

**Oversizing Water Line Extension
COST SHARING OFFSET AGREEMENT**

This Agreement (the “Agreement”) is made as of the ____ day of _____ 2025, by and between **MARION COUNTY**, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County” and **The School Board of Marion County**, Florida a Body Corporate, whose address is 1614 E. Fort King Street, Ocala, FL 34471 (“School Board”); Marion County and School Board may be collectively referred to herein as the “Parties”, or individually as a “Party”.

WITNESSETH:

WHEREAS, The School Board 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 School Board has developed the Property by erecting thereon, commercial improvements hereinafter the “Project” which is subject to the conditions of **Improvement Plan AR 31863** as may be amended, approved under Project name “Elementary School W”; and

WHEREAS, The County, through “Marion County Utilities,” provides Utility Services to portions of Marion County; and

WHEREAS, The School Board is desirous of prompting the construction of central water facilities to service the Property. To service the Property, School Board and County agree to oversize the water main as specified in section 2: Proposed Work, so occupants of each residence, commercial improvement and the new public school will receive adequate water service from the County; and

WHEREAS, County finds that, with respect to this particular development, there is a benefit to both the public and School Board provided by School Board’s provision of School Board Contributions, and therefore School Board is entitled to Reimbursements for Oversizing the water main as set forth section 3. Furthermore, this Agreement does not establish a precedence but recognizes utility infrastructure to service the School Board and potential expansion of County’s utility system for one particular project.

WHEREAS, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, County is willing to provide central Water facilities, to have such facilities extended, and to thereafter operate such facilities so the occupants of each residence or commercial improvement constructed on the Property will receive adequate water service from the County.

NOW, THEREFORE, in consideration of the foregoing and the covenants and promises herein contained, the Parties hereby agree as follows:

1. **Recitals Incorporated.** The above recitals are incorporated into this Agreement and shall constitute a part of the Agreement from this date forward.

2. **Proposed Work.** The School Board shall design, engineer, permit, and construct the Off-Site Improvements to include a 12-inch water main that will replace the existing 8-inch water main currently in

service. The Project is extending a new 12-inch water main from the existing water main at/or near the intersection of SW 66th Avenue Rd and Marion Oaks Manor, along the northerly right-of-way, north to SW 144th Street Rd for an overall footage approximately 440-feet in total. The County shall reimburse the School Board for 50% of the cost, pursuant to section 3 below. Prior to being placed into operation, School Board shall convey the completed water main to the County, at no cost to the County other than the oversizing cost.

3. Cost Sharing Agreement. The Parties acknowledge that the oversizing of the water main is in the best interest of both parties. Provided that all costs for the oversized Utility Improvements are documented by a paid invoice approved by an engineer and all contractors' liens are released, within sixty (60) days of acceptance by the County of the oversized Utility Improvement, the County shall remit to School Board the County Reimbursement in an amount not to exceed **FORTY-THREE THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS (\$43,434.00).**

4. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Florida. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, so long as it, its successors, assigns or assignees is occupying the School Board Tract. Time is of the essence of this Agreement.

5. 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:

5.1. If to County: Anthony "Tony" L. Cunningham, P.E., Utilities Director, 11800 S US Hwy. 441, Belleview, FL 34420, Email: Tony.Cunningham@marionfl.org

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

5.2. If to School Board: Ivonne Bumbach, Director of facilities, 1105 SW 7th Rd., Ocala, FL 34471, Email: Ivonne.Bumbach@marion.k12.fl.us

6. Duration. The provisions of this Agreement shall run with and bind the lands described herein and shall be and remain in effect perpetually to the extent permitted by law.

7. Except as provided herein, the Agreement shall remain in full force and effect.

8. Liability and Insurance. School Board agrees to indemnify and hold harmless County, its officers, employees, and agents from any and all liability or claims arising out of the negligence or willful misconduct of School Board, its officers, employees, agents and assigns, in connection with the Project undertaken pursuant to this Agreement. County agrees to indemnify and hold harmless School Board, its officers, employees, and agents from any and all liability or claims arising out of the negligence or willful misconduct of County, its officers, employees, agents and assigns, in connection with the Project undertaken pursuant to this Agreement.

9. No Waiver of Sovereign Immunity. This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2024). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

10. Force Majeure. Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term.

11. Exhibits. Exhibits A, B, and C attached hereto are incorporated as part of this Agreement as if full set forth herein.

Exhibit A – Legal Description of the Property

Exhibit B – On-Site Improvements

Exhibit C – Off-Site Improvements

Remainder of page intentionally left blank. The signature page follows.

IN WITNESS WHEREOF, School Board 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 Date

Approved as to form and legality:

By: _____
Matthew "Guy" Minter, County Attorney

WITNESS:

THE SCHOOL BOARD OF MARION COUNTY:

Elena Martinez

(Signature)

Elena Martinez

(Print)

By: Lori Conrad 8/28/25

Lori Conrad, Board Chair Date

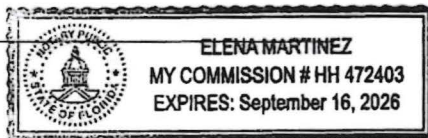
STATE OF FLORIDA
COUNTY OF MARION

Sworn to (or affirmed) and subscribed before me this 28 day of August, 2025, by

Elena Martinez

☒ Personally Known ☐ OR Produced Identification _____

Type of Identification: _____



Commission Expiration: _____

NOTARY PUBLIC

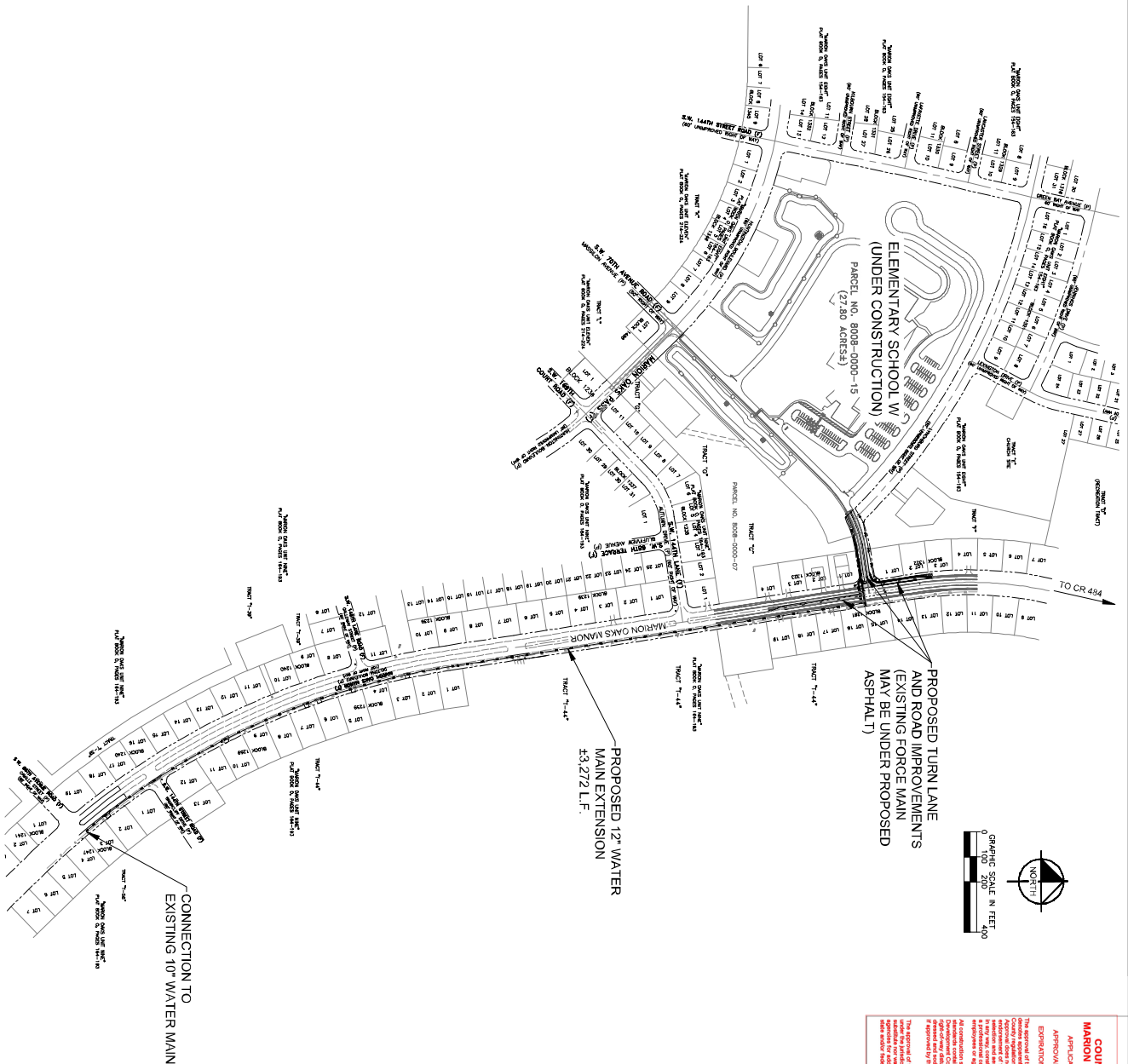
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
DESCRIPTION of PID No. 8008-0000-15

**SEC 17 TWP 17 RGE 21
PARCEL OF LAND LYING IN SEC 17 & 18
BEING A PORTION OF MARION OAKS UNIT 8
AS PER PLAT BOOK O PGS 154-163
BEING MORE PARTICULARLY DESC AS FOLLOWS:
COM AT SELY COR OF LT 1 BLK 1496 OF PLAT TH
N 44-43-50 E 60 FT TO SWLY COR OF TR G OF PLAT
POINT BEING POB; TH N 44-03-30 W 97.47 FT TO
POINT OF CURVATURE OF 1540.00 FT RAD CURVE
CONCAVE SLY CHORD BEARING & DIST OF N 51-27-22 W
396.57 FT TH WLY ALONG ARC OF CURVE & NLY ROW LINE
TO SWLY COR OF LT 14 BLK 1325 OF PLAT TH N 31-08-47 E 100 FT
TO NWLY COR OF LOT 14 BLK 1325 POINT BEING ON 1640 FT RAD
CURVE CONCAVE SLY CHORD BEARING & DIST OF N 61-45-20 W
166.05 FT TH S 25-20-33 W 100 FT TO SELY COR OF LT 15 POINT BEING
ON 1540 FT RAD CURVE CONCAVE SLY CHORD BEARING & DIST OF
N 69-00-36 W 233.76 FT TH WLY ALONG ARC OF CURVE TH N 16-38-14 E
100 FT POINT ALSO BEING ON 1640 FT RAD CURVE CONCAVE SLY CHORD
BEARING & DIST OF N 73-39-09 W 16.59 FT TH N 15-03-28 E 100 FT POINT
BEING ON 1740 FT RAD CURVE CONCAVE SLY CHORD BEARING & DIST OF
N 75-09-55 W 74.25 FT TH WLY TO A POINT OF COMPOUND CURVATURE OF 25
FT RAD CURVE CONCAVE SLY CHORD BEARING & DIST OF S 57-41-33 W 35.92 FT
WLY TO POINT OF CUSP & ELY ROW LINE TH N 11-45-25 E 315.92 FT TH
N 12-45-30 E 464.68 FT TO POINT OF CURVATURE OF 25 FT RAD CURVE CONCAVE
SELY CHORD BEARING & DIST OF N 57-59-21 E 35.50 FT TH NELY ALONG ARC OF
CURVE TO COMPOUND CURVATURE WITH 2520 FT RAD CURVE CONCAVE SLY
CHORD BEARING & DIST OF S 50-22-39 E 1423.21 FT TO POINT ON ELY ROW LINE
POINT ALSO BEING ON A 470 FT RAD CURVE CONCAVE SELY CHORD BEARING &
DIST
OF S 59-14-52 W 185.49 FT TH SLY ALONG ARC OF CURVE & WLY BDRY OF TRACT G TH
S 44-43-50 W 624.95 FT TO POB**

Exhibit C

Off-Site Improvements

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Khrisley-Horn and Associates, Inc. shall be without liability to Khrisley-Horn and Associates, Inc.



**COUNTY ENGINEER
MARION COUNTY, FLORIDA**

APPLICATION # 31863

APPROVAL DATE 12/20/24

EXPIRATION DATE 12/20/26

The approval of these plans by Marion County Council, regulation, ordinance, and specifications, and the issuance of a permit for construction, endorsement of financial aspects, materials and methods, and compliance with all laws and rules of the State of Florida, constitute a professional signature by the County Engineer of the State of Florida.

These plans are submitted to the application for review by the Marion County Council and the County Engineer, Marion County, Florida, and are intended to be used for the design and construction of the project and shall not be used for any other purpose without the approval of the County Engineer of Marion County.

The approval of these **NOTES** constitutes the justification of Marion County and does not constitute a professional signature by the County Engineer of Marion County, Florida, and is not subject for additional payment, as applicable, by the Marion County Council and the County Engineer of Marion County.

[illegible]