

**This instrument prepared by:**

Austin T. Dailey, Esq.  
KLEIN & KLEIN, PLLC  
40 SE 11th Avenue  
Ocala, FL 34471

**Record and Return to:**

Marion County Utilities  
11800 SE US Highway 441  
Bellevue, FL 34420

**MARION COUNTY, FLORIDA  
UTILITIES SYSTEM  
AGREEMENT**

**CONTRACT NO. \_\_\_\_- \_\_\_\_**

By and Between

**MARION COUNTY,  
A Political Subdivision of the State of Florida**

and

**4 C Family Trust LLC and Gary W. Smallridge  
DEVELOPER,**

**August, 2025**

# MARION COUNTY, FLORIDA UTILITIES SYSTEM AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between 4 C Family Trust LLC, a Florida Limited Liability Company, whose principal and mailing address is 845 SE 24<sup>th</sup> Terrace, Ocala, Florida 34471, and Gary W. Smallridge, whose mailing address is 2797 SE County Highway 484, Belleview, Florida 34420, hereinafter collectively referred to as “Developer”, and Marion County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County”, (collectively, Developer and County may be referred to as “the Parties.”)

## RECITALS

1. Developer owns or controls lands located in Marion County, Florida, and described in Exhibit A, attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the “Property,” and Developer is about to develop the Property by erecting thereon, commercial improvements hereinafter the “Project”.
2. County, through “Marion County Utilities,” provides Utility Services to portions of Marion County.
3. Developer is desirous of construction water and wastewater facilities on-site which conform to the requirements of its development of the Property.
4. Developer is desirous of connecting to Marion County’s central water and wastewater services at such time as the County’s facilities become available within connection distance of the portion of the Property being developed for commercial or industrial use.
5. County finds that, with respect to this particular development, there is a benefit to both the public and Developer provided by Developer’s provision of the Developer Improvements. Furthermore, this Agreement does not establish a precedence but recognizes utility infrastructure to service the Development and potential expansion of County’s utility system for one particular project.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. In the absence of a clear implication otherwise, capitalized terms used in this Agreement and in the attached exhibits shall have the following meanings:

- 2.1 “Agreement” This Developer’s Agreement and all exhibits and amendments that may be added thereto in the future, including but not limited to Exhibit A.
- 2.2 “County Code” The Code of Ordinances of Marion County, Florida, including Marion County Land Development Regulations.
- 2.3 “Developer Improvements” The On-Site Improvements.
- 2.4 “On-Site Improvements” The water and wastewater facilities to be constructed on the Property in accordance with Section 3.1 below.
- 2.6 “Service” The readiness and ability on the part of County to furnish water and wastewater services to the Project.

SECTION 3. COVENANTS OF DEVELOPER. In addition to the other covenants and agreements of Developer set forth specifically elsewhere in this Agreement, Developer covenants and agrees:

3.1 Water and Wastewater Facilities for New Development: At the time of construction of any improvements on the Property for commercial or industrial use, Developer shall ensure that all potable water and wastewater facilities serving such improvements are designed, permitted, constructed, operated, and maintained in compliance with all applicable standards of the Florida Department of Health (“DOH”) for potable water systems and the Florida Department of Environmental Protection (“DEP”) for wastewater systems, as such standards exist at the time of permitting.

3.2 Future Potable Water Connection: When the Marion County Utilities (“MCU”) central potable water system is available within connection distance of the portion of the Property being developed for commercial or industrial use, Developer shall, at its sole cost and expense, connect all structures on such portion to MCU’s potable water system, including by off-site extension if necessary.

3.3 Future Wastewater Connection: When the MCU central wastewater system is available within connection distance of the portion of the Property being developed for commercial or industrial use, Developer shall, at its sole cost and expense, connect all structures on such portion to MCU’s wastewater system, including by off-site extension if necessary.

3.4 Lift Station Site Reservation: At the time of connection to MCU’s wastewater system for any portion of the Property, Developer shall reserve and, upon request by Marion County, convey by recordable instrument to the County a fifty-foot by

fifty-foot (50' × 50') tract within the Property, in a location mutually acceptable to Developer and the County, taking into account engineering, access, structures, usability of the Property, and service considerations, for a public lift station.

3.5 Utility Easements: Developer shall provide such utility easements as are necessary to serve each parcel in accordance with the Marion County Land Development Code ("LDC"). All required utility easements shall be shown and dedicated on the applicable final plat for the portion of the Property being developed for commercial or industrial use. Developer hereby agrees that the foregoing grants shall run with the land and include the necessary rights of ingress and egress, maintenance, operation or expansion of the water and sewer facilities on those portions of the Property encumbered by such grants.

3.6 County hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water industry with respect to the installation of all its utility facilities in any of the easement areas; and Developer, in granting the easement herein, pursuant to the terms of this instrument, shall have the right to grant non-exclusive rights, privileges and easements to other entities to provide to the Property any utility services so long as such grants do not interfere with County's use of its easements for utility purposes.

#### SECTION 4. PROVISION OF SERVICE.

4.1 Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Developer, at such time as connection becomes required, County covenants and agrees that it will allow the connection of the water distribution and sewer collection facilities installed by Developer to the central utility facilities of County in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of Marion County, the Florida Department of Health and Human Services and the Florida Department of Environmental Protection. County agrees that once it provides utility service to Property and Developer, or others have connected Customer installations to its system, that thereafter, County will continuously provide in return for payment of all applicable rates, fees, and charges and in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water distribution operation of County.

4.2 Developer agrees that any Customers obtaining water or sewer service within the Project shall be required to pay to County for monthly utility service and all other charges as and when required by County Code concerning County Facilities.

SECTION 5. OWNERSHIP OF FACILITIES. Developer agrees with County that all water and stormwater facilities constructed by or for Developer for use in connection with providing water and stormwater service to the Property shall remain the sole and exclusive property of Developer, and Developer shall retain full ownership and control

thereof, unless and until such facilities (or any portion thereof) are expressly dedicated by Developer to the County and accepted in writing by the County. No entity owning any part of the Property or any building or improvement located thereon shall have any right, title, claim, or interest in such facilities, or any part of them, for any purpose, except as may arise through such dedication and acceptance.

SECTION 6. APPLICATION OF RULES REGULATIONS AND RATES.

Notwithstanding any provision in this Agreement, at such time as Developer has connected the Property to County's central water and wastewater systems, Developer shall be bound by all rules, regulations and rates adopted by the Board of County Commissioners (the "Board") covering the provision of water and wastewater service to the Property, as may be amended from time to time. Rates charged to Developer or Customers located upon the Property shall be identical to rates charged for the same classification of service to other customers of County utility system. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon Developer; upon any other entity holding by, through or under Developer; and upon any Customer of the water or wastewater Service provided to the Property by County.

SECTION 7. PERMISSION TO CONNECT REQUIRED. Developer, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect any Customer installation to the water facilities of County until such facilities have been authorized to be placed into service by all regulatory agencies and have been certified and accepted by County according to applicable regulations.

SECTION 8. BINDING AGREEMENT: ASSIGNMENTS BY DEVELOPER. This Agreement shall run with the land, be binding upon and shall inure to the benefit of Developer, County and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by Developer without the prior written notification of County.

SECTION 9. NOTICES.

9.1 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 Section:

9.1.1 If to County: Anthony "Tony" L. Cunningham, P.E., Utilities Director, 11800 S US Hwy. 441, Belleview, FL 34420, Email: [Tony.Cunningham@marionfl.org](mailto:Tony.Cunningham@marionfl.org)

9.1.1.1 With a copy to: County Attorney, 601 SE 25th Avenue, Ocala, FL 34471; Email: [Matthew.Minter@marionfl.org](mailto:Matthew.Minter@marionfl.org)

9.1.2 If to Developer: Gary W. Smallridge, 2797 SE County Highway 484, Belleview, Florida 34420; Thomas C. Conrad, Manager, 4 C Family Trust LLC, 845 SE 24<sup>th</sup> Terrace, Ocala, Florida 34471

9.1.2.1 With a copy to which shall not be deemed notice: Austin T. Dailey, Esq., Klein & Klein, PLLC, 40 SE 11<sup>th</sup> Avenue, Ocala, Florida 34471; Email: [austin@kleinandkleinpa.com](mailto:austin@kleinandkleinpa.com)

9.1.3 If to any Successor Titleholder: Unless a Successor Titleholder provides a Communication to the parties to this Agreement under this Section 9.1 **Error! Reference source not found.** containing the address that such Successor Titleholder desires the parties to use, the address of such Successor Titleholder as shown on the records of the Marion County Property Appraiser concerning the tax parcel owned by such Successor Titleholder.

9.2 Each such Communication shall be deemed delivered:

9.2.1 On the date of delivery if by personal delivery;

9.2.2 On the date of email transmission if by email (subject to Section 9.5); and

9.2.3 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.

9.2.4 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.

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

9.4 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.

9.5 Concerning Communications sent by email:

9.5.1 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;

9.5.2 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;

- 9.5.3 Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- 9.5.4 Any email that generates a “read receipt” sent by the recipient’s email system shall be deemed delivered to the recipient.
- 9.5.5 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
- 9.5.6 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.

SECTION 10. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of Developer and County shall survive the completion of the work of Developer with respect to completing the water facilities and services to any phase area and to the Property as a whole.

SECTION 11. ENTIRE AGREEMENT, AMENDMENTS, APPLICABLE LAW, ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect between Developer and County, made with respect to the matters herein contained, and when duly executed, constitute the agreement between Developer and County. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by both parties. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of County and it shall be and become effective on the date it is executed by the last of the parties (“Effective Date”). The sole remedy to either party for any breach of this Agreement is injunctive relief in the circuit court to enforce the terms of this Agreement. In any action arising from or related to this Agreement or the work described herein, the Parties waive any right to a jury trial. Venue for any dispute shall be Marion County, Florida. The parties agree to bear the expense of their respective legal counsel fees and costs associated with the negotiation and preparation of this Agreement.

SECTION 12. DISCLAIMERS: LIMITATIONS ON LIABILITY.

12.1 STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

12.2 INDEMNIFICATION. UP UNTIL THE DATE OF CONVEYANCE TO COUNTY OF DEVELOPER IMPROVEMENTS TO BE CONVEYED

PURSUANT TO THIS AGREEMENT, DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS COUNTY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST COUNTY BY REASON OF ANY NEGLIGENCE ON THE PART OF DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST COUNTY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. NOTWITHSTANDING THE FOREGOING, DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS COUNTY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST COUNTY BY REASON OF ANY NEGLIGENCE ON THE PART OF DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF ASSOCIATED WITH DEVELOPER IMPROVEMENTS; OR ANY FAILURE ON THE PART OF DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST COUNTY BY REASON OF ANY SUCH OCCURRENCES. DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR NEGLIGENT CONDUCT OF: (A) COUNTY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES OR THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE; OR (B) OF ANY CONTRACTORS OR SUBCONTRACTORS CONSTRUCTING DEVELOPER IMPROVEMENTS, OR ANY EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES OR THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE (IN THAT SUCH CONTRACTORS AND SUBCONTRACTORS ARE INDEPENDENT CONTRACTORS UNDER FLORIDA LAW). FURTHER, DEVELOPER'S OBLIGATIONS UNDER THIS SECTION 12.2 SHALL TERMINATE, AS TO ANY DEVELOPER IMPROVEMENTS CONVEYED TO COUNTY UNDER THIS AGREEMENT, AS TO ANY CLAIMS CONCERNING SUCH DEVELOPER IMPROVEMENTS FOLLOWING THE DATE OF THE CONVEYANCE. THE LIABILITY AND IMMUNITY OF COUNTY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES, AND, NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF COUNTY



OR TO WAIVE ANY IMMUNITY ENJOYED BY COUNTY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO F.S. §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN F.S. §768.28 OR THIS AGREEMENT SHALL BE CONSIDERED VOID.

- 12.3 FORCE MAJEURE (COUNTY). COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE TO DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF COUNTY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR ANY INJURY TO DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE (AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF COUNTY AND WHICH BY EXERCISE OF DUE DILIGENCE COUNTY IS UNABLE TO OVERCOME.
- 12.4 FORCE MAJEURE (DEVELOPER). THE PROVISIONS OF SECTION 12.2 SHALL ALSO APPLY AS TO ANY ACTION, REQUIREMENT OR OBLIGATION OF DEVELOPER UNDER THIS AGREEMENT, EXCEPT ALL REFERENCES IN SUCH SECTION TO "COUNTY" SHALL BE DEEMED TO REFER TO "DEVELOPER," AND ALL REFERENCES THEREIN TO "DEVELOPER" SHALL BE DEEMED TO REFER TO "COUNTY."
- 12.5 DISCLAIMER OF THIRD-PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE

BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR AN AUTHORIZED SUCCESSOR OR ASSIGNEE THEREOF.

- 12.6 DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, COUNTY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF COUNTY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY COUNTY IN CONNECTION WITH COUNTY'S WATER FACILITIES) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY COUNTY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY STOCKS, BONDS, OR NOTES OF COUNTY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 13. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. Developer, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the "business" of providing water and wastewater service to Property during the period of time County, its successors and assigns, provide water and wastewater service to the Property via connection made by the Developer to County's central water and wastewater systems, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement County shall have sole and exclusive right and privilege to provide water service to Property and to the occupants of each residence, building or unit constructed thereon at such time as the Developer is required pursuant to Sections 3.2 and 3.3 of this Agreement or as otherwise provided by the Marion County Land Development Code to connect to Marion County's central water and wastewater systems.

SECTION 14. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded by County in the Public Records of Marion County, Florida at the expense of the Developer.

SECTION 15. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 16. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 17. RESERVATION OF CAPACITY. The execution of this Agreement between Developer and County does not constitute a specific reservation of capacity by Developer, and County does not hereby guarantee that capacity will be available for Developer's Project at any later date.

SECTION 18. EXHIBITS. Exhibit A attached hereto is incorporated as part of this Agreement as if full set forth herein.

[THIS SPACE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

**IN WITNESS WHEREOF**, Developer and County have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed.

**ATTEST:**

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

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

By: \_\_\_\_\_  
Kathy Bryant, Chairman

Approved as to form and legality:

Date

By: \_\_\_\_\_  
Matthew "Guy" Minter, County Attorney

STATE OF FLORIDA  
COUNTY OF MARION

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by

\_\_\_\_\_  
Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_.

Type of Identification: \_\_\_\_\_

Commission Expiration:

\_\_\_\_\_  
NOTARY PUBLIC

**WITNESS:**

**DEVELOPER:**  
**4 C Family Trust LLC**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Thomas C. Conrad, ITS: Manager  
Date

\_\_\_\_\_  
(Print)

STATE OF FLORIDA  
COUNTY OF MARION

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by

\_\_\_\_\_  
Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_.

Type of Identification: \_\_\_\_\_

Commission Expiration:

\_\_\_\_\_  
NOTARY PUBLIC

**WITNESS:**

**DEVELOPER:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
**GARY W. SMALLRIDGE**  
Date

\_\_\_\_\_  
(Print)

STATE OF FLORIDA  
COUNTY OF MARION

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by

\_\_\_\_\_  
Personally Known \_\_\_\_\_ OR  
Produced Identification \_\_\_\_\_.

Type of Identification: \_\_\_\_\_

Commission Expiration:

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

THE EAST 660 FEET OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 22 EAST. EXCEPT THE SOUTH 706.67 FEET THEREOF. ALL BEING IN MARION COUNTY, FLORIDA AND CONTAINING 29.5 ACRES MORE OR LESS.

**AND**

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SAID SECTION 10; THENCE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF BELLEVIEW HEIGHTS ESTATES UNIT 17, AS RECORDED IN PLAT BOOK G, PAGES 21, 21A AND 21B OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S89°33'05"W, A DISTANCE OF 586.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF SAID BELLEVIEW HEIGHTS ESTATES UNIT 17, S89°33'05"W, A DISTANCE OF 73.20 FEET TO THE SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10; THENCE DEPARTING THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF SAID BELLEVIEW HEIGHTS ESTATES UNIT 17, ALONG THE EAST BOUNDARY OF THE WEST 1/2 OF THE EAST 1/2 OF THE SW 1/4 OF SAID SECTION 10, N00°02'28"E, A DISTANCE OF 706.89 FEET; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE WESTERLY EXTENSION OF THE NORTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2273, PAGE 135 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, N89°34'14"E, A DISTANCE OF 42.65 FEET TO THE NW CORNER OF SAID LANDS, THENCE DEPARTING THE NORTH BOUNDARY OF SAID LANDS, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, S00°03'19"W, A DISTANCE OF 654.45 FEET; THENCE CONTINUE ALONG THE WESTERLY BOUNDARY OF SAID LANDS S30°26'55"E, A DISTANCE OF 60.54 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.71 ACRES, MORE OR LESS.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 22 EAST; THENCE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF BELLEVIEW HEIGHTS ESTATES UNIT 17, AS RECORDED IN PLAT BOOK G, PAGES 21, 21A AND 21B OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, S89°33'05"W, A DISTANCE OF 586.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10 AND THE NORTH BOUNDARY OF SAID BELLEVIEW HEIGHTS ESTATES UNIT 17, S89°33'05"W, A DISTANCE OF 73.20 FEET ; THENCE DEPARTING SAID BOUNDARY RUN N00°02'28"E, A DISTANCE OF 1326.55 FEET; THENCE RUN N89°34'14"E, A DISTANCE OF 660.35 FEET TO THE NE CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10; THENCE RUN S00°03'19"W, ALONG THE EAST LINE OF THE SW 1/4 OF SECTION 10, A DISTANCE OF 619.66 FEET; THENCE DEPARTING THE EAST LINE OF THE SW 1/4 OF SECTION 10 RUN S89°34'14"W, A DISTANCE OF 617.54 FEET; THENCE RUN S00°03'19"W, A DISTANCE OF 654.45 FEET; THENCE RUN S30°26'55"E, A DISTANCE OF 60.54 FEET TO THE POINT OF BEGINNING.

Together with:

**10 Acres, More or Less, being more particularly described as: See Exhibit "A" attached legal description. SUBJECT TO AND TOGETHER WITH THAT CERTAIN 40-FOOT-WIDE INGRESS, EGRESS, & UTILITY EASEMENT IN O.R. BOOK 8359, PAGES 272-280, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.**

