



Marion County Board of County Commissioners

Utilities

11800 SE U.S. Highway 441
Bellevue, FL 34420
Phone: 352-307-6000
Fax: 352-307-6001

MARION COUNTY WATER SERVICE APPLICATION, PERMIT AND CUSTOMER SERVICE AGREEMENT NO. 19-SA-13

SECTION 1. APPLICATION. The property owner DRC24LLC, at
1936 NW 102nd Blvd, Wildwood, FL, zip 34785 hereby request water service as set forth below:

Parcel Identifications Number	Acreage	Proposed Anticipated Land Use	ERCs Requested	ERCs Allocated
<u>8001-0166-03</u>	<u>.23</u>	<u>R1</u>	<u>1</u>	<u>1</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The applicant's project is described as follows:

Name: DRC24LLC

Type: Single Family Home ☒ Apartment ☐ Motel ☐ Other (describe): _____

Total number of units: 1

Number of units per connection: 1

Number of bedrooms per unit: _____

Population per unit: _____

Number of connections (ERCs): 1

Total population to be served: _____ Flow: _____ GPD/capita

Expected average daily flow: _____ GPM: 400 GPD

I agree to be bound fully by and confirm receipt and a copy of the provisions of the Marion County Utility Service Territory, Availability, Concurrence and the Marion County Land Development Code, latest version, and the terms and conditions attached hereto as Exhibit "1." The person or persons executing this application are fully authorized to bind the property owner and agree to indemnify the county for damages the county may incur because of false representation in this application. The property owner hereby accepts all terms and conditions contained in the Rules and in other county requirements, unless the property owner withdraws this application. In order to withdraw this application, the property owner must send written notice executed in the same manner as this application by United States mail, postage prepaid, certified mail, return receipt requested, addressed to: Utilities Director, Marion County Utilities (11800 SE US HWY 441, Bellevue, FL 34420).

SECTION 2. PERMISSION TO CONNECT

The County hereby grants the Applicant the right to connect for the contribution of 400 gallons per day equaling 1 equivalent residential connections into the Marion County (the "County") Water System.

IN WITNESS WHEREOF, the parties hereto agree to these terms this _____ day of _____.

ATTEST:

MARION COUNTY, FLORIDA, a political
Subdivision of the State of Florida

Gregory C Harrell, Clerk

Chair, Marion County Board of County Commissioners

Print Name: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
for County Attorney

Print name

Date

ACCEPTED AND AGREED TO BY THE OWNER:

Signed, sealed and delivered
In the presence of:

Witness

Print Name: _____

Title: _____

OWNER:

Danny Cobb DRC 24 LLC
(Individual Owner or Entity Owner Name)

Signed by: [Signature] Danny Cobb
(print)

Title Owner MANAGER for DRC24 LLC
(if entity)

Date: 4-24-19

A. ~~BY NOTARIAL~~ REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared Danny Cobb, who, after being first duly sworn, acknowledged that he/she executed the foregoing agreement for the purposes therein expressed, as MANAGER for DRC24 LLC.

WITNESS my hand and official seal this 24th day of April, 2019 in the County and State last aforesaid.

(SEAL)

✓

Personally Known
OR

Produced Identification

Type of Identification Produced: _____

[Signature]
Signature, Notary Public, State of Florida



EXHIBIT "1"
TERMS AND CONDITIONS TO WATER SERVICE APPLICATION

The following terms and conditions apply to this Agreement:

- (1) Marion County Code
- (2) Marion County Land Development Code
- (3) Marion County Rate Resolutions and Ordinances

(4) The issuance of this permit creates no vested rights and shall not be construed as a guarantee of water service capacity. The County may permit connections to its water system only if it may lawfully do so and 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. The County makes no other representation or agreement as to the availability of water service in connection with the development of the property described in this permit. The permittee expressly agrees that it shall have no claim or cause of action against the County for its observance of these rules or any such permit, license, restriction, injunction, moratorium or denial of permission to connect its sanitary water lines into the County's Water System. By acceptance of this permit, the permittee hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against the County arising from or as a result of the County's refusal to permit the permittee to connect to the County's Water System for observance of these rules or for the reason that the connection would violate such permit, license, restriction, injunction, moratorium or denial of permission to connect.

(5) This permit shall be valid for a period of five (5) years from the date of issuance hereof in accordance with the provisions of the Rules, or as those Rules may be amended from time to time, and the validity hereof may be extended upon payment of the applicable rates, fees and charges of the County. Failure to pay said fees at the time and in the manner provided by the County shall cause this permit to expire. Once connection is made and service is provided to the property covered by this permit, this document shall become a customer service agreement applicable to the provision of water service to the property covered hereunder in accordance with its terms for so long and at such times said terms and conditions are complied with.

(6) This permit is transferable in accordance with the Rules.

(7) This permit may be revoked by the County for any of the following reasons: (a) Violation or non-compliance with the terms and conditions of this permit; (b) Violation or non-compliance with the provisions of the Rules; (c) Misrepresentation of fact in the permittee's application; (d) Mistake of fact, or; (e) Mistake of law.

(8) The permission to connect granted hereunder is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction for beneficial occupancy of adequate distribution, transmission and treatment facilities at or connected to the Marion County Water System. The Applicant agrees to be responsible for providing for the distribution and transmission facilities in accordance with the Rules.

(9) The County reserves the right at anytime within ninety (90) days after receipt of the payment of water capital charges to, for any reason, refund said charges and cancel this permit. Said water capital charges shall be non-interest bearing.

(10) Customer hereby grants and gives the County the exclusive right or privilege to construct, own, maintain, and operate the water facilities in, under, over and across the Property up to and including the point of connection. Customer, as part of the Easement hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual.

(11) The Customer, its tenant(s), its successors and assigns agree to pay to the County for monthly service within thirty (30) days after statement is rendered by the County all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the County may, in its sole discretion, terminate service as to the Customer.



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MARION COUNTY ADDENDUM FOR PIPELINE EXTENSION

1. The Property Owner has this day entered into a service Application, Permit and Customer Service Agreement No. 19-SA-13 ("Agreement") with Marion County ("County"). Property Owner 1936 NW 102nd Blvd, Wildwood, FL, zip 34785 proposes to extend a 6 inch diameter PVC pipeline ~ 250 linear feet as depicted on the attached map referenced here as **Exhibit "A."** The pipeline will extend past undeveloped lots and is projected to cost Property Owner \$ 11,302.97 to construct. The benefited lots have the following parcel numbers:

Parcel Identifications Number

8001-0168-17

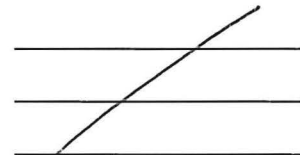
8001-0166-04

8001-0168-18

8001-0166-05

8001-0168-19

8001-0166-03 (SP)



When the final cost of building the pipeline are certified by Property Owner to the County, then the County agrees that it shall impose a pro rata share of those costs on each lot listed herein as a condition of that lot receiving service. This pro rata share shall exclude Property Owner's pro rata share of the costs. The County agrees that for a period of seven (7) years, it shall be obligated to pay any such pro rata share collected from the owners of such lots to Property Owner as partial reimbursement for Property Owner's construction of the pipeline. Notwithstanding anything to the contrary, Property Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing the pipeline.

2. This document constitutes as an Addendum to the Agreement, and all terms of the Agreement are herein.

IN WITNESS WHEREOF, the parties hereto agree to these terms this ____ day of _____.

ATTEST:

MARION COUNTY, FLORIDA, a political

Subdivision of the State of Florida

Gregory C Harrell, Clerk

Chair, Marion County Board of County Commissioners

Print Name: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
County Attorney

Print name

Date

ACCEPTED AND AGREED TO BY THE OWNER:

Signed, sealed and delivered
In the presence of:

OWNER:

[Signature]
Print Name: Jennifer Herzog

DRC 24 LLC

(Owner or Entity Name)

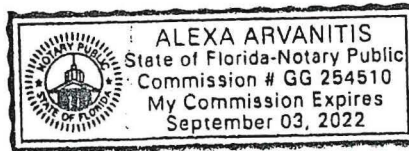
Title: Manager

Signed by: [Signature]

Title: owner

Date: 3-19-19

[CORPORATE SEAL]



STATE OF _____

COUNTY OF _____

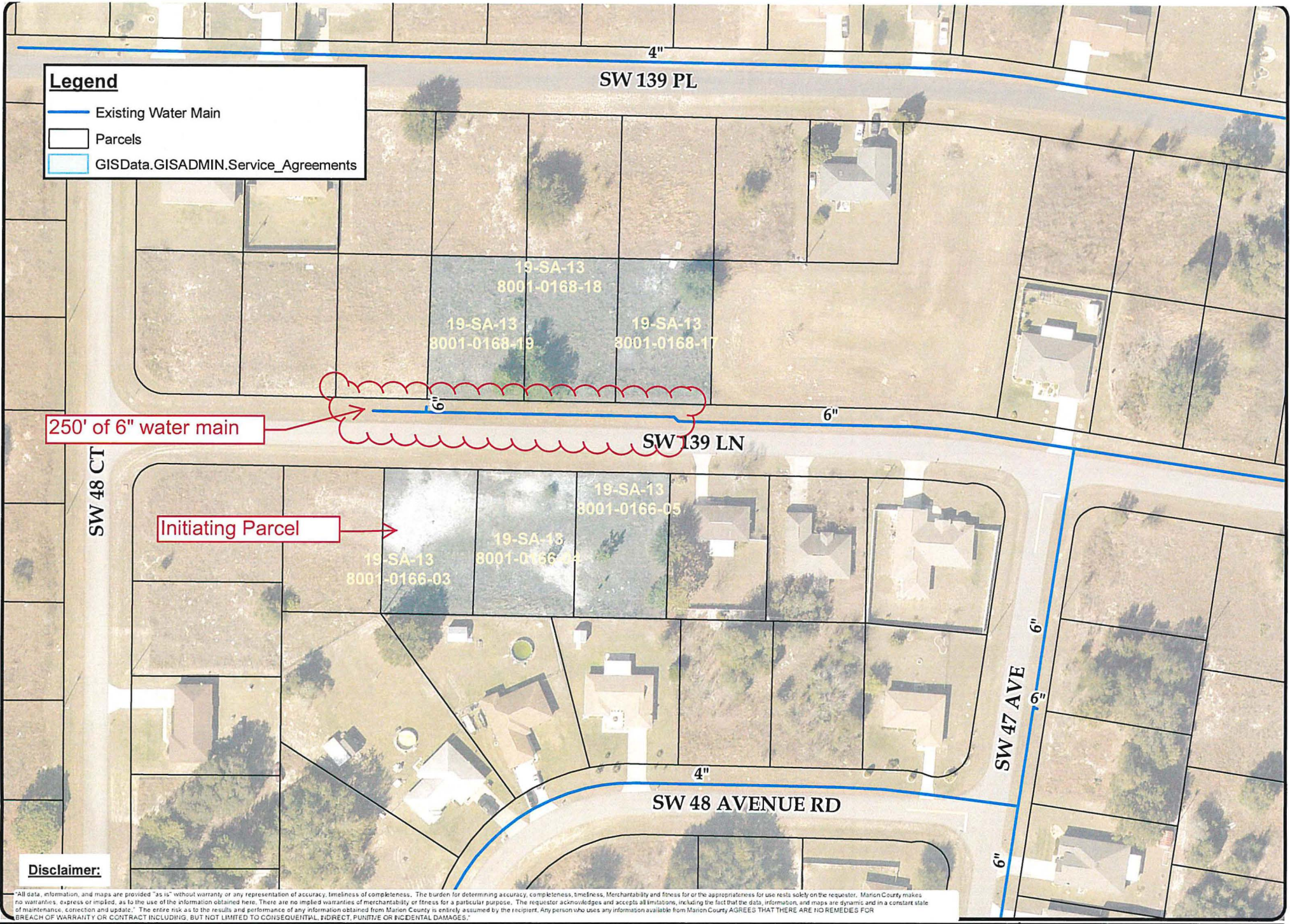
The foregoing instrument was acknowledged before me this 8 day of MAY, 2019 by Danny Cobb of DRC 24 LLC, a _____ authorized to do business in the State of Florida, on behalf of the LLC. He/she is personally known XX to me or has produced PERSONALLY KNOWN as identification and did (did not) take an oath.

Alexa Arvanitis
Signature

Alexa Arvanitis
Typed, printed or stamped name

Title or rank

Serial number (if any)



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."