

## MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 20-SA-33-S

**SECTION 1. REQUEST.** Property owner ("Owner") D32 Invest, LLC whose complete and principal address is 7988 Via Dellagio Way, Suite 206, Orlando, FL 32819, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") connect by extension, and provide service from its central utility system ("System") to its parcel below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation is to extend the water main line ("Main").

County has elected to extend Main beyond Owner's obligation as (1) it requires a main size larger than standard residential Main extension obligation, and (2) connection back in to County's System ("closing the loop") provides a significant hydraulic benefit to the transmission Main within the neighborhood. The terms of this Agreement establishing Owner's construction and responsibility for the specified parcel only is exclusive to accommodate a particular unique circumstance and does not set precedent for any other extension agreements.

Parcel ID Number	Use (Structure Type)	Number of Units
8003-0401-20	Single Family Residence	one (1)

**SECTION 2. BENEFITTING PARCEL(S).** This Main extension benefits parcels beyond Owner's responsibility; therefore only Owner's pro rata share ("Share") shall be collected by County. County has established a Main construction cost of \$64,346.75 ("Total Cost") using its best available information at the time of this Agreement. Based on the number of total parcels served by the Main in Section 1 and Section 2, **the Share cost for each connected parcel** (based on the standard residential 8" maximum Main extension price) **shall be \$2,999.77**. County shall collect any Benefitting Parcel Share prior to that Benefitting Parcel's connection to the System. Proposed Main creates a benefit to 13 unserved parcel(s) ["Benefitting Parcel(s)"] below:

<i>8003-0400-01</i>	<i>8003-0400-02</i>	<i>8003-0400-03</i>	<i>8003-0400-04</i>	<i>8003-0400-05</i>	<i>8003-0400-06</i>
<i>8003-0400-07</i>	<i>8003-0400-08</i>	<i>8003-0401-19</i>	<i>8003-0401-21</i>	<i>8003-0401-22</i>	<i>8003-0401-23</i>
<i>8003-0401-24</i>	<i>Parcels in italics are a benefit as a result of County's extension beyond Owner's obligation</i>				

**SECTION 3. PERMISSION TO CONNECT.** County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity until all conditions precedent set forth herein are met. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no representation or agreement as to the timing of the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt from Owner of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

**SECTION 4. ACCEPTANCE BY OWNER.** Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1, to enter into a service agreement for same, and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and

understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

**ACCEPTED AND AGREED TO BY OWNER:**

OWNER: D32 Invest, LLC

[Signature]  
Signed WALTER MACLEOD, OWNER 2/18/21  
Printed, Title \_\_\_\_\_ Date \_\_\_\_\_

**SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:**

WITNESS:

[Signature]  
Jenna Stete 2/18/21  
Printed \_\_\_\_\_ Date \_\_\_\_\_

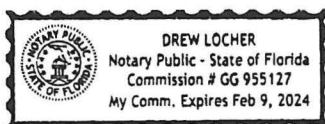
WITNESS:

[Signature]  
Yolanda D. Rivers 2/18/21  
Printed \_\_\_\_\_ Date \_\_\_\_\_

STATE OF FLORIDA, COUNTY OF ORANGE

The foregoing **Water Main Extension Connection Agreement 20-SA-33-S** was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of FEBRUARY 2021 by WALTER MACLEOD (name) as OWNER (capacity/title) for D32 Invest, LLC who is ☒ personally known to me or ☐ produced identification (type/# \_\_\_\_\_).

NOTARY SEAL



[Signature]  
Signature of Notary Public, State of Florida

**IN WITNESS WHEREOF**, the parties hereto agree to these terms as of the date approved by the County.

**MARION COUNTY, FLORIDA,**

a political subdivision of the State of Florida

Jeff Gold, Chairman \_\_\_\_\_ Date \_\_\_\_\_

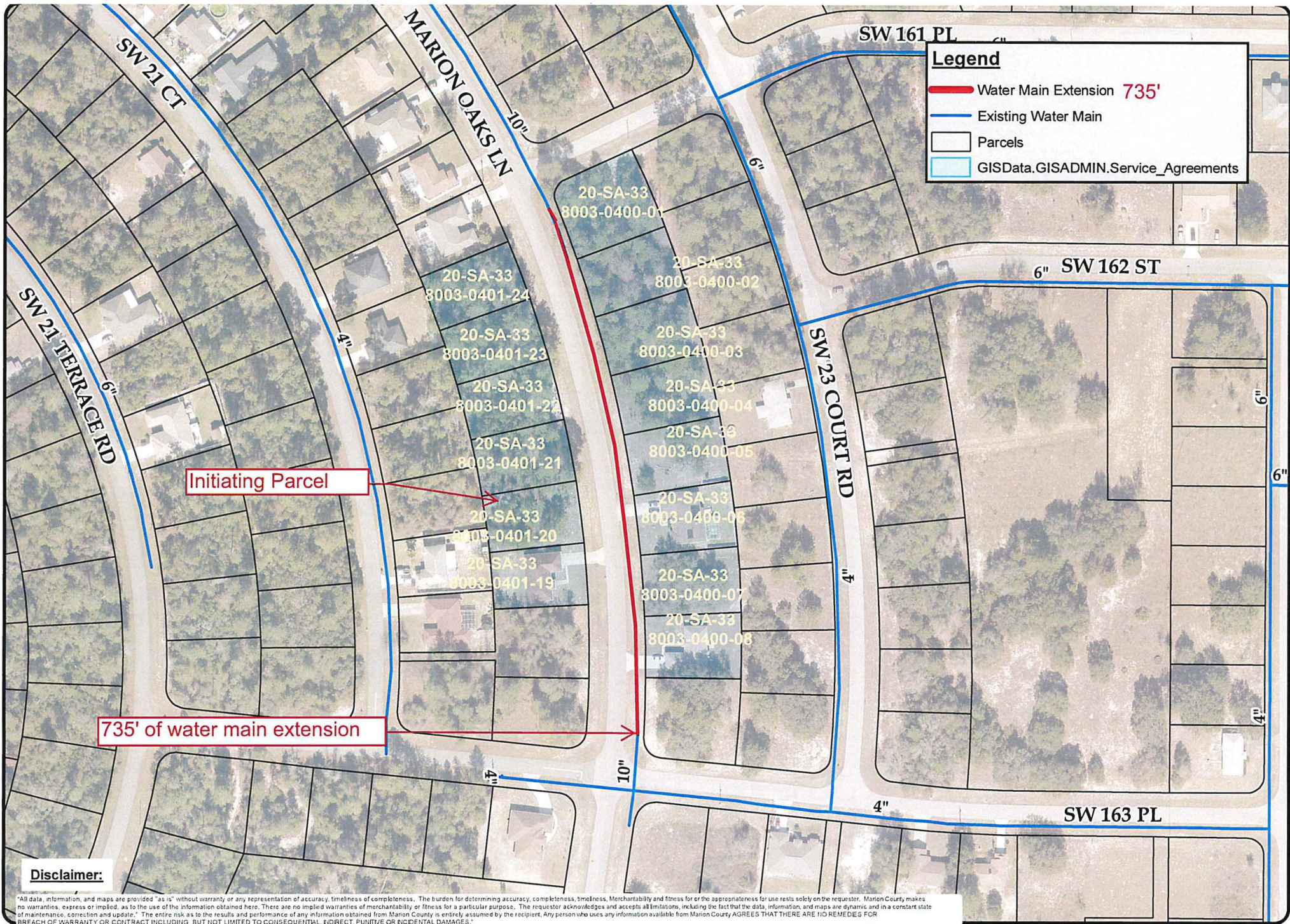
**ATTEST:**

Gregory C Harrell, Clerk \_\_\_\_\_ Date \_\_\_\_\_

**FOR USE AND RELIANCE BY MARION COUNTY ONLY**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:** [Signature] Matthew G. Minter, County Attorney





**Legend**

- Water Main Extension 735'
- Existing Water Main
- Parcels
- GISData.GISADMIN.Service\_Agreements

Initiating Parcel

735' of water main extension

**Disclaimer:**

"All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness. The burden for determining accuracy, completeness, timeliness, Merchantability and fitness for or the appropriateness for use rests solely on the requester. Marion County makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts all limitations, including the fact that the data, information, and maps are dynamic and in a constant state of maintenance, correction and update." The entire risk as to the results and performance of any information obtained from Marion County is entirely assumed by the recipient. Any person who uses any information available from Marion County AGREES THAT THERE ARE NO REMEDIES FOR BREACH OF WARRANTY OR CONTRACT INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES."