



AMENDED MARION COUNTY WATER MAIN EXTENSION **CONNECTION AGREEMENT NO: WME-093-O**

SECTION 1. REQUEST. Property owner ("Owner") PABLYN LLC whose complete and principal address is 7901 4th St N, Suite 200, St Petersburg, FL 33702, hereby requests, through payment of the non-refundable application fee and execution of this Amended Agreement ("Agreement"), that Marion County ("County") hereby replaces the previously approved Agreement approved by the Board of County Commissioners July 15, 2025 and recorded in the County's Official Records Book 8665 Pages 425-428, with this Agreement to provide service from its central utility system ("System") to Owner's parcel below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense. The Agreement is required to be amended due to the potential cost recovery for Owner identified in Section 2.

Parcel ID Number	Use (Structure Type)	Number of Units
8009-1250-08	Single Family Residence	one (1)

SECTION 2. BENEFITING PARCELS. Main is proposed to extend past unserved parcels, including any future division of said parcels ["Benefiting Parcels"]: 8009-1250-09, 8009-1251-25

Owner agrees that time is of the essence for the whole of this project. Therefore, Parties specifically agree if Main construction does not commence for any reason within ninety (90) days of the full execution of this Agreement, County may unilaterally terminate same without penalty to County. After Board approval of the Agreement, Owner revised its contractor selection to hire its own Contractor at a lower cost than County's low bid price of \$21,062; while authorizing County to coordinate construction pursuant to Owner's permit oversight and processing. Owner confirmed its accepted contractor and surveyor's proposals as of October 31, 2025 and shall provide for Main construction commencement within 90 calendar days. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than ten (10) calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefiting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. If said conditions are met, a Benefiting Parcel Share ("BPS") will be collected by County of any Benefiting Parcel identified in Section 2 prior to connection to its System based either upon a pro-rata share of County's bid price, or Owner's preferred contractor's actual price if lower and paid directly to Owner Contractor, and that BPS will be remitted to Owner's address on file, less any delinquent amount owned by Owner to County with regard to County's utility service to Owner. BPS totals \$5,733.33 and is based upon (a) County's lowest bid or **[✓] (b) Owner Total Project Cost \$17,200** consisting of: Owner's Contractor's bid price \$16,500, plus Owner's \$700 obligation to County for County's direct cost to design water main extension plans. If Owner Contractor's cost is lower on its post-construction Bill of Sale than its pre-construction quote, BPS pro-rata rebate will be adjusted lower and this Agreement will be amended to reflect the actual adjusted BPS that County will collect and rebate to Owner. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefiting Parcel.

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. 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 other representation or agreement as to 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

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 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 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: PABLYN LLC

Pablo Regis De Alvarenga, AMBR

11-10-25
Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

Maiza Chavara 11-10-2025
Printed Date

WITNESS:

Pablo Silva 11-10-25
Printed Date

STATE OF Tennessee, COUNTY OF Rutherford

The foregoing **Water Main Extension Connection Agreement WME-093-O** was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of November 2025 by Pablo Regis De Alvarenga as AMBR for PABLYN, LLC who is ☐ personally known to me or ☒ produced ID (type/# driver's license)



Gwyneth M Paige Powell
Signature of Notary Public

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

Carl Zelak, III, Chairman Date

ATTEST:

Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew G. Minter, County Attorney

