

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 AND AGREEMENT CONCERNING STORMWATER
FACILITIES RELOCATION**

THIS DEVELOPER'S AGREEMENT AND AGREEMENT CONCERNING STORMWATER FACILITIES RELOCATION made and entered into this _____, 2024, (the "Effective Date"), by and between:

- Marion County, a political subdivision of the State of Florida ("County"); and
- Emerson Pointe Development, LLC, a Florida limited liability company ("Owner").

WHEREAS:

- A. Owner owns or has a contract to acquire the Property.¹
- B. The Property is contiguous to NE 35th Street along the Property's northern boundary.
- C. County is designing and permitting, and intends to construct, the 35th Street Project.
- D. In connection therewith, County, through the County Contract Engineer, has designed the Original Stormwater Management System including the Original Conveyance Facilities and the Original DRA.
- E. Further in connection with its design of the 35th Street Project, County has determined that it needs to acquire the 35th Street ROW.
- F. Owner has determined that the location of the Original Stormwater Management System will interfere with Owner's proposed development of the Property.
- G. Owner has offered to:
 - 1). Convey to County the 35th Street ROW.
 - 2). Design, permit, and construct the Revised Stormwater Management System including the Revised Conveyance Easement and the Revised DRA, in lieu of the County acquiring portions of the Property for the Original Stormwater Management System.

¹ Terms capitalized in these Whereas paragraphs and not otherwise defined herein are defined in paragraph 1 or elsewhere in this Agreement.

- H. County has agreed to Owner's proposal.
- I. The parties enter into this Agreement to accomplish the:
 - 1). Conveyance by Owner to County of the 35th Street ROW.
 - 2). Owner's design, permitting and construction of the Revised Stormwater Management System.
 - 3). Owner's conveyance to County of Drainage Easements to permit County to convey Stormwater from NE 35th Street through the Revised Stormwater Conveyance System, and store Stormwater in, the Revised DRA.
- J. County finds that the Owner's construction and contributions are consistent with the Marion County Comprehensive Plan.
- K. County agrees to the foregoing pursuant to the terms and conditions of this Agreement.

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:

PART A – DEFINITIONS/ORGANIZATION

- 1. **Definitions.** In addition to other terms defined in this Agreement, the following terms have the following meanings:
 - 1.1. *35th Street Project* – County's design, permitting and construction of improvements to NE 35th Street including the construction of two additional lanes and Stormwater Management Systems necessary to accommodate Stormwater from such widening, as well as related improvements.
 - 1.2. *35th Street ROW* – The portion of the Property, approximately 0.4 acres in size, labeled *35th Street ROW* on the Concept Plan.
 - 1.3. *Concept Plan* – The depiction of the 35th Street ROW, the original Stormwater Management System, and the Revised Stormwater Management System as set forth on the attached **Exhibit A**.
 - 1.4. *Construct* (regardless of whether the terms are capitalized) – When used in the context of the Revised Stormwater Management System: (a) the design, permitting and construction of the Revised Stormwater Management System; and (b) conveyance to County of the Drainage Easement.
 - 1.5. *Contractor* – One or more contractors constructing the Revised Stormwater Management System on behalf of Owner.
 - 1.6. *County* – Marion County, a political subdivision of the State of Florida.
 - 1.7. *County CMS* – County's Concurrency Management System codified at Division 8 of Article 1 of the County LDR.

- 1.8. *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.
- 1.9. *County Commission* – The Board of County Commissioners of Marion County, Florida.
- 1.10. *County Contract Engineer* – A registered professional engineer retained by County to design the 35th Street Project. The County Contract Engineer is Juan Guerra of Guerra Development Corp., a Florida corporation. County may change the County Contract Engineer for the work to be performed under this Agreement, by providing written notice thereof to Owner. As set forth in this Agreement, Owner may retain County Contract Engineer, or shall reimburse County for the costs associated with the following work by County Contract Engineer:
 - 1.10.1. The design and permitting of the Revised Stormwater Management System including the preparation of Plans for the Revised Stormwater Management System and obtaining all Permits for the Revised Stormwater Management System.
 - 1.10.2. Certifying Substantial Completion of the Revised Stormwater Management System pursuant to paragraph 1.39.
- 1.11. *County Impact Fee Ordinance* – The “Marion County Impact Fee Ordinance for Transportation Facilities” as defined and codified in Division 2 of Article 10 of the County Code.
- 1.12. *County LDR* – The County’s “Land Development Code,” as adopted by County Ordinance No. 13-20, as defined in Section 1.1.1 of such Code, and as the same may be subsequently amended, modified, or supplemented.
- 1.13. *County Representative* – The County Administrator, any Assistant or Deputy County Administrator, or the County Engineer.
- 1.14. *Credit Eligible Costs* – A portion of the cost of constructing the Revised Stormwater Management System, together with additional amounts, for which Owner is eligible for Impact Fee Credits, as set forth in paragraph 8.2.
- 1.15. *Drainage Easement* – One or more of the easements to be granted by Owner to County pursuant to paragraph 6 to permit the conveyance of Stormwater from the NE 35th Street through the Revised Stormwater Conveyance System, and the storage of Stormwater in the Revised DRA, as permitted by one or more Permits issued or to be issued by the Water Management District.
- 1.16. *Force Majeure* – As defined in paragraph 11.
- 1.17. *Governmental Authority* – Any governmental agency, entity, department, commission, or other governmental organization of any nature whatsoever which has regulatory authority over, or must issue approvals or permits for, the construction and operation of any land, roadways, or Stormwater Management Facilities which are subject of this Agreement, including, without limitation, County, or the Water Management District.

- 1.18. *Impact Fee Credits* – Credits against Impact Fees to be provided to Owner pursuant to this Agreement.
- 1.19. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. (Because this Agreement primarily concerns transportation matters, this phrase does not apply to any other impact fees, capital charges, or similar charges, assessed under the County Code.)
- 1.20. *Intended Use* – Owner’s intended use as a residential development consisting of approximately 261 platted lots upon which will be constructed residences.
- 1.21. *Intersection Improvements* – The construction of an eastbound right turn lane, and a westbound left turn lane, on NE 35th Street as set forth in greater detail in paragraph 17.1.1.
- 1.22. *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 November 15, 2024, is January 15, 2025. 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.
- 1.23. *Original DRA* – The portion of the Property, approximately 3.9 acres in size, labeled as *Original DRA* on the Concept Plan. As can be seen from the Concept Plan, a portion of the Original DRA is included within the Revised DRA.
- 1.24. *Original Conveyance Facilities* – The portion of the Property, approximately 0.9 acres in size, labeled as *Original Conveyance Facilities* on the Concept Plan.
- 1.25. *Original Stormwater Management System* – The Original Conveyance Facilities and the Original DRA.
- 1.26. *Parcel* – Any parcel of land, including a platted lot, unplatted parcel or other division of real property located on the Property.
- 1.27. *Party* – As applicable Owner, Owner, or County.
- 1.28. *Permits* – All permits necessary for the construction of the Revised Stormwater Management System.
- 1.29. *Plans* – The plans and specifications for the construction of the Revised Stormwater Management System, as approved by County and/or all other Governmental Authorities with jurisdiction thereover.
- 1.30. *Professional Expenses* – Amounts paid by Owner for: (a) services rendered by engineers, surveyors, attorneys, and other professionals in connection with the preparation of this Agreement, the design, permitting and construction of the Revised Stormwater Management System; and (b) permit application and related fees.
- 1.31. *Project* – Development of the Property as set forth in the Traffic Study.
- 1.32. *Project Engineer* – The registered professional engineer retained by Owner to represent Owner with respect to Owner’s interests under this Agreement, to be retained by Owner to

work with County Contract Engineer concerning the work to be performed by County Contract Engineer pursuant to paragraphs 1.10.1 and 1.10.2, and to otherwise provide services to Owner in connection with this Agreement. Project Engineer is currently Tillman and Associates Engineering, LLC, a Florida limited liability company. Owner may change the Project Engineer for the work to be performed on behalf of Owner, by providing written notice thereof to County.

- 1.33. *Property* – The real property described in the attached **Exhibit B**.
- 1.34. *Revised Conveyance Facilities* – The portion of the Property labeled as *Revised Conveyance Facilities* on the Concept Plan, being the portions of the Revised Stormwater Management System that will convey stormwater from NE 35th Street into the Revised DRA.
- 1.35. *Revised DRA* – The portion of the Property labeled as *Revised DRA* on the Concept Plan and being the drainage retention area which will be constructed to provide Stormwater retention capacity for the Revised Stormwater Management System. As can be seen from the Concept Plan, the Revised DRA includes a portion of the Original DRA as well as portions of the Property north and south of such portion of the Original DRA.
- 1.36. *Revised Stormwater Management System* – The design, permitting and construction of a Stormwater Management System on the Property consisting of:
 - 1.36.1. The Revised Conveyance Facilities; and
 - 1.36.2. The Revised DRA.
- 1.37. *Stormwater* – Surface water or stormwater runoff (regardless of whether the term is capitalized), to be managed pursuant to the Revised Stormwater Management System.
- 1.38. *Stormwater Management System* – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and Stormwater management system which provide Stormwater management for the 35th Street Project, a portion of which will be constructed on the Property pursuant to the terms of this Agreement. The Stormwater Management System shall comply with the design, construction, and operational requirements of the Water Management District and (as applicable) County.
- 1.39. *Substantial Completion* – Substantial completion of the Revised Stormwater Management System as evidenced by a certificate from the Project Engineer or County Contract Engineer therefor certifying that the Revised Stormwater Management System has been constructed pursuant to the approved Plans and any Permits therefor, and County's acceptance of the Revised Stormwater Management System.
- 1.40. *Traffic Study* – The *Traffic Impact Analysis Carson Place – NE 35th Street* prepared by Palm Traffic, LLC, dated August 2023 and revised October 2023.
- 1.41. *Transportation Facilities* – All roads, streets, highways, intersections, Stormwater management systems, or similar facilities.

- 1.42. *Water Management District or District* – St. John’s River Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of Stormwater Management Systems.
2. **Organization.** This Agreement is divided into four primary Parts:
 - 2.1. Part A containing provisions concerning definitions of terms and organizations of the Agreement.
 - 2.2. Part B concerning the design, permitting and compensation for the Revised Stormwater Management System.
 - 2.3. Part C concerning the conveyance of the 35th Street ROW.
 - 2.4. Part D contains miscellaneous provisions that concern the entire Agreement.

PART B – REVISED STORMWATER MANAGEMENT SYSTEM

3. **Design and Permitting.**
 - 3.1. Owner has, prior to the Effective Date of this Agreement, retained Project Engineer to design the Revised Stormwater Management System to be constructed by Owner and to obtain Permits for such Revised Stormwater Management System. The design is subject to approval by the County Contract Engineer.
 - 3.2. Owner will obtain Permits for the Revised Stormwater Management System pursuant to the following requirements:
 - 3.2.1. The Revised Stormwater Management System shall be generally consistent with the Concept Plan.
 - 3.2.2. The Revised Stormwater Management System shall be designed to accommodate 10.73 acre-feet of Stormwater from the 35th Street Project, being the same volume of Stormwater that the Original Stormwater Management System was designed to accommodate, together with all post-development Stormwater from the development of the Property.
 - 3.3. Owner shall prepare and submit to County, and any Governmental Authority, including FDOT and the Water Management District, the Plans for approval by County or such Governmental Authority, prior to commencing construction of the Revised Stormwater Management System.
 - 3.4. Owner shall obtain all Permits necessary for the construction of the Revised Stormwater Management System. County consents to such Permits being in the name of County and/or Owner, and County shall cooperate with Owner in connection with the permitting process. Owner shall provide to the other Parties copies of all Permits it obtains.
 - 3.5. Owner shall pay all Professional Expenses incurred in connection with the design and permitting of the Revised Stormwater Management System.
4. **Construction of Revised Stormwater Management System.**

- 4.1. Owner shall request bids from Contractors for the construction of the Revised Stormwater Management System and may award the bid to any Contractors. Regardless of the amount bid or owed under the award, Owner may receive Impact Fee Credits only for Credit Eligible Costs as set forth in paragraph 8.2.
- 4.2. Owner shall enter into one or more agreements with one or more Contractors for the construction of the Revised Stormwater Management System.

5. Schedule for Revised Stormwater Management System.

- 5.1. Owner shall obtain all Permits for the Revised Stormwater Management System within three (3) months after the Effective Date of this Agreement.
- 5.2. Owner shall commence construction of the Revised Stormwater Management System within three (3) months after obtaining all Permits.
- 5.3. Owner shall cause Substantial Completion of the Revised Stormwater Management System within six (6) months after commencing such construction.
- 5.4. Within forty-five (45) days after Owner's Substantial Completion of the Revised Stormwater Management System, Owner shall provide to County "as built" surveys of the Revised Stormwater Management System.

6. Drainage Easement.

- 6.1. As part of the design of the Revised Stormwater Management System, Owner, through the County Contract Engineer, shall prepare legal descriptions for the Revised DRA and Revised Stormwater Conveyance Facilities.
- 6.2. Within ninety (90) days after Substantial Completion of the Revised Stormwater Management System, Owner shall grant to County the Drainage Easement.
 - 6.2.1. The instrument granting the Drainage Easement shall grant to County the Drainage Easement to permit the conveyance of Stormwater from the 35th Street Project into the Revised DRA, and the storage of Stormwater in the Revised DRA, as permitted by one or more Permits issued by the Water Management District, and the maintenance of the Revised Stormwater Management System.
 - 6.2.2. The form and substance of the instrument granting the Drainage Easement shall be subject to approval of the County Representative.
- 6.3. As consideration for the conveyance of the Drainage Easement, County shall pay to Owner, upon the recording of the Drainage Easement, the amount of \$113,250.00 calculated as follows:
 - 6.3.1. \$97,500.00 for the portion of the Drainage Easement utilized for stormwater retention, calculated as follows: (a) \$25,000.00 per acre being the parties' reasonable estimate of the fair market value of the portion of the property being encumbered by the Drainage Easement in the Revised DRA; multiplied by (b) the 3.9 acres being the size of the Original DRA; plus.

- 6.3.2. \$15,750.00 for the portion of the Drainage Easement utilized for conveyance, calculated as follows: (a) \$25,000.00 per acre being the parties' reasonable estimate of the fair market value of the portion of the property being encumbered by the Drainage Easement for conveyance; multiplied by (b) .9 acres being the area of the Original Stormwater Conveyance Facilities; multiplied by (c) 70%.
- 6.4. The Drainage Easement will be executed and delivered to County under threat of and in lieu of condemnation. Therefore, County and Developer believe no documentary excise taxes are due. If they are due, they shall be paid by County, together with any interest and penalties.
- 6.5. The Drainage Easement shall be conveyed pursuant to the Conveyance Standards set forth on the attached Exhibit C.

7. **Maintenance.**

- 7.1. Following construction of the Revised Stormwater Management System, Owner shall maintain the Revised Stormwater Management System.
- 7.2. In the event of a catastrophic occurrence with respect to the Revised Stormwater Management System (for the purposes of this paragraph 7.2 "catastrophic occurrence" shall be deemed to be the occurrence of a sinkhole or some other geotechnical occurrence causing the stormwater retention capability of the Revised Stormwater Management System to cease to exist or to be materially impaired as to functionality):
 - 7.2.1. Owner 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, and shall submit them to County for approval, unless the County Administrator determines that there is insufficient time to repair the catastrophic occurrence to follow such process in which event the Owner may retain a contractor in its reasonable discretion.
 - 7.2.2. During the corrective work, County shall be permitted to inspect the work.
 - 7.2.3. Owner (or POA, if applicable) shall complete all required repairs and shall submit to County documentation reasonable sufficient to establish the amount of the repairs and that Owner has paid such costs.
 - 7.2.4. The cost of the repair of any such catastrophic occurrence shall be borne by Owner (or by the POA, if applicable under the provisions of paragraph 7.3) and County on a pro-rate basis, based upon their prorated capacity usage rights of the Revised Stormwater Management System. The parties agree that the County's prorated capacity usage rights is Thirty-Seven Percent (37%). If the Revised Stormwater Management System is not constructed as currently designed, or is hereafter modified, Owner and County shall determine the revised prorated capacity usage.
 - 7.2.5. In this event Owner (or POA, if applicable) shall complete all required repairs subject to review and approval by County and District and invoice County for reimbursement of County's pro rata share of reasonable out-of-pocket costs incurred by Developer or POA.

7.3. POA.

7.3.1. In connection with its development of the Property, Owner may form a validly organized Florida not-for-profit corporation as a property owners' association ("POA"), provided that all the following conditions are satisfied:

7.3.1.1. The POA is formed for the specific purpose of owning and maintaining common elements for the development of the Property, including the Revised Stormwater Management System.

7.3.1.2. The POA is granted the authority to own, maintain and operate the Revised Stormwater Management System by a Declaration recorded in the Public Records of Marion County, Florida.

7.3.1.3. The POA is empowered under the terms of any recorded Declaration to collect assessments from all or some of the owners of units located on the Property for the purpose of providing funds necessary for the maintenance and operation of the Revised Stormwater Management System.

7.3.2. Owner shall have the right to convey to the POA fee simple title to the Revised Stormwater Management System. The POA shall have the right to assume the operation, repair, and maintenance obligations of Owner with respect to the Revised Stormwater Management System, and Owner shall be released from any and further liabilities or responsibilities with respect to the ownership, operation, maintenance, and repair of the Revised Stormwater Management System. The conveyance of the Revised Stormwater Management System, assumption of the maintenance obligations of Owner by the POA, and the release of Owner shall be completed in accordance with the following provisions:

7.3.2.1. Simultaneous with the conveyance of the Revised Stormwater Management System to the POA, Owner and the POA shall enter into an agreement (the "Assumption Agreement"), to be recorded in the Public Records of Marion County, Florida, under which the POA expressly acknowledges assumption of all of Owner's obligations under this Agreement with respect to the Revised Stormwater Management System. A copy of the recorded Assumption Agreement shall be provided to County and to the District promptly after its recordation.

7.3.2.2. Upon completion of the procedures set forth above, Owner and the POA will, at their sole cost and expense, undertake actions to have the designated permittee of the Stormwater Permit modified to be the POA, subject to any required review and approval by the District or County.

7.3.2.3. Upon completion of the execution of the Assumption Agreement and the recording of the same in the Public Records of Marion County, Florida, the POA shall have assumed and shall be responsible for all maintenance obligations of Owner with respect to the Revised Stormwater Management System, notwithstanding whether the

designated permittee of the Stormwater Permit has been modified to the POA.

8. Impact Fee Credits for Construction.

8.1. Entitlement. County acknowledges that, pursuant to the County Impact Fee Ordinance, Owner is entitled to Impact Fee Credits for the construction of the Revised Stormwater Management System.

8.2. Credit Eligible Costs. The amount of Impact Fee Credits owed to Owner for construction of the Revised Stormwater Management System shall consist of the following:

8.2.1. County's Contract Engineer's estimate of the actual and reasonable cost (the "Construction Cost") that would have been incurred by County in constructing the Original Stormwater Management System. Attached hereto as Exhibit D is an estimate of such costs, and the Parties agree that, except as to the matters discussed in paragraph 8.2.1.1, such estimate shall be deemed to be the Construction Cost.

8.2.1.1. The estimate includes removing (exporting) excess dirt at a unit price of \$7.00 per cubic yard. It is possible that Owner may be able to use such excess dirt on the Property and thus should not be compensated for removal.

a. Therefore, Owner shall keep, and provide to County along with the other documents required by paragraph 8.2.1.2, records accurately depicting the quantity of dirt removed from the Property in connection with the construction of the Revised DRA.

b. The Construction Cost shall include, for purposes of the dirt removed, the quantity of dirt removed as set forth in those records multiplied by the unit price of \$7.00 per yard up to the amount for such removal set forth on the attached Estimate (i.e., \$138,320.00). Thus, Owner may be paid less, but shall be paid no more, than the amount of the estimate for the dirt removal.

8.2.1.2. Owner shall be entitled to such Impact Fee Credits upon presenting to County the final construction lien waivers from Contractor and all other person providing labor, services or materials in connection with Owner's construction of the Revised Stormwater Management System, together with the records concerning dirt removal as set forth in paragraph 8.2.1.1.a.

8.2.2. Plus, all amounts paid by Owner for Professional Expenses as documented by:

8.2.2.1. Invoices submitted to Owner for services and costs.

8.2.2.2. Proof of payment of such invoices, or of permitting fees, by the Owner.

8.2.3. Plus, to the extent not included in paragraph 8.2.2, all permitting fees paid by Owner to County, or any other Governmental Authority in connection with the Owner's Revised Stormwater Management System.

8.3. Determination. Upon County's review of the documentation provided by Owner pursuant to paragraph 8.2.1, County shall provide to Owner confirmation of the amount of Credit Eligible Costs for which Owner is entitled. Owner shall have Impact Fee Credits in such amounts.

9. **Miscellaneous Provisions Concerning Impact Fee Credits.**

9.1. Generally. This Agreement constitutes a "written impact fee credit agreement" pursuant to Section 10-323 of the County Impact Fee Ordinance.

9.2. Duration of Impact Fee Credits. The Impact Fee Credits under this Agreement shall expire twenty (20) years from the Effective Date of this Agreement.

9.3. Additional Requirements. In compliance with Section 10-323(f) of the County Impact Fee Ordinance, the following provisions shall apply:

9.3.1. The Revised Stormwater Management System under this Agreement shall be construed and characterized as work done and property rights acquired by the County for the improvement of a road within the boundaries of a public right of way, and County has the exclusive control of such construction or contributions (except to the extent they are to be performed by Owner hereunder) including whether they are subsequently transferred to another governmental entity.

9.3.2. Owner shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect total cost of the Revised Stormwater Management System. Such information shall be available to County, or its duly authorized agent or representative for audit, inspection or copying for a minimum of 5 years from the termination or expiration of this Agreement.

9.3.3. Each Impact Fee Credit shall run with the land for which the Impact Fee is being assessed, subject to Owner's right to assign the Impact Fee Credits under paragraph 9.3.12, and shall be reduced by the entire amount of the Impact Fee due for each building permit or site plan approval issued thereon until all Impact Fee Credits are exhausted or no longer available.

9.3.4. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to Parties, including, without limitation, subsequent owners of a parcel.

9.3.5. County shall conduct an annual review under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement, and shall, upon request of Owner or Owner, provide to Owner or Owner the amount of Impact Fee Credits applied toward payment of Impact Fees, and the balance of available and unused Impact Fee Credits.

9.3.6. County and Owner shall negotiate in good faith to modify or revoke this Agreement as is necessary to comply with relevant state or federal laws, if state or federal laws are enacted after execution of the Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement.

- 9.3.7. This Agreement may be amended or cancelled by mutual consent of the parties or by their successors in interest. For purposes of the foregoing any owner of a Parcel which has been developed as contemplated by this Agreement and for which all Impact Fees have been paid (either monetarily or by Impact Fee Credit) shall not be required to join in any subsequent amendment.
 - 9.3.8. Owner shall cause this Agreement to be recorded in the Public Records of Marion County, Florida, within 14 days of the Effective Date thereof.
 - 9.3.9. County will establish the time frame when the Impact Fee Credits become available on all future roadways contained on the County major road network. Such time frame shall be based on when traffic volumes are expected to reach a level consistent with the classification of the road as a County collector or arterial road.
 - 9.3.10. Except where this Agreement contains a different deadline, all right of way shall be dedicated or conveyed to County no later than the time at which the Impact Fees are required to be paid under the County Impact Fee Ordinance. The portion of the Impact Fee represented by an Impact Fee Credit for construction of the Revised Stormwater Management System shall be deemed paid when the Revised Stormwater Management System are completed and accepted by the County for maintenance.
 - 9.3.11. The Impact Fee Credits granted under this Agreement are for construction or contributions made to the major road network system to accommodate growth within the respective road construction district (being the "East County District" as defined in Section 10-325(b)(2) of the County Impact Fee Ordinance) where the impact generating land development activity is located.
 - 9.3.12. The Impact Fee Credits may be assigned to other developments, regardless of ownership, within the "East County District" as defined in Section 10-325(b)(2) of the County Impact Fee Ordinance.
 - 9.3.13. During construction of the Developer Improvements, Owner shall comply with the Risk Management Guidelines as established by County's Risk Management Department and provided to Owner, including, without limitation, the insurance and indemnity provisions thereof.
 - 9.3.14. As the Developer Improvements were not an integral part of the major road network system which was scheduled for construction in the five (5) year County TIP or any municipal CIP, this Agreement has been approved by a super-majority vote of the County Commission.
10. **County Representative.** Whenever this Agreement refers to approval by County, or the subsequent execution or delivery of another instrument by County, such approval may be provided by, and such instrument may be executed by, the County Representative unless, pursuant to the County Code or other applicable law, such approval is required by the County Commission or some other board of County or, only a member of the County Commission may execute such instrument. By approving this Agreement, the County Commission authorizes the County Representative to make such approvals and execute such instruments.

11. **Force Majeure.**

11.1. "Force Majeure" means causes that: (a) are beyond the reasonable control of a party (the "Delayed Party"); (b) the Delayed Party, despite its diligent, good faith efforts, is unable to overcome; and (c) consist solely of delays caused by any of the following: fire, flood, windstorm, sinkhole, unavailability of materials or equipment (provided that the Delayed Party demonstrates that such materials or equipment were ordered with sufficient lead time given known market conditions, and there are no commercially available alternative sources from which the materials or equipment can be procured at prices substantially equivalent to the prices of the original materials or equipment), equipment or fuel, declaration of hostilities, terrorist act, civil strife, strike, lock-out, labor dispute, epidemic, pandemic, archaeological excavation, act of God, act of public enemy, act of armed forces, war, riot, sabotage, blockage, embargo, earthquake, flood, fire, explosions, tornado or hurricane, litigation, unusual and unforeseen delays in actions, restrictions, requirements or mandates of governmental authorities, governmental restraints, or any other cause whether or not of the same kind as enumerated above, that is either: (a) not within the sole control of the Delayed Party and which by exercise of Due Diligence the Delayed Party is unable to overcome; or (b) that constitutes an excuse under Florida law based upon the doctrine of "impossibility of performance."

11.2. If Owner is unable to timely perform its obligations under this Agreement, due to a Force Majeure, such delay shall be excused in the manner herein provided.

11.3. If Owner is so delayed, 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. Owner shall give written notice of the delay to County, which notice shall indicate the anticipated duration of the Force Majeure. 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.

12. **Acknowledgement Upon Completion.** Upon Owner's completion of the Revised Stormwater Management System, County shall execute and deliver to Owner a recordable instrument acknowledging such completion. Such instrument may be executed by County representative on behalf of County.

13. **Assignment Provisions.** Except concerning the Impact Fee Credits (provisions for the assignment of which are set forth elsewhere in this Agreement), Owner may not assign their rights or obligations under this Agreement without express written consent of County which may be withheld by County in its reasonable discretion.

PART C – 35TH STREET ROW

14. **Conveyance.**

14.1. Promptly following the execution of this Agreement, County shall cause a survey of the 35th Street ROW to be made for approval by Owner in its reasonable discretion.

14.2. Following Owner's approval of the survey, Owner shall convey the 35th Street ROW to County pursuant to the Conveyance Standards except as follows: County shall obtain the

survey of the 35th Street ROW and shall pay for any title insurance premiums or policies that County desires.

15. **Compensation.**

15.1. As compensation for the 35th Street ROW, County shall pay Developer \$10,000.00 calculated as follows: (a) \$25,000.00 per acre being the parties' reasonable estimate of the fair market value of the 35th Street ROW; multiplied by (b) .4 acres being the size of the 35th Street ROW.

15.2. At Closing, County shall pay such amount in immediately available funds.

15.3. The 35th Street ROW will be conveyed to County under threat of and in lieu of condemnation. Therefore, County and Developer believe no documentary excise taxes are due. If they are due, they shall be paid by County, together with any interest and penalties.

PART D – INTERSECTION IMPROVEMENTS

16. **Traffic Study.**

16.1. Developer has provided the Traffic Study to County and County has accepted the Traffic Study.

16.2. The Traffic Study shows that the Project meets the requirements of the County CMS and that no additional Transportation Facilities are required based upon the impact of the Project. Thus, if Developer wishes to reserve concurrency under the County CMS, Developer may pay capacity reservation fees pursuant to Section 1.8.6.D. of the County CMS.

17. **Intersection Improvements.**

17.1. Background.

17.1.1. Notwithstanding the that Project complies with the County CMS, the Traffic Study indicated that the following improvements (the "Intersection Improvements") are warranted:

17.1.1.1. A right turn lane, with a depth of 155 feet, for eastbound traffic on NE 35th Street at the Property's entrance on NE 35th Street.

17.1.1.2. A left turn lane, with a depth of 205 feet, for westbound traffic on NE 35th Street at the Property's entrance on NE 35th Street.

17.1.2. If Developer were to construct the Intersection Improvements now, they would likely be destroyed or damaged in connection with the County's construction of the 35th Street Project. Furthermore, insufficient right of way currently exists for the westbound turn lane on NE 35th Street, which right of way will be acquired by County as part of the 35th Street Project.

17.2. Payment by Developer.

17.2.1. In lieu of Developer constructing the Intersection Improvements, Developer shall pay to County the amount of \$197,623.53 being the estimate of the cost of the Intersection Improvements as set forth in the attached Exhibit E.

17.2.2. Developer shall pay such amount to County as follows:

17.2.2.1. Developer shall be entitled to use, as credits against such amount:

a. The amount of \$113,250.00 to be paid by County to Developer under paragraph 6.3 for the Drainage Easement.

b. The amount of \$10,000.00 being the amount to be paid by County to Developer pursuant to paragraph 15.1

17.2.2.2. The balance owed of \$74,373.53 shall be paid by Developer to County simultaneously with Developer's conveyance of the Drainage Easement under paragraph 6.

PART E – MISCELLANEOUS

18. Notices.

18.1. 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:

18.1.1. If to County: County Engineer, 412 SE 25th Avenue, Ocala, FL 34471; email: Steven.Cphoon@marionfl.org.

18.1.1.1. With a copy to: County Attorney, 601 SE 25th Avenue, Ocala, FL 34471; email: Matthew.Minter@marionfl.org.

18.1.2. If to Emerson Pointe Development: Matt Fabian, 4349 SE 20th Street, Ocala, FL 34471; email: mattpfabian@gmail.com.

18.1.2.1. With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

18.2. Each such Communication shall be deemed delivered:

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

18.2.2. On the date of email transmission if by email (subject to paragraph 18.5); and

18.2.3. 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.

- 18.2.4. 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.
- 18.3. 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.
- 18.4. 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.
- 18.5. Concerning Communications sent by email:
- 18.5.1. 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;
- 18.5.2. 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;
- 18.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- 18.5.4. 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
- 18.5.5. 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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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:
 - 28.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.

- 28.2. 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.
- 28.3. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."
- 28.4. The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement.
- 28.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.
- 28.6. 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.
29. **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.
30. **Time.**
- 30.1. Time is of the essence of all of the provisions and terms of this Agreement.
- 30.2. All time periods shall end at 11:59 p.m. on the last day of the time period.
- 30.3. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 30.4. 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.
- 30.5. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by paragraph 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.
31. **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.
32. **Exhibits.**

- 32.1. All exhibits attached to this Agreement are being incorporated by reference.
- 32.2. The following exhibits are attached to this Agreement.
 - 32.2.1. **Exhibit A** – Concept Plan.
 - 32.2.2. **Exhibit B** – Property.
 - 32.2.3. **Exhibit C** – Conveyance Standards.
 - 32.2.4. **Exhibit D** – Estimate of Construction Cost.
 - 32.2.5. **Exhibit E** – Estimate of Intersection Improvements Cost.
33. **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.
34. **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.
35. **Miscellaneous.**
 - 35.1. Any violation by Owner, or Owner'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.
 - 35.2. Any amendments to the conditions or provisions contained herein shall require an amendment to this Agreement.
 - 35.3. Upon execution of this Agreement, Owner 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. Owner 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]

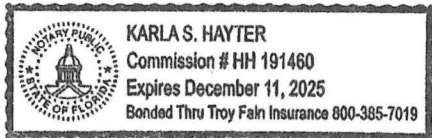
OWNER

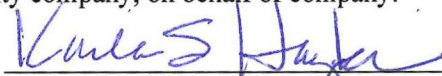
Emerson Pointe Development, LLC, a Florida limited liability company

By: 
Matt P. Fabian, as Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of November, 2024, by Matt P. Fabian, as Manager of Emerson Pointe Development, LLC, a Florida limited liability company, on behalf of company.




Notary Public, State of Florida
Name: KARLA S. HAYTER
(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: _____
Kathy Bryant as Chairman

ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

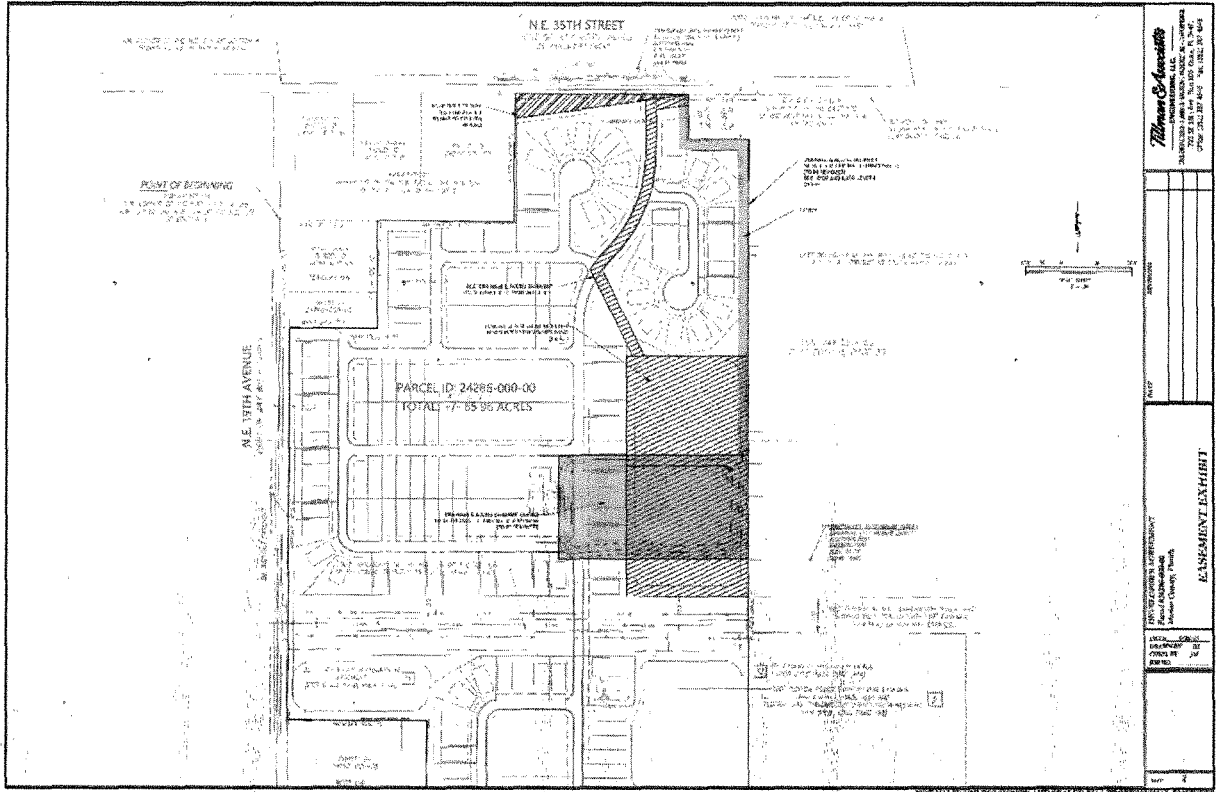
For use and reliance of Marion County only,
approved as to form and legal sufficiency:

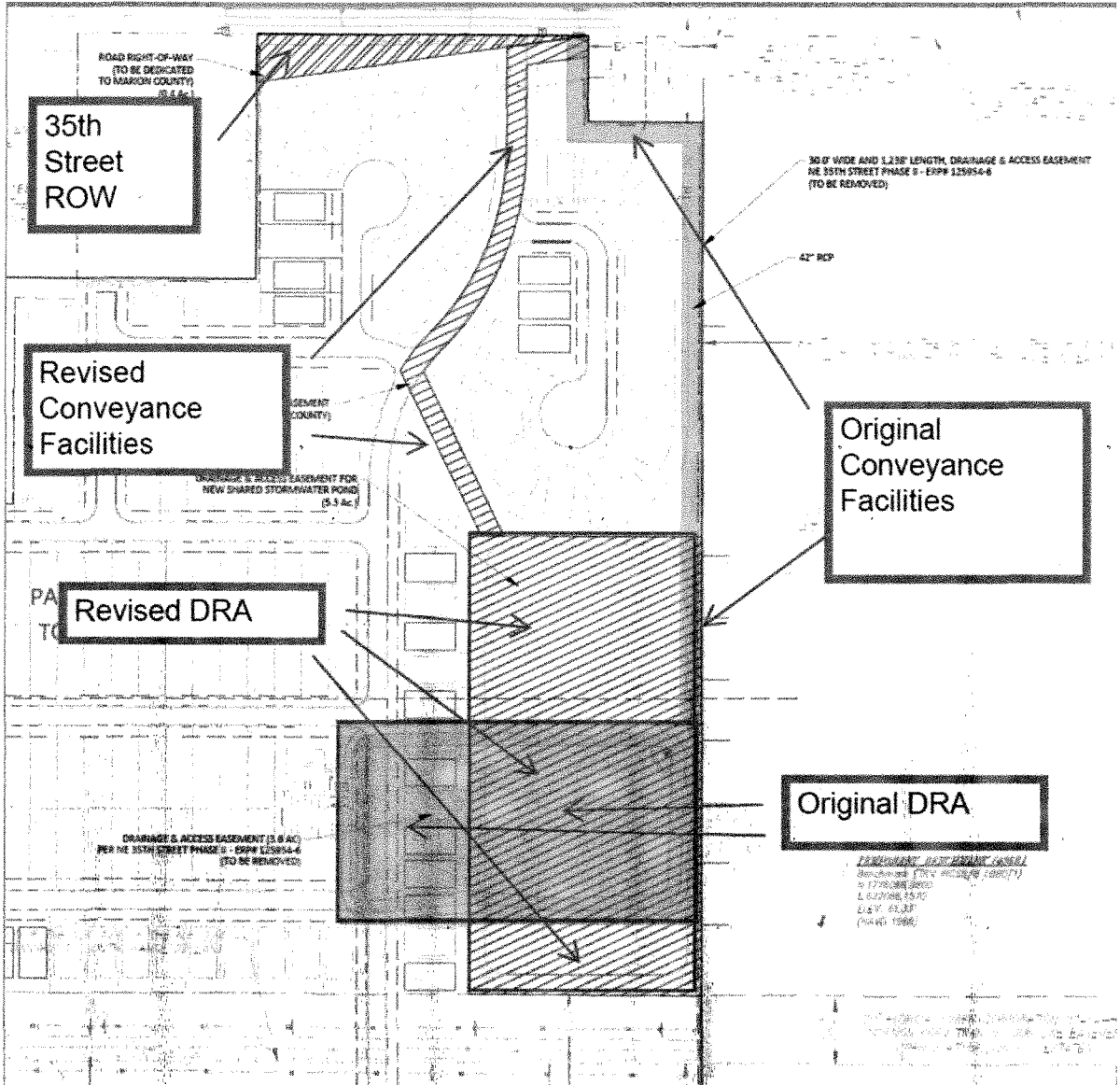
Matthew Guy Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

EXHIBIT A CONCEPT PLAN

See Labeled Blow Up on Next Page





**EXHIBIT B
PROPERTY**

The West half of the Northeast Quarter of Section 4, Township 15 South, Range 22 East, EXCEPT the South 1065 feet of the West 420 feet of said West One half of the Northeast Quarter and EXCEPT the North 150 feet of the East 170 feet of said West One half of the Northeast Quarter and EXCEPT the North One half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter and EXCEPT commencing at the Southwest corner of the North One half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter for a Point of Beginning, thence East 275 feet, thence South 300 feet, thence West 275 feet, thence North 300 feet to said Point of Beginning.

**EXHIBIT C
CONVEYANCE STANDARDS**

All conveyances of title to ROW (whether in fee simple or by grants of easements) which are required under the terms of this Agreement shall be made in accordance with the following Conveyance Standards, except where this Agreement expressly provides to the contrary.

1. The conveying party ("Conveying Party") shall convey fee simple title ROW by Special Warranty Deed.
2. Unless otherwise specifically provided in this Agreement, fee simple title to parcels of real property shall be conveyed free and clear of all liens or encumbrances other than utility easements in favor of governmental entities or licensed public utilities, which shall be Permitted Exceptions with respect to the conveyances.
3. The Conveying Party shall have prepared, at its expense, a survey or a sketch and legal description of each parcel to be conveyed or each parcel for which an easement is to be granted, sealed and signed by a licensed Florida surveyor and certified to the grantor and the grantee in the conveyance or grant.
4. As to all conveyances of fee simple title or grants of easements, the Conveying Party shall, at its expense, provide a commercial title insurance commitment and policy with respect to the conveyance, in accordance with the following provisions:
 - 4.1. The title insurance underwriter shall be First American Title Insurance Company.
 - 4.2. The amount of the title insurance policies shall be determined by utilizing the per square foot value of the real property, according to the most recent assessment by the Marion County Property Appraiser, multiplied by the square feet of the parcel.
 - 4.3. The Conveying Party shall provide, at its expense, all necessary closing documents and satisfy other requirements necessary for deletion of the Standard Exceptions in the final title insurance policy and comply with all other title commitment requirements for the conveyance to be insured.
5. Except as to conveyances that this Agreement expressly provides are in lieu of condemnation (and therefore exempt from the payment of documentary excise taxes), or if this Agreement expressly provides to the contrary, the Conveying Party shall be responsible for payment of any applicable documentary excise taxes. The Conveying Party shall be responsible for payment of the cost of recording the instrument of conveyance and the cost of recording any documents required to satisfy title insurance requirements.
6. With respect to any grant of easement provided under the terms of this Agreement, the same cost allocations, and title insurance requirements applicable to conveyances of fee title to real property shall apply.
7. If not specifically provided as an Exhibit to this Agreement, the form and content of any conveyance documents, and other documents prepared by or on behalf of Conveying Party, shall be subject to approval by County in its reasonable discretion. By approving this Agreement, the County Commission authorizes the County Representative to provide such approval on behalf County.

**EXHIBIT D
ESTIMATE OF CONSTRUCTION COST**



3021 Northwest 21st Street • Ocala, Florida 34475 • Phone (352) 629-3506 • Fax (352) 629-1334

GLENN D. COUNTS
President

Emerson Pointe Phase 2 County DRA Location

June 9, 2023

TOTAL PRICE: \$


ITEM	QTY	UNIT	UNIT PRICE	TOTAL
DRA- County Location				
Clearing and Grubbing with Grinding	3.6	AC	\$ 1,000.00	\$ 50,000.00
DRA Cut	19,760	CY	\$ 4.50	\$ 88,920.00
Export	19,760	CY	\$ 7.00	\$ 138,320.00
Finish Grading DRA Slopes	5,244	SY	\$ 0.50	\$ 2,622.00
Grassing	17,424	SY	\$ 2.30	\$ 40,075.20
				\$ 319,937.20

Exclusions:

- | | |
|---------------------------------|--|
| 1 Permits | 11 Sod Outside DRA |
| 2 Rock Excavation | 12 Conduits |
| 3 Unsuitable Remove and Replace | 13 Testing |
| 4 Sinkhole Repair | 14 Site Lighting |
| 5 Dewatering | 15 Non-Traffic Signs |
| 6 Concrete Paving / Flatwork | 16 SWPPP Plan / NOI / NOT |
| 7 Sidewalk @ Building | 17 SWPPP Inspections while Counts is not on Site |
| 8 Dumpster Pad / Enclosure | 18 Fencing |
| 9 Bollards | 19 Concrete wash out area |
| 10 Landscaping / Irrigation | 20 |

See paragraph 8.2.1.1 concerning amount to be paid for exporting excess dirt.

**EXHIBIT E
ESTIMATE OF INTERSECTION IMPROVEMENTS COSTS**

PROJECT		EMERSON POINTE PHASE 2 - RIGHT AND LEFT TURN LANE ALONG NE 35TH AVE				
ADDRESS		MARION COUNTY, FLORIDA				
Submission						
Date of plans						
						
		Website: www.tillmaneng.com Email: permits@tillmaneng.com Contact: (352) 387-4540				
SR #	DESCRIPTION	QTY.	UNIT	TOTAL UNIT COST	TOTAL COST	SUBTOTALS
GENERAL						
1	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00	
2	MOT	1	LS	\$ 6,300.00	\$ 6,300.00	
3	SURVEY	1	LS	\$ 8,700.00	\$ 8,700.00	
4	EROSION CONTROL	830	LF	\$ 2.40	\$ 1,992.00	
5	MILL & RESURFACE	2,480	SY	\$ 20.15	\$ 49,972.00	
6	CLEARING AND GRUBING	0.20	ACRE	\$ 3,500.00	\$ 700.00	
8	SOD	2,305	SY	\$ 3.54	\$ 8,159.70	
9	SIGNAGE & STRIPING	1	LS	\$ 18,400.00	\$ 18,400.00	
	Sub Total					\$ 99,223.70
LEFT TURN LANE ALONG NE 35TH AVE (205 feet including taper)						
10	COMPACTED SUBGRADE	1,211	SY	\$ 7.65	\$ 9,266.20	
11	LIMEROCK BASE - 12"	1,012	SY	\$ 36.20	\$ 36,625.88	
12	1.5" SP-12.5 ASPHALT	860	SY	\$ 27.55	\$ 23,693.00	
13	1" SP-9.5" ASPHALT	860	SY	\$ 14.90	\$ 12,814.00	
	Sub Total					\$ 82,399.08
RIGHT TURN LANE ALONG NE 35TH AVE (150 feet including taper)						
15	COMPACTED SUBGRADE	235	SY	\$ 7.65	\$ 1,799.37	
16	LIMEROCK BASE - 12"	196	SY	\$ 36.20	\$ 7,112.24	
17	1.5" SP-12.5 ASPHALT	167	SY	\$ 27.55	\$ 4,600.85	
18	1" SP-9.5" ASPHALT	167	SY	\$ 14.90	\$ 2,488.30	
	Sub Total					\$ 16,000.75
					TOTAL	\$ 197,623.53
Exclusions:						
NOTE:						
1) Unless specific above, cost estimate excludes: Rock Removal, Remove and Replace Unsuitable, Electrical Conduit, Telephone, Cable, Irrigation, and Landscaping.						

P:\JG\Vandeven\Emerson Pointe\County K\Dev K and Agreement re DRA Reloc JG 10-3-24.docx