

This instrument prepared by:
James T. Hartley
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return to:
Marion County Utilities
11800 SE US Highway 441
Bellevue, FL 34420

SETTLEMENT AGREEMENT CONCERNING WATER AND WASTEWATER IMPROVEMENTS

THIS SETTLEMENT AGREEMENT CONCERNING WATER AND WASTEWATER IMPROVEMENTS is made and entered into this ____ day of February, 2025 (the “Effective Date”), by and between:

- Marion County, a political subdivision of the State of Florida (“County”);
- Straight Line Construction of Gainesville, LLC, a Florida limited liability company (“Developer”)

WHEREAS:

- A. Developer owns real property in Marion County, Florida, more particularly described in the attached **Exhibit A** (the “Property”).
- B. Developer’s predecessor in title to the Property, **Donald L. Devane, Jr.** (“Receiver”), as the Court appointed Receiver for Defendants, **Williard M. Arnold, Dorothy N. Arnold, DBA Marketing, Inc., as successor in interest to Carnegie Multi International Corporation, Carnegie Mortgage Securities, Inc., Murtaugh Corporation, and Thoroughbred Sales, Inc., Nahama Limited Company, the Arnold Group, Inc., Multi-Housing of Florida, Inc., and R.B. and Associates, Inc.**, in that certain case styled “United States of America vs. Willard M. Arnold, Etc.”, Case No. 99-161-OC-21C, in the United States District Court for the Middle District of Florida, Ocala Division, and **County**, entered into that certain Marion County Water and Wastewater System Standard Developer’s Service Agreement Contract No. 99-07 dated October 20, 1999 and recorded November 29, 1999 in Official Records Book 2724, Page 537, of the Public Records of Marion County, Florida (“Developer’s Agreement”).
- C. Receiver assigned its rights under the Developer’s Agreement to Developer’s immediate predecessor in title to the Property, 103rd Street Partnership, a Florida general partnership (the “Partnership”), by way of that certain Assignment and Assumption of Receiver’s Rights and Obligations Under Marion County Water and Wastewater System Standard Developer’s Service Agreement Contract No. 99-07 dated February 17, 2004, and recorded on March 2, 2004 in Official Records Book 3654, Page 590, of the Public Records of Marion County, Florida (“Assignment”).
- D. Developer purchased the Property from the Partnership by way of that certain Warranty Deed dated and recorded January 6, 2021, in the Official Records Book 7667, Page 1656 of the Public Records of Marion County, Florida.

- E. Partnership assigned its rights under the Developer’s Agreement to Developer by and through the Assignment of Rights dated January 6, 2021, attached hereto as **Exhibit B** (“Assignment of Rights”). County consents to such assignment.
- F. Pursuant to the Developer’s Agreement, to induce the County to provide water and wastewater service, and to continuously provide customers located on the Property with water and wastewater services, Receiver agreed to transfer ownership and control of the existing water and wastewater systems on the Property to County.
- G. The aforementioned conveyance was effectuated by way of that certain Receiver’s Deed dated October 20, 1999, recorded November 29, 1999, in OR Book 2724, page 498, Public Records Marion County, Florida.
- H. Thereafter, a controversy arose between Partnership, and subsequently Developer, and County concerning the parties’ rights and obligations.
- I. Contract 99-07 included Reserved Capacity in Section 21.7 that states, “the COUNTY agrees to furnish for the Property Water Treatment Capacity and Wastewater Treatment Capacity in an amount equal to that *existing and permitted as of October 19, 1999*, less ten (10) equivalent residential units (“ERUs”) of water service capacity and ten (10) ERUs of wastewater service capacity, in accordance with standards of applicable State Regulatory agencies and such capacity is hereby reserved for the benefit of the Property, provided however, that COUNTY may utilize any or all of such capacity, so long as COUNTY makes the reserved capacity available to the Property when the respective owners thereof require the same to obtain permits to construct improvements on the Property. Future water and wastewater purchases by RECEIVER, its successors and assigns in excess of the amounts reserved above will be at the rate then in effect at the time of purchase.
- J. The parties desire to resolve all matters between Developer and County related to the Property as more fully set forth herein.

ACCORDINGLY, for an in consideration of the Recitals, the mutual undertakings and agreement herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the Developer and the County hereby covenant and agree as follows:

- 1. **RECITALS.** The above Recitals are true and correct and form a material part of this Agreement.
- 2. **DEFINITIONS.**
 - 2.1. *Capital Charges* – The following:
 - 2.1.1. *Wastewater Capital Charge* – The wastewater capital charge presently set forth in Section 19-187 of the County Code (and, subject to Section 5 herein, in the event the County Code is changed to establish a different type of capital charges, impact fees or similar charges to be paid by a Customer for wastewater transmission or treatment, the term shall apply to the new charges).
 - 2.1.2. *Water Capital Charge* – The water capital charge presently set forth in Section 19-187 of the County Code (and, subject to Section 5 herein, in the event the County Code is changed to establish a different type of capital charges, impact fees or

similar charges to be paid by a Customer for water transmission or treatment, the term shall apply to the new charges).

- 2.2. *County Code* – The Code of Ordinances of Marion County, Florida, including the Marion County Land Development Regulations.
- 2.3. *Customer* – A retail customer of Water Service or Wastewater Service, regardless of whether the customer is the owner of the Unit to which the Water Service or Wastewater Service is provided, a tenant of such Unit or has such other interest in the Unit that entitles it to receive Water Service or Wastewater Service.
- 2.4. *ERC* – The assumed average daily flows for water of a detached single-family residential unit as set forth in the County Code. In the event that the definition of an ERC for water under the County Code is hereafter changed by County, the term shall apply to the amounts of such flow in effect at the time a Customer connects to the County’s Water Facilities shall apply.
- 2.5. *ERC Credits* – The ERCs of water and wastewater capacity that Developer may utilize by connecting to the County’s central water and wastewater utility systems without paying any Capital Charges for water or wastewater, as set forth in Section 5.
- 2.6. *Existing County Utility Agreements* –
 - 2.6.1. The Receiver’s Deed, dated October 20, 1999, recorded November 29, 1999 in OR Book 2724, Page 498 (“Deed”);
 - 2.6.2. The Access and Utility Easement Agreement dated October 20, 1999, recorded November 29, 1999 in OR Book 2724, Page 510 (“the Easement Agreement”);
 - 2.6.3. The Marion County Water and Wastewater System Standard Developer’s Service Agreement Contract No. 99-07, dated October 20, 1999, recorded November 29, 1999 in OR Book 2724, Page 537¹ (the “Original County Water/Wastewater Agreement”);
 - 2.6.4. The Assignment and Assumption of Receiver’s Rights and Obligation Under Marion County Water and Wastewater System Standard Developer’s Service Agreement Contract No. 99-07, dated February 17, 2004 and recorded March 3, 2004 in OR Book 3654, Page 590 (the “Assignment”).
 - 2.6.5. The assignment of the Developer’s Agreement being simultaneously approved herewith.
- 2.7. *Improvements* – All activities required to be undertaken to complete the design, permitting and construction, of improvements to be constructed hereunder. This shall include, but not be limited to, Public Improvements.
- 2.8. *Master Plan* – The following Major Site Plans, collectively:

¹ All recording references refer to the Public Records of Marion County, Florida.

- 2.8.1. Master Site Plan for Oak Trace Villas Phase 2 approved by the County's Development Review Committee and on file with the County (Marion County Project Number 24826).
- 2.8.2. and the Master Site Plan for Oak Trace Villas Phase 3 approved by the County's Development Review Committee and on file with the County (Marion County Project Number 29214).
- 2.9. *Public Improvements* – Sanitary sewer mains, sanitary sewer lines, potable water mains, potable water lines, potable water meters, fire hydrants, and grading and appurtenances related thereto lying within the Property and constructed by the Developer, as depicted on the Master Plan. Water system improvements will be Public Improvements only to the point of metering. Sanitary sewer system improvements will be Public Improvements with respect to the sanitary sewer mains and manholes, and sanitary sewer lines and services located within the Public Ingress and Egress Easement dated February 19, 2021 and recorded in OR Book 7400, Page 1061.
- 2.10. *Units* – The individual residential units / townhomes within the Property depicted on the Master Plan, upon which Developer seeks to construct under this Agreement.
- 2.11. *Wastewater Capital Charge* – See Section 2.1.1.
- 2.12. *Wastewater Service* – The readiness and ability on the part of County to provide wastewater treatment service to a Unit.
- 2.13. *Water Capital Charge* – See Section 2.1.2
- 2.14. *Water Service* – The readiness and ability on the part of County to furnish potable and fire flow water service to Customers within the boundaries of the Property.

3. Covenants of Developer.

- 3.1. Developer shall pay all other applicable fees in accordance with the County Code, including connection fees for potable water and sanitary sewer utilities serving the Property.
- 3.2. Developer shall execute and deliver to the County, at the request of the County, any grants of easement necessary for County to maintain and repair all Public Improvements after the completion of construction thereof and acceptance by the County.
- 3.3. Developer shall maintain and repair all Public Improvements for a period of one (1) year after the completion of construction thereof (“Maintenance Period”) and acceptance by the County as set forth in Section 4.1 and 4.2.
- 3.4. Prior to the beginning of the Maintenance Period, Developer shall provide to the County adequate assurance (in the form of a letter of credit, surety bond, escrow account, or other form of surety acceptable to County) in an amount equal to twenty percent (20%) of the actual costs of the Public Improvements, that the Developer will comply with the maintenance obligations regarding the Public Improvements as required under the terms of this Agreement. Said assurance shall remain in effect for the duration of the Maintenance Period. An eleven (11) month inspection will be conducted by Marion County Utilities

Department, prior to the release of the adequate assurance, of the Public Improvements and should all required corrections not be made prior to the expiration of the Maintenance Period the County shall have the right to utilize the adequate assurance to make the necessary corrections to the Public Improvements.

3.5. Notwithstanding the foregoing, it is hereby acknowledged that certain existing water and wastewater infrastructure lying within the Property was previously constructed by County (“Pre-Existing Improvements”). Developer shall have no obligation to maintain such Pre-Existing Improvements, which include, but may not be limited to, those improvements described to be “existing” on the Master Plan. Thus, Developer’s obligation to maintain and provide adequate assurance pursuant to Section 3.4 shall be limited to those Public Improvements constructed by Developer that do not constitute Pre-Existing Improvements.

3.5.1. County hereby accepts and shall perpetually maintain the Pre-Existing Improvements within the boundary of the Project as long as such “Pre-Existing Improvements” are necessary for County to meet its service obligations to the Property.

4. Covenants of County.

4.1. County shall accept and perpetually maintain the Public Improvements constructed according to the requirements of the County Land Development Code within the boundaries of the Project after the completion of the one (1) year Maintenance Period.

4.2. Upon completion of the public water and wastewater improvements, including delivering to County certification to operate both the water and wastewater systems by the Florida Department of Environmental Protection (FDEP), County shall permit connections to the County’s water and wastewater systems with respect to the Units in the Subdivision.

4.3. County shall issue building permits for the vertical construction of the Units that meet applicable building codes and upon payment of applicable permit fees, and will make all customary building inspections during the construction thereof.

5. Relationship with Existing County Utility Agreements.

5.1. The Existing County Utility Agreements and this Agreement both concern the provision of Water Service and Wastewater Service to the Property.

5.2. The Existing County Utility Agreements shall continue to apply to Water Service and Wastewater Service to the Property unaffected by this Agreement except as expressly set forth herein.

5.3. It is the intent of the Parties that, wherever the context permits, the Existing County Utility Agreements and this Agreement be construed harmoniously with each other and therefore in a manner to avoid any express conflicts. In the event that they cannot be so construed, it is the intent of the Parties that this Agreement shall control.

5.4. Nothing set forth herein shall adversely affect the Existing ERC Credits that Developer has under the Existing County Utility Agreements. Rather, the New ERC Credits being earned by Developer under this Agreement shall be deemed to supplement them.

6. ERC Credits.

- 6.1. County hereby grants to Developer a total of forty-two (42) Water and forty-two (42) Wastewater ERC Credits to be applied toward Water and Wastewater Capital Charges that would otherwise be due for new Units constructed within the Property. The Developer shall have seven (7) years from the Effective Date of this Agreement to utilize the granted new ERC Credits.
- 6.2. Developer may utilize the ERC Credits by connecting to the County Utility System without the payment of any Capital Charges up to the total value of the Credits. By way of clarification, Developer may utilize the ERC Credits to pay Wastewater Capital Charges and Water Capital Charges.
- 6.3. At the time Developer utilizes an ERC Credit, the Capital Charge that is the subject of the ERC Credit shall be the amount of Capital Charges due under the County Code at the time the Capital Charge is due to be paid to County.
- 6.4. Developer may transfer or assign the Existing ERC Credits and New ERC Credits to Customers within the Property. This Agreement shall run with the Property and be binding upon and shall inure to the benefit of Developer, the County, and their respective assigns and successors by merger, consolidation or conveyance. This Agreement, and the Credits provided for herein, shall not be sold, conveyed or assigned, or otherwise disposed of by Developer without the prior written consent of the County.

7. Acknowledgements. The Parties acknowledge the following standard County requirements concerning specific elements of the Project.

- 7.1. No particular odor-control device will be required to remediate odor from the wastewater facilities. Instead, such odor control can be achieved through piping and venting pursuant to County's technical specifications.
- 7.2. Developer will not be responsible for installing or providing a generator, but shall comply with all other electrical requirements and standard details.
- 7.3. The lift station's wet well, which is to be constructed by Developer pursuant to the Master Plan, shall be constructed with poured concrete in a manner complying with County's technical specifications.

8. General Provisions.

- 8.1. Performance on Behalf of Developer. County agrees that any obligation of Developer to construct any Improvements hereunder may be performed by or on behalf of Developer by third parties under contract with Developer, and such improvement shall be deemed performed by Developer hereunder.
- 8.2. Notices. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to

such other addresses as any party may designate by Communication complying with the terms of this Section:

If to County: Marion County Board of County Commissioners, Attn: Assistant County Administrator Angel Roussel, 601 SE 25th Ave., Ocala, Florida 34471;

If to Developer: Straight Line Construction of Gainesville, LLC a Florida limited liability company, Attn: Dan Eckhard, 3101 SW 34th Ave., Ocala, Florida 34474; email: dan@straightlinefl.com.

With a copy to: Robert W. Batsel, Jr., 1531 SE 36th Avenue, Ocala, FL 34471; email: rbatsel@lawyersocala.com.

8.2.1. Each such Communication shall be deemed delivered:

8.2.1.1. On the date of delivery if by personal delivery with signed receipt thereof;

8.2.1.2. On the date of email transmission if by email (subject to Section 8.2.1.6); and

8.2.1.3. 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.

8.2.1.4. 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.

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

8.2.1.6. 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.

8.2.1.7. Concerning Communications sent by email:

8.2.1.7.1. 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;

8.2.1.7.2. 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;

8.2.1.7.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

8.2.1.7.4. 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

8.2.1.7.5. 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.

8.3. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer, 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.

8.4. 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.

8.5. Default Provisions.

8.5.1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

8.5.2. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

8.5.3. In the event of a material default (as defined under Florida law) by Developer with respect to obligations under this Agreement, and failure of Developer to cure the default within the grace period set forth above, in addition to any other remedies available to County under the terms of this Agreement, County shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured.

8.6. Estoppel Statements.

- 8.6.1. 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”) stating:
- 8.6.1.1. 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.
- 8.6.1.2. Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).
- 8.6.1.3. That to the best of the requested Party’s knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
- 8.6.1.4. 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.
- 8.6.1.5. That, as to the Property 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.
- 8.6.1.6. 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.
- 8.7. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable 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 proceeding related thereto.
- 8.8. 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.
- 8.9. 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.

- 8.10. 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.
- 8.11. 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 Unit, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Unit 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. Term. The term of this Agreement shall be for a period of ten (10) years, commencing on the Effective Date.
- 8.16. Additional Definitions and Rules of Construction. The definitions in Section 2, and elsewhere in this Agreement, shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term "person" includes individuals, partnerships, corporations, limited liability companies, trusts, and other entities and associations. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires.
- 8.17. Effective Date. This Agreement shall become effective upon the recording of the fully executed Agreement in the Official Records of Marion County, Florida.
- 8.18. Entire Understanding. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof and subject to paragraph 5 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.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

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SIGNATURES START ON NEXT PAGE**

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

By: _____
Commissioner Kathy Bryant, Chairman

ATTEST:

Gregory C. Harrell, Clerk of Court and
Comptroller

Approved as to form and legality:

Matthew Guy Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Commissioner Kathy Bryant, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of the County.

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

Commission Number:
Commission Expires:

Notary: Check one of the following:

- Personally known OR
 Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

STRAIGHT LINE CONSTRUCTION OF
GAINESVILLE, LLC, a Florida limited liability
company

Witness #1

Print Witness #1 Name

By: _____
Daniel Eckhard, as Manager

Witness #1 Address

Witness #1 Address

Witness #2

Print Witness #2 Name

Witness #2 Address

Witness #2 Address

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Daniel Eckhard as Manager of Straight Line Construction of Gainesville, LLC., a Florida limited liability
company, on behalf of the company.

Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blank below).
- Type of Identification Produced: _____

EXHIBIT A
LEGAL DESCRIPTION – PROPERTY

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, KINGSLAND COUNTRY ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK L, PAGES 3 THROUGH 6, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID TRACT A, ALSO BEING THE E 1/4 CORNER OF SAID SECTION 25, AND RUN S.89°12'16"W. ALONG THE SOUTHERLY PROPERTY LINE OF SAID TRACT A, A DISTANCE OF 792.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE PREVIOUS COURSE A DISTANCE OF 2801.94 FEET TO A POINT, LEAVING SAID LINE, RUN N.00°47'44"W. A DISTANCE OF 318.41 FEET TO A POINT, THENCE RUN N.35°27'53"E. A DISTANCE OF 275.00 FEET TO A POINT, THENCE RUN S.71°18'49"E. A DISTANCE OF 220.00 FEET TO A POINT, THENCE RUN N.23°28'58"E. A DISTANCE OF 214.59 FEET TO A POINT ON CURVE INTERSECTING THE SOUTHERLY RIGHT OF WAY OF HIALEAH BOULEVARD OF SAID SUBDIVISION, THENCE RUN EASTERLY ALONG THE ARC OF A CURVE SEGMENT TO THE LEFT, A DISTANCE OF 329.88 FEET TO THE P.T., SAID CURVE SEGMENT HAVING A RADIUS OF 800.00 FEET, A DELTA OF 23°37'32", A CHORD OF 327.54 FEET, BEARING S.78°19'49"E. LEAVING SAID RIGHT OF WAY LINE RUN S.00°08'35"E. A DISTANCE OF 200.00 FEET TO A POINT, THENCE RUN N.89°51'25"E. A DISTANCE OF 800.00 FEET TO A POINT, THENCE RUN N.00°08'35"W. A DISTANCE OF 200.00 FEET TO A P.O.C., INTERSECTING SAID RIGHT OF WAY LINE, THENCE RUN EASTERLY ALONG THE ARC OF A CURVE SEGMENT TO THE RIGHT, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 436.84 FEET TO THE P.T., SAID CURVE SEGMENT HAVING A RADIUS OF 1450.00 FEET, A DELTA OF 17°15'42", A CHORD OF 435.19 FEET BEARING S.81°27'48"E. LEAVING SAID RIGHT OF WAY LINE, RUN S.17°10'03"W. A DISTANCE OF 200.00 FEET TO A POINT, THENCE RUN S.72°49'57"E. A DISTANCE OF 200.00 FEET TO A POINT, THENCE RUN N.17°10'03"E. A DISTANCE OF 200.00 FEET TO A POINT, INTERSECTING SAID RIGHT OF WAY LINE, THENCE RUN S.72°49'57"E. ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 200.00 FEET TO A POINT LEAVING SAID RIGHT OF WAY LINE, RUN S.17°10'03"W. A DISTANCE OF 200.00 FEET TO A POINT, THENCE RUN S.72°49'57"E. A DISTANCE OF 200.00 FEET TO A POINT, THENCE RUN N.17°10'03"E. A DISTANCE OF 200.00 FEET TO A POINT INTERSECTING SAID RIGHT OF WAY LINE, THENCE RUN S.72°49'57"E. ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET TO A POINT, LEAVING SAID RIGHT OF WAY LINE RUN S.17°10'03"W. A DISTANCE OF 200.00 FEET TO A POINT, THENCE RUN S.72°49'57"E. A DISTANCE OF 200.00 FEET TO A POINT, THENCE RUN S.00°47'44"E. A DISTANCE OF 44.20 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE

LESS AND EXCEPT:
PHASE 1, OAK TRACE VILLAS

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA, ALSO BEING A PART OF TRACT A, KINGSLAND COUNTRY ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK L, PAGES 3 THROUGH 6, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT A, ALSO BEING THE E 1/4 CORNER OF SAID SECTION 25, THENCE S.89°12'16"W. ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT A, 3014.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°12'13"W. ALONG SAID SOUTH BOUNDARY LINE 579.59 FEET; THENCE DEPARTING FROM SAID LINE N.00°47'44"W. 318.41 FEET; THENCE N.35°27'53"E. 275.00 FEET; THENCE S.71°18'49"E. 220.00 FEET; THENCE N.23°28'58"E. 214.59 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SW 103RD STREET ROAD (HIALEAH BOULEVARD) (100 FEET WIDE) OF SAID KINGSLAND COUNTRY ESTATES, UNIT 1, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 23°37'32", AN ARC DISTANCE OF 329.88 FEET AND A CHORD BEARING AND DISTANCE OF S.78°19'49"E. 327.54 FEET; THENCE DEPARTING FROM SAID RIGHT OF WAY LINE ON A NON-TANGENT LINE S.00°08'35"E. 200.00 FEET; THENCE S.44°51'25"W. 15.61 FEET; THENCE S.00°47'44"E. 192.13 FEET; THENCE S.89°12'16"W. 108.32 FEET; THENCE S.00°47'44"E. 112.11 FEET; THENCE S.44°12'16"W. 108.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:
TRACT #1 SEWER TREATMENT FACILITY

THE FOLLOWING DESCRIBED LAND BEING PART OF TRACT "A" UNIT #1 KINGSLAND COUNTRY ESTATES AS FOUND IN THE PUBLIC RECORDS OF MARION COUNTY, PLAT BOOK "L", PAGES #3-6, LOCATED IN SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, IN MARION COUNTY, FLORIDA. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT "A" UNIT #1 KINGSLAND COUNTRY ESTATES AS FOUND IN THE PUBLIC RECORDS OF MARION COUNTY, PLAT BOOK "L" PAGES #3-6. THENCE N.89°36'01"W. ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF SECTION 25 A DISTANCE OF 1012.64 FEET TO THE POINT OF BEGINNING. THENCE N.17°05'43"E. TO THE WESTERLY MOST CORNER OF LOT #6 KINGSLAND COUNTRY LOTS AS FOUND IN THE PUBLIC RECORDS OF MARION COUNTY, PLAT BOOK "2" PAGES 41, A DISTANCE OF 96.91 FEET. THENCE CONTINUE N.17°05'43"E. ALONG THE WEST LINE OF SAID LOT #6 TO THE SOUTHERLY RIGHT OF WAY OF S.W. 103RD STREET ROAD (HAVING A RIGHT OF WAY OF 100.00 FEET) A DISTANCE OF 200.18 FEET. THENCE N.72°54'16"W. ALONG SAID SOUTHERLY RIGHT OF WAY OF S.W. 103RD STREET ROAD TO THE NORTHEAST CORNER OF LOT #5 OF SAID KINGSLAND COUNTRY LOTS A DISTANCE 100.00 FEET, THENCE S.17°05'43"W. ALONG THE WEST LINE OF SAID LOT #5 A DISTANCE OF 199.78 FEET. THENCE N.72°40'36"W. A DISTANCE OF 324.40 FEET. THENCE S.06°37'25"W. TO THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 25 A DISTANCE OF 217.65 FEET. THENCE S.89°36'01"E. ALONG THE SOUTH LINE OF NORTH 1/2 OF SAID SECTION 25 TO THE POINT OF BEGINNING A DISTANCE OF 401.78 FEET.

LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE

LESS AND EXCEPT: TRACT #2 WELL SITE

THE FOLLOWING DESCRIBED LAND BEING PART OF TRACT "A" UNIT #1 KINGSLAND COUNTRY ESTATES AS FOUND IN THE PUBLIC RECORDS OF MARION COUNTY, PLAT BOOK "L", PAGES #3-6, LOCATED IN SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, IN MARION COUNTY, FLORIDA. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT "A" UNIT #1 KINGSLAND COUNTRY ESTATES AS FOUND IN THE PUBLIC RECORDS OF MARION COUNTY, PLAT BOOK "L" PAGES #3-6, THENCE S.89°12'16"W. ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF SECTION 25 A DISTANCE OF 2358.31 FEET; THENCE N.00°47'44"W. A DISTANCE OF 103.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N.00°47'44"W. A DISTANCE OF 90.00 FEET; THENCE N.89°12'16"E. A DISTANCE OF 85.00 FEET; THENCE S.00°47'44"E. A DISTANCE OF 90.00 FEET; THENCE S.89°12'16"W. TO THE POINT OF BEGINNING, A DISTANCE OF 85.00 FEET.

AND

LESS AND EXCEPT: TRACT 1:

A PORTION OF TRACT "A", KINGSLAND COUNTRY ESTATES, UNIT 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK L, PAGES 3 THROUGH 6, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "A", A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1550.00 FEET, A CHORD BEARING AND DISTANCE OF N.76°20'18"W., 189.56 FEET, TRAVEL ALONG THE ARC OF SAID CURVE AND THE NORTHERLY BOUNDARY OF TRACT "A", 189.68 FEET TO THE POINT OF TANGENCY; THENCE RUN N.72°49'57"W., ALONG THE NORTH BOUNDARY OF SAID TRACT "A", 1075.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S.17°10'03"W., 200.00 FEET; THENCE RUN N.72°49'57"W., 200.00 FEET; THENCE RUN N.17°10'03"E., 200.00 FEET TO THE NORTH BOUNDARY OF SAID TRACT "A"; THENCE RUN S.72°49'57"E., ALONG THE NORTH BOUNDARY OF SAID TRACT "A", 200.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
ASSIGNMENT OF RIGHTS

This instrument prepared by
and please return to:

Name: DAVID L. MacKAY, Esquire
DAVID L. MacKAY ATTORNEY, P. A.
2801 SW College Road, Suite 2
Ocala, Florida 34474

Assignment of Rights

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned, **103rd Street Partnership**, a Florida general partnership (hereafter referred to as "Assignor"), this 6th day of January, 2021, does hereby assign and set over unto **Straightline Construction of Gainesville, LLC**, a Florida limited liability company, (hereafter referred to as "Assignee") having its mailing address at 10121 SW 17th Street Ct, Ocala, Florida 34476, all rights, interests and privileges reserved unto Assignor under the Marion County Water and Wastewater System Standard Developer's Service Agreement Contract No. 99-07, as recorded in OR Book 2724, Page 537, Public Records of Marion County, Florida ("County System Developer's Agreement"), as subsequently assigned to 103rd Street Partnership, a Florida general partnership, under Assignment and Assumption of Receiver's Rights and Obligations under Marion County Water and Wastewater System Standard Developer's Service Agreement Contract No. 99-07, recorded in OR Book 3654, Page 590, Public Records of Marion County, Florida.

Whereas, Frank J. Tona, Managing Partner of Assignor, in accordance with the provisions of Article 8, Section C, of the Partnership Agreement is authorized to assign all rights, interests and privileges reserved unto Assignor without further consent of any party; and

Whereas, Assignee desires to assume all benefits, interests and responsibility of the Assignor under the terms of the County System Developer's Agreement;

Now, therefore, the Assignor does hereby assign, transfer and set over to the Assignee all rights, interests and privileges reserved unto Assignor, under the terms of the County System Developer's Agreement.

IN WITNESS WHEREOF, the said Assignor and Assignee have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

**103rd Street Partnership, a Florida general
partnership**

By: Frank J. Tona M.P.
Frank J. Tona, Managing Partner

David L. Mackay

Signature/Witness #1

DAVID L. MACKAY

Printed Name/Witness #1

Bree Salzer

Signature/Witness #2

BREE SALZER

Printed Name/Witness #2

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me, by means of physical presence, this 6th day of January, 2021, by **FRANK J. TONA, Managing Partner of 103rd Street Partnership, a Florida general partnership**, who is personally known to me or has provided _____ as identification.

David L. Mackay
(Signature, Notary Public, State of Florida)
(Print, Type or Stamp Commissioned
Name of Notary Public)

