

### **CONTRACT FOR SALE AND PURCHASE**

THIS AGREEMENT ("Agreement") is entered into on 6/24/21, 2021 (the "Effective Date"), by and between NEWCO HOMES OF OCALA INC., a Florida corporation, whose mailing address is: 3002 Northwest 10th Street, Ocala, FL 34478, hereinafter called the ("Seller")<sup>1</sup> and the City of Ocala, a Florida municipal corporation, whose mailing address is: 201 SE 3<sup>rd</sup> Avenue, 2<sup>nd</sup> Floor, Ocala, Florida 34471, hereinafter called the ("Buyer")<sup>1</sup>.

NOW THEREFORE, in consideration of the mutual promises contained herein, and under the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Buyer agrees to buy, the real property more particularly described as "Parcel 1" on **Exhibit A** attached hereto (the "Property") (subject to a reservation of easement described in paragraph 2, below), together with an access and utility easement over and across the real property more particularly described as "Parcel 2" on **Exhibit A** (as further described in paragraph 2, below).
2. **Easements.** Seller and buyer agree to grant or reserve the following easement interests to one another, which shall be conveyed through reservations or easements at closing pursuant to paragraph 5.2., below, in a form suitable to both parties.
  - 2.1. **Easement in favor of Seller.** At Closing, Buyer shall deliver to Seller, through a reservation set forth in a special warranty deed or a separate instrument, in a form approved by Buyer and Seller, the perpetual, non-exclusive right to access that portion of "Parcel 1" depicted as the "Seller Easement Area" and more particularly described as "Parcel 3" on **Exhibit A** for purposes of ingress/egress, construction and maintenance of potable water and sanitary sewer utility infrastructure in a manner that does not interfere with Buyer's use and enjoyment of the Seller Easement Area. Notwithstanding the foregoing, such easement shall also provide Seller with a perpetual, exclusive right for the aforementioned purpose over the easternmost seventeen (17) feet of the Seller Easement Area.
  - 2.2. **Easements in favor of Buyer.** At Closing, Seller shall deliver to Buyer, through a "Grant of Access and Utility Easements" in a form approved by Buyer and Seller, the following:
    - 2.2.1. the perpetual, non-exclusive right to access over and across all of "Parcel 2" depicted as the "City Access Easement Area" and more particularly described on **Exhibit A** for purposes of access for ingress/egress, construction and maintenance of potable water and sanitary sewer utility infrastructure in a manner that does not interfere with Seller's use and enjoyment of the City Access Easement Area.
    - 2.2.2. the perpetual, non-exclusive right to construct, locate, operate and maintain potable water and sanitary sewer utility infrastructure, including utility lines which shall not exceed twenty-four inches (24") in diameter, over, across, and under the portion of "Parcel 2" depicted as the "City Utility Easement Area" and more particularly described on **Exhibit A**, less and except the westernmost five (5) feet and easternmost ten (10) feet of such City Utility Easement Area.

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<sup>1</sup>Wherever the context so admits or requires, the terms "Seller" and "Buyer" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns for individuals, and the successors and assigns of corporations.

PID No. 35505-000-00

3. **Purchase Price.** The purchase price shall be **\$200,000.00**, payable in cash at closing.

3.1. **Additional Compensation; Future Improvements.** As additional consideration, the City shall install all water and sewer lines depicted on the drawings attached hereto as **Exhibit B** and to complete all work described in the "Howard Heights Opinion of Probable Costs" attached hereto as **Exhibit C** (collectively hereafter "City Improvements"). Within thirty days of final issuance of permits necessary for construction of the right of way known as NW 23<sup>rd</sup> Road, City shall commence such construction of the City Improvements. City shall complete the City Improvements, including NW 23<sup>rd</sup> Road, within 90 days of commencement. City's obligations pursuant to this paragraph shall survive Closing. City hereby agrees to perpetually operate, maintain and repair the City Improvements at its own costs, including necessary maintenance and repair up to the meter box for water and the clean out for sewer.

4. **Time for Acceptance; Contingencies.**

4.1. **THIS AGREEMENT IS CONTINGENT AND NOT BINDING UPON BUYER UNTIL RATIFIED AND ACCEPTED BY OCALA CITY COUNCIL, SIGNED BY ITS PRESIDENT, AND ATTESTED BY THE CITY CLERK, WITHIN 30 DAYS OF EXECUTION OF THIS AGREEMENT BY SELLER. IF NOT SO RATIFIED AND ACCEPTED WITHIN SUCH TIME PERIOD, THIS AGREEMENT SHALL BE DEEMED REJECTED BY BUYER AND OF NO FURTHER EFFECT. SELLER ACKNOWLEDGES AND AGREES THAT THIS PROVISION CANNOT BE WAIVED BY BUYER OR ANY AGENT OF BUYER.**

5. **Closing.**

5.1. **Date.** Closing shall be held at City of Ocala, Growth Management Department, 208 SE 3<sup>rd</sup> St., Ocala Florida 34478-1270, on a date selected by Buyer no more than **60** days following Buyer's acceptance of this Agreement pursuant to Paragraph 3.1 (the "**Closing Deadline**").

5.2. **Documents and Payments at the Closing.** Seller shall execute and deliver to Buyer: a special warranty deed; a construction lien affidavit; assignments of Leases; and corrective instruments, if any. Buyer shall furnish a closing statement and pay the purchase price. Buyer and Seller shall execute the instruments necessary to perfect purchase and sale described in paragraph 1 and the easements described in paragraph 2.

6. **Representations and Obligations of Seller.** Seller represents and agrees as follows:

6.1. Seller shall at the time of closing hold marketable, record fee simple title to the Property, and is the sole owner of and has good right, title and authority to convey and transfer all of the Property, free and clear of all liens and encumbrances, excepting only taxes which are not due and payable.

6.2. Seller shall convey marketable title subject only to liens, encumbrances, exceptions, or qualifications specified in this Agreement. Marketable title shall be determined according to applicable Title Standards adopted by the Florida Bar. If title is found defective, Buyer shall, prior to closing, notify Seller in writing specifying the defects. If the defects render title unmarketable, Seller shall have one hundred and twenty (120) days (or such longer period as provided by Buyer) from receipt of notice within which to remove the defects failing which Buyer shall have the option of either accepting the title as it then is or



canceling this Agreement. Seller shall, if title is found unmarketable, use diligent efforts to correct defects in the title within the time provided therefore, including the bringing of necessary suits. If Seller is unable to timely correct the defects, Buyer shall either waive the defects or cancel this Agreement.

7. **Feasibility Study.**

7.1. Buyer may, during the period commencing with the execution of this Agreement by Buyer's agent and concluding **20** days after Buyer's acceptance of this Agreement (the "Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's use. Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine, to Buyer's satisfaction, the Property's engineering, architectural and environmental properties; zoning and land use restrictions; subdivision status; soil and grade; availability of access to public roads, water and other utilities; consistency with local, state and regional growth management plans; availability of permits, governmental approvals and licenses; and other Inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's intended use. If the Property must be rezoned or other governmental approval given to permit the use of the Property for Buyer's purposes, Seller will sign all documents Buyer may be required to file in connection with development or rezoning approvals and cooperate with Buyer in obtaining such approvals, but shall not be required to incur any expense or liability in the application process or related proceedings. Seller gives Buyer, its agents and other representatives, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections. Seller shall fully cooperate with Buyer and its professionals in connection with the foregoing. Buyer shall deliver written notice to Seller prior to the expiration of the Feasibility Study Period if Buyer determines the Property is not acceptable, in which event this Agreement shall be deemed canceled and of no further effect. In the exercise of its rights set forth in this paragraph, City shall protect and maintain the Property in its existing condition or, if damaged, restore the Property to its condition prior to such damage.

8. **Prorations.** Taxes, assessments, rent, interest, insurance, and other expenses and revenue of the Property, if applicable, shall be prorated through the date of the closing. Cash at closing shall be increased or decreased as may be required by prorations.

9. **Risk of Loss.** If the Property is damaged by fire or other casualty before closing, Buyer shall have the option of either taking the Property as is, together with any insurance proceeds payable by virtue of such loss or damage, or of canceling this Agreement.

10. **Expenses.** Buyer shall pay for title insurance, for recording of the deed and for any documentary stamp tax applicable to the transaction. Seller shall pay all costs necessary to cure or satisfy any title defects, liens, or encumbrances and the costs of recording any corrective instruments. Each party shall pay their own respective attorneys' fees.

11. **Brokerage Commissions.** Each party represents to the other that no real estate brokers, salespersons, agents or finder fees are involved in this transaction, and each party agrees to indemnify and hold harmless the other party from and against any claims by real estate brokers or other persons claiming by, through or under them.

12. **Time of the Essence.** Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or within a specified date.

PID No. 35505-000-00

13. **Attorney's Fees and Costs.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all expenses and costs incurred, including court costs, reasonable attorney's fees, paralegal, investigative and any other paraprofessional fees whether incurred in trial, appellate, post-judgment or Bankruptcy proceeding.
14. **Entire Agreement.** This Agreement and any exhibits attached hereto constitute the entire Agreement between Buyer and Seller, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those set forth herein. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Buyer or Seller unless in writing and signed by both Buyer and Seller.

IN WITNESS WHEREOF, each of the parties have hereunto set their hands and affixed their seals the day and year written above.

**SELLER**

**NEWCO HOMES OF OCALA INC.,**  
a Florida corporation

By: *L.E. Dlouhy*  
L.E. Dlouhy, President

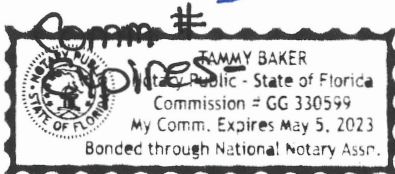
Date: 6-15-21

**BUYER**

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

*Justin Grabelle*  
Justin Grabelle, City Council President

Acknowledged before me  
by physical presence  
this 15 day of June  
2021.  
*Tammy Baker*  
Tammy Baker



**This Contract is ratified and  
accepted by Ocala City Council on**

06 / 24 / 2021

Attest:

*Angel B. Jacobs*  
Angel B. Jacobs, City Clerk

Approved as to form:

*Robert W. Batsel, Jr.*  
Robert W. Batsel, Jr.  
City Attorney



PID No. 35505-000-00

**EXHIBIT A**LEGAL DESCRIPTION - PARCEL 1

THE NORTH 200.00 FEET OF THE EAST 175.00 FEET OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4; SECTION 8, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

CONTAINING 0.80 ACRES.

LEGAL DESCRIPTION - PARCEL 2 (INGRESS\EGRESS AND UTILITY EASEMENT)

THAT PORTION OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4; SECTION 8, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE S.E. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 8; THENCE RUN N 89°39'18" W, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 12.35 FEET TO THE POINT OF BEGINNING:

THENCE RUN N 00°25'37" E, ALONG A LINE THAT IS 12.35' WEST OF, (BY PERPENDICULAR MEASURE), THE EAST LINE OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 FOR A DISTANCE OF 278.28 FEET; THENCE DEPARTING SAID LINE, RUN N 89°02'03" E, A DISTANCE OF 12.35 FEET TO A POINT ON THE EAST LINE OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4; THENCE RUN N 00°25'37" E, ALONG SAID LINE A DISTANCE OF 187.95 FEET TO THE SOUTH LINE OF THE NORTH 200.00 FEET OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 8; THENCE ALONG SAID LINE RUN N 89°44'38" W, A DISTANCE OF 32.35 FEET; THENCE DEPARTING SAID LINE, RUN S 00°25'37" W, A DISTANCE OF 466.48 FEET TO THE AFOREMENTIONED SOUTH LINE OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 THENCE ALONG SAID LINE RUN S 89°30'18" E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

LEGAL DESCRIPTION - PARCEL 3 (SELLER EASEMENT AREA)

THE EAST 32.35 OF THE FOLLOWING DESCRIBED PARCEL:

THE NORTH 200.00 FEET OF THE EAST 175.00 FEET OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4; SECTION 8, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

*SCALE 1" = 50'*



PARCEL 1 THE NORTH 200.00 FEET OF THE EAST 175.00 FEET OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4, SECTION 8, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, CONTAINING 0.80 ACRES.

### LEGAL DESCRIPTION

PARCEL 2 (INGRESS/EGRESS EASEMENT)

THAT PORTION OF E. 5<sup>TH</sup> SW. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4, SECTION 8, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

POINT OF BEGINNING, COMMENCE AT THE S.W. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 8, THENCE RUN 8°39'18" W. ALONG THE SOUTH LINE, THERE; A DISTANCE OF 12.35 FEET TO THE POINT OF BEGINNING.

THENCE RUN 25°37'31" N. ALONG THE EAST LINE, THERE; A DISTANCE OF 12.35 FEET, MEASURED, THE EAST LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 FOR A DISTANCE OF 276.76 FEET, THENCE DEPARTING SAID LINE, RUN N 89°02'01" E. FOR A DISTANCE OF 126.60 FEET, TO THE POINT OF BEGINNING.

THENCE RUN 25°37'31" N. ALONG THE EAST LINE, THERE; A DISTANCE OF 5.14 OF THE S.W. 1/4, THENCE RUN 20°23'37" E. ALONG SAID LINE, THERE; A DISTANCE OF 187.85 FEET TO THE SOUTH LINE OF THE NORTH 200.00 FEET OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 8, THENCE DEPARTING SAID LINE, RUN S 80°25'37" W. A DISTANCE OF 406.48 FEET TO THE FOREMENTIONED SOUTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 8, THENCE DEPARTING SAID LINE, RUN S 80°30'18" E. A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION  
PARCEL 3 (ACCESS AND

THE EAST 32.35 OF THE FOLLOWING DESCRIBED PARCEL:  
THE NORTH 200.00 FEET OF THE EAST 175.00 FEET OF THE S.W. 1/4 OF THE S.E. 1/4 OF  
THE S.E. 1/4, SECTION 8, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY,  
FLORIDA.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES WEST ZONE - ADJUSTMENT PER FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION, AND ARE REFERENCED TO THE SOUTH LINE OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 8 AS BEING N 89°39'18" W.
2. THE ACCURACY OF THE SURVEY MEASUREMENTS UTILIZED FOR THIS SURVEY MEETS OR EXCEEDS THOSE FOR THE EXPECTED USE OF THE PROPERTY.
- (SUBURBAN) 1" IN 500'
3. UNDERGROUND IMPROVEMENTS WERE NOT LOCATED.
4. THE LEGAL DESCRIPTION SHOWN HEREON, WAS PREPARED BY THIS SURVEYOR.
5. D.R.B. 1411, PAGE 1559 AFFIRMS EACH PAREL BY RETAINING A 20 FOOT WIDE EASEMENT - 10 FEET IN WIDTH ON EACH SIDE OF THE CENTER LINE OF ALL EXISTING POWER LINES.

LEGEND:

- CL = CENTERLINE  
RW = RIGHT-OF-WAY  
CM = CONCRETE MONUMENT  
TEL = TELEPHONE PEDESTAL  
E = EXISTING FIRE HYDRANT  
U = UTILITY POLE  
WV = WATER VALVE  
OH = OVERHEAD WIRE  
O.B.S. = OFFICIAL RECORD BOOK  
UE = UTILITY EASEMENT  
PC = POLYVINYL CHLORIDE  
PVC = POLYVINYL CHLORIDE  
G = GUY ANCHOR  
E.O. = OVERHEAD ELECTRIC  
PLS = PROFESSIONAL LAND SURVEYOR  
SET = 1/8" IRON ROD AND CAP STAMPED  
WITH INITIALS AND DATE
- W = WATER LINE  
BWP = BURIED POWER  
C = CONTROL PANEL  
ME = METER ELECTRIC  
E.O. = EDGE OF PAVEMENT  
F = FENCE  
BGV = BELOW GROUND VALVE  
CONC. = CONCRETE  
L.B. = LICENSED BUSINESS  
MEC = MECHANICAL ENGINEERING COMPANY  
M.P. = PROFESSIONAL SURVEYOR AND MAPPER  
RLS = REGISTERED LAND SURVEYOR  
D.C. = DESCRIPTION  
WM = WEIGHTED  
P.D.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
CLF = CHAIN LINK FENCE

REVISIONS	DRAWN	BWA	CHECKED	JWS
	FIELD DATE			
DWG S 19-002886 WATER TOWER BOUNDARY				

1805 N.E. 30TH AVE. BLDG 700  
OCALA, FLORIDA 34470  
(352) 351-66696 FAX (352) 351-6731

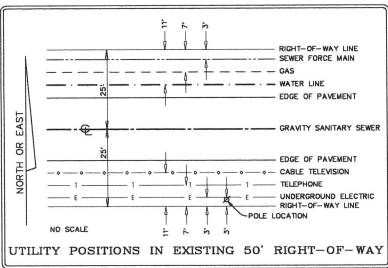
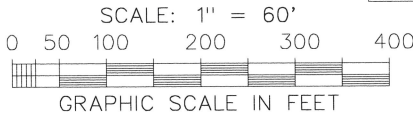
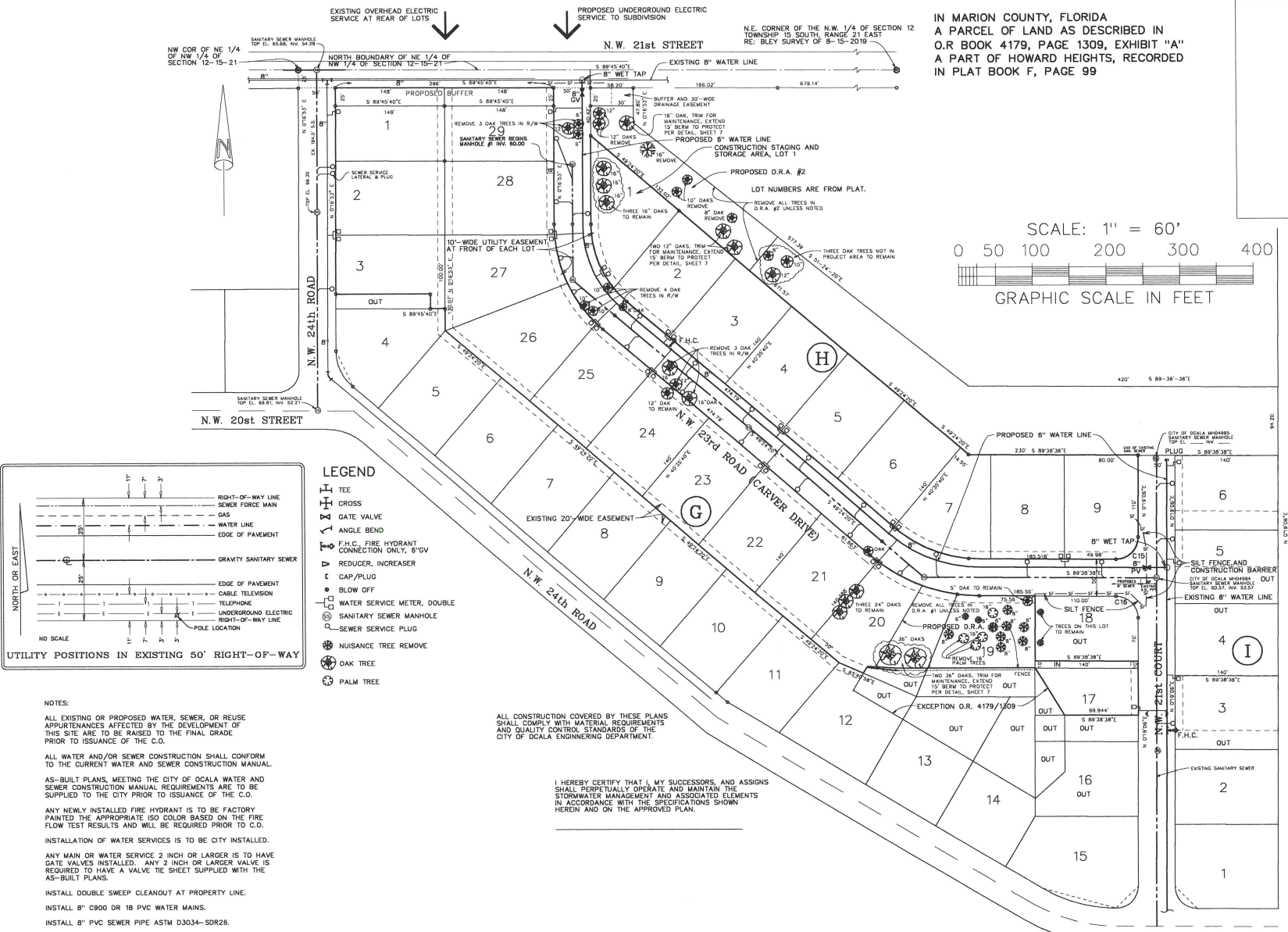
**BOUNDARY SURVEY  
IN  
SECTION 8, TOWNSHIP 16 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA  
CITY OF OCALA**

JODY W. STURGILL  
REGISTERED PROFESSIONAL SURVEYOR AND MAPPER NO. 4379 STATE OF FLORIDA

DATE \_\_\_\_\_

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

IN MARION COUNTY, FLORIDA  
A PARCEL OF LAND AS DESCRIBED IN  
O.R. BOOK 4179, PAGE 1309, EXHIBIT "A"  
A PART OF HOWARD HEIGHTS, RECORDED  
IN PLAT BOOK F, PAGE 99



NOTES:

ALL EXISTING OR PROPOSED WATER, SEWER, OR SEWER APPURTENANCES AFFECTED BY THE DEVELOPMENT OF THIS SITE ARE TO BE RAISED TO THE FINAL GRADE PRIOR TO ISSUANCE OF THE C.O.

ALL WATER AND/OR SEWER CONSTRUCTION SHALL CONFORM TO THE CURRENT WATER AND SEWER CONSTRUCTION MANUAL.

AS-BUILT PLANS, MEETING THE CITY OF OCALA WATER AND SEWER CONSTRUCTION MANUAL REQUIREMENTS ARE TO BE SUPPLIED TO THE CITY PRIOR TO ISSUANCE OF THE C.O.

ANY NEWLY INSTALLED FIRE HYDRANT IS TO BE FACTORY PAINTED THE APPROPRIATE ISO COLOR BASED ON THE FIRE FLOW TEST RESULTS AND WILL BE REQUIRED PRIOR TO C.O.

INSTALLATION OF WATER SERVICES IS TO BE CITY INSTALLED.

ANY MAIN OR WATER SERVICE 2 INCH OR LARGER IS TO HAVE GATE VALVES INSTALLED. ANY 2 INCH OR LARGER VALVE IS REQUIRED TO HAVE A VALVE TIE SHEET SUPPLIED WITH THE AS-BUILT PLANS.

INSTALL DOUBLE SWEEP CLEANDOUT AT PROPERTY LINE.

INSTALL 8" C900 DR 18 PVC WATER MAINS.

INSTALL 8" PVC SEWER PIPE ASTM D3034-SDR28.

ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS OF THE CITY OF OCALA ENGINEERING DEPARTMENT.

I HEREBY CERTIFY THAT I, MY SUCCESSORS, AND ASSIGNS SHALL PERPETUALLY OPERATE AND MAINTAIN THE STORMWATER MANAGEMENT AND ASSOCIATED ELEMENTS IN ACCORDANCE WITH THE SPECIFICATIONS SHOWN HEREIN AND ON THE APPROVED PLAN.

PROJECT ENGINEER'S CERTIFICATION:  
I HEREBY CERTIFY THAT THE PROPOSED DRAINAGE RETENTION/DETENTION AREAS AND UTILITY SITES ARE SUFFICIENT IN SIZE AND LOCATION.

PROJECT SURVEYOR'S CERTIFICATION:  
I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED UNDER MY SUPERVISION AND THAT THE INFORMATION SHOWN IS CURRENT AND THAT ALL ADJACENT PROPERTIES HAVE LEGAL ACCESS.

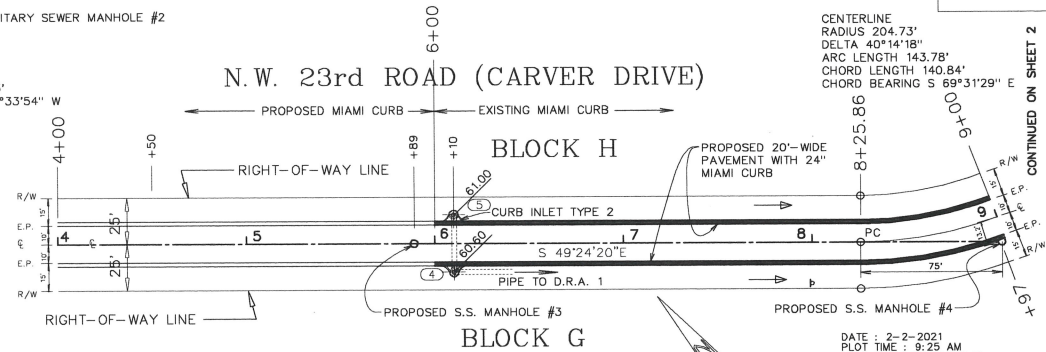
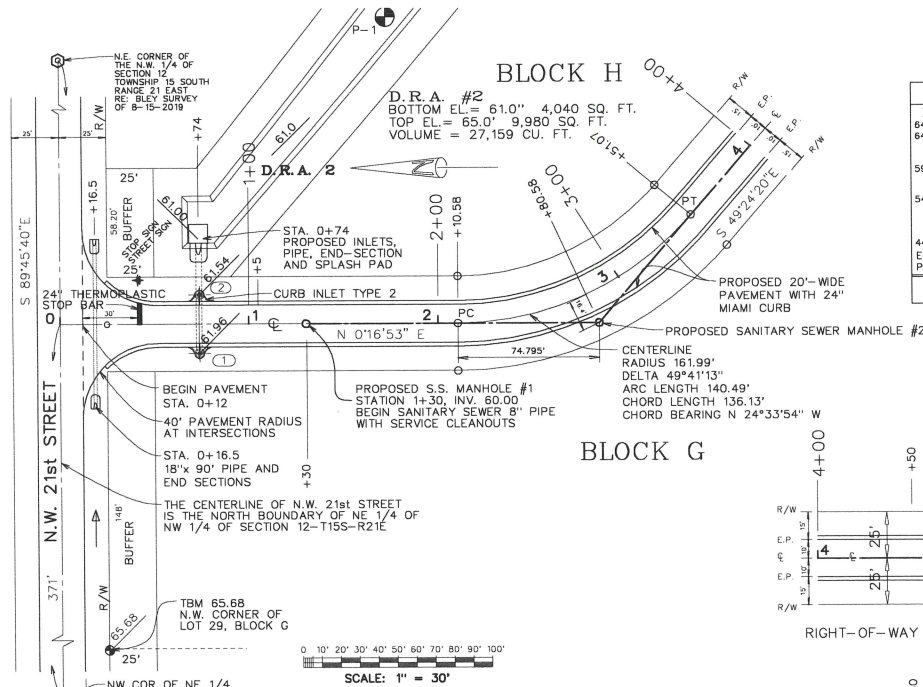
Plans Prepared by  
Planning and Engineering Resources, Inc.  
**WATER & SANITARY SEWER PLAN**

DRAWN :	CHECKED :
DATE : 2-5-2021	
DISK FILE : PB-199CE.DCS	
JOB NO. : 2020-	
SHEET	6
OF 7	SHEETS



## SOIL BORING LOG

DRAINAGE RETENTION AREA SITES, 20-FEET DEEP			
D.R.A. #2, P-1	D.R.A. #2, P-2	D.R.A. #1, P-3	D.R.A. #1, P-4
64.5' BROWN CLAYEY SAND (SC), FILL? 59.5' BROWN/LIGHT BROWN FINE SAND (SC) 54.0' CLAYEY SAND (SC) 50.5' SLIGHTLY SANDY CLAY (CH) LIGHT GREEN & BROWN W/LIMESTONE EST. SHWT 59.5' PERMEABILITY-0.2 FT./DAY TOP EL.=65.0 BOTTOM EL.=61.0	67.5' BROWN/LIGHT BROWN FINE SAND (SP) 59.5' SLIGHTLY CLAYEY SAND (SP-SC) 56.5' REDDISH BROWN CLAYEY SAND (SC) 50.5' SLIGHTLY SANDY CLAY (CH) GREY, BROWN TRACE LIMESTONE EST. SHWT 56.5' PERMEABILITY-6.8 FT./DAY TOP EL.=65.0 BOTTOM EL.=61.0	62.0' FINE SAND (SP) BROWN TO LIGHT BROWN 54.5' SLIGHTLY CLAYEY SAND (SP-SC) 53.0' REDDISH BROWN CLAYEY SAND (SC) 50.0' SLIGHTLY SANDY CLAY (CH) REDDISH BROWN, LIGHT GREY EST. SHWT 53.0' PERMEABILITY-7.7 FT./DAY TOP EL.=60.0 BOTTOM EL.=55.4	62.0' FINE SAND (SP) BROWN, LIGHT BROWN CLAYEY SAND (SC) RED-BROWN, GREY 51.0' SLIGHTLY SANDY CLAY (CH) GREY 42.0' LIGHT GREY AND REDDISH BROWN EST. SHWT 56.0' PERMEABILITY-2.3 FT./DAY TOP EL.=60.0 BOTTOM EL.=55.4



**PROJECT ENGINEER'S CERTIFICATION:**  
I HEREBY CERTIFY THAT THE PROPOSED DRAINAGE RETENTION/DETENTION AREAS AND UTILITY SITES ARE SUFFICIENT IN SIZE AND LOCATION.

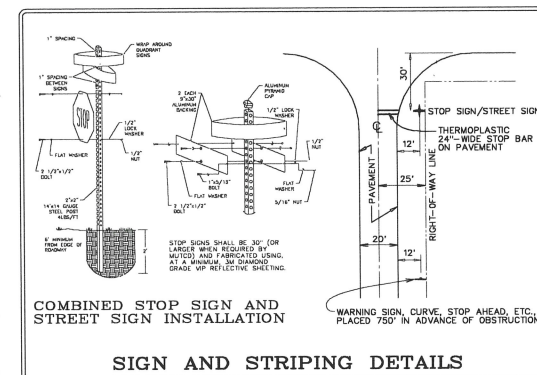
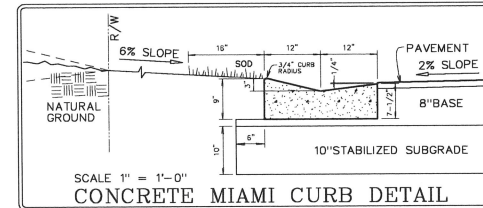
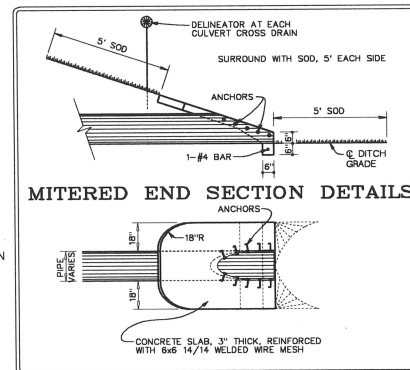
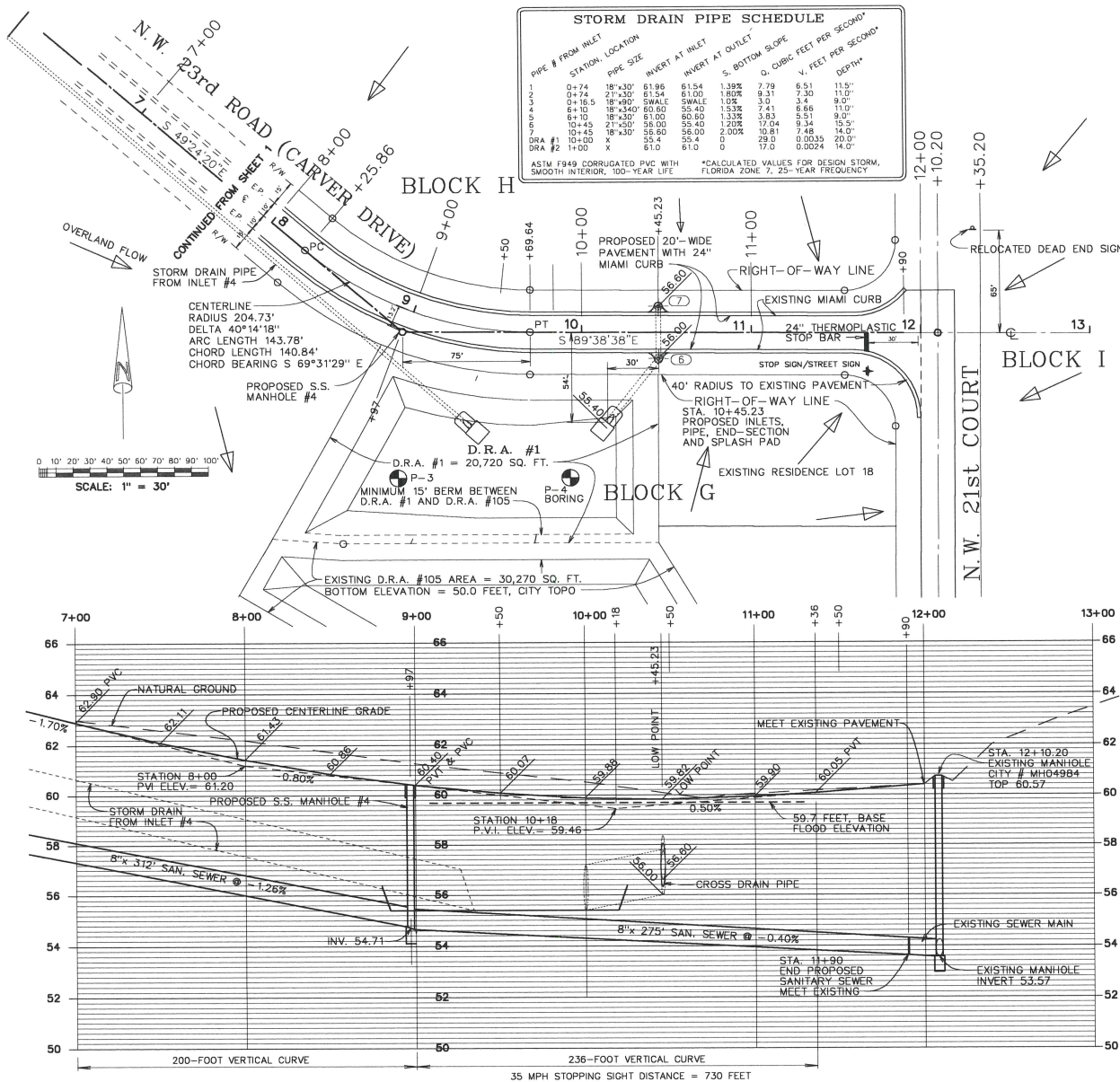
**PROJECT SUPERVISOR'S CERTIFICATION:**  
I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED UNDER MY SUPERVISION AND THAT THE INFORMATION SHOWN IS CURRENT AND THAT ALL ADJACENT PROPERTIES HAVE LEGAL ACCESS.

ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS OF THE CITY OF OCALA ENGINEERING DEPARTMENT.

## PLAN / PROFILE

Plans Prepared by  
Planning and Engineering Resources Inc.

DRAWN :	CHECKED :
PLOT TIME : 9:25 AM	
DATE : 2-2-2021	
DISK FILE : PB-F99H.DCS	
JOB NO. : 2020-	
SHEET 4	
OF 7 SHEETS	



**SCALE:**  
HORIZONTAL - 1" = 30'  
VERTICAL - 1" = 2'

ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS OF THE CITY OF OCALA ENGINEERING DEPARTMENT.

DRAWN : \_\_\_\_\_ CHECKED : \_\_\_\_\_  
PLOT TIME : 2:40 PM  
DATE : 2-19-2021  
DISK FILE : PB-F99H.DCS  
JOB NO. : 2020-  
SHEET 5  
OF 7 SHEETS



## EXHIBIT C - OPINION OF PROBABLE COST

HOWARD HEIGHTS - OPINION OF PROBABLE COST					
5/5/2021 City of Ocala Water Resources Engineering					
Item	Description	Unit	Qty	Unit Cost	Extended Cost
<b>GENERAL CONSTRUCTION</b>					
G-01	MOBILIZATION	LS	1	\$15,000.00	\$10,000.00
G-03	PROJECT SIGN	EA	1	\$1,000.00	\$1,000.00
G-05	MAINTENANCE OF TRAFFIC	LS	1	\$10,000.00	\$5,000.00
G-06	SILT FENCE & SEDIMENT CONTROL	LS	1	\$2,000.00	\$2,000.00
G-57	CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT	LF	100	\$35.00	\$3,500.00
<b>SANITARY SEWER SYSTEM</b>					
S-01	8" PVC, 6' - 12'	LF	1060	\$35.00	\$37,100.00
S-02-1	SEWER MANHOLE W/ EPOXY, 0' - 6'	EA	1	\$4,000.00	\$4,000.00
S-02-2	SEWER MANHOLE W/ EPOXY, 6' - 12'	EA	3	\$5,500.00	\$16,500.00
S-09	6" 2-WAY CLEANOUT	EA	21	\$750.00	\$15,750.00
S-10	PVC 8" X 6" WYE & BEND	EA	21	\$200.00	\$4,200.00
S-11	6" PVC SEWER SERVICE	LF	600	\$25.00	\$15,000.00
S-29	8" MANHOLE CONNECTION (INCLUDING CORING & CHANNEL REPARATION)	EA	1	\$750.00	\$750.00
<b>WATER SYSTEM</b>					
W-01	6" PVC WATER MAIN	LF	1300	\$25.00	\$32,500.00
W-03	DIP MJ FITTINGS 6"	EA	4	\$400.00	\$1,600.00
W-05	6" GATE VALVE W/SST STEM & VALVE BOX	EA	1	\$1,250.00	\$1,250.00
W-09	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE A	EA	1	\$5,000.00	\$5,000.00
W-14-1	1" SINGLE WATER SERVICE - SHORT	EA	2	\$600.00	\$1,200.00
W-14-2	1" SINGLE WATER SERVICE - LONG	EA	2	\$1,250.00	\$2,500.00
W-14-3	1" DOUBLE WATER SERVICE - SHORT	EA	5	\$850.00	\$4,250.00
W-14-4	1" DOUBLE WATER SERVICE - LONG	EA	5	\$1,500.00	\$7,500.00
W-16	6" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	2	\$3,250.00	\$6,500.00
W-21	TEMPORARY JUMPER CONNECTION	EA	1	\$2,250.00	\$2,250.00
<b>GENERAL CONSTRUCTION</b>					<b>\$21,500.00</b>
<b>SEWER SYSTEM</b>					<b>\$93,300.00</b>
<b>WATER SYSTEM</b>					<b>\$64,550.00</b>
<b>PROJECT TOTAL</b>					<b>\$179,350.00</b>
<b>Disclaimer:</b> The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at the time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from its opinions of probable costs.					



<b>TITLE</b>	FOR REVIEW & SIGNATURE - Contract for Sale and Purchase -...
<b>FILE NAME</b>	Water Tower Signed Agreement (003).pdf
<b>DOCUMENT ID</b>	47b07d84c9a269cadd57f36db28da830bd270d04
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**06 / 21 / 2021**

16:33:21 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Justin Grabelle (jgrabelle@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org  
IP: 216.255.240.104



VIEWED

**06 / 21 / 2021**

17:08:47 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)  
IP: 216.255.247.51



SIGNED

**06 / 21 / 2021**

17:11:00 UTC-4

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IP: 216.255.247.51



VIEWED

**06 / 23 / 2021**

11:08:51 UTC-4

Viewed by Justin Grabelle (jgrabelle@ocalafl.org)  
IP: 64.238.190.30



SIGNED

**06 / 24 / 2021**

12:00:21 UTC-4

Signed by Justin Grabelle (jgrabelle@ocalafl.org)  
IP: 64.238.190.30

<b>TITLE</b>	FOR REVIEW & SIGNATURE - Contract for Sale and Purchase -...
<b>FILE NAME</b>	Water Tower Signed Agreement (003).pdf
<b>DOCUMENT ID</b>	47b07d84c9a269cadd57f36db28da830bd270d04
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



**06 / 24 / 2021**  
15:10:44 UTC-4

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**06 / 24 / 2021**  
15:11:04 UTC-4

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IP: 216.255.240.104



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The document has been completed.