 1 - Signature)

Bettina Nava
(Witness No. 1 - Printed)

Charles Dohan
(Witness No. 2 - Signature)

Charles Dohan
(Witness No. 2 - Printed)

Steven Fischer
(Signature of Developer)

EXECUTIVE REAL ESTATE HOLDINGS, LLC.
(Name of Developer - Printed)

2500 WESTON RD, SUITE 311
(Address of Developer)

WESTON, FL 33331
(City, State, Zip of Developer)

STATE OF FLORIDA
COUNTY OF MARION Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of October, 2025, by STEVEN FISCHER, MANAGER OF EXECUTIVE REAL ESTATE HOLDINGS, LLC, MANAGER OF OCALA CROSSINGS SOUTH, LLC, who is personally known to me or who has produced _____ as identification; and who acknowledged that he/she executed this easement freely and voluntarily for the purposes therein expressed.

Bettina Nava
PRINT/TYPE NAME: Bettina Nava
Notary Public in and for the County and
State last aforesaid.
My Commission Expires: 08/11/2028
Serial No., if any: _____



BETTINA NAVA
Commission # HH 580523
Expires August 11, 2028

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

GREGORY C. HARRELL, CLERK

KATHY BRYANT, CHAIRMAN

Approved as to Form:

For ; Marion County Attorney