

**PARKING AGREEMENT  
FOR PROJECT HOMETOWN**

**DOWNTOWN OCALA MARRIOTT AC**

**BETWEEN**

**CITY OF OCALA,  
a Florida municipal corporation,**

**and**

**DOMACH, LLC,  
a Florida limited liability company**

<b>1. DEFINITIONS.....</b>	<b>4</b>
1.1. GENERALLY .....	4
1.1.1. Agreement.....	4
1.1.2. City Parking Incentive .....	4
1.1.3. Dedicated Elevator .....	4
1.1.4. Dedicated Spaces.....	4
1.1.5. Effective Date .....	4
1.1.6. Hotel .....	4
1.1.7. Month.....	5
1.1.8. Parking Garage.....	5
1.1.9. Parking Garage Payment.....	5
1.1.10. Permitted City Elevator User .....	5
1.1.11. Permitted Users .....	5
1.1.12. Person.....	5
1.1.13. Project .....	5
1.1.14. Property.....	5
1.1.15. Redevelopment Agreement.....	5
1.1.16. Regular City Parking Charge .....	5
1.1.17. ROFN.....	<i>Error! Bookmark not defined.</i>
1.2. RULES OF CONSTRUCTION.....	5
<b>2. DEDICATED PARKING SPACES AND ELEVATOR.....</b>	<b>5</b>
2.1. CITY CONSTRUCTION.....	6
2.2. DEDICATED SPACES. ....	6
2.3. DEDICATED ELEVATOR.....	6
2.4. COORDINATION; PUBLIC USE.....	7
2.5. TIMELY COMPLETION .....	7
2.6. ASSIGNMENT.....	7
2.7. SUSPENSION OF EXCLUSIVE RIGHTS.....	7
<b>3. PARKING GARAGE PAYMENTS.....</b>	<b>8</b>
3.1. FOR DEDICATED SPACES .....	8
3.2. FOR DEDICATED ELEVATOR .....	9
<b>4. RELATIONSHIP TO REDEVELOPMENT AGREEMENT .....</b>	<b>10</b>
<b>5. PARKING ENFORCEMENT .....</b>	<b>10</b>
<b>6. NOTICE OF SALE.....</b>	<b>10</b>
<b>7. DEFAULT.....</b>	<b>10</b>
7.1. FORCE MAJEURE.....	10
7.2. NOTICE AND OPPORTUNITY TO CURE .....	10
7.3. REMEDIES.....	10
7.4. REMEDIES NOT EXCLUSIVE .....	11
7.5. NO CONSEQUENTIAL DAMAGES .....	11
7.6. NO WAIVER .....	11
7.7. EFFECT OF TERMINATION.....	11
<b>8. AGREEMENT TO RUN WITH PROPERTY; SALE OF PARKING GARAGE .....</b>	<b>11</b>
<b>9. TERMINATION BY DEVELOPER.....</b>	<b>11</b>
<b>10. ASSIGNMENT; INTEREST TRANSFER .....</b>	<b>11</b>

11.	CITY’S POLICE POWERS.....	11
12.	SOVEREIGN IMMUNITY .....	11
13.	RESOLVING ANY INVALIDITY .....	12
14.	APPLICABLE LAW .....	12
15.	RELATIONSHIP.....	12
16.	PERSONAL LIABILITY.....	12
17.	EXCLUSIVE VENUE .....	12
18.	COUNTERPARTS; COPIES .....	12
19.	NOTICE .....	12
20.	RECORDING .....	13
21.	SUCCESSORS AND ASSIGNS .....	14
22.	ATTORNEY’S FEES .....	14
23.	SEVERABILITY .....	14
24.	CONSTRUCTION OF AGREEMENT .....	14
25.	TIME.....	14
26.	FURTHER ACTION .....	14
27.	JURY WAIVER .....	14
28.	WAIVER.....	15
29.	AMENDMENTS .....	15
30.	ENTIRE UNDERSTANDING.....	15

## PARKING AGREEMENT FOR PROJECT HOMETOWN

**THIS PARKING AGREEMENT** (“Agreement”), is entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date,” as defined below) by and between:

- City of Ocala, a Florida municipal corporation (“City”); and
- DOMACH, LLC, a Florida limited liability company (“Developer”)<sup>1</sup>.

### **WHEREAS:**

- A. City and Developer have entered into the Redevelopment Agreement<sup>2</sup> concerning the redevelopment of the Property.
- B. Pursuant to the Redevelopment Agreement, City has agreed to construct the Parking Garage.
- C. City and Developer are entering into this Agreement to establish the rights and obligations of City and Developer concerning the Parking Garage.

**NOW THEREFORE**, in consideration of the foregoing matters (which are incorporated herein by reference) and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

### **1. Definitions.**

- 1.1. Generally. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings.
  - 1.1.1. *Agreement* – This agreement, including any Exhibits attached hereto, and any revisions or amendments to this Agreement.
  - 1.1.2. *City Parking Incentive* – The provision of the Redevelopment Agreement that provides that Developer is not obligated to pay a Parking Garage Payment for a period of time as set forth therein.
  - 1.1.3. *Dedicated Elevator* – As defined in paragraph 2.3.
  - 1.1.4. *Dedicated Spaces* – As defined in paragraph 2.2.
  - 1.1.5. *Effective Date* – The date or effective date of this Agreement is the date upon which City or Developer last signs this Agreement. [The last party executing this Agreement is authorized to fill in the Effective Date in the blank in the first paragraph of this Agreement.]
  - 1.1.6. *Hotel* – As defined in the Redevelopment Agreement.

---

<sup>1</sup> “Developer” shall also include any entity in privity with Developer such as a separate entity serving as the Hotel operator or management company.

<sup>2</sup> Terms capitalized in these whereas clauses and not otherwise defined are defined in paragraph 1.1 below.

- 1.1.7. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date or event for example, two (2) months after February 15, 2026, is April 15, 2026.
- 1.1.8. *Parking Garage* – As defined in the Redevelopment Agreement.
- 1.1.9. *Parking Garage Payment* – As defined in paragraph 3.1.2
- 1.1.10. *Permitted City Elevator User* – As defined in paragraph 2.4.3.
- 1.1.11. *Permitted Users* – Developer or its employees, valet attendants, Hotel guests, or invitees.
- 1.1.12. *Person* (regardless of whether the term is capitalized) – An individual, corporation, limited liability company, partnership, or similar entity or group of individuals or persons.
- 1.1.13. *Project* – As defined in the Redevelopment Agreement.
- 1.1.14. *Property* – As defined in the Redevelopment Agreement.
- 1.1.15. *Redevelopment Agreement* – The *Redevelopment Agreement for Project Hometown Downtown Ocala Marriott AC* between City and Developer of even date herewith.
- 1.1.16. *Regular City Parking Charge* – The amount that City charges persons other than Developer to park in the Parking Garage. The amount of the Regular City Parking Charge shall be determined pursuant to paragraph 3.1.3.
- 1.2. Rules of Construction. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:
  - 1.2.1. Words importing the singular number shall include the plural, and vice versa.
  - 1.2.2. Where a provision involves two or more items, conditions, provisions or events connected by the conjunction “and,” “or” or “either or,” the conjunction shall be interpreted as follows: “and” indicates that all the connected terms shall apply; “or” indicates that the connected terms may apply singly or in any combination; and “either or,” indicates that only one of the connected terms may apply.
  - 1.2.3. The word “includes” shall be assumed to be followed by the phrase “with-out limitation,” and therefore shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
  - 1.2.4. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Agreement.
  - 1.2.5. The term “heretofore” shall mean prior to the execution of this Agreement.

## 2. **Dedicated Parking Spaces and Elevator.**

- 2.1. City Construction. City is constructing a multi-story Parking Garage and other related improvements as part of its public parking program. Upon Completion of construction of the Parking Garage, City shall operate and maintain the Parking Garage as set forth herein.
- 2.2. Dedicated Spaces. Subject to paragraph 2.4, City shall dedicate and reserve two hundred twenty-five (225) parking spaces (the “Dedicated Spaces”) for the perpetual, exclusive use of the Permitted Users. Specifically:
  - 2.2.1. Developer is hereby granted the exclusive use of the uncovered sixth (6th) floor of the Parking Garage, which shall be closed to the public by a boom gate or barrier arm accessible only to Permitted Users. Utilizing compact stacking of vehicles rather than typical parking spaces, this floor is anticipated to accommodate up to one hundred eighty-two (182) vehicles.
  - 2.2.2. Subject to paragraph 2.4, Developer is hereby granted the exclusive use of a portion of the fifth (5th) floor of the Parking Garage including forty-three (43) Dedicated Spaces consisting of standard, striped spaces similar to those found on the first five floors of the Parking Garage (“5th Floor Spaces”), which shall be closed to the public by a boom gate or barrier arm accessible only to credentialed Permitted Users, and/or marked with signage identifying them as being for the exclusive use of Developer and its Permitted Users. The location of the 5th Floor Spaces shall be determined by City and Developer during the construction of the Parking Garage and shall be identified in a writing signed by Developer and the City Manager.
  - 2.2.3. The City shall coordinate with the Developer, at Developer’s sole cost and expense, as to the designation of the Dedicated Spaces to indicate they are designated for the exclusive use of the Permitted Users.
  - 2.2.4. City will not charge any fees for use of the Dedicated Spaces to Permitted Users. In the event the City, its successors or assigns, elects to charge parking fees to other users of the Parking Garage, the City shall establish an “access card” or similar system for use by Permitted Users.
  - 2.2.5. Developer shall not charge any fees for use of the Parking Garage except as permitted hereunder, and shall not permit use of the Dedicated Spaces by persons other than Permitted Users. Developer may:
    - a). Charge for parking for Permitted Users; and
    - b). Calculate its Hotel room charges or related resort or amenity fees to account for the fact that “free parking” is being provided to its guests.
- 2.3. Dedicated Elevator. Subject to paragraph 2.4, City shall dedicate and reserve, an elevator constructed by City in the Parking Garage (the “Dedicated Elevator”), for the, exclusive use of Permitted Users. The Dedicated Elevator shall be one of the two elevators located in the northeast corner of the first floor of the Parking Garage. The selection of which elevator shall be the Dedicated Elevator shall be made by City and Developer during the construction of the Parking Garage and shall be identified in a writing signed by Developer and the City Manager.

- 2.4. Coordination; Public Use. Notwithstanding the foregoing, the parties shall coordinate as set forth in this paragraph 2.4 to provide for public use of the Dedicated Elevator and 5th Floor Spaces.
- 2.4.1. The Dedicated Elevator shall be exclusively utilized by Permitted Users except as set forth in the remaining paragraphs of this paragraph 2.4.
- 2.4.2. Between 8:00 a.m. and 11:00 p.m. on the date of Light Up Ocala, Fine Arts For Ocala Festival, and Brick City Beer & Wine Festival, or another special event hosted in Downtown Ocala by City or non-profit entities reasonably anticipated to draw large crowds comparable to such events, the boom gate or barrier arm restricting public access to the 5th Floor Spaces shall be raised and such spaces shall be available on a first come, first served basis.
- 2.4.3. During any time period where Developer has the exclusive use of the Dedicated Elevator, the Dedicated Elevator shall nonetheless be available for use by the following (the "Permitted City Elevator Users"): (a) persons maintaining the Dedicated Elevator or Parking Garage, providing security for the Parking Garage, enforcing Parking Restrictions, or providing emergency services including police, fire and emergency medical services; and (b) other persons with similar needs to access the fifth and sixth floors of the Parking Garage for purposes related to public safety or the operation and maintenance of the Parking Garage.
- 2.4.4. Throughout the term of this Agreement and upon request of the City, the parties shall make a good faith effort to coordinate and share data to ensure that the Parking Garage is being utilized at full capacity in a manner that adequately serves the Developer's need to efficiently utilize the Dedicated Spaces for use by Permitted Users while making any unneeded parking spaces available to the public.
- 2.4.5. Further, Developer and City shall make a good faith effort to promote efficient and effective use of the Parking Garage by the parties, Permitted Users and the public.
- 2.5. Timely Completion. City shall be required to dedicate and reserve the Dedicated Spaces and Dedicated Elevator only if Completion of the Project has occurred within two (2) years of the Deadline for Completion set forth in the Redevelopment Agreement. The provisions of this paragraph 2.5 apply only concerning the Dedicated Spaces and shall not be deemed to extend the Deadline for Completion of the Project under any other provisions of the Redevelopment Agreement.
- 2.6. Assignment. Developer may assign its rights to any of the Dedicated Spaces solely as follows:
- 2.6.1. In the event Developer leases or sells the Property, Developer shall assign its exclusive right to occupy the Dedicated Spaces to the buyer or lessee of the Hotel.
- 2.6.2. Any such assignment shall be subject to the terms hereof and the liability of payment of the Parking Garage Contribution for the assigned Dedicated Spaces shall be borne by the applicable assignee.
- 2.7. Suspension of Exclusive Rights.

- 2.7.1. Notwithstanding the foregoing provisions of this paragraph 2 concerning Developer being granted the “exclusive use” of the Dedicated Spaces or Dedicated Elevator, Developer’s right to utilize the Dedicated Spaces and Dedicated Elevator shall be suspended if the Hotel is “closed for business” either voluntarily or through a casualty. The Hotel shall be deemed “closed for business” if it is not available for members of the public to obtain rooms in the manner that guests customarily do in a hotel for a period in excess of thirty (30) days.
- 2.7.2. During any period of suspension, the provisions of this Agreement concerning Developer’s exclusive use of the Dedicated Spaces and exclusive use of the Dedicated Elevator shall be suspended such that City and others may utilize the Dedicated Spaces and Dedicated Elevator without restriction by Developer.
- 2.7.3. During any period of suspension, Developer shall not be obligated to make Parking Garage Payments to City.
- 2.7.4. If, after a period of suspension, the Hotel is no longer “closed for business” the rights of Developer to the exclusive use of the Dedicated Spaces and the Dedicated Elevator shall again be effective notwithstanding the prior suspension of such rights, and Developer shall be obligated to pay Parking Garage Payments thereafter.

### 3. **Parking Garage Payments**

#### 3.1. For Dedicated Spaces.

- 3.1.1. During the period of the City Parking Incentive as calculated under the Redevelopment Agreement, Developer shall not be obligated to pay City for parking for the Dedicated Spaces within the Parking Garage.
- 3.1.2. As consideration for its use of the Dedicated Spaces, Developer shall pay to City, commencing on the first month after the expiration of the City Parking Incentive, and thereafter in advance on each anniversary of such date, a payment (the “Parking Garage Payment”) equal to the Regular City Parking Charge multiplied by the number of Dedicated Spaces, together with applicable taxes, and calculated on an annual basis.
- 3.1.3. The Regular City Parking Charge shall be the lowest rate charged by City to any other user of the Parking Garage for parking within the Parking Garage for a time period of no less than one (1) month. Developer shall be entitled to the benefit of any and all rate structures offered by City for long-term, bulk, group, institutional or multi-space parking. The calculation of the Regular City Parking Charge shall not consider users of the Parking Garage who are granted perpetual free use of the Parking Garage.
  - a). By way of illustration, and not limitation:
    - 1). If City has two rates, one that is based on the right to use a parking space for one (1) month, and the other of which is based upon the right to use a parking space for one (1) year, and the annual rate is lower than the



monthly rate, the annual rate shall be utilized in calculating the Regular City Parking Charge.

- 2). If the City has a rate for “bulk” users (e.g., for users of more than one (1) parking space), such rate shall be utilized in calculating the Regular City Parking Charge.
  - b). If, during the term of this Agreement, City offers any more favorable rate or pricing structure to any other user, City shall notify Developer and Developer shall automatically be entitled to the lower rate. City shall, upon request, provide to Developer the calculation of the Regular City Parking Charge.
- 3.1.4. At least two (2) months before the date for Developer’s first payment of the Parking Garage Payment under paragraph 3.1.2, City shall provide to Developer a statement of the Parking Garage Payment due from Developer.
- a). City shall provide to Developer subsequent statements for each year on the same day of each year thereafter or to coincide with the City fiscal year (October 1 through September 30).
  - b). Any statement based on a portion of a fiscal year shall be prorated based upon the number of months remaining in such fiscal year as of the date of the statement.
- 3.1.5. Developer shall pay to City its Parking Garage Payment within one (1) month of City’s delivery of the statement required under paragraph 3.1.4 (the “Payment Deadline”). In the event Developer does not do so, the amount unpaid shall accrue interest at the rate of 10% per annum until paid in full. Further, in the event Developer fails to make payment in full within one (1) month of receipt of written notice to Developer that payment has not been received by the Payment Deadline, City may prevent access to the Dedicated Spaces until such time as payment is made.

3.2. For Dedicated Elevator.

- 3.2.1. The parties have estimated that the costs to be incurred by the City in constructing the Dedicated Elevator shall be \$216,000.00.
- 3.2.2. As consideration for its use of the Dedicated Elevator, Developer shall pay to City, together with the Parking Garage Payments, an amount equal \$108,000.00 (the “Elevator Reimbursement”), representing fifty percent (50%) of the estimated costs to be incurred by City in constructing the Dedicated Elevator. Developer shall make such payment within thirty (30) days after written notice from City that a certificate of occupancy (or similar instrument acknowledging that the Parking Garage has been completed and is ready for use) has been issued for the Parking Garage.
- 3.2.3. The Elevator Reimbursement shall be payable within thirty (30) days after the Deadline for Completion of the Project, as defined in the Redevelopment Agreement.

- 3.2.4. The balance of the Estimated Costs to be incurred by City to construct the Dedicated Elevator (i.e., \$108,000.00) are being provided by City to Developer in the form of the City Elevator Incentive as defined in the Redevelopment Agreement.

4. **Relationship to Redevelopment Agreement.**

- 4.1. Simultaneously herewith, City and Developer are entering into the Redevelopment Agreement.
- 4.2. The exclusive rights and obligations established under this Agreement are recognized as a valuable contribution by City to Developer in connection with Developer's Project. Developer acknowledges the significant benefits resulting from the Parking Garage and recognizes that the City has offered to facilitate the Project by providing certain economic incentives pursuant to the Redevelopment Agreement.
- 4.3. Although the Redevelopment Agreement is executed in connection with this Agreement, they are separate contracts, and thus a default by a party under this Agreement shall not constitute a default by such party under the Redevelopment Agreement, and vice versa.
- 4.4. This Agreement may be amended without amending the Redevelopment Agreement.

5. **Parking Enforcement.** Developer agrees to work with City in the coordination of efforts, undertakings or actions involved in the monitoring and enforcement of traffic code provisions and authorized public parking programs.

6. **Notice of Sale.** If City contemplates the sale or other transfer of the Parking Garage, City shall provide notice thereof to Developer (the "Notice of Sale"). In the event that City has determined any conditions of the sale that it is willing to consider, the Notice of Sale shall include such terms.

7. **Default.**

- 7.1. Force Majeure. Neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth below.
- 7.2. Notice and Opportunity to Cure. Prior to declaring a default hereunder, the non-defaulting party must provide the defaulting party with written notice and at least thirty (30) days to cure such default.
  - 7.2.1. Provided, however, if the default is of a nature that cannot be reasonably cured within such 30-day period, then the defaulting party shall be allowed a reasonable period of time to cure such default provided that it diligently commences the cure within the 30-day period and thereafter undertakes and pursues such cure.
  - 7.2.2. Further provided, however, that no prior notice or opportunity to cure need to be provided in the event the defaulting party has previously breached a provision of this Agreement and thereafter breaches the same provision.
- 7.3. Remedies. If a default occurs, the non-defaulting party may terminate this Agreement, institute an action to compel specific performance or to recover damages as applicable,

suspend its own performance hereunder, or pursue any other remedy available at law or equity.

- 7.4. Remedies Not Exclusive. The specified rights and remedies to which City and Developer are entitled under this Agreement are not exclusive and are intended to be in addition to any other means of redress which City or Developer may have under this Agreement.
- 7.5. No Consequential Damages. Notwithstanding paragraph 7.3, under no circumstances will City or Developer be liable for consequential damages, including lost profits, the right to such damages being expressly waived.
- 7.6. No Waiver. The failure by City or Developer to promptly insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any right or remedy that City or Developer may have and shall not be deemed a waiver of a subsequent default or nonperformance of such provision.
- 7.7. Effect of Termination. In the event that a party terminates the Redevelopment Agreement as permitted thereby, this Agreement shall be deemed terminated as well.

8. **Agreement to Run with Property; Sale of Parking Garage.**

- 8.1. This Agreement shall run with the Property and the Parking Garage and any portion thereof, and shall be binding and inure to the benefit of, and be enforceable by, City (as to the Parking Garage) and Developer (as to the Property), and the heirs, successors and permitted assigns of the foregoing.
- 8.2. Upon a sale of the Property by Developer, or a sale of the Parking Garage by City, or by any successors in title to Developer or City, the transferee of the Property or Parking Garage shall have all rights, and assume all liabilities, of the transferor, and the transferor shall have no further rights or obligation for any liabilities arising after the date of the transfer.

9. **Termination by Developer.**

- 9.1. Developer may terminate this Agreement by providing City with at least six (6) months written notice prior to the Effective Date of the termination.
- 9.2. Upon the termination, all rights and obligations of City and Developer under this Agreement, shall terminate.

10. **Assignment; Interest Transfer.** The provisions of paragraph 14 of the Redevelopment Agreement are incorporated herein by reference.

11. **City's Police Powers.** Nothing in this Agreement shall serve to affect or limit City's police powers in the exercise of rezoning decisions or other governmental action associated with the proposed redevelopment of the Property or any Development Order associated therewith.

12. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. As such, City shall not be liable under this Agreement for punitive

damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, that exceeds the applicable limit of liability under applicable law (currently Section 768.28(5), Florida Statutes). This paragraph 12 shall survive termination of this Agreement.

13. **Resolving any Invalidity.** City and Developer hereby agree that in the event this Agreement or the economic incentives described herein are ever challenged by any person and held to be invalid by a court of competent jurisdiction, each will cooperate with the other, in good faith, to resolve the invalidity or pursue a valid alternative means to secure a substantially similar and equitable financial arrangement which the parties acknowledge was the inducement for Developer undertaking the Project.
14. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
15. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among City and Developer. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that the other party hereto is not acting as a fiduciary for nor as adviser to it in respect of this Agreement.
16. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee, or agent of City in an individual capacity, and nor shall any such individual be subject to personal liability by reason of any covenant or obligation of City hereunder.
17. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.
18. **Counterparts; Copies.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed facsimiles shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.
19. **Notice.**
  - 19.1. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph 19:
    - 19.1.1. For City: City Manager, City of Ocala, 110 S.E. Watula Avenue, Ocala, Florida 34471; email: [plee@ocalafl.gov](mailto:plee@ocalafl.gov).

- a). With copy to: Director of Planning, Growth Management Department, 201 SE 3rd Street, Ocala, Florida 34471; email: ahale@ocalafl.gov.
- 19.1.2. For Developer: Navroz Saju, 125 NE 1st Avenue, Suite 1, Ocala, Florida 34470; navroz.saju@hdghotels.com.
  - a). With a copy to: Robert W. Batsel, Jr., Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, Florida 34471; email: rbatsel@lawyersocala.com.
- 19.2. Each such notice shall be deemed delivered:
  - 19.2.1. On the date of delivered if by personal delivery;
  - 19.2.2. On the date of email transmission if by email (subject to paragraph 19.5); and
  - 19.2.3. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
  - 19.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.
- 19.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with paragraph 19.2.
- 19.4. If the above provisions require notice to be delivered to more than one person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 19.5. Concerning Communications sent by email:
  - 19.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received;
  - 19.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns;
  - 19.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
  - 19.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
  - 19.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.
- 20. **Recording.** Developer shall, at its own expense, record this Agreement, or a certified copy thereof, in the Public Records of Marion County, Florida.

21. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.
22. **Attorney's Fees.** If any legal action or other proceeding is brought (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, and court costs incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
23. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.
24. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, a court construing this Agreement shall not construe it more strongly against either party.
25. **Time.**
- 25.1. Time is of the essence of all of the provisions and terms of this Agreement.
- 25.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 25.3. When any time period specified herein falls or ends upon a date other than a Business Day, the time period shall automatically extend to 5:00 p.m. on the next ensuing Business Day.
- 25.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on a weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of Court of Marion County, Florida, is closed for ordinary business.
26. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
27. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY

HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

28. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
29. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.
30. **Entire Understanding.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

**THIS PART OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURES BEGIN ON FOLLOWING PAGE**

**THEREFORE**, each of the parties hereto set their hand and seal on this Agreement as of the day and year set forth immediately beneath their respective signatures.

**ATTEST:**

**City of Ocala, a Florida municipal corporation**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Kristen Dreyer  
President, Ocala City Council

Date \_\_\_\_\_

Approved as to form and legality

\_\_\_\_\_  
William E. Sexton  
City Attorney

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Kristen Dreyer, as City Council President of the City of Ocala, Florida, a Florida municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public, State of Florida

Name: \_\_\_\_\_  
(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

\_\_\_\_\_ Personally known OR

\_\_\_\_\_ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: \_\_\_\_\_



**AS TO DEVELOPER**

DOMACH, LLC, a Florida limited liability company

By: \_\_\_\_\_  
Navroz F. Saju, Manager

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

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this this \_\_\_\_\_, 2025, by Navroz F. Saju, as Manager of DOMACH, LLC, a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public State of Florida  
Name: \_\_\_\_\_

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

\_\_\_\_ Personally known OR

\_\_\_\_ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: \_\_\_\_\_