

## MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 20-SA-38-O

**SECTION 1. REQUEST.** Property owner ("Owner") D32 Wholesale, 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") provide service from its central utility system ("System") to Owner's parcel(s) 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.

Parcel ID Number	Use (Structure Type)	Number of Units
8010-0997-13	Single Family Residence	one (1)
8010-0997-14	Single Family Residence	one (1)

**SECTION 2. BENEFITTING PARCEL(S).** Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"] below:

8010-0998-10	8010-0998-11	8010-1000-24
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Owner agrees that time is of the essence for the whole of this project. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall (a) accept County's bid price of \$22,653.50 for which Owner agrees to be liable; authorizing County to bill same; and authorizing County to coordinate Main construction pursuant to Owner's permit oversight and processing, or **(b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal at a cost not to exceed \$22,653.50** to County within 30 calendar days, and provide for construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 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 Benefitting 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. County will collect a pro-rata cost ("Share") of any Benefitting Parcel identified in Section 2 prior to connection to its System. If said conditions are met, a **Benefitting Parcel Share of \$4,530.70** will be collected by County and remitted to Owner's address on file, less any delinquent amount owed by Owner to County with regard to County's utility service 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 Benefitting 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 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:** OWNER: D32 Wholesale, LLC, a Florida limited liability company  
By: D32 Invest, LLC, a Florida limited liability company  
Its: Sole Member

By: Werner Macedo  
Werner Macedo, Manager

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

WITNESS:

Jenna Jletz 2.23.21  
Printed Date

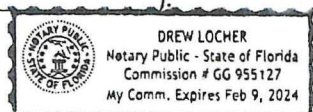
WITNESS:

Joseph Panegue 2-23-2021  
Printed Date

STATE OF Florida, COUNTY OF Orange

The foregoing **Water Main Extension Connection Agreement 20-SA-38-O** was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23<sup>rd</sup> day of February, 2021 by Werner Macedo as Manager of D32 Invest, LLC a Florida limited liability company, as the sole member of D32 Wholesale, LLC, a Florida limited liability company 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

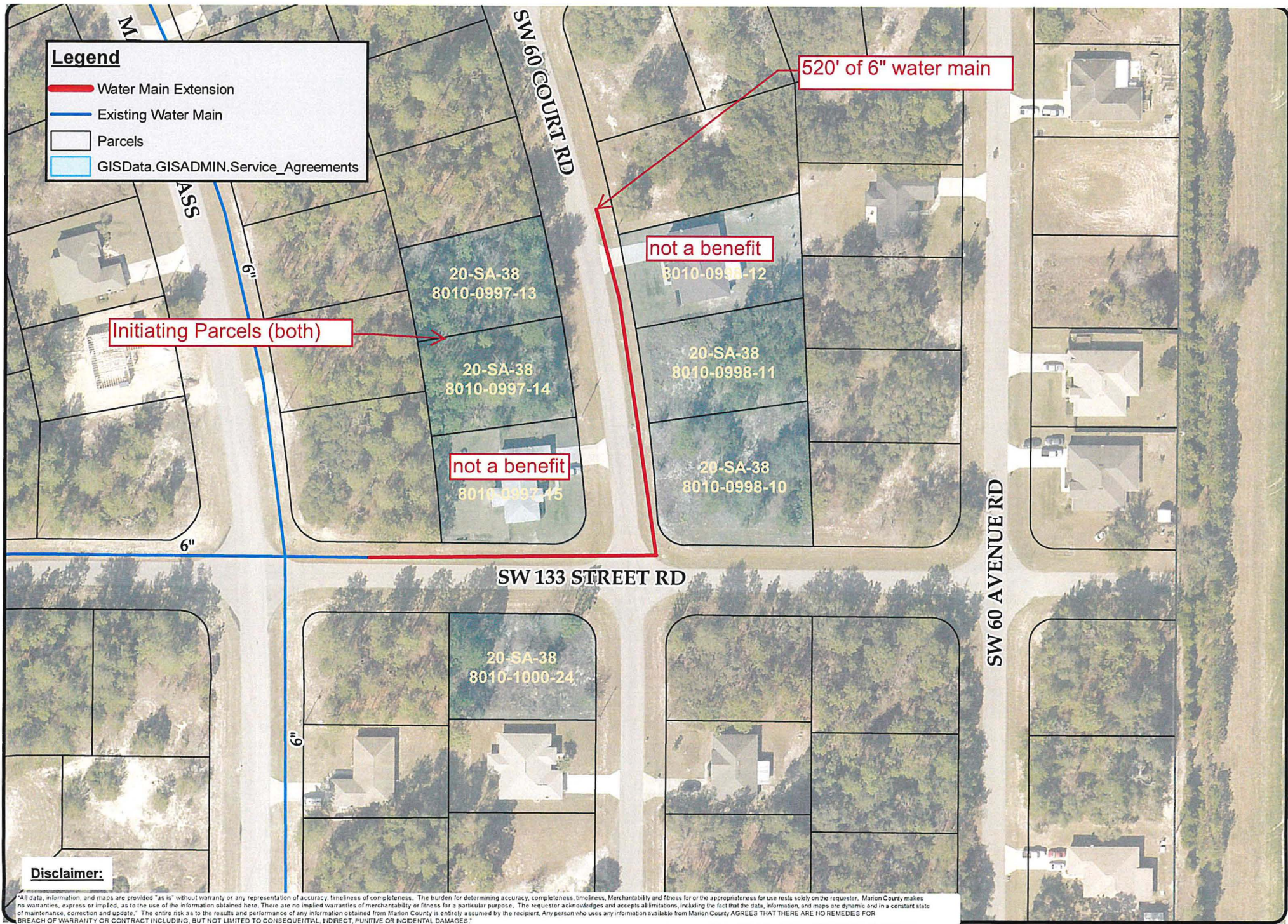
**ATTEST:**

Gregory C Harrell, Clerk Date

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

Matthew G. Minter, County Attorney





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