

*This instrument prepared by,  
and when recorded return to:*

S. Denay Brown, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
106 E. College Avenue, Suite 700  
Tallahassee, Florida 32301

-----[SPACE ABOVE THIS LINE FOR RECORDING INFORMATION]-----

**AGREEMENT**  
**(SW 80TH AVE 4-LANING PROJECT)**

THIS AGREEMENT (SW 80TH AVENUE 4-LANING PROJECT) (“**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and among MARION COUNTY, a political subdivision of the State of Florida, whose post office address is 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 (“**County**”), and PULTE HOME COMPANY, LLC, a Michigan limited liability company, whose post office address is 2301 Lucien Way, Suite 155, Maitland, Florida 32751 (“**Pulte**”). The County and Pulte shall each be referred to herein as a “**Party**” and shall be collectively referred to herein as the “**Parties**.”

**RECITALS:**

**WHEREAS**, the County is widening SW 80th Avenue from two lanes to four lanes from SW 90th Street (present terminus of four lanes) to one-half mile north of SW 38th Street, or further north as determined by the County during the design phase, and along SW 38th Street to approximately 3,000 feet east of the intersection of SW 80th Avenue and SW 38th Street (approximately SW 74th Avenue) (“**SW 80th Ave 4-Laning Project**”), the extent of which is graphically shown on **Exhibit “1”**; and

**WHEREAS**, the SW 80th Ave 4-Laning Project includes the design, engineering, permitting, and construction of a roundabout at the intersection of SW 80th Avenue and SW 38th Street and a roundabout at the southern entrance to the West Port High School; and

**WHEREAS**, on or before January 31, 2026, the County will have completed the design, engineering, and permitting for the SW 80th Ave 4-Laning Project and intends to proceed with competitive bidding and commencement of construction; and

**WHEREAS**, Pulte is the owner of certain real property that will be impacted by the SW 80th Ave 4-Laning Project (“**Pulte’s Property**”); and

**WHEREAS**, pursuant to the Amended and Restated Development Order by and between the Parties, recorded in OR Book 6445, Page 1390, Public Records of Marion County, Florida, as amended via the First Amendment to the Amended and Restated Development Order, recorded in OR Book 6950, Page 487, Public Records of Marion County Florida, and the Second Amendment

to the Amended and Restated Development Order, recorded in OR Book 8015, Page 1, Public Records of Marion County Florida (collectively “**ARDO**”), Pulte agreed to pay its proportionate share of transportation impacts and the County agreed to apply the funds towards the SW 80th Ave 4-Laning Project; and

**WHEREAS**, the ARDO required the County to commence construction of the SW 80th Ave 4-Laning Project from approximately SW 90th Street (present terminus of 4-lanes) to 0.25 miles north of SW 80th Street (“**SW 80th Ave South Segment**”), within one (1) year of payment from Pulte and On Top of the World Communities, L.L.C., a Florida limited liability company, which the Parties acknowledge such payment occurred in April 2024; and

**WHEREAS**, the ARDO did not specify a date certain by which the County was to commence construction of the SW 80th Ave 4-Laning Project from 0.25 miles north of S.W. 80th Street to 0.2 miles north of S.W. 38th Street Road, or further north as determined by the County during the design phase, and along SW 38th Street to approximately 3,000 feet east of the intersection of SW 80th Avenue and SW 38th Street (approximately SW 74th Avenue) (“**SW 80th Ave North Segment**”); and

**WHEREAS**, the Parties agreed to delay the commencement of construction of the SW 80th Ave South Segment to allow for the construction of the SW 80th Ave North Segment to run concurrently or consecutively with the SW 80th Ave South Segment, thereby resulting in less disruption to the residents in the area; and

**WHEREAS**, the Parties desire to coordinate on the County’s various needs to implement the SW 80th Ave 4-Laning Project, and to outline the rights and obligations of each Party in connection therewith; and

**WHEREAS**, the Parties desire to enter into this Agreement to memorialize (a) the property to be conveyed or encumbered for right-of-way, drainage, access, signage, and other various purposes, (b) the mechanism for valuation of such property, (c) the timing and manner of conveyance or encumbrance of such property, and (d) the amount of payment to be conveyed by the County; and

**WHEREAS**, SW 80th Avenue is a component of the County’s major road network, and the Marion County Transportation Improvement Program (2025/2026 – 2029/2030) includes the addition of two lanes to SW 80th Avenue from SW 90th Street to one-half mile north of SW 38th Street (TIP073815) using road impact fees; and

**WHEREAS**, the drainage retention areas as defined in this Agreement and generally graphically shown on **Exhibit “2”** are necessary to complete the SW 80th Ave 4-Laning Project and are in conformity with the capacity improvement associated with project TIP073815; and

**WHEREAS**, the Marion County Board of County Commissioners authorized execution of this Agreement on \_\_\_\_\_, 2026.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and are a material part of this Agreement.

2. **DRA-4-A**. To accommodate the County's need and request for a drainage retention area on Pulte's Property, the Parties have agreed that Pulte will deed Tract L of the plat for Stone Creek by Del Webb Solaire Phase 2 & 3 as per plat thereof recorded in Plat Book 16, Page 182, of the Public Records of Marion County, Florida, to County in the form attached to and incorporated herein as **Exhibit "3"** ("**Deed**"). The Parties have ordered or will order an appraisal to establish the fair market value associated with the conveyance of the drainage retention area. The County Commission authorizes the County Administrator and/or his or her designee to, on behalf of the County, negotiate with Pulte the value for the conveyance of the drainage retention area provided such valuation does not exceed the highest valued appraisal. The Parties agree that Pulte will engage an appraiser for such valuation and provide such appraisal to the County for review in accordance with Section 10-323(d)(1), Marion County Code of Ordinances. Should the County disagree with such appraisal, the County may obtain a second appraisal and provide such to Pulte for review. To the extent the Parties cannot agree on a value after review of the two appraisals, such valuation shall be referred to mediation. Within forty-five (45) days of the Parties agreeing to the appraised value, the Deed shall be finalized with the agreed upon appraised value and executed by Pulte, the County shall pay to Pulte the agreed upon appraised value, and thereafter the Deed shall be recorded in the Public Records of Marion County by Pulte.

3. **DRA-5-B2**. To accommodate the County's need and request for a larger drainage retention area on Pulte's Property, and Pulte's need to potentially relocate the drainage retention area to accommodate future development plans, the Parties have agreed that Pulte will grant an easement to the County for the expanded drainage retention area for current and additional stormwater volume and for the performance of other obligations as set forth in the drainage easement attached hereto and incorporated herein as **Exhibit "4"** ("**Drainage Easement Agreement**"). The County has not completed a legal description and sketch for the expanded drainage retention area, which is estimated to be 5.38 acres and the County shall not increase the size of the drainage retention area without first obtaining Pulte's consent. The Parties have ordered or will order an appraisal to establish the fair market value associated with the granting of the easement for the expanded drainage retention area, which will be finalized upon the completion of the legal description and sketch. The County Commission authorizes the County Administrator and/or his or her designee to, on behalf of the County, negotiate with Pulte the value for the granting of the easement for the expanded drainage retention area provided such valuation does not exceed the highest valued appraisal. The Parties agree that Pulte will engage an appraiser for such valuation and provide such appraisal to the County for review in accordance with Section 10-323(d)(1), Marion County Code of Ordinances. Should the County disagree with such appraisal, the County may obtain a second appraisal and provide such to Pulte for review. To the extent the Parties cannot agree on a value after review of the two appraisals, such valuation shall be referred to mediation. Within forty-five (45) days of the Parties agreeing to the legal description and appraised value, the Drainage Easement Agreement shall be finalized with the agreed upon legal description and appraised value, executed by the Parties, the County shall pay to Pulte the agreed

upon appraised value, and thereafter the Drainage Easement Agreement shall be recorded in the Public Records of Marion County by Pulte.

4. **Temporary Construction Easement Agreement.** Pulte shall separately provide to the County a necessary non-exclusive, temporary construction easement over its property, which is the minimum necessary property to accommodate construction activities for the SW 80th Ave 4-Laning Project that cannot be performed by the County within the dedicated 120 feet wide right-of-way, but which shall be conducted contiguous to the right-of-way, in form substantially similar to **Exhibit “5”** attached hereto and made a part hereof (“**Temporary Construction Easement Agreement**”). The Temporary Construction Easement Agreement will be for the SW 80th Ave North Segment and a description of the property to be encumbered by this easement has not yet been established. Within ten (10) days of the Parties agreeing to the legal description and sketch for the Temporary Construction Easement Agreement, the Temporary Construction Easement Agreement shall be finalized with the agreed upon sketch and legal description, executed by the Parties, and recorded in the Public Records of Marion County by the County. The Temporary Construction Easement shall terminate on the date that construction is completed. Pulte shall not receive payment for the Temporary Construction Easement.

5. **Pulte Costs.** Within forty-five (45) days of the date of this Agreement, the County shall reimburse Pulte on a dollar-for-dollar basis for the costs Pulte has expended to assist the County in designing, engineering, planning, and drafting the work product in order to facilitate the County’s successful implementation of the SW 80th Ave 4-Laning Project, including the County’s need for right-of-way, easements, public improvements, and other related matters (“**Pulte Costs**”) incurred as of Effective Date in the amount of \_\_\_\_\_. Within forty-five (45) days after Pulte’s request therefore, the County shall reimburse Pulte for any Pulte Costs incurred after the Effective Date. Pulte Costs shall include fees charged to Pulte by appraisers, engineers, planners, lawyers, surveyors and other similar consultants.

6. **Notices.** All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) upon hand delivery; (ii) one (1) Business Day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, Federal Express, or UPS), or (iii) upon delivery of an email transmission with electronic delivery verification to the following addresses:

If to the County at: Marion County  
601 SE 25th Ave.  
Ocala, FL 34471  
Attn: Mounir Bouyounes, County Manager  
E-mail: [Mounir.Bouyounes@marionfl.org](mailto:Mounir.Bouyounes@marionfl.org)

Courtesy copy to: Marion County  
601 SE 25th Ave.  
Ocala, FL 34471  
Attn: Matthew G. Minter, County Attorney  
E-mail: [Matthew.Minter@marionfl.org](mailto:Matthew.Minter@marionfl.org)

If to Pulte at: Pulte Home Company, LLC  
Attn: Sean Strickler  
2662 S. Falkenburg Road  
Riverview, Florida 33578  
Email: [Sean.Strickler@PulteGroup.com](mailto:Sean.Strickler@PulteGroup.com)

Courtesy copy to: Pulte Home Company, LLC  
Attn: Scott Clements  
2301 Lucien Way, Suite 155  
Maitland, Florida 32751  
Email: [Scott.Clements@PulteGroup.com](mailto:Scott.Clements@PulteGroup.com)

The failure by any Party to deliver a courtesy copy as referenced above shall not constitute a default under the terms of this Agreement nor shall it create a defect in any notice which is otherwise properly given. Furthermore, it is agreed that, if any Party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other Party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified. Any Party hereto may, at any time by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other Parties to whom copies of all notices hereunder shall be sent.

10. **Miscellaneous.**

(a) **Waivers; Amendments.** No provision of this Agreement shall be waived, amended or supplemented except by a written instrument executed by all Parties.

(b) **Rules of Construction.** This Agreement shall be construed and interpreted under the laws of the State of Florida. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms of provisions herein. All references herein to the singular shall include the plural, and vice versa.

(c) **Participation.** Each of the Parties have participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the Parties, and shall be interpreted as if the Parties hereto jointly prepared it.

(d) **Cooperation.** The Parties shall execute in good faith such other and further documents as may be required to effectuate the terms of this Agreement. However, nothing herein shall be interpreted to require the County to take or abstain from taking any regulatory, legislative, or quasi-judicial action.

(e) **Remedies.** In the event of a breach or threatened breach of any Party's obligations under this Agreement, a cause of action shall immediately accrue to the non-breaching Party and such non-breaching Party shall be entitled to pursue all remedies described in this

Agreement or provided at law and equity. The Parties further agree that the waiver of a Party's breach or threatened breach of any obligations under this Agreement shall not be construed as a waiver of any subsequent breach by that Party.

(f) **Attorneys' Fees/Venue.** In the event of any dispute, litigation, or other proceeding between the Parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of the Parties hereunder, each Party to such dispute, litigation, or other proceeding shall pay its own attorney fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a Party prevails in such litigation or proceeding. In the event of litigation, venue shall be in Marion County, Florida. The provisions of this Section shall survive termination of this Agreement.

(g) **Severability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, at any time or to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Notwithstanding the foregoing, the Parties intend for each term, covenant, condition and provision of this Agreement to be valid and enforced to the fullest extent permitted by law.

(h) **Relationship of the Parties; No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to, or shall, or shall be deemed to, create a joint venture or partnership of any kind between the Parties hereto. Nothing contained in this Agreement is intended to create any rights in third parties.

(i) **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between the Parties hereto and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein. The Agreement may only be modified in writing signed by all Parties.

(j) **Waiver of Jury Trial.** THE PARTIES JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

(k) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

(l) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

(m) **Business Day.** A "Business Day" shall mean any day that is not a Saturday, Sunday, or a legal holiday as defined by Section 683.01, Florida Statutes.

(n) **Effective Date.** The “Effective Date” of this Agreement shall be the date that the last of the Parties execute this Agreement.

## **INDEX OF EXHIBITS**

- Exhibit “1” – SW 80<sup>th</sup> Ave 4-Laning Project**
- Exhibit “2” – Drainage Retention Areas**
- Exhibit “3” – Deed**
- Exhibit “4” – Drainage Easement Agreement**
- Exhibit “5” – Temporary Construction Agreement**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives on the day and year first above written.

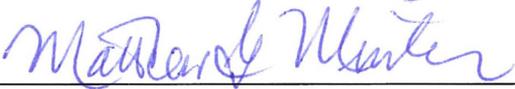
**ATTEST:**

**BOARD OF COUNTY COMMISSION OF  
MARION COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
Carl Zalak, III, Chairman

For Use of Marion County Only,  
Approved as to Form

  
\_\_\_\_\_  
Matthew G. Minter  
County Attorney

**WITNESSES:**

**PULTE HOME COMPANY, LLC, a**  
Michigan limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by  
\_\_\_\_\_ of PULTE HOME COMPANY, LLC, a Michigan limited  
liability company, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name printed

My Commission Expires: \_\_\_\_\_